

TOTAL ENVIRONMENTAL SOLUTIONS, INC.

**RATES, RULES AND REGULATIONS
GOVERNING THE FURNISHING OF WATER
IN PORTIONS OF
FOSTER TOWNSHIP, BUTLER TOWNSHIP,
AND DENNISON TOWNSHIP
COUNTY OF LUZERNE, PENNSYLVANIA**

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BY: Paul Maeder, General Manager

CHANGES MADE BY THIS TARIFF

This tariff replaces, in its entirety and without change (except as to form), Total Environmental Solutions, Inc.'s Tariff Water – Pa. P.U.C. No. 1

TABLE OF CONTENTS

Title Page Original Title Page

List of Changes Original Page No. 2

Table of Contents Original Page No. 3

Rules and Regulations:

1. Definitions Original Page No. 4
2. Filing, Posting and Effect Original Page No. 6
3. Application for Service Original Page No. 11
4. Customer’s Deposit Original Page No. 11
5. Metered Service Original Page No. 11
6. Service Connections Original Page No. 12
7. Turn Off (Service Calls) Original Page No. 12
8. Billing and Payment Original Page No. 12
9. Residential Service Termination Procedures Original Page No. 13
10. General Original Page No. 14
11. Water Conservation Contingency Plan Original Page No. 15
12. Water Rationing Plan – Pennsylvania Original Page No. 17
13. Schedule of Rates and Charges for Service Original Page No. 18

RULES AND REGULATIONS

1. Definitions

The following terms, wherever used in the tariff, shall be defined as set forth below:

Availability Service	shall mean service that is reserved to be available to a customer upon application and installation of company's main to serve lot.
Commercial Service	shall mean service to property used for commercial purposes.
Commission	shall mean Pennsylvania Public Utility Commission.
Company	shall mean Four Seasons Water Company, Inc., and its duly authorized officers, agents and employees, each acting within their scope of employment.
Company's Service Line	shall mean the connecting facilities between the Company's distribution main and the customer's service line, generally consisting of a valve or corporation stop at the main, piping therefrom to the street curb line, terminating in a curb stop and curb box.
Contributor	shall mean a person who requests a main extension and agrees to the terms for a water main extension agreement.
Customer	shall mean a person having a legal right to occupy property receiving service from the Company served by the Company's lines upon request. If collection activity is undertaken by the Company against an availability service customer for nonpayment of bills, such an account will no longer be a customer.
Customer's Service Line	shall mean the connecting facilities extending from the Company's curb stop and curb box at the property line to a point of consumption
Dwelling Unit	shall mean any living area including separate kitchen and bathroom facilities.
Main	shall mean the pipe facilities system that provides utility service under this tariff, located in a public highway, street, alley, or private right-of-way.

Meter	shall mean a device for measuring the quantity of water delivered to a customer.
Person	shall mean any individual, corporation, partnership, cooperative, or association.
Property	shall mean a single lot or subdivided parcel of land including improvements thereof, to which water service is provided or which is available to be provided upon application.
Residential Service	shall mean a service to property for present or future residential purposes.
Single Point Customer	shall mean a customer who receives service on behalf of multiple residential properties and provides service as an association.
Tariff	shall mean the entire body of effective rates, charges, rules and regulations, as set forth herein.
Usage Service	shall mean the delivery of water service that commences upon the installation and connection of a customer's service line to the Company's service line.

2. Filing, Posting and Effect

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

3. Application Procedure for Service, Change in Customer or Service and Main Extensions

3.1 Apply for New Service: Before new service is provided by the Company, a new prospective customer shall complete and submit to the Company a written application for service. Service will be provided if the applicant satisfies the credit regulations and this tariff. The customer's application, if accepted by the Company, and these Rules and Regulations constitute the contract between the customer and the Company; by taking of utility service, agrees to be bound thereby.

3.2 Customer's Duty to Notify Company of Change in Service: It shall be the obligation of each customer to provide the Company seven days' notice of changes in service. The notice should include discontinuation of service, change in billing address or change in type of service. If service is to be discontinued, then upon receipt of such notice the Company shall submit to the customer a final bill for the service to be discontinued.

