

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of Aqua Pennsylvania, Inc.	:	
For Approval of its Lead Service Line	:	P-2023-3044459
Replacement Program	:	

RECOMMENDED DECISION

Before
Gail M. Chiodo
Administrative Law Judge

Alphonso Arnold III
Administrative Law Judge

INTRODUCTION

This decision recommends that the Pennsylvania Public Utility Commission (Commission or PUC) approve the Joint Petition for Settlement (Joint Petition or Settlement) without modification. The Settlement is unanimous, resolves all issues and is signed by Aqua Pennsylvania, Inc. (Aqua or Company), the Office of Consumer Advocate (OCA), the Office of Small Business Advocate (OSBA), and the Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania (CAUSE-PA) (collectively, Joint Petitioners).

After an exhaustive review of the modification to the Company's proposed lead service line replacement program, we find that the Settlement is consistent with the requirement of the Public Utility Code and the Commission's regulations, and is in the public interest.

HISTORY OF THE PROCEEDING

On October 23, 2023, Aqua filed its Third Long-Term Infrastructure Improvement Plan (LTIIIP) Petition at Docket No. P-2023-3043755 (LTIIIP Petition).¹ Aqua's Lead Service Line Replacement (LSLR) plan was included as Attachment A to the LTIIIP at Docket No. P-2023-3043755 (LSLR Petition). On November 22, 2023, CAUSE-PA and OCA each submitted comments, specifically regarding Aqua's proposed LSLR program, at the LTIIIP docket, P-2023-3043755.

On November 27, 2023, in response to a concern expressed by the Commission's Bureau of Technical Utility Services (TUS) that the LSLR Petition and the LTIIIP Petition be separately docketed,² Aqua filed its Petition for Approval of its LSLR at a separate docket from the LTIIIP Petition, which Petition was docketed herein at Docket No. P-2023-3044459.³

On December 15, 2023, OSBA filed a Notice of Intervention and Public Statement. On December 18, 2023, CAUSE-PA filed a Petition to Intervene and Answer to the LSLR Petition. On January 18, 2024, OCA filed a Notice of Intervention and Public Statement.

On January 22, 2024, a Call-In Telephone Prehearing Conference Notice was issued scheduling a telephonic prehearing conference for February 8, 2024, before Administrative Law Judge (ALJ) Charece Z. Collins. Also on January 22, 2024, ALJ

¹ See *Petition of Aqua Pa., Inc. for Approval of its Third Long-Term Infrastructure Improvement Plan*, Docket No. P-2023-3043755 (Opinion and Order entered June 13, 2024) (*LTIIIP Order*).

² See *LTIIIP Order* at 2.

³ The Commission approved Aqua's LTIIIP Petition and stated that it would address Aqua's LSLR Petition at Docket No. P-2023-3044459 herein. *LTIIIP Order* at 28, Ordering Paragraph No. 2.

Collins' Prehearing Conference Order was issued, which directed the parties to file Prehearing Memoranda by February 5, 2024.

On January 25, 2024, Aqua submitted responses to TUS' Set 1 Data Requests, as well as a revised LSLR Plan.

On February 8, 2024, a prehearing conference was held before ALJ Collins. Aqua, OCA, OSBA, and CAUSE-PA appeared and were represented by counsel. Over no objection, the Petition of CAUSE-PA to intervene was granted. (Tr. at 7). During the conference, the parties requested 90 days to discuss settlement prior to establishing a formal litigation schedule in this matter. The parties further indicated that they would send monthly status reports for the duration of the settlement period. ALJ Collins orally granted the parties' request, which was memorialized in Prehearing Order #1 dated February 8, 2024. (Tr. at 7-8).

On March 11, 2024, the Joint Petitioners submitted their first status report. In accordance with subsequent Prehearing Orders issued, subsequent status reports were submitted by the Joint Petitioners on April 10, 2024, May 10, 2024, June 10, 2024, July 10, 2024, and August 12, 2024.

On August 19, 2024, the Commission issued a Judge Change Notice, reassigning this matter from ALJ Collins to the undersigned ALJs, Gail M. Chiodo and Alphonso Arnold, III. On September 11, 2024, the Joint Petitioners submitted their seventh status report, and requested additional time for negotiations, which we granted.

Accordingly, subsequent status reports were submitted by the Joint Petitioners on October 11, 2024 and November 11, 2024.

On November 26, 2024, Counsel for Aqua, on behalf of the Joint Petitioners, advised us via email that a settlement in principle of all issues had been reached. The Joint Petitioners also explained that they intended to file a joint petition for settlement on December 20, 2024, or alternatively, to provide us with a report on the status of the settlement on that date.

On December 20, 2024, the Joint Petitioners filed the Settlement. The record was closed on this date.

FINDINGS OF FACT

1. Aqua Pennsylvania, Inc. is a “public utility” as that term is defined under the Public Utility Code, 66 Pa.C.S. § 102. Settlement ¶ 1.

2. Aqua provides water public utility service to approximately 445,000 water customers in a certificated service territory that spans 32 counties across the Commonwealth of Pennsylvania. Settlement ¶ 1.

3. The Office of Consumer Advocate is an agency of the Commonwealth of Pennsylvania created by Act 161 of 1976 to represent the interests of consumers before the Public Utility Commission. 71 P.S. § 309-2.

4. The Office of Small Business Advocate is an agency of the Commonwealth of Pennsylvania authorized by the Small Business Advocate Act (Act 181 of 1988, 73 P.S. §§ 399.41 - 399.50) to represent the interest of small business consumers as a party in proceedings before the Commission.

5. The Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania is an unincorporated association of low-income individuals that

advocates on behalf of its members to enable consumers of limited economic means to connect to and maintain safe and affordable water, electric, heating and telecommunication services. Petition to Intervene of CAUSE-PA, ¶ 7.

6. On October 23, 2023, Aqua filed its Third LTIP Petition at Docket No. P-2023-3043755, and attached its LSLR Petition. *Petition of Aqua Pa., Inc. for Approval of its Third Long-Term Infrastructure Improvement Plan*, Docket No. P-2023-3043755 (Opinion and Order entered June 13, 2024).

7. In response to a concern expressed by TUS that the LSLR Petition and the LTIP Petition be separately docketed, Aqua filed its LSLR Petition which was separately docketed herein at Docket No. P-2023-3044459. *See LTIP Order* at 2.

