



CITY OF CUMBERLAND MARYLAND

DEPARTMENT OF UTILITIES

August 30, 2024

Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 2nd Floor
400 North Street
Harrisburg, PA 17120

RE: Petition for LSLR Program

Secretary:

As the operator of the Evitts Creek Water company, the City of Cumberland offers its revised submission of our petition for the Lead Service Line Replacement Program in accordance with Act 120, Ch 65.

I, Robert Smith, hereby state that the facts within this submission set forth are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

If there are any questions or issues with this submission, please contact Robert Smith via email (robert.smith@cumberlandmd.gov) or phone (301-759-6600).

MAYOR

RAYMOND M. MORRISS

COUNCIL

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DIRECTOR OF UTILITIES

ROBERT L. SMITH, P.E.

Respectfully,

Robert Smith, PE
Director of Engineering and Utilities
Secretary - Evitts Creek Water Company



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

57 N. LIBERTY STREET, CUMBERLAND, MD 21502 www.cumberlandmd.gov
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The attached guide may be used to assist in the creation of a petition for a Lead Service Line Replacement Program (Petition). Any appendices should be placed at the end of the Petition. If filing by hard copy, only one original of each document is required. If any of the requested material is deemed to be of a confidential nature, please mark the materials "CONFIDENTIAL" in a bold or highlighted manner. These filings must be submitted to the Secretary by overnight delivery, priority, or certified mail to allow tracking of your filing. The Commission may reject a petition which fails to include the required information and documents.

Mail the filing to:

Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 2nd Floor
400 North Street
Harrisburg, PA 17120

To eFile, click on the Filing & Resources link on the Commission's website at www.puc.pa.gov for instructions.

Questions concerning the petition process may be directed to the Bureau of Technical Utility Services at 717-787-5550; please ask to be directed to the Water/Wastewater section.

Checklist:

- Cover Letter.
- Lead Service Line Replacement Program Petition and appendices.
- Original signed and notarized Verification Statement.
- Certificate of Service evidencing Petition was served upon appropriate parties.

The petition will be docketed by the Secretary's Bureau of the Commission.



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
400 NORTH STREET, HARRISBURG, PA 17120

LEAD SERVICE LINE REPLACEMENT PROGRAM PETITION

Re: Petition for Lead Service Line Replacement Program

Docket No. P-2024-_____

Pursuant to Section 1311(b)(2) of the Pennsylvania Public Utility Code, 66 Pa.C.S. § 1311(b)(2), and the Pennsylvania Public Utility Commission’s (Commission’s) Lead Service Line Replacement (LSLR) Regulations, 52 Pa. Code § 65.51, *et seq.*, the Company seeks Commission approval of its LSLR program and plan to replace Company-owned and customer-owned lead service lines (LSLs) and to recover the associated costs related to those replacements as set forth in the Company’s Lead Service Line Replacement Program (LSLR Program). In accordance with the LSLR Program and proposed tariff revisions, upon approval by the Commission, the Company will be able to begin replacing customer-owned LSLs at its sole cost and recover a return on and of those costs pursuant to Act 120.

Company Name: Evitts Creek Water Company

Company Address: 57 North Liberty Street

Telephone No.: 301-759-6600

Email Address: robert.smith@cumberlandmd.gov

Point of Contact:
Name: Robert Smith
Title: Director of Engineering and Utilities
Telephone No.: 301-759-6600
Email Address: robert.smith@cumberlandmd.gov

Appendix 1

Pro Forma LSLR Program Tariff Supplement to Tariff PA P.U.C. No. 4

Supplement No. 001 to
Tariff Water - Pa. P.U.C. No. 4

EVITTS CREEK WATER COMPANY
RATES, RULES AND REGULATIONS GOVERNING
THE PROVISION OF WATER SERVICE
TO THE PUBLIC IN CUMBERLAND VALLEY TOWNSHIP, BEDFORD COUNTY,
PENNSYLVANIA

ISSUED: (Issued Date)

EFFECTIVE: (Effective Date)

BY: Robert Smith, Director of Engineering and Utilities
57 North Liberty Street, Cumberland, MD 21502
301-759-6600

NOTICE

THIS TARIFF SUPPLEMENT IMPLEMENTS THE COMPANY'S LEAD
SERVICE LINE REPLACEMENT PROGRAM.

Issued: , 202X

Effective: , 202X

LIST OF CHANGES MADE by this Supplement

Change:

Tariff Supplement No. 001 implements the Company's Lead Service Line Replacement Program, which addresses the Company's efforts to replace company-owned and customer-owned Lead Service Lines. (C)

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PART V: LEAD SERVICE LINE REPLACEMENT (LSLR) PROGRAM

(1) Supersession

This section of the Company’s tariff supersedes all other conflicting provisions of this tariff for purposes of implementing the Company’s LSLR Program.

(2) Definitions

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

Curb Stop: A water service shutoff valve located in a water service line near the curb or edge of the street and between the water main and the building.

Customer: A party contracting with an entity for service.

Customer-owned Lead Service Line (Customer-owned LSL): The portion of the lead service line extending from the curb, property line or entity connection to an entity’s water meter or, if the entity’s meter is located outside of the structure or water is not metered by the entity, at the first shutoff valve located within the interior of the structure.

Company: Evitts Creek Water Company

Company-owned Lead Service Line (Company-owned LSL): The portion of the lead service line extending from the Company’s main to the Curb Stop.

Distribution system improvement charge (DSIC): The term as defined in 52 Pa. Code § 121.2.

Entity: A public utility as defined in 66 Pa.C.S. § 102 (relating to definitions) engaged in diverting, developing, pumping, impounding, distributing or furnishing water service to or for the public for compensation, a municipal corporation as defined in 52 Pa. Code § 65.52 (relating to definitions), and an authority as defined in 66 Pa.C.S. § 3201(1) (relating to definitions).

Galvanized service line: Iron or steel piping that has been dipped in zinc to prevent corrosion and rusting.

Independent Legal Restrictions: Commission regulations 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.

Lead service line (LSL): 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 is considered a lead service line if it ever was or is currently downstream of any lead service line or service line of unknown material.

Lead service line replacement (LSLR): A service line, whether entity-owned or customer-owned, installed to replace a lead service line.

Lead service line replacement plan (LSLR Plan): A plan and supporting documents submitted to and approved by the Commission that specify how an entity intends to implement its lead service line replacement program.

Lead service line replacement program (LSLR Program): A program submitted to and approved by the Commission for the replacement of lead service lines by an entity.

Lead service line replacement project (LSLR Project): An entity-scheduled lead service line replacement activity either in conjunction with main replacements or as part of a lead service line replacement program.

Lead service line replacement project area (LSLR Project Area): The area encompassing an entity's scheduled lead service line replacement activities, which includes the area within a 1-mile radius of a lead service line replacement project if served by the entity.

LSLR Project Commencement: Installation of the first lead service line replacement within a lead service line replacement project area.

Partial lead service line replacement (Partial LSLR): A lead service line replacement that does not replace both the entity-owned and customer-owned portions of a lead service line.

Property Owner Agreement: An agreement between the Company and a property owner for the replacement of a customer-owned LSL that allows the Company's employees and contractors to gain access to their private property in order to replace their customer-owned LSL prior to the initiation of any work by the Company to replace the customer-owned LSL.

Service line: The pipe and appurtenances which connect any main to an entity's water meter or, if the entity's water meter is located outside of the structure or the connection is not metered by the entity, at the first shutoff valve located within the interior of the structure.

(3) LSLR Plan

Notwithstanding the Rules in this tariff relating to customer responsibility for customer service lines, the Company will replace customer-owned LSLs pursuant to its LSLR Program and LSLR Plan as initially approved by the Commission at Docket No. P-2024- , together with future Commission-approved updates. The Company may

modify its annual cap for LSLRs with Commission approval. The costs incurred by the Company to undertake remediation efforts pursuant to its LSLR Plan shall be recoverable in the Company's DSIC, PENNVEST Surcharge, and in base rates, as applicable.

