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April 21, 2025

Via Electronic Filing

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

Re: Petition of The Pittsburgh Water and Sewer Authority for Approval of its Lead Service Line Replacement Program; Docket No. P-2024-3046468

**Petition of The Pittsburgh Water and Sewer Authority for Waiver of Certain Regulations Regarding its Lead Service Line Replacement Program;
Docket No. P-2024-3046465**

Dear Secretary Homsher:

Enclosed please find a Joint Petition for Settlement for electronic filing in the above-referenced matters. Copies to be served in accordance with the attached Certificate of Service.

Sincerely,

Sarah C. Stoner

Sarah C. Stoner
Enclosure

cc: Hon. Steven K. Haas (sthaas@pa.gov)
Hon. Alphonso Arnold III (alphonarno@pa.gov)
Cert. of Service (w/enc.)

CERTIFICATE OF SERVICE

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

Via Email Only

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Sarah C. Stoner

Sarah C. Stoner, Esq.

Dated: April 21, 2025

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of The Pittsburgh Water and Sewer Authority for Approval of its Lead Service Line Replacement Program	:		
	:	Docket No.	P-2024-3046468
	:		
	:		
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	:	Docket No.	P-2024-3046465
	:		
	:		

JOINT PETITION FOR SETTLEMENT

Date: April 21, 2025

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I. INTRODUCTION

The Pittsburgh Water and Sewer Authority d/b/a Pittsburgh Water (“Pittsburgh Water”), the Office of Consumer Advocate (“OCA”), and Pittsburgh United Our Water Table (“Our Water Table”) (collectively, the “Joint Petitioners” or the “Parties”), by their respective counsel, submit and join in this Joint Petition for Settlement (“Settlement” or “Joint Petition”) between and among all active parties in the above captioned proceedings. The Joint Petitioners request that Administrative Law Judges Steven K. Haas and Alphonso Arnold III (“ALJs”) and the Pennsylvania Public Utility Commission (“Commission” or “PUC”): (1) approve the Settlement without modification; and (2) find that the terms of the Settlement are in accordance with the law and are in the public interest.

In support of this Settlement, the Joint Petitioners state as follows:

II. BACKGROUND

1. On February 15, 2024, Pittsburgh Water filed its Petition for Approval of its Lead Service Line Replacement Program (“LSLR Petition”), in accordance with Section 1311(b) of the Public Utility Code, 66 Pa. C.S. § 1311(b), Chapter 65 of the Commission’s regulations, 52 Pa. Code §§ 65.51 *et seq.*, and the Commission’s March 14, 2022 Final Rulemaking Order Implementing Act 120 of 2018 at Docket No. L-2020-3019521. As discussed in the LSLR Petition, Pittsburgh Water’s existing program to replace lead service lines has been reviewed and approved by the Commission in a number of prior proceedings as part of its existing Lead Infrastructure Plan. The LSLR Petition sought approval of an LSLR Plan (that would replace its existing Lead Infrastructure Plan) in order to comply with Chapter 65 of the Commission’s regulations, and also to reflect the requirements of the U.S. Environmental Protection Agency’s

(“EPA”) Lead and Copper Rule Revisions (“LCRR”)¹ with which Pittsburgh Water was required to comply by October 16, 2024.

2. Also on February 15, 2024, Pittsburgh Water filed a Petition for Waiver of Certain Regulations Regarding its Lead Service Line Replacement Program (“Petition for Waiver”). Through the Petition for Waiver, Pittsburgh Water sought waiver of certain regulation in order to permit it to continue its existing reimbursement program that determines the amount of reimbursement based on income.

3. On March 6, 2024, OCA filed an Answer to Pittsburgh Water’s LSLR Petition, as well as an Answer to the Petition for Waiver.

4. Also on March 6, 2024, Our Water Table filed a Petition to Intervene and Answer to Pittsburgh Water’s LSLR Petition and Petition for Waiver.

5. On April 30, 2024, the ALJs issued an Interim Order Holding Proceedings in Abeyance. This Interim Order consolidated the proceedings related to the LSLR Petition and Petition for Waiver and directed the Parties to file a Joint Status Report by September 20, 2024, informing the ALJs of the status of settlement discussions between the Parties.

6. The Parties held settlement discussions and submitted six (6) Joint Status Reports to the ALJs on: September 20, 2024; October 21, 2024; November 20, 2024; December 20, 2024; January 21, 2025; and February 20, 2025.

7. The parties now submit this Joint Petition pursuant to the Sixth Interim Order issued on February 20, 2025.

8. Proposed Conclusions of Law and Ordering Paragraphs are attached hereto as Appendix A.

¹ 40 C.F.R. § 141.80 *et seq.*

9. Pittsburgh Water’s pro forma tariff supplement and revised LTIIP pages are attached as Appendices B and C, respectively.

10. Section III below sets forth the agreed-to-proposals of the Joint Petitioners that they respectfully request the Commission approve. Appendices D, E and F include individual Statements in Support of the Settlement from each Joint Petitioner explaining why they support the Settlement (or specific terms of the Settlement).

III. SETTLEMENT TERMS

11. The Joint Petitioners support approving Pittsburgh Water’s LSLR Plan as modified by the terms and conditions that follow.

12. The Settlement is conditioned upon the Commission: (1) approving Pittsburgh Water’s LSLR Plan filed in this proceeding, except as modified consistent with the Settlement terms; (2) granting Pittsburgh Water’s Petition for Waiver of Certain Regulations Regarding its Lead Service Line Replacement Program; and (3) approving Pittsburgh Water’s proposed revisions to its Tariff included with its Petition for Approval of LSLR Program, except as modified by the Settlement terms.

A. Service Line Inventory

13. Where needed to meet the Pennsylvania Department of Environmental Protection (“PA DEP”) Inventory requirements, Pittsburgh Water will evaluate the feasibility for in-person visits to document interior service line materials for customers who did not return the lead service line inventory survey or where the data submitted was unclear.

14. After the Lead Service Line (“LSL”) Inventory was submitted to PA DEP in October 2024, Pittsburgh Water began annual notifications to customers by mail to all locations

with lead or unknown service lines, and will continue to do so unless directed otherwise by regulatory rule or order.

B. Prioritization

15. Pittsburgh Water will continue using outreach methods for LSLR agreements including mail, phone call and in-person outreach. During construction, Pittsburgh Water will continue using door hangers and in-person communication as referenced in its LSLR Plan.

16. Pittsburgh Water will continue its process of bringing neighborhoods it has selected for LSL replacements to the Community Lead Response Advisory Committee (“CLRAC”) for review and input before finalizing plans.

C. Reimbursement Program

17. Pittsburgh Water will continue its existing reimbursement program.

18. Pittsburgh Water will continue providing outreach materials regarding its reimbursement program via its website, community events, and by the Pittsburgh Water Cares Team.

D. Customer Outreach

19. Pittsburgh Water will continue to include information in its Lead Communication documents to advise, in the appropriate languages, that individuals may contact Pittsburgh Water to obtain a translated copy of the Lead Communication documents in Spanish, Ukrainian, Russian, Swahili, Arabic, Dari and Pashto. Pittsburgh Water will also continue to make a translation service available to customers on request.

20. Pittsburgh Water will continue to translate its website, including all lead information, into 10 different languages, including English, Chinese (simplified), Spanish, Korean, Portuguese, Russian, French, German, Hebrew, and Japanese.

E. Post-Replacement Testing Procedures

21. Before or at the time of a LSLR, Pittsburgh Water will leave a pitcher/filter kit. Pittsburgh Water will provide a 1st Liter (first-draw) and 5th Liter sample kit to LSLR locations three to six months after a LSLR.

22. Pittsburgh Water will update its communications materials regarding the use of water filters to state that all customers should use an NSF-certified lead-reducing water filter for at least six months after a LSLR, regardless of the tap sampling results.

F. Step-In Rights

23. Pittsburgh Water agrees to make the following changes to the existing tariff language of Part VI, Section 3, subsection (h):

h. Non-Owner Occupied Properties

The Authority may utilize Step In Rights to replace a Customer Lead Service Line when:

- i. PWSA has offered pursuant to this Tariff to replace at no direct cost to the property owner a Customer Lead Service Line;
- ii. The property is occupied, but not occupied by the legal owner of the property (i.e., the customer is not the property owner); and
- iii. The Authority has made attempts to obtain authorization for the Customer Lead Service Line replacement pursuant to this Tariff and the LSLR 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 not responded to the offer to replace the Customer Lead Service Line.

The Authority may use Step In Rights to replace a Customer Lead Service Line 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 Authority by fax, email or mail (providing the contact information).

The Authority may use Step In Rights to replace a Customer Lead Service Line when the customer provides a Protection From Abuse (PFA) order or other court order with clear evidence of domestic violence.

In the instances described above, 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.

The Authority may decline to use Step In Rights and replace the Customer Lead Service Line where in the Authority's reasonable judgement, replacement would place its workers or utility property at a safety risk or in any other instance in which, in its sole discretion, it would not be reasonable or in the public interest to perform the replacement.

D. Limitation of Liability. In any such instance of a Step In Rights replacement, the Authority, and any person associated with the Authority, 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 Tariff

G. Restoration

24. Pittsburgh Water agrees to make the following changes (reflected in **bold**) to the existing tariff language of Part VI, Section 7:

PWSA will restore roadways and public sidewalks, backfill any trenches excavated as part of the replacement process (**including Step In Rights Replacements**) and will fill and seal any wall or floor penetrations in the private home. No other restoration will be conducted for Customer Lead Service Line replacements. PWSA will not replace any landscaping, interior finishes, paving, seeding, or walkways. All restoration costs shall be borne by the Property Owner.

H. Program Completion

25. Pittsburgh Water's revised goal is to replace all remaining residential lead service lines in its system by the end of 2027. Pittsburgh Water will replace all lead service lines in accordance with applicable Environmental Protection Agency ("EPA") regulations. The EPA's Lead and Copper Rule Improvements ("LCRI") currently mandate that all lead service lines be replaced by December 31, 2037. Pittsburgh Water will update its LSLR Plan to reflect its projected timeframe for completion of replacing all LSLs in accordance with the LCRI requirements.

I. Long-Term Infrastructure Improvement Plan

26. Pittsburgh Water will file revised pages to its Long-Term Infrastructure Improvement Plan (“LTIIP”) for the Period of January 1, 2023 through December 31, 2027, at Docket No. P-2022-3035953, as provided in Appendix C.

IV. ADDITIONAL TERMS AND CONDITIONS

27. The Commission’s approval of the Settlement shall not be construed as approval of any Joint Petitioner’s position on any issue, except to the extent required to effectuate the terms and agreements of the Settlement. This Settlement may not be cited as precedent in any future proceeding, except to the extent required to implement the Settlement.

28. It is understood and agreed among the Joint Petitioners that the Settlement is the result of compromise and does not necessarily represent the position(s) that would be advanced by any party in this or any other proceeding, if it were fully litigated.

29. This Settlement is being presented only in the context of this proceeding in an effort to resolve the proceeding in a manner that is fair and reasonable to the Joint Petitioners and consistent with the public interest. The Settlement represents a carefully balanced compromise of the interests of all the Joint Petitioners in this proceeding. This Settlement is presented without prejudice to any position which any of the Joint Petitioners may have advanced and without prejudice to the position any of the Joint Petitioners may advance in the future on the merits of the issues in future proceedings, except to the extent necessary to effectuate the terms and conditions of this Settlement.

30. This Settlement is conditioned upon the Commission’s approval of the terms and conditions contained herein without modification. If the Commission should disapprove the Settlement or modify any terms and conditions contained herein, Pittsburgh Water or any Joint

Petitioner may withdraw from the Settlement, upon written notice to the Commission and all parties within five (5) business days following entry of the Commission's Order and, in such event, the Settlement shall be of no force and effect. In the event that the Commission disapproves the Settlement or Pittsburgh Water or any other Joint Petitioner elects to withdraw from the Settlement as provided above, each of the Joint Petitioners reserves their respective rights to fully litigate this case including, but not limited to, presentation of witnesses, cross-examination and legal argument through submission of Testimony, Briefs, Exceptions and Replies to Exceptions.

31. The Joint Petitioners acknowledge and agree that this Settlement, if approved, shall have the same force and effect as if the Joint Petitioners had fully litigated the issues resolved by the Settlement and will result in the establishment of terms and conditions that – until changed on a going-forward basis as provided in the Public Utility Code – are in accordance with the law and in the public interest.

32. If the ALJs, in their Recommended Decision, recommend that the Commission adopt the Settlement as herein proposed without modification, the Joint Petitioners agree to waive the filing of Exceptions with respect to any issues addressed by the Settlement. However, the Joint Petitioners do not waive their rights to file Exceptions with respect to: (a) any modifications to the terms and conditions of this Settlement; or (b) any additional matters proposed by the ALJs in their Recommended Decision. The Joint Petitioners also reserve the right to file Replies to any Exceptions that may be filed.

33. This Settlement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

V. SETTLEMENT IS IN THE PUBLIC INTEREST

34. This Settlement was achieved by the Joint Petitioners after an extensive investigation of Pittsburgh Water's LSLR Program, both in this proceeding and in prior proceedings before the Commission. The Settlement recognizes the importance to Pittsburgh Water, its customers and the Pittsburgh community of continuing to take all reasonable steps toward making its system lead-free as soon as possible, in order to protect public health.

