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August 25, 2020

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17105-3265

**Re: Petition of Twin Lakes Utilities, Inc. for a Commission Order Authorizing the
Acquisition of Twin lakes Utilities, Inc. by a Capable Public Utility Pursuant to 66
Pa. C.S. Section 529
Docket No. P-2020-3020914**

Dear Secretary Chiavetta:

Enclosed for filing is Aqua Pennsylvania, Inc.'s Post-Hearing Reply Brief in Opposition to the OCA's Petition for Interim Emergency Relief in the above-referenced proceeding. Copies will be provided as indicated on the Certificate of Service.

Respectfully submitted,



Garrett P. Lent

GPL/jl
Enclosures

cc: Honorable Joel Cheskis

Certificate of Service

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

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Date: August 25, 2020



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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of Twin Lakes Utilities, Inc. For A :
Commission Order Authorizing The :
Acquisition Of Twin Lakes Utilities, Inc. By : Docket No. P-2020-3020914
A Capable Public Utility Pursuant to 66 Pa. :
C.S. § 529 :

**AQUA PENNSYLVANIA, INC.'S
POST-HEARING REPLY BRIEF IN OPPOSITION TO
THE OCA'S PETITION FOR INTERIM EMERGENCY RELIEF**

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I. INTRODUCTION

Pursuant to the Briefing Order issued by the Deputy Chief Administrative Law Judge Joel H. Cheskis (the “ALJ”) on August 21, 2020, Aqua Pennsylvania, Inc. (“Aqua” or the “Company”) filed its Post-Hearing Main Brief in Opposition to the Petition of the Office of Consumer Advocate (“OCA”) For Issuance Of An Interim Emergency Order On An Expedited Basis (“Emergency Petition”) on August 24, 2020 (“Emergency Petition”). Therein, Aqua explained that OCA failed to demonstrate that it is entitled to the interim emergency relief it seeks under Section 3.6(b) of the Pennsylvania Public Utility Commission (“PUC” or the “Commission”) regulations at this time. 52 Pa. Code § 3.6(b). Also on August 21, 2020, the OCA, the Commission’s Bureau of Investigation and Enforcement (“I&E”) and Twin Lakes Water Utilities, Inc. (“Twin Lakes”),¹ filed and served their Main Briefs.² Aqua files this Reply Brief to respond to specific arguments raised in the other parties’ Main Briefs, pursuant to the Briefing Order issued by the ALJ.

For the reasons more fully explained below, the ALJ and the Commission should, at this time, deny OCA’s request for an interim emergency order that mandates Aqua to act as a receiver for the Twin Lakes system. However, to the extent that the Commission deems it necessary to consider whether to appoint a receiver for the Twin Lakes system it should enter an order consistent with the order described in Section IV.B. and the Alternative Ordering Paragraphs in Appendix C of Aqua’s Main Brief.

¹ Twin Lakes is a subsidiary of Middlesex Water Company (“Middlesex”). Middlesex provided specific services to Twin Lakes and the residents of the Sagamore Estates residential community pursuant to a Service Agreement.

² As explained below, Twin Lakes did not serve its Main Brief upon the ALJ or the parties via e-mail before 4:30 p.m. on August 24, 2020. *See* Briefing Order, Ordering Paragraphs 1 and 4.

II. SUMMARY OF REPLY ARGUMENT

An interim emergency order is an extraordinary remedy that is designed to prohibit parties from altering the status quo before or during the pendency of a proceeding before this Commission. The Main Briefs filed by OCA, Twin Lakes and I&E make clear that OCA's Emergency Petition seeks to take this extraordinary remedy one step further, and asks the ALJ and the Commission to alter the status quo of the parties to this proceeding. Aqua fully explained the substantial legal, factual and practical issues with OCA's requested relief in its Main Brief and, for those reasons, OCA's Emergency Petition should be denied. However, OCA, Twin Lakes and I&E each raise specific issues in their respective Main Briefs that Aqua addresses below.

At the outset, it must be repeated that OCA's Emergency Petition specifically sought preliminary injunctive relief that would require a non-party to the Petition for a Commission order authorizing the acquisition of Twin Lakes by a "capable public utility" under Section 529 of the Public Utility Code (the "TLU Petition")³, Aqua, to take specific affirmative actions. A party seeking a mandatory injunction must present "a stronger case than that needed to warrant the granting of a restraining-type injunction." *See* Aqua MB at 7-10. And, in this regard, OCA must demonstrate that its right to relief under 52 Pa. Code § 3.6(b)(1) is not only "clear," but that it is "entirely clear." Aqua MB at 10. The Company respectfully asserts that the OCA has failed to carry its burden.