3.3 Main Extensions:

Definitions

1. Annual Line Extension Costs: The sum of a company's additional annual operating and maintenance costs, debt costs, and depreciation charges associated with the construction, operation, and maintenance of the line extension.
2. Annual Revenue: (Four Line Extension Purposes) The company's expected additional annual revenue from the line extension based on the company's currently effective tariff rates and on the average annual usage of customers similar in nature and size to the bona fide service applicant.
3. Bona Fide Service Applicant: (For Line Extension Purposes) A person or entity applying for water service to an existing or proposed structure within the utility's certificated service territory for which a valid occupancy or building permit has been issued if the structure is either a primary residence of the applicant or a place of business. An application shall not be deemed a bona fide service applicant if:

- (a) applicant is requesting water service to a building lot, subdivision, or a secondary residence;
 - (b) the request for service is part of a plan for the development of a residential dwelling or subdivision; or
 - (c) the applicant is requesting special utility service.
4. Company Service Line: The water line from the distribution facilities of the company which connects to the customer service line at the hypothetical or actual line or the actual property line, including the control valve and valve box. The control valve and valve box determine the terminal point for the company's responsibility for the street service connection.
 5. Customer: A person or entity who is an owner or occupant and who contracts with the company for water service.
 6. Customer Service Line: The water line extending from the curb, property line, or utility connection to a point of consumption.
 7. Debt Costs: The company's additional annual cost of debt associated with financing the line extension investment based on the current debt ratio and weighted long-term debt cost rate for the utility or that of a comparable jurisdictional water utility.
 8. Depreciation Charges: The utility's additional annual depreciation charges associated with the specific line extension investment to be made based on the current depreciation accrual rates for that company or that of a comparable jurisdictional water company.
 9. Line Extension: (For Line Extension Purposes) An addition to the company's main line which is necessary to serve the premises of a customer.
 10. Operating and Maintenance Costs: (For Line Extension Purposes) The utility's average annual operating and maintenance costs associated with serving an additional customer, including customer accounting, billing, collections, water purchased, power purchased, chemicals, and other variable costs based on the current total company level of such costs, as well as costs particular to the specific needs of that customer, such as line flushing.
 11. Public Utility: Persons or corporations owning or operating equipment or facilities in this Commonwealth for diverting, developing, pumping, impounding, distributing, or furnishing water to or for the public for compensation.

12. Short-term Supply Shortage: An emergency which causes the total water supply of a company to be inadequate to meet maximum system demand.
13. Special Utility Service: Residential or business service which exceeds that required for ordinary residential purposes. See additional clarification in the main extension portion of this tariff.

3.4 Line Extensions

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

1. Requests by Bona Fide Service Applicant: Each company shall file with the Commission, as part of its tariff, a rule setting forth the conditions under which facilities will be extended to supply service to an applicant within its service area. Upon request by a bona fide service applicant, a utility shall construct line extensions within its franchised territory consistent with the following directives:
 - (a) Line extensions to bona fide service applicants shall be funded without customer advance where the annual revenue from the line extension will equal or exceed the company's annual line extension costs.
 - (b) If the annual revenue for the line extension will not equal or exceed the company's annual line extension costs, a bona fide service applicant may be required to provide a customer advance to the utility's cost of construction for the line extension. The utility's investment for the line extension shall be the portion of the total construction costs which generate annual line extension costs equal to annual revenue from the line extension. The customer advance amount shall be determined by subcontracting the utility's investment for the line extension from the total construction costs.

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

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

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

- (a) When a customer advance is required of a service applicant and an additional customer or customers attached service lines to the line extension within ten years, the utility shall refund a portion of the advance to the customer. Deposits made for additional facilities other than the line extension, such as booster pumps, storage tanks, and the like, are Contributions in Aid of Construction and need not be refunded.
- (b) The company will refund to the applicant, during a period of ten (10) years from the date of the extension deposit, a per-customer amount for each additional bona fide service applicant from whom a street service connection shall be directly attached to such main extension as distinguished from extensions or branches thereof. Provided, however, that the total amount refunded shall not exceed the original deposit without interest, and provided that all or any part of the deposit not refunded within said 10 year period shall become the property of the company and shall be treated as Contributions in Aid or Construction for rate making purposes.
- (c) A utility shall require a customer to pay, in advance, a reasonable charge for service lines and equipment installed on private property for the exclusive use of the customer.
- (d) Special Utility Service shall mean residential or business service which exceeds that required for ordinary residential purposes. Section G(1) parts (a) through (c) of this tariff does not apply to special utility service. By way of illustration and not limitation, special utility service shall include: the installation of facilities such as oversized mains, booster pumps, and storage tanks as necessary to provide adequate flow so to meet specific pressure criteria, or service to large water consuming commercial and industrial facilities. An otherwise bona fide applicant requesting service which includes a "special utility service" component is entitled to Bona Fide applicant status, including the corresponding company contribution toward the costs to the line extension which did not meet the special utility service criteria.

