



October 30, 2024

**VIA E-FILING**

**David P. Zambito**

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Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2nd Floor North  
Harrisburg, PA 17120

**Re: Pennsylvania Public Utility Commission v. Veolia Water Pennsylvania, Inc.; Docket Nos. R-2024-3045192, R-2024-3045193, et al.**

**Filing in Compliance with the Commission's Order entered October 10, 2024**

Dear Secretary Chiavetta:

On behalf of Veolia Water Pennsylvania, Inc. ("VWPA"), enclosed for filing with the Pennsylvania Public Utility Commission are:

1. A revised tariff in the form set forth in Attachments L and M of the Joint Petition for Approval of Settlement of Rate Proceeding, to be effective on November 1, 2024, as required by Ordering Paragraph 3, corrected as required by Ordering Paragraph 2, and including the discounted rates, terms and conditions of VWPA's customer assistance plan, as required by Ordering Paragraph 4.
2. Proofs of revenues and supporting calculations for water and wastewater services,<sup>1</sup> as required by Ordering Paragraph 5.

Copies have been served on all active parties as shown on the attached Certificate of Service.

Thank you for your attention to this matter. Please do not hesitate to contact me if you have any questions.

Sincerely,

COZEN O'CONNOR

By: David P. Zambito  
Counsel for *Veolia Water Pennsylvania, Inc.*

DPZ

Enclosures

cc: Per Certificate of Service  
Administrative Law Judge Emily I. DeVoe  
Paul Zander (Bureau of Technical Utility Services)  
James C. Cagle, Vice President, Rates and Regulatory Affairs, Veolia  
Maryanne Hatch, Senior Director, Rates and Regulatory Affairs, Veolia  
Larry Finnicum, Vice President and General Manager, VWPA  
David Njuguna, Senior Manager, Regulatory Business (Municipal Water), Veolia

<sup>1</sup> Except for the changes required by the Commission's Order, the enclosed proofs of revenues and supporting calculations are identical to those shared with and approved by all active parties before the Settlement was submitted to the Commission. Due to rounding, the wastewater proof of revenue totals \$420,039.00.

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission	:	
	:	
v.	:	Docket Nos. R-2024-3045192
	:	and R-2024-3045193 <i>et al.</i>
Veolia Water Pennsylvania, Inc.	:	

**CERTIFICATE OF SERVICE**

I hereby certify that I have this 30<sup>th</sup> day of October, 2024, served a true copy of the foregoing **Filing in Compliance with Commission Order** upon the parties listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

**VIA E-MAIL ONLY (with Attachments):**

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*Counsel for CAUSE-PA*

Respectfully submitted,



David P. Zambito, Esq.  
*Counsel for Veolia Water Pennsylvania, Inc.*

**VEOLIA WATER PENNSYLVANIA, INC.**  
**Supplement No. 71 to:**  
**Tariff Water – Pa. P.U.C. No. 7**  
**Effective November 1, 2024**

**Docket Nos. R-2024-3045192**  
**and R-2024-3045193**

VEOLIA WATER PENNSYLVANIA, INC.

Supplement No. 71 to:  
Water – Pa. P.U.C. No. 7

VEOLIA WATER PENNSYLVANIA, INC.

Harrisburg, Pennsylvania,

Rates, Rules and Regulations

Governing the Distribution of Water in

(See Page 5 for Territories Served)

ISSUED: October 30, 2024

EFFECTIVE: November 1, 2024

BY: Larry Finnicum, Regional President  
Veolia Water Pennsylvania, Inc.  
6310 Allentown Road  
Harrisburg, PA 17111

## NOTICE

This tariff supplement is a general rate increase under Section 1308(d) of the Pennsylvania Public Utility Code, 66 Pa. C.S. S 1308(d), and updates the schedule with rates for customers pursuant to the Pennsylvania Public Utility Commission's Final Order at Docket No. R-2024-3045192.

LIST OF CHANGES MADE BY THIS SUPPLEMENT

Schedule of Meter Rates, Page 6, 6A, 6B, 6C, 6D, 6E, 6F, 7, 8, 8A, 9, 9A, 10, 10A, 10B, 10C, reflects rate increase in this case.

(C)

Reduction of the due date of bills from twenty (20) days to fifteen (15) days for all customer classes other than the residential class.

Page 4 State Tax Adjustment Surcharge (STAS) has been reset to 0%

Page 13 reflects a fee for meter tampering or theft

Page 14 reflects a fee for hydrant flow testing of \$455.00

Page 15A reflects the inclusion of Customer Assistance Program (CAP) Rider

Page 23 modified to add grounds for rejecting applications for service

Page 63 Distribution System Improvement Charge (DSIC) has been reset to 0%

Page 64 reflects changes to the language of FTAC and is modified to reduce FTAC rate

- (I) Indicates an Increase
- (D) Indicates a Decrease
- (C) Indicates a Change

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SURCHARGE CREDIT

STATE TAX ADJUSTMENT SURCHARGE

In addition to the charges provided in this tariff, a surcharge of (0.00%) will apply to all charges except the DSIC for services rendered on or after the Effective Date shown on the bottom of this page (for customers of Veolia Water Pennsylvania, Inc.) and (0.00%) on or after the Effective Date shown on the bottom of this page (for customers formerly served by Veolia Water Bethel, Inc.).

(C)

The above surcharge will be recomputed, using the same elements prescribed by the Commission.

- a. Whenever any of the tax rates used in calculation of the surcharge are changed;
- b. Whenever the utility makes effective any increased or decreased rates; and
- c. On or before March 31 of each year.

(C)

The above recalculation will be submitted to the Commission within 10 days after the occurrence of the event or date which occasion such recomputation; and, if the recomputed surcharge is less than the one then in effect, the Company will, and if the recomputed surcharge is more than the one then in effect, the Company may, submit with such recomputation a tariff or supplement to reflect such recomputed surcharge, the effective date of which shall be 10 days after filing.

TERRITORIES SERVED

The Boroughs of Dauphin, Highspire, Hummelstown, Paxtang and Penbrook; the Townships of Lower Paxton, Middle Paxton and Swatara; Portions of the Townships of Derry, Lower Swatara, South Hanover and Susquehanna; all in Dauphin County, Pennsylvania; and Portions of East Pennsboro Township, in Cumberland County, Pennsylvania; and in the Borough of Marysville, Rye Township and Penn Township in Perry County, Pennsylvania; and Newberry Township in York County, Pennsylvania

The Borough of Dallas, Dallas Township, Village of Shavertown and Vicinity, Kingston Township, Harvey's Lake Borough, Lake Township and Lehman Township, Luzerne County, Pennsylvania; and Village of Noxen and Vicinity, Noxen Township, Wyoming County, Pennsylvania;

The Borough of Mechanicsburg and portions of the Townships of Upper Allen, Lower Allen, Hampden, Silver Spring and Monroe, All in Cumberland County, Pennsylvania, and Portions of Monaghan Township, in York County Pennsylvania

The Town of Bloomsburg, The Townships of South Centre and Scott; and Portions of the Townships of Hemlock and Montour, Columbia County, Pennsylvania; A Portion of Cooper Township, and Township of Mahoning, Montour County, Pennsylvania; The Village of Nuremberg, Township of North Union, Schuylkill County, Pennsylvania.

Portions of Hamilton and Letterkenny Townships, Franklin County, Pennsylvania.

Overbrook, Dallas Township, Luzerne County

Portions of the Township of Bethel and portions of the Township of Concord, Delaware County, Pennsylvania

**SCHEDULE OF METER RATES**

Application:

To all residential customers residing in all territories served by Veolia Water Pennsylvania, Inc. except for portions of the Township of Bethel and portions of the Township of Concord, Delaware County, Pennsylvania, formerly served by Veolia Water Bethel, Inc.; all customers residing in the Township of Mahoning, Montour County served by Veolia Water Pennsylvania, Inc.; all customers residing in portions of Hamilton and Letterkenny Townships, Franklin County, Pennsylvania; and all customers in Overbrook, Dallas Township, Luzerne County, Pennsylvania, previously served by Overbrook Water Company.

Volume Charges:

All consumption at \$1.16142 per 100 gallons | (I)

Customer Service Charges:

<u>Meter Size</u>	<u>Per Month</u>
5/8" – 3/4" (C)	\$ 17.00   (I)
1"	35.23
1 1/2"	70.47
2"	120.71
3"	226.42
4"	377.40
6"	754.80
8"	1,207.77
10"	1,736.17

Conditions of Contract:

The rate will consist of the total of (A) the Volume Charge and (B) the Customer Service charge. The volume charge is based on all metered water for the billing period.

Terms of Payment:

All bills shall be rendered monthly. Bills rendered will show a due date of twenty (20) days after the date the bill is mailed for residential customers.

| (C)

**SCHEDULE OF METER RATES**

Application:

To all commercial, commercial residence/apartments and public authority customers residing in all territories served by Veolia Water Pennsylvania, Inc. except for portions of the Township of Bethel and portions of the Township of Concord, Delaware County, Pennsylvania, formerly served by Veolia Water Bethel, Inc.; all customers residing in the Township of Mahoning, Montour County served by Veolia Water Pennsylvania, Inc.; all customers residing in portions of Hamilton and Letterkenny Townships, Franklin County, Pennsylvania; and all customers in Overbrook, Dallas Township, Luzerne County, Pennsylvania, previously served by Overbrook Water Company.

Volume Charges:

	<u>Per Month</u>	<u>Rate Per 100 Gallons</u>	
First	25,000 Gallons	\$1.16142	(I)
Over	25,000 Gallons	0.84422	

Customer Service Charges:

<u>Meter Size</u>	<u>Per Month</u>	
5/8" – 3/4" (C)	\$ 17.00	(I)
1"	35.23	
1 1/2"	70.47	
2"	120.71	
3"	226.42	
4"	377.40	
6"	754.80	
8"	1,207.77	
10"	1,736.17	

Conditions of Contract:

The rate will consist of the total of (A) the Volume Charge and (B) the Customer Service charge. The volume charge is based on all metered water for the billing period.

Terms of Payment:

All bills shall be rendered monthly. Bills rendered will show a due date of fifteen (15) days after the date the bill is mailed for commercial/public authority customers.

| (C)

**SCHEDULE OF METER RATES**

Application: To all regular industrial customers residing in all territories served by Veolia Water Pennsylvania, Inc. except for portions of the Township of Bethel and portions of the Township of Concord, Delaware County, Pennsylvania, formerly served by Veolia Water Bethel, Inc.; all customers residing in the Township of Mahoning, Montour County served by Veolia Water Pennsylvania, Inc.; all customers residing in portions of Hamilton and Letterkenny Townships, Franklin County, Pennsylvania; and all customers in Overbrook, Dallas Township, Luzerne County, Pennsylvania, previously served by Overbrook Water Company.

Volume Charges:

	<u>Per Month</u>	<u>Rate Per 100 Gallons</u>	
First	25,000 Gallons	\$ 1.16142	(I)
Over	25,000 Gallons	0.95855	

Customer Service Charges:

<u>Meter Size</u>	<u>Per Month</u>	
5/8" – 3/4" (C)	\$ 17.00	(I)
1"	35.23	
1 1/2"	70.47	
2"	120.71	
3"	226.42	
4"	377.40	
6"	754.80	
8"	1,207.77	
10"	1,736.17	

Conditions of Contract:

The rate will consist of the total of (A) the Volume Charge and (B) the Customer Service charge. The volume charge is based on all metered water for the billing period.

Terms of Payment:

All bills shall be rendered monthly. Bills rendered will show a due date of fifteen (15) days after the date the bill is mailed for industrial.

(C)

**SCHEDULE OF RATES**

Application: To all customers residing in the Township of Mahoning, Montour County served by Veolia Water Pennsylvania, Inc.

(C)

Volume Charges:

<b>Consumption Charge Residential (All Usage) Per 100 Gallons</b>			
\$	-	\$	0.71030

(I)

<b>Consumption Charge Non-Residential Per 100 Gallons</b>			
First	25,000 Gallons	\$	1.16142
Over	25,000 Gallons	\$	0.84422

(I)

Customer Service Charges:

<u>Meter Size</u>	<u>Per Month</u>
5/8"	\$ 17.00
3/4"	17.00
1"	35.23
1 1/2"	70.47
2"	120.71
3"	226.42
4"	377.40
6"	754.80
8"	1,207.77
10"	1,736.17

(D)

Conditions of Contract:

The rate will consist of the total of (A) the Volume Charge and (B) the Customer Service Charge. The Volume Charge is based on all metered water for the billing period.

Terms of Payment

All bills shall be rendered monthly. Bills rendered will show a due date of twenty (20) days after the date the bill is mailed for residential customers, and a due date of fifteen (15) days after the date the bill is mailed for all other customers.

(C)

**SCHEDULE OF RATES**

Application: To all customers residing in portions of portions of Hamilton and Letterkenny Townships, Franklin County, Pennsylvania.

Volume Charges:

<b>Consumption Charge Residential (All Usage) Per 100 Gallons</b>				
\$	-	\$	1.16142	(I)

<b>Consumption Charge Non-Residential Per 100 Gallons</b>				
First	25 MGL	\$	1.16142	(I)
Over	25 MGL	\$	0.84422	

Customer Service Charges:

<u>Meter Size</u>	<u>Per Month</u>	
5/8"	\$ 17.00	(D)
3/4"	17.00	
1"	35.23	
1 1/2"	70.47	
2"	120.71	
3"	226.42	
4"	377.40	
6"	754.80	
8"	1207.77	
10"	1736.17	

Conditions of Contract

The rate will consist of the total of (A) the Volume Charge and (B) the Customer Service Charge. The Volume Charge is based on all metered water for the billing period.

Terms of Payment

All bills shall be rendered monthly. Bills rendered will show a due date of twenty (20) days after the date the bill is mailed for residential customers, and a due date of fifteen (15) days after the date the bill is mailed for all other customers. | (C)

**SCHEDULE OF RATES**

Application: To all customers in Overbrook, Dallas Township, Luzerne County, Pennsylvania, previously served by Overbrook Water Company.

Volume Charges:

**Consumption Charge Residential (All Usage) Per 100 Gallons**  
 \$ - \$ 0.60510 | (I)

**Consumption Charge Non-Residential Per 100 Gallons**  
 \$ - \$ 0.60510 | (I)

Customer Service Charges:

<u>Meter Size</u>	<u>Per Month</u>	
<u>5/8"</u>	\$ 17.00	(C)
<u>3/4"</u>	17.00	
<u>1"</u>	35.23	
<u>1 1/2"</u>	70.47	
<u>2"</u>	120.71	
<u>3"</u>	226.42	
<u>4"</u>	377.40	
<u>6"</u>	754.80	
<u>8"</u>	1207.77	
<u>10"</u>	1736.17	

Conditions of Contract:

The rate will consist of the total of (A) the Volume Charge and (B) the Customer Service Charge. The Volume Charge is based on all metered water for the billing period.

Terms of Payment:

All bills shall be rendered monthly. Bills rendered will show a due date of twenty (20) days after the date the bill is for residential customers, and a due date of fifteen (15) days after the date the bill is mailed to all other customers. | (C)

**SCHEDULE OF METER RATES**

Application: To all metered customers in portions of the Township of Bethel and portions of the Township of Concord, Delaware County, Pennsylvania, previously served by Veolia Water Bethel, Inc. for domestic, commercial and industrial or municipal service.

Rates:

**Consumption Charge Residential (All Usage) Per 100 Gallons**  
 \$ - \$ 0.50500 | (I)

**Consumption Charge Non-Residential Per 100 Gallons**  
 First 25 MGL \$ 0.50500 | (I)  
 Over 25 MGL 0.40000

Minimum Charge:

<u>Meter Size</u>	<u>Per Month</u>
5/8"	\$ 12.75
3/4"	12.75
1"	26.42
1-1/2"	52.86
2"	90.53
3"	169.81
4"	283.05
6"	566.10
8"	905.83
10"	1,302.13

Terms of Payment:

All bills shall be rendered monthly. Bills rendered will show a due date of twenty (20) days after the date the bill is mailed for residential customers, and a due date of fifteen (15) days after the date the bill is mailed for all other customers. | (C)

**SCHEDULE OF METER RATES**

Application:

To all large industrial customers.

Large Industrial Tariff – Applicable to all Industrial customers that elect to be on the Large Industrial Tariff rate. Those Industrial customers will take or pay for 7 million gallons per month at a fixed minimum charge of \$36,558.20, with usage over 7 million gallons per month to be charged at \$0.52226 per 100 gallons. Once an Industrial customer elects to be on the Large Industrial Tariff, they must remain on the Large Industrial Tariff for a minimum of six consecutive months before electing to be removed from the Large Industrial Tariff with a 30 day written notice to Veolia Water Pennsylvania Inc’s customer service department.

<u>Service Charge</u>	<u>Per Month</u>	
<u>3"</u>	\$ 226.42	(I)
<u>4"</u>	377.40	
<u>6"</u>	754.80	
<u>8"</u>	1,207.77	
<u>10"</u>	1,736.17	

Consumption Charge

All usage over 7 million gallons per month to be charged at \$0.52226 per 100 gallons. (I)

Fixed minimum charge per month \$36,558.20.

Conditions of Contract:

The rate will consist of the total of (A) the Volume Charge and (B) the Customer Service charge. The volume charge is based on all metered water for the billing period.

Terms of Payment:

All bills shall be rendered monthly. Bills rendered will show a due date of fifteen (15) days after the date the bill is mailed for industrial customers. (C)

**RATES FOR PUBLIC FIRE HYDRANT SERVICE**

Application:

To all political subdivisions except for portions of the Township of Bethel and portions of the Township of Concord, Delaware County, Pennsylvania, formerly served by Veolia Water Bethel, Inc.

(C)

Rates:

For fire hydrant installed and maintained by the Company at its expense.

		<u>Per Month</u>	
(Harrisburg)	Each fire hydrant	\$ 36.42	(I)
(Dallas)	Each fire hydrant	28.20	
(Mechanicsburg)	Each fire hydrant	36.42	
(Bloomsburg)	Each fire hydrant	28.20	
(Mahoning)	Each fire hydrant	35.42	

Conditions:

Water from fire hydrants is intended to be used for fighting fires. Any water used for purposes other than fighting fires shall be billed at the Residential rate on Page 6.

Water used from fire hydrants for other than fighting fires should be based on meter readings where possible. If a meter cannot be used, the Company will estimate the usage.

**RATES FOR PUBLIC FIRE HYDRANT SERVICE**

Application: To all customers residing in portions of the Township of Bethel and portions of the Township of Concord, Delaware County, Pennsylvania, previously served by Veolia Water Bethel, Inc. for domestic, commercial and industrial or municipal service.

Rates:

	<u>Per Month</u>	<u>Per Quarter</u>
To political subdivisions:		
For lateral connection to the curb and fire hydrant at the curb installed and maintained by the Company at its expense: Each fire hydrant	\$38.20	\$114.61
For lateral connection to the curb and fire hydrant at the curb installed at the expense of the political sub-division and maintained by the Company at its expense: Each fire hydrant	\$28.66	\$85.98
To individuals in protected areas so designated by the National Board of Fire Underwriters, when liability for service is not assumed by a political subdivision: Each customer	\$1.29	\$3.88

Conditions of Contract:

The monthly charge to individual customers shall be in addition to charges under any other schedule of rates.

Terms of Payment:

All bills shall be rendered monthly. Bills rendered will show a due date of fifteen (15) days after the date the bill is mailed for fire protection customers.

(C)

**RATES FOR PRIVATE FIRE HYDRANT SERVICE**

Application: To all customers having private fire hydrant installations residing in all territories served by Veolia Water Pennsylvania, Inc. except for portions of the Township of Bethel and portions of the Township of Concord, Delaware County, Pennsylvania, formerly served by Veolia Water Bethel, Inc.

Rates:

For a lateral connection from the main in a private easement to a hydrant valve at the curb, easement boundary or property line to serve a fire hydrant installed and maintained by the customer at his expense:

	<u>Per Month</u>	
Each fire hydrant	\$60.70	(I)

Conditions of Contract:

The Company reserves the right to meter any fire line where evidence indicates that water is being taken from the line for purposes other than fire fighting, and such metered service shall then be billed in accordance with the regular Schedule of Meter Rates in addition to the above rates, with proper allowance for water consumed in fire fighting.

Terms of Payment

All bills shall be rendered monthly. Bills rendered will show a due date of fifteen (15) days after the date the bill is mailed for fire protection customers. | (C)

**RATES FOR PRIVATE FIRE HYDRANT SERVICE**

Application: To all customers residing in portions of the Township of Bethel and portions of the Township of Concord, Delaware County, Pennsylvania, previously served by Veolia Water Bethel, Inc. for domestic, commercial and industrial or municipal service.

Rates:

	<u>Per Month</u>	<u>Per Quarter</u>
For lateral connection to the curb and fire hydrant at the curb installed and maintained by the Company at its expense: Each fire hydrant	\$38.20	\$114.60
For each fire hydrant installed and maintained by the customer at his expense: Each hydrant	\$28.66	\$85.98

Conditions of Contract:

The Company reserves the right to meter any fire line where evidence indicates that water is being taken from the line for purposes other than fire protection, and such metered service shall then be billed in accordance with the regular schedule of meter rates in addition to the above rates, with proper allowance for water consumed in fire fighting.

Terms of Payment:

All bills shall be rendered monthly. Bills rendered will show a due date of fifteen (15) days after the date the bill is mailed for fire protection customers.

**RATES FOR PRIVATE FIRE SPRINKLER AND HOSE SERVICE**

Application: To all customers having separate fire hydrant in all territories served by Veolia Water Pennsylvania, Inc. except for portions of the Township of Bethel and portions of the Township of Concord, Delaware County, Pennsylvania, formerly served by Veolia Water Bethel, Inc.

(C)

Rates:

For fire service through a separate fire service line.

	<u>Per Month</u>	
For each 2" service line (or smaller)	\$ 27.24	(I)
For each 3" service line	73.48	
For each 4" service line	94.24	
For each 6" service line	156.65	
For each 8" service line	233.49	
For each 10" service line	333.70	
For each 12" service line	463.88	
For each 14" service line	852.15	

There will be no additional charge for sprinkler heads, or hose connections, supplied from the service line. There shall be no additional charge for hydrants installed on a private fire sprinkler line.

Conditions of Contract:

All new fire services will be metered by a meter approved by the Company. The Company reserves the right to determine the location of the meter/meter vault. All piping appurtenances and the vault will be at the sole cost of the customer and be maintained by the customer.

All new fire services shall be equipped with a backflow preventer device. The Customer shall provide a Company specified meter installed in a Company specified meter vault with a Company specified back flow preventer for all fire services. The cost of any piping modifications needed to accommodate the appropriate backflow preventer and or detector check will be at the customer's expense.

The Company reserves the right to meter any existing fire line where evidence indicates that water is being taken from the line for purposes other than fire fighting, and such metered service shall then be billed in accordance with the regular Schedule of Meter Rates in addition to the above rates, with proper allowance for water consumed in fire fighting. The Company shall also have the right to reclassify the customer to the regular Schedule of Meter Rates, in the same manner, when two or more months of usage are recorded within a rolling 12-month period unless the customer can demonstrate, by evidence acceptable to the Company that the usage was in fact for the purpose of firefighting. Following a reclassification, the customer shall not be returned to a fire service-only rate until the customer has made a request for such service and can demonstrate, by evidence acceptable to the Company, 12 continuous months of no usage for purposes other than firefighting. The customer will be responsible for the cost of the meter and any piping modifications needed to accommodate the meter.

**RATES FOR PRIVATE FIRE SPRINKLER AND HOSE SERVICE (CONTINUED)**

The Company reserves the right to require the fire service line to be separate from the domestic service line.

For existing private fire services that are not metered, the customer must notify the Company three business days prior to any testing of the fire flow system. The Company will determine the acceptable rate of flow for testing purposes. The Company will assess a charge of \$250 per fire flow test. A penalty charge of \$1,000 will be assessed for any fire flow test conducted without notifying the Company.

The Company reserves the right to make system changes that may impact both the static and residual pressures. In such events, as long as the pressures meet the PUC pressure requirements, the Company will not be held responsible, or otherwise liable, for any required changes to the customer's fire suppression system as a result of the change to the Company's pressure.

**Terms of Payment:**

All bills shall be rendered monthly. Bills rendered will show a due date of fifteen (15) days after the date the bill is mailed for fire protection customers.

(C)

**RATES FOR PRIVATE FIRE SPRINKLER AND HOSE SERVICE**

Application: To all customers residing in portions of the Township of Bethel and portions of the Township of Concord, Delaware County, Pennsylvania, previously served by Veolia Water Bethel, Inc. for domestic, commercial and industrial or municipal service.

Rates:

	<u>Per Month</u>	<u>Per Quarter</u>	
For each 4" service line	\$ 73.51	\$ 220.54	(I)
For each 6" service line	147.04	441.13	

Conditions of Contract:

All new fire services will be metered by a meter approved by the Company. The Company reserves the right to determine the location of the meter/meter vault. All piping appurtenances and the vault will be at the sole cost of the customer and be maintained by the customer.

All new fire services shall be equipped with a backflow preventer device. The Customer shall provide a Company specified meter installed in a Company specified meter vault with a Company specified back flow preventer for all fire services. The cost of any piping modifications needed to accommodate the appropriate backflow preventer and or detector check will be at the customer's expense.

The Company reserves the right to meter any existing fire line where evidence indicates that water is being taken from the line for purposes other than fire fighting, and such metered service shall then be billed in accordance with the regular Schedule of Meter Rates in addition to the above rates, with proper allowance for water consumed in fire fighting. The Company shall also have the right to reclassify the customer to the regular Schedule of Meter Rates, in the same manner, when two or more months of usage are recorded within a rolling 12-month period unless the customer can demonstrate, by evidence acceptable to the Company that the usage was in fact for the purpose of firefighting. Following a reclassification, the customer shall not be returned to a fire service-only rate until the customer has made a request for such service and can demonstrate, by evidence acceptable to the Company, 12 continuous months of no usage for purposes other than firefighting. The customer will be responsible for the cost of the meter and any piping modifications needed to accommodate the meter.

Terms of Payment:

All bills shall be rendered monthly. Bills rendered will show a due date of fifteen (15) days after the date the bill is mailed for fire protection customers.

**SCHEDULE OF WHOLESALE SERVICE RATES**

Application:

To all wholesale service customers using more than 500,000 gallons per month residing in portions of the Township of Bethel and portions of the Township of Concord, Delaware County, Pennsylvania, previously served by Veolia Water Pennsylvania, Inc. who have sprinkler systems and inside hose connections for fire protection.

Rate:

**Rate Per 100 Gallons**

All use	\$0.58540
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Customer Charge:

<u>Meter Size</u>	<u>Per Month</u>
2"	\$90.53
3"	\$169.81
4"	\$283.05
6"	\$566.10
8"	\$905.83
10"	\$1,302.13

(I)

Terms of Payment:

All bills shall be rendered monthly. Bills rendered will show a due date of fifteen (15) days after the date the bill is mailed for wholesale customers.

(C)

**NON-RESIDENTIAL STANDBY RATE**

Application:

This rate is available to all non-residential customers that have an alternative supply source or a non-residential customer that purchases water from the Company and develops or obtains a new source of supply.

The Non-Residential Standby Rate is available on a firm basis, not interruptible.

The daily requirement, as nominated by the customer, shall be equal to the maximum day capacity of the non-residential customer's alternative supply or the new source of supply or another reasonable amount agreed to by the Company and the non-residential customer.

A monthly charge of \$14.18 per 100 gallons of daily requirement as nominated as well as a usage charge of \$2.87 per thousand gallons for any actual usage.

Standby Charge:

A monthly charge of \$14.18 per 100 gallons of daily requirement as nominated

Consumption Charge

All usage per 100 gallons	\$0.287
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Conditions of Contract:

The rate will consist of the total of (A) the Volume Charge and (B) the Customer Service Charge and (C) the Standby rate agreed to by the Company and the non-residential customer.

Terms of Payment:

All bills shall be rendered monthly. Bills rendered will show a due date of fifteen (15) days after the date the bill is mailed for standby customers. (C)

**SCHEDULE OF MISCELLANEOUS FEES AND CHARGES**

1. Customer Requested Turn-on/off Charge

Application: This charge is applicable to all customers who request the temporary shut-off or turn-on of service for performing routine maintenance, repairs, or replacement of the customer's portion of the service line.

Rates:

	<u>Each Occurrence</u>
Turn-on/off charge (during normal business hours)	No Charge
Turn-on/off charge (other than normal business hours)	\$75.00

(C)

Terms of Payment:

The turn on/off charge will be added to the customer's bill once the service has been provided.