The Company's LSLR Plan applies to any LSL serving any customer, the replacement of which is operationally feasible, and where the property owner authorizes the replacement or replaces the line in accordance with the Company's LSLR Program.

(4) LSLR Annual Cap

The Company will cap LSLR Projects at one (1) customer-owned LSLRs on an annual basis. If a customer reimbursement provided pursuant to this tariff or an emergency LSLR causes the Company to exceed its annual cap, the Company will increase its current annual cap by the number of emergency repairs and/or reimbursements and decrease its annual cap by the same amount for the following year only.

(5) LSL Replacements

The Company will offer to replace customer-owned LSLs at no direct cost to the customer or property owner, if the customer is not the property owner: (i) at any residential or non-residential property where the Company replaces a Company-owned main connected to a customer-owned LSL; (ii) at any property where the Company replaces a company-owned LSL connected to a customer-owned LSL; and (iii) at any property with a private-side only LSL located within a LSLR Project Area where LSLRs are performed; (iv) when the Company's operations crew replaces a Company-owned facility regardless of material, in emergencies, including line breaks, leaks, or other unplanned emergency replacements, that is a LSL or that is connected to a LSL; (v) and any other circumstance as required to avoid the replacement of a partial LSL.

Except in the case of non-owner occupied properties at which the Company has received the customer's acceptance of the Company's offer to replace the customer-owned LSL as set forth in Section (7) below, the Company shall enter into a property owner Agreement with the property owner for replacement of a customer-owned LSL that allows the Company's employees and contractors to gain access to their private property in order to replace their customer-owned LSL prior to the initiation of any work by the Company to replace the customer-owned LSL. The Property Owner Agreement shall be in a form provided by the Company and shall include provisions that require property owners to release and hold harmless the Company from any and all claims, causes of action, damages or losses, of any nature, whatsoever with respect to the work performed by the Company or its contractors that are not covered by the Company's LSLR Program warranty.

(6) Customer Refusal

Except as set forth below, if after being notified of the Company's offer to replace at no cost a customer-owned LSL, the property owner has not provided an executed Property Owner Agreement authorizing the replacement of the customer service line or has refused replacement, the Company will (1) provide the customer and property owner, if the

customer is not the property owner, with a complete disclosure of the known health hazards from the continued use of a LSL, (2) inform the customer or property owner, if the customer is not the property owner, that refusal or failure to accept will require replacement of the customer-owned LSL, at the customer or property owner's expense, within 1 year from LSLR Project Commencement for the customer or property owner, if the customer is not the property owner, to be eligible for reimbursement, and (3) communicate to the customer and property owner, if the customer is not the property owner, that failure to allow the Company to complete the LSLR or to replace the customer-owned LSL concurrent with the Company replacing the Company-owned LSL will lead to termination of water service under the provisions of this tariff prior to the Company replacing the Company-Owned LSL.

If the customer or property owner, if the customer is not the property owner, does not sign the Property Owner Agreement or refuses replacement of the customer-owned LSL within ten days after the Company undertakes the aforementioned steps, the Company will require the customer or property owner, if the customer is not the property owner, to sign a form documenting their refusal. If the customer or property owner refuses or fails to sign the refusal form, the Company will make a record of and document the customer's refusal or failure to sign the refusal form. The Company will then schedule to replace its portion of the Company-owned LSL and notify the customer in writing of this replacement no later than ten days prior to the scheduled replacement and terminate water service at that location the day prior to replacing the Company-owned LSL. The Company will proceed with termination of water service to a location irrespective of whether Independent Legal Restrictions would otherwise delay or prohibit termination. Such notice and termination shall be deemed consistent with Chapter 14 of the Public Utility Code. Moreover, in these instances, the Company is not required to comply with termination procedures described in other portions of its tariff or the Commission's regulations.

At any time prior to completing termination, or, within ten days after termination, the property owner executes the Property Owner Agreement, water service will be restored to the property, provided that service will not be restored until either both the Company-owned LSL and the customer-owned LSL have been replaced or, in the Company's sole discretion, an alternative, non-lead temporary bypass is installed until both the Company-owned LSL and the customer-owned LSL have been replaced.

The Company will not connect an Applicant to water service where a property owner previously refused or failed to accept the Company's offer of a LSLR until the Applicant verifies the replacement of the customer-owned LSL by providing a paid invoice from a licensed contractor or a notarized statement from a licensed contractor attesting to completion of the LSLR.

(7) Service Line Demarcation

If a shutoff valve is not located within 12 inches of the structure wall of the property, the Company may install a shutoff valve during the LSLR to serve as a point of demarcation between the property's service line and the property's interior water distribution piping.

The Company shall perfect its ownership of the portion of the service line located within the then-existing right-of-way in conformance with its tariff to ensure that the Company can obtain necessary permits during the planning phase of a LSLR Project.

(8) Prohibition on Partial LSLRs and Notice Requirements

Neither a customer nor a property owner may install a Partial LSLR. A Partial LSLR installed after July 23, 2022, must result in termination of service until both the Company-owned LSL and customer-owned LSL have been replaced. The Company will proceed with immediate termination of water service to a location being served by a partial LSLR installed after July 23, 2022, irrespective of whether Independent Legal Restrictions would otherwise delay or prohibit termination. Such termination shall be deemed consistent with Chapter 14 of the Public Utility Code. Moreover, in these instances, the Company is not required to comply with termination procedures described in other portions of its tariff or the Commission's regulations.

Where a customer or a property owner, if the customer is not the property owner, elects to replace the customer-owned LSL, the customer or property owner shall replace the customer-owned LSL concurrent with the Company replacing the Company-owned LSL, provided that the customer or property owner, if the customer is not the property owner, provides the Company at least 180 days' notice prior to replacing the customer-owned LSL.

The Company shall not connect an Applicant for water service to the Company-owned service line at a property where a customer or property owner, if the customer is not the property owner, previously refused or failed to accept the Company's offer of a LSLR until the Applicant verifies the replacement of the customer-owned LSL by providing a paid invoice from a licensed contractor or a verified statement from a licensed contractor attesting to completion of the LSLR.

(9) Reimbursement

Where a customer or property owner, if the customer is not the property owner, has replaced its own customer-owned LSL, the customer or property owner shall submit to the Company a reimbursement form, which may be provided by the Company to a customer or property owner by mail or email upon request or on the Company's website, and which must be completed by the customer or property owner and provided to the Company by mail, email, fax, or hand delivery as specified by the Company on its reimbursement form, which contains, at a minimum, a detailed estimate and paid invoice from a licensed contractor verifying the replacement of the customer-owned LSL. Instead of a detailed estimate, a verified statement from the contractor attesting to completion of a LSLR may be sufficient in the Company's discretion. A paid invoice must be submitted.

Upon submission of the reimbursement form, the Company will review the information that was provided within 90 days of receiving the reimbursement form to determine eligibility for a reimbursement. If sufficient information has not been provided at the time of submitting the reimbursement form, the Company will contact the customer or

property owner to request the necessary information to determine eligibility. The Company will have an additional 45 days from the time it receives the additional information to determine a customer's eligibility for reimbursement.

A customer or property owner, if the customer is not the property owner, is eligible to receive a reimbursement if the customer or property owner's service address is located within a LSLR Project Area and the customer-owned LSL is replaced within one year before or from LSLR Project Commencement. A customer or property owner, if the customer is not the property owner, located within a LSLR Project Area is eligible for a reimbursement of LSLR expenses up to 125% of the average cost the Company would have incurred to perform the replacement of a similarly-sized service line, not to exceed the actual cost to the customer or property owner.

Reimbursements will be paid directly to the customer or property owner, if the customer is not the property owner, through the issuance of a check. The Company will issue a check within 90 days after verifying that the customer or property owner is eligible for reimbursement.

