

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of Pittsburgh Water and Sewer	:	
Authority for Approval of its Lead Service	:	P-2024-3046468
Line Replacement Program and Related Tariff	:	
Changes	:	

Petition of Pittsburgh Water and Sewer	:	
Authority for Waiver of Certain Regulations	:	P-2024-3046465
Regarding its Lead Service Line Replacement	:	
Program	:	

RECOMMENDED DECISION

Before
Steven K. Haas
Alphonso Arnold III
Administrative Law Judges

INTRODUCTION

This Decision recommends that the Pennsylvania Public Utility Commission (“Commission”) approve a unanimous Joint Petition for Settlement (“Joint Petition” or “Settlement”) without modification. The Settlement modifies a proposed lead service line replacement program and the utility’s tariff, and requests waivers of certain Commission regulations in order to permit it to continue its existing reimbursement program that determines the amount of reimbursement for water customers who replace their private lead service lines at their own cost based on the income of the customer.

HISTORY OF THE PROCEEDING

On February 15, 2024, the Pittsburgh Water and Sewer Authority (“Pittsburgh Water” or “PWSA”) 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. Pittsburgh Water’s LSLR Petition seeks 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”). 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 seeks a waiver of certain regulations in order to permit it to continue its existing reimbursement program that determines the amount of reimbursement based on income.

On March 6, 2024, OCA filed an Answer to Pittsburgh Water’s LSLR Petition, as well as an Answer to the Petition for Waiver. Also on March 6, 2024, the Pittsburgh United Our Water Table (“Pittsburgh United” or “Our Water Table”) filed a Petition to Intervene and Answer to Pittsburgh Water’s LSLR Petition and Petition for Waiver.

On April 8, 2024, the Commission issued a Telephonic Prehearing Conference Notice, scheduling these matters for a prehearing conference on May 3, 2024, and assigning the matters to the undersigned Administrative Law Judges (“ALJs”). The prehearing conference was later cancelled, on April 30, 2024, after the parties to this

proceeding asked us to hold the proceedings in abeyance while they have settlement discussions.

On April 30, 2024, we 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 us of the status of settlement discussions between the Parties. The Parties held settlement discussions and submitted six (6) Joint Status Reports on: September 20, 2024; October 21, 2024; November 20, 2024; December 20, 2024; January 21, 2025; and February 20, 2025.

On April 21, 2025, Pittsburgh Water, OCA, and Pittsburgh United (together, “Joint Petitioners” or “the Parties”) submitted a Joint Petition for Settlement which resolved all issues in both the LSLR Petition proceeding and the Petition for Waiver proceeding. Included with the Joint Petition are Pittsburgh Water’s pro forma tariff supplement and revised Long-Term Infrastructure Improvement Plan pages, attached as Appendices B and C, respectively, as well as each party’s Statement in Support of the settlement, attached as Appendices D, E and F.

SETTLEMENT TERMS¹

The Joint Petitioners have agreed to the following terms and conditions, which are set forth verbatim, including headings and paragraph numbers, from the Joint Petition.

12. The Settlement is conditioned upon the Commission: (1) approving Pittsburgh Water’s LSLR Plan filed in this proceeding, except as modified consistent with

¹ Joint Petition pp. 3-8.

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 4 #120576792v2 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. 5 #120576792v2 E. Post-Replacement Testing Procedures.

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 cannot be identified; (ii) the legal owner cannot 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 6 #120576792v2 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.

DISCUSSION

Legal Standards

LSLR Regulations

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

Exposure to lead in drinking water can cause serious health effects in all age groups. Infants and children can have decreases in IQ and attention span. Lead exposure can lead to new learning and behavior problems or exacerbate existing learning and behavior problems. The children of women who are exposed to lead before or during pregnancy can have increased risk of these adverse health effects. Adults can have increased risks of heart disease, high blood pressure, kidney or nervous system problems.^[2]

² 40 C.F.R. § 141.85(a)(1)(ii).

