

Greater Hazleton Community Area
New Development Organization
T/A CAN DO, Inc. Wastewater Division

Supp. No. 2 to
Tariff Wastewater – PA PUC No. 4

GREATER HAZLETON COMMUNITY AREA NEW DEVELOPMENT ORGANIZATION,
INC.

RATES, RULES AND REGULATIONS
GOVERNING THE COLLECTION, CONVEYANCE AND TREATMENT OF
WASTEWATER
IN
HUMBOLDT INDUSTRIAL PARK
IN
HAZLE TOWNSHIP
LUZERNE COUNTY, PENNSYLVANIA
IN
EAST UNION TOWNSHIP
IN SCHUYLKILL COUNTY, PENNSYLVANIA
AND IN
CAN DO CORPORATE CENTER
IN
BUTLER TOWNSHIP
LUZERNE COUNTY, PENNSYLVANIA

By: Joseph Lettiere, President and Chief Executive Officer
CAN DO, Inc.
Hazleton, PA 18201

NOTICE

This tariff makes changes in rules and regulations pursuant to the Pennsylvania Public Utility Commission's Order entered July 11, 2024 at Docket Nos. R-2023-3040151, R-2023-3040153 *et al.*
See Page 2.

LIST OF CHANGES MADE BY THIS TARIFF

This tariff makes changes in rules and regulations pursuant to the Pennsylvania Public Utility Commission’s Order entered July 11, 2024 at Docket Nos. R-2023-3040151, R-2023-3040153 *et al.*

CAN DO, Inc. (Wastewater Division) (“CAN DO”) is filing a new tariff, rather than a tariff supplement, because it is completely re-writing the rules and regulations in the tariff.

CAN DO proposes extensive changes to improve the consistency of its wastewater rules and regulations with its water rules and regulations, to the extent possible. Since many CAN DO customers are both water and wastewater customers, this change should facilitate customer understanding of both tariffs. Upon reviewing both tariffs, it was determined that the wastewater tariff (which is currently 16 pages in length) needs to be substantially expanded to include provisions similar to those in the proposed water tariff (which is 25 pages in length).

CAN DO also needed to update and substantially expand its tariff provisions regarding prohibited wastes and the Industrial Pretreatment Program (“IPP”). These changes were recommended by an engineering firm that studied CAN DO’s wastewater system. These changes can be found in Sections 8, 10 and 11.

In addition, CAN DO proposes reorganizing the material in its rules and regulations so that related topics are discussed together in order to improve the clarity and comprehensiveness of the rules and regulations in the tariff. For example, the rules regarding applications for service, payment terms, and service lines and service connections are now found in Sections 3, 4 and 6, rather than being spread out in the tariff.

CAN DO proposes adding several provisions based on language in the sample tariff for a wastewater utility, published by the Pennsylvania Public Utility Commission (“Commission”). For example, CAN DO proposes to add a rule on the discontinuance of wastewater service, which is not presently found in the wastewater tariff.

Finally, CAN DO proposes revising its rules and regulations to include provisions similar to the rules and regulations of other Commission-regulated water public utilities. For example, CAN DO proposes additional rules regarding limitations of liability.

Finally, CAN DO proposes the elimination of some existing tariff provisions as unnecessary. For example, CAN DO proposes deleting the current rule regarding amendments to the tariff because it duplicates the rule regarding revisions of the tariff.

For additional information, please see the attached chart.

List of Changes (Cont'd)

Proposed Rule	Previous Rule in Tariff Wastewater – PA PUC No. 3	Change and Reason for the Change
Schedule of Rates	Schedule of Rates	Rates have not been modified.
Page 4	Unnumbered paragraph at the bottom of page 4	The paragraph concerning rates where a wastewater meter is impaired has been deleted. This topic is now addressed in Rule 4.5.
Rule 1 Definitions	Rule 1 Definitions	This Rule has been expanded to define additional terms used frequently in the tariff. Many of the new terms are used in the new rules regarding the Industrial Pretreatment Program (the “IPP Rules”).
1.1 Act	New	A definition of “Act” has been inserted for ease of reference to the Federal Water Pollution Control Act.
1.2 Best Management Practices or BMPs	New	A definition of “Best Management Practices” has been inserted for ease of reference in the IPP Rules.
1.3 Categorical Industrial User	New	A definition of “Categorical Industrial User” has been inserted for ease of reference in the IPP Rules.
1.4 Categorical Standard	New	A definition of “Categorical Standard” has been inserted for ease of reference in the IPP Rules.
1.5 Code	New	A definition of “Code” has been inserted for ease of reference to the Pennsylvania Public Utility Code.
1.6 Company	1.1	The definition of “Company” has been simplified.
1.7 Customer	1.2	The definition of “Customer” has been simplified.
1.8 DEP	New	A definition of “DEP” has been inserted for ease of reference to the Pennsylvania Department of Environmental Protection.
1.9 EPA	New	A definition of “EPA” has been inserted for ease of reference to the United States Environmental Protection Agency.
1.10 Categorical Pretreatment Standard or Pretreatment Standard	New	A definition of “Categorical Pretreatment Standard” or “Pretreatment Standard” has been inserted for ease of reference in the IPP Rules.
1.11 GHJSA	New	A definition of “GHJSA” has been inserted for ease of reference to the Greater Hazleton Joint Sewer Authority.
1.12 Humboldt North	New	A definition of “Humboldt North” has been inserted to clarify references to this portion of the Company’s service territory.
1.13 Indirect Discharge	New	A definition of “Indirect Discharge” has been inserted for ease of reference in the IPP Rules.
1.14 Industrial User or Industrial Customer	New	A definition of “Indirect Discharge” has been inserted for ease of reference in the IPP Rules.
1.15 Industrial Waste Permit	New	A definition of “Industrial Waster Permit” has been inserted for ease of reference in the IPP Rules.
1.16 New Source	New	A definition of “New Source” has been inserted for ease of reference in the IPP Rules.
1.17 Normal Working Hours	New	A definition of “Normal Working Hours” has been added to clarify a term used in the tariff.
1.18 Pretreatment Coordinator	New	A definition of “Pretreatment” has been inserted for ease of reference in the IPP Rules.
1.19 Pretreatment or Treatment	New	A definition of “Pretreatment” or “Treatment” has been inserted for ease of reference in the IPP Rules.

Proposed Rule	Previous Rule in Tariff Wastewater – PA PUC No. 3	Change and Reason for the Change
1.20 Pretreatment Requirements	New	A definition of “Pretreatment Requirements” has been inserted for ease of reference in the IPP Rules.
1.22 P.U.C.	New	A definition of “P.U.C.” has been inserted for ease of reference to the Pennsylvania Public Utility Commission.
1.23 Service Line	1.3	The definition of “Service Line” has been simplified.
1.24 Significant Industrial Customer	New	A definition of “Significant Industrial Customer” has been inserted for ease of reference in the IPP Rules.
1.25 Slug Load	New	A definition of “Slug Load” has been inserted for ease of reference in the IPP Rules.
1.26 Spill	New	A definition of “Spill” has been inserted for ease of reference in the IPP Rules.
1.27 SPCC Plan	New	A definition of “SPCC” has been inserted for ease of reference in the IPP Rules.
1.28 Water Company	New	A definition of “Water Company” has been inserted to clarify references to the entity providing the customer with water service.
1.29 WWTP	New	A definition of “WWTP” has been inserted to ease references to a wastewater treatment plant.
Rule 2 The Wastewater Tariff	Rule 2 The Sewer Tariff	
2.1 Filing and Availability	2.1 Filing and Availability	No substantive changes have been made.
2.2 Revisions	2.2 Revisions	No substantive changes have been made.
2.3 Applications of Tariff	2.3 Applications of Tariff	No substantive changes have been made.
2.4 Rules and Regulations	2.4 Rules and Regulations	No substantive changes have been made.
2.5 Waivers	New	This provision is based on Part III, Section J of the PUC.’s sample tariff for wastewater public utilities.
2.6 Amendment of P.U.C. Regulations	New	This provision is based on Part III, Section K of the PUC’s sample tariff for wastewater public utilities.
2.7 Amendment of DEP Regulations	New	This provision is similar to Rule 2.6, but applies to DEP regulations rather than Commission regulations.
Rule 3 Application for Service	Rule 3 Application for Service	This rule has been simplified.
3.1 Application for Service	Unnamed Rule 3.1	This rule has been modified to parallel language in the Company’s proposed Water Tariff at Rule 3.1.
3.2 Change in Ownership or Tenancy	New	This rule is based on Part III, Section A.2 of the PUC’s sample tariff for a wastewater public utility.
3.3 Acceptance of Application	New	This rule is based on Part III, Section A.3 of the PUC’s sample tariff for a wastewater public utility.
3.4 Beginning of Service	Unnamed Rule 6.4	No substantive changes have been made in this rule.
Rule 4 Payment Terms	Rule 6 Bills Due and Payable	
4.1 Customer’s Liability for Charges	New	This rule parallels language in the Company’s proposed Water Tariff at Rule 5.1.
4.2 Billing Period	New	This rule parallels language in the Company’s proposed Water Tariff at Rule 5.2.

Proposed Rule	Previous Rule in Tariff Wastewater – PA PUC No. 3	Change and Reason for the Change
4.3 Service Discontinued	New	This rule parallels language in the Company’s proposed Water Tariff at Rule 5.3.
4.4 Usage not Combined	New	This rule parallels language in the Company’s proposed Water Tariff at Rule 5.4.
4.5 Meter Registration	Paragraph at the bottom of p. 4 of the schedule of rates, Unnamed Rules 6.5 and 6.6	This rule combines several rules describing how a Customer is billed.
4.6 Disputed Bills	New	This rule parallels language in CAN DO, Inc.-Water Division’s proposed Water Tariff at Rule 5.6.
4.7 Returned Check Charge	New	This rule is based on Part I, Section B of the PUC’s sample tariff for wastewater public utilities.
Rule 5 Discontinuance of Wastewater Service	New	
5.1 Termination by Company	New	This rule is based on Part III, Section C.2 of the PUC’s sample tariff for a wastewater public utility.
5.2 Termination Resulting from Order of Regulatory Agency	New	This rule is based on Part III, Section C.2.i. of the PUC’s sample tariff for a wastewater public utility.
5.3 Termination of Water Service by Company	New	This rule is based on the last sentence in Part III, Section C.4 of the PUC’s sample tariff for a wastewater public utility.
5.4 Termination of Service by Customer	New	This rule parallels language in CAN DO, Inc.-Water Division’s proposed Water Tariff at Rule 6.2.
5.5 Service Renewed	New	This rule parallels language in CAN DO, Inc.-Water Division’s proposed Water Tariff at Rule 6.3.
5.6 Service Restoration Charge	New	This rule parallels language in CAN DO, Inc.-Water Division’s proposed Water Tariff at Rule 6.4.
5.7 Service Reconnection Charge	New	This rule parallels language in CAN DO, Inc.-Water Division’s proposed Water Tariff at Rule 6.5.
Rule 6 Service Line and Connection	Rule 4 Service Connections	
6.1 Connections to the Street Main to be at Manholes	Rule 4.13	No substantive changes have been made in this rule.
6.2 Right to Reject	New	This rule is based on the first sentence in Part III.B.2 of the PUC’s sample tariff for a wastewater public utility.
6.3 Manholes to be Installed on Service Lines	Rule 4.16	A sentence has been added to make clear that manholes on Service Lines are the responsibility of the Customer, whereas manholes on street mains are the responsibility of the Company (Rule 6.1).
6.4 Manhole Construction Standards	Rule 4.15	No substantive changes have been made in this rule.
6.5 Installation of the Service Line By the Customer	Rules 4.3, 4.5	This rule parallels language in CAN DO, Inc.-Water Division’s proposed Water Tariff at Rule 6.5.
6.6 Responsibility for Costs of Service Line	Rule 4.2	No substantive changes have been made in this rule.

