

Pennsylvania-American Water Company
Lehman Pike
(Hereinafter referred to as the "Company")

D/B/A

Pennsylvania American Water

RATES, RULES AND REGULATIONS
GOVERNING THE PROVISION OF WASTEWATER
COLLECTION TREATMENT AND/OR DISPOSAL SERVICE
TO THE PUBLIC IN PORTIONS OF
LEHMAN TOWNSHIP, PIKE COUNTY AND
MIDDLE SMITHFIELD TOWNSHIP AND PORTIONS OF
SMITHFIELD AND STROUD TOWNSHIPS, MONROE COUNTY

ALL IN THE COMMONWEALTH OF PENNSYLVANIA

Issued: January 16, 2008

Effective: March 16, 2008

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LIST OF CHANGES

Changes

This tariff supplement adds a flat rate charge of \$21.56 for unmetered customers in the Lehman Pike service territory. The charge was calculated based on the Company's average monthly usage for a residential water customer of 4,500 gallons as filed in its last water rate filing at R-00072229.

Calculation of Flat Rate Charge for Lehman Pike

Service Charge	\$9.45
Usage Charge (45*.269)	\$12.11
Total	\$21.56

Indicates Increase, (D) Indicates Decrease, (C) Indicates Change

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RULES AND REGULATIONS

1. DEFINITIONS

Unless the context clearly indicates otherwise, the following words and phrases shall have the meanings assigned below whenever they are used throughout this Tariff.

Annual Line Extension Cost The Sum of a Company's additional annual Operating and maintenance costs, debt costs and depreciation charges associated with the construction, operation and maintenance of a line extension.

Annual Revenue (for line extension purposes) The Company's expected additional annual revenue from a line extension based on the Company's currently effective tariff rates and on the average annual usage of customers similar in nature and size to the bona fide service applicant.

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 Part III, Section A, of this tariff.

Availability Service Service that is reserved to be available to a customer upon request and installation of company's main to serve lot.

Bona Fide Service Applicant (for line extension purposes) A person or entity applying for wastewater service to an existing or proposed structure within the Company's certificated service territory for which a valid occupancy or building permit has been issued if the structure is either a primary residence of the applicant or a place of business. An applicant shall not be deemed a bona fide service applicant if:

- (a) applicant is requesting wastewater service to a building lot, subdivision or secondary residence;

- (b) the request for service is part of a plan for the development of a residential dwelling or subdivision; or
- (c) applicant is requesting special utility service.

Commercial Customer A customer who occupies a property that is used for commercial purposes.

Commission The Pennsylvania Public Utility Commission.

Company Pennsylvania-American Water Company.

Company Service Line The wastewater line from the collection facilities of the company which connects to the customer service line at the hypothetical or actual curb line or the actual property line.

Customer A person or entity who is an owner or occupant and who contracts with the Company for or who takes or receives wastewater collection, treatment and/or disposal service without a contract.

Customer Service Line The wastewater line extending from the end of the company service line or connection to the point of connection at the customer's premise.

Debt Costs The Company's additional annual cost of debt associated with financing a line extension investment based on the current debt ratio and weighted long-term debt cost rate for the Company or that of a comparable jurisdictional wastewater utility.

Depreciation Charges The Company's additional annual depreciation charges associated with a specific line extension investment to be made based on the current depreciation accrual rates for that Company or that of a comparable jurisdictional wastewater utility.

- Dwelling Unit** A structure or dwelling intended to be occupied
- Equivalent Dwelling Units(EDU)** For a commercial and/or industrial customer
The EDU is a measure based upon the estimated maximum daily wastewater flow for that type of business as calculated by the Department of Environmental Protection Regulation at 25 Pa. Code §73.17 divided by 250 gallons per day. 250 gallons per day is the typical Company estimated maximum daily wastewater flow from its current single-family unit.
- Garbage** The solid wastes from domestic cooking and dispensing of food, and from the handling and storage of produce.
- Grinder Pump** Any mechanical or powered device used to grind, macerate or fluidize garbage so that it can be discharged into the wastewater system of the Company.
- Line Extension**
(For Line Extension Purposes) An addition to the Company's main line which is necessary to serve the premises of a customer.
- 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.
- Meter** Any device supplied by the Company for the purpose of measuring water or wastewater consumption.
- 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.

