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 MUNICIPALITES AND TERRITORIES LOCATED IN:

ADAMS COUNTY, ALLEGHENY COUNTY, BEAVER COUNTY, BERKS COUNTY,

CHESTER COUNTY, CLARION COUNTY, CUMBERLAND COUNTY, LACKAWANNA

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: June 20, 2024 **Effective: July 1, 2024**

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

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

NOTICE

This tariff supplement increases the Distribution System Improvement Charge.
(Refer to pages 2, 4, and 18.1.)

LIST OF CHANGES

This tariff supplement increases the Wastewater Distribution System Improvement Charge (DSIC) on page 18.1 (26th Revision) of the Company's tariff from 0.04% to 0.99%, effective July 1, 2024, in accordance with the Pennsylvania Public Utility Commission Order at Docket No. P-2014-2431005.

LIST OF CHANGES

[Intentionally blank]

TABLE OF CONTENTS

	Page Number		
Title Page	1	Supplement No. 51	(C)
List of Changes	2	Forty-second Revised Page	(C)
List of Changes (cont'd)	3	First Revised Page	
Table of Contents	4	Forty-second Revised Page	(C)
Table of Contents (cont'd)	5	Eighth Revised Page	
Table of Contents (cont'd)	6	Thirteenth Revised Page	
Table of Contents (cont'd)	7	Sixth Revised Page	
List of Territories Served	8	Seventeenth Revised Page	
List of Territories Served (cont'd)	9	Fifth Revised Page	
Reserved Page for Future Use	10	First Revised Page	
Schedule of Rates			
Rate Zone 1 – Metered and Unmetered	11.1	Seventh Revised Page	
Rate Zone 1 – Metered and Unmetered	11.2	Sixth Revised Page	
Rate Zone 2 – Metered (New Cumberland)	11.3	Fifth Revised Page	
Rate Zone 3 – Metered and Unmetered (Scranton)	11.4	Fourth Revised Page	
Rate Zone 4 – Metered and Unmetered (Kane)	11.5	Fourth Revised Page	
Rate Zone 5 – Metered and Unmetered (Valley)	11.6	Fourth Revised Page	
Rate Zone 6 – Metered and Unmetered (McKeesport)	11.7	Fourth Revised Page	
Rate Zone 6 – Metered and Unmetered (McKeesport)	11.8	Fourth Revised Page	
Rate Zone 7 – Metered (York)	11.9	Fourth Revised Page	
Rate Zone 8 – Unmetered (Foster)	11.10	Fourth Revised Page	
Rate Zone 9 – Metered and Unmetered (Royersford)	11.11	Fourth Revised Page	
Reserved Page for Future Use	11.12	Fifth Revised Page	
Reserved Page for Future Use	11.13	Third Revised Page	
Reserved Page for Future Use	11.14	First Revised Page	
Reserved Page for Future Use	11.15	First Revised Page	
Reserved Page for Future Use	11.16	First Revised Page	
Miscellaneous Fees and Charges	12	Third Revised Page	
Miscellaneous Fees and Charges (cont'd)	13	Third Revised Page	
Miscellaneous Fees and Charges (cont'd)	14	First Revised Page	
Miscellaneous Fees and Charges (cont'd)	15	Sixth Revised Page	
Miscellaneous Fees and Charges (cont'd)	15.1	First Revised Page	
Low-Income Rider – All Rate Zones – Residential	16	Fifth Revised Page	
State Tax Adjustment Surcharge (STAS)	17	Second Revised Page	
Distribution System Improvement Charge (DSIC)	18.1	Twenty-sixth Revised Page	(I)
DSIC (cont'd)	18.2	First Revised Page	
DSIC (cont'd)	18.3	Second Revised Page	
DSIC (cont'd)	18.4	First Revised Page	
Reserved Page for Future Use	19	Sixth Revised Page	

