

R963769

Supplement No. 19 to  
Sewage-Pa. P.U.C. No. 1

CECIL WASTEWATER TREATMENT COMPANY  
CECIL, WASHINGTON COUNTY, PENNSYLVANIA

RATES, RULES AND REGULATIONS  
GOVERNING THE FURNISHING OF SEWAGE FACILITIES

IN

CECIL TOWNSHIP  
WASHINGTON COUNTY, PENNSYLVANIA

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OCT 31 1996

FIXED UTILITY SERVICES

OFFICIALLY FILED TARIFF

ISSUED: October 31, 1996

EFFECTIVE: JUNE 12, 1996  
(Filed in Compliance with  
Secretarial Letter issued  
on September 9, 1996 at  
Docket No. I-00960065)

By: Edward E. Monaco  
President  
P.O. Box 253  
Cecil, PA 15321-0253

**R963769**

Cecil Wastewater Treatment  
Company, Inc.  
P.O. Box 253  
Cecil, PA 15321-0253

Supplement No. 19 to  
Sewage-Pa. P.U.C. 1  
10th Revised Page No. 2  
Canceling 9th Revised Page No. 2

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LIST OF CHANGES MADE BY THIS TARIFF

This Supplement eliminates all references for recovery of income tax amount on the tax gross-up factors in the calculation of Contributions In Aid of Construction made by customers as required by the Pennsylvania Public Utility Commission Secretarial Letter issued on September 9, 1996 at Docket No. I-00960065.

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By: Edward E. Monaco  
President

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FIXED UTILITY SERVICES

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Sewage - Pa. P.U.C. No. 1

CECIL WASTEWATER TREATMENT COMPANY

CANONSBURG, WASHINGTON COUNTY, PENNSYLVANIA

RATES, RULES AND REGULATIONS

GOVERNING THE FURNISHING OF SEWAGE FACILITIES

IN

CECIL TOWNSHIP

WASHINGTON COUNTY, PENNSYLVANIA

ISSUED: November 3, 1975

EFFECTIVE: November 4, 1975

By: Elidio Monaco  
President  
R. D. #2  
Canonsburg, PA 15317

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CECIL WASTEWATER TREATMENT COMPANY Sewage - Pa. P.U.C. No. 1  
Original Page No. 2

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by  
*Revised Page No.*  
EFFECTIVE JUN 8 1982

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**R963769**

Cecil Wastewater Treatment  
Company, Inc.  
P.O. Box 253  
Cecil, PA 15321-0253

Supplement No. 18 to  
Sewage-Pa. P.U.C. 1  
11th Revised Page No. 3  
Canceling 10th Revised Page No. 3

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President

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Cecil Wastewater Treatment  
Company, Inc.  
P.O. Box 253  
Cecil, PA 15321-0253

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9th Revised Page No. 4  
Canceling 8th Revised Page No. 4

SCHEDULE OF FLAT RATES (I)

- 1. This Schedule Shall Apply to All Residential Customers.  
The Rate Shall be \$34.79 a Month.

RECEIVED TARRANT

(I) Indicates Increase

Issued: January 31, 1996

Effective: February 1, 1996

By: Edward E. Monaco  
President

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### RULES AND REGULATIONS

These Rules and Regulations are a part of the contract with every Customer who utilizes the sewage facilities and every such Customer, by utilizing the facilities, agrees to be bound thereby.

#### 1. APPLICATION FOR SERVICE LINE AND SERVICE

Any property owner desiring the introduction of a service line from the Company's main to his or her premises must first make written application on a form furnished by the Company. The application must be signed by the property owner or his duly authorized attorney.

Any person, whether owner or tenant of the premises occupied, desiring sewage facilities, must first make written application on a form furnished by the Company, which must be approved by the Company before facilities are utilized. The party making the application will be considered the Customer under this contract and will be responsible for all sewage bills and proper observance of the Rules and Regulations.

