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January 31, 2019

Via Electronic Filing

Rosemary Chiavetta, Secretary
PA Public Utility Commission
Keystone Bldg., 2nd Floor
400 North Street
Harrisburg, PA 17120

Re: PA PUC v. Pittsburgh Water and Sewer Authority
Docket Nos. R-2018-3002645 and R-2018-3002647

Dear Secretary Chiavetta,

On January 25, 2019, a Recommended Decision ("RD") in the above captioned rate proceeding for the Pittsburgh Water and Sewer Authority ("PWSA") was issued by the presiding Administrative Law Judges ("ALJs"). The ALJs were reviewing the proposed Joint Petition for Settlement filed on November 29, 2018 which set forth a full settlement of PWSA's initial rate increase request and included PWSA's proposed initial tariffs (Exhibits 1 and 2) as revised based on the agreed-to settlement. As noted in the cover letter circulating the RD, the parties have agreed to waive their right to file exceptions to the RD.

In addition to concluding that the Joint Petition for Settlement is in the public interest and represents a "fair, just and reasonable resolution of the Commission's investigation," the RD recommended that PWSA file "as soon as possible" "corrected tariffs" which address the twenty-eight recommended corrections (hereinafter, the "Recommended Corrections") set forth in the RD. (RD at 138-139). While the corrections were characterized as mandatory, they are all part of a recommended decision and, therefore, constitute recommendations for the Commission's consideration to be addressed as part of the Commission's review of the Joint Petition for Settlement. Nonetheless, and in the interest of streamlining Commission review of the Joint Petition for Settlement to hopefully expedite PWSA's ability to put the agreed-to rates into effect as soon as possible, PWSA is submitting this letter identifying how it proposes to address each of the "corrections" in its Tariffs under consideration by the Commission. If approved by the Commission, PWSA would incorporate the proposed corrections into its Compliance Tariffs following the Commission's final order.

PWSA has shared these proposed corrections with the parties to the Joint Petition for Settlement and they have authorized us to indicate that they have no objection. PWSA respectfully requests that the Commission approve the Joint Petition for Settlement with these proposed tariff corrections as soon as possible so that PWSA may implement the Joint Petition for Settlement.

The Recommended Corrections fall into three general categories:

1. Typographical stylistic or clarifying corrections to the Settlement Tariffs as submitted;
2. Language modifications that the ALJs suggested were necessary to comply with the Commission's Regulations or the Public Utility Code; and,
3. Directive that certain tariff provisions must "address and comply" with specific provisions of the Commission's Regulations or the Public Utility Code.

A summary of how PWSA proposes to address the Recommended Corrections is set forth in Attachments 1 and 2 included herein. Each Attachment includes a summary sheet of the changes as well as the redline pages implementing the correction for each tariff. These redlined Tariffs make all the corrections and stylistic changes suggested by the RD (category 1 above) and attempt to revise provisions where the RD directed specific revisions to make them compliant with applicable law or regulation according to the ALJs (category 2).

However, because all of the category 3 changes noted above ("address and comply" with various provisions of the Code or Regulations) are being considered in PWSA's current Compliance Plan proceeding (Docket Nos. M-2018-2640802 and M-2018-2640803) it would not be appropriate (nor consistent with the letter or spirit of the Joint Petition for Settlement) for PWSA to unilaterally insert provisions now to become allegedly compliant with the cited Code or Regulation provision. Accordingly, for category 3 changes, PWSA is proposing to insert language into its Tariffs that explicitly states that full compliance with a specific tariff provision is being considered and will be determined in the Compliance Plan proceeding. In this way, the Tariffs will comply with the specific recommendations of the ALJs but will not prejudice matters that are being adjudicated in the Compliance Plan proceeding.

Please contact me if you have any questions.

Sincerely,



Daniel Clearfield

DC/lww
Enclosure

cc: Hon. Mark Hoyer w/enc.
Hon. Conrad Johnson w/enc.
Shaun Sparks w/enc. (via email)
Paul Diskin w/enc. (via email)
Kathryn Sophy w/enc. (via email)
Certificate of Service w/enc.

Attachment 1: Summary of Changes to Wastewater Tariff

- Combine Pages 6 and 7.
 - DONE
- Page No. 12 - Identifies termination and resumption of service charges but also states “if the customer has not paid a service termination fee under PWSA’s water tariff.” This tariff language should be clarified (i.e. These fees waived if a customer has paid a fee under the water tariff). Water tariff does not mention this point.
 - DONE
- Page No. 13 – After section G wording insert wording such as “TBD” or “Reserved for Future Use”.
 - DONE
- Page 17 – Revise 2 to specify “low-income criteria of annual household gross income at or below 150% of the Federal Poverty Level”.
 - DONE
- Page No. 18 – Underline “ALCOSAN”.
 - DONE
- Page No. 19 – Underline “Bona Fide Service Applicant,” “Capital Lease Agreement,” “City,” “City Lien Verification Letter,” “Combination Sewer or Combined Sewer,” and “Commercial or Commercial Property”.
 - DONE
- Page 19 – Revise 6 to specify “certificated service territory or areas served by PWSA as of December 21, 2017”.
 - REVISED
- Page 22 – Revise 32 to add “Health or Education Property”, remove “or to any customer who purchases wastewater conveyance service from the Authority”.
 - REVISED
- Page No. 38 - PWSA requires 7-day notice if a customer wishes to discontinue service. 52 Pa.Code § 65.12 only requires 3-day notice.
 - SPECIFIES THAT THIS SECTION IS SUBJECT TO REVIEW AND REVISION IN PWSA’S COMPLIANCE PLAN PROCEEDING AT DOCKET NOS. M-2018-2640802 AND M-2018-2640803
- Page No. 40 - Allows termination of service to multiple premises on shared main connection if one customer becomes delinquent. PWSA must address and comply with 66 Pa.C.S. § 1406.
 - SPECIFIES THAT THIS SUBSECTION IS SUBJECT TO REVIEW AND REVISION IN PWSA’S COMPLIANCE PLAN PROCEEDING AT DOCKET NOS. M-2018-2640802 AND M-2018-2640803
- Page 43 – Revise 6 to specify interest shall be calculated at the applicable rate for late payment charges.
 - REVISED
- Page 44 – Revise 2.c. to replace interest rate with “simple annual interest rate determined by the Secretary of Revenue for interest on underpayment of taxes”, consistent with 66 Pa.C.S. § 1404(c)(6).
 - REVISED
- Page No. 46 – Under Tapping Fee, spacing not correct with the numbers. Settlement Term H.4.g. points out the line extension fee structure issues will be addressed in the compliance plan.
 - SPACING CORRECTED, Page 48 SPECIFIES THAT THIS SECTION IS SUBJECT TO REVIEW AND REVISION IN PWSA’S COMPLIANCE PLAN PROCEEDING AT DOCKET NOS. M-2018-2640802 AND M-2018-2640803

THE PITTSBURGH WATER AND SEWER AUTHORITY

RATES, RULES AND REGULATIONS GOVERNING

THE PROVISION OF WASTEWATER CONVEYANCE SERVICE

TO THE PUBLIC IN THE TERRITORY DESCRIBED HEREIN

Issued: TBD

Effective:

TBD

BY: Robert A. Weimar, P.E., BCEE, Executive Director
1200 Penn Avenue, Pittsburgh, PA 15222
Tel: 412-255-8800

The Pittsburgh Water
and Sewer Authority

Supplement No. 2 to
Tariff Wastewater - Pa. P.U.C. No. 1
Original Page No. 2

LIST OF CHANGES

The Filing of the Initial Tariff.

Issued:

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Effective:

TBD

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The Pittsburgh Water
and Sewer Authority

Supplement No. 2 to
Tariff Wastewater - Pa. P.U.C. No. 1
Original Page No. 7

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The Pittsburgh Water
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Supplement No. 2 to
Tariff Wastewater - Pa. P.U.C. No. 1
Original Page No. 8

List of Territories Served

The City of Pittsburgh.

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PART I: SCHEDULE OF RATES AND CHARGES

Section A - Wastewater Conveyance

1. Minimum Charge: Each customer will be assessed a service charge based upon the size of the customer's water meter as follows:

<u>Meter Size</u>	Minimum Charge	
	<u>Per Month</u>	<u>Minimum Gallons</u>
5/8"	\$8.28	1,000
3/4"	\$16.77	2,000
1"	\$39.82	5,000
1 1/2"	\$82.24	10,000
2"	\$139.23	17,000
3"	\$317.57	40,000
4"	\$543.31	70,000
6"	\$1,302.21	175,000
8"	\$2,358.93	325,000
10" or Larger	\$3,883.88	548,000

2. Conveyance Charge: In addition to the Minimum Charge, the following wastewater conveyance charges (based on water consumption/usage or wastewater flows, at the Authority's discretion) will apply for each 1,000 gallons above the Minimum Gallons for each meter size:

Consumption Charge	
	<u>Rate per 1000 Gals.</u>
Residential	\$7.43
Commercial	\$6.56
Industrial	\$5.98
Health or Education	\$8.21

3. Treatment Rate:

- a. In addition to the Minimum Charge and the Conveyance Charge, customers will be required to pay rates for Wastewater/Sewage treatment to Premises.
- b. The rates for Wastewater/Sewage treatment to 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.
- c. Wastewater/Sewage treatment charges may be reflected on Authority bills/invoices as ALCOSAN charges, basic service and sewage treatment.

Section A.1 - Wastewater Conveyance (Unmetered Service)

1. Customer Charge. As of September 1, 2018 enrollment for Unmetered Service will be closed and no new Unmetered Service customers will be accepted by the Authority. Customers who are receiving unmetered service will be assessed a monthly customer charge per unmetered connection as follows:

Customer Charge	
<u>Per Month</u>	
Residential (per unit)	\$25.99
Commercial	\$52.47

The continuation of unmetered service is subject to change. The Authority will develop and implement a metering plan which will identify all unmetered customers/accounts and provide for plans and timeframes for metering of all unmetered customers/accounts.

2. Treatment Rate: In addition to the Customer Charge, Customers who are receiving unmetered service will be required to pay rates for Wastewater/Sewage treatment to Premises, as set forth in Section A.3.

Section B - Bulk Wastewater Conveyance

1. Application: This schedule applies to all bulk wastewater conveyance for other wastewater utilities or public authorities.
2. Rates and Terms of Service: Contracts stipulating the negotiated rate and negotiated terms of Bulk Wastewater Conveyance may be entered into between the Authority and Customer or Applicant when the Authority, in its sole discretion, deems such offering to be economically advantageous to the Authority.

Section C - Returned Check Charge

A charge of \$30.45 will be assessed any time where a check which has been presented to the Authority for payment on account has been returned by the payor bank for any reason if the customer has not paid a returned check charge under PWSA's water tariff.

Section D - Reserved

Section E - Service Termination or Resumption Rates

The fee for service termination shall be \$75.13. The fee for resumption of service shall be \$25.38, provided that the fee for the same day resumption of service is \$45.68. These termination and resumption fees will be waived if a customer has paid these fees under the water tariff. ~~, if the customer has not paid a service termination fee under PWSA's water tariff.~~

~~The fee for resumption of service shall be \$25.38, if the customer has not paid a resumption fee under PWSA's water tariff. Provided that the fee for same day resumption of service is \$45.68.~~

Section F - Reserved

The Pittsburgh Water
and Sewer Authority

Supplement No. 2 to
Tariff Wastewater - Pa. P.U.C. No. 1
Original Page No. 13

Section G - Collection Expenses and Fees described in the
Authority's Supplemental Service Conditions

Reserved for Future Use.

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Section H - Miscellaneous Charges and Fees

The following charges and fees 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.

<u>Item</u>	<u>Charge or Fee*</u>
Certified mailing	\$11.28
History retrieval	\$15.23
Final bill	\$20.30

*Assessed per account.

Dye Test Application Processing Fees

Evidence of Compliance Statement	\$25.38
Temporary Evidence of Compliance Statement	\$25.38
Visual Inspection	\$75.00
Duplicate Evidence of Compliance Statement	\$25.38

Rider DIS - Demand Based Industrial Service

1. Applicability: This rate applies throughout the territories served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.
2. Availability: This rider is available to a Customer or Applicant when the Authority, in its sole discretion, deems such offering to be economically advantageous to the Authority and is limited to a Customer or Applicant that:
 - a. purchases wastewater conveyance from the Authority for industrial purposes;
 - b. enters into a Service Agreement for a term of not less than 2 years;
 - c. during the original and any renewal terms of the Service Agreement, agrees to purchase an average of 15 million gallons or greater volume of wastewater conveyance per month; and
 - d. has a viable competitive alternative to service from the Company and intends to select that alternative to the detriment of the Company and its other customers.

The Authority shall require documentation to establish, to the Authority's satisfaction, the existence of a competitive alternative. The Authority will require updates of competitive alternatives every five years. Such documentation may include, but is not limited to, an affidavit of the customer or, if the customer is a corporation, an affidavit of one or more of its officers.

3. Rate: The rate(s) to be charged qualifying customers under this rider will be as set forth in the Service Agreement, provided, however, that such rate(s): (1) shall not exceed the Maximum Rate; (2) shall not be less than the Minimum Rate; and (3) shall be subject to an Escalation Clause, as hereafter defined.

Maximum Rate: The Maximum Rate shall be the charges specified in the Authority's Rate Schedule that would otherwise apply to the qualifying customer absent this rider.

Minimum Rate: The Minimum Rate shall be sufficient to recover: (1) the Provision Cost of wastewater conveyance service; (2) the fixed costs associated with all new facilities added to serve the customer; and (3) some portion of the fixed costs of the Authority's other facilities. For purposes of this rider, the Provision Cost of wastewater conveyance service shall be the variable cost the Authority incurs to convey additional wastewater conveyance service, which consists of expenses for additional labor, electric power, materials and supplies, contract services, and other variable costs.

Escalation Clause: The rate set forth in the Service Agreement shall be subject to an Escalation Clause, during the original and any renewal terms of the Service Agreement, based upon changes in published price indices and/or changes in the Authority's cost of service, as the Authority and the qualifying customer shall agree.

4. Filing with the Pennsylvania Public Utility Commission/Confidentiality: Service Agreements entered into and between the Company and qualifying customers under this rider shall be filed with the Commission on a confidential basis within five (5) days of their execution and shall not be subject to disclosure except by Petition made to and granted by the Commission pursuant to 52 Pa. Code 1.74.

Rider BDP - Bill Discount Program (Residential)

1. Bill Discount Program: This rider is a program designed to enroll residential ratepayers who satisfy the criteria set forth below in a monthly discounted rate program
2. Availability: This rider is available for a Residential customer that meets the low-income criteria of annual household gross income at or below 150% based on the Federal Poverty Level.
 - a. A residential ratepayer who meets the eligibility criteria should complete an application for the Bill Discount Program.
 - b. Eligible customers may be asked to verify income on an annual basis.
3. Rate: The rates for residential service under this tariff will be 25% of the prevailing Minimum Service Charge under Part I, Section A. Any other rates, fees and charges will be at the prevailing amounts under this tariff.

