

Attachment P

A-(Application Docket Number)

PL UTILITIES LLC

RATES, RULES AND REGULATIONS GOVERNING

THE PROVISION OF WASTEWATER COLLECTION, TREATMENT

AND/OR DISPOSAL SERVICE TO THE PUBLIC IN

(Portion of Palmyra Township, Pike County, Pennsylvania)

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LIST OF CHANGES

Establish initial tariff.

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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 the wastewater system, whether such use is direct or indirect, and upon the owner of each reserved capacity EDU, for service rendered or available to be 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:
 - a) The date of actual physical connection of an improved property to the wastewater system, or
 - b) Forty-five (45) days from the date indicated on the notice to connect.

3. Wastewater Service Charge by Owner of Reserved Capacity EDU: The wastewater service charge shall be payable by the owner of each reserved capacity EDU commencing forth-five (45) days from the date indicated on the notice of availability of wastewater collection, treatment and disposal service.

4. Wastewater Service Charge by Equivalent Dwelling Unit (EDU) or by Large Consumer: The wastewater service charge applicable to any improved property constituting of a dwelling unit or large consumer shall be calculated, imposed and collected on the basis of one of the following methods, in the sole discretion of the Company:
 - a) Flat Rate Basis:
 - 1) Each owner of improved property and/or customer billed on a flat rate basis shall be charged a wastewater service charge as a specific amount per EDU applicable to such improved property, as determined by the Company, from time to time. The number of EDUs applicable to each improved property shall be determined as follows:

<u>Description of Improved Property</u>	<u>Unit of Measurement</u>	<u>Number of EDU's per Unit of Measurement</u>
Residential Dwelling (year-round or seasonal)	Each Dwelling Unit	1
Retail Store, Professional Office or other Commercial Establishment	1 to 10 employees	1
	Each additional 10 employees or fraction thereof	1

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<u>Description of Improved Property</u>	<u>Unit of Measurement</u>	<u>Number of EDU's per Unit of Measurement</u>
Hotel, Motel or Boarding House (not including Restaurant Facilities)	1 to 3 rental rooms	1
	Each additional 3 room or fraction thereof	1
Restaurant, Club, Tavern or Other Retail Food or Drink	1 to 10 customer seats	1
	Each additional 10 seats or fraction thereof	1
Automobile Service Station or Commercial Repair Shop	1 to 10 employees	1
	Each additional 10 employees or fraction thereof	1
Beauty Parlor or Barber Shop (whether or not attached to or part of a dwelling unit)	First Chair	1
	Each additional chair	1
Multiple Family Dwelling and Apartments	Each Dwelling Unit or Apartment	1
Any User having a Commercial Garbage Grinder (i.e., ≥ 1 hp)	Each garbage grinder	1
	Each additional garbage grinder	1
Laundromat	1 to 3 washing machines	1
	Each additional 3 machines or fraction thereof	1
Car Wash (can be in addition to any other facility)	1 or 2 bays	1
	Each additional bay	1
Educational/Institutional Establishment (including, but not limited to Day Care Centers, Church Schools, and Health Care Facilities):	without Cafeteria, Gym or Showers	Per each 50 persons or fraction there
	with Cafeteria, no Gym or Showers	Per each 40 persons or fraction thereof
	with Cafeteria and Showers	Per each 33 persons or fraction thereof
	Church (not including Parsonage, Kitchen or Social Hall Facilities)	Each property

<u>Description of Improved Property</u>	<u>Unit of Measurement</u>	<u>Number of EDU's per Unit of Measurement</u>
Fire Company (not including Kitchen or Social Hall Facilities)	Each property	
Social/Community Hall	Each property	
Funeral Home	Each property	
Post Office	Each property	
Library	Each property	