In October 2018, then Governor Wolf signed into law Act 120 of 2018, which became effective on December 23, 2018.³ Act 120 of 2018 amended Section 1311(b) of the Code in order to authorize water utilities to pursue comprehensive replacement of lead service lines that remain in service across Pennsylvania, subject to Commission approval.⁴ Specifically, Act 120 of 2018 provides that replacing a customer-owned LSL does not make the utility the owner of the new service line on the customer's property.⁵ Act 120 of 2018 also directs the Commission to establish standards to ensure a warranty on the utility's replacement work, and reimburse customers who replaced lead service lines at their own cost.⁶ Additionally, Act 120 of 2018 establishes the accounting and ratemaking treatment of lead service line replacement costs by providing that the customer-owned portion of LSLs may be included in a regulated utility's rate base upon which it is authorized to earn a return.⁷

As mandated by Act 120 of 2018, the Commission promulgated LSLR regulations that require certain water utilities to remove and replace all lead service lines, regardless of whether those lines are customer-owned or utility-owned, within 25 years⁸ and to file a plan for lead service line removal no later than July 23, 2023.⁹ Said LSLR Plan must include: (1) a service line inventory that complies with EPA regulations at 40 CFR 141.1-143.20, and identifies all assumptions; (2) a planning and replacements section explaining, among other things, anticipated sources of financing, the projected number of replacements per year, prioritization criteria, processes and procedures upon acceptance and refusal of a LSLR by a customer or property owner, and the utility's disposal and recycling efforts; and (3) a communications, outreach, and education section

³ Act of October 24, 2018, P.L. 738, No. 120 (Act 120 of 2018).

⁴ 66 Pa.C.S. § 1311(b).

⁵ 66 Pa.C.S. § 1311(b)(2)(i).

⁶ 66 Pa.C.S. § 1311(b)(2)(vii)(B).

⁷ 66 Pa.C.S. § 1311(b)(2)(i)-(iii).

⁸ 52 Pa. Code § 65.53(a).

⁹ 52 Pa. Code § 65.55(a).

that includes copies of all LSLR documentation and the creation of a website that meets certain regulatory requirements.¹⁰ In addition, an entity that has a Commission-approved LTIP shall include with its LSLR program petition a modified LTIP containing a LSLR Plan as a separate and distinct component of the entity's LTIP.¹¹

A public utility's pro forma tariff containing proposed changes necessary to implement the entity's LSLR program must address: (1) an annual cap for the replacement of customer-owned LSLs; (2) service line demarcation; (3) partial LSLRs; (4) reimbursements; and (5) warranties.¹²

Waiver of Commission regulations

Pittsburgh Water in this proceeding has requested the waiver of certain Commission regulations in order to permit it to continue its existing reimbursement program that determines the amount of reimbursement based on income. The Commission may waive its regulations if the waiver is in the public interest under the Commission's statutory authority to rescind or modify regulations or orders.¹³ 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.¹⁴

¹⁰ 52 Pa. Code § 65.56.

¹¹ 52 Pa. Code § 65.54(b).

¹² 52 Pa. Code § 65.58.

¹³ *Duquesne Light Petition for Waiver of the Three Business Day Switching Requirements Under 52 Pa. Code § 57.174*, Docket No. P-2014-2448863, at 8 (Order entered Dec. 4, 2014) (citing 66 Pa.C.S. § 501(a)).

¹⁴ 52 Pa. Code § 5.43(b).

Settlements Must Serve the Public Interest

The Joint Petitioners achieved a settlement of this proceeding. Commission policy promotes settlements.¹⁵ 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 recognizes that settlement results are often preferable to those achieved at the conclusion of a fully-litigated proceeding.¹⁶ In order to accept a settlement, the Commission must determine that the proposed terms and conditions are in the public interest.¹⁷ In addition, the Commission has held that parties to settled cases are afforded flexibility in reaching amicable resolutions, so long as the settlement is in the public interest.¹⁸

LSLR Program

PWSA filed its LSLR Petition on February 15, 2024, seeking approval of its LSLR Plan in compliance with the Commission's LSLR Regulations, to address the removal and replacement of LSL in its service territory. Attached to the LSLR Petition was PWSA's LSLR Plan,¹⁹ proposed revised pages of PWSA's current Commission approved Second LTIIP,²⁰ and PWSA's pro forma tariff supplement with proposed

¹⁵ 52 Pa. Code § 5.231.