8. By Order entered June 13, 2024, the Commission approved Aqua's LTIP Petition and stated that it would address Aqua's LSLR Petition at Docket No. P-2023-3044459 herein. *LTIP Order* at 28, Ordering paragraph No. 2.

TERMS AND CONDITIONS OF THE SETTLEMENT

The Settlement is a thirteen-page document signed by Aqua, OCA, OSBA, and CAUSE-PA. Accompanying the Settlement are Exhibits A through W, some with sub-exhibits, and Appendices A through D, which are designated as the Statements in Support of the Settlement of each individual Joint Petitioner.

The essential terms of the Joint Petition are set forth in Section III on pages 5- 9, paragraph numbers 32-42, of the Settlement. These terms are stated verbatim below, and for ease of reference to the reader, retain the same numbers, lettering, and subheadings, as they appear in the Settlement filed with the Commission. These terms are:

III. TERMS AND CONDITIONS OF SETTLEMENT

32. Aqua's LSLR Plan is approved, subject to the following modifications. A copy of Aqua's updated LSLR Plan is attached to this Settlement as **Exhibit A**.

33. Aqua's pro forma tariff supplement containing the proposed changes necessary to implement the LSLR Program in compliance with this Settlement is attached to this Settlement as **Exhibit B**.

34. In accordance with the U.S. Environmental Protection Agency's ("EPA") Lead and Copper Rule Improvements, Aqua will complete replacement of all lead service lines identified through its Service Line Inventory by December 31, 2037, or such other date as modified by the EPA or Pennsylvania Department of Environmental Protection.

35. Aqua will share with the OCA, CAUSE-PA, and the OSBA the communications, outreach, and education materials referenced in paragraph 65 of the Company's Plan and developed by the Company in compliance with 52 Pa. Code §65.56(c) promptly after such materials are finalized or updated by the Company and used by the Company in connection with the Plan.

36. Aqua will make written communications to consumers – Exhibits A through Q of the Plan – available in English with a notation in Spanish as to how to request the documents in Spanish and an additional notation as to how to request the documents in the other top two non-English languages spoken in the service territory. In addition, Aqua will create a notification letter to the consumer for Exhibit K – Pitcher Filter – with notations to request instructions for use of pitcher filter in Spanish and the other top two non-English languages spoken in the service territory. The top two non-English languages spoken, other than Spanish, will be determined by reviewing each county that Aqua serves and determining the top two most spoken languages throughout the Company's entire footprint.

37. Following the completion of the Company's Lead Service Line ("LSL") projects in a project area set forth in the Plan, in the event the Company finds lead in a company or customer owned service line in said completed project area, the Company will provide a report

detailing the location, number of affected pipes, and the replacement date to the Commission, CAUSE-PA. and the statutory advocates in the Company's Annual Asset Optimization Plan ("AAOP").

38. Aqua's Service Line Inventory will provide zip code information which can be used to identify service lines that have been inventoried and those identified as LSL^[4] or Galvanized Requiring Replacement ("GRR").

39. Aqua's AAOP will report, by zip code, the number of customer-owned lead service lines ("COLSL") replaced in the preceding year.

40. Aqua will utilize tools available (e.g., the Pennsylvania Department of Environmental Protection's PennEnviroScreen tool or Justice40 Initiative) to identify environmental justice areas and high levels of children's lead risk for targeting of inventory and replacement.

41. In accordance with 52 Pa. Code § 65.58(c)(3), the Company shall include a section in its tariff providing Step-In Rights to address replacement of a COLSL to avoid termination of service when a property owner who is not the Resident is nonresponsive to an entity's offer to replace a COLSL. The tariff language shall be as follows:

A. Step In Rights Defined. In reference to 52 Pa. Code § 65.58(c)(3), Step-In Rights means the right of the Company to avoid termination of service to a property where the resident of the Property is not the property owner, and the property owner is nonresponsive to the Company's offer to replace a COLSL.

The Company can utilize Step-In Rights in the following circumstances where a Customer or occupier of a premise is not the property owner.

1. The Company has attempted to contact the property owner with an offer to replace the COLSL in accordance with the Company's LSLR Plan;
2. The Customer or the occupier of the Property is not the property owner; and

⁴ Lead service line (LSL).

3. The Company has attempted to get authorization to replace the COLSL, the property owner cannot be identified, or the property owner has been notified and has not responded to the Company's offer to replace the COLSL.

B. Circumstances Where the Company Must Use Step-In Rights.

1. The Company shall use Step-In Rights to avoid the termination of water service and replace a COLSL when the Customer or occupant of the Property provides a medical certification signed by a licensed physician, nurse practitioner or physician's assistant to the Company by fax, email or mail (providing the contact information).

2. The Company shall use Step-In Rights to avoid the termination of water service and replace a COLSL when the Customer provides a Protection From Abuse (PFA) order, or other court order issued by a court of competent jurisdiction in this Commonwealth which provides clear evidence of domestic violence.

3. The Company shall use Step-In Rights to avoid the termination of water service to the Customer or the occupant of the Property except when, in the Company's reasonable judgement, replacement would place its workers or utility facilities at a safety risk and in such instance, the Company may use Step-In Rights at its discretion.

C. After the replacement is complete, the Company 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 caused by the service line replacement in the structure at the Property (Company Restoration Work). No other restoration will be conducted for the Customer side replacement. The Company will not replace any landscaping, interior finishes, paving, seeding, or walkways (Private Side Restoration Work), and all

restoration costs for such Private Side Restoration Work shall be borne by the property owner.

D. When the Company exercises Step-In Rights, the Company's liability shall be limited to the amount in Section 51 of its Water Tariff for any action brought against the Company, its officers, directors, employees and agents for damages arising from any and all liability, including liability to third parties and the property owner, for personal injury, including death, property damage, or other actions, damages, fines, penalties, claims, demands, judgments, losses, costs, expenses, suit and actions (including reasonable attorney's fees), for personal injury, including death, property damage or other injury, to the extent caused by or arising out of the work performed by the Company or its agents in replacing the customer-owned LSL and/or the Company Restoration Work that the Company is responsible for under subsection C above.

42. For any service termination performed at the discretion of the Company in compliance with the above tariff language, the Company shall provide a list of terminations of service detailing the affected location, the reason for the termination, and the service termination date to the Commission, CAUSE-PA, and the statutory advocates in the Company's AAOP.

Joint Petition, ¶¶ 32 – 42.

