

Elizabeth Rose Triscari Director, Corporate Counsel 852 Wesley Drive | Mechanicsburg, PA 17055 Phone: 717-550-1574 | Fax: 717-550-1255 elizabeth.triscari@amwater.com

<u>VIA</u> eFiling

January 26, 2023

Rosemary Chiavetta, Secretary Commonwealth of Pennsylvania Pennsylvania Public Utility Commission Commonwealth Keystone Building 400 North Street Harrisburg, PA 17120

(Utility Code: 212285)

# Re: Pennsylvania Public Utility Commission v. Pennsylvania-American Water Company Docket Nos. R-2022-3031672 and R-2022-3031673

Dear Secretary Chiavetta:

Attached please find Supplement No. 40 to Tariff Water-PA P.U.C. No. 5. This supplement replaces and supersedes all pages filed in Supplement No. 35 to Tariff Water-PA P.U.C. No. 5. By Order entered December 8, 2022 in the above-captioned proceeding, the Commission approved the Joint Petition for Settlement ("Joint Petition"). The tariff changes contained in Supplement No. 40 conform to the tariff supplement provided as Appendix A to the Joint Petition. The proof of revenues for the water rates was provided as Appendix C to the Joint Petition.

Copy of Supplement No. 40 to Tariff Water-PA P.U.C. No. 5 is being served as evidenced in the attached Certificate of Service.

If you have any questions, please contact me.

Sincerely,

Cliphett Rose Trisiani

Elizabeth Rose Triscari

eth

Attachments

cc: Certificate of Service Bureau of Technical Utility Services w/Attachments Marissa Boyle (Bureau of Technical Utility Services) w/Attachment

# WE KEEP LIFE FLOWING®

# Supplement No. 40 to Tariff Water-PA P.U.C. No. 5

# PENNSYLVANIA-AMERICAN WATER COMPANY (hereinafter referred to as the "Company") D/B/A Pennsylvania American Water

# RATES, RULES AND REGULATIONS

# **GOVERNING THE DISTRIBUTION AND SALE OF**

# WATER SERVICE

# IN CERTAIN MUNICIPALITIES AND TERRITORIES LOCATED ADJACENT THERETO IN:

ADAMS, ALLEGHENY, ARMSTRONG, BEAVER, BERKS, BUCKS,

BUTLER, CENTRE, CHESTER, CLARION, CLEARFIELD, CLINTON, COLUMBIA,

CUMBERLAND, DAUPHIN, FAYETTE, INDIANA, JEFFERSON, LACKAWANNA,

LANCASTER, LAWRENCE, LEBANON, LUZERNE, MCKEAN, MONROE, MONTGOMERY,

NORTHAMPTON, NORTHUMBERLAND, PIKE, SCHUYLKILL, SUSQUEHANNA,

UNION, WARREN, WASHINGTON, WAYNE, WYOMING, AND YORK COUNTIES.

Issued: January 26, 2023

Effective: January 28, 2023

Issued by: Justin Ladner, President Pennsylvania American Water 852 Wesley Drive Mechanicsburg, PA 17055

https://www.amwater.com/paaw/



This tariff proposes increases in rates and changes in rules and regulations of service. (Refer to pages 2, 3, 4, 5, 6, 7, 9, 10, 11, 16, 16.1, 16.2, 16.3, 16.4, 16.5, 16.6, 16.7, 16.8, 16.9, 17, 20, 21, 23, 24, 29, 30, 31, 32, 35, 40, 40.1, 43, 46, 47, 47.1, 47.2, 49, 51, 53, 54, 56, 58, 61, 69, 73, and 84.)

# LIST OF CHANGES

# Increases/Decreases

This tariff provides for uniform rates by customer class for Rate Zone 1, Rate Zone 2 (Valley), Rate Zone 3 (SLIBCO), Rate Zone 4 (Turbotville) and Rate Zone 5 (Steelton) water sales customers, private fire service and excluding public fire service.

This tariff provides for increases and decreases to base rates for low-income customers.

Resale, Electric Generation and Industrial Standby rates have been changed.

Public Fire – The rate for public fire hydrants have been changed such that the rate will remain at 25% the cost of service. Brownsville, California, Reading, and Valley public fire hydrant rates have been consolidated into the statewide rate.

Private Fire – The rates for metered and unmetered private fire service have been increased. The Valley unmetered private fire service and Qualified Private Fire Hydrant rates have been consolidated to the statewide rates.

The Distribution System Improvement Charge will be reduced to zero.

The Company is eliminating the Negative Surcharge for Deferred Tax Credit.

The Company is eliminating the Recoupment Surcharge.

# LIST OF CHANGES (cont'd)

# Changes

Pages 9 through 11 – For changes in Rate Zones.

Page 16.4 – Rate Zone 2 (Winola) has been rolled into Rate Zone 1 and repurposed as Rate Zone 2 (Valley).

Page 16.5 – Rate Zone 3 (McEwensville) has been rolled into Rate Zone 1 and repurposed as Rate Zone 3 (SLIBCO).

Page 16.8 – Rate Zone 6 (Valley) has been changed to Rate Zone 2 (Valley). Page 16.8 is being held for future use.

Page 16.9 – Rate Zone 7 (SLIBCO) has been changed to Rate Zone 3 (SLIBCO). Page 16.9 is being held for future use.

Page 17 – Low income discounts have been modified to a tiered discount structure.

Page 30 – Terms and Conditions for Private Fire Service – Unmetered are modified.

Page 35 – Applicability of the DSIC is modified.

Pages 40 and 40.1 – The Company is eliminating the Negative Surcharge for Deferred Tax Credit and the Recoupment Surcharge. Pages 40 and 40.1 are being held for future use.

Page 43 – A definition for Lead Service Pipe is added.

Page 46 – The Company is adding Rule 3.6, Owner or Landlord Responsibility for Service and Rule 3.7, Acquired Customers.

Pages 47.1 and 47.2 – The Company is modifying Rule 4.9.1, Replacement of Lead Service Pipes.

Page 49 – The Company is modifying Rule 5.4, Outside Meter Installations (Meter Box/Vaults).

Page 51 – The Company is modifying Rule 7.2(b), Prior Company Debts and Rule 7.3(c), Customer's Deposit.

Page 53 – The Company is modifying Rule 7.9, Denial of Service.

Pages 54 and 56 – The Company is modifying the language to Rule 8.5 Application for Public Fire Hydrant Service.

Page 58 - The Company is modifying the language to Rule 10.6, Payment Arrangement.

Page 61 – The Company is modifying the language to Rule 12.5, Termination of Service for Nonpayment of Bills and Rule 12.7, Protection from Abuse Order.

Pages 69 and 73 – The Company is modifying the language to Rule 21.2, Application for Qualified Private Fire Hydrant.

Page 84 – The Company is modifying Rule 26.4, Municipal Classification of Revenue (Classes of Service).

Supplement No. 40 to Tariff Water-PA P.U.C. No. 5 Thirty-second Revised Page 4 Canceling Thirty-first Revised Page 4

#### PENNSYLVANIA-AMERICAN WATER COMPANY

TABLE OF CONTENTS				
	<u>Page</u> Number			
Title Page	<u>1</u>	Supplement No. 40	(C)	
List of Changes	2	Thirty-second Revised Pa	ge (C)	
List of Changes (cont'd)	3	Third Revised Page	(C)	
Table of Contents	4	Thirty-second Revised Pag	ge (C)	
Table of Contents (cont'd)	5	Twenty-seventh Revised F	⊃age(C)	
Table of Contents (cont'd)	6	Fifth Revised Page	(C)	
Table of Contents (cont'd)	7	Fifth Revised Page	(C)	
Reserved Page for Future Use	8	First Revised Page		
List of Territories Served	9	Sixth Revised Page	(C)	
List of Territories Served (cont'd)	10	Fifth Revised Page	(C)	
List of Territories Served (cont'd)	11	Seventh Revised Page	(C)	
List of Territories Served (cont'd)	12	First Revised Page		
List of Territories Served (cont'd)	13	Third Revised Page		
List of Territories Served (cont'd)	14	Third Revised Page		
Reserved Page for Future Use	15	First Revised Page		
Schedule of Rates				
General Service				
Rate Zone 1 – Metered – Residential	16	Third Revised Page	(I)	
Rate Zone 1 – Metered – Commercial, Municipal, Other Water Utilities	16.1	Fifth Revised Page	(I)	
Rate Zone 1 – Metered – Industrial	16.2	Fifth Revised Page	(I)	
Rate Zone 1 – Unmetered – Residential only	16.3	Fifth Revised Page	(I)	
Rate Zone 2 – Unmetered (Valley)	16.4	Fifth Revised Page (I	I)(D)(C)	
Rate Zone 3 – Metered (SLIBCO)	16.5	Fifth Revised Page	(C)	
Rate Zone 4 – Metered (Turbotville)	16.6	Fourth Revised Page	(I)	
Rate Zone 5 – Metered (Steelton)	16.7	Fourth Revised Page (I	(D)(C)	
Reserved Page for Future Use	16.8	Fourth Revised Page	(C)	

Reserved Page for Future Use	16.9	Third Revised Page
Low-Income Rider – Residential	17	Fifth Revised Page
Curtailment, Standby and Demand Based Riders		

18		First Revised	d Page		
19		First Revised	d Page		
20		Fifth Revised	d Page		(I)
21		Fifth Revised	d Page		(I)
22		First Revised	d Page		
23		Fifth Revised	d Page		(I)
24		Fifth Revised	d Page		(I)
25		First Revised	d Page		
	-	-		~	

(I) means Increase, (D) means Decrease and (C) means Change

Industrial Curtailment Rate

Industrial Curtailment Rate (cont'd) ..... Industrial Standby Rate ..... Industrial Standby Rate (cont'd) ..... Industrial Standby Rate (cont'd) ..... Resale and Electric Generation Standby Rate ..... Resale and Electric Generation Standby Rate (cont'd) ..... Rider DIS - Demand Based Industrial Service .... (C)

(I)(D)(C)

Supplement No. 40 to Tariff Water-PA P.U.C. No. 5 Twenty-seventh Revised Page 5 Canceling Twenty- sixth Revised Page 5