Proposed Rule	Previous Rule in Tariff Wastewater – PA PUC No. 3	Change and Reason for the Change
6.7 Service Line Construction Standards	Rules 4.6	The second sentence of this rule is a simplified version of Rule 4.4.
6.8 Trench Restriction	New	This rule parallels language in CAN DO, Inc.-Water Division’s proposed Water Tariff at Rule 8.6.
6.9 Testing of Service Lines	Rule 4.14	No substantive changes have been made in this rule.
6.10 Other Customers Cannot Connect to the Service Line	Rule 3.3	No substantive changes have been made in this rule.
6.11 Responsibility for Obtaining Permits for Service Line	Rule 3.6	No substantive changes have been made in this rule.
6.12 Compliance with State and Local Regulations	Rule 4.8, 4.11, 4.17	No substantive changes have been made in this rule.
6.13 Maintenance of Service Lines	Rule 4.5	The first sentence of this rule is based on the first sentence of proposed Rule 6.5. The third sentence has been modified to be consistent with the definition of Service Line in Rule 1.23.
6.14 Alterations of Connections with the Wastewater System	Rule 4.11	No substantive changes have been made to this rule.
Rule 7 Meters	Rule 5 Meters	
7.1 Determining Measured Wastewater	Rules 5.1 – 5.3	Rule 7.1A now addresses the situation in which a Customer has a private well. Rule 7.1B limits a Customer to no more than 2 deduct meters, and Rule 7.1C requires Customers who need more than 2 deduct meters to install a sewage meter.
7.2 Wastewater Meters Must be Acceptable to the Company	Rule 5.4	No substantive changes have been made to this rule.
7.3 Tampering with Utility Equipment on a Customer’s Property	Rule 5.5	This rule parallels language in CAN DO, Inc.-Water Division’s proposed Water Tariff at Rule 9.6.
7.4 Tampering with Utility Equipment off of the Customer’s Property	New	This rule parallels language in CAN DO, Inc.-Water Division’s proposed Water Tariff at Rule 9.7.
7.5 Meter Testing	Rule 5.6	Rule 7.4A parallels language in CAN DO, Inc.-Water Division’s proposed Water Tariff at Rules 10.1-10.4. Rule 7.4B is new.
7.6 Access by Authorized Representatives of the Company	Rule 5.7	No substantive changes have been made to this rule.
Rule 8 Prohibited Wastes	Rule 7 Prohibited Wastes	This section has been expanded due to the implementation of an Industrial Pretreatment Program (“IPP”).
8.1 Discharge Prohibitions	New	This section is added to provide discharge prohibitions consistent with the IPP.
8.2 Discharge Limits	Rule 7.1	Some of the discharge parameters have been updated.

Proposed Rule	Previous Rule in Tariff Wastewater – PA PUC No. 3	Change and Reason for the Change
8.3 Amendment of Discharge Limits	New	This section has been added to address the situation in which regulations (including effluent discharge regulations of the Greater Hazleton Joint Sewer Authority) are modified.
8.4 Sampling	Rule 7.2	No substantive changes have been made to this rule.
8.5 Customer's Liability	Rule 9.1	No substantive changes have been made to this rule.
8.6 Customer's Liability for GHJSA Charges	New	This section is added to address the situation in which a customer discharges effluent into the Company's wastewater system that results in a fee from the Greater Hazleton Joint Sewer Authority. This fee will be passed on, without mark-up, to the responsible customer.
8.7 Company Pretreatment Fee Schedule	New	This section is added to be consistent with the new provisions implementing an IPP.
8.8 Emergency Suspensions	New	This section is added based on an engineer's report prepared for the purpose of implementing an IPP.
8.9 Revocation of Permit	New	This section is added based on an engineer's report prepared for the purpose of implementing an IPP.
Rule 9 Construction, Maintenance and Repairs	Rule 8 Pretreatment	This Rule has been expanded based on the implementation of an IPP.
9.1 Pretreatment Facilities Required	Rule 8.1	No substantive changes have been made to this rule.
9.2 Monitoring Process Waste Required	Rule 8.2	No substantive changes have been made to this rule.
9.3 Odors from Pretreatment Facilities Prohibited	Rule 8.3	No substantive changes have been made to this rule.
9.4 Location of Pretreatment Facilities	Rule 8.4	No substantive changes have been made to this rule.
9.5 Company Approval of Location of Pretreatment Facilities	Rule 8.5	No substantive changes have been made to this rule.
9.6 Customer Liability for Costs of the Pretreatment Facilities	Rule 8.6	No substantive changes have been made to this rule.
9.7 Customer Liability for Negligence Relating to Pretreatment Facilities	Rule 8.7	No substantive changes have been made to this rule.
9.8 Cleaning of Pretreatment Facilities	Rule 8.8	No substantive changes have been made to this rule.
Rule 10 Pretreatment	New	This Rule is added based on an engineer's report prepared for the purpose of implementing an IPP.
10.1 General	New	This section is added based on an engineer's report prepared for the purpose of implementing an IPP. Among other things, this section addresses the transition period for complying with the IPP.
10.2 Confidential Information	New	This section is added based on an engineer's report prepared for the purpose of implementing an IPP. Among other

Proposed Rule	Previous Rule in Tariff Wastewater – PA PUC No. 3	Change and Reason for the Change
		things, this section addresses whether customer records involving the IPP are confidential.
Rule 11 Administration of Industrial Waste Permits	New	This Rule is added based on an engineer's report prepared for the purpose of implementing an IPP.
11.1 Permit Requirements	New	This section is added based on an engineer's report prepared for the purpose of implementing an IPP. Among other things, this section requires Industrial Customers to obtain an Industrial Waste Permit.
11.2 Permit Application	New	This section is added based on an engineer's report prepared for the purpose of implementing an IPP. Among other things, this section describes the process for obtaining an Industrial Waster Permit.
11.3 Permit Revisions	New	This section is added based on an engineer's report prepared for the purpose of implementing an IPP. Among other things, this section addresses the situation in which a Federal Categorical Pretreatment Standard is promulgated after a customer obtains and Industrial Waste Permit.
11.4 Permit Conditions	New	This section is added based on an engineer's report prepared for the purpose of implementing an IPP. This section addresses conditions that may be imposed on an Industrial Waste Permit.
11.5 Permit Duration	New	This section is added based on an engineer's report prepared for the purpose of implementing an IPP. This section states that Industrial Waste Permits may be issued for up to five years.
11.6 Permit Renewal	New	This section is added based on an engineer's report prepared for the purpose of implementing an IPP. This section creates a process for renewing an Industrial Waste Permit.
11.7 Permit Transfer	New	This section is added based on an engineer's report prepared for the purpose of implementing an IPP. Among other things, this section requires Company approval to transfer an Industrial Waste Permit.
11.8 Reporting Requirements	New	This section is added based on an engineer's report prepared for the purpose of implementing an IPP. Among other things, this section outlines the reporting requirements for different types of customers.
11.9 Permit Modifications	New	This section is added based on an engineer's report prepared for the purpose of implementing an IPP. Among other things, this section allows the Pretreatment Coordinator to modify an Industrial Waste Permit.
11.10 Monitoring Facilities	New	This section is added based on an engineer's report prepared for the purpose of implementing an IPP. Among other things, this section contains requirements for monitoring facilities.
11.11 Inspection and Sampling	New	This section is added based on an engineer's report prepared for the purpose of implementing an IPP. This section requires customers to allow the Company to inspect customer facilities to ensure the customer is complying with the tariff..

Proposed Rule	Previous Rule in Tariff Wastewater – PA PUC No. 3	Change and Reason for the Change
Rule 12 Line Extensions for Bona Fide Service Applicants	Rule 13 Line Extensions	The rule has been modified to clarify that it applies to bona fide service applicants, whereas Rule 13 applies to non bona fide service applicants.
12.1 Line Extension Definitions	Rule 12.1	Some terms are now defined in Rule 1.1 rather than Rule 12.1. The definition of Special Utility Service has been clarified to mean business services that exceed that required for ordinary purposes.
12.2 Line Extensions	Unnumbered paragraph after Rule 13.12 through Rule 13.18	Other than clarifying that these rules only apply to bona fide service applicants, no substantive changes have been made to these rules.
Rule 13 Line Extensions for Non Bona Fide Service Applicants	New	This rule provides for line extensions to non bona fide service applicants.
13.1 Definitions	New	This rule defines a non bona fide service applicant.
13.2 Requests by a Non Bona Fide Service Applicant	New	This rule states that Rule 13 determines who will pay for the extension of service to non bona fide service applicants.
13.3 Size of Line	New	This section is patterned after Section 13.16 in the Company's existing tariff.
13.4 Length of Extension	New	This section gives the Company discretion to determine the length of an extension for a non bona fide service applicant.
13.5 Construction of the Line Extension	New	This section gives non bona fide service applicants the option of constructing the line extension or paying the Company's cost to construct the line extension.
13.6 Requirement for Extension Agreement	New	This section requires the non-bona fide service applicant to execute an extension agreement.
Rule 14 Liability of Company	New	This Rule limits the liability of the Company. It parallels Rule 19 of the Company's proposed Water Tariff.
14.1 Regularity of Service	New	This section is based on Part III, Sections I.1. and 2a) of the Commission's sample tariff for wastewater utilities.
14.2 Liability of Company	New	Subpart A is based on Part III, Section I.2a) of the Commission's sample tariff for wastewater utilities. Subpart B is based on Part III, Section I.2.b) of the Commission's sample tariff for wastewater utilities. Subpart C is based on the limitation of liability provisions in the Commission-approved tariffs of other wastewater public utilities.

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SCHEDULE OF RATES
HUMBOLDT INDUSTRIAL PARK

For service furnished to commercial and industrial establishments.

MINIMUM CHARGES (Billed monthly)

First 3,333 gallons per month	\$235.00
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ADDITIONAL QUANTITY CHARGES (Billed monthly)

For each additional 1,000 gallons, or fraction thereof, of measured wastewater	\$10.86
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CAN DO CORPORATE CENTER DIVISION

For service furnished to commercial establishments.

MINIMUM CHARGES (Billed Monthly)

First 3,333 gallons per month	\$216.00
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ADDITIONAL QUANTITY CHARGES (Billed monthly)

The next 71,667 gallons or fraction thereof, of measured wastewater per 1,000 gallons	\$16.00
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All over 75,000 gallons or fraction thereof, of measured wastewater per 1,000 gallons	\$10.78
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(I) Denotes Increase.

SCHEDULE OF RATES, continued

WHOLESALE WASTEWATER RATES

APPLICABLE FOR SERVICE TO EAGLE ROCK COMMUNITY ASSOCIATION

CAPACITY CHARGE (Billed Monthly)	\$250.00 per month
QUANTITY CHARGE	\$6.63 per thousand gallons

Note: Specific terms and conditions of service for wholesale service are defined in agreements with each developer or other applicable entity.

RULES AND REGULATIONS

1. Definitions

1.1 Act

The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended.

1.2 Best Management Practices or BMPs

Schedules or activities, prohibitions of practices, maintenance procedures and other management practices to implement the prohibitions listed in the industrial pretreatment program Rules and Regulations 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.

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1.3 Categorical Industrial User

An Industrial Customer subject to Categorical Standards.

1.4 Categorical Standard

A National Categorical Pretreatment Standard or Pretreatment Standard.

1.5 Code

The Pennsylvania Public Utility Code, 66 Pa. C.S. §§ 101, *et seq.*

1.6 Company

CAN DO, Inc., Wastewater Division.

1.7 Customer

Any party contracting for and/or receiving wastewater service from the Company.

1.8 DEP

The Pennsylvania Department of Environmental Protection.

1.9 EPA

The United States Environmental Protection Agency.

1.10 Categorical Pretreatment Standard or Pretreatment Standard

Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act (33 U.S.C. Section 1347), which applies

to Industrial Customers. This term includes national prohibitive discharge limits established pursuant to Section 403.5 of the General Pretreatment Regulations (40 CFR Part 403) and Pretreatment Standards for specific industrial categories (*e.g.*, 40 CFR Chapter I, subpart N, Parts 405-471).

1.11 GHJSA

The GHJSA is the Greater Hazleton Joint Sewer Authority.

