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Hearing Date: January 29, 2025

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# Consumption Spreadsheet

# MONTAGE SEWER DISTRICT Lackawanna River Basin Sewer Authority



P.O. Box 280  
Olyphant, PA 18447-0280  
For Billing Inquiries Only 570-489-4738

SALVATORE & ELIZABETH GALANTE  
4103 AUSTEN CLOSE  
MOOSIC, PA 18507

### MONTAGE SEWER DISTRICT BILL

ACCOUNT: 4900141846  
SERVICE ADDRESS: 4103 AUSTEN CLOSE  
SERVICE PERIOD: 09/01/2024 to 10/31/2024  
BILLING DATE: 01/15/2025  
DUE DATE: 02/18/2025

### CURRENT ACTIVITY

Sewer \$152.58  
TOTAL CURRENT CHARGES \$152.58

### ACCOUNT SUMMARY

PREVIOUS BALANCE \$97.81  
PAYMENTS RECEIVED \$-97.81

ADJUSTMENTS \$0.00  
BALANCE FORWARD \$0.00  
NEW CHARGES \$152.58

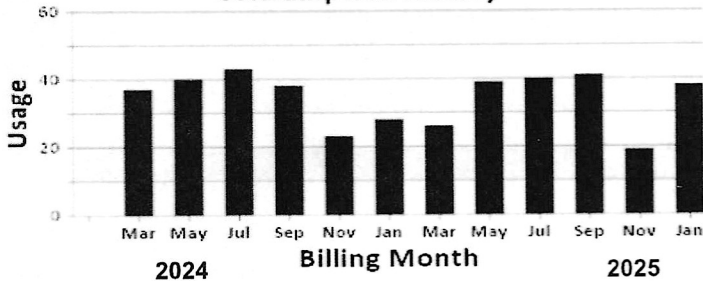
**AMOUNT DUE \$152.58**

### METER INFORMATION

CURRENT		PREVIOUS		Usage in Gallons
Date	Reading	Date	Reading	
10/15/2024	937	08/15/2024	899	3,800

Consumption on Graph is in Hundreds of Gallons

Consumption History



### MESSAGE

### NOTICE

Any agreement of payment between owner and tenant must be considered a transaction between both and in no way concerns the Authority. Payments May Be Made By Mail Using The Payment Stub Below & Enclosed Return Envelope. Make Check or Money Order Payable To:

### MONTAGE SEWER DISTRICT BILL

Please Include Your Account Number On Checks  
-OR-  
By Credit Card at LRBSA.com Fee Applies.

To sign-up for Direct Auto Pay or Email Bills, please call the office at 570-489-4738.  
This bill incorporates a PA American Water Scranton Sewer rate increase effective February 1, 2023.

Payment Coupon - For Billing Inquiries Only, Please Call 570-489-4738

TO ENSURE CORRECT POSTING OF YOUR ACCOUNT PLEASE RETURN THE BOTTOM SECTION WITH YOUR PAYMENT - MAKE SURE ADDRESS SHOWS THROUGH WINDOW

MONTAGE SEWER DISTRICT BILL  
P.O. Box 280  
Olyphant, PA 18447-0280



MONTAGE SEWER DISTRICT BILL  
P.O. Box 280  
Olyphant, PA 18447-0280

### MONTAGE SEWER DISTRICT BILL

ACCOUNT: 4900141846  
SERVICE ADDRESS: 4103 AUSTEN CLOSE  
DUE DATE: February 18, 2025  
AMOUNT DUE: \$152.58  
AMOUNT DUE AFTER 02/18/2025 \$164.79

AMOUNT ENCLOSED

*\$152.58 - bill pay - cr. 01. 2025*  
*ckg. 1263*

SALVATORE & ELIZABETH GALANTE  
4103 AUSTEN CLOSE  
MOOSIC, PA 18507

Complainant's

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# MONTAGE SEWER DISTRICT Lackawanna River Basin Sewer Authority



P.O. Box 280  
Olyphant, PA 18447-0280  
For Billing Inquiries Only 570-489-4738

**JAMES & MARY ANN SNYDER**  
904 O'HENRY CLOSE  
MOOSIC, PA 18507

### MONTAGE SEWER DISTRICT BILL

ACCOUNT: 490582386  
SERVICE ADDRESS: 904 OHENRY CLOSE  
SERVICE PERIOD: 09/01/2024 to 10/31/2024  
BILLING DATE: 01/15/2025  
DUE DATE: 02/18/2025

### CURRENT ACTIVITY

Sewer \$254.44  
TOTAL CURRENT CHARGES \$254.44

### ACCOUNT SUMMARY

PREVIOUS BALANCE \$256.20  
PAYMENTS RECEIVED \$-256.20

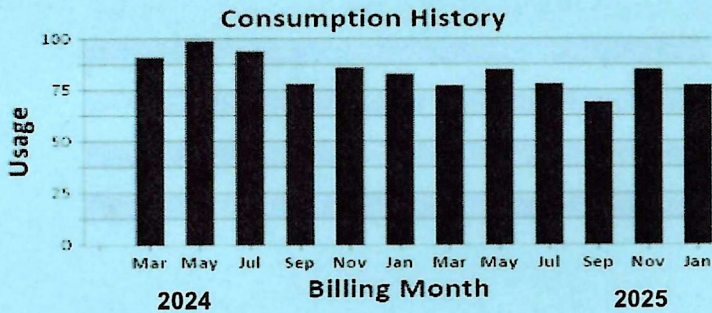
ADJUSTMENTS \$0.00  
BALANCE FORWARD \$0.00  
NEW CHARGES \$254.44

**AMOUNT DUE \$254.44**

### METER INFORMATION

CURRENT		PREVIOUS		Usage in Gallons
Date	Reading	Date	Reading	
10/15/2024	3895	08/15/2024	3818	7,700

Consumption on Graph is in Hundreds of Gallons



### MESSAGE

### NOTICE

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### MONTAGE SEWER DISTRICT BILL

Please Include Your Account Number On Checks  
-OR-  
By Credit Card at LRBSA.com Fee Applies.

To sign-up for Direct Auto Pay or Email Bills, please call the office at 570-489-4738.  
This bill incorporates a PA American Water Scranton Sewer rate increase effective February 1, 2023.

**Payment Coupon - For Billing Inquiries Only, Please Call 570-489-4738**

TO ENSURE CORRECT POSTING OF YOUR ACCOUNT PLEASE RETURN THE BOTTOM SECTION WITH YOUR PAYMENT - MAKE SURE ADDRESS SHOWS THROUGH WINDOW

### MONTAGE SEWER DISTRICT BILL

P.O. Box 280  
Olyphant, PA 18447-0280



### MONTAGE SEWER DISTRICT BILL

ACCOUNT: 490582386  
SERVICE ADDRESS: 904 OHENRY CLOSE  
DUE DATE: February 18, 2025  
AMOUNT DUE: \$254.44  
AMOUNT DUE AFTER 02/18/2025 \$274.80

AMOUNT ENCLOSED

### MONTAGE SEWER DISTRICT BILL

P.O. Box 280  
Olyphant, PA 18447-0280

**JAMES & MARY ANN SNYDER**  
904 O'HENRY  
MOOSIC, PA 18507

**Complainant's**

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JS 1/29/25

# Lackawanna River Basin Sewer Authority

P.O. Box 280  
Olyphant, PA 18447-0280  
For Billing Inquiries Only 570-489-4738

## MONTAGE SEWER DISTRICT



### MONTAGE SEWER DISTRICT BILL

ACCOUNT: 490599219  
SERVICE ADDRESS: 9 KIPLING DR  
SERVICE PERIOD: 11/01/2022 to 12/31/2022  
BILLING DATE: 03/15/2023  
DUE DATE: 04/17/2023

### CURRENT ACTIVITY

Sewer \$75.25  
TOTAL CURRENT CHARGES \$75.25

### ACCOUNT SUMMARY

PREVIOUS BALANCE \$81.48  
PAYMENTS RECEIVED \$-81.48  
ADJUSTMENTS \$0.00  
BALANCE FORWARD \$0.00  
NEW CHARGES \$75.25

**AMOUNT DUE \$75.25**

### NOTICE

Any agreement of payment between owner and tenant must be considered a transaction between both and in no way concerns the Authority. Payments May Be Made By Mail Using The Payment Stub Below & Enclosed Return Envelope. Make Check or Money Order Payable To:

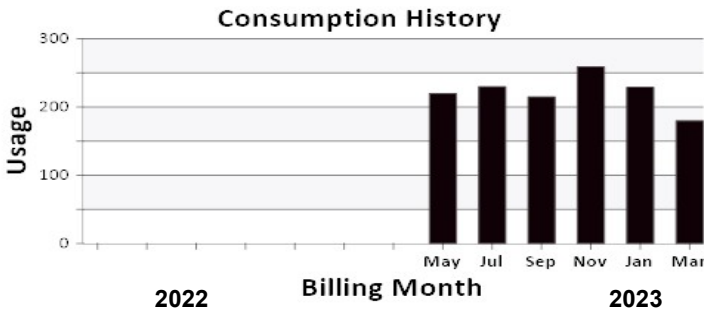
### MONTAGE SEWER DISTRICT BILL

Please Include Your Account Number On Checks  
-OR-  
By Credit Card at LRBSA.com Fee Applies.

### METER INFORMATION

CURRENT Date	Reading	PREVIOUS Date	Reading	Usage in Gallons
12/15/2022	180	10/19/2022	0	18,000

Consumption on Graph is in Hundreds of Gallons



### MESSAGE

To sign-up for Direct Auto Pay or Email Bills, please call the office at 570-489-4738.  
This bill incorporates a PA American Water Scranton Sewer rate increase effective February 1, 2023.

**Payment Coupon - For Billing Inquiries Only, Please Call 570-489-4738**

TO ENSURE CORRECT POSTING OF YOUR ACCOUNT PLEASE RETURN THE BOTTOM SECTION WITH YOUR PAYMENT - MAKE SURE ADDRESS SHOWS THROUGH WINDOW

MONTAGE SEWER DISTRICT BILL  
P.O. Box 280  
Olyphant, PA 18447-0280



### MONTAGE SEWER DISTRICT BILL

ACCOUNT: 490599219  
SERVICE ADDRESS: 9 KIPLING DR  
DUE DATE: April 17, 2023  
AMOUNT DUE: \$75.25  
AMOUNT DUE AFTER 04/17/2023 \$81.27

AMOUNT ENCLOSED

DOMINIC YORK  
9 KIPLING DR  
MOOSIC, PA 18507

MONTAGE SEWER DISTRICT BILL  
P.O. Box  
Olyphant, PA 1

Complainant's

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JS 1/29/25

**Lackawanna River Basin Sewer Authority**

P.O. Box 280  
 Olyphant, PA 18447-0280  
 For Billing Inquiries Only 570-489-4738



**MONTAGE SEWER DISTRICT BILL**

ACCOUNT: 490599219  
 SERVICE ADDRESS: 9 KIPLING DR  
 SERVICE PERIOD: 09/01/2023 to 10/31/2023  
 BILLING DATE: 01/15/2024  
 DUE DATE: 02/16/2024

DOMINIC YORK  
 9 KIPLING DR  
 MOOSIC, PA 18507

**CURRENT ACTIVITY**

Sewer \$586.02  
 TOTAL CURRENT CHARGES \$586.02

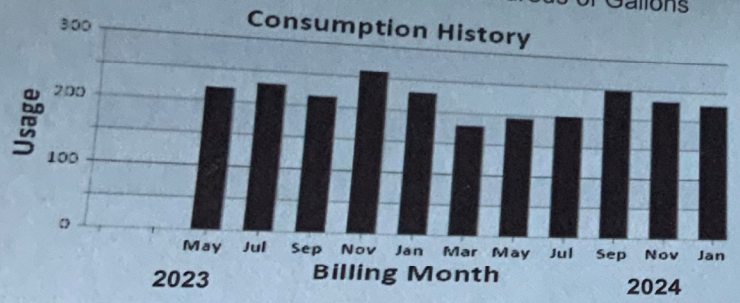
**ACCOUNT SUMMARY**

PREVIOUS BALANCE \$597.89  
 PAYMENTS RECEIVED \$-597.89  
 ADJUSTMENTS \$0.00  
 BALANCE FORWARD \$0.00  
 NEW CHARGES \$586.02  
**AMOUNT DUE \$586.02**

**METER INFORMATION**

CURRENT		PREVIOUS		Usage in Gallons
Date	Reading	Date	Reading	
10/18/2023	9780	08/16/2023	9553	22,700

Consumption on Graph is in Hundreds of Gallons



**MESSAGE**

**NOTICE**

Any agreement of payment between owner and tenant must be considered a transaction between both and in no way concerns the Authority. Payments May Be Made By Mail Using The Payment Stub Below & Enclosed Return Envelope. Make Check or Money Order Payable To:

**MONTAGE SEWER DISTRICT BILL**

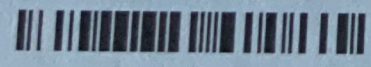
Please Include Your Account Number On Checks  
 -OR-  
 By Credit Card at LRBSA.com Fee Applies.

To sign-up for Direct Auto Pay or Email Bills, please call the office at 570-489-4738.  
 This bill incorporates a PA American Water Scranton Sewer rate increase effective February 1, 2023.

**Payment Coupon - For Billing Inquiries Only, Please Call 570-489-4738**

TO ENSURE CORRECT POSTING OF YOUR ACCOUNT PLEASE RETURN THE BOTTOM SECTION WITH YOUR PAYMENT - MAKE SURE ADDRESS SHOWS THROUGH WINDOW

**MONTAGE SEWER DISTRICT BILL**  
 P.O. Box 280  
 Olyphant, PA 18447-0280



**MONTAGE SEWER DISTRICT BILL**

ACCOUNT: 490599219  
 SERVICE ADDRESS: 9 KIPLING DR  
 DUE DATE: February 16, 2024  
 AMOUNT DUE: \$586.02  
 AMOUNT DUE AFTER 02/16/2024 \$632.90

**AMOUNT ENCLOSED**

# LACKAWANNA RIVER BASIN SEWER AUTHORITY



P.O Box 280  
Olyphant, PA 18447-0280  
For Billing Inquiries Only 570-489-4738

Dom York Jr  
201 Burton St  
Peckville PA 18452-1103

LRBSA SEWER BILL	
ACCOUNT:	200359624
SERVICE ADDRESS:	201 BURTON ST
SERVICE PERIOD:	01/01/2023 to 03/31/2023
BILLING DATE:	06/01/2023
DUE DATE:	07/06/2023

CURRENT ACTIVITY	
Sewer	\$60.00
TOTAL CURRENT CHARGES	\$60.00

ACCOUNT SUMMARY	
PREVIOUS BALANCE	\$60.00
PAYMENTS RECEIVED	-\$60.00

ADJUSTMENTS	\$0.00
BALANCE FORWARD	\$0.00
NEW CHARGES	\$60.00
AMOUNT DUE	<u>\$60.00</u>
AMOUNT DUE AFTER	\$64.80

Payments May Be Made By:  
Mail Using the Payment Stub Below & Enclosed Return Envelope  
-OR-  
At Local Community Collection Points:  
Propst Transportation, 390 Main Street, Archbald  
FNCB Bank, 934 Main Street, Dickson City  
Dime Bank, 157 Brooklyn Street, Carbondale  
Fidelity Bank Payment Locations: 4010 Birney Ave., Moosic  
1598 Main St, Blakely  
Blakely & Drinker St., Dunmore

-OR-  
Online at LRBSA.COM with a Credit Card, Fee Applies.  
To sign-up for Direct Autopay or Email Bills,  
please call the office at 570-489-4738

Make Check or Money Order Payable To: L.R.B.S.A  
Please Include Your Account Number On Checks.  
When Paying Cash, Please Save Your Receipts.

## MESSAGE

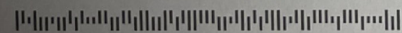
**NOTICE:**  
*Liability for payment is the responsibility of the owner on record.  
Any agreement of payment between owner and tenant must be considered a  
transaction between both and in no way concerns the Authority.*

----- TO ENSURE CORRECT POSTING OF YOUR ACCOUNT PLEASE RETURN THE BOTTOM SECTION WITH YOUR PAYMENT - MAKE SURE ADDRESS SHOWS THROUGH WINDOW. -----

**Payment Coupon - For Billing Inquiries Only - Please Call 570-489-4738**  
Return with this portion: Check or Money Order Payable to LRBSA, Include Account Number on Checks.



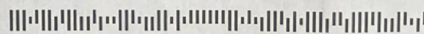
Lackawanna River Basin Sewer Authority  
P.O Box 280  
Olyphant, PA 18447-0280  
TEMP - RETURN SERVICE REQUESTED



8265 1 AV 0.471  
Dom York Jr  
201 Burton St  
Peckville PA 18452-1103

LRBSA SEWER BILL	
ACCOUNT	200359624
SERVICE ADDRESS	201 BURTON ST
DUE DATE	07/06/2023
AMOUNT DUE	\$60.00
AMOUNT DUE AFTER	\$64.80
AMOUNT ENCLOSED	

Lackawanna River Basin Sewer Authority  
P.O Box 280  
Olyphant, PA 18447-0280



PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint

Filing this form begins a legal proceeding and you will be a party to the case. If you do not wish to be a party to the case, consider filing an informal complaint.

To complete this form, please type or print legibly in ink.

1. Customer (Complainant) Information

Provide your name, mailing address, county, telephone number(s), email address and utility account number. It is your responsibility to update the Commission with any changes to your address and to where you want documents mailed to you.

Name Ryan R. McBride
Street/P.O. Box 6 Beckett Close Apt #
City Moosic State Pa. Zip 18507
County Lackawanna

Telephone Number(s) Where We Can Contact You During the Day (required):

(570) 954-0236 (home) (570) 954-0236 (mobile)

Email Address (required): rrmcbride76@gmail.com

Utility Account Number (from your bill) 490365934

If your complaint involves utility service provided to a different address or in a different name than your mailing address, please list this information below.

Name

Street/P.O. Box

City

State

Zip

2. Methods of Communication by the Commission

You have three options on how you would like to receive all communication from the Commission about your Complaint. By selecting one of the following three options, you are agreeing to receive all hearing notices, orders, and related documents about your Complaint in the manner selected.

Select one of the following options for receiving all communications from the Commission:

- a. eFiling: You agree to open and use an eFiling account – free of charge through the Commission's website. By selecting this method you will be eServed. (This is the best way to receive, file, and submit documents).

Initial here if you are selecting eFiling: RM
(And create an eFiling account at http://www.puc.pa.gov/efiling/default.aspx)

Complainant's
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JS 1/29/25

- b. **Email:** You agree to receive all documents by email (using the email you provided on page 1). Please note that you will only be able to receive documents from the Commission by email and will not be able to file documents by Email or Fax. To submit documents to the Commission you must create an eFiling account accessed at <http://www.puc.pa.gov/efiling/default.aspx> or mail your submissions.

Initial here if you are selecting Email service: \_\_\_\_\_

- c. **First Class Mail:** You agree to be served only by First Class Mail (at the address on page 1 of this form).

Initial here if you are selecting First Class Mail service: \_\_\_\_\_

**\*If you do not select one of the three options above, the Commission will serve all documents to you by First Class Mail at the address listed on page 1 of this form.**

**3. Name of Utility or Company (Respondent)**

Provide the full name of the utility or company about which you are complaining. The name of your utility or company is on your bill.

PAWC Sewer Treatment / Lackawanna River Basin Sewer Authority Montage Sewer District \_\_\_\_\_

**4. Type of Utility Service**

**Check the box listing the type of utility service that is the subject of your complaint (check only one):**

- Electric    Gas    Water    Wastewater/Sewer    Storm Water  
 Steam Heat    Motor Carrier (taxi, moving co., limo)  
 Telephone/Telecommunications (local, long distance)

**5. Reason for Complaint**

**What kind of problem are you having with the utility or company?** Check all boxes below that apply and state the reason for your complaint. Explain specifically what you believe the utility or company has done wrong. Provide relevant details including dates, times and places and any other information that may be important. If the complaint is about billing, tell us the amount you believe is not correct. Use additional paper if you need more space. **Your complaint may be dismissed without a hearing if you do not provide specific information.**

- The utility is threatening to shut off my service or has already shut off my service.  
 I would like a payment agreement.  
 Incorrect charges are on my bill. Provide dates that are important and an explanation about any amounts or charges that you believe are not correct. Attach a copy of the bill(s) in question if you have it/them.  
 I am having a reliability, safety or quality problem with my utility service. Explain the problem,  
including dates, times or places and any other relevant details that may be important.  
 Other (explain).

**Note:** If your complaint is only about removing or modifying a municipal lien filed by the City of Philadelphia, the Public Utility Commission (PUC) cannot address it. Only local courts in Philadelphia County can address this type of complaint. The PUC can address a complaint about service or incorrect billing even if that amount is subject to a lien.

**6. Requested Relief**

**How do you want your complaint to be resolved?** Explain what you want the PUC to order the utility or company to do. Use additional paper if you need more space.

- 
- 1. Relief from the exorbitant and unconscionable 120% rate increase granted PAWC for wastewater treatment (attachment A). PAWC charges by meter water usage not flat rate. See Attachment B, C for cost comparison before and after rate increase. At the current rate a household of two using 2,000 gallon a month will pay \$1,038.00 per year. Most households will have much higher bills than that. Please see attachment C Pre rate increase PAWC was one of the higher rates in Luzerne and Lackawanna Counties.**

**Lower Lackawanna sewer authority services portions of Moosic Borough charging a flat fee of \$304.00 per year, senior discount \$272.00 per year (attachment D). We should be brought in line with the rest of our neighbors. This bill unfairly and significantly adds to the cost of living, and it leaves the people of this community with no choice.**

**PAWC supposedly made improvements to the system after purchasing from Scranton sewer authority but we should not have to pay those costs back with a rate increase of over 120%**

- 2. Lackawanna River Basin Sewer Authority bills on behalf of PAWC: PAWC has confirmed that they own the lines at my address yet I am being billed by both PAWC and LRBSA for a line maintenance fee, we are also billed by Moosic Borough sewer authority for line maintenance. It appears we are paying three fees: one to Moosic Borough, one to PAWC one to Lackawanna River Basin Sewer Authority.**

**Please see attachment B and C Lackawanna River Basin Sewer Authority (Montage Sewer District) bills. I ask that the PUC mandates a breakdown of this bill as it is, I know the PUC has no oversight of Lackawanna River Basin sewer Authority but if they are billing on behalf of PAWC the bill should be inclusive and self-explanatory, as it stands the billing department at LRBSA has a hard time explaining the charges.**

**We are also told by Lackawanna River Basin Sewer Authority representative that LRBSA charges us a fee for billing on behalf of PAWC, I was told the fee is 20% of the total bill I know this cannot be the case but with the way the bill is presently there is no way to tell who is charging us what.**

- 3. It makes no logical sense that the fees are charged based on water usage since this does not accurately reflect the use of the sewer service actually being provided.**

**Thank you for your time looking into our issues and complaints.**

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Note: The PUC can decide that a customer was not billed correctly and can order billing refunds. The PUC can also fine a utility or company for not following rules and can order a utility or company to correct a problem with your service. Under state law, the PUC cannot decide whether a utility or company should pay customers for loss or damages. Damage claims may be sought in an appropriate civil court.

7. **Protection From Abuse (PFA)/ Domestic Violence**

Has a court granted you a "Protection From Abuse" order or any other order which provides clear evidence of domestic violence against you that is currently in effect for your personal safety or welfare? The PUC needs this information to properly process your complaint so that your identity is not made public.

Note: You must answer this question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility AND your complaint is about a problem involving billing, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

Has a court granted a "Protection From Abuse" order or any other order for your personal safety or welfare?

YES  NO

If your answer to the above question is "yes," attach a copy of the current Protection From Abuse order to this Formal Complaint form.

8. **Prior Utility Contact**

a. Is this an appeal from a decision of the PUC's Bureau of Consumer Services (BCS)?

YES  NO

Note: If you answered yes, move to Section 9. No further contact with the utility or company is required. If you answered no, answer the question in Section 8 b. and answer the question in Section 8 c. if relevant.

b. If this is not an appeal from a BCS decision, have you spoken to a utility or company representative about this complaint?

YES  NO

Note: You must contact the utility first if (1) you are a residential customer, (2) your complaint is against a natural gas distribution utility, an electric distribution utility or a water utility AND (3) your complaint is about a billing problem, a service problem, a termination of service problem, or a request for a payment agreement.

If you tried to speak to a utility company representative about your complaint but were not able to do so, please explain why.

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c. If you tried to speak to a utility company representative about your complaint but were not able to do so, please explain why.

Note: Even if you are not required to contact the utility or company, you should always try to speak to a utility or company representative about your problem before you file a Formal Complaint with the PUC.

9. **Legal Representation**

If you are filing a Formal Complaint as an individual on your own behalf, you are not required to have a lawyer. You may represent yourself at the hearing.

If you are already represented by a lawyer in this matter, provide your lawyer's name, address, telephone number, and email address, (all required contact information). Please make sure your lawyer is aware of your complaint. If represented by a lawyer, both you and your lawyer must be present at your hearing.

Lawyer's Name \_\_\_\_\_

Street/P.O. Box \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Area Code/Phone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

Note: Corporations, associations, partnerships, limited liability companies and political subdivisions are required to have a lawyer represent them at a hearing and to file any motions, answers, briefs or other legal pleadings.

10. **Verification and Signature**

**You must sign your complaint.** Individuals filing a Formal Complaint **must** print or type their name on the line provided in the verification paragraph below and **must** sign and date this form in **ink**. If you do not sign the Formal Complaint, the PUC **will not accept it**.

**Verification:**

I Ryan R. McBride, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).



(Signature of Complainant)

9/19/2023

(Date)

\_\_\_\_\_  
Title of authorized employee or officer (only applicable to corporations, associations, partnerships, limited liability companies or political subdivisions)

**Note:** If the Complainant is a corporation, association, partnership, limited liability company or political subdivision, the verification must be signed by an authorized officer or authorized employee. If the Formal Complaint is not signed by one of these individuals, the PUC will not accept it.

## **11 How to File Your Formal Complaint**

**Electronically.** You must create an account on the PUC's eFiling system, which may be accessed at <http://www.puc.pa.gov/efiling/default.aspx>.

**Mail.** Mail the completed form with your original signature and any attachments, by certified mail, priority mail, or overnight delivery to this address and retain the tracking information as proof of submission:

**Secretary  
Pennsylvania Public Utility Commission  
400 North Street  
Harrisburg, Pennsylvania 17120**

**If you are appealing a BCS decision:** follow the directions in the cover letter you received from the Secretary's Bureau with the formal complaint form. **ONLY** Formal complaints appealing a BCS decision can be filed by fax, email or overnight delivery to meet filing deadlines. **All other formal complaints MUST be efiled or mailed.**

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

**Keep a copy of your Formal Complaint for your records. Please know that your complaint form and the utility's answer will not be published to the PUC's website. Once your complaint case moves to the Office of Administrative Law Judge, any filings you make should be marked confidential if you do not want them published to the website.**

(A)

Effective 01-28-2023

No Take effect  
Next Billing cycle



TO ALL CUSTOMERS OF THE LACKAWANNA RIVER BASIN SEWER AUTHORITY LOCATED WITHIN THE MONTAGE SEWER DISTRICT.

The Lackawanna River Basin Sewer Authority (LRBSA) wishes to provide notice of a pending increase in sewer fees charged by the authority to users located within the Montage Sewer District. While you receive your sewer bill from the LRBSA, wastewater treatment for commercial and residential customers within this area is provided by PA American Water Company's Scranton wastewater operations (PAWC). The LRBSA pays PAWC for the wastewater treatment services they provide per PAWC's sewer rate schedule.

On December 8, 2022, the PA Public Utility Commission (PUC) approved a settlement agreement that raised PAWC's wastewater rates with an effective date of January 28, 2023. PAWC's rates for Residential and Commercial Classification will increase as follows (usage charge based on per 100 gallons):

**RESIDENTIAL CUSTOMERS**

**PAWC Current Wastewater Rates**

Flat Service Charge per month: \$19.50

Usage Charge per 100 gallons: \$1.0600

**PAWC New Wastewater New Rates**

Flat Service Charge per month: \$19.50  $\times 2$

Usage Charge per 100 gallons: \$2.3510

**COMMERCIAL CUSTOMERS**

**PAWC Current Wastewater Rates**

Flat Service Charge per month: \$19.50

First 5,000 gallons per month: \$1.06000

All Over 5,000 gallons per month: \$1.0903

**PAWC New Wastewater New Rates**

Flat Service Charge per Month: \$35.00

First 5,000 gallons per month: \$1.7270

All Over 5,000 gallons per month: \$1.7270

The new rates will begin to be implemented in the next bi-monthly billing that will be mailed in May 2023. Bills will reflect the cost of the wastewater treatment service you are provided based on the new rates charged to the LRBSA by PAWC, plus the LRBSA's existing 20% fee for maintenance and administration of its sanitary sewer facilities in the Montage Sewer District. Links to PAWC's press release and online wastewater rate page can be found at:

<https://www.amwater.com/press-room/press-releases/pennsylvania/settlement-approved-in-pennsylvania-american-water-rate-request>

<https://www.amwater.com/paaw/customer-service-billing/your-water-and-wastewater-rates>

We value our customers and are committed to working with you to manage the upcoming change in rates.

PAWC - 19.50 per month = \$39.00  
PAWC + LRBSA \$2.820 per 100 gal  
LRBSA \$26.17 line maint. fee.



# Lackawanna River Basin Sewer Authority

P.O. Box 280  
 Olyphant, PA 18447-0280  
 For Billing Inquiries Only 570-489-4738

## MONTAGE SEWER DISTRICT



6 BECKETT CLOSE  
 MOOSIC, PA 18507

### MONTAGE SEWER DISTRICT BILL

ACCOUNT: 490365934  
 SERVICE ADDRESS: 6 BECKETT CIR  
 SERVICE PERIOD: 09/01/2022 to 10/31/2022  
 BILLING DATE: 01/13/2023  
 DUE DATE: 02/17/2023

### CURRENT ACTIVITY

Sewer \$60.36  
**TOTAL CURRENT CHARGES \$60.36**

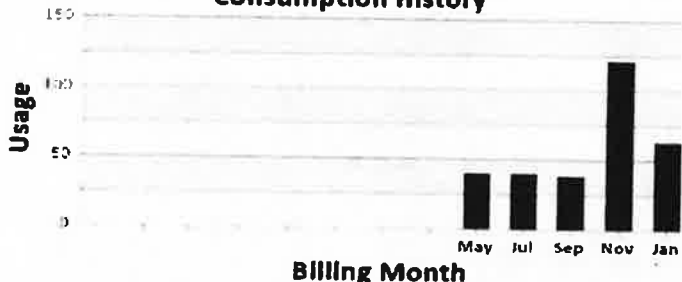
### ACCOUNT SUMMARY

PREVIOUS BALANCE \$57.36  
 PAYMENTS RECEIVED \$-67.74  
 ADJUSTMENTS \$0.00  
 BALANCE FORWARD \$-10.38  
 NEW CHARGES \$60.36  
**AMOUNT DUE \$49.98**

### METER INFORMATION

PREVIOUS		CURRENT		Usage
Date	Reading	Date	Reading	
09/26/2022	0	10/26/2022	63	63

Consumption History



### MESSAGE

### NOTICE

Any agreement of payment between owner and tenant must be considered a transaction between both and in no way concerns the Authority. Payments May Be Made By Mail Using The Payment Stub Below & Enclosed Return Envelope. Make Check or Money Order Payable To:

### MONTAGE SEWER DISTRICT BILL

Please Include Your Account Number On Checks  
 -OR-  
 By Credit Card at LRBSA.com Fee Applies.

To sign-up for Direct Auto Pay or Email Bills, please call the office at 570-489-4738.  
 This bill incorporates a PA American Water Scranton Sewer rate increase effective January 1, 2022.

Payment Coupon - For Billing Inquiries Only, Please Call 570-489-4738

TO ENSURE CORRECT POSTING OF YOUR ACCOUNT PLEASE RETURN THE BOTTOM SECTION WITH YOUR PAYMENT - MAKE SURE ADDRESS SHOWS THROUGH WINDOW

MONTAGE SEWER DISTRICT BILL  
 P.O. Box 280  
 Olyphant, PA 18447-0280



### MONTAGE SEWER DISTRICT BILL

ACCOUNT: 490365934  
 SERVICE ADDRESS: 6 BECKETT CIR  
 DUE DATE: February 17, 2023  
 AMOUNT DUE: \$49.98  
 AMOUNT DUE AFTER 02/17/2023 \$53.98

### AMOUNT ENCLOSED

MONTAGE SEWER DISTRICT BILL  
 P.O. Box 280  
 Olyphant, PA 18447-0280

RYAN MCBRIDE  
 GEORGE SCHROTH  
 6 BECKETT CLOSE  
 MOOSIC, PA 18507

EXHIBIT

tabbles  
 "B"

# Lackawanna River Basin Sewer Authority

P.O. Box 280  
Olyphant, PA 18447-0280  
For Billing Inquiries Only 570-489-4738

## MONTAGE SEWER DISTRICT



### MONTAGE SEWER DISTRICT BILL

ACCOUNT: 490365934  
SERVICE ADDRESS: 6 BECKETT CIR  
SERVICE PERIOD: 03/01/2023 to 04/28/2023  
BILLING DATE: 07/15/2023  
DUE DATE: 08/17/2023

RYAN MCBRIDE  
6 BECKETT CLOSE  
MOOSIC, PA 18507

### CURRENT ACTIVITY

Sewer \$266.67  
TOTAL CURRENT CHARGES \$266.67

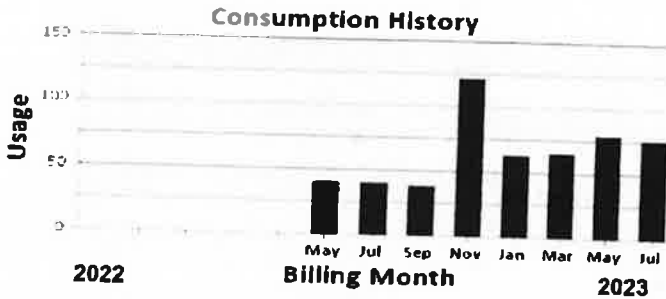
### ACCOUNT SUMMARY

PREVIOUS BALANCE \$210.10  
PAYMENTS RECEIVED \$-210.10  
ADJUSTMENTS \$0.00  
BALANCE FORWARD \$0.00  
NEW CHARGES \$266.67  
AMOUNT DUE \$266.67

### METER INFORMATION

DATE	CURRENT READING	USAGE IN GALLONS
04/19/2023	76	7600

Consumption on Graph is in Hundreds of Gallons



### MESSAGE

### NOTICE

Any agreement of payment between owner and tenant must be considered a transaction between both and in no way concerns the Authority. Payments May Be Made By Mail Using The Payment Stub Below & Enclosed Return Envelope. Make Check or Money Order Payable To:

### MONTAGE SEWER DISTRICT BILL

Please Include Your Account Number On Checks

-OR-

By Credit Card at LRBSA.com Fee Applies.

To sign-up for Direct Auto Pay or Email Bills, please call the office at 570-489-4738.  
This bill incorporates a PA American Water Scranton Sewer rate increase effective February 1, 2023.

Payment Coupon - For Billing Inquiries Only, Please Call 570-489-4738

TO ENSURE CORRECT POSTING OF YOUR ACCOUNT PLEASE RETURN THE BOTTOM SECTION WITH YOUR PAYMENT - MAKE SURE ADDRESS SHOWS THROUGH WINDOW

MONTAGE SEWER DISTRICT BILL  
P.O. Box 280  
Olyphant, PA 18447-0280



### MONTAGE SEWER DISTRICT BILL

ACCOUNT: 490365934  
SERVICE ADDRESS: 6 BECKETT CIR  
DUE DATE: August 17, 2023  
AMOUNT DUE: \$266.67  
AMOUNT DUE AFTER 08/17/2023 \$288.00

AMOUNT ENCLOSED

MONTAGE SEWER DISTRICT BILL  
P.O. Box 280  
Olyphant, PA 18447-0280

RYAN MCBRIDE  
6 BECKETT CLOSE  
MOOSIC, PA 18507

EXHIBIT

tabbies

Handwritten mark resembling a stylized 'C' or '11'.

# D

## Flat Rate Accounts

All residential dwelling units and small commercial establishments

Quarterly Rate:	\$80.00
Yearly Rate	\$304.00

## Senior Citizen Account

Residents 62 and older who own and reside in their home will receive a discount after showing proof of age and residence.

Quarterly Rate	\$72.00
Yearly Rate	\$272.00

## 2023 Rate Schedule Resolution

2022-RATE-RESOLUTION-NO-2022-002-ADOPTED-11212022-2023-RATE-SCHEDULE [Download](#)

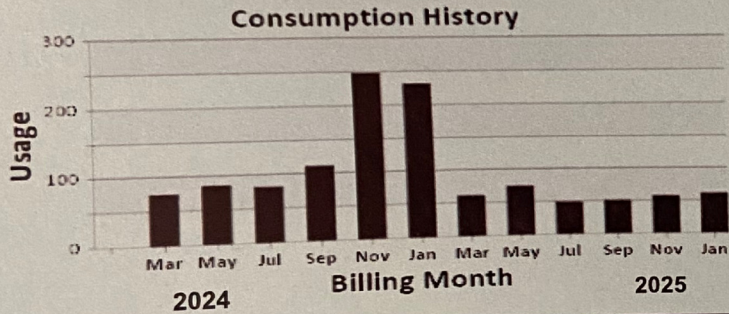


LANA GRZYBICKI  
16 ALPINE DR  
MOOSIC, PA 18507

**METER INFORMATION**

CURRENT		PREVIOUS		Usage in Gallons
Date	Reading	Date	Reading	
10/15/2024	21439	08/15/2024	21378	6,100

Consumption on Graph is in Hundreds of Gallons



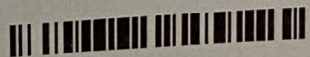
**MESSAGE**

To sign-up for Direct Auto Pay or Email Bills, please call the office at 570-489-4738.  
This bill incorporates a PA American Water Scranton Sewer rate increase effective February 1, 2023.

Payment Coupon - For Billing Inquiries Only, Please Call 570-489-4738

TO ENSURE CORRECT POSTING OF YOUR ACCOUNT PLEASE RETURN THE BOTTOM SECTION WITH YOUR PAYMENT - MAKE SURE ADDRESS SHOWS THROUGH WINDOW

**MONTAGE SEWER DISTRICT BILL**  
P.O. Box 280  
Olyphant, PA 18447-0280



ACCOUNT: 16 ALPINE DR  
SERVICE ADDRESS:  
SERVICE PERIOD: 09/01/2024 to 10/31/2024  
BILLING DATE: 01/15/2025  
DUE DATE: 02/18/2025

**CURRENT ACTIVITY**

Sewer \$212.65  
TOTAL CURRENT CHARGES \$212.65

**ACCOUNT SUMMARY**

PREVIOUS BALANCE \$189.22  
PAYMENTS RECEIVED \$-189.22

ADJUSTMENTS \$0.00  
BALANCE FORWARD \$0.00  
NEW CHARGES \$212.65

**AMOUNT DUE \$212.65**

**NOTICE**

Any agreement of payment between owner and tenant must be considered a transaction between both and in no way concerns the Authority. Payments May Be Made By Mail Using The Payment Stub Below & Enclosed Return Envelope. Make Check or Money Order Payable To:

**MONTAGE SEWER DISTRICT BILL**

Please Include Your Account Number On Checks  
-OR-  
By Credit Card at LRBSA.com Fee Applies.

**MONTAGE SEWER DISTRICT BILL**

ACCOUNT: 490321  
SERVICE ADDRESS: 16 ALPINE DR  
DUE DATE: February 18, 2025  
AMOUNT DUE: \$212.65  
AMOUNT DUE AFTER 02/18/2025 \$229.00

AMOUNT ENCLOSED

Complainant's

5

AGREEMENT

FOR

THE ACCEPTANCE, CONVEYANCE, TREATMENT, AND DISPOSAL OF  
WASTEWATER RECEIVED FROM THE MONTAGE, INC. WASTEWATER COLLECTION  
SYSTEM AT THE SCRANTON WASTEWATER COLLECTION SYSTEM AND  
WASTEWATER TREATMENT PLANT

THIS AGREEMENT, made and entered into as of 24<sup>th</sup> day of July, <sup>2003</sup>~~2002~~, by and among: 8/13

THE SEWER AUTHORITY OF THE CITY OF SCRANTON, a Municipality Authority, organized and existing under the Laws of the Commonwealth of Pennsylvania, situated in the City of Scranton, County of Lackawanna, and State of Pennsylvania, having its' office at 307 North Washington Avenue, Scranton, Pennsylvania 18503, hereafter called "SSA",

A  
N  
D

The CITY OF SCRANTON, a Municipal Corporation existing under the Laws of the Commonwealth of Pennsylvania having its' office at Scranton City Hall, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "City of Scranton".

A

N

D

LACKAWANNA COUNTY, a Municipal Corporation existing under the Laws of the Commonwealth of Pennsylvania, having its' office at 200 Adams Avenue, Scranton, Pennsylvania 18503, hereafter called "COUNTY",

A

N

D

LACKAWANNA RIVER BASIN SEWER AUTHORITY, a Municipality Authority organized and existing under the Laws of the Commonwealth of Pennsylvania, situated in the Borough of Throop, County of Lackawanna, and State of Pennsylvania, having its' office at Rear 145 Boulevard Avenue, Throop, Pennsylvania, 18512, hereafter called "LRBSA ".

A

N

D

MOOSIC BOROUGH, a Municipal Corporation existing under the Laws of the Commonwealth of Pennsylvania, having its office at 715 Main Street, Moosic, Pennsylvania, 18507, hereafter called "MOOSIC".

WITNESSETH

WHEREAS, SSA is the owner of certain wastewater collection sewers and wastewater treatment plant ("Scranton Sewer System") and operates such system under agreement with the City of Scranton; and,

WHEREAS, the City of Scranton by virtue of File of Council No. 21-1990 must approve additional flow to the SSA generated outside the City of Scranton and the Borough of Dunmore; and,

WHEREAS, COUNTY is in the process of constructing and owns a wastewater collection system ("Montage Sewer System ") to serve a project referred to as Montage, Inc. located in Moosic Borough and the City of Scranton; and,

WHEREAS, LRBSA and the COUNTY are willing to operate and maintain the Montage Sewer System upon the terms and conditions more fully set forth at length herein; and,

WHEREAS, it is in the public interest to provide for treatment of sanitary sewage from the Montage Sewer System at the Scranton Sewer Authority; and,

WHEREAS, SSA, is willing to accept sanitary sewage from COUNTY'S Montage Sewer System and provide wastewater conveyance and treatment upon the terms and conditions more fully set forth hereinafter below.

NOW, THEREFORE, in consideration of the following promises, covenants, terms and agreements and the mutuality thereof and each party, intending to be legally bound hereby, the parties agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. The following words, terms and phrases used in this Agreement shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning.

Words, terms and phrases are as follows:

- (1) ALLOWABLE INDUSTRIAL WASTE: Any solid, liquid or gaseous substance, water-borne or form of energy ejected or escaping from any industrial, manufacturing, trade or business process or from the development, recovery or processing of natural resources, as distinct from sanitary sewage, which complies with all provisions of City of Scranton Ordinance File of Council No. 52 – 1996 or amendments or revisions thereto, and/or any requirements promulgated by the Environmental Protection Agency, and which is allowed to be discharged into the sewer system by the City of Scranton and Borough of Dunmore, Lackawanna County, Pennsylvania, or allowable by the rules and regulations of the City of Scranton.
- (2) BUILDING SEWER: Shall mean that part of the main building or house drain or sewer line inside the walls of the building and extending through the wall to a point five (5') feet outside the wall and connecting to the Service Line or House Connection.

- (3) CITY OF SCRANTON: The City of Scranton, Lackawanna County, Pennsylvania, or its duly authorized representatives or agents. Such agents shall include The Sewer Authority of the City of Scranton, Pennsylvania, as appropriate under applicable agreement(s) with the City.
- (4) DRAINAGE AREA: The area planned to be served by the Montage Sewer System as depicted on Exhibit "A" to this Agreement.
- (5) EQUIVALENT DWELLING UNIT: A measurement of flow for purposes of allocating or estimating capacity, and establishing fees. For the purpose of this agreement, one EDU shall be equivalent to 265 gallons per day. The minimum EDU allocation is 265 gallons per day. EDUs shall be rounded to the next whole number.
- (6) GROUND WATER: That water which is contained in or passing through the ground.
- (7) INFILTRATION: The water entering a sewer system, including building sewers, from the ground through such means as defective pipes, pipe joints, connections, or manhole walls. Infiltration does not include and is distinguished from inflow.
- (8) INFLOW: The water discharged to a sewer system, including service connections, from such sources as roof leaders; cellar, yard and area drains; foundation drains; cooling water discharges; drains from springs and swampy areas; manhole covers; cross-connections from storm sewers, combined sewers or catch basins; storm waters; surface runoff; street washers; or drainage. Inflow does not include and is distinguished from infiltration.
- (9) MONTAGE SEWER DISTRICT: A sewer district created by the LRBSA and the COUNTY within Moosic Borough and the City of Scranton to the limits of the Drainage Area as set

forth in attached Exhibit "A" for the purpose of providing services required under the terms of this Agreement.

- (10) MONTAGE SEWER SYSTEM: All the facilities now or hereafter owned by the COUNTY for the collection and transportation of Sanitary Sewage emanating from a project known as Montage, Inc., and other users within the Drainage Area.
- (11) NON-RESIDENTIAL ESTABLISHMENT: Any establishment now or hereafter served by a sewer system other than a Residential Establishment.
- (12) RESIDENTIAL ESTABLISHMENT: Any establishment used wholly or in part for residential purposes.
- (13) SANITARY SEWAGE: The normal water-carried household and toilet waste from any improved property, excluding, however, the effluent from septic tanks or cesspools, rain, storm and ground water, as well as roof or surface water, drainage or percolating or seeping waters, or accumulation thereof, whether underground or in cellars or basements.
- (14) SANITARY SEWER: A sewer which carries sewage and/or authorized industrial wastes and to which storm, surface, and ground waters are not intentionally admitted.
- (15) SCRANTON SEWER SYSTEM: All the facilities now or hereafter owned by the SSA and now existing or hereafter to be constructed in the City of Scranton and the Borough of Dunmore, or by contract or agreement outside these municipalities, for the collection, transportation, treatment, and disposal of Sanitary Sewage and Acceptable Industrial Wastes.
- (16) SEWER: A pipe or conduit for carrying sanitary sewage, or authorized industrial waste.