# **TABLE OF CONTENTS**

	<u>Page</u> Number		
Schedule of Rates (cont'd)	Number		
Rider DRS - Demand Based Resale Water Service	26	First Revised Page	
Rider DGS – Demand Based Governmental Water Service	23	First Revised Page	
Rider EGS – Electric Generation Service	28	First Revised Page	
	20		
Fire Protection Service			
Private Fire Service – Unmetered	29	Seventh Revised Page	(I)(C)
Private Fire Service – Unmetered (cont'd)	30	Seventh Revised Page	(C)
Private Fire Service – Metered	31	Fifth Revised Page	(I)
Public Fire Service	32	Eighth Revised Page	(I)(C)
Surcharges and Fees			
State Tax Adjustment Surcharge	33	First Revised Page	
PENNVEST Surcharge	34	First Revised Page	
Distribution System Improvement Charge (DSIC)	35	Twenty-second Revised Pag	e(D)(C)
Distribution System Improvement Charge (DSIC) (cont'd)	36	First Revised Page	
Distribution System Improvement Charge (DSIC) (cont'd)	37	Second Revised Page	
Distribution System Improvement Charge (DSIC) (cont'd)	38	First Revised Page	
Miscellaneous Fees	39	First Revised Page	
Reserved Page for Future Use	40	Sixth Revised Page	(C)
Reserved Page for Future Use	40.1	Third Revised Page	(C)
Rules and Regulations			
1. The Water Tariff	41	Second Revised Page	
2. Definitions	42	First Revised Page	
Definitions (cont'd)	43	Third Revised Page	(C)
Definitions (cont'd)	44	First Revised Page	
3. Application for Service and Street Service Connection	45	First Revised Page	
4. Service Pipes	46	Third Revised Page	(C)
Service Pipes (cont'd)	47	Third Revised Page	(C)
Service Pipes (cont'd)	47.1	Second Revised Page	(C)
Service Pipes (cont'd)	47.2	Second Revised Page	(C)
5. Meters and Meter Installations	48	First Revised Page	
Meters and Meter Installations (cont'd)	49	Third Revised Page	(C)
6. Meter Tests	50	Third Revised Page	

(I) means Increase, (D) means Decrease and (C) means Change

# Supplement No. 40 to Tariff Water-PA P.U.C. No. 5 Fifth Revised Page 6 Canceling Fourth Revised Page 6

# TABLE OF CONTENTS

Rules and Regulations (cont'd)	<u>Page</u> Number		
7. Credit	51	Third Revised Page	(C)
Credit (cont'd)	52	Third Revised Page	
8. Public Fire Hydrants	53	Fourth Revised Page	(C)
Public Fire Hydrants (cont'd)	54	Third Revised Page	(C)
Public Fire Hydrants (cont'd)	55	First Revised Page	
Public Fire Hydrants (cont'd)	56	Fifth Revised Page	(C)
9. Sales for Resale	57	First Revised Page	
10. Payment Terms	58	Fourth Revised Page	(C)
11. Turn-On Fee	59	First Revised Page	
12. Termination and Discontinuance of Water Service	60	First Revised Page	
Termination and Discontinuance (cont'd)	61	Fourth Revised Page	(C)
13. Abatements and Refunds	62	First Revised Page	
14. Service Continuity	63	First Revised Page	
15. Liability of Company	64	First Revised Page	
16. General	65	First Revised Page	
17. Multiple Meters	66	First Revised Page	
18. Separate Meter and Service Line	66	First Revised Page	
19. Lawn Sprinkler System	67	First Revised Page	
20. Termination of Free Service Under Certain Contracts and other			
	68	First Revised Page	
21. Qualified Private Fire Hydrant	69	Third Revised Page	(C)
Qualified Private Fire Hydrant (cont'd)	70	First Revised Page	
Qualified Private Fire Hydrant (cont'd)	71	First Revised Page	
Qualified Private Fire Hydrant (cont'd)	72	First Revised Page	
Qualified Private Fire Hydrant (cont'd)	73	Fifth Revised Page	(C)
Qualified Private Fire Hydrant (cont'd)	74	First Revised Page	
Qualified Private Fire Hydrant (cont'd)	75	First Revised Page	
22. Cross Connections	76	First Revised Page	
23. Main Extensions for Non Bona Fide Service Applicants	77	First Revised Page	
Main Extensions Non Bona Fide (cont'd)	78	First Revised Page	
Main Extensions Non Bona Fide (cont'd)	79	First Revised Page	
23.2 Offsite Development Marketing Contract	80	First Revised Page	
24. Water Conservation Contingency Plan	81	First Revised Page	
Water Conservation Contingency Plan (cont'd)	82	First Revised Page	

#### Supplement No. 40 to Tariff Water-PA P.U.C. No. 5 Fifth Revised Page 7 Canceling Fourth Revised Page 7

# TABLE OF CONTENTS

#### <u>Page</u> Number

# Rules and Regulations (cont'd)

25. Residential Structures Equipped with Automatic Fire Protection Systems	83
26.Classification of Revenue (Classes of Service)	84
Classification of Revenue (Classes of Service) (cont'd)	85
27. Main Extensions for Bona Fide Service Applicants	86
Main Extensions for Bona Fide (cont'd)	87
Main Extensions for Bona Fide (cont'd)	88
Main Extensions for Bona Fide (cont'd)	89
Main Extensions for Bona Fide (cont'd)	90
Main Extensions for Bona Fide (cont'd)	91
Main Extensions for Bona Fide (cont'd)	92
Main Extensions for Bona Fide (cont'd)	93
Main Extensions for Bona Fide (cont'd)	94
Main Extensions for Bona Fide (cont'd)	95
Main Extensions for Bona Fide (cont'd)	96
Main Extensions for Bona Fide (cont'd)	97
Main Extensions for Bona Fide (cont'd)	98
Main Extensions for Bona Fide (cont'd)	99
Main Extensions for Bona Fide (cont'd)	100
28. Flat Rate Service	101
29. Taxes on Deposits for Construction, Customer Advances and Contributions in Aid of Construction	101

**First Revised Page** Third Revised Page **First Revised Page** First Revised Page **First Revised Page** First Revised Page **First Revised Page First Revised Page First Revised Page** First Revised Page First Revised Page First Revised Page **First Revised Page** First Revised Page **First Revised Page First Revised Page** First Revised Page **First Revised Page** Third Revised Page Third Revised Page

(C)

Effective Date: January 28, 2023

# TERRITORIES SERVED

# (By State Region and Company Water District) (All territories are subject to Rate Zone 1 unless otherwise noted)

#### Central Pennsylvania

#### Berwick District

**Columbia County** The Boroughs of Berwick and Briar Creek and the Township of Briar Creek **Luzerne County** The Borough of Nescopeck and the Township of Salem

#### Frackville District

#### Schuylkill County

The Borough of Frackville and adjacent territory in West Mahanoy, Butler, New Castle Townships and portions of Mahanoy and Walker Townships.

#### Hershey/Palmyra District

#### **Dauphin County**

Portions of the Townships of Conewago, Derry (which includes the area commonly referred to as "Hershey"), Londonderry, and West Hanover; adjacent territory in South Hanover,

#### Lebanon County

The Borough of Palmyra and the Townships of Annville, North Annville, North Londonderry, South Annville and South Londonderry

#### Lake Heritage District

#### Adams County

The Townships of Mount Joy, Mount Pleasant and Straban

#### Mechanicsburg District

# **Cumberland County**

The Boroughs of Camp Hill, Lemoyne, New Cumberland, Shiremanstown, West Fairview and Wormleysburg and the Townships of East Pennsboro, Hampden, Lower Allen, Silver Spring and portions of Middlesex Township and Upper Allen Township

#### York County

Portions of Townships of Fairview and Newberry

#### Milton/White Deer District

#### Northumberland County [language deleted]

The Boroughs of McEwensville, Milton, Northumberland and Watsontown and portions of the Townships of Delaware, East Chillesquaque, Point, Turbot, Upper Augusta and West Chillesquaque

# Union County

The Borough of Lewisburg and portions of the Townships of Buffalo, East Buffalo, Gregg, Kelly and White Deer

#### Steelton District

# Dauphin County – Rate Zone 5

The Borough of Steelton and a portion of Swatara Township.

#### **Turbotville District**

### Northumberland County – Rate Zone 4

The Borough of Turbotville and portions of the Lewis Township.

(C) means Change

(C)

(C)

#### PENNSYLVANIA-AMERICAN WATER COMPANY

# TERRITORIES SERVED

# (By State Region and Company Water District) (All territories are subject to Rate Zone 1 unless otherwise noted)

#### Northeastern Pennsylvania

<u>Abington District</u> [language deleted] *Lackawanna County* The Boroughs of Clarks Green, Clarks Summit and Dalton and the Townships of Waverly and Glenburn and adjacent territory in South Abington and Abington Townships *Wyoming County* 

A portion of the Township of Overfield

# **Bangor Water District**

# Northampton County

The Boroughs of Bangor and Roseto and the Townships of Plainfield, Upper Mt. Bethel and Washington and portions of the Township of Lower Mt. Bethel.

# Blue Mountain Lake District

*Monroe County* The Townships of Smithfield and Stroud

# Lehman Pike District

*Pike County* Portions of the Townships of Delaware, Lehman and West Fall

Mid-Monroe District

*Monroe County* Township of Middle Smithfield

#### Nazareth District

*Monroe County* The Townships of Hamilton and Ross *Northampton County* 

The Boroughs of Nazareth, Pen Argyl, Stockertown, Tatamy and Wind Gap and the Townships of Bushkill, Forks, Lower Nazareth, Palmer, Plainfield and Upper Nazareth

#### Poconos District

Lackawanna County Portions of the Township of Jefferson Monroe County The Borough of Mount Pocono, the Township of Coolbaugh and the Village of Tobyhanna Wayne County Portions of the Township of Salem

# TERRITORIES SERVED

# (By State Region and Company Water District) (All territories are subject to Rate Zone 1 unless otherwise noted)

#### Northeastern Pennsylvania (cont'd)

#### Scranton District

Lackawanna County – Rate Zone 1 and Rate Zone 3 (former SLIBCO customers in Moosic)(C)The Cities of Carbondale and Scranton, the Boroughs of Archbald, Blakely, Dickson City, Dunmore, Jermyn,<br/>Jessup, Mayfield, Moosic, Old Forge, Olyphant, Taylor, Throop and Vandling and the Townships of Carbondale,<br/>North Abington, Scott, South Abington and a portion of the Township of Roaring Brook and Fell

# Susquehanna County

The Borough of Forest City *Wayne County* The Village of Browndale (Clinton Township)

#### Susquehanna District

### Susquehanna County

The Boroughs of Great Bend, Hallstead, Lanesboro, Montrose, Susquehanna and Thompson and the Townships of Bridgewater, Great Bend, Harmony and Oakland

### Wilkes-Barre District

#### Luzerne County

The Cities of Nanticoke, Pittston and Wilkes-Barre, the Boroughs of Ashley, Avoca, Courtdale, Dallas, Dupont, Duryea, Edwardsville, Exeter, Forty Fort, Hughestown, Kingston, Laflin, Larksville, Laurel Run, Luzerne, Plymouth, Pringle, Shickshinny, Sugar Notch, Swoyersville, Warrior Run, West Pittston, West Wyoming, Wyoming and Yatesville and the Townships of Fairview, Hanover, Hunlock, Jenkins, Kingston, Newport, Pittston, Plains, Plymouth, Rice, Wilkes-Barre, Wright, and portions of the Townships of Conyngham, Jackson and Union.

