



Pittsburgh
Water & Sewer
Authority

March 30, 2018

Via Electronic Filing

Rosemary Chiavetta, Secretary
PA Public Utility Commission
PO Box 3265
Harrisburg, PA 17105-3265

Re: Implementation of Chapter 32 of the Public Utility Code Re Pittsburgh Water and Sewer Authority, Docket Nos. M-2018-2640802 (water); M-2018-2640803 (wastewater)

Dear Secretary Chiavetta:

Consistent with Ordering Paragraph 2 of the Final Implementation Order entered March 15, 2018 at the above referenced docket numbers, please find the Rules and Regulations of the Pittsburgh Water and Sewer Authority ("PWSA") which will constitute the "Official Prior Tariff" for PWSA effective April 1, 2018. This Official Prior Tariff includes revisions to Chapters 2, 3 and 5 that were recently approved by PWSA's Board of Directors to voluntarily comply with various sections of the Commission's Chapter 56 regulations and other Commission processes as referenced in Ordering Paragraph 7. Also included with this filing is a current service territory map for PWSA.

PWSA looks forward to partnering with the Commission, the statutory advocates, and other interested stakeholders to achieve regulatory compliance and is committed to addressing the complex and interrelated issues involved with satisfying the Commission's requirements and transitioning to the Commission's consumer complaint processes.

If you have any questions or need anything further, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'Robert A. Weimar'.

Robert A. Weimar
Interim Executive Director

Enclosure

cc: Cert of Service w/enc.

CERTIFICATE OF SERVICE

I hereby certify that this day I served a copy of Pittsburgh Water & Sewer Authority's Official Prior Tariff upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

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Dated: March 30, 2018

Deanne M. O'Dell, Esq.
For Pittsburgh Water and Sewer Authority

**Pittsburgh Water and Sewer Authority
"Official Prior Tariff" (aka Rules and Regulations)
as of March 30, 2018**

**M-2018-2640802 (water)
M-2018-2640803 (wastewater)**

CHAPTER 1 CONDITIONS OF SERVICE, DEFINITIONS

101.0 Conditions of service

- 101.1 The Authority* will furnish water and sewer service only in accordance with its Rules and Regulations and at its prevailing rates, which rates and Rules and Regulations are made a part of every application, contract, agreement, or license entered into between the Owner or Customer and the Authority.
- 101.2 The Authority reserves the right, as often as it may deem necessary, to amend, supplement, or rescind these Rules and Regulations or any part thereof, including its rates and charges, without notice. All such changes to these Rules and Regulations will be a part of every application, contract, agreement or license for water, sewer, and storm water service in effect at the time such changes are adopted by the Authority.
- 101.3 In the event of a water shortage or other condition threatening public health or safety, the Director may adopt such additional or revised Rules and Regulations as may be necessary to conserve or supply water under the circumstances.

102.0 Definitions

- 102.1 "ALCOSAN" means the Allegheny County Sanitary Sewer Authority, Allegheny County, Pennsylvania.
- 102.2 "Authority" means The Pittsburgh Water and Sewer Authority, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania.
- 102.3 "Backflow" means the flow of water and other liquids, mixtures, and substances into the Authority's Water Mains, or into other lines carrying domestic water, from any sources other than those intended by the Authority.
- 102.4 "Business Customer" means any Person with title to a Business Use Property, his duly authorized agent, or his Guaranteed Lessee who by operation of law or agreement is primarily responsible for the payment of charges for water and/or sewer service at a Business Use Property.
- 102.5 "Business Tenant" means a person who leases a Business Use Property pursuant to a current lease agreement.
- 102.6 "Business Use Property" means any property used for either profit or non-profit purposes that is Commercial Property, Industrial Property, Health And Education Property, or Combined Use Property, all as defined herein.
- 102.7 "Business Use Property Owner" means a person who owns a Business Use Property.
- 102.8 "Capital Lease Agreement" means the agreement bearing that title between the City and the Authority on July 15, 1995, effective July 27, 1995, and includes any amendments thereto.
- 102.9 "City" means the City of Pittsburgh, Pennsylvania.
- 102.10 "City Lien Verification Letter" means a written letter from the City to a Person regarding any liens, claims, or taxes due the City from that Person.

* Words with initial capital letters are defined in section 102.0 of these Rules and Regulations.

- 102.11 "Combination Sewers" or "Combined Sewers" means sewers designed and built to carry sanitary Sewage and/or industrial waste combined with Storm Water.
- 102.12 "Combined Use Property" means property that is used as both Residential Property and Commercial Property.
- 102.13 "Commercial Property" means property acquired or leased for purposes of carrying on a trade, business, profession, vocation, or any commercial, service, financial, or utility business or activity including, but not limited to, hotels, office buildings, gas service stations, laundries, commercial establishments, stores, malls, car washes, and parking lots.
- 102.14 "Corporation Stop" means the valve placed on a Water Service Line at or near the junction with the Water Main.
- 102.15 "Curb Box" means the casting or enclosure that houses or permits access to the Curb Stop.
- 102.16 "Curb Stop" means the valve installed to turn water service on and off to a building or facility.
- 102.17 "Customer" means the Owner or Tenant contracting for or using water or sewer service on a single Premises, and the word "Customers" means all Persons contracting for such service.
- 102.18 "Development" means changes to private and public infrastructure involving a new Sanitary Sewer tap, new Storm Sewer tap, new water service tap, termination of existing taps, or construction by a private entity of new Sewer Mains, Water Mains, or other facilities intended for dedication to public use. The term "Development" may also include the types of buildings to be served by the proposed changes.
- 102.19 "Director" means the Executive Director of the Authority and includes the agents, officers, and employees authorized to act for the Executive Director.
- 102.20 "Dwelling Unit" means an individual housing unit on or in a Residential Property such as a single family home or a single apartment within a multi-unit apartment building.
- 102.21 "Dye Test" means any commonly accepted plumbing test whereby a nontoxic, non-staining dye is introduced into the surface Storm Water collection system of real property to determine if any surface Storm Water is entering the Sanitary Sewer system. The term "Dye Test" shall include any other reasonable and appropriate testing methodologies (excluding the use of smoke testing to detect roof leaders) acceptable to the Authority to determine if surface Storm Water is entering the Sanitary Sewer system.
- 102.22 "Dye Testing Ordinance" means City Ordinance No. 3 of 2006, adopted March 28, 2006, effective July 5, 2006, as codified in Title Four, Public Places and Property, Article III Sewers, Chapter 433, Illegal Storm Water Connections, of the Pittsburgh Code, and includes any amendments thereto.
- 102.23 "Dye Testing Results Form" means the form provided by the Authority to any person who has applied for evidence of compliance for a property served by a Sanitary Sewer, completed by a Registered Plumber.
- 102.24 "Equivalent Dwelling Unit" or "EDU" means a unit of measurement that standardizes all land use types to the level of demand created by 1 single-family dwelling unit. The Authority equates 1 EDU to 300 gallons of water consumption per day.

- 102.25 "Evidence of Compliance Statement" means a written letter or statement from the Authority confirming that it has on file a completed Dye Testing Results Form or other statement by a Registered Plumber certifying that there are no Illegal Surface Storm Water Connections to the Sanitary Sewer system on the property that is the subject of the application or statement.
- 102.26 "Ferrule" means the connecting link between the Water Service Line and the Water Main.
- 102.27 "Ground Water" means water located beneath the ground surface.
- 102.28 "Guaranteed Lessee" means a Business Tenant to whom a Business Use Property Owner has made an assignment of possessory rights by agreement, thereby making the Business Tenant primarily responsible for the payment of water and/or sewer charges.
- 102.29 "Guarantor" means a Business Use Property Owner who guarantees payment of water and/or sewer charges by a Guaranteed Lessee.
- 102.30 "Health or Education Property" means any hospital, clinic, or other human health care facility other than private physician or dentist offices, and any school, college, university, or other educational facility, whether public or private.
- 102.31 "Health Department" means the Allegheny County Health Department, Allegheny County, Pennsylvania.
- 102.32 "Illegal Surface Storm Water Connection" means any connection to the Authority's Sanitary Sewers that allows surface storm water to be discharged into the separate Sanitary Sewer system from sources including, but not limited to, downspout drainage, roof drainage, and areaway drainage.
- 102.33 "Impervious Surface" means a surface that prevents the infiltration of water into the ground, including, but not limited to, any roof, paved parking or driveway areas, and any streets and sidewalks. Surface areas constructed with gravel or crushed stone shall be assumed not to be impervious surfaces.
- 102.34 "Industrial Property" means any property the principal use of which is for manufacturing, processing, or otherwise producing products or goods for sale.
- 102.35 "Meter" means the Authority's water meter, and includes the meter body, the register and any associated hardware. The Meter does not include the vault, crock, or other containing or supporting structure or the cover for such vault or crock.
- 102.36 "Occupant" means a Person to whom an Owner has yielded possession of a Residential Property or Dwelling Unit and who has a reasonable expectation of residing at such Dwelling Unit for six months or more.
- 102.37 "Owner" means the person having an interest as owner, or a Person representing itself to be the owner, whether legal or equitable, sole or partial, in any Premises that are or are about to be supplied with water or provided with sewer service by the Authority; and the word "Owner" means all so interested.
- 102.38 "Party Water Service Line" means a single Water Service Line that connects to the Authority's Water Main and that delivers water from the Water Main to more than one building.

- 102.39 "Person" includes individual natural persons, firms, partnerships, joint ventures, societies, associations, clubs, trusts, corporations, governments, political subdivisions, or organizations of any kind, including officers, agents, employees, or representatives of any of the foregoing, in any capacity, acting either for him- or herself or for any other person, under either personal appointment or pursuant to law.
- 102.40 "Plumbing Code" means the Allegheny County Health Department's Rules and Regulations for Plumbing and Building Drainage, Article XV, as amended, together with the International Building Codes for residential and commercial plumbing that Article XV amends or revises.
- 102.41 "Premises" means a building or unit such as a single family residential unit, an apartment building, a commercial building or an industrial building.
- 102.42 "Registered Plumber" means a plumber registered and certified by the Health Department.
- 102.43 "Remote Reading Device" means the device that is generally affixed to the outside of Premises and remotely collects and reflects Meter data.
- 102.44 "Residential Customer" means any person with title to a Residential Property, his duly authorized agent, or the Tenant or Occupant of a Residential Property, who by operation of law or agreement is primarily responsible for the payment of charges for water and/or sewer service at a Residential Property.
- 102.45 "Residential Property" means any building containing one or more Dwelling Units occupied or intended to be occupied for residential purposes, but not including dormitories, nursing homes, hotels, or motels.
- 102.46 "Residential Rental Property" means any single family home or multi-family building, all or part of which is rented to others for use as a residential dwelling. A property acquired or constructed with the intended use as a Residential Rental Property shall be classified as such. However, a property does not qualify as Residential Rental Property where it is the principal residence of the Owner, it consists totally of residential units, and it consists of fewer than 3 units.
- 102.47 "Residential Tenant" means a Person who leases a Dwelling Unit in a Residential Property pursuant to a current lease agreement.
- 102.48 "Sanitary Sewers" means those portions of the Sewer System in the City of Pittsburgh that were designed and built to carry sanitary sewage and/or industrial waste separately from Storm Water discharge, and portions of the Sewer System designated as Sanitary Sewers by the Authority.
- 102.49 "Sewage" means wastewater that contains the waste products or other discharges from the bodies of human beings or animals and any noxious or deleterious substances harmful or inimical to public health or to animal or aquatic life, or to the use of waters for domestic water supply or for recreation, or which constitutes pollution under the Pennsylvania Clean Streams Law, Act of June 22, 1937, P.L. 1987, as amended.
- 102.50 "Sewer Laterals" are sewer lines that connect to the Authority's Sewer Mains and carry sewage and/or Storm Water from one or more buildings or Premises to the Sewer Mains.
- 102.51 "Sewer Mains" are collection and transmission pipelines and related equipment and facilities, generally located in streets, public ways, or easements, that are used to collect and convey Sewage and/or Storm Water.

- 102.52 "Sewer System" means the entire system of public sewers owned by the City and leased and operated by the Authority pursuant to the Capital Lease Agreement. The Sewer System includes portions that have been designed as Combination Sewers, portions that have been designed as Sanitary Sewers, and portions that have been designed as Storm Sewers.
- 102.53 "Single Family Residential Development" is a residential development equal to a single family residential unit where the total flow is 799 gallons per day or less.
- 102.54 "Single Family Residential Property" is a single family Residential Property where the total flow is 799 gallons per day or less.
- 102.55 "Storm Sewers" means those portions of the public Sewer System in the City of Pittsburgh designed to accept and transport only flows of Storm Water, as distinct from Sewage.
- 102.56 "Storm Water" means drainage or runoff resulting from precipitation or snow or ice melt.
- 102.57 "Temporary Evidence of Compliance Statement" means an Evidence of Compliance Statement issued under those circumstances and conditions detailed in sections 613 or 614 of these Rules and Regulations.
- 102.58 "Tenant" means a Person or entity leasing Premises pursuant to a current lease agreement.
- 102.59 "USTRA" means the Utility Service Tenants Rights Act, 68 Pa. S.A. § 399.1 – 399.18, as amended.
- 102.60 "USTRA-Tenant" means a Residential Tenant, not a Customer, whose Dwelling Unit had water/sewer service at the time of rental, and who would be adversely affected by a shut off of service. An individual is not a USTRA-Tenant if he or she is or has agreed under the rental agreement to be a Customer or if he or she took possession of the Dwelling Unit when it was without water/sewer service. "USTRA" refers to the Utility Service Tenants Rights Act, 68 Pa. S.A. §§ 399.1 – 399.18.
- 102.61 "Vacancy Affidavit" means a notarized statement by the Owner of a property certifying that the property has been vacant and water service has been terminated at the Curb Stop for a period in excess of 90 days.
- 102.62 "Wastewater" means liquid waste discharged into the Sewer System by Dwelling Units or Business Use Properties, including wash water, Sewage, and other contaminants.
- 102.63 "Water Main" means a water distribution pipeline and related equipment and facilities, generally located in streets, public ways, or easements, that is used to deliver water to the general public.
- 102.64 "Water Service Lines" are water lines that connect to the Authority's Water Mains and that deliver water from the Water Mains to one or more buildings, Premises, or facilities.

CHAPTER 2 CUSTOMER RIGHTS AND OBLIGATIONS

201.0 Residential Customers

- 201.1 The Authority will accept Owners, Tenants, and Occupants of Dwelling Units as Authority Customers and will provide water and sewer service in their names to their Dwelling Units under the terms and conditions set forth in these Rules and Regulations.
- 201.2 The Authority may accept applications for water service outside the City where the applicant's property is served by or can be practicably served by an Authority Water Main.

