

Sarah C. Stoner  
717.237.6026  
[sstoner@eckertseamans.com](mailto:sstoner@eckertseamans.com)

April 1, 2021

**Via Electronic Filing**

Rosemary Chiavetta, Secretary  
PA Public Utility Commission  
P.O. 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 and M-2018-2640803

Petition of the Pittsburgh Water and Sewer Authority for Approval of Its Long-Term Infrastructure Improvement Plan; Docket Nos. P-2018-3005037 and P-2018-3005039

Dear Secretary Chiavetta:

Enclosed please find The Pittsburgh Water and Sewer Authority's ("PWSA") Tariff Supplement No. 6 to Tariff Water – Pa. P.U.C. No. 1. This Tariff Supplement implements provisions directed in the Commission's February 4, 2021 Opinion and Order ("Order") in the above-referenced matter.<sup>1</sup> Copies to be served in accordance with the attached Certificate of Service.

Sincerely,

*Sarah C. Stoner*

Sarah C. Stoner

Enclosure

cc: Certificate of Service w/enc.

---

<sup>1</sup> In further compliance with the Order, PWSA is filing under separate cover: (1) an amended page to its Stage 1 Compliance Plan; and (2) Amended Appendix C (Lead Infrastructure Plan) to its Long-Term Infrastructure Improvement Plan.

## CERTIFICATE OF SERVICE

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

### Via Email Only

Sharon Webb, Esq.  
Erin K. Fure, Esq.  
Forum Place Building  
555 Walnut Street, 1st Floor  
Harrisburg, PA 17101  
[swebb@pa.gov](mailto:swebb@pa.gov)  
[efure@pa.gov](mailto:efure@pa.gov)

Christine Maloni Hoover, Esq.  
Erin L. Gannon, Esq.  
Lauren E. Guerra, Esq.  
Office of Consumer Advocate  
555 Walnut St., 5<sup>th</sup> Fl., Forum Place  
Harrisburg, PA 17101-1923  
[choover@paoca.org](mailto:choover@paoca.org)  
[egannon@paoca.org](mailto:egannon@paoca.org)  
[lguerra@paoca.org](mailto:lguerra@paoca.org)

Gina L. Miller, Esq.  
Bureau of Investigation & Enforcement  
Commonwealth Keystone Building  
400 North St., 2<sup>nd</sup> Floor West  
Harrisburg, PA 17120  
[ginmiller@pa.gov](mailto:ginmiller@pa.gov)

Elizabeth R. Marx, Esq.  
John W. Sweet, Esq.  
The Pennsylvania Utility Law Project  
118 Locust St.  
Harrisburg, PA 17101  
[pulp@palegalaid.net](mailto:pulp@palegalaid.net)

Susan Simms Marsh, Esq.  
Pennsylvania-American Water Company  
852 Wesley Drive  
Mechanicsburg, PA 17055  
[Susan.marsh@amwater.com](mailto:Susan.marsh@amwater.com)

Michael A. Gruin, Esq.  
Stevens & Lee  
17 North Second St., 16<sup>th</sup> Fl.  
Harrisburg, PA 17101  
[mag@stevenslee.com](mailto:mag@stevenslee.com)

Brian Kalcic  
Excel Consulting  
225 S. Meramec Ave., Suite 720T  
St. Louis, MO 63105  
[Excel.consulting@sbcglobal.net](mailto:Excel.consulting@sbcglobal.net)

Peter J. DeMarco, Esquire  
Cecilia Segal, Esquire  
Natural Resources Defense Council  
1152 15th Street, NW, Ste. 300  
Washington, DC 20005  
[pdemarco@nrdc.org](mailto:pdemarco@nrdc.org)  
[csegal@nrdc.org](mailto:csegal@nrdc.org)

Michelle Nacarati Chapkis  
Mayor's Blue Ribbon Panel on Restructuring  
the PWSA Care of Women for a Healthy  
Environment  
5877 Commerce St.  
Pittsburgh, PA 15206  
[michelle@womenforahealthyenvironment.org](mailto:michelle@womenforahealthyenvironment.org)

*Sarah C. Stoner*

---

Sarah C. Stoner, Esq.

