



DIRECT DIAL NUMBER:
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James J. Rodgers
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July 17, 2023

Administrative Law Judge Darlene Heep
Pennsylvania Public Utility Commission
Office of Administrative Law Judge
801 Market Street, Suite 4063
Philadelphia, PA 19107
dheep@pa.gov (via PUC E-Filing and email)

RE: IN RE: APPLICATION OF TOWAMENCIN TOWNSHIP, PURSUANT TO 66 PA. C.S. § 1102(A), FOR A CERTIFICATE OF PUBLIC CONVENIENCE TO OFFER, FURNISH, RENDER, AND SUPPLY WASTEWATER SERVICE TO THE PUBLIC IN CERTAIN PORTIONS OF WORCESTER TOWNSHIP, LOWER SALFORD TOWNSHIP, FRANCONIA TOWNSHIP AND LANSDALE BOROUGH, ALL IN MONTGOMERY COUNTY, PENNSYLVANIA

Docket No. A-2023-3040661

Dear Judge Heep,

Attached please find Applicant, Towamencin Township's Petition for Partial Reconsideration of Prehearing Order. As evidenced by the attached Certificate of Service, all parties to this proceeding are being duly served with a copy of this document.

Thank you for your review and consideration.

Very truly yours,

/s/ James J. Rodgers

James J. Rodgers

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Honorable Darlene D. Heep
July 17, 2023
Page 2

JJR/vah

cc: Ms. Athena Delvillar (via email)
Richard Kanaskie, Esquire (via PUC eService and email)
Sharon Webb, Esquire (via PUC eService and email)
Lauren Gallagher, Esquire (via email)
Samantha Newell, Esquire (via PUC eService and email)
Harrison Breitman, Esquire (via PUC eService and email)
Christopher Andreoli, Esquire (via PUC eService and email)
Darryl Lawrence, Esquire (via PUC eService and email)
Gregory Guilford, Esquire (via email)
James Garrity, Esquire (via email)
Robert Brand, Esquire (via email)
Eric Wert, Esquire (via email)
Mr. Brian Kalcic (via email)
Merle Ochrach, Esquire (via email)

**COMMONWEALTH OF PENNSYLVANIA
BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

IN RE: APPLICATION OF	:	DOCKET A-2023-3040661
TOWAMENCIN TOWNSHIP FOR	:	
CERTIFICATE OF PUBLIC	:	
CONVENIENCE TO OFFER,	:	
FURNISH, RENDER, AND SUPPLY	:	
WASTEWATER SERVICE TO THE	:	
PUBLIC IN CERTAIN PORTIONS OF	:	
WORCESTER TOWNSHIP,	:	
MONTGOMERY COUNTY,	:	
PENNSYLVANIA AND LOWER	:	
SALFORD TOWNSHIP,	:	
MONTGOMERY COUNTY,	:	
PENNSYLVANIA	:	

**PETITION OF TOWAMENCIN TOWNSHIP FOR PARTIAL
RECONSIDERATION OF PREHEARING ORDER**

Applicant, Towamencin Township (“Applicant” or “Towamencin”), by and through its counsel, Dilworth Paxson LLP, files this Petition for Partial Reconsideration of the Prehearing Order entered by Administrative Law Judge Heep on June 30, 2023.

Background

1. On May 12, 2023, Applicant filed an Application for a Certificate of Public Convenience, *Nunc Pro Tunc*, seeking approval from the Public Utility Commission for Applicant to offer, furnish, render, and supply wastewater service to the public in certain portions of Worcester Township, Lower Salford Township, Franconia Township and Lansdale Borough in Montgomery County, Pennsylvania (the “Application”). The Application was filed in anticipation of an Asset Purchase Agreement (the “APA”) between Applicant and Pennsylvania American Water Company (“PAWC”) in which Applicant agreed to sell substantially all of the assets of its wastewater system (the “Towamencin System”) to PAWC.

2. The Application is intertwined with the co-pending proceeding under Section 1329 initiated by PAWC seeking Commission approval of PAWC’s acquisition of the Towamencin

System, including the service to customers outside Towamencin that is the subject of this Application.

3. On June 22, 2023, Judge Heep conducted a telephonic prehearing conference. At that conference, Judge Heep stated that she was not disposed to consider in this proceeding, *inter alia*, Applicant's request for approval of an initial tariff providing for rates to be charged to customers in the applied-for territory for wastewater service. On June 26, 2023, counsel for the Applicant submitted a letter to Judge Heep "stating that rates are properly and required to be addressed in these proceedings." Order, June 30, 2023 at p. 2. Judge Heep responded to that letter in an email that same day, stating in part "You are correct concerning filing the rate tariff. The concern is the rate *increase* mentioned in the Application"¹ and noting that the issue would be addressed further in her Prehearing Order.

4. On June 30, 2023, Judge Heep entered a Prehearing Order which contained the following language:

Counsel is correct that Commission regulations require that an application for new service include proposed rates. 52 Pa.Code § 3.501 (a)(4). It is proper for the Applicant to file a tariff reflecting the rates of the entity for which the Applicant seeks a certificate. However, Applicant has for many years operated without a certificate from the Commission. If the application for a Certificate of Public Convenience is approved, the Applicant would have to avail itself of Commission rate procedures to increase its future rates as presented in the Application, as would any entity to which it may abandon service in the future.

Order, June 30, 2023 at p. 2.

Relief Sought and the Basis Therefor

5. As required by 52 Pa.Code § 3.501 (a)(4), Applicant submitted a proposed tariff in response to TUS Data Request Set 1 Request A-4, served by the Secretary of the Pennsylvania

¹ Attached hereto as Exhibit 1.

Public Utility Commission on June 6, 2023. Applicant provided the proposed tariff as Exhibit 1 to its Reply to TUS Data Request Set 1, filed and served on June 21, 2023.

6. Applicant has revised the proposed tariff and filed the amended proposed tariff in a supplement to its response to TUS Data Request Set 1 Request A-4 on July 17, 2023. The amended proposed tariff, attached hereto as Exhibit 2, clarifies the phase structure of the Wastewater Service Charge per EDU to be charged to customers. *See* Ex. 2, Sec. A.4. The amended proposed tariff explains that the first phase of the Wastewater Service Charge per EDU in effect until December 31, 2023 is as follows: residential customers are charged an annual flat rate of \$450.00 per EDU; and commercial customers are billed bi-annually and charged in one of two ways: (i) a flat rate of \$225.00 per EDU per billing cycle, or (ii) a metered rate equal to \$0.04611 per cubic foot of water consumption with a minimum fee of \$225 per EDU per billing cycle. The amended proposed tariff further explains that the second phase of the Wastewater Service Charge per EDU will be effective January 1, 2024 and will result in the following: residential customers will be charged an annual flat rate of \$590.00 per EDU; commercial customers will be billed bi-annually and will be charged in one of two ways: (i) a flat rate of \$295 per EDU per billing cycle, or (ii) a metered rate equal to \$0.06045 per cubic foot of water consumption with a minimum fee of \$295 per EDU per billing cycle.

7. The APA contemplates that the rates in effect at the time of closing will be the initial rates charged by PAWC for all customers, including those customers in the Applied-For Service Territory, prior to the closing on the proposed sale.² The amended proposed tariff represents the initial rates contemplated by the APA.

² Most of the customers in the Applied-For Service Territory reside in Worcester Township. Applicant began providing wastewater services to these customers pursuant to a Court Order issued on March 30, 1987 as a result of a settlement of litigation in the Court of Common Pleas of Montgomery County in a matter captioned *Bronia Sultanki v. Board of Supervisors of Towamencin*

8. The ALJ's declination to consider Applicant's proposed tariff submitted in connection with this proceeding may have been based on a misperception of the proposed tariff. The amended proposed tariff presents the initial tariff for the service requested, albeit in a stepped or phased fashion.