202.0 Application to become a Residential Customer — Owners

- 202.1 Subject to the requirements set forth in sections 202.2 and 206 of these Rules and Regulations, an Owner of a Dwelling Unit will become a Customer as of the date of title transfer established by the record deed or otherwise established by sufficient evidence to show title to the property.
- 202.2 The Authority may require, as a condition of furnishing service to an Owner, the payment of any outstanding residential account that accrued within the prior 4 years for which the applicant is legally responsible and for which the applicant was properly billed.
- .1 The Authority will not require payment by the applicant of an outstanding residential account for which the applicant was not legally responsible, but the Authority may lien the delinquent balance.

203.0 Application to become a Residential Customer -- Tenants and other non-owner Occupants

- 203.1 Prospective Tenants and other Occupants are encouraged to contact the Authority prior to signing a lease to determine whether there is an existing, delinquent account for the Dwelling Unit.
- 203.2 The Authority may require, as a condition to furnishing residential service to a Tenant or Occupant:
- .1 payment by the Owner or its agent of any delinquent balance for the Dwelling Unit for which the Owner was properly billed;
- .2 payment by the applicant of any outstanding residential account that accrued within the prior 4 years for which the applicant is legally responsible and for which the applicant was properly billed.
- 203.3 Except as provided in section 211.0 applicable to USTRA-Tenant rights, a Tenant or Occupant of a Dwelling Unit who wishes to become a Customer of the Authority must submit:
- .1 satisfactory evidence of the Owner's consent to possession of the Dwelling Unit, which may be a current rental agreement, rent book, receipts, cancelled checks, other utility bills in the Tenant's or Occupant's name at that address, or other written evidence of the Owner's consent to occupancy; and
- .2 at least one piece of personal identification. If the personal identification does not bear the applicant's photograph, a second piece of personal identification may be required.

204.0 Qualifications of applicants

204.1 An Owner, Tenant or Occupant of a Residential Property is qualified to become a water and/or sewer Customer unless any one or more of the following circumstances exist.

- .1 The applicant is the agent of a current or previous delinquent Customer at the Dwelling Unit and is attempting on the delinquent Customer's behalf to avoid shut-off or restore service previously shut off without payment of said Customer's past due charges for water and/or sewer service or any other miscellaneous charges related to water and/or sewer service that are due. Such agency will normally be found to exist where the property that would be receiving the service is or will be occupied by the delinquent Customer or where such Customer would otherwise use or benefit from the service.
- .2 The applicant has not paid or arranged to pay for past due charges for water and/or sewer service for which the applicant is legally responsible at this or another service address, including charges for unauthorized usage of Authority water.
- .3 Water service to the Dwelling Unit is legally off and there exist uncorrected violations of the Health Department Plumbing Code at the Residential Property or service to the property would endanger health or safety.
- .4 Service to a Tenant or Occupant cannot be accomplished without major revision of the Authority's distribution facilities or acquisition of additional rights-of-way.
- .5 The Tenant or Occupant is a Customer currently receiving service at another residential service address.

204.2 If the Residential Property is separately metered, a Meter reading must be taken before the applicant will be accepted as a Customer.

204.3 If the Residential Property is set up for individual metering, but no operational Meter is in place, a Meter must be installed before the applicant will be accepted as a Residential Customer.

204.4 If the Residential Property is not separately metered or set up for separate metering, the Residential Property must be set up for separate metering, to the Authority's satisfaction, by a Registered Plumber at the cost of the Residential Property Owner or the Residential Tenant, and a Meter and Remote Reading Device must be installed before the applicant will be accepted as a Residential Customer. Installation charges must be paid before water service will be provided.

205.0 Authority's action on the application

205.1 Upon receipt of the evidence and documents required by sections 202 or 203 of these Rules and Regulations, the Authority shall determine whether the applicant is a qualifying Owner, Occupant, Tenant, or USTRA-Tenant and whether the applicant is eligible to become an Authority Customer.

205.2 If the applicant is rejected as a Customer, the Authority shall so inform the applicant, and shall inform the applicant of any condition that must be met and any charges that must be paid in order to obtain service. A description of the process by which the applicant may dispute the Authority's determination will be provided.

206.0 Security deposits, new and existing Customers

206.1 The Authority may require a deposit or a guarantee of payment as a condition to providing service to an applicant:

Adopted 7/19/2013, amended 7/25/2014, amended 2/20/15, amended 3/23/18.

- .1 when the applicant has an existing, unpaid balance with the Authority;
 - .2 when service to the applicant's residence has been terminated because of unpaid bills;
 - .3 when the applicant has failed to make payments according to a payment schedule; or
 - .4 when the applicant is unable to provide information demonstrating that he or she is a satisfactory credit risk. The Authority may request and consider information including, but not limited to, the name of the applicant's employer, the length of employment, residences during the past five (5) years, credit cards, and any significant source of income other than from employment.
- 206.2 Where security is required as a condition of service, the Authority will accept a written guarantee from a responsible ratepayer or other Person able to establish proof of good credit, securing payment in an amount equal to that required for a cash deposit.
- 206.3 The amount of the deposit shall be equal to an amount 2 times the average estimated monthly bill for the Dwelling Unit, based on the last twelve months of service. The deposit shall be in the form of a cashier's check, money order, debit card payment, or credit card payment.
- 206.4 The Authority may require an existing ratepayer to post a deposit or guarantee of payment to re-establish credit when the Customer has been delinquent in the payment of any two consecutive bills or three or more bills in the preceding 12 months. The Authority will provide written notice to the Customer of its intent to require a deposit or guarantee of payment, should bills continue to be paid after the due date.
- 206.5 The Authority will require a deposit or guarantee of payment as a condition to reconnection of service following a termination.
- 206.6 The Authority will require a deposit or guarantee of payment, whether or not service has been terminated, when a Customer fails to comply with a material term or condition of a settlement or payment agreement.
- 206.7 A deposit will be refunded under the following conditions:
- .1 Upon termination or discontinuance of service, the Authority will apply the deposit, including accrued interest, to any outstanding balance and will refund any remainder to the Customer.
 - .2 When a Customer establishes creditworthiness.
 - .3 When a Customer substitutes a third-party guarantor under section 206.2.
 - .4 After a Customer has made full and timely payment of bills for service for 12 consecutive months.
- 206.8 Under the conditions set forth in sections 206.7.2, 206.7.3 and 206.7.4, the Customer may elect to have a deposit applied to reduce bills for service or to receive a refund.
- 207.0 Turn-on of service**
- 207.1 The Authority will visit the property to turn on service for a new Customer at no charge to the applicant where service can be provided to a single Dwelling Unit by operation of the Curb Stop.

Adopted 7/19/2013, amended 7/25/2014, amended 2/20/15, amended 3/23/18.

207.2 Where service can only be provided by means other than the operation of the Curb Stop, such as construction or restoration of the Water Service Line, such construction or restoration must be made privately at the expense of the applicant or Owner.

207.3 Notwithstanding any other provision of these Rules and Regulations, where service has been shut off by the Authority for any reason under these Rules and Regulations, and the Authority has been notified that the Health Department has determined the Premises to be in dangerous or imminently dangerous condition, service will be provided only upon the prior written consent of the Health Department.

208.0 Termination of Customer relationship

208.1 After acceptance by the Authority of an application, Tenants and Occupants who are Customers will remain responsible for paying all future charges for water/sewer service to their Dwelling Units until such time as there is:

- .1 Notice of Intent to Disconnect Service pursuant to written request being received from the Customer to terminate Customer status and shut off service (for which there is a charge);
- .2 acceptance of a new Customer for the Dwelling Unit by the Authority and the taking of a final Meter reading; or
- .3 discontinuance of service to a vacant Dwelling Unit at the Owner's request.

208.2 The Authority will notify Tenants and Occupants who are Customers of termination of their status as Customers in writing by first class mail. Provided, however, that where a Customer requests the termination of his Customer status, service to his or her vacant Dwelling Unit may be thereafter shut off without prior notice. ,

208.3 Once a municipal lien is filed pursuant to 53 P.S. § 7101, *et seq.* the responsibility for paying water/sewer charges shall remain with the property where service was provided until the delivery of a completed Application for Final Bill.

- .1 Customers selling property served by the Authority should request a final bill 7 to 10 days prior to the scheduled closing date.

209.0 Termination of service

209.1 Nothing in these Rules and Regulations shall modify the Authority's right to terminate water service without prior notice to prevent or alleviate an emergency or other circumstance that presents a danger to life or property.

209.2 The Authority will initiate collection of delinquent Residential Customer accounts and, after appropriate notice has been given, termination of water service, when the account balance remains unpaid forty (40) days following appropriate delivery of the Authority's invoice.

209.3 The Authority may terminate service when, for two or more consecutive billing periods, the Residential Customer has denied access to the Meter or Remote Reading Device for reading, repair, or replacement.

- .1 To avoid shut off on this basis, the Customer, within 10 days of the date of the notice of termination sent by the Authority, must make an appointment for a reading or access to the Remote Reading Device or Meter.

Adopted 7/19/2013, amended 7/25/2014, amended 2/20/15, amended 3/23/18.

209.4 The Authority may terminate service:

- .1 when a Meter, Remote Reading Device, or other Authority property has been tampered with or damaged, or is missing;
- .2 when Authority water is used in any fixture or for any purpose when there is no water contract on file with the Authority, or any unauthorized connection exists to the Water Main;
- .3 when a Residential Customer has made false or fraudulent statements in applying for water service; or
- .4 when a Person permits water to flow unnecessarily or to leak excessively from any pipe, fixture, or appliance upon property that the Person owns or occupies.

209.5 Whenever two or more Residential or Combined Use Properties have been supplied from a single connection or Ferrule, and one or more of the Owners or Occupants of the Premises becomes delinquent in the payment of water and/or sewer charges or permits water to flow unnecessarily or leak from any pipe, fixture, or appliance, the Authority may terminate the supply of water to all of the commonly supplied Premises. Supply will not be renewed until:

- .1 a separate connection is established for each Premises;
- .2 any delinquent water and/or sewer charges are paid; and
- .3 any leakage is corrected or unnecessary flow of water is stopped.

209.6 Notice of termination shall be in the form required by section 210 of these Rules and Regulations and shall be provided as follows:

- .1 to Customers at least 10 days prior to the scheduled shut off;
- .2 to Customers who are landlords at least 37 days prior to the scheduled shut off;
- .3 to USTRA-Tenants by posting a notice of termination on the Premises at least 30 days prior to the scheduled shut off;
- .4 to Customers who permit water to flow unnecessarily, as provided under section 209.4.4, upon 24 hours' notice or, if the resulting condition threatens injury to persons or damage to property, immediately; and
5. by telephone call to the telephone number on file with the Authority; by electronic mail to an e-mail address on file with the Authority; or, if neither of these methods is available or effective, by personal contact or posting a notice of termination on the Premises 3 days prior to the termination of service.

209.7 If, when notice of termination is received, an occupant of the Residential Property is seriously ill, the Authority will defer termination for a maximum of 30 days if a licensed physician or nurse practitioner contacts the Authority by facsimile, e-mail, or mail to explain how the termination of service will aggravate the medical condition. The physician's statement should include the name and address of the Customer; the name and address of the afflicted individual and his or her relationship to the Customer; the anticipated length of the affliction; the name, office address, and telephone number of the certifying physician, nurse practitioner or physician assistant; and the signature of the certifying physician, nurse practitioner or physician assistant. A medical deferral may be renewed by the submission of another statement from the treating physician as long as

current charges are paid by the given due date(s). If the Customer fails to pay current charges, he or she is then limited to two 30 day renewals of a medical deferral. The Customer remains responsible for the outstanding balance during the postponement and may avoid termination by making a reasonable payment arrangement.

209.8 Water service will not be terminated on a Friday, Saturday, Sunday, or the day before a holiday.

209.9 When it initiates collection or termination activity, the Authority will impose a collection/termination activity fee on the account. The collection/termination activity fee will be in addition to the delinquent charges.

210.0 Notice of termination

210.1 Notice of termination to a Residential Customer shall contain, at a minimum, the following information, in such form as the Authority shall from time to time deem appropriate:

- .1 account number;
- .2 date of notice;
- .3 address of property;
- .4 where service is being terminated for failure to timely pay for water and/or sewer services, the amount past due;
- .5 where service is being terminated for failure to provide access to a Meter or Remote Reading Device, the time within which access must be attained;
- .6 date on which water service will be shut off;
- .7 a telephone number and e-mail address to contact for further information or explanation;
- .8 a statement that to avoid termination, the Customer must—
 - .1 pay the entire balance, including interest, before the scheduled termination date;
or
 - .2 negotiate or renegotiate a payment arrangement.
- .9 a statement that specifies that the notice is effective for sixty (60) days.

210.2 Notice of termination to the Customer Owner, where the Residential Property is occupied by a Tenant who is not a Customer, shall include the same information required by Section 210.1 of these Rules and Regulations, and the following information in such form as the Authority shall deem appropriate:

- .1 the obligation of the Owner, within 7 days of receipt of the notice, to provide the Authority with names and addresses of every Tenant and/or Occupant;
- .2 the Owner's ability to avoid the obligation to provide the names and addresses of Tenants and Occupants by paying the bill in full, entering into an agreement to pay the amount due, or request a hearing;

- .3 should the Owner fail, within 10 days of receipt of the notice, to pay the bill, enter into a satisfactory payment agreement, or request a hearing, the Authority will attempt to notify each Tenant and Occupant of the date of the scheduled termination and their rights; and
- .4 in addition to termination of water service, the Authority may sue the Owner in court for nonpayment and lien the Residential Property.

210.3 A termination notice to Tenants who are not Customers shall include the following information, in such form as the Authority may deem appropriate:

- .1 account number;
- .2 date of notice;
- .3 address of the property;
- .4 amount past due;
- .5 amount due for water and/or sewer service for thirty (30) days preceding the date of the notice;
- .6 reason for termination;
- .7 date of scheduled termination; and
- .8 the right of USTRA-Tenants to pay the amount due for the preceding 30 days, and to receive bills for subsequent periods of 30 days, so long as the landlord has not paid or arranged for payment of the delinquency.