Additionally, the Settlement is conditioned upon common conditions found in most settlements filed before the Commission. For example, the Joint Petitioners agree to waive exceptions to this decision if the Joint Petition is approved by the ALJs without modification. Should the Commission disapprove the Joint Petition or modify the terms, the Joint Petitioners reserve the right to withdraw the Settlement and may proceed to litigation. Furthermore, the Settlement is made without any admission against or prejudice to any position which any petitioner may adopt in the event of any subsequent litigation of these proceedings or any other proceeding.⁵

⁵ See Settlement at pp. 9–11 for all of the additional procedural conditions of the Settlement, all of which are not repeated herein.

LEGAL STANDARDS

LSLR Regulations

Lead is a heavy metal that commonly occurs in our environment. Humans can be exposed to lead through a variety of sources, including dust, soil, or paint chips, as well as through ingestion from drinking water. The deleterious health effects of lead are now well-recognized:

Exposure to lead in drinking water can cause serious health effects in all age groups. Infants and children can have decreases in IQ and attention span. Lead exposure can lead to new learning and behavior problems or exacerbate existing learning and behavior problems. The children of women who are exposed to lead before or during pregnancy can have increased risk of these adverse health effects. Adults can have increased risks of heart disease, high blood pressure, kidney or nervous system problems.^[6]

In October 2018, then Governor Wolf signed into law Act 120 of 2018, which became effective on December 23, 2018.⁷ Act 120 of 2018 amended Section 1311(b) of the Code in order to authorize water utilities to pursue comprehensive replacement of lead service lines that remain in service across Pennsylvania subject to Commission approval.⁸ Specifically, Act 120 of 2018 provides that replacing a customer-owned LSL does not make the utility the owner of the new service line on the customer's property.⁹ Act 120 of 2018 also directs the Commission to establish standards to ensure a warranty on the utility's replacement work and reimburse customers who

⁶ 40 C.F.R. § 141.85(a)(1)(ii).

⁷ Act of October 24, 2018, P.L. 738, No. 120 (Act 120 of 2018).

⁸ 66 Pa.C.S. § 1311(b).

⁹ 66 Pa.C.S. § 1311(b)(2)(i).

replaced lead service lines at their own cost.¹⁰ Additionally, Act 120 of 2018 establishes the accounting and ratemaking treatment of lead service line replacement costs by providing that the customer-owned portion of LSLs may be included in a regulated utility's rate base upon which it is authorized to earn a return.¹¹

As mandated by Act 120 of 2018, the Commission promulgated LSLR regulations that require certain water utilities to remove and replace all lead service lines, regardless of whether those lines are customer-owned or utility-owned, within 25 years¹² and to file a plan for lead service line removal no later than July 23, 2023.¹³ Said LSLR Plan must include: (1) a service line inventory that complies with EPA regulations at 40 CFR 141.1-143.20, and identifies all assumptions; (2) a planning and replacements section explaining, among other things, anticipated sources of financing, the projected number of replacements per year, prioritization criteria, processes and procedures upon acceptance and refusal of a LSLR by a customer or property owner, and the utility's disposal and recycling efforts; and (3) a communications, outreach, and education section that includes copies of all LSLR documentation and the creation of a website that meets certain regulatory requirements.¹⁴ In addition, an entity that has a Commission-approved LTIP shall include with its LSLR program petition a modified LTIP containing a LSLR Plan as a separate and distinct component of the entity's LTIP.¹⁵

A public utility's pro forma tariff containing proposed changes necessary to implement the entity's LSLR program must address: (1) an annual cap for the replacement of customer-owned LSLs; (2) service line demarcation; (3) partial LSLRs; (4) reimbursements; and (5) warranties.¹⁶

¹⁰ 66 Pa.C.S. § 1311(b)(2)(vii)(B).

¹¹ 66 Pa.C.S. § 1311(b)(2)(i)-(iii).

¹² 52 Pa. Code § 65.53(a).

¹³ 52 Pa. Code § 65.55(a).

¹⁴ 52 Pa. Code § 65.56.

¹⁵ 52 Pa. Code § 65.54(b).

¹⁶ 52 Pa. Code § 65.58.

Settlements Must Serve the Public Interest

The Joint Petitioners achieved a settlement of this proceeding. Commission policy promotes settlements.¹⁷ A settlement lessens the time and expense that the parties must expend litigating a case and, at the same time, conserves precious administrative resources. In order to accept a settlement, the Commission must determine that the proposed terms and conditions are in the public interest.¹⁸ In addition, the Commission has held that parties to settled cases are afforded flexibility in reaching amicable resolutions, so long as the settlement is in the public interest.¹⁹

PARTIES' POSITION ON SETTLEMENT

Aqua

Service Line Inventory

Aqua's updated LSLR Plan, attached as Exhibit A to the Settlement, includes a Service Line Inventory section, as required by the Commission's regulations.²⁰

Aqua explains that it has and is continuing to develop a Service Line Inventory that complies with the EPA's regulations at 40 CFR §§ 141-143.²¹ Aqua further explains that it has identified 92% of its Company-owned service line material

¹⁷ 52 Pa. Code § 5.231.

¹⁸ *Pa. Pub. Util. Comm'n v. Duquesne Light Co.*, Docket No. M-2023-3037937 (Opinion and Order entered Dec. 7, 2023), *Pa. Pub. Util. Comm'n v. CS Water & Sewer Assocs.*, Docket No. R-881147 (Opinion and Order entered Jul. 22, 1991).

¹⁹ *Pa. Pub. Util. Comm'n v. MXenergy Elec. Inc.*, Docket No. M-2012-2201861 (Opinion and Order entered Dec. 5, 2013).

²⁰ See 52 Pa. Code § 65.56(a).

²¹ Aqua Statement in Support, p. 4.

and 83% of its customer-owned service line material and states that it is committed to updating its Service Line Inventory as progress is made on completing the inventory and as new water systems are acquired.²²

Under the Settlement, the Company will also include in its Service Line Inventory zip code information which can be used to identify service lines that have been inventoried and those identified as LSL or GRR.²³

The Settlement also details that, in accordance with the EPA’s Lead and Copper Rule Improvements, Aqua will complete replacement of all LSL identified through its Service Line Inventory by December 31, 2037, or such other date as modified by the EPA or the Pennsylvania Department of Environmental Protection (PA DEP).²⁴

Planning and Replacements

Aqua’s updated LSLR Plan also includes a planning and replacements section, as required by the Commission’s regulations.²⁵

Aqua estimates that it will need to replace a total of 11,452 COLSL overall. Aqua proposes to replace up to 1,500 COLSL annually, which according to Aqua, will allow it to replace the COLSL within the time period established by the EPA and PA DEP. During the term of its LTIP, Aqua projects the following replacements:

2023	2024	2025	2026	2027
500	1,200	1,500	1,500	1,500

²² Settlement Exhibit A, p. 5.