- (17) STORMWATER: Any flow occurring during or following any form of natural precipitation and resulting therefrom.
- (18) USER: Any person or entity who contributes, causes or permits the contribution of wastewater into the sewer system, including persons or entities whose premises are connected to a sewer extension constructed by either a municipality or private developer.
- (19) WASTEWATER: The liquid and water-carried industrial or domestic wastes from dwellings, commercial building, industrial facilities, and institutions, whether treated or untreated, which is contributed into or permitted to enter the sewer system.

## ARTICLE II

### MONTAGE PROJECT, SERVICE, AND TERM

SECTION 2.01. The Montage Sewer District agrees to continuously operate and maintain the Montage Sewer System, and the COUNTY and LRBSA agree that the SSA and MOOSIC shall have no obligation or responsibility with respect to said facilities. MOOSIC agrees to continuously operate and maintain all other sewer lines existing and constructed for the purposes of sewage collection within the Montage Sewer District and Moosic Borough, located within public right-of-way and properly dedicated over to and accepted by MOOSIC with all necessary rights of way and easements and discharging to the Montage Sewer System.

SECTION 2.02. The parties agree that the Montage Sewer District shall discharge wastewater to the Scranton Sewer System for treatment and disposal at the existing point of connection indicated on

the approved plans and as identified on Exhibit "D", or at such additional points of connection as are agreed upon.

SECTION 2.03. The SSA agrees that it will receive wastewater from the Montage Sewer District, pursuant to provisions hereof, for conveyance, treatment and disposal with the Scranton Sewer System.

SECTION 2.04. The LRBSA, MOOSIC, and the COUNTY covenant and agree that the SSA, during the term hereof, shall be the sole and exclusive agency to provide wastewater conveyance, treatment and disposal services to wastewater emanating from the Montage Sewer System or Users thereof in the Drainage Area contemplated to be served by the Montage Sewer System, (which Drainage Area is shown on Exhibit "A" hereto), pursuant to provisions hereof.

The provisions of this Section 2.04, however, shall not prejudice the LRBSA or MOOSIC with respect to its rights to the use of existing wastewater treatment facilities not owned or operated by the SSA, which are presently being utilized by the LRBSA or MOOSIC, including the Lower Lackawanna Valley Sanitary Authority wastewater treatment plant; nor shall such covenants of exclusivity and non-competition be construed now or during their term hereof to prejudice LRBSA or MOOSIC should any governmental agency of the Commonwealth of Pennsylvania or of the United States, including DEP or EPA, order a change in treatment flows, prohibit additional connections or require the sharing of new treatment facilities with a municipality or municipal authority which is not a party herein. Nor shall LRBSA or MOOSIC be prejudiced from using non-SSA facilities should the City of Scranton or SSA prohibit additional connections.

The COUNTY, MOOSIC and LRBSA agree to not permit the disposal or discharge of wastes to the Montage Sewer, which wastes emanated from activities outside of the Drainage Area, except with the written approval of all parties.

SECTION 2.05. The COUNTY, MOOSIC and the LRBSA agree that all wastewater emanating from the Montage Sewer System and discharged to the Scranton Sewer System for conveyance, treatment and disposal will be subject to the terms and provisions hereof.

SECTION 2.06. The SSA will accept into the Scranton Sewer System for conveyance, treatment, and disposal, Sanitary Sewage meeting the standards set forth in Exhibit "B" attached hereto from the Montage Sewer System only to the quantity and extent and as provided in Section 4.01 and Section 4.05 below, provided, however, that nothing herein contained shall preclude the SSA and the City of Scranton from granting additional capacity to the Montage Sewer District upon mutually agreeable terms and conditions to all parties. The SSA will treat and dispose of all such wastewater in accordance with sound engineering and industry standards and in accordance with all relevant requirements of governmental agencies and judicial authorities having jurisdiction in the matter.

SECTION 2.07. Except as provided herein, this Agreement shall begin on the date on Page 1 and shall continue in effect until such time that any one of the Parties cease to exist or are no longer empowered by charter to perform wastewater services. This Agreement may be extended by incorporation of a successor to one of the Parties only by mutual consent of all Parties.

Any party to this Agreement may unilaterally terminate this Agreement by tendering written notice of its intention to do so to all parties herein. Upon the tendering and receipt of written notice of intention to terminate, then this Agreement and its respective provisions shall be terminated and

declared null and void five (5) years after said notice of intention to terminate has been received by the respective parties. In the event of termination, the Montage Sewer System must be completely withdrawn or disconnected from the Scranton Sewer system and reconnected to another sewer system at no cost to the Scranton Sewer Authority, within one (1) year of the expiration of the five (5) year termination period.

### ARTICLE III

#### RATES, CHARGES AND PAYMENTS

SECTION 3.01. The parties agree that the SSA shall impose rates and charges upon the Montage Sewer District for appropriate services rendered by the SSA, which rates and charges shall be established as provided in Section 3.02 herein.

SECTION 3.02. The rates for wastewater conveyance, treatment, and disposal services by the SSA relative to wastewater received from the Montage Sewer System will be the same rates applicable to other Users of the Scranton Sewer System, as enacted in City of Scranton Ordinance(s) or other proper legal instruments, and as may be revised from time to time. Current applicable City of Scranton Ordinances are contained in Exhibit "B". Users of the Montage Sewer System located in the Montage Sewer District outside the City of Scranton shall be billed individually by the LRBSA an amount equal to the current SSA metered consumption rate for conveyance, treatment and disposal services by the SSA, plus a conveyance service fee representing the LRBSA's operating costs for the Montage Sewer System. For residential users, this service fee shall be in the initial amount of \$20.00 per quarter. For

non-residential users, the service fee shall be an additional 28% per quarter added to the SSA treatment fee, but in no case less than the residential service fee per quarter.

The SSA's calculated charge for users of the Montage Sewer System located outside the City of Scranton shall be billed in the aggregate to the LRBSA on a bi-monthly basis.

With respect to Users located within the City of Scranton and connected to the Montage Sewer System, it is mutually agreed by and between the parties that the SSA will bill and charge these Users individually and directly for conveyance and treatment at the same rate applicable to other Users of the Scranton Sewer System. With regard to these Users, it is agreed by and between the parties that the LRBSA and the COUNTY shall be reimbursed in an amount equal to fifteen percent (15%) of the bi-monthly billing for these users located within the City of Scranton, which said cost represents the cost factor in operating and maintaining the Montage sewer System. The LRBSA shall apply this amount as a credit to the treatment fee costs invoiced to the LRBSA bi-monthly by SSA for Montage Sewer System users outside the City of Scranton. The SSA shall provide the LRBSA information upon request as necessary to calculate or verify billing of said users located within the City of Scranton including water consumption data used for billing, updated user lists or such other information as is routinely utilized in billing of sewer use fees.

In addition to the above and consistent with governing regulations, MOOSIC shall maintain the right to bill all properties within the Montage Sewer District that are located wholly or partially within the Borough of Moosic, for an amount not to exceed the sewer collection service fee charged all other users in Moosic Borough. The initial amount of this fee shall be \$70.00 per annum per residential user or EDU.

Should the City of Scranton on behalf of the SSA and/or the SSA, LRBSA or MOOSIC increase or decrease their fees for all other users of their respective systems, that party shall apply the same percentage increase or decrease to that party's individual fee assessed under this Agreement.

SECTION 3.03. The SSA and LRBSA each maintain the right to assess connection, tapping, permit or other initial fees as applicable for all new users within the Montage Sewer District and utilizing their respective sewage facilities, whether located in the Borough of Moosic or the City of Scranton in an amount determined by each consistent with the governing regulations. In addition MOOSIC shall retain and/or maintain the right to assess its connection, tapping, permit or other initial fee for all property located wholly or partially within the Borough of Moosic in an amount determined by MOOSIC to be consistent with governing regulations and applicable laws.

Upon issuance of a new connection permit by either the LRBSA or SSA within the Montage Sewer District for new construction that will be provided sewage treatment by the SSA, either the LRBSA or SSA, as applicable, shall send a copy of aforementioned permit to the other parties of the agreement within ten (10) days of issuance. MOOSIC shall agree not to issue a municipal building permit until receipt of evidence from the developer, or confirmation from the LRBSA and SSA, that the appropriate sewer permits have been issued by these agencies.

It is further agreed among the parties that a flow meter and chart recorder will be installed at the Montage pumping station. The SSA shall have access to the aforementioned flow meter and chart recorder providing reasonable notice has been given to the LRBSA.

SECTION 3.04. The SSA, LRBSA and MOOSIC each agree to share current user information with the other parties by providing updated billing lists, identifying new connections, permits issued,

additions or deletions of customers based on the information available to them on a quarterly basis. Each party shall provide their billing list update to the other two parties for each preceding quarter by the last day of January, April, July and October of each calendar year.

By February 15<sup>th</sup> of each year, the LRBSA shall prepare and distribute to all parties to this agreement an updated copy of Exhibit "C" incorporating new planning approvals and sanitary sewer connections completed within the preceding year based on the available documentation including sewer connection permits and approved PADEP Planning Modules.

The SSA shall continue to own, operate and maintain that portion of the sewers from the point of connection to the Scranton Sewer System to and including the manhole designated MH 7A all located within the City of Scranton and as identified in attached Exhibit "D".

#### ARTICLE IV

##### CHARACTER AND VOLUME OF FLOWS

SECTION 4.01. The LRBSA and the COUNTY agree (a) that they will not permit a maximum daily wastewater flow rate from the Montage Sewer System to the Scranton Sewer System which exceeds 1.5 times an average daily wastewater flow allocation of 579,658 gallons per day, as summarized in attached Exhibit "C" and (b) that they will not permit a peak hourly wastewater flow rate to the Scranton Sewer Authority which exceeds 750 gallons per minute.

SECTION 4.02. Should at any time the flow of wastewater from the Montage Sewer System exceed the volume limits at the time applicable under this Agreement or should at any time the quality of such flow be in violation of the standards established by the SSA, the LRBSA, MOOSIC and the

COUNTY shall be liable for, in addition to the separate charge provided for in Section 3.02, any actual damage suffered by the SSA by reasons of such violations, unless the source of said violation emanates from a user within the City of Scranton, and the SSA shall have the absolute right to have any such violation cease forthwith. If the SSA notifies the LRBSA, MOOSIC and/or the COUNTY of any violation of such volume limits or quality standards and the LRBSA, MOOSIC and/or the COUNTY do not take immediate steps to correct the violation, the SSA may bring suit at law or in equity to compel such corrective action.

SECTION 4.03. It is further agreed among the parties that any new sewer line construction located within public right-of-way and within the Montage Sewer District, other than lines constructed by the COUNTY or LRBSA, will be dedicated over to the municipality in which the new sewer line(s) are constructed and that municipality, or its authorized agents, will also assume the responsibility to maintain the same. Acceptance of new sewer lines by the municipality shall be contingent upon approval of the new facilities by the municipal engineer and approval of the instrument of dedication by the municipal solicitor.

SECTION 4.04. The LRBSA, MOOSIC and the COUNTY may request additional wastewater conveyance, treatment, and disposal capacity in the Scranton Sewer System in the future, which will be granted by the City of Scranton and/or the SSA if sufficient capacity exists in its system that is determined to be not required by the City of Scranton and/or the SSA for other purposes. In the event of such a request for additional capacity, the SSA shall not be obligated to construct any additions or improvements to the Scranton Sewer System unless such construction is determined to be feasible by the SSA and its Consulting Engineers; provided, however, that the SSA shall not unreasonably refuse to

construct or cause to be constructed such additions and improvements requested by the other parties at the sole cost and expense of the LRBSA, MOOSIC and/or the COUNTY.

SECTION 4.05. The SSA may establish from time to time uniform (within all areas serviced by the Scranton Sewer System) standards of acceptability of wastewater to be discharged into the Scranton Sewer System. Such standards shall be reasonable and similar to the customary regulatory standards imposed with regard to similar facilities and service area conditions. The Scranton Sewer System is designed primarily for the treatment and disposal of Sanitary Sewage and Allowable Industrial Wastes. The Montage Sewer District shall not permit any connection for the disposal of any waste other than Sanitary Sewage to be made to the Montage Sewer System except upon prior specific written permit of the SSA; provided that the acceptance for treatment and disposal by the SSA of wastes other than Sanitary Sewage shall be in accordance with the current uniform standards established by the SSA and/or the City of Scranton for all areas serviced by the Scranton Sewer System. (The current uniform standards are attached hereto and made a part of this Agreement as Exhibit "B"). Reasonable notice of any changes therein shall be given by the SSA to the LRBSA and shall become part of this Agreement.

## ARTICLE V

### MISCELLANEOUS PROVISIONS

SECTION 5.01. The City of Scranton and/or the SSA and LRBSA establish, maintain, levy, impose, and collect charges, rentals, and fees sufficient to enable them to pay therefrom (except to the extent that other funds are legally available for the purpose) the annual charges required under this Agreement to be

paid to the SSA and to the LRBSA and to operate and maintain their respective sewer systems in good repair and working order as herein required.

All such rates and charges shall be in compliance with all governing requirements of the Commonwealth of Pennsylvania and the United States of America. The parties hereto agree to enter into appropriate amendments or supplements to this Agreement when and if necessary to equitably apportion any charges required by such requirements.

SECTION 5.02. Each of the LRBSA, MOOSIC and the COUNTY covenants that it will adopt, enforce and keep in full force and effect continuously during the term hereof, and ordinance or ordinances or resolution or resolutions, as appropriate, prohibiting the discharge into the Montage Sewer System of any wastes which are prohibited to be discharged into the Scranton Sewer System under rules and regulations of the SSA and/or Ordinances of the City of Scranton in effect at the time and on file with the other parties. It is the intention of this Agreement that only Sanitary Sewage may be discharged into the Montage Sewer System.

The City of Scranton, SSA, COUNTY, MOOSIC and LRBSA agree to adopt such ordinances and/or resolutions which are necessary to impose any rates, charges, tariffs or requirements upon any of the Users of the Montage Sewer System which are required to be imposed on such Users by provisions hereof, or which relate to obligations assumed hereunder.

SECTION 5.03. The SSA, LRBSA and MOOSIC shall give notice of the connection of any Residential Establishment or Non-Residential Establishment to any sewer which discharges wastewater, directly or indirectly, to the Montage Sewer System and Scranton Sewer System, quarterly per Section 3.04. The COUNTY, MOOSIC and LRBSA, shall comply with rules and regulations of the SSA with

respect to Residential Establishments and Non-Residential Establishments and Industrial Users, and wastewater therefrom.

SECTION 5.04. Except as otherwise specifically provided to the contrary herein below, each of the parties hereto shall pay or cause to be paid all costs, charges, and expenses incurred in or in connection with construction, operation, maintenance, and repair of their respective sewer systems and the making of all extensions and improvements thereto. Each of the parties hereto agrees to keep and maintain its sewer system at all times in good repair and order and efficient operating condition and to meet the standards prescribed by the Department of Environmental Protection of the Commonwealth of Pennsylvania or any other governmental agency or judicial authority having jurisdiction thereof.

SECTION 5.05. No party hereto shall in any manner be liable for damages or demands arising out of the design, construction, operation, maintenance, or repair of any collection system or extensions or improvements thereto, other than its own unless such damages or demands occur through negligent acts or omissions committed by that party.

SECTION 5.06. The COUNTY, MOOSIC and the LRBSA covenant that they will not assign their interests herein, except an assignment to a party hereto, without written consent of the SSA and, if such consent shall be given, then only subject to conditions which may be set forth in such consent.

The COUNTY, MOOSIC and the LRBSA covenant that they will not convey their sewage collection system which discharges wastewater to the Scranton Sewer System to a municipality, municipality authority or other public authority or public body, except a party hereto, without written consent of the SSA, and, if such consent shall be given, then only subject to conditions which may be set

forth in such consent; provided, however, that any such conveyance shall not relieve such party of its obligation hereunder.

SECTION 5.07. The COUNTY, MOOSIC and the LRBSA covenant that the SSA, by its duly authorized representatives, at reasonable times, may inspect any part of its sewage collection system which discharges wastewater to the Scranton Sewer System.

The SSA covenants and agrees that either of the COUNTY, MOOSIC and the LRBSA, by their duly authorized representatives, at reasonable times, may inspect the Scranton Sewer System.

SECTION 5.08. Each of the parties hereto agrees to employ a Consulting Engineer at all times to perform the functions of such Engineer provided for by this Agreement.

SECTION 5.09. Upon completion of the construction of the Montage Sewer System, and any future improvements or extensions thereto, MOOSIC, the COUNTY and/or the LRBSA shall forthwith deliver to the SSA a certificate from MOOSIC's, the COUNTY's and/or the LRBSA's Consulting Engineer that the construction was inspected by said Consulting Engineer and has been completed in accordance with the approved plans and specifications and other applicable standards as agreed to herein. Three (3) copies of record drawings and specifications shall accompany any such certificate.

It is further agreed among the parties that any new sewer line construction located within public right-of-way within the Montage Sewer District, other than lines constructed by the COUNTY or LRBSA, will be dedicated over to the municipality in which the new sewer line(s) are constructed and that municipality, or its authorized agents, will also assume the responsibility to maintain the same. Acceptance of the new sewer lines by the municipality shall be contingent upon approval of the new

facilities by the municipal engineer and approval of the instrument of dedication by the municipal solicitor.

SECTION 5.10. The COUNTY, MOOSIC, City of Scranton and/or SSA and the LRBSA covenant to comply with all valid acts, rules, regulations, orders and directives of any legislative, executive, administrative or judicial body applicable to construction, operation, repair, and maintenance related to its sewer system which discharges wastewater to the Scranton Sewer System or Montage Sewer System.

SECTION 5.11. Each party covenants that during the term of this Agreement it will not discontinue operation of its sewage collection system.

SECTION 5.12. The SSA without written consent of the other parties may enter into Agreements, from time to time, in addition to this Agreement, with any person, party, corporation, entity, municipality, or municipal authority pursuant to which the SSA shall agree to convey, treat and/or dispose of wastewater of the other party to such Agreement, in connection with use and operation of the Scranton Sewer System.

SECTION 5.13. The COUNTY, MOOSIC and the LRBSA agree to comply (including furnishing necessary information to the SSA) with requirements of statutes, rules, regulations and conditions relating to the SSA's National Pollutant Discharge Elimination System (NPDES) Permit, Water Quality Management Permit, Solid Waste Management Permit, Air Quality Permit, Industrial Pretreatment Program, and any other federal or state permits or agreements, and the obligation of the SSA thereunder, which relate to Users of the COUNTY, MOOSIC and the LRBSA.

SECTION 5.14. The COUNTY, MOOSIC and the LRBSA, as appropriate, agree to implement and perform infiltration and inflow studies and corrective procedures necessary to limit excessive inflow and infiltration of Storm Water or Ground Water into any part of any sewer system discharging wastewater to the Scranton Sewer System in a manner satisfactory to the SSA in accordance with generally recognized standards of engineering practice, or, as appropriate, in a manner which complies with any grant, agreement, or any other law, rule or regulation which governs the Montage Sewer System or the Scranton Sewer System.

The SSA agrees to implement and perform infiltration and inflow studies and corrective procedures necessary to limit excessive inflow and infiltration of Storm Water and Ground Water into any part of the sewer system properly dedicated over to the City of Scranton and/or the SSA, located in the City of Scranton and discharging wastewater to the Montage Sewer System, in a manner satisfactory to the LRBSA and/or MOOSIC in accordance with generally recognized standards of engineering practice, or as appropriate, in a manner that complies with any grant, agreement or any other law, rule or regulation that governs the Montage Sewer System or the Scranton Sewer System.

The requirement for all parties to perform an infiltration and inflow evaluation of their respective sewer systems shall apply if the maximum daily flow limit specified in Section 4.01, or as amended in the future, is exceeded on three ( 3) or more days during a given calendar year.

SECTION 5.15. The COUNTY, MOOSIC and the LRBSA agree that any construction of and/or extensions to the Montage Sewer System shall be made in accordance with the latest standards of the SSA. Applicable SSA policies and documents, revisions, and supplements thereto shall be adhered to such as, but not limited to: "Standard Construction and Material Specifications for Sanitary Sewer

Extensions for the Sewer Authority of the City of Scranton"; "Requirements of the Sewer Authority of the City of Scranton for the Construction of Sanitary Sewer Extensions"; and "Requirements of the Sewer Authority of the City of Scranton for Connection of Storm Water and Ground Water Drainage". Such construction and/or extensions shall also conform to applicable federal and state law, including but not limited to compliance with the standards set forth in the Pennsylvania Department of Environmental Protection "Domestic Wastewater Facilities Design Manual", and revisions or supplements thereto.

SECTION 5.16. The LRBSA, SSA, MOOSIC and the COUNTY shall require all parties constructing extensions to the Montage Sewer System to comply with all applicable provisions of this Agreement. Furthermore, except for sewer extensions constructed by the COUNTY or LRBSA, all new sewer extensions located within public right-of-way shall be conveyed with appropriate rights-of-way to the municipality in which the extension is located provided that said facilities comply with the standards and requirements of the municipality. The COUNTY, SSA, MOOSIC and/or the LRBSA shall require the municipality owning any sewer extension, if not a party to this Agreement, to comply with all applicable provisions of this Agreement.

The LRBSA, MOOSIC and the COUNTY shall require all Parties constructing such extensions to submit to the SSA copies of applicable DEP Planning Modules, DEP permit applications, DEP permits, construction drawings, certificate of completion by the engineer appointed by the Montage Sewer District, and record drawings, as such documents are developed.

SECTION 5.17. The LRBSA, SSA, MOOSIC and the COUNTY agree that all sewers constructed as a part of or connected to the Montage Sewer System will be Sanitary Sewers; will not connect and will not permit to be connected to said sewers any contributions of Storm Water and/or

Ground Water; and will take any and all necessary action to remove or have removed sources of Storm Water or Ground Water when any such connections become known.

SECTION 5.18. The SSA, MOOSIC, COUNTY, and the LRBSA agrees that any party shall have the right to review, at any time, the volume, pollutant load and character of wastewater being discharged to the Scranton Sewer System, from the Montage Sewer System and to determine whether excessive flows of wastewater, or wastewater of excessive pollutant load, strength or character are being discharged to the Scranton Sewer System, which determination shall be made by application of generally accepted engineering standards and practices. The SSA shall have the right to regulate and limit any such excessive flows of wastewater or wastewater of excessive strength, pollutant load, strength or character to the Scranton Sewer System. The LRBSA shall provide access to the Montage Sewer System, upon reasonable notice and at reasonable times, as may be required by the SSA to sample or verify the characterization of the wastewater flow. MOOSIC shall provide similar access to SSA for lines owned and maintained by Moosic Borough.

SECTION 5.19. A right of recourse is reserved unto the SSA to exercise or utilize any legal remedies available at law or equity or otherwise in the event that the SSA determine the COUNTY or the LRBSA is discharging wastewater of excessive flows, pollutant load or strength, as determined in accordance with 5.16 hereof.

SECTION 5.20. Disputes arising hereunder shall be subject to arbitration under laws of the Commonwealth of Pennsylvania.

SECTION 5.21. Should any one or more of the provisions of this Agreement for any reasons be held illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement

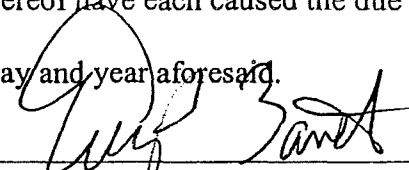
and this Agreement shall in such circumstances be construed and enforced as if such illegal or invalid provisions had not been contained herein.

SECTION 5.22. The construction and effect of this Agreement or any amendment to this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

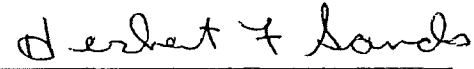
SECTION 5.23. This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.


SECTION 5.24. This Agreement shall become effective upon its execution and delivery by the parties hereto, and, subject to termination in accordance with the provisions hereof, the term hereof shall be perpetual.

IN WITNESS WHEREOF, the several parties hereof have each caused the due execution and attestation hereof by its duly authorized officers as of the day and year aforesaid.

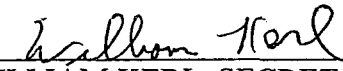
  
\_\_\_\_\_  
EUGENE BARRETT, CHAIRMAN OF THE BOARD OF THE SCRANTON SEWER AUTHORITY (SEAL)

ATTEST:


  
\_\_\_\_\_  
HERBERT SANDS, SECRETARY OF THE BOARD OF THE SCRANTON SEWER AUTHORITY

  
\_\_\_\_\_  
MATTHEW SKROBISZEWSKI, CHAIRMAN OF THE BOARD OF THE LACKAWANNA RIVER BASIN SEWER AUTHORITY (SEAL)

ATTEST:

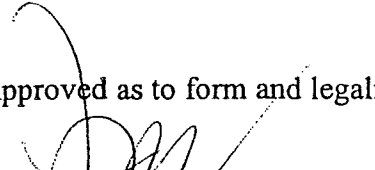
  
\_\_\_\_\_  
WILLIAM KERL, SECRETARY OF THE BOARD OF THE LACKAWANNA RIVER BASIN SEWER AUTHORITY


  
\_\_\_\_\_  
JOSEPH MERCATILI, CHAIRMAN OF MOOSIC BOROUGH COUNCIL (SEAL)

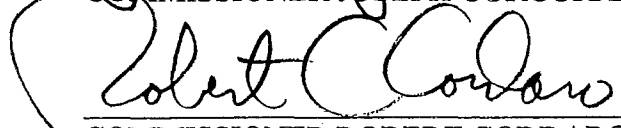
  
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CLAIRE CONABOY, MOOSIC BOROUGH SECRETARY

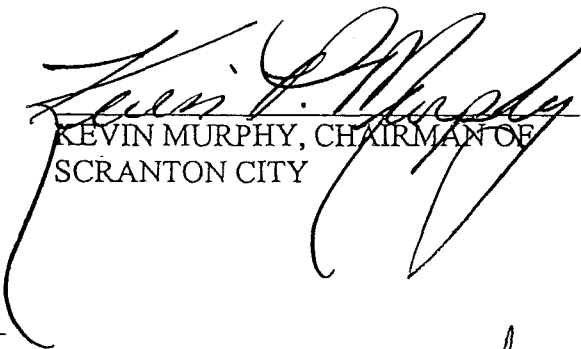
  
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COMMISSIONER RANDY CASTELLANI (SEAL)

Approved as to form and legality

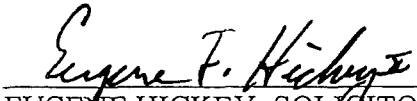
  
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JOSEPH O'BRIEN,  
COUNTY SOLICITOR

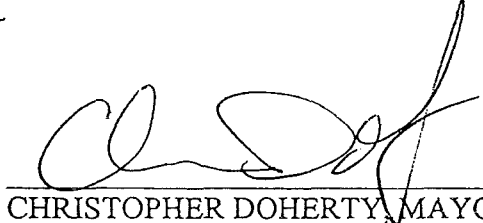
  
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COMMISSIONER JOSEPH CORCORAN

  
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COMMISSIONER ROBERT CORDARO

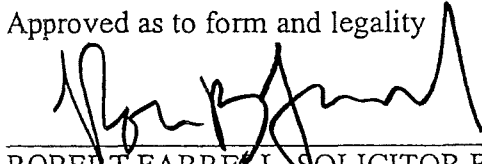
  
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KEVIN MURPHY, CHAIRMAN OF  
SCRANTON CITY (SEAL)

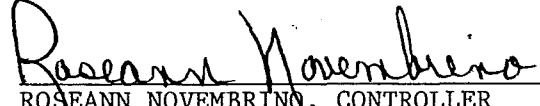
Approved as to form and legality

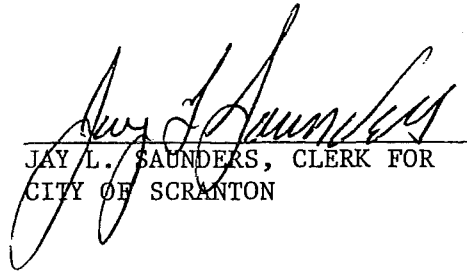
  
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EUGENE HICKEY, SOLICITOR FOR  
SCRANTON CITY COUNCIL

  
\_\_\_\_\_  
CHRISTOPHER DOHERTY, MAYOR  
SCRANTON CITY (SEAL)

Approved as to form and legality

  
\_\_\_\_\_  
ROBERT FARRELL, SOLICITOR FOR  
CITY OF SCRANTON

  
\_\_\_\_\_  
ROSEANN NOVEMBRINO, CONTROLLER  
FOR CITY OF SCRANTON

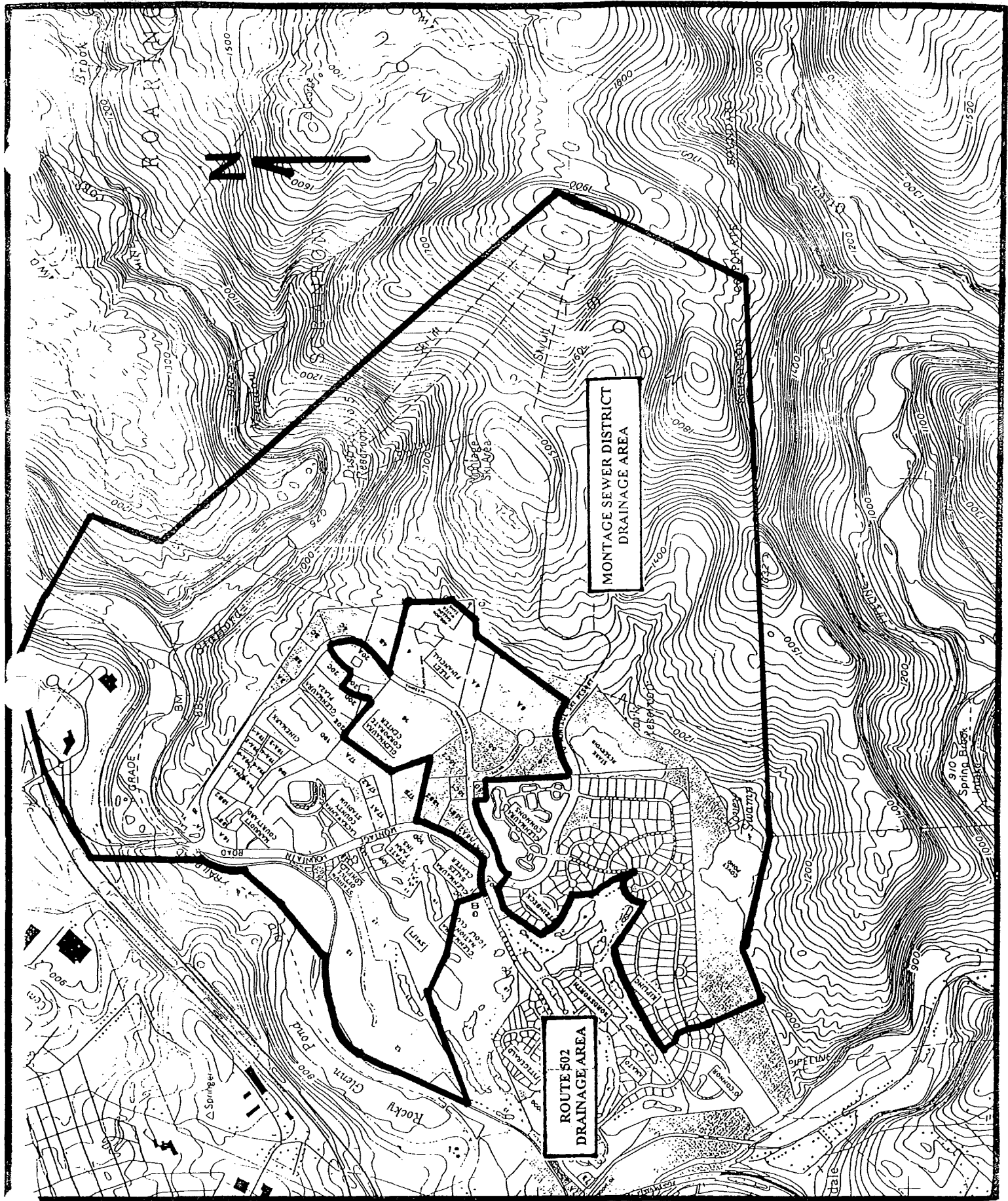
  
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JAY L. SAUNDERS, CLERK FOR  
CITY OF SCRANTON

Montage Sewer District Service Agreement

Exhibit "A"

Montage Sewer District Map

NOTE: Glenmaura Corporate Center Parcel No. 16 has been issued a connection permit by the SSA to treat flow received via the Montage Pump Station. However, this parcel shall be allowed the option of discharging to the Route 502 line depending on the final development plan of the parcel and provisions for on site utilities.



**MONTAGE SEWER DISTRICT  
PLAN**

Scale: 1" = 2000' +/-

Parcel 16 - See Attached Note

EXHIBIT "B"

and referred to Committee on MARCH 6, 1996

RULES  
*Frank J. Naughton*  
City Clerk

FILE OF COUNCIL NO. 51

1996

AN ORDINANCE  
(AS AMENDED)

ESTABLISHING REGULATIONS FOR THE DISCHARGE OF INDUSTRIAL WASTE INTO THE SEWER SYSTEM; PROVIDING FOR THE REQUIREMENT OF CERTAIN PERMITS AND FEES; PROVIDING FOR CERTAIN SAMPLING FLOW MEASUREMENT, TESTING, AND INSPECTION; DEFINING CERTAIN TERMS; AND IMPOSING PENALTIES.

THE COUNCIL OF THE CITY OF SCRANTON HEREBY ORDAINS AND ENACTS AS FOLLOWS:

SECTION 1 - GENERAL PROVISIONS

1.1 Purpose and Policy

This Ordinance sets forth uniform requirements for contributors to the Sewer System within the City of Scranton and enables the City to comply with all applicable State and Federal laws required by the Clean Water Act of 1977 and the General Pretreatment Regulations (40 CFR, Part 403).

The objectives of this Ordinance are:

- (1) To prevent the introduction of Pollutants into the Sewer System which will interfere with the operation of the system or contaminate the resulting sludge;
- (2) To prevent the introduction of Pollutants into the Sewer System which will pass through the system, inadequately treated, into the receiving waters or the atmosphere or otherwise be incompatible with the system;
- (3) To improve the opportunity to recycle and reclaim wastewaters and sludges from the system; and
- (4) To provide for equitable distribution of the operating cost of the Sewer

on the within ordinance.  
*John J. ...*  
Chairman

CERTIFIED COPY

*Frank J. Naughton*, Clerk

This Ordinance defines certain terms and provides for the regulation of contributors to the Sewer System through the issuance of permits to certain non-domestic users and through enforcement of general requirements for all users, authorizes monitoring, testing, inspection and enforcement activities, requires Industrial User reporting, assumes that existing customer's capacity will not be preempted, provides for the setting of fees for the equitable distribution of costs resulting from the program established herein and imposes penalties for Industrial User non-compliance.

This ordinance shall apply to the City of Scranton and to persons outside the City who are, by contract or agreement with the City or its agents, Users of the City's Sewer System. Except as otherwise provided herein, the City of Scranton or its duly authorized representatives or agents shall administer, implement, and enforce the provisions of this ordinance.

## SECTION 2 - DEFINITIONS

### 2.1 Words, Terms and Phrases

The following words, terms and phrases when used in this Ordinance shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning. Words, terms and phrases are as follows:

(1) Act or "the Act": The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C., 1251, et seq.

(2) Approval Authority: The Regional Administrator of EPA.

(3) Authorized Representative of an Industrial User: An authorized representative of an Industrial User may be:

(a) A responsible corporate officer, if the Industrial User is a corporation. For the purpose of this Ordinance, a corporate officer means:

- (i) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation, or;
- (ii) the manager of one or more of manufacturing, production, or operation facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if the authority to

sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(b) By a general partner or proprietor if the Industrial User is a partnership or sole proprietorship, respectively.

(c) The principal executive officer or director having responsibility for the overall operation of the discharging facility if the Industrial User is a Federal, State, or local government entity, or their agents, or a charitable organization or other such unincorporated entity.

(d) By a duly authorized representative of the individual described in paragraph (a), (b), or (c) of this section:

- (i) the authorization is made in writing by the individual in paragraph (a), (b), or (c);
- (ii) the authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the discharge originates, such as the position of plant manager, operator of a well, or a well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and
- (iii) the written authorization is submitted is submitted to the Control Authority;

(e) If an authorization under paragraph (d) of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters of the company, a new authorization satisfying the requirements of paragraph (d) of this definition must be submitted to the Control Authority prior to or together with any reports to be signed by an authorized representative.

(4) B.O.D. (Biochemical Oxygen Demand): The quantity of oxygen, expressed in mg/l, utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees Centigrade.

(5) Building Sewer: Shall mean that part of the main building or house drain or sewer line inside the walls of the building and extending through the wall to a point five feet (5') from the roadway right-of-way and connecting to the Service Line.

(6) Bypass: The intentional diversion of wastestreams from any portion of an Industrial User's Treatment facility.

(7) Categorical Standards: National Categorical Pretreatment Standard.

(8) City: The City of Scranton, Lackawanna County, Pennsylvania, or its duly authorized representatives or agents.

(9) Color: Color of an Industrial Waste is the color of the light transmitted by the waste solution after removing the suspended material, including the pseudo-colloidal particles.

(10) Composite Sample: A sample that is collected over time, formed either by continuous sampling or by mixing discrete samples. The sample may be composited either as a time composite sample: composed of discrete sample aliquots collected in one container at constant time intervals providing representative samples irrespective of stream flow; or as a flow proportional composite sample: collected either as a constant sample volume at time intervals proportional to stream flow, or collected by increasing the volume of each aliquot as the flow increases while maintaining a constant time interval between the aliquots.

(11) Control Authority: The City of Scranton, Lackawanna County, Pennsylvania or its duly authorized agents.

(12) Cooling Water -

(a) Uncontaminated: Water used for cooling purposes only, which has no direct contact with any raw material, intermediate, or final product and which does not contain a level of contaminants detectably higher than that of the intake water.

(b) Contaminated: Water used for cooling purposes only, which may become contaminated either through the use of water treatment chemicals used for corrosion inhibitors or biocides, or by direct contact with process materials and/or Wastewater.

(13) Direct Discharge: The discharge of treated or untreated Wastewater directly to the waters of the Commonwealth of Pennsylvania.

(14) Environmental Protection Agency, or EPA: The U.S. Environmental Protection Agency, or where appropriate the term may also be used as a designation for the Administrator or other duly authorized official of said agency.

(15) Garbage: Solid waste resulting from the domestic and commercial preparation cooking and dispensing of food and from handling, storage, and sale

of produce.

(16) **Grab Sample:** A sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.

(17) **Groundwater:** That water which is contained in or passing through the ground.

(18) **Holding Tank Waste:** Any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

(19) **Indirect Discharge:** The discharge or the introduction of non-domestic pollutants from any source regulated under Section 307(b) or (c) of the Act (33 U.S.C., 1317) into the Sewer System (including holding tank waste discharged into the system).

(20) **Industrial User:** A source of nondomestic waste. Any nondomestic source discharging Pollutants to a POTW.

(21) **Industrial Waste:** Solid, liquid or gaseous substances, water borne waste or form of energy discharged or escaping in the course of any industrial, manufacturing, commercial, trade, business or research process or in the course of development, recovering or processing of natural resources, but not Sanitary Sewage.

(22) **Interference:** A discharge which, alone or in conjunction with a discharge or discharges from other sources, both inhibits or disrupts the POTW; treatment processes or operations; or its sludge process, use, or disposal; and therefore, causes a violation of any of the POTW's NPDES permit or prevents sewage sludge use or disposal in compliance with specified applicable Federal statutes, regulations, or permits issued thereunder (or more stringent State or local regulations); Section 405 of the Act (33 U.S.C. 1345), Solid Waste Disposal Act (SWDA), the Clean Air Act, the Toxic Substances Control Act, or more stringent State criteria (including those contained in any State sludge management plan prepared pursuant to Subtitle D of the SWDA) applicable to the method of disposal or use employed by the Control Authority.

(23) **Local Limits:** Restrictions on concentration, mass or other characteristics of a Wastewater discharge developed by the Control Authority and imposed on the Industrial Users in order to prevent Interference, Pass-through, or harm to the POTW, human health and safety, or animal or plant life.

(24) **Manhole:** A structure leading from the surface of the ground to a sewer,

permitting access to the sewer.

(25) National Categorical Pretreatment Standard : Any regulation containing Pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act (33 U.S.C. 1317) which applies to a specific category of Industrial Users. This term includes prohibitive discharge limits established pursuant to 40 CFR § 403.5.

(26) National Pollutant Discharge Elimination System or NPDES Permit: A permit issued pursuant to Section 402 of the Act (33 U.S.C.1342).

(27) National Prohibitive Discharge Standard or Prohibitive Discharge Standard: Any regulation developed under the authority of 307(b) of the Act and 40 CFR § 403.5.

(28) New Source: Any building, structure, facility, or installation for which there is or may be a discharge of Pollutants, the construction of which commenced after the publication of proposed Categorical Standards under Section 307(c) of the Act, which Standards will be applicable to such source if they are thereafter promulgated in accordance with that Section. Determination of the applicability of New Source Standards shall be made as provided in the Act and 40 CFR § 403.3.

(29) Operator: Any person having charge, care, management or control of a tank truck(s) or Treatment system(s) used in the removal, transportation, disposal, or Treatment of Sewage and/or Industrial Wastes.

(30) Owner: Any person vested with ownership, legal or equitable, sole or partial, of an improved property.

(31) Pass-Through: A discharge of Pollutant which cannot be treated adequately by the POTW, and therefore exits into the Waters of the State in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation).

(32) Person: Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by the context.

(33) pH: The logarithm of the reciprocal of the concentration of hydrogen ions, expressed in gram equivalent per liter of solution, and indicating the degrees

of acidity or alkalinity of a substance. It shall be determined by one of the accepted methods described in 40 CFR Part 136.

(34) **Pollution:** The man-made or man-induced alteration of the chemical, physical, biological, and radiological integrity of water.

(35) **Pollutant:** Any substance including, but not limited to, dredged spoil, solid waste, incinerator residue, sewage, Garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste discharged into water.

(36) **Pretreatment Requirement:** Any substantive or procedural requirement related to pretreatment, other than a National Pretreatment Standard, imposed on an Industrial User.

(37) **Pretreatment Standard or Standards:** Pretreatment standards shall mean prohibited discharge standards, categorical pretreatment standards, and local limits.

(38) **Publicly Owned Treatment Works (POTW):** A treatment works as defined by Section 212 of the Act, (33 U.S.C. §1292) which is owned in this instance by the Sewer Authority of the City of Scranton, Pennsylvania. This definition includes any Sewers that convey Wastewater to the POTW treatment plant, but does not include pipes, sewers or other conveyances not connected to a facility providing treatment. For the purposes of this ordinance, "POTW" shall also include any Sewers that convey Wastewaters to the POTW from persons who are, by contract or agreement with the Control Authority, users of the POTW.

(39) **POTW Treatment Plant.** That portion of the POTW designed to provide treatment to Wastewater.

(40) **Pretreatment or Treatment:** 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 Sewer System. The reduction or alteration can be obtained by physical, chemical or biological processes, or process changes and other means, except if prohibited by 40 CFR § 403.6(d).

(41) **Qualified Analyst:** Any person who has demonstrated competency in Wastewater analysis by having analyzed satisfactorily a minimum of three reference Wastewater samples as supplied upon request by the Control Authority, or by submission of their generally recognized documentation of competency.

(42) Sanitary Sewage: The normal water-carried household and toilet waste from any Improved Property, excluding, however, the effluent from septic tanks or cesspools, rain, storm and Groundwater, as well as roof or surface water, drainage or percolating or seeping waters, or accumulation thereof, whether underground or in cellars or basements.

(43) Sanitary Sewer: A Sewer which carries sewage and/or authorized Industrial Wastes and to which storm, surface, and ground waters are not intentionally admitted.

(44) Sewer: A pipe or conduit for carrying sanitary sewage, or authorized Industrial Waste alone or combined with Stormwater.

(45) Sewer Authority: The Sewer Authority of the City of Scranton, Pennsylvania, a Pennsylvania municipal authority.

(46) Sewer System: Publicly Owned Treatment Works (POTW) as defined herein. For the purposes of this Ordinance, "Sewer System" shall also include any sewers that convey Wastewater to the Sewer System from persons who are, by contract or agreement with the Control Authority, users of the Sewer System.

(47) Sewage Treatment Plant: POTW Treatment Plant as defined herein.

(48) Shall is mandatory; May is permissive.

(49) Significant Industrial User: shall be defined as :

(a) All Users subject to the National Categorical Pretreatment Standards under 40 CFR Chapter I, Subchapter N; and

b) All Users not subject to the National Categorical Pretreatment Standards that:

- i) Discharges 25,000 gallons per day or more of process Wastewater ("process Wastewater" excludes sanitary, Cooling Water and boiler blowdown Wastewaters)
- ii) Contributes a process wastestream which makes up 5 percent or more of the average dry weather hydraulic or organic (BOD, TSS, etc.) capacity of the treatment plant.
- iii) Has a reasonable potential, in the opinion of the Control or Approval Authority, to adversely affect the

POTW by Interference, Pass-through of Pollutants, sludge contamination, or endangerment of POTW workers.

(50) Significant Noncompliance: An Industrial User is in "significant noncompliance" if its violation meets one or more of the specific criteria listed in Section 6.2 of this Ordinance. If the Control Authority determines that an Industrial User is in Significant Noncompliance (SNC), that User will be included on the annual publication list.

(51) Significant Violator: Any User that is in Significant Noncompliance during any calendar year.

(52) Slug Load: Any discharge of a non-routine, episodic nature, or at a flow rate or concentration which would cause a violation of the prohibited discharge standards.

(53) State: Commonwealth of Pennsylvania.

(54) Standard Industrial Classification (SIC): A classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972.