#### Southeastern Pennsylvania

#### Coatesville District

#### Chester County

The City of Coatesville, Parkesburg and South Coatesville and portions of the Townships of Atglen, Caln, East Fallowfield, Highland, Sadsbury, Valley (portions – Rate Zone **2**), West Caln and West Sadsbury **(C)** *Lancaster County* 

The Borough of Quarryville and the Townships of Bart, Colerain, Eden and Sadsbury

#### Glen Alsace District

#### Berks County

The Borough of St. Lawrence and the Townships of Amity and Exeter and portions of Earl and Ruscombmanor

#### Norristown District

#### Montgomery County

The Boroughs of Bridgeport and Norristown and portions of the Townships of East Norriton, East Pikeland, Lower Providence, Perkiomen, Plymouth, Upper Merion, West Norriton, Whitemarsh, Whitpain and Worcester and portions of Skippack

# SCHEDULE OF RATES

# RATE ZONE 1 - GENERAL METERED SERVICE FOR RESIDENTIAL RATE CLASS

#### APPLICABILITY

The rates under this schedule apply throughout the territories, unless otherwise noted on the territories served page, served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.

# AVAILABILITY

The rates under this schedule are available to customers in the Residential Class.

#### METERED SERVICE

All water supplied by the Company under this rate schedule for any and all purposes shall be metered. All meters shall be read monthly or bimonthly and the water used shall be paid for in accordance with the following schedule of rates.

#### RATE

#### Service Charge For Residential Rate Class

The following monthly service charge shall apply based on the size of meter required to render adequate service, as determined by the Company:

Size of Meter	Service Charge per Month
5/8 inch	\$17.50
3/4 inch	\$17.50
1 inch	\$17.50
1-1/2 inch	\$17.50
2 inch	\$121.80 (I)
3 inch	\$227.20 (I)
4 inch	\$285.10 <b>(I)</b>
6 inch	\$426.80 <b>(I)</b>
8 inch	\$826.30 <b>(I)</b>

#### **Consumption Charges For Residential Class:**

The following rates shall apply per 100 gallons:

# SCHEDULE OF RATES

# RATE ZONE 1 - GENERAL METERED SERVICE FOR COMMERCIAL, MUNICIPAL AND OTHER WATER UTILITY RATE CLASSES

#### APPLICABILITY

The rates under this schedule apply throughout the territories, unless otherwise noted on the territories served page, served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.

# AVAILABILITY

The rates under this schedule are available to customers in the **Commercial, Municipal and Other Water Utility Classes**.

#### METERED SERVICE

All water supplied by the Company under this rate schedule for any and all purposes shall be metered. All meters shall be read monthly or bimonthly and the water used shall be paid for in accordance with the following schedule of rates.

#### RATE

#### Service Charge For Commercial, Municipal and Other Water Utility Rate Classes

The following monthly service charge shall apply based on the size of meter required to render adequate service, as determined by the Company:

Size of Meter	•		arge Per Month <u>r Utilities Group A &amp; B</u>	
5/8 inch	\$18.50	(I)	\$29.10	(I)
3/4 inch	\$28.00	(I)	\$44.00	(I)
1 inch	\$46.60	(I)	\$73.00	(I)
1-1/2 inch	\$76.10	(I)	\$145.00	(I)
2 inch	\$121.80	(I)	\$232.00	(I)
3 inch	\$227.20	(I)	\$436.00	(I)
4 inch	\$285.10	(I)	\$726.00	(I)
6 inch	\$426.80	(I)	\$1,452.00	(I)
8 inch	\$826.30	(I)	\$2,325.00	(I)
10 inch	\$1,196.60	(I)	\$3,340.00	(I)
12 inch	\$1,713.70	(I)	\$4,793.00	(I)

**Consumption Charges For Commercial, Municipal and Other Water Utilities Rate Classes:** The following rates shall apply per 100 gallons:

Commercial		
First 16,000 gallons	\$1.5613	(I)
All in excess of 16,000 gallons	\$1.1493	(I)
Municipal		
First 16,000 gallons	\$1.6700	(I)
All in excess of 16,000 gallons	\$0.9140	(I)
Other Water Utilities		
Group A All at	\$0.7950	(I)
Group B All at	\$1.1300	

# SCHEDULE OF RATES

# RATE ZONE 1- GENERAL METERED SERVICE FOR INDUSTRIAL RATE CLASS

#### APPLICABILITY

The rates under this schedule apply throughout the territories, unless otherwise noted on the territories served page, served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.

#### AVAILABILITY

The rates under this schedule are available to customers in the Industrial Class.

#### METERED SERVICE

All water supplied by the Company under this rate schedule for any and all purposes shall be metered. All meters shall be read monthly or bimonthly and the water used shall be paid for in accordance with the following schedule of rates.

#### RATE

#### Service Charge For Industrial Rate Class

The following monthly service charge shall apply based on the size of meter required to render adequate service, as determined by the Company:

Service Charge per Month
\$28.00 <b>(I)</b>
\$42.00 <b>(I)</b>
\$70.00 <b>(I)</b>
\$140.00 <b>(I)</b>
\$224.00 <b>(I)</b>
\$420.00 <b>(I)</b>
\$701.00 <b>(I)</b>
\$1,401.00 <b>(I)</b>
\$2,243.00 <b>(I)</b>
\$3,223.00 <b>(I)</b>
\$4,625.00 <b>(I)</b>

# **Consumption Charges For Industrial Rate Class**

The following rates shall apply per 100 gallons per month:

Industrial		
First 16,000	\$1.4200	(I)
Next 584,000	\$1.0804	(I)
All In Excess of 600,000	\$0.8499	(I)
Industrial Curtailment*		
First 16,000	\$1.4200	(I)
Next 584,000	\$1.0804	(I)
Next 14,400,000	\$0.8499	(I)
All In Excess of 15,000,000	\$0.5110	(I)

\* Subject to the availability criteria and terms and conditions of the Industrial Curtailment Rate of this tariff, the foregoing rates shall apply per 100 gallons per month for service provided under the Industrial Curtailment Rate.

# SCHEDULE OF RATES

# <u>RATE ZONE 1 – GENERAL UNMETERED SERVICE</u> <u>FOR THE RESIDENTIAL CLASS</u>

#### APPLICABILITY

The rate under this schedule applies throughout the territories, unless otherwise noted on the territories served page, served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.

#### AVAILABILITY

This rate is available to a customer in the Residential Class that is added to the Company's service territory through an acquisition and does not have a meter at the customer's service address on the date of closing of such acquisition.

# UNMETERED SERVICE

All water supplied by the Company under this rate schedule will be unmetered. However, the Company may install a meter of appropriate size at the customer's premise based on the Company's meter installation schedule as determined by the Company. Upon installation of a meter at the customer's service address by the Company, a customer will no longer be eligible for this rate schedule and will be charged a service charge based on the size of meter required to render adequate service along with a charge for consumption usage based upon the applicable Rate Zone's metered rates in effect for the residential class.

#### RATE

The following monthly rate for service shall apply: **\$70.00** per month. (I)

# SCHEDULE OF RATES

### RATE ZONE 2 – GENERAL UNMETERED SERVICE FOR ALL RATE CLASSES

#### APPLICABILITY

The rates as set forth below apply in the **Valley** service territories served under this tariff for service (C) rendered on and after the Effective Date shown at the bottom of this page.

#### AVAILABILITY

The rates under this schedule are available to all customers in all rate classes.

#### METERED SERVICE

All water supplied by the Company under this rate schedule for any and all purposes, except Qualified Private Fire Hydrants and Public Fire Hydrants, shall be metered. All meters shall be read monthly or bimonthly and the water used shall be paid for in accordance with the following schedule of rates.

# RATE

#### Service Charge For All Rate Classes

The following monthly service charge shall apply based on the size of meter required to (C) render adequate service, as determined by the Company:

Size of Meter	All Customer Classes Effective 11/19/2021	Residential Effective 11/19/2023	Non-Residential Effective 11/19/2023	(C)
5/8 inch	\$28.12	\$17.50 <b>(D)</b>	\$18.50 <b>(D)</b>	
3/4 inch	\$28.12	\$17.50 <b>(</b> D <b>)</b>	\$28.00 <b>(D)</b>	
1 inch	\$28.12	\$17.50 <b>(D)</b>	\$46.60 <b>(I)</b>	
1-1/2 inch	\$28.12	\$17.50 <b>(D)</b>	\$76.10 <b>(I)</b>	
2 inch	\$28.12	\$121.80 <b>(I)</b>	\$121.80 <b>(I)</b>	
3 inch	\$28.12	\$227.20 <b>(I)</b>	\$227.20 (I)	
4 inch	\$28.12	\$285.10 <b>(I)</b>	\$285.10 <b>(I)</b>	
6 inch	\$28.12	\$426.80 <b>(I)</b>	\$426.80 <b>(I)</b>	
8 inch	\$28.12	\$826.30 <b>(I)</b>	\$826.30 <b>(I)</b>	

#### **Consumption Charges For All Rate Classes:**

The following rates shall apply per 100 gallons:

All Customers	Effective 11/19/2021	Effective 11/19/2023	(C)
First 3,400 gallons	Service Charge	\$1.1000 (I)	
All over 3,400 gallons	\$0.8400	\$1.1000 <b>(I)</b>	

(I) means Increase, (C) means Change and (D) means Decrease

# SCHEDULE OF RATES

# RATE ZONE 3 - GENERAL METERED SERVICE FOR ALL RATE CLASSES

#### APPLICABILITY

The rates as set forth below apply to former **SLIBCO** customers served under this tariff for **(C)** service rendered on and after the Effective Date shown at the bottom of this page.

#### AVAILABILITY

The rates under this schedule are available to all customers in all rate classes.

#### METERED SERVICE

All water supplied by the Company under this rate schedule for any and all purposes except, Qualified Private Fire Hydrants and Public Fire Hydrants, shall be metered. All meters shall be read monthly or bimonthly and the water used shall be paid for in accordance with the following schedule of rates.

# RATE

# Service Charge For All Rate Classes

The following monthly service charge shall apply based on the size of meter required to render adequate service, as determined by the Company:

Size of Meter	Service Charge Per Month	
5/8 inch	\$63.55	
3/4 inch	\$63.55	(C)
1 inch	\$63.55	(C)
1 1/2 inch	\$63.55	(C)
2 inch	\$63.55	
3 inch	\$63.55	(C)
4 inch	\$136.30	
6 inch	\$136.30	
8 inch	\$309.30	
10 inch	\$309.30	(C)

# **Consumption Charges For All Rate Classes**

The following rates shall apply per 100 gallons per month:

First 20,000 gallons per month	\$1.8940
Next 80,000 gallons per month	\$1.6780
All Over 100,000 gallons per month	\$1.3810

# SCHEDULE OF RATES

# **RATE ZONE 4 – GENERAL METERED SERVICE**

#### APPLICABILITY

The rates as set forth below apply in the Turbotville service territory served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.

#### AVAILABILITY

The rates under this schedule are available to customers in all Customer Classes.

#### METERED SERVICE

All water supplied by the Company under this rate schedule for any and all purposes, shall be metered. All meters shall be read monthly and the water used shall be paid for in accordance with the following schedule of rates.

