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VIA eFiling

August 12, 2026

Matthew L. Homsher, Secretary
Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

**Re: Pennsylvania Public Utility Commission v. Pennsylvania-American Water Company
Docket Nos. R-2025-3057983 and R-2025-3058051
(Utility Code: 230073)**

Dear Secretary Homsher:

On July 31, 2026, Pennsylvania-American Water Company filed Supplement No. 69 to Tariff Wastewater PA P.U.C No. 16. This tariff supplement was filed with the Commission in compliance with the Commission's final Order entered in the Company's 2025 base rate filing.

The enclosed pages are being re-filed as replacement pages to revise ministerial errors at the request of the Commission staff.

As evidenced by the attached Certificate of Service, copies of the replacement pages are being served upon all active parties of record.

Thank you for your attention to this matter.

Sincerely,

Teresa K. Harrold

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Attachments

cc: Certificate of Service
Bureau of Technical Utility Services w/Attachments

**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: July 31, 2026

Effective: August 13, 2026

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

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

NOTICE

**This Tariff proposes increases in rates and changes in rules and regulations of service.
(Refer to pages 2-9, 11.1-11.11, 12, 12.1, 12.2, 14-14.4, 17, 18.1, 19, 19.1-19.5, 20, 21, 21.1, 22, 22.1-22.8, 25,
27, 31, 31.1, 34, 43, 44, 44.1, 48, 48.1, 51, 61, 64, 65, 66, 67, 80, 81, 83, 85, 86, 87, 91, and 94-102.)**

PENNSYLVANIA-AMERICAN WATER COMPANY

Canceling Fourth and Fifth Revised Page 3

LIST OF CHANGES (cont'd)

Pages 8-9 – Territories served is updated to create a separate Elizabeth District for the acquisition of Elizabeth Borough Municipal Authority (“Elizabeth”) service area and for changes in Rate Zones.

Page 11.5 – Rate Zone 1c (Foster) has been rolled into Rate Zone 1 Sanitary Sewer System (“SSS”) and repurposed as Rate Zone 1c Butler Area Sewer Authority (“Butler”).

Page 11.6 – Rate Zone 1d (Butler) has been repurposed as Rate Zone 1d (Sadsbury).

Page 11.7 – Rate Zone 1e (Sadsbury) has been repurposed as Rate Zone 1e (Farmington).

Page 11.8 – Rate Zone 1f (Farmington) has been repurposed as Rate Zone 1f (Manwalamink).

Page 11.9 – Rate Zone 1g (Manwalamink) is repurposed as Rate Zone 1g (CUPA).

Page 11.10 – Rate Zone 1h (Elizabeth Borough) is repurposed to Reserved Page for Future Use.

Page 11.11 – Rate Zone 1i (CUPA) is repurposed to Reserved Page for Future Use.

Page 12.2 – is now Rate Zone 2b (Elizabeth).

Pages 14-14.4 – The Company is modifying or adding to the A. Capacity Reservation Fee, C. Service Reconnection and Following Discontinuance Fee, and E. Wastewater Plant Hauled Waste Disposal Fee.

Page 18.1 – Applicability of the DSIC is modified to include customers of recent acquisitions.

Page 19 and 19.1 – Includes a description for a Rider DGS.

Page 19.2 and 19.3 – Includes a description for a Rider DIS.

Pages 19.4 and 19.5 – repurposed to Reserved Page for Future Use.

Pages 20-21, 21.1, 22, and 22.1-22.8 – The Company is adding the definition of Appliance, Black Water, Brown Grease, the Fat, Oil, and Grease (FOG), FOG Control Device, FOG Discharge Permit, FOG Interceptor, FOG Recycle Container, FOG Trap, FOG User, FOG/Grit Separator, Food Service Establishment, Grey Water, Petroleum Oil Establishment, and Yellow Grease.

Page 21 – The Company is modifying the definition of Best Management Practices.

Page 22 – The Company is modifying the definition of Equivalent Dwelling Units

Page 22.5 – The Company is modifying the definition of Prohibited Discharge Standards or Prohibited Discharges.

Pages 25, 27, 31, 31.1, 34, 43, 44, 44.1, 48, 48.1, 51, 61, 64-67, 80, 81, 83, 85-87, 91, 94-102 – The Company is modifying or adding rules and regulations associated with Section D.1., Customer Service Line; Section F.15, Commercial Customer Payment Arrangement; Section H, Line Extensions for Applicants other than Bona Fide Service Applicants; Section N Extension Deposit Agreement for Bona Fide Service Applicant; Section O, Special Utility Service; Section P, Grinder Pumps for Paint-Elk Wastewater; Section T, Wastewater Control and Industrial Pretreatment Regulations; Section V, Wastewater Control and Protection of Collection Systems; Section X, Fat, Oil, and Grease (FOG) Control; and Section Y, PAWC's Powers and Duties as Receiver.

