

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

RATES, RULES AND REGULATIONS

GOVERNING THE FURNISHINGS OF

WASTEWATER COLLECTION AND DISPOSAL SERVICE

IN CERTAIN MUNICIPALITIES AND TERRITORIES LOCATED IN:

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

ALL IN THE COMMONWEALTH OF PENNSYLVANIA

Issued: November 14, 2025

Effective: January 13, 2026

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

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

NOTICE

**This tariff proposes increases in rates and changes in rules and regulations of service.
(Refer to pages 2-9, 11.1-11.9, 12, 12.1, 12.2, 14-14.4, 18.1, 19, 19.1-19.5, 20, 21, 21.1, 22, 22.1-22.8, 25, 27, 31,
31.1, 34, 43, 44, 44.1, 48, 48.1, 51, 61, 64, 65, 66, 67, 80, 81, 83, 85, 86, 87, 91, and 94-102.)**

LIST OF CHANGES

Increases/Decreases

This tariff provides for uniform rates by customer class for Rate Zone 1 (SSS), Rate Zone 1a (Royersford), Rate Zone 1b (York), Rate Zone 1c (Butler Area Sewer Authority), Rate Zone 1d (Sadsbury), Rate Zone 1e (Farmington), Rate Zone 1f (Manwalamink), Rate Zone 2 (CSS), Rate Zone 2a (Scranton), and Rate Zone 2b (Elizabeth Borough).

The Company is adding a Customer Assistance Program (CAP) Rider which will be initially set to 0.00. Please refer to pages 19.4 and 19.5.

The Company DSIC surcharge is decreased to 0.00%.

PENNSYLVANIA-AMERICAN WATER COMPANY

LIST OF CHANGES (cont'd)

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

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

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

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

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

Page 11.9 – Page 11.9 is being held for future use.

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

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

Page 18 – Applicability of the DSIC is modified to include customers of recent acquisitions.

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

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

Pages 19.4 and 19.5 – Includes a description and formula for the calculation of the Customer Assistance Program (CAP) Rider.

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

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

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

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

Pages 25, 27, 31, 31.1, 34, 43, 44, 44.1, 48, 48.1, 51, 61, 64-67, 80, 81, 83, 85-87, 91, 94-103 – The Company is modifying or adding rules and regulations associated with Section D.1., Customer Service Line; Section F.15, Commercial Customer Payment Arrangement; Section F.17, Deduct Adjustment; Section H, Line Extensions for Applicants other than Bona Fide Service Applicants; Section N Extension Deposit Agreement for Bona Fide Service Applicant; Section O, Special Utility Service; Section P, Grinder Pumps for Paint-Elk Wastewater; Section T, Wastewater Control and Industrial Pretreatment Regulations; Section V, Wastewater Control and Protection of Collection Systems; Section X, Fat, Oil, and Grease (FOG) Control; and Section Y, PAWC's Powers and Duties as Receiver.

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

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(C) means Change (I) means Increase

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(C) means Change

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(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

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 [Language deleted]

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

(C)

Franklin District

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

McEwensville District

Northumberland County. McEwensville Borough.

New Cumberland District

Cumberland County. The Borough of New Cumberland.

Turbotville District

Northumberland County. Portions of The Borough of Turbotville.

York District – Rate Zone 1b

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

Northeastern Pennsylvania

**Northeast District – Lehman Pike, Blue Mountain Lakes, Clean Treatment, and Delaware.
Rate Zone 1 (SSS) and Rate Zone 1f (Manwalamink)**

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

Pike County. Portions of Delaware and Lehman Townships.

(C)

Pocono District

Monroe County. A portion of Coolbaugh Township.

Scranton Sewer District – Rate Zone 2a

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

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

TERRITORIES SERVED (CONT'D)

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

Southeastern Pennsylvania

Coatesville District

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

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

(C)

Exeter Sewer District

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

Royersford District – Rate Zone 1a

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

Upper Pottsgrove District

Montgomery County. Portions of Upper Pottsgrove Township.

Berks County. A portion of Douglass Township.

Western Pennsylvania

Butler District – Rate Zone 1c

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

(C)

Clarion District

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

(C)

Claysville District

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

Elizabeth District – Rate Zone 2b

Allegheny County. Elizabeth Borough.

(C)

Kane District – Rate Zone 2

McKean County. Kane Borough and portions of Wetmore Township.

Koppel District

Beaver County. Koppel Borough.

McKeesport District – Rate Zone 2

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

Paint-Elk District

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

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

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

APPLICABILITY

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

AVAILABILITY

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

METERED CHARGES (Based on Water Usage or Sewage Flows, determined at PAWC’s discretion). (C)
[Language deleted]

<u>Residential</u>		
Service Charge per month:	\$20.00	(I)
Usage Charge per 100 gallons:	\$3.1446	(I)
<u>Non-Residential</u>		
Service Charge per month:	\$45.50	(I)
Usage Charge per 100 gallons:	\$2.3417	(I)
[Language deleted]		

E. Special Rate Charges

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

Service Charge per month:	\$456.50
Usage Charge per 100 gallons:	\$1.4900

Cleveland-Cliffs Plate and Victory Brewing Company

Service Charge per month:	\$456.50
Usage Charge per 100 gallons:	\$1.4800

Borough of Saint Lawrence

Service Charge per month:	\$456.50
Usage Charge per 100 gallons:	\$0.4120

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

(I) means Increase and (C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

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

METERED CHARGES (cont’d)

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

Special rate for Upper Pottsgrove customers who elect the metered option:

Service charge per month, per EDU:	\$45.50	(I)
Usage Charge per 100 gallons:	\$2.3417	(I)

Special Rate for Rainbow Washhouse, Inc.

Service charge per month	\$76.73	(I)
Usage Charge per 100 gallons:	\$0.2277	(I)

UNMETERED CHARGES [language deleted] (C)

A. Flat rate per month		
Residential	\$120.00	(I)

Flat rate per month, per equivalent dwelling unit (EDU):		(C)
Non-Residential	\$162.00	(I) (C)

Special Rate Charges

Flat rate per month based on assumed sewage flows: (C)

Knouse Foods:	\$8,683.00	(C)
Strattanville Borough:	\$6,865.00	(I) (C)
Penn State Special Metals:	\$2,988.00	(C)
PSC Metals:	\$1,156.00	(C)
Ipsco Koppel Tubilers:	\$17,948.00	(C)

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

(I) means Increase and (C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

RATE ZONE 1a – METERED AND UNMETERED

APPLICABILITY

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

AVAILABILITY

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

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

[Language deleted]

Residential

Service Charge per month:	\$20.00	(I)
Usage Charge per 100 gallons	\$2.0334	(I)

Non-Residential

Service Charge per month:	\$45.50	(I)
Usage Charge per 100 gallons	\$1.0890	(I)

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

UNMETERED CHARGES

[Language deleted] (C)

Residential

Flat Rate per Month [Language deleted]:	\$84.00	(I)
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Non-Residential

Flat Rate per Month, per EDU:	\$157.00	(I)
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Special Provision for Aqua Pennsylvania Wastewater customers in Limerick Township: the metered and unmetered rates above apply for “each user” in Limerick Township.

(I) means Increase and (C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

RATE ZONE 1b – METERED

APPLICABILITY

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

AVAILABILITY

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

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

[Deleted Language]

Residential

Minimum Charge per month		\$20.00	(I)
Usage Charge per 100 gallons per month	First 2,000 gallons	\$1.7345	(I)(C)
Usage Charge per 100 gallons per month	All over 2,000 gallons	\$3.1446	(I)

Non-Residential

Minimum Charge per month		\$45.50	(I)
Usage Charge per 100 gallons per month		\$2.3417	(I)

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

Special Rate Charges

(C)

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

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

(I) means Increase and (C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

RATE ZONE 1c – METERED AND UNMETERED

APPLICABILITY

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

AVAILABILITY

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

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

[Deleted language] (C)

Residential (C)

Service Charge per month: \$20.00 (D)(C)

Usage Charge per 100 gallons \$1.6058 (I)(C)

Non-Residential (C)

Service Charge per month: \$45.50 (C)(I)

Usage Charge per 100 gallons \$1.7705 (C)(I)

UNMETERED CHARGES [Deleted language] (C)

Residential Flat rate per month, [Deleted language]: \$70.00 (C)(I)

Non-Residential Flat rate per month, per EDU: \$55.00 (C)(I)

[Deleted language] (C)

Special Rate for VA Hospital (C)

Service Charge per month: \$45.50 (C)(I)

Usage Charge per 100 gallons \$1.6820 (C)(I)

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

SCHEDULE OF RATES

RATE ZONE 1e – METERED AND UNMETERED

(C)

APPLICABILITY

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

AVAILABILITY

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

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

Residential

Service Charge per month:	\$20.00	(I)
Usage Charge per 100 gallons	\$1.7345	(I)

Non-Residential

Service Charge per month:	\$53.50	(C)
Usage Charge per 100 gallons	\$1.5400	(I)

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

Residential

Flat rate per month:	\$74.00	(I)
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Non-Residential

Flat rate per month, per EDU:	\$74.00	(I)
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(I) means Increase and (C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

RATE ZONE 1f –METERED AND UNMETERED

APPLICABILITY

The rates under this schedule apply throughout the territories formerly served by Manwalamink Sewer Company, unless otherwise noted on the territories served page, service rendered on and after the Effective Date shown at the bottom of this page.

AVAILABILITY

The rates under this schedule are available to all classes.

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

Sewer Deduct Consumption does not apply to residential customers billed under this Schedule of Rates. (C)

	Effective <u>6/26/2025</u>	Effective <u>6/26/2027</u>	
A. <u>All Customer Classes</u>			(C)
Service Charge per month:	\$16.92	\$18.60	(I)
Usage Charge per 100 gallons:			
First 10,000 gallons per month	\$0.6590	\$0.7240	(I)
All Over 10,000 gallons per month	\$0.2530	\$0.2780	(I)
B. <u>Special Rate for Multiple Unit Billing:</u> Where there are multiple dwellings located in a single building served through a single meter, the bill will be computed as follows:			
Service Charge: Based on the actual number of units served through such meter.			
Plus: Volume charge computed by dividing the metered volume by the number of units. The dollar amount for a unit is calculated on the above rates and multiplied by the number of units.			

UNMETERED CHARGES

Applicable to **unmetered customers and** customers previously charged a flat rate by Manwalamink Sewer Compan. **[language deleted]** (C)

	Effective <u>6/26/2025</u>	Effective <u>6/26/2027</u>	
A. <u>Residential</u>			
Flat Rate per month:	\$44.80	\$49.20	(I)
B. <u>Commercial</u>			
Flat Rate per month:	\$58.00	\$63.75	(I)
C. <u>Special Rate Charges for Large Commercial Users, Flat Rate per month</u>			
1. Ridge Top Recreation Area Pool	\$124.29	\$136.70	(I)
2. River Village Recreational Area Pool	\$124.29	\$136.70	(I)
3. Sun Mountain Recreational Area Pool	\$124.29	\$136.70	(I)
4. Shawnee Mountain Ski Area	\$426.12	\$468.70	(I)

(I) means Increase and (C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

[intentionally blank]

(C)

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

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

APPLICABILITY

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

AVAILABILITY

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

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

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

<u>Residential</u>		(C)
Service Charge per month:	\$25.00	(I)
Usage Charge per 100 gallons:	\$3.1340	(I)

Non-Residential		
Service Charge per month:	\$50.00	(I)
Usage Charge per 100 gallons:	\$2.5700	(I)

(C)

[Deleted language] (C)

Special Rate Charges

Bulk Customers – Versailles, Elizabeth, Liberty, Glassport, Lincoln, North Versailles, White Oak and East McKeesport		
Usage Charge per 100 gallons:	\$1.6680	
Flat Rate Account		
Per month, based on 6,000 gallons per month:	\$86.00	
Per quarter, based on 18,000 gallons per quarter:	\$258.00	

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

UNMETERED CHARGES

This charge is a flat fee of **\$124.00** per month. (C)(I)
[language deleted] All flat rates will be billed monthly.