35. The Joint Petitioners submit that the Settlement is in the public interest for the following additional reasons:

a. **The Settlement provides a reasonable resolution.** The Settlement represents a balanced compromise of the issues raised by the active parties in this proceeding while recognizing the benefit to Pittsburgh Water's ratepayers of continuing Pittsburgh Water's existing, highly effective LSLR Program with the modifications described herein, as necessary to comply with current regulations and Commission requirements.

b. **Substantial litigation and associated costs will be avoided.** The Settlement amicably and expeditiously resolves the issues in this proceeding, permitting Pittsburgh Water to continue its LSLR Program, which has previously been reviewed in great detail by the Parties and approved by the Commission, with the modifications described herein.

c. **The Settlement is consistent with Commission policies promoting negotiated settlements.** The Joint Petitioners arrived at the Settlement after in-depth investigation of Pittsburgh Water's LSLR Program, both in this proceeding and in prior proceedings before the Commission. The Settlement contains reasonably negotiated

compromises on the issues addressed. Thus, the Settlement is consistent with the Commission's rules and practices encouraging settlements (52 Pa. Code §§ 5.231, 69.391, 69.401-69.406) and is supported by substantial evidence of record.

WHEREFORE, the Joint Petitioners, by their respective counsel, respectfully request that the ALJs approve the Settlement as set forth herein, including all terms and conditions, without modification.

Respectfully submitted,

/s/ Sarah C. Stoner

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Dated: April 21, 2025

APPENDIX A

PROPOSED CONCLUSIONS OF LAW

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

2. The Pittsburgh Water and Sewer Authority d/b/a Pittsburgh Water (“Pittsburgh Water”) has the burden of proof in these proceedings. 66 Pa. C.S. § 332(a).

3. It is the Commission’s policy to promote settlements. 52 Pa. Code § 5.231.

4. A settlement lessens the time and expense that the parties must expend litigating a case and, at the same time, conserves precious administrative resources. The Commission has indicated that settlement results are often preferable to those achieved at the conclusion of a fully litigated proceeding. 52 Pa. Code § 69.401.

5. In order to accept 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. C.S. Water & Sewer Assocs.*, 74 Pa. PUC 767 (1991). The instant settlement is in the public interest.

6. Pursuant to 52 Pa. Code § 65.55(b), a lead service line 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 *pro forma* 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, ridge and wharf companies).

7. An entity with a Commission-approved Long-Term Infrastructure Improvement Plan (“LTIIIP”) shall include with its lead service line replacement program petition a modified LTIIIP containing a lead service line replacement plan as a separate and distinct component of the LTIIIP. 52 Pa. Code § 65.54(b).

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

9. 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.

10. The Commission may waive its regulations if waiver is in the public interest under the Commission’s statutory authority to rescind or modify regulations or orders. *See Duquesne Light Petition for Waiver of the Three Business Day Switching Requirements Under 52 Pa. Code § 57.174*, Docket No. P-2014-2448863, Order (entered Dec. 4, 2014), at 8 (*citing* 66 Pa. C.S. § 501(a)).

11. 52 Pa. Code § 5.43(a) requires that a petition to the Commission for waiver of regulations must set forth clearly and concisely the interest of the petitioner in the subject matter, the specific regulation, amendment, waiver or repeal requested, and cite by appropriate reference

the statutory provision or other authority involved. The petition must set forth the purpose of, and the facts claimed to constitute the grounds requiring the regulation, amendment, waiver or repeal.

12. 52 Pa. Code § 65.56 requires that, after initial Commission approval of an entity's lead service line replacement plan, the entity update the plan for Commission review at least once every five (5) years. To the extent possible, the Commission will coordinate the review of the updated lead service line plan with the review period of the entity's LTIIP.

13. 52 Pa. Code § 65.59 requires that an entity with an approved lead service line replacement program file with the Commission a lead service line replacement report by March 1 of each year. If the entity is implementing the lead service line as part of its Commission-approved LTIIP, the entity is to include the lead service line replacement program report as part of the entity's annual asset optimization plan.

14. The settlement and its proposed terms and conditions are in the public interest and, therefore, should be approved without modification.

PROPOSED ORDERING PARAGRAPHS

THEREFORE, IT IS ORDERED:

1. That the Joint Petition for Settlement filed April 21, 2025 by The Pittsburgh Water and Sewer Authority d/b/a Pittsburgh Water, the Office of Consumer Advocate, and Pittsburgh United Our Water Table, at Docket Nos. P-2024-3046468 and P-2024-3046465, is granted, and the Settlement is approved in its entirety without modification.

2. That Pittsburgh Water's Lead Service Line Replacement Plan, as modified by the Settlement, is approved.

3. That Pittsburgh Water's Petition for Waiver of Certain Regulations Regarding its Lead Service Line Replacement Program is granted consistent with the Settlement.

4. That Pittsburgh Water's Long-Term Infrastructure Improvement Plan, as modified by the Settlement, is approved.

5. That Pittsburgh Water is directed to file revised pages to its Long-Term Infrastructure Improvement Plan consistent with the proposed revised pages in Appendix C within 30 days of a Commission Order approving the settlement.

6. That Pittsburgh Water is directed to submit a compliance tariff to the Commission consistent with the *pro forma* tariff supplement, as modified by the settlement, effective after one day's notice.

7. That Pittsburgh Water is directed to submit a revised LSLR Plan consistent with the settlement within 30 days of a Commission Order approving the settlement.

APPENDIX B

Supplement No. XX
Tariff Water - Pa. P.U.C. No. 1

THE PITTSBURGH WATER AND SEWER AUTHORITY
d/b/a PITTSBURGH WATER

RATES, RULES AND REGULATIONS GOVERNING
THE PROVISION OF WATER SERVICE
TO THE PUBLIC IN THE TERRITORY DESCRIBED HEREIN

Issued: TBD

Effective: TBD

BY: William J. Pickering, Chief Executive Officer
1200 Penn Avenue, Pittsburgh, PA 15222
Tel: 412-255-8800

NOTICE

This Tariff Supplement implements Pittsburgh Water's Lead Service Line Replacement Program as approved by the Commission at Docket Nos. P-2024-3046468 and P-2024-3046465.

LIST OF CHANGES

PART VI: LEAD SERVICE LINE REMEDIATION (PAGE NOS. 63-70)

Text added and modified regarding Lead Service Line Remediation as approved or directed at Docket Nos. P-2024-3046468 and P-2024-3046465.

PART VI: LEAD SERVICE LINE REMEDIATION (PAGE No. 69A)

New page 69A contains overflow text and new provisions on Service Line Demarcation.

PART VI: LEAD SERVICE LINE REMEDIATION

1. **Definitions:** For purposes of Part VI (Lead Service Line Remediation), the following definitions apply:
- a. **Authority Facility:** A water distribution main or a public lead service line owned by the Authority and connected to a private lead service line.
 - b. **CLRAC:** The Community Lead Response Advisory Committee established pursuant to PWSA's first jurisdictional base rate case docketed at R-2018-3002645 *et al.*
 - c. **Customer Lead Service Line:** (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.
 - d. **Independent Legal Restrictions:** 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.
 - e. **Lead Service Line:** Any service line made of lead, or galvanized iron or galvanized steel that is or formerly was downstream of lead.
 - f. **Partial Lead Service Line Replacement:** The replacement of a Customer Lead Service Line without the simultaneous replacement of a connected Public Lead Service Line. (C)
 - g. **Public Lead Service Line:** A Lead Service Line owned by the Authority from the distribution facilities of the Authority which connects to the customer service line at the hypothetical or actual line or the actual property line, including the Curb Stop and/or control valve and valve box.
 - h. **Residence:** A residential property with no more than four (4) dwelling units or a dual use property (commercial & residential) with no more than four (4) dwelling units 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. The term also includes a single-family residence that is served by a lead service line greater than 1-inch diameter. (C)

(C) = Change

2. Lead Service Line Replacement Plan:

(C)

a. Notwithstanding Part III, Section B.1 of this Tariff, the Authority will replace Customer Lead Service Lines pursuant to its Lead Service Line Replacement Plan (as approved at Docket Nos. P-2024-3046468 and P-2024-3046465, hereinafter "LSLR Plan"), subject to a cap of 4,000 Customer Lead Service Line replacements per year. The Authority may modify its annual cap for Customer Lead Service Line replacements by the number of emergency repairs and/or reimbursements and decrease its annual cap by the same for the following year. The costs incurred by the Authority to undertake remediation efforts pursuant to its LSLR Plan shall be recoverable in the Authority's Distribution System Improvement Charge and in base rates, as applicable.

(C)

b. PWSA's LSLR Plan applies to any Lead Service Line (1) serving any Residence and non-residential properties where specified; (2) of which PWSA is aware; (3) the replacement of which is operationally feasible; and (4) the Property Owner authorizes the replacement or replaces the line in accordance with PWSA policy or, PWSA is otherwise authorized to replace the line in accordance with this Tariff.

(C)

(C) = Change

3. Replacement of Customer Lead Service Lines:

- a. PWSA will offer to replace customer Lead Service Lines at no direct cost to the Property Owner: (i) at any residential or non-residential property where PWSA replaces an Authority Facility connected to a Customer Lead Service Line pursuant to its Small Diameter Water Main Replacement Program; (ii) at any residence where PWSA replaces an Authority Facility connected to a Customer Lead Service Line; (iii) at any Residence with a private-side only Lead Service Line located within a work order area of a neighborhood-based Lead Service Line replacement program where Lead Service Line replacements are performed; and (iv) when PWSA's operations crew replaces an Authority Facility regardless of material, in emergencies including line breaks, leaks or other unplanned emergency replacements.

(C)

(C) = Change

(C)

4. Reimbursement Program

- a. For ad hoc replacements initiated by Property Owners at their Residence, if the Customer Lead Service Line is connected to a Public Lead Service Line, PWSA will replace the Public Lead Service Line when a customer elects to replace the Customer Lead Service Line. A Property Owner that elects to replace their Customer Lead Service Line must replace the Customer Lead Service Line concurrent with the Authority replacing the Public Lead Service Line. A Property Owner shall provide the Authority at least 90 days' notice prior to replacing their Customer Lead Service Line. For ad hoc replacements, PWSA will reimburse the Residential customer for all or a portion of the cost of the Customer Lead Service Line replacement based on the customer's income. The income-based reimbursement of the cost to replace Customer Lead Service Lines is tiered as follows: (C)
- i. Full cost reimbursement for households with income levels below 300 percent of the federal poverty level (FPL), as adjusted annually;
 - ii. 75 percent of the cost for households with income levels between 301 and 400 percent of the federal poverty level, as adjusted annually;
 - iii. 50 percent of the cost for households with income level between 401 and 500 percent of FPL, as adjusted annually;
 - iv. For all other households, a \$1,000 stipend towards the replacement cost of Customer Lead Service Line replacement.
- b. Reimbursements will be issued in the form of a check issued to later than 45 days after the request is approved. (C)

(C) = Change

6. Replacement of Authority Facility - Customer Lead Service
Line Replacement - Termination of Service:

(C)

- a. Except as set forth below, if after being notified of the Authority's offer to replace at no cost a property owner's Customer Lead Service Line the property owner has not provided an executed property owner agreement authorizing the replacement of the customer service line or where the legal owner can not be identified or located, PWSA will not reconnect the Customer Lead Service Line to the Authority's Service Line and will initiate termination of water service at that location following the procedures and providing the notices set forth in accordance with this Tariff and the LSLR Plan. PWSA will proceed with termination of water service to a location irrespective of whether Independent Legal Restrictions would otherwise delay or prohibit termination.
- b. At any time prior to completing termination, or, within five 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 lead customer service line has been replaced, water service will be restored to the property provided that service will not be restored until either both the Public Lead Service Line and the Customer Lead Service Line have been replaced or an alternative, non-lead temporary bypass is installed. 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 as necessary. 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.

(C)

(C) = Change

c. Neither a customer nor a property owner may install a Partial Lead Service Line Replacement. A Partial Lead Service Line Replacement will result in termination of service until the Authority can replace the Public Lead Service Line. (C)

6. Customer Lead Service Line on Multiple Properties:

When, pursuant to the LSLR Plan, 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: (C)

- 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.

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 this Tariff and the LSLR Plan. (C)

PWSA will complete or suspend the termination of the neighboring property owner's water service as set forth in section 5 above. (C)

(C) = Change

7. Non-Owner Occupied Properties:

The Authority may utilize Step In Rights to replace a Customer Lead Service Line when: (C)

- a. PWSA has offered pursuant to this Tariff to replace at no direct cost to the property owner a Customer Lead Service Line;
- b. The property is occupied, but not occupied by the legal owner of the property (i.e., the customer is not the property owner); and (C)
- c. The Authority has made attempts to obtain authorization for the Customer Lead Service Line replacement pursuant to this Tariff and the LSLR 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 not responded to the offer to replace the Customer Lead Service Line. (C)

The Authority may use Step In Rights to replace a Customer Lead Service Line 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 Authority by fax, email or mail (providing contact information). (C)

The Authority may use Step In Rights to replace a Customer Lead Service Line when the customer provides a Protection from Abuse Order or other court order with clear evidence of domestic violence. (C)

In the instances described above, 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. (C)

(C) = Change

The Authority may decline to use Step In Rights and replace the Customer Lead Service Line where in the Authority's reasonable judgement, replacement would place its workers or utility property at a safety risk or in any other instance in which, in its sole discretion, it would not be reasonable or in the public interest to perform the replacement. (C)

Limitation of Liability. In any such instance of a Step In Rights replacement, the Authority, 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 Tariff. (C)

8. Property Owner Agreement: Except in the case of non-owner occupied properties at which the Authority has exercised "stand in the shoes" rights, the Authority shall enter into an agreement with a Property Owner for replacement of a Customer Lead Service Line that allows PWSA employees and contractors to gain access to their private property in order to replace their Customer Lead Service Line prior to the initiation of any work by the Authority to replace the Customer Lead Service Line. The agreement shall be in a form provided by the Authority and shall include provisions that require the Property Owner(s) to release and hold harmless the Authority 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.