PART II: Definitions:

The following words and phrases, when used in this tariff, shall have the meanings assigned below unless the context clearly indicates otherwise:

1. ALCOSAN: The Allegheny County Sanitary Sewer Authority, Allegheny County, Pennsylvania.
2. Applicant: A person or entity who applies to become a customer of the Authority in accordance with Part III, Section A, of this tariff.
3. Authority or PWSA: The Pittsburgh Water and Sewer Authority, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania.
4. Authority Collection Main: The Authority has a duty to operate, maintain, inspect, repair, replace or abandon only those Wastewater Collection Mains that are a part of or connected to the public Wastewater collection, transmission and conveyance and that fall into one of the following classifications: (1) Wastewater Collection Mains leased to the Authority by the City under the Capital Lease Agreement effective July 27, 1995, as amended; (2) Wastewater Collection Mains constructed by the City or the Authority for public use since July 27, 1995; and (3) Wastewater Collection Mains dedicated to public use and accepted by the Authority on or after July 27, 1995.
5. Authority Storm Water Sewers or Public Storm Sewers: 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: (a) Storm Sewers leased to the Authority by the City under the Capital Lease Agreement effective July 27, 1995, as amended; (b) Storm Sewers constructed by the City or the Authority for public use since July 27, 1995; and (c) Storm Sewers dedicated to public use and accepted by the Authority on or after July 27, 1995.

6. Bona Fide Service Applicant: (For Line Extension Purposes) A person or entity applying for wastewater conveyance service to an existing or proposed structure within the Authority's certificated service territory or areas served by PWSA as of December 21, 2017 for which a valid occupancy or building permit has been issued if the structure is either a primary residence of the applicant or a place of business. An applicant shall not be deemed a bona fide service applicant if:
 - a. applicant is requesting wastewater conveyance service to a building lot, subdivision or a secondary residence;
 - b. the request for service is part of a plan for the development of a residential dwelling or subdivision;
or
 - c. the applicant is requesting special utility service.
 7. Capital Lease Agreement: The agreement bearing that title between the City and the Authority on July 15, 1995, effective July 27, 1995, and includes any amendments thereto.
 8. City: The City of Pittsburgh, Pennsylvania.
 9. City Lien Verification Letter: A written letter from the City to a Person regarding any liens, claims, or taxes due the City from that Person.
 10. Combination Sewer or Combined Sewer: Sewers designed and built to carry sanitary Sewage and/or industrial waste combined with Storm Water.
 11. Commercial or Commercial Property: Any property used, 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.
 12. Commission or PUC: The Pennsylvania Public Utility Commission.
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13. Customer: A person or entity who is an owner or occupant and who contracts with the Authority for water service.
 14. Dye Test: A 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.
 15. Dye Testing Ordinance: 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.
 16. Dye Testing Results Form: 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.
 17. Dwelling Unit: 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 or mixed use building.
 18. Equivalent Dwelling Unit or EDU: 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.
 19. Evidence of Compliance Statement: 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.
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20. Ground Water: Water located beneath the ground surface that emanates from sources other than the Authority's water or wastewater systems.
21. Guaranteed Lessee: A Tenant to whom a Property Owner has made an assignment of possessory rights by agreement, thereby making the Tenant primarily responsible for the payment of water charges.
22. Guarantor: A Property Owner who guarantees payment of water by a Guaranteed Lessee.
23. Health or Education Property: 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.
24. Health Department: The Allegheny County Health Department, Allegheny County, Pennsylvania.
25. Illegal Surface Storm Water Connection: 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.
26. Impervious Surface: 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.
27. Industrial Property: Any property, the principal use of which is for manufacturing, processing, or otherwise producing products or goods for sale.
28. Lateral, Customer Lateral or Sewer Lateral: Wastewater or sewer lines that connect a property to the Authority's Collection Mains and carry sewage and/or Storm Water from one or more buildings or Premises to the Authority's Collection Mains.
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29. Main extension: (For Line/Main Extension Purposes) An addition to the Authority's Wastewater Collection Main(s) which is necessary to serve the Premises of a new customer.
30. Main or Sewer Main or Wastewater Collection Main: 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. Mains may be either Authority Collection Mains or Private Collection Mains.
31. Meter: Any device for the purpose of recording water consumption or the volume of wastewater discharged into a Wastewater Collection Main. This term includes, but it is not limited to any certified device used by the Authority, or by the Commission or for the purpose of measuring water, sewer or wastewater usage.
32. Nonresidential service: Wastewater conveyance service supplied to a Health or Education Property, commercial or industrial facility, including a hotel or motel, or to a master-metered mobile home or multi-tenant apartment building, ~~or to any customer who purchases wastewater conveyance service from the Authority.~~
33. Occupant: A person to whom an Owner has allowed occupancy of a Property through a lease or other contractual arrangement and who has a reasonable expectation of occupying the property for six months or more.
34. Owner: The person having an interest as owner, or a Person representing themselves 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 wastewater conveyance service by the Authority.
35. Plumbing Code: 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.
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36. Person: 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.
37. Private Collection Main: Any Main that is not an Authority Collection Main.
38. Private Storm Water Sewers or Private Storm Sewers: Any Storm Water Sewer that is not an Authority Storm Water Sewer.
39. Premises: A building or unit of a building such as a single family residential Dwelling Unit, an apartment building, or a commercial/industrial building.
40. Registered Plumber: A plumber registered and certified by the Commonwealth of Pennsylvania and the Allegheny County Health Department.
41. Remote Reading Device: The device that is generally affixed to the outside of a Premises or a meter installation and remotely collects and transmits Meter data. It is considered part of the Meter and meter reading equipment.
42. Residential service: Wastewater conveyance service supplied to an individual single-family residential dwelling unit. Water and/or sewer service supplied to a dwelling including service provided to a commercial establishment if concurrent service is provided to a residential dwelling attached thereto. Utility service provided to a hotel or motel is not considered residential service.
43. Residential Property: 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.
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44. Residential Tenant: A Person who leases a Dwelling Unit in a Residential Property pursuant to a current lease agreement.
45. Sanitary Sewers: 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.
46. Sewage: 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.
47. Sewer System: The entire system consisting of the Authority Collection Main and the Authority Storm Water Sewers.
48. Special Utility Service: Residential or business service which exceeds that required for ordinary residential purposes.
49. Storm Water: Drainage or runoff resulting from precipitation or snow or ice melt.
50. Storm Water Collection System or Storm Water Sewers: A separate network of gutters, ditches, swales, pipes and inlets which receives discharges of storm water and/or conveys surface water, subsurface drainage or storm water from buildings, grounds, parking lots, streets, etc. but excludes sewage. Storm Water Collection System may be Authority Storm Water Sewers or Private Storm Water Sewers.
51. Tariff: All the service rates, rules and regulations issued by the Authority, together with any supplements or revisions thereto, officially approved by the Commission and contained in this document.

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52. Temporary Evidence of Compliance Statement: An Evidence of Compliance Statement issued under those circumstances and conditions detailed in these Rules and Regulations.
53. Tenant: A Person or entity leasing Premises pursuant to a current lease agreement.
54. Protected-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. Protected-Tenants are covered by the Discontinuance of Service to Leased Premises Act (DSLPA), 66 Pa.C.S. § 1521, et. seq. Applicability of The Utility Service Tenants Rights Act (USTRA), 68 Pa. S.A. § 399.1 - 399.18, as amended, is subject to further Commission review. An individual is not a Protected-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.
55. 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.
56. Wastewater: Liquid waste discharged into the Sewer System by Dwelling Units or Non-Residential Properties, including wash water, Sewage, and other contaminants.

PART III: RULES AND REGULATIONS

Section A - Applications for Service

1. Service Application Required: The Authority may require applications for service to be completed in writing on a form(s) provided by the Authority and signed by the Owner, Tenant, or Occupant of the property, as outlined in these Rules and Regulations and as otherwise provided in the Authority's Supplemental Service Conditions.
 - a. Service Conditions: The Authority will furnish service only in accordance with its PUC Approved Tariff and Supplemental Service Conditions, which are made a part of every application, contract, agreement, or license entered into between the Owner or Customer and the Authority. All such changes to these Supplemental Service Conditions 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.
2. Change in Ownership or Tenancy: A new application must be made to the Authority upon any change in ownership where the owner of the property is the customer, or upon any change in the identity of a lessee where the lessee of the property is the customer. The Authority shall consider the date of the change in ownership as the date of title transfer established by the record deed or otherwise established by sufficient evidence to show title to the property. The Authority shall have the right to discontinue or otherwise interrupt water service upon three (3) days' notice if a new application has not been made and accepted for the new customer.
 - a. Date of Eligibility to Assume Ownership: The Owner of a Dwelling Unit is eligible to become a Customer as of the date of property title transfer established by the record deed or otherwise established by sufficient evidence to show the Owner's title to the property.
 - b. Unpaid Account Balances: The Authority may require, as a condition of furnishing service to an Owner, the payment of any outstanding residential account

balance(s) that accrued within the prior 4 years for which the applicant is legally responsible and for which the applicant was properly billed.

3. Service Stipulations for Residential Tenants and Non-Owner Occupants

- a. Prospective Tenants and other Non-Owner Occupants are encouraged to contact the Authority prior to signing a lease to determine whether there is an existing, delinquent account for a Dwelling Unit or property.
- b. The Authority may require, as a condition of furnishing residential service to a Tenant or Non-Owner Occupant:
 - i. Payment by the Owner or their agent of any delinquent balance for the Dwelling Unit or property for which an Owner was properly billed;
 - ii. 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.
 - iii. A tenant will not be required to assume liability for debt previously accrued at the property for which the tenant was not residing and/or for which the tenant was not on the mortgage, deed or lease as a condition to establishing service.
- c. Except as otherwise provided applicable to Protected-Tenant rights, a Tenant or Non-Owner Occupant of a Dwelling Unit who wishes to become a Customer of the Authority must submit:
 - i. Satisfactory evidence, as determined by the Authority, 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,

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- ii. At least one personal identification document such as a driver's license, birth certificate, military ID card or passport or other document issued by a public agency or public utility which contains the name and address of the tenant. If the personal identification does not bear the applicant's photograph, a second piece of personal identification may be required at the discretion of the Authority.

- d. The Authority may notify the Property Owner if Residential Tenants and Non-Owner Occupants are delinquent in paying amounts due to the Authority.

4. Service Stipulations for Non-Residential Customers

- a. The Authority accepts Non-Residential property Owners, their duly authorized agents or Guaranteed Lessees as Authority Customers.
 - b. The Owner of a property is eligible to become a Customer as of the date of property title transfer established by the record deed or otherwise established by sufficient evidence to show the Owner's title to the property.
 - c. A tenant of a non-residential property who wishes to become a Non-Residential Customer of the Authority may apply to become a Guaranteed Lessee. A tenant applying for water and/or sewer service must submit:
 - i. names of the business' principals, official address, and a business license;
 - ii. satisfactory evidence of the Owner's consent to possession of the property by the tenant; generally, a copy of the lease agreement or other written evidence of the Owner's consent;
 - iii. written guarantee from the Owner assuring payment of any charges and fees billed to the tenant; and
 - iv. where violations of the Health Department Plumbing Code exist, certification by a Registered Plumber that necessary corrections
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have been made and that the Non-Residential
Property is compliant with the applicable
Plumbing Codes.

- d. The Authority may notify the Property Owner if the
tenant of a non-residential property is delinquent in
paying amounts due to the Authority.

5. Eligibility of Service

- a. The Authority shall determine whether an applicant is eligible to become an Authority Customer in accordance with this Tariff and applicable Rules and Regulations of the Commission.
- b. An Authority Customer applicant for a Residential Property can be disqualified from becoming a Customer if one or more of the following circumstances exist:
 - i. 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 service or any other charges or fees that are due. Such agency may 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.
 - ii. The applicant has not paid or arranged to pay for past due charges for service for which the applicant is legally responsible at this or another service address, including charges for unauthorized usage of Authority services.
 - iii. Service to the Dwelling Unit is legally off and there exist uncorrected violations of the Health Department Plumbing Code or the Authority's service standards at the Residential Property or service to the property would endanger health or safety.
 - iv. Service cannot be accomplished without major revision of the Authority's conveyance facilities or acquisition of additional rights-of-way.
 - v. If the applicant is a Tenant or Occupant Customer currently receiving service at another residential service address.

6. Acceptance of Application: An application for service shall be considered accepted by the Authority only upon oral or written approval by the Authority. The Authority shall determine whether the applicant is eligible to become an Authority Customer and the type of Customer, Residential or Non-Residential. If the applicant is rejected the Authority shall inform the Applicant of any conditions that must be met and any charges that must be paid in order to obtain service. The Authority may provide service to the applicant pending formal review and acceptance of the application.
7. Activation of Service
 - a. Reserved.
 - b. Where service has been shut off, 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 allowed only after the prior written consent of the Health Department.
8. Application Forms: Application forms can be obtained at the Authority's local business office, presently located at 1200 Penn Avenue, Pittsburgh PA 15222; or by other means, as determined by the Authority.

Section B - Construction and Maintenance of Facilities

1. Customer Lateral: The Customer Lateral shall be furnished, installed, maintained and/or replaced, when necessary, by and at the sole expense of the Customer. The Authority reserves the right to determine the size, location, type, material, and depth of Customer Laterals.
 - a. 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.
 - b. No Person shall do any of the following without the written authorization of the Authority:
 - i. make an opening of any kind in an Authority Sewer Main; or
 - ii. make any connection with any Sewer Lateral.
 - c. 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.
 - i. 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's Sewer System or alternate sewage facilities approved by the Health Department.
 2. Separate Trench: The customer lateral shall not be laid in the same trench with electrical, gas, drain or water pipe, the facilities of any other public utility or of any municipality or municipal authority that provides a public utility service, or within three (3) feet of any open excavation, unless a written exception is granted by the Authority.
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3. Customer's Responsibilities: All customer laterals, connections and fixtures furnished by the customer shall be maintained by the customer in good working order. All equipment and appliances furnished by the Authority and on property owned or leased by the customer shall be protected properly by the customer. All leaks on the customer lateral or any pipe or fixtures in or upon the customer's premises must be repaired immediately by the customer.
4. Right to Reject: The Authority may refuse to connect with any piping system or furnish wastewater conveyance through a lateral already connected if such system or lateral is not properly installed or maintained. The Authority, at any time, may request a Gravity Sewer Test be performed on the building lateral, at the sole expense of the owner, whenever it has evidence the lateral is leaking excessively, as determined by the Authority. Generally, leakage is considered excessive when the groundwater flow exceeds one hundred (100) gallon per inch of nominal diameter per mile of pipe per day. The Gravity Sewer Test shall be in accordance with Section 312.6 of the International Plumbing Code®
5. Individual Laterals: Except as otherwise expressly authorized by the Authority and/or as expressly approved by the Health Department, each individual customer shall be served only through a separate lateral connected directly to the Authority's conveyance main, and that lateral shall not serve any other customer or premise. No additional attachment may be made to any customer's lateral for any purpose without the express written approval of the Authority.

