



CITY OF CUMBERLAND MARYLAND

DEPARTMENT OF UTILITIES

June 18, 2025

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

RE: Petition for LSLR Program
Docket No. P-2024-3050185

Secretary:

As the operator of the Evitts Creek Water company, the City of Cumberland offers its second revised submission of our petition for the Lead Service Line Replacement Program in accordance with Act 120, Ch 65, as requested in your letter from June 11, 2025.

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).

MAYOR

RAYMOND M. MORRISS

COUNCIL

RICHARD J. CIONI, JR.
EUGENE T. FRAZIER
JAMES L. FURSTENBERG, III
BRIAN R. LEPLEY

CITY ADMINISTRATOR

JEFFREY F. SILKA, ICMA-CM

DIRECTOR OF UTILITIES

ROBERT L. SMITH, P.E.

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).

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
VOICE (301)722-2000 • FAX (301)759-6438 • TDD (800)735-2258

Evitts Creek's Responses to TUS Data Request 2
Petition of Evitts Creek Water Company for Approval of its Lead Service Line Replacement
Program at Docket No. P-2024-3050185

- P-1.** Appendix 3 of Evitts Creek's Petition for a Lead Service Line Replacement Program (LSLR Program) included a copy of its Lead Service Line Replacement Plan (LSLR Plan). The LSLR Plan's Appendix 7 included a copy of Evitts Creek's service line inventory (SLI). 52 Pa. Code §§ 65.56(a)(1) requires that an entity's LSLR Plan include a service line inventory that complies with United States Environmental Protection Agency (EPA) regulations at 40 CFR §§ 141.1—143.20 (EPA Regulations). EPA Regulations require each service line to be categorized as "Lead", "Galvanized Requiring Replacement" (GRR), "Non-lead", or "Lead Status Unknown". Evitts Creek's SLI identified three galvanized customer-owned service lines without categorizing those service lines as GRR. Pursuant 52 Pa. Code § 65.56(a)(4), an entity shall identify assumptions in its service line inventory to the Commission. Please provide responses to the following:
- a. Clarify whether Evitts Creek for the purposes of its SLI will be assuming that all galvanized customer-owned service lines may at some point have been downstream of a lead service line;
 - b. Submit a revised SLI that complies with EPA regulations at 40 CFR §§ 141.1—143.20. Also, please note that DEP recommends the use of DEP's Service Line Inventory Form Excel Template 3930-FM-BSDW0042A to meet inventory requirements, available at <https://www.dep.pa.gov/Business/Water/BureauSafeDrinkingWater/DrinkingWaterMgmt/Regulations/Pages/Lead-and-Copper-Rule.aspx>; and
 - c. Submit a copy of Evitts Creek's SLI in a live electronic spreadsheet format.

Answers by Robert Smith (Director of Engineering and Utilities & Evitts Creek Secretary):

- a. **Evitts Creek will assume that all galvanized customer-owned service lines may have, at some point, been downstream of a lead service line.**
 - b. **Evitts Creek submitted our SLI inventory with our revised submission LSLR on August 30, 2024.**
 - c. **Evitts Creek submitted our SLI inventory with our revised submission LSLR on August 30, 2024 but will reattach to this submission.**
- P-2.** The LSLR Plan's Planning and Replacements Section did not provide Evitts Creek's projected annual investment in LSLRs (e.g., an annual value, in dollars) with an explanation of Evitts Creek's anticipated sources of financing (e.g., debt, equity, internally generated funds, etc.). Specifically, Evitts Creek's response to (b)(1) appears to present a plan to replace the three customer-owned galvanized service lines as part of a directed effort within a defined span of time. Please submit a revised LSLR Plan response for 52 Pa. Code § 65.56(b)(1) that provides Evitts Creek's projected annual or one-time investment in LSLRs with an explanation of Evitts

Creek's anticipated sources of financing.

Answer by Robert Smith: In Appendix 3, Section b(1) of Evitts Creek's 8/30/2024 response, they advised that 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 fund this effort through our annual water operation budget. Evitts Creek does not plan to finance this effort at this time.

P-3. The LSLR Plan's Planning and Replacements Section did not provide Evitts Creek'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 Evitts Creek's annual cap on LSLRs. Evitts Creek indicated that it intends to replace three service lines upon approval of the tariff supplement without a specific time frame (e.g., within twelve months of Commission approval). Please submit a revised LSLR Plan response for 52 Pa. Code § 65.56(b)(2) that provides Evitts Creek's projected number of LSLRs per calendar year with an explanation of how the projection was determined (e.g., 3 LSLRs in first calendar year and zero annual replacements thereafter) and a statement that this number is consistent with Evitts Creek's annual cap on LSLRs.

Answer by Robert Smith: In Appendix 3, Section b(2) of Evitts Creek's 8/30/2024 response, they advised how they arrived at the projection and the annual cap. This response will be modified under question P-11.

P-4. The LSLR Plan's Planning and Replacements Section indicated that if a lead service line (LSL) is not replaced within one year and the property owner denies access to the property, the service will be disconnected until the owner provides proof that it has been replaced by a third party at their cost. However, the LSLR Program's Appendix 1 included a copy of the Pro Forma LSLR Program Tariff Supplement (Pro Forma Tariff) that does not appear to allow Evitts Creek to terminate service to a customer solely on the basis of a LSL not being replaced within one year of identification and the property owner denying access to the property. Conversely, the Pro Forma Tariff appears to require Evitts Creek to offer to replace customer-owned LSLs at its cost in certain emergencies and to proceed with termination of service to locations being served by a partial LSLR. Please submit revised LSLR Plan responses as follows:

- a. For 52 Pa. Code § 65.56(b)(4), provide a revised explanation of Evitts Creek's processes and procedures to address emergency repairs or replacements which reveal LSLs. For example, Evitts Creek's response may indicate that 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.

- b. For 52 Pa. Code § 65.56(b)(5), provide revised 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. For example, Evitts Creek's response may indicate that Evitts Creek will offer to replace customer-owned LSLs pursuant to Section 5 of its LSLR Program and the procedures discussed in its LSLR Plan.

- c. For 52 Pa. Code § 65.56(b)(6)(ii), provide a revised brief description of Evitts Creek's process for LSLRs under normal conditions and under atypical conditions. For example, Evitts Creek's response may indicate that Evitts Creek will offer to replace customer-owned LSLs pursuant to Section 5 of its LSLR Program and the procedures discussed in its LSLR Plan.