9. Service Line Demarcation: If a shutoff valve is not located within 12 inches of the structure wall of the property, the Authority may install a shutoff valve during the lead service line replacement to serve as a point of demarcation between the property's service line and the property's interior water distribution piping. (C)

The Authority shall perfect its ownership of the portion of the service line located within the then-existing right-of-way in conformance with this Tariff to ensure that the Authority can obtain necessary permits during the planning phase of a lead service line replacement project. (C)

(C) = Change

10. Limitation of Liability: The Authority's liability relating to Lead Service Line remediation efforts is limited as set forth in Part III, Section I of this Tariff.
11. Warranty on Workmanship: The Authority will provide, at a minimum, a two-year warranty on workmanship and materials for a Customer Lead Service Line it replaces and restoration of surfaces. The warranty period shall commence on the day the Customer Lead Service Line is replaced. The maximum coverages under the warranty shall be to repair or replace the Customer Lead Service Line replacement, and restoration of surfaces identified in subsection 12 below to the condition that existed prior to the replacement of the Customer Lead Service Line, as reasonably practicable. (C)
- The Authority will not be liable for any damages beyond the maximum coverage of the two-year warranty as described in this warranty section. (C)
- If a repair is required and qualifies under the warranty, the customer or property owner consents and grants license to the Authority and/or its contractor(s) to access the property and complete the repair as necessary. (C)
12. Restoration: PWSA will restore roadways and public sidewalks, backfill any trenches excavated as part of the replacement process (including Step In Rights Replacements) and will fill and seal any wall or floor penetrations in the private home. No other restoration will be conducted for Customer Lead Service Line replacements. PWSA will not replace any landscaping, interior finishes, paving, seeding, or walkways. All restoration costs shall be borne by the Property Owner.
13. Ownership and Responsibility for Replacement Line: After a Customer Lead Service Line is replaced by the Authority, the Customer shall own the Customer Service Line and shall have full responsibility for the repair, replacement and maintenance of the new Customer Service Line.
14. Post-Replacement Measures: The Authority will implement post-Customer Lead Service Line replacement measures, including distribution of water filters and filter cartridges, in accordance with its LSLR Plan. (C)

(C) = Change

THE PITTSBURGH WATER AND SEWER AUTHORITY
d/b/a PITTSBURGH WATER

RATES, RULES AND REGULATIONS GOVERNING
THE PROVISION OF WATER SERVICE
TO THE PUBLIC IN THE TERRITORY DESCRIBED HEREIN

Issued: ~~December 13, 2024~~TBD Effective: ~~December 14,~~
~~2024~~TBD

BY: William J. Pickering, Chief Executive Officer
1200 Penn Avenue, Pittsburgh, PA 15222
Tel: 412-255-8800

NOTICE

This Tariff Supplement ~~updates name to add d/b/a~~implements
Pittsburgh Water's Lead Service Line Replacement Program as
approved by the Commission at Docket Nos. P-2024-3046468 and P-
2024-3046465.

The Pittsburgh Water
and Sewer Authority

Supplement No. ~~15XX~~
Tariff Water - Pa. P.U.C. No. 1
~~Ninth~~Tenth Revised Page No. 2
Canceling ~~Eighth~~Ninth Revised Page No.
2

LIST OF CHANGES

TITLE PAGE

~~Added d/b/a Pittsburgh Water.~~

PART VI: LEAD SERVICE LINE REMEDIATION (PAGE NOS. 63-70)

Text added and modified regarding Lead Service Line Remediation as approved or directed at Docket Nos. P-2024-3046468 and P-2024-3046465.

PART VI: LEAD SERVICE LINE REMEDIATION (PAGE NO. 69A)

New page 69A contains overflow text and new provisions on Service Line Demarcation.

PRO FORMA

Issued: ~~December 13, 2024~~TBD

Effective: ~~December 14,~~
~~2024~~TBD

PART VI: LEAD SERVICE LINE REMEDIATION

1. Definitions: For purposes of Part VI (Lead Service Line Remediation), the following definitions apply:
- a. **Authority Facility**: A water distribution main or a public lead service line owned by the Authority and connected to a private lead service line. (c)
 - b. **CLRAC**: The Community Lead Response Advisory Committee established pursuant to PWSA's first jurisdictional base rate case docketed at R-2018-3002645 *et al.*
 - c. **Customer Lead Service Line**: (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. (c)
 - d. **Independent Legal Restrictions**: 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.
 - e. **Lead Service Line**: Any service line made of lead, or galvanized iron or galvanized steel that is or formerly was downstream of lead. (c)
 - f. **Partial Lead Service Line Replacement**: The replacement of ~~an Authority Facility made of any material~~ a Customer Lead Service Line without the simultaneous replacement of a connected ~~Customer~~Public Lead Service Line. (C)
 - g. **Public Lead Service Line**: A Lead Service Line owned by the Authority from the distribution facilities of the Authority which connects to the customer service line at the hypothetical or actual line or the actual property line, including the Curb Stop and/or control valve and valve box.
 - h. **Residence**: A residential property with no more than four (4) dwelling units or a dual use property (commercial & residential) with no more than four (4) dwelling units 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. The term also includes a single-family residence that is served by a lead service line greater than 1-inch diameter. (C)

(C) = Change

2. Lead ~~Infrastructure~~Service Line Replacement Plan:

(C)

a. Notwithstanding Part III, Section B.1 of this Tariff, the Authority will replace Customer Lead Service Lines pursuant to its Lead ~~Infrastructure~~Service Line Replacement Plan (as approved at Docket ~~No. M-2018-2640802 and set forth in Amended Appendix C to the Authority's 5 Year Long Term Infrastructure Improvement Plan approved at Docket No. P-2018-3005037~~Nos. P-2024-3046468 and P-2024-3046465, hereinafter "Lead Infrastructure LSLR Plan"), subject to ~~an expenditure~~a cap of ~~\$11.0 million~~4,000 Customer Lead Service Line replacements per year. The Authority may modify its annual ~~expenditure~~cap for Customer Lead Service Line replacements ~~with Commission approval by the number of emergency repairs and/or reimbursements and decrease its annual cap by the same for the following year.~~ The costs incurred by the Authority to undertake remediation efforts pursuant to its ~~Lead Infrastructure~~LSLR Plan shall be recoverable in ~~rate proceedings~~the Authority's Distribution System Improvement Charge and in base rates, as applicable.

(C)

b. PWSA's ~~Lead Infrastructure Plan is in effect until December 31, 2026, and~~LSLR Plan applies to any Lead Service Line (1) serving any Residence and non-residential properties where specified; (2) of which PWSA is aware; (3) the replacement of which is operationally feasible; and (4) the Property Owner authorizes the replacement or replaces the line in accordance with PWSA policy or, PWSA is otherwise authorized to replace the line in accordance with this Tariff.

(C)

(C) = Change

3. Replacement of Customer Lead Service Lines:

- a. ~~Customers who received a Partial Lead Service Line Replacement at their Residence after February 1, 2016 due to a PWSA action, such as, for example, a lead service line replacement contract, PWSA operation replacement or water main replacement, will be eligible to have their Customer Lead Service Line replaced by PWSA, at no direct cost to the customer. PWSA will offer to replace customer Lead Service Lines at no direct cost to the Property Owner: (i) at any residential or non-residential property where PWSA replaces an Authority Facility connected to a Customer Lead Service Line pursuant to its Small Diameter Water Main Replacement Program; (ii) at any residence where PWSA replaces an Authority Facility connected to a Customer Lead Service Line; (iii) at any Residence with a private-side only Lead Service Line located within a work order area of a neighborhood-based Lead Service Line replacement program where Lead Service Line replacements are performed; and (iv) when PWSA's operations crew replaces an Authority Facility regardless of material, in emergencies including line breaks, leaks or other unplanned emergency replacements.~~ (C)
- b. ~~For customers who elected to replace their Customer Lead Service Line at their Residence as a result of a PWSA Public Lead Service Line replacement between February 1, 2016 and December 31, 2018, PWSA will offer a direct reimbursement for costs incurred up to a maximum of \$5,500.~~
- c. ~~For ad hoc replacements initiated by customers between February 1, 2016 and December 31, 2018, PWSA will not offer reimbursement. An "ad hoc replacement" refers to when a Property Owner elects on their own initiative to arrange for the replacement of a Customer Lead Service Line when PWSA is not then currently replacing the public side of the line.~~

(C) = Change

(C)

4. Reimbursement Program

- ~~d.~~ a. For ad hoc replacements initiated by Property Owners at their Residence ~~after January 1, 2019~~, if the Customer Lead Service Line is connected to a Public Lead Service Line, PWSA will replace the Public Lead Service Line when a customer elects to replace the Customer Lead Service Line. A Property Owner that elects to replace their Customer Lead Service Line must replace the Customer Lead Service Line concurrent with the Authority replacing the Public Lead Service Line. A Property Owner shall provide the Authority at least 90 days' notice prior to replacing their Customer Lead Service Line. For ad hoc replacements ~~after January 1, 2019~~, PWSA will reimburse the Residential customer for all or a portion of the cost of the Customer Lead Service Line replacement based on the customer's income. The ~~proposed~~ income-based reimbursement of the cost to replace Customer Lead Service Lines is tiered as follows:
- i. Full cost reimbursement for households with income levels below 300 percent of the federal poverty level (FPL), as adjusted annually;
 - ii. 75 percent of the cost for households with income levels between 301 and 400 percent of the federal poverty level, as adjusted annually;
 - iii. 50 percent of the cost for households with income level between 401 and 500 percent of FPL, as adjusted annually;
 - iv. For all other households, a \$1,000 stipend towards the replacement cost of Customer Lead Service Line replacement.
- b. Reimbursements will be issued in the form of a check issued to later than 45 days after the request is approved.
- ~~e.~~ ~~After January 1, 2019, PWSA will offer to replace Customer Lead Service Lines at no direct cost to the Property Owner: (i) at any residential or non residential property where PWSA replaces an Authority Facility connected to a Customer Lead Service Line pursuant to its Small Diameter Water Main Replacement Program; (ii) at any Residence where PWSA replaces an Authority Facility connected to a Customer Lead Service Line; (iii) at any~~

~~Residence with a private side only Lead Service Line located within a work order area of a neighborhood based Lead Service Line replacement program where Lead Service Line replacements are performed; and (iv) when PWSA's operations crew replaces an Authority Facility regardless of material, in emergencies including line breaks, leaks or other unplanned emergency replacements.~~

(C) = Change

PRO FORMA

6. ~~f.~~ Replacement of Authority Facility - Customer Lead Service
~~Lead Service~~ Line Replacement - Termination of Service:

(C)

ia. Except as set forth below, if after being notified of the Authority's offer to replace at no cost a property owner's Customer Lead Service Line the property owner has not provided an executed property owner agreement authorizing the replacement of the customer service line or where the legal owner can not be identified or located, PWSA will not reconnect the Customer Lead Service Line to the Authority's Service Line and will initiate termination of water service at that location following the procedures and providing the notices set forth in accordance with this Tariff and the ~~Lead Infrastructure~~LSLR Plan. PWSA will proceed with termination of water service to a location irrespective of whether Independent Legal Restrictions would otherwise delay or prohibit termination.

(C)

iib. At any time prior to completing termination, or, within five 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 lead customer service line has been replaced, water service will be restored to the property provided that service will not be restored until either both the Public Lead Service Line and the Customer Lead Service Line have been replaced or an alternative, non-lead temporary bypass is installed. 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 as necessary. 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.

(C) = Change

c. Neither a customer nor a property owner may install a Partial Lead Service Line Replacement. A Partial Lead Service Line Replacement will result in termination of service until the Authority can replace the Public Lead Service Line. (C)

6. Customer Lead Service Line on Multiple Properties:

When, pursuant to the ~~Lead-Infrastructure~~LSLR Plan, 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: (C)

a. ~~i.~~ Attempt to obtain approval from all property owners to allow the work necessary to replace the Customer Lead Service Line; and

b. ~~ii.~~ Evaluate solutions available to install conforming service lines.

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 this Tariff and the ~~Lead-Infrastructure~~LSLR Plan. (C)

PWSA will complete or suspend the termination of the neighboring property owner's water service as set forth in section ~~(f)~~5 above. (C)

(C) = Change

7. ~~h.~~ Non-Owner Occupied Properties:

The Authority may ~~stand in the shoes of the property owner and is authorized~~ utilize Step In Rights to replace a Customer Lead Service Line when: (C)

- a. ~~i.~~ PWSA has offered pursuant to this Tariff to replace at no direct cost to the property owner a Customer Lead Service Line;
- b. ~~ii.~~ The property is occupied, but not occupied by the legal owner of the property (i.e., the customer is not the property owner); and (C)
- c. ~~iii.~~ The Authority has made attempts to obtain authorization for the Customer Lead Service Line replacement pursuant to this Tariff and the ~~Lead Infrastructure~~ LSLR 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~~ not responded to the offer to replace the Customer Lead Service Line. (C)

The Authority may use Step In Rights to replace a Customer Lead Service Line 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 Authority by fax, email or mail (providing contact information). (C)

The Authority may use Step In Rights to replace a Customer Lead Service Line when the customer provides a Protection from Abuse Order or other court order with clear evidence of domestic violence. (C)

In ~~such~~ the instances described above, 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~~

(C) = Change

The Authority may decline to use Step In Rights and replace the Customer Lead Service Line where in the Authority's reasonable judgement, replacement would place its workers or utility property at a safety risk or in any other instance in which, in its sole discretion, it would not be reasonable or in the public interest to perform the replacement. (C)

Limitation of Liability. In any such instance of a Step In Rights replacement, the Authority, ~~and any person associated with the Authority,~~ 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 Tariff. (C)

~~(C) = Change~~

8. 4. Property Owner Agreement: Except in the case of non-owner occupied properties at which the Authority has exercised "stand in the shoes" rights, the Authority shall enter into an agreement with a Property Owner for replacement of a Customer Lead Service Line that allows PWSA employees and contractors to gain access to their private property in order to replace their Customer Lead Service Line prior to the initiation of any work by the Authority to replace the Customer Lead Service Line. The agreement shall be in a form provided by the Authority and shall include provisions that require the Property Owner(s) to release and hold harmless the Authority 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.

