

TOTAL ENVIRONMENTAL SOLUTIONS, INC.

Tariff Water – Pa. P.U.C. No. 4
Canceling Tariff Water – Pa. P.U.C. No. 2

TOTAL ENVIRONMENTAL SOLUTIONS, INC.

**RATES, RULES AND REGULATIONS
GOVERNING THE DISTRIBUTION OF WATER
WITHIN THAT
PORTION OF TOWNSHIP OF SANDY,
COUNTY OF CLEARFIELD, PENNSYLVANIA**

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BY: Paul Maeder

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. 2.

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RULES AND REGULATIONS

1. Definitions

1.1 Wherever used in this tariff, unless the context clearly indicates otherwise, the following terms shall have the meanings hereinafter set forth:

Company: Riviera Utilities Water Company of Pennsylvania, its successors and assigns, and its duly authorized officers, agents and employees, acting within the scope of their authority and employment.

Customer: (1) The party requesting water service; and (2) The owner of a tract of land required to pay an availability or ready-to-serve charge as provided herein.

Company Service Line The connection between the distribution facilities or pipeline extensions of the Company and the inlet of a Customer's service line at the curb or property line, consisting of piping and valve or corporation stop.

Customer Service Line The line extending to a point of consumption from the curb, property line or the end of the Company's Service Line.

Premises: A single building (except as provided in Section 6 of this tariff), together with related land, containing one or more individual commercial or residential units within which water is used.

2. Application for Service

Application Required for Water Service

2.1 The Company may require that an application for water service be executed by each Customer or his duly authorized agent upon a form provided therefore by the Company and be signed by the Customer or his duly authorized agent. The Company may require a new application for service where there is any change either in the person or in the nature of use of water service from that set forth in a prior application. Any such application for service shall be part of the contract between the Customer and the Company.

No application for water service shall be required as a condition precedent to the Customer's duty to pay, or to the Company's right to impose, an availability or ready-to-serve charge as provided herein.

The Company shall not be required to provide service until the Customer has complied with all rules and regulations.

2.2 Rules and regulations issued by the Pennsylvania Public Utility Commission, as amended from time to time, and rules and regulations contained herein shall govern the relationship between the Customer and the Company.

3. Service Connections

Company Service Line

3.1 The Company shall furnish, install and maintain each Company Service Line, and all facilities comprising a Company Service Line shall remain the property of the Company and shall be accessible to and under the Company's control. The Company shall determine the size, kind and location of a Company Service Line. If the Customer requests a Company Service Line with a capacity greater than that deemed necessary by the Company, a larger Company Service Line shall be installed by the Company if the Customer pays to the Company, in advance, the additional cost to be incurred by the Company in installing a larger Company Service Line. The Company reserves the right to determine if more than one Company Service Line shall be required in order to serve the Premises.

The Company shall not be required to install a Company Service Line unless an installation main of the Company abuts the Premises.

The Company shall not be required to install a Company Service Line where a prospective customer has not paid all amounts due under the Availability or Ready-to-Serve Charge of Schedule "B".

Temporary Service Connection

3.2 When a Customer requests a service connection which, in the opinion of the Company, may be temporary in nature, the Customer shall make an advance payment to the Company equal to the amount of the estimated cost of installing and removing the Company's Service Line. The amount so advanced shall be retained by the Company, without interest, until the Customer shall have paid for water service an amount equal to the amount advanced, at which time the Company shall refund such advance payment to the Customer.

Installation of Company Service Line in Advance of Street Improvement

3.3 If the Company is requested to install a Company Service Line, in advance of improvement of a street and/or where there is no present intent to use a supply of water, the Company will make such installation upon receipt of an advance payment equal to the amount of the estimated cost of installing the Company Service Line. The amount so advanced shall be refunded, to the one making the advance payment, if, and when, a supply of water is furnished to the Premises.

Customer Service Line

3.4 Each Customer shall install and maintain a Customer Service Line at the Customer's expense. Each Customer Service Line shall be of the size, kind and quality of material specified by the Company and shall be installed at a location and at a depth approved by the Company. Each Customer Service Line shall be equipped, at an accessible place within the Premises, with a stop and waste cock of pattern and material approved by the Company.

