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April 1, 2021

**Via Electronic Filing**

Rosemary Chiavetta, Secretary  
PA Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Re: Implementation of Chapter 32 of the Public Utility Code RE: Pittsburgh Water  
and Sewer Authority; Docket Nos. M-2018-2640802 and M-2018-2640803

Petition of the Pittsburgh Water and Sewer Authority for Approval of Its Long-Term  
Infrastructure Improvement Plan; Docket Nos. P-2018-3005037 and P-2018-3005039

Dear Secretary Chiavetta:

Enclosed for electronic filing please find The Pittsburgh Water and Sewer Authority's ("PWSA") revised Page 125 of its Stage 1 Compliance Plan and a minor modification to PWSA's Long-Term Infrastructure Improvement Plan ("LTIIP") that are being submitted pursuant to the Commission's February 4, 2021 Opinion and Order ("Order"). Revised Page 125 of PWSA's Stage 1 Compliance Plan reflects that PWSA's Lead Infrastructure Plan has been amended as directed by the Order.<sup>1</sup> PWSA's amended Lead Infrastructure Plan is submitted as Amended Appendix C to PWSA's LTIIP in the above-referenced matter.

If you have any questions regarding this filing, please feel free to call or email me. Copies to be served in accordance with the attached Certificate of Service.

Sincerely,

*Sarah C. Stoner*

Sarah C. Stoner  
Enclosure

cc: Certificate of Service w/enc. (via email only)

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<sup>1</sup> In further compliance with the Final Order, PWSA is also filing under separate cover Tariff Supplement No. 6 to the Water Tariff. Please note that PWSA's initial Compliance Plan was filed on September 28, 2018. A Compliance Plan Supplement was filed on February 1, 2019. A revised Compliance Plan was submitted on April 27, 2020 in accordance with the Commission's March 26, 2020 Order.

## **CERTIFICATE OF SERVICE**

I hereby certify that this day I served a copy of the foregoing document upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

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*Sarah C. Stoner*

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Sarah C. Stoner, Esq.

April 1, 2021

**Revised Page 125 to  
PWSA's Stage 1  
Compliance Plan  
[Clean Version]**

replace 855 lead service lines between July 1, 2019 and June 30, 2020. More than 2,054 lead service lines were replaced in 2018. Since PWSA's lead service replacement program first began in 2016, over 6,100 public lead service lines have been removed from the water system. In addition to the replacements, PWSA distributed over 9,500 free lead water test kits, provided more than 5,000 certified lead water filters and pitchers, began adding orthophosphate to reduce lead levels,<sup>58</sup> inspected 17,000 homes, secured agreements from over 6,400 property owners to replace their private lead lines for free, fielded over 27,000 phone calls, held over 6,040 pre-construction meetings with homeowners, fielded 7,890 emails, attended 39 community meetings, and performed more than 98% trenchless replacement techniques on replacement sites. PWSA's lead service line replacement program is expected to continue to replace more than 15 to 20 service lines per day until available PENNVEST funding is exhausted (subsequent programs to replace lead service lines are being implemented to ensure continual efforts to remove lead lines).<sup>59</sup>

PWSA counts about 71,000 total residential service line connections system-wide, and PADEP expects the Authority to inventory them all – and identify all the lead ones – by December 31, 2020.<sup>60</sup>

### *PWSA Compliance Plan*

A comprehensive statement of PWSA's commitments regarding lead service line replacements is included in Appendix C to PWSA's approved LTIIP. PWSA's approved LTIIP was filed separately with the Commission on April 27, 2020. Amended Appendix C to the LTIIP was revised and submitted to the Commission on April 1, 2021. Additionally, PWSA is reporting on these items in the Quarterly Compliance Plan Progress Reports and the most current status of these projects is available there.

**Revised Page 125 to  
PWSA's Stage 1  
Compliance Plan  
[Redline Version]**

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**Amended Appendix C**  
**PWSA Lead Policy**  
**[Clean Version]**

**The Pittsburgh Water and Sewer Authority's (PWSA) Lead Infrastructure Plan**  
**Docket Nos.: M-2018-2640802; M-2018-2640803; P-2018-3005037; P-2018-3005039**

PWSA's service plan to remedy lead service lines (LSLs) existing within and connected to its water distribution system is contained in the following documents in this proceeding: Compliance Plan (CP), CP Supplement, the Long-Term Infrastructure Improvement Plan (LTIIP), PWSA's Board July 2019 Policy (Exh. RAW C/46), relevant expert testimony, the Partial Settlement filed September 13, 2019, PWSA's Compliance Proposal on lead related matters filed September 30, 2020 and its Water Tariff. In the Opinion and Order entered on March 26, 2020 in this proceeding (Final Order), the Commission, *inter alia*, approved in part and modified in part PWSA's LSL plan. In its February 4, 2021 Opinion and Order, the Commission approved in part and modified in part PWSA's Compliance Proposal on additional LSL replacement matters. Based on the foregoing documents and the Commission's Orders, below is a summary of PWSA's LSL plan.

**PWSA's Service Plan to Remove Lead Service Lines**  
**Existing in and Connected to its Water Distribution System**

- A. **Effective Dates:** The terms in this section will take effect on April 5, 2021. Unless specifically noted, each term in this section will remain in effect until December 31, 2026. Partial Settlement at ¶ III.PP.
  
- B. **Goal:** PWSA's current goal is to complete the replacement of all public- and private-side lead service lines in its system by 2026. Partial Settlement at III.QQ.2. "Public-side service line" means the portion of the service line on the street side of the curb box. "Private-side service line" means the portion of the service line on the residence side of the curb box. Partial Settlement at ¶ III.OO.3-4. Additionally, PWSA's goal is to replace lead service lines serving non-residential properties in the circumstances described in this Lead Infrastructure Plan. PWSA Supplement No. 6 – Tariff Water – Pa. P.U.C. No. 1, Original Page No. 64.
  
- C. **Objectives:**
  - 1. To refrain from performing partial lead service line replacements at residential properties. July 2019 Policy at 1.
  - 2. To replace non-residential private-side lead service lines encountered in certain scenarios. PWSA Supplement No. 6 – Tariff Water – Pa. P.U.C. No. 1, Original Page No. 63.
  
- D. **Eligibility Criteria:** This plan applies to:
  - 1. Any lead service line: (Partial Settlement at ¶ III.QQ.2)
    - a. serving any residence (as defined in Partial Settlement at ¶ III.VV.1.a.i) (defined below) and non-residential properties where specified;
    - b. of which PWSA is aware;



- c. the replacement of which is operationally feasible (as determined pursuant to ¶ 3.3 of PWSA’s Board July 2019 Policy (defined below); and,
  - d. the property owner authorizes the replacement or replaces the line in accordance with PWSA policy (Partial Settlement at ¶ III.QQ.2) or, PWSA is otherwise authorized to replace the line in accordance with its Tariff.
- 2. “Authority Facility” means a water distribution main or a public lead service line owned by the Authority and connected to a private lead service line. PWSA Supplement No. 6 – Tariff Water – Pa. P.U.C. No. 1, Original Page No. 63.
- 3. “Customer Lead Service Line” means: (1) a lead service line extending from the Curb Stop to the meter or one foot inside a building foundation, whichever is farther; or (2) a non-residential lead service line extending from the Authority Facility to the meter or one foot inside a building foundation, whichever is farther. PWSA Supplement No. 6 – Tariff Water – Pa. P.U.C. No. 1, Original Page No. 63.
- 4. “Independent Legal Restriction” means Commission Rules or Orders which otherwise prevent termination of water service at a property including but not limited to winter moratorium, medical certifications, or Commission directed moratoriums or suspensions. PWSA Supplement No. 6 – Tariff Water – Pa. P.U.C. No. 1, Original Page No. 63.
- 5. “Lead service line” includes any service line made of lead, or galvanized iron or galvanized steel that is or formerly was downstream of lead. Partial Settlement at ¶ III.OO.5.
- 6. “Partial lead service line replacement” means the replacement of a public-side service line made of any material without the simultaneous replacement of a connected private-side LSL. Partial Settlement at ¶ III.OO.6.
- 7. “Residence” means a residential property with no more than four (4) dwelling units or a dual use property (commercial & residential) with service lines 1-inch in diameter or less, for which the PWSA has maintenance responsibility for the water service line from the water main to and including the curb stop, as more fully described in PWSA Rules and Regulations. Partial Settlement at ¶ III.VV.1.a; *see* Partial Settlement at 49, n. 36.
  - a. Includes any lead service line greater than 1-inch diameter that is connected to a single-family residence. If PWSA discovers such a line, PWSA will replace the line with a suitable-sized line. *See* Exhibit RAW/C-2, PWSA’s response to TUS-I-4.
- 8. “Service Line” means the pipe or pipes that connects a water main to a building inlet and any pigtail, gooseneck, or other fitting connected to the pipe or pipes.

Partial Settlement at ¶ III.OO.2.

9. If PWSA determines, in its sole discretion, that replacement of the portion of the Customer Lead Service Line owned by the property owner at a particular residence or property or related interior plumbing modification is not technically feasible, the residence or property is unsafe from a structural or sanitary condition, or will result in excess expense, due to conditions, such as length, terrain, obstructions, structures, pavements, trees, or other utilities, PWSA may exclude such residence or property and not replace the Customer Lead Service Line. Partial Settlement at ¶ III.QQ.2; July 2019 Policy at 2, ¶ 3.3 (PWSA Exh. RAW/C-46).
  - a. PWSA will evaluate reasonable changes, substitutions, and extensions in or to service and facilities when unsafe structural or sanitary conditions exist. If reasonable changes, substitutions, and extensions in or to service and facilities are not feasible, PWSA will follow termination of service procedures in Section L of this Plan and replace the public-side LSL. (February 4, 2021 Opinion and Order at 57).
  - b. In an occupied property scenario where PWSA has refused reconnection to the private-side LSL, PWSA will contact the City of Pittsburgh, a health agency, local plumbing inspector or other similar authority, as appropriate, to notify and inform them of the unsafe structural conditions and/or sanitary conditions and to request such appropriate authority's review and determination of the property's non-compliance with applicable laws and ordinances pertaining to residential properties. PWSA will urge such authorities to evaluate all available sources of emergency funding to help resolve or ameliorate the unsafe or unsanitary conditions to the residence, which would permit the private-side LSL replacement and reconnection to the public-side LSL. (February 4, 2021 Opinion and Order at 60-61).

**E. Inventory of LSLs:**

1. PWSA will update its estimate of the number of private-side lead service lines connected to residential structures in PWSA's service area (and provide the inventory to the CLRAC, for its review and advisory input) on an annual basis as described in Section III.QQ.3 of the Partial Settlement. Partial Settlement at ¶ III.QQ.2.a.

**F. Retroactive private-side replacements to be performed by PWSA for partial replacements of public-side lead service lines previously completed by PWSA between February 1, 2016 and December 31, 2018:**<sup>1</sup> PWSA's 2016 exceedance of the lead action level under the Lead and Copper Rule (Rule) triggered PWSA's requirement under the Rule to replace seven percent of its public-side LSLs within one

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<sup>1</sup> Eligibility for replacements and reimbursements under Section F will end on December 31, 2021. After December 31, 2021, customers will be referred to other programs for which they are eligible.

year.<sup>2</sup> When PWSA first began its replacement efforts, it replaced only the public-side of the lead service lines.<sup>3</sup> PWSA suspended partial LSL replacements in June 2017 after post-replacement testing revealed elevated lead levels at several homes.<sup>4</sup>

1. Customers who received a partial public LSL replacement at their residence after February 1, 2016 due to a PWSA action, such as, for example, a LSLR contract, PWSA operation replacement or water main replacement, “will be eligible” to have their private LSL replaced by PWSA, at no charge to the customer. July 2019 Policy at 1-2.
2. For customers who elected to replace their private LSL as a result of a PWSA public side LSL replacement at their residence between February 1, 2016 and December 31, 2018, PWSA will offer a direct reimbursement for costs incurred up to a maximum of \$5,500 (based on the average cost for PWSA to replace private lines). July 2019 Policy at 2.
3. For customers who elected to replace their private LSL on their own, meaning, the decision was unrelated to a public side LSL, PWSA will not offer reimbursement. July 2019 Policy at 2.

