

POCONO WATERWORKS COMPANY, INC.
HAMLIN AND PINE GROVE ESTATES WATER DIVISIONS

**Rates, Rules and Regulations
Governing the Distribution of Water in**

**Town of Hamlin, Salem Township, Wayne County
Other Portions of Salem Township, Wayne County
Portions of Lake Township, Wayne County
Portions of Jefferson Township, Lackawanna County
Town of Beach Lake, Damascus Township, Wayne County
Pennsylvania**

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NOTICE
THIS TARIFF INCREASES EXISTING RATES

**This Supplement No. 3 to Tariff Water – PA P.U.C. No. 2 is filed in accordance with the
January 15, 2015 Order entered by the Pennsylvania Public Utility Commission
at Docket No. R-2014-2420204**

Pocono Waterworks Company, Inc.

List of Additions and Changes made by this Tariff Supplement

1. Increases the Company's overall annual revenues by \$48,000, or by 41%.
2. For residential customers not living in the Company's Pine Grove Estates service area, increases metered rates by 30%.
3. Increases metered rates for non-residential customers by 42%.
4. Eliminates a separate rate class for public use customers.
5. Increases unmetered service rates for residential customers from \$19.00 to \$35.00 per month.
6. Eliminates a separate rate class for unmetered commercial customers.
7. For residential customers living in the Company's Pine Grove Estates service area:
(a) changes billing from quarterly to monthly to coincide with other customer billings;
(b) eliminates the quarterly 14,000 gallon minimum water allowance; and (c) increases metered rates by 71%.
8. Increases the reconnection fee from \$10.00 to \$50.00.

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INDEX

Title Page	Supplement No. 3
List of Changes Made by this Tariff Supplement	2 nd Revised Page 2
Index	2 nd Revised Page 4
Schedule of Rates	
Metered Rate Service	2 nd Revised Page 5
Unmetered Rate Service	2 nd Revised Page 6
Pine Grove Estates Division	2 nd Revised Page 6
I. Definitions.....	Original Pages 7-11
II. Application for Service	Original Page 12
III. Line Extensions.....	Original Pages 12-20
IV. Service Lines.....	Original Pages 24-26
V. Meters	Original Pages 26-28
VI. Cross Connections	Original Pages 28-29
VII. Credit and Deposits.....	Original Page 29
VIII. Billing and Payment.....	Original Pages 29-31
IX. Interruption of Service	Original Pages 31-32
X. Discontinuance of Service	Original Pages 32-33
XI. Termination of Service	Original Pages 33-38
.....	2 nd Revised Page 39
XII. Private Fire Service.....	Original Pages 39-40
XIII. Water Conservation Contingency Plan.....	Original Pages 40-42
XIV. Miscellaneous	Original Pages 42-43

Pocono Waterworks Company, Inc.

Metered Service for Residential Customers

<u>Meter Size</u>	<u>Monthly Water Allowance</u>	<u>Monthly Customer Charge</u>	
All Sizes	No Water Allowance	\$20.50	(I)
		<u>Consumption Charge</u>	<u>Price Per 1,000 Gallons</u>
All Volumes		\$7.0000	(I)

Metered Service for Non-Residential Customers

<u>Meter Size</u>	<u>Monthly Water Allowance</u>	<u>Monthly Customer Charge</u>	(C)
½” and ¾”	No Water Allowance	\$50.00	(I)
1”	No Water Allowance	\$60.00	
2”	No Water Allowance	\$183.50	
		<u>Consumption Charge</u>	<u>Price Per 1,000 Gallons</u>
All Volumes		\$7.0000	(I)

Pocono Waterworks Company, Inc.

Unmetered Service for Residential Customers

<u>Meter Size</u>	<u>Monthly Customer Charge</u>	
All Sizes	\$35.00	(I)
		(C)

Pine Grove Estates Division

Metered Service for Residential Customers

<u>Meter Size</u>	<u>Monthly Water Allowance</u>	<u>Monthly Customer Charge</u>	
All Sizes	No Water Allowance	\$14.00	(I)
			(C)
			(C)
<u>Consumption Charge</u>		<u>Price Per 1,000 Gallons</u>	
All Volumes		\$2.3093	(I)

RULES AND REGULATIONS

I. DEFINITIONS:

- A. Amortization Agreement
A mutually satisfactory written agreement whereby a ratepayer who admits liability for billed service is permitted to amortize or pay the unpaid balance of the account in one or more payments over a reasonable period of time.
- B. Annual Line Extension Cost
The sum of a Company's additional annual operating and maintenance costs, debt costs and depreciation charges associated with the construction, operation and maintenance of the line extension.
- C. Annual Revenue: (For Line Extension Purposes)
The Company's expected additional annual revenue from the line extension based on the Company's currently effective tariff rates and on the average annual usage of customers similar in nature and size to the bona fide service applicant.
- D. Applicant
Any person seeking to contract for utility service, other than a transfer of service from a residence or dwelling within the Company's service area, or to reinstitute service more than 60 days following a termination or of service.
- E. Billing Month
A period of not less than 26 and not more than 35 days.
- F. Billing Period
A billing period may be monthly or quarterly as provided in the Company's tariff. All ratepayers shall receive bills monthly and shall be notified of their rights thereto.
- G. Bona Fide Service Applicant: (For Line Extension Purposes)
A person or entity applying for water service to an existing or proposed structure with the utility's certificated service territory for which a valid occupancy or building permit has been issued if the structure is either a primary residence of the applicant or a place of business. An applicant shall not be deemed a bona fide service if:

Pocono Waterworks Company, Inc.

1. Applicant is requesting water service to a building lot, subdivision or a secondary residence
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.

H. Company Service Line

The water line from the distribution facilities of the Company which connects to the customer service line at the hypothetical or actual line or the actual property line, including the control valve and valve box. The control valve and valve box determine the terminal point for the Company's responsibility for the street service connection.

I. Customer

A person contracts or entity who is an owner or occupant and who with the Company for water service.

J. Customer Service Line

The water line extending from the curb, property line or utility connection to a point of consumption.

