

**DEER HAVEN SEWER COMPANY
RATES, RULES AND REGULATIONS GOVERNING
THE PROVISION OF SEWER SERVICE TO THE PUBLIC
IN PORTIONS OF PALMYRA TOWNSHIP, PIKE COUNTY, PENNSYLVANIA**

ISSUED: May 26, 2011

EFFECTIVE: June 1, 2011

BY: Shmuel Shahar, CEO
Deer Haven, L.L.C.
865 Route 507
Greentown, PA 18426

**This Tariff Supplement No. 5 Increases Rates
Pursuant To The Opinion And Order
Entered On May 19, 2011 At Docket No. R-2010-2194577**

(SEE PAGE ONE)

LIST OF CHANGES

The following rate increases were approved by the Pennsylvania Public Utility Commission in an Opinion and Order entered on May 19, 2011 at Docket No. R-2010-2184577.

1. The unmetered flat rate charge for all residential customers is changing from \$39.70 per month to \$46.60 per month, which is an increase of 17.39%.
2. The unmetered flat rate charge for all commercial customers is changing from \$550.00 per month to \$46.60 per month, which is a decrease of 91.5%.

TABLE OF CONTENTS

Page No.

Title Page Supplement No. 5
List of Changes 3rd Revised Page No. 1
Table of Contents 3rd Revised Page No. 2

PART I

Schedule of Rates and Charges 3rd Revised Page No. 3

PART II

Definitions Original Page No. 6

PART III

Rules and Regulations

Section A Applications for Service Original Page No. 11
Section B Construction and Maintenance of Facilities Original Page No. 12
Section C Discontinuance, Termination and Restoration
of Service Original Page No. 13
Section D Billing and Collection Original Page No. 18
Section E Deposits Original Page No. 19
Section F Wastewater Control Regulations Original Page No. 21
Section G Line Extensions Original Page No. 25
Section H Industrial & Commercial Service Original Page No. 28

PART IV

Miscellaneous

Section A Service Continuity Original Page No. 30
Section B Waivers Original Page No. 30
Section C Amendment of Commission Regulations Original Page No. 31
Section D Privilege to Investigate/Rights of Access Original Page No. 31
Section E Rule Variance Original Page No. 31

PART I: SCHEDULE OF RATES AND CHARGES

Section A. Consumption Rates

1. Residential Customers:

Applicability: This rate shall apply to each single-family residential dwelling that is not located within a mobile home park (as defined below in connection with “Mobile Home Park Customers”).

Rate: Unmetered Flat Rate of \$46.60 per month.

(I)

2. Commercial Customers:

Applicability: This rate shall apply to Joseph O’Brien Realty and any new non-residential customers.

Rate: Unmetered Flat Rate of \$46.60 per month.

(D)

- (I) Increase
(D) Decrease

Section B. Construction Rates

The flat rate charge for sewage service provided for building construction purposes shall be \$99.00 per month for residential construction for each unit under construction, until construction is completed.

Section C. Returned Check Charge

A charge of \$35.00 will be assessed any time a check is presented to the Company for payment on an account and that check has been returned by the payor bank for any reason.

Section D. State Tax Adjustment Surcharge

In addition to the charges provided in this Tariff, a surcharge of 0.00% will apply to all charges for service rendered on or after the effective date of this Tariff.

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

- (a) Whenever any of the tax rates used in the calculation of the surcharge is changed;
- (b) Whenever the utility makes effective any increased or decreased rates; and
- (c) Annually, on the 31st day of March.

The above recalculation will be submitted to the Commission within ten (10) days after the occurrence of the event or date that occasions such recomputation. If the recomputed surcharge is less than the surcharge then in effect, the Company will, and if the recomputed surcharge is more than the surcharge 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 ten (10) days after filing.

Section E. Late Payment Charge

All amounts not paid when due shall accrue a late-payment charge at a rate not to exceed one and one-half percent (1.50%) per billing period, not to exceed eighteen percent (18%) per year when not paid as prescribed in this Tariff.