Operating and Maintenance Costs (For Line Extension Purposes) The Company's average annual operating and maintenance costs associated with serving an additional customer, including customer accounting, billing, collections, water purchased, power purchased, chemicals, and other variable costs based on the current total Company level of such costs, as well as costs particular to the specific needs of that customer, such as line flushing.

Property A single lot or subdivided parcel of land to which sewage service is provided or which service is available to be provided upon request.

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.

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

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

Sanitary Sewer A sewer which carries sanitary wastewater and excludes storm, surface and ground water.

- Special Utility Service** Residential or business service which exceeds that required for ordinary residential purposes.
- Storm Sewer** A sewer which receives discharges from stormwater building sewers and/or carries off surface, subsurface, or stormwater from the buildings, ground, streets, or other areas, including street wash.
- Suspended Solids** Solids that either float on the surface of, or are in suspension in water, wastewater, or other liquids, and which are largely removable by filtration.
- Tariff** All of the service rates, rules and regulations issued by the Company, together with any supplements or revisions thereto, officially approved by the Commission and contained in this document.
- Toxic Substances** Any substance where gaseous, liquid or solid waste which, when discharged to a public sewer in sufficient quantities, will be detrimental to any biological wastewater treatment process, constitute a hazard to human beings or animals, inhibit aquatic life, or create a hazard to recreation in receiving waters of the effluent from a wastewater treatment plant, or as defined pursuant to PL 92-500 (Federal Water Pollution Control Act Amendments of 1972) or its amendments.

Usage Service

Service to a customer for the usage of the central sewer system for the disposal of sewage.

Wastes

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

Wastewater

A combination of the water-carried wastes from residences, together with such ground surface and storm water as may be present in sanitary sewers.

2. FILING, POSTING, AND EFFECT

2.1 A copy of this tariff comprising the Rates, Rules and Regulations governing the distribution of utility service by the Company is on file with the Commission and is posted and available for inspection at the Company's office. These rates, rules, and regulations are part of the contract with every customer, and every customer, by taking utility service, agrees to be bound hereby.

**3. APPLICATION PROCEDURE FOR SERVICE,
CHANGE IN CUSTOMER OR SERVICE, AND MAIN EXTENSIONS**

3.1 Apply for New Service: Before new service is provided by the Company, a prospective customer shall complete and submit to the Company a written application for service and service will be provided if the applicant satisfies the Commission regulations of 52 Pa. Code §§56.31-38 and compliance with this tariff.

3.2 Contract For Utility Service: The customer's application, if accepted by the Company, and these Rules and Regulations constitute the contract between the customer and the company; and each customer, by the taking of utility service, agrees to be bound thereby.

3.3 Customer's Duty to Notify Company of Change in Service: It shall be the obligation of each customer to provide the Company seven days' notice of changes in service that identifies the date for service to be changed, including discontinuation of service. If service is to be discontinued, then upon receipt of such notice the Company shall prepare and submit to the customer a final bill for the service to be discontinued.

3.4 Line Extensions:

1. Requests by Bona Fide Service Applicant: Upon request by a bona fide service applicant, the Company shall construct line extensions within its franchised territory consistent with the following directives:

- (a) Line extensions to bona fide service applicants shall be funded without customer advance where the annual revenue from the line extension will equal or exceed the company's annual line extension costs.
- (b) If the annual revenue from the line extension will not equal or exceed the Company's annual line extension costs, a bona fide service applicant must be required to provide a customer advance to the Company's cost of construction for the line extension. The Company's investment for the line extension shall be the portion of the total construction costs which generate annual line extension costs equal to annual revenue from the line extension. The customer advance amount shall be determined by subtracting the Company's investment for the line extension from the total construction costs.