¹⁶ 52 Pa. Code § 69.401.

¹⁷ *Pa. Pub. Util. Comm'n, v. Duquesne Light Co.*, Docket No. M-2023-3037937 (Opinion and Order entered Dec. 7, 2023), *Pa. Pub. Util. Comm'n v. CS Water & Sewer Assocs.*, Docket No. R-881147 (Opinion and Order entered Jul. 22, 1991).

¹⁸ *Pa. Pub. Util. Comm'n v. MXenergy Elec. Inc.*, Docket No. M-2012-2201861 (Opinion and Order entered Dec. 5, 2013).

¹⁹ LSLR Petition, Appendix A.

²⁰ LSLR Petition, Appendix B.

changes necessary to implement the LSLR Plan.²¹ These documents were updated as a result of the Settlement reached between the Parties.

Service Line Inventory (Settlement ¶¶ 13-14)

Pursuant to the Settlement, PWSA 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 where needed to meet PA DEP requirements.²² PWSA also commits through the Settlement to continue mailing annual notifications to customers with lead or unknown service lines until otherwise directed.²³ PWSA explains that these terms help to ensure the accuracy of the LSL inventory, and that customers are regularly informed if they may have a LSL.²⁴

OCA supports these Settlement terms, arguing that evaluating the feasibility for in-person visits is an important step towards ensuring that PWSA has an accurate and complete overview of the interior service line materials in its system. OCA also argues that PWSA's continued annual notifications to customers by mail to customers with lead or unknown service lines enhances PWSA's overview of their system so that any necessary LSLRs can be completed.²⁵

Pittsburgh United supports these Settlement terms, asserting that these terms represent a reasonable process for continuing to ensure that PWSA is able to identify and inventory all LSLs in its system so that they can be replaced.²⁶

²¹ LSLR Petition, Appendix C.

²² Settlement ¶ 13.

²³ Settlement ¶ 14.

²⁴ PWSA Statement in Support, p. 7.

²⁵ OCA Statement in Support, p. 4.

²⁶ Pittsburgh United Statement in Support, p. 3.

Prioritization (Settlement ¶¶ 15-16)

Pursuant to the Settlement, PWSA will continue bringing neighborhoods selected for LSLRs to its CLRAC for review and input before finalizing replacement plans.²⁷ PWSA will also continue contacting customers regarding LSLR agreements by mail, phone call, and in-person outreach. During construction, PWSA will use door hangers and in-person communication to contact customers.²⁸ Through these Settlement terms, PWSA argues that it 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 PWSA's service territory to be prioritized for LSLRs.²⁹

OCA notes that certainty regarding whether customers receive PWSA's written communication material on LSLRs was a serious concern of OCA in negotiating the Settlement. Thus, OCA supports these Settlement terms, arguing that the prioritization provisions ensure that PWSA continues its outreach practices going forward regarding the important public health issue caused by lead lines.³⁰

Pittsburgh United supports these Settlement terms, arguing that the terms ensure that households eligible for 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.³¹

²⁷ Settlement ¶ 15.

²⁸ Settlement ¶ 16.

²⁹ PWSA Statement in Support, p. 7.

³⁰ OCA Statement in Support, p. 4.

³¹ Pittsburgh United Statement in Support, pp. 3-4.

Reimbursement Program (Settlement ¶¶ 17-18)

PWSA's existing income-based reimbursement program 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. The 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.³²

Pursuant to the Settlement, PWSA will continue its existing reimbursement program and will also continue to provide outreach materials regarding its reimbursement program via its website, community events, and by the Pittsburgh Water Cares Team.³³ PWSA submits that its reimbursement program is beneficial to customers and encourages customers to replace their own LSL regardless of their income level.³⁴

OCA notes that it held multiple settlement discussions with PWSA with respect to PWSA's proposed waivers of the Commission's regulations relating to reimbursements and that as a result of these meetings, formal discovery, and the other provisions contained in the Settlement. OCA believes that PWSA's reimbursement program, to be continued through the Settlement, is reasonable for PWSA's system and is in the public interest for PWSA's customers.³⁵

³² Petition ¶ 22.