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

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

RATE ZONE 2a – COMBINED SEWER SYSTEM (“CSS”) 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).

Sewer Deduct Consumption does not apply to residential customers billed under this Schedule of Rates. (C)

A. Residential

Service Charge per month:	\$20.19	(I)
Usage Charge per 100 gallons:	\$2.6368	(I)
Flat Rate	\$105.00	(I)

B. Non-Residential

Service Charge per month:	\$40.38	(I)
Usage Charge per 100 gallons:	\$2.1525	(I)

(I) means Increase

PENNSYLVANIA-AMERICAN WATER COMPANY

RATE ZONE 2b – METERED AND UNMETERED

(C)

APPLICABILITY

The rates as set forth below will apply throughout the territories formerly served by the Elizabeth Borough Municipal Authority served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.

AVAILABILITY

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

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

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

Sewer Deduct Consumption does not apply to residential customers billed under this Schedule of Rates. **(C)**

Residential

Service Charge per month:	\$35.00	
Usage Charge per 100 gallons:	\$1.3412	(I)

Non-Residential

Service Charge per month:	\$45.50	(I)
Usage Charge per 100 gallons:	\$1.0400	(I)

UNMETERED CHARGES

[language deleted]

(C)

Special Rate Charge:

Forward Township will be billed a flat fee of \$37.75 per EDU per month for unmetered customers.

Lincoln Borough will be billed a flat fee of \$37.75 per EDU per month for unmetered customers.

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

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

Miscellaneous Fees and Charges

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

- A. Capacity Reservation Fee: A fee per EDU charged by the Company for the allocation of **existing** treatment, pumping, and transmission, trunk and interceptor main capacity. (C)
1. Shared Service Lines: Each residential unit will, **including commercial accounts with residential units such as apartment units and mobile home parks**, be treated separately for purposes of determining an applicable capacity reservation fee -- whether such residential unit is served by a single service line or shares a common service line with one or more other residential units. **By way of example, a 10-unit apartment building with one service line will be charged for 10 EDUs.** (C)
 2. Within the Company's service territory, no capacity reservation fee will be charged for any applicant for wastewater service **[language deleted] for existing residential or commercial structures which produce only residential strength wastewater.** (C)
- Redevelopment Exemption: This exemption applies if a structure was an active wastewater customer with the Company within the 5 years preceding a new service request, but is part of a new land development or subdivision. The exemption allows the structure to be credited for the EDUs that were connected based on previous actual usage, if available, or an estimate determined by the Company. By way of example: An existing structure with an active commercial sewer customer discharging 10 EDUs of wastewater is being demolished and replaced with a 30-unit apartment building. In this example the new developer would be required to pay the net difference of 20 EDUs.** (C)
3. Within the Company's service territory or for any future development, a capacity fee of \$4,000 per EDU will be charged, and payable **after** the Planning Module is fully executed by the Company, the relevant municipality, and the Pennsylvania Department of Environmental Protection **but before the start of construction or a Main Extension Agreement is executed by the Company. For larger developments, the developer may enter into a Capacity Reservation Fee Agreement with the Company that will define the terms of payment of the Capacity Reservation Fee.** (C)
 4. For commercial customers that are not apartment buildings or mobile home parks and for industrial customers, the EDUs estimated wastewater flow per customer will be determined as defined in 52 Pa. Code Section 73.17. The EDUs will be calculated by dividing the estimated wastewater flow by a Pennsylvania Department of Environmental Protection-approved EDU value for a specific PAWC wastewater district, or if none has been established, a value of 250 gpd/EDU shall be utilized. The wastewater flow and total EDUs per customer are set forth in the Planning Module **[language deleted]**, 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 **[language moved to next page]** (C)

(C) means Change

SCHEDULE OF RATES

Miscellaneous Fees and Charges (cont'd)

Environmental Protection, and the customer will be required to pay any additional capacity reservation fees that are due based upon the calculation of capacity reservation fees using the EDUs reflected in the revised, approved Planning Module. The Company may at its discretion re-calculate the number of EDUs utilized by analyzing the actual wastewater flow, or water usage, over a period of one year. If the EDUs are greater than previously reserved and paid for by the Capacity Reservation Fee, the customer will be required to pay any additional capacity reservation fees. (C)

5. Notwithstanding the foregoing, where it is prudent, reasonable and in the public interest, the Company may, at its option, enter into a negotiated Service Agreement that limits the application of the capacity reservation fee for flow stabilization reasons or to attract and retain bulk customers which have a viable competitive alternative to service by the Company. These Service Agreements with qualifying bulk customers shall become effective thirty (30) days after the Company has filed a copy thereof with the Pennsylvania Public Utility Commission, or if the Commission institutes an investigation, at such time as the Commission grants its approval thereof. For purposes of this provision only, "bulk customer" shall mean a municipal entity under agreement with the Company to provide wastewater flows from their owned collection system into the Company's system for treatment and disposal.
6. **For new customers within the Company's districts that rely on third party companies or municipalities for conveyance and treatment of the Company's customers' wastewater, the Company may have to incur costs from the third party for conveyance improvements and treatment improvements or capacity charges. Any charges from the third party shall be passed on to the new customer in addition to the Capacity Reservation Fee.** (C)
7. **For new customers within the Company's service territory that require specific upgrades or replacement to the Company's existing wastewater collection, conveyance, or treatment facilities to accommodate the new wastewater flow from the proposed customer(s), the new customer shall be responsible for the costs of the upgrades or replacement in addition to the Capacity Reservation Fee.** (C)

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

1. Within the service area of an MSG member, no capacity reservation fee will be charged for an applicant for wastewater service **[language deleted] for existing residential or commercial structures which produce only residential strength wastewater.** (C)
2. A capacity reservation fee of \$525 per EDU will be used for determining the payments for capacity available prior to the expansion of the Company's wastewater treatment plant under existing agreements between the Company and its bulk customers.
3. A capacity reservation fee of \$4,000 per EDU will be used for determining payments for capacity available after the expansion of the Company's wastewater treatment plant under existing agreements except as follows:
 - a. West Brandywine Township will be charged \$525 per EDU for 188,100 gallons per day of capacity under the Second Addendum dated December 11, 2008, to its sewage treatment agreement with the Company.
4. A capacity reservation fee of \$4,000 per EDU will be used for all new agreements (including amendments to existing agreements) with bulk customers. The capacity reservation fees will be paid at the time Planning Modules are fully executed by the Company, the relevant municipality, and the Pennsylvania Department of Environmental Protection, although a bulk customer will have the option to pay earlier, if it so chooses.

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

Miscellaneous Fees and Charges (cont'd)

B. Service Line Inspection Fee

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

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

C. Service Reconnection **Following Discontinuance Fee (C)**

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 **the greater of \$30.00 or the actual cost of Service Reconnection.** (C)
 For non-regularly-scheduled working hours, the fee is equivalent to the cost incurred by the Company.
 The Service Reconnection **Following** Discontinuance Fee will apply only once if the customer is both a water and wastewater customer of the Company. (C)

D. Return Check Fee

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

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

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

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

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

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

[language deleted]

All Rate Zones

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

(I) means Increase and (C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES
Miscellaneous Fees and Charges (cont'd)
 [Miscellaneous Fees and Charges Rate Zones moved to prior page]

All Rate Zones – cont'd

Sludge Discharge Fees, per gallon

0.0% to 2.5%	\$0.048	(I)
2.6% to 4.0%	\$0.058	(I)
4.1% to 5.0%	\$0.063	(I)
5.1% to 6.0%	\$0.068	(I)
6.1% to 7.0%	\$0.075	(I)
7.1% to 8.0%	\$0.084	(I)
8.1% to 9.0%	\$0.097	(I)
9.1% to 10.0%	\$0.110	(I)
Above 10%	Priced upon request	
[language deleted]		(C)

1. The Company reserves the right to limit the total amount of **hauled waste** received in a day and /or the total number of loads received from a single hauler on a per day basis based on maintaining proper operation of the Company's wastewater treatment plants. (C)
2. At the discretion of the Company, the Company reserves the right to accept or reject **hauled 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 **waste type** fee based on the type and strength of the waste. (C)
3. **The requirements of Tariff Section T, Wastewater Control and Industrial Pretreatment Regulations shall apply, with special note to the prohibited discharge standards of tariff subsection T.2.1 and the hauled wastewater requirements of tariff subsection T.2.10. The definitions of Tariff Section A shall apply. Costs for receiving hauled waste shall be determined from the Schedule of Rates, Miscellaneous Fees and Charges, subsection E, All Rate Zones table above.** (C)

(C) means Change (I) means Increase

SCHEDULE OF RATES

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE

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

This charge applies to Rate Zone 1 – SSS, Rate Zone 1a – Royersford, Rate Zone 1b – York, Rate **(C)**Zone 1c – **Butler**, Rate Zone 1d – **Sadsbury**, Rate Zone 1e **Farmington**, Rate Zone 1f **Manwalamink**, Rate Zone 2 – CSS, Rate Zone 2a – Scranton, and **Rate Zone 2b Elizabeth**. All other rate zones shall be excluded.

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.

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

SCHEDULE OF RATES

DEMAND BASED GOVERNMENTAL SERVICE (DGS) RIDER

APPLICABILITY

This rate 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 to a Customer or Applicant that:

- (1) is a department, agency, bureau or instrumentality of the government of the United States or of the Commonwealth of Pennsylvania and agrees to receive wastewater service from the Company;
- (2) enters into a Service Agreement for a term of not less than 10 years;
- (3) during the original and any renewal terms of the Service Agreement, agrees to purchase an average of 5 million gallons of usage (based on sewage flow or water usage, to be identified in the Service Agreement) per month at a daily load factor of not less than 0.60; and
- (4) has a viable competitive alternative to service from the Company.

The Company shall require documentation to establish, to the Company's satisfaction, the existence of a competitive alternative. The Company will require updates of competitive alternatives every five years. Such documentation may include, but is not limited to, an affidavit of the customer or, if the customer is a corporation, an affidavit of one or more of its officers.

RATE

The rate(s) to be charged qualifying customers under this rider will be as set forth in the Service Agreement, provided, however, that such rate(s): (1) shall not exceed the Maximum Rate; (2) shall not be less than the Minimum Rate; and (3) shall be subject to an Escalation Clause, as hereafter defined.

Maximum Rate: The Maximum Rate shall be the charges specified in the Company's Rate Schedule that would otherwise apply to the qualifying customer absent this rider.