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

X = [AR-OM] divided by [I+D]; and,
 AR = the Company's annual revenue
 OM = the Company' operating and maintenance costs
 I = the Company' current debt ratio multiplied by
 the Company's weighted long-term debt cost
 rate
 D = the Company's current depreciation accrual
 rate

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

- (a) When a customer advance is required of a service applicant and an additional customer or customers attach service lines to the line extension within ten (10) years, the Company shall refund a portion of the advance to the customer. Deposits made for additional facilities other than the line extensions are contributions in aid of construction and need not be refunded.
- (b) The Company will refund to the applicant, during a period of ten (10) years from the date of the extension deposit, a per-customer amount for each additional bona fide service applicant from 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 original deposit without interest, and provided that all or any part of the deposit not refunded within said ten (10) year period shall become the property of the Company and shall be treated as Contributions in Aid of Construction for ratemaking purposes. The per customer refund amount shall equal the Company's investment attributed to each bona fide applicant as calculated in the formula contained in Section 3.4, Rule 1, Subsection (c) of this tariff.
- (c) The Company shall require a customer to pay, in advance, a reasonable charge for service lines and equipment installed on private property for the exclusive use of the customer.

- (d) Special utility service shall mean residential or business service, which exceeds that required for ordinary residential purposes. Section 3.4, Rule 1 (a) through (c) of this tariff does not apply to special utility service. By way of illustration and not limitation, special utility service shall include: the installation of facilities such as oversized mains and booster pumps as necessary to provide adequate flows, or service to large commercial and industrial facilities. An otherwise bona fide applicant requesting service, which includes a "special utility service" component, is entitled to bona fide applicant status, including the corresponding Company contribution toward the costs to the line extension which do not meet the special utility service criteria.

3. Requirement For Extension Deposit Agreement: Where extension of facilities is not fully funded by the Company pursuant to Rule 2 of this Section, the execution by the applicant of an Extension Deposit Agreement for customer contribution or advance shall be a condition of extending the facilities. Upon notice that the Company is prepared and able to go forward with the work, the applicant will deposit with the Company the amount specified in the Extension Deposit Agreement.

4. Size of Main: The Company shall have the exclusive right to determine the type and size of mains to be installed and the other facilities required to render adequate service. 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 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 Extension Deposit Agreement shall include a reasonable allowance for overhead costs and taxes as appropriate.

5. Length of Extension: In determining the necessary length of an extension, the terminal point of such extension shall be at that point in the curb line, which is equidistant from the side property lines of the last lot for which service was requested. 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.

6. Cost True-Up: At the Conclusion of the main extension project there shall be a reconciliation of the actual costs incurred to the amount of extension deposit that has been paid by the customer. If the actual cost exceeds the deposit, the applicant shall be responsible for payment to the Company of the difference. If the deposit exceeds the actual cost, the Company shall refund the difference.

4. CUSTOMER'S DEPOSIT

4.1 Company's Right To Require Deposit: The Company, pursuant to Section 56.41, may require an applicant or customer to post a cash deposit equal to the estimated bill for a period of four months. For an existing customer the Company who has been delinquent in payment of any two consecutive bills or three or more bills within the proceeding twelve months or an applicant unable to satisfy the credit requirements for new service. The Company shall first provide a customer written notice of its intent to require a cash deposit if current and future bills are delinquent, and shall provide a notice that a deposit is required if payments remain delinquent after the first notice.