1.12 Humboldt North

The portion of the Humboldt Industrial Park in which Company customers' effluent flows to the GHJSA wastewater treatment plant for treatment.

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1.13 Indirect Discharge

The discharge or the introduction of nondomestic pollutants from any source regulated under Section 307(b) or (c) of the Act into the WWTP (including holding tank waste discharged into the system).

1.14 Industrial User or Industrial Customer

A source of Indirect Discharge which does not constitute a "discharge of pollutants" under regulations issued pursuant to Section 402 of the Act.

1.15 Industrial Waste Permit

A discharge permit issued by the Company pursuant to this Tariff.

1.16 New Source

A New Source is any building, structure, facility or installation from which there is or may be a discharge of pollutants, and construction of which is commenced after the publication of proposed Pretreatment Standards under Section 307(c) of the Act, which will be applicable to such source if such Standards are thereafter promulgated in accordance with that section, 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 activity as the existing source should be considered.

D. Construction on a site at which an existing source is located results in modification rather than a New Source if the construction does not create a new building, structure, facility or installation meeting the criteria of paragraphs A, B, or C of this section but otherwise alters, replaces or adds to an existing process or production equipment. Construction of a New Source as defined under this section has commenced if the owner or operator has:

1. Begun, or caused to begin as part of a continuous on-site construction program any placement, assembly, or installation of facilities or equipment; or significant site preparation work including clearing, grubbing, 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
2. 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 definition.

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1.17 Normal Working Hours

8:30 a.m. to 5:00 p.m., except on weekends and holidays.

1.18 Pretreatment Coordinator

An agent or employee of the Company designated by the Company to administer the provisions of the industrial pretreatment program.

1.19 Pretreatment or Treatment

The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the WWTP. The reduction or alteration can be obtained by physical, chemical or biological processes or process changes and other means, except as prohibited by 40 CFR Section 403.6(d).

1.20 Pretreatment Requirements

Any substantive or procedural requirement related to pretreatment, other than a National Pretreatment Standard imposed on an Industrial Customer by the Federal, State or local pretreatment authorities.

1.21 Pretreatment Standard

See Rule 1.10, above.

1.22 P.U.C.

The Pennsylvania Public Utility Commission.

1.23 Service Line

The line connecting the Customer's facility to the wastewater main in the street and shall include all associated accessories and manholes.

1.24 Significant Industrial Customer

Any Industrial Customer who: (a) is subject to any Federal Categorical Pretreatment Standards under 40 CFR Section 403.6 and 40 CFR Chapter I, Subchapter N; or (b) discharges an average flow of 25,000 gallons per day (gpd) or more of process wastewater to the WWTP (excluding sanitary, noncontact cooling and boiler blowdown wastewater); or (c) contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the WWTP; or (d) is designated as such by the Company, the EPA or the DEP on the basis that the Industrial Customer has a reasonable potential for adversely affecting the WWTP's operation or for violating any pretreatment standard or requirement.

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1.25 Slug Load

Any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards in this Tariff. Any discharge of a non-routine, episodic nature including but not limited to an accidental spill or a non-customary batch discharge, which has reasonable potential to cause interference or pass through, or in any other way violate the WWTP's regulations, local limits or permit conditions.

1.26 Spill

Any non-routine episodic discharge, including, but not limited to, accidental spills and leaks and non-customary batch discharges, and including any discharge resulting from control or cleanup activities associated with such an occurrence.

1.27 SPCC Plan

A spill prevention, control and countermeasure plan prepared by an Industrial User to minimize the likelihood and intensity of a Slug Load or Spill and to expedite control and cleanup activities should a Slug Load or Spill occur.

1.28 Water Company

The permitted private water system, municipality or municipal authority water system, or the public utility water system providing service to the Customer.

1.29 WWTP

The Company's wastewater treatment plant.

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2. The Wastewater Tariff

2.1 Filing and Availability

A copy of this Tariff, which is the rates, rules and regulations under which wastewater service will be supplied by the Company, to its Customers in Pennsylvania, is on file with the P.U.C., and is available and open for inspection at the office of the Company.

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2.2 Revisions

This Tariff may be revised, amended, supplemented and otherwise changed from time to time in accordance with the Code, and such changes, when effective, shall have the same force and effect as the present Tariff.

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2.3 Applications of Tariff

The Tariff provisions apply to any party or parties lawfully receiving wastewater service from the Company under the rates set forth therein, and the receipt of wastewater service shall constitute the receiver, a Customer of the Company as the term is used herein

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2.4 Rules and Regulations

The Rules and Regulations, filed as a part of this Tariff, are a part of every contract or agreement for service, whether written, oral or implied, made by the Company, and govern all classes of service where applicable.

2.5 Waivers

The Company may, at its sole discretion, waive any of the Rules contained herein that operate for the benefit of the Company; provided, that no such waiver will be valid unless in writing and signed by an authorized representative of the Company (the "Authorized Representative"), and provided that no waiver will be allowed where the waiver would constitute a violation of the Code, P.U.C. regulations, or of any other applicable law or regulation.

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2.6 Amendment of P.U.C. Regulations

Whenever Commission regulations in Title 52 of the Pennsylvania Code are duly amended in such a way as would produce a difference between them and this tariff, this tariff is deemed to be amended so as to be consistent with the amendments to the regulations, except that if application of the amendment to Title 52 is discretionary, this tariff will remain unchanged.

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2.7 Amendment of DEP Regulations

Whenever DEP regulations in Title 25 of the Pennsylvania Code are duly amended in such a way as would produce a difference between them and this tariff, this tariff is deemed to be amended so as to be consistent with the amendments to the regulations, except that if application of the amendment to Title 25 is discretionary, this tariff will remain unchanged.

3. Application for Service

3.1 Application for Service

Service connections will be made and wastewater service will be furnished upon written application by the prospective Customer (or its properly authorized agent) on a contract form prepared by the Company for this purpose. Wherever practical, each building will have an independent Service Line from the main and shall require a separate application.

3.2 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 is the Customer. The Company shall have the right to discontinue or otherwise interrupt wastewater service upon three days' notice if a new application has not been made and accepted for the new Customer.

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3.3 Acceptance of Application

An application for service is considered accepted by the Company only upon written approval by the Company.

3.4 Beginning of Service

No persons will be permitted to turn on the wastewater service for building purposes except an employee or agent of the Company. Upon completion of the new buildings, the wastewater service shall be shut off by the plumber, and shall not be turned on until the Customer requests service to begin.

4. Payment Terms

4.1 Customer's Liability for Charges

A Customer is liable for all wastewater service furnished to such premise until such time as service is discontinued pursuant to Rule 5.

4.2 Billing Period

Bills for wastewater service will be rendered monthly for service furnished during the preceding month. The Company may offer Customers the option of paying bills in person, by mail, or electronically. Payments will be due by the end of the month in which the bill is rendered. A penalty of 1.5% per month service will be added to the overdue amount of the bill if it is not paid by the due date.

4.3 Service Discontinued

Service may be discontinued for nonpayment of bills pursuant to Rule 5.1 of this Tariff.

4.4 Usage not Combined

The use of wastewater service by the same Customer in different premises or localities will not be combined and each installation shall stand by itself.

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4.5 Meter Registration

The quantity of wastewater recorded by the meter shall be accepted as correct by both the Company and the Customer, except that:

1. If the Water Company's meter readings are used, or a private well meter is used (see Rule 7.1), the Company shall have the right to require the Customer to request that the Water Company test its meter, or to require the Customer to test its private well meter.
2. If a wastewater meter is used and that wastewater meter becomes impaired to the extent that registration of use is not available, then the Company reserves the right to apply the Water Company's meter readings for a corresponding period until wastewater metering is again resumed.

4.6 Disputed Bills

In the event of a dispute between the Customer and the Company respecting any bill, the Company will forthwith make such investigation as may be required by the particular case and report the result thereof to the Customer. When the Company has made such a report to the Customer, either: (1) sustaining the bill as rendered, or, (2) submitting a corrected bill, payment will be due not less than 20 days after the date of the Company's report. Failure to pay shall render the Customer and its service liable to the penalties herein

provided. Any amounts received by the Company in excess of the amount disclosed to be due by the Company's investigation of the dispute shall be forthwith returned to the Customer if the error arose from any cause other than the incorrect estimating of a Customer's consumption for the period in dispute.

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4.7 Returned Check Charge

A charge of \$25 will be assessed any time a check presented to the Company for payment on account has been returned unpaid by the payor bank for any reason.

5. Discontinuance of Wastewater Service

5.1 Termination by Company

Service rendered may be discontinued by the Company after ten days' written notice for any of the following reasons:

- A. Submitting an application for service that contained material misrepresentations.
- B. Failing to repair any known leaks in building the Service Line.
- C. Connecting, or failing to remove the connection, of any source of storm water, surface water, ground water, roof runoff and/or uncontaminated water from air-conditioning systems, swimming pools, etc.
- D. Tampering with any Company facilities.
- E. Installing or maintaining an unauthorized connection.
- F. Theft of service, which shall include taking service without having made a proper application for service.
- G. Failing to pay, when due, any charges accruing under this tariff.
- H. Discharging any prohibited substance listed in Rule 8 into the Company's wastewater system.
- I. Failing to allow the Company reasonable access to the Customer's property to inspect, investigate, read, sample, notify, maintain, repair, shutoff, etc.
- J. For failure to provide the Company's employees free and reasonable access to the premise supplied or for obstructing the way of ingress to the meter or other appliances controlling or regulating the Customer's wastewater service.
- K. Any material violation of any provision of this tariff.

5.2 Termination Resulting from Order of Regulatory Agency

Service may be discontinued by the Company upon receipt by the Company of an order or notice from DEP, a health agency, local code enforcement officer or other similar authority, to terminate service to the property served on the grounds of violation of any law or ordinance, or upon notice to the Company from any such authority that it has ordered an existing violation on the property to be corrected and that such order has not been complied with.

5.3 Termination of Water Service by Company

The termination of wastewater services to the premises may include the termination of water service to the premises.

5.4 Termination of Service by Customer

Where a Customer requests the Company to discontinue wastewater service, the following rules shall apply:

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A. Customer to Notify Company

A Customer who wishes to have service discontinued shall give at least three (3) days' notice to the Company, specifying the date on which service is to be discontinued. In the absence of proper notice, the Customer shall be responsible for all service rendered until the time that the Company shall have actual or constructive notice of the Customer's intent to discontinue service, and service has been discontinued.

B Customer Requests Reconnection

A Customer discontinuing service remains a Customer for purposes of paying turn-on fees pursuant to this Tariff for a period of nine (9) months. Where a Customer requests turn-on of service within nine (9) months of disconnection, the Customer shall be subject to monthly minimum billing for the period of disconnection.

5.5 Service Renewed

When wastewater service to any premise has been terminated for any reason, it will be renewed only after the conditions, circumstances, or practices which caused the wastewater service to be discontinued are corrected and all fees paid.

5.6 Service Restoration Charge

When wastewater service to any premise has been terminated because of nonpayment of a bill or other violation of the Rules and Regulations, a \$50.00 charge will be required to restore service during Normal Working Hours. Other than Normal Working Hours, a charge equivalent to the cost incurred by the Company in restoring service, will be made;

and this charge together with all other amounts which may be due the Company by the Customer must be paid before the wastewater service is restored.

5.7 Service Reconnection Charge

When wastewater service to any premise has been discontinued at the request of the ratepayer, a \$50.00 charge will be required during Normal Working Hours to re-connect service to the same premises when service remains in the name of the ratepayer who requested the discontinuance. Other than Normal Working Hours, a charge equivalent to the cost incurred by the Company in re-connecting service will be made.

6. Service Line and Connections

6.1 Connections to the Street Main to be at Manholes

All connections to the street main will be at a manhole location unless otherwise approved by the Company. Construction and maintenance of the manhole at the street main will be the responsibility of the Company.

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6.2 Right to Reject

The Company may refuse to connect with any piping system, or furnish wastewater service through one already connected, if such system is not properly installed and maintained.