Minimum Rate: The Minimum Rate shall be sufficient to recover: (1) the Treatment Cost of Wastewater; (2) the fixed costs (depreciation and pre-tax return) associated with all new facilities added to serve the customer; and (3) some portion of the fixed costs of the Company's other facilities. For purposes of this rider, the Treatment Cost of Wastewater shall be the variable cost the Company incurs to treat additional wastewater, which consists of expenses for electric power and chemicals.

Escalation Clause: The rate set forth in the Service Agreement shall be subject to an Escalation Clause, during the original and any renewal terms of the Service Agreement, based upon changes in published price indices and/or changes in the Company's cost of service, as the Company and the qualifying customer shall agree.

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

DEMAND BASED GOVERNMENTAL SERVICE (DGS) RIDER (cont'd)

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

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

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

DEMAND BASED INDUSTRIAL SERVICE (DIS) RIDER

APPLICABILITY

This rate 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 to a Customer or Applicant that:

- (1) receives wastewater service under the Industrial class;
- (2) enters into a Service Agreement for a term of not less than 2 years;
- (3) during the original and any renewal terms of the Service Agreement, agrees to purchase an average of 5 million gallons of usage (based on sewage flow or water usage, to be identified in the Service Agreement) per month at a daily load factor of not less than 0.60; and
- (4) has a viable competitive alternative to service from the Company.

The Company shall require documentation to establish, to the Company's satisfaction, the existence of a competitive alternative. The Company will require updates of competitive alternatives every 5 years. Such documentation may include, but is not limited to, an affidavit of the customer or, if the customer is a corporation, an affidavit of one or more of its officers.

RATE

The rate(s) to be charged qualifying customers under this rider will be as set forth in the Service Agreement, provided, however, that such rate(s): (1) shall not exceed the Maximum Rate; (2) shall not be less than the Minimum Rate; and (3) shall be subject to an Escalation Clause, as hereafter defined.

Maximum Rate: The Maximum Rate shall be the charges specified in the Company's Rate Schedule that would otherwise apply to the qualifying customer absent this rider.

Minimum Rate: The Minimum Rate shall be sufficient to recover: (1) the Treatment Cost of Wastewater; (2) the fixed costs (depreciation and pre-tax return) associated with all new facilities added to serve the customer; and (3) some portion of the fixed costs of the Company's other facilities. For purposes of this rider, the Treatment Cost of Wastewater shall be the variable cost the Company incurs to treat additional wastewater, which consists of expenses for electric power and chemicals.

Escalation Clause: The rate set forth in the Service Agreement shall be subject to an Escalation Clause, during the original and any renewal terms of the Service Agreement, based upon changes in published price indices and/or changes in the Company's cost of service, as the Company and the qualifying customer shall agree.

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

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

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

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

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

CUSTOMER ASSISTANCE PROGRAM (CAP) RIDER

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

This charge applies to Rate Zone 1 – SSS, Rate Zone 1a – Royersford, Rate Zone 1b – York, Rate Zone 1c – Foster, Rate Zone 1d – Butler, Rate Zone 2 – CSS, Rate Zone 2a – Scranton, and Rate Zone 2b – Elizabeth Borough. All other rate zones shall be excluded.

The above charge will be recomputed annually using the elements prescribed by the Commission as shown on pages 19.5 of this tariff.

PENNSYLVANIA-AMERICAN WATER COMPANY

**SCHEDULE OF RATES
 CUSTOMER ASSISTANCE PROGRAM (CAP) RIDER (CONT'D)**

General Description

Purpose: The Customer Assistance Program (CAP) Rider provides for an annual reconciliation of the Company's authorized rate case revenues related to customer participation in the Company's bill discount program (BDP), arrearage management program (AMP) credits, and rental assistance program (RAP) stipends and RAP administrative costs. The actual amount of these revenues and expenses will be compared to the amounts authorized in base rates during the applicable periods. The State Tax Adjustment Surcharge does not apply to charges under this Rider.

Effective Date: Beginning September 1, 2026 and continuing through August 30, 2027, the CAP Rider rate will be 0.00%.

Initial CAP Rider Periods:

Filing Date	Effective for Bills Rendered Beginning	12-Month Period Period of CAP Rider Costs are Reflected	Reconciliation Included in Filing
10/1/2027	12/1/2027	8/31/2027	none
10/1/2028	12/1/2028	8/31/2028	12/1/2027 to 8/31/2028

Year 2029 and Subsequent Years:

Filing Date	Effective for Bills Rendered Beginning	Date to which CAP Rider costs are reflected	Period of Reconciliation Included in Filing
October 1	December 1	August 31	September 1 to August 31

Upon determination that a CAP rate, if left unchanged, would result in a material over or under-collection of all CAP costs incurred or expected to be incurred during the current 12-month period, the Company may file with the Commission for an interim revision of the CAP rate to become effective thirty (30) days from the date of filing, unless otherwise ordered by the Commission.

Formula: The formula for calculation of the CAP Rider is as follows:

$$\text{CAP Rider} = \frac{(\text{LIR} + \text{AMP} + \text{RAP})}{\text{PARR}}$$

Where:

- LIR =** Variances in levels of discounts provided under the Low-Income Rider as compared to the levels authorized in base rates
- AMP =** Credits provided under the Arrearage Management Program, except as has been already reflected in base rates
- RAP =** Rental assistance program stipends and administrative costs, except as has been already reflected in base rates
- PAR =** Projected Annual Residential Revenues

Customer Safeguards

Audit/Reconciliation: The Company will file with the Pennsylvania Public Utility Commission by October 1 of each year an annual reconciliation of the CAP Rider revenue recovery during the immediately preceding application period pursuant to 66 Pa. C.S. §1307. The reconciliation shall become effective for bills rendered on and after December 1 and shall remain in effect until new CAP Rider rates are approved by the Commission. These reports will be in a form prescribed by the Commission. Application of the CAP Rider shall be subject to review and audit by the Commission at intervals that it shall determine. The Commission shall review the level of credits/charges produced by the CAP Rider and the costs included therein.

Customer Notice: Customers shall be notified of changes in the CAP Rider 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.

Customer classes: The CAP Rider shall be applied equally to all residential customers.

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.
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.
3. **Appliance: Any fixed or portable device, machine, or piece of equipment designed to perform a specific task that introduces or has the potential to introduce FOG and related solids to the treatment works. Appliances may include, but are not limited to, three-bowl sinks, prep sinks, pre-rinse sinks, pot sinks, mop or utility sinks, floor drains, hood wash units, wok stations, garbage disposal units, mixers, cookers, washers, fryers, tilt kettles, and tilt skillets. A determination of what constitutes an appliance is at the discretion of the Company.** (C)
4. **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.
5. **Authorized Representative of the User.**
 - (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.
6. **Biochemical Oxygen Demand or BOD5:** The quantity of oxygen 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.

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

Section A – DEFINITIONS (cont'd)

- 7. 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 and subsection 2.1 of Section X 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. **For FOG Users, BMPs include schedules of activities, prohibition of practices, installation of plumbing appurtenances, housekeeping, and cleaning and maintenance procedures necessary to prevent or minimize the potential for discharge of FOG and solids into the sanitary sewer system or combined sewer system.** (C)
- 8. Black Water: Wastewater containing human waste from sanitary fixtures such as toilets and urinals.** (C)
- 9. Brown Grease: Floatable fat, oil, grease, solids, and associated wastewater produced during food preparation typically discharged to a FOG control device.** (C)
- 10. Bypass.** The intentional diversion of wastewater from any portion of an industrial user's pretreatment facility through which the wastewater normally passes. (C)
- 11. Capacity Reservation Fee:** A fee charged by the Company for the allocation of capacity on a per EDU basis. (C)
- 12. 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)
- 13. 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)
- 14. 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)
- 15. Combined Sewer System or CSS:** A sewage collection system which conveys both sanitary sewage and storm water flow. (C)
- 16. Commission:** The Pennsylvania Public Utility Commission.
- 17. Company:** Pennsylvania-American Water Company and its duly authorized officers, agents and employees, acting within the scope of their authority and employment. (C)
- 18. 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. (C)
- 19. 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)

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

Section A – DEFINITIONS (cont'd)

- 20. 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.
- 21. 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. (C)
- 22. 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. (C)
- 23. 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)
- 24. 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)
- 25. DEP.** The Pennsylvania Department of Environmental Protection or any successor agency. (C)
- 26. 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. (C)
- 27. Dwelling Unit:** A structure or dwelling intended to be occupied as a whole by one family. (C)
- 28. Environmental Protection Agency or EPA.** The U.S. Environmental Protection Agency or any successor agency. (C)

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

Section A – DEFINITIONS (cont'd)

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

For existing customers acquired by the Company through a purchase or acquisition, **prior to the first rate case in which the Company includes the merger or acquisition**, the number of equivalent dwelling units is available at the following link: www.amwater.com/paaw/customer-service-billing/your-water-and-wastewater-rates. (C)

For existing customers acquired by the Company through a merger or acquisition, following the first rate case in which the Company includes the merger or acquisition, the Company may recalculate the number of EDUs allocated to those customers in the same manner as indicated in the above paragraphs of this definition. (C)

Any new customers, or existing customers who modify their properties in a manner that impacts the EDU calculation, in areas previously acquired by the Company, will be subject to the EDU definition described above.

Periodically, but no less than a period of one year, the Company may re-calculate the number of EDUs allocated to a Customer by analyzing the most recent twelve months of a Customer's average wastewater flow or water usage. If, after the Company's recalculation, the EDUs are greater than or less than the number of EDUs being billed to the Customer before the recalculation, the Company will revise the EDU quantity to reflect the Customer's actual usage. (C)

30. 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)

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

32. Fat, Oil, and Grease (FOG): Polar and non-polar liquid or solid compounds derived from animal, vegetable, or mineral origins. These substances are detectable and measurable using analytical procedures in Title 40 of the Code of Federal Regulations Part 136. This definition includes both polar and non-polar constituents. (C)

33. FOG Control Device: Any device for removing or significantly reducing FOG and associated solids from a FOG User prior to the wastewater entering the treatment works. It includes, but is not limited to, FOG Interceptors, FOG Traps, and oil/water separators. (C)

34. FOG Discharge Permit: A permit issued to a FOG User by the Company. (C)

35. FOG Interceptor: A plumbing appurtenance or appliance with a liquid retention capacity greater than 100 gallons, typically located underground, but could include other types of units, designed to collect, contain or remove fat, oil and grease and associated solids from a wastewater discharge. (C)

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

Section A – DEFINITIONS (cont'd)