211.0 USTRA-Tenant rights

211.1 A USTRA-Tenant may apply to the Authority for continued service at any time, unless:

- .1 The Tenant is the agent of a current or previous delinquent Customer at the Dwelling Unit and is attempting on the Customer's behalf to avoid shut off or restore service previously shut off without payment of the Customer's past due charges for water/sewer service. Such agency may be found to exist where the property that would be receiving service under a Tenant Customer arrangement is or will be occupied by the current or previous delinquent Customer or where such delinquent Customer would otherwise use or receive the benefit of the service; or
- .2 The Tenant has not paid or arranged to pay delinquent charges for water/sewer service arising out of illegal, unauthorized, or authorized usage for which he or she is responsible, whether at the same or another service address.

211.2 An individual who wishes continued service as a USTRA-Tenant must submit:

- .1 His or her name and current address;
- .2 At least one piece of personal identification. If the personal identification does not bear the applicant's photograph, a second piece of personal identification may be required.

- .3 Satisfactory written evidence of the tenancy, such as a lease, rent book, money order receipts, cancelled checks, or other utility bills in the applicant's name at that address, or rent receipts; and
- .4 Satisfactory evidence that the property had water/sewer service when the tenancy began.

212.0 Restoration of water service

212.1 When water service is terminated to a Residential Property due to a delinquent account, service will be restored when one of the following conditions has been met:

- .1 the outstanding account balance, collection/termination activity fee, and appropriate restoration charges have been paid in full by cashier's check, money order, or other immediately available funds; or
- .2 the Residential Customer enters into a payment agreement and provides the deposit or guarantee required by section 206 of these Rules and Regulations.

212.2 When water service is terminated due to the failure to provide access to a Meter or Remote Reading Device, service will be restored when the Residential Customer permits access and pays applicable restoration charges.

230.0 Business Customers

230.1 The Authority will accept Business Use Property Owners, their duly authorized agents or Guaranteed Lessees as Authority Customers and will provide water and sewer service in their names to their Business Use Properties under the terms and conditions set forth in these Rules and Regulations.

230.2 The Authority may accept applications for water service outside the City where the applicant's property is served by or can be practicably served by an Authority Water Main.

231.0 Application to become a Business Customer – Owners

231.1 Subject to the requirements set forth in sections 233 and 235 of these Rules and Regulations, a Business Use Property Owner will become a Business Customer as of the date of title transfer established by the record deed or otherwise established by sufficient evidence to show title to the property.

232.0 Application to become a Business Customer — Tenants

232.1 A Tenant of a Business Use Property who wishes to become a Business Customer of the Authority may apply to become a Guaranteed Lessee. A Tenant applying for water and/or sewer service must submit:

- .1 information on names of principals, a current business address, and a current business license;
- .2 satisfactory evidence of the Owner's consent to possession of the Business Use Property by the Tenant, generally a copy of the lease agreement or other written evidence of the Owner's consent;
- .3 a written guarantee from the Business Use Property Owner assuring payment of any water and/or sewer charges billed to the Tenant; and

- .4 where violations of the Health Department Plumbing Code are known to have existed, certification by a Registered Plumber that necessary corrections have been made and that the Business Use Property is compliant with the Plumbing Code.

233.0 Qualifications of applicants

233.1 A Business Use Property Owner or Tenant (either shall be known as "applicant") is qualified to become a Business Customer under these Rules and Regulations unless:

- .1 The applicant has not paid or arranged to pay for past due charges for water and/or sewer service for which he is legally responsible at this or another service address, including charges for unauthorized use of water;
- .2 The Guarantor Lessor has not paid outstanding water and/or sewer charges at the time of application;
- .3 Water service to the Business Use Property is legally off, there exist uncorrected violations of the Health Department Plumbing Code at the property, and/or service to the property would endanger health or safety; or
- .4 Service to the Business Use Property necessitates revision of the Authority's distribution facilities or acquisition of additional rights-of-way or the quantity of water required or the pattern of expected usage will in the Authority's reasonable judgment negatively affect existing Customers or does not comply with existing Rules and Regulations governing water and/or sewer service.

233.2 If the Business Use Property is separately metered, a Meter reading must be taken before the applicant will be accepted as a Customer.

233.3 If the Business Use Property is set up for individual metering, but no operational Meter is in place, a Meter must be installed before the applicant will be accepted as a Business Customer.

233.4 If the Business Use Property is not separately metered or set up for individual metering, the Business Use Property must be set up for individual metering by a Registered Plumber to the Authority's satisfaction, at the cost of the Business Use Property Owner or the Tenant, and a Meter and Remote Reading Device must be installed before the applicant will be accepted as a Business Customer. Installation charges must be paid before water service will be provided.

234.0 Authority's action on the application

234.1 Upon receipt of the evidence and documents required by sections 232 or 233 of these Rules and Regulations, the Authority shall determine whether the applicant is eligible to become an Authority Customer.

234.2 If the applicant is rejected as a Customer, the Authority shall so indicate and will note any condition that must be met and itemize any charges that must be paid in order to obtain service. A description of the process by which the applicant may dispute the Authority's determination will be provided.

235.0 Security deposits, new and existing Customers

235.1 The Authority may require a deposit or a guarantee of payment as a condition to providing service to an applicant:

- .1 when the applicant has an existing, unpaid balance with the Authority;

Adopted 7/19/2013, amended 7/25/2014, amended 2/20/15, amended 3/23/18.

- .2 when service to the applicant's Business Use Property has been terminated because of unpaid bills;
 - .3 when the applicant has failed to make payments according to a payment schedule; or
 - .4 when the applicant is unable to provide information demonstrating that the applicant is a satisfactory credit risk.
- 235.2 Where security is required as a condition of service, the Authority will accept a written guarantee from a responsible Customer or other Person able to establish proof of good credit, securing payment in an amount equal to that required for a cash deposit.
- 235.3 The amount of the deposit shall be equal to an amount 2 times the average estimated monthly bill for the Business Use Property, based on the last twelve months of service. The deposit shall be in the form of a cashier's check, money order, debit card payment, or credit card payment.
- 235.4 The Authority may require an existing Customer to post a deposit or guarantee of payment to re-establish credit when the Customer has been delinquent in the payment of any two consecutive bills or three or more bills in the preceding 12 months. The Authority will provide written notice to the Customer of its intent to require a deposit or guarantee of payment, should bills continue to be paid after the due date.
- 235.5 The Authority will require a deposit or guarantee of payment as a condition to reconnection of service following a termination.
- 235.6 The Authority will require a deposit or guarantee of payment, whether or not service has been terminated, when a Customer fails to comply with a material term or condition of a settlement or payment agreement.
- 235.7 A deposit will be refunded under the following conditions:
- .1 Upon termination or discontinuance of service, the Authority will apply the deposit, including accrued interest, to any outstanding balance and will refund the remainder to the Customer.
 - .2 When a Customer establishes creditworthiness.
 - .3 When a Customer substitutes a third-party guarantor under section 235.2.
 - .4 After a Customer has made full and timely payment of bills for service for 12 consecutive months.
- 235.8 Under the conditions set forth in sections 235.7.2, 235.7.3 and 235.7.4, the Customer may elect to have a deposit applied to reduce bills for service or to receive a refund.
- 236.0 Turn-on of service**
- 236.1 The Authority will visit the Business Use Property to turn on service for a new Business Customer at no charge to the applicant where service can be provided to a single Business Use Property by operation of the Curb Stop.
- 236.2 Where service can only be provided by means other than the operation of the Curb Stop, such as construction or restoration of the Ferrule or Water Service Line, such construction or restoration must be made privately at the expense of the applicant or Owner.

Adopted 7/19/2013, amended 7/25/2014, amended 2/20/15, amended 3/23/18.

236.3 Notwithstanding any other provision of these Rules and Regulations, where service has been shut off by the Authority for any reason under these Rules and Regulations, and the Authority has been notified that the Health Department has determined the Premises to be in dangerous or imminently dangerous condition, service will be provided only upon the prior written consent of the Health Department.

237.0 Termination of Customer relationship

237.1 After the Authority's acceptance of an application, a Business Customer will remain responsible for paying all future charges for water and/or sewer service to its Business Use Property until such time as:

- .1 the Authority accepts a new Business Customer for the Business Use Property and takes a final Meter reading; or
- .2 the Authority issues a Notice of Intent to Disconnect and terminates service at the Business Use Property Owner's request.

237.2 Business Use Property Owners remain responsible for paying water and/or sewer charges until the issuance of a Notice of Intent to Disconnect or replacement by a new Business Customer.

237.3 A Guarantor Lessor seeking to terminate its Customer relationship with the Authority must notify its Guarantee Lessee or Lessees in writing by first class mail.

238.0 Termination of service

238.1 Nothing in this section shall modify the Authority's right to terminate service without prior notice to prevent or alleviate an emergency that presents a danger to life or property.

238.2 The Authority will initiate collection activity and the termination of water service to a Business Use Property, after appropriate notice has been given:

- .1 when the business account remains unpaid 40 days following appropriate delivery of the Authority's invoice;
- .2 when for two or more consecutive billing periods, the Authority has been denied access or prevented from accessing the Business Use Property to read, repair, or replace the Meter or Remote Reading Device;
 - .1 If access cannot reasonably be scheduled prior to the termination of service, then the termination date may be deferred to permit access; provided, however, that a Business Customer cannot defer termination for more than 30 calendar days on this basis.
- .3 when the Business Use Property Owner fails to have an approved Backflow prevention device installed and to provide the Authority with certification of its installation and operation within 45 days of notice from the Authority of that requirement, as provided in section 511.1 of these Rules and Regulations;
- .4 when the Business Use Property Owner fails to return the appropriately completed Backflow prevention device test report within 45 days of its receipt, as provided in section 511.2 of these Rules and Regulations; or

- .5 when a Person permits water to flow unnecessarily or to leak excessively from any pipe, fixture, or appliance upon property that the Person owns or occupies.
- 238.3 Whenever two or more Business Use or Combined Use Properties have been supplied from a single connection or Ferrule, and one or more of the Owners, Tenants, or Occupants of the Premises becomes delinquent in the payment of water and/or sewer charges or permits water to flow unnecessarily or leak from any pipe, fixture, or appliance, the Authority may terminate the supply of water to all of the commonly supplied Premises. Supply will not be renewed until:
- .1 a separate connection is established for each Premises;
 - .2 any delinquent water and/or sewer charges are paid;
 - .3 any leakage is corrected or unnecessary flow of water is stopped.
- 238.4 Except as provided in section 238.2.5, relating to termination for unnecessary or excessive flow of water, notice of termination shall be provided to the Business Customer and any Guarantor Lessor by mail at least 10 days prior to the scheduled termination, and shall contain the following information in such form as the Authority shall from time to time deem appropriate:
- .1 account number;
 - .2 date of notice;
 - .3 address of property;
 - .4 where service is terminated for failure to timely pay for water and/or sewer services, the amount past due;
 - .5 where service is terminated for failure to provide access to a Meter or Remote Reading Device, the time within which access must be attained;
 - .6 date on which water service will be terminated;
 - .7 action that must be taken to avoid termination, as set forth in section 238.6 below;
 - .8 notice that a timely submission to the Exoneration Hearing Board will prevent shutoff until a final decision is made, together with information on how a hearing may be requested; and
 - .9 a telephone number to call or e-mail address to contact for further information or explanation.
- 238.5 Notice of termination to a Business Customer, and any Guarantor Lessor, who permits water to flow unnecessarily, as provided under section 238.2.5, by telephone, electronic mail, or in person, 24 hours' prior to termination or, if the condition threatens injury to persons or damage to property, immediately before termination.
- 238.6 To avoid termination of water service for failure to make timely payment, a Business Customer whose account is delinquent or the Guarantor Lessor must, before the scheduled termination date:
- .1 pay the entire balance, including interest; or
 - .2 negotiate a payment agreement.

Adopted 7/19/2013, amended 7/25/2014, amended 2/20/15, amended 3/23/18.

- 238.7 To avoid termination under section 238.2.2 for lack of access to the Meter or Remote Reading Device, the Business Customer, within 10 days of receipt of the notice of termination and before the scheduled termination date, must make arrangements for the Authority's access to the Meter or Remote Reading Device. If access cannot reasonably be scheduled prior to the termination of service, then the termination date may be deferred to permit access; provided, however, that a Business Customer cannot defer termination for more than 30 calendar days on this basis.
- 238.8 To avoid termination under section 238.2.3 for failure to have an approved Backflow prevention device installed and to deliver certification of its installation and operation, the Business Customer, within 10 days of receipt of the notice of termination and before the scheduled termination date, must have the device installed and deliver the appropriately completed report to the Authority. If installation and testing cannot reasonably be performed prior to the termination of service, then the termination date may be deferred to permit installation and testing; provided, however, that a Business Customer cannot defer termination for more than 30 calendar days on this basis.
- 238.9 To avoid termination under section 238.2.4 for failure to return the appropriately completed Backflow prevention device test report, the Business Customer, within 10 days of receipt of the notice of termination and before the scheduled termination date, must have the test performed and deliver the appropriately completed report to the Authority. If testing cannot reasonably be performed prior to the termination of service, then the termination date may be deferred to permit testing; provided, however, that a Business Customer cannot defer termination for more than 30 calendar days on this basis.
- 238.10 To avoid termination under section 238.2.5 for unnecessary flow or excessive leaking of water, the Business Customer, promptly upon receipt of the notice of termination and before the scheduled termination date, must have repairs made to eliminate the excessive flow or leakage. The Authority will work with the Business Customer in good faith to maintain water service, consistent with preventing unnecessary waste of water and any threat of personal injury or property damage.
- 238.11 Provided that no action to avoid or delay service termination has been taken as provided in these Rules and Regulations, the Authority or its agents will visit the Business Use Property on or after the scheduled date to terminate service.
- 238.12 Upon initiating collection activity, the Authority will impose a collection activity fee. This collection activity fee will be in addition to the delinquent charges.

239.0 Restoration of water service

- 239.1 When water service is terminated due to a delinquent account, service will be restored when one of the following conditions has been met:
- .1 the outstanding account balance, collection/termination activity fee, and appropriate restoration charges have been paid in full by cashier's check, money order, or other immediately available funds;
 - .2 the Business Customer enters into a payment agreement and provides the deposit or guarantee required by section 235 of these Rules and Regulations; or
 - .3 the delinquency is eliminated or resolved following a hearing as contemplated by section 324 of these Rules and Regulations.
- 239.2 When water service is terminated due to the failure to provide access to a Meter or Remote Reading Device, service will be restored when the Business Customer permits access and pays applicable restoration charges.

Adopted 7/19/2013, amended 7/25/2014, amended 2/20/15, amended 3/23/18.