# RATE

# Service Charge For All Rate Classes

The following monthly service charge shall apply based on the size of meter required to render adequate service, as determined by the Company:

Size of Meter	<b>Residential</b>	Commercial and Municipal
5/8 inch	\$17.50	\$18.50 <b>(I)</b>
3/4 inch	\$17.50	\$28.00 <b>(I)</b>
1 inch	\$17.50	\$46.60 <b>(I)</b>
1-1/2 inch	\$17.50	\$76.10 <b>(I)</b>
2 inch	\$121.80 <b>(I)</b>	\$121.80 <b>(I)</b>
3 inch	\$227.20 (I)	\$227.20 (I)
4 inch	\$285.10 (I)	\$285.10 <b>(I)</b>
6 inch	\$426.80 (I)	\$426.80 <b>(I)</b>
8 inch	\$826.30 (I)	\$826.30 <b>(I)</b>
10 inch		\$1,196.60 <b>(I)</b>
12 inch		\$1,713.70 (I)

# Consumption Charges For Residential, Commercial and Municipal Rate Classes:

The following rates shall apply per 100 gallons:

\$1.6108	(I)
\$1.0706	(I)
\$1.0706	(I)
\$1.6700	(I)
\$0.9861	(I)
	\$1.0706 \$1.0706 \$1.6700

# SCHEDULE OF RATES

# RATE ZONE 5 - GENERAL METERED SERVICE FOR ALL RATE CLASSES

#### APPLICABILITY

The rates as set forth below apply in the Steelton service territory served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.

#### **AVAILABILITY**

The rates under this schedule are available to all customers in all rate classes.

#### METERED SERVICE

All water supplied by the Company under this rate schedule for any and all purposes except, Qualified Private Fire Hydrants and Public Fire Hydrants, shall be metered. All meters shall be read monthly or bimonthly and the water used shall be paid for in accordance with the following schedule of rates.

# RATE

# Service Charge For All Rate Classes

The following monthly service charge shall apply based on the size of meter required to render adequate service, as determined by the Company:

	\$24.83 (I)	
3/4 inch\$17.50(D)\$28.00(I)1 inch\$17.50(D)\$46.60(I)1-1/2 inch\$17.50(D)\$76.10(D)2 inch\$121.80(I)\$121.80(I)3 inch\$227.20(D)\$227.20(D)4 inch\$285.10(D)\$285.10(D)6 inch\$426.80(D)\$426.80(D)8 inch\$826.30(I)\$826.30(I)16 inch\$1,623.92\$1,623.92\$1,826.9018 inch\$1,826.90\$1,826.90\$1,826.90	\$24.83 (I) \$24.83 (I) \$54.38 (I) \$97.93 (I) \$141.46 (I) \$320.98 (I) \$419.20 (I) \$670.70 (I) \$974.35 (I) \$1,623.92 \$1,826.90 \$2,029.89	

#### Consumption Charges For All Rate Classes:

The following rates shall apply per 100 gallons:

#### **All Customers**

First 1,700 gallons	\$1.6108	(I)
Next 18,300 gallons	\$1.6108	(I)
Next 30,000 gallons	\$1.2500	(D)
All over 50,000 gallons per month	\$1.2500	(I)

# **SCHEDULE OF RATES**

[Intentionally blank]

(C)

Supplement No. 40 to Tariff Water-PA P.U.C. No. 5 Third Revised Page 16.9 Canceling First and Second Revised Page 16.9

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

[Intentionally blank] (C)

# SCHEDULE OF RATES

# LOW-INCOME RIDER – ALL RATE ZONES FOR QUALIFYING RESIDENTIAL CUSTOMERS

#### APPLICABILITY

This rider applies throughout the territories served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.

### AVAILABILITY

This rider is available for a customer in the Residential Class that meets the low-income criteria of 150% based on the Federal Poverty Level ("FPL"). (C)

# RATE

The rates for the service charge or minimum bill under this tariff will be **as follows**: (C)

**Tier 1 (0%-50% of FPL):** 20% of the prevailing service charge or minimum bill in the rate zone (C)(I) where service is rendered.

**Tier 2 (51%-100% of FPL): 35%** of the prevailing service charge or minimum bill in the rate zone **(C)(I)** where service is rendered.

**Tier 3 (101%-150% of FPL): 60%** of the prevailing service charge or minimum bill in the rate zone **(C)(I)** where service is rendered.

The rate for water usage shall be billed as follows:

(C)

**Tier 1 (0%-50% of FPL):** 20% of the existing rates applicable to the rate zone where service is (C)(D) rendered.

**Tier 2 (51%-100% of FPL):** 50% of the existing rates applicable to the rate zone where service is (C)(D) rendered.

Tier 3 (101%-150% of FPL): 75% of the existing rates applicable to the rate zone where service is (C)(D) rendered.

# SCHEDULE OF RATES

# **INDUSTRIAL STANDBY RATE**

#### APPLICABILITY

This rate applies throughout the territories served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.

#### **AVAILABILITY**

This rate is available to a new industrial customer that has an alternative supply source or an existing industrial customer that purchases water from the Company and develops or obtains a new source of supply. In order to obtain service under this rate, the customer must execute a Service Agreement with the Company for a period of not less than two years.

An alternative source of supply for a new customer or a new source of supply for an existing customer, for purposes of this tariff, means any external or internal source of water supply other than the Company, including expansion of, or additions to, an existing source of water supply, that has capacity available to supply the customer with at least 100,000 gallons per day of water on average and, in the case of an existing customer, was added after the effective date of supplement 49 to Tariff Water Pa. P.U.C. No. 4 (August 28, 1998).

#### NOMINATION OF STANDBY SERVICE

The Service Agreement with the Company will identify the nature and amount of the customer's requirements for Standby Service. Standby Service will be available on a firm basis, an interruptible basis or combinations thereof. Customers electing to receive Standby Service on an interruptible basis will be subject to the same Terms and Conditions of curtailment as set forth in the Industrial Curtailment Rate.

The amounts of Standby Service to be nominated are the customer's requirements to meet Average Day Demand, Maximum Day Demand and Maximum Hour Demand. The sum of the customer's nominated firm and interruptible Maximum Day Demands shall be equal to the maximum day capacity of the new customer's alternative supply or the existing customer's new source of supply or such other reasonable amount agreed to by the Company and the customer.

# RATE

#### Service Charge

The monthly Service Charges under this rate schedule will be the same as those set forth on the Schedule of Rates Applicable to Rate Zone 1 for the industrial rate classification.

#### **Demand Charges**

The monthly Demand Charges under this rate schedule will be applied to the customer's nominated firm and interruptible standby demands in hundred gallons as set forth in the Service Agreement and are as follows:

	Firm Standby Service		Interruptible Standby Servi	
Average Day Demand	\$26.0607	(I)	\$7.1849	(I)
Maximum Day Demand	\$3.3550	(I)	\$1.0693	(I)
Maximum Hour Demand	\$39.5673	(I)	\$8.2755	(I)

# PENNSYLVANIA-AMERICAN WATER COMPANY C SCHEDULE OF RATES

# INDUSTRIAL STANDBY RATE (CONT'D)

# RATE (cont'd)

# **Consumption Charges**

In addition to the Service Charges and the Demand Charges, Consumption Charges will be rendered for all water delivered during the standby event in accordance with the following schedule:

Up to Average Daily Deliveries by Company during the seven days preceding the beginning of the standby event multiplied by the days during the standby event	Zone 1 Industrial Rates	
Next gallons - Firm Average Day Demand Nomination multiplied by the days during the standby event	\$0.0836 per hundred gallons	(I)
Next gallons - Interruptible Average Day Demand Nomination multiplied by the days during the standby event	\$1.0854 per hundred gallons	<b>(I)</b>
All amounts above sum of previously described amounts	\$1.8068 per hundred gallons	(I)

# **TERMS AND CONDITIONS**

**Initial Notification of Company.** Each customer that develops or obtains a new source of supply and retains a connection to the Company's system becomes a Standby Service customer and shall notify the Company within ten (10) days of so doing. The notification shall include the Maximum Day capacity of the source of supply and the customer's nominations of firm and interruptible standby demand requirements. The customer shall within thirty (30) days of developing or obtaining such new source of supply enter into a Service Agreement with the Company for Standby Service.

Each customer that is taking service under a Standby Service Agreement and increases the capacity of its source of supply shall be subject to the same notification requirements with respect to the additional capacity.

**Notification of Standby Event.** When a customer requires deliveries of water pursuant to this rate schedule, the customer shall notify the Company representative designated in the Service Agreement as soon as practical. The customer shall advise the Company representative of the probable daily quantities and the expected duration of the standby event. The customer also shall provide the Company with a notarized affidavit within thirty (30) days of the beginning of the standby event that describes the cause of the interruption of the customer's alternative supply. When the customer no longer requires deliveries of water pursuant to this rate schedule, the customer shall notify the Company representative. The time between these two notifications shall constitute the duration of the standby event.

# SCHEDULE OF RATES

### RESALE AND ELECTRIC GENERATION STANDBY RATE

#### APPLICABILITY

This rate applies throughout the territories served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.

#### AVAILABILITY

This rate is available to a new customer that has an alternative supply or an existing customer that develops or obtains a new source of supply. To obtain service under this rate, the customer must purchase water from the Company for resale or electric generation purposes and execute a Service Agreement with the Company for a period of not less than ten years.

An alternative source of supply for a new customer or a new source of supply for an existing customer, for purposes of this tariff, means any external or internal source of water supply other than the Company, including expansion of, or additions to, an existing source of water supply, that has capacity available to supply the customer with at least 100,000 gallons per day of water on average and, in the case of an existing customer, was added after the effective date of supplement 49 to Tariff Water Pa. P.U.C. No. 4 (August 28, 1998).

#### NOMINATION OF STANDBY SERVICE

The Service Agreement with the Company will identify the nature and amount of the customer's requirements for Standby Service. Standby Service will be available on a firm basis.

The amounts of Standby Service to be nominated are the customer's requirements to meet Average Day Demand, Maximum Day Demand and Maximum Hour Demand. The customer's nominated firm Maximum Day Demand shall be equal to the maximum day capacity of the new customer's alternative supply or the existing customer's new source of supply or such other reasonable amount agreed to by the Company and the customer.

#### RATE

#### **Service Charge**

The monthly Service Charges under this rate schedule will be the same as those set forth on the Schedule of Rates Applicable to Rate Zone 1 for the customer's rate classification.