2. Reconnection Charge for Nonpayment Terminations

Application:

This charge is applicable to all customers where water has been physically turned off for nonpayment of a delinquent bill.

Rates:

	<u>Each Occurrence</u>
Reconnection Charge (during normal business hours)	\$50.00
Reconnection Charge (other than normal business hours)	\$75.00

Terms of Payment:

The reconnection charge will be added to the customer's bill once the service has been terminated and is due and payable before water will be turned on.

3. Returned Check Charge

Application:

Should the Company receive a negotiable instrument from the applicant or customer in payment of any bill, charge or deposit due and such instrument be subsequently dishonored or be uncollectible for any reason, the Company shall charge the applicant or customer a handling charge as provided below.

Rate:

	<u>Each Occurrence</u>
Returned check charge	\$30.00

(I)

Terms of Payment:

Bills will be rendered at time customer's check is returned by the Bank and are due and payable when rendered.

**SCHEDULE OF MISCELLANEOUS FEES AND CHARGES (Cont'd.)**

**4. Tampering Or Theft Of Service**

Application: Tampering with Company equipment or affecting customer piping to receive unmetered or unauthorized water service shall be prohibited and subject to the following charges:

Rate:

First occurrence	\$250.00
Second occurrence	\$500.00

**5. Meter Test Charge (Deposit)**

Application:

This charge is applicable to all customers who request a test of a water meter for accuracy.

Rates:

	<u>Per Test</u>
For each meter, 1" diameter or smaller	\$10.00
For each meter greater than 1" or smaller than 2"	\$20.00
For other meters, including those which are so located that the cost is out of proportion to the fee specified	As approved by the Pa. P.U.C., pursuant to 52 Pa. Code § 65.8 (h)

Terms of Payment:

Payment must accompany customer's request for the test of a meter for accuracy. If the meter so tested shall be found to have an error in registration of less than four percent (4%), the deposit shall be retained by the Company as compensation for such test; if the error in registration is found to be four percent (4%) or more, then the cost of the test shall be borne by the Company and the amount of the deposit shall be returned to the customer.

**6. Damaged Meter/ Radio Read Unit Charge**

Application:

This charge is applicable to all customers for damage or loss by any meter or the radio read device arising out of or caused by the customer's negligence or carelessness or that of his servants, employees, members of his household, or any person upon his premises under or by his consent of sufferance. Damage means theft, freezing, water damage, or damage to the meter or radio read unit.

Rates:

	<u>Each Occurrence</u>
For all 5/8" (during normal business hours)	\$100.00
For all 5/8" (other than normal business hours)	\$150.00
For all meters larger than 5/8" diameter, the Company will bill the actual cost of the meter plus the actual fee for labor and overheads.	

Terms of Payment:

The damaged meter charge will be either added to the customer's bill once the service has been provided or via a separate invoice.

**SCHEDULE OF MISCELLANEOUS FEES AND CHARGES (Cont'd.)**

**7. Bulk Water Charge**

**Application:**

This charge is applicable to all customers who purchase water through a company approved bulk water filling location.

**Rate:**

All water purchased shall be billed at the volumetric charge as stated on the "Schedule of Meter Rates applicable for residential.

**Terms of Payment:**

Bills will be rendered monthly in arrears and are payable within fifteen (15) days after the bill is rendered.

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**8. Water Main Extension Design Deposit**

**Application:**

This deposit is applicable to all water main extension agreements for Non-Bona Fide service applicants.

**Rate:**

\$1,000 per application. In the event that the project is for both water and wastewater, only \$1,000 total shall be collected.

C

**Terms:**

The deposit is due upon request for an extension agreement and will be applied to the cost of the project. If the project is not completed, within one year of the application, the deposit will be retained by the water company and any future applications will require another \$1,000.

**9. Hydrant Flow Test**

**Application:**

For all work and labor performed and all materials furnished by the Company for hydrant flow tests, a charge of \$455.00 will be charged to the customer or party requiring such service.

**Terms of Payment:**

Bills will be rendered monthly in arrears and are payable within fifteen (15) days after the bill is rendered.

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1. **Industrial Economical Rate- RIDER DIS - DEMAND-BASED INDUSTRIAL SERVICE**

Applicability.

Throughout the territory served under this tariff.

Availability.

This rider is available to a customer or prospective customer that:

- (1) purchases or intends to purchase water from the Company for industrial purposes;
- (2) enters into a Service Agreement for a term of not less than 2 years
- (3) during the original and any renewal terms of the Service Agreement, agrees to purchase a minimum of 10 million gallons of water per month at a daily load factor of not less than 0.60; and
- (4) has a viable competitive alternative to service from the Company and intends to select that alternative to the detriment of the Company and its other customers.

The Company shall require documentation to establish, to the company's satisfaction, the existence of a competitive alternative. Such documentation may include, but is not limited to, an affidavit of the customer or, if the customer is a corporation, an affidavit of one or more of its officers.

Rate.

The rate(s) to be charged qualifying customers under this rider will be as set forth in the Service Agreement, provided, however, that such rate(s): (1) shall not exceed the Maximum Rate; (2) shall not be less than the Minimum Rate; and (3) shall be subject to an Escalation Clause, as hereafter defined.

**Maximum Rate:** The Maximum Rate shall be the charges specified in the Company's Rate Schedule that would otherwise apply to the qualifying customer absent this rider.

**Minimum Rate:** The minimum rate shall be sufficient to recover: (1) the Production Cost of Water; (2) the fixed costs (depreciation and pre-tax return) associated with the facilities necessary to serve the customer; and (3) some portion of the fixed costs of the Company's other facilities. For purposes of this rider, the Production Cost of Water shall be the variable cost the company incurs to produce additional treated water, which consists of expenses for electric power, chemicals and purchased water (where applicable).

**Escalation Clause:** The rate set forth in the Service Agreement shall be subject to an Escalation Clause, during the original and any renewal terms of the Service Agreement, based upon changes in published price indices and /or changes in the Company's cost of service, as the Company and the qualifying customer shall agree.

**Filing With The Pennsylvania Public Utility Commission/Confidentiality:** Service Agreements entered into between the Company and qualifying customers under this rider shall be filed with the Commission on a confidential basis within thirty (30) days of their execution and shall not be subject to disclosure except by Petition made to and granted by the Commission pursuant to 52 PA Code §1.74.

**SCHEDULE OF RATES**

**CUSTOMER ASSISTANCE PROGRAM (CAP)  
RIDER – ALL RATE ZONES FOR QUALIFYING RESIDENTIAL CUSTOMERS**

Application:

This Customer Assistance Program (“CAP”) Rider applies throughout the territories served under this tariff for residential service rendered. This Rider will be reflected on the customer bill as a credit.

Effective:

This Rider will be effective within 180 days of November 1, 2024.

Availability:

This rider is available for a customer in the Residential Class that meets the low-income criteria of 0% to 200% based on the Federal Poverty Level (“FPL”), as processed or verified by Company’s authorized administrator.

Rates:

<u>Tier</u>	<u>Poverty Level</u>	<u>Customer Service Charge Discount</u>	<u>Volumetric Discount</u>
1	0-50%	\$0 fixed service charge	100% discount on first 3,000 gallons
2	50-100%	\$0 fixed service charge	100% discount on first 2,000 gallons
3	101-150%	\$0 fixed service charge	100% discount on first 1,00 gallons
4	151-200%	\$0 fixed service charge	100% discount on first 500 gallons

Surcharges:

All surcharges applicable under the Company’s Rules and regulations shall still apply to Customers under the CAP Program.

Rules and Regulations:

If, at any time during CAP program participation a Customer’s family size or income changes, it is the Customer’s responsibility to notify the Company’s authorized agency about the change. Resulting changes in discount levels will be applied on a prospective basis only.

Customers participating in the CAP program will be required to recertify their eligibility, at a minimum, every two years.

If a Customer no longer satisfies the criteria set forth under Availability, the Customer will no longer be eligible to receive service under the CAP Program.

**SCHEDULE OF RATES**

**CUSTOMER ASSISTANCE PROGRAM (CAP) RIDER**  
**ALL RATE ZONES FOR QUALIFYING RESIDENTIAL CUSTOMERS (Continued)**

(C)

Upon program enrollment, the CAP participant's arrearage balance will be frozen. For each timely payment of the current monthly bill paid by the CAP participant, a \$25 credit will be applied toward the outstanding arrearage balance.

Failure to make timely payments will result in the Company returning the participant to the normal collection cycle and may lead to termination of service. To avoid termination, the participant must pay the amount set forth in the termination notice prior to the scheduled termination date.

CAP participants at or below 200% of the FPL, whose service is in threat of termination or has been terminated, are eligible for leak repair assistance free of charge to said customer up to a value of \$1,500 per calendar year. This leak repair assistance is limited to exposed internal lines, service line leakages from the curb box to the face of the customer's home, and minor plumbing repairs to toilets. Leak assistance will be subject to funding availability.

**RULES AND REGULATIONS INDEX**

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**DEFINITIONS**

Amortization Agreement: A mutually satisfactory written agreement whereby a customer, who admits liability for billed service, is permitted to amortize or pay the unpaid balance of the account in one or more payments over a reasonable period of time.

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Annual Line Extension Cost. The sum of a utility's additional annual operating and maintenance costs, debt costs and depreciation charges associated with the construction, operation and maintenance of the line extension. For Non-Bona Fide customers, equity costs are included.

Annual Revenue. (as related to line extensions). The utility's expected additional annual revenue from the line extension based on the utility's currently effective tariff rates and on the average annual usage of customers similar in nature and size and/or class.

Applicant. Any person seeking to contract for utility service, other than a transfer of service from a residence or dwelling within the Company's service area; or to reinstitute service more than 60 days following a termination or discontinuance of service.

"Backflow Preventer". A device designed to prevent a potential backflow of contaminants from the customer's activities or property into the Company's distribution system.

Billing Period. A billing period may be monthly as provided in the Company's tariff.

C

Bona Fide Service Applicant. A person or entity applying for water service to an existing or proposed structure within the utility's service 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 (see also Non-Bona Fide Service Applicant).

Commercial Service/Public Authority Service. Service supplied to multiple residences that are served through a single meter with two or more units, public entities, governmental entities (other than sales for resale), municipal entities, private institutions, and businesses such as, but not limited to: car washes, hotels, offices, retail and wholesale establishments, laundries, churches, schools, private education institutions, hospitals, nursing homes, restaurants, golf courses, nurseries, etc.

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Commission: The Pennsylvania Public Utility Commission.

Company. Veolia Water Pennsylvania Inc.

Company Service Line. The connection between the Company's distribution main and the inlet connection of the customer's service line at the curb or property line.

Customer. A Customer shall mean a customer of record, or end user, or both, contracting for a supply of water.

Customer's Service Line. The service line extending from the curb, property line or utility connection to provide domestic or fire service.

"Curb Box". A cylindrical device with a lid which is normally placed by the curb affording access to the curb stop. Normally, this device is initially installed by the Company, but may be subject to having its condition or position adjusted by natural forces or the work of the developer or a plumber. Accordingly, it is the responsibility of the customer to maintain the curb box in a safe condition, or to notify the Company in writing to make the necessary repairs or relocation to the curb box or curb box lid.

"Curb Stop". A device owned, installed, maintained and controlled exclusively by the Company that can be turned to an open or closed position for the purpose of controlling the supply of water to the service property.

Cross Connection. A cross-connection is any pipe, valve or other physical connection, or other arrangement or device connecting the pipelines of the Company, or facilities directly or indirectly connected therewith, to and with pipes or fixtures by which any contamination might be admitted or drawn from lines other than the Company's into the distribution system of the Company, or into lines connected therewith.

Debt Cost (as related to line extensions). The utility's additional annual cost of debt associated with financing the line extension investment based on the utility's current debt ratio and weighted long-term debt cost rate.

Delinquent Account. Charges for utility service which have not been paid in full by the due date stated on the bill or otherwise agreed upon; provided that an account shall not be deemed delinquent if prior to the due date a Payment agreement with the Company has been entered into by the customer or an informal or formal complaint is timely filed with, and is pending before, the Commission.

Depreciation Charges (as related to line extensions). The utility's additional annual depreciation charges associated with the specific line extension investment to be made based on the current depreciation accrual rates.

Dwelling. A house, apartment, or single meter multi-unit structure being supplied with residential service.

Emergency. An unforeseen combination of circumstances requiring temporary discontinuance of service in order to effect repairs or maintenance, or to eliminate an imminent threat to life, health, safety or property.

ERC (Equivalent Residential Customer). The total amount of revenue received from the residential class customers, divided by the total number of residential customers for the same calendar year.

Industrial Service. Service supplied to manufacturing or processing establishments such as factories, refineries, bottling plants, and food processing plants.

Line Extension. An addition to the utility's main line which is necessary to serve the premises of a customer.

Main. The pipe of the public utility system, excluding service connections, located in a public highway, street, alley or private right-of-way which pipe is used in transporting water.

Meter Pit. A Company specified meter tile, meter setter with backflow preventer, frame, and lid assembly for meter's 2" and smaller used for domestic service or combination fire/domestic service.

Meter Vault. A Company specified pre-cast concrete vault assembly for domestic services larger than 2", fire services larger than 1", and combination fire/domestic services larger than 1". Complete assembly includes meter and backflow preventer.

Non-Bona Fide Service Applicant. An applicant shall be deemed a Non-Bona Fide Service Applicant if:

- (i) Applicant is requesting water service to a building lot, subdivision or a secondary residence;
- (ii) The request for service is part of a plan for development of a residential dwelling or subdivision;
- (iii) The applicant is requesting special utility service.

Occupant. Any person, business or corporation who resides in the premises to which utility service is provided.

Operating and Maintenance Costs. (as related to bona fide line extension). The utility's average annual operating and maintenance cost associated with serving an additional customer, including customer accounting, billing, collections, water purchased, power purchased, 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, such as line flushing.

Payment Agreement. A mutually satisfactory agreement whereby a customer who admits liability for billed service, is permitted to amortize or pay the unpaid balance of the account in one or more payments over a reasonable period of time typically not to exceed the time period it took to accumulate the bill.

Physician. An individual licensed under the laws of this Commonwealth to engage in the practice of medicine and surgery in all of its branches within the scope of the act of June 3, 1911 (P.L. 639) relating to medicine and surgery as amended, or in the practice of osteopathy or osteopathic surgery within the scope of the act of March 19, 1909 (No. 29) as amended.

Premises or Affected Premises. Unless otherwise indicated, the building where service is provided.

C

Private Hydrant. A privately owned hydrant not available to protect the general public. In all cases, the hydrant would be located on private property. If the hydrant is connected to a private main, each hydrant will be billed at the private hydrant rate unless hydrant is connected to a private fire service line which the customer is being billed via a master meter.

Public Hydrant. A Company-owned fire hydrant that is available for use to protect the general public and is paid for by a municipal government. The hydrant is typically located along a public road, street or highway.

Remote Meter. A device that transmits readings from a meter.

Residential Service. Service supplied to a dwelling, including service provided to a commercial establishment if concurrent service is provided to a residential premise attached thereto. Residential service as it pertains to line extensions can be further defined as single family dwellings, multi-family, and townhouses serving less than two dwelling units.

Special Utility Service. Residential or business service which exceeds that required for ordinary residential purposes. Special utility service may include, but not be limited to, installation of facilities such as, additional mains, oversized mains, booster pumps and storage tanks as necessary to provide adequate flows or to meet required pressure criteria, and service to large water consuming commercial and industrial facilities.

Temporary Service. A water service connection which, at the time of application, is anticipated to be in service for less than a 12-month period. Temporary service shall include any meter installed to a hydrant.

Termination of Service. Cessation of service, whether temporary or permanent, without the consent of the customer.

Veolia Cares Program. The Company's payment assistance program.

C

## **RULES AND REGULATIONS**

### **APPLICATION FOR SERVICE:**

#### 1. GENERAL PROVISIONS:

- (a) The application and these rules and regulations constitute the contract between the customer and the Company and each customer, by the taking of water, agrees to be bound thereby. The use of water by a customer shall be in accordance with the class, scope and type of use, and for the purpose stated in the customer's application and service contract.
- (b) Service connection will be made, and the prospective customer (or a properly authorized agent) will be furnished water upon written application on a form prepared by the Company for this purpose and after approval of such application by the Company. The application for service shall state clearly the class, scope and type of use to be made of the service, as well as the purpose for which it will be used. Service shall only be furnished after a meter has been properly installed by the Company. In a Company approved meter pit/vault.
- (c) Before an application for service shall be accepted by the Company, the Company shall determine that a water main does exist in the public street area or on a private right-of-way along or through the property to be served, and that said water main must extend across the total frontage of the deeded property.
- (d) When an extension to serve a bona fide service applicant is required or requested, such extension will be made under the terms of a "Water Main Extension Agreement for a Bona Fide Service Applicant", as hereinafter set forth. An extension to a Non-Bona Fide Service Applicant will be made under a "Water Main Extension Agreement for a Non-Bona Fide Service Applicant". The Company shall have the exclusive right to determine the type and size of mains to be installed and the other facilities required to render adequate service.
- (e) Should it be necessary, in the Company's opinion, to extend the new main or any other main in order to connect to an existing main(s) to provide more adequate and reliable service to the applicant, this additional extension shall be part of the total main extension. All estimate or actual cost figures referred to in the "Water Main Extension Agreement for a Bona Fide Service Applicant" and the "Water Main Extension Agreement for a Non-Bona Fide Service Applicant" shall include an allowance for Company overhead costs. The main extension shall conform to the requirements of the Department of Environmental Protection which concern sanitation and potability of water. Pipe diameter of less than eight (8) inches on a main extension which is part of a fire flow grid and six (6) inches on a main extension which is not a part of a fire flow grid shall not be installed except in cul-de-sacs or dead-end streets not longer than two hundred fifty feet. Water mains shall be looped to existing mains when practicable and consistent with acceptable engineering practices to provide reliability and maintain quality of service. All water main installations shall as a minimum requirement conform to the standards of design set forth in 52 Pa. Code § 65.17.

- (f) As used in Rule (d), above "bona fide prospective customer" and the "non-bona fide customer" shall mean any owner or lessee who is or will be the occupant of an existing developed premise having a curb line abutting on that part of a street or public highway in which there is, or is to be located a distribution main of the Company, who shall file a signed application for a new customer service line to such premises and for water service to begin immediately following installation of the customer service line.
- (g) The Customer service line shall be placed four feet below the final graded surface of the ground. All service lines from the curb to the meter shall be approved by the Company as to size, kind of pipe and installation, and shall be installed and kept in good repair by the customer at their expense. A Company specified meter pit shall be installed on the customers property within five feet of the curb stop.
- (h) A customer service line supplying a premise shall not pass through or across any premises or property other than that to be supplied, and no water pipes or plumbing in any premises shall be extended therefrom to adjacent or other premises. A customer service line shall not be connected to hydrant branch lines and it will not be permitted to cross intervening properties even with the protection of easements, unless approved by the Company. Only Customers owning property in fee which directly abuts a street wherein there is an existing main of the Company will be permitted to attach a customer service line to the Company's main for the purpose of receiving water service therefrom. It is understood that such property owned in fee by said prospective Customer shall be a complete standard building lot which complies with the existing zoning laws and regulations of the municipality in which such property is located. It is further understood that if such property owned in fee by a Customer is subsequently sold, the purchaser of such property will be entitled to receive water service upon compliance with all of the provisions of this tariff, but that the seller of such property shall only be entitled to continue to receive service if such seller complies with all of the provisions of this tariff.
- (i) A new application either written, faxed, via phone or via the internet must be made to, and approved by, the Company upon any change in the identity of the customer at a property or in the service as described in the application, and the Company may discontinue the water supply until such new application has been made and approved.
- (j) The Company, in its discretion, and with the agreement of the applicant, may enter into a Main Extension Agreement with alternative terms and conditions for funding of extensions if the Company concludes that the extension will provide a reasonable return or otherwise is in the long term interest of its customers.
- (k) These provisions shall not be construed to apply to an extension, or portion thereof, undertaken for general system improvement or to connect any water company or municipally owned system acquired by the Company to the Company's distribution system.

- (l) The Company or a Company approved Contractor will make all connections to its mains and furnish, install and maintain the Company's service lines from the main to and including the curb stop, which under normal circumstances will be placed inside the curb-line. The Company's service line will be the property of the Company and under its control. The point of delivery and sale for any water service furnished to the Customer shall be at the curb stop.
- (m) The maximum Company investment per Company service line shall be as follows:

<u>Size of Service</u>	<u>Maximum Investment</u>
1 ½ inches in diameter or less	\$2,000
Greater than 1 ½ inches but not to exceed four inches	\$4,000
Greater than 4 inches	\$6,000

The cost of any Company service line in excess of the applicable maximum Company investment shall be paid by the Customer, plus all applicable taxes including income taxes occasioned by the contract. Any amount paid by Customer shall not be subject to refund. The Company may require payment of the estimated amount of such excess cost in advance of the installation and will make a partial repayment to the extent the actual cost is determined to be less than the estimate.

Whenever it is necessary to install a service line in advance of the date on which the premises are occupied and a meter is set, the customer may be required to pay in advance the amount which exceeds the maximum Company investment listed above.

- n) The Company may reject applications for service for the following reasons:
- (a) Where such service is not available.
  - (b) Where such service might adversely affect the safety or adequacy of service furnished other customers present or prospective.
  - (c) When the applicant's piping installation is not in accordance with the Company's standard terms and conditions or any applicable plumbing codes.
  - (d) Where the applicant refuses to agree to comply with the Company's standard terms and conditions.
  - (e) When any valid bill to the applicant for water and/or wastewater service furnished at any previous or present location remains outstanding. However, the Company will accept applications in such situations if the customer agrees to a reasonable payment arrangement as agreed upon between customer and the Company.

C

**Water Main Extension for a Bona Fide Customer**

1. Upon written request, the Company shall extend existing distribution mains for a bona fide service applicant commencing immediately upon installation of the customer service line consistent with the following:
2. A line extension to a bona fide service applicant shall be funded without a Customer Advance where the actual cost of the line extension equals or is less than the Company funded costs.
3. When the cost of the main extension exceeds the Company contribution, then such extension shall be made according to the terms of an Extension Deposit Agreement for Bona Fide Service Applicant. The Company's investment for the line extension shall be the portion of the total construction costs which equal the Company's investment as per paragraph (4) below. The Customer Advance amount shall be the difference of the total construction costs less the Company's investment for the line extension.
4. The Company's investment for the line extension shall be based on the following formula, where X equals the utility's investment attributed to each bona fide applicant:  
  

X	=	[AR - OM] divided by [I + D]; and
AR	=	the Company's estimated annual revenue from the applicant
OM	=	the Company's annual operating and maintenance cost for the line extension
I	=	the Company's current debt ratio multiplied by the Company's weighted long term debt cost rate.
D	=	the Company's current depreciation accrual rate.
5. Two or more bona fide service applicants may join in a request for a line extension and water service. The AR and OM components of the above formula will be adjusted to reflect the number of applicants. Joint requests may include only bona fide service applicants subject to this rule.
6. The Company shall require a bona fide service applicant to pay, prior to work commencing, a reasonable charge for service lines and equipment installed on private property for the exclusive use of the applicant.
7. When the main extension cost exceeds the Company contribution and the main extension physically passes through, or in front of, property not owned by the bona fide applicant, some or all of the remaining customer advanced main extension costs may be refundable to the applicant based on the following:

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- A. Refunds on Main Extensions for Residential Class Customers for Main Extensions for Residential Class Customers. For each metered connection made during a ten (10) year period from the date of the agreement, the Bona Fide Service applicant will be entitled to a refund.
- B. Refunds on Main Extensions for Structures other than Residential Customers. For each metered connection made during the ten (10) year period from the date of the agreement, the applicant will have an option to receive a refund in one of the two (2) following methods. The method set forth in the sub-paragraph (i) above and based on the average usage of similar usage customers, or the actual annual revenue received from the non-residential customer for the prior year, by the Company. When an option is selected, all metered connections to the main will be subject to the same refund formula for the remaining life of the agreement.
- C. In no case shall the bona fide applicant receive further refunds which exceed the amount originally deposited.

**Financing of Customer Advance for Bona Fide Service Applicant:**

1. If a Customer Advance is required from a bona fide service applicant for a line extension and the applicant is unable to advance the entire amount due, the Company shall do one of the following:
  - A. After the deposit of one third of the Advance, allow the applicant to pay the remainder of the Customer Advance in equal monthly payments over a period of 36 months or less with the Company recovering financing costs equal to the Company's weighted cost of long term debt at the time of the loan; or
  - B. Provide information to the applicant on financial institutions that may offer financing to the applicant for the line extension.

**Water Main Extension for a Non-Bona Fide Customer:**

1. A Non-Bona Fide Service Applicant who requests a line extension shall execute a Water Main Extension Agreement for a Non-Bona Fide Customer. The cost of such water main extension shall be estimated by the Company and shown in the Preliminary Memorandum. A Master Agreement may be executed for extensions that 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 Non-Bona Fide Service Applicant. The company's construction overhead costs which relate to its administrative, engineering and inspection expenses will be expressed as a percentage of the total construction costs. The construction overhead percentage rate is applied to the applicant'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. The Preliminary Memorandum shall include any applicable taxes.

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3. In addition, if service to the applicant requires the use of facilities that were financed by a previous Customer Advance, which has not been fully refunded, the Company, at its discretion, may require the applicant to deposit an additional amount as a Customer Advance to finance a reasonable portion of such previously constructed facilities. Any additional amount so advanced shall be paid, as a refund, to the other applicant that previously financed such facilities.
4. The Non-Bona Fide Service Applicant shall be required to install the water main, service lines and appurtenances through a pre-qualified contractor retained by the applicant and to pay all costs related thereto. The Company shall supply the applicant 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 Non-Bona Fide Service Applicant will retain financial responsibility for the installation of mains, services and appurtenances as specified.
5. All construction costs, whether initially incurred by the applicant or the Company, related to the main extension shall be the responsibility of the Non-Bona Fide Service Applicant.
6. Mains, services and appurtenance installation work shall be performed in accordance with the specifications and conditions of the Company.
7. All costs of materials, installations, permits, engineering, franchise applications, legal fees, inspections and the company's construction overhead costs required to serve the Non-Bona Fide Service Applicant's property shall be the responsibility of the Non-Bona Fide Service Applicant. The Non-Bona Fide Service Applicant shall contract directly with a pre-qualified contractor, recognized and approved by the Company, for all mains, service lines and appurtenances required to serve the project.
8. Any construction involving existing facilities of the Company, including but not limited to relocation of existing facilities and connections of mains or services with existing facilities shall be the responsibility of the Non-Bona Fide Service Applicant. According to good engineering practices, the company has the right to require the relocation of any of its existing facilities contained within a right of way that transverses the applicant's project. The cost of relocating such facilities shall be the responsibility of the Non-Bona Fide Service Applicant.
9. The Non-Bona Fide Service Applicant's estimate of the cost of construction must be acceptable to the Company. Estimates which appear to be inaccurate may be rejected by the Company.
10. The Non-Bona Fide Service Applicant 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 shall apply for the permits.
11. All construction shall be subject to inspection by Company personnel. No trenches shall be backfilled prior to approval from company inspectors.