**G. Systematic program replacements performed by PWSA after January 1, 2019:**

1. PWSA will offer to replace a private-side LSL at no direct cost to the property owner:
  - a. At any residence where PWSA replaces a public-side service line connected to a private-side LSL; and
  - b. At any residence with a private-side only LSL located within a work order area of a neighborhood-based LSL replacement program where LSL replacements are performed after completion of the 2019 LSL Replacement program which was completed in November 2020.Partial Settlement at ¶ III.VV.1.a.i-ii.
2. To complete the replacement of all public- and private-side lead service lines in its system by 2026, PWSA will perform the work in accordance with the following programs:

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<sup>2</sup> As of July 2020, PWSA had two consecutive rounds of testing below state and federal action levels, and is no longer required by law to replace seven percent of the lead service lines in its system each year.

<sup>3</sup> As of August 2, 2019, PWSA performed 456 partial LSL replacements between February 1, 2016 and December 31, 2018, and PWSA has offered to replace the private LSL at all of those locations. Of the 456 locations, 245 property owners accepted PWSA’s offer and PWSA performed private LSL replaces at 215 of those locations. A total of 79 eligible property owners declined to have their line replaced, and the remainder 123 property owners were unresponsive. Twenty-five of the locations were determined to be non-lead after verification. PWSA St. No. C-1SD at 29.

<sup>4</sup> UNITED St. C-2 at 9-10 (citing PWSA to Temporarily Suspend Partial Lead Line Replacements (June 2, 2017), *available at* <http://lead.pgh2o.com/pwsa-to-temporarily-suspend-partial-lead-line-replacements/>).

- a. ***Small Diameter Water Main (SDWM) Accelerated Replacement Program:***
- i. “Small-diameter water main replacement program” means PWSA’s program for replacing small-diameter water mains and associated lead service lines between 2019 and 2026, as described in the Long-Term Infrastructure Improvement Plan (LTIIP) on page 18 and Tables 2-7 and 2-8 on pages 28-29 (*See* PWSA Hearing Exh. No. 3). Partial Settlement at ¶ III.OO.11.
  - ii. PWSA’s system has about 720 miles of SDWMs. LTIIP at 18. PWSA had estimated that, on average, each mile of SDWM has 40.9 private side LSLs connected to it.<sup>5</sup> UNITED St. C-2SUPP-R at 4 (citing PWSA response to UNITED-I-13).
  - iii. Between 2020 and 2026, PWSA is proposing to conduct most LSL replacements through its accelerated SDWM replacement program. LTIIP at 28 (PWSA Hearing Exh. No. 3); PWSA St. C-1 at 56; UNITED St. C-2 at 12. PWSA is proposing to accelerate replacement of its SDWMs to reduce service disruptions from main breaks. LTIIP at 18; UNITED St. C-2 at 12
  - iv. PWSA will offer to replace Customer Lead Service Lines encountered in its SDWM replacement program at no direct cost to the property owner at any non-residential property where PWSA replaces an Authority Facility connected to a Customer Lead Service Line. PWSA Supplement No. 6 – Tariff Water – Pa. P.U.C. No. 1, First Revised Page No. 66.
  - v. Starting January 1, 2021, PWSA will endeavor, to the maximum extent possible and consistent with balancing its other regulatory, infrastructure and consumer obligations and priorities, to replace at least ten (10) miles per year of SDWM in Priority Lead Neighborhoods. Partial Settlement at ¶ III.VV.2.a.
    - A. On or before July 1, 2020, PWSA, in consultation with the CLRAC, designated the census tracts or other appropriate geographic units in its service area that constitute Priority Lead Neighborhoods. Partial Settlement at ¶ III.VV.2.a.1.
    - B. The designation of Priority Lead Neighborhoods considers children’s blood lead levels, the prevalence of children under six years of age and women of child-bearing age, income, lead service line density, or any combination of

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<sup>5</sup> This information is being updated by PWSA in its March 31, 2021 LSLR Plan to CLRAC.

lead-related or public health-related factors recommended by the CLRAC. Partial Settlement at ¶ III.VV.2.a.ii.

vi. By September 30, 2019, and each year thereafter until September 30, 2026, PWSA will create (and present to the CLRAC, for review and advisory input) a plan describing the areas where the SDWM replacements will occur in 2021 and each year thereafter. Partial Settlement at ¶ III.QQ.3.

A. The plan will include an inventory update detailing the number and location of lead service lines replaced the preceding year, the mileage of SDWMs (and number of associated lead service line replacements) occurring in Priority Lead Neighborhoods (infra ¶ III.VV.2.a), the total mileage of small diameter water mains and number of lead service lines anticipated to be removed in the existing and following year, and the number and location of lead service lines remaining. Partial Settlement at ¶ III.QQ.3.a.

B. For the September 2022 update and each year thereafter until the September 2026 update if PWSA did not replace 10 miles of small diameter water main in Priority Lead Neighborhoods in the preceding year, *see* ¶ III.VV.2.a, the inventory update will explain the factors that prevented PWSA from doing so. Partial Settlement at ¶ III.QQ.3.b.

C. The inventory update will also explain how PWSA plans to address those factors and endeavor to the maximum extent possible to replace at least ten (10) miles of small diameter water main in Priority Lead Neighborhoods in the existing and following year. Partial Settlement at ¶ III.QQ.3.c.

vii. PWSA plans to complete a two-year project to add information about its SDWMs to its Geographic Information System (GIS) database. PWSA St. C-1 at 63; UNITED St. C-2 at 13 (citing UNITED St. C-2 Appendix B, 6, UNITED I-8).

**b. *LSL Neighborhood-Based Replacement Program:***

i. “Neighborhood-based lead service line replacement program” means the program, described in part on pages 27-28 of the LTIIP (PWSA Hearing Exh. No. 3), in which PWSA replaces all public-side lead service lines and eligible private-side lead service lines in work order areas. Partial Settlement at ¶ III.OO.12.

ii. *For any future neighborhood-based LSL replacement program:* PWSA will prioritize neighborhood-based LSL replacement

program work orders according to factors identified in consultation with the CLRAC, including but not necessarily limited to, children's blood lead levels, the prevalence of children under six years of age and women of child bearing age, income, and LSL density. Partial Settlement at ¶ III.VVV.3.a.i. PWSA will try to obtain a property owner's consent for a private-side LSL replacement by making at least one attempt to contact the property owner by mail, one attempt by telephone, and one attempt by visiting the residence in person. Partial Settlement at ¶ III.VV.3.a.ii.

- c. ***Emergency Maintenance of Line Breaks/Leaks:*** For both residential and non-residential locations, PWSA will replace a Customer Lead Service Line at no direct cost to the property owner when: (1) PWSA's operations crew replaces a public-side service line, regardless of material, (2) in emergencies including line breaks, leaks or other unplanned emergency replacements. July 2019 Policy at 3; February 4, 2021 Opinion and Order at 44-48.
- d. ***Identification of Additional Funding Sources for LSL Replacements:*** PWSA will make a good faith effort to identify additional funding sources other than rates for lead service line replacements, including but not limited to low or no cost funding opportunities, such as loans and grants. PWSA will request funding from these sources if appropriate and reasonable. This commitment will continue for the duration of the replacement program for lead service lines. Partial Settlement at ¶ III.VV.1.c.

**H. Terms and Conditions of Private Side Replacements Performed by PWSA:** The following terms and conditions of PWSA performing replacements of Customer Lead Service Lines will apply:

- 1. Prior to conducting a Customer Lead Service Line replacement, PWSA will provide the property owner with information about the property damage that might occur during the replacement and will describe the restoration that PWSA will perform. Partial Settlement at ¶ III.VV.1.d. PWSA will evaluate engineering solutions to avoid high restoration costs and will connect customers with services that may help to defray restoration costs. February 4, 2021 Opinion and Order at 53-54.
- 2. Property owners will be contacted in advance and asked to enter into an agreement to allow PWSA employees and contractors to gain access to their private property in order to replace their Customer Lead Service Line. The agreement will include provisions that require the property owner(s) to release and hold harmless the PWSA from any and all claims, causes of action, damages or losses, of any nature,

whatsoever with respect to the work performed by PWSA or its contractors.<sup>6</sup> July 2019 Policy at 3. Except in the case of non-owner occupied properties at which the PWSA has exercised “stand in the shoes” rights under Section K of this Plan, PWSA will enter into an agreement with the property owner for replacement of the Customer Lead Service Line.

3. Property owners will then be asked to cooperate with PWSA’s timeline for replacement and allow workers access to the service line. July 2019 Policy at 3.
4. PWSA will restore roadways and public sidewalks, backfill any trenches excavated as part of the replacement process and will fill and seal any wall or floor penetrations in the home or property. No other restoration will be conducted for the private side replacement. PWSA will not replace any landscaping, interior finishes, paving, seeding, or walkways. All restoration costs shall be borne by the property owner. July 2019 Policy at 4.

**I. Ad hoc replacements initiated by property owners after January 1, 2019:** “Ad hoc replacements” refer to when a property owner elects on their own initiative to arrange for the replacement of a private side LSL at a residence when PWSA is not then-currently replacing the public side of the line. PWSA developed this program in the context of PWSA’s implementation in April 2019 of its new orthophosphate water treatment plan in accordance with DEP requirements, which PWSA expects will reduce lead levels to below the lead action level under the Lead and Copper Rule. PWSA M.B. at 60; PWSA St. C-1RJ at 3, 17-18.

1. If the private LSL is connected to a public LSL, PWSA proposes to replace the public side portion of the LSL when a customer elects to replace the private side. This proposal eliminates a partial line replacement.
2. PWSA proposes to reimburse the customer for all or a portion of the cost of the private side replacement based on the customer’s income. The proposed income-

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<sup>6</sup> A limitation of liability provision in connection with the PWSA’s tort liability for any work it performs to replace the customer-owned service line in accordance with the PWSA’s plan must be filed for the Commission’s approval in the PWSA’s tariff. See 52 Pa. Code § 69.87 (state case law permits tariff provisions to limit the liability of utilities to specified dollar amounts for injury or damages as a result of negligence or intentional torts); *see also In re: Tariff Provisions That Limit the Liability of Utilities for Injury or Damage as a Result of Negligence or Intentional Torts*, Pa. PUC v. PECO Energy Company, M-00960882, R-00943065, Pa. PUC LEXIS 111 (Declaratory Order entered March 17, 1997); *see also DeFrancesco v. Western Pennsylvania Water Co.*, 478 A.2d 1295, 1307 (Pa. Super. 1984) (holding a tariff provision limiting the company’s liability was exculpatory and void as against public policy because it completely negated the water company’s liability for its acts of negligence or intentional tort); *see also State Farm Fire and Casualty Co. v. PECO Energy Company*, 54 A.2d 921, 926-927 (Pa. Super. 2012) (holding that the tariff provision limiting liability to \$500 was valid and enforceable because the Commission had determined the reasonableness of the tariff and because the provision limited liability rather than negating liability altogether). As clarification, any approved limitation of liability provision for tort liability would not extend to any separate service claim raised in a complaint filed with the Commission against the PWSA under 66 Pa. C.S. § 701.

based reimbursement of the cost to replace private LSL is tiered as follows:<sup>7</sup>

- a. Full cost reimbursement for households with income levels below 300 percent of the federal poverty level (FPL),<sup>8</sup> as adjusted annually;
  - b. 75 percent of the cost for households with income levels between 301 and 400 percent of the federal poverty level, as adjusted annually;
  - c. 50 percent of the cost for households with income level between 401 and 500 percent of FPL, as adjusted annually;
  - d. For all other households, a \$1,000 stipend towards the replacement cost of private side LSL replacement. July 2019 Policy at 4.
3. PWSA is not taking responsibility for replacement of private LSLs when it is not replacing the public side of the service line. A customer would be responsible to determine if they have a private side LSL at their home. UNITED St. C-2SUPP-R at 3. In these circumstances, the customer is required to hire a private contractor, and PWSA will reimburse the customer for the lead line replacement expenses based on the customer's income level. PWSA St. C-1RJ at 9.
  4. PWSA is willing to directly pay the contractor rather than to require the customer to first fund it and wait for reimbursement from PWSA. PWSA St. C-1RJ at 11 (articulating PWSA's desire to do this and that it was exploring the option at the time of submitting rejoinder testimony); *see also* PWSA M.B. at 63.
  5. PWSA estimates that it would incur administrative costs of \$1,000 for each ad hoc replacement. OCA St. 2R-Supp at 5 (citing UNITED-XII-15 Attach. A, note 3). PWSA estimates that the average cost of direct construction work to replace a private side LSL by a customer's private contractor is about 75% of the direct construction cost that PWSA averages (\$5,500). July 2019 Policy at 2. PWSA is budgeting for 8,000 to 20,000 replacements through this program. PWSA St. No. C-1RJ at 6, 9-10.