6.3 Manholes to be Installed on Service Lines

Unless waived by the Company in writing, inspection/monitoring manholes shall be installed on all Service Lines at a location approved by the Company and in accordance with Company specifications. Construction and maintenance of all manholes on Service Lines will be the responsibility of the Customer.

6.4 Manhole Construction Standards

All manholes constructed by the Customer must be water or vacuum tested in the presence of a Company representative before being placed in service.

6.5 Installation of the Service Line By the Customer

Installation and maintenance of the Service Line and connection with the Company's facilities shall be the responsibility of the Customer. The Company will review and approve designs for the Service Line and connection, Company personnel will be present when the Service Line is connected to the main, and shall inspect and approve the connection when work is completed, at the Customer's expense (at the costs incurred by the Company).

6.6 Responsibility for Costs of Service Line

All cost for materials, installation, excavation and backfilling and inspection associated with construction of the Service Line and connection to the Company's street main shall be the responsibility of the Customer.

6.7 Service Line Construction Standards

All Service Lines shall be laid at least 5 feet below the surface of the land in a separate trench from any other facility or utility and sufficiently separated from any water or storm sewer line. The Company must approve the size, kind and quality of the facilities laid between the meter and the structure on the premise to be supplied.

6.8 Trench Restriction

- A. No service pipe shall be laid in the same trench with gas pipe, electric cable, telephone cable or any other facility of a public utility. Furthermore, no wastewater pipe may be installed within three (3) feet in undisturbed earth to a water service line. If a common trench is used for wastewater and water, a three (3) foot vertical and three (3) foot horizontal shelf must be made between the water service and the wastewater line.
- B. No Service Line will be permitted within three (3) feet of any open excavation or vault. Service Lines shall not be covered until inspected and approved by a qualified representative of the Company.

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6.9 Testing of Service Lines

All Service Lines must be air-tested and inspected via video in the presence of a Company representative before being placed in service.

6.10 Other Customers Cannot Connect to the Service Line

No owner of any premises connected with the wastewater lines of the Company will be allowed to permit another person or premises to use or connect with its Service Line, not stipulated by its application or otherwise, except upon written permit from the Company.

6.11 Responsibility for Obtaining Permits for Service Line

All state and/or municipal permits or approvals must be secured by the Customer.

6.12 Compliance with State and Local Regulations

The Customer at all times shall comply with state and municipal regulations concerning the Service Lines, including any applicable plumbing codes, and shall make any changes which may be required because of change of grade, relocation of mains or otherwise. All

connections requiring a public road crossing will require a municipal permit and must be constructed in accordance with municipal specifications.

6.13 Maintenance of Service Lines

Maintenance of the Service Line and connection with the Company's facilities shall be the responsibility of the Customer. All Service Lines shall be kept in good repair by the Customer at the Customer's expense. Leaks in Service Lines shall be promptly repaired. On failure to make such repairs, with reasonable dispatch, the Company will turn off the wastewater facilities, and it will not be again turned on until all proper and necessary repairs are made, and the expenses incurred in shutting off and turning on the wastewater facilities are paid in full by the Customer.

6.14 Alterations of Connections with the Wastewater System

No repairs, alterations, or additions to any drain or wastewater connection with the Company's wastewater system shall be made, unless the person desiring to make the same shall first make application to and receive permission from the Company for doing so.

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7. Meters

7.1 Determining Measured Wastewater

- A. For most Customers, the Company will base its charges for wastewater service on the Water Company's meter readings, except that a Customer who has a private well will be required to install a water meter, on which the Company will base its charges for wastewater service.
- B. If water is used by the Customer's industrial process, thereby reducing the amount of wastewater discharged, the Customer may request the use of up to two deduct meters to compute the actual wastewater discharge for purposes of billing. All meters used for computing wastewater discharge shall be provided and installed by the Customer or the Water Company. All such meters and their location must be approved by the Company and no repairs or changes will be permitted to be made to said meters except under the direction of an authorized person designated by the Company.
- C. If a Customer requires more than two deduct water meters, or if the Company determines that the Customer's wastewater discharge should be measured with a wastewater meter, the Customer will furnish, install and maintain a Company-approved wastewater meter at a location to be provided by the Customer and that is acceptable to the Company.

7.2 Wastewater Meters Must be Acceptable to the Company

Wastewater meters shall be of a type and kind satisfactory to the Company. The Company shall seal the meter, and it will not be tampered with by the Customer. The meter shall be placed in a protected location within a building or manhole so as to measure the entire flow of wastewater discharge.

7.3 Tampering with Utility Equipment on a Customer's Property

When a meter or other utility equipment on a Customer's premises have been tampered with and the Customer enjoys the use of or receives benefit from the wastewater service intended to be metered, it may be reasonably inferred that the Customer tampered with the meter or other utility equipment. The penalties for tampering with such equipment include, but are not limited to, termination of service and recovery by the Company of all costs related to the tampering (including payment for such wastewater service as the Company may estimate that the Customer used, based on the Customer's past wastewater service usage and other available information, at the highest rate permitted for that Customer's rate class).

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7.4 Tampering with Utility Equipment off of the Customer's Property

No customer shall tamper or interfere with utility equipment or facilities (including wastewater treatment facilities) located off of the Customer's property. The penalties for tampering or interfering with such equipment or facilities include, but are not limited to, termination of service and recovery by the Company of all costs related to the tampering or interference.

7.5 Meter Testing

A. Company Meters

1. All meters are accurately tested before installation. Meters are also periodically tested in accordance with the regulations of the P.U.C. The Company may at any time remove any meter for routine tests, repairs or replacement and may, at its option and expense test any meter when the Company has reason to believe that it is registering inaccurately.
2. Any Customer may request the Company to make a special test of the accuracy of a Company-owned meter, which test will be made in accordance with 52 Pa. Code § 65.8.
3. A fee shall be paid for a special test, which shall be paid in advance by the Customer. The amount of the fee is set forth at 52 Pa. Code § 65.8(h). If the said meter be found upon said test to be accurate within the limits specified in 52 Pa. Code § 65.8(a), the fee shall be retained by the Company, but if not so found, the cost shall be borne by the Company and the fee paid by the Customer will be refunded. A report of the test will be made to the Customer. If the meter is not found to be accurate, the meter shall forthwith

be repaired by the Company or another meter which has been properly repaired shall be installed, and the Customer's bill shall be adjusted in accordance with 52 Pa. Code § 65.9.

4. The special test of a meter requested by a Customer must be witnessed by the Customer or its duly Authorized Representative.

B. Customer Meters

Customer Meters shall be tested for calibration at least once every twelve months, at the Customer's expense, and the results sent to the Company. If results are not timely submitted, the Company may request that a meter test be performed at the Customer's expense.

7.6 Access by Authorized Representatives of the Company

Properly Authorized Representatives of the Company shall have access at all reasonable hours to the premises served for the purpose of reading meters or making necessary inspections, or supervising the installation of Service Lines or repair or removal of meters.

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8. Prohibited Wastes

8.1 Discharge Prohibitions

A. Water or Waste

The discharge of excessive amounts of unpolluted water or waste to the wastewater system is expressly prohibited. The Company reserves the right to define the amount it deems excessive in each particular situation.

B. Garbage

The discharge of any garbage to the wastewater system is expressly prohibited unless the garbage has first been properly shredded by a garbage grinder or garbage disposal device.

C. Pollutants

No Customer shall contribute or cause to be contributed, directly or indirectly, any pollutants that will pass through the WWTP or interfere with the operation or performance of the WWTP. These general prohibitions apply to all such Customers of the WWTP whether or not the Customer is subject to Federal Categorical Pretreatment Standards or any other Federal, State, or local Pretreatment Standards or Requirements. A Customer may not contribute the following substances to the WWTP:

1. Any liquids, solids or gases which by reason of their nature or quantity are or may be sufficient, either alone or by interaction with any other substances, to create a fire or explosion hazard in the WWTP, including, but not necessarily limited to, any waste streams, with a closed-cup flashpoint of less than 140° Fahrenheit or 60° Centigrade using the test methods specified in 40 CFR Section 261.21. At no time shall two successive readings on an explosion hazard meter, at the point of discharge into the wastewater system (or at any point in the system) be more than five percent (5%), nor any single reading be over ten percent (10%) of the Lower Explosive Limit (“LEL”) of the meter. Restricted materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides, and any other substances which the Company, DEP or EPA deem to pose a fire or explosion hazard.
2. Any solid or viscous substances which may cause obstruction to the flow in a sewer, cause mechanical action which will destroy the sewer structures, or in the opinion of the Company may cause other interference with the operation of the WWTP including, but not limited to, grease, garbage with particles greater than one-half inch in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshing, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud or glass grinding or polishing wastes.
3. Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the WWTP, or exceed the limitation set forth in a Categorical Standard. A toxic pollutant shall include, but not be limited to, any pollutant identified pursuant to Section 307(a) of the Act.
4. Any noxious or malodorous liquid, gas, or solid which either singly or by interaction with other wastes is, in the opinion of the Company, sufficient to create a public nuisance or hazard to life or is sufficient to prevent entry into the sewers for their maintenance and repair.
5. Any substance which may cause the WWTP’s effluent or any other product of the WWTP such as residues, sludge, or scum, to be unsuitable for reclamation and reuse or to interfere with the reclamation process where the WWTP is pursuing a reuse and reclamation program. In no case shall a substance discharged to the WWTP cause the WWTP to be in noncompliance with sludge use or disposal criteria, guidelines, or

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regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substance Control Act, or State criteria applicable to the sludge management method being used.

6. Any substance which will cause the WWTP to violate its NPDES and/or State Disposal System Permit or the receiving water quality standards for the Tomhicken Creek.
7. Any wastewater containing dyes, paints, pigments, inks, etc., or other agents which are not removed by the treatment process, and are in sufficient quantity to add any coloration above that of normal wastewater, or cause objectionable color.
8. Any wastewater having a temperature in excess of 140°F/60° C or which will inhibit biological activity in the WWTP treatment plant resulting in interference, but in no case wastewater that causes the temperature of the wastewater at the point of introduction into the WWTP treatment plant to exceed 104°F/40° C.
9. Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a discharge at a flow rate and/or pollutant concentration which will cause interference to the WWTP. Where the Company deems it advisable, the Company may require any person discharging industrial wastes to utilize flow equalization or restricted discharge rates to prevent potential slug loading problems such as in the case of batch discharges.
10. Any wastewater containing any radioactive waters or isotopes of such half-life or concentration as may exceed limits established by the Company in compliance with applicable State or Federal regulation.
11. Any wastewater containing gases or vapors either free or occluded, in concentrations that may cause a hazard to human life or create a public nuisance.
12. Any wastewater having a pH lower than 6.0 or higher than 8.5 measured for a period of 15 minutes or more, or having any other corrosive property capable of causing damage or hazards to structures, equipment, or personnel of the WWTP. Where the Company deems it advisable, the Company may require any person discharging industrial wastes to install and maintain at his own expense, in a manner approved by the Company, a suitable device to continuously measure and record the pH of the wastes so discharged.
13. Any wastewater containing petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass-through, or wastewater containing more than 50 mg/L of fat, oil and grease.

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14. Any wastewater containing insoluble, nonflocculent substances having a specific gravity in excess of 2.65, or soluble substances in such concentrations as to cause the specific gravity of the water to be greater than 1.1.
15. Any wastewater or pollutants which result in the presence of toxic gases, vapors, or fumes within the WWTP in a quantity that may cause acute or chronic worker health and safety problems.
16. Any wastewater containing more than 10.0 parts per million of any of the following gases: hydrogen sulfide, sulfur dioxide, nitrous oxide or any of the halogens.
17. Any trucked or hauled wastewater or pollutants, except at a discharge point(s) designated by the Company.
18. Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, noncontact cooling water, and unpolluted wastewater, unless specifically authorized by the Pretreatment Coordinator.
19. Sludges, screenings, or other residues from the pretreatment of industrial wastes.
20. Medical wastes, except as specifically authorized by the Pretreatment Coordinator in an individual wastewater discharge permit.
21. Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail toxicity testing.
22. Detergents, surface-active agents, or other substances that might cause excessive foaming in the WWTP.