6. Connection to Authority Conveyance Mains: No connection shall be made to the Authority conveyance main or detachment from it, except under the direction and control of the Authority's authorized representative or its agent. All such connection shall be the property of the Authority and shall be accessible to it and under its control.
- a. 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.
 - b. 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 Non-Residential Properties, are contained In the Authority's Procedures Manual for Developers, which is incorporated in these Rules and Regulations and made a part hereof.
 - c. A small residential development, as determined by the Authority, involving a change in use or change in Wastewater flow, but not involving new sewer taps or connections, need not submit tap-in drawings, but may submit a Customer Application, Sewer Lateral Connection Application and/or other completed forms, available at the Authority's permit counter, may be required.
 - d. Sewer Laterals shall be designed, constructed, and Installed in compliance with Health Department regulations and requirements.
 - e. In areas of the collection system where the Authority has installed a pressure sewage collection system or where required, as determined by the Authority, the Customer, in conjunction with the construction of a lateral(s), shall install, own, operate, maintain and replace a grinder pump and holding tank at the Customer's expense. The facilities and equipment shall be specified and approved by the Authority prior to
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connection. The customer shall maintain such facilities in good order and repair. The pump and equipment shall meet specifications as provided by the Authority.

7. Ownership and Maintenance of Sewer Laterals:

- a. Ownership of Sewer Laterals serving Residential and Non-Residential 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.
- b. 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.
- c. The use of trenchless or no-dig techniques for the maintenance or repair of a Sewer Lateral must be pre-approved by the Authority.

8. Sampling and Analysis:

- a. Where, in the opinion of the Authority, a significant amount of wastewater is involved or the strength and character of the wastewater deviates from typical residential wastewater, the customer shall install, as part of the lateral, a manhole for the purpose of sampling, measurement, and observation of the discharge. The manhole will be constructed according to Authority specifications and in a manner that insures accessibility by Authority representative at all times.
- b. All measurements, sampling, testing and analyses of the characteristics of waters and wastewaters to which reference is made in the Rules and Regulations of the Company, shall be determined in accordance with 40 CFR Part 136 and other applicable regulations.
- c. All inspections, measurements, sampling, testing and analyses deemed by the Authority to be necessary under this Section or any other part of the Rules and Regulations of the Authority, shall be done by the Authority or its agents, employees or contractors. If the inspections, sampling, measurements, testing and/or analyses determine that a customer has created a situation which is in violation of any statute, ordinance, rule or regulation, then the customer shall be required to pay all costs incurred in remedying the situation. Costs assessed against a customer pursuant to this Section, shall be in addition to any other fees charged by the Authority. The costs shall be payable within thirty (30) days of presentation of an invoice to the customer at their current billing address.
- d. Where the Authority deems it advisable, it may require any customer discharging wastewater to install and maintain, at his or her own expense, in a manner approved by the Authority or its representative, metering and/or monitoring devices to continuously measure and record the flow and constituents of the wastewater so discharged. The customer shall have

ninety (90) days from the date of notice to comply
with the Company's directive.

9. Privilege to Investigate/Right of Access

The Authority's authorized representatives shall have the right of access at all reasonable times to all parts of any premises connected with the Authority's Collection Mains and/or the Authority's Storm Sewers, including meters, manholes, Laterals and other property owned by it on the premises of the Customer, for the purpose of examining and inspecting connections and fixtures, including the water and/or wastewater metering arrangement, for disconnecting service for any proper cause, or for purposes of replacement, maintenance, operation or repair thereof.

Section C - Discontinuance, Termination and Restoration of
Service

1. Customer Responsibilities: After acceptance by the Authority of an application, Customers will remain responsible for paying all future charges for wastewater/sewer/stormwater and water service to their Property until such time as there is:
 - a. A Notice of Intent to Disconnect Service pursuant to a written request being received from the Customer to terminate Customer status and shut off service (for which there is a charge);
 - b. Acceptance of a new Customer for the Property by the Authority ; or
 - c. Discontinuance of service to a vacant Property at the Owner's request.
 - d. Property Owners remain responsible for paying water until the issuance of a Notice of Intent to Disconnect or replacement by a new Property Owner.
 - e. A Guarantor Lessor seeking to terminate its Customer relationship with the Authority must provide proof that it has notified its Guarantee Lessee or Lessees about its intent to discontinue service in writing by first class mail.
2. Discontinuance by Customer: Where a customer requests the Authority to discontinue service, the following rules shall apply:
 - a. A customer who wishes to have service discontinued shall give at least seven (7) days' notice to the Authority, specifying the date on which service is desired to be discontinued. In the absence of proper notice, the customer shall be responsible for all service rendered until the time that the Authority shall have actual or constructive notice of the customer's intent to discontinue service. The customer shall not turn water on or off at any curb stop, or disconnect or remove the meter, or permit its disconnection or removal, without the prior written

consent of the Authority. A customer discontinuing service remains a customer for purposes of paying turn-on fees pursuant to Rule 4 of this Section for a period of nine (9) months.

- b. Where a customer requests turn-on of service within six (6) months of disconnection, the customer shall be subject to monthly minimum billing for the period of disconnection. The request for turn-on of service should be mailed to the same address as the disconnection of service request.

This subsection is subject to review and revision in PWSA's Compliance Plan Proceeding at Docket Nos. M-2018-2640802 and M-2018-2640803.

3. Termination by Authority: Service to the customer may be terminated for good cause, including, but not limited to, the following:
- a. making an application for service that contains material misrepresentations;
 - b. failure to repair leaks in any lateral or Customer-owned pipes or fixtures;
 - c. tampering with any lateral or installing or maintaining cross-connections or any unauthorized connection to any Authority Collection Main or Authority Storm Water Sewer;
 - d. theft of service, which may include taking service without having made a proper application for service under Part III, Section A;
 - e. failure to pay, when due, any charges accruing under this tariff;
 - f. refusing the Authority reasonable access to the property served for purposes of installing, inspecting, reading, maintaining or removing meters, remote reading devices or any associated equipment;

- g. receipt by the Authority of an order or notice from the Department of Environmental Protection, a health agency, local plumbing inspector or other similar authority, to terminate service to the property served on the grounds of violation of any law or ordinance, or upon notice to the Authority from any such authority that it has ordered an existing violation on the property to be corrected and that such order has not been complied with or
- h. material violation of any provisions of this tariff.
- i. Whenever two or more Properties receive service from a single main connection, and one or more of the Customers becomes delinquent or permits wastewater to flow unnecessarily or leak from any pipe, fixture, or appliance, the Authority may terminate the supply of water to all the commonly supplied Premises. Supply will not be renewed until:
 - i. A separate connection is established for each Property;
 - ii. Any delinquent wastewater charges are paid; and
 - iii. Any leakage is corrected or unnecessary flow of wastewater is stopped.

This subsection is subject to review and revision in PWSA's Compliance Plan Proceeding at Docket Nos. M-2018-2640802 and M-2018-2640803.

- j. Notice of termination shall be in the form required by the Commission and shall be provided as follows:
 - i. to Customers at least 10 days prior to the scheduled shut off;
 - ii. to Customers who are Owners with Tenants at least 37 days prior to the scheduled shut off;
 - iii. to Protected-Tenants by posting a notice of termination on the Premises at least 30 days prior to the scheduled shut off;
 - iv. to Customers who permit wastewater to flow unnecessarily, as described in the Wastewater Tariff and the Supplemental Service Conditions, upon 24 hours' notice or, if the resulting condition threatens injury to persons or damage to property, immediately; and

- v. 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 but only if the customer's express written consent to accept electronic service has been received by the Authority; or, if neither of these methods is available or effective or the electronic notice is returned as undeliverable, by personal contact

or posting a notice of termination on the Premises 3 days prior to the termination of service.

- k. The Authority will not terminate service to a premises when a customer has submitted a valid medical certificate signed by a licensed physician, nurse practitioner or physician's assistant certifying that a customer or member of the customer's household is seriously ill or has been diagnosed with a medical condition which requires the continuation of service to treat the medical condition consistent with 66 Pa.C.S. §§1403 and 1406(f).

The Authority reserves the right to deny wastewater service for violation of any provision of these Rules and Regulations, subject to PUC rules and regulations.

- 4. Turn-on Charge: Whenever service is discontinued or terminated pursuant to Rule 2 or Rule 3 of this Section, service shall be turned on by the Authority only upon the payment by the customer of a turn-on charge and the resolution of the problem that gave rise to the termination if under Rule 3.

Section D - Reserved

Section E - Billing and Collection

1. Issuance of Bills: The Authority will bill each customer within fifteen (15) days of the last day of each billing period.
2. Billing Due Date: The due date for payment of a bill for nonresidential service shall be no less than fifteen (15) days from the date of transmittal. The due date for payment of a bill for residential service shall be no less than twenty (20) days from the date of transmittal. If the last day for payment falls on a Saturday, Sunday or bank holiday, or on any day when the offices of the Authority are not open to the general public, the due date shall be extended to the next business day. The Authority may not impose a late-payment charge unless payment is received more than five (5) days after the stated due date.
3. Late Payment Charge: All amounts not paid when due shall accrue a late payment charge at the rate of 0.0083 percent per billing period, not to exceed ten percent (10%) per year when not paid as prescribed in Rule 2 of this Section.
4. Change in Billing Address: Where a customer fails to notify the Authority of a change in billing address, the customer shall remain responsible to remit payment by the billing due date.
5. Application of Payment: Utility bills rendered by the Authority shall include only the amount due for water service. Where a customer remittance to the Authority includes payment for any non-utility services, proceeds will be applied first to pay all outstanding regulated utility charges. For combined water/wastewater customers, any partial remittance will be applied to the water bill first and any remaining remittance will be applied to the wastewater bill.
6. Return Check Charges: The customer will be responsible for the payment of a charge for each time a check presented to the Authority for payment on that customer's utility bill is returned by the payor bank for any reason including, but not limited to, insufficient funds, account closed, payment stopped, two signatures required, post-dated, stale date,

account garnished, or unauthorized signature. This charge is in addition to any charge which may be assessed against the customer by the bank with interest. Interest shall be calculated at the applicable rate for late payment charges.

7. Disputed Bills: In the event of a dispute between the customer and the Authority with respect to any bill, the Authority will promptly make such investigation as may be required by the particular case and report the result to the customer. The customer is not obligated to pay the disputed portion of the bill during the pendency of the Authority's investigation. When the Authority has made a report to the customer sustaining the bill as rendered, the customer shall have fifteen (15) days from the date of such report in which to pay the bill. If the Authority determines that the bill originally rendered is incorrect, the Authority will issue a corrected bill with a new due date for payment. Any amounts received by the Authority in excess of the amount determined to be due by the Authority's investigation of the dispute shall be refunded to the customer with interest computed at 1.5% per month.
8. Abatement of Minimum Consumption Charges: 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, no minimum charges for wastewater conveyance under Part I, Section A.1 will be assessed during the period of vacancy. Upon restoration of the water service to the Premises, or upon detection of water usage and/or wastewater flows from the Premises to the Authority's Collection Main, applicable charges will be assessed under this tariff.

Section F - Deposits

1. General: The Authority may require a deposit or a guarantee of payment as a condition to providing service to an applicant in accordance with this Tariff and the Commission's Rules.
 2. Residential Customers:
 - a. New Applicants -- The Authority will provide service without requiring a deposit unless the applicant was terminated for nonpayment within the prior twelve (12) months or has an unpaid balance for prior service from the Authority. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
 - b. Existing Customers -- If a customer has paid late on two (2) consecutive occasions or a total of three (3) times within the prior 12-month period, the Authority may send a letter informing the customer that a deposit may be required if another late payment is received within the next twelve (12) months. An existing customer may be required to pay a deposit as a condition to having service restored after termination for non-payment or for failure to comply with a payment agreement. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
 - c. Deposit Refunds and Interest -- A deposit will be refunded if service is discontinued and the final bill is paid or if the customer has paid the bills for the prior 12-month period without having been late on more than two (2) occasions and is not currently delinquent. Deposits from residential customers shall bear simple interest at the simple annual interest rate determined by the Secretary of Revenue for interest on the underpayment of tax. The applicable interest rate shall become effective on January 1 of each year. The Customer may elect to have a deposit applied to reduce bills for service or to receive a refund.
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- d. Consistent with 66 Pa.C.S. § 1404(a.1), no cash deposit will be required of a customer or applicant confirmed to be eligible for the Bill Discount Program pursuant to Rider BDP.

3. Nonresidential Customers:

- a. New Applicants -- A deposit may be required from any new applicant who does not have prior satisfactory credit history with the Authority. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
- b. Existing Customers -- Deposit requirements for existing nonresidential customers shall be as established for residential customers in Rule 1 of this Section.
- c. Deposit Refunds and Interest -- A deposit will be refunded if the customer pays all bills on time over a 12-month period or if service is disconnected and the final bill has been paid. There will be no interest paid on deposits for nonresidential accounts.

Section G - Main Extensions

Bona Fide Bona Fide Service Applicant(s) and/or Non-Bona Fide Service Applicant(s) who desire to or are required to connect to the Authority's Wastewater conveyance system (a "Main Extension Applicant") must comply with the following conditions:

1. A Main Extension Applicant shall provide prior notice to the Authority. Notice shall be written and made on the application and permit forms contained in the Authority's Procedures Manual for Developers, which is 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.
2. A Main Extension Applicant shall pay enumerated fees to the Authority. Fees shall be based upon the duly adopted fee schedule which is in effect at the time of payment and shall be payable at the time of application for connection or at a time to which the property owner and the Authority agree. 53 Pa.C.S. § 5607(d)(24).

Tapping Fee

Collection Fee	\$1,701 Per EDU*
Capacity Fee	\$1,277 Per EDU*

Total Tapping Fee \$2,978 Per EDU*

* 300 gpd/EDU

The above-described fees shall be in addition to any charges assessed against the property in the construction of a sewer or water main by the Authority under 53 Pa.C.S. § 5607(d)(21), (22) as well as any other user charges imposed by the Authority. See 53 Pa.C.S. § 5607(d)(24).

3. The Authority may, in its exercise of its sole discretion, require that construction shall not commence until the Main Extension Applicant has posted appropriate financial security in accordance with 53 Pa.C.S. § 5607(d)(23), (30).

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4. The Authority may, in its exercise of its sole discretion, require the Main Extension Applicant reimburse the Authority for reasonable and necessary expenses the Authority incurred as a result of the extension. 53 Pa.C.S. § 5607(d)(30).
 5. Consistent with 53 Pa.C.S. § 5607(d)(30), where the Authority's system is to be extended at the expense of the owner of properties or where the authority otherwise would construct customer facilities (other than water meter installation), a Main Extension Applicant shall have the right to construct the extension or install the customer facilities himself or through a subcontractor approved by the authority, which approval shall not be unreasonably withheld. The Authority shall have the right, at its option, to perform the construction itself only if the Authority provides the extension or customer facilities at a lower cost and within the same timetable specified or proposed by the property owner or his approved subcontractor. Construction by the Line Extension Applicant shall be in accordance with an agreement for the extension of the Authority's system and plans and specifications approved by the authority and shall be undertaken only pursuant to the existing regulations, requirements, rules and standards of the authority applicable to such construction. Construction shall be subject to inspection by an inspector authorized to approve similar construction and employed by the Authority during construction. When a main is to be extended at the expense of the Main Extension Applicant, the Line Extension Applicant may be required to deposit with the Authority, in advance of construction, the Authority's estimated reasonable and necessary cost of reviewing plans, construction inspections, administrative, legal and engineering services.
 6. Upon completion of construction, the Main Extension Applicant shall dedicate and the authority shall accept the extension of the authority's system if dedication of facilities and the installation complies with the plans, specifications, regulations of the authority and the agreement. 53 Pa.C.S. § 5607(d)(30).
 7. Where a Main Extension Applicant constructs or causes to be constructed at his expense any extension of a sewer or water system of an authority, the Authority shall provide for the
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reimbursement to the Main Extension Applicant when the owner of another property not in the development for which the extension was constructed connects a service line directly to the extension within ten years of the date of the dedication of the extension to the authority in accordance with 53 Pa.C.S. § 5607(d)(31).