- 36. FOG Recycle Container:** A receptacle used for the storage of yellow grease. (C)
- 37. FOG Trap:** A plumbing appurtenance or appliance with a liquid retention capacity less than or equal to 100 gallons, typically located under a sink, but could include other types of units, designed to collect, contain or remove fat, oil and grease and associated solids from a wastewater discharge. (C)
- 38. FOG User:** Any customer and/or establishment that the Company deems a wastewater contributor of fat, oil, and grease and associated solids. Most commonly these users are, but are not limited to, Food Service Establishments and Petroleum Oil Establishments. (C)
- 39. FOG/Grit Separator:** A device typically located at a Petroleum Oil Establishment, such as an automotive repair facility or car wash, that is designed to remove free-floating oil, grease and settleable oily-coated solids from oil/water mixtures associated with facilities engaged in services using petroleum products. FOG/Grit Separators may be located aboveground or underground and may be equipped with coalescers that accelerate the separation process and greatly reduce the level of oil and oily-coated solids discharged to the sewer system. (Also known as "oil/water separators") (C)
- 40. Food Service Establishment (FSE):** Food service establishment means any facility that prepares, packages, serves and/or provides foods or beverages for consumption on or off premises, whether the food or beverage is provided free of charge or sold. It includes any building, vehicle, place, or structure, or any room or division in a building, vehicle, place, or structure where food is prepared, served, or sold. This includes, but is not limited to, restaurants, bakeries, food courts, food packagers, grocery stores, hospitals, hotels, nursing homes, churches, schools, and correctional facilities. (C)
- 41. Garbage:** Solid waste from domestic and commercial preparation, cooking and dispensing of food, and from handling, storage, and sale of produce. (C)
- 42. Garbage Properly Shredded:** 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. (C)
- 43. 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)
- 44. Grey Water:** Refers to all wastewater other than black water. (C)
- 45. 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. (C)
- 46. Holding Tank Waste.** Any sewage from holding tanks. (C)
- 47. Indirect Discharge.** The discharge or the introduction of pollutants from any non-domestic source into the treatment works. (C)
- 48. 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)
- 49. 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)
- 50. Industrial Pretreatment Program or IPP.** The program established by the Company that includes these rules and applicable local limits for individual service areas. (C)
- 51. 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)

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

Section A – DEFINITIONS (cont'd)

- 52. Industrial User.** See definition of user, below. (C)
- 53. Industrial Waste.** Solid, liquid or gaseous waste discharged by a user, including commercial wastewater, but not domestic sewage. (C)
- 54. 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)
- 55. 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)
- 56. 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)
- 57. 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)
- 58. 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)
- 59. 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. (C)
- 60. 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)
- 61. 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)
- 62. Medical Waste.** Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes. (C)

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

Section A – DEFINITIONS (cont'd)

- 63. Meter:** Any device supplied by the Company or other for the purpose of measuring water consumption or wastewater discharge. (C)
- 64. 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)
- 65. 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)
- 66. National Pollutant Discharge Elimination System or NPDES.** A system of discharge permits issued pursuant to Section 402 of the Act (33 USC § 1342). (C)
- 67. 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.

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

Section A – DEFINITIONS (cont'd)

- 68. 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. (C)
- 69. 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)
- 70. 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)
- 71. Owner.** Any person vested with ownership, legal or equitable, sole or partial, of an improved property. (C)
- 72. 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)
- 73. 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)
- 74. Petroleum Oil Establishment (POE):** Any facility that has the potential to discharge petroleum products and mineral oils to the sewer systems via floor drains or FOG/grit separators. Petroleum oil establishments may include, but are not limited to, fueling stations, automotive repair and service facilities, parking garages, automotive body shops, and car washes. (C)
- 75. 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)
- 76. 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)
- 77. 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. (C)
- 78. Pretreatment Requirements.** Any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard. (C)

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

Section A – DEFINITIONS (cont'd)

- 79. Pretreatment Standards or Standards.** Pretreatment standards shall mean prohibited discharge standards, categorical pretreatment standards, and local limits. (C)
- 80. 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)
- 81. 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 **and subsection 2.1 of Section X** of this tariff. (C)
- 82. Publicly Owned Treatment Works or POTW.** A treatment works as defined by EPA in 40 CFR §403.3(q). (C)
- 83. 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. (C)
- 84. 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. (C)
- 85. 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. (C)
- 86. Residential Service:** Wastewater service supplied to an individual single-family residential dwelling unit. (C)
- 87. Sanitary Sewer System or SSS:** A sewer **system** which primarily carries sanitary wastewater, together with such storm, surface and ground water as may be present. (C)
- 88. 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)

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

Section A – DEFINITIONS (cont'd)

- 89. Sewage.** See definition of Domestic Sewage above. (C)
- 90. 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.
- 91. Significant Wastewater Modification.** Any change to a user's operations or system, or to the quantity or quality of a user's wastewater discharge, that involves any of the following: (C)
a. the introduction of new pollutants that were not previously disclosed to and approved by the Company;
b. any increase in the maximum loading (measured in pounds per day) of any previously disclosed Pollutant which would exceed the loading limitations established under subsection 2.5 of Section T of this tariff or set forth in the applicable IWDP;
c. any cumulative increase in the maximum loading (measured in pounds per day) of any previously disclosed pollutant;
d. any change in the loadings of any pollutant or in the physical or chemical characteristics of the wastewater that could cause pass through or interference; or
e. any cumulative and sustained increase in volume of flow in excess of the maximum anticipated flow previously disclosed to and approved by the Company.

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

Section A – DEFINITIONS (cont'd)

- 92. 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)
- 93. 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)
- 94. Specific Pollutant Discharge Limitation.** See definition of Local Limit, above. (C)
- 95. 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)
- 96. Storm Sewer:** A sewer which carries surface, ground water, or storm water from the buildings, ground, streets, or other areas. (C)
- 97. 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)
- 98. 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. (C)
- 99. 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)
- 100. Toxicity.** The effect of wastewater containing toxic pollutants or pollutants that result in the presence of toxic gases, vapors, or fumes, in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, cause injury or worker health and safety problems, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the treatment plant, or exceed the limitation set forth in a categorical pretreatment standard. Toxic pollutants include any pollutant or combination of pollutants listed as toxic in regulations promulgated by the EPA or DEP under the provisions of the Clean Water Act 307(a) or other Acts. The Company may impose biomonitoring or other toxicity testing to assess an industrial user discharge. (C)

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

Section A – DEFINITIONS (cont'd)

- 101. Treatment Plant.** That portion of the treatment works which is designed to provide treatment of domestic sewage and industrial waste. (C)
- 102. 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)
- 103. 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. (C)
- 104. User.** Any person that introduces or has the potential to introduce an indirect discharge to the treatment works. (C)
- 105. 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)
- 106. 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)
- 107. Wastewater Treatment Plant.** See definition of Treatment Plant, above. (C)
- 108. Yellow Grease:** Inedible and unadulterated spent fat, oil, and grease used in food preparation that has not been in contact or contaminated with other sources such as water, wastewater, or solid waste. An example of Yellow Grease is fryer oil, which can be recycled. Yellow Grease is also referred to as renderable FOG. (C)

(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 be signed by the owner or owners of the property to which wastewater collection service will be provided; except that where a lessee of property occupies or uses the property under a lease having a fixed term of more than six (6) months, the lessee may request service as an applicant. If the Company is not the provider of water service to the property to which wastewater collection service will be provided, the Company may require the Applicant to be the same person or entity who is the account holder for water service. Where the water provider of the service location notifies the Company pursuant to a usage data agreement that the customer of the service location has changed, the customer of the service location does not need to complete an application for wastewater service **and the (C) Company may establish wastewater service in the name of the customer of the service location without any further action on the part of the customer.** The Company may, at its sole discretion, require that a separate contract for service be signed by the Applicant.

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

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

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

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

PENNSYLVANIA-AMERICAN WATER COMPANY

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. **Costs for the installation of additional connections, including if one property is converted into multiple premises, and costs for replacement connections and for the removal of existing facilities will be the responsibility of the Applicant or Customer.** (C)
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.

(C) means Change

RULES AND REGULATIONS

Section F - Billing and Collection

8. **Billing Period:** The Company shall render a bill once every billing period to every Customer in accordance with approved rate schedules. The due date for payment of a bill for Residential and Non-Residential service shall be no less than twenty (20) days from the date of transmittal. If the last day for payment falls on a Saturday, Sunday or bank holiday, or on any day when the offices of the Company are not open to the general public, the due date shall be extended to the next business day. The Company may not impose a late-payment charge unless payment is received more than five (5) days after the stated due date.
9. **Late-Payment Charge:** All amounts not paid when due shall accrue a late-payment charge at the rate not to exceed one and fifty one-hundredths percent (1.50%) per billing period, not to exceed eighteen percent (18%) per year when not paid as prescribed in Rule 1 of this Section.
10. **Change in Billing Address:** Where a customer fails to notify the Company of a change in billing address, the Customer shall remain responsible to remit payment by the billing due date.
11. **Application of Payment:** Utility bills rendered by the Company shall include only the amount due for utility service. Where a customer remittance to the Company includes payment for any non-utility services, proceeds will be applied first to pay all outstanding regulated utility charges.
12. **Return Check Fee:** The customer will be responsible for return check fee as provided in the Schedule of Miscellaneous Fees and Charges section of the tariff, per incident where a check or automatic transfer of funds, which has been presented to the Company or its agent for payment of any bill, is returned by the bank for any reason including, but not limited to, non-sufficient funds, account closed, payment stopped, two signatures required, postdated, stale date, no account, drawn against uncollected funds, and unauthorized signature. This fee is in addition to any and all charges assessed by the bank.
13. **Disputed Bills:** In the event of a dispute between the Customer and the Company with respect to any bill, the Company will promptly make such investigation as may be required by the particular case and report the result to the Customer. The Customer is not obligated to pay the disputed amount during the pendency of the Company's investigation. When the Company has made a report to the Customer sustaining the bill as rendered, the Customer shall have fifteen (15) days from the date of such report in which to pay the bill. If the Company determines that the bill originally rendered is incorrect, the Company will issue a corrected bill with a new due date for payment. Any amount received by the Company in excess of the amount determined to be due by the Company's investigation of the dispute shall be refunded to the Customer.
14. **Residential Customer Payment Arrangement:**
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.
15. **Commercial Customer Payment Arrangement:** A commercial Customer must first contact the Company to request a payment arrangement. The Company will offer a standard six (6) month payment arrangement to a commercial Customer with an unpaid balance. The Company has discretion whether to extend the term of the payment arrangement entered into with a commercial Customer. A commercial Customer has the right to decline the Company's payment arrangement. (C)

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

Section F - Billing and Collection (cont'd)

16. **Termination of Free Service Under Certain Contracts and Other Instruments:** Notwithstanding any (C)
contrary provision contained in any deed, grant, contract, franchise, permit, consent or other instrument
(other than an instrument expressly set forth in and constituting a part of this tariff) made, executed or
delivered between the Company or any predecessor in interest and a Customer of the Company or any
predecessor in interest:

(A) Every person who takes wastewater service shall pay for all wastewater service taken as provided
in the applicable schedule of rates set forth herein and subject to the Rules and Regulations of the Company.

(B) No credit, off-set or other allowance shall be allowed by the Company against any wastewater bill on
account of the making, execution, or delivery of, or pursuant to any provisions of, any such instrument.

17. **Deduct Adjustment.** This formula is applicable to residential metered wastewater service (C)
customers served by the Company, unless exempted on the Schedule of Rates.