**J. Customer Lead Service Line on Multiple Properties:**

1. When PWSA is replacing a Customer Lead Service Line at no direct cost to the property owner, and the Customer Lead Service Line crosses one (or more than one) property to access another, PWSA will: (a) attempt to obtain approval from all property owners to allow the work necessary to replace the Customer Lead Service Line; and (b) evaluate solutions available to install conforming service lines.

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<sup>7</sup> The PWSA estimates that approximately 53.3% of households will qualify for full reimbursement, 12.1% will qualify for 75% reimbursement, 9% will qualify for a 50% reimbursement. PWSA St. C-1SD at 31.

<sup>8</sup> The FPL is a sliding scale that is updated each year by the U.S. Department of Health and Human Services. The scale is based on the number of people living in the household. Each additional person in the household increases the FPL by \$4,420. OCA St. 2R-Supp at 4.



February 4, 2021 Opinion and Order at 32-35.

2. If PWSA is unable to obtain the neighboring property owner or owners' consent, and there is no other viable and economic solution (to be determined in PWSA's sole discretion) such as installing conforming service lines, PWSA will commence procedures to terminate service to the neighboring property owner or owners' property pursuant to its Tariff, and PWSA will complete or suspend the termination of the neighboring property owner's water service as set forth in Section L of this Plan. February 4, 2021 Opinion and Order at 32-35.

**K. Non-Owner Occupied Properties:**

1. PWSA may stand in the shoes of the property owner and is authorized to replace a Customer Lead Service Line when: (a) PWA has offered pursuant to its Tariff to replace at no direct cost to the property owner a Customer Lead Service Line; (b) the property is not occupied by the legal owner of the property; and (c) the Authority has made attempts to obtain authorization for the Customer Lead Service Line replacement pursuant to PWSA's Tariff and Lead Infrastructure Plan and (i) the legal owner can not be identified; (ii) the legal owner can not be located; or (iii) PWSA has notified the legal owner but the owner has never responded. February 4, 2021 Opinion and Order at 32-32.
2. In such instances, and when, in the sole discretion of the Authority, replacing the Customer Lead Service Line and preventing the termination of water service would be reasonable and in the public interest, PWSA may proceed to make the replacement without obtaining authorization from the property owner. In any such instance of replacement, PWSA, and any person associated with PWSA, including but not limited to employees, agents, board members and executives, are released and held harmless from any and all claims, causes of action, damages or losses, of any nature, whatsoever with respect to the work performed by PWSA or its contractors, and shall not be otherwise liable for any claim asserted by any person, including the property owner, as a result of the Customer Lead Service Line replacement except to the extent otherwise authorized by this Plan and/or PWSA's Tariff. February 4, 2021 Opinion and Order at 32-32.

**L. Replacement of Public-Side Lead Service Line by PWSA:**

1. Except as set forth below, if after being notified of PWSA's offer to replace at no direct cost a Customer's Lead Service Line, the property owner has not provided an executed property owner agreement authorizing the replacement of the Customer Lead Service Line or where the legal owner can not be identified or located, PWSA will not reconnect the Customer Lead Service Line to the public-side service line and will initiate termination of water service at that location following the procedures and providing the notices set forth herein. PWSA will proceed with termination of water service to a location irrespective of whether Independent Legal Restrictions would otherwise delay or prohibit termination. Reconnection of service shall not be permitted until the customer indicates that he or she will

execute the property owner agreement, agrees to the replacement or submits proof in the form of a plumbing inspection report from the Allegheny County Health Department that the Customer Lead Service Line has been replaced.

2. PWSA's termination notice procedures are set forth below:
  - a. PWSA will mail the Lead Service Line Replacement packet at least 45 days prior to performing the service line work. The packet will:
    - Include a letter that states that, if the customer does not return the agreement to allow PWSA to replace the customer's private-side LSL (which PWSA requests be returned within 10 days), PWSA will terminate the service;
    - Explicitly state that bill payment or overdue bills does not impact qualification for assistance in LSL replacements; and
    - Include information directed at tenants to be able to obtain further information concerning their rights in the cover letter and in a standalone insert.
  - b. PWSA will send a notice of termination at least 37 days in advance of a potential termination, regardless of whether the property is owner occupied or tenant occupied, to the service address and, if different, the mailing address.
  - c. PWSA will post (by door-hanger) locations where the mailing address is different from the service address a minimum of 30 days in advance of potential termination.
  - d. PWSA will use notices and postings that are substantially similar to what is currently used by PWSA for termination due to lack of access to the meter, with certain provisions modified to reflect the context of the termination of service.
  - e. When a Customer Service Line has been verified to be lead, and PWSA does not receive a customer agreement authorizing PWSA to replace the line, PWSA will:
    - Mail a 10-day notice of termination letter to the service address and property owner (if the addresses are different);
    - Three days prior to termination, a PWSA Representative will visit the site, attempt contact and leave a termination door hanger (on the door or with the occupant, as applicable). If an occupant has previously threatened PWSA workers, this step will be conducted via phone call. If personal contact at the property is unsuccessful, PWSA will attempt to contact the customer through alternative means (such as a phone call). If the mailing address for the owner is different from the service address, PWSA also will attempt to contact the owner via telephone; and

- On the day of termination, a PWSA Representative will visit the property and attempt contact with the occupant. If an occupant has been threatening to workers, this step will not be followed.
- 3. All pre-termination notice steps taken by PWSA will be documented in its data management system.
- 4. PWSA will develop the content for its pre-termination notices in the LSL replacement context. The content of its pre-termination notices will be similar to the notices PWSA uses for termination due to lack of access to the meter.
- 5. The initial Lead Service Line Replacement packet provided by PWSA and each termination notice will include legal services/community organization referral information.
- 6. At any time prior to completing termination, or, within 5-days after termination the property owner executes the property owner agreement, or if after the termination the property owner submits proof in the form of a plumbing inspection report from the Allegheny County Health Department that the Customer Lead Service Line has been replaced, water service will be restored to the property. The property owner will have five days from termination to provide the executed agreement, or ten days from termination if the replacement was made pursuant to PWSA's emergency replacement procedures, and coordinate with PWSA to schedule the replacement. If the aforementioned steps are not completed within that timeframe, PWSA will terminate service again on the fifth day (or tenth day in the case of emergency replacements) without re-initiating termination notices and procedures. February 4, 2021 Opinion and Order at 19-20, 48.
- 7. Property owners whose water service is terminated at their residence following a partial lead service line replacement may be eligible for the income-based reimbursement program set forth in Section I.2. of this Plan and will be provided information on how to participate in the program. February 4, 2021 Opinion and Order at 16, 48.

**M. Notice and Outreach Procedures in Emergency Situations:**

1. PWSA will utilize the following notice and outreach procedures for emergency repairs and replacements:
  - a. PWSA's Operations Team will notify PWSA Lead Help Desk personnel when an emergency repair is required and a Customer Lead Service Line is observed.
  - b. PWSA's Lead Help Desk personnel will attempt to contact the property owner via telephone regarding the Customer Lead Service Line. Lead Help Desk personnel will leave voicemail message(s) for the property owner if a voicemail box is available.
  - c. A member of PWSA's Operations Team or a Field Liaison will visit the

property if the property owner cannot be reached by telephone. If the attempted in-person contact with the property owner is unsuccessful, the Operations Team member of Field Liaison will leave a door hanger to inform the property owner and/or resident of the emergency repair, request for authorization to replace the Customer Lead Service Line and the consequence for refusing PWSA's offer to replace the Customer Lead Service Line.

- d. If it is not feasible for PWSA to install a temporary service connection, PWSA will terminate service in accordance with its Tariff which permits 24 hours' prior notice, or no prior notice, depending on the circumstances.<sup>9</sup>
- e. If a temporary service connection is established, PWSA will follow non-emergency termination procedures in PWSA Tariff, Section C, Rule 3.j.i.,v., and will replace the Customer Lead Service Line if it receives a property owner agreement consenting to replacement of the Customer Lead Service Line (see Section L.6 of this Plan). After the non-emergency termination procedures are followed and the property owner has not consented to replacement of the Customer Lead Service Line, PWSA will remove the temporary service connection and terminate service.

#### **N. Post-Replacement Measures:**

1. ***Post-replacement notices and instructions:*** Following a LSL replacement, full or partial, PWSA does the following things:
  - a. Leaves an informational door hanger at the residence. The door hanger informs the resident of the work done, instructs them how to flush their pipes and taps, and directs them to collect a post-replacement water sample after allowing the water to sit unused for 6 to 8 hours.
  - b. Provides the household with a tap water sample kit.
  - c. PWSA provides an additional free test to a customer when their previous post-replacement tap water sample reveals lead levels above 10 ppb.
  - d. If a post-replacement sample shows water lead levels above 50 ppb, PWSA will deliver to the residence at least one case of bottled water per day until PWSA completes a meter drop and flush at the residence. Residents who receive a meter drop and flush will remain eligible for additional filter cartridges and other assistance as described above in ¶¶ III.TT.1 and III.TT.3. Partial Settlement at ¶ III.UU.1.

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<sup>9</sup> PWSA Tariff, Section C, Rule 3.j.iv.

2. *Post-replacement water filter distribution program:*

- a. PWSA presently offers an NSF-certified pitcher (not tap) filter and three replacement cartridges to customers free of charge after a partial or full LSL replacement. PWSA St. C-1 at 62-63.
- b. PWSA will continue to provide, at no charge, a tap water lead testing kit, water filter NSF-certified to remove lead, and six months of filter cartridges to a residence whenever PWSA performs a LSL replacement. Partial Settlement at ¶ III.TT.3.
  - i. If a resident's post-replacement tap water lead test reveals lead levels above ten (10) parts per billion, PWSA will provide to the resident an additional testing kit, at no charge, and instructions to return a follow-up test result three months after the initial test. Partial Settlement at ¶ III.TT.3.b.
  - ii. If the three-month follow-up test result shows lead levels above ten (10) parts per billion, PWSA will assist the resident in determining why lead levels remain elevated. Partial Settlement at ¶ III.TT.3.c.

**O. Interior Plumbing Inspections:**

1. Whenever PWSA replaces a residential water meter, PWSA will inspect the interior plumbing adjacent to the water meter and inform residents in writing of the materials observed. If the interior plumbing is composed of lead, galvanized steel or iron, PWSA will inform customers of the risks of lead release from such plumbing. Partial Settlement at ¶ III.RR.1.
2. Whenever PWSA performs a private-side lead service line replacement without a simultaneous meter replacement, PWSA will make good faith efforts to document the material making up the interior plumbing adjacent to the private-side service line and inform residents in writing of the materials observed. If the interior plumbing is composed of lead, galvanized steel or iron, PWSA will inform customers of the risks of lead release from such plumbing. Partial Settlement at ¶ III.RR.2.

**P. Meter Replacements and Processes Related to Potential LSLs:**

1. PWSA will provide water filters NSF-certified to remove lead and filter cartridges whenever PWSA replaces a water meter at a residence that has a private side lead or galvanized service line or lead bearing or galvanized interior plumbing observed adjacent to the water meter. Partial Settlement at ¶ III.SS.3.b.
2. PWSA will ensure that a new meter installed at any residence is "lead free," as defined at 42 U.S.C. § 300g-6(d). Partial Settlement at ¶ III.SS.4.