²³ Settlement ¶ 38.

²⁴ Settlement ¶ 34.

²⁵ See 52 Pa. Code § 65.56(b).

The LSLR Plan projections for 2023-2027 are consistent with Aqua's annual cap proposed in its LTIP.²⁶

Aqua explains that the anticipated sources of financing for the replacements will include short term debt of the Company converted at a later time into long term debt and equity. The Company further explains that it is also exploring low-cost/no cost financing through the Pennsylvania Infrastructure Investment Authority (PENNVEST) and other sources as they become available.²⁷

The Company notes that it will prioritize LSLR for individual properties in the following manner: (1) emergency repairs revealing LSLs; (2) homes with elevated lead concentrations in tap samples; (3) schools and licensed day care facilities; (4) homeowners that request replacements; and (5) homeowners in systems that do not have widespread LSLs. For systems, Aqua will prioritize LSLR in the following manner: (1) systems with higher projected lead or GRR replacements; (2) systems where PENNVEST or other funding is available; and (3) systems with aging water mains that require replacement. Further, the Company explains that when it uncovers a COLSL while completing emergency repairs to its system, the Company will contact the customer/owner and prioritize replacement of the entire service line, both Company and customer side.²⁸

Related to the Company's prioritization schedule, under the Settlement, Aqua promises to use the PA DEP's PennEnviroScreen tool and Justice40 Initiative tools to identify environmental justice areas and high levels of children's lead risk for the targeting of inventory and replacement.²⁹

²⁶ Settlement Exhibit A, p. 6.

²⁷ Settlement Exhibit A, p. 6.

²⁸ Settlement Exhibit A, pp. 6-7.

²⁹ Settlement ¶ 40.

The LSLR Plan details the processes and procedures to obtain acceptance of a LSLR prior to project commencement when the customer is the property owner and when the customer is not the owner. Aqua explains that it or its third-party vendor will send pre-investigation letters and forms to new customers and customers in areas deemed high-risk for the purposes of assisting Aqua in identifying the material type of the customer's service lines. If Aqua is able to make contact with the resident and identify the presence of a COLSL, then Aqua personnel will ask whether the resident is the owner or renter of the building. If the customer is the owner and agrees to participate in the replacement, then the Company will provide the information and materials in Section II.B.6 of the LSLR Plan. If the customer is the owner and refuses to participate in the replacement, then the Company will follow the provisions of Section II.B.10 of the LSLR Plan. If the customer is not the property owner, the Company will obtain the owner's contact information from the customer and attempt to reach the owner.³⁰

The Settlement explains that, in instances where the resident of a property is not the owner of the property, and the property owner is unresponsive to the Company's attempts to replace the COLSL, the Company will use "Step-In Rights" to avoid the termination of service to the property and replace the COLSL. The Settlement contains the new tariff language defining "Step-In Rights" and details situations under which "Step-In Rights" are to be used by the Company.³¹ The Settlement further requires the Company to provide in the Company's AAOP a list of any terminations performed at the discretion of the Company in compliance with the new tariff language concerning "Step-In Rights."³²

Aqua's LSLR Plan next contains the processes and procedures it will follow based on the acceptance of a LSLR, explaining initially that it will provide

³⁰ Settlement Exhibit A, pp. 7-8.

³¹ Settlement ¶ 41.

³² Settlement ¶ 42.

pertinent information to the customer including: (1) the Customer Lead/Galvanized Service Line Replacement Agreement;³³ (2) the Lead Fact Sheet providing educational information about lead in drinking water;³⁴ (3) the Information Sheet explaining Aqua's Lead Service Line Replacement Program;³⁵ (4) the post-COLSL replacement flushing instructions;³⁶ and (5) a pitcher filter with six months of replacement cartridges.³⁷ Following replacement, Aqua personnel will visit the customer's property within five business days after the COLSL replacement to reinstall or exchange the meter and remind the customer to follow the post-replacement instructions. In closing out the project, the Company will provide a letter to the customer 3-6 months post-replacement, confirming that the newly installed customer service line has been transferred back to the customer/property owner, confirming the warranty for the completed work, and offering post-replacement 5th liter lead sampling and testing.³⁸

Concerning the Company's lead and material recycling and disposal efforts, the Company explains that in most replacements of COLSLs, the LSL is abandoned in place and a new service line is installed. Aqua's third party vendors who complete the replacements will dispose of any lead material removed at recycling centers. Any lead material removed during a Company side LSL replacement will be brought back to the division office and put in recycling containers to be taken to the recycling center. The scrap metal that is recycled is booked into a removal and salvage account and amortized over 5 years.³⁹

Aqua's LSLR Plan also contains Aqua's commitment to adhere to industry accepted practices in the replacement of service lines. The Company promises to adhere

³³ Settlement Exhibit F.
³⁴ Settlement Exhibit H.
³⁵ Settlement Exhibit I.
³⁶ Settlement Exhibit J.
³⁷ Settlement Exhibit K.
³⁸ Settlement Exhibit A, pp. 9-10.
³⁹ Settlement Exhibit A, p. 10.

to the provisions of its tariff regarding replacement of company-side service lines. In addition, the Company will require Company personnel and its contractors to comply with any applicable plumbing codes related to customer-side service line replacement. The Company states that it will follow Commission regulations regarding LSLRs, including prevention of partial service line replacements and termination of service provisions, as needed to prevent partial LSLRs.⁴⁰

The Company's LSLR Plan details how its acquisition of water systems will be integrated into its LSLR efforts. Where the Company acquires a water system prior to the deadline for water systems to complete their Service Line Inventories, the Company will take over the water system's efforts, if any, to identify and incorporate the service line materials of the system into Aqua's overall Service Line Inventory. For water systems acquired after the deadline for complete Service Line Inventories, the Company will incorporate the system's completed inventory into the Company's Service Line Inventory.⁴¹

The last part of the planning and replacements section of Aqua's LSLR Plan explains the procedure regarding refusal of the offer to replace a COLSL. During an LSLR project connected to a main replacement or where the Company service line needs to be replaced, and the Company has either made contact with the resident/property owner and the owner refuses, or where the resident/property owner is non-responsive to the Company, Aqua will initiate termination procedures. When the Company provides the 10-day shut off notice to the customer, the Company will also provide the Customer Refusal Letter,⁴² the Lead Fact Sheet describing the health hazards of LSLs,⁴³ and the Lead Service Line Program Information Sheet that explains the requirements for

⁴⁰ Settlement Exhibit A, p. 10.