³³ Settlement ¶¶ 17, 18.

³⁴ PWSA Statement in Support, p. 8.

³⁵ OCA Statement in Support, pp. 6, 7.

Pittsburgh United argues that PWSA's reimbursement program supports PWSA's overarching goal to replace all lead service lines while reasonably limiting costs recovered from other ratepayers by ensuring that low-income customers, customers who are most often without upfront capital or expendable income, are then able to equitably access PWSA's reimbursement program without risk of shouldering unaffordable costs. Therefore, Pittsburgh United supports these Settlement terms.³⁶

Customer Outreach (Settlement ¶¶ 19-20)

Pursuant to the Settlement PWSA will continue to include information in its Lead Communication documents to advise, in the appropriate languages, that individuals may contact PWSA to obtain a translated copy of the Lead Communication documents in several different languages and continue to make a translation service available to customers on request.³⁷ PWSA will also continue to translate its website, including all lead information, into 10 different languages.³⁸ PWSA submits that these Settlement terms reflect PWSA's ongoing commitment to communicate with customers in various languages.³⁹

OCA supports these Settlement terms. OCA submits that ensuring that customers can understand PWSA's written communication material is vital, and these Settlement provisions help facilitate PWSA's communication efforts regarding this important public health issue be in a language its customers can understand.⁴⁰

³⁶ Pittsburgh United Statement in Support, p. 5.

³⁷ Settlement ¶ 19.

³⁸ Settlement ¶ 20.

³⁹ PWSA Statement in Support, p. 8.

⁴⁰ OCA Statement in Support, p. 7.

Noting that it is fundamentally concerned with the equitable treatment of people with limited English proficiency, Pittsburgh United argues that these Settlement terms will help ensure that non-English speaking consumers are adequately informed about the dangers of lead exposure, and how to participate in PWSA's LSLR program, through information that they can read and understand in their own native language.⁴¹

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

Pursuant to the Settlement, before or at the time of a LSLR, PWSA 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.⁴² PWSA 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.⁴³ PWSA argues that these Settlement terms will help ensure that the customer's water is safe in the period immediately following the LSLR.⁴⁴

OCA supports these Settlement terms, arguing that the terms ensure that customers timely receive a water pitcher/filter kit given the public health implications involved in LSLR replacement and provide important health-related information to PWSA's customers.⁴⁵

Pittsburgh United supports these Settlement terms, submitting that these terms help ensure that customers are adequately informed about the dangers of lead

⁴¹ Pittsburgh United Statement in Support, pp. 6-7.

⁴² Settlement ¶ 21.

⁴³ Settlement ¶ 22.

⁴⁴ PWSA Statement in Support, p. 9.

⁴⁵ OCA Statement in Support, p. 8.

exposure and will also help ensure customers are alerted if lead levels in their water spike post-replacement.⁴⁶

Step-In Rights (Settlement ¶ 23)

Pursuant to the Settlement, PWSA will make several changes to its existing tariff language to clarify when PWSA may utilize Step-In Rights to replace a customer owned lead service line (“COLSL”). 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. The tariff language also includes specific Step-In Rights provisions related to medical certification and PFA orders, permitting PWSA to utilize Step-In Rights to replace COLSL when a PFA or medical certification is provided by the resident. Further, the Step-In Rights provisions in the Settlement provide PWSA the necessary discretion it needs to decide to not step-in and to not perform a replacement where doing the replacement would, in the Company’s reasonable judgement, place its workers or utility facilities at a safety risk.⁴⁷ PWSA argues that these terms are important because they allow PWSA to ensure that tenants or other occupants are able to have their lead line replaced under the specified circumstances. These terms, PWSA argues, also provide a way for such occupants to continue receiving service while preventing partial LSLRs, which are prohibited.⁴⁸

OCA supports these provisions, stating that by including Step-In Rights in PWSA’s tariff for COLSL replacements, PWSA, its customers, and residents affected by COLSL replacements, will all benefit. Further, OCA notes that Step-In Rights help prevent the termination of vital water service, which can be harmful for customers. Moreover, OCA argues that the Step-In Rights provisions relating to customers who

⁴⁶ Pittsburgh United Statement in Support, p. 7.

