
John Kerr Musgrave, IV,
v.
The Pittsburgh Water and
Sewer Authority

Docket No.C-2020-3020714

Call In Evidentiary Hearing

Pages 355 - 424

Judge's Chambers
301 5th Avenue
Suite 220
Pittsburgh, PA

INDEX TO EXHIBITS

Docket No. C-2020-3020714

Hearing Date: February 9, 2023

<u>NUMBER</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
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For the Complainant:

NONE OFFERED

For the Respondent:

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**PWSA's Answer with New Matter
to Formal Complaint
dated August 10, 2020**



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August 10, 2020

Via Electronic Filing

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

Re: John Kerr Musgrave, IV v. The Pittsburgh Water and Sewer Authority
Docket No. C-2020-3020714

Dear Secretary Chiavetta:

Enclosed for electronic filing please find The Pittsburgh Water and Sewer Authority's Answer with New Matter to the Complaint filed in the above-referenced matter. Copies to be served in accordance with the attached Certificate of Service.

Very truly yours,

/s/ *Shannon F. Barkley*

Shannon F. Barkley
Corporate Counsel for The Pittsburgh Water and Sewer Authority ("PWSA")

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that this day I served a copy of the foregoing Answer with New Matter upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

Via Email Only (due to the current pandemic emergency)

John Kerr Musgrave, IV
jmusky@earthlink.net

Date: August 10, 2020

/s/ *Shannon F. Barkley*

Shannon F. Barkley, Esquire
Attorney for
The Pittsburgh Water and Sewer Authority

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

John Kerr Musgrave, IV,	:	
Complainant	:	
	:	
v.	:	Docket No. C-2020-3020714
	:	
The Pittsburgh Water and Sewer Authority,	:	
Respondent	:	
	:	

NOTICE TO PLEAD

To: John Kerr Musgrave, IV
6059 Bunkerhill Street
Pittsburgh, PA 15206-1155

You are hereby notified that a reply to the **New Matter** in the enclosed Answer with New Matter of The Pittsburgh Water and Sewer Authority (“PWSA” or “Authority”) must be filed within 20 days of the date of service.

All pleadings, such as a reply to New Matter, must be filed with the Secretary of the Pennsylvania Public Utility Commission with a copy served to counsel for the Authority and where applicable, the Administrative Law Judge (“ALJ”) presiding over this proceeding.

File with:

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

With a copy to:

Shannon F. Barkley, Esquire
Pittsburgh Water and Sewer Authority
Penn Liberty Plaza I
Pittsburgh, PA 15122

Lauren M. Burge, Esquire
Eckert Seamans Cherin & Mellott, LLC
600 Grant Street, 44th Floor
Pittsburgh, PA 15219

Date: August 10, 2020

/s/ Shannon F. Barkley

Shannon F. Barkley, Esquire

Attorneys for
The Pittsburgh Water and Sewer Authority

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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Respondent	:	
	:	

**THE PITTSBURGH WATER AND SEWER AUTHORITY
ANSWER WITH NEW MATTER TO COMPLAINT**

Pursuant to 52 Pa. Code § 5.61, The Pittsburgh Water and Sewer Authority (“PWSA” or “Authority”) submits this Answer with New Matter to the Formal Complaint of John Kerr Musgrave IV (“Complainant”) served on July 8, 2020. Contemporaneously with the filing of this Answer, PWSA is filing Preliminary Objections seeking dismissal of the Formal Complaint. In support of this Answer, PWSA avers as follows:

INTRODUCTION

In his Formal Complaint, the Complainant is claiming that the water at the subject property does not contain adequate chlorine levels. The Complainant claims that there is not enough chlorine in the water, and it is affecting the safety of his water. Additionally, the Complainant requests that the PUC order PWSA to build a new water service line to the subject property because the current line breaks frequently. The Complainant does not believe that he or his neighbors should be required to pay for their own private water line repairs. He also states that there is no proof that the water line to the subject property is a private service line.

PWSA respectfully requests this case be dismissed in its entirety. As set forth more fully in PWSA’s Preliminary Objections, the Commission lacks jurisdiction to evaluate compliance with or to enforce water quality standards such as those regulating chlorine levels. Additionally,

the water lines at issue here are private customer-owned lines that are not part of PWSA's water distribution system. Mr. Musgrave lives on a private street and is served by a private party line that is shared with his neighbors. Due to this section of Bunkerhill Street's private classification, PWSA is not responsible for maintenance of or any necessary repairs to the private party line. As discussed in PWSA's Preliminary Objections, to the extent the Complainant is arguing that the line serving the subject property is a public water line, the Commission lacks jurisdiction to determine the public versus private nature of the lines in dispute.

Additionally, PWSA is providing adequate water service and facilities to the Complainant. PWSA has gone above and beyond to respond to repeated complaints from Mr. Musgrave. PWSA has tested water at the fire hydrant closest to 6059 Bunkerhill Street and at the start of the dead-end, private party line on numerous occasions and found it to be in compliance with applicable water quality standards.¹ PWSA's Engineering records indicate that the private party line servicing 6059 Bunkerhill Street is approximately two hundred twenty-four (224) feet long. PWSA is unable to control changes in the water quality once the water has departed from the public distribution system, entered the private party line, and traveled the two hundred twenty-four (224) feet to reach the property.

For the reasons discussed below and in PWSA's Preliminary Objections, the complaint must be dismissed in its entirety.

ANSWER

1. To the best of PWSA's knowledge and belief, the name and contact information for the Complainant is accurate. *Per* the Allegheny County Real Estate website, however, the

¹ See 25 Pa. Code § 109.710. Note that "Free chlorine" is the appropriate measure for PWSA water since PWSA's system uses chlorine and not chloramines.

Complainant is not the owner of the subject single-family property at 6059 Bunkerhill Street.² PWSA further avers that, *per* the Allegheny County Property Tax Assessment records, individuals believed to be the Complainant's parents, John K Musgrave, III and Judith Langhart, are the owners of record of the property and that his father who has the same name but with this designation of the III, who is believed to be deceased,³ is the customer of record for the subject property involved in this dispute.

2. It is admitted that the Formal Complaint is directed at PWSA. By way of further answer, PWSA is a municipal authority created in 1984 and is responsible for producing and supplying water along with maintaining and operating the water and sewer infrastructure in Pittsburgh. Effective April 1, 2018, PWSA became subject to the jurisdiction of the Commission as a regulated public utility. 66 Pa. C.S. §§ 3201-3209. PWSA's currently approved water and wastewater tariffs became effective on March 1, 2019 (see March 6, 2019 Secretarial Letters entered at Docket Numbers: R-2018-3002645 [water] and R-2018-3002647 [wastewater]).

3. It is admitted that PWSA provides water service to the subject property.

4. The allegations in Paragraph 4 of the Formal Complaint are admitted and denied consistent with the following:⁴

Bunkerhill Street Vacated

(a) On September 22, 1952, the City of Pittsburgh Department of Public Works, through legislative action of Pittsburgh City Council, passed Ordinance #339, which vacated Bunkerhill Street from Heberton Street to Sheridan Avenue. The section of Bunkerhill Street, that was vacated by the City and made into a private street includes the section that contains 6059 Bunkerhill Street.

² See Allegheny County tax records for 6059 Bunkerhill Street, Pittsburgh (Parcel ID:-0000-00), which are available at: <http://www2.alleghenycounty.us/RealEstate/search.aspx>.

³ See on-line obituary at: <https://www.legacy.com/obituaries/triblive-pittsburgh-tribune-review/obituary.aspx?n=john-k-musgrave&pid=182186119&fhid=9799>

⁴ This Complaint was submitted on the Commission's Formal Complaint form. The allegations within each numbered paragraph of that the Formal Complaint are not styled in numbered paragraphs. PWSA is answering the allegations within the numbered paragraphs under separate headings for ease of reference.

Reported Leak

- (b) On January 24, 2018, Mr. Musgrave contacted Emergency Dispatch to report that water was leaking into the subject property at 6059 Bunkerhill Street.
- (c) On February 8, 2018, PWSA determined that the reported leak was located on the private line serving Bunkerhill Street, a private street.

Request for Installation of Individual Water Lines

- (d) On February 13, 2018, PWSA's Director of Field Operations met with the property owners, including the Mr. Musgrave, who had water service *via* a private water main. Three of the customers present wanted to install individual water lines from their properties to 6041 Bunkerhill Street, where PWSA would install a section of service line for each customer from the end of the PWSA water main to their curb line. The owner of 6041 Bunkerhill Street would not allow the owners of 6053, 6055, or 6059 to install meter crocks on his property. PWSA determined that there was otherwise not enough room on Bunkerhill Street to install meter crocks. It was also determined that PWSA's water main cannot be extended, due to the extension having to take place on private property.
- (e) As of March 14, 2018, the properties at 6041, 6045, and 6049 Bunkerhill Street separated themselves from the private party line. These property owners installed new water service lines from their homes to the public right of way, and PWSA then installed three new service lines from the PWSA water main to the owners' water service lines and made the connection. The property owners of 6041, 6045, and 6049 Bunkerhill Street had private plumbers dig and disconnect the three homes from the private party line. PWSA offered to install three (3) new water services to the property line, the same as it had done for the three (3) other customers on the private section of Bunkerhill Street, at 6041, 6045, and 6049 Bunkerhill Street. The installation of the three (3) new water services would entail installing a new water main to the area of fire hydrant B1446, which is at the end of the public right-of-way. PWSA offered this as the property owners of 6053, 6055, and 6059 Bunkerhill Street did not separate from the private party line, as the other residents of the private section of Bunkerhill Street have already done.

Complainant Concerned with Chlorine Levels/Chlorine Levels Tested

- (f) On June 7, 2019, Mr. Musgrave contacted PWSA with concerns about low chlorine level results obtained from his own sampling using a color wheel testing method. On June 10, 2019, in response to this complaint, PWSA measured chlorine levels at the fire hydrant located at the end of the public right-of-way and closest to the start of the private party line. Measurements were taken both before and after flushing the hydrant and chlorine levels were found to meet applicable water quality standards.
- (g) On June 11, 2019, PWSA entered 6059 Bunkerhill Street and obtained chlorine level results from water sampling obtained from the basement. PWSA tested the water following a three-minute flush and following a six-minute flush, and the on-site test results for each

sample met applicable water quality standards. Additionally, PWSA tested a sample in its Water Quality Laboratory, which also met applicable standards.

- (h) On June 17, 2019, PWSA conducted sampling on the two closest fire hydrants to 6059 Bunkerhill Street, and both samples indicated adequate chlorine levels.
- (i) On July 1, 2019, Mr. Musgrave contacted PWSA with concerns about low chlorine levels obtained from his own sampling using a color wheel testing method. In response to this complaint, PWSA flushed the hydrant closest to the start of the dead-end private party line.
- (j) On July 3, 2019, Mr. Musgrave contacted PWSA with concerns about low chlorine levels obtained from his own sampling using a color wheel testing method. In response to this complaint, PWSA again flushed the hydrant closest to the start of the dead-end private party line.
- (k) On July 5, 2019, Mr. Musgrave contacted PWSA's Emergency Dispatch Department to request that PWSA deliver bottled water to his property until PWSA can provide quality water service, or he said that he would start deducting his cost of purchasing bottled water from his PWSA water bill. Mr. Musgrave requested that a supervisor contact him back., The dispatcher emailed Mr. Musgrave's information to the Water Quality Data Manager.
- (l) On July 8, 2019, PWSA again conducted sampling on the two fire hydrants closest to 6059 Bunkerhill Street and both samples indicated adequate chlorine levels.
- (m) On July 10, 2019, Mr. Musgrave contacted PWSA with concerns about low chlorine levels obtained from his own sampling using a color wheel testing method. Once again, in response to this complaint and at the Complainant's request, PWSA tested the hydrants closest to the start of the private party line. The results met the applicable water quality standards. At the Complainant's request, the PWSA flushed hydrant and re-tested, again showing results meeting the applicable standards.
- (n) On July 11, 2019, Mr. Musgrave, again, contacted PWSA with concerns about low chlorine levels obtained from his own sampling using a color wheel testing method. Mr. Musgrave continued to express concern with bacteriological issues, the cost associated with purchasing bottled water, and he also challenged his responsibility for the private party water line. A representative from PWSA explained to Mr. Musgrave that the levels that he is obtaining through his own sampling are being taken in the morning with stagnated water from the private party line and it does not represent the chlorine levels at the time that the water left PWSA's main. This is due to length (approximate 224 feet long) and the size of the 2-inch private water main. The representative further explained that, based on the diameter and the length of the private party line, the water should be flushed for approximately 10 minutes or 20 gallons, assuming that flushing is occurring at two gallons per minute, before water from the main would reach the property.
- (o) On July 12, 2019, PWSA again conducted sampling on the two fire hydrants closest to 6059 Bunkerhill Street in response to Mr. Musgrave's complaint.

- (p) On July 16, 2019, Mr. Musgrave, yet again, contacted PWSA with concerns about low chlorine levels obtained from his own sampling using a color wheel testing method. A representative from PWSA encouraged Mr. Musgrave to contact the PUC regarding his complaint. Mr. Musgrave subsequently filed an Informal Complaint.
- (q) On July 18, 2019, Mr. Musgrave contacted PWSA's Emergency Dispatch department with concerns about low chlorine levels obtained from his own sampling using a color wheel testing method. A representative from PWSA contacted Mr. Musgrave and advised that PWSA had submitted a response to the informal complaint filed with the PUC and encouraged Mr. Musgrave to contact the PUC regarding his complaint.
- (r) On July 18, 2019, Mr. Musgrave contacted PWSA with concerns about low chlorine levels obtained from his own sampling using a color wheel testing method. A representative from PWSA advised Mr. Musgrave to contact the PUC regarding his complaint instead of PWSA due to the status of the PUC's investigation.
- (s) On August 22, 2019, Mr. Musgrave contacted PWSA's Emergency Dispatch Department with concerns about low chlorine levels obtained from his own sampling using a color wheel testing method. A representative from PWSA advised Mr. Musgrave to contact the PUC regarding his complaint instead of PWSA due to the status of the PUC's investigation.