9. Applicant's amended proposed tariff sets forth rates to be charged (as they are in fact currently being charged) to all of its current customers, those situated within the Township and within the Applied-For Service Territory. It includes a scheduled change in those rates effective January 1, 2024, on the assumption that the PAWC purchase will not have closed by then. PAWC's application, and the APA, provide that PAWC's initial rates to the customers of the Towamencin System will be the rates in effect for them at the time of the closing of the acquisition, to be subject to a future rate proceeding before the Commission. *See* 66 Pa. C.S. § 1329(d)(1)(v) (requiring the acquiring utility to adopt the "existing rates" of the seller). Failure to adopt both phases of the proposed rates in this proceeding could result in different rates being charged to customers situated within the Township and those outside the Township after closing of the sale of the Towamencin System to PAWC. The discrepancy in rates would persist until new rates become effective as a result of a future PAWC base rate case, whenever that may be.

10. Accordingly, Applicant respectfully requests that consideration of the Towamencin Application include the amended proposed tariff to be applied by Towamencin in the event that the certificate to provide service is granted, including both phases of the proposed rates. Towamencin and the other parties to this proceeding should have an opportunity to submit evidence regarding the phased rates, as presented in the amended proposed tariff, and argue whether such rates are in the public interest.

Township and Towamencin Township, Civil Action No. 1986-03576, requiring Towamencin to provide wastewater service to a specified portion of Worcester Township.

11. Consideration of rates, including the approval of the initial tariff, is a standard part of the process for consideration of applications for new service, and approval of the proposed rates is addressed contemporaneously with a determination of whether the proposed service would be in the public interest. The Commission regularly approves applications for certificates of public convenience which include an initial tariff outlining proposed rates. See, e.g., *In re Sand Spring Water Co., Inc.*, No. A-210128, 2007 WL 2229620 (Pa. P.U.C. July 31, 2007). Treating Applicant's amended proposed tariff as a unitary initial tariff, rather than including a rate increase subject to a Commission tariff proceeding, has precedent and is the most efficient and equitable way to address these issues. Further, Pennsylvania law explicitly permits approval of multiyear rate plans such as the one Applicant submitted in its amended proposed tariff. See 66 Pa. C.S. § 1330(b)(1)(iv).

12. In *Applications of Pennsylvania-American Water Company*, 1995 PUC LEXIS 196 (Initial Decision August 29, 1995), *adopted* 1995 PUC LEXIS 146 (Opinion and Order, October 26, 1995) the Commission dealt with a number of issues. Instructive for present purposes is the fact that the presiding ALJ, addressing issues raised by a handful of customers regarding rates, commented with approval on the proposal of PAWC to phase in its new rates to equalize, over time, the rates paid by PAWC's other customers in Pennsylvania. The ALJ deemed PAWC's rate proposal to be reasonable, holding that: "It is reasonable for these customers to be charged, eventually, the same rates paid by PAWC's other customers across Pennsylvania." The ALJ's Initial Decision permitted PAWC to file a tariff that would phase in its own tariff rates for the acquired customers effective January 1 of the following year without a further rate proceeding. On review, the Commission adopted the Initial Decision.

13. Applicant urges the ALJ to follow the most efficient and equitable way to address any rate issues associated with the Applicant becoming a public utility, as determined by

precedent, and consider Applicant's amended proposed tariff as a single, unitary tariff with a phase rate structure.

WHEREFORE, Towamencin Township respectfully requests reconsideration of that portion of the June 30, 2023 Prehearing Order in which Judge Heep stated an intention not to consider Applicant's Proposed Tariff as part of the approval of Application and grant a Certificate of Public Convenience, *nunc pro tunc*, permitting Applicant to provide wastewater service in the Applied-For Service Territory.

Respectfully Submitted,

James J. Rodgers

James J. Rodgers, Esq. (PA ID 21635)
Elizabeth Preate Havey, Esq. (PA ID 80793)
Marc A. Feller, Esq. (PA ID 19545)

DILWORTH PAXSON LLP
1500 Market Street, Suite 3500E
Philadelphia, PA 19102
(215) 575-7143

Counsel for Applicant,
Towamencin Township

EXHIBIT 1

From: Heep, Darlene <dheep@pa.gov>
Sent: Monday, June 26, 2023 12:00 PM
To: Henwood, Valori A.; Delvillar, Shalea; Kanaskie, Richard; Webb, Sharon; pcicero@paoca.org; lgallagher@rudolphclarke.com; snewell@rudolphclarke.com; hbreitman@paoca.org; candreoli@paoca.org; dlawrence@paoca.org; greg@gsglaw.com; jgarrity@wispearl.com; rbrand@robertbrandlaw.com; ewert@dbdlaw.com; excel.consulting@sbcglobal.net
Cc: Rodgers, James J.; Havey Preate Elizabeth; Feller, Marc A.; Small, Jack; Farris, Deborah
Subject: RE: [External] A-2023-3040661, Application of Towamencin Township

You are correct concerning filing the rate tariff. The concern is the rate increase mentioned in the Application.

As far as the abandonment and transfer, it is not properly in this action and any pending or to be filed 1329 may be the proper proceeding in which to pursue it. Moreover, the company did not include the abandonment issue in the Pennsylvania Bulletin notice.

I will address these issues in a more exhaustive fashion in the Prehearing Order to be issued this week.

From: Henwood, Valori A. <vhenwood@dilworthlaw.com>
Sent: Monday, June 26, 2023 10:57 AM
To: Heep, Darlene <dheep@pa.gov>; Delvillar, Shalea <sdelvillar@pa.gov>; Kanaskie, Richard <RKANASKIE@pa.gov>; Webb, Sharon <swebb@pa.gov>; pcicero@paoca.org; lgallagher@rudolphclarke.com; snewell@rudolphclarke.com; hbreitman@paoca.org; candreoli@paoca.org; dlawrence@paoca.org; greg@gsglaw.com; jgarrity@wispearl.com; rbrand@robertbrandlaw.com; ewert@dbdlaw.com; excel.consulting@sbcglobal.net
Cc: Rodgers, James J. <jrodgers@dilworthlaw.com>; Havey Preate Elizabeth <epreatehavey@dilworthlaw.com>; Feller, Marc A. <mfeller@dilworthlaw.com>; Small, Jack <jsmall@dilworthlaw.com>; Farris, Deborah <dfarris@dilworthlaw.com>
Subject: [External] A-2023-3040661, Application of Towamencin Township

ATTENTION: This email message is from an external sender. Do not open links or attachments from unknown senders. To report suspicious email, use the [Report Phishing button in Outlook](#).

Good morning, Judge Heep,

On behalf of James J. Rodgers, Esquire, please see attached correspondence, which was PUC e-filed this morning. Thank you.

Kind regards,
Valori

VALORI A. HENWOOD | [DILWORTH PAXSON LLP](#)
Paralegal
1500 Market Street | Suite 3500E | Philadelphia, PA 19102
Tel: (215) 575-7031 | Fax: (215) 754-4603
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EXHIBIT 2

**COMMONWEALTH OF PENNSYLVANIA
BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

TOWMANECIN TOWNSHIP

**RATES, RULES AND REGULATIONS GOVERNING THE PROVISION OF
WASTEWATER COLLECTION, TREATMENT AND/OR DISPOSAL SERVICE TO
THE PUBLIC IN WORCESTER TOWNSHIP, LOWER SALFORD TOWNSHIP,
FRANCONIA TOWNSHIP, BOROUGH OF LANSDALE, UPPER GWYNEDD
TOWNSHIP, AND HATFIELD TOWNSHIP¹, MONTGOMERY COUNTY**

By: David Kraynik, Township Manager
Towamencin Township
1090 Troxel Road
Lansdale, PA 19606
215-368-7602 ext. 1201
dkraynik@towamencin.org

This initial tariff is implemented pursuant to Commission final order, entered _____, 2023, in *In Re: Application Of Towamencin Township, Pursuant To 66 Pa. C.S. § 1102(a), For A Certificate Of Public Convenience To Offer, Furnish, Render, And Supply Wastewater Service To The Public In Certain Portions Of Worcester Township, Lower Salford Township, Franconia Township And Lansdale Borough, All In Montgomery County, Pennsylvania*, Docket No. A-2023-3039900.

¹ Towamencin Township's facilities providing wastewater service to customers include approximately 420,000 linear feet of piping. A list and map depicting the customer territory is attached hereto as Exhibit A.

LIST OF CHANGES

Establish initial tariff for wastewater service to the public Worcester Township, Lower Salford Township, Franconia Township, Borough of Lansdale, and Upper Gwynedd Township, all in Montgomery County, Pennsylvania.