9. Service Line Demarcation: If a shutoff valve is not located within 12 inches of the structure wall of the property, the Authority may install a shutoff valve during the lead service line replacement to serve as a point of demarcation between the property's service line and the property's interior water distribution piping. (C)

The Authority shall perfect its ownership of the portion of the service line located within the then-existing right-of-way in conformance with this Tariff to ensure that the Authority can obtain necessary permits during the planning phase of a lead service line replacement project. (C)

(C) = Change

PRO

510.Limitation of Liability: The Authority's liability relating to Lead Service Line remediation efforts is limited as set forth in Part III, Section I of this Tariff.

611.Warranty on Workmanship: The Authority will provide, at a minimum, a ~~30-day~~two-year warranty on workmanship and materials for a Customer Lead Service Line it replaces. and restoration of surfaces. The warranty period shall commence on the day the Customer Lead Service Line is replaced. The maximum coverages under the warranty shall be to repair or replace the Customer Lead Service Line replacement, and restoration of surfaces identified in subsection 12 below to the condition that existed prior to the replacement of the Customer Lead Service Line, as reasonably practicable. (C)

The Authority will not be liable for any damages beyond the maximum coverage of the two-year warranty as described in this warranty section. (C)

If a repair is required and qualifies under the warranty, the customer or property owner consents and grants license to the Authority and/or its contractor(s) to access the property and complete the repair as necessary. (C)

712.Restoration: PWSA will restore roadways and public sidewalks, backfill any trenches excavated as part of the replacement process (including Step In Rights Replacements) and will fill and seal any wall or floor penetrations in the private home. No other restoration will be conducted for Customer Lead Service Line replacements. PWSA will not replace any landscaping, interior finishes, paving, seeding, or walkways. All restoration costs shall be borne by the Property Owner.

813.Ownership and Responsibility for Replacement Line: After a Customer Lead Service Line is replaced by the Authority, the Customer shall own the Customer Service Line and shall have full responsibility for the repair, replacement and maintenance of the new Customer Service Line.

914.Post-Replacement Measures: The Authority will implement post-Customer Lead Service Line replacement measures, including distribution of water filters and filter cartridges, in accordance with its ~~Lead Infrastructure~~LSLR Plan. (C)

(C) = Change

APPENDIX C

Revisions Proposed to current approved LTIP at Docket Number P-2022-3035953
Consistent with the LSLR Plan approved by the Commission at Docket Number ~~P-2024-XXXX~~3046468
Submitted pursuant to Pa. Code §§ 65.51-65.62

PITTSBURGH WATER & SEWER AUTHORITY

5-YEAR LONG-TERM INFRASTRUCTURE IMPROVEMENT PLAN Combined Water and Wastewater For the Period of January 1, 2023 through December 31, 2027

October 6, 2022

As revised pursuant to Pa. Code §§65.51-65.62

**Revisions Proposed to current approved LTIP at Docket Number P-2022-3035953
Consistent with the LSLR Plan approved by the Commission at Docket Number P-2024-
~~XXXXX~~3046468
Submitted pursuant to Pa. Code §§ 65.51-65.62**

APPENDICES

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.....
2.2.1 Lead Service Line Replacement Program Plan

PWSA’s current goal is to complete the replacement of all residential lead service lines in its system by the end of 2027 and to remove and replace all lead service lines, whether PWSA-owned or customer-owned, within its water distribution system as required by the PUC’s regulations at 52 Pa. Code § 65.53, the applicable Environmental Protection Agency regulations, and in accordance with the Lead Service Line Replacement Program Plan (“LSLR”) approved at Docket Number P-2024-3046468. As discussed further herein, PWSA will use funding from the Commission approved Distribution System Infrastructure Improvement Charge (“DSIC”) to recover the costs of replacing lead service lines. Lead service lines not replaced using DSIC funds will be funded by revenue bonds or external funding, such as PENNVEST low-interest loans and grants.

PWSA has maintained a comprehensive lead section of its website since 2018. The website (<https://www.pgh2o.com/your-water/lead-information>) includes the following:

- A GIS-based webmap showing project locations and service line materials for all customer locations in our water service area. Customers can search on any address in our water system and learn what information we have regarding their service line materials. The information on the webmap is updated on a monthly basis with information PWSA is developing concerning the service line material inventory.
- General information about the use of orthophosphate for corrosion control at PWSA.
- Information about lead in general and specifically lead service lines, including Frequently Asked Questions.
- Links to PWSA’s customer request lead sampling program to order a test kit and how to get a free filter if your lead results are elevated (> 10.0 ppb).
- Sample results from PWSA Customer Request Program and LCR Compliance Testing Program. These results are updated every six months for the customer request program, and within 60 days of the completion of each compliance sampling event.
- Details and descriptions of the PWSA Line Replacement Reimbursement Program that provides an income-based reimbursement for customers electing to proactively replace their own private LSL.
- Information and resources on health risks associated with lead and lead service lines.
- Meeting minutes of the CLRAC, which meets quarterly.

~~public and private side lead service lines in its system by 2026. The objectives of the Program are to:~~

- ~~• Reduce the amount of lead (and ultimately eliminate lead service lines entirely) in the Authority’s water distribution system;~~
- ~~• Mitigate lead exposure through water consumption for the customer as quickly as possible;~~

**Revisions Proposed to current approved LTIIP at Docket Number P-2022-3035953
Consistent with the LSLR Plan approved by the Commission at Docket Number P-2024-
~~XXXXX~~3046468**

Submitted pursuant to Pa. Code §§ 65.51-65.62

- ~~Comply with state and federal regulations; and~~
- ~~Prohibit partial lead service line replacements.~~

~~The Policy includes the replacement of public and private-side lead service lines at any residence, of which PWSA is aware, where the replacement is operationally feasible. In the case of a private-side line, the owner must authorize the replacement by PWSA, replace the line in accordance with PWSA policy, or be subject to termination of water service.~~

2.2.2 Inventory of Lead Service Lines

~~A comprehensive discussion of PWSA's service line inventory is discussed in Section 2 of PWSA's LSLR Program Plan. As discussed therein, PWSA started developing a service line inventory in 2016. Its inventory efforts have evolved and continue to evolve since then to conform to changing regulations, guidance and developing technology. PWSA submitted an updated service line inventory to PADEP on October 16, 2024 pursuant to the requirements of 40 C.F.R. § 141.80.~~

~~PWSA prepared a residential service line inventory and submitted it to PADEP in accordance with the COA in December 2020. Another update for all service lines is due and will be submitted by December 31, 2022. Since 2018 PWSA has maintained an on-line web map showing the status of all service line materials on our public-facing website. The inventory and web map are updated monthly as new information is gathered regarding service line materials.~~

~~PWSA is closely evaluating the future requirements of the Lead and Copper Rule Revisions (LCRR) and worked with the United States Environmental Protection Agency (US EPA) as they developed their "Guidance for Developing and Maintaining a Service Line Inventory" (August 2022) and are following the development of PADEP's guidance as well.~~

2.2.3 Corrosion Control Program

~~In April 2016, the Authority initiated a Corrosion Control Study to determine the optimum **chemical corrosion control treatment** strategy for reducing lead release due to corrosion of lead service lines and building plumbing. The study's goal was to identify an effective, immediate and minimal cost approach to achieve compliance with the lead action level. The approach was assessed to ensure that it did not otherwise adversely impact water quality in the distribution system. The study tested two corrosion inhibitors: orthophosphate and silicate. Each has advantages and disadvantages for water quality management, risks to sustained performance and cost-effectiveness. After study, orthophosphate was determined to be the best solution for the Authority.~~

~~The Authority completed the design of the appropriate corrosion control chemical feed storage and feed facilities for the water system, obtained all necessary permits and completed construction of the facilities in early 2019. Orthophosphate feed commenced in about one third of the water system in early April 2019, and in the entire water system by the end of April 2019.~~

**Revisions Proposed to current approved LTIP at Docket Number P-2022-3035953
 Consistent with the LSLR Plan approved by the Commission at Docket Number P-2024-
 XXXXX3046468
 Submitted pursuant to Pa. Code §§ 65.51-65.62**

Since the time of initial orthophosphate feed, the Authority has continued LCR Compliance Sampling in accordance with the schedule established by PADEP. The following are the results, presented in Table 2-2 on the following page, of the completed sampling events.

Table 2-2: LCR Compliance Sampling		
Event	Dates	90 th Percentile Lead Level (ppb)
2019b	July – December, 2019	10.0
2020a	January to June, 2020	5.1
2021b	July to December, 2021	7.0527
2022a	January to June, 2022	4.4
2022b	July to December 2022	5.0
2023a	January to June 2023	3.35
2023b	July to December 2023	3.58

The Authority continues to monitor the application of orthophosphate across the distribution system and evaluate its effectiveness. The Authority is also closely monitoring the upcoming requirements of the LCRIR to determine potential impacts on the corrosion control program.

Finally, the Authority continues to provide the Commission, and the CLRAC with quarterly updates regarding the progress of PWSA’s orthophosphate program and the results of the lead level testing.

1.1 Water System Replacement and Prioritization Approach

The Authority is working to accelerate the replacement of small diameter water mains. In both 2018 and 2019, the Authority committed to replacing two miles of small diameter main per year. With approximately 788 miles of small diameter main in the system, this equated to 0.2% of the system per year. In the previous LTIP, the Authority targeted to annually replace 1% of the system by 2024.

In addition to continuing to accelerate the replacement of small diameter water mains, PWSA has committed established a goal of to replacing all remaining residential lead service lines by 2027. This is to be accomplished using a combination of Small Diameter Water Main Replacement (SDWMR) and Lead Service Line Replacement (LSLR) projects. In cases where service lines are replaced as part of a LSLR project, the water main would typically need to be replaced later as part of a completely separate project. However, this is not the preferred approach for several reasons: Tapping new service lines into older, brittle water mains can be difficult, and completing two separate projects is not as cost effective and is more disruptive to our customers.

Based on our proposed CIP, it was determined that we would be able to ~~This led to an initiative to develop a~~ **The Authority anticipates that it will** replace 56.764 miles of water mains by the end of 2026. ~~This led to an initiative to develop a~~ **The Authority uses a** GIS based web application that ~~would allow the Authority to~~ **it** to select which water mains to replace.

The developed web application prioritizes mains to be replaced utilizing three criteria: the potential number of lead service lines, low fire flow areas, and frequency of main breaks. It scores pipes on a formula that is based on these criteria, and projects are selected based on the scores.

Additionally, an ~~small~~ annual contract for the urgent replacement of water mains, valued at approximately \$81-~~\$10~~ to \$2 million a year is also part of the Program. The purpose of the Water Relay

Revisions Proposed to current approved LTIP at Docket Number P-2022-3035953
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Submitted pursuant to Pa. Code §§ 65.51-65.62

Program is to replace small areas, typically a block or less, where a water main replacement is needed urgently due to a failure to a pipeline with a highly compromised condition.

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~~XXXXX~~3046468
 Submitted pursuant to Pa. Code §§ 65.51-65.62**

2.4 Eligible Water System Property to be Improved

Table 2-7 describes the 4 project categories which comprise the eligible water system projects of this LTIP as discussed above. These projects conform to the definition of “eligible property” described in section 1.1.1.

Table 2-7: Water System Eligible Properties to be Improved	
Project Category	Project Descriptions
Urgent and Priority Lead Service Line Replacement	Replacement of lead service lines, both public and private. Due to exceedance of the action levels from compliance tests for lead and copper, the Pennsylvania Department of Environmental Protection required the authority to perform additional distribution system water quality monitoring, optimization of corrosion control treatment, source water monitoring/treatment, public education, and lead service line replacement.
Small Diameter Water Main Replacement	Strategic replacement of water mains (including lead service lines) to improve system reliability as well as improve water pressure, maintain water quality, and minimize disturbance to the community. By maintaining a proactive approach to asset management, efforts can be directed towards remedying assets before failure, thus saving in overall replacement cost. Additionally, projects will be coordinated with other utilities to minimize disturbance to the community and street surface restoration costs. Water quality and available hydrant flows will also improve by removing tuberculated mains.
Water Relay	Replacement of existing water mains, valves, fittings, service connections and hydrants due to emergency situations.
Valve Replacement	Replacement of defective or non-operational valves on transmission and distribution mains throughout the water distribution system, excluding valves replaced during relays. Includes locating, assessing and documenting the operability, raising to grade and/or cleaning existing buried or obstructed valves. Increasing the number of operable valves in the system will reduce the number of customers that may be impacted and the number of valves that would need to be closed during emergency conditions.