Account Details After BCS Contact

- (t) On October 25, 2019, Mr. Musgrave contacted PWSA with concerns about low chlorine levels obtained from his own sampling using a color wheel testing method. A representative from PWSA explained that the reported results are in compliance with the applicable water quality standards.
- (u) PWSA sampled and flushed two hydrants closest to 6059 Bunkerhill Street on a weekly basis to address the Complainant's concerns. Multiple water samples obtained at the hydrant have shown chlorine levels in compliance with applicable water quality standards. These results have been shared with the Pennsylvania Department of Environmental Protection (DEP). In response to the customer's complaints, PWSA installed an auto-flusher on the hydrant at the end of the water main on July 20, 2020.
- (v) A break on the party service line to 6053, 6055, and 6059 Bunkerhill Street occurred on July 27, 2020. The affected residents hired a plumber to repair their party service line. On July 30, 2020, Mr. Musgrave informed PWSA that the plumber determined that the service line was in such disrepair that it needs to be abandoned. He reported that all three homes were out of water.
- (w) Despite the fact that this was a failure of a private service line, in the evening of July 30, 2020, a PWSA Plumber removed the auto-flusher and installed a hose bib set on the hydrant.

Additional Responses By PWSA

- (x) No response is required to the legal conclusions in the Formal Complaint.
- (y) After reasonable investigation, PWSA does not have sufficient information to form a belief as to the truth of the remaining factual allegations in the Formal Complaint. Such allegations are, therefore, denied. Strict proof of said allegations is demanded at the time of hearing in this matter.
- (z) PWSA records do not indicate that the Complainant filled out the Change of Address – Owner/Tenant Form or Assumption Form to take responsibility for the account. As such, Complainant is not the customer nor the owner of record for the subject property. The property is owned by John K. Musgrave, III and Judith Langhart.
- (aa) The Formal Complaint fails to allege a violation by PWSA of PWSA’s tariff.
- (bb) The Formal Complaint fails to allege a violation by PWSA of the Public Utility Code, another statute administered by the Commission, the Commission’s Regulations and/or the Commission’s Orders.

5. It is denied that Complainant is entitled to the requested relief. The Formal Complaint fails to allege that PWSA has violated its Tariffs, the Public Utility Code, Commission Regulations or Commission Orders. By way of further answer, the PWSA incorporates herein its response to Paragraph 4, above.

6. No response is required to Paragraph 6 of the Formal Complaint. To the extent such allegations are deemed factual, the factual allegations in Paragraph 6 of the Formal Complaint are admitted or denied consistent with Paragraphs 1 through 5 of this Answer.

7. Admitted. This Complaint is related to several prior decisions of the Bureau of Consumer Services (“BCS”), including BCS Case No. 3663593 and Case No. 3715476. In Case No. 3663593, BCS dismissed the case and stated that the customer was the party responsible for making repairs to the private line. In Case No. 3715476, BCS dismissed the case and stated that chlorine levels at the hydrant closest to 6059 Bunkerhill Street are in compliance with the applicable water quality standards.

8-10. No response is required to Paragraphs 8 through 10 of the Formal Complaint. To the extent such allegations are deemed factual, the factual allegations in Paragraphs 8 through 10 are admitted or denied consistent with Paragraphs 1 through 5 and 7 of this Answer.

NEW MATTER

The Complainant Lacks Standing

11. *Per* Allegheny County Real Estate records, the subject property has been owned by John K. Musgrave, III and Judith Langhart since April 11, 1995.

12. John K. Musgrave, IV is not the customer of record for 6059 Bunkerhill Street As far back as PWSA has billing records, the bills appear in the name of “John Musgrave” (without designation of III or IV); however the owner of record for a property is the Customer absent the filing of a “Change of Address – Owner/Tenant Form” or an “Assumption Form”. Since, PWSA has neither a Change of Address Owner/Tenant Form nor an Assumption Form on file for this address, the customer is owner of record for the property, which according to Allegheny Property Tax Records is John K. Musgrave, III, who is believe to be deceased.⁵

13. The Complainant is not the customer of record for the PWSA account associated with the subject property.

14. The Complainant cannot bring a Complaint on behalf of John. K. Musgrave, III, the customer of record for the subject property.

15. Upon information and belief, the Complainant is not a licensed attorney and may not represent the interests of others before the Commission.

16. The Complainant lacks standing in his own right to bring this Formal Complaint as he is not the owner nor the customer of record for the subject property.

⁵ See link to on-line obituary at footnote # 3, *supra*.

The Complaint is Insufficient

17. The Complaint is insufficient to show that the Complainant is entitled to the requested relief.

18. Section 1501 of the Public Utility Code⁶ requires PWSA to furnish and maintain adequate, efficient, safe and reasonable service and facilities. That provision, however, does not require PWSA to bear all repair and maintenance responsibility for any and all water lines in the City, regardless of ownership.

19. Neither Section 1501 nor any other provision of the Public Utility Code empowers the Commission to direct PWSA to use public utility funds to benefit private individual(s) by repairing, maintaining or replacing a privately-owned water line.⁷

20. PWSA's Water Tariff provides that "[t]he customer service line shall be furnished, installed, maintained and/or replaced, when necessary, by and at the sole expense of the customer."⁸ Additionally, the Tariff specifically requires that "Non-Municipal Residential Property Owners whose properties are served by a Party Water Service Line must install separate service lines to each individual property...The cost of installation of the Water Service Line from the residence to the Curb Stop is the responsibility of the property Owner."⁹

21. Accordingly, the Complaint must be dismissed as being legally insufficient.

⁶ 66 Pa. C.S. § 1501.

⁷ 53 Pa. C.S. § 5612; *Price v. Philadelphia Parking Authority*, 221 A.2d 138 (Pa. 1966) (A public corporation, exercises public powers and its engagements are public in nature, and its facilities are public property. Empowered to act only for the public benefit, a public corporation may not employ its resources for the primary and paramount benefit of a private endeavor. An engagement essentially private in nature may not be justified on the theory that the public will be incidentally benefitted.)

⁸ PWSA Tariff Water – Pa. P.U.C. No. 1, Part III, Section B.1.

⁹ PWSA Tariff Water Pa. P.U.C. No. 1, Part III, Section B.13.a.

CONCLUSION

WHEREFORE, The Pittsburgh Water and Sewer Authority respectfully requests that the Commission (a) dismiss the Complaint; and (b) grant any other relief deemed appropriate. Notwithstanding PWSA's requests for dismissal of the Complaint, PWSA is willing to work with the Complainant to resolve this matter and therefore requests that the Office of Administrative Law Judge issue an "Interim Order Setting Resolution Conference" directing the parties to hold a conference about resolving the case.

Respectfully submitted,

/s/ Shannon F. Barkley

Shannon F. Barkley, Esquire (I.D. No. 81501)
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Pittsburgh, PA 15222
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lburge@eckertseamans.com

Date: August 10, 2020

Attorneys for The Pittsburgh Water and Sewer Authority

Verification

I, Julie A. Quigley, am the Director of Administration for The Pittsburgh Water and Sewer Authority (“PWSA” or “Authority”), and I hereby state that the facts set forth in the foregoing **Answer with New Matter** are true and correct to the best of my knowledge, information and belief and that I expect the Authority to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to sworn falsification to authorities).

/s/ *Julie A. Quigley*

Julie A. Quigley
Director of Administration
The Pittsburgh Water and Sewer Authority

**PWSA's Answer with New Matter to Amended
Formal Complaint
dated January 12, 2022**



Eckert Seamans Cherin & Mellott, LLC
U.S. Steel Tower
600 Grant Street, 44th Floor
Pittsburgh, PA 15219

TEL: 412 566 6000
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Lauren M. Burge
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January 12, 2022

Via Electronic Filing

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

Re: John Kerr Musgrave, IV v. Pittsburgh Water and Sewer Authority
Docket No. C-2020-3020714

Dear Secretary Chiavetta:

Enclosed for electronic filing please find The Pittsburgh Water and Sewer Authority's ("PWSA") Answer with New Matter to Amended Formal Complaint with regard to the above-referenced matter. Copies to be served in accordance with the attached Certificate of Service.

Sincerely,

/s/ Lauren M. Burge

Lauren M. Burge

Enclosure

Cc: Cert. of Service w/enc.

CERTIFICATE OF SERVICE

I hereby certify that this day I served a copy of PWSA's Answer with New Matter to Amended Formal Complaint upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

Via Email Only

John Kerr Musgrave, IV
6059 Bunkerhill Street
Pittsburgh, PA 15206-1155
jmusky@earthlink.net

Hon. Emily I. DeVoe
Administrative Law Judge
PA Public Utility Commission
Piatt Place, Suite 220
301 5th Avenue
Pittsburgh, PA 15222
edevoe@pa.gov

Dated: January 12, 2022

/s/ *Lauren M. Burge*

Lauren M. Burge, Esq.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

John Kerr Musgrave, IV,	:	
Complainant,	:	
	:	
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Respondent.	:	
	:	

NOTICE TO PLEAD

To: John Kerr Musgrave, IV
6059 Bunkerhill Street
Pittsburgh, PA 15206

You are hereby notified that a reply to the **New Matter** within the enclosed Answer with New Matter of The Pittsburgh Water and Sewer Authority (“Authority”) must be filed within 20 days of the date of service.

All pleadings, such as a response to New Matter, must be filed with the Secretary of the Pennsylvania Public Utility Commission with a copy served to counsel for the Authority and where applicable, the Administrative Law Judge presiding over the issue.

File with:

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

With a copy to:

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/s/ Lauren M. Burge

Lauren M. Burge, Esquire

Date: January 12, 2022

Counsel for
The Pittsburgh Water and Sewer Authority

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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	:	

**THE PITTSBURGH WATER AND SEWER AUTHORITY’S
ANSWER WITH NEW MATTER TO AMENDED FORMAL COMPLAINT**

Pursuant to the Interim Order Directing Parties to File Amended Pleadings issued on December 3, 2021 in the above-referenced proceeding, The Pittsburgh Water and Sewer Authority (“PWSA” or the “Authority”) submits this Answer with New Matter to the Amended Complaint of John Kerr Musgrave IV (“Complainant”) served on December 22, 2021. Contemporaneously with the filing of this Answer, PWSA is filing a Motion to Dismiss seeking dismissal of the amended Formal Complaint in its entirety.

In summary, the Amended Complaint asserts a variety of claims, many of which are being raised for the first time, which seek to have PWSA take ownership of the Complainant’s private water service line and provide damages or reimbursement for a variety of expenses. All of these issues are outside the Commission’s jurisdiction. Further, because PWSA is a municipal authority, all such costs would unfairly fall to PWSA’s other ratepayers while benefitting a private individual. For these reasons and those discussed herein, the Complaint must be dismissed. In support of this Answer with New Matter, PWSA avers as follows:

INTRODUCTION

Mr. Musgrave’s original Formal Complaint was served on PWSA on July 8, 2020. The original complaint raised concerns about water quality, and requested that PWSA build a new

water service line to the subject property at 6059 Bunkerhill Street. On August 10, 2020, PWSA filed an Answer with New Matter and Preliminary Objections to the complaint, which PWSA incorporates herein by reference. In summary, however, PWSA explained that the water line at issue is a private, customer-owned service line that is not part of PWSA's water distribution system. The subject property is on a private street and was served by a private party line that was shared with the Complainant's neighbors.

In November 2020, in an effort to resolve the quality of service concerns raised by the Complainant, PWSA replaced the private service line that served three properties on Bunkerhill Street, including the subject property.¹ This work was performed as part of PWSA's Lead Service Line Replacement ("LSLR") program, a Commission-approved program that allows PWSA to replace private water service lines under certain conditions, including when the private line is made of lead or galvanized steel, as was the case with the private service line here.

After the private line replacement was completed, the Complainant wished to observe his water service through the summer months to determine if he had any remaining quality of service concerns. In his Status Report filed on September 27, 2021, the Complainant stated that his concerns regarding water quality had, in fact, been resolved. As a result, the only remaining issues in his complaint related to the public versus private nature of the Complainant's service line and other property-related items.²

At a further prehearing conference that was held on December 2, 2021, the Complainant raised a variety of new issues related to the public versus private nature of the service line, property restoration issues, and requests for reimbursement. Pursuant to the December 3, 2021

¹ The shared private service line serves six properties in total, but three customers previously replaced their own service lines.

² See also PWSA's Status Report filed on October 1, 2021.

Interim Order Directing Parties to File Amended Pleadings, the Complainant filed an Amended Complaint on December 22, 2021 incorporating these new issues, many of which were raised for the first time more than a year after the work on the private service line was completed. In response to the Amended Complaint, PWSA now submits this Answer with New Matter denying the allegations in the Amended Complaint. PWSA is simultaneously filing a Motion to Dismiss seeking dismissal of the complaint in its entirety, as the issues raised in the Amended Complaint are outside the Commission's jurisdiction.

ANSWER

PWSA generally denies the allegations in the Amended Complaint. In support of this Answer, PWSA avers as follows:

A. The Service Line to the Complainant's Property is a Private Service Line

1. In the Amended Complaint, the Complainant argues that PWSA should take ownership of the private water service line serving the subject property as 6059 Bunkerhill Street. As discussed in PWSA's New Matter below and its Motion to Dismiss, the Commission lacks jurisdiction to determine the public versus private nature of this property.

2. Further, the water service line serving the subject property is a private, customer-owned service line. It is not part of PWSA's system, but rather is a private service line on a private street. Under PWSA's tariff, the customer is responsible for owning, maintaining, repairing or replacing the private service line at their property.³

3. PWSA is not responsible for the repair and maintenance of every water line in the City. As stated in the Authority's Water Tariff, PWSA is only responsible for the repair and maintenance of water mains: (a) leased to the PWSA by the City under the Capital Lease

³ PWSA Tariff Water – Pa. P.U.C. No. 1, Part III, Section B.1.

Agreement effective July 27, 1995, as amended;⁴ (b) constructed by the City or the Authority for public use since July 27, 1995; and (c) dedicated to public use and accepted by the Authority on or after July 27, 1995.⁵ Responsibility for the repair and maintenance of water lines that do not fall within one of these categories lies with the constructing party and/or the owners of the property or properties served by such lines, not with PWSA. The private water line at issue here does not fall into one of these categories and therefore is not PWSA's responsibility.

4. The Complainant points to door hangers left on the home prior to the service line replacement as evidence that the service line is a public line. The door hangers are irrelevant as they are not legal documents and have no bearing whatsoever on the ownership of the property's service line.