8. The Authority may charge the cost of construction of a sewer or water main constructed by the Authority against the properties benefited, improved or accommodated by the construction in accordance with 53 Pa.C.S. § 5607(d)(21), (22).

The rates, fees and charges under Part III, Section G of this tariff are subject to review and revision in PWSA's Compliance Plan proceeding at Docket Nos. M-2018-2640802 and M-2018-2640803.

Section H - Reserved

Section I - Service Continuity

1. Regularity of Service: The Authority may, at any time, interrupt service in case of accident or for the purpose of making connections, alterations, repairs or changes, or for other reasons. The Authority will, pursuant to Commission regulations at 52 Pa. Code § 67.1 and as circumstances permit, notify customers to be affected by service interruptions. The Authority reserves the right to restrict the use of wastewater convenience service whenever the public welfare may require it.
2. Liability for Service Interruptions:
 - a. Limitation of Damages: The Authority's liability to a customer for any loss or damage from any excess or deficiency in the wastewater collection service due to any cause other than willful misconduct or negligence by the Authority, its employees or agents shall be limited to an amount no more than the customer charge or minimum bill for the period in question. The Authority will undertake to use reasonable care and diligence in order to prevent and avoid interruptions in service, but cannot and does not guarantee that such will not occur.
 - b. Responsibility for Customer Facilities: The Authority shall not be liable for any loss or damage caused by reason of any breaks, leaks, stoppages or other defects in a building service line, pipes, joints, fixtures or other installations except where the expense or damage is a result of the negligence or willful misconduct of the Authority, its employees or agents.

Section J - Waivers

The Authority may, at its sole discretion, waive any of the Rules contained herein that operate for the benefit of the Authority; provided, that no such waiver will be valid unless in writing and signed by an authorized representative of the Authority, and provided that no waiver will be allowed where the waiver would constitute a violation of the Public Utility Code, the regulations of the Commission or of any other applicable statute, law or regulation.

Section K - Amendment of Commission Regulations

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

Section L - Prohibited conduct

1. No Person shall:
 - a. 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.
 - b. 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.
 - c. 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.
2. No Person shall discharge or permit the discharge or infiltration of any of the following substances into any Authority sewer:
 - a. mineral acids, waste acid, pickling or plating of 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;
 - b. cyanides or cyanogen compounds capable of liberating hydrocyanic gas on acidification
 - c. 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;

- d. 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;
 - i. the combined concentration of oil and grease shall not exceed 200 parts per million;
 - e. 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 as permitted by existing permits, regulations, code, or orders of the Authority, the City, the Health Department, ALCOSAN, or the Commonwealth;
 - f. 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;
 - g. 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;
 - h. 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;
 - i. 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;

- j. any wastes that are defined or listed as hazardous under the laws and regulations of the federal government or the Commonwealth of Pennsylvania; or
- k. 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.

3. Penalties and damages:

- a. In the event of any damage to the Authority's Collection Mains or the Authority's Storm Water Sewers caused by a customer, such damage shall be immediately reported to the Authority and said customer shall reimburse the Authority for the costs of repairs.
- b. The Authority will refer to the City for prosecution as a summary offense any violation of section L.1 or L.2 above. 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.
- c. Any Person who willfully or negligently discharges or permits the discharge into an Authority sewer of any substance prohibited by section L.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.

- d. If a Person notified under section L.3.c 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.
- e. 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 L.

In addition, if there is a discharge of an explosive or flammable material or any other material which is highly toxic or creates a toxic gas so that there is imminent danger to the personnel or property of the Authority or treatment process of ALCOSAN, or to the public or the environment, then the Authority shall take whatever action is necessary to halt service and to protect the life and property.

- f. When the Authority charges its costs to a Person under this section L.3.2, L.3.c, or L.3.e, 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.
 - g. The penalties and remedies contained in this section L 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.
-

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.

Section M - Termination of Sewer Laterals

1. An Owner of a Small Residential Development, as determined by the Authority, 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.
2. Requirements for termination of Sewer Lateral connections to properties other than Small Residential Developments can be found in the Procedures Manual for Developers.
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.
4. If the applicant chooses to terminate the connection using trenchless technology or other Authority approved technics, 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.
5. Removal of those portions of abandoned or unused Sewer Laterals owned by the property Owner, as provided in Part III, section B 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.

PART IV: Compliance Statements

Section A - Sales of real property and City Lien Verification
Letters

A request to the City for a City Lien Verification Letter must be accompanied by:

- a. a valid Evidence of Compliance Statement; or
- b. a valid Temporary Evidence of Compliance Statement.

Section B - Applications for Evidence of Compliance Statement

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.
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.
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.

Section C - Sales of vacant, undeveloped property

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.
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.
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 E of this Part.

Section D - Intended demolition of buildings and structures

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.
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 E of this Part.

Section E - Dye testing

1. Except for visual inspection requests for vacant properties containing no buildings or structures pursuant to section C or this Part, 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.
 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.
 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.
 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.
 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 Part VI, section E and the disconnection and removal has been certified by a Registered Plumber.
 6. The Authority shall issue a certified Evidence of Compliance Statement within 7 business days of the Authority's receipt of:
 - a. a properly completed statement by a Registered Plumber describing and certifying the disconnection and removal of the Illegal Surface Storm Water Connection; or
 - b. verification that the real property in question is not located in an area served by Sanitary Sewers.
-

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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.

Section F - Application for Temporary Evidence of Compliance Statement due to inclement weather

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.
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.
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 E of this Part.

Section G - Application for Temporary Evidence of Compliance
Statement with present illegal Surface Storm Water
Connection:

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:
 - a. 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;
 - b. 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 C.1.a 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
 - c. 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.
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.

3. Remediation of the Illegal Surface Storm Water Connections shall proceed as required by sections E and F of this Part.
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.

Section H - Rejection of applications

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.
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.
3. In the event of such a rejection, the applicant may file an appeal as set forth in section H of this Part.

Section I - Application appeals

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.
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.

Section J - Fees

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.
2. Fees for applications for Evidence or Temporary Evidence of Compliance are set forth in Part I, Section H of this tariff.

PART V: SURCHARGES

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC)

In addition to the net charges provided for in this Tariff, a charge of 0.0% will apply consistent with the Commission Order dated _____ at Docket No. _____, approving the DSIC.

1. General Description

- a. Purpose: To recover the reasonable and prudent costs incurred to repair, improve, or replace eligible property which is completed and placed in service and recorded in the individual accounts, as noted below, between base rate cases and to provide the Utility with the resources to accelerate the replacement of aging infrastructure, to comply with evolving regulatory requirements and to develop and implement solutions to regional supply problems.

The costs of extending facilities to serve new customers are not recoverable through the DSIC.

- b. Eligible Property: The DSIC-eligible property will consist of the following:
- Collection sewers, collecting mains and service laterals, including sewer taps, curb stops and lateral cleanouts installed as in-kind replacements for customers; Accounts (360, 361 and 363)
 - Collection mains and valves for gravity and pressure systems and related facilities such as manholes, grinder pumps, air and vacuum release chambers, cleanouts, main line flow meters, valve vaults and lift stations installed as replacements or upgrades for existing facilities that have worn out, are in deteriorated condition or are required to be upgraded by law, regulation or order; Accounts (360, 361, 364 and 365)
 - Collection main extensions installed to implement solutions to wastewater problems that present a significant health and safety concern for customers

currently receiving service from the wastewater utility;
Accounts (360, 361 and 363)

- Collection main rehabilitation including inflow and infiltration projects; Accounts (360, 361 and 363)
 - Unreimbursed costs related to highway relocation projects where a wastewater utility must relocate its facilities; and
 - Other related capitalized costs.
- c. Effective Date: The DSIC will become effective upon one (1) day notice after submission of a compliance tariff in compliance with a Commission order.

2. Computation of the DSIC

- a. Calculation: The DSIC shall be calculated to recover the fixed costs of eligible plant additions that have not previously been reflected in the Utility's rates and have been or are projected to be placed in service in the calendar year in which the DSIC is charged. The DSIC charge shall be levelized so that, on an annual basis, it will collect the recoverable costs for eligible plant additions that have been or are anticipated to be placed in service during the calendar year. DSIC charges shall be reconciled and may be adjusted on a calendar quarter basis for: 1) actual experienced sales volumes; and 2) revisions to projected DSIC eligible capital expenditures.

The dates and types of changes in the DSIC rate will occur as follows:

Effective Date of Change	Date to which DSIC-Eligible Plant Additions Reflected
April 1	Annual levelized C-factor rate adjustments
July 1	Adjustment prior year over/under collection
October 1	Optional rate adjustment
January 1	Adjustment for +/- 2% over / under collection

- b. Recoverable Costs: The recoverable costs shall be amounts reasonably expended or incurred to purchase and install eligible property and associated financing costs, if any, including debt service, debt service coverage, and issuance costs.
- c. Application of DSIC: The DSIC will be expressed as a percentage carried to two decimal places and will be applied to the total amount billed to each customer for distribution service under the Utility's otherwise applicable rates and charges. To calculate the DSIC, one-fourth of the annual recoverable costs associated with all property eligible for cost recovery under the DSIC will be divided by the Utility's projected revenue for distribution services (including all applicable clauses and riders) for the quarterly period during which the charge will be collected.
- d. Formula: The formula for calculation of the DSIC is as follows:

$$DSIC = \frac{DSI + e}{PQR}$$

Where:

- DSI = Recoverable costs (defined in Section B. directly above)
- e = the amount calculated under the annual reconciliation feature or Commission audit, as described below.
- PQR = Projected quarterly revenues for distribution service (including all applicable clauses and riders) including any revenue from existing customers plus netted revenue from any customers which will be gained or lost by the beginning of the applicable service period.

3. Quarterly Updates: Supporting data for each quarterly update will be filed with the Commission and served upon the Commission's Bureau of Investigation and Enforcement, the Office of Consumer Advocate, and the Office of Small Business

Advocate at least ten (10) days prior to the effective date
of the update.

4. Customer Safeguards

- a. Cap: The DSIC is capped at 5.0% of the amount billed to customers for distribution service (including all applicable clauses and riders), inclusive of amounts billed for annual reconciliation pursuant to the "e" factor set forth above, as determined on an annualized basis
- b. Audit/Reconciliation: The DSIC is subject to audit at intervals determined by the Commission. Any cost determined by the Commission not to comply with any provision of 66 Pa C.S. §§ 1350, et seq., shall be credited to customer accounts. The DSIC is subject to annual reconciliation based on a reconciliation period consisting of the twelve months ending December 31 of each year. The revenue received under the DSIC for the reconciliation period will be compared to the Authority's eligible costs for that period. The difference between revenue and costs will be recouped or refunded, as appropriate, in accordance with Section 1307(e), over a one-year period commencing on April 1 of each year. If DSIC revenues exceed DSIC-eligible costs, such over-collections will be refunded with interest. Interest on over-collections and credits will be calculated at the residential mortgage lending specified by the Secretary of Banking in accordance with the Loan Interest and Protection Law (41 P.S. §§ 101, et seq.) and will be refunded in the same manner as an over-collection.
- c. Customer Notice: Customers shall be notified of changes in the DSIC by including appropriate information on the first bill they receive following any change. An explanatory bill insert shall also be included with the first billing.
- d. All customer classes: The DSIC shall be applied equally to all customer classes.

PART VI: Storm Water

Section A - Ownership and maintenance of Storm Sewers

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:
 - a. Storm Sewers leased to the Authority by the City under the Capital Lease Agreement effective July 27, 1995, as amended;
 - b. Storm Sewers constructed by the City or the Authority for public use since July 27, 1995; and
 - c. Storm Sewers dedicated to public use and accepted by the Authority on or after July 27, 1995.
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.

Section B - Illegal Surface Storm Water Connections

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.

Section C - Permit requirements of other government entities

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.

Section D - Methods of Illegal Surface Storm Water
disconnections

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.
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.

Section E - Completion of illegal Surface Storm Water
disconnections

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.
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.
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.

Section F - Illegal connections to public Storm Sewers

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.
2. Provided they do not significantly contribute to pollution of the waters of the Commonwealth, the following discharges may enter the Storm Sewers:
 - a. discharges from firefighting activities;
 - b. potable water from sources such as de-chlorinated water lines and fire hydrant flushing;
 - c. air conditioning condensate
 - d. pavement wash waters, unless contaminated by toxic or hazardous materials or detergents;
 - e. flow from watering of lawns, unless contaminated by fertilizers or by toxic or hazardous materials;
 - f. dechlorinated swimming pool discharges;
 - g. water from car washing on Residential Property, unless contaminated by detergents or toxic or hazardous materials;
 - h. water from external washing of Residential or Non-Residential Properties, unless contaminated by detergents or toxic or hazardous materials;
 - i. Irrigation drainage, unless contaminated by fertilizers or by toxic or hazardous materials;
 - j. water from crawl space pumps, unless contaminated by toxic or hazardous materials;
 - k. uncontaminated water from foundations or from footing drains;
 - l. uncontaminated springs;
 - m. uncontaminated flows from riparian habitats or wetlands;
 - n. uncontaminated groundwater; and
 - o. any activity authorized by a valid Pennsylvania permit for discharge to the waters of the Commonwealth.

3. Should the Authority, the City, or the Commonwealth Department of Environmental Protection determine that any of the discharges otherwise permitted by section G.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.