PART II: DEFINITIONS

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

1. Annual Line Extension Costs (For Line Extension Purposes): The sum of the Company's additional annual Operating and Maintenance Costs, Debt Costs and Depreciation Charges associated with the construction, operation and maintenance of the Line Extension.
2. Annual Revenue (For Line Extension Purposes): The Company's expected additional Annual Revenue from the Line Extension based on the Company's currently effective Tariff rates and on the average annual usage of Customers similar in nature and size to the Bona Fide Service Applicant.
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 Part III, Section A, of this Tariff.
4. Bona Fide Service Applicant (For Line Extension Purposes): A person or entity applying for wastewater service to an existing or proposed structure within the utility's certificated service territory for which a valid occupancy or building permit has been issued if the structure is either a primary residence of the Applicant or a place of business. An Applicant shall not be deemed a Bona Fide Service Applicant if:
 - (a) The Applicant is requesting wastewater service to a building lot, subdivision or a secondary residence;
 - (b) The request for service is part of a plan for the development of a residential dwelling or subdivision; or
 - (c) The Applicant is requesting Special Utility Service.
5. Commission: The Pennsylvania Public Utility Commission.

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6. Company: Deer Haven Sewer Company.
 7. Company Service Line: The wastewater collection lines and other facilities from the sewage treatment plant that connect to the Customer Service Line at the hypothetical or actual property line, including the control valve and valve box. The control valve and valve box determine the terminal point for the Company's responsibility for the street service connection.
 8. Customer: A person or entity who is an owner or occupant of a premises within the Company's service territory and who contracts with the Company for wastewater service.
 9. Customer Service Line: The wastewater line extending from the end of the Company Service Line or connection to the point of connection at the Customer's premise.
 10. Debt Costs (For Line Extension Purposes): The utility's additional annual cost of debt associated with financing the Line Extension investment based on the current debt ratio and weighted long-term debt cost rate for that utility or that of a comparable jurisdictional wastewater utility.
 11. Depreciation Charges (For Line Extension Purposes): The utility's additional annual Depreciation Charges associated with the specific Line Extension investment to be made based on the current depreciation accrual rates for the utility or that of a comparable jurisdictional wastewater utility.
 12. Dwelling Unit: A structure or dwelling intended to be occupied by one family.

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13. Garbage: The solid wastes from domestic cooking and dispensing of food, and from the handling and storage of produce.
 14. Grinder pump: Any mechanical or powered device used to grind, macerate or fluidize garbage so that it can be discharged into the wastewater system of the Company.
 15. Line Extension (For Line Extension Purposes): An addition to the Company's Main that is necessary to serve the premises of a Customer.
 16. Main: The pipe of a Public Utility system, excluding service connections, located in a public highway, street, alley or private right-of-way, which pipe is used in collecting and transporting wastewater.
 17. Non-Residential Service: Wastewater service supplied to a commercial or industrial facility, including a hotel or motel, to a mobile home or recreational vehicle park or multi-tenant residential building.
 18. Operating and Maintenance Costs (For Line Extension Purposes): The utility's average annual Operating and Maintenance Costs associated with serving an additional Customer, including customer accounting, billing, collections, power purchased, chemicals, and other variable costs based on the current total Company level of such costs, as well as costs particular to the specific needs of that Customer, such as line flushing.
 19. Public Utility: Persons or corporations owning or operating equipment or facilities in the Commonwealth for the collection, treatment, or disposal of sewage to or for the public for compensation.
 20. Regulatory Agency: Agencies, including but not limited to the Commission, the Pennsylvania Department of Environmental Protection (DEP), the U.S. Environmental Protection Agency (EPA), and the River Basin Commissions, which have authority over the operations of and/or discharges into and/or from the Company's treatment facilities.

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21. Residential Service: Wastewater service supplied to an individual single-family residential Dwelling Unit, mobile home park or recreational vehicle park or utility service supplied to a dwelling that includes service provided to a commercial establishment if concurrent service is provided to a residential dwelling attached thereto. Utility service provided to a hotel or motel or to a multi-tenant residential building is not considered Residential Service.
 22. Sanitary Sewer: A sewer that carries sanitary wastewater and excludes storm, surface and ground water.
 23. Special Utility Service: Residential or Non-Residential Service that exceeds that required for ordinary purposes. See additional clarification in Part III, Section G, Rule 2(d) of this Tariff.
 24. Storm Sewer: A sewer that receives discharges from storm water building sewers and/or carries off surface, subsurface, or storm water from the buildings, ground, streets, or other areas, including street wash.
 25. Suspended Solids: Solids that either float on the surface of, or are in suspension in water, wastewater, or other liquids, and that are largely removable by filtration.
 26. 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, as it may be supplemented.
 27. Toxic Substances: Any substances where gaseous, liquid or solid waste that, when discharged to a public sewer in sufficient quantities, will be detrimental to any biological wastewater treatment process, constitute a hazard to human beings or animals, inhibit aquatic life, or create a hazard to recreation in receiving waters of the effluent from a wastewater treatment plant, or as defined pursuant to PL 92-500 (Federal Water Pollution Control Act Amendments of 1972) or its amendments.