No owner or tenant of any premises connected with the sewer lines of this Company will be allowed to permit another person or premises to use or connect with his service line, not stipulated by his or her application or otherwise, except upon written permit from the Company.

Any violation of the Rules and Regulations of the Company shall render the contract between the Customer and the Company void, and service will be discontinued, remaining so until such time as the Company is satisfied that the Customer will observe the Rules and Regulations. Service will not be reconnected until the actual costs of the discontinuing and reconnection are paid in full.

#### 2. DEFINITION OF CUSTOMER

"Customer" as used herein shall be the party contracting for service to a property as hereinafter classified, i.e.,

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COMPANY

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- (a) A building under one roof and occupied by one family or business, or
- (b) A combination of buildings in one common enclosure, occupied by one family or business, or
- (c) The one side of a double house occupied by one family or business having a solid vertical partition wall, or
- (d) One side or part of a house occupied by one family or business, even though the closed and/or other fixtures be used in common, or
- (e) Each apartment in a building having more than one apartment, or
- (f) Each apartment, office or business in a building having a number of apartments and/or offices and/or businesses,

### 3. SERVICE CONNECTIONS

No sewer connection, or disconnection, shall be made except under the supervision, control and approval of the Company's authorized representative.

Connections will be permitted to wye's which were placed in position when sewer was constructed, or by sewer cuts, or into manholes already provided, at the discretion of the Company's authorized representative.

Upon the approval of the application for a connection to the sewer system, the Company will furnish the length of pipe next to the Y, sewer cut, or manhole, in street lines and first length of branches over private properties, all of which shall be and remain the property of the Company.

Service laterals shall be six (6") inch diameter as minimum size.

Service lines from premises to the curbs shall be laid by Applicant at his expense on hard bottom, or in concrete if in rock or soft bottom. Sewer pipes shall be best quality standard hard burned salt glazed vitreous china pipe, with the centers of pipe in one and the same straight line, true to grade, with joints well caulked with caulk and then the cement mortar in proportion, one part cement to one part sand. After all pipe is laid and before any ditch

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is closed, the work must be inspected and approved by the Company's representative. Any accessible trap and vent shall be constructed on each service line, within the confines of the premises served.

Vent stack shall be of iron with joints thoroughly calked with lead and shall project at least three (3") inches above the grade of the surrounding ground at all times, with Philadelphia, or equal, approved vent box. Vents originally otherwise constructed, shall be made to conform to the foregoing, as or whenever alterations, or repairs, are made to the service, or when service is being reconnected after disconnection for any cause. The owner shall be responsible for any and all injury or damage in consequence hereof and/or resulting herefrom.

No work shall be covered or concealed in any way until inspected and approved by the representative of the Company.

Before any pipe is laid in a dry trench, the trench shall be evenly graded, the minimum grade being one-quarter (1/4") inch fall to the running foot. After the pipe is laid, loose earth shall be carefully tamped about the pipe and, to a depth of six (6") inches above top of pipe when coarser materials may be back-filled.

Every terra cotta joint, after being made, shall be scraped on inside before the next pipe is placed, to insure a perfect flow line.

Where ground has been filled in, or in wet places, medium weight iron soil pipe shall be used with lead joints properly calked.

No old drains shall be used unless passed upon and accepted by a representative of the Company.

All main drains shall not be less than six (6") inches in diameter, unless otherwise approved by a representative of the Company and of first class vitrified pipe for dry

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**SUSPENDED**

TO: JUN 2 1982

AT: R 811738

SUSPENSION VACATED

EFFECTIVE JUN 8 1982

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Sewage - Pa. P.U.C. No. 1  
First Revised Page No. 8  
Cancelling Original Page  
No. 8

VOL POSTPONE TO JUN 7 1982

trenches and cast iron soil pipe for wet trenches, or for trenches which have been refilled to support pipe.