**Q. Tap Water Testing, Filter Distribution and Bottled Water (not in connection with PWSA's completion of a LSL replacement):**

1. PWSA will provide, at no charge, a tap water lead testing kit to any resident within its service area who requests one. Partial Settlement at III.TT.1.
  - a. If such testing reveals lead levels above ten (10) parts per billion, PWSA will provide to the resident, at no charge, a water filter NSF-certified to remove lead, six months of filter cartridges, and an additional tap water lead testing kit with instructions to return a follow-up test result three months after the initial test.
  - b. So long as the resident continues to return testing kits, PWSA will continue to provide additional testing kits at three-month intervals and additional filter cartridges at six-month intervals until the resident's lead levels fall below ten parts per billion.
  - c. PWSA will include information on this filter distribution policy in all materials publicizing the availability of tap water lead testing kits.
2. If a residence's tap water lead test reveals lead concentrations above 50 parts per billion, PWSA will deliver to the residence at least one case of bottled water per day until PWSA completes a meter drop and flush at the residence. Residents who receive a meter drop and flush will remain eligible for additional filter cartridges and other assistance as described above in Sections ¶¶ III.TT.1 and III.TT.3. Partial Settlement at ¶ III.UU.1.

**R. Community Lead Response Advisory Committee (CLRAC):**

1. "CLRAC" means the Community Lead Response Advisory Committee established pursuant to pages 9-13 of PWSA's Joint Petition for Partial Settlement, and as approved by Final Order of the Commission entered on February 7, 2019 in PWSA's first jurisdictional base rate case docketed at R-2018-3002645 *et al.* Partial Settlement at ¶ III.OO.13.
2. The term of the CLRAC is extended through December 31, 2026, unless active CLRAC members vote unanimously to terminate the CLRAC at an earlier date. Partial Settlement at ¶ III.WW.1.
3. Notwithstanding ¶ III.WW.1, PWSA may terminate the CLRAC after January 1, 2022, if there are just and reasonable circumstances for its termination, including insufficient participation and/or engagement in the CLRAC. Termination of the CLRAC will be effective 120 days after notice is provided by PWSA to CLRAC members. Partial Settlement at ¶ III.WW.2.
4. If a CLRAC member is no longer willing or able to continue to participate in the

CLRAC, another representative of the departing member's organization may fill the departing member's position on the CLRAC. If no other representative of the departing member's organization is willing or able to fill the departing member's position, PWSA or any member of the CLRAC, including the departing member, can nominate a candidate to fill the departing member's position. At least one active committee member must be a public health expert. Candidates must be approved by two-thirds of current CLRAC members. Partial Settlement at ¶ III.WW.3

5. PWSA will consult with the CLRAC regarding its lead remediation efforts on at least a quarterly basis. PWSA's consultation will include, but not be limited to:
  - a. Prioritization of residences for lead service line replacements based on children's blood lead levels, the prevalence of children under six years of age and women of child-bearing age, income, lead service line density, or any combination of factors recommended by the CLRAC, as part of:
    - i. Small-diameter water main replacements performed after January 1, 2021, including designation of Priority Lead Neighborhoods, as described above at ¶ III.VV.2.a; and
    - ii. The neighborhood-based lead service line replacement program, as described above at ¶ III.VV.3. (Partial Settlement at ¶ III.WW.4.a.i-ii)
  - b. An update every six months on the number of instances in which PWSA has been unable to replace a private-side lead service line because of the conditions set forth in ¶ III.VV.1.b. (Partial Settlement at ¶ III.WW.4.b)
  - c. An analysis of the costs incurred by customers seeking reimbursements for private-side lead service line replacements under Paragraph 3.2 of PWSA Exh. RAW/C-46 (PWSA Lead Service Line Replacement Policy Approved July 26, 2019), for CLRAC's information and to solicit feedback; (Partial Settlement at ¶ III.WW.4.c)
  - d. A quarterly update on PWSA's efforts to secure additional funding for lead service line replacements as described above at Section III.VV.1.c.; (Partial Settlement at ¶ III.WW.4.d)
  - e. Implementation of PWSA's water filter policies, including methods for reducing residents' burdens to obtain filters under the filter programs described above at ¶¶ III.SS and III.TT; (Partial Settlement at ¶ III.WW.4.e)
  - f. Improving outreach efforts and exploring other methods for obtaining customer consent for private-side lead service line replacements conducted as part of the small-diameter water main replacement program, neighborhood-based lead service line replacement program, in response to a

main or service line leak or break. PWSA will continue to report quarterly to the CLRAC, for its information and to solicit feedback, on the number of property owners who refuse to consent to private-side lead service line replacements, the reasons for their refusal, and PWSA's follow-up efforts to obtain consent; (Partial Settlement at ¶ III.WW.4.f)

- g. PWSA's efforts to increase customer participation in its pre- and post-lead service line replacement and post-meter replacement tap water lead testing programs; (Partial Settlement at ¶ III.WW.4.g)
- h. PWSA's plan for replacing all known remaining lead service lines, as described above at ¶ III.QQ.2; (Partial Settlement at ¶ III.WW.4.i)
- i. PWSA's estimate of the number of private-side lead service lines located in its service area, as described above at ¶ III.QQ.2; and (Partial Settlement at ¶ III.WW.4.j)
- j. The results of the information determined in ¶¶ III.QQ.2 and III.QQ.3 above. (Partial Settlement at ¶ III.WW.4.k)
- k. A certification that directives with respect to occupied properties in Section D.9.b of this Plan have been followed. (February 4, 2021 Opinion and Order at 61).

**S. Corrosion Control:**

- 1. PWSA will provide the Commission, the Parties, and the CLRAC with quarterly updates regarding the progress of PWSA's orthophosphate program, when PWSA started testing for lead levels, and the results of the lead level testing. Partial Settlement at ¶ III.XX.1.
- 2. PWSA's obligation to provide the quarterly updates set forth in this paragraph will cease when it is no longer required to provide quarterly updates on its orthophosphate program to the Pennsylvania Department of Environmental Protection. Partial Settlement at ¶ III.XX.2.

**T. Cost Tracking Relating to LSL Replacement Costs:**

- 1. PWSA will separately identify all projected lead service line replacement costs and details on its cost projections in its rate filings. Partial Settlement at ¶ III.YY.1.
- 2. PWSA will continue to provide information regarding actual replacement costs as part of its quarterly report provided to the parties pursuant to the Rate Case Partial Settlement Par. A.2.c. (Docket Number R-2018-3002645) that includes quarterly and cumulative year-to-date data. This reporting requirement will continue through the term of the lead service line replacement program. Partial Settlement at ¶



III.YY.2.

Actual replacement costs will be evaluated in future base rate proceedings and shared with the CLRAC. Partial Settlement at ¶ III.YY.2.

3. When PWSA adopts the Uniform System of Accounts, it will show projected and actual lead service line replacement costs as a sub account; PWSA will determine whether it would be appropriate to include in a sub account of Account 333. Partial Settlement at ¶ III.YY.3.

**Amended Appendix C**  
**PWSA Lead Policy**  
**[Redline Version]**

**The Pittsburgh Water and Sewer Authority's (PWSA) Lead Infrastructure Plan**  
**Docket Nos.: M-2018-2640802; M-2018-2640803; P-2018-3005037; P-2018-3005039**

PWSA's service plan to remedy ~~residential~~ lead service lines (LSLs) existing within and connected to its water distribution system is contained in the following documents in this proceeding: Compliance Plan (CP), CP Supplement, the Long-Term Infrastructure Improvement Plan ~~dated August 21, 2019 (Hearing Exh. 3)~~ (LTIIIP), PWSA's Board July 2019 Policy (Exh. RAW C/46), relevant expert testimony, ~~and~~ the Partial Settlement filed September 13, 2019, [PWSA's Compliance Proposal on lead related matters filed September 30, 2020 and its Water Tariff](#). In the Opinion and Order entered [on March 26, 2020](#) in this proceeding (Final Order), the Commission, *inter alia*, approved in part and modified in part PWSA's LSL plan. [In its February 4, 2021 Opinion and Order, the Commission approved in part and modified in part PWSA's Compliance Proposal on additional LSL replacement matters](#). Based on the foregoing documents and the ~~Final Order~~ [Commission's Orders](#), below is a summary of PWSA's LSL plan.

**PWSA's Service Plan to Remove Lead Service Lines**  
**Existing in and Connected to its Water Distribution System**

- A. **Effective Dates:** The terms in this section will take effect on ~~the entry date of the Final Order~~ [April 5, 2021](#). Unless specifically noted, each term in this section will remain in effect until December 31, 2026. Partial Settlement at ¶ III.PP.
- B. **Goal:** PWSA's current goal is to complete the replacement of all public- and private-side lead service lines in its system by 2026. Partial Settlement at III.QQ.2. "Public-side service line" means the portion of the service line on the street side of the curb box. "Private-side service line" means the portion of the service line on the residence side of the curb box. Partial Settlement at ¶ III.OO.3-4. [Additionally, PWSA's goal is to replace lead service lines serving non-residential properties in the circumstances described in this Lead Infrastructure Plan. PWSA Supplement No. 6 – Tariff Water – Pa. P.U.C. No. 1, Original Page No. 64.](#)
- C. Objectives:**
1. ~~C. Objective:~~ To refrain from performing partial lead service line replacements at residential properties. July 2019 Policy at 1. ~~"Partial lead service line replacement" means the replacement of a public-side service line, made of any material, without the simultaneous replacement of a connected private-side lead service line. Partial Settlement at ¶ III.OO.6.~~
  2. [To replace non-residential private-side lead service lines encountered in certain scenarios. PWSA Supplement No. 6 – Tariff Water – Pa. P.U.C. No. 1, Original Page No. 63.](#)
- D. **Eligibility Criteria:** This plan applies to:
1. Any lead service line: (Partial Settlement at ¶ III.QQ.2)

- a. serving any residence (as defined in Partial Settlement at ¶ III.VV.1.a.i) (defined below) and non-residential properties where specified;
  - b. of which PWSA is aware;
  - c. the replacement of which is operationally feasible (as determined pursuant to ¶ 3.3 of PWSA’s Board July 2019 Policy (defined below); and,
  - d. ~~in the case of a private-side line, the~~ property owner authorizes the replacement or replaces the line in accordance with PWSA policy ~~–~~ (Partial Settlement at ¶ III.QQ.2) or, PWSA is otherwise authorized to replace the line in accordance with its Tariff.
2. ~~“Service Line” means the pipe or pipes that connects a water main to a building inlet and any pigtail, gooseneck, or other fitting connected to the pipe or pipes. Partial Settlement at ¶ III.OO.2.~~ “Authority Facility” means a water distribution main or a public lead service line owned by the Authority and connected to a private lead service line. PWSA Supplement No. 6 – Tariff Water – Pa. P.U.C. No. 1, Original Page No. 63.
  3. “Customer Lead Service Line” means: (1) a lead service line extending from the Curb Stop to the meter or one foot inside a building foundation, whichever is farther; or (2) a non-residential lead service line extending from the Authority Facility to the meter or one foot inside a building foundation, whichever is farther. PWSA Supplement No. 6 – Tariff Water – Pa. P.U.C. No. 1, Original Page No. 63.
  4. “Independent Legal Restriction” means Commission Rules or Orders which otherwise prevent termination of water service at a property including but not limited to winter moratorium, medical certifications, or Commission directed moratoriums or suspensions. PWSA Supplement No. 6 – Tariff Water – Pa. P.U.C. No. 1, Original Page No. 63.
  5. ~~3.~~ “Lead service line” includes any service line made of lead, or galvanized iron; or galvanized steel that is or formerly was downstream of lead. Partial Settlement at ¶ III.OO.5.
  6. “Partial lead service line replacement” means the replacement of a public-side service line made of any material without the simultaneous replacement of a connected private-side LSL. Partial Settlement at ¶ III.OO.6.
  7. ~~4.~~ “Residence” means a residential property with no more than four (4) dwelling units or a dual use property (commercial & residential) with service lines 1-inch in diameter or less, for which the PWSA has maintenance responsibility for the water service line from the water main to and including the curb stop, as more fully described in PWSA Rules and Regulations. Partial Settlement at ¶ III.VV.1.a; see Partial Settlement at 49, n. 36.

