



Erin K. Fure
Director, Corporate Counsel
852 Wesley Drive | Mechanicsburg, PA 17055
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April 13, 2023

VIA ELECTRONIC FILING

Ms. Rosemary Chiavetta, Secretary
Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

**In re: Joint Application of Pennsylvania-American Water
Company, Aqua Pennsylvania, Inc. and Aqua Pennsylvania
Wastewater, Inc. for Approval of a Contract Under Section
1506 of the Public Utility Code**

Dear Secretary Chiavetta:

On behalf of Pennsylvania-American Water Company (hereinafter "Pennsylvania-American"), Aqua Pennsylvania, Inc. and Aqua Pennsylvania Wastewater, Inc. (collectively "Aqua"), please find attached for filing the above-referenced Agreement between Pennsylvania-American and Aqua. A Certificate of Service is also attached.

Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Erin K. Fure".

Erin K. Fure

Enclosures

cc: All Parties on the attached Certificate of Service (*via electronic mail*)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re: Joint Application of Pennsylvania-American Water Company, Aqua Pennsylvania, Inc. and Aqua Pennsylvania Wastewater, Inc. for Approval of a Contract Under Section 1506 of the Public Utility Code	: : : : : : :	Docket No.
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CERTIFICATE OF SERVICE

I hereby certify that I am this day serving the above-referenced Application upon the persons and in the manner indicated below, which service satisfies the requirements of 52 Pa. Code §1.54 (relating to service by a party).

Service in the manner listed below addressed as follows on April 13, 2023

Patrick Cicero, Consumer Advocate
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
(via electronic mail)

NazAarah Sabree, Small Business Advocate
Office of Small Business Advocate
555 Walnut Street
1st Floor, Forum Place
Harrisburg, PA 17101
(via electronic mail)

Richard Kanaskie, Director
Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement
400 North Street
PO Box 3265
Harrisburg, PA 17105
(via electronic mail)

Respectfully Submitted,



Erin K. Fure, Esquire
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
Phone: 717-550-1556
Email: erin.fure@amwater.com

**Attorney for Pennsylvania-American
Water Company**

Alexander R. Stahl, Esquire
Aqua Pennsylvania, Inc.
Aqua Pennsylvania Wastewater, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010
Phone: 610-645-1130
Email: astahl@aquaamerica.com

**Attorney for Aqua Pennsylvania, Inc.
and Aqua Pennsylvania Wastewater,
Inc.**

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Joint Application of Pennsylvania-American :
Water Company, Aqua Pennsylvania, Inc., and :
Aqua Pennsylvania Wastewater, Inc. :
for Approval of a Contract Under : Docket No. _____
Section 1506 of the Public Utility Code :

TO THE HONORABLE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

I. INTRODUCTION

1. Pennsylvania-American Water Company (“PAWC”), Aqua Pennsylvania, Inc. (“Aqua PA”), and Aqua Pennsylvania Wastewater, Inc. (“APW”) (hereinafter Aqua PA and APW together referred to as “Aqua”) (hereinafter Aqua and PAWC together referred to as “Companies” or “Joint Applicants”), by their attorneys, hereby file this Joint Application for Approval of Joint Services Agreement and request that the Pennsylvania Public Utility Commission (“Commission”) approve, under Section 1506 of the Pennsylvania Public Utility Code (“Code”), 66 Pa. C.S. § 1506, the Joint Services Agreement (“Agreement”), attached hereto as Exhibit A, executed by the Companies on December 17, 2018. In support of their request for approval, the Companies state as follows:

2. The names and addresses of the Joint Applicants are:

Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055

Aqua Pennsylvania, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010

Aqua Pennsylvania Wastewater, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010

3. The names and addresses of the Joint Applicants' attorneys are:

Erin K. Fure, Esquire
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
717-550-1556
Email: erin.fure@amwater.com

Alexander R. Stahl, Esquire
Aqua Pennsylvania, Inc.
Aqua Pennsylvania Wastewater, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010
610-645-1130
Email: astahl@aquaamerica.com

4. PAWC is a regulated public utility corporation organized and existing under the laws of the Commonwealth of Pennsylvania. PAWC is engaged in the business of furnishing water and wastewater services throughout 37 counties in Pennsylvania to a combined population of over 2,300,000.

5. Aqua is a regulated public utility corporation organized and existing under the laws of the Commonwealth of Pennsylvania. Aqua is engaged in the business of furnishing water and wastewater services to approximately 512,000 customers located throughout 32 counties in Pennsylvania.

