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September 7, 2021

Via Electronic Filing

Rosemary Chiavetta, Secretary
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Pittsburgh Water and Sewer Authority 2021 Rate Filing;
Docket Nos. R-2021-3024773 (water), R-2021-3024774 (wastewater);
R-2021-3024779 (stormwater)

Dear Secretary Chiavetta:

Enclosed for electronic filing please find the Joint Petition for Settlement (including Appendices A-L) in the above-referenced matter. **Pursuant to Order Suspending Schedule dated August 26, 2021, the active parties will file statements in support of the settlement no later than September 14, 2021.** Copies to be served in accordance with the attached Certificate of Service.

Sincerely,

A handwritten signature in blue ink that reads "Deanne M. O'Dell".

Deanne M. O'Dell

DMO/lww

cc: Hon. Eranda Vero w/enc.
Cert. of Service w/enc.

CERTIFICATE OF SERVICE

I hereby certify that this day I served a copy of **Joint Petition for Settlement** upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

Via Email Only

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September 7, 2021

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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission, <i>et. al.</i>	:	Docket Nos.	R-2021-3024773
	:		C-2021-3025473
	:		C-2021-3025516
v.	:		
	:		

Pittsburgh Water and Sewer Authority - Water

Pennsylvania Public Utility Commission, <i>et. al.</i>	:	Docket Nos.	R-2021-3024774
	:		C-2021-3025471
v.	:		C-2021-3025517
	:		
Pittsburgh Water and Sewer Authority - Wastewater	:		

Pennsylvania Public Utility Commission, <i>et. al.</i>	:	Docket No.	R-2021-3024779
	:		C-2021-3025474
v.	:		C-2021-3025521
	:		
Pittsburgh Water and Sewer Authority - Stormwater	:		

JOINT PETITION FOR SETTLEMENT

Date: September 7, 2021

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I. INTRODUCTION

The Pittsburgh Water and Sewer Authority (“PWSA” or the “Authority”), the Bureau of Investigation and Enforcement, (“BIE” or “I&E”), the Office of Consumer Advocate (“OCA”), the Office of Small Business Advocate (“OSBA”), Pittsburgh United and the City of Pittsburgh (“City”) (collectively, the “Joint Petitioners” or “Parties”),¹ by their respective counsel, submit and join in this Joint Petition For Settlement (“Settlement” or “Joint Petition”), between and among all of the active parties in the above-captioned consolidated proceeding; and request that Administrative Law Judge Eranda Vero (“ALJ”) and the Pennsylvania Public Utility Commission (“Commission” or “PUC”): 1) approve the Settlement and all of its terms and conditions without modification; and, 2) find that the terms of the Settlement are in accordance with the law and are in the public interest.

In support of this Settlement, the Joint Petitioners state as follows:

II. BACKGROUND

1. PWSA, a municipal authority, is a body politic and corporate, organized and existing under the Pennsylvania Municipality Authorities Act, 53 Pa. C.S. §§ 5601, *et seq.* PWSA manages the water, wastewater conveyance and stormwater systems of the City of Pittsburgh (“City”) pursuant to a 1995 Capital Lease Agreement dated July 15, 1995 which provides for PWSA’s purchase of the water supply, distribution and wastewater collection systems in 2025. PWSA’s management of the City’s assets and other details of their relationship are governed by 71 P.S. §§ 720.211 to 720.213.
2. PWSA became subject to the Commission’s jurisdiction effective April 1, 2018. *See* 66 Pa. C.S. § 3201 *et seq.* (“Chapter 32”). The Authority provides water service to approximately 80,000 residential, commercial and industrial customers in portions of the City of Pittsburgh (“City”); the Borough of Millvale; and portions of Reserve, O’Hara, and

¹ The Settlement has been agreed to by all of the active parties in this proceeding.

Blawnox Townships, Allegheny County. The Authority also provides wastewater conveyance and stormwater service to customers located in the City and conveys wastewater for portions of twenty-four neighboring communities.

3. There have been numerous proceedings involving PWSA as it continues to transition to the Commission's jurisdiction including: (1) two base rate proceedings (Docket Nos. R-2018-3002645, *et al.*, and R-2020-3017951, *et. al.*); (2) Stage 1 of an overall Compliance Plan Proceeding (Docket Nos. M-2018-2640802 and M-2018-2640803); and, (3) a Long-Term Infrastructure Improvement Plan ("LTIP") proceeding (Docket Nos. P-2018-3005037 and P-2018-3005039). Stage 2 of PWSA's Compliance Plan Proceeding regarding customer service issues was referred to the Office of Administrative Law Judge ("OALJ") by Secretarial Letter dated August 5, 2021 (Docket Nos. M-2018-2640802 and M-2018-2640803). Stage 2 of PWSA's Stormwater Compliance Plan is currently being held in abeyance pending the outcome of this proceeding.
4. On April 13, 2021, PWSA initiated this proceeding which sought a total increase to base rates for 2022 in the amount of \$32.20 million or 17.1%. The proposed base rate filing also included the introduction of a new stormwater rate and adjustments to the wastewater conveyance rates where stormwater rates are currently recovered. In consideration of the ongoing COVID-19 pandemic, PWSA also proposed to phase in the total requested increase over a two year period with \$22 million to be recovered in 2022 and the additional \$10.20 million to be recovered in 2023. PWSA also filed: (a) Petition for Consolidation of the Water, Wastewater, and Stormwater Rate Proceedings and for Authorization to use Combined Revenue Requirements; and, (b) Petition for Waiver of Fully Projected Future Test Year Statutory Requirements.

5. A more complete description of the related proceedings and the procedural history of this proceeding as well as a stipulation of facts, proposed conclusions of law and ordering paragraphs is attached hereto as Appendix A.
6. A list of commonly used acronyms is attached hereto as Appendix B.
7. Section III below sets forth the agreed-to proposals of the Joint Petitioners that the Parties respectfully request the Commission approve. In support of the agreed-to proposals, Appendix C sets forth the agreed-to allocation of the proposed settlement rate increase. Appendices D and E presents the revenue allocation comparison of existing rates, original proposed rates and settlement proposed rates. Because PWSA's proposed rate request is based on its needs in 2022 (the Fully Projected Future Test Year, or "FPFTY"), Appendix D provides the information comparing the revenue allocation of the full request for the FPFTY. Appendix E displays the revenue allocation in consideration of the receipt of the revenue over the two-year phase-in period. Appendices F and G compare the customer bill impacts. Appendix F displays a comparison of the original rate request with the proposed settlement rates on full FPFTY basis. Appendix G shows the customer bill impacts of the existing rates and the proposed settlement years over the two-year phase-in by first comparing existing rates the rates to be implemented in the first year (2022) and then comparing the year one rates (2022) to the rates to be implemented in the second year (2023). Appendices H-K present the revisions to the originally filed tariff supplement to reflect the Settlement terms. Finally, Appendix L is the proposed form of customer notice of future proposed rate changes.
8. Joint Petitioners submit that this Settlement is in accordance with the law, just and reasonable, and in the public interest. Section V below sets forth the reasons why the Joint Petitioners submit that the Settlement is in the public interest and should be approved. In

further support of this Settlement and consistent with the Order Suspending Schedule dated August 26, 2021, Joint Petitioners will file individual Statements in Support of the Settlement on September 14, 2021 to explain the reasons why they support the Settlement (or specific terms of the Settlement).

III. TERMS AND CONDITIONS OF SETTLEMENT

9. The Settling Parties support approving PWSA's April 13, 2021 base rate filing as modified by the terms and conditions that follow.

A. Revenue Requirements and Quarterly Reporting

1. Rates (based on Base Rate Rates Billed)

- a. Effective January 12, 2022:

- i. Water Rates: \$5,564,970 base rate increase
 - ii. Wastewater Rates: \$6,335,485 base rate decrease
 - iii. Stormwater Rates: \$17,766,816 new rates
 - iv. Total Revenue Increase 2022: \$16,996,300

- b. Effective January 1, 2023:

- i. Water Rates: \$9,525,207 base rate increase
 - ii. Wastewater Rates: \$11,456,537 base rate decrease
 - iii. Stormwater Rates: \$5,932,965 base rate increase
 - iv. Total Revenue Increase 2023: \$4,001,634

2. The rates to collect the settlement level of water, wastewater and stormwater revenues from customers are shown on Appendix E.
3. PWSA shall not file a general rate increase pursuant to 66 Pa C.S. § 1308(d) any sooner than March 2023 for rate implementation in January 2024. This paragraph does not apply to extraordinary or emergency rate relief pursuant to 66 Pa. C. S. § 1308(e) (or upon a petition for emergency rate increase), tariff changes required by Commission order or industry-wide changes in regulatory policy which affect PWSA's rates.
4. To the extent that PWSA's actual 2022 revenues net of expenses (not including the award of any COVID-19 funding) produce a surplus greater than its FPFTY projections, PWSA agrees to use the excess in its discretion to:
 - a. Add to its year end "days cash on hand;"
 - b. Pay down its construction line of credit; and/or
 - c. Repay an item in PWSA's borrowing portfolio.

5. PWSA agrees to provide a report to the Parties no later than May 31, 2023 for any surplus covered by the preceding paragraph. The report shall include information about the amount of the excess, the use of the funds and the rationale for the selected use of the funds.

6. Quarterly Reporting

- a. On a quarterly basis (beginning on or before April 1, 2022 and ending upon the filing of PWSA's next rate case), PWSA agrees to file a report at the docket number of this proceeding containing the information agreed-to in this settlement.
- b. Regarding PENNVEST grants, the report will include the following:
 - i. Information about any awarded PENNVEST grants which impact the revenue requirements developed as part of this proceeding.
 - ii. The information provided will include:
 - (a) The amount of the award granted; and
 - (b) An analysis of how the awarded grant impacts PWSA's revenue requirement and debt service coverage.
- c. Regarding COVID-19 Funding, the report will provide any available status update about the COVID-19 Funding awards to be reported pursuant to Section III, D.2 below.
- d. Regarding Customer Service issues, the quarterly reporting will include the following:
 - i. Updates regarding the status of its root cause analysis of informal and formal complaints; and,
 - ii. Once completed, details regarding the reforms adopted.
- e. Regarding Stormwater issues, the quarterly reporting will include the following:
 - i. An update of the status of the collaborative process to develop data points to be tracked for the Stormwater Credit Program as detailed in Section III,C.1.a.ii below; and,
 - ii. Updates on enrollment in the stormwater fee credit program.
- f. Regarding valve issues as explained more fully in Section III, E.1 below, the quarterly reporting will include the following:
 - i. Status of the planning to develop a record-keeping procedure for valve maintenance; and,
 - ii. Status regarding the development of a prioritization plan.

B. Cost Allocation and Rate Design

1. The parties agree PWSA will recover the water, wastewater conveyance and stormwater revenue as shown in Appendix C and are based on the following criteria
 - a. Cost allocation for water and wastewater conveyance services will be made for classes such that no class's increase is above 1.5x of the overall annual percentage increase in revenues for each such service.
 - b. The Stormwater only customer uncollectible rate will be set at 30%, which is a compromise of the parties' positions in recognition that the stormwater fee is a new charge and historical data about uncollectible expense is unavailable.
2. PWSA will include "Services" as a functional category in the cost of service analysis for water service in the next base rate case and:
 - a. Identify relevant costs to the extent PWSA is able to do so based on the records available; and
 - b. Propose the most appropriate allocation of the identified costs.
 - c. The parties reserve their rights to challenge PWSA's proposed allocation of identified costs in the next base rate case.
3. Minimum Charge
 - a. PWSA agrees to provide a plan to transition away from use of minimum usage allowance, with the first stage occurring in the next base rate case.
 - b. In support of its transition plan, PWSA will provide a customer cost analysis as part of its next base rate case which includes:
 - i. Customer costs related to cost of meters and services, customer installations, meter reading, customer records and collection, other customer accounting expense, employee pension and benefits, and maintenance of meters and services;
 - ii. The analysis will also explain how the direct costs of meter reading expenses, supervision, customer records and collection and employee pension and benefits are considered as part of the cost analysis.
 - c. PWSA will also consider and propose changes to its low income customer assistance program as appropriate at the same time it proposes its transition plan. As part of its proposed redesign of its low income customer assistance program, PWSA commits to the following:
 - i. The proposed redesign will ensure that, with respect to this redesign, participants retain, at minimum, the same level of benefits currently offered by the existing design, taking into consideration different usage levels and including any existing minimum usage allowances and any existing volumetric discounts;

- ii. Included with the proposal will be a comparison of the level of benefits pursuant to the current program structure with the level of benefits anticipated with the new proposed structure, taking into consideration different usage levels and including any existing minimum usage allowances and any existing volumetric discounts;
 - iii. Also included with the proposal will be a comparison of the resulting water and wastewater cost in relation to income under the current and proposed Bill Discount structure for a 2-person and 4-person household at 50% of the Federal Poverty Level, 100% of the Federal Poverty Level, and 150% of the Federal Poverty Level;
 - iv. No later than 60 days prior to filing the proposed changes, PWSA will share the proposal and analysis related to its proposed changes to the structure and/or discount offered under the Bill Discount Program with the parties to this proceeding and the LIAAC and will provide the parties and LIAAC members with an opportunity to provide feedback; and,
 - v. PWSA agrees to consider in good faith any feedback and/or suggestions from LIAAC members about its proposed redesign of the current low income customer assistance program and will explain as part of the testimony submitted with the rate case filing the reasons proposals were rejected.
 - vi. PWSA is working with its SAP vendor to ensure that its new system has the functionality necessary to accommodate the current bill discount structure and any lack of functionality related to other potential designs will not be a barrier to a different program design so long as the added costs to implement the design are reasonable.
- d. For residential customers residing in newly constructed townhomes who are required to install a meter larger than 5/8" for fire protection and due to City ordinance requirements, PWSA will:
- i. Establish a process for customers to submit a request to PWSA to reduce their minimum charge allowance and customer charge;
 - ii. Upon receipt and review of request from a residential customer, residing in a newly constructed townhome, PWSA will assess the customer the 5/8" minimum rate set forth in the tariff;
 - iii. Include language in its tariff advising customers of their ability to request assessment of the 5/8" minimum charge and usage allowance in this specific situation;
 - iv. Attempt to identify eligible customers first based on their meter size and usage; and then via a manual search of each property on the County of Allegheny real estate web site, to confirm properties that are townhomes and thereby required to have the larger 1" meter that they may not need;

- v. PWSA will simultaneously advertise the reduction on its website and bill and will maintain information on its website about the process for submitting a request to PWSA to reduce the minimum charge allowance for eligible customers; and
 - vi. PWSA representatives speaking with new residential customers with meters larger than 5/8" will inform them of their ability to request a reduction.
- 4. Lead Service Line Replacements for Non-Residential Customers
 - a. PWSA agrees to replace a customer lead service line (defined to include a service line made of lead, or galvanized iron or galvanized steel that is or formerly was downstream of a lead service line) at a non-residential property at no direct cost to the property owner when PWSA replaces a water distribution main connected to the customer lead service line as part of its Small Diameter Water Main Replacement Programs.
 - b. The Parties agree that PWSA will include this program expansion in its compliance tariff in this proceeding.
- 5. All parties reserve their right to address the issue of how to allocate the costs of PWSA's customer assistance programs in the next post-pandemic rate proceeding.
- 6. Stormwater Gradualism Adjustment
 - a. As part of its next base rate case, PWSA will reduce or eliminate the gradualism adjustment through which wastewater rates subsidize stormwater costs by reducing (or reducing to zero) the percentage of stormwater costs recovered through wastewater rates compared to the percentage of stormwater costs recovered through wastewater rates in this settlement.
 - b. If PWSA proposes to retain a stormwater gradualism adjustment in its next base rate case, PWSA will submit testimony and exhibits that present the rate impact on all customer classes from:
 - i. Eliminating the gradualism adjustment; and
 - ii. The gradualism adjustment that PWSA proposes.

C. Stormwater

- 1. Stormwater Credit Program
 - a. PWSA will track data on enrollment and actual costs of the stormwater credit program and provide this information in its next stormwater rate filing. To assist with the evaluation of the program, PWSA agrees to the following:
 - i. Within 60 days after entry of a final order in this proceeding, PWSA will convene a meeting with interested parties to identify the appropriate data points necessary to enable an evaluation of the program.

- ii. PWSA agrees to consider as part of the discussion the below data points:
 - (a) The customer class of the participant;
 - (b) Whether the customer is enrolled in the Bill Discount Program or otherwise identified as a confirmed low income customer;
 - (c) The location of the properties receiving a credit, including the 9-digit zip code of the property;
 - (d) The property's stormwater fee tier or number of ERUs;
 - (e) The amount of and basis for the credit for each property;
 - and,
 - (f) Whether the property has residential tenants.

2. Stormwater Master Plan

- a. PWSA will create and publicize a Stakeholder Engagement Plan for its Stormwater Master Plan development process within 60 days from date of entry of the final Commission Order in this proceeding.
 - i. Community outreach and engagement is a critical component of the Stormwater Master Plan and is targeted to begin in the fall of 2021 (recognizing pending action from the Commission in December 2021).
 - ii. Community members will have opportunities as part of this outreach to provide needed input as the Stormwater Master Plan is developed.
- b. The Stormwater Master Plan will comprehensively state PWSA's criteria for selecting and prioritizing stormwater projects.
- c. Nothing in this Settlement should be construed so as to preclude any party from challenging the basis for and prudence of the Stormwater Master Plan, or its conformance with the Public Utility Code, Commission regulations, Commission orders, or any other applicable authorities, in any future proceeding.

3. Commitment to Low Income and Other Impacted Communities

- a. As part of its commitment to ensuring fair, equitable service for low income and other impacted communities, PWSA agrees to the following:
 - i. PWSA's Stormwater Master Plan will provide for consideration of services and projects in low income communities and other communities disproportionately impacted by localized flooding, basement backups, and other stormwater impacts, as part of its planning process

- ii. PWSA's Stormwater Master Plan will include identifying and tracking of projects based on census block data to ensure information is available to evaluate deployment of stormwater infrastructure in low income communities and other communities disproportionately impacted by localized flooding, basement backups, and other stormwater impacts.
- iii. Beginning with the development of its 2023 Capital Improvement Plan, PWSA will factor into its consideration of project timeframes and overall planning projects that are targeted to areas of communities with higher concentrations of low income populations to the extent permitted by law and/or other regulatory directives and requirements.

4. Education and Outreach to Customers

- a. By the effective date of stormwater rates, PWSA will create a publicly-available stormwater website that is identified on the landing page of the PWSA web portal with a link to the stormwater website and includes the following information:
 - i. A portal allowing customers to view an aerial image of their property, the area of the property determined to be impervious, and the total calculated impervious area (including the calculated ERUs or residential tier);
 - ii. A credit manual that explains how customers can apply for and receive a stormwater credit;
 - iii. A description of the appeal process for questioning ERU determinations; and
 - iv. Other educational materials regarding the stormwater program and stormwater fee.
- b. PWSA's educational outreach to consumers about the new stormwater fee will focus on the following both before and after implementation:
 - i. Informing customers about the stormwater fee including its calculation and purpose;
 - ii. Providing sample stormwater bills as bill inserts with fields mapped to current PWSA customers' bills and explanations of new fields related to the stormwater fee;
 - iii. Social media and pgh2o.com website content with sample stormwater bills and explanations of the new bill fields related to the stormwater fee;
 - iv. Providing advance notice, via bill insert and bill messaging, to customers in the month prior to implementation of the stormwater fee that the next month's bill will include the fee; and
 - v. Engagement at community meetings.

- c. In the fall of 2021 prior to the implementation of the new stormwater fee, PWSA agrees to share drafts of the materials identified in preceding paragraph b with the parties in this proceeding and engage in good faith discussions regarding feedback or suggestions offered by the parties.
5. Stormwater Customer Service Issues
 - a. PWSA will track the following and present the information as part of its next rate case filing:
 - i. Customer call statistics concerning stormwater charges and bill impacts via a separate stormwater call queue (number of calls received and handled, average speed of answer, abandonment rate);
 - ii. Number of disputes concerning the stormwater fee and length of time they took to resolve;
 - iii. Number of customers in arrears for stormwater service by customer class; and
 - iv. Collection activities by type (i.e. outreach calls targeting past due accounts, shut-offs, liens) undertaken for customers with overdue stormwater charges.

D. COVID-19 Expenses, Funding and Pandemic Measures

1. COVID-19 Expenses
 - a. Consistent with the Commission directive in its Order entered July 15, 2021 at Docket Nos. M-2020-3019244 and M-2020-3019775, PWSA agrees to continue to track extraordinary, nonrecurring incremental COVID-19 related expenses (“COVID-19 Expenses”) and to maintain detailed accounting records of such expenses.
 - b. COVID-19 Expenses are defined as reasonably and prudently incurred incremental labor-related costs; costs incurred to maintain employee and contractor availability; incremental health care related costs; incremental worker’s compensation costs; incremental occupational safety equipment, contractor, personnel costs, and annual uncollectible accounts expense.
 - c. In its next general base rate proceeding, PWSA shall be permitted to claim all COVID-19 Expenses (including already incurred expenses where they exceed the amounts included in rates) for ratemaking purposes. Such claim will include, at a minimum, costs through at least the end of the FPFTY in the instant proceeding. For the period claimed, PWSA will also identify and reflect any cost savings as credits (i.e. offsets) to the corresponding categories of deferred costs. All parties reserve the right to review the prudence and reasonableness of any claimed COVID-19 Expenses in the next base rate proceeding.

2. Future COVID-19 Funding

- a. PWSA shall exercise prudent efforts to maximize its utilization of and track any government benefits, whether direct grant or other, to minimize costs to be deferred under this section.
- b. PWSA shall provide a report detailing its efforts, any amounts obtained as part of these efforts and their intended use, and, if denied, the reason for such denial as part of its next base rate case.
- c. If PWSA is awarded funding related to COVID-19:
 - i. No later than 30 days, if possible, after closing on the COVID-19 funding PWSA agrees to file a report with the Commission at this proceeding's docket number;
 - ii. The filed report will detail the amount awarded, designate the entity that granted the award, the timeline for availability of the funds, and whether or not the award is directly connected to projects and/or other budgets contemplated within the context of this rate case.
 - iii. To the extent funds received by PWSA related to COVID-19 are directly connected to projects and/or other budgets contemplated within the context of this rate case, PWSA agrees to file a petition with the Commission regarding how to address the impact of the receipt of such funding on PWSA's ratepayers.

3. Customer Protections

- a. PWSA agrees to continue the following current customer protections for at least one year following entry date of a final order in this proceeding. While they will not be extended without further Commission approval, all parties reserve the right to propose or challenge such extension in the future:
 - i. Waiver of reconnection fees;
 - ii. Perform targeted outreach to customers with existing debt to assist them with enrollment in PWSA's customer assistance programs, when eligible, and/or to negotiate appropriate payment arrangements; and,
 - iii. Continued reliance on self-certification of income for eligibility in the low income customer assistance programs, where currently permissible.

- b. Subject specifically to final Commission approval in recognition of the Commission's Order entered July 15, 2021 at Docket Nos. M-2020-3019244 and M-2020-3019775, PWSA agrees to the following payment arrangement process for one year following entry date of a final order in this proceeding:
 - i. Customers will be offered at least one payment arrangement consistent with the term lengths identified in 66 Pa. C.S. § 1405, except that (and without consideration of the number of prior arrangements or prior broken payment arrangements on their accounts):
 - (a) Customers \leq 250% of the Federal Poverty Level will be offered a payment arrangement of no less than 60 months;
 - (b) Customers between 250-300% of the Federal Poverty Level will be offered a payment arrangement of no less than 24 months; and,
 - (c) Customers over 300% of the Federal Poverty Level will be offered a payment arrangement of no less than twelve months in length, if warranted based on the customers' facts and circumstances, including their ability to pay.
 - ii. Victims of domestic violence with a Protection from Abuse Order or other court order which contains clear evidence of domestic violence will be offered a payment arrangement that exceeds the term lengths identified in 66 Pa. C.S. § 1405, if warranted based on the customers' facts and circumstances, including their ability to pay.

E. Customer Service/Quality of Service

1. Valves

- a. Record Keeping, Ownership, and Exercising
 - i. Subject to the discussion pursuant to Section III.E.1.a.iii below, PWSA will create a plan to implement a record-keeping procedure for valve maintenance, including valve location (GPS coordinates), age, size manufacturer, serial number (when available from the manufacturer), number of rotations to fully open and fully close valve, and overall condition of valves for all new valve installations beginning in 2022.
 - ii. PWSA will endeavor to incorporate information about existing valves to the extent such information is attainable as part of PWSA's normal operating processes.

- iii. PWSA will meet with I&E's Safety Division and interested parties within 30 days of the final filing of this Settlement Agreement and Statements in Support for the purposes of:
 - (a) Discussing PWSA's plan to implement a record-keeping procedure for valve maintenance, including valve location (GPS coordinates), age, size, number of rotations to fully open and fully close valve, and overall condition of valves for all existing valves.
 - (b) At the meeting, if any portion of the identified information is not available to PWSA, PWSA will convey that information, including the reason why it is not available, to I&E's Safety Division and interested parties.
 - (c) PWSA will provide more detail about its recent determination that 6,000 valves in the PWSA system are privately owned, including the identity of the private owner and how the determination of ownership was made.
 - (d) PWSA will provide information relative to whether and how PWSA's system is impacted by such private ownership, including but not limited to the following:
 - (1) identification of who has the right to operate the privately owned valves;
 - (2) confirmation of whether PWSA has investigated if it needs additional valves to ensure safety;
 - (3) an explanation of how PWSA is able to isolate valves as may be required if it is reliant upon others to operate valves on its system.
 - (e) PWSA will continue its current valve exercising program, under which it attempts to exercise 5,000 isolation valves per calendar year, pending the discussion and outcome of this meeting.
- iv. By January 31, 2022, PWSA will file a report for calendar year 2021 identifying each valve that it attempted to exercise and whether it was broken or operable.

b. Prioritization Plan

- i. PWSA will work with a third party expert for assistance with any necessary modeling, GIS layers, Standard Operating Procedures (SOPs) and planning efforts to develop a prioritization plan to be implemented in 2022.
 - (a) PWSA will file a progress report once a formal timeline has been developed.
 - (b) With at least 30 days advance notice, PWSA will coordinate a meeting with interested parties to discuss the final plan and to ensure that members of I&E's Safety Division will be able to attend.

- c. I&E and interested parties reserve the right to conduct a further investigation into this matter as deemed warranted.
2. Isolation Valves
 - a. PWSA will continue its current practice of repairing or replacing isolation valves at the time they are found to be inoperable, recognizing that valves 16” or greater may require additional time to repair or replace, and document the planned date for repair and replacement.
3. Meter Testing and Replacement
 - a. Subject to the willingness of customers to permit PWSA access to their meters given concerns about social distancing associated with the current pandemic, PWSA will strive to test or replace 8,000 meters per calendar year beginning in 2022 until all undocumented meters are either tested or replaced.
4. Flushing Distribution System
 - a. PWSA will continue to flush one-third of its distribution system each year.
5. Party Service Lines
 - a. PWSA will revise its definition of Party Water Service Line to clarify that the installation and cost of installation of the Meter and the Water Service Line from the Water Main to and including the Curb Stop is the responsibility of the Authority consistent with Part III, Section A.13, Third Revised Page No. 36 of the Water Tariff.
 - b. PWSA’s proposed new Residential Permit Fee set forth in Part I, Section H.5.b for reconnecting to existing water and/or sewer service will not apply to party line separations.
6. Responsibility for Damaged Sewer Lateral Repair and Replacement
 - a. PWSA will prepare and submit for Commission approval a plan for repair and replacement of privately owned damaged sewer laterals (“DSL Plan”) (which includes those located within the public right of way) at PWSA’s expense.
 - b. The DSL Plan will be consistent with PWSA’s comments in the Commission’s Act 120 Rulemaking at Docket No. L-2020-3019521 and will contain the following elements:
 - i. A cap of \$500,000 on the annual amount that PWSA will expend on replacement of damaged sewer laterals each year, subject to the right of PWSA and interested parties to request the Commission to revise the cap upward if additional funding sources or other factors justify a revision.
 - ii. PWSA will request that the DSL Plan be grandfathered and not require revision upon final promulgation of the Commission’s Act 120 Rulemaking.

- c. To formulate the DSL Plan, PWSA shall convene a collaborative with interested Parties within 60 days of the final filing of the Settlement Agreement and Statements in Support.
 - d. PWSA will file for approval of the DSL Plan with the Commission 90 days after entry of the Commission's Final Order in this proceeding.
7. Customer Service Performance Metrics
- a. Call Center. PWSA will commit to meeting its internal goals: Average Speed of Answer ≤ 1 minute and Abandonment Rate $\leq 3\%$.
 - b. Outage Restoration. PWSA will commit to meeting its internal goal of restoring service for outages that impact more than 2,000 customers within 6 hours.
8. Customer Complaint Handling
- a. PWSA will ensure that complaints received about pressure, no water, faulty meters, non-registering meters, high consumption and previously unbilled consumption will be recorded and included in its internal log. PWSA will use best efforts to record and log complaints about high bills as well.
 - b. PWSA agrees to identify complaints under the category "Investigate lid" and correctly classify them as being related to water, wastewater or stormwater.
 - c. PWSA will undertake a root cause analysis of informal and formal complaints and identify and adopt reforms to reduce formal complaints, verified complaints and justified complaints.
 - d. PWSA will evaluate its collections policies about seeking payment of back bills for meters that were not working properly or regularly read for an actual reading:
 - i. Based on the results of such analysis, PWSA will identify and adopt reforms in an effort to reduce complaints regarding these issues; and
 - ii. PWSA will provide the results of its analysis, detail the reforms adopted and the results of such changes as part of its next base rate filing.
9. Liens and Third Party Debt Collector
- a. PWSA will expand its customer education and notice about its use of liens to include adding language about its use of liens to customer notices, PWSA's website and PWSA's tariff.
 - b. If PWSA elects to issue a Request for Proposal ("RFP") to engage with a third-party debt collection agency, PWSA agrees to provide notice to the parties in this proceeding and to consider comments and feedback regarding the proposal. PWSA will also provide notice and an opportunity for comment to LIAAC members.