1.2 Initial Planned Repair and Replacement Schedule and Projected Annual Expenditures

Table 2-8: Water System Eligible Properties Project Schedules and Costs in Appendix B identifies the costs associated with the projects for each year of the project schedule (2025~~3~~-2029~~7~~), organized into the following major project categories:

- **Urgent and Priority** Lead Service Line Replacement
- Small Diameter Main Replacement
- Water Relay Replacement

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- Valve Replacement

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APPENDIX B

Table 2-8 Revised

Revisions Proposed to current approved LTIP at Docket Number P-2022-3035953
Consistent with the LSLR Plan approved by the Commission at Docket Number P-2024-
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Project Name	Table 2-8					
	Water System Eligible Properties Project Schedules and Costs					
	Projected Annual Expenditures					Total Cost
2023	2024	2025	2026	2027		
2022 Urgent and Priority Lead Service Line Replacement	\$ 2,275,274					\$ 2,275,274
2023 Urgent and Priority Lead Service Line Replacement	\$ 419,954	\$ 1,393,422	\$ 1,556,202			\$ 3,369,579
2024 Urgent and Priority Lead Service Line Replacement						\$ -
2025 Urgent and Priority Lead Service Line Replacement			\$ 172,729	\$ 683,323	\$ 227,774	\$ 1,083,826
2026 Urgent and Priority Lead Service Line Replacement						\$ -
2027 Urgent and Priority Lead Service Line Replacement						\$ -
2023 Small Diameter Water Main Replacement	\$ 7,982,472	\$ 26,104,038	\$ 8,701,346			\$42,787,856
2024 Small Diameter Water Main Replacement	\$ 1,049,766	\$ 14,287,293	\$ 37,846,331	\$ 9,461,583		\$62,644,973
2025 Small Diameter Water Main Replacement		\$ 805,441	\$ 10,109,849	\$ 26,498,219	\$ 6,624,555	\$44,038,064
2026 Small Diameter Water Main Replacement			\$ 1,105,849	\$ 14,431,097	\$ 38,033,034	\$53,569,980
2027 Small Diameter Water Main Replacement				\$ 3,416,232	\$ 44,751,187	\$48,167,419
2022 Water Relay	\$ 1,500,000					\$ 1,500,000
2023 Water Relay	\$ 645,000	\$ 1,290,000				\$ 1,935,000
2024 Water Relay		\$ 860,000	\$ 1,720,000			\$ 2,580,000
2025 Water Relay			\$ 992,308	\$ 2,232,692		\$ 3,225,000
2026 Water Relay				\$ 1,022,077	\$ 2,299,673	\$ 3,321,750
2027 Water Relay					\$ 1,140,468	\$ 1,140,468
2021 Valve Replacement	\$ 150,000					\$ 150,000
2022 Valve Replacement	\$ 722,152					\$ 722,152
2023 Valve Replacement	\$ 1,633,333	\$ 1,166,667				\$ 2,800,000
2024 Valve Replacement		\$ 1,633,333	\$ 1,166,667			\$ 2,800,000
2025 Valve Replacement			\$ 1,507,692	\$ 1,292,308		\$ 2,800,000
2026 Valve Replacement				\$ 1,507,692	\$ 1,292,308	\$ 2,800,000
2027 Valve Replacement					\$ 1,633,333	\$ 1,633,333

Revisions Proposed to current approved LTIP at Docket Number P-2022-3035953
Consistent with the LSLR Plan approved by the Commission at Docket Number ~~P-2024-XXXX~~3046468
Submitted pursuant to Pa. Code §§ 65.51-65.62

APPENDIX C

*Please see the Lead Service Line Replacement Plan
approved by the Commission at Docket Number P-2024-3046468~~XXXXXX~~
pursuant to 52 Pa. Code §§ 65.51-65.62*

APPENDIX D

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of The Pittsburgh Water and Sewer Authority for Approval of its Lead Service Line Replacement Program :
Docket No. P-2024-3046468
:
:
:
Petition of The Pittsburgh Water and Sewer Authority for Waiver of Certain Regulations Regarding its Lead Service Line Replacement Program :
Docket No. P-2024-3046465
:
:
:

**STATEMENT IN SUPPORT OF THE
JOINT PETITION FOR SETTLEMENT
OF THE PITTSBURGH WATER AND SEWER
AUTHORITY D/B/A PITTSBURGH WATER**

The Pittsburgh Water and Sewer Authority d/b/a Pittsburgh Water (“Pittsburgh Water”) hereby submits this Statement in Support of the Joint Petition for Settlement (“Settlement” or “Joint Petition”) filed in the above-captioned proceeding. The Settlement is joined by the Office of Consumer Advocate (“OCA”) and Pittsburgh United Our Water Table (“Our Water Table”), the two active parties in this matter.¹ As such, the Settlement represents a full resolution of all issues by all parties in this proceeding.

Pittsburgh Water believes that the Settlement is in the best interests of its customers and the City of Pittsburgh as it supports Pittsburgh Water’s ongoing efforts to remove lead service lines in its service territory. The Settlement provides for the continuation of Pittsburgh Water’s existing program to replace lead service lines, which has been previously reviewed and approved by the Commission. Under the Settlement, Pittsburgh Water’s Lead Service Line Replacement (“LSLR”)

¹ See Joint Petition at 1.

Plan will replace its existing Lead Infrastructure Plan and will include terms consistent with current regulatory requirements, and will also incorporate settlement terms agreed to by the Parties. The Settlement will also permit Pittsburgh Water to continue its existing reimbursement program, which provides for reimbursement of LSLR costs based on income. Pittsburgh Water has already made significant progress toward removing lead service lines from its water system, and the approval of the LSLR Program consistent with the Settlement will allow Pittsburgh Water to continue these efforts going forward.

The Settlement was reached after the Parties conducted discovery and engaged in detailed settlement discussions. It therefore represents a reasonable resolution of this proceeding, is in the public interest and should be approved without modification.²

I. BACKGROUND

On February 15, 2024, Pittsburgh Water filed its Petition for Approval of its Lead Service Line Replacement Program (“LSLR Petition”), in accordance with Section 1311(b) of the Public Utility Code, 66 Pa. C.S. § 1311(b), Chapter 65 of the Commission’s regulations, 52 Pa. Code §§ 65.51 *et seq.*, and the Commission’s March 14, 2022 Final Rulemaking Order Implementing Act 120 of 2018 at Docket No. L-2020-3019521. As discussed in the LSLR Petition, Pittsburgh Water’s existing program to replace lead service lines has been reviewed and approved by the Commission in a number of prior proceedings as part of its existing Lead Infrastructure Plan. The LSLR Petition sought approval of an LSLR Plan (that would replace its existing Lead Infrastructure Plan) in order to comply with Chapter 65 of the Commission’s regulations, and

² See Joint Petition at ¶¶ 34-35.

also to reflect the requirements of EPA’s lead and copper regulations,³ with which Pittsburgh Water was required to comply by October 16, 2024.

Also on February 15, 2024, Pittsburgh Water filed a Petition for Waiver of Certain Regulations Regarding its Lead Service Line Replacement Program (“Petition for Waiver”). Through the Petition for Waiver, Pittsburgh Water sought waiver of certain regulation in order to permit it to continue its existing reimbursement program that determines the amount of reimbursement based on income.

The procedural history is discussed in greater detail in the Joint Petition.⁴ The parties engaged in discovery and participated in settlement discussions to try to achieve a settlement of some or all of the issues in this case. As a result of these settlement negotiations, the Joint Petitioners were able to reach a Settlement on all issues as set forth in the Joint Petition. As discussed herein, the Settlement is in the public interest and should be approved without modification.

II. THE SETTLEMENT IS IN THE PUBLIC INTEREST AND SHOULD BE APPROVED WITHOUT MODIFICATION

A. Standard of Review of Settlements

The Commission encourages parties in contested on-the-record proceedings to settle cases.⁵ Settlements eliminate the time, effort and expense the parties must expend litigating a case and at the same time conserve administrative resources. Such savings benefit not only the individual parties, but also the Commission and all ratepayers of a utility, who otherwise may have to bear the financial burden such litigation necessarily entails. The Commission has indicated that

³ 40 C.F.R. § 141.80 *et seq.*

⁴ Joint Petition at ¶¶ 1-7.

⁵ *See* 52 Pa. Code § 5.231.

settlement results are often preferable to those achieved at the conclusion of a fully litigated proceeding.⁶

The focus of inquiry for determining whether a proposed settlement should be recommended for approval is not a “burden of proof” standard, as is utilized for contested matters.⁷ Instead, the benchmark for determining the acceptability of a settlement or partial settlement is whether the proposed terms and conditions are in the public interest.⁸

By definition, a “settlement” reflects a compromise of the positions that the parties of interest have held, which arguably fosters and promotes the public interest. When active parties in a proceeding reach a settlement, the principal issue for Commission consideration is whether the agreement reached suits the public interest.⁹ In their supporting statements, the Joint Petitioners conclude, after discovery and discussion, that this Settlement resolves all issues in this case, fairly balances the interests of the Company and its ratepayers, is in the public interest, and is consistent with the requirements of the Public Utility Code.

Not every issue was of equal concern to every Joint Petitioner. Accordingly, each of the Joint Petitioners’ statements in support does not necessarily address each and every aspect of the Settlement.

⁶ 52 Pa. Code § 69.401.

⁷ See, e.g., *PUC v. Borough of Schuylkill Haven Water Department*, Docket No. R-2015-2470184, et al., Opinion and Order entered Oct. 22, 2015 adopting the Recommended Decision dated Sept. 1, 2015 at 9-10, 2015 Pa. PUC LEXIS 422; *PUC v. City of Lancaster – Bureau of Water*, Docket Nos. R-2010-2179103, et al., Opinion and Order entered July 14, 2011, at 11; *Warner v. GTE North, Inc.*, Docket No. C-00902815, Opinion and Order entered April 1, 1996, 1996 Pa. PUC LEXIS 78.

⁸ *Id.*; see also *PUC v. Allied Utility Services, Inc.*, Docket No. R-2015-2479955, et al., Opinion and Order entered April 7, 2016 adopting the Recommended Decision dated Feb. 26, 2016 at 8, 2016 Pa. PUC LEXIS 73.

⁹ See, e.g., *PUC v. York Water Co.*, Docket No. R-00049165, Opinion and Order entered Oct. 4, 2004 adopting the Recommended Decision dated Aug. 30, 2004.

B. Pittsburgh Water’s Prior Approach to Lead Service Line Replacements

Pittsburgh Water has a comprehensive approach to lead remediation¹⁰ and has obtained prior Commission approval for its existing Lead Infrastructure Plan. Pittsburgh Water’s existing Lead Infrastructure Plan was initially developed to address exceedances of the lead action level in the Pennsylvania Department of Environmental Protection’s (“PA DEP”) lead and copper regulations, as required by an April 26, 2016 PA DEP Administrative Order and a November 17, 2017 Consent Order and Agreement between Pittsburgh Water and PA DEP. Pittsburgh Water’s Lead Infrastructure Plan has been reviewed and approved by the Commission through its recent rate proceedings, Long-Term Infrastructure Improvement Plan (“LTIIIP”), and Stage 1 Compliance Plan proceeding.¹¹

Pittsburgh Water’s current goal, as reflected in the Settlement, is to replace all remaining residential lead service lines (“LSLs”) by the end of 2027.¹² To date, Pittsburgh Water has made significant progress in identifying and replacing LSLs in its service territory. Based on Pittsburgh Water’s analyses, it is estimated that there were 16,600 public lead service lines serving residential customers prior to the commencement of its Lead Infrastructure Plan. As of April 14, 2025, Pittsburgh Water estimates that less than 4,500 public lead service lines serving residential customers and 7,900 residential private side lead service lines remain in Pittsburgh Water’s service territory. As such, Pittsburgh Water’s current approach to LSLRs has been very

¹⁰ See Pittsburgh Water’s Lead Infrastructure Plan, Revised Appendix C to Amended LTIIIP (Docket Nos. P-2018-3005037 and P-2018-3005039).

¹¹ *Pennsylvania Public Utility Commission, et al. v. Pittsburgh Water and Sewer Authority*, Docket Nos. R-2020-3017951 et al.; *Pennsylvania Public Utility Commission, et al. v. Pittsburgh Water and Sewer Authority*, Docket Nos. R-2018-3002645, et al.; *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.

¹² Joint Petition at ¶ 25.

effective, and the LSLR Plan as modified by the Settlement will largely continue this approach that Pittsburgh Water has successfully implemented over a number of years.

C. Pittsburgh Water’s Proposed LSLR Plan

Pittsburgh Water recognizes the extreme importance to Pittsburgh Water, its customers and the Pittsburgh community of continuing to take every reasonable step to making its system lead-free as soon as possible. Accordingly, Pittsburgh Water’s proposed LSLR Program, as modified by the Settlement, continues its commitment to that goal and is therefore in the public interest.

Pittsburgh Water’s proposed LSLR Plan provides a detailed description of Pittsburgh Water’s approach to lead service line replacements, which has been updated to reflect the requirements of Section 1311(b) of the Public Utility Code, Sections 65.51 – 65.62 of the Commission’s regulations, and the EPA’s regulations on lead and copper. The Settlement also supports the requested waiver of Sections 65.58(d), 65.58(d)(1)(iii)(A) and (B), and 65.56(b)(10)(ii) relating to reimbursements to an eligible customer or property owner who replaces their LSL,¹³ so as to permit Pittsburgh Water to continue its existing reimbursement program, which bases the reimbursement amount on the customer’s income level.

D. Settlement Terms

The Settlement supports approval of Pittsburgh Water’s LSLR Plan as modified by the Settlement’s terms.¹⁴ This includes approval of the modified LSLR Plan, waiver of certain regulations related to the reimbursement program, and approval of Tariff provisions included with the LSLR Plan filing.¹⁵ Continuation of Pittsburgh Water’s LSLR Program is in the public interest,

¹³ Joint Petition at ¶ 12.

¹⁴ Joint Petition at ¶ 11.

¹⁵ Joint Petition at ¶ 12.

as it has allowed Pittsburgh Water to make significant progress toward removing lead service lines, and also recognizes the significant resources that Pittsburgh Water has invested in developing and implementing the program.

The Settlement includes terms related to Pittsburgh Water’s service line inventory that was submitted with the filing. Specifically, where needed to meet PA DEP requirements, Pittsburgh Water has agreed to evaluate the feasibility of in-person visits to document interior service line materials for customers who did not return the service line inventory survey or where data submitted was unclear.¹⁶ The Settlement also includes Pittsburgh Water’s commitment to mailing annual notifications to customers with lead or unknown service lines unless otherwise directed.¹⁷ These terms help to ensure the accuracy of the LSL inventory and that customers are regularly informed if they may have a lead service line.