CHAPTER 3 RATES AND CHARGES, ABATEMENT, BILLING AND COLLECTION

A-1. RATES AND CHARGES – 2018**

301.0 Water consumption charge

301.1 Effective January 1, 2018, charges for the supply of metered water and the conveyance of sewage shall be determined and billed monthly, as follows:

<u>Meter Size</u>	<u>Minimum Gallons</u>	<u>Water Minimum Charge</u>	<u>Sewer Minimum Charge</u>	<u>Total Minimum Charge</u>
5/8"	0 - 1000	\$23.25	\$7.71	\$ 30.96
3/4"	0 - 2000	\$37.83	\$15.62	\$ 53.45
1"	0 - 5000	\$76.58	\$37.10	\$113.68
1 1/2"	0 - 10,000	\$149.47	\$76.62	\$226.09
2"	0 - 17,000	\$246.53	\$129.72	\$376.25
3"	0 - 40,000	\$546.96	\$295.88	\$842.83
4"	0 - 70,000	\$924.52	\$506.20	\$1,430.72
6"	0 - 175,000	\$2,181.24	\$1,213.27	\$3,394.51
8"	0 - 325,000	\$3,919.64	\$2,197.82	\$6,117.47
10" or larger	0 - 548,000	\$6,408.43	\$3,618.63	\$10,027.06

For every 1,000 gallons over the minimum, the rate will be the following:

<u>Account Classification</u>	<u>Total Combined Rate</u>	<u>Water Allocation</u>	<u>Sewer Allocation</u>
Residential Property*	\$16.33	\$9.41	\$6.92
Commercial Property	\$15.04	\$8.93	\$6.11
Industrial Property	\$13.08	\$7.51	\$5.57
Health or Education Property	\$19.85	\$12.21	\$7.64
Fire Lines	\$20.67	\$11.50	\$9.17

* Words with initial capital letters are defined in section 102.0 of these Rules and Regulations.

** New rates established and adopted by the Authority Board of Directors on 7/19/2013, amended 7/25/2014, 2/20/2015, amended 12/2/2016, amended 11/8/2017, amended 3/23/18.

Amended 3/23/18

A-2. RATES AND CHARGES – 2019**

301.0 Water consumption charge

301.1 Effective January 1, 2019, charges for the supply of metered water and the conveyance of sewage shall be determined and billed monthly, as follows:

<u>Meter Size</u>	<u>Minimum Gallons</u>	<u>Water Minimum Charge</u>	<u>Sewer Minimum Charge</u>	<u>Total Minimum Charge</u>
5/8"	0 - 1000	\$25.18	\$8.08	\$33.26
3/4"	0 - 2000	\$41.15	\$16.81	\$57.97
1"	0 - 5000	\$83.67	\$40.61	\$124.28
1 1/2"	0 - 10,000	\$163.56	\$84.26	\$247.82
2"	0 - 17,000	\$269.98	\$142.97	\$412.96
3"	0 - 40,000	\$599.57	\$326.99	\$926.56
4"	0 - 70,000	\$1,013.94	\$560.12	\$1,574.06
6"	0 - 175,000	\$2,393.88	\$1,344.92	\$3,738.79
8"	0 - 325,000	\$4,303.36	\$2,438.65	\$6,742.01
10" or larger	0 - 548,000	\$7,038.22	\$4,018.62	\$11,056.84

For every 1,000 gallons over the minimum, the rate will be the following:

<u>Account Classification</u>	<u>Total Combined Rate</u>	<u>Water Allocation</u>	<u>Sewer Allocation</u>
Residential Property*	\$18.43	\$10.57	\$7.87
Commercial Property	\$16.64	\$9.83	\$6.81
Industrial Property	\$14.42	\$8.20	\$6.22
Health or Education Property	\$21.34	\$13.07	\$8.27
Fire Lines	\$15.82	\$8.75	\$7.07

* Words with initial capital letters are defined in section 102.0 of these Rules and Regulations.

** New rates established and adopted by the Authority Board of Directors on 7/19/2013, amended 7/25/2014, 2/20/2015, amended 12/2/2016, amended 11/8/2017, amended 3/23/18.

Amended 3/23/18

A-3. RATES AND CHARGES – 2020**

301.0 Water consumption charge

301.1 Effective January 1, 2020, charges for the supply of metered water and the conveyance of sewage shall be determined and billed monthly, as follows:

<u>Meter Size</u>	<u>Minimum Gallons</u>	<u>Water Minimum Charge</u>	<u>Sewer Minimum Charge</u>	<u>Total Minimum Charge</u>
5/8"	0 - 1000	\$28.91	\$8.74	\$37.65
3/4"	0 - 2000	\$47.22	\$18.35	\$65.58
1"	0 - 5000	\$95.65	\$44.51	\$140.16
1 1/2"	0 - 10,000	\$187.21	\$92.57	\$279.78
2"	0 - 17,000	\$308.89	\$157.18	\$466.07
3"	0 - 40,000	\$684.49	\$359.51	\$1,044.00
4"	0 - 70,000	\$1,155.70	\$615.75	\$1,771.45
6"	0 - 175,000	\$2,720.25	\$1,477.78	\$4,198.03
8"	0 - 325,000	\$4,880.87	\$2,678.68	\$7,559.54
10" or larger	0 - 548,000	\$7,967.90	\$4,412.63	\$12,380.52

For every 1,000 gallons over the minimum, the rate will be the following:

<u>Account Classification</u>	<u>Total Combined Rate</u>	<u>Water Allocation</u>	<u>Sewer Allocation</u>
Residential Property*	\$20.76	\$12.03	\$8.73
Commercial Property	\$18.41	\$10.98	\$7.43
Industrial Property	\$15.88	\$9.07	\$6.81
Health or Education Property	\$23.00	\$14.15	\$8.85
Fire Lines	\$17.51	\$9.76	\$7.74

* Words with initial capital letters are defined in section 102.0 of these Rules and Regulations.

** New rates established and adopted by the Authority Board of Directors on 7/19/2013, amended 7/25/2014, 2/20/2015, amended 12/2/2016, amended 11/8/2017, amended 3/23/18.

301.2 Determination of a Customer's account classification shall be made by the Authority based upon the Customer's preponderance of use. Any Customer dissatisfied with the determination may appeal to the Authority within ninety (90) days of the Customer's first notice of the classification.

301.3 Water Customers whose use is not metered shall be billed monthly at the following rates:

- .1 Unmetered single family Residential Customers shall be assessed a monthly charge of \$70.35;
- .2 Unmetered multi-unit Residential Customers shall be charged a multiple of the single unit rate, depending on the number of units. For example, 2 units x \$70.35 = \$140.70; 4 units x \$70.35 = \$281.40.
- .3 Unmetered Commercial and Industrial Customers shall be assessed a monthly charge of \$140.73.

302.0 Distribution Infrastructure System Charge (DISC)

302.1 Effective January 1, 2017, the Distribution Infrastructure System Charge (DISC) has been discontinued.

303.0 Sewage treatment rates

303.1 The rates for Sewage treatment to sewer premises within the Authority's service area are established by ALCOSAN, and are paid by the Authority to ALCOSAN. Information on ALCOSAN's rates is available on its website.

303.2 Sewage treatment charges may be reflected on Authority invoices as ALCOSAN charges, basic service and sewage treatment.

304.0 Service and equipment charges

304.0 Effective March 1, 2014, the following charges will be adjusted annually for increases in the annual Consumer Price Index for the Pittsburgh area most recently published by the Bureau of Labor Statistics or any successor organization prior to such anniversary. If the change in the Consumer Price Index is 0% or is a decrease, there will be no automatic adjustment.

304.1 The Authority will apply the following miscellaneous charges and fees:

.1	Certified mailing	\$ 11.28
.2	History retrieval	\$ 15.23
.3	Final bill	\$ 20.30
.4	Administrative charge Processing of backflow device tests	\$ 25.38
	Business Use Properties	
.5	Returned check fee	\$ 30.45
.6	Collection activity fee termination activity fee	\$ 75.13
.7	Restoration fee	\$ 25.38
.8	Same day restoration fee	\$ 45.68
.9	Late fee, back flow device tests	\$ 60.90
	Business Use Properties	

304.2 Dye test application processing fees:

.1	Evidence of Compliance Statement	\$ 25.38
.2	Temporary Evidence of Compliance Statement	\$ 25.38
.3	Visual inspection	\$ 75.00
.4	Duplicate Evidence of Compliance Statement	\$ 25.38

304.3 Except as provided in section 509.6 of these Rules and Regulations, the fees for a Meter test will be as follows:

.1	Residential Meter (5/8 inch – 1 inch) test	\$70.04
.2	Large Meter (1-1/2 inch – 6 inch) test:	\$139.06
.3	Meters larger than 6 inches will be tested at the Authority's cost.	
.4	Fire service meters will be tested at the Authority's cost.	

304.4 Water service tap fees during normal business hours:

1 inch	\$177.63
1-½ inch	\$329.88
4 inch tap	\$1,106.35
6 inch tap	\$1,314.43
8 inch tap	\$1,349.95
10 inch tap	\$1,415.93
12 inch tap	\$1,481.90

Fees are double the listed amounts for work performed outside normal business hours.

304.5 Valve operations during normal business hours:

4 inch to 12 inch diameter Water Mains	\$1,233.23
16 inch to 24 inch diameter Water Mains	\$2,009.70
30 inch to 48 inch diameter Water Mains	\$3,283.53

Fees are double the listed amounts for work performed outside normal business hours.

305.0 Meters, hydrants, fire systems

305.0 Meters and Remote Reading Devices. New Meters and associated Remote Reading Devices are supplied and installed by the Authority. A list of charges for the Meters, the Remote Reading Devices, and their installation is available on the Authority's website, www.pgh2o.com or by calling 412.255.2443. Meters and Remote Reading Devices will be provided without any price markup, and the charge for Meters and Remote Reading Devices are subject to increase annually, as the cost of this equipment to the Authority increases. Installation costs will be adjusted annually for increases in the annual Consumer Price Index for the Pittsburgh area most recently published by the Bureau of Labor Statistics or any successor organization prior to such anniversary. If the change in the Consumer Price Index is 0% or is a decrease, there will be no automatic adjustment.

305.2 Hydrants

1. No charge will be made for the use of hydrants or water to fight fires. Customers whose fire systems have been activated to fight a fire should notify the Authority to assure that the associated water use will not be billed.
2. No charge will be made for the use of hydrants under or pursuant to a contract with the Authority or the City.
3. For all other uses of hydrants including development site water use, etc.:
 - a. There is a minimum charge of \$500.00 for each day of use of the hydrant. This fee is non-refundable.
 - b. All water used through the fire system except during fires shall be metered, and the associated sized meter will be installed for the requested line size for each line used.

- i. The minimum charge for each month shall be as follows, with one-half the associated minimum charge being refunded to the customer if the assigned meter is returned to PWSA undamaged. If the meter is not returned, the full fee is retained:

<u>Meter Size</u>	<u>Minimum monthly charge</u>
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5/8 inch (or) 5/8 inch x 3/4 inch	\$ 680.00
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3/4 inch	\$ 780.00
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1"	\$ 960.00
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Fire Hydrant Meter (2 1/2" meter)	\$1,039.50
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- c. All water used through the fire system except during fires shall be charged at metered rates.

- i. The minimum charge for each month of water use shall be as follows:

<u>Line size</u>	<u>Meter Size</u>	<u>Minimum monthly charge</u>
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2 inch	1 inch or less	\$ 19.22
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3 inch	1(1/2) to 3 inch	\$ 55.67
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4 inch	4 inch	\$122.13
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6 inch or greater	6 inch or greater	\$355.08
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305.3 Fire systems

- .1 No charge shall be made for the use of water to fight fires. Customers whose fire systems have been activated to fight a fire should notify the Authority to assure that the associated water use will not be billed.
- .2 All water used through fire systems except during fires shall be charged at metered rates. The minimum charge for each month shall be as follows:

<u>Line Size</u>	<u>Meter Size</u>	<u>Minimum Charge</u>
2 inch	1 inch or less	\$ 19.22

3 inch	1-1/2 to 3 inch	\$ 55.67
4 inch	4 inch	\$122.13
6 inch or greater	6 inch or greater	\$355.08

306.0 New Development

306.1 The Authority's Procedures Manual for Developers addresses charges and fees applicable to new Development.

B. ABATEMENT, BILLING AND PAYMENT

320.0 Abatement of charges and fees

320.1 When Premises are completely vacant, the Customer has provided the Authority with a Vacancy Affidavit, and the water supply has been shut off at the Curb Stop or Corporation Stop, no minimum charges will be assessed during the period of vacancy. Upon restoration of the water service to the Premises, or upon detection of water usage, applicable charges will be assessed.

321.0 Meter reading, estimated billing

321.1 When a Premises has been equipped with a Meter, but an accurate Meter reading cannot be obtained for reasons other than the conditions described in section 509.9 of these Rules and Regulations, the quantity of water used will be estimated for billing purposes. Estimated usage will be based upon actual Meter readings from prior cycles or by such other fair and reasonable methods as may be established by the Authority. Any necessary corrections shall be made in the next bill following an actual Meter reading.

321.2 An actual water meter reading must be obtained by the Authority or provided by the Customer, at least once every six (6) months, and an actual water meter reading must be obtained by the Authority, at least once per year.

321.3 If the Authority has estimated bills and if the Customer during that estimated period has consumed an amount of water in excess of normal seasonal usage because of a verified leak that could not reasonably have been detected or other unknown loss of water, the customer is not liable for more than 150% of the average of amount of water consumed for the correspond period during the previous year. This section does not apply when the Authority was unable to gain access to the water meter.

322.0 Billing and Payment, Interest, Liens

322.1 All bills are due and payable on their stated due dates.

322.2 If current water and sewer bills are not paid in full by their due dates, interest of .0083 percent per month will be applied to the outstanding balance.

322.3 Unpaid water and sewer charges are a lien on the property.

323.0 Payment arrangements

323.1 The Authority's Customer Service employees are empowered to enter into payment arrangements with Customers whose accounts are not more than 90 days in arrears. Such agreements will apportion the amount in arrears over a period of time, adding an amount to the sums billed for current service. Eligibility and the amount of the payments shall be determined by factors such as:

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- .1 the Customer's payment history;
- .2 the amount and duration of the account's arrearage; and
- .3 classification of property—Residential, Commercial, Industrial, or Health or Education.

323.2 A Customer who enters into a payment arrangement and thereafter complies with the terms of that arrangement will not be subject to termination of service or collection proceedings.