28. Wastes: Any liquid, gaseous, or solid substances or combination thereof that are discarded, leached, or spilled substances or combination thereof including sanitary wastewater but excluding storm water.
29. Wastewater: A combination of the water-carried wastes from buildings within the Company's service territory, together with such ground surface and storm water as may be present in sanitary sewers.

PART III: RULES AND REGULATIONS**Section A. Applications for Service**

1. Service Application Required: The Company may require applications for service to be completed in writing on a form provided by the Company and signed by the owner or occupant of the property.
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 service upon three (3) days notice if a new application has not been made and accepted as required above for the new Customer.
3. Acceptance of Application: An application for service shall be considered accepted by the Company only upon oral or written approval by the Company. The Company may provide service to an Applicant pending formal review and acceptance of the application.
4. Application Forms: Application forms can be obtained at the Company's local business office, presently located at 865 Route 507, Greentown, PA 18426.
5. Temporary Service: In the case of temporary service for short-term use, the Company may require the Customer to pay all costs of making the service connection and for its removal after the temporary service has been discontinued, or to pay a fixed amount in advance to cover such expenses. If the service connection is physically removed, the Customer shall receive a credit for reasonable salvage value.

Section B. 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, kind and depth of Customer Service Lines.
2. Customer's Responsibilities: All service lines, connections and fixtures furnished by the Customer shall be maintained by the Customer in good working order. All pipes or other facilities 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 fixture in or upon the Customer's premises must be repaired immediately by the Customer.
3. Right to Reject: The Company may refuse to connect with any piping system or furnish wastewater collection, treatment and/or disposal service through a service already connected if such system or service is not properly installed or maintained.
4. 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's Service Line, and that service line shall not serve any other Customer or premise. No additional attachment may be made to any Customer Service Line for any purpose without the express written approval of the Company.
5. Connection to Company Service Line: No connection shall be made to the Company's Service Line, nor any detachment made from it, except under the direction and control of the Company. All such connections shall be the property of the Company and shall be accessible to it and under its control. The Company will furnish, install and maintain all Company Service Lines from the collection main to the curb.

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

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

<u>Plumbing Fixture</u>	<u>Maximum Water Use</u>
Showerheads	2.5 gallons/minute @ 80-psi
Faucets	2.2 gallons/minute @ 60-psi
Water Closets	1.6 gallons/flush cycle
Urinals	1.0 gallons/flush cycle

(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.

Section C. 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 thirty (30) days notice to the Company, specifying the date on which service is to be discontinued. The Company may, in its sole discretion and for good cause, waive all or any portion of the thirty (30) day notice requirement. Such waiver shall be in writing.

In the absence of proper notice as set forth above, the Customer shall be responsible for all service rendered until the time the Company shall have actual or constructive notice of the Customer's intent to discontinue service. The Customer shall not connect or disconnect a Customer Service Line from any of the Company's Mains or Company Service Lines without the prior written consent of the Company. A Customer discontinuing service remains a Customer for purposes of paying turn-on fees pursuant to Rule 3 of this Section for a period of twelve (12) months.

- (b) Where a Customer requests turn-on of service within twelve (12) months of disconnection, the Customer shall be subject to monthly minimum billing for the period of disconnection.
2. Termination by Company: Service to a Customer may be terminated for good cause, including, but not limited to, the following:
- (a) The wastewater service provided to any Customer may be discontinued by the Company, after due notice, for failing to comply with the provisions of this Tariff. Service terminated for non-compliance with this Tariff will not again be turned on until satisfactory assurance is given to the Company that these rules and regulations will be complied with, and that all proper and necessary expenses incurred in discontinuing and restoring the wastewater service are paid in full by the Customer.
 - (b) If a bill tendered by the Company is not paid in accordance with the provisions of this Tariff, wastewater service may be discontinued by the Company only after compliance with presently effective regulations of the Pennsylvania Public Utility Commission.
 - (c) The Company will notify a Customer and discontinue wastewater service after giving notice as required, for any of the following actions by the Customer:
 - (i) Making an application for service that contains material misrepresentations.
 - (ii) Non-payment of an undisputed delinquent account.
 - (iii) Failure to comply with the material terms of a payment agreement.