K. 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 that utility or that of a comparable jurisdictional water utility.

L. Delinquent Account

Charges for utility service which have not been paid in full by the due date stated on the bill or otherwise agreed upon; provided that an account shall not be deemed delinquent if: prior to the due date an amortization or settlement agreement with the Company has been entered into by the ratepayer; a timely filed notice of dispute is pending before the Company; or an informal or formal complaint is timely filed with, and is pending before the Commission.

M. Depreciation Charges

The utility's additional annual depreciation charges associated with the specific line extension investment to be made based on the current depreciation accrual rates for that Company or that of a comparable jurisdictional water company.

Pocono Waterworks Company, Inc.

- N. Emergency
An unforeseen combination of circumstances requiring temporary discontinuance of service in order to effect repairs or maintenance, or to eliminate an imminent threat to life, health, safety or property.
- O. Line Extension: (For Line Extension Purposes)
An addition to the Company's main line which is necessary to serve the premises of a customer.
- P. Notice or Termination Notice
A written statement which in conspicuous print, clearly and fully includes the following information when applicable:
1. The reason for the proposed termination.
 2. An itemized statement of all amounts currently due, including any required deposit.
 3. A statement that a specific reconnection fee will be required to have service restored after it has been terminated if such a reconnection fee is a part of the Company's tariff on file with the Commission.
 4. The date on or after which service will be terminated unless: payment in full is received, the grounds for termination are otherwise eliminated, a settlement or amortization agreement is entered or a dispute is filed with the company or the Commission.
 5. A statement that the ratepayer should immediately contact the Company to attempt to resolve the matter, including the address and telephone number where questions may be filed and amortization and settlement agreements entered into with the Company.
- Q. Occupant
Any person who resides in the premises to which utility service is provided.
- R. Operating and Maintenance Costs: (For Line Extension Purposes)
The utility's average annual operating and maintenance costs associated with serving an additional customer, including customer accounting, billing, collections, water purchased, power purchased, chemicals, and other variable costs based on the current total Company level of such costs, as well as costs particular to the specific needs of that customer, such as line flushing.

Pocono Waterworks Company, Inc.

- S. Person
An individual, partnership, corporation, association, including any lessee, assignee, trustee, receiver, executor, administrator, and other successors in interest.
- T. Physician
An individual licensed under the laws of this Commonwealth to engage in the practice of medicine and surgery in all of its branches within the scope of the Medical Practice Act of 1974 (63 P.S. SS 421.1-421.18) relating to medicine and surgery, as amended, or in the practice of osteopathy or osteopathic surgery within the scope of the Osteopathic Medical Practice Act (63 P.S. SS 271.1-271.18) as amended.
- U. Premises or Affected Premises
Unless otherwise indicated, the residence of the occupant.
- V. Public Utility
Persons or corporations owning or operating equipment or facilities in this Commonwealth for diverting, developing, pumping, impounding, distributing or furnishing water to or for the public for compensation.
- W. Ratepayer
Any person in whose name a residential service account is listed, and who is primarily responsible for payment of bills rendered for such service. For the purposes of establishing credit, this term includes a transfer of service from a residence or dwelling within the service area of the utility or a reinstatement of service at the same location within 60 days following termination or discontinuance of service.
- X. Remote Reading Device
A device which by electrical impulse or otherwise transmits readings from a meter, usually located within a residence, in a more accessible location outside of a residence.
- Y. Residential Service
Utility service supplied to a dwelling, including service provided to a commercial establishment if concurrent service is provided to a residential premises attached thereto.

Z. Settlement Agreements

A mutually satisfactory settlement of any claim or dispute reduced to writing and signed by the parties or their representatives. The settlement agreement offered by a Company shall state, immediately preceding the space provided for the ratepayer's name, and in boldface print at least two point sizes larger than any other used thereon:

"If you are not satisfied with this agreement, do not sign it. You may file an informal complaint before the Public Utility Commission without making yourself subject to retaliation by the Utility. If you do sign this agreement, you may give up your right to a hearing before the Commission on any matter involved in this dispute except, the Company's failure to follow the terms of this agreement."

AA. Short-term Supply Shortage

An Emergency which causes the total water supply of a Company to be inadequate to meet maximum demand.

BB. Special Utility Service

Residential or business service which exceeds that required for ordinary residential purposes. See additional clarification in the main extension portion of this tariff.

CC. Termination of Service

Cessation of service, whether temporary or permanent, without the consent of the ratepayer.

DD. Unauthorized Use of Utility Service

Unreasonable interference or diversion of service, including meter tampering (any act which affects the proper registration of service through a meter), by-passing (un-metered service that flows through a device connected between a service line and customer-owned facilities), and unauthorized service restoral.

II. APPLICATION FOR SERVICE

- A. The Application and these rules and regulations constitute the contract between the customer and the Company; and each customer, by the taking of water, agrees to be bound thereby. The use of water by a customer shall be in accordance with the class, scope and type of use, and for the purpose stated in his application and service contract.
- B. No agent or employee of the Company shall have the right or authority to bind it by a promise, agreement, or representation contrary to these rules and regulations.
- C. Service connection will be made, and water will be furnished upon written application by the prospective customer (or his properly authorized agent), on a form prepared by the Company for this purpose, and after approval of such application by the Company. The application for service shall state clearly the class, scope and type of use to be made of the service, as well as the purpose of which it will be used. Service shall only be furnished after a meter has been properly installed by the Company.
- D. Before an application for service shall be accepted by the Company, the Company shall determine that a water main does exist in the public street area or on a private right-of-way along or through the property to be served, and that said water main must extend across the total frontage of the deeded property. In instances where the necessary main does not exist, the Company will extend existing distribution mains for any prospective Customer making application for water service therefrom for a period of one (1) year or more under these Rules and Regulations. Such extensions will be made at the Customer(s) subject to the provisions of II.A, below.

III. 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

Each Company shall file with the Commission, as part of its tariff, a rule setting forth the conditions under which facilities will be extended to supply service to an applicant within its service area. Upon request by a bona fide service applicant, a utility shall construct line extensions within its franchised territory consistent with the following directives:

Pocono Waterworks Company, Inc.