#### **Demand Charges**

The monthly Demand Charges under this rate schedule will be applied to the customer's nominated firm standby demands in hundred gallons as set forth in the Service Agreement and are as follows:

Firm Standby Service

Average Day Demand	\$26.0607	(I)
Maximum Day Demand	\$3.3550	(I)
Maximum Hour Demand	\$39.5673	(I)

#### PENNSYLVANIA-AMERICAN WATER COMPANY C SCHEDULE OF RATES

### RESALE AND ELECTRIC GENERATION STANDBY RATE (CONT'D)

### RATE (cont'd)

# **Consumption Charges**

In addition to the Service Charge and the Demand Charges, Consumption Charges will be rendered for all water delivered during the standby event in accordance with the following schedule:

Up to Average Daily Deliveries by Company during the seven days preceding the beginning of the standby event multiplied by the days during the standby event	Applicable Zone 1 Industrial Rates	
Next gallons - Firm Average Day Demand Nomination multiplied by the days during the standby event	\$0.0836 per hundred gallons	(I)
All amounts above sum of previously described amounts	\$1.8068 per hundred gallons	(I)

#### TERMS AND CONDITIONS

**Initial Notification of Company.** Each customer that develops or obtains a new source of supply and retains a connection to the Company's system becomes a Standby Service customer and shall notify the Company within ten (10) days of so doing. The notification shall include the Maximum Day capacity of the source of supply and the customer's nomination of firm standby demand requirements. The customer shall within thirty (30) days of developing or obtaining such new source of supply enter into a Service Agreement with the Company for Standby Service. Each customer that is taking service under a Standby Service Agreement and increases the capacity of its source of supply shall be subject to the same notification requirements with respect to the additional capacity.

**Notification of Standby Event.** When a customer requires deliveries of water pursuant to this rate schedule, the customer shall notify the Company representative designated in the Service Agreement as soon as practical. The customer shall advise the Company representative of the probable daily quantities and the expected duration of the standby event. The customer also shall provide the Company with a notarized affidavit within thirty (30) days of the beginning of the standby event that describes the cause of the interruption of the customer's alternative supply. When the customer no longer requires deliveries of water pursuant to this rate schedule, the customer shall notify the Company representative. The time between these two notifications shall constitute the duration of the standby event.

**Use in Excess of Contractual Demands.** If and when the actual amounts of Standby Service Demands exceed the nominated amounts set forth in the Service Agreement, the actual demands shall become the nominated demands for the remainder of the term of the Service Agreement. Further, the customer will be billed an additional charge equal to the difference between the actual demand and previously nominated demand multiplied by the applicable demand charge and the number of months since the beginning of the term of the Service Agreement.

**Metering Equipment**. The customer shall pay the Company the cost, including installation, of all metering equipment, including meter interface units, that the Company, in its sole judgment, determines is necessary to properly implement Standby Service and to monitor the customer's compliance with its terms and conditions.

# SCHEDULE OF RATES

#### PRIVATE FIRE SERVICE – UNMETERED

#### APPLICABILITY

The rates under this schedule apply throughout the territories served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page

#### AVAILABILITY

The rates under this schedule are available to any existing unmetered private fire service customer who continues to utilize the service connection solely for fire prevention purposes in connection with the customer's fire sprinkler system, standpipe connection, or any other emergency or fire protection facilities.

# RATE

#### **Service Charge**

The following shall apply based on the size of service line connection required to render adequate service, as determined by the Company:

<u>Size of Connection</u> with Main	Service Charge per Month	
1 inch	\$5.34	(I)
1-1/4 inch 1-1/2 inch	\$5.34 \$7.69	(I) (I)
2 inch	\$13.68	(I)
3 inch	\$31.11	(I)
4 inch 6 inch	\$54.78 \$124.47	(I)
8 inch	\$221.56	(I) (I)
10 inch	\$346.02	(I)
12 inch	\$497.88	(I)

[Separate rate deleted]

#### **Qualified Private Fire Hydrants**

Service under this classification is subject to regulations set forth in Section 2.11 "Qualified Private Fire Hydrants".

Qualified Private Fire Hydrants

\$26.87 per month

[Separate rate deleted]

(C)

(C)

(I) means Increase and (C) means Change

# SCHEDULE OF RATES

# PRIVATE FIRE SERVICE – UNMETERED (CONT'D)

#### **TERMS AND CONDITIONS**

**Billing.** Bills for unmetered private fire service and Qualified Private Fire Hydrants will be rendered monthly in arrears.

**Inspection**. The customer shall permit Company personnel and the Company's authorized agents, representatives, consultants and experts access to the customer's facilities during regular business hours and upon not less than 24 hours' notice and shall permit inspection thereof to determine, to the Company's satisfaction, whether the customer is in compliance with the availability criteria and terms and conditions hereof. The Company shall have the right to install a consumption detection device on the service line or use other investigative measures to determine whether the service line is being utilized for purposes other than fire protection.

Maintenance. Qualified Private Fire Hydrants shall be owned, maintained, and repaired by the (C) customer, at customer's expense, unless otherwise agreed to by the Company. At the Company's discretion, the Company also has the right to maintain and repair Qualified Private Fire Hydrants.

**Metering Equipment**. Whenever, inspection of consumption detection devices on the service line or other investigative measures, indicate the service connection is being utilized for purposes other than fire protection, the Company will require the installation of a meter of appropriate size, and shall charge for service at the rates set forth under the Company's metered private fire service.

**Valley District - Metering Equipment**. Whenever inspection of consumption detection devices on the service line or other investigative measures indicate the service connection is being utilized for purposes other than fire protection, the Company will require the installation of a meter of appropriate size, and shall charge for service at the rates set forth under the Company's Rate Zone 6 – General Metered Service

# SCHEDULE OF RATES

# PRIVATE FIRE SERVICE – METERED

#### APPLICABILITY

The rates under this schedule apply throughout the territories served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.

# AVAILABILITY

The rates under this schedule are available to a customer that has existing private fire services that were previously unmetered and subsequently became metered in accordance with the terms and conditions of the rate schedule "Private Fire Service – Unmetered".

#### RATE

Size of Connection with Main	<u>Minimum</u>	per Mor	<u>ith</u>	
1 inch 1-1/4 inch 1-1/2 inch 2 inch 3 inch 4 inch 6 inch 8 inch 10 inch 12 inch	\$43.75 \$62.48 \$100.00 \$187.49 \$234.36 \$351.54 \$539.03 \$757.77 \$1,137.00	(I) (I) (I) (I) (I) (I) (I)		
SPRINKLERED RISK – Including 200 Heads	Minimum c	harge	\$65.22	(I)
SPRINKLERED RISK – Per Head	Over 200 H	leads	\$0.17	(I)
STANDPIPE SERVICE			\$50.71	(I)

#### **TERMS AND CONDITIONS**

**Amount of Use**. If the service is utilized as a general water service line as indicated by a continuing use of water in excess of 10,000 gallons per month for a period of three or more consecutive months, the customer shall be transferred to the Company's general service rate schedule and the minimum rate by size of meter will apply to this service in addition to the consumption charge.

# SCHEDULE OF RATES

# PUBLIC FIRE SERVICE

#### APPLICABILITY

The rates under this schedule apply throughout the territories served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.

#### **AVAILABILITY**

The rates under this schedule are available to customers with applications accepted by the Company under Section 8.5 of this tariff. Service under this classification is subject to regulations set forth in Section No. 8 "Public Fire Hydrants".

### RATE

Replacement of existing public fire hydrants with Company owned public fire hydrants will in all circumstances be charged at a rate of **\$243.60** per annum or **\$20.30** per month unless stated (I) otherwise below.

The annual charge for each public fire hydrant is **\$243.60** per annum or **\$20.30** per month except as **(I)** noted below:

All hydrants added after January 1, 2000, will be billed at 25% of the cost of service or **\$20.30 per month.** 

(I)(C)

	Monthly Charge for Each	
<u>Municipalities</u>	Public Fire Hydrant	

Moshannon Valley Area		
Bradford Township for hydrants		
contracted prior to February 18, 1988	\$6.25	
[Separate rate deleted]		(C)

(C) means Change and (I) means Increase

# SCHEDULE OF RATES

#### **DISTRIBUTION SYSTEM IMPROVEMENT CHARGE**

# **EXCEPT PUBLIC FIRE PROTECTION**

In addition to the net charges provided for in this Tariff, a charge of **0.00%** will apply to all bills rendered (**D**) with an ending read date on and after the Effective Date shown on the bottom of this page. This charge applies to all Rate Zones. (C)

The above charge will be recomputed quarterly using the elements prescribed by the Commission as shown on pages 36, 37 and 38 of this tariff.

(C) means Change and (D) means Decrease

[Negative Surcharge for Deferred Tax Credit eliminated] (C)

# THIS PAGE HELD FOR FUTURE USE

(C)

[Recoupment Surcharge eliminated] (C)

# THIS PAGE HELD FOR FUTURE USE

(C)

# **RULES AND REGULATIONS**

# 2. Definitions (cont'd)

**2.12 Remote Meter Reading Device**: A device which by electrical impulse or otherwise transmits readings from a meter, usually located within a residence, to a more accessible location outside of a residence.

**2.13 Residential Applicant**: A natural person at least 18 years of age not currently receiving service who applies for residential service provided by the Company or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested. A Residential Applicant does not include a person who, within 30 days after service termination or discontinuance of service, seeks to have another service reconnected at the same location or transferred to another location within the Company's service territory.

**2.14 Residential Customer**: A natural person at least 18 years of age in whose name a residential service account is listed and who is primarily responsible for payment of bills rendered for the service or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested. A Residential Customer includes a person who, within 30 days after service termination or discontinuance of service, seeks to have service reconnected at the same location or transferred to another location within the Company's service territory.

**2.15** Service Line: The Company-owned piping and appurtenances which run between and are connected to the Company's main and its street service connection.

**2.16** Service Pipe: That portion of a water line not owned by the Company which transmits water from the Company-owned water main to the Customer's premise. The water service pipe begins at the Company-owned street service connection and continues into the structure on the premise to be supplied.

# 2.16a Lead Service Pipe: Any Service Pipe constructed with lead or galvanized pipe located downstream from a Service Pipe constructed with lead.

**2.17 Single Premise**: A single premise is herein construed to cover a structure used by one family or occupant or where used by more than one family or occupant not adaptable to subdivision.

**2.18 Street Service Connection**: A street service connection is hereby understood to include a connection to the main pipe to and including the control valve and control valve box, used to carry water from the main to the curb line. The control valve and box terminates the Company's responsibility for expense of the street service connection.

**2.19 Temporary Service**: A water service connection which, at the time of application, is anticipated to be in service for less than a 12-month period.

**2.20 Unauthorized Use of Service**: Unreasonable interference or diversion of service, including meter tampering (any act which affects the proper registration of service through a meter), by-passing unmetered service that flows through a device connected between a main or service line and customer-owned facilities, unauthorized service restoration, or the otherwise taking or receiving of water service without the knowledge or approval of the Company.

(C) means Change

(C)

# **RULES AND REGULATIONS**

#### 4. Service Pipes

# 3.6 Owner or Landlord Responsibility for Service

If a building is master metered, the Company may, at its discretion, require the building owner or landlord to establish a single account for the building at the master meter in the name of the building owner or landlord even where there are existing meters for individual tenants behind the master meter.

#### 3.7 Acquired Customers

Upon acquisition of a water system where the Company is already the wastewater service provider, the Customer of record for water service shall be the same as the Customer of record for wastewater service.

# 4.1 Right to Reject

The Company may refuse to connect with any piping system or furnish water through one already connected if such system is not properly installed and maintained. The Company may also refuse to connect, etc., if lead base materials as defined in the Safe Drinking Water Act have been used after June 19, 1988, in any plumbing beyond the Company's curb stop. It shall be the Customer's responsibility to provide the Company with such certification.