3. Requirement for Extension deposit Agreement: Where extension of facilities is not fully funded by the company pursuant to Rule 1 of this Section, the execution by the applicant of an Extension Deposit Agreement for customer contribution or advance shall be a condition extending the facilities. Upon notice that the company is preparing and able to go forward with the work, the applicant will deposit with the company the amount specified in the Extension Deposit Agreement.
4. Size of Line: The company shall have the exclusive right to determine the type and size of lines to be installed and the other facilities required to render adequate service. However, where the company decides to install a pipe larger than necessary to render extension of adequate service to the applicant, estimated or actual cost figures in the Extension Deposit Agreement shall include only the material and installation cost for a pipe the size of which is necessary to provide adequate service to the applicant. Any incremental costs of a larger pipe will be the responsibility of the company. All estimated or actual cost figures referred to in the Extension Deposit Agreement shall include a reasonable allowance for overhead costs and taxes as appropriate. The minimum pipe size for main extension will be six (6) inches pursuant to Commission Regulation at 52 Pa. Code § 65.17(b).
5. Length of Extension: In determining the necessary length of an extension, the terminal point of such extension shall be at that point in the curb line, which is equidistant from the side property lines of the last lot for which water service is requested. A company service connection will be provided only for customer service lines that extend at right angles from the curb line in a straight line to the premises to be served.
6. Cost True-up: At the conclusion of the line extension project there shall be a reconciliation of the actual costs incurred to the amount of extension deposit that has been paid by the customer. If the actual cost exceeds the deposit, the applicant shall be responsible for payment to the company of the difference. If the deposit exceeds the actual cost, the company shall refund the difference.

4. Customer's Deposit

4.1 Company's Right to Require Deposit: The Company may require an applicant or customer to post a cash deposit equal to the estimated bill for a period of one billing period plus one month. The Company shall first provide written notice of its intent to require a cash deposit. For an existing customer, the Company shall require a deposit when the customer has been delinquent in payment of any two consecutive bills or three or more bills within the proceeding twelve months or an applicant unable to satisfy the credit requirements for new service. The Customer's deposit shall be maintained by the Company. After written notification by Company that a deposit is required, the Customer may elect to pay the deposit in full within 21 days or up to three installments, with 50% due upon Company's notification that a deposit is required, 25% due thirty days after Company's notice and the 25% due sixty days after Company's notice. Interest at the rate authorized by the Commission regulation at 52 Pa. Code §56.57, shall be paid annually to the customer, or, at the option of either the Company or the customer, shall be applied to reduce bills for water service in lieu of a cash refund. The Company will refund to customer the deposit received from customer, plus interest upon a) customer's notice to discontinue service and after payment in full has been made for all service rendered, b) the Customer's timely payment of undisputed bills for service in ten months out of the past twelve consecutive months, and is not currently delinquent.

5. Metered Service

5.1 Metering of Customers: Pursuant to a meter installation schedule approved by the Commission, Company shall install a meter on each property with a structure and where usage service is provided.

6. Service Connections

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

6.2 Company Shall Inspect All Installations Of Customers' Service Line: All customer service lines from the curb to the real property shall be of pipe approved by the Company, and kept in good repair at the expense of the customer. The Customer shall notify the Company of the installation of the customer's service line and Company shall inspect the installation prior to its enclosure. Customer shall pay a fee of \$25 for the inspection that shall be paid at time of customer's request for usage service. Customer's service line shall be kept in good repair at the customer's expense.

6.3 Location: Customer service lines shall be laid consistent with sound engineering practices and in conformance with all governmental regulations and ordinances. Each property served shall be individually supplied through a separate service pipe from the main.

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

7. Turn Off (Service Calls)

7.1 Customer's Request: A customer may schedule the Company to turn-on or turn-off water service at the curbstop during normal business hours. Water service shall not be turned on or off by any person not an agent of the Company. A charge of \$25 shall be billed for each visit by the Company's personnel to the Customer's property to turn or turn off the water service during normal business hours.