(55) Stormwater: Any flow occurring during or following any form of natural precipitation and resulting thereof.

(56) Suspended Solids: Solids that either float on the surface of or are in suspension in water, Sewage or other liquids and which are removable by laboratory filtering.

(57) Toxic Substances: Any substance or combination of substances that:

- (a) is listed as toxic in regulations promulgated by the Administrator of the Environmental Protection Agency under the provisions of CWA 307(a) or other Acts, or
- (b) is present in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any Sewage Treatment process, to constitute a hazard to humans or animals, to create a public nuisance, or to create any hazard in the Sewer System or in the receiving waters of the Sewage Treatment Plant.

(58) Upset: Means an exceptional incident in which there is

unintentional and temporary noncompliance of permit effluent limitations because of factors beyond reasonable control of the permittee, excluding such factors as operational error, improperly designed or inadequate treatment facilities, or improper operation and maintenance or lack thereof.

(59) User: Any Person who contributes, causes or permits the contribution of Wastewater into the Sewer System.

(60) Wastewater: The liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions, whether treated or untreated, which is contributed into or permitted to enter the Sewer System.

(61) Wastewater Contribution Permit: As set forth in Section 4 of this Ordinance.

(62) Water-Cooled Equipment: Any equipment using water as a cooling medium for purposes other than air conditioning or refrigeration.

(63) Waters of the State: All streams, lakes, ponds, marshes, water-courses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or ground, natural or artificial, public or private, which are contained within, flow through, or border upon the State or any portion thereof.

## 2.2 Abbreviations

The following abbreviations shall have the designated meanings:

- o BOD - Biochemical Oxygen Demand (5 Day)
- o CFR - Code of Federal Regulations
- o COD - Chemical Oxygen Demand
- o EPA - Environmental Protection Agency
- o F - Fahrenheit
- o mg - Milligrams
- o mg/l - Milligrams per liter
- o NPDES - National Pollutant Discharge Elimination System
- o POTW - Publicly Owned Treatment Works
- o SIC - Standard Industrial Classification
- o SIU - Significant Industrial User
- o SNC - Significant Noncompliance
- o SWDA - Solid Waste Disposal Act, 42 U.S.C., 6901,

- o USC - et. seq. United States Code
- o TRC - Technical Review Criteria
- o TSS - Total Suspended Solids

### SECTION 3 - REGULATIONS

#### 3.1 Use of Sewer System and Admission of Industrial Waste

(1) All sewage and authorized Industrial Waste may be discharged to the Sewer System except those which are deemed harmful to the system or are specifically prohibited by this Ordinance.

(2) No User shall discharge or cause to be discharged any Stormwater, surface water, Groundwater, roof runoff, subsurface, drainage, non-contact Cooling Water, drainage from tile fields or unpolluted process waters to any Sanitary Sewer.

(3) No User shall contribute or cause to be contributed, directly or indirectly, any Pollutant or Wastewater which will interfere with the operation or performance of the Sewage Treatment Plant or pass-through unaltered by the Sewage Treatment Plant. These general prohibitions apply to all such Users of the Sewer System whether or not the Industrial User is subject to National Categorical Pretreatment Standards or any other National, State, or local pretreatment limits or requirements.

(4) Except as otherwise provided in this Ordinance, no User shall discharge or cause to be discharged to the Sewer System any sewage, Industrial Waste, or other matter or substance:

- (a) Having a temperature which will inhibit biological activity in the Sewage Treatment Plant resulting in Interference, but in no case Wastewater with a temperature at the introduction into the Sewer System which exceeds 120°F or causes the Wastewater entering the Sewage Treatment Plant to be at or above 104°F or is less than 32°F.
- (b) Containing any liquids, solids or gases which by reason of their nature or quantity, are, or may be sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the Sewer System or to the operation of the Sewage Treatment Plant. At no time shall two successive readings on any explosion hazard meter, at the point of discharge into the system (or at any point in the system) be more than five percent (5%) nor any

single reading over ten percent (10%) of the Lower Explosive Limit (LEL) of the meter or having a closed cup flash point of less than 140°F. Prohibited materials include, but are not limited to, gasoline, fuel oil, kerosene, naphtha, benzene, and any other substances which are a fire hazard or a hazard to the system.

- (c) Containing unground Garbage with particles greater than one-half inch (1/2") in any dimension.
- (d) Containing or reacting to form solid or viscous substances or which may cause obstruction to the flow in a Sewer or other Interference with the operation of the Sewage Treatment Plant such as, but not limited to: ashes, cinders, spent lime, stone, dust, sand, mud, straw, shavings, metals, glass, rags, grass clippings, feathers, tar, plastics, wood, whole blood, paunch manure, bentonite, lye, building materials, rubber, asphalt residues, hairs, bones, leather, porcelain, china, ceramic wastes, glass grinding or polishing wastes, hydrolyzed fats, or other solid or viscous substances capable of causing obstruction or other Interference with the operation of the Sewer System.
- (e) Having a pH, stabilized, lower than 6.0 or higher than 9.0 or having any other corrosive or scale forming property capable of causing damage or hazard to structures, equipment, bacterial action or personnel of the Sewer System.
- (f) Containing Toxic Pollutants in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any Wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the Sewage Treatment Plant, or to exceed the limitation set forth in a National Categorical Pretreatment Standard. A Toxic Pollutant shall include but not be limited to any Pollutant identified pursuant to Section 307(a) of the Act.
- (g) Containing any noxious or malodorous liquids, gases, or solids which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair.
- (h) Which imparts Color which cannot be removed by the

treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts Color to the POTW's effluent thereby violating the Sewer Authority's NPDES permit.

- (i) Containing radioactive substances and/or isotopes of such half-life or concentration as may exceed limits in compliance with applicable State or Federal regulations.
- (j) Containing discharges that results in toxic gases, fumes, or vapors in a quantity capable of causing injury or hazard to workers or violations of any safety regulations, rules, or practices regarding workers' health or working conditions.
- (k) Prohibited by any permit issued by the Commonwealth of Pennsylvania or the Environmental Protection Agency.
- (l) Containing any substance which will cause the Sewage Treatment Plant to violate its NPDES and/or State Permit or the receiving water quality standards.
- (m) Containing any substance which may cause the Sewage Treatment Plant's effluent or any other product of the Sewage Treatment Plant such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the Sewer System cause the Sewage Treatment Plant to be in non-compliance with recognized sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Act; any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or State criteria applicable to the sludge management method being used.
- (n) Containing wastes which are not amenable to biological treatment or reduction in existing treatment facilities, including but not limited to non-biodegradable complex carbon compounds.
- (o) Containing any organic compounds of endrin, lindane, methoxychlor, toxaphene, dichlorophenoxyacetic acid, trichlorophenoxypropionic acid or other herbicides, pesticides or rodenticides.

- (p) Causing a hazard to human life or public nuisance.
- (q) Containing Pollutants, including oxygen demanding pollutants (BOD, etc.) released at a flow rate and/or Pollutant concentration which will cause Interference to the POTW.
- (r) Containing petroleum oils, non-biodegradable cutting oil, or mineral oil products in amounts that will Interference or Pass-Through.

(5) If any wastes of the characteristics listed in paragraph (4) of this Section are discharged by any User, the City may take such enforcement actions as deemed appropriate, as enumerated in Section 7 of this Ordinance, to cause such discharge to cease or to require pretreatment of the discharge so that it no longer has the characteristics of a Prohibited Discharge.

(6) Grease, oil, and sand interceptors or traps, shall be provided in restaurants, food preparation facilities, commercial kitchens, vehicle and equipment repair shops, machine shops, swimming pools, or water treatment facilities, whose discharge would exceed, in the opinion of the Control Authority, the limitations established in the Local Limits. All interceptors or traps, shall be of a type and capacity acceptable to the Control Authority, and shall be located as to be readily and easily accessible for cleaning and inspection.

(7) The use of mechanical Garbage grinders producing a finely divided mass, properly flushed with an ample amount of water, shall be permitted upon the condition that no such mechanical Garbage grinder to serve premises used for commercial purposes shall be installed until permission for such installation shall have been obtained from the Control Authority.

(8) Where preliminary Treatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the Owner at his expense, and shall be accessible to the Control Authority for inspection and testing.

### 3.2 National Categorical Pretreatment Standards

The National Categorical Pretreatment Standards found in 40 CFR, Chapter I, Subchapter N, parts 403-472, are hereby incorporated. All Industrial Users which are Categorical Industrial Users under provisions of one or more Categorical Standards are Significant Industrial Users and are required to obtain a Wastewater Contribution Permit as described in Section 4 of this Ordinance.

### 3.3 Modification of National Categorical Pretreatment Standards

Where the Sewage Treatment Plant achieves consistent removal of Pollutants limited by National Pretreatment Standards, the Control Authority may apply to the Approval Authority for modification for specific limits in the National Pretreatment Standards. "Consistent Removal" shall mean reduction in the amount of a Pollutant or alteration of the nature of the Pollutant by the Sewage Treatment Plant to a less toxic or harmless state in the effluent which is achieved by the system in 95 percent of the samples taken when measured according to the procedures set forth in Section 403.7(c) (2) of (Title 40 of the Code of Federal Regulations, Part 403) - "General Pretreatment Regulations for Existing and New Sources of Pollution" promulgated pursuant to the Act. The Control Authority may then modify Pollutant discharge limits in the National Pretreatment Standards if the requirements contained in 40 CFR Part 403, Section 403.7, are fulfilled and prior approval from the Approval Authority is obtained.

### 3.4 State Requirements

State requirements and limitations on discharges shall apply in any case where they are more stringent than Federal requirements and limitations or those in this Ordinance.

### 3.5 Control Authority's Right to Revisions

The Control Authority reserves the right to establish more stringent limitations or requirements, including Local Limits, on discharges to the Sewer System if deemed necessary to comply with the objectives presented in Section 1.1 of this Ordinance.

### 3.6 Compliance with Applicable Pretreatment Requirements

Compliance with this Ordinance and permits or orders issued hereunder, does not relieve the Industrial User from its obligations regarding compliance with any and all applicable local, State, and Federal pretreatment standards and requirements including any such standards or requirements that may become effective during the term of a permit or order, or this Ordinance.

### 3.7 Excessive Discharge

No Industrial User shall ever increase the use of process water or other waters, in any way attempt to dilute a discharge as a partial or complete substitute for adequate Treatment to achieve compliance with the limitations contained in the National Categorical Pretreatment Standards, or in any other Pollutant-specific

limitations developed by the Control Authority or State.

### 3.8 Spill Prevention and Contingency Plan

All Significant Industrial Users, and those Industrial Users identified by the Control Authority shall provide protection from any discharge that could cause a problem to the POTW, whether intentional or accidental. Facilities, equipment, and materials, to prevent these accidental or non-routine discharges shall be provided and maintained at the Owner or Industrial User's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the City Emergency Management Coordinator, the County Emergency Management Coordinator and the Control Authority, for review and comment, before the implementation of this plan. The plan shall contain at least the following elements:

- A description of discharge practices, including non-routine batch discharges;
- A list and description of stored chemicals;
- Procedures for promptly notifying the Control Authority of Slug Load discharges, including any discharge that would violate a specific prohibition under 40 CFR § 403.5(b), with procedures for follow-up written notification within five days;
- Procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site run-off, worker training, building of containment structures or equipment, measures for containing toxic organic Pollutants (including solvents), and/or measures and equipment for emergency response; and
- If necessary, follow-up practices to limit the damage suffered by the POTW or the environment.

All existing Significant Industrial Users shall complete such a plan within six (6) months of the effective date of this Ordinance. No Industrial User who commences contribution to the Sewer System after the effective date of this Ordinance shall be permitted to introduce Pollutants into the system until spill prevention and contingency plans have been approved by the Control Authority. Review and approval of such plans and operating procedures shall not relieve the Industrial User from the responsibility to modify the Industrial User's facility as necessary to meet the requirements of this Ordinance.

In the case of an accidental or intentional discharge, or Slug Loading, it is the responsibility of the Industrial User to immediately notify the Control Authority of the incident. The notification shall include location of discharge, type of waste, concentration and volume, and corrective actions.

### 3.9 Written Notice

Within five (5) days following an accidental or intentional discharge, or Slug Loading, the Industrial User shall submit to the Control Authority a detailed written report describing the cause of the discharge and the measures to be taken by the Industrial User to prevent similar future occurrences. Such notification shall not relieve the Industrial User of any expense, loss, damage, or other liability which may be incurred as a result of damage to the Sewer System, fish kills, or any other damage to Person or property; nor shall such notification relieve the Industrial User of any fines, civil penalties, or other liability which may be imposed by this article or other applicable law.

### 3.10 Notice to Employees

A notice shall be permanently posted on the Industrial User's bulletin board or other prominent place advising employees whom to call in the event of a dangerous discharge. Employers shall insure that all employees who may cause or suffer such a dangerous discharge to occur are advised of the emergency notification procedure.

### 3.11 Notification Requirement

All Industrial Users shall notify the EPA Regional Waste Management Director, the State hazardous waste authorities, and Control Authority, in writing, of any discharges into the POTW greater than 15 kilograms (33 pounds) of a substance, which, if otherwise disposed of would be a hazardous waste under 40 CFR Part 261. Discharge of more than 15 kilograms of non-acute hazardous waste in a calendar month, or of any quantity of acute hazardous waste as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification for each hazardous waste discharged. The Control Authority must be notified of any subsequent changes and/or additions to the hazardous waste discharges. For Industrial Users commencing discharge after July 24, 1990, this notification must be received within 180 days of commencement of discharge. Each notifying Industrial User shall also submit a statement certifying that it has a program in place to reduce the volume and toxicity of wastes generated to the extent that it is economically practical.

### 3.12 Drainage of Water Filtration Systems

Filter back-wash shall be discharged to the Sewer System as follows:

(1) Sand filter back-wash may be discharged to the Sewer System.

(2) Diatomaceous earth filter back-wash, if discharged to the Sewer System, shall be connected to the Sewer System through settling tanks with no less than three (3) months storage capacity of spent diatomaceous earth, which tanks shall be readily accessible for removing solid waste for disposal.

### 3.13 Removal, Transportation, and Disposal of Sewage and Industrial Wastes

(1) Any waste to be discharged from tank trucks or rail car shall be disposed at the location designated at the Sewage Treatment Plant at the time or times, and at a rate or rates of discharge fixed by the Control Authority.

(2) The wastes discharged by the tank trucks or rail car into the Sewer System shall not contain Industrial Waste, chemicals, or other matter, with or without Pretreatment that does not conform to the requirements of this Ordinance. Conformity with this Ordinance is to be determined by Control Authority.

### 3.14 Pretreatment Requirements

#### (1) General

Industrial Users shall design, construct, operate, and maintain at their own expenses Wastewater Pretreatment facilities whenever necessary to reduce or modify the Industrial User's Wastewater to achieve compliance with this Ordinance, National Pretreatment Standards, any condition or limitation contained in the Industrial User's Wastewater Contribution Permit, or any sludge limitation imposed by Federal, State, or local authorities. The review or approval of Pretreatment facility plans, specifications, and operating procedures by the Control Authority or its consulting engineer shall not excuse or mitigate any violations by the Industrial User of this Ordinance or any Federal, State, or local requirements.

#### (2) Proper Operation and Maintenance

The Industrial User shall at all times properly operate and maintain all facilities and systems of Treatment and control (and related appurtenances) which are installed or used by the Industrial User to achieve compliance with this Ordinance. Proper operation and maintenance includes but is not limited to: effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process control, including appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary procedures only when necessary to achieve compliance with this Ordinance.

### (3) Duty to Halt or Reduce Activity

Upon reduction of efficiency of operation, or loss or failure of all or part of the Treatment system, the Industrial User shall, to the extent necessary to maintain compliance with this Ordinance, control its production or discharges (or both) until operation of the Treatment system is restored or an alternative method of Treatment is provided. It shall not be a defense for the Industrial User in an enforcement action that it would have been necessary to halt or reduce the activity in order to maintain compliance with this Ordinance.

### (4) Bypass of Treatment Facilities

- (a) Bypass of Treatment systems is prohibited unless it is unavoidable to prevent loss of life, personal injury, or severe property damage or no feasible alternatives exist.
- (b) The Industrial User may allow Bypass to occur which does not cause the effluent limitations to be exceeded, but only if it is also for essential maintenance to assure efficient operation.
- (c) Notification of Bypass:
  - (i) Anticipated Bypass. If the Industrial User knows in advance of the need for Bypass, it shall submit prior written notice, at least ten (10) days before the date of the Bypass, to the Control Authority.
  - (ii) Unanticipated Bypass. The Industrial User shall immediately notify the Control Authority and submit a written notice to the Authority within five (5) days. This report shall specify:
    - (a) A description of the Bypass, and its cause, including its duration;
    - (b) Whether the Bypass has been corrected; and
    - (c) The steps being taken or to be taken to reduce, eliminate, and prevent a reoccurrence of the Bypass.

### (5) Damage Liability

The Person producing and/or introducing the waste shall be liable for all damages, increased costs of treatment, maintenance, or other costs directly attributable to such waste.

(6) Disposal of Sludges

Sludges, floats, oils, etc., generated by Industrial Users must be contained and transported in a safe manner as prescribed by the rules of Regulatory Agencies, including, but not limited to, the U. S. Department of Transportation and handled by reputable Persons who shall dispose of all such wastes in accordance with all Federal, State, and local regulations. The Owner of such sludges, floats, oils, etc., shall keep records and receipts needed to demonstrate proper disposal for review by the Control Authority upon request.

## SECTION 4 - ADMINISTRATION

### 4.1 Wastewater Discharges

It shall be unlawful for the Owner of an improved property or any other person to discharge to the Sewer System, without first obtaining a permit from the Control Authority, any Industrial Waste except as authorized by the Control Authority in accordance with the provisions of this Ordinance. Upon receipt of the permit application from the Control Authority, the Industrial User will have forty-five (45) days to return the permit application completed and signed by an Authorized Representative, or be subject to Civil Penalties as specified in Section 8.1 of this Ordinance.

### 4.2 Wastewater Contribution Permit

(1) General

All Significant Industrial Users proposing to connect to or to contribute to the Sewer System shall obtain an Wastewater Contribution Permit before connecting to or contributing to the Sewer System. All existing Industrial Users connected to or contributing to the Sewer System who are not presently permitted but anticipate changes in process or discharge that will:

- (a) Cause that industry to be designated as a Categorical industry as defined by U.S. EPA National Categorical Pretreatment Standard Discharge Limits, or
- (b) Result in changes in discharge volume or character such that the User meets the definition of Significant Industrial User;

shall apply for and obtain a Wastewater Contribution Permit prior to discharging the modified Wastewater to the Sewer System.

(2) Permit Application

Industrial Users required to obtain an Wastewater Contribution Permit shall complete and file with the Control Authority, an application in the form prescribed by the Control Authority, and accompanied by a fee in the amount specified by the current fee schedule. New Industrial Users shall apply at least ninety (90) days prior to connecting to or contributing to the Sewer System. In support of the application, the Industrial User shall submit, in units and terms appropriate for evaluation, the following information:

- (a) Name, address, and location (if different from the mailing address).
- (b) SIC number according to the Standard Industrial Classification Manual, Bureau of Budget, 1972, as amended.
- (c) Wastewater constituents and characteristics required by the Control Authority, as determined by a Qualified Analyst; sampling and analysis shall be performed in accordance with procedures established by the EPA pursuant to Section 304(g) of the Act and contained in 40 CFR Part 136, as amended. In instances where an Industrial User has not yet begun operation, therefore Wastewater constituents and characteristics are unknown, submission of comparable data from similar industries will be accepted for permit application purposes.
- (d) Time and duration of contribution.
  - (e) Average daily and 30 minute peak Wastewater flow rates, including daily, monthly, and seasonal variations if any.
  - (f) Site plans, floor plans, mechanical and plumbing plans, spill prevention and containment and details to show all Sewers, Sewer connections, and appurtenances by the size, location, and elevation.
  - (g) Description of activities, facilities and plant processes on the

premises including all materials which could be discharged, whether intentionally or unintentionally by spilling, overflowing, leaking, or other manner of escape.

- (h) Where known, the nature and concentration of any pollutants in the discharge which are limited by any Control Authority or State regulations, National Categorical Pretreatment Standards, or National Prohibitive Standard, and a statement certified to by a qualified professional regarding whether or not the Standards are being met on a consistent basis and if not, whether additional Operation and Maintenance (O&M) and/or additional Pretreatment is required for the Industrial User to meet applicable National Categorical Pretreatment Standards or Local Limits.
- (i) If additional Pretreatment and/or operation and maintenance will be required to meet the National Categorical Pretreatment Standards or Local Limits; the shortest schedule by which the Industrial User will provide such additional Pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable National Categorical Pretreatment Standard or, in the case of Local Limits, such a date as determined by the Control Authority. The following conditions shall apply to this schedule:
  - (1) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional Pretreatment required for the Industrial User to meet the applicable Pretreatment Standards (e.g. hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.).
  - (2) No increment referred to in paragraph 1 shall exceed nine (9) months.
  - (3) Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the Industrial User shall submit a progress report to the Control Authority including, as a minimum, whether or not it complied with the increment of progress to be

met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the Industrial User to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to the Control Authority.

- (j) Each product produced by type, amount, process or processes and rate of production.
- (k) Type and amount of raw materials processed (average and maximum per day).
- (l) Number and type of employees, and hours of operation of plant and proposed or actual hours of operation of Pretreatment system.
- (m) Any other information as may be deemed by the Control Authority to be necessary to evaluate the permit application.

The Control Authority will evaluate the data furnished by the Industrial User and may require additional information. After evaluation and acceptance of the data furnished, the Control Authority may issue a Wastewater Contribution Permit subject to terms and conditions provided herein. Applicants wishing to claim confidentiality of information required in the application shall indicate on the application which information is of a confidential nature. Wastewater constituents and characteristics shall not be considered as confidential information. Confidential information shall be treated as set forth in Section 4.4 of this Ordinance, and in accordance with 40 CFR Part 2.

### (3) Permit Modification

A Wastewater Contribution Permit may be modified for good cause including, but not limited to, the following:

- (a) To incorporate any new or revised Federal, State, or local pretreatment standards or requirements;
- (b) Material or substantial alterations or additions to the Significant Industrial User's operation processes, or discharge volume or character which were not considered in drafting the effective permit;

- (c) A change in any condition in either the Industrial User or the Sewer System that requires either a temporary or permanent reduction or elimination;
- (d) Information indicating that the permitted discharge poses a threat to the Sewer Authority's collection and treatment system, personnel, or the receiving stream;
- (e) Violation of any terms or conditions of the permit;
- (f) Misrepresentation or failure to disclose fully all relevant facts in the permit application or in any required reporting;
- (g) Revision of or a grant of variance from such Categorical Standards pursuant to 40 CFR § 403.13; or
- (h) To correct typographical or other errors in the permit;
- (i) To reflect transfer of the facility ownership and/or operation to a new owner/operator;
- (j) Upon request of the permittee, provided such a request does not create a violation of any applicable requirements, standards, laws, or rules and regulations.

The filing of a request by the permittee for a permit modification does not stay any permit condition.

#### (4) Application Signatories and Certification

All Wastewater Contribution Permit applications and subsequent Industrial User reports must be signed by an Authorized Representative of the Industrial User and contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility

of fine and imprisonment for knowing violations."

(5) Permit Conditions

Wastewater Contribution Permits shall be expressly subject to all provisions of this Ordinance and all other applicable regulations, Industrial User charges and fees established by the Control Authority. Permits may contain the following:

- (a) The unit charge or schedule of Industrial User charges and fees for the Wastewater to be discharged to the Sewer System.
  - (b) Limits on the average and maximum Wastewater constituents and characteristics.
  - (c) Limits on average and maximum rate and time of discharge or requirements for flow regulations and equalization.
  - (d) Requirements for installation and maintenance of inspection and sampling facilities.
  - (e) Specifications for monitoring programs which may include sampling locations, frequency of sampling (twice per year at minimum), number, types, and standards for tests and reporting schedule.
- (f) Compliance schedule.
- (g) Requirements for submission of technical reports, discharge reports or baseline monitoring reports.
  - (h) Requirements for maintaining and retaining plant records relating to Wastewater discharge as specified by the Control Authority, and affording Control Authority access thereto.
  - (i) Requirements for notification of the Control Authority for any new introduction of Wastewater constituents or any substantial change in the volume or character of the Wastewater constituents being introduced into the Sewer System.
  - (j) Requirements for notification of Slug Load discharges.
  - (k) A statement of duration, as set forth in Section 4.2.6, of this Ordinance.

- (l) A statement of nontransferability, as set forth in Section 4.2.7 of this Ordinance.
- (m) A statement of the applicable civil and criminal penalties as set forth in Section 8 of this Ordinance.
- (n) Other conditions as deemed appropriate by the Control Authority to ensure compliance with this Ordinance.

(6) Permit Duration

Permits shall be issued for a specified time period, not to exceed five (5) years. A permit may be issued for a period less than a year or may be stated to expire on a specific date. The Industrial User shall apply for permit reissuance a minimum of 90 days prior to the expiration of the Significant Industrial User's existing permit.

The terms and conditions of the permit may be subject to modification by the Control Authority during the term of the permit as limitations or requirements as identified in Section 2 are modified or other just cause exists. The Significant Industrial User shall be informed of any proposed changes in his permit at least thirty (30) days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

(7) Permit Transfer

Wastewater Contribution Permits are issued to a specific Significant Industrial User for a specific operation. A Wastewater Contribution Permit shall not be reassigned or transferred or sold to a new owner, new Industrial User, different premises, or a new or changed operation without the approval of the Control Authority. Any succeeding Owner or Industrial User shall also comply with the terms and conditions of the existing permit.

(8) Permit Appeals

The permittee may petition to appeal the terms of a permit within thirty (30) days of issuance. This petition must be in writing; failure to submit a petition for review shall be deemed to be a waiver of the right of appeal. In its petition, the permittee must indicate the permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to be placed in the permit.

The effectiveness of the permit shall not be stayed pending a reconsideration by the Control Authority. The Control Authority, or its appointed agent other than the permit writer, shall review the petition and any pertinent information

provided by the permit writer, and determine if a reconsideration of any permit condition or requirement is proper. If so decided, the Control Authority shall remand the permit to the permit writer for reconsideration of the enumerated conditions or requirements. Upon being so directed the permit writer shall re-examine the relevant portions of the permit and re-issue the permit with any revisions he determines to be proper and allowable. After remand to the permit writer and prior to permit reissuance, those permit conditions or requirements under reconsideration shall not be enforced and prior enforcement actions regarding those conditions or requirements shall be held in abeyance until reissuance of the permit.

The Control Authority's decision not to reconsider a final permit, or the reissuance of a reconsidered permit, shall be considered final administrative action for purposes of judicial review. The permittee seeking judicial review of the Control Authority's final action must do so by filing a compliant with the Court of Common Pleas for Lackawanna County within the prescribed statute of limitations.

(9) Waste Characteristic Change

Any Owner of an improved property who is discharging Industrial Waste into the Sewer System and who contemplates a change in materials, processes or method of the industrial operation producing the waste, or in the Pretreatment facilities, which change will result in a change in the nature of the Industrial Waste then being discharged into the Sewer System shall apply for a new Wastewater Contribution Permit at least thirty (30) days prior to such change. The revised Wastewater Contribution Permit will be subject to a fee. Approval or disapproval of a modified permit shall be regulated by the procedures established hereunder for the issuance of an original permit.

(10) Separation of Wastes

In the case of complete separation of Sanitary Sewage from Industrial Wastes within an establishment, with only the sanitary wastes discharged to the Sanitary Sewer, no Wastewater Contribution Permit shall be required. The Control Authority retains the right to verify discharge characteristics and inspect the establishment.

(11) Files

The Control Authority and all Industrial Users shall maintain a permanent file in which copies of all monitoring activities and results, reports, permits, revisions thereto, and supporting data are filed for a minimum of three (3) years.

In cases of unresolved litigation all such files shall be retained as long as necessary, or as required by the Approval Authority.

(12) Continuation of Expired Permits

An expired Wastewater Contribution Permit will continue to be effective and enforceable until the permit is reissued if:

- (a) The permittee has submitted a completed permit application at least ninety (90) days prior to the expiration date of the Significant Industrial User's existing permit.
- (b) The failure to reissue the permit, prior to the expiration of the previous permit, is not due to any act or failure to act on the part of the permittee.

(13) Duty to Comply

The permittee must comply with all conditions of a Wastewater Contribution Permit. Failure to comply with the requirements of a permit may be grounds for administrative action, or enforcement proceedings including civil or criminal penalties, injunctive relief, and summary abatements.

4.3 Reporting Requirements for Permittee

(1) Baseline Monitoring Reports

- (a) Upon the promulgation of a National Categorical Pretreatment Standard, the Wastewater Contribution Permit of the Significant Industrial User subject to such Standards shall be revised as soon as possible to comply with such standard within the time frame prescribed by such standard.
- (b) Where the User, subject to a National Categorical Pretreatment Standard, has not previously submitted an application for a Wastewater Contribution Permit as required by Section 4.2, the User shall, within 180 days after the promulgation of the applicable National Pretreatment Standard:
  - (i) Apply for a Wastewater Contribution Permit; and
  - (ii) Provide the baseline monitoring information

required by 40 CFR § 403.12(b). This information may be incorporated into the application for a Wastewater Contribution Permit.

(iii) Submit with the baseline monitoring report a compliance schedule which contains, at minimum, the following:

- (1) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional Pretreatment required for the Industrial User to meet the applicable Pretreatment Standards (e.g. hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.).
- (2) No increment referred to in paragraph 1 shall exceed nine (9) months.
- (3) Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the Industrial User shall submit a progress report to the Control Authority including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the Industrial User to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to the Control Authority.

(c) A Significant Industrial User with an existing Wastewater

Contribution Permit shall submit to the Control Authority, within 180 days after the promulgation of an applicable National Categorical Pretreatment Standard, the information required by 40 CFR § 403.12(b).

- (d) A New Source, or a User that becomes an Significant Industrial User subject to a National Categorical Pretreatment Standard shall submit a report containing the information required by 40 CFR § 402.12(6) at least 90 days prior to commencement of discharge from the regulated process or facility.
- (e) A baseline monitoring report, provided under paragraphs (b)(ii), (c), or (d) of this part, shall be signed by an Authorized Representative of the Industrial User and certified to by a qualified professional as to the correctness of the information contained therein.

(2) Pretreatment Standard Compliance Reporting

Within ninety (90) days following the date for final compliance with applicable National Categorical Pretreatment Standards or, in the case of a New Source, following commencement of the introduction of Wastewater into the Sewer System, any Industrial User subject to National Categorical Pretreatment Standards and/or requirements shall submit to the Control Authority a report indicating the nature and concentration of all Pollutants in the discharge from the regulated process which are limited by National Categorical Pretreatment Standards and/or requirements and the average and maximum daily flow for these process units in the Industrial User's facility which are limited by such National Categorical Pretreatment Standards or requirements. The report shall state whether the applicable National Categorical Pretreatment Standards or requirements are being met on a consistent basis and, if not, what additional operation and maintenance and/or Pretreatment is necessary to bring the Industrial User into compliance with the applicable National Categorical Pretreatment Standards or requirements. This statement shall be signed by an Authorized Representative of an Industrial User, and certified to by a qualified professional.

(3) Industrial Waste Contribution Report

- (a) All Significant Industrial User shall submit to the Control Authority reports indicating the nature and concentration of Pollutants in the discharge which are limited by Pretreatment Standards or Pretreatment Regulations.

- (i) Industrial Users subject to National Categorical Pretreatment Standards, after the Compliance date of the Standard, or in the case of a New Source after the commencement of discharge into the Sewer System, shall submit these reports ten (10) days prior to the first day of June and December unless different dates or more frequent reports are required by the National Categorical Pretreatment Standard or the Control Authority.
  - (ii) Significant Industrial Users not subject to National Categorical Pretreatment Standards shall submit these reports as specified by the SIU's Wastewater Contribution Permit.
  - (iii) Each report shall provide the required information for the period since the previous report (e.g., May through October).
  - (iv) This report shall specifically contain, but not necessarily be limited to, concentration levels of those Pollutants which are limited by the Industrial User's National Categorical Pretreatment Standard or the Local Limits. If requested by the Industrial User, the Control Authority will perform the required analyses and will bill the Industrial User accordingly.
  - (v) In addition, this report shall include a record of all daily flows which, during the reporting period, exceeded the average daily flow reported in Section 4.2.(2)(e) of this Ordinance. At the discretion of the Control Authority and in consideration of such factors as local high or low flow rates, holidays, budget cycles, etc., the Control Authority may agree to alter the months during which the above reports are to be submitted.
  - (vi) If the Industrial User monitors any Pollutant more frequently than required by the Control Authority, using the procedures prescribed in Section 4.3.3(c) of this Ordinance, the results of this monitoring shall be included in the report.
- (b) The Control Authority may impose mass limitations on

Significant Industrial Users regulated by concentration based National Categorical Pretreatment Standards or Local Limits or in other cases where the imposition of mass limitations are appropriate. In such cases, the report required by paragraph (a) of this Subsection shall indicate the mass of Pollutants regulated by National Categorical Pretreatment Standards or the Local Limits in the effluent of the Significant Industrial User. These reports shall contain the results of sampling and analysis of the discharge, including the flow and the nature and concentration, or production and mass where requested by the Control Authority, of Pollutants contained therein which are limited by the applicable National Categorical Pretreatment Standard or Local Limits.

- (c) All sampling and analysis shall be performed in accordance with procedures established by the Environmental Protection Agency pursuant to Section 304(g) of the Act and contained in 40 CFR, Part 136 and amendments thereto.

Where 40 CFR, Part 136 does not include a sampling or analytical technique for the Pollutant in question, sampling and analysis shall be performed in accordance with the procedures set forth in the EPA publication, Sampling and Analysis Procedures for Screening of Industrial Effluents for Priority Pollutants, April 1977, and amendments thereto.

#### (4) Violation and Sampling Reports

If a Significant Industrial User, as a result of valid sampling and analysis, becomes aware of a violation of any National Categorical Pretreatment Standard, any discharge standard imposed by this Ordinance or contained in a Wastewater Contribution Permit, the SIU shall notify the Control Authority of this fact within twenty-four (24) hours of becoming aware of it. Additionally, the SIU shall provide for additional sampling and analysis and submit a report of the results of this sampling and analysis to the Control Authority with 30 days of becoming aware of the violation.

#### 4.4 Sampling, Flow Measurement, Testing, and Inspection

- (1) Every Significant Industrial User whose property is serviced by a Building Sewer carrying Industrial Waste shall install at his expense a suitable control manhole together with such necessary meters and other appurtenances in the building or lateral Sewer to facilitate observation sampling, and measurement of the waste. The monitoring facility should normally be situated on the Industrial

User's premises, but the Control Authority may, when such a location would be impractical or cause undue hardship on the Industrial User, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles. There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the Industrial User. Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the Control Authority's requirements and all applicable local construction standards and specifications.

- (2) Persons or occupants of premises where Wastewater is created or discharged to the Sewer System shall provide the Control Authority and its representatives and agents bearing proper credentials and I.D. the opportunity of access at any time to any part of any property served by the Sewer System as shall be required for purposes of inspection, measurement, sampling, testing, records examination and records copying, for ascertainment of whether the purpose of this Ordinance is being met and all requirements are being complied with, and for performance of other functions relating to service rendered by the Control Authority. The Control Authority, the Pennsylvania Department of Environmental Resources and the U.S.EPA shall have the right to set up on the Industrial User's property such devices as are necessary to conduct sampling inspection, compliance monitoring and/or metering operations. Where a Industrial User has security measures in force which would require proper identification and clearance before entry into their premises, the Industrial User shall make necessary arrangements with their security guards so that upon presentation of suitable identification, personnel from the Control Authority, the Department of Environmental Resources and the U.S. EPA will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.
- (3) All measurements, tests, and analysis of the characteristics of waters and wastes to which reference is made in this Ordinance shall be determined using methodologies found in 40 CFR Part 136 and shall be under the direct supervision of a Qualified Analyst at the control manhole provided, or upon suitable samples taken at such control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream

manhole in the public Sewer to the point at which the Building Sewer is connected. The control manhole shall contain only the Wastewater of the industry being monitoring and no flows from other sources. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property. The particular analyses involved will determine whether a Composite or Grab Sample of all outfalls of a premise is appropriate.

- (4) The costs of all sampling, testing, inspection, and other monitoring activities shall be borne by the respective Industrial User. The Control Authority will sample and analyze the discharge of each Significant Industrial User holding an Wastewater Contribution Permit at least once per year. The fees for such sampling and analysis will be billed to and shall be paid by the Significant Industrial User.
- (5) The Control Authority shall annually prepare and make available to the public upon request a report listing those Significant Industrial Users which were found to be in violation of one or more provisions of this Ordinance, or any Order or permit issued by the Control Authority at least once during the previous calendar year. The report shall also summarize any enforcement actions taken against a Significant Industrial User(s) during the same 12 months.
- (6) Both the Significant Industrial Users and the Control Authority shall maintain all records relating sampling and testing and all other information obtained relating to compliance with National Categorical Pretreatment Standards, this Ordinance or the SIU's Wastewater Contribution Permit for a period of three (3) years, and all such records shall be made available to officials of the EPA or Approval Authority upon request.
- (7) Information and data on a Industrial User obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other government agency without restriction unless the Industrial User specifically requests and is able to demonstrate to the satisfaction of the Control Authority that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the Industrial User. The Control Authority will maintain a list of all persons, groups, or governmental agencies requesting information, the information supplied, and date supplied. When requested the portions of a report which might disclose trade secrets or secret processes shall not be made available

for inspection by the public but shall be made available upon written request to governmental agencies for uses related to this Ordinance, the National Pollutant Discharge Elimination System (NPDES) Permit, State Disposal System permit and/or the Pretreatment Programs; provided, however, that such portions of a report shall be available for use by the State or any State agency in judicial review or enforcement proceedings involving the Person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.

## SECTION 5 - FEES

### 5.1 Purpose

It is the purpose of this chapter to provide for the recovery of costs from Industrial Users of the Control Authority's Sewer System for the implementation of the program established herein. The applicable charges or fees shall be set forth in the Control Authority's schedule of charges and fees.

### 5.2 Charges and Fees

The Control Authority may from time to time collect charges and fees to include:

- (1) Fees for reimbursement of costs of setting up and operating the Control Authority's Pretreatment Program.
- (2) Fees for monitoring, inspections, and surveillance procedures.
- (3) Fees for yearly sampling and analyses of Industrial User's discharge.
- (4) Fees for reviewing accidental discharge procedures and construction.
- (5) Fees for permit and modified permit applications.
- (6) Fees for filing appeals.
- (7) Other fees as the Control Authority may deem necessary to carry out the requirements contained herein.

These fees relate solely to the matters covered by this Ordinance and are separate from all other fees chargeable by the Control Authority. These fees shall

be payable by the Industrial User within forty-five (45) days of notification, or the Industrial User will be subject to such enforcement action deemed appropriate by the Control Authority, including but not limited to, Revocation of Permit.

## SECTION 6 - COMPLIANCE

### (1) Definition of Noncompliance

Any violation of Pretreatment requirements (including, but not limited to, limits, sampling, analysis, reporting and meeting compliance schedules, and regulatory deadlines) is an instance of noncompliance for which the Industrial User is liable for enforcement, including penalties. Instances of SNC are Industrial User noncompliance which meet one or more of the following criteria:

- (a) Violations of Wastewater discharge limits.
  - (i) Chronic violation - Sixty-six (66) percent or more of the measurements exceed the same daily maximum limit or the same average limit in a six (6) month period (any magnitude of exceedance).
  - (ii) Technical Review Criteria (TRC) violations - Thirty-three (33) percent or more of the measurements exceed the same daily maximum limit or the same average limit by more than the TRC in a six (6) month period.

There are two groups of TRCs:

Group I for compatible pollutants (conventional and nonconventional)  
(BOD, TSS, Oil/Grease, Ammonia-Nitrogen)  
TRC = + 40%

Group II for all other pollutants

TRC = + 20%

- (iii) Any other violation(s) of a discharge limit (average or daily maximum) that the Control Authority believes has caused, alone or in combination with other discharges, Interference or Pass-Through, or

endangered the health of treatment plant personnel or the public.

- (iv) Any discharge of a Pollutant that has caused imminent endangerment to human health or welfare, or to the environment and has resulted in the Control Authority exercising its emergency authority to halt or prevent such a discharge.
  - (b) Violations of Compliance Schedule Milestones, contained in the permit or enforcement order, for starting construction, completing construction, and attaining final compliance by ninety (90) days or more after the scheduled date.
  - (c) Failure to provide reports for compliance schedules, self-monitoring data, or National Categorical Pretreatment Standard standards (baseline monitoring reports, 90-day compliance reports, and periodic reports) within thirty (30) days from the due date.
  - (d) Failure to accurately report noncompliance.
  - (e) Any other violation or group of violations that the Control Authority considers to be significant.
- (2) An Industrial User in Significant Noncompliance, is a Significant Violator. For all Significant Violators during any calendar year, the Control Authority shall:
- (a) Report this information to the Approval Authority as part of the Pretreatment Performance Summary of Industrial User noncompliance.
  - (b) Annually publish, in the local newspaper of the largest circulation, a list of all Significant Violators, the nature of the violation(s) leading to a finding of Significant Noncompliance, and a summary of actions taken to resolve the Significant Noncompliance.
  - (c) Address the SNC through appropriate enforcement action or document the reasons for withholding enforcement.

## SECTION 7 - ENFORCEMENT

When making determinations regarding the level of the enforcement, the Control Authority will consider the severity of the violation, degree of variance from the Pretreatment standards or Local Limits, the duration of the violation, and the fairness, equity, consistency, and integrity of the Pretreatment program.

#### 7.1 Enforcement Response Criteria

##### (1) Emergency Authority to Suspend or Terminate Service

- (a) The Control Authority may suspend the Wastewater treatment service and/or the Wastewater Contribution Permit of any Industrial User, when such suspension is necessary, in the opinion of the Control Authority, in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons, to the environment, or causes Interference to the Sewer System or causes the Control Authority to violate any condition of the POTW NPDES Permit.
- (b) Any Person notified of a suspension of the Wastewater treatment service and/or the Wastewater Contribution Permit shall immediately stop or eliminate the discharge. In the event of a failure of the Person to comply voluntarily with suspension order, the Control Authority shall take such steps as deemed necessary including immediately severance of the Sewer connection, to prevent or minimize damage to the Sewer System or endangerment to any individuals.

The Control Authority shall reinstate the Wastewater Contribution Permit and/or the Wastewater treatment service upon proof of the elimination of the non-complying discharge. A detailed written statement submitted by the Industrial User describing the causes of the harmful discharge and the measures taken to prevent any future occurrence shall be submitted to the Control Authority within five (5) days of the date of the occurrence.

##### (2) Enforcement Response Guide

For violations not requiring the Control Authority to invoke its emergency authority, certain guidelines shall be developed by the Control Authority and used to determine the appropriate enforcement action to be taken. In instances of continuing violations, enforcement actions, increasing in severity, shall be used until compliance is attained. These guidelines shall be made available for inspection

upon request and may contain the following enforcement actions:

(a) Notice of Violation

Whenever the Control Authority finds that any Industrial User has violated or is violating this Ordinance, a Wastewater Contribution Permit or order issued hereunder or any prohibition, limitation of requirements contained herein, the Control Authority may serve upon said Industrial User a written notice stating the nature of the violation(s). Within ten (10) days of the date of the receipt, a plan for the satisfactory correction and prevention thereof shall be submitted to the Control Authority by the Industrial User. Submission of this plan in no way relieves the Industrial User of liability for any violation occurring before or after receipt of the Notice of Violation.

(b) Consent Orders

The Control Authority is hereby empowered to enter into Consent Orders, assurances of voluntary compliance, or similar documents establishing an agreement with the Industrial User responsible for the noncompliance. Such orders will include specific action to be taken by the Industrial User to correct the noncompliance within a time period also specified by the order. Consent Orders shall have the same force and effect as compliance orders issued pursuant to Section 7.1.2(d) below.

(c) Show Cause Hearing

The Control Authority may order any Industrial User which causes or contributes to violation of this Ordinance or a Wastewater Contribution Permit or orders issued hereunder, to show cause why a proposed enforcement action should not be taken. A notice shall be served on the Industrial User specifying the time and place of a hearing to be held by the Control Authority regarding the violation, the reasons why the action is to be taken, the proposed enforcement action, and directing the Industrial User to show cause before the Control Authority why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days before the hearing. Such notice may be

served on any principal executive officer, general partner, corporate officer, or duly authorized agent thereof. Whether or not a duly notified Industrial User appears as noticed, immediate enforcement action may be pursued.

(i) The Control Authority may itself conduct the hearing and take the evidence, or may designate any of its members or any officer, employee, or agent of the City to:

(a) Issue in the name of the Control Authority notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings;

(b) Take the evidence;

(c) Transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations to the Control Authority for action thereon.

(ii) At any hearing held pursuant to this Ordinance, testimony taken must be under oath and recorded stenographically. The transcript, so recorded, will be made available to any member of the public or any party to the hearing upon payment of the usual charges thereof.

(iii) After the Control Authority has reviewed the evidence, it may issue an order to the Industrial User responsible for the discharge directing that, following a specified time period, the Sewer service be discontinued unless adequate treatment facilities, devices or other related appurtenances have been installed on existing treatment facilities, or that existing devices or other related appurtenances are properly operated. Further orders and directives as are necessary and appropriate may be issued.

(d) Compliance Order

When the Control Authority finds that a Industrial User has

violated or continues to violate this Ordinances or a Wastewater Contribution Permit or orders issued thereunder, an order may be issued to the Industrial User responsible for the discharge directing that, following a specific time period, sewer service shall be discontinued unless adequate treatment facilities, devices, or other related appurtenances have been installed and are properly operated. Orders may also contain other requirements as might be reasonably necessary and appropriate to address the noncompliance, including, but not limited to, the installation of pretreatment technology, additional self-monitoring, and management practices.

(e) Injunctive Relief

Whenever an Person has violated or continues to violate the provisions of this Ordinance or a Wastewater Contribution Permit or orders issued hereunder, the Control Authority, through the Solicitor, may petition the Court for issuance of preliminary or permanent injunction or both (as may be appropriate) which restrains or compels the activities on the part of that Person. Civil Proceedings

If any User violates the provisions of this Ordinance, any Wastewater Contribution Permit, any Order issued to that User by the Control Authority, or any other applicable State or National law, regulation or rule, the Control Authority Solicitor may commence an action for appropriate legal and/or equitable relief in the Court of Common Pleas of Lackawanna County.