4.2 Company's Duty To Maintain Deposits: A deposit received by the Company shall be maintained and in accordance with Chapter 56, Title 52, of the Pa. Code and a customer, after written notification by Company that a deposit is required, may elect to pay the deposit in full within 21 days or up to three installments, with 50% due upon Company's notification that a deposit is required, 25% due thirty days after Company's notice and the 25% due sixty days after Company's notice. Interest at the rate authorized by the Commission regulation at 52 Pa. Code §56.57, shall be paid annually to the customer, or, at the option of either the Company or the customer, shall be applied to reduce bills for water service in lieu of a cash refund.

4.3 Company's Duty To Refund Deposit: The Company will refund to customer the deposit received from customer, plus interest upon a) customer's notice to discontinue service and after payment in full has been made for all service rendered, b) the customer's timely payment of undisputed bills for service in ten months out of the past twelve consecutive months, and is not currently delinquent.

5. SERVICE CONNECTIONS

5.1 Company Shall Establish All Connections To Its Lines: The Company shall make all connections to its mains and will furnish, install and maintain all service lines from the main to customer's property line, which shall be the property of the Company and be accessible to and under its control at all times.

5.2 Company Shall Inspect All Installations of Customer's Service Line: All customer service lines from the curb to the real property shall be of pipe approved by the Company, and kept in good repair at the expense of the customer. The Company shall be notified of the installation of the customer's service line and shall require an inspection of the installation prior to its enclosure at a fee of \$10 per visit that shall be paid at time of customer's request for usage service. Customer's service line shall be kept in good repair at the customer's expense and be subject to inspection at any reasonable time by the Company, or its representatives, and the customer shall grant the Company entry into and through the premises of the customer for purposes of inspecting the customer's service line.

5.3 Location: Customer service lines shall be laid consistent with sound engineering practices and in conformance with all governmental regulations and ordinances. Each property served shall be individually supplied through a separate service pipe from the sewer main, unless the Company approves some other arrangement because of special circumstances.

5.4 Customer's Duty To Maintain Customer's Service Line: All leaks in customer's service lines from the curb to, and in and upon, the customer's premises shall be promptly repaired. On customer's failure to make such repairs within a reasonable time, the Company may turn off water service to the property to prevent a public health hazard. The Company shall in no event be responsible for maintenance of, or for damage done by sewage escaping from, the service pipe; and the customer shall, at all times, comply with regulations and shall make any changes thereon required on account of change of grade, relocation of mains, or otherwise.

6. CUSTOMER'S DUTY TO INSTALL AND MAINTAIN GRINDER PUMP

Each customer shall be required to install and maintain a grinder pump that is compatible with connection to the Company's sewer system. The Company shall have the right to inspect the installation by a qualified contractor and operation of the customer's grinder pump as may be necessary to determine if it is operating properly. 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 customer and see recovery for any damage to Company's facilities caused by an improperly functioning grinder pump.

7. BILLING AND PAYMENT

7.1 Time of Rendering Bills: Bills for service shall be prepared and sent by the Company at least every three months for service in the past billing period.

7.2 Due Date: The due date for payment of bills shall be twenty (20) days from the date the bill is mailed, except that in the case of the United States Government, the Commonwealth of Pennsylvania, or the local municipalities or any department or institution thereof, the due date shall be thirty days from the date the bill is mailed. Payments mailed as evidence by the United States Post Office mark, on or previous to the end of the twenty-day or thirty-day period, will be deemed to be payment within such period.

7.3 Late Payment Charge: A late payment charge shall be assessed as provided by Rule 13 and shall be calculated on the overdue portion of the Customer's delinquent bill. Late payment charge shall be imposed when payments for service are received in person at the Company office or at the office of an authorized collection agent after the due date. Such penalties will be calculated each billing period thereafter only on the overdue portions of the bills.

7.4 Customer Responsible for Billings: The customer served by the Company shall be responsible to the Company for payment for service furnished to the property irrespective of any agreement between the customer and a third party, and the bill shall in all cases be rendered to the customer unless the Company is notified by said customer to render the bill to some other party acting in a formal capacity as an agent of the customer, in which case the customer shall nevertheless remain liable for the payment of all water bills.