(C) means Change and (I) means Increase

TABLE OF CONTENTS

Rules and Regulations	Page Number		
Section A – Definitions	20	Third Revised Page	(C)
Definitions (cont'd)	21	Sixth Revised Page	(C)
Definitions (cont'd)	21.1	Fourth Revised Page	(C)
Reserved Page for Future Use	21.2	Second Revised Page	(C)
Definitions (cont'd)	22	Third Revised Page	(C)
Definitions (cont'd)	22.1	First Revised Page	(C)
Definitions (cont'd)	22.2	First Revised Page	(C)
Definitions (cont'd)	22.3	First Revised Page	(C)
Definitions (cont'd)	22.4	First Revised Page	(C)
Definitions (cont'd)	22.5	First Revised Page	(C)
Definitions (cont'd)	22.6	First Revised Page	(C)
Definitions (cont'd)	22.7	First Revised Page	(C)
Definitions (cont'd)	22.8	First Revised Page	(C)
Reserved Page for Future Use	23	Third Revised Page	(C)
Section B – The Wastewater Tariff	24	Second Revised Page	
Section C – Applications for Service	25	Third Revised Page	(C)
Applications for Service (cont'd)	26	Third Revised Page	(C)
Section D – Construction and Maintenance of Facilities	27	First Revised Page	
Construction and Maintenance of Facilities (cont'd)	28	First Revised Page	
Section E – Discontinuance, Termination and Restoration of Service	29	First Revised Page	
Discontinuance, Termination and Restoration of Service (cont'd)	30	Third Revised Page	(C)
Discontinuance, Termination and Restoration of Service (cont'd)	30.1	Second Revised Page	(C)
Section F – Billing and Collection	31	Fourth Revised Page	(C)
Billing and Collections (cont'd)	31.1	First Revised Page	(C)
Section G – Credit/Deposits	32	Third Revised Page	(C)
Credit/Deposits (cont'd)	33	Third Revised Page	
Credit/Deposits (cont'd)	33.1	Second Revised Page	(C)
Section H – Line Extensions	34	First Revised Page	
Section I – Service Continuity	35	Third Revised Page	(C)
Section J – Waivers	36	First Revised Page	
Section K – Amendment of Commission Regulations	36	First Revised Page	
Section L – Privilege to Investigate/Rights of Access	37	First Revised Page	
Section M – Main Extensions for Bona Fide Service Applicants	38	First Revised Page	
Main Extensions Bona Fide (cont'd)	39	First Revised Page	
Main Extensions Bona Fide (cont'd)	40	First Revised Page	
Main Extensions Bona Fide (cont'd)	41	First Revised Page	

(C) means Change

TABLE OF CONTENTS

Rules and Regulations (cont'd)	Page Number		
Section N – Extension Deposit Agreements for Bona Fide Service Applicants	42	First Revised Page	
Extension Deposit Agreements Bona Fide (cont'd)	43	First Revised Page	
Extension Deposit Agreements Bona Fide (cont'd)	44	First Revised Page	
Extension Deposit Agreements Bona Fide (cont'd)	45	First Revised Page	
Extension Deposit Agreements Bona Fide (cont'd)	46	First Revised Page	
Section O – Special Utility Service	47	First Revised Page	
Special Utility Service (cont'd)	48	First Revised Page	
Special Utility Service (cont'd)	49	First Revised Page	
Special Utility Service (cont'd)	50	First Revised Page	
Section P – Grinder Pumps for Paint Elk Wastewater	51	First Revised Page	
Section Q – Liability of Company (General)	52	First Revised Page	
Section R – Stormwater Connections to Sanitary or Combined Sewer Systems	53	Third Revised Page	(C)
Section S - Taxes on Deposits for Construction, Customer Advances and Contributions in Aid of Construction	54	Third Revised Page	(C)
Section T – Wastewater Control and Industrial Pretreatment Regulations	55	Third Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)	56	Third Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)	57	Fourth Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)	58	Third Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)	59	Third Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)	60	Sixth Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)	61	Sixth Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)	62	Sixth Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)	63	Second Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)	64	Second Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)	65	Second Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)	66	Second Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)	67	Second Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)	68	Second Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)	69	Second Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)	70	Second Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)	71	Second Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)	72	Second Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)	73	Second Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)	74	Second Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)	75	Second Revised Page	(C)