(10) Warranty

For customer-owned LSLs replaced by the Company or its contractor, the Company will provide a two-year warranty for materials and workmanship of the Company's LSLR work, including the Company's restoration of surfaces consistent with this tariff, commencing from the date the LSLR is complete. This warranty shall cover repairs and replacements conducted by the Company or its contractor of the LSLR work up to a maximum warranty coverage amount of 125% of the Company's cost for the LSLR work, so long as the customer allows access to the property for repairs.

The warranty does not cover, among other things, damage caused by natural disasters, acts of God, fires, terrorism, excavation activities, acts of sabotage, or deliberate damage. The Company shall have no liability for any damages not covered by the warranty.

(11) Limitation of Liability

The Company's liability relating to LSLR efforts is limited as set forth in this tariff.

(12) Restoration

The Company will backfill to the previous grade any trenches excavated as part of the LSLR process and will fill and seal any wall or floor penetrations in the private home. The Company will restore roadways and sidewalks within the public right-of-way. No other restoration will be conducted for LSLRs. The Company will not replace any landscaping, interior finishes, paving, seeding, or walkways. All restoration costs shall be borne by the customer or property owner, if the customer is not the property owner, unless otherwise required by the Company's LSLR Program warranty.

(13) Ownership of Replacement Service Line

After a customer-owned LSL is replaced by the Company, the customer shall continue to own the customer portion of the Service Line and shall have full responsibility for the repair, replacement and maintenance of the new customer portion of the Service Line.

Appendix 2

Data Responses to 52 Pa. Code § 53.52

Data Responses to 52 Pa. Code § 53.52

Part (a) Whenever a public utility, other than a canal, turnpike, tunnel, bridge or wharf company files a tariff, revision or supplement effecting changes in the terms and conditions of service rendered or to be rendered, it shall submit to the Commission, with the tariff, revision or supplement, statements showing all of the following:

(1) The specific reasons for each change.

Response: To comply with new regulations which requires activities that were not accounted for in the existing tariffs.

(2) The total number of customers served by the utility.

Response: 53 Accounts in Pennsylvania, ~8,700 accounts in Maryland and West Virginia

(3) A calculation of the number of customers, by tariff subdivision, whose bills will be affected by the change.

Response: No changes

(4) The effect of the change on the utility's customers.

Response: No changes will occur to customers with copper or plastic service lines. Only customers with lead or galvanized service lines will be affected and at no cost.

(5) The direct or indirect effect of the proposed change on the utility's revenue and expenses.

Response: This change will have a marginal effect on the utility's expenses as they'll be required to replace a few service lines.

(6) The effect of the change on the service rendered by the utility.

Response: This change will bring our PA service area into compliance with PA Code.

(7) A list of factors considered by the utility in its determination to make the change. The list shall include a comprehensive statement about why these factors were chosen and the relative importance of each.

Response: Evitts Creek's current tariff was approved in 1990. Water rates are minimal in this service area and below market rate. We are required to make this change

but the cost to make the change is more affordable than performing a rate study to recoup the expenses.

(8) Studies undertaken by the utility in order to draft its proposed change.

Response: No studies were undertaken to draft this proposed change.

(9) Customer polls taken and other documents which indicate customer acceptance and desire for the proposed change. If the poll or other documents reveal discernible public opposition, an explanation of why the change is in the public interest shall be provided.

Response: Provided within the broadcast materials, Evitts Creek contacted all PA customers to request their help in identifying their service line material. No other polls were undertaken to draft this proposed change.

(10) Plans the utility has for introducing or implementing the changes with respect to its ratepayers.

Response: The Utility will make contact with the account holder in accordance with our pro forma upon approval of said pro forma by PA PUC.

(11) Commission orders or rulings applicable to the filing.

Response: (a) *Rulemaking to Implement Act 120 of 2018 at 52 Pa. Code Chapters 65 and 66*, Docket No. L-2020-3019521 (Final Rulemaking Order entered Mar. 14, 2022)

Appendix 3

Lead Service Line Replacement Plan

Lead Service Line Replacement Plan Requirements

52 Pa. Code § 65.56

(a) Service line inventory:

- (1) Entities subject to this chapter shall submit to the Commission a service line inventory that complies with United States Environmental Protection Agency regulation at 40 CFR 141.1—143.20 as enforced by the Department of Environmental Protection, inclusive of future changes as those regulations may be amended. Submit one electronic working copy and one hard copy of the Company’s current service line inventory in a worksheet format and specify the Petition appendices where this information is provided.

Response: Service Line Inventory attached in Appendix 7

- (2) Identify the assumptions that the entity used or will use in completing its service line inventory.

Response: The Utility opened meter boxes to determine what pipe materials comprise the service lines for the utility and customer owned portions. Since it was illegal to connect to lead since 1972 and all meters were upgraded since 2005, we are assuming no lead is present. We will replace any customers whose service line is identified as either lead or galvanized due to the ages of the house.

- (3) Until the inventory is complete, an entity shall provide detailed information regarding the progress of its service line inventory as part of its annual LSLR program report under § 65.59 (relating to LSLR program reports). Submit a statement acknowledging this requirement.

Response: To the best of the utility’s knowledge, the total inventory is complete in PA.

- (4) After an entity’s service line inventory is complete, it must be incorporated into the entity’s next LSLR plan update under § 65.57 (relating to periodic review of LSLR plan). Submit a statement acknowledging this requirement.

Response: To the best of the Utility’s knowledge, the total inventory is complete in PA and included in Appendix 7.

(b) Planning and replacements:

- (1) Provide the entity’s projected annual investment in LSLRs with an explanation of the entity’s anticipated sources of financing.

Response: The Utility plans to invest approximately \$3,000 annually towards replacement of the three GRR service lines identified in our inventory. The Utility plans to

<p>fund this effort through our annual water operation budget. We do not plan to finance this effort at this time.</p>
<p>(2) Provide the entity’s projected number of LSLRs per calendar year with an explanation of how the projection was determined and a statement that this number is consistent with the entity’s annual cap on LSLRs.</p>
<p>Response: The Utility intends to replace 1 LSLR service line annually upon gaining approval of the tariff supplement. As the Utility is performing this same effort in the State of Maryland as well, we cannot commit all of resources to PA customers until after finalize our inventory in Maryland. The Utility’s desire would be to replace them all in the first year after approval but the regulations of Maryland are still unknown at this time.</p>
<p>(3) Identify the prioritization criteria considered by the entity when developing its LSLR schedule.</p>
<p>Response: Only 3 GRR service line will be replaced at this time. Evitts Creek will replace them upon approval of the tariff supplement and when given approval by the landowner to do so unless they wish to get a third-party.</p>
<p>(4) Provide an explanation of the entity’s processes and procedures to address emergency repairs or replacements which reveal LSLs.</p>
<p>Response: Upon identification of a LSL, Evitts Creek will offer to replace customer-owned LSLs at no direct cost to the customer or property owner in emergencies pursuant to Section 5 of its LSLR Program, and will proceed with immediate termination of water service to a location being served by a partial LSLR pursuant to Section 8 of its LSLR Program. For customers who refuse Evitts Creek’s offer to replace their LSL under Section 5 of LSLR Program, Evitts Creek will proceed pursuant to Section 6 of the LSLR Program. Restoration shall be performed in accordance with Section 12 of the LSLR Program.</p>
<p>(5) Provide the entity’s processes and procedures to obtain acceptance of a LSLR prior to LSLR project commencement if the customer is the property owner, and the entity’s processes and procedures to obtain acceptance prior to LSLR project commencement if the customer is not the property owner</p>
<p>Response: Evitts Creek will make contact with the property owner to provide them notice of the issue and advise them of their options. Evitts Creek will offer to replace customer-owned LSLs pursuant to Section 5 of its LSLR Program, and will proceed with immediate termination of water service to a location being served by a partial LSLR pursuant to Section 8 of its LSLR Program. For customers who refuse Evitts Creek’s offer to replace their LSL under Section 5 of LSLR Program, Evitts Creek will proceed pursuant to Section 6 of the LSLR Program. Restoration shall be performed in accordance with Section 12 of the LSLR Program.</p>
<p>(6) Provide the entity’s processes and procedures based upon acceptance of a LSLR, including:</p>