12. The Non-Bona Fide Service Applicant shall supply the company with an “as built” set of plans for the construction project certified by either a professional engineer or surveyor. This “as built” set of plans shall be created on the version of AUTO CAD which is compatible with the Company’s version of the AUTO CAD. The plans shall be submitted electronically in a format readable by the Company. The plans shall contain coordinate geometry of the property or development roadways and/or lot layout, lot numbers, street addresses, street names, section township and range information and locations of all mains, pipelines, service lines and valves referenced from a fixed point, i.e. property corners and centerline of roadway intersections located by a registered surveyor or Engineer. GPS coordinates for all hydrants, valves blow offs and curb stops must be provided as specified in the most current version of the Company’s standard specification for main installation. Roadway stations are not acceptable for “as built” information. The properties of entities cannot be changed. The Non-Bona Fide Service applicant’s Engineer of Record shall provide a letter certifying the “as built” information to be correct. A scanned reproduction will not be accepted as an original electronic file.
13. The Company, in its sole discretion, will not accept ownership of the mains or services or provide water service to any metered connection therefrom until the Company determines: (1) that all construction related to installation of mains and services is properly completed, (2) that the facilities are acceptable for public service, (3) that all company costs have been paid, (4) that a proper accounting of the construction costs has been provided to the Company, (5) that the Company has received the “as built” plans as specified in Paragraph 12 above, (6) the bill of sale and (7) the maintenance bond
14. Following completion of the construction of facilities, ownership of all mains, services and appurtenances shall be transferred to the Company, at no cost to the Company and free and clear of any liens.
15. At the time of transfer of ownership of the facilities to the Company, the Company shall be provided, at no cost to the Company, appropriate rights of way to provide future access for repair, maintenance, replacement or other related reasons.
16. Upon completion of the installation of the extension, a final memorandum shall be prepared and completed by the Non-Bona Fide Service Applicant and signed by both parties showing the actual costs and the Company construction overhead costs.
17. The Non-Bona Fide Service Applicant shall warrant and be responsible for all maintenance of facilities constructed by the Non-Bona Fide Service Applicant 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 material and workmanship, which are discovered or arise within the warranty period of no less than two (2) years period following the transfer of ownership of the facilities to the company. As security for the Non-Bona Fide Service Applicant’s performance of its representation and warranty, simultaneously with the conveyance of the facilities to the Company, the Non-Bona Fide Service Applicant shall deliver to the Company an executed contract bond in form and substance satisfactory to the Company in the amount of twenty five percent (25%) of the total cost of the extension. The contract 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 a contract bond for a surety company, must

file with such bond a certified copy of his power of attorney authorizing him to do so. Subject to the approval of the Company, the Non-Bona Fide Service Applicant may elect to deliver to the Company a contract bond in compliance with all requirements herein and in a form acceptable to the Company, from the Non-Bona Fide Service Applicant's contractors as the principal with the Non-Bona Fide service Applicant and the Company as co-obligees. The contract bond shall remain in force for no less than two (2) years following the date of the transfer of ownership of the facilities to the Company, as defined herein. Once the Company is aware of a defect in the facilities, the Non-Bona Fide Service Applicant will be notified of the defect within ten (10) days. If the Non-Bona Fide Service Applicant fails to make or commence timely repairs or replacements of any defects in the facilities discovered or arising within said warranty period, the Non-Bona Fide Service Applicant or his surety shall be liable to the Company for all costs arising therefrom. All documents referred to in or required by this paragraph shall be a form acceptable to the Company.

18. The Company shall pay refunds to the Non-Bona Fide service applicant only in the manner and in the amounts provided below. A refund will be paid for each metered connection that is made to the main extension within the period of ten (10) years from the date of the agreement. Any unrefunded portion of the construction costs shall be considered to be contributed to the Company. In no event shall there be refunded more than the full amount of construction costs transferred to the Company.

- (i) Refunds on Main Extensions for Residential Class. For each metered bona fide customer connection made during a ten (10) year period from the date of the agreement, the applicant will be entitled to a refund in the following manner. For the first three (3) years of the ten year agreement, such applicant will receive two (2) times the prior years average annual revenue received by the Company for a similar class residential customer. During the remaining seven (7) years of the agreement the applicant will receive one (1) times the average annual revenue received by the Company for a similar class residential customer. Residential Class Customers are based on an ERC (Equivalent Residential Customer). An ERC is the total amount of revenue received from the residential class customers, divided by the total number of residential customers. A single family residential home is considered as 100% of a ERC. Individually metered Townhomes, Duplexes and Condominiums are given credit for 70 %ERC. Individually metered apartment houses are given credit for 50 % ERC.
- (ii) Refunds on Main Extensions for Structures other than Residential Customers, excluding apartments. For each metered connection made during the ten (10) year period from the date of the agreement, the applicant will have an option to receive a refund in one of the two (2) following methods. The method set forth in the sub-paragraph (i) above and based on the average usage of similar usage customers, or the same method based on the actual annual revenue received from the non-residential customer for the prior year. When an option is selected, all metered connections to the main will be subject to the same refund formula for the remaining life of the agreement.

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**Water Main Extension Agreement for a Bona Fide Customer**

C.E.A. No. \_\_\_\_\_

This agreement entered into this \_\_\_\_ day of (month), (year), by and between Veolia Water Pennsylvania Inc., a Pennsylvania Corporation, (hereinafter called the “Company”) and \_\_\_\_\_, a Bona Fide Service Applicant, (herein after called the “Applicant”).

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WHEREAS, the Applicant wishes to receive water service from the Company at the foregoing location;

WHEREAS, an adequate water distribution main does not presently abut the location in question such that a service connection cannot be made to serve such property in accordance with the Company’s Rules and Regulations;

WHEREAS, the Applicant has executed a Service Application, the terms and conditions of which are hereby incorporated by reference; and

WHEREAS, the Company is willing to extend its distribution system to provide water service to the Applicant at the requested location, subject to the following terms and conditions.

THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby the parties hereto agree as follows:

1. The Company shall install the main extension and/or other facilities as shown on the diagram attached to this Agreement and described below:
2. The Applicant shall pay to the Company a Customer Advance (or Contribution) as described in the rules of a Bona Fide Service Applicant Line Extension.
3. The Applicant agrees to connect to and take continuous service from the installed water main within 30 days after the water main extension is in service.
4. All of the facilities, with the exception of the service line on private property, installed pursuant to this agreement shall be owned and maintained by the Company.
5. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

Executed by the parties hereto on the date first above written.

Bona Fide Service Applicant:

Veolia Water Pennsylvania Inc.

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\_\_\_\_\_

BY \_\_\_\_\_

**Water Main Extension Agreement for a Non-Bona Fide Customer**

C.E.A. No. \_\_\_\_\_

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_ (MONTH)\_\_\_\_, (YEAR) by and between \_\_\_\_\_ (hereinafter called the "APPLICANT"), and Veolia Water Pennsylvania Inc., a Pennsylvania Corporation, (hereinafter called The "COMPANY").

WHEREAS, the Applicant has requested the Company to extend its water mains to service areas or property, the dimensions and locations of which do fully and accurately appear on a certain plan attached to this agreement, made a part hereof and marked Exhibit "A"; and

WHEREAS, Company has determined that the potential revenues from such extension are such as to make it economically unfeasible for the Company to assume all of the initial cost; and

WHEREAS, the Applicant is willing and desires to assist in the installation of such extension and desires initially to bear the cost thereof, and the Company is willing to reimburse the Applicant for the cost of said extension to the extent and in the manner hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION OF THESE PRESENTS, the parties, intending to be legally bound hereby, mutually promise, covenant and agree as follows:

First: Prior to the execution of this Agreement, the Applicant hereby agrees to give to the Company, a written estimated cost for the water main extension including mains, services, public fire hydrants and other appurtenances. In addition, the applicant hereby agrees to deposit with the Company an amount in cash equal to the company's construction overhead percentage rate of the total estimated cost of the water main extension and any additional facilities. The Applicant also hereby agrees that the installation and materials selected for the extension shall conform to the Company's specifications.

(1) The Estimated Cost shall be the estimated cost of the extension, including the mains, services, public fire hydrants and the estimated cost of any other facilities which the Company shall have decided are required to render adequate service. Costs for additional facilities, such as booster pumps, storage tanks and the like are Contributions in Aid of Construction which shall not be subject to refund.

(2) The Per Customer Refund Amount shall be for each additional permanent customer for whom a metered service connection shall be directly attached to applicant's main extension. Except that no refund shall be paid with respect to the attachment of an applicant if the applicant is a bona fide service applicant. The amount of the Per-customer Refund shall be determined as follows:

- a. For attachments and connections made during the first three years following the date of the Agreement, the refunds will be equal to two (2) times the first year's calculated average annual revenue received from each residential customer, or the calculated annual revenue of that customer's class. The residential revenue shall be calculated on the average annual revenue for residential customers. Townhouses, apartments, and other multifamily customers may be refunded based on their first year's actual revenue or calculated based on their ERC.

- b. For attachments made during the fourth and subsequent years following the date of the Agreement, the refund shall be equal to the first year's annual revenue of that customer as explained in (a.) above.
- c. Prior to the execution of this Agreement, a Preliminary Memorandum in the form attached to this agreement shall be prepared by the Applicant and signed by both parties showing the estimated cost and deposit required in accordance with the foregoing provisions. Upon completion of the installation of the extension, a Final Memorandum in the form attached to this agreement shall be prepared by the Applicant and signed by both parties showing the actual cost and the company's construction overhead costs on the same calculation as set forth above but by using the actual cost of the extension including the mains, services, fire hydrants and other appurtenances. If the required company's actual construction overhead costs shown to be due on the final memorandum differs from the estimated construction overhead costs shown on the Preliminary Memorandum, then the construction overhead costs will be adjusted. The Applicant will deposit any additional amount shown to be due, without interest within 30 days of notification of said adjustment, or the company will refund to the applicant any excess amount shown to have been deposited without interest, it being the intent of this agreement that the company's construction overhead costs shall be based on actual installation costs. Failure to make any such additional deposit may result in water service being refused or discontinued subject to Pennsylvania public utility commission regulations.

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Second: The Applicant, upon receipt of the signed agreement and the Company approved estimated amount for the water main extension, will begin the installation of the water main extension, together with the necessary valves, service lines, fire hydrants, fittings and other appurtenances, all to be installed by a Contractor approved by the Company at locations and places more fully and completely described on attached Exhibit "A".

Third: The Company agrees that the above water main extension shall be as described in the attached Exhibit "A". The customer's service lines shall be of such sizes and in such locations as shall be agreed to by the Company and shall terminate immediately inside the curb line or at the limits of private rights-of-way.

Fourth: The Applicant covenants and agrees that the Applicant will indemnify the Company against any and all loss or damage which the Company may suffer as a result of any damage to its water mains, service lines, or fire hydrants by the Applicant, Applicant's employees, agents, servants, workmen or any contractors or subcontractors employed by the Applicant: (a) in the development of and construction upon the lots or properties abutting upon the streets or rights-of-way in which water mains are to be constructed pursuant to this agreement; or, (b) in the construction and surfacing of any of the streets in which water mains are to be installed pursuant to this agreement.

Fifth: The Applicant covenants and agrees that the Applicant will secure, at Applicant's sole cost and expense, the approval (if any be required) of the proper regulatory governmental body having jurisdiction thereof as to the established subgrades of the streets or rights-of-way in which water mains are to be installed pursuant to this agreement.

Sixth: Applicant will grant to the Company an irrevocable easement, at no cost to Company, for the maintenance, operation, repair and replacement of said main extension, services, fire hydrants and appurtenances within the limits of any existing or proposed street, avenue, roadway, private property or easement area, together with right of ingress and egress thereto, in a form satisfactory to the Company and duly executed and acknowledged in proper form for recording.

Seventh: It is further understood and agreed by and between the parties hereto that the Applicant's agreement to construct the said extension is subject to the Applicant obtaining all necessary consents, orders, permits and approvals of public officers or public bodies having jurisdiction over or lawful interest in any of the subject matters herein. In the event that the Applicant, after prompt application and diligent effort is unable to obtain any necessary consent, order, permit or approval as aforesaid, or in the event that the Applicant is enjoined or prevented by lawful action of any such public officer or official body from constructing the said extension, the Company's sole obligation will be to repay the Applicant the amount advanced for the Company's construction overhead costs less the cost which is incurred by the Company in conjunction with the main extension and appurtenances which are the subject of this Agreement.

Eighth: Applicant agrees that before the commencement of work, the Applicant will clearly mark upon the ground by means of stakes or in some other equally positive manner the exact lines and grades to which the street, highway, or land in which the said water pipes are to be laid is to be finally built and that he will grade the said street, highway, or land so that it will be at all points within less than one (1') foot of the above finished grades before the work of installing the said water pipes. The Company, however, shall not permit the Applicant's contractor to lay pipes according to lines or grades of which the Company does not approve. And it is agreed that any time, prior to the dedication and acceptance as a public street or highway by the governing body of any street or highway under which water mains are laid in conformity with this agreement it shall become necessary to change or move the said pipes or their appurtenances by reason of any change or alteration in the lines or grades of the street, highway, or land in which they are laid, then the expense of such change or moving of said pipes and their appurtenances, and any other expense incidental thereto, shall be borne by Applicant. And its also agreed that the applicant shall supply the company with an accurate "as built" set of plans for the construction project certified by a professional engineer or professional surveyor. The As-built plans must clearly show all fittings, valves, bends, hydrants, blow off assemblies, and service lines and include GPS coordinates as specified in the latest version of the Company's general information and standard specifications for the installation of water main and services. All appurtenances must be located using station numbers and or electronically coordinates referenced to a point established by a registered surveyor or engineer. Roadway stations are not acceptable for as built information. The final As-Built plan must be supplied to the Company in an acceptable format (currently AutoCad.dwg). A letter from the applicant's Engineer of Record certifying that the As-Built information is correct must accompany the electronic submission before the Company approves the As-Built.

Ninth: It is agreed by Applicant that the Applicant will not build at any time hereafter on, in, or over the said easement any structure, the construction or presence of which will endanger or render ineffective or difficult of access the water pipes or appurtenances of the Company, or lay other pipes or conduits within four (4') feet or ten (10) feet in the case of sewer mains measured horizontally, from the said water pipe except pipes crossing same at right angles in which latter case a minimum distance of eighteen (18") inches shall be maintained between the pipes. No excavation or blasting shall be carried on which in any way endangers the said water

pipes. Provided, however, that should the Applicant wish to do so it may, at its own expense, provide a new location acceptable to the Company for the said water pipes and the Applicant's contractor will then move said water pipes and appurtenances to said new location, and the whole cost of such moving and altering and any expense incident thereto, shall be borne by the Applicant.

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Tenth: After acceptance by the Company, the water main extension as hereinbefore described with the necessary valves, connections, fittings and other appurtenances shall be the property of the Company and no charge or lien upon them shall arise as a result of the refund agreement set forth in Paragraph Twelfth hereof. The Company shall also have the right, by virtue of its ownership of said extensions, to make any additions to or extensions to said extension in its sole and absolute discretion.

Eleventh: Upon the completion of the aforesaid water main extension the Company, upon proper application shall provide water service to customers located along said extension in accordance with the rules and regulations of its published tariff.

Twelfth: The Company hereby agrees to refund to the Applicant during the period of ten (10) years from actual date of the agreement a per-customer refund amount for each additional Non-Bona Fide Customer for whom a service connection shall be directly attached to such main extension, as distinguished from main extensions thereof; provided however, that the total amount refunded shall not exceed the total actual cost, and that all or any part of the deposit not refunded within said 10 year period shall be considered a contribution to the Company.

Thirteenth: It is agreed between the parties hereto that the Applicant shall execute this agreement within thirty (30) days from the date upon which this agreement is transmitted to the Applicant and that upon the failure of the Applicant to execute within the time mentioned, this agreement shall be void at the option of the Company.

Fourteenth: This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties, however, it is understood and agreed between the parties hereto that the right to receive payment of refunds under the terms hereof shall be personal to the Applicant and the same shall not be assigned either as collateral security or otherwise.

IN WITNESS WHEREOF, the Applicant has hereunto set his hand and seal and the Company upon proper authority of its Board of Directors has caused this agreement to be executed by its Vice President, all on the day and year first above written.

ATTEST:

APPLICANT:

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

VEOLIA WATER PENNSYLVANIA INC.:

C

\_\_\_\_\_

\_\_\_\_\_

Vice President

**PRELIMINARY MEMORANDUM**

This Preliminary Memorandum is executed by the parties hereto under and pursuant to the provisions of Paragraph First of a certain agreement in writing between the parties entered into on the \_\_\_ day of (month), (year) for the installation by the Applicant of a certain water main(s) therein described. It is, therefore, agreed and stipulated:

	Refundable	Non-Refundable
(a) Estimated Cost Main(s)	\$ _____	\$ _____
(b) Estimated Cost of Fire Hydrants	\$ _____	\$ _____
(c) Estimated Cost of Services	\$ _____	\$ _____
(d) Estimated Cost of Other Facilities	\$ _____	\$ _____
(e) Subtotal	\$ _____	\$ _____
(f) Estimated Company Construction Overhead	\$ _____	\$ _____
(g) Total	\$ _____	\$ _____

This Preliminary Memorandum shall be attached to the original agreement in accordance with the provisions of Paragraph First thereof.

Dated:

WITNESS:

VEOLIA WATER PENNSYLVANIA INC.:

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\_\_\_\_\_

\_\_\_\_\_

Vice President

WITNESS:

APPLICANT:

\_\_\_\_\_

\_\_\_\_\_

**FINAL MEMORANDUM**

This Final Memorandum is executed by the parties hereto under and pursuant to the provisions of Paragraph First of a certain agreement in writing between the parties entered into on the \_\_\_ day of \_\_\_(month)\_\_\_, (year) for the installation by the Applicant of a certain water main(s) therein described. It is, therefore, agreed and stipulated:

	Refundable	Non-Refundable
(a) Actual Cost Main(s)	\$ _____	\$ _____
(b) Actual Cost of Fire Hydrants	\$ _____	\$ _____
(c) Actual Cost of Services	\$ _____	\$ _____
(d) Actual Cost of Other Facilities	\$ _____	\$ _____
(e) Subtotal Actual Costs	\$ _____	\$ _____
(f) Actual Company Construction Overhead	\$ _____	\$ _____
(g) Total	\$ _____	\$ _____

This Final Memorandum shall be attached to the original agreement in accordance with the provisions of Paragraph First thereof.

Dated:

WITNESS:

VEOLIA WATER PENNSYLVANIA INC.:

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\_\_\_\_\_

\_\_\_\_\_  
 Vice President

WITNESS:

APPLICANT:

\_\_\_\_\_

\_\_\_\_\_





**APPENDIX A**

IWO DC \_\_\_\_\_

AGREEMENT DATED \_\_\_\_\_

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

Regarding the installation of water mains in the plan of \_\_\_\_\_ under Paragraph Sixth of an Agreement dated \_\_\_\_\_ we hereby certify that the subgrades have been established and under Paragraph Ninth that the lines and grade stakes have been installed by our Engineer (Name \_\_\_\_\_), (Phone \_\_\_\_\_), and that the necessary grading of the area for water mains has been completed, and that all other utilities to be installed at a greater depth have been completed. Further, we hereby set forth below any changes in the official approved plan for any unusual or unexpected conditions which would affect the horizontal or vertical locations of the water mains.

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Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

**Appendix B**

ADDENDUM TO REFUNDABLE CONSTRUCTION DEPOSIT AGREEMENT dated between \_\_\_\_\_ and \_\_\_\_\_.

THIS ADDENDUM AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_ by and between \_\_\_\_\_, a public utility corporation of the State of Pennsylvania, having its principal place of business at, "COMPANY" and \_\_\_\_\_ "DEPOSITOR".

WHEREAS, the PENNSYLVANIA PUBLIC UTILITY COMMISSION has not reviewed the COMPANY'S tariff filing at the time of execution of this agreement;

WHEREAS, COMPANY is obligated to abide by the decision and orders of the PENNSYLVANIA PUBLIC UTILITY COMMISSION;

THEREFORE, COMPANY and DEPOSITOR agree as follows:

If the Pennsylvania Public Utility Commission directs the Company to implement accounting treatment other than that provided for in the Refundable Construction Deposit Agreement or this Addendum, DEPOSITOR and COMPANY hereby agree to comply with such order, including appropriate retroactive adjustments to the date of the Commission determination or such date that said determination becomes effective should there be subsequent appeals and orders.

DEPOSITOR

COMPANY

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Vice President

## **RULES AND REGULATIONS**

### **APPLICATION FOR SERVICE**

1. The application and these rules and regulations constitute the contract between the customer and the Company and each customer, by the taking of water, agrees to be bound thereby. The use of water by a customer shall be in accordance with the class, scope and type of use, and for the purpose stated in his application and service contract.

2. Service connection will be made, and water will be furnished upon written application by the prospective customer (or his properly authorized agent), on a form prepared by the Company for this purpose, and after approval of such application by the Company. The application for service shall state clearly the class, scope and type of use to be made of the service, as well as the purpose for which it will be used. Service shall only be furnished after a meter has been properly installed by the Company.

Before an application for service shall be accepted by the Water Company, the Company shall determine that a water main does exist in the public street area or on a private right-of-way along or through the property to be served, and that said water main must extend across the total frontage of the deeded property. In instances where the necessary main does not exist, the applicant shall enter into an agreement with the Company to permit the installation of the necessary main extension, the cost to be paid by the applicant. Where main extensions are required, the design shall conform to standard acceptable engineering practices to provide reasonably adequate and safe service and shall conform to the requirements of the PA Department of Environmental Protection which concern sanitation and potability of water. Pipe diameter of less than six inches shall not be installed except in cul-de-sacs not longer than two hundred fifty feet. Water mains shall be looped to existing mains when practicable and consistent with acceptable engineering practices to provide reliability and maintain quality of service.

All water main installations shall as a minimum requirement conform to the standards of design set forth in Title 52 Chapter 65 Section 65.17.

3. A new application must be made to, and approved by, the Company upon any change in the identity of the contracting customer at a property or in the service as described in the application, and the Company may discontinue the water supply until such new application has been made and approved.

4. Each application for service shall be made in conformity with, and shall state the basis of, rates applicable to customers under the tariff provisions.

### **SERVICE CONNECTION:**

5. The Company will make all connections to its mains and will furnish, install and maintain all service lines from the main to and including the curb stop and box, which shall be placed inside the curb and shall be accessible to and under its control.

6. All service lines from the curb to the meter shall be approved by the Company as to size, kind of pipe and installation, and shall be kept in good repair by the customers at their expense. All such service lines shall be placed at least four feet below the final graded surface of the ground.

7. No service line shall be laid in the same trench or with less than four feet horizontal separation and 18 inches vertical separation from any gas pipe, sewer pipe, buried electric or telephone wires, or any other facility of a public service company or authority; and no line shall be laid within four feet horizontally of any open excavation vault, embankment or ditch.

8. All leaks in service lines from the curb to, and in and upon the premises supplied shall be promptly repaired. On failure to make such repairs, with reasonable dispatch, the Company may turn off the water and it will not be again turned on until repairs are completed. Residential customers will be notified in accordance with Section 56.71 of the consumer standards and billing practices for residential service.

9. Requests for the temporary shut-off or turn-on of service during normal business hours for routine maintenance or service will be honored without charge to the customer. However, such requests for service during other than normal business hours will carry a charge for the Company's costs, as specified in the Company's tariffs.

10. The Company shall, in no event, be responsible for damage done by water escaping from the service line or any other pipe or fixture.

11. A customer shall not use, or allow use of water service through his service facilities for others or for purposes other than those covered by his application. To make service available for other purposes or character of use, a new application and contract is required.

12. No direct connection of pumping equipment for any proposed or cross-connection with any other piping system will be allowed unless approved in writing by the Company.

12A. Company reserves the right to require any customer, owner or tenant to install at their expense as part of a service connection such equipment or material which it deems necessary and as may be acceptable or required from time to time by any regulatory agency or good engineering practices to prevent backflow into the water supply system and minimize or eliminate possible contamination of its water supply system. When such equipment or material is present, Company reserves the right to test same periodically but the customer, owner or tenant shall have the obligation at their expense to provide annual certification to the Company that same has been maintained and tested and is in operating condition to serve the purpose for which it was intended. Failure to comply with this may result in termination of water service.

12B. The Company may refuse to connect with any piping system or furnish water through one already connected if such system is not properly installed or maintained. The Company may also refuse to connect a customer if lead base materials as defined in the Safe Drinking Water Act have been used after January 6, 1991, in any plumbing beyond the Company's curb stop. It shall be the customer's responsibility to provide certification that the materials used to construct the plumbing system are lead free.

**METERS:**

13. All water service will be rendered only through meters Including new private fire services.

14. Each customer shall have a separate service line and meter to measure the amount of water consumed. Meters will typically be installed in a pit at the property line unless conditions prohibit the installation of a pit. Meter pits remain the property of the customer and the customer is required to maintain, at the customer's expense, the pit in good operating and safe condition.

15. All meters shall be furnished, installed and remain the property of the Company. The Company reserves the right to establish the size of meters required by each customer including whether such meter shall be a manual read meter or a meter that can be read via a radio signal. As a condition of providing service and continuing to provide service, the Company shall have the right to install such equipment, connections and wiring in the manner and location it deems appropriate. The equipment necessary to read meters using the designated mode of communication will be installed by the Company and will remain the property of the Company.

16. Any tampering with the meter or meter seals is cause for discontinuance of service, in accordance with Paragraph 29 and subject to a charge of up to \$500 as shown in the Schedule of Miscellaneous Fees And Charges..

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17. Meters will be maintained by the Company for ordinary wear and tear, but the customer shall be responsible to the Company for damage or loss of any meter, meter pit and radio read appurtenances arising out of or caused by the customer's negligence or carelessness or that of his servants, employees, members of his household, or any person upon his premises under or by his consent or sufferance. The customer shall not permit anyone except an agent of the Company or other lawfully authorized person to remove, inspect or repair the Company's meter or other property of the Company on his premises. Any damages accordingly will be repaired or replaced by the Company and the customer shall be billed for all labor and material charges, as specified in the Company's tariffs.

17A. It shall be the customer's responsibility to provide unobstructed access of the remote register or radio reading device. Should the customer desire to fence or otherwise restrict the free access of the remote register, it shall be the customer's responsibility to compensate the Company for all costs incurred in moving the register to an area which is accessible.

18. The Customer shall notify the Company of any damage to, or of any cessation in registration of, the meter as soon as it comes to their knowledge.

**METER SETTING:**

19. When the meter is installed inside the home or building, it shall be the responsibility of the customer to install the meter setting in a safe and readily accessible and protected location in the home or building in accordance with Company plans and specifications. The meter shall be installed at such a point where the customer service line enters the premise foundation wall so as to ensure all water is metered. Said location must be acceptable to the Company as most convenient for examination, reading, maintenance and/or removal of the meter.

20. The Customer shall install a meter pit or vault in accordance with Company plans and specifications. The meter pit or pit or vault shall be placed within the street or highway right-of-way at or just inside the Customer's property line, or at such other location as may be ordered by the Company.

21. The cover and locking device for each outside meter vault or meter box shall conform to a uniform standard established by the Company.

For meters requiring a confined space pit the meter shall have remote reading capability so as to eliminate the need to enter the pit to read the meter.

Meter pit lids shall be set flush with the surrounding surface and shall not have any obstruction overhanging the meter pit, such as shrubbery, porches or steps which would prevent reasonable ease in obtaining a meter reading or installing or replacing the meter.

22. An appropriately specified and sized backflow preventor, as approved by the American Water Works Association, will be installed at the customer's expense on the discharge side of the meter at a point prior to the installation of any branch piping to prevent the backflow of water into the Company's meter. The type of backflow preventor will be determined by the Company and will be based on the customer's usage hazard classification.

In the case of meters two (2") inches and larger, the customer shall provide suitable piping and valves to by-pass the meter in order to provide uninterrupted service during testing and/or changing of the meter. All bypasses shall be fitted with a lockable control valve to prevent unauthorized and unmetered water use during normal periods of service. In the case of an unmetered fire sprinkler system, a double check valve backflow with a detector check shall be installed.

Backflow preventors shall be required for all new services and when feasible for replacement services.

23. A control valve shall be placed by the Customer on the service line on the inlet and outlet sides of the meter. When required, a suitable check valve should be placed by the Customer between the meter and the control valve on the outlet side of the meter. When a check valve, backflow prevention device or pressure reducing valve is installed, the Customer shall install a pressure relief valve and a thermal expansion tank (to be sized and designed by the Customer or his agent) at some convenient point on the house piping to relieve pressure fluctuations and/or excess pressure due to heating water. In accordance with the specifications of the Company, the Customer shall install a pressure reducing valve (PRV), to be set at a pressure not to exceed the applicable limits, as follows: 1) on the domestic service line when the pressure on the Company's distribution system exceeds 100 pounds per square inch (psi); 2) on the fire service line when the pressure exceeds 150 psi; or 3) when required in the discretion of the Company where it is believed that the pressure may exceed either limit. The Customer or his authorized agent shall check with the Company to determine whether a pressure reducing valve is required prior to finalizing the design of the internal plumbing system. In all cases, the pressure-reducing valve must be installed at a location after the inlet control valve and before the meter, but in the case of the domestic service line an additional control valve must be installed between the PRV and the meter.

#### **METER TESTING:**

24. The quantity of water recorded by the meter shall be conclusive for both the customer and the Company, except when the meter has been found to be registering inaccurately or has ceased to register in either of such cases, the meter will be promptly repaired or replaced by the Company and the quantity of water consumed shall be estimated by the average registration of the meter on previous corresponding periods.

25. In case of a dispute bill involving the accuracy of a meter, such meter shall be tested, upon the request of the customer, in conformity with the provisions of the rules and regulations pertaining thereto of the Pennsylvania Public Utility Commission. If the meter so tested is found to have an error in registration of four per cent (4%) or more, the bills will be increased or decreased accordingly as provided by the said rules.