7.2 Termination by Company: Pursuant to Section 9, water service may be turned off from a customer failing to comply with these Rules and will not be again turned on until satisfactory assurance is given that these Rules will be complied with and all proper and necessary expense incurred in turning off and turning on the water are paid in full.

7.3 Emergency Turn-off by Company: Water service may be turned off to a property whenever a customer allows water to run to prevent freezing, allowing it to run to waste, or otherwise endanger the water system. Water service will not be again turned on until satisfactory assurance is given that the practice will be discontinued and all proper and necessary expense incurred in turning off and turning on the water are paid in full. A charge of \$25 shall be billed for each visit by the Company's personnel to the Customer's property to perform an emergency turn-off performed during normal business hours, and \$35 if performed outside of normal business hours.

8. Billing and Payment

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

8.2 Due Date: The due date for payment of bills shall be twenty (20) days from the date the bill is mailed, unless another later date is specified on the bill. Payments mailed, as evidenced by the United States Post Office mark, shall be deemed received by the due date.

8.3 Late Payment Charge: A late payment charge shall be assessed as provided by Rule 11 shall be calculated on the overdue portion of the Customer's delinquent bill. Late payment charge shall be imposed when payments for service are received in person at the Company office or at the office of an authorized collection agent after the due date. Such penalties will be calculated each billing period thereafter only on the overdue portions of the bills.

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

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

9. Residential Service Termination Procedures

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

- a) nonpayment of an undisputed account,
- b) failure to post a cash deposit,
- c) unreasonable refusal to permit access to meters, service connections and other property of the utility for the purpose of maintenance, repair or meter reading,
- d) unauthorized use of the utility service,
- e) failure to comply with a material term of a settlement or payment agreement,
- f) fraud or misrepresentation of identity for the purpose of obtaining utility service.

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

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

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

9.5 Termination Procedures For Tenant Occupied Structure: The Company shall employ the procedures consistent with the Commission's regulations and the Public Utility Code to terminate residential service at a structure occupied by tenants.

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

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

10. General

10.1 Resale: No person shall purchase water from the Company and resell the water.

10.2 Unauthorized Use: If any person shall make any unauthorized connection to any water piping supplied from the Company's water system, or any unauthorized extension of any existing water piping, whether or not the water in such piping is being registered on a water meter, the Company shall, in addition to any and/or all other remedies, immediately discontinue water service to such unauthorized connection or extension. In the case of any dispute concerning the authority for any such connection or extension, the burden of proof shall be upon the customer to establish the validity of such authority.

10.3 No Guarantee of Supply or Pressure: Nothing in these Rules, nor any contract or representation, verbal or written, of the Company or any of its employees shall be taken or construed in any manner to be or constitute a guarantee to furnish any specific pressure or specific quantity of water through any service connection, but the Company will at all times, and under all conditions, endeavor to maintain the efficiency of the service consistent with Commission regulations and the Safe Drinking Water Act.

10.4 Abnormally Large Quantities of Water: Any usage that will result in the usage of an abnormally large quantity of water, such as swimming pool or such other purposes, the Customer shall request in advance permission to take water in unusually large quantities, and approval will be given only if it can be safely delivered through the Company's facilities and if other customers are not inconvenienced.

10.5 Complaints: Complaints with regard to the character of the service furnished or the reading of meters, or of the bills rendered, may be directed to either the PUC or to the Company.

10.6 Indemnity: No agent or employee of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter or intent of these Rules and Regulations. The Company will not be liable for any claim or damage arising from a shortage of water, the breaking of machinery or other facilities, or any other cause beyond its control.

10.7 Violation of Rules: For violation of its Rules, the Company reserves the right to turn off the water after due notice and cancel the contract.

10.8 Changing Rules: Rules, regulations and rates may be amended, altered and changed by the Company at any time in the manner provided by law upon the approval of the Commission.

11. Water Conservation Contingency Plan

11.1 Authority to Impose Conservation Measures: If the Company experiences a short-term water supply shortage or other emergency condition, the Company may initially request voluntary general conservation of water uses. If voluntary measures are not successful, then the Company may impose mandatory conservation measures deemed necessary to reduce or eliminate the nonessential uses of water. Water emergency conservation measures will continue in effect until terminated by the Company. The Company through its duly authorized agent shall declare a "water emergency" and impose water use restrictions consistent with these Rules.