Attachment 2: Summary Changes to Water Tariff

- Page 8 – Specify these rates apply to all customers except public fire protection and private fire protection customers, unless otherwise specifically identified in this tariff.
 - DONE.
- Page 9 - Specify these rates apply to all customers except public fire protection and private fire protection customers, unless otherwise specifically identified in this tariff.
 - DONE
- Page No. 13 – After section G wording insert wording such as “TBD” or “Reserved for Future Use”.
 - DONE
- Page 19 - Revise 2 to specify “low-income criteria of annual household gross income at or below 150% of the Federal Poverty Level”.
 - DONE
- Page No. 23 – underline “Main” and “Party Water Service Line”.
 - DONE
- Page 23 – Revise 26 to add “Health or Education Property”.
 - DONE
- Page No. 29, change iv to iii, etc.
 - DONE
- Page No. 32 underline “Fixture” and “Water Use”. Remove spacing between Plumbing & Fixture and IPC Maximum & Water Use.
 - DONE
- Page No. 43 underline “New Meters”.
 - DONE
- Page No. 43 - PWSA requires 7-day notice if a customer wishes to discontinue service. PWSA must address compliance with 52 Pa.Code § 65.12 which only requires 3-day notice.
 - Page 39 REVISED TO MAKE CLEAR THAT THE SECTION IS SUBJECT TO REVIEW AND REVISION BASED ON THE COMMISSION’S FINAL DECISION REGARDING THE AUTHORITY’S COMPLIANCE PLAN PROCEEDING AT DOCKET NOS. M-2018-2640802 AND M-2018-2640803
- Page 45 - Revise 6 to specify interest shall be calculated at the applicable rate for late payment charges.
 - REVISED
- Page No. 46 – remove extra page or “Reserve for Future Use”
 - REMOVED
- Page 47 - Revise 2.c. to replace interest rate with “simple annual interest rate determined by the Secretary of Revenue for interest on underpayment of taxes”, consistent with 66 Pa.C.S. § 1404(c)(6).
 - DONE.
- Page 53 – Tapping fees and connection fee must address compliance with 52 Pa.Code § 65.21.
 - Page 51 SPECIFIES THAT THIS SECTION IS SUBJECT TO REVIEW AND REVISION IN PWSA’S COMPLIANCE PLAN PROCEEDING AT DOCKET NOS. M-2018-2640802 AND M-2018-2640803.
- Page 54 - Lists prices for valve operation and purchase of meters from PWSA. PWSA must address compliance with 52 Pa.Code § 65.7.
 - Page 51 SPECIFIES THAT THIS SECTION IS SUBJECT TO REVIEW AND REVISION IN PWSA’S COMPLIANCE PLAN PROCEEDING AT DOCKET NOS. M-2018-2640802 AND M-2018-2640803
- Page 38 - PWSA’s statement that it will maintain historic pressures must address compliance with 52 Pa.Code § 65.6
 - Page 33 REVISED TO MAKE CLEAR THAT THE SECTION IS SUBJECT TO REVIEW AND REVISION BASED ON THE COMMISSION’S FINAL DECISION REGARDING THE AUTHORITY’S COMPLIANCE PLAN PROCEEDING AT DOCKET NOS. M-2018-2640802 AND M-2018-2640803

THE PITTSBURGH WATER AND SEWER AUTHORITY

RATES, RULES AND REGULATIONS GOVERNING

THE PROVISION OF WATER SERVICE

TO THE PUBLIC IN THE TERRITORY DESCRIBED HEREIN

Issued: TBD

Effective:

TBD

BY: Robert A. Weimar, P.E., BCEE, Executive Director
1200 Penn Avenue, Pittsburgh, PA 15222
Tel: 412-255-8800

LIST OF CHANGES

The Filing of the Initial Tariff.

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List of Territories Served

Portions of the City of Pittsburgh, including all of the following neighborhoods:

Allegheny Center
Allegheny West
Allentown
Arlington Heights
Bedford Dwellings
Bloomfield
Bluff
Brighton Heights
California-Kirkbride
Central Lawrenceville
Central Northside
Central Oakland
Chateau
Crawford-Roberts
Duquesne Heights
East Allegheny
East Liberty
Elliott
Esplen
Fineview
Friendship
Garfield
Glen Hazel
Greenfield
Hazelwood
Highland Park
Homewood North
Homewood South
Homewood West
Larimer
Lincoln-Lemington-Belmar
Lower Lawrenceville
Manchester
Marshall-Shadeland
Middle Hill
Morningside

Mount Washington
North Oakland
North Shore
Northview Heights
Perry North
Perry South
Pittsburgh Central Business District
Point Breeze
Point Breeze North
Polish Hill
Regent Square
Ridgemont
Shady Side
South Oakland
South Shore
Southside Flats
Southside Slopes
Spring Garden
Spring Hill-City View
Squirrel Hill North
Squirrel Hill South
Stanton Heights
Strip District
Summer Hill
Swisshelm Park
Terrace Village
Troy Hill
Upper Hill
Upper Lawrence
West End
West Oakland

The Borough of Millvale.

Portions of Townships of Reserve, O'Hara and Blawnox.

PART I: SCHEDULE OF RATES AND CHARGES

Section A - Rates for Metered Service

1. Minimum Charge: Each customer will be assessed a service charge based upon the size of the customer's meter as follows:

<u>Meter Size</u>	<u>Per Month</u>	<u>Minimum Gallons</u>
5/8"	\$27.27	1,000
3/4"	\$44.37	2,000
1"	\$89.82	5,000
1 1/2"	\$175.30	10,000
2"	\$289.14	17,000
3"	\$641.48	40,000
4"	\$1,084.28	70,000
6"	\$2,558.16	175,000
8"	\$4,596.96	325,000
10" or Larger	\$7,515.81	548,000

2. Consumption Charge: In addition to the Minimum Charge, the following water consumption charges will apply for each 1,000 gallons above the Minimum Gallons for each meter size:

<u>Consumption Charge</u>	
	<u>Rate per 1000 Gals.</u>
Residential	\$11.04
Commercial	\$10.48
Industrial	\$8.81
Health or Education	\$14.32

The rate under this schedule applies to all customers, except public fire protection and private fire protection customers, unless otherwise specifically identified in this tariff.

Section A.1 - Rates for Unmetered Service

As of September 1, 2018, enrollment for Unmetered Service will be closed and no new Unmetered Service customers will be accepted by the Authority. Customers who are receiving unmetered service will be assessed a monthly customer charge per unmetered connection as follows:

Customer Charge	
	<u>Per Month</u>
Residential (per unit)	\$ 44.36
Commercial	\$ 88.26

The continuation of unmetered service is subject to change. The Authority will develop and implement a metering plan which will identify all unmetered customers/accounts and provide for plans and timeframes for metering of all unmetered customers/accounts.

The rate under this schedule applies to all customers, except public fire protection and private fire protection customers, unless otherwise specifically identified in this tariff.

Section B - Fire Protection Rates

1. Private Fire Protection: A customer charge for private fire protection service will be assessed as follows:

<u>Meter Size</u>	<u>Line Size</u> (if unmetered)	<u>Customer Charge</u> <u>Per Month</u>
1" or Less	2"	\$31.60
1 ½"-3"	3"	\$83.30
4"	4"	\$177.57
6" or Greater	6" or Greater	\$507.98

In the event of a confirmed fire, no charge shall be made for the use of water to fight the fire using private fire hydrants or fire abatement equipment. Customers whose fire equipment has been activated to fight a fire should notify the Authority to assure that the associated water use will not be billed.

For consumption of water related to testing, training on, and maintenance of private fire hydrants and fire abatement equipment, consumption charges shall be billed in accordance with the following rates for water consumption. Water used from private fire protection for these purposes should be based on meter readings where possible. If a meter cannot be used, the Authority will estimate the usage.

Consumption Charge

Rate per 1,000 Gals.

Private Fire Protection	\$13.49
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2. Public Fire Protection: For public fire protection, the charge shall be \$0.00 per hydrant per year.

The continuation of the zero charge for each public fire hydrant is subject to change. The rates charged for public fire hydrants may be changed, consistent with 66 Pa.C.S. § 1328, in later rate proceeding.

No charge shall be made for the use of water to fight a confirmed fire or for reasonable testing, training on, and maintenance of public fire hydrants and abatement equipment.

Note that the use of public fire hydrants and abatement equipment for other purposes will be billed at the consumption charge for private fire protection. Water used from public fire hydrants for these purposes will be based on meter readings where possible. If a meter is not used, the Authority will estimate the usage.

Section C - Returned Check Charge

A charge of \$30.45 will be assessed any time where a check which has been presented to the Authority for payment on account has been returned by the payor bank for any reason if the customer has not paid a returned check charge under PWSA's wastewater tariff.

Section D - Construction Rates

Metered and unmetered service may be provided for construction purposes by way of a Hydrant permit. The rates, fees and charges for Hydrant permits are in Part I, Section H of this Tariff.

Section E - ~~Section E~~ - Service Termination or Resumption Rates

The fee for shut-off at the curb stop shall be \$75.13.

The fee for turn-on of service at the curb stop shall be \$25.38. Provided that the fee for same day turn-on of service at the curb stop is \$45.68.

Section F - Meter Test Rates

Consistent with Commission regulation at 52 Pa. Code §65.8(h), the fee schedule for testing of meters shall be as follows:

<u>Size of Meter</u>	<u>Fee for Test</u>
1 inch or less	\$10 *
1 1/4 inch - 2 inch	\$20 *
Larger than 2"	As approved by the Commission, pursuant to 52 Pa. Code § 65.8 (h)

* These amounts may vary without revision of this tariff so as to be consistent with Commission regulations.

Section G - Collection Expenses and Fees described in the
Authority's Supplemental Service Conditions

Reserved for Future Use.

Section H - Miscellaneous Charges and Fees

The following charges and fees 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.

<u>Item</u>	<u>Charge or Fee</u>
Certified mailing	\$11.28
History retrieval	\$15.23
Final bill	\$20.30
Non-Residential Properties Only:	
Administrative charge	\$25.38
Processing of backflow device tests	
Late fee, back flow device tests	\$60.90

<u>Item</u>	<u>Charge or Fee</u>
Hydrant Permit	
<u>For unmetered usage of a hydrant:</u>	
Flat fee Per day per Hydrant	\$500.00
<u>For metered usage of a hydrant:</u>	
There will be a meter fee for each hydrant as follows:	
5/8" or 5/8" x 3/4"	\$680.00
3/4"	\$780.00
1"	\$960.00
2 1/2" (Fire Hydrant Meter)	\$1,039.50

In addition to a meter fee for each metered hydrant, all water used (except for fighting fires) under a hydrant permit shall be subject to a water consumption charge for each 1,000 gallons at the consumption charge schedule in Part I, Section A for Commercial Customers.

Section I - Sales for Resale

1. Application: This schedule applies to all sales of water to other water utilities or public authorities for resale.
2. Rates and Terms of Service: Contracts stipulating the negotiated rate and negotiated terms of Sale for Resale Service may be entered into between the Authority and Customer or Applicant when the Authority, in its sole discretion, deems such offering to be economically advantageous to the Authority. Service under this rate is interruptible, and the Authority reserves the right to interrupt service at Authority's discretion.

Rider DIS - Demand Based Industrial Service

1. Applicability: This rate applies throughout the territories served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.
2. Availability: This rider is available to a Customer or Applicant when the Authority, in its sole discretion, deems such offering to be economically advantageous to the Authority and is limited to a Customer or Applicant that:
 - a. purchases water from the Authority for industrial purposes;
 - b. enters into a Service Agreement for a term of not less than 1 year;
 - c. during the original and any renewal terms of the Service Agreement, agrees to purchase an average of 50 million gallons or greater volume of water per month; and
 - d. has a viable competitive alternative to service from the Authority and intends to select that alternative to the detriment of the Authority and its other customers.

The Authority shall require documentation to establish, to the Authority's satisfaction, the existence of a competitive alternative. The Authority will require updates of competitive alternatives every five years. Such documentation may include, but is not limited to, an affidavit of the customer or, if the customer is a corporation, an affidavit of one or more of its officers.

3. Rate: The rate(s) to be charged qualifying customers under this rider will be as set forth in the Service Agreement, provided, however, that such rate(s): (1) shall not exceed the Maximum Rate; (2) shall not be less than the Minimum Rate; and (3) shall be subject to an Escalation Clause, as hereafter defined.

Maximum Rate: The Maximum Rate shall be the charges specified in the Authority's Rate Schedule that would otherwise apply to the qualifying customer absent this rider.

Minimum Rate: The Minimum Rate shall be sufficient to recover: (1) the Production Cost of Water; (2) the fixed costs associated with all new facilities added to serve the customer; and (3) some portion of the fixed costs of the Authority's other facilities. For purposes of this rider, the Production Cost of Water shall be the variable cost the Authority incurs to produce additional treated water, which consists of expenses for additional labor, electric power, chemicals, materials and supplies, contract services, and purchased water.

Escalation Clause: The rate set forth in the Service Agreement shall be subject to an Escalation Clause, during the original and any renewal terms of the Service Agreement, based upon changes in published price indices and/or changes in the Authority's cost of service, as the Authority and the qualifying customer shall agree.

4. Filing with the Pennsylvania Public Utility Commission/Confidentiality: Service Agreements entered into and between the Authority and qualifying customers under this rider shall be filed with the Commission on a confidential basis within five (5) days of their execution and shall not be subject to disclosure except by Petition made to and granted by the Commission pursuant to 52 Pa. Code 1.74.

Rider BDP - Bill Discount Program (Residential)

1. Bill Discount Program: This rider is a program designed to enroll residential ratepayers who satisfy the criteria set forth below in a monthly discounted rate program.
2. Availability: This rider is available for a Residential customer that meets the low-income criteria of annual household gross income at or below 150% of ~~based on the~~ Federal Poverty Level.
 - a. A residential ratepayer who meets the eligibility criteria should complete an application for the Bill Discount Program.
 - b. Eligible customers may be asked to verify income on an annual basis.
3. Rate: The rates for residential service under this tariff will be 25% of the prevailing Minimum Service Charge under Part I, Section A. Any other rates, fees and charges will be at the prevailing amounts under this tariff.

PART II: Definitions:

The following words and phrases, when used in this tariff, shall have the meanings assigned below unless the context clearly indicates otherwise:

1. Applicant: A person or entity who applies to become a customer of the Authority in accordance with Part III, Section A, of this tariff.
2. Authority or PWSA: The Pittsburgh Water and Sewer Authority, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania.
3. Authority Water Main: The Authority has a duty to operate, maintain, inspect, repair, replace or abandon only those Water Mains that are a part of or connected to the public water distribution system and that fall into one of the following classifications: (1) Water Mains leased to the Authority by the City under the Capital Lease Agreement effective July 27, 1995, as amended; (2) Water Mains constructed by the City or the Authority for public use since July 27, 1995; and (3) Water Mains dedicated to public use and accepted by the Authority on or after July 27, 1995.
4. Authority service line: The water line from the distribution facilities of the Authority which connects to the customer service line at the hypothetical or actual line or the actual property line, including the control valve and valve box. The control valve and valve box determine the terminal point for the Authority's responsibility for the street service connection.
5. Backflow: 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.