PENNSYLVANIA-AMERICAN WATER COMPANY

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

PENNSYLVANIA-AMERICAN WATER COMPANY

Canceling Twentieth and Twenty-first Revised Page 8

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

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

Cumberland County. The Borough of New Cumberland.

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.

Northeastern Pennsylvania

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

Rate Zone 1 (SSS) and Rate Zone 1f (Manwalamink)

(C)

Monroe County. Portions of the Townships of Middle Smithfield, Smithfield, Stroud, and Pocono (Rate Zone 1g).

Pike County. Portions of Delaware and Lehman Townships (Rate Zone 1g).

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) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

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

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). (C)

Residential

Service Charge per month:	\$15.00	(I)
Usage Charge per 100 gallons:	\$3.4199	(I)

Non-Residential

Service Charge per month:	\$36.70	(I)
Usage Charge per 100 gallons:	\$2.4362	(I)

General Bulk Metered Usage

Service Charge per month:	\$36.70 (I)	(C)
Usage Charge per 100 gallons:	\$2.2770 (I)	

Special Rate Charges

Bulk Metered Usage – Caln Twp., V.A. Hospital and West Brandywine Twp.

Service Charge per month:	\$506.00 (I)
Usage Charge per 100 gallons:	\$1.7700 (I)

Cleveland-Cliffs Plate and Victory Brewing Company

Service Charge per month:	\$506.00 (I)
Usage Charge per 100 gallons:	\$1.7700 (I)

Borough of Saint Lawrence

Service Charge per month:	\$506.00 (I)
Usage Charge per 100 gallons:	\$0.7700 (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

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

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

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:

Service charge per month, per EDU:	\$36.70	(I)
Usage Charge per 100 gallons:	\$2.4362	(I)

Special Rate for Rainbow Washhouse, Inc.

Service charge per month	\$76.30	(I)
Usage Charge per 100 gallons:	\$0.4140	(I)

UNMETERED CHARGES

Flat rate per month		
Residential	\$135.00	(I)

Flat rate per month, per equivalent dwelling unit (EDU):		(C)
Non-Residential	\$166.00	(I) (C)

Special Rate Charges

Flat rate per month based on assumed sewage flows:

Knouse Foods:	\$9,622.00	(I) (C)
Strattanville Borough:	\$7,121.00	(I) (C)
Penn State Special Metals:	\$3,311.00	(I) (C)
PSC Metals:	\$1,281.00	(I) (C)
Ipsco Koppel Tubilers:	\$19,888.00	(I) (C)

Special conveyance-only rate for Butler Township: \$56 flat rate per EDU per month (I)(C)

(I) means Increase and (C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

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)

Residential

Service Charge per month:	\$15.00	(I)
Usage Charge per 100 gallons	\$2.1960	(I)

Non-Residential

Service Charge per month:	\$36.70	(I)
Usage Charge per 100 gallons	\$1.1330	(I)

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

Special Bulk Rate: (C)

Residential

Service Charge Per EDU	\$15.00	(I)
All Usage per 100 Gallons	\$2.0334	(I)
Flat Rate per Month:	\$80.00	(I)

Non-Residential

Service Charge Per EDU	\$36.70	(I)
All Usage per 100 Gallons	\$1.0890	(I)
Flat Rate per Month:	\$137.00	(I)

UNMETERED CHARGES

Residential

Flat Rate per Month:	\$105.00	(I)
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Non-Residential

Flat Rate per Month, per EDU:	\$149.00	(I)
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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 and (C) means Change

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.)

Residential

Minimum Charge per month		\$15.00	(I)
Usage Charge per 100 gallons per month	First 2,000 gallons	\$1.7345	(I)(C)
Usage Charge per 100 gallons per month	All over 2,000 gallons	\$3.4199	(I)

Non-Residential

Minimum Charge per month		\$36.70	(C)
Usage Charge per 100 gallons per month		\$2.4362	(I)

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.

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 and (C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

Canceling Sixth and Seventh Revised Page 11.5

SCHEDULE OF RATES

RATE ZONE 1c – METERED AND UNMETERED

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.