- (iv) Failure to complete payment of a deposit, provide a guarantee of payment or establish credit.
- (v) Failure to repair leaks in the Customer Service Line or to other pipes or fixtures located between the curb, property line or utility connection to the point of consumption.
- (vi) Tampering with any service line, curb valve or valve box, or installing or maintaining any unauthorized connection.
- (vii) Failure to pay, when due, any charges accruing under this Tariff.
- (viii) 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 discontinue 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 it has ordered an existing violation on the property to be corrected and that such order has not been complied with.
- (ix) Material violation of any provision of this Tariff.

3. Notice of Termination of Service: Prior to terminating service under Rule 2 of this Section:

- (a) The Company will provide written notice of the termination to the Customer at least ten (10) days prior to the date of the proposed termination. The termination notice will remain effective for sixty (60) days.
- (b) The Company will attempt to contact the Customer or occupant, either in person or by telephone, to provide notice of the proposed termination at least three (3) days prior to the scheduled termination. Telephone contact will include attempted calls made to the residence or other dwelling at various times of the day on two (2) separate days between the hours of 7 a.m. and 9 p.m.

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- (c) Unless personal or telephone contact has been made with the Customer or responsible adult, the Company will, within forty-eight (48) hours of the scheduled date of termination, post a notice of the proposed termination at the service location.
- (d) 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.
4. Grounds for Immediate Termination:
- (a) The Company may immediately terminate service for any of the following actions by the Customer:
- (i) Unauthorized use of the service delivered on or about the affected dwelling.
 - (ii) Theft of service, which shall include taking service without having made a proper application for service or through activation or a bypass device that allows wastewater to be collected from the residence without the Company's knowledge.
 - (iii) Fraud or material misrepresentation of the Customer's identity for the purpose of obtaining service.
 - (iv) Tampering with Public Utility equipment.
 - (v) Violating provisions of this Tariff so as to endanger the safety of a person or the integrity of the Company's collection or treatment system.
- (b) Upon termination, the Company will make a good faith attempt to provide a post-termination notice to the Customer or a responsible person at the affected dwelling. In the case of a multi-unit dwelling, the Company will conspicuously post the notice at the dwelling, including in the common areas when possible.
5. Turn-on Charge: Whenever service is discontinued or terminated pursuant to Rule 2 or Rule 4 of this Section, re-establishment of service shall be permitted by the Company only upon the payment by the Customer of a turn-on charge and the curing of the problem that gave rise to the termination.
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6. Timing of Termination: The Company may terminate service for the reasons set forth in this Tariff, or in the Commission's regulations, from Monday through Thursday. The Company will not terminate service on a Friday, Saturday, Sunday or holiday, unless necessary due to an emergency or to prevent a danger to a person or the integrity of the Company's facilities.
7. Dishonorable Tender of Payment After Receiving Termination Notice: After the Company has provided the required written and telephone contact, service may be terminated without additional notice if a Customer:
 - (a) Tenders payment that is subsequently dishonored; or
 - (b) Tenders payment with an access device that is unauthorized, revoked or canceled.
8. Payment to Restore Service: The Company may require a Customer whose service was terminated for nonpayment of outstanding bills to pay the full amount owed before wastewater service will be restored to the Customer's premises. The Company also may require the Customer to pay a reconnect fee and/or a deposit in addition to the amount of the outstanding charges.
9. Temporary Vacancy of Premises: When a Customer premises will be temporarily unoccupied, the Customer shall notify the Company. When the premises is again occupied, the Customer shall again notify the Company. No refund or allowance will be made for unoccupied premises when notice, both at the time of vacancy and at the time of re-occupancy, has not been given as above provided. No refunds will be made if the Customer's premises is unoccupied for a period of less than one (1) month.
10. Damage Due to Vacancy of Premises: In cases of vacancy of a Customer's property, other than as stated in Rule 5 of this Section, the Customer shall notify the Company, in writing, of such vacancy. Failure to do so will make the Customer responsible for any damage done to the property of the Company or to the Customer's property during the period of such vacancy.