D. Enforcement

1. The Company shall have the right at any reasonable time to inspect a Customer's wastewater system, and to sample wastewater being discharged into the wastewater system, to determine whether the Customer is in compliance with this Tariff. The customer shall be responsible for the costs incurred by the Company for sampling and laboratory analysis.
2. When the Company determines that a Customer is directly or indirectly discharging any of the above substances to the WWTP in such amounts that will pass through or interfere with the operation of the WWTP, the Company shall: (1) advise the Customer of the impact of the contribution on the WWTP; (2) develop specific effluent limitations(s) for such

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Customer to correct the interference with the WWTP; and/or (3) initiate appropriate enforcement action against the Customer pursuant to this Tariff.

8.2 Discharge Limits

No person shall discharge or cause to be discharged into the wastewater system any sanitary wastewater or industrial wastes exceeding the following maximum allowance discharge limits:

Applicable to All Service Areas Except Humboldt North

Discharge Parameter	Composite	Grab
Biological Oxygen Demand (BOD), mg/L	300	600
Chemical Oxygen Demand (COD), mg/L	600	1200
Suspended Solids (TSS), mg/L	300	600
TKN, mg/L	60	120
Ammonia Nitrogen, mg/L	30	60
pH Index	-	6.5 to 8.5
Copper, mg/L	0.5	1.0
Chromium, mg/L		
Hexavalent	-	0.05
Trivalent	-	1.0
Total Solids, mg/L	-	1500
Zinc, mg/L	0.5	1.0
Cyanide, mg/L	-	0.05
Phenols, mg/L	-	0.05
FOG (Fats, Oils, and Grease)		
Mineral, mg/L	-	50

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Vegetable and Animal, mg/L	-	50
Combustible Product	-	Maximum 40°F Closed cup flash pt
Total Phosphorus, mg/L	7	-
Arsenic, mg/L	1.70	-
Cadmium, mg/L	4.70	-
Detergents, mg/L	234	-
Lead, mg/L	3.60	-
Mercury, mg/L	0.19	-
Nickel, mg/L	4.10	-
Silver, mg/L	1.70	-
Sulfate, mg/L	755	-
Phenols, mg/L	0.05	-
Temperature*	50°F above ambient	-

* Shall not cause plant wastewater temperature to exceed 104°F/40°C

- Any gasoline, benzene, naphtha, fuel oil, or other inflammable or explosive liquid, solid or gas.
- Any underground garbage.
- Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure or any other solid or viscous substance capable of causing obstruction or other interference with the proper operation of the wastewater system.
- Molybdenum.

Applicable to Humboldt North Only

Discharge Parameter	Total Maximum Allowable Industrial Load (lbs/day)	Maximum Daily Concentration (mg/L)
<i>Conventional</i>		
Biological Oxygen	10,000	-

Demand (BOD), mg/L		
Total Suspended Solids	-	1,650
<i>Inorganics</i>		
Arsenic, total	-	1.7
Cadmium, Total	-	4.7
Chromium, Total	-	5.3
Copper, Total	-	1.8
Lead, Total	-	3.6
Mercury, Total	-	0.19
Nickel, Total	-	4.1
Silver, Total	-	1.7
Zinc, Total	-	2.5
Cyanide, Total	-	2.1
<i>Volatile Organics</i>		
Benzene	-	0.01
Chlorobenzene	-	2.29
Chloroform	-	0.06
Ethylbenzene	-	1.66
Methylene Chloride	-	1.00
Toluene	-	2.07
1,1,1 Trichloroethanc	-	1.50

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8.3 Amendment of Discharge Limits

Whenever federal, state, or local regulations (including regulations (except for rates, fees and surcharges) of the GHJSA) are duly amended in such a way as would produce a difference between them and this Tariff, this Tariff shall be deemed to be amended so as to be consistent with the amendments to the regulations, except that if application of the amendment is discretionary, this Tariff will remain unchanged.

8.4 Sampling

Customers discharging any wastewater to the Company's system other than domestic wastewater shall provide weekly composite analysis of the parameters of concern.

Composite sample shall be a flow weighted composite for the hours of process wastewater discharge. Parameters of concern shall be based on the individual Customer's discharge.

8.5 Customer's Liability

Should any Customer, whether accidentally or otherwise, discharge any material into the Company's wastewater system, that interferes with, impedes, or in any other way adversely affects the operation of the wastewater system, then the Customer will be required to pay to the Company whatever charges, final costs, or other expenses are incurred by the Company as a result of any breakdown, slow-down, hold-up, clean-up, repairs, or additional time needed for processing the wastewater.

8.6 Customers' Liability for GHJSA Charges

If a Customer discharges effluent into the Company's wastewater system, for treatment in the GHJSA wastewater treatment plant, which exceeds either the parameters of the GHJSA wastewater system or a permit that GHJSA issued to the Customer, and the GHJSA imposes a fee on the Company for the exceedance, the Company will pay the amount due to GHJSA, but will impose a surcharge on the responsible customer to recover the amount of the fee, without markup.

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8.7 Company Pretreatment Fee Schedule

Permit (New)	\$2,000
Permit (Renewal – every five years)	\$1,000
Annual Inspection of Pretreatment Facility	\$ 750
Response to accidental discharge	\$500 per visit
Construction Inspection of Pretreatment Facility	\$500 per visit
Appeals	\$500
Legal and Administrative Costs of Enforcement	\$500 per violation
Engineering Review Costs	\$1,000 per project

8.8 Emergency Suspensions

- A. The Pretreatment Coordinator may upon informal notice to the Industrial Customer, order the Customer to immediately halt or prevent a discharge to the WWTP which reasonably appears to present an imminent endangerment to the health or welfare of persons, or may damage the WWTP or its receiving stream. For the purpose of this paragraph, informal notice to an Industrial Customer may be issued by a telephone call, an on-site inspection/visit, a cease and desist order, or any combination of these methods.
- B. In the event that an Industrial Customer should fail to voluntarily comply with an emergency order to immediately halt or prevent a discharge to the WWTP, the Pretreatment Coordinator shall take whatever action is deemed necessary, including

immediate severance of the wastewater connection, to prevent or minimize damage to the WWTP, its receiving stream, or endangerment of any individuals. The costs associated with any such emergency action shall be assessed to the Industrial Customer, and the Company shall not be responsible for any damages, including loss of income, as a result of such emergency action.

- C. The Company shall authorize permission to resume a discharge that has been halted under the emergency action provisions upon satisfactory proof that the imminent danger has been eliminated. Within 30 days after the date of any such emergency action, the Industrial Customer shall submit to the Company a detailed written statement describing the cause or causes of the harmful contribution that necessitated the emergency action, and the measures that will be taken to prevent any future occurrence of the incident.

8.9 Revocation of Permit

- A. The conditions and requirements of this Tariff are applicable to all permitted Industrial Customers and shall be incorporated into the Customer's permit either expressly or by reference. The permittee has a duty to comply with all of the conditions of this Tariff. Any noncompliance constitutes a violation of the Tariff and is subject to appropriate enforcement action including, but not limited to, permit revocation or denial of a permit renewal application.
- B. The Company may revoke an Industrial Customer's permit and suspend wastewater treatment service, or deny a permit renewal application, for any of the following causes:
1. Failure to notify the Company of significant changes to the wastewater prior to the changed discharge;
 2. Determination by the Company that the discharge presents or may present an endangerment to the environment or which threatens to interfere with the operation of the WWTP;
 3. Failure of the Customer to disclose fully all relevant facts during the permit application or issuance process, or the Customer's misrepresentation of any relevant facts at any time;
 4. Falsifying monitoring or compliance reports, or tampering with or knowingly rendering inaccurate any monitoring device or method required to be maintained under the Customer's permit.
 5. Refusal of reasonable access to the Customer's premises for the purpose of inspection or monitoring;

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6. Willful and knowing failure to comply with any conditions of the Customer's permit or this Tariff.
 7. Failure to pay wastewater charges;
 8. Failure to meet compliance schedules; or
 9. Failure to complete a wastewater survey.
- C. Such Customer will be notified of the proposed termination of its discharge and be offered an opportunity to show cause why the proposed action should not be taken. Exercise of this option by the Company shall not be a bar to, or a prerequisite for, taking any other action against the Customer.
- D. In the event of a nonemergency situation, where the Company has determined that a Customer's discharge presents or may present a threat to the environment or the operation of the WWTP, or where revocation of a Customer's Industrial Waste Permit is warranted as an enforcement action; the Company shall, after formal written notification to the affected Customer and provision of ample opportunity for the Customer to respond, require the Customer to halt or prevent the discharge.

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9. Construction, Maintenance and Repairs

9.1 Pretreatment Facilities Required

If a Customer is informed that it cannot allow its wastewater to enter the lines because the wastewater exceeds the maximum allowable discharge limits, then and in that event, the Customer will be required to construct such pretreatment plants, basins, or other facilities as may be required to pre-treat the wastewater so that it will meet the discharge requirements.

9.2 Monitoring Process Waste Required

At the discretion of the Company, customers discharging process waste from their facility into the wastewater line may be required to monitor their discharge and submit periodic reports to the Company.

9.3 Odors from Pretreatment Facilities Prohibited

All outside pretreatment plants, basins, or other facilities shall be so constructed that no fumes or odors shall emanate from them.

- A. They must be protected in such a way that they will not be considered what the Courts of Pennsylvania have termed to be an "Attractive Nuisance".

- B. In establishing its protection, the Customer shall protect its plants, basins or other facilities so that it will not be accessible to unauthorized persons. A chain link fence and warning signs must be used wherever possible.

9.4 Location of Pretreatment Facilities

All pretreatment plants, basins, or other facilities shall be constructed on that part of the property of the Customer so that there will be no drippage, drainage, leakage, seepage, or spillage, overground or underground, to any adjacent property, and pits and basins shall be so “lined” with a material that will prevent such drippage, drainage, leakage, seepage, or spillage. All lined facilities shall meet DEP requirements.

9.5 Company Approval of Location of Pretreatment Facilities

All such pretreatment plants, basins, or other facilities shall be erected on that part of the Customer’s land as shall be approved by an Authorized Representative of the Company.

9.6 Customer Liability for Costs of the Pretreatment Facilities

All construction, maintenance, repairs and costs of operation of said pretreatment plants, basins, or other facilities shall be at the cost of the Customer, and the Customer will be solely liable for any acts of negligence in connection with the same.

9.7 Customer Liability for Negligence Relating to Pretreatment Facilities

The customer is responsible for acts of negligence in connection with the pretreatment plants, basins, or other facilities and shall pay the cost of damages that may result from negligence.

9.8 Cleaning of Pretreatment Facilities

Pretreatment plants, basins, or other facilities shall be cleaned on a regular schedule and such schedule shall be submitted to the Company for its approval. The scheduled cleaning must be at specific time intervals so that no odors will emanate therefrom.

- A. The Company shall have the right to approve or disapprove the schedule of cleaning and if said pretreatment plants, basins, or other facilities are not cleaned regularly, then the Company may clean the aforesaid pretreatment plants, basins, or other facilities without any liability thereto, and charge the Customer for said cleaning.
- B. The latter remedy shall not be used by the Company without having given seventy-two (72) hours’ notice to the Customer.

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10. Pretreatment

10.1 General

- A. Customers shall provide necessary wastewater treatment as required to comply with this Tariff and shall achieve compliance with all Federal Categorical Pretreatment Standards within the time limitations as specified by the Federal Pretreatment Standards.
- B. Existing sources shall comply with Federal Categorical Pretreatment Standards within three years of the date the standard is effective, unless a shorter compliance time is specified in the applicable standard.
- C. New Sources shall install and have in operating condition, and shall “start-up” all pollution control equipment required to meet applicable Federal Categorical Pretreatment Standards before beginning to discharge to the WWTP. Within the shortest feasible time (not to exceed 90 days), new Sources must meet all applicable Federal Categorical Pretreatment Standards.
- D. Any facilities required to pretreat wastewater to a level acceptable to the Company shall be provided, operated, and maintained at the Customer’s expense. All laboratory testing to ensure compliance is the responsibility of the Customer. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the Company for review, and shall be acceptable to the Company before construction of the facility. The review and approval of such plans and operating procedures will in no way relieve the Customer from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the Company under the provisions of this Tariff. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to the Company prior to the Customer’s initiation of the changes.
- E. Whenever deemed necessary, the Company may require Customers to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate wastewater streams from industrial waste streams, and such other conditions as may be necessary to protect the WWTP and determine the Customer’s compliance with the requirements of this Tariff.
- F. The Company may require any person discharging into the WWTP to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow.
- G. Grease, oil, and sand interceptors shall be provided when, in the opinion of the Pretreatment Coordinator, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand; except that such interceptors shall not be required for Residential Customers.