324.0 NOT USED

C. COLLECTION OF DELINQUENT ACCOUNTS

325.0 Collection of delinquent accounts

325.1 Any account with past due charges may be sent a reminder notice, which shall contain:

- .1 the Customer's account number;
- .2 the total amount due;
- .3 a request to pay immediately;
- .4 the address of the service location that is delinquent;
- .5 a warning that failure to pay will lead to legal steps being taken against the Customer and may result in termination of water service;
- .6 notification that unpaid water and sewer charges are a lien against the Customer's property; and
- .7 a statement that payment plans may be available and a contact telephone number and/or e-mail address for further information.

325.2 If any water and/or sewer bill becomes past due, the Authority may serve a notice of termination on the Customer, following the procedures set forth in sections 209 through 211 of these Rules and Regulations for Residential Customers and section 238 of these Rules and Regulations for Commercial Customers

325.3 Unpaid water and/or sewer bills more than ninety (90) days in arrears are referred to Jordan Tax Service, LLC for collection.

325.4 Notice of collection required by 53 P. S. § 7101, *et seq.* shall be provided to the delinquent Customer as required by that statute. Fees and costs of collection, as set forth in section 326 below, shall accrue for all collection efforts undertaken more than thirty (30) days following the date of the notice, or more than ten (10) days following any second notice required by 53 P. S. § 7101 *et seq.* If not paid by the Customer, the fees and costs of collection shall be added to and become part of the delinquent claims in the collection proceeding.

326.0 Collection Expenses and Fees

- 326.1 Servicing charges: effective September 12, 2008, the following servicing charges, expenses, and fees are adopted and approved as reasonable and recoverable whether or not enforcement proceedings have been initiated. These fees and charges will be payable by the delinquent Customer and added to the delinquency claim, and must be paid in full before the discharge and satisfaction of any delinquent claim.

Expense	Amount
Out-of-pocket expenses, including but not limited to the expense of title searches, investigators, and process servers	actual cost
Preparation and issuance of a no-lien letter	\$25.00
Postage expense	actual cost
Servicing expense related to collection of delinquent claims, which shall accrue on the first day of the month for the entire month or partial month. Gross collections, for the purpose of calculation, shall include the face amount of the delinquency, together with interest and lien costs for each delinquent claim collected. Lien costs are charges for the filing, satisfaction, revival, amendment, and transfer of delinquent claims. Gross collections do not include any record costs, attorney fees, or out-of-pocket expenses related to the collection of delinquent claims.	15% of gross collections

- .1 Liability for servicing expenses, out-of-pocket expenses and postage expenses authorized in this section accrue immediately upon the effective date for all delinquent claims due in 2008 and prior years originally billed more than 90 days from the effective date.
- .2 Liability for servicing expenses, out-of-pocket expenses and postage expenses authorized in this section shall accrue on the 91st day from the initial billing date for all unpaid delinquent claims for calendar years 2008 and thereafter not paid-in-full within 90 days of the initial billing for the delinquent claim.
- .3 Liability for expenses authorized by this section shall be retroactive to the date of each delinquent invoice.

- 326.2 Enforcement expenses: in any enforcement proceeding, the following shall constitute reasonable expenses, necessary for the initiation and prosecution of legal proceedings:

Expense	Amount
Title search	actual cost, not to exceed \$250.00
Each bring-down or update of title search in connection with entry of judgment, issuance of execution, listing for sale, or other action	\$50.00
Out-of-pocket expenses including but not limited to postage, non-Sheriff's service of process, investigation of whereabouts of interested parties	actual cost

- 326.3 Flat rate fees, enforcement matters: effective September 12, 2008, the following schedule of attorney fees is adopted and approved as reasonable fees for all matters described, which fees shall be awarded to the Authority, its agents, counsel, or assigns in each action initiated for the collection of delinquent accounts. The property Owner's obligation to pay the full amount of the flat fee for each phase of each action shall accrue on the initiation of any aspect of each phase. The full amount of each flat fee for each prior phase of the proceeding shall carry over and be due on a cumulative basis, together with the flat fee for each subsequent phase initiated.

Activity	Flat Fee
Preparation and filing of claim	\$150
Preparation and service of writ of <i>scire facias</i> or complaint in <i>assumpsit</i> , sheriff's direction for service, notice pursuant to Pa. R. Civ. P. 237.1, and preparation and filing of <i>praecipe</i> to settle and discontinue the action	\$450
Where there are federal judgments, federal mortgages, or other federal interests of record, notice, service, and presentation of appropriate motions	\$200
Preparation, filing, monitoring, and conclusion of amicable <i>scire facias</i> or consent judgment, including negotiation, preparation, and filing of pleading, acceptance of service, installment payment, and/or forbearance agreement and satisfaction	\$400
Entry of judgment, including preparation and filing of <i>praecipe</i> to enter judgment, notices of judgment, affidavit of non-military status, and <i>praecipe</i> to satisfy judgment	\$225
All documents necessary for execution of judgment, including preparation of <i>praecipe</i> for writ of execution, Sheriff's documents, preparation and service of notices of Sheriff's sale, garnishments, personal property sales, staying writ of execution, and attendance at one' Sheriff's sale.	\$700
Each continuance of Sheriff's sale at the request of the defendant	\$100
Judicial sales pursuant to 53 Pa. S.A. § 7281, including preparation and service of documents, court appearances, attendance at sale and proposed schedule of distribution of proceeds of sale	\$700
Preparation of installment payment agreement	\$150
Preparation, filing, and presentation of motions, other than alternative service motions, including but not limited to motions to reassess damages, motions to amend caption, motions to continue the Sheriff's sale or other execution.	\$200

- 326.4 Hourly rate fees, enforcement matters: Effective September 12, 2008, the following schedule of attorney fees is adopted and approved as reasonable fees for all matters described, which fees shall be awarded to the Authority, its agents, counsel, or assigns in each contested matters, and in all other matters not addressed in section 313.2 above, undertaken in connection with the collection of delinquent accounts. Hourly rate matters include, but are not limited to, any matters where any defense, objection, motion, petition, or appearance is entered at any phase of any proceeding by or on behalf of any defendant or other interested party.

Person	Hourly Fee
Senior attorney (practicing law for 10 years or more)	\$185
Junior attorney (practicing law for fewer than 10 years)	\$160
Paralegals	\$100
Law clerks	\$65

- .1 All time shall be recorded and charged in units of 0.1 of an hour.

- 326.5 In no event shall the Authority's right to charge and collect reasonable attorney fees pursuant to sections 326.3 and 326.4 be impaired by the fact that any delinquent claim may also include an attorney commission of 5 percent for delinquent claims filed prior to December 19, 1990. Any attorney fees assessed and collected under this or any prior regulations or resolutions shall be in addition to any 5 percent commission previously included in any delinquent claim or judgment.

CHAPTER 4 DEVELOPMENT WITHIN THE AUTHORITY'S SERVICE AREA

401.0 Procedures Manual for Developers

- 401.1 The Authority* has adopted a Procedures Manual for Developers applicable to Development within the Authority's service areas in the City. The current Procedures Manual for Developers, and any amendments thereto duly adopted by the Authority, are a part of these Rules and Regulations. The Procedures Manual for Developers is available at the Authority's website, www.pgh2o.com.
- 401.2 Because the Procedures Manual for Developers cannot address all issues relating to water and sewer facilities on all properties, Developers are encouraged to schedule a preliminary meeting with the Authority's Engineering and Construction Division to discuss the scope of the project, the available water and sewer service, and the Authority's requirements.

402.0 Water and sewer facilities serving a single building or property

- 402.1 Water lines that serve a single building or property are Water Service Lines and, except as provided in section 506 of these Rules and Regulations, are the responsibility of the building or property Owner.
- 402.2 Sanitary Sewers, Storm Sewers, and/or Combination Sewers that serve a single property are Sewer Laterals and are the responsibility of the property Owner.

403.0 Facilities constructed by Owners or developers and dedicated to public use

- 403.1 The Authority may grant permission to an Owner or developer of property to lay water, Sanitary Sewer, and/or Storm Sewer lines intended to serve multiple Dwelling Units and/or Business Use Properties, such facilities to be dedicated to public use, provided that the property Owner or developer enters into a development agreement with the Authority in a form satisfactory to the Authority.
- 403.2 If water, Sanitary Sewer, or Storm Sewer lines serving multiple buildings or properties are located on private property, it shall be the responsibility of the property Owner or Owners served by the lines to maintain them without expense or other liability to the Authority. Provided, however, that when in the judgment of the Authority it is in the best interest of the Authority, then the Authority may accept the dedication of the water and/or sewer lines to public use, provided that the property Owner or Owners execute an agreement, in a form acceptable to the Authority, whereby an easement or right-of-way of sufficient width to protect the water and/or sewer facilities is granted and the Authority is given the right of entry for the maintenance, inspection, operation, repair, replacement, removal and/or abandonment in place of the dedicated facilities.
- 403.3 Where a property Owner or developer constructs or causes to be constructed at the property Owner or developer's expense any extension of the water or Sewer System dedicated to and accepted for public use, the Authority shall provide for partial reimbursement to the property Owner or developer if, within 10 years of the dedication, the Owner of another property not in the Development for which the extension was constructed connects a Water Service Line or Sewer Lateral directly to the extension. Reimbursement shall be calculated and made as provided in 53 Pa. C.S. § 5607(d)(31).

* Words with initial capital letters are defined in Section 102.0 of these Rules and Regulations.

404.0 Water and Sewer Use Application

404.1 As provided in the Procedures Manual for Developers, the Authority requires the completion and submission of a Water and Sewer Use Application for:

- .1 new water and/or sewer tap(s) for all subdivisions;
- .2 new water and/or sewer tap(s) for residential development larger than a Single Family Residential Development (total project flow is greater than 799 gallons per day);
- .3 new water and/or sewer tap(s) for all Business Use Properties; and
- .4 change of use of a facility or property resulting in an increase in sanitary flows (greater than 799 gallons per day) to an existing tap on an Authority Sewer Main.

The applicant can obtain the Application from the Authority website (www.pgh2o.com), by mail or by calling 412.255.0841 to request a copy. Instructions for completing the Application are found in the Procedures Manual for Developers.

404.2 A Water and Sewer Use Application is not required if the only proposed change is the termination of a water and/or sewer tap. However, the applicant must prepare and submit Form TERM—Termination Permit. Termination drawings may also be required. Instructions for preparing Form TERM for sewer taps are found in Chapter 3A or 3B of the Procedures Manual for Developers. Instructions for preparing Form TERM for water taps are found in Chapter 4 or 5.

404.3 A Water and Sewer Use Application is not required for a Small Residential Development (up to 799 gallons per day). However, the property Owner or developer may be required to complete a Customer Application, Water Service Connection Application, Sewer Lateral Connection Application, or Tap Termination Permit, depending upon the planned Development. Applicable fees must be paid prior to the commencement of the work. The application and permit forms are contained in the Procedures Manual for Developers, located on the Authority's website. The appropriate forms can be completed and any applicable fees paid at the Authority's permit counter, First Floor, Penn Liberty Plaza I, 1200 Penn Avenue, Pittsburgh, PA 15222.

405.0 Water and sewer tap-in plans

405.1 As provided in the Procedures Manual for Developers, the Authority requires the completion and submission of a water and/or sewer tap-in plan for:

- .1 any new water and/or sewer tap(s) for all subdivisions;
- .2 any new water and/or sewer tap(s) for a Residential Development larger than a Single Family Residential Development;
- .3 any new water and/or sewer tap(s) for Business Use Properties;
- .4 any change in the use, as defined by the Authority, of any facility or property resulting in an increase in water flows from or sanitary flows to an existing tap on an Authority main; and
- .5 any termination of any water and/or sewer tap(s) at the Authority main.

CHAPTER 5 WATER

501.0 Water use generally

501.1 No Person shall connect to the Authority's water system unless that Person has obtained a permit from the Authority.

501.2 No Person shall do any of the following without the written authorization of the Authority:

- .1 expose or make an opening of any kind in an Authority Water Main;
- .2 make any connection with any approved Water Service Line; or
- .3 make use of water supplied by the Authority.

501.3 Any Person who causes or allows water supplied by the Authority to be used in any fixture or for any purpose when there is no approved water contract on file with the Authority, upon discovery of the use, shall be charged the applicable water rate from the preceding January 1. The Authority shall terminate the supply of water to the Premises until an approved contract has been signed and filed with the Authority.

501.4 Without limiting its rights under the law, the Authority and its authorized agents and contractors may enter and inspect any property at reasonable times to ascertain the existence of unnecessary flow or leakage of water, to read the Meter or Remote Reading Device, or to repair or replace the Meter or Remote Reading Device.

502.0 Prohibited conduct

502.1 No Person shall:

- .1 damage, injure or displace, by willful, careless, or negligent act, any pipe, Curb Stop, hydrant, reservoir ground, engine or anything else pertaining to the Authority's water facilities;
- .2 throw or place dirt, stones, animals, or any other articles or liquids into a reservoir;
- .3 enter a reservoir;
- .4 open or tamper with a reservoir cover;
- .5 cause any waste of water;
- .6 allow water to unnecessarily flow from his or her property or Premises; or
- .7 use water for any purpose other than hygienic, culinary or other necessary household or business purposes without an agreement to that effect.

503.0 Water service connections

- 503.1 All applications for water service connections shall require separate Water Service Line connections, a Meter and Backflow prevention device for domestic water service, and a double detector check valve with a by-pass Meter for fire protection systems if fire protection systems are required by applicable building codes and/or are indicated on the application. Upon the request of the applicant and the recommendation of the applicant's engineer, a one tap, one service line connection capable of supplying the water volume demand for domestic and fire protection systems may be permitted at the discretion of the Authority.
- 503.2 Not more than one Premises shall be supplied with water from a single connection to the Authority Water Main without the written approval of the Authority.
- 503.3 No Person shall cross connect any well, cistern, spring or other source of water with any line supplying Authority water without the written consent of the Authority and in accordance with all applicable Rules and Regulations.

504.0 Conversion of Party Water Service Lines

- 504.1 Within 6 months of receiving a directive from the Authority to do so, Residential Property Owners whose properties are served by a Party Water Service Line, either metered or flat, and other Residential Property Owners whose properties are provided with water under a flat rate are required to have an individual Water Service Line installed, and to obtain and have installed an individual Meter of a size, type, and setting approved by the Authority. Installation and the cost of installation of the Water Service Line from the residence to the Curb Stop is the responsibility of the property Owner. Installation and the cost of installation of the Water Service Line from the Water Main to and including the Curb Stop is the responsibility of the Authority. No tap fee will be imposed under these circumstances, and the property Owner may apply to the Authority for the supply of a Meter without charge. All plans for installation of the Water Service Lines and the scheduling of such work is subject to the permitting process and the prior approval of the Authority.
- 504.2 Within 6 months of receiving a directive from the Authority to do so, Business Use Property Owners whose properties are provided with water under a flat rate or are served by a Party Service Water Line are required to obtain and install a Meter of a size, type, and setting approved by the Authority and a Backflow prevention device approved by the Authority. The installation and the cost of installing the entire Water Service Line, including the Corporation Stop or mechanical joint tee, is the responsibility of the property Owner. No tap fee will be imposed under these circumstances, and the property Owner may apply to the Authority for the supply of a Meter without charge. All plans for installation of the Water Service Lines and the scheduling of such work shall be subject to the permitting process and the prior approval of the Authority.