April 1, 2021

**PWSA Water Tariff  
Supplement No. 6  
[Clean Version]**

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 1, 2021

Effective:

April 5, 2021

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

NOTICE

Filed in compliance with the Order of the Pennsylvania Public  
Utility Commission entered February 4, 2021 at Docket No. M-  
2018-2640802.

This tariff makes changes to existing rules and regulations  
regarding Lead Service Line Remediation as approved at Docket  
No. M-2018-2640802 and set forth in Amended Appendix C to the  
Authority's 5-Year Long-Term Infrastructure Improvement Plan  
approved at Docket No. P-2018-3005037.

**LIST OF CHANGES**

**LIST OF CHANGES**

Revised Page 2A

**PART VI: LEAD SERVICE LINE REMEDIATION (PAGE NOS. 63-69)**

Text added and modified regarding Lead Service Line Remediation as approved or directed at Docket No. M-2018-2640802 and set forth in Amended Appendix C (Lead Infrastructure Plan) to the Authority's 5-Year Long-Term Infrastructure Improvement Plan.

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

**PART VI: LEAD SERVICE LINE REMEDIATION (PAGE NO. 70)**

New Page 70 contains text previously contained on Page 69. Text modified to reflect "stand in the shoes" rights exception for non-owner occupied properties.

**LIST OF CHANGES (con't)**

**(C)**

Reserved for Future Use.

**(C) = Change**

PART VI: LEAD SERVICE LINE REMEDIATION

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

(C) = Change

2. Lead Infrastructure Plan:

- a. Notwithstanding Part III, Section B.1 of this Tariff, the Authority will replace Customer Lead Service Lines pursuant to its Lead Infrastructure Plan (as approved at Docket No. M-2018-2640802 and set forth in Appendix C to the Authority's 5-Year Long-Term Infrastructure Improvement Plan approved at Docket No. P-2018-3005037, hereinafter "Lead Infrastructure Plan"), subject to an expenditure cap of \$11.0 million per year. The Authority may modify its annual expenditure cap for Customer Lead Service Line replacements with Commission approval. The costs incurred by the Authority to undertake remediation efforts pursuant to its Lead Infrastructure Plan shall be recoverable in rate proceedings. (C)
- b. PWSA's Lead Infrastructure Plan is in effect until December 31, 2026, and applies to any Lead Service Line (1) serving any Residence and non-residential properties where specified; (2) of which PWSA is aware; (3) the replacement of which is operationally feasible; and (4) the Property Owner authorizes the replacement or replaces the line in accordance with PWSA policy or, PWSA is otherwise authorized to replace the line in accordance with this Tariff. (C)

**(C) = Change**



3. Replacement of Customer Lead Service Lines:

Eligibility for replacements and reimbursements under Part VI, Section 3(a)-(b) will end on December 31, 2021. (C)

- a. Customers who received a Partial Lead Service Line Replacement at their Residence after February 1, 2016 due to a PWSA action, such as, for example, a lead service line replacement contract, PWSA operation replacement or water main replacement, will be eligible to have their Customer Lead Service Line replaced by PWSA, at no direct cost to the customer. (C)
- b. For customers who elected to replace their Customer Lead Service Line at their Residence as a result of a PWSA Public Lead Service Line replacement between February 1, 2016 and December 31, 2018, PWSA will offer a direct reimbursement for costs incurred up to a maximum of \$5,500. (C)
- c. For ad hoc replacements initiated by customers between February 1, 2016 and December 31, 2018, PWSA will not offer reimbursement. An "ad hoc replacement" refers to when a Property Owner elects on their own initiative to arrange for the replacement of a Customer Lead Service Line when PWSA is not then-currently replacing the public side of the line.