Definitions:

**Winter period is defined as the revenue periods of January, February, and March wherein the sewer (C)
customer's meter is read and/or estimated and billed by the Company.**

**Winter Period Average Usage is defined as the sum of the usage per the actual and/or estimated and/or (C)
minimum water meter registration during the Winter Period divided by three. The minimum gallons to
be used for any month of the Winter Period Average Usage calculation is 1,000 gallons.**

**Seasonal Period is defined as the revenue periods of April, May, June, July, August, September, (C)
October, November, and December wherein the sewer customer's meter is read and/or estimated and
billed by the Company.**

Formula Description: (C)

**The volume of sewer use during the Seasonal Period months shall be considered to be equal to the (C)
lesser of the Winter Period Average Usage or actual water usage. In the Seasonal Period, the lesser
of the Winter Period Average Usage or actual water usage will be billed at the volumetric tariff rates
included on the Schedule of Rates for each applicable rate zone.**

**For customers who have not been provided service for all three Winter Period months and thus have (C)
not established a Winter Period Average Usage, the actual usage will be used for the Seasonal Period
billings until the customer receives bills for all three Winter Period months the following year. The
actual usage will be billed at the volumetric tariff rates included on the Schedule of Rates for each
applicable rate zone.**

**In the Winter Period, sewer customers will be billed for sewer service based on actual and/or estimated (C)
water meter registration and using the volumetric tariff rates included on the Schedule of Rates for
each applicable rate zone.**

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

Section H - Line Extensions for Applicants other than Bona Fide Service Applicants

1. When an extension to serve a Customer is required or requested, such extension will be made under the terms of a [language deleted] the “Developer Administrative Review Fee Agreement” and the “Main Extension Agreement”. (C)

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

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

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

4. Customer shall contribute all facilities required for the Company to directly connect the Customer to the Sanitary Sewer. This includes pumping stations, vaults, manholes, mains or any other apparatuses where applicable. The Company shall have the right to locate the facilities as required to meet the long term system needs of the Customers. (C)

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

6. **Size of Main and Other Facilities:** The Company shall have the exclusive right to determine the type and size of mains and the other facilities required to render adequate service. However, where the Company decides to install a pipe larger than necessary to render extension of adequate service to the applicant, estimated or actual cost figures in the Main Extension Agreement [language deleted] shall include only the material and installation cost for a pipe the size of which is necessary to provide adequate service to the applicant. Any incremental costs of a larger pipe will be the responsibility of the Company. All estimated or actual cost figures referred to in the Main Extension Agreement shall include a reasonable allowance for overhead costs and taxes as appropriate. (C)

7. **Length of Extension:** In determining the necessary length of an extension, the terminal point of such extension shall be at that point in the property line or right-of-way, which is equidistant from the side property lines of the last lot for which service was requested except where the Company, in its sole opinion, determines that it is necessary to extend beyond the last lot and connect to an existing main to provide adequate and reliable wastewater service. A street service connection will be provided only for customer service lines that extend at right angles from the curb line in a straight line to the premises to be served. (C)

8. **Offsite Development Marketing Contracts:** Where it is prudent, reasonable and in the public interest, the Company may, at its option enter into offsite development marketing contracts which depart from the standard terms of the [language deleted] “Developer Administrative Review Fee Agreement” and the “Main Extension Agreement”. These marketing agreements shall become effective 30 days after the Company has filed a copy thereof with the Pennsylvania Public Utility Commission, or in the event that the Commission institutes an investigation, at such time as the Commission grants its approval thereof. (C)

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

Section N – EXTENSION DEPOSIT AGREEMENT FOR BONA FIDE SERVICE APPLICANT (cont'd)

(2) The Company Contribution shall be a credit as determined by the following formula:

Average Annual Revenue	\$ _____
Minus	
Operation and Maintenance Expenses	\$ _____
Subtotal	\$ _____
Divided by	
Depreciation Rate and Weighted Cost of Debt	_____ %
Total	\$ _____

multiplied by the number of bona fide service applicants who will be directly served by the extension.

The BONA FIDE SERVICE APPLICANT agrees to pay at least one-third of the deposit prior to the commencement of construction of the extension, and the remainder of the deposit plus applicable interest charges in thirty-six (36) equal monthly installments beginning with BONA FIDE SERVICE APPLICANT'S first bill for sewer service. Interest will be charged on the unpaid portion each month, equal to the monthly portion of the embedded cost of long-term debt recognized in the Company's last approved general rate increase.

Upon such written notice, a Preliminary Memorandum in the form attached shall be prepared and signed by both parties showing the deposit required in accordance with foregoing provisions. Upon completion of the installation of the extension, a Final Memorandum in the form attached shall be prepared and signed by both parties showing the deposit required based on the same calculations as set forth above but by using the actual cost of the extension, including the actual installation costs of the mains and other facilities, for the Estimated Cost and calculating the Applicable Credit. If the deposit shown to be due on the Final Memorandum differs from that shown on the Preliminary Memorandum, the APPLICANT will deposit any additional amount shown to be due or the COMPANY will refund to the APPLICANT any excess amount shown to have been deposited. Any additional amount of required deposit must be made by the APPLICANT to the COMPANY before the granting of refunds to the APPLICANT.

[paragraph deleted] (C)

[paragraph deleted] (C)

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

Section N – EXTENSION DEPOSIT AGREEMENT FOR BONA FIDE SERVICE APPLICANT (cont'd)

FOURTH: The ownership of the sewer main(s) and other facilities installed hereunder shall at all times be with the COMPANY, its successors and assigns. (C)

FIFTH: Method of payment. All payments under this agreement shall be made by electronic funds transfer (EFT). Upon execution of this contract, Bona Fide Service Applicant is required to provide the Company with the information required to make payments to the Bona Fide Service Applicant by EFT (see Appendix A). Payments may be made through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The Company's EFT Information is set forth in Appendix A. (C)

SIXTH: This agreement shall be valid and binding on the COMPANY only when executed by its duly authorized representative. (C)

SEVENTH: This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties. (C)

EIGHTH: Any notice given hereunder shall be deemed sufficient if in writing and sent by registered mail to the COMPANY at (C)

(Address of COMPANY)

and to the BONA FIDE SERVICE APPLICANT at

(Address of BONA FIDE SERVICE APPLICANT)

Issued:

Effective:

NINTH: 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. (C)

Executed in triplicate by the parties hereto on the date first above written.

WITNESS:

PENNSYLVANIA-AMERICAN WATER COMPANY

BY: _____

Title: _____

WITNESS:

BONA FIDE SERVICE APPLICANT:

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

Section N – EXTENSION DEPOSIT AGREEMENT FOR BONA FIDE SERVICE APPLICANT (cont'd)

APPENDIX A

Bona Fide Service Applicant shall provide the following information to the Company. Bona Fide Service Applicant shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other identification number).**
- (2) The Bona Fide Service Applicant's name and remittance address, as stated in the contract(s).**
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Bona Fide Service Applicant official authorized to provide this information.**
- (4) The name, address, and 9-digit Routing Transit Number of the Bona Fide Service Applicant's financial agent.**
- (5) The Bona Fide Service Applicant's account number and the type of account (checking, saving, or lockbox).**
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of Developer's financial agent.**
- (7) If applicable, the Bona Fide Service Applicant shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Bona Fide Service Applicant's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.**

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

Section O- SPECIAL UTILITY SERVICE (cont'd)

FOURTH: The ownership of the facilities installed hereunder shall at all times be with the COMPANY, its successors and assigns.

FIFTH: Method of payment. All payments under this agreement shall be made by electronic funds transfer (EFT). Upon execution of this contract, Bona Fide Service Applicant is required to provide the Company with the information required to make payments to the Bona Fide Service Applicant by EFT (see Appendix A). Payments may be made through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The Company's EFT Information is set forth in Appendix A. (C)

SIXTH: This agreement shall be valid and binding on the COMPANY only when executed by its duly authorized representative. (C)

SEVENTH: This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties. (C)

EIGHTH: Any notice given hereunder shall be deemed sufficient if in writing and sent by registered mail to the COMPANY at (C)

(Address of Company)
and to the Applicant at _____
(Address of APPLICANT)

NINTH: 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. (C)

Executed in triplicate by the parties hereto on the date first above written.

WITNESS: PENNSYLVANIA-AMERICAN WATER COMPANY

_____ BY: _____

Title: _____

WITNESS: APPLICANT:

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

Section O- SPECIAL UTILITY SERVICE (cont'd)

APPENDIX A

Bona Fide Service Applicant shall provide the following information to the Company. Bona Fide Service Applicant shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other identification number).**
- (2) The Bona Fide Service Applicant's name and remittance address, as stated in the contract(s).**
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Bona Fide Service Applicant official authorized to provide this information.**
- (4) The name, address, and 9-digit Routing Transit Number of the Bona Fide Service Applicant's financial agent.**
- (5) The Bona Fide Service Applicant's account number and the type of account (checking, saving, or lockbox).**
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of Developer's financial agent.**
- (7) If applicable, the Bona Fide Service Applicant shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Bona Fide Service Applicant's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.**

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

Section P - Grinder Pumps for Paint-Elk Wastewater

This section applies to those customers from the former Paint-Elk Joint Sewer Authority (PEJSA) whose service addresses are listed on updated Schedule 1.1 of the acquisition closing documents. Original Schedule 1.1 from the Purchase Agreement was included in PAWC’s Application filing on 12/6/2013, which was approved by the Public Utility Commission’s Order entered on July 24, 2014, at Docket Number A-2013-2395998.

- 1. Those customers within the Former PEJSA whose addresses do not appear on Schedule 1.1 of the Purchase Agreement own their Customer service line in its entirety, including the grinder pump on their Customer service line should one exist.

[language deleted] (C)

[language deleted] (C)

[language deleted] (C)

- 2. Three years from the date of Closing, PAWC’s obligation to operate and maintain the grinder pump units shall cease. **[language deleted]** (C)

This section applies to residential customers from the former Farmington Township wastewater system, as reflected in the Purchase Agreement included in PAWC’s Application filing on 8/28/2023, which was approved by the Public Utility Commission’s Order entered on 09/26/2024, at Docket Number A-2023-3042587.

- 1. Upon customer request, Company will replace grinder pumps at residential customer properties that were installed at the time the properties were originally constructed for a period of five years after the Closing Date.
- 2. The residential customer will continue to own and maintain the grinder pumps both before and after replacement by Company.
- 3. At the end of this five-year period, Company’s obligations pursuant to this section will cease.

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

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

- (i) 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.
 - (ii) Wastes which are not amenable to biological treatment or reduction in existing treatment facilities, including but not limited to nonbiodegradable complex carbon compounds.
 - (iii) Wastewater containing any organic compounds of endrin, lindane, methoxychlor, toxaphene, dichlorophenoxyacetic acid, trichlorophenoxypropionic acid or other herbicides, pesticides or rodenticides.
 - (iv) 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.
 - (v) **FOG of animal, vegetable or petroleum origin in concentrations > 100 mg/L as defined by EPA Test Method 1664A or alternative test methods approved under Title 40 of the Code of Federal Regulations Part 136 or in amounts which will cause obstruction or interference in the treatment works. (C)**
 - (vi) **Unused or outdated pharmaceuticals. (C)**
 - (vii) **Antifreeze or antifreeze mixtures. (C)**
 - (viii) **Chemicals, enzymes, or biological additives for the purpose of fat, oil, and grease (FOG) metabolism or alteration that are introduced to FOG control devices and/or sewer collection systems are prohibited unless approved in writing by the Company. (C)**
- (b) 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).