- 2) The number of EDUs applicable to educational and institutional establishments shall be computed on the highest monthly average daily attendance of pupils (plus faculty, administrators and staff) for the twelve (12) months preceding the date of the applicable billing period. The owners of such facilities shall be responsible for continuously advising the Company, in writing, of the number of pupils, faculty, administrators and staff in attendance, as an average daily figure, and at any other time upon written request by the Company.
- 3) The number of EDUs applicable to retail stores, professional offices and other commercial establishments shall be computed on the basis of the average number of full and part-time employees (including the owner(s) or employer(s)) for the calendar quarter preceding the date of the quarter billing period. The owners of such facilities upon written request shall be responsible for advising the Company, in writing, of the number of employees.
- 4) To the extent that the use of any improved property is not adequately described above, the Company may use appropriate guidelines for determining domestic sanitary wastewater flows as promulgated by the Pennsylvania Department of Environmental Protection, at 25 Pa. Code § 73.17. Sewage flows, from time to time.
- 5) If the use or classification of any improved property is proposed to be changed by the owner, the owner shall notify the Company, in writing, thirty (30) days before such change is to take place. This notification shall demonstrate that the new use or reclassification has no quantity or quality changes to the present wastewater flows. The Company will have no obligation to continue to provide service if its wastewater collection, treatment or disposal facilities are inadequate to handle an increase. When the Company does not have sufficient reserve capacity to handle the new

use or reclassification, the owner will need to obtain reserved capacity EDU's from others.

- 6) If the use or classification of any improved property changes within the billing period, the Company will prorate the wastewater service charge. The appropriate credit or additional charge will appear on the statement for the next succeeding billing period.
- 7) All owners of reserved capacity EDU's shall be billed on a flat rate basis.

b) Metered Rate Basis:

- 1) Wastewater service charge for any improved property, in the discretion of the Company, may be determined on a metered rate 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 EDU's 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:
 - (a) Metered volume of potable water consumption by the improved property, **adjusted, if appropriate by the Company; or,**
 - (b) Metered volume of wastewater discharged by the improved property into the wastewater system, **but subject to a minimum wastewater service charge per EDU.**
- 2) Customers having their own source of water supply which does enter the wastewater system shall furnish, install and maintain metering device(s) having the approval of the Company and will be billed on the basis of water consumed and/or discharged.
- 3) Where more than one EDU (fixed or mobile) is served through a single meter, the charge shall be determined by the average water usage per EDU. The average water usage per EDU shall be determined by dividing the water registered by the meter by the number of EDU's served through such meter. This average usage per EDU will be used to calculate the charge in accordance with the metered rate schedule provided herein. The resulting charge is then multiplied by the number of EDU's served to determine a total charge for such meter.
- 4) Should a Commercial or Industrial Establishment determine and validate to the satisfaction of the Company that the majority of metered potable water is consumed in the operation of the business and is not entering the wastewater system, the customer may request service on a flat rate basis, whereby, such customer shall be billed as provided herein.

- 5) Where metered usage demonstrates that the owner of improved property has purchased EDU's representing more gallonage than is actually consumed or discharged, on average, for any consecutive twelve (12) month period, then the owner may request that the Company repurchase any such excess EDU's. However, the Company shall be under no obligation to repurchase any EDU's, and shall do so only where demand for wastewater treatment plant capacity exceeds the then current supply. The repurchase price shall equal the lowest price paid by the owner for any EDU without discount or premium.
- c) 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.
5. Wastewater Service Charge:
- a) Flat Rate Basis:
- 1) RATE: Unmetered Flat Rate of \$46.00 per month Commercial Customers
RATE: Unmetered Flat Rate of \$46.00 per month Residential Customers
6. Wastewater Service Charge by Owner of Multiple Use Improved Property: In the case of multiple use improved property sharing a common connection to the wastewater system or a common structure, each such classification of improved property shall pay a separate wastewater service charge, as though it were housed in a separate structure and had a direct and separate connection to the wastewater system, computed in accordance with the provisions of this Part I, Section A, Sub-Section 4, a), 1).
7. 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 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 **thirty-five** dollars (\$35.00) will be assessed any time where a check which has been presented to the Company for payment on account has been returned by the payer's bank for any reason.