**(C) = Change**

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

**(C) = Change**

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

**(C) = Change**

g. Customer Lead Service Line on Multiple Properties

(C)

When, pursuant to the Lead Infrastructure Plan, PWSA is replacing a Customer Lead Service Line at no direct cost to the property owner, and the Customer Lead Service Line crosses one (or more than one) property to access another, PWSA will:

- i. Attempt to obtain approval from all property owners to allow the work necessary to replace the Customer Lead Service Line; and
- ii. Evaluate solutions available to install conforming service lines.

If PWSA is unable to obtain the neighboring property owner or owners' consent, and there is no other viable and economic solution (to be determined in PWSA's sole discretion) such as installing conforming service lines, PWSA will commence procedures to terminate service to the neighboring property owner or owners' property pursuant to this Tariff and the Lead Infrastructure Plan.

(C)

PWSA will complete or suspend the termination of the neighboring property owner's water service as set forth in section (f) above.

(C)

**(C) = Change**

h. Non-Owner Occupied Properties

(C)

The Authority may stand in the shoes of the property owner and is authorized to replace a Customer Lead Service Line when:

- i. PWSA has offered pursuant to this Tariff to replace at no direct cost to the property owner a Customer Lead Service Line;
- ii. The property is not occupied by the legal owner of the property; and
- iii. The Authority has made attempts to obtain authorization for the Customer Lead Service Line replacement pursuant to this Tariff and the Lead Infrastructure Plan and (i) the legal owner can not be identified; (ii) the legal owner can not be located; or (iii) PWSA has notified the legal owner but the owner has never responded.

In such instances, and when, in the sole discretion of the Authority, replacing the Customer Lead Service Line and preventing the termination of water service would be reasonable and in the public interest, PWSA may proceed to make the replacement without obtaining authorization from the property owner. In any such instance of replacement, the Authority, and any person associated with the Authority, including but not limited to employees, agents, board members and executives, are released and held harmless from any and all claims, causes of action, damages or losses, of any nature, whatsoever with respect to the work performed by PWSA or its contractors, and shall not be otherwise liable for any claim asserted by any person, including the property owner, as a result of the Customer Lead Service Line replacement except to the extent otherwise authorized by this Tariff.

**(C) = Change**

4. Property Owner Agreement: Except in the case of non-owner occupied properties at which the Authority has exercised "stand in the shoes" rights, the Authority shall enter into an agreement with a Property Owner for replacement of a Customer Lead Service Line that allows PWSA employees and contractors to gain access to their private property in order to replace their Customer Lead Service Line prior to the initiation of any work by the Authority to replace the Customer Lead Service Line. The agreement shall be in a form provided by the Authority and shall include provisions that require the Property Owner(s) to release and hold harmless the Authority from any and all claims, causes of action, damages or losses, of any nature, whatsoever with respect to the work performed by PWSA or its contractors. (C)
5. Limitation of Liability: The Authority's liability relating to Lead Service Line remediation efforts is limited as set forth in Part III, Section I of this Tariff.
6. Warranty on Workmanship: The Authority will provide, at a minimum, a 30-day warranty on workmanship and materials for a Customer Lead Service Line it replaces.
7. Restoration: PWSA will restore roadways and public sidewalks, backfill any trenches excavated as part of the replacement process and will fill and seal any wall or floor penetrations in the private home. No other restoration will be conducted for Customer Lead Service Line replacements. PWSA will not replace any landscaping, interior finishes, paving, seeding, or walkways. All restoration costs shall be borne by the Property Owner.
8. Ownership and Responsibility for Replacement Line: After a Customer Lead Service Line is replaced by the Authority, the Customer shall own the Customer Service Line and shall have full responsibility for the repair, replacement and maintenance of the new Customer Service Line.
9. Post-Replacement Measures: The Authority will implement post-Customer Lead Service Line replacement measures, including distribution of water filters and filter cartridges, in accordance with its Lead Infrastructure Plan.