(C) means Change

RULES AND REGULATIONS

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

2.9 Environmental Emergency Response Plans

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 **when required by the Company**. Such plan shall be submitted to the Company for review and approval as part of any application for issuance or renewal/reissuance of an IWDP or otherwise when requested by the Company. The Company may request modification of an accidental discharge/slug discharge control plan at any time circumstances warrant. **(C)**

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

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

- (b) An accidental discharge/slug discharge control plan shall address, at a minimum, the following:
 - (i) Description of discharge practices, including non-routine batch discharges;
 - (ii) Description of stored chemicals;
 - (iii) Procedures for immediately notifying the Company of any accidental or slug discharge, as required by subsection 6.6 of this Section T; and
 - (iv) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures shall include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.
- (c) The Company may include conditions relating to implementation of an accidental discharge/slug discharge control plan when issuing an IWDP or by letter approving a plan submitted independently of an IWDP application.
- (d) An approved environmental emergency response plan prepared in accordance with the DEP PPC Guidelines may substitute for all or a portion of the contents of an accidental discharge/slug discharge control plan to the extent that it satisfies the requirements described herein.

2.12 Drainage of Water Filtration Systems

Filter back-wash may be discharged to the treatment works only as follows:

- (a) Sand filter back-wash may be discharged to the treatment works. An IWDP may be required to permit such discharge if the discharge is non-domestic in nature.
- (b) Diatomaceous earth filter back-wash, if discharged to the treatment works, shall be connected to the treatment works through settling tanks with no less than three (3) months storage capacity of spent diatomaceous earth, which tanks shall be readily accessible for removing solid waste for disposal. An IWDP may be required to permit such discharge if the discharge is non-domestic in nature.

2.13 [This subsection held for future use]

(C)

[paragraph deleted]

2.14 Removal, Transportation, and Disposal of Sewage and Industrial Wastes

- (a) Any waste to be discharged from tank trucks or rail car shall be disposed at the location designated by the Company at the treatment plant at the time or times, and at a rate or rates of discharge, fixed by the Company.
- (b) The wastes discharged by the tank trucks or rail car at the treatment plant shall not contain industrial waste, chemicals, or other matter, with or without pretreatment, that does not conform to the requirements of these rules. Conformity with these rules is to be determined by the Company.

(C) means Change

RULES AND REGULATIONS

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

1. 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. **This period shall be automatically extended for the duration of any litigation concerning the user or the (C) Company, or where the user has been specifically notified of a longer retention period by the Company.**

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.

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

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

3.4 Bypass of Treatment Facilities

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

3.5 Damage Liability

The person producing or introducing waste to the treatment works shall be liable for all damages, increased costs of treatment or maintenance, or other costs incurred by the Company directly attributable to such waste, including the costs of repairs, testing, consulting and all other costs associated with the damage. Any user violating any of the provisions of these rules shall be liable to the Company for all expenses, losses, or damages occasioned by the Company by reason of such violation, whether incidental or consequential.

3.6 Disposal Sludges

Sludges, floats, oils, etc., generated by industrial users must be contained and transported in a safe manner as prescribed by the rules of regulatory agencies, including but not limited to the U.S. Department of Transportation, and handled by reputable persons who shall dispose of all such wastes in accordance with all federal, state, and local regulations. The owner of such sludges, floats, oils, etc., shall keep records and receipts needed to demonstrate proper disposal for review by the Company upon request.

3.7 Additional Pretreatment Measures

- (a) **FOG/grit separators** 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 **separators** 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 **separators** shall be inspected, cleaned and repaired by the user at the user's expense. Cleaning and maintenance records for the **separators, as well as hauling manifests, for the past five years** must be made available to the Company upon request. (C)
- (b) The use of mechanical garbage grinders producing a finely divided mass, properly flushed with an ample amount of water, shall be permitted upon the condition that no mechanical garbage grinder to serve premises used for commercial purposes shall be installed until permission for such installation shall have been obtained from the Company. **However, in no case shall a food waste disposer discharge to a FOG control device.** (C)
- (c) Users with the potential to discharge combustible or flammable substances may be required to install and maintain an approved combustible gas detection meter.

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

[Subsection 6.11. Date of Receipt of Reports moved to subsequent page]

(C)

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

6.1 Sample Collection

- (a) Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that are representative of conditions occurring during the reporting period.
- (b) Except as indicated in subsections (c) and (d) below, the user must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the Company. Where time-proportional composite sampling or grab sampling is authorized by the Company, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides, the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the Company, as appropriate. In addition, grab samples may be required to show compliance with instantaneous limits.
- (c) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.
- (d) For sampling required in support of baseline monitoring and 90-day compliance reports required in subsections 6.1 and 6.3, a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the Company may authorize a lower minimum. For the reports required by subsection 6.4, the industrial user is required to collect the number of grab samples necessary to assess and assure compliance with applicable pretreatment standards and requirements.
- (e) The user bears the obligation to complete all sampling required by these rules. Upon request by a user, the Company may agree to conduct sampling on behalf of a user.
- (f) **No person shall maliciously, willfully, or negligently break, damage, destroy uncover, deface, tamper with, or prevent access to any structure, appurtenance, equipment including monitoring equipment, or a part of the treatment works. Such action(s) shall constitute a violation of this tariff and can result in enforcement action up to and including termination of service.** (C)
- (g) **Any significant industrial user, and any other user that the Company deems, discharging industrial or other wastes into any sanitary sewer system or combined sewer system shall construct and maintain at their expense a suitable control manhole, or manholes, downstream from any treatment storage, or other approved works, to facilitate observation, measurement and sampling of all wastes, including domestic sewage, from the establishment. The control manhole or manholes shall be placed at suitable locations to provide safe access and representative sampling. The control manhole shall comply with applicable construction standards and specifications in accordance with the Company's requirements and shall be constructed and maintained in such a manner to enable the placement of sampling equipment and to enable the Company to perform monitoring activities. The control manhole shall be accessible to the Company or its representatives at all times for sampling and shall not be obstructed or located within secure areas such that the Company cannot gain unrestricted access. Sampling manholes and associated piping may be required to pass integrity testing prior to backfilling and the device being placed in service using the appropriate ASTM testing method approved by the Company. A minimum of 48-hours' notice shall be provided to the Company of the intent to perform any testing.** (C)

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

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

6.2 Date of Receipt of Reports

When physically mailed, written reports and documentation will be deemed to have been submitted on the date postmarked **or on the date shipped**. For reports **and documentation that** are not **physically** mailed, including **those** submitted by electronic mail, the date of receipt shall govern. (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 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.

- (b) A facility determined by the Company to be a NSCIU must annually submit the following certification statement signed an authorized representative of the user. This certification must accompany an alternative report required by the Company:

Based on my inquiry of the person or persons directly responsible for managing compliance with the Categorical Pretreatment Standards under 40 CFR _____, I certify that, to the best of my knowledge and belief that during the period from _____, _____ to _____, _____ [months, days, year]:

- (a) *The facility described as _____ [facility name] met the definition of a Non-Significant Categorical Industrial User as described in Section A of the rules and regulations specified in Pennsylvania-American Water Company's Wastewater Tariff; and*
- (b) *The facility complied with all applicable Pretreatment Standards and requirements during this reporting period; and*
- (c) *The facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period.*

This compliance certification is based on the following information:

(C) means Change

RULES AND REGULATIONS

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

6.1 Specific Fees

- (a) An Industrial Loading Fee shall apply on a quarterly basis to discharges with concentrations above typical domestic sewage concentrations up to but not exceeding any applicable local limit or IWDP limit, based on sampling and analysis required to be reported by the user under an IWDP and any composite sampling and analysis conducted by the Company, as follows:

Industrial Loading Fee = $[Pollutant\ Removal\ Cost\ (\$/lb.) \times Total\ Quarterly\ Flow\ (MG) \times 8.34 \times Measured\ Pollutant\ Concentration\ (mg/L)]$ minus $[Pollutant\ Removal\ Cost\ (\$/lb.) \times Total\ Quarterly\ Flow\ (MG) \times 8.34 \times Typical\ Domestic\ Pollutant\ Concentration\ (mg/L)]$

Typical Domestic Pollutant Concentrations are as follows:

BOD5 = 300 mg/L

NH3-N = 30 mg/L

TSS = 300 mg/L

TN = 40 mg/L

TP = 10 mg/L

Pollutant removal costs are specified in Section U of this tariff for each wastewater system. An Industrial Loading Fee will be calculated, based on the formula above, for each pollutant for which a removal cost is specified in Section U for the applicable system. Total Quarterly Flow shall be as measured by the user or the Company. Measured pollutant concentration will be the quarterly average of all **validated** samples collected by the user and the Company. **When a user has failed to sample or obtain results for a pollutant or pollutants within a particular quarter as required by permit, the Company may use the results of analysis from the user's previous quarters to determine pollutant loading.**

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An Industrial Loading Fee also may apply when total quarterly flow, as measured by the user or by the Company, exceeds total permitted quarterly flow, even if pollutant concentrations do not exceed the pollutant concentrations expected in typical domestic sewage. In such circumstances, the Industrial Loading Fee shall be calculated as follows for each pollutant for which a removal cost is specified in Section U for the applicable system:

Industrial Loading Fee = $[Pollutant\ Removal\ Cost\ (\$/lb.) \times Total\ Quarterly\ Flow\ (MG) \times 8.34 \times Measured\ Pollutant\ Concentration\ (mg/L)]$ minus $[Pollutant\ Removal\ Cost\ (\$/lb.) \times Total\ Permitted\ Quarterly\ Flow\ (MG) \times 8.34 \times Typical\ Domestic\ Pollutant\ Concentration\ (mg/L)]$

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

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

8 COMPLIANCE

8.1 Right of Entry: Inspection and Sampling

- (a) In addition to the rights afforded by Section L of this tariff, and without limiting such rights in any way, the Company shall have the right to enter the premises of any user at all reasonable times to inspect the facility, perform sampling, review and copy of records, and take other actions necessary to determine whether the user is complying with all requirements of these rules **or any [language deleted] permit or compliance directive issued hereunder.** (C)
- (b) The Company will sample and analyze the discharge of each significant industrial user holding an IWDP at least once per year, the costs of which shall be borne by the user.
- (c) Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Company shall be permitted to enter without delay for the purposes of performing specific responsibilities. The user shall inform the Company of any applicable safety procedures that the Company must follow in any area, or with respect to any process, that is the subject of inspection, evaluation or other action by the Company.
- (d) The Company shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling or metering of the user's operations. Sampling shall be conducted pursuant to approved EPA methods or guidance, where applicable.
- (e) The Company may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense. All devices used to measure wastewater flow and quality shall be calibrated at least one per year, and more frequently if necessary, to ensure their accuracy.
- (f) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected or sampled shall be promptly removed by the user at the written or verbal request of the Company and shall not be replaced. The costs of clearing such access shall be borne by the user.
- (g) Unreasonable delays in allowing the Company access to the user's premises shall be a violation of these rules.

8.2 Confidential Information

Information and data on a user obtained from reports, surveys, wastewater discharge permit applications, individual wastewater discharge permits, and monitoring programs, and from the Company's inspection and sampling activities, shall be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of the Company that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable state or federal law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other effluent data, as defined at 40 CFR §2.302, shall not be recognized as confidential information and shall be available to the public without restriction.