Towamencin Township hereinafter referred to as the “Company,”

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PART I: SCHEDULE OF CHARGES

SECTION A: Wastewater Service Charge

1. **Imposition of Charge:** A wastewater service charge is hereby imposed upon the owner of each improved property which is connected to and who uses the wastewater system, whether such use is direct or indirect, for service rendered, and shall be payable as provided herein.
2. **Wastewater Service Charge by Owner of Improved Property:** The wastewater service charge shall be payable by the owner of each improved property commencing the earlier of:
 - i. The date of actual physical connection of an improved property to the wastewater system; or
 - ii. Forty-five (45) days from the date indicated on the notice to connect.
3. **Wastewater Service Charge by Equivalent Dwelling Unit (EDU):**
 - a. **Metered Rate Basis:**
 - i. Wastewater service charge for any improved property, in the discretion of the Company, may be determined on a metered basis. Each customer billed on a metered rate basis shall, nonetheless, be required to purchase and apply to each such improved property a specific number of EDUs which number shall be determined in the same manner as if the improved property were paying wastewater service charges on a flat rate basis. However, the actual wastewater service charge shall be calculated according to:
 1. Metered volume of potable water consumption by the improved property, adjusted, if appropriate by the Company; or
 2. Metered volume of wastewater discharged by the improved property into the wastewater system, but subject to a minimum wastewater service charge per EDU.
 - b. **Estimated Rate Basis:** The wastewater service charge may be based upon the Company's estimate of potable water consumed or domestic sanitary wastewater or industrial wastes discharged by any improved property in accordance with the metered rate schedule provided herein.
4. **Wastewater Service Charge per EDU:**

The wastewater service charge will be implemented in two phases.

 - a. **Flat Rate Basis Phase One:**

- i. Residential: For all residential customers, the current annual wastewater fixed charge of \$450.00 per EDU.
 - ii. Commercial: For all commercial customers, the current wastewater fixed charge of \$225.00 per EDU per billing cycle.
 - b. Flat Rate Basis Phase Two:
 - i. Residential: As of January 1, 2024, residential customers will be charged an annual wastewater fixed charge of \$590.00 per EDU.
 - ii. Commercial: As of January 1, 2024, commercial customers will be charged an annual wastewater fixed charge of \$590.00 per EDU.
 - c. Metered Rate Basis Phase One:
 - i. Commercial: Commercial customers are assessed a metered rate equal to 0.04611 per cubic foot of water consumption with a minimum fee of \$225 per EDU per billing cycle.
 - d. Metered Rate Basis Phase Two:
 - i. Commercial: As of January 1, 2024, commercial customers will be assessed a metered rate equal to \$0.06045 per cubic foot of water consumption with a minimum fee of \$295 per EDU per billing cycle.
5. Slug Surcharge: A customer which allows a slug discharge, of either or both a hydraulic and/or loading nature, to occur shall be responsible for payment of the remedial cleanup costs, as well as any costs to or damages or losses suffered by the Company as a result of any interference in operation of the wastewater system.
6. Owner and/or Customer to Provide Information to Company:
 - a. The owner of any improved property and/or customer discharging wastewater into the wastewater system shall furnish to the Company all information deemed essential or appropriate by the Company for the determination of all applicable wastewater service charges and surcharges. The costs of obtaining such information shall be borne by such owner of the improved property and/or customer. The Company reserves the right to review the disposition of customer wastewaters at any time service is in force.
 - b. In the event of the failure of the owner and/or customer to provide adequate information, the Company shall estimate the applicable wastewater service charge and surcharge based upon available information or until such time as adequate information is received. There shall be no past rebate of past payment if the owner and/or customer refusal to provide such information results in overpayment.

SECTION B – Returned Check Charge

A charge of __ (\$__.00) will be assessed any time where a check which has been returned to the Company for payment on account has been returned by the payer's bank for any reason.

SECTION C – Late Payment Charge

All amounts not paid when due shall accrue a late-payment charge at the rate of ten percent (10%) if not paid within one hundred and twenty (120) days from the date of billing.

SECTION D – Prohibited Infiltration/Inflow Waters Charge

The owner of an improved property who fails to repair or correct the defects causing infiltration/inflow waters to flow into a wastewater system within ninety (90) days, after having received proper notice from the Company, will be assessed a penalty of one hundred dollars (\$100.00) per day, until such remedial action is satisfactorily completed.

SECTION E – Failure to Cleanup and Remedy Prohibited Discharges Charge

Failure of the owner of an improved property and/or customer to satisfactorily cleanup and remedy any prohibited discharge by act or omission, willfully, recklessly, or negligently as characterized in Part III, Section F, within twenty-four (24) hours, will result in a penalty of __ dollars (\$__.00), plus an additional __ dollars (\$__.00) for each day thereafter of non-compliance. The owner and/or customer shall additionally be responsible for payment of the remedial cleanup costs, as well as any costs to or damages or losses suffered by the Company as a result of any interference in operation of the wastewater system.

SECTION F – Connection Permit Application and Building Service Line Inspection Charge

The following charges will be assessed to the owner of an improved property to cover the costs incidental to the processing of a Connection Permit Application and the inspection of the building service line following installation: __ dollars (\$__.00) for Plumbing Permit; __ (\$__.00) for Sewer Collection Fee; __ dollars (\$__.00) for Inspection Fee; and __ dollar (\$__.00) for Customers Facilities Inspection Fee. These charges shall be payable when the Connection Permit Application is filed.

PART II – DEFINITIONS

The following words and phrases, when used in this tariff shall have the meanings assigned below unless the context specifically and clearly indicates otherwise:

1. Applicant: Any person, association, partnership, corporation, society, trust, religious organization or other group or entity, including municipalities, authorities, school districts, state or federal governmental agencies and other units of government who has an interest in improved property located within the service territory, including property owners, tenants renting under a lease of one year or longer, persons who have entered into an agreement, or other persons having a similar interest who apply to become a customer of the Company in accordance with Part III, Section A of this tariff. The term does not include

a customer who, within sixty (60) days after termination or discontinuance of service, seeks to transfer service within the service territory or to reinstate service at the same address.

2. **Building Sewer or Lateral:** The extension of the building drain from the curb line or property line to the public sewer or other place of disposal.
3. **Code:** The International Codes TM regulations, subsequent amendments thereto, or any emergency rule or regulations that the administrative authority having jurisdiction has lawfully adopted.
4. **Code Official:** The officer or other designated authority charged with the administration and enforcement of the Code, or a duly authorized representative.
5. **Commercial Establishment:** Any room, group of rooms, building, or enclosure connected, directly or indirectly, to the Company's wastewater system and used or intended for use in the operation of a business enterprise for the sale and distribution of any product, commodity, article, or service.
6. **Commercial Waste:** Any and all wastes discharged from a commercial establishment other than domestic sanitary wastewater.
7. **Commission:** The Pennsylvania Public Utility Commission.
8. **Company:** Towamencin Township, acting through its properly authorized agents or employees, each acting with the scope of the duties entrusted to them.
9. **Company Collection Mains:** A network of pipes located in public highways, streets, alleys, or private right-of-ways for the purpose of gathering wastewater from individual structures or dwellings and conveying the flow to a wastewater pumping or treatment facility.
10. **Company Service Lateral:** The pipe or line extending laterally out from the Company Collection Main that connects to the building service line at the hypothetical or actual curb line, edge of the right-of-way, or the actual property line.
11. **Customer:** A natural person or entity who is an owner of an improved property connected to the Company's wastewater system or lessee and who contracts with the Company for or

receives wastewater collection, treatment, and/or disposal service whether or not such contract is in writing.