⁴⁷ Settlement ¶ 23.

⁴⁸ PWSA Statement in Support, p. 9.

provide a medical certification or PFA order help ensure that vulnerable customers receive continued water service. Ultimately, OCA concludes that the Settlement's Step-In Rights provisions promote the equity and operational efficiency of PWSA, by allowing them to take proactive measures to replace COLSLs, so that customers and residents do not face prolonged exposure to lead, regardless of the responsiveness of the property owner.⁴⁹

Pittsburgh United supports these Settlement provisions, arguing that the changes to the existing tariff language concerning Step-In Rights ensure that PWSA is able to use 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 PWSA's LSLR program.⁵⁰

Restoration (Settlement ¶ 24)

Pursuant to the Settlement, PWSA will amend its tariff language regarding property restoration to indicate that it will use restoration procedures in situations where it makes Step-In Rights replacements.⁵¹ PWSA states that this term helps clarify that the requirements for post-replacement restoration also apply for Step-In Rights for LSLR.⁵²

OCA supports this Settlement term, arguing that it serves the public interest to limit PWSA's liability when exercising Step-In Rights so that PWSA can be motivated to complete necessary replacements without exposing PWSA to unreasonable litigation risk.⁵³

⁴⁹ OCA Statement in Support, p. 10.

⁵⁰ Pittsburgh United Statement in Support, p. 8.

⁵¹ Settlement ¶ 24.

⁵² PWSA Statement in Support, p. 9.

⁵³ OCA Statement in Support, p. 11.

Pittsburgh United supports this Settlement provision arguing that the provision helps ensure that property owners and the public rights of way receive the same level of property restoration in situations where PWSA uses its Step-In Rights as they would in a standard LSLR.⁵⁴

Program Completion (Settlement ¶ 25)

PWSA's initial LSLR Plan reflected PWSA's goal to replace all remaining residential LSLs in its system by the end of 2026.⁵⁵ Pursuant to the Settlement, PWSA will replace all remaining residential LSLs in its system by the end of 2027 and promises to replace all LSLs in accordance with applicable EPA regulations.⁵⁶ PWSA argues that this Settlement term reflects PWSA's commitment to replacing residential LSLs well in advance of the current regulatory deadlines, which PWSA notes requires LSL replacement by 2037. As such, PWSA states that this term provides a clear, updated timeline for the replacement of all residential LSLs, and further updates to the Plan for completion of the remaining LSLRs.⁵⁷

OCA supports this Settlement term, stating that it ensures the timely removal of the COLSL, which is crucial to public safety given the health risks posed by LSLs.⁵⁸

Pittsburgh United notes that it supported PWSA's initial goal of replacing all remaining LSLs in its system by 2026 but also notes that it became apparent that, due

⁵⁴ Pittsburgh United Statement in Support, pp. 8, 9.

⁵⁵ LSLR Petition ¶¶ 19, 20.

⁵⁶ Settlement ¶ 25.

⁵⁷ PWSA Statement in Support, pp. 9, 10.

⁵⁸ OCA Statement in Support, pp. 11, 12.

to external funding considerations, PWSA would need additional time to complete the replacements. Pittsburgh United does not object to the residential LSLR timeline extension from 2026 to 2027 and believes that it is important that the LSLR Plan includes the accurate projection for completion.⁵⁹

Long-Term Infrastructure Improvement Plan (Settlement ¶ 26)

Pursuant to the Settlement, PWSA will file revised pages to its LTIIIP for the Period of January 1, 2023, through December 31, 2027, at Docket No. P-2022-3035953, as provided in Appendix C to the Settlement.⁶⁰

LSLR Tariff Supplement

Pursuant to the Commission's regulations, PWSA must file a pro forma tariff supplement that includes tariff rules and regulations addressing, among other things, an annual cap, service line demarcation, partial LSLRs, reimbursements, and warranties.⁶¹ The Settlement seeks approval of PWSA's revised pro forma tariff supplement as updated by the Settlement. The pro forma tariff supplement is attached as Appendix B to the Settlement.