(C) means Change

RULES AND REGULATIONS

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

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9 ADMINISTRATIVE ENFORCEMENT REMEDIES

9.1 General

Users of the Company's treatment works are obligated to comply with applicable provisions of these rules, pretreatment standards, and the terms and conditions of permits issued by the Company. Failure to comply with these requirements may lead to suspension or termination of service, permit revocation, assessment of costs, and/or legal action. In determining what enforcement remedies are appropriate, the Company, in its discretion, may consider the nature and extent of the violation, the harm or threat of harm presented by the discharge, the compliance history of the user, and whether the user is in "significant noncompliance" as defined by 40 CFR §403.8(f)(2)(viii)(A)-(H), among other factors.

9.2 Emergency Response

- (a)** The Company may immediately suspend a user's discharge or the individual wastewater discharge permit of any user, upon notice to the user, whenever such suspension is necessary, in the opinion of the Company, in order to stop an actual or threatened discharge which presents or reasonably appears to present an imminent or substantial endangerment to the health or welfare of persons or the environment, causes or contributes to interference or pass through, causes or contributes to a violation of any condition of the Company's NPDES permit, or threatens to interfere with the operation of the treatment works.
- (b)** Any user notified of a suspension of its discharge shall immediately stop or eliminate its discharge to the treatment works. In the event of a user's failure to immediately comply voluntarily with the suspension notice, the Company may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the treatment works, its receiving stream, or endangerment to any individuals or the environment.
- (c)** A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement to the Company describing the causes of the harmful discharge and the measures taken to prevent any future occurrence. The detailed written statement shall be submitted to the Company within five (5) days of the first date of the occurrence.
- (d)** The Company may reinstate the IWDP or the wastewater treatment service, and allow the user to recommence its discharge, upon demonstration by the user to the satisfaction of the Company that the non-complying discharge has been eliminated and that the period of endangerment has passed.

9.3 Notice of Violation

When the Company finds that a user has violated, or continues to violate, any provision of these rules, the terms and conditions of an individual wastewater discharge permit, a compliance or cessation directive issued hereunder, or any pretreatment standard or requirement, the Company may deliver to that user a written notice of violation stating the nature of the violation(s). Within the timeframe set forth in such notice, the user shall submit to the Company an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific remedial actions. Submission of such a plan in no way relieves the user of liability for any violations occurring before or after receipt the notice. Nothing in this section shall limit the authority of the Company to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

(C) means Change

RULES AND REGULATIONS

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

(C)

9.4 Compliance Directives

When the Company finds that a user has violated, or continues to violate, any provision of these rules, an individual wastewater discharge permit, a compliance or cessation directive issued hereunder, or any pretreatment standard or requirement, the Company may issue a compliance directive to the user responsible for the discharge directing that the user come into compliance within a specified time. If the user does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance directives also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance directive may not extend the deadline for compliance established for a pretreatment standard or requirement, nor does a compliance directive relieve the user of liability for any violation, including any continuing violation. Issuance of a compliance directive shall not be a bar against, or a prerequisite for, taking any other action against the user.

9.5 Cessation Directives

(a) When the Company finds that a user has violated, or continues to violate, any provision of these rules, an individual wastewater discharge permit, a compliance or cessation directive issued hereunder, or any pretreatment standard or requirement, or that the user's past violations are likely to recur, the Company may issue a directive to the user directing it to cease and desist all such violations and directing the user to:

- (i) Immediately comply with all requirements; and
- (ii) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

(b) Issuance of a cessation directive shall not be a bar against, or a prerequisite for, taking any other action against the user.

9.6 Referral to the DEP

When the Company finds that the Industrial user has failed or is failing to meet categorical pretreatment standards applicable under these rules or an individual wastewater discharge permit, the Company may report the user to the DEP and recommend that the DEP require that the user obtain an individual NPDES permit to authorize its discharge.

10 JUDICIAL ENFORCEMENT REMEDIES

10.1 Injunctive Relief and Civil Actions

When the Company finds that a user has violated, or continues to violate, any provision of these rules, an individual wastewater discharge permit, a compliance or cessation directive issued hereunder, or any pretreatment standard or requirement, the Company may petition the Court of Common Pleas in the county in which the user is located for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the IWDP, directive, or other requirement imposed by these rules. The Company also may seek such other action as is appropriate for legal or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive or other judicial relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

10.2 Remedies Nonexclusive

The remedies provided for in these rules are not exclusive and the Company may take any, all, or any combination of actions against a noncompliant user. As a general policy, however, the Company will seek to resolve compliance matters informally with a user before pursuing formal enforcement proceedings.

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

Section V - Wastewater Control and Protection of Collection Systems

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 and Section X 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 **and Section X** 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 T.2 (General Sewer Use Requirements), T.3 (Pretreatment of Wastewater), T.8 (Compliance), T.9 (Administrative Enforcement Remedies), and T.10 (Judicial Enforcement Remedies). (The term “treatment works,” as defined in Section A and used throughout Section T **and Section X** of this tariff, includes the Company’s wastewater collection and conveyance facilities.)

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2.3. Prohibited Discharges

No user shall introduce or cause to be introduced into the Company’s collection and conveyance facilities any substance, pollutant or wastewater which may cause an obstruction to the flow in the sewer system, corrosion or other damage to the treatment works, interference or pass-through, or a hazard to the Company’s personnel or the general public.

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

Section X – Fat, Oil, and Grease (FOG) Control

1. APPLICABILITY

This Section X establishes uniform requirements applicable to FOG Users. The objectives of these rules, in addition to the objectives of subsections T.1.1.b.vii and T.1.1.b.viii, are to prevent interference or pass-through in the treatment works caused solely, or in part, by the contribution and accumulation of FOG and associated solids from FOG Users and in doing so prevent sanitary sewer system and combined sewer system blockages, restrictions, obstructions, and overflows.

2. REQUIREMENTS

2.1 Prohibited Discharge

(a) In addition to the general and specific prohibitions of subsections T.2.1 and T.2.5, compliance with the following specific prohibitions is required of FOG Users:

- i. Disposal of waste cooking oils and yellow grease into the treatment works is prohibited. All waste cooking oil and yellow grease shall be collected and stored properly in covered holding tanks, oil bins, or drums to prevent entry into the treatment works. Waste oils and yellow grease shall be disposed offsite by a licensed hauler and at such facilities permitted to receive such wastes, such as an oil recycler.
- ii. It is prohibited to clean kitchen equipment, hood baffles, and similar equipment outside so as to cause or allow FOG residues from cleaning operations to enter the treatment works. Likewise, waste cooking oil and yellow grease and waste petroleum substances shall be collected and stored properly in covered holding tanks, oil bins, or drums to prevent entry into the sanitary sewer system or combined sewer system.
- iii. Wastes removed from grease control devices shall not be returned to the grease control devices or discharged into any portion of the sewer collection system, and shall be disposed offsite by a licensed hauler and at such facilities permitted to receive such wastes.
- iv. Black water shall not be discharged through FOG control devices.

3. FOG CONTROL DEVICES

1.1 General

- (a) FOG users shall install, operate and maintain FOG control devices to capture and remove fats, oils, greases, solids, and grits prior to discharge to the treatment works when the Company determines such devices are necessary to further the purposes of this tariff. All such devices shall be installed per the manufacturer's recommendation to accommodate both the maximum flow rate and the maximum FOG capacity expected to occur. FOG Users are responsible for the costs associated with purchasing, installing, operating, upgrading, replacing, cleaning, and maintaining FOG control devices. The Company shall have the right to enter the premises of FOG users to determine whether the FSE is complying with the requirements of this tariff and any issued FOG discharge permit, including sampling. Sampling and inspections shall be at the discretion of the Company. Effluent from FOG users will be surcharged according to subsection X.8.

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

Section X – Fat, Oil, and Grease (FOG) Control (cont'd)

- (b) FOG control devices shall comply with the design standards and specifications of the Company. It shall be at the Company's discretion to determine which appliances are connected to FOG control devices. The Company may require plumbing to be modified or rerouted to connect appliances to, or disconnect appliances from, FOG control devices. Where there is a conflict between local building code and Company design standards and specifications, the most restrictive shall apply.
- (c) When requested, FOG Users shall submit completed FOG control device sizing sheets that are provided by the Company. Alternate sizing sheets may be acceptable for submission at the discretion of the Company. The Company may determine the maximum flow rate and maximum FOG capacity of both interior and exterior FOG control devices. If a pre-rinse sink is available, the dishwasher shall not be connected to a FOG control device. If no pre-rinse sink is available before a dishwasher, the dishwasher shall be connected to a FOG control device. Clean-out access points must be located on the influent and effluent sides of FOG interceptors and FOG/grit separators. FOG control device cut sheets must receive written approval by the Company prior to FOG control device installation.

1.2 New FOG Users

New FOG users, whether located in preexisting construction or new construction, are required, at the Company's discretion, to install, maintain, and properly operate FOG control devices meeting the design and specification requirements of the Company. The Company may determine which FOG contributing sources and appliances, or potential FOG contributing sources and appliances, are required to be connected to FOG control devices in accordance with Company design standards and specifications unless a variance from this requirement is granted by the Company in writing.

1.3 Existing FOG Users

Existing FOG Users may be required to verify and provide documentation that existing FOG control device size, type, plumbing, and location are in accordance with Company design standards and specifications. An existing FOG User whose FOG control device is determined to be undersized, substandard, past its usable life, whether from loss of structural integrity or functionality, or inadequately maintained to minimize FOG and associated solids from entering the treatment works shall be notified, in writing, of the deficiencies and of the required improvements. Required improvements include, but are not limited to, installing new FOG control devices, rerouting of plumbing to direct only and all wastewater containing FOG to device(s), removing or rerouting food grinders and associated plumbing, complete removal and replacement of FOG control devices, installing strainer baskets or other devices in sinks and floors. A compliance deadline shall be provided in the written notification.

1.4 Installation

- (a) FOG control devices shall be located so as to be readily and easily accessible for cleaning, maintenance, and inspections and provide clearance for waste hauling vehicles where applicable. FOG control devices should not be installed in "drive-thru" lanes when possible.

PENNSYLVANIA-AMERICAN WATER COMPANY

RULES AND REGULATIONS

Section X – Fat, Oil, and Grease (FOG) Control (cont'd)

- (b) FOG interceptor and FOG/grit separator manholes shall be accessible for inspection by the Company at all times and shall be accessible by a single individual using standard tools of the trade.
- (c) FOG interceptors or FOG/grit separators with sampling manholes may be required to pass integrity testing prior to backfilling and prior to the device being placed in service using the appropriate ASTM testing method approved by the Company. The contractor shall provide a minimum of 48 hours notice to the Company of the contractor's intent to perform any testing.

1.5 Variance

- (a) Where it is demonstrated to the satisfaction of the Company that the installation of a required interior or exterior FOG control device is not feasible or is physically impossible to install, then an adequate and approved alternate interior or exterior FOG control device trap may be permitted. FOG interceptors and FOG/grit separators may be installed in series if greater capacity is needed if approved in writing by the Company.
- (b) Where it is demonstrated to the satisfaction of the Company that the installation of a FOG control device is impractical due to existing conditions, the FOG User shall comply with the following conditions: (i) Construct an appropriate sampling manhole or sampling lamp hole at the FOG user's expense. (ii) Maintain the sampling location so that it is easily accessible for inspection and monitoring and is in effective operating condition. (iii) Apply for a FOG discharge permit.