⁴¹ Settlement Exhibit A, p. 10.

⁴² Settlement Exhibit O1.

⁴³ Settlement Exhibit H.

reimbursement and the potential for termination of service.⁴⁴ In certain circumstances, as noted above, the Company may use Step-In Rights to perform a replacement where it will avoid termination of service to an occupant that is not the customer or property owner. The Company also explains that its representatives will include notes within its customer information system documenting the refusal or non-response and complete any termination procedures as needed if the customer/property owner continues to refuse to replace the COLSL or does not respond.⁴⁵

Communications, outreach and education

Lastly, Aqua's LSLR plan includes a communications, outreach and education section, as required by the Commission's regulations.⁴⁶

Aqua contends that its LSLR Plan's communications, outreach and education section complies with the EPA's regulations at 40 CFR 141.85 (relating to public education and supplemental monitoring and mitigation requirements). The full list of all printed and broadcast materials the Company plans on distributing to further its COLSL replacement efforts is included in the LSLR Plan, and copies of the materials are attached as Exhibits (Exhibit A through Exhibit W) to the LSLR Plan. Aqua notes that these materials may change, be updated from time to time, or new materials added as the LSLR Plan evolves.⁴⁷

In the Settlement, Aqua agreed to make written communications to customers - Exhibits A through Q of the LSLR Plan – available in English with a notation in Spanish as to how to request the documents in Spanish and an additional notation as to how to request the documents in the other top two non-English languages spoken in the

⁴⁴ Settlement Exhibit I.

⁴⁵ Settlement Exhibit A, pp. 11-12.

⁴⁶ See 52 Pa. Code § 65.56(c).

⁴⁷ Settlement Exhibit A, pp. 12-13.

service territory. In addition, Aqua will create a notification letter to the consumer for Exhibit K – Pitcher Filter – with notations to request instructions for use of pitcher filter in Spanish and the other top two non-English languages spoken in the service territory.⁴⁸ The Settlement further notes that Aqua will share with the OCA, CAUSE-PA, and OSBA the communications, outreach, and education materials developed by the Company after such materials are finalized or updated.⁴⁹

The LSLR Plan also includes information regarding the portion of the Company’s website housing information related to its LSLR Plan. Aqua’s website provides information on sources of lead, the health effects of lead, the Company’s compliance with lead requirements, how customers can protect against lead exposure, and a help line for customers requiring assistance in determining their service line material.⁵⁰ The website also includes information on Aqua’s LSLR Program including the status of current efforts to replace LSLs, flushing instructions post-replacement, a video showing how to take a sample with the sample bottles provided by Aqua, and reimbursement requirements. Aqua explains that it has developed an online tool to show service line material that is available on Aqua’s publicly facing website.⁵¹ The Company also explains that it is currently developing an online tool to show the replacement schedule by geographical location, six months into the future, and allow customers to determine if they are within the required radius of a project and within the required time of the commencement of a project, thereby allowing customers to determine their eligibility for reimbursement for replacements undertaken by the customer.⁵²

⁴⁸ Settlement ¶ 36.

⁴⁹ Settlement ¶ 35.

⁵⁰ See www.aquawater.com/lead.

⁵¹ See www.aquawater.com/leadmap.

⁵² Settlement Exhibit A, pp. 13, 14.

Reporting

The Settlement contains provisions regarding the reporting of the Company's LSLR efforts.

Following the completion of LSL projects in a project area set forth in the Plan, in the event the Company finds lead in a company or customer owned service line in said completed project area, the Company will provide a report detailing the location, number of affected pipes, and the replacement date to the Commission, CAUSE-PA, OCA, and OSBA in the Company's AAOP.⁵³ Additionally, Aqua commits to reporting in its AAOP, by zip code, the number of COLSLs replaced in the preceding year.⁵⁴

Tariff Supplement

Aqua attached a pro forma tariff supplement as Exhibit B to the Settlement, as required by the Commission's regulations.⁵⁵

Aqua's pro forma tariff supplement indicates that the Company will replace up to 1,500 COLSLs per year under the Company's LSLR Plan. Aqua's pro forma tariff supplement specifies that the Customer's service line extends from the customer's property to the curb stop or curb line or such point as designated by the Company. The pro forma tariff supplement states that no customer or property owner may install a partial LSL and that a partial LSL will result in termination of service until such time as the Company can replace the COLSL. In addition, the supplement requires that a customer, or property owner where the customer is not the property owner, who elects to replace the COLSL, must replace the COLSL concurrent with the Company replacing the

⁵³ Settlement ¶ 37.

⁵⁴ Settlement ¶ 39.

⁵⁵ See 52 Pa. Code § 65.58.

Company-owned LSL, provided that the customer or property owner shall provide the Company at least 90 days' notice prior to replacing the COLSL. Aqua's pro forma tariff supplement provides for the reimbursement of eligible customers or property owners, if the customer is not the property owner, who replaced their LSL within 1 year before or after the commencement of a LSLR Project. As discussed previously, the tariff supplement contains the Settlement's definition of Step-In Rights.⁵⁶ Finally, the tariff supplement provides a two-year warranty to the customer or property owner, if the customer is not the property owner, on the workmanship and materials of the LSLR and the restoration of surfaces. The two-year warranty begins upon the re-establishment of water service to the property after the LSLR has occurred.⁵⁷

Conclusion

In conclusion, Aqua submits that, if approved, the Settlement will provide benefits to the customers and communities served by Aqua through the implementation of the Company's detailed LSLR Plan and the incorporation of additional measures designed to enhance customer protections while ensuring LSLs are replaced in a timely and efficient manner. The Settlement, Aqua submits, was reached through productive settlement discussions among the Parties that considered a broad range of customer interests. Aqua further submits that the commitments within the Settlement further the LSL efforts of the Company, meet the requirements of the Public Utility Code and the Commission's regulations, and benefit the health and safety of the public. Thus, Aqua states that the Settlement should be considered just and reasonable and in the public interest, and that it should be approved without modification.⁵⁸

⁵⁶ Settlement ¶ 41.

⁵⁷ Settlement Exhibit B.