Section D. Billing and Collection

1. **Issuance of Bills:** The Company will bill each customer within fifteen (15) days of the last day of each billing period.
 2. **Billing Due Date:** The due date for payment of a bill for Non-Residential Service shall be no less than fifteen (15) days from the date of the bill's transmittal. The due date for payment of a bill for Residential Service shall be no less than twenty (20) days from the date of the bill's transmittal. If the last day for payment of a bill 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 for that bill 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.
 3. **Late Payment Charge:** All amounts not paid when due as prescribed by Rule 2 of this Section, shall accrue a late payment charge at the rate set forth in Part I, Section E of this Tariff.
 4. **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.
 5. **Application of Payment:** Utility bills rendered by the Company shall include only the amount due for wastewater service. Where a Customer remittance to the Company includes payment for any non-utility services, the amount paid will be applied first to pay all outstanding regulated utility charges.
 6. **Return Check Charges:** The Customer will be responsible for the payment of a charge for each time a check presented to the Company for payment on that Customer's utility bill is returned by the payor 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 charge is in addition to any charge that may be assessed against the Customer by the bank. The Company may refuse to accept check payments from a Customer who has presented two (2) returned checks in the preceding twelve (12) months.
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7. 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 in writing. The Customer is not obligated to pay the disputed portion of the bill 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 amounts received by the Company in excess of the amount determined to be due by the Company's investigation of the Customer's dispute shall first be applied to any charges owed by the Customer for service provided by the Company. Any remaining balance shall be refunded to the Customer with interest computed at one and one-half percent (1.50%) per month.

Section F. Deposits

1. Residential Customers:
- (a) New Applicants: The Company will provide service without requiring a deposit unless the Applicant was terminated for non-payment within the prior twelve (12) months or has an unpaid balance for prior service provided by the Company. The Company may also require a deposit if the Applicant fails to establish creditworthiness to the Company's satisfaction. The amount of the deposit will be based on an estimated average bill for one (1) billing period, plus the estimated bill for one (1) additional month's service. The amount of the deposit will not be more than one-sixth (1/6) of the actual annual bill for the dwelling at which service is being requested or provided for the prior twelve (12) months. If no actual usage for the dwelling is available, the average annual billing of two (2) similar dwellings in close proximity will be used.
- (b) Existing Customers: If a Customer has paid late on two (2) consecutive occasions, or a total of three (3) times within the prior twelve (12) month period, the Company may send a letter informing the Customer that a deposit may be required if another late payment is received within the next twelve (12) months. An existing Customer may be required to pay a deposit as a condition to having service restored after termination for non-payment or for failure to comply with a payment agreement. 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 service is discontinued and the final bill is paid in full or if the Customer has paid the bills for a twelve (12) month period after payment of the deposit without having been late on more than two (2) occasions and is not currently delinquent. Deposits from Residential Customers shall bear simple interest at the rate of the average of one-year Treasury Bills for September, October and November of the previous year, payable annually without deductions for taxes thereon unless otherwise required by law. The applicable interest rate shall become effective on January 1 of each year.

2. Non-Residential Customers:

- (a) New Applicants: A deposit may be required from any new Applicant who does not have prior satisfactory credit history with the Company. 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.
- (b) Existing Customers: Deposit requirements for existing Non-Residential Customers shall be as established for Residential Customers in Rule 1 of this Section.
- (c) Deposit Refunds and Interest: A deposit will be refunded if the Customer pays all bills on time over a twelve (12) month period or if service is disconnected and the final bill has been paid in full. There will be no interest paid on deposits for Non-residential accounts.

Section F. Wastewater Control Regulations1. General:

- (a) No storm water from pavements, area ways, roof runoff water, foundation drains, subsurface drains, water from springs, cooling water, basement sump pumps, unpolluted industrial or commercial process water or other sources shall be admitted into the Company wastewater mains.
- (b) The discharge of garbage to the sewer system is expressly prohibited. Properly shredded garbage may be discharged into the sewer system when expressly authorized by the Company.
- (c) This does not exclude or preclude pump-out of manholes by the Company or of manholes on plant premises which should be kept in dry or reasonably dry condition.