26. Each request for the testing of a meter for accuracy shall be in writing and shall be accompanied by a deposit, the amount of which shall be determined by the size of the meter as set forth in applicable rules and regulations of the Pennsylvania Public Utility Commission. If the meter so tested shall be found to have an error in registration of less than four per cent (4%), the deposit shall be retained by the Company as compensation for such test. If the error in registration is found to be four per cent (4%) or more, then the cost of the test shall be borne by the Company and the amount of the deposit shall be returned to the customer. A report of the test shall be made to the customer.

**BILLING AND PAYMENT STANDARDS:**

27. The Company shall render a bill once every billing period to every customer in accordance with approved rate schedules. Bills rendered will show a due date of twenty (20) days after the date the bill is mailed for residential customers and fifteen (15) days after the date the bill is mailed for commercial/public authority, industrial, sales for resale, public fire and private fire customers, except as provided by law for governmental entities. Payment received by the Company more than five (5) days after the due date will be charged a penalty of 1.50%, and such penalty will be calculated monthly thereafter only on the overdue portion of the bill. In no event shall the penalty charged exceed 18% annually

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28. Except as provided in this section, the Company shall render bills based on actual meter readings by company personnel.

- (1) This Section shall not apply to customers billed on a seasonal basis in accordance with terms included in the tariff of the Utility.
- (2) Limitation of Liability. If a water company has estimated bills and if the customer or occupant during the period has consumed an amount of water in excess of his normal seasonal usage because of a verified leak that could not reasonably have been detected or other unknown non-beneficial loss of water, the customer shall not be liable for more than 150% of the average amount of water consumed for the corresponding period during the previous season.
- (3) The Company may estimate the bill of any customer if extreme weather conditions, emergencies, equipment failure, work stoppages or other circumstances prevent actual meter reading.
- (4) The Company may estimate the bill of any customer if Company personnel are unable to gain access to obtain an actual meter reading so long as the Company has undertaken reasonable alternative measures to obtain a meter reading.
- (5) Notice. The utility shall inform new customers, and annually shall inform existing customers, of their rights under this section.
- (6) Charges for other than basic service, such as damaged meter fees and other special charges shall be billed separately.

**DISCONTINUANCE OF SERVICE:**

29. **GENERAL**

- (1) Any customer who is about to vacate any premises supplied with utility service, or who for any reason wishes to have service discontinued, shall give at least seven days notice to the Company and any non-customer occupant, specifying date of which it is desired that service be discontinued. In the absence of such notice, the customer shall be responsible for all services rendered.

- (2) In the event of discontinuance or termination of service at a residence or dwelling, the Company may transfer any unpaid balance to any new residential service account of the same customer.
- (3) When premises will be unoccupied temporarily, the customer shall notify the Company in writing, and the water will be turned off, and all charges will cease from the date when water service is turned off. When the property is again occupied, the Customer shall notify the Company in writing, and the water will be turned on. No refund or allowance will be made for unoccupied property when written notice had not been given as above provided. No refund will be allowed for property unoccupied for a period less than one month. The customer will sign a new application for service before the water is turned back on.
- (4) In cases of vacancy of a customer's property, the customer must notify the Company in writing of such vacancy, and upon his failure to do so, he will become responsible for any damage to the property of the Company arising from loss through theft, freezing, water damage, injury to meter, or any other failure. The charge for damage to the Company's meter shall be the actual cost of replacement of the meter plus a reasonable fee for appropriate labor and overheads, as specified in the Company's tariffs.

30. **INTERRUPTION AND DISCONTINUANCE OF SERVICE:**

- (A) The Company may temporarily interrupt service where necessary to effect repairs or maintenance, to eliminate an imminent threat to life, health, safety or substantial property damage, or for reasons of local, state or national emergency.
  - (1) Interruption with prior notice. Where the Company knows in advance of the circumstances requiring the service interruption, prior notice of the cause and expected duration of the interruption shall be given to customers and occupants who may be affected.
  - (2) Interruption without prior notice. Where service must be interrupted due to unforeseen circumstances, notice of the cause and expected duration of the interruption shall be given as soon as possible, to customers and occupants who may be affected.
  - (3) Notification Procedures. Where customers and occupants are to be notified pursuant to this Section, the Company shall take all reasonable steps, such as personal contact, phone contact, and use of the mass media, to notify affected customers and occupants of the cause and expected duration of the interruption.
  - (4) Permissible duration. Service may be interrupted for only such periods of time as are necessary to protect the health and safety of the public, to protect property, or to remedy the situation which necessitated the interruption; and service shall be resumed as soon as possible thereafter.



33. **PROCEDURES UPON CUSTOMER OR OCCUPANT PRIOR TO TERMINATION**

If at any time after the issuance of the initial termination notice and prior to the actual termination of service, a ratepayer or occupant contacts the Company concerning a proposed termination, an authorized Company employee shall fully explain:

- (1) The reasons for the proposed termination;
- (2) All available methods for avoiding a termination, including:
  - (i) tendering payment in full or otherwise eliminating the grounds for termination; and
  - (ii) entering into a settlement or amortization agreement
  - (iii) applying for payment assistance via the Company's United Cares program.
- (3) The ratepayer's right to file a dispute with the utility, and, thereafter, an informal complaint with the Commission;
- (4) The procedures for resolving disputes and informal complaints, including address and telephone number of the utility and of the nearest regional Commission office;
- (5) The ratepayer's duty to pay any portion of a bill which he does not honestly dispute; and
- (6) The medical emergency procedures.

The Utility, through its employees, shall exercise good faith and fair judgment in attempting to enter a reasonable settlement or amortization agreement, or otherwise equitably to resolve the matter. Factors to be taken into account when attempting to enter into a reasonable settlement or amortization agreement shall include, but are not limited to, the size of the unpaid balance, the ratepayer's ability to pay, the ratepayer's payment history and the length of time over which the bill accumulated.

34. **USE OF TERMINATION NOTICE SOLELY AS COLLECTION DEVICE PROHIBITED.**

The Company shall not threaten to terminate service when it has no present intent to terminate service or when actual termination is prohibited under this Chapter; notice of the intent to terminate shall be used only as a warning that service will in fact be terminated in accordance with the procedures set forth by this Chapter unless the customer or occupant remedies the situation which gave rise to the Company's enforcement efforts.

**CUSTOMER DEPOSITS:**

35. **GENERAL** - A deposit may be required from an Applicant for service or an existing Customer in accordance with, and to the maximum extent permitted by, the Commission's regulations. If an Applicant for service or an existing Customer receives more than one type of service, a separate deposit may be required for each type of service. Deposits collected shall have interest paid to the depositing Customer in accordance with the Commission's regulations. Upon termination or discontinuance of service, other than termination for non-payment, the Company shall within 30 days apply the Customer's deposit, including accrued interest, to any outstanding balance and refund the remainder to the Customer.
36. **DEPOSIT NOT TO APPLY TO A CURRENT BILL** – Any Customer having made a deposit shall currently pay bills for water service as rendered and the deposit shall not be considered as payment on account of a bill during the time the Customer is receiving water service. At the option of the Company, deposits may be used to pay delinquent bills for water service and, if appropriate, a new deposit may thereafter be required.
- (A) Application of Deposit:
- (1) Where a customer has paid a deposit but has failed to pay an undisputed bill, or portion of an undisputed bill, immediately prior to the termination of service to that customer the Company shall apply that customer's deposit insofar as it is necessary to satisfy such bill and to avoid termination, and may require that the deposit be restored to its original amount. The Utility shall mail or deliver a statement showing the amount of the original cash deposit, accrued interest, the amount of any unpaid bills satisfied, and balances remaining. Said statement may be included in a termination notice.
- (B) Refund of Deposit:
- (1) Interest on a deposit will be paid at the rate governed by 52 Pa Code Chapter 56.
- (2) Termination or discontinuance of service. Upon termination or discontinuance of service, the Company shall promptly apply the customer's deposit, including accrued interest, to any outstanding balance for utility service and refund the remainder to the customers.
- (3) Prompt payment of bills (except for deposits that apply to unmetered fire services and services that provide both domestic and fire protection). After a customer has paid bills for service for 12 consecutive months without having service termination and without having paid his bill subsequent to the due date or other permissible period as stated in this Chapter on more than two occasions, the utility shall refund any cash deposit, plus accrued interest, so long as the customer currently is not delinquent.

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**TEMPORARY SERVICE:**

37. Temporary service for short-term use. The Company will require the customer to pay all costs in advance for making the service connection and removing the service equipment after the service has been discontinued, or to pay a fixed amount in advance to cover such expenses.
38. Where the customer is temporary he shall make application for service and advance an amount established by meter size. The customer shall pay for water at the Company's metered rates and upon discontinuance of service, the Company shall refund the deposit, less any gross water charges unpaid.
39. The Company reserves the right to refuse temporary service between October 15 and April 15 to prevent freezing of water lines and meters.
40. Bills for temporary water service are payable and due after service is rendered and upon presentation.

**EMERGENCY PROVISIONS:**

41. The Company shall not terminate, or refuse to restore, service to any premises when any occupant therein is certified by a physician to be seriously ill or affected with a medical condition which will be aggravated by a cessation of service or failure to restore service. Procedures set forth in 52 Pa. Code § 56.111 through 56.118 will be followed. Whenever service is restored or termination postponed pursuant to the medical emergency procedures, the customer shall retain a duty to equitably arrange to make payment on all bills.

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42. **TERMINATION AT ANY PREMISES THAN THE CUSTOMER RESIDENCE:**

- (1) Prior to termination of service, the Company shall notify the landlord customer of the proposed termination, in writing, by mail or hand delivery, at least 37 days before the date of termination. Said notice also requesting the names and addresses of affected tenants.
- (2) Notify each dwelling unit reasonably likely to be occupied by an affected tenant of the proposed termination, in writing, by first class mail or otherwise hand delivered, making two separate attempts at personal service, at least seven days after notice to the landlord customer and at least 30 days before the termination of service.
- (3) Notify each dwelling unit reasonably likely to be occupied by an affected tenant of the proposed termination, in writing, by first class mail or otherwise hand delivery, making two separate attempts at personal service, at least ten days before the termination of service.
- (4) Notify the following agencies which serve the community in which the affected premises are located, in writing, at the time of delivery of notice to the tenants, of the proposed termination not less than ten days before the proposed termination of service.

- (i) The Department of Licenses and Inspections of any city of the first class.
  - (ii) The Department of Public Safety of any city of the second class, second class: A, or third class.
  - (iii) The City or county Public Health Department or, in the event that such a department does not exist, the Department of Health office responsible for that county.
- (5) Landlord Customers Notice contents as required by paragraph (1) above.
- (i) The reason(s) for the proposed termination.
  - (ii) The date on or after which service will be terminated.
  - (iii) The date on or after which the company will notify tenants of the proposed termination and their rights.
  - (iv) The right of the landlord customer to stay the notification of tenants by filing a complaint with the Commission disputing the right of the utility to terminate service.
- (6) Tenants Notice contents as required by paragraph (2) and (3) above.
- (i) The date on which the notice is rendered.
  - (ii) The date on or after which service will be terminated.
  - (iii) The circumstances under which service to the affected tenants may be continued.
  - (iv) The bill for the thirty-day period preceding the notice to the tenants.
  - (v) The statutory rights of a tenant to:
    - (a) Deduct the amount of any direct payment to the utility from any rent payments then or thereafter due.
    - (b) Protection against any retaliation by the landlord for exercising such statutory right.
    - (c) Recover money damages from the landlord for any such retaliation.

**THIRD PARTY NOTIFICATION:**

43. The Company shall permit its customers to designate a consenting individual or agency which is to be sent, by the Company, a duplicate copy of all reminder notices, past due notices, delinquent account notices or termination notices of whatever kind issued by the Company. When contact with a third party is made, the Company shall advise the third party of the pending action and the efforts which must be taken to avoid termination. The Company shall institute and maintain a program:
- (1) To allow customers to designate third parties to receive copies of a customer's or group of customers' notices of termination of service;
  - (2) To advise customer of the availability of such a third party notification program and to encourage their use thereof; and
  - (3) To solicit community groups and police to accept third party notices in order to assist in preventing unnecessary terminations and protecting the public health and safety.

**DISPUTES; TERMINATION DISPUTE; INFORMAL AND FORMAL COMPLAINTS:**

44. Any notice of dispute, including termination disputes, shall proceed in the first instance, according to the provisions set forth in Chapter 56 of Title 52 of the Pennsylvania Code (regarding "Disputes").
- (vi) That tenants may make payment to the utility on account of non-payment of charges by the landlord customer only by check or money order drawn by the tenant to the order of the utility.
  - (vii) A telephone number at the utility and at the Commission which a tenant may call for an explanation of his/her rights.

**RESTORATION OF SERVICE:**

45. When service to a dwelling has been terminated, the Company shall reconnect service by the end of the first full working day after receiving:
- (1) Full payment of any outstanding charges plus a reasonable reconnection fee as specified in the Company's tariffs or that which may be the subject to a Payment agreement; or
  - (2) Payment of all amounts currently due according to a Payment agreement, plus a reasonable reconnection fee which may be a part of the Payment agreement; or
  - (3) Adequate assurances that any unauthorized use or practice will cease, plus full payment of the Company's reasonable reconnection fee which must be subject to a Payment agreement; and
  - (4) Compliance or adequate assurance of compliance with any applicable provision for the establishment of credit, posting of deposits or guarantees.

**PERSONNEL AVAILABLE TO RESTORE:**

46. The Company shall have adequate personnel available between 8:00 a.m. and 4:00 p.m. on each working day, or for the commensurate period of eight consecutive hours, to restore service when required under these Rules and Regulations.

**MISCELLANEOUS:**

47. Water shall not be turned off by any person who is not an agent of the Company, except temporarily by a plumber, with Company approval, to enable him to test his work, provided it shall be turned on immediately after the test is made.
48. The authorized agents of the Company shall have the right of access, at all reasonable hours, to the premises supplied with water for the purpose of reading meters, examining pipes and fixtures, observing manner of using water, and for any other purpose which is proper and necessary in the conduct of the Company's business. Such agents shall carry proper credentials evidencing their employment by the Company.
49. No customer shall open or close any of the Company's corporation stops or valves in any public or private line.
50. No agent or employee of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter or intent of these rules and regulations.
51. The Company reserves the right to alter or amend these rules and regulations in the manner provided by law.

**FIRE PROTECTION:**

52. Water from fire hydrants or other fire fighting facilities shall be used only for fire fighting purposes.
53. The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in service, but it cannot and does not guarantee that such will not occur. The Company shall have no greater duty, with regard to fire hydrant service or private fire hydrant sprinkler and hose service, than to supply only such volumes of water at such pressures as may be available in the normal operation of the waterworks facilities at the time of use.
54. The Company shall not be considered an insurer of property or persons or to have undertaken to extinguish fire or to protect persons or property against loss or damage by reason of fire, water, failure to supply water or pressure, or for any other cause whatsoever.

55. Where metered or unmetered service is provided to any customer, the Company shall not be responsible for the quantities of water or pressure which may be available for any fire fighting facilities or purposes where the customer installs such facilities, or makes connection to his water system for such purposes, on the discharge side of the meter in his service line, and shall not be held liable for any claim based upon loss due to fire or fire fighting. The customer will indemnify, save harmless, and defend the Company from all claims, loss, costs, or damage on account of injury to persons or property occurring as a result of the installation, operation, performance, or existence of such customer-installed fire fighting facilities, including but not limited to injury or damage to persons or property by reason of fire, water, failure to supply water or pressure, or for any other cause whatsoever, to the extent that the injury to persons or property is the result of the intentional or negligent acts of the customer, its employees, or agents.
56. Company will consider installation of public fire hydrants only upon authorization from the political subdivision in which the unit is to be installed which will be responsible for payment or for services rendered.

#### **LIABILITY**

1. In the course of furnishing service that needs to be adequate, but not perfect, it is recognized that there will be times when service is subject to interruption or disruption as a result of water main breaks, the failure of equipment or facilities, and for other reasons. Accordingly, the liability of the Company shall in all such events be limited to either \$2,000 or an amount equivalent to the customer's average monthly bill (calculated using the four billing periods prior to the billing period during which the deficiency occurred), whichever is less in any legal action brought against the Company for damages in connection with: 1) a service interruption or delay, or cessation or lack of adequate, efficient, safe and reasonable service and facilities; and/or 2) a failure of equipment or supply, including, but not limited to, a break or leak in a water main, service line or meter owned by the Company.

In any legal action where a court does not recognize, or is being asked to interfere with or hamper, the jurisdiction of the Commission to authorize limitations of liability or to exclusively determine whether the service and facilities of the Company are in conformity with the regulations and Orders of the Commission, the Company may certify to the Commission the question of the appropriateness of such court action by filing a petition for declaratory order with the Commission.

Furthermore, the Company shall not be liable in any action where the loss or damage involves an act of God or does not involve a duty of the Company, including, but not limited to, breaks or leaks on facilities that are not owned by the Company, such as breaks, leaks, defects or conditions in the Customer's own service line, meter pit, internal plumbing or fixtures, or due to the materials out of which those facilities are made. Further, the Company shall not be liable in any action where the loss or damage does not involve a breach of a duty of the Company, including, but not limited to, where the Company does not receive actual notice, either written or oral, that a Company facility (located within the public right-of-way, in a sidewalk or on a customer's property) is in need of repair, such as the condition or elevation of a curb box or valve box that is not proven to have been in that condition at the time of installation or that is caused by a plumber, developer, or the person or event.

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**WATER CONSERVATION CONTINGENCY PLAN**

Section 1. **Purpose**

When the Company is experiencing a Short Term Supply Shortage, the Company may request general conservation of water uses and may impose mandatory conservation measures to reduce or eliminate non-essential uses of water. The Water Company has this authority under 52 PA Code 65.11.

Section 2. **Scope**

The conservation measures shall apply to all customers within the franchise area of the Water Company.

Section 3. **Definitions**

- a. The Water Company - VEOLIA Water Pennsylvania, Inc.
- b. Customers - any person who is connected to and receives water service from the water supply system of the Water Company.
- c. Non-Essential Uses - Non-Essential uses of water include:
  - (i) The use of hoses, sprinklers, or other means for sprinkling or watering of shrubbery, trees, lawns, grass, plants, vines, gardens, vegetables, flowers, or any other vegetation.
  - (ii) The use of water for washing automobiles, trucks, trailers, trailer houses, or any other type of mobile equipment.
  - (iii) The washing of streets, driveways, parking lots, service stations aprons, office building, exteriors of homes, sidewalks, apartments, or other outdoor surfaces.
  - (iv) The operation of any ornamental fountain or other structure making a similar use of water
  - (v) The use of water for filling swimming or wading pools.
  - (vi) The operation of any water-cooled comfort air conditioning which does not have water-conservation equipment.
  - (vii) The use of water from fire hydrants for construction purposes or fire drills.
  - (viii) The use of water to flush a sewer line or sewer manhole.
  - (ix) The use of water for commercial farms and nurseries other than a bare minimum to preserve plants, crops, and livestock.

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Section 4. **Water Conservation Contingency Plan**

- a. This plan establishes priorities for water conservation measures from voluntary to mandatory curtailments of non-essential uses.
- b. Notice of the implementation of the Water Conservation Contingency Plan shall be sent to all customers or be provided by radio, television or newspaper advertisements.
- c. The first phase of the Water Conservation Contingency Plan requests all customers of the utility to voluntarily curtail all non-essential uses of water.
- d. The second phase of the Water Conservation Contingency Plan is to require mandatory curtailment of all non-essential uses of water.
- e. If any customer refuses to comply with such mandatory measures, the Water Company may either adjust the outside water valve connection in a manner which will restrict water flow by up to one-half (1/2) or otherwise restrict flow by the insertion of a plug device.
- f. Prior to valve adjustment or other restriction of flow, The Water Company must make a bona fide attempt to deliver notice of the valve adjustment or other flow restriction to a responsible person at the affect premises and fully explain the reason for the proposed flow restriction and the needs by which the customer may eliminate such flow restriction. Less restrictive means may be imposed to secure compliance.
- g. Complete service termination may be imposed by an Administrative Law Judge or other presiding officer after an expedited hearing has been held to provide the effected customer with an opportunity to be heard.
- h. The conservation measures shall be terminated at such time as the supply storage is eliminated.

Section 5. **Additional Restrictions**

In addition to the provisions set forth above, the Pennsylvania Emergency Management Council is authorized to promulgate, adopt, and enforce a water rationing plan by virtue of the Emergency Management Services Code 35 PA C.S. §1701 et seq. as implemented by the Drought Emergency Proclamation dated November 6, 1980.

Section 6.

Any customer that uses 125% of its average yearly consumption when mandatory restrictions are in force, may have their water service terminated. All turn on and turn off charges for this purpose will be assessed at the after hour turn on/off fee.

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC)

**1. General Description**

**A. Purpose:** To recover the reasonable and prudent costs incurred to repair, improve, or replace eligible property which is completed and placed in service and recorded in the individual accounts, as noted below, between base rate cases and to provide the Utility with the resources to accelerate the replacement of aging infrastructure, to comply with evolving regulatory requirements and to develop and implement solutions to regional supply problems.

The costs of extending facilities to serve new customers are not recoverable through the DSIC.

Utility projects receiving PENNVEST funding or using PENNVEST surcharges are not DSIC-eligible property to the extent of the PENNVEST funding or surcharge.

**B. Eligible Property:** The DSIC-eligible property will consist of the following:

- Services (account 333000), meters (account 334100) and hydrants (account 335000) installed as in-kind replacements for customers;
- Mains and valves (account 331800) installed as replacements for existing facilities that have worn out, are in deteriorated condition, or are required to be upgraded to meet under 52 Pa Code § 65 (relating to water service);
- Main extensions (account 331800) installed to eliminate dead ends and to implement solutions to regional water supply problems that present a significant health and safety concern for customers currently receiving service from the water Utility;
- Main cleaning and relining (account 331800) projects; and
- Unreimbursed costs related to highway relocation projects where a water Utility must relocate its facilities; and
- Other related capitalized costs.

**C. Effective Date:** The DSIC will become effective for bills rendered on and after March 8, 1998 as modified in the Commission Order dated 10/27/2022 at Docket No. M-2012-2293611.

**D. Application:** To all customers residing in all territories served by Veolia Water Pennsylvania, Inc. except for portions of the Township of Bethel and portions of the Township of Concord, Delaware County, Pennsylvania, formerly served by Veolia Water Bethel, Inc. The DSIC shall not be implemented for customers formerly served by Veolia Water Bethel, Inc. until an amendment to Veolia Water Pennsylvania, Inc.'s Long Term Infrastructure Improvement Plan that incorporates the Veolia Water Bethel, Inc. system is filed with and approved by the Commission.

(C)

## 2. Computation of the DSIC

**A. Calculation:** The DSIC shall be calculated to recover the fixed costs of eligible plant additions that have not previously been reflected in the Utility’s rate base and will have been placed in service between the three month period ending one month prior to effective date. Thereafter, the DSIC will be updated on a quarterly basis to reflect eligible plant additions placed in service during the three-month periods ending one month prior to the effective date of each DSIC update. Thus changes in the DSIC rate will occur as follows:

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<u>Effective Date of Change</u>	<u>Date to which DSIC-Eligible Plant Additions Reflected</u>
April 1	February 28/29
July 1	May 31
October 1	August 31
January 1	November 30

**B. Determination of Fixed Costs:** The fixed costs of eligible distribution system improvements projects will consist of depreciation and pre-tax return, calculated as follows:

- 1. Depreciation:** The depreciation expense shall be calculated by applying the annual accrual rates employed in the Utility’s most recent base rate case for the plant accounts in which each retirement unit of DSIC-eligible property is recorded to the original cost of DSIC-eligible property is recorded to the original cost of DSIC-eligible property.
- 2. Pre-tax return:** The pre-tax return shall be calculated using the statutory state and federal income tax rates, the Utility’s actual capital structure and actual cost rates for long-term debt and preferred stock as of the last day for the three-month period ending one month prior to the effective date of the DSIC and subsequent updates. The cost of equity will be the equity return rate approved in the Utility’s last fully litigated base rate proceeding for which a final order was entered not more than two years prior to the effective date of the DSIC. If more than two years shall have elapsed between the entry of such a final order and the effective date of the DSIC, then the equity return rate used in the calculation will be the equity return rate calculated by the Commission in the most recent Quarterly Report on the Earnings of Jurisdictional Utilities released by the Commission.

(C)

**C. Application of DSIC:** The DSIC will be expressed as a percentage carried to two decimal places and will be applied to the total amount billed to each customer for distribution service under the Utility’s otherwise applicable rates and charges, excluding amounts billed for public fire protection service and the State Tax Adjustment Surcharge (STAS). To calculate the DSIC, one-fourth of the annual fixed costs associated with all property eligible for cost recovery under the DSIC will be divided by the Utility’s projected revenue for distribution service (including all applicable clauses and riders) for the quarterly period during which the charge will be collected, exclusive of revenues from public fire protection service and the STAS.

**D. Formula:** The formula for calculation of the DSIC is as follows:

$$\text{DSIC} = \frac{(\text{DSI} * \text{PTRR} + \text{STFT} + \text{Dep} + e) 1/(1-T)}{\text{PQR}}$$

Where:

- DSI = Original cost of eligible distribution system improvement projects net of accrued depreciation and associated accumulated deferred income taxes pertaining to property related book/tax depreciation timing differences resulting from the use of accelerated depreciation per Internal Revenue Code, 26 U.S. § 168.
- PTRR = Pre-tax return rate applicable to DSIC-eligible property.
- STFT = (State Tax Flow Through) Pre-tax flow through calculation on book tax timing accelerated tax depreciation and book depreciation net of federal tax.
- Dep = Depreciation expense related to DSIC-eligible property.
- e = Amount calculated (+/-) under the annual reconciliation feature or Commission audit, as described below.
- T = If applicable, Pennsylvania Gross Receipts Tax rate in effect during the billing month, expressed in decimal form.
- PQR = Projected quarterly revenues for the applicable three month period for distribution service (including all applicable clauses and riders) from applicable customers plus netted revenue from any customers which will be gained or lost by the beginning of the applicable service period.

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**3. Quarterly Updates:** Supporting data for each quarterly update will be filed with the Commission and served upon the Commission's Bureau of Investigation and Enforcement, the Office of Consumer Advocate, and the Office of Small Business Advocate at least ten (10) days prior to the effective date of the update.

(C)

#### 4. Customer Safeguards

**A. Cap:** The DSIC is capped at 7.5% of the amount billed to customers for distribution service (including all applicable clauses and riders), as determined on an annualized basis.

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**B. Audit/Reconciliation:** The DSIC is subject to audit at intervals determined by the Commission. Any cost determined by the Commission not to comply with any provision of 66 Pa C.S. §§ 1350, *et seq.*, shall be credited to customer accounts. The DSIC is subject to annual reconciliation based on a reconciliation period consisting of the twelve months ending December 31 of each year or the Utility may elect to subject the DSIC to quarterly reconciliation but only upon request and approval by the Commission. The revenue received under the DSIC for the reconciliation period will be compared to the Company's eligible costs for that period. The difference between revenue and costs will be recouped or refunded, as appropriate, in

(C)

accordance with Section 1307(e), over a one-year period commencing on April 1 of each year, or in the next quarter if permitted by the Commission. If DSIC revenues exceed DSIC-eligible costs, such over-collections will be refunded with interest. Interest on over-collections and credits will be calculated at the residential mortgage lending specified by the Secretary of Banking in accordance with the Loan Interest and Protection Law (41 P.S. §§ 101, *et seq.*) and will be refunded in the same manner as an over-collection. The Utility is not permitted to accrue interest on under collections.

**C. New Base Rates:** The DSIC will be reset at zero upon application of new base rates to customer billings that provide for prospective recovery of the annual costs that had previously been recovered under the DSIC. Thereafter, only the fixed costs of new eligible plant additions that have not previously been reflected in the Utility's rates or rate base will be reflected in the quarterly updates of the DSIC.