Answers by Robert Smith:

- a. **Refer to Appendix 3 Section b(4) of Evitts Creek's 8/30/2024 response**
- b. **Refer to Appendix 3 Section b(5) of Evitts Creek's 8/30/2024 response**
- c. **Refer to Appendix 3 Section b(6)(ii) of Evitts Creek's 8/30/2024 response**

P-5. Several Evitts Creek LSLR Plan responses and appendices appear to propose terms or conditions of service that conflict with Evitts Creek's Pro Forma Tariff. For each of the following LSLR Plan responses, please submit revised responses to remove referenced terms or conditions of service, or specify the Pro Forma Tariff language that permits the referenced terms or conditions of service and explain why each proposed term or condition is reasonable. The Commission notes that the LSLR Plan needs to match the terms or conditions of service detailed in the Pro Forma Tariff:

- a. In Evitts Creek's responses to 52 Pa. Code § 65.56(b)(4), (5), and (6)(ii), Evitts Creek indicated that if a LSL is not replaced within one year and the property owner denies access to the property, the service will be disconnected until the owner provides proof that it has been replaced by a third party at their cost. Please review Sections 6 and 8 of Evitts Creek's Pro Forma Tariff regarding termination of service.

- b. In Evitts Creeks response to 52 Pa. Code § 65.56(b)(6)(iii), Evitts Creek indicated that the City will provide 3 business days' notice if it is the one to replace the LSL. Please review Section 5 of Evitts Creek's Pro Forma Tariff regarding LSL Replacements.

- c. In Evitts Creeks response to 52 Pa. Code § 65.56(b)(10), Evitts Creek referenced the Petition's Appendix 9, which includes numerous terms and conditions. Please review Sections 6 and 9 of Evitts Creek's Pro Forma Tariff regarding Customer Refusal and Reimbursement.

Answers by Robert Smith:

- a. Refer to Appendix 3 Section b(4) of Evitts Creek's 8/30/2024 response
- b. Refer to Appendix 3 Section b(6)(iii) of Evitts Creek's 8/30/2024 response
- c. Refer to Appendix 3 Section b(10) of Evitts Creek's 8/30/2024 response

P-6. The LSLR Plan's Appendix 9 included a copy of the Company LSLR Refusal and Non-Acceptance Procedure (Refusal Procedure). The Refusal Procedure Sections 3 and 4 appear to detail a reimbursement cap of \$50 per lineal foot of service line and includes numerous requirements regarding a customer's ability to seek reimbursement. However, these provisions do not appear to comply with 52 Pa. Code § 65.58(d). Further, Pro Forma Tariff, Part V, (9) Reimbursement, indicates that 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. Please submit a revised LSLR Plan and appendices that removes any fixed amount for reimbursement and conforms to the terms in the Pro Forma Tariff and Commission regulations.

Answer by Robert Smith: **In Appendix 9 of Evitts Creek's 8/30/2024 response, they removed all references to \$50 per lineal foot.**

P-7. The LSLR Plan's Appendix 10, LSLR Program Print and Broadcast Materials, provided a link to a Service Line Survey (Survey) on the City of Cumberland Maryland's website that requires Evitts Creek's customers to sign up for an email service with a third-party provider, <https://www.gmail.com>, in order to participate. Additionally, the screenshot of the Survey appears to only provide an option to select Cumberland, Maryland, and 21502 for the City, State, and Zip Code, respectively. Please provide revised LSLR Plan Appendix 10 that includes a Survey and other communication materials specifically for Evitts Creek's customers, or indicate that Evitts Creek will not be providing this survey service to its customers along with removing the associated communication materials.

Answer by Robert Smith: **In Appendix 10 of Evitts Creek's 8/30/2024 response, they advised that broadcast materials were not required to be transmitted. Appendix 10 will be revised to include the materials to be presented to the customers with GRR service lines upon approval of the LSLR Plan.**

P-8. On August 30, 2024, Evitts Creek Water Company (Evitts Creek) filed a revised Lead Service Line Replacement (LSLR) Program that included a revised *pro forma* tariff supplement (Pro Forma Tariff) to Tariff Water – Pa. P.U.C. No. 4, Data Responses to 52 Pa. Code § 53.52, and LSLR Plan. However, Evitts Creek did not provide responses to TUS Data Request Set 1 dated August 21, 2024, served by Secretarial Letter at Docket No. P-2024-3050185. Please provide complete responses to TUS Data Request Set 1 that restate the data request prior to providing a response. If Evitts

Creek's revised LSLR Program addresses questions identified in TUS Data Request Set 1, please include specific references to the section of the revised LSLR Program as part of Evitts Creek's data request response.

Answer by Robert Smith: Responses provided in the previous sections P-1 through P-7, respectively.

- P-9. In Section (a)(2) of the LSLR Plan provided as the Petition's Appendix 3, Evitts Creek indicated that, "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." Please provide responses to the following:
- a. Confirm that Evitts Creek opened the meter boxes for all customers and was able to verify pipe material types for the customer-owned and company-owned service lines using this method;
 - b. Explain why it is reasonable for Evitts Creek to assume that all homes built during or after 1970 contained only "non-lead" service line materials realizing the ban occurred in early 1991 and the prohibition may not have been equally enforced in different geographic locations across Pennsylvania;
 - c. Clarify whether Evitts Creek, for the purposes of its service line inventory (SLI), will be assuming that all galvanized customer-owned service lines may at some point have been downstream of a lead service line; and
 - d. Verify that Evitts Creek prepared its SLI in compliance with United States Environmental Protection Agency and Pennsylvania Department of Environmental Protection guidelines.

Answer by Robert Smith:

- a. **Evitts Creek opened all the meter boxes for our 53 accounts to verify pipe material.**
- b. **Evitts Creek is operated by a Maryland Entity (City of Cumberland) who is governed by Maryland laws in regulations within said state. The overwhelming majority of City of Cumberland's service lines are in the State of Maryland which banned the installation of lead water service lines in 1972 and reinforced by the federal ban in 1986. The City of Cumberland would not have maintained multiple material inventories for each State they operate within nor would they have implemented different installation practices. Due to the Maryland ban in 1972, Evitts Creek's operator would have used the same materials in Pennsylvania as it did in Maryland which would have been non-lead. Section a(2) was updated to reflect**

this.