- a. Includes any lead service line greater than 1-inch diameter that is connected to a single-family residence. If PWSA discovers such a line, PWSA will replace the line with a suitable-sized line. *See* Exhibit RAW/C-2, PWSA’s response to TUS-I-4.

8. “Service Line” means the pipe or pipes that connects a water main to a building inlet and any pigtail, gooseneck, or other fitting connected to the pipe or pipes. Partial Settlement at ¶ III.OO.2.

9. ~~5.~~ If PWSA determines, in its sole discretion, that replacement of the portion of the ~~lead service line~~ Customer Lead Service Line owned by the property owner at a particular residence or property or related interior plumbing modification is not technically feasible, the residence or property is unsafe from a structural or sanitary condition, or will result in excess expense, due to conditions, such as length, terrain, obstructions, structures, pavements, trees, or other utilities, PWSA may exclude such residence or property and not replace the ~~private side of the LSL~~ Customer Lead Service Line. Partial Settlement at ¶ III.QQ.2; July 2019 Policy at 2, ¶ 3.3 (PWSA Exh. RAW/C-46).

a. PWSA will evaluate reasonable changes, substitutions, and extensions in or to service and facilities when unsafe structural or sanitary conditions exist. If reasonable changes, substitutions, and extensions in or to service and facilities are not feasible, PWSA will follow termination of service procedures in Section L of this Plan and replace the public-side LSL. (February 4, 2021 Opinion and Order at 57).

b. In an occupied property scenario where PWSA has refused reconnection to the private-side LSL, PWSA will contact the City of Pittsburgh, a health agency, local plumbing inspector or other similar authority, as appropriate, to notify and inform them of the unsafe structural conditions and/or sanitary conditions and to request such appropriate authority’s review and determination of the property’s non-compliance with applicable laws and ordinances pertaining to residential properties. PWSA will urge such authorities to evaluate all available sources of emergency funding to help resolve or ameliorate the unsafe or unsanitary conditions to the residence, which would permit the private-side LSL replacement and reconnection to the public-side LSL. (February 4, 2021 Opinion and Order at 60-61).

#### E. Inventory of LSLs:

~~1. PWSA is working with the University of Pittsburgh to develop a machine-learning model that will predict the material composition of public-side and private-side service lines, based on a model used in Flint, Michigan. PWSA will continue to collaborate with the University of Pittsburgh on this project. Partial Settlement at ¶ III.QQ.1.~~

- ~~a. After the model is peer-reviewed and quality assurance/quality control review is completed for its predictions of the locations of public and private side LSLs, PWSA will use the data from the model predictions as part of the lead service line mapping on PWSA's website. Partial Settlement at ¶ III.QQ.1.a.~~
- ~~b. PWSA will publicize these updates by, at a minimum, issuing a press release once they are final. Partial Settlement at ¶ III.QQ.1.b.~~
- ~~c. After the machine learning model generates predictions for the composition of all public and private side service lines and no later than March 31, 2020, PWSA will present to the Community Lead Response Advisory Committee (CLRAC), for its information and advisory input, PWSA's plan for completing its inventory of service lines, including the steps PWSA will take to further investigate the composition of service lines based on the model's predictions. Partial Settlement at ¶ III.QQ.1.c.~~
- ~~2. By December 31, 2020, PWSA will establish (and provide to the CLRAC, for its review and advisory input), an update its~~ estimate of the number of private-side lead service lines connected to residential structures in PWSA's service area. ~~Partial Settlement at ¶ III.QQ.2.a.~~
- ~~3. (and PWSA will provide an update to this the~~ inventory ~~to the CLRAC, for its review and advisory input)~~ on an annual basis as described ~~below~~ in Section III.QQ.3 of the Partial Settlement. Partial Settlement at ¶ III.QQ.2.a.

**F. Retroactive private-side replacements to be performed by PWSA for partial replacements of public-side lead service lines previously completed by PWSA between February 1, 2016 and December 31, 2018:**<sup>1</sup> PWSA's 2016 exceedance of the lead action level under the Lead and Copper Rule (Rule) triggered PWSA's requirement under the Rule to replace seven percent of its public-side LSLs within one year.<sup>2</sup> When PWSA first began its replacement efforts, it replaced only the public-side of the lead service lines.<sup>3</sup> PWSA suspended partial LSL replacements in June 2017

<sup>1</sup> Eligibility for replacements and reimbursements under Section F will end on December 31, 2021. After December 31, 2021, customers will be referred to other programs for which they are eligible.

<sup>2</sup> As of July 2020, PWSA had two consecutive rounds of testing below state and federal action levels, and is no longer required by law to replace seven percent of the lead service lines in its system each year.

<sup>3</sup> As of August 2, 2019, PWSA performed 456 partial LSL replacements between February 1, 2016 and December 31, 2018, and PWSA has offered to replace the private LSL at all of those locations. Of the 456 locations, 245 property owners accepted PWSA's offer and PWSA performed private LSL replaces at 215 of those locations. A total of 79 eligible property owners declined to have their line replaced, and the remainder 123 property owners were unresponsive. Twenty-five of the locations were determined to be non-lead after verification. PWSA St. No. C-1SD at 29.

after post-replacement testing revealed elevated lead levels at several homes.<sup>24</sup>

1. Customers who received a partial public LSL replacement [at their residence](#) after February 1, 2016 due to a PWSA action, such as, for example, a LSLR contract, PWSA operation replacement or water main replacement, “will be eligible” to have their private LSL replaced by PWSA, at no charge to the customer. July 2019 Policy at 1-2.
2. For customers who elected to replace their private LSL as a result of a PWSA public side LSL replacement [at their residence](#) between February 1, 2016 and December 31, 2018, PWSA will offer a direct reimbursement for costs incurred up to a maximum of \$5,500 (based on the average cost for PWSA to replace private lines). July 2019 Policy at 2.
3. For customers who elected to replace their private LSL on their own, meaning, the decision was unrelated to a public side LSL, PWSA will not offer reimbursement. July 2019 Policy at 2.

**G. Systematic program replacements performed by PWSA after January 1, 2019:**

1. PWSA will offer to replace a private-side LSL at no direct cost to the property owner:
  - a. At any residence where PWSA replaces a public-side service line connected to a private-side LSL; and
  - b. At any residence with a private-side only LSL located within a work order area of a neighborhood-based LSL replacement program where LSL replacements are performed after completion of the 2019 LSL Replacement program which ~~is currently scheduled to be~~[was completed by September in November](#) 2020.  
Partial Settlement at ¶ III.VV.1.a.i-ii.
2. To complete the replacement of all ~~LSLs~~[public- and private-side lead service lines in its system](#) by 2026, PWSA will perform the work in accordance with the following programs:
  - a. ***Small Diameter Water Main (SDWM) Accelerated Replacement Program:***
    - i. “Small-diameter water main replacement program” means PWSA’s program for replacing small-diameter water mains and associated lead service lines between 2019 and 2026, as described in the Long-Term Infrastructure Improvement Plan (LTIIP) on page 18 and Tables 2-7

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<sup>24</sup> UNITED St. C-2 at 9-10 (citing PWSA to Temporarily Suspend Partial Lead Line Replacements (June 2, 2017), *available at* <http://lead.pgh2o.com/pwsa-to-temporarily-suspend-partial-lead-line-replacements/>).

and 2-8 on pages 28-29 (See PWSA Hearing Exh. No. 3). Partial Settlement at ¶ III.OO.11.

- ii. PWSA's system has about 720 miles of SDWMs. LTIIP at 18. PWSA ~~estimates~~had estimated that, on average, each mile of SDWM has 40.9 private side LSLs connected to it.<sup>5</sup> UNITED St. C-2SUPP-R at 4 (citing PWSA response to UNITED-I-13).
- iii. Between 2020 and 2026, PWSA is proposing to conduct most LSL replacements through its accelerated SDWM replacement program. LTIIP at 28 (PWSA Hearing Exh. No. 3); PWSA St. C-1 at 56; UNITED St. C-2 at 12. PWSA is proposing to accelerate replacement of its SDWMs to reduce service disruptions from main breaks. LTIIP at 18; UNITED St. C-2 at 12.
- iv. ~~For 2020, PWSA has identified SDWMs for replacement. UNITED St. C-2 at 12; PWSA St. C-1 at 63; Exhibit RAW/C-25. These mains are located in the same areas as those covered by the 2019 neighborhood-based LSL~~will offer to replace Customer Lead Service Lines encountered in its SDWM replacement program-~~UNITED St. C-2 at 12; PWSA St. C-1 at 63.~~ at no direct cost to the property owner at any non-residential property where PWSA replaces an Authority Facility connected to a Customer Lead Service Line. PWSA Supplement No. 6 – Tariff Water – Pa. P.U.C. No. 1, First Revised Page No. 66.
- v. Starting January 1, 2021, PWSA will endeavor, to the maximum extent possible and consistent with balancing its other regulatory, infrastructure and consumer obligations and priorities, to replace at least ten (10) miles per year of SDWM in Priority Lead Neighborhoods. Partial Settlement at ¶ III.VV.2.a.
  - A. ~~No later than~~On or before July 1, 2020, PWSA, in consultation with the CLRAC, ~~will designate~~designated the census tracts or other appropriate geographic units in its service area that constitute Priority Lead Neighborhoods. Partial Settlement at ¶ III.VV.2.a.1.
  - B. The designation of Priority Lead Neighborhoods ~~will consider~~considers children's blood lead levels, the prevalence of children under six years of age and women of child-bearing age, income, lead service line density, or any combination of lead-related or public health-related factors recommended by the CLRAC. Partial Settlement at ¶

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<sup>5</sup> This information is being updated by PWSA in its March 31, 2021 LSLR Plan to CLRAC.



III.VV.2.a.ii.

- vi. By September 30, 2019, and each year thereafter until September 30, 2026, PWSA will create (and present to the CLRAC, for review and advisory input) a plan describing the areas where the SDWM replacements will occur in 2021 and each year thereafter. Partial Settlement at ¶ III.QQ.3.
  - A. The plan will include an inventory update detailing the number and location of lead service lines replaced the preceding year, the mileage of SDWMs (and number of associated lead service line replacements) occurring in Priority Lead Neighborhoods (infra ¶ III.VV.2.a), the total mileage of small diameter water mains and number of lead service lines anticipated to be removed in the existing and following year, and the number and location of lead service lines remaining. Partial Settlement at ¶ III.QQ.3.a.
  - B. For the September 2022 update and each year thereafter until the September 2026 update if PWSA did not replace 10 miles of small diameter water main in Priority Lead Neighborhoods in the preceding year, *see* ¶ III.VV.2.a, the inventory update will explain the factors that prevented PWSA from doing so. Partial Settlement at ¶ III.QQ.3.b.
  - C. The inventory update will also explain how PWSA plans to address those factors and endeavor to the maximum extent possible to replace at least ten (10) miles of small diameter water main in Priority Lead Neighborhoods in the existing and following year. Partial Settlement at ¶ III.QQ.3.c.
- vii. PWSA plans to complete a two-year project to add information about its SDWMs to its Geographic Information System (GIS) database. PWSA St. C-1 at 63; UNITED St. C-2 at 13 (citing UNITED St. C-2 Appendix B, 6, UNITED I-8).

b. ***LSL Neighborhood-Based Replacement Program:***

- i. “Neighborhood-based lead service line replacement program” means the program, described in part on pages 27-28 of the LTIIP (PWSA Hearing Exh. No. 3), in which PWSA replaces all public-side lead service lines and eligible private-side lead service lines in work order areas. Partial Settlement at ¶ III.OO.12.

