



October 4, 2024

**VIA E-FILING**

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Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Second St.  
Harrisburg, PA 17120

**Re: Petition of Veolia Water Pennsylvania, Inc. for Approval of a Lead Service Line Replacement Program; Docket No. P-2023-3042107**

**Withdrawing Tariff Supplement No. 71 and Replacing it with a *Pro Forma* Tariff**

Dear Secretary Chiavetta:

On September 30, 2024, Veolia Water Pennsylvania, Inc. ("VWPA") filed a compliance filing in accordance with the Commission's Order entered in this matter on September 12, 2024. One of the documents in that filing was Tariff Supplement No. 71 with an issue date of September 30, 2024 and an effective date of October 15, 2024.

At the request of Commission staff, VWPA hereby withdraws Tariff Supplement No. 71. In its place, VWPA is filing a *pro forma* tariff for Commission review (enclosed).

Copies have been served as shown on the enclosed Certificate of Service.

Please contact me if you have any questions or concerns about the enclosed filing.

Sincerely,

COZEN O'CONNOR

By: Jonathan P. Nase  
Counsel for *Veolia Water Pennsylvania, Inc.*

JPN  
Attachments

cc: Honorable Emily J. DeVoe  
Per Certificate of Service  
Larry Finnicum, Vice President

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of Veolia Water Pennsylvania, Inc. for :  
Approval of a Lead Service Line Replacement :           Docket No. P-2023-3042107  
Program :

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**CERTIFICATE OF SERVICE**

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I hereby certify that I have this 4<sup>th</sup> day of October, 2024, served a true copy of the foregoing **Correspondence Withdrawing Tariff Supplement No. 71 and Replacing it with a *Pro Forma Tariff Supplement*** upon the parties of record in this proceeding, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant) in the manner and upon the persons listed below:

**SERVICE BY E-MAIL ONLY**

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Counsel for the *Office of Small Business Advocate*

Respectfully submitted,



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Jonathan P. Nase, Esq.  
*Counsel for Veolia Water Pennsylvania, Inc.*

VEOLIA WATER PENNSYLVANIA, INC.

Supplement No. XX to:  
Water – Pa. P.U.C. No. 7

VEOLIA WATER PENNSYLVANIA, INC.

Harrisburg, Pennsylvania,

Rates, Rules and Regulations

Governing the Distribution of Water in

(See Page 5 for Territories Served)

ISSUED: XX XX, XXXX

EFFECTIVE: XX XX, XXXX

BY: Larry Finnicum, Vice President & General Manager  
Veolia Water Pennsylvania, Inc.  
6310 Allentown Boulevard  
Harrisburg, PA 17112

## NOTICE

This Tariff Supplement No. 71 is filed to provide for the replacement of customer owned lead service lines in compliance with Commission Order P-2023-3042107.

LIST OF CHANGES MADE BY THIS SUPPLEMENT

This Tariff Supplement No. 71 is filed to provide for the replacement of customer owned lead service lines in compliance with Commission Order P-2023-3042107.

| (C)

- (I) Indicates an Increase
- (D) Indicates a Decrease
- (C) Indicates a Change

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- (e) Water service to motels, hotels, trailer courts or mobile home compounds; or
- (f) Any person in whose name a residential service account is listed, and who is primarily responsible for payment of bills rendered for such service; or
- (g) Any private or public fire service.

Customer's Service Line. The Customer's service line shall extend from the Property to the Curb Stop or curb line or such point as designated by the Company. All connections, service lines and fixtures owned by the Customer shall be maintained by the Customer in good order, and all meters and appurtenances owned by the Company and located on the Property of the Customer shall be protected properly by the Customer. All leaks in or other deteriorated condition of the Customer's service line or any other pipe or fixture in or upon the premises supplied must be repaired immediately by the owner or occupant of the premises.

C

"Curb Box". A cylindrical device with a lid which is normally placed by the curb affording access to the curb stop. Normally, this device is initially installed by the Company, but may be subject to having its condition or position adjusted by natural forces or the work of the developer or a plumber. Accordingly, it is the responsibility of the customer to maintain the curb box in a safe condition, or to notify the Company in writing to make the necessary repairs or relocation to the curb box or curb box lid.

"Curb Stop". A device owned, installed, maintained and controlled exclusively by the Company that can be turned to an open or closed position for the purpose of controlling the supply of water to the service property.

Cross Connection. A cross-connection is any pipe, valve or other physical connection, or other arrangement or device connecting the pipelines of the Company, or facilities directly or indirectly connected therewith, to and with pipes or fixtures by which any contamination might be admitted or drawn from lines other than the Company's into the distribution system of the Company, or into lines connected therewith.

Debt Cost (as related to line extensions). The utility's additional annual cost of debt associated with financing the line extension investment based on the utility's current debt ratio and weighted long-term debt cost rate.

Delinquent Account. Charges for utility service which have not been paid in full by the due date stated on the bill or otherwise agreed upon; provided that an account shall not be deemed delinquent if prior to the due date a Payment agreement with the Company has been entered into by the customer or an informal or formal complaint is timely filed with, and is pending before, the Commission.

Depreciation Charges (as related to line extensions). The utility's additional annual depreciation charges associated with the specific line extension investment to be made based on the current depreciation accrual rates.

Dwelling. A house, apartment, or single meter multi-unit structure being supplied with residential service.