**D. Customer Notice:** Customers shall be notified of changes in the DSIC by including appropriate information on the first bill they receive following any change. An explanatory bill insert shall also be included with the first billing. (C)

**E. All customer classes:** The DSIC shall be applied equally to all customer classes. (C)

**F. Earning Reports:** The DSIC will also be reset at zero if, in any quarter, data filed with the Commission in the Utility's then most recent Annual or Quarterly Earnings reports show that the Utility would earn a rate of return that would exceed the allowable rate of return used to calculate its fixed costs under the DSIC as described in the pre-tax return section. The Utility shall file a tariff supplement implementing the reset to zero due to overearning on one-days' notice and such supplement shall be filed simultaneously with the filing of the most recent Annual or Quarterly Earnings reports indicating that the Utility has earned a rate of return that would exceed the allowable rate of return used to calculate its fixed costs. (C)

**G. Residual E-Factor Recovery Upon Reset To Zero:** The Utility shall file with the Commission interim rate revisions to resolve the residual over/under collection or E-factor amount after the DSIC rate has been reset to zero. The Utility can collect or credit the residual over/under collection balance when the DSIC rate is reset to zero. The Utility shall refund any overcollection to customers and is entitled to recover any under collections as set forth in Section 4.B. Once the Utility determines the specific amount of the residual over or under collection amount after the DSIC rate is reset to zero, the Utility shall file a tariff supplement with supporting data to address that residual amount. The tariff supplement shall be served upon the Commission's Bureau of Investigation and Enforcement, the Bureau of Audits, the Office of Consumer Advocate, and the Office of Small Business Advocate at least ten (10) days prior to the effective date of the supplement. (C)

**H. Public Fire Protection:** The DSIC of a water Company will not apply to public fire protection customers. (C)

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE  
(DSIC)

In addition to the net charges provided for in this Tariff, a charge of 0.00% will apply to all charges for bills rendered on or after XX XX, 2024 to customers residing in all territories served by Veolia Water Pennsylvania, Inc. except for portions of the Township of Bethel and portions of the Township of Concord, Delaware County, Pennsylvania, formerly served by Veolia Water Bethel, Inc.

(C)

The above charge will be recomputed quarterly, using the elements prescribed by the Commission in its Order dated August 26, 1996 at Docket No. P-00961031 As modified in the Commission Order dated 10/27/2022 at Docket No. M-2012-2293611.

**FEDERAL TAX ADJUSTMENT CREDIT (“FTAC”)**

A surcharge of 0% will apply to all charges for service rendered on or after November 1, 2024. | (C)

**PURCHASED WATER ADJUSTMENT CHARGE**

(C)

Application: To all customers residing in the portions of the Township of Bethel and portions of the Township of Concord, Delaware County, Pennsylvania served by Veolia Water Pennsylvania, Inc.

The Company may apply a Purchased Water Adjustment Charge (“PWAC”) to its water rates set forth under Schedule of Metered Rates and Wholesale Service Rates to reflect an increase or decrease in the rates charged by its wholesale water suppliers who are referred to jointly as (“Wholesalers”).

The PWAC will be calculated based on changes in the Company’s Wholesalers’ rates from the purchased water included in the Company’s Baseline Costs. For the purpose of calculating the PWAC, the Baseline Cost is the annual purchased water cost reflected as an operating expense in the Company’s most recently concluded base rate case. This amount will remain constant until such time base rates are reset.

The Company shall provide notice to its customers of such change in rates resulting from application of the PWAC.

When the Company’s Wholesalers change their rates for water purchased by the Company, the Company will re-compute the PWAC based on its annual purchased water cost reflecting the level of consumption and other billing determinants that formed the basis for the Baseline Cost.

**Determination of Purchased Water Adjustment Charge**

A PWAC may be implemented on the effective date of a change in Wholesalers’ rates charged to the Company for purchased water, but not on less than forty-five (45) days notice to the customer. The Company may at its option, implement a PWAC to recover an increase in purchased water costs. However, if the rate change is a decrease, the Company must implement a credit PWAC to reflect that decrease.

The baseline items established in the Company’s most recently concluded rate case are:

Baseline Purchased Water Cost (per thousand gallons)	\$4.002
Baseline 1,000 Gallons of Purchased Water	427,211
Baseline 1,000 Gallons of Water Sales	383,855

The PWAC, per thousand gallons, shall be computed to the nearest one-tenth cent (0.1¢) in accordance with the formulas set forth below.

$$\text{PWAC} = \frac{(\text{CHGPWC} \times 427,211)}{383,855}$$

**PURCHASED WATER ADJUSTMENT CHARGE (cont.)**

(C)

**Determination of Purchased Water Adjustment Charge (cont.)**

In computing the PWAC pursuant to the formulas above, the following definitions shall apply:

“CHGPWC” – Change in Purchased Water Cost, per thousand gallons, is determined by subtracting the Baseline Purchased Water Cost per thousand gallons from the Company’s most recently concluded rate case from the Pro Forma Purchased Water Cost per thousand gallons that arises from the Wholesalers’ change of the rates charged to the Company and shall include any over/under recovery as determined by the Annual Reconciliation.

“PWAC” – the PWAC determined to the nearest one-tenth cent (0.1¢) to be charged for each thousand gallons of domestic metered water sales supplied under Schedule Metered Rates and Wholesale Service Rates after allowance for any applicable tax.

**Safeguards**

**Annual Reconciliation**

Upon implementation of a PWAC the Company will annually provide a reconciliation of PWAC revenues with the actual cost of purchased water from its Wholesalers pursuant to Section 1307 (e) of the Public Utility Code. The revenue received under the PWAC for the reconciliation period will be compared to the Company’s eligible costs for that period. The difference between revenue and costs will be recovered or refunded as appropriate, in accordance with Section 1307-(e), over a one-year period commencing on July 1 of each year. If PWAC revenues exceed PWAC eligible costs, such overcollections will be refunded with interest. Interest on the overcollections will be calculated at the residential mortgage lending rate specified by the Secretary of Banking in accordance with the Loan Interest and Protection Law (41 P.S. Sec. 101, et seq.) and will be refunded in the same manner as an overcollection. For the purposes of calculating such over or under collection, the reconciliation period shall be the annual period ended March 31.

**New Base Rates**

The PWAC will be reset to zero as of the effective date of new base rates that provide for prospective recovery of the annual costs that had theretofore been recovered under the PWAC. Thereafter, only new purchased water adjustments, which have not previously been reflected in the Company’s base rate, are eligible for PWAC recovery.

**Cap**

The PWAC shall not exceed seven and one-half percent (7.5%) of the amount billed to customers, exclusive of the amounts recovered under the State Tax Adjustment Surcharge.

**VEOLIA WATER PENNSYLVANIA, INC.**  
**Supplement No. 8 to:**  
**Tariff Wastewater – Pa. P.U.C. No. 2**  
**Effective November 1, 2024**

**Docket Nos. R-2024-3045192**  
**and R-2024-3045193**

VEOLIA WATER PENNSYLVANIA, INC.

Harrisburg, Pennsylvania,

Rates, Rules and Regulations

Governing the Provision of Wastewater Collection, Treatment  
and Disposal Service to the Public in

(See Page 5 for Territories Served)

BY: Larry Finnicum, Regional President  
Veolia Water Pennsylvania, Inc.  
6310 Allentown Blvd.  
Harrisburg, PA 17111  
Phone: (717) 564-3662

**NOTICE**

This tariff supplement is a general rate increase under Section 1308(d) of the Pennsylvania Public Utility Code, 66 Pa. C.S. S 1308(d), and updates the schedule with rates for customers pursuant to the Pennsylvania Public Utility Commission's Final Order at Docket No. R-2024- 3045193.

**LIST OF CHANGES**

This tariff supplement is a general rate increase under Section 1308(d) of the Pennsylvania Public Utility Code, 66 Pa. C.S. S 1308(d), and updates the schedule with rates for customers pursuant to the Pennsylvania Public Utility Commission’s Final Order at Docket No. R-2024- 3045193.

C

Page 4 State Tax Adjustment Surcharge (STAS) has been reset to 0%

- (I) Indicates an Increase
- (D) Indicates a Decrease
- (C) Indicates a Change

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(C)

**SURCHARGE**

**STATE TAX ADJUSTMENT SURCHARGE**

In addition to the charges provided in this tariff, a surcharge of (0.00%) will apply to all charges for service rendered on or after the Effective Date shown on the bottom of this page.

The above surcharge will be recomputed, using the same elements prescribed by the Commission.

- a. Whenever any of the tax rates used in calculation of the surcharge are changed,
- b. Whenever the utility makes effective any increased or decreased rates; and
- c. On or before March 31 of each year thereafter.

The above recalculation will be submitted to the Commission within 10 days after the occurrence of the event or date which occasion such recomputation; and, if the recomputed surcharge is less than the one then in effect, the Company will, and if the recomputed surcharge is more than the one then in effect, the Company may, submit with such recomputation a tariff or supplement to reflect such recomputed surcharge, the effective date of which shall be 10 days after filing.

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**TERRITORIES SERVED**

The Township of South Centre, Columbia County, Pennsylvania.

Township of Mahoning, a portion of Cooper Township and a portion of Valley Township,  
Montour County, Pennsylvania.

**SCHEDULE OF RATES**

Application:

To all Commercial, industrial or municipal use customers residing in the Township of South Centre, Columbia County, Pennsylvania.

Volume Charges:

	<u>Per Month</u>	<u>Minimum Monthly Charge</u>		<u>Rate Per 1,000 Gallons</u>
First	5,000 Gals.	\$758.76	(I)	Allowance *
Next	5,000 Gals.			6.0710
Next	90,000 Gals.			5.4631
Next	100,000 Gals.			4.8552
Over	200,000 Gals.			4.2500

(I)

\* (The \$758.76 minimum monthly charge allows for 5,000 gallons of wastewater delivered to the collection system as measured by a potable water meter located on the customers premises).

Conditions of Contract:

The volume charge is based on all metered domestic water consumed by a customer during the billing period, except as otherwise provided. A wastewater customer who has water supplied by sources other than Veolia Water Pennsylvania, Inc., shall be required to maintain a meter for the purpose of measuring water flow to any structure determined to be served by the wastewater collection system.

(C)

Terms of Payment:

All bills shall be rendered monthly. Bills rendered will show a due date of fifteen (15) days after the date the bill is mailed for commercial/industrial/municipal use customers.

Veolia Water Pennsylvania, Inc.

**RESERVED FOR FUTURE USE.**

SCHEDULE OF RATES

Application:

To all residing in the Township of Mahoning, a portion of Cooper Township and a portion of Valley Township, Montour County served by Veolia Water Pennsylvania, Inc.

(C)

Charges:

Residential – Flat Rate

Per Month

\$75.25

(I)

All other customers shall be billed the higher of the Consumption rate or the EDU rate. The EDU rate shall be applied as outlined in the Schedule of EDU's.

Per Month:

<u>Category</u>	Water Charge per 1,000 Gallons < 435,000 Gallons <u>Per Month</u>	Water Charge per 1,000 Gallons > 435,001 Gallons <u>Per Month</u>	<u>EDU</u>
Commercial 1	\$5.9500	\$8.0900	\$59.20
Commercial 2	5.9500	8.0900	64.44

(I)

Current Customers not currently being billed as outlined above:

Current non-residential wastewater customers, whose wastewater billings do not follow the schedule outlined above, will be billed as provided in the schedule below.

(C)

Account Name

Geisinger Justin Drive II  
 Geisinger Hughes North  
 Atlantic Equipment  
 FAB-TEX

Monthly Bill

\$ 2,308.56  
 \$ 1,331.87  
 \$ 324.41  
 \$ 553.75

(I)

Conditions of Contract:

The volume charge is based on all metered domestic water consumed by a customer during the billing period, except as otherwise provided. A wastewater customer who has water supplied by sources other than Veolia Water Pennsylvania, Inc. shall be required to maintain a meter for the purpose of measuring water flow to any structure determined to be served by the wastewater collection system.

(C)

Terms of Payment:

All bills shall be rendered monthly. Bills rendered will show a due date of twenty (20) days after the date the bill is mailed for residential customers and fifteen (15) days after the date the bill is mailed for all other customers.

(C)

SCHEDULE OF EDU'S:

All commercial, residential, institutional and industrial customers will be billed on a minimum of equivalent consumer units as established in the following EDU schedule.

<u>Category</u>	<u>Equivalent Dwelling Units</u>
Residential	1
Each retail store, office, business, industry or industrial:	
1. Ten or less employees	1
2. Each additional five employees or fraction thereof	½
3. Can be based on estimated water usage	
Each business, industry or institutional providing showers for employees:	
1. Eight or less employees	1
2. Each additional four employees or fraction thereof	½
3. Can be based on estimated water usage	
Funeral home	2
Each School, public or private:	
1. Toilet facilities only, per 40 pupils and staff or fraction thereof	1
2. Toilet facilities and kitchen, per 30 pupils and staff or fraction thereof	1
3. Toilet facilities and gymnasium, per 25 pupils and staff or fraction thereof	1
4. Toilet facilities, kitchen and gymnasium, per 20 pupils and staff or fraction thereof	1
Each improved property having a commercial (¾ horsepower or greater) garbage grinder, for each such grinder	1
Each hotel per four rooms or fraction thereof	1
Each restaurant, club or tavern, per 15 seats or fraction	1
Each church or social hall plus daycare center or any other business in the church hall or banquet room	1
Each firehouse or hall plus clubhouse, restaurant, tavern or banquet hall	1
Each service station or automobile repair garage	
1. Two bays or less	2
2. Each additional bay over two	½
Each hair salon, spa, nail salon and massage salon	
1. Two chairs or less	2
2. Each additional chair	1
Each laundromat, per five washes and fraction thereof	1
Each convalescent home, per two beds/hospitals/institutions	1
Each barn or stable, per five stalls or fraction thereof	1

All categories, mentioned or not mentioned, may be based on an estimated water consumption.

Veolia Water Pennsylvania, Inc. reserves the right from time to time, to adopt modifications of, supplements to, or amendments of this Schedule of EDU's.

**SCHEDULE OF MISCELLANEOUS FEES AND CHARGES**

**1. Reconnection Charge for Nonpayment Terminations**

A. Application:

This charge is applicable to all customers where water service provided by Veolia Water Pennsylvania, Inc. has been physically turned off for nonpayment of a delinquent sewer bill.

Rates:

	<u>Each Occurrence</u>
Reconnection Charge (during normal business hours)	\$50.00
Reconnection Charge (other than normal business hours)	\$75.00

B. Application:

This charge is applicable to all customers where water service is not provided by Veolia Water Pennsylvania, Inc., and where the sewer service lateral has been excavated and plugged to prevent use of the wastewater collection system.

Rates:

Reconnection Charge shall be the actual costs incurred by Veolia Water Pennsylvania, Inc., its agents or assigns, as a direct result of the removal and restoration of service to any customer subject to this application.

Terms of Payment:

The reconnection charge will be added to the customer's bill once the service has been terminated and is due and payable before water will be turned on.

**SCHEDULE OF MISCELLANEOUS FEES AND CHARGES (Cont'd)**

**2. Returned Check Charge:**

Application:

Should the Company receive a negotiable instrument from the applicant or customer in payment of any bill, charge or deposit due and such instrument be subsequently dishonored or be uncollectible for any reason, the Company shall charge the applicant or customer a handling charge as provided below.

Rate:

	<u>Each Occurrence</u>
Returned check charge	\$11.15

Terms of Payment:

Bills will be rendered at the time the customer's check is returned by the Bank and are due and payable when rendered.

**3. Wastewater Main Extension Design Deposit**

Application:

This deposit is applicable to all wastewater main extension agreements.

Rate:

\$1,000 per application. In the event that the project is for both water and wastewater, only \$1,000 total shall be collected.

Terms:

To be applied to the cost of the project if the project is completed. To be retained by Veolia Water Pennsylvania, Inc. if the project is terminated by the applicant or the Company.

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## **DEFINITIONS**

**Amortization Agreement:** A mutually satisfactory written agreement whereby a customer, who admits liability for billed service, is permitted to amortize or pay the unpaid balance of the account in one or more payments over a reasonable period of time.

**Annual Revenue.** (as related to line extensions). The utility's expected additional annual revenue from the line extension based on the utility's currently effective tariff rates and on the average annual usage of customers similar in nature and size and/or class.

**Applicant:** Any person seeking to contract for utility service, other than a transfer of service from a residence or dwelling within the Company's service area; or to re-institute service more than 60 days following a termination or discontinuance of service.

**Billing Period:** A billing period shall be monthly as provided in the Company's tariff.

**Biochemical Oxygen Demand:** Denoted hereinafter as "B.O.D.", shall mean the quantity of oxygen utilized (demanded) in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days when incubated at 20oC.

**Building Drain:** shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from drainage pipes inside the walls of the building, terminating outside the face of the building wall at a clean out, or if no clean out exists, five (5) feet outside the face of the building wall from whence it becomes known as the building sewer. The Building Drain shall be the responsibility of and maintained by the customer.

**Building Sewer:** shall mean the extension from the building drain to service line and/or other point of connection to the Company system. The Building Sewer shall be the responsibility of and be maintained by the customer.

**Collection Main:** A pipe which collects sewage from the service pipes which serve the premises of customers.

**Commission:** The Pennsylvania Public Utility Commission

**Company:** Veolia Water Pennsylvania, Inc.

**Company Sewerage System:** Shall mean those sewers, pipes, manholes, pumping stations or other facilities of the Company used for collecting and conveying sewage.

**Customer:** A Customer shall mean a customer of record, or end user, or both contracting for wastewater collection, treatment and/or disposal

**Delinquent Account:** Charges for utility service which have not been paid in full by the due date stated on the bill or otherwise agreed upon; provided that an account shall not be deemed delinquent if prior to the due date an amortization or settlement agreement with the Company has been entered into by the customer or a timely filed notice of dispute is pending with the Company; or an informal or formal complaint has been filed with, and is pending before, the Commission.

Veolia Water Pennsylvania, Inc.

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Emergency: An unforeseen combination of circumstances requiring temporary discontinuance of service in order to effect repairs or maintenance, or to eliminate an imminent threat to life, health, safety or property.

Garbage: The solid wastes from domestic cooking and dispensing of food, and from the handling and storage of produce.

Grinder Pump: Any mechanical or powered device used to grind, macerate or fluidize garbage so that it can be discharged into the wastewater system of the Company.

Line Extension: An addition to the utility's main line which is necessary to serve the premises of a customer.

Meter: Any device supplied by the company for the purpose of measuring water or wastewater flows.

Nonresidential Service: Wastewater service supplied to a commercial or industrial building, including, but not limited to, a hotel or motel, or to a master-metered trailer park or multi-tenant apartment building

Occupant: Any person, business or corporation who resides in the premises to which utility service is provided.

Physician: An individual licensed under the laws of this Commonwealth to engage in the practice of medicine and surgery in all of its branches within the scope of the act of June 3, 1911 (P.L. 639) relating to medicine and surgery as amended, or in the practice of osteopathy or osteopathic surgery within the scope of the act of March 19, 1909 (No. 29) as amended.

Premises or Affected Premises: Unless otherwise indicated, the building where service is provided.

PH: The logarithm to the base ten of the reciprocal of the weight of hydrogen ions in moles per liter of solution.

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 sewerage system with no particle greater than one-half inch (1/2") in any dimension.

Regulatory Agency: Agencies, including but not limited to the Commission, the Pennsylvania Department of Environmental Protection (DEP) and the U.S. Environmental Protection Agency (EPA), which have authority over the operations of and/or discharges into and/or from the Company's treatment facilities.

Residential Service: Service supplied to a dwelling, including service provided to a commercial establishment if concurrent service is provided to a residential premise attached thereto. Residential service as it pertains to line extensions can be further defined as single family dwellings, multi-family, and townhouses serving less than two dwelling units.

Sanitary Sewer: A collection system of sewer mains and service lines which carries sanitary wastewater and excludes storm, surface and ground water.

Veolia Water Pennsylvania, Inc.

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Service Line: The extension from the Company collection system, usually to a clean out at the curb line, where it then connects to the Building Sewer. The Service Line shall be the responsibility of and be maintained by the Company. If there is no cleanout, the Company's responsibility ends at the curb line.

Slug: The discharge of water, sewerage, or industrial waste which in concentration of any 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-hour flow or concentration under normal operating conditions.

Settlement Agreements: A mutually satisfactory settlement of any claim of dispute, reduced to writing and signed by the parties or their representatives. The settlement agreement offered by the Company shall state immediately preceding the space provided for the customer's name, and in bold face print at least two point sized larger than any other used thereon: "If you are not satisfied with this agreement do not sign it. You may file an informal complaint before the Public Utility Commission without making yourself subject to retaliation by the Company. If you do sign this agreement, you give up your right to a hearing before the Commission on any matter involved in this dispute except the Company's failure to follow the terms of this agreement."

Special Utility Service: Residential or business service which exceeds that required for ordinary residential purposes. Special utility service may include, but not be limited to, installation of facilities such as additional mains, oversized mains, booster pumps, lift stations and manholes as necessary to provide adequate flows or to meet required pressure criteria, and service to large wastewater producing commercial and industrial facilities.

Storm Sewer: A sewer which receives discharges of storm water and/or carries off surface, subsurface, or storm water from the buildings, grounds, streets, or other areas, including street wash.

Suspended Solids: Solids that either float on the surface of, or are suspended in water, wastewater, or other liquids, and which are largely removable by filtration.

Tariff: All of the service rates, rules and regulations issued by the Company, together with any supplements or revisions thereto, officially approved by the Commission and contained in this document.

Termination of Service: Cessation of service, whether temporary or permanent, without the consent of the customer.

Toxic Substances: Any substances whether gaseous, liquid or solid which when discharged to a public sewer 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 a wastewater treatment facility, or as pursuant to PL 92-500 (Federal Water Pollution Control Act Amendments of 1972) or its amendments.

Wastes: Any liquid, gaseous, or solid substances or combination thereof which are discarded, leached, or spilled including sanitary wastewater but excluding storm water.

Wastewater: A combination of the water-carried wastes from any building or structure, together with such ground, surface, and storm water as may be present in sanitary sewers.

## **RULES AND REGULATIONS**

### **APPLICATION FOR SERVICE:**

#### **GENERAL PROVISIONS:**

- (1) The application and these rules and regulations constitute the contract between the customer and the Company and each customer, by the collection of wastewater, agrees to be bound thereby. The use of wastewater services by a customer shall be in accordance with the class, scope and type of use, and for the purpose stated in the customer's application and service contract.
- (2) Service connection will be made, and wastewater service will be furnished upon written application by the prospective customer (or a properly authorized agent), on a form prepared by the Company for this purpose, and after approval of such application by the Company. The application for service shall state clearly the class, scope and type of use to be made of the service, as well as the purpose for which it will be used. Service shall only be furnished after a meter has been properly installed by the Company.
- (3) Before an application for service shall be accepted by the Company, the Company shall determine that a wastewater collection main does exist in the public street area or on a private right-of-way along or through the property to be served, and that said wastewater collection main must extend across the total frontage of the deeded property.
- (4) Separate and independent service lines shall be installed for each customer when practicable.
- (5) Upon making service connections, the tapping of the collection main and clean outs, the service line from main to curb shall be furnished by the Company or its agent at its expense.
- (6) When an extension to serve is required or requested, such extension will be made under the terms of a "Wastewater Collection Main Extension Agreement", as hereinafter set forth. The Company shall have the exclusive right to determine the type and size of mains to be installed and the other facilities required to render adequate service.
- (7) Should it be necessary, in the Company's opinion, to extend beyond the last lot in a street in order to connect to an existing main so as to provide more adequate and reliable service, this additional extension shall be part of the total collection main extension whenever the last lot in the street does not exceed 150 feet. All estimated or actual cost figures referred to in the "Wastewater Collection Main Extension Agreement" shall include a reasonable allowance for overhead costs. The main extension shall conform to the requirements of the Department of Environmental Protection which concern sanitation.
- (8) All service lines from the curb to the premises shall be approved by the Company as to size, kind of pipe and installation, and shall be installed and kept in good repair by the customer at its expense.
- (9) A service line serving a premise shall not pass through or across any premises or property other than that to be supplied, whether or not an easement has been obtained, and no wastewater pipes or sanitary plumbing in any premises shall be extended therefrom to

adjacent or other premises. A customer service line shall not be connected to any type of plumbing not specifically designed for the conveyance of sanitary wastewater. Only Customers owning property in fee which directly abuts a street wherein there is an existing main of the Company will be permitted to attach a customer service line to the Company's main for the purpose of delivering wastewater thereto. It is understood that such property owned in fee by said prospective Customer shall be a complete standard building lot which complies with the existing zoning laws and regulations of the municipality in which such property is located. It is further understood that if such property owned in fee by a Customer is subsequently sold, the purchaser of such property will be entitled to receive wastewater service upon compliance with all of the provisions of this tariff, but that the seller of such property shall only be entitled to continue to receive service if such seller complies with all of the provisions of this tariff.

- (10) A new application must be made to, and approved by, the Company upon any change in the identity of the customer at a property, or in the service as described in the application, and the Company may discontinue the wastewater service until such new application has been made and approved.
- (11) Each application for service shall be made in conformity with the provisions of this tariff.
- (12) The Company, in its discretion, and with the agreement of the applicant, may enter into a Wastewater Collection Main Extension Agreement with alternative terms and conditions for funding of extensions if the Company concludes that the extension will provide a reasonable return on investment or otherwise is in the long term interest of its customers.
- (13) These provisions shall not be construed to apply to an extension, or portion thereof, undertaken for general system improvement or to connect any wastewater company or municipally-owned system acquired by the Company to the Company's collection system.
- (14) The Company may reject applications for service for the following reasons:
  - (a) Where such service is not available.
  - (b) Where such service might adversely affect the safety or adequacy of service furnished other customers present or prospective.
  - (c) When the applicant's piping installation is not in accordance with the Company's standard terms and conditions or any applicable plumbing codes.
  - (d) Where the applicant refuses to agree to comply with the Company's standard terms and conditions.
  - (e) When any valid bill to the applicant for water and/or wastewater service furnished at any previous or present location remains outstanding. However, the Company will accept applications in such situations if the customer agrees to a reasonable payment arrangement as agreed upon between customer and the Company.

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- (15) No customer shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, swimming pool water, sub-surface drainage, foundation or basement sump drainage, uncontaminated cooling water or unpolluted industrial process water.
- (16) No customer shall discharge or cause to be discharged the following described substances, materials, waters, or wastes without the prior written approval of the Company. Such wastes can harm the sewerage system or treatment process and/or equipment, have an adverse effect upon the receiving stream for the treated sewage, or can otherwise endanger life, limb or private property or create a nuisance. In forming the opinions as to whether or not to permit the discharge, the Company will consider the effect upon receiving sewers, as well as the conditions placed upon the Company by any local, state or federal regulations. Also refer to section Wastewater Control Regulations.

**Wastewater Collection Main Extension for an Applicant:**

1. An Applicant who requests a line extension shall execute a Wastewater Collection Main Extension Agreement. The cost of such wastewater main extension shall be estimated and shown in the Preliminary Memorandum. A Master Agreement may be executed for extensions that 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 Applicant. The company's construction overhead costs which relate to its administrative, engineering and inspection expenses will be expressed as a percentage of the total construction costs. The construction overhead percentage rate is applied to the applicant'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 Applicant shall be required to install the wastewater collection main, service lines and appurtenances through a pre-qualified contractor retained by the applicant and to pay all costs related thereto. The Company shall supply the applicant 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 Applicant will retain financial responsibility for the installation of mains, service lines and appurtenances as specified.
4. All construction costs, whether initially incurred by the applicant or the Company, related to the main extension shall be the responsibility of the Applicant.
5. Collection mains, service lines and appurtenance installation work shall be performed in accordance with the specifications and conditions of the Company.
6. All costs of materials, installations, permits, inspections and the company's construction overhead costs required to serve the Applicant's property shall be the responsibility of the Applicant. The Applicant shall contract directly with a pre-qualified contractor, recognized and approved by the Company, for all mains, service lines and appurtenances required to serve the project.