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10.2 Confidential Information

- A. All records relating to compliance with Pretreatment Standards shall be made available to officials of the EPA or DEP upon request.
- B. Information and data on a Customer obtained from reports, questionnaires, permit applications, permits, monitoring programs and from inspections shall be available to the public or any governmental agency without restriction unless the Customer 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 of the Customer.
- C. When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the general public but shall be made available upon written request to governmental agencies for uses related to this Tariff, the National Pollutant Discharge Elimination System (NPDES) Permit, and/or the State Disposal System provided, however, that such portions of a report shall be available for use by the State or any state agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.

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11. Administration of Industrial Waste Permits

11.1 Permit Requirements

All Industrial Customers proposing to directly or indirectly discharge to the WWTP shall obtain an Industrial Waste Permit before directly or indirectly discharging to the WWTP.

11.2 Permit Application

- A. Customers required to obtain an Industrial Waste Permit shall complete and file with the Company, a permit application in the form prescribed by the Company, and accompanied by an application fee according to the fee schedule in this Tariff. The Company reserves the right to assess additional charges and fees to cover any reasonable costs incurred by the Company in reviewing and processing the permit application.
- B. Existing Customers required to obtain an Industrial Waste Permit shall apply within 180 days of the effective date of this tariff. In support of the permit application, the Customer shall submit, in units and terms appropriate for evaluation, the information stated in Rule 11.2 C.1. through C.16.
- C. Proposed new Customers shall apply at least 90 days prior to connecting to or directly or indirectly discharging to the WWTP. In support of the permit

application, the Customer shall submit, in units and terms appropriate for evaluation, the following information wherever possible:

1. Name, address, location of facility, including the name of the operator and owner. Also pertinent contact information;
2. NAICS Code number according to the North American Industry Classification System, as amended;
3. Wastewater constituents and characteristics including but not limited to those mentioned in this Tariff as determined by a reliable analytical laboratory; sampling and analysis shall be performed in accordance with procedures established by the EPA pursuant to Section 304(g) of the Act and contained in 40 CFR, Part 136, as amended;
4. Time and duration of contribution;
5. Average daily and three minute peak wastewater flow rates, including daily, monthly, and seasonal variations, if any;
6. Site plans, floor plans, mechanical and plumbing plans or sketches to approximate scale and sufficient detail to show all sewers, wastewater connections, and appurtenances by the size, location, and elevation;
7. Description of activities, facilities and plant processes on the premises including a list of all toxic pollutants and pollutants prohibited or regulated by this Tariff which are or could potentially be discharged to the WWTP;
8. Where known, the nature and concentration of any pollutants in the discharge which are limited by any Authority, State or Federal Pretreatment Standards, and a statement regarding whether or not the Pretreatment Standards are being met on a consistent basis and, if not, whether additional operation and maintenance and/or additional pretreatment is required for the Customer to meet applicable Pretreatment Standards;
9. Where the Pretreatment Standards require compliance with a BMP or pollution prevention alternative, the Customer shall submit documentation as required by the Company or the applicable Pretreatment Standards to determine compliance with the Pretreatment Standard;
10. If additional pretreatment and/or operation and maintenance procedures will be required to meet the Pretreatment Standards, the Customer shall submit the shortest schedule by which the Customer will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard;

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The following conditions shall apply to this schedule:

- a) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the Customer to meet the applicable Pretreatment Standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing a contract for major components, commencing construction, completing construction, etc.).
 - b) No increment referred to in paragraph a) above shall exceed nine months.
 - c) No later than 14 days following each date in the schedule and the final date for compliance, the Customer shall submit a progress report to the Company including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the Customer to return the construction to the schedule established. In no event shall more than nine months elapse between such progress reports to the Company.
11. Each product produced by type, amount, process or processes and rate of production;
12. Type and amount of raw materials processed (average and maximum per day); including all material safety data sheets;
13. The location for monitoring all wastes covered by the permit;
14. The Federal Categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for existing sources;
15. Number of employees, and hours of operation of plant and proposed or actual hours of operation of pretreatment system;
16. Any other information as may be deemed by the Company to be necessary to evaluate the permit application.
- D. Application Signatories and Certifications: All wastewater discharge permit applications must be signed by an Authorized Representative of the Customer and contain a certification statement.

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- E. The Pretreatment Coordinator for the Company shall review the permit application for completeness within 60 days of its receipt and notify the applicant in writing as to whether the application is considered complete or incomplete. If the application is incomplete, the Pretreatment Coordinator shall specify the additional information that is required to complete the application and a date for submitting the necessary information. After an application is completed, the Pretreatment Coordinator may still request additional information but only to clarify, modify or supplement the previously submitted material. If the Pretreatment Coordinator deems it necessary, a site visit may be scheduled with the applicant to assist the Pretreatment Coordinator in evaluating the application. Failure or refusal to correct deficiencies in the application within a reasonable time schedule may be cause for permit denial and appropriate enforcement action as per this Tariff.
- F. The Pretreatment Coordinator shall issue a draft Industrial Waste Permit or notice of intent to deny a permit within 60 days after receipt of the completed application. The applicant shall be given a minimum 30 day period to review and comment on the proposed permit or permit denial. Upon request, the Pretreatment Coordinator shall schedule an informal meeting with the applicant to review the draft permit or proposed permit denial action. In the event that the applicant and the Pretreatment Coordinator cannot come to an agreement on the draft permit or permit denial, the applicant may request a formal meeting before the Company Board to appeal the permit denial or specific provisions of the draft permit. A request for an appeal must be submitted in writing to the Board within 30 days after the informal meeting with the Pretreatment Coordinator. The request shall clearly state the specific action or provision(s) being appealed and the grounds for the appeal. Within 30 days after the close of the applicant's review period or the appeal meeting, if the applicant is approved, the Company shall issue a final Industrial Waste Permit.

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11.3 Permit Revisions

As soon as possible, after the promulgation of a Federal Categorical Pretreatment Standard, the Industrial Waste Permit of Customers subject to such standard shall be revised to require compliance with such standard within the time frame prescribed by such standard. Within 180 days after the effective date of the applicable Federal Categorical Pretreatment Standard, any Customer which has not previously submitted an application for an Industrial Waste Permit, as required by this Tariff, shall submit to the Company an application for an Industrial Waste Permit and a baseline monitoring report as required by 40 CFR, Part 403, Section 403.12(b). Within 180 days after the effective date of the applicable Federal Categorical Standard, any Customer with an existing Industrial Waste Permit shall submit to the Company a baseline monitoring report including the information required by this Tariff.

11.4 Permit Conditions

- A. Industrial Waste Permits shall be expressly subject to all provisions of this Tariff and all other applicable regulations. Permits may contain, but are not limited to, the following requirements:
1. A statement that indicates the permit issuance date, expiration date and effective date;
 2. A statement of non-transferability without prior notification and acceptance from the Company;
 3. Unit charges or a schedule of Customer charges and fees for the management of wastewater discharged to the WWTP;
 4. Limits on the average and maximum wastewater constituents and characteristics;
 5. Limits on average and maximum rate and time of discharge or requirements for flow regulation and equalization;
 6. Requirements for installation and maintenance of inspection and sampling facilities;
 7. Specifications for monitoring programs which may include: sampling locations, frequency of sampling, number, types, standards for tests, and a reporting schedule;
 8. Compliance schedules; however, it must be noted that no such compliance schedule shall exempt an Industrial Customer from further enforcement action for failure to meet a compliance date for any applicable Federal Pretreatment Standards;
 9. Requirements for submission of technical reports or discharge report.
- B. Requirements for maintaining and retaining plant records relating to the wastewater discharge as specified by the Company, and affording the Company access thereto;
- C. Requirements for prior notification of the Company of any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the wastewater treatment system;
- D. Requirements for compliance with all applicable Federal Categorical Pretreatment Standards, BMPs if applicable, and other reporting requirements;
- E. Requirements for submitting to the Company all available sampling and monitoring data conducted in accordance with 40 CFR Part 136 procedures;

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- F. Requirements for developing and implementing an SPCC Plan and use of Best Management Practices to prevent spills or accidental discharges from entering the public wastewater system;
- G. A statement that compliance with the individual wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State Pretreatment Standards, including those which become effective during the term of the individual wastewater discharge permit; and/or
- H. Other conditions as deemed appropriate by the Company to ensure compliance with this Tariff.

11.5 Permit Duration

Permits shall be issued for a specified time period, not to exceed 5 years. A permit may be issued for a period less than a year or may be stated to expire on a specific date. The terms and conditions of the permit may be subject to modification by the Company during the term of the permit if the limitations or requirements identified in this Tariff are modified or other just cause exists. The Customer shall be informed of any proposed changes in its permit at least 30 days prior to the effective date of the change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

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11.6 Permit Renewal

A Customer with a currently effective permit shall submit a new permit application to the Company no later than 180 days before the expiration date of the existing permit, unless permission for a later date has been granted by the Company. The terms and conditions of the existing permit shall remain fully effective and enforceable until the effective date of a new permit, provided the permittee has properly submitted a complete application for permit renewal within the specified time period, and the Company has not revoked the existing permit or denied the permit renewal in accordance with the provisions of this Tariff.

11.7 Permit Transfer

Industrial Waste Permits are issued to a specific Customer for a specific operation. A permit shall not be reassigned, transferred, or sold to a new owner, new Customer, different premises, or a new or changed operation without the prior written approval of the Company. The Permittee shall notify the succeeding owner or controller of the existence of this Permit by certified letter, a copy of which shall be forwarded to the Company, at least 60 days prior to completing any such transfer. Any succeeding owner or Customer shall also comply with the terms and conditions of the existing permit until such time that a new permit is issued by the Company.

11.8 Reporting Requirements

- A. Reports Of Potential Problems (all Industrial Users): 40 CFR 403.17: In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, a Slug Load, that might cause potential problems for the WWTP, the Customer shall immediately telephone and notify the Pretreatment Coordinator, or assigned designate, of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the Customer. Within 5 days following such discharge, the Customer shall, unless waived by the Pretreatment Coordinator or assigned designate, submit a detailed written report describing the cause(s) of the discharge and the measure to be taken by the Customer to prevent similar future occurrences. Such notification shall not relieve the Customer of any expense, loss, damage, or other liability which might be incurred as a result of damage to the WWTP, natural resources, or any other damage to person or property. Employers shall ensure that all employees, who could cause such a discharge to occur, are advised of the emergency notification procedure by way of a permanent posting in a prominent, appropriate area.
- B. Noncompliance Violation (all Industrial Users): 40 CFR 403.12 (g)(2): All Industrial Customers shall notify the Pretreatment Coordinator within 24 hours of becoming aware of a violation, based on the sampling performed by the Industrial Customer. In addition, the Industrial Customer shall also repeat the sampling and analysis for the pollutant parameter in noncompliance and submit the results of the repeat analysis to the Pretreatment Coordinator within 30 days after becoming aware of the violation. Repeat sampling must be conducted until the off-spec parameter(s) return to acceptable level(s). (C)
- C. Changed Discharge (all Industrial Users): 40 CFR 403.12(j): All Industrial Customers, whether permitted or not, shall promptly notify the Pretreatment Coordinator in advance of any substantial change in the volume or character of pollutants in their discharge, including the listed or characteristic hazardous wastes for which the Industrial Customer has submitted an initial notification under Section 403.12(p) of 40 CFR part 403. For the purposes of this requirement, substantial changes include, but are not limited to, flow increases of 10% or greater, and the discharge of any previously unreported pollutants. Formal written notification shall be submitted to the Company at least 60 days prior to any introduction of any new pollutants so that permit requirements can be established as necessary. The Company reserves the right to deny or place conditions on any new or increased contributions to its wastewater system.
- D. Hazardous Waste Discharge (all Industrial Users): 40 CFR 403.12(p): All Industrial Customers and/or Industrial Users (sometimes referred to herein in the singular as an "IU" or in the plural as "IUs"), whether permitted or not, shall notify the Company, the EPA, and the DEP in writing 60 days prior to the discharge of any substance, which, if otherwise disposed of, would be a hazardous waste under

40 CFR Part 261, in accordance with the requirements of Section 403.12(p) of 40 CFR Part 403. At a minimum, such notification must include the name of the listed or characteristic hazardous waste, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). The IU shall also notify the Company in writing, at least 60 days in advance, of any substantial change in the volume or character of any listed or characteristic hazardous wastes discharged for which the permittee has submitted initial notification under Section 403.12(p). The Company reserves the right to deny any new contributions to its wastewater system.