11.2 Curtailement of Nonessential Use: In the event of a either actual or imminent short-term water supply shortage or any other emergency condition affecting the adequacy of the supply of water to the domestic users of the Company's water system or the fire fighting capacity of the system, the Company shall require any or all users to curtail or discontinue the use of water for nonessential purposes, and such curtailment or discontinuance shall remain in effect for the duration of such emergency.

The following water uses are declared nonessential, and anyone or more of such nonessential uses shall be prohibited within the service territory:

- a. The use of hoses, sprinklers, or other means for sprinkling or watering of shrubbery, trees, lawns, grass, plants, vines, gardens, vegetables, flowers, or any other vegetation.
- b. The use of water for watering golf courses.
- c. The use of water for washing automobiles, trucks, trailers, trailer houses, or any other type of mobile equipment.
- d. The washing of streets, driveways, parking lots, service station aprons, office buildings, exteriors of homes, sidewalks, apartments, or other outdoor surfaces.
- e. The operation of any ornamental fountain or other structures making a similar use of water.
- f. The use of water for filling swimming or wading pools.
- g. The operation of any water-cooled comfort air conditioning which does not have water-conserving equipment.
- h. The use of water from fire hydrants for construction purposes, fire department drills, or testing fire apparatus, except as deemed necessary and approved in the interest of public health or safety by the municipal health officials.
- i. The use of water to flush a sewer line or sewer manhole.
- j. The use of water for commercial farms and nurseries other than a bare minimum to preserve plants, crops and livestock.

11.3 Priorities and Procedures: The following priorities and procedures shall be established in the event water conservation measures are necessary:

- a. Voluntary cooperation by the customers will initially be requested by the Company.
- b. Customers shall be notified of the implementation of the Water Conservation Contingency Plan, at least one day prior to its effective date, by either mailing notices to all customers, or by providing an announcement through the public media (radio and/or television, or providing an advertisement in a newspaper circulated locally).
- c. If voluntary cooperation does not achieve satisfactory results, mandatory compliance will be imposed. If any customer refuses to comply with such mandatory measures, the Company may either adjust the outside water valve connection in a manner which will restrict water flow by up to ½, or may otherwise restrict flow such as by the insertion of a plug device.

Note: Prior to such valve adjustment or other flow restriction being imposed, the Company will make a bona fide attempt to deliver notice of the valve adjustment or other flow restriction to a responsible person at the affected premises and fully explain the reason for the proposed flow restriction and the means by which the customer may eliminate the grounds for such flow restriction. Less restrictive means may be imposed to secure such compliance.

- d. These conservation measures shall be terminated at such time as the supply shortage is eliminated.
- e. Complete service termination may be imposed by an Administrative Law Judge or other presiding officer of the Commission after an expedited hearing has been held to provide an affected customer, who has been aggrieved by the mandatory curtailment, with an opportunity to be heard, if the customer has filed a complaint with the Commission.

12. Water Rationing Plan – Pennsylvania Emergency Management Council

In addition to the provisions as set forth above, the Pennsylvania Emergency Management Council is authorized to promulgate, adopt, and enforce a Water Rationing Plan by virtue of the Emergency Management Service Code, 35 Pa. C.S. §1701 et seq. as implemented by the Drought Emergency Proclamation dated November 6, 1980.

13. Schedule of Rates and Charges for Service

13.1 Residential Usage Service shall be billed \$19.88 per month for each customer that receives usage service.

13.2 Availability Service shall be billed at the rate of \$6.38 per month for each lot that has a water main installed and available to serve the lot; however, contiguous lots with the same owner shall be considered as one customer.

13.3 Commercial Service shall be billed as follows: A monthly charge of \$21.42 per Equivalent Dwelling Unit (EDU) as calculated for sewer treatment service provided by Butler Township Authority.

13.4 Late Payment Charge of 1.5% of the overdue bill shall be applied to any bill not paid by the due date.

13.5 Service Call The Company shall charge \$25.00 per each inspection the Customer has requested for a service call during normal business hours and when the Company, after inspection, determines that the service call is attributed to the Customer or the Customer's facilities. If the service call is required after normal business hours, the service call shall be \$35.