

The Pittsburgh Water  
and Sewer Authority

Supplement No. 2  
Tariff Storm Water - Pa. P.U.C. No. 1  
Second Revised Page No. 1  
Canceling First Revised Page No. 1

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THE PITTSBURGH WATER AND SEWER AUTHORITY

RATES, RULES AND REGULATIONS GOVERNING

THE PROVISION OF STORM WATER COLLECTION, CONVEYANCE,

TREATMENT AND/OR DISPOSAL SERVICE

TO THE PUBLIC IN THE TERRITORY DESCRIBED HEREIN

Issued: November 15, 2022 Effective: January 14, 2023

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1200 Penn Avenue, Pittsburgh, PA 15222  
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NOTICE

This tariff makes changes in rules and regulations as approved  
by the Commission in its Final Order dated July 14, 2022 at  
Docket Nos. M-2018-2640802 and M-2018-2640803

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LIST OF CHANGES

**PART II: DEFINITIONS (PAGE NOS. 18, 18A, 19, 19A, 24, 25 AND 29)**

Revised definitions of Applicant and Customer to reflect 66 Pa.C.S. § 1403. Revised definitions of Occupant and Person and added definition of Automatic Meter Reading to reflect 52 Pa. Code § 56.2. Revised definition of Protected-Tenant to remove statement that the 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.

**PART III: RULES AND REGULATIONS, SECTION A - STORM WATER SERVICE, PARAGRAPH NO. 3 - SERVICE STIPULATIONS FOR RESIDENTIAL TENANTS AND NON-OWNER OCCUPANTS (PAGE NOS. 31, 32 AND 32A)**

Revised to reflect that PWSA will not require payment of an outstanding balance as a condition of furnishing new service unless the applicant is legally responsible for the outstanding balance.

Revised to reflect that Tenants or Non-Owner Occupants may become customers by submitting either an Owner/Tenant Form or other proof of tenancy, and identifying forms of proof of tenancy that may be provided to establish service.

Added a term stating that PWSA will notify the Tenant applicant of the option to opt-out of notices being sent to the property owner, and identifying the limited notices that may be sent to the property owner if the Tenant applicant or Tenant customer opts-out.

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List of Territories Served

The City of Pittsburgh.

PART I: SCHEDULE OF RATES AND CHARGES

Section A - Storm Water Management Service Charge

Section A.1 - Residential Service

1. Applicability:

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

2. Availability:

The rates under this schedule are available to residential customers.

3. Rate:

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

Service Charge

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

Section A.2 - Non-Residential Service

1. Applicability:

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

2. Availability:

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

3. Service Charge:

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

Calculation of Service Charge

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

Where:

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

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

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

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



Section B - Storm Water Management Service Charge Credits

B.1 - Residential and Non-Residential Credit

1. Applicability:

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

2. Availability:

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

3. Determination of Credit:

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

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

4. Terms:

Application

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

Site Inspection

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

Maintenance

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

Credit Expiration

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

Credit Transfer

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

Section C - Returned Check Charge

A charge of \$20.00 will be assessed any time where a check which has been presented to the Authority for payment on account has been returned by the payor bank for any reason if the customer has not paid a returned check charge under PWSA's water or wastewater tariff.

Section D - Reserved

Section E - Reserved

Section F - Reserved

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

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

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

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

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

1. Processing Fees

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

\*Assessed per account.

**Dye Test Application Processing Fees**

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

2. Penalties

Illegal Connection - \$60.00  
Residential

Illegal Connection - \$110.00  
Commercial

3. Failure to Cleanup and Remedy Prohibited Discharges Charge:

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

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

4. Activities Related to Permits/Approvals Issued by PWSA

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

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

\*Expedited = guaranteed review within 15 business days

**b. Residential Permit** - for new storm water taps or reconnecting to existing storm water service

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

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

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

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

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

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

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

Section I - Reserved for Future Use

Section J - New Automatic Payment Enrollment Credit

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



Rider BDP - Bill Discount Program (Residential)

1. Bill Discount Program: This rider is a program designed to enroll residential ratepayers who satisfy the criteria set forth below in a monthly discounted rate program.
  
2. Availability: This rider is available for a Residential customer that meets the low-income criteria of annual household gross income at or below 150% based on the Federal Poverty Level.
  - a. A residential ratepayer who meets the eligibility criteria should complete an application for the Bill Discount Program.
  - b. Eligible customers may be asked to verify income every two years.
  
3. Rate (Storm Water Service Charge): The Storm Water Service Charge for residential customers pursuant to Rider BDP for participants with income at or below 150% of the Federal Poverty Level will pay 15% of the applicable Storm Water Service Charge under Part I, Section A.1 (which represents an 85% discount off the service charge). Any other rates, fees and charges will be at the prevailing amounts under this tariff.

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PART II: Definitions

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

1. ALCOSAN: The Allegheny County Sanitary Authority, Allegheny County, Pennsylvania.
2. Applicant: A natural person at least 18 years of age not currently receiving service who applies for residential service provided by the Authority or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested. The term does not include a person who, within 30 days after service termination or discontinuance of service, seeks to have service reconnected at the same location or transferred to another location within the service territory of the Authority. (C)
3. Authority or PWSA: The Pittsburgh Water and Sewer Authority, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania.
4. Authority Collection Main: The Authority has a duty to operate, maintain, inspect, repair, replace or abandon only those Wastewater Collection Mains that are a part of or connected to the public Wastewater collection, transmission and conveyance and that fall into one of the following classifications: (1) Wastewater Collection Mains leased to the Authority by the City under the Capital Lease Agreement effective July 27, 1995, as amended; (2) Wastewater Collection Mains constructed by the City or the Authority for public use since July 27, 1995; and (3) Wastewater Collection Mains dedicated to public use and accepted by the Authority on or after July 27, 1995.

*[text previously on this page moved to next page]* (C)

**(C) - Change**

5. Authority Storm Water Sewers or Public Storm Sewers: The Authority has a duty to operate, maintain, inspect, repair, replace or abandon only those Storm Sewers that are a part of or connected to the public Sewer System and that fall into one of the following classifications: (a) Storm Sewers leased to the Authority by the City under the Capital Lease Agreement effective July 27, 1995, as amended; (b) Storm Sewers constructed by the City or the Authority for public use since July 27, 1995; and (c) Storm Sewers dedicated to public use and accepted by the Authority on or after July 27, 1995.
  