12. Customer Service Line: See definition for Building Sewer or Lateral.
13. Domestic Sanitary Wastewater: Normal water carrying household and toilet wastes discharged from any improved property.
14. Dwelling Unit: Any room, group of rooms, house trailer, or other enclosure occupied or intended for occupancy as a separate business or a separate living quarters by a family or other group of persons living together or by a person living alone.
15. Equivalent Dwelling Unit or “EDU”: The unit of measure by which a wastewater service charge shall be imposed upon each improved property, as determined in Part I of this tariff, which shall be deemed to constitute the estimated, equivalent amount of domestic sanitary wastewater discharged by a single-family dwelling unit in a single day. One (1) EDU shall be equal to two hundred (200) gallons of wastewater per day for a three (3) bedroom residence.
16. Extension: An addition to the wastewater collection system to extend service into the Company’s franchise territory in order to accommodate more than one connection.
17. Franchise Territory: The land area where the Company has the exclusive right to provide wastewater service depicted in Exhibit A. The boundaries of this land area were approved the Commission in an Order dated _____ in accordance with its Certificate of Public Convenience at Docket No. A-2023-3040661.
18. Garbage: Solid waste resulting from the domestic and commercial preparation, cooking, and dispensing of food and from the handling, storage, and sale of produce.
19. Headworks: The first treatment unit or wet well at the wastewater treatment plant.
20. Improved Property: Any property within the Company upon which there is erected a structure intended for continuous or periodic habitation, occupancy, or use by human beings or animals and from which structure sanitary wastewater and/or commercial or industrial wastes shall be or may be discharged.
21. Industrial Establishment: Any improved property, used or intended for use, wholly or in part, for the manufacturing, processing, cleansing, laundering, or assembling of any

- product, commodity, or article, or any other improved property from which wastes, in addition to domestic sanitary wastewater, shall or may be discharged.
22. Industrial Waste: Any and all wastes discharged from an industrial establishment other than domestic sanitary wastewater.
 23. Infiltration: Any groundwater entering the building service lines through defective joints and cracks in the pipes.
 24. Inflow: Any water discharged into the building service lines from foundation and roof drains, floor drains, sump pumps, outdoor paved areas, cooling water from air conditioners, and unpolluted waters from commercial, educational, industrial, and institutional establishments.
 25. Interference: A discharge, alone or in conjunction with a discharge(s) from other sources, which:
 - a. Inhibits or disrupts the wastewater treatment facilities, its treatment processes, operations, or maintenance activities, or its sludge and resultant ash processes, use, reuse, recycling, or disposal;
 - b. Is a clause of a violation of a requirement of the Company's NPDES permit – including an increase in the magnitude or duration of a violation – or of the preventions of biosolids use or disposal in compliance with the following statutory provisions and regulations or permits issues thereunder – or more stringent State of local regulations:
 - i. Section 405 of the Clean Water Act (33 U.S.C.A. § 1345).
 - ii. The Solid Waste Disposal Act (42 U.S.C.A. §§ 6901 – 6987), including Title II, more commonly referred to as the Resource Conservation and Recovery Act of 1976.
 - iii. Regulations contained in the State's biosolids management plan prepared under Subtitle D of the SWDA, the Clean Air Act (42 U.S.C.A. §§ 6901 – 6987), the Toxic Substances Control Act (16 U.S.C.A. §§ 2601 – 2629), and the Marine Protection, Research, and Sanctuaries Act of 1972 (16 U.S.C.A. §§ 1431 – 1434; 33 U.S.C.A. §§ 1401, 1411 – 1421, and 1441 – 1445).
 26. Land Developer: An individual, a partnership, a limited liability company, or a corporation who acquires nature or unimproved land with no improvements or infrastructure and improves it with utility connections, roads, earth grading, covenants, and entitlements.
 27. Large Consumer: A customer whose metered or estimated consumption of water or volume of domestic sanitary wastewater discharged is in excess of ___ (___) gallons per calendar quarter in the case of a dwelling unit, and any commercial establishment, educational establishment, institutional establishment, or industrial establishment,

regardless of whether water consumption or volume of domestic sanitary wastewater or industrial wastes discharged.

28. Meter: Any device for the purpose of recording water consumption or the volume of wastewater discharged.
29. Nonresidential Service: Wastewater service supplied to a commercial establishment, educational establishment, institutional establishment, industrial establishment, a trailer park, multi-tenant apartment building, or any customer who purchases wastewater service from the Company for the purpose of resale.
30. NPDES Permit: A permit or equivalent document or requirement issues by the United States Environmental Protection Agency, or if appropriate, by the Pennsylvania Department of Environmental Protection, to regulate the discharge of pollutants under Section 402 of the Clean Water Act (33 U.S.C.A. § 1342).
31. Nuisance: A public nuisance as known in common law or in equity jurisprudence; whatever is dangerous to human life or detrimental to health.
32. Owner: A person vested with the ownership, legal or equitable, sole or partial, of any property located in the Township.
33. Person: Any individual, partnership, company, association, corporation, or other group or entity.
34. Pollutants: Any liquid, solid, or gaseous materials, including but not limited to, dredged oil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural, commercial and industrial wastes, and certain characteristics of wastewater.
35. Premises: Unless otherwise indicated, the residence of the customers.
36. Properly Shredded Garbage: Garbage that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in the Company's collection mains, with no particle greater than one-half (1/2) inch in any dimension.
37. Public Utility: Persons or corporations owning or operating equipment or facilities in this Commonwealth for wastewater collection, treatment, or disposal to the public.
38. Residential Service: Wastewater service supplied to an individual, single-family residential dwelling unit, including service provided to a commercial establishment if concurrent service is provided to a residential dwelling attached thereto. Wastewater service provided to a hotel or motel is not considered residential service.
39. Regulatory Agency: Agencies, including but not limited to, the Commission, the Pennsylvania Department of Environmental Protection, the United States Environmental

Protection Agency, and the River Basin Commissions, which have authority over the operations and/or discharges into and/or from the Company's wastewater treatment facilities.

40. Service Territory: Is the actual land area where the Company has collection facilities available to provide wastewater service.
41. Sewage: Any substance that contains any of the waste products, excrement, or other discharge from the bodies of humans or animals, and any noxious or deleterious substance being harmful or inimical to the public health, or to animal or aquatic life, or to the use of water for domestic water supply or recreation.
42. Slug: Any discharge of water, wastewater, or industrial waste which, in concentration of any given constituent or in quantity of flow exceeds, for any period of duration longer than fifteen (15) minutes, more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation.
43. Street: Any street, road, highway, land, avenue, court, cul-de-sac, alley, public way, or public square, including such streets as are dedicated to public use.
44. Storm Water Collection System: A separate network of gutters, ditches, swales, pipes, and inlets which receives discharges of storm water and/or conveys surface water, subsurface drainage, or storm water from buildings, grounds, parking lots, streets, etc. but excludes wastewater.
45. Tariff: All of the service rates, charges, rules, and regulations issued by the Company, together with any supplements or revisions thereto, officially approved by the Commission and contained in this document.
46. Termination of Service": Cessation of service, whether temporary or permanent, without consent of the Customer.
47. Toxic Substances: Any substances where gaseous, liquid, or solid waste which, when discharged to the Company's facilities in sufficient quantities, will be detrimental to any biological wastewater treatment process, constitute a hazard to human beings or animals, inhibit aquatic life, or create a hazard to recreation in receiving waters of the effluent from

the wastewater treatment plant, or as defined pursuant to PL 92-500 (Federal Water Pollution Control Act Amendments of 1972) or its amendments.

48. Wastes: Any liquid, gaseous, or solid substances or combination thereof which are discarded, leached, or spilled substances or combination thereof including domestic sanitary wastewater, but excluding unpolluted, storm, and ground waters.
49. Wastewater: A combination of the water-carried wastes from an improved property, together with such ground, surface, and storm water as may be present in Company collection mains and laterals.
50. Wastewater Service Charge: The service charge imposed by the Company hereunder, as amended from time to time, against the owner of each improved property and/or customer, for the use of the wastewater system, and against the owner of each reserved capacity EDU.
51. Wastewater System: All facilities, at any particular time, acquired, constructed, operated, and/or owned by the Company, for collecting, transporting, pumping, treating, and disposing of wastewater.
52. Unimproved Property: Any property upon which there exists no structure intended for continuous or periodic habitation, occupancy, or use by human beings or animals.