The Company may terminate service to a Customer if a Customer Service Line is not maintained by the Customer as required by the Company.

A separate Customer Service Line shall be constructed in order to provide water service only to the Premises to be served and shall not be used to provide water service to any other Premises.

Separate Trench

3.5 Unless otherwise permitted by the Company, no Customer Service Line shall be located in a trench with any other type of utility facility or within 18 inches of any sewer pipe.

Tampering with Curb Stop

3.6 A curb stop shall not be operated by a Customer, or by any agent of a Customer, or by any other person, except with the written consent of the Company.

Renewal of Service Line

3.7 If the Company determines that renewal of only a Company Service Line is necessary, the Company shall renew the Company Service Line in the same location. If the Company determines that renewals of both a Company Service Line and a Customer Service Line are necessary, the Company shall renew the Company Service Line, in the same location, only if the

Customer renews the Customer Service Line at the same time. If the Customer requests that a larger Company Service Line be installed as a renewal and if the Company determines that a larger Company Service Line is not necessary, the Company shall renew the Company Service Line with a larger one only if the Customer pays to the Company the additional cost of the larger Company Service Line.

Location Change

3.8 If the Customer requests the Company to change the location of an existing Company Service Line, the Company shall install a new Company Service Line after the Customer shall have paid to the Company an amount equal to the estimated cost of cutting off, disconnecting and abandoning the existing Company Service Line and of installing a new Company Service Line. The Customer shall pay to the Company any additional amount representing the difference between the actual cost and the estimated cost, and the Company shall refund to the Customer the difference between the estimated cost and the actual cost.

Use of Water Service

3.9 The Customer shall not use, or permit the use of, water service for any purpose other than, or at any place other than, as stated in the Customer's application for water service. Water from a source other than the Company shall not be connected or cross-connected with the Company's facilities except with the written consent of the Company.

3.10 The Customer, without written consent of the Company, shall not resell or give away water supplied or available to such Customer.

4. Waste

4.1 All waste of water is prohibited. Each Customer shall keep faucets, valves, hoses and other apparatus in good order and condition, at the Customer's own expense. Water shall not be permitted to run to prevent freezing or to run to waste unless specifically authorized by the Company.

5. Conversion From Flat Rate To Metered Service

5.1 Flat Rate Service will be eliminated as outlined in Schedule "A" – Meter Rates.

Right to Install Meters

5.2 Meters will be installed, in accordance with the metering plan set forth in Schedule “A” – Meter Rates, in order to convert, over time, each Premises where water service is furnished by the Company from flat-rate service to metered service.

Water Service at New Premises to be Metered

5.3 During the period of conversion from flat-rate service to metered service, if the Company receives a request for water service to Premises where water service has not been furnished by the Company previously, water service shall be metered.

Changes in Plumbing

5.4 (a) During the conversion from flat-rate to metered service, the Company shall have access to each Customer’s Premises, at reasonable times, to inspect the Customer’s plumbing facilities to determine whether changes in such plumbing facilities are required in order to accommodate a meter.

(b) If it is necessary that there be changes to a Customer’s plumbing facilities to accommodate conversion from flat-rate to metered service, the Company will give written notice to the Customer describing the required changes. Such changes in plumbing facilities shall be made by, or in behalf of, the Customer, within sixty (60) days of notice from the Company that changes to the plumbing are required.

6. Meters

General

6.1 Each Premises will be metered by a single meter, except as otherwise provided in this Section.

Apartment Complex Single-Point Meter Service

6.2 Single-point meter service, after application therefore by the Customer, will be supplied to an apartment complex consisting of two or more buildings containing apartment dwelling units together with any related facilities requiring water service (collectively called the “apartment complex”), where all the following conditions are satisfied:

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- a. There shall be only one Customer contracting for water service to the entire apartment complex, who shall be the owner of the entire apartment complex.
 - b. The apartment complex shall be located on a single tract of land, that is not divided by a public street.
 - c. Except for the meter, which shall be owned by the Company, the waterworks facilities on the Customer's single tract of land, beyond the curb stop and curb box, including all facilities shall be:
 - (1) Owned by the Customer and constructed at the Customer's sole expense;
 - (2) Constructed and located in such manner: (a) that it is possible for the Company to provide water service through a single service line connected to the Company's main at a single point and (b) that no waterworks facilities of the Customer are located in public streets, roads or highways; and
 - (3) Maintained, replaced, repaired and reconstructed by the Customer at the Customer's sole expense.
 - d. The Customer shall provide, at the Customer's sole expense, a meter vault that shall be constructed, maintained, replaced, repaired and reconstructed by the Customer in accordance with the Company's specifications and at a location acceptable to the Company.
 - e. No fire hydrant shall be connected to the Customer's Service Line or to any facilities of the Customer located beyond the meter of the Company.
 - f. The Customer shall provide the Company with a map showing the location of all waterworks facilities located within the single tract of land. A new map shall be provided whenever there are changes in the waterworks facilities of the apartment complex.
 - g. Where water service is presently furnished to an apartment complex, other than by single-point meter service, the Company will provide single-point meter service only where the prospective Customer, the owner of the apartment complex, in addition to satisfying the foregoing conditions, shall make, at the Customer's sole expense, all changes in waterworks facilities located within the tract of land or in any structure which the Company deems necessary. If the Company has any amount invested in such waterworks facilities, the Customer shall reimburse the Company for its investment therein.
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Where single-point meter service has been provided and where, thereafter, there is a change of ownership as to any building or buildings on any part of the single tract of land so that not all buildings comprising the entire apartment complex are owned by the Customer, such other transferred buildings shall be connected, at the sole expense of the current or previous owner or owners of such other transferred buildings, by a separate service line or separate service lines to the Company's waterworks facilities. If such current owner or owners desire to receive single-point meter service for such other transferred buildings, such service shall be provided thereafter only after conditions a through g above, as to such other transferred buildings, have been satisfied.

Condominium Complex Single-Point Meter Service

6.3 Single-point meter service, after application therefore by the Customer, will be supplied to a condominium complex consisting of two or more buildings containing condominium dwelling units together with any related facilities requiring water service as to which there is common ownership and operation in the manner provided by the Uniform Condominium Act, 68 Pa. C.S. §§3101-3414 (collectively called the "condominium complex"), where all the following conditions are satisfied:

- a. The Customer shall be the duly authorized agent of the persons owning property interests in the condominium complex and shall be the person or group of persons having full authority to request service in behalf of such Owners.
- b. The condominium complex shall be located on a single tract of land which is not divided by a public street.
- c. The waterworks facilities within the condominium complex and beyond the curb box and curb stop, including all facilities except the water meter owned by the Company, shall be:
 - (1) Owned by the persons owning property interests in the condominium complex and constructed at the sole expense of such Owners.
 - (2) Constructed and located in such manner: (a) that it is possible for the Company to provide water service through a single service line connected to the Company's main at a single point, and (b) that no waterworks facilities, which are owned by persons owning property interests in the condominium complex, are located in public streets, roads or highways; and

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- (3) Maintained, replaced, repaired and reconstructed by the persons owning property interests in the condominium complex at the sole expense of such persons.
- d. A meter vault shall be constructed, maintained, replaced, repaired and reconstructed, in accordance with the Company's specifications and at a location acceptable to the Company, by the persons owning property interests in the condominium complex and at their sole expense.
- e. No fire hydrant shall be connected to the Customer's Service Line or to any facilities of the Customer located beyond the meter of the Company.
- f. The persons owning property interests in the condominium complex shall provide the Company with a map showing the location of all waterworks facilities located within the single tract of land. A new map shall be provided whenever there are changes in the waterworks facilities of the condominium complex.
- g. Where water service is presently furnished to a condominium complex, other than by single-point meter service, the Company will provide single-point meter service only where the persons owning property interests in the condominium complex, in addition to satisfying the foregoing conditions, shall make, at their sole expense, all changes in waterworks facilities, located within the tract of land, or in any structure which the Company deems necessary. If the Company has any amount invested in such waterworks facilities, the persons owning the property interests in the condominium complex shall reimburse the Company for its investment therein.