5. The Complainant also complains that PWSA moved the curb stop from the side of the house at 6059 Bunkerhill Street to another location about 200 feet away. PWSA moved the curb box in order to install it in a location that is within the public way instead of on private property as it was historically.

B. PWSA Is Not Responsible for Further Restoration Work

6. The Amended Complaint argues that the LSLR agreement did not explain that PWSA would not repave a private street and requests that PWSA repave the street. It is self-evident, however, that a *private* street is the responsibility of *private property owner(s)*. This is evidenced by the fact that the Complainant acknowledges in the Amended Complaint that he received an estimate for the cost of street paving prior to the service line replacement being

⁴ PWSA is a party to 30-year lease with the City of Pittsburgh, and PWSA will only acquire the City's assets upon termination of that lease in 2025. *See Implementation of Chapter 32 of the Public Utility Code Re Pittsburgh Water And Sewer Authority*, Docket No. M-2018-2640802 (water) and M-2018-2640803 (wastewater), Final Implementation Order entered March 15, 2018, at 27.

⁵ PWSA Tariff Water – Pa. P.U.C. No 1 at Part II.3 (definition of “Authority Water Main”) (effective March 1, 2019).

completed. PWSA restored the *public* way, but the Complainant was aware that any *private* property would not be restored by the Authority.

7. Additionally, the Amended Complaint claims that PWSA did not properly restore the property, including a curb area, after the line replacement was completed. However, the LSLR Agreement – which the Complainant’s mother and property owner, Judith Musgrave, signed – clearly states that PWSA is not responsible for yard restoration work after the completion of a lead service line replacement. The agreement, which is attached to the Amended Complaint as Exhibit #1, clearly states that:

The property owner is responsible for final grading, seeding, and the restoration of exterior landscaping, hardscaping, or structures on the property...[that] will be disturbed as part of the service line replacement or operation of maintenance. This includes items such as steps, patios, retaining walls, specialty or tinted concrete, stone or brick walls or paving, structures of any type, grass, trees, shrubs, bushes, and flowers. **Replacement and/or restoration of any such exterior landscaping, hardscaping, or structures on the property will be the responsibility of the property owner.**

8. Pursuant to the terms of the LSLR Agreement, PWSA is not responsible for any further restoration work on the property. Any concern with this agreement is a private contractual dispute that is outside the Commission’s jurisdiction, as discussed in the New Matter below and in PWSA’s Motion to Dismiss.

C. Temporary Easement Agreement Was Necessary and Properly Executed

9. The Complainant claims that his mother, who is the property owner, was “forced under duress” to sign the temporary easement agreement allowing PWSA to replace her private water service line at no cost. This claim is entirely baseless. Further, any concern with the temporary easement agreement is a private contractual issue that is outside the Commission’s

jurisdiction to address, as discussed in PWSA's New Matter below and in the Motion to Dismiss being filed simultaneously with this Answer.

10. The Complainant claims that Judith Musgrave was somehow forced to sign the easement agreement against her will to ensure that the subject property continued receiving water service. To the contrary, she chose to sign the temporary easement agreement and the Lead Service Line Replacement agreement in order to obtain a free replacement of her private service line as part of PWSA's LSLR program. PWSA worked with the property owner to replace the private service line in order to maintain adequate service to the property. Ms. Musgrave could have chosen to work with her own plumber to replace the private service line (as three of her neighbors have done), but instead chose to accept PWSA's replacement of the private line at no direct cost to her. The claim that she was "forced under duress" to sign any agreements is entirely unfounded and must be disregarded.

11. It was necessary for PWSA to obtain the temporary easement agreement in order to conduct the *private* line replacement on *private property*. PWSA would have been legally unable to conduct this work without first obtaining a temporary easement granting permission to do this work on private property.

12. The temporary easement recognizes that the water service line to the property continues to be a private line. As discussed above, the service line has always been a private line and the temporary easement simply confirms that this continues to be the case after PWSA provided a free lead service line replacement.

D. The Complainant is Not Entitled to the Requested Relief

13. Finally, the Amended Complaint requests "restitution" for a variety of expenses and makes numerous demands on PWSA. As discussed in PWSA's New Matter below and in

the Motion to Dismiss, these requests are all outside the Commission's jurisdiction and must be denied.

14. The Amended Complaint requests that PWSA take ownership of the private water line serving the subject property and assume responsibility for any future maintenance of the line. It also requests that PWSA obtain a permanent easement through neighboring properties and absorb all associated costs; pave Bunkerhill Street, which is a private street; and construct a curb at the subject property.

15. As discussed above, the service line at issue is a private service line on a private street. It is not part of PWSA's system and not PWSA's responsibility to own or maintain.

16. Similarly, Bunkerhill Street is a private street that is not PWSA's responsibility to maintain or pave.

17. Also as discussed previously, PWSA is not responsible for restoring any landscaping, hardscaping, or other structures on the property as a result of the lead service line replacement pursuant to the LSLR Agreement.

18. PWSA notes that the Complainant did not communicate any concerns regarding restoration to the Authority prior to filing this Amended Complaint more than a year after the work was completed.

19. The Amended Complaint also requests reimbursement for the Complainant's expenses related to plumbers and plumbing equipment, purchases of chlorine test kits and tablets, water testing services, bottled water, and ice.

20. The Complainant is not entitled to the requested relief. As discussed in the New Matter below and in PWSA's Motion to Dismiss, the Commission lacks jurisdiction to award any monetary compensation or damages. Therefore, such issues and claims must be dismissed.

D. Additional Responses by PWSA

21. After reasonable investigation, PWSA does not have sufficient information to form a belief as to the truth of the remaining factual allegations in the Amended Complaint. Such allegations are, therefore, denied. Strict proof of said allegations is demanded at the time of hearing in this matter.

22. The Amended Complaint fails to allege a violation by PWSA of PWSA's tariff.

23. The Amended Complaint fails to allege a violation by PWSA of the Public Utility Code, another statute administered by the Commission, the Commission's regulations and/or the Commission's orders.

NEW MATTER

The Complaint is Insufficient

24. The Amended Complaint is insufficient to show that the Complainant is entitled to the requested relief.

25. Section 1501 of the Public Utility Code⁶ requires PWSA to furnish and maintain adequate, efficient, safe and reasonable service and facilities. That provision, however, does not require PWSA to bear all repair and maintenance responsibility for any and all water lines in the City, regardless of ownership.

26. Neither Section 1501 nor any other provision of the Public Utility Code empowers the Commission to direct PWSA to use public utility funds to benefit private individual(s) by repairing, maintaining or replacing a privately-owned water service line or a privately owned street.⁷

⁶ 66 Pa. C.S. § 1501.

⁷ 53 Pa. C.S. § 5612; *Price v. Philadelphia Parking Authority*, 221 A.2d 138 (Pa. 1966) (A public corporation, exercises public powers and its engagements are public in nature, and its facilities are public property.

27. PWSA's Water Tariff provides that "[t]he customer service line shall be furnished, installed, maintained and/or replaced, when necessary, by and at the sole expense of the customer."⁸

28. Accordingly, the Amended Complaint must be dismissed as being legally insufficient.

The Commission Lacks Jurisdiction Over Contractual Matters

29. The Amended Complaint raises private contractual issues between the Complainant and PWSA relating to restoration work after the Property received a private service line replacement. Under PWSA's LSLR program, the owner of the subject property, Judith Musgrave, signed a contract which stated that PWSA is not responsible for restoration work on private property, but the Complainant now claims that PWSA should be required to make additional repairs.

30. The Complainant also claims that his mother signed the temporary easement "under duress," and apparently seeks to claim after the fact that the temporary easement is invalid.

31. As further explained in PWSA's Motion to Dismiss, the Commission lacks jurisdiction over such private contractual disputes between a utility and its customers.⁹

Therefore, these claims must be dismissed.

Empowered to act only for the public benefit, a public corporation may not employ its resources for the primary and paramount benefit of a private endeavor. An engagement essentially private in nature may not be justified on the theory that the public will be incidentally benefitted.)

⁸ PWSA Tariff Water – Pa. P.U.C. No. 1, Part III, Section B.1.

⁹ See, e.g., *Odesa McCastle v. Philadelphia Gas Works*, PUC Docket No. F-2013-2345223, Final Order entered May 1, 2013, adopting Initial Decision dated Mar. 21, 2013; *Allport Water Authority et al. v. Winburne Water Co.*, 393 A.2d 673, 675 (Pa. Super. 1978) ("...the PUC is not jurisdictionally empowered to decide private contractual disputes between a citizen and a utility."); *Leveto v. National Fuel Gas Dist. Corp.*, 366 A.2d 270 (Pa.

The Commission Lacks Jurisdiction To Award Monetary Compensation or Damages

32. The Complainant requests monetary compensation as reimbursement for the expenses related to plumbers and plumbing equipment, purchases of chlorine test kits and tablets, water testing services, bottled water, and ice.

33. The Commission does not have jurisdiction to award damages or other monetary compensation. Claims for property damage and/or diminution of property values¹⁰ are not determined by the Commission. The Commission's jurisdiction does not include actions that sound in either contract or tort. The powers of the Commission do not include the power to award monetary damages,¹¹ such as damages to property.¹² It is well settled that the courts of common pleas have jurisdiction over suits for property damage, including claims against public utilities.

34. Therefore, the Commission lacks jurisdiction to grant any monetary compensation or damages to the Complainant, and such issues and claims must be dismissed.

Super. 1976) ("Since the case at bar involves a private contractual dispute between a citizen and a utility, the PUC is not jurisdictionally empowered to decide it.")

¹⁰ The Commission has not been given authority under any other statute to assess damage to private property value caused by the activities of a public utility. See *Letter of Notification of Philadelphia Electric Company*, PUC Docket No. A-110550F055, Opinion and Order entered Mar. 26, 1993; 1993 Pa. PUC LEXIS 32 (determination of damages due to alleged decreases in market value is not within the Commission's jurisdiction to hear and determine.)

¹¹ See, e.g., *DeFrancesco v. W. Pa. Water Co.*, 453 A.2d 595 (Pa. 1982); *Elkin v. Bell of Pa.*, 491 Pa. 123, 420 A.2d 371 (1980); *Feingold v. Bell Telephone Co. of Pa.*, 383 A.2d 791 (Pa. 1977).

¹² The Commission possesses no jurisdiction over real property issues. See, e.g., *Leonard Kapel v. Peoples Natural Gas Company LLC*, PUC Docket No. C-2010-2153364, Final Order (Act 294) entered Oct. 6, 2011, adopting Initial Decision dated Aug. 12, 2011; *David E. Stefanoski v. Pennsylvania-American Water Company*, PUC Docket No. C-20078219, PUC Opinion and Order entered Sept. 22, 2008.

CONCLUSION

WHEREFORE, The Pittsburgh Water and Sewer Authority respectfully requests that the Commission (a) dismiss the Complaint as amended in its entirety; and (b) grant any other relief deemed appropriate.

Respectfully submitted,

/s/ Lauren M. Burge

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Dated: January 12, 2022

Attorneys for
The Pittsburgh Water and Sewer Authority

Verification

I, Julie A. Quigley, am the Director of Customer Service for The Pittsburgh Water and Sewer Authority (“PWSA” or “Authority”), and I hereby state that the facts set forth in the foregoing **Answer with New Matter** are true and correct to the best of my knowledge, information and belief and that I expect the Authority to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Dated: January 12, 2022

/s/ Julie A. Quigley
Julie A. Quigley
Director of Customer Service
The Pittsburgh Water and Sewer Authority

Bunkerhill Drill Sheets – January 1929

CITY OF PITTSBURGH
DEPARTMENT OF PUBLIC WORKS
BUREAU OF WATER

JAN - 7 1928

Number 27

DISTRIBUTION DIVISION

ORDER TO DRILLER:- JAN - 7 1928

INDEX

DATE

DRILL " CORPORATION " MAIN SERVICE " LEAD

PREMISES 6041-45-49 Bunkerhill ST BETWEEN

N Highland AND Heberton

DRILL ON Schindler Pl DATE

OWNER Thos Wood

PLUMBER W W Jones

REMARKS: 3' plugs Private line

CONTRACT CLERK

REPORT OF DRILLER:-

DATE 1-10-28

DRILLED, AS ORDERED, " CORPORATION " LEAD SERVICE

ON W SIDE OF ST. FT. FROM

AND 1 FT. FROM W W c of Schindler Place

SYSTEM MAIN 6 " DEPTH 41 FT. FROM P.L. 11' - c.l.

CURB BOX OK CURB COCK OK LOCATED 11' - c.l.

SERVICE SUPPLIES 6041-45-49 Bunkerhill ST

REMARKS:

I hereby certify that the service pipe of required standard was properly laid; and that stop cock and box of required standard were properly set in place before corporation cock was inserted.