(g) Criminal Proceedings

Any Person who willfully or negligently violates any provision of this Ordinance, a Wastewater Contribution Permit, or orders thereunder, or who knowingly makes any false statements, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this Ordinance, or Wastewater Contribution Permit, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Ordinance, the Control Authority Solicitor may request the District Attorney of Lackawanna County to commence appropriate legal action.

(h) Revocation of Permit

Any Industrial User who violates the following conditions of this Ordinance, a Wastewater Contribution Permit, orders thereunder, or applicable State and Federal regulations, is subject to having its permit revoked:

- (i) Failure of a Industrial User to factually report the Wastewater constituents and characteristics of his discharge.
- (ii) Failure of the Industrial User to report significant changes in operations, or Wastewater constituents and characteristics.
- (iii) Refusal of reasonable access to the Industrial User's premises for the purpose of inspection or monitoring;  
or
- (iv) Violation of conditions of the permit.
- (v) Non-payment of charges and/or fees stated in Section 5 and Section 8 of this Ordinance.

If a permit is revoked, the Control Authority may take steps it deems advisable, including severance of the Sewer connection, to promote compliance with this Ordinance.

## SECTION 8 - PENALTIES - COSTS

### 8.1 Civil Penalties

Any User who is found to have violated an Order of the City Council or fails to comply with any provision of this Ordinance, or any orders, rules, regulations and permits issued hereunder, shall be fined not more than \$10,000 for each offense. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense. In addition to the penalties provided herein, the Control Authority may recover reasonable attorneys' fees, court costs, court reporters' fees and other expenses of litigation by appropriate suit at law against the Person found to have violated this Ordinance or the orders, rules, regulations, and permits issued hereunder.

### 8.2 Criminal Penalties

Any individual who knowingly, willfully, or intentionally makes any false statements, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this Ordinance, or Wastewater Contribution Permit, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Ordinance, shall, upon conviction, be punished by a fine of not less than \$1,000 or more than \$100,000 and/or by imprisonment for not more than one year.

### 8.3 Recovery of Costs Incurred

In addition to Civil and Criminal Penalties, the Industrial User violating any of the provisions of this Ordinance or the Industrial User's Wastewater Contribution Permit that causes damage to or otherwise inhibits the Control Authority's Sewer System and/or Sewage Treatment Plant, shall be liable to the Control Authority for any expenses, loss, or damage caused by such violation or discharge. The Control Authority shall bill the Industrial User for costs incurred by the Control Authority for any cleaning, repair, or replacement work caused by the violation or discharge. Refusal to pay the assessed costs shall constitute a separate violation of this Ordinance and subject the Industrial User to Revocation of Permit as specified in Section 7.1, 2(i) of this Ordinance.

### 8.4 Enhanced Penalty Authority

In addition to the remedies stated in Section 7 of this Ordinance, and, Penalties as specified in this Section, Act 90, House Bill No. 795, enacted March 17, 1992, is incorporated herein by reference, in order to enhance the ability to enforce industrial pretreatment standards against industrial users of POTW's.

## SECTION 9 - SEVERABILITY

If any provision, paragraph, word, section or article of this Ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and chapter shall not be affected and shall continue in full force and effect.

## SECTION 10 - CITY OF SCRANTON - SEWER AUTHORITY OF THE CITY OF SCRANTON - INTERRELATIONSHIP

The Relationship between the City of Scranton and the Sewer Authority of the City of Scranton is governed by the provision of the 1968 Trust Indenture & Lease and the Operating Agreement of 1990 & other applicable ordinances.

#### SECTION 11 - CONFLICT AND HEADINGS

All other ordinances and parts of other ordinances inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

The headings in this Ordinance are solely for convenience and shall have no effect in the legal interpretation of any provision hereof.

#### SECTION 12 - EFFECTIVE DATE

The Control Authority reserves the right to make changes from time to time as, in its opinion, may be desirable or beneficial and to amend this Ordinance in such manner and at such times as, in its opinion, may be advisable. This Ordinance becomes effective immediately upon approval by the Council of the City of Scranton.

#### SECTION 13 - HOME RULE CHARTER

This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

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Passed by The Council

MARCH 20, 1996

receiving the affirmative votes of Council Persons

Approved March 26 1996

WALSH, BARRETT, HAZZOURI, NOONE & POGIUS

James Carraro May

Negative - NONE

Certified Copy

John J. Pucci

Frank J. Naylor City Cle

President

3-27-96

EXHIBIT "C"



# Lackawanna River Basin Sewer Authority

P.O. Box 280 Olyphant, Pennsylvania 18447-0280

570 / 489-7563 Fax 489-0260  
Billing Office 570 / 489-4738



## Board of Directors

Mr. William Kerl  
Chairman

Mr. Paul Ruddy  
Vice-Chairman

Mr. Peter Larioni  
Secretary

Mr. Alexander Chelik  
Assistant Secretary

Mr. Robert Caljean  
Treasurer

Mr. Joseph Brady  
Assistant Treasurer

Mr. Joseph Chowanec Jr.  
Member

Mr. Eugene Prusinski  
Member

Mr. Thomas Wascura  
Member

Mr. Michael Matechak, P.E.  
Executive Director

Mr. Robert M. Davis, Jr.  
Plant Superintendent

Mr. Patrick J. Cuff  
Billing Director

Mr. Bradley Owens  
Facilities Engineer

## Consultants

Attorney Paul R. Mazzoni  
Solicitor

## Memorandum

TO: Mr. Dan Rickard – PA American Water Company  
Ms. Jane Sterling – Moosic Borough

FROM: Michael Matechak, P.E. – LRBSA

DATE: February 13, 2023

RE: Montage Service Agreement  
Updated Exhibit C

In accordance with Article III, Section 3.04 of the July 24, 2003 Montage Service Agreement, please find attached revised Exhibit C updating the list of developments and approvals in the Montage Sewer District based on information available to the LRBSA.

Please do not hesitate to contact me should you have any questions.

MONTAGE/2023\_02\_13 MONTAGE UPDATE\_xmittal

## MONTAGE SEWER DISTRICT SERVICE AGREEMENT

## EXHIBIT C

## SUMMARY OF MONTAGE SEWER DISTRICT WASTEWATER FLOWS

## EXISTING DEVELOPMENT AND APPROVALS

All parties accept the following summary as reflecting the status of existing planning and development within the Montage Sewer District as of the date of this Agreement.

<u>Glanmaura (Parcel/Lot)</u>		<u>Flow (GPD)</u>	
Single Family Homes			
A - F	(58)	23400	
H	(8)	2800	
I	(8)	3500	
J,K	(38)	20300	
L,N	(16)	4800	Phase III
S		4800	
Alpine Drive	(16)	4800	
Townhouses			
U	(129)	35250	Glenmaura Commons
V	(51)	12750	Glenmaura Commons
Commercial			
1A		630	Lackawanna County Visitors Center
1B		869	
3A		43000	Shoppes at Montage
3A.3		7324	Dave & Busters
3B		13860	Glenmaura Senior Living
3C		14500	CIGNA
10B		350	Glenmaura Sales Office
10C		3192	
10D		294	
12		17150	
13		10160	
14		4800	State Farm
14A1		294	
14A2		294	
16		0	See note below.
17A1		1361	
17A2		865	
17B		15500	Hilton Garden Inn
18A		4000	
18B1		9250	Courtyard Marriott
18B2		6000	
19A1		3077	New Restaurant (frmly. Johnny Rockets).
19A2/A4		12574	Fairfield Inn
19A3		4382	Ruby Tuesdays
19A5		10000	Spring Hill Suites
19A6		3300	Bella Trattoria
19A7/A8		11000	Marriott Town Place Suites
19B		2054	
19C,D		15050	Cinemark
20C,D		4074	Tier II (Buildings C & D)
	Subtotal	331604	

NOTE: Parcel 16 had been issued a connection permit by the SSA to treat flow received via the Montage Pump Station. However, this parcel was allowed the option of discharging to the Route 502 line depending on the final development plan of the parcel and provisions for on site utilities. This development (Acadia Healthcare) elected to discharge to the Roue 502 line and is not included in the Montage Sewer District.

Office Park at Montage (SLIBCO)

Prudential Asset Management	5000	
Prudential Asset Management	3000	1993 Expansion
J.C. Penney	4000	
WNEP T.V.	660	
Diversified Records	500	
Remaining SLIBCO Allocation	16320	
Subtotal	29480	

Other Existing Development

Boy Scouts	130
Montage Ski Lodge	21000
Ski Shop	500
Lackawanna County Stadium	80000
Quinn Computer	500
Stadium Office Park	3000
Hampton Inn	20000
Marvelous Muggs	7200
Comfort Suites	10000
Montage Amphitheater	70000
Clough Harbor	300
USA Mart Plaza	2537
Subtotal	215167

TOTAL - Existing  
Development and Approvals 576251

PROVISIONS FOR FUTURE DEVELOPMENT

Capacity allowances are being provided for the following potential future developments. The flows indicated will not be exclusively allocated to the developments listed below until such time as PADEP Planning Modules for Land Development have been submitted and approved.

Glenmaura		
Single Family Homes	(40)	14000
Townhouses	(14)	3360
Lot 10E		420
Other		5190

Montage Pump Station  
Planning Area Total  
Design Average Flows 599221

Design Pumping Rate 750 GPM (1.08 MGD)

2022 Daily Average Flow 106000 GPD  
2022 Maximum Daily Flow 257000 GPD

MONTAGE AGMT ATTACH

EXHIBIT "D"

*The following list is established for the purpose of identifying and assigning ongoing operation and maintenance responsibility for existing sewer lines within the Montage Sewer District and Glenmaura Development. The parties to this Montage Service Agreement shall be responsible for the operation and maintenance of the sewage facilities and sewer lines identified below.*

Lackawanna County / LRBSA

- *Montage Mountain Pumping Station*
- *Montage Force Main from the Montage Pumping Station to SSA discharge Manhole #7A (see attached map).*
- *Montage Mountain Road from Davis Street to the Montage Ski Lodge.*
- *Glenmaura National Boulevard – COUNTY/LRBSA shall be responsible for collector sewers located within the right of way of the loop road from the Lackawanna County Visitors Center through the Glenmaura Corporate Center to the Montage Mountain Road intersection near the Glenmaura Sales Office. Also Glenmaura National Boulevard from its intersection with Montage Mountain Road to its intersection with Route 502.*
- *Lakeview Drive.*

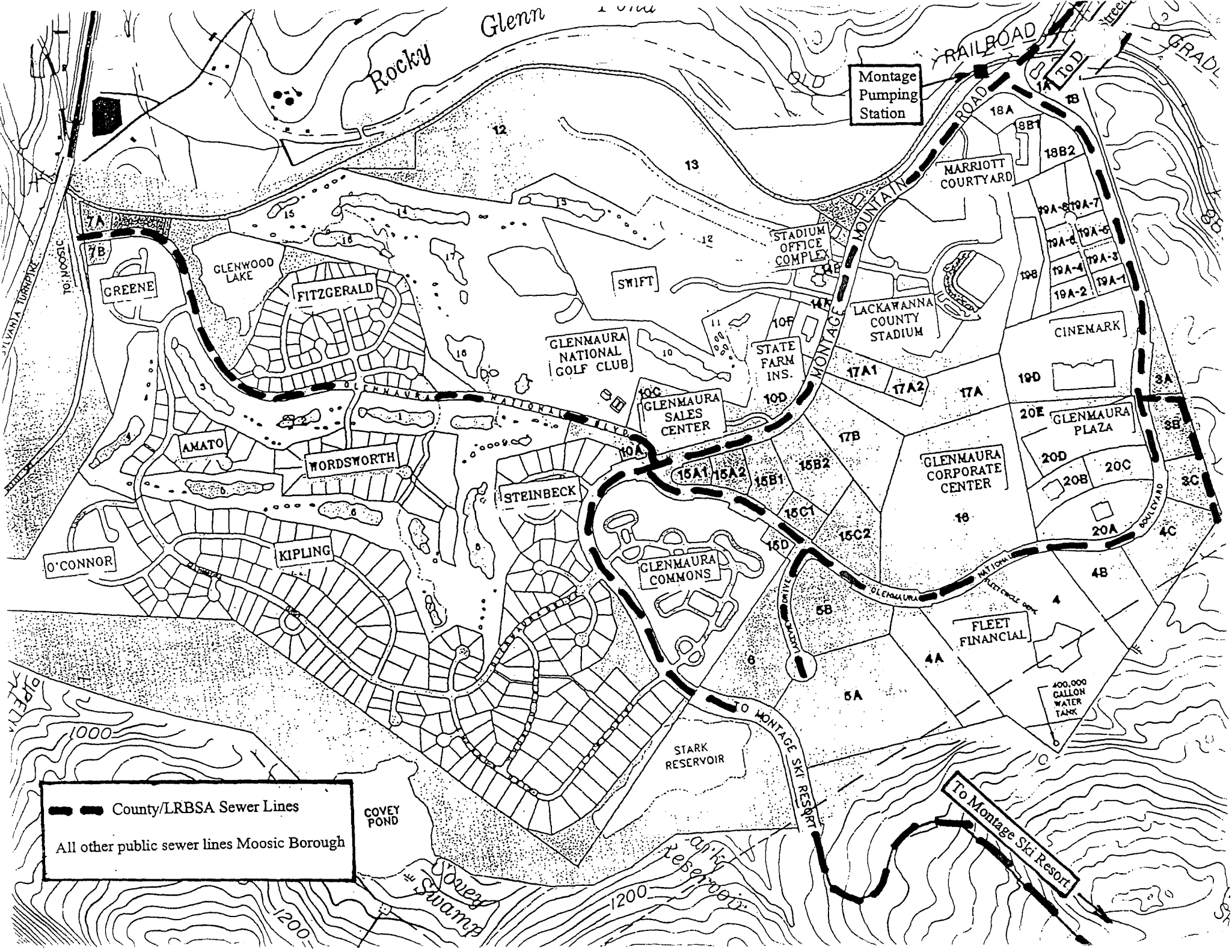
Scranton Sewer Authority

- *Manhole No. 7A at the discharge of the Montage Force Main and subsequent sewers downstream (see attached map).*

Moosic Borough

- *All other public sewage collection main lines located within Glenmaura Development and/or Moosic Borough dedicated to and accepted by Moosic Borough.*

*Operation and maintenance responsibility for subsequent new sewer extensions shall be assumed by the applicable municipality, or its authorized agent, upon proper and legal dedication, in accordance with the terms of this agreement.*



**--- County/LRBSA Sewer Lines**  
**— All other public sewer lines Moosic Borough**

Montage Pumping Station

RAILROAD

MARRIOTT COURTYARD

STADIUM OFFICE COMPLEX

LACKAWANNA COUNTY STADIUM

GLENMAURA NATIONAL GOLF CLUB

GLENMAURA SALES CENTER

STATE FARM INS.

CINEMARK

GLENMAURA PLAZA

GLENMAURA CORPORATE CENTER

GLENMAURA COMMONS

FLEET FINANCIAL

400,000 GALLON WATER TANK

STARK RESERVOIR

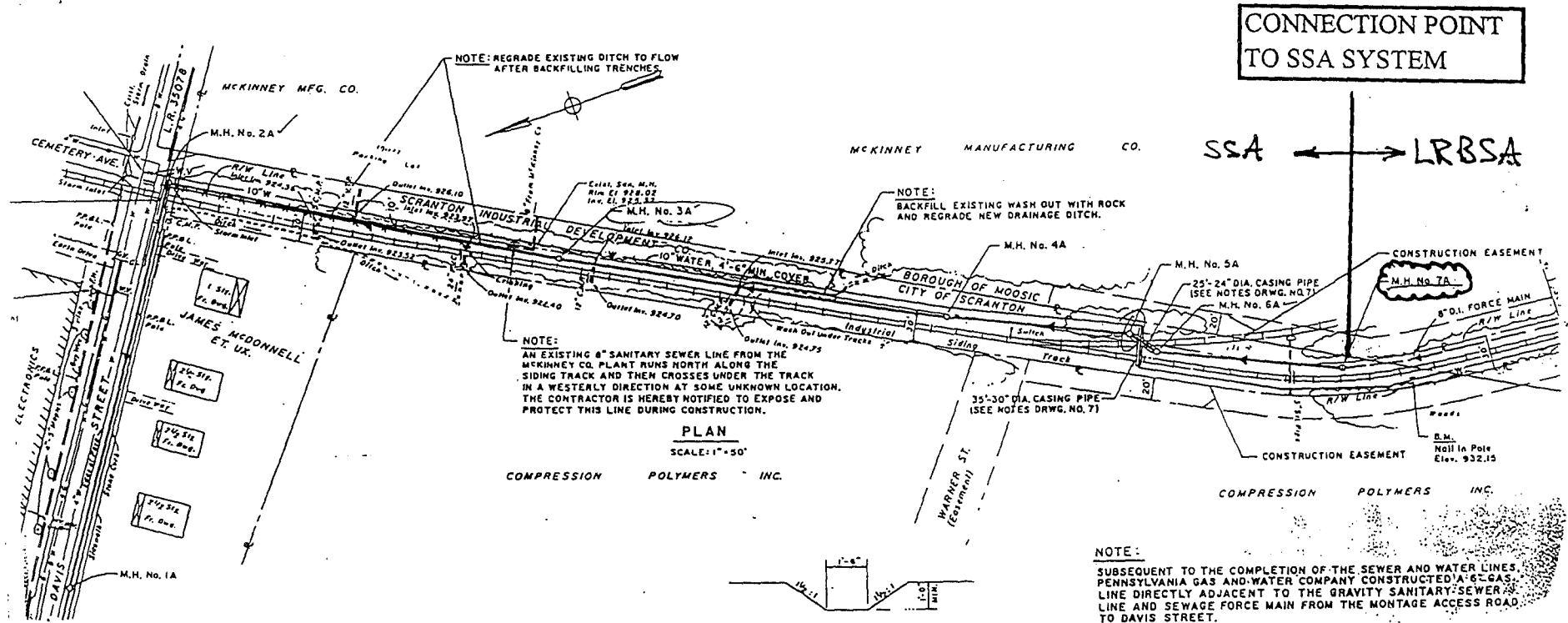
To Montage Ski Resort

COVEY POND

Covey Swamp

Rebervoir

**CONNECTION POINT  
TO SSA SYSTEM**



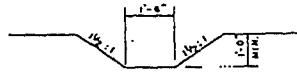
NOTE: REGRADE EXISTING DITCH TO FLOW AFTER BACKFILLING TRENCHES.

NOTE: BACKFILL EXISTING WASH OUT WITH ROCK AND REGRADE NEW DRAINAGE DITCH.

NOTE: AN EXISTING 8" SANITARY SEWER LINE FROM THE MCKINNEY CO. PLANT RUNS NORTH ALONG THE SIDING TRACK AND THEN CROSSES UNDER THE TRACK IN A WESTERLY DIRECTION AT SOME UNKNOWN LOCATION. THE CONTRACTOR IS HEREBY NOTIFIED TO EXPOSE AND PROTECT THIS LINE DURING CONSTRUCTION.

NOTE: SUBSEQUENT TO THE COMPLETION OF THE SEWER AND WATER LINES PENNSYLVANIA GAS AND WATER COMPANY CONSTRUCTED A 6" GAS LINE DIRECTLY ADJACENT TO THE GRAVITY SANITARY SEWER LINE AND SEWAGE FORCE MAIN FROM THE MONTAGE ACCESS ROAD TO DAVIS STREET.

**PLAN**  
SCALE: 1" = 50'



**DRAINAGE DITCH**  
NO SCALE

SSA ← → LRBSA

COMPRESSION POLYMERS INC.

COMPRESSION POLYMERS INC.



WE KEEP LIFE FLOWING™

Service Address:

LACKAWANNA RIVER BASIN
MONTAGE MOUNTAIN BULK WATER
MOOSIC, PA 18507

PAWC Exhibit 2
Statement

Account No. 1024-220017776352

Table with 2 columns: Description, Amount. Total Amount Due: \$123,167.60; Payment Due By: December 13, 2024

Billing Date: November 21, 2024
Service Period: Oct 16 to Nov 15 (31 Days)

THANK YOU FOR BEING OUR CUSTOMER

Important Account Messages

- Your current bill contains an additional charge. To learn more, refer to the Account Detail section. If needed, please contact us to discuss an extended payment agreement.
Want more convenience and less clutter? Try paperless billing. We send an email when your bill is available for viewing and include an option to pay. It's simple to sign up, just register or log into My Account at amwater.com/myaccount and make the selection for paperless billing.

Account Summary – See page 3 for Account Detail

Table with 2 columns: Description, Amount. Prior Billing: \$61,330.01; Payments: \$0.00; Balance Forward: \$61,330.01; Service Related Charges: \$61,837.59; Total Amount Due: \$123,167.60

For more information, visit www.pennsylvaniaamwater.com

View your account information or pay your bill anytime at: www.amwater.com/MyAccount

Pay by Phone\*: Pay anytime at 1-855-748-6066

Customer Service: 1-800-565-7292
M-F 7:00am to 7:00pm – Emergencies 24/7

PENNSYLVANIA AMERICAN WATER
PO BOX 371412
PITTSBURGH, PA. 15250-7412

Please return bottom portion with your payment. DO NOT send cash. Retain upper portion for your records

Account No. 1024-220017776352

Table with 2 columns: Description, Amount. Total Amount Due: \$123,167.60; Payment Due By: December 13, 2024



P.O. BOX 91623
RANTOUL, IL 61866-8623

Service to: MONTAGE MOUNTAIN BULK WATER
MOOSIC, PA 18507

Amount Enclosed \$

LACKAWANNA RIVER BASIN
c/o PATT CUFF, BILLING DIRECTOR
P.O. BOX 280
OLYPHANT, PA 18447-0280

PENNSYLVANIA AMERICAN WATER
PO BOX 371412
PITTSBURGH, PA. 15250-7412

00010242200177763520000000012316760015

## Messages from Pennsylvania American Water

- Pennsylvania American Water customer rates are based on specific rate zones identified in the company's tariffs. For more information on your rates, visit [pennsylvaniaamwater.com/rates](http://pennsylvaniaamwater.com/rates) and reference Wastewater Rate Zone 2a.
- Approximately 3.27 percent, or \$2022.09 of state taxes are included in your current bill.

What's the best way to reach you?

**IN CASE OF AN EMERGENCY**

We use a high-speed notification system to quickly alert customers via phone, text and email when water emergencies occur. Visit **MyWater** at [amwater.com/mywater](http://amwater.com/mywater) to choose how you want to be notified and to enter your contact information.



### CUSTOMER SERVICE: 1-800-565-7292

HOURS: M-F, 7am-7pm ▪ Emergencies: 24/7  
 TTY/TDD FOR THE HEARING IMPAIRED : 711  
 (and then reference Customer Service number listed above)

### SERVICES

- **Go Paperless:** Save time. Save money. Sign up for **Paperless Billing** and **Auto Pay** on MyWater at [amwater.com/mywater](http://amwater.com/mywater). Not registered? Log in and be sure to have your account number handy.
- **Water Quality:** We have an exceptional track record when it comes to providing safe, reliable water service to our customers. For a copy of the annual water quality report for your area, visit [pennsylvaniaamwater.com](http://pennsylvaniaamwater.com). Under Water Quality, select Water Quality
- **H2O Help To Others:** This program helps low-income customers who qualify with their bills. For more information, contact our program administrator, Dollar Energy Fund, at 1-888-282-6816.

### EXPLANATION OF FEES AND OTHER TERMS

- **Distribution System Improvement Charge (DSIC):** A charge to replace aging facilities, such as mains, meters, fire hydrants, valves, etc. This charge, as approved by the Pennsylvania Public Utility Commission (PUC), may change every three months based on work completed. It will not exceed 7.5% of your water bill or 5% of your wastewater bill.
- **Payment by Check:** Paying by check authorizes American Water to send the information from your check electronically to your bank for payment. The transaction will appear on your bank statement. The physical check will not be presented to your financial institution or returned to you.

- **State Tax Surcharges:** This PUC-approved charge allows the company to recover costs specific to state taxes.
- **Estimated Bill:** This occurs when we are unable to read the water meter. Your usage from the same billing period the prior year is used to calculate the estimated bill. The next actual meter reading corrects any over- or under-estimated bills.
- **Inquiries/Disputes:** For inquiries about your bill, please register any question or complaint prior to the bill's due date. Contact customer service Monday–Friday from 7 a.m. to 7 p.m. at 1-800-565-7292. To register your complaint by mail, send written correspondence to PO Box 2798, Camden, NJ 08101.
- **Rates:** A detailed listing of charges that make up your bill is available upon request by contacting Customer Service or visiting us online at [pennsylvaniaamwater.com](http://pennsylvaniaamwater.com). Under Customer Service & Billing, select Your Water and Wastewater Rates.
- **Protection programs for water, sewer and in-home plumbing** are offered by American Water Resources. Charges for these services are not regulated by the Pennsylvania Public Utility Commission. Regulated services will not be disconnected as a result of non-payment of protection program charges. Customers with protection program charges will not be assessed a late payment charge for late or unpaid protection plan charges. For inquiries about protection programs, please contact American Water Resources at 1-888-378-4458.
- **Correspondence:** Please send written correspondence to PO Box 2798, Camden, NJ 08101. Be sure to include your name, account number, service address, mailing address and phone number including area code. Please do not send correspondence with your payment, as it may delay processing your payment and correspondence.

### H2O HELP TO OTHERS PROGRAM - lend a hand to customers in need

- I'm adding a one time contribution of \$\_\_\_\_\_ with my payment.
- I'd like to add a recurring contribution to each bill of \$\_\_\_\_\_. I understand this amount will be added to each bill.

### Address Change(s)

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

( ) \_\_\_\_\_  Mobile Number

Phone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

### Other ways to pay your bill



**Auto Pay**



**Online**



**In Person**

Save time and money. Enroll in Auto Pay, and your bill will be paid on time, every time, directly from your bank account on the due date. No stamps required!


With My Account, you can pay your bill anytime, anywhere. Registration is fast and easy. Visit [www.amwater.com/MyAccount](http://www.amwater.com/MyAccount) or pay without registration at [www.amwater.com/billpay](http://www.amwater.com/billpay) (fee may apply).

We have agreements with several authorized payment locations in our service areas. Visit our website to find one near you.

**Account Detail**

Account No. 1024-220017776352

Service To: MONTAGE MOUNTAIN BULK WATER MOOSIC, PA 18507

<b>Prior Billing</b>	<b>61,330.01</b>
<b>Payments</b>	<b>0.00</b>
<b>Balance Forward</b>	<b>61,330.01</b>
<b>Service Related Charges - 10/16/24 to 11/15/24</b>	
 <b>Wastewater Service</b>	<b>61,837.59</b>
Wastewater Service Charge	5,700.00
Wastewater Use Charge	58,904.12
	-2,766.53
<b>Total Service Related Charges</b>	<b>61,837.59</b>
<b>Total Current Period Charges</b>	<b>61,837.59</b>

**Total Amount Due**

**\$123,167.60**

## Understanding Your Bill

The information below defines some of the new terms you may find on your bill:

- **Service Related Charges:** This section includes charges for services related to water, wastewater and fire protection. If applicable, credits and debits for corrections to previously billed charges are itemized in this section.
- **Bill Period:** This section shows the time period for which the bill is based. Billing periods may range from 26-35 days in accordance with PUC regulations.
- **Fees and Adjustments:** This section provides details related to additional charges or adjustments for the service period referenced. Fees, when applicable, would include items such as service activation and late payment charges.
- **Billing Units:** One billing unit equals 100 gallons of water used. If the meter serving your property measures your water use in cubic feet or a different unit of measure, we convert the usage to gallons to make it easier to understand.
- **Average Daily Use:** The gallons shown in the water droplet above represent your average daily water use for the current billing period. Tracking the amount of water you use can help you manage your overall water use from month to month.
- **Protection programs for water, sewer and in-home plumbing** are offered by American Water Resources but are not required. Learn more in the Explanation of Fees and Other Terms section on page 2 of your bill.
- **Still have questions?** We are here to help. Our customer service representatives are available M-F, 7 a.m. to 7 p.m. More information on understanding your bill and charges can also be found on our website. See the link below.

Para obtener asistencia de traducción en la lectura de su factura, comuníquese con nuestro Centro de Atención al Cliente al 1-800-565-7292 de lunes a viernes de 7 a. m. a 7 p. m.

For more information about your charges and rates, please visit:  
<https://amwater.com/paaw/rates>

<This page is intentionally left blank and reserved for future messages>

# Bill Inserts and Important Notices

We encourage you to click the link(s) below to view any bill inserts and other important notices you would have received with your printed bill.

<https://amwater.com/files/OAPASB.pdf>

<https://amwater.com/files/OAPAA1.pdf>

<https://amwater.com/files/OAPAA0.pdf>

**PENNSYLVANIA-AMERICAN WATER COMPANYS  
Wastewater Division  
(hereinafter referred to as the “Company”)  
D/B/A  
Pennsylvania American Water**

**RATES, RULES AND REGULATIONS**

**GOVERNING THE FURNISHINGS OF**

**WASTEWATER COLLECTION AND DISPOSAL SERVICE**

**IN CERTAIN MUNICIPALITIES AND TERRITORIES LOCATED IN:**

ADAMS COUNTY, ALLEGHENY COUNTY, BEAVER COUNTY, BERKS COUNTY,  
BUTLER COUNTY, CHESTER COUNTY, CLARION COUNTY, CUMBERLAND COUNTY,  
LACKAWANNA COUNTY, LANCASTER COUNTY, LUZERNE COUNTY, MCKEAN COUNTY,  
MONROE COUNTY, MONTGOMERY COUNTY, NORTHUMBERLAND COUNTY,  
PIKE COUNTY, WASHINGTON COUNTY AND YORK COUNTY

ALL IN THE COMMONWEALTH OF PENNSYLVANIA

**Issued: November 21, 2024**

**Effective: November 21, 2024**

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

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

# **NOTICE**

**This Tariff authorizes Pennsylvania American Water Company to furnish  
wastewater services to the public in a portion of Farmington Township, Clarion County,  
Pennsylvania.**

**(Refer to pages 2, 4, 5, 6, 9, 11.8, 18.1 and 51.)**

**PENNSYLVANIA-AMERICAN WATER COMPANY**

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**LIST OF CHANGES**

This Tariff supplement authorizes Pennsylvania American Water Company – Wastewater Division to begin to offer or furnish wastewater services to the public in a portion of Farmington Township, Clarion County, Pennsylvania, as ordered by the Pennsylvania Public Utility Commission at Docket No. A-2023-3042587 entered September 26, 2024.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**LIST OF CHANGES**

[Intentionally blank]

(C)

(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

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(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

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(C) means Change

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(C) means Change

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(C) means Change and (I) means Increase

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**TERRITORIES SERVED**

**(By State Region and Company Wastewater System District)  
(All territories are subject to Rate Zone 1 unless otherwise noted)**

**Central Pennsylvania**

**Fairview District**

York County. Portions of Fairview and Newberry Townships.

**Foster District – Rate Zone 1c**

Luzerne County. Portions of Foster Township (and related points of bulk service interconnection).

**(C)**

**Franklin District**

Adams County. Portions of the Townships of Franklin, Hamiltonban and Highland.

**McEwensville District**

Northumberland County. McEwensville Borough.

**New Cumberland District [language deleted]**

Cumberland County. The Borough of New Cumberland.

**(C)**

**Turbotville District**

Northumberland County. Portions of The Borough of Turbotville.

**York District – Rate Zone 1b**

York County. The City of York and portions of West Manchester Township; and related points of bulk service interconnection. Portions of Manchester Township, West Manchester Township, and Spring Garden Township, limited to the administration of the Industrial Pretreatment Program.

**(C)**

**Northeastern Pennsylvania**

**Northeast District – Lehman Pike, Blue Mountain Lakes, Clean Treatment, and Delaware**

Monroe County. Portions of the Townships of Middle Smithfield, Smithfield and Stroud.  
Pike County. Portions of Delaware and Lehman Townships.

**Pocono District**

Monroe County. A portion of Coolbaugh Township.

**Scranton Sewer District – Rate Zone 2a**

Lackawanna County. The City of Scranton and the Borough of Dunmore.

**(C)**

**(C)** means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

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**TERRITORIES SERVED (CONT'D)**  
**(By State Region and Company Wastewater System District)**  
**(All territories are subject to Rate Zone 1 unless otherwise noted)**

**Southeastern Pennsylvania**

**Coatesville District**

Chester County. The City of Coatesville, the Borough of Parkesburg and portions of the Borough of South Coatesville and portions of the Townships of Caln, East Fallowfield, Highland, Sadsbury, Valley, West Caln and West Sadsbury.

Lancaster County. Portions of Sadsbury Township (Rate Zone 1e).

**Exeter Sewer District**

Berks County. Portions of the Townships of Exeter, Alsace and Lower Alsace (and related points of bulk service interconnection).

**Royersford District – Rate Zone 1a**

Montgomery County. Royersford Borough and portions of Upper Providence Township.

**Upper Pottsgrove District**

Montgomery County. Portions of Upper Pottsgrove Township.

Berks County. A portion of Douglass Township.

**Western Pennsylvania**

**Butler District – Rate Zone 1d**

Butler County. City of Butler, portions of the Borough of East Butler, and portions of the Townships of Butler, Center, Connoquenessing, Oakland and Summit.

**Clarion District**

Clarion County. Clarion Borough and portions of the Townships of Clarion and Monroe **and Farmington (Rate Zone 1f)**. (C)

**Claysville District**

Washington County. Claysville Borough and portions of the Townships of Donegal.

**Kane District – Rate Zone 2**

McKean County. Kane Borough and portions of Wetmore Township.

**Koppel District**

Beaver County. Koppel Borough.

**McKeesport District – Rate Zone 2**

Allegheny County. The City of McKeesport, the City of Duquesne, Port Vue Borough, the Borough of Dravosburg, and a portion of West Mifflin Borough (and related points of bulk service interconnection).

**Paint-Elk District**

Clarion County. Shippenville Borough and portions of the Townships of Elk and Paint.

(C) means Change

**THIS PAGE RESERVED FOR FUTURE USE**

**SCHEDULE OF RATES**

**RATE ZONE 1 – SANITARY SEWER SYSTEM (“SSS”) METERED AND UNMETERED**

(C)

**APPLICABILITY**

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

**AVAILABILITY**

The rates under this schedule are available to customers in the Residential, Commercial, Municipal and Industrial classes.

**METERED CHARGES (Based on Water Usage or Sewage Flows, determined at PAWC’s discretion)**

**All metered customers shall be subject to a monthly service per equivalent dwelling unit (EDU).**

<b>A. <u>Residential</u></b>		
Service Charge per month:	\$15.00	(I)
Usage Charge per 100 gallons:	\$2.9539	(I)
<b>B. <u>Commercial</u></b>		
Service Charge per month:	\$36.70	(I)
Usage Charge per 100 gallons:	\$2.1986	(I)
<b>C. <u>Industrial</u></b>		
Service Charge per month:	\$36.70	(I)
Usage Charge per 100 gallons:	\$2.1986	(I)
<b>D. <u>Municipal</u></b>		
Service Charge per month:	\$36.70	(I)
Usage Charge per 100 gallons:	\$2.1986	(I)
<b>E. <u>Special Rate Charges</u></b>		
Bulk Metered Usage – Caln Twp., V.A. Hospital and West Brandywine Twp.		
Service Charge per month:	\$456.50	(I)
Usage Charge per 100 gallons:	\$1.4900	(I)
Cleveland-Cliffs Plate and Victory Brewing Company		
Service Charge per month:	\$456.50	
Usage Charge per 100 gallons:	\$1.4800	(I)
Borough of Saint Lawrence		
Service Charge per month:	\$456.50	(I)/ (C)
Usage Charge per 100 gallons:	\$0.4120	(I)

Township of Alsace – The bulk metered charge will be based on PUC approved rates for the direct customers of the Exeter sewer district shown above.

(I) means Increase and (C) means Change

**SCHEDULE OF RATES**

**RATE ZONE 1 – SANITARY SEWER SYSTEM (“SSS”) METERED AND UNMETERED** (C)

**METERED CHARGES** (cont'd)

Metered rates are available to customers in the Upper Pottsgrove Sewer service territory, served under this tariff in Rate Zone 1, that request metered rates and are 1) metered commercial, industrial, or multiple EDU in a single structure, 2) have an existing EDU allocation and 3) currently discharge to the collection system.

**Special rate for Upper Pottsgrove customers who elect the metered option:** (C)

[language deleted] (C)

<b>Service charge per month, per EDU:</b>	\$36.70	<b>(D)(C)</b>
<b>Usage Charge per 100 gallons:</b>	\$2.1986	<b>(I)(C)</b>

**Special Rate for Rainbow Washhouse, Inc.**

Service charge per month	\$75.00	<b>(I)</b>
Usage Charge per 100 gallons:	\$0.2226	<b>(I)</b>

**UNMETERED CHARGES** -This charge is a flat rate fee for customers not metered for water consumption.

A.	Flat rate per month, per EDU:		
	Residential	\$110.00	<b>(I)</b>
	Commercial	\$150.00	<b>(I)/(C)</b>

B. Special Rate Charges

Knouse Foods, flat rate per month:	\$8,683.00	<b>(I)</b>
Strattanville Borough, flat rate per month:	\$6,426.00	<b>(I)</b>
Penn State Special Metals, flat rate per month:	\$2,988.00	<b>(I)</b>
PSC Metals, flat rate per month:	\$1,156.00	<b>(I)</b>
Ipsco Koppel Tubilers, flat rate per month:	\$17,948.00	<b>(I)</b>

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

**SCHEDULE OF RATES**

**RATE ZONE 1a – METERED AND UNMETERED**

**APPLICABILITY**

The rates as set forth below will apply in the Royersford service territory (former territory served by the Borough of Royersford) served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.

**AVAILABILITY**

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

**METERED CHARGES (Based on Water Usage or Sewage Flows, determined at PAWC’s discretion)**

All metered customers shall be subject to a minimum charge per meter.

<b><u>Residential</u></b>			<b>(C)</b>
Service Charge per month:	\$15.00	<b>(D)</b>	
Usage Charge per 100 gallons	\$1.4150	<b>(I)</b>	
 <b><u>Non-Residential</u></b>			 <b>(C)</b>
Service Charge per month:	\$36.70	<b>(D)</b>	
Usage Charge per 100 gallons	\$0.7500	<b>(I)</b>	

Special Provision for Public Laundromats: metered flow shall be calculated on the basis of 75% of the volume of water usage.

**UNMETERED CHARGES**

This charge is a flat rate fee for customers not metered for water consumption.

<b><u>Residential</u></b>		
Flat Rate per Month, per EDU:	\$75.00	<b>(I)</b>
 <b><u>Non-Residential</u></b>		
Flat Rate per Month, per EDU:	\$113.00	<b>(I)</b>

Special Provision for Aqua Pennsylvania Wastewater customers in Limerick Township: the metered and unmetered rates above apply for “each user” in Limerick Township.

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

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**SCHEDULE OF RATES**

**RATE ZONE 1b – METERED**

**APPLICABILITY**

The rates as set forth below will apply in the York service territory (former territory served by the York City Sewer Authority) served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.

**AVAILABILITY**

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

**METERED CHARGES (Based on Water Usage or Sewage Flows, determined at PAWC’s discretion, except as described below for industrial wastes.)**

	<b><u>Effective</u></b> <b><u>5/27/2022</u></b>	<b><u>Effective</u></b> <b><u>5/27/2025</u></b>	
<b>A. <u>Residential</u></b>			
Minimum Charge per month	\$18.00	\$15.00	<b>(D)</b>
Usage Charge per 100 gallons      0-2,000 gallons per month	\$0.00	\$0.7500	<b>(I)</b>
Usage Charge per 100 gallons      All over 2,000 gallons/month	\$0.9370	\$2.9539	<b>(I)</b>
<b>B. <u>Commercial/Municipal</u></b>			
Minimum Charge per month	\$18.00	\$36.70	<b>(I)</b>
Usage Charge per 100 gallons      0-2,000 gallons per month	\$0.00	\$0.4000	<b>(I)</b>
Usage Charge per 100 gallons      All over 2,000 gallons/month	\$0.9370	\$2.1986	<b>(I)</b>
<b>C. <u>Industrial</u></b>			
Usage Charge per 100 gallons	\$0.9370	\$2.1986	<b>(I)</b>

Whenever a customer with metered water usage who discharges industrial waste to the sewer system also discharges uncontaminated water to either a separate storm sewer or other outlet, an allowance for the amount of water so discharged shall be made in computing the sewer charges; provided that the customer so discharging uncontaminated water shall at their own expense install a meter or meters, as required, to indicate accurately to the satisfaction of the Company the amount of water claimed as a credit.

**D. Special Rate Charges **(C)****

The following bulk wastewater customers in Rate Zone 1b are subject to the rates set forth in their respective contracts with the Company:

- Manchester Borough**
- North York Borough**
- Spring Garden Township**
- Springettsbury Township**
- West Manchester Township**
- West York Borough/The York Water Company**
- York Township**

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

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**SCHEDULE OF RATES**

**RATE ZONE 1c – UNMETERED**

(C)

**APPLICABILITY**

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

**AVAILABILITY**

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

**UNMETERED CHARGES**

This charge is a flat fee for customers not metered for water consumption.

**A Flat Rate** per month shall be billed to each unmetered customer as follows:

	<b><u>Effective Through 12/31/2024</u></b>	<b><u>Effective 1/01/2025</u></b>	
<b>Residential:</b>	\$85.00 per EDU	\$110.00 per EDU	(I)(C)
<b>Non-Residential:</b>	\$85.00 per EDU	\$150.00 per EDU	(I)(C)

**Special conveyance-only rate for Butler Township: \$40 per EDU per month** (I)

(I) means Increase and (C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**SCHEDULE OF RATES**

**RATE ZONE 1d – UNMETERED**

**(C)**

**APPLICABILITY**

The rates as set forth below will apply in the service territory formerly served by the Butler Area Sewer Authority served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.

**AVAILABILITY**

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

**UNMETERED CHARGES**

This charge is a flat rate fee for customers previously billed a flat rate by the Butler Area Sewer Authority.

Flat rate per month, per EDU: \$45.50

<u>Special Rate for Multi-Family Dwelling Units</u>	<u>Flat Rate per month, per EDU</u>
For the first 25 Units or any part thereof	\$45.50
For the next 25 Units or any part thereof	\$44.60
For the next 25 Units or any part thereof	\$43.70
For the next 25 Units or any part thereof	\$42.80
For the next 25 Units or any part thereof	\$41.90
For the next 25 Units or any part thereof	\$41.00
For all Units over 150 or any part thereof	\$40.10

<u>Special Rate for VA Hospital</u>	<u>Flat Rate per month, per EDU</u>
	\$0.00

(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**SCHEDULE OF RATES**

**RATE ZONE 1e – UNMETERED**

(C)

**APPLICABILITY**

The rates as set forth below will apply in the Sadsbury Township, Lancaster County service territory (territory formerly served by Sadsbury Township Municipal Authority) served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.

**AVAILABILITY**

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

**UNMETERED CHARGES**

This charge is a flat fee for customers not metered for water consumption.

A Flat Rate per month shall be billed to each unmetered customer as follows:

\$128.33 per EDU

(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**SCHEDULE OF RATES**

**RATE ZONE 1f – UNMETERED**

(C)

**APPLICABILITY**

The rates under this schedule apply in the Farmington service area for service rendered on and after the Effective Date shown at the bottom of this page.

**AVAILABILITY**

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

**UNMETERED CHARGES** - A Flat Rate per EDU, per month shall be billed to each customer.

Flat rate per month, per EDU: \$53.50

(C) means Change

**SCHEDULE OF RATES**

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**(C)**

**(C)** means Change

**SCHEDULE OF RATES**

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**SCHEDULE OF RATES**

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**(C)**

**(C)** means Change

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**SCHEDULE OF RATES**

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**(C)**

**(C)** means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**SCHEDULE OF RATES**

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**(C)**

**(C)** means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**SCHEDULE OF RATES**

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**(C)**

**(C)** means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**SCHEDULE OF RATES**

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**(C)**

(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**SCHEDULE OF RATES**

**[Miscellaneous Fees and Charges moved to subsequent page]** (C)

**RATE ZONE 2 – COMBINED SEWER SYSTEM (“CSS”) METERED AND UNMETERED** (C)

**APPLICABILITY**

The rates as set forth below will be in effect for all former customers of the Municipal Authority of the City of McKeesport and Kane service territory (former territory served by the Borough of Kane Authority).

**AVAILABILITY**

The rates under this schedule are available to customers in the Residential, Commercial, Industrial, Municipal and Bulk classes.

**METERED CHARGES (Based on Water Usage or Sewage Flows, determined at PAWC’s discretion)**

All metered customers shall be subject to a monthly or quarterly service charge.

A. <u>Residential</u>	Service Charge per month:	\$20.00	(I)/(D)
	Usage Charge per 100 gallons:	\$2.6117	(I)/(D)
B. <u>Commercial</u>	Service Charge per month:	\$40.00	(I)/(D)
	Usage Charge per 100 gallons:	\$2.1320	(I)/(D)
C. <u>Industrial</u>	Service Charge per month:	\$40.00	(I)/(D)
	Usage Charge per 100 gallons:	\$2.1320	(I)/(D)
D. <u>Municipal</u>	Service Charge per month:	\$40.00	(I)/(D)
	Usage Charge per 100 gallons:	\$2.1320	(I)/(D)
E. <u>Special Rate Charges</u>	Bulk Customers – Versailles, Elizabeth, Liberty, Glassport, Lincoln, North Versailles, White Oak and East McKeesport		
	Usage Charge per 100 gallons:	\$1.6680	
	Flat Rate Account		
	Per month, based on 6,000 gallons per month:	\$86.00	
	Per quarter, based on 18,000 gallons per quarter:	\$258.00	

Provided sewage flow meters are installed, on or after January 1, 2018, during any billing period in which the gross volume of sewage from the municipality exceeds 350% of the aggregate quantity of water used by the municipality’s water users, the municipality shall pay PAWC’s prevailing rates for handling the excess, in addition to the sewage charges set forth above.