No roof, storm, surface or ground water of any nature shall be allowed to enter the sewer system. No connection will be allowed with any cesspool, privy vault, cistern or other depository. No steam pipe or pipes will be permitted to be connected with Company sewer.

Any existing vent pipe from a trap which permits surface water to enter the sewer system shall be repaired so that the top of the said vent pipe is at least six (6") inches above the top of the adjacent ground level.

No repairs, alterations, or additions to any drain or sewer connection with the Company's sewer 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.

Connections with sewers where same are run through private property shall in all respects be governed by these Rules and Regulations.

4. BILLS DUE AND PAYABLE.

All bills will be rendered monthly and are due and payable on the first day of the month for the services rendered during the previous month. If bills are not paid within the first 20 days from date same are due, a 1 1/4% per month late charge will be added. If bills are not paid within 20 days after the same are due, 10 days' notice will be given, after which if the bill is not paid, the service will be disconnected from the premises of the delinquent Customer in accordance with P.U.C. guidelines. Such Customer's service will not again be reconnected nor will he be allowed to reconnect, except upon payment of all arrearages, plus the costs of discontinuing and reconnecting. After service is once disconnected for non-payment of bills, this Customer will be required to make a deposit as stipulated in these Rules.

In the case of bills for service to the Commonwealth of Pennsylvania or any Department or Institution thereof, the (C) Indicates Change

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Secretary's Bureau  
Mail Division

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CECIL WASTEWATER TREATMENT COMPANY

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Sewage - Pa. P.U.C. No. 1  
Second Revised Page No. 9  
Cancelling First Page  
No. 9

late payment charges applicable to all schedules is extended so as to provide a 30 day period during which payment can be made at net rates.

If bills are paid by mail, the date of the postmark will be considered the date of payment.

5. DEPOSITS

The Company reserves the right to require a deposit equal to the estimated gross bill for any single billing period plus one month, with a minimum of \$5.00, to secure payments for sewage service rendered and damages to Company property, where the credit of the Customer has not been established to the satisfaction of the Company. Upon this deposit the Company will pay the rate of interest as prescribed by the PUC from time to time. Upon deposits held for more than a year, the utility will pay to the Customer, at the end of each calendar year, the interest accrued thereon.

The Company will refund paid deposit on notice to discontinue service and after payment in full has been made for all service rendered; or when the Customer shall have paid undisputed bills for service over a period of 12 consecutive months, beginning at any time subsequent to June 1, 1946; and any Customer having secured the return of a deposit shall not be required to make a new deposit unless the service has been discontinued and the Customer's credit standing impaired through failure to comply with tariff provisions.

Any bill regarding which the Customer within 30 days has not served written protest to the Company shall be considered an undisputed bill.

The payment of any undisputed bill shall be payment of the bill with or without delayed payment charge, within days following the period for which the bill was rendered.

**SUSPENDED**

TO: APR 2 1985  
AT: R 842679

SUSPENSION VACATED  
EFFECTIVE SEP 29 1984

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JUL 2 1984

**BUREAU OF RATES**  
Tariff Division

(C) Indicates Change

**ISSUED:** July 2, 1984

**EFFECTIVE:** September 2, 1984

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CECIL WASTEWATER TREATMENT  
COMPANY

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or payment within 30 days following presentation of the bill, or the payment of any contested bill, payment of which is withheld beyond the period herein mentioned and the dispute is terminated substantially in favor of the Customer and payment made by the Customer within 10 days thereafter.

6. LEAKS, STOPPAGES AND/OR DEFECTIVE PLUMBING

The Company shall not be liable for any damage or expense resulting from leaks, stoppages, or defective plumbing or from any other cause occurring to any premises or within any house or building; and it is expressly stipulated by and between the Company and the Customer that no claims shall be made against the said Company on account of the breaking, stoppage or any damage or expense to any service lines on said property, when the cause thereof is found to be in that part of the service line lying on said property.

