
Megan E. Rulli

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File #: 207303

August 9, 2024

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
P.O. Box 3265
Harrisburg, PA 17105-3265

**Re: Petition of Aqua Pennsylvania, Inc., as the Receiver for Venango Water Company
For Approval of the Lead Service Line Replacement Program for Venango Water
Company
Docket No. P-2024-3050248**

Dear Secretary Chiavetta:

Attached for filing please find Supplement No. 25 to Water – Pa. P.U.C. No. 3 in the above-referenced proceeding. The supplement is being separately filed without issued and effective dates at the request of the Bureau of Technical Utility Services.

Copies are being provided as indicated on the Certificate of Service.

Respectfully submitted,



Megan E. Rulli

MER/kl
Attachment

cc: Matthew Lamb – TUS
Certificate of Service

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

VIA E-MAIL

Rebecca Lyttle, Assistant Small
Business Advocate
Office of Small Business Advocate
555 Walnut Street
Forum Place, 1st Floor
Harrisburg, PA 17101
relyttle@pa.gov

Allison Kaster, Director
Bureau of Investigation & Enforcement
Commonwealth Keystone Building
400 North Street, 2nd Floor West
P.O. Box 3265
Harrisburg, PA 17105-3265
akaster@pa.gov

Patrick Cicero, Esquire
Consumer Advocate
Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101-1923
pcicero@paoca.org

Date: August 9, 2024



Megan E. Rulli

Supplement No. 25
To
Water - Pa. P.U.C. No. 3

VENANGO WATER COMPANY
RATES, RULES AND REGULATIONS GOVERNING
THE PROVISION OF WATER SERVICE
TO THE PUBLIC IN A PORTION OF
SUGARCREEK BOROUGH,
INCLUDING THE VILLAGE OF RENO,
VENANGO COUNTY, PENNSYLVANIA

ISSUED: XXXX-XX-XXXX

EFFECTIVE: XXXX-XX-XXXX

BY: Marc A. Lucca
President
Aqua Pennsylvania, Inc.
762 W. Lancaster Ave.
Bryn Mawr, PA 19010

AS RECEIVER FOR:
Venango Water Company
Randall L. Rhodes, Secretary
P.O. Box 397
Reno, PA 16343

NOTICE

THIS TARIFF SUPPLEMENT MODIFIES THE EXISTING SERVICE LINE RULES AND REGULATIONS IN COMPLIANCE WITH 52 PA. CODE § 65.51 ET SEQ.

Venango Water Company	Supplement No. 25 To Water - Pa. P.U.C. No. 3 Page No. 2
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LIST OF CHANGES

Supplement No. 25 to Water - Pa. P.U.C. No. 3 modifies the customer service line rules (Section 4.C.) in compliance with 52 Pa. Code § 65.51 et seq. by adding Rule 4.19.

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RULES AND REGULATIONS

Sec. 4 - Service Connections, cont.

C. Customer's Service Line, cont.

4.19 Customer Owned Lead Service Lines

Aqua Pennsylvania, Inc. ("Aqua") as Receiver for the Utility shall perform lead service line replacement ("LSLR") activities in accordance with VWC's LSLR Plan.

Notwithstanding Rule 4.15, the Utility (or contractors employed by the Utility) shall replace Customer Owned Lead Service Lines ("COLSLs") pursuant to the Utility's Lead Service Line Replacement Program ("Replacement Program"), provided the customer (or the property owner if the customer is not the property owner) provides consent through a signed agreement.

Lead Service Line - LSL - shall be defined as a service line made of lead that connects the water main to a building inlet and a lead pigtail, gooseneck or other fitting that is connected to the lead line. A galvanized service line (iron or steel piping that has been dipped in zinc to prevent corrosion and rusting) is considered a Lead Service Line ("LSL") if it ever was or is currently downstream of any LSL or service line of unknown material.

Customer Owned Lead Service Line - COLSL - shall be defined as the portion of the LSL extending from the curb, property line or Utility connection to the Utility's water meter or, if the Utility's water meter is located outside of the structure or water is not metered by the Utility, at the first shutoff valve located within the interior of the structure.

The Utility will replace up to 10 COLSLs per year under the Utility's Replacement Program. If reimbursements would cause the Utility to exceed its current annual cap, the Utility shall increase its current annual cap by the amount of the reimbursement and decrease its next annual cap by this amount.

If no shutoff valve exists along the pipe within 5 feet of the Customer's structure wall, the Utility may install a shutoff valve which will serve as the point of demarcation between the property's service line and the property's interior water distribution piping.

No customer or property owner may install a partial LSL. A partial LSL shall result in termination of service until such time as the Utility can replace the Utility-owned LSL. A customer, or property owner where the customer is not the property owner, that elects to replace the COLSL themselves, shall replace the COLSL concurrent with the Utility replacing the Utility-owned LSL, provided that the customer or property owner shall provide the Utility at least 90 days' notice prior to replacing the COLSL.