# 4.2 Stop and Waste Valve

The Customer shall install a stop and waste valve on the service pipe immediately inside of the foundation wall of the building supplied and also on the outlet side of the meter. A double check valve shall also be installed on the outlet side of the meter. Such valves should be so located as to be easily accessible to the occupants and to provide proper drainage for the pipes in the building.

#### 4.3 Service Pipe Limitation

No fixture shall be attached to or any branch made in the service pipe between the meter and the street main. No extension of service shall be made by the Customer to provide water service to another premise.

#### 4.4 Trench Restriction

No service pipe shall be laid in the same trench with gas pipe, sewer pipe, electric cable, telephone cable or any other facility of a public service company, nor within three (3) feet of any open excavation or vault.

# 4.5 Service Pipe Specifications

The Company may specify the size, kind, quality and depth of the materials which shall be laid between the curb valve and the structure on the premise to be supplied. The Company may also disapprove any plumbing materials used within the premise to be supplied.

(C) means Change

# [Rules 4.6 and 4.7 moved to following page]

(C)

Effective Date: January 28, 2023

(C)

(C)

# **RULES AND REGULATIONS**

# 4. Service Pipes (cont'd)

# [Rules 4.6 and 4.7 moved from preceding page]

(C)

# 4.6 Check Valve, Backflow Prevention Device and Service Pipe Strainers

A minimum of an approved American Society of Sanitary Engineering 1024 (ASSE 1024) dual check valve shall be installed on all service pipes for residential service. Residential accounts having a lawn irrigation system or fire sprinkler system will be required to install a reduced pressure zone backflow prevention device on the line which services this part of the customer's system. Reduced pressure zone devices are to be tested and/or repaired annually. On service pipes for commercial or industrial service, a backflow prevention device of a type approved by the Company shall be installed. The location of the double check valve or backflow prevention device shall be approved by the Company. Service pipes used for fire protection must in addition have an approved fire service pipe strainer. The double check valve and backflow prevention device shall be owned and maintained by the Customer. Non-residential Customers shall certify annually, in writing to the Company, that these devices have been maintained and are in working order. This is to include a test and /or repairs performed by an inspector who is a certified backflow prevention device tester. They are also subject to Company inspection at reasonable times. A backflow prevention device tester must be certified by an entity that performs training to test and repair Check valves and backflow prevention devices which meet or exceed American Society of Sanitary Engineering (ASSE), American Backflow Prevention Association (ABPA) or equivalent standards and provides certification that such training has been completed in accordance with these requirements.

# 4.7 **Pressure Regulators**

When the static pressure is 100 lbs. or more at the Customer's premise, the Customer shall be responsible for the installation and maintenance of a pressure regulator or valve, which shall be installed on the inlet side of the meter.

#### 4.8 Water use Standards for Plumbing Fixtures

The Company may refuse to connect with any piping system or furnish water through one already connected in any new construction or renovation which does not comply with the Company's water use standards for plumbing fixtures.

#### 4.9 Customer Responsibility for Service Pipe

The Customer shall have full responsibility for the installation, repair, replacement, and maintenance of all Service Pipes, including full responsibility for metered water usage attributable to a leak in the Service Pipe; The failure of a Customer to properly install and maintain a Service Pipe, including replacement, shall constitute grounds for the Company to initiate action to terminate service to the Customer and seek recovery for any damage to the Company's facilities caused by an improperly functioning Service Pipe. Where an undetected, non-surfacing, underground leak is found in a Customer's Service Pipe, the Company shall credit the Customer with a one-time bill adjustment equal to forty percent (40%) of that portion of one month's consumption that exceeds the average monthly usage, based on the prior twelve month period, upon proper verification that the leak has been repaired. The Company shall require documentation to establish, to the Company's satisfaction, the existence of such repaired leak at the Customer's premises. Such bill adjustment will be provided only to the extent the Customer has not received a bill adjustment for an undetected, non-surfacing, underground leak at the same premises in the past five (5) years.

**RULES AND REGULATIONS** 

#### 4. Service Pipes (cont'd)

Notwithstanding Rules 2.11, 2.12, 2.14 and 4.9, the Company shall, provided that the customer

#### 4.9.1 Replacement of Lead Service Pipes

#### 4.9.1.1

consents, replace Lead Service Pipes pursuant to Parts 1 and 2 of its Lead Service Pipe replacement plan (Replacement Plan), subject to a budgeted allotment of \$15.0 million per year for all lead Service Line replacements under its Replacement Plan. [language deleted] The Company will replace Lead Service Pipes it encounters when replacing its mains and/or Service Lines up to 5,400 Lead Service Pipe replacements per year within a maximum amount of approximately \$15.0 million per year. [language deleted]The Company will replace a Lead Service Pipe at a Customer's request subject to the following conditions: (1) verification that the Customer has a Lead Service Pipe; (2) the time when the replacement occurs will be determined by the Company based on factors determined by the Company including, without limitation, the number of customer requests for Lead Service Pipe replacements in Company-designated geographic areas; (3) the annual cap of 5,400 Lead Service Pipe replacements; and (4) availability of funds not used for Part 1 replacements under the Company's budgeted allotment of \$15.0 million per year. Lead Service Pipe replacements performed pursuant to Replacement Plan – Part 1 will have priority on the use of funds under the annual budget allotment and, therefore, in any year, funds will be used for Lead Service Pipe replacements under Replacement Plan – Part 2 only to the extent that funds are available within the budget allotment and are not allocated to Part 1 replacements planned for that year. Portions of the annual budget allotment of \$15.0 million that are not expended on Lead Service Pipe replacements under Part 1 or Part 2 of the Replacement Plan in a year will roll-over to the next subsequent year, but use of the roll-over funds will still be subject to the requirement that priority be given to Part 1 replacements. If the Company does not use the excess budgetary allotment in the subsequent year, the excess budgetary allotment will not carry forward into the following year, i.e. excess budgetary allotments will not carryforward on a cumulative basis, subject to the cap on the number of Lead Service Pipe replacements per year. The Company may, but shall not be required, to petition the Commission for approval to modify its annual budget allotment of \$15.0 million if the Company, in its sole discretion, determines that its annual budget allotment no longer meets the future needs of administering both Parts of the Replacement Plan. However, no change may be made without prior Commission approval. Costs the Company incurs to replace Lead Service Pipes under the Company's Replacement Plan shall be subject to the accounting and rate treatment approved by the Order of the Pennsylvania Public Utility Commission (Commission) entered October 3, 2019 and Settlement at Docket No. P-2017-2606100 (Approval Order). After a Lead Service Pipe is replaced by the Company, the Customer shall own the Service Pipe and shall have full responsibility for the repair, replacement and maintenance of the new Service Pipe, which, upon installation, shall thereafter be subject to the terms of Rules 2.12, 2.14 and 4.9.

## 4.9.1.2

The Customer shall enter into an Agreement for Replacement of Lead Service Pipe, in a form provided by the Company, prior to the initiation of any work by the Company to replace a Customer's Service Pipe. The Company will provide a two-year warranty on workmanship and materials for any Customer **Lead** Service Pipes it replaces.

(C)

## **RULES AND REGULATIONS**

## 4. Service Pipes (cont'd)

#### 4.9.1.3

The Company will verify whether the property for which a Replacement Plan - Part 2 replacement was requested has a **Lead** Service Pipe, and if so, will test water from the tap of the dwelling within four **(C)** weeks after receiving such a request from a Customer or property owner, as applicable. The Company will notify the Customer occupying such property within three days of obtaining the test results.

## 4.9.1.4

The Company will provide a 10-cup filtered water container to low-income residential Customers who request (or if the Customer occupies a rental property, the property-owner has made, or has authorized the Customer to make, such request) that the Company replace their LSPs under Part 2 of the Company's Replacement Plan, provided that:

- 1. The Customer's household income is at or below 150% of the Federal Poverty Income Guidelines as determined by the Dollar Energy Fund, which the Company will engage to make this determination based on information available to, or obtained by, Dollar Energy Fund in the same manner Dollar Energy Fund determines a residential Customer's low-income status for other low-income programs of the Company;
- 2. The Company has verified that the Customer has a Lead Service Pipe; and
- 3. The Company's testing of water from the Customer's tap shows that the water has a lead level above the action level established by the Pennsylvania Department of Environmental Protection under the Environmental Protection Agency's Lead and Copper Rule.

#### 4.9.1.5

If the Company, at the request of a Customer or property-owner (as applicable), visits a Customer's site and determines that the Service Pipe has been replaced at or within one-year of the date the Company commenced a project to replace **Lead** Service Pipes and the Customer or property-owner (as applicable) (C) provides the Company with a paid invoice, a certification from a certified plumber, and other documentation determined by the Company to be appropriate to verify the replacement, the Company will reimburse the Customer's or property-owner's (as applicable) reasonable costs up to an amount not to exceed 125% of the costs the Company would have incurred to perform the replacement of a similarly-sized Service Pipe in the project area. A **Lead** Service Pipe project will commence on the date the Company begins physical main (C) replacement work in the project area that includes the Customer's site or when the Company deploys a contractor crew to the geographic area of a Replacement Plan – Part 2 project to perform grouped work activity, whichever is sooner.

(C)

## **RULES AND REGULATIONS**

## 5. Meters and Meter Installations (cont'd)

#### 5.4 Outside Meter Installations (Meter Box/Vaults)

Meter boxes/vaults shall be owned, furnished, installed and maintained by the Customer which meets the Company's specifications, at Customer's expense, unless otherwise agreed to by the Company. At the Company's discretion, the Company has the right to install **or relocate** a meter box/vault for a Customer's **(C)** property. The meter box or vault shall be placed immediately inside the Customer's property line or at such other location as may be ordered by the Company. The size and dimensions of the meter box or vault shall be as approved by the Company, give adequate access to the meter, and permit its installation or removal. When a concrete vault is used, a 10 foot wide (minimum) paved surface from the road to the vault, including curb depression, must be provided and maintained for vehicle access.

The Company has the authority to require a Customer or property owner, at their expense, to install a meter box/vault prior to restoration of service where there has been a termination of service by Company due to Unauthorized Use of Service.

## 5.5 Meter Service

All service provided by the Company except public fire and qualified private hydrant protection shall be metered.

## 5.6 Meter Installations for Flat-Rate Accounts and Unmetered Private Fire Services

Within 45 calendar days of notification by the Company, a flat-rate or unmetered private fire service Customer will provide a suitable meter setting at his own expense. The Company will provide the Customer with standard specifications for the meter setting. Any Customer who does not provide a suitable meter setting within the 45-day period will be subject to termination of service; or, at the option of the Company in the case of an unmetered fire service Customer, the installation will be made by the Company and a surcharge applied to the Customer's bill. The surcharge will be an annual fee equal to 17% of the total actual cost of installation.