6. Automatic Meter Reading: Metering using technologies that automatically read and collect data from metering devices and transfer that data to a central database for billing and other purposes. (C)
  
7. Best Management Practices or BMPs: Activities, facilities, designs, measures, practices, procedures, or combination thereof determined to be the most effective and practicable used to manage storm water runoff, control sediment, stabilize soil, reduce nonpoint source pollution and/or meet state water quality requirements. Refer to Pennsylvania Department of Environmental Protection's suggested guidelines for storm water quality as defined in the current edition of the Pennsylvania Stormwater Best Management Practices Manual.

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8. Bona Fide Service Applicant: (For Line Extension Purposes) A person or entity applying for wastewater conveyance service or a storm water line extension to an existing or proposed structure served by PWSA as of December 21, 2017 for which a valid occupancy or building permit has been issued if the structure is either a primary residence of the applicant or a place of business. An applicant shall not be deemed a bona fide service applicant if:
  - a. Applicant is requesting wastewater conveyance service or storm water line extension 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.
9. 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.
10. City: The City of Pittsburgh, Pennsylvania.
11. City Lien Verification Letter: A written letter from the City to a Person regarding any liens, claims, or taxes due the City from that Person.
12. Combination Sewer or Combined Sewer: Sewers designed and built to carry sanitary sewage and/or industrial waste combined with storm water.

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13. 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.
14. Commission or PUC: The Pennsylvania Public Utility Commission.
15. Customer: A natural person at least 18 years of age in whose name a residential service account is listed and who is primarily responsible for payment of bills rendered for the service or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested. The term includes a person who, within 30 days after termination or discontinuance of service, seeks to have service reconnected at the same location or transferred to another location within the service territory of the Authority. Customers are classified as either residential or non-residential. **(C)**
16. Customer Facilities: The portion of any collection and/or conveyance asset connected to the Authority's facilities from a property which is owned and maintained by one or more Customers or property owners.

**(C) - Change**

15. Design Storm: The magnitude and temporal distribution of precipitation from a storm event measured in probability of occurrence and duration, used in the design and evaluation of storm water facilities, best management practices, conveyance systems, and controls.
16. Developed Property: A parcel altered from a natural state that contains an impervious area from manmade changes including but not limited to, buildings, structures, gravel, and pavement equal to or greater than 400 square feet.
17. Developer: Any person(s) requesting an extension to provide service to an existing property or group of properties where service is to be provided to a property or structure other than a preexisting residential property or structure. This term also includes any person converting undeveloped property into developed property.
18. Direct Connection: Customer facilities that discharge storm water into Authority facilities through any method other than sheet flow. Direct Connections include, but are not limited to, physical connections between Customer facilities and Authority facilities.
19. Dye Test: A commonly accepted plumbing test whereby a nontoxic, non-staining dye is introduced into the surface Storm Water collection system of real property to determine if any surface Storm Water is entering the Sanitary Sewer system. The term "Dye Test" shall include any other reasonable and appropriate testing methodologies (excluding the use of smoke testing to detect roof leaders) acceptable to the Authority to determine if surface Storm Water is entering the Sanitary Sewer system.
20. Dye Testing Ordinance: City Ordinance No. 3 of 2006, adopted March 28, 2006, effective July 5, 2006, as codified in Title Four, Public Places and Property, Article III Sewers, Chapter 433, Illegal Storm Water Connections, of the Pittsburgh Code, and includes any amendments thereto.
21. Dye Testing Results Form: The form provided by the Authority to any person who has applied for evidence of compliance for a property served by a Sanitary Sewer, completed by a Registered Plumber.

22. Dwelling Unit: An individual housing unit on or in a Residential Property such as a single-family home or a single apartment within a multi-unit apartment building or mixed use building.
23. Equivalent Residential Unit (ERU): Unit of measurement that standardizes the amount of impervious area on a property to the typical amount of impervious area found on one residential parcel. The Authority equates 1 ERU to 1,650 square feet of impervious area.
24. Evidence of Compliance Statement: A written letter or statement from the Authority confirming that it has on file a completed Dye Testing Results Form or other statement by a Registered Plumber certifying that there are no Illegal Surface Storm Water Connections to the Sanitary Sewer system on the property that is the subject of the application or statement.
25. Extension: An addition to the Authority's facilities to extend service within the Authority's service territory to accommodate more than one Customer.
26. Facilities or Authority Facilities: All plant and equipment of the Authority, including all tangible and intangible, real and personal property without limitation, and any and all means and instrumentalities in any manner owned, operated, leased, licensed, used, controlled, furnished, or supplied for, by, or in connection with, the business of the Authority. This term does not include Customer Facilities.
27. Facility Owner: The person(s) responsible for operation and maintenance of a facility.
28. Garbage: Discarded solid waste generated by human activity including, among other things, paper, plastics, metals and food matter.
29. Ground Water: Water located beneath the ground surface that emanates from sources other than the Authority's water or wastewater systems.
30. Guaranteed Lessee: A non-residential Tenant to whom a Property Owner has made an assignment of possessory rights by

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

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



- b. Is a cause of a violation of a requirement of the Authority's NPDES permit(s) - including an increase in the magnitude or duration of a violation - or of the prevention of biosolids use or disposal in compliance with the following statutory provisions and regulations or permits issued there under - or more stringent State or local regulations:
  - i. Section 405 of the Clean Water Act (33 U.S.C.A. § 1345).
  - ii. The Solid Waste Disposal Act (SWDA) (42 U.S.C.A. §§ 6901 - 6987), including Title II, more commonly referred to as the Resource Conservation and Recovery Act of 1976 (RCRA).
  - iii. Regulations contained in the State's biosolids management plan prepared under Subtitle D of the SWDA, the Clean Air Act (42 U.S.C.A. §§ 7401 - 7642), the Toxic Substances Control Act (15 U.S.C.A. §§ 2601 - 2629) and the Marine Protection, Research, and Sanctuaries Act of 1972 (16 U.S.C.A. §§ 1431 - 1434; 33 U.S.C.A. §§ 1401, 1402, 1411 - 1421 and 1441 - 1445).
- 30. Land Survey: A land survey completed by a Pennsylvania-registered land surveyor that shows a property's gross area, impervious area and types of surface materials, as appropriate, and any other information required by the Authority.
- 31. Lateral, Customer Lateral or Sewer Lateral: Wastewater or storm water lines that connect a property to the Authority's Collection Mains and carry sewage and/or storm water from one or more buildings or Premises to the Authority's Collection Mains.
- 32. Main or Sewer Main or Wastewater Collection Main: Collection and transmission pipelines and related equipment and facilities, generally located in streets, public ways, or easements, that are used to collect and convey Sewage and/or Storm Water. Mains may be either Authority Collection Mains or Private Collection Mains.