- c. Yes, as stated in the response to P-1(a), Evitts Creek will assume that all galvanized customer-owned service lines may have, at some point, been downstream of a lead service line. Section a(2) was updated to reflect this.**
- d. Evitts Creek prepared its SLI in compliance with the United States Environmental Protection Agency and Pennsylvania Department of Environmental Protection guidelines, to the best of our knowledge. We have not received feedback from either agency in regards to our submission.**

P-10. In Section (b)(2) of the LSLR Plan, Evitts Creek indicated that it intends to replace one LSL annually upon Commission approval of its LSLR Program. Evitts Creek indicated that it is performing this same effort in the State of Maryland and cannot commit all of its resources to PA customers until after the Maryland inventory is finalized. Additionally, Evitts Creek noted that the regulations of Maryland are still unknown at this time. However, the Commission notes that Evitts Creek is a regulated water public utility subject to the jurisdiction of the Commission and, therefore, may not use any potential limitations of its contracted operator, the City of Cumberland, Maryland (City), as a basis for its inability to proceed expeditiously on its LSLR Program upon approval by the Commission. Please provide a revised LSLR Plan, Section (b)(2), that removes any reference to the State of Maryland regulations and the resources required to complete a service line inventory for an out-of-state entity. If additional resources are required to comply with Commission regulations, Evitts Creek should indicate it will contract with additional entities to complete its projected number of LSLRs per calendar year.

Answer by Robert Smith: References to the State of Maryland regulations have been removed from the LSLR plan Section b(2).

P-11. In Section (b)(3) of the LSLR Plan, Evitts Creek indicated that only three galvanized requiring replacement (GRR) service lines will be replaced at this time and that these will be replaced upon approval of the tariff supplement and when given approval by the landowner to do so, unless the landowner wishes to get a third-party. However, Evitts Creek indicated in the LSLR Plan's Section (b)(2), that it intends to replace one LSLR per year and in the Pro Forma Tariff's Part V, Section (4), that it will cap LSLR Projects at one customer-owned LSLR on an annual basis. The Commission notes an entity's *pro forma* tariff supplement may include an annual LSLR cap that is greater than the planned number of annual LSLRs an entity intends to complete as part of its LSLR plan. Please provide responses to the following:

- a. Clarify the projected number of LSLRs per calendar year that Evitts Creek intends to complete;
- b. Provide a statement that this projected number is consistent with the entity's annual cap on LSLRs; and

- c. Provide a revised LSLR Plan that reflects the same projected number of LSLRs per calendar year in each plan section, and a revised Pro Forma Tariff that includes an annual LSLR cap that is equal to or greater than the projected number of LSLRs included in the LSLR Plan.

Answer by Robert Smith:

- a. **Evitts Creek LSLR plan has been revised and resubmitted. Upon approval of their LSLR plan, Evitts Creek projects to complete three (3) LSLR in the first year and none in the proceeding years.**
- b. **Evitts Creek's annual cap on LSLR shall be three (3) which will address all of the known GGR service lines in their service area.**
- c. **The Section b(3) of the LSLR plan has been revised and resubmitted.**

P-12. In Section 5 of the LSLR Plan, Evitts Creek indicated, "Evitts Creek will make contact with the property owner to provide them notice of the issue and advise them of their options." Please provide responses to the following:

- a. Clarify the methods of communication that Evitts Creek intends to utilize to make contact with customers;
- b. Identify the number of communication attempts that Evitts Creek will make with each customer prior to considering the customers non-responsive; and
- c. Provide copies of any communication materials that Evitts Creek will provide to customers to advise customers of their LSLR options.

Answer by Robert Smith:

- a. **Section 5 has been modified to indicate that Evitts Creek shall attempt to contact customers via mail, phone, email (if available) and in-person visit to the property.**
- b. **A customer shall be considered non-responsive after failure to respond to Evitts Creek's requests after all the following conditions are met:**
 - 1. **Failure to respond to two (2) certified mailings within 10 business days of the Evitts Creek receiving the certified mail receipt.**
 - 2. **Failure to respond to 2 phone calls within 10 business days of each attempt.**
 - 3. **If an email address is on file, Failure to respond to 2 emails within 10 days of each attempt. Emails shall be sent within 24 hours of each failed phone call attempt.**
 - 4. **Failure to be available at the customer's residence on two (2) attempts within 10 business days and a minimum of 5 business days between first and second attempt. With each**

in-person attempt, the City of Cumberland representative shall leave a copy of the LSLR Consent Agreement, broadcast materials and a business card.

- c. See Appendix 8, Appendix 9 and Appendix 10 for materials that will be provided to customers advising them of their LSLR options.**

P-13. In Section (b)(8) of the LSLR Plan, Evitts Creek indicated that specific products used in a LSLR would comply with the City of Cumberland's standards. Please provide a copy of the City of Cumberland's standards related to water service line installation and materials.

Answer by Robert Smith: The City of Cumberland's standards for water service line installation and materials are attached to the LSLR Plan as Appendix 12

P-14. In Section (c)(1) of the LSLR Plan, Evitts Creek indicated that no broadcast materials were made available to customers due to the lines being physically inspected by Evitts Creek. However, physical inspection of service lines does not alleviate Evitts Creek's responsibility to comply with United States Environmental Protection Agency regulations at 40 CFR 141.85 (relating to public education and supplemental monitoring and mitigation requirements) which states, "A water system with lead, galvanized requiring replacement, or lead status unknown service lines must deliver public education materials to persons with a lead, galvanized requiring replacement, or lead status unknown service line as specified in paragraphs (e) and (f) of this section." Evitts Creek has indicated that three GRR have been identified within its water distribution system. Please provide copies of any printed or broadcast materials to be distributed under the entity's LSLR program and revise the LSLR Plan to identify the circumstances under which these materials would be distributed.

Answer by Robert Smith: Refer to the City's Response of Question P-7. Appendix 10 has been updated.

P-15. The LSLR Plan's Appendix 8 included a copy of Evitts Creek's LSLR Consent Agreement Form (Consent Form). The Consent Form, as presented, requires the customers of Evitts Creek to enter into an agreement with the City and, therefore, is in direct conflict with Evitts Creek's effective tariff. All agreements and communications must be by and between the customer and Evitts Creek, as the regulated water public utility. The City, as an Evitts Creek contractor, may not offer to replace an LSL as it is not the entity authorized by the Commission to provide water utility service in the Commonwealth of Pennsylvania. Please provide a revised Consent Form that directs all terms and conditions to be by and between the customer and Evitts Creek to include all communication being directed to Evitts Creek's primary business address in Pennsylvania.