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 utility's cost of construction for the line extension. The utility's investment for the line extension shall be the portion of the total construction costs which generate annual line extension costs equal to annual revenue from the line extension. The customer advance amount shall be determined by subtracting the utility's investment for the line extension from the total construction costs.
 3. The Company's investment for the line extension shall be based on the following formula, where X equals the utility's investment attributed to each bona fide applicant:

$$X = (AR - OM) \text{ divided by } (I + D); \text{ and,}$$

AR = the Company's annual revenue

OM = the Company's operating and maintenance costs

I = the Company's current debt ratio multiplied by the Company's weighted long-term debt cost rate

D = the Company's current depreciation accrual rate
- 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 utility shall refund a portion of the advance to the customer. Deposits made for additional facilities other than the line extension, such as booster pumps, storage tanks and the like, are contributions in aid of construction and will not be refunded. Deposits for line extensions for purposes which exceed ordinary residential purposes are also non-refundable contributions in aid of construction.

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 utility's investment attributed to each bona fide applicant as calculated in the formula contained in this tariff.
3. A utility shall require a customer to pay, in advance, a reasonable charge for service lines and equipment installed on private property for the exclusive use of the customer.
4. Special Utility Service shall mean residential or business service which exceeds that required for ordinary residential purposes. Section II.A. parts (a) through (c) of this tariff does not apply to special utility service. By way of illustration and not limitation, special utility service shall include: the installation of facilities such as oversized mains, booster pumps and storage tanks as necessary to provide adequate flows or to meet specific pressure criteria, or service to large water consuming commercial and industrial facilities. An otherwise bona fide applicant requesting service which includes a "special utility service" component is entitled to Bona Fide applicant status, including the corresponding Company contribution toward the costs to the line extension which do not meet the special utility service criteria.

C. Requirement for Extension Deposit Agreement

Where extension of facilities is not fully funded by the Company pursuant to Rule 1 of this Section, the execution by the applicant of an Extension Deposit Agreement for customer contribution or advance shall be a condition 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.

Pocono Waterworks Company, Inc.

D. Size of Line

The Company shall have the exclusive right to determine the type and size 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 are appropriate. The minimum pipe size for main extension will be six (6) inches pursuant to Commission regulation at 52 Pa. Code 65.17 (b).

E. Extension Deposit Agreement for Special Utility Service

Following is a sample extension deposit agreement for Special Utility Service. A deposit made for special utility service is a non-refundable contribution in aid of construction.

Pocono Waterworks Company

SPECIAL UTILITY SERVICE (NON-REFUNDABLE DEPOSIT AGREEMENT)

THIS AGREEMENT entered into this ____ day of _____, 20____, by and between Pocono Waterworks Company hereinafter called the "COMPANY," and _____ hereinafter called the "APPLICANT."

WHEREAS, the APPLICANT desires Special Utility Service, as defined in Section _____ of the Company's tariff and as hereinafter described;

NOW, THEREFORE, this agreement WITNESSETH:

FIRST: THE COMPANY contracts and agrees to construct the facilities needed to furnish Special Utility Service shown in red on the diagram hereto attached and made a part hereof and described and located as follow:

(LEAVE SPACE FOR DESCRIPTION)

Pocono Waterworks Company, Inc.

SECOND: It is expressly understood and agreed that if the COMPANY shall be delayed or prevented from installing facilities hereinabove described because of its failure to secure construction materials, or for any other causes beyond its control, such failure or delay in performance shall be excused; provided, however, if such failure or delay in performance shall extend for a period of more than one (1) year from the date thereof, the APPLICANT shall have the right to cancel and terminate this agreement on thirty (30) days' written notice to the COMPANY, and thereafter both parties shall be relieved of all duties and obligations arising hereunder. But this right to cancel and terminate by the APPLICANT shall not be invoked if the COMPANY has received the construction material and the APPLICANT has made the deposit as hereinafter required, in which event the COMPANY shall have the obligation to prosecute the work diligently to its completion.

THIRD: The APPLICANT hereby agrees to pay to the COMPANY, upon notice from the COMPANY that it is prepared and able to go forward with the work provided in Paragraph First hereof, an amount in cash equal to the Estimated Cost. The Estimated Cost shall be the estimated cost including material, labor and overheads of the facilities hereinabove described for providing Special Utility Service. Upon such written notice, a Preliminary Memorandum in the form attached shall be prepared and signed by both parties showing the payment required in accordance with foregoing provisions. Upon completion of the installation of the facilities, a Final Memorandum in the form attached shall be prepared and signed by both parties showing the payment required based on the same calculation as set forth above but by using the actual installation cost of the facilities, for the Estimated Cost. If the payment shown to be due on the Final Memorandum differs from that shown on the Preliminary Memorandum, the APPLICANT shall pay any additional amount shown to be due or the COMPANY will refund to the APPLICANT, without interest, any excess amount shown to have been paid, it being the intent of this agreement that the payment required shall be based on actual installation cost. If the actual installation cost exceeds the payment required as shown on the Preliminary Memorandum, the additional amount of required payment must be made by the APPLICANT to the COMPANY before service to the APPLICANT commences.

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

FIFTH: Payment of the extension deposit under this agreement is a non-refundable contribution in aid of construction. Payment of this amount is non-refundable regardless of whether additional customers are served from the facilities for which the deposit has been made.

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

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

Pocono Waterworks Company, Inc.

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

(Address of Company)

and to the Applicant at

(Address of APPLICANT)

NINTH: This agreement is entered into pursuant to the legally established Rules and Regulations of the COMPANY, and the words, phrases, and terms thereof are to be understood and interpreted in conformity with said Rules and Regulations, which are hereby incorporated herein by reference.

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

POCONO WATERWORKS COMPANY

WITNESS:

BY: _____

Title: _____

WITNESS:

APPLICANT:

Pocono Waterworks Company, Inc.