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7. Any construction involving pre-existing facilities of the Company including, but not limited to, relocation of existing facilities and connections of mains or service lines with existing facilities shall be the responsibility of the Applicant.
8. The Applicant's estimate of the cost of construction must be acceptable to the Company. Estimates which appear to be inaccurate may be rejected by the Company.
9. The Applicant 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 shall apply for the permits.
10. All construction shall be subject to inspection by Company personnel. No trenches shall be backfilled prior to approval from company inspectors.
11. The Applicant shall supply the company with an accurate "as built" set of plans for the construction project certified by either a professional engineer or surveyor. This "as built" set of plans shall be created on the version of AUTO CAD which is compatible with the Company's version of AUTO CAD. The plans shall be submitted electronically in a format readable by the Company. The plans shall contain coordinate geometry of the property or development roadways and/or lot layout, lot numbers, street addresses, street names, section, township and range information and locations of all mains, pipelines, service lines and manholes referenced from a fixed point, i.e. property corners and centerline of roadway intersections. Roadway stations are not acceptable for "as built" information. The properties of entities cannot be changed. The Applicant's Engineer of Record shall provide a letter certifying the "as built" information to be correct. A scanned reproduction will not be accepted as an original electronic file.
12. The Company, in its sole discretion, will not accept ownership of the collection mains or service lines or provide wastewater service to any connection therefrom until the Company determines: (1) that all construction related to installation of mains and service lines is properly completed, (2) that the facilities are acceptable for public service, (3) that all company costs have been paid, (4) that a proper accounting of the construction costs has been provided to the Company, and (5) that the Company has received the "as built" plans as specified in Paragraph 12 above.
13. Following completion of the construction of facilities, ownership of all mains, service laterals and appurtenances 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 be provided, at no cost to the Company, appropriate rights of way to provide future access for repair, maintenance, replacement or other related reasons.
15. Upon completion of the installation of the extension, a final memorandum shall be prepared and completed by the Applicant and signed by both parties showing the actual costs and the Company construction overhead costs.
16. The Applicant shall warrant and be responsible for all maintenance of facilities constructed by the Applicant and holds the Company harmless against all costs, expenses and losses, including, without limitation, incidental and consequential damages resulting from any

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defects in the facilities, including, without limitation, defects in material and workmanship, which are discovered or arise within a two (2) year period following the transfer of ownership of the facilities to the company. As security for the Applicant's performance of its representation and warranty, simultaneously with the conveyance of the facilities to the Company, the Applicant shall deliver to the Company an executed contract bond in form and substance satisfactory to the Company in the amount of twenty five percent (25%) of the total cost of the extension. The contract 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 a contract bond for a surety company, must file with such bond a certified copy of his power of attorney authorizing him to do so. Subject to the approval of the Company, the Applicant may elect to deliver to the Company a contract bond in compliance with all requirements herein and in a form acceptable to the Company, from the Applicant's contractors as the principal with the Applicant and the Company as co-obligees. The contract bond shall remain in force for two (2) years following the date of the transfer of ownership of the facilities to the Company, as defined herein. Once the Company is aware of a defect in the facilities, the Applicant will be notified of the defect within ten (10) days. If the Applicant fails to make or commence timely repairs or replacements of any defects in the facilities discovered or arising within said two (2) year period, the Applicant or his surety shall be liable to the Company for all costs arising therefrom. All documents referred to in or required by this paragraph shall be a form acceptable to the Company.

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**Wastewater Collection Main Extension Agreement**

C.E.A. No. \_\_\_\_\_

THIS AGREEMENT, made this \_\_\_\_ day of (MONTH)\_\_\_\_, (YEAR) by and between (hereinafter called the "APPLICANT"), and Veolia Water Pennsylvania, Inc., a Pennsylvania Corporation, (hereinafter called The "COMPANY").

WHEREAS, the Applicant has requested the Company to extend its wastewater mains to service areas or property, the dimensions and locations of which do fully and accurately appear on a certain plan attached to this agreement, made a part hereof and marked Exhibit "A"; and

WHEREAS, the Applicant is willing and desires to bear the cost thereof.

NOW, THEREFORE, IN CONSIDERATION OF THESE PRESENTS, the parties, intending to be legally bound hereby, mutually promise, covenant and agree as follows:

- (1) Prior to the execution of this Agreement, the Applicant hereby agrees to give to the Company, a written estimated cost for the wastewater collection main extension including mains, service lines, manholes and other appurtenances. In addition the applicant hereby agrees to deposit with the Company an amount in cash equal to the company's construction overhead percentage rate of the total Estimated Cost of the wastewater collection main extension and any additional facilities. The Applicant also hereby agrees that the installation and materials selected for the extension shall conform to the Company's specifications.
- (2) The Estimated Cost shall be the estimated cost of the extension, including the collection mains, service lines, manholes and the estimated cost of any other facilities which the Company shall have decided are required to render adequate service. Costs for all facilities are Contributions in Aid of Construction which shall not be subject to refund.
- (3) Prior to the execution of this Agreement, a Preliminary memorandum in the form attached to this agreement shall be prepared by the Applicant and signed by both parties showing the estimated cost and deposit required in accordance with the foregoing provisions. Upon completion of the installation of the extension, a Final Memorandum in the form attached to this agreement shall be prepared by the Applicant and signed by both parties showing the actual cost and the company's construction overhead costs on the same calculation as set forth above but by using the actual cost of the extension including the collection mains, service lines, manholes and other appurtenances. If the required company's actual construction overhead costs shown to be due on the final memorandum differs from the estimated construction overhead costs shown on the preliminary memorandum, then the construction overhead costs will be adjusted. The Applicant will deposit any additional amount shown to be due, without interest within 30 days of notification of said adjustment, or the company will refund to the applicant any excess amount shown to have been deposited without interest, it being the intent of this agreement that the company's construction overhead costs shall be based on actual installation costs. Failure to make any such additional deposit may result

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in wastewater service being refused or discontinued subject to Pennsylvania Public Utility Commission regulations.

- (4) The Applicant, upon receipt of the signed agreement and the Company approved estimated amount for the wastewater collection main extension, will begin the installation of the wastewater collection main extension, together with the necessary service lines, manholes, fittings and other appurtenances, all to be installed by a Contractor approved by the Company at locations and places more fully and completely described on attached Exhibit "A".
- (5) The Company agrees that the above wastewater collection main extension shall be as described in the attached Exhibit "A". The customer's service lines shall be of such sizes and in such locations as shall be agreed to by the Company and shall terminate immediately inside the curb line or at the limits of private rights-of-way.
- (6) The Applicant covenants and agrees that the Applicant will indemnify the Company against any and all loss or damage which the Company may suffer as a result of any damage to its wastewater mains, service lines, or manholes by the Applicant, Applicant's employees, agents, servants, workmen or any contractors or subcontractors employed by the Applicant: (a) in the development of and construction upon the lots or properties abutting upon the streets or rights-of-way in which wastewater mains are to be constructed pursuant to this agreement; or, (b) in the construction of the wastewater facilities pursuant to this agreement.
- (7) The Applicant covenants and agrees that the Applicant will secure, at Applicant's sole cost and expense, the approval (if any be required) of the proper regulatory governmental body having jurisdiction thereof as to the established subgrades of the streets or rights-of-way in which water mains are to be installed pursuant to this agreement.
- (8) Applicant will grant to the Company an irrevocable easement, at no cost to Company, for the maintenance, operation, repair and replacement of said main extension, service lines, manholes and appurtenances within the limits of any existing or proposed street, avenue, roadway, private property or easement area, together with right of ingress and egress thereto, in a form satisfactory to the Company and duly executed and acknowledged in proper form for recording.
- (9) It is further understood and agreed by and between the parties hereto that the Applicant's agreement to construct the said extension is subject to the Applicant obtaining all necessary consents, orders, permits and approvals of public officers or public bodies having jurisdiction over or lawful interest in any of the subject matters herein. In the event that the Applicant, after prompt application and diligent effort is unable to obtain the necessary consent, order, permit or approval as aforesaid, or in the event that the Applicant is enjoined or prevented by lawful action of any such public officer or official body from constructing the said extension, the Company's sole obligation will be to repay the Applicant the amount advanced for the Company's construction overhead costs less the cost which is incurred by the Company in conjunction with the wastewater collection main extension and appurtenances which are the subject of this Agreement.

- (10) Applicant agrees that before the commencement of work, the Applicant will clearly mark upon the ground by means of stakes or in some other equally positive manner the exact lines and grades to which the street, highway, or land in which the said wastewater pipes are to be laid is to be finally built and that he will grade the said street, highway, or land so that it will be at all points within less than one (1') foot of the above finished grades before the work of installing the said wastewater pipes commences. Applicant shall certify compliance with this requirement by submitting a letter to the Company in the form of Appendix A, attached hereto, prior to commencement of construction. The Company, however, shall not permit the Applicant's contractor to lay pipes according to lines or grades of which the Company does not approve. And it is agreed that if, any time prior to the dedication and acceptance as a public street or highway by the governing body of any street or highway under which wastewater mains are laid in conformity with this agreement, it shall become necessary to change or move the said pipes or their appurtenances by reason of any change or alteration in the lines or grades of the street, highway, or land in which they are laid, then the expense of such change or moving of said pipes and their appurtenances, and any other expense incidental thereto, shall be borne by Applicant. And its also agreed that the applicant shall supply the company with an accurate "as built" set of plans for the construction project.
- (11) It is agreed by Applicant that the Applicant will not build at any time hereafter on, in, or over the said easement any structure, the construction or presence of which will endanger or render ineffective or difficult of access the wastewater pipes or appurtenances of the Company, or lay other pipes or conduits within four (4') feet, measured horizontally, from the said wastewater pipe except pipes crossing same at right angles in which latter case a minimum distance of eighteen (18") inches shall be maintained between the pipes. No excavation or blasting shall be carried on which in any way endangers the said wastewater pipes. Provided, however, that should the Applicant wish to do so it may, at its own expense, provide a new location acceptable to the Company for the said wastewater pipes and the Applicant's contractor will then move said wastewater pipes and appurtenances to said new location, and the whole cost of such moving and altering and any expense incident thereto, shall be borne by the Applicant.
- (12) After acceptance by the Company, the wastewater collection main extension as hereinbefore described with the necessary manholes, connections, fittings and other appurtenances shall be the property of the Company and no charge or lien upon them shall arise as a result of the refund agreement set forth in Paragraph Fourteenth hereof. The Company shall also have the right, by virtue of its ownership of said extensions, to make any additions to or extensions to said extension in its sole and absolute discretion.
- (13) Upon the completion of the aforesaid wastewater main extension the Company, upon proper application shall provide wastewater service to customers located along said extension in accordance with the rules and regulations of its published tariff.

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- (14) Refunds: Refunds shall be due to each original main line extension contract developer upon the connection of any customer exceeding the number of original prospective customers set out in the originally proposed extension. A one time refund per each additional customer shall be available for a period of ten years. During the first three years after date of the contract the one time refund shall be calculated at two times the annual revenue of the newly connected customer. For the period of four years to ten years after the date of the contract, the one time refund shall be calculated based on one year of annual revenue from the prospective customer. At no time shall the total of all refunds exceed the original cost of the main extension, excluding special facilities and appurtenances. Refunds shall be paid by the new connector to the Company. The Company shall then issue the refund to the original contractor.
- (15) It is agreed between the parties hereto that the Applicant shall execute this agreement within thirty (30) days from the date upon which this agreement is transmitted to the Applicant and that upon the failure of the Applicant to execute within the time mentioned, this agreement shall be void at the option of the Company.
- (16) This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties. However, it is understood and agreed between the parties hereto that the right to receive payment of refunds under the terms hereof shall be personal to the Applicant and the same shall not be assigned either as collateral security or otherwise.

IN WITNESS WHEREOF, the Applicant has hereunto set his hand and seal and the Company upon proper authority of its Board of Directors has caused this agreement to be executed by its Vice President, all on the day and year first above written.

ATTEST:

APPLICANT:

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

Veolia WATER PENNSYLVANIA. INC.:

\_\_\_\_\_

Vice President

Veolia Water Pennsylvania, Inc.

**PRELIMINARY MEMORANDUM**

This Preliminary Memorandum is executed by the parties hereto under and pursuant to the provisions of Paragraph First of a certain agreement in writing between the parties entered into on the \_\_\_\_ day of (month) , (year) for the installation by the Applicant of a certain wastewater main(s) therein described. It is, therefore, agreed and stipulated:

(a) Estimated Cost Collection Main(s)	\$ _____
(b) Estimated Cost of Manhole(s)	\$ _____
(c) Estimated Cost of Service Lines	\$ _____
(d) Estimated Cost of Other Facilities	\$ _____
(e) Subtotal	\$ _____
(f) Estimated Company Construction Overhead	\$ _____
(g) Total	\$ _____

This Preliminary Memorandum shall be attached to the original.

Dated:

Dated:

WITNESS:

Veolia WATER PENNSYLVANIA, INC.:

\_\_\_\_\_

\_\_\_\_\_  
Vice President

WITNESS:

APPLICANT:

\_\_\_\_\_

\_\_\_\_\_

Veolia Water Pennsylvania, Inc.

**FINAL MEMORANDUM**

This Final Memorandum is executed by the parties hereto under and pursuant to the provisions of Paragraph First of a certain agreement in writing between the parties entered into on the \_\_\_ day of (month), (year) for the installation by the Applicant of a certain wastewater collection main(s) therein described. It is, therefore, agreed and stipulated:

(a) Actual Cost Collection Main(s)	\$ _____
(b) Actual Cost of Manhole(s)	\$ _____
(c) Actual Cost of Service Lines	\$ _____
(d) Actual Cost of Other Facilities	\$ _____
(e) Subtotal Actual Costs	\$ _____
(f) Actual Company Construction	\$ _____
(G) Total	\$ _____

This Final Memorandum shall be attached to the original.

Dated:

WITNESS:

VEOLIA WATER PENNSYLVANIA, INC.:

\_\_\_\_\_

\_\_\_\_\_  
Vice President

WITNESS:

APPLICANT:

\_\_\_\_\_

\_\_\_\_\_



Veolia Water Pennsylvania, Inc.

**APPENDIX A**

CEA DC \_\_\_\_\_

AGREEMENT DATED \_\_\_\_\_

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

Regarding the installation of wastewater mains in the plan of \_\_\_\_\_ under an Agreement dated \_\_\_\_\_ we hereby certify that the subgrades have been established and that the lines and grade stakes have been installed by \_\_\_\_\_ our Engineer (Name) \_\_\_\_\_ (Phone), and that the necessary grading of the area for wastewater mains has been completed, and that all other utilities to be installed at a greater depth have been completed. Further, we hereby set forth below any changes in the official approved plan for any unusual or unexpected conditions which would affect the horizontal or vertical locations of the wastewater collection mains.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

**RULES AND REGULATIONS**

**SERVICE CONNECTION:**

- (1) The Company will make all connections to its collection mains .
- (2) All service laterals from the curb or property line to the customers' premise shall be approved by the Company as to size, kind of pipe and installation, and shall be kept in good repair by the customer at his expense.
- (3) No service lines shall be laid in the same trench or with less than four feet horizontal separation and 18 inches vertical separation from any gas pipe, water pipe, buried electric or telephone wires, or any other facility of a public service company or authority; and no line shall be laid within four feet horizontally of any open excavation vault, embankment or ditch.
- (4) All leaks in service lines from the curb to the premises served shall be promptly repaired by the customer using a licensed plumber. On failure to make such repairs, with reasonable dispatch, the Company may discontinue the wastewater service and it will not be returned to service until repairs are completed. Residential customers will be notified in accordance with Section 56.71 of the consumer standards and billing practices for residential service.
- (5) The Company shall, in no event, be responsible for maintenance of, or for damage done by, wastewater escaping from the service line or any other pipe or fixture on the customer side of the property line; and the customer, at all times, shall comply with state and municipal regulations in reference thereto and shall make any changes thereon which may be required because of change of grade, relocation of mains, or otherwise.
- (6) A customer shall not use, or allow use of wastewater service through his service facilities for others or for purposes other than those covered by his application. To make service available for other purposes or character of use, a new application and contract is required.
- (7) No direct connection of pumping equipment for any proposed or cross-connection with any other piping system will be allowed unless approved in writing by the Company.
- (8) The Company may refuse to connect with any piping system or to furnish wastewater service through one already connected if such system is not properly installed or maintained.
- (9) The company has established maximum water use criteria for certain plumbing fixtures installed in all new construction or any renovation. The standard has been implemented to achieve maximum efficiency of water use which the Commission may determine is technologically feasible and economically justified.

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

<u>Plumbing Fixture</u>	<u>Maximum Water Use</u>
Water Closet	1.6 gallons/flush
Urinals	1.5 gallons/flush

- (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.

BILLING AND PAYMENT STANDARDS:

- (1) The Company shall render a bill once every billing period to every customer in accordance with approved rate schedules. . Bills rendered will show a due date of twenty (20) days after the date the bill is mailed for residential customers and fifteen (15) days after the date the bill is mailed for commercial/public authority, industrial, sales for resale, public fire and private fire customers, except as provided by law for governmental entities. Payment received by the Company more than five (5) days after the due date will be charged a penalty of 1.50%, and such penalty will be calculated monthly thereafter only on the overdue portion of the bill. In no event shall the penalty charged exceed 18% annually.
- (2) Except as provided in this section, the Company shall render bills based on actual meter readings by company personnel.
- (3) This Section shall not apply to customers billed on a seasonal basis in accordance with terms included in the tariff of the Utility.
- (4) The Company may estimate usage of service every other billing period, as long as the Company provides each customer with the opportunity to read the meter and report the quantity of usage in lieu of such estimated bill. The resulting bills shall be based on such information provided; except for an account where it is apparent that the information is clearly erroneous.
  - (i) Upon the request of the customer, the Company shall, at least annually, provide pre-addressed postcards on which the customer may note the reading. The Company shall provide additional pre-addressed postcards on request.
  - (ii) The Company may establish due dates by which such postcards must be received in order for a bill to be based upon the customer's or occupant's meter reading. If a customer's reading is not received by that due date, the Company may estimate the quantity of usage.
- (5) Limitation of Liability, because wastewater bills are based upon water usage, if a water company has estimated bills and if the customer or occupant during the period has consumed an amount of water in excess of his normal seasonal usage

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- because of a verified leak that could not reasonably have been detected or other unknown nonbeneficial loss of water, the customer shall not be liable for more than 150% of the average amount of water consumed for the corresponding period during the previous season.
- (6) The Company may estimate the bill of any customer if extreme weather conditions, emergencies, equipment failure, work stoppages or other circumstances prevent an actual meter reading.
  - (7) The Company may estimate the bill of any customer if Company personnel are unable to gain access to obtain an actual meter reading so long as:
    - (i) The Company has undertaken reasonable alternative measures to obtain a meter reading including, but not limited to, the provision of pre-addressed postcards upon which the customer may note the reading or telephone reporting of the reading, and
    - (ii) The Company, at least every six months, obtains an actual meter reading to verify the accuracy of the readings, either estimated or customer read.
  - (8) Notice. The utility shall inform new customers, and annually shall inform existing customers, of their rights under this section.
  - (9) Charges for other than basic service, such as meter testing fees and other special charges shall be billed separately.

DISCONTINUANCE OF SERVICE:

29. GENERAL

- (1) Any customer who is about to vacate any premises supplied with wastewater service, or who for any reason wishes to have service discontinued, shall give at least seven days notice to the Company and any non-customer occupant, specifying the date that service should be discontinued. In the absence of such notice, the customer shall be responsible for all services rendered.
- (2) In the event of discontinuance or termination of service at a residence or dwelling, the Company may transfer any unpaid balance to any new residential service account of the same customer.
- (3) When premises of Company water customers will be unoccupied temporarily, the customer shall notify the Company in writing, and the water will be turned off, the meter removed and all charges will cease from the date when water service is turned off. When the property is again occupied, the Customer shall notify the Company in writing, and the water will be turned on. No refund or allowance will be made for unoccupied property when written notice had not been given as provided above. No refund will be allowed for property unoccupied for a period less than one month. The customer will sign a new application for service before the water is turned back on.

- (4) In cases of vacancy of a customer's property, the customer must notify the Company in writing of such vacancy. The customer will become responsible for any damage to the property of the Company arising from loss through theft, freezing, water damage, injury to meter, or any other failure. The charge for damage to the Company's meter shall be the actual cost of replacement of the meter plus a reasonable fee for appropriate labor and overheads, as specified in the Company's tariffs.

30. INTERRUPTION AND DISCONTINUANCE OF SERVICE

- (A) The Company may temporarily interrupt service when and where necessary to effect repairs or maintenance, to eliminate an imminent threat to life, health, safety or substantial property damage, or for reasons of local, state or national emergency.
  - (1) Interruption with prior notice. When and where the Company knows in advance of the circumstances requiring the service interruption, prior notice of the cause and expected duration of the interruption shall be given to customers and occupants who may be affected.
  - (2) Interruption without prior notice. Where service must be interrupted due to unforeseen circumstances, notice of the cause and expected duration of the interruption shall be given as soon as possible, to customers and occupants who may be affected.
  - (3) Notification Procedures. Where customers and occupants are to be notified pursuant to this Section, the Company shall take all reasonable steps, such as personal contact, phone contact, and use of the mass media, to notify affected customers and occupants of the cause and expected duration of the interruption.
  - (4) Permissible duration. Service may be interrupted for only such periods of time as are necessary to protect the health and safety of the public, to protect property, or to remedy the situation which necessitated the interruption; and service shall be resumed as soon as practicable thereafter.  
(5) The Company shall not be liable for any damage or inconvenience suffered by the customer, or for any claim for interruption in service, lessening of delivery capability, or any other cause. The Company may restrict or regulate the quantity of wastewater delivered by customers in case of excess flow or whenever the public welfare may require it.
- (B) The Company may discontinue service without prior written notice under the following circumstances:
  - (1) Customer's residence. When a customer requests a discontinuance at his residence, when the customer and members of his household are the only occupants.
  - (2) Other premises or dwellings:

- (i) When a customer requests discontinuance at a dwelling other than his residence; or at a single meter multi-family residence, whether or not his residence, but in either case, only under the following conditions:
  - (a) The customer states in writing that the premises are unoccupied and such statement shall be on a form conspicuously bearing notice that information provided by the customer will be relied upon by the Pennsylvania Public Utility Commission in administering a system of uniform service standards for public utilities, and that any false statements are punishable criminally; or
  - (b) The occupant(s) affected by the proposed cessation inform the Company orally or in writing of their consent to the discontinuation.
- (ii) Where the conditions set forth in subsection (i) of this paragraph have not been met, the customer will continue to be responsible for payment of utility bills until the Company terminates service.

(C) Liability for Damages:

- (1) Unless an interruption of service, property damage or any other inconvenience suffered by a customer is caused by the reckless and/or willful misconduct of the Company, the total liability of the Company to a customer or other person shall not exceed \$500, even if the Company's conduct would constitute ordinary negligence.
- (2) The Company shall have no liability for loss of service, property damage or any other inconvenience suffered by a customer due an "act of God" or any situation in which the action or inaction of the Company did not contribute to the harm.

TERMINATION OF SERVICE

31. GROUNDS FOR TERMINATION

- (A) Utility service to any dwelling may be terminated for one or more of the following reasons:
  - (1) Nonpayment of an undisputed delinquent account.
  - (2) Unreasonable refusal to permit access to meters, service connections and other property of the Utility, for the purpose of maintenance, repair or meter reading.
  - (3) Unauthorized interference with, or diversion or diversion or use of, the utility service delivered on or about the affected dwelling.

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- (4) Failure to comply with the material terms of a settlement or amortization agreement.
  - (5) Fraud or material misrepresentation of identity for the purpose of obtaining utility service.
  - (6) Tampering with meters or other utility equipment.
  - (7) Violating any tariff provisions on file with the Commission, so as to endanger the safety of any person or the integrity of the wastewater collection system of the Company.
  - (8) Water service shall be terminated for non-payment of wastewater services.
- (B) Except in emergencies, service shall not be terminated for nonpayment of charges, or for any other reason, during the following periods:
- (1) On Friday, Saturday or Sunday.
  - (2) On a bank holiday or on the day preceding a bank holiday.
  - (3) On a holiday observed by the Company or on the day preceding such holiday. A holiday observed by the Company shall mean any day on which the business office of the Company is closed to observe a legal holiday, to attend Company meetings or functions, or for any other reason.
  - (4) On a holiday observed by the Commission or on the day preceding such holiday.
- (C) Unless expressly and specifically authorized by the Commission, service shall not be terminated, nor will a termination notice be sent, for any of the following reasons:
- (1) Nonpayment for concurrent service of the same class received at a separate metering point.
  - (2) Nonpayment for a different class of service, received at the same or a different location. Service may be terminated however, when, under the Company's tariff, a change in classification is necessitated upon the completion of construction work previously billed at a different rate applicable during construction.
  - (3) Nonpayment, in whole or in part: for meter testing fees or the special charges that are not essential to delivery or metering of service.
  - (4) Nonpayment of bills for delinquent accounts of the prior customer at the same address.

- (5) Nonpayment of, or failure to restore, a deposit applied to a delinquent account which is based all or in part on a “make-up” bill for previously unbilled utility service, resulting from: utility billing error, meter failure, leakage that could not reasonably have been detected or loss of service not caused by the customer or occupant; or two or more consecutively estimated bills, if the “make-up” bill exceeds the otherwise normal, estimated bill of 50%. This section shall not prohibit termination where the Company reviews the bill with the customer and offers to enter into an amortization agreement which may, at the customer’s option, extend at least as long as the period during which the excess amount accrued; or at least as long as necessary so that the quantity of service billed in any one billing period will not be greater than the normal estimated quantity for such period plus 50%.
- (6) noncompliance with an amortization agreement prior to the due date of the bill which forms the basis of the agreement.
- (7) Nonpayment of charges for utility service furnished more than two years prior to the date the bill is rendered.
- (8) Nonpayment of residential service already furnished in the name or names of persons other than the customer, unless a court, district justice or administrative agency has determined that the customer is legally obligated to pay for the service previously furnished. This section shall not affect a Company’s creditor rights and remedies otherwise permitted by law.
- (8) Nonpayment of charges calculated on the basis of estimated billings, unless the estimated bill was required because Company personnel were unable to gain access to the affected premises to obtain an actual meter reading on two occasions and have made a reasonable effort to schedule a meter reading at a time convenient to the customer or occupant.
- (10) Nonpayment of delinquent accounts which occurred over two billing period or more; which remain unpaid in whole or in part for six months; and which amount to a total delinquency of less than \$25.

32. NOTICE PROCEDURES PRIOR TO TERMINATION

- (1) Company will comply with all current termination procedures as established by Pennsylvania law or regulations. The Company at its discretion may use a less stringent termination procedure if they believe it to be in the best interest of the Company and the Customer..
- (2) A utility shall not mail or deliver a notice of termination if a notice of dispute has been filed and is unresolved, and if the subject matter of the dispute forms the grounds for the proposed termination. Any notice mailed or delivered in contravention of this section shall be void.
- (3) Except when authorized by Section 30 - Grounds for Termination, the Company shall not interrupt, discontinue or terminate service without personally contacting the customer or a responsible adult occupant at least three days prior to such interruption, discontinuance or termination, in addition to providing such other

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notice as specified by the Company's properly filed tariff or as required by Commission directive. For purposes of this section personal contact shall mean:

- (a) Contacting the customer or responsible adult occupant in person or by telephone; or
  - (b) Contacting another person whom the customer has designated to receive a copy of any notice of termination, other than a member or employee of the Commission; or
  - (c) If the customer has not made the designation noted in paragraph (b) of this section, contacting a community interest group or other entity, including a local police department, which previously shall have agreed to receive copy of the notice of termination and to attempt to contact the customer; or
  - (d) If the customer has not made the designation noted in paragraph (b) of this section, and there is no community interest group or other entity which previously has agreed to receive a copy of the notice of termination, contacting the Commission in writing.
  - (e) Termination, prohibited. If evidence is presented which indicates that payment has been made, a serious illness or medical condition exists, or a dispute or complaint is properly pending; or, if the employee is authorized to receive payment and payment in full is tendered in any reasonable manner, termination shall not occur.
  - (f) Methods of payment. Payment in any reasonable manner includes payment by personal check, unless the customer within the past year has tendered a check which has been returned for insufficient funds or for which payment has been stopped, or cash, money order, or credit card.
- (5) If no prior contact has been made, then the employee shall not terminate service but shall conspicuously post a termination notice at the customer's residence and the affected premises advising that service will be discontinued not less than 48 hours from the time and date of posting.
  - (6) When service is actually terminated, notice or a written statement which contains the address and telephone number of the Company where the customer or occupant may arrange to have service restored as well as a "medical emergency notice" form shall be conspicuously posted, or delivered to a responsible person at the customer's residence and at the affected premises.

33. PROCEDURES UPON CUSTOMER OR OCCUPANT PRIOR TO TERMINATION:

- (A) If at any time after the issuance of the initial termination notice and prior to the actual termination of service, a customer or occupant contacts the Company concerning a proposed termination, an authorized Company employee shall fully explain:
  - (1) The reasons for the proposed termination;

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- (2) All available methods for avoiding a termination, including:
    - (i) tendering payment in full or otherwise eliminating the grounds for termination, and;
    - (ii) entering into a settlement or amortization agreement;
  - (3) The customer's right to file a dispute with the utility, and, thereafter, an informal complaint with the Commission;
  - (4) The procedures for resolving disputes and informal complaints, including address and telephone number of the utility and of the nearest regional Commission office;
  - (5) The customer's duty to pay any portion of a bill which he does not honestly dispute; and
  - (6) The medical emergency procedures.
- (B) The Utility, through its employees, shall exercise good faith and fair judgment in attempting to enter a reasonable settlement or amortization agreement, or otherwise equitably resolve the matter. Factors to be taken into account when attempting to enter into a reasonable settlement or amortization agreement shall include, but not be limited to, the size of the unpaid balance, the customer's ability to pay, the customer's payment history and the length of time over which the bill accumulated.