6. On December 17, 2018, PAWC and Aqua entered into an Agreement providing, *inter alia*, that the Companies reciprocally agree to provide meter reading information for billing purposes and shut-off the supply of water from their respective systems to premises where the rentals, rates and charges for wastewater services are unpaid until such overdue charges are resolved.

7. The Companies submit the Agreement, attached hereto as Exhibit A, to the Commission for approval pursuant to Section 1506 of the Code.

II. SUMMARY OF MAJOR CONTRACT TERMS

8. The Agreement provides that PAWC and Aqua agree that, at the request and direction of the other, the utility providing water service will shut-off the supply of water from its system to any premises in which the rentals, rates and charges for wastewater service supplied by the requesting utility are unpaid for at least thirty days from their due date.

9. Under the Agreement, the utility providing water service shall resume water service once all overdue wastewater rates and charges are paid, or a payment arrangement has been reached, or pursuant to the law or regulation of the Commission or other court order.

10. The Agreement specifies that the utility providing water service shall comply with all Commission requirements and all other applicable law and procedures for shut-off.

11. The Agreement prohibits water shut-off for the nonpayment of wastewater service on a Friday, Saturday, Sunday, state holiday, bank holiday or the day preceding a bank holiday.

12. The Companies will bill each other for the cost of shutting off the water supply to the requested premise, pursuant to Section C, Paragraph 7 of the Agreement.

13. Under the terms of the Agreement, the Companies, upon request, will share the name, mailing address, service address, route number and account number of every water customer who is also a wastewater customer of the requesting utility.

14. The Companies also agree under the Agreement to provide to each other the date of current meter readings, water usage for the billing period, and meter number, size and unit of measure for a customer whose information has been requested under the terms of the Agreement.

15. Under Section B, Paragraphs 4 and 5 of the Agreement, the Companies agree to bill each other for the information furnished, and both Aqua and PAWC agree to pay for such information thirty days after receipt of the invoice for such information.

**III. THE AGREEMENT IS IN THE PUBLIC INTEREST
AND SHOULD BE APPROVED**

16. The Agreement is in the public interest and should be approved for the following reasons: (1) it allows the Companies to coordinate efforts in order to minimize the outstanding balances owed by customers for wastewater service, (2) it has the impact of reducing the amount of overdue wastewater charges, which benefits customers as a whole; and (3) the amounts paid or payable under the Agreement are reasonable for the services provided.

WHEREFORE, the Joint Applicants respectfully request that the Pennsylvania Public Utility Commission approve the Joint Services Agreement attached hereto as Exhibit A as in compliance with the requirements imposed by Section 1506 of the Public Utility Code.

Respectfully Submitted,



Erin K. Fure, Esquire
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
717-550-1556
Email: erin.fure@amwater.com

Alexander R. Stahl, Esquire
Aqua Pennsylvania, Inc.
Aqua Pennsylvania Wastewater, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010
610-645-1130
Email: astahl@aquaamerica.com

Dated: April 13, 2023

JOINT SERVICES AGREEMENT

This Joint Services Agreement (“Agreement”), made this 17th day of December, 2018 (the “Effective Date”), by and between Pennsylvania-American Water Company, a public utility corporation, duly organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business at 800 West Hersheypark Drive, Hershey, Pennsylvania 17033, (hereinafter called the “Pennsylvania American”), and Aqua Pennsylvania, Inc., a public utility corporation, duly organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business at 762 West Lancaster Avenue, Bryn Mawr, Pennsylvania, 19010, and Aqua Pennsylvania Wastewater, Inc. a public utility corporation, duly organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business at 762 West Lancaster Avenue, Bryn Mawr, Pennsylvania, 19010 (hereinafter collectively called “Aqua Pennsylvania”). Pennsylvania American and Aqua Pennsylvania shall each be referred to as a “Party” and collectively as the “Parties.”