10. Compliance Plan Stage 2 Customer Service Issues

- a. All parties recognize that PWSA's compliance with the Public Utility Code at Chapter 14, the Commission's Regulations at Chapter 56, the Discontinuance of Service to Leased Premises Act ("DSLPA"), 66 Pa.C.S. §§ 1521-1533, and, PWSA's plan for collections are being addressed as part of the on-going Compliance Plan Stage 2 proceeding regarding customer service issues at Docket No. M-2018-2640802; and,
- b. All parties recognize that any commitments made as part of this settlement regarding the above referenced issues may be revised or superseded by directives and/or agreements reached as part of the Compliance Plan Stage 2 proceeding.

F. Low Income Customer Assistance Programs

1. Bill Discount Program ("BDP")

- a. Discounts available to BDP participants
 - i. BDP participants with a household income between 0-50% of the Federal Poverty Level will receive a 50% discount regarding volumetric charges.
 - ii. BDP participants will receive an 85% discount on the stormwater charge.
 - iii. The discounts set forth in (i) and (ii) above are in addition to the existing BDP discount on the minimum (fixed) charge.
- b. Arrearage Forgiveness Program ("AFP")
 - i. Customers who enroll in BDP with a pre-existing arrearage and negotiate a payment arrangement will be automatically enrolled in the AFP.
 - ii. PWSA will attempt to contact all current BDP enrollees with outstanding arrearages and not enrolled in AFP to establish a payment arrangement and enroll in AFP.
 - iii. PWSA will offer 60 month payment arrangements to all BDP enrollees and participants.
 - iv. PWSA will coordinate with Dollar Energy Fund ("DEF") to:
 - (a) develop a seamless process for assisting BDP enrollees to obtain a payment arrangement and to enroll in the AFP; and
 - (b) ensure that DEF is providing accurate information to customers at the time of BDP enrollment related to the terms, obligations, and customers' right related to entering into payment arrangements.

- v. Until final Commission approval of changes to the AFP pursuant to Section II, F.1.b.vi below, the current credit on pre-program arrearages will be increased to a flat \$30 credit with no additional program structural changes
 - (a) PWSA agrees to extend the expanded credit to existing BDP participants as well as future enrollees.
 - (b) In recognition of the expansion of PWSA's AFP, PWSA shall track and record the credits provided to eligible customers and may claim the credits for ratemaking purposes in a future rate case.

- vi. As part of its implementation of a new customer information and billing system ("SAP"):
 - (a) PWSA agrees to undertake a cost-benefit analysis of restructuring the AFP to provide pre-program arrearage forgiveness over a three year period.
 - (b) Within 60 days of entry of the final order in this proceeding, PWSA agrees to convene interested stakeholders to discuss its cost-benefit analysis and proposed restructuring. PWSA will also discuss the analysis with LIAAC members either at a special session (that includes interested parties) or as part of a previously scheduled LIAAC meeting (to which parties will be invited to attend).
 - (c) The following features will be considered for inclusion with the proposed plan and PWSA will work with vendor to put into place the functional ability to accommodate this structure:
 - (1) An Arrearage Forgiveness Program for Bill Discount Program enrollees (CAP rate), consisting of the customer's account balance being reduced by 1/36th of the original pre-program balance amount, which essentially eliminates the balance within a three-year period.
 - (2) At the time of enrollment, a customer's total arrearage is "frozen," or separated from their current and future bills.
 - (3) The frozen arrearage is then forgiven at a fixed rate of 1/36th per month for each month that the customer pays their full and timely monthly bill.
 - (4) Customers receive retroactive arrearage forgiveness for any months of arrearage forgiveness "missed" once the customer pays the billed charges in full.
 - (5) Additionally, customers who miss monthly bill payments may catch-up and retroactively have their arrearage forgiven as if they had paid timely.

- vii. PWSA commits to continuation of an AFP (though the structure may be changed) and, going forward, will no longer refer to it as a “pilot” program.
 - c. Plan to Solicit Input from BDP Participants
 - i. The PGH2O Cares Team will develop a plan for identifying customers interest in providing feedback about PWSA’s customer bill presentation;
 - ii. The PGH2O Cares Team will coordinate the identified BDP participants to discuss bill presentation of the BDP program; and
 - iii. PWSA will report the results of the focus group to the LIAAC members as well as any plan to incorporate changes to the existing bill design.
- 2. Hardship Grant
 - a. PWSA will eliminate the sincere effort of payment requirement.
 - b. PWSA will extend the Hardship Grant to Wastewater Conveyance only customers.
 - c. As a condition of approval of PWSA’s proposal to fund the Hardship Grant in an amount of \$100,000 as part of its revenue requirements, PWSA will continue to explore any and all possibilities for funding the Hardship Grant and will continue to solicit and evaluate ideas received from LIAAC members.
- 3. Winter Shut Off Moratorium
 - a. PWSA will automatically extend the Winter Shut Off Moratorium protections to all confirmed low income customers; and
 - b. PWSA agrees to withdraw, without prejudice, its proposal to expand the Winter Shut Off Moratorium to customers who are 65 years or older but PWSA reserves the right to file a separate petition with the Commission seeking approval of the proposal (or a similar proposal).
- 4. Administration
 - a. PWSA will continue to evaluate the administration of its low income customer programs to ensure that the programs are appropriately structured to incentivize enrollment and accuracy.
 - b. PWSA’s evaluation will consider cost effective methods for administrating the programs, how to realize synergies with other area utility programs, and ability to access and collect appropriate data for program adoption.

5. Outreach

- a. PWSA will establish a target of enrolling 20% of its estimated number of customers with income at or below 150% of Poverty Level in its Bill Discount Program within 18 months of a Final Order in this proceeding.
- b. PWSA will establish quantitative goals related to unsolicited customer contacts, in addition to regular enrollment efforts, and focus these communications in areas with residents of the lowest incomes.
- c. Unsolicited contacts would include telephone contacts, mailings, and eventually in-person canvassing.
- d. The PGH2O Cares team will track and monitor the success of these enrollment attempts and report the information on a quarterly basis as part of the LIAAC meetings.
- e. PWSA will continue to monitor the results of its outreach plan, consider the feedback from customers, the community, LIAAC members, and, if beneficial progress is not occurring, PWSA agrees to develop a responsive action plan to redirect efforts.

G. Miscellaneous Fees

1. PWSA agrees to reduce its Returned Check Charge to \$20.
2. PWSA agrees to remove its existing tariff language permitting adjustments to miscellaneous charges and fees on an annual basis for increases in the annual Consumer Price Index.
3. PWSA will not charge customers for access to data in the possession of PWSA that would be required for PWSA to respond to a customer dispute or complaint.
4. In its next base rate filing, PWSA will provide cost-based support for its proposed fees and charges. The support will include but not be limited to support for the number of person-hours or equipment-hours needed to perform each task and will explain the basis for any rounding up from the indicated costs.

H. Future Notice of Proposed Rate Changes

1. PWSA agrees that future notices of proposed rate changes will include:
 - a. Specific language that “the bill impacts from this Notice do not include ALCOSAN charges for wastewater treatment;” and,
 - b. Reference to Wastewater “Conveyance” rather than just “Wastewater.”
 - c. A proposed form of notice with the changes is attached as Appendix L.

IV. ADDITIONAL TERMS AND CONDITIONS

10. The Commission's approval of the Settlement shall not be construed as approval of any Joint Petitioner's position on any issue, except to the extent required to effectuate the terms and agreements of the Settlement. This Settlement may not be cited as precedent in any future proceeding, except to the extent required to implement the Settlement.
11. It is understood and agreed among the Joint Petitioners that the Settlement is a black box settlement, the result of compromise and does not necessarily represent the position(s) that would be advanced by any party in this or any other proceeding, if it were fully litigated.
12. This Settlement is being presented only in the context of this proceeding in an effort to resolve the proceeding in a manner that is fair and reasonable. The Settlement represents a carefully balanced compromise of the interests of all the Joint Petitioners in this proceeding. This Settlement is presented without prejudice to any position which any of the Joint Petitioners may have advanced and without prejudice to the position any of the Joint Petitioners may advance in the future on the merits of the issues in future proceedings, except to the extent necessary to effectuate the terms and conditions of this Settlement.
13. This Settlement is conditioned upon the Commission's approval of the terms and conditions contained herein without modification. If the Commission should disapprove the Settlement or modify any terms and conditions herein, PWSA or any Joint Petitioner may withdraw from this Settlement, upon written notice to the Commission and all parties within five (5) business days following entry of the Commission's Order, and, in such event, the Settlement shall be of no force and effect. In the event that the Commission disapproves the Settlement or PWSA or any other Joint Petitioner elects to withdraw from the Settlement as provided above, each of the Joint Petitioners reserves their respective

rights to fully litigate this case, including, but not limited to, presentation of witnesses, cross-examination and legal argument through submission of Briefs, Exceptions and Replies to Exceptions.

14. All Joint Petitioners shall support the Settlement, and will make reasonable and good faith efforts to obtain approval of the Settlement by the ALJ and the Commission without modification. The Joint Petitioners agree that such good faith efforts do not necessarily include opposing or responding to comments or oppositions to the Settlement. The Joint Petitioners acknowledge and agree that this Settlement, if approved, shall have the same force and effect as if the Joint Petitioners had fully litigated the issues resolved by the Settlement and will result in the establishment of terms and conditions that – until changed on a going-forward basis as provided in the Public Utility Code – are in accordance with the law and in the public interest.
15. If the ALJ, in her Recommended Decision, recommends that the Commission adopt the Settlement as herein proposed without modification, the Joint Petitioners agree to waive the filing of Exceptions with respect to any issues addressed by the Settlement. However, the Joint Petitioners do not waive their rights to file Exceptions with respect to: (a) any modifications to the terms and conditions of this Settlement; or, (b) any additional matters proposed by the ALJ in her Recommended Decision. The Joint Petitioners also reserve the right to file Replies to any Exceptions that may be filed.
16. This Settlement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

V. THE SETTLEMENT IS IN THE PUBLIC INTEREST

17. This Settlement was achieved by the Joint Petitioners after an extensive investigation of PWSA's filings in the context of the on-going COVID-19 pandemic, Commission actions in related proceedings, the continuing need for PWSA to invest in its infrastructure and update its systems to work toward compliance with the Commission's requirements and the introduction of the new stormwater fee. The Petitioners engaged in extensive informal and formal discovery and numerous settlement discussions. They also carefully reviewed and considered the direct, supplemental direct, rebuttal, surrebuttal, and rejoinder testimony (including all the supporting exhibits) filed by PWSA and the Joint Petitioners.
18. On September 14, 2021, the Joint Petitioners will file their respective Statements in Support setting forth the bases upon which each of them believes that the Settlement and the proposed Compliance Tariffs are in the public interest and should be approved.
19. The Joint Petitioners submit that the Settlement is in the public interest for the following additional reasons:
- a. **The Settlement Provides A Reasonable Resolution.** The Settlement represents a balanced compromise of the issues raised by the active parties in this proceeding while recognizing the benefit to PWSA's ratepayers of providing PWSA with the opportunity to receive sufficient revenue to fund the provision of adequate, efficient, safe and reasonable service. The Settlement is also responsive to concerns about customer impacts including customer education, financial assistance and safety particularly in view of the introduction of the stormwater fee.
 - b. **Substantial Litigation And Associated Costs Will Be Avoided.** The Settlement amicably and expeditiously resolves a substantial number of issues permitting PWSA to provide safe and effective service at just and reasonable rates by focusing resources on implementing the agreed-to additional customer service projects, including the launch of a new stormwater fee, and moving forward to update and modernize infrastructure, in part, to come into compliance with Commission and Department of Environmental Protection requirements.

- c. **The Settlement Is Consistent With Commission Policies Promoting Negotiated Settlements.** The Joint Petitioners arrived at the Settlement, after conducting extensive discovery and numerous in-depth discussions. The Settlement constitutes reasonably negotiated compromises on the issues addressed. Thus, the Settlement is consistent with the Commission's rules and practices encouraging settlements, 52 Pa. Code §§ 5.231, 69.391, 69.401-69.406, and is supported by a substantial record.

WHEREFORE, the Joint Petitioners, by their respective counsel, respectfully request that the ALJ approve the Settlement as set forth herein, including all terms and conditions, without modification.

Respectfully submitted,



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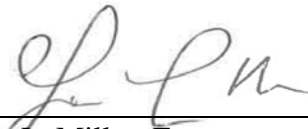
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Dated September 7, 2021

Appendix A

**Joint Petition for Settlement
PWSA Rate Case R-2021-3024773,
*et al.***

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission, <i>et. al.</i>	:	Docket Nos.	R-2021-3024773
	:		C-2021-3025473
v.	:		C-2021-3025516
	:		
Pittsburgh Water and Sewer Authority - Water	:		
	:		
Pennsylvania Public Utility Commission, <i>et. al.</i>	:	Docket Nos.	R-2021-3024774
	:		C-2021-3025471
v.	:		C-2021-3025517
	:		
Pittsburgh Water and Sewer Authority - Wastewater	:		
	:		
Pennsylvania Public Utility Commission, <i>et. al.</i>	:	Docket No.	R-2021-3024779
	:		C-2021-3025474
v.	:		C-2021-3025521
	:		
Pittsburgh Water and Sewer Authority - Stormwater	:		
	:		

**PROCEDURAL HISTORY, STIPULATION OF FACTS, CONCLUSIONS OF LAW
AND ORDERING PARAGRAPHS**

Background of Commission Jurisdiction and Related Compliance Plan Proceedings

1. On December 21, 2017, Governor Wolf signed Act 65 of 2017 into law whereby the Public Utility Code was amended to add new language subjecting the Pittsburgh Water and Sewer Authority's ("PWSA") water, wastewater conveyance, and stormwater operations to regulation by the Commission effective April 1, 2018. *See* 66 Pa. C.S. § 3201 *et seq.* ("Chapter 32").
2. PWSA manages the water, wastewater conveyance, and stormwater systems of the City of Pittsburgh ("City") pursuant to a 1995 Capital Lease Agreement which provides for PWSA's purchase of the system in 2025. PWSA's management of the City's assets and other details of their relationship are set forth in a 2019 Cooperation Agreement which,

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Joint Petition for Settlement PWSA Rate Case R-2021-3024773, *et al.*

pursuant to 71 P.S. §§ 720.211 to 720.213, has “the full force and effect of law” until January 1, 2025 unless PWSA and the City mutually agree to an earlier termination date. The statute specifically provides that the 2019 Cooperation Agreement shall “supersede, during the term of the cooperation agreement, any provision of 66 Pa.C.S. Pt. I, a commission regulation, policy statement, order and regulatory proceeding as they pertain to issues covered by the cooperation agreement, including the authority’s rates, terms and conditions of service rendered to the city and the respective rights and duties between the authority and the city.” 71 P.S. § 720.213(a).

3. On March 15, 2018, the Commission provided direction regarding the transition of PWSA to the Commission’s jurisdiction. *Implementation of Chapter 32 of the Public Utility Code Regarding Pittsburgh Water and Sewer Authority*, Docket Nos. M-2018-2640802 (water) and M-2018-2640803 (wastewater), Final Implementation Order entered March 15, 2018.
4. Consistent with Commission direction, PWSA filed a Compliance Plan on September 28, 2018. On November 28, 2018, the Commission issued a Secretarial Letter which: (1) referred PWSA’s September 28, 2018 Compliance Plan filing to the Office of Administrative Law Judge; and (2) established two stages of review for PWSA’s Compliance Plan. *Assignment of the Pittsburgh Water and Sewer Authority Compliance Plan to the Office of Administrative Law Judge*, Docket No. M-2018-2640802 (water) and M-2018-2640803 (wastewater), dated November 28, 2018 Corrected.
5. Over the course of three final orders, the Commission adjudicated issues subject to the Stage 1 Compliance Plan proceeding.

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6. Relevant for this proceeding, the *March 2020 Stage 1 Order* granted PWSA a temporary waiver of the requirement to follow Commission line extension processes permitting PWSA to maintain the status quo but gave PWSA one year from the date of the final to either: (1) petition for a permanent waiver of the Commission's line extension regulations; or (2) submit a supplemental compliance plan detailing how PWSA will revise its processes to be compliance with Commission regulations. *Implementation of Chapter 32 of the Public Utility Code Regarding Pittsburgh Water and Sewer Authority – Stage 1*, Docket Nos. M-2018-2640802 (water) and M-2018-2640803 (wastewater), Opinion and Order entered March 26, 2020 at 74.
7. PWSA filed its Supplemental Compliance Plan Regarding Line Extensions on March 26, 2021. The Supplemental Compliance Plan described PWSA's plan to transition to the Commission's line extension regulations, which involved submitting tariff revisions in this rate case to achieve ultimate compliance with 52 Pa. Code §§ 65.1, 65.21-65.23.
8. Also relevant for this proceeding, the Commission's February 4, 2021 Stage 1 Compliance Plan order provided direction regarding the commencement of Stage 2. *Implementation of Chapter 32 of the Public Utility Code Regarding Pittsburgh Water and Sewer Authority – Stage 1*, Docket Nos. M-2018-2640802 (water) and M-2018-2640803 (wastewater), Opinion and Order entered February 4, 2021.
9. Upon approval by the Commission for a short extension of time via March 23, 2021 Secretarial Letter, on April 9, 2021, PWSA filed: (1) Stage 2 Compliance Plan: Chapters 14 & 56, DSLPA and Collections (aka Customer Service Issues); and, (2) Stage 2 Compliance Plan: Stormwater.

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10. By Secretarial Letter dated August 5, 2021, the Commission assigned Stage 2 Compliance Plan Customer Service Issues to the OALJ with direction to issue a recommended decision no later than May 25, 2022. *Assignment of the Pittsburgh Water and Sewer Authority Stage 2 Compliance Plan to the Office of Administrative Law Judge*, Secretarial Letter, Docket Nos. M-2018-2640802 and M-2018-2640803, dated August 5, 2021.
11. The Commission granted PWSA’s Motion to Hold in Abeyance the Stage 2 Stormwater Compliance Plan in an order entered May 20, 2021. *Implementation of Chapter 32 of the Public Utility Code Regarding Pittsburgh Water and Sewer Authority*, M-2018-2640802 and M-2018-2640803, Opinion and Order entered May 20, 2021 at 21-22.

Procedural History of this Proceeding

12. On April 13, 2021, PWSA filed this base rate case pursuant to 66 Pa. C.S. § 1308(d), docketed at Docket Nos. R-2021-3024773 (water); R-2021-3024774 (wastewater); and R-2021-3024779 (stormwater) (“Rate Filing”). Pursuant to the Rate Filing, PWSA sought Commission approval to increase its combined water, wastewater and stormwater rates by \$32.2 million on a phased-in basis in 2022 and 2023. Additionally, PWSA proposed its first stormwater fee and tariff to fund its stormwater management program and provide a more equitable rate structure to recover costs associated with stormwater service.
13. Included with PWSA’s base rate filing was proposed Supplement No. 7 to Tariff Water – Pa. P.U.C. No. 1, Supplement No. 6 to Tariff Wastewater – Pa. P.U.C. No. 1 and Tariff Storm Water – Pa P.U.C. No. 1 which included the rates designed to achieve the proposed total rate increase of \$32.215 million across all three utility services and also

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- included provisions, as appropriate, to incorporate the other proposals including the removal of tapping fees and language to implement the Commission's line extension requirements in the water tariff.
14. On the same date, PWSA filed Petitions: (1) for Consolidation of the Water, Wastewater, and Stormwater Rate Proceedings and for Authorization to Use Combined Water, Wastewater and Stormwater Revenue Requirements; and (2) for Waiver of the Statutory Definition of Fully Projected Future Test Year.
 15. On April 14, 2021, the Pennsylvania Public Utility Commission's Bureau of Investigation and Enforcement ("I&E") filed a Notice of Appearance in this proceeding.
 16. On April 21, 2021, the Commission issued a Secretarial Letter seeking PWSA's responses to data requests from the Bureau of Technical Utility Services ("TUS").
 17. On April 23, 2021, the Office of Consumer Advocate ("OCA") filed complaints against all three proposed rate cases which were docketed at C-2021-3025473 (water), C-2021-3025471 (wastewater), and C-2021-3025474 (stormwater).
 18. On April 26, 2021, Pittsburgh United filed a Petition to Intervene, and the Office of Small Business Advocate ("OSBA") filed complaints against all three proposed rate cases which were docketed at C-2021-3025516 (water), C-2021-3025517 (wastewater), and C-2021-3025521 (stormwater).
 19. On April 27, 2021, PWSA filed a letter indicating that it was electing not to file a formal answer to the complaints filed by the OSBA and the OCA, nor to any subsequently filed complaints.
 20. On April 30, 2021, a letter from Commissioner Ralph V. Yanora requested that the parties examine ten identified issues in this proceeding.

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21. On May 3, 2021, PWSA filed responses to the data requests of TUS.
22. On May 17, 2021, PWSA filed responses to the April 30, 2021 questions from Commissioner Yanora.
23. On May 20, 2021, the Commission entered three orders – one at each of the above referenced docket numbers – suspending PWSA’s proposed tariff supplement for investigation and referring the cases to the OALJ.
24. On May 25, 2021, a Telephonic Prehearing Conference Notice was issued scheduling a Telephonic Prehearing Conference for June 1, 2021. ALJ Vero also issued a Prehearing Conference Order with further direction regarding the Telephone Prehearing Conference.
25. On May 27, 2021, PWSA filed a Motion for Protective Order.
26. On May 28, 2021, the City of Pittsburgh petitioned to intervene in each of the three rate proceedings.
27. On June 1, 2021, the Telephonic Prehearing Conference was held as scheduled.
28. On June 2, 2021, PWSA filed Tariff Supplements to suspend Supplement No. 7 of the Water Tariff, Supplement No. 6 of the Wastewater Tariff and the Stormwater Tariff until January 13, 2022. As explained with the filing, PWSA voluntarily elected to extend the statutory suspension period by one day to accommodate action at the Commission’s January 13, 2022 public meeting which permitted the parties to develop a litigation schedule offering more time for review and evaluation, to address the Stormwater Directed Questions and in consideration of precedent affirming that utilities continue to be entitled to appropriate rate relief in accordance with 66 Pa. C.S. § 1308(d) immediately following the end of the statutory suspension period.

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29. On June 2, 2021, PWSA's Motion for Protective Order was granted and a Protective Order was entered.
30. The discussion and decisions of the June 1, 2021 prehearing conference were memorialized in the Prehearing Order dated June 8, 2021. Accordingly, (1) the Petitions to Intervene filed by Pittsburgh United and the City of Pittsburgh were granted; (2) the Petitions of PWSA for consolidation, to use combined revenue requirements, for waiver of the statutory definition of Fully Projected Future Test Year were granted; (3) a litigation schedule, which recognized a voluntary one-day extension of the statutory suspension period from January 12, 2022 to January 13, 2022 was adopted; and, (4) the dates for public input hearings were set.
31. Subsequently, parties were informed that the previously approved litigation schedule developed as a result of PWSA's voluntary extension of the statutory suspension period needed to be revised because the January 13, 2022 public meeting date would not allow sufficient time for incorporation of a motion by the Commissioners or for entry of a revised Commission Opinion and Order. Therefore, parties were directed to either consider a longer period of time to extend the statutory suspension period (i.e. an additional 13 days) or seek Commissioner approval of the proposal as initially developed by the parties and approved by the ALJ.
32. Ultimately, the parties proposed a revised schedule which did not require PWSA to voluntarily extend the statutory suspension period. The revised litigation schedule was approved in Prehearing Order dated June 17, 2021. The revised litigation scheduled also postponed the previously approved public input hearing dates by one week to accommodate public notice.

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33. On June 24, 2021, PWSA filed revised versions of the Tariff Supplements previously filed on June 2, 2021 to change the suspension date from January 13, 2022 to January 12, 2022 consistent with the revised litigation schedule adopted by the June 17, 2021 Prehearing Order.
34. On June 14, 2021, PWSA served Supplemental Direct Testimony to respond to the Directed Questions of Commissioner Ralph V. Yanora dated April 30, 2021 and to respond to the Commission's Technical Staff Report and Directed Questions Stage 2 which were issued on May 20, 2021 with the Commission's order suspending PWSA's proposed stormwater tariff.
35. Six Public Input Hearings were held as scheduled on June 28, 29 and 30, 2021. On August 5, 2021, PWSA filed a Proof of Publication indicating that notice of the Public Input Hearings was published in the *Pittsburgh Post-Gazette* on June 20 and 27, 2021.
36. On July 8, 2021, direct testimony from witnesses on behalf of I&E, OCA, OSBA and Pittsburgh United was served.
37. On July 9, 2021, rebuttal testimony from witnesses on behalf of PWSA, I&E, OCA, OSBA and Pittsburgh United was served.
38. On August 6, 2021, surrebuttal testimony from witnesses on behalf of PWSA, I&E, OCA, OSBA and Pittsburgh United was served.
39. On August 10, 2021, rejoinder testimony from witnesses on behalf of PWSA was served.
40. Discovery was first served to PWSA on April 21, 2021 and continued through July 30, 2021. PWSA responded to 1,286 discovery requests (inclusive of subparts) from the parties. The parties collectively responded to 102 discovery requests from PWSA.

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41. The August 12, 2021 evidentiary hearing was cancelled at the request of the parties but the August 13, 2021 evidentiary hearing was held as scheduled. During the hearing, parties explained that they were close to reaching a full settlement on all issues. All of the previously served testimony and exhibits of the parties were moved for admission into the record and all parties waived cross-examination.
42. On August 17, 2021, a Post-Hearing Order was entered which identified all of the evidence that was admitted into the hearing record by order of the presiding officer and directed parties to electronically file the evidence with the Commission. By Errata August 18, 2021, the previously missing evidence moved into the record by Pittsburgh United was included.
43. Pursuant to Order Suspending Schedule dated August 26, 2021, a schedule for submission of the Joint Petition for Settlement and Statements in Support was established.
44. On September 7, 2021, PWSA filed a unanimous Joint Petition for Settlement, which resolves all issues raised in this proceeding.

Parties

45. PWSA is a municipal authority. It is a body politic and corporate, organized and existing under the Pennsylvania Municipality Authorities Act, 53 Pa. C.S. §§ 5601, *et seq.* PWSA is regulated as a public utility pursuant to the Public Utility Code. 66 Pa. C.S. § 3201, *et seq.* As a public utility, the Authority provides water service to approximately 80,000 residential, commercial and industrial customers in portions of the City of Pittsburgh (“City”); the Borough of Millvale; and portions of Reserve, O’Hara, and Blawnox Townships, Allegheny County. The Authority also provides wastewater conveyance

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- service to customers located in the City and conveys wastewater for portions of twenty-four neighboring communities.
46. The Bureau of Investigation and Enforcement (“I&E”) was created by the Commission pursuant to 66 Pa. C.S. § 308.2(a)(7) as a prosecutory bureau for purposes of, *inter alia*, representing the public interest in ratemaking matters before the Office of Administrative Law Judge (“OALJ”). *Implementation of Act 129 of 2008; Organization of Bureaus and Offices*, Docket No. M-2008-2071852 (Order entered August 11, 2011, at 4-5).
 47. The Office of Consumer Advocate (“OCA”) is empowered to represent the interests of Pennsylvania consumers before the Commission, pursuant to Act 1976-161 of the General Assembly, as amended, 71 Pa. C.S. §§ 3-901 *et seq.*
 48. The Office of Small Business Advocate (“OSBA”) is authorized by the Small Business Advocate Act, Act 181 of 1988, 73 P.S. §§ 399.41 – 399.50, to represent the interests of small business consumers of utility services in matters before the Commission.
 49. Pittsburgh United is a coalition of community, labor, faith, and environmental organizations committed to advancing the vision of a community and economy that works for all people. Its members work collectively to build a community whereby all workers are able to care for themselves and raise their families, sharing in the prosperity generated by economic growth and development.
 50. The City of Pittsburgh (“City”), a Home Rule Municipality organized and existing under the Home Rule Charter and Optional Plans Law, 53 Pa. C.S. §§ 2901 *et seq.* and city of the second class by statutory designation, is a political subdivision of the Commonwealth of Pennsylvania. The City established PWSA in 1984 to assume responsibility for

operating the City’s water supply and distribution and wastewater collection systems (“Water and Sewer Systems”).

Specific Information Regarding PWSA’s Base Rate Proposals

51. PWSA’s original base rate filing requested an increase in its combined water, wastewater conveyance rates, and a new stormwater rate totaling \$32.2 million, to be phased-in in 2022 and 2023. The proposed Year 1 increase was \$22 million, or 11.7%, and the proposed Year 2 increase was \$10.2 million, or 5.4%. (PWSA St. No. 2 at 4).
52. The major cost drivers behind PWSA’s proposed rate increase included: 1) increasing operations to a level sufficient to maintain PWSA’s large system; and 2) funding PWSA’s substantial Capital Improvement Plan (“CIP”). PWSA’s request did not include any claims for COVID-related expenses. (PWSA St. No. 2 at 5-9).
53. PWSA’s estimated increase in operating costs, as explained by PWSA, stem largely from an anticipated increase in salary and associated benefits necessary to fill vacant positions so that PWSA has the staff needed to support its operations and various projects mandated by regulatory entities. Also, the annual costs that PWSA incurs to carry bad debt expense for collections related to pass-through charges of the Allegheny County Sanitary Authority (“ALCOSAN”) have increased, and are expected to increase, as a result of the COVID-19 pandemic and the planned ALCOSAN rate increase. (PWSA St. No. 2 at 7, 16).
54. Additionally, significant investments are required pursuant to Consent Orders and Agreements (“COAs”) issued by the Pennsylvania Department of Environmental Protection (“DEP”). A major planned infrastructure project addresses the poor condition of the clearwell and requires PWSA to implement a series of key projects that will enable

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- the clearwell to be shut down from service and replaced. (PWSA St. No. 1 at 8-9, 20 and PWSA St. No. 5 at 10-11).
55. PWSA's Water Reliability Plan, as described by PWSA, includes a series of major pumping, storage, and transmission infrastructure projects, designed to facilitate the replacement of the clearwell, as well as upgrade major core infrastructure in the system. Construction projects under the Water Reliability Plan are scheduled to begin in the fourth quarter of 2021, with a majority of the construction projects occurring in 2022. (PWSA St. No. 1 at 10 and PWSA St. No. 5 at 10-11).
56. PWSA is also engaged in the strategic replacement of water mains, designed to improve reliability and water pressure, maintain water quality, and minimize disturbances caused by breaks. These efforts also involve removing lead service lines attached to the water mains, as part of PWSA's Lead Infrastructure Plan. (PWSA St. No. 1 at 9 and PWSA St. No. 5 at 15).
57. PWSA anticipates that its CIP projects will result in significant construction expenditures, requiring PWSA to increase its debt service by \$22.4 million. (PWSA St. No. 2 at 5).
58. Until January 1, 2025, PWSA is required to comply with the terms of a 2019 Cooperation Agreement between the City of Pittsburgh and PWSA. PWSA's obligations under the 2019 Cooperation Agreement include: (i) responsibility for the operation, maintenance, repair and replacement of water mains in City Parks, and for existing and new service lines, which provide water service to City Parks larger than 50 acres; (ii) responsibility for the operation, maintenance, repair and replacement of sanitary sewer and combined sewer mains in City Parks, and for existing and new sewer laterals within City Parks

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larger than 50 acres; and (iii) responsibility for the operation, maintenance, repair and replacement of water mains providing water service to City properties, and the operation, maintenance, repair, and replacement of sanitary sewer and combination sewer mains on City properties. The 2019 Cooperation Agreement also addresses PWSA's obligations relating to service lines and sewer laterals on City properties, establishes a phase-in of PWSA charges on City-owned metered properties for all water usage and fire hydrant usage, and provides for the assessment of a City Payroll Tax on PWSA, as well as taxes that would be due pursuant to the Pennsylvania Public Utility Realty Tax. (PWSA St. No. 1 at 14-17).