G. Cost True-up

At the conclusion of the line extension project there shall be a reconciliation of the actual costs incurred to the amount of extension deposit that has been paid by the customer. If the actual cost exceeds the deposit, the applicant shall be responsible for payment to the Company of the difference. If the deposit exceeds the actual cost, the Company shall refund the difference.

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IV. SERVICE LINES:

- A. The COMPANY will make all connections to its mains, furnish, install and maintain all service lines from the main to and including the curb stop and box, which will be placed in the right-of-way or easement at the customer's property line, all of which service line will be the property of the COMPANY and under its control . Provided, that if the owner of a piece of ground adjacent to the COMPANY'S distribution main desires a service line installed to the curb in advance of street improvement and where there is no present demand for a supply of water, such owner shall pay the cost of installing the service line, which cost shall be refunded if and when an application is made and approved for a supply of water through the service line.
- B. Each Customer shall have a separate service line which has a separate company-owned control valve at or near the Customer's property line.
- C. The COMPANY reserves the right to determine the size and kind of the COMPANY service line. If a Customer wishes a connection of a larger size COMPANY service line than is considered necessary, he shall pay the, difference in cost between the larger size line and the size deemed necessary by the COMPANY. The COMPANY will prescribe the size and weight per foot of pipe, kind and quality of all materials laid between the curb stop and the property which is to be furnished and installed by the owner of the property. All service lines from the curb to the property must be laid in a straight line at least four feet below the surface of the ground, or two feet in case of insulated sealed outside pipe at two times the diameter of the water line.
- D. No service line shall be laid in the same trench or with less than four feet horizontal separation and 18 inches vertical separation from any gas pipe, sewer pipe, buried electric or telephone wires, or any other facility of a public service company or authority, and no line shall be laid within four feet horizontally of any open excavation vault, embankment or ditch.
- E. When an individual desires the installation of a Company's service line in order to secure a water supply for a trailer or trailers, and in the judgment of the COMPANY, the taking of water through said service line is temporary in nature, the COMPANY will install a service line, provided the Customer pays the cost of installing the service line, which cost shall be refunded when the Customer has paid net bills for water service through said service line totaling the amount deposited.

Pocono Waterworks Company, Inc.

- F. Temporary service for short-term use. The COMPANY will require the ratepayer to pay all costs in advance for making the service connection and removing the service equipment after the service has been discontinued, or to pay a fixed amount in advance to cover such expense. However, if such equipment is removed within four years, the ratepayer shall be credited with the reasonable salvage which the COMPANY will receive on discontinuance of service.
- G. Where the customer is temporary he shall make application for service and advance an amount equal to an estimated gross bill for any single billing period plus one month. The customer shall pay for water at the COMPANY's metered rates and upon discontinuance of service, the COMPANY shall refund the deposit, less any gross water charges unpaid.
- H. The COMPANY reserves the right to refuse temporary service between October 15 and April 15 to prevent freezing of water lines and meters.
- I. Bills for water service for building purposes are payable and due after service is rendered and upon presentation.
- J. Where renewal of a service line from the street main to the curb is found to be necessary, the COMPANY will renew said service in the same location as the old one at COMPANY expense. If the property owner or Customer, for his own convenience, desires the new service line at some other location and agrees to pay all expenses of such relocation in excess of the cost of laying the service line in the same location as the old service line, together with the cost of cutting off and disconnecting the old service line, the COMPANY will lay the new service line at the location desired.
- K. When a customer chooses to renew his service line from the curb box to his meter setting and his old service and meter setting does not comply with these Rules and Regulations, the new service and meter setting shall be installed in compliance with these Rules and Regulations at customer expense.
- L. The COMPANY reserves the right to defer the installation of service connections during winter months until such time as, in the judgment of the COMPANY, weather conditions are suitable for expeditious and economical installation.

Pocono Waterworks Company, Inc.

- M. All connections, service lines and fixtures furnished by the Customer shall be maintained by him in good order, and all valves, meters and appliances furnished and owned by the COMPANY and on the property of the Customer shall be protected properly and cared for by said Customer. All leaks in the service or any other pipe or fixture in or upon the premises supplied must be repaired immediately by the owner or occupant of the premises. On failure to make such repairs, with reasonable dispatch, the COMPANY may turn off the water and it will not be again turned on until repairs are completed. Residential customers will be notified in accordance with 52 Pa. Code S 56.71.
- N. The COMPANY shall in no event be responsible for maintaining any portion of the service line owned by the Customer; or for damage done by water escaping there from; or from lines or fixtures on Customer's property; and Customer shall at all times comply with municipal, state and company regulations with reference thereto, and make changes therein, required on account of change of grade, relocation of mains or otherwise.
- O. Where two or more customers are now supplied through a single service line, any violation of the rules of the COMPANY, with reference to either or any of said customers, shall be deemed a violation as to all, and unless said violation is corrected after reasonable notice, the COMPANY may take such action as can be taken for a single customer, except that such action will not be taken until an innocent customer, who has not violated the COMPANY'S rules, has been given a reasonable opportunity to attach his pipe to a separately controlled service connection
- V. METERS: (Effective January 1, 1994)
- A. All water service, except water for fire fighting purposes, will be rendered only through meters.
- B. All meters shall be furnished, installed and remain the property of the COMPANY. The COMPANY reserves the right to establish the size of meter required by each customer. Any tampering with the meter or meter seals is cause for discontinuance of service, in accordance with Paragraph 43.

