

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120**

Public Meeting held June 15, 2023

Commissioners Present:

Gladys Brown Dutrieuille, Chairman
Stephen M. DeFrank, Vice Chairman
Ralph V. Yanora
Kathryn L. Zerfuss
John F. Coleman, Jr.

Pennsylvania Public Utility Commission,
Bureau of Investigation and Enforcement

M-2023-3031237

v.

Aqua Pennsylvania, Inc.

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition is a proposed Joint Petition for Approval of Settlement (Settlement Agreement, Settlement, or Joint Petition), filed on January 27, 2023, by the Commission's Bureau of Investigation and Enforcement (I&E) and Aqua Pennsylvania, Inc. (Aqua or the Company) (collectively the Parties), with respect to an informal investigation conducted by I&E. The Joint Petition contains terms and conditions representing a comprehensive settlement, along with Statements in Support of the Settlement Agreement (Statements in Support), regarding I&E's informal investigation.

Both Parties submit that the proposed Settlement Agreement is in the public interest and is consistent with our Policy Statement at 52 Pa. Code § 69.1201, *Factors and standards for evaluating litigated and settled proceedings involving violations of the Public Utility Code and Commission regulations—statement of policy* (Policy Statement). Settlement Agreement at ¶ 10. The Settlement was published in the *Pennsylvania Bulletin* to provide an opportunity for interested parties to file comments regarding the proposed Settlement.¹ No comments to the published Settlement were filed. Having provided the opportunity for public input, we now turn to the disposition on the merits of the proposed Settlement, consistent with the requirement of 52 Pa. Code § 3.113(b)(3).

I. History of the Proceeding

This matter concerns an informal investigation initiated by I&E based on a referral from the Commission’s Bureau of Consumer Services (BCS) regarding several informal complaints from Aqua customers who had their water service terminated for non-payment. Upon BCS’ review of these complaints, it was revealed that these customers had their water service terminated after expiration of their 10-day shut off notices.

Based on these allegations, I&E determined that an informal investigation was warranted to determine whether the actions of Aqua violated 52 Pa. Code § 56.91(a), or another regulation, law, or order that the Commission has jurisdiction to administer.

The Parties entered negotiations and agreed to resolve these matters in accordance with the Commission’s policy to promote settlements at 52 Pa. Code § 5.231. Settlement Agreement at 4. The Parties filed the instant Settlement Agreement on January 27, 2023.

¹ See, 53 Pa. B. 1617 (March 18, 2023).

As a result of successful negotiations between I&E and Aqua, the Parties have reached an agreement on an appropriate outcome to the investigation as encouraged by the Commission's policy to promote settlements. *See*, 52 Pa. Code § 5.231. The Settlement also is consistent with the Commission's Policy Statement for evaluating litigated and settled proceedings involving violations of the Public Utility Code and Commission Regulations, 52 Pa. Code § 69.1202. The Parties agree to the settlement terms set forth and urge the Commission to approve the Settlement as submitted as being in the public interest.

II. Background

In January 2022, BCS received informal consumer complaints wherein the consumers alleged that their Aqua water service was terminated for non-payment. The consumers sought Commission assistance in having their water service restored. BCS' review of the January 2022 informal complaints revealed that each consumer had their water service terminated following expiration of the 10-day shut off notices issued to them by Aqua. On February 10, 2022, BCS spoke with representatives from Aqua concerning the expired 10-day shut off notices and on February 28, 2022, BCS referred its concerns to I&E. Settlement Agreement at ¶¶ 11-13.

On March 30, 2022, I&E issued a Data Request Letter (I&E Data Requests - Set I) informing Aqua that it has initiated an informal investigation regarding potential violations of the Commission's Regulations by Aqua. Aqua was additionally informed of the scope of I&E's investigation and was asked to provide a response to eight (8) data requests. On April 19, 2022, Aqua timely provided its responses to I&E Data Requests - Set I. On May 5, 2022, I&E submitted a second set of data requests (I&E Data Requests - Set II), to which Aqua timely provided its responses on June 2, 2022. Settlement Agreement at ¶¶ 14-15.