WITNESSETH

WHEREAS, Pennsylvania American is engaged in the business of providing water and wastewater service to the general public regulated by the Pennsylvania Public Utility Commission (“PUC” or the “Commission”) and has available to it the records necessary to compute the water consumption by wastewater customers of the Aqua Pennsylvania who are also water customers of Pennsylvania American; and

WHEREAS, Aqua Pennsylvania is engaged in the business of providing water and wastewater service to the general public regulated by the Commission and has available to it the records necessary to compute the water consumption by wastewater customers of the Pennsylvania American who are also water customers of Aqua Pennsylvania; and

WHEREAS, the Parties are willing to furnish each other certain information which will permit the Parties to compute and bill their respective customers the charges for wastewater service under and subject to the terms and conditions hereinafter set forth; and

WHEREAS, the Parties are willing to at the request and direction of the other Party within a reasonable amount of time shut-off the supply of water from its system to any premises in which the rentals, rates and charges for sewer, sewage or sewage treatment service supplied by the requesting Party are unpaid until all overdue wastewater rates and charges, together with any penalties and interests thereon, shall be paid as the result of neglect or failure to pay for a specific period, rate or charge for wastewater service imposed by the requesting Party or a mutual agreeable payment arrangement has been established between the requesting Party and its wastewater customer, and where such shut-off will be performed in compliance with applicable law; and

WHEREAS, the Parties desire upon proper request and direction of the requesting Party, to restore water service to certain premises as result of a receiving payment, establishment of a payment agreement, or pursuant to the law or regulation of the Commission or other court order; and

WHEREAS, the Parties agree that the terms and conditions set forth in this Agreement are to be considered reciprocal in nature.

WHEREAS, the Parties agree that this Agreement shall be submitted to the Commission for its review, however, the provision of usage data as set forth in Section B herein, shall commence upon execution by the Parties.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) paid by each Party hereto to the other Party, the receipt whereof is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the parties hereto, each intending to be legally bound by the terms hereof, do covenant and agree as follows:

A. APPLICABILITY:

1. This Agreement shall apply to each service territory identified on Exhibit A, which is attached hereto and incorporated in this Agreement by reference. Each listed service territory shall be referred to as "Subject System."

2. Additional service territories may be added to Exhibit A and shall become a Subject System upon written notice from the Party seeking to add such service territory delivered to the other Party.

B. USAGE DATA:

1. The Parties hereby agree to furnish upon request by the other Party the name, mailing address, service address, route number and account number of every water customer located in the Subject System who is also a wastewater customer of the requesting Party. Such information shall be furnished to the requesting Party within thirty (30) days after such wastewater customers are designated by the requesting Party.

2. The Parties further agree to furnish by the fifteenth (15th) of the month following the month in which the Party mails out its bills for each water service billing period, the following information with respect to each of the designated customers:

- (a) Route and Account Number
- (b) Date of current meter readings
- (c) Water usage for the billing period (stated in 100 gallons or tens of cubic feet)

(d) Meter Number, size of meter, unit of measure

3. The Parties further agree to furnish (a) the information listed in Section 2 above, for all interim period bills such as final bills, new customer information and (b) information with respect to all adjustments which the Party may make in its water bills after it has furnished the information listed in Section 2 above.

4. For any month in which either Party obtains water consumption data from the other Party, the Parties agree to pay for water consumption data at the rate of thirteen cents (\$0.13) per unit; provided, however, that the minimum bill in aggregate for all units for any month shall be Fifteen (\$15.00) Dollars. It is understood and agreed by the Parties hereto that the word "unit" as used herein shall mean the specific current meter readings for each water customer in a Subject System. It is further understood and agreed that the Parties shall pay only once for the initial information listed in Section A.1. above, but that the charges for the information listed in Section A.2. and Section A.3. above, shall be payable for each billing period. The information provided in Section A.1., Section A.2., and Section A.3., above, shall be provided in a mutually agreed upon format.

5. It is understood and agreed by the Parties hereto that the per unit rate of thirteen cents (\$0.13) shall remain in effect through the first year following the Effective Date of this Agreement. The rate will change based upon the increase from the prior year in the All Cities Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor (BLI) in effect on each anniversary date of the Effective Date of this Agreement. However, the per unit rate shall be subject to increase in no less than one-half cent increments at the end of the first year, and every year thereafter on January 1 of each succeeding calendar year. In the event that said index is discontinued at any time during the term hereof, the Parties shall use the BLI index which replaces it, or another index mutually agreed upon by the Parties.

6. The Parties shall bill each other promptly for the information furnished and agree to pay for such information within thirty (30) days after receipt of the Party's invoice thereof.

7. In computing and furnishing the information requested, the Parties agree to observe the same diligence, policy and procedure as is used by it in computing its water service accounts, but the Parties assume no liability for errors in the computation or furnishing of the requested information.