59. PWSA identified total capital requirements for Fiscal Years 2021-2025 as being approximately \$1.2 billion. (PWSA St. No. 5 at 6).
60. The main sources of funding are PWSA's Distribution System Improvement Charge ("DSIC"), debt/revenue bonds, and PENNVEST (and potentially other government) loans and grants. The DSIC funding is being used as a source of internally generated funds ("PAYGO") to fund capital projects. PWSA explained that virtually all the funds needed to finance the CIP come from ratepayers or from borrowing. The cost of borrowing also must be paid by ratepayers. (PWSA St. No. 2 at 23).
61. Additionally, in its initial filing, PWSA sought approval of its first stormwater fee and tariff to fund its stormwater management program and provide a more equitable rate structure for stormwater service. (See PWSA St. No. 7 and PWSA St. No. 8).
62. The primary goals of PWSA's stormwater program are to reduce Combined Sewer Overflow ("CSO") volume; implement a stormwater asset management program; define a publicly accepted level of stormwater management capacity; achieve regulatory

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- compliance; develop partnership with government and other agencies to access eligible funds for flood protection and water quality projects; and establish an affordable stormwater utility fee structure. (PWSA St. No. 7 at 23-24).
63. PWSA’s filing also included a number of rate mitigation measures, including: (i) maintaining the current rate structure; (ii) structuring the newly proposed stormwater fee to apply both gradualism to the rates and to phase-in over the proposed two year period; and (iii) a new pilot program to incentivize customers to enroll in paperless billing and establish auto-pay. (PWSA St. No. 6 at 18-21).
64. PWSA also made a number of proposed enhancements to its Customer Assistance Programs, including: (i) a proposed expansion of the Winter Moratorium to include senior citizens, regardless of income level; (ii) proposals to revise the Bill Discount so that the customers at or below 50% of the Federal Poverty Level (“FPL”) qualify for a volumetric rate discount of 50% (as compared to the current discount of 20%) and to offer a 75% discount on the stormwater fee for customers who meet the general eligibility guidelines for this program; and (iii) a proposed increase in eligibility income for Hardship Grants from 150% to 300% of the FPL. PWSA also proposed to continue its pilot arrearage forgiveness program. (PWSA St. No. 1 at 7 and PWSA St. No. 6 at 26-27).
65. As part of its original filing, PWSA addressed several other issues, including: Financial Policies and Goals (PWSA St. No. 3 at 6-15); Capital Markets Considerations (PWSA St. No. 3 at 15-19); Peer Review of Financial Metrics (PWSA St. No. 3 at 19-30); Cost of Service, Cost Allocations and Rate Design (PWSA St. No. 4); and Customer Service and Collections Updates (PWSA St. No. 6 at 7-16).

Key Positions of Opposing Parties

66. I&E, OCA, OSBA and Pittsburgh United (collectively, “Opposing Parties”) submitted testimony challenging many of the proposals in PWSA’s rate filing. (I&E St. Nos. 1-4; OCA St. Nos. 1-7; OSBA St. No. 1 and Pittsburgh United St. Nos. 1-2).
67. I&E and OCA proposed adjustments resulting in decreases to PWSA’s revenue requirements, and Pittsburgh United took the position that it did not support any rate increase at this time. (I&E St. No. 1 at 7; I&E St. No. 2; OCA St. No. 1 at 7-45; Pittsburgh United St. No. 1 at 7-9).
68. In addition, Opposing Parties raised issues concerning the appropriateness of PWSA’s allocation of certain costs to customer classes in the cost of service studies, as well as the proposed rate design and allocation of any rate increase to the customer classes. (I&E St. No. 3 at 8-22; OCA St. No. 3 at 4-15; OSBA St. No. 1; Pittsburgh United St. No. 1 at 22-24).
69. Opposing Parties further challenged certain aspects of PWSA’s proposed stormwater fee, stormwater tariff, and stormwater management program and/or made recommendations related thereto. (I&E St. No. 3 at 22-32; OCA St. No. 3 at 16-29; OCA St. No. 5 at 29-33; OSBA St. No. 1 at 35-46; Pittsburgh United St. No. 1 at 47-48; Pittsburgh United St. No. 2).
70. OCA and Pittsburgh United also provided testimony related to the COVID-19 pandemic and made recommendations aimed at mitigating the impact of the pandemic on customers and proposed COVID-19-related factors for the Commission to consider in evaluating a rate increase. (OCA St. No. 4 at 20-36; OCA St. No. 7; Pittsburgh United St. No. 1 at 24-28). I&E made recommendations about how PWSA should be obligated to track, report,

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and recognize any COVID-19 relief funding that it may receive before its next base rate case (I&E St. No. 3 at 4-8).

71. OCA and Pittsburgh United also contended that PWSA's proposals to address low income customer assistance issues were inadequate and offered recommendations to enhance PWSA's handling of those issues. (OCA St. No. 4 at 6-19 and 36-49; Pittsburgh United St. No. 1 at 29-47). I&E contested PWSA's proposal to extend its winter moratorium to certain customers based solely on their attaining age 65 or above without any income qualification (I&E St. No. 2 at 53-57).
72. OCA identified concerns with the adequacy of PWSA's overall customer service, as well as PWSA's quality of service, and recommended steps that PWSA should take to improve in these areas. (OCA St. No. 5; OCA St. No. 6.) I&E identified concerns with PWSA's valve program, including issues with prioritization and record-keeping (I&E St. No. 4).

Settlement Provisions

73. In establishing a proposed base rate increase, the Joint Petition for Settlement ("Settlement") fairly balances PWSA's revenue needs and introduction of a new stormwater fee with the challenges raised by the parties concerning, *inter alia*: a rate increase, the structure of the stormwater fee and customer notice. The Settlement also contains provisions to address the other concerns the parties identified about various aspects of PWSA's operations and service including customer service, customer assistance, safety and customer education. As such, it represents a comprehensive resolution of issues in dispute and a reasonable compromise of differing objectives and views.

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74. Fairly balancing the parties' positions, the Settlement provides for a total increase of \$20.998 million in base rate revenue, which is approximately 34.8% less than the originally proposed increase. The Settlement proposes to phase-in the total increase over a two-year period collecting \$16.996 million effective January 12, 2022 and \$4.002 million starting on January 1, 2023. The rates to be collected are allocated to water, wastewater and a new stormwater rate. The Settlement also sets forth specific directives concerning how PWSA will utilize any excess actual 2022 revenues net of expenses for the benefit of ratepayers and provides that PWSA will not file a general rate increase any sooner than March 2023 for rate implementation in January 2024. PWSA also agrees to quarterly reporting regarding specific agreements set forth in the Settlement
75. The Settlement is also responsive to other issues raised by the parties by:
- a. Setting forth a series of agreements concerning cost allocation, revenue allocation and rate design, including PWSA's agreement to provide a plan to transition away from the use of minimum usage allowance while also proposing changes to its low income customer assistance program as appropriate upon redesign of the rate structure;
 - b. Setting forth numerous commitments of PWSA regarding Stormwater including the continuing assessment of reducing or eliminating the gradualism adjustment so that stormwater customers will, in time, pay the full costs of PWSA's stormwater management efforts, tracking data regarding the stormwater credit program, engaging the public in the Stormwater Master Plan development process, expressing a commitment take low income communities and other communities disproportionately impacted by localized flooding, basement backups, and other stormwater impacts into consideration during project planning, specific steps to be taken regarding customer education about the new stormwater fee, and tracking customer service data regarding the new stormwater customers;
 - c. Applying the settlement proposed reduced revenue requirements to the stormwater gradualism adjustment rather than decreasing PWSA's initially proposed stormwater rate, which has the effect of reducing the amount of the stormwater gradualism adjustment from the initially proposed \$12.4 million to the settlement proposed \$10.6 million. As a percent of overall cost, the

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initially proposed amount was 33.8% which would be reduced to 30.5% if the settlement is adopted.

- d. PWSA commits to extend COVID-19 relief measures to customers, such as through the waiver of reconnection fees, targeted outreach to customers with existing debt, and modifications to its payment arrangement process, as well as to track COVID-19 expenses and report on future COVID-19 funding received by PWSA;
- e. The Settlement establishes a process related to addressing valve safety which includes a meeting with the Parties to address record keeping, ownership of valves, and a prioritization plan;
- f. The Settlement also permits PWSA to revise its Water Tariff to authorize the replacement, at PWSA's cost, of private lead service lines connected to non-residential properties when PWSA replaces the connecting main, as part of its ongoing Small Diameter Water Line Replacement Program.
- g. As part of the Settlement, PWSA makes specific commitments regarding damaged sewer lateral lines, customer service performance metrics and customer complaint handling;
- h. The Settlement also establishes detailed requirements for PWSA to improve and expand its low income customer assistance programs to include its Arrearage Forgiveness Program;
- i. PWSA agrees to reduce its Returned Check Charge and remove its current tariff language permitting adjustments on an annual basis for increases in the annual Consumer Price Index as well as to provide cost-based support for proposed fees and charges in its next base rate case; and,
- j. PWSA agrees to specific language changes to its future notice of proposed rate changes so as to more clearly explain that ALCOSAN charges are separate from PWSA's rate proposals.

76. On balance, the Settlement comprehensively resolves all issues raised during the proceeding in a manner that is consistent with the public interest.

PROPOSED CONCLUSIONS OF LAW

1. The Joint Petition for Settlement is in the public interest.

2. The rates, terms and conditions contained in PWSA's base rate increase filings of April 13, 2021 at Docket No. R-2021-3024773 (Water), Docket No. R-2021-3024774 (Wastewater), and Docket No. R-2021-3024779 (Stormwater) as modified by the Settlement, are – until changed on a going-forward basis as provided in the Public Utility Code – Commission-made, just and reasonable, and in the public interest.

PROPOSED ORDERING PARAGRAPHS

THEREFORE, IT IS ORDERED:

1. That the Joint Petition for Settlement filed September 7, 2021 by The Pittsburgh Water and Sewer Authority, the Bureau of Investigation and Enforcement, the Office of Consumer Advocate, the Office of Small Business Advocate, Pittsburgh United and the City of Pittsburgh is granted, and the Settlement is thereby adopted, in full, without modification or correction.
2. That the Pittsburgh Water and Sewer Authority is authorized to file tariffs, tariff supplements or tariff revisions containing rates, rules and regulations, consistent with the Joint Petition for Settlement, to produce a total increase of \$20.998 million in base rate revenue over a two-year period collecting \$16.996 million effective January 12, 2022 and an additional \$4.002 million starting on January 1, 2023, consistent with the rates, rules and regulations set forth in the pro forma tariffs included in Appendices I (Water), J (Wastewater) and K (Storm Water) to the Joint Petition for Settlement.
3. That the Pittsburgh Water and Sewer Authority shall be permitted to file tariffs in the form set forth in Appendices I (Water), J (Wastewater) and K (Storm Water) to the Joint Petition for Settlement, to become effective upon at least one day's notice, for service rendered on and after January 12, 2022, so as to produce an annual increase in revenues consistent with this Order.
4. That The Pittsburgh Water and Sewer Authority, the Bureau of Investigation and Enforcement, the Office of Consumer Advocate, the Office of Small Business Advocate, Pittsburgh United, and the City of Pittsburgh shall comply with the terms of the Joint Petition

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for Settlement submitted in this proceeding, as though each term and condition stated therein had been the subject of an individual ordering paragraph.

5. That the complaints of the Office of Consumer Advocate at Docket Nos. C-2021-3025473 (Water); C-2021-3025471 (Wastewater); and, C-2021-3025474 (Stormwater) are deemed satisfied and marked closed.
6. That the complaints of the Office of Small Business Advocate Docket Nos. C-2021-3025516 (Water); C-2021-3025471 (Wastewater); and, C-2021-3025521 (Stormwater) are deemed satisfied and marked closed.
7. That upon acceptance and approval by the Commission of the tariffs and allocation of proposed settlement rate increase filed by The Pittsburgh Water and Sewer Authority consistent with this Order, the Commission's investigation at Docket No. R-2021-3024773 (Water); Docket No. R-2021-3024774 (Wastewater); and, Docket No. R-2021-3024779 (Stormwater) shall be terminated; and, these dockets shall be marked closed.

Appendix B

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List of Commonly Used Acronyms

ACRONYM	MEANING
AFSCME	American Federation of State, County and Municipal Employees Labor Union
ALCOSAN	Allegheny County Sanitary Authority
AFP	Arrearage Forgiveness Program
ARPA	American Rescue Plan Act
AWWA	American Water Works Association
BDP	PWSA Bill Discount Program
BDP-CAP	Billing Discount Program - Customer Assistance Program
BEC	Base Extra Capacity Cost Methodology
CAP	Customer Assistance Program
CCOSS	Class Cost of Service Study
CFM	Cash Flow Method
C&I	Credits & Incentives
CIP	Capital Improvement Plan
CIS	Customer Information System
CLFRF	Coronavirus Local Fiscal Recovery Funds
COA	Consent Order and Agreement
COH	Cash on Hand
COSS	Cost of Service Study
CMMS	Computerized Maintenance Management System
CSFRF	Coronavirus State Fiscal Recovery Funds
CSO	Combined Sewer Overflow(s)
CSS	Combined Sewer System (Sanitary and Stormwater)
DCOH	Days Cash on Hand
DEF	Dollar Energy Fund
DSCR	Debt Service Coverage Ratio
DSIC	Distribution System Improvement Charge
DSLPA	Discontinuance of Services to Leased Premises Act
ERP	Enterprise Resource Planning
ERU	Equivalent Residential Unit
FPFTY	Fully Projected Future Test Year
FPL	Federal Poverty Level
FTY	Future Test Year
GIS	Geographic Information System
HAF	Homeowner Assistance Fund or Program
HTY	Historic(al) Test Year
LIAAC	Low Income Assistance Advisory Committee
LIHWAP	Low Income Household Water Assistance Program
LSL	Lead Service Lines
LSLR(P)	Lead Service Line Replacement Program
LTIIIP	Long-Term Infrastructure Improvement Plan

List of Commonly Used Acronyms

MS4	Municipal Separate Storm Sewer System
NSFR	Non-Single Family Residential Properties
NSWO	Non-Stormwater Only Customers
O&M	Operating or Operation and Maintenance
PAFP	Pilot Arrearage Forgiveness Program
PAYGO or Pay-Go	Pay-As-You-Go Funding or Financing
PENNVEST	Pennsylvania Infrastructure Investment Authority
PIP or PIPP	Percentage of Income Payment Plan
RSF	Rate Stabilization Fund
SBIS	Stormwater Billing Information System
SCADA	Supervisory Control and Data Acquisition
SDWMR	Small Diameter Water Main Replacement
SFIA	Square Feet of Impervious Area
SFR	Single Family Residential
SSO	Sanitary Sewer Overflows
SWCOSS	Stormwater Cost of Service Study
SWO	Stormwater Only Customers
UFW	Unaccounted For Water
WCOSS	Water Cost of Service Study
WWCOSS	Wastewater Cost of Service Study

Appendix C

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Pittsburgh Water and Sewer Authority
 2022 COS & Rate Design
 Allocation of Proposed Settlement Rate Increase

	Proposed Settlement Revenue Increase*		
	Water	Wastewater Conveyance	Total (Water and Conveyance Only)
Revenue Increase			
Residential	\$ 4,480,591	\$ (6,433,764)	\$ (1,953,174)
Residential - CAP	260,543	(379,020)	(118,477)
Commercial	7,029,477	(7,537,293)	(507,816)
Industrial	457,850	(332,400)	125,450
Health or Education	1,767,433	(2,874,536)	(1,107,104)
Municipal (Metered & Unmetered)	266,358	(235,008)	31,349
Private Fire System	(59)	-	(59)
Public Fire Protection***	481,089	-	481,089
Wholesale & Bulk	346,895	-	346,895
Other	-	-	-
Stormwater Only	-	-	-
Total: Revenue Increase	\$ 15,090,177	\$ (17,792,022)	\$ (2,701,846)

Proposed Settlement % Increase		
Water	Wastewater Conveyance	Total (Water and Conveyance Only)
9.6%	-22.0%	-2.6%
17.3%	-25.3%	-4.0%
16.2%	-28.6%	-0.7%
19.0%	-22.7%	3.2%
9.6%	-28.6%	-3.9%
15.8%	-25.2%	1.2%
0.0%	0.0%	0.0%
92.0%	0.0%	92.0%
10.9%	0.0%	10.9%
0.0%	0.0%	N/A
0.0%	0.0%	N/A
12.5%	-25.4%	10.4%

% of Proposed Settlement Increase		
Water	Wastewater Conveyance	Total** (Water and Conveyance Only)
29.7%	-36.2%	-72.3%
1.7%	-2.1%	-4.4%
46.6%	-42.4%	-18.8%
3.0%	-1.9%	4.6%
11.7%	-16.2%	-41.0%
1.8%	-1.3%	1.2%
0.0%	0.0%	0.0%
3.2%	0.0%	17.8%
2.3%	0.0%	12.8%
0.0%	0.0%	0.0%
0.0%	0.0%	0.0%
100.0%	-100.0%	-100.0%

* Includes Base Rate Revenues only

** Note that there is an overall net negative increase, or overall decrease, when combining only the water and wastewater conveyance adjustments.

*** Large percentage increase for public fire driven by increase in City of Pittsburgh rate per the Cooperation Agreement.

	Stormwater		
	Proposed Settlement Revenue Increase*	Proposed Settlement % Increase	% of Proposed Settlement Increase
Revenue Increase			
Existing Accounts			
Residential			
Tier 1	\$ 605,071	N/A***	2.6%
Tier 2	6,431,677	N/A***	27.1%
Tier 3	2,576,563	N/A***	10.9%
Residential-CAP	53,158	N/A***	0.2%
Non-Residential	11,089,255	N/A***	46.8%
Stormwater Only (New Accounts)			
Residential	94,703	N/A***	0.4%
Non-Residential	2,849,353	N/A***	12.0%
Total: Revenue Increase	\$ 23,699,780	N/A***	100.0%

*** New Implemented Rate.

Appendix D

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Pittsburgh Water and Sewer Authority
 2022 COS & Rate Design
 Water Revenue Proof

	2022 Revenue @ Existing Rates			FPPTY 2022 Revenue @ Filed Rates (Original Request - Full FPPTY)			FPPTY 2022 Revenue at Settlement Proposed Rates (Full FPPTY)		
	Units	Rates	Revenue	Units	Rates	Revenue	Units	Rates	Revenue
Base Rate Revenues									
Minimum Charges									
Residential									
5/8"	695,677	\$ 27.27	\$ 18,971,113	695,677	\$ 27.81	\$ 19,346,778	695,677	\$ 26.52	\$ 18,449,355
3/4"	30,635	44.37	1,359,271	30,635	48.76	1,493,759	30,635	46.47	1,423,605
1"	28,586	89.82	2,567,604	28,586	107.16	3,063,287	28,586	102.08	2,918,070
1 1/2"	84	175.30	14,725	84	211.90	17,800	84	201.85	16,955
2"	26	289.14	7,518	26	354.10	9,207	26	337.28	8,769
Unmetered	4,132	64.02	264,531	4,132	74.37	307,297	4,132	70.44	291,058
<i>Subtotal: Residential</i>	759,140		\$ 23,184,762	759,140		\$ 24,238,128	759,140		\$ 23,107,813
Residential - CAP-BDP									
5/8"	48,295	\$ -	\$ -	48,295	\$ -	\$ -	48,295	\$ -	\$ -
3/4"	395	-	-	395	-	-	395	-	-
1"	218	-	-	218	-	-	218	-	-
1 1/2"	-	-	-	-	-	-	-	-	-
2"	-	-	-	-	-	-	-	-	-
Unmetered	12	36.75	441	12	46.56	559	12	43.95	527
<i>Subtotal: Residential - CAP-BDP</i>	48,920		\$ 441	48,920		\$ 559	48,920		\$ 527
Commercial									
5/8"	31,486	\$ 27.27	\$ 858,614	31,349	\$ 27.81	\$ 871,806	31,486	\$ 26.52	\$ 835,000
3/4"	7,999	44.37	354,930	7,891	48.76	384,765	7,999	46.47	371,729
1"	15,979	89.82	1,435,234	15,806	107.16	1,693,771	15,979	102.08	1,631,136
1 1/2"	10,183	175.30	1,785,080	10,131	211.90	2,146,688	10,183	201.85	2,055,439
2"	9,498	289.14	2,746,155	9,421	354.10	3,335,858	9,498	337.28	3,203,373
3"	2,908	641.48	1,865,210	2,908	804.82	2,340,148	2,908	766.42	2,228,494
4"	2,227	1,084.28	2,415,053	2,209	1,379.99	3,048,858	2,227	1,313.93	2,926,560
6"	1,011	2,558.16	2,587,152	1,012	3,335.35	3,375,374	1,011	3,174.80	3,210,781
8"	121	4,596.96	554,700	105	6,077.98	636,162	121	5,784.48	697,994
10" & Above	-	7,515.81	-	-	10,070.12	-	-	9,582.36	-
Unmetered	24	75.07	1,802	24	87.65	2,104	24	82.92	1,990
<i>Subtotal: Commercial</i>	81,436		\$ 14,603,931	80,855		\$ 17,835,535	81,436		\$ 17,162,496
Industrial									
5/8"	72	\$ 27.27	\$ 1,963	209	\$ 27.81	\$ 5,812	72	\$ 26.52	\$ 1,909
3/4"	12	44.37	532	120	48.76	5,867	12	46.47	558
1"	72	89.82	6,467	245	107.16	26,254	72	102.08	7,350
1 1/2"	-	175.30	-	52	211.90	11,089	-	201.85	-
2"	60	289.14	17,348	137	354.10	48,512	60	337.28	20,237
3"	24	641.48	15,396	24	804.82	19,316	24	766.42	18,394
4"	72	1,084.28	78,068	90	1,379.99	124,199	72	1,313.93	94,603
6"	24	2,558.16	61,396	23	3,335.35	77,825	24	3,174.80	76,195
8"	24	4,596.96	110,327	40	6,077.98	243,119	24	5,784.48	138,828
10" & Above	24	7,515.81	180,379	24	10,070.12	241,683	24	9,582.36	229,977
<i>Subtotal: Industrial</i>	384		\$ 471,877	965		\$ 803,677	384		\$ 588,050
Health or Education									
5/8"	409	\$ 27.27	\$ 11,144	409	\$ 27.81	\$ 11,365	409	\$ 26.52	\$ 10,838
3/4"	102	44.37	4,511	102	48.76	4,957	102	46.47	4,724
1"	293	89.82	26,287	293	107.16	31,362	293	102.08	29,875
1 1/2"	774	175.30	135,624	774	211.90	163,940	774	201.85	156,165
2"	1,736	289.14	501,947	1,736	354.10	614,718	1,736	337.28	585,518
3"	1,160	641.48	744,117	1,160	804.82	933,591	1,160	766.42	889,047
4"	835	1,084.28	905,012	835	1,379.99	1,151,832	835	1,313.93	1,096,694
6"	441	2,558.16	1,128,149	441	3,335.35	1,470,889	441	3,174.80	1,400,087
8"	36	4,596.96	165,491	36	6,077.98	218,807	36	5,784.48	208,241
10" & Above	24	7,515.81	180,379	24	10,070.12	241,683	24	9,582.36	229,977
<i>Subtotal: Health or Education</i>	5,808		\$ 3,802,661	5,808		\$ 4,843,144	5,808		\$ 4,611,166
Municipal									
5/8"	1,094	\$ 16.36	\$ 17,900	1,094	\$ 16.69	\$ 18,259	1,094	\$ 15.91	\$ 17,408
3/4"	71	26.62	1,890	71	29.26	2,077	71	27.88	1,980
1"	321	53.89	17,299	321	64.30	20,640	321	61.25	19,661
1 1/2"	335	105.18	35,235	335	127.14	42,592	335	121.11	40,572
2"	397	173.48	68,873	397	212.46	84,347	397	202.37	80,340
3"	133	384.89	51,190	133	482.90	64,226	133	459.85	61,160
4"	35	650.57	22,770	35	827.99	28,980	35	788.36	27,593
6"	36	1,534.90	55,256	36	2,001.21	72,044	36	1,904.88	68,576
8"	-	2,758.18	-	-	3,646.79	-	-	3,470.69	-
10" & Above	-	4,509.49	-	-	6,042.08	-	-	5,749.42	-
<i>Subtotal: Municipal</i>	2,422		\$ 270,414	2,422		\$ 333,164	2,422		\$ 317,288
Municipal - Unmetered									
5/8"	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -
3/4"	-	-	-	-	-	-	-	-	-
1"	288	-	-	288	-	-	288	-	-
1.5"	-	-	-	-	-	-	-	-	-
2"	-	-	-	-	-	-	-	-	-
3"	-	-	-	-	-	-	-	-	-
4"	48	-	-	48	-	-	48	-	-
<i>Subtotal: Municipal - Unmetered</i>	336		\$ -	336		\$ -	336		\$ -
<i>Subtotal: Minimum Charges</i>			\$ 42,334,086			\$ 48,054,206			\$ 45,787,340

	2022 Revenue @ Existing Rates			FPFTY 2022 Revenue @ Filed Rates (Original Request - Full FPFTY)			2022 Revenue at Settlement Proposed Rates		
	Units	Rates	Revenue	Units	Rates	Revenue	Units	Rates	Revenue
Fire Protection Charges									
Public (City per Hydrant)	88,488	\$ 5.65	\$ 499,957	90,096	11.62	\$ 1,046,916	88,488	11.01	\$ 974,253
Public (Non-City per Hydrant)	1,608	14.13	22,713	-	19.37	-	1,608	18.35	29,507
Private									
1" or Less	14,856	\$ 33.24	\$ 493,813	14,856	\$ 16.00	\$ 237,696	14,856	\$ 15.43	\$ 229,228
1 1/2"-3"	581	101.97	59,245	581	47.95	27,859	581	46.28	26,889
4"	60	314.42	18,865	60	157.89	9,473	60	152.25	9,135
6" or Greater	192	626.83	120,351	192	337.49	64,798	192	325.06	62,412
<i>Subtotal: Fire Protection Charges</i>			\$ 1,214,945			\$ 1,386,742			\$ 1,331,423
Volume Charge									
Residential	1,906,921	\$ 12.25	\$ 23,359,776	1,906,921	\$ 15.52	\$ 29,595,406	1,906,921	\$ 14.64	\$ 27,917,316
Residential - CAP-BDP - Tier 1	116,707	12.25	1,429,666	116,707	15.52	1,811,299	116,707	14.64	1,708,597
Residential - CAP-BDP - Tier 2	7,449	9.80	73,004	7,449	7.76	57,807	7,449	7.32	54,530
Commercial	2,416,709	11.95	28,879,675	2,421,505	14.96	36,225,712	2,416,709	13.80	33,350,587
Industrial	187,735	10.31	1,935,548	182,939	13.02	2,381,870	187,735	12.13	2,277,226
Health or Education	958,928	15.29	14,662,007	958,928	17.21	16,503,148	958,928	16.29	15,620,934
Private Fire System	14,559	14.01	203,969	14,559	37.52	546,246	14,559	39.05	568,521
Municipal	197,733	7.17	1,417,744	197,733	8.98	1,775,640	197,733	8.28	1,637,228
<i>Subtotal: Volume Charge</i>	5,806,741		\$ 71,961,388			\$ 88,897,130	5,806,741		\$ 83,134,938
Wholesale Revenues (Set by Contract)			\$ 3,192,713			\$ 3,690,132			\$ 3,539,608
Total: Base Rate Revenues			\$ 118,703,132			\$ 142,028,210			\$ 133,793,309
DSIC Revenues									
Residential			\$ 2,327,227			\$ 2,691,677			\$ 2,551,256
Residential - CAP-BDP			75,156			93,483			88,183
Commercial			2,174,180			2,703,062			2,525,654
Industrial			120,371			159,277			143,264
Health or Education			923,233			1,067,315			1,011,605
Private Fire System			44,812			44,304			44,809
Municipal			84,408			105,440			97,726
Public Fire			-			-			-
Total: DSIC Revenues			\$ 5,749,387			\$ 6,864,558			\$ 6,462,497
Other Revenues									
Other Revenues			\$ 1,674,486			\$ 1,439,417			\$ 1,674,486
Total: Other Revenues			\$ 1,674,486			\$ 1,439,417			\$ 1,674,486
Total: System Revenues			\$ 126,127,006			\$ 150,332,185			\$ 141,930,292

Appendix D
 Joint Petition for Settlement PWSA Rate Case R-2021-3024773, et al.