**UNMETERED CHARGES**

This charge is a flat fee of **\$104.00** per month for all customers not metered for water consumption. All flat rates will be billed monthly. (D)

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

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**SCHEDULE OF RATES**

**RATE ZONE 2a – COMBINED SEWER SYSTEM (“CSS”) METERED AND UNMETERED (C)**

**APPLICABILITY**

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

**AVAILABILITY**

The rates under this schedule are available to customers in the Residential, Commercial, Industrial and Municipal classes.

**METERED CHARGES (Based on Water Usage or Sewage Flows, determined at PAWC’s discretion)**

All metered customers shall be subject to a monthly service charge per equivalent dwelling unit (EDU).

**A. Residential**

Service Charge per month: \$20.00 (I)

Usage Charge per 100 gallons: \$2.6117 (I)

Flat Rate \$104.00 (I)

**B. Non-Residential**

Service Charge per month: \$40.00 (I)

Usage Charge per 100 gallons: \$2.1320 (I)

(C)

(I) means Increase and (C) means Change

**SCHEDULE OF RATES**

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**(C)**

**[Miscellaneous Fees and Charges moved to subsequent page]**

**(C)**

**(C) means Change**

**SCHEDULE OF RATES**

**Miscellaneous Fees and Charges**

**(C)**

**The following defines the application of the capacity reservation fee within the Company's service territory:**

- A. Capacity Reservation Fee: A fee per EDU charged by the Company for the allocation of treatment, pumping, and transmission, trunk and interceptor main capacity.
1. Shared Service Lines: Each residential unit will be treated separately for purposes of determining an applicable capacity reservation fee -- whether such residential unit is served by a single service line or shares a common service line with one or more other residential units.
  2. Within the Company's service territory, no capacity reservation fee will be charged for any applicant for wastewater service that meets the criteria of a Bona Fide Service Applicant, as defined in 52 Pa. Code Section 65.1 if "wastewater" were substituted for "water".
  3. Within the Company's service territory or for any future development, a capacity fee of \$4,000 per EDU will be charged, and payable at the time the Planning Module is fully executed by the Company, the relevant municipality, and the Pennsylvania Department of Environmental Protection.
  4. For commercial and industrial customers, the EDUs per customer will be those set forth in the Planning Module that includes such customer, as approved by the Company, the relevant municipality and the Pennsylvania Department of Environmental Protection. If, after a commercial or industrial customer's EDUs are established, in the manner previously described, and the associated capacity reservation fees are paid, changes in the customer's facilities or mode of operation result in an increase in the number of EDUs or an increase in the customer's estimated wastewater flow above the levels set forth in the Planning Module previously used to determine the customer's EDUs, the customer must update the applicable Planning Module and submit it for approval by the Company, the relevant municipality and the Pennsylvania Department of Environmental Protection, and the customer will be required to pay any additional capacity reservation fees that are due based upon the calculation of capacity reservation fees using the EDUs reflected in the revised, approved Planning Module. The Company may at its discretion re-calculate the number of EDUs utilized by analyzing the actual wastewater flow, **or water usage**, over a period of one year. If the EDUs are greater than previously reserved and **(C)** paid for by the Capacity Reservation Fee, the customer will be required to pay any additional capacity reservation fees.
  5. Notwithstanding the foregoing, where is it prudent, reasonable and in the public interest, the Company may, at its option, enter into a negotiated Service Agreement that limits the application of the capacity reservation fee for flow stabilization reasons or to attract and retain bulk customers which have a viable competitive alternative to service by the Company. These Service Agreements with qualifying bulk customers shall become effective thirty (30) days after the Company has filed a copy thereof with the Pennsylvania Public Utility Commission, or if the Commission institutes an investigation, at such time as the Commission grants its approval thereof. For purposes of this provision only, "bulk customer" shall mean a municipal entity under agreement with the Company to provide wastewater flows from their owned collection system into the Company's system for treatment and disposal.

**(C)** means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**SCHEDULE OF RATES**

**Miscellaneous Fees and Charges (cont'd)**

**(C)**

**The following defines the application of the capacity reservation fee for the Company's bulk customers who are members of the Municipal Sewer Group (MSG) in the Company's Coatesville wastewater service territory:**

1. Within the service area of an MSG member, no capacity reservation fee will be charged for an applicant for wastewater service that meets the criteria of a Bona Fide Service Applicant, as defined in 52 Pa. Code Section 65.1 if "wastewater" were substituted for "water" and "bulk customer's service area" were substituted for "the utility's certificated service territory" in the definition of a Bona Fide Applicant.

2. A capacity reservation fee of \$525 per EDU will be used for determining the payments for capacity available prior to the expansion of the Company's wastewater treatment plant under existing agreements between the Company and its bulk customers.

3. A capacity reservation fee of \$4,000 per EDU will be used for determining payments for capacity available after the expansion of the Company's wastewater treatment plant under existing agreements except as follows:

**a.** West Brandywine Township will be charged \$525 per EDU for 188,100 gallons per day of capacity under the Second Addendum dated December 11, 2008, to its sewage treatment agreement with the Company.

4. A capacity reservation fee of \$4,000 per EDU will be used for all new agreements (including amendments to existing agreements) with bulk customers. The capacity reservation fees will be paid at the time Planning Modules are fully executed by the Company, the relevant municipality, and the Pennsylvania Department of Environmental Protection, although a bulk customer will have the option to pay earlier, if it so chooses.

**(C)** means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**SCHEDULE OF RATES**

**Miscellaneous Fees and Charges (cont'd)**

**(C)**

**B. Service Line Inspection Fee**

Charge for the Company's time involved in the inspection of a Service Line tie-in to the Company's wastewater system.

<u>Size of Water Meter</u>	
5/8" and 3/4"	\$50.00
1"	\$50.00
1 1/2"	\$50.00
2"	\$50.00
3"	\$50.00
4"	\$50.00
6"	\$50.00
8"	\$50.00

**C. Service Reconnection and Discontinuance Fee**

A fee will be charged for the shut-off and turn-on of any service. The fee for service performed during regularly scheduled hours shall be \$30.00. For non-regularly-scheduled working hours, the fee is equivalent to the cost incurred by the Company. The Service Reconnection and Discontinuance Fee will apply only once if the customer is both a water and wastewater customer of the Company.

**D. Return Check Fee**

The customer will be responsible for the payment of a \$20.00 charge for each time a check presented to the Company for payment on that customer's utility bill is returned by the payer bank for any reason including, but not limited to, insufficient funds, account closed, payment stopped, two signatures required, post-dated, stale date, account garnished, or unauthorized signature. This fee is in addition to any charge which may be assessed against the Customer by the bank. The Return Check Fee will apply only once if the customer is both a water and wastewater customer of the Company.

(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**SCHEDULE OF RATES**  
**Miscellaneous Fees and Charges (cont'd)**

(C)

E. Wastewater Plant, Residential Septage and Commercial Waste Disposal Fee.

The Fee to be paid by private contractors to the Company to dispose of private residential septage and commercial Wastes at the Company's wastewater treatment plant.

The following rates shall be charged to haulers of residential septic waste who deliver waste:

**All Rate Zones (excluding Exeter Township)**

(C)

<u>%Solids</u>	<u>% Solids</u>	<u>Cost Per Gallon</u>
	< = 0.5%	\$0.0450
	< = 1%	\$0.0450
> 1%	< = 2%	\$0.0450
> 2%	< = 3%	\$0.0450
> 3%	< = 4%	\$0.0550
> 4%	< = 5%	\$0.0600
> 5%	< = 6%	\$0.0650
> 6%	< = 7%	\$0.0710
> 7%	< = 8%	\$0.1000

[language deleted]

(C)

**Rate Zone 1 (Exeter Township)**

Holding Tanks waste delivered and discharged (including sampling and lab work), per gallon	\$0.022
Septage waste delivered and discharged (including sampling end lab work), per gallon	\$0.032
Wash waters - coolant or rinse, per gallon	\$0.020
Leachate delivered and discharged (including sampling and lab work), per gallon	\$0.018
Extra Strength Leachate, per gallon	\$0.022
Industrial Wastewater- per gallon To be determined by characteristics of the waste stream	\$0.022 minimal
Portable Toilets, per gallon	\$0.032

(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**SCHEDULE OF RATES**  
**Miscellaneous Fees and Charges (cont'd)**

(C)

Rate Zone 1 (Exeter Township) – cont'd

Sludge Discharge Fees, per gallon	
0.0% to 2.5%	\$0.045
2.6% to 4.0%	\$0.055
4.1% to 5.0%	\$0.060
5.1% to 6.0%	\$0.065
6.1% to 7.0%	\$0.071
7.1% to 8.0%	\$0.080
8.1% to 9.0%	\$0.092
9.1% to 10.0%	\$0.105
Above 10%	Priced upon request
Grease, per gallon	\$0.11
Car Wash, per gallon	\$0.04
Permit Fee (renewed in December for the following calendar year)	N/A

(D)

1. The Company reserves the right to limit the total amount of residential septage received in a day and /or the total numbers of loads received from a single hauler on a per day basis based on maintaining proper operation of the Company's wastewater treatment plant.
  
2. At the discretion of the Company, the Company reserves the right to accept or reject commercially generated waste based on the amount and constituents in the waste or for other good reason as determined by the Company. The cost, as determined by the Company, for testing and disposal will be a multiple of the residential septage fee based on the type and strength of the waste.

(C) means Change (D) means Decrease

**[Miscellaneous Fees and Charges moved to prior page]** (C)

**THIS PAGE HELD FOR FUTURE USE** (C)

(C) means Change

**[Miscellaneous Fees and Charges moved to prior page]** (C)

**THIS PAGE HELD FOR FUTURE USE** (C)

(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**SCHEDULE OF RATES**

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

**APPLICABILITY**

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

**AVAILABILITY**

This rider is available for a customer in the Residential Class that meets the low-income criteria of **200% (C)** based on the Federal Poverty Level.

**RATE**

Customers under this rate schedule will receive a discount off their total wastewater bill as follows:

Tier 1 (0%-50% of FPL):	<b>85%</b>	<b>(D)</b>
Tier 2 (51%-100% of FPL):	<b>73%</b>	<b>(D)</b>
Tier 3 (101%-150% of FPL):	<b>55%</b>	<b>(D)</b>
<b>Tier 4 (151%-200% of FPL):</b>	<b>37%</b>	<b>(C)/(D)</b>

**(C)** means Change and **(D)** means Decrease

**SCHEDULE OF RATES**

**STATE TAX ADJUSTMENT SURCHARGE**

In addition to the net charges provided for in this Tariff, a surcharge of **0.00%** will apply **(I)** bills rendered on and after the Effective Date shown on the bottom of this page.

The above surcharges will be recomputed; using the elements prescribed by the Commission whenever any of the tax rates used in calculation of the surcharge are changed.

The above recalculations will be submitted to the Commission within 10 days after the occurrence of the event or date which occasioned such recomputations. If the recomputed surcharge is less than the one in effect, the Company will, and if the recomputed surcharge is more than the one 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.

**(I)** means Increase

**SCHEDULE OF RATES**

**DISTRIBUTION SYSTEM IMPROVEMENT CHARGE**

In addition to the net charges provided for in this Tariff, a charge of 0.00% will apply to bills rendered on or after the Effective Date shown on the bottom of this page.

This charge applies to all Rate Zones except Rate Zone 1e – Sadsbury (Lancaster County),  
**and Rate Zone 1f – Farmington.**

(C)

The above charge will be recomputed quarterly using the elements prescribed by the Commission as shown on pages 18.2, 18.3 and 18.4 of this tariff.

(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**SCHEDULE OF RATES**

**DISTRIBUTION SYSTEM IMPROVEMENT CHARGE**

**1. General Description**

**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 wastewater 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.

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

- Collection sewers, collecting mains and service laterals, including sewer taps, curb stops and lateral cleanouts installed as in-kind replacements for customers; Accounts (360, 361 and 363)
- Collection mains and valves for gravity and pressure systems and related facilities such as manholes, grinder pumps, air and vacuum release chambers, cleanouts, main line flow meters, valve vaults and lift stations installed as replacements or upgrades for existing facilities that have worn out, are in deteriorated condition or are required to be upgraded by law, regulation or order; Accounts (360, 361, 364 and 365)
- Collection main extensions installed to implement solutions to wastewater problems that present a significant health and safety concern for customers currently receiving service from the wastewater utility; Accounts (360, 361 and 363)
- Collection main rehabilitation including inflow and infiltration projects; Accounts (360, 361 and 363)
- Unreimbursed costs related to highway relocation projects where a wastewater utility must relocate its facilities; and
- Other related capitalized costs.

**Effective Date:** The DSIC will become effective for bills rendered on or after January 1, 2015.

**2. Computation of the DSIC**

**Calculation:** The initial non-zero DSIC, effective April 1, 2015, shall be calculated to recover the fixed costs of eligible plant additions that have not previously been reflected in the Company's rates or rate base and will have been placed in service between January 1, 2015 through February 28, 2015. 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:

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

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**SCHEDULE OF RATES**

**DISTRIBUTION SYSTEM IMPROVEMENT CHARGE**

**2. Computation of the DSIC (cont'd)**

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

**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.

**Pre-tax return:** The pre-tax return shall be calculated using the statutory state and federal income tax rates, the Company'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 Company'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.

**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 Company's otherwise applicable rates and charges, excluding amounts billed for 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 Company's projected wastewater revenue (including all applicable clauses and riders) for the quarterly period during which the charge will be collected, exclusive of revenues from the STAS.

**Formula:** The formula for calculation of the DSIC surcharge is as follows: (C)

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

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. Code § 168.
- PTRR = Pre-tax return rate applicable to DSIC-eligible property.
- STFT = (State Tax Flow Through) Pre-tax flow through calculated on book-tax timing differences between 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.
- PQR = Projected quarterly revenues for wastewater service will be based on the applicable three-month period, (including all applicable clauses and riders) from existing customers plus netted revenue from any customers which will be gained or lost by the beginning of the applicable service period.

**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, Commission's 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 update.

(C) means Change

**SCHEDULE OF RATES**

**DISTRIBUTION SYSTEM IMPROVEMENT CHARGE**

**3. Customer Safeguards**

**Cap:** The DSIC is capped at 5% of the amount billed to customers for distribution service (including all applicable clauses and riders) as determined on an annualized basis.

**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 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 the 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.

**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 Company's rates or rate base will be reflected in the quarterly updates of the DSIC.

**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.

**All customer classes:** The DSIC shall be applied equally to all customer classes.

**Earning Reports:** The DSIC will also be reset at zero if, in any quarter, data filed with the Commission in the Company's then most recent Annual or Quarterly Earnings reports show that the Company will 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 cost.

**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 over collection to customers and is entitled to recover any under collections as set forth in Section 3 – Audit Reconciliation. 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.

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**SCHEDULE OF RATES**

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**(C)**

(C) means Change

**RULES AND REGULATIONS**

**Section A – DEFINITIONS**

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

1. **Act. The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended,** (C)  
**33 U.S.C. section 1251 et seq.**
2. **Allowable Headworks Loading or AHL. The estimated maximum loading of a pollutant that can be** (C)  
**received at the headworks of a treatment plant and not cause the treatment plant to violate a particular**  
**treatment plant or environmental criterion. AHLs are developed to prevent pass through and interference.**
3. **Applicant:** A person, association, partnership, corporation, municipality, authority, state or federal  
governmental agency or other entity who applies to become a customer of the Company in accordance with  
Section C, of this tariff.
4. **Authorized Representative of the User.** (C)
  - (1) **If the user is a corporation:**
    - (a) **The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal**  
**business function, or any other person who performs similar policy or decision-making**  
**functions for the corporation; or**
    - (b) **The manager of one or more manufacturing, production, or operating facilities, provided the**  
**manager is authorized to make management decisions that govern the operation of the**  
**regulated facility including having the explicit or implicit duty of making major capital**  
**investment recommendations, and can initiate and direct other comprehensive measures to**  
**assure long-term environmental compliance with environmental laws and regulations; can**  
**ensure that the necessary systems are established or actions taken to gather complete and**  
**accurate information for wastewater discharge permit requirements; and where authority to**  
**sign documents has been assigned or delegated to the manager in accordance with corporate**  
**procedures.**
  - (2) **If the user is a partnership or sole proprietorship: a general partner or proprietor, respectively.**
  - (3) **If the user is a federal, state, or local government facility: a director or highest official appointed**  
**or designated to oversee the operation and performance of the activities of a government facility,**  
**or their designee.**
  - (4) **A duly authorized representative designated by one of the individuals described in paragraphs 1**  
**through 3, above, provided that the authorization is in writing, the authorization specifies the**  
**individual or position responsible for the overall operation of the facility from which the discharge**  
**originates or the individual or position with overall responsibility for environmental matters, and**  
**the written authorization is submitted to the Company.**
5. **Biochemical Oxygen Demand or BOD5:** The quantity of oxygen [language deleted] (C)  
utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at  
twenty (20) degrees Centigrade, **usually expressed as a concentration (e.g., mg/l) and determined in**  
**accordance with EPA test methods referenced in 40 CFR 136.** [language deleted]

(C) means Change

**RULES AND REGULATIONS**

**Section A – DEFINITIONS (cont'd)**

- 6. Best Management Practices or BMPs.** Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in subsection 2.1 of Section T of this tariff. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.
- 7. Bypass.** The intentional diversion of wastewater from any portion of an industrial user's pretreatment facility through which the wastewater normally passes.
- 8. Capacity Reservation Fee:** A fee charged by the Company for the allocation of capacity on a per EDU basis.
- 9. Categorical Industrial User or CIU.** An industrial user who, if it were discharging to a POTW, would be subject to a categorical pretreatment standard or categorical standard.
- 10. Categorical Pretreatment Standard or Categorical Standard.** Any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. § 1317) that apply to a specific category of users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.
- 11. Chemical Oxygen Demand or COD.** A measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water, expressed as a concentration (mg/l) and determined in accordance with EPA test methods referenced in 40 CFR Part 136.
- 12. Combined Sewer System or CSS:** A sewage collection system which conveys both sanitary sewage and storm water flow. (C)
- 13. Commission:** The Pennsylvania Public Utility Commission.
- 14. Company:** Pennsylvania-American Water Company and its duly authorized officers, agents and employees, acting within the scope of their authority and employment.
- 15. Company Service Line:** Company owned wastewater service line from the sewer main of the Company which connects to the Customer Service Line at the edge of the right-of-way or actual property line.
- 16. Composite Sample.** A sample that is collected over time, formed either by continuous sampling or by mixing discrete samples. A sample may be composited either as a time composite sample, composed of discrete sample aliquots collected in one container at constant time intervals providing representative samples irrespective of flow, or as a flow proportional composite sample collected either as a constant sample volume at time intervals proportional to flow or by increasing the volume of each aliquot as flow increases while maintaining a constant time interval between the aliquots. As provided in these rules, grab samples for certain parameters may be composited prior to analysis.

(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section A – DEFINITIONS (cont'd)**

17. **Cooling Water.** Noncontact cooling water or contact cooling water, as follows: (C)  
(a) “Noncontact Cooling Water” means water used for cooling purposes only, which has no direct contact with any raw material, intermediate, or final product and which does not contain a level of contaminants detectably higher than that of the source of the water.  
(b) “Contact Cooling Water” means water used for cooling purposes only, which may become contaminated either through the use of water treatment chemicals used for corrosion inhibitors or biocides, or by direct contact with process materials and/or wastewater.
18. **Customer:** A person or entity who is an owner, occupant or who contracts with the Company for or who takes or receives wastewater collection, treatment and/or disposal service.
19. **Customer Service Line:** Customer owned wastewater service line extending from the end of the Company Service Line or connection to and within the customer’s premise.
20. **Daily Maximum.** The arithmetic average of all effluent samples for a pollutant collected during a calendar day or other 24-hour period as allowed by the Company. (C)
21. **Daily Maximum Limit.** The maximum allowable discharge limit of a pollutant during a calendar day. (C) Where daily maximum limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where daily maximum limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.
22. **DEP.** The Pennsylvania Department of Environmental Protection or any successor agency. (C)
23. **Domestic Sewage:** Liquid or water-carried waste that is generated from sanitary conveniences and from household activities such as bathing, washing, cooking, dishwashing and laundry, but that does not contain industrial waste. [language deleted] (C)
24. **Dwelling Unit:** A structure or dwelling intended to be occupied as a whole by one family.
25. **Environmental Protection Agency or EPA.** The U.S. Environmental Protection Agency or any successor agency. (C)

(C) means Change

**THIS PAGE HELD FOR FUTURE USE (C)**

(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section A – DEFINITIONS (cont'd)**

26. **Equivalent Dwelling Units or EDU:** Except for existing customers acquired by the Company through a purchase or acquisition, the EDU is a measure based upon the estimated average daily wastewater flow for the type of business, as calculated by the PaDEP Regulation at 25 Pa Code: 73.17 divided by the typical estimated average daily wastewater flow from a current single-family unit.

**For existing customers without a predetermined EDU allocation, the EDU is a measure based upon the estimated average daily wastewater flow for the type of business based on water usage, divided by the typical estimated average daily wastewater flow from a current single-family unit.** (C)

For **other** existing customers acquired by the Company through a purchase or acquisition, the number of equivalent dwelling units is available at the following link: [www.amwater.com/paaw](http://www.amwater.com/paaw) (C)

**Any new customers, or existing customers who modify their properties in a manner that impacts the EDU calculation, in areas previously acquired by the Company, will be subject to the EDU definition described above.** [language deleted] (C)

27. **Excess Loading Fee.** The fee applicable to discharges with loadings that exceed a local limit or IWDP limit, as defined in subsection 7.2(b) of Section T and Section U of this tariff.

28. **Existing Source.** Any source of discharge that is not a “New Source.”

(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section A – DEFINITIONS (cont'd)**

29. **Garbage:** Solid waste from domestic and commercial preparation, cooking and dispensing of food, and from handling, storage, and sale of produce. (C)

30. **Garbage Properly Shredded:** [language removed] (C)  
Wastes from the preparation, cooking, and dispensing of food that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in dimension.

31. **Grab Sample. A sample that is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.** (C)

32. **Grinder Pump:** Any mechanical or powered device, owned by the Customer, used to grind, macerate or fluidize garbage so that it can be discharged into the Sanitary Sewer.

[paragraph removed] (C)

33. **Holding Tank Waste. Any sewage from holding tanks.** (C)

34. **Indirect Discharge. The discharge or the introduction of pollutants from any non-domestic source into the treatment works.** (C)

35. **Individual Wastewater Discharge Permit or IWDP. A permit as set forth in subsections 4 and 5 of Section T of this tariff, issued by the Company to a user.** (C)

36. **Industrial Loading Fee. The fee applicable to discharges with loadings above typical domestic sewage loadings up to but not exceeding any applicable local limit or IWDP limit, as defined in subsection 7.2(a) of Section T and Section U of this tariff.** (C)

37. **Industrial Pretreatment Program or IPP. The program established by the Company that includes these rules and applicable local limits for individual service areas.** (C)

38. **Industrial Pretreatment Program (IPP) Coordinator. The person designated by the Company to supervise the implementation of these rules and the operation of its Industrial Pretreatment Program.** (C)

39. **Industrial User. See definition of user, below.** (C)

40. **Industrial Waste. Solid, liquid or gaseous waste discharged by a user, including commercial wastewater, but not domestic sewage.** (C)

[language deleted] (C)  
[language deleted] (C)

(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section A – DEFINITIONS (cont'd)**

41. **Inhibition.** The impact of a pollutant or discharge that inhibits or disrupts the treatment plant or its performance, its treatment processes or operations, or its sludge processes, use or disposal. Sometimes considered a category of interference, inhibition may also be specifically defined as any pollutant which might impair, effectively reduce, or terminate the biological process and/or biological operation of the treatment (wastewater treatment or sludge stabilization), on either a chronic or acute basis. (C)
42. **Instantaneous Limit.** The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event. (C)
43. **Interference.** A discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the treatment works, its treatment processes or operations, or its sludge processes, use or disposal; and therefore, is a cause of a violation of the Company's NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent State or local regulations: section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act or RCRA; any State regulations contained in any State sludge management plan prepared pursuant to subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act. Also refer to Inhibition and Toxicity definitions, which may be causes of interference. (C)
44. **Line extension (for line extension purposes):** An addition to the Company's main line which is necessary to serve the premises of a Customer. Refer to Section H of this tariff. (C)
45. **Local Limit.** Specific pollutant discharge limits developed and enforced by the Company upon users to implement the general and specific discharge prohibitions identified herein. Applicable Local Limits are specified in an IPP submitted to DEP and published on the Company's website. (C)
46. **Main:** The Company's pipe, excluding service connections, located in a public highway, street, alley or private right-of-way which pipe is used in transporting wastewater.
47. **Maximum Allowable Headworks Loading or MAHL.** The estimated maximum loading of a pollutant that can be received at the headworks of a treatment plant without causing pass through or interference. The most protective (lowest) of the AHLs estimated for a pollutant. (C)
48. **Maximum Allowable Industrial Loading or MAIL.** The estimated maximum loading of a pollutant that can be received at the headworks of a treatment plant from all permitted industrial users and other controlled sources without causing pass through or interference. The MAIL is usually calculated by applying a safety factor to the MAHL and discounting for uncontrolled sources, hauled waste and growth allowance. (C)
49. **Medical Waste.** Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes. (C)

(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section A – DEFINITIONS (cont'd)**

50. **Meter:** Any device supplied by the Company or other for the purpose of measuring water consumption or wastewater discharge.
51. **Monthly Average.** The sum of all “daily discharges” measured during a calendar month divided by (C) the number of “daily discharges” measured during that month.
52. **Monthly Average Limit.** The highest allowable average of “daily discharges” over a calendar (C) month, calculated as the sum of all “daily discharges” measured during a calendar month divided by the number of “daily discharges” measured during that month.
53. **National Pollutant Discharge Elimination System or NPDES.** A system of discharge permits issued (C) pursuant to Section 402 of the Act (33 USC § 1342).
54. **New Source.** (C)
- (1) Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under section 307(c) of the Act that will be applicable to such source if such standards are thereafter promulgated in accordance with that section and if such source were to discharge to a POTW, provided that:
- The building, structure, facility, or installation is constructed at a site at which no other source is located; or
  - The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
  - The production or wastewater-generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.
- (2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of new source section (1)(b) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.
- (3) Construction of a new source as defined under this paragraph has commenced if the owner or operator has:
- Begun, or caused to begin, as part of a continuous onsite construction program
    - any placement, assembly, or installation of facilities or equipment; or
    - significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
  - Entered into a binding contractual obligation for the purchase of facilities or equipment which is intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section A – DEFINITIONS (cont'd)**

55. **Nonresidential Service:** Wastewater service supplied to a commercial or industrial building, including a hotel or motel, or to a master-metered trailer park or multi-tenant apartment building, or to any customer who purchases wastewater service from the Company for the purpose of resale.
56. **Non-Significant Categorical Industrial User or NSCIU.** A categorical industrial user that meets the following conditions as determined by the Company: 1) never discharges more than 100 gpd of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the pretreatment standard), 2) has consistently complied with all applicable pretreatment standards and requirements, 3) never discharges any untreated concentrated wastewater, and 4) annually submits the certification statement in subsection 6.13 of Section T of this tariff stating that the facility met the definition of an NSCIU together with any additional information necessary to support the certification statement. (C)
57. **Operator.** Any person having charge, care, management or control of a tank truck(s) or treatment system(s) used in the removal, transportation, disposal, or treatment of sewage or industrial wastes. (C)
58. **Owner.** Any person vested with ownership, legal or equitable, sole or partial, of an improved property. (C)
59. **Pass Through.** A discharge which exits the treatment works into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the Company's NPDES permit, including an increase in the magnitude or duration of a violation. (C)
60. **Person.** Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity, or their legal representatives, agents or assigns. This definition includes all federal, state, and local governmental entities. (C)
61. **pH.** A measure of the acidity or alkalinity of a solution, expressed in standard units and determined in accordance with the EPA test methods referenced in 40 CFR Part 136. (C)
62. **Pollutant.** Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD5, COD, toxicity, or odor). (C)
63. **Pretreatment:** The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the treatment works. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.[language deleted]. (C)
64. **Pretreatment Requirements.** Any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard. (C)

(C) means Change

**RULES AND REGULATIONS**

**Section A – DEFINITIONS (cont'd)**

**65. Pretreatment Standards or Standards.** Pretreatment standards shall mean prohibited discharge standards, categorical pretreatment standards, and local limits.

**66. Process Wastewater:** Any water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct, or waste product.

**67. Prohibited Discharge Standards or Prohibited Discharges.** Absolute prohibitions against the discharge of certain substances; these prohibitions appear in subsection 2.1 of the Section T of this tariff.

**68. Publicly Owned Treatment Works or POTW.** A treatment works as defined by EPA in 40 CFR §403.3(q).

**69. Public Utility:** Persons or corporations owning or operating equipment or facilities in this Commonwealth for water, electric or wastewater collection, treatment, or disposal for the public for compensation.

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

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

**72. Residential Service:** Wastewater service supplied to an individual single-family residential dwelling unit.

**73. Sanitary Sewer System or SSS:** A sewer **system** which primarily carries sanitary wastewater, (C) together with such storm, surface and ground water as may be present.

**74. Septic Tank Waste.** Partially-treated liquid and solid material pumped from a septic tank, cesspool, or similar domestic sewage treatment system that maintains a downstream effluent disposal method (e.g., a leach field). Septic tank waste is also known as septage and is to be distinguished from holding tank waste, dilute or otherwise.

(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section A – DEFINITIONS (cont'd)**

- 75. Sewage. See definition of Domestic Sewage above. (C)**
- 76. Significant Industrial User or SIU. (C)**  
Except as provided in paragraphs (3) and (4) of this definition, a significant industrial user is:
- (1) An industrial user that would be subject to categorical pretreatment standards if it were discharging to a POTW; or**
  - (2) An industrial user that:**
    - a. Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the treatment works (excluding sanitary, noncontact cooling water and boiler blowdown wastewater).**
    - b. Contributes a process wastestream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the treatment plant; or**
    - c. Is designated as such by the Company on the basis that it has a reasonable potential for adversely affecting the treatment work's operation or for violating any pretreatment standard or requirement.**
  - (3) The Company may determine that an industrial user that would be subject to categorical pretreatment standards if it were discharging to a POTW is a NSCIU rather than an SIU as provided in paragraph (1) of this definition, provided that the Company finds that the industrial user never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, noncontact cooling and boiler blowdown wastewater, unless specifically included in the pretreatment standard) and the following conditions are met:**
    - a. The industrial user, prior to the Company's finding, has consistently complied with all applicable pretreatment standards and requirements;**
    - b. The industrial user annually submits the certification statement required in subsection 6.13 of Section T of this tariff, together with any additional information necessary to support the certification statement; and**
    - c. The industrial user never discharges any untreated concentrated wastewater.**
  - (4) The Company, on its own initiative or in response to a request from the industrial user, may determine that an industrial user meeting the criteria of paragraph (2) of this definition should not be considered an SIU, provided that the Company finds that the industrial user has no reasonable potential to adversely affect the operation of the treatment works or to violate any pretreatment standard or requirement.**
- 77. Significant Wastewater Modification. Any change to a user's operations or system, or to the quantity or quality of a user's wastewater discharge, that involves any of the following: (C)**
- a. the introduction of new pollutants that were not previously disclosed to and approved by the Company;**
  - b. any increase in the maximum loading (measured in pounds per day) of any previously disclosed Pollutant which would exceed the loading limitations established under subsection 2.5 of Section T of this tariff or set forth in the applicable IWDP;**
  - c. any cumulative increase in the maximum loading (measured in pounds per day) of any previously disclosed pollutant;**
  - d. any change in the loadings of any pollutant or in the physical or chemical characteristics of the wastewater that could cause pass through or interference; or**
  - e. any cumulative and sustained increase in volume of flow in excess of the maximum anticipated flow previously disclosed to and approved by the Company.**

(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section A – DEFINITIONS (cont'd)**

- 78. Slug Load or Slug Discharge.** Any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in subsection 2.1 of Section T of this tariff. A slug discharge is any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through or in any other way violate these rules, local limits or permit conditions. (C)
- 79. Special Discharge Fee.** The fee applicable to discharges with loadings or concentrations that exceed a local limit or IWDP limit and that impact sludge handling or disposal methods and costs, necessitate acquisition of nutrient credits, result in damages to the facility, or require extraordinary measures, as defined in subsection 7.2(c) of Section T of this tariff. (C)
- 80. Specific Pollutant Discharge Limitation.** See definition of Local Limit, above. (C)
- 81. Standard Industrial Classification or SIC.** A classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972. (C)
- 82. Storm Sewer:** A sewer which carries surface, ground water, or storm water from the buildings, ground, streets, or other areas.
- 83. Storm Water or Storm Water Flow:** Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt. (C)  
[paragraph removed] (C)
- 84. 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.  
[paragraph removed] (C)
- 85. Total Suspended Solids or Suspended Solids.** The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and that is removable by laboratory filtering, expressed in terms of concentration (mg/L). (C)
- 86. Toxicity.** The effect of wastewater containing toxic pollutants or pollutants that result in the presence of toxic gases, vapors, or fumes, in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, cause injury or worker health and safety problems, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the treatment plant, or exceed the limitation set forth in a categorical pretreatment standard. Toxic pollutants include any pollutant or combination of pollutants listed as toxic in regulations promulgated by the EPA or DEP under the provisions of the Clean Water Act 307(a) or other Acts. The Company may impose biomonitoring or other toxicity testing to assess an industrial user discharge. (C)

(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section A – DEFINITIONS (cont'd)**

- 87. Treatment Plant.** That portion of the treatment works which is designed to provide treatment of domestic sewage and industrial waste. (C)
- 88. Treatment Works.** All of the facilities and works owned by the Company and used in the collection, storage, treatment, recycling or reclamation of domestic or industrial wastewater and any conveyances which convey wastewater to a treatment plant. (C)
- 89. Unauthorized Use of Service:** Unreasonable interference or diversion of service, including meter tampering (any act which affects the proper registration of service through a meter), by-passing unmetered service that flows through a device connected between a main or service line and customer-owned facilities, unauthorized service restoration, unauthorized stormwater/groundwater connection to Sanitary or Combined Sewer, or the otherwise taking or receiving of wastewater service without the knowledge or approval of the Company.
- 90. User.** Any person that introduces or has the potential to introduce an indirect discharge to the treatment works. (C)
- 91. Wastes:** Any liquid, gaseous, or solid substances or combination thereof which are discarded, leached, or spilled substances or combination thereof including sanitary wastewater **and domestic sewage** but excluding stormwater. (C)
- 92. Wastewater:** Liquid and water-carried wastes from dwellings, commercial facilities, industrial facilities and institutions, together with any groundwater, surface water, and storm water that may be present, whether treated or untreated, in the Company's sewer system. (C)
- 93. Wastewater Treatment Plant.** See definition of Treatment Plant, above. (C)

(C) means Change

**THIS PAGE HELD FOR FUTURE USE**

**(C)**

**(C) means Change**

**RULES AND REGULATIONS**

**Section B – The Wastewater Tariff**

**1. Filing and Availability**

A copy of this Tariff, which is the rates, rules and regulations under which wastewater service will be supplied by the Company to its Applicants and Customers in Pennsylvania, is on file with the Pennsylvania Public Utility Commission, and is available and open for inspection at the offices of the Company.

**2. Revisions**

This Tariff may be revised, amended, supplemented and otherwise changed from time to time in accordance with the Pennsylvania "Public Utility Code," and such changes, when effective, shall have the same force and effect as the present Tariff.

**3. Applications of Tariff**

The Tariff provisions apply to any party or parties applying for or receiving service from the Company, including Unauthorized Use of Service.

**4. Amendment of Commission Regulations**

(C)

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

(C) means Change

**RULES AND REGULATIONS**

**Section C - Applications for Service**

- Service Application Required:** Any Applicant who wishes to receive wastewater service from the Company under this Tariff must contact the Company and complete an application for service. Applications for service may be made by completing a written application, by telephoning the Company, or through application via the Company's website on the Internet. All applications for service must be signed by the owner or owners of the property to which wastewater collection service will be provided; except that where a lessee of property occupies or uses the property under a lease having a fixed term of more than six (6) months, the lessee may request service as an applicant. If the Company is not the provider of water service to the property to which wastewater collection service will be provided, the Company may require the Applicant to be the same person or entity who is the account holder for water service. **Where the water provider of the service location notifies the Company pursuant to a (C) usage data agreement that the customer of the service location has changed, the customer of the service location does not need to complete an application for wastewater service.** The Company may, at its sole discretion, require that a separate contract for service be signed by the Applicant.

Prior to providing utility service, the Company may require the Applicant to provide: (1) information that positively identifies him/her self; (2) the name of any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested; (3) the names of each adult occupant residing at the location, and proof of their identity; or (4) a cash deposit, as may be required in accordance with Section G of this Tariff.

In the case of Residential Applicants, the Company may ask for the combined gross income of all adult occupants at the time the application for service is made; however, the Residential Applicant is not required to provide the information as a condition of receiving wastewater service, unless such applicant is seeking to enroll in the Company's *Help to Others Program*.

Nonresidential service customers which desire to discharge Industrial[deleted] Waste into the Sanitary Sewer or existing industrial[deleted] users which desire to commence operations of a new facility or a new or different process that will affect the characteristics of the wastewater discharging into the Sanitary Sewer, shall notify the Company prior to the commencement of the new or different operations at the facility and provide such other information regarding the proposed discharge as the Company may request, including an application for an Individual Wastewater Discharge Permit when deemed necessary.

- Change in Ownership or Tenancy:** A new application must be made to the Company upon any change in ownership where the owner of the property is the Customer, or upon any change in the identity of a lessee where the lessee of the property is the Customer. The Company shall have the right to discontinue or otherwise interrupt wastewater collection service upon three (3) days notice if a new application has not been made and approved for the new customer.

(C) means Change

**RULES AND REGULATIONS**

**Section C - Applications for Service (cont'd)**

3. **Acceptance of Application and Right to Reject:** An application for service shall be considered accepted by the Company only upon written approval by the Company. All regulatory requirements shall be met before Company can provide approval. The Company may limit the amount or character of service it will supply, or may reject applications for service for the following reasons: requested service is not available under a standard rate; requested service may affect service to other customers; for a non-Residential Applicant's or non-Residential Customer's failure to establish Creditworthiness; for failure to address prior Company debts; for the Applicant's failure to provide identifying documentation of the Applicant and each adult occupant residing at the location; when identifying documentation cannot be verified; for the reasons set forth in Section D, paragraph 5, or for other good and sufficient reasons.
4. **Temporary Service:** In the case of temporary service for less than a 12-month period, the Company may require the Customer to pay all costs of making the service connection and for its removal after the service has been discontinued, or to pay a fixed amount in advance to cover such expenses. If the actual costs differ from the estimate, the Applicant will pay to the Company any excess amount due or the Company will refund to the Applicant any excess amount paid.
5. **Owner or Landlord Responsibility for Service:** If a building is master metered, the Company may, at its discretion, require the building owner or landlord to establish a single account for the building at the master meter in the name of the building owner or landlord even where there are existing meters for individual tenants behind the master meter.
6. **Acquired Customers:** Upon acquisition of a wastewater system where the Company is already the water service provider, the Customer of record for wastewater service shall be the same as the Customer of record for water service.
7. **Meter Installations:** The Company will furnish and install for each Customer who receives water service (C) from a private well, upon the Customer's request, and without charge, a suitable meter and will keep the same in repair, except to the extent Customer is responsible for the meter pursuant to this Rule C.8. All Company meters will be owned by the Company and remain the property of the Company and shall be accessible to the Company and subject to its control. The Customer, however, shall properly protect the meter from damage by frost or other causes and shall be responsible for repairs or replacement of the meter resulting from the negligence or intentional act of the Customer.
8. **Meter Space and Location:** The Customer shall provide a safe, readily-accessible and protected (C) location for the installation of a meter. The location must be acceptable to the Company so that the meter may be easily examined, read, or removed.
9. **Meter Removal:** The Company shall not remove meters except as required by Commission regulation. (C)

(C) means Change

**RULES AND REGULATIONS**

**Section D - Construction and Maintenance of Facilities**

- 1. Customer Service Line:** The Customer service line shall be furnished, installed, maintained and/or replaced, when necessary, by and at the sole expense of the Customer. The Company reserves the right to determine the size, type, quality, depth, and connection location of the customer service lines. Prior to connection to the Company service line, the Customer, at their sole cost, shall have the Customer service line air pressure tested and checked for alignment by a Company approved qualified person under the supervision of a Company representative.
- 2. Separate Trench:** The customer wastewater service line shall not be laid in the same trench with drain or water pipe, the facilities of any other public utility or of any municipality or municipal authority that provides a public utility service.
- 3. Customer's Responsibilities:** 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. All leaks in the Customer service line or any pipe or fixtures in or upon the customer's premises must be repaired immediately by the Customer as determined solely by the Company. The failure of a Customer to properly install and maintain a service line, including replacement, shall constitute grounds for the Company to initiate action to terminate service to the customer and seek recovery for any damage to the Company's facilities caused by an improperly functioning service line. For Customers who also receive water service from the Company, where an undetected, non-surfacing, underground leak is found in a Customer's Water Service Pipe, the Company shall credit the Customer with a one-time bill adjustment for wastewater service equal to forty percent (40%) of that portion of one month's consumption that exceeds the average monthly usage, based on the prior twelve month period, upon proper verification that the Water Service Pipe leak has been repaired. The Company shall require documentation to establish, to the Company's satisfaction, the existence of such repaired leak at the Customer's premises. Such bill adjustment will be provided only to the extent the Customer has not received a bill adjustment for an undetected, non-surfacing, underground leak at the same premises in the past five (5) years.
- 4. Customer Grinder Pump:** In areas of the collection system where the Company has installed a pressure sewage collection system or where required as determined by the Company, the Customer, in conjunction with the construction of their service line, shall install, own, operate, and maintain and replace a grinder pump and holding tank at the Customer's expense as specified by the Company prior to connection and shall maintain such facilities in good order and repair. The pump shall meet specifications as provided by the Company. The failure of a customer to properly install and maintain a grinder pump, including replacement, shall constitute grounds for the Company to initiate action to terminate service to the customer and seek recovery for any damage to the Company's facilities caused by an improperly functioning grinder pump.
- 5. Right to Reject:** The Company may refuse to connect with any customer service line or furnish wastewater collection, treatment and/or disposal through a service already connected if such system or service is not properly installed or maintained.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section D – Construction and Maintenance of Facilities (cont'd)**

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

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

<u>Plumbing Fixture</u>	<u>Maximum Water Use</u>
water closets	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.

7. **Individual Service Lines:** Except as otherwise expressly authorized by the Company, each individual customer shall be served only through a separate service line connected directly to the Company Service Line, and that Customer Service Line shall not cross over the property of or serve any other customer or premise. The maximum service line length shall be two hundred and fifty (250) feet from the point of connections with clean-outs every 50 feet. The Company shall have the right to waive this maximum length requirement at its sole discretion. No additional attachment may be made to any Customer Service Line for any purpose without the express written approval of the Company.

8. **Connection to Company Mains:** No connection shall be made to the Company's main, nor detachment from it, except under the direction and control of the Company. All such connections shall be property of the Company and shall be accessible to it and under its control. The Company will furnish, install and maintain all service lines from the main to the property line or right-of-way.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section E - Discontinuance, Termination and Restoration of Service**

**1. Discontinuance by Customer:** Where a customer requests the Company to discontinue service, the following rules shall apply:

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

**2. Termination by Company:** Wastewater and/or water service to the Customer may be terminated for good cause, including, but not limited to, the following:

- (a) making an application for wastewater service that contains material misrepresentations;
- (b) failure to repair leaks in sewer pipes or fixtures;
- (c) Unauthorized Use of Service, tampering with any Company Service Line, or installing or maintaining any unauthorized connection;
- (d) theft of sewer service, which shall include taking service without having made a proper application for service under Section C;
- (e) failure to pay, when due, any charges accruing under this tariff;
- (f) discharge of any prohibited substance listed in Section R into the wastewater system;
- (g) receipt by the Company of an order or notice from the Department of Environmental Protection, a health agency, local plumbing inspector or other similar authority, to terminate service to the property served on the grounds of violation of any law or ordinance, or upon notice to the Company from any such authority that has ordered an existing violation on the property to be corrected and that such order has not been complied with or
- (h) material violation of any provisions of the tariff;
- (i) failure to permit access to meters, service connection or other property of the Company for the purpose of replacements, maintenance, operation or repair of meter reading device after proper notice;
- (j) failure to properly install and maintain a grinder pump, including its replacement when improperly functioning as solely determined by the Company;

**RULES AND REGULATIONS**

**Section E - Discontinuance, Termination and Restoration of Service (cont'd)**

**2. Termination by Company (cont'd)**

- (k) any unauthorized, un-inspected, or improper connection, as herein defined, found to exist will be required to be disconnected within ten (10) days. The Company may require a plumber's sworn statement or certificate as evidence that the connection has been discontinued;
- (l) Not abiding by the provisions of the Company's **IPP** [language deleted]; **(C)**
- (m) Failure to remove direct connections to the Customer Service Line that allow surface, subsurface, storm water, or roof run off water into the Sanitary Sewer;
- (n) Not complying with any part of this tariff;
- (o) Supplying sewer service to other units, buildings or premises when Capacity Reservation Fees have not been paid for in accordance with tariff;
- (p) For termination of water service by Company in accordance with the Company's water tariff on file with the Commission;
- (q) For Customer's tendering payment for reconnection of service that is subsequently dishonored, revoked, canceled or otherwise not authorized and which has not been cured or otherwise made in full payment within three business days of the Company's notice; or
- (r) After receiving a written termination notice from the Company, for Customer's tendering payment which is subsequently dishonored under 13 Pa. C.S. § 3502, or, in the case of an electronic payment, that is subsequently dishonored, revoked, canceled or otherwise not authorized and which has not been cured or otherwise made in full payment within three business days of the Company's notice.

In order to terminate wastewater service, the Company can at its discretion install a shut off valve on the Company's Service Line to terminate service. The cost for the installation of the shut off valve and all the other charges accruing under this tariff shall be paid to the Company before service is restored.