Petition for Waiver

Along with its Petition, PWSA filed its Petition for Waiver on February 15, 2024, requesting that the Commission waive the application of the following Section 65.58 requirements regarding reimbursements:

⁵⁹ Pittsburgh United Statement in Support, p. 9.

⁶⁰ Settlement ¶ 26.

⁶¹ 52 Pa. Code § 65.58.

(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.^[62]

PWSA also requests waiver of the following Section 65.56 requirement:

(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

⁶² 52 Pa. Code §§ 65.58(d), 65.58(d)(1)(iii)(A), (B).

owner, if the customer is not the property owner, to be eligible for reimbursement.^[63]

PWSA states that the waiver of these regulations is necessary to permit PWSA to continue its existing reimbursement program. As noted, PWSA's reimbursement program provides income-based reimbursement to its customers, with those at less than 300% of 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.⁶⁴

PWSA explains 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 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.⁶⁵

⁶³ 52 Pa. Code § 65.56(b)(10)(ii).

⁶⁴ LSLR Petition ¶¶ 22.

⁶⁵ Petition for Waiver ¶¶ 19-25.

In its Petition for Waiver, PWSA noted that it considered establishing a second reimbursement program that would comply with the regulatory requirements of Section 65.58 but determined that its current program is well established and has been effective at reimbursing customers for LSLRs. Further, PWSA claimed that maintaining its current program would avoid customer confusion and administrative costs to implement changes which would be shouldered by all ratepayers.⁶⁶

OCA notes that it investigated 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. §§ 1352(a)(5), (6) and 1353. After their investigation, OCA concludes that PWSA's reimbursement program is reasonable for PWSA's system and is in the public interest for PWSA's customers.⁶⁷

Pittsburgh United approves of PWSA's Petition for Waiver, arguing that PWSA's current tiered reimbursement program structure supports PWSA's overarching goal to replace all lead service lines while reasonably limiting costs recovered from other ratepayers.⁶⁸

Public Interest

Ultimately, PWSA claims that the Settlement represents a reasonable resolution of all issues raised by all parties in this proceeding. PWSA submits that the terms of the Settlement will allow PWSA to continue its lead service line replacement program, with modifications to meet current regulatory requirements and

⁶⁶ Petition for Waiver ¶ 26.

⁶⁷ OCA Statement in Support, pp. 6, 7.

⁶⁸ Pittsburgh United Statement in Support, p. 5.

comply with the Settlement. PWSA further submits that the Settlement reduces the administrative burden on the Commission and the litigation costs of all the active parties. Accordingly, PWSA submits that the Settlement is in the public interest and should be approved without modification.⁶⁹

OCA submits that the Settlement was achieved by the Joint Petitioners after an extensive investigation of PWSA's LSLR Program, both in this proceeding, and in prior proceedings before the Commission. OCA further submits that the Settlement recognizes the importance to PWSA, its customers, and the Pittsburgh community, of their continued efforts to take all reasonable steps toward making its system lead-free as soon as possible in order to protect public health. Further, OCA submits that the Settlement provides a reasonable resolution, avoids substantial litigation and associated costs, and is consistent with Commission policies promoting negotiated settlements. OCA therefore submits that approval of the Settlement is in the public interest and requests Commission approval of the Settlement without modification.⁷⁰

Pittsburgh United submits that the proposed Settlement was achieved by the Joint Petitioners after an investigation of PWSA's filings, and was developed after extensive negotiation and consideration by the Joint Petitioners. Pittsburgh United further submits that the proposed Settlement represents a balanced compromise of the issues raised by the Joint Petitioners and amicably resolves a substantial number of issues raised in this proceeding, thereby avoiding additional costly litigation on these issues. Pittsburgh United further states that the proposed Settlement is consistent with Commission rules and practice of encouraging settlements as 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 in its Statement in Support, Pittsburgh United

⁶⁹ PWSA Statement in Support, p. 11.