SECTION C - Late Payment Charge

A late payment charge will be assessed to any customer who fails to pay all of the amount invoiced by the Company in a timely manner as prescribed in Part III, Section D, Rule 3. A late payment charge of one-half percent (1.5%) per month on any overdue amount will be assessed in the Company's subsequent invoice.

SECTION D - Billing Service Restorage Charge

A customer discontinuing service remains a customer for purposes of paying a billing service restoration charge pursuant to Part III, Section C, Rule 5 for a period of nine (9) months. A charge for restoring billing service shall be one hundred dollars (\$100.00).

SECTION E - 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 the 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 G - 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 five hundred dollars (\$500.00), plus an additional one hundred dollars (\$100.00) 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 H - Connection Permit Application and Building Service Line Inspection Charge

A charge of one hundred and fifty dollars \$150.00 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. This charge 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. Ammonia Nitrogen as N: Ammonia Nitrogen as determined by the procedure set forth in 40 CFR Part 136.
2. 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 applies 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.
3. B.O.D. (Biochemical Oxygen Demand): The quantity of oxygen, expressed in mg/l, utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees centigrade. The standard laboratory procedure shall be that found in 40 CFR Part136.
4. Building Service Line: The pipe or line beginning at the end of the Company service lateral and extending to the point of connection with building drain, the interior plumbing system of the structure or dwelling being serviced. Note: In the 2003 International Plumbing Code® the Building Service Line is known as the Building Sewer.
5. Code: The International Codes™ regulations, subsequent amendments thereto, or any emergency rule or regulations that the administrative authority having jurisdiction has lawfully adopted.
6. Code Official: The officer or other designated authority charge with the administration and enforcement of the International Codes™, or a duty authorized representative.
7. 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.
8. Commercial Waste: Any and all wastes discharged from a commercial establishment other than domestic sanitary wastewater.
9. Commission: The Pennsylvania Public Utility Commission.
10. Company: **PL Utilities LLC**, acting through its properly authorized agents or employees, each acting with the scope of the duties entrusted to him/her.

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11. 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.
12. 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.
13. 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.
14. Customer Service Line: See definition for Building Service Line.
15. Domestic Sanitary Wastewater: Normal water carrying household and toilet wastes discharged from any improved property.
16. Dwelling Unit: Any room, group of rooms, house trailer, apartment, condominium, cooperative or other enclosure connected, directly or indirectly, to the Company's wastewater system and occupied or intended for occupancy as living quarters by an individual, a single-family or other discrete group of persons, excluding institutional dormitories.
17. Educational Establishments: Each room, group of rooms, building, house trailer, mobile home, connected directly or indirectly, to the Company's wastewater system and used or intended for use, in whole or in part, for educational purposes, including both public and private schools.
18. 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 and seventy (275) gallons of wastewater per day for a three (3) bed room residence.
19. 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.
20. Franchise Territory: The land area where the Company has the exclusive right to provide wastewater service. The boundaries of this land area were approved by the Pennsylvania Public Utility Commission in an Order dated (insert entered date), in accordance with its Certificate of Public Convenience at Docket No. (insert Docket No.).
21. Garbage: The solid waste from cooking, dispensing of food and cleaning of soiled dishes, and from the handling and storage of vegetable matter in food preparation.

22. Headworks: The first treatment unit or wet well at the wastewater treatment plant.
23. Improved Property: Any property upon which there is erected a structure intended for continuous habitation, occupancy or use by human beings or animals and from which structure domestic sanitary wastewater and/or commercial or industrial wastes shall be or may be discharged.
24. Industrial Establishment: Any improved property, used or intended for use, wholly or in part, for the manufacturing, processing, cleaning, 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.
25. Industrial Waste: Any and all wastes discharged from an industrial establishment other than domestic sanitary wastewater.
26. Infiltration: Any groundwater entering the Building Service Lines through defective joints and cracks in pipes.
27. Inflow: Any water discharged into 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.
28. Institutional Establishment: Any room, group of rooms, buildings or other enclosure connected, directly or indirectly, to the wastewater system, including institutional dormitories, and educational establishments, which do not constitute a commercial establishment, a residential dwelling unit or an industrial establishment.
29. Interference: A discharge which, alone or in conjunction with a discharge from other sources, does the following:
- a) Inhibits or disrupts the wastewater treatment facilities, its treatment processes or operations or its biosolids processes, use or disposal.
 - b) Is a cause 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 prevention of biosolids use or disposal in compliance with the following statutory provisions and regulations or permits issued there under – or more stringent State or local regulations:
 - 1) Section 405 of the Clean Water Act (33 U.S.C.A. § 1345).
 - 2) The Solid Waste Disposal Act (SWDA) (42 U.S.C.A. § § 6901 6987), including Title II, more commonly referred to as the Resource Conservation and Recovery Act of 1976 (RCRA).
 - 3) 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. § § 7401 –