## 5.7 Tampering with Meters or other Utility Equipment

When a meter or other utility equipment on a Customer's premises has been tampered with and the customer enjoys the use of or receives benefit from the water service intended to be metered, it may be reasonably inferred that the Customer tampered with the meter or other utility equipment. The penalties for tampering include but, are not limited to, termination of service, recovery by the Company of all costs related to the tampering, including payment for such water service as the Company may estimate from available information has been used but not registered by the Company's meter, and criminal sanctions pursuant to the laws of the Commonwealth. In addition, the Company has the authority to require a Customer or property owner, at their expense, to install a meter box/vault prior to restoration of service where there has been a termination of service by Company due to tampering with a meter or other utility equipment.

## **RULES AND REGULATIONS**

## 7. Credit

## 7.1 Customer's Liability for Charges

The Customer who has made application for water service to any premise shall be held liable for all water service furnished to such premise until such time as the Customer properly notifies the Company to discontinue the service for this account.

## 7.2 Prior Company Debts

(a) Service will not be furnished to former Customers until any indebtedness to the Company for previous service of the same or similar classification has been satisfied or a payment arrangement has been made on the debt. This rule does not apply to the disputed portion of disputed bills under investigation. The Company will apply this rule to the disputed portion of disputed bills, if, and only if: (1) the Company has made diligent and reasonable efforts to investigate and resolve the dispute; (2) the result of the investigation is that the Company determines that the customer's claims are unwarranted or invalid; and (3) the Commission and/or the Bureau of Consumer Services has decided a formal or informal complaint in the Company's favor and no timely appeal is filed. The Company will inform the Applicant or Customer of any information (C) relied upon by the Company to determine their responsibility for prior unpaid debt. The Company will also inform the Applicant or Customer of their right to dispute is pending. The Company will not deny service to a Customer or Applicant who has a protection from abuse, or other similar order evidencing domestic violence, on the basis that a prior debt was incurred in the name of someone other than the Customer or Applicant.

(b) The Company may utilize means in accordance with applicable law of determining an Applicant's or **(C)** Customer's liability for any indebtedness to the Company for previous service, including, but not limited to, the following: (1) use of Company records that containing confidential information previously provided to the Company for service; (2) a copy of a valid mortgage, lease or deed, which the Applicant or Customer is obligated to provide upon Company request; (3) other information contained in the Company's records that indicate that the Applicant or Customer was an adult occupant during the time the prior debt accrued; (4) use of commercially available skip tracing software that contains records of names and addresses; (5) use of information contained in credit reporting data utilized by the Company; or (6) a web based tool such as "LexisNexis" to research the Applicant's or Customer's information.

## 7.3 Customer's Deposit

(a) Non-Residential: The Company may charge deposits to Non-Residential Applicants and Non-Residential Customers if they have bad credit, lack Creditworthiness, or for other reasonable grounds determined by the Company, and as permitted by Federal Bankruptcy Law.

(c) Residential: The Company may charge deposits to Residential Applicants and Residential Customers as permitted by Commission statutes, rules regulations, and as permitted by Federal Bankruptcy Law. The Company will not charge a security deposit to a Customer or Applicant for service if the Customer or Applicant for service is confirmed to be income eligible for the Company's bill discount (C) program.

(1) Deposits may be required from a Residential Applicant who is unable to establish Creditworthiness to the satisfaction of the Company through the use of a generally accepted credit scoring methodology which employs standards for using the methodology that falls within the range of general industry practice and specifically assess the risk of public utility bill payment.

(2) Deposits may be required from a Residential Customer who fails to comply with the material terms or conditions of a settlement or payment arrangement or is delinquent in the payment of two consecutive bills, or three or more bills within the preceding twelve months.

## **RULES AND REGULATIONS**

## 7. Credit (cont'd)

## 7.9 Denial of Service to Residential Customers

(a) If the Company denies service **to a residential customer**, the Company will inform the Applicant in (C) writing of the reasons for the denial within 3 business days of the denial. With the Applicant's consent, the Company may provide to the Applicant the information electronically. The written denial statement will include the reason for the denial and information on the Applicant's ability to challenge the denial. If the Company is requiring payment of an unpaid balance, the Company will specify in writing the amount of the unpaid balance, the dates during which the balance accrued and the location and customer name at which the balance accrued. The statement will inform the Applicant's right to furnish a third-party guarantor in accordance with Commission regulations and the Applicant's right to contact the Commission.

(b) The written denial statement will inform the Applicant that if he or she is, based upon household income, confirmed to be eligible for a customer assistance program a deposit is not required. The Company will inform the Applicant of the procedures and documentation necessary to qualify for an exemption from a security deposit requirement.

(c) The written denial statement will include information informing victims of domestic violence with a protection from abuse order, or a court order issued by a court of competent jurisdiction in this Commonwealth which provides clear evidence of domestic violence, that there are special protections available. The Company will not shut off your water service during the winter without PUC permission. Depending on your income, a special payment arrangement may be available. Your service may not be terminated on a Friday. You may not be held responsible for a bill in someone else's name. You may not be required to pay a security deposit. If you are required to pay a security deposit, you may be able to pay it over three payments. You will receive additional 48-hour notice prior to termination.

## 8. Public Fire Hydrants

## 8.1 Ownership and Maintenance

All public fire hydrants furnished, installed, and paid for by the Company shall be inspected and maintained by the Company.

#### 8.2 Use Restricted

The use of fire hydrants, whether owned by the Company or by the Customer, will be restricted to the taking of water for the extinguishing of above-ground fires. Water shall not be taken from any fire hydrant for construction purposes, extinguishing underground fires, sprinkling streets, flushing sewers or gutters or for any other use unless specifically permitted by the Company for the particular time and occasion. If the Company grants permission to use fire hydrants for purposes other than the extinguishment of fires, such use will be applied only if an approved backflow prevention device is attached to the hydrant. Said device shall be furnished by the Customer.

#### 8.3 Change in Location

Whenever a change in location of a fire hydrant is ordered by a municipality, such change will be made at the expense of the municipality.

## 8.4 Public Hydrants Installed on Main Lines Installed After December 31, 1988

Whenever a hydrant is ordered subsequent to the completed installation of a new main installed after December 31, 1988, a NON REFUNDABLE charge of \$1000 per hydrant along with any applicable state and federal tax liabilities, plus any local permit/occupancy fees will be required with the application. The fee for any hydrant installed on mains installed prior to January 1, 1989 or installed during construction of new mains installed after December 31, 1988 will be limited to only the pertinent local permit or occupancy costs imposed by the ordering party.

(C) means Change

(C)

## **RULES AND REGULATIONS**

#### 8. Public Fire Hydrants (cont'd)

#### 8.5 Application for Public Fire Hydrant Service

	WBS Element No.	(C)
	Project Description	(C)
This Application made in triplicate this _	day of	, 20,
by (Applicant) (a M	<i>Iunicipal corporation of the C</i>	Commonwealth of
Pennsylvania), hereinafter called the "Appli	icant", to the <b>Pennsylvania</b> -	American Water
Company (a corporation of the Commonwe	alth of Pennsylvania), doing	business in the

of \_\_\_\_\_\_, hereinafter called the "Water Company."

The Applicant, upon the terms and conditions hereinafter set forth, hereby applies to the Water Company for the installation of (a) public fire hydrant(s) to be located at:

In consideration for which the Applicant agrees to be bound by all the terms and conditions of this application, and the Water Company's tariff as amended from time to time, and to pay the Water Company for service at the schedule of rates in effect from time to time during the rendition of such service.

The further terms and conditions upon which this application may be accepted by the Water Company are as follows:

First: The public fire hydrant shall be furnished, installed, inspected, and maintained by the Water Company.

Second: The use of the public fire hydrant will be restricted to the taking of water for the extinguishing of above-ground fires. Water shall not be taken from any fire hydrant for construction purposes, extinguishing underground fires, sprinkling streets, flushing sewers or gutters, or for any other use unless specifically permitted by the Water Company for the particular time and occasion. If the Water Company grants permission to use the fire hydrant for purposes other than the extinguishment of fires, such use will be applied only if an approved backflow prevention device is attached to the hydrant. Said device shall be furnished by the Applicant.

## **RULES AND REGULATIONS**

## 8. Public Fire Hydrants (cont'd)

## 8.5 Application for Public Fire Hydrant Service (cont'd)

Eighth: The Applicant agrees to provide any permits required by the Applicant relative to this application for public fire hydrant(s) contracted for or its future replacement.

IN WITNESS WHEREOF the Applicant through a duly authorized official has hereunto signed this Application the day and year first above written.

WITNESS APPLICANT

Print Name

(C)

(C)

Title

By\_\_\_\_\_

IN WITNESS WHEREOF the Water Company hereby accepts the foregoing Application this day of

\_\_\_\_\_, 20\_\_\_.

WITNESS PENNSYLVANIA-AMERICAN WATER COMPANY

By\_\_\_

Authorized Representative

[End of Application]

PENNSYLVANIA-AMERICAN WATER COMPANY Cance RULES AND REGULATIONS

## 10. Payment Terms

## 10.1 Billing Period

The Company shall render a bill once every billing period to every Customer in accordance with approved rate schedules. The due date for payment of a bill for service to Residential and Non-Residential Customers shall be no less than twenty (20) days from the date of transmittal. Payment received by the Company more than five (5) days after the due date will be charged a penalty of 1.50%, and such penalty will be calculated monthly thereafter only on the overdue portion of the bill. In no event shall the penalty charged exceed 18% annually.

## **10.2 Service Termination**

If a bill is not paid on or before its due date, service will be terminated. If a bill for service to a Qualified Private Fire Hydrant is not paid on or before its due date, service will be terminated upon written notice given fifteen (15) days in advance by the Company to the Customer.

## **10.3** Consumption not Combined

The use of water by the same Customer in different premises or localities will not be combined, and each installation shall stand by itself.

## 10.4 Disputed Bills

In the event of a dispute between the Customer and the Company respecting any bill, the Company will forthwith make such investigation as may be required by the particular case and report the result thereof to the Customer. When the Company has made such a report to the Customer sustaining the bill as rendered, the Customer shall have fifteen (15) days from the date of such report in which to pay the bill. If the Company determines that the bill originally rendered is incorrect, it will issue a corrected bill with a new due date for payment. Any amounts received by the Company in excess of the amount disclosed to be due by the Company's investigation of the dispute shall be returned to the Customer if the error arose from any cause other than the incorrect estimating of a Customer's consumption for the period in dispute.

## 10.5 Return Check Fee

The Customer will pay a fee as shown on the Miscellaneous Fees rate schedule, per incident where a check or automatic transfer of funds, which has been presented to the Company or its agent for payment of any bill, is returned by the bank for any reason including, but not limited to, non-sufficient funds, account closed, payment stopped, two signatures required, postdated, stale date, no account, drawn against uncollected funds, and unauthorized signature. This fee is in addition to any and all charges assessed by the bank.

## 10.6 Residential Customer Payment Arrangement

A **residential** Customer must first contact the Company to request a payment arrangement. The **(C)** Company will take into consideration the size of the unpaid balance, the ability of the Customer to pay, the payment history of the Customer and the length of time over which the bill accumulated. A Customer has the right to decline the Company's payment arrangement. If a Customer breaks a Company payment arrangement, the Commission may establish a payment arrangement.