OCA has similarly not demonstrated that the need for the specific injunctive relief it seeks is immediate, is necessary to avoid irreparable harm and is not injurious to the public interest. 52 Pa. Code § 3.6(b)(2)-(4). Rather, OCA's Main Brief highlights specific flaws in its arguments

³ On July 16, 2020, Twin Lakes filed with the Commission a Petition for a Commission Order authorizing the acquisition of Twin Lakes pursuant to Section 529 of the Public Utility Code, 66 Pa. C.S. § 529, by a capable public utility.

with respect to each of these criteria, which further justify the denial of OCA's request to appoint Aqua as the receiver for the Twin Lakes' system at this time.

Twin Lakes' Main Brief similarly does not address the problems with the mandatory preliminary injunction that OCA seeks. Instead Twin Lakes makes clear that it supports OCA's Emergency Petition in order to relieve both Middlesex and Twin Lakes of the burden of owning and operating a Pennsylvania public utility water system, which costs them more to operate than expected. And, as noted below, Twin Lakes goes so far as to baldly assert that the Commonwealth of Pennsylvania (let alone the Commission) has no jurisdiction over Middlesex. Aqua submits that the ALJ and the Commission should not reward Twin Lakes and Middlesex for their conduct leading up to and during the pendency of this proceeding.

Finally, Aqua reiterates that, although OCA has failed to demonstrate that it is entitled to the specific, mandatory injunctive relief sought by the Emergency Petition, Aqua recognizes the importance of water service being continuously provided to Twin Lakes' customers. As such, to the extent the ALJ and the Commission determine it is necessary to order the continued provision of water service to Twin Lakes' customers, it should prohibit Middlesex and Twin Lakes from terminating service during the pendency of this proceeding, and provide Aqua until at least January 1, 2021, to investigate the system and determine whether it will voluntarily agree to act as a receiver, consistent with the proposal set forth in Aqua's Main Brief. This alternative solution adequately balances the interests of all parties, and ensures Twin Lakes' customers continue to receive water during the pendency of this proceeding.

Therefore, and for the reasons more fully explained below and in Aqua's Main Brief, the OCA's request for an Interim Emergency Order that immediately appoints Aqua as the receiver for the Twin Lakes system should be denied at this time.

III. ARGUMENT

A. AT THIS TIME, THE OCA HAS FAILED TO DEMONSTRATE THAT IT IS ENTITLED TO THE ISSUANCE OF AN INTERIM EMERGENCY ORDER THAT MANDATES AQUA BE APPOINTED AS A RECEIVER FOR THE TWIN LAKES SYSTEM.

Aqua respectfully submits that OCA failed to carry its burden of proof under any of the criteria set forth in Section 3.6(b) of the Commission's regulations, 52 Pa. Code § 3.6(b)(1)-(4). *See* Aqua MB at Section IV.A. Importantly, the relief sought by OCA constitutes a "mandatory preliminary injunction" and, therefore, OCA is required to present a "stronger case" than is required to obtain a traditional, "restrictive-type" injunction under Commission precedent and Pennsylvania law. *See Crums Mill Assoc., et al. v. Dauphin Consolidated Water Supply Company*, Docket No. C-00934810, 1993 Pa. PUC LEXIS 89, at *10 (Interim Emergency Order Denying Relief dated Mar. 23, 1993) (citing *Audenried v. Philadelphia R.R. Co.*, 68 Pa. 370 (Pa. 1871) and *Allen v. Colautti*, 417 A.2d 1303 (Pa. Cmwlth. 1980)). OCA has not presented the "stronger case" required for the relief it seeks.

OCA's Main Brief highlights four key points that show its right to relief is not "entirely clear" at this time. First, OCA recognizes that Twin Lakes has an ongoing obligation to provide water service to its customers. OCA MB at 7. However, as explained in Aqua's Main Brief, the mandatory preliminary injunction sought by the OCA would excuse Twin Lakes of this obligation and disrupt the status quo. *See* Aqua MB at Section IV.A.1. More specifically, OCA's request to appoint Aqua as a receiver of the Twin Lakes system would relieve Twin Lakes of its obligations under the Public Utility Code, permit Middlesex to abandon its ownership and operation of the Twin Lakes water system under the Service Agreement, and foist these obligations onto Aqua. *See Fredericks v. Huber*, 37 A. 90 (Pa. 1897) (explaining that a preliminary injunction is "not to

subvert but to maintain the existing status until the merits of the controversy can be fully heard and determined” and relying upon *Audenried*).