7642), the Toxic Substances Control Act (15 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, 1402, 1411 – 1421 and 1441 – 1445).

30. Land Developer: An individual, a partnership, a limited liability company or a corporation who acquires natural or unimproved land with no improvements or infrastructure and improves it with utility connections, roads, earth grading, covenants, and entitlements.
31. Large Consumer: A customer whose metered or estimated consumption of water or volume of domestic sanitary wastewater discharged is in excess of twenty four thousand seven hundred and fifty (24,750) gallons per calendar quarter in the case of a dwelling unit, and any commercial establishment, educational establishment, institutional establishment or industrial establishment, regardless of water consumption or volume of domestic sanitary wastewater or industrial wastes discharged.
32. Meter: Any device for the purpose of recording water consumption or the volume of wastewater discharged.
33. Multiple Use Improved Property: Any improved property upon which there shall exist any combination of a dwelling unit, commercial establishment, industrial establishment, educational establishment or institutional establishment.
34. Nonresidential Service: Wastewater service supplied to a commercial establishment, industrial establishment, educational establishment, institutional establishment, or to a trailer park or multi-tenant apartment building, or to any customer who purchases wastewater service from the Company for the purpose of resale.
35. NPDES permit: A permit or equivalent document or requirement issued by the Environment 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).
36. Nuisance: A public nuisance as known in common law or in equity jurisprudence; whatever is dangerous to human life or detrimental to health.
37. Owner: Any person vested with title, legal or equitable, sole or partial, of any improved or unimproved property or reserved capacity EDU.
38. Person: Any individual, partnership, company, association, society, trust, corporation or other group or entity, including municipalities, municipal authorities, school districts and other units of government, and lessee, assignee, receiver, executor, administrator and other successors in interest.
39. pH: The logarithm of the reciprocal of the concentration of hydrogen ion, expressed in grams per liter of solution, indicating the degree of acidity or alkalinity of a substance.
40. Pollutants: Dredged spoil, solid waste, incinerator residue, filter backwash, wastewater, garbage, wastewater treatment biosolids, munitions, medical wastes, 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.

41. Premises: Unless otherwise indicated, the residence of the customer.
42. Pretreatment: The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the Company collection and treatment facilities. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by dilution the concentration of the pollutants unless allowed by an applicable pretreatment standard.
43. Pretreatment Program: A program administered by the Company that has been approved by the Environmental Protection Agency under 40 CFR 403.11 (related to approval procedures for pretreatment programs and granting of removal credits).
44. 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.
45. Public Utility: Persons or corporation owning or operating equipment or facilities in this Commonwealth for wastewater collection, treatment, or disposal to the public.
46. Reserved Capacity EDU: Any EDU purchased or contracted to be purchased by any person or owner of unimproved property or improved property (for the further development or improvement of such property), through the execution of an EDU Allocation Certificate and Agreement, which EDU has not been used to service any structure or improved property and remains available for use.
47. 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.
48. Regulatory Agency: Agencies, including but not limited to the Commission (PUC), the Pennsylvania Department of Environmental Protection (DEP), U.S. Environmental Protection Agency (EPA), and the River Basin Commissions, which have authority over the operations and/or discharges into and/or from the Company's wastewater treatment facilities.
49. Septic Tank Waste: Waste containing only human excrement and gray water (household showers, dishwashing operations, etc.) from on-lot systems, and from holding tanks used in temporary situations and in vessels, campers, trailers, including chemical toilets.
50. Service Territory: Is the actual land area where the Company has collection facilities available to provide wastewater service.
51. 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.