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

Residential

Service Charge per month:	\$20.00	(C)
Usage Charge per 100 gallons	\$1.6706	(D)(C)
		(I)(C)

Non-Residential

Service Charge per month:	\$36.70	(C)
Usage Charge per 100 gallons	\$1.2800	(C)(I)
		(C)(I)

UNMETERED CHARGES

Residential Flat rate per month,:	\$73.00	(C)
Non-Residential Flat rate per month, per EDU:	\$73.00	(I)
		(C)(I)

(C)

Special Rate for VA Hospital

Service Charge per month:	\$36.70	(C)
Usage Charge per 100 gallons	\$1.2800	(C)(I)
		(C)(I)

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

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

RATE ZONE 1d – UNMETERED

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

(C)

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

(C)

<u>Residential</u>	\$135.00	(C) (I)
<u>Non-Residential</u>	\$166.00 per EDU	(C)(I)

(I) means Increase and (C) means Change

SCHEDULE OF RATES

RATE ZONE 1f –METERED AND UNMETERED

APPLICABILITY

The rates under this schedule apply throughout the territories formerly served by Manwalamink Sewer Company, unless otherwise noted on the territories served page, 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 classes.

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

	Effective 6/26/2025	Effective 6/26/2027	(C)
A. <u>Residential</u>			
Service Charge per month:	\$16.92	\$15.00	(D)
<u>Non-Residential</u>			
Service Charge per month:	\$16.92	\$20.00	(I)
<u>Usage Charge per 100 gallons:</u>			
First 10,000 gallons per month	\$0.6590	\$1.1000	(I)
All Over 10,000 gallons per month	\$0.2530	\$0.4200	(I)
B. <u>Special Rate for Multiple Unit Billing:</u> Where there are multiple dwellings located in a single building served through a single meter, the bill will be computed as follows:			

Service Charge: Based on the actual number of units served through such meter.

Plus: Volume charge computed by dividing the metered volume by the number of units. The dollar amount for a unit is calculated on the above rates and multiplied by the number of units.

UNMETERED CHARGES

Applicable to **unmetered customers** and customers previously charged a flat rate by Manwalamink Sewer Company. (C)

	Effective 6/26/2025	Effective 6/26/2027	(C)
A. <u>Residential</u>			
Flat Rate per month:	\$44.80	\$67.20	(I)
B. <u>Non-Residential</u>			
Flat Rate per month:	\$58.00	\$87.00	(I)
C. Special Rate Charges for Large Commercial Users, Flat Rate per month			
1. Ridge Top Recreation Area Pool	\$124.29	\$186.00	(I)
2. River Village Recreational Area Pool	\$124.29	\$186.00	(I)
3. Sun Mountain Recreational Area Pool	\$124.29	\$186.00	(I)
4. Shawnee Mountain Ski Area	\$426.12	\$693.00	(I)

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

SCHEDULE OF RATES

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

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.

<u>Residential</u>		(C)
Service Charge per month:	\$20.00	(I)
Usage Charge per 100 gallons:	\$3.1650	(I)

<u>Non-Residential</u>		
Service Charge per month:	\$40.00	(I)
Usage Charge per 100 gallons:	\$2.4385	(I)

(C)

(C)

Special Rate Charges

Bulk Customers – Versailles, Elizabeth, Liberty, Glassport, Lincoln, North Versailles,
White Oak and East McKeesport

Usage Charge per 100 gallons: **\$1.7459** (I)

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 **\$123.00** per month.

(C)(I)

All flat rates will be billed monthly.

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

PENNSYLVANIA-AMERICAN WATER COMPANY

RATE ZONE 2b – METERED AND UNMETERED

(C)

APPLICABILITY

The rates as set forth below will apply throughout the territories formerly served by the Elizabeth Borough 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 Customer 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).

Residential

Service Charge per month:	\$20.00	(D)
Usage Charge per 100 gallons:	\$1.8900	(I)

Non-Residential

Service Charge per month:	\$40.00	(I)
Usage Charge per 100 gallons:	\$1.3400	(I)

Special Bulk Rates: Elizabeth Township

(C)

Service Charge per EDU per month:	\$49.00	(I)
Usage Charge per 100 gallons:	\$1.3400	(I)

Forward Township

Service Charge per EDU per month:	\$45.50	(I)
Usage Charge per 100 gallons:	\$1.3400	(I)

UNMETERED CHARGES

(C)

Special Rate Charge:

Forward Township will be billed a flat fee of \$55.50 per EDU per month for unmetered customers.

Lincoln Borough will be billed a flat fee of \$55.50 per EDU per month for unmetered customers.