⁷⁰ Settlement, pp. 9, 10.

submits the proposed Settlement is just, reasonable, in the public interest, and should be approved without modification.⁷¹

RECOMMENDATION

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

As an initial matter, the fact that the Settlement resolves all issues raised by the Parties is, in and of itself, evidence that the Settlement is reasonable and in the public interest, particularly given the diverse interests of the Joint Petitioners. The Joint Petitioners include the Company and the statutory advocate representing the interests of residential utility consumers, as well as an unincorporated coalition of community, labor, faith, and environmental organizations working collaboratively to improve access to safe and affordable water, wastewater, and stormwater services for low-income households in the Pittsburgh region. We recognize that all of these Parties agree that the Settlement is in the public interest and should be approved by the Commission.

As cited above, an entity's LSLR Plan must include a service line inventory, planning and replacements, and communications, outreach, and education section.⁷² PWSA's proposed LSLR Plan was filed as Appendix A to the LSLR Petition and is modified by the Settlement. Further, an entity's *pro forma* tariff proposing changes

⁷¹ Pittsburgh United, Statement in Support, p. 10.

⁷² 52 Pa. Code § 65.56.

necessary to implement its LSLR Plan must include provisions addressing an annual cap for the replacement of customer-owned lead service lines, service line demarcation, partial lead service line replacements, reimbursements, and warranties.⁷³ PWSA's *pro forma* tariff was filed as Appendix C to the LSLR Petition and is modified by Appendix B to the Settlement. We find that PWSA has complied with Sections 65.56 and 65.58 of the Commission's regulations by including the above sections in the detail required by the Commission's regulations, with the exception of the *pro forma* tariff reimbursement requirements. As we will discuss below, we will recommend approval of PWSA's request to waive the *pro forma* tariff reimbursement requirements.

The Commission's regulations also require that an entity that has a Commission-approved LTIP include with its LSLR program petition a modified LTIP containing a LSLR Plan as a separate and distinct component of the entity's LTIP.⁷⁴ PWSA provided, as Appendix C to the Settlement, revised pages to its LTIP in compliance with the Commission's regulations. Through the Ordering paragraphs, PWSA will be directed to file revised pages to its LTIP consistent with Appendix C within 30 days of the Commission's Order approving the Settlement.

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

PWSA commits through the Settlement to replacing all remaining residential LSLs by the end of 2027, and to remove and replace all LSLs, whether

⁷³ 52 Pa. Code § 65.58.

⁷⁴ 52 Pa. Code § 65.54(b).

PWSA-owned or customer owned, within its water distribution system as required by the Commission's regulations at 52 Pa. Code § 65.53 and the applicable EPA regulations. The EPA's LCRI, effective as of December 2024, mandates that all water systems replace LSLs (and certain galvanized lines) within 10 years, with the final deadline being December 31, 2037.⁷⁵ PWSA's commitment to the replacement of all LSLs in its territory within the timeline established by the EPA's LCRI and the Commission's regulations is in the best interests of the public due to the health risks caused by lead that have previously been mentioned.

PWSA agrees through the Settlement to evaluate the feasibility of in-person visits to document interior service line materials and to continue to mail annual notifications to customers with lead or unknown service lines. These Settlement provisions are in the public interest because they serve to make certain that PWSA has an accurate LSL inventory for the purposes of LSLR. Having an up-to-date service line inventory is critical so that PWSA can comply with the EPA's requirements in having all the LSL in its territory replaced by the 2027 deadline.

The provisions in the Settlement that serve to enhance customer outreach are in the public interest. PWSA will, among other things: provide translated versions of its Lead Communication documents to its customers upon request; translate all lead information on its website into 10 different languages; and utilize mail, phone call, and in person outreach for LSLR agreements. These provisions will enhance the ability of PWSA's customers to access and understand information concerning the dangers of LSLs and allow PWSA customers to work together with PWSA for LSLR.

⁷⁵ See National Primary Drinking Water Regulations for Lead and Copper: Improvements, 89 Fed. Reg. 86418 (Published Oct. 30, 2024).

Regarding customer protections following LSLR, PWSA will provide pitcher filters to customers before or at the time of the LSLR and after the LSLR. Thus, the Settlement ensures that customers will have safe drinking water in the time period immediately following the LSLR.