Second, OCA attempts to avoid the fact that Middlesex’s voluntary decision to terminate the Service Agreement between it and Twin Lakes is the sole cause of the pending service termination. OCA asserts that Twin Lakes’ customers face the loss of their water service “due to the expiration of the service agreement with Middlesex.” *See, e.g.*, OCA MB at 7 (emphasis added). However, the record evidence in this proceeding shows that Middlesex provided various services to Twin Lakes and Twin Lakes’ customers under the Service Agreement (Aqua MB at 10 (citing Tr. 107)) and will no longer provide those services because Middlesex decided to terminate the agreement (Aqua MB at 13-14). Indeed, Twin Lakes’ own witness admitted that the termination of the Service Agreement is the sole reason that Twin Lakes will no longer have a source of financing or operation support (Tr. 81), but also admitted that Middlesex is a well-run company (Tr. 85, 105). It is simply not clear, let alone “entirely clear,” that Section 529(g) of the Public Utility Code authorizes the Commission to appoint one capable public utility as a receiver, where the current owner and operator of a water system simply seek to terminate their service obligations.

Third, OCA asserts that its right to relief is clear because Twin Lakes’ “[c]ustomers should not be placed in this avoidable situation.” OCA MB at 8. Although Aqua understands that Twin Lakes’ customers are entitled to continue to receive service, the relief sought by OCA presupposes that Twin Lakes’ has carried its burden of proof in the underlying TLU Petition proceeding and demonstrated that the Commission should order a new entity to take responsibility for the operation of the Twin Lakes’ system. This is simply not the purpose of preliminary injunctive relief, which seeks to maintain the status quo during the pendency of a proceeding. *Leisenring v.*

Pennsylvania Lighting Co., 59 Pa. Super. 202, 208 (Pa. Super. 1915) (emphasis added); *see also Drum v. Dinkelacker*, 105 A. 509, 511 (Pa. 1918); Aqua MB at 9, 11.

Fourth, OCA argues that “[r]egardless of the legal remedies available to address Twin Lakes’ actions, such as fines, it is clear that those remedies will not address the reality that the customers of Twin Lakes will not have water service starting at 12:01 a.m. on September 1, 2020.” OCA MB at 10-11. However, OCA fails to recognize the other, obvious, equitable remedy available: an injunction that prohibits the termination of the Service Agreement and requires Middlesex and Twin Lakes to maintain the actual status quo during the pendency of this proceeding. *See* Aqua MB at Section IV.A.4. and IV.B. Not only would this remedy maintain service to Twin Lakes’ customers, but it would also (1) avoid rewarding Twin Lakes’ and Middlesex’s attempt to walk away from the Pennsylvania residents served by the Twin Lakes system; and (2) avoid forcing Aqua to accept additional unknown risks that could harm Aqua’s shareholders, existing customers and Twin Lakes’ customers themselves.

OCA similarly failed to show that the need for the specific relief it seeks is immediate. *See* OCA MB at 11-13. With respect to this requirement, OCA’s Main Brief fails to address the fact that the September 1, 2020 deadline exists solely as a result of Middlesex’s voluntary decision to issue its 90-day notice to terminate the Service Agreement on June 1, 2020. Indeed, if Middlesex issued this notice on any other date, the Service Agreement would terminate 90 days from that date. *See* Aqua MB at 13-14 (quoting the exchange between Twin Lakes witness Mr. Fullagar and the ALJ at Tr. 139-140). Any immediacy associated with September 1, 2020, is solely the result of Middlesex’s decision to terminate the Service Agreement and Middlesex should not be rewarded for arbitrarily creating this immediacy. *See* Aqua MB at 13-14; *see also* I&E MB at 7.