505.0 Specifications for water service connections

- 505.1 A sufficient Curb Stop shall be affixed to every Water Service Line or private water main 2 inches in diameter and smaller and, except with the written consent of the Authority, shall be placed within 12 inches of the curb line of the street in which the Water Main is located.
- 505.2 Specifications for water service connections to residential Developments larger than a Single Family Residential Development and for all Business Use Property Developments are contained in the Procedures Manual for Developers.

505.3 An approved Curb Box shall be installed over every Curb Stop, allowing free access to the Curb Stop. The Curb Box, including the lid, shall be even with the existing grade of the ground surface and readily distinguishable to facilitate Authority access to the Curb Stop.

506.0 Ownership and maintenance of Water Service Lines

506.1 For Water Service Lines of 1 inch in diameter or less serving a Single Family Residential Development, the Authority has maintenance responsibility for the Curb Stop, the Curb Box, and for that portion of the Water Service Line running from the Curb Stop to the Water Main. The property Owner owns and is responsible for the maintenance of that portion of the Water Service Line running from the Premises being served with Authority water to the Curb Stop, including the connection to the Curb Stop but not the Curb Stop itself.

- .1 Except as provided in section 506.1.3 below, where connection of the property Owner's Water Service Line to the Authority's Curb Stop is not possible due to the condition of the Curb Stop, the Authority will replace the Curb Stop, upon request, at no cost to the property Owner.
- .2 Should the property Owner observe any condition that interferes with the use or safety of the Curb Box, such as an open or damaged Curb Box lid, an uneven condition of the Curb Box and the adjacent ground surface, or a condition that could impair access to the Curb Box, the property Owner shall contact the Authority for repair or replacement of the Curb Box. Except as provided in section 506.1.3 below, the repair or replacement of the Curb Box will be performed at the Authority's cost.
- .3 Customers and property Owners may not cover, obscure, damage, tamper, or interfere with the Curb Stop or Curb Box. Customers and property Owners shall not interfere in any way with the Authority's access to or use of the Curb Stop. If the Curb Box or Curb Stop is damaged by the Customer or property Owner, or the Curb Box or Curb Stop is covered so as to preclude or interfere with access, the Customer or property Owner is responsible for the cost of the Authority's work in uncovering, repairing, or replacing the Curb Stop and/or Curb Box, and for the cost of restoring adjacent landscaping, sidewalks, or other property affected by the work. The Authority will invoice the Customer or property Owner for the Authority's costs of repair or replacement and restoration. Invoicing, payment, and collection will be in accordance with Chapter 3 of these Rules and Regulations.
- .4 Customers and property Owners may not use or operate the Curb Stop. When water service has been terminated in accordance with these Rules and Regulations, only the Authority or a Person authorized by the Authority shall operate the Curb Stop to restore service. Unauthorized use of the Curb Stop to restore service may be theft of water service subject to a fine in the amount of \$500.00 and to prosecution under applicable law. Further, such unauthorized operation of the Curb Stop will result in charges for all water used, termination charges, and such other deposits, charges, or fees authorized by these Rules and Regulations.

506.2 If the Owner of a Single Family Residential Development installs or wishes to have installed a Water Service Line greater than 1-inch in diameter, then ownership and maintenance responsibility for the entire Water Service Line, from the Premises being served with Authority water up to and including the connection of the Water Service Line to the Authority Water Main, including the Curb Stop and Curb Box, and the Corporation Stop or mechanical joint tee, lies with the property Owner. This section 506.2 shall apply to all installations of Water Services Lines to Single Family Residential Developments following the effective date of these Revised Rules and Regulations.

506.3 Ownership of Water Service Lines serving Business Use Properties and multi-unit Residential Properties, from the Premises being served with Authority water through the Curb Stop and Curb Box, and up to and including the connection of the Water Service Line to the Authority Water Main, whether that connection is made by a Corporation Stop or a mechanical joint tee, lies with the property Owner, and the property Owner shall be responsible for maintenance of the Water Service Line as so described.

506.4 Where a Person permits water to leak or flow unnecessarily from a Water Service Line or from any pipe, fixture or appliance onto property the Person owns or occupies, and the Authority gives written notice of the leak or other problem to the property Owner or Occupant, the property Owner or Occupant shall have 5 business days in which to make necessary repairs. Should no action be taken within the allowable 5-day period, the Authority may assess a daily charge for each day after such allowable 5-day period in which the waste of water continues or, in the Authority's discretion, may terminate water service to the Premises until the leak or other condition is repaired. The daily charge shall be equivalent to the monthly minimum Meter charge that is predicated upon the Meter size supplying a particular account.

507.0 Water metering requirements generally

507.1 In general, service connections to the Authority's Water Mains shall be measured by an Authority Meter and Remote Reading Device of a size, type and setting approved by the Authority for the purpose of recording usage and for billing and collecting charges for water and services provided by the Authority.

507.2 All Authority Customers shall, as a condition of continued service, have the following responsibilities:

- .1 provide access to the Customer's Premises for installation or replacement of a Meter and Remote Reading Device;
- .2 allow the installation of a new or replacement Meter and/or Remote Reading Device;
- .3 provide clear and free access to the area around the Meter and the Remote Reading Device; and
- .4 provide a working shut-off valve and plumbing that is in good condition adjacent to the Meter.

507.3 Owners and/or Customers are required to notify the Authority immediately if there is no functioning Meter or Remote Reading Device for recording and reflecting usage at any Premises served by the Authority Water Mains.

508.0 Location of Meter and Remote Reading Device

508.1 The Meter location must provide ready accessibility for Meter installation, repair, or replacement. If it does not, the Authority may require the property Owner to change the plumbing at the property Owner's cost.

508.2 Where a Meter is installed inside a building, the Remote Reading Device shall be installed on the outside wall of the Premises or building being served at the driveway or at any other location that in the Authority's judgment is accessible under most conditions. It shall be securely attached to the building at a level between 3-1/2 and 4-1/2 feet above grade, outside of any fenced-in areas if possible, and clear of obstructions. It shall be located on the front of the building or on a side near the front. If two buildings are separated by a driveway, it shall be located on the sides of the

buildings facing each other to facilitate reading. Exceptions to these location requirements will be made only if approved by the Authority in writing.

508.3 See the Authority's Procedures Manual for Developers for requirements on Meter placement for new construction.

509.0 Ownership, maintenance, testing, and replacement of Meters and Remote Reading Devices

509.1 Meters and Remote Reading Devices are secured through the Authority. Upon installation, the Meter and the Remote Reading Device remain or become the property of the Authority and, subject to these Rules and Regulations, the Authority will test, maintain, repair, and replace the Meter and the Remote Reading Device so that they will perform in accordance with accepted utility standards.

509.2 Owners are responsible for protecting the Meter from damage and from freezing, and for protecting the Remote Reading Device from damage. Customers may not disconnect, move, or remove the Meter or Remote Reading Device without the written consent of the Authority.

509.4 The Authority shall designate a Meter size appropriate to the Customer's projected flows, so as to assure accurate registration of water use without excessive wear.

.1 If a Meter shows excessive wear due to excessive rates of flow (as defined by the Meter standards set by the American Water Works Association), the Authority may require the property Owner to increase the size of the service connection and Meter, or to provide an additional water service connection and Meter.

.2 If a Meter is registering low water use for the size of the chosen Meter, such that the Meter is inaccurately registering water use, the Authority may require the property Owner to decrease the size of the Meter to improve accuracy.

.3 The Authority may also direct the replacement of meters that are old, worn, or of outdated technology with new meters of the same or different size.

.4 The responsibility for plumbing leading to and from the Meter and for the container or structure supporting the Meter, including any modifications required by a change in Meter size or model, lies with the Customer or Owner.

509.5 A Customer experiencing or anticipating a reduction in flows may submit a downsizing request to the Authority, and the Authority will replace the existing Meter with a Meter of a smaller size at no cost to the Customer. The responsibility for changes in plumbing to support the smaller Meter lies with the Customer. Should the Customer later wish to further change the size of the Meter, the cost of the second replacement Meter will be the Customer's responsibility.

509.6 A Customer may apply to the Authority for a test of the accuracy of a Meter. The cost of the testing shall be billed to and paid by the Customer except as provided in this section 509.

.1 If, upon testing, the Meter is found not to be registering in accordance with the current American Water Works Association standard for that size and type Meter, then the Customer shall not be charged for the test. If the test demonstrates that the Meter was over-registering the customer's consumption, then the Authority shall review the billing history of the tested Meter for a period not to exceed twenty-four months on the basis of the corrected registration, and revise the account and the bill as necessary. Provided, however, that where the inaccuracy of the Meter is attributable to the Owner's or Customer's negligent failure to protect the Meter or Remote Reading Device from damage, then the testing cost will be the Customer's responsibility and no adjustment of the bills will be made.

Adopted 7/19/2013, amended 7/25/2014, amended 3/23/2018

- 509.7 Except as may be otherwise provided by written agreement executed by the Authority, ownership of the Meter crock or vault, including the cover of the crock or vault, the piping, valves, and appurtenances, and the other supporting or protective structure for the Meter lies with the Owner or Customer, and the Owner or Customer has the responsibility to maintain and replace the crock or vault, and the cover of the crock or vault, as necessary for proper operation and reading of the Meter and for the public safety.
- 509.8 The Owner and/or Customer shall not arrange for, establish, or permit to continue any plumbing arrangement that can be used to bypass the Meter, or allow unmetered water to enter the Premises, or in any way limit the Meter's effectiveness in measuring water consumption. The Authority may suspend water service to any property with such an illegal connection or condition until that connection or condition has been corrected to the satisfaction of the Authority. Such connection or condition may constitute a theft of water service, and the responsible parties may be fined or otherwise prosecuted under applicable law.
- 509.9 Where a Meter or a Remote Reading Device malfunctions due to failure to maintain connected plumbing or is stolen, vandalized, or damaged by abuse or through neglect, a new Meter and/or Remote Reading Device must be secured from the Authority and installed at the expense of the property Owner. During the period the Meter malfunctions or is absent, the Authority shall assess double the flat rate charges as set forth in section 301.3 of these Rules and Regulations. The assessment shall be continued until a Meter of a size, type, and setting approved by the Authority is installed and operating properly. All work will be done at the expense of the property Owner.
- 510.0 Metering by Owner**
- 510.1 Owners may install private, secondary meters or sub-meters in their properties to measure water used by tenants or otherwise for their own purposes. Such meters shall be purchased, maintained, and repaired at the property Owner's expense, and they may be installed only on the Premises side of the Authority Meter. Responsibility for use, operation, and maintenance of such secondary meters or sub-meters lies with the property Owner.
- 511.0 Backflow prevention**
- 511.1 Water Service Lines serving Business Use Properties shall be equipped with an approved Backflow device as required by section 608 of the Health Department's Plumbing Code. Responsibility for supply, installation, and maintenance of the approved Backflow device lies with the property Owner. If the Owner of a Business Use Property fails to install an approved Backflow prevention device or installs a Backflow prevention device not approved for the application, the Authority will give the property Owner notice of the required installation. Thereafter, the property Owner will have 45 days to have an approved device installed and tested and to deliver certification of the test to the Authority. Should the Business Use Property Owner fail to have the appropriate device installed and tested and to deliver the required certification to the Authority, the Authority may terminate water service to the property.
- 511.2 Owners of all Business Use Properties are required to have all Backflow prevention devices tested at the time of installation and annually thereafter and to certify to the Authority that the device is operating satisfactorily. The Authority will send the required annual test report form to the property Owner or the Owner's designated agent at the mailing address on file with the Authority. The property Owner must have the device tested by a certified tester, complete the test report form, and return the form to the Authority with the required certification within 30 days of receiving it. Test reports are subject to an administrative charge and, if submitted after the due date, a late fee, as reflected in section 304.1 of these Rules and Regulations. Should the Business Use Property Owner fail to return the appropriately completed form within 45 days of receiving it, the Authority may terminate water service to the property.

512.0 Fire protection systems

- 512.1 The Authority does not warrant or represent that the existing water supply system is adequate in any location or circumstance for the successful operation of fire protection systems that may be required by law or selected by the property Owner. It is the responsibility of the property Owner, at the property Owner's expense, to evaluate the adequacy of the existing water supply system, and to secure any and all equipment and any necessary alternative power source should the existing water system be inadequate to start or maintain the operation of the fire protection system.
- 512.2 Fire protection systems must comply with National Fire Protection Association Standard 13D adopted by the Health Department.
- 512.3 The Authority's requirements for fire protection systems for Business Use Properties and for Residential Properties other than Single Family Residential Developments can be found in the Procedures Manual for Developers.
- 512.4 Where fire protection systems are required by law to be installed in Single Family Residential Developments or where the Owner of such a development elects to install a fire protection system, it is the responsibility of the property Owner, at the property Owner's expense:
- .1 to determine whether the existing water system has adequate pressure and/or volume to start and maintain the operation of the proposed fire protection system;
 - .2 if the existing water system has inadequate pressure and/or volume to operate the proposed fire protection system, to redesign the fire protection system to adjust the pressure required or to install a pressure pump and any necessary alternate power source for the operation of the pump;
 - .3 if necessary, to secure from the Authority and have installed a 1-inch Meter; and
 - .4 to install an appropriate fire protection system, in accordance with all applicable codes, rules, and regulations.
- 512.5 The Authority shall have no responsibility and no liability for the design, installation, inspection, operation, or repair of fire protection systems, Backflow prevention devices, or any necessary pressure pumps or alternative power sources. The Authority has no responsibility and no liability for the failure of any such systems.
- 512.6 Should the Authority terminate water service to a Customer in accordance with these Rules and Regulations, the Authority shall have no responsibility to supply water to the Customer's fire protection systems and no liability for the failure of the fire protection systems to suppress a fire.

513.0 Hydrants

- 513.1 The Authority regulates the use of water from all hydrants, including private hydrants.
- 513.2 No Person other than the Authority and the City shall use any Authority hydrant without first securing a permit from the Authority. Use of the hydrant shall be on the terms stated in the permit. Permit fees are specified in section 305.2 of these Rules and Regulations.
- 513.3 A hydrant permit applies only to the specific hydrant or hydrants identified in the permit.