**(C) = Change**

**PWSA Water Tariff  
Supplement No. 6  
[Redline Version]**

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: ~~December 16, 2020~~April 1, 2021 Effective: ~~January 14~~April 5, 2021

BY: William J. Pickering, Chief Executive Officer ~~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 ~~December 3~~February 4, 2021~~0~~ at  
Docket Nos. ~~M-2018-2640802R-2020-3017951 and P-2020-3019019.~~

This tariff makes ~~increases and changes in existing rates, to~~  
existing rules, and regulations regarding to include  
~~implementation of a 5% Distribution System Improvement Charge~~  
~~and setting forth the~~ Lead Service Line Remediation as  
approved at Docket No. M-2018-2640802 and set forth in Amended  
Appendix C to the Authority's 5-Year Long-Term Infrastructure  
Improvement Plan approved at Docket No. P-2018-3005037.  
~~It also adds references to 71 P.S. §§ 720.211 to 720.213 where~~  
appropriate.



The Pittsburgh Water  
and Sewer Authority

Supplement No. ~~65~~  
Tariff Water - Pa. P.U.C. No. 1  
~~Third-Fourth~~ Revised Page No. 2  
Canceling ~~Second-Third Revised~~ Page No.  
2

---

### LIST OF CHANGES

#### LIST OF CHANGES

Revised Page 2A

#### PART VI: LEAD SERVICE LINE REMEDIATION (PAGE NOS. 63-69)

Text added and modified regarding Lead Service Line Remediation as approved or directed at Docket No. M-2018-2640802 and set forth in Amended Appendix C (Lead Infrastructure Plan) to the Authority's 5-Year Long-Term Infrastructure Improvement Plan.

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

#### PART VI: LEAD SERVICE LINE REMEDIATION (PAGE NO. 70)

New Page 70 contains text previously contained on Page 69. Text modified to reflect "stand in the shoes" rights exception for non-owner occupied properties.

---

Issued: ~~December 16,~~  
~~2020~~April 1, 2021

Effective: ~~January 14~~April 5,  
2021

The Pittsburgh Water  
and Sewer Authority

Supplement No. ~~65~~  
Tariff Water - Pa. P.U.C. No. 1  
First Revised Page No. 2A  
Canceling Original Page No. 2A

---

LIST OF CHANGES (con't)

(C)

Reserved for Future Use.

(C) = Change

---

Issued: ~~December 16~~April 1,  
2021~~0~~

Effective: ~~January 14~~April 5,  
2021

PART VI: LEAD SERVICE LINE REMEDIATION

1. **Definitions:** For purposes of Part VI (Lead Service Line Remediation), the following definitions apply:

~~a.~~ **Authority Facility:** A water distribution main or a public lead service line owned by the Authority and connected to a private lead service line. (C)

~~a.~~~~b.~~ **CLRAC:** The Community Lead Response Advisory Committee established pursuant to PWSA's first jurisdictional base rate case docketed at R-2018-3002645 *et al.*

~~b.~~~~c.~~ **Customer Lead Service Line:** (1) A Lead Service Line extending from the Curb Stop to a point of consumption the meter or one foot inside a building foundation, whichever is farther; or (2) a non-residential Lead Service Line extending from the Authority Facility to the meter or one foot inside a building foundation, whichever is farther. (C)

~~d.~~ **Independent Legal Restrictions:** Commission Rules or orders which otherwise prevent termination of water service at a property including but not limited to winter moratorium, medical certifications, or Commission directed moratoriums or suspensions. (C)

~~e.~~~~e.~~ **Lead Service Line:** Any service line made of lead, or galvanized iron, or galvanized steel that is or formerly was downstream of lead. (C)