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6. Bona Fide Service Applicant: (For Line Extension Purposes) A person or entity applying for water service to an existing or proposed structure within the Authority's certificated service territory for which a valid occupancy or building permit has been issued if the structure is either a primary residence of the applicant or a place of business. An applicant shall not be deemed a bona fide service applicant if:
 - a. applicant is requesting water service to a building lot, subdivision or a secondary residence;
 - b. the request for service is part of a plan for the development of a residential dwelling or subdivision; or
 - c. the applicant is requesting special utility service.
 7. Capital Lease Agreement: The agreement bearing that title between the City and the Authority on July 15, 1995, effective July 27, 1995, and includes any amendments thereto.
 8. City: The City of Pittsburgh, Pennsylvania.
 9. Commercial or Commercial Property: Any property used, 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.
 10. Commission or PUC: The Pennsylvania Public Utility Commission.
 11. Corporation Stop: The valve placed on a Water Service Line at or near the junction with the Water Main.
 12. Curb Box: The casting or enclosure that houses or permits access to the Curb Stop.
 13. Curb Stop: The valve, typically installed on or near the property line, to turn water service on and off to a building or facility.
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14. Cross-connection: Any pipe, valve, hose or other arrangement or device connecting the pipelines or facilities of the Authority, to and with other pipes or fixtures by which any contamination might be admitted or drawn into the distribution system of the Authority from lines other than the Authority's.
 15. Customer: A person or entity who is an owner or occupant and who contracts with the Authority for water service.
 16. Customer service line: The water line extending from the Curb Stop to a point of consumption. If there is no actual Curb Stop, the term "Curb Stop" shall be deemed to be a point on the property line or at the connection to the Authority's Water Main, whichever is closer to the Premises.
 17. Dwelling Unit: 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 or mixed use building.
 18. Equivalent Dwelling Unit or EDU: 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.
 19. Guaranteed Lessee: A Tenant to whom a Property Owner has made an assignment of possessory rights by agreement, thereby making the Tenant primarily responsible for the payment of water charges.
 20. Guarantor: A Property Owner who guarantees payment of water by a Guaranteed Lessee.
 21. Health or Education Property: 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.
 22. Industrial or Industrial Property: Any property the principal use of which is for manufacturing, processing, or otherwise producing products or goods for sale.
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23. Line extension: (For Line Extension Purposes) An addition to the Authority's Water main(s) which is necessary to serve the Premises of a new customer.
24. Main: Water distribution pipe, excluding service connections and Service Lines, located in a public highway, street, alley or private right-of-way which pipe is used in transporting water. Mains may be either Authority Water Mains or Private Water Mains.
25. Meter: Any certified device used by the Authority, or by the Commission, for the purpose of measuring water consumption.
26. Nonresidential service: Water service supplied to a Health or Education Property, commercial or industrial facility, including a hotel or motel, or to a master-metered mobile home or multi-tenant apartment building, or to any customer who purchases water from the Authority for the purpose of resale.
27. Occupant: A person to whom an Owner has allowed occupancy of a Property through a lease or other contractual arrangement and who has a reasonable expectation of occupying the property for six months or more.
28. Owner: The person having an interest as owner, or a Person representing themselves 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.
29. Party Water Service Line: A single Water Service Line that connects to the Authority's Water Main and that delivers water from the Authority's Water Main to more than one building. The start of the Party Water Service Line is the terminal point for the Authority's responsibility for the service connection.
30. Person: 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.
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31. Plumbing Code: 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.
 32. Private fire protection service: Water service provided exclusively for the purpose of fire protection that is available to the customer only and not for use by the general public, and that is provided through automatic sprinkler systems, fire hydrants or similar mechanisms.
 33. Private Water Main: Any Water Main that is not an Authority Water Main.
 34. Public fire protection service: Water service provided exclusively to a municipal or governmental entity through outdoor hydrants for the purpose of fire protection for the general public.
 35. Premises: A building or unit of a building such as a single family residential Dwelling Unit, an apartment building, or a commercial/industrial building.
 36. Registered Plumber: A plumber registered and certified by the Commonwealth of Pennsylvania and the Allegheny County Health Department.
 37. Remote Reading Device: The device that is generally affixed to the outside of a Premises or a meter installation and remotely collects and transmits Meter data. It is considered part of the Meter and meter reading equipment.
 38. Residential service: Water service supplied to an individual single-family residential dwelling unit. Water and/or sewer service supplied to a dwelling including service provided to a commercial establishment if concurrent service is provided to a residential dwelling attached thereto. Utility service provided to a hotel or motel is not considered residential service.
 39. Residential Tenant: A Person who leases a Dwelling Unit in a Residential Property pursuant to a current lease agreement.
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40. Service Lines or Water Service Lines: Water lines that connect the water service of a residential or non-residential property to the Authority's Mains and that deliver water from the Mains to one or more buildings, premises, or facilities. Service Lines may be Authority Service Lines, Customer Service Lines, or Party Service Lines.
41. Short-term Supply Shortage: An emergency which, in the Authority's sole discretion, could cause the total water supply of the Authority to be inadequate to meet maximum system demand.
42. Special Utility Service: Residential or business service which exceeds that required for ordinary residential purposes.
43. Tariff: All the service rates, rules and regulations issued by the Authority, together with any supplements or revisions thereto, officially approved by the Commission and contained in this document.
44. Tenant: A Person or entity leasing Premises pursuant to a current lease agreement.
45. Protected-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. Protected-Tenants are covered by the Discontinuance of Service to Leased Premises Act (DSLPA), 66 Pa.C.S. § 1521, et. seq. Applicability of The Utility Service Tenants Rights Act (USTRA), 68 Pa. S.A. § 399.1 - 399.18, as amended, is subject to further Commission review. An individual is not a Protected-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.
46. 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.
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PART III: RULES AND REGULATIONS

Section A - Applications for Service

1. Service Application Required: The Authority may require applications for service to be completed in writing on a form(s) provided by the Authority and signed by the Owner, Tenant, or Occupant of the property, as outlined in these Rules and Regulations and as otherwise provided in the Authority's Supplemental Service Conditions.
 - a. Service Conditions: The Authority will furnish service only in accordance with its PUC Approved Tariff and Supplemental Service Conditions, which are made a part of every application, contract, agreement, or license entered into between the Owner or Customer and the Authority. All such changes to these Supplemental Service Conditions 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.
2. Change in Ownership or Tenancy: A new application must be made to the Authority upon any change in ownership where the owner of the property is the customer, or upon any change in the identity of a lessee where the lessee of the property is the customer. The Authority shall consider the date of the change in ownership as the date of title transfer established by the record deed or otherwise established by sufficient evidence to show title to the property. The Authority shall have the right to discontinue or otherwise interrupt water service upon three (3) days' notice if a new application has not been made and accepted for the new customer.
 - a. Date of Eligibility to Assume Ownership: The Owner of a Dwelling Unit is eligible to become a Customer as of the date of property title transfer established by the record deed or otherwise established by sufficient evidence to show the Owner's title to the property.
 - b. Unpaid Account Balances: The Authority may require, as a condition of furnishing service to an Owner, the payment of any outstanding residential account balance(s) that accrued within the prior 4 years for which the applicant

is legally responsible and for which the applicant was properly billed.

3. Service Stipulations for Residential Tenants and Non-Owner Occupants:

- a. Prospective Tenants and other Non-Owner Occupants are encouraged to contact the Authority prior to signing a lease to determine whether there is an existing, delinquent account for a Dwelling Unit or property.
- b. The Authority may require, as a condition of furnishing residential service to a Tenant or Non-Owner Occupant:
 - i. Payment by the Owner or their agent of any delinquent balance for the Dwelling Unit or property for which an Owner was properly billed;
 - ii. 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.
 - iii. A tenant will not be required to assume liability for debt previously accrued at the property for which the tenant was not residing and/or for which the tenant was not on the mortgage, deed or lease as a condition to establishing service.
- c. Except as otherwise provided applicable to Protected-Tenant rights, a Tenant or Non-Owner Occupant of a Dwelling Unit who wishes to become a Customer of the Authority must submit:
 - i. Satisfactory evidence, as determined by the Authority, 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,
 - ii. At least one personal identification document such as a driver's license, birth certificate, military ID card or passport or other document issued by a public agency or public utility which contains the name and

address of the tenant. If the personal identification does not bear the applicant's photograph, a second piece of personal identification may be required at the discretion of the Authority.

- d. The Authority may notify the Property Owner if Residential Tenants and Non-Owner Occupants are delinquent in paying amounts due to the Authority.

4. Service Stipulations for Non-Residential Customers

- a. The Authority accepts Non-Residential property Owners, their duly authorized agents or Guaranteed Lessees as Authority Customers.
- b. The Owner of a property is eligible to become a Customer as of the date of property title transfer established by the record deed or otherwise established by sufficient evidence to show the Owner's title to the property.
- c. A tenant of a non-residential property who wishes to become a Non-Residential Customer of the Authority may apply to become a Guaranteed Lessee. A tenant applying for water and/or sewer service must submit:
 - i. names of the business' principals, official address, and a business license;
 - ii. satisfactory evidence of the Owner's consent to possession of the property by the tenant; generally, a copy of the lease agreement or other written evidence of the Owner's consent;
 - iii. written guarantee from the Owner assuring payment of any charges and fees billed to the tenant; and
 - iv. where violations of the Health Department Plumbing Code exist, certification by a Registered Plumber that necessary corrections have been made and that the Business Use Property is compliant with the applicable Plumbing Codes.
- d. The Authority may notify the Property Owner if the tenant of a non-residential property is delinquent in paying amounts due to the Authority.

5. Eligibility of Service

- a. The Authority shall determine whether an applicant is eligible to become an Authority Customer in accordance with this Tariff and applicable Rules and Regulations of the Commission.
- b. An Authority Customer applicant for a Residential Property can be disqualified from becoming a Customer if one or more of the following circumstances exist:
 - i. 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 service or any other charges or fees that are due. Such agency may 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.
 - ii. The applicant has not paid or arranged to pay for past due charges for service for which the applicant is legally responsible at this or another service address, including charges for unauthorized usage of Authority services.
 - iii~~v~~. Service to the Dwelling Unit is legally off and there exist uncorrected violations of the Health Department Plumbing Code or the Authority's service standards at the Residential Property or service to the property would endanger health or safety.
 - iv. Service cannot be accomplished without major revision of the Authority's distribution facilities or acquisition of additional rights-of-way.
 - ~~vi~~. If the applicant is a Tenant or Occupant Customer currently receiving service at another residential service address.

6. Acceptance of Application: An application for service shall be considered accepted by the Authority only upon oral or written approval by the Authority. The Authority shall

determine whether the applicant is eligible to become an Authority Customer and the type of Customer, Residential or Non-Residential. If the applicant is rejected the Authority shall inform the Applicant of any conditions that must be met and any charges that must be paid in order to obtain service. The Authority may provide service to the applicant pending formal review and acceptance of the application.

7. Activation of Service

- a. 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.
- b. Where service has been shut off, 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 allowed only after the prior written consent of the Health Department.

8. Application Forms: Application forms can be obtained at the Authority's local business office, presently located at 1200 Penn Avenue, Pittsburgh PA 15222; or by other means, as determined by the Authority.

9. Water Used for Construction Purposes: Where water is required for construction purposes, the applicant shall so indicate and shall apply for a hydrant permit, as allowed under these Rules and Regulations.

10. Temporary Service: In the case of temporary service for short-term use, the Authority may require the customer to pay all costs of making the service connection and for its removal after the service has been discontinued, or to pay a fixed amount in advance to cover such expenses. If the service connection is physically removed, the customer shall receive a credit for reasonable salvage value.

Section B - Construction and Maintenance of Facilities

1. Customer Service Line: The customer service line shall be furnished, installed, maintained and/or replaced, when necessary, by and at the sole expense of the customer. The Authority reserves the right to determine the size, location, type, material, and depth of customer service lines.
2. Separate Trench: The customer service line shall not be laid in the same trench with electrical, gas, drain or wastewater lines, the facilities of any other public utility or of any municipality or municipal authority that provides a public utility service, or within three (3) feet of any open excavation, unless a written exception is granted by the Authority.
3. Customer's Responsibilities: All service lines, connections and fixtures furnished by the customer shall be maintained by the customer in good working order. All valves, meters and appliances furnished by the Authority and on property owned or leased by the customer shall be protected properly by the customer. All leaks on the customer service line or any pipe or fixtures in or upon the customer's premises must be repaired immediately by the customer.
4. Right to Reject: The Authority may refuse to connect with any piping system or furnish water through a service already connected if such system or service is not properly installed or maintained. The Authority may also refuse to connect if lead based materials, as defined in the Safe Drinking Water Act, have been used in any plumbing beyond the Authority's curb stop. It shall be the customer's responsibility to provide the Authority with a certification which may be required to verify the absence or removal of such materials.
5. Water Use Standards for Certain Plumbing Fixtures: This rule establishes maximum water use criteria for certain plumbing fixtures installed in all new construction or renovations. Such standards have been implemented to achieve maximum efficiency of water use which the Commission has determined is technologically feasible and economically justified.
 - a. Maximum permitted water usage levels shall be as follows:

Plumbing <u>Fixture</u>	IPC Maximum <u>Water Use</u>
Showerheads	2.5 gallons/minute @ 80-psi
Faucets	2.2 gallons/minute @ 60-psi
Water Closets	1.6 gallons/flush
Urinals	1.0 gallons/flush

- b. The Authority may exempt particular customers, or classes of customers, when it is determined that the water use standards for plumbing fixtures listed above are unreasonable, cannot be accommodated by existing technology or are otherwise inappropriate.
6. Water Service Connections and Appurtenances: All Customers' services require separate Water Service Line connections, approved Meter and Backflow prevention devices for domestic water services, 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. The Authority requires the installation of stop and waste valves and check valves on all new or reconstructed customer service lines. The responsibility for the proper installation and maintenance of such valves shall be the customer's and at the customer's sole expense. Additional specifications for service connections are provided in the Authority's Procedures Manual for Developers.
7. Backflow Prevention Device: The installation of a Backflow device of the type approved by the Authority is required if, in the Authority's opinion, such a device is needed to protect the integrity of the Authority's system. The Backflow prevention device shall be installed, owned, tested, and maintained by the customer at the customer's expense. The location of the backflow prevention device shall be approved by the Authority. The Authority requires the installation of approved double check valves for service lines providing service to residential units.

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8. Pressure: Generally the Authority will maintain service at historic pressures at the main. The Authority may furnish service at other pressures where necessary to supply adequate service.

The continuation of historic pressure consistent with 52 Pa. Code § 65.21 is subject to review and revision~~change~~, based on the Commission's final decision regarding the Authority's compliance plan ~~at~~ Docket Nos. M-2018-2640802 and M-2018-2640803.

If a customer needs the system pressure reduced, the customer must install and maintain, at the customer's expense, a pressure regulator or valve. The pressure regulator will be installed on the outlet side of the meter.

9. Cross-Connections: No cross-connection shall be installed or continued except upon terms and conditions established in writing by the Authority. A cross-connection is considered eliminated if a method of backflow prevention is approved by the Authority in writing and implemented.
10. Individual Service Lines: Except as otherwise expressly authorized by the Authority, each individual customer shall be served only through a separate service line connected directly to the Authority's distribution main, and that service line shall not serve any other customer or premise. No additional attachment may be made to any customer's service line for any purpose without the express written approval of the Authority. 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.
11. Connection to Authority Mains: No connection shall be made to the Authority's main, nor detachment from it, except under the direction and control of the Authority. All such connections shall be the property of the Authority and shall be accessible to it and under its control. The Authority will furnish, install and maintain all service lines from the main to and including the curb stop and box.

12. Ownership and Maintenance of Water Service Lines:

- a. 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 for Residential water service lines 1-inch diameter and smaller. The Residential 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, for water service lines 1-inch diameter and smaller. All Residential service lines larger than 1-inch in diameter and all Non-Residential service lines, regardless of diameter, are the responsibility of the property owner, including the section from the Curb Stop, the Curb Box, and that portion of the Water Service Line running from the Curb Stop to the Water Main.
- b. If the Curb Box or Curb Stop is damaged by the Customer and/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, as applicable, 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.
- c. Customers and property Owners may not use or operate the Curb Stop. When water service has been terminated by the Authority or a Person authorized by the Authority, 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 is 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 the PUC, PWSA's Water Tariff and these Supplemental Service Conditions.