33. Main extension: (For Line/Main Extension Purposes) An addition to the Authority's Wastewater Collection Main(s) which is necessary to serve the Premises of a new Customer.
34. Meter: Any device for the purpose of recording water consumption or the volume of wastewater discharged into a Wastewater Collection Main. This term includes, but it is not limited to any certified device used by the Authority, or by the Commission or for the purpose of measuring water, sewer or wastewater usage.
35. Municipal Separate Storm Sewer System or MS4: Municipally owned and maintained real property, infrastructure or natural features used and/or constructed for purposes of transporting, conveying, retaining, detaining, or discharging storm water runoff, fully separate of any wastewater collection system, subject to NPDES permitting requirements. See also Title 40 of the Code of Federal Regulations (CFR) 122.26 and CFR 122.30-122.37.
36. Non-residential Property: Any property which is not considered residential property.
37. Non-residential Service: Storm Water service supplied to any property that is not considered residential property.
38. National Pollutant Discharge Elimination System or NPDES Permit: National Pollutant Discharge Elimination System permit or equivalent document or requirement issued by the Environment Protection Agency, or if appropriate, by the Pennsylvania Department of Environmental Protection, to regulate the discharge of pollutants under Section 402 of the Clean Water Act (33 U.S.C.A. § 1342).
39. Nuisance: A public nuisance as known in common law or in equity jurisprudence; whatever is dangerous to human life or detrimental to health or the environment.
40. Occupant: A natural person who resides in the premises to which public utility service is provided. (C)

**(C) - Change**

41. Owner: The person having an interest as owner, or a person representing themselves to be the owner, whether legal or equitable, sole or partial, in any Premises that are or are about to be supplied with water, wastewater conveyance, or storm water service by the Authority.
42. Person: An individual, partnership, corporation, association, including any lessee, assignee, trustee, receiver, executor, administrator and other successors in interest. (C)
43. Plumbing Code: The Allegheny County Health Department's Rules and Regulations for Plumbing and Building Drainage, Article XV, as amended, together with the International Building Codes for residential and commercial plumbing that Article XV amends or revises.
44. Pollutants: Contaminants typically found in storm water runoff collected from overland flow or by contamination including, but not limited to, sediments, hydrocarbons, trash, nutrients, and metals.
45. Point of Service: The point at which storm water runoff originating from one or more properties enters the Authority's facilities. Such entry may be at an approved direct connection or other Authority storm water collection inlets or retention structures.
46. Private Collection Main: Any Main that is not an Authority Collection Main.
47. Private Storm Water Sewers or Private Storm Sewers: Any Storm Water Sewer that is not an Authority Storm Water Sewer.
48. Premises: Unless otherwise indicated, the Customer's property.
49. Property: Any parcel of land owned in fee simple absolute, including any home(s), condominium(s), homeowner's association or building(s) affixed thereto, which is delineated by the description contained on the recorded deed,

**(C) - Change**

and which may be further delineated by any public roads. Each property is either a developed property or an undeveloped property.

50. Property Owner: The person having an interest as owner, or a person representing themselves to be the owner, whether legal or equitable, sole or partial, in any property that is provided Storm Water service by the Authority.
51. Registered Plumber: A plumber registered and certified by the Commonwealth of Pennsylvania and the Allegheny County Health Department.
52. Remote Reading Device: The device that is generally affixed to the outside of a Premises or a meter installation and remotely collects and transmits Meter data. It is considered part of the Meter and meter reading equipment.
53. Residential Customer: See definition of *Residential Property*.
54. Residential Property: Property used exclusively for residential purposes with at least one and no more than four dwelling units and which cannot be classified as condominium property. Each residential property is considered to be a residential customer.
55. Residential Service: Storm water service supplied to a residential property.
56. Residential Tenant: A Person who leases a Dwelling Unit in a Residential Property pursuant to a current lease agreement.
57. Regulatory Agency: Agencies, including but not limited to the Pennsylvania Public Utility Commission (PUC), the Pennsylvania Department of Environmental Protection (DEP), U.S. Environmental Protection Agency (EPA), and the river basin commissions, which have authority over the operations and/or discharges into and/or from the Authority's Storm Water system. This term also includes any local, state or federal government agency with jurisdiction over a property.
58. Runoff: Any water flow, resulting from either naturally occurring precipitation, snowmelt or human activity, that

does not immediately infiltrate into the ground and travels along the ground surface potentially picking up pollutants until it has infiltrated, collected or reaches a receiving water body.

59. Sanitary Sewers: Those portions of the Sewer System in the City of Pittsburgh that were designed and built to carry sanitary sewage and/or industrial waste separately from Storm Water discharge, and portions of the Sewer System designated as Sanitary Sewers by the Authority.
60. Service, Storm Water Service, or Storm Water Management Service: Operation, maintenance, monitoring, regulation, or improvement of overland or underground infrastructure that conveys, supports, or provides relief to associated infrastructure that provides conveyance of storm water, whether that infrastructure also conveys wastewater or not.
61. Service Territory: The land area where the Authority has the exclusive right to provide storm water service.
62. Sewage: Wastewater that contains the waste products or other discharges from the bodies of human beings or animals and any noxious or deleterious substances harmful or inimical to public health or to animal or aquatic life, or to the use of waters for domestic water supply or for recreation, or which constitutes pollution under the Pennsylvania Clean Streams Law, Act of June 22, 1937, P.L. 1987, as amended.
63. Sewer System: The entire system consisting of the Authority Collection Mains and the Authority Storm Water Sewers.
64. Special Utility Service: Residential or business service which exceeds that required for ordinary residential purposes.
65. Sheet Flow: Runoff which flows over the ground surface as a thin layer, not concentrated in a channel.
66. Storm Water: Drainage or runoff resulting from precipitation or snow or ice melt.
67. Storm Water Collection System or Storm Water Sewers: A separate network of gutters, ditches, swales, pipes and

inlets which receives discharges of storm water and/or conveys surface water, subsurface drainage or storm water from buildings, grounds, parking lots, streets, etc. but excludes sewage. Storm Water Collection System may be Authority Storm Water Sewers or Private Storm Water Sewers.