Pittsburgh Water and Sewer Authority
 2022 COS & Rate Design
 Wastewater Conveyance Revenue Proof

	2022 Revenue @ Existing Rates			FPPTY 2022 Revenue @ Filed Rates (Original Request - Full FPPTY)			2022 Revenue at Settlement Proposed Rates		
	Units	Rates	Revenue	Units	Rates	Revenue	Units	Rates	Revenue
Base Rate Revenues									
Minimum Charges									
Residential									
5/8"	958,530	\$ 8.51	\$ 8,157,086	958,530	\$ 7.61	\$ 7,294,410	958,530	\$ 7.32	\$ 7,016,436
3/4"	30,942	17.23	533,125	30,942	12.16	376,251	30,942	11.70	362,018
1"	28,830	40.92	1,179,728	28,830	25.22	727,095	28,830	24.27	699,707
1 1/2"	84	84.51	7,099	84	47.97	4,029	84	46.19	3,880
2"	26	143.07	3,720	26	79.24	2,060	26	76.29	1,984
Unmetered	4,132	31.43	129,869	4,132	26.63	110,035	4,132	24.75	102,267
<i>Subtotal: Residential</i>	<u>1,022,543</u>		<u>\$ 10,010,627</u>	<u>1,022,543</u>		<u>\$ 8,513,881</u>	<u>1,022,543</u>		<u>\$ 8,186,291</u>
Residential - CAP-BDP									
5/8"	68,003	-	\$ -	68,003	-	\$ -	68,003	-	\$ -
3/4"	451	-	-	451	-	-	451	-	-
1"	218	-	-	218	-	-	218	-	-
1 1/2"	-	-	-	-	-	-	-	-	-
2"	-	-	-	-	-	-	-	-	-
Unmetered	12	22.92	275	12	19.02	228	12	17.43	209
<i>Subtotal: Residential - CAP-BDP</i>	<u>68,684</u>		<u>\$ 275</u>	<u>68,684</u>		<u>\$ 228</u>	<u>68,684</u>		<u>\$ 209</u>
Commercial									
5/8"	43,599	\$ 8.51	\$ 371,030	43,473	7.61	\$ 330,827	43,599	7.32	\$ 319,147
3/4"	9,405	17.23	162,054	9,306	12.16	113,157	9,405	11.70	110,042
1"	18,949	40.92	775,393	18,776	25.22	473,531	18,949	24.27	459,892
1 1/2"	10,651	84.51	900,144	10,599	47.97	508,434	10,651	46.19	491,985
2"	10,635	143.07	1,521,549	10,558	79.24	836,590	10,635	76.29	811,344
3"	2,890	326.33	943,094	2,890	179.74	519,449	2,890	173.03	500,057
4"	2,428	558.31	1,355,763	2,410	309.11	745,058	2,428	297.52	722,478
6"	1,209	1,338.15	1,618,269	1,210	754.13	912,497	1,209	725.62	877,516
8"	128	2,424.04	311,085	112	1,383.05	155,363	128	1,330.48	170,745
10" & Above	62	3,991.08	247,447	62	2,306.57	143,007	62	2,218.44	137,543
Unmetered	24	35.47	851	24	30.49	732	24	28.44	683
<i>Subtotal: Commercial</i>	<u>99,982</u>		<u>\$ 8,206,680</u>	<u>99,420</u>		<u>\$ 4,738,644</u>	<u>99,982</u>		<u>\$ 4,601,433</u>
Industrial									
5/8"	72	\$ 8.51	\$ 613	199	7.61	\$ 1,512	72	7.32	\$ 527
3/4"	12	17.23	207	112	12.16	1,358	12	11.70	140
1"	72	40.92	2,946	245	25.22	6,179	72	24.27	1,747
1 1/2"	-	84.51	-	52	47.97	2,510	-	46.19	-
2"	84	143.07	12,018	161	79.24	12,784	84	76.29	6,408
3"	24	326.33	7,832	24	179.74	4,314	24	173.03	4,153
4"	84	558.31	46,898	102	309.11	31,529	84	297.52	24,992
6"	24	1,338.15	32,116	23	754.13	17,596	24	725.62	17,415
8"	24	2,424.04	58,177	40	1,383.05	55,322	24	1,330.48	31,932
10" & Above	24	3,991.08	95,786	24	2,306.57	55,358	24	2,218.44	53,243
<i>Subtotal: Industrial</i>	<u>420</u>		<u>\$ 256,592</u>	<u>982</u>		<u>\$ 188,462</u>	<u>420</u>		<u>\$ 140,557</u>
Health or Education									
5/8"	409	\$ 8.51	\$ 3,478	409	7.61	\$ 3,110	409	7.32	\$ 2,991
3/4"	102	17.23	1,752	102	12.16	1,236	102	11.70	1,190
1"	293	40.92	11,976	293	25.22	7,381	293	24.27	7,103
1 1/2"	774	84.51	65,383	774	47.97	37,113	774	46.19	35,736
2"	1,736	143.07	248,370	1,736	79.24	137,561	1,736	76.29	132,439
3"	1,160	326.33	378,543	1,160	179.74	208,498	1,160	173.03	200,715
4"	835	558.31	466,003	835	309.11	258,004	835	297.52	248,330
6"	441	1,338.15	590,124	441	754.13	332,571	441	725.62	319,998
8"	36	2,424.04	87,265	36	1,383.05	49,790	36	1,330.48	47,897
10" & Above	24	3,991.08	95,786	24	2,306.57	55,358	24	2,218.44	53,243
<i>Subtotal: Health or Education</i>	<u>5,808</u>		<u>\$ 1,948,679</u>	<u>5,808</u>		<u>\$ 1,090,622</u>	<u>5,808</u>		<u>\$ 1,049,642</u>
Municipal									
5/8"	1,786	\$ 5.11	\$ 9,119	1,786	4.57	\$ 8,162	1,786	4.39	\$ 7,844
3/4"	134	10.34	1,385	134	7.30	978	134	7.02	941
1"	385	24.55	9,453	385	15.13	5,825	385	14.56	5,606
1 1/2"	335	50.71	16,987	335	28.79	9,645	335	27.71	9,284
2"	432	85.84	37,084	432	47.54	20,537	432	45.77	19,774
3"	133	195.80	26,041	133	107.84	14,343	133	103.82	13,808
4"	35	334.99	11,725	35	185.47	6,491	35	178.51	6,248
6"	48	802.89	38,539	48	452.48	21,719	48	435.37	20,898
8"	-	1,454.42	-	-	829.83	-	-	798.29	-
10" & Above	-	2,394.65	-	-	1,383.94	-	-	1,331.06	-
<i>Subtotal: Municipal</i>	<u>3,288</u>		<u>\$ 150,332</u>	<u>3,288</u>		<u>\$ 87,700</u>	<u>3,288</u>		<u>\$ 84,403</u>
Municipal - Unmetered									
5/8"	108	-	\$ -	108	-	\$ -	108	-	\$ -
3/4"	468	-	-	468	-	-	468	-	-
1"	120	-	-	120	-	-	120	-	-
1.5"	48	-	-	48	-	-	48	-	-
2"	48	-	-	48	-	-	48	-	-
3"	24	-	-	24	-	-	24	-	-
4"	132	-	-	132	-	-	132	-	-
<i>Subtotal: Municipal - Unmetered</i>	<u>948</u>		<u>\$ -</u>	<u>948</u>		<u>\$ -</u>	<u>948</u>		<u>\$ -</u>
<i>Subtotal: Minimum Charges</i>			<u>\$ 20,573,185</u>			<u>\$ 14,619,537</u>			<u>\$ 14,062,535</u>

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Pittsburgh Water and Sewer Authority
 2022 COS & Rate Design
 Wastewater Conveyance Revenue Proof

	2022 Revenue @ Existing Rates			FPFTY 2022 Revenue @ Filed Rates (Original Request - Full FPFTY)			2022 Revenue at Settlement Proposed Rates		
	Units	Rates	Revenue	Units	Rates	Revenue	Units	Rates	Revenue
Volume Charge									
Residential	2,518,813	\$ 7.64	\$ 19,243,735	2,518,813	\$ 6.34	\$ 15,969,277	2,518,813	\$ 5.81	\$ 14,634,306
Residential - CAP-BDP - Tier 1	186,246	7.64	1,422,916	186,246	6.34	1,180,797	186,246	5.81	1,082,086
Residential - CAP-BDP - Tier 2	11,888	6.11	72,660	11,888	3.17	37,685	11,888	2.91	34,535
Commercial	2,693,182	6.74	18,152,046	2,698,622	5.72	15,436,116	2,693,182	5.28	14,220,000
Industrial	196,695	6.15	1,209,676	191,255	5.32	1,017,479	196,695	5.05	993,311
Health or Education	958,980	8.44	8,093,795	958,980	6.03	5,782,652	958,980	6.38	6,118,296
Municipal	193,013	4.04	780,546	193,013	3.43	662,422	193,013	3.17	611,466
<i>Subtotal: Volume Charge</i>	<u>6,758,818</u>		<u>\$ 48,975,373</u>	<u>6,758,818</u>		<u>\$ 40,086,428</u>	<u>6,758,818</u>		<u>\$ 37,694,000</u>
Wholesale and Contract Revenues			\$ -			\$ -			\$ -
Total: Base Rate Revenues			\$ 69,548,557			\$ 54,705,965			\$ 51,756,535
DSIC Revenues									
Residential			\$ 1,462,718			\$ 1,224,158			\$ 1,141,030
Residential - CAP-BDP			74,793			60,935			55,842
Commercial			1,317,936			1,008,738			941,072
Industrial			73,313			60,297			56,693
Health or Education			502,124			343,664			358,397
Municipal			46,544			37,506			34,793
Total: DSIC Revenues			\$ 3,477,428			\$ 2,735,298			\$ 2,587,827
Other Revenues									
Other Revenues			550,243			673,250			550,243
<i>Total: Other Revenues</i>			\$ 550,243			\$ 673,250			\$ 550,243
Total: System Revenues			\$ 73,576,229			\$ 58,114,513			\$ 54,894,605

Appendix D
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Pittsburgh Water and Sewer Authority
 2022 COS & Rate Design
 Stormwater Revenue Proof

	2022 Revenue @ Existing Rates			FPPTY 2022 Revenue @ Filed Rates (Original Request - Full FPPTY)			2022 Revenue at Settlement Proposed Rates		
	Units	Rates	Revenue	Units	Rates	Revenue	Units	Rates	Revenue
Base Rate Revenue									
Non-Stormwater Only									
Residential									
Tier 1	12,669	\$ -	\$ -	12,669	\$ 3.98	\$ 605,071	12,669	\$ 3.98	\$ 605,071
Tier 2	57,273	-	-	57,273	7.95	5,463,844	57,273	7.95	5,463,844
Tier 3	13,504	-	-	13,504	15.90	2,576,563	13,504	15.90	2,576,563
Other	10,145	-	-	10,145	7.95	967,833	10,145	7.95	967,833
Subtotal: Residential	93,591		\$ -	93,591		\$ 9,613,312	93,591		\$ 9,613,312
Residential - CAP									
Tier 1	631	\$ -	\$ -	631	\$ 0.99	\$ 7,496	631	\$ 0.60	\$ 4,543
Tier 2	2,636	-	-	2,636	1.99	62,948	2,636	1.20	37,958
Tier 3	299	-	-	299	3.98	14,280	299	2.40	8,611
Other	142	-	-	142	1.99	3,391	142	1.20	2,045
Subtotal: Residential - CAP	3,708		\$ -	3,708		\$ 88,115	3,708		\$ 53,158
Non-Residential									
Commercial	85,560	\$ -	\$ -	85,560	\$ 7.95	\$ 8,162,421	85,560	\$ 7.95	\$ 8,162,421
Industrial	1,568	-	-	1,568	7.95	149,541	1,568	7.95	149,541
Health or Education	11,739	-	-	11,739	7.95	1,119,933	11,739	7.95	1,119,933
Municipal	5,784	-	-	5,784	7.95	551,821	5,784	7.95	551,821
Other	11,588	-	-	11,588	7.95	1,105,539	11,588	7.95	1,105,539
Subtotal: Non-Residential	116,240		\$ -	116,240		\$ 11,089,255	116,240		\$ 11,089,255
Subtotal: Non-Stormwater Only			\$ -			\$ 20,790,682			\$ 20,755,725
Stormwater Only									
Residential - SW Only									
Tier 1	305	\$ -	\$ -	305	\$ 3.98	\$ 14,567	305	\$ 3.98	\$ 14,567
Tier 2	561	-	-	561	7.95	53,519	561	7.95	53,519
Tier 3	138	-	-	138	15.90	26,330	138	15.90	26,330
Other	3	-	-	1	7.95	95	3	7.95	286
Subtotal: Residential - SW Only	1,007		\$ -	1,005		\$ 94,512	1,007		\$ 94,703
Non-Residential	29,867	\$ -	\$ -	29,816	\$ 7.95	\$ 2,844,446	29,867	\$ 7.95	\$ 2,849,353
Subtotal: Stormwater Only			\$ -			\$ 2,938,958			\$ 2,944,056
Stormwater User Charge Revenue			\$ -			\$ 23,729,641			\$ 23,699,780
DSIC Revenues									
Residential			\$ -			\$ -			\$ -
Non-Residential			-			-			-
Subtotal: DSIC Revenues			\$ -			\$ -			\$ -
Other Revenues									
Other Revenues			\$ 458,758			\$ 570,821			\$ 458,758
Total: System Revenues			\$ 458,758			\$ 24,300,462			\$ 24,158,538

Appendix E

**Joint Petition for Settlement
PWSA Rate Case R-2021-3024773,
*et al.***

Pittsburgh Water and Sewer Authority
 2022 COS & Rate Design
 Water Existing Revenue v. Phase-In Revenue

	2022 Revenue @ Existing Rates			2022 Revenue @ PhaseIn Yr 1 Rates			2023 Revenue @ PhaseIn Yr 2 Rates		
	Units	Rates	Revenue	Units	Rates	Revenue	Units	Rates	Revenue
Base Rate Revenues									
Minimum Charges									
Residential									
5/8"	695,677	\$ 27.27	\$ 18,971,113	695,677	\$ 27.00	\$ 18,783,280	695,677	\$ 26.52	\$ 18,449,355
3/4"	30,635	44.37	1,359,271	30,635	45.12	1,382,248	30,635	46.47	1,423,605
1"	28,586	89.82	2,567,604	28,586	94.17	2,691,954	28,586	102.08	2,918,070
1 1/2"	84	175.30	14,725	84	184.73	15,517	84	201.85	16,955
2"	26	289.14	7,518	26	306.23	7,962	26	337.28	8,769
Unmetered	4,132	64.02	264,531	4,132	66.30	273,948	4,132	70.44	291,058
<i>Subtotal: Residential</i>	759,140		\$ 23,184,762	759,140		\$ 23,154,909	759,140		\$ 23,107,813
Residential - CAP-BDP									
5/8"	48,295	\$ -	\$ -	48,295	\$ -	\$ -	48,295	\$ -	\$ -
3/4"	395	-	-	395	-	-	395	-	-
1"	218	-	-	218	-	-	218	-	-
1 1/2"	-	-	-	-	-	-	-	-	-
2"	-	-	-	-	-	-	-	-	-
Unmetered	12	36.75	441	12	39.31	472	12	43.95	527
<i>Subtotal: Residential - CAP-BDP</i>	48,920		\$ 441	48,920		\$ 472	48,920		\$ 527
Commercial									
5/8"	31,486	\$ 27.27	\$ 858,614	31,486	\$ 27.00	\$ 850,113	31,486	\$ 26.52	\$ 835,000
3/4"	7,999	44.37	354,930	7,999	45.12	360,930	7,999	46.47	371,729
1"	15,979	89.82	1,435,234	15,979	94.17	1,504,742	15,979	102.08	1,631,136
1 1/2"	10,183	175.30	1,785,080	10,183	184.73	1,881,106	10,183	201.85	2,055,439
2"	9,498	289.14	2,746,155	9,498	306.23	2,908,470	9,498	337.28	3,203,373
3"	2,908	641.48	1,865,210	2,908	685.83	1,994,165	2,908	766.42	2,228,494
4"	2,227	1,084.28	2,415,053	2,227	1,165.81	2,596,647	2,227	1,313.93	2,926,560
6"	1,011	2,558.16	2,587,152	1,011	2,777.07	2,808,543	1,011	3,174.80	3,210,781
8"	121	4,596.96	554,700	121	5,018.53	605,569	121	5,784.48	697,994
10" & Above	-	7,515.81	-	-	8,249.44	-	-	9,582.36	-
Unmetered	24	75.07	1,802	24	77.86	1,869	24	82.92	1,990
<i>Subtotal: Commercial</i>	81,436		\$ 14,603,931	81,436		\$ 15,512,155	81,436		\$ 17,162,496
Industrial									
5/8"	72	\$ 27.27	\$ 1,963	72	\$ 27.00	\$ 1,944	72	\$ 26.52	\$ 1,909
3/4"	12	44.37	532	12	45.12	541	12	46.47	558
1"	72	89.82	6,467	72	94.17	6,780	72	102.08	7,350
1 1/2"	-	175.30	-	-	184.73	-	-	201.85	-
2"	60	289.14	17,348	60	306.23	18,374	60	337.28	20,237
3"	24	641.48	15,396	24	685.83	16,460	24	766.42	18,394
4"	72	1,084.28	78,068	72	1,165.81	83,938	72	1,313.93	94,603
6"	24	2,558.16	61,396	24	2,777.07	66,650	24	3,174.80	76,195
8"	24	4,596.96	110,327	24	5,018.53	120,445	24	5,784.48	138,828
10" & Above	24	7,515.81	180,379	24	8,249.44	197,987	24	9,582.36	229,977
<i>Subtotal: Industrial</i>	384		\$ 471,877	384		\$ 513,119	384		\$ 588,050

Appendix E

Joint Petition for Settlement PWSA Rate Case R-2021-3024773, et al.

Pittsburgh Water and Sewer Authority
 2022 COS & Rate Design
 Water Existing Revenue v. Phase-In Revenue

	2022 Revenue @ Existing Rates			2022 Revenue @ PhaseIn Yr 1 Rates			2023 Revenue @ PhaseIn Yr 2 Rates		
	Units	Rates	Revenue	Units	Rates	Revenue	Units	Rates	Revenue
Health or Education									
5/8"	409	\$ 27.27	\$ 11,144	409	\$ 27.00	\$ 11,034	409	\$ 26.52	\$ 10,838
3/4"	102	44.37	4,511	102	45.12	4,587	102	46.47	4,724
1"	293	89.82	26,287	293	94.17	27,560	293	102.08	29,875
1 1/2"	774	175.30	135,624	774	184.73	142,919	774	201.85	156,165
2"	1,736	289.14	501,947	1,736	306.23	531,615	1,736	337.28	585,518
3"	1,160	641.48	744,117	1,160	685.83	795,563	1,160	766.42	889,047
4"	835	1,084.28	905,012	835	1,165.81	973,063	835	1,313.93	1,096,694
6"	441	2,558.16	1,128,149	441	2,777.07	1,224,688	441	3,174.80	1,400,087
8"	36	4,596.96	165,491	36	5,018.53	180,667	36	5,784.48	208,241
10" & Above	24	7,515.81	180,379	24	8,249.44	197,987	24	9,582.36	229,977
<i>Subtotal: Health or Education</i>	<u>5,808</u>		<u>\$ 3,802,661</u>	<u>5,808</u>		<u>\$ 4,089,683</u>	<u>5,808</u>		<u>\$ 4,611,166</u>
Municipal									
5/8"	1,094	\$ 16.36	\$ 17,900	1,094	\$ 16.20	\$ 17,723	1,094	\$ 15.91	\$ 17,408
3/4"	71	26.62	1,890	71	27.07	1,922	71	27.88	1,980
1"	321	53.89	17,299	321	56.50	18,137	321	61.25	19,661
1 1/2"	335	105.18	35,235	335	110.84	37,131	335	121.11	40,572
2"	397	173.48	68,873	397	183.74	72,944	397	202.37	80,340
3"	133	384.89	51,190	133	411.50	54,729	133	459.85	61,160
4"	35	650.57	22,770	35	699.49	24,482	35	788.36	27,593
6"	36	1,534.90	55,256	36	1,666.24	59,985	36	1,904.88	68,576
8"	-	2,758.18	-	-	3,011.12	-	-	3,470.69	-
10" & Above	-	4,509.49	-	-	4,949.66	-	-	5,749.42	-
<i>Subtotal: Municipal</i>	<u>2,422</u>		<u>\$ 270,414</u>	<u>2,422</u>		<u>\$ 287,053</u>	<u>2,422</u>		<u>\$ 317,288</u>
Municipal - Unmetered									
5/8"	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -
3/4"	-	-	-	-	-	-	-	-	-
1"	288	-	-	288	-	-	288	-	-
1.5"	-	-	-	-	-	-	-	-	-
2"	-	-	-	-	-	-	-	-	-
3"	-	-	-	-	-	-	-	-	-
4"	48	-	-	48	-	-	48	-	-
<i>Subtotal: Municipal - Unmetered</i>	<u>336</u>		<u>\$ -</u>	<u>336</u>		<u>\$ -</u>	<u>336</u>		<u>\$ -</u>
<i>Subtotal: Minimum Charges</i>			<u>\$ 42,334,086</u>			<u>\$ 43,557,390</u>			<u>\$ 45,787,340</u>

City Act 70 Rate		
Rates	Collection %	Change
\$ 21.22	\$ 23,210	
37.18	2,639	
81.66	26,214	
161.48	54,096	
269.82	107,120	
613.14	81,547	
1,051.14	36,790	
2,539.84	91,434	
4,627.58	-	
7,665.89	-	
	\$ 423,051	\$ 105,763

Appendix E
 Joint Petition for Settlement PWSA Rate Case R-2021-3024773, et al.

Pittsburgh Water and Sewer Authority
 2022 COS & Rate Design
 Water Existing Revenue v. Phase-In Revenue

	2022 Revenue @ Existing Rates			2022 Revenue @ PhaseIn Yr 1 Rates			2023 Revenue @ PhaseIn Yr 2 Rates			City Act 70 Rate		
	Units	Rates	Revenue	Units	Rates	Revenue	Units	Rates	Revenue	Rates	Collection %	Change
Fire Protection Charges												
Public (City per Hydrant)	88,488	\$ 5.65	\$ 499,957	88,488	9.37	\$ 829,310	88,488	11.01	\$ 974,253	\$ 14.68	\$ 1,299,004	\$ 324,751
Public (Non-City per Hydrant)	1,608	14.13	22,713	1,608	15.62	25,117	1,608	18.35	29,507			
Private												
1" or Less	14,856	\$ 33.24	\$ 493,813	14,856	\$ 26.92	\$ 399,924	14,856	\$ 15.43	\$ 229,228			
1 1/2"-3"	581	101.97	59,245	581	82.20	47,758	581	46.28	26,889			
4"	60	314.42	18,865	60	256.85	15,411	60	152.25	9,135			
6" or Greater	192	626.83	120,351	192	519.70	99,782	192	325.06	62,412			
Subtotal: Fire Protection Charges			\$ 1,214,945			\$ 1,417,302			\$ 1,331,423			
Volume Charge												
Residential	1,906,921	\$ 12.25	\$ 23,359,776	1,906,921	\$ 13.10	\$ 24,980,659	1,906,921	\$ 14.64	\$ 27,917,316			
Residential - CAP-BDP - Tier 1	116,707	12.25	1,429,666	116,707	13.10	1,528,867	116,707	14.64	1,708,597			
Residential - CAP-BDP - Tier 2	7,449	9.80	73,004	7,449	6.55	48,794	7,449	7.32	54,530			
Commercial	2,416,709	11.95	28,879,675	2,416,709	12.61	30,474,703	2,416,709	13.80	33,350,587			
Industrial	187,735	10.31	1,935,548	187,735	10.96	2,057,576	187,735	12.13	2,277,226			
Health or Education	958,928	15.29	14,662,007	958,928	15.65	15,007,221	958,928	16.29	15,620,934			
Private Fire System	14,559	14.01	203,969	14,559	22.90	333,385	14,559	39.05	568,521			
Municipal	197,733	7.17	1,417,744	197,733	7.57	1,496,046	197,733	8.28	1,637,228	\$ 11.04	\$ 2,182,970	545,743
Subtotal: Volume Charge	5,806,741		\$ 71,961,388			\$ 75,927,249	5,806,741		\$ 83,134,938			
Wholesale Revenues (Set by Contract)			\$ 3,192,713			\$ 3,366,161			\$ 3,539,608			
Total: Base Rate Revenues			\$ 118,703,132			\$ 124,268,102			\$ 133,793,309			
DSIC Revenues												
Residential			\$ 2,327,227			\$ 2,406,778			\$ 2,551,256			
Residential - CAP-BDP			75,156			78,907			88,183			
Commercial			2,174,180			2,299,343			2,525,654			
Industrial			120,371			128,535			143,264			
Health or Education			923,233			954,845			1,011,605			
Private Fire System			44,812			44,813			44,809			
Municipal			84,408			89,155			97,726			
Public Fire			-			-			-			
Total: DSIC Revenues			\$ 5,749,387			\$ 6,002,376			\$ 6,462,497			
Other Revenues												
Other Revenues			\$ 1,674,486			\$ 1,674,486			\$ 1,674,486			
Total: Other Revenues			\$ 1,674,486			\$ 1,674,486			\$ 1,674,486			
Total: System Revenues			\$ 126,127,006			\$ 131,944,964			\$ 141,930,292			

Pittsburgh Water and Sewer Authority

2022 COS & Rate Design

Wastewater Conveyance Existing Revenue v. Phase-In Revenue

	2022 Revenue @ Existing Rates			2022 Revenue @ PhaseIn Yr 1 Rates			2023 Revenue @ PhaseIn Yr 2 Rates		
	Units	Rates	Revenue	Units	Rates	Revenue	Units	Rates	Revenue
Base Rate Revenues									
<u>Minimum Charges</u>									
Residential									
5/8"	958,530	\$ 8.51	\$ 8,157,086	958,530	\$ 8.09	\$ 7,754,504	958,530	\$ 7.32	\$ 7,016,436
3/4"	30,942	17.23	533,125	30,942	15.27	472,479	30,942	11.70	362,018
1"	28,830	40.92	1,179,728	28,830	35.01	1,009,342	28,830	24.27	699,707
1 1/2"	84	84.51	7,099	84	70.91	5,956	84	46.19	3,880
2"	26	143.07	3,720	26	119.36	3,103	26	76.29	1,984
Unmetered	4,132	31.43	129,869	4,132	29.06	120,076	4,132	24.75	102,267
<i>Subtotal: Residential</i>	1,022,543		\$ 10,010,627	1,022,543		\$ 9,365,461	1,022,543		\$ 8,186,291
Residential - CAP-BDP									
5/8"	68,003	-	\$ -	68,003	-	\$ -	68,003	-	\$ -
3/4"	451	-	-	451	-	-	451	-	-
1"	218	-	-	218	-	-	218	-	-
1 1/2"	-	-	-	-	-	-	-	-	-
2"	-	-	-	-	-	-	-	-	-
Unmetered	12	22.92	275	12	20.97	252	12	17.43	209
<i>Subtotal: Residential - CAP-BDP</i>	68,684		\$ 275	68,684		\$ 252	68,684		\$ 209
Commercial									
5/8"	43,599	8.51	\$ 371,030	43,599	8.09	\$ 352,719	43,599	7.32	\$ 319,147
3/4"	9,405	17.23	162,054	9,405	15.27	143,619	9,405	11.70	110,042
1"	18,949	40.92	775,393	18,949	35.01	663,404	18,949	24.27	459,892
1 1/2"	10,651	84.51	900,144	10,651	70.91	755,286	10,651	46.19	491,985
2"	10,635	143.07	1,521,549	10,635	119.36	1,269,394	10,635	76.29	811,344
3"	2,890	326.33	943,094	2,890	271.91	785,820	2,890	173.03	500,057
4"	2,428	558.31	1,355,763	2,428	465.73	1,130,948	2,428	297.52	722,478
6"	1,209	1,338.15	1,618,269	1,209	1,120.70	1,355,300	1,209	725.62	877,516
8"	128	2,424.04	311,085	128	2,035.83	261,265	128	1,330.48	170,745
10" & Above	62	3,991.08	247,447	62	3,361.79	208,431	62	2,218.44	137,543
Unmetered	24	35.47	851	24	32.97	791	24	28.44	683
<i>Subtotal: Commercial</i>	99,982		\$ 8,206,680	99,982		\$ 6,926,977	99,982		\$ 4,601,433
Industrial									
5/8"	72	8.51	\$ 613	72	8.09	\$ 582	72	7.32	\$ 527
3/4"	12	17.23	207	12	15.27	183	12	11.70	140
1"	72	40.92	2,946	72	35.01	2,521	72	24.27	1,747
1 1/2"	-	84.51	-	-	70.91	-	-	46.19	-
2"	84	143.07	12,018	84	119.36	10,026	84	76.29	6,408
3"	24	326.33	7,832	24	271.91	6,526	24	173.03	4,153
4"	84	558.31	46,898	84	465.73	39,121	84	297.52	24,992
6"	24	1,338.15	32,116	24	1,120.70	26,897	24	725.62	17,415
8"	24	2,424.04	58,177	24	2,035.83	48,860	24	1,330.48	31,932
10" & Above	24	3,991.08	95,786	24	3,361.79	80,683	24	2,218.44	53,243
<i>Subtotal: Industrial</i>	420		\$ 256,592	420		\$ 215,400	420		\$ 140,557

Pittsburgh Water and Sewer Authority

2022 COS & Rate Design

Wastewater Conveyance Existing Revenue v. Phase-In Revenue

	2022 Revenue @ Existing Rates			2022 Revenue @ PhaseIn Yr 1 Rates			2023 Revenue @ PhaseIn Yr 2 Rates		
	Units	Rates	Revenue	Units	Rates	Revenue	Units	Rates	Revenue
Health or Education									
5/8"	409	8.51	\$ 3,478	409	8.09	\$ 3,306	409	7.32	\$ 2,991
3/4"	102	17.23	1,752	102	15.27	1,552	102	11.70	1,190
1"	293	40.92	11,976	293	35.01	10,246	293	24.27	7,103
1 1/2"	774	84.51	65,383	774	70.91	54,861	774	46.19	35,736
2"	1,736	143.07	248,370	1,736	119.36	207,209	1,736	76.29	132,439
3"	1,160	326.33	378,543	1,160	271.91	315,416	1,160	173.03	200,715
4"	835	558.31	466,003	835	465.73	388,729	835	297.52	248,330
6"	441	1,338.15	590,124	441	1,120.70	494,229	441	725.62	319,998
8"	36	2,424.04	87,265	36	2,035.83	73,290	36	1,330.48	47,897
10" & Above	24	3,991.08	95,786	24	3,361.79	80,683	24	2,218.44	53,243
<i>Subtotal: Health or Education</i>	5,808		\$ 1,948,679	5,808		\$ 1,629,521	5,808		\$ 1,049,642
Municipal									
5/8"	1,786	5.11	\$ 9,119	1,786	4.85	\$ 8,669	1,786	4.39	\$ 7,844
3/4"	134	10.34	1,385	134	9.16	1,228	134	7.02	941
1"	385	24.55	9,453	385	21.01	8,087	385	14.56	5,606
1 1/2"	335	50.71	16,987	335	42.55	14,253	335	27.71	9,284
2"	432	85.84	37,084	432	71.62	30,938	432	45.77	19,774
3"	133	195.80	26,041	133	163.15	21,698	133	103.82	13,808
4"	35	334.99	11,725	35	279.44	9,780	35	178.51	6,248
6"	48	802.89	38,539	48	672.42	32,276	48	435.37	20,898
8"	-	1,454.42	-	-	1,221.50	-	-	798.29	-
10" & Above	-	2,394.65	-	-	2,017.07	-	-	1,331.06	-
<i>Subtotal: Municipal</i>	3,288		\$ 150,332	3,288		\$ 126,930	3,288		\$ 84,403
Municipal - Unmetered									
5/8"	108	-	\$ -	108	-	\$ -	108	-	\$ -
3/4"	468	-	-	468	-	-	468	-	-
1"	120	-	-	120	-	-	120	-	-
1.5"	48	-	-	48	-	-	48	-	-
2"	48	-	-	48	-	-	48	-	-
3"	24	-	-	24	-	-	24	-	-
4"	132	-	-	132	-	-	132	-	-
<i>Subtotal: Municipal - Unmetered</i>	948		\$ -	948		\$ -	948		\$ -
<i>Subtotal: Minimum Charges</i>			\$ 20,573,185			\$ 18,264,540			\$ 14,062,535

City Act 70 Rate		
Rates	Collection %	Change
5.86	\$	10,459
9.36		1,254
19.42		7,475
36.95		12,379
61.03		26,366
138.42		18,410
238.02		8,331
580.50		27,864
1,064.38		-
1,774.75		-
	\$	112,538
		28,134

Pittsburgh Water and Sewer Authority

2022 COS & Rate Design

Wastewater Conveyance Existing Revenue v. Phase-In Revenue

	2022 Revenue @ Existing Rates			2022 Revenue @ PhaseIn Yr 1 Rates			2023 Revenue @ PhaseIn Yr 2 Rates		
	Units	Rates	Revenue	Units	Rates	Revenue	Units	Rates	Revenue
<u>Volume Charge</u>									
Residential	2,518,813	\$ 7.64	\$ 19,243,735	2,518,813	\$ 6.99	\$ 17,606,506	2,518,813	\$ 5.81	\$ 14,634,306
Residential - CAP-BDP - Tier 1	186,246	7.64	1,422,916	186,246	6.99	1,301,856	186,246	5.81	1,082,086
Residential - CAP-BDP - Tier 2	11,888	6.11	72,660	11,888	3.50	41,549	11,888	2.91	34,535
Commercial	2,693,182	6.74	18,152,046	2,693,182	6.22	16,751,591	2,693,182	5.28	14,220,000
Industrial	196,695	6.15	1,209,676	196,695	5.76	1,132,965	196,695	5.05	993,311
Health or Education	958,980	8.44	8,093,795	958,980	7.71	7,393,740	958,980	6.38	6,118,296
Municipal	193,013	4.04	780,546	193,013	3.73	720,326	193,013	3.17	611,466
<i>Subtotal: Volume Charge</i>	6,758,818		\$ 48,975,373	6,758,818		\$ 44,948,532	6,758,818		\$ 37,694,000
Wholesale and Contract Revenues			\$ -			\$ -			\$ -
Total: Base Rate Revenues			\$ 69,548,557			\$ 63,213,072			\$ 51,756,535
DSIC Revenues									
Residential			\$ 1,462,718			\$ 1,348,598			\$ 1,141,030
Residential - CAP-BDP			74,793			67,183			55,842
Commercial			1,317,936			1,183,928			941,072
Industrial			73,313			67,418			56,693
Health or Education			502,124			451,163			358,397
Municipal			46,544			42,363			34,793
Total: DSIC Revenues			\$ 3,477,428			\$ 3,160,654			\$ 2,587,827
Other Revenues									
Other Revenues			550,243			550,243			550,243
<i>Total: Other Revenues</i>			\$ 550,243			\$ 550,243			\$ 550,243
Total: System Revenues			\$ 73,576,229			\$ 66,923,969			\$ 54,894,605

City Act 70 Rate		
Rates	Collection %	Change
4.22	\$ 815,288	203,822

City Act 70 Rate		
Rates	Collection %	Change
	46,391	11,598

Appendix E

Joint Petition for Settlement PWSA Rate Case R-2021-3024773, et al.