- C. The meter and remote meter reading device will be installed after the customer has had the plumbing arranged to receive the meter at a convenient point approved by the company so as to control the entire supply, and a proper place and protection for the meter shall be provided by the applicant. In cases where it is not practical to place the meter within a building, a brick or concrete pit, with a suitable iron cover, or other approved meter box, shall be built inside the property line by the customer. The size and dimensions of the pit or box shall be as approved by the COMPANY give adequate access to the meter and permit its installation or removal.
- D. Meters and remote meter reading devices will be maintained by the COMPANY so far as ordinary wear and tear are concerned; but damage due to freezing, hot water, or external causes due to the negligence of the customer, shall be paid by the customer. Any meter that is damaged will be replaced by the COMPANY and the customer shall be billed for the cost of a new meter.
- E. The Customer shall immediately notify the COMPANY of injury to or the non-working of the meter, as soon as it comes to the customer's knowledge.
- F. The quantity recorded by the meter shall be conclusive for both the Customer and the COMPANY, except when the meter has been found to be registering inaccurately or has ceased to register. In such cases, the quantity may be determined by reference to 52 Pa. Code S65.9.
- G. In case of a disputed account involving the accuracy of a meter, such meter will be tested upon the request of the Customer to conformity with the provisions of the Rules and Regulations pertaining to Water Utilities of the Pennsylvania Public Utility Commission. In the event that the meter so tested is found to have an error in registration of more than four percent the bills will be increased or decreased accordingly as provided by the aforesaid Rules.

- H. When meters are removed after installation, at request of a customer for testing, the following rules of the public Utility Commission will apply; "Each utility shall, upon a written request of a consumer, and if he so desires, in his presence or that of his authorized representative, make a test of the accuracy of his meter. When a consumer desires, either personally or through a representative, to witness the testing of a meter, he may require the meter to be sealed in his presence before removal, which seal shall not be broken until the test is made in his presence. If the meter so tested shall be found to be accurate within the limits herein specified, a fee determined from the schedule indicated below shall be paid to the utility by the consumer requiring such test, but if not so found, then the cost thereof shall be borne by the utility furnishing the service. When making such request, the consumer shall agree to the basis of payment herein specified.

"A report of such test shall be made to the consumer and a complete record of such test shall be kept as specified in Rule 6. The amount of the fee shall be \$20.00 for each water service meter having an outlet not exceeding 1 inch. For other water service meters having an outlet not exceeding 2 inches the test fee shall be \$40.00 per meter."

VI. CROSS CONNECTIONS

- A. No direct connection of pumping equipment for any purpose or cross connection with any other piping system will be allowed unless approved in writing by the COMPANY.
- B. COMPANY reserves the right to require any customer, owner or tenant to install at their expense as part of a service connection such equipment or material which it deems necessary and as may be acceptable or required from time to time by any regulatory agency or good engineering practices to prevent backflow into the water supply system and minimize or eliminate possible contamination of its water supply system. When such equipment or material is present, COMPANY reserves the right to test same periodically but the customer, owner or tenant shall have the obligation at their expense to provide annual certification to the COMPANY that same has been maintained and tested and is in operating condition to serve the purpose for which it was intended.

Pocono Waterworks Company, Inc.

- C. Two ball valves shall be installed by the customer at the customer's expense at the meter setting. One ball valve shall be placed directly in front of the meter and the other ball valve shall be placed after the meter and back flow preventer. On new residential services, a dual expense check valve will be installed at the customer directly after the meter. A safety valve shall be inserted at some convenient point in the house piping to relieve excess pressure due to heating water.
- D. For meters 2" or larger, the customer shall provide suitable piping and valves to by-pass the meter in order to provide uninterrupted service during testing and/or changing of the meter. All by-passes shall be valved, a wired, and sealed to prevent unauthorized and un-metered water use.

VII. CREDIT AND DEPOSITS

- A. The Company will follow the procedures detailed at 52 Pa. Code S 56.31 - 56.65 regarding credit and deposit standards.

VIII. BILLING AND PAYMENT

- A. The COMPANY shall render a bill once every billing period in every residential ratepayer in accordance with approved rate schedules.
- B. The due date for payment of a bill shall be no less than 20 days from the date of transmittal, that is, the date of mailing or physical delivery by the utility to the ratepayer. The United States Government, the Commonwealth of Pennsylvania, local municipalities or any department or institution thereof, shall have 30 days from the date of transmittal for payment.
 - 1. Extension of due date to next business day. If the last day for payment should fall on a Saturday, Sunday, bank holiday, or any other day when the office of the utility which regularly receive payments are not open to the general public, the due date shall be extended to the next business day.
 - 2. Rate of Payment by Mail. For a remittance by mail, payment shall be deemed to have been made on the date of the postmark.
 - 3. Multiple notifications. When a utility advises a ratepayer by multiple notices or contacts, which contain different due dates, the date on or before which payment is due shall be lattermost date contained in any of the notices.

- C. Except as provided in sections 37 or 38, the COMPANY shall render bills based on actual meter readings by COMPANY personnel.
1. This Section shall not apply to ratepayers billed on a seasonal basis in accordance with terms included in the tariff of the COMPANY.
 2. Where the COMPANY bills on a monthly basis, it may estimate usage of service every other billing month, as long as the COMPANY provides each ratepayer with the opportunity to read the meter and report the quantity of usage in lieu of such estimated bill. The resulting bills shall be based on such information provided; except for an account where it is apparent that the information is clearly erroneous.
 - a. Upon the request of the ratepayer, the COMPANY shall, at least annually, provide pre-addressed postcards on which the ratepayer may note the reading. The COMPANY shall provide additional pre-addressed postcards on request.
 - b. The Company may establish due dates by which such postcards must be received in order for the bill to be based upon the ratepayer's or occupant's meter reading. If a ratepayer's reading is not received by that due date, the COMPANY may estimate the quantity of usage.
 3. **Limitation of Liability.** If a water company has estimated bills and if the ratepayer or occupant during the period has consumed an amount of water in excess of his normal seasonal usage because of a verified leak that could not reasonably have been detected or other unknown non beneficial loss of water, the ratepayer shall not be liable for more than 150% of the average amount of water consumed for the corresponding period during the previous year. This provision shall not apply if the utility was unable to gain access and has complied with subsection (5) below.
 4. The Company may estimate the bill of any ratepayer if extreme weather conditions, emergencies, equipment failure, work stoppages or other circumstances prevent actual meter reading.
 5. The Company may estimate the bill of any ratepayer if Company personnel are unable to gain access to obtain an actual meter reading, so long as:

- a. The COMPANY has undertaken reasonable alternative measures to obtain a meter reading including, but not limited to the provision of pre-addressed postcards upon which the ratepayer may note the reading or telephone reporting of the reading, and
 - b. The COMPANY, at least once every 12 months, obtains an actual meter reading to verify the accuracy of the readings, either estimated or ratepayer read.
6. Notice. The utility shall inform new ratepayers, and annually shall inform existing ratepayers, of their rights under this section.
 7. Charges for other than basic service, such as meter testing fees and other special charges, shall be billed separately.
- D. Failure to receive a bill will not exempt the customer from the terms of payment, and shall not constitute a waiver of these Rules.