Where single-point meter service has been provide and where, thereafter, any building which was part of the original condominium complex is no longer part of the same condominium complex, the owner or owners of any such building shall connect such building, at his or their sole expense, by a separate service line or separate service lines to the Company's waterworks facilities. If the owner or owners of two or more of such buildings desires to receive single-point meter service for any such buildings, such service shall be provided only upon compliance with conditions for service to an apartment complex or to a condominium complex, as applicable.

Separate Meters for Centers, Apartments and Condominiums

6.4 Separate meters may be installed for each individual unit in a commercial or industrial center or for each dwelling or other unit in an apartment building or condominium building or apartment complex or condominium complex as heretofore defined after application therefore by the owner or owners thereof or by their duly authorized agent, where all the following conditions are satisfied:

- a. The service line from the Company's main to the building or buildings containing such units to be metered is less than 90 feet. If the distance is greater than 90 feet, the meters shall be installed in a meter pit or meter pits located at the curb line, or the option for separate meters cannot be elected. Such meter pit or meter pits shall be installed, maintained and repaired at the sole expense of the owner or owners or the condominium association, as appropriate.
- b. Materials and installation of the Customer's service lines shall be in accordance with Company's specifications and inspection.
- c. Each meter shall be installed in a suitable place protected from the elements and from abuse and shall be accessible to the Company's personnel for periodic readings and exchanges.
- d. An accessible valve or curb stop shall be installed by the owner or owners or the condominium association, as appropriate, so as to provide Company control of the water service from outside each such unit.
- e. The owner or owners or the condominium association, as appropriate, shall make provision, at his/their expense, in accordance with the Company's specifications and inspection, for the installation of remote meter readers wired to a central location approved by the Company and readily available to the Company's personnel.
- f. Each such meter shall be installed so as properly to record all water flow to each such unit and an additional meter shall be installed to record any water used by the owner or owners or the condominium association, as appropriate, for purposes other than that which shall be the responsibility of the other respective Customers.

Size of Meter

6.5 The Company reserves the right to determine the size of the meter to be installed.

Ownership and Location

6.6 All meters shall be furnished by and shall remain the property of the Company and shall be accessible to and subject to the Company's control. Meters shall be conveniently located at a point approved by the Company so as to control the entire water supply, and a proper place and protection therefore (and a meter vault if deemed necessary by Company) shall be provided by the Customer at Customer's expense. A stop cock shall be placed on the service line on the street side of and near the meter, and a suitable check valve, when required, on the other side of the meter; the Company shall furnish, own and maintain the stop cock and check valves up to, and including two inches in size, and the Customer shall furnish, own and maintain check valves larger than two inches in size.

Responsibility for Damage

6.7 The Customer shall be responsible to the Company for any injury to a meter arising from, or caused by, the Customer's negligence or carelessness, or that of his servants, agents, employees, members of his household, or any person upon his Premises, under, or by authority of, his consent or sufferance. The Customer shall not permit anyone, not an agent of the Company or otherwise lawfully authorized so to do, to remove, inspect or tamper with the Company's meter or other property of the Company.

Cost of Reinstallation

6.8 Where a meter has been removed because of damage for which the Customer is responsible, the charge for reinstallation will be \$5.00 for meters 1 inch or smaller, and \$10.00 for meters larger than 1 inch. This charge does not include the amount of damages for which the Customer is also responsible under Rule 6.7. No additional charge for testing the meter shall be imposed.

Registration Conclusive

6.9 The quantity recorded by the meter or the estimate, in accordance with the Company's regular procedures, shall be conclusive on both the Customer and the Company, except when the meter has been found to be registering inaccurately or has ceased to register or unless a regulation or order of the Pennsylvania Public Utility Commission provides otherwise. In such case,

an estimated quantity may be determined on the basis of meter registration or such regular estimating procedures during similar preceding periods. No abatement on meter bills will be made for leaks or for water wasted by damaged or defective fixtures, except as described in 52 Pa. Code Section 56.12(5).