<p>(i) A copy of the consent agreement form by which the customer or property owner, if the customer is not the property owner, will authorize the LSLR. Specify the Petition appendices where this information is provided.</p>
<p>Response: Refer to Appendix 8</p>
<p>(ii) A brief description of the entity’s process for LSLRs under normal conditions and under atypical conditions.</p>
<p>Response: Evitts Creek will make contact with the property owner to provide them notice of the issue and advise them of their options. Evitts Creek will offer to replace customer-owned LSLs pursuant to Section 5 of its LSLR Program, and will proceed with immediate termination of water service to a location being served by a partial LSLR pursuant to Section 8 of its LSLR Program. For customers who refuse Evitts Creek’s offer to replace their LSL under Section 5 of LSLR Program, Evitts Creek will proceed pursuant to Section 6 of the LSLR Program. Restoration shall be performed in accordance with Section 12 of the LSLR Program.</p>
<p>(iii) An explanation of the entity’s process for coordination with the customer, and property owner, if the customer is not the property owner, and the information the entity will provide to the customer and the property owner throughout the LSLR process.</p>
<p>Response: Evitts Creek will provide the customer with the consent agreement form via certified mail. Evitts Creek will offer to replace customer-owned LSLs pursuant to Section 5 of its LSLR Program, and will proceed with immediate termination of water service to a location being served by a partial LSLR pursuant to Section 8 of its LSLR Program. For customers who refuse Evitts Creek’s offer to replace their LSL under Section 5 of LSLR Program, Evitts Creek will proceed pursuant to Section 6 of the LSLR Program. Restoration shall be performed in accordance with Section 12 of the LSLR Program. Evitts Creek will make contact with the customer after completion. All communication shall be sent on City of Cumberland letterhead.</p>
<p>(iv) The entity’s process for addressing LSLR completion or closeout, or both, with the customer and property owner, if the customer is not the property owner.</p>
<p>Response: Evitts Creek will take pictures of the new service line prior to backfilling. Evitts Creek will issue a letter to the customer of the works completion via certified mail.</p>
<p>(7) Provide the entity’s lead/material recycling and disposal efforts, including a description of what the entity will do with proceeds from recycling and disposal efforts.</p>
<p>Response: The Utility will not recycle the pipe material removed under this project. The pipe material will be disposed of in accordance with local, state and federal requirements.</p>

<p>(8) Provide a detailed explanation of the industry-accepted practices that the entity plans to use to replace entity-owned and customer-owned LSLs.</p>
<p>Response: Any replaced service line will be replaced with either copper or plastic pipe and fittings which are rated for drinking water application. The specific products will comply with the City of Cumberland’s standards.</p>
<p>(9) Provide a detailed explanation of how the entity’s acquisition of water distribution systems will be integrated into the entity’s efforts to complete LSLRs throughout its water distribution systems.</p>
<p>Response: Evitts Creek does not foresee any opportunities to acquire any water systems in the State of Pennsylvania.</p>
<p>(10) Provide a copy of the entity’s procedure for documenting refusal of, or failure to accept, the offer by the entity to replace a LSL, including the entity’s duty to: (i) provide the customer and property owner, if the customer is not the property owner, with a complete disclosure of the known health hazards from the continued use of a LSL, (ii) inform the customer or property owner, if the customer is not the property owner, that refusal or failure to accept will require replacement of the customer-owned LSL, at the customer or property owner’s expense, within 1 year from LSLR project commencement for the customer or property owner, if the customer is not the property owner, to be eligible for reimbursement, and (iii) communicate to the customer and property owner, if the customer is not the property owner, that failure to allow the entity to complete the LSLR or to replace the customer-owned LSL concurrent with the entity replacing the entity-owned LSL will lead to termination of water service under the provisions of the entity’s tariff. Specify the Petition appendices where this information is provided.</p>
<p>Response: Refer to Appendix 9</p>
<p>(c) Communications, outreach and education:</p>
<p>(1) Provide copies of all printed and broadcast material to be distributed under the entity’s LSLR program. Specify the Petition appendices where this information is provided.</p>
<p>Response: Evitts Creek has physically visited each address to determine the customer service line material. Appendix 10 has been modified to indicate that no broadcast materials were made available to customers due to the lines being physically inspected by Evitts Creek.</p>

Appendix 4

Verification Statement

VERIFICATION STATEMENT

I, Robert Smith, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Signature:

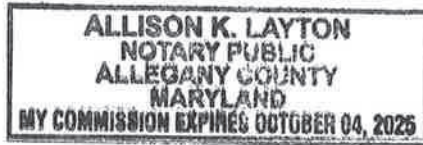


Title:

Director of Engineering and Utilities
Evitts Creek Water Company Secretary

Date:

7/19/2024



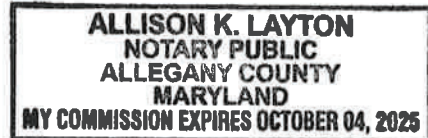
STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

On this 19th day of July, 2024, before me, the undersigned officer, personally appeared Robert L. Smith (name of person(s) who make acknowledgment), known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged that he/she/they executed the same for the purpose therein contained.

WITNESS my hand and Notarial Seal.

Allison K. Layton
NOTARY PUBLIC

My Commission Expires: 10/4/2025



Appendix 5

Certificate of Service

CERTIFICATE OF SERVICE

I hereby certify that I have this day, the 19 day of July 2024, served a true copy of the foregoing documents upon the parties listed below in accordance with the requirements of §§ 1.54 (relating to service by a party) and 65.55(a) (relating to LSLR program requirements):

SERVED VIA ELECTRONIC MAIL AND FIRST CLASS MAIL, POSTAGE PREPAID

Bureau of Investigation & Enforcement
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120
akaster@pa.gov

Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101
ra-oca@paoca.org

Office of Small Business Advocate
555 Walnut Street
Forum Place, 1st Floor
Harrisburg, PA 17101
ra-sba@pa.gov

SERVED VIA FIRST CLASS MAIL, POSTAGE PREPAID

[ALL PARTIES OF RECORD IN THE
ENTITY’S MOST RECENT BASE RATE CASE]

[ALL PARTIES OF RECORD IN THE
ENTITY’S MOST RECENT BASE RATE CASE]

[ALL PARTIES OF RECORD IN THE
ENTITY’S MOST RECENT BASE RATE CASE]

[ALL PARTIES OF RECORD IN THE
ENTITY’S MOST RECENT BASE RATE CASE]

Signature: _____
Title: _____
Date: _____

Appendix 6

Service Line Inventory Electronic Working Copy

An electronic working copy of the Company's Service Line Inventory is included in the enclosed CD-ROM or USB flash drive or filed with the Commission's Secretary's Bureau electronically via the e-file system.