- d. Where a Customer permits water to leak or flow unnecessarily from a Water Service Line or from any pipe, fixture or appliance, and the Authority gives written notice of the leak or other problem to the property Owner or Customer, the property Owner 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 - after giving notice of termination consistent with Part II, Section C.3 of this tariff - 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.
- e. Where a Customer permits water to leak or flow unnecessarily from a Water Service Line or from any pipe, fixture or appliance and the amount of water is creating a public hazard or damaging public infrastructure, as determined by the Authority, the Authority reserves the right to terminate water service to the property immediately, until the leak or other condition is repaired. Should the condition of a customer service line 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 service line.
- f. Should a Customer 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, they shall contact the Authority for repair or replacement of the Curb Box.

- g. 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 and/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, as applicable, 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.

13. Conversion of Party Water Service Lines:

- a. Residential Property Owners whose properties are served by a Party Water Service Line must install separate services lines to each individual property. Each Customer shall have an individual Water Service Line and Meter of a size, type, location, and setting approved by the Authority. 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. Only the tapping fee (under Part III, Section G.2 of this Tariff regarding Line Extensions) will be imposed under these circumstances. No connections fees, service fees and/or customer facilities fee (under Part III Section G.2 of this Tariff regarding Line Extensions) will be imposed. 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.
- b. Non-Residential Property Owners whose properties are provided with water under a flat rate or are served by a Party Service Water Line are required to have 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. Only the tapping fee (under Part III, Section G.2 of this Tariff regarding Line Extensions) will be imposed under these circumstances. No connections fees, service fees and/or customer facilities fee (under Part III, Section G.2 of this Tariff regarding Line Extensions) will be imposed. 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.

Section C - Discontinuance, Termination and Restoration of Service

1. Customer Responsibilities: After acceptance by the Authority of an application, Customers will remain responsible for paying all future charges for water and sewer service to their Property until such time as there is:
 - a. A Notice of Intent to Disconnect Service pursuant to a written request being received from the Customer to terminate Customer status and shut off service (for which there is a charge);
 - b. Acceptance of a new Customer for the Property by the Authority; or
 - c. Discontinuance of service to a vacant Property at the Owner's request.
 - d. Property Owners remain responsible for paying water until the issuance of a Notice of Intent to Disconnect or replacement by a new Property Owner.
 - e. A Guarantor Lessor seeking to terminate its Customer relationship with the Authority must provide proof that it has notified its Guarantee Lessee or Lessees about its intent to discontinue service in writing by first class mail.
2. Discontinuance by Customer: Where a customer requests the Authority to discontinue service, the following rules shall apply:
 - a. A customer who wishes to have service discontinued shall give at least seven (7) days' notice to the Authority, specifying the date on which service is desired to be discontinued. In the absence of proper notice, the customer shall be responsible for all service rendered until the time that the Authority shall have actual or constructive notice of the customer's intent to discontinue service. The customer shall not turn water on or off at any curb stop, or disconnect or remove the meter, or permit its disconnection or removal, without the prior written consent of the Authority. A customer discontinuing service remains a customer for purposes of

paying turn-on fees pursuant to Rule 4 of this Section for a period of nine (9) months.

- b. Where a customer requests turn-on of service within six (6) months of disconnection, the customer shall be subject to monthly minimum billing for the period of disconnection. The request for turn-on of service should be mailed to the same address as the disconnection of service request.

This subsection is subject to review and revision in PWSA's Compliance Plan Proceeding at Docket Nos. M-2018-2640802 and M-2018-2640803.

3. Termination by Authority: Service to the customer may be terminated for good cause, including, but not limited to, the following:
- a. making an application for service that contains material misrepresentations;
 - b. willful or negligent waste of water through improper or imperfect pipes or fixtures, or for failure to repair leaks in pipes or fixtures;
 - c. tampering with any service line, curb stop, meter or meter setting, or installing or maintaining cross-connections or any unauthorized connection;
 - d. theft of service, which may include taking service without having made a proper application for service under Part III, Section A;
 - e. failure to pay, when due, any charges accruing under this tariff;
 - f. refusing the Authority reasonable access to the property served for purposes of installing, inspecting, reading, maintaining or removing meters, remote reading devices or any associated equipment;
 - g. receipt by the Authority of an order or notice from the Department of Environmental Protection, a health agency, local plumbing inspector or other similar authority, to

terminate service to the property served on the grounds of violation of any law or ordinance, or upon notice to the Authority from any such authority that it has ordered an existing violation on the property to be corrected and that such order has not been complied with or

- h. material violation of any provisions of this tariff.
- i. Whenever two or more Properties have been supplied from a single main connection, and one or more of the Customers becomes delinquent or permits water to flow unnecessarily or leak from any pipe, fixture, or appliance, the Authority may terminate the supply of water to all the commonly supplied Premises. Supply will not be renewed until:
 - i. A separate connection is established for each Property;
 - ii. Any delinquent water charges are paid; and
 - iii. Any leakage is corrected or unnecessary flow of water is stopped.
- j. Notice of termination shall be in the form required by the Commission and shall be provided as follows:
 - i. to Customers at least 10 days prior to the scheduled shut off;
 - ii. to Customers who are Owners with Tenants at least 37 days prior to the scheduled shut off;
 - iii. to Protected-Tenants by posting a notice of termination on the Premises at least 30 days prior to the scheduled shut off;
 - iv. to Customers who permit water to flow unnecessarily, as described in the Water Tariff and these Supplemental Service Conditions, upon 24 hours' notice or, if the resulting condition threatens injury to persons or damage to property, immediately; and
 - v. 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 but only if the customer's express written consent to accept electronic service has been received by the Authority; or, if neither of these methods is available or effective or the electronic notice is returned as undeliverable, by personal contact or posting a notice of termination on the Premises 3 days prior to the termination of service

- k. The Authority will not terminate service to a premises when a customer has submitted a valid medical certificate signed by a licensed physician, nurse practitioner or physician's assistant certifying that a customer or member of the customer's household is seriously ill or has been diagnosed with a medical condition which requires the continuation of service to treat the medical condition consistent with 66 Pa.C.S. §§1403 and 1406(f).
4. Turn-on Charge: Whenever service is discontinued or terminated pursuant to Rule 2 or Rule 3 of this Section, service shall be turned on by the Authority only upon the payment by the customer of a turn-on charge and the resolution of the problem that gave rise to the termination if under Rule 3.

Section D - Meters and Meter Reading Equipment

1. Ownership: All meters and meter reading equipment shall be owned, installed, tested, and maintained by the Authority.
2. Requirement for Metered Service: All service provided by the Authority shall be metered except as authorized by this tariff.
3. Location of Meters and Meter Reading Equipment: The meter will be set after the customer has had the plumbing arranged to receive the meter at a convenient point approved by the Authority so as to measure all water being supplied to the customer's premise. The meter reading equipment shall be set by the Authority in a location sufficient to provide adequate signal transmission. Protection for the meter and meter reading equipment shall be provided by the customer. In cases where it is not practical to place the meter indoors, or if the customer so desires and the Authority approves, an outside setting will be installed at the customer's expense at a position selected by the Authority. The Authority shall establish standards for outside meter settings. Relocation of meters for the customer's convenience shall be at the customer's expense.
4. Access for Automated Meter Reading Devices: Upon reasonable notice, the customer shall permit the Authority access and space for the purpose of installing and utilizing a telemetering or other automated meter reading device. Where applicable, the customer must provide the Authority with the telephone number of the line to which the equipment will be connected and immediately advise the Authority of any changes in the telephone number. Where the use of the customer's facilities results in a utility charge, the Authority will compensate the customer.
5. Fees for New Meters: New Meters, meter equipment 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 set forth in Part III, Section G.2 as the Customer Facilities Fee.
6. Damages to Meters: Meters shall be maintained by the Authority so far as ordinary wear and tear is concerned.

Where damage to a meter results from the negligent or willful act of the customer, the actual cost of removing, replacing, repairing or testing a damaged meter shall be paid by the customer.

7. Notification to Authority of Non-Working or Damaged Meter:
The customer shall notify the Authority of a non-working or damaged meter as soon as the customer has notice of either condition.
8. Fees for Meter Tests: Fees for testing meters shall be as specified under Part I, Section F, of this tariff. Testing fees shall be refunded pursuant to Commission regulation at 52 Pa. Code §65.8(g) where the meter is found not operating within the allowable accuracy range specified at 52 Pa. Code §65.8(a).
9. New Meters: If a 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 Customer.
 - a. If the Property is not separately metered or set up for separate metering, the Property must be set up for separate metering, to the Authority's satisfaction, by a Registered Plumber at the cost of the Property Owner, and a Meter and Remote Reading Device must be installed before the applicant will be accepted as a Customer. Installation charges must be paid before water service will be provided.

Section E - Billing and Collection

1. Issuance of Bills: The Authority will bill each customer within fifteen (15) days of the last day of each billing period.
2. Billing Due Date: The due date for payment of a bill for nonresidential service shall be no less than fifteen (15) days from the date of transmittal. The due date for payment of a bill for residential service shall be no less than twenty (20) days from the date of transmittal. If the last day for payment falls on a Saturday, Sunday or bank holiday, or on any day when the offices of the Authority are not open to the general public, the due date shall be extended to the next business day. The Authority may not impose a late-payment charge unless payment is received more than five (5) days after the stated due date.
3. Late Payment Charge: All amounts not paid when due shall accrue a late payment charge at the rate of 0.0083 percent per billing period, not to exceed ten percent (10%) per year when not paid as prescribed in Rule 2 of this Section.
4. Change in Billing Address: Where a customer fails to notify the Authority of a change in billing address, the customer shall remain responsible to remit payment by the billing due date.
5. Application of Payment: Utility bills rendered by the Authority shall include only the amount due for water service. Where a customer remittance to the Authority includes payment for any non-utility services, proceeds will be applied first to pay all outstanding regulated utility charges. For combined water/wastewater customers, any partial remittance will be applied to the water bill first and any remaining remittance will be applied to the wastewater bill.
6. Return Check Charges: The customer will be responsible for the payment of a charge for each time a check presented to the Authority for payment on that customer's utility bill is returned by the payor bank for any reason including, but not limited to, insufficient funds, account closed, payment stopped, two signatures required, post-dated, stale date, account garnished, or unauthorized signature. This charge is

in addition to any charge which may be assessed against the customer by the bank with interest. Interest shall be calculated at the applicable rate for late payment charges.

7. Disputed Bills: In the event of a dispute between the customer and the Authority with respect to any bill, the Authority will promptly make such investigation as may be required by the particular case and report the result to the customer. The customer is not obligated to pay the disputed portion of the bill during the pendency of the Authority's investigation. When the Authority has made a report to the customer sustaining the bill as rendered, the customer shall have fifteen (15) days from the date of such report in which to pay the bill. If the Authority determines that the bill originally rendered is incorrect, the Authority will issue a corrected bill with a new due date for payment. Any amounts received by the Authority in excess of the amount determined to be due by the Authority's investigation of the dispute shall be refunded to the customer with interest computed at 1.5% per month.
8. Abatement of Minimum Consumption Charges:
 - a. 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, no minimum charges under Part I, Section A.1 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 under this tariff.
 - b. Where there has been an underground leak, and the Customer had neither actual nor constructive notice of the leak, the Authority may, in its sole discretion, abate applicable charges assessed under Part I of this tariff based on the gallonage over and above the normal usage for that particular account, but not to exceed 50% of the gallonage over and above normal usage. Normal usage will be established by the average number of gallons used in the 12 months preceding the apparent beginning of the underground leak.

Section F - Deposits

1. General: The Authority may require a deposit or a guarantee of payment as a condition to providing service to an applicant in accordance with this Tariff and the Commission's Rules.
2. Residential Customers:
 - a. New Applicants--The Authority will provide service without requiring a deposit unless the applicant was terminated for nonpayment within the prior twelve (12) months or has an unpaid balance for prior service from the Authority. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
 - b. Existing Customers--If a customer has paid late on two (2) consecutive occasions or a total of three (3) times within the prior 12-month period, the Authority may send a letter informing the customer that a deposit may be required if another late payment is received within the next twelve (12) months. An existing customer may be required to pay a deposit as a condition of having service restored after termination for non-payment or for failure to comply with a payment agreement. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
 - c. Deposit Refunds and Interest--A deposit will be refunded if service is discontinued and the final bill is paid or if the customer has paid the bills for the prior 12-month period without having been late on more than two (2) occasions and is not currently delinquent. Deposits from residential customers shall bear simple interest at the simple annual interest rate determined by the Secretary of Revenue for interest on the underpayment of tax. The applicable interest rate shall become effective on January 1 of each year. The Customer may elect to have a deposit

applied to reduce bills for service or to receive a refund.

3. Nonresidential Customers:

- a. New Applicants--A deposit may be required from any new applicant who does not have prior satisfactory credit history with the Authority. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
- b. Existing Customers--Deposit requirements for existing nonresidential customers shall be as established for residential customers in Rule 1 of this Section.
- c. Deposit Refunds and Interest--A deposit will be refunded if the customer pays all bills on time over a 12-month period or if service is disconnected and the final bill has been paid. There will be no interest paid on deposits for nonresidential accounts.
- d. Consistent with 66 Pa.C.S. § 1404(a.1), no cash deposit will be required of a customer or applicant confirmed to be eligible for the Bill Discount Program pursuant to Rider BDP.

[Remainder of page is reserved for future use]

Section G - Line Extensions

Bona Fide Bona Fide Service Applicant(s) and/or Non-Bona Fide Service Applicant(s) who desire to or are required to connect to the Authority's Water distribution system (a "Line Extension Applicant") must comply with the following conditions:

1. A Line Extension Applicant shall provide prior notice to the Authority. Notice shall be written and made on the application and permit forms contained in the Authority's Procedures Manual for Developers, which is 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.
2. A Line Extension Applicant shall pay enumerated fees to the Authority. Fees shall be based upon the duly adopted fee schedule which is in effect at the time of payment and shall be payable at the time of application for connection or at a time to which the property owner and the Authority agree. 53 Pa.C.S. § 5607(d) (24).

Tapping Fee

Distribution Fee	\$842	Per EDU*
Capacity Fee	\$1,382	Per EDU*
	* 300 gpd/EDU	

Connection Fee

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

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

Service Fees for Valve Operations

(if required; based on PWSA main size):

4" - 12" Diameter Waterlines	\$1,233.23
16" - 24" Diameter Waterlines	\$2,009.70
30" - 48" Diameter Waterlines	\$3,283.53

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

Customer Facilities Fee

All new Meters, meter equipment and associated Remote Reading Devices will be purchased from PWSA and installed by PWSA as follows:

5/8" or 5/8" x 3/4"	\$235.00	(Badger)
3/4"	\$252.00	(Badger)
1"	\$289.00	(Sensus)
1 1/2"	\$492.00	(Sensus)
2"	\$592.00	(Sensus)
5/8" or 5/8" x 3/4"	\$235.00	(Deduct Meter)

(Turbine Domestic Meters)

2"	\$771.50
3"	\$1,045.50
4"	\$1,334.00
6"	\$2,189.50
8"	\$3,144.50
10"	\$5,068.00
12"	\$9,286.50
16"	\$10,468.00

(Compound Meters)

3" compound	\$1,668.00	(Sensus Omni C2)
4" compound	\$1,970.50	(Sensus Omni C2)
6" compound	\$2,961.00	(Sensus Omni C2)
8" compound	\$4,881.00	(Neptune)

(Fire System Meters - Turbine)

3"	\$1,997.50	(Badger)
4"	\$2,268.00	(Neptune)
6"	\$3,041.00	(Neptune)
8"	\$3,593.50	(Badger)
10"	\$4,7761.50	(Neptune)

(Fire System Meters - Compound)

4"	\$2,362.00	(Sensus)
6"	\$4,433.50	(Badger)
8"	\$7,173.50	(Neptune)
10"	\$11,219.00	(Neptune)

The above-described fees shall be in addition to any charges assessed against the property in the construction of a sewer or water main by the Authority under 53 Pa.C.S. § 5607(d) (21), (22) as well as any other user charges imposed by the Authority. See 53 Pa.C.S. § 5607(d) (24).