Baumister

DRILLER

CHECKED AND ENTERED

CONTRACT CLERK

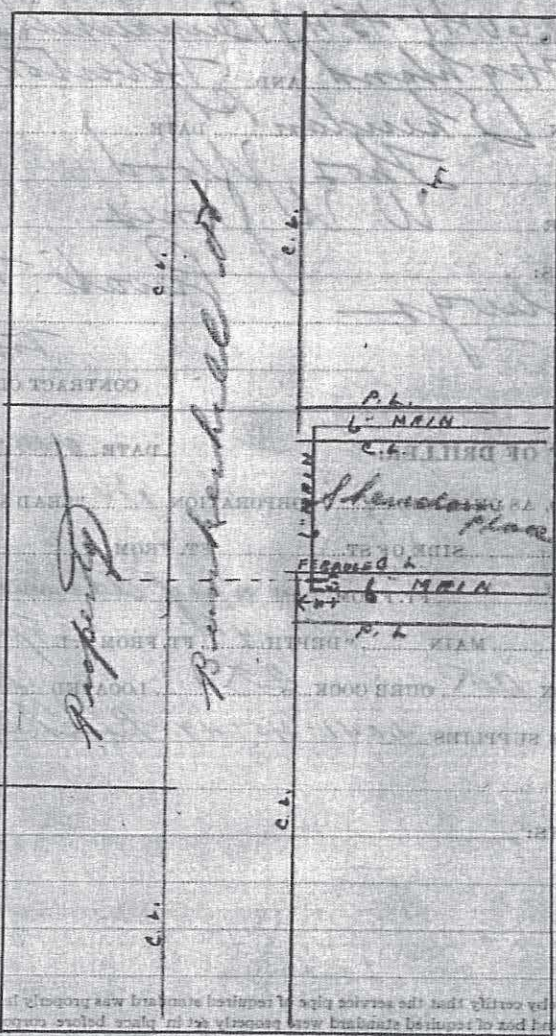
DRAUGHTSMAN

ORDER TO INSTALL
Hickman St

Highland Park

Property of

Brownfield St



M. Highland Ave

CONTRACT CLERK
DRAUGHTSMAN

RECEIVED AND EXTERRED

27

CITY OF PITTSBURGH
DEPARTMENT OF PUBLIC WORKS
BUREAU OF WATER

APPLICATION AND CONTRACT FOR WATER SUPPLY

INDEX

WARD

11-R-6

6041-45-59 *Birmingham St* SERVICE RECORD BOOK NUMBER *P*

PROPERTY *N. Higland* STREET; *Heberton* SIDE;

BETWEEN *1'14* INCH CORPORATION COCK *1* INCH ON *Shendan Rd*

1 FT. *VV* OF *VV* C. L. *Shendan Rd.*
P. L. *3. Plug*

WATER TO BE USED FOR

HOUSES *Private line* : ROOMS : SINKS : WASH STAIRS

BATHS : WASH TUBS : CLOSETS, INSIDE : CLOSETS, OUTSIDE

H. W. BOILERS : STEAM BOILERS : WASH PAVES

OTHER PURPOSES *Temporary*

AMOUNT *350*
Treasurer's Receipt Filed
JAN 7 1929
FOR BUREAU OF WATER
WOOD

APPLICATION IS HEREBY MADE FOR SUPPLY OF WATER AS ABOVE DESCRIBED.—SUBJECT TO ALL LAWS, ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS NOW IN FORCE, OR WHICH MAY BE ENACTED LATER, GOVERNING THE USE OF WATER IN THE CITY OF PITTSBURGH; AND, FOR AND IN CONSIDERATION OF THE GRANTING OF SAID SUPPLY OF WATER, IT IS AGREED THAT EXCAVATION TO THE MAIN LINES OR LINE WILL BE MADE BY APPLICANTS,—WHO SHALL REMOVE (AT THE TIME SAID SUPPLY IS CONNECTED) ALL OTHER WATER SERVICES LEADING TO THE PROPERTY NAMED HEREIN.

WITNESS: DATED 192

Spotter

Thomas J. Ward OWNER
Walter M. Jones PLUMBER

DEC 31 1928

City of Pittsburgh Ordinance No. 339 of 1952

Hi Larry



No. 336

ORDINANCE—Authorizing the issuance of a warrant in favor of Homestead Builders Supply and Company, 952 Forest avenue, Homestead, Pa., in the amount of \$100 for the demolition and removal of the 2½ story frame dwelling at 3001 Bigelow boulevard, 6th without previous authority of

Council of the City of Pittsburgh hereby enacts as follows:

1. That the Mayor is hereby authorized to issue and the City Council countersign a warrant in favor of Homestead Builders Supply and Company, 952 Forest avenue, Homestead, Pa., in the amount of \$100, for the demolition and removal of the 2½ story frame dwelling at 3001 Bigelow boulevard, 6th without previous authority of the Council, and payable from Code No. 1402, Demolition of Con-Buildings, Bureau of Building

2. That any Ordinance or Ordinance, conflicting with the provisions of this Ordinance, be and the same is hereby repealed so far as it affects this Ordinance.

September 15, 1952.

Approved September 22, 1952.

Ordinance Book 58, Page 246.

No. 337

ORDINANCE—Changing the names of Duquesne way, between Barbeau and Eleventh street, to Fort Duquesne boulevard, and Water street, between west line of Short street and Fort Pitt boulevard.

Council of the City of Pittsburgh hereby enacts as follows:

1. That the name of Duquesne way, between Barbeau street and

Eleventh street, shall be and the same is hereby changed to Fort Duquesne boulevard, and the name of Water street, between the west line of Short street and Grant street, shall be and the same is hereby changed to Fort Pitt boulevard.

Section 2. That any Ordinance or part of Ordinance, conflicting with the provisions of this Ordinance, be and the same is hereby repealed so far as it affects this Ordinance.

Passed September 15, 1952.

Approved September 22, 1952.

Ordinance Book 58, Page 246.

No. 338

AN ORDINANCE—Vacating Alford way, from McCandless street to Fifty-third street, and Bissell way, from McCandless street to Alford way, both as laid out in F. S. Bissell Plan.

The Council of the City of Pittsburgh hereby enacts as follows:

Section 1. That Alford way, from McCandless street to Fifty-third street, and Bissell way, from McCandless street to Alford way, both as laid out in F. S. Bissell Plan, of record in the Recorder's Office of Allegheny County in Plan Book Volume 9, Page 188, shall be and the same are hereby vacated.

Section 2. That any Ordinance or part of Ordinance, conflicting with the provisions of this Ordinance, be and the same is hereby repealed so far as it affects this Ordinance.

Passed September 15, 1952.

Approved September 22, 1952.

Ordinance Book 58, Page 247.

No. 339

AN ORDINANCE—Vacating Bunkerhill street from Heberton street to Sheridan avenue (inadvertently called

Sheridan avenue in the petition), and providing certain terms and conditions.

Whereas, It appears by petition and affidavit on file in the office of the City Clerk that the owners of all the property abutting on the lines of Bunkerhill street from Heberton street to Sheridan avenue (inadvertently called Sheridan avenue in the petition) have petitioned the Council of the City of Pittsburgh to enact an Ordinance for the vacation of the same, now therefore,

The Council of the City of Pittsburgh hereby enacts as follows:

Section 1. That Bunkerhill street, from the westerly line of Heberton street produced to the easterly line of Sheridan avenue produced (inadvertently called Sheridan avenue in the petition), shall be and the same is hereby vacated.

Section 2. This vacation is made subject to the City sewers now constructed in, under, and across the said vacated street, and the City of Pittsburgh reserves the right and privilege to inspect, maintain, repair, construct, and reconstruct the said sewers or other public sewers, in, under and across the said vacated street and for all aforesaid purposes to enter upon said vacated street.

Section 3. This Ordinance, however, shall not take effect or be of any force or validity unless F. D. Hoffman and Frances C. Hoffman, his wife, and Ralph E. Whittaker and Helen W. Whittaker, his wife, owners of property abutting on Bunkerhill street from Heberton street to Sheridan avenue, shall within six months after the final enactment of this Ordinance convey by Deed to the City of Pittsburgh for a public walkway or sidewalk a five-foot strip of property within the lines of Bunkerhill street as vacated from Heberton street to Sheridan avenue, and shall, at their own expense, grade and pave with a concrete sidewalk the said five-foot strip of property in accordance with a plan approved by the Department of Public Works in the City of Pittsburgh. All work to be done in accordance with standard plans and specifications of the Department of Public Works and under the supervision of the said Department.

Section 4. That any Ordinance or part of Ordinance, conflicting with the provisions of this Ordinance, be and the same is hereby repealed so far as the same affects this Ordinance.

Passed September 15, 1952.

Approved September 22, 1952.

Ordinance Book 58, Page 247.

No. 340

AN ORDINANCE—Fixing the interest rate on General Public Improvement Peoples Bonds of 1952, Series "A" and General Public Improvement Councilmanic Bonds of 1952, Series "A"; and levying an annual tax to pay the principal and interest on said bonds.

Whereas, The following ordinances authorized and directed the sale of the following bonds in the amounts set forth, dated October 1, 1952, at an interest rate not to exceed 4 per cent per annum, payable semi-annually:

Ordinance No. 260, approved July 24, 1952, General Public Improvement Peoples Bonds of 1952, Series "A," in the amount of \$2,900,000.00;

Ordinance No. 267, approved July 24, 1952, General Public Improvement Councilmanic Bonds of 1952, Series "A," in the amount of \$2,000,000.00;

Whereas, Under the terms of said ordinances and the Acts of Assembly authorizing the same, the said bonds were advertised and were sold to The First Boston Corporation at the par value thereof with a premium of \$14,681.00 at the rates of interest set forth for each issue thereof.

\$2,900,000.00 General Public Improvement Peoples Bonds of 1952, Series "A"; rate of interest 2 1/4%.

\$2,000,000.00 General Public Improvement Councilmanic Bonds of 1952, Series "A"; rate of interest 2 1/4%.

The Council of the City of Pittsburgh hereby enacts as follows:

Section 1. That the both issues of bonds set forth below shall bear interest at the rate set forth, payable semi-annually on the first days of April and October during the terms thereof:

\$2,900,000.00 General Public Improvement Peoples Bonds of 1952, Series "A"; rate of interest 2 1/4%.

\$2,000,000.00 General Public Improvement Councilmanic Bonds of 1952, Series "A"; rate of interest 2 1/4%.

Section 2. That until such time as the aforesaid issue shall be fully paid, there is hereby levied and assessed annually on all subjects by law now liable, or hereafter to be made liable to assessment for taxes for City purposes, an annual tax commencing in the year 1953, sufficient to pay the interest on said bonds as the same shall accrue and become payable; also an annual tax commencing in said year to be set apart in the Sinking Fund of the City of Pittsburgh for the payment of the principal and retirement of said bonds as they become due and payable according to their terms, and the proceeds of the taxes above levied are hereby appropriated out of the revenues of said City for the payment and redemption aforesaid as set forth in the following tables:

TABLE 1.
GENERAL PUBLIC IMPROVEMENT
PEOPLES BONDS OF 1952,

SERIES "A."

Year	Principal	Interest	Total Annual
			Tax Levy
1953---	\$145,000.00	\$85,250.00	\$210,250.00
1954---	145,000.00	81,987.50	206,987.50
1955---	145,000.00	58,725.00	203,725.00
1956---	145,000.00	55,462.50	200,462.50
1957---	145,000.00	52,200.00	197,200.00
1958---	145,000.00	48,937.50	193,937.50
1959---	145,000.00	45,675.00	190,675.00
1960---	145,000.00	42,412.50	187,412.50
1961---	145,000.00	39,150.00	184,150.00
1962---	145,000.00	35,887.50	180,887.50
1963---	145,000.00	32,625.00	177,625.00
1964---	145,000.00	29,362.50	174,362.50
1965---	145,000.00	26,100.00	171,100.00
1966---	145,000.00	22,837.50	167,837.50
1967---	145,000.00	19,575.00	164,575.00

Year	Principal	Interest	Total Annual
			Tax Levy
1968---	145,000.00	16,312.50	161,312.50
1969---	145,000.00	13,050.00	158,050.00
1970---	145,000.00	9,787.50	154,787.50
1971---	145,000.00	6,525.00	151,525.00
1972---	145,000.00	3,262.50	148,262.50
Totl	\$2,900,000.00	\$685,125.00	\$3,585,125.00

TABLE 2.
GENERAL PUBLIC IMPROVEMENT
COUNCILMANIC BONDS OF 1952,
SERIES "A."

Year	Principal	Interest	Total Annual
			Tax Levy
1953 \$	100,000.00	\$45,000.00	\$145,000.00
1954	100,000.00	42,750.00	142,750.00
1955	100,000.00	40,500.00	140,500.00
1956	100,000.00	38,250.00	138,250.00
1957	100,000.00	36,000.00	136,000.00
1958	100,000.00	33,750.00	133,750.00
1959	100,000.00	31,500.00	131,500.00
1960	100,000.00	29,250.00	129,250.00
1961	100,000.00	27,000.00	127,000.00
1962	100,000.00	24,750.00	124,750.00
1963	100,000.00	22,500.00	122,500.00
1964	100,000.00	20,250.00	120,250.00
1965	100,000.00	18,000.00	118,000.00
1966	100,000.00	15,750.00	115,750.00
1967	100,000.00	13,500.00	113,500.00
1968	100,000.00	11,250.00	111,250.00
1969	100,000.00	9,000.00	109,000.00
1970	100,000.00	6,750.00	107,750.00
1971	100,000.00	4,500.00	104,500.00
1972	100,000.00	2,250.00	102,250.00
Totl	\$2,000,000.00	\$472,500.00	\$2,472,500.00

Section 3. That any Ordinance or part of Ordinance, conflicting with the provisions of this Ordinance, be and the same is hereby repealed so far as the same affects this Ordinance.

Passed September 29, 1952.

Approved October 2, 1952.

Ordinance Book 58, Page 248.

No. 341

AN ORDINANCE—Providing for a contract or contracts for the widening,

PWSA System Map – Bunkerhill Street (2017)

6000 Blk Bunkerhill St.

(412)363-1252
Mr. Zeigler



Legend

- | | | |
|--------------------------|--------------------|--------------------------|
| Meter | Water Manhole | Outfall |
| Pump | Rising Main | End Cap |
| Hydrant | Supply Main | Sewer Pump Station |
| Hydrant - Out of Service | Transmission Main | Combined Sewer |
| System Valve | Distribution Main | Sanitary Sewer |
| Dividing Pressure Valve | Hydrant Branch | Storm Sewer |
| Cap | Private Main | Regulated Combined Sewer |
| Tee or Cross | Water Service Line | Overflow Sewer |
| Reducer | Manhole | Interceptor |
| Coupling | Junction | Sewer Force Main |
| Wash Out | Private Inlet | Private Sewer |
| | | Undefined Sewer |

0 30 60 Feet

PGH₂O

Neither the City of Pittsburgh nor the PWSA guarantees the accuracy of any of the information hereby made available, including but not limited to information concerning the location and condition of underground structures, and neither assumes any responsibility for any conclusions or interpretations made on the basis of such information. COP and PWSA assume no responsibility for any understanding or representations made by their agents or employees unless such understanding or representations are expressly set forth in a duly authorized written document, and such document expressly provides that responsibility therefore is assumed by the City or the PWSA.

Date: 1/12/2017

**Excerpt of PWSA Water Tariff – Definition of
Authority Water Main**

PART II: Definitions:

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

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

**Excerpt of PWSA Water Tariff –
Customer Responsibilities**

Section B - Construction and Maintenance of Facilities

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



March 30, 2018

Via Electronic Filing

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

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

Dear Secretary Chiavetta:

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

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

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

Sincerely,

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

Robert A. Weimar
Interim Executive Director

Enclosure

cc: Cert of Service w/enc.