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

- (a) Wastes containing any gasoline, naphtha, fuel, oil or other liquids, solids or gases that, by reason of their nature or quality, may cause fire or explosion or be in any other way injurious to persons, the structures of the wastewater system or its operation.
 - (b) Wastes having a temperature in excess of 120 degrees F. or less than 20 degrees Fahrenheit.
 - (c) Washes having a pH lower than 6.0 or higher than 9.0 having any corrosive property capable of causing damage or hazards to structures, equipment or personnel of the wastewater system.
 - (d) Wastes containing any noxious or malodorous gas or substance that either singly or by interaction with sewage or other wastes is likely, in the opinion of the Company, to create a public nuisance or hazard to life or prevent entry to sewers for their maintenance and repair.
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- (e) Wastes containing ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, hair, chemical or paint residues, greases, paunch, manure, cotton, wool, plastic or other fibers, lime, slurry or any other solid or viscous material of such character or in such quantity as, in the opinion of the Company, may cause an obstruction to the flow in sewers or otherwise interfere with the proper operation of the sewer system.
- (f) Wastes containing insoluble, non-flocculent substances having a specific gravity in excess of 2.65.
- (g) Wastes containing soluble substances in such concentrations as to cause the specific gravity to be greater than 1.1.
- (h) Wastes containing any of the following substances in concentrations exceeding those shown in the following table as measured by an acceptable method:

<u>Substance</u>	<u>Maximum Permissible Concentration</u>
Phenolic Compounds, e.g.,	
As C ₆ H ₅ OH	1.00 mg/l
Cyanides as CN	0.00 mg/l
Cyanates as CNO	0.00 mg/l
C.B.O.D. (5 day)	300.00 mg/l
Iron as Fe	3.00 mg/l
Trivalent Chromium as CR plus three	0.05 mg/l
Hexavalent Chromium as CR. plus six	0.05 mg/l
Nickel as Ni	0.05 mg/l
Copper as Cu	0.50 mg/l
Lead as Pb	0.50 mg/l
Zinc as Zn	0.50 mg/l
Mercury as Hg	0.00 mg/l

- (i) Wastes containing other matter detrimental to the operation of a sewage treatment plant or sanitary sewers causing erosion, corrosion or deterioration in sewers, equipment and structures of a sanitary or sewage treatment plant.

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

3. Sampling and Analysis:

- (a) All measurements, tests and analysis of the characteristics of waters and wastes to which reference is made in these Rules and Regulations may be determined in accordance with 40 CFR Part 136.

- (b) All measurements, tests, inspections and/or analysis deemed by the Company to be necessary under this Section or any other part of the Rules and Regulations of the Company, shall be done by the Company or its agents, employees or contractors. If the measurements, tests, inspections and/or analysis determine that a Customer has created a situation that is in violation of any statute, ordinance, rule or regulation, then the Customer shall be required to pay all costs incurred in order to measure, test, inspect, analyze and remedy the situation. Otherwise, the costs involved are to be borne by the Company. Costs assessed against a Customer pursuant to this Rule shall be in addition to any other fees charged by the Company. The costs shall be payable within thirty (30) days of presentation of a bill for such costs by the Company to the Customer(s).
- (c) Where the Company deems it advisable, it may require any person discharging wastes to install and maintain, at his or her own expense, in a manner approved by the Company or its representative, a suitable device to continuously measure and record the pH of the wastes so discharged.
4. Disposal of Wastes From Septic Tanks and Cesspools: No person shall dispose of wastes from septic tanks, cesspools, or other such sources of sanitary sewage to the Company's wastewater system, except as designated by the Company.
5. Penalties: The Company reserves the right to disconnect wastewater service for violation of any provision of this Tariff, subject to the Public Utility Code or the Commission's Regulations.
6. Damage to System and Indemnification: In the event of any damage to the Company's wastewater system caused by a Customer, such damage shall be immediately reported to the Company and said Customer shall reimburse Company for the costs of such repairs.