**3. Turn-on Charge:** Whenever service is discontinued or terminated pursuant to Rule 1 or Rule 2 of this Section, service shall be permitted by the Company only upon the payment by the Customer of a turn-on fee and the curing of the problem that gave rise to the terminations if under Rule 2. Refer to Schedule of Miscellaneous Fees and Charges; section C for Service Reconnection and Discontinuance Fee.

**4. Service Restoration Following Termination of Service:** When wastewater service to any premise has been terminated by Company for any reason, it will be restored only after the conditions, circumstances, or practices which caused the wastewater service to be terminated are corrected and all applicable arrearages, deposits and fees paid.

**(C)** means Change

**RULES AND REGULATIONS**

**Section E - Discontinuance, Termination and Restoration of Service (cont'd)**

**5. Termination of Residential Service for Nonpayment of Bills (C)**

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

- (a) Provide a written notice of termination to the Customer at least 10 days prior to the scheduled shut off and the notice shall be in the form required by the Commission;
- (b) Attempt to make personal contact with the Customer at least three days prior to the shut off date;
- (c) During winter months (December 1 through March 31), if the Company cannot reach the Customer at the time of termination, the Company will leave a 48-hour notice at the residence;
- (d) After complying with paragraphs (B) and (C), the Company will attempt to make personal contact with the Customer or responsible adult at the time service is terminated. Termination of service will not be delayed for failure to make personal contact;
- (e) Upon termination, the Company will make a good faith attempt to provide a post termination notice.

**6. Landlord Ratepayer Termination of Service for Nonpayment of Bills**

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

- (a) Provide a written notice of termination to the Landlord Ratepayer at least 37 days prior to the scheduled shut off;
- (b) Provide written notice of termination to each dwelling unit reasonably likely to be occupied by affected tenant at least 30 days prior to the scheduled shut off;
- (c) Upon termination, the Company will post the termination notice at the dwelling, including common areas when possible.

**7. Protection from Abuse Order**

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

(C) means Change

**RULES AND REGULATIONS**

**Section F - Billing and Collection**

8. **Billing Period:** The Company shall render a bill once every billing period to every Customer in accordance with approved rate schedules. The due date for payment of a bill for Residential and Non-Residential service shall be no less than twenty (20) days from the date of transmittal. If the last day for payment falls on a Saturday, Sunday or bank holiday, or on any day when the offices of the Company are not open to the general public, the due date shall be extended to the next business day. The Company may not impose a late-payment charge unless payment is received more than five (5) days after the stated due date.
9. **Late-Payment Charge:** All amounts not paid when due shall accrue a late-payment charge at the rate not to exceed one and fifty one-hundredths percent (1.50%) per billing period, not to exceed eighteen percent (18%) per year when not paid as prescribed in Rule 1 of this Section.
10. **Change in Billing Address:** Where a customer fails to notify the Company of a change in billing address, the Customer shall remain responsible to remit payment by the billing due date.
11. **Application of Payment:** Utility bills rendered by the Company shall include only the amount due for utility service. Where a customer remittance to the Company includes payment for any non-utility services, proceeds will be applied first to pay all outstanding regulated utility charges.
12. **Return Check Fee:** The customer will be responsible for return check fee as provided in the Schedule of Miscellaneous Fees and Charges section of the tariff, per incident where a check or automatic transfer of funds, which has been presented to the Company or its agent for payment of any bill, is returned by the bank for any reason including, but not limited to, non-sufficient funds, account closed, payment stopped, two signatures required, postdated, stale date, no account, drawn against uncollected funds, and unauthorized signature. This fee is in addition to any and all charges assessed by the bank.
13. **Disputed Bills:** In the event of a dispute between the Customer and the Company with respect to any bill, the Company will promptly make such investigation as may be required by the particular case and report the result to the Customer. The Customer is not obligated to pay the disputed amount during the pendency of the Company's investigation. When the Company has made a report to the Customer sustaining the bill as rendered, the Customer shall have fifteen (15) days from the date of such report in which to pay the bill. If the Company determines that the bill originally rendered is incorrect, the Company will issue a corrected bill with a new due date for payment. Any amount received by the Company in excess of the amount determined to be due by the Company's investigation of the dispute shall be refunded to the Customer.
14. **Residential Customer Payment Arrangement:** (C)  
A **residential** Customer must first contact the Company to request a payment arrangement. The (C)  
Company will take into consideration the size of the unpaid balance, the ability of the Customer to pay, the payment history of the Customer and the length of time over which the bill accumulated. A Customer has the right to decline the Company's payment arrangement. If a Customer breaks a Company payment arrangement, the Commission may establish a payment arrangement.

(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section F - Billing and Collection (cont'd)**

15. **Termination of Free Service Under Certain Contracts and Other Instruments:** Notwithstanding any **(C)** contrary provision contained in any deed, grant, contract, franchise, permit, consent or other instrument (other than an instrument expressly set forth in and constituting a part of this tariff) made, executed or delivered between the Company or any predecessor in interest and a Customer of the Company or any predecessor in interest:
- (A) Every person who takes wastewater service shall pay for all wastewater service taken as provided in the applicable schedule of rates set forth herein and subject to the Rules and Regulations of the Company.
- (B) No credit, off-set or other allowance shall be allowed by the Company against any wastewater bill on account of the making, execution, or delivery of, or pursuant to any provisions of, any such instrument.

**(C)** means Change

**RULES AND REGULATIONS**

**Section G – Credit/Deposits**

**1. Customer's Liability for Charges:**

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

**2. Prior Company Debts:**

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

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

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

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

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

(C) means Change

**RULES AND REGULATIONS**

**Section G – Credit/Deposits (cont'd)**

**3. Residential Customers' Deposits (cont'd):**

- (c) Prior to reconnection of service, deposits may be required from a Residential Applicant or Residential Customer whose service was terminated for any of the following reasons: (a) nonpayment of an undisputed delinquent account; (b) failure to complete payment of a deposit, providing a guarantee or establish credit; (c) failure to permit access to meters, service connections or other property of Company for the purpose of replacement, maintenance, repair or meter reading; (d) Unauthorized Use of Service on or about the affected dwelling; (e) failure to comply with the material terms of a settlement or payment arrangement; (f) fraud or material misrepresentation of identity for the purposes of obtaining utility service; (g) tampering with meters, including, but not limited to, bypassing a meter or removal of an automatic meter reading device or other Company equipment; or (h) violating tariff provisions on file with the Commission so as to endanger the safety of a person or the integrity of the Company's water distribution system.
- (d) **Deposit Amount and Payment Period** - For Residential Applicants or Customers, the cash deposit required shall be in an amount equal to 1/6 of an Applicant's or Customer's estimated annual bill at the time the Company determines the deposit is required. Any Residential Applicant or Customer shall have up to 90 days to pay the deposit in full and may elect to pay the required deposit in three installments: 50% bill upon the determination that the deposit is required; 25% billed 30 days after the determination; and 25% billed 60 days after the determination. The Residential Applicant or Customer may elect to pay the deposit in full before the due date.
- (e) **Deposit Refunds and Interest**—A deposit will be refunded if service is discontinued and the final bill is paid or if the customer has paid the bills for the prior 12-month period without having been late on more than two (2) occasions and is not currently delinquent. Interest on deposits will be accrued until is returned to the Customer or upon termination or discontinuance of the service covered by the deposit. Deposits from residential customers shall bear simple interest at the rate determined by the Secretary of Revenue for interest on the underpayment of tax under section 806 of The Fiscal Code (72 P.S. § 806). The applicable interest rate for each year shall be determined as of January 1 of that year.

**4. Nonresidential Customers' Deposits:**

- (a) The Company may charge deposits to Non-Residential Applicants and Non-Residential Customers if they have bad credit, lack Creditworthiness, or for other reasonable grounds determined by the Company, and as permitted by Federal Bankruptcy Law.
- (b) The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
- (c) **Deposit Refunds and Interest**— A deposit will be refunded if the customer pays all bills on time over a 12-month period or if service is disconnected and the final bill has been paid. There will be no interest paid on deposits for nonresidential accounts.

**5. Landlord Assumption of Responsibility**

- (C)  
**If an Applicant for service, who is a landlord, assumes responsibility for rates and charges related to water or wastewater service provided to tenants and is billed for such service, the landlord must assume responsibility and be billed for both water and wastewater service, if such service is provided or billed by the Company.**

(C) means Change

**RULES AND REGULATIONS**

**Section G – Credit/Deposits (cont'd)**

**6. Denial of Residential Service**

**(C)**

- (a) If the Company denies service **to a residential customer**, the Company will inform the Applicant in writing of the reasons for the denial within 3 business days of the denial. With the Applicant's consent, the Company may provide to the Applicant the information electronically. The written denial statement will include the reason for the denial and information on the Applicant's ability to challenge the denial. If the Company is requiring payment of an unpaid balance, the Company will specify in writing the amount of the unpaid balance, the dates during which the balance accrued and the location and customer name at which the balance accrued. The statement will inform the Applicant of the right to furnish a third-party guarantor in accordance with Commission regulations and the Applicant's right to contact the Commission. **(C)**
- (b) The written denial statement will inform the Applicant that if he or she is, based upon household income, confirmed to be eligible for a customer assistance program a deposit is not required. The Company will inform the Applicant of the procedures and documentation necessary to qualify for an exemption from a security deposit requirement.
- (c) The written denial statement will include information informing victims of domestic violence with a protection from abuse order, or a court order issued by a court of competent jurisdiction in this Commonwealth which provides clear evidence of domestic violence, that there are special protections available. The Company will not shut off your wastewater service during the winter without PUC permission. Depending on your income, a special payment arrangement may be available. Your service may not be terminated on a Friday. You may not be held responsible for a bill in someone else's name. You may not be required to pay a security deposit. If you are required to pay a security deposit, you may be able to pay it over three payments. You will receive additional 48-hour notice prior to termination.

**(C)** means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section H - Line Extensions for Applicants other than Bona Fide Service Applicants**

1. When an extension to serve a Customer is required or requested, such extension will be made under the terms of a "Sewer Main Extension Agreement" or a "Sewer Main Extension Deposit Agreement".
2. Customer shall contribute all facilities required for the Company to directly connect the Customer to the Sanitary Sewer. This includes pumping stations, vaults, manholes, mains or any other apparatuses where applicable. The Company shall have the right to locate the facilities as required to meet the long term system needs of the Customers.
3. Customer shall also pay a capacity reservation fee to the Company for each proposed equivalent dwelling unit.
4. **Size of Main and Other Facilities:** The Company shall have the exclusive right to determine the type and size of mains and the other facilities required to render adequate service. However, where the Company decides to install a pipe larger than necessary to render extension of adequate service to the applicant, estimated or actual cost figures in the Sewer Main Extension Agreement or Sewer Main Extension Deposit Agreement shall include only the material and installation cost for a pipe the size of which is necessary to provide adequate service to the applicant. Any incremental costs of a larger pipe will be the responsibility of the Company. All estimated or actual cost figures referred to in the Sewer Main Extension Agreement or Sewer Main Extension Deposit Agreement shall include a reasonable allowance for overhead costs and taxes as appropriate.
6. **Length of Extension:** In determining the necessary length of an extension, the terminal point of such extension shall be at that point in the property line or right-of-way, which is equidistant from the side property lines of the last lot for which service was requested except where the Company, in its sole opinion, determines that it is necessary to extend beyond the last lot and connect to an existing main to provide adequate and reliable wastewater service. A street service connection will be provided only for customer service lines that extend at right angles from the curb line in a straight line to the premises to be served.
7. **Offsite Development Marketing Contracts:** Where it is prudent, reasonable and in the public interest, the Company may, at its option enter into offsite development marketing contracts which depart from the standard terms of the "Sewer Main Extension Agreement" or "Sewer Main Extension Deposit Agreement". These marketing agreements shall become effective 30 days after the Company has filed a copy thereof with the Pennsylvania Public Utility Commission, or in the event that the Commission institutes an investigation, at such time as the Commission grants its approval thereof.

**RULES AND REGULATIONS**

**Section I- Service Continuity**

1. **Regularity of Service:** The Company may, at any time, shut off service in case of accident or for the purpose of making connections, alterations, repairs or changes, or for other reasons. The Company will, pursuant to Commission regulations at 52 Pa. Code '67.1 and as circumstances permit, notify customers to be affected by service interruptions.

[paragraph deleted] (C)

(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section J– Waivers**

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

**Section K– Amendment of Commission Regulations**

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

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section L. Privilege to Investigate/Right of Access**

The Company's authorized representatives shall have the right of access at all reasonable times to all parts of any premises connected with the system, including meters, service connections and other property owned by it on the premises of the Customer, for the purpose of examining and inspecting connections and fixtures, including the water and/or wastewater metering arrangement, for disconnecting service for any proper cause, or for purposes of replacement, maintenance, operation or repair thereof.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section M – MAIN EXTENSIONS FOR BONA FIDE SERVICE APPLICANTS**

**General Provisions**

(A)(1) The Company will extend existing sewer mains for a Bona Fide Service Applicant making application for sewer service, other than temporary or seasonal service, under, and pursuant to, these Rules and Regulations, to commence immediately upon installation of the Street Service Connection.

(2) When the costs of the main extension exceed the Company Contribution as defined in Subsection (D), then such extension will be made under and pursuant to the terms of an Extension Deposit Agreement for Bona Fide Service Applicant, as hereinafter set forth, and subject to the applicable provisions of these Rules and Regulations. The construction of facilities to serve such Bona Fide Service Applicant will not commence until an Extension Deposit Agreement for Bona Fide Service Applicant has been executed and all applicable terms and conditions therein have been satisfied by the Applicant.

(3) When an extension is requested or required to serve a Bona Fide Service Applicant requiring Special Utility Service, construction of the extension or of any facilities needed to provide such Special Utility Service will not commence until a Special Utility Service Agreement has been executed and all applicable terms and conditions therein have been satisfied by the Applicant including, but not limited to, paying the requisite sum of money for construction of the facilities needed to furnish Special Utility Service, in accordance with the Preliminary Memorandum to such Special Utility Service Agreement.

(B) The Company shall have exclusive right to determine the type and size mains to be installed and the other facilities required to render adequate service. If a Bona Fide Service Applicant desires any facilities other than those facilities determined by the Company to be required to render adequate service, those other facilities will be installed by, owned by, maintained by, and will become the sole responsibility of the Bona Fide Service Applicant.

(C) In determining the length of and necessity for any extension required pursuant hereto, the terminal point of such extension shall, in all cases, be at the point in the curb line which is equidistant from the side property lines of the last lot for which sewer service is requested, except as provided in Paragraph B above wherein it may be necessary to extend beyond the last lot and connect to an existing main to provide adequate and reliable sewer service. A street service connection will be provided only when Customer service lines from the curb to the premises to be served are laid in a straight line at right angles to the curb line.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section M –MAIN EXTENSIONS FOR BONA FIDE SERVICE APPLICANTS (cont'd)**

(D) For the purposes of this rule:

(1) "Bona Fide Service Applicant" shall mean a person or entity applying for General Sewer Service to an existing structure for which a valid occupancy permit has been issued if such structure is within the Company's certificated service territory and is either: (1) a primary residence of the Applicant; or (2) a place of business. An Applicant shall not be deemed a Bona Fide Service Applicant if such Applicant is requesting sewer service to: (1) a building lot or subdivision; or (2) a primary residence if such primary residence was constructed, or the request for sewer service was made, as part of a plan for the development of a residential subdivision; or (3) sewer service for temporary or seasonal services. To become a Bona Fide Service Applicant, a person or entity must file a signed application for a new Street Service Connection to qualifying premises, extend the necessary customer service line to the curb line of premises, and request sewer service to begin immediately following installation of the Street Service Connection. If the Company shall be delayed or prevented from installing the Street Service Connection for a period of one (1) year or more from the date of application, the Bona Fide Service Applicant shall have the right to withdraw the Application for Service.

(2) "Company Contribution" shall mean that portion of the main extension costs which the Company will fund based upon the following formula:

Average Annual Revenue	\$ _____
Minus	
Operation and Maintenance Expenses	\$ _____
Subtotal	\$ _____
Divided by	
Depreciation Rate and Weighted Cost of Debt	_____ %
Company Investment	\$ _____

The Bona Fide Service Applicant will be required to pay one-third of the Customer Contribution prior to the commencement of any work by the Company. The Customer Contribution will be an amount equal to the difference between the Company Contribution and the cost of the main extension and applicable interest charges. After the initial payment any remainder will be amortized over thirty-six (36) equal monthly installments beginning with the Bona Fide Service Applicant's first bill for sewer service. The Company will also provide information to the applicant on financial institutions that may offer financing to the Bona Fide Service Applicant for the line extension.

(a) The Average Annual Revenue for residential customers with a 5/8" water meter shall be calculated based upon the average residential consumption for customers with a 5/8" water meter used to determine rates approved by the Pennsylvania Public Utility Commission in the Company's last approved general rate increase. Consumption for residential customers with larger water meters will be determined by selecting up to twenty (20) existing customers with similar water meter sizes, as available, which have received service for at least twelve (12) months prior to the date of application, and applying the Company's latest approved rates to the annual average consumption of those customers.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section M – MAIN EXTENSIONS FOR BONA FIDE SERVICE APPLICANTS (cont'd)**

(b) The Average Annual Revenue for Commercial, Industrial and Municipal customers shall be calculated by selecting up to twenty (20) existing, similar commercial, industrial or municipal ratepayers, as available, which have received service for at least twelve (12) months prior to the date of application, to determine the average consumption to be used in calculating the Company Contribution.

(c) Operation and Maintenance Expenses shall be the Company's average annual operation and maintenance costs associated with serving an additional customer.

(d) The depreciation rate shall be the Company's depreciation rate for the facilities to be installed as determined in the Company's last approved general rate increase filing.

(e) The weighted cost of debt shall be the Company's long-term debt costs as determined in the Company's last approved general rate increase.

(3) "General Sewer Service" shall mean basic residential sewer service or sewer service for general commercial or municipal purposes but excluding, without limitation, sewer service for seasonal or temporary uses and sewer service solely for sprinkler systems or for any other fire protection use.

(4) "Special Utility Service" shall mean any residential or business service which exceeds that required for ordinary residential purposes. By way of illustration but not limitation, Special Utility Service shall include: the installation of facilities such as oversized mains, lift stations, additional plant capacity or pretreatment facilities required as necessary to adequately treat or convey flows, or service to large sewer producing commercial and industrial applicants. An otherwise Bona fide applicant requesting service which includes a special utility service component is entitled to a Bona fide applicant status, including the corresponding contribution toward the costs of the line extension which do not meet the special utility service criteria.

(5) "Street Service Connection" shall mean a pipe with appurtenances used to conduct sewer from a collection main of the Company to the curb line of the premises.

(E) (1) Street service supplying a premise shall not pass through or across any premises or property other than that to be supplied, except as provided in (E) (2). No sewer pipes or plumbing in any premises shall be extended therefrom to adjacent or other premises. Street service connections will not be permitted to cross intervening properties unless there is no other way in which service can be provided and appropriate easements are obtained. Only service applicant(s) owning property in fee which directly abuts a street wherein there is an existing main of the Company will be permitted to attach to the Company's service line for the purpose of receiving sewer service therefrom, unless appropriate easements are obtained pursuant to Subsection(2) below. It is understood that such property owned in fee by the said service applicant(s) 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 service applicant(s) is subsequently sold, the purchaser of such property will be entitled to receive sewer 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.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section M – MAIN EXTENSIONS FOR BONA FIDE SERVICE APPLICANTS (cont'd)**

(2) A service applicant(s) may obtain a recorded easement or right-of-way that runs with the land, of at least fifteen (15) feet in width connecting the property to be served to the street wherein the Company's main is located. Such easement or right-of-way shall not cross multiple properties. The service applicant(s) shall present the Company with a certified copy of a duly recorded instrument which (a) describes the easement or right-of-way by metes and bounds, (b) gives the easement in perpetuity to the heirs, successors and assigns of said service applicant(s), (c) grants access to the customer or company service line for purposes of repair and replacement, and (d) is recorded in the County Office of the Recorder of Deeds. (C)

(F) Where substantial public need exists and the public health and safety may be compromised by the absence of a public sewer supply in a portion of the Company's authorized service territory, the Company, subject to the Commission's prior approval, may install main extensions and Special Utility Service facilities without the payment of the Customer Contribution that would otherwise be required under subparagraphs (A)(3) and (D)(2), respectively of Section M.

PENNSYLVANIA-AMERICAN WATER COMPANY

Calculation of Company Funded Portion of Main Extensions  
(For Illustrative Purposes Only)

Average Annual Revenue	\$340
minus	
Operation and Maintenance Expenses	\$102
<u>Subtotal</u>	<u>\$238</u>
Divided by	
Depreciation Rate (Mains Only) and	6.08%
Weighted Debt Costs	
<u>Total</u>	<u>\$3.914</u>

(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section N – EXTENSION DEPOSIT AGREEMENT FOR BONA FIDE SERVICE APPLICANT**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Pennsylvania-American Water Company hereinafter called the "COMPANY," and \_\_\_\_\_ hereinafter called the "BONA FIDE SERVICE APPLICANT."

WHEREAS, the BONA FIDE SERVICE APPLICANT desires extension of the sewer mains of the COMPANY, as hereinafter described;

NOW, THEREFORE, this agreement WITNESSETH:

FIRST: THE COMPANY contracts and agrees to lay the sewer main(s) (and other facilities, if any) as shown in red on the diagram hereto attached and made a part hereof described and located as follows:

(LEAVE SPACE FOR DESCRIPTION)

SECOND: It is expressly understood and agreed that if the COMPANY shall be delayed or prevented from installing the sewer main (s) (and other facilities, if any) hereinabove described because of its failure to secure pipe or other construction materials, or for any other causes beyond its control, such failure or delay in performance shall be excused; provided, however, if such failure or delay in performance shall extend for a period of more than one (1) year from the date thereof, the BONA FIDE SERVICE APPLICANT shall have the right to cancel and terminate this agreement on thirty (30) days' written notice to the COMPANY, and thereafter both parties shall be relieved of all duties and obligations arising hereunder. But this right to cancel and terminate by the BONA FIDE SERVICE APPLICANT shall not be invoked if the COMPANY has received the construction material, in which event the COMPANY shall have the obligation to prosecute the work diligently to its completion.

THIRD: The BONA FIDE SERVICE APPLICANT hereby agrees, upon notice from the COMPANY that it is prepared and able to go forward with the work provided in Paragraph FIRST hereof, to pay for the actual costs of extending the facilities as provided in Paragraph FIRST hereof, by depositing an amount in cash equal to (1) the Estimated Cost less (2) the Company Contribution. Items (1) and (2) are to be determined as follows:

(1) The Estimated Cost shall be the estimated cost of the extension, including the estimated cost of said main(s) and the estimated cost of any other facilities which the COMPANY shall have determined are required to render adequate service.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section N – EXTENSION DEPOSIT AGREEMENT FOR BONA FIDE SERVICE APPLICANT (cont'd)**

(2) The Company Contribution shall be a credit as determined by the following formula:

Average Annual Revenue	\$ _____
Minus	
Operation and Maintenance Expenses	\$ _____
Subtotal	\$ _____
Divided by	
Depreciation Rate and Weighted Cost of Debt	_____ %
Total	\$ _____

multiplied by the number of bona fide service applicants who will be directly served by the extension.

The BONA FIDE SERVICE APPLICANT agrees to pay at least one-third of the deposit prior to the commencement of construction of the extension, and the remainder of the deposit plus applicable interest charges in thirty-six (36) equal monthly installments beginning with BONA FIDE SERVICE APPLICANT'S first bill for sewer service. Interest will be charged on the unpaid portion each month, equal to the monthly portion of the embedded cost of long-term debt recognized in the Company's last approved general rate increase.

Upon such written notice, a Preliminary Memorandum in the form attached shall be prepared and signed by both parties showing the deposit required in accordance with foregoing provisions. Upon completion of the installation of the extension, a Final Memorandum in the form attached shall be prepared and signed by both parties showing the deposit required based on the same calculations as set forth above but by using the actual cost of the extension, including the actual installation costs of the mains and other facilities, for the Estimated Cost and calculating the Applicable Credit. If the deposit shown to be due on the Final Memorandum differs from that shown on the Preliminary Memorandum, the APPLICANT will deposit any additional amount shown to be due or the COMPANY will refund to the APPLICANT any excess amount shown to have been deposited. Any additional amount of required deposit must be made by the APPLICANT to the COMPANY before the granting of refunds to the APPLICANT.

FOURTH: The COMPANY hereby agrees to refund to the BONA FIDE SERVICE APPLICANT during the period of ten (10) years from actual date of deposit as shown on the Preliminary Memorandum a Per-Customer Refund Amount for each additional BONA FIDE SERVICE APPLICANT for whom a street service connection shall be directly attached to such main extension, as distinguished from extensions or branches thereof; provided however, that the total amount refunded shall not exceed the amount of the original deposit by the BONA FIDE SERVICE APPLICANT to the COMPANY as of the date of the refund, and further provided that, if there is an unpaid balance owed then the Per-Customer Refund Amount shall first be deducted from the unpaid balance. All or any part of the deposit not refunded within said 10-year period shall become the property of the COMPANY. The Customer Refund Amount shall be the Company contribution divided by the number of customers connected to the initial main extension.

FIFTH: The BONA FIDE SERVICE APPLICANT may request refunds under Paragraph FOURTH, once in each Calendar quarter, furnishing the COMPANY, at such time, a listing of additional bona fide service applicants; however, failure on the part of the BONA FIDE SERVICE APPLICANT to make such request shall not constitute a waiver of any rights hereunder or relieve the COMPANY of the obligation to make refunds with reasonable promptness.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section N – EXTENSION DEPOSIT AGREEMENT FOR BONA FIDE SERVICE APPLICANT (cont'd)**

SIXTH: The ownership of the sewer main(s) and other facilities installed hereunder shall at all times be with the COMPANY, its successors and assigns.

SEVENTH: This agreement shall be valid and binding on the COMPANY only when executed by its duly authorized representative.

EIGHTH: This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

NINTH: Any notice given hereunder shall be deemed sufficient if in writing and sent by registered mail to the COMPANY at

\_\_\_\_\_  
(Address of COMPANY)

and to the BONA FIDE SERVICE APPLICANT at

\_\_\_\_\_  
**(Address of BONA FIDE SERVICE APPLICANT)**

**Issued:**

**Effective:**

TENTH: This agreement is entered into pursuant to the legally established Rules and Regulations of the COMPANY, and the words, phrases, and terms hereof are to be understood and interpreted in conformity with said Rules and Regulations, which are hereby incorporated herein by reference.

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

WITNESS:

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

PENNSYLVANIA-AMERICAN WATER COMPANY

BY: \_\_\_\_\_

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

BONA FIDE SERVICE APPLICANT:

\_\_\_\_\_





**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section O- SPECIAL UTILITY SERVICE**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Pennsylvania-American Water Company hereinafter called the "COMPANY," and \_\_\_\_\_ hereinafter called the "APPLICANT."

WHEREAS, the APPLICANT desires Special Utility Service, as defined in Section M(4) of the Company's tariff and as hereinafter described;

NOW, THEREFORE, this agreement WITNESSETH:

FIRST: THE COMPANY contracts and agrees to construct the facilities needed to furnish Special Utility Service shown in red on the diagram hereto attached and made a part hereof and described and located as follow:

(LEAVE SPACE FOR DESCRIPTION)

SECOND: It is expressly understood and agreed that if the COMPANY shall be delayed or prevented from installing facilities hereinabove described because of its failure to secure construction materials, or for any other causes beyond its control, such failure or delay in performance shall be excused; provided, however, if such failure or delay in performance shall extend for a period of more than one (1) year from the date thereof, the APPLICANT shall have the right to cancel and terminate this agreement on thirty (30) days' written notice to the COMPANY, and thereafter both parties shall be relieved of all duties and obligations arising hereunder. But this right to cancel and terminate by the APPLICANT shall not be invoked if the COMPANY has received the construction material and the APPLICANT has made the deposit as hereinafter required, in which event the COMPANY shall have the obligation to prosecute the work diligently to its Complete on.

THIRD: The APPLICANT hereby agrees to pay to the COMPANY, upon notice from the COMPANY that it is prepared and able to go forward with the work provided in Paragraph First hereof, an amount in cash equal to the Estimated Cost. The Estimated Cost shall be the estimated cost including material, labor and overheads of the facilities hereinabove described for providing Special Utility Service.

Upon such written notice, a Preliminary Memorandum in the form attached shall be prepared and signed by both parties showing the payment required in accordance with foregoing provisions. Upon completion of the Memorandum in the form attached shall be prepared and signed by both parties showing the payment required based on the same calculation as set forth above but by using the actual installation cost of the facilities, for the Estimated Cost. If the payment shown to be due on the Final Memorandum differs from that shown on the Preliminary Memorandum, the APPLICANT shall pay any additional amount shown to be due or the COMPANY will refund to the APPLICANT, without interest, any excess amount shown to have been paid, it being the intent of this agreement that the payment required shall be based on actual installation cost. If the actual installation cost exceeds the payment required as shown on the Preliminary Memorandum, the additional amount of required payment must be made by the APPLICANT to the COMPANY before installation of the facilities, a Final service to the APPLICANT commences.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section O- SPECIAL UTILITY SERVICE (cont'd)**

FOURTH: The ownership of the facilities installed hereunder shall at all times be with the COMPANY, its successors and assigns.

FIFTH: This agreement shall be valid and binding on the COMPANY only when executed by its duly authorized representative.

SIXTH: This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

SEVENTH: Any notice given hereunder shall be deemed sufficient if in writing and sent by registered mail to the COMPANY at

\_\_\_\_\_  
(Address of Company)  
and to the Applicant at \_\_\_\_\_  
(Address of APPLICANT)

EIGHTH: This agreement is entered into pursuant to the legally established Rules and Regulations of the COMPANY, and the words, phrases, and terms thereof are to be understood and interpreted in conformity with said Rules and Regulations, which are hereby incorporated herein by reference.

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

PENNSYLVANIA-AMERICAN WATER COMPANY

WITNESS:

\_\_\_\_\_

BY: \_\_\_\_\_

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

WITNESS:

\_\_\_\_\_

APPLICANT: \_\_\_\_\_

\_\_\_\_\_

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section O- SPECIAL UTILITY SERVICE (cont'd)**

**PRELIMINARY MEMORANDUM**

This Preliminary Memorandum is executed by the parties hereto under and pursuant to the provisions of Paragraph THIRD of a certain agreement in writing between the parties entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the installation by the COMPANY of certain facilities therein described. It is, therefore, agreed and stipulated:

(a) Estimated Cost of Facilities        \$ \_\_\_\_\_  
    for Special Utility Service  
    (exclusive of the cost of the  
    main and appurtenances, street  
    service connection and meter)

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

Dated: \_\_\_\_\_  
          Date of Payment

PENNSYLVANIA-AMERICAN WATER COMPANY

WITNESS:

\_\_\_\_\_

BY: \_\_\_\_\_

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

WITNESS:

\_\_\_\_\_

APPLICANT:

\_\_\_\_\_

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section O- SPECIAL UTILITY SERVICE (cont'd)**

**FINAL MEMORANDUM**

This Final Memorandum is executed by the parties hereto under and pursuant to the provisions of Paragraph THIRD of a certain agreement in writing between the parties entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the installation by the COMPANY of certain facilities therein described. It is, therefore, agreed and stipulated:

(a)Actual Cost of Facilities \$\_\_\_\_\_ for Special Utility Service exclusive of the cost of the main and appurtenances, street service connection and meter)

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

Dated: \_\_\_\_\_  
Date of Payment on  
Preliminary Memorandum

WITNESS:

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

PENNSYLVANIA-AMERICAN WATER COMPANY

BY: \_\_\_\_\_

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

APPLICANT:

\_\_\_\_\_

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section P - Grinder Pumps for Paint-Elk Wastewater**

This section applies to those customers from the former Paint-Elk Joint Sewer Authority (PEJSA) whose service addresses are listed on updated Schedule 1.1 of the acquisition closing documents. Original Schedule 1.1 from the Purchase Agreement was included in PAWC's Application filing on 12/6/2013, which was approved by the Public Utility Commission's Order entered on July 24, 2014, at Docket Number A-2013-2395998.

1. Those customers within the Former PEJSA whose addresses do not appear on Schedule 1.1 of the Purchase Agreement own their Customer service line in its entirety, including the grinder pump on their Customer service line should one exist.
2. For those customers within the Former PEJSA whose addresses appear on Schedule 1.1 of the Purchase Agreement, PAWC shall own and maintain the grinder pump units for a period of three years from the date of Closing.
3. PAWC shall be responsible to repair/replace any malfunctioning grinder pumps during this three year period. The decision to repair/replace shall be made in PAWC's sole discretion. Any customer may indicate to PAWC that it does not wish to have this service and such services shall cease upon notification from the customer and the ownership of the grinder pump unit shall revert to the customer.
4. The customer must agree to allow PAWC the necessary access to maintain the grinder pump unit or PAWC's obligation as to that particular customer shall cease without any further obligation from PAWC.
5. Three years from the date of Closing, PAWC's obligation to operate and maintain the grinder pump units shall cease. At that time, PAWC will provide written notification to the addresses listed on Schedule 1.1 that ownership of the grinder pump units has transferred to the customer and all responsibilities related to the grinder pump unit reside with the customer.

**This section applies to residential customers from the former Farmington Township wastewater system, as reflected in the Purchase Agreement included in PAWC's Application filing on 8/28/2023, which was approved by the Public Utility Commission's Order entered on 09/26/2024, at Docket Number A-2023-3042587. (C)**

1. **Upon customer request, Company will replace grinder pumps at residential customer properties that were installed at the time the properties were originally constructed for a period of five years after the Closing Date.**
2. **The residential customer will continue to own and maintain the grinder pumps both before and after replacement by Company.**
3. **At the end of this five-year period, Company's obligations pursuant to this section will cease.**

(C) means Change

**RULES AND REGULATIONS**

**Section Q – Liability of Company (General)**

1. The liability of the Company for any loss or damages due to any negligent act of omission or commission, by the Company, shall be limited to and in no event exceed an amount equivalent to 1/4 the average charge of 4 billing periods to the Customer for the period of service during which such deficiency has occurred. Such average shall be determined by reference to the billed charges to the Customer for the four billing periods immediately prior to the billing period during which the loss or damage occurred.  
(C)
2. 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 regulation and Order 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 judgment with the Commission.
3. Notwithstanding any provision in this tariff to the contrary, 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 breaks or leaks on facilities that are not owned by the Company, such as breaks, leaks, defects or condition in the Customer's own service line, meter vault, pressure reducing valve, back flow prevention device, check valve, pressure relief valve, or any other control valve, internal plumbing or fixture, 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 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 other person or event.

(C) means Change

**RULES AND REGULATIONS**

[paragraphs deleted]

**(C)Section R – Stormwater Connections to Sanitary or Combined Sewer System:**

**(C)**

(a) No person shall install any new connection to discharge stormwater or groundwater drainage to a Sanitary or Combined Sewer, or undertake any modification that increases the flow of stormwater or groundwater being discharged via an existing connection to the Sanitary or Combined Sewer, without applying for and obtaining a Connection Permit from the Company. Consideration and issuance of any Connection Permit is subject to the following:

(1) No new or increased discharge of stormwater or groundwater to the Sanitary or Combined Sewer will be permitted if separate stormwater system facilities or receiving streams exist in reasonable proximity to the proposed connection to the Sanitary or Combined Sewer. The person seeking a Connection Permit must demonstrate to the satisfaction of the Company that the discharge stormwater or groundwater flows to anywhere but to the Sanitary or Combined Sewer is not (i) technically or economically feasible, or (ii) permissible under applicable environmental regulations.

(2) No new or increased discharge of stormwater or groundwater will be allowed unless there is adequate capacity in the Sanitary or Combined Sewer system, and such flows can be managed in compliance with all laws and requirements applicable to the Sanitary or Combined Sewer system. When known or potential hydraulic capacity overloads may exist or may be created as the result of the proposed new or modified connection to the Sanitary or Combined Sewer, the Company reserves the right to require a detailed hydraulic study of the affected portion of the Sanitary or Combined Sewer system. The work and costs associated with such study shall be paid for by the party seeking the Connection Permit.

(3) Any new or modified connection involving the discharge of stormwater or groundwater to the Sanitary or Combined Sewer shall comply with all applicable state regulations and municipal ordinances.

(4) In the case of new or modified connections from a property that is presently contributing stormwater or groundwater drainage to a Sanitary or Combined Sewer, the peak rate of discharge must be controlled. The peak rate of discharge to the Sanitary or Combined Sewer after development or improvement shall be no greater than 75% of the peak rate of discharge to the Sanitary or Combined Sewer prior to development or improvement under storm conditions up to a 100-year rainfall event. Stormwater peak discharge and runoff shall be determined through the use of: (A) the USDA NRCS Soil Cover Complex Method as set forth in Urban Hydrology for Small Watersheds, Technical Release No. 55 (USDA, 1986), with specific attention given to antecedent moisture conditions, flood routing, time of concentration, and peak discharge specifications included therein and in Hydrology National Handbook, Section 4 (USDA, 1985); (B) the USDA NRCS Technical Release No. 20; or (C) other procedures as approved by the Company. Refer to Pennsylvania Stormwater Best Management Practices Manual (363-0300-002) dated December 30, 2006.

(5) Except where specifically approved by the Company, all new sanitary sewer laterals and mains shall be separate from stormwater laterals and mains.

(b) If a connection to the Sanitary or Combined Sewer is permitted as provided in 5(a), (1) any facilities using the connection to the Sanitary or Combined Sewer shall utilize inlet structures equipped with devices to prevent solids and floatable debris from entering the Sanitary or Combined Sewer of a design approved by the Company; and (2) the connection shall be made to an existing or new manhole or other Company approved structure that complies with design standards prescribed by the Company.

(c) No downspout gutter shall be connected to the Sanitary or Combined Sewer

(C) means Change

**RULES AND REGULATIONS**

**Section S – TAXES ON DEPOSITS FOR CONSTRUCTION, CUSTOMER ADVANCES  
AND CONTRIBUTIONS IN AID OF CONSTRUCTION**

The Company will pay income taxes on any deposit, advance, contribution or other like amounts received from an applicant which shall constitute taxable income to the Company as defined by the Internal Revenue Service. Such income taxes shall be segregated in a deferred account for inclusion in rate base in a future rate case proceeding. Such income tax associated with a deposit, advance or contribution will not be charged to the specific depositor / contributor of the capital.

[paragraphs deleted] (C)

(C) means Change

**RULES AND REGULATIONS**

**Section T- Wastewater Control and Industrial Pretreatment Regulations (C)**

**1. GENERAL PROVISIONS (C)**

**1.1 Purpose and Policy**

- (a) These rules set forth uniform requirements applicable to users of the wastewater collection, treatment, and disposal services provided by the Company and the nature of wastes acceptable for discharge into the Company's treatment works, either directly or indirectly. In developing these rules, the Company was guided by the "EPA Model Pretreatment Ordinance" (January 2007) published by the U.S. Environmental Protection Agency ("EPA") for use by municipalities operating Publicly Owned Treatment Works ("POTWs") as well as EPA regulations designed to control pollutants discharged to POTWs at 40 CFR Part 403 (General Pretreatment Regulations for Existing and New Sources of Pollution). These rules shall apply throughout the Company's service territory.
- (b) The objectives of these rules are:
- (i) To prohibit the introduction of pollutants into the Company's treatment works that will interfere with its operation or impact the quality or classification of the resulting sludge;
  - (ii) To prohibit the introduction of pollutants into the Company's treatment works that will pass through the treatment works, inadequately treated, into receiving waters, or otherwise be incompatible with the treatment works;
  - (iii) To protect both the Company's personnel who may be affected by wastewater and sludge in the course of their employment and the general public;
  - (iv) To promote reuse and recycling of industrial wastewater and sludge from the Company's treatment works;
  - (v) To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the Company's treatment works;
  - (vi) To enable the Company to comply with its National Pollutant Discharge Elimination System permit conditions, sludge use and disposal requirements, and any other federal or state laws to which the Company's treatment works is subject;
  - (vii) To require the pretreatment of wastewater discharged into the Company's treatment works as appropriate and consistent with standards for pretreatment of wastewater that have been promulgated by the EPA or otherwise imposed by the DEP; and
  - (viii) To otherwise provide the conditions of wastewater collection, treatment, and disposal service by the Company.

[paragraphs deleted] (C)

(C) means Change

**RULES AND REGULATIONS**

**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd) (C)**

- (c) These rules shall apply to all users of the Company's treatment works. These rules authorize the issuance of wastewater discharge permits; provide for monitoring, compliance, and enforcement activities; establish administrative review procedures; require user reporting; and provide for the setting of fees for the equitable distribution of costs resulting from the program established herein.

**1.2 Administration**

Except as otherwise provided herein, the Company shall administer, implement, and enforce these rules. Any powers granted to or duties imposed upon the Company may be delegated by the Company to the Company's IPP Coordinator or other duly authorized Company employee.

(C) means Change

**RULES AND REGULATIONS**

**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd) (C)**

**1.3 Abbreviations**

**(C)**

The following abbreviations, when used in these rules, or in the implementation of these rules, shall have the designated meanings:

BOD5 – Biochemical Oxygen Demand (5-day)

BMP – Best Management Practice

C - Celsius

CERCLA - Comprehensive Environmental Response, Compensation and Liability Act

CFR - Code of Federal Regulations

CIU – Categorical Industrial User

COD – Chemical Oxygen Demand

DEP – Pennsylvania Department of Environmental Protection

EPA – U.S. Environmental Protection Agency

F - Fahrenheit

FOG - Fats, Oils and Grease

gpd – gallons per day

IU – Industrial User

IPP – Industrial Pretreatment Program

IWDP – Individual Wastewater Discharge Permit

mg/l – milligrams per liter

MGD - Million Gallons per Day

NH3-N - Ammonia Nitrogen

NPDES – National Pollutant Discharge Elimination System

NSCIU – Non-Significant Categorical Industrial User

POTW - Publicly Owned Treatment Works

RCRA – Resource Conservation and Recovery Act

SIU – Significant Industrial User

TDS - Total Dissolved Solids

TKN - Total Kjeldahl Nitrogen

TN - Total Nitrogen

TP - Total Phosphorus

TSS – Total Suspended Solids

U.S.C. – United States Code

[paragraphs deleted] **(C)**

**(C) means Change**

**RULES AND REGULATIONS**

**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)**

**2. GENERAL SEWER USE REQUIREMENTS**

**2.1 Prohibited Discharge Standards**

- (a) General Prohibitions. No user shall introduce or cause to be introduced into the treatment works any pollutant or wastewater which causes pass through or interference or damages the treatment works. These general prohibitions apply to all users of the treatment works whether or not they are subject to categorical pretreatment standards or any other national, state, or local pretreatment standard or requirement.
- (b) Specific Prohibitions. No user shall introduce or cause to be introduced into the treatment works the following pollutants, substances, or wastewater:
- (i) Liquids, solids or gases that by reason of their nature or amount are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any way to persons, the treatment works or the operation of the treatment works, including, but not limited to, any discharge with a closed-cup flashpoint of less than 140° F (60°C) using the test methods specified in 40 CFR §261.21. At no time shall any wastewater cause two successive readings on an explosion hazard meter, at the point of discharge into the system (or at any point in the system), to be more than five percent (5%) nor any single reading to be over ten percent (10%) of the Lower Explosive Limit (LEL) of the meter.
  - (ii) Wastewater having a pH less than 6.0 or higher than 9.0 as measured by a grab sample, unless otherwise specified by the Company in an IWDP, or wastewater having other corrosive properties capable of causing damage or hazard to structures, equipment, or personnel of the treatment works.
  - (iii) Solid or viscous substances which may cause obstruction to the flow in the sewer system or other interference with the operation of the treatment works such as, but not limited to, grease, **except at (C) discharge points designated by the Company in accordance with subsection 2.10 of Section T of this tariff**, garbage (not properly shredded), animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent limestone or marble dust, bentonite, lye, building materials, rubber, leather, porcelain, china, metal glass, straw, shavings, grass clippings, rages, spent grains, spent hops, waste paper, wood, plastics, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud, or glass grinding or polishing wastes or any material which can be disposed of as trash.
  - (iv) Pollutants, including oxygen-demanding pollutants (BOD<sub>5</sub>, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the treatment works.

(C) means Change

**RULES AND REGULATIONS**

**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd) (C)**

- (v) Wastewater with a temperature at the introduction into the treatment works which exceeds 120 degrees F (49 degrees C), or less than 32°F, or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104 degrees F (40 degrees C).
- (vi) Petroleum oil, motor oils or lubricants removed from vehicles or machinery, non- biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through.
- (vii) Pollutants in sufficient quantity which, either alone or by interaction with other pollutants, would result in the presence of toxic gases, vapors or fumes, cause worker injury or disruption of any wastewater treatment process, including the disposal of sludge, or be in non-compliance with any categorical or pretreatment standards established in accord with 40 CFR §403.6.
- (viii) Trucked or hauled pollutants, except at discharge points designated by the Company in accordance with subsection 2.10 of Section T of this tariff.
- (ix) Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewer system for maintenance or repair.
- (x) Wastewater which imparts color which cannot be removed by the treatment process, and which consequently imparts color to the treatment plant's effluent.
- (xi) Wastewater containing any radioactive wastes or isotopes with half-lives or concentrations that exceed (A) measured background or naturally-occurring levels or (B) limits established by the Company.

[paragraphs deleted] (C)

(C) means Change

**RULES AND REGULATIONS**

**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd) (C)**

- (xii) Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, noncontact cooling water, and unpolluted wastewater, unless specifically authorized by the Company.
- (xiii) Sludges, screenings, or other residues from the pretreatment of industrial wastes
- (xiv) Medical wastes, except as specifically authorized by the Company in an IWDP.
- (xv) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail toxicity test or otherwise create a toxic effect in receiving waters.
- (xvi) Detergents, surface-active agents, or other substances that might cause excessive foaming in the treatment works.
- (xvii) Discharge which is or contains hazardous waste or, if otherwise disposed of, would be considered hazardous waste.
- (xviii) Any substance which may cause the treatment plant's effluent or any other product of the treatment plant, such as residues, sludge or scum, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the treatment works cause the Company to be in non-compliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Act, nor any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or state criteria applicable to the sludge management methods being used by the Company.
- (xix) Any pollutant, including oxygen demanding pollutants and suspended solids, released at a flow rate and/or pollutant concentration which a user knows or has reason to know will cause interference or pass through to the treatment works. In no case shall a slug load have a flow rate or contain a concentration or quantity of a pollutant that exceeds for any time period longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour permitted concentration, quantity, or flow during normal operation
- (xx) Any wastewater which because of its chemical nature or composition causes the sewer atmosphere to contain airborne chemical concentrations in excess of concentrations established by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) under 29 CFR Part 1910, regardless of duration of exposure experienced by any individual, unless written authorization is granted by the Company.