Answer by Robert Smith: **Appendix 8 has been revised to reflect the offer being made by Evitts Creek and the work will be performed by their operator, City of Cumberland.**

P-16. The LSLR Plan’s Appendix 9 included a copy of Evitts Creek’s LSLR Refusal and Non-acceptance Procedure (Refusal Procedure). As noted above in P-15, all procedures and communications must be between the customer and Evitts Creek. Specifically, in Section 1 of the Refusal Procedure, Evitts Creek indicated the City (dba Evitts Creek) shall issue a letter to the customer [...]. Please provide a revised Refusal Procedure including the LSLR Refusal Form and LSLR Verification Form that directs all terms and conditions to be by and between the customer and Evitts Creek to include all communication being directed to Evitts Creek’s primary business address in Pennsylvania.

Answer by Robert Smith: **Appendix 9 has been revised to reflect the offer being made by Evitts Creek and the work will be performed by their operator, City of Cumberland.**

P-17. Please provide evidence that Evitts Creek filed annual financial reports with the Commission for the years 2021 through 2024 pursuant to Commission regulations at 52 Pa. Code § 71.

Answer by Robert Smith: **Evitts Creek’s annual financial reports have been attached to this submission as Appendix 13**

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: 1032 Lake Gordon Road, Bedford, Pennsylvania 15522

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
1032 Lake Gordon Road, Bedford, Pennsylvania 15522
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 three (3) customer-owned LSLRs in the first year and none in the proceeding years. 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 all the meter boxes for their 53 accounts to determine what pipe materials comprise the service lines for the utility and customer owned portions. Evitts Creek is operated by a Maryland Entity (City of Cumberland) who is governed by Maryland laws in regulations within said state. The overwhelming majority of City of Cumberland's service lines are in the State of Maryland which banned the installation of lead water service lines in 1972 and reinforced by the federal ban in 1986. The City of Cumberland would not have maintained multiple material inventories for each State they operate within nor would they have implemented different installation practices. Due to the Maryland ban in 1972, Evitts Creek's operator would have used the same materials in Pennsylvania as it did in Maryland which would have been non-lead. Evitts Creek will assume that all galvanized customer-owned service lines may have, at some point, been downstream of a lead service line.

- (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 fund this effort through our annual water operation budget. We do not plan to finance this effort at this time.
(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.
Response:	The Utility intends to replace 3 LSLR service lines in the first calendar year and zero annually thereafter, upon gaining approval of the tariff supplement and when given approval by the landowner to do so unless they wish to get a third-party. This statement is consistent with Section 4 of the Pro Forma Tariff. Evitts Creek will contract with additional entities to complete its project number of LSLR's per calendar year if necessary.
(3)	Identify the prioritization criteria considered by the entity when developing its LSLR schedule.
Response:	Only 3 GRR service line will be replaced at this time as they are the only service lines requiring replacement in accordance with Evitts Creek's SLI. 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.
(4)	Provide an explanation of the entity's processes and procedures to address emergency repairs or replacements which reveal LSLs.
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.
(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
Response:	Evitts Creek will make contact with the property owner, via certified mail, phone call, email (if available) and in-person visit to the residence 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.

A customer shall be considered non-responsive after failure to respond to Evitts Creek's requests after all the following conditions are met:

1. Failure to respond to two (2) certified mailings within 10 business days of the Evitts Creek receiving the certified mail receipt.
2. Failure to respond to 2 phone calls within 10 business days of each attempt.
3. If an email address is on file, Failure to respond to 2 emails within 10 business days of each attempt. Emails shall be sent within 24 hours of each failed phone call attempt.
4. Failure to be available at the customer's residence on two (2) attempts within 10 business days and a minimum of 5 business days between first and second attempt. With each in-person attempt, the City of Cumberland representative shall leave a copy of the LSLR Consent Agreement, broadcast materials and a business card.

With each certified mailing, mail and residence visit, a copy of the forms or broadcast materials from the LSLR Plan Appendices 8-10 will be provided to advise the customers of their LSLR options.

(6) Provide the entity's processes and procedures based upon acceptance of a LSLR, including:

(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.

Response: Refer to Appendix 8

(ii) A brief description of the entity's process for LSLRs under normal conditions and under atypical conditions.

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.
(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.
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.
(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.
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.
(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.
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.
(8) Provide a detailed explanation of the industry-accepted practices that the entity plans to use to replace entity-owned and customer-owned LSLs.
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 Evitts Creek’s operator, the City of Cumberland’s, standards.
(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.
Response: Evitts Creek does not foresee any opportunities to acquire any water systems in the State of Pennsylvania.
(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.

Response: Refer to Appendix 9

(c) Communications, outreach and education:

- (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.

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.

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:

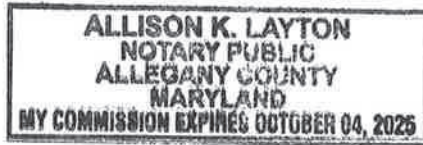


Title:

Director of Engineering and Utilities
Evitts Creek Water Company Secretary

Date:

7/19/2024



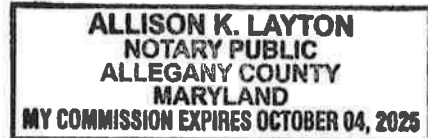
STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

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 the Evitts Creek Water Company (Evitts Creek), 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 Evitts Creek replace my service line, in accordance with Tariff PA PUC No. 4. I hereby authorize the Evitts Creek’s operator, the City of Cumberland (“the Operator”), 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 Operator or its contractors that are not covered by the Company’s LSLR Program Warranty.

- By refusing the Evitts Creek’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 Evitts Creek for eligible expenses for making the repair. I am aware that I will be required to provide verification to the Evitts Creek, 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, Evitts Creek’s offers to either replace the service line or reimburse my expenses for replacing the service line with a third party shall be 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 Evitts Creek would have incurred to perform the replacement of a similarly-sized service line not to exceed the actual cost. Evitts Creek 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 Evitts Creek and their Operator 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 Evitts Creek Water Company, Evitts Creek 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

Date

Mail this completed agreement form to:

Evitts Creek Water Company
1032 Lake Gordon Road
Bedford, Pennsylvania 15522

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”), 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 Evitts Creek.
4. Upon receipt of the documents in Item 3, Evitts Creek 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 Evitts Creek 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, Evitts Creek shall issue a reimbursement check to the Customer within 90 days.
6. If the submitted documents are insufficient, Evitts Creek shall contact the customer or property owner to request additional necessary information to determine eligibility. Evitts Creek 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 Evitts Creek 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 Evitts Creek’s business address, Evitts Creek 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. Evitts Creek shall document all refusals and attempts to contact individual customers.
3. Evitts Creek 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 the Evitts Creek Water Company (“Evitts Creek”) 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 Evitts Creek’s offer to replace my lead service line.