Furthermore, OCA did not demonstrate that the customers of Twin Lakes would suffer irreparable harm if the relief it seeks is not granted. OCA MB at 13-21. Aqua noted, and understands, the harms that Twin Lakes' customers would face if Middlesex and Twin Lakes are allowed to walk away from the operation of the Twin Lakes system on September 1, 2020. However, the relief it seeks is not necessary to avoid these harms; rather, Aqua submits that the Commission could, and should, require the existing, financially and technically capable operators of the Twin Lakes system to continue operating the system during the pendency of the underlying TLU Petition.

OCA's argument that Twin Lakes' continued operation of the system, the digging of wells for Twin Lakes' customers or another capable public utility is appointed to take over the operation of the Twin Lakes system are not adequate alternatives to avoid irreparable harm again misses the point. OCA MB at 19-21. The other, and indeed better alternative, is the solution proposed in Aqua's Main Brief. This alternative would allow the ALJ and the Commission to maintain the status quo that existed amongst the parties prior to the events precipitating this dispute and, moreover, would maintain water service for Twin Lakes' customers. Aqua MB at Sections IV.A.4. and IV.B. In addition, it would avoid the unnecessary risks that would be created by appointing Aqua as the receiver for the Twin Lakes' system prior to Aqua having a reasonable opportunity to investigate and learn about the system. Aqua MB at 17-18.⁴

⁴ Aqua further notes that the Ordering Paragraphs proposed by OCA further highlight the timing problem explained by Aqua. *See* OCA MB, Appendix C, Proposed Ordering Paragraph 10 (requiring "That Twin Lakes Utilities, Inc. shall, no later than September 1, 2020, turn over copies or originals of all" information used to provide water service). At the time this Reply Brief is filed, all documents would have to be turned over to Aqua in less than one week.

Finally, OCA has not shown that the specific relief it seeks is not injurious to the public interest. OCA MB at 21-25. Indeed, OCA's Main Brief succinctly highlights the fundamental tension between the problem it seeks to address and its requested relief by arguing:

Twin Lakes testified that it supports the relief requested by OCA and thus, the public utility will not be harmed by the appointment of a receiver. Moreover, Twin Lakes is walking away from its obligations as a certificated public utility in Pennsylvania, so to the extent that there is harm resulting from remedies against Twin Lakes and/or Middlesex Water that are sought and obtained, the OCA submits that any potential harm from those remedies is outweighed by the failure of Twin Lakes to comply with the Public Utility Code.

OCA MB at 22 (emphasis added).⁵ Ultimately, Middlesex's voluntary decision to terminate the Service Agreement is driving the need for interim emergency relief that ensures Twin Lakes' customers continue to receive water service; however, OCA's relief seeks to insert a new party into the equation, rather than freezing the status quo whereby Twin Lakes and Middlesex continue to be responsible for the operation of the Twin Lakes' system during the pendency of this proceeding. Adding to this tension, Aqua explained in detail the risks associated with immediately appointing it as the receiver, without a reasonable opportunity to investigate and learn about the Twin Lakes system prior to determining whether to participate in this process. *See, e.g.*, Aqua MB at 17-18. Therefore, Aqua submits that it is not in the public interest to appoint it the receiver of the Twin Lakes' system at this time.

OCA further asserts that its proposed Ordering Paragraphs and Appendix A would reasonably protect Aqua from these risks. OCA MB at 24-25. However, these proposals do not ultimately insulate Aqua, Aqua's shareholders or Aqua's existing customers from the risks

⁵ OCA repeats the flawed notion that Twin Lakes is the entity driving the decision to terminate service. For instance, even in its Ordering Paragraphs, OCA proposes that the ALJ and the Commission order Twin Lakes to "cease all billing and collections activity to its former customers as of September 1, 2020." OCA MB, Appendix C, Ordering Paragraph 13. However, the record evidence is clear that Twin Lakes does not currently provide billing and collections services. (Tr. 107.) Middlesex, however, does. (Tr. 107.)

associated with immediate responsibility for and operation of the Twin Lakes system. (*See* Tr. 122-123 (Aqua witness Mr. Clark identifying additional risks Aqua would face if immediately appointed receiver).) Although OCA’s proposal includes a right for Aqua to defer any expenses associated with the operation of the Twin Lakes’ system as its receiver and the right to claim these expenses in a future base rate proceeding, there is no guarantee of cost recovery. *See* OCA MB Without a right to recover such expenses, regardless of any right to defer and claim them, it ultimately becomes Aqua’s existing customers who will end up paying for OCA’s proposal. Moreover, if Aqua is appointed as a receiver without having the opportunity to conduct reasonable due diligence, and adverse events occur under Aqua’s management that result from lack knowledge or information regarding the Twin Lakes system, neither OCA’s proposal nor the Public Utility Code would absolve Aqua of the costs incurred if it were sued. Rather, as explained by Mr. Clark, Aqua would be treated as the owner and operator of the system and be subject to the same duties, obligations and risks. (Tr. 115, 117.)