Request Test

6.10 The meter will be tested upon the written request of the Customer. The Customer shall pay a deposit in advance for testing of the meter in accordance with fees established by the Commission. If the meter tested upon such request shall be found to be accurate within the limits specified by the Commission, the fee shall be retained by the Company; if not so found, then the cost thereof shall be borne by the Company, and the fee deposited by the Customer shall be refunded.

7. Fire Protection

Fire Protection

7.1 The Company does not provide fire protection service; the system has not been designed or constructed for the purpose of providing water for extinguishing fires; this tariff contains no rates or charges for fire protection service; and the Company has no customer for fire protection service. Although hydrants have been installed in the water distribution system, they are for the Company's convenience in maintaining general water service to Customers, and for maintenance of the water distribution system; they are not for the purpose of making water available for extinguishing fires.

Unauthorized Use

7.2 No hydrant shall be used for sprinkling streets, for flushing sewers or gutters, for showering streets, or for contractors' or builders' purposes, except with the approval of the Company pursuant to Rule 9.1.

8. Responsibility for Service

Limitation of Liability of Company

8.1 Except for damage or injury resulting solely from the negligence of the Company or of the Company's employees or agents acting within the scope of their authority, the Company shall not be liable for damage or injury to any person or property resulting from

interruption, discontinuance or termination of general water service, for any damage or inconvenience to the Customer or for any claim against the Company for reduction of supply, inadequate pressure, poor quality of water or other cause.

The Company shall not be considered an insurer of property or persons or to have undertaken to extinguish fire or to protect persons or property against loss or damage by fire or otherwise. Because the Company does not provide fire protection service or charge rates or fees for such service, the Company shall not be held liable because of any claim based upon a loss resulting from failure to supply water or pressure or for any other cause related to use of water to extinguish a fire.

If, for any reason, the Company is found liable for any damage, injury or loss to any person or property the liability of the Company shall be limited to the lesser of (1) its liability under generally applicable legal principles or (2) one year's charges, rates and fees for water service to the Customer.

Interruption of Service for Repairs or Due to Emergency

8.2 If the Company deems it to be necessary, the Company shall have the right to interrupt the water supply temporarily in order to make necessary repairs, connections, ect.; the Company shall use reasonable and practicable measures to notify the Customer of such interruption of service as set forth in 52 Pa. Code Section 56.71

Pressure Reducing Facilities

8.3 The Company does not assume responsibility for the installation of, or the cost of installation of, pressure-reducing facilities on Customer's Premises where reduction of pressure is necessary to provide lower water pressure for operation of Customer's appliances and/or facilities.

9. Use for Building, Construction and Miscellaneous Purposes

Special Application

9.1 A supply of water under Rate Schedule "C" must be specially applied for. A Company permit for a supply of water for such purpose will be issued, at the office of the Company, when all requirements therefore have been met.

Permits for the use of water from hydrants for such purposes will be granted only if other means of obtaining water are not available.

A permit will be granted only if the amount of such consumption shall be so limited as not to be deemed by the Company to place an undue burden on the Company's system and only if a meter can be installed on the hydrant or if the water taken from the hydrant will be discharged into a vessel of known size, such as a tank truck, and if the method of tallying the number of such filings will be satisfactory to the Company.

Any permit so granted shall be revocable in every instance at the discretion of the Company.

10. Discontinuance of Service

By Company

10.1 Service to any Customer may be terminated for any reason specifically set forth in the rules and regulations of the Public Utility Commission.

Service may be terminated, pursuant to the Commission's regulations, if a customer fails to arrange for an inspection of sanitary sewage facilities within 14 days of the mailing by Riviera Utilities Sewer Company of Pennsylvania of a request to inspect facilities.

Service also may be terminated, pursuant to the Commission's regulations, if the customer connects a sump pump, French drain or other facility that places storm water into the sanitary sewage system and the customer fails to disconnect such facility from the sanitary sewage system and arrange for re-inspection by Riviera Utilities Sewer Company of Pennsylvania within 14 days following an inspection by Riviera Utilities Sewer Company of Pennsylvania.

