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May 17, 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 No. M-2018-2640802

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Dear Secretary Chiavetta:

On behalf of The Pittsburgh Water and Sewer Authority (“PWSA”) enclosed for electronic filing please find **REVISED** pages 2 and 63-67 to Supplement No. 6 to Tariff Water – Pa. P.U.C. No. 1 with regard to the above-referenced matter. PWSA’s Tariff Supplement No. 6 was filed to implement provisions directed in the Commission’s February 4, 2021 Opinion and Order (“Order”) in the above-referenced matter. Language was revised in the enclosed tariff pages at the request of the Bureau of Technical Utility Services.

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.

## 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.

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*Sarah C. Stoner*

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Sarah C. Stoner, Esq.

Dated: May 17, 2021

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 directed 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**

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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.

**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.

PART VI: LEAD SERVICE LINE REMEDIATION

1. **Definitions:** For purposes of Part VI (Lead Service Line Remediation), the following definitions apply:
- a. **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. **Customer Lead Service Line:** A Lead Service Line extending from the Curb Stop to a point of consumption.
  - c. **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)
  - d. **Lead Service Line:** Any service line made of lead, galvanized iron or galvanized steel.
  - e. **Partial Lead Service Line Replacement:** The replacement of an Authority Service Line made of any material without the simultaneous replacement of a connected Customer Lead Service Line.
  - f. **Public Lead Service Line:** A Lead Service Line from the distribution facilities of the Authority which connects to the customer service line at the hypothetical or actual line or the actual property line, including the Curb Stop and/or control valve and valve box.
  - g. **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 Amended Appendix C to the Authority's 5-Year Long-Term Infrastructure Improvement Plan approved at Docket No. P-2018-3005037, hereinafter "Lead Infrastructure Plan"), subject to an expenditure cap of \$11.0 million per year. The Authority may modify its annual expenditure cap for Customer Lead Service Line replacements with Commission approval. The costs incurred by the Authority to undertake remediation efforts pursuant to its Lead Infrastructure Plan shall be recoverable in rate proceedings. (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; (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:

- 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 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:
- 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 Residence where PWSA replaces an Authority Service Line connected to a Customer Lead Service Line pursuant to its Small Diameter Water Main Replacement Program; (ii) at any Residence where PWSA replaces a Public Lead Service Line connected to a Customer Lead Service Line; (iii) at any Residence with a private-side only Lead Service Line located within a work order area of a neighborhood-based Lead Service Line replacement program where Lead Service Line replacements are performed; and (iv) when PWSA's operations crew replaces a Public Lead Service Line regardless of material, in emergencies including line breaks, leaks or other unplanned emergency replacements.

**(C) = Change**

f. Customer Lead Service Line Replacement -  
Termination of Service

(C)

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

(C)

(C)

**(C) = Change**