PART III: RULES AND REGULATIONS

SECTION A – Application for Service

1. Service Application Required: All applications for service must be in writing on an Application Form provided by the Company and signed by the owner or owners of the property to which wastewater service will be provided; except that where a lessee of property occupies or uses the property under a lease having a fixed term of one (1) year or longer, the lessee may request service as an applicant. An application for residential wastewater service shall only be made by an adult occupant whose name appears on the mortgage, deed, or lease of the property. The Company may, at its sole discretion, require that the applicant sign a separate contract for service.
2. Change in Ownership or Tenancy: All applications for service must be made to the Company upon any change in ownership where the owner of the property is the customer, or upon any change in the identity of a lessee where the lessee of the property is the customer. The Company shall have the right to discontinue or otherwise interrupt wastewater service in accordance with 52 Pa. Code § 56.91, if a new application has not been made and approved for the new customer.
3. Acceptance of Application: An application for service shall be considered accepted by the Company only upon written approval by the Company. The Company may provide service to the applicant pending formal review and acceptance of the application. The application may be approved or rejected by the company in accordance with 52 Pa. Code § 56.32, pertaining to credit standards. The person or persons making the application must sign the

same, and will be considered the customer(s) under the contract and will be responsible for all charges and proper observance of the Company's rules and regulations.

4. **Application Form:** An Application for Service form can be obtained at the Company's local business office, presently located at 1090 Troxel Road, Lansdale, PA 19446.
5. **Temporary Service:** In the case of temporary service for short-term use, the Company may require the customer to pay all costs of making the Company service lateral connection and for its removal and/or abandonment after the service has been discontinued, or to pay a fixed amount in advance to cover such expenses.

SECTION B – Construction and Maintenance of Owner's Facilities

1. **Building Service Line Connection Permit Requirement:** No building service line shall be connected to the Company's wastewater system without first obtaining from the Company a Building Service Line Connection Permit. Application for such permit must be in writing using the Application for a Connection Permit form provided by the Company and shall be signed by the owner(s) of the property. This permit only grants permission to connection to the Company's wastewater system and shall not be construed as authority to violate, alter, or set aside any of the provisions of the International Plumbing Code of Pennsylvania and any other applicable laws or ordinances. The permit is invalid unless the connection is made within one (1) year of permit issuance.
2. **Building Service Line:** The building service line shall be furnished, installed, maintained in good repair, and replaced, when necessary, by and at the sole expense of the owner. The Company shall rely on the regulations of the International Plumbing Code for the general requirements for the erection, installation, alteration, repairs, relocation, replacement, addition to, use of, and maintenance of the building service line. Connection to the Company's wastewater facilities may not occur unless the owner provides written proof (i.e., a notice of approval issued by the code official) that the building service line passed the testing and inspection requirements in accordance with Section 107 of the International Plumbing Code. The Company's authorized representatives or agents of the Company shall inspect the physical connection of the building service line with its service lateral before this work is backfilled.
3. **Owner's Responsibilities:** All building service lines, connections, cleanouts, traps, interceptors, separators, and screens furnished by the owner shall be maintained by the owner in good working order. All pipes, connections, couplings, valves, meters, and fixtures furnished by the Company and on property owned or leased by the customer shall be protected properly by the customer. When there is a backup in the premises, the customer should contact the Company's office to report the problem. The Company will dispatch an authorized representative or agent to inspect its facilities to insure that they are not the cause of the problem and will inform the caller of their findings. This inspection service is provided free of charge. The owner is responsible for the immediate repair of any leaks or blockages in the building service line. The Company shall not be liable for any damage or expense resulting from leaks, stoppages or defective plumbing or from any other cause occurring to any premises or within any building or structure when such

damage or expense is found to have resulted from stoppage, damage or defects in the building service line. The Company shall not be liable for a deficiency or failure of service when occasioned by an emergency, required repair, or failure from any cause beyond its control.

4. **Right to Reject and Test:** The Company may refuse to connect with any building service line or furnish service through a service line already connected if such service line is not properly installed, maintained, tested, repaired or replaced to the satisfaction of the Company. The Company at any time may request a Gravity Sewer Test be performed on the building service line, at the sole expense of the owner, whenever it has evidence the service line is leaking excessively. The leakage is excessive when the groundwater flow exceed one hundred (100) gallon per inch of nominal diameter per mile of pipe per day. The Gravity Sewer Test shall be in accordance with Section 312.6 of the International Plumbing Code.
5. **Individual Building Service Line Requirements:** Except as otherwise expressly authorized by the Company, each individual structure or dwelling shall be served only through a separate service line connected directly to the Company service lateral, and that this service line shall not serve any other structure or dwelling. No additional attachment may be made to any building service line for any purpose without the express written approval of the Company. The building service line shall not pass through or across any property other than that to be served.
6. **Connection to Company's Collection Main or Service Lateral:** No connection shall be made to the Company collection main, or to an existing Company service lateral, or detachment from it, except under the direction and control of the Company' authorized representative or it agent. All such connection shall be the property of the Company and shall be accessible to it and under its control. The Company will normally furnish, install and maintain all service laterals from the collection main to the curb, edge of right-of-way or property line and the connection fitting thereto.
7. **Owner's Pumping Units:** When a pump or ejector is required to use the Company's system, it shall be the owner's responsibility to purchase, install, operate, maintain, trouble-shoot, repair and replace the unit. The unit shall be designed to conform to the requirements of Section 712 of the International Plumbing Code.

SECTION C – Discontinuance, Termination, and Restoration of Service

1. **Discontinuance by Exoneration:** All requests for exoneration of the Wastewater Service Charges on the basis of a condition of vacancy existing at an improved property connected to the wastewater system must be in writing on an Application Form provided by the Company. When a customer requests exoneration, the following rules shall apply:
 - a. The owner or owners of the property shall complete and submit an Application for Exoneration of Vacated Property. The Application forms can be obtained at the Company's local business office, presently located at 1090 Troxel Road, Lansdale, PA 19446.

- b. A customer who wishes to have service discontinued by exoneration shall prepare and submit an Application giving at least a three (3) days notice to the Company. The property shall have been vacated for a period of thirty (30) consecutive calendar days and all utilities such as water, gas, electricity, cable, etc. must have been disconnected during this period. 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 wastewater service without the prior written consent of the Company. A customer discontinuing service remains a customer for purposes of paying a billing service restoration charge pursuant to Rule 5 of this Section for a period of nine (9) months.
 - c. Where a customer requests the restoration of service within six (6) months of having the service discontinued, the customer shall be subject to monthly minimum billing for that period.
2. Termination by Company: Service to the customer may be terminated for good cause, including, but not limited to, the following:
- a. Making an application for service that contains material misrepresentations;
 - b. Failure to repair any known leaks in building service lines;
 - c. Connecting, or failure to remove the connection, of any source of storm water, surface water, ground water, roof runoff, and/or uncontaminated water from air-conditioning systems, swimming pools, and so forth;
 - d. Tampering with any building service line, lateral connection, or installing or maintaining any unauthorized connection;
 - e. Theft of service, which shall include taking service without having made a proper application for service under Part III, Section A;
 - f. Failure to pay, when due, any charges accruing under this Tariff;
 - g. Discharge of any prohibited substance listed in Part III, Section F into the Company's system;
 - h. Failure to allow Company reasonable access to customer's property to inspect, investigate, read, sample, notify, maintain, repair, shutoff, etc.;
 - i. Receipt by the Company of an order or notice from the United States Department of Environmental Protection, a health agency, local code enforcement officer, or other similar authority, to terminate service to the property served on the grounds of violation of any law or ordinance, or upon notice to the Company from any such authority that it has ordered an existing violation on the property to be corrected and that such order has not been complied with; or

- j. Material violation of any provision of this tariff.
- 3. Notice: The Company will notify the customer in writing when a condition(s) that warrants termination is discovered. Notice of termination will be given in such a manner as may be specified in the Public Utility Code, 66 Pa. C.S. §§ 101 et seq.
- 4. Timing: Service will be terminated without notice for violations of Rule 2. a., d. and e. of this Section. A reasonable time will be allowed to investigate, correct or cure the condition(s) specified when the customer provides written notification to the Company of a realistic time schedule. A customer who does not notify the Company is subject to having its service terminated without further notice from Monday through Friday. The termination of service may also include the termination of water service to the premise.
- 5. Restoration of Service:
 - a. Conditions of Restoration: Whenever service is discontinued by exoneration or terminated pursuant to Rule 1 or Rule 2 of this Section, service shall be permitted by the Company only upon the payment by the customer of a billing service restoration charge, and if service was terminated under Rule 2, the curing of the problem(s) that gave rise to the termination.
 - b. Timing: When service to a customer has been terminated and, provided the Customer has met applicable conditions, the Company shall reconnect service as follows:
 - i. Within twenty-four (24) hours for erroneous termination or upon receipt by the Company of a valid medical certification from the customer;
 - ii. Within twenty-hour (24) hours for termination occurring after November 30 and before April 1;
 - iii. Within three (3) days for erroneous terminations requiring street or sidewalk digging;
 - iv. Within three (3) days from April 1 to November 30 for proper terminations; and
 - v. Within seven (7) days for proper terminations requiring street or sidewalk digging.