10.2 Service will be restored, after termination, in accordance with regulations of the Pennsylvania Public Utility Commission and after payment of the actual cost of restoring service or \$15.00, whichever is greater.

By Customer

10.3 All Customers desiring discontinuance of water service shall give written notice at the office of the company. In addition, where applicable, a Customer who is not a resident of the premises where service is to be terminated shall comply with the requirements of

Title 52 Pa. Code Section 56.72(2) and 52 Pa. Code Sections 56.121-56.126. Provided, that a Customer may not request service discontinuance to avoid accrual and payment of ready-to-serve or availability charges.

11. Payment

11.1 There shall be no free service, special rates, or subnormal charges to any Customer.

11.2 All payments shall be made to a duly authorized agent of the Company either at its office or at such other regular payment places as may be designated by the Company.

The Company may mail a termination notice to a Customer who has failed to pay all or part of a bill or bills which results in:

1. A total delinquency of \$25.00 or more; or
2. A total delinquency of less than \$25.00 which remains unpaid for more than six (6) months.

The termination notice shall be mailed to the Customer at least 10 days prior to termination and shall advise the Customer that payment of the Past-Due Amount must be made, in full, within the time period allowed by current Public Utility Commission regulations for such payment, or water service will be terminated. If the Past-Due Amount shall not be paid in full within the allotted time and following the prescribed steps in current Public Utility Commission regulations, the Company shall dispatch an employee either: (1) to collect the Past-Due Amount in full, or (2) to terminate water service. In default of payment of the Past-Due Amount, in full, or the establishment of other acceptable payment arrangements, water service will be terminated.

Bills

11.3 Bills are due and payable monthly, bi-monthly, or quarter-annually (“billing period”) as billed by the Company and shall be paid within twenty (20) days from date of mailing of the bill or delivery thereof, whichever is earlier; provided, however, that, when a meter is removed, the bill becomes due and payable immediately upon removal of said meter. The Customer will be responsible for the payment of all service rendered by the Company until written notice to discontinue the same is received by the Company and reasonable time after receipt of such notice has elapsed for the Company to take the final reading of the meter or meters. If the Company renders bills other than monthly, Customers who desire to receive monthly bills will be able to do so upon written notice to the Company. The Company will notify Customer prior to changing the Customer’s billing period.

Delivery of Bill and Notices by Mail

11.4 The Company may mail or deliver the bills and notices to a Customer and termination notices to designated third parties or community interest groups which have agreed to receive such notices or bills at the respective addresses provided to the Company, and the Company otherwise shall not be responsible for the delivery thereof. Failure to receive a bill will not be an excuse for non-payment thereof.

Abatement and Refund

11.5 Customers desiring an abatement from flat rate and meter water bills due to vacancies shall give notice in writing, on forms provided by the Company, at the office of the Company, requesting the water to be shut off. Abatement or refund will be made of a portion of flat-rate charges in the proportion that the period when water has been shut off bears to the entire period for which payment is due or has been made. When the property is reoccupied, the Customer shall notify the Company in writing, and the water will be turned on by the Company.

Late Payment Charge

11.6 On metered bills, on all flat-rate bills for service, on all bills for availability or ready-to-serve charges, and on all bills for all special charges specified herein, a late charge or penalty of 1.5% shall be due and payable to the Company which shall be calculated on the overdue portions of each delinquent bill when charges for water service shall have been overdue at least 30 days and such penalty will be calculated per billing period thereafter only on the overdue portions of the bill, and in no event shall the penalty charges exceed 18% annually.

12. Water Conservation

12.1 The Company shall have the right to reserve a sufficient supply of water at all times in its storage facilities and tanks to provide for emergencies, or may restrict or regulate the quantity of water used by Customers in case of scarcity, or whenever the public welfare requires it.

12.2 If the Company is experiencing a short term supply shortage, the Company may request general conservation of inside water uses and may impose mandatory conservation measures to reduce or eliminate non-essential uses of water.