CERTIFICATE OF SERVICE

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

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Dated: March 30, 2018

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

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

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

CHAPTER 1 CONDITIONS OF SERVICE, DEFINITIONS

101.0 Conditions of service

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

102.0 Definitions

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

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

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

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

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

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

CHAPTER 2 CUSTOMER RIGHTS AND OBLIGATIONS

201.0 Residential Customers

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

202.0 Application to become a Residential Customer — Owners

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

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

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

204.0 Qualifications of applicants

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

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

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

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

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

205.0 Authority's action on the application

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

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

206.0 Security deposits, new and existing Customers

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

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

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

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

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

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

208.0 Termination of Customer relationship

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

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

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

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

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

209.0 Termination of service

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

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

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

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

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

209.4 The Authority may terminate service:

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

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

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

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

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

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

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

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

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

210.0 Notice of termination

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

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

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

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

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

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

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

211.0 USTRA-Tenant rights

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

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

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

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

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

212.0 Restoration of water service

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

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

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

230.0 Business Customers

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

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

231.0 Application to become a Business Customer – Owners

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

232.0 Application to become a Business Customer — Tenants

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

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

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

233.0 Qualifications of applicants

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

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

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

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

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

234.0 Authority's action on the application

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

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

235.0 Security deposits, new and existing Customers

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

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

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

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

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

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

237.0 Termination of Customer relationship

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

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

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

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

238.0 Termination of service

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

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

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

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

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

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

239.0 Restoration of water service

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

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

CHAPTER 3 RATES AND CHARGES, ABATEMENT, BILLING AND COLLECTION

A-1. RATES AND CHARGES – 2018**

301.0 Water consumption charge

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

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

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

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

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

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

Amended 3/23/18

A-2. RATES AND CHARGES – 2019**

301.0 Water consumption charge

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

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

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

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

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

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

Amended 3/23/18

A-3. RATES AND CHARGES – 2020**

301.0 Water consumption charge

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

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

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

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

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

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

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

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

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

302.0 Distribution Infrastructure System Charge (DISC)

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

303.0 Sewage treatment rates

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

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

304.0 Service and equipment charges

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

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

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

304.2 Dye test application processing fees:

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

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

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

304.4 Water service tap fees during normal business hours:

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

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

304.5 Valve operations during normal business hours:

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

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

305.0 Meters, hydrants, fire systems

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

305.2 Hydrants

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

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

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

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

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

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

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

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

306.0 New Development

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

B. ABATEMENT, BILLING AND PAYMENT

320.0 Abatement of charges and fees

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

321.0 Meter reading, estimated billing

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

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

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

322.0 Billing and Payment, Interest, Liens

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

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

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

323.0 Payment arrangements

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

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

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

324.0 NOT USED

C. COLLECTION OF DELINQUENT ACCOUNTS

325.0 Collection of delinquent accounts

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

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

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

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

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

326.0 Collection Expenses and Fees

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

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

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

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

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

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

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

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

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

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

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

CHAPTER 4 DEVELOPMENT WITHIN THE AUTHORITY'S SERVICE AREA

401.0 Procedures Manual for Developers

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

402.0 Water and sewer facilities serving a single building or property

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

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

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

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

404.0 Water and Sewer Use Application

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

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

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

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

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

405.0 Water and sewer tap-in plans

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

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

CHAPTER 5 WATER

501.0 Water use generally

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

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

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

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

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

502.0 Prohibited conduct

502.1 No Person shall:

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

503.0 Water service connections

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

504.0 Conversion of Party Water Service Lines

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

505.0 Specifications for water service connections

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

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

506.0 Ownership and maintenance of Water Service Lines

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

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

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

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

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

507.0 Water metering requirements generally

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

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

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

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

508.0 Location of Meter and Remote Reading Device

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

512.0 Fire protection systems

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

513.0 Hydrants

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

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

CHAPTER 6 SEWERS

601.0 Sewer use generally

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

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

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

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

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

602.0 Prohibited conduct

602.1 No Person shall:

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

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

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

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

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

602.3 Penalties and damages:

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

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

605.0 Ownership and maintenance of Sewer Laterals

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

606.0 Ownership and maintenance of Storm Sewers

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

607.0 Illegal Surface Storm Water Connections

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

608.0 Sales of real property and City Lien Verification Letters

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

609.0 Applications for Evidence of Compliance Statement

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

610.0 Sales of vacant, undeveloped property

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

611.0 Intended demolition of buildings and structures

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

612.0 Dye testing

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

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

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

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

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

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

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

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

615.0 Permit requirements of other government entities

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

616.0 Methods of Illegal Surface Storm Water disconnections

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

617.0 Completion of Illegal Surface Storm Water disconnections

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

618.0 Rejection of applications

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

619.0 Application appeals

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

620.0 Fees

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

630.0 Illegal connections to public Storm Sewers

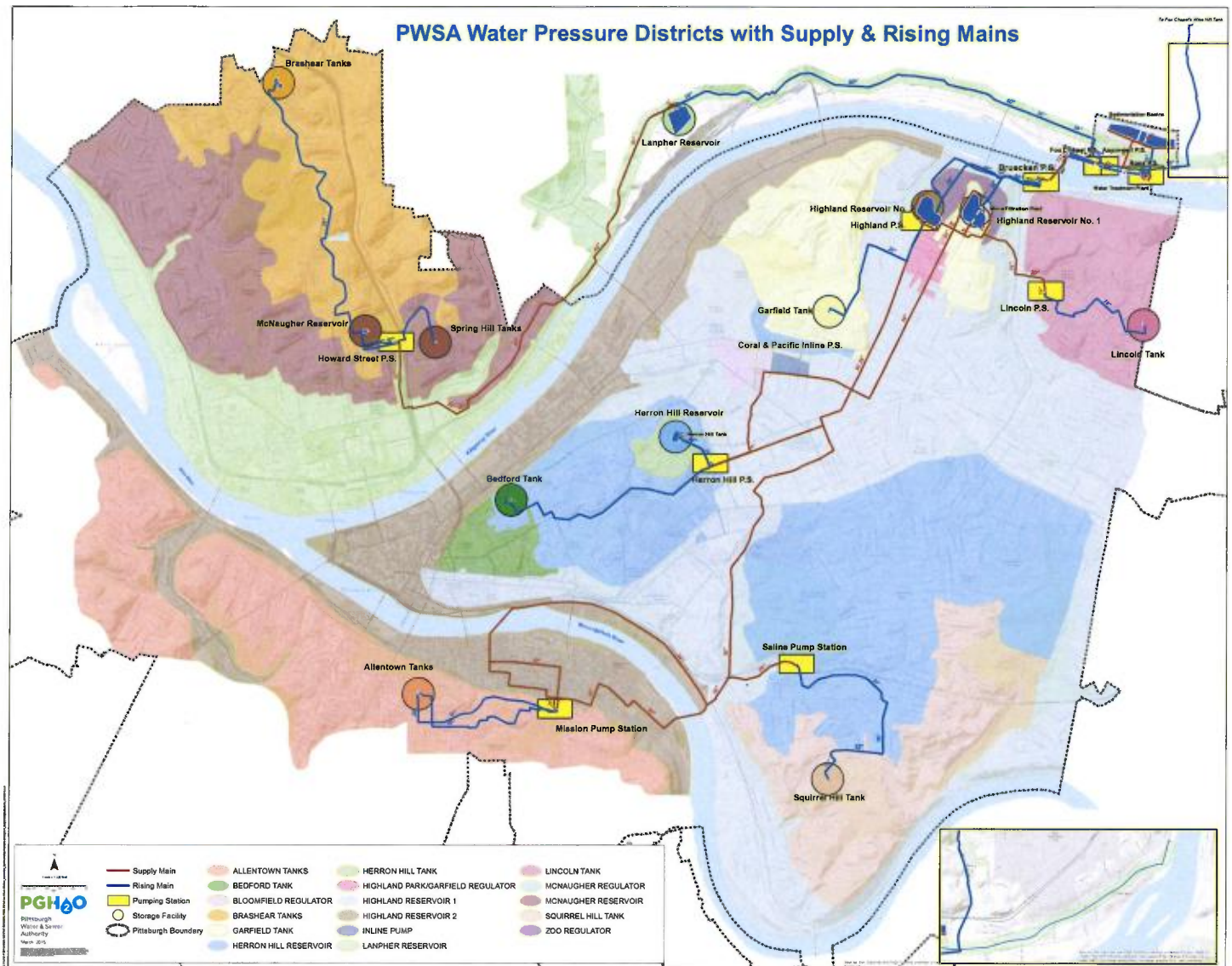
- 630.1 No Person shall construct, install, maintain, repair, operate, or use any drain or conveyance, whether on or below the surface, that allows any non-Storm Water discharge, including the discharge of Sewage, process Wastewater, or wash water, to enter the public Storm Sewers operated and maintained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

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

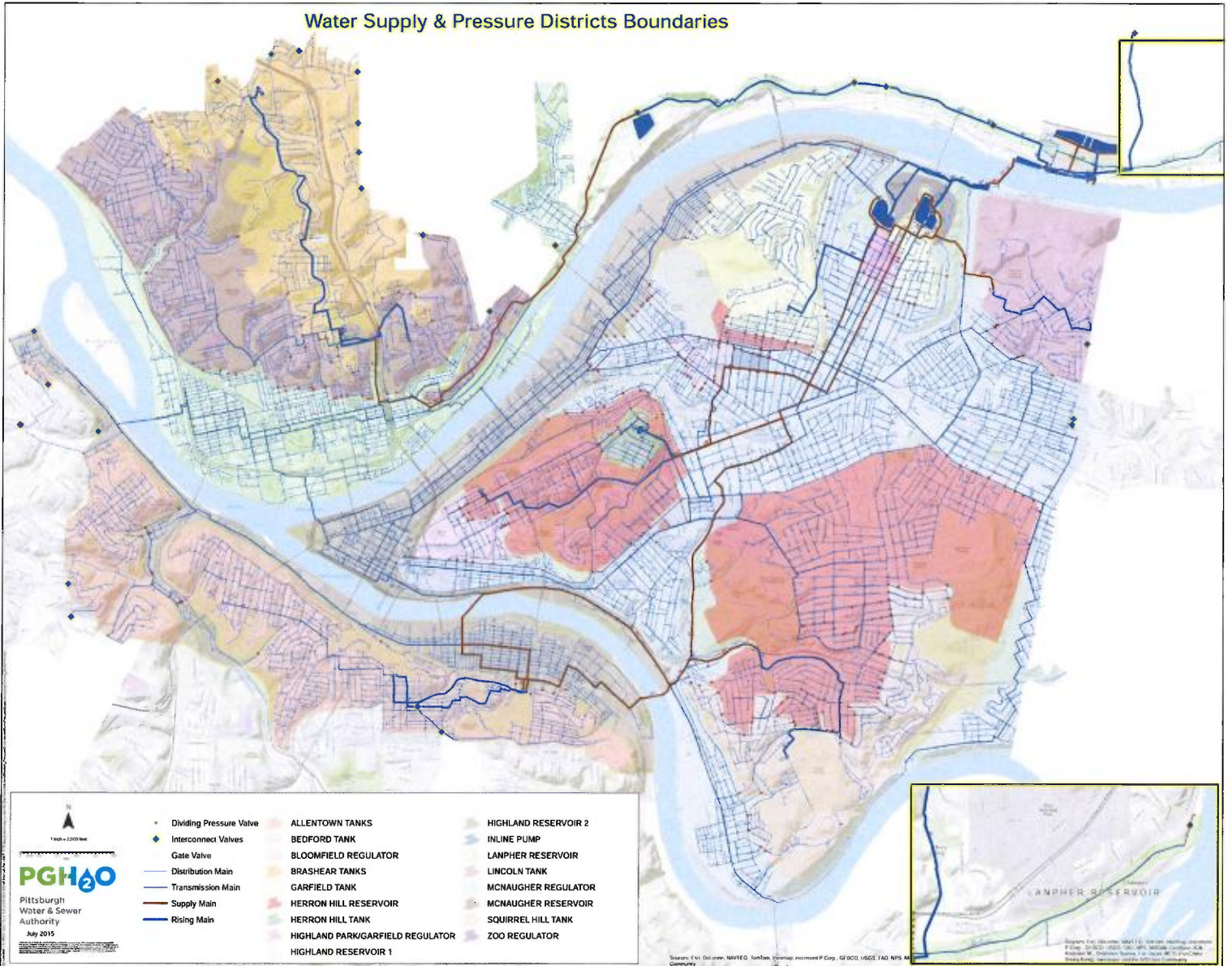
**Pittsburgh Water & Sewer Authority Service Territory Maps
as of March 30, 2018**