⁵⁸ Aqua Statement in Support, p. 16.

Office of Consumer Advocate

In its prehearing memorandum, OCA noted that it was investigating the following issues in regards to Aqua's LSLR Plan: (1) service line inventory; (2) prioritizing lead service line replacements; (3) emergency repairs and replacements; (4) process and procedures to obtain acceptance of a lead service line replacement; (5) publicly accessible website; (6) Aqua's proposed monetary annual cap to limit lead service line replacements; (7) reimbursement to customers; and (8) customer outreach.⁵⁹

OCA notes that Aqua initially planned to provide all written materials regarding LSLR solely in English. Ensuring that Aqua's customers can understand Aqua's written communication material on LSLR, an important public health issue, was a serious concern to OCA in negotiating this Settlement. Thus, OCA contends that the provisions in the Settlement which will make Aqua's written communications to its customers available in Spanish and other languages⁶⁰ enhance the Company's communication efforts regarding this important public health issue.⁶¹

Regarding the agreements in the Settlement for Aqua to provide additional data regarding the LSLR Plan in their AAOP and Service Line Inventory,⁶² OCA states that providing data regarding LSLRs to the Commission, the statutory advocates, and CAUSE-PA enhances transparency and accountability and helps ensure that service terminations are conducted in compliance with Aqua's tariff language. OCA further states that data organized by zip code can identify patterns and assess the effectiveness of LSLR efforts. Enhanced transparency and accountability for vital water service terminations, OCA submits, is in the public interest.⁶³

⁵⁹ OCA Statement in Support, p. 3.

⁶⁰ Settlement ¶ 36.

⁶¹ OCA Statement in Support, pp. 4, 5.

⁶² Settlement ¶¶ 37, 38, 39.

⁶³ OCA Statement in Support, pp. 5, 6.

Concerning the provisions of the Settlement that require Aqua to utilize tools (e.g., the PA DEP’s PennEnviroScreen tool or Justice40 Initiative) to assist Aqua in identifying environmental justice areas and high levels of children’s lead risk for targeting of inventory and replacement,⁶⁴ these tools OCA claims will help Aqua prioritize LSLRs within vulnerable populations. Focusing on areas with high children’s lead risk, OCA states, can significantly reduce lead-related health issues for developing children. Thus, OCA submits that this provision is in the public interest.⁶⁵

Also, OCA addresses the provisions of the Settlement relating to Step-In Rights,⁶⁶ stating that including Step-In Rights in Aqua’s tariff for COLSL replacements benefits Aqua, its customers, and residents affected by COLSL replacements. OCA further states that Step-In Rights helps prevent the termination of vital water service, which can be harmful for customers. OCA points out that with the tariff language in the Settlement, if a property owner is nonresponsive, the COLSL replacement can still be performed without termination of water service. Moreover, OCA states that the specific Step-In Rights provisions related medical certification and Protection From Abuse orders helps ensure that vulnerable customers receive continued water service. At the same time, OCA also points out that the Step-In Rights in the Settlement provide Aqua the necessary discretion it needs to decide to not step-in and to not perform a replacement where doing the replacement would, in the Company’s reasonable judgement, place its workers or utility facilities at a safety risk.⁶⁷

Further, OCA claims that the Settlement specifies clear and limited restoration work responsibilities for both Aqua and property owners and provides clear limitation of liability for Aqua relating to the replacement and restoration work. OCA

⁶⁴ Settlement ¶ 40.

⁶⁵ OCA Statement in Support, p. 6.

⁶⁶ Settlement ¶¶ 41, 42.

⁶⁷ OCA Statement in Support, pp. 8-9.

claims that it serves the public interest to limit Aqua’s liability when exercising Step-In Rights so that Aqua can be motivated to complete necessary replacements without exposing the Company to unreasonable litigation risk. Given the public health concerns related to lead, OCA submits that the Settlement’s Step-In Rights permit Aqua to take proactive measures to replace COLSLs. Thus, OCA submits that the Step-In Rights contained in the Settlement serve the public interest, and serve and protect the interests of consumers and the utility alike, and thus should be adopted by the Commission.⁶⁸

In conclusion, OCA states that the adoption of the Settlement results in an LSLR Plan with enhanced communications, greater transparency, and a clearer delineation of responsibilities compared to what was originally proposed by the Company. OCA finds the Settlement to be in the public interest and in the interest of Aqua’s customers and submits that the terms and conditions of the Settlement should be approved by the Commission.⁶⁹

Office of Small Business Advocate

OSBA notes that its primary focus in this proceeding has been to make certain that LSLRs proceed at a prudent pace, so as to limit the rate impact of LSLRs on Aqua’s ratepayers, including small business customers. OSBA submits that the replacement schedule proposed in the Settlement, that is, for Aqua to complete replacement of all lead service lines identified through its Service Line Inventory by December 31, 2037, or such other date as modified by the EPA or PA DEP,⁷⁰ is just and reasonable and will only have a de minimis rate impact on Aqua’s small business customers.⁷¹

⁶⁸ OCA Statement in Support, p. 9.

⁶⁹ OCA Statement in Support, p. 10.

⁷⁰ Settlement ¶ 34.

⁷¹ OSBA Statement in Support, pp. 3-4.

In conclusion, OSBA states that it supports the Settlement and requests that the ALJs and the Commission approve it in its entirety.⁷²

CAUSE-PA

CAUSE-PA notes that it intervened in this proceeding in part because it shared OCA's concerns about ensuring that non-English speaking households are adequately informed about the dangers of lead exposure and the details of Aqua's LSLR Plan in an understandable manner. Thus, CAUSE-PA submits that the provisions in the Settlement which will make Aqua's written communications to its customers available in Spanish and other languages⁷³ will help ensure that vulnerable customers with limited English proficiency are adequately informed of the dangers of lead exposure and are able to understand the necessary steps to obtaining lead service line replacements through Aqua's LSLR program. Thus, CAUSE-PA submits that these terms are just, reasonable, and in the public interest and should be approved by the Commission.⁷⁴

CAUSE-PA explains that it also intervened in this proceeding to ensure that Aqua's proposed LSLR Plan is appropriately designed and implemented in a manner which protects vulnerable consumers in Aqua's service territory from the dangers of lead exposure in their homes. CAUSE-PA points out that the Settlement provides that Aqua will utilize tools available (e.g., the Pa. DEP's PennEnviroScreen tool) to identify environmental justice areas and areas with high levels of children's lead risk for targeting of inventory and replacement.⁷⁵ CAUSE-PA contends that this Settlement provision will help ensure that Aqua's LSLR Plan conducts its replacements in a just and equitable manner by targeting areas with populations at the highest risk of lead exposure and those

⁷² OSBA Statement in Support, p. 4.