Section G. Line Extensions

Whenever a developer, owner or occupant of a property within the service territory of the Company requests the Company to extend service to such property, the Company will extend service under the following conditions:

1. Requests by Bona Fide Service Applicant: Upon request by a Bona Fide Service Applicant, a utility shall construct Line Extensions within its franchised territory consistent with the following directives:

- (a) Line Extensions to Bona Fide Service Applicants shall be funded without Customer advance where the Annual Revenue from the Line Extension will equal or exceed the Company's Annual Line Extension Costs.
- (b) If the Annual Revenue from the Line Extension will not equal or exceed the Company's Annual Line Extension Costs, a Bona Fide Service Applicant may be required to provide a Customer advance to be applied to the Company's cost of construction of the Line Extension. The Company's investment for the Line Extension shall be the portion of the total construction costs that generate Annual Line Extension Costs equal to Annual Revenue from the Line Extension. The amount of the Customer advance shall be determined by subtracting the Company's investment for the Line Extension from the total construction costs.
- (c) The Company's investment for the Line Extension shall be based on the following formula, where X equals the Company's investment attributed to each Bona Fide Service Applicant:

$$\begin{aligned}
 X &= [AR - OM] \text{ divided by } [I + D] ; \text{ and,} \\
 AR &= \text{The Company's Annual Revenue} \\
 OM &= \text{The Company's Operating and Maintenance Costs} \\
 I &= \text{The Company's current debt ratio multiplied by the Company's} \\
 &\quad \text{weighted long-term debt cost rate} \\
 D &= \text{The Company's current depreciation accrual rate}
 \end{aligned}$$

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

- (a) When a Customer advance is required of an Applicant and an additional Customer or Customers attach service lines to the Line Extension within ten (10) years, the Company shall refund a portion of the advance to the Applicant. Deposits made for additional facilities other than the Line Extension, such as booster pumps, storage tanks and the like, are Contributions in Aid of Construction and need not be refunded.
- (b) The Company will refund to the Applicant, during a period of ten (10) years from the date of the extension deposit, a per Customer amount for each additional Bona Fide Service Applicant for whom a street service connection shall be directly attached to such Line Extension as distinguished from extensions or branches thereof. Provided, however, that the total amount refunded shall not exceed the original deposit, without interest, and provided that all or any part of the deposit not refunded within said ten (10) year period shall become the property of the Company and shall be treated as Contributions in Aid of Construction for ratemaking purposes. The per Customer refund amount shall equal the Company's investment attributed to each Bona Fide Service Applicant as calculated in the formula contained in this Tariff.
- (c) The Company shall require a Customer to pay, in advance, a reasonable charge for facilities and equipment installed on private property for the exclusive use of the Customer.
- (d) Special Utility Service shall mean Residential or Non-Residential Service that exceeds that required for ordinary residential purposes. Rules 1(a) and 1(b) of this Section G do not apply to Special Utility Service. By way of illustration and not limitation, Special Utility Service shall include: the installation of facilities such as oversized mains, booster pumps other facilities as necessary to provide adequate flows of wastewater to the Company's wastewater treatment plant or to meet specific wastewater service needs of a large Customer. An otherwise Bona Fide Service Applicant requesting service that includes a Special Utility Service component is entitled to Bona Fide Service Applicant status, including the corresponding Company contribution toward the costs of the Line Extension, that do not meet the Special Utility Service criteria.

3. Requirement for Extension Deposit Agreement: Where extension of facilities is not fully funded by the Company pursuant to Rule 1 of this Section, the execution by the Applicant of an Extension Deposit Agreement for Customer contributions or advances shall be a condition of extending the facilities. Upon notice that the Company is prepared and able to go forward with the work, the Applicant will deposit with the Company the amount specified in the Extension Deposit Agreement.

4. Size of Line: The Company shall have the exclusive right to determine the type and size of lines to be installed and the other facilities required to render adequate service. However, where the Company decides to install a pipe larger than necessary to render extension of adequate service to the Applicant, estimated or actual cost figures in the Extension Deposit Agreement shall include only the material and installation cost for a pipe the size of which is necessary to provide adequate service to the Applicant. Any incremental costs of a larger pipe will be the responsibility of the Company. All estimated or actual cost figures referred to in the Extension Deposit Agreement shall include a reasonable allowance for overhead costs and taxes, as appropriate.