52. Street: Any street, road, highway, lane, avenue, court, cul-de-sac, alley public way or public square, including such streets as are dedicated to public use.
53. Storm Water: Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.
54. 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.
55. 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.
56. Termination of Service. Cessation of service, whether temporary or permanent, without the consent of the customer.
57. Total Phosphorus as P: Total phosphorus as determined pursuant to the procedures set forth in 40 CFR Part 136.
58. Total Solids: Solids determined by evaporating at one hundred (100) degrees centigrade a mixed sample of wastewater as determined pursuant to the procedures set forth in 40 CFR Part 136. Total Solids include floating solids, suspended solids, settleable solids and dissolved solids.
- Suspended Solids: Total suspended matter that either floats on the surface of, or is suspended in wastewater and that is removable by laboratory filtering as prescribed in 40 CFR Part 136.
- Settleable Solids: Solids that settle in an imhoff cone from a standard sample of wastewater.
- Dissolved Solids: Solids that are dissolved in the wastewater which cannot be settled, but can be determined by evaporation.
59. 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.
60. 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.
61. 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.

62. 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.
63. 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.
64. 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 a 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: A new application 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 Rules and Regulations.
4. Application Form: An Application for Service form can be obtained at the Company's local business office, presently located at [to be inserted once approved].

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 / 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

- a) Building Service Line Connection Permit Required: 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 or owners 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 applicable Palmyra Township Plumbing Code 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 applicable Palmyra Township Plumbing Code for the general requirements for the erection, installation, alteration, repairs, relocation, replacement, addition to, use and maintenance of the building service line. Connection to the Company's wastewater facilities may not occur unless the owner provides written proof (a notice of approval issued by the code official) that the building service line passed the testing and inspection requirements in accordance with the applicable Palmyra Township 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 are 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

Issued: _____

Effective: _____

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 the applicable Palmyra Township 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. Water Use Standards for Certain Plumbing Fixtures: This rule establishes maximum water use criteria for certain plumbing fixtures installed in all new residential construction or renovation. Such standards have been implemented to achieve maximum efficiency of water use that the Commission has determined is technologically feasible and economically justified.

a) Maximum permitted water usage levels shall be as follows:

<u>Plumbing Fixture</u>	<u>Maximum Water Use¹</u>
Lavatory and sink faucets	2.2 gpm at 60 psi
Shower head	2.5 gpm at 80 psi
Water closet	1.6 gallons/flush cycle
Urinal	1.0 gallons/flush cycle

b) The Company may exempt particular customers, or classes of customers, when it is determined that the water use standards for plumbing fixtures listed above are unreasonable, cannot be accommodated by existing technology or are otherwise inappropriate.

¹ Ref. 2003 International Plumbing Code, Table 604.4.

8. 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 applicable requirements of the Palmyra Township 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 [to be inserted on approval].
 - 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; failure to repair any known leaks in building service line;
 - b) 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 system, swimming pools and so forth;
 - c) tampering with any building service line, lateral connection, or installing or maintaining any unauthorized connection;

- d) theft of service, which shall include unauthorized use and taking service without having made a proper application for service under Part III, Section A;
 - e) Nonpayment of an undisputed, delinquent account;
 - f) Failure to comply with the material terms of a payment arrangement;
 - g) Failure to complete payment of a deposit, provide a guarantee of payment or establish credit;
 - h) discharge of any prohibited substance listed in Part III, Section F into the Company's system;
 - i) failure to allow Company reasonable access to customer's property to inspect, investigate, read, sample, notify, maintain, repair, shutoff, etc.;
 - j) receipt by the Company of an order or notice from the Department of Environmental Protection, a health agency, local code enforcement officer
 - k) 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;
 - l) material violation of any provision of this tariff; or
 - m) violating provisions of this Tariff so as to endanger the safety of a person or the integrity of the Company's collection or treatment system.
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), c), d) and m) 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 exonerated 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:
- (1) Within twenty-four (24) hours for erroneous termination or upon receipt by the Company of a valid medical certification from the customer;
 - (2) Within twenty-four (24) hours for termination occurring after November 30 and before April 1;
 - (3) Within three (3) days for erroneous terminations requiring street or sidewalk digging;
 - (4) Within three (3) days from April 1 to November 30 for proper terminations, and
 - (5) 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.