(C) means Change

TABLE OF CONTENTS

Rules and Regulations (cont'd)	Page Number		
Wastewater Control and IP Regulations (cont'd)….	76	Second Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)….	77	Second Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)….	78	Second Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)….	79	Second Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)….	80	First Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)….	81	First Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)….	82	First Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)….	83	First Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)….	84	First Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)….	85	First Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)….	86	First Revised Page	(C)
Wastewater Control and IP Regulations (cont'd)….	87	First Revised Page	(C)
Section U –Industrial Pretreatment Program – Pollutant Removal Costs……...	88	First Revised Page	(C)
IPP - Pollutant Removal Costs (cont'd)…….	89	First Revised Page	(C)
IPP - Pollutant Removal Costs (cont'd)…….	90	First Revised Page	(C)
Section V –Wastewater Control and Protection of Collection Systems……...	91	First Revised Page	(C)
Section W –Regulation of Waste Received from Other Jurisdictions……...	92	First Revised Page	(C)
Regulation of Waste from Other Jurisdictions (cont'd)….	93	First Revised Page	(C)

(C) means Change

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

Franklin District [language deleted] **(C)**
Adams County. Portions of the Townships of Franklin, Hamiltonban and Highland.

McEwensville District
Northumberland County. McEwensville Borough.

New Cumberland District – Rate Zone 2
Cumberland County. The Borough of New Cumberland.

Turbotville District [language deleted] **(C)**
Northumberland County. Portions of The Borough of Turbotville.

York District – Rate Zone 7 **(C)**
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
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 3
Lackawanna County. The City of Scranton and the Borough of Dunmore.

[Southeastern Pennsylvania Region moved to following page] **(C)**

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 [language deleted] **(C)**
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 (portions – Rate Zone 5), West Caln and West Sadsbury.

Exeter Sewer District [language deleted] **(C)**
Berks County. Portions of the Townships of Exeter, Alsace and Lower Alsace (and related points of bulk service interconnection).

Royersford District – Rate Zone 9 **(C)**
Montgomery County. Royersford Borough and portions of Upper Providence Township.

Upper Pottsgrove District [language deleted] **(C)**
Montgomery County. Portions of Upper Pottsgrove Township.
Berks County. A portion of Douglass Township.

Western Pennsylvania

Clarion District
Clarion County. Clarion Borough and portions of the Townships of Clarion and Monroe.

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

Kane District – Rate Zone 4
McKean County. Kane Borough **and portions of Wetmore Township**. **(C)**

Koppel District
Beaver County. Koppel Borough.

McKeesport District – Rate Zone 6
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.

THIS PAGE RESERVED FOR FUTURE USE

SCHEDULE OF RATES

RATE ZONE 1 – 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)
All metered customers shall be subject to a monthly service per equivalent dwelling unit (EDU).

A. Residential

Service Charge per month:	$14.30	(I)
Usage Charge per 100 gallons:	$2.8750	(I)

B. Commercial

Service Charge per month:	$35.00	(I)
Usage Charge per 100 gallons:	$2.1030	(I)

C. Industrial

Service Charge per month:	$35.00	(I)
Usage Charge per 100 gallons:	$2.1030	(I)

D. Municipal

Service Charge per month:	$35.00	(I)
Usage Charge per 100 gallons:	$2.1030	(I)

E. Special Rate Charges

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

Service Charge per month:	$415.00	(I)
Usage Charge per 100 gallons:	$1.4500	(I)

Cleveland-Cliffs Plate and Victory Brewing Company (C)

Service Charge per month:	$415.00	(I)
Usage Charge per 100 gallons:	$1.4000	(I)

Borough of Saint Lawrence (C)

Usage Charge per 100 gallons:	$0.4000	(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. (C)

(I) means Increase and (C) means Change

SCHEDULE OF RATES

RATE ZONE 1 – METERED AND UNMETERED

METERED CHARGES (cont'd) (C)

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 customers who elect the metered option: (D)

	Number of EDUs	**x**	**60%**	**x**	**per EDU rate**
Plus	**(Gallons per day / 250)**	**x**	**40%**	**x**	**per EDU rate**

Rate per EDU: $106 per month

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

A. Residential

Flat rate per month, per EDU:	$106.00

B. Commercial

Flat rate per month, per EDU:	$106.00

C. Special Rate Charges

Knouse Foods, flat rate per month:	$8,340.00
Strattanville Borough, flat rate per month:	$6,200.00
Penn State Special Metals, flat rate per month:	$2,870.00
PSC Metals, flat rate per month:	$1,110.00
Ipsco Koppel Tubilers, flat rate per month:	$17,240.00

(C) means Change and (D) means Decrease

SCHEDULE OF RATES

RATE ZONE 2 – METERED

APPLICABILITY

The rates as set forth below apply in the Borough of New Cumberland 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 all customers located in the Borough of New Cumberland.