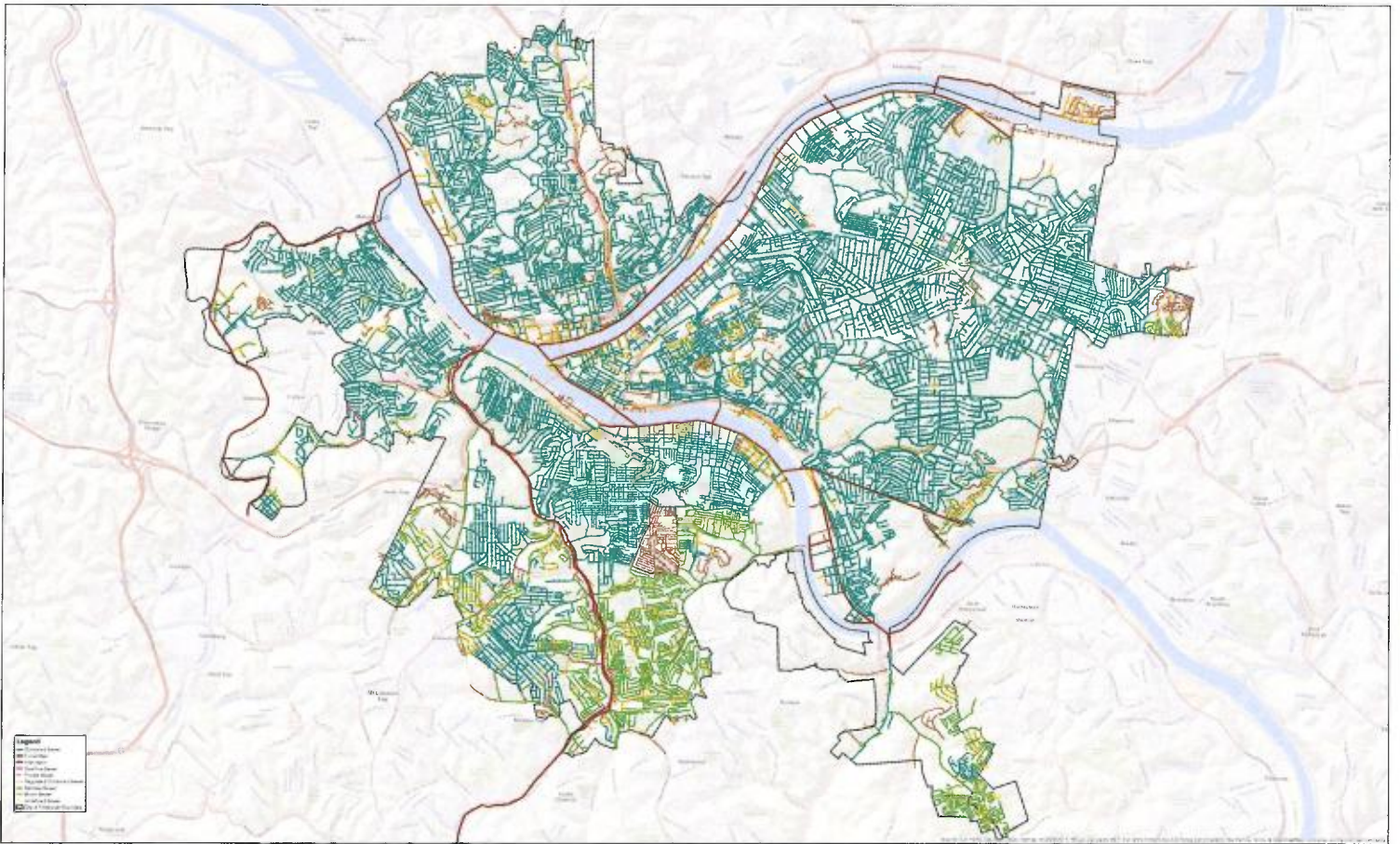
**M-2018-2640802 (water)
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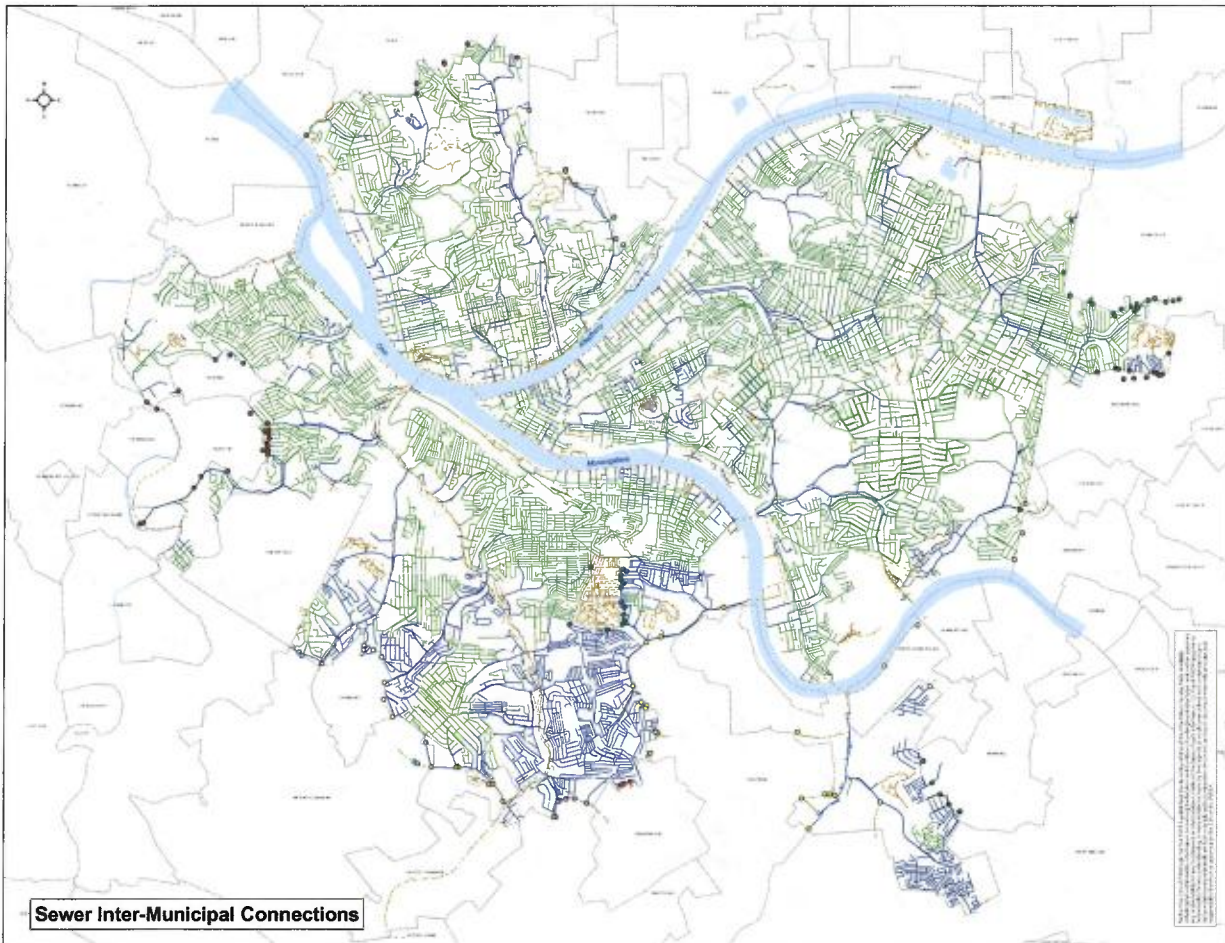
PWSA Water Pressure Districts with Supply & Rising Mains

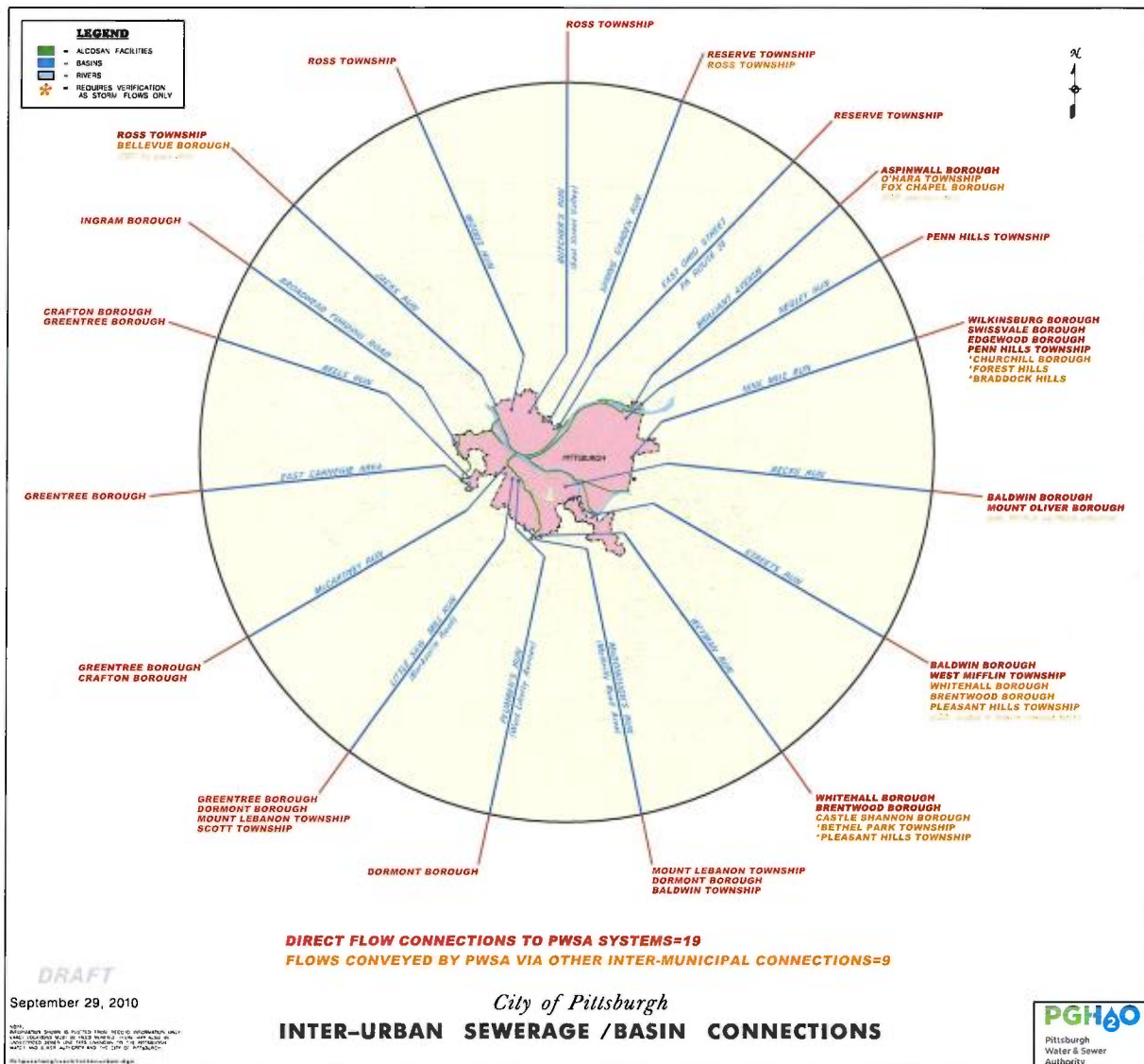


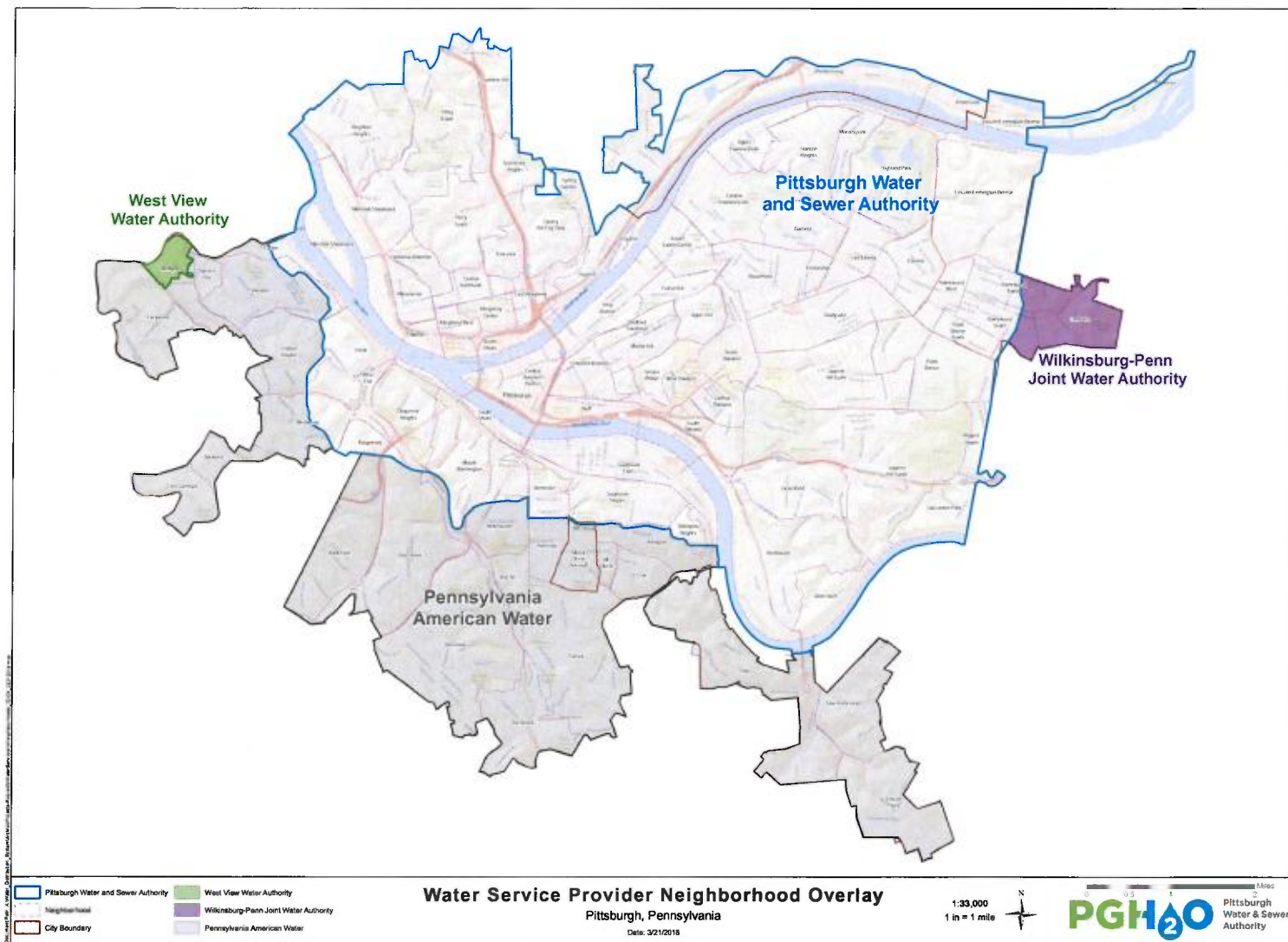
Water Supply & Pressure Districts Boundaries











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: February 28, 2019

Effective:

March 1, 2019

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

NOTICE

Filed in compliance with the Order of the Pennsylvania Public Utility Commission entered February 27, 2019, at Docket No. R-2018-3002645. This Tariff Water - Pa. P.U.C. No. 1 cancels and supersedes Pittsburgh Water & Sewer Authority's Official Prior Tariff filed on March 30, 2018 at Docket No. M-2018-2640802.

This tariff makes increases and changes in existing rates, rules, and regulations.