Appendix 7

Service Line Inventory Hard Copy

Unique ID	Name	Service Address	System Material	Customer Material	Installation Date	Diameter	Lead connector or ever present?	Meter Replaced	Year Built*
PA_001	LAURA WISLER	597 LAKE GORDON RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	4/30/2014	
PA_002	MICHAEL A & REBECCA M HELM	105 HAZEN RD, BEDFORD PA 15522-	Non-lead	Galvanized Requiring Replacement		0.75	no	6/29/2018	1965
PA_003	KEITH EBY	160 WHITETAIL LN, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	11/7/2014	1970
PA_004	W HARDINGER JR	209 WHITETAIL LN, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	6/29/2018	1936
PA_005	DALTON HILLEGAS	207 HAZEN RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	8/17/2012	1995
PA_006	STEVE HARDINGER	179 WHITETAIL LN, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	6/28/2012	1995
PA_007	BETHANY TROUTMAN	182 WHITETAIL LN, BEDFORD PA 15522-	Non-lead	Non-lead	new construction 2015	0.75	no	8/14/2015	2015
PA_008	AUDREY BLUBAUGH	143 WHITETAIL LN, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	6/29/2018	1970
PA_009	M BLUBAUGH	121 WHITETAIL LN, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	6/29/2018	1987
PA_010	M GROWDEN	333 LAKE GORDON RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	6/29/2018	1920
PA_011	MELISSA WARE	371 LAKE GORDON RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	6/30/2005	1950
PA_012	SUNDRA WARE	389 LAKE GORDON RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	6/29/2018	1890
PA_013	TODD GIARTH	531 LAKE GORDON RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	11/10/2005	1968
PA_014	HOWARD WARE	548 LAKE GORDON RD, BEDFORD PA 15522-	Non-lead	Galvanized Requiring Replacement		0.75	no	6/29/2018	1904
PA_015	LAKE GORDON ASM OF GOD	569 LAKE GORDON RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	12/6/2012	
PA_016	GRETCHEN PRYOR	549 LAKE GORDON RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	1/5/2018	1963
PA_017	DORIS TABLER	530 LAKE GORDON RD, BEDFORD PA 15522-	Non-lead	Galvanized Requiring Replacement		0.75	no	12/23/2008	1920
PA_018	MICHAEL FRIEND	568 LAKE GORDON RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	6/29/2018	1800
PA_019	G GROWDEN	125 LAKE GORDON RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	6/29/2018	
PA_020	GREGORY KOONTZ	595 LAKE GORDON RD, BEDFORD PA 15522-	Non-lead	Non-lead	1950	0.75	no	3/7/2014	1950
PA_021	MARY GROWDEN	643 LAKE GORDON RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	4/10/2015	1946
PA_022	WILLIAM F WHITE JR	685 LAKE GORDON RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	5/7/2008	1965
PA_023	E WHITE	702 LAKE GORDON RD, BEDFORD PA 15522-	Non-lead	Non-lead	1995	1.00	no	3/27/2015	
PA_024	DALE SHROUT	726 LAKE GORDON RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	8/31/2023	1940
PA_025	KEVIN MOSSER	737 LAKE GORDON RD, BEDFORD PA 15522-	Non-lead	Non-lead	2011	0.75	no	10/10/2007	2011
PA_026	STACEY S NICHOLS	800 LAKE GORDON RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	4/28/2015	1948
PA_027	ROY SHROUT	750 LAKE GORDON RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	11/7/2019	1965
PA_028	STACEY S NICHOLS	792 LAKE GORDON RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	6/18/2007	2018
PA_029	L WHITACRE	112 Wilhelm Lane, Bedford PA 15522	Non-lead	Non-lead		0.75	no	12/4/2008	1977
PA_030	J GRIFFITHS	808 LAKE GORDON RD, BEDFORD PA 15522-	Non-lead	Non-lead	12/6/2017	0.75	no	3/23/2007	1920
PA_031	J FLANAGAN	828 LAKE GORDON RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	6/29/2018	1930
PA_032	R WOTRING SR	842 LAKE GORDON RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	6/29/2018	1950
PA_033	DEBBIE NIXON	864 LAKE GORDON RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	3/30/2006	1920
PA_034	GREG FRYE	884 LAKE GORDON RD, BEDFORD PA 15522-	Non-lead	Non-lead	10/28/2020	1.00	no	10/28/2020	2020
PA_035	MICHAEL CLARK	936 LAKE GORDON RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	10/13/2006	1940
PA_036	DEBBIE NIXON	876 LAKE GORDON RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	7/27/2018	1915
PA_037	SAMUEL R WILSON	663 PINERIDGE RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	1/28/2020	1958
PA_038	JOHN J WAGNER JR	677 PINERIDGE RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	3/4/2021	1957
PA_039	JOHN HARR	699 PINERIDGE RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	1/1/1950	1965
PA_040	APRIL HIGSON	139 ROCKY DR, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	2/24/2015	1963
PA_041	L HIGSON	142 ROCKY DR, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	6/29/2018	1972
PA_042	DENNIS KINSER	678 PINERIDGE RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	6/29/2018	1945
PA_043	IVAN STEELE	657 PINERIDGE RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	1/13/2005	1960
PA_044	RONALD WILSON	645 PINERIDGE RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	10/25/2011	1963
PA_045	ROBERT L FIELDS	646 PINERIDGE RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	3/12/2020	1962
PA_046	MARTIN HEAVNER	619 PINERIDGE RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	3/13/2015	1959
PA_047	C BROOKS JR	635 PINERIDGE RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	6/29/2018	1963
PA_048	DENNIS FIELDS	614 PINERIDGE RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	1/1/1950	1990
PA_049	ROBERT HADRA	538 PINERIDGE RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	6/29/2018	1985
PA_050	JONATHAN WOOLARD	528 PINERIDGE RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	6/30/2023	1955
PA_051	ADAM W ANSEL	512 PINERIDGE RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	11/4/2020	1961
PA_052	J ZEMBOWER	551 PINERIDGE RD, BEDFORD PA 15522-	Non-lead	Non-lead		0.75	no	6/29/2018	1985
PA_053	Ross Reider	1 Shady Grove Lane, Bedford PA 15522	Non-lead	Non-lead		0.75	no		1995
PA_055	Greg Frye	886 Lake Gordon Road Bedford PA 15522	Non-lead	Non-lead		0.75	no		1920

*Year Built supplied by Bedford County

Appendix 8

LSLR Consent Agreement Form

LSLR Consent Agreement Form

I, the undersigned, being fully authorized as the customer and/or property owner of _____ (property address) have been informed by City of Cumberland (“the City”), operator of the Evitts Creek Water Company, that my customer-owned water service line is not in compliance with Act 120 of 2018, Chapter 65, Subchapter B – Lead Service Line Replacements (“LSLR”). I have been advised of my options for replacing the lead service line to this property address and choose (check box):

- I choose to have the City replace my service line, in accordance with Tariff PA PUC No. 4. I hereby authorize the City to enter my property to replace the service line and hold them harmless from any and all claims, causes of action, damages or losses, of any nature, whatsoever with respect to the work performed by the City or its contractors that are not covered by the Company’s LSLR Program Warranty.

- By refusing the City’s offer to replace my service line and I am choosing to replace my service line (“the repair”) with a licensed contractor and agree to seek reimbursement from the City for eligible expenses for making the repair. I am aware that I will be required to provide verification to the City, in accordance with Tariff PA PUC No. 4. I understand that I have 12 months from the signing of this agreement to perform the repair and submit my Reimbursement and LSLR Verification Form. I understand that these forms shall be provided to me at later date. If I do not execute the repair within 12 months of this agreement, the City’s offers to replace the service line or reimburse my expenses for replacing the service line with a third party are null in void.

I understand that I may potentially be eligible for a reimbursement of my LSLR expenses up to 125% of the average cost that the City would have incurred to perform the replacement of a similarly-sized service line not to exceed the actual cost. The City will not reimburse costs to replace or repair any landscaping, interior finishes, paving, seeding or walkways that may be disturbed through the course of this work.

Failure or Refusal to execute this document will require the City to take steps to terminate water service until the undersigned makes the repair and provides verification that an acceptable drinking water approved service line material is installed in accordance with Evitts Creek Water Company’s Tariff.

If this form is not returned within 10-days of the certified mail receipt being delivered to the City of Cumberland, the City will send the customer a Refusal Form. If the refusal form is not signed, Evitts Creek will proceed in accordance with the Evitts Creek Water Company’s tariff which may potentially lead to your water service being terminated.