[paragraphs deleted] (C)

(C) means Change

**RULES AND REGULATIONS**

**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd) (C)**

- (xxi) Substances which will cause pass through or interference or otherwise cause the Company to violate its NPDES permit or air quality or receiving water quality standards, or that are prohibited by any permit issued by the Company, the Commonwealth of Pennsylvania or EPA.
- (xxii) Wastes which are not amenable to biological treatment or reduction in existing treatment facilities, including but not limited to nonbiodegradable complex carbon compounds.
- (xxiii) Wastewater containing any organic compounds of endrin, lindane, methoxychlor, toxaphene, dichlorophenoxyacetic acid, trichlorophenoxypropionic acid or other herbicides, pesticides or rodenticides.
- (xxiv) Wastewater containing any of the pollutants listed on EPA's "Priority Pollutant List" (40 CFR Part 423, Appendix A), without authorization from the Company in an IWDP.

- (c) Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the treatment works.

**2.2 National Categorical Pretreatment Standards**

- (a) The National Categorical Standards found at 40 CFR Chapter I, Subchapter N, Parts 405-471 are hereby incorporated by reference. Any industrial user that would be a categorical industrial user under the provisions of one or more categorical standards if it were discharging to a POTW is a significant industrial user under these rules and is required to obtain an individual wastewater discharge permit as described in subsection 4 of this Section T, unless otherwise determined by the Company pursuant to these rules. The IWDP will reflect the effluent limitations and standards of the pertinent categorical standard(s). Although the Company is not subject to EPA's pretreatment regulations, the Company will use pertinent standards and requirements contained in 40 CFR, Chapter I, Subchapter N, Part 403 as guidance in administering and applying the categorical standards. Any categorical standard or local limit, if more stringent than the limitations imposed under an IWDP, shall immediately supersede the limitations imposed under the IWDP.
- (b) Where a categorical standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the Company may impose equivalent concentration or mass limits in the manner described in 40 CFR §403.6(c).

[paragraphs deleted] (C)

(C) means Change

**RULES AND REGULATIONS**

**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)**

**(C)**

- (i) When the limits in a categorical standard are expressed only in terms of mass of pollutant per unit of production, the Company may convert the limits to equivalent limitations expressed either as mass of pollutant discharged per day or effluent concentrations for purposes of calculating effluent limitations applicable to individual industrial users.
- (c) When wastewater subject to a categorical standard is mixed with wastewater not regulated by the same standard, the Company shall impose an alternate limit using the combined waste stream formula in 40 CFR §403.6(e).
- (d) Once included in its IWDP, an industrial user must comply with the equivalent limitations developed in this subsection 2.2 of this Section T in lieu of the categorical standard from which the equivalent limitations were derived.
- (e) Where a categorical standard specifies one limit for calculating maximum daily discharge limitations and a second limit for calculating maximum monthly average (or 4-day average) limitations, the same production flow figure shall be used in calculating both the average and the maximum equivalent limitation.
- (f) Any industrial user operating under an IWDP incorporating equivalent mass or concentration limits calculated from a production-based standard, as provided in paragraph (c) of this subsection 2.2, shall notify the Company within two (2) business days after the user has a reasonable basis to know that the production level will significantly change within the next calendar month. Any user not notifying the Company of such anticipated change will be required to meet the mass or concentration limits in its IWDP that was based on the original estimate of the long term average production rate.

**2.3 Modification of National Categorical Pretreatment Standards**

The Company may modify specific limits in a categorical pretreatment standard where appropriate for purposes of these rules or an IWDP. Although not subject to EPA's pretreatment regulations, the Company will utilize the standards and requirements contained in 40 CFR, Chapter I, subchapter N, Part 403 generally, and particularly sections 403.7 (removal credits), 403.13 (fundamentally different factors), and 403.15 (net limits), as guidance in considering any such modifications.

**2.4 State and Federal Requirements**

Applicable state or federal requirements and limitations on discharges shall apply in any case where they are more stringent than those in these rules.

**(C) means Change**

**RULES AND REGULATIONS**

[paragraphs deleted] (C)

**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd) (C)**

**2.5 Specific Pollutant Discharge Limitations – Local Limits**

- (a) All industrial users shall be subject to the local limits applicable to their service area as specified in the Company's IPP.
- (b) Local limits are the highest allowable concentrations in a discharge, unless otherwise specified in an IWDP.
- (c) Local limits apply at the point where wastewater is discharged to the treatment works or at the point designated by the Company.
- (d) The Company reserves the right to allocate among users the total loading applicable to a particular pollutant by establishing maximum daily industrial concentrations specific to each user, provided that the total maximum allowable daily industrial load for the treatment plant is not exceeded.
- (e) In addition to industrial users, the Company reserves the right to apply local limits to any user's wastewater discharge which is not composed strictly of domestic sewage.
- (f) The Company reserves the right to establish alternate limits in IWDPs in order to protect against pass through or interference or to assure that the Company complies with its National Pollutant Discharge Elimination System permit and federal and state law. The alternate limits, if more stringent than the categorical standards, shall immediately supersede the categorical standards.
- (g) The Company may develop BMPs in IWDPs to implement local limits and the requirements of subsection 2.1 of this Section T.

**2.6 Reservation of Right to Impose More Stringent Requirements**

The Company reserves the right to establish, in IWDPs, more stringent limits or requirements on discharges to the treatment works, if deemed necessary, consistent with the purpose of these rules.

**2.7 Dilution**

No user shall ever increase the use of process water, or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The Company may impose mass limitations on users who are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

**2.8 Compliance with Other Applicable Standards and Requirements**

Compliance with these rules and permits or compliance or cessation directives issued hereunder does not relieve the industrial user from its obligations to comply with any and all applicable local, state, and federal standards and requirements including any such applicable standard or requirement that may become effective during the term of a permit or directive or these rules.

(C) means Change

**RULES AND REGULATIONS**

**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)**

**2.9 Environmental Emergency Response Plans (C)**

Industrial users shall prepare and maintain all environmental emergency response plans required by EPA, DEP or any other federal or state authority, including but not limited to: spill prevention control and countermeasure plans; preparedness, prevention and contingency plans; spill prevention response plans; and facility response plans. Such plans may be prepared in accordance with DEP's Guidelines for the Development and Implementation of Environmental Emergency Response Plans (the "DEP PPC Guidelines"). A copy of any such plan prepared and maintained by an industrial user shall be submitted to the Company.

**2.10 Hauled Wastewater**

- (a) Septic tank waste and holding tank waste may be introduced into the treatment works only at locations designated by the Company, and at such times as are established by the Company. Such waste shall not violate subsection 2 of this Section T or any other requirements established by the Company. The Company may require septic and holding tank waste haulers to enter septic disposal agreements with the Company.
- (b) The Company may require haulers of industrial waste or generators of hauled industrial waste to obtain individual wastewater discharge permits. The Company also may prohibit or refuse the disposal of hauled industrial waste. The discharge of hauled industrial waste is subject to all other requirements of these rules.
- (c) Industrial waste haulers may discharge loads only at locations designated by the Company. No load may be discharged without prior consent of the Company. The Company may collect samples of each hauled load to ensure compliance with applicable standards. The Company may require the industrial waste hauler to provide a waste analysis of any load prior to discharge.
- (d) Industrial waste haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the industrial waste hauler, permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste. The form shall identify the type of industry and all known or suspected waste constituents and confirm that no wastes are RCRA hazardous wastes.

**2.11 Accidental Discharge/Slug Discharge Control Plans**

- (a) All significant industrial users, and any other industrial user identified by the Company, shall prepare an accidental discharge/slug discharge control plan. Such plan shall be submitted to the Company for review and approval as part of any application for issuance or renewal/reissuance of an IWDP or otherwise when requested by the Company. The Company may request modification of an accidental discharge/slug discharge control plan at any time circumstances warrant.

(C) means Change

**RULES AND REGULATIONS**

**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)**

- (b) An accidental discharge/slug discharge control plan shall address, at a minimum, the following:
- (i) Description of discharge practices, including non-routine batch discharges;
  - (ii) Description of stored chemicals;
  - (iii) Procedures for immediately notifying the Company of any accidental or slug discharge, as required by subsection 6.6 of this Section T; and
  - (iv) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures shall include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.
- (c) The Company may include conditions relating to implementation of an accidental discharge/slug discharge control plan when issuing an IWDP or by letter approving a plan submitted independently of an IWDP application.
- (d) An approved environmental emergency response plan prepared in accordance with the DEP PPC Guidelines may substitute for all or a portion of the contents of an accidental discharge/slug discharge control plan to the extent that it satisfies the requirements described herein.

**2.12 Drainage of Water Filtration Systems**

Filter back-wash may be discharged to the treatment works only as follows:

- (a) Sand filter back-wash may be discharged to the treatment works. An IWDP may be required to permit such discharge if the discharge is non-domestic in nature.
- (b) Diatomaceous earth filter back-wash, if discharged to the treatment works, shall be connected to the treatment works through settling tanks with no less than three (3) months storage capacity of spent diatomaceous earth, which tanks shall be readily accessible for removing solid waste for disposal. An IWDP may be required to permit such discharge if the discharge is non-domestic in nature.

**2.13 Grease Traps**

Users shall install, operate and maintain interceptor/collector devices (e.g., traps) to capture and remove fats, oils and grease prior to discharge to the treatment works whenever the Company determines that such devices are necessary for the proper handling of wastewater. All such devices shall be designed and installed so as to accommodate the maximum flow rate expected to occur and to be readily and easily accessible for cleaning and inspection. The user shall be responsible to operated and maintained the devices, including regular cleaning, to ensure that they consistently remove FOG prior to discharge to the treatment works. Alternatively, or in addition, the Company may require users to implement BMPs in order to eliminate FOG at the point of use and thereby reduce the generation of FOG in wastewater. **Upon the request of the Company, the user shall provide to the Company records of cleaning and maintenance of the interceptor/trap. (C)**

**2.14 Removal, Transportation, and Disposal of Sewage and Industrial Wastes**

- (a) Any waste to be discharged from tank trucks or rail car shall be disposed at the location designated by the Company at the treatment plant at the time or times, and at a rate or rates of discharge, fixed by the Company.
- (b) The wastes discharged by the tank trucks or rail car at the treatment plant shall not contain industrial waste, chemicals, or other matter, with or without pretreatment, that does not conform to the requirements of these rules. Conformity with these rules is to be determined by the Company.

(C) means Change

**RULES AND REGULATIONS**

**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)**

**(C)**

**3. PRETREATMENT OF WASTEWATER**

**3.1 Pretreatment Facilities – General**

Users shall provide wastewater treatment as necessary to comply with these rules and shall achieve compliance with all categorical pretreatment standards, local limits, and the prohibitions set out in subsection 2.1 of this Section T within the time limitations specified by EPA, the state, or the Company, whichever is more stringent. Any facilities necessary for compliance, including the design, construction, operation, and maintenance of these facilities, shall be at the user's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the Company for review, and shall be acceptable to the Company before such facilities are constructed or procedures are implemented. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of modifying such facilities or procedures as necessary to produce a discharge acceptable to the Company under the provisions of these rules.

**3.2 Proper Operation and Maintenance**

The user shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the user to achieve compliance with these rules. Proper operation and maintenance includes but is not limited to: effective performance, adequate funding, adequate operator staffing and training, proper disposal of residuals, and adequate laboratory and process control, including appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary procedures only when necessary to achieve compliance with these rules.

The user shall maintain records demonstrating proper operation and maintenance of pretreatment facilities, retain such records for a period of at least five (5) years, and make such records available to the Company upon request.

**3.3 Duty to Halt or Reduce Activity**

Upon reduction of efficiency of operation of treatment facilities, or loss or failure of all or part of the treatment system, the user shall, to the extent necessary to maintain compliance with these rules, control its production or discharges (or both) until operation of the treatment system is restored or an alternative method of treatment is provided. It shall not be a defense for the user that it would have been necessary to halt or reduce an activity in order to maintain compliance with these rules.

[paragraphs deleted] (C)

(C) means Change

**RULES AND REGULATIONS**

**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)**

**3.4 Bypass of Treatment Facilities**

- (a) Bypass of treatment systems is prohibited unless it is unavoidable to prevent loss of life, personal injury, or severe property damage and no feasible alternative exists.
- (b) The user may allow bypass to occur which does not cause the effluent limitations to be exceeded, but only if it is necessary for essential maintenance to assure *efficient* operation.
- (c) Notification of Bypass:
  - (i) Anticipated Bypass. If the user knows in advance of the need for bypass, it shall submit prior written notice, at least ten (10) days before the date of the bypass, to the Company.
  - (ii) Unanticipated Bypass. The user shall immediately notify the Company and submit a written report to the Company within five (5) days. This report shall specify:
    - 1) A description of the bypass, its cause, and its duration;
    - 2) Whether the bypass has been corrected; and
    - 3) The steps being taken or to be taken to reduce, eliminate, and prevent a reoccurrence of the bypass.

**3.5 Damage Liability**

The person producing or introducing waste to the treatment works shall be liable for all damages, increased costs of treatment or maintenance, or other costs incurred by the Company directly attributable to such waste, including the costs of repairs, testing, consulting and all other costs associated with the damage. Any user violating any of the provisions of these rules shall be liable to the Company for all expenses, losses, or damages occasioned by the Company by reason of such violation, whether incidental or consequential.

**3.6 Disposal Sludges**

Sludges, floats, oils, etc., generated by industrial users must be contained and transported in a safe manner as prescribed by the rules of regulatory agencies, including but not limited to the U.S. Department of Transportation, and handled by reputable persons who shall dispose of all such wastes in accordance with all federal, state, and local regulations. The owner of such sludges, floats, oils, etc., shall keep records and receipts needed to demonstrate proper disposal for review by the Company upon request.

**3.7 Additional Pretreatment Measures**

- (a) Grease, oil and sand interceptors or traps shall be provided when, in the opinion of the Company, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand, or to avoid interference. All interceptors or traps shall be of the type and capacity acceptable to the Company, and shall be located as to be readily and easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned and repaired by the user at the user's expense. **Cleaning and maintenance records for the interceptor or traps must be made available to the Company upon request.** (C)
- (b) The use of mechanical garbage grinders producing a finely divided mass, properly flushed with an ample amount of water, shall be permitted upon the condition that no mechanical garbage grinder to serve premises used for commercial purposes shall be installed until permission for such installation shall have been obtained from the Company.
- (c) Users with the potential to discharge combustible or flammable substances may be required to install and maintain an approved combustible gas detection meter.

(C) means Change

**RULES AND REGULATIONS**

**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)**

**(C)**

**4 INDIVIDUAL WASTEWATER DISCHARGE PERMITS**

**4.1 Wastewater Analysis**

When requested by the Company, a user must submit information on the nature and characteristics of its wastewater. Upon receipt of a questionnaire or permit application from the Company, a user shall have forty-five (45) days (unless extended by the Company for good reason) to return the completed questionnaire or application, signed by an authorized representative of the user. The Company may periodically require users to update this information.

**4.2 Permit Requirements**

- (a) No significant industrial user shall discharge wastewater into the treatment works without first obtaining an individual wastewater discharge permit from the Company.
- (b) No person discharging industrial waste to the treatment works shall undertake any significant wastewater modification without first notifying the Company and obtaining a new or amended IWDP from the Company, except as authorized by the Company in accordance with the provisions of these rules.
- (c) The Company may require that other users obtain IWDPs as necessary to carry out the purposes of these rules.
- (d) Any violation of the terms and conditions of an IWDP shall be deemed a violation of these rules and subjects the wastewater discharge permittee to the sanctions set out in subsection 8 through subsection 10 of this Section T. Obtaining an IWDP does not relieve a permittee of its obligation to comply with all federal and state standards or requirements or with any other requirement of federal, state, and local law.
- (e) At the discretion of DEP, a significant industrial user may be required to obtain an individual NPDES permit from DEP to authorize its discharge to the treatment works.

**4.3 Permitting: Existing Connections**

All existing industrial users presently permitted on the date these rules become effective to such user will receive written notice from the Company that the terms and conditions of the permit presently in place will remain in force until the termination date of the permit, subject to any renewal of or change in the permit in accordance with these rules. Such notice also shall specify that continued discharge to the treatment works for thirty (30) days after receipt of such notice shall constitute acceptance of the continuation of such permit under the administration and enforcement of the Company pursuant to these rules and acknowledgement that renewal of such permit shall be in accordance with these rules.

**4.4 Permitting: New Connections**

Any user required to obtain an Individual Wastewater Discharge Permit who proposes to begin or recommence discharging into the treatment works must obtain such permit prior to the beginning or recommencing of such discharge. An application for this IWDP, in accordance with subsection 4.5 of this Section T, must be filed at least 180 days prior to the date upon which any discharge will begin or recommence.

[paragraphs deleted] (C)

(C) means Change

**RULES AND REGULATIONS**

**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)**

**(C)**

**4.5 Permit Application Contents**

- (a) All users required to obtain an individual wastewater discharge permit must submit a permit application. The Company may require users to submit all or some of the following information as part of a permit application:
- (i) Identifying Information
    - 1) The name and address of the facility, including the name of the operator and owner, and location (if different from the mailing address); and
    - 2) Contact information, description of activities, facilities, and plant production processes on the premises.
  - (ii) Environmental Permits. A list of any environmental control permits held by or for the facility.
  - (iii) Description of Operations
    - 1) A brief description of the nature, rate of production (including each product produced by type, amount, processes, and rate of production), and standard industrial classifications of the operation(s) carried out by such user, including a schematic process diagram, which indicates points of discharge to the treatment works from the regulated processes;
    - 2) Types of wastes generated, and a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the treatment works, as well as material safety data sheets for all materials and chemicals identified;
    - 3) Number and type of employees, hours of operation, and proposed or actual hours of operation;
    - 4) Type and amount of raw materials processed (average and maximum per day);
    - 5) Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge. It is recommended that these plans be signed and sealed by a Professional Engineer licensed in the Commonwealth of Pennsylvania, to ensure compliance with sound engineering principles and all applicable federal, state, and local codes and statutes.
  - (iv) Time and duration of discharges.
  - (v) The location for monitoring all wastes covered by the permit.
  - (vi) Flow Measurement. Information showing the measured average daily, maximum daily, and 30 minute flow rates, in gallons per day, including daily, monthly, and seasonal variations if any, to the treatment works from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in subsection 2.2 (40 CFR §403.6(e)).
  - (vii) Measurement of Pollutants
    - 1) The categorical pretreatment standards applicable to each regulated process and any new categorically regulated processes for existing sources.
    - 2) For all industrial users subject to categorical standards, any other information required in a baseline monitoring report as stated in 40 CFR §403.12(b).
    - 3) The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the Company, of regulated pollutants in the discharge from each regulated process.
    - 4) Instantaneous, daily maximum, and long-term average concentrations, or mass, where required, shall be reported.
    - 5) The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in subsection 6.9 of this Section T. Where the standard requires compliance with a BMP or pollution prevention alternative, the user shall submit documentation as required by the Company or the applicable standards to determine compliance with the standard.
    - 6) Sampling must be performed in accordance with procedures set out in subsection 6.10 of this Section T.
    - 7) In instances where an industrial user has not yet begun operation (and therefore, wastewater constituents and characteristics are unknown), submission of comparable data from similar industries will be accepted for permit application purposes.

**(C)** means Change

**RULES AND REGULATIONS**

**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)**

- (viii) Where known, the nature and concentration of any pollutants in the discharge which are limited by these rules, categorical pretreatment standards, or local limits and a statement certified by a qualified professional regarding whether or not applicable standards are being met on a consistent basis and, if not, whether additional operation and maintenance or additional pretreatment is required to meet the standards.
- (ix) If additional pretreatment or operation and maintenance will be required to meet applicable standards, a schedule by which the industrial user will provide such additional pretreatment or operation and maintenance. The completion date in this schedule shall not be later than the compliance date established for the applicable categorical pretreatment standard or, in the case of local limits, such a date as determined by the Company. The following conditions shall apply to this schedule:
  - 1) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the Industrial user to meet the applicable pretreatment standards (e.g. hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.).
  - 2) Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the industrial user shall submit a progress report to the Company including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the industrial user to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to the Company.
- (x) Any other information as may be deemed necessary by the Company to evaluate the permit application.
- (b) Incomplete or inaccurate applications will not be processed and will be returned to the user for revision.
- (c) Applicants wishing to claim confidentiality of information required in the application shall indicate on the application which information is of a confidential nature. Wastewater constituents and characteristics shall not be considered as confidential information.

**4.6 Permitting: General Permits**

- (a) At the discretion of the Company, the Company may use general permits to control discharges to the treatment works, if the following conditions are met. All facilities to be covered by a general permit must:
  - (i) Involve the same or substantially similar types of operations; (C)
  - (ii) Discharge the same type of wastes; (C)
  - (iii) Require the same effluent limitations; (C)
  - (iv) Require the same or similar monitoring; and (C)
  - (v) In the opinion of the Company, be more appropriately controlled under a general permit than under individual wastewater discharge permits. (C)
- (b) Users that are eligible may request coverage by a general permit under this section in lieu of an IWDP.
- (c) To be covered by the general permit, the user must file a written request for coverage that identifies its contact information, production processes, the types of wastes generated, the location for monitoring all wastes covered by the general permit, any requests for a monitoring waiver for a pollutant neither present nor expected to be present in the discharge, verification that it will meet the requirements of the general permit, and any other information the Company deems appropriate. A monitoring waiver for a pollutant neither present nor expected to be present in the discharge is not effective in the general permit until after the Company has provided written notice to the user that such a waiver request has been granted.

(C) means Change

**RULES AND REGULATIONS**

**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)**

**(C)**

- (d) The Company will retain a copy of the general permit, documentation to support the Company's determination that a specific user meets the criteria in subsection 4.6(a) and applicable state regulations, and a copy of the user's written request for coverage for three (3) years after the expiration of the general permit.
- (e) The Company may not control a user through a general permit where the facility is subject to production-based categorical pretreatment standards or categorical pretreatment standards expressed as mass of pollutant discharged per day or industrial users whose limits are based on the combined wastestream formula (subsection 2.2(b)) or net/gross calculations (subsection 2.3).

**4.7 Application Signatories and Certifications**

- (a) All wastewater discharge permit applications, user reports and certification statements must be signed by an authorized representative of the user and contain the certification statement in subsection 6.13 of this Section T.
- (b) If the designation of an authorized representative of the user is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this Section must be submitted to the Company prior to or together with any reports to be signed by the authorized representative of the user.
- (c) A facility determined to be a non-significant categorical industrial user by the Company must annually submit the signed certification statement in subsection 6.13 of this Section T.

**4.8 Permit Decisions**

The Company will evaluate the data furnished by the user and may require additional information. The Company will determine whether to issue an individual wastewater discharge permit or a general permit and may deny any application for an IWDP or general permit.

**4.9 Permit Renewal**

- (a) A user with an expiring IWDP or general permit shall apply for permit reissuance by submitting a permit application, in accordance with subsection 4.5 of this Section T, a minimum of one hundred twenty (120) days prior to the expiration of the user's existing permit, unless the deadline is extended in writing by the Company.
- (b) In the event that a timely and complete application to renew an IWDP has been submitted and the IWDP cannot be reissued before the expiration date, through no fault of the user, the terms and conditions of the existing IWDP will be automatically continued and will remain fully effective and enforceable pending the granting or denial of the application for IWDP renewal.

[paragraphs deleted] **(C)**

**(C)** means Change

**RULES AND REGULATIONS**

[paragraphs deleted]

(C)

**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)**

(C)

**5 INDIVIDUAL WASTEWATER DISCHARGE PERMIT ISSUANCE**

(C)

**5.1 Permit Duration**

Individual wastewater discharge permits shall be issued for a specified time period, not to exceed five (5) years. A permit may be issued for a period less than five (5) years at the discretion of the Company. Each IWDP will indicate a specific date upon which it will expire.

**5.2 Permit Contents**

- (a) Individual wastewater discharge permits shall be expressly subject to all provisions of these rules, the Company's IPP, and such other conditions as are deemed reasonably necessary by the Company to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the treatment works.
- (b) Individual wastewater discharge permits will contain the following:
  - (i) A statement that indicates the IWDP issuance date, expiration date and effective date.
  - (ii) A statement that the IWDP is nontransferable without prior notification to the Company in accordance with subsection 5.5 of this Section T, and provisions for furnishing the new owner or operator with a copy of the existing IWDP.
  - (iii) Effluent limits, including BMPs, based on applicable pretreatment standards.
  - (iv) Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants (or BMPs) to be monitored, sampling location, sampling frequency, and sample type based on federal, state, and local law.
  - (v) A statement of fees for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable federal state, or local law.
  - (vi) Requirements to control slug discharge, if determined by the Company to be necessary.
- (c) Individual wastewater discharge permits may contain, but need not be limited to, the following conditions:
  - (i) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization.
  - (ii) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works.
  - (iii) Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non-routine discharges.
  - (iv) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the treatment works.
  - (v) The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the treatment works.
  - (vi) Requirements for installation and maintenance of inspection and sampling facilities and equipment, including flow measurement devices.
  - (vii) A statement that compliance with the IWDP does not relieve the permittee of responsibility for compliance with all applicable federal pretreatment standards, as incorporated by subsection 2.2 of this Section T, including those which become effective during the term of the IWDP.
  - (viii) Requirements for notification to the Company for any significant wastewater modification.
  - (ix) Requirements for notification to the Company of any accidental discharge or other potential problem.
  - (x) Requirements for submission of reports. Periodic compliance reports will be required a minimum of twice a year, indicating the nature and concentration of pollutants in the discharge as well as a record of flows.
  - (xi) Other conditions as deemed appropriate by the Company to ensure compliance with these rules, the Company's IPP, and state and federal laws and regulations.

(C) means Change

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**RULES AND REGULATIONS**

**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)**

**(C)**

**5.3 Appeals**

- (a) The permittee may appeal to the Company to reconsider the terms of an individual wastewater discharge permit within thirty (30) days of receipt of the permit. This appeal must be in writing and must indicate the permit provisions objected to, the reasons for the objection, and the alternative condition, if any, sought to be placed in the permit.
- (b) The effectiveness of the permit shall not be stayed pending reconsideration by the Company.
- (c) The Company, with the direct involvement of a Vice President, will review the appeal and other pertinent information and determine if any amendment to the permit is warranted.
- (d) If the Company determines that an amendment is warranted, it will issue an amended IWDP; if the Company determines that no amendment is warranted, it will so notify the permittee.
- (e) The Company will act in a timely manner on any appeal.

**5.4 Permit Modification**

- (a) The Company may modify an individual wastewater discharge permit for good cause, including, but not limited to, the following reasons:
  - (i) To incorporate any new or revised federal, state, or local pretreatment standard or requirement;
  - (ii) To address significant alterations or additions to the user's operation, processes, or wastewater volume or character since the time of the IWDP issuance;
  - (iii) A change in the treatment works that requires either a temporary or permanent reduction or elimination of the authorized discharge;
  - (iv) Information indicating that the permitted discharge poses a threat to the treatment works, Company personnel or the receiving stream;
  - (v) Violation of any terms or conditions of the IWDP;
  - (vi) Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;
  - (vii) Revision of or a grant of variance from categorical pretreatment standards as provided in 40 CFR §403.13;
  - (viii) To correct typographical or other errors in the IWDP;
  - (ix) To reflect a transfer of the facility ownership or operation to a new owner or operator where requested in accordance with subsection 5.5 of this Section T; or
  - (x) Upon request of the permittee, provided such a request does not create a violation of any applicable requirements, standards, laws, or rules and regulations.
- (b) When an additional or new categorical pretreatment standard is promulgated, any user subject to such additional or new standard shall apply to modify its IWDP within 180 days of the promulgation of such standard.
- (c) The filing of a request by the permittee for a permit modification does not stay or suspend any permit condition.
- (d) The Company will act in a timely manner on any request for permit modification.
- (e) The user shall be informed of any proposed changes in its permit at least thirty (30) days prior to the effective date of change. Any changes or new conditions in the permit may include a reasonable time schedule for compliance in the event that compliance cannot reasonably be achieved in 30 days.

**(C) means Change**

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)**

**(C)**

**5.5 Permit Transfer**

- (a) Individual wastewater discharge permits may be transferred to a new owner or operator only if the permittee gives at least forty (40) days advance notice to the Company and the Company approves the IWDP transfer. The notice to the Company must include a written certification by the new owner or operator which:
- (i) States that the new owner or operator has no immediate intent to change the facility's operations and processes;
  - (ii) Identifies the specific date on which the transfer is to occur; and
  - (iii) Acknowledges full responsibility for complying with the existing IWDP.
- (b) Within ten (10) days of receiving an IWDP transfer notice, the Company will determine if the notice is administratively complete and issue to the permittee either an acknowledgement of completeness or a letter specifying any deficiencies. If a permit transfer notice is deficient, the permittee shall cure the deficiencies and resubmit the notice, which the Company then, within ten (10) days, will review again for completeness and issue to the permittee either an acknowledgement of completeness or a letter specifying any deficiencies.
- (c) The Company will approve or disapprove a permit transfer within thirty (30) days of issuing an acknowledgement of completeness of the notice, and approval of such transfer shall not be unreasonably withheld by the Company.
- (d) Failure to provide advance notice of a transfer renders the IWDP void as of the date of facility transfer.

**5.6 Permit Revocation**

- (a) The Company may revoke an individual wastewater discharge permit for good cause, including, but not limited to, the following reasons:
- (i) Failure to provide prior notification to the Company of a significant wastewater modification pursuant to subsection 6.5 of this Section T;
  - (ii) Failure to factually report the wastewater constituents and characteristics of a discharge or misrepresentation of relevant facts in an application for an IDWP;
  - (iii) Falsifying self-monitoring reports and certification statements;
  - (iv) Tampering with monitoring equipment;
  - (v) Refusing to allow the Company reasonable and timely access to the facility premises for purposes of compliance inspection, records review, sampling or monitoring;
  - (vi) Failure to meet effluent limitations;
  - (vii) Failure to pay fees or sewer charges;
  - (viii) Failure to meet compliance schedules;
  - (ix) Failure to complete a wastewater survey or the wastewater discharge permit application;
  - (x) Failure to provide advance notice of the transfer of business ownership of a permitted facility; or
  - (xi) Violation of any pretreatment standard or requirement or any term or condition of an IWDP or these rules.
- (b) If an IDWP is revoked, the Company may take steps it deems advisable, including severance of the sewer connection to terminate service, in order to promote compliance with these rules. The Company reserves the right to terminate wastewater service for violation of any provision of these rules, subject to the Commission's rules and regulations.
- (c) Prior to revocation of an IWDP or termination of service, the Company will provide notice to the user of the proposed revocation or termination and reasonable opportunity for the user to show cause why the proposed action should not be taken. The Company, with the direct involvement of a Vice President, will review the information presented by the user and other pertinent information and determine if revocation of the permit or termination of service is warranted.

**(C)** means Change

**RULES AND REGULATIONS**

**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)**

**(C)**

**6 REPORTING REQUIREMENTS**

**6.1 Baseline Monitoring Reports**

- (a) Within either one hundred eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR §403.6(a)(4), whichever is later, existing categorical industrial users currently discharging to or scheduled to discharge to the treatment works shall submit to the Company a report which contains the information listed in paragraph (b), below. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become categorical industrial users subsequent to the promulgation of an applicable categorical standard, shall submit to the Company a report which contains the information listed in paragraph (b), below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged using forms approved by the Company.
- (b) Users described above shall submit the information set forth below.
- (i) All information required in subsections 4.5(a)(i)(1), 4.5(a)(ii), 4.5(a)(iii)(1), and 4.5(a)(vi).
  - (ii) Measurement of pollutants.
    - 1) The user shall provide the information required in subsection 4.5(a)(vii)(1) through 4.5(a)(vii)(4)
    - 2) The user shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph.
    - 3) Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment, the user should measure the flows and concentrations necessary to allow use of the combined wastestream formula in 40 CFR §403.6(e) to evaluate compliance with the pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with subsection 2.2 and 40 CFR §403.6(e) this adjusted limit along with supporting data shall be submitted to the Company;
    - 4) Sampling and analysis shall be performed in accordance with subsections 6.9 and 6.10;
    - 5) The Company may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures;
    - 6) The baseline report shall indicate the time, date and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the treatment works.

**(C) means Change**

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)**

**(C)**

- (iii) Compliance Certification. A statement, reviewed by the authorized representative of the user and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance and/or additional pretreatment is required to meet the pretreatment standards and requirements.
- (iv) Compliance Schedule. If additional pretreatment and/or operation and maintenance will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment and/or O&M must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in subsection 6.2 of this Section T.
- (v) Signature and Report Certification. All baseline monitoring reports must be certified in accordance with subsection 6.13 of this Section T and signed by an authorized representative of the user.

**(C)** means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)**

**(C)**

**6.2 Compliance Schedule Progress Reports**

The following conditions shall apply to the compliance schedule required by subsection 6.1(b)(iv) of this Section T.

- (a) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);
- (b) No increment referred to above shall exceed nine (9) months;
- (c) The user shall submit a progress report to the Company no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and
- (d) In no event shall more than nine (9) months elapse between such progress reports to the Company.

**6.3 Reports on Compliance with Categorical Pretreatment Standard Deadline**

Within ninety (90) days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the treatment works, any user subject to such pretreatment standards and requirements shall submit to the Company a report containing the information described in subsections 4.5(a)(vi), 4.5(a)(vii) and 6.1(b)(ii) of this Section T. For users subject to equivalent mass or concentration limits established in accordance with the procedures in 40 CFR §403.6(c), this report shall contain a reasonable measure of the user's long-term production rate. For all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with subsection 6.13 of this Section T. All sampling will be done in conformance with subsection 6.10.

**6.4 Periodic Compliance Reports**

- (a) All significant industrial users must submit reports to the Company on a quarterly basis, within thirty (30) days following the end of each calendar quarter, unless otherwise specified in the user's individual wastewater discharge permit, indicating the nature, concentration of pollutants in the discharge which are limited by pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the pretreatment standard requires compliance with BMPs or pollution prevention alternatives, the user must submit documentation required by the Company or the pretreatment standard necessary to determine the compliance status of the user.
- (b) All periodic compliance reports must be signed and certified in accordance with subsection 6.13 of this Section T.
- (c) All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.

(C) means Change

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**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)**

**(C)**

- (d) If a user subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the Company, using the procedures prescribed in subsection 6.10 of this Section T, the results of this monitoring shall be included in the report.
- (e) Significant industrial users not subject to categorical pretreatment standards under these rules shall submit periodic compliance reports as specified by the user's IWDP.

**6.5 Reports of Changed Conditions**

- (a) Each user must notify the Company of any significant wastewater modification at least ninety (90) days before the change.
- (b) The Company may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of an IWDP application.
- (c) The Company may issue a new IWDP or modify an existing IWDP in response to changed conditions or anticipated changed conditions.

**6.6 Reports of Potential Problems**

- (a) In the case of any discharge, including, but not limited to, an accidental discharge, a discharge of a non-routine, episodic nature, a non-customary batch discharge, or a slug discharge or slug load, that might cause potential problems for the treatment works, the user, upon discovery, and after assessing the situation and taking initial corrective action, shall immediately telephone and notify the Company of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and initial corrective actions taken by the user.
- (b) Within five (5) days following such discharge, the user shall, unless waived by the Company, submit a detailed written report including the date, time and duration of the discharge and describing the cause(s) of the discharge, all corrective actions implemented or attempted, and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which might be incurred as a result of damage to the treatment works, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fees or other liability which may be imposed pursuant to these rules.
- (c) A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees who to call in the event of a discharge described in paragraph (a), above. Employers shall ensure that all employees are advised of the emergency notification procedure.
- (d) Significant industrial users are required to notify the Company immediately of any changes at its facility affecting the potential for a slug discharge.

(C) means Change

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**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)**

**6.7 Reports from Unpermitted Users**

All users not required to obtain an individual wastewater discharge permit shall provide appropriate reports to the Company as the Company may require.

**6.8 Notice of Violation/Repeat Sampling and Reporting**

If sampling performed by a user indicates a violation, the user must notify the Company within twenty-four (24) hours of becoming aware of the violation and submit to the Company within five (5) business days, unless otherwise specified, a detailed written report describing the discharge and the measures taken to prevent similar future occurrences. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Company within the current quarterly reporting cycle, however no later than thirty (30) days after becoming aware of the violation. Resampling by the user is not required if the Company performs sampling at the user's facility at least once a month, or if the Company performs sampling at the user's facility between the (C) time when the initial sampling was conducted and the time when the user or the Company receives the results (C) of this sampling, or if the Company has performed the sampling and analysis in lieu of the user. (C)

**6.9 Analytical Requirements**

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable categorical pretreatment standard, and shall use appropriate reporting limits at or below any applicable local limit or IWDP limit. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the Company determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the Company. The Company may specify appropriate alternative procedures in a user's IWDP.

(C) means Change

**RULES AND REGULATIONS**

**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)**

**(C)**

**6.10 Sample Collection**

- (a) Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that are representative of conditions occurring during the reporting period.
- (b) Except as indicated in subsections (c) and (d) below, the user must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the Company. Where time-proportional composite sampling or grab sampling is authorized by the Company, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides, the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the Company, as appropriate. In addition, grab samples may be required to show compliance with instantaneous limits.
- (c) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.
- (d) For sampling required in support of baseline monitoring and 90-day compliance reports required in subsections 6.1 and 6.3, a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the Company may authorize a lower minimum. For the reports required by subsection 6.4, the industrial user is required to collect the number of grab samples necessary to assess and assure compliance with applicable pretreatment standards and requirements.
- (e) The user bears the obligation to complete all sampling required by these rules. Upon request by a user, the Company may agree to conduct sampling on behalf of a user.

**6.11 Date of Receipt of Reports**

Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, including reports submitted by electronic mail, the date of receipt of the report shall govern.

**(C) means Change**

**RULES AND REGULATIONS**

**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)**

**6.12 Recordkeeping**

Users subject to the reporting requirements of these rules shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by these rules, any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements, and documentation associated with BMPs established under subsection 2.5(g). Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least five (5) years. This period shall be automatically extended for the duration of any litigation concerning the user or the Company, or where the user has been specifically notified of a longer retention period by the Company.

**6.13 Certification Statements**

(a) Certification of Permit Applications, User Reports and Initial Monitoring Waiver – The following certification statement is required to be signed and submitted by users submitting permit applications in accordance with subsection 4.7; users submitting baseline monitoring reports under subsection 6.1(b)(v); users submitting reports on compliance with the categorical pretreatment standard deadlines under subsection 6.3; and users submitting periodic compliance reports required by subsection 6.4. The following certification statement must be signed by an authorized representative of the user:

*I certify that this document and all attachments were prepared under my direction or (C) supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. [language deleted] (C)*

(b) A facility determined by the Company to be a NSCIU must annually submit the following certification statement signed an authorized representative of the user. This certification must accompany an alternative report required by the Company:

*Based on my inquiry of the person or persons directly responsible for managing compliance with the Categorical Pretreatment Standards under 40 CFR \_\_\_\_\_, I certify that, to the best of my knowledge and belief that during the period from \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_ [months, days, year]:*

- (a) The facility described as \_\_\_\_\_ [facility name] met the definition of a Non-Significant Categorical Industrial User as described in Section A of the rules and regulations specified in Pennsylvania-American Water Company’s Wastewater Tariff; and*
- (b) The facility complied with all applicable Pretreatment Standards and requirements during this reporting period; and*
- (c) The facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period.*

*This compliance certification is based on the following information:*

**(C) means Change**

**RULES AND REGULATIONS**

**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)**

**7 FEES AND CHARGES**

**The following fees and charges are billed on a quarterly basis. (C)**

**7.1 General Fees.**

- (a) IWDP Application Fee: \$1,000.00.
- (b) IWDP Transfer/Modification/Renewal Fee: \$250.00.
- (c) Facility Inspection Fee: \$250.00 per inspection.
- (d) Monitoring Report Review Fee: \$250.00 per monitoring report.
- (e) Sampling and Analysis Fee:
  - (i) For use of outside services, actual cost of sampling and laboratory analysis plus 25% to cover administrative costs.
  - (ii) For use of in-house services:

<b>Analytical Procedure/Service</b>	<b>Cost</b>
Sample processing	\$12.00
Sampling, composite	\$40.00
Sampling, grab	\$25.00
Ammonia as N	\$20.00
BOD5	\$20.00
Metals digestion	\$16.00
Metals analysis	\$17.00
pH	\$6.00
Phosphorus as P	\$9.00
Total Suspended Solids	\$5.00

- (f) Accidental Discharge, Slug Control, and/or Monitoring Fee: Actual cost of response to accidental discharges or discharges of slugs loads, including but not limited to the costs incurred for any additional treatment or other actions required to manage such discharges, monitor and respond to such discharges, correct any resulting contamination or other impacts to the treatment works.
- (g) Compliance and Enforcement Fee: Administrative and Legal: Actual cost incurred by the Company for investigation and actions to address a user's non-compliance with the terms of these rules or any IWDP.
- (h) Damage Repair: Actual cost for cleaning, repair, replacement or correction of any damage to the treatment works caused or contributed to by a user's discharge.

**(C) means Change**

**RULES AND REGULATIONS**

**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)**

**(C)**

**7.2 Specific Fees**

- (a) An Industrial Loading Fee shall apply on a quarterly basis to discharges with concentrations above typical domestic sewage concentrations up to but not exceeding any applicable local limit or IWDP limit, based on sampling and analysis required to be reported by the user under an IWDP and any composite sampling and analysis conducted by the Company, as follows:

Industrial Loading Fee =  $[Pollutant\ Removal\ Cost\ (\$/lb.) \times Total\ Quarterly\ Flow\ (MG) \times 8.34 \times Measured\ Pollutant\ Concentration\ (mg/L)]$  minus  $[Pollutant\ Removal\ Cost\ (\$/lb.) \times Total\ Quarterly\ Flow\ (MG) \times 8.34 \times Typical\ Domestic\ Pollutant\ Concentration\ (mg/L)]$

Typical Domestic Pollutant Concentrations are as follows:

BOD5 = 300 mg/L

NH3-N = 30 mg/L

TSS = 300 mg/L

TN = 40 mg/L

TP = 10 mg/L

Pollutant removal costs are specified in Section U of this tariff for each wastewater system. An Industrial Loading Fee will be calculated, based on the formula above, for each pollutant for which a removal cost is specified in Section U for the applicable system. Total Quarterly Flow shall be as measured by the user or the Company. **Measured pollutant concentration will be the quarterly average of all samples collected by the user and the Company.** **(C)**

An Industrial Loading Fee also may apply when total quarterly flow, as measured by the user or by the Company, exceeds total permitted quarterly flow, even if pollutant concentrations do not exceed the pollutant concentrations expected in typical domestic sewage. In such circumstances, the Industrial Loading Fee shall be calculated as follows for each pollutant for which a removal cost is specified in Section U for the applicable system:

Industrial Loading Fee =  $[Pollutant\ Removal\ Cost\ (\$/lb.) \times Total\ Quarterly\ Flow\ (MG) \times 8.34 \times Measured\ Pollutant\ Concentration\ (mg/L)]$  minus  $[Pollutant\ Removal\ Cost\ (\$/lb.) \times Total\ Permitted\ Quarterly\ Flow\ (MG) \times 8.34 \times Typical\ Domestic\ Pollutant\ Concentration\ (mg/L)]$

**(C)** means Change

**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)**

- (b) Excess Loading Fee: If, in any quarter, the **average loading or concentration** of a pollutant for **(C)** Which a removal cost is specified in Section U of this tariff exceeds a local limit or IWDP limit, then for the applicable parameter, in calculating the Industrial Loading Fee under subsection 7.2(a) of this Section T, the pollutant removal cost applicable to the total loading of that parameter will be 125% of the value set forth in Section U to compensate for the additional administrative, oversight and management costs associated with managing such excessive loadings. Users are exempt from Excess Loading Fees during the period of any compliance schedule established in the user's Individual Wastewater Discharge Permit. This exemption from Excess Loading Fees applies to Excess Loading Fees for all pollutants, unless otherwise provided by the IWDP.
- (c) A Special Discharge Fee shall apply to discharges with loadings or concentrations that exceed a local limit or IWDP limit and that impact sludge handling or disposal methods and costs, necessitate acquisition of nutrient credits, result in damage to the facility, cause a violation of the facility's NPDES Permit, or require extraordinary measures. The Special Discharge Fee shall be equal to the actual cost incurred by the Company, including but not limited to: (1) additional costs of managing impacted sludge (including costs related to use of alternative disposal facilities, additional monitoring, etc.), (2) costs of acquiring nutrient credits to meet NPDES Permit cap limits; (3) costs of repairs to and restoration of the treatment works, (4) costs associated with enforcement by DEP or EPA, including civil penalties or other liabilities; and (5) costs of implementing any other measures required to control, manage and address such excessive loadings or concentrations.

**7.3 Administration.**

- (a) If a user wishes to dispute the calculation of any fees assessed by the Company, it shall appeal to the Company, in writing, identifying the fees subject to dispute and the reason(s) they are disputed. The Company, acting in a timely manner with the direct involvement of a Vice President, will review the appeal and other pertinent information and determine if any adjustment to the fee is warranted and so advise the user. In the event that a user is not satisfied with the Company's determination on its appeal, the user may seek appropriate relief from the Commission.
- (b) All fees shall be payable by the industrial user within forty-five (45) days of notification, or the industrial user will be subject to such enforcement action deemed appropriate by the Company, including, but not limited to, termination of service and a revocation of the IWDP.
- (c) Fees may be modified or amended as the Company deems necessary, subject to review and approval by the Commission.