68. Storm Water Credit: A conditional reduction to the storm water management service charge available to a Customer for implementing certain eligible property conditions or controls that reduce the property's demand for service.
69. Storm Water Management Facility or SWM Facility: Any structure, natural or man-made, that, due to its condition, design, or construction, conveys, stores, infiltrates, evaporates, transpires, cleans, or otherwise affects storm water runoff.
70. Street: Any cart way, road, highway, lane, avenue, court, cul-de-sac, alley public way or public square, including but not limited to streets that are dedicated to public use.
71. Surface Discharge: The discharge of Storm Water runoff from a property to an adjacent surface water body without the use of Authority infrastructure.
72. Storm Water Management Service Charge or SMSC: The service charge imposed by the Authority hereunder, as amended from time to time, against each Customer for the use of the storm water system and other storm water services provided by the Authority.
73. Tariff: All service rates, charges, rules and regulations issued by the Authority, together with any supplements or revisions thereto, officially approved by the Commission and contained in this document.
74. Temporary Evidence of Compliance Statement: An Evidence of Compliance Statement issued under those circumstances and conditions detailed in these Rules and Regulations.
75. Tenant: A Person or entity leasing Premises pursuant to a current lease agreement.

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76. Protected-Tenant: A Residential Tenant, not a Customer, whose Dwelling Unit and water/sewer service at the time of rental, and who would be adversely affected by a shut off of service Protected-Tenants are covered by the Discontinuance of Service to Leased Premises Act (DSLPA), 66 Pa.C.S. § 1521, et. seq. 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. (C)
77. Undeveloped Property: Any property that is not considered developed property.
78. Vacancy Affidavit: A notarized statement by the Owner of a property certifying that the property has been vacant and water service has been terminated at the Curb Stop for a period in excess of 90 days.
79. Wastes: Any liquid, gaseous, or solid substances or combination thereof which are discarded, leached, or spilled substances or combination thereof including wastewater but excluding unpolluted, storm and ground waters.
80. Wastewater: Liquid waste discharged into the Sewer System by Dwelling Units or Non-Residential Properties, including wash water, Sewage, and other contaminants.

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PART III: RULES AND REGULATIONS

Section A - Storm Water Service

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

1. Service Application Required: The Authority may require applications for service to be completed in writing on a form(s) provided by the Authority and signed by the Owner or Occupant of the property, as outlined in these Rules and Regulations and as otherwise provided in the Authority's Supplemental Service Conditions.
  - a. Service Conditions: The Authority will furnish service only in accordance with its PUC Approved Tariff and Supplemental Service Conditions, which are made a part of every application, contract, agreement, or license entered into between the Owner or Customer and the Authority. All such changes to these Supplemental Service Conditions will be a part of every application, contract, agreement or license for water, sewer, and storm water service in effect at the time such changes are adopted by the Authority.
2. Change in Ownership or Tenancy: Customers shall be responsible for storm water service charges until the Authority obtains evidence of a recorded land transfer, or upon any change in the identity of the Customer. The Authority shall consider the date of the change in ownership as the date of title transfer established by the record deed or otherwise established by sufficient evidence to show title to the property.
  - a. Date of eligibility to Assume Ownership: The Owner of a Dwelling Unit becomes a Customer as of the date of property title transfer established by the record deed or otherwise established by sufficient evidence to show the Owner's title to the property.
  - b. Unpaid Account Balances: The Authority may require, as a condition of furnishing service to an Owner, the



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. The Authority may require, as a condition of furnishing residential service to a Tenant or Non-Owner Occupant: (C)
- i. 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.
- ii. 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.
- b. For Residential Tenants and Non-Owner Occupants seeking to become a customer at a property with an outstanding balance, the Authority will isolate the existing debt and pursue payment through its lien process and/or from the property owner or any prior tenant who incurred the outstanding charges. (C)
- 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: (C)
- i. (C)
- i. Either an Owner/Tenant form, or provide other proof of tenancy.

- ii. Other proof of tenancy that may be provided to establish service as a customer includes: (C)

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- A copy of the lease, or, in lieu of a written lease, a written or oral attestation of the property owner; or (C)
  - A driver's license, photo identification, medical assistance, or food stamp identification or any similar document issued by any public agency which contains the name and address of the tenant; or
  - Other utility bill or bank statement with the customer's name and address.
- d. The Authority may notify the Property Owner if Residential Tenants and Non-Owner Occupants are delinquent in paying amounts due to the Authority.
- e. The Authority will notify the Tenant Applicant that the property owner will receive copies of bills and notices related to the account, including high consumption notices and any termination notices. (C)
- f. The Authority will notify the property owner at the time a tenant becomes a customer of the addition of the tenant and the information that will be shared with the property owner. If the tenant customer opts-out of the normal property owner notice process as described in subsection (g) below, the notice will inform the property owner of that selection. (C)

(C)

g. Beginning no later than February 8, 2023, the Authority will notify Tenant Applicants and Tenant Customers of the option to opt-out of the Authority sending the property owner copies of bills and other notices related to the account. For Tenant Applicants and Tenant Customers who opt-out of notices being provided to the property owner, the Authority will limit notices to the property owner to the following:

i. A new account past due notice identifying only the amount overdue, to be sent to the property owner 30 days after the date the unpaid charges were issued; (C)

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ii. If charges continue to remain unpaid, the Authority will send a copy of the 10-day notice and all subsequent non-payment notices to the property owner; (C)

iii. A copy of other notices, such as Waste of Water, Lead Service Line Replacement, or any other notice related to public safety, that require action by the property owner as a condition of the Authority continuing to provide service. (C)

iv. Upon being offered the option to opt-out, Tenants will be notified that property owners will continue to be provided with the notices listed in (i)-(iii) above. (C)

4. Service Stipulations for Non-Residential Customers

- a. The Authority accepts Non-Residential property Owners, their duly authorized agents or Guaranteed Lessees as Authority Customers.
- b. The Owner of a property is eligible to become a Customer when the Authority obtains evidence of a recorded land transfer established by the record deed
-

or otherwise established by sufficient evidence to show the Owner's title to the property.