Regarding prioritization of neighborhoods for LSLRs, the Settlement provides that Pittsburgh Water will continue bringing neighborhoods selected for LSLRs to its Community Lead Response Advisory Committee (“CLRAC”) for review and input before finalizing plans.¹⁸ Pittsburgh Water will also continue contacting customers regarding LSLR agreements by mail, phone call and in-person outreach, and during construction, will use door hangers and in-person communication as referenced in the LSLR Plan.¹⁹ Through these terms, Pittsburgh Water will continue providing clear communication with customers via various channels to obtain as many LSLR agreements as possible, and obtaining stakeholder input through the CLRAC on neighborhoods within Pittsburgh Water’s service territory to be prioritized for LSLRs. This level of transparency and communication with customers and the public has been important to the

¹⁶ Joint Petition at ¶ 13.
¹⁷ Joint Petition at ¶ 14.
¹⁸ Joint Petition at ¶ 16.
¹⁹ Joint Petition at ¶ 15.

success of Pittsburgh Water’s LSLR Program to-date and will continue to be important considerations under the Settlement terms.

Similarly, regarding outreach to customers, the Settlement reflects Pittsburgh Water’s ongoing commitment to communicate with customers in various languages. Pittsburgh Water will continue including information in its Lead Communication documents advising that individuals may contact Pittsburgh Water to obtain a translated copy of those materials in Spanish, Ukrainian, Russian, Swahili, Arabic, Dari and Pashto, as well as making a translation service available upon request.²⁰ Pittsburgh Water will also continue translating its website, including all lead information, into 10 different languages.²¹

As noted above, Pittsburgh Water filed a Petition for Waiver seeking waiver of certain regulations to allow it to continue its income-based reimbursement program. The Settlement supports this request by providing that Pittsburgh Water will continue its existing income-based reimbursement program.²² Pittsburgh Water will continue providing outreach materials regarding its reimbursement program via its website, community events, and by the Pittsburgh Water Cares Team.²³ Pittsburgh Water’s reimbursement program is beneficial to customers and encourages customers to replace their own LSL regardless of their income level. Thus, continuation of this reimbursement program consistent with the Settlement is in the public interest.

The Settlement also includes detailed language to be included in Pittsburgh Water’s tariff regarding “Step In Rights” which will allow Pittsburgh Water to replace the customer LSL in certain instances where the property is occupied by someone other than the legal owner, and Pittsburgh Water has not been able to obtain consent from the owner to provide a LSLR at no

²⁰ Joint Petition at ¶ 19.
²¹ Joint Petition at ¶ 20.
²² Joint Petition at ¶ 17.
²³ Joint Petition at ¶ 18.

direct cost.²⁴ These terms are important as they allow Pittsburgh Water to ensure that tenants or other occupants are able to have their lead line replaced under the specified circumstances. These terms also provide a way for such occupants to continue receiving service while preventing partial LSLRs, which are prohibited. In addition, the Settlement clarifies that the requirements for post-replacement restoration also apply for Step In Rights LSLRs.²⁵ As such, the “Step In Rights” terms are clearly in the public interest.

Once a LSLR is completed, the Settlement includes terms addressing post-replacement testing and communications. Under the Settlement, before or at the time of a LSLR, Pittsburgh Water will provide a pitcher/filter kit to the customer, as well as a 1st Liter (first-draw) and 5th Liter sample kit to LSLR locations three to six months after the LSLR.²⁶ These items will help ensure that the customer’s water is safe in the period immediately following the LSLR. Pittsburgh Water will also update its communications materials regarding the use of water filters to advise that customers should use an NSF-certified lead-reducing water filter for at least six months after a LSLR, regardless of the tap sampling results.²⁷

Finally, the Settlement reflects Pittsburgh Water’s commitment to replacing residential lead service lines well in advance of the current regulatory deadlines. Pittsburgh Water’s current goal is to replace all remaining residential LSLs in its system by the end of 2027.²⁸ Additionally, Pittsburgh Water will comply with applicable EPA regulations to replace all LSLs by the end of 2037, and will update its LSLR Plan to reflect its projected timeframe to complete all LSLRs in accordance with EPA requirements.²⁹ This settlement term provides a clear, updated timeline for

²⁴ Joint Petition at ¶ 23.
²⁵ Joint Petition at ¶ 24.
²⁶ Joint Petition at ¶ 21.
²⁷ Joint Petition at ¶ 22.
²⁸ Joint Petition at ¶ 25.
²⁹ Joint Petition at ¶ 25.

the replacement of all residential LSLs, and further updates to the Plan for completion of the remaining LSLRs.

Pittsburgh Water notes that the Settlement provides for approval of revised pages to its LTIP for the Period of January 1, 2023 through December 31, 2027, at Docket No. P-2022-3035953, which is provided as Appendix C to the Joint Petition.³⁰ Pittsburgh Water has also filed a revised *pro forma* Tariff supplement consistent with the Settlement, as Appendix B to the Joint Petition. Further, Pittsburgh Water proposed to file a revised LSLR Plan in compliance with the Commission's Final Order in this proceeding, within 30 days of issuance of the Order.

For the reasons discussed above, the Settlement is in the public interest as it will allow Pittsburgh Water to continue its lead service line replacement program, which has taken significant effort to develop, and which has been and continues to be highly effective at removing numerous lead service lines throughout Pittsburgh Water's service territory. The Settlement memorializes many of the steps that Pittsburgh Water has already taken to protect public health and clearly communicate with customers. The proposed LSLR Plan, as modified by the Settlement, is consistent with the current applicable regulations and will support Pittsburgh Water's current goal of replacing all residential LSLs by the end of 2027. Therefore, the Settlement is in the public interest and should be approved without modification.

³⁰ Joint Petition at ¶ 26.

III. CONCLUSION

The Settlement represents a reasonable resolution of all issues raised by all parties in this proceeding. Its terms are in the public interest and will allow Pittsburgh Water to continue its lead service line replacement program, with modifications to meet current regulatory requirements and comply with the Settlement. The Settlement also reduces the administrative burden on the Commission and the litigation costs of all of the active parties. Accordingly, for the reasons set forth above and in the Joint Petition, Pittsburgh Water submits that the Settlement is in the public interest and should be approved without modification.

Respectfully submitted,

/s/ *Sarah C. Stoner*

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Dated: April 21, 2025

*Counsel for The Pittsburgh Water and Sewer
Authority d/b/a Pittsburgh Water*

APPENDIX E

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of The Pittsburgh Water and Sewer Authority for Approval of its Lead Service Line Replacement Program	:	
	:	Docket No. P-2024-3046468
	:	
	:	
Petition of the Pittsburgh and Sewer Authority for Waiver of Certain Regulations Regarding its Lead Service Line Replacement Program	:	
	:	Docket No. P-2024-3046465
	:	
	:	

STATEMENT IN SUPPORT
OF THE
OFFICE OF CONSUMER ADVOCATE

I. INTRODUCTION

On February 15, 2024, The Pittsburgh Water and Sewer Authority d/b/a Pittsburgh Water (Pittsburgh Water or PWSA) filed with the Pennsylvania Public Utility Commission (Commission) a Petition requesting waiver of Sections 65.58(d), 65.58(d)(1)(iii)(A) and (B), and 65.56(b)(10)(ii) relating to reimbursements included in its Lead Service Line Replacement Program (LSLR Program) (hereinafter referred to as Petition). Also on February 15, 2024, Pittsburgh Water filed a Petition for Waiver of Certain Regulations Regarding its Lead Service Line Replacement Program (“Petition for Waiver”). Through the Petition for Waiver, Pittsburgh Water sought waiver of certain regulations to permit Pittsburgh Water to continue its existing reimbursement program that determines the amount of reimbursement based on income.

On March 6, 2024, the OCA filed Answers to the Petition and Petition for Waiver. In the Answer, the OCA noted that additional information will be necessary for the Commission to determine whether the proposed waivers to the Commission’s regulations for PWSA’s proposed

LSLR program are prudent, cost-effective and will maintain safe, reliable, and reasonable service as required by 66 Pa. C.S. Sections 1352(a)(5), (a)(6) and 1353. The OCA further requested that the matter be referred to the Office of Administrative Law Judge so that hearings can be held. Moreover, given the overlap in issues presented in both the instant Petition and PWSA's proposed LSLR program at Docket No. P-2024-3046465, the OCA requested that these proceedings be consolidated. Also on March 6, 2024, Pittsburgh United filed a Petition to Intervene and Answer to Pittsburgh Water's LSLR Petition and Petition for Waiver.

On April 10, 2024, Administrative Law Judges Steven K. Haas and Alphonso Arnold III (ALJs) issued a Prehearing Conference Order directing the parties to file Prehearing Conference Memorandums. On April 29, 2024, Pittsburgh Water, Pittsburgh United, and the OCA requested in an e-mail that the ALJs hold the matters in abeyance for the parties to engage in settlement discussions.

On April 30, 2024, the Commission issued a Notice formally cancelling the May 3, 2024, prehearing conference. Also on April 30, 2024, the ALJs issued an Interim Order Holding Proceedings in Abeyance. The Interim Order consolidated the proceedings related to the LSLR Petition and Petition for Waiver and directed the Parties to file a Joint Status Report by September 20, 2024. The Parties held settlement discussions and submitted six (6) Joint Status Reports to the ALJs on: September 20, 2024; October 21, 2024; November 20, 2024; December 20, 2024; January 21, 2025; and February 20, 2025. The parties to this proceeding are submitting this Joint Petition pursuant to the Sixth Interim Order issued on February 20, 2025, in which the parties indicated that they have reached a settlement in principle and requested that they be directed to file a Joint Petition for Settlement on or before April 21, 2025.

The OCA, one of the signatory parties to the Joint Petition for Settlement (Settlement), finds the terms and conditions of the Settlement to be in the public interest.

II. STATEMENT IN SUPPORT

The proposed LSLR Program and plan, as modified by the Settlement, will allow Pittsburgh Water to recover the costs for LSL replacements, both Company-owned and customer-owned, through its base rates and DSIC. 66 Pa. C.S. § 1311(b)(2). For customers, the LSLR Program has the potential to provide both financial and public health benefits.

Section 1311(b)(2) of the Public Utility Code provides a process to eliminate the individual financial burden for replacing customer-owned lead service lines by recovering those costs over Pittsburgh Water's entire customer base. If a customer could not have otherwise afforded the replacement of the line, the customer will be able to maintain essential water service. Lead service lines also pose a direct health risk to customers. An LSLR Program can protect public health by helping to ensure the timely removal of the customer-owned lead service lines.

A. Service Line Inventory (Settlement ¶¶ 13-14)

Under the Settlement, where needed to meet Pennsylvania Department of Environmental Protection (PADEP) Inventory requirements, Pittsburgh Water will evaluate the feasibility for in-person visits to document interior service line materials for customers who did not return the lead service line (LSL) inventory survey or where the data submitted was unclear. Settlement ¶ 13. Moreover, the Settlement notes that, after the LSL Inventory was submitted to PADEP in October 2024, Pittsburgh Water began annual notifications to customers by mail to all locations with lead or unknown service lines, and will continue to do so unless directed otherwise by regulatory rule or order. Settlement ¶ 14.

Evaluating the feasibility for in-person visits to document interior service line material for customers who did not return their LSL inventory survey or where the data submitted was unclear is an important step towards ensuring that Pittsburgh Water has an accurate and complete overview of the interior service line materials in its system. Pittsburgh Water's continued annual notifications to customers by mail to customers with lead or unknown service lines also enhances Pittsburgh Water's overview of their system so that any necessary LSLRs can be completed. These provisions are in the public interest.

B. Prioritization (Settlement ¶¶ 15-16)

Under the Settlement, Pittsburgh Water will continue using outreach methods for LSLR agreements including mail, phone call and in-person outreach. Settlement ¶ 15. During construction, Pittsburgh Water will continue using door hangers and in-person communication as referenced in its LSLR Plan. *Id.* Moreover, Pittsburgh Water will continue its process of bringing neighborhoods it has selected for LSL replacements to the Community Lead Response Advisory Committee ("CLRAC") for review and input before finalizing plans. Settlement ¶ 16.

Certainty regarding whether Pittsburgh Water's customers receive Pittsburgh Water's written communication material on this important public health issue was a serious concern of the OCA in negotiating this Settlement. The Settlement's prioritization provisions ensure that Pittsburgh Water continues its outreach practices going forward regarding this important public health issue. As such, these Settlement provisions should be adopted.

C. Reimbursement Program (Settlement ¶¶ 17-18)

Under the Commission's regulations, Section 65.55 requires that entities file a pro forma tariff supplement containing the proposed changes necessary to implement the entity's LSLR program. 52 Pa. C.S. § 65.55(b). Moreover, under Section 65.68 of the Commission's regulations,

the pro forma tariff supplement must reflect the reimbursement program offered to customers and property owners who replace their lead service line within one year before or from LSLR project commencement. 52 Pa. C.S. § 65.58(d).

Pittsburgh Water also requested a waiver of portions of Section 65.56(b)(10)(ii) related to reimbursements:

(b) Planning and replacements. The planning and replacements section of an entity's LSLR plan must include:

[...]

(10) The procedure for documenting refusal of, or failure to accept, the offer by the entity to replace a LSL, including the entity's duty to:

[...]

(ii) Inform the customer or property owner, if the customer is not the property owner, that refusal or failure to accept will require replacement of the customer-owned LSL, at the customer or property owner's expense, within 1 year from LSLR project commencement for the customer or property owner, if the customer is not the property owner, to be eligible for reimbursement.

Petition or Waiver at 5-6 *citing* 52 Pa. C.S. § 65.56(b)(10)(ii).

Pittsburgh Water also requested a waiver of the following Section 65.58 requirements regarding reimbursements:

(d) Reimbursements. An entity shall provide a reimbursement to an eligible customer or property owner, if the customer is not the property owner, who replaced their LSL within 1 year before or from LSLR project commencement.

(1) An entity's pro forma tariff or tariff supplement must include language explaining its reimbursement terms and conditions which shall contain, at a minimum:

[...]