Pittsburgh Water and Sewer Authority
2022 COS & Rate Design
Stormwater Revenue Proof

	2022 Revenue @ Existing Rates			2022 Revenue @ PhaseIn Yr 1 Rates			2023 Revenue @ PhaseIn Yr 2 Rates		
	Units	Rates	Revenue	Units	Rates	Revenue	Units	Rates	Revenue
Base Rate Revenue									
Non-Stormwater Only									
Residential									
Tier 1	12,669	\$ -	\$ -	12,669	\$ 2.98	\$ 453,043	12,669	\$ 3.98	\$ 605,071
Tier 2	57,273	-	-	57,273	5.96	4,096,165	57,273	7.95	5,463,844
Tier 3	13,504	-	-	13,504	11.92	1,931,612	13,504	15.90	2,576,563
Other	10,145	-	-	10,145	5.96	725,570	10,145	7.95	967,833
Subtotal: Residential	93,591		\$ -	93,591		\$ 7,206,391	93,591		\$ 9,613,312
Residential - CAP									
Tier 1	631	\$ -	\$ -	631	\$ 0.45	\$ 3,407	631	\$ 0.60	\$ 4,543
Tier 2	2,636	-	-	2,636	0.90	28,469	2,636	1.20	37,958
Tier 3	299	-	-	299	1.80	6,458	299	2.40	8,611
Other	142	-	-	142	0.90	1,534	142	1.20	2,045
Subtotal: Residential - CAP	3,708		\$ -	3,708		\$ 39,868	3,708		\$ 53,158
Non-Residential									
Commercial	85,560	\$ -	\$ -	85,560	\$ 5.96	\$ 6,119,249	85,560	\$ 7.95	\$ 8,162,421
Industrial	1,568	-	-	1,568	5.96	112,109	1,568	7.95	149,541
Health or Education	11,739	-	-	11,739	5.96	839,598	11,739	7.95	1,119,933
Municipal	5,784	-	-	5,784	5.96	413,692	5,784	7.95	551,821
Other	11,588	-	-	11,588	5.96	828,807	11,588	7.95	1,105,539
Subtotal: Non-Residential	116,240		\$ -	116,240		\$ 8,313,454	116,240		\$ 11,089,255
Subtotal: Non-Stormwater Only			\$ -			\$ 15,559,713			\$ 20,755,725
Stormwater Only									
Residential - SW Only									
Tier 1	305	\$ -	\$ -	305	\$ 2.98	\$ 10,907	305	\$ 3.98	\$ 14,567
Tier 2	561	-	-	561	5.96	40,123	561	7.95	53,519
Tier 3	138	-	-	138	11.92	19,740	138	15.90	26,330
Other	3	-	-	3	5.96	215	3	7.95	286
Subtotal: Residential - SW Only	1,007		\$ -	1,007		\$ 70,984	1,007		\$ 94,703
Non-Residential	29,867	\$ -	\$ -	29,867	\$ 5.96	\$ 2,136,119	29,867	\$ 7.95	\$ 2,849,353
Subtotal: Stormwater Only			\$ -			\$ 2,207,102			\$ 2,944,056
Stormwater User Charge Revenue			\$ -			\$ 17,766,816			\$ 23,699,780
DSIC Revenues									
Residential			\$ -			\$ -			\$ -
Non-Residential			-			-			-
Subtotal: DSIC Revenues			\$ -			\$ -			\$ -
Other Revenues									
Other Revenues			\$ 458,758			\$ 458,758			\$ 458,758
Total: System Revenues			\$ 458,758			\$ 18,225,574			\$ 24,158,538

Appendix F

**Joint Petition for Settlement
PWSA Rate Case R-2021-3024773,
*et al.***

Appendix F
 Joint Petition for Settlement PWSA Rate Case R-2021-3024773, et al.

Pittsburgh Water and Sewer Authority

2022 COS & Rate Design

Customer Bill Impacts

Comparison Initial Rate Request v. Proposed Settlement Rates

Customer Impacts	Usage	Allowance	2022 Original Request (Full FPFTY)				2022 Settlement Proposed (Full FPFTY)				Impact (Original to 2022 Settlement)		
			Water	Wastewater Conveyance	Stormwater	Total	Water	Wastewater Conveyance	Stormwater	Total	\$ Increase	% Increase	
<i>Residential</i>													
5/8"	1 kgal	1 kgal	Tier 1	\$ 29.20	\$ 7.99	\$ 3.98	\$ 41.17	\$ 27.85	\$ 7.69	\$ 3.98	\$ 39.51	\$ (1.66)	-4.0%
5/8"	3 kgal	1 kgal	Tier 2	61.79	21.30	7.95	91.05	58.59	19.89	7.95	86.43	(4.62)	-5.1%
5/8"	5 kgal	1 kgal	Tier 2	94.38	34.62	7.95	136.95	89.33	32.09	7.95	129.37	(7.58)	-5.5%
5/8"	7 kgal	1 kgal	Tier 2	126.98	47.93	7.95	182.86	120.08	44.29	7.95	172.32	(10.54)	-5.8%
5/8"	12 kgal	1 kgal	Tier 3	208.46	81.22	15.90	305.57	196.94	74.79	15.90	287.63	(17.94)	-5.9%
1"	20 kgal	5 kgal	Tier 3	356.96	126.34	15.90	499.19	337.76	116.99	15.90	470.66	(28.54)	-5.7%
<i>Residential - CAP BDP</i>													
5/8"	1 kgal	1 kgal	Tier 1	\$ -	\$ -	\$ 0.99	\$ 0.99	\$ -	\$ -	\$ 0.60	\$ 0.60	\$ (0.39)	0.0%
5/8"	3 kgal	1 kgal	Tier 2	32.59	13.31	1.99	47.90	30.74	12.20	1.20	44.15	(3.75)	-7.8%
5/8"	5 kgal	1 kgal	Tier 2	65.18	26.63	1.99	93.80	61.49	24.40	1.20	87.09	(6.71)	-7.2%
<i>Commercial</i>													
5/8"	3 kgal	1 kgal	1 kgal	\$ 60.62	\$ 20.00	\$ 7.95	\$ 88.57	\$ 56.83	\$ 18.77	\$ 7.95	\$ 83.55	\$ (5.02)	-5.7%
5/8"	5 kgal	1 kgal	2 ERU	92.03	32.01	15.90	139.95	85.81	29.86	15.90	131.57	(8.38)	-6.0%
5/8"	12 kgal	1 kgal	5 ERU	201.99	74.06	39.75	315.80	187.24	68.67	39.75	295.66	(20.14)	-6.4%
1"	13 kgal	5 kgal	8 ERU	238.18	74.53	63.60	376.31	223.10	69.84	63.60	356.54	(19.77)	-5.3%
2"	80 kgal	17 kgal	50 ERU	1,361.41	461.58	397.50	2,220.49	1,267.01	429.38	397.50	2,093.89	(126.60)	-5.7%
4"	160 kgal	70 kgal	100 ERU	2,862.71	865.11	795.00	4,522.82	2,683.73	811.36	795.00	4,290.08	(232.73)	-5.1%
<i>Industrial</i>													
1"	30 kgal	5 kgal	3 kgal	\$ 454.29	\$ 166.13	\$ 23.85	\$ 644.27	\$ 425.60	\$ 158.05	\$ 23.85	\$ 607.49	\$ (36.78)	-5.7%
1"	60 kgal	5 kgal	5 ERU	864.42	333.71	39.75	1,237.88	807.69	317.12	39.75	1,164.56	(73.32)	-5.9%
2"	100 kgal	17 kgal	10 ERU	1,506.50	546.84	79.50	2,132.84	1,411.27	520.21	79.50	2,010.99	(121.85)	-5.7%
4"	680 kgal	70 kgal	30 ERU	9,788.30	3,732.03	238.50	13,758.83	9,148.89	3,546.92	238.50	12,934.31	(824.51)	-6.0%
6"	400 kgal	175 kgal	50 ERU	6,578.09	2,048.69	397.50	9,024.28	6,199.25	1,954.96	397.50	8,551.72	(472.56)	-5.2%
8"	800 kgal	325 kgal	100 ERU	12,875.60	4,105.55	795.00	17,776.16	12,123.54	3,915.69	795.00	16,834.23	(941.92)	-5.3%
<i>Health or Education</i>													
5/8"	5 kgal	1 kgal	3 kgal	\$ 101.48	\$ 33.32	\$ 23.85	\$ 158.65	\$ 96.26	\$ 34.48	\$ 23.85	\$ 154.60	\$ (4.05)	-2.6%
5/8"	10 kgal	1 kgal	10 ERU	191.84	64.97	79.50	336.31	181.79	67.98	79.50	329.26	(7.05)	-2.1%
1"	40 kgal	5 kgal	5 ERU	744.99	248.08	39.75	1,032.82	705.84	259.95	39.75	1,005.54	(27.28)	-2.6%
2"	50 kgal	17 kgal	32 ERU	968.13	292.14	254.40	1,514.67	918.59	301.17	254.40	1,474.16	(40.51)	-2.7%
4"	200 kgal	70 kgal	25 ERU	3,798.15	1,147.66	198.75	5,144.57	3,603.21	1,183.27	198.75	4,985.23	(159.34)	-3.1%
6"	650 kgal	175 kgal	50 ERU	12,085.61	3,799.30	397.50	16,282.40	11,458.18	3,943.93	397.50	15,799.60	(482.80)	-3.0%

Appendix G

**Joint Petition for Settlement
PWSA Rate Case R-2021-3024773,
*et al.***

Appendix G

Joint Petition for Settlement PWSA Rate Case R-2021-3024773, et al.

Pittsburgh Water and Sewer Authority

2022 COS & Rate Design

Customer Bill Impacts

Comparison Existing Rates v. Proposed Settlement Rates

	Usage	Allowance	Storm Tier/ERU	Existing				2022 Settlement Proposed (Year 1 Phase-In)				Impact (Existing to Yr 1 Phase-In)	
				Water	Wastewater Conveyance	Stormwater	Total	Water	Wastewater Conveyance	Stormwater	Total	\$ Increase	% Increase
<i>Residential</i>													
5/8"	1 kgal	1 kgal	Tier 1	\$ 28.63	\$ 8.94	\$ -	\$ 37.57	\$ 28.35	\$ 8.49	\$ 2.98	\$ 39.82	\$ 2.26	6.0%
5/8"	3 kgal	1 kgal	Tier 2	54.36	24.98	-	79.34	55.86	23.17	5.96	84.99	5.66	7.1%
5/8"	5 kgal	1 kgal	Tier 2	80.08	41.02	-	121.11	83.37	37.85	5.96	127.18	6.08	5.0%
5/8"	7 kgal	1 kgal	Tier 2	105.81	57.07	-	162.88	110.88	52.53	5.96	169.37	6.50	4.0%
5/8"	12 kgal	1 kgal	Tier 3	170.12	97.18	-	267.30	179.66	89.23	11.92	280.80	13.51	5.1%
1"	20 kgal	5 kgal	Tier 3	287.25	163.30	-	450.54	305.20	146.85	11.92	463.98	13.43	3.0%
<i>Residential - CAP BDP</i>													
5/8"	1 kgal	1 kgal	Tier 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.45	\$ 0.45	\$ 0.45	N/A
5/8"	3 kgal	1 kgal	Tier 2	25.73	16.04	-	41.77	27.51	14.68	0.90	43.09	1.32	3.2%
5/8"	5 kgal	1 kgal	Tier 2	51.45	32.09	-	83.54	55.02	29.36	0.90	85.28	1.74	2.1%
<i>Commercial</i>													
5/8"	3 kgal	1 kgal	1 ERU	\$ 53.73	\$ 23.09	\$ -	\$ 76.82	\$ 54.83	\$ 21.56	\$ 5.96	\$ 82.35	\$ 5.53	7.2%
5/8"	5 kgal	1 kgal	2 ERU	78.82	37.24	-	116.07	81.31	34.62	11.92	127.85	11.78	10.2%
5/8"	12 kgal	1 kgal	5 ERU	166.66	86.78	-	253.44	174.00	80.34	29.80	284.13	30.69	12.1%
1"	13 kgal	5 kgal	8 ERU	194.69	99.58	-	294.27	204.80	89.01	47.68	341.49	47.22	16.0%
2"	80 kgal	17 kgal	50 ERU	1,094.09	596.07	-	1,690.16	1,155.69	536.78	298.00	1,990.47	300.31	17.8%
4"	160 kgal	70 kgal	100 ERU	2,267.77	1,223.16	-	3,490.92	2,415.75	1,076.81	596.00	4,088.55	597.63	17.1%
<i>Industrial</i>													
1"	30 kgal	5 kgal	3 ERU	\$ 364.95	\$ 204.40	\$ -	\$ 569.35	\$ 386.58	\$ 187.96	\$ 17.88	\$ 592.42	\$ 23.07	4.1%
1"	60 kgal	5 kgal	5 ERU	689.71	398.13	-	1,087.84	731.82	369.40	29.80	1,131.02	43.18	4.0%
2"	100 kgal	17 kgal	10 ERU	1,202.11	686.20	-	1,888.31	1,276.71	627.31	59.60	1,963.62	75.31	4.0%
4"	680 kgal	70 kgal	30 ERU	7,742.05	4,525.30	-	12,267.35	8,243.98	4,178.30	178.80	12,601.08	333.73	2.7%
6"	400 kgal	175 kgal	50 ERU	5,121.81	2,858.00	-	7,979.80	5,505.22	2,537.54	298.00	8,340.76	360.96	4.5%
8"	800 kgal	325 kgal	100 ERU	9,968.92	5,612.55	-	15,581.48	10,735.76	5,010.42	596.00	16,342.18	760.70	4.9%
<i>Health or Education</i>													
5/8"	5 kgal	1 kgal	3 ERU	\$ 92.85	\$ 44.38	\$ -	\$ 137.24	\$ 94.08	\$ 40.88	\$ 17.88	\$ 152.84	\$ 15.60	11.4%
5/8"	10 kgal	1 kgal	10 ERU	173.12	88.69	-	261.82	176.24	81.35	59.60	317.20	55.38	21.2%
1"	40 kgal	5 kgal	5 ERU	656.22	353.14	-	1,009.35	674.02	320.10	29.80	1,023.92	14.56	1.4%
2"	50 kgal	17 kgal	32 ERU	833.40	442.67	-	1,276.07	863.81	392.48	190.72	1,447.01	170.95	13.4%
4"	200 kgal	70 kgal	25 ERU	3,225.58	1,738.29	-	4,963.86	3,360.33	1,541.43	149.00	5,050.76	86.89	1.8%
6"	650 kgal	175 kgal	50 ERU	10,311.96	5,614.51	-	15,926.46	10,721.36	5,022.10	298.00	16,041.46	115.00	0.7%

Appendix G

Joint Petition for Settlement PWSA Rate Case R-2021-3024773, et al.

Usage	Allowance	Storm Tier/ERU	2022 Settlement Proposed (Year 1 Phase-In)				2022 Settlement Proposed (Year 2 Phase-In)				Impact (Yr 1 to Yr 2 Phase-In)		
			Water	Wastewater Conveyance	Stormwater	Total	Water	Wastewater Conveyance	Stormwater	Total	\$ Increase	% Increase	
<i>Residential</i>													
5/8"	1 kgal	1 kgal	Tier 1	\$ 28.35	\$ 8.49	\$ 2.98	\$ 39.82	\$ 27.85	\$ 7.69	\$ 3.98	\$ 39.51	\$ (0.31)	-0.8%
5/8"	3 kgal	1 kgal	Tier 2	55.86	23.17	5.96	84.99	58.59	19.89	7.95	86.43	1.43	1.7%
5/8"	5 kgal	1 kgal	Tier 2	83.37	37.85	5.96	127.18	89.33	32.09	7.95	129.37	2.19	1.7%
5/8"	7 kgal	1 kgal	Tier 2	110.88	52.53	5.96	169.37	120.08	44.29	7.95	172.32	2.95	1.7%
5/8"	12 kgal	1 kgal	Tier 3	179.66	89.23	11.92	280.80	196.94	74.79	15.90	287.63	6.83	2.4%
1"	20 kgal	5 kgal	Tier 3	305.20	146.85	11.92	463.98	337.76	116.99	15.90	470.66	6.68	1.4%
<i>Residential - CAP BDP</i>													
5/8"	1 kgal	1 kgal	Tier 1	\$ -	\$ -	\$ 0.45	\$ 0.45	\$ -	\$ -	\$ 0.60	\$ 0.60	\$ 0.15	33.3%
5/8"	3 kgal	1 kgal	Tier 2	27.51	14.68	0.90	43.09	30.74	12.20	1.20	44.15	1.06	2.5%
5/8"	5 kgal	1 kgal	Tier 2	55.02	29.36	0.90	85.28	61.49	24.40	1.20	87.09	1.81	2.1%
<i>Commercial</i>													
5/8"	3 kgal	1 kgal	1 ERU	\$ 54.83	\$ 21.56	\$ 5.96	\$ 82.35	\$ 56.83	\$ 18.77	\$ 7.95	\$ 83.55	\$ 1.20	1.5%
5/8"	5 kgal	1 kgal	2 ERU	81.31	34.62	11.92	127.85	85.81	29.86	15.90	131.57	3.72	2.9%
5/8"	12 kgal	1 kgal	5 ERU	174.00	80.34	29.80	284.13	187.24	68.67	39.75	295.66	11.53	4.1%
1"	13 kgal	5 kgal	8 ERU	204.80	89.01	47.68	341.49	223.10	69.84	63.60	356.54	15.05	4.4%
2"	80 kgal	17 kgal	50 ERU	1,155.69	536.78	298.00	1,990.47	1,267.01	429.38	397.50	2,093.89	103.42	5.2%
4"	160 kgal	70 kgal	100 ERU	2,415.75	1,076.81	596.00	4,088.55	2,683.73	811.36	795.00	4,290.08	201.53	4.9%
<i>Industrial</i>													
1"	30 kgal	5 kgal	3 ERU	\$ 386.58	\$ 187.96	\$ 17.88	\$ 592.42	\$ 425.60	\$ 158.05	\$ 23.85	\$ 607.49	\$ 15.07	2.5%
1"	60 kgal	5 kgal	5 ERU	731.82	369.40	29.80	1,131.02	807.69	317.12	39.75	1,164.56	33.54	3.0%
2"	100 kgal	17 kgal	10 ERU	1,276.71	627.31	59.60	1,963.62	1,411.27	520.21	79.50	2,010.99	47.37	2.4%
4"	680 kgal	70 kgal	30 ERU	8,243.98	4,178.30	178.80	12,601.08	9,148.89	3,546.92	238.50	12,934.31	333.24	2.6%
6"	400 kgal	175 kgal	50 ERU	5,505.22	2,537.54	298.00	8,340.76	6,199.25	1,954.96	397.50	8,551.72	210.96	2.5%
8"	800 kgal	325 kgal	100 ERU	10,735.76	5,010.42	596.00	16,342.18	12,123.54	3,915.69	795.00	16,834.23	492.06	3.0%
<i>Health or Education</i>													
5/8"	5 kgal	1 kgal	3 ERU	\$ 94.08	\$ 40.88	\$ 17.88	\$ 152.84	\$ 96.26	\$ 34.48	\$ 23.85	\$ 154.60	\$ 1.76	1.2%
5/8"	10 kgal	1 kgal	10 ERU	176.24	81.35	59.60	317.20	181.79	67.98	79.50	329.26	12.07	3.8%
1"	40 kgal	5 kgal	5 ERU	674.02	320.10	29.80	1,023.92	705.84	259.95	39.75	1,005.54	(18.38)	-1.8%
2"	50 kgal	17 kgal	32 ERU	863.81	392.48	190.72	1,447.01	918.59	301.17	254.40	1,474.16	27.15	1.9%
4"	200 kgal	70 kgal	25 ERU	3,360.33	1,541.43	149.00	5,050.76	3,603.21	1,183.27	198.75	4,985.23	(65.53)	-1.3%
6"	650 kgal	175 kgal	50 ERU	10,721.36	5,022.10	298.00	16,041.46	11,458.18	3,943.93	397.50	15,799.60	(241.86)	-1.5%

Appendix H

**Joint Petition for Settlement
PWSA Rate Case R-2021-3024773,
*et al.***

List of Revisions to Initially Proposed Tariffs To Reflect Settlement Terms**Revisions to Proposed Water Tariff (filed as JAQ-3)**

Settlement Reference	Purpose	Tariff Section
Section III.A.1	Revised Rates, Revised effective date for Year 2 Phase In to January 1, 2023	Part I, Sections A, A.1, B, I
Section III.B.3.a-b	Set forth minimum charge exception for new townhomes required to install meter greater than 5/8” for fire protection	Part I, Section A
Section III.G.1	Revised Returned Check Charge	Part I, Section C
Section III.E.9.a	Added language regarding PWSA use of liens	Part I, Section G
Section III.G.2 and 3	Removed CPI language; added language clarifying no charge to access customer data during a dispute	Part I, Section H
Section III.E.5.b	Removed language assessing permit fee for party line separations and replaced with language stating that the fee is waived for water service party line separations	Part I, Section H.4.b
Section III.F.1.a.i	Increased volumetric discount to 50% for BDP participants with household income between 0-50%	Rider BDP, Paragraph 4
Section III.F.1.b.v and vii	Increased Arrearage Forgiveness Credit; Removed References to “Pilot”	Rider BDP, Paragraph 5
Section III.E.5.a	Revised definition of Party Water Service Line to clarify responsibility for costs	Part II, Paragraph 29
Section III.D.3.a	Revised end date for waiver of Turn-on Charge (date TBD based on entry of final order)	Part III, Section C.4
Section III.B.4	Revised to include expanded lead service line replacement program to non-residential property	Part VI

Revisions to Proposed Wastewater Tariff (filed as JAQ-5)

Settlement Reference	Purpose	Tariff Section
Section III.A.1	Revised Rates, Revised effective date for Year 2 Phase In to January 1, 2023	Part I, Sections A, A.1
Section III.B.3.a-b	Set forth minimum charge exception for new townhomes required to install meter greater than 5/8” for fire protection	Part I, Section A
Section III.G.1	Revised Returned Check Charge	Part I, Section C
Section III.E.9.a	Added language regarding PWSA use of liens	Part I, Section G
Section III.G.2 and 3	Removed CPI language; added language clarifying no charge to access customer data during a dispute	Part I, Section H
Section III.E.5.b	Removed language assessing permit fee for party line separations	Part I, Section H.4.b
Section III.F.1.a.i	Increased volumetric discount to 50% for BDP participants with household income between 0-50%	Rider BDP, Paragraph 4
Section III.F.1.b.v and vii	Increased Arrearage Forgiveness Credit; Removed references to “Pilot”	Rider BDP, Paragraph 5
Section III.D.3.a	Revised end date for waiver of Turn-on Charge (date TBD based on entry of final order)	Part III, Section C.4

List of Revisions to Initially Proposed Tariffs To Reflect Settlement Terms**Revisions to Proposed Stormwater Tariff (filed as TI-4)**

Settlement Reference	Purpose	Tariff Section
Section III.A.1	Changed the effective date for Year 2 Phase In to January 1, 2023	Part I, Section A
PWSA St. No. 7-R at 20	Added the phrase “or who control at least ¾” of runoff from impervious surfaces on the property for which a credit is sought.”	Part I, Section B.1.2
Section III.G.1	Revised Return Check Charge	Part I, Section C
Section III.E.9.a	Added language regarding PWSA use of liens	Part I, Section G
Section III.G.2 and 3	Removed CPI language; added language clarifying no charge to access customer data during a dispute	Part I, Section H
Section III.E.5.b	Removed language assessing permit fee for party line separations	Part I, Section H.4.b
Section III.F.1.a.ii	Modified to reflect that BDP customers will pay 15% of the Storm Water Fee, rather than 25% and BDP customers will receive an 85% discount off of the Storm Water Fee, rather than a 75% discount.	Page 17 – Rider BDP, para 3

Appendix I

**Joint Petition for Settlement
PWSA Rate Case R-2021-3024773,
*et al.***

Supplement No. 9
Tariff Water - Pa. P.U.C. No. 1

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: William J. Pickering, Chief Executive Officer
1200 Penn Avenue, Pittsburgh, PA 15222
Tel: 412-255-8800

NOTICE

This tariff makes increases and changes in existing rates, rules, and regulations as approved by the Commission in its Final Order dated [TBD] at Docket No. R-2021-3024773.

The Pittsburgh Water and Sewer Authority
Supplement No. 9
Tariff Water - Pa. P.U.C. No. 1
Fifth ~~Fourth~~ Revised Page No. 2
Canceling ~~Fourth~~ Revised Page No. 2

LIST OF CHANGES

TABLE OF CONTENTS (PAGE NO. 3)

Updated to reflect additional language for Section H Miscellaneous Charges and addition of Part I, Section J.

PART I: SCHEDULE OF RATES AND CHARGES, SECTION A - RATES FOR METERED SERVICE (PAGE NO. 8)

Rates for Minimum Charges and Consumption Charges increased for all customer classes effective January 12, 2022 and January 1, 2023. Added language regarding minimum charge and usage allowance exception for new townhomes required to install meter larger than 5/8" for fire protection.

PART I: SCHEDULE OF RATES AND CHARGES, SECTION A.1 - RATES FOR UNMETERED SERVICE (PAGE NO. 9)

Rates for the Customer Charge for Residential and Commercial customers increased effective January 12, 2022 and January 1, 2023.

PART I: SCHEDULE OF RATES AND CHARGES, SECTION B.1 - FIRE PROTECTION RATES (PAGE NO. 10)

For Private Fire Protection, Customer Charge per month decreased for all meter sizes, and Consumption Charge increased effective January 12, 2022 and January 1, 2023.

PART I: SCHEDULE OF RATES AND CHARGES, SECTION B.2 - FIRE PROTECTION RATES (PAGE NO. 11)

Public Fire Protection per hydrant charge per month increased effective January 12, 2022 and January 1, 2023. Revised language regarding permitted usage of hydrants.