Customer or Property Owner Signature

Date

Appendix 9

Company LSLR Refusal and Non-Acceptance Procedure

Third Party Election and Non-Acceptance Procedure

1. Upon receiving notification from the customer, via the LSLR Consent Agreement Form, that they wish to have a third-party replace their service line (“the work”), the City (dba Evitts Creek) shall issue a letter to the customer that includes the LSLR Refusal Form, Reimbursement Form and the LSLR Verification Form by means of certified mail. The letter shall include an informational insert of the dangers of continued use of LSL.
2. The Customer shall have one calendar-year to complete the work to replace their LSL.
3. Upon the completion of the work, the customer shall submit the Reimbursement Form and LSLR Verification Form to the City.
4. Upon receipt of the documents in Item 3, the City shall review the documents for compliance with Section 6 and Section 9 of the LSLR Plan within 90 days. Customers or property owner, if the customer is not the property owner, are eligible for a reimbursement of LSLR expenses up to 125% of the average cost that the City would have incurred to perform the replacement of a similarly-sized service line not to exceed the actual cost to the customer or property owner (“Maximum Reimbursement”).
5. If the submitted documents are sufficient to determine eligibility, the City shall issue a reimbursement check to the Customer within 90 days.
6. If the submitted documents are insufficient, the City shall contact the customer or property owner to request additional necessary information to determine eligibility. The City shall have an additional 45 days from the time they receive the additional information to determine a customer’s eligibility.
7. If the repair is not made by the customer’s third-party installer within one calendar-year of the City providing written authorization to proceed or the customer fails or refuses to return the LSLR Consent Agreement or LSLR Refusal Forms, Evitts Creek shall proceed in accordance with the Customer Rejection Section of Appendix 9.

Customer Rejection Procedure

1. If the customer does not return the LSLR Consent Agreement Form within 10 days of the certified mail receipt being delivered to the City, the City shall reissue the form to the customer a maximum of two additional attempts and include documentation on the dangers of continued use of LSL.
2. The City shall document all refusals and attempts to contact individual customers.
3. The City will then proceed with terminating water service in accordance with Section 6 of the tariff.

LSLR Refusal Form

I, the undersigned, being fully authorized as the customer and/or property owner of _____ (property address) have been informed by City of Cumberland (“the City”), operator of the Evitts Creek Water Company, that my customer-owned water service line is not in compliance with Act 120 of 2018, Chapter 65, Subchapter B – Lead Service Line Replacements (“LSLR”). I have been advised of my options for replacing the lead service line to this property address and choose to refuse the City’s offer to replace my lead service line.

By refusing the City’s offer to replace my service line and I am choosing to replace my service line (“the repair”) with a licensed contractor. I am aware that I will be required to provide verification to the City, in accordance with Tariff PA PUC No. 4. I understand that I have 12 months from the signing of this agreement to perform the repair and submit my reimbursement. If I do not execute the repair within 12 months of this agreement, the City’s offers to replace the service line or reimburse my expenses for replacing the service line with a third party are null in void. I understand that City will be required to terminate my water service until I make the repair at my own cost. I will sign and submit the LSLR Verification Form upon completion of the work. I will submit the Reimbursement Form to the City along which clearly identifies the costs associated with my repair. Both of these forms have been provided to me.

Customers or property owners, if the customer is not the property owner, are eligible for a reimbursement of their LSLR expenses up to 125% of the average cost that the City would have incurred to perform the replacement of a similarly-sized service line not to exceed the actual cost to the customer or property owner. The City will not reimburse costs to replace or repair any landscaping, interior finishes, paving, seeding or walkways that may be disturbed through the course of this work.

Failure or Refusal to execute this document will require the City to take steps to terminate water service to this property until the customer or property owner makes the repair and provides verification that an acceptable drinking water approved service line material is installed in accordance with Evitts Creek Water Company’s Tariff.

Customer or Property Owner

Date

LSLR Reimbursement Form

Customer Name: _____

Address: _____

Phone Number: _____

Customer's Contractor: _____

Contractor Address: _____

Contractor Phone Number: _____

Contractor Business License Number: _____

Reimbursement Request Amount: _____

Please include the following with LSLR Reimbursement Form:

Detailed Estimate from the contractor identified about

Paid Invoice from the Contractor

Pictures of the completed work

LSLR Verification Form

LSLR Verification Form

I, the undersigned, being fully authorized as the customer and/or property owner of _____ (property address) have been informed by City of Cumberland (“the City”), operator of the Evitts Creek Water Company, that my customer-owned water service line was not in compliance with Act 120 of 2018, Chapter 65, Subchapter B – Lead Service Line Replacements. Having been advised of my options for replacing the lead service line to this property address and I elected to have a licensed contractor (“installer”) replace my lead service service line.

This form shall verify that at my direction, the service line to the stated property address has been replaced in accordance with Act 120 and the Evitts Creek Water Company tariff with approved materials.

Failure or Refusal to execute this document may require the City to take steps to terminate water service until the undersigned makes the repair and provides verification that an acceptable drinking water approved service line material is installed.

Customer or Property Owner

Date

Installer Signature

Date

Installer Company Name

Installer Business License Number

Appendix 10

LSLR Program Print and Broadcast Materials

Broadcast Materials

As Evitts Creek physically verified all service line materials for their customers, no broadcast materials were required to be transmitted.

Appendix 11

Certificate of Service

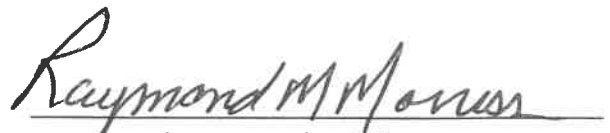
- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 27,509

DATE: July 16, 2024

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the execution of Tariff Supplement No. 001 to the Tariff Water – Pa. P.U.C. No. 4 implementing the Evitt's Creek Water Company's Lead Service Line Replacement Program, addressing the Company's efforts to replace company-owned and customer-owned Lead Service Lines be and is hereby approved.


Raymond M. Morriss, Mayor

JUL 16 2024

Council Agenda Summary

Meeting Date: 7/16/2024

Key Staff Contact: Robert Smith, P.E.

Item Title:

Pennsylvania PA P.U.C. Supplement No. 001 to Tariff Water – PA P.U.C. No. 4

Summary of project/issue/purchase/contract, etc for Council:

LIST OF CHANGES MADE by this Supplement

Change:

Tariff Supplement No. 001 implements the Company's Lead Service Line Replacement Program, which addresses the Company's efforts to replace company-owned and customer-owned Lead Service Lines.

Amount of Award: N/A

Budget number: N/A

Grant, bond, etc. reference: N/A

Supplement No. 001 to
Tariff Water - Pa. P.U.C. No. 4

EVITTS CREEK WATER COMPANY
RATES, RULES AND REGULATIONS GOVERNING
THE PROVISION OF WATER SERVICE
TO THE PUBLIC IN CUMBERLAND VALLEY TOWNSHIP, BEDFORD COUNTY,
PENNSYLVANIA

ISSUED: (Issued Date)

EFFECTIVE: (Effective Date)

BY: Robert Smith, Director of Engineering and Utilities
57 North Liberty Street, Cumberland, MD 21502
301-759-6600

NOTICE

THIS TARIFF SUPPLEMENT IMPLEMENTS THE COMPANY'S LEAD
SERVICE LINE REPLACEMENT PROGRAM.

Issued: _____, 202X

Effective: _____, 202X

LIST OF CHANGES MADE by this Supplement

Change:

Tariff Supplement No. 001 implements the Company’s Lead Service Line Replacement Program, which addresses the Company’s efforts to replace company-owned and customer-owned Lead Service Lines. (C)

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PART V: LEAD SERVICE LINE REPLACEMENT (LSLR) PROGRAM

(1) Supersession

This section of the Company’s tariff supersedes all other conflicting provisions of this tariff for purposes of implementing the Company’s LSLR Program.

(2) Definitions

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

Curb Stop: A water service shutoff valve located in a water service line near the curb or edge of the street and between the water main and the building.

Customer: A party contracting with an entity for service.

Customer-owned Lead Service Line (Customer-owned LSL): The portion of the lead service line extending from the curb, property line or entity connection to an entity’s water meter or, if the entity’s meter is located outside of the structure or water is not metered by the entity, at the first shutoff valve located within the interior of the structure.

Company: Evitts Creek Water Company

Company-owned Lead Service Line (Company-owned LSL): The portion of the lead service line extending from the Company’s main to the Curb Stop.