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).

A. Residential

Service Charge per month:	$14.30	**(I)**
Usage Charge per 100 gallons:	$2.4500	**(I)**

B. Commercial

Service Charge per month:	$35.00	**(I)**
Usage Charge per 100 gallons:	$1.9000	**(I)**

C. Municipal

Service Charge per month:	$35.00	**(I)**
Usage Charge per 100 gallons:	$1.9000	**(I)**

(I) means Increase

SCHEDULE OF RATES

RATE ZONE 3 – METERED AND UNMETERED

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:	$19.50	
Usage Charge per 100 gallons:	$2.3510	**(I)**
Flat Rate	$95.00	**(I)**

B. Commercial – Apartments and Non-Residential Customers billed under the residential rate by Scranton Sewer Authority

Service Charge per month:	$35.00	**(I)**
Usage Charge per 100 gallons:	$1.7270	**(I)**

C. Commercial (Other than Customers in subsection (B) above), Industrial and Municipal

Service Charge per month:	$35.00	**(I)**
Usage Charge per 100 gallons:		
First 5,000 gallons per month	$1.7270	**(I)**
All Over 5,000 gallons per month	$1.7270	**(I)**

(I) means Increase

SCHEDULE OF RATES

RATE ZONE 4 – METERED AND UNMETERED

APPLICABILITY

The rates as set forth below will apply in the Kane service territory (former territory served by the Borough of Kane 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.

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.

A. 5/8" Meter Size

Service Charge per month:	$40.00	(D)
Usage Charge per 100 gallons:		
First 2,000 gallons per month	$2.1000	(I)
Next 8,000 gallons per month	$2.1000	(I)
Next 20,000 gallons per month	$1.8000	(I)
All over 30,000 gallons per month	$1.8000	(I)

B. Other Meter Sizes

Service Charge per month:	$100.00	(D)
Usage Charge per 100 gallons:		
First 2,000 gallons per month	$2.1000	(I)
Next 8,000 gallons per month	$2.1000	(I)
Next 20,000 gallons per month	$1.8000	(I)
All over 30,000 gallons per month	$1.8000	(I)

UNMETERED CHARGES

This charge is a flat fee of $110.00 **per month** for **all** customers not metered for water consumption. All flat rates will be billed monthly. **(I)(C)**

SCHEDULE OF RATES

RATE ZONE 5 – METERED AND UNMETERED

APPLICABILITY

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

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 service charge.

	Effective 11/19/2021	Effective 11/19/2023	(C)
Residential			
Service Charge per month:	$59.67	$14.30	(D)
Usage Charge 0-3400 gallons:	$0.0000	$2.8750	(I)
Usage Charge all over 3400 gallons per month:	$1.1200	$2.8750	(I)

	Effective 11/19/2021	Effective 11/19/2023	(C)
Non-Residential			
Service Charge per month:	$59.67	$35.00	(D)
Usage Charge 0-3400 gallons:	$0.0000	$2.1030	(I)
Usage Charge all over 3400 gallons per month:	$1.1200	$2.1030	(I)

	Effective 11/19/2021	Effective 11/19/2023	(C)
Special Rate for Westwood Fire Company			
Service Charge per month:	$0.00	$0.00	
Usage Charge 0-3400 gallons:	$0.0000	$2.1030	(I)
Usage Charge all over 3400 gallons per month:	$1.4000	$2.1030	(I)

	Effective 11/19/2021	Effective 11/19/2023	(C)
Special Rate for Rainbow Washhouse, Inc.			
Service charge per month	$73.33	$75.00	(I)(C)
First 2,000 gallons per month	Service Charge	Service Charge	(C)
All over 2,000 gallons per month	$0.207 per hundred	$0.2100 per hundred	(C)

UNMETERED CHARGES

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

	Effective 11/19/2021	Effective 11/19/2023	(C)
All Customer Classes			
Flat Rate per Month, per EDU:	$73.33	$106.00	(I)

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

SCHEDULE OF RATES

RATE ZONE 6 – 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.

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.