3. The Authority may, in its exercise of its sole discretion, require that construction shall not commence until the Line Extension Applicant has posted appropriate financial security in accordance with 53 Pa.C.S. § 5607(d) (23), (30).
4. The Authority may, in its exercise of its sole discretion, require the Line Extension Applicant reimburse the Authority for reasonable and necessary expenses the Authority incurred as a result of the extension. 53 Pa.C.S. § 5607(d) (30).
5. Consistent with 53 Pa.C.S. § 5607(d) (30), where the Authority's system is to be extended at the expense of the owner of properties or where the authority otherwise would construct customer facilities (other than water meter installation), a Line Extension Applicant shall have the right to construct the extension or install the customer facilities himself or through a subcontractor approved by the authority, which approval shall not be unreasonably withheld. The Authority shall have the right, at its option, to perform the construction itself only if the Authority provides the extension or customer facilities at a lower cost and within the same timetable specified or proposed by the property owner or his approved subcontractor. Construction by the Line Extension Applicant shall be in accordance with an agreement

- for the extension of the Authority's system and plans and specifications approved by the authority and shall be undertaken only pursuant to the existing regulations, requirements, rules and standards of the authority applicable to such construction. Construction shall be subject to inspection by an inspector authorized to approve similar construction and employed by the Authority during construction. When a main is to be extended at the expense of the Line Extension Applicant, the Line Extension Applicant may be required to deposit with the Authority, in advance of construction, the Authority's estimated reasonable and necessary cost of reviewing plans, construction inspections, administrative, legal and engineering services.
6. Upon completion of construction, the Line Extension Applicant shall dedicate and the authority shall accept the extension of the authority's system if dedication of facilities and the installation complies with the plans, specifications, regulations of the authority and the agreement. 53 Pa.C.S. § 5607(d)(30).
 7. Where a Line Extension Applicant constructs or causes to be constructed at his expense any extension of a sewer or water system of an authority, the Authority shall provide for the reimbursement to the Line Extension Applicant when the owner of another property not in the development for which the extension was constructed connects a service line directly to the extension within ten years of the date of the dedication of the extension to the authority in accordance with 53 Pa.C.S. § 5607(d)(31).
 8. The Authority may charge the cost of construction of a sewer or water main constructed by the Authority against the properties benefited, improved or accommodated by the construction in accordance with 53 Pa.C.S. § 5607(d)(21), (22).

The rates, fees and charges under Part III, Section G of this tariff are subject to change based on the Authority's compliance plan.

Section H - Fire Protection Service and Hydrants

1. Private Fire Protection: Where private fire protection service connections are to be made to the Authority's system, the Authority shall have the right to approve the plans for such installation prior to approval of the application for service. The Authority shall make any connection to the distribution system that is required, and the customer shall pay to the Authority the actual cost for making such connection.
 - a. The Authority shall have the right to require a compound-type meter for installation in the private fire line if deemed necessary. Waiver of the requirement for installation of a separate meter at the time the connection is made shall not prohibit the Authority from requiring a meter installation at a future date if such installation is warranted in the opinion of the Authority.
 - b. Any meter required will be supplied and installed by the Authority, with the cost for the meter, together with labor and materials for installation, to be borne by the customer. Where a private fire connection is approved by the Authority, no other connection for domestic, commercial or industrial use shall be made to the fire connection line unless a compound type meter is installed between the Authority's line and the connection for such line.
2. Public Fire Protection: Where public fire protection is offered, service will be available when hydrants are installed and when the municipal entity for which the service will be provided makes application to the Authority for that service.
3. Installation of Fire Hydrants: The Authority shall approve the installation of any fire hydrants. All fire hydrants shall be located by the Authority with due consideration given to local firefighting authorities, requirements of insurance underwriters, and flow and pressure capacities of Water Distribution Mains. Developers and private fire protection customers shall be responsible for all costs of purchase and installation of fire hydrants in the same manner

as installation of water main extensions. The hydrants will be installed by the Authority and shall be the property of the Authority.

4. Use of Fire Hydrants:

- a. The Authority regulates the use of water from all hydrants, including private hydrants. 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 Hydrant Permit. A Hydrant Permit applies only to the specific hydrant or hydrants identified in the permit.
- b. 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.
- c. 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
- d. The Authority reserves the right to meter any fire line when evidence indicates that water is being taken from the line for purposes other than fire fighting or as otherwise permitted by agreement, and such metered service shall then be billed in accordance with the regular schedule of metered rates, with proper allowance for water consumed in fire fighting or other authorized use.

Section I - Service Continuity

1. Regularity of Service: The Authority may, at any time, shut off water in the mains in case of accident or for the purpose of making connections, alterations, repairs or changes, or for other reasons, and may restrict the use of water to reserve a sufficient supply for public fire service or other emergencies whenever the public welfare so requires. The Authority will, pursuant to Commission regulations and as circumstances permit, notify customers to be affected by service interruptions.
2. Liability for Service Interruptions:
 - a. Limitation of Damages: The Authority's liability to a customer for any loss or damage from any excess or deficiency in the pressure, volume or supply of water, its employees or agents shall be limited to an amount no more than the customer charge or minimum bill for the period in question. The Authority will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in service, but cannot and does not guarantee that such will not occur.
 - b. Responsibility for Customer Facilities: The Authority shall not be liable for any loss or damage caused by reason of any break, leak or other defect in a customer's own service pipe, line, fixtures or other installations.

Section J - Waivers

The Authority may, at its sole discretion, waive any of the Rules contained herein that operate for the benefit of the Authority; provided, that no such waiver will be valid unless in writing and signed by an authorized representative of the Authority, and provided that no waiver will be allowed where the waiver would constitute a violation of the Public Utility Code, the regulations of the Commission or of any other applicable statute, law or regulation.

Section K - Amendment of Commission Regulations

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

PART IV: WATER CONSERVATION CONTINGENCY PLAN

1. Restriction of Nonessential Uses: As provided in Commission regulations at 52 Pa. Code §65.11, if the Authority is projecting a short term supply shortage, the Authority may request voluntary conservation by both residential and nonresidential customers and may impose mandatory conservation measures to reduce or eliminate nonessential uses of water. As defined at 52 Pa. Code §65.1, nonessential uses of water include, at a minimum, the following:
 - a. Watering of lawns, gardens, landscape areas, trees, shrubs or other outdoor vegetation except with a hand-held hose equipped with an automatic shut-off nozzle.
 - b. Non-commercial washing of vehicles or other equipment except with hand-held hose equipped with an automatic shut-off nozzle.
 - c. Washing streets, driveways, parking lots, tennis courts, commercial and residential building exteriors, sidewalks, patios or other outdoor surfaces.
 - d. Ornamental water uses, including fountains, artificial waterfalls, reflecting pools and the like.
 - e. Filling or topping-off swimming or wading pools except for public or private pools serving 25 or more dwelling units and health care facility pools used for patient care or rehabilitation.
 - f. The operation of water-cooled comfort air conditioning not equipped with a cooling tower or other evaporative system.
 - g. Flushing wastewater lines or manholes.
 - h. Irrigation at commercial farms and nurseries other than as minimally necessary to preserve livestock, crops and plants.
 - i. The use of water from fire hydrants for construction purposes or fire drills.

2. Implementation of Voluntary Restrictions: Prior to implementation of mandatory restrictions under Rule 3 of this Part, the Authority shall first request voluntary customer conservation. Notice of voluntary conservation restrictions shall be sent to all customers or be provided by local radio, television or newspaper advertisements within the Authority's service territory. Written notice of request for voluntary restrictions shall also be provided to the Commission.
3. Imposition of Mandatory Restrictions: If voluntary cooperation does not achieve satisfactory results, mandatory restrictions will be imposed upon notice to customers and the Commission as provided in Rule 2 of this Part. If any customer refuses to comply with such mandatory measures, the Authority may either adjust the outside water valve connection in a manner which will restrict water flow by up to one-half, or otherwise restrict flow such as by the insertion of a plug device.

Prior to any such other flow restriction being imposed, the Authority must make a bona fide attempt to deliver notice of the proposed flow restriction to a responsible person at the affected premises and fully explain the reason for the restriction. Less restrictive means may be imposed to secure compliance with mandatory use restrictions.

Complete service termination may be imposed by the Commission after an expedited administrative proceeding has been held to provide the affected customer with an opportunity to be heard.

4. Pennsylvania Emergency Management Agency (PEMA) Responsibilities: In addition to the provisions as set forth in this Part, the Pennsylvania Emergency Management Agency, authorized to promulgate, adopt and enforce a Water Rationing Plan by virtue of the Emergency Management Services Code, 35 Pa. C.S. §§7101, et seq., may impose restrictions pursuant to a Drought Emergency Proclamation by the Governor of the Commonwealth of Pennsylvania. Where inconsistent with Authority-imposed restrictions pursuant to this tariff, PEMA restrictions shall control.

In the event of a drought emergency as defined by proclamation or executive order, the Authority is authorized to collect fines set forth in its Local Water Rationing Plan as filed with and approved by PEMA.

5. Termination of Use Restrictions: Conservation measures imposed pursuant to this Part shall be terminated at such time as the supply shortage is eliminated, with appropriate notice provided to affected customers.

PART V: SURCHARGES

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC)

In addition to the net charges provided for in this Tariff, a charge of 0.0% will apply consistent with the Commission Order dated _____ at Docket No. _____, approving the DSIC.

1. General Description

- a. Purpose: To recover the reasonable and prudent costs incurred to repair, improve, or replace eligible property which is completed and placed in service and recorded in the individual accounts, as noted below, between base rate cases and to provide the Utility with the resources to accelerate the replacement of aging infrastructure, to comply with evolving regulatory requirements and to develop and implement solutions to regional supply problems.

The costs of extending facilities to serve new customers are not recoverable through the DSIC.

- b. Eligible Property: The DSIC-eligible property will consist of the following:
- Services (account 333000), meters (account 334100) and hydrants (account 335000) installed as in-kind replacements for customers;
 - Mains and valves (account 331800) installed as replacements for existing facilities that have worn out, are in deteriorated condition, or are required to be upgraded to meet under 52 Pa Code § 65 (relating to water service);
 - Main extensions (account 331800) installed to eliminate dead ends and to implement solutions to regional water supply problems that present a significant health and safety concern for customers currently receiving service from the water utility;
 - Main cleaning and relining (account 331800) projects; and
 - Unreimbursed costs related to highway relocation projects where a water utility must relocate its facilities; and

- Other related capitalized costs.
- c. Effective Date: The DSIC will become effective upon one (1) day notice after submission of a compliance tariff in compliance with a Commission order.

2. Computation of the DSIC

- a. Calculation: The DSIC shall be calculated to recover the fixed costs of eligible plant additions that have not previously been reflected in the Utility's rates and have been or are projected to be placed in service in the calendar year in which the DSIC is charged. The DSIC charge shall be levelized so that, on an annual basis, it will collect the recoverable costs for eligible plant additions that have been or are anticipated to be placed in service during the calendar year. DSIC charges shall be reconciled and may be adjusted on a calendar quarter basis for: 1) actual experienced sales volumes; and 2) revisions to projected DSIC eligible capital expenditures.

The dates and types of changes in the DSIC rate will occur as follows:

Effective Date of Change	Date to which DSIC-Eligible Plant Additions Reflected
April 1	Annual levelized C-factor rate adjustments
July 1	Adjustment prior year over/under collection
October 1	Optional rate adjustment
January 1	Adjustment for +/- 2% over / under collection

- b. Recoverable Costs: The recoverable costs shall be amounts reasonably expended or incurred to purchase and install eligible property and associated financing costs, if any, including debt service, debt service coverage, and issuance costs.

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- c. Application of DSIC: The DSIC will be expressed as a percentage carried to two decimal places and will be applied to the total amount billed to each customer for distribution service under the Utility's otherwise applicable rates and charges. To calculate the DSIC, one-fourth of the annual recoverable costs associated with all property eligible for cost recovery under the DSIC will be divided by the Utility's projected revenue for distribution services (including all applicable clauses and riders) for the quarterly period during which the charge will be collected.
- d. Formula: The formula for calculation of the DSIC is as follows:

$$\text{DSIC} = \frac{\text{DSI} + e}{\text{PQR}}$$

Where:

- DSI = Recoverable costs (defined in Section b. directly above)
- e = the amount calculated under the annual reconciliation feature or Commission audit, as described below.
- PQR = Projected quarterly revenues for distribution service (including all applicable clauses and riders) including any revenue from existing customers plus netted revenue from any customers which will be gained or lost by the beginning of the applicable service period.

3. Quarterly Updates: Supporting data for each quarterly update will be filed with the Commission and served upon the Commission's Bureau of Investigation and Enforcement, the Office of Consumer Advocate, and the Office of Small Business Advocate at least ten (10) days prior to the effective date of the update.

4. Customer Safeguards

- a. Cap: The DSIC is capped at 5.0% of the amount billed to customers for distribution service (including all applicable clauses and riders), inclusive of amounts billed for annual reconciliation pursuant to the "e" factor set forth above, as determined on an annualized basis.
- b. Audit/Reconciliation: The DSIC is subject to audit at intervals determined by the Commission. Any cost determined by the Commission not to comply with any provision of 66 Pa C.S. §§ 1350, et seq., shall be credited to customer accounts. The DSIC is subject to annual reconciliation based on a reconciliation period consisting of the twelve months ending December 31 of each year. The revenue received under the DSIC for the reconciliation period will be compared to the Authority's eligible costs for that period. The difference between revenue and costs will be recouped or refunded, as appropriate, in accordance with Section 1307(e), over a one-year period commencing on April 1 of each year. If DSIC revenues exceed DSIC-eligible costs, such over-collections will be refunded with interest. Interest on over-collections and credits will be calculated at the residential mortgage lending specified by the Secretary of Banking in accordance with the Loan Interest and Protection Law (41 P.S. §§ 101, et seq.) and will be refunded in the same manner as an over-collection.
- c. Customer Notice: Customers shall be notified of changes in the DSIC by including appropriate information on the first bill they receive following any change. An explanatory bill insert shall also be included with the first billing.
- d. All customer classes: The DSIC shall be applied equally to all customer classes. Provided that, the DSIC will not apply to public fire protection customers.

CERTIFICATE OF SERVICE

I hereby certify that this day I served a copy of the foregoing Letter, 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: January 31, 2019



Carl R. Shultz, Esquire