SECTION D – Billing and Collection

- 1. Issuance of Bills: The Company will bill each customer within fifteen (15) days of the last day of each billing period.
- 2. Billing Due Date: The due date for payment of a bill for nonresidential service shall be no less than fifteen (15) days from the date of transmittal. The due date for payment of a bill for residential service shall be no less than twenty (20) days from the date of transmittal.

If the last day for payment falls on a Saturday, Sunday or bank holiday, or on any day when the offices of the Company are not open to the general public, the due date shall be extended to the next business day. Failure to receive a bill shall not relieve the customer from its payment obligation. The presentation of bills to customers is a matter of accommodation and not a waiver of this rule. For bills paid by mail, the date of the Postal Service postmark is considered the payment date.

3. **Late-Payment Charge:** All amounts not paid when due shall accrue a late- payment charge. The Company may not impose a late-payment charge unless payment is received more than five (5) days after the billing due date.
4. **Change in Billing Address:** Where a customer fails to notify the Company of a change in billing address, the customer shall remain responsible to remit payment by the billing due date.
5. **Application of Payment:** Utility bills rendered by the Company shall include only the amount due for wastewater service. Where a customer remittance to the Company includes payment for any non-wastewater services, proceeds will be applied first to pay all outstanding regulated utility charges.
6. **Return Check Charges:** The customer will be responsible for the payment of a charge, for each time a check presented to the Company for payment on a customer's utility bill, for either wastewater or non-wastewater service, if the check is returned by the payer bank for any reason including, but not limited to, insufficient funds, account closed, payment stopped, two signatures required, post-dated, stale date, account garnished, or unauthorized signature. This charge is in addition to any charge, which may be assessed against the customer by the bank.
7. **Disputed Bills:** In the event of a dispute between the customer and the Company with respect to any bill, the Company will promptly make such investigation as may be required by the particular case and report the result to the customer. The customer is not obligated to pay the disputed amount during the pendency of the Company's investigation. When the Company has made 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, the Company will issue a corrected bill with a new due date for payment. Any amounts received by the Company in excess of the amount determined to be due by the Company's investigation of the dispute shall be refunded to the customer.
8. **Utility Bill Adjustment Policy for Metered Rate Customers:** When a metered customer of the Company believes they are entitled to relief, they will present their facts in writing to the Business Office no less than ten (10) days from the date of the bill transmittal. Metered Rate bill adjustments will only be considered if the disputed monthly usage exceeds \$50 over the previous three (3) months average billing. Only under extenuation circumstances, relief will only be considered for a single month. Metered Rate bill adjustments will only be considered if the metered usage for the quarter exceeds the previous quarter's usage by

20 percent or more. The Company at its discretion may charge a fee of up to \$50 to research the issue and make adjustments to the bill. The customer whose rate is based on domestic water meter readings must prove the excess water usage did not enter the wastewater system to be considered for relief. Normal usage such as automobile washing or pool maintenance will not be considered for relief. The customer must respond to the possible leak and take corrective action in an expeditious manner as soon as they become aware of a problem. The customer must present information explaining the corrective action taken to prevent this problem from occurring again. The Company will notify customers of exceeding higher than normal meter readings. Any excess usage from neglect or failure to perform proper maintenance, after being notified by the Company of such maintenance concerns, will not be considered for relief. In the event a customer challenges the accuracy of the meter, the process and fee for testing will be as specified at 52 Pa. Code § 65.8. Meters.

SECTION E – Deposits

1. Residential Customers:

- a. New Applicants – The Company will provide service without requiring a deposit unless the applicant was terminated for nonpayment within the prior twelve (12) months or has an unpaid balance for prior service from the Company. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
- b. Existing Customers – If a customer has paid late on two (2) consecutive occasions or a total of three (3) times within the prior twelve (12) month period, the Company may send a letter informing the customer that a deposit may be required if another late payment is received within the next twelve (12) months. An existing customer may be required to pay a deposit as a condition to having service restored after termination for non-payment or for failure to comply with a payment agreement. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
- c. Deposit Refunds and Interest – A deposit will be refunded if service is discontinued and the final bill is paid or if the customer has paid the bills for the prior twelve (12) month period without having been late on more than two (2) occasions and is not currently delinquent. Interest on deposits will be paid at the rate governed by 52 Pa. Code § 56.57. Interest rate. On deposits held for more than a year, the Company will pay to the depositor, at the end of each calendar year, the interest accrued thereon.

2. Nonresidential Customers:

- a. New Applicants – A deposit may be required from any new applicant who does not have prior satisfactory credit history with the Company. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.

- b. Existing Customers – Deposit requirements for existing nonresidential customers shall be as established for residential customers in Rule 1 of this Section.
- c. Deposit Refunds and Interest – A deposit will be refunded if the customer pays all bills on time over a twelve (12) month period or if service is discontinued and the final bill has been paid. There will be no interest paid on deposits for nonresidential accounts.

SECTION F – Wastewater Control Regulations

1. General Prohibitions:

- a. No customer shall introduce or cause to be introduced into the wastewater system any pollutant or wastewater that causes a pass through or interference. This applies to all customers whether or not they are subject to categorical pretreatment standards or any other National, State or local pretreatment standards or requirements.
- b. No storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, non-contact cooling water, and other uncontaminated water unless specifically authorized in writing from the Company shall be admitted. The use of uncontaminated water to dilute other contaminated wastewater to comply with established limitations shall be prohibited.

2. Prohibited Wastewater Discharges: No person shall cause or permit to be discharged into the Company's wastewater system any pollutants, substances, or wastewater having any of the following characteristics:

- a. Wastewater containing any gasoline, benzene, naphtha, fuel oil or other explosive liquids, solids or gases which by reason of their nature or quality may cause a fire or explosion, or be in any other way injurious to persons, the structures, or equipment of the wastewater system, or its operation².
- b. Wastewater, either liquid or vapor, having a temperature higher than 50° C (122° F). When higher temperatures exist, cooling methods shall be subject to the review and approval by the Company. In no case will discharged wastewater be allowed to cause the temperature of the wastewater at the headworks of the treatment plant to exceed 40° C (104° F).
- c. Wastewater having a pH lower than five point zero (5.0) or higher than ten point five (10.5) standard units, or having any corrosive properties capable of causing

² All users of the system shall refer to NFPA 328, entitled "Recommended Practices for the Control of Flammable and Combustible Liquids and Gases in Manholes, Sewers, and Similar Underground Structures.", prepared by the National Fire Protection Association, Inc., for the proper approaches relating to the problem of fire and explosive hazards.

damage or hazards to structures, equipment or personnel, or interferes with the proper operation of the wastewater system.