B. TWIN LAKES MAKES CLEAR THAT THE RELIEF SOUGHT BY THE OCA SHOULD NOT BE GRANTED AT THIS TIME.

Twin Lakes’ Main Brief⁶ does not assist OCA in its demonstration. Rather, it similarly fails to point to record evidence showing that OCA has made a “stronger case” for the mandatory preliminary injunction it seeks. *See* Aqua MB at 9-10. Aqua responds here to two specific points raised by Twin Lakes.

First, Twin Lakes claims that “the Commonwealth of Pennsylvania lacks the jurisdiction to compel Middlesex to do anything or refrain from doing anything, full stop.” Twin Lakes MB

⁶ Aqua further notes that Twin Lakes did not serve its Main Brief upon the ALJ or the parties via e-mail before 4:30 p.m. on August 24, 2020. *See* Briefing Order, Ordering Paragraphs 1 and 4. Rather, Twin Lakes appears to have merely filed its Main Brief with the Commission’s Secretary’s Bureau. Although Aqua was able to retrieve and review the Twin Lakes Main Brief from the Commission’s docket, it was not able to do so until after the 4:30 p.m. deadline established by the Briefing Order had passed.

at 5. Essentially, Twin Lakes argues that, under a theory of “consent jurisdiction,” because Middlesex is not registered to do business in Pennsylvania, and is not a Pennsylvania public utility, that it cannot be subject to the jurisdiction of the Commonwealth of Pennsylvania. Twin Lakes MB at 5. Twin Lakes further relies on *Sullivan v. A.W. Chesterton, Inc. (In re Asbestos Prods. Lia. Litig. No. VI)*, 2019 U.S. Dist. LEXIS 95861 (E.D. Pa. June 6, 2019) and asserts it is one step further removed from the plaintiffs therein because “***Middlesex is not even registered to conduct business in the Commonwealth of Pennsylvania.***” Twin Lakes MB at 6-7 (emphasis in original).

However, Twin Lakes’ assertion that Middlesex cannot be held responsible for its voluntary decision to terminate the Service Agreement and leave its subsidiary Pennsylvania public utility without adequate operational or financial support to serve Pennsylvania public utility customers is misrepresentative and unsupported. The undisputed facts of record show:

- Middlesex is the indirect parent of a Pennsylvania public utility, i.e., Twin Lakes (Twin Lakes Exhibit 1);
- Middlesex entered into a Service Agreement with Twin Lakes,⁷ whereby it provided specific “Accounting, Administration, Communications, Corporate, Secretarial, Engineering, Financial, Human Resources, Information Systems, Operations, Rates and Revenue, Risk Management and Water Quality” services to Twin Lakes (Twin Lakes Exhibit 1, Appendix E, original page 2 of 4), which Twin Lakes paid for by collecting Commission jurisdictional rates from Pennsylvania residents;
- Middlesex specifically provided all customer service functions, all billing and meter reading and purchased all chemicals necessary to treat the water for a Pennsylvania public utility and its customers, and provided all capital support for Twin Lakes (Tr. 107);⁸ and

⁷ As noted in Aqua’s MB, under Section 2103 of the Public Utility Code, 66 Pa. C.S. § 2103, the Commission has continuing supervisory control over the terms and conditions of contracts with affiliated interests. Aqua MB at 15.

⁸ In this regard, Twin Lakes’ assertion that Middlesex is not registered to do business in Pennsylvania is a distinction without a difference. Middlesex was contracted to provide and did provide specific “services” to Twin Lakes and Twin Lakes’ customers. *See* 66 Pa. C.S. § 102 (defining service).

- Twin Lakes also cannot operate the system because Middlesex has sought to terminate the provision of these services (Tr. 107).⁹

Essentially, Middlesex asserts that it operated and conducted business in Pennsylvania and directly engaged with Pennsylvania public utility customers, under an affiliated interest agreement subject to the regulatory jurisdiction of a Pennsylvania agency (i.e., the Commission), but can of its own volition walk away from its affiliate without consequences because it is not registered as a Pennsylvania business entity. The Commission should reject these arguments and not reward Middlesex for its conduct leading up to and during this proceeding.