RULES AND REGULATIONS

Sec. 4 - Service Connections, cont.

C. Customer's Service Line, cont.

The Utility shall refuse to establish service to a property where a customer or property owner (if the customer is not the property owner) has previously refused or failed to accept the Utility's offer to replace the COLSL until the applicant verifies the replacement of the COLSL by providing a paid invoice from a licensed contractor or verified statement from a licensed contractor attesting to the completion of the COLSL replacement. The customer or property owner may also request Utility (or its contractor) complete the COLSL replacement. Upon completion, service will be established or restored to the property.

Through the Replacement Program the Utility will perfect any ownership discrepancies regarding the Utility Service Line and the Customer Service Line, so that the Customer will own the Customer Service Line and the Utility will own the Utility Service Line. This will occur by the Customer and the Utility executing the Customer Lead/Galvanized Service Line Replacement License Agreement which establishes the Customer's and Utility's respective ownership and responsibilities regarding the Customer Service Line and Utility Service Line.

Step In Rights

The Utility may utilize Step In Rights in the following circumstances where a customer or occupier of a premise is not the property owner. The Utility is authorized to replace a COLSL when:

- a. The Utility has attempted to contact the property owner with an offer to replace the COLSL in accordance with the Utility's LSLR Plan.
- b. The Customer or the occupier of the Property is not the property owner.
- c. The Utility has attempted to get authorization to replace the COLSL, the property owner cannot be identified, or the property owner has been notified and has not responded to the Utility's offer to replace the COLSL.

In these circumstances, the Utility may, in its discretion, replace the COLSL in accordance with the Utility's LSLR Plan if such replacement would avoid the termination of water service to the Customer or the occupier of the property without obtaining the consent of the property owner. When the Utility exercises Step In Rights, the Utility, its officers, directors, employees and agents are released and held harmless from and against any and all liability, including liability to third parties and the property owner, for personal injury, including death, property damage, or other actions, damages, fines, penalties, claims, demands, judgments, losses, costs, expenses, suit and actions (including reasonable attorney's fees), for personal injury, including death, property damage or other injury, to the extent caused by or arising out of the work performed by the Company or its agents in replacing the COLSL.

RULES AND REGULATIONS

Sec. 4 - Service Connections, cont.

C. Customer's Service Line, cont.

Reimbursements

The Utility shall provide a reimbursement to an eligible customer or property owner, if the customer is not the property owner, who replaced their LSL within 1 year before or after the commencement of a LSLR Project. A LSLR Project shall be defined as a Utility scheduled LSL replacement activity either in conjunction with main replacements, or a specific delineated project area to replace LSLs. LSLR Project Commencement shall be defined as installation of the first LSL replacement within a LSLR project area. LSLR Project Area shall be defined as the area encompassing the Utility's scheduled LSLR activities, which includes the area within a 1-mile radius of a LSLR Project, if that area is served by the Utility.

Reimbursements to customers or property owners, if the customer is not the property owner, require that the customer or property owner provides the Utility with a paid invoice, a certification or verified statement from a certified plumber, and other documentation required by the Utility, in its sole discretion, to verify the replacement. Failure to provide sufficient information will result in no reimbursement being paid. The Utility shall reimburse eligible customers or property owners up to 125% of the average costs of the Utility's LSLRs, not to exceed the actual cost incurred by the customer to replace their LSL. The average cost of the Utility's LSLRs in any year will be determined by the average cost of the Utility's LSLRs in the prior calendar year. Reimbursements will be provided to customers or property owners through check mailed to the customer or property owner within 90 days of the request; provided that all documentation is sufficient and received by the Utility. Customers or property owners that are outside the LSLR Project Area or seek reimbursement for a replacement that occurred greater than one year before or after the LSLR Project Commencement will be ineligible for reimbursement.

RULES AND REGULATIONS

Sec. 4 - Service Connections, cont.

C. Customer's Service Line, cont.

Warranty

The Utility (or its contractor) shall provide a warranty to the customer or property owner, if the customer is not the property owner, for a period of two years on the workmanship and materials of the LSLR and the restoration of surfaces. The two year warranty shall commence upon the re-establishment of water service to the property after the LSLR has occurred.

The maximum coverage under the warranty shall be only to repair or replace the Customer side service line if the failure was due to the workmanship or materials of the LSLR, and restoration of surfaces which shall mean restoration as reasonably as practicable to the condition that existed prior to the LSLR. The maximum coverage amount for replacing or repairing the Customer side service line if the failure was due to the workmanship or materials of the LSLR, and restoration of surfaces shall be an amount up to Twenty Thousand Dollars (\$20,000.00).

The Utility will not be liable for any damages beyond the maximum coverage of the two year warranty as described in this warranty section.

If a repair is required and qualifies under the warranty, the customer or property owner consents and grants license to the Utility or its contractor to access the property and complete the repair as needed.