C. SHUT-OFF PROCEDURES:

1. For purposes of this Section of the Agreement, the term "Water Utility" shall refer to the Party who is supplying water service in the Subject System. The term "Requesting Party" shall refer to the Party who is providing wastewater service in the Subject System and has requested a shut off of the water supply.

Upon written request by either Party specifying a premises in a Subject System with regard to which the rentals, rates and charges for sewer, sewage or sewage treatment service shall not have been paid for a period of at least thirty days from the due date thereof, the Water Utility Company shall proceed to shut-off water service to such premises after the Requesting Party has complied with all Commission requirements and all other applicable law and procedures for shut-off, and said water service shall remain off until it is advised in writing by the Requesting Party that all such overdue rentals, rates and charges, have been paid, otherwise resolved or as may be requested by the Requesting Party. The Requesting Party shall present to the Water Utility a written statement setting forth the following:

- (a) Dated schedule/spreadsheet or other documentation that includes the Water Utility's customer account number and service address;
- (b) Such schedule/spreadsheet or other documentation will be provided by Requesting Party to the Water Utility on a schedule mutually agreed to by the Parties.
- (c) A statement that all Commission requirements and all other applicable law and procedures for shut-off have been fulfilled.

2. The Water Utility will review, the documentation and confirm in writing that the water can be shut off for nonpayment of sewer. The Water Utility will provide information when the water cannot be shutoff due to non-access or damage to the water curb valve.

3. The Water Utility will commence water shut-off for the nonpayment of sewer the following Monday, or the next soonest available date for customers listed on the schedule/spreadsheet or other documentation provided by the Requesting Party in accordance with the mutually agreed upon schedule. The Requesting Party will transmit via electronic message (email) to the Water Utility a list of sewer customers who have paid or have made sewer payment arrangements both in accordance with the mutually agreed upon schedule. Water Utility will remove the water shut-off locations who have paid or have made sewer payment arrangements from the mutually agreed upon schedule/spreadsheet and use the updated schedule/spreadsheet for water shut-offs starting on Monday or the next soonest available date. Extenuating situations preventing these actions shall be reported to the Requesting Party as soon as they become known. Extenuating situations include, but are not limited to, safety hazards involving the customer.

4. No water shut-off for the nonpayment of sewer will occur on Friday, Saturday, Sunday, state holiday, bank holiday or the day preceding a bank holiday.

5. On days the Water Utility turns off water for nonpayment sewer customers, a field representative from the Requesting Party will accompany a Water Utility field representative for each water shut-off in accordance with Commission

regulations, a personal attempt to contact the customer by knocking on the customer's door. The Requesting Party's field representative will knock on the customer's door notifying their water is being shutoff for sewer non-pay. If no customer is at the premise/dwelling, the Requesting Party's field representative will post a door hanger indicating her or his water is shutoff for sewer non-pay. Once the Requesting Party has completed this customer communication process, the Requesting Party's field representative will authorize the Water Utility's field representative to turn off the water service.

6. When the Requesting Party has received customer sewer payment or customer made payment arrangements, the Requesting Party will contact the Water Utility by telephone, followed by an electronic message (email) at the end of each day, authorizing restoration of water service. The electronic message (email) will include the Water Utility's customer account and service address authorizing the Water Utility to restore water service and relieving the Water Utility of all responsibility for any damages that could possibly occur. Once the Requesting Party authorizes the Water Utility to restore water service, the Water Utility will adhere to the PUC's regulations and all other applicable law concerning water restoration timelines, as amended from time to time:

- (a) Within 24 hours for erroneous terminations, subject to the Water Utility's after hours call-out fees, if applicable which will be promptly paid by the Requesting Party;
- (b) Within 24 hours for terminations and reconnections occurring after November 30 and before April 1;
- (c) Within 3 calendar days from April 1 to November 30 for proper terminations;
- (d) Within 7 calendar days for proper terminations requiring street permitting or 72 hours, April 1 through November 30; 24 hours, December 1 through March 31;
- (e) Within 24 hours for medical certificates. The Water Utility shall make every effort to have service restored on the day of receipt of the medical certificate, subject to the Water Utility's after-hours call-out fees, if applicable.

7. The Water Utility shall bill the Requesting Party the sum of Fifty (\$50.00) Dollars being a portion of the Water Utility's cost in shutting off the water supply to each premise listed in the written notification, and this amount shall not be subject to refund for any reason whatsoever. When the Requesting Party advises the Water Utility that it has been properly paid and there should be a restoration of water service, concurrent with the request for restoration, the Water Utility shall bill the Requesting Party the further sum of Fifty (\$50.00) Dollars. The fees set forth in this paragraph may be amended from time to time as agreed upon, in writing, by the parties hereto.