- c. A tenant of a non-residential property who wishes to become a Non-Residential Customer of the Authority may apply to become a Guaranteed Lessee. A tenant applying for storm water service must submit:
  - i. names of the business' principals, official address, and a business license;
  - ii. satisfactory evidence of the Owner's consent to possession of the property by the tenant; generally, a copy of the lease agreement or other written evidence of the Owner's consent;
  - iii. written guarantee from the Owner assuring payment of any charges and fees billed to the tenant; and

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- iv. where violations of the Health Department Plumbing Code exist, certification by a Registered Plumber that necessary corrections have been made and that the Non-Residential Property is compliant with the applicable Plumbing Codes.
  - d. The Authority may notify the Property Owner if the tenant of a non-residential property is delinquent in paying amounts due to the Authority.
- 5. Application Forms: Application forms can be obtained at the Authority's local business office, presently located at 1200 Penn Avenue, Pittsburgh PA 15222; or by other means, as determined by the Authority.
- 6. Properties With Multiple Owners: Where a property has more than one owner, all property owners jointly and severally shall be responsible for payment of Authority charges. The Authority will not issue separate bills, divide applicable charges or take any other action to modify its standard policies and practices for such properties.

#### Section B - Construction and Maintenance of Facilities

- 1. Customer Lateral: The Customer Lateral shall be furnished, installed, maintained and/or replaced, when necessary, by and at the sole expense of the Customer. The Authority reserves the right to determine the size, location, type, material, and depth of Customer Laterals.
  - a. No person shall connect a private sewer, Storm Sewer or Sanitary Sewer to an Authority Sewer System without first obtaining a permit from the Authority.
  - b. No Person shall do any of the following without the written authorization of the Authority:
    - i. make an opening of any kind in an Authority Sewer Main; or
    - ii. make any connection with any Sewer Lateral.
  - c. The Authority may require the Owner of any structure located within the Authority's service area that has

access to a public Storm Sewer, Sanitary Sewer, or Combination Sewer to connect to the applicable public sewer or sewers by means of Sewer Laterals constructed, at the property Owner's cost, of materials and in a manner acceptable to the Authority and to the Health Department.

- i. No structure shall be used or occupied as a Dwelling Unit if the structure or Premises does not have an approved connection with the Authority's Sewer System or alternate sewage facilities approved by the Health Department.
2. Separate Trench: The customer lateral shall not be laid in the same trench with electrical, gas, drain or water pipe, the facilities of any other public utility or of any municipality or municipal authority that provides a public utility service, or within three (3) feet of any open excavation, unless a written exception is granted by the Authority.
3. Customer's Responsibilities: All customer laterals, connections and fixtures furnished by the Customer shall be maintained by the Customer in good working order. All equipment and appliances furnished by the Authority and on property owned or leased by the Customer shall be protected properly by the Customer. All leaks on the customer lateral or any pipe or fixtures in or upon the Customer's premises must be repaired immediately by the Customer.
4. Right to Reject: The Authority may refuse to connect with any piping system or furnish service through a lateral already connected if such system or lateral is not properly installed or maintained. The Authority, at any time, may request a Gravity Sewer Test be performed on the building lateral, at the sole expense of the owner, whenever it has evidence the lateral is leaking excessively, as determined by the Authority. Generally, leakage is considered excessive when the groundwater flow exceeds one hundred (100) gallon per inch of nominal diameter per mile of pipe per day. The Gravity Sewer Test shall be in accordance with Section 312.6 of the International Plumbing Code.®

5. Individual Laterals: Except as otherwise expressly authorized by the Authority and/or as expressly approved by the Health Department, each individual Customer shall be served only through a separate lateral connected directly to the Authority's conveyance main, and that lateral shall not serve any other Customer or premise. No additional attachment may be made to any customer's lateral for any purpose without the express written approval of the Authority.
6. Connection to Authority Conveyance Mains: No connection shall be made to the Authority conveyance main or detachment from it, except under the direction and control of the Authority's authorized representative or its agent. All such connections shall be the property of the Authority and shall be accessible to it and under its control.
  - a. All connections to the Authority's Sanitary Sewers, Combined Sewers, and Storm Sewers shall be made in conformity with plans and specifications approved by the Authority and shall be subject to the Authority's inspection.
  - b. Requirements for connections to Authority Sanitary Sewer, Combined Sewer, or Storm Sewer Mains for residential Development greater than a single-family residence or involving proposed flows of greater than 799 gallons per day, and for Non-Residential Properties, are contained In the Authority's Procedures Manual for Developers, which is incorporated in these Rules and Regulations and made a part hereof.
7. Privilege to Investigate/Right of Access: The Authority's authorized representatives shall have the right of access at all reasonable times to all parts of any premises connected with the Authority's Collection Mains and/or the Authority's Storm Sewers, including meters, manholes, Laterals and other property owned by it on the premises of the Customer, for the purpose of examining and inspecting connections and fixtures, including but not limited to BMPs pending credit approval, approved BMPs, for disconnecting service for any proper cause, for purposes of replacement, maintenance, operation or repair thereof, or for the purpose of examining and inspecting

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

Section C - Discontinuance of Service

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

Section D - Reserved For Future Use



Section E - Billing and Collection

1. Issuance of Bills: The Authority will bill each Customer within fifteen (15) days of the last day of each billing period.
2. Billing Due Date: The due date for payment of a bill for nonresidential service shall be no less than fifteen (15) days from the date of transmittal. The due date for payment of a bill for residential service shall be no less than twenty (20) days from the date of transmittal. If the last day for payment falls on a Saturday, Sunday or bank holiday, or on any day when the offices of the Authority are not open to the general public, the due date shall be extended to the next business day. Failure to receive a bill shall not relieve the Customer from their payment obligation. Pending credit applications shall not relieve the Customer from their payment obligation. The Authority may not impose a late-payment charge unless payment is received more than five (5) days after the stated due date.
3. Late Payment Charge: All amounts not paid when due shall accrue a late payment charge at the rate of 0.83 percent per billing period, not to exceed ten percent (10%) per year when not paid as prescribed in paragraph E.2 of this Section. Such charge shall be calculated every thirty (30) days thereafter only on the overdue portion of the bill excluding previous late charges.
4. Change in Billing Address: Where a Customer fails to notify the Authority of a change in billing address, the Customer shall remain responsible to remit payment by the billing due date.
5. Application of Payment: Utility bills rendered by the Authority shall include only the amount due for storm water service. Where a customer remittance to the Authority includes payment for any non-utility services, proceeds will be applied first to pay all out standing regulated utility charges. For customers receiving any combination of water, wastewater, and storm water services, any partial remittance will be applied in the following order: water, wastewater and storm water charges.