~~ii. Discontinuance of Existing 2019 LSL Replacement Program in September 2020: During 2019 and 2020 LSL replacements under this program, which replaces lines on a neighborhood basis, overall work orders will be prioritized based on the prevalence of children under six years of age and women of child bearing age, and incidences of high blood levels in PWSA's drinking water service territory. July 2019 Policy at 2; PWSA St. No. C-1SD at 27; PWSA St. C-1RJ at 16. PWSA is proposing to discontinue its neighborhood-based replacement program after completing replacements funded by PennVEST in September 2020. PWSA St. C-1 at 56-58; PWSA St. C-1R at 51-52; PWSA St. C-1SD at 27; UNITED St. C-2 at 12 (citing UNITED St. C-2 Appendix B, 24, I&E PS-30).~~

~~ii.~~ ~~iii.~~ *For any future neighborhood-based LSL replacement program:* PWSA will prioritize neighborhood-based LSL replacement program work orders according to factors identified in consultation with the CLRAC, including but not necessarily limited to, children's blood lead levels, the prevalence of children under six years of age and women of child bearing age, income, and LSL density. Partial Settlement at ¶ III.VVV.3.a.i. PWSA will try to obtain a property owner's consent for a private-side LSL replacement by making at least one attempt to contact the property owner by mail, one attempt by telephone, and one attempt by visiting the residence in person. Partial Settlement at ¶ III.VV.3.a.ii.

~~e. Community Environmental Project (CEP): As required under the DEP COA, by November 2020, PWSA will offer to replace the private-side LSLs of about 200 low income customers (defined as households with income levels below 250 percent of the federal poverty level (FPL), as adjusted annually) at a program budget of \$1.8 million.<sup>3</sup> July 2019 Policy at 3; 2017 DEP COA ¶ 4(c); UNITED St. C-2 at 11. Replacements performed under the CEP will be identified by customer requests and vetted through a third-~~

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<sup>3</sup>- In December 2019, PA-DEP approved increasing the eligibility threshold from households with income levels below 250 percent of the federal poverty level (FPL), as adjusted annually, to households with income levels below 300 percent of the FPL, as adjusted annually.

~~party administrator. July 2019 Policy at 3. The Dollar Energy Fund, Inc. is the current administrator. PWSA St. C 1SD at 32.<sup>4</sup>~~

- ~~c. d.~~ **Ongoing Emergency Maintenance of Line Breaks/Leaks:** For both residential and non-residential locations, PWSA will replace a ~~private-side LSL~~ when Customer Lead Service Line at no direct cost to the property owner when: (1) PWSA's operations crew replaces a public-side service line, regardless of material, ~~as a result of~~ (2) in emergencies including line breaks ~~or,~~ leaks, ~~including or other~~ unplanned emergency replacements. July 2019 Policy at 3; February 4, 2021 Opinion and Order at 44-48.

~~e. **Additional Plan to be filed by March 31, 2021:**~~

- ~~i. By March 31, 2021, PWSA will formulate a plan and timeline for removing the known public-side and private-side LSLs connected to a residential structure that will not be replaced by PWSA's other LSL replacement efforts, including the SDWM replacement program described above. The plan will describe how PWSA will locate and replace the remaining known LSLs in its system, identify a target date for replacing all LSLs, and establish milestones for measuring progress towards replacement of all LSLs by the target date. Partial Settlement at ¶ III.QQ.2.b.~~
- ~~ii. If PWSA determines that it is not feasible to replace all LSLs by December 31, 2026, the plan will identify a new target date and include an explanation as to why that new target date represents the earliest feasible date for replacing all LSLs. The plan will be presented to the CLRAC for its review and advisory input. PWSA may revise the plan, including milestones and the target date for replacing all LSLs, as needed as new information becomes available. Any such revisions will be presented and explained to the CLRAC for its review and advisory input. In evaluating the feasibility of its plan, PWSA will consider factors such as financial considerations, operational constraints, federal and state regulatory requirements and the~~

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<sup>4</sup>. ~~As of July 29, 2019, a total of 269 customers have qualified under the CEP program and returned the customer consent agreement. The PWSA verified the service line matter of 185 CEP households. Of these households, the PWSA found non-lead lines on both sides of the curb stop at 79 locations. The PWSA replaced the private side LSL at 74 locations and the public side LSL at 66 locations, as some of the locations did not require a full LSL replacement. Work on the remaining locations is pending. PWSA St. C 1SD at 32. As of June 30, 2019, the PWSA expended a total of \$233,897.50 of CEP locations funded from the \$1.8 million budget established in the PA-DEP COA. The PWSA also spent \$382,217 on the public side and other CEP location-related work that is not eligible to be funded from the \$1.8 million budget. PWSA St. C 1SD at 33.~~

~~results of its inventory. Partial Settlement at III.QQ.2.e.~~

- d. ~~f.~~ **Identification of Additional Funding Sources for LSL Replacements:** PWSA will make a good faith effort to identify additional funding sources other than rates for lead service line replacements, including but not limited to low or no cost funding opportunities, such as loans and grants. PWSA will request funding from these sources if appropriate and reasonable. This commitment will continue for the duration of the replacement program for lead service lines. Partial Settlement at ¶ III.VV.1.c.

**H. Terms and Conditions of Private Side Replacements Performed by PWSA:** The following terms and conditions of PWSA performing replacements of ~~the private-side LSLs~~Customer Lead Service Lines will apply:

1. Prior to conducting a ~~private-side lead service line~~Customer Lead Service Line replacement, PWSA will provide the property owner with information about the property damage that might occur during the replacement and will describe the restoration that PWSA will perform. Partial Settlement at ¶ III.VV.1.d. PWSA will evaluate engineering solutions to avoid high restoration costs and will connect customers with services that may help to defray restoration costs. February 4, 2021 Opinion and Order at 53-54.
2. Property owners will be contacted in advance and asked to enter into an agreement to allow PWSA employees and contractors to gain access to their private property in order to replace their ~~private LSLs~~Customer Lead Service Line. The agreement will include provisions that require the property owner(s) to release and hold harmless the PWSA from any and all claims, causes of action, damages or losses, of any nature, whatsoever with respect to the work performed by PWSA or its contractors.<sup>56</sup> July 2019 Policy at 3. Except in the case of non-owner occupied properties at which the PWSA has exercised “stand in the shoes” rights under Section K of this Plan, PWSA will enter into an agreement with the property owner for replacement of the Customer Lead Service Line.

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<sup>56</sup> A limitation of liability provision in connection with the PWSA’s tort liability for any work it performs to replace the customer-owned service line in accordance with the PWSA’s plan must be filed for the Commission’s approval in the PWSA’s tariff. See 52 Pa. Code § 69.87 (state case law permits tariff provisions to limit the liability of utilities to specified dollar amounts for injury or damages as a result of negligence or intentional torts); see also *In re: Tariff Provisions That Limit the Liability of Utilities for Injury or Damage as a Result of Negligence or Intentional Torts*, Pa. PUC v. PECO Energy Company, M-00960882, R-00943065, Pa. PUC LEXIS 111 (Declaratory Order entered March 17, 1997); see also *DeFrancesco v. Western Pennsylvania Water Co.*, 478 A.2d 1295, 1307 (Pa. Super. 1984) (holding a tariff provision limiting the company’s liability was exculpatory and void as against public policy because it completely negated the water company’s liability for its acts of negligence or intentional tort); see also *State Farm Fire and Casualty Co. v. PECO Energy Company*, 54 A.2d 921, 926-927 (Pa. Super. 2012) (holding that the tariff provision limiting liability to \$500 was valid and enforceable because the Commission had determined the reasonableness of the tariff and because the provision limited liability rather than negating liability altogether). As clarification, any approved limitation of liability provision for tort liability would not extend to any separate service claim raised in a complaint filed with the Commission against the PWSA under 66 Pa. C.S. § 701.

3. ~~Homeowners~~Property owners will then be asked to cooperate with PWSA's timeline for replacement and allow workers access to the service line. July 2019 Policy at 3.
4. PWSA will restore roadways and public sidewalks, backfill any trenches excavated as part of the replacement process and will fill and seal any wall or floor penetrations in the ~~private~~-home or property. No other restoration will be conducted for the private side replacement. PWSA will not replace any landscaping, interior finishes, paving, seeding, or walkways. All restoration costs shall be borne by the ~~homeowner~~property owner. July 2019 Policy at 4.

**I. Ad hoc replacements initiated by property owners after January 1, 2019:** "Ad hoc replacements" refer to when a property owner elects on their own initiative to arrange for the replacement of a private side LSL at a residence when PWSA is not then-currently replacing the public side of the line. PWSA developed this program in the context of PWSA's implementation in April 2019 of its new orthophosphate water treatment plan in accordance with DEP requirements, which PWSA expects will reduce lead levels to below the lead action level under the Lead and Copper Rule. PWSA M.B. at 60; PWSA St. C-1RJ at 3, 17-18.

1. If the private LSL is connected to a public LSL, PWSA proposes to replace the public side portion of the LSL when a customer elects to replace the private side. This proposal eliminates a partial line replacement.
2. PWSA proposes to reimburse the customer for all or a portion of the cost of the private side replacement based on the customer's income. The proposed income-based reimbursement of the cost to replace private LSL is tiered as follows:<sup>67</sup>
  - a. Full cost reimbursement for households with income levels below 300 percent of the federal poverty level (FPL),<sup>78</sup> as adjusted annually;
  - b. 75 percent of the cost for households with income levels between 301 and 400 percent of the federal poverty level, as adjusted annually;
  - c. 50 percent of the cost for households with income level between 401 and 500 percent of FPL, as adjusted annually;
  - d. For all other households, a \$1,000 stipend towards the replacement cost of private side LSL replacement. July 2019 Policy at 4.

3. PWSA is not taking responsibility for replacement of private LSLs when it is not

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<sup>67</sup> The PWSA estimates that approximately 53.3% of households will qualify for full reimbursement, 12.1% will qualify for 75% reimbursement, 9% will qualify for a 50% reimbursement. PWSA St. C-1SD at 31.

<sup>78</sup> The FPL is a sliding scale that is updated each year by the U.S. Department of Health and Human Services. The scale is based on the number of people living in the household. Each additional person in the household increases the FPL by \$4,420. OCA St. 2R-Supp at 4.

replacing the public side of the service line. A customer would be responsible to determine if they have a private side LSL at their home. UNITED St. C-2SUPP-R at 3. In these circumstances, the customer is required to hire a private contractor, and PWSA will reimburse the customer for the lead line replacement expenses based on the customer's income level. PWSA St. C-1RJ at 9.

4. PWSA is willing to directly pay the contractor rather than to require the customer to first fund it and wait for reimbursement from PWSA. PWSA St. C-1RJ at 11 (articulating PWSA's desire to do this and that it was exploring the option at the time of submitting rejoinder testimony); *see also* PWSA M.B. at 63.
5. PWSA estimates that it would incur administrative costs of \$1,000 for each ad hoc replacement. OCA St. 2R-Supp at 5 (citing UNITED-XII-15 Attach. A, note 3). PWSA estimates that the average cost of direct construction work to replace a private side LSL by a customer's private contractor is about 75% of the direct construction cost that PWSA averages (\$5,500). July 2019 Policy at 2. PWSA is budgeting for 8,000 to 20,000 replacements through this program. PWSA St. No. C-1RJ at 6, 9-10.

**J. Customer Lead Service Line on Multiple Properties:**

1. When PWSA is replacing a Customer Lead Service Line at no direct cost to the property owner, and the Customer Lead Service Line crosses one (or more than one) property to access another, PWSA will: (a) attempt to obtain approval from all property owners to allow the work necessary to replace the Customer Lead Service Line; and (b) evaluate solutions available to install conforming service lines. February 4, 2021 Opinion and Order at 32-35.
2. If PWSA is unable to obtain the neighboring property owner or owners' consent, and there is no other viable and economic solution (to be determined in PWSA's sole discretion) such as installing conforming service lines, PWSA will commence procedures to terminate service to the neighboring property owner or owners' property pursuant to its Tariff, and PWSA will complete or suspend the termination of the neighboring property owner's water service as set forth in Section L of this Plan. February 4, 2021 Opinion and Order at 32-35.

**K. Non-Owner Occupied Properties:**

1. PWSA may stand in the shoes of the property owner and is authorized to replace a Customer Lead Service Line when: (a) PWA has offered pursuant to its Tariff to replace at no direct cost to the property owner a Customer Lead Service Line; (b) the property is not occupied by the legal owner of the property; and (c) the Authority has made attempts to obtain authorization for the Customer Lead Service Line replacement pursuant to PWSA's Tariff and Lead Infrastructure Plan and (i) the legal owner can not be identified; (ii) the legal owner can not be located; or (iii) PWSA has notified the legal owner but the owner has never responded. February

4, 2021 Opinion and Order at 32-32.