12.3 “Nonessential uses of water” are defined as follows:

- 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 washing automobiles, trucks, trailers, trailer houses, or any other type of mobile equipment.
- c. The washing of streets, driveways, parking lots, service station aprons, office buildings, exteriors of homes, sidewalks, apartments, or other outdoor surfaces.
- d. The operation of any ornamental fountain or other structures making a similar use of water.
- e. The use of water for filling swimming or wading pools.
- f. The operation of any water-cooled comfort air conditioning which does not have water-conserving equipment.
- g. The use of water from fire hydrants for construction purposes or fire drills.
- h. The use of water to flush a sewer line or sewer manhole.
- i. The use of water for commercial farms and nurseries other than a bare minimum to preserve plants, crops and livestock.

12.4 If, in the Company’s opinion, a supply shortage exists, the following actions will be undertaken in the following sequence;

- a. The Company will request voluntary conservation of all inside water uses and of all non-essential uses of water. Such request shall be made by direct notice to customers or shall be provided by radio, television or newspaper advertisement.

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- b. If, in the Company's opinion, voluntary cooperation does not achieve satisfactory results, mandatory conservation measures to reduce or eliminate non-essential uses of water will be imposed. Notice that mandatory conservation measures are to be imposed shall be provided directly to customers or shall be provided by radio, television or newspaper advertisement. The Company also shall notify the Pennsylvania Public Utility Commission that mandatory conservation measures have been imposed.
- c. If any customer refuses to comply with such mandatory conservation measures, the Company may adjust the outside water valve connection in a manner that will restrict water flow by up to ½, or may otherwise restrict flow such as by the insertion of a plug device. Such valve adjustment or other flow restriction shall continue until the supply shortage is eliminated or until the Company receives satisfactory assurance that non-essential uses of water will be discontinued. The Company may, at its option, impose less restrictive means to secure compliance. Prior to such valve adjustment or other flow restriction being installed, the Company shall make a bona fide attempt to deliver oral or written notice to a responsible person at the affected premises of the intention to make a valve adjustment or to install a flow restriction device. Such notice shall set forth an explanation of the reason for the proposed flow restriction and the means by which the customer may eliminate the grounds for such flow restriction.
- d. If non-essential uses of water continue after flow restriction is imposed, or if non-essential uses of water recur after flow restriction has been removed by the Company, after receipt of assurance that non-essential uses of water would be discontinued, or if any customer attempts to remove any flow restriction device installed under this rule, then complete service termination may be imposed by an Administrative Law Judge or other presiding officer of the Pennsylvania Public Utility Commission after an expedited hearing has been held to provide the affected customer with an opportunity to be heard.

12.5 The conservation measures set forth in Rule 12.4 shall be terminated at such time as, in the Company's opinion, the supply shortage is eliminated.

12.6 In addition to the provisions set forth in Rule 12.4, the Pennsylvania Emergency Management Council is authorized to promulgate, adopt and enforce a Water Rationing Plan by virtue of the Emergency Management Services Code, 35 Pa. C.S. §1701, et seq., as implemented by the Drought Emergency Proclamation dated November 6, 1980.

13. Landlord and Tenant

Owner's Duty Liability or Responsibility Where the Customer Is a Tenant

13.1 Wherever, in these rules, a Customer has a duty, liability or responsibility, and the Customer is not the owner of the Premises, then the duty, liability or responsibility shall be the owner's, except for any duty, liability or responsibility of the Customer for payment of charges for, or related to, water service.

14. General

Inspection

14.1 Any authorized employee of the Company, upon the presentation of credentials, shall have unrestricted access at all reasonable hours to any Premises supplied with water for reading meters, making inspections and securing such other information as from time to time may be deemed necessary for the proper and efficient conduct of the Company's business.

Rules Cannot be Varied

14.2 No officer or employee of the Company can vary these rules, and no agent or employee of the Company can bind the Company by any agreements or representation, except when authorized to do so in writing by an executive officer of the Company. These rules may be amended and altered and changed by the Company at any time in the manner provided by law.

Deposits

14.3 The following pertains to deposits:

1. All residential deposit requirements by the Company shall be in accordance with 52 Pa. Code Sections 56.31 – 56.65.
2. Deposits may be required from Customers taking service for a period of less than thirty (30) days in an amount equal to the estimated gross bill for such temporary period. Deposits may be required from all Customers provided that, in no instance, will deposits be required of residential customers in excess of the estimated gross bill for any single billing period plus one month (the maximum period not to exceed four months) with a minimum of \$5.00.