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.²
- 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

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.

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 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/1, or petroleum oil, nonbiodegradable 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/1 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 born 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
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 - Company Collection Main Extensions for a Bona Fide Service Applicant

1. Request by a Bona Fide Service Applicant: When the Applicant making an application for wastewater service is determined by the Company to be a bona fide service applicant, the Company will execute a Extension Agreement for a Bona Fide Service Applicant to the extent that the contents do not materially handicap its ability to secure a fair return on investment or does not unduly burden its existing customers consistent with the following directives:
 - a) The collection main extension will be funded by the Company without a customer advance from the bona fide service applicant where the annual revenue from the collection main extension will equal or exceed the Company's annual collection main extension costs.
 - b) If the annual revenue from the collection main extension will not equal or exceed the Company's annual collection main extension costs, a bona fide service applicant may be required to provide a customer advance towards the Company's cost of construction for the collection main extension. The Company's investment for the

collection main extension shall be the portion of the total construction costs which generate the annual collection main extension costs equal to annual revenue from the collection main extension. The customer advance amount shall be determined by subtracting the Company's investment for the collection main extension from the total construction costs.

- c) The Company's investment for the collection main extension shall be based on the following formula, where X equals the Company's investment attributed to each bona fide service applicant:

$X = [AR - OM] \text{ divided by } [I + D]$; where:

AR = the Company's annual revenue,

OM = the Company's operating and maintenance costs,

I = the Company's current debt ratio multiplied by the Company's weighted long-term debt cost rate, and

D = the Company's current depreciation accrual rate.

2. Definitions: The following words or phrases, when used in this Section G shall have the meanings assigned below unless context specifically and clearly indicates otherwise.

- a) Annual Collection Main Extension Costs: The sum of a Company's additional annual operating and maintenance costs, debt service costs and depreciation charges associated with the collection main extension.
- b) Annual Revenue: The Company's expected additional annual revenue from the collection main extension based on the Company's currently effective tariff rates and on the average annual usage of customers similar in nature and size to the bona fide service applicant.
- c) Bona Fide Service Applicant: A person or entity applying for wastewater service to an existing or proposed structure within the Company's franchise territory for which a valid occupancy or building permit has been issued if the structure is either a primary residence of the applicant or a place of business. An applicant shall not be deemed a bona fide service applicant if:
- (1) an applicant is requesting wastewater service to a building lot, subdivision or a secondary residential dwelling;
 - (2) the request for service is part of a plan for the development of a residential dwelling or subdivision; or
 - (3) the request for service requires special utility service.
- d) Collection Main Extension: An extension to the Company existing collection main system which is necessary to serve a bona fide service applicant's property located within the Company's franchise territory.

- e) Debt Service Costs: The Company's additional annual cost of debt associated with financing the collection main extension's investment based on the current debt ratio and weighted long-term debt cost rate for the Company, or that of a comparable jurisdictional wastewater utility.
- f) Depreciation Charges: The Company's additional annual depreciation charges associated with the collection main extension's investment, based on the current depreciation accrual rates for the Company, or that of a comparable jurisdictional wastewater utility.
- g) Operating and Maintenance Costs: The Company's average annual operating and maintenance costs associated with serving an additional customer, including customer accounting, billing and collection, power, chemicals, and other variable costs based on the current total Company level of such costs, as well as costs particular to the specific needs of that customer.
- h) Special Utility Service A person or entity applying for wastewater service to an existing or proposed structure within the Company's franchise territory will be deemed to be requesting special utility service if:
 - (1) if the wastewater service exceeds that required for one (1) EDU of domestic sanitary wastewater discharge;
 - (2) if the wastewater service is temporary service less than one year or seasonal; or
 - (3) if the wastewater discharge needs are already adequately met by an alternative means.