IX. INTERRUPTION OF SERVICE

- A. The COMPANY may temporarily interrupt service where necessary to effect repairs or maintenance, to eliminate an imminent threat to life, health, safety, or substantial property damage, or for reasons of local, state or national emergency.
1. Interruption with prior notice. Where the COMPANY knows in advance of the circumstances requiring the service interruption, prior notice of the cause and expected duration of the interruption shall be given to ratepayers and occupants who may be affected.
 2. Interruption without prior notice. Where service must be interrupted due to unforeseen circumstances, notice of the cause and expected duration of the interruption shall be given as soon as possible, to ratepayers and occupants who may be affected.
 3. Notification procedures. Where ratepayers and occupants are to be notified pursuant to this section, the COMPANY shall take all reasonable steps, such as personal contact, phone contact, and use of the mass media, to notify affected ratepayers and occupants of the cause and expected duration of the interruption.

4. Permissible duration. Service may be interrupted for only such periods of time as are necessary to protect the health and safety of the public, to protect property, or to remedy the situation which necessitated the interruption; and service shall be resumed as soon as possible thereafter.
5. The COMPANY shall not, be liable for any damage or inconvenience suffered by the customer, or for any claim for interruption in service, lessening of supply, inadequate pressure, poor quality of water, or any other cause. The COMPANY may restrict or regulate, the quantity of water used by customers in case of scarcity or whenever the public welfare may require it.

X. DISCONTINUANCE OF SERVICE

- A. The COMPANY may discontinue service without prior written notice under the following circumstances:
 1. Ratepayer's residence. When a ratepayer requests a discontinuance at his residence, when the ratepayer and members of his household are the only occupants.
 2. Other premises or dwellings:
 - a. When a ratepayer requests discontinuance: At a dwelling other than his residence; or at a single meter multi-family residence, whether or not his residence, but in either case, only under the following conditions:
 - i. The ratepayer states in writing that the premises are unoccupied and such statement shall be on a form conspicuously bearing notice that information provided by the ratepayer will be relied upon by the Pennsylvania Public Utility Commission in administering a system of uniform service standards for public utilities, and that any false statements are punishable criminally; or
 - ii. The occupants(s) affected by the proposed cessation inform the COMPANY orally or in writing of their consent to the discontinuation.

- iii When premises will be unoccupied temporarily, the customer shall notify the COMPANY in writing, and the water will be turned off, and all charges will cease from the date when water service is turned off. When the property is again occupied, the customer shall notify the COMPANY in writing, and the water will be turned on. No refund or allowance will be made for unoccupied property when written notice has not been given as above provided.
- b. Where the conditions set forth in sub-section 1 of this paragraph have not been met, the ratepayer will continue to be responsible for payment of utility bills until the COMPANY terminates service.

XI. TERMINATION OF SERVICE

- A. Utility service to any dwelling may be terminated for one or more of the following reasons:
 - 1. Nonpayment of an undisputed delinquent account.
 - 2. Failure to post a deposit, provide a guarantee, or establish credit.
 - 3. Unreasonable refusal to permit access to meters, service connections and other property of the utility, for the purpose of maintenance, repair or meter reading.
 - 4. Unauthorized interference with, or diversion or use of, the utility service delivered on or about the affected dwelling.
 - 5. Failure to comply with the material terms of a settlement or amortization agreement.
 - 6. Tampering with meters or other utility equipment.
 - 7. Violating any tariff provisions on file with the Commission, so as to endanger the safety of any person or the integrity of the water delivery system of the COMPANY.

Pocono Waterworks Company, Inc.

- B. Except in emergencies, which shall include unauthorized use of utility service -- service shall not be terminated, for nonpayment of charges or for any other reason, during the following periods:
1. On Friday, Saturday, or Sunday.
 2. On a bank holiday or on the day preceding a bank holiday.
 3. On a holiday observed by the COMPANY or on the day preceding such holiday. A holiday observed by the COMPANY shall mean any day on which the business office of the COMPANY is closed to observe a legal holiday, to attend COMPANY meetings or functions, or for any other reason.
 4. On a holiday observed by the Commission or on the day preceding such holiday.
- C. Unless expressly and specifically authorized by the Commission, service shall not be terminated nor will a termination notice be sent, for any of the following reasons:
1. Non-payment for concurrent service of the same class received at a separate metering point.
 2. Non-payment for a different class of service received at the same or a different location. Service may be terminated, however, when, under
 3. Nonpayment, in whole or part; for meter testing fees or other special charges that are not essential to delivery of metering or service.
 4. Nonpayment of bills for delinquent accounts of the prior ratepayer at the same address.

5. Nonpayment of, or failure to restore a deposit applied to, a delinquent account which is based all or in part on a "Make-up" bill for previously unbilled utility service, resulting from: utility billing error, meter failure, leakage that could not reasonably have been detected or loss of service not caused by the ratepayer or occupant; or two or more consecutively estimated bills, if the "Make-up" bill exceeds the otherwise normal, estimated bill by 50%. This section shall not prohibit termination where the COMPANY reviews the bill with the ratepayer and offers to enter an amortization agreement which may, at the ratepayer's option, extend: at least as long as the period during which the excess amount accrued; or at least as long as necessary so that the quantity of service billed in any one billing period will not be greater than the normal estimated quantity for such period plus 50%.
6. Noncompliance with an amortization agreement prior to the due date of the bill which forms the basis of the agreement.
7. Nonpayment of charges for utility service furnished more than four years prior to the date the bill is rendered.
8. Nonpayment for residential service already furnished in the name or names of persons other than the ratepayer, unless a court, district justice or administrative agency has determined that the ratepayer is legally obligated to pay for the service previously furnished. This section shall not affect a Company's creditor rights and remedies otherwise permitted by law.
9. Nonpayment of charges calculated on the basis of estimated billings, unless the estimated bill was required because COMPANY personnel were unable to gain access to the affected premises to obtain an actual meter reading on two occasions and have made a reasonable effort to schedule meter reading at a time convenient to the ratepayer or occupant. Or a subsequent actual reading has been obtained at a verification of the estimate prior to the initiation of termination proceedings.
10. Nonpayment of delinquent accounts: which accrued over two billing periods or more; which remain unpaid in whole or in part for six months or less; and which amount to a total delinquency of less than \$25.