~~d.~~~~f.~~ **Partial Lead Service Line Replacement:** The replacement of an Authority Facility Service Line made of any material without the simultaneous replacement of a connected Customer Lead Service Line. (C)

~~e.~~~~g.~~ **Public Lead Service Line:** A Lead Service Line owned by the Authority from the distribution facilities of the Authority which connects to the customer service line at the hypothetical or actual line or the actual property line, including the Curb Stop and/or control valve and valve box. (C)

~~f.~~~~h.~~ **Residence:** A residential property with no more than four (4) dwelling units or a dual use property (commercial & residential) with service lines 1-inch in diameter or less, for which the PWSA has maintenance responsibility for the water service line from the water main to and including the curb

The Pittsburgh Water  
and Sewer Authority

Supplement No. ~~65~~  
Tariff Water - Pa. P.U.C. No. 1  
~~First-Second~~ Revised Page No. 63  
Canceling ~~Original-First Revised~~ Page No. 63

---

stop. The term also includes a single-family residence that is served by a lead service line greater than 1-inch diameter.

**(C) = Change**

---

Issued: ~~December 16~~ April 1,  
2021~~0~~

Effective: ~~January 14~~ April 5,  
2021

2. Lead Infrastructure Plan:

- a. Notwithstanding Part III, Section B.1 of this Tariff, the Authority will replace Customer Lead Service Lines pursuant to its Lead Infrastructure Plan (as approved at Docket No. M-2018-2640802 and set forth in Appendix C to the Authority's 5-Year Long-Term Infrastructure Improvement Plan approved at Docket No. P-2018-3005037, hereinafter "Lead Infrastructure Plan"), subject to an expenditure cap of \$11.0 million per year. The Authority may modify its annual expenditure cap for Customer Lead Service Line replacements with Commission approval. The costs incurred by the Authority to undertake remediation efforts pursuant to its Lead Infrastructure Plan shall be recoverable in rate proceedings. (C)
- b. PWSA's Lead Infrastructure Plan is in effect until December 31, 2026, and applies to any Lead Service Line (1) serving any Residence and non-residential properties where specified; (2) of which PWSA is aware; (3) the replacement of which is operationally feasible; and (4) ~~in the case of a private side line,~~ the Property Owner authorizes the replacement or replaces the line in accordance with PWSA policy or, PWSA is otherwise authorized to replace the line in accordance with this Tariff. (C)
- ~~e. PWSA's Lead Infrastructure Plan and the provisions in Part VI, Section 4, subsections b. and c. of this Tariff, are subject to review and revision based on the Commission's pending decision in the Authority's compliance plan proceeding at Docket No. M-2018-2640802.~~

(C) = Change

3. Replacement of Customer Lead Service Lines:

Eligibility for replacements and reimbursements under Part VI, Section 3(a)-(b) will end on December 31, 2021. (C)

- a. Customers who received a Partial Lead Service Line Replacement at their Residence after February 1, 2016 due to a PWSA action, such as, for example, a lead service line replacement contract, PWSA operation replacement or water main replacement, will be eligible to have their Customer Lead Service Line replaced by PWSA, at no direct cost to the customer. (C)
- b. For customers who elected to replace their Customer Lead Service Line at their Residence as a result of a PWSA Public Lead Service Line replacement between February 1, 2016 and December 31, 2018, PWSA will offer a direct reimbursement for costs incurred up to a maximum of \$5,500. (C)
- c. For ad hoc replacements initiated by customers between February 1, 2016 and December 31, 2018, PWSA will not offer reimbursement. An "ad hoc replacement" refers to when a Property Owner elects on their own initiative to arrange for the replacement of a Customer Lead Service Line when PWSA is not then-currently replacing the public side of the line.