2. In such instances, and when, in the sole discretion of the Authority, replacing the Customer Lead Service Line and preventing the termination of water service would be reasonable and in the public interest, PWSA may proceed to make the replacement without obtaining authorization from the property owner. In any such instance of replacement, PWSA, and any person associated with PWSA, including but not limited to employees, agents, board members and executives, are released and held harmless from any and all claims, causes of action, damages or losses, of any nature, whatsoever with respect to the work performed by PWSA or its contractors, and shall not be otherwise liable for any claim asserted by any person, including the property owner, as a result of the Customer Lead Service Line replacement except to the extent otherwise authorized by this Plan and/or PWSA's Tariff. February 4, 2021 Opinion and Order at 32-32.

**L. ~~J. Partial replacements performed~~ Replacement of Public-Side Lead Service Line by PWSA ~~after January 1, 2019:~~**

- ~~1. "Partial lead service line replacement" means the replacement of a public-side service line made of any material without the simultaneous replacement of a connected private-side LSL. Partial Settlement at ¶ III.OO.6.~~
1. Except as set forth below, if after being notified of PWSA's offer to replace at no direct cost a Customer's Lead Service Line, the property owner has not provided an executed property owner agreement authorizing the replacement of the Customer Lead Service Line or where the legal owner can not be identified or located, PWSA will not reconnect the Customer Lead Service Line to the public-side service line and will initiate termination of water service at that location following the procedures and providing the notices set forth herein. PWSA will proceed with termination of water service to a location irrespective of whether Independent Legal Restrictions would otherwise delay or prohibit termination. Reconnection of service shall not be permitted until the customer indicates that he or she will execute the property owner agreement, agrees to the replacement or submits proof in the form of a plumbing inspection report from the Allegheny County Health Department that the Customer Lead Service Line has been replaced.
2. PWSA's termination notice procedures are set forth below:
  - a. PWSA will mail the Lead Service Line Replacement packet at least 45 days prior to performing the service line work. The packet will:
    - Include a letter that states that, if the customer does not return the agreement to allow PWSA to replace the customer's private-side LSL (which PWSA requests be returned within 10 days), PWSA will terminate the service;
    - Explicitly state that bill payment or overdue bills does not impact qualification for assistance in LSL replacements; and



- Include information directed at tenants to be able to obtain further information concerning their rights in the cover letter and in a standalone insert.
  - b. PWSA will send a notice of termination at least 37 days in advance of a potential termination, regardless of whether the property is owner occupied or tenant occupied, to the service address and, if different, the mailing address.
  - c. PWSA will post (by door-hanger) locations where the mailing address is different from the service address a minimum of 30 days in advance of potential termination.
  - d. PWSA will use notices and postings that are substantially similar to what is currently used by PWSA for termination due to lack of access to the meter, with certain provisions modified to reflect the context of the termination of service.
  - e. When a Customer Service Line has been verified to be lead, and PWSA does not receive a customer agreement authorizing PWSA to replace the line, PWSA will:
    - Mail a 10-day notice of termination letter to the service address and property owner (if the addresses are different);
    - Three days prior to termination, a PWSA Representative will visit the site, attempt contact and leave a termination door hanger (on the door or with the occupant, as applicable). If an occupant has previously threatened PWSA workers, this step will be conducted via phone call. If personal contact at the property is unsuccessful, PWSA will attempt to contact the customer through alternative means (such as a phone call). If the mailing address for the owner is different from the service address, PWSA also will attempt to contact the owner via telephone; and
    - On the day of termination, a PWSA Representative will visit the property and attempt contact with the occupant. If an occupant has been threatening to workers, this step will not be followed.
- 3. All pre-termination notice steps taken by PWSA will be documented in its data management system.
- 4. PWSA will develop the content for its pre-termination notices in the LSL replacement context. The content of its pre-termination notices will be similar to the notices PWSA uses for termination due to lack of access to the meter.
- 5. The initial Lead Service Line Replacement packet provided by PWSA and each termination notice will include legal services/community organization referral information.
- 6. At any time prior to completing termination, or, within 5-days after termination the property owner executes the property owner agreement, or if after the termination



the property owner submits proof in the form of a plumbing inspection report from the Allegheny County Health Department that the Customer Lead Service Line has been replaced, water service will be restored to the property. The property owner will have five days from termination to provide the executed agreement, or ten days from termination if the replacement was made pursuant to PWSA's emergency replacement procedures, and coordinate with PWSA to schedule the replacement. If the aforementioned steps are not completed within that timeframe, PWSA will terminate service again on the fifth day (or tenth day in the case of emergency replacements) without re-initiating termination notices and procedures. February 4, 2021 Opinion and Order at 19-20, 48.

7. Property owners whose water service is terminated at their residence following a partial lead service line replacement may be eligible for the income-based reimbursement program set forth in Section I.2. of this Plan and will be provided information on how to participate in the program. February 4, 2021 Opinion and Order at 16, 48.

#### **M. Notice and Outreach Procedures in Emergency Situations:**

1. ~~2-PWSA will complete the replacement of a public-side LSL without simultaneously completing the replacement of the private-side LSL in~~utilize the following ~~circumstances~~notice and outreach procedures for emergency repairs and replacements:
  - ~~i. If PWSA determines, in its sole discretion, that replacement of the portion of the LSL owned by the property owner at a particular residence or related interior plumbing modification is not technically feasible, the residence is unsafe from a structural or sanitary condition, or will result in excess expense, due to conditions, such as length, terrain, obstructions, structures, pavements, trees, or other utilities, PWSA may exclude such residence and not replace private side of the LSL; (Partial Settlement at ¶ III.VV.1.b.i; July 2019 Policy at 2, ¶ 3.3)~~
  - a. PWSA's Operations Team will notify PWSA Lead Help Desk personnel when an emergency repair is required and a Customer Lead Service Line is observed.
  - ~~ii. PWSA is replacing a public-side service line through the small-diameter water main replacement program or is moving a residential service line from an abandoned water main to a different water main, and PWSA is unable to obtain consent to replace the private-side LSL from the property owner after making at least one attempt to contact the property owner by mail, one attempt by telephone, and one attempt by visiting the residence in person; (Partial Settlement at ¶ III.VV.1.b.ii)~~
  - b. PWSA's Lead Help Desk personnel will attempt to contact the property owner via telephone regarding the Customer Lead Service Line. Lead Help Desk personnel will leave voicemail message(s) for the property owner if a

voicemail box is available.

- ~~iii. A property owner who also resides at the property signs a formal agreement stating that they do not consent to a free private-side LSL replacement and that they understand the risks of a partial replacement; or (Partial Settlement at ¶ III.VV.1.b.iii)~~
- c. A member of PWSA's Operations Team or a Field Liaison will visit the property if the property owner cannot be reached by telephone. If the attempted in-person contact with the property owner is unsuccessful, the Operations Team member of Field Liaison will leave a door hanger to inform the property owner and/or resident of the emergency repair, request for authorization to replace the Customer Lead Service Line and the consequence for refusing PWSA's offer to replace the Customer Lead Service Line.
- ~~iv. PWSA is replacing a public-side service line as a result of an emergency circumstance (e.g., water main leak, broken curb stop, or damage to other infrastructure requiring a public-side service line replacement), and PWSA is unable to obtain consent to replace the private-side LSL from the property owner after making at least one attempt to contact the property owner by telephone and one attempt by visiting the residence in person. (Partial Settlement at ¶ III.VV.1.b.iv.)~~
- d. If it is not feasible for PWSA to install a temporary service connection, PWSA will terminate service in accordance with its Tariff which permits 24 hours' prior notice, or no prior notice, depending on the circumstances.<sup>9</sup>
- ~~v. In the event PWSA determines it will not complete the replacement of a private-side lead service line due to any of the circumstances described in the Partial Settlement at ¶ III.VV.1.b.i., PWSA will temporarily not replace the public-side service line until it has reported the factual circumstances to the CLRAC in accordance Partial Settlement at ¶ III.WW.4.b. After consulting with the CLRAC, PWSA should make a determination as to the appropriate next steps, including, but not limited to, potentially not replacing the public side of the line while corrosion control treatments and distribution of water filters remain in place or potentially receiving Commission approval to make reasonable changes, substitutions and extensions in or to service and facilities as may be necessary or proper for the accommodation and safety of patrons with extraordinary circumstances or potentially receiving Commission approval of tariff provisions quantifying specific limits on PWSA's financial responsibility for a private-side lead service line replacement in~~

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<sup>9</sup> PWSA Tariff, Section C, Rule 3.j.iv.

~~extraordinary circumstances.~~<sup>8</sup>

~~e. If a temporary service connection is established, PWSA will follow non-emergency termination procedures in PWSA Tariff, Section C, Rule 3.j.i.v., and will replace the Customer Lead Service Line if it receives a property owner agreement consenting to replacement of the Customer Lead Service Line (see Section L.6 of this Plan). After the non-emergency termination procedures are followed and the property owner has not consented to replacement of the Customer Lead Service Line, PWSA will remove the temporary service connection and terminate service.~~

~~vi. In the event PWSA does not complete the replacement of a private-side lead service line due to any of the circumstances described in the Partial Settlement at ¶ III.VV.1.b.ii-iv., PWSA will not permit the re-connection of the private-side lead service line to the newly installed public-side service line in accordance with PWSA's tariff at Section B, Rules 1 and 4. PWSA will begin the process to terminate service to the residence with prior notice in accordance with PWSA's tariff at Section C, Rule 3.j. Reconnection of service shall not be permitted until the customer certifies the removal of the private-side lead service line in accordance with PWSA's tariff at Section B, Rule 4.~~<sup>9</sup>

~~3. PWSA will provide residents who receive partial LSL replacements with information regarding the risks of lead exposure from partial LSL replacements. Partial Settlement at ¶ III.TT.3.a.~~

#### ~~N. K.~~ **Post-Replacement Measures:**

1. ***Post-replacement notices and instructions:*** Following a LSL replacement, full or partial, PWSA does the following steps:

a. Leaves an informational door hanger at the residence. The door hanger informs the resident of the work done, instructs them how to flush their pipes and taps, and directs them to collect a post-replacement water sample after allowing the water to sit unused for 6 to 8 hours.

b. Provides the household with a tap water sample kit.

~~c. If a partial LSL was performed, and the resident fails to return the sample, PWSA will provide another door hanger reminder about one month after the date of~~

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<sup>8</sup>- The Commission's March 26, 2020 Final Order unilaterally added this subsection to the Partial Settlement. On April 10, 2020, PWSA filed a Petition for Reconsideration, Clarification and/or Amendment of the Commission's March 26, 2020 Final Order and requested modifications to this subsection. As the Petition for Reconsideration, Clarification and/or Amendment is pending before the Commission, this subsection is held in abeyance.

<sup>9</sup>- The Commission's March 26, 2020 Final Order unilaterally added this subsection to the Partial Settlement. On April 10, 2020, PWSA filed a Petition for Reconsideration, Clarification and/or Amendment of the Commission's March 26, 2020 Final Order and requested modifications to this subsection. As the Petition for Reconsideration, Clarification and/or Amendment is pending before the Commission, this subsection is held in abeyance.

~~replacement.~~

- ~~c.~~ ~~d.~~ PWSA provides an additional free test to a customer when their previous post-replacement tap water sample reveals lead levels above ~~15~~10 ppb.
- ~~d.~~ ~~e.~~ If a post-replacement sample shows water lead levels above 50 ppb, PWSA will deliver to the residence at least one case of bottled water per day until PWSA completes a meter drop and flush at the residence. Residents who receive a meter drop and flush will remain eligible for additional filter cartridges and other assistance as described above in ¶¶ III.TT.1 and III.TT.3. Partial Settlement at ¶ III.UU.1.