6. Return Check Charges: The Customer will be responsible for the payment of a charge for each time a check or automatic transfer of funds presented to the Authority for payment on that Customer's utility bill is returned by the payor bank for any reason including, but not limited to, insufficient funds, account closed, payment stopped, two signatures required, post-dated, stale date, account garnished, or unauthorized signature. This charge is in addition to any charge which may be assessed against the Customer by the bank with interest. Interest shall be calculated at the applicable rate for late payment charges.
  
7. Disputed Bills: In the event of a dispute between the Customer and the Authority with respect to any bill, the Authority will promptly make such investigation as may be required by the particular case and report the result to the Customer. The Customer is not obligated to pay the disputed portion of the bill during the pendency of the Authority's investigation. When the Authority has made a report to the Customer sustaining the bill as rendered, the Customer shall have fifteen (15) days from the date of such report in which to pay the bill. If the Authority determines that the bill originally rendered is incorrect, the Authority will issue a corrected bill with a new due date for payment. Any amounts received by the Authority in excess of the amount determined to be due by the Authority's investigation of the dispute shall be refunded to the Customer with interest computed at 1.5% per month.
  
9. ERU Adjustments: The determination of the number of ERUs or tier applicable to a customer may be adjusted from time to time as more accurate information is obtained or the condition of the property is altered, consistent with the following:
  - a. If an ERU adjustment will increase a Customer's bill, the following shall apply:
    - i. For ERU adjustments occurring outside of a base rate case filed with the Commission, the Authority will provide written notice to the Customer at least sixty (60) days in advance of the effective date of the ERU adjustment.

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

Section F - Reserved

Section G - Main Extensions

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

1. A Main Extension Applicant shall provide prior notice to the Authority. Notice shall be written and made on the application and permit forms contained in the Authority's Procedures Manual for Developers, which is located on the Authority's website. The appropriate forms can be completed and any applicable fees paid at the Authority's permit counter, First Floor, Penn Liberty Plaza I, 1200 Penn Avenue, Pittsburgh, PA 15222.
2. A Main Extension Applicant shall pay all applicable fees set forth in Part I, Section H 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).

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 52 Pa.C.S. § 5607(d) (24).

3. The Authority may, in its exercise of its sole discretion, require that construction shall not commence until the Main Extension Applicant has posted appropriate financial security in accordance with 53 Pa.C.S. § 5607(d) (23), (30).
4. The Authority may, in its exercise of its sole discretion, limit the availability of Storm Water line extensions to instances in which the necessary facilities and capacity to accommodate the extension are available.

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5. The Authority may, in its exercise of its sole discretion, require the Main Extension Applicant to reimburse the Authority for reasonable and necessary expenses the Authority incurs as a result of the extension. 53 Pa.C.S. § 5607(d)(30). (C)
6. Consistent with 53 Pa.C.S. § 5607(d)(30), where the Authority's system is to be extended at the expense of the owner of properties or where the Authority otherwise would construct customer facilities (other than water meter installation), a Main Extension Applicant shall have the right to construct the extension or install the customer facilities himself or through a subcontractor approved by the Authority, which approval shall not be unreasonably withheld. The Authority shall have the right, at its option, to perform the construction itself only if the Authority provides the extension or customer facilities at a lower cost and within the same timetable specified or proposed by the property owner or his approved subcontractor. Construction by the Main Extension Applicant shall be in accordance with an agreement for the extension of the Authority's system and plans and specifications approved by the Authority and shall be undertaken only pursuant to the existing regulations, requirements, rules and standards of the Authority applicable to such construction. Construction shall be subject to inspection by an inspector authorized to approve similar construction and employed by the Authority during construction. When a main is to be extended at the expense of the Main Extension Application, the Main 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.
7. Upon completion of construction, the Main Extension Applicant shall dedicate and the Authority shall accept the extension of the Authority's system if dedication of facilities and the installation complies with the plans, specifications, and regulations of the Authority and the agreement. 53 Pa.C.S. § 5607(d)(30).

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8. Where a Main Extension Applicant constructs or causes to be constructed at his expense any extension of a sewer or water system of an authority, the Authority shall provide for the reimbursement to the Main Extension Applicant when the owner of another property not in the development for which the extension was constructed connects a service line directly to the extension within ten years of the date of the dedication of the extension to the Authority in accordance with 53 Pa.C.S. § 5607(d) (31). **(C)**
9. 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).

Section H - Reserved

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Section I - Service Continuity

1. Regularity of Service: The Authority may, at any time, interrupt service in case of accident or for the purpose of making connections, alterations, repairs or changes, or for other reasons. The Authority will, pursuant to Commission regulations at 52 Pa. Code § 67.1 and as circumstances permit, notify customers to be affected by service interruptions. The Authority reserves the right to restrict the use of service whenever the public welfare may require it.

2. Liability for Service Interruptions:

a. Limitation of Damages: The Authority's liability to a Customer for any loss or damage from any excess or deficiency in the storm water service due to any cause other than willful misconduct or negligence by the Authority, its employees or agents shall be limited to an amount no more than the customer charge or minimum bill for the period in question. The Authority will undertake to use reasonable care and diligence in order to prevent and avoid interruptions in storm water service, but cannot and does not guarantee that such will not occur. The Authority shall not be considered in any manner an insurer of property or persons against loss or damage by storm water, or otherwise. The Authority shall not be liable in any action where the loss or damage involves an act of God, force majeure or does not involve a duty of the Authority.

b. Responsibility for Customer Facilities: The Authority shall not be liable for any loss or damage caused by reason of any breaks, leaks, stoppages or other defects in property owner or customer-owned facilities including pipes, joints, fixtures or other installations except

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

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

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

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

3. Inadequate Facilities

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

4. Interference with Authority Facilities

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



Section J - Waivers

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

Section K - Amendment of Commission Regulations

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

Section L - Prohibited conduct

1. No Person shall:
  - a. Damage, injure or displace, by willful, careless or negligent act, any Sanitary Sewer, Combined Sewer, or Storm Sewer operated and maintained by the Authority, or any portion or component thereof, or anything else pertaining to the Authority's Sewer System.
  - b. Throw, discard, discharge, or otherwise place or allow to flow or enter into the water of any fountain, pond, lake, stream, or other body of water in or adjacent to any park or any tributary, stream, Storm Sewer or drain flowing into such waters, any hazardous materials or other substances that the person knows or should know will result in pollution of the water.
  - c. Open, remove or in any way disturb or tamper with the lid, grate, or cover of any manhole, Inlet, or catch basin that is a part of the Authority's Sewer System.