8. Water Utility shall in no way or in any manner be liable for any loss,

damage or other claim of any nature asserted by the owner of the premises, the water customer or any other person or corporation or other type of legal entity, based on or arising out of the shutting off of such water supply and Requesting Party shall indemnify and save harmless Water Utility, its agents, officers, servants and employees, from any such loss, damage or other incurred by Water Utility in connection therewith.

D. GENERAL PROVISIONS:

1. The term of this Agreement shall commence on the Effective Date and expire on the tenth anniversary of the Effective Date, unless earlier terminated by either Party. This Agreement may be terminated by either of the Parties hereto by ninety (90) days prior written notice given to the other Party at its principal place of business.

2. Notwithstanding the provisions of this Agreement, it is understood and agreed by the Parties hereto that each Party shall be required to comply with any existing regulations of the Commission relating to notice before termination, in addition to providing any notice that might otherwise be required under this contract or any applicable law or ordinance.

3. This Agreement merges all previous negotiations between the Parties hereto with respect to the subject matter covered by hereby and supersedes any prior understandings or written or oral agreements between the Parties. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

4. Notice to the Parties under this Agreement, except as set forth in Section C.6., shall be in writing and transmitted by overnight courier or certified mail, return receipt requested, postage prepaid, and shall be addressed as follows:

If to Aqua Pennsylvania:
Aqua Pennsylvania, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010
Attention: President

With Required Copy to:
Aqua Pennsylvania, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010
Attention: Legal Department

If to Pennsylvania American:
800 West Hersheypark Drive
Hershey, PA 17033
Attention: Vice President

With Required Copy to:
800 West Hersheypark Drive
Hershey, PA 17033
Attention: Legal Department

or to such other address(es) and to such individuals as may be specified by either party by prior written notice.

5. Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in effect.

6. Failure by a Party to enforce any provision of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver of rights.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. The Parties agree that this Agreement is subject to the jurisdiction and approval of the Commission, however, the provision of usage date between the parties under Section B, above, will commence, under the terms as set forth in this Agreement, upon the signing of this Agreement.

The remainder of this page intentionally left blank. Signatures on next page.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their appropriate officers.

This agreement will be effective on the 17th day of December, 2018.

ATTEST:

AQUA PENNSYLVANIA, INC.

Heidi H. McIntyre By: [Signature]
Ass't Secretary Heidi H. McIntyre President
(SEAL)

ATTEST:

AQUA PENNSYLVANIA
WASTEWATER, INC.

Heidi H. McIntyre By: [Signature]
Ass't Secretary Heidi H. McIntyre President
(SEAL)

ATTEST:

PENNSYLVANIA AMERICAN
WATER COMPANY

Secretary (Vice) President
(SEAL)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their appropriate officers.

This agreement will be effective on the 17th day of December, 2018.

ATTEST:

AQUA PENNSYLVANIA, INC.

Secretary
(SEAL)

By: _____
President

ATTEST:


AQUA PENNSYLVANIA
WASTEWATER, INC.

Secretary
(SEAL)

By: _____
President

ATTEST:

PENNSYLVANIA AMERICAN
WATER COMPANY




Secretary
(SEAL)

By: 

(Vice) President

VERIFICATION

I, Sarah Eccles, Customer Care Operations Manager of Essential Utilities, Inc., hereby state that the facts set forth in the Joint Application of Pennsylvania American Water Company, Aqua Pennsylvania, Inc., and Aqua Pennsylvania Wastewater, Inc. are true and correct to the best of my knowledge, information and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

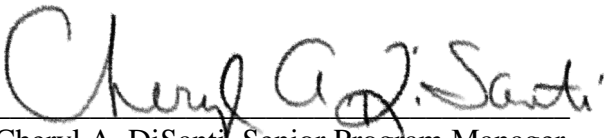


Sarah Eccles
Customer Care Operations Manager
Essential Utilities, Inc.

Dated: April 12, 2023

VERIFICATION

I, CHERYL A. DISANTI hereby state that the facts above set forth in the attached Joint Application above are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements made herein are made subject to the penalties of 18 Pa. Cons. Stat. §4904 relating to unsworn falsification to authorities.


Cheryl A. DiSanti, Senior Program Manager
Business Performance
Pennsylvania-American Water Company

Date: 4/13/2023