Distribution system improvement charge (DSIC): The term as defined in 52 Pa. Code § 121.2.

Entity: A public utility as defined in 66 Pa.C.S. § 102 (relating to definitions) engaged in diverting, developing, pumping, impounding, distributing or furnishing water service to or for the public for compensation, a municipal corporation as defined in 52 Pa. Code § 65.52 (relating to definitions), and an authority as defined in 66 Pa.C.S. § 3201(1) (relating to definitions).

Galvanized service line: Iron or steel piping that has been dipped in zinc to prevent corrosion and rusting.

Independent Legal Restrictions: Commission regulations 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.

Lead service line (LSL): 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 is considered a lead service line if it ever was or is currently downstream of any lead service line or service line of unknown material.

Lead service line replacement (LSLR): A service line, whether entity-owned or customer-owned, installed to replace a lead service line.

Lead service line replacement plan (LSLR Plan): A plan and supporting documents submitted to and approved by the Commission that specify how an entity intends to implement its lead service line replacement program.

Lead service line replacement program (LSLR Program): A program submitted to and approved by the Commission for the replacement of lead service lines by an entity.

Lead service line replacement project (LSLR Project): An entity-scheduled lead service line replacement activity either in conjunction with main replacements or as part of a lead service line replacement program.

Lead service line replacement project area (LSLR Project Area): The area encompassing an entity's scheduled lead service line replacement activities, which includes the area within a 1-mile radius of a lead service line replacement project if served by the entity.

LSLR Project Commencement: Installation of the first lead service line replacement within a lead service line replacement project area.

Partial lead service line replacement (Partial LSLR): A lead service line replacement that does not replace both the entity-owned and customer-owned portions of a lead service line.

Property Owner Agreement: An agreement between the Company and a property owner for the replacement of a customer-owned LSL that allows the Company's employees and contractors to gain access to their private property in order to replace their customer-owned LSL prior to the initiation of any work by the Company to replace the customer-owned LSL.

Service line: The pipe and appurtenances which connect any main to an entity's water meter or, if the entity's water meter is located outside of the structure or the connection is not metered by the entity, at the first shutoff valve located within the interior of the structure.

(3) LSLR Plan

Notwithstanding the Rules in this tariff relating to customer responsibility for customer service lines, the Company will replace customer-owned LSLs pursuant to its LSLR Program and LSLR Plan as initially approved by the Commission at Docket No. P-2024-_____, together with future Commission-approved updates. The Company may

modify its annual cap for LSLRs with Commission approval. The costs incurred by the Company to undertake remediation efforts pursuant to its LSLR Plan shall be recoverable in the Company's DSIC, PENNVEST Surcharge, and in base rates, as applicable.

The Company's LSLR Plan applies to any LSL serving any customer, the replacement of which is operationally feasible, and where the property owner authorizes the replacement or replaces the line in accordance with the Company's LSLR Program.

(4) LSLR Annual Cap

The Company will cap LSLR Projects at one (1) customer-owned LSLRs on an annual basis. If a customer reimbursement provided pursuant to this tariff or an emergency LSLR causes the Company to exceed its annual cap, the Company will increase its current annual cap by the number of emergency repairs and/or reimbursements and decrease its annual cap by the same amount for the following year only.

(5) LSL Replacements

The Company will offer to replace customer-owned LSLs at no direct cost to the customer or property owner, if the customer is not the property owner: (i) at any residential or non-residential property where the Company replaces a Company-owned main connected to a customer-owned LSL; (ii) at any property where the Company replaces a company-owned LSL connected to a customer-owned LSL; and (iii) at any property with a private-side only LSL located within a LSLR Project Area where LSLRs are performed; (iv) when the Company's operations crew replaces a Company-owned facility regardless of material, in emergencies, including line breaks, leaks, or other unplanned emergency replacements, that is a LSL or that is connected to a LSL; (v) and any other circumstance as required to avoid the replacement of a partial LSL.

Except in the case of non-owner occupied properties at which the Company has received the customer's acceptance of the Company's offer to replace the customer-owned LSL as set forth in Section (7) below, the Company shall enter into a property owner Agreement with the property owner for replacement of a customer-owned LSL that allows the Company's employees and contractors to gain access to their private property in order to replace their customer-owned LSL prior to the initiation of any work by the Company to replace the customer-owned LSL. The Property Owner Agreement shall be in a form provided by the Company and shall include provisions that require property owners to release and hold harmless the Company from any and all claims, causes of action, damages or losses, of any nature, whatsoever with respect to the work performed by the Company or its contractors that are not covered by the Company's LSLR Program warranty.

(6) Customer Refusal

Except as set forth below, if after being notified of the Company's offer to replace at no cost a customer-owned LSL, the property owner has not provided an executed Property Owner Agreement authorizing the replacement of the customer service line or has refused replacement, the Company will (1) provide the customer and property owner, if the

customer is not the property owner, with a complete disclosure of the known health hazards from the continued use of a LSL, (2) inform the customer or property owner, if the customer is not the property owner, that refusal or failure to accept will require replacement of the customer-owned LSL, at the customer or property owner's expense, within 1 year from LSLR Project Commencement for the customer or property owner, if the customer is not the property owner, to be eligible for reimbursement, and (3) communicate to the customer and property owner, if the customer is not the property owner, that failure to allow the Company to complete the LSLR or to replace the customer-owned LSL concurrent with the Company replacing the Company-owned LSL will lead to termination of water service under the provisions of this tariff prior to the Company replacing the Company-Owned LSL.

If the customer or property owner, if the customer is not the property owner, does not sign the Property Owner Agreement or refuses replacement of the customer-owned LSL within ten days after the Company undertakes the aforementioned steps, the Company will require the customer or property owner, if the customer is not the property owner, to sign a form documenting their refusal. If the customer or property owner refuses or fails to sign the refusal form, the Company will make a record of and document the customer's refusal or failure to sign the refusal form. The Company will then schedule to replace its portion of the Company-owned LSL and notify the customer in writing of this replacement no later than ten days prior to the scheduled replacement and terminate water service at that location the day prior to replacing the Company-owned LSL. The Company will proceed with termination of water service to a location irrespective of whether Independent Legal Restrictions would otherwise delay or prohibit termination. Such notice and termination shall be deemed consistent with Chapter 14 of the Public Utility Code. Moreover, in these instances, the Company is not required to comply with termination procedures described in other portions of its tariff or the Commission's regulations.

At any time prior to completing termination, or, within ten days after termination, the property owner executes the Property Owner Agreement, water service will be restored to the property, provided that service will not be restored until either both the Company-owned LSL and the customer-owned LSL have been replaced or, in the Company's sole discretion, an alternative, non-lead temporary bypass is installed until both the Company-owned LSL and the customer-owned LSL have been replaced.

The Company will not connect an Applicant to water service where a property owner previously refused or failed to accept the Company's offer of a LSLR until the Applicant verifies the replacement of the customer-owned LSL by providing a paid invoice from a licensed contractor or a notarized statement from a licensed contractor attesting to completion of the LSLR.

(7) Service Line Demarcation

If a shutoff valve is not located within 12 inches of the structure wall of the property, the Company may install a shutoff valve during the LSLR to serve as a point of demarcation between the property's service line and the property's interior water distribution piping.

The Company shall perfect its ownership of the portion of the service line located within the then-existing right-of-way in conformance with its tariff to ensure that the Company can obtain necessary permits during the planning phase of a LSLR Project.

(8) Prohibition on Partial LSLRs and Notice Requirements

Neither a customer nor a property owner may install a Partial LSLR. A Partial LSLR installed after July 23, 2022, must result in termination of service until both the Company-owned LSL and customer-owned LSL have been replaced. The Company will proceed with immediate termination of water service to a location being served by a partial LSLR installed after July 23, 2022, irrespective of whether Independent Legal Restrictions would otherwise delay or prohibit termination. Such termination shall be deemed consistent with Chapter 14 of the Public Utility Code. Moreover, in these instances, the Company is not required to comply with termination procedures described in other portions of its tariff or the Commission's regulations.