PART I: SCHEDULE OF RATES AND CHARGES, SECTION C - RETURNED CHECK CHARGE (PAGE NO. 12)

Updated to reflect new rates for Returned Checks, Service Termination and Service Resumption. Also revised to state that Returned Check Charge will not be assessed more than once per returned check under PWSA's tariffs, including under the Storm Water Tariff.

Issued: ~~TBD April 1, 2020~~

Effective: ~~TBD April 5, 2021~~

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and Sewer Authority

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Second Revised Page No. 2A
Canceling First Revised Page No. 2A

LIST OF CHANGES (con't)

PART I: SCHEDULE OF RATES AND CHARGES, SECTIONS F AND G (PAGE NO. 13)

Text Moved from page 12 to page 13. Added text providing notice of PWSA's use of liens.

PART I: SCHEDULE OF RATES AND CHARGES, SECTION H - MISCELLANEOUS FEES (PAGE NOS. 14, 15 AND 15A-15F)

Various fees revised and new fees added related to requests to the Authority from customers or penalties. Removed text permitting changes to fees based on Consumer Price Index. Added text clarifying no charge for access to customer data for dispute.

PART I: SCHEDULE OF RATES AND CHARGES, SECTION I - SALES FOR RESALE (WHOLESALE) (PAGE NO. 16)

Sales for Resale (Wholesale) Rates increased effective January 12, 2022 and January 1, 2023.

Added new Section J to reflect a one-time credit for new enrollments in paperless billing and establishing automatic bill payment.

RIDER BDP - BILL DISCOUNT PROGRAM (RESIDENTIAL) (PAGE NOS. 19 AND 19A)

Increased the discount for participants with incomes at or below 50% of the Federal Poverty Level to receive a 50% discount on the Consumption Charge. Increased Arrearage Forgiveness credit from \$15 to \$30. Removed references to "Pilot." Added text regarding auto enrollment in Arrearage Forgiveness Program.

PART II DEFINITIONS (PAGE NO. 21)

Added definition for Non Bona Fide Service Applicant. Added text to definition of Party Water Service to clarify responsibility for costs.

PART III: RULES AND REGULATIONS, SECTION B CONSTRUCTION AND MAINTENANCE OF FACILITIES (PAGE NO. 36 AND 37)

Removed tapping fees.

PART III: RULES AND REGULATIONS, SECTION C DISCONTINUANCE, TERMINATION AND RESOTRATION OF SERVICE, PARAGRAPH 4 - TURN-ON CHARGE (PAGE NO.41)

Revised end date for wavier of Turn-on Charge.

Issued: ~~TBD~~December 16, 2020

Effective:

~~TBD~~January 14,
2021

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LIST OF CHANGES (CON'T)

PART III: RULES AND REGULATIONS, SECTION D METERS (PAGE NOS. 42 AND 43)

Removed reference to fees for new meters, added meter upsizing option.

PART III: RULES AND REGULATIONS, SECTION E, BILLING AND COLLECTION, PARAGRAPH NO. 5 - APPLICATION OF PAYMENT (PAGE NO. 44)

Revised to include stormwater charges.

PART III: RULES AND REGULATIONS, SECTION G, LINE EXTENSIONS (PAGE NOS. 48-51, 51A-51C)

Revised to comply with Commission line extension regulations.

PART VI: LEAD SERVICE LINE REMEDIATION (PAGE NOS. 63-64, 66-67)

Revised to reflect expansion of Lead Infrastructure Plan to include replacement of lead service lines serving non-residential properties in certain circumstances.

Issued: ~~TBD-December 16, 2020~~ Effective: ~~TBD-January 14, 2021~~

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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 **except that residential customers residing in newly constructed townhomes who are required to install a meter larger than 5/8" for fire protection and due to City ordinance requirements, may request assessment of the 5/8" minimum charge and usage allowance:**

<u>Meter Size</u>	<u>Minimum Gallons</u>	<u>Per Month Rate</u> <u>(Effective January 12, 2022)</u>	<u>Per Month Rate</u> <u>(Effective January 1, 2023)</u>	
5/8"	1,000	\$27.2727.00	\$26.52	(I) / (I)
3/4"	2,000	\$44.3745.12	\$46.47	(I) / (I)
1"	5,000	\$89.8294.17	\$102.08	(I) / (I)
1 1/2"	10,000	\$175.30184.73	\$201.85	(I) / (I)
2"	17,000	\$289.14306.23	\$337.28	(I) / (I)
3"	40,000	\$641.48685.83	\$766.42	(I) / (I)
4"	70,000	\$1,084.281,165.81	\$1,313.93	(I) / (I)
6"	175,000	\$2,558.162,777.07	\$3,174.80	(I) / (I)
8"	325,000	\$4,596.965,018.53	\$5,784.48	(I) / (I)
10" or Larger	548,000	\$7,515.818,249.44	\$9,582.36	(I) / (I)

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:

Consumption Charge
 Customer Class Rate per 1000 Gals.

	<u>Effective</u> <u>January 12, 2022</u>	<u>Effective</u> <u>January 1, 2023</u>	
Residential	\$12.2513.10	\$14.64	(I) / (I)
Commercial*	\$11.9512.61	\$13.80	(I) / (I)
Industrial**	\$10.3110.96	\$12.13	(I) / (I)
Health or Education	\$15.2915.65	\$16.29	(I) / (I)

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.

* Rate applies to City of Pittsburgh Municipal Accounts but bills will be calculated based on a phase-in factor pursuant to 71 P.S. §§ 720.211 to 720.213.

** Rate applies to any new bulk water customers.

(I) = Increase

Issued: ~~TBD~~ Effective: ~~TBD~~
~~December 16, 2020~~ ~~January 14, 2021~~

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:

<u>Customer Class</u>	<u>Customer Charge Per Month</u>		
	Effective January 12, 2022	Effective January 1, 2023	
Residential (per unit)	\$ 64.02 66.30	\$70.44	(I) / (I)
Commercial*	\$ 75.07 77.86	\$82.92	(I) / (I)

*Rate does not apply to City of Pittsburgh Municipal Accounts pursuant to 71 P.S. §§ 720.211 to 720.213.

(c)

(I) = Increase

Issued: **TBD**
~~December 16, 2020~~

Effective: **TBD**
~~January 14, 2021~~

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Section B - Fire Protection Rates

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

<u>Meter Size</u>	<u>Line Size (if unmetered)</u>	<u>Customer Charge Per Month (effective January 12, 2022)</u>	<u>Customer Charge Per Month (effective January 1, 2023)</u>	
1" or Less	2"	\$ 33.24 26.92	\$15.43	(D) / (D)
1 1/2"-3"	3"	\$ 101.97 82.20	\$46.28	(D) / (D)
4"	4"	\$ 14.42 256.85	\$152.25	(D) / (D)
6" or Greater	6" or Greater	\$ 26.83 519.70	\$325.06	(D) / (D)

In addition to any customer charge as applicable above, all customers shall be charged for consumption pursuant to the following terms:

- a. 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.
- b. 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.

	<u>Effective January 12, 2022</u>	<u>Effective January 1, 2023</u>	
Private Fire Protection	\$ 14.01 22.90	\$39.05	(I) / (I)

(I) = Increase, (D) = Decrease

Issued: ~~TBD-December 16, 2020~~ Effective: ~~TBD-January 14, 2021~~

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2. Public Fire Protection: For public fire protection, the charges will be assessed as follows: ~~(C)~~

**Per Hydrant Charge
Per Month**

	<u>Effective</u> <u>January 12, 2022</u>	<u>Effective</u> <u>January 1, 2023</u>	
Public Fire Protection*	\$14.13 15.62	\$18.35	(I) / (I)

**Rate applies to City of Pittsburgh Municipal Accounts but bills will be calculated based on a phase-in factor pursuant to 71 P.S. §§ 720.211 to 720.213.* ~~(C)~~

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.

For use other than public fire protection, charges based on metered usage of a hydrant as set forth in Part II, Section H.3. (C)

~~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.~~ (C)

(I)= Increase, (C)= Change

Issued: ~~TBD-December 16, 2020~~ Effective: ~~TBD-January 14, 2021~~

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Section C - Returned Check Charge

A charge of ~~\$30.45~~**\$20.00** will be assessed any time where a check **(D)**
 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 **(C)**
~~or storm water~~ 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 **(C)**
 for Hydrant permits are in Part I, Section H.3 of this Tariff.

Section E - Service Termination or Resumption Rates

Activity		Fee	
Service Termination (Shut-Off at Curb Stop)		\$75.12 50.00	(D)
Service Resumption (Turn-On at the Curb Stop)	Normal Business hours (Standard Time)	\$25.38 50.00	(I)
	After Normal Business Hours (Standard Time)	\$80.00	(C)
	Same Day - Normal Business Hours	\$45.68 100.00	(I)
	Same Day - After Normal Business Hours	\$150.00	(C)

~~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.~~ **(C)**

[text previously on this page moved to next page]

(D) Decrease, (I) Increase, (C) Change

Issued: ~~TBD-February 28, 2019~~ Effective: ~~TBD-March 1, 2019~~

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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.

[text on this page moved from prior page]

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

Pennsylvania law provides that municipalities and their authorized utility service providers may collect an overdue bill or debt by filing a lien on the property with the County. This lien is then collected at the sale or disposition of the property. As a public utility, the Pittsburgh Water and Sewer Authority must follow the credit and collection regulations of the Pennsylvania Public Utility Commission. Its use of liens as a collections tool is not pursuant to these credit and collection regulations. Any account with past due charges may be sent a reminder notice which shall contain notification that unpaid water, wastewater and/or stormwater charges are a lien against the property. The Pittsburgh Water and Sewer Authority may file the lien on a property where a delinquent balance accumulated. (C)

Once filed with the Department of Court Records for Allegheny County, a lien (together with interest and fees) must be paid prior to the sale or refinancing of the property by the owner. A lien may be enforced through the forced sale of the property where the debt was accrued. The Authority's Supplemental Service Conditions available at www.pgh2o.com provides more detailed information about liens. (C)

(c) = Change

Issued: ~~TBD February 28, 2019~~ Effective: ~~TBD March 1, 2019~~

Section H - Miscellaneous Charges, Fees, and Penalties (includes processing fees, permits, connections and meter fees)

The Authority will not charge customers for access to data in the possession of the Authority that would be required for the Authority to respond to a customer dispute or complaint. (C)
 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.

1. Processing Fees

<u>Item</u>	<u>Charge or Fee</u>	
Certified mailing	\$11.28 20.00	(I)
History retrieval	\$15.23 10.00	(D)
Final bill	\$20.30 20.00	(D)
Map and Record Requests	\$40.00	(C)
Easement Recording	\$3,700.00	(C)
Inspection Fee	\$120 for first 2 hours + \$60 per hour after two hours	(C)
Non-Residential Properties Only:		
Administrative charge Processing of backflow device tests	\$25.38 10.00	(D)
Late fee, back flow device tests	\$60.90	

2. Penalties

<u>Item</u>	<u>Penalty</u>	
Illegal Connection - Residential	\$130.00	(C)
Illegal Connection - Commercial	\$160.00	(C)

(I) Increase, (D) Decrease, (C) Change

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3. Metered Usage of a Hydrant

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

<u>Size</u>	<u>Type</u>	<u>Fee</u>	
5/8"	Pitt - Positive Displacement Meter	\$250.00	(D)
5/8"	Non-pitt - Positive Displacement Meter	\$250.00	(D)
5/8" x 3/4"	Pitt - Positive Displacement Meter	\$250.00	(D)
5/8" by 3/4"	Non-pitt- Positive Displacement Meter	\$250.00	(D)
3/4"	Pitt-Positive Displacement Meter	\$270.00	(D)
3/4"	Non-pitt - Positive Displacement Meter	\$270.00	(D)
3/4"	Pitt - Electromagnetic or Ultrasonic Meter	\$280.00	(D)
3/4"	Non-pitt -Electromagnetic or Ultrasonic Meter	\$280.00	(D)
1"	Pitt - Positive Displacement Meter	\$300.00	(D)
1"	Non-pitt -Positive Displacement Meter	\$300.00	(D)
1"	Pitt - Electromagnetic or Ultrasonic Meter	\$310.00	(D)
1"	Non-pitt - Electromagnetic or Ultrasonic Meter	\$310.00	(D)
	Fire Hydrant Meter	\$970.00	(D)

b. 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.

(C) Change, (D) Decrease

Issued: ~~TBD-December 16, 2020~~ Effective: ~~TBD-January 14, 2021~~

4. Activities Related to Permits/Approvals Issued by the Authority

a. Development Permits - required for constructing or renovating a structure larger than a single-family home including single-family homes with a fire service line or multi-family homes

<u>Activity</u>	<u>Fee</u>
Developer Fee - Water and Sewer Availability Letter	\$40.00
Developer Fee - Water and Sewer Use Review Letter	\$320.00
Developer Fee - Water and Sewer Use Review Letter - Expedited*	\$550.00
Tap-in Plan Review	\$420.00
Tap-In Plan Review - Expedited*	\$740.00
Developer Permit Revisions Review	\$140.00
Developer Permit Revisions Review - Expedited*	\$250.00
Private Construction of Public Facilities Plan Review	\$680.00
Private Construction of Public Facilities Plan Review - Expedited*	\$1,190.00

*Expedited = guaranteed review within 15 business days

b. Residential Permit - for new water and/or sewer taps or reconnecting to existing water and/or sewer service (fee does not apply for water service party line separations)

<u>Activity</u>	<u>Fee</u>
Residential Permit	\$40.00

c. Other Permits (for any customer wanting to schedule an operation of a PWSA facility such as a fire hydrant or waterline shut)

<u>Activity</u>	<u>Fee</u>
Hydrant Flow Test Permit Review	\$60.00
Hydrant Permit Review	\$20.00
Hydrant Flow Test	\$350.00
Water Shut Permit Review	\$40.00
Termination Only Permit	\$250.00

d. Land Operations Permits (may be required for construction project, administered by City of Pittsburgh but requires review by PWSA before permit will be issued)

<u>Activity</u>	<u>Fee</u>
Review of City Land Operation Permit	\$80.00

e. City of Pittsburgh Department of Mobility and Infrastructure (DOMI) Approvals (PWSA required to submit approval letter if affected)

<u>Activity</u>	<u>Fee</u>
Review of City Street Vacation Permits	\$100.00
Review of City Encroachment Permits	\$100.00

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5. Connection Fees and Service Fees for Valve Operation

<u>Type of Fee</u>	<u>Meter Size</u>	<u>Fee</u>	
Connection Fee	1"	\$177.63 \$340.00	(I)
	1 1/2"	\$329.88	(D)
	4"	\$1,106.35 \$400.00	(D)
	6"	\$1,314.43 \$400.00	(D)
	8"	\$1,349.95 \$400.00	(D)
	10"	\$1,415.93 \$400.00	(D)
	12"	\$1,481.90 \$400.00	(D)
Connection Fee - After Normal Business Hours	Fees doubled for work performed outside normal business hrs. Fees at 1.5x for work performed outside business hrs.		(D)
	1"	\$355.26 \$510.00	(I)
	1 1/2"	\$659.76	
	4"	\$2,212.70 \$600.00	(D)
	6"	\$2,628.86 \$600.00	(D)
	8"	\$2,699.90 \$600.00	(D)
	10"	\$2,831.86 \$600.00	(D)
	12"	\$2,963.80 \$600.00	(D)

<u>Type of Fee</u>	<u>Meter Size</u>	<u>Fee</u>	
Service Fees for Valve Operations Based on Waterline Diameter, Normal Business Hours	4" - 12"	\$1,233.23 \$260.00	(D)
	16" - 24"	\$2,009.70 \$370.00	(D)
	30" - 48"	\$3,283.53 \$370.00	(D)
Service Fees for Valve Operations Based on Waterline Diameter, After Normal Business Hours	Fees doubled for work performed outside business hrs. Fees at 1.5x for work performed outside business hrs.		
	4" - 12"	\$2,466.46 \$390.00	
	16" - 24"	\$4,019.40 \$560.00	
	30" - 48"	\$6,567.06 \$560.00	

[these fees moved from page 48]

(I) Increase, (D) Decrease, (C) Change

Issued: TBD

Effective:

TBD

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6. Meter Fees

a. Water Meters, Domestic

<u>Size</u>	<u>Type</u>	<u>Fee</u>	
5/8"	Pitt Positive Displacement Meter	\$235 \$190.00	(D)
5/8"	Non-pitt - Positive Displacement Meter	\$235 \$190.00	(D)
5/8" x 3/4"	Pitt - Positive Displacement Meter	\$235 \$190.00	(D)
5/8" by 3/4"	Non-pitt- Positive Displacement Meter	\$235 \$190.00	(D)
3/4"	Pitt-Positive Displacement Meter	\$252 \$210.00	(D)
3/4"	Non-pitt - Positive Displacement Meter	\$252 \$210.00	(D)
3/4"	Pitt - Electromagnetic or Ultrasonic Meter	\$252 \$220.00	(D)
3/4"	Non-pitt -Electromagnetic or Ultrasonic Meter	\$252 \$220.00	(D)
1"	Pitt - Positive Displacement Meter	\$289 \$240.00	(D)
1"	Non-pitt -Positive Displacement Meter	\$289 \$240.00	(D)
1"	Pitt - Electromagnetic or Ultrasonic Meter	\$289 \$250.00	(D)
1"	Non-pitt - Electromagnetic or Ultrasonic Meter	\$289 \$250.00	(D)
1-1/2"	Badger Meter E-series Ultrasonic Meter, Elliptical, including all oval companion flanges, gaskets, bolts, and nuts	\$660.00	(C)
1-1/2"	Badger Meter E-series Ultrasonic Meter-HEX, including all meter couplings, bushings, & leather gaskets	\$720.00	(C)
1-1/2"	Badger Meter Record all Disc Meters - Elliptical, including all oval companion flanges, gaskets, bolts, and nuts	\$500.00	(C)
2"	Badger Meter E-Series Ultrasonic Meter - Elliptical, including all oval companion flanges, gaskets, bolts, and nuts	\$840.00	(C)
2"	Badger Meter E-Series Ultrasonic Meter - HEX, including all meter couplings, bushings, & leather gaskets	\$850.00	(C)
2"	Badger Meter Record all Disc Meters - HEX, including all meter couplings, bushings, & leather gaskets	\$700.00	(C)

[these fees were moved from pages 49-50]

(I) Increase, (D) Decrease, (C) Change

Issued: TBD

Effective:

TBD

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b. Water Meters, Turbine Domestic Vault

<u>Size</u>	<u>Fee</u>	
2"	\$771.50	(C)
3"	\$1,045.50 \$1,480.00	(I)
4"	\$1,334.00 \$1,600.00	(I)
6"	\$2,189.50 \$2,550.00	(I)
8"	\$3,144.50 \$3,850.00	(I)
10"	\$5,068.00 \$5,560.00	(I)
12"	\$9,286.50 \$6,490.00	(D)
16"	\$10,468.00 \$9,090.00	(D)

c. Water Meters, Turbine Domestic (Non Vault)

<u>Size</u>	<u>Fee</u>	
2"	\$771.50	(C)
3":	\$1,045.50 \$1,430.00	(I)
4":	\$1,334.00 \$1,550.00	(I)
6"	\$2,189.50 \$2,500.00	(I)
8"	\$3,144.50 \$3,990.00	(I)
10"	\$5,068.00 \$5,700.00	(I)
12"	\$9,286.50 \$6,630.00	(D)
16"	\$10,468.00 \$9,220.00	(D)

d. Water Meters, Compound Domestic

<u>Size</u>	<u>Fee</u>	
3"	\$1,688.00 \$1,540.00	(D)
4"	\$1,970.50 \$1,730.00	(D)
6"	\$2,961.00 \$2,900.00	(D)
8"	\$4,881.00 \$9,580.00	(I)

[these fees were moved from pages 49-50]

(I) Increase, (D) Decrease, (C) Change

Issued: TBD

Effective:

TBD

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e. Fire Systems Meters, Turbine

<u>Size</u>	<u>Fee</u>	
3"	\$1,997.50 \$2,320.00	(I)
4"	\$2,268.00 \$2,670.00	(I)
6"	\$3,041.00 \$3,420.00	(I)
8"	\$3,593.50 \$6,120.00	(I)
10"	\$4,761.50 \$10,740.00	(I)

f. Fire Systems Meters, Compound

<u>Size</u>	<u>Fee</u>	
4"	\$2,362.00 \$4,460.00	(I)
6"	\$4,433.50 \$5,990.00	(I)
8"	\$7,173.50 \$9,370.00	(I)
10"	\$11,219.00 \$10,570.00	(I)

[these fees were moved from pages 49-50]

(I) Increase

Issued: TBD

Effective:

TBD

The Pittsburgh Water
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Supplement No. 9
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 First Revised Page No. 16
 Canceling Original Page No. 16

Section I - Sales for Resale (Wholesale)

1. Application: This schedule applies to all new sales of water to other water utilities or public authorities for resale.
2. Rates and Terms of Service: A customer consumption charge per 1,000 gallons of usage will be assessed as follows:

	<u>Consumption Charge</u>		
	<u>Rate per 1000 Gals.</u>		
	<u>(effective</u>	<u>(effective</u>	
	<u>January 12, 2022</u>	<u>January 1, 2023)</u>	
Sales for Resale	\$9.16 \$9.77	\$10.89	(I) / (I)

3. Contracts stipulating the negotiated rate and negotiated terms of Sale for Resale Service may be renegotiated and/or 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.

Section J - New Automatic Payment Enrollment Credit (C)

Customers enrolling in paperless billing and establishing automatic bill payments for the first time will receive a one-time credit of \$5.00. For customers receiving water, wastewater, and/or storm water service from PWSA, this credit will only be applied once per PWSA account.

(C) = Change; (I) Increase

Issued: ~~TBD-December 16, 2020~~ Effective: ~~TBD-January 14, 2021~~

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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 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 every two years. ~~(C)~~
3. Rate (Minimum Charge): The Minimum Charge for residential service pursuant to Rider BDP will be 0% 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. ~~(D)~~
4. Rate (Consumption Charge): The Consumption Charge for residential service pursuant to Rider BDP for participants with income at or below 50% of the Federal Poverty Level will pay ~~80%~~**50%** of the prevailing Consumption Charge under Part I, Section A (which represents a ~~20%~~**50%** discount off the charge). Any other rates, fees and charges will be at the prevailing amounts under this tariff. **(D)**

(D) = Decrease

Issued: ~~TBD-December 16, 2020~~ Effective: ~~TBD-January 14, 2021~~
2021

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5. Pilot Arrearage Forgiveness Program

- a. Customers receiving residential service pursuant to Rider BDP who maintain an active, income based payment plan as documented by the Authority shall be eligible to participate in the ~~Pilot Arrearage Forgiveness Program~~. Customers who negotiate a payment arrangement for their pre-existing arrearages will be automatically enrolled in the Arrearage Forgiveness Program. (C)
- b. Eligible participants will have their billed charges in arrears forgiven in increments of \$30~~15~~ per each payment received. Bill charges in arrears includes any amounts outstanding for PWSA's wastewater conveyance service, if applicable. (I)
- c. The Authority will cease assessing any interest on the arrears and pursuing collections while the customer is in an active, income based payment plan.
- d. Should the participating customer default on the payment plan, he or she will have the opportunity to make two catch-up payments to continue to receive the benefits of the ~~Pilot Arrearage Forgiveness Program~~. Failure to make the two catch-up payments will result in immediate removal of the customer from the ~~Pilot Arrearage Forgiveness Program~~. (C)
- e. Customers removed from the ~~Pilot Arrearage Forgiveness Program~~ will be eligible to reenter the program if they make all missed payments incurred during their prior enrollment in the ~~Pilot Arrearage Forgiveness Program~~. (C)
- f. The Authority reserves the right to propose to alter or eliminate the ~~Pilot Arrearage Forgiveness Program~~ in a future base rate case. (C)

(C) = Change, (I) = Increase

Issued: ~~TBD December 16, 2020~~ Effective: ~~TBD January 14, 2021~~

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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.
- 6a. Non Bona Fide Service Applicants: Applicants that do not meet the definition of Bona Fide Service Applicants, shall be deemed Non Bona Fide Service Applicants. (C)
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.

(C) = Change

Issued: TBD
~~February 28, 2019~~

Effective: TBD
~~March 1, 2019~~

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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. **Installation and cost of installation of the Meter and the Water Service Line from the Water main to and including the Curb Stop is the responsibility of the Authority consistent with Part III, Section A.13.** (C)
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.

(C) - Change

Issued: ~~TBD February 28, 2019~~ Effective: ~~TBD March 1, 2019~~

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Canceling ~~Third~~ ~~Second~~ Page No. 36

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 and Converting Flat Rate or Unmetered Customers to Metered Customers: ~~(C)~~
- a. Non-Municipal 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 Meter and 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 or service fees ~~and/or customer facilities fee (under Part III Section G.2 of this Tariff regarding Line Extensions)~~ ~~(C)~~ 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.
- ~~{Note: text previously on this page moved to next page}~~

(C) = Change

Issued: ~~TBD December 16, 2020~~ Effective: ~~TBD January 14, 2021~~

The Pittsburgh Water and Sewer Authority
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- 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 ~~or~~ 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. (C)
- c. Notwithstanding (a) and (b) above, the installation, costs and subsequent responsibilities for converting City of Pittsburgh properties to metered service shall be in accordance with 71 P.S. §§ 720.211 to 720.213. (C)

(C) = Change

Issued: ~~TBD December 16, 2020~~ Effective: ~~TBD January 14, 2021~~

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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 Paragraph C.2 or C.3 of this Section, service shall be turned on by the Authority only upon the payment by the customer of a turn-on charge pursuant to Part I, Section E and the resolution of the problem that gave rise to the termination if under Paragraph C.3. The turn-on charge will be waived until ~~January 14, 2022~~ **[TBD - one year after entry date of final order]** ~~or as directed by future Commission order, whichever is later.~~ (C)

(C) = Change

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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.~~ (C)

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(C) Change

Issued: ~~TBD-February 28, 2019~~ Effective: ~~TBD-March 1, 2019~~

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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.
10. Meter Upsizing: Single-family homeowners may apply to upsize their domestic water meter up to one inch without requiring any additional permits. Meters larger than one inch may be subject to additional requirement. Other property owners must request upsizing of their domestic water meter through the development process. Applicant will pay the full cost of the meter if an upsizing request is granted.

(C)

(C) Change

Issued: ~~TBD-February 28, 2019~~ Effective: ~~TBD-March 1, 2019~~

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~~First~~ **Second** Revised Page No. 44
Canceling ~~Original~~ **First Revised** Page No. 44

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 0.83 percent per billing period, not to exceed ten percent (10%) per year when not paid as prescribed in Rule 2 of this Section. (C)
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 **customers receiving any combination of water, wastewater, and stormwater services**, any partial remittance will be applied **in following order: to the water, bill first and any remaining remittance will be applied to the wastewater bill and stormwater charges.** (C)
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

(C) = Change

Issued: ~~TBD December 16, 2020~~ Effective: ~~TBD January 14, 2021~~

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First Revised Page No. 48
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Section G - Line Extensions

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 ~~all applicable fees set forth in Part I, Section H 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~~

(C)

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

[remaining text on this page moved to page 15C]

~~Connection Fee~~

1"	\$177.63
1 1/2"	\$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~~

(C) Change

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~~(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.~~

[text on this page moved to pages 15C-15F]

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)

Issued: ~~TBD~~ December 16, 2020 Effective: ~~TBD~~ January 14, 2021

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Reserved for future use.

PRO FORMA

Issued: ~~TBD December 16, 2020~~ Effective: ~~TBD January 14, 2021~~

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[some text on this page moved to page 15F]

~~(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"	\$4,761.50	(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).~~

3. 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 self 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

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- 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.~~ (C)
4. 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).
5. Where a Line Extension Applicant constructs or causes to be constructed at his expense (in whole or in part) 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~~ (C) 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)~~ 52 Pa. Code § 65.22 The Customer Refund Amount shall be the Company contribution divided by the number of customers connected to the initial main extension. For Non Bona Fide Service Applicants, this provision shall only apply if the owner of the property connecting to the service line is not in the development for which the extension was constructed.
- ~~6. 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).~~ (C)

Issued: TBD
~~February 28, 2019~~

Effective:

TBD
~~March 1, 2019~~

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

(C)

PRO FORMA

Issued: ~~February 28, 2019~~ TBD

Effective: ~~March 1, 2019~~ TBD

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For Non Bona Fide Service Applicants:

6. 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). 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).
7. The Authority may, in its exercise of its sole discretion, require that construction shall not commence until the Non Bona Fide Service Applicant has posted appropriate financial security in accordance with 53 Pa.C.S. § 5607(d) (23), (30).
8. The Authority may, in its exercise of its sole discretion, require the Non Bona Fide Service Applicant to reimburse the Authority for reasonable and necessary expenses the Authority incurs as a result of the extension. 53 Pa.C.S. § 5607(d) (30).
9. When a main is to be extended at the expense of the Non Bona Fide Service Applicant, the Non Bona Fide Service 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.

Issued: TBD

Effective:

TBD

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For Bona Fide Service Applicants:

10. Line extensions to Bona Fide Service Applicants shall be funded without customer advance if the annual revenue from line extension will equal or exceed the Authority's annual line extension costs. The Authority's calculation of annual line extension costs will be consistent with 52 Pa. Code §65.1 but for depreciation costs. As a cash flow regulated company, the Authority does not earn interest on its assets. Calculation of debt costs will include annual payments on the debt and debt service coverage.
11. If the annual revenue from the line extension will not equal or exceed the Authority's annual line extension costs, a Bona Fide Service Applicant may be required to provide a customer advance to the Authority's cost of construction for the line extension. The Authority's investment for the line extension shall be the portion of the total construction costs which generate annual line extension costs equal to annual revenue from the line extension. The customer advance amount shall be determined by subtracting the Authority's investment for the line extension from the total construction costs.
12. The Authority's investment for the line extension shall be based on the following formula:

Average Annual Revenue	\$ _____
<i>Minus</i>	
Operation and Maintenance Expenses*	\$ _____
Subtotal	\$ _____
<i>Divided by</i>	
Weighted Cost of Debt plus Depreciation	_____ %
Company Investment	\$ _____

*The Authority will calculate Operation and Maintenance Expenses by multiplying the Operations and Maintenance Expenses per thousand gallons, as determined annually using the AWWA Water Audit methodology and that is submitted annually to the Commission, by the anticipated consumption from the customer.