Adopted 7/19/2013, amended 7/25/2014, amended 3/23/2018

- 513.4 Except where expressly approved by the Authority, the use of Authority hydrants, by Persons other than the Authority or the City, in freezing weather or when the ground is frozen is not permitted, even if the Authority has issued a permit. The outside air temperature must be at least 40 degrees Fahrenheit and rising before a hydrant may be opened.
- 513.5 The Authority may decline to issue a hydrant permit or may cancel a hydrant permit in cases of water shortage, cold weather, damage to private or City property resulting from hydrant use, prior or existing violations of a hydrant permit, or whenever the public interest so requires.
- 514.0 Termination of water service connections; removal of abandoned or unused Water Service Lines**
- 514.1 An Owner of a Single Family Residential Development intending to terminate the water service connection to the property must complete a Tap Termination Permit Application.
- 514.2 Requirements for termination of water service connections to properties other than Single Family Residential Developments can be found in the Procedures Manual for Developers.
- 514.3 Removal of those portions of abandoned or unused Water Service Lines owned by the property Owner, as provided in section 506 of these Rules and Regulations, is the responsibility of the property Owner. Absent the written agreement of the Authority to the contrary, should the Authority remove an Owner's unused Water Service Lines, the cost of their removal shall be a lien upon the property.

CHAPTER 6 SEWERS

601.0 Sewer use generally

601.1 No Person* shall connect a private sewer, Storm Sewer or Sanitary Sewer to an Authority Sewer System without first obtaining a permit from the Authority.

601.2 No Person shall do any of the following without the written authorization of the Authority:

- .1 make an opening of any kind in an Authority Sewer Main; or
- .2 make any connection with any Sewer Lateral.

601.3 The Authority may require the Owner of any structure located within the Authority's service area that has access to a public Storm Sewer, Sanitary Sewer, or Combination Sewer to connect to the applicable public sewer or sewers by means of Sewer Laterals constructed, at the property Owner's cost, of materials and in a manner acceptable to the Authority and to the Health Department.

- .1 No structure shall be used or occupied as a Dwelling Unit if the structure or Premises does not have an approved connection with the Authority Sewer System or alternate sewage facilities approved by the Health Department.

602.0 Prohibited conduct

602.1 No Person shall:

- .1 Damage, injure or displace, by willful, careless or negligent act, any Sanitary Sewer, Combined Sewer, or Storm Sewer operated and maintained by the Authority, or any portion or component thereof, or anything else pertaining to the Authority's Sewer System.
- .2 Throw, discard, discharge, or otherwise place or allow to flow or enter into the water of any fountain, pond, lake, stream, or other body of water in or adjacent to any park or any tributary, stream, Storm Sewer or drain flowing into such waters, any hazardous materials or other substances that the person knows or should know will result in pollution of the water.
- .3 Open, remove or in any way disturb or tamper with the lid, grate, or cover of any manhole, inlet, or catch basin that is a part of the Authority's Sewer System.

602.2 No Person shall discharge or permit the discharge or infiltration of any of the following substances into any Authority sewer:

- .1 mineral acids, waste acid, pickling or plating liquors from the pickling or plating of iron, steel, brass, copper, or chromium, or any other dissolved or solid substances, in such amounts that shall endanger health or safety, interfere with the flow in sewers, attack or corrode sewers, or otherwise interfere with the operation of the Sewer System or ALCOSAN;
- .2 cyanides or cyanogen compounds capable of liberating hydrocyanic gas on acidification;

* Words with initial capital letters are defined in section 102.0 of these Rules and Regulations.

- .3 gas tar, phenols in concentrations greater than 60 parts per million, residues from petroleum storage, refining or processing, excess fuel or lubricating oil, gasoline, naphtha, benzene, or explosive, flammable liquids, solids, or gases;
- .4 ashes, cinders, sand, mud, lime, or acetylene sludges, straw, shavings, metals, glass, rags, feathers, tar, plastics, wood, sawdust, paunch manure, hair, hides, dead animals, spent mash and grain, pulp from food processing, water or wastes containing excess grease, cement or cementitious materials, or any other solid, semi-solid, or viscous substances capable of causing obstruction to the flow in sewers or other interference with the proper operation of the Authority's or ALCOSAN's facilities;
- .1 the combined concentration of oil and grease shall not exceed 200 parts per million;
- .5 sludges or other materials from septic tanks or similar facilities or from sewage or industrial waste treatment plants or from water treatment plants, unless the discharge of such sludges and other materials is permitted by existing permits, regulations, code, or orders of the Authority, the City, the Health Department, ALCOSAN, or the Commonwealth;
- .6 garbage, whether ground or not, except properly shredded garbage in a private Dwelling Unit, hotel, commercial restaurant, or retail food store resulting from the proper use of a garbage grinder or disposer of a type approved by the City, the Health Department, or ALCOSAN and maintained in good operating condition;
- .7 water or wastes having a pH lower than 5.0 or higher than 10.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment, or individuals;
- .8 any industrial, commercial, or medical waste or discharge that violates Categorical or General Pretreatment Standards as established by authorized agencies of the federal government or of the Commonwealth of Pennsylvania or which violates specific ALCOSAN discharge standards;
- .9 any waste that exceeds the naturally occurring background levels for alpha, beta, or gamma radiation or any Wastewater containing any radioactive wastes or isotopes of half-life or concentration not in compliance with applicable federal or state regulations;
- .10 any wastes that are defined or listed as hazardous under the laws and regulations of the federal government or the Commonwealth of Pennsylvania; or
- .11 any noxious or malodorous liquids, gases, or solids that either singly or in combination with other wastes may create a public nuisance or adversely affect public health or safety.

602.3 Penalties and damages:

- .1 The Authority will refer to the City for prosecution as a summary offense any violation of section 602.1 or 602.2 of these Rules and Regulations. Any Person who is found to have violated any of these provisions shall, upon conviction, be punished by a fine of \$300.00 for each offense, recoverable with costs, and in default of payment of the fine and costs, shall be subject to imprisonment for a period not exceeding 30 days. Each day that a violation is continued shall constitute a separate offense. If the offender is a partnership or association, the penalty may be imposed upon the partners or members thereof. If the offender is a corporation, the penalty may be imposed upon the officers thereof.

- .2 Any Person who willfully or negligently discharges or permits the discharge into an Authority sewer of any substance prohibited by section 602.2 shall be responsible for the containment, clean up, abatement, removal, and disposal of any pollutant or obstructing substance or material discharged into the Sewer System. The Authority shall give notice to such Person that a violation has occurred and shall require such Person to immediately contain, clean up, abate, remove, and dispose of the discharge. Such notice shall be sufficient if hand delivered or mailed to the Person at the person's last known address.
 - .3 If a Person notified under section 602.3.2 fails to comply with the notice, the Authority may perform the containment, clean up, abatement, removal, and disposal of the discharge. Costs incurred by the Authority in such activities shall be charged to the Person notified.
 - .4 When the Authority determines that a discharge to the Sewer System in violation of this section has caused an imminent threat to human health or the environment, the Authority may contain, clean up, abate, remove, and dispose of any such discharge without prior notice. Costs incurred in such activities shall be charged to the Person who has violated this section 602.
 - .5 When the Authority charges its costs to a Person under this section 602.3.2, 602.3.3, or 602.3.4, such charges shall be due within 30 days of the date the bill is rendered. If the charges remain unpaid more than 30 days after the date the bill is rendered, a lien in the amount of the bill shall be recorded against the property causing the discharge.
 - .6 The penalties and remedies contained in this section 602 shall be cumulative, not exclusive. Further, the penalties and remedies contained herein shall be in addition to any other penalties or remedies available under federal, state, or local laws, regulations or ordinances.
- 602.4 No Owner or Occupant of any real property fronting a street shall fail to keep the street gutters open and clear of refuse, debris, snow, and ice, so as to prevent an obstruction of the street gutters.
- 603.0 Sewer Lateral connections**
- 603.1 All connections to the Authority's Sanitary Sewers, Combined Sewers, and Storm Sewers shall be made in conformity with plans and specifications approved by the Authority and shall be subject to the Authority's inspection.
 - 603.2 Requirements for connections to Authority Sanitary Sewer, Combined Sewer, or Storm Sewer Mains for residential Development greater than a single family residence or involving proposed flows of greater than 799 gallons per day, and for Business Use Properties, are contained in the Authority's Procedures Manual for Developers, which is incorporated in these Rules and Regulations and made a part hereof.
 - 603.3 A Small Residential Development involving some change in use or change in Wastewater flow, but not involving new sewer taps or connections, need not submit tap-in drawings, but a Customer Application, Sewer Lateral Connection Application or other completed forms, available at the Authority's permit counter, may be required.
- 604.0 Specifications For Sewer Laterals**
- 604.1 Sewer Laterals shall be designed, constructed, and installed in compliance with Health Department regulations and requirements.

605.0 Ownership and maintenance of Sewer Laterals

- 605.1 Ownership of Sewer Laterals serving Residential Properties and Business Use Properties, up to and including the connection of the Sewer Lateral to the Sewer Main, lies with the property Owner. The property Owner is responsible for the operation, inspection, maintenance, repair, replacement, abandonment, and removal of the Sewer Lateral as so described.
- 605.2 Should the condition of a Sewer Lateral be such that there is a risk to public health or safety or of damage to public property, and the property Owner fails to take prompt action to cure the problem following notice to do so, the Authority shall have the right, but not the duty, to make the necessary repair or replacement and to charge the property Owner with the reasonable cost of the repair or replacement. Should the property Owner fail to reimburse the Authority within 30 days of the Authority's Invoice therefor, the Authority shall have the right to file a lien against the property or properties served by the Sewer Lateral.

606.0 Ownership and maintenance of Storm Sewers

- 606.1 The Authority has a duty to operate, maintain, inspect, repair, replace or abandon only those Storm Sewers that are a part of or connected to the public Sewer System and that fall into one of the following classifications:
- .1 Storm Sewers leased to the Authority by the City under the Capital Lease Agreement effective July 27, 1995, as amended;
 - .2 Storm Sewers constructed by the City or the Authority for public use since July 27, 1995; and
 - .3 Storm Sewers dedicated to public use and accepted by the Authority on or after July 27, 1995.
- 606.2 Storm sewers that have been created or constructed by parties other than the City or the Authority, that have never been dedicated to or accepted for public use, or that do not connect to any of the Authority's Sewer Mains are not owned by the City or the Authority, and neither the City nor the Authority has any responsibility for their condition, operation, maintenance, inspection, repair, replacement, or abandonment. Responsibility for such private or common storm sewers lies with the Owners of the property or properties served by them.

607.0 Illegal Surface Storm Water Connections

- 607.1 No Person shall construct, install, maintain, repair, operate, use or allow an Illegal Surface Storm Water Connection on real estate that Person owns. This prohibition expressly includes, without limitation, Illegal Surface Storm Water Connections made prior to the effective date of the Dye Testing Ordinance and prior to the effective date of these Rules and Regulations.

608.0 Sales of real property and City Lien Verification Letters

- 608.1 A request to the City for a City Lien Verification Letter must be accompanied by:
- .1 a valid Evidence of Compliance Statement; or
 - .2 a valid Temporary Evidence of Compliance Statement.

609.0 Applications for Evidence of Compliance Statement

- 609.1 Any Person selling real property located within the City shall apply to the Authority for an Evidence of Compliance Statement at least 14 days in advance of the date of closing and shall pay the required application fee. The application for an Evidence of Compliance Statement may be found at www.pgh2o.com/dyetest.htm or by calling 412-255-0801.
- 609.2 If the Authority determines that the real property is served by a Combined Sewer, the Authority shall issue a certified Evidence of Compliance Statement within 7 business days of the Authority's receipt of the properly completed application therefor.
- 609.3 If the Authority determines that the real property is served by a Sanitary Sewer, then within 7 business days of its receipt of the properly completed application for an Evidence Of Compliance Statement, the Authority shall notify the applicant that a Dye Test is required and provide the applicant with a Dye Testing Results Form.

610.0 Sales of vacant, undeveloped property

- 610.1 Where the real property proposed for sale is vacant property upon which no buildings or structures exist, the applicant for an Evidence of Compliance Statement shall so indicate and, within 7 business days of receipt of the application, the Authority shall conduct a visual inspection of the property to verify that there are no Illegal Surface Storm Water Connections.
- 610.2 If the Authority verifies upon visual inspection that there are no Illegal Surface Storm Water Connections on the property, the Authority shall issue an Evidence of Compliance Statement within 3 business days of the visual inspection.
- 610.3 If the Authority determines upon visual inspection that there are possible Illegal Surface Storm Water Connections on the property, then within 3 business days of the visual inspection, the Authority shall notify the applicant by issuance of a letter that a Dye Test is required as provided under section 612 of these Rules and Regulations.

611.0 Intended demolition of buildings and structures

- 611.1 If the buyer of real property located within a portion of the City served by Sanitary Sewers intends to demolish all existing buildings and/or structures on the property, the application for the Evidence of Compliance Statement shall so indicate.
- 611.2 The Authority shall issue an Evidence of Compliance Statement to the Person buying the real property within 7 business days of the Authority's receipt of the appropriately completed application for Evidence of Compliance Statement and a sworn affidavit from the buyer acknowledging that if all buildings and structures on the property are not demolished within 1 year of the date of closing, that the Evidence of Compliance Statement will be null and void and the Person must conduct a Dye Test of the property in accordance with section 612 of these Rules and Regulations.

612.0 Dye testing

- 612.1 Except for visual inspection requests for vacant properties containing no buildings or structures pursuant to section 610 of these Rules and Regulations, and sales that are exempt under the Dye Testing Ordinance, any Person selling real property located within the City shall have a Registered Plumber perform a Dye Test on the property to be sold.