3. Interest on deposits made by residential Customers will be paid by the Company at the rate of eleven percent per annum (without deduction for any taxes thereon).

Installation of Pumps

14.4 Unless otherwise specifically authorized by the Company, a Customer shall not install a pump that takes water directly from the service pipe but must have an adequately sized intervening vessel, vented to the atmosphere, into which to receive water and from which it may be pumped.

Cross-Connections

14.5 No cross-connection with any other source of water will be permitted. The term “cross-connection” shall mean any physical connection or arrangement between two otherwise separate piping or other systems, one of which contains the Company’s potable water and the other steam, gas, a chemical, water or other solid or liquid, whereby there may be a flow from one system to the other, the direction depending on the pressure differential between the two systems.

Prevention of Back Flow

14.6 When conditions associated with the use of water are such that there is a possibility of contaminated water flowing from the premises of the Customer, or from other sources which can be controlled by the Customer, into the Company’s water distribution system, the customer shall, at his own cost, install an approved device to prevent such back flow.

15. Rate Schedules**SCHEDULE "A" – METERED RATES****Residential and Commercial**

Minimum Charge (includes 2,500 gallons per month):

<u>Meter Size</u>	<u>Monthly Minimum Charge</u>
¾ inch	\$10.52
1 inch	19.60
1-½ inch	29.00
2 inch	39.00
3 inch	65.00
4 inch	160.00
6 inch	321.00

Commodity Charge per 1,000 gallons or a portion thereof in excess of 2,500 gallons per month	\$3.58
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**SCHEDULE “B” – AVAILABILITY OR
READY-TO-SERVE CHARGE**

Application to each owner, without distinction as to whether the owner is a developer, of a tract of land, shown as an individual lot or two or more contiguous lots within Treasure Lake Subdivision on plans, subdivision maps or other similar documents of record in the Office of the Recorder of Deeds, Clearfield County, Pennsylvania, that abuts an installed main of the Company, except if water service is supplied, under either Rate Schedule “A” or “D”, to Premises that include such tract of land (See Pa. Bulletin, Volume 12, No. 15, April 10, 1982, and Pa. Bulletin Volume 12, No. 29, July 17, 1982.)

Availability or Ready-to-Serve Charge	
Per tract of land per month	\$3.00

Schedule “C” – Building, Construction and Miscellaneous Rates

RATES*

Minimum charge for each piece of cement work	\$9.33
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(A number of pieces of work located on the same site will be treated as one piece where the water is contracted for and paid for by one person, firm or corporation.)

For brick, per 1,000 laid	\$1.10
For cinder, cement, or other building blocks, or tile, per 1,000 laid	4.65
For stone, per perch of 24- ³ / ₄ cubic feet	0.21
For small repair work, per bushel of lime used	0.21
For plastering, per 100 square yards	1.79
For cement pavements and floors not exceeding 4 inches in thickness, per 100 square yards	9.33
For all other concrete work, per cubic yard	0.29
Puddling, per cubic yard of excavation puddle	.21

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- * Prior to commencement of work by a Customer, each Customer, who is a builder or contractor, shall make a \$10.00 deposit for each building to cover the foregoing charges, which deposit will be retained by the Company as rates fairly ascertained under this schedule in lieu of an accounting by the Customer within two years after date of deposit covering the work actually done by Customer on each such building.

16. Main Extensions

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: (For Line Extension Purposes) The company's expected additional annual revenue from the line extension based on the company's currently effective tariff rates and on the average annual usage of customers similar in nature and size to the bona fide service applicant.
3. 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.

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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.

17. 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 subtracting the utility's investment for the line extension from the total construction costs.
 - (c) The company's investment for the line extension shall be based on the following formula, where X equals the 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

1. 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 of 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 flows or 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 do not meet the special utility service criteria.

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2. 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.
 3. 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).
 4. 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.
 5. 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.