34. USE OF TERMINATION NOTICE SOLELY AS COLLECTION DEVICE PROHIBITED.

The Company shall not threaten to terminate service when it has no present intent to terminate service or when actual termination is prohibited under this tariff; notice of the intent to terminate shall be used only as a warning that service will in fact be terminated in accordance with the procedures set forth by this tariff unless the customer or occupant remedies the situation which gave rise to the Company's enforcement efforts.

CUSTOMER DEPOSITS:

35. GENERAL - The Company may require an existing customer to post a deposit only under the following circumstances:
- (1) Delinquent accounts. Whenever a customer has been delinquent, as hereinabove defined, in the payment of any two consecutive bills, or three or more bills within the preceding 12 months.
    - (i) Prior to requesting a deposit under this paragraph, the Company shall give the customer written notification of its intent to request a cash deposit if current and future bills continue to be paid after the due date.

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- (A) Notification shall clearly indicate that a deposit is not required at this time, but if bills continue to be paid after the due date then a deposit will be required.
  - (B) Notification may be mailed or delivered to the customer together with a bill for utility service.
  - (C) Notification shall set forth the address and phone number of the Company office where complaints or questions may be registered.
  - (D) A subsequent request for deposit shall clearly indicate that a customer should register any question or complaint about that matter prior to the date the deposit is due. The request shall also include the address and telephone number of the Company office where questions or complaints may be registered.
    - (ii) Except in the case of adjustment to equal monthly billing plans, the Company may issue a notification or subsequent request for a deposit based in whole or in part on a delinquent account arising out of a “make-up” bill for previously unbilled error; meter failure; leakage that could not reasonably have been detected or loss of service; or two or more consecutively estimated bills, under the following conditions:
  - (E) Where a “make-up” bill exceeds the otherwise normal estimated bill by at least 50%, the Company shall review the bill with the customer and make a reasonable attempt to enter into an amortization agreement.
    - (i) The period of the amortization agreement may, at the customer’s option, extend at least as long as the period during which the excess amount accrued or at least as long as necessary so that the quantity of service billed in any one billing period is not greater than the normal estimated quantity for such period plus 50%.
    - (ii) Compliance with an amortization agreement discharges the delinquency and a notification or request for deposit shall not thereafter be issued based on the “make-up” bill.
  - (F) Where a “make-up” bill exceeds the otherwise normal estimated bill by at least 50%, and the customer makes payment in full after the bill is delinquent but before a notification or request for deposit shall not thereafter be issued based on the “make-up” bill.
- (2) Condition for the reconnection of service. The Company may require a deposit as a condition for the reconnection of service following a termination.
  - (3) Failure to comply with settlement or amortization agreement. The Company may require a deposit, whether or not service has been terminated, when a customer

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fails to comply with a material term or condition of a settlement or amortization agreement.

- (4) Payment period for deposits. The due date for payment of a deposit other than a deposit required as a condition for the reconnection of service under A-2 above, shall not be less than 21 days from the date of the amount due. An applicant may elect to pay any required deposits in three installments: 50% payable upon the determination by the Utility that the deposit is required, 25% payable thirty days after such determination, and 25% payable 60 days after such determination.
- (5) Whenever a customer is required to make a deposit the requirement may be required either by posting a cash deposit or becoming a member in good standing of a composite group.

36. CASH DEPOSITS:

(A) Amount -

- (1) Applicants. The Company shall not require a cash deposit from an applicant in excess of the applicant's average estimated bill for a period equal to one billing period plus one additional month's service, not to exceed four months.
- (2) Existing customers. For an existing customers, the cash deposit shall not exceed the estimated charges for service based on that customer's prior consumption for the class of service involved for a period equal to one average billing period plus one average month, not to exceed four months.

Application of Deposit:

- (1) Where a customer has paid a deposit but has failed to pay an undisputed bill, or portion of an undisputed bill, immediately prior to the termination of service to that customer, the Company shall apply that customer's deposit insofar as it is necessary to satisfy such bill and to avoid termination, and may require that the deposit be restored to its original amount. The Utility shall mail or deliver a statement showing the amount of the original cash deposit, accrued interest, the amount of any unpaid bills satisfied, and balances remaining. Said statement may be included in a termination notice.

Refund of Deposit:

- (1) Interest at the rate determined by the PUC shall be paid at the rate governed by 52 Pa Code Chapter 56.
- (2) Termination or discontinuance of service. Upon termination or discontinuance of service, the Company shall promptly apply the customer's deposit, including accrued interest, to any outstanding balance for utility service and refund the remainder to the customer.

- (3) Prompt payment of bills. After a customer has paid bills for service for 12 consecutive months without having service termination and without having paid his bill subsequent to the due date or other permissible period as stated in this tariff on more than two occasions, the utility shall refund the cash deposit, plus accrued interest, so long as the customer currently is not delinquent.

TEMPORARY SERVICE:

37. Temporary service for short-term use of 12 months or less. The Company will require the customer to pay all costs in advance for making the service connection and removing the service equipment after the service has been discontinued, or to pay a fixed amount in advance to cover such expenses. However, if such equipment is removed within four years, the customer shall be credited with the reasonable salvage which the Company will receive on discontinuance of service.
38. Where the customer is temporary he shall make application for service and advance an amount equal to an estimated gross bill for any single billing period plus one month. The customer shall pay for wastewater at the Company's metered rates and upon discontinuance of service the Company shall refund the deposit, less any wastewater charges unpaid.
39. The Company reserves the right to refuse temporary service between October 15 and April 15 to prevent freezing of lines and meters.
40. Bills for temporary wastewater service are payable and due after service is rendered and upon presentation.

EMERGENCY PROVISIONS:

The Company shall not terminate, or refuse to restore, service to any premises when any occupant therein is certified by a physician to be seriously ill or affected with a medical condition which will be aggravated by a cessation of service or failure to restore service. Procedures set forth in 52 Pa. Code § 56.111 through 56.118 will be followed. Whenever service is restored or termination postponed pursuant to the medical emergency procedures, the customer shall retain a duty to equitably arrange to make payment on all bills.

42. TERMINATION AT ANY PREMISES OTHER THAN THE CUSTOMER RESIDENCE :

- (1) Prior to termination of service, the Company shall notify the landlord customer of the proposed termination, in writing, by mail or hand delivery, at least 37 days before the date of termination. Said notice shall also request the names and addresses of affected tenants.
- (2) Notify each dwelling until reasonably likely to be occupied by an affected tenant of the proposed termination, in writing, by first class mail or otherwise hand delivered, making two separate attempts at personal service, at least seven days after notice to the landlord customer and at least 30 days before the termination of service.

- (3) Notify each dwelling unit reasonable likely to be occupied by an affected tenant of the proposed termination, in writing, by first class mail or otherwise hand delivery, making two separate attempts at personal service, at least ten days before the termination of service.
- (4) Notify the following agencies which serve the community in which the affected premises are located, in writing, at the time of delivery of notice to the tenants, of the proposed termination not less than ten days before the proposed termination of service.
- (i) The Department of Licenses and Inspections of any city of the first class.
  - (ii) The Department of Public Safety of any city of the second class or third class.
  - (iii) The City or county Public Health Department or, in the event that such a department does not exist, the State Department of Health office responsible for that county.
- (5) Landlord Customer's Notice contents as required by paragraph (1) above.
- (i) The reason(s) for the proposed termination.
  - (ii) The date on or after which service will be terminated.
  - (iii) The date on or after which the company will notify tenants of the proposed termination and their rights.
  - (iv) The right of the landlord customer to stay the notification of tenants by filing a complaint with the Commission disputing the right of the utility to terminate service.
- (6) Tenants' Notice contents as required by paragraph (2) and (3) above.
- (i) The date on which the notice is rendered.
  - (ii) The date on or after which service will be terminated.
  - (iii) The circumstances under which service to the affected tenants may be continued.
  - (iv) The bill for the thirty-day period preceding the notice to the tenants.
  - (v) The statutory rights of a tenant to:
    - (a) Deduct the amount of any direct payment to the utility from any rent payments then or thereafter due.

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- (b) Protection against any retaliation by the landlord for exercising such statutory right.
- (c) Recover money damages from the landlord for any such retaliation.
  - (vi) That tenants may make payment to the utility on account of non-payment of charges by the landlord customer only by check or money order drawn by the tenant to the order of the utility.
  - (vii) A telephone number at the utility and at the Commission which a tenant may call for an explanation of his/her rights.

THIRD PARTY NOTIFICATION:

43. The Company shall permit its customers to designate a consenting individual or agency which is to be sent, by the Company, a duplicate copy of all reminder notices, past due notices, delinquent account notices or termination notices of whatever kind issued by the Company. When contact with a third party is made, the Company shall advise the third party of the pending action and the efforts which must be taken to avoid termination. The Company shall institute and maintain a program:
- (1) To allow customers to designate third parties to receive copies of a customer's or group of customers' notices of termination of service:
  - (2) To advise customers of the availability of such a third party notification program and to encourage their use thereof; and
  - (3) To solicit community groups and police to accept third party notices in order to assist in preventing unnecessary terminations and protecting the public health and safety.

DISPUTES; TERMINATION DISPUTE; INFORMAL AND FORMAL COMPLAINTS:

44. Any notice of dispute, including termination disputes, shall proceed in the first instance, according to the provisions set forth in Chapter 56 of Title 52 of the Pennsylvania Code (regarding "Disputes").

RESTORATION OF SERVICE:

45. When service to a dwelling has been terminated, the Company shall reconnect service by the end of the first full working day after receiving:
- (1) Full payment of any outstanding charges plus a reasonable reconnection fee as specified in the Company's tariff or that which may be the subject of an amortization agreement; or

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- (2) Payment of all amounts currently due according to a settlement or amortization agreement, plus a reasonable reconnection fee which may be a part of the settlement or amortization agreement; or
- (3) Adequate assurances that any unauthorized use or practice will cease, plus full payment of the Company's reasonable reconnection fee which may be subject to an amortization agreement; and
- (4) Compliance or adequate assurance of compliance with any applicable provision for the establishment of credit, posting of deposits or guarantees.

PERSONNEL AVAILABLE TO RESTORE SERVICE:

46. The Company shall have adequate personnel available to restore service when required under these Rules and Regulations.

MISCELLANEOUS:

47. Water shall not be turned on to any customer's premises by any person who is not an agent of the Company, except temporarily by a plumber, with Company approval, to enable him to test his work, provided it shall be turned off immediately after the test is made.
48. The authorized agents of the Company shall have the right of access, at all reasonable hours, to the premises supplied with water and wastewater services for the purpose of reading meters, examining pipes and fixtures, observing manner of using water, and for any other purpose which is proper and necessary in the conduct of the Company's business. Such agents shall carry proper credentials evidencing their employment by the Company.
49. The Pennsylvania Public Utility Commission requires the Company to obtain an actual reading on each of its meters at least once a year. Appointments to gain internal access to customers' premises will be scheduled by the Company. Appointments made during normal business hours or for other than normal business hours will be honored without charge to the customer.
50. No customer shall open or close any of the Company's valves in any public or private line.
51. No agent or employee of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter or intent of these rules and regulations.
52. The Company reserves the right to alter or amend these rules and regulations in the manner provided by law.

**Wastewater Control Regulations**

1. General:

- (a) No storm water from pavements, area ways, roof runoff water, foundation drains, floor drains, subsurface drains, water from springs, cooling water, basement sump pumps, unpolluted industrial or commercial process water or other sources shall be admitted to the Company mains.
- (b) The discharge of garbage to the sewer system is expressly prohibited. Properly shredded garbage may be discharged into the sewer system when expressly authorized by the Company.
- (c) This does not exclude or preclude pump-out of manholes by a utility company or of manholes on plant premises which should be kept in dry or reasonably dry conditions.
- (d) All service lines, connections and fixtures furnished by the customer shall be maintained by the customer in good working order. All valves, meters and appliances furnished by the Company and on property owned or leased by the customer shall be protected properly by the customer.
- (e) The Company may refuse to connect with any piping system or furnish wastewater collection, treatment and/or disposal through an existing service line if such system or line is not properly installed or maintained.
- (f) The discharge of any prohibited substance listed in the Wastewater Control Regulations of this tariff into the Company wastewater collection system is prohibited and can result in termination of service.

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

- (a) Wastes containing any gasoline, naphtha, fuel, oil or other liquids, solids or gases which by reason of their nature or quality may cause fire or explosion or be in any other way injurious to persons, the structures of the wastewater system or its operation.
- (b) Wastes having a temperature in excess of 120 degrees F. or less than 20 degrees F.
- (c) Washes having a pH lower than 6.0 or higher than 9.0 and/or having any corrosive property capable of causing damage or hazards to structures, equipment or personnel of the wastewater system. Wastes containing any noxious or malodorous gas or substance that either singly or by interaction with sewage or other wastes is likely in the opinion of the Company to create a public nuisance or hazard to life or prevent entry to sewers for their maintenance and repair.
- (d) Wastes containing ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, hair, chemical or paint residues, greases, paunch, manure, cotton, wool, plastic or other fibers, lime, slurry or any other solid or viscous materials of such character or in such quantity as in the opinion of the Company may cause an obstruction to the flow in sewers or otherwise interfere with the proper operation of the sewer system.

- (e) Wastes containing insoluble, non-flocculent substances having a specific gravity in excess of 2.65.
- (f) Wastes containing soluble substances in such concentration as to cause the specific gravity to be greater than 1.1.
- (g) Wastes containing any of the following substances in concentration exceeding those shown in the following table as measures by an acceptable method:

<u>Substance</u>	<u>Maximum Permissible Concentration</u>
Phenolic Compounds, e.g.,	
As C6H5OH	1.00 mg/l
Cyanides as CN	0.00 “
Cyanates as CNO	0.00 “
C.B.O.D. (5 day)	300.00 “
Iron as Fe	3.00 “
Trivalent Chromium as CR plus three	0.05 “
Hexavalent Chromium as CR plus six	0.05 “
Nickel as Ni	0.05 “
Copper as Cu	0.50 “
Lead as Pb	0.50 “
Zinc as Zn	0.50 “
Mercury as Hg	0.00 “

- (i) Wastes containing other matter detrimental to the operation of a sewage treatment plant or sanitary sewer causing erosion, corrosion or deterioration in sewers, equipment and structures of a sanitary or sewage treatment plant.
- (j) Wastes containing more than 100 mg/l by weight of tar, fat, oil or grease.
- (k) Wastes containing more than 10 mg/l of any of the following gases: hydrogen sulfide, sulfur dioxide, nitrous oxide, or any of the halogens.
- (l) Wastes containing a toxic or poisonous substance, in a sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals or create any hazard in the sewerage or system operation and such toxic wastes shall include, but not be limited to wastes containing cyanide, chromium and/or copper ions.
- (m) Any waste containing a toxic substance or substances in quantities sufficient to interfere with the biochemical processes of the sewage treatment works or that will pass through the sewerage treatment works and exceed the state and/or federal requirements in respect thereof.
- (n) Any waste containing radioactive isotopes.

3. Sampling and Analysis:

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- (a) All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in these rules may be determined in accordance with the latest edition of “Standard Methods for the Examination of Water and Wastewater” as prepared, approved and published jointly by the American Public Health Association, the American Water Works Association, and/or the Water Pollution Control Federation or other reference sources specified by regulatory agency requirements, such as “Methods for Chemical Analysis of Water and Wastes,” U.S.E.P.A. 1974 or its subsequent updated version.
  - (b) All measurements, tests, inspections 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 measurements, tests, inspections 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 order to measure, test, inspect, analyze and remedy the situation. Otherwise, the costs involved are to be borne by the Company. Costs assessed against a Customer pursuant to this Section shall be in addition to any other fees or charges by the Company. The costs shall be payable within 30 days of presentation of a bill for such costs by the Company to the Customer(s).
  - (c) Where the Company deems it advisable, it may require any person discharging wastes to install and maintain, at his or her own expense, in a manner approved by the Company or its representative, a suitable device to continuously measure and record the pH of the wastes so discharged.
4. Disposal of Wastes From Septic Tanks and Cesspools: No person shall dispose of wastes from septic tanks, cesspools, or other such sources of sanitary sewage 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 such repairs.

#### **Industrial and Commercial Service Limitations**

1. Monitoring Manhole: All new industrial and commercial customers shall install, as part of their service line, a manhole for the purpose of monitoring any waste stream generated at the site and entering the Company’s collection system. The manhole will be constructed according to Company specifications and in a manner that insures accessibility at all times.
2. Pretreatment: All industrial and commercial waste proposed for discharge into the sewer system shall be studied to determine the degree of pretreatment, if any, necessary in order that the waste will not adversely affect the system or the sewage treatment facilities. The Company will have the authority to properly control any waste discharge into its sewage system by regulating the rate of any waste discharge into its sewer system, by requiring necessary pretreatment, and by

excluding certain waste, if necessary, to protect the integrity of the Company's system.

3. Customer Limitations: Customers specifically agree that service applies exclusively for domestic/household sewage. If any Customer discharges industrial or commercial waste that:

- The existing wastewater treatment plant is unable to satisfactorily treat; or,
- Is not in compliance with discharge permit standards, or,
- Disrupts the normal functioning of the existing wastewater treatment plant; or,
- Is more costly to treat than typical domestic wastewater; or,
- Requires the utilization of more wastewater treatment plant capacity per gallon of effluent than that required by average typical domestic wastewater,

then the customer shall provide, at the customer's own expense, such primary treatment as may be necessary before such waste is discharged into the Company mains. No commercial or industrial waste, whether pretreated or not, may be discharged without prior written authorization from the Company.

4. Company Limitations: The Company will not be liable nor bound to increase wastewater treatment plant operations to accommodate industrial or commercial waste.

5. 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 sewerage structures;
- (b) mechanical action that will destroy the sewerage structures;
- (c) restriction of the hydraulic capacity of the sewerage structure;
- (d) restriction of the normal inspection or maintenance of the sewerage structures;
- (e) danger to public health and safety;
- (f) obnoxious condition contrary to public interest; or
- (g) chemical or biological reaction which overloads the capability of the treatment plant.

Veolia Water Pennsylvania, Inc.

**Industrial Waste Code**

**WHEREAS**, Veolia Water Pennsylvania Inc. must insure sound and safe operation of the wastewater treatment plants and sewer collection system; and

**WHEREAS**, the Federal Clean Water Act (the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C 1251, et. seq. as amended by the Clean Water Act of 1977, Pub. L95-217) requires that the Utility prevent the introduction of pollutants into its wastewater system which will interfere with the operation of the system or contaminate the resulting sludge; and

**WHEREAS**, the Federal Clean Water Act requires that the Utility prevent the introduction of pollutants into its wastewater system which will pass through the system, inadequately treated, into receiving waters of the atmosphere or otherwise be incompatible with the system.

**NOW THEREFORE**, Veolia Water Pennsylvania Inc. promulgates these Wastewater Control Regulations to enhance the quality of life and to promote the health and general welfare of the citizens of Pennsylvania.

**Section 1. Title.** This Rule shall be known as the Industrial Waste Code of Veolia Water Pennsylvania Inc. of Harrisburg, Pennsylvania.

**Section 2. Purposes.**

The purpose of these regulations are:

- (a) To set forth uniform requirements for direct and indirect contributors to the wastewater collection and treatment system owned and operated by VeoliaWater Pennsylvania Inc. (“VWPA”) and to enable it to comply with all applicable state and federal laws required by the Clean Water Act of 1977, as amended, and the General Pretreatment Regulations (40 CFR Part 403).
- (b) To prevent the introduction of pollutants into VWPA’s wastewater system which will:
  - (1) interfere with the operation of the system;
  - (2) contaminate the resulting sludge;
  - (3) cause the wastewater system to violate its NPDES discharge permits;
  - (4) pass through the system, inadequately treated, into receiving waters or the atmosphere;
  - (5) be otherwise incompatible with the system.

**Section 3. Definitions.**

- (a) **B.O.D.** “BOD” (denoting biochemical oxygen demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter by Standard Methods Procedure in five days at twenty degrees centigrade expressed in milligrams per liter (mg/l).
- (b) **C.O.D.** “COD” (denoting chemical oxygen demand) is a measure of the oxygen-consuming capacity of organic and inorganic matter present in wastewater as milligrams per liter (mg/l), by Standard Methods Procedure.
- (c) **Normal Domestic Wastewater:** “Normal Domestic Wastewater” shall mean the liquid and water-carried wastes normally discharged from the sanitary systems of buildings (including apartment houses and hotels), office buildings, factories and institutions free from storm water, surface water and industrial wastes. Normal domestic wastewater shall mean “normal” for facilities of Veolia Water Pennsylvania.
- (d) **Garbage:** “Garbage” shall mean solid wastes from the preparation, cooking and dispensing of food, and from the handling, storing and sale of produce.
- (e) **Industrial Liquid Wastes:** “Industrial Liquid Wastes” shall mean all water-carried solids, liquids or gaseous wastes resulting from any industrial, manufacturing or food processing operation or process, or from the development of any natural resource, or any mixture of these with water or domestic sewage as distinct from normal domestic sewage. Industrial manufacturing processes shall include, but are not limited to: ordinance and accessories; food and allied products; tobacco manufacturers, textile mill products; apparel and other finished products made from fabrics and similar materials; lumber and wood products except furniture; furniture and fixtures; printing, publishing, and allied industries; chemicals and allied products; petroleum refining and related industries; rubber and miscellaneous plastics products; leather and leather products; stone, clay, glass and concrete products; primary metal industries; fabricated metal products, except ordinance, machinery and transportation equipment; machinery, except electrical; electrical machinery, equipment and supplies; transportation equipment; professional, scientific and controlling instruments; photographic and optical goods; watches and clocks; miscellaneous manufacturing industries.
- (f) **Interference With Any Wastewater Facility:** “Interference With Any Wastewater Treatment Process” shall mean any condition or combination of conditions which cause the inhibition, disruption or degradation of the operational efficiency of a wastewater facility and may contribute to a violation of any requirements of VWPA’s NPDES permits.

- (g) **Trap:** “Trap” is a device for retaining sand, silt, grit, mineral material, petroleum solvent, grease or oil by gravity-differential separation from wastewater and of a design and capacity approved by Veolia Water Pennsylvania Inc.
- (h) **Pass through:** A discharge which exits the wastewater treatment plant to the receiving stream or its atmosphere in quantities or concentrations which alone or in conjunction with other discharges is a cause of a violation of any requirement of VWPA’s NPDES permit or violation of any air emission standard set by the Clean Air Act, State or local rules and regulations governing emissions to the air (including an increase in the magnitude or duration of a violation).
- (i) **Person:** Any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns.
- (j) **pH:** “pH” shall mean the logarithm (base 10) of the reciprocal of the hydrogen ion concentration of a solution.
- (k) **Pollutant:** Any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, industrial, municipal, and agricultural waste or any other contaminant discharge into water.
- (l) **Pretreatment:** The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the sewage collection system. The reduction, elimination or alteration can be obtained by physical, chemical or biological processes, process changes, or other means, except as prohibited by 40 CFR Section 403.6(d).
- (m) **Public Sewer:** “Public Sewer” shall mean a sewer in which all owners of abutting properties shall have equal rights, and is controlled by public authority.
- (n) **Sanitary Sewer:** “Sanitary Sewer” shall mean the public sewer portion of a wastewater facility which transports wastewater and to which storm, surface and ground water are not intentionally admitted.
- (o) **Suspended Solids:** “Suspended Solids” means those solids which remain in solution during a preselected period of time as expressed in milligrams per liter of sample.

Veolia Water Pennsylvania, Inc.

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- (p) **Standard Methods:** “Standard Methods” shall mean the laboratory procedures set forth in the latest edition, at the time of analysis, of “Standard Methods for the Examination of Water and Wastewater” as prepared, approved and published jointly by the “American Public Health Association,” “American Water Works Association,” and the “Water Pollution Control Federation.”
- (q) **Storm Sewer:** “Storm Sewer” shall mean a sewer which carries storm and surface waters and drainage, but excludes wastewater and polluted industrial wastes.
- (r) **Toxic Pollutant:** “Toxic pollutant” means water contaminant or combination of water contaminants in concentration(s) which, upon exposure, ingestion, or assimilation either directly from the environment or indirectly by ingestion through food chains, will unreasonably threaten to injure human health, or the health of animals or plants which are commonly hatched, bred, cultivated or protected for use by man for food or economic benefit. As used in this definition injuries to health include death, histopathologic change, clinical symptoms of disease, behavioral abnormalities, genetic mutation, physiological malfunctions or physical deformations in such organisms or their offspring. In order to be considered a toxic pollutant, a contaminant must be one or a combination of the potential toxic pollutants referred to in Section 5(f) of this Rule and be at a concentration shown by scientific information currently available to the public to have potential for causing one or more of the effects listed above.
- (s) **Unpolluted Process Water:** “Unpolluted Process Water” shall mean any water or waste containing none of the following: Free or emulsified grease or oil; acid or alkali, phenols or other substances in suspension, colloidal state or solution, and noxious or odorous gases.
- (t) **Wastewater:** “Wastewater” shall mean the used water of a community. Such used water may be a combination of the liquid and solid water-carried wastes from residences, commercial buildings, industrial plants and institutions.
- (u) **Wastewater Facilities:** “Wastewater Facilities” shall mean the structures, equipment and processes required to collect, transport and treat domestic and industrial wastes and dispose of the effluent.
- (v) **Wastewater Treatment Works:** “Wastewater Treatment Works” shall mean an arrangement of devices and structures for treating wastewater, industrial wastes and sludge; sometimes used as synonyms for waste treatment plant or wastewater treatment plant.

Veolia Water Pennsylvania, Inc.

**Section 4.** No person shall discharge or cause to be discharged any storm water, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer.

**Section 5.** No person shall discharge or cause to be discharged any of the following described liquids or wastes to any public sewers:

- (a) any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.
- (b) any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with or pass through any wastewater facility, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the wastewater treatment works, including but not limited to cyanides in excess of two (2) mg/l as CN in the wastes as discharged to the public sewer.
- (c) any persistent pesticides or herbicides, such as dieldrin, aldrin, chlordane, endrin, heptachlor, toxaphene, lindane, and BAC, or other toxic refractory organic chemicals.
- (d) any waters or wastes having a pH lower than 5.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the wastewater facility.
- (e) solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the wastewater facility such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feather, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk, containers, etc., either whole or ground by garbage grinders.
- (f) any liquid or wastes from nonresidential point source discharges to Veolia Water Pennsylvania's sewerage system that will cause the Company to fail any toxicity tests or priority pollutant scans as defined and required by SWPA's NPDES discharge permits.

**Section 6.** No person shall discharge or cause to be discharged the following described substances, materials, waters or wastes if it appears likely in the opinion of Veolia Water Pennsylvania Inc. that such wastes can harm the wastewater facility or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming an opinion as to the acceptability of these wastes, Veolia Water Pennsylvania Inc. will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature and capacity of the wastewater facility, degree of treatability of wastes in the wastewater treatment works and other pertinent factors. The substances which must be considered include, but are not limited to, the following:

Veolia Water Pennsylvania, Inc.

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- (a) any liquid or vapor having a temperature higher than one hundred fifty (150)°F (65°C) at the service connection to the system.
- (b) any water or waste containing fats, grease, wax or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32)°F and one hundred fifty (150)°F, (0° and 65°C).
- (c) any garbage that has not been properly shredded. The installation and operation of any garbage grinder larger than those normally manufactured and sold for residential and noncommercial use will not be installed without specific review and approval by Veolia Water Pennsylvania Inc.
- (d) any whole blood, paunch manure, hair, fleshings or entrails.
- (e) any waters or wastes containing strong acid, iron pickling, wastes, or concentrated plating solutions cannot be discharged to the wastewater facility unless neutralized and approved by Veolia Water Pennsylvania Inc. for discharge.
- (f) any waters or wastes containing reducing substances of an organic or inorganic nature, toxic or nontoxic, which exert an immediate chlorine demand cannot be discharged into the wastewater facility if discharge of such agents will prevent the achievement of an adequate chlorine residual in the effluent of the wastewater treatment works.
- (g) any waters or wastes containing phenols or other taste or odor producing substances, in concentration exceeding limits established by Veolia Water Pennsylvania Inc., after treatment of the composite sewage, to meet the requirements for such discharge to the receiving waters.
- (h) any radioactive wastes or isotopes of such half-life or concentrations as may exceed limits established by Veolia Water Pennsylvania Inc., in compliance with applicable State and Federal regulations.
- (i) any waters or wastes having a pH in excess of 9.5.
- (j) materials which exert or cause:
  - (1) unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime slurries and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).