(C) = Change

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

The Pittsburgh Water  
and Sewer Authority

Supplement No. ~~65~~  
Tariff Water - Pa. P.U.C. No. 1  
~~Original-First Revised~~ Page No. 66  
~~Canceling Original Page No. 66~~

---

~~Replacement program which is currently scheduled to be  
completed by September 2020.~~

(C) = Change

---

Issued: ~~December 16~~April 1,  
2021~~0~~

Effective: ~~January 14~~April 5,  
2021



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

(C)

i. Except as set forth below, if after being notified of the Authority's offer to replace at no cost a property owner's Customer Lead Service Line the property owner has not provided an executed property owner agreement authorizing the replacement of the customer service line or where the legal owner can not be identified or located, PWSA will not reconnect the Customer Lead Service Line to the Authority's Service Line and will initiate termination of water service at that location following the procedures and providing the notices set forth in accordance with this Tariff and the Lead Infrastructure Plan. PWSA will proceed with termination of water service to a location irrespective of whether Independent Legal Restrictions would otherwise delay or prohibit termination.

(C)

ii. At any time prior to completing termination, or, within five days after termination, the property owner executes the property owner agreement, or if after the termination the property owner submits proof in the form of a plumbing inspection report from the Allegheny County Health Department that the lead customer service line has been replaced, water service will be restored to the property. The property owner will have five days from termination to provide the executed agreement, or ten days from termination if the replacement was made pursuant to PWSA's emergency replacement procedures, and coordinate with PWSA to schedule the replacement as necessary. If the aforementioned steps are not completed within that timeframe, PWSA will terminate service again on the fifth day (or tenth day in the case of emergency replacements) without re-initiating termination notices and procedures.

(C)

(C) = Change

g. Customer Lead Service Line on Multiple Properties

(C)

When, pursuant to the Lead Infrastructure Plan, PWSA is replacing a Customer Lead Service Line at no direct cost to the property owner, and the Customer Lead Service Line crosses one (or more than one) property to access another, PWSA will:

- i. Attempt to obtain approval from all property owners to allow the work necessary to replace the Customer Lead Service Line; and
- ii. Evaluate solutions available to install conforming service lines.

If PWSA is unable to obtain the neighboring property owner or owners' consent, and there is no other viable and economic solution (to be determined in PWSA's sole discretion) such as installing conforming service lines, PWSA will commence procedures to terminate service to the neighboring property owner or owners' property pursuant to this Tariff and the Lead Infrastructure Plan.

(C)

PWSA will complete or suspend the termination of the neighboring property owner's water service as set forth in section (f) above.

(C)

(C) = Change

~~Through the Community Environmental Project required under a Consent Order and Agreement dated November 17, 2017 with the Pennsylvania Department of Environmental Protection, PWSA will offer to replace the Customer Lead Service Lines of low income customers (defined as households with income levels below 300 percent of the federal poverty level, as adjusted annually) at a program budget of \$1.8 million. Customer Lead Service Line replacements performed under the Community Environmental Project will be identified by customer requests and vetted through a third-party administrator. The Community Environmental Project will conclude on February 14, 2021.~~

- ~~f. PWSA will replace a Customer Lead Service Line when PWSA's operations crew replaces an Authority Service Line, regardless of material, as a result of line breaks or leaks, including unplanned emergency replacements.~~

~~4. Partial Lead Service Line Replacements After January 1, 2019:~~

- ~~a. PWSA will complete the replacement of a Public Lead Service Line without simultaneously completing the replacement of the Customer Lead Service Line in the following circumstances:~~
  - ~~i. If PWSA determines, in its sole discretion, that replacement of a Customer Lead Service Line at a particular Residence or related interior plumbing modification is not technically feasible, the Residence is unsafe from a structural or sanitary condition, or will result in excess expense, due to conditions, such as length, terrain, obstructions, structures, pavements, trees, or other utilities, PWSA may exclude such Residence and not replace the Customer Lead Service Line;~~

h. Non-Owner Occupied Properties

(C)

The Authority may stand in the shoes of the property owner and is authorized to replace a Customer Lead Service Line when:

- i. PWSA has offered pursuant to this Tariff to replace at no direct cost to the property owner a Customer Lead Service Line;
- ii. The property is not occupied by the legal owner of the property; and
- iii. The Authority has made attempts to obtain authorization for the Customer Lead Service Line replacement pursuant to this Tariff and the Lead Infrastructure Plan and (i) the legal owner can not be identified; (ii) the legal owner can not be located; or (iii) PWSA has notified the legal owner but the owner has never responded.