(iii) An explanation of the entity's method for determining eligibility, providing that:

(A) A customer or property owner, if the customer is not the property owner, located within a LSLR project area is eligible for reimbursement of LSLR expenses up to 125% of the average cost the entity would have incurred to perform the replacement of a similarly-sized service line, not to exceed the actual cost.

(B) A customer or property owner, if the customer is not the property owner, shall submit to the entity a detailed estimate and paid invoice from a licensed contractor where applicable, verifying the replacement of the customer-owned LSL. Instead of a detailed estimate, a verified statement from the contractor attesting to completion of a LSLR may be sufficient.

Petition for Waiver at 5 *citing* 52 Pa. C.S. § 65.58(d).

Pittsburgh Water stated that its current reimbursement program differs from the requirements in Section 65.58(d) in five specific ways: (1) PWSA's reimbursement program does not utilize a time restriction on eligibility for reimbursement when Section 65.8(d) limits the time period for reimbursement to within one year before or from LSLR commencement; (2) PWSA's reimbursement program is based on a customer's income as a percentage of the Federal Poverty Level (FPL) while the regulation's approach of structuring reimbursement as an amount up to 125% of the average cost PWSA would have incurred to perform the replacement of a similar-sized service line; (3) PWSA's reimbursement program is not restricted to customers within a LSLR project area, while the regulations limit eligibility to customers or property owners located within a LSLR project area; (4) PWSA's reimbursement program is limited to property owners replacing their lead service lines at their residence while the Commission's regulations provide reimbursement to an eligible customer or property owner, if the customer is not the property owner, and; (5) PWSA does not require their customers to submit an estimate and paid invoice from a licensed contractor, which is required under the regulations. Petition for Waiver at 9-11.

The OCA held multiple informal settlement discussions and meetings with Pittsburgh Water in which the OCA investigated whether the proposed waivers to the Commission's regulations for Pittsburgh's proposed LSLR program are prudent, cost-effective and will maintain safe, reliable, and reasonable service as required by 66 Pa. C.S. §§ 1352(a)(5), (a)(6) and 1353.

Under the Settlement, Pittsburgh Water will continue its existing reimbursement program. Settlement ¶ 17. As a result of these meetings, formal discovery, and the other provisions contained in the Settlement, the OCA determined that Pittsburgh Water's reimbursement program is

reasonable for Pittsburgh Water's system and is in the public interest for Pittsburgh Water's customers. As such, this Settlement provision should be adopted.

D. Customer Outreach (Settlement ¶¶ 19-20)

Under the Settlement, Pittsburgh Water will continue to include information in its Lead Communication documents to advise, in the appropriate languages, that individuals may contact Pittsburgh Water to obtain a translated copy of the Lead Communication documents in Spanish, Ukrainian, Russian, Swahili, Arabic, Dari and Pashto. Settlement ¶ 19. Pittsburgh Water will also continue to make a translation service available to customers on request. *Id.* Moreover, Pittsburgh Water will continue to translate its website, including all lead information, into 10 different languages, including English, Chinese (simplified), Spanish, Korean, Portuguese, Russian, French, German, Hebrew, and Japanese. Settlement ¶ 20.

Ensuring that Pittsburgh Water's customers can understand Pittsburgh's written communication material on this important public health issue is a vital issue. The Settlement's customer outreach provisions make it so that Pittsburgh Water's communication efforts regarding this important public health issue are in a language its customers understand.

E. Post-Replacement Testing Procedures (Settlement ¶¶ 21-22)

Under the Settlement, before or at the time of a LSLR, Pittsburgh Water will leave a pitcher/filter kit. Pittsburgh Water will provide a 1st Liter (first-draw) and 5th Liter sample kit to LSLR locations three to six months after a LSLR. Settlement ¶ 21. Pittsburgh Water will also update its communications materials regarding the use of water filters to state that all customers should use an NSF-certified lead-reducing water filter for at least six months after a LSLR, regardless of the tap sampling results. Settlement ¶ 22.

In reaching the Settlement, the OCA intended to make sure that customers timely receive a water pitcher/filter kit given the public health implications involved in LSLR replacement. The Settlement requires that a pitcher/filter kit is provided at or before the time of an LSLR so customers receive the pitcher/filter kit timely. Moreover, the Settlement's update to Pittsburgh Water's communications materials to include an explanation regarding the use of the water filters for at least six months after an LSLR, regardless of the tap sampling results, provides important health-related information to Pittsburgh Water's customers. These provisions are in the public interest and should be adopted.

F. Step-In Rights (Settlement ¶ 23)

Section 65.58(c)(3) of the Commission's Regulations provides:

An entity may establish a process to address replacement of a customer-owned LSL to avoid termination of service when a property owner who is not the customer is nonresponsive to an entity's offer to replace a customer-owned LSL.

52 Pa. Code § 65.58(c)(3).

In accordance with Section 65.58(c)(3) of the Commission's Regulations, under the terms of the Settlement, Pittsburgh Water will include a section in its tariff providing Step-In Rights to address replacement of a Customer Owned Lead Service Line (COLSL) to avoid termination of service when a property owner who is not the Customer is nonresponsive to an entity's offer to replace a COLSL. Settlement ¶ 23.

The agreed-upon tariff language makes the following changes to Pittsburgh Water's existing language in Part VI, Section 3, subsection (h) of Pittsburgh Water's tariff:

h. Non-Owner Occupied Properties

The Authority may utilize Step In Rights to replace a Customer Lead Service Line when:

- i. PWSA has offered pursuant to this Tariff to replace at no direct cost to the property owner a Customer Lead Service Line;
- ii. The property is occupied, but not occupied by the legal owner of the property (i.e., the customer is not the property owner); and
- iii. The Authority has made attempts to obtain authorization for the Customer Lead Service Line replacement pursuant to this Tariff and the LSLR 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 not responded to the offer to replace the Customer Lead Service Line.

The Authority may use Step In Rights to replace a Customer Lead Service Line 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 Authority by fax, email or mail (providing the contact information).

The Authority may use Step In Rights to replace a Customer Lead Service Line when the customer provides a Protection From Abuse (PFA) order or other court order with clear evidence of domestic violence.

In the instances described above, 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.

The Authority may decline to use Step In Rights and replace the Customer Lead Service Line where in the Authority's reasonable judgement, replacement would place its workers or utility property at a safety risk or in any other instance in which, in its sole discretion, it would not be reasonable or in the public interest to perform the replacement.

D. Limitation of Liability. In any such instance of a Step In Rights replacement, the Authority, and any person associated with the Authority, 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 Tariff

Settlement ¶ 23.

Including Step-In Rights in Pittsburgh Water's tariff for COLSL replacements benefits Pittsburgh Water, its customers, and residents affected by COLSL replacements. For customers and residents, Step-In Rights helps prevent the termination of vital water service, which can be harmful for customers. 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, specific Step-In Rights provisions related to medical certification and Protection From Abuse (PFA) orders helps ensure that vulnerable customers receive continued water service. At the same time, the Step-In Rights in the Settlement provide Pittsburgh Water the necessary discretion it needs to decide to not step-in and to not perform a replacement where doing the replacement would, in Pittsburgh Water's reasonable judgement, place its workers or utility facilities at a safety risk.

Given the public health concerns related to lead, the Settlement's Step-In Rights permit Pittsburgh Water to take proactive measures to replace COLSLs. Ensuring that all customers and residents do not face prolonged exposure to lead, regardless of the responsiveness of the property owner, promotes equity and the operational efficiency of Pittsburgh Water. The Step-In Rights contained in the Settlement serve the public interest, serve and protect the interests of consumers and the utility alike, and thus should be adopted by the Commission.

G. Restoration (Settlement ¶ 24)

Under the Settlement, Pittsburgh Water agrees to make the following changes (reflected in bold) to its existing tariff language in Part VI, Section 7:

PWSA will restore roadways and public sidewalks, backfill any trenches excavated as part of the replacement process (**including Step In Rights Replacements**) and will fill and seal any wall or floor penetrations in the private home. No other restoration will be conducted for Customer Lead Service Line replacements. PWSA will not replace any landscaping, interior finishes, paving, seeding, or walkways. All restoration costs shall be borne by the Property Owner.

Settlement ¶ 24.

For Pittsburgh Water, the Settlement specifies clear and limited restoration work responsibilities for both Pittsburgh Water and property owners and provides clear limitation of liability for Pittsburgh Water relating to the replacement and restoration work. It serves the public interest to limit Pittsburgh Water's liability when exercising Step-In Rights so that Pittsburgh Water can be motivated to complete necessary replacements without exposing Pittsburgh Water to unreasonable litigation risk. This Settlement provision is in the public interest and should be adopted by the Commission.

H. Program Completion (Settlement ¶ 25)

On November 30, 2023, the U.S. Environmental Protection Agency (EPA) proposed the Lead and Copper Rule Improvements (LCRI), which includes a requirement for water systems to achieve 100% lead pipe replacement within 10 years.¹ LSLs pose a direct health risk to customers. An LSLR program can protect public health by helping to ensure the timely removal of the customer-owned LSL.

Under the Settlement, in accordance with the EPA's LCRI, Pittsburgh Water will complete replacement of all residential lead service lines by the end of 2027. Settlement ¶ 25. Pittsburgh Water will update its LSLR Plan to reflect its projected timeframe for completion of replacing all LSLs in accordance with the LCRI requirements. *Id.*

¹ United States Environmental Protection Agency, Proposed Lead and Copper Rule Improvements, available at: <https://www.epa.gov/ground-water-and-drinking-water/proposed-lead-and-copper-rule-improvements> (previously accessed on April 17, 2025).

Replacing lead service lines as soon as practicable is crucial to public safety. Committing Pittsburgh Water to the EPA’s LCRI time period is a step towards ensuring that PWSA replaces its lead service lines within a reasonable time frame.

I. Long-Term Infrastructure Improvement Plan (Settlement ¶ 26)

In its Petition, Pittsburgh Water requested proposed revisions to its LSLR program. Under the Settlement, Pittsburgh Water will file revised pages to its Long-Term Infrastructure Improvement Plan (“LTIIIP”) for the Period of January 1, 2023 through December 31, 2027, at Docket No. P-2022-3035953. Settlement ¶ 26. These revised pages reflect the changes made to Pittsburgh Water’s LSLR Program under the Settlement. As such, this provision is in the public interest and should be adopted by the Commission.

Respectfully submitted,

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Date: April 21, 2025

APPENDIX F

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of The Pittsburgh Water and Sewer :
Authority for Approval of its Lead Service : Docket No. P-2024-3046468
Line Replacement Program :
:
:
Petition of The Pittsburgh Water and Sewer :
Authority for Waiver of Certain Regulations : Docket No. P-2024-3046465
Regarding its Lead Service Line :
Replacement Program :

**STATEMENT OF THE PITTSBURGH UNITED OUR WATER TABLE IN SUPPORT
OF THE JOINT PETITION FOR SETTLEMENT**

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I. INTRODUCTION

The Pittsburgh United's Our Water Table (Our Water Table), a signatory party to the Joint Petition for Settlement (Joint Petition or proposed Settlement), by and through its counsel at the Pennsylvania Utility Law Project, respectfully requests that the terms and conditions contained therein be approved without modification by the Honorable Administrative Law Judges (ALJs) Alphonso Arnold III and Steven K. Haas, and the Pennsylvania Public Utility Commission (Commission). For the reasons stated more fully below, the Our Water Table believes that the terms and conditions of the proposed Settlement are in the public interest and should be approved.

The Our Water Table intervened in this proceeding to ensure that Pittsburgh Water and Sewer Authority d/b/a Pittsburgh Water (Pittsburgh Water) is able to continue its Lead Service Line Replacement (LSLR) programming, and that this programming continues to operate according to the terms of prior Commission-approved Settlements.¹ While Our Water Table voiced its general support for Pittsburgh Water's proposal to continue its LSLR programming without substantial amendment, Our Water Table was concerned that Pittsburgh Water's proposals in the instant proceeding could potentially differ from its current programs and the terms of prior Commission-approved Settlements.²

The Our Water Table and the other parties engaged in informal discovery and extensive negotiation to reach an agreement that would ensure that Pittsburgh Water's LSLR program complies with prior settlement terms and adequately protects low-income customers and other vulnerable customer groups from the dangers of lead exposure and service termination to tenants due to unresponsive landlords.

¹ Our Water Table Pet. to Intervene and Answer at ¶ 14-15.

² *Id.*

The proposed Settlement reasonably addresses a range of issues raised in Our Water Table's petition to intervene and those raised by other parties. The resolution of these issues represents a fair and balanced approach which satisfies the varied interests of the Settling parties in a reasonable and just manner. As such, and for the specific reasons discussed in further depth below, the Our Water Table asserts that the proposed Settlement is in the public interest and should be approved without modification.

II. BACKGROUND

For the purposes of this Statement in Support, the Our Water Table adopts the background and procedural history set forth in Paragraphs 1-10 the proposed Settlement.

III. TERMS AND CONDITIONS OF SETTLEMENT

For the reasons discussed below, the Our Water Table asserts that the proposed Settlement presents a reasonably balanced resolution to the issues raised in this proceeding. The terms agreed to by the parties in this proceeding provide reasonable resolutions that results in a just and equitable program. The Our Water Table urges the ALJs and the Commission to approve the proposed Settlement as a whole and without modification.