(C)

## **RULES AND REGULATIONS**

## 12. Termination and Discontinuance of Water Service (cont'd)

## 12.3 Service Restoration Following Termination of Service

When water service to any premise has been terminated by Company for any reason, it will be restored only after the conditions, circumstances, or practices which caused the water service to be terminated are corrected and all applicable prior debts, deposits and fees paid.

## 12.4 Discontinuance of Service by Customer

A Customer who wishes to have service discontinued shall give at least three (3) days' notice to the Company, specifying the date on which service is to be discontinued. In the absence of proper notice, the Customer shall be responsible for all service rendered until the time that the Company shall have actual or constructive notice of the Customer's intent to discontinue service. The Customer shall not begin to use nor cease to use water service without the prior consent of the Company.

## 12.5 Termination of Residential Service for Nonpayment of Bills

Before termination of **residential** service, the Company will take the following steps:

(A) Provide a written notice of termination to the Customer at least 10 days prior to the scheduled shut off and the notice shall be in the form required by the Commission;

(B) Attempt to make personal contact with the Customer at least three days prior to the shut off date;

(C) During winter months (December 1 through March 31), if the Company cannot reach the Customer at the time of termination, the Company will leave a 48-hour notice at the residence;

(D) After complying with paragraphs (B) and (C), the Company will attempt to make personal contact with the Customer or responsible adult at the time service is terminated. Termination of service will not be delayed for failure to make personal contact;

(E) Upon termination, the Company will make a good faith attempt to provide a post termination notice.

## 12.6 Landlord Ratepayer Termination of Service for Nonpayment of Bills

Before termination of service to a Landlord Ratepayer that has tenants, the Company will take the following steps:

(A) Provide a written notice of termination to the Landlord Ratepayer at least 37 days prior to the scheduled shut off;

(B) Provide written notice of termination to each dwelling unit reasonably likely to be occupied by affected tenant at least 30 days prior to the scheduled shut off;

(C) Upon termination, the Company will post the termination notice at the dwelling, including common areas when possible.

## 12.7 Protection from Abuse Order

If you are a **residential Customer who is a** victim of domestic violence and have a Protection from Abuse **(C)** Order or other court order that shows clear evidence of domestic violence, there are special protections available. The Company will not shut off your water service during the winter months (December 1 through March 31), without PUC permission. Depending on your income, a special payment arrangement may be available. Your service may not be terminated on a Friday. You may not be held responsible for a bill in someone else's name. You may not be required to pay a security deposit. If you are required to pay a security deposit, you may be able to pay it over three payments. You will receive additional 48-hour notice prior to termination.

(C) means Change

(C)

(C) (C)

## RULES AND REGULATIONS

## 21. Qualified Private Fire Hydrant

#### 21.1 Terms and Conditions

Qualified Private Fire Hydrants will be installed under the terms and conditions of the Application for Qualified Private Fire Hydrant.

## 21.2 Application for Qualified Private Fire Hydrant

WBS Element:	(C)
Project Description:	(C)
Premise Number:	(C)
Premise Description:	(C)
Business Partner Number:	(C)

This Application made in t	riplicate this <u></u> da	ay of, 20_	_, by		(a
corporation of (Applicant) the S	State of)	, hereinafter	called th	ne "Applicant,"	to the
Pennsylvania-American Water Co	ompany (a corpor	ation of the Co	ommonwe	ealth of Pennsyl	vania),
doing business in the	of	, hereinaf	er called	the "Water Com	npany."
The Applicant, upon the te	erms and conditio	ons hereinafter	set forth	, hereby applies	s to the
Water Company for a inch serv	vice line connecte	d to the street	main of t	he Water Comp	any on
Street between	Street and	Street in the		of	,
for the purpose of attaching to said service line the following Qualified Private Fire Hydrant:					

such hydrant to be located within or upon the premise of the Applicant abutting the street on which the said main of the Water Company is located.

In consideration for which, the Applicant agrees to be bound by all the terms and conditions of this application, and the Water Company's tariff as amended from time to time, and to pay the Water Company for service at the schedule of rates in effect from time to time during the rendition of such service.

The further terms and conditions upon which this application may be accepted by the Water Company are as follows:

DENINO				Supplement No. 40 to Tariff Water-PA P.U.C. No. 5 Fifth Revised Page 73
PENNS	YLVANIA-AMERICAN	I WATER COMPANY RULES AND REGULAT		Third and Fourth Revised Page 73
		KULES AND REGULAT		
		21. Qualified Private Fire Hydrogeneity Private Fire Hydrogeneity Private Fire Hydrogeneity Private Pr	rant (cont'd)	
21.2	Application for Qua	alified Private Fire Hydrant (cont'o	(k	
	IN WITNES	SS WHEREOF the Applicant	has	hereunto signed
	name th	e day and year first above written.		
	WITNESS:			
		(Applicant)		
		(Applicant)		
		Print Name		(C)
		Title		(C)
		APPROVED		
	WITNESS:			
			4)	
		(Chief of Fire Departmen of	it)	
	IN WITNESS WH day of	EREOF the Water Company here , <u>20</u> .	by accepts t	he foregoing application this
	WITNESS:	PENNSYLVANIA-AMERICAN	N WATER CO	OMPANY
			Authorized I	Representative (C)
	[End of Applicatior	ו]		

## **RULES AND REGULATIONS**

#### 26.Classification of Revenue (Classes of Service)

#### 26.1 Residential

Sales to single premises residences or to multiple premises residences, including apartment houses, apartment buildings, detached houses, rowhouses, townhouses, condominiums and mobile homes, where each unit or premises is served through a separate meter.

#### 26.2 Commercial

- A. Sales to multiple premises residence served through a single meter or battery of meters.
- B. Sales to all private institutions and organizations.
- C. Sales to manufacturing or processing establishments where the water is not used principally in the manufacturing or processing functions.
- D. Include sales to residences such as apartment and boarding houses, hotels, offices, office buildings, retail and wholesale commercial establishments, laundries, churches, private schools and colleges, private hospitals, private cemeteries, etc., where water is not used primarily for industrial purposes.

#### 26.3 Industrial

- A. Sales to manufacturing or processing establishments where the water is used principally in the manufacturing or processing functions.
- B. Sales of water to manufacturing and industrial consumers such as steel works, automobile manufacturers, breweries, public utilities (other than sales to Other Water Utilities), stock yards, packing houses, grain elevators, bottling works.

#### 26.4 Municipal

- A. Sales to governmental agencies (other than sales of water for resale).
- B. Sales of water for municipal and other public purposes, other than public fire protection. Include sales for sewer and street flushing, also for street and sidewalk construction when done by the municipality. Also include sales such as the filling of public swimming pools, drinking and display fountains, parks, **public** schools **and colleges**, hospitals, cemeteries, **(C)** buildings. Sales of water for City, County, State and Federal uses are to be included in this classification.

## BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission v. Pennsylvania-American Water Company	:	Docket No. R-2022-3031672
Pennsylvania Public Utility Commission v. Pennsylvania-American Water Company Wastewater Division	:	Docket No. R-2022-3031673

#### **CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a copy of the foregoing Supplement No. 40 to Tariff Water-PA P.U.C. No. 5 upon the parties listed below, in accordance with the requirements of 52 Pa. Code §1.54 (relating to service by a party).

## VIA ELECTRONIC MAIL

Steven C. Gray PA Office of Small Business Advocate 555 Walnut Street Forum Place – First Floor Harrisburg, PA 17101 sgray@pa.gov

Erin Gannon Mackenzie C. Battle Lauren E. Guerra David T. Evrard PA Office of Consumer Advocate 5th Floor, Forum Place 555 Walnut Street Harrisburg, PA 17101 egannon@paoca.org mbattle@paoca.org Iguerra@paoca.org devrard@paoca.org

Joseph L. Vullo Burke Vullo Reilly Roberts 1460 Wyoming Avenue Forty Fort, PA 18704 <u>ilvullo@bvrrlaw.com</u> *Counsel for CEO*  Gina L. Miller PA Public Utility Commission Bureau of Investigation and Enforcement Commonwealth Keystone Building 400 North Street Harrisburg, PA 17120 ginmiller@pa.gov

Ria M. Pereira Lauren N. Berman Elizabeth R. Marx Pennsylvania Utility Law Project 118 Locust Street Harrisburg, PA 17101 <u>pulp@pautilitylawproject.org</u> *Counsel for CAUSE-PA* 

Kurt J. Boehm Jody Kyler Cohn Boehm, Kurtz & Lowry 36 East Seventh Street, Suite 1510 Cincinnati, OH 45202 <u>kboehm@bkllawfirm.com</u> <u>jkylercohn@bkllawfirm.com</u> *Counsel for Cleveland-Cliffs Steel*  Amee L. Mazzarese Dickie, McCamey & Chilcote, P.C. Attorneys at Law Two PPG Place, Suite 400 Pittsburgh, PA 15222-5402 <u>amazzarese@dmclaw.com</u> *Counsel for Cleveland-Cliffs Steel* 

Joan E. London Kozloff Stoudt Professional Corporation 2640 Westview Drive Wyomissing, PA 19610 <u>ilondon@kozloffstoudt.com</u> *Counsel for Borough of St. Lawrence, Berks County, PA* 

Karen O. Moury Eckert Seamans Cherin & Mellott, LLC 213 Market Street – 8th Floor Harrisburg, PA 17101 <u>kmoury@eckertseamans.com</u> *Counsel for Victory Brewing Company* 

Dated: January 26, 2023

Tucker R. Hull J. Chadwick Schnee Law Office of Tucker R. Hull, LLC 108 West Main Street P.O. Box 330 Annville, PA 17003 tucker@tucker-hull-law.com chadwick@tucker-hull-law.com Counsel for Exeter Township

Adeolu A. Bakare Errin T. McCaulley, Jr. McNees Wallace & Nurick LLC 100 Pine Street P.O. Box 1166 Harrisburg, PA 17108-1166 abakare@mcneeslaw.com emccaulley@mcneeslaw.com Counsel for PAWLUG

Lauren M. Burge Eckert Seamans Cherin & Mellott, LLC 600 Grant Street – 44th Floor Pittsburgh, PA 15219 <u>Iburge@eckertseamans.com</u> *Counsel for Victory Brewing Company* 

Clight Rose Inisiari

Elizabeth Rose Triscari, Esq. Susan Simms Marsh, Esq. Teresa K. Harrold, Esq. Pennsylvania-American Water Company 852 Wesley Drive Mechanicsburg, PA 17055

Kenneth M. Kulak, Esq. Catherine G. Vasudevan Brooke E. McGlinn, Esq. Mark A. Lazaroff, Esq. Moran, Lewis & Bockius LLP 1701 Market Street Philadelphia, PA 19103-2921

David P. Zambito, Esq Cozen O'Connor 17 North Second Street, Suite 1410 Harrisburg, PA 17101

Counsel for Pennsylvania-American Water Company