Rates Applicable to Customers in McKeesport, Duquesne, Dravosburg and West Mifflin:

A. Residential

Service Charge per month:	$14.30	**(I)**
Usage Charge per 100 gallons:	$2.8750	**(I)**

B. Commercial

Service Charge per month:	$35.00	**(I)**
Usage Charge per 100 gallons:	$2.1416	**(I)**

C. Industrial

Service Charge per month:	$35.00	**(I)**
Usage Charge per 100 gallons:	$2.1416	**(I)**

D. Municipal

Service Charge per month:	$35.00	**(I)**
Usage Charge per 100 gallons:	$2.1416	**(I)**

E. Special Rate Charges

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

Usage Charge per 100 gallons:	$1.6680	**(I)**
Flat Rate Account		
Per month, based on 6,000 gallons per month:	$86.00	**(I)**
Per quarter, based on 18,000 gallons per quarter:	$258.00	**(I)**

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.

(I) means Increase

SCHEDULE OF RATES

RATE ZONE 6 – METERED AND UNMETERED (Cont'd)

Rates Applicable to all customers in Port Vue:

Service Charge per month:	$14.30	**(I)**
Usage Charge per 100 gallons:	$2.8750	**(I)**

(I) means Increase

SCHEDULE OF RATES

RATE ZONE 7 – 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. **(C)**

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.)

		Effective 5/27/2022	Effective 5/27/2025	(C)
A. Residential				
Minimum Charge per month	0-2,000 gallons per month	$18.00	$18.00	
Usage Charge per 100 gallons	All over 2,000 gallons/month	$0.9370	$2.7375	**(I)**
B. Commercial/Municipal				
Minimum Charge per month	0-2,000 gallons per month	$18.00	$30.00	
Usage Charge per 100 gallons	All over 2,000 gallons per month	$0.9370	$1.6380	**(I)**
C. Industrial				
Usage Charge per 100 gallons:		$0.9370	$1.6380	**(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 deleted] **(C)**

(I) means Increase and **(C)** means Change

SCHEDULE OF RATES

RATE ZONE 8 – UNMETERED

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. **(C)**

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:

Effective Through 12/31/2024	Effective 1/01/2025	(C)
$85.00 per EDU	$106.00 per EDU	(I)

Special conveyance-only rate for Butler Township: $15 per EDU per month

(C) means Change and **(I)** means Increase

SCHEDULE OF RATES

RATE ZONE 9 – 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. **(C)**

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.

	Effective 5/25/2021	Effective 5/25/2023	(C)
All Customer Classes			
Service Charge per month:	$30.00	$48.00	**(I)**
Usage Charge per 100 gallons:			
First 3,000 gallons per month:	$0.0000	$0.0000	**(C)**
Next 2,400 gallons per month:	$0.0000	$0.9400	**(I)(C)**
All over 5,400 gallons per month:	$0.5615	$0.9400	**(I)(C)**

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.

	Effective 5/25/2021	Effective 5/25/2023	(C)
Residential			**(C)**
Flat Rate per Month, per EDU:	$43.50	$50.00	**(I)**
Non-Residential			**(C)**
Flat Rate per Month, per EDU:	$43.50	$67.00	**(I)**

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

SCHEDULE OF RATES

[intentionally blank] **(C)**

SCHEDULE OF RATES

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SCHEDULE OF RATES

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SCHEDULE OF RATES

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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 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 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.

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)**

(C) means Change

SCHEDULE OF RATES

Miscellaneous Fees and Charges (cont'd)

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:

[paragraph deleted] **(C)**

[paragraph deleted] **(C)**

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. **(C)**

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

SCHEDULE OF RATES

Miscellaneous Fees and Charges (cont'd)

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.

Size of Water Meter	
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.

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

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 McKeesport and Exeter Township)

%Solids	% Solids	Cost Per Gallon
	< = 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

Rate Zone 6 (McKeesport Area)

%Solids	Cost Per Gallon
< = 4%	$0.040
> 4%	$0.010 per % Solids

Rate Zone 1 (Exeter Township) (C)

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

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

Rate Zone 1 (Exeter Township) – cont'd **(C)**

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% lo 6.0%	$0.065
6.1% 10 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 12%	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

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

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 150% based on the Federal Poverty Level. **(C)**

RATE

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

Tier 1 (0%-50% of FPL):	**80%**	**(C)(D)**
Tier 2 (51%-100% of FPL):	**55%**	**(C)(D)**
Tier 3 (101%-150% of FPL):	**30%**	**(C)**

SCHEDULE OF RATES

STATE TAX ADJUSTMENT SURCHARGE

In addition to the net charges provided for in this Tariff, a surcharge of negative **(0.37%)** will apply **(D)**
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.