Issued: TBD

Effective:

TBD

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13. If a customer advance is required from a Bona Fide Service Applicant and the Bona Fide Applicant is unable to advance the entire amount due, the Authority shall do one of the following: (1) Allow the applicant to pay the advance over a period of not less than 3 years, with the utility recovering financing costs equal to the utility's weighted cost of long term debt. The utility may require the applicant to deposit up to one-third of the total customer advance prior to extending service, or (2) Provide information to the customer on financial institutions that may offer financing to the customer for the line extension.
14. A Bona Fide Service Applicant will be required to pay, in advance, a reasonable charge for service lines and equipment installed on private property for the exclusive use of the customer.

Issued: TBD

Effective:

TBD

PART VI: LEAD SERVICE LINE REMEDIATION

1. **Definitions:** For purposes of Part VI (Lead Service Line Remediation), the following definitions apply:
- a. **Authority Facility:** A water distribution main or a public lead service line owned by the Authority and connected to a private lead service line. (C)
 - b. **CLRAC:** The Community Lead Response Advisory Committee established pursuant to PWSA's first jurisdictional base rate case docketed at R-2018-3002645 et al.
 - c. **Customer Lead Service Line:** (1) A Lead Service Line extending from the Curb Stop to a point of consumption the meter or one foot inside a buidling foundation, whichever is farther; or (2) a non-residential Lead Service Line extending from the Authority Facility to the meter or one foot inside a building foundation, whichever is farther. (C)
 - d. **Independent Legal Restrictions:** Commission Rules or orders which otherwise prevent termination of water service at a property including but not limited to winter moratorium, medical certifications, or Commission directed moratoriums or suspensions.
 - e. **Lead Service Line:** Any service line made of lead, or galvanized iron or galvanized steel that is or formerly was downstream of lead. (C)
 - f. **Partial Lead Service Line Replacement:** The replacement of an Authority Facility Service Line made of any material without the simultaneous replacement of a connected Customer Lead Service Line. (C)
 - g. **Public Lead Service Line:** A Lead Service Line owned by the Authority 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 Curb Stop and/or control valve and valve box. (C)
 - h. **Residence:** A residential property with no more than four (4) dwelling units or a dual use property (commercial & residential) with service lines 1-inch in diameter or less, for which the PWSA has maintenance responsibility for the water service line from the water main to and including the curb stop. The term also includes a single-family residence that is served by a lead service line greater than 1-inch diameter.

(C) = Change

Issued: TBD

Effective:

TBD

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2. Lead Infrastructure Plan:

a. Notwithstanding Part III, Section B.1 of this Tariff, the Authority will replace Customer Lead Service Lines pursuant to its Lead Infrastructure Plan (as approved at Docket No. M-2018-2640802 and set forth in Amended Appendix C to the Authority's 5-Year Long-Term Infrastructure Improvement Plan approved at Docket No. P-2018-3005037, hereinafter "Lead Infrastructure Plan"), subject to an expenditure cap of \$11.0 million per year. The Authority may modify its annual expenditure cap for Customer Lead Service Line replacements with Commission approval. The costs incurred by the Authority to undertake remediation efforts pursuant to its Lead Infrastructure Plan shall be recoverable in rate proceedings.

b. PWSA's Lead Infrastructure Plan is in effect until December 31, 2026, and applies to any Lead Service Line (1) serving any Residence **and non-residential properties** **(C)** **where specified**; (2) of which PWSA is aware; (3) the replacement of which is operationally feasible; and (4) the Property Owner authorizes the replacement or replaces the line in accordance with PWSA policy or, PWSA is otherwise authorized to replace the line in accordance with this Tariff.

(C) = Change

Issued: **TBD**

Effective:

TBD

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- d. For ad hoc replacements initiated by Property Owners at their Residence after January 1, 2019, if the Customer Lead Service Line is connected to a Public Lead Service Line, PWSA will replace the Public Lead Service Line when a customer elects to replace the Customer Lead Service Line. For ad hoc replacements after January 1, 2019, PWSA will reimburse the **Residential** customer for all or a portion of the cost of the Customer Lead Service Line replacement based on the customer's income. The proposed income-based reimbursement of the cost to replace Customer Lead Service Lines is tiered as follows: (C)
- i. Full cost reimbursement for households with income levels below 300 percent of the federal poverty level (FPL), as adjusted annually;
 - ii. 75 percent of the cost for households with income levels between 301 and 400 percent of the federal poverty level, as adjusted annually;
 - iii. 50 percent of the cost for households with income level between 401 and 500 percent of FPL, as adjusted annually;
 - iv. For all other households, a \$1,000 stipend towards the replacement cost of Customer Lead Service Line replacement.
- e. After January 1, 2019, PWSA will offer to replace Customer Lead Service Lines at no direct cost to the Property Owner: (i) at any **residential or non-residential property** Residence where PWSA replaces an Authority **Facility** ~~Service Line~~ connected to a Customer Lead Service Line pursuant to its Small Diameter Water Main Replacement Program; (ii) at any Residence where PWSA replaces an **Authority Facility** ~~Public Lead Service Line~~ connected to a Customer Lead Service Line; (iii) at any Residence with a private-side only Lead Service Line located within a work order area of a neighborhood-based Lead Service Line replacement program where Lead Service Line replacements are performed; and (iv) when PWSA's operations crew replaces an **Authority Facility** ~~Public Lead Service Line~~ regardless of material, in emergencies including line breaks, leaks or other unplanned emergency replacements. (C)

(C) = Change

Issued: **TBD**

Effective:

TBD

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f. **Replacement of Authority Facility - Customer Lead Service**
Lead Service Line Replacement - Termination of Service

- (C)
- i. Except as set forth below, if after being notified of the Authority's offer to replace at no cost a property owner's Customer Lead Service Line the property owner has not provided an executed property owner agreement authorizing the replacement of the customer service line or where the legal owner can not be identified or located, PWSA will not reconnect the Customer Lead Service Line to the ~~Public Lead~~ Authority's Service Line and will initiate termination of water service at that location following the procedures and providing the notices set forth in accordance with this Tariff and the Lead Infrastructure Plan. PWSA will proceed with termination of water service to a location irrespective of whether Independent Legal Restrictions would otherwise delay or prohibit termination. (C)
- ii. At any time prior to completing termination, or, within five days after termination, the property owner executes the property owner agreement, or if after the termination, the property owner submits proof in the form of a plumbing inspection report from the Allegheny County Health Department that the lead customer service line has been replaced, water service will be restored to the property provided that service will not be restored until either both the Public Lead Service Line and the ~~Private Customer~~ Lead Service Line have been replaced or an alternative, non-lead temporary bypass is installed. The property owner will have five days from termination to provide the executed agreement, or ten days from termination if the replacement was made pursuant to PWSA's emergency replacement procedures, and coordinate with PWSA to schedule the replacement as necessary. If the aforementioned steps are not completed within that timeframe, PWSA will terminate service again on the fifth day (or tenth day in the case of emergency replacements) without re-initiating termination notices and procedures. (C)

(C) = Change

Issued: TBD

Effective:

TBD

Appendix J

**Joint Petition for Settlement
PWSA Rate Case R-2021-3024773,
*et al.***

Supplement No. 58
Tariff Wastewater - Pa. P.U.C. No. 1

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: ~~December 16, 2020~~TBD Effective: ~~January 14, 2021~~TBD

BY: William J. Pickering, ~~Chief Executive Officer~~ Director
1200 Penn Avenue, Pittsburgh, PA 15222
Tel: 412-255-8800

NOTICE

This tariff makes increases and changes in existing rates, rules, and regulations as approved by the Commission in its Final Order dated [TBD] at Docket No. R-2021-3024774.

LIST OF CHANGES

TABLE OF CONTENTS (PAGE NO. 3 AND 6)

Updated to reflect the additional language for Section H Miscellaneous Charge and addition of Part I, Section J, and the deletion of Part VI: Storm Water.

PART I: SCHEDULE OF RATES AND CHARGES, SECTION A - WASTEWATER CONVEYANCE (PAGE NO. 9)

Decreasing the Minimum Charge per month for all meter sizes and the Conveyance Charge for all customer classes effective January 12, 2022 and January 1, 2023. Added language regarding minimum charge and usage allowance exception for new townhomes required to install meter larger than 5/8" for fire protection.

PART I: SCHEDULE OF RATES AND CHARGES, SECTION A.1 - WASTEWATER CONVEYANCE (UNMETERED SERVICE) (PAGE NO. 11)

Rates for the per month customer charge decreased for Residential and Commercial customer classes effective January 12, 2022 and January 1, 2023.

PART I: SCHEDULE OF RATES AND CHARGES, SECTION C - RETURNED CHECK CHARGE (PAGE NO. 12)

Updated to reflect new rates for Returned Checks, Service Termination and Service Resumption. Also revised to state that Returned Check Charge will not be assessed more than once per returned check under PWSA's tariffs, including under the Storm Water Tariff.

PART I: SCHEDULE OF RATES AND CHARGES, SECTION G - COLLECTION EXPENSES AND FEES DESCRIBED IN THE AUTHORITY'S SUPPLEMENTAL SERVICE CONDITIONS (PAGE NO. 13)

Added text providing notice of PWSA's use of liens.

PART I: SCHEDULE OF RATES AND CHARGES, SECTION H - MISCELLANEOUS FEES (PAGE NOS 14, 14A-14C)

Various fees revised and new fees added related to requests to the Authority from customers or penalties. Removed text permitting changes to fees based on Consumer Price Index. Added text clarifying no charge for access to customer data for dispute.

Part I: Schedule of Rates and Charges, Section J - New Automatic Payment Enrollment Credit (Page No. 14C)

Added new Section J to reflect a one-time credit for new enrollments in paperless billing and establishing automatic bill payment.

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LIST OF CHANGES (con't)

RIDER BDP - BILL DISCOUNT PROGRAM (RESIDENTIAL) (PAGE NOS. 17 AND 17A)

Corrected text from "consumption" to "conveyance." Increased the discount for participants with incomes at or below 50% of the Federal Poverty Level to receive a 50% discount on the Consumption Charge. Corrected language changing consumption to conveyance. Increased Arrearage Forgiveness credit from \$15 to \$30. Removed references to "Pilot." Added text regarding auto enrollment in Arrearage Forgiveness Program.

PART II: DEFINITIONS (PAGE NO. 21)

Updated to remove definitions that relate only to storm water that are now included in PWSA Storm Water Tariff.

PART III: RULES AND REGULATIONS, SECTION C DISCONTINUANCE, TERMINATION AND RESOTRATION OF SERVICE, PARAGRAPH 4 - TURN-ON CHARGE (PAGE NO.41)

Revised end date for wavier of Turn-on Charge.

PART III: RULES AND REGULATIONS, SECTION E, BILLING AND COLLECTION, PARAGRAPH NO. 5 - APPLICATION OF PAYMENT (PAGE NO. 42)

Revised to include storm water charges

PART III: RULES AND REGULATIONS, SECTION G, MAIN EXTENSIONS (PAGE NO. 46)

Removed tapping fee.

PART VI: STORM WATER (PAGE NOS. 68 THROUGH 71)

Removed Part IV as this section is now included in PWSA's Tariff Storm Water - Pa. P.U.C. No. 1.

Issued: TBD

Effective:

TBD

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Issued: ~~February 28, 2019~~ TBD Effective: ~~March 1, 2019~~
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(C)

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Effective:

~~March 1, 2019~~TBD

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The Pittsburgh Water and Sewer Authority Tariff Wastewater - Pa. P.U.C. No. 1
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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 ~~except that residential customers residing in newly constructed townhomes who are required to install a meter larger than 5/8" for fire protection and due to City ordinance requirements, may request assessment of the 5/8" minimum charge and usage allowance:~~

<u>Meter Size</u>	<u>Minimum Gallons</u>	<u>Minimum Charge Per Month</u>		
		<u>Effective January 12, 2022</u>	<u>Effective January 1, 2023</u>	
5/8"	1,000	\$8.51 8.09	\$7.32	(D) / (D)
3/4"	2,000	\$17.23 15.27	\$11.70	(D) / (D)
1"	5,000	\$40.92 35.01	\$24.27	(D) / (D)
1 1/2"	10,000	\$84.51 70.91	\$46.19	(D) / (D)
2"	17,000	\$143.07 119.36	\$76.29	(D) / (D)
3"	40,000	\$326.33 271.91	\$173.03	(D) / (D)
4"	70,000	\$558.31 465.73	\$297.52	(D) / (D)
6"	175,000	\$1,338.15 1,120.70	\$725.62	(D) / (D)
8"	325,000	\$2,424.04 2,035.83	\$1,330.48	(D) / (D)
10" or Larger	548,000	\$3,991.08 3,361.79	\$2,218.44	(D) / (D)

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:

<u>Customer Class</u>	<u>Conveyance Charge Rate Per 1000 Gals.</u>		
	<u>Effective January 12, 2022</u>	<u>Effective January 1, 2023</u>	
Residential	\$7.64 6.99	\$5.81	(D) / (D)
Commercial*	\$6.74 6.22	\$5.28	(D) / (D)
Industrial	\$6.15 5.76	\$5.05	(D) / (D)
Health or Education	\$8.44 7.71	\$6.38	(D) / (D)

* Rate applies to City of Pittsburgh Municipal Accounts but bills will be calculated based on a phase-in factor pursuant to 71 P.S. §§ 720.211 to 720.213.

(D) = Decrease

Issued: ~~December 16, 2020~~TBD Effective: January 14, 2021TBD

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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 Class	Customer Charge		
	Effective January 12, 2022	Effective January 1, 2023	
Residential (per unit)	\$31.4329.06	\$24.75	(D) / (D)
Commercial*	\$35.4732.97	\$28.44	(D) / (D)

*Rate does not apply to City of Pittsburgh Municipal Accounts pursuant to 71 P.S. §§ 720.211 to 720.213.

(C)

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.

~~(I) = Increase, (D) = Decrease, (C) = Change~~

Issued: ~~December 16, 2020~~ April 13, 2021 Effective: ~~January 14, 2021~~ June 12, 2021

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First Revised Page No. 12
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Section C - Returned Check Charge

A charge of ~~\$30.45~~ \$20.00 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 or storm water tariff.

(I)

(C)

Section D - Reserved

Section E - Service Termination or Resumption Rates

The fee for service termination shall be ~~\$75.13~~ 50.00. The fee for resumption of service shall be ~~\$25.38~~ 50.00, 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.

(D)

(I)

Section F - Reserved

Issued: ~~TBD February 28, 2019~~

Effective: ~~TBD March 1, 2019~~

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

Pennsylvania law provides that municipalities and their authorized utility service providers may collect an overdue bill or debt by filing a lien on the property with the County. This lien is then collected at the sale or disposition of the property. As a public utility, the Pittsburgh Water and Sewer Authority must follow the credit and collection regulations of the Pennsylvania Public Utility Commission. Its use of liens as a collections tool is not pursuant to these credit and collection regulations. Any account with past due charges may be sent a reminder notice which shall contain notification that unpaid water, wastewater and/or stormwater charges are a lien against the property. The Pittsburgh Water and Sewer Authority may file the lien on a property where a delinquent balance accumulated. (C)

Once filed with the Department of Court Records for Allegheny County, a lien (together with interest and fees) must be paid prior to the sale or refinancing of the property by the owner. A lien may be enforced through the forced sale of the property where the debt was accrued. The Authority's Supplemental Service Conditions available at www.pgh2o.com provides more detailed information about liens. (C)

(c) = Change

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Section H - Miscellaneous Charges, Fees, and Penalties (includes processing fees, and permits)

The Authority will not charge customers for access to data in the possession of the Authority that would be required for the Authority to respond to a customer dispute or complaint. 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.

1. Processing Fees

<u>Item</u>	<u>Charge or Fee*</u>	
Certified mailing	\$11.28 20.00	(I)
History retrieval	\$15.23 10.00	(D)
Final bill	\$20.30 20.00	(D)
Map and Record Requests	\$40.00	
Easement Recording	\$3,700.00	
*Assessed per account.		
Dye Test Application Processing Fees		
Evidence of Compliance Statement	\$25.38 20.00	(D)
Temporary Evidence of Compliance Statement	\$25.38 30.00	(I)
Visual Inspection	\$75.00 120.00 for first 2 hours + \$60 per hr after 2 hrs	(I)
Duplicate Evidence of Compliance Statement	\$25.38 20.00	(D)

2. Penalties

<u>Item</u>	<u>Penalty</u>
Illegal Connection - Residential	\$60.00
Illegal Connection - Commercial	\$110.00

(I) Increase, (D) Decrease

Issued: ~~February 28, 2019~~TBD Effective: ~~March 1, 2019~~TBD

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4. Activities Related to Permits/Approvals Issued by PWSA
a. Development Permits - required for constructing or renovating a structure larger than a single-family home including single-family homes with a fire service line or multi-family homes

<u>Activity</u>	<u>Fee</u>
Developer Fee - Water and Sewer Availability Letter	\$40.00
Developer Fee - Water and Sewer Use Review Letter	\$320.00
Developer Fee - Water and Sewer Use Review Letter - Expedited*	\$550.00
Tap-in Plan Review	\$420.00
Tap-In Plan Review - Expedited*	\$740.00
Developer Permit Revisions Review	\$140.00
Developer Permit Revisions Review - Expedited*	\$250.00
Private Construction of Public Facilities Plan Review	\$680.00
Private Construction of Public Facilities Plan Review - Expedited*	\$1,190.00
DEP Sewage Facilities Planning Review	\$240.00
DEP Sewage Facilities Planning Review - Expedited*	\$410.00

*Expedited = guaranteed review within 15 business days

- b. Residential Permit - for new water and/or sewer taps or reconnecting to existing water and/or sewer service

<u>Activity</u>	<u>Fee</u>
Residential Permit	\$40.00

- c. Other Permits (for any customer wanting to schedule an operation of a PWSA facility such as a fire hydrant or waterline shut)

<u>Activity</u>	<u>Fee</u>
Termination Only Permit	\$250.00

Issued: TBD

Effective:

TBD

The Pittsburgh Water
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d. Land Operations Permits (may be required for construction project, administered by City of Pittsburgh but requires review by PWSA before permit will be issued)

<u>Activity</u>	<u>Fee</u>
Review of City Land Operation Permit	\$80.00

e. City of Pittsburgh Department of Mobility and Infrastructure (DOMI) Approvals (PWSA required to submit approval letter if affected)

<u>Activity</u>	<u>Fee</u>
Review of City Street Vacation Permits	\$100.00
Review of City Encroachment Permits	\$100.00

Issued: TBD

Effective:

TBD

The Pittsburgh Water
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Supplement No. 8
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Section I - Reserved for Future Use

Section J - New Automatic Payment Enrollment Credit

Customers enrolling in paperless billing and establishing automatic bill payments for the first time will receive a one-time credit of \$5.00. For customers receiving water, wastewater, and/or storm water service from PWSA, this credit will only be applied once per PWSA account.

Issued: TBD

Effective:

TBD

The Pittsburgh Water and Sewer Authority
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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 every two years. (e)

3. Rate (Minimum Charge): The Minimum Charge for residential service pursuant to Rider BDP will be 0% 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. (e)
(D)

4. Rate (Conveyance consumption Charge): The Consumption Charge for residential service pursuant to Rider BDP for participants with income at or below 50% of the Federal Poverty Level will pay ~~80%~~ **50%** of the prevailing Consumption Charge under Part I, Section A (which represents a ~~20%~~ **50%** discount off the charge). Any other rates, fees and charges will be at the prevailing amounts under this tariff. (C)
(D)

(D) = Decrease; (C) = Change

Issued: ~~December 16, 2020~~ **TBD** Effective: ~~January 14, 2021~~ **TBD**

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5. Pilot Arrearage Forgiveness Program (C)
- a. Customers receiving residential service pursuant to Rider BDP who maintain an active, income based payment plan as documented by the Authority shall be eligible to participate in the ~~Pilot~~ Arrearage Forgiveness Program. Customers who negotiate a payment arrangement for their pre-existing arrearages will be automatically enrolled in the Arrearage Forgiveness Program. (C)
 - b. Eligible participants will have their billed charges in arrears forgiven in increments of \$1530 per each payment received. Billed charges in arrears includes any amounts outstanding for PWSA's water service, if applicable. (I)
 - c. The Authority will cease assessing any interest on the arrears and pursuing collections while the customer is in an active, income based payment plan.
 - d. Should the participating customer default on the payment plan, he or she will have the opportunity to make two catch-up payments to continue to receive the benefits of the ~~Pilot~~ Arrearage Forgiveness Program. Failure to make the two catch-up payments will result in immediate removal of the customer from the ~~Pilot~~ Arrearage Forgiveness Program. (C)
 - e. Customers removed from the ~~Pilot~~ Arrearage Forgiveness Program will be eligible to reenter the program if they make all missed payments incurred during their prior enrollment in the ~~Pilot~~ Arrearage Forgiveness Program. (C)
6. The Authority reserves the right to propose to alter or eliminate the ~~Pilot~~ Arrearage Forgiveness Program in a future base rate case. (C)

(c) = Change, (I) = Increase

Issued: ~~TBD December 16, 2020~~ Effective: ~~TBD January 14, 2021~~

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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. Reserved for future use.
- ~~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.

(C)

(c) Change

Issued: ~~February 28, 2019~~ TBD

Effective: ~~March 1, 2019~~ TBD

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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 Paragraph C.2 or C.3 of this Section, service shall be turned on by the Authority only upon the payment by the customer of a turn-on charge pursuant to Part I, Section E and the resolution of the problem that gave rise to the termination if under Paragraph C.3. The turn-on charge will be waived until ~~January 14, 2022~~ **[TBD - one year after entry date of final order]** **(C)** or as directed by future Commission order, whichever is later.

Section D - Reserved

(C) = Change

Issued: ~~December 16, 2020~~**TBD** Effective: ~~January 14, 2021~~**TBD**

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 0.83 percent per billing period, not to exceed ten percent (10%) per year when not paid as prescribed in Rule 2 of this Section. (c)
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 **customers receiving any combination of water, wastewater, and stormwater services** ~~combined water/wastewater customers~~, any partial remittance will be applied **in the following order: to the water bill first and any remaining remittance will be applied to the wastewater bill and stormwater charges.** (C)
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,

(C) = Change

Issued: ~~December 16, 2020~~ Effective: ~~January 14, 2021~~ **TBD**
TBD

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Section G - Main Extensions

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 ~~all applicable fees set forth in Part I, Section H 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).

(C)

~~Tapping Fee~~

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

(C)

~~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).

Issued: ~~February 28, 2019~~TBD Effective: ~~March 1, 2019~~TBD

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.~~

Reserved for future use.

(C)

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.~~

Issued: ~~February 28, 2019~~TBD

Effective:

~~March 1,~~
2019TBD

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.~~

Reserved for future use.

(C)

Section E - Completion of illegal Surface Storm Water
disconnections

- ~~3. 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.~~
- ~~4. 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.~~
- ~~5. The Authority shall issue an Evidence of Compliance Statement within 7 business days of the submission of the appropriately completed Dye Testing Results Form.~~

(C) = Change

Section F — Illegal connections to public Storm Sewers

~~6. 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.~~

Reserved for future use.

(C)

~~7. 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;~~
 - ~~e. 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.~~

(C) = Change

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~~8. 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.~~

Reserved for future use.

(C)

(C) = Change

Issued: ~~February 28, 2019~~TBD

Effective: ~~March 1, 2019~~TBD

Appendix K

**Joint Petition for Settlement
PWSA Rate Case R-2021-3024773,
*et al.***

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THE PITTSBURGH WATER AND SEWER AUTHORITY

RATES, RULES AND REGULATIONS GOVERNING
THE PROVISION OF STORM WATER COLLECTION, CONVEYANCE,
TREATMENT AND/OR DISPOSAL SERVICE
TO THE PUBLIC IN THE TERRITORY DESCRIBED HEREIN

Issued: TBD

Effective: TBD

By: William J. Pickering, Chief Executive Officer
1200 Penn Avenue, Pittsburgh, PA 15222
Tel: 412-255-8800

NOTICE

Filed in compliance with the Order of the Pennsylvania Public
Utility Commission entered [TBD] at Docket No. R-2021-3024779.

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LIST OF CHANGES

The Filing of the Initial Tariff.

Pro Forma

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List of Territories Served

The City of Pittsburgh.

PRO FORMA

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PART I: SCHEDULE OF RATES AND CHARGES

Section A - Storm Water Management Service Charge

Section A.1 - Residential Service

1. Applicability:

The rates under this schedule apply throughout the Authority's service territory for service rendered on and after the effective date shown at the bottom of this page.

2. Availability:

The rates under this schedule are available to residential customers.

3. Rate:

Each residential customer receiving service under this schedule will be assessed a monthly service charge at the following rate. Rates shall be calculated based upon the Equivalent Residential Unit (ERU) as determined by the Authority.

Service Charge

	<u>Effective</u> <u>January 12, 2022</u>	<u>Effective</u> <u>January 1, 2023</u>
Tier 1 (Impervious area of 400 square feet to less than 1,015 square feet, 0.5 ERUs)	\$2.98	\$3.98
Tier 2 (Impervious area of 1,015 square feet to less than 2,710 square feet, 1 ERU)	\$5.96	\$7.95
Tier 3 (Impervious area greater than or equal to 2,710 square feet, 2 ERUs)	\$11.92	\$15.90

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Section A.2 - Non-Residential Service

1. Applicability:

The rates under this schedule apply throughout the Authority's service territory for service rendered on and after the effective date shown at the bottom of this page.

2. Availability:

The rates under this schedule are available to non-residential customers.

3. Service Charge:

Rates for developed properties are determined on an Equivalent Residential Unit basis. Each Customer receiving service under this schedule will be assessed the following monthly service charge(s) based upon the total amount of measured impervious area contained on the property. Measured impervious area shall be divided by 1,650 square feet and rounded up to the nearest whole number to determine the number of ERUs represented on the property. The service charge applicable to each developed property shall be calculated as follows:

Calculation of Service Charge

Service Charge = (Total IA / 1,650 square feet per ERU (quotient rounded up to nearest whole number)) * ERUR

Where:

IA = The Customer's property impervious area (sq. ft.) as measured by the Authority.

ERUR = The equivalent rate in dollars and cents for one (1) ERU.

	<u>Effective</u> <u>January 12, 2022</u>	<u>Effective</u> <u>January 1, 2023</u>
Rate per (1) ERU	\$5.96	\$7.95

The minimum service charge for any developed property is equal to that charged for Tier 2 residential properties.

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Section B - Storm Water Management Service Charge Credits

B.1 - Residential and Non-Residential Credit

1. Applicability:

The credits under this schedule apply throughout the Authority's service territory for service rendered on and after the effective date shown at the bottom of this page.

2. Availability:

This credit is available to non-residential Customers that meet Pittsburgh 2019 stormwater standards in Title Thirteen of the Pittsburgh Zoning Code, or more recent or restrictive standards, by controlling at least 1" of runoff from impervious surfaces on the property for which a credit is sought, if (i) Best Management Practices (BMPs) located on the property have been constructed in compliance with approved plans, (ii) the Customer is current with payments owed on all billed charges and fees on the Customer's account and are otherwise in compliance with the Rules and Regulations of this Tariff; (iii) the Customer remains responsible for all cost of operation and maintenance of the BMP; (iv) the Authority is granted access to the BMP for purpose of inspecting adherence to design, maintenance and operating standards; and (v) there is no significant change in land use draining to the BMP or alterations made to the approved BMP without prior approval of the Authority. This credit is also available to residential customers who disconnect downspouts and redirect property drainage to street planters, or who control at least $\frac{3}{4}$ " of runoff from impervious surfaces on the property for which a credit is sought. A similar credit is available for properties meeting the 2016 storm water standards that were replaced by the Pittsburgh 2019 storm water standards in Title Thirteen of the Pittsburgh Zoning Code.

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3. Determination of Credit:

For non-residential customers the amount of credit shall be 60% for that proportion of impervious surface for which the 2019 standard is met, and 45% for that proportion of impervious surface for which the 2016 standard is met. For residential tier 2 or tier 3 Customers the amount of the credit will be that associated with reducing the property's storm water service charge to that of the next lower residential tier rate. For tier 1 Customers the credit amount will be 50%.

For non-residential customers who undertake regional efforts or exceed Pittsburgh 2019 stormwater standards by controlling at least 25% more runoff than required, a higher level of credit may be granted upon review. The maximum credit under this approach will be 100%.

4. Terms:

Application

Customers must submit a completed BMP credit application. The current application will be available on the Authority's website.

Site Inspection

The Authority has the right to inspect the parcel and BMP(s) to verify the information provided in the application and to verify ongoing compliance with the Tariff. If a credit recipient fails an inspection, a notice will be sent to the Customer stating that corrections need to be made. If adequate corrections are not completed or addressed within the time frame specified in the notice, the credit shall be rescinded. To reinstate the credit, the Customer must reapply.

Maintenance

Customers receiving credits must notify the Authority if a BMP becomes impaired, inoperable or is removed from the property within 10 business days of the event causing this condition. If a Customer fails to maintain a BMP such that, in the Authority's sole determination, it ceases to function in the same manner as which the credit was approved, the Authority may terminate the Customer's credit and require a new credit application to be submitted and approved.

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And Sewer Authority

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Credit Expiration

Credits based on runoff control shall expire after three (3) years. Customers may reapply to the Authority to receive a credit under this schedule.

Credit Transfer

Credits for runoff control approved under this section are not transferrable upon any sale or transfer of the property. A new credit application will be required for any Customer seeking this credit.

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Section C - Returned Check Charge

A charge of \$20.00 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 or wastewater tariff.

Section D - Reserved

Section E - Reserved

Section F - Reserved

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

Pennsylvania law allows municipalities and their authorized utility Pennsylvania law provides that municipalities and their authorized utility service providers may collect an overdue bill or debt by filing a lien on the property with the County. This lien is then collected at the sale or disposition of the property. As a public utility, the Pittsburgh Water and Sewer Authority must follow the credit and collection regulations of the Pennsylvania Public Utility Commission. Its use of liens as a collections tool is not pursuant to these credit and collection regulations. Any account with past due charges may be sent a reminder notice which shall contain notification that unpaid water, wastewater and/or stormwater charges are a lien against the property. The Pittsburgh Water and Sewer Authority may file the lien on a property where a delinquent balance accumulated.

Once filed with the Department of Court Records for Allegheny County, a lien (together with interest and fees) must be paid prior to the sale or refinancing of the property by the owner. A lien may be enforced through the forced sale of the property where the debt was accrued. The Authority's Supplemental Service Conditions available at www.pgh2o.com provides more detailed information about liens.