1.6 Maintenance

- (a) FOG control devices shall be cleaned as often as necessary to ensure that sediments and floating materials do not accumulate to impair the efficiency of the unit, the discharge is in compliance with discharge limits and prohibitions, minimal oil or grease is observed in the discharge to the sewer system, and the requirements of this tariff are met.

The use of any biological or chemical additives such as enzymes, solvents and chemical emulsifiers, as substitutes for grease interceptors or oil/water separators, or the proper maintenance of grease interceptors or oil/water separators, is prohibited. However, the use of biological additives comprised of 100% bacterial cultures as a supplement to maintenance may be authorized, in writing, by the Company on a case-by-case basis.

- (b) FOG interceptors shall be completely evacuated when the combined volume accumulations of surface FOG (including floating solids) and settled solids reaches twenty-five percent (25%) of the FOG interceptor's overall liquid volume. FOG interceptors must have the complete contents of both chambers pumped out and cleaned at a frequency of at least every 90 days regardless of whether the 25% contents accumulation is reached. The Company may, at its discretion, require FOG interceptors to be cleaned more or less frequently on a case-by-base basis provided the FOG interceptor is cleaned at least once every 180 days. The Company may require a change in cleaning frequency, FOG control device upgrade, installation of additional FOG control devices, or the rerouting of internal plumbing. FOG users are required to abide by the cleaning frequency assigned by the Company.

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Section X – Fat, Oil, and Grease (FOG) Control (cont'd)

- (c) At no time shall a FOG trap exceed its actual or calculated maximum FOG weight rating. FOG traps shall be completely evacuated at a frequency of at least once every 30 days. The Company may, at its discretion, use a FOG production worksheet to quantify the amount of FOG in a FOG trap to determine compliance and minimum cleaning frequency and require FOG traps to be cleaned more or less frequently on a case-by-case basis provided the FOG trap is cleaned at least once every 90 days. A third-party service is required to clean FOG traps unless self-cleaning by a FOG user is approved by the Company in writing. The Company may require a change in cleaning frequency, FOG control device upgrade, installation of additional FOG control devices, or the rerouting of internal plumbing. FOG users are required to abide by the cleaning frequency assigned by the Company.
- (d) FOG/grit separators shall be completely evacuated when floating oil is more than 2 inches in depth or when the total combined volume accumulations of surface oil, including floating solids, and settled solids combined reaches twenty-five percent (25%) of the FOG/grit separator overall liquid volume. Based on inspection results, the Company may require a change in cleaning frequency or a FOG/grit separator upgrade, installation of additional FOG/grit separators, or the rerouting of internal plumbing.

4. Permit

The Company may issue, at its discretion, FOG discharge permits to FOG users. FOG users must apply for a FOG discharge permit within 30 days of receiving a FOG discharge application form from the Company. FOG discharge permits will be issued on a case-by-case basis after evaluation by the Company. FOG discharge permit conditions may include, but are not limited to: general prohibitions, discharge limitations, FOG control device installation requirements, FOG control device cleaning frequency and scheduling requirements, reporting and record-keeping requirements, sample manhole installation, and sampling requirements. The sampling manhole requirements of subsection T.6.10.g shall apply. FOG users may be permitted through individual or general permits.

5. Responsibility – Owner

Owners of commercial properties where FOG users are located shall ultimately be held responsible for wastewater discharges from leaseholders on their property and for any installation, repair, replacement, or maintenance of FOG control devices. This does not preclude contracts and agreements between the FOG user and/or FOG discharge permittee and the property owner, but when in a dispute the Company will defer responsibility to the property owner.

6. Best Management Practices. FOG users shall implement Best Management Practices necessary to minimize the discharge of FOG to the sanitary sewer system or combined sewer system. Such practices include, but are not limited to:

- (a) Disposing of waste cooking oil and yellow grease in grease recycle bins or containers. Waste cooking oil and yellow grease shall not be poured into any sinks, floor drains, mop sinks, or access points to the sanitary sewer or combined sewer system.
- (b) Posting signage above sinks and other locations in the facility to remind employees of proper FOG disposal habits.
- (c) Dry wiping and scraping into the trash as much food and grease residue from pots, plates, cooking utensils, pans, and serving dishes as possible before washing.

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Section X – Fat, Oil, and Grease (FOG) Control (cont'd)

- (d) **Cleaning any FOG spills using dry oil-absorbent materials or using ice to cause the FOG to solidify before removing the material for disposal in a trash receptacle. Spilled FOG shall not be washed into floor drains.**
- (e) **Disposing of food items in the trash.**
- (f) **Educating and training employees regarding proper FOG management.**
- (g) **Minimizing use of soaps and degreasers that may be discharged through a grease control device.**
- (h) **Installing drain screens on all sinks and floor drains.**
- (i) **Ensuring FOG control device cleaning and maintenance is at a frequency optimized for device performance.**
- (j) **Installing drain tempering valves on dishwasher wastewater lines to ensure temperatures are less than 140 degrees F (60 degrees C).**
- (k) **Limiting water discharge temperatures in all sinks to temperatures less than 140 degrees F (60 degrees C).**

7. Reporting

7.1 Notifications. If a FOG control device becomes inoperable for any reason, the facility owner shall inform the Company within 48 hours of the unit first becoming inoperative.

7.2 Records

- (a) **FOG Users shall maintain records demonstrating proper operation, cleaning, and maintenance of FOG control devices, retain such records for a period of at least five (5) years, and make such records available to the Company upon request. Such records shall be available at the establishment premises. The records may be in hardcopy or digital format but must be immediately available for presentation upon request of the Company. The types of records to be maintained include:**
 - (i) **FOG control device maintenance, repair and service documents including, but not limited to, hauling manifests and receipts.**
 - (ii) **FOG control device observation logs.**
 - (iii) **Waste cooking oil (yellow grease) or oil recycler manifests, including quantity removed offsite and location of disposal.**
 - (iv) **Wastewater discharge sampling analytical reports and chains of custody.**
 - (v) **Employee training records.**
- (b) **Manifests shall include, at a minimum, the date of cleaning/maintenance, company or person conducting the cleaning/maintenance, combined volume (in gallons) of FOG, solids, and wastewater removed and hauled off-site, and the FOG User's name, address, and telephone number.**

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Section X – Fat, Oil, and Grease (FOG) Control (cont'd)

- (c) The Company may require the periodic physical or electronic submission of written reports or documentation regarding the cleaning, maintenance, and operation of FOG control devices and removal of FOG bearing wastes. When physically mailed, written reports and documentation will be deemed to have been submitted on the date postmarked. For reports and documents that are not physically mailed, including those submitted by electronic mail, the date of receipt shall govern.
- (d) FOG Users shall participate in any record and maintenance tracking system methods implemented by the Company.

8 Fees and Charges. The Company shall have the ability to assess fees and charges as follows:

8.1 General Fees

- (a) FOG User Discharge Permit Application Fee: \$100
- (b) FOG User Discharge Permit Transfer/Modification/Renewal Fee: \$25
- (c) FOG User Facility Inspection Fee: \$200
- (d) FOG User Facility Maintenance Record Review Fee: \$25
- (e) Sampling and Analysis Fee: Fees and charges shall be assessed as described in Section T.1.e
- (f) Accidental Discharge, Slug Control, and/or Monitoring Fee: Fees and charges shall be assessed as described in Section T.1.f.
- (g) Compliance and Enforcement Fee: Fees and charges shall be assessed as described in Section T.1.g.
- (h) Damage Repair: Fees and charges shall be assessed as described in Section T.1.h.

8.2 Specific Fees

- (a) FOG User loading fees and any special discharge fees shall be applied, calculated, and administered with the methods described in Section T.7.2 and Section T.7.3. Pollutant removal costs used shall be the same as the pollutant removal costs of Section U for each appropriate district or area.
- (b) In the event the Company cleans, repairs, or replaces a portion of the treatment works blocked by or impacted by FOG originating from a FOG User, the FOG User shall reimburse the Company for those costs. The damage and liability requirements of Section T.3.5 shall apply.

9 Right of Entry: Inspection and Sampling

The Company shall have the right to enter the premises of FOG Users to perform the actions as set forth in Section T.8. The Company, when deemed necessary based on the results of the inspection, may require a FOG User to schedule pumping of their FOG control device(s). In addition, the Company may require a FOG User to notify the Company at least 24 hours prior to any pumping, cleaning, maintenance, or certification of a FOG control device so the Company can perform an inspection.

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Section X – Fat, Oil, and Grease (FOG) Control (cont'd)

10 Administrative Enforcement Remedies

Failure of the user to properly design, size, install, operate, repair, upgrade, or maintain FOG control devices and comply with these requirements in a timely manner as determined by the Company, shall be deemed a violation of these rules. In determining appropriate enforcement remedies for FOG Users, the Company shall abide by the administrative enforcement remedies and judicial enforcement remedies of Section T.9 and Section T.10.

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Section Y – PAWC’s Powers and Duties as Receiver

Unless otherwise stated in a Commission Order appointing PAWC to serve as the receiver (“Receiver”) of a public utility’s wastewater system (the “System”), PAWC shall be authorized to take the actions identified in this Rule and serve as the Receiver for the public utility, subject to the conditions stated in this Rule.

1. That PAWC, in its capacity as Receiver of the public utility, shall have the following duties and responsibilities.
 - a. Operate the System in compliance with all applicable State, Federal, and local laws and regulations.
 - b. Maintain any existing or necessary permits, licenses, approvals, authorizations, orders, consents, registrations, or filings.
 - c. Submit an initial status report to the Commission within 60 days of assuming operations and then quarterly thereafter to detail any relevant updates pursuant to duties and responsibilities assigned through receivership.
 - i. The status reports should include a listing of recommended capital improvements, identifying the capital improvements necessary to improve the performance of the System, to address or anticipate the obsolescence of portions of the System, to reduce the cost of operating the System, to provide cost savings or efficiency innovations to the System, or to comply with existing or anticipated changes to applicable laws and regulations.
 - d. Conduct an evaluation of the System, identify the deficiencies in the System’s physical conditions, facilities and operational procedures, identify and prepare a plan of capital and operational improvements and report the results of such evaluation, as well as any DEP mandated capital improvements, to the Commission.
 - e. Provide all supervision and personnel necessary to operate the System in a professional, efficient and economic manner, and in accordance with sound operating practices and prudent industry and utility standards.
 - f. Respond to System emergencies by taking necessary action to ensure the continued provision of adequate, efficient, safe and reasonable service.
 - g. Notify appropriate regulatory or governmental agencies regarding any emergency which, in the reasonable judgment of the Receiver, is likely to result in material loss or damage to the System or constitute a material threat to human health or safety.
 - h. Provide for normal routine maintenance and the provision of supplies for the System.
 - i. Keep financial and accounting records and all pertinent operating data and information relating to the System as prudent industry and utility practices would require.
 - j. Assume the public utility’s billing and collection functions.
 - k. Provide the public utility’s customer service.