(D) means Decrease

SCHEDULE OF RATES

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE

In addition to the net charges provided for in this Tariff, a charge of **0.99**% will apply to bills rendered on or after the Effective Date shown on the bottom of this page. **(I)**

This charge applies to all Rate Zones

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.

(I) means Increase

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:

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

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)**

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

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 thespecific 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.

[Recoupment Surcharge eliminated] **(C)**

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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, 33 U.S.C. section 1251 et seq. **(C)**

2. Allowable Headworks Loading or AHL. The estimated maximum loading of a pollutant that can be 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. **(C)**

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. **(C)**

7. Bypass. The intentional diversion of wastewater from any portion of an industrial user's pretreatment facility through which the wastewater normally passes. **(C)**

8. **Capacity Reservation Fee:** A fee charged by the Company for the allocation of capacity on a per EDU basis. **(C)**

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. **(C)**

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. **(C)**

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. **(C)**

12. **Combined Sewer:** A sewage collection system which conveys both sanitary sewage and storm water flow.

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. **(C)**

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)**

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. 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. (C)

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)

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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. **(C)**

For **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**

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 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.

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.** **(C)**

[chart removed] **(C)**

28. Existing Source. Any source of discharge that is not a "New Source." **(C)**

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

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)

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 the number of "daily discharges" measured during that month. (C)

52. Monthly Average Limit. The highest allowable average of "daily discharges" over a calendar 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. (C)

53. National Pollutant Discharge Elimination System or NPDES. A system of discharge permits issued pursuant to Section 402 of the Act (33 USC § 1342). (C)

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:

a. The building, structure, facility, or installation is constructed at a site at which no other source is located: or

b. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

c. 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:

a. Begun, or caused to begin, as part of a continuous onsite construction program

(i) any placement, assembly, or installation of facilities or equipment; or

(ii) 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

b. 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.

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)**

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. (C)

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. (C)

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. (C)

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

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. [paragraph removed] **(C)**

73. **Sanitary Sewer:** A sewer which primarily carries sanitary wastewater, 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)

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.

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)

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)

THIS PAGE HELD FOR FUTURE USE (C)

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

1. **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 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 Company is not the provider of water (C) 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**. 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 **(C)**
   Sanitary Sewer or existing industrial[deleted] users which desire to commence operations of a new **(C)**
   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 **(C)**
   when deemed necessary.

2. **Change in Ownership or Tenancy:** A new application must be made to the Company upon any change in ownership where the owner of the property is the Customer, or upon any change in the identity of a lessee where the lessee of the property is the Customer. The Company shall have the right to discontinue or otherwise interrupt wastewater 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.** **(C)**

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.** **(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.

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:

Plumbing Fixture	Maximum Water Use
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.

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)**

RULES AND REGULATIONS

Section F - Billing and Collection

1. **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.

2. **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.

3. **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.

4. **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.

5. **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.

6. **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.

7. **Residential Customer Payment Arrangement:** **(C)**
A **residential** Customer must first contact the Company to request a payment arrangement. The 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)**

(C) means Change

RULES AND REGULATIONS

Section F - Billing and Collection (cont'd)

8. **Termination of Free Service Under Certain Contracts and Other Instruments:** Notwithstanding any 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: **(C)**

(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.

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 (C)**
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; (3) other **(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 (C)**
Applicant for service if the Customer or Applicant for service is confirmed to be income eligible for the Company's bill discount program.

(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.

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.

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)**

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.

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.

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.

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.

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.

RULES AND REGULATIONS

Section M – MAIN EXTENSIONS FOR BONA FIDE SERVICE APPLICANTS (cont'd)

(2) A residential 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 residential 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 residential 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.

(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
Subtotal	$238
Divided by	
Depreciation Rate (Mains Only) and Weighted Debt Costs	6.08%
Total	$3,914

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.

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.

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.