⁷³ Settlement ¶ 36.

⁷⁴ CAUSE-PA Statement in Support, pp. 2-3.

⁷⁵ Settlement ¶ 40.

with the least means to afford remediation on their own. Thus, this term is just, reasonable, and in the public interest and should be approved by the Commission.

CAUSE-PA further explains that it intervened in this proceeding to ensure that tenants were not unduly placed at risk of termination of water service due to their landlord's failure to participate in Aqua's LSLR Plan.⁷⁶ The Step-In Rights provisions of the Settlement,⁷⁷ CAUSE-PA submits, protect vulnerable tenants from the dangers of partial LSLRs and from the severe consequences of an involuntary water termination caused by the negligence or inaction of a nonresponsive landlord. CAUSE-PA contends that these Settlement terms are just, reasonable, and in the public interest and should be approved by the Commission.⁷⁸

Additionally, CAUSE-PA supports the terms of the Settlement that commit Aqua to providing additional data regarding the LSLR Plan in their AAOP and Service Line Inventory.⁷⁹ CAUSE-PA contends that these terms regarding improved reporting are just, reasonable, and in the public interest and should be approved by the Commission because they improve the ability of the parties to track and evaluate the progress of Aqua's LSLR Plan and help ensure that LSLRs in Aqua's service territory are conducted in a just and equitable manner.⁸⁰

In conclusion, CAUSE-PA asserts that the proposed Settlement is in the public interest, represents a balanced compromise of the issues raised by the Parties, and amicably resolves a substantial number of issues raised in this proceeding, thereby

⁷⁶ CAUSE-PA Statement in Support, p. 1.

⁷⁷ Settlement ¶ 41.

⁷⁸ CAUSE-PA Statement in Support, p. 6.

⁷⁹ Settlement ¶¶ 37, 38, 39.

⁸⁰ CAUSE-PA Statement in Support, pp. 3-4.

avoiding additional costly litigation on these issues. Thus, CAUSE-PA submits that the Settlement is in the public interest and should be approved by the Commission.⁸¹

DISCUSSION

The Parties to this proceeding achieved resolution of this matter through settlement. As explained above, to approve a settlement, the Commission's focus must be to determine that the proposed terms and conditions are in the public interest. After an exhaustive review of the record, including the Settlement and the Parties' supporting statements, we find that the Settlement is in the public interest. Consequently, we recommend that it be approved by the Commission.

As an initial matter, the fact that the Settlement resolves all issues raised by the Parties is, in and of itself, evidence that the Settlement is reasonable and in the public interest, particularly given the diverse interests of the Joint Petitioners. The Joint Petitioners include the Company, the statutory advocates representing the interests of small business utility consumers and residential utility consumers, as well as an association that advocates for affordable utility services on behalf of low-income individuals. We recognize that all of these Parties agree that the Settlement is in the public interest and should be approved by the Commission.

The danger of lead exposure in water to human health has already been recognized above in this Decision. In its updated LSLR Plan, pursuant to the Settlement, Aqua commits to replacing lead service lines, whether owned by the customer or the Company, in an efficient and effective manner. Doing so will have clear public health benefits to all those impacted.

⁸¹ CAUSE-PA Statement in Support, p. 7.

In its LSLR Plan, Aqua has committed to complete replacement of all LSL identified through its Service Line Inventory by December 31, 2037, or such other date as modified by the EPA or the PA DEP. Recently the EPA issued a final rule requiring that water systems identify and replace LSL's within ten years.⁸² The final rule became effective December 30, 2024.⁸³ Thus, the replacement timeline in Aqua's LSLR Plan is consistent with the EPA's Lead and Copper Rule Improvements as it is committed to replacing LSLs on an accelerated 10-year basis as modified by the EPA, which is in the best interests of the public due to the health risks caused by lead that have previously been mentioned.

As cited above, an entity's LSLR Plan must include a service line inventory, planning and replacements, and communications, outreach, and education section.⁸⁴ Aqua's proposed LSLR Plan includes these required sections. More specifically, the service line inventory section of Aqua's LSLR Plan provides that Aqua will continue to update its Service Line Inventory as progress is made on completing the inventory and as more water systems are acquired by Aqua. The LSLR Plan's planning and replacements section details the actions that Aqua will undertake to replace the LSL in its territory, including the methods by which Aqua will make contact with the property owners in its service territories to gain approval for LSLR. This section details how Aqua will replace LSLs in scenarios when the property owner is unresponsive to Aqua's attempts to contact them and when the property owner refuses replacement. Lastly, the communications, outreach, and education section of the LSLR Plan details the efforts that Aqua will undertake in providing its customers with information concerning the dangers of lead and the efforts that Aqua is undertaking to replace LSLs through its LSLR Plan. As agreed upon in the Settlement, the information that Aqua will provide concerning lead and its LSLR Plan to its customers will be available in English and Spanish and the top

⁸² See National Primary Drinking Water Regulations for Lead and Copper Rule Improvements, 89 Fed. Reg. 86418 (Published Oct. 30, 2024).

⁸³ *Id.*

⁸⁴ 52 Pa. Code § 65.56.

two non-English languages spoken in the service territory. In sum, we find that Aqua's LSLR Plan contains the requisite information sought in the Commission's regulations.

Further, the Settlement includes Aqua's pro forma tariff that proposes changes necessary to implement its LSLR Plan and includes provisions addressing an annual cap for the replacement of customer-owned lead service lines, service line demarcation, partial lead service line replacements, reimbursements, and warranties. We find that it contains the information required in the Commission's regulations.⁸⁵

The Commission's regulations require that an entity that has a Commission-approved LTIP include with its LSLR program petition a modified LTIP containing a LSLR Plan as a separate and distinct component of the entity's LTIP.⁸⁶ Aqua did not include a modified LTIP with its LSLR Plan in this proceeding. When Aqua filed its LTIP Petition it included its LSLR Plan as an attachment. After concern was expressed by TUS in the LTIP Petition proceeding that the LSLR Plan should be filed at a separate docket, Aqua filed its LSLR Petition at the docket herein – No. P-2023-3044459. By Order entered June 13, 2024, the Commission approved Aqua's LTIP Petition and stated that it would address Aqua's LSLR Petition at its respective docket.⁸⁷ The Commission's approval of Aqua's LTIP did not constitute approval of Aqua's LSLR Plan, which has been revised and modified as the result of the Settlement achieved in this proceeding. The Ordering paragraphs will direct Aqua to file a modified LTIP in compliance with the Commission's regulations.