7. PENALTIES FOR UNLAWFUL USE

It will be necessary to have a permit from the Company before making any connection to any main, service line, or pipe controlled by the Company.

8. THE COMPANY CAN CONTROL SERVICE

The Company shall not be liable for a deficiency or failure of service when occasioned by an emergency or to make repairs or connections or failure from any cause beyond control. The Company reserves the right to restrict service whenever the public welfare may require it.

9. VACATING PREMISES

When the premises are vacated, the Customer must give notice at the office of the Company and he will be responsible for the sewage rent until such notice is given

A new application must be made on any change of Customers on a property as heretofore described, and the Company shall be at liberty to discontinue the service until such new application has been made and approved.

Customers desiring an abatement from sewage bills shall report same in writing or call in person at the office of

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the Company. All vacancies shall date from the day reported at the office of the Company. When vacancy is properly reported, an allowance will be made for the period of vacancy, but not for less than one month.

10. INDUSTRIAL AND COMMERCIAL SERVICE

If any industrial and/or commercial Customers discharge such an industrial or commercial waste so that the Sewage Treatment Plant is unable to satisfactorily treat such waste the Customer will provide, at his own expense, such primary treatment that may be necessary before such waste is discharged into the mains of the Company. The Company will not be liable or bound to increase the operations of its Sewage Treatment Plant to accommodate such industrial or commercial waste.

11. PRIVILEGE TO INVESTIGATE

The Company shall have the right by its employees to have access at all reasonable times to all parts of any premises connected with the system for the purpose of examining and inspecting the connections and fixtures, or for disconnecting service for any proper cause.

12. CHANGING RULES OR RATES

The Company reserves the right to change or amend, from time to time, these Rules, Regulations and Rates, in accordance with the law.

13. RULES CANNOT BE VARIED NOR COMPANY BOUND

No officer or employee of the Company can vary these Rules within action of the Board of Directors, and no agent or employee of the Company can bind it by any agreements or representations except when authorized in writing by an executive officer of the Company to do so.

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**EXTENSION OF SERVICE**

Whenever the developer/owner or occupant ("Applicant") of a property within the service territory of the Utility requests the Utility to extend its system to serve such property, the Utility shall agree to extend Applicant's payment of an Advance in an amount as determined below.

The Utility will utilize an agreement defining the required extension, amount of deposit, any non-refundable contributions, and terms for refunding deposits, such agreement being in accord with the Public Utility code, Title 66 Pa. C.S. 1303.

(a) The Utility will extend existing distribution mains a distance of thirty-five (35) feet for each bona fide prospective customer making application for water service therefrom for a period of one year or more under these Rules and Regulations. Such extensions will be made without cost to such customer(s).

(b) With an extension greater than thirty-five (35) feet in length for each bona fide prospective customer is required or requested, such extension will be made under the terms of an "Extension Deposit Agreement." The Utility shall have the exclusive right to determine the type and size of mains to be installed and the other facilities required to render adequate service. However, where the Utility decides to install a pipe larger than necessary to render extension of adequate service to the applicant, all estimated or actual cost figures referred to in the "Extension Deposit Agreement" shall include the material cost 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 Utility. All estimated or actual cost figures referred to in the "Extension Deposit Agreement" shall include a reasonable allowance for overhead costs and taxes. The minimum pipe size for main extensions shall be 6 inches per 52 Pa. Code Chapter 65.17 (b).

(c) In determining the length of and necessity for any extension required, the terminal point of such extension shall, in all cases, be at the points in the curb line which is equidistant from the side property lines of the last lot for which water service is requested. Service connection will be provided only for customer service lines that extend from the curb to the premises to be served which are laid in a straight line at right angles to the curb line.