By refusing Evitts Creek’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 Evitts Creek, 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, Evitts Creek’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 Evitts Creek 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 Evitts Creek 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 Evitts Creek 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. Evitts Creek 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 Evitts Creek 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

Mail this completed agreement form to:

Evitts Creek Water Company
1032 Lake Gordon Road
Bedford, Pennsylvania 15522

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

Mail this completed agreement form to:

Evitts Creek Water Company
1032 Lake Gordon Road
Bedford, Pennsylvania 15522

LSLR Verification Form

I, the undersigned, being fully authorized as the customer and/or property owner of _____ (property address) have been informed by Evitts Creek Water Company (“Evitts Creek”) 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 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 Evitts Creek 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

Mail this completed agreement form to:

Evitts Creek Water Company
1032 Lake Gordon Road
Bedford, Pennsylvania 15522

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 during the generation of the Service Line Inventory.

The following letters will be provided to the customers with GRR service lines during the process as Evitts Creeks of replacing service in accordance with Sections 4, 5 and 6 of the Pro Forma Tariff Supplement.



CONSUMER NOTIFICATION OF A GALVANIZED REQUIRING REPLACEMENT SERVICE LINE

June 16, 2025

105 Hazen Road

Bedford, PA 15522

Dear Water Customer,

The Evitts Creek Water Company (“Evitts Creek”) would like to inform you that the water service line to the above address has been classified as a **Galvanized Requiring Replacement (GRR) Service Line**. This means that some or all of the service line piping contains galvanized piping that was, currently is, or could have been downstream from a lead source. Water supplied through a lead service line has the potential to increase your risk of exposure to lead. Lead scale can build up on the interior of the galvanized piping and later release into drinking water even after the original source of lead is replaced. Therefore, water supplied through a GRR service line has the potential to increase your risk of exposure to lead. For further information regarding your service line, our service line inventory is accessible at <https://ci.cumberland.md.us/730/Lead-Service-Line-Survey>.

What is a Service Line?

A service line is the piping that connects your household or building plumbing to the water main in the street. Ownership varies by water system but is typically split between the water system and the customer. Evitts Creek owns the section of the service line from the water main to the curb stop, while the section from the curb stop to the structure (or the water meter if it is inside the structure) is owned by the customer.

How Can I Replace My Service Line?

Evitts Creek is working with State and Federal agencies to learn more about opportunities for service line replacements.

Evitts Creek is investigating funding opportunities through the State and Federal Governments for service line replacement assistance.

In addition, we are required to replace the water system-owned portion of the service line upon notification that the customer-owned portion will be undergoing replacement. If you are replacing the customer-owned portion of the service line, please notify us as soon as possible at WaterQuestions@cumberlandmd.com so we may coordinate our efforts.

What are the Health Effects of Lead?

Exposure to lead in drinking water can cause serious health effects in all age groups. Infants and children can have decreases in IQ and attention span. Lead exposure can lead to new learning and behavior problems or exacerbate existing learning and behavior problems. The children of women who are exposed to lead before or during pregnancy can have increased risk of these adverse health effects. Adults can have increased risks of heart disease, high blood pressure, kidney or nervous system problems.

What Can I do to Reduce Exposure to Lead in Drinking Water?

- **Run your water to flush out lead.** If the water hasn’t been used for several hours, run the water for 15-30 seconds to flush lead from interior plumbing or run the water until it becomes cold or reaches a steady temperature before using it for drinking or cooking. Only use cold water for drinking and cooking.
- **Do NOT use water from the hot water tap to make baby formula.**
- **Do NOT boil water to remove lead. Boiling water will not reduce lead.**

- **Look for alternative sources or treatment of water, such as use of a pitcher filter that is certified to remove lead and replace the cartridges on a routine frequency or use bottled water.**
- **Identify and replace premise plumbing fixtures containing lead.** Brass faucets, fittings, and valves, including those advertised as “lead free” installed prior to 2014, may contribute lead to drinking water because the law allowed fixtures with up to 8% lead to be labeled as lead free.
- **Regularly clean your aerators/screens on plumbing fixtures.** Sediment, debris, and lead particles can collect in your aerator. If lead particles are caught in the aerator, lead can get into your water.

For more information, call us at 301-759-6625, or visit our website at <https://www.ci.cumberland.md.us/>. For more information on reducing lead exposure around your home/building and the health effects of lead, visit EPA's website at <http://www.epa.gov/lead> or contact your health care provider.

Sincerely,

Evitts Creek Water Company

1032 Lake Gordon Road

Bedford, Pennsylvania 15522



CONSUMER NOTIFICATION OF A GALVANIZED REQUIRING REPLACEMENT SERVICE LINE

June 16, 2025

530 Lake Gordon Rd

Bedford, PA 15522

Dear Water Customer,

The Evitts Creek Water Company (“Evitts Creek”) would like to inform you that the water service line to the above address has been classified as a **Galvanized Requiring Replacement (GRR) Service Line**. This means that some or all of the service line piping contains galvanized piping that was, currently is, or could have been downstream from a lead source. Water supplied through a lead service line has the potential to increase your risk of exposure to lead. Lead scale can build up on the interior of the galvanized piping and later release into drinking water even after the original source of lead is replaced. Therefore, water supplied through a GRR service line has the potential to increase your risk of exposure to lead. For further information regarding your service line, our service line inventory is accessible at <https://ci.cumberland.md.us/730/Lead-Service-Line-Survey>.

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In addition, we are required to replace the water system-owned portion of the service line upon notification that the customer-owned portion will be undergoing replacement. If you are replacing the customer-owned portion of the service line, please notify us as soon as possible at WaterQuestions@cumberlandmd.com so we may coordinate our efforts.