The inclusion of Step-In Rights provisions in PWSA's tariff through the Settlement achieved in this proceeding ensures that tenants are not unduly placed at risk of termination of water service due to their landlord's failure to participate in PWSA's LSLR Plan. The specific Step-In Rights provisions allowing PWSA to step-in when provided with a medical certification or PFA order help ensure that vulnerable customers receive continued water service. Further, the Step-In Rights provisions that give PWSA employees discretion to not step-in, when doing so would put them at a safety risk, help protect the wellbeing of PWSA's employees. Ultimately, Step-In Rights help prevent the termination of vital water service, which would be harmful for customers, and permit PWSA to be proactive in replacing COLSLs. Clearly, the Step-In Rights provisions of the Settlement are in the public interest, serve and protect the interests of consumers and the utility alike, and should be approved by the Commission.

Additionally, we agree that it is in the best interests of PWSA's customers for PWSA to continue implementing its tiered income-based reimbursement program, and therefore, agree that waiving Sections 65.58(d), 65.58(d)(1)(iii)(A) and (B), and 65.56(b)(10)(ii) of the Commission's regulations relating to reimbursements is in the public interest.

As pointed out by Pittsburgh United, PWSA's current reimbursement program was developed through careful negotiation with multiple parties through the course of several successive litigated proceedings and was approved by the

Commission.⁷⁶ PWSA's current reimbursement program goes beyond the LSL reimbursement requirements in the Commission's regulations. For example, while the Commission's regulations limit reimbursement to eligible customers or property owners who replaced their LSL within a year before or from LSLR project commencement,⁷⁷ PWSA's current reimbursement program contains no such time period limitation. As another example, while the Commission's regulations require a customer or property owner to submit a detailed estimate and paid invoice from a licensed contractor,⁷⁸ PWSA's current reimbursement program contains no such requirement. As PWSA's current reimbursement program is satisfactory in having those who replace LSLs at their own cost reimbursed, was previously approved by the Commission, and is in the public interest in the eyes of the Joint Petitioners, we recommend that the aforementioned Commission's regulations be waived pursuant to 52 Pa. Code § 5.43(a) of the Commission's regulations.

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

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

⁷⁶ Pittsburgh United Statement in Support, p. 4; *see also Pa. Pub. Util. Comm'n v. Pittsburgh Water & Sewer Auth.*, R-2018-3002645 (Opinion and Order entered Feb. 27, 2019); *PWSA Stage 1 Compliance Plan Proceeding*, M-2018-2640802, P-2018-3005037 (Opinion and Order entered Feb. 4, 2021).

⁷⁷ 52 Pa. Code § 65.58 (d).

⁷⁸ 52 Pa. Code § 65.58(d)(1)(iii)(B).

§ 65.54(a). Accordingly, we recommend that the Commission approve the Settlement without modification.

CONCLUSIONS OF LAW

1. The Pennsylvania Public Utility Commission has jurisdiction over the subject matter 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 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. CS Water & Sewer Assocs.*, Docket No. R-881147 (Opinion and Order entered Jul. 22, 1991).

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

11. 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. 52 Pa. Code § 5.43(a).

12. 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 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 LTIP. 52 Pa. Code § 65.56.

13. 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 LTIP, the entity is to include the lead service line replacement program report as part of the entity's annual asset optimization plan. 52 Pa. Code § 65.59.

14. The settlement and its proposed terms and conditions are in the public interest and, therefore, should be approved without modification. *Pa. Pub. Util. Comm'n v. CS Water & Sewer Assocs.*, Docket No. R-881147 (Opinion and Order entered Jul. 22, 1991).

ORDER

THEREFORE,

IT IS RECOMMENDED:

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 be approved in its entirety without modification.

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

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

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

5. That, within thirty (30) days of the entry date of the Commission's Final Order in this matter, Pittsburgh Water and Sewer Authority be permitted to file an amended Long-Term Infrastructure Improvement Plan, Lead Service Line Replacement Plan, and tariff supplement at Docket No. P-2024-3046468, that incorporates any modifications thereto consistent with these proceedings and findings herein with the