Where a customer or a property owner, if the customer is not the property owner, elects to replace the customer-owned LSL, the customer or property owner shall replace the customer-owned LSL concurrent with the Company replacing the Company-owned LSL, provided that the customer or property owner, if the customer is not the property owner, provides the Company at least 180 days' notice prior to replacing the customer-owned LSL.

The Company shall not connect an Applicant for water service to the Company-owned service line at a property where a customer or property owner, if the customer is not the property owner, previously refused or failed to accept the Company's offer of a LSLR until the Applicant verifies the replacement of the customer-owned LSL by providing a paid invoice from a licensed contractor or a verified statement from a licensed contractor attesting to completion of the LSLR.

(9) Reimbursement

Where a customer or property owner, if the customer is not the property owner, has replaced its own customer-owned LSL, the customer or property owner shall submit to the Company a reimbursement form, which may be provided by the Company to a customer or property owner by mail or email upon request or on the Company's website, and which must be completed by the customer or property owner and provided to the Company by mail, email, fax, or hand delivery as specified by the Company on its reimbursement form, which contains, at a minimum, a detailed estimate and paid invoice from a licensed contractor verifying the replacement of the customer-owned LSL. Instead of a detailed estimate, a verified statement from the contractor attesting to completion of a LSLR may be sufficient in the Company's discretion. A paid invoice must be submitted.

Upon submission of the reimbursement form, the Company will review the information that was provided within 90 days of receiving the reimbursement form to determine eligibility for a reimbursement. If sufficient information has not been provided at the time of submitting the reimbursement form, the Company will contact the customer or

property owner to request the necessary information to determine eligibility. The Company will have an additional 45 days from the time it receives the additional information to determine a customer’s eligibility for reimbursement.

A customer or property owner, if the customer is not the property owner, is eligible to receive a reimbursement if the customer or property owner’s service address is located within a LSLR Project Area and the customer-owned LSL is replaced within one year before or from LSLR Project Commencement. A customer or property owner, if the customer is not the property owner, located within a LSLR Project Area is eligible for a reimbursement of LSLR expenses up to 125% of the average cost the Company would have incurred to perform the replacement of a similarly-sized service line, not to exceed the actual cost to the customer or property owner.

Reimbursements will be paid directly to the customer or property owner, if the customer is not the property owner, through the issuance of a check. The Company will issue a check within 90 days after verifying that the customer or property owner is eligible for reimbursement.

(10) Warranty

For customer-owned LSLs replaced by the Company or its contractor, the Company will provide a two-year warranty for materials and workmanship of the Company’s LSLR work, including the Company’s restoration of surfaces consistent with this tariff, commencing from the date the LSLR is complete. This warranty shall cover repairs and replacements conducted by the Company or its contractor of the LSLR work up to a maximum warranty coverage amount of 125% of the Company’s cost for the LSLR work, so long as the customer allows access to the property for repairs.

The warranty does not cover, among other things, damage caused by natural disasters, acts of God, fires, terrorism, excavation activities, acts of sabotage, or deliberate damage. The Company shall have no liability for any damages not covered by the warranty.

(11) Limitation of Liability

The Company’s liability relating to LSLR efforts is limited as set forth in this tariff.

(12) Restoration

The Company will backfill to the previous grade any trenches excavated as part of the LSLR process and will fill and seal any wall or floor penetrations in the private home. The Company will restore roadways and sidewalks within the public right-of-way. No other restoration will be conducted for LSLRs. The Company will not replace any landscaping, interior finishes, paving, seeding, or walkways. All restoration costs shall be borne by the customer or property owner, if the customer is not the property owner, unless otherwise required by the Company’s LSLR Program warranty.

(13) Ownership of Replacement Service Line

After a customer-owned LSL is replaced by the Company, the customer shall continue to own the customer portion of the Service Line and shall have full responsibility for the repair, replacement and maintenance of the new customer portion of the Service Line.



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
400 NORTH STREET, HARRISBURG, PA 17120

IN REPLY PLEASE
REFER TO OUR FILE

June 5, 2024

Docket No. L-2020-3019521

To: *All Water Public Utilities*

RE: Act 120 of 2018 – Chapter 65 Lead Service Line Replacement Implementation Outreach

SECOND NOTICE

The purpose of this Secretarial Letter is to remind all water public utilities, or entities as defined in 52 Pa. Code § 65.1, that Chapter 65, Subchapter B – Lead Service Line Replacements, became effective upon publication in the *Pennsylvania Bulletin* on July 23, 2022, and requires each entity to file a petition with the Commission for approval of a Lead Service Line Replacement (LSLR) program prior to the deadlines identified below.

Class A public utilities or authorities with Commission-approved preexisting LSLR activities:

- No later than effective date of the rates established under the entity's next base rate case filed after the effective date of the regulations, on July 23, 2022, or within 2 years of effective date, by July 22, 2024, whichever comes first.

Class B and C public utilities or municipal corporations:

- Within 2 years of effective date of the regulations, by July 22, 2024.

In a LSLR program petition, each entity is directed to include, among other things, a LSLR plan, a *pro forma* tariff or *pro forma* tariff supplement containing the proposed changes (without an effective date), and information required by the Commission for filings under 66 Pa.C.S. § 1308. Additionally, as part of its petition, each entity will need to include a service line inventory that complies with the United States Environmental Protection Agency regulation at 40 CFR § 141.1—143.20 as enforced by the Pennsylvania Department of Environmental Protection. Following Commission approval of a LSLR program petition, the entity will be directed to file a tariff or tariff supplement effectuating its LSLR program as approved by the Commission.

To assist Class B and C public utilities and municipal corporations submit a LSLR program petition for approval to the Commission, the Commission's Bureau of Technical Utility Services has developed a LSLR program petition and plan template (LSLR Petition & Plan Template) and a model *pro forma* tariff supplement (LSLR Pro Forma Tariff) for LSLR programs. These documents have been made available on the Commission's website at the following location (scroll towards the bottom of the page):

LSLR Petition & Plan Template – <https://www.puc.pa.gov/filing-resources/forms/waterwastewater-forms/>

LSLR Pro Forma Tariff – <https://www.puc.pa.gov/filing-resources/forms/waterwastewater-forms/>

When filing a LSLR program petition with the Commission’s Secretary’s Bureau, each entity shall serve copies of its petition upon the Bureau of Investigation and Enforcement, the Office of Consumer Advocate, the Office of Small Business Advocate, and the parties of record in the entity’s most recent base rate case.

Further details regarding the LSLR program petition requirements can be found in the Commission’s March 14, 2022, Final Rulemaking Order and Annex A thereto as published in the *Pennsylvania Bulletin*. Entities may also reference these documents on the Commission’s website at the following URLs:

Final Rulemaking Order – <https://www.puc.pa.gov/pdocs/1737282.pdf>
Annex A (LSLRs) – <https://www.puc.pa.gov/pdocs/1737278.pdf>

Entities are encouraged to seek potentially available public funds and long-term financing programs to help reduce the cost of a LSLR program to ratepayers. The Pennsylvania Infrastructure Investment Authority (PENNVEST) has funding amounts available for LSLRs through the Drinking Water State Revolving Fund for each of the next five years, through Fiscal Year 2026-2027. Details of PENNVEST’s program, funding availability, eligible projects and application procedure may be found on its website at the following URL:

<https://www.pennvest.pa.gov/Information/Funding-Programs/Pages/IIJA.aspx>

Any questions about this letter can be directed to Matthew Lamb, P.E., (717) 783-1001 (mlamb@pa.gov), or to Clint McKinley, (717) 783-6161 (cmckinley@pa.gov), in the Bureau of Technical Utility Services.

Sincerely,



Rosemary Chiavetta
Secretary

cc: Patrick Cicero, Office of Consumer Advocate, ra-oca@paoca.org
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