
Devin Ryan

dryan@postschell.com
717-612-6052 Direct
717-731-1985 Direct Fax
File #: 193623

December 8, 2023

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17105-3265

**Re: Pennsylvania Public Utility Commission, et al. v. The York Water Company –
Water Division
Docket Nos. R-2022-3031340, et al.**

**Pennsylvania Public Utility Commission, et al. v. The York Water Company -
Wastewater Division
Docket Nos. R-2022-3032806, et al.**

Dear Secretary Chiavetta:

On January 12, 2023, the Pennsylvania Public Utility Commission (“Commission”) entered an Order approving the Joint Petition for Approval of Settlement of All Issues (“Settlement”) in the above-captioned base rate proceeding for The York Water Company (“York Water” or the “Company”).

Paragraph 56 of the Settlement provided as follows:

York Water’s water and wastewater tariffs shall be amended to include the essential consumer protections set forth in Chapter 56. York Water will submit tariff supplements containing those amendments within twelve (12) months of a final order in this proceeding.

Pursuant to Paragraph 56 of the Settlement, York Water’s Wastewater Division respectfully submits the enclosed Supplement No. 22 to Wastewater-Pa. P.U.C. No. 1 (“Supplement No. 22”).

Rosemary Chiavetta, Secretary
December 8, 2023
Page 2

Supplement Nos. 22 amends certain rules to include the essential consumer protections set forth in Chapter 56 of the Commission's regulations, 52 Pa. Code Chapter 56, in accordance with the Commission's January 12, 2023 Order.

Copies of this filing are being served as indicated on the Certificate of Service.

Respectfully submitted,



Devin Ryan

DR/dmc
Attachments

cc: Honorable Katrina L. Dunderdale (*w/attachments*)
Certificate of Service

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

VIA EMAIL

Erika McLain, Esquire
Bureau of Investigation & Enforcement
Commonwealth Keystone Building
400 North Street, 2nd Floor West
P.O. Box 3265
Harrisburg, PA 17105-3265
emclain@pa.gov

Steven C. Gray, Esquire
Office of Small Business Advocate
555 Walnut Street
Forum Place, 1st Floor
Harrisburg, PA 17101
sgray@pa.gov

Christine M. Hoover, Esquire
Christy M. Appleby, Esquire
Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101-1923
choover@paoca.org
cappleby@paoca.org

Jerome D. Mierzwa
Exeter Associates, Inc.
10480 Little Patuxent Pkway
Suite 300
Columbia, MD 21044-3575
Ocayorkwater2022@paoca.org

Terry L. Fought
780 Cardinal Drive
Harrisburg, PA 17111
Ocayorkwater2022@paoca.org

Brian Kalcic
7330 Dorset Avenue
St. Louis, MO 63130
Excel.consulting@sbcglobal.net

Mark E. Garrett
Garrett Group Consulting, Inc.
4025 Oakdale Farm Circle
Edmond, Oklahoma 73013
Ocayorkwater2022@paoca.org

David S. Habr
Habr Economics
213 Cornuta Way
Nipomo, CA 93444-5020
Ocayorkwater2022@paoca.org

Carol Doyle and Franklin Doyle, Sr.
13537 Mockingbird Lane
Orrstown, PA 17244
Doylecl@kuhncom.net

Robert Eicholtz
3 S. Pleasant Ave
Jacobus, PA 17407
Seicholtz3@aol.com

Marguerite Ness
3 S. Pleasant Ave
Jacobus, PA 17407
Seicholtz3@aol.com

Selden M. Granahan
24 Stonewood Drive
Jacobus, PA 17407
Djgran1@comcast.net

Denise L. Lauer
223 N. Main Street
Jacobus, PA 17407
Deniselauer65@gmail.com

Tammy L. Shaffer
218 N. Main Street
Jacobus, PA 17407
Tzone120@aol.com

Kristina Escavage
26 Water Street
Jacobus, PA 17404
kescavage@gmail.com

Date: December 8, 2023



Devin T. Ryan

THE YORK WATER COMPANY
RATES, RULES AND REGULATIONS GOVERNING
THE PROVISION OF WASTEWATER COLLECTION, TREATMENT AND/OR
DISPOSAL SERVICE TO THE PUBLIC IN
THE BOROUGHS OF EAST PROSPECT, FELTON, JACOBUS, AND WEST YORK
AND THE
TOWNSHIPS OF EAST MANCHESTER (ASBURY POINTE RESIDENTIAL SUBDIVISION),
LOWER WINDSOR, SPRINGFIELD, SHREWSBURY, WASHINGTON, AND WEST MANHEIM
IN YORK COUNTY, PENNSYLVANIA
AND THE
TOWNSHIPS OF GREENE, HAMILTON, AND LETTERKENNY
IN FRANKLIN COUNTY, PENNSYLVANIA
AND THE
TOWNSHIP OF STRABAN IN ADAMS COUNTY, PENNSYLVANIA
AND THE
TOWNSHIP OF WEST DONEGAL IN LANCASTER COUNTY, PENNSYLVANIA

ISSUED: December 8, 2023

EFFECTIVE: February 6, 2024

By: Joseph T. Hand
President and CEO
130 East Market Street
York, Pennsylvania

(C) Indicates Change



NOTICE

Filed in compliance with the Order of the Pennsylvania Public Utility Commission of January 12, 2023, at
Docket Nos. R-2022-3031340, *et al.*

(See Page No. 2)

The York Water Company
York, Pennsylvania

Supplement No. 22
To
Wastewater – PA P.U.C. No. 1
Twentieth Revised Page No. 2
Canceling
Nineteenth Revised Page No. 2

LIST OF CHANGES

This tariff supplement amends certain rules to include the essential consumer protections set forth in Chapter 56 of the Pennsylvania Public Utility Commission's ("Commission") regulations, 52 Pa. Code Chapter 56, and is being filed in accordance with the Commission Order at Docket Nos. R-2022-3031340, *et al.*, entered January 12, 2023.