Aqua's responses to I&E's Data Requests reveal that sixty-seven (67) Aqua customers had their water service terminated following expiration of the 10-day shut off notices issued to those customers. That is, sixty-seven (67) customers had their water service terminated more than sixty (60) days following issuance of their 10-day shut off notices. Settlement Agreement at ¶¶ 16.

In terminating water service to customers following the expiration of their 10-day shut off notices, Aqua may have violated Section 56.91(a) of the Commission's Regulations. Specifically, pursuant to 52 Pa. Code § 56.91(a), public utilities are required to issue 10-day shut off notices to customers prior to terminating their water service. The regulation states that these shut off notices shall remain in effect for 60 days. 52 Pa. Code § 56.91(a).^{2,3} Settlement Agreement at ¶¶ 17-18.

Through its responses to I&E's data requests, Aqua revealed the following relevant information concerning its procedures for terminating residential water service:

- Aqua's customer information system (Banner) automatically creates a 10-day shut off notice when a residential customer's past due balance rises past \$110.
- Seven days past due, the delinquent customer is mailed a 10-day shut off notice.
- Eight days after the 10-day shut off notice is issued, the customer will receive a 72-hour call from Aqua.⁴
- Fifteen days after the 10-day shut off notice is issued, Banner will create a shut-off service order.

² See also, 66 Pa. C.S.A. § 1406(b)(1)(i).

³ Additionally, 10-day shut off notices must include a statement that specifies that the notice is valid for 60 days. See 52 Pa. Code § 56.91(b)(5). The notices issued to the January 2022 consumer complainants contained this statement.

⁴ See, 52 Pa. Code § 56.93.

- Every Monday, a report of all open shut-off service orders is generated. As a quality control measure, Aqua's Collections Department reviews all open shut-off service orders to ensure compliance with the 60-day requirement. All expired orders are to be cancelled. The delinquency process may restart with a new 10 day shut off notice.
- On the day that a customer's water service is to be terminated, Aqua Field Service Representatives (FSR) receive the shut-off order from the Collections Department. As a quality control measure, FSRs are to review the service order to ensure that it complies with the 60-day requirement.

Settlement Agreement at ¶ 19.

Aqua identified two reasons as to why water service was terminated to customers following expiration of their 10-day shut off notices: (1) the Monday morning report was not using date that the 10-day shut off notice was issued to define the 60-day limit, and (2) gaps in employee training with respect to identifying service orders outside the 60-day limit. Settlement Agreement at ¶ 20.

As a result of the improper terminations identified through I&E's investigation, Aqua made the following changes to its internal procedures:

- Corrected the Monday report of all open terminations service orders to utilize the date of the 10-day shut-off notice. Any order reaching the 60-day limit will be cancelled in Banner.
- Updated Aqua's service order management system to more easily identify when an account is approaching the 60-day limit.

- Updated training for all PA field employees and held meetings to review with the state divisions and the Company's contractor.
- Updated its PA Collection Activity Manual to instruct the Collections Department to verify the status of shut-off orders by looking at the date the 10-day shut-off notice was issued, and to restart with a 10-day shut off notice posting if the order has expired.

Settlement Agreement at ¶ 21.

Concerning the sixty-seven (67) customers who had their water service improperly terminated, Aqua made the following efforts to restore their water service:

- Forty (40) customers had their water service restored and restoration fee waived, with most of the restorations taking place within one to two days. Seventeen (17) customers were informed, by voicemail or by notice posted at their place of residence to contact Aqua to have their water service restored due to these customers not responding to Aqua's attempts to contact them for water service restoration.
- Ten (10) customers were no longer customers of Aqua following termination of their water service.

Settlement Agreement at ¶ 22.

The results of I&E's investigation, which included review of the consumer complaints, and Aqua responses to data requests, formed the basis for the instant Settlement Agreement.

On March 2, 2023, the Commission directed that, before issuing a decision on the merits of the proposed Settlement, and consistent with the requirement of 52 Pa. Code § 3.113(b)(3), the Settlement be published in the *Pennsylvania Bulletin* to

provide an opportunity for interested parties to file comments regarding the proposed Settlement within twenty-five (25) days after the date of publication in the *Pennsylvania Bulletin*. *March 2023 Order*.