2. No Person shall discharge or permit the discharge or infiltration of any of the following substances into any Authority storm drain or sewer:
  - a. mineral acids, waste acid, pickling or plating of liquors from the pickling or plating of iron, steel, brass, copper, or chromium, or any other dissolved or solid substances;
  - b. cyanides or cyanogen compounds capable of liberating hydrocyanic gas on acidification
  - c. gas tar, phenols in concentrations greater than 60 parts per million, residues from petroleum storage, refining or processing, excess fuel or lubricating oil, gasoline, naphtha, benzene, or explosive, flammable liquids, solids, or gases;
  - d. ashes, cinders, sand, mud, lime, or acetylene sludges, straw, shavings, metals, glass, rags, feathers, tar, plastics, wood, sawdust, paunch manure, hair, hides, dead animals, spent mash and grain, pulp from food processing, water or wastes containing excess grease, cement or cementitious materials, or any other solid, semi-solid, or viscous substances capable of causing obstruction to the flow in sewers or other Interference with the proper operation of the Authority's or ALCOSAN's facilities;
    - i. The combined concentration of oil and grease shall not exceed 200 parts per million.
  - e. sludges or other materials from septic tanks or similar facilities or from sewage or industrial waste treatment plants or from water treatment plants;

- f. garbage, whether ground or not;
  - g. water or wastes having a pH lower than 5.0 or higher than 10.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment, or individuals;
  - h. any industrial, commercial, or medical waste or discharge;
  - i. any waste that exceeds the naturally occurring background levels for alpha, beta, or gamma radiation or any Wastewater containing any radioactive wastes or Isotopes of half-life or concentration;
  - j. any wastes that are defined or listed as hazardous under the laws and regulations of the federal government or the Commonwealth of Pennsylvania; or
  - k. any noxious or malodorous liquids, gases, or solids that either singly or in combination with other wastes may create a public nuisance or adversely affect public health or safety.
3. Penalties and damages:
- a. In the event of any damage to the Authority's Collection Mains or the Authority's Storm Water Sewers caused by a Customer, such damage shall be immediately reported to the Authority and said Customer shall reimburse the Authority for the costs of repairs.
  - b. The Authority will refer to the City for prosecution as a summary offense any violation of Sections L.1 or L.2

above. Any Person who is found to have violated any of these tariff provisions shall, upon conviction, be punished by a fine of \$300.00 for each offense, recoverable with costs, and in default of payment of the fine and costs, shall be subject to imprisonment for a period not exceeding 30 days, in addition to any other remedies at law. Each day that a violation is continued shall constitute a separate offense. If the offender is a partnership or association, the penalty may be imposed upon the partners or members thereof. If the offender is a corporation, the penalty may be imposed upon the officers thereof.

- c. Any Person who willfully or negligently discharges or permits the discharge into an Authority sewer of any substance prohibited by Section L.2 shall be responsible for the containment, clean up, abatement, removal, and disposal of any pollutant or obstructing substance or material discharged into the Sewer System. The Authority shall give notice to such Person that a violation has occurred and shall require such Person to immediately contain, clean up, abate, remove, and dispose of the discharge. Such notice shall be sufficient if hand delivered or mailed to the Person at the person's last known address.
- d. If a Person notified under Section L.3.c fails to comply with the notice, the Authority may perform the containment, clean up, abatement, removal, and disposal of the discharge. Costs incurred by the Authority in such activities shall be charged to the Person notified.
- e. When the Authority determines that a discharge to the Sewer System in violation of this section has caused an imminent threat to human health or the environment, the Authority may contain, clean up, abate, remove, and dispose of any such discharge without prior notice. Costs incurred in such activities shall be charged to the Person who has violated this section L.

In addition, if there is a discharge of an explosive or flammable material or any other material which is highly toxic or creates a toxic gas so that there is imminent

danger to the personnel or property of the Authority or treatment process of ALCOSAN, or to the public or the environment, then the Authority shall take whatever action is necessary to halt service and to protect the life and property.

- f. When the Authority charges its costs to a Person under this section, such charges shall be due within 30 days of the date the bill is rendered. If the charges remain unpaid more than 30 days after the date the bill is rendered, a lien in the amount of the bill shall be recorded against the property causing the discharge.
  - g. The penalties and remedies contained in this section shall be cumulative, not exclusive. Further, the penalties and remedies contained herein shall be in addition to any other penalties or remedies available under federal, state, or local laws, regulations or ordinances.
4. No Owner or Occupant of any real property fronting a street shall fail to keep the street gutters open and clear of refuse, debris, snow, and ice, so as to prevent an obstruction of the street gutters.

PART IV: Compliance Statements

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

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

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

Section B - Applications for Evidence of Compliance Statement

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

Section C - Sales of vacant, undeveloped property

1. Where the real property proposed for sale is vacant property upon which no buildings or structures exist, the applicant for an Evidence of Compliance Statement shall so indicate and, within 7 business days of receipt of the application, the Authority shall conduct a visual inspection of the property to verify that there are no Illegal Surface Storm Water Connections.

2. If the Authority verifies upon visual inspection that there are no Illegal Surface Storm Water Connections on the property, the Authority shall issue an Evidence of Compliance Statement within 3 business days of the visual inspection.
3. If the Authority determines upon visual inspection that there are possible Illegal Surface Storm Water Connections on the property, then within 3 business days of the visual inspection, the Authority shall notify the applicant by Issuance of a letter that a Dye Test is required as provided under Section E of this Part.

Section D - Reserved

Section E - Dye testing

1. Except for visual inspection requests for vacant properties containing no buildings or structures pursuant to Section C or this Part, and sales that are exempt under the Dye Testing Ordinance, any Person selling real property located within the City shall have a Registered Plumber perform a Dye Test on the property to be sold.
2. Upon completion of the Dye Test, the Registered Plumber shall complete the Dye Testing Results Form confirming that the dye testing has been completed and certifying the results of the Dye Test.
3. If the Registered Plumber certifies that there are no illegal Surface Storm Water Connections on the property to be sold, the Authority shall issue a certified Evidence of Compliance Statement within 7 business days of the Authority's receipt of the properly completed Dye Test Results Form.
4. If the Dye Test reveals the existence of an illegal Surface Storm Water Connection, the Registered Plumber shall certify that there is an Illegal Surface Storm Water Connection on the real property.
5. If one or more illegal Surface Storm Water Connections exist on the real property, the Authority will not issue an Evidence

- of Compliance Statement until the connection or connections have been disconnected or removed as required by Part VI, Section E and the disconnection and removal has been certified by a Registered Plumber.
6. The Authority shall issue a certified Evidence of Compliance Statement within 7 business days of the Authority's receipt of:
    - a. a properly completed statement by a Registered Plumber describing and certifying the disconnection and removal of the Illegal Surface Storm Water Connection; or
    - b. verification that the real property in question is not located in an area served by Sanitary Sewers.
  7. A certified Evidence of Compliance Statement shall be valid for 3 years following the date of its Issuance. If any additions are made to the property within the 3 year period, certification that the addition has no Illegal Storm Water Connections shall be provided to the Authority by a Registered Plumber. Provided, however, that if the Evidence of Compliance Statement is issued because the property in question is served by a Combination Sewer, and the public sewers serving the property are divided into separate Sanitary Sewers and Storm Sewers within the 3-year period, then the Evidence of Compliance Statement will automatically expire.