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BY  
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Public Utility Code

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SUPPLEMENT NO. 19 TO  
SEWAGE - PA P.U.C. NO. 1  
1ST PAGE NO. 12  
CANCELING ORIGINAL PAGE NO. 12

EXTENSION OF SERVICE

Whenever the developer/owner or occupant ("Applicant") of a property within the service territory of the Utility requests the Utility to extend its system to serve such property, the Utility shall agree to extend Applicant's payment of an Advance in an amount as determined below.

The Utility will utilize an agreement defining the required extension, amount of deposit, any non-refundable contributions, and terms for refunding deposits, such agreement being in accord with the Public Utility Code, Title 66 Pa.C.S. 1303.

The Utility will extend existing distribution mains a distance of thirty-five (35) feet for each bona fide prospective customer making application for water service therefrom for a period of one year or more under these Rules and Regulations. Such extensions will be made without cost to such customer(s).

- (b) With an extension greater than thirty-five (35) feet in length for each bona fide prospective customer is required or requested, such extension will be made under the terms of an "Extension Deposit Agreement." The Utility shall have the exclusive right to determine the type and size of mains to be installed and the other facilities required to render adequate service. However, where the Utility decides to install a pipe larger than necessary to render extension of adequate service to the applicant, all estimated or actual cost figures referred to in the "Extension Deposit Agreement" shall include the material cost 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 Utility. All estimated or actual cost figures referred to in the "Extension Deposit Agreement" shall include a reasonable allowance for overhead costs. The minimum pipe size for main extensions shall be 6 inches per 52 Pa. Code Chapter 65.17(b).

- (c) In determining the length of and necessity for any extension required, the terminal point of

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P.O. Box 253  
Cecil, PA 15321-0253

SUPPLEMENT NO. 19 TO  
SEWAGE - PA. P.U.C. NO. 1  
1ST PAGE NO. 13  
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such extension shall, in all cases, be at the points in the curb line which is equidistant from the side property lines of the last lot for which water service is requested. A street service connection will be provided only for customer service lines that extend from the curb to the premises to be served which are laid in a straight line at right angles to the curb line.

(d) For the purposes of this rule:

(1) "Bona fide prospective customer" shall mean any owner or lessee who is or will be the occupant of an existing developed premises having a curb line abutting on that part of a street or public highway in which there is, or is to be, located a distribution main of the Utility, who shall file a signed application for a new street service connection to such premises and for water service to begin immediately following installation of the street service connection.

(2) "Street service connection" shall mean a pipe with appurtenances used to conduct water from a distribution main of the Utility to curb line of the premises.

(e) Contributions or advances considered to be taxable income as defined by the Internal Revenue Service will be accounted for in the terms of the agreement.

The applicant will deposit with the Utility, upon notice that the Utility is prepared and able to go forward with the work, an amount in cash equal to: (1) the Estimated Cost, less (2) the Applicable Credit, where items (1) and (2) are to be determined as follows:

(1) The Estimated Cost of the Applicant's Deposit shall include estimates of the cost of said main(s) and of any other facilities which the Utility shall have decided are required to render adequate service.

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SEWAGE - PA. P.U.C. NO. 1  
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(2) The Applicable Credit shall be a credit equal to the amount produced by multiplying (a) the average Estimated Cost per foot of the extension by (b) thirty-five (35) feet, and by multiplying the product thereof by (c) the number of bona fide prospective customers who will be directly served by said extension.

(f) When an agreement calls for the refunding of deposits, the Utility will refund to the applicant, during the period of ten (10) years from actual date of deposit, a Per-customer Refund Amount for each additional bona fide prospective Customer for 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 that all or any part of the deposit not refunded within said 10-year period shall become property of the Utility. The Per-Customer Refund Amount shall be an amount equal to the average actual completed cost of thirty-five (35) feet of the said extension.

(g) At the conclusion of the project, there shall be a reconciliation of the actual costs incurred to the amount of deposit, the Applicant shall be responsible for payment of the difference to the Utility. If the deposit exceeds the actual cost, the Utility shall refund the difference.

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