- 612.2 Upon completion of the Dye Test, the Registered Plumber shall complete the Dye Testing Results Form confirming that the dye testing has been completed and certifying the results of the Dye Test.
- 612.3 If the Registered Plumber certifies that there are no Illegal Surface Storm Water Connections on the property to be sold, the Authority shall issue a certified Evidence of Compliance Statement within 7 business days of the Authority's receipt of the properly completed Dye Test Results Form.
- 612.4 If the Dye Test reveals the existence of an Illegal Surface Storm Water Connection, the Registered Plumber shall certify that there is an Illegal Surface Storm Water Connection on the real property.
- 612.5 If one or more Illegal Surface Storm Water Connections exist on the real property, the Authority will not issue an Evidence of Compliance Statement until the connection or connections have been disconnected or removed as required by section 616 of these Rules and Regulations and the disconnection and removal has been certified by a Registered Plumber.
- 612.6 The Authority shall issue a certified Evidence of Compliance Statement within 7 business days of the Authority's receipt of:
- .1 a properly completed statement by a Registered Plumber describing and certifying the disconnection and removal of the Illegal Surface Storm Water Connection; or
 - .2 verification that the real property in question is not located in an area served by Sanitary Sewers.
- 612.7 A certified Evidence of Compliance Statement shall be valid for 3 years following the date of its issuance. If any additions are made to the property within the 3 year period, certification that the addition has no Illegal Storm Water Connections shall be provided to the Authority by a Registered Plumber. Provided, however, that if the Evidence of Compliance Statement is issued because the property in question is served by a Combination Sewer, and the public sewers serving the property are divided into separate Sanitary Sewers and Storm Sewers within the 3-year period, then the Evidence of Compliance Statement will automatically expire.
- 613.0 Application for Temporary Evidence of Compliance Statement due to inclement weather**
- 613.1 In the event that weather conditions or other factors do not permit a Dye Test to be done in a timely manner, the sellers and the buyers of the real property may submit a signed agreement promising that dye testing will be completed as soon as conditions permit. The agreement must provide that the buyer of the real property will be responsible for the performance of the Dye Test.
- 613.2 An Application for a Temporary Evidence of Compliance Statement must be accompanied by the agreement and by a \$1,000.00 security deposit in the form of cash, certified check, or cashier's check to guarantee that the Dye Test will be completed. The security deposit will be returned to the applicant after a Registered Plumber certifies that the Dye Test has been completed.
- 613.3 Once conditions permit the performance of the Dye Test, the test shall be performed, the results certified, and the Evidence of Compliance Statement issued as provided in section 612 of these Rules and Regulations.

614.0 Application for Temporary Evidence of Compliance Statement with present Illegal Surface Storm Water Connection

614.1 In the event an Illegal Surface Storm Water Connection is discovered during the performance of a Dye Test or otherwise, and the necessary remediation of the condition would require a length of time to perform such that it would create an undue hardship on the applicant to perform prior to the date of closing on the sale of the real property, the applicant may apply to the Authority for a Temporary Evidence of Compliance Statement, which must be accompanied by the following:

- .1 a bona fide, executed agreement between the applicant and a Registered Plumber requiring the Registered Plumber to complete the necessary remedial work to correct and/or disconnect and remove the Illegal Surface Storm Water Connection, and granting the Authority the right and power to enforce the contract as a third-party beneficiary;
- .2 a security deposit in the form of cash, a certified check, or a cashier's check in the amount of 120 percent of the contract described in section 614.1.1 above, which will be held by the Authority in a non-interest bearing account and returned to the applicant upon the Authority's receipt of a properly completed statement by a Registered Plumber describing and certifying the disconnection and removal of the Illegal Surface Storm Water Connection; and
- .3 a written acknowledgement and notarized agreement in which the buyer agrees to be responsible for all cost overruns related to the remedial work, together with the grant to the Authority of a license to enter upon the property to complete the work at the expense and cost of the buyer should the contractor or the applicant default on the agreement.

614.2 Should the Authority issue a Temporary Evidence of Compliance Statement, it will be effective for no more than 60 days. The expiration date of the Temporary Evidence of Compliance Statement will be clearly noted on the Statement.

614.3 Remediation of the Illegal Surface Storm Water Connections shall proceed as required by sections 616 and 617 of these Rules and Regulations.

614.4 If, upon the expiration of the Temporary Evidence of Compliance Statement, the Authority has not received certification from a Registered Plumber that the Illegal Surface Storm Water Connection has been remedied, then the Authority may use the cash security, or a portion of the cash security, to have the required remedial work completed. Any balance remaining in the security deposit will be returned to the buyer. Any additional cost of the remedial work, in excess of the security deposit, will be the sole and exclusive responsibility of the buyer and will constitute a lien against the property.

615.0 Permit requirements of other government entities

615.1 Prior to the commencement of any remedial work on the Illegal Surface Storm Water Connection, all necessary and required building permits, street opening permits, sidewalk opening permits, tap-in permits and fees, and other approvals and permits that may be necessary to accomplish the disconnection and redirection of the Storm Water shall be obtained.

616.0 Methods of Illegal Surface Storm Water disconnections

- 616.1 Acceptable remediation of an Illegal Storm Water Connection to the Sanitary Sewer shall mean that the Illegal Storm Water Connection is disconnected from the Sanitary Sewer, the access point to the Sanitary Sewer is capped and sealed, and the private storm Sewer Lateral redirected as directed by the Health Department.
- 616.2 In no event is Storm Water to be collected and discharged upon or across public sidewalks or upon public streets, or discharged upon adjacent property owned by another person.

617.0 Completion of Illegal Surface Storm Water disconnections

- 617.1 After disconnection of the Illegal Surface Storm Water Connection to the Sanitary Sewer and the redirection of the Storm Water, the real property shall be Dye Tested again to demonstrate that all Illegal Surface Storm Water Connections have been remedied.
- 617.2 The disconnection and the successful repeat Dye Test shall be certified by a Registered Plumber on a Dye Testing Results Form submitted to the Authority.
- 617.3 The Authority shall issue an Evidence of Compliance Statement within 7 business days of the submission of the appropriately completed Dye Testing Results Form.

618.0 Rejection of applications

- 618.1 The Authority may reject an application for an Evidence of Compliance Statement or a Temporary Evidence of Compliance Statement whenever the requirements of the Dye Testing Ordinance or of these Rules and Regulations have not been met.
- 618.2 In rejecting the application for an Evidence of Compliance Statement or Temporary Evidence of Compliance Statement, the Authority shall specify the nature of the deficiency and what action or actions must be taken to comply with the requirements of the Dye Testing Ordinance and/or these Rules and Regulations.
- 618.3 In the event of such a rejection, the applicant may file an appeal as set forth in section 619 of these Rules and Regulations.

619.0 Application appeals

- 619.1 Any applicant or person aggrieved by a decision of the Authority rejecting an application for an Evidence of Compliance Statement or a Temporary Evidence of Compliance Statement shall have the right to appeal to the Authority Board of Directors, provided that a written application for an appeal is made within 30 days of the date of the Authority's rejection. Appeals shall be made in writing and sent by certified mail to the Authority, to the attention of the Executive Director.
- 619.2 Any appeal made under this section shall state with specificity the reason(s) why the applicant is appealing the rejection and shall provide sufficient factual information and documentation, including a statement by a Registered Plumber or professional engineer, to support the appellant's position that the Evidence of Compliance Statement or the Temporary Evidence of Compliance Statement should have been issued by the Authority.

620.0 Fees

- 620.1 All applications for an Evidence of Compliance Statement or Temporary Evidence of Compliance Statement or for visual inspection by the Authority shall be accompanied by the appropriate application fee set from time to time by the Authority. No application shall be processed by the Authority if it is not accompanied by the applicable fee.
- 620.2 Fees for applications for Evidence or Temporary Evidence of Compliance are set forth in section 304.2 of these Rules and Regulations.

630.0 Illegal connections to public Storm Sewers

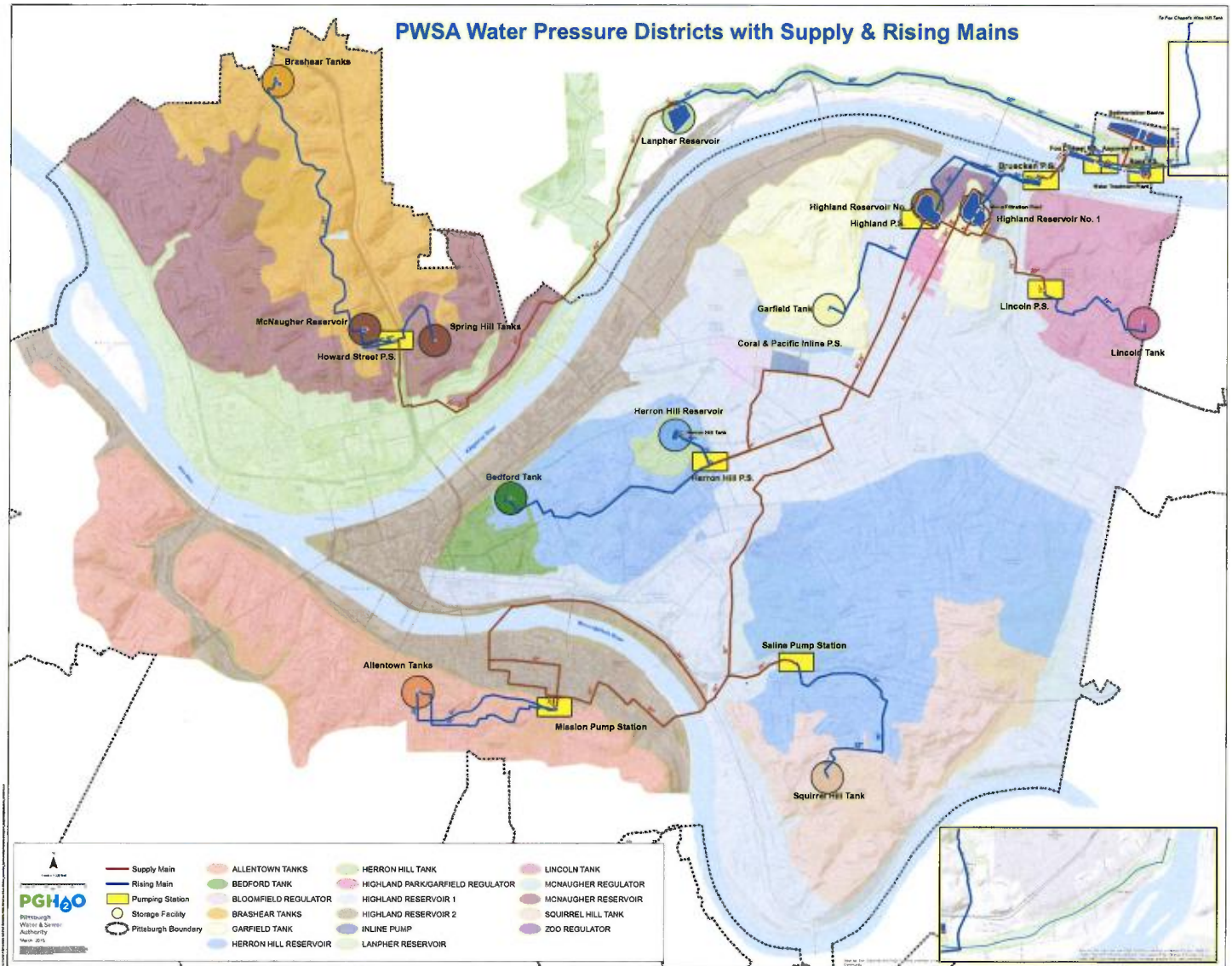
- 630.1 No Person shall construct, install, maintain, repair, operate, or use any drain or conveyance, whether on or below the surface, that allows any non-Storm Water discharge, including the discharge of Sewage, process Wastewater, or wash water, to enter the public Storm Sewers operated and maintained by the Authority. This prohibition expressly includes, without limitation, connections made prior to the effective date of the Dye Testing Ordinance and/or prior to the effective date of these Rules and Regulations.
- 630.2 Provided they do not significantly contribute to pollution of the waters of the Commonwealth, the following discharges may enter the Storm Sewers:
- .1 discharges from firefighting activities;
 - .2 potable water from sources such as de-chlorinated water lines and fire hydrant flushings;
 - .3 air conditioning condensate;
 - .4 pavement wash waters, unless contaminated by toxic or hazardous materials or detergents;
 - .5 flow from watering of lawns, unless contaminated by fertilizers or by toxic or hazardous materials;
 - .6 de-chlorinated swimming pool discharges;
 - .7 water from car washing on Residential Property, unless contaminated by detergents or toxic or hazardous materials;
 - .8 water from external washing of Residential Property or Business Use Properties, unless contaminated by detergents or toxic or hazardous materials;
 - .9 Irrigation drainage, unless contaminated by fertilizers or by toxic or hazardous materials;
 - .10 water from crawl space pumps, unless contaminated by toxic or hazardous materials;
 - .11 uncontaminated water from foundations or from footing drains;
 - .12 uncontaminated springs;
 - .13 uncontaminated flows from riparian habitats or wetlands;
 - .14 uncontaminated groundwater; and

- .15 any activity authorized by a valid Pennsylvania permit for discharge to the waters of the Commonwealth.
- 630.3 Should the Authority, the City, or the Commonwealth Department of Environmental Protection determine that any of the discharges otherwise permitted by section 630.2 significantly contribute to the pollution of the waters of the Commonwealth, then the Authority, the City or the Department of Environmental Protection will notify the responsible Person to cease the discharge.
- 640.0 Termination of Sewer Lateral connections; removal of abandoned or unused Sewer Laterals**
- 640.1 An Owner of a Small Residential Development intending to terminate a Sewer Lateral connection to the property must complete a Tap Termination Permit Application, which may be obtained from the Authority's permit counter or by calling 412-255-2443. Tap termination drawings are required only if the applicant proposes to terminate three or more taps or the termination involves more than one Dwelling Unit. The applicant must pay the termination fee to the Authority before commencing the termination work. Upon request, Authority permit counter staff will provide the applicant with the appropriate standard details for terminations.
- 640.2 Requirements for termination of Sewer Lateral connections to properties other than Small Residential Developments can be found in the Procedures Manual for Developers.
- 640.3 The applicant for a Sewer Lateral termination permit must notify the Authority three business days in advance of the termination date to permit an Authority inspector to be on site during the termination. Notice should be given to the Sewer/Service section at 412-231-0891 or 412-231-0892.
- 640.4 If the applicant chooses to terminate the connection using trenchless technology, then the applicant must conduct closed-circuit televised video ("CCTV") inspections of the pipe before and after the termination. Copies of the videos must be submitted to the Authority. All CCTV inspections must comply with current Authority standards.
- 640.5 Removal of those portions of abandoned or unused Sewer Laterals owned by the property Owner, as provided in section 605 of these Rules and Regulations, is the responsibility of the property Owner. Absent the written agreement of the Authority to the contrary, should the Authority remove an Owner's abandoned Sewer Laterals, the cost of their removal shall be a lien upon the property.

**Pittsburgh Water & Sewer Authority Service Territory Maps
as of March 30, 2018**

**M-2018-2640802 (water)
M-2018-2640803 (wastewater)**

PWSA Water Pressure Districts with Supply & Rising Mains



Water Supply & Pressure Districts Boundaries