D. Notice Procedures Prior to Termination

1. Prior to a termination of service, the COMPANY shall mail or deliver written notice to the ratepayer at least 10 days prior to the date of the proposed termination.
2. A utility shall not mail or deliver a notice of termination, if a notice of dispute has been filed and is unresolved, and if the subject matter of the dispute forms the grounds for the proposed termination. Any notice mailed or delivered in contravention of this section shall be void.
3. Except when authorized by section X, paragraph A, or section XI, paragraph A, the COMPANY shall not interrupt, discontinue or terminate service without personally contacting the ratepayer or a responsible adult occupant at least three days prior to such interruption, discontinuance or termination, in addition to providing such other notice as specified by the COMPANY'S properly filed tariff or as required by 52 Pa. Code S 56.1, et seq., or other Commission directive. For purposes of this section, personal contact shall mean:
 - a. Contacting the ratepayer or responsible adult occupant in person or by telephone; or
 - b. Contacting another person whom the ratepayer has designated to receive a copy of any notice of termination, other than a member or employee of the Commission; or
 - c. If the ratepayer has not made the designation noted in paragraph (b) contacting a community interest group or other entity, including a local police department, which previously shall have agreed to receive a copy of the notice of termination and to attempt to contact the ratepayer; or
 - d. If the ratepayer has not made the designation noted in paragraph (b) and there is no community interest group or other entity which previously has agreed to receive a copy of the notice of termination, contacting the Commission in writing.

4. Immediately preceding the termination of service, a Company employee, who may be the Company employee designated to perform the termination, shall attempt to make personal contact with a responsible person at the ratepayer's residence and shall attempt to make personal contact with a responsible person at the affected premises.
 - a. Termination Prohibited. If evidence is presented which indicates that payment has been made or a serious illness or medical condition exists, or a dispute or complaint is properly pending; or, if the employee is authorized to receive payment and payment in full is tendered in any reasonable manner, termination shall not occur. However, if the disputing party does not pay all undisputed portions of the bill, termination may occur.
 - b. Methods of Payment. Payment in any reasonable manner includes payment by personal check, unless the ratepayer within the past year has entered a check which has been returned for insufficient funds or for which payment has been stopped.
 5. If no prior contact has been made with a responsible adult either at the ratepayer's residence or at the affected premises, the employee shall not terminate service but shall conspicuously post a termination notice at the ratepayer's residence and the affected premises advising that service will be disconnected not less than 48 hours from the time and date of posting.
 6. When service is actually terminated, notice of a written statement which contains the address and telephone number of the COMPANY where the ratepayer or occupant may arrange to have service restored as well as a "medical emergency notice" form shall be conspicuously posted, or delivered to a responsible person at the ratepayer's residence and at the affected premises.
- E. Procedures upon Ratepayer or Occupant Contact Prior to Termination
1. If at any time after the issuance of the initial termination notice and prior to the actual termination of service a ratepayer or occupant contacts the COMPANY concerning a proposed termination, an authorized COMPANY employee shall fully explain:

- a. The reasons for the proposed termination;
 - b. All available methods for avoiding a termination, including:
 - i. Tendering payment in full or otherwise eliminating the grounds for termination; and
 - ii. Entering a settlement or amortization agreement;
 - c. The ratepayer's right to file a dispute with the utility, and, thereafter, an informal complaint with the Commission;
 - d. The procedures for resolving disputes and informal complaints, including the address and telephone number of the Utility and of the Commission; Public Utility Commission, Box 3265, Harrisburg, Pennsylvania 17120, telephone number 800-692-7380;
 - e. The ratepayer's duty to pay any portion of a bill which he does not honestly dispute; and
 - f. The medical emergency procedures.
2. The Utility, through its employees, shall exercise good faith and fair judgment in attempting to enter a reasonable settlement or amortization agreement, or otherwise equitably to resolve the matter. Factors to be taken into account when attempting to enter into a reasonable settlement or amortization agreement shall include, but not be limited to, the size of the unpaid balance, the ratepayer's ability to pay, the ratepayer's payment history and the length of time over which the bill accumulated.
 3. The COMPANY shall not threaten to terminate service when it has no present intent to terminate service or when actual termination is prohibited under 52 Pa. Code; notice of the intent to terminate shall be used only as a warning that service will in fact be terminated in accordance with the procedures set forth by 52 Pa. Code unless the ratepayer or occupant remedies the situation which gave rise to the Company's enforcement efforts.

Pocono Waterworks Company, Inc.

4. The Company shall not terminated or refuse to restore, service to any premises when any occupant therein is certified by a physician to be seriously ill or affected with a medical condition which will be aggravated by a cessation of service or failure to restore service. Procedures set forth in 52 Pa. Code §56.111-56.118 will be followed. Whenever service is restored or termination postponed pursuant to the medical emergency procedures, the ratepayer shall retain a duty to equitably arrange to make payment on all bills.
5. The COMPANY will comply with the provisions of 52 Pa. Code §§56.121-56.126 prior to termination of service at a residential dwelling where service is in the name of the landlord.
6. When service to a dwelling-has been terminated, the COMPANY shall reconnect service by the end of the first full working day after receiving:
 - a. Full payment of any outstanding charges plus a reasonable reconnection fee of \$50.00 or that which may be subject to an amortization agreement; or (I)
 - b. Payment of all amounts currently due according to a settlement or amortization agreement, plus a reasonable reconnection fee which may be a part of the settlement or amortization agreement; or
 - c. Adequate assurances that any unauthorized use or practice will cease, plus full payment of the COMPANY'S reasonable reconnection fee which may be subject to an amortization agreement, and
 - d. Compliance or adequate assurance of compliance with any applicable provision for the establishment of credit, posting of deposits
 - e. In cases where it becomes necessary to remove and reinstall a meter, the charge will be \$25.00.