In such instances, and when, in the sole discretion of the Authority, replacing the Customer Lead Service Line and preventing the termination of water service would be reasonable and in the public interest, PWSA may proceed to make the replacement without obtaining authorization from the property owner. In any such instance of replacement, the Authority, and any person associated with the Authority, including but not limited to employees, agents, board members and executives, are released and held harmless from any and all claims, causes of action, damages or losses, of any nature, whatsoever with respect to the work performed by PWSA or its contractors, and shall not be otherwise liable for any claim asserted by any person, including the property owner, as a result of the Customer Lead Service Line replacement except to the extent otherwise authorized by this Tariff.

(C) = Change

- ~~ii. PWSA is replacing an Authority Service Line through the small-diameter water main replacement program or is moving a residential service line from an abandoned water main to a different water main, and PWSA is unable to obtain consent to replace the Customer Lead Service Line from the Property Owner after making at least one attempt to contact the Property Owner by mail, one attempt by telephone, and one attempt by visiting the residence in person;~~
- ~~iii. Property Owner who also resides at the property signs a formal agreement stating that they do not consent to a free Customer Lead Service Line replacement and that they understand the risks of a partial replacement; or~~
- ~~iv. PWSA is replacing an Authority Service Line as a result of an emergency circumstance (e.g., water main leak, broken curb stop, or damage to other infrastructure requiring a public-side service line replacement), and PWSA is unable to obtain consent to replace the Customer Lead Service Line from the Property Owner after making at least one attempt to contact the Property Owner by telephone and one attempt by visiting the Residence in person.~~

~~b. Reserved for Future Use.~~

~~c. Reserved for Future Use.~~

- 5-4. Property Owner Agreement: Except in the case of non-owner occupied properties at which the Authority has exercised "stand in the shoes" rights, ~~¶~~the Authority shall enter into an agreement with a Property Owner for replacement of a Customer Lead Service Line that allows PWSA employees and contractors to gain access to their private property in order to replace their Customer Lead Service Line prior to the initiation of any work by the Authority to replace the Customer Lead Service Line. The agreement shall be in a form provided by the Authority and shall include provisions that require the Property Owner(s) to release and hold harmless the Authority from any and all claims, causes of action, damages or losses, of any nature, whatsoever with respect to the work performed by PWSA or its contractors. (C)
- 6-5. Limitation of Liability: The Authority's liability relating to Lead Service Line remediation efforts is limited as set forth in Part III, Section I of this Tariff.
- 7-6. Warranty on Workmanship: The Authority will provide, at a minimum, a 30-day warranty on workmanship and materials for a Customer Lead Service Line it replaces.
- 8-7. Restoration: PWSA will restore roadways and public sidewalks, backfill any trenches excavated as part of the replacement process and will fill and seal any wall or floor penetrations in the private home. No other restoration will be conducted for Customer Lead Service Line replacements. PWSA will not replace any landscaping, interior finishes, paving, seeding, or walkways. All restoration costs shall be borne by the Property Owner.
- 9-8. Ownership and Responsibility for Replacement Line: After a Customer Lead Service Line is replaced by the Authority, the Customer shall own the Customer Service Line and shall have full responsibility for the repair, replacement and maintenance of the new Customer Service Line.
- 10-9. Post-Replacement Measures: The Authority will implement post-Customer Lead Service Line replacement measures, including distribution of water filters and filter cartridges, in accordance with its Lead Infrastructure Plan.

(C) = Change