[L0799517.1]

LIST OF CHANGES

The Filing of the Initial Tariff.

Tariff Water - Pa. P.U.C. No. 1 cancels and supersedes
Pittsburgh Water & Sewer Authority's Official Prior Tariff
filed on March 30, 2018 at Docket No. M-2018-2640802.

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List of Territories Served

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

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

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

The Borough of Millvale.

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

PART I: SCHEDULE OF RATES AND CHARGES

Section A - Rates for Metered Service

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

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

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

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

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

Section A.1 - Rates for Unmetered Service

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

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

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

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

Section B - Fire Protection Rates

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

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

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

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

Consumption Charge
Rate per 1,000 Gals.

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

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

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

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

Section C - Returned Check Charge

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

Section D - Construction Rates

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

Section E - Service Termination or Resumption Rates

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

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

Section F - Meter Test Rates

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

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

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

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

Reserved for Future Use.

Section H - Miscellaneous Charges and Fees

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

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

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

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

Section I - Sales for Resale

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

Rider DIS - Demand Based Industrial Service

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

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

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

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

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

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

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

Rider BDP - Bill Discount Program (Residential)

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

PART II: Definitions:

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

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

6. Bona Fide Service Applicant: (For Line Extension Purposes) A person or entity applying for water service to an existing or proposed structure within the Authority's certificated service territory for which a valid occupancy or building permit has been issued if the structure is either a primary residence of the applicant or a place of business. An applicant shall not be deemed a bona fide service applicant if:
 - a. applicant is requesting water service to a building lot, subdivision or a secondary residence;
 - b. the request for service is part of a plan for the development of a residential dwelling or subdivision; or
 - c. the applicant is requesting special utility service.
 7. Capital Lease Agreement: The agreement bearing that title between the City and the Authority on July 15, 1995, effective July 27, 1995, and includes any amendments thereto.
 8. City: The City of Pittsburgh, Pennsylvania.
 9. Commercial or Commercial Property: Any property used, acquired or leased for purposes of carrying on a trade, business, profession, vocation, or any commercial, service, financial, or utility business or activity including, but not limited to, hotels, office buildings, gas service stations, laundries, commercial establishments, stores, malls, car washes, and parking lots.
 10. Commission or PUC: The Pennsylvania Public Utility Commission.
 11. Corporation Stop: The valve placed on a Water Service Line at or near the junction with the Water Main.
 12. Curb Box: The casting or enclosure that houses or permits access to the Curb Stop.
 13. Curb Stop: The valve, typically installed on or near the property line, to turn water service on and off to a building or facility.
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14. Cross-connection: Any pipe, valve, hose or other arrangement or device connecting the pipelines or facilities of the Authority, to and with other pipes or fixtures by which any contamination might be admitted or drawn into the distribution system of the Authority from lines other than the Authority's.
 15. Customer: A person or entity who is an owner or occupant and who contracts with the Authority for water service.
 16. Customer service line: The water line extending from the Curb Stop to a point of consumption. If there is no actual Curb Stop, the term "Curb Stop" shall be deemed to be a point on the property line or at the connection to the Authority's Water Main, whichever is closer to the Premises.
 17. Dwelling Unit: An individual housing unit on or in a Residential Property such as a single-family home or a single apartment within a multi-unit apartment building or mixed use building.
 18. Equivalent Dwelling Unit or EDU: A unit of measurement that standardizes all land use types to the level of demand created by 1 single-family dwelling unit. The Authority equates 1 EDU to 300 gallons of water consumption per day.
 19. Guaranteed Lessee: A Tenant to whom a Property Owner has made an assignment of possessory rights by agreement, thereby making the Tenant primarily responsible for the payment of water charges.
 20. Guarantor: A Property Owner who guarantees payment of water by a Guaranteed Lessee.
 21. Health or Education Property: Any hospital, clinic, or other human health care facility other than private physician or dentist offices, and any school, college, university, or other educational facility, whether public or private.
 22. Industrial or Industrial Property: Any property the principal use of which is for manufacturing, processing, or otherwise producing products or goods for sale.
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23. Line extension: (For Line Extension Purposes) An addition to the Authority's Water main(s) which is necessary to serve the Premises of a new customer.
24. Main: Water distribution pipe, excluding service connections and Service Lines, located in a public highway, street, alley or private right-of-way which pipe is used in transporting water. Mains may be either Authority Water Mains or Private Water Mains.
25. Meter: Any certified device used by the Authority, or by the Commission, for the purpose of measuring water consumption.
26. Nonresidential service: Water service supplied to a Health or Education Property, commercial or industrial facility, including a hotel or motel, or to a master-metered mobile home or multi-tenant apartment building, or to any customer who purchases water from the Authority for the purpose of resale.
27. Occupant: A person to whom an Owner has allowed occupancy of a Property through a lease or other contractual arrangement and who has a reasonable expectation of occupying the property for six months or more.
28. Owner: The person having an interest as owner, or a Person representing themselves to be the owner, whether legal or equitable, sole or partial, in any Premises that are or are about to be supplied with water or provided with sewer service by the Authority.
29. Party Water Service Line: A single Water Service Line that connects to the Authority's Water Main and that delivers water from the Authority's Water Main to more than one building. The start of the Party Water Service Line is the terminal point for the Authority's responsibility for the service connection.
30. Person: Individual natural persons, firms, partnerships, joint ventures, societies, associations, clubs, trusts, corporations, governments, political subdivisions, or organizations of any kind, including officers, agents, employees, or representatives of any of the foregoing, in any capacity, acting either for him- or herself or for any other person, under either personal appointment or pursuant to law.
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31. Plumbing Code: The Allegheny County Health Department's Rules and Regulations for Plumbing and Building Drainage, Article XV, as amended, together with the International Building Codes for residential and commercial plumbing that Article XV amends or revises.
 32. Private fire protection service: Water service provided exclusively for the purpose of fire protection that is available to the customer only and not for use by the general public, and that is provided through automatic sprinkler systems, fire hydrants or similar mechanisms.
 33. Private Water Main: Any Water Main that is not an Authority Water Main.
 34. Public fire protection service: Water service provided exclusively to a municipal or governmental entity through outdoor hydrants for the purpose of fire protection for the general public.
 35. Premises: A building or unit of a building such as a single family residential Dwelling Unit, an apartment building, or a commercial/industrial building.
 36. Registered Plumber: A plumber registered and certified by the Commonwealth of Pennsylvania and the Allegheny County Health Department.
 37. Remote Reading Device: The device that is generally affixed to the outside of a Premises or a meter installation and remotely collects and transmits Meter data. It is considered part of the Meter and meter reading equipment.
 38. Residential service: Water service supplied to an individual single-family residential dwelling unit. Water and/or sewer service supplied to a dwelling including service provided to a commercial establishment if concurrent service is provided to a residential dwelling attached thereto. Utility service provided to a hotel or motel is not considered residential service.
 39. Residential Tenant: A Person who leases a Dwelling Unit in a Residential Property pursuant to a current lease agreement.
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40. Service Lines or Water Service Lines: Water lines that connect the water service of a residential or non-residential property to the Authority's Mains and that deliver water from the Mains to one or more buildings, premises, or facilities. Service Lines may be Authority Service Lines, Customer Service Lines, or Party Service Lines.
41. Short-term Supply Shortage: An emergency which, in the Authority's sole discretion, could cause the total water supply of the Authority to be inadequate to meet maximum system demand.
42. Special Utility Service: Residential or business service which exceeds that required for ordinary residential purposes.
43. Tariff: All the service rates, rules and regulations issued by the Authority, together with any supplements or revisions thereto, officially approved by the Commission and contained in this document.
44. Tenant: A Person or entity leasing Premises pursuant to a current lease agreement.
45. Protected-Tenant: means a Residential Tenant, not a Customer, whose Dwelling Unit had water/sewer service at the time of rental, and who would be adversely affected by a shut off of service. Protected-Tenants are covered by the Discontinuance of Service to Leased Premises Act (DSLPA), 66 Pa.C.S. § 1521, et. seq. Applicability of The Utility Service Tenants Rights Act (USTRA), 68 Pa. S.A. § 399.1 - 399.18, as amended, is subject to further Commission review. An individual is not a Protected-Tenant if he or she is or has agreed under the rental agreement to be a Customer or if he or she took possession of the Dwelling Unit when it was without water/sewer service.
46. Vacancy Affidavit: means a notarized statement by the Owner of a property certifying that the property has been vacant and water service has been terminated at the Curb Stop for a period in excess of 90 days.
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PART III: RULES AND REGULATIONS

Section A - Applications for Service

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

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

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

- a. Prospective Tenants and other Non-Owner Occupants are encouraged to contact the Authority prior to signing a lease to determine whether there is an existing, delinquent account for a Dwelling Unit or property.
- b. The Authority may require, as a condition of furnishing residential service to a Tenant or Non-Owner Occupant:
 - i. Payment by the Owner or their agent of any delinquent balance for the Dwelling Unit or property for which an Owner was properly billed;
 - ii. Payment by the applicant of any outstanding residential account that accrued within the prior 4 years for which the applicant is legally responsible and for which the applicant was properly billed.
 - iii. A tenant will not be required to assume liability for debt previously accrued at the property for which the tenant was not residing and/or for which the tenant was not on the mortgage, deed or lease as a condition to establishing service.
- c. Except as otherwise provided applicable to Protected-Tenant rights, a Tenant or Non-Owner Occupant of a Dwelling Unit who wishes to become a Customer of the Authority must submit:
 - i. Satisfactory evidence, as determined by the Authority, of the Owner's consent to possession of the Dwelling Unit, which may be a current rental agreement, rent book, receipts, cancelled checks, other utility bills in the Tenant's or Occupant's name at that address, or other written evidence of the Owner's consent to occupancy; and,
 - ii. At least one personal identification document such as a driver's license, birth certificate, military ID card or passport or other document issued by a public agency or public utility which contains the name and address of the tenant. If the personal identification

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

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

4. Service Stipulations for Non-Residential Customers

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

5. Eligibility of Service

- a. The Authority shall determine whether an applicant is eligible to become an Authority Customer in accordance with this Tariff and applicable Rules and Regulations of the Commission.
 - b. An Authority Customer applicant for a Residential Property can be disqualified from becoming a Customer if one or more of the following circumstances exist:
 - i. The applicant is the agent of a current or previous delinquent Customer at the Dwelling Unit and is attempting on the delinquent Customer's behalf to avoid shut-off or restore service previously shut off without payment of said Customer's past due charges for service or any other charges or fees that are due. Such agency may be found to exist where the property that would be receiving the service is or will be occupied by the delinquent Customer or where such Customer would otherwise use or benefit from the service.
 - ii. The applicant has not paid or arranged to pay for past due charges for service for which the applicant is legally responsible at this or another service address, including charges for unauthorized usage of Authority services.
 - iii. Service to the Dwelling Unit is legally off and there exist uncorrected violations of the Health Department Plumbing Code or the Authority's service standards at the Residential Property or service to the property would endanger health or safety.
 - iv. Service cannot be accomplished without major revision of the Authority's distribution facilities or acquisition of additional rights-of-way.
 - v. If the applicant is a Tenant or Occupant Customer currently receiving service at another residential service address.
 - 6. Acceptance of Application: An application for service shall be considered accepted by the Authority only upon oral or written approval by the Authority. The Authority shall determine whether the applicant is eligible to become an Authority Customer and the type of Customer, Residential or Non-Residential. If the applicant is rejected the Authority
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shall inform the Applicant of any conditions that must be met and any charges that must be paid in order to obtain service. The Authority may provide service to the applicant pending formal review and acceptance of the application.

7. Activation of Service

- a. Where service can only be provided by means other than the operation of the Curb Stop, such as construction or restoration of the Water Service Line, such construction or restoration must be made privately at the expense of the applicant or Owner.
- b. Where service has been shut off, and the Authority has been notified that the Health Department has determined the Premises to be in dangerous or imminently dangerous condition, service will be allowed only after the prior written consent of the Health Department.

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

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

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

Section B - Construction and Maintenance of Facilities

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

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

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

service at other pressures where necessary to supply adequate service.

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

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

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

12. Ownership and Maintenance of Water Service Lines:

- a. The Authority has maintenance responsibility for the Curb Stop, the Curb Box, and for that portion of the Water Service Line running from the Curb Stop to the Water Main for Residential water service lines 1-inch diameter and smaller. The Residential Property Owner owns and is responsible for the maintenance of that portion of the Water Service Line running from the Premises being served with Authority water to the Curb Stop, including the connection to the Curb Stop but not the Curb Stop itself, for water service lines 1-inch diameter and smaller. All Residential service lines larger than 1-inch in diameter and all Non-Residential service lines, regardless of diameter, are the responsibility of the property owner, including the section from the Curb Stop, the Curb Box, and that portion of the Water Service Line running from the Curb Stop to the Water Main.
- b. If the Curb Box or Curb Stop is damaged by the Customer and/or Property Owner, or the Curb Box or Curb Stop is covered so as to preclude or interfere with access, the Customer or property Owner, as applicable, is responsible for the cost of the Authority's work in uncovering, repairing, or replacing the Curb Stop and/or Curb Box, and for the cost of restoring adjacent landscaping, sidewalks, or other property affected by the work.
- c. Customers and property Owners may not use or operate the Curb Stop. When water service has been terminated by the Authority or a Person authorized by the Authority, only the Authority or a Person authorized by the Authority shall operate the Curb Stop to restore service. Unauthorized use of the Curb Stop to restore service is theft of water service subject to a fine in the amount of \$500.00 and to prosecution under applicable law. Further, such unauthorized operation of the Curb Stop will result in charges for all water used, termination charges, and such other deposits, charges, or fees authorized by the PUC, PWSA's Water Tariff and these Supplemental Service Conditions.