XIII. PRIVATE FIRE SERVICE

- A. For automatic sprinklers, other automatic fire service devices, or fire hydrants, a service line will be required, to be used exclusively for fire service.

- B. No connection or cross connection shall be made between Customer's private fire service facilities and any point of opening communicating with COMPANY'S facilities other than the COMPANY'S private fire service line, or to any other independent source of water supply.
- C. It is agreed by the parties receiving public fire service, private fire service, or any other service, that the COMPANY does not assume any liability as insurer of property or person and that the COMPANY does not guarantee any special service, pressure, capacity or facility other than is permitted by the ordinary and changing operating conditions of the COMPANY, as the same exists from day to day. It is agreed, by the parties receiving service, that the COMPANY shall be free and exempt from any and all claims for injury supply water pressure or capacity.

XIII. WATER CONSERVATION CONTINGENCY PLAN

- A. If the COMPANY experiences a short-term water supply shortage or other emergency condition, the COMPANY may request general conservation of water uses and may impose mandatory conservation measures deemed necessary to reduce or eliminate nonessential uses of water. Water emergency conservation measures will continue in effect until terminated by the COMPANY. The-Manager, or in his absence the Operations Manager, is authorized to declare a "water emergency" and to impose water use restrictions.
 - 1. Voluntary cooperation by the customers will initially be requested by the COMPANY.
 - 2. Customers shall be notified of the implementation of the Water Conservation Contingency Plan, at least one day prior to its effective date, by either mailing notices to all customers, or by providing an announcement through the public media (radio and/or Television, or providing an advertisement in a newspaper circulated locally).
 - 3. If voluntary cooperation does not achieve satisfactory results, mandatory compliance will be imposed. If any customer refuses to comply with such mandatory measures, the COMPANY may either adjust the outside water valve connection in a manner which will restrict water flow by up to ½, or may otherwise restrict flow such as by the insertion of a plug device.

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

4. These conservation measures shall be terminated at such time as the supply shortage is eliminated.
 5. Complete service termination may be imposed by an Administrative Law Judge or other presiding officer of the Pennsylvania Utility Commission after an expedited hearing has been held to provide an affected customer, who has been aggrieved by the mandatory curtailment, with an opportunity to be heard, if the customer has filed a complaint with the Commission.
- B. In addition to the provisions as set forth above, the Pennsylvania Emergency Management Council is authorized to promulgate, adopt and enforce a Water Rationing Plan.

By virtue of the Emergency Management Services Code, 35 Pa, C.S. S 1701 et seq. as implemented by the Drought Emergency Proclamation dated November 6, 1980.

- C. In the event of a drought emergency, as declared by a Basin Commission and by a proclamation or executive order issued by the Governor, the Pocono Waterworks Company, Inc. is authorized to collect fines set forth in its Local Water Rationing Plan as filed with and approved by the Pennsylvania Emergency Management Agency.
- D. In the event of a short-term water supply shortage or any other emergency condition affecting the adequacy of the supply of water to the domestic users of the COMPANY'S water system or the fire fighting capacity of the system, either actual or imminent, the COMPANY shall require any or all users to curtail or discontinue the use of water for nonessential purposes, and such curtailment or discontinuance shall remain in effect for the duration of such emergency.

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

1. The use of hoses, sprinklers, or other means for sprinkling or watering of shrubbery, trees, lawns, grass, plant vines, gardens, vegetables, flowers, or any other vegetation.
 2. The use of water for watering golf courses.
 3. The use of water for washing automobiles, trucks, trailers, trailer houses, or any other type of mobile equipment.
 4. The washing of streets, driveways, parking lots, service station aprons, office buildings, exteriors of homes, sidewalks, apartments, or other outdoor surfaces.
 5. The operation of any ornamental fountain or other structures making a similar use of water.
 6. The use of water for filling swimming or wading pools.
 7. The operation of any water-cooled comfort air conditioning which does not have water-conserving equipment.
 8. The use of water to flush a sewer line or sewer manhole.
 9. The use of water for commercial farms and nurseries other than a bare minimum to preserve plants, crops and livestock.
- E. The following priorities and procedures shall be established in the event water conservation measures are necessary.

XIV. MISCELLANEOUS

- A. Only the COMPANY, through its proper employees, has the authority to tap any of the COMPANY's mains or to turn on the water at any corporation stop or curb stop.
- B. The Company reserves the right to inspect the plumbing on any premises, and if it shall be found not in conformity with the rules of the COMPANY to refuse to turn on the water until after the objectionable or improper work is corrected.

- C. Requests for the temporary shut-off or turn-on of service during normal business hours for routine maintenance or service will be honored without charge to the customer. However, such requests for service during other than normal business hours will carry a charge for the COMPANY'S costs.
- D. Each customer shall have a separate service line and meter to measure the amount of water consumed.
- E. The authorized agents of the COMPANY shall have the right of access, at all reasonable hours, to the premises supplied with water for the purpose of reading meters, examining pipes and fixtures, observing manner of using necessary in the conduct of the COMPANY'S business. Such agents shall carry proper credentials evidencing their employment by the COMPANY.
- F. Any notice of dispute, including termination disputes, shall proceed in the first instance, according to the provision set forth in 52 PA. Code S56.141-56.181.
- G. For violation of its Rules, the COMPANY reserves the right to shut off the water after notice and cancel the contract. For turning on the water again a charge will be made as specified in Rule No. 52.
- H. Rules and rates may be amended, altered and changed by the COMPANY at any time in the manner provided by law.