PENNSYLVANIA-AMERICAN WATER COMPANY

WITNESS:

_____ BY:_____

Title:_____

WITNESS: BONA FIDE SERVICE APPLICANT:

_____ _____

RULES AND REGULATIONS

Section N – EXTENSION DEPOSIT AGREEMENT FOR BONA FIDE SERVICE APPLICANT (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 sewer main(s) and other facilities therein described. It is, therefore, agreed and stipulated:

(a) Estimated Cost Main(s) $_____

(b) Estimated Cost of Other Facilities $_____

(c) Total $_____

(d) Company Contribution $_____

(e) Amount of Deposit $_____ (c) minus (d)

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

Dated:_____
Date

PENNSYLVANIA-AMERICAN WATER COMPANY

WITNESS:

_____ BY:_____

Title:_____

WITNESS: BONA FIDE SERVICE APPLICANT:

_____ _____

RULES AND REGULATIONS

Section N– EXTENSION DEPOSIT AGREEMENT FOR BONA FIDE SERVICE APPLICANT (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 sewer main(s) and other facilities therein described. It is, therefore, agreed and stipulated:

(a) Actual Cost of Main(s) $_____

(b) Actual Cost of Other Facilities $_____

(c) Total _____

(d) Company Contribution $_____

(e) Amount of Deposit $_____ (c) minus (d)

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

Dated:_____
Date

PENNSYLVANIA-AMERICAN WATER COMPANY

WITNESS:

_____ BY:_____

Title:_____

WITNESS: BONA FIDE SERVICE APPLICANT:

_____ _____

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.

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:

_____ _____

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:

_____ _____

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

PENNSYLVANIA-AMERICAN WATER COMPANY

WITNESS:

_____ BY:_____

Title:_____

WITNESS: APPLICANT:

_____ _____

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.

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.

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

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)**

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)**

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.

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)**

RULES AND REGULATIONS

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

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, 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 (BOD5, 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.

[paragraphs deleted] **(C)**

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)**

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)**

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)**

RULES AND REGULATIONS

[paragraphs deleted] **(C)**

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

(a) 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.

(b) 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).

(c) 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.

(d) 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.

(e) 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.

2.2 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.

2.3 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.

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.

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.

RULES AND REGULATIONS

[paragraphs deleted] **(C)**

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

(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.

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)

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)**

RULES AND REGULATIONS

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

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

(d) 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.

(e) 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.

(f) Users with the potential to discharge combustible or flammable substances may be required to install and maintain an approved combustible gas detection meter.

[paragraphs deleted] **(C)**

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)**

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.

RULES AND REGULATIONS

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

(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:

(viii) Involve the same or substantially similar types of operations;

(ix) Discharge the same type of wastes;

(x) Require the same effluent limitations;

(xi) Require the same or similar monitoring; and

(xii) In the opinion of the Company, be more appropriately controlled under a general permit than under individual wastewater discharge permits.

(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.

[paragraphs deleted] **(C)**

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 and 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)**

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.

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.

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.

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.

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.

RULES AND REGULATIONS

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.

RULES AND REGULATIONS

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

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 between the time when the initial sampling was conducted and the time when the user or receives the results of this sampling, or if the company has performed the sampling and analysis in lieu of the user.

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.

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.

RULES AND REGULATIONS

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

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 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.

(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:

RULES AND REGULATIONS

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

7 FEES AND CHARGES

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:

Analytical Procedure/Service	Cost
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 ($/lb.) x Total Quarterly Flow (MG) x 8.34 x Measured Pollutant Concentration (mg/L)]* ***minus*** *[Pollutant Removal Cost ($/lb.) x Total Quarterly Flow (MG) x 8.34 x 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. Totally Quarterly Flow shall be as measured by the user or the Company.

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 ($/lb.) x Total Quarterly Flow (MG) x 8.34 x Measured Pollutant Concentration (mg/L)]* ***minus*** *[Pollutant Removal Cost ($/lb.) x Total Permitted Quarterly Flow (MG) x 8.34 x Typical Domestic Pollutant Concentration (mg/L)]*

RULES AND REGULATIONS

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

(b) Excess Loading Fee: If, in any quarter, the loading of a pollutant for 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** **(C)** **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 <u>Administration</u>.

(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

RULES AND REGULATIONS

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.

RULES AND REGULATIONS

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.

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.

RULES AND REGULATIONS

Section U- Industrial Pretreatment Program - Pollutant Removal Costs **(C)**

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 = $0.20/lb.
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 **(C)** 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.

(C) means Change

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.

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.

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.

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.

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.