- d. Where a Customer permits water to leak or flow unnecessarily from a Water Service Line or from any pipe, fixture or appliance, and the Authority gives written notice of the leak or other problem to the property Owner or Customer, the property Owner shall have 5 business days in which to make necessary repairs. Should no action be taken within the allowable 5-day period, the Authority may assess a daily charge for each day after such allowable 5-day period in which the waste of water continues or, in the Authority's discretion, may terminate water service to the Premises - after giving notice of termination consistent with Part II, Section C.3 of this tariff - until the leak or other condition is repaired. The daily charge shall be equivalent to the monthly minimum Meter charge that is predicated upon the Meter size supplying a particular account.
- e. Where a Customer permits water to leak or flow unnecessarily from a Water Service Line or from any pipe, fixture or appliance and the amount of water is creating a public hazard or damaging public infrastructure, as determined by the Authority, the Authority reserves the right to terminate water service to the property immediately, until the leak or other condition is repaired. Should the condition of a customer service line be such that there is a risk to public health or safety or of damage to public property, and the property Owner fails to take prompt action to cure the problem following notice to do so, the Authority shall have the right, but not the duty, to make the necessary repair or replacement and to charge the property Owner with the reasonable cost of the repair or replacement. Should the property Owner fail to reimburse the Authority within 30 days of the Authority's invoice therefor, the Authority shall have the right to file a lien against the property or properties served by the service line.
- f. Should a Customer observe any condition that interferes with the use or safety of the Curb Box, such as an open or damaged Curb Box lid, an uneven condition of the Curb Box and the adjacent ground surface, or a condition that

could impair access to the Curb Box, they shall contact the Authority for repair or replacement of the Curb Box.

- g. Customers and property Owners may not cover, obscure, damage, tamper, or interfere with the Curb Stop or Curb Box. Customers and property Owners shall not interfere in any way with the Authority's access to or use of the Curb Stop. If the Curb Box or Curb Stop is damaged by the Customer and/or Property Owner, or the Curb Box or Curb Stop is covered so as to preclude or interfere with access, the Customer or property Owner, as applicable, is responsible for the cost of the Authority's work in uncovering, repairing, or replacing the Curb Stop and/or Curb Box, and for the cost of restoring adjacent landscaping, sidewalks, or other property affected by the work.

13. Conversion of Party Water Service Lines:

- a. Residential Property Owners whose properties are served by a Party Water Service Line must install separate services lines to each individual property. Each Customer shall have an individual Water Service Line and Meter of a size, type, location, and setting approved by the Authority. The cost of installation of the Water Service Line from the residence to the Curb Stop is the responsibility of the property Owner. Installation and the cost of installation of the Water Service Line from the Water Main to and including the Curb Stop is the responsibility of the Authority. Only the tapping fee (under Part III, Section G.2 of this Tariff regarding Line Extensions) will be imposed under these circumstances. No connections fees, service fees and/or customer facilities fee (under Part III Section G.2 of this Tariff regarding Line Extensions) will be imposed. All plans for installation of the Water Service Lines and the scheduling of such work is subject to the permitting process and the prior approval of the Authority.
- b. Non-Residential Property Owners whose properties are provided with water under a flat rate or are served by a Party Service Water Line are required to have a Meter of a size, type, and setting approved by the Authority and a Backflow prevention device approved by the Authority.

The installation and the cost of installing the entire Water Service Line, including the Corporation Stop or mechanical joint tee, is the responsibility of the property Owner. Only the tapping fee (under Part III, Section G.2 of this Tariff regarding Line Extensions) will be imposed under these circumstances. No connections fees, service fees and/or customer facilities fee (under Part III, Section G.2 of this Tariff regarding Line Extensions) will be imposed. All plans for installation of the Water Service Lines and the scheduling of such work shall be subject to the permitting process and the prior approval of the Authority.

Section C - Discontinuance, Termination and Restoration of Service

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

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

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

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

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

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

- h. material violation of any provisions of this tariff.
- i. Whenever two or more Properties have been supplied from a single main connection, and one or more of the Customers becomes delinquent or permits water to flow unnecessarily or leak from any pipe, fixture, or appliance, the Authority may terminate the supply of water to all the commonly supplied Premises. Supply will not be renewed until:
 - i. A separate connection is established for each Property;
 - ii. Any delinquent water charges are paid; and
 - iii. Any leakage is corrected or unnecessary flow of water is stopped.
- j. Notice of termination shall be in the form required by the Commission and shall be provided as follows:
 - i. to Customers at least 10 days prior to the scheduled shut off;
 - ii. to Customers who are Owners with Tenants at least 37 days prior to the scheduled shut off;
 - iii. to Protected-Tenants by posting a notice of termination on the Premises at least 30 days prior to the scheduled shut off;
 - iv. to Customers who permit water to flow unnecessarily, as described in the Water Tariff and these Supplemental Service Conditions, upon 24 hours' notice or, if the resulting condition threatens injury to persons or damage to property, immediately; and
 - v. by telephone call to the telephone number on file with the Authority; by electronic mail to an e-mail address on file with the Authority but only if the customer's express written consent to accept

electronic service has been received by the Authority; or, if neither of these methods is available or effective or the electronic notice is returned as undeliverable, by personal contact or posting a notice of termination on the Premises 3 days prior to the termination of service

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

Section D - Meters and Meter Reading Equipment

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

act of the customer, the actual cost of removing, replacing, repairing or testing a damaged meter shall be paid by the customer.

7. Notification to Authority of Non-Working or Damaged Meter:
The customer shall notify the Authority of a non-working or damaged meter as soon as the customer has notice of either condition.
8. Fees for Meter Tests: Fees for testing meters shall be as specified under Part I, Section F, of this tariff. Testing fees shall be refunded pursuant to Commission regulation at 52 Pa. Code §65.8(g) where the meter is found not operating within the allowable accuracy range specified at 52 Pa. Code §65.8(a).
9. New Meters: If a Property is set up for individual metering, but no operational Meter is in place, a Meter must be installed before the applicant will be accepted as a Customer.
 - a. If the Property is not separately metered or set up for separate metering, the Property must be set up for separate metering, to the Authority's satisfaction, by a Registered Plumber at the cost of the Property Owner, and a Meter and Remote Reading Device must be installed before the applicant will be accepted as a Customer. Installation charges must be paid before water service will be provided.

Section E - Billing and Collection

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

customer by the bank with interest. Interest shall be calculated at the applicable rate for late payment charges.

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

Section F - Deposits

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

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

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Section G - Line Extensions

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

1. A Line Extension Applicant shall provide prior notice to the Authority. Notice shall be written and made on the application and permit forms contained in the Authority's Procedures Manual for Developers, which is located on the Authority's website. The appropriate forms can be completed and any applicable fees paid at the Authority's permit counter, First Floor, Penn Liberty Plaza I, 1200 Penn Avenue, Pittsburgh, PA 15222.
2. A Line Extension Applicant shall pay enumerated fees to the Authority. Fees shall be based upon the duly adopted fee schedule which is in effect at the time of payment and shall be payable at the time of application for connection or at a time to which the property owner and the Authority agree. 53 Pa.C.S. § 5607(d)(24).

Tapping Fee

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

* 300 gpd/EDU

Connection Fee

1"	\$177.63
1 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

(if required; based on PWSA main size):

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

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

Customer Facilities Fee

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

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

(Turbine Domestic Meters)

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

(Compound Meters)

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

(Fire System Meters - Turbine)

3"	\$1,997.50	(Badger)
4"	\$2,268.00	(Neptune)
6"	\$3,041.00	(Neptune)
8"	\$3,593.50	(Badger)
10"	\$4,761.50	(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).
5. Consistent with 53 Pa.C.S. § 5607(d) (30), where the Authority's system is to be extended at the expense of the owner of properties or where the authority otherwise would construct customer facilities (other than water meter installation), a Line Extension Applicant shall have the right to construct the extension or install the customer facilities himself or through a subcontractor approved by the authority, which approval shall not be unreasonably withheld. The Authority shall have the right, at its option, to perform the construction itself only if the Authority provides the extension or customer facilities at a lower cost and within the same timetable specified or proposed by the property owner or his approved subcontractor. Construction by the Line Extension Applicant shall be in accordance with an agreement for the extension of the Authority's system and plans and

specifications approved by the authority and shall be undertaken only pursuant to the existing regulations, requirements, rules and standards of the authority applicable to such construction. Construction shall be subject to inspection by an inspector authorized to approve similar construction and employed by the Authority during construction. When a main is to be extended at the expense of the Line Extension Applicant, the Line Extension Applicant may be required to deposit with the Authority, in advance of construction, the Authority's estimated reasonable and necessary cost of reviewing plans, construction inspections, administrative, legal and engineering services.

6. Upon completion of construction, the Line Extension Applicant shall dedicate and the authority shall accept the extension of the authority's system if dedication of facilities and the installation complies with the plans, specifications, regulations of the authority and the agreement. 53 Pa.C.S. § 5607(d)(30).
7. Where a Line Extension Applicant constructs or causes to be constructed at his expense any extension of a sewer or water system of an authority, the Authority shall provide for the reimbursement to the Line Extension Applicant when the owner of another property not in the development for which the extension was constructed connects a service line directly to the extension within ten years of the date of the dedication of the extension to the authority in accordance with 53 Pa.C.S. § 5607(d)(31).
8. The Authority may charge the cost of construction of a sewer or water main constructed by the Authority against the properties benefited, improved or accommodated by the construction in accordance with 53 Pa.C.S. § 5607(d)(21), (22).

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

Section H - Fire Protection Service and Hydrants

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

be installed by the Authority and shall be the property of the Authority.

4. Use of Fire Hydrants:

- a. The Authority regulates the use of water from all hydrants, including private hydrants. No Person other than the Authority and the City shall use any Authority hydrant without first securing a permit from the Authority. Use of the hydrant shall be on the terms stated in the Hydrant Permit. A Hydrant Permit applies only to the specific hydrant or hydrants identified in the permit.
- b. Except where expressly approved by the Authority, the use of Authority hydrants, by Persons other than the Authority or the City, in freezing weather or when the ground is frozen is not permitted, even if the Authority has issued a permit. The outside air temperature must be at least 40 degrees Fahrenheit and rising before a hydrant may be opened.
- c. The Authority may decline to issue a hydrant permit or may cancel a hydrant permit in cases of water shortage, cold weather, damage to private or City property resulting from hydrant use, prior or existing violations
- d. The Authority reserves the right to meter any fire line when evidence indicates that water is being taken from the line for purposes other than fire fighting or as otherwise permitted by agreement, and such metered service shall then be billed in accordance with the regular schedule of metered rates, with proper allowance for water consumed in fire fighting or other authorized use.

Section I - Service Continuity

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

Section J - Waivers

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

Section K - Amendment of Commission Regulations

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

PART IV: WATER CONSERVATION CONTINGENCY PLAN

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

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

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

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

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

In the event of a drought emergency as defined by proclamation or executive order, the Authority is authorized

to collect fines set forth in its Local Water Rationing Plan as filed with and approved by PEMA.

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

PART V: SURCHARGES

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC)

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

1. General Description

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

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

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

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

2. Computation of the DSIC

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

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

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

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

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

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

Where:

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

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

4. Customer Safeguards

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

Supplement No. 3

Tariff Water - Pa.

P.U.C. No. 1

Supplement No. 3
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: April 27, 2020

Effective:

June 27, 2020

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

NOTICE

Filed in compliance with the Order of the Pennsylvania Public
Utility Commission entered March 26, 2020 at Docket No. M-2018-
2640802.

LIST OF CHANGES

TABLE OF CONTENTS (PAGE No. 5)

Updated to reflect the addition of a Part VI: Lead Service Line Remediation.

PRIVATE FIRE PROTECTION (PAGE No. 10)

Modified to provide that private fire protection customer charges only apply to non-residential customers.

CONVERSION OF PARTY WATER SERVICE LINES (PAGE No. 36)

Modified to provide that non-municipal residential customers with party water service lines must install separate lines and that the Authority is responsible for the cost of providing and installing meters.

TERMINATION OF SERVICE TO MULTIPLE PREMISES (PAGE No. 40)

Modified to state that the Authority will provide notices of termination to multiple premises served by a single service line, but will not terminate service for nonpayment.

LEAD SERVICE LINE REMEDIATION (PAGE No. 63)

Creating a new Part VI: Lead Service Line Remediation that is reserved for future use.

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LEAD SERVICE LINE REMEDIATION 63

(C)

Section B - Fire Protection Rates

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

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

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

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

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

Consumption Charge
Rate per 1,000 Gals.

Private Fire Protection \$13.49

could impair access to the Curb Box, they shall contact the Authority for repair or replacement of the Curb Box.

- g. Customers and property Owners may not cover, obscure, damage, tamper, or interfere with the Curb Stop or Curb Box. Customers and property Owners shall not interfere in any way with the Authority's access to or use of the Curb Stop. If the Curb Box or Curb Stop is damaged by the Customer and/or Property Owner, or the Curb Box or Curb Stop is covered so as to preclude or interfere with access, the Customer or property Owner, as applicable, is responsible for the cost of the Authority's work in uncovering, repairing, or replacing the Curb Stop and/or Curb Box, and for the cost of restoring adjacent landscaping, sidewalks, or other property affected by the work.

13. Conversion of Party Water Service Lines:

- a. 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, service fees and/or customer facilities fee (under Part III Section G.2 of this Tariff regarding Line Extensions) will be imposed. All plans for installation of the Water Service Lines and the scheduling of such work is subject to the permitting process and the prior approval of the Authority. (C)
- 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 size, type, and setting approved by the Authority and a Backflow prevention device approved by the Authority.

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

- h. material violation of any provisions of this tariff.
- i. Whenever two or more Properties have been supplied from a single main connection, and one or more of the Customers becomes delinquent or permits water to flow unnecessarily or leak from any pipe, fixture, or appliance, the Authority will send a notice of termination to all the commonly supplied Premises. The Authority will not terminate service to the commonly supplied Premises. (C)
- j. Notice of termination shall be in the form required by the Commission and shall be provided as follows:
 - i. to Customers at least 10 days prior to the scheduled shut off;
 - ii. to Customers who are Owners with Tenants at least 37 days prior to the scheduled shut off;
 - iii. to Protected-Tenants by posting a notice of termination on the Premises at least 30 days prior to the scheduled shut off;
 - iv. to Customers who permit water to flow unnecessarily, as described in the Water Tariff and these Supplemental Service Conditions, upon 24 hours' notice or, if the resulting condition threatens injury to persons or damage to property, immediately; and
 - v. by telephone call to the telephone number on file with the Authority; by electronic mail to an e-mail address on file with the Authority but only if the customer's express written consent to accept

PART IV: LEAD SERVICE LINE REMEDIATION

(C)

Reserved for Future Use.