3. Customer Advance Financing, Refunds and Facilities on Private Property:

- a) When a customer advance is required from a bona fide service applicant, and an additional customer or customers attach their building service lines to the collection main extension within a ten (10) years period, the Company shall refund a portion of the advance to the customer. Deposits made for additional facilities other than the collection main extension are Contributions-In-Aid-of-Construction and are not refundable.
- b) The Company will refund to the bona fide service applicant, during a period of ten (10) years from the signing date of the Final Memorandum, a per customer amount for each additional bona fide service applicant from whom a service lateral connection is directly attached to such collection main extension, as distinguished from extensions or branches thereof. Provided, however, that the total amount refunded shall not exceed the original deposit without interest, and provided that all or any part of the deposit not refunded within the said ten (10) year period shall become the property of the Company, and shall be treated as Contributions-in-Aid-of-Construction for ratemaking purposes. The per customer refund amount shall

equal the Company's investment attributed to each bona fide service applicant as calculated in the formula contained in Section G, Rule 1, Subsection (c) of this tariff.

- c) The Company shall require the bona fide service applicant to pay in advance a reasonable charge for any equipment or devices installed on private property for the exclusive use of the bona fide service applicant. These other facilities which may be installed by the Company, will be owned by, maintained by, and will become the sole responsibility of the bona fide service applicant.
- d) Section G, Rule 1 (a) through (c) of this tariff does not apply to special utility service. By way of illustration and not limited to, special utility service component shall include: the cost for installation of facilities such as a manhole for the purpose of sampling, measurement, and observation of the discharge, an oversized service lateral or installation of or upgrade of existing pumping facilities as necessary to provide adequate service to the bona fide service to the bona fide service applicant requesting service which includes a "special utility service" component is entitled to bona fide service applicant status, including the corresponding Company contribution toward the costs for the collection main extension which does not meet the special utility service criteria.

SECTION H - Company Collection Main Extensions for a Land Developer

1. A land developer who wants to request wastewater service to an area outside of the Company's existing service territory but within its franchised territory shall execute a Collection Main Extension Agreement. The construction cost of the Collection Main Extension shall be estimated and shown in the Preliminary Memorandum. A Master Agreement may be executed where collection main extensions are to be made in phases over a period of time. A separate Agreement and payment of a separate Customer Advance shall be made with each phase.
2. The Preliminary Memorandum shall include a fee for the Company's administrative, engineering and inspection costs to be paid by the land developer. The Company's construction overhead costs which relate to its administrative, engineering and inspection expenses will be expressed as a percentage rate is applied to the land developer's estimated and final cost of construction and is intended to offset the administrative, engineering and inspection costs that are incurred by the Company as a result of the project.
3. The land developer shall be required to install the collection main extension, service laterals and appurtenances through a pre-qualified contractor retained by the land developer and to pay all costs related thereto. The Company shall supply the land developer with a list of Company approved contractors. At the sole discretion of the Company, the Company may undertake construction of all or part of the facilities otherwise subject to this section, in which event the land developer will retain financial responsibility for the installation of collection mains, service laterals and appurtenances as specified.