## **2. *Post-replacement water filter distribution program:***

- a. PWSA presently offers an NSF-certified pitcher (not tap) filter and three replacement cartridges to customers free of charge after a partial or full LSL replacement. PWSA St. C-1 at 62-63.
- b. PWSA will continue to provide, at no charge, a tap water lead testing kit, water filter NSF-certified to remove lead, and six months of filter cartridges to a residence whenever PWSA performs a LSL replacement. Partial Settlement at ¶ III.TT.3.
  - ~~i. PWSA will provide residents who receive partial lead service line replacements with information regarding the risks of lead exposure from partial lead service line replacements. Partial Settlement at ¶ III.TT.3.a.~~
  - ~~i.~~ ~~ii.~~ If a resident's post-replacement tap water lead test reveals lead levels above ten (10) parts per billion, PWSA will provide to the resident an additional testing kit, at no charge, and instructions to return a follow-up test result three months after the initial test. Partial Settlement at ¶ III.TT.3.b.
  - ~~ii.~~ ~~iii.~~ If the three-month follow-up test result shows lead levels above ten (10) parts per billion, PWSA will assist the resident in determining why lead levels remain elevated. Partial Settlement at ¶ III.TT.3.c.

## **O. ~~L.~~ Interior Plumbing Inspections:**

1. Whenever PWSA replaces a residential water meter, PWSA will inspect the interior plumbing adjacent to the water meter and inform residents in writing of the materials observed. If the interior plumbing is composed of lead, galvanized steel

or iron, PWSA will inform customers of the risks of lead release from such plumbing. Partial Settlement at ¶ III.RR.1.

2. Whenever PWSA performs a private-side lead service line replacement without a simultaneous meter replacement, PWSA will make good faith efforts to document the material making up the interior plumbing adjacent to the private-side ~~lead~~ service line and inform residents in writing of the materials observed. If the interior plumbing is composed of ~~lead~~, galvanized steel or iron, PWSA will inform customers of the risks of lead release from such plumbing. Partial Settlement at ¶ III.RR.2.

**P. ~~M.~~ Meter Replacements and Processes Related to Potential LSLs:**

- ~~1. Starting September 1, 2019 and ending three months thereafter, PWSA will provide, at no charge, a tap water lead testing kit, whenever PWSA replaces a water meter at a residence that has a private-side lead or galvanized service line or lead-bearing or galvanized interior plumbing adjacent to the water meter. Partial Settlement at ¶¶ III.SS.1 and III.TT.1.~~
- ~~2. Starting September 1, 2019, PWSA will conduct a three-month study to determine the potential impact of replacing a water meter at locations with a lead service line or adjacent lead-bearing or galvanized interior plumbing. Partial Settlement at ¶ III.SS.2.~~
- ~~3. By January 31, 2020, PWSA will present CLRAC with the results of the samples received pursuant to Section III.SS.1 to demonstrate potential impacts, for CLRAC's information and to solicit feedback. Partial Settlement at ¶ III.SS.3.~~
1. ~~a. If more than ten percent of the results received exceed ten parts per billion of lead, PWSA will provide a water ~~filter~~filters NSF-certified to remove lead, ~~six months of and~~ filter cartridges, and written information on how to request a free tap water lead testing kit~~ whenever PWSA replaces a water meter at a residence that has a ~~private-side~~private side lead or galvanized service line or ~~lead-bearing~~lead bearing or galvanized interior plumbing observed adjacent to the water meter. Partial Settlement at ¶ III.SS.3.ab.
  - ~~b. PWSA will start providing the water filters NSF-certified to remove lead and the filter cartridges as soon as PWSA has evaluated the results of the study and determined that more than ten percent of the results received exceed ten parts per billion of lead. Partial Settlement at ¶ III.SS.3.b.~~
2. ~~4. PWSA will ensure that a new meter installed at any residence is "lead free," as defined at 42 U.S.C. § 300g-6(d). Partial Settlement at ¶ III.SS.4.~~

**Q. ~~N.~~ Tap Water Testing, Filter Distribution and Bottled Water (not in connection with PWSA's completion of a LSL replacement):**

1. PWSA will provide, at no charge, a tap water lead testing kit to any resident within its service area who requests one. Partial Settlement at III.TT.1. ~~PWSA will also provide, at no charge, a tap water lead testing kit to any resident within its service area who receives a meter replacement pursuant to Section III.SS.1 of the Partial Settlement. Partial Settlement at ¶ III.TT.1.~~
  - a. If such testing reveals lead levels above ten (10) parts per billion, PWSA will provide to the resident, at no charge, a water filter NSF-certified to remove lead, six months of filter cartridges, and an additional tap water lead testing kit with instructions to return a follow-up test result three months after the initial test.
  - b. So long as the resident continues to return testing kits, PWSA will continue to provide additional testing kits at three-month intervals and additional filter cartridges at six-month intervals until the resident's lead levels fall below ten parts per billion.
  - c. PWSA will include information on this filter distribution policy in all materials publicizing the availability of tap water lead testing kits.
- ~~2. PWSA will offer, at no charge, a NSF-certified water filter to remove lead and six months of filter cartridges to any customer enrolled for PWSA's Customer Assistance Programs and any tenant that would be eligible for PWSA's Customer Assistance Programs if they were a customer, when PWSA's records (including predictions from the machine learning model described above in Inventory) indicate that the customer's or tenant's residence has a public-side or private-side service line made of lead or unknown material. This term will remain in effect until PWSA's Lead and Copper Rule sampling results fall below the lead action level during two consecutive six-month monitoring periods. Partial Settlement at ¶ III.TT.2. "Customer Assistance Programs" means PWSA's Bill Discount Program, Hardship Fund program, Winter Shut Off Moratorium, Community Environmental Project, and any future programs created by PWSA to assist customers in paying for water service or securing access to safe drinking water. Partial Settlement at ¶ III.OO.9.~~
2. ~~3.~~ If a residence's tap water lead test reveals lead concentrations above 50 parts per billion, PWSA will deliver to the residence at least one case of bottled water per day until PWSA completes a meter drop and flush at the residence. Residents who receive a meter drop and flush will remain eligible for additional filter cartridges and other assistance as described above in Sections ¶¶ III.TT.1 and III.TT.3. Partial Settlement at ¶ III.UU.1.

**R. ~~O.~~ Community Lead Response Advisory Committee (CLRAC):**

1. “CLRAC” means the Community Lead Response Advisory Committee established pursuant to pages 9-13 of PWSA’s Joint Petition for Partial Settlement, and as approved by Final Order of the Commission entered on February 7, 2019 in PWSA’s first jurisdictional base rate case docketed at R-2018-3002645 *et al.* Partial Settlement at ¶ III.OO.13.
2. The term of the CLRAC is extended through December 31, 2026, unless active CLRAC members vote unanimously to terminate the CLRAC at an earlier date. Partial Settlement at ¶ III.WW.1.
3. Notwithstanding ¶ III.WW.1, PWSA may terminate the CLRAC after January 1, 2022, if there are just and reasonable circumstances for its termination, including insufficient participation and/or engagement in the CLRAC. Termination of the CLRAC will be effective 120 days after notice is provided by PWSA to CLRAC members. Partial Settlement at ¶ III.WW.2.
4. If a CLRAC member is no longer willing or able to continue to participate in the CLRAC, another representative of the departing member’s organization may fill the departing member’s position on the CLRAC. If no other representative of the departing member’s organization is willing or able to fill the departing member’s position, PWSA or any member of the CLRAC, including the departing member, can nominate a candidate to fill the departing member’s position. At least one active committee member must be a public health expert. Candidates must be approved by two-thirds of current CLRAC members. Partial Settlement at ¶ III.WW.3
5. PWSA will consult with the CLRAC regarding its lead remediation efforts on at least a quarterly basis. PWSA’s consultation will include, but not be limited to:
  - a. Prioritization of residences for lead service line replacements based on children’s blood lead levels, the prevalence of children under six years of age and women of child-bearing age, income, lead service line density, or any combination of factors recommended by the CLRAC, as part of:
    - i. Small-diameter water main replacements performed after January 1, 2021, including designation of Priority Lead Neighborhoods, as described above at ¶ III.VV.2.a; and
    - ii. The neighborhood-based lead service line replacement program, as described above at ¶ III.VV.3.
 (Partial Settlement at ¶ III.WW.4.a.i-ii)
  - b. An update every six months on the number of instances in which PWSA has been unable to replace a private-side lead service line because of the conditions set forth in ¶ III.VV.1.b. (Partial Settlement at ¶ III.WW.4.b)
  - c. An analysis of the costs incurred by customers seeking reimbursements for



private-side lead service line replacements under Paragraph 3.2 of PWSA Exh. RAW/C-46 (PWSA Lead Service Line Replacement Policy Approved July 26, 2019), for CLRAC's information and to solicit feedback; (Partial Settlement at ¶ III.WW.4.c)

- d. A quarterly update on PWSA's efforts to secure additional funding for lead service line replacements as described above at Section III.VV.1.c.; (Partial Settlement at ¶ III.WW.4.d)
- e. Implementation of PWSA's water filter policies, including methods for reducing residents' burdens to obtain filters under the filter programs described above at ¶¶ III.SS and III.TT; (Partial Settlement at ¶ III.WW.4.e)
- f. Improving outreach efforts and exploring other methods for obtaining customer consent for private-side lead service line replacements conducted as part of the small-diameter water main replacement program, neighborhood-based lead service line replacement program, in response to a main or service line leak or break, ~~or through the Community Environmental Project~~. PWSA will continue to report quarterly to the CLRAC, for its information and to solicit feedback, on the number of property owners who refuse to consent to private-side lead service line replacements, the reasons for their refusal, and PWSA's follow-up efforts to obtain consent; (Partial Settlement at ¶ III.WW.4.f)
- g. PWSA's efforts to increase customer participation in its pre- and post-lead service line replacement and post-meter replacement tap water lead testing programs; (Partial Settlement at ¶ III.WW.4.g)
- ~~h. Public display of the machine learning model's predictions of the locations of private and public side lead service lines and PWSA's plans for completing its inventory, as described above at Section III.QQ.1; (Partial Settlement at ¶ III.WW.4.h)~~
- h. ~~i.~~ PWSA's plan for replacing all known remaining lead service lines, as described above at ¶ III.QQ.2; (Partial Settlement at ¶ III.WW.4.i)
- i. ~~j.~~ PWSA's estimate of the number of private-side lead service lines located in its service area, as described above at ¶ III.QQ.2; and (Partial Settlement at ¶ III.WW.4.j)
- j. ~~k.~~ The results of the information determined in ¶¶ III.QQ.2 and III.QQ.3 above. (Partial Settlement at ¶ III.WW.4.k)
- k. [A certification that directives with respect to occupied properties in Section D.9.b of this Plan have been followed. \(February 4, 2021 Opinion and Order at 61\).](#)



**S. ~~P.~~ Corrosion Control:**

1. PWSA will provide the Commission, the Parties, and the CLRAC with quarterly updates regarding the progress of PWSA's orthophosphate program, when PWSA started testing for lead levels, and the results of the lead level testing. Partial Settlement at ¶ III.XX.1.
2. PWSA's obligation to provide the quarterly updates set forth in this paragraph will cease when it is no longer required to provide quarterly updates on its orthophosphate program to the Pennsylvania Department of Environmental Protection. Partial Settlement at ¶ III.XX.2.

**T. ~~Q.~~ Cost Tracking Relating to LSL Replacement Costs:**

1. PWSA will separately identify all projected lead service line replacement costs and details on its cost projections in its rate filings. Partial Settlement at ¶ III.YY.1.
2. PWSA will continue to provide information regarding actual replacement costs as part of its quarterly report provided to the parties pursuant to the Rate Case Partial Settlement Par. A.2.c. (Docket Number R-2018-3002645) that includes quarterly and cumulative year-to-date data. This reporting requirement will continue through the term of the lead service line replacement program. Partial Settlement at ¶ III.YY.2.

Actual replacement costs will be evaluated in future base rate proceedings and shared with the CLRAC. Partial Settlement at ¶ III.YY.2.

3. When PWSA adopts the Uniform System of Accounts, it will show projected and actual lead service line replacement costs as a sub account; PWSA will determine whether it would be appropriate to include in a sub account of Account 333. Partial Settlement at ¶ III.YY.3.