A. Service Line Inventory

As indicated in our Petition to Intervene and Answer, the Our Water Table supports Pittsburgh Water's efforts to remove all LSLs in its system. To that end, Pittsburgh Water must take steps to ensure that it has a full and complete inventory of all of the LSLs that need to be replaced. Pittsburgh Water has indicated that its LSL Inventory was submitted to Pennsylvania Department of Environmental Protection (PA DEP) in October 2024, after which Pittsburgh Water

began annual notifications to customers by mail to all locations with lead or unknown service lines.³

Under the Terms of the Settlement, Pittsburgh Water will continue these annual notifications until and unless directed otherwise by regulatory rule or order.⁴ Additionally, where needed to meet the PA DEP Inventory requirements, Pittsburgh Water will evaluate the feasibility for in-person visits to document interior service line materials for customers who did not return the lead service line inventory survey or where the data submitted was unclear.⁵

The Our Water Table respectfully asserts that these terms represent a reasonable process for continuing to ensure that Pittsburgh Water is able to identify and inventory all LSLs in its system so that they can be replaced. As such, these terms are just and reasonable and in the public interest.

B. Prioritization

The prioritization criteria used by Pittsburgh Water for its LSLR programming has been an utmost concern for Pittsburgh Water and is subject to carefully crafted settlement terms in prior proceedings. Our Water Table also sought to ensure that households eligible LSLRs have adequate notice and information to obtain LSLRs and to protect themselves from the dangers of lead exposure due to the release of lead during the LSLR construction process.

Under the terms of the Settlement, Pittsburgh Water will continue using outreach methods for LSLR agreements including mail, phone call and in-person outreach and, during construction, Pittsburgh Water will continue using door hangers and in-person communication as referenced in

³ Joint Pet. at ¶ 13.

⁴ *Id.*

⁵ *Id.* at ¶ 14.

its LSLR Plan.⁶ Pittsburgh Water will continue its process of bringing neighborhoods it has selected for LSL replacements to CLRAC for review and input before finalizing plans.⁷

These terms are consistent with the prior agreements between Pittsburgh Water, Our Water Table, and other parties. They represent a just and reasonable plan to continue to ensure that households eligible LSLRs are adequately informed of the availability of LSLRs and the dangers of lead exposure due to the release of lead during the LSLR construction process. Thus, they are just and reasonable, and in public interest.

C. Reimbursement Program

PWSA's current tiered income-based reimbursement program was developed through careful negotiation with multiple parties through the course of several successive litigated proceedings, and was of particular importance to Pittsburgh United's Our Water Table.⁸ Through the Pittsburgh Water's initial rate case,⁹ its State 1 Compliance Plan Proceeding,¹⁰ and subsequent collaboration with Pittsburgh Water's Community Lead Response Advisory Committee (CLRAC), the parties balanced complex considerations of cost, program accessibility, and fundamental principles of equity to refine its tiered approach to reimbursement.¹¹

The income-based reimbursement program that allows a water customer who is not part of a PWSA Construction Program to replace a private LSL and apply for reimbursement for some or all of the costs depending on the customer's income level.¹²

⁶ *Id.* at ¶ 15.

⁷ *Id.* at ¶ 16.

⁸ OWT Pet. to Intervene and Answer at ¶ 16; *See also Pa. PUC v. PWSA*, R-2018-3002645; *PWSA Stage 1 Compliance Plan Proceeding*, M-2018-2640802, P-2018-3005037.

⁹ *Pa. PUC v. PWSA*, R-2018-3002645.

¹⁰ *PWSA Stage 1 Compliance Plan Proceeding*, M-2018-2640802, P-2018-3005037.

¹¹ Pittsburgh Water LSLR Plan at 25.

¹² Pittsburgh Water LSLR Plan at 12, 25 (Note: PWSA Operations will replace the public side at the same time if it is determined to be lead.).

PWSA's reimbursement program provides income-based reimbursement with those at less than 300% of Federal Poverty Level ("FPL") receiving 100% reimbursement of eligible cost, those at 301-400% of FPL receiving a 75% reimbursement, those at 401-500% of FPL receiving a 50% reimbursement and those at greater than 500% of FPL receiving a \$1,000 reimbursement.¹³

Ultimately, the tiered process ensures that low-income customers, who are most often without upfront capital or expendable income, are able to equitably access PWSA's reimbursement program without risk of shouldering unaffordable costs.

Under the terms of the Settlement, Pittsburgh Water will continue its existing reimbursement program and will continue providing outreach materials regarding its reimbursement program via its website, community events, and by the Pittsburgh Water Cares Team.¹⁴

These terms are consistent with the prior agreements between Pittsburgh Water, Our Water Table, and other parties. When coupled with PWSA's other LSLR program components, including its free Neighborhood, Emergency/Urgent, and Small Diameter Water Main Replacement (SDWMR) LSLR programs,¹⁵ a tiered reimbursement program structure supports PWSA's overarching goal to replace all lead service lines while reasonably limiting costs recovered from other ratepayers.¹⁶

D. Customer Outreach

The Our Water Table is fundamentally concerned with the equitable treatment of people with limited English proficiency, and it is of the greatest importance that these vulnerable

¹³ Petition at ¶ 22; Plan at 25.

¹⁴ Joint Pet at ¶¶ 17-18.

¹⁵ See Pittsburgh Water LSLR Plan at 12-22.

¹⁶ OWT Pet. to Intervene and Answer at ¶ 16.

consumers are adequately informed about the dangers of lead exposure and the availability of LSL replacements. To adequately protect themselves they must be provided with this vital information in a language that they can understand.

Under the terms of the Settlement, Pittsburgh Water will continue to include information in its Lead Communication documents to advise, in the appropriate languages, that individuals may contact Pittsburgh Water to obtain a translated copy of the Lead Communication documents in Spanish, Ukrainian, Russian, Swahili, Arabic, Dari and Pashto. Pittsburgh Water will also continue to make a translation service available to customers on request.¹⁷ Pittsburgh Water will continue to translate its website, including all lead information, into 10 different languages, including English, Chinese (simplified), Spanish, Korean, Portuguese, Russian, French, German, Hebrew, and Japanese.¹⁸

These terms will help ensure that non-English speaking consumers are adequately informed about the dangers of lead exposure and how to participate in Pittsburgh Water LSLR program through information that they can read and understand in their native language. Thus, these terms are just, equitable, and in the public interest.

E. Post-Replacement Testing Procedures

In its initial review of Pittsburgh Water's Petition for LSLR, the Our Water Table found that PWSA stated it was proposing a higher action level than previously agreed – indicating a lead action level of 15 parts per billion (ppb), compared to the 10 ppb agreed to in a Commission-approved settlement in PWSA's prior LTIIP proceeding.¹⁹ Pittsburgh United's Our Water Table also voiced concern that PWSA appears to have amended its post-replacement testing procedures.

¹⁷ Joint Pet. at ¶ 19.

¹⁸ *Id.* at ¶ 20.

¹⁹ OWT Pet. to Intervene and Answer at ¶ 15b.

In PWSA's prior-approved LSLR plan, PWSA indicated that it would leave a test kit at the property immediately following the replacement. However, the Petition, indicated that it has revised its Post-Construction sampling procedures and would mail the testing kit to the customer three to six months after the completion of the LSLR.

Subsequently, Pittsburgh Water filed a Revised Page 22 of its proposed LSLR Plan indicating its statement that it would use measurements exceeding 15 ppb of lead as an action level and correcting that it intends to use measurements exceeding 10 ppb, consistent with PWSA's current practices.²⁰ Additionally, under the terms of the Settlement, Pittsburgh Water will leave a pitcher/filter kit either before or at the time of a LSLR *and* will provide a 1st Liter (first-draw) and 5th Liter sample kit to LSLR locations three to six months after a LSLR.²¹ Pittsburgh Water will also update its communications materials regarding the use of water filters to state that all customers should use an NSF-certified lead-reducing water filter for at least six months after a LSLR, regardless of the tap sampling results.²² The correction to the LSLR plan and the provisions in the Settlement regarding post replacement information and testing procedures will help ensure that customers are adequately informed about the dangers of lead exposure. They will also help ensure customers are alerted if lead levels in their water spike post replacement. Thus, in total, these provisions address the Our Water Table's concerns regarding Pittsburgh Water's post replacement testing procedures.

F. Step-In Rights

Throughout the development and implementation of Pittsburgh Water's currently operating LSLR programs, the Our Water Table has been concerned about the threat of lead

²⁰ See Pittsburgh Water March 19, 2024, Letter Re: Revised p. 22 of Proposed LSLR Plan.

²¹ Joint Pet. at ¶ 21.

²² *Id.* at ¶ 22.

exposure and/or service termination to tenants whose landlords ignore or refuse to participate in the LSLR program. To address these situations, the Commission has ordered that Pittsburgh Water be allowed to use step-in rights to provide LSLR and protect tenants where the landlord fails to respond to Pittsburgh Water LSLR communications.²³

Under the terms of the Settlement, Pittsburgh Water will make several changes to its existing tariff language to clarify the situations in which it will use its step in rights.²⁴ In addition to the existing language regarding the use of step-in rights in situations where the landlord fails to respond to Pittsburgh Water's offer of a free LSL replacement, the tariff language will also allow the use of step in rights where the tenant submits a medical certificate or PFA order.²⁵

These changes will help ensure that Pittsburgh Water is able to use its Step-in Rights to protect medically vulnerable customers and victims of domestic violence from the dual threat of lead exposure and/or service termination due to the landlord's refusal to participate in Pittsburgh Water's LSLR program. Thus, these terms are just and reasonable and in the public interest..

G. Restoration

In addition to the adjusted tariff language regarding situations where it may use Step-In Rights, Pittsburgh Water will also amend its tariff language regarding property restoration to indicate it will use restoration procedures in situations where it makes step in rights replacements.²⁶ This provision will help ensure that property owners and the public rights of way receive the same level of property restoration in situations where Pittsburgh Water uses its step in rights that they

²³ *Implementation of Chapter 32 of the Public Utility Code Regarding Pittsburgh Water and Sewer Authority – Stage 1*, M-2018-2640802, Opinion and Order at 31-32 (entered Feb. 4, 2021).

²⁴ Joint Pet. at ¶ 23.

²⁵ *Id.*

²⁶ Joint Pet. at ¶ 24.

would in a standard LSLR replacement. Thus, this term is just and reasonable, and in the public interest.

H. Program Completion

The Our Water Table voiced its support for Pittsburgh Water’s goal of replacing all remaining lead service lines in its system by 2026.²⁷ However, during the course of informal discovery it became apparent that, due to external funding considerations, Pittsburgh Water would need additional time to complete the replacements. Under the terms of the Settlement, Pittsburgh Water will update its Plan to reflect its revised goal to replace all remaining residential lead service lines in its system by the end of 2027.²⁸ The Our Water Table understands that Pittsburgh Water has made substantial progress through its currently operating LSLR program and, considering the other terms of the Settlement does not object to this extension. The Our Water Table also believes that it is important that the Plan include the accurate projection for completion. Thus, this term is just and reasonable, and in the public interest.

IV. THE SETTLEMENT IS IN THE PUBLIC INTEREST

The Commission’s regulations lend unambiguous support for settlements and declare: “It is the policy of the Commission to encourage settlements.” 52 Pa. Code § 5.231. The Commission has also set explicit policy guiding settlement of a major rate case, explaining in its codified statement of policy that “the results achieved from a negotiated settlement or stipulation, or both, in which the interested parties have had an opportunity to participate are often preferable to those achieved at the conclusion of a fully litigated proceeding.” 52 Pa. Code § 69.401. Settlements are preferred, at least in part, because they “lessen the time and expense that Parties must expend

²⁷ OWT Pet. to Intervene and Answer at ¶ 14.

²⁸ Joint Pet. at ¶ 25.

litigating a case and, at the same time, conserve resources.” *See Commonwealth of Pa. et al. v. IDT Energy, Inc.*, Docket No. C-2014-2427657, at 35-37 (Tentative Order entered June 30, 2016).

In reviewing whether to approve a proposed settlement, the Commission must determine whether the terms and conditions are in the public interest based on a preponderance of the evidence “showing a likelihood or probability of public benefits that need not be quantified or guaranteed.” *See id.* (quoting *Popowsky v. Pa. PUC*, 594 Pa. 583, 937 A.2d at 1040 (2007)). Historically, the Commission has defined the public interest as inclusive of ratepayers, shareholders, and the regulated community at large. *See id.* (citing *Pa. PUC v. Bell Atlantic Pennsylvania, Inc.*, Docket No. R-00953409 (Order entered Sept. 29, 1995)). Of course, proposed settlement terms must also be consistent with applicable law. *See id.* (citing *Dauphin County Indus. Dev. Auth. v. Pa. PUC*, 2015 Pa. Commw. LEXIS 381 (Sept. 9, 2015)).

The proposed Settlement was achieved by the Joint Petitioners after an investigation of Pittsburgh Water’s filings. The Joint Petitioners engaged in discovery to investigate Pittsburgh Water’s filings and proposals. The proposed Settlement was developed after extensive negotiation and consideration by the Joint Petitioners.

The Our Water Table asserts that the proposed Settlement is in the public interest. The proposed Settlement represents a balanced compromise of the issues raised by the Settling parties and amicably resolves a substantial number of issues raised in this proceeding, thereby avoiding additional costly litigation on these issues. The proposed Settlement is consistent with Commission rules and practice encouraging settlements, set forth in 52 Pa. Code §§ 5.231, 69.391, 69.401-69.406, and is supported by substantial record evidence. For these reasons, and the reasons set forth throughout this Statement in Support, the Our Water Table submits the proposed Settlement is just, reasonable, in the public interest, and should be approved without modification.

V. CONCLUSION

The proposed Settlement was achieved by the Joint Petitioners after an investigation of Pittsburgh Water's filings and extensive negotiations amongst the parties. The Pittsburgh United Our Water Table asserts that the proposed Settlement is a reasonable resolution to a variety of complex issues, is in the public interest, and should be approved. Acceptance of the proposed Settlement avoids the necessity of further administrative and possible appellate proceedings about the settled issues – which would have been undertaken at a substantial cost to the Joint Petitioners. Accordingly, the Our Water Table respectfully requests that the Honorable ALJ Arnold and ALJ Haas, and the Commission approve the proposed Settlement without modification.

Respectfully submitted,
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