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- **Do NOT use water from the hot water tap to make baby formula.**
- **Do NOT boil water to remove lead. Boiling water will not reduce lead.**

- **Look for alternative sources or treatment of water, such as use of a pitcher filter that is certified to remove lead and replace the cartridges on a routine frequency or use bottled water.**
- **Identify and replace premise plumbing fixtures containing lead.** Brass faucets, fittings, and valves, including those advertised as “lead free” installed prior to 2014, may contribute lead to drinking water because the law allowed fixtures with up to 8% lead to be labeled as lead free.
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Sincerely,

The Evitts Creek Water Company

1032 Lake Gordon Road

Bedford, Pennsylvania 15522



CONSUMER NOTIFICATION OF A GALVANIZED REQUIRING REPLACEMENT SERVICE LINE

June 16, 2025

548 Lake Gordon Road

Bedford, PA 15522

Dear Water Customer,

The Evitts Creek Water Company (“Evitts Creek”) would like to inform you that the water service line to the above address has been classified as a **Galvanized Requiring Replacement (GRR) Service Line**. This means that some or all of the service line piping contains galvanized piping that was, currently is, or could have been downstream from a lead source. Water supplied through a lead service line has the potential to increase your risk of exposure to lead. Lead scale can build up on the interior of the galvanized piping and later release into drinking water even after the original source of lead is replaced. Therefore, water supplied through a GRR service line has the potential to increase your risk of exposure to lead. For further information regarding your service line, our service line inventory is accessible at <https://ci.cumberland.md.us/730/Lead-Service-Line-Survey>.

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For more information, call us at 301-759-6625, or visit our website at <https://www.ci.cumberland.md.us/>. For more information on reducing lead exposure around your home/building and the health effects of lead, visit EPA's website at <http://www.epa.gov/lead> or contact your health care provider.

Sincerely,

The Evitts Creek Water Company

1032 Lake Gordon Road

Bedford, Pennsylvania 15522

Appendix 11

Certificate of Service

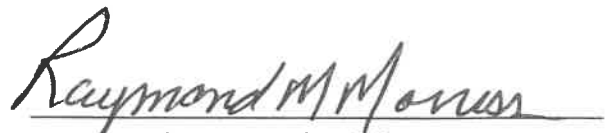
- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

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
Christine Hoover, Office of Consumer Advocate, choover@paoca.org
NazAarah Sabree, Office of Small Business Advocate, ra-sba@pa.gov
Sharon E. Webb, Office of Small Business Advocate, swebb@pa.gov
Allison Kaster, Bureau of Investigation & Enforcement, akaster@pa.gov
Robert Reily, Pennsylvania Department of Environmental Protection, rreiley@pa.gov
Marc Lucca, National Assoc. of Water Companies – PA Chapter, malucca@aquaamerica.com

Appendix 12

City of Cumberland Water Materials

Approved Water Line Materials

1. WATER DISTRIBUTION MAIN MATERIALS

1.1. Ductile Iron Pipe and Fittings

1.1.1. Standards

- ANSI/AWWA C151/A21.51 Ductile-Iron Pipe, Centrifugally Cast
- ANSI/AWWA C104/A21.4 Cement-Mortar Lining for Ductile Iron Pipe and Fittings

1.1.2. City of Cumberland, MD Water Requirements

- In addition to conforming to all applicable sections of the above standards, pipe shall:
 - be Thickness Class 52 or higher.
 - have double cement lining with seal coat, in accordance with ANSI/AWWA C104/A21.4.
- Acceptable diameters are 4, 6, 8, 10, 12, 16, 20, 24, 30, 36, 42, 48 and 54 inches.

1.2. PVC Pipe and Fittings

1.2.1. Standards

- ANSI/AWWA C900 Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 In. through 12 In. (100 mm Through 300 mm), For Water Distribution
- ANSI/AWWA C905 Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 14 In. through 48 In. (350 mm Through 1,200 mm), for water Transmission and Distribution

1.2.2. City of Cumberland, MD Water Requirements

- ~~Plastic pipe will be specified only for special applications, typically for limited segments where nearby utility may result in stray electrical current.~~
- Pipe shall conform to one of the above standards.
- The dimension ratio (DR) shall be DR14.

2. VALVES, HYDRANTS, AND OTHER WATER MAIN ACCESSORIES

2.1. Gate Valves on Buried Piping

All gate valves shall be resilient wedge gate valves as manufactured by either Clow Valve Co. of Oskaloosa, Iowa, or American Flow Control of Birmingham, AL; no exceptions. NOTE: Clow valves are preferred.

2.1.1. Performance and Design Criteria:

- Pressure Rating: 235 psig.
- End Connections: Mechanical joint.
- Coatings:
 - Comply with AWWA C550.
 - Application: Interior and exterior.

2.1.2. Resilient -Wedge Gate Valves:

- Body: Ductile iron.
- Hardware: Stainless steel.
- Seats: Resilient.
- Stem:
 - Type: Non-rising.
 - Material: Bronze.
- Operation:
 - 2" Square operating nut.
 - Opening Direction: Counterclockwise.

Size Range	Manufacturer	Model Number	AWWA Standard
2"-12"	Clow Valve Co.	2639	C509
	American Flow Control	2500	C515
14"-24"	Clow Valve co	2638	C515
	American Flow Control	2500	C515
All other sizes	As approved by the Engineer		

2.2. Air Release and Vacuum Valves

All valves shall be combination air/vacuum valves, of the size make and model specified in the contract documents, or as approved. The valves shall automatically release air when the lines are being filled with water and shall admit air into the line when water is being withdrawn in excess of the inflow. Valves shall be iron body with bronze trim and stainless-steel float.

2.2.1. Standards and Certifications

- NSF 372 Certified Lead-Free
- NSF 61 Certified for Drinking Water
- Meets AWWA C512

2.2.2. Installation

Vaults for air release valves shall be the same as used for meter boxes. If feasible they shall be installed in the nearest grass area, or sidewalk if no grass area exists, with a ¼" per foot incline from the water main to the air release valve. The size of the box shall reflect the size of the air release valve. (i.e. ¾" & 1" shall use the standard 18" meter box – and 2" and larger shall be installed in a 30" monitor box for future maintenance). All boxes shall be traffic rated.