**(C) means Change**

**PENNSYLVANIA-AMERICAN WATER COMPANY**

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**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)**

**(C)**

**8 COMPLIANCE**

**8.1 Right of Entry: Inspection and Sampling**

- (a) In addition to the rights afforded by Section L of this tariff, and without limiting such rights in any way, the Company shall have the right to enter the premises of any user at all reasonable times to inspect the facility, perform sampling, review and copy of records, and take other actions necessary to determine whether the user is complying with all requirements of these rules and any individual wastewater discharge permit or compliance directive issued hereunder.
- (b) The Company will sample and analyze the discharge of each significant industrial user holding an IWDP at least once per year, the costs of which shall be borne by the user.
- (c) Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Company shall be permitted to enter without delay for the purposes of performing specific responsibilities. The user shall inform the Company of any applicable safety procedures that the Company must follow in any area, or with respect to any process, that is the subject of inspection, evaluation or other action by the Company.
- (d) The Company shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling or metering of the user's operations. Sampling shall be conducted pursuant to approved EPA methods or guidance, where applicable.
- (e) The Company may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense. All devices used to measure wastewater flow and quality shall be calibrated at least one per year, and more frequently if necessary, to ensure their accuracy.
- (f) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected or sampled shall be promptly removed by the user at the written or verbal request of the Company and shall not be replaced. The costs of clearing such access shall be borne by the user.
- (g) Unreasonable delays in allowing the Company access to the user's premises shall be a violation of these rules.

**8.2 Confidential Information**

Information and data on a user obtained from reports, surveys, wastewater discharge permit applications, individual wastewater discharge permits, and monitoring programs, and from the Company's inspection and sampling activities, shall be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of the Company that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable state or federal law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other effluent data, as defined at 40 CFR §2.302, shall not be recognized as confidential information and shall be available to the public without restriction.

**(C)** means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

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**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)**

**(C)**

**9 ADMINISTRATIVE ENFORCEMENT REMEDIES**

**9.1 General**

Users of the Company's treatment works are obligated to comply with applicable provisions of these rules, pretreatment standards, and the terms and conditions of permits issued by the Company. Failure to comply with these requirements may lead to suspension or termination of service, permit revocation, assessment of costs, and/or legal action. In determining what enforcement remedies are appropriate, the Company, in its discretion, may consider the nature and extent of the violation, the harm or threat of harm presented by the discharge, the compliance history of the user, and whether the user is in "significant noncompliance" as defined by 40 CFR §403.8(f)(2)(viii)(A)-(H), among other factors.

**9.2 Emergency Response**

- (a) The Company may immediately suspend a user's discharge or the individual wastewater discharge permit of any user, upon notice to the user, whenever such suspension is necessary, in the opinion of the Company, in order to stop an actual or threatened discharge which presents or reasonably appears to present an imminent or substantial endangerment to the health or welfare of persons or the environment, causes or contributes to interference or pass through, causes or contributes to a violation of any condition of the Company's NPDES permit, or threatens to interfere with the operation of the treatment works.
- (b) Any user notified of a suspension of its discharge shall immediately stop or eliminate its discharge to the treatment works. In the event of a user's failure to immediately comply voluntarily with the suspension notice, the Company may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the treatment works, its receiving stream, or endangerment to any individuals or the environment.
- (c) A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement to the Company describing the causes of the harmful discharge and the measures taken to prevent any future occurrence. The detailed written statement shall be submitted to the Company within five (5) days of the first date of the occurrence.
- (d) The Company may reinstate the IWDP or the wastewater treatment service, and allow the user to recommence its discharge, upon demonstration by the user to the satisfaction of the Company that the non-complying discharge has been eliminated and that the period of endangerment has passed.

**9.3 Notice of Violation**

When the Company finds that a user has violated, or continues to violate, any provision of these rules, the terms and conditions of an individual wastewater discharge permit, a compliance or cessation directive issued hereunder, or any pretreatment standard or requirement, the Company may deliver to that user a written notice of violation stating the nature of the violation(s). Within the timeframe set forth in such notice, the user shall submit to the Company an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific remedial actions. Submission of such a plan in no way relieves the user of liability for any violations occurring before or after receipt the notice. Nothing in this section shall limit the authority of the Company to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

**(C)** means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)**

**(C)**

**9.4 Compliance Directives**

When the Company finds that a user has violated, or continues to violate, any provision of these rules, an individual wastewater discharge permit, a compliance or cessation directive issued hereunder, or any pretreatment standard or requirement, the Company may issue a compliance directive to the user responsible for the discharge directing that the user come into compliance within a specified time. If the user does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance directives also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance directive may not extend the deadline for compliance established for a pretreatment standard or requirement, nor does a compliance directive relieve the user of liability for any violation, including any continuing violation. Issuance of a compliance directive shall not be a bar against, or a prerequisite for, taking any other action against the user.

**9.5 Cessation Directives**

- (a) When the Company finds that a user has violated, or continues to violate, any provision of these rules, an individual wastewater discharge permit, a compliance or cessation directive issued hereunder, or any pretreatment standard or requirement, or that the user's past violations are likely to recur, the Company may issue a directive to the user directing it to cease and desist all such violations and directing the user to:
- (i) Immediately comply with all requirements; and
  - (ii) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.
- (b) Issuance of a cessation directive shall not be a bar against, or a prerequisite for, taking any other action against the user.

**9.6 Referral to the DEP**

When the Company finds that the Industrial user has failed or is failing to meet categorical pretreatment standards applicable under these rules or an individual wastewater discharge permit, the Company may report the user to the DEP and recommend that the DEP require that the user obtain an individual NPDES permit to authorize its discharge.

**10 JUDICIAL ENFORCEMENT REMEDIES**

**10.1 Injunctive Relief and Civil Actions**

When the Company finds that a user has violated, or continues to violate, any provision of these rules, an individual wastewater discharge permit, a compliance or cessation directive issued hereunder, or any pretreatment standard or requirement, the Company may petition the Court of Common Pleas in the county in which the user is located for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the IWDP, directive, or other requirement imposed by these rules. The Company also may seek such other action as is appropriate for legal or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive or other judicial relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

**10.2 Remedies Nonexclusive**

The remedies provided for in these rules are not exclusive and the Company may take any, all, or any combination of actions against a noncompliant user. As a general policy, however, the Company will seek to resolve compliance matters informally with a user before pursuing formal enforcement proceedings.

**(C)** means Change

**RULES AND REGULATIONS**

**Section U- Industrial Pretreatment Program - Pollutant Removal Costs**

This Section U applies to industrial and commercial customers served under the rate zones identified below within the Company's service territory. All such customers shall comply with the Industrial Pretreatment Program ("IPP") made available on the Company's website, and as may be amended by the Company or the Pennsylvania Department of Environmental Protection from time to time. Such customers shall be responsible for the charges and fees set forth in subsection 7 of Section T of the rules and regulations of this tariff related to the implementation, administration, and enforcement of the IPP, including fees and charges for the additional costs for treatment of wastewaters with excess loadings and characteristics. These fees are separate from and in addition to all other rates chargeable by the Company under this tariff.

The "Pollutant Removal Costs" identified in subsection 7.2(a) of Section T of the rules and regulations of this tariff applicable to each rate zone shall be as specified below. These "Pollutant Removal Costs" shall be utilized in the calculation of Industrial Loading Fees and Excess Loading Fees in accordance with subsection 7.2(a) and (b) of Section T.

**1 Coatesville District**

This Section applies to industrial and commercial customers served under Rate Zone 1 of this tariff and by the Coatesville treatment plant.

Pollutant Removal Costs:

- BOD5 Removal Cost = \$0.35/lb. (I)
- NH3-N Removal Cost = N/A
- TN Removal Cost = \$1.08/lb.
- TP Removal Cost = \$2.32/lb.
- TSS Removal Cost = \$0.19/lb.

**2 Exeter Area**

This Section applies to industrial and commercial customers served under Rate Zone 1 of this tariff and by the Exeter treatment plant.

Pollutant Removal Costs:

- BOD5 Removal Cost = \$0.24/lb.
- NH3-N Removal Cost = \$0.97/lb.
- TN Removal Cost = N/A
- TP Removal Cost = N/A
- TSS Removal Cost = \$0.31/lb.

(I) means Increase

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section U- Industrial Pretreatment Program - Pollutant Removal Costs (cont'd) (C)**

**3 Franklin Township Area**

This Section applies to industrial and commercial customers served under **Rate Zone 1** of this tariff and by the Franklin treatment plant. (C)

Pollutant Removal Costs:

- BOD5 Removal Cost = \$0.30/lb.
- NH3-N Removal Cost = \$1.25/lb.
- TN Removal Cost = N/A
- TP Removal Cost = N/A
- TSS Removal Cost = \$0.30/lb.

**4 McKeesport Area**

This Section applies to industrial and commercial customers served under Rate Zone 6 of this tariff and by the McKeesport treatment plant.

Pollutant Removal Costs:

- BOD5 Removal Cost = \$0.30/lb.
- NH3-N Removal Cost = N/A
- TN Removal Cost = N/A
- TP Removal Cost = N/A
- TSS Removal Cost = \$0.30/lb.

**5 Royersford Area**

This Section applies to industrial and commercial customers served under **Rate Zone 9** of this tariff and by the Royersford treatment plant. (C)

Pollutant Removal Costs:

- BOD5 Removal Cost = \$0.30/lb.
- NH3-N Removal Cost = N/A
- TN Removal Cost = N/A
- TP Removal Cost = N/A
- TSS Removal Cost = \$0.30/lb.

**6 Scranton Area**

This Section applies to industrial and commercial customers served under **Rate Zone 3** of this tariff and by the Scranton treatment plant. (C)

Pollutant Removal Costs:

- BOD5 Removal Cost = \$0.30/lb.
- NH3-N Removal Cost = N/A
- TN Removal Cost = \$1.25/lb.
- TP Removal Cost = \$3.25/lb.
- TSS Removal Cost = \$0.30/lb.

**(C)** means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section U- Industrial Pretreatment Program - Pollutant Removal Costs (cont'd)**

**(C)**

**7 York Area**

This Section applies to industrial and commercial customers served under Rate Zone 7 of this tariff and by the York treatment plant.

**Pollutant Removal Costs:**

BOD5 Removal Cost = \$0.26/lb.  
NH3-N Removal Cost = \$0.78/lb.  
TN Removal Cost = N/A  
TP Removal Cost = \$2.61/lb.  
TSS Removal Cost = \$0.43/lb.

**8 All Other Areas**

This Section applies to industrial and commercial customers in areas not addressed by subsections 1 - 7 of this Section U, above. In any such area, the pollutant removal costs below shall apply, based on the type of treatment provided, pending completion of a cost evaluation specific to the treatment plant serving the subject area and amendment of this Section U to establish system-specific pollutant removal costs for such area.

**Pollutant removal costs for treatment plants with advanced nutrient removal:**

BOD5 Removal Cost = \$0.30/lb.  
NH3-N Removal Cost = N/A  
TN Removal Cost = \$1.25/lb.  
TP Removal Cost = \$3.25/lb.  
TSS Removal Cost = \$0.30/lb.

**Pollutant removal costs for treatment plants with nitrification:**

BOD5 Removal Cost = \$0.30/lb.  
NH3-N Removal Cost = \$1.25/lb.  
TN Removal Cost = N/A  
TP Removal Cost = N/A  
TSS Removal Cost = \$0.30/lb.

**Pollutant removal costs for treatment plants with secondary treatment:**

BOD5 Removal Cost = \$0.30/lb.  
NH3-N Removal Cost = N/A  
TN Removal Cost = N/A  
TP Removal Cost = N/A  
TSS Removal Cost = \$0.30/lb.

**(C)** means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section V - Wastewater Control and Protection of Collection Systems**

**(C)**

**1. APPLICABILITY**

This Section V establishes uniform requirements applicable to users of wastewater collection and conveyance services provided by the Company and the nature of wastes acceptable for discharge into the Company's wastewater collection and conveyance facilities, either directly or indirectly, where the Company provides collection and conveyance services only and the wastewater is treated at a wastewater treatment plant owned or operated by a municipality, municipal authority, other public utility or other party.

**2. REQUIREMENTS**

**2.1. Compliance and Cooperation with Treatment Plant Operator and Host Municipality**

In circumstances where the Company provides wastewater collection and conveyance services but not wastewater treatment services within a service territory:

- (a) All users shall comply with all rules, regulations and requirements established by the treatment plant operator and/or the host municipality, including but not limited to requirements specifying prohibited discharges, assuring compliance with applicable pretreatment standards and discharge limitations, providing for user permitting, and assessing administrative and pollutant loading fees with respect to wastewaters that are not composed entirely of sanitary sewage.
- (b) The Company will cooperate with the treatment plant operator and the host municipality with respect to the implementation of the rules, regulations and requirements adopted by either or both of them by providing reasonable access to the Company's collection and conveyance facilities within the service territory for purposes of inspection and sampling.

**2.2. Compliance with Section T of this Tariff**

Users of wastewater collection and conveyance services provided by the Company in service territories where the Company does not provide wastewater treatment services shall be subject to and comply with all portions of Section T of this tariff relevant to the protection of the Company's collection and conveyance facilities, the Company's personnel, and the general public, including but not limited to requirements set forth in subsections 2 (General Sewer Use Requirements), 3 (Pretreatment of Wastewater), 8 (Compliance), 9 (Administrative Enforcement Remedies), and 10 (Judicial Enforcement Remedies). (The term "treatment works," as defined in Section A and used throughout Section T of this tariff, includes the Company's wastewater collection and conveyance facilities.)

**2.3. Prohibited Discharges**

No user shall introduce or cause to be introduced into the Company's collection and conveyance facilities any substance, pollutant or wastewater which may cause an obstruction to the flow in the sewer system, corrosion or other damage to the treatment works, interference or pass-through, or a hazard to the Company's personnel or the general public.

**(C)** means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section W - Regulation of Waste Received from Other Jurisdictions**

**(C)**

**1. APPLICABILITY**

This Section W sets forth uniform requirements applicable to the receipt of wastewater from a municipality or other entity on a bulk service basis.

**2. REQUIREMENTS**

**2.1. Bulk Service Agreement**

- (a) If the Company receives or intends to receive wastewater from a municipality or other entity on a bulk service basis, the Company shall enter into a bulk service agreement with the contributing municipality or entity, subject to the approval of the Commission.
- (b) Prior to entering into a bulk service agreement, as provided in paragraph (a), the Company shall request the following information from the contributing municipality or entity:
  - (i) A description of the quality and volume of wastewater discharged or to be discharged to the treatment works by the contributing municipality or entity, as well as the number of customers served;
  - (ii) An inventory of all industrial users located within the contributing area that are or will be discharging, directly or indirectly, to the treatment works, including the volume and nature of such discharges and existing permits and pretreatment control requirements; and
  - (iii) Such other information as the Company may deem necessary.
- (c) A bulk service agreement, as provided in paragraph (a), shall contain the following conditions:
  - (i) A requirement for the contributing municipality or entity to adopt a sewer use ordinance or rules which are at least as stringent as the requirements of Section T of this tariff and local limits at least as stringent as specified in the Company's IPP. The requirement shall specify that such ordinance or rules shall be revised as necessary to reflect changes made to Section T or local limits.
  - (ii) A requirement for the contributing municipality or entity to submit a revised user inventory on at least an annual basis.
  - (iii) A provision specifying which pretreatment implementation activities, including permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing municipality or entity; which of these activities will be conducted by the Company; and which of these activities will be conducted jointly by the contributing municipality or entity and the Company.

**(C)** means Change

**RULES AND REGULATIONS**

**Section W - Regulation of Waste Received from Other Jurisdictions (cont'd)**

**(C)**

- (iv) A requirement for the contributing municipality or entity to provide the Company with access to all information that the contributing municipality or entity obtains as part of its pretreatment activities.
- (v) Limits on the nature, quality, and volume of the contributing municipality's or entity's wastewater at the point where it discharges to the treatment works.
- (vi) Requirements for monitoring the discharge by the contributing municipality or entity.
- (vii) A provision ensuring the Company access to the facilities of users located within the jurisdictional boundaries of the contributing municipality or entity for the purpose of inspection, sampling, and any other duties deemed necessary by the Company.

A provision specifying remedies available for breach of the terms of the bulk service agreement.

**2.2. Expansion of Service Territory**

In circumstances where a bulk service agreement provides that the Company will implement its pretreatment program with respect to an industrial user contributing to the bulk service flow, the Company shall seek approval of the Commission to expand its service territory to include the industrial user facility. In such circumstances, the industrial user shall be subject to the requirements of this tariff and the Company's IPP to the same extent as an industrial user discharging directly to the Company's treatment works.

**(C) means Change**

# PAWC Exhibit 4

**Scranton Sewer Operations - Montage (Lackawana River Basin Sewer Authority)**

1024-220017776352

	# of Customers	Service Charge Per Customer Eff 8/7/24	Total Service Charge	Total Usage (per 100 gallons)	Rate per 100 Gallons Eff 8/7/24	Total Consumption Charge	Subtotal without Surcharges	DSIC	Surcharges in Effect			Total Amount Billed
									Total DSIC	STAS	Total STAS	
Residential	233	\$20.00	\$ 4,660	8,687	\$2.6117	\$22,687.84	\$27,347.84	0.00%	\$ -	0.00%	\$ -	\$ 27,347.84
Non Residential	26	\$40.00	\$ 1,040	16,987	\$2.1320	\$36,216.28	\$37,256.28	0.00%	\$ -	0.00%	\$ -	\$ 37,256.28
<b>Total</b>	<b>259</b>		<b>\$ 5,700.00</b>	<b>25,674</b>		<b>\$ 58,904.12</b>	<b>\$64,604.12</b>		<b>\$ -</b>		<b>\$ -</b>	<b>\$ 64,604.12</b>

**For Bill:**

Service Fee	\$ 5,700.00
Consumption Charge	\$ 58,904.12
DSIC	\$ -
STAS	\$ -
<b>Total</b>	<b>\$ 64,604.12</b>

15% credit	2766.53
<b>Bill amount after credit</b>	<b>\$ 61,837.59</b>



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P.O. BOX 3265, HARRISBURG, PA 17105-3265

MAR 24 2004  
IN REPLY  
PLEASE  
REFER TO OUR  
FILE

PAWC Exhibit 5

March 18, 2004

U-00045023

SUSAN SIMMS MARSH ESQUIRE  
PENNSYLVANIA AMERICAN WATER  
800 WEST HERSHEY PARK DRIVE  
HERSHEY PA 17033

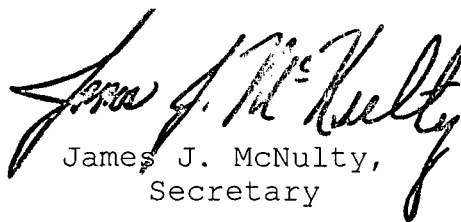
Agreement dated February 9, 2004 between Pennsylvania-American Water Company and the Lackawanna River Basin Authority, relative to furnish the Authority's Water usage data for computation of sewer service billings, situate in the Boroughs of Archbald, Blakely, Browndale, Carbondale, Childs, Dickson City, Forrest City, Jermy, Mayfield, Moosic, Olyphant, Pecksville, Richmondale, Simpson, Throop, Vandling, Whites Crossing & Jessup, Landawanna County, Commonwealth of Pennsylvania.

To Whom It May Concern:

We enclose herewith the original and one (1) copy of certificate of filing issued by this Commission in accordance with Section 507 of the Public Utility Code, 66 Pa. C.S. §507.

You should serve the enclosed copy of this certificate upon the Lackawanna River Basin Authority.

Very truly yours.

  
James J. McNulty,  
Secretary

fg  
encls.  
cert.mail

**PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**CERTIFICATE OF FILING**

**Agreement dated February 9, 2004 between Pennsylvania-American Water Company and the Lackawanna River Basin Authority, relative to furnish the Authority's Water usage data for computation of sewer service billings, situate in the Boroughs of Archbald, Blakely, Browndale, Carbondale, Childs, Dickson City, Forrest City, Jermy, Mayfield, Moosic, Olyphant, Pecksville, Richmondale, Simpson, Throop, Vandling, Whites Crossing & Jessup, Lancawanna County, Commonwealth of Pennsylvania.**

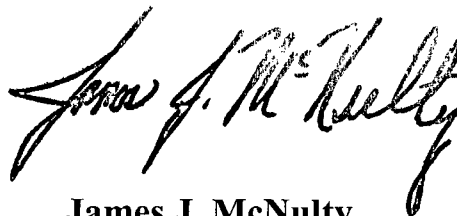
**U-00045023**

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**BY THE COMMISSION:**

**AND NOW, March 18, 2004, the Public Utility Commission certifies that the above, captioned contract or indenture dated February 9, 2004 has been on file with the Commission since February 17, 2004, in accordance with Section 507 of the Public Utility Code, 66 Pa. C.S. §507.**

**PENNSYLVANIA PUBLIC UTILITY COMMISSION**



**James J. McNulty,  
Secretary**

## AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of February, 2004, by and between Lackawanna River Basin Authority, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as the "Authority"), and PENNSYLVANIA-AMERICAN WATER COMPANY, a public utility corporation, duly organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business at 800 West Hersheypark Drive, Hershey, Pennsylvania 17033, (hereinafter called the "Water Company");

### WITNESSETH

WHEREAS, the Authority is the owner of a sanitary sewer system serving the territory generally comprising the Boroughs of Archbald, Blakely, Browndale, Carbondale, Childs, Dickson City, Forrest City, Jermyn, Mayfield, Moosic, Olyphant, Peckville, Richmondale, Simpson, Throop, Vandling, Whites Crossing, and Jessup, Lackawanna County, Pennsylvania, and charges for sanitary sewer service rendered to its customers based upon water consumption of those customers; and

WHEREAS, the Water Company is engaged in the business of providing water service to the general public in the same area, and has available to it the records necessary to compute the water consumption by the customers of the Authority who are also customers of the Water Company; and

WHEREAS, the Authority has requested the Water Company to furnish to the Authority certain information which will permit the Authority to compute and bill to its customers the charges for sanitary sewer service that have been established by the Authority; and

WHEREAS, the Water Company is willing to furnish the requested information to the Authority under and subject to the terms and conditions hereinafter set forth:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) paid by each party hereto to the other party, the receipt whereof is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the parties hereto, each intending to be legally bound by the terms hereof, do covenant and agree as follows:

1. The Water Company hereby agrees to furnish to the Authority the name, mailing address, service address, route number and account number of every Water Company customer located in the Boroughs of Archbald, Blakely, Browndale, Carbondale, Childs, Dickson City, Forrest City, Jermyn, Mayfield, Moosic, Olyphant, Peckville, Richmondale, Simpson, Throop, Vandling, Whites Crossing, and Jessup who is also a sewer customer of the Authority. Such information shall be furnished to the Authority promptly after such sewer customers are designated by the Authority.

2. The Water Company further agrees to furnish to the Authority by the fifteenth (15th) of the month following the month in which the Water Company mails out its bills for each water service billing period, the following information with respect to each of the designated customers:

- (a) Route and Account Number
- (b) Date of current meter readings
- (c) Water usage for the billing period (stated in gallons)

3. The Water Company further agrees to furnish to the Authority (a) the information listed in Section 2 above, for all interim period bills such as final bills and (b) information with respect to all adjustments which the Water Company may make in its bills after it has furnished the information listed in Section 2 above, to the Authority.

4. For any month in which the Authority obtains water consumption data from the Water Company, the Authority agrees to pay the Water Company for water consumption data at the rate of five cents (\$0.05) per unit; provided, however, that the minimum bill for any month shall be Fifteen (\$15.00) Dollars. It is understood and agreed by the parties hereto that the word "unit" as used herein shall mean the specific current meter readings for each water customer. It is further understood and agreed that the Authority shall pay only once for the initial information listed in Section 1 above, but that the charges for the information listed in Section 2 and Section 3 above, shall be payable for each billing period.

5. It is understood and agreed by the parties hereto that the per unit rate of five cents (\$0.05) shall remain in effect through December 31, 2004. Thereafter, this rate shall be subject to adjustment for each succeeding calendar year, beginning January 1, 2005, based on changes in the All Cities Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor (BLI) using the month of December, 2004, as the base. The applicable rate for each year, beginning January 1, 2005, shall be computed by multiplying \$0.05 per item by a fraction, the numerator of which will be the difference in said index for December of the calendar year preceding that calendar year, and the same index for December, 2004, and the denominator of which will be the same index for December, 2004; provided, however, that the annual change in the rate shall never exceed \$0.02 in any one calendar year. In computing the applicable rate for each year, fractions shall be rounded to the nearest one-half cent. In the event that said index is discontinued at any time during the term hereof, the parties shall use the BLI index which replaces it, or another index mutually agreed upon by the parties.

6. The Water Company shall bill the Authority promptly for the information furnished and the Authority agrees to pay for such information within thirty (30) days after receipt of Water Company's invoice thereof.

7. In computing and furnishing the information requested by the Authority, the Water Company agrees to observe the same diligence, policy and procedure as is used by it

in computing its water service accounts, but the Water Company assumes no liability for errors in the computation or furnishing of the requested information.

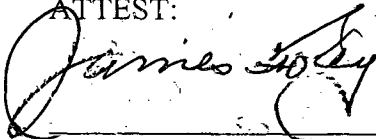
8. This Agreement shall continue in full force and effect for a term of one (1) year from the date entered into and from year to year thereafter, subject to cancellation by either party hereto by the giving of ninety (90) days' written notice to the other party.

9. This Agreement merges all previous negotiations between the parties hereto with respect to the subject matter covered hereby and supersedes any prior understandings or written or oral agreements between the parties. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

10. This Agreement shall become effective thirty (30) days after a copy hereof is filed with the Pennsylvania Public Utility Commission ("PUC"), provided that if the PUC institutes proceedings pursuant to Section 507 of the Public Utility Code (66 Pa. C.S.A. §507) this Agreement shall become effective on the day the PUC grants its approval.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their appropriate officers.

ATTEST:

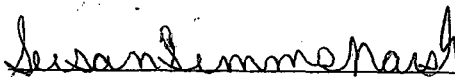
  
Secretary

(SEAL)

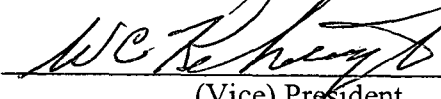
LACKAWANNA RIVER BASIN AUTHORITY

BY:   
Chairman

ATTEST:

  
Secretary  
(SEAL)

PENNSYLVANIA-AMERICAN WATER COMPANY

By:   
(Vice) President

TO: SANITATION AUTHORITY NAME  
REMIT  
ADD 1  
ADD2  
CITY STATE ZIP

AUTHORITY CONTACT NAME:  
AUTHORITY CONTACT TELEPHONE NUMBER:

**FILE LAYOUTS REQUIRED**

- 1) Usage Transactions ( )
- 2) Usage Transaction Periods ( )
- 3) Readings ( )
- 4) Account Changes (X) Automatic
- 5) Premise Changes (X) Automatic
- 6) Transmission Summary (X) Automatic.

**GENERAL USAGE DATA INFORMATION**

- 1) Daily ( )
- 2) Weekly ( )
- 3) Monthly ( )
- 4) Quarterly ( )

**TYPE OF MEDIA REQUESTED**

- 1) 3-1/2" HD Floppy ( )
- 2) Paper ( )
- 3) FTP (File Transfer) ( )

Please indicate location to forward Usage Data Information to:

**Forward to:** Name  
Address 1  
Address 2  
City State Zip Code

Information System Contact  
Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

**Pennsylvania American Water Company**  
**Scranton Sewer Operations -Montage Mountain**

Installation	Premise	Service Address	Acct Class	EDU	Total Consumption
7003305799	9240725888	2006 Robinson Close 20-F	Res	1	28
7003207368	9240702724	23 Kipling Dr LT 30	Res	1	20
7003289840	9240608601	5 Kipling Dr LT 39	Res	1	80
7002947298	9240275323	6 Alpine Dr	Res	1	58
7003218634	9240580404	602 Thackeray Close	Res	1	12
7003281543	9240743540	9 Steinbeck Dr	res	1	29
7003055791	9240365543	1 Beckett Cir	Res	1	51
7002931690	9240332377	1 Montage Mountai Rd	Non-Res	1	7
7002931714	9240332380	1 Montage Mountai Rd	Non-Res	1	28
7003137828	9240600761	1 Twain Close	Res	1	37
7003121499	9240677611	10 Beckett Cir LT 83	Res	1	34
7003114048	9240630350	10 DANTE CLOSE LT 70	Res	1	52
7002995575	9240309510	10 Ed Preate Dr	Non-Res	1	139
7003095106	9240611701	10 Kipling Dr LT 17	Res	1	29
7003336318	9240626012	10 Twain Close	Res	1	32
7003263166	9240624114	1001 Tennyson Close 10 A	Res	1	7
7003263175	9240624115	1002 Tennyson Close 10 B	Res	1	9
7003263184	9240624116	1003 Tennyson Close 10 C	Res	1	89
7003263193	9240624117	1004 Tennyson Close 10 D	Res	1	24
7003212986	9240580388	101 Thackeray Close	Res	1	12
7002943649	9240313121	102 EmeReson Close	Res	1	23
7002943680	9240313124	102 Longfellow Close	Res	1	64
7003212995	9240580389	102 Thackeray Close	Res	1	14
7003266066	9240707723	103 EmeReson Close LT 62	Res	1	115
7002935961	9240313101	103 Longfellow Close	Res	1	18
7003218509	9240580390	103 Thackeray Close	Res	1	8
7003199684	9240699724	1035 Shoppes Blvd	Non-Res	1	4960
7003218517	9240580391	104 Thackeray Close	Res	1	20
7003055695	9240365531	106 EmeReson Close	Res	1	38
7003337635	9240709922	106 GLENMAURA DR	Res	1	48
7002943595	9240313115	107 EmeReson Close	Res	1	36
7002935986	9240313104	107 Longfellow Close	Res	1	40
7003432835	5000036420	11 Alpine Dr 11	Res	1	17
7002935978	9240313103	11 EmeReson Dr	Res	1	51
7003215261	9240610084	11 Kipling Dr LT 35	Res	1	31
7002943756	9240313132	110 EmeReson Close	Res	1	13
7003012195	9240365148	110 Glenmaura Dr	Res	1	42
7003310249	9240733638	110 Longfellow Close	Res	1	59
7003263202	9240624118	1101 Tennyson Close 11 A	Res	1	50
7003263210	9240624119	1102 Tennyson Close 11 B	Res	1	15
7003263219	9240624120	1103 Tennyson Close 11 C	Res	1	8
7003263228	9240624121	1104 Tennyson Close 11 D	Res	1	0
7003263236	9240624122	1105 Tennyson Close 11 E	Res	1	30
7003263244	9240624123	1106 Tennyson Close 11 F	Res	1	31
7002943658	9240313122	111 EmeReson Close	Res	1	9

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Installation	Premise	Service Address	Acct Class	EDU	Total Consumption
7002943545	9240313109	113 Glenmaura Dr	Res	1	22
7002935970	9240313102	114 EmeReson Close	Res	1	58
7002943632	9240313119	115 Longfellow Close	Res	1	60
7002890015	9240366398	118 EmeReson Close Cir CL	Res	1	38
7003233253	9240686848	118 Longfellow Close	Res	1	149
7002943604	9240313116	119 Glenmaura Dr	Res	1	28
7002996031	9240275702	12 Alpine Dr	Res	1	25
7003094853	9240627904	12 Kipling Dr LT 16	Res	1	55
7003263253	9240624124	1201 Tennyson Close 12 A	Res	1	8
7003263262	9240624125	1202 Tennyson Close 12 B	Res	1	5
7003263271	9240624126	1203 Tennyson Close 12 C	Res	1	20
7003263280	9240624127	1204 TENNYSON CLOSE 12 D	Res	1	46
7002943570	9240313112	129 Glenmaura Dr	Res	1	68
7002961930	9240275461	13 Alpine Dr	Res	1	32
7003093861	9240630180	1301 Verne Close 13 A	Res	1	48
7003093870	9240630181	1302 Verne Close 13 B	Res	1	1
7003093879	9240630182	1303 Verne Close 13 C	Res	1	37
7003093888	9240630183	1304 Verne Close 13 D	Res	1	30
7002943707	9240313127	133 Glenmaura Dr	Res	1	0
7003084862	9240365821	14 Beckett Close Cir LT-84	Res	1	31
7003163587	9240621833	14 KIPLING DR LT 15	Res	1	154
7003093911	9240630185	1401 Verne Close	Res	1	7
7003093919	9240630186	1402 Verne Close 14 B	Res	1	36
7003093999	9240630197	1403 Verne Close 14 C	Res	1	45
7003100504	9240630198	1404 Verne Close 14 D	Res	1	0
7002943553	9240313110	15 EmeReson Dr	Res	1	17
7003253005	9240692981	15 Kipling Dr LT 34	Res	1	28
7003189245	9240684327	15 Radcliffe Dr	Non-Res	1	421
7003092214	9240365863	15 Steinbeck Dr	Res	1	6
7003221970	9240678159	1501 Verne Close	Res	1	33
7003221974	9240678160	1502 Verne Close	Res	1	26
7003221982	9240678161	1503 Verne Close	Res	1	52
7003221991	9240678162	1504 Verne Close	Res	1	39
7002864573	9240321384	16 Alpine Dr	Res	1	21
7002952263	9240308999	16 Glenmaura Natl Blvd	Non-Res	1	2887
7003092153	9240365855	16 KIPLING DR	Res	1	40
7002780400	9240309832	16 Montage Rd	Non-Res	1	226
7003151239	9240699402	1601 Robinson Close LT 16A	Res	1	27
7003151230	9240699401	1602 Robinson Close LT 16B	Res	1	18
7003151224	9240699400	1603 Robinson Close LT 16C	Res	1	14
7003151215	9240699399	1604 Robinson Close LT 16D	Res	1	32
7002947283	9240275320	17 Alpine Dr Montage Area	Res	1	4
7003382666	9240728986	17 Kipling Dr	res	1	35
7003027365	9240580893	18 Kipling Dr	Res	1	60
7002943669	9240313123	19 EmeReson Dr	Res	1	26

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Installation	Premise	Service Address	Acct Class	EDU	Total Consumption
7003356577	9240744402	19 Radcliffe Dr LOT19 A-5	Non-Res	1	2090
7003332642	9240750386	1901 Robinson Close 19A	Res	1	14
7003439396	5000041854	1902 Robinson Close 19-B	Res	1	30
7003305685	9240725876	1903 Robinson Close 19-A	Res	1	8
7003305693	9240725877	1904 Robinson Close 19-B	Res	1	16
7003305704	9240725878	1905 Robinson Close 19-C	Res	1	34
7003305723	9240725880	1906 Robinson Close 19-D	Res	1	41
7003213090	9240590538	2 Twain Close	Res	1	86
7002969313	9240275558	20 Alpine Dr	Res	1	50
7002931741	9240332383	200 Montage Mountai Rd	Non-Res	1	34
7003305732	9240725881	2001 Robinson Close 20-A	Res	1	16
7003305751	9240725883	2002 Robinson Close 20-B	Res	1	19
7003305770	9240725885	2003 Robinson Close 20-C	Res	1	47
7003305779	9240725886	2004 Robinson Close 20-D	Res	1	12
7003305789	9240725887	2005 Robinson Close 20-E	Res	1	20
7003227695	9240582387	201 Thackeray Close	Res	1	29
7002943734	9240313130	202 Glenmaura DR	Res	1	67
7002935994	9240313105	202 Salinger Close	Res	1	27
7003227703	9240582388	202 Thackeray Close	Res	1	32
7002847605	9240321274	203 Salinger Close	Res	1	14
7003227712	9240582389	203 Thackeray Close	Res	1	38
7003227721	9240582390	204 Thackeray Close	Res	1	87
7003180120	9240682222	205 Glenmaura Dr LT 22	Res	1	18
7002943514	9240313106	206 Salinger Close	Res	1	124
7002943689	9240313125	207 Salinger Close	Res	1	59
7002943523	9240313107	208 Thoreau Dr	Res	1	35
7003162167	9240607359	209 Glenmaura Dr	Res	1	16
7002855965	9240321371	209 Thoreau Dr	Res	1	29
7002996015	9240275700	21 Alpine Dr	Non-Res	1	21
7003349314	9240677117	21 Kipling Dr LT 31	Res	1	43
7002847523	9240321255	21 Steinbeck Dr 10	Res	1	36
7002841279	9240365940	210 Glenmaura Dr 81	Res	1	68
7002931789	9240332388	210 Montage Mountai Rd	Non-Res	1	61
7002943641	9240313120	210 Salinger Close	Res	1	64
7003340625	9240724532	2101 Robinson Close 21-A	Res	1	60
7003340649	9240724535	2102 Robinson Close 21-B	Res	1	3
7003340755	9240724549	2103 Robinson Close 21-C	Res	1	42
7003340763	9240724550	2104 Robinson Close 21-D	Res	1	0
7003374461	9240746836	212 Thoreau St LOT12	Res	1	55
7003313834	9240724220	214 Glenmaura Dr lot 80	Res	1	52
7003288422	9240678577	215 Salinger Close	Res	1	21
7002855984	9240321373	216 Thoreau Dr	Res	1	34
7002943613	9240313117	217 Thoreau Dr	Res	1	69
7003266109	9240620722	219 Salinger Close	res	1	27
7003166512	9240596910	220 Thoreau Dr LT 26	Res	1	64

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Installation	Premise	Service Address	Acct Class	EDU	Total Consumption
7003221903	9240725297	2201 Robinson Close 22-A	Res	1	2
7003221921	9240725299	2202 Robinson Close 22-B	Res	1	14
7003221946	9240725303	2203 Robinson Close 22-C	Res	1	27
7003221993	9240725308	2204 Robinson Close 22-D	Res	1	35
7003233575	9240725317	2205 Robinson Close 22-E	Res	1	79
7003233584	9240725318	2206 Robinson Close 22-F	Res	1	1
7002847515	9240321254	221 Thoreau Dr	Res	1	44
7003248636	9240599485	224 Thoreau Dr LT 15	Res	1	75
7003273999	9240608425	228 Thoreau Dr LT 24	Res	1	27
7002943535	9240313108	229 Thoreau Dr	Non-Res	1	93
7003151245	9240699403	2301 BROWNIN CLOSE LT 23A	Res	1	8
7003151252	9240699404	2302 BROWNIN CLOSE LT 23B	Res	1	18
7003151258	9240699405	2303 BROWNIN CLOSE LT 23C	Res	1	8
7003151266	9240699406	2304 Browning Close	Res	1	29
7003151274	9240699407	2305 BROWNIN CLOSE LT 23E	Res	1	27
7003151281	9240699408	2306 BROWNIN CLOSE LT 23F	Res	1	21
7002943725	9240313129	233 Thoreau Dr	Res	1	111
7002970230	9240309224	235 MONTAGE RD	Non-Res	1	2170
7002943716	9240313128	237 Thoreau Dr	Res	1	149
7002969224	9240275534	24 Alpine Dr	Res	1	92
7002943698	9240313126	24 EmeReson Dr	Res	1	104
7003151288	9240699409	2401 BROWNIN CLOSE LT 24A	Res	1	1
7003151295	9240699410	2402 BROWNIN CLOSE LT 24B	Res	1	4
7003151302	9240699411	2403 BROWNIN CLOSE LT 24C	Res	1	21
7003151309	9240699412	2404 BROWNIN CLOSE LT 24D	Res	1	32
7003151314	9240699413	2405 BROWNIN CLOSE LT 24E	Res	1	21
7003151322	9240699414	2406 BROWNIN CLOSE LT 24F	Res	1	22
7002947087	9240275295	25 Alpine Dr Montage Area	Res	1	53
7003106903	9240630319	25 Kipling Dr LT 29	Res	1	25
7002943622	9240313118	26 EmeReson Dr	Res	1	35
7003106939	9240630325	26 Kipling Dr LT 9	Res	1	34
7002975913	9240309327	26 Montage Mountai Rd	Non-Res	1	1
7003303066	9240737647	26 Radcliff Dr	non-Res	1	2200
7002943586	9240313114	27 EmeReson Dr	Res	1	8
7002947110	9240275298	28 Alpine Dr	Res	1	24
7003106922	9240630323	28 Kipling Dr LT 8	Res	1	47
7002969376	9240275584	29 Alpine Dr	Res	1	35
7003390338	9240732915	29 Kipling Dr LOT27	Res	1	42
7002864673	9240321395	29 Steinbeck Dr	Res	1	56
7002943578	9240313113	3 EmeReson Dr	Res	1	51
7003254013	9240711023	3 MONTAGE MOUNTAI RD	Non-Res	1	221
7002995557	9240309506	30 Ed Preate Dr	Non-Res	1	203
7002882508	9240366327	30 EmeReson Dr	Res	1	26
7003218526	9240580392	301 Thackeray Close	Res	1	32
7003215251	9240610082	302 Glenmaura Dr LT 79	Res	1	46

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Installation	Premise	Service Address	Acct Class	EDU	Total Consumption
7003218534	9240580393	302 Thackeray Close	Res	1	17
7003218543	9240580394	303 Thackeray Close	Res	1	28
7003218553	9240580395	304 Thackeray Close	Res	1	22
7003101767	9240627957	305 Glenmaura Dr LT 91	Res	1	179
7003218562	9240580396	305 Thackeray Close	Res	1	10
7003218572	9240580397	306 Thackeray Close	Res	1	44
7003027339	9240593644	307 Glenmaura Dr LT 90	Res	1	51
7003154298	9240594649	308 Glenmaura Dr LT #76	Res	1	104
7003126285	9240579360	309 Glenmaura Dr	Res	1	12
7003101775	9240627958	310 Glenmaura Dr LT 75	Res	1	20
7003086348	9240630113	311 Glenmaura Dr LT 88	Res	1	41
7003162155	9240607358	312 Glenmaura Dr LT 74	Res	1	34
7003298649	9240708042	314 GLENMAURA DR	Res	1	21
7003114040	9240630343	319 Glenmaura Dr LT 44	Res	1	2
7002969327	9240275563	32 Alpine Dr	Res	1	26
7003106966	9240630335	320 Glenmaura Dr LT 68	Res	1	6
7003114031	9240630341	321 Glenmaura Dr LT 45	Res	1	41
7003114018	9240630340	323 Glenmaura Dr LT 46	Res	1	35
7003240329	9240629244	324 Glenmaura Dr LT 66	Res	1	28
7003106993	9240630339	325 Glenmaura Dr LT 47	Res	1	79
7003041493	9240365445	33 Alpine Dr	Res	1	118
7002864716	9240321402	33 Steinbeck Dr	Res	1	35
7002931723	9240332381	330 Montage Mountai Rd	Non-Res	1	53
7002975738	9240309299	340 Montage Mountai Rd	Non-Res	1	166
7002855884	9240321361	38 EmeReson Dr	Res	1	30
7002847939	9240321311	38 Steinbeck Dr	Res	1	34
7003254007	9240711022	4 KIPLING DR LOT20	Res	1	266
7002931665	9240332374	400 Montage Mountai Rd	Non-Res	1	4
7003218670	9240580408	401 Thackeray Close	Res	1	43
7003218677	9240580409	402 Thackeray Close	Res	1	8
7003218688	9240580410	403 Thackeray Close	Res	1	15
7003218580	9240580398	404 Thackeray Close	Res	1	40
7003218696	9240580411	405 Thackeray Close	Res	1	13
7003218590	9240580399	406 Thackeray Close	Res	1	34
7002847960	9240321313	41 Steinbeck Dr	Res	1	32
7003132837	9240607138	44 Steinbeck Dr	Res	1	45
7002864540	9240321380	45 Steinbeck Dr	Res	1	16
7002847541	9240321258	49 Steinbeck Dr	Res	1	24
7003084647	9240365792	5 Beckett Close Lot 86	Res	1	40
7003158059	9240682056	5 Radcliffe Dr	Non-Res	1	434
7003055703	9240365532	5 Steinbeck Dr	Res	1	0
7003218598	9240580400	501 Thackeray Close	Res	1	23
7003218608	9240580401	502 Thackeray Close	Res	1	33
7003218616	9240580402	503 Thackeray Close	Res	1	12
7003218625	9240580403	504 Thackeray Close	Res	1	11

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Installation	Premise	Service Address	Acct Class	EDU	Total Consumption
7002855865	9240321359	53 Steinbeck Dr	Res	1	32
7002864564	9240321383	56 Steinbeck Dr	Res	1	8
7003481531	5000060126	57 Kipling Dr	Res	1	21
7003246643	9240580635	57 Steinbeck Dr	Res	1	73
7002841227	9240365934	6 Beckett Close Cir LT-82	Res	1	38
7003240200	9240597590	6 Kipling Dr LT 19	Res	1	50
7003253013	9240692982	6 Radcliffe Dr	Non-Res	1	295
7002943564	9240313111	6 Twain Close	Res	1	22
7003027236	9240580876	601 Thackeray Close	Res	1	59
7003218642	9240580405	603 Thackeray Close	Res	1	9
7003218659	9240580407	604 Thackeray Close	Res	1	13
7002943747	9240313131	7 EmeReson Dr	Res	1	41
7003180380	9240682248	7 Kipling Dr LT 38	Res	1	32
7003227580	9240582375	701 O'Henry Close 7 A	Res	1	38
7003227589	9240582376	702 O'Henry Close 7 B	Res	1	19
7003227598	9240582377	703 O'Henry Close 7 C	Res	1	26
7003227607	9240582378	704 O'HENRY CLOSE 7 D	Res	1	33
7002913685	9240366625	72 Montage Mountai Rd	Non-Res	1	13
7003189215	9240684323	8 Kipling Dr	Res	1	99
7003174465	9240710501	8 TWAIN CLOSE	Res	1	54
7003227617	9240582379	801 O'Henry Close 8 A	Res	1	29
7003227627	9240582380	802 O'Henry Close 8 B	Res	1	23
7003227636	9240582381	803 O'Henry Close 8 C	Res	1	16
7003227645	9240582382	804 O'Henry Close 8 D	Res	1	29
7002938623	9240308806	899 Davis St	Non-Res	1	70
7002945775	9240308914	899 Davis St	Non-Res	1	0
7003246672	9240580638	9 Beckett Cir	Res	1	55
7003217233	9240599219	9 Kipling Dr LT 37	Res	1	112
7003227665	9240582384	901 O'Henry Close 9 A	Res	1	41
7003227655	9240582383	902 O'Henry Close 9 B	Res	1	20
7003227675	9240582385	903 O'Henry Close 9 C	Res	1	1
7003227685	9240582386	904 O'Henry Close 9 D	Res	1	40
7003056288	9240581074	99 Glenmaura Nat Blvd	Non-Res	1	190
7003297519	9240741840	EmeReson Dr LOT51	res	1	26
					25674