- (2) excessive discoloration (such as, but limited to, dye wastes and vegetable tanning solutions).
  - (3) unusual chemical oxygen demand, or biochemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the wastewater treatment works.
  - (4) slugs or shocks constituting an unusual volume of flow or concentration of wastes which will disturb the normal functioning of the sewer treatment works.
- (k) waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment works employed, or are amenable to treatment only to such degree that the effluent cannot meet the requirements of agencies having jurisdiction over discharge to the receiving waters.
- (l) any waters or waste discharges that collectively with other discharges contain concentrations of metal which cause the treated effluent discharge from the Veolia Water Pennsylvania Inc. Wastewater Treatment Plants to exceed the values listed below:

arsenic	0.05 mg/l
barium	1.00 mg/l
boron	0.75 mg/l
cadmium	0.01 mg/l
chromium (total)	0.01 mg/l
copper	0.01 mg/l
lead	0.05 mg/l
manganese	0.10 mg/l
mercury	0.001mg/l
molybdenum	0.01 mg/l
nickel	0.10 mg/l
selenium	0.01 mg/l
silver	0.05 mg/l
zinc	0.50 mg/l

- a. The concentration of metals specified in this Rule must not be interpreted to mean that only dilution of metal wastes constitutes an acceptable manner of disposal.
- b. The dilution of the water or wastes of any nonresidential point source which would reduce the concentration of any of the aforesaid metals in the waters or waste discharges does not constitute a manner of disposal which is acceptable.

Veolia Water Pennsylvania, Inc.

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- c. If the Federal Environmental Protection Agency develops heavy metal limitations for a discharger into a publicly owned treatment works, the limitations established for this subsection shall correspond to the revised Environmental Protection Agency heavy metal limitation.

**Section 7.** If any water or wastes are discharged, or are proposed to be discharged to the public sewer and said waters or wastes contain substances or possess characteristics which, in the judgement of Veolia Water Pennsylvania Inc., may have a deleterious effect upon the wastewater facilities, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, Veolia Water Pennsylvania Inc., may:

- (a) reject the wastes,
- (b) require pretreatment to an acceptable condition for discharge to the public sewer, or,
- (c) require control over the quantities and rates of discharge into the sewage system.

If Veolia Water Pennsylvania Inc. permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of Veolia Water Pennsylvania Inc., and subject to the requirements of all applicable codes, ordinances and laws.

**Section 8.** Testing of an industrial waste may be performed twice a year or when found necessary by Veolia Water Pennsylvania Inc. The person discharging the waste shall be liable for payment of all costs arising from the testing of the industrial waste.

**Section 9.** Grease, oil and sand traps shall be provided when, in the opinion of Veolia Water Pennsylvania Inc., they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients; except that such traps shall not be required for private living quarters or dwelling units. All traps shall be of a type and capacity approved by Veolia Water Pennsylvania Inc. and shall be located as to be readily and easily accessible for cleaning and inspection. Grease and oil traps shall be installed in all new filling stations, garages, restaurants and other new facilities wherein heavy discharge of grease and oil is to be expected.

**Section 10.** Where preliminary treatment or flow-equalizing facilities are provided for any industrial liquid wastes, they shall be maintained continuously in satisfactory and effective operating condition by the owner at his expense.

**Section 11.** When required by Veolia Water Pennsylvania Inc., the owner of property serviced by a building and discharging industrial liquid wastes shall install a suitable control manhole together with such necessary meters and other

appurtenances in the building's sewer system to facilitate observation, sampling and measurement of the wastes. Such manhole, when required, shall be accessible and safely located, constructed in such a manner as to prevent infiltration of ground and surface waters, and should be constructed in accordance with plans approved by Veolia Water Pennsylvania Inc. The manhole shall be installed by the owner at his expense and shall be maintained by him so as to be safe and accessible at all times.

**Section 12.** All measurements, tests, and analyses of the characteristics of waters and wastes shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater", published jointly by the American Public Health Association and American Water Works Association and the Water Pollution Control Federation, and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. The control manhole shall be located so that sampling of the industrial waste will be performed before being discharged into the public sewer system.

Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the wastewater works and to determine the existence of hazards to life, limb and property. (The particular analysis involved will determine whether a twenty-four (24) hour composite of all outfalls of a premises is appropriate or whether a grab sample or samples should be taken. Normally, but not always, COD, BOD, and suspended solids analyses are obtained from twenty-four (24) hour composites of all outfalls whereas pH's are determined from periodic grab samples.)

**Veolia Water Pennsylvania, Inc.  
Settlement Proof of Revenues – Water  
Compliance Filing**

**(APPLICATION OF PRESENT RATES AND PROPOSED RATES TO  
CONSUMPTION ANALYSIS FOR YEAR ENDED SEPTEMBER 30, 2023)**

**Docket Nos. R-2024-3045192  
and R-2024-3045193**

**VEOLIA WATER PENNSYLVANIA INC.**

APPLICATION OF PRESENT RATES AND PROPOSED RATES TO CONSUMPTION ANALYSIS  
YEAR ENDED SEPTEMBER 30, 2023

Line No	Rate Block 1000 Gallons (1)	Number Of Bills (2)	Proposed Consumption (3)	Test Year Rate (4)	Present Rate Revenue (5)	Proposed Consumption	Proposed Rate (6)	Proposed Revenue (7)	
<b>MAIN Residential - Monthly</b>									
1	Customer Charge								
2	5/8	675,465		\$ 14.50	\$ 9,794,242		\$ 17.00	\$ 11,482,904	
3	3/4	18,098		14.50	262,417		17.00	307,661	
4	1	5,286		30.05	158,854		35.23	186,243	
5	1 1/2	139		60.11	8,381		70.47	9,826	
6	2	42		102.96	4,304		120.71	5,046	
7	3	1		193.12	162		226.42	190	
8	Subtotal	699,031			10,228,360			11,991,871	
9									
10	First Block	-	2,402,310	9.0510	21,743,308	2,402,310	11.6142	27,900,909	
11	Subtotal	-	2,402,310		21,743,308	2,402,310		27,900,909	
12									
13	DSIC				2,397,875				
14									
15	Total Residential	699,031	2,402,310		\$ 34,369,543	2,402,310		\$ 39,892,780	
16									
17	<b>MAIN Commercial - Monthly</b>								
18	Customer Charge								
19	5/8	44,599		\$ 14.50	\$ 646,681		\$ 17.00	\$ 758,177	
20	3/4	569		14.50	8,254		17.00	9,677	
21	1	13,749		30.05	413,155		35.23	484,389	
22	1 1/2	6,483		60.11	389,691		70.47	456,879	
23	2	6,283		102.96	646,875		120.71	758,405	
24	3	327		193.12	63,131		226.42	74,016	
25	4	412		321.90	132,513		377.40	155,360	
26	6	305		643.80	196,380		754.80	230,239	
27	8	28		1,030.16	28,827		1,207.77	33,797	
28	Subtotal	72,754			2,525,507			2,960,939	
29									
30	First Block (First 25,000)	-	655,420	9.0510	5,932,207	655,420	11.6142	7,612,180	
31	Second Block (Over 25,000)	-	915,749	6.5790	6,024,713	915,749	8.4422	7,730,937	
32	Subtotal	-	1,571,169		11,956,920	1,571,169		15,343,117	
33									
34	DSIC				1,086,182				
35									
36	Total Commercial	72,754	1,571,169		\$ 15,568,609	1,571,169		\$ 18,304,057	
37									
38	<b>MAIN Industrial - Monthly</b>								
39	Customer Charge								
40	5/8	120		\$ 14.50	\$ 1,740		\$ 17.00	\$ 2,040	
41	3/4	12		14.50	174		17.00	204	
42	1	144		30.05	4,321		35.23	5,066	
43	1 1/2	48		60.11	2,873		70.47	3,368	
44	2	93		102.96	9,555		120.71	11,203	
45	3	94		193.12	18,178		226.42	21,313	
46	4	30		321.90	9,682		377.40	11,351	
47	6	36		643.80	23,351		754.80	27,377	
48	8	12		1,030.16	12,362		1,207.77	14,493	
49	Subtotal	589			82,236			96,415	
50									
51	First Block (First 25,000)	-	8,509	9.0510	77,014	8,509	11.6142	98,824	
52	Second Block (Over 25,000)	-	100,287	6.5790	659,791	100,287	9.5855	961,305	
53	Subtotal	-	108,796		736,805	108,796		1,060,129	
54									
55	DSIC				61,428				
56									
57	Total Industrial	589	108,796		\$ 880,469	108,796		\$ 1,156,544	
58									

**VEOLIA WATER PENNSYLVANIA INC.**

APPLICATION OF PRESENT RATES AND PROPOSED RATES TO CONSUMPTION ANALYSIS  
YEAR ENDED SEPTEMBER 30, 2023

Line No	Rate Block 1000 Gallons (1)	Number Of Bills (2)	Proposed Consumption (3)	Test Year Rate (4)	Present Rate Revenue (5)	Proposed Consumption	Proposed Rate (6)	Proposed Revenue (7)
59	<b>MAIN Large Industrial - Monthly</b>							
60	Customer Charge							
61	4	12		321.90	3,863		377.40	\$ 4,529
62	Subtotal	12			3,863	-		4,529
63								
64	Take or Pay Consumption		84,000	4.0700	\$ 341,880	84,000	5.2226	\$ 438,698
65	Over Minimum Consumption	-	12,883	4.0700	52,434	12,883	5.2226	67,283
66	Subtotal	-	96,883		394,314	96,883		505,981
67								
68	DSIC				\$ 29,863			
69								
70	Total Large Industrial	12	96,883		\$ 428,040	96,883		\$ 510,510
71								
72	Total Industrial	601	205,679		\$ 1,308,509	205,679		\$ 1,667,054
73								
74	<b>MAIN Public Authority - Monthly</b>							
75								
76	Customer Charge							
77	5/8	-		\$ 14.50	\$ -		\$ 17.00	\$ -
78	3/4	1,183		14.50	17,160		17.00	20,118
79	1	508		30.05	15,272		35.23	17,905
80	1 1/2	354		60.11	21,304		70.47	24,977
81	2	691		102.96	71,184		120.71	83,457
82	3	140		193.12	27,104		226.42	31,778
83	4	66		321.90	21,244		377.40	24,907
84	6	46		643.80	29,486		754.80	34,570
85	8	12		1,030.16	12,362		1,207.77	14,493
86	10	3		1,480.85	4,507		1,736.17	5,284
87	Subtotal	3,005			219,623			257,489
88								
89	First Block (First 25,000)	-	28,393	9.0510	256,987	28,393	11.6142	329,764
90	Second Block (Over 25,000)	-	170,299	6.5790	1,120,394	170,299	8.4422	1,437,694
91	Subtotal	-	198,692		1,377,381	198,692		1,767,458
92								
93	DSIC				119,775			
94								
95	Total Public Authority	3,005	198,692		\$ 1,716,779	198,692		\$ 2,024,947
96								
97	Total	775,391	4,377,850		52,963,441	4,377,850		61,888,838
98								
99	<b>MAIN Private Fire</b>							
100	<u>Main</u>							
101	2" or smaller	867		\$ 21.23	\$ 18,410		\$ 27.24	\$ 23,622
102	3"	60		57.26	3,433.69		73.48	4,406.35
103	4"	2,339		73.44	171,754.09		94.24	220,399.04
104	6"	4,055		122.08	495,062.85		156.65	635,252.26
105	8"	2,868		181.96	521,873.40		233.49	669,664.87
106	10"	464		260.05	120,594.05		333.70	154,748.07
107	12"	120		361.50	43,355.90		463.88	55,634.67
108	14"	-		664.08	-		852.15	-
109	Hydrants	6,589		47.30	311,650.63		60.70	399,940.66
110								
111	DSIC				126,460			
112								
113	Total Private Fire				1,812,595			2,163,668

**VEOLIA WATER PENNSYLVANIA INC.**

APPLICATION OF PRESENT RATES AND PROPOSED RATES TO CONSUMPTION ANALYSIS  
YEAR ENDED SEPTEMBER 30, 2023

Line No	Rate Block 1000 Gallons (1)	Number Of Bills (2)	Proposed Consumption (3)	Test Year Rate (4)	Present Rate Revenue (5)	Proposed Consumption	Proposed Rate (6)	Proposed Revenue (7)
114	<b>MAIN 'Public Fire</b>							
115								
116								
117	Bloomsburg/Dallas	4,443.8		\$ 20.00	\$ 88,877		\$ 28.20	\$ 125,317
118	Harrisburg	27,188.6		25.83	702,280		36.42	990,207
119	Mechanicsburg	7,814.1		25.83	201,839		36.42	284,591
120								
121	Total Public Fire	39,447			992,996			1,400,114
122								
123	Add Misc. Rev.				330,514.0			330,514
124								
125	Total	775,391	4,708,364		56,099,546			65,783,134
126								
127	<b>OVERBROOK Residential - Monthly</b>							
128	Customer Charge, Each Family							
129	Domestic Service Charge	-		\$ 8.56	\$ 16,954			
130	Hot and Cold Water Kitchen	-		6.90	13,662			
131	First Bath Tub/Water Closet	-		2.19	4,341			
132	Additional Bath Tub/Water Closet	-		1.10	1,084			
133	First Lavatory	-		1.10	2,168			
134	Additional Lavatory	-		0.55	760			
135	Washer	-		3.43	5,425			
136	Dishwasher	-		2.06	3,459			
137	Disposal	-		0.68	1,084			
138	Inside Spigot	-		2.06	1,221			
139	Outside Spigot	-		2.06	4,069			
140	Subtotal	-			54,226			
141								
142	Customer Charge							
143	5/8	1,980				1,980	\$ 17.00	\$ 33,660
144	Subtotal							33,660
145								
146	All Usage	-	7,326	-	-	7,326	6.0510	44,330
147	Subtotal	-	-	-	-	7,326		44,330
148								
149					4,067			
150								
151	Total Residential	-	-		\$ 58,293	7,326		\$ 77,990
152								

**VEOLIA WATER PENNSYLVANIA INC.**

APPLICATION OF PRESENT RATES AND PROPOSED RATES TO CONSUMPTION ANALYSIS  
YEAR ENDED SEPTEMBER 30, 2023

Line No	Rate Block 1000 Gallons (1)	Number Of Bills (2)	Proposed Consumption (3)	Test Year Rate (4)	Present Rate Revenue (5)	Proposed Consumption	Proposed Rate (6)	Proposed Revenue (7)
153	<b>OVERBROOK Commercial - Monthly</b>							
154	Customer Charge							
155	Domestic Service Charge	-		\$ 8.56	1,130			
156	Additional Commercial Charge	-		5.14	678			
157	Hot and Cold Water Kitchen	-		6.90	911			
158	First Bath Tub/Shower	-		1.10	36			
159	First Lavatory	-		1.10	145			
160	Washer	-		3.43	113			
161	Dishwasher	-		2.06	136			
162	Disposal	-		0.68	68			
163	Outside Spigot	-		2.06	271			
164	Sprinklers	-		\$ 10.28	339			
165	Subtotal	-			3,827			
166								
167	Customer Charge							
168	5/8	132				132	\$ 17.00	\$ 2,244
169	Subtotal							2,244
170								
171	All Usage	-	488	-	-	488	6.0510	2,955
172	Subtotal	-	488		-	488		2,955
173								
174	Total Commercial	-	488		3,827	488		\$ 5,199
175								
176	Misapplied DSIC				287			
177								
178	Total Commercial				4,114			5,199
179								
180	Total	-	488		\$ 62,407	7,814		\$ 83,189
181								
182	<b>KENSINGTON Residential - Monthly</b>							
183	Customer Charge							
184	5/8	827.7		\$ 15.00	\$ 12,416		\$ 17.00	\$ 14,071
185	Subtotal	827.7			12,416			14,071
186								
187	Allowance/All Usage Proposed		1,237.8	-	-	1,238	-	-
188	Over Allowance/All Usage Proposed		1,740.2	7.1000	12,355	1,740	11.61	20,211
189	Subtotal		2,978		12,355	2,978		20,211
190								
191	Total Residential		2,978		\$ 24,771	2,978		\$ 34,282
192								
193	Misapplied DSIC				\$ 1,858			
194								
195	Total		2,978		\$ 26,629	2,978		\$ 34,282
196								
197								

**VEOLIA WATER PENNSYLVANIA INC.**

APPLICATION OF PRESENT RATES AND PROPOSED RATES TO CONSUMPTION ANALYSIS  
YEAR ENDED SEPTEMBER 30, 2023

Line No	Rate Block 1000 Gallons (1)	Number Of Bills (2)	Proposed Consumption (3)	Test Year Rate (4)	Present Rate Revenue (5)	Proposed Consumption (6)	Proposed Rate (6)	Proposed Revenue (7)
198	<u>BETHEL Residential - Monthly</u>							
199	Customer Charge							
200	5/8	29,657		\$ 6.31	\$ 187,135		\$ 12.75	\$ 378,125
201	3/4	12		15.01	183		12.75	156
202	1	85		23.68	2,003		26.42	2,235
203	1 1/2	12		58.40	712		52.86	645
204	2	36		75.76	2,730		90.53	3,262
205	3	-		119.21	-		169.81	-
206	Subtotal	29,802			192,764			384,423
207								
208	First Block (First 11,000)/(All Usage Pr	-	123,170	4.2900	528,400	123,170	5.0500	622,010
209	Second Block (Next 40,000)/(No Block Prpsd.)	-	9,145	3.8910	35,582	9,145	5.0500	46,181
210	Third Block (Over 51,000)/(No Block Prpsd.)	-	410	3.5240	1,445	410	5.0500	2,071
211	Subtotal	-	132,725		565,427	132,725		670,261
212								
213	Misapplied DSIC				56,864			
214								
215	Total Residential	29,802	132,725		\$ 815,056	132,725		\$ 1,054,684
216								
217								
218	<u>BETHEL Commercial - Monthly</u>							
219	Customer Charge							
220	5/8	464		\$ 6.31	\$ 2,925		\$ 12.75	\$ 5,911
221	3/4	-		\$ 15.01	-		12.75	-
222	1	108		\$ 23.68	2,555		26.42	2,851
223	1 1/2	169		\$ 58.40	9,883		52.86	8,946
224	2	191		\$ 75.76	14,480		90.53	17,303
225	3	-		\$ 119.21	-		169.81	-
226	4	-		\$ 252.72	-		283.05	-
227	6	-		\$ 336.17	-		566.10	-
228	8	-		\$ 527.39	-		905.83	-
229	Subtotal	932			29,844			35,010
230								
231	First Block (First 11,000)/(First 25,000)	-	5,821	4.2900	24,972	9,463	5.0500	47,789
232	Second Block (Next 40,000)/(Over 25,	-	9,258	3.8910	36,021	21,890	4.0000	87,560
233	Third Block (Over 51,000)/(No Block Prpsd.)	-	16,275	3.5240	57,352	-	-	-
234	Subtotal	-	31,353		118,345	31,353		135,350
235								
236	Misapplied DSIC				11,114			
237								
238	Total Commercial	932	31,353		\$ 159,303	31,353		\$ 170,360
239								
240	<u>BETHEL Public Authority - Monthly</u>							
241								
242	Customer Charge							
243	5/8	12		\$ 6.31	\$ 77		\$ 12.75	\$ 156
244	1	-		15.01	-		12.75	-
245	1 1/2	-		23.68	-		26.42	-
246	2	-		58.40	-		52.86	-
247	3	-		75.76	-		90.53	-
248	4	-		119.21	-		169.81	-
249	6	-		252.72	-		283.05	-
250	Subtotal	12			77			156
251								
252	First Block (First 11,000)/(First 25,000)	-	0	4.2900	1	0	5.0500	1
253	Second Block (Next 40,000)/(Over 25,	-	-	3.8910	-	-	4.0000	-
254	Third Block (Over 51,000)/(No Block Prpsd.)	-	-	3.5240	-	-	-	-
255	Subtotal	-	0		1	0		1
256								
257	Misapplied DSIC				6			
258								
259	Total Public Authority	12	0		\$ 84	0		\$ 157

**VEOLIA WATER PENNSYLVANIA INC.**

APPLICATION OF PRESENT RATES AND PROPOSED RATES TO CONSUMPTION ANALYSIS  
YEAR ENDED SEPTEMBER 30, 2023

Line No	Rate Block 1000 Gallons	Number Of Bills	Proposed Consumption	Test Year Rate	Present Rate Revenue	Proposed Consumption	Proposed Rate	Proposed Revenue
	(1)	(2)	(3)	(4)	(5)	(6)	(6)	(7)
260								
261								
262								
263	Customer Charge							
264	6	12		336.17	4,034		566.10	6,793
265	Subtotal	12			4,034			6,793
266								
267	All Usage		219,776	3.2520	714,712	219,776	5.8540	1,286,569
268	Subtotal	-	219,776		714,712	219,776		1,286,569
269								
270	Total Sales for Resale	12	219,776		\$ 718,746	219,776		\$ 1,293,362
271								
272								
273								
274	4" - Monthly	108		57.29	\$ 6,206	108	73.51	\$ 7,964
275	6" - Monthly	240		114.59	27,471	240	147.04	35,250
276	4" - Quarterly	12		171.87	2,062	12	220.54	2,646
277	6" - Quarterly	4		343.77	1,383	4	441.13	1,774
278					37,123			47,635
279								
280	Misapplied DSIC				2,784			
281								
282	Total Private Fire				39,907			47,635
283								
284								
285		336		28.66	\$ 9,630		28.66	\$ 9,630
286		2,160		38.2	82,512		38.20	82,512
287	Total Public Fire	2,496			92,142			\$ 92,142
288								
289	Total	\$ 33,254	383,855		\$ 1,825,237	383,855		\$ 2,658,340
290								
291								
292								
293								
294	Customer Charge							
295	5/8	12,963.6		\$ 21.38	\$ 277,162		\$ 17.00	\$ 220,382
296	3/4	25.8		26.95	695		17.00	439
297	1	96.3		32.95	3,174		35.23	3,394
298	1 1/2	-		44.94	-		70.47	-
299	2	-		56.95	-		120.71	-
300	4	-		56.95	-		226.42	-
301	Subtotal				281,032			224,214
302	Allowance		22,027.8	-	-	22,028	7.1030	156,463
303	Over Allowance		21,462.6	4.4900	96,367	21,463	7.1030	152,449
304	Subtotal				96,367	43,490		308,912
305								
306					28,305			
307								
308	Total Residential				\$ 405,704	43,490		\$ 533,126
309								

**VEOLIA WATER PENNSYLVANIA INC.**

APPLICATION OF PRESENT RATES AND PROPOSED RATES TO CONSUMPTION ANALYSIS  
YEAR ENDED SEPTEMBER 30, 2023

Line No	Rate Block 1000 Gallons (1)	Number Of Bills (2)	Proposed Consumption (3)	Test Year Rate (4)	Present Rate Revenue (5)	Proposed Consumption	Proposed Rate (6)	Proposed Revenue (7)
310								
311								
312								
313	Customer Charge							
314	5/8	222.3		\$ 21.38	\$ 4,753		\$ 17.00	\$ 3,779
315	3/4	288.0		26.95	7,762		17.00	4,896
316	1	150.2		32.95	4,950		35.23	5,293
317	1 1/2	276.2		44.94	12,412		70.47	19,465
318	2	120.0		56.95	6,834		120.71	14,485
319	3	12.0		56.95	683		226.42	2,717
320	4	36.0		104.96	3,779		377.40	13,586
321	6	48.0		152.97	7,345		754.80	36,242
322	Subtotal	1,153			48,518			100,464
323	Allowance		5,135.9	-	-	6,207	11.6142	72,088
324	Over Allowance		26,277.5	4.4900	117,986	25,206	8.4422	212,798
325	Subtotal		31,413		117,986	31,413		284,886
326								
327					12,488			
328								
329	Total Class	1,153	31,413		\$ 178,992	31,413		\$ 385,350
330								
331								
332								
333		48.00	-	47.30	2,270		60.7	2,914
334								
335	MAHONING Public Fire	1,812.00		25.83	46,804		35.42	64,181
336								
337								
338	DSIC				3,510			
339								
340	Miscellaneous Revenues				5,302			5,302
341								
342	Total				\$ 642,582	74,904		\$ 923,778
343								
344								
345	<b>Totals by Class</b>							
346	Residential				35,675,225			41,592,863
347	Commercial				15,910,731			18,864,966
348	Industrial				1,308,509			1,667,054
349	Public Authority				1,716,863			2,025,104
350	Resale				718,746			1,293,362
351	Private Fire				1,851,988			2,214,216
352	Public Fire				1,131,942			1,556,437
353	Miscellaneous				335,816			335,816
354					58,649,819			69,549,818

**Veolia Water Pennsylvania, Inc.  
Settlement Proof of Revenues – Wastewater  
Compliance Filing**

**(APPLICATION OF PRESENT RATES AND PROPOSED RATES TO  
CONSUMPTION ANALYSIS FOR YEAR ENDED SEPTEMBER 30, 2023)**

**Docket Nos. R-2024-3045192  
and R-2024-3045193**

**VEOLIA WATER PENNSYLVANIA INC.**

APPLICATION OF PRESENT RATES AND PROPOSED RATES TO COLLECTION ANALYSIS  
YEAR ENDED SEPTEMBER 30, 2023

Line No	Rate Block 1000 Gallons	Number Of Bills	Present Consumption	Test Year Rate	Revenue	Proposed Rate	Proposed Revenue	
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	
<u>Flat Rate Residential - Monthly - Mahoning Township</u>								
1	Flat Rate - EDUs							
2	5/8	15,828		\$ 56.20	\$ 889,534	\$ 75.25	\$ 1,191,057	
3	Subtotal	15,828			889,534		1,191,057	
4								
5	Total Residential	15,828			\$ 889,534		\$ 1,191,057	
6								
7	<u>Commercial - Monthly - Mahoning Township</u>							
8	Minimum Charge - EDUs							
9	Rate 1	11,092		\$ 56.20	\$ 623,384	\$ 59.20	\$ 656,660	
10	Rate 2	22		61.18	1,346	64.44	1,418	
11	Rate 3	(24)		277.08	(6,650)	291.86	(7,005)	
12	Fabtex	12		525.71	6,309	553.75	6,645	
13	Atlantic Equipment	12		307.98	3,696	324.41	3,893	
14	Geisinger - Justin Dr. II	12		2,191.67	26,300	2,308.56	27,703	
15	Geisinger - Hughes North	12		1,264.43	15,173	1,331.87	15,982	
16	Subtotal				669,557		705,296	
17								
18	First Block (First 435,000)	-	1,728	5.6447	9,756	5.95	10,283	
19	Second Block (Over 435,000)		2,651	7.6800	20,360	8.09	21,447	
20	Subtotal		4,379		30,115		31,730	
21								
22	Total Commercial		4,379		\$ 699,673		\$ 737,026	
23								
24	other Operating Revenue				\$ 207		\$ 207	
25								
26	Total		4,379		\$ 1,589,206		\$ 1,928,290	
27								
28	<u>Commercial - Monthly - Columbia County Operations</u>							
29								
30	Minimum Charge - EDUs							
31	Rate 3	60		\$ 277.08	16,625	\$ 758.76	\$ 45,525	
32	Subtotal	60			16,625		45,525	
33								
34	First Block (First 5,000) - (Min.)		31	-	-	\$ -	-	
35	Second Block (Next 5,000)		120	2.2170	266	\$ 6.07103	727	
36	Third Block (Next 90,0000)		622	1.9950	1,240	\$ 5.46311	3,396	
37	Fourth Block (Next 100,000)		9	1.7730	15	\$ 4.85518	42	
38	Fifth Block (Over 200,000)		-	1.5520	-	\$ 4.25000	-	
39	Subtotal	-	781		1,521		4,165	
40								
41	Total Commercial	60	781		\$ 18,146		\$ 49,691	
42								
43	<u>Industrial - Monthly - Columbia County Operations</u>							
44	Customer Charge							
45	Rate 3	47		277.08	12,893	\$ 758.76	\$ 35,307	
46	Subtotal	47			12,893		35,307	
47								
48	First Block (First 5,000) - (Min.)	-	24	-	-	-	-	
49	Second Block (Next 5,000)		121	2.2170	269	6.0710	736	
50	Third Block (Next 90,0000)		1,107	1.9950	2,209	5.4631	6,050	
51	Fourth Block (Next 100,000)		1,200	1.7730	2,128	4.8552	5,826	
52	Fifth Block (Over 200,000)		7,039	1.5520	10,924	4.25000	29,914	
53	Subtotal	-	9,491		15,530		42,526	
54								
55	Total Industrial	47	9,491		\$ 28,423		\$ 77,833	
56								
57	Total	107	10,272		\$ 46,569		\$ 127,524	
58								
59	Total Wastewater				1,635,775		2,055,814	