2.3. Fire Hydrants

2.3.1. Hydrant Type

- Dry barrel type

2.3.2. Standards

- AWWA C502 & C550
- NSF 61 & 372
- UL 246
- FM Approved

2.3.3 Hydrant Construction

- Hydrant upper and lower barrels and base shall be made of ductile iron
- Pressures:
 - 250 psig working pressure
 - 500 psig test pressure
- The hydrant shall be “Traffic Safe” with breakaway couplings joining the sections and a breakaway coupling on the hydrant stem
- The nozzle section must be able to be rotated 360 degrees

2.3.4. City of Cumberland Requirements

- Size of main valve opening:5-1/4”
- Hose nozzles:Two 2-1/2” nozzles with NFS threads
- Pumper nozzle:One 4-1/2” with Storz connection
- Hydrant Shoe:Mechanical Joint
- Inlet Connection:6”
- Depth of Bury:4’ *
- Direction of open:Right
- Operating Nut:3/4” Square
- Color:Safety Yellow
- Size and shape cap nuts:3/4” Square

* NOTE: The hydrant bury depth may need to be changed, or a hydrant extension kit added, to meet site conditions.

Currently the only approved fire hydrants are the Clow Medallion and the American-Darling B-84-B-5.

Company	Model Name/Number	Additional Information
Clow Valve	Clow Medallion (F-2545)	"Cumberland, MD Spec"
American Flow Control	American-Darling B-84-B-5	"Cumberland, MD Spec"

2.4. Valve Boxes

2.4.1. Water Valve Boxes and Lids

Water Valve Boxes shall be manufactured by Tyler Union 5 ¼" Heavy-Duty Cast Iron Valve Boxes, and shall contain the following components:

- 6855 Series Two-piece Slip-type cast iron valve box assembly. The 6850 Series Two-piece Screw-type cast iron assembly may be used with approval of the Engineer.
- Heavy-duty cast iron 5 ¼" "Drop Lid" branded "WATER".
- Water Valve Box Extensions, if needed, shall be Tyler Union 5 ¼" and shall match the type of valve box (screw-type or slip-type) being used.

2.4.2. Water Valve Box Risers

Valve Box Risers shall be gray iron castings, accept the standard drop lid, and shall be made in the USA. The Valve Box Risers shall be the 8500 Series as manufactured by East Jordan Iron Works, Inc., or equal as approved by the Engineer. Following is a list of East Jordan Iron Works, Inc. catalog numbers with the matching dimension of rise:

Catalog Number	Dim. Of Rise
85008010	1"
85008015	1.5"
85008020	2"
85008025	2.5"
85008030	3"
85008040	4"
85008060	6"
85008080	8"

3. WATER SERVICE LINE MATERIALS (3/4" THROUGH 2")

3.1. Piping Materials

3.1.1. Copper Tubing and Associated Fittings

Copper Tubing shall be type "K" copper

3.1.2. Crosslinked polyethylene Pipe

Crosslinked polyethylene (PEXa) municipal water service pipe meeting AWWA C904 standards shall be Muncipex as manufactured by REHAU.

NOTE: the Muncipex pipe will require stainless steel inserts inside the pipe to allow proper compression at the joints.

3.1.3. Fittings

All fittings shall be brass and shall be manufactured by Ford Meter Box Co. or A.Y. McDonald Mfg. Co. There will be no exceptions due to system synchronization.

3.2. Corporation Stops

Corporation Stops will be ballcorp stops with, AWWA/CC Taper Thread by CTS Grip Compression (or AWWA/CC Taper Thread by Pack Joint Compression) as manufactured by Ford Meter Box Co. or A.Y. McDonald Mfg. Co.

NOTE: Quick Joints will not be allowed.

3.3. Water Curb Stops

Curb Stops will be a ball valve stops with Pack Joint for copper or plastic tubing (CTS) both ends (or grip joint for CTS at both ends) as manufactured by Ford Meter Box Co. or A.Y. McDonald Mfg. Co.

NOTE: Quick Joints will not be allowed.

3.4. Water Curb Boxes and Lids

Curb boxes shall be the Buffalo type and shall be Tyler Union Series 6500, A.Y. McDonald 5700 Series, approved equal. Shaft shall be 2 ½" in size. Curb boxes shall be constructed of cast iron, box lid shall be furnished with the word "WATER" cast thereon, and lid screw shall be of red brass construction.

3.5. Water Meters

All water meters shall be purchased from and installed by the City of Cumberland.

3.6. Water Meter Boxes and Air Release Valve Vaults

Meter boxes shall be manufactured by Sigma Corporation or Bingham & Taylor. They shall be:

- Produced using High Density Polyethylene, Polypropylene, or a polyethylene copolymer
- Designed to withstand 20,000 lbs. (20k) vertical load
- Be round with a straight wall or bullet shaped wall
- Have 2 "mouse-holes" (pipe entry areas)
- Must have a white interior

Meter Boxes, whether used as a meter box or air release valve vault shall only be installed in the grass plot or the sidewalk at the edge of the street.

Service Size	Manufacturer	Wall Shape	Mode Name/Number
3/4" water service or for small air release valves	Sigma	Straight	Sigma-Raven/ RMP1830-W
	Sigma	Bullet	Sigma-Raven/ RMP182230-FB-W
	Bingham & Taylor	Straight	MMP1830 White
	Bingham & Taylor	Bullet	MMP182230 White
For large water service of for larger air release valves	Sigma	Straight	RMP3636-SW-W
	Bingham & Taylor	Straight	PMP3636

Service Size	Manufacturer	Wall Shape	Mode Name/Number
All other sizes	Sigma		As approved by Engineer
	Bingham & Taylor		As approved by Engineer

3.7. Water Meter Box Frames and Covers

Service Size	Manufacturer	Mode Name/Number	Description
3/4"	A.Y. McDonald Mfg. Co.	Series 74MW / 74M32WRTC	Recessed cover with plastic inner lid, riser & frame (18"); with recessed center hole in lid
All other sizes	A.Y. McDonald Mfg. Co.	As approved by Engineer	

3.8. Copper Meter Setter

Service Size	Manufacturer	Meter Height	Model Number
3/4"	A.Y. McDonald Mfg. Co.	12"	721-2 12 WD GG 33
		15"	721-2 15 WD GG 33
		18"	721-2 18 WD GG 33
		24"	721-2 24 WD GG 33
		Adjustable	770-2 15-25 WD GG 33
	Ford Meter Box Co.	12"	VBHC72-12W-44-33-G-NL
		15"	VBHC72-15W-44-33-G-NL
		18"	VBHC72-18W-44-33-G-NL
24"		VBHC72-24W-44-33-G-NL	
1"	A.Y. McDonald Mfg. Co.	Switch all of the 2's to a 4 in the second number after the 721 and the 33 to 44, i.e. 721 4 12 WD GG 44	
	Ford Meter Box Co.	Switch the 2 in the first number to a 4 and the 33 to 44 in the last set of numbers, i.e. VBHC74-12W-44-44-G-NL	