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Section H - Miscellaneous Charges, Fees, and Penalties (includes processing fees, permits, and connection fees)

The Authority will not charge customers for access to data in the possession of the Authority that would be required for the Authority to respond to a customer dispute or complaint.

1. Processing Fees

<u>Item</u>	<u>Charge or Fee*</u>
Certified mailing	\$20.00
History retrieval	\$10.00
Final bill	\$20.00
Map and Record Requests	\$40.00
Easement Recording	\$3,700.00
Inspection Fee	\$120 for first 2 hours + \$60 per hour after 2 hours

*Assessed per account.

Dye Test Application Processing Fees

Evidence of Compliance Statement	\$20.00
Temporary Evidence of Compliance Statement	\$30.00
Duplicate Evidence of Compliance Statement	\$20.00

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2. Penalties

Illegal Connection - \$60.00
Residential

Illegal Connection - \$110.00
Commercial

3. Failure to Cleanup and Remedy Prohibited Discharges Charge:

Failure of the owner of any property and/or Customer to satisfactorily cleanup and remedy any prohibited discharge by act or omission, willfully, recklessly or negligently within twenty-four (24) hours, will result in a penalty of three hundred dollars (\$300), plus an additional three hundred dollars (\$300) for each day thereafter of non-compliance. The owner and/or Customer shall additionally be responsible for payment of the remedial cleanup costs, as well as any costs to or damages or losses suffered by the Authority as a result of any interference in operation of the Authority's systems.

The Authority reserves the right to compel the discontinuance of the use of any system in order to prevent the discharge of any wastes into the storm water or combined sewer system which may be deemed harmful to the storm water or combined sewer system, or to have an adverse effect on effluent or discharge requirements by the applicable regulatory agencies.

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4. Activities Related to Permits/Approvals Issued by PWSA

a. Development Permits - required for constructing or renovating a structure larger than a single-family home including single-family homes with a fire service line or multi-family homes

<u>Activity</u>	<u>Fee</u>
Developer Fee - Water and Sewer Availability Letter	\$40.00
Tap-in Plan Review	\$420.00
Tap-In Plan Review - Expedited*	\$740.00
Developer Permit Revisions Review	\$140.00
Developer Permit Revisions Review - Expedited*	\$250.00
Private Construction of Public Facilities Plan Review	\$680.00
Private Construction of Public Facilities Plan Review - Expedited*	\$1,190.00

*Expedited = guaranteed review within 15 business days

b. Residential Permit - for new water and/or sewer taps or reconnecting to existing water and/or sewer service

<u>Activity</u>	<u>Fee</u>
Residential Permit	\$40.00

c. Other Permits (for any customer wanting to schedule an operation of a PWSA facility such as a fire hydrant or waterline shut)

<u>Activity</u>	<u>Fee</u>
Termination Only Permit	\$250.00

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d. Land Operations Permits (may be required for construction project, administered by City of Pittsburgh but requires review by PWSA before permit will be issued)

<u>Activity</u>	<u>Fee</u>
Review of City Land Operation Permit	\$80.00

e. City of Pittsburgh Department of Mobility and Infrastructure (DOMI) Approvals (PWSA required to submit approval letter if affected)

<u>Activity</u>	<u>Fee</u>
Review of City Street Vacation Permits	\$100.00
Review of City Encroachment Permits	\$100.00

Section I - Reserved for Future Use

Customers enrolling in paperless billing and establishing automatic bill payments for the first time will receive a one-time credit of \$5.00. For customers receiving water, wastewater, and/or storm water service from PWSA, this credit will only be applied once per PWSA account.

Section J - New Automatic Payment Enrollment Credit

Customers enrolling in paperless billing and establishing automatic bill payments for the first time will receive a one-time credit of \$5.00. For customers receiving water, wastewater, and/or stormwater service from PWSA, this credit will only be applied once per PWSA account

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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 every two years.

3. Rate (Storm Water Service Charge): The Storm Water Service Charge for residential customers pursuant to Rider BDP for participants with income at or below 150% of the Federal Poverty Level will pay 15% of the applicable Storm Water Service Charge under Part I, Section A.1 (which represents an 85% discount off the service charge). Any other rates, fees and charges will be at the prevailing amounts under this tariff.

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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 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. Best Management Practices or BMPs: Activities, facilities, designs, measures, practices, procedures, or combination

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- thereof determined to be the most effective and practicable used to manage storm water runoff, control sediment, stabilize soil, reduce nonpoint source pollution and/or meet state water quality requirements. Refer to Pennsylvania Department of Environmental Protection's suggested guidelines for storm water quality as defined in the current edition of the Pennsylvania Stormwater Best Management Practices Manual.
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.
 13. Customer: Person or entity that is responsible for payment of storm water service charges. Customers are classified as either residential or non-residential. The property owner or, in the case of non-residential property, a Guaranteed Lessee are the Customer.
 14. Customer Facilities: The portion of any collection and/or conveyance asset connected to the Authority's facilities from a property which is owned and maintained by one or more Customers or property owners.
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15. Design Storm: The magnitude and temporal distribution of precipitation from a storm event measured in probability of occurrence and duration, used in the design and evaluation of storm water facilities, best management practices, conveyance systems, and controls.
 16. Developed Property: A parcel altered from a natural state that contains an impervious area from manmade changes including but not limited to, buildings, structures, gravel, and pavement equal to or greater than 400 square feet.
 17. Developer: Any person(s) requesting an extension to provide service to an existing property or group of properties where service is to be provided to a property or structure other than a preexisting residential property or structure. This term also includes any person converting undeveloped property into developed property.
 18. Direct Connection: Customer facilities that discharge storm water into Authority facilities through any method other than sheet flow. Direct Connections include, but are not limited to, physical connections between Customer facilities and Authority facilities.
 19. 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.
 20. 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.
 21. 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.
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22. 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.
23. Equivalent Residential Unit (ERU): Unit of measurement that standardizes the amount of impervious area on a property to the typical amount of impervious area found on one residential parcel. The Authority equates 1 ERU to 1,650 square feet of impervious area.
24. 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.
25. Extension: An addition to the Authority's facilities to extend service within the Authority's service territory to accommodate more than one Customer.
26. Facilities or Authority Facilities: All plant and equipment of the Authority, including all tangible and intangible, real and personal property without limitation, and any and all means and instrumentalities in any manner owned, operated, leased, licensed, used, controlled, furnished, or supplied for, by, or in connection with, the business of the Authority. This term does not include Customer Facilities.
27. Facility Owner: The person(s) responsible for operation and maintenance of a facility.
28. Garbage: Discarded solid waste generated by human activity including, among other things, paper, plastics, metals and food matter.
29. Ground Water: Water located beneath the ground surface that emanates from sources other than the Authority's water or wastewater systems.
30. Guaranteed Lessee: A non-residential Tenant to whom a Property Owner has made an assignment of possessory rights by

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agreement, which renders the Tenant responsible for the payment of storm water charges.

31. Guarantor: A Property Owner who guarantees payment of storm water by a Guaranteed Lessee.
32. Health Department: The Allegheny County Health Department, Allegheny County, Pennsylvania.
33. 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.
34. Impervious Area or IA: A manmade surface resulting from parcel improvements which prevents or limits the infiltration of water into the ground including compacted or covered semi-pervious surfaces such as compacted earth or clay, gravel that is installed and maintained for vehicle travel or parking, most conventionally hardscaped surfaces such as: streets, driveways, roofs, sidewalks, parking lots, walkways, patio areas, attached and detached structures, and other similar surfaces.
35. Infiltration: Process by which rainfall and runoff enters the subsurface soil and recharges water sources such as rivers, streams, lakes, and aquifers.
36. Inspection(s): Examination of storm water facilities, best management practices, conveyance systems, or control measures, including but not limited to, during application, installation/construction, and post-construction to ensure compliance with applicable Authority regulations and standards.
37. Interference: A discharge which, alone or in conjunction with a discharge from other sources, does the following:
 - a. Inhibits or disrupts the storm water treatment facilities, its treatment processes or operations or its biosolids processes, use or disposal; or

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- b. Is a cause of a violation of a requirement of the Authority's NPDES permit(s) - including an increase in the magnitude or duration of a violation - or of the prevention of biosolids use or disposal in compliance with the following statutory provisions and regulations or permits issued there under - or more stringent State or local regulations:
- i. Section 405 of the Clean Water Act (33 U.S.C.A. § 1345).
 - ii. The Solid Waste Disposal Act (SWDA) (42 U.S.C.A. §§ 6901 - 6987), including Title II, more commonly referred to as the Resource Conservation and Recovery Act of 1976 (RCRA).
 - iii. Regulations contained in the State's biosolids management plan prepared under Subtitle D of the SWDA, the Clean Air Act (42 U.S.C.A. §§ 7401 - 7642), the Toxic Substances Control Act (15 U.S.C.A. §§ 2601 - 2629) and the Marine Protection, Research, and Sanctuaries Act of 1972 (16 U.S.C.A. §§ 1431 - 1434; 33 U.S.C.A. §§ 1401, 1402, 1411 - 1421 and 1441 - 1445).
30. Land Survey: A land survey completed by a Pennsylvania-registered land surveyor that shows a property's gross area, impervious area and types of surface materials, as appropriate, and any other information required by the Authority.
31. Lateral, Customer Lateral or Sewer Lateral: Wastewater or storm water 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.
32. 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.
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33. 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.
 34. 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.
 35. Municipal Separate Storm Sewer System or MS4: Municipally owned and maintained real property, infrastructure or natural features used and/or constructed for purposes of transporting, conveying, retaining, detaining, or discharging storm water runoff, fully separate of any wastewater collection system, subject to NPDES permitting requirements. See also Title 40 of the Code of Federal Regulations (CFR) 122.26 and CFR 122.30-122.37.
 36. Non-residential Property: Any property which is not considered residential property.
 37. Non-residential Service: Storm Water service supplied to any property that is not considered residential property.
 38. National Pollutant Discharge Elimination System or NPDES Permit: National Pollutant Discharge Elimination System permit or equivalent document or requirement issued by the Environment Protection Agency, or if appropriate, by the Pennsylvania Department of Environmental Protection, to regulate the discharge of pollutants under Section 402 of the Clean Water Act (33 U.S.C.A. § 1342).
 39. Nuisance: A public nuisance as known in common law or in equity jurisprudence; whatever is dangerous to human life or detrimental to health or the environment.
 40. 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.
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41. 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, wastewater conveyance, or storm water service by the Authority.
42. 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.
43. 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.
44. Pollutants: Contaminants typically found in storm water runoff collected from overland flow or by contamination including, but not limited to, sediments, hydrocarbons, trash, nutrients, and metals.
45. Point of Service: The point at which storm water runoff originating from one or more properties enters the Authority's facilities. Such entry may be at an approved direct connection or other Authority storm water collection inlets or retention structures.
46. Private Collection Main: Any Main that is not an Authority Collection Main.
47. Private Storm Water Sewers or Private Storm Sewers: Any Storm Water Sewer that is not an Authority Storm Water Sewer.
48. Premises: Unless otherwise indicated, the Customer's property.
49. Property: Any parcel of land owned in fee simple absolute, including any home(s), condominium(s), homeowner's association or building(s) affixed thereto, which is delineated by the description contained on the recorded deed,
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and which may be further delineated by any public roads. Each property is either a developed property or an undeveloped property.

50. Property 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 property that is provided Storm Water service by the Authority.
51. Registered Plumber: A plumber registered and certified by the Commonwealth of Pennsylvania and the Allegheny County Health Department.
52. 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.
53. Residential Customer: See definition of *Residential Property*.
54. Residential Property: Property used exclusively for residential purposes with at least one and no more than four dwelling units and which cannot be classified as condominium property. Each residential property is considered to be a residential customer.
55. Residential Service: Storm water service supplied to a residential property.
56. Residential Tenant: A Person who leases a Dwelling Unit in a Residential Property pursuant to a current lease agreement.
57. Regulatory Agency: Agencies, including but not limited to the Pennsylvania Public Utility Commission (PUC), the Pennsylvania Department of Environmental Protection (DEP), U.S. Environmental Protection Agency (EPA), and the river basin commissions, which have authority over the operations and/or discharges into and/or from the Authority's Storm Water system. This term also includes any local, state or federal government agency with jurisdiction over a property.
58. Runoff: Any water flow, resulting from either naturally occurring precipitation, snowmelt or human activity, that
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does not immediately infiltrate into the ground and travels along the ground surface potentially picking up pollutants until it has infiltrated, collected or reaches a receiving water body.

59. 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.
60. Service, Storm Water Service, or Storm Water Management Service: Operation, maintenance, monitoring, regulation, or improvement of overland or underground infrastructure that conveys, supports, or provides relief to associated infrastructure that provides conveyance of storm water, whether that infrastructure also conveys wastewater or not.
61. Service Territory: The land area where the Authority has the exclusive right to provide storm water service.
62. 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.
63. Sewer System: The entire system consisting of the Authority Collection Mains and the Authority Storm Water Sewers.
64. Special Utility Service: Residential or business service which exceeds that required for ordinary residential purposes.
65. Sheet Flow: Runoff which flows over the ground surface as a thin layer, not concentrated in a channel.
66. Storm Water: Drainage or runoff resulting from precipitation or snow or ice melt.
67. Storm Water Collection System or Storm Water Sewers: A separate network of gutters, ditches, swales, pipes and

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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.

68. Storm Water Credit: A conditional reduction to the storm water management service charge available to a Customer for implementing certain eligible property conditions or controls that reduce the property's demand for service.
69. Storm Water Management Facility or SWM Facility: Any structure, natural or man-made, that, due to its condition, design, or construction, conveys, stores, infiltrates, evaporates, transpires, cleans, or otherwise affects storm water runoff.
70. Street: Any cart way, road, highway, lane, avenue, court, cul-de-sac, alley public way or public square, including but not limited to streets that are dedicated to public use.
71. Surface Discharge: The discharge of Storm Water runoff from a property to an adjacent surface water body without the use of Authority infrastructure.
72. Storm Water Management Service Charge or SMSC: The service charge imposed by the Authority hereunder, as amended from time to time, against each Customer for the use of the storm water system and other storm water services provided by the Authority.
73. Tariff: All service rates, charges, rules and regulations issued by the Authority, together with any supplements or revisions thereto, officially approved by the Commission and contained in this document.
74. Temporary Evidence of Compliance Statement: An Evidence of Compliance Statement issued under those circumstances and conditions detailed in these Rules and Regulations.
75. Tenant: A Person or entity leasing Premises pursuant to a current lease agreement.
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76. Protected-Tenant: A Residential Tenant, not a Customer, whose Dwelling Unit and 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.
77. Undeveloped Property: Any property that is not considered developed property.
78. Vacancy Affidavit: 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.
79. Wastes: Any liquid, gaseous, or solid substances or combination thereof which are discarded, leached, or spilled substances or combination thereof including wastewater but excluding unpolluted, storm and ground waters.
80. Wastewater: Liquid waste discharged into the Sewer System by Dwelling Units or Non-Residential Properties, including wash water, Sewage, and other contaminants.

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PART III: RULES AND REGULATIONS

Section A - Storm Water Service

All properties within the Authority's storm water service territory shall be subject to the rules and regulations described herein.

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 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: Customers shall be responsible for storm water service charges until the Authority obtains evidence of a recorded land transfer, or upon any change in the identity of 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.
 - a. Date of eligibility to Assume Ownership: The Owner of a Dwelling Unit becomes 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

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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 when the Authority obtains evidence of a recorded land 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 storm water 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

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- iv. where violations of the Health Department Plumbing Code exist, certification by a Registered Plumber that necessary corrections 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. 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.
- 6. Properties With Multiple Owners: Where a property has more than one owner, all property owners jointly and severally shall be responsible for payment of Authority charges. The Authority will not issue separate bills, divide applicable charges or take any other action to modify its standard policies and practices for such properties.

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

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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.
 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 service 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.®
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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 connections 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.
7. 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 but not limited to BMPs pending credit approval, approved BMPs, for disconnecting service for any proper cause, for purposes of replacement, maintenance, operation or repair thereof, or for the purpose of examining and inspecting

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any aspect of the premises that contributed runoff to the Authority's facilities.

Section C - Discontinuance of Service

1. Customer Responsibilities: Customers will remain responsible for paying all future charges for storm water service to the Property until such time as there is acceptance of a new Customer for the Property by the Authority.
2. Termination of Free Service Under Certain Contracts and Other Instruments: Notwithstanding any contract provision contained in any deed, grant, contract, franchise, permit, consent or other instrument (other than an instrument expressly set forth in and constituting a part of this tariff) made, executed or delivered between the Authority or any predecessor in interest and a Customer of the Authority or any predecessor in interest:
 - a. Every Customer who receives services under this tariff shall pay for such services as provided in the applicable schedule of rates set forth herein and subject to the rules and regulations of the Authority.
 - b. No credit, off-set or other allowance shall be allowed by the Authority against any bill for storm water service on account of the making, execution, or delivery of, or pursuant to any provisions of, any such instrument.

Section D - Reserved For Future Use

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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. Failure to receive a bill shall not relieve the Customer from their payment obligation. Pending credit applications shall not relieve the Customer from their payment obligation. 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 0.83 percent per billing period, not to exceed ten percent (10%) per year when not paid as prescribed in paragraph E.2 of this Section. Such charge shall be calculated every thirty (30) days thereafter only on the overdue portion of the bill excluding previous late charges.
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 customers receiving any combination of water, wastewater, and storm water services, any partial remittance will be applied in the following order: water, wastewater and storm water charges.

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6. Return Check Charges: The Customer will be responsible for the payment of a charge for each time a check or automatic transfer of funds 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.

9. ERU Adjustments: The determination of the number of ERUs or tier applicable to a customer may be adjusted from time to time as more accurate information is obtained or the condition of the property is altered, consistent with the following:
 - a. If an ERU adjustment will increase a Customer's bill, the following shall apply:
 - i. For ERU adjustments occurring outside of a base rate case filed with the Commission, the Authority will provide written notice to the Customer at least sixty (60) days in advance of the effective date of the ERU adjustment.

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- ii. For ERU adjustments occurring concurrent with a base rate case filed with the Commission, the Authority will include information regarding the ERU adjustment in its written notice to the Customer. The Authority may delay the effective date of the ERU adjustment until the conclusion of the base rate case.
 - b. If an ERU adjustment will decrease a Customer's bill, the following shall apply:
 - i. The effective date of the ERU adjustment shall be the date the Authority received or collected the ERU data that resulted in the ERU adjustment.
 - ii. Any amounts received by the Authority in excess of the amount determined to be due by the Authority shall be provided as a credit to the Customer's account. If the excess amount is greater than the Customer's next bill, the Authority shall refund the difference between the excess amount and the Customer's next bill upon request by a Customer.
- 10. Limitation of Liability for Reliance on ERU Data: The Authority will undertake to use reasonable care and diligence to ensure ERU data is accurate but cannot and does not guarantee the accuracy of ERU data. The Authority's liability to a Customer for any loss or damage from reliance on ERU data shall be limited to an amount no more than amounts received by the utility in excess of the amount determined to be due by the Authority's investigation of the dispute.

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Section F - Reserved

Section G - Reserved

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 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 storm water 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 storm water service, but cannot and does not guarantee that such will not occur. The Authority shall not be considered in any manner an insurer of property or persons against loss or damage by storm water, or otherwise. The Authority shall not be liable in any action where the loss or damage involves an act of God, force majeure or does not involve a duty of the Authority.

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 property owner or customer-owned facilities including pipes, joints, fixtures or other installations except

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where the expense or damage is a result of the negligence or willful misconduct of the Authority, its employees or agents.

The maintenance, repair and replacement of privately-owned facilities is the responsibility of the property owner or the Customer served by such facilities.

The Authority reserves the right to require the property owner or the Customer served by privately-owned facilities to repair or replace such facilities, or enter into a main extension agreement, at the property owner or Customer's option, if such facilities are in disrepair, can no longer be used for whatever reason or are determined by the Authority or a court of competent jurisdiction to be a nuisance. The property owner or Customer must perform such repair or replacement at the property owner or Customer's own expense. The property owner or Customer must perform such repair or enter into a main extension agreement immediately after receiving notice from the Authority that the privately-owned facilities are a nuisance or within ten days after receiving notice from the Authority that the privately-owned facilities are in disrepair or can no longer be used.

The Authority reserves the right to prevent or limit a Customer's use of Authority facilities after legal notice of such required action is not taken within the time indicated above.

3. Inadequate Facilities

The Authority may decline to provide service to an applicant if it does not possess adequate existing facilities required to render the service desired or if such service is of a character that is likely to have a detrimental effect upon service to other customers.

4. Interference with Authority Facilities

No person shall physically alter Authority facilities without the Authority's consent.

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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 Commission regulations 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.

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2. No Person shall discharge or permit the discharge or infiltration of any of the following substances into any Authority storm drain or 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;
 - 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;

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- f. garbage, whether ground or not;
 - 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;
 - 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;
 - 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 Sections L.1 or L.2

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above. Any Person who is found to have violated any of these tariff 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, in addition to any other remedies at law. 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

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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, 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 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.

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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 <https://www.pgh2o.com/residential-commercial-customers/buying-or-selling-property/dye-testing> 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.

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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 - Reserved

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

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- 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.
 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

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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 G.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

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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 I of this Part.

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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.

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PART V: 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 and accepted by the Authority 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.

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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.
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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

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- 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 F.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.

Appendix L

**Joint Petition for Settlement
PWSA Rate Case R-2021-3024773,
*et al.***

NOTICE OF PROPOSED RATE CHANGES

To Our Customers:

The Pittsburgh Water and Sewer Authority (PWSA) has filed a request with the Pennsylvania Public Utility Commission (PUC) on April 13, 2021 to increase your water and wastewater conveyance rates and establish a new stormwater fee. This notice provides more information about the stormwater fee and describes the Authority's rate request, the PUC's role, and what actions you can take.

If the Authority's entire request is approved as filed, the total bill for water, wastewater conveyance, and stormwater service for a typical Residential customer using 3,000 gallons per month and charged the base rate for stormwater services would increase from \$79.34 to \$87.19 per month or by 9.89% in 2022 and increase from \$87.19 to \$91.05 or by 4.43% in 2023. **The bill impacts in this Notice do not include ALCOSAN⁺ charges for wastewater treatment.**

*ALCOSAN is the Allegheny County Sanitary Authority, located along the Ohio River, responsible for sewage treatment in Allegheny County. They are a separate entity responsible for setting their own rates. PWSA bills and collects on their behalf.

STORMWATER FEE

The stormwater fee is included in the totals above and is based on the amount of impervious surface on a property. Impervious surface is the hard surface on a property such as roofs, sidewalks, and parking areas that does not absorb stormwater. These hard surfaces generate stormwater runoff that collect trash and send polluted water into local waterways. It can also overwhelm our sewer system causing streets to flood, basements to backup, and sewage to overflow into rivers and streams.

In Pittsburgh, the average amount of impervious surface on a property is approximately 1,650 square feet. This is equal to one equivalent residential unit (ERU) of impervious surface, which is the unit of measure for calculating the stormwater fee and is accepted as the industry standard for determining a stormwater fee. If approved, the stormwater fee will be applied to all residential and non-residential properties in Pittsburgh in the following way:

Stormwater Monthly Fees	ERUs	2022	2023
Residential Tier 1 (>=400 to <1,015 sf)	.5	\$2.99	\$3.98
Residential Tier 2 (>=1,015 to <2,710 sf)	1	\$5.96	\$7.95
Residential Tier 3 (>=2,710 sf)	2	\$11.93	\$15.90
Non-Residential	Per ERU	\$5.96	\$7.95

RATE REQUEST

PWSA has requested a total rate increase of 17.1% to be recovered through an 11.7% rate increase, or \$22.0 million, beginning in 2022 and a 5.4% rate increase or \$10.2 million in 2023 for its water and wastewater conveyance operations and stormwater management.

For a typical Residential customer using 3,000 gallons per month with a 5/8-inch meter and generating stormwater from one ERU, the total bill would increase from \$79.34 to \$87.19 per month or by 9.89% in 2022, and from \$87.19 to \$91.05 per month or by 4.43% in 2023, as shown in the table below:

Residential	Current Rates	2022 Rates	2023 Rates
Water	54.36	58.09	61.79
Wastewater Conveyance	24.98	23.14	21.30
Stormwater	N/A	5.96	7.95
Total	79.34	87.19	91.05

For a typical Residential customer enrolled in PWSA's Bill Discount Program using 3,000 gallons per month with a 5/8-inch meter and a reduced stormwater fee, the total bill would increase from \$41.77 to \$45.34 per month or by 8.54% in 2022, and from \$45.34 to \$47.90 per month or by 5.64% in 2023, as shown in the table below:

Residential Bill Discount	Current Rates	2022 Rates	2023 Rates
Water	25.73	29.17	32.59
Wastewater Conveyance	16.04	14.68	13.31
Stormwater	N/A	1.49	1.99
Total	41.77	45.34	47.90

For a typical Commercial customer using 13,000 gallons per month with a 1-inch meter and generating stormwater runoff from 8 ERU's, the total bill would increase from \$294.27 to \$351.21 per month or by 19.35% in 2022, and from \$351.21 to \$376.31 per month or by 7.15% in 2023, as shown in the table below:

Commercial	Current Rates	2022 Rates	2023 Rates
Water	194.69	216.48	238.18
Wastewater Conveyance	99.58	87.06	74.53
Stormwater	N/A	47.68	63.60
Total	294.27	351.21	376.31

For an Industrial customer using 680,000 gallons per month with a 4-inch meter and generating stormwater runoff from 30 ERU's, the total bill would increase from \$12,267.35 to \$13,079.05 per month or by 6.62% in 2022, and from \$13,079.05 to \$13,758.83 per month or by 5.20% in 2023, as shown in the table below:

Industrial	Current Rates	2022 Rates	2023 Rates
Water	7,742.05	8,768.38	9,788.30
Wastewater Conveyance	4,525.30	4,131.87	3,732.03
Stormwater	N/A	178.80	238.50
Total	12,267.35	13,079.05	13,758.83

For a Health and Education customer using 50,000 gallons per month with a 2-inch meter and generating stormwater runoff from 32 ERU's, the total bill would increase from \$1,276.07 to \$1,459.07 per month or by 14.34% in 2022, and from \$1,459.07 to \$1,514.67 per month or by 3.81% in 2023, as shown in the table below:

Health/Education	Current Rates	2022 Rates	2023 Rates
Water	833.40	900.76	968.13
Wastewater Conveyance	442.67	367.58	292.14
Stormwater	N/A	190.72	254.40
Total	1,276.07	1,459.07	1,514.67

PWSA's rate request is scheduled to go into effect on June 12, 2021; however, in most cases, the PUC suspends the increase for up to an additional seven (7) months.

Since 2017, PWSA has invested approximately \$328 million in capital improvements including necessary upgrades to water and sewer facilities, storage tanks, and pumping stations. In 2021, a total of approximately \$233 million is budgeted for much needed upgrades to critical water and sewer infrastructure. This investment will improve drinking water quality, improve system reliability, and meet all regulatory standards.

PWSA has been focusing on improved stormwater management for several years. Currently, several initiatives are underway that will establish a comprehensive approach to managing stormwater. This includes developing a stormwater master plan, updating city codes and ordinances, and constructing innovative stormwater solutions across the city.

After deliberate analysis and input from stakeholders, the stormwater fee, if approved, would begin to address the wet weather challenges experienced in Pittsburgh. It would provide a dedicated funding source to improve stormwater management, build innovative stormwater infrastructure, reduce sewer overflows, and lessen the amount of pollution entering our rivers and streams.

A stormwater fee based on impervious surface is a more equitable way to charge for stormwater. Our rates are currently based on water usage, which does not consider the amount of runoff generated by a property. Using impervious surface as the standard unit of measure, will ensure that each parcel within the city of Pittsburgh is contributing a proportional share to help address our most pressing wet weather challenges.

To find out your customer class or how the requested increase may affect your water and wastewater conveyance bill, contact PWSA at 412-255-2423. The rates requested by the Authority may be found in the Tariff Water – PA. P.U.C. No.1 Supp. No. 7, Tariff Wastewater – PA. P.U.C. No.1 Supp. No. 6, and Tariff Stormwater – PA. P.U.C. No. 1. You may also examine the material filed with the PUC, which explains the requested increase and the reasons for it. A copy of these documents is kept at PWSA's office. Upon request, the Authority will send you the Statement of Reasons for these Tariffs, explaining why the rate increase has been requested.

PUC ROLE

The state agency which now approves rates for PWSA is the PUC. The PUC will examine the requested rate increase and can prevent existing rates from changing until it investigates and/or holds hearings on the request. The Authority must prove that the requested rates are reasonable. After examining the evidence, the PUC may grant all, some, or none of the request or may reduce existing rates.

The PUC may change the amount of the rate increase or decrease requested by the utility for each customer class. As a result, the rate charged to you may be different than the rate requested by the utility as shown above.

ACTIONS YOU CAN TAKE

There are three ways to support or challenge PWSA's request to change its rates:

1. You can be a witness at a public input hearing. Public input hearings are held if the PUC opens an investigation of the utility's rate increase request and if there is a large number of customers interested in the case. At these hearings, you have the opportunity to present your views in person to the PUC judge hearing the case and to the PWSA representatives. All testimony given "under oath" becomes part of the official rate case record. These hearings are held in the service area of the utility.
2. You can send the PUC a letter telling why you support or object to the requested rate increase. At times there is information in these letters that makes the PUC aware of successes or problems with the utility's service or management. This information can be helpful when the PUC investigates the rate request.
3. You can file a formal complaint. If you want a hearing before a judge, you must file a formal complaint. By filing a formal complaint, you assure yourself the opportunity to take part in hearings about the rate increase request. All complaints should be filed with the PUC before June 12, 2021. If no formal complaints are filed, the Commission may grant all, some, or none of the request without holding a hearing before a judge. Send your letter or request for a formal complaint form to the Pennsylvania Public Utility Commission, Post Office Box 3265, Harrisburg, PA 17105-3265.

For more information, call the PUC's Bureau of Consumer Services at 1-800-692-7380. You may leave your name and address so you can be notified of any public input hearings that may be scheduled in this case. You may also contact the Pennsylvania Office of Consumer Advocate (OCA). The OCA represents the interests of consumers in cases before the PUC. You may contact the OCA with questions or requests for public input hearings at 1-800-684-6560 or by email at consumer@paoca.org.

The Pittsburgh Water and Sewer Authority
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