(I) means Increase (C) means Change

SCHEDULE OF RATES

Miscellaneous Fees and Charges

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 **existing** treatment, pumping, and transmission, trunk and interceptor main capacity. (C)
1. Shared Service Lines: Each residential unit will, **including commercial accounts with residential units such as apartment units and mobile home parks**, 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. **By way of example, a 10-unit apartment building with one service line will be charged for 10 EDUs.** (C)
 2. Within the Company's service territory, no capacity reservation fee will be charged for any applicant for wastewater service **for existing residential or commercial structures which produce only residential strength wastewater.** (C)

Redevelopment Exemption: This exemption applies if a structure was an active wastewater customer with the Company within the 5 years preceding a new service request, but is part of a new land development or subdivision. The exemption allows the structure to be credited for the EDUs that were connected based on previous actual usage, if available, or an estimate determined by the Company. By way of example: An existing structure with an active commercial sewer customer discharging 10 EDUs of wastewater is being demolished and replaced with a 30-unit apartment building. In this example the new developer would be required to pay the net difference of 20 EDUs. (C)
 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 **after** the Planning Module is fully executed by the Company, the relevant municipality, and the Pennsylvania Department of Environmental Protection **but before the start of construction or a Main Extension Agreement is executed by the Company. For larger developments, the developer may enter into a Capacity Reservation Fee Agreement with the Company that will define the terms of payment of the Capacity Reservation Fee.** (C)
 4. For commercial customers that are not apartment buildings or mobile home parks and for industrial customers, the EDUs estimated wastewater flow per customer will be determined as defined in 52 Pa. Code Section 73.17. The EDUs will be calculated by dividing the estimated wastewater flow by a Pennsylvania Department of Environmental Protection-approved EDU value for a specific PAWC wastewater district, or if none has been established, a value of 250 gpd/EDU shall be utilized. The wastewater flow and total EDUs per customer are set forth in the Planning Module, 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 (C)

(C) means Change

SCHEDULE OF RATES

Miscellaneous Fees and Charges (cont'd)

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 paid for by the Capacity Reservation Fee, the customer will be required to pay any additional capacity reservation fees. (C)

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.
6. **For new customers within the Company's districts that rely on third party companies or municipalities for conveyance and treatment of the Company's customers' wastewater, the Company may have to incur costs from the third party for conveyance improvements and treatment improvements or capacity charges. Any charges from the third party shall be passed on to the new customer in addition to the Capacity Reservation Fee.** (C)
7. **For new customers within the Company's service territory that require specific upgrades or replacement to the Company's existing wastewater collection, conveyance, or treatment facilities to accommodate the new wastewater flow from the proposed customer(s), the new customer shall be responsible for the costs of the upgrades or replacement in addition to the Capacity Reservation Fee.** (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 **for existing residential or commercial structures which produce only residential strength wastewater.** (C)
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)

E. Wastewater Plant Hauled Waste Disposal Fee. (C)

The Fee to be paid by private contractors to the Company to dispose of **hauled** Wastes at the Company's wastewater treatment plants.

The following rates shall be charged to haulers who deliver **and discharge** waste:

All Rate Zones

Holding Tanks waste (including sampling and lab work), per gallon	\$0.023	(I)(C)
Septic tank waste (including sampling and lab work), per gallon	\$0.033	(I)(C)
Leachate waste (including sampling and lab work), per gallon. To be determined by source characteristics of the waste stream and costs of Tariff Section U	\$0.023 minimal	(I)(C)
Industrial Wastewater (including sampling and lab work), per gallon. To be determined by source characteristics of the waste stream and costs of Tariff section U	\$0.024 minimal	(I)(C)
Chemical Toilet waste , per gallon	\$0.033	(I)(C)
Brown Grease waste , per gallon	\$0.120	(I)(C)
Permit Fee (for a period of up to five years)	\$250	(I)(C)
Minimum Unloading/Dumping Fee	\$50	(C)

(I) means Increase and (C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

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 to bills rendered on and after the Effective Date shown on the bottom of this page. (I)

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

DEMAND BASED INDUSTRIAL SERVICE (DIS) RIDER (cont'd)

(C)

Change of Law Clause: The rate set forth in the Service Agreement shall be subject to a Change of Law Clause, during the original and any renewal terms of the Service Agreement, based upon the adoption, modification or change of interpretation of any applicable law or regulation that requires a material capital expenditure or a material operations and maintenance expense increase.

Filing with the Pennsylvania Public Utility Commission/Confidentiality: Service Agreements entered into between the Company and qualifying customers under this rider shall be filed with the Commission on a confidential basis within five (5) days of their execution and shall not be subject to disclosure except by Petition made to and granted by the Commission pursuant to 52 Pa. Code § 1.74 and the Commission's Order entered June 6, 1996 at Docket No. R-00943231. However, the Company shall provide copies of such Service Agreements to the Pennsylvania Office of Consumer Advocate ("OCA") and the Pennsylvania Office of Small Business Advocate ("OSBA") contemporaneously with their filing with the Commission, subject to the execution of Confidentiality Agreements by the OCA and the OSBA.