Service Size	Manufacturer	Meter Height	Model Number
1-1/2"	A.Y. McDonald Mfg. Co.	Switch all of the 2's to a 6 in the second number after the 721 and the 33 to 66, i.e. 721 6 12 WD GG 66	
	Ford Meter Box Co.	Switch the 2 in the first number to a 6 and the 33 to 66 in the last set of numbers, i.e. VBHC76-12W-44-66-G-NL	
2"	A.Y. McDonald Mfg. Co.	Switch all of the 2's to a 7 in the second number after the 721 and the 33 to 77, i.e. 721 7 12 WD GG 77	
	Ford Meter Box Co.	Switch the 2 in the first number to a 7 and the 33 to 77 in the last set of numbers, i.e. VBHC77-12W-44-77-G-NL	
All other sizes	A.Y. McDonald Mfg. Co.	As approved by Engineer	
	Ford Meter Box Co.	As approved by Engineer	

Appendix 13

Evitts Creek Annual Financial Reports (2021-2024)



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

2021 ASSESSMENT REPORT

TRADE OR CORPORATE NAME OF UTILITY (UTILITY CODE):
 CITY OF CUMBERLAND (210885)

CONTACT NAME:
 RACHEL DIEHL

EMAIL:
 rachel.diehl@cumberlandmd.gov

ADDRESS:
 57 N LIBERTY STREET, CUMBERLAND MD 21502

PHONE:
 3017246400 (Office Phone)

GROSS INTRASTATE OPERATING REVENUE FOR CALENDAR YEAR 2021:	\$4,135
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NOTARIZATION

When filing your assessment report through the portal, notarization is not required.

AFFIDAVIT

I hereby state that the information reported herein is complete, true and correct, I expect to be able to prove the same as necessary, and I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

AUTHORIZATION FOR RELEASE OF STATE TAX RECORDS

I further agree that I have authority to and do consent to the release of all tax records filed or compiled with regard to the listed utility and/or individual to the Public Utility Commission, if requested, as a means to verify the accuracy of the financial information supplied, in accordance with Sections 505 and 506 of the Public Utility Code.

SUBMISSION/AUTHORIZATION

Name	Rachel Diehl
Email Address	rachel.diehl@cumberlandmd.gov
Phone Number	3017246400
Date of Submission	Tuesday, March 1, 2022 10:54 AM

SUPPORTING DOCUMENTATION

Document Type	Name
Revenue	PUC 2022 Audit Report.pdf



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

2022 ASSESSMENT REPORT

TRADE OR CORPORATE NAME OF UTILITY (UTILITY CODE):
 CITY OF CUMBERLAND (210885)

CONTACT NAME:
 RACHEL DIEHL

EMAIL:
 rachel.diehl@cumberlandmd.gov

ADDRESS:
 57 N LIBERTY STREET, CUMBERLAND MD 21502

PHONE:
 3017246400 (Office Phone)

GROSS INTRASTATE OPERATING REVENUE FOR CALENDAR YEAR 2022:	\$4,232
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NOTARIZATION

When filing your assessment report through the portal, notarization is not required.

AFFIDAVIT

I hereby state that the information reported herein is complete, true and correct, I expect to be able to prove the same as necessary, and I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

AUTHORIZATION FOR RELEASE OF STATE TAX RECORDS

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SUBMISSION/AUTHORIZATION

Name	Rachel Diehl
Email Address	rachel.diehl@cumberlandmd.gov
Phone Number	3017246400
Date of Submission	Wednesday, March 29, 2023 9:08 AM

SUPPORTING DOCUMENTATION

Document Type	Name
Revenue	FY23 PA PUC Report.pdf



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

2023 ASSESSMENT REPORT

TRADE OR CORPORATE NAME OF UTILITY (UTILITY CODE):
 CITY OF CUMBERLAND (210885)

CONTACT NAME:
 RACHEL DIEHL

EMAIL:
 rachel.diehl@cumberlandmd.gov

ADDRESS:
 57 N LIBERTY STREET, CUMBERLAND MD 21502

PHONE:
 3017246400 (Office Phone)

GROSS INTRASTATE OPERATING REVENUE FOR CALENDAR YEAR 2023:	\$4,367
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NOTARIZATION

When filing your assessment report through the portal, notarization is not required.

AFFIDAVIT

I hereby state that the information reported herein is complete, true and correct, I expect to be able to prove the same as necessary, and I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

AUTHORIZATION FOR RELEASE OF STATE TAX RECORDS

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SUBMISSION/AUTHORIZATION

Name	Rachel Diehl
Email Address	rachel.diehl@cumberlandmd.gov
Phone Number	3017246400
Date of Submission	Thursday, February 8, 2024 1:30 PM

SUPPORTING DOCUMENTATION

Document Type	Name
Revenue	Water Usage Summary FY24.pdf



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

2024 ASSESSMENT REPORT

TRADE OR CORPORATE NAME OF UTILITY (UTILITY CODE):
 CITY OF CUMBERLAND (210885)

CONTACT NAME:
 RACHEL DIEHL

EMAIL:
 rachel.diehl@cumberlandmd.gov

ADDRESS:
 57 N LIBERTY STREET, CUMBERLAND MD 21502

PHONE:
 3017246400 (Office Phone)

GROSS INTRASTATE OPERATING REVENUE FOR CALENDAR YEAR 2024:	\$5,047
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NOTARIZATION

When filing your assessment report through the portal, notarization is not required.

AFFIDAVIT

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AUTHORIZATION FOR RELEASE OF STATE TAX RECORDS

I further agree that I have authority to and do consent to the release of all tax records filed or compiled with regard to the listed utility and/or individual to the Public Utility Commission, if requested, as a means to verify the accuracy of the financial information supplied, in accordance with Sections 505 and 506 of the Public Utility Code.

SUBMISSION/AUTHORIZATION

Name	Rachel Diehl
Email Address	rachel.diehl@cumberlandmd.gov
Phone Number	3017246400
Date of Submission	Friday, February 7, 2025 2:16 PM

SUPPORTING DOCUMENTATION

Document Type	Name
Revenue	Usage Report FY25.pdf