Emergency. An unforeseen combination of circumstances requiring temporary discontinuance of service in order to effect repairs or maintenance, or to eliminate an imminent threat to life, health, safety or property.

ERC (Equivalent Residential Customer). The total amount of revenue received from the residential class customers, divided by the total number of residential customers for the same calendar year.

**CUSTOMER OWNED LEAD SERVICE LINE REPLACEMENTS (COLSL)**

(C)

Application: The Company shall, replace lead Customer Owned Service Lines (“COLSLs”) pursuant to the Company’s Lead Service Line Replacement Plan (“Replacement Plan”) upon consent of the customer or property owner. The Company will replace COLSLs it encounters when replacing its mains or as COLSLs are identified, up to 20 COLSL replacements per year within a maximum budgeted amount of \$100,000 per year.

Any portion of the annual budgetary allotment that is not spent on COLSL replacements in a given year will roll over to the next subsequent year, subject to annual cap of 20 COLSL replacements per year. If the Company does not use the excess budgeted amount that carried over from the previous year, that excess budgeted amount will not carry forward into the following year. The Company may petition the Commission to modify its annual budgeted amount and/or the cap on COLSL replacements per year if, in the Company’s sole discretion, the Company determines these amounts are not adequate to meet the needs of the Replacement Plan. Any petition to modify the budgeted amount or maximum number of COLSLs replaced per year is subject to Commission approval. Costs incurred by the Company under the Replacement Plan shall be subject to Act 120 of 2018 (P.L. 738, No. 120) and the accounting and ratemaking treatment approved by the Pennsylvania Public Utility Commission entered [date] at Docket No. P-2023-[ ]. After a COLSL is replaced by the Company or the Company’s contractor, the Customer shall own and have full responsibility for the repair, replacement, and maintenance of the new Customer Service Line installed, and which, thereafter, Rules 20.1, 21, and 25 shall apply:

- A. The Customer shall enter into an Agreement for the Replacement of the COLSL, in a form provided by the Company, prior to the initiation of any work by the Company or its contractors to replace a COLSL.

A two-year warranty on workmanship, materials, and the restoration of surfaces shall be provided for any COLSL that the Company or its contractor replace limited to the cost of replacing the COLSL. The warranty will begin upon the completion of the COLSL replacement. The Company assumes no liability for damages outside of the of said warranty.

The Customer shall allow access to the customer or property owners property in order to correct such deficiencies.

- B. If the Company, at the request of a Customer or property owner (as applicable), determines that the Customer or property owner (as applicable) replaced their lead Customer Service Line, and the Customer Service Line was replaced within one year prior to the commencement of the main replacement project, and the Customer or property owner provides the Company with a paid invoice, a certification from a certified plumber, and other documentation required by the Company, in its sole discretion, to verify the replacement, the Company will reimburse the Customer or the property owner (as applicable) reasonable costs in an amount that is the lower of: (i) the actual replacement costs incurred by the Customer or property owner (as applicable) or (ii) the average costs that the Company would have incurred to perform the replacement of a similarly-sized Service Line. The date of commencement of a main replacement project is the date the Company begins physical main replacement work in the project area that includes the Customer’s premise.

**CUSTOMER OWNED LEAD SERVICE LINE REPLACEMENTS (COLSL) (Cont)**

(C)

**Customer Service Line:** The Customer's service line shall extend from the Property to the Curb Stop or curb line or such point as designated by the Company. All connections, service lines and fixtures owned by the Customer shall be maintained by the Customer in good order, and all meters and appurtenances owned by the Company and located on the Property of the Customer shall be protected properly by the Customer. All leaks in or other deteriorated condition of the Customer's service line or any other pipe or fixture in or upon the premises supplied must be repaired immediately by the owner or occupant of the premises.

**Lead Customer Service Line:** Any Customer Service Line constructed with lead or galvanized pipe located downstream from a Service Pipe constructed with lead.

**Shutoff Valve:** In the event a shutoff valve is not located along a specific length of pipe within a structure, the entity may install a shutoff valve to serve as a point of demarcation between the property's service line and the property's interior water distribution piping within 12 inches of the property's structure.

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

**Partial Lead Service Line Replacements**

- A. Neither a customer nor a property owner may install a partial LSLR. A partial LSLR must result in termination of service until such time as the entity can replace the entity-owned LSL under § 65.62 (relating to prohibition on partial LSLRs).
- B. 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 entity replacing the entity-owned LSL, whereby the customer or property owner, if the customer is not the property owner, shall provide the public utility or authority at least 90 days' notice prior to replacing the COLSL.
- C. The Company will not connect an applicant for water service to the entity-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 an entity'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 where applicable or a verified statement from a licensed contractor attesting to completion of the LSLR.
- D. Where a customer or property owner, if the customer is not the property owner, refuses, or fails to accept, an entity's offer to replace a customer-owned LSL, the Company shall replace the entity-owned portion of the LSL in accordance with the entity's LSLR plan and terminate service until such time as the customer owned LSL is replaced.
- E. Neither a customer nor a property owner may install a partial LSLR. A partial LSLR must result in termination of service until such time as the Company can replace the entity-owned LSL under Title 52 § 65.62. Where an entity has reasonable evidence indicating service is being provided using a partial LSLR installed after July 22, 2022, by a customer or property owner, if the customer is not the property owner, the Company shall terminate service until such time as LSLs are replaced.