TABLE OF CONTENTS (C)

	<u>Page</u>
Title Page	Supplement No. 22 (C)
List of Changes	2 Twentieth Revised (C)
Table of Contents	3 Nineteenth Revised (C)
Table of Contents	3(a) First Revised (C)
Part I	
Schedule of Rates and Charges	4 Tenth Revised
	4 (a) Third Revised
	4 (b) Original
	4 (c) Original
	4 (d) Original
	4 (e) Original
	4 (f) Original
	4 (g) Original
	4 (h) Original
	4 (i) Original
	4 (j) Original
	4 (k) Original
	4 (l) Original
	4 (m) Original
	4 (n) Original
	4 (o) Original
	4 (p) Original
	4 (q) Original
Schedule of Miscellaneous Fees and Charges	5 Second Revised
State Tax Adjustment Surcharge	6 Third Revised
Part II	
Definitions	7 Second Revised
	8 Second Revised
	9 Second Revised
	10 Second Revised
	10 (a) Original
	10 (b) Original

(C) Indicates Change

TABLE OF CONTENTS (C)

	<u>Page</u>	
Part III		
Rules and Regulations	11	First Revised
Section A — Applications for Service	11	First Revised
Section B — Construction and Maintenance of Facilities	11	First Revised
Section C — Discontinuance, Termination and Restoration of Service	13	First Revised (C)
Section D — Billing and Collection	14(a)	Original (C)
Section E — Deposits	15	Second Revised (C)
Section F — Wastewater Control Regulations	16	First Revised
Section G — Line Extensions	20	First Revised
Section H — Service Continuity	24	First Revised
Section I — Waivers	25	First Revised
Section J — Amendment of Commission Regulations	25	First Revised
Section K — Industrial & Commercial Service Limitations	25	First Revised
Section L — Privilege to Investigate/Rights of Access	26	Second Revised

(C) Indicates Change

PART III: RULES AND REGULATIONS (Continued) (C)

- (h) material violation of any provisions of this tariff;
- (i) failure to properly install and maintain a grinder pump, including its replacement when improperly functioning as solely determined by the Company; or
- (j) any unauthorized, un-inspected, or improper connection, as herein defined, found to exist will be required to be disconnected within ten (10) days. The Company may require the disconnect to occur in less than ten (10) days if, in the Company's sole discretion, the discharge creates a safety, health, or environmental issue. The Company may require a plumber's sworn statement or certificate as evidence that the connection has been discontinued.
- (k) Before termination of service, the Company will take the following steps: (C)
 - (i) 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;
 - (ii) Attempt to make personal contact with the Customer at least three days prior to the shut off date;
 - (iii) 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;
 - (iv) After complying with subparts (ii) and (iii), 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;
 - (v) Upon termination, the Company will make a good faith attempt to provide a post termination notice.
- (l) 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: (C)
 - (i) Provide a written notice of termination to the Landlord Ratepayer at least 37 days prior to the scheduled shut off;

(C) Indicates Change

PART III: RULES AND REGULATIONS (Continued) (C)

(ii) 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;

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

(m) **Protection from Abuse Order:** If you are a victim of domestic violence and have a Protection from Abuse 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)

(n) **Medical Condition:** The Company will not terminate or refuse to restore service to any premises when any occupant residing therein is certified by a physician, physician's assistant or nurse practitioner to be seriously ill or affected with a medical condition which will be aggravated by a cessation of service or failure to restore service. (C)

3. **Turn-on Charge:** Whenever service is discontinued 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 turn-on charge and the curing of the problem that gave rise to the termination, if under Rule 2. Refer to Schedule of Miscellaneous Fees and Charges.

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. The Company may not impose a late-payment charge unless payment is received more than five (5) days after the stated due date.
3. **Late Payment Charge:** All amounts not paid when due shall accrue a late payment charge at the rate not to exceed one and fifty one-hundredths percent (1.50%) per billing period and not to exceed eighteen percent (18%) per year when not paid as prescribed in Rule 2 of this section.

(C) Indicates Change

PART III: RULES AND REGULATIONS (Continued) (C)

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 utility service. Where a Customer remittance to the Company includes payment for any non-utility services, proceeds will be applied first to pay all outstanding regulated utility charges. For combined water/wastewater customers, any partial remittance will be applied to the water bill first and any remaining remittance will be applied to the wastewater bill.

(C) Indicates Change

PART III: RULES AND REGULATIONS (Continued) (C)

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 that Customer's utility bill 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. **Payment Arrangement:** A Customer must first contact the Company to request a payment arrangement. The 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)

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 of water/wastewater service 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 for water/wastewater 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 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) Indicates Change

PART III: RULES AND REGULATIONS (Continued) (C)

(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 12-month period without having been late on more than two (2) occasions and is not currently delinquent. Deposits from residential Customers shall bear simple interest at the rate of the average of one-year Treasury Bills for September, October and November of the previous year, payable annually without deductions for taxes thereon unless otherwise required by law. The applicable interest rate for each year shall be determined as of January 1 of that year.

(C) Indicates Change