As previously noted, on March 18, 2023, the Settlement was published in the *Pennsylvania Bulletin*, providing for a twenty-five (25) day comment period, during which any interested party was invited to file comments to the proposed Settlement. *See, 53 Pa. B. 1617*.

No comments were filed.

B. Alleged Violations

Based on its informal investigation, if this matter had been litigated, I&E would have proffered evidence and legal arguments to demonstrate that Aqua violated Section 56.91(a) of the Commission's Regulations when it terminated water service to sixty-seven (67) of its customers following the 60-day expiration of the 10-day shut off notices issued to those customers. Settlement Agreement at ¶ 24.

On the other hand, if this matter had been litigated, Aqua would have denied that it violated Section 56.91(a) of the Commission's Regulations, raised defenses and/or mitigating factors in support of its defense, and defended against the same at hearing. Settlement Agreement at ¶ 25.

As a result of negotiations, the Parties entered into the proposed Settlement Agreement to resolve their differences. The Parties assert that the proposed Settlement Agreement is in the public interest and should, therefore, be approved by the Commission. Settlement Agreement at 28. I&E submits: (1) that Aqua fully cooperated with its investigation by fully complying with I&E's requests for information and

documentation; (2) that the internal issues that led to the unlawful termination have been corrected; (3) that there has been no further unlawful terminations as a result of the now corrected internal issues; (4) that Aqua moved quickly to restore service to the customers whose service was unlawfully terminated; and (5) Aqua waived all reconnection fees for those customers whose service it restored. Settlement Agreement Appendix A, I&E Statement in Support, at 3.

III. Terms of the Settlement

The Parties state that the purpose of the Settlement is to terminate I&E's informal investigation and settle this matter completely without litigation. Both Parties jointly acknowledge that approval of the Settlement Agreement is in the public interest and is fully consistent with the Commission's Policy Statement at 52 Pa. Code § 69.1201. Moreover, the Parties agree that the Settlement Agreement is in the public interest because it effectively addresses I&E's allegations that are the subject of I&E's informal investigation and avoids the time and expense of litigation, which entails hearings and travel.

Pages 8 through 10 of the Settlement Agreement set forth the full Settlement Terms and Conditions.

The essential terms of the Joint Settlement are set forth in Paragraph No. 26 of the Joint Petition, which is recited in full, below, as it appears in the Joint Petition:

26. Pursuant to the Commission's policy of encouraging settlements that are reasonable and in the public interest, the Parties held discussions that culminated in this Settlement. I&E and Aqua desire to (1) terminate I&E's informal investigation; and (2) settle this matter completely without litigation. The Parties recognize that this is a disputed matter and given the inherent

unpredictability of the outcome of a contested proceeding, the Parties further recognize the benefits of amicably resolving the disputed issues. The terms of the Settlement, for which the Parties seek Commission approval, are set forth below:

- a) Aqua shall pay a civil penalty of Thirty-Three Thousand Five-Hundred dollars (\$33,500.00) to fully and finally resolve all possible claims of alleged violations of the Public Utility Code and the Commission's regulations in connection with the Company's termination of service after the expiration of the 10-day shut off notice related to the accounts at issue. Said payment shall be made within thirty (30) days of the date of the Commission's Final Order approving the Settlement Agreement and shall be made by certified check or money order payable to the "Commonwealth of Pennsylvania" and sent to:

Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

The civil penalty shall not be tax deductible pursuant to Section 162(f) of the Internal Revenue Code, 26 U.S.C.S. § 162(f) or passed through as an additional charge to Aqua's customers in Pennsylvania.

Settlement Agreement at ¶ 26.

The Parties state that the Joint Petition represents the Settlement Agreement in its entirety. In consideration of Aqua's agreement to pay a civil penalty, I&E agrees that its informal investigation relating to Aqua's conduct will be terminated and marked closed upon approval by the Commission of the Settlement Agreement, without modification, and receipt of the civil penalty. Settlement Agreement at ¶¶ 