4. All construction costs, whether initially incurred by the land developer or the Company, related to the collection main extension shall be the responsibility of the land developer.
5. Collection mains, service laterals and appurtenance installation work shall be performed in accordance with the specifications and conditions of the Company.
6. All costs of materials, installations, permits, inspection and the Company's construction overhead costs required to serve the land developer's property shall be the responsibility of the land developer. The land developer shall contract directly with a pre-qualified contractor, recognized and approved by the Company, for all collection mains, service laterals and appurtenances required to serve the project.
7. Any construction involving pre-existing facilities of the Company including, but not limited to, relocation of existing facilities and connection of collection mains or service laterals with existing facilities shall be the responsibility of the land developer.
8. The land developer's estimate of the cost for the project must be acceptable to the Company. Estimates which appear to be inaccurate may be rejected by the Company.
9. The land developer shall obtain all necessary permits from federal, state and local authorities. If any of these authorities require the Company to obtain such permits, the Company will apply for the permits, at the land developer's expense.
10. All construction shall be subjected to inspection by the Company's employees or agents. No trenches shall be backfilled prior to approval from the Company's inspectors.
11. The land developer shall supply the Company with an accurate "as built" set of plans for the construction project. This set of "as built" plans shall be created in accordance with the specifications and conditions of the Company. The land developer's Engineer of Record shall provide a letter certifying the "as built" information is correct, and that all necessary properties, easements and/or right-of-ways has been identified with running descriptions.
12. The Company, in its sole discretion, will not accept ownership of the facilities provide wastewater service to any connection there from until the Company determines:
 - a) That all construction related to the collection mains, service laterals and appurtenance installation work is properly completed accordance with the official plans and specifications;
 - b) That all of the facilities are acceptable for public service; That the Company costs have been paid;
 - c) That a proper accounting of construction costs has been provided to the Company;
 - d) That the Company received certified copies of all legal instruments, duly recorded in the County Office of the Recorder of Deeds, describing the necessary properties, easements and/or right-of-way; and

- e) That the Company has received the "as built" plans and the letter from the Engineer of Record, as specified above.
13. Following acceptance of the completion of all items specified above, ownership of all the facilities shall be transferred to the Company, at no cost to the Company and free and clear of any liens.
14. At the time of transfer of ownership of the facilities to the Company, the Company shall provide, at no cost to the Company, all appropriate right-of-ways that are necessary for future access to repair, maintain, replace or other related reasons.
15. Upon completion of the ownership transfer, a Final Memorandum shall be prepared and completed by the land developer and signed by both parties showing the actual costs and the Company construction overhead costs.
16. The land developer shall warrant and be responsible for all maintenance of facilities constructed by the land developer and holds the Company harmless against all costs, expenses and losses, including, without limitation, incidental and consequential damages resulting from any defects in the facilities, including, without limitation, defects in materials and workmanship, which are discovered or arise within a one (1) year period following the signing of the Final Memorandum as described in Paragraph 15 above. As security for the land developer's performance of its representation and warranty, simultaneously with the conveyance of the facilities to the Company, the land developer shall deliver to the Company an executed performance bond or another Company approved financial instrument, in form and substance satisfactory to the Company. The performance bond shall be in the amount of one hundred percent (100%) of the total actual costs including the Company construction overhead costs. The performance bond shall have as the surety thereon such surety company, acceptable to the Company, as is authorized to write bonds of such character and amount under the laws of the Commonwealth of Pennsylvania. The attorney-in-fact, or other officer who signs the bond for a surety company, must file with such bond a certified copy of their power of attorney authorizing them to do so. Subject to the approval of the Company, the land developer may elect to deliver to the Company a performance bond in compliance with all requirements herein and in a form acceptable to the Company, from the land developer's contractors as the principal with the land developer and the Company as obliges. The performance bond shall remain in force for a period of two (2) years, beginning on the date of transfer for the ownership of the facilities to the Company, as defined herein.
17. Once the Company is aware of a defect in the facilities, the land developer will be notified of the defect(s) within ten (10) business days. If the land developer fails to make or commence timely repairs or replacements of any defects in the facilities discovered or arising within the said two (2) year period, the land developer or his surety shall be liable to the Company for all costs arising there from. All documents referred to in or required by this paragraph, and the prior paragraph, shall be a form acceptable to the Company.

SECTION I - 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 J- 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 K - 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 L - Industrial and Commercial Establishments Service Limitations

The U.S. Environmental Protection Agency (EPA) 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

Issued: _____

Effective: _____

currently does not required 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; or,
 - b) is not in compliance with discharge permit standards, disrupts the normal functioning of the existing wastewater treatment plant; or,
 - 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;
 - e) 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 M - 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 N - 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.