- E. Baseline Monitoring Report (Categorical Industrial Users only): 40 CFR 403.12(b)(1-7): Within 180 days after the effective date of any Categorical Pretreatment Standard now or later promulgated by the EPA, or 180 days after the final administrative decision made upon a category determination submission under 40 CFR Section 403.6(a)(4), whichever is later, any Industrial Customer subject to such Categorical Pretreatment Standards and currently discharging to or scheduled to discharge to the WWTP shall be required to submit, to the Company, a baseline monitoring report containing the information listed in paragraphs (b)(1) through (b)(7) of 40 CFR Section 403.12 at least 90 days prior to commencement of any discharge. New Sources, and any sources that become Industrial Customers subsequent to the promulgation of an applicable Categorical Standard, shall be required to submit to the Company a baseline monitoring report which contains the information listed in paragraphs (b)(1) through (b)(7) of 40 CFR Section 403.12 and information on the method of pretreatment the source intends to use to meet the applicable Pretreatment Standards. (C)
- F. 90-Day Compliance Report (Categorical Industrial Users only): 40 CFR 403.12(d): Within 90 days following the date for final compliance with applicable Categorical Pretreatment Standards or in the case of a New Source following commencement of the introduction of wastewater into the WWTP, any Industrial Customer subject to Pretreatment Standards and Requirements shall submit to the Company a 90-day Compliance Report containing the information described in paragraphs (b)(4) through (b)(6) of 40 CFR Section 403.12. For IUs subject to equivalent mass or concentration limits established by the Company, this report shall contain a reasonable measure of the Customer's long-term production rate. For all other Industrial Customers subject to Categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the Customer's actual production during the appropriate sampling period.
- G. Periodic Compliance Reports (Categorical Industrial Users Only): 40 CFR 403.12(e): Any Industrial Customer subject to a Categorical Pretreatment Standard, after the compliance date of such Pretreatment Standard, or, in the case of a New Source, after commencement of the discharge into the WWTP, shall submit to the Company, by the 15th day of the month results from the previous month, unless required more frequently in the Pretreatment Standard or by the Company, a periodic compliance report indicating the nature and concentration of

pollutants in the effluent which are limited by such Categorical Pretreatment Standards. In addition, this report shall include a record of measured or estimated average and maximum daily flows during the reporting period. At the discretion of the Company and in consideration of such factors as local high or low flow rates, holidays, budget cycles, etc., the Company may agree to alter the months during which the above reports must be submitted. For Industrial Customers subject to equivalent mass or concentration limits established by the Company, this report shall contain a reasonable measure of the Customer's long-term production rate. For all other Industrial Customers subject to Categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation) this report shall include the Customer's actual production during the appropriate sampling period.

- H. Periodic Compliance Report (non-Categorical Significant Industrial Users): 40 CFR 403.12(h): All Noncategorical Significant Industrial Customers shall submit to the Company at least once every six months (on dates specified by the Company), unless required more frequently by the Company, a periodic compliance report describing the nature, concentration, and flow of the pollutants discharged to the WWTP and any other information deemed appropriate by the Company.
- I. Compliance Schedule (Progress) Reports (all Industrial Users): 40 CFR 403.12(c)(1-3) The following conditions shall apply to compliance schedules and Compliance Schedule Progress Reports: The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the Customer to meet the applicable pretreatment Standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation). No increment referred to above shall exceed 9 months and in no case will the schedule exceed 2 years. The IU shall submit a progress report to the Pretreatment Coordinator no later than 14 days following each milestone dated in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the Customer to return to the established schedule. In no event shall more than 9 months elapse between such progress reports to the Pretreatment Coordinator.
- J. Reports From Unpermitted Customers: All Customers not required to obtain an individual wastewater discharge permit shall provide appropriate reports to the Pretreatment Coordinator as the Pretreatment Coordinator may require.
- K. Signature Of Authorized Representative: The baseline monitoring report, 90-day Compliance Report and periodic compliance reports that must be submitted by categorical Industrial Customers shall be signed by an Authorized Representative of the Industrial Customer defined as: a corporate officer if the Industrial Customer

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is a corporation, a general partner or proprietor if the Industrial Customer is a partnership or sole proprietorship, or a designee of the above specified persons if such authorization is in writing, submitted to the Company and specifies a person or position having overall responsibility for the facility where the discharge originates or having overall responsibility of environmental matters for the facility.

- L. Signatory Statement: All baseline monitoring reports, 90-day compliance reports and periodic compliance reports from both Categorical and Noncategorical Industrial Customers shall be signed by an Authorized Representative of the Industrial Customer as defined in this Tariff and include the following certification statement:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

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Also included should be a statement, reviewed and signed by the Authorized Representative, and certified to by a qualified professional, indicating whether Pretreatment Standards, or BMP if applicable, are being met on a consistent basis, and, if not, whether additional operation and maintenance and/or additional pretreatment is required for the Industrial Customer to comply with the applicable Pretreatment Standards and Requirements.

- M. Sampling for Reporting Purposes: The baseline monitoring reports, 90-day Compliance Reports and periodic compliance reports from both Categorical and Noncategorical Industrial Customers shall be based upon sampling and analyses of the discharge, including the flow or production and mass where requested by the Company, performed during the period covered by the report. All sampling and analyses shall be representative of normal work cycles or production levels and the expected pollutant discharges to the WWTP. All techniques shall be in accordance with the procedures and standards described in 40 CFR Part 136 and amendments thereto. Where 40 CFR Part 136 does not include sampling or analytical techniques for the pollutant in question, or where the EPA Administrator determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the Company or other persons, approved by the EPA Administrator.
- N. Additional Sampling Reporting: If a Customer subject to reporting requirements monitors any regulated pollutant at the appropriate sampling location more

frequently than required by the Pretreatment Coordinator, using the procedures prescribed by the CFR, the results of that monitoring must be included in the appropriate report.

- O. **Sample Collection:** 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 is representative of conditions occurring during the reporting period. Except as indicated in this Tariff, the Customer must collect wastewater samples using 24-hour flow-proportional composite sampling techniques. 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, 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. Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques. For sampling required in support of baseline monitoring and 90-day compliance reports, a minimum of 4 grab samples (over an eight hour period when the facility's production is occurring) 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 Pretreatment Coordinator may authorize a lower minimum.
- P. **Analytical Requirements:** All pollutant analyses and sampling techniques shall be performed in accordance with 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable categorical Pretreatment Standard. If it does not contain sampling or techniques for the pollutant in question, or where the EPA determines that Part 136 is inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable procedures, including procedures suggested by the Pretreatment Coordinator or other parties approved by the EPA.
- Q. **Date Of Receipt Of Reports:** Written reports will be deemed to have been submitted on the date postmarked. For reports, which are not mailed, postage prepaid, into a mail facility serviced by the United States Posts Service, the date of receipt of the report shall govern.
- R. **Recordkeeping:** Customers shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this Tariff, any additional records of information obtained pursuant to

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monitoring activities undertaken by the Customer independent of such requirements, and documentation associated with Best Management Practices. 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 3 years. This period shall be automatically extended for the duration of any litigation concerning the Customer or the Company, or where the Customer has been specifically notified of a longer retention period by the Pretreatment Coordinator.

11.9 Permit Modifications

- A. The Pretreatment Coordinator may modify an individual wastewater discharge permit for good cause, including, but not limited to, the following:
1. To incorporate any new or revised Federal, State, or local Pretreatment Standards or Requirements; (Within 180 days after the effective date of a newly promulgated Federal Categorical Pretreatment Standard, any newly affected Customer shall submit an application for a permit and a baseline monitoring report.
 2. Any existing Customers currently holding a permit shall submit a baseline monitoring report and the information required by this Tariff.
 3. To address significant alterations or additions to the Customer's operation, processes, or wastewater volume or character since the time of the permit issuance;
 4. A change in the WWTP that requires either a temporary or permanent reduction or elimination of the authorized discharge;
 5. Information indicating that the permitted discharge poses a threat to the WWTP, personnel, or the receiving waters;
 6. Violation of any terms or conditions of the individual wastewater discharge permit;
 7. Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;
 8. Revision of or a grant of variance from categorical Pretreatment Standards pursuant to 40 CFR 403.13;
 9. To correct typographical or other errors in the individual wastewater discharge permit; or

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10. To reflect a transfer of the facility ownership or operation to a new owner or operator where requested.

11.10 Monitoring Facilities

- A. When required by the Company, an Industrial Customer shall install a suitable manhole or manholes on his connecting sewer or sewers to facilitate observation, sampling and measurement of the combined flow of wastes from his premises. Alternate monitoring facilities or arrangements may be acceptable to the Company under certain conditions and will be considered on a case-by-case basis. Such manhole or manholes shall be accessible and safely located and shall be constructed in accordance with plans approved by the Company. The monitoring facilities shall be installed by the Owner at its expense and shall be maintained by the Customer so as to be safe and accessible to the Company or its Authorized Representative at all times.
- B. There shall be ample room in or near such sampling manhole or monitoring facility to allow accurate sampling and preparation of samples for analysis. The monitoring facilities that the Customer is required to install shall be maintained at all times in a safe and proper operating condition at the expense of the Customer.
- C. Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the Company's requirements and all Applicable local construction standards and specifications. Construction shall be completed within 180 days following written notification by the Company.
- D. Monitoring facilities shall be supervised by the Customer to ensure that all procedures, sampling requirements, and maintenance are done in accordance with all guidelines of the Federal, State, or Local Pretreatment program requirements. When the proper procedures, sampling requirements, or maintenance are not maintained, the Company has the right to make decisions or enforce changes to bring the Customer into compliance.

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11.11 Inspection and Sampling

The Company shall have the right to inspect the facilities of any Customer to ascertain whether the purpose of this Tariff is being met and all requirements are being complied with. Customers, persons, or occupants of premises that are connected to the wastewater system, where wastewater is created or discharged shall allow the Company or its representative(s) ready access at all reasonable times to all parts of the premises necessary for the purpose of inspecting, sampling, records examination (including the right to inspect and copy records) or in the performance of any of their duties. The right of access for inspection shall extend to, but not necessarily be limited to, production areas or other premises where wastewater discharges are generated, chemical storage areas, hazardous waste storage areas, any pretreatment facilities, and any sampling and monitoring equipment or facilities. The Company shall have the right to set up, on the Customer's

property, such devices as are necessary to conduct sampling, inspection, compliance monitoring and/or metering operations. Where a Customer has security measures in force which would require proper identification and clearance before entry into their premises, the Customer shall make necessary arrangements with their security guards such that upon presentation of suitable identification, personnel from the Company, designated representatives of the Company, and/or other approval authority will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

12. Line Extensions for Bona Fide Service Applicants

12.1 Line Extension Definitions

A. Annual Line Extension Costs

The sum of the Company's additional annual Operating and Maintenance Costs, Debt Costs and Depreciation Charges associated with the construction, operation and maintenance of the Line Extension.