7.5 Failure to Receive Bill: Failure to receive a bill will not exempt the customer from the terms of payment, or constitute a waiver of these Rules. Customer shall be responsible to notify the Company within fifteen (15) days of the end of any billing period if no bill has been received and the Company shall send a new bill to the customer upon such notice.

8. RESIDENTIAL SERVICE TERMINATION PROCEDURES

8.1 Grounds for Termination of Service: The Company has the right to terminate service for any of the following reasons:

- a) Nonpayment of an undisputed account
- b) Failure to post a cash deposit
- c) Unreasonable refusal to permit access to meters, service connections and other property of the utility for the purpose of maintenance, repair or meter reading
- d) Unauthorized use of the utility service
- e) Failure to comply with a material term of a settlement, payment agreement, or tariff provision
- f) Fraud or misrepresentation of identity for the purpose of obtaining utility service

8.2 Written Notice Of Termination: The Company shall mail or deliver written notice to the customer at least ten (10) days prior to the date of the proposed termination date. No notice of termination shall be based on a bill that the customer has disputed, oral or written, unless the dispute has been resolved.

8.3 Termination Dates: The termination date in the Company's notice shall not be a Friday, Saturday, Sunday, bank holiday and immediately preceding day, holiday observed by the Company or immediately preceding day, or holiday observed by the Commission or immediately preceding day.

8.4 Personal Notice Of Termination: The Company shall after the written notice personally contact the customer or a responsible adult occupant at least three (3) days prior to termination. If personal contact is made, then the Company shall explain to the customer the following: a) the reasons for the proposed termination, b) methods to avoid termination, including payment in full or scheduling payments as a settlement, c) the customer's right to file a dispute with the Company and an informal complaint with the Commission, and the dispute procedures, d) the duty of the customer to pay the portion of the bill not disputed, and e) the emergency medical procedures.

If no personal contact is made after an attempt, the Company shall follow the procedures set forth at 52 Pa. Code §§56.91-100.

8.5 Termination Procedures For Tenant Occupied Structure: The Company shall employ the procedures set forth at Sections 56.121-126 of the Commission's regulations to terminate residential service at a structure occupied by tenants.

8.6 Dispute Procedures: The Company shall consider a dispute any communication from the customer that disputes a determination that a deposit is required, the accuracy of the bill, or the identity of the customer. Upon receipt of a customer dispute, the Company shall investigate the matter and make a diligent attempt to negotiate a reasonable payment agreement or explain the basis for the bill, and send to the customer a written report that describes the dispute, states the Company's position, indicates that service will not be terminated pending completion of the dispute process, informs the customer that an informal complaint must be filed within ten (10) days of the mailing date of the report in order to preserve all rights, and explains the complaint process.

8.7 Emergency or Scheduled Interruptions: The Company may temporarily interrupt service; discontinue service without prior written notice; or terminate service within the purview of Subchapters D and E, Chapter 56, Title 52. Only the Company, through its proper agents, has the authority to turn off the water at any corporation stop or curb stop, or to disconnect or remove the meter in order to disrupt sewer service. As necessity may arise in the case of a line break, emergency or other unavoidable cause, the Company shall have the right to temporarily terminate service in order to make necessary repairs, connections, etc.; but the Company will use all reasonable and practicable measures to notify the customer in advance of such discontinuance of service. In such case the Company shall not be liable for any damage or inconvenience suffered by the customer, nor in any case for any claim against it at any time for interruption in service.