The Settlement contains provisions concerning the reporting of the discovery of LSL and the number of COLSLs replaced in the preceding year to the Commission and the Parties to this proceeding. We agree with the Parties that these

⁸⁵ 52 Pa. Code § 65.58.

⁸⁶ 52 Pa. Code § 65.54(b).

⁸⁷ *LTIP Order* at 28.

provisions, which allow the Commission and the Parties to this proceeding to track and evaluate the progress of Aqua's LSLR Plan, are clearly in the public interest.

Finally, we also recommend that the Commission approve the Settlement because of the general benefits resulting from the Parties reaching a settlement, including eliminating the time, effort, and expense of litigating this matter to its ultimate conclusion, which may entail review of the Commission's decision by the appellate courts of Pennsylvania. As this Commission has recognized, such savings benefit not only the Parties but also the Commission and all Aqua ratepayers who otherwise may have to bear the financial burden that such litigation would entail.

In conclusion, we find that the Settlement is in the public interest and is consistent with the requirements set forth in 66 Pa.C.S. § 1311(b) and 52 Pa. Code § 65.54(a).

Accordingly, we recommend that the Commission approve the Settlement without modification.

CONCLUSIONS OF LAW

1. The Pennsylvania Public Utility Commission has jurisdiction over the subject matter of, and the parties to, this proceeding. 66 Pa.C.S. § 1311(b)(2); 52 Pa. Code § 65.54.

2. Aqua Pennsylvania, Inc. has the burden of proof in this proceeding. 66 Pa.C.S. § 332(a).

3. Pursuant to 52 Pa. Code § 65.55(b), a lead service line replacement program must include:

a. A lead service line replacement plan as described in 52 Pa. Code § 65.56 (relating to lead service line replacement plan requirements);

b. A pro forma tariff or tariff supplement containing the proposed changes necessary to implement the entity's lead service line replacement program as described in 52 Pa. Code § 65.58 (relating to proforma tariff or tariff supplement requirements); and

c. Information required by the Commission for filings under 66 Pa.C.S. § 1308 (relating to voluntary changes in rates), including statements required by § 53.52(a) (relating to applicability; public utilities other than canal, turnpike, tunnel, bridge and wharf companies).

4. An entity that has a Commission-approved LTIP shall include with its LSLR program petition a modified LTIP containing a LSLR Plan as a separate and distinct component of the entity's LTIP. 52 Pa. Code § 65.54(b).

5. A lead service line replacement plan must include a service line inventory, a planning and replacements section, and a communications, outreach and education section. 52 Pa. Code § 65.56 (relating to lead service line replacement plan requirements).

6. Pursuant to 52 Pa. Code § 65.58 (relating to pro forma tariff or tariff supplement requirements), a pro forma tariff or tariff supplement must contain proposed changes necessary to implement the entity's lead service line replacement program, including, at a minimum:

- a. A lead service line program annual cap;
- b. A service line demarcation;
- c. Provisions concerning partial lead service lines;
- d. Provisions concerning reimbursements; and

e. Provisions concerning a warranty.

7. After initial Commission-approval of an entity's lead service line replacement plan, the entity shall update the plan for Commission review at least once every five years. 52 Pa. Code § 65.57.

8. An entity with an approved lead service line replacement program is to file with the Commission a lead service line replacement program report by March 1 of each year. 52 Pa. Code § 65.59.

9. It is the policy of the Commission to encourage settlements. 52 Pa. Code § 5.231(a).

10. A settlement, whether whole or partial, benefits not only the named parties directly, but, indirectly, all customers of the public utility involved in the case. *Pa. Pub. Util. Comm'n v. Columbia Gas of Pa., Inc.*, Docket No. R-2015-2468056 (Opinion and Order entered Dec. 3, 2015).

11. In order to approve a settlement, the Commission must determine that the proposed terms and conditions are in the public interest. *Pa. Pub. Util. Comm'n v. York Water Co.*, Docket No. R-00049165 (Order entered Oct. 4, 2004); *Pa. Pub. Util. Comm'n v. CS Water & Sewer Assocs.*, 74 Pa.P.U.C. 767 (1991).

12. All the applicable requirements of 66 Pa.C.S. § 1311(b)(2) have been met.

13. Aqua will be directed to file a modified LTIP, to meet the requirements of 52 Pa. Code § 65.54.

14. The Joint Petition for Settlement is in the public interest.

ORDER

THEREFORE,

IT IS RECOMMENDED:

1. That the Joint Petition for Settlement executed by Aqua Pennsylvania, Inc., the Pennsylvania Office of Consumer Advocate, the Pennsylvania Office of Small Business Advocate, and the Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania, filed on December 20, 2024, at Docket No. P-2023-3044459 including all terms and conditions stated therein, be approved in its entirety without modification.

2. That Aqua Pennsylvania, Inc.'s Lead Service Line Replacement Plan, as modified by the Settlement, be approved.

3. That the Parties shall comply with the terms of the Joint Petition for Settlement submitted in this proceeding as though each term therein were the subject of an individual ordering paragraph.

4. That, within thirty days of the entry date of the Commission's Final Order in this matter, Aqua Pennsylvania, Inc. shall file an amended Long-Term Infrastructure Improvement Plan, Lead Service Line Replacement Plan, and tariff supplement at Docket No. P-2023-3044459, that incorporates any modifications thereto consistent with these proceedings and findings herein with the Secretary's Bureau, and serve a copy upon the Bureau of Technical Utility Services and all active Parties in this proceeding.

5. That the Bureau of Technical Utility Services shall complete its review of the amended Lead Service Line Replacement Plan, modified Long-Term Infrastructure Improvement Plan, and tariff supplement subject to the schedule in place at the time the proceeding was assigned to the Office of Administrative Law Judge for hearings in this matter and submit an order for Commission consideration.

6. That, the proceeding at Docket No. P-2023-3041855 shall remain open pending completion of the Bureau of Technical Utility Services review as ordered in Ordering Paragraph No. 5 above.

Date: March 13, 2025

/s/
Gail M. Chiodo
Administrative Law Judge

/s/
Alphonso Arnold III
Administrative Law Judge