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B. Annual Revenue

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.

C. Bona Fide Service Applicant

Any business applying for wastewater service to an existing or proposed structure within the Company's certificated service territory for which a valid occupancy or building permit has been issued. An applicant shall not be deemed a Bona Fide Service Applicant if:

1. the applicant is requesting wastewater service to a building lot or subdivision;
2. the request for service is part of a plan for the development of a residential dwelling or subdivision; or
3. the applicant is requesting Special Utility Service.

D. 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 Company.

E. Depreciation Charges

The Company's additional annual depreciation charges associated with the specific Line Extension investment to be made based on the current depreciation accrual rates for the Company.

F. Line Extension

An addition to the Company's main line which is necessary to serve the premises of a Customer.

G. Operating and Maintenance Costs

The Company's average annual operating and maintenance costs associated with serving an additional Customer, including customer accounting, billing, collections, power purchased, chemicals, and other variable costs based on the current total Company level of such costs, as well as costs particular to the specific needs of that Customer.

H. Special Utility Service

Business service which exceeds that required for ordinary purposes. By way of illustration and not limitation, special utility service shall include: the installation of facilities such as oversized mains and booster pumps as necessary to provide adequate capacity, or service to large wastewater discharge commercial and industrial facilities.

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12.2 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:

A. Requests by Bona Fide Service Applicant:

Upon request by a Bona Fide Service Applicant, the Company shall construct Line Extensions within its franchised territory consistent with the following:

1. 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.
2. If the Annual Revenue from the Line Extension will not equal or exceed the Company's Annual Line Extension Costs, a Bona Fide Service Applicant may be required to provide a Customer advance to the Company's cost of construction for the Line Extension. The Company'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 Company's investment for the Line Extension from the total construction costs.

3. The Company's investment for the Line Extension shall be based on the following formula, where X equals the Company's investment attributed to each Bona Fide Service Applicant:

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

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

1. When a Customer advance is required of a service applicant and an additional Customer or Customers attach Service Lines to the Line Extension within ten years, the Company shall refund a portion of the advance to the Customer. Deposits made for additional facilities other than the Line Extension are contributions in aid of construction and need not be refunded.
2. 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 ratemaking purposes. The per Customer refund amount shall equal the Company's investment attributed to each Bona Fide Service Applicant as calculated in the formula contained in this tariff.
3. The Company 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.
4. An otherwise Bona Fide Service Applicant requesting service which includes a Special Utility Service component is entitled to Bona Fide Service Applicant status, including the corresponding Company

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contribution toward the costs to the line extension which do not meet the Special Utility Service criteria.

C. Requirement for Extension Deposit Agreement

Where extension of facilities is not fully funded by the Company pursuant to this Rule 12, the execution by the applicant of an Extension Deposit Agreement for Customer contribution or advance shall be a condition of extending the facilities. Upon notice that the Company is prepared and able to go forward with the work, the applicant will deposit with the Company the amount specified in the Extension Deposit Agreement.

D. 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 extensions will be eight (8) inches in diameter.

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E. 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 wastewater service is requested. A Company service connection will be provided only for Service Lines that extend at right angles from the curb line in a straight line to the premises to be served.

F. 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 applicant. 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.

13. Line Extensions for Non Bona Fide Service Applicants

13.1 Definitions

A Non Bona Fide Service Applicant is a business applying for wastewater service that does not satisfy the definition of a Bona Fide Service Applicant in Rule 12. Without limiting the generality of the foregoing, an applicant for Special Utility Service is a Non Bona Fide Service Applicant.

13.2 Requests by a Non Bona Fide Service Applicant

Whenever a Non Bona Fide Service Applicant requests the Company to extend service to property in the Company's service territory, service will be extended, as provided in this Rule 13. Line extensions will be fully funded by the Non Bona Fide Service Applicant, except as provided in this Rule 13.

13.3 Size of Line

The Company will 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 requires the installation of a pipe larger than necessary to render extension of adequate service to the applicant, the Non Bona Fide Service Applicant will only be responsible for 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. The minimum pipe size for main extensions will be eight (8) inches in diameter.

13.4 Length of Extension

The Company will have the sole discretion to determine the necessary length of an extension.

13.5 Construction of the Line Extension

The Non Bona Fide Service Applicant will have the option of constructing the line extension or paying all costs for the Company to construct the line extension. If the Non Bona Fide Service Applicant chooses to construct the line extension, the Company will provide the Customer with specifications for the line extension. Designs and plans for the line extension must be submitted to, and approved by, the Company prior to the commencement of construction. Company personnel may inspect the construction, and must approve the line extension before the Bona Fide Service Applicant turns the line extension over to the Company. Following approval, the Company will own and maintain the line extension.

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13.6 Requirement for Extension Agreement

- A. An Extension Agreement will be required for any line extension by a Non Bona Fide Service Applicant.
- B. Where the applicant constructs the project, but the line extension is not fully funded by the applicant, the Extension Agreement will estimate the amount of the Company's contribution. The Extension Agreement also will require the Company to pay the estimated amount of its contribution to the Customer, subject to a reconciliation of the actual amount of the Company's contribution, compared to the estimated amount of the Company's contribution.
- C. Where the Company constructs the line extension, a Customer contribution or advance will be a condition of extending the facilities. Upon notice that the Company is prepared and able to go forward with the work, the applicant will deposit with the Company the amount specified in the Extension Agreement. All estimated or actual cost figures referred to in the Extension Agreement will include a reasonable allowance for overhead costs and taxes as appropriate. At the conclusion of the line extension project, there shall be a reconciliation of the actual costs incurred compared to the amount of extension deposit that has been paid by the applicant. 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 will refund the difference.

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14. Liability of Company

14.1 Regularity of Service

The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in service, but cannot and does not guarantee that such will not occur. The Company may at any time interrupt service in case of accident, or for the purpose of making connections, alterations, repairs, changes or for other reasons. The Company will, so far as circumstances permit, notify Customers to be affected by any interruptions in service. The Company reserves the right to restrict the use of wastewater service whenever the public welfare may require it.

14.2 Liability of Company

A. Limitation of Damages

The Company's liability to a Customer for any loss or damage from any excess or deficiency in the wastewater collection service due to any cause other than willful misconduct or negligence by the Company, its employees or agents shall be limited to an amount no more than the customer charge or minimum bill for the period in question.

B. Responsibility for Customer Facilities

The Company shall in no event be liable for any loss or damage caused by reasons of any break, leak or defect in the Service Line, a Customer-owned meter, or any Customer-owned fixtures, not caused by any negligent act of omission or commission of the Company.

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C. Limitation of Liability

The Company shall not be liable in any action where the loss or damage involves an act of God or does not involve a duty of the Company, including, but not limited to, breaks or leaks on facilities that are not owned by the Company. Further, the Company shall not be liable in any action where the loss or damage does not involve a breach of a duty of the Company, including, but not limited to, where the Company does not receive actual notice, whether written or oral, that a Company facility is in need of repair.

Greater Hazleton Community Area
New Development Organization
T/A CAN DO, Inc. Wastewater Division

Supp. No. 3 to
Tariff Wastewater – PA PUC No. 4

GREATER HAZLETON COMMUNITY AREA NEW DEVELOPMENT ORGANIZATION,
INC.

RATES, RULES AND REGULATIONS
GOVERNING THE COLLECTION, CONVEYANCE AND TREATMENT OF
WASTEWATER

IN
HUMBOLDT INDUSTRIAL PARK
IN
HAZLE TOWNSHIP
LUZERNE COUNTY, PENNSYLVANIA
IN
EAST UNION TOWNSHIP
IN SCHUYLKILL COUNTY, PENNSYLVANIA
AND IN
CAN DO CORPORATE CENTER
IN
BUTLER TOWNSHIP
LUZERNE COUNTY, PENNSYLVANIA

By: Joseph Lettiere, President and Chief Executive Officer
CAN DO, Inc.
Hazleton, PA 18201

NOTICE

This tariff makes changes in rules and regulations to implement a small business payment
arrangement program.
See Page 2.

LIST OF CHANGES MADE BY THIS TARIFF

This tariff makes changes in rules and regulations to implement a small business payment arrangement program in accordance with the settlement approved by the Pennsylvania Public Utility Commission's Order entered July 11, 2024 at Docket Nos. R-2023-3040151, R-2023-3040153, *et al.*

List of Changes (Cont'd)
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to an amount no more than the customer charge or minimum bill for the period in question.

B. Responsibility for Customer Facilities

The Company shall in no event be liable for any loss or damage caused by reasons of any break, leak or defect in the Service Line, a Customer-owned meter, or any Customer-owned fixtures, not caused by any negligent act of omission or commission of the Company.

C. Limitation of Liability

The Company shall not be liable in any action where the loss or damage involves an act of God or does not involve a duty of the Company, including, but not limited to, breaks or leaks on facilities that are not owned by the Company. Further, the Company shall not be liable in any action where the loss or damage does not involve a breach of a duty of the Company, including, but not limited to, where the Company does not receive actual notice, whether written or oral, that a Company facility is in need of repair.

15. Small Business Payment Arrangement Program

15.1 Definitions

Small Business Customer means a person, sole proprietorship, corporation, association or other business entity which employs fewer than 250 employees that is a Customer of the Company. If the Customer has more than one location (including locations not served by the Company), all employees of the Customer shall be counted for purposes of determining whether the Customer is a Small Business Customer.

Force Majeure Event means an act of God; fire; explosion; action of local, state or federal government; unusual shortage of materials; strike or other labor unavailability; riot or war. A pandemic shall not be a Force Majeure Event.

15.2 Eligibility

A. A Small Business Customer shall be eligible for a one-time payment arrangement plan, either a six-month payment arrangement plan or a twelve-month payment arrangement plan.

- 1.** A Small Business Customer shall be eligible for a six-month payment arrangement plan if it is unable to pay the amount due to the Company for at least two consecutive months.

2. A Small Business Customer shall be eligible for a twelve-month payment arrangement plan if it is unable to pay the amount due to the Company for at least two consecutive months because of a Force Majeure Event.
- B. The Company reserves the right to institute civil proceedings against the Small Business Customer or otherwise collect amounts due to the Company from the Small Business Customer.
- C. The Company reserves the right to include a claim for uncollectible amounts in a rate case.

15.3 Six-Month Payment Arrangement Plans

- A. The Small Business Customer shall contact the Company to enter into a payment arrangement. Upon confirmation that the Small Business Customer is eligible for a six-month payment arrangement plan, the Company will send the Small Business Customer a letter confirming its acceptance into a six-month payment arrangement plan and describing the terms and conditions of the six-month payment arrangement plan.
- B. During the term of the six-month payment arrangement plan, the Small Business Customer will pay the amount due for service each month. In addition, each month, the Small Business Customer will pay 1/6th of the amount in arrears at the time of acceptance into the payment plan. The late payment fee described in Section 4.2 shall be waived for Small Business Customers who timely pay amounts due to the Company during the term of the six-month payment arrangement plan.
- C. The Company may terminate a six-month payment arrangement plan if the Small Business Customer does not timely pay all amounts due to the Company during the term of the six-month payment arrangement plan.

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15.4 Twelve-Month Payment Arrangement Plans

- A. The Small Business Customer shall contact the Company to enter into a payment arrangement. Upon confirmation that the Small Business Customer is eligible for a twelve-month payment arrangement plan, the Company will send the Small Business Customer a letter confirming its acceptance into a twelve-month payment arrangement plan and describing the terms and conditions of the twelve-month payment arrangement plan.
- B. During the term of the twelve-month payment arrangement plan, the Small Business Customer will pay the amount due for service each month. In addition, each month, the Small Business Customer will pay 1/12th of the amount in arrears at the time of acceptance into the payment plan. The late payment fee described in Section 4.2 shall be waived for Small Business Customers who timely pay amounts

due to the Company during the term of the twelve-month payment arrangement plan.

- C. The Company may terminate a twelve-month payment arrangement plan if the Small Business Customer does not timely pay all amounts due to the Company during the term of the twelve-month payment arrangement plan.

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