5. Length of Extension: In determining the necessary length of a Line Extension, the terminal point of such extension shall be at that point in the curb line that is equidistant from the side property lines of the last lot for which wastewater service is requested. A Company service connection will be provided only for Customer Service Lines that extend at right angles from the curb line in a straight line to the premises to be served.

6. Cost True-up: At the conclusion of the Line Extension project, there shall be a reconciliation of the actual costs incurred to the amount of the Customer deposit that has been paid by the Customer. If the actual cost exceeds the deposit, the Applicant shall be responsible for payment to the Company of the difference. If the deposit exceeds the actual cost, the Company shall refund the difference, without interest.

Section H. Industrial and Commercial Service Limitations

1. Pretreatment: All industrial and commercial waste proposed for discharge into the Company's sewer system shall be studied to determine the degree of pretreatment, if any, necessary in order that the waste will not adversely affect the system or the sewage treatment facilities. The Company will have the authority to properly control any waste discharge into its sewage system by regulating the rate of any waste discharge into its sewer system, by requiring necessary pretreatment and by excluding certain waste, if necessary, to protect the integrity of the Company's system.

 2. Customer Limitations: Customers specifically agree that service applies exclusively for domestic/household sewage. If any Customer discharges industrial or commercial waste that:
 - (a) The existing wastewater treatment plant is unable to satisfactorily treat.
 - (b) Is not in compliance with discharge permit standards, disrupts the normal functioning of the existing wastewater treatment plant.
 - (c) Is more costly to treat than typical domestic wastewater.
 - (d) Requires the utilization of more wastewater treatment plant capacity per gallon of effluent than that required by average typical domestic wastewater, then the Customer shall provide, at the Customer's own expense, such primary treatment as may be necessary before such waste is discharged into the Company mains. No commercial or industrial waste, whether pretreated or not, may be discharged without prior written authorization from the Company.

 3. Company Limitations: The Company will not be liable for nor bound to increase wastewater treatment plant operations to accommodate industrial or commercial wastewater discharge.
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4. Specific dangers: In general, any waste will be considered harmful to the Company wastewater system if it may cause any of the following damaging effects:
- (a) Chemical reaction either directly or indirectly with the materials of construction of the system in such a manner as to impair the strength or durability of the sewer structures.
 - (b) Mechanical action that will destroy the sewer structures.
 - (c) Restriction of the hydraulic capacity of the sewer structures.
 - (d) Restriction of the normal inspection or maintenance of the sewer structures.
 - (e) Danger to public health and safety.
 - (f) Obnoxious condition contrary to public interest.

PART IV: MISCELLANEOUS**Section A. Service Continuity**

1. **Regularity of Service:** The Company may, at any time, disconnect the wastewater service in case of accident or for the purpose of making connections, alterations, repairs or changes, or for other reasons, and may restrict the use of the wastewater system for such purposes. The Company will, pursuant to the Commission Regulation at 52 Pa. Code §56.1 and as circumstances permit, notify customers to be affected by service interruptions.

2. **Liability for Service Interruptions:**
 - (a) **Limitation of Damages:** The Company's liability to a customer for any loss or damage from any excess or deficiency in the wastewater collection service due to any cause other than willful misconduct or negligence by the Company, its employees or agents, shall be limited to an amount no more than the customer charge or minimum bill for the period in question. The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in service, but cannot and does not guarantee that such will not occur.

 - (b) **Responsibility for Customer Facilities:** The Company shall not be liable for any loss or damage caused by reason of any break, leak, stoppage or other defect in a Customer's Service Line, pipes, joints, fixtures or other installations, except where the damage is a result of the negligence or willful misconduct of the Company, its employees or agents.

Section B. Waivers

The Company may, in its sole discretion, waive any of the Rules contained in this Tariff 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 C. Amendment of Commission Regulations

Whenever Commission Regulations in Title 52 of the Pennsylvania Code are duly amended in such a way as would produce an inconsistency between them 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.

Section D. 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 to the Company's wastewater system, for the purpose of examining and inspecting connections and fixtures, or for disconnecting service for any proper cause.

Section E. Rule Variance

No representative, employee or agent of the Company can vary the Rules and Regulations set forth in this Tariff, and no representative, employee or agent of the Company can bind the Company by any agreement or representation of such a waiver or variation except when authorized by the Company in writing.