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

[Reserved Page for Future Use]

(C)

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

[Reserved Page for Future Use]

(C)

(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 the **“Developer Administrative Review Fee Agreement”** and the **“Main Extension Agreement”**. (C)

2. The Applicant will enter into the Developer Administrative Review Agreement with the Company prior to the design review and planning for the main extension. The Company will not require the agreement to be signed upon a new service inquiry if the Applicant is evaluating a property potential for service and will assist the Applicant with general information subject to detailed review. The Applicant shall upon execution of the agreement deposit with the Company a nonrefundable payment for the Developer Administrative Review Fee. If the design review and planning for the main extension includes a request for water service, Rule 23.1(B) of the Company’s Water Tariff will also apply in addition to the below fee schedule: (C)

<u>Development Size</u>	<u>Total Fee for Design Review and Planning</u>
2 EDUs or Less	\$500
3 to 10 EDUs	\$3,000
11 to 50 EDUs	\$10,000
51 to 100 EDUs	\$15,000
101 EDUs or more	\$20,000

3. Upon completion of the review and approval of the Applicant plans, the Applicant shall enter into a Main Extension Agreement prior to the commencement of construction of any Facilities that will eventually be owned and maintained by the Company. The Applicant shall upon execution of the agreement deposit a nonrefundable payment with the Company in an amount equal to 15% of the construction cost of the PAWC Facilities for the Engineering and Inspection of PAWC Facilities during the construction phase of the project. (C)

4. 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. (C)

5. Customer shall also pay a capacity reservation fee to the Company for each proposed equivalent dwelling unit. (C)

6. **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 Main Extension 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 Main Extension Agreement shall include a reasonable allowance for overhead costs and taxes as appropriate. (C)

7. **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. (C)

8. **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 **“Developer Administrative Review Fee Agreement”** and the **“Main Extension 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. (C)

(C) means Change

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.

(C)

(C) means Change

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.

(C)

2. Three years from the date of Closing, PAWC's obligation to operate and maintain the grinder pump units shall cease.

(C)

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.

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 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 [This subsection held for future use]

(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

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)

(C)

6.1 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.
- (f) **No person shall maliciously, willfully, or negligently break, damage, destroy uncover, deface, tamper with, or prevent access to any structure, appurtenance, equipment including monitoring equipment, or a part of the treatment works. Such action(s) shall constitute a violation of this tariff and can result in enforcement action up to and including termination of service.** **(C)**
- (g) **Any significant industrial user, and any other user that the Company deems, discharging industrial or other wastes into any sanitary sewer system or combined sewer system shall construct and maintain at their expense a suitable control manhole, or manholes, downstream from any treatment storage, or other approved works, to facilitate observation, measurement and sampling of all wastes, including domestic sewage, from the establishment. The control manhole or manholes shall be placed at suitable locations to provide safe access and representative sampling. The control manhole shall comply with applicable construction standards and specifications in accordance with the Company's requirements and shall be constructed and maintained in such a manner to enable the placement of sampling equipment and to enable the Company to perform monitoring activities. The control manhole shall be accessible to the Company or its representatives at all times for sampling and shall not be obstructed or located within secure areas such that the Company cannot gain unrestricted access. Sampling manholes and associated piping may be required to pass integrity testing prior to backfilling and the device being placed in service using the appropriate ASTM testing method approved by the Company. A minimum of 48-hours' notice shall be provided to the Company of the intent to perform any testing.** **(C)**

(C) means Change

RULES AND REGULATIONS

Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)

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 **or** any permit or compliance directive issued hereunder. **(C)**
- (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

RULES AND REGULATIONS

Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)

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. (C)
- (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)
- (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. (C)
- (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. (C)

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

RULES AND REGULATIONS

Section T- Wastewater Control and Industrial Pretreatment Regulations (cont'd)

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: (C)
- (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. (C)

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

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission:

v.

Pennsylvania-American Water Company

:
:
:
:
:

Docket Nos. R-2025-3057983 (Water)
R-2025-3058051 (Wastewater)

CERTIFICATE OF SERVICE

I hereby certify and affirm that I have this day served a true and correct copy of Pennsylvania-American Water Company's Supplement No. 69 to Tariff Wastewater PA P.U.C No. 16 replacement pages, on the following persons, in the manner specified below, in accordance with the requirements of 52 Pa. Code Section 1.54:

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