9. PROHIBITED DISCHARGES

9.1 Prohibited Discharges: No customer shall discharge or cause to be discharged any of the following described wastes or waters into the sewer system:

- (a) Roof drainage, surface water, or drainage from any cesspool or underground drainage field;
- (b) Any exhaust steam, gasoline, benzine, naptha, oils, tar, grease or other combustible gases or liquids or any garbage, offal or other solid or viscous substances which are capable of causing obstructions to the flow in any sewer or which would adversely effect the proper operation of the sewer system or the processes of the company's sewage treatment plant;
- (c) Any industrial wastes unless prior application has been made to and approved by the company;
- (d) Any sudden emptying of a tank, reservoir, swimming pool (in less than 72 hours) or other container or any other discharge in such quantity that may tax the capacity or otherwise adversely effect the operation of the company's sewage system or treatment plant; or,
- (e) Any sanitary sewage or other wastes having undesirable ranges or color, pH or biochemical oxygen demand, or containing any toxic substances in quantities sufficient constitute a hazard to humans or animals or to interfere with the processes of the sewage treatment plant or which will pass through such plant in a condition which will exceed state, federal or other requirements for the receiving stream.
- (f) Any wastewater that has not been processed through a properly operating grinder pump approved by the Company.

9.2 Damages: If a customer discharges any prohibited discharges that the operation of treatment system is destroyed or impaired, then the Company may impose consequential reasonable charges, included the recovery of any fines or assessments imposed upon a finding of a violation of the Clean Water Act or Clean Stream Act, associated with the restoration of the system to its condition prior to the unlawful discharge.

10. GENERAL LIABILITY FOR DAMAGES

10.1 The Company will undertake to use reasonable care and diligence in order to prevent and avoid disruptions in service, but it cannot and does not guarantee that such will not occur. In the event that such disruption does occur, damages are limited to the prorated rate charge associated with the disruption.

10.2 The Company shall in no event be liable for any loss or damage caused by reason of any break, leak, or other defect in customer's own service, line, grinder pump fixtures, or other installations.

10.3 The Company shall not be required to assume ownership, control, or maintenance responsibility for any mains or other pipes which were not installed by it, inspected by it, or which are not built to the Company's specifications.

11. Schedule of Rates Applicable to Lehman Pike (C)

Metered Rates

Customer Charges:

Applicable to All Customers:

<u>Meter Size</u>	<u>Monthly Charge</u>	<u>Quarterly Charge</u>
5/8"	\$9.45	\$ 28.35
3/4"	9.45	28.35
1"	15.75	47.25
1-1/2"	31.50	94.50
2"	50.40	151.20
3"	94.50	283.50
4"	157.50	472.50
6"	315.00	945.00

Residential Commodity Charge:

Per 1000 gallons of metered water usage \$2.69

Commercial Commodity Charge:

Per 1000 gallons of metered water usage \$2.96

Flat Rates

Residential Flat Rate of \$21.56 per month shall be billed to each unmetered customer. (C)

Residential Availability Charge of \$7.00 per month or \$21.00 per quarter shall be billed in arrears to each residential availability customer.

Late Payment Charge shall be charged to each customer who fails to pay the Company's bill in a timely manner as provided by this tariff. A late payment charge of 1.5% per month of the overdue amount shall be assessed in the Company's subsequent bill.

11.2 SCHEDULE OF RATES APPLICABLE TO BLUE MOUNTAIN LAKE (C)Customer Charges

All metered customers shall be subject to a monthly minimum charge, based on the size of the water meter required to render adequate service.

<u>Size of Meter</u>	<u>Monthly Charge</u>
5/8 inch	\$ 20.00
1 inch	20.00

Consumption Charges

The following rates shall apply per 100 gallons of water consumption.

	<u>Monthly</u>	
The First	2,667 gallons	minimum charge
Next	2,333 gallons	\$.175 per hundred
All over	5,000 gallons	\$.300 per hundred

11.3 SCHEDULE OF RATES APPLICABLE TO WINONA LAKES (C)

Flat Rates

Usage Charge: All lot owners with premises will pay a flat charge of \$27.33 per month.

Availability Charge: All lot owners without premises will pay a flat charge of \$15.00 per month.

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