Second, Twin Lakes presents no evidence that Middlesex and Twin Lakes are incapable of providing the necessary technical, financial and legal support to operate the Twin Lakes system. (Tr. Tr. 85, 105.) Rather, service will only cease on September 1, 2020, because Middlesex has voluntarily attempted to relieve itself of the operation and financing of Twin Lakes by terminating the Service Agreement between them.¹⁰ (Tr. 107, 139-140.) Therefore, as explained in Aqua's Main Brief, any alleged irreparable harm could be avoided by requiring Middlesex and Twin Lakes to continue operating the system during the pendency of the underlying Section 529 proceeding.

C. I&E HIGHLIGHTS TWO FUNDAMENTAL CONCERNS WITH OCA'S REQUESTED RELIEF, WHICH DEMONSTRATES IT SHOULD NOT BE GRANTED AT THIS TIME.

I&E opposes the relief sought by OCA. Aqua notes that I&E's Main Brief highlights two fundamental concerns regarding OCA's requested relief, which further demonstrate why Aqua

⁹ See also Twin Lakes MB at 8 ("With the termination of operational and financial support from Middlesex, Twin Lakes will no longer have an operator or source of financing and therefore, will not only not have the ongoing ability to pay its vendors, including its Licensed Operator, but will also not have an operator on-site to ensure the system functions in a manner necessary to meet the basic needs associated with delivering water service.").

¹⁰ Although Twin Lakes presented evidence that it was unable to make payments responding to Middlesex's demand for immediate payment of total amounts due under three outstanding Unsecured Revolving Promissory notes between Middlesex as Lender and Twin Lakes as Borrower (Twin Lakes Exhibit 1, Petition ¶¶ 21-22), no evidence was presented that Twin Lakes could not continue to make payments for the services Middlesex provides under the Service Agreement.

should not be appointed the receiver of the Twin Lakes' system at this time. First, I&E correctly notes that there are unknown consequences of allowing capable owner/parent to simply walk away from its obligations under Section 529. I&E MB at 12. A decision which permits one capable owner/parent to walk away from its public utility service obligations under the guise of a Section 529 proceeding, could subject other, larger capable water utilities across the state to the increased risks associated with the operation small water systems prior to conducting necessary and reasonable due diligence. *See* Aqua MB at 17-20 (describing the additional unknown risks that OCA's requested relief would force upon Aqua, its shareholders and its existing customers). Second, I&E correctly notes that "under the status quo, the burden of running the Twin Lakes system and providing water service to its customers is shared by both Twin Lakes and its parent company Middlesex." I&E MB at 12. Consistent with Aqua's argument in its Main Brief, the Commission must not only considered maintain water service for Twin Lakes' customers, but also who provides the water service, when determining the status quo that must be maintained by any interim emergency relief granted in this proceeding. Aqua MB at 11.

D. TO THE EXTENT THE ALJ AND THE COMMISSION DETERMINE IT IS NECESSARY TO ISSUE AN INTERIM EMERGENCY ORDER TO ENSURE TWIN LAKES' CUSTOMERS CONTINUE TO RECEIVE WATER SERVICE, THEY SHOULD ADOPT THE ALTERNATIVE SOLUTION PROPOSED IN AQUA'S MAIN BRIEF.

Finally, for the reasons explained herein and those more fully explained in Aqua's Main Brief, to the extent that the ALJ and the Commission deems it necessary to order the continued provision of water service to Twin Lakes' customers, it should adopt the alternative solution proposed in Aqua's Main Brief. *See* Aqua MB at Section IV.B. and Appendix C, Alternative Ordering Paragraphs. This alternative solution reasonably balances and protects the interests of all parties to this proceeding, ensures that Twin Lakes' customers will continue to receive water and balances the interests of Aqua, its shareholders and its existing customers.

IV. CONCLUSION

WHEREFORE, Aqua Pennsylvania, Inc. respectfully requests that the Deputy Chief Administrative Law Judge Joel H. Cheskis and the Pennsylvania Public Utility Commission immediately deny the Petition of the Office of Consumer Advocate For Issuance Of An Interim Emergency Order On An Expedited Basis at this time.

Respectfully submitted,



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Date: August 25, 2020

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