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

1. In the event that weather conditions or other factors do not permit a Dye Test to be done in a timely manner, the sellers and the buyers of the real property may submit a signed agreement promising that dye testing will be completed as soon as conditions permit. The agreement must provide that the buyer of the real property will be responsible for the performance of the Dye Test.
2. An Application for a Temporary Evidence of Compliance Statement must be accompanied by the agreement and by a \$1,000.00 security deposit in the form of cash, certified check, or cashier's check to guarantee that the Dye Test will



be completed. The security deposit will be returned to the applicant after a Registered Plumber certifies that the Dye Test has been completed.

3. Once conditions permit the performance of the Dye Test, the test shall be performed, the results certified, and the Evidence of Compliance Statement Issued as provided in section E of this Part.

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

1. In the event an Illegal Surface Storm Water Connection is discovered during the performance of a Dye Test or otherwise, and the necessary remediation of the condition would require a length of time to perform such that it would create an undue hardship on the applicant to perform prior to the date of closing on the sale of the real property, the applicant may apply to the Authority for a Temporary Evidence of Compliance Statement, which must be accompanied by the following:
  - a. a bona fide, executed agreement between the applicant and a Registered Plumber requiring the Registered Plumber to complete the necessary remedial work to correct and/or disconnect and remove the Illegal Surface Storm Water Connection, and granting the Authority the right and power to enforce the contract as a third-party beneficiary;
  - b. a security deposit in the form of cash, a certified check, or a cashier's check in the amount of 120 percent of the contract described in Section G.1.a above, which will be held by the Authority in a non-interest bearing account and returned to the applicant upon the Authority's receipt of a properly completed statement by a Registered Plumber describing and certifying the disconnection and removal of the Illegal Surface Storm Water Connection; and
  - c. a written acknowledgement and notarized agreement in which the buyer agrees to be responsible for all cost overruns related to the remedial work, together with the

grant to the Authority of a license to enter upon the property to complete the work at the expense and cost of the buyer should the contractor or the applicant default on the agreement.

2. Should the Authority issue a Temporary Evidence of Compliance Statement, It will be effective for no more than 60 days. The expiration date of the Temporary Evidence of Compliance Statement will be clearly noted on the Statement.
3. Remediation of the Illegal Surface Storm Water Connections shall proceed as required by Sections E and F of this Part.
4. If, upon the expiration of the Temporary Evidence of Compliance Statement, the Authority has not received certification from a Registered Plumber that the Illegal Surface Storm Water Connection has been remedied, then the Authority may use the cash security, or a portion of the cash security, to have the required remedial work completed. Any balance remaining in the security deposit will be returned to the buyer. Any additional cost of the remedial work, in excess of the security deposit, will be the sole and exclusive responsibility of the buyer and will constitute a lien against the property.

#### Section H - Rejection of applications

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

Section I - Application appeals

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

Section J - Fees

1. All applications for an Evidence of Compliance Statement or Temporary Evidence of Compliance Statement or for visual inspection by the Authority shall be accompanied by the appropriate application fee set from time to time by the Authority. No application shall be processed by the Authority if it is not accompanied by the applicable fee.
2. Fees for applications for Evidence or Temporary Evidence of Compliance are set forth in Part I, Section H of this tariff.

PART V: Storm Water

Section A - Ownership and maintenance of Storm Sewers

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

Section B - Illegal Surface Storm Water Connections

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

Section C - Permit requirements of other government entities

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

Section D - Methods of Illegal Surface Storm Water  
disconnections

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

Section E - Completion of illegal Surface Storm Water  
disconnections

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

Section F - Illegal connections to public Storm Sewers

1. No Person shall construct, Install, maintain, repair, operate, or use any drain or conveyance, whether on or below the surface, that allows any non-Storm Water discharge, including the discharge of Sewage, process Wastewater, or wash water, to enter the public Storm Sewers operated and maintained by the Authority. This prohibition expressly includes, without limitation, connections made prior to the effective date of the Dye Testing Ordinance and/or prior to the effective date of these Rules and Regulations.
  
2. Provided they do not significantly contribute to pollution of the waters of the Commonwealth, the following discharges may enter the Storm Sewers:
  - a. discharges from firefighting activities;
  - b. potable water from sources such as de-chlorinated water lines and fire hydrant flushing;
  - c. air conditioning condensate
  - d. pavement wash waters, unless contaminated by toxic or hazardous materials or detergents;
  - e. flow from watering of lawns, unless contaminated by fertilizers or by toxic or hazardous materials;
  - f. dechlorinated swimming pool discharges;
  - g. water from car washing on Residential Property, unless contaminated by detergents or toxic or hazardous materials;
  - h. water from external washing of Residential or Non-Residential Properties, unless contaminated by detergents or toxic or hazardous materials;
  - i. Irrigation drainage, unless contaminated by fertilizers or by toxic or hazardous materials;
  - j. water from crawl space pumps, unless contaminated by toxic or hazardous materials;
  - k. uncontaminated water from foundations or from footing drains;
  - l. uncontaminated springs;
  - m. uncontaminated flows from riparian habitats or wetlands;
  - n. uncontaminated groundwater; and

- o. any activity authorized by a valid Pennsylvania permit for discharge to the waters of the Commonwealth.
- 3. Should the Authority, the City, or the Commonwealth Department of Environmental Protection determine that any of the discharges otherwise permitted by Section F.2 significantly contribute to the pollution of the waters of the Commonwealth, then the Authority, the City or the Department of Environmental Protection will notify the responsible Person to cease the discharge.