- d. Wastewater containing noxious or malodorous gases or substances which, either singly or by interaction with other wastewater or other pollutants, is likely in the opinion of the Company to create a public nuisance or hazard to life, or prevent entry into the Company collection mains for their maintenance or repair.
- e. Wastewater containing ashes, cinders, sand, litter, mud, straw, shavings, metal, glass, tar, rubber, plastics, wood, bottles, cans, utensils, shoes, rags, clothing, undergarments, hand towels, cotton, wool, or other fibers, chemical or paint residues, feathers, hair and fleshing, bone, entrails, whole blood, paunch, manure, butcher's offal, lime slurry or any other solid or viscous material of such character or in such quantity as in the opinion of the Company may cause an obstruction to the flow in the Company collection mains or otherwise interferes with the proper operation of the wastewater system.
- f. Wastewater containing any food waste that has not been property shredded by household type garbage grinder. The installation and operation of any garbage grinder equipped with a motor of one (1-hp) horsepower or greater shall be subject to the review and approval by the Company.
- g. Wastewater containing solids of such character and quantity that special and unusual attention is required for their handling.
- h. Wastewater containing any pollutants or substances which may affect the effluent and may cause violation of the National Pollutant Discharge Elimination System Permit.
- i. Wastewater containing pollutants or substances detrimental to the operation of the Company's wastewater treatment plant and/or collection mains causing erosion, corrosion or deterioration to the pipes, equipment and structures.
- j. Wastewater containing fat, wax, grease, tar or oil of petroleum origin, whether emulsified or not, in excess of one hundred (100) mg/l, or petroleum oil, non-biodegradable cutting oil or petroleum products of mineral oil origin in amounts that will cause interference or pass-through at the wastewater treatment facilities.
- k. Wastewater containing more than ten (10) mg/l of any of the following gases: hydrogen sulfide, sulfur dioxide, nitrous oxide, or any of the halogens.
- l. Wastewater containing toxic or poisonous pollutants or substances, in a sufficient quantity to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, or create any hazard in the Company collection mains. Toxic pollutants or substances shall include, but not be limited to wastewater containing cyanide, chromium, cadmium, mercury, copper, nickel, or materials listed as hazardous materials.

- m. Wastewater containing any pollutant or substance which may cause the wastewater treatment process to be in noncompliance with biosolids use, recycling or disposal criteria pursuant to guidelines or regulations developed under Section 405 of the Federal Act, the Clean Air Act or criteria for biosolids management and disposal developed by the Department of Environmental Protection.
- n. Wastewater containing any isotopes or other radioactive materials.
- o. Wastewater containing any color which may not be removed in the wastewater treatment process.
- p. Wastewater containing any pollutants or substances, including conventional pollutants or substances released at a flow rate and/or concentration that may cause interference with the operation of the wastewater system.
- q. Wastewater containing pollutants or substances which may solidify or become viscous at temperatures between 0° C (32° F) or 60° C (104° F).
- r. Wastewater containing pollutants or substances that alone or in combination may result in the release of toxic gases, vapors, or fumes in a quantity that will cause acute worker's health and safety problems.

3. Sampling and Analysis:

- a. Where, in the opinion of the Company, a significant amount of wastewater is involved, the customer shall install, as part of the building service line, a manhole for the purpose of sampling, measurement, and observation of the discharge. The manhole will be constructed according to Company specifications and in a manner that insures accessibility at all times.
- b. All measurements, sampling, testing and analyses of the characteristics of waters and wastewaters to which reference is made in the Rules and Regulations of the Company, shall be determined in accordance with 40 CFR Part 136.
- c. All inspections, measurements, sampling, testing and analyses deemed by the Company to be necessary under this Section or any other part of the Rules and Regulations of the Company, shall be done by the Company or its agents, employees or contractors. If the inspections, sampling, measurements, testing and/or analyses determine that a customer has created a situation which is in violation of any statute, ordinance, rule or regulation, then the customer shall be required to pay all costs incurred in remedying the situation. Otherwise, the costs involved are to be borne by the Company. Costs assessed against a customer pursuant to this Section, shall be in addition to any other fees charged by the Company. The costs shall be payable within thirty (30) days of presentation of an invoice to the customer at their current billing address.

- d. Where the Company deems it advisable, it may require any customer discharging wastewater to install and maintain, at his or her own expense, in a manner approved by the Company or its representative, a metering device to continuously measure and record the flow of the wastewater so discharged. The customer shall have ninety (90) days from the date of notice to comply with the Company's directive.
4. Disposal of Wastes from Holding and Septic Tanks or Cesspools: No person shall dispose of wastes from holding and septic tanks, cesspools, or other such sources of domestic waste to the Company's wastewater system, except as designated by the Company.
5. Penalties: The Company reserves the right to deny wastewater service for violation of any provision of these regulations, subject to PUC rules and regulations.
6. Damage to System and Indemnification: In the event of any damage to the Company's wastewater system caused by a customer, such damage shall be immediately reported to the Company and said customer shall reimburse Company for the costs of repairs.
7. Emergency Termination of Service: If a violation consists of the discharge of an explosive or flammable material or any other material which is highly toxic or creates a toxic gas so that there is imminent danger to the personnel, property or treatment process of the Company, or to the public or the environment, then the Company shall take whatever action is necessary to halt service and to protect the life and property.

SECTION G – Service Continuity

1. Regularity of Service: The Company may, at any time, interrupt service in case of accident or for the purpose of making connections, alterations, repairs or changes, or for other reasons. The Company will, pursuant to Commission regulations at 52 Pa. Code § 67.1 and as circumstances permit, notify customers to be affected by service interruptions. The Company reserves the right to restrict the use of wastewater collection service whenever the public welfare may require it.
2. Liability for Damages:
 - a. Limitation of Damages for Service Interruptions – The Company's liability to a customer for any loss or damage from any excess or deficiency in the wastewater collection service due to any cause other than willful misconduct or negligence by the Company, its employees or agents shall be limited to an amount no more than the customer charge or minimum bill for the period in question. The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions in service, but cannot and does not guarantee that such will not occur.
 - b. Responsibility for Owner's and Customer's Facilities—The Company shall not be liable for any loss or damage caused by reason of any breaks, leaks, stoppages or other defects in a building service line, pipes, joints, fixtures or other installations except where the expense or damage is a result of the negligence or willful misconduct of the Company, its employees or agents.

SECTION H – Waiver

The Company may, at its sole discretion, waive any of the Rules contained herein that operate for the benefit of the Company; provided, that no such waiver will be valid unless in writing and signed by an authorized representative of the Company, and provided that no waiver will be allowed where the waiver would constitute a violation of the Public Utility Code, the regulations of the Commission or of any other applicable statute, law or regulation.

SECTION I – Amendment of Commission Regulations

Whenever Commission regulations in Title 52 of the Pennsylvania Code are duly amended in such a way as would produce a difference between Commission regulations and this tariff, this tariff is deemed to be amended so as to be consistent with the amendments to the regulations, except that if application of the amendment to Title 52 is discretionary, this tariff will remain unchanged.

SECTION J – Industrial and Commercial Establishment Service Limitations

The United States Environmental Protection Agency Regional Administrator has not determined that the Company needs a Pretreatment Program meeting the criteria established in Title 40 Code of Federal Regulations (CFR) Part 403. Therefore, the Company's NPDES permit currently does not require it to administer an approved Pretreatment Program to control the discharges from non-domestic sources. All industrial and commercial waste proposed for discharge into the Company's system shall be studied to determine the degree of pretreatment, if any, necessary in order that the waste will not adversely affect the collection system and/or the wastewater treatment facilities. The Company will have the authority to properly control any waste discharge into its system by regulating the rate of any waste discharge, by requiring necessary equalization and/or pretreatment, and by excluding certain waste, if necessary, to protect the integrity of the system.

1. Customer Limitations: No commercial or industrial waste, whether pretreated or not, may be discharged without prior written authorization from the Company. Customers specifically agree that service applies exclusively for domestic sanitary wastewater. If any customer discharges industrial or commercial waste that:
 - a. the existing wastewater treatment plant is unable to satisfactorily treat;
 - b. is not in compliance with discharge permit standards, disrupts the normal functioning of the existing wastewater treatment plant;
 - c. is more costly to treat than typical domestic sanitary wastewater; or
 - d. requires the utilization of more wastewater treatment plant capacity per gallon of effluent than that required by average typical domestic sanitary wastewater, then;

the customer shall provide, at the customer's own expense, such primary treatment as may be necessary before such waste is discharged into the Company mains.

2. Company Limitations: The Company will not be liable nor bound to increase wastewater treatment plant capacity and/or operations to accommodate industrial or commercial waste.
3. Specific Dangers: In general, any waste will be considered harmful to the Company wastewater system if it may cause any of the following damaging effects:
 - a. chemical reaction either directly or indirectly with the materials of construction of the system in such a manner as to impair the strength or durability of the structures;
 - b. mechanical action that will destroy the structures;
 - c. restriction of the hydraulic capacity of the structures or system;
 - d. restriction of the normal inspection or maintenance of the structures or system;
 - e. danger to public health and safety; or
 - f. obnoxious condition contrary to public interest

SECTION K – Privilege to Investigate / Right of Access

The Company's authorized representatives or agents of the Company shall have the right to access and/or enter at all reasonable hours, the customer's private property including the access to all parts of any premise connected to the system, for the purpose of examining and inspecting connections and fixtures, including the water and/or wastewater metering arrangement, or for disconnecting service for any proper cause. The inspections of premises will occur on a regular basis. The inspection of nonresidential customers may also occur at any hour the facility is in operation to aid in compliance monitoring.

SECTION L – Rule Variance

No employee of the Company can vary these Rules and Regulations, and no authorized representatives, agent or employee of the Company can bind it by any agreement or representation except when authorized in writing by the Company.

The End.

EXHIBIT A

FRANCONIA TOWNSHIP

NOTE: All sewers and manholes in Hatfield Township are either owned by private owners or Hatfield Township Municipal Authority (HTMA).

LANSDALE BOROUGH

HATFIELD TOWNSHIP

From	To	Bearing	Distance (ft)
1	2	S54 30'12"E	1,225.53
2	3	S64 05'13"W	571.35
3	4	N37 31'20"W	610.43
4	107	N49 03'28"W	1,186.46
107	108	N34 35'14"E	610.59
108	109	S53 13'07"E	267.28
109	1	N37 25'04"E	400.07

From	To	Bearing	Distance (ft)
5	6	S53 06'52"E	303.40
6	7	S37 06'46"W	48.00
7	8	N53 17'35"W	302.87
8	9	S36 29'22"E	48.00
9	10	S53 22'50"E	321.86
10	11	N36 37'11"E	48.00
11	12	S53 22'50"E	323.13
12	13	S44 52'34"W	249.86
13	14	S53 10'12"W	48.00
14	15	N53 50'19"W	250.94
15	16	N36 29'22"E	48.00
16	17	S53 15'18"E	242.58
17	18	S36 06'26"W	48.00
18	19	S53 22'51"W	239.54
19	20	N36 53'38"E	48.00
20	21	S53 41'14"E	271.19
21	22	S36 29'22"E	48.00
22	23	S53 23'36"E	103.84
23	24	N47 45'17"E	87.83
24	25	N41 47'55"E	130.68
25	26	S54 14'51"E	50.06
26	27	S36 39'17"W	116.46
27	28	N83 51'42"W	122.40
28	29	N54 43'10"W	310.05
29	30	N36 26'25"E	50.00

From	To	Bearing	Distance (ft)
104	105	N37 31'20"E	1,306.96
105	106	N42 47'44"E	1,327.43
106	4	S52 47'37"E	823.81

From	To	Bearing	Distance (ft)
93	94	N53 16'52"W	469.29
94	95	N37 06'45"E	133.04
95	96	N54 10'05"W	125.92
96	97	S35 38'31"W	456.04
97	98	N54 51'14"W	1,048.89
98	99	N12 18'45"E	369.17
99	100	N26 49'57"E	265.75
100	101	S54 49'22"E	1,235.79
101	102	N35 38'21"E	749.61
102	103	S52 47'37"E	569.59
103	93	N32 57'31"E	1,030.68

From	To	Bearing	Distance (ft)
89	90	N55 38'08"W	554.63
90	91	N35 16'40"E	601.94
91	92	S55 33'37"E	554.08
92	89	N34 20'49"E	594.33

From	To	Bearing	Distance (ft)
80	81	N43 16'11"E	330.41
81	82	N50 38'06"W	269.27
82	83	N37 23'27"E	303.79
83	84	S54 29'40"E	292.28
84	85	N38 04'45"E	200.76
85	86	N54 40'02"W	295.16
86	87	N37 29'24"E	209.59
87	88	S53 23'07"E	1,110.69
88	79	N38 26'26"E	1,033.12
79	80	N54 40'02"W	794.92

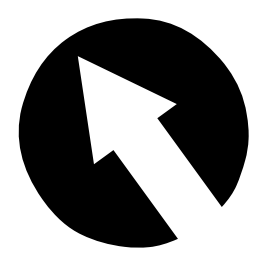
From	To	Bearing	Distance (ft)
46	47	S35 33'17"W	1,270.21
47	48	N54 57'35"W	539.10
48	49	N86 06'24"W	154.67
49	50	N40 31'20"E	1,386.18
50	46	S51 06'49"E	557.60

From	To	Bearing	Distance (ft)
1	2	S36 00'45"W	1,032.68
2	3	S49 59'12"W	1,360.40
3	4	N78 45'03"W	157.38
4	5	S83 32'50"W	1,406.83
5	6	S32 28'49"W	945.13
6	7	N51 46'09"W	409.32
7	8	S36 24'58"W	533.97
8	9	N62 20'44"W	492.78
9	10	N25 38'09"E	305.00
10	11	N61 26'21"W	230.90
11	12	N37 05'27"E	684.20
12	13	S68 16'51"E	389.73
13	14	S36 18'54"W	503.93
14	15	S53 05'34"E	332.26
15	16	N36 52'45"E	1,566.41
16	17	N8 20'51"E	480.35
17	18	N32 24'28"E	315.53
18	19	S46 36'30"E	678.22
19	20	N56 13'06"E	115.00
20	21	S46 37'06"E	254.65
21	22	N50 19'36"E	195.24
22	23	N66 57'45"E	271.12
23	24	N30 59'50"W	275.97
24	25	N54 54'14"E	1,647.70
25	1	S52 07'51"E	702.64

From	To	Bearing	Distance (ft)
32	33	S35 51'20"W	14,698.43
33	34	N77 04'44"W	464.61
34	35	S31 10'38"W	473.48
35	36	N55 51'43"W	925.61
36	37	S33 46'09"W	547.73
37	38	N57 32'43"W	1,075.21
38	39	N37 40'31"W	676.82
39	40	N3 00'22"E	590.68
40	41	N35 25'24"E	1,273.73
41	42	N52 39'55"W	663.74
42	43	S36 03'56"W	1,275.02
43	44	N53 19'14"W	326.28
44	45	N7 52'55"E	2,506.33
45	32	S53 53'42"E	5,353.50

Legend

- Meets/ Bounds
- Sanitary Manholes
- ✱ Discharge Location
- Effluent Sanitary Mh/ Junction Box
- Collector Laterals (Private)
- Effluent Sanitary Sewer
- Force Main
- Sanitary Sewers (Private)
- Sanitary Sewers
- Hydrology
- ▭ Sewer Service Area
- ▭ Franconia Township Service Properties
- ▭ Lansdale Borough Service Properties
- ▭ Lower Salford Township Service Properties
- ▭ Worcester Township Service Properties



TOWAMENCIN TOWNSHIP
SANITARY SEWER
SERVICE AREA MAP - PROPERTIES SERVED

TOWAMENCIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

GILMORE & ASSOCIATES, INC.
 ENGINEERING & CONSULTING SERVICES
 65 EAST BUTLER AVENUE NEW BRITAIN, PA 18901-5106 - (215) 345-4330 - www.gilmore-assoc.com

JOB NO: 22-01077 DATE: JUNE 2023

TOWAMENCIN000001

Land Area Served in
 Worcester Township: 336 Acres
 Lower Salford Township: 80 Acres
 Franconia Township: 28 Acres
 Lansdale Borough: 8 Acres

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

**COMMONWEALTH OF PENNSYLVANIA
BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**IN RE: APPLICATION OF
TOWAMENCIN TOWNSHIP,
PURSUANT TO 66 PA. C.S. § 1102(A),
FOR A CERTIFICATE OF PUBLIC
CONVENIENCE TO OFFER,
FURNISH, RENDER, AND SUPPLY
WASTEWATER SERVICE TO THE
PUBLIC IN CERTAIN PORTIONS OF
WORCESTER TOWNSHIP, LOWER
SALFORD TOWNSHIP, FRANCONIA
TOWNSHIP AND LANSDALE
BOROUGH, ALL IN MONTGOMERY
COUNTY, PENNSYLVANIA**

DOCKET A-2023-3040661

CERTIFICATE OF SERVICE

I hereby certify that I have this date, July 17, 2023, served a true copy of Towamencin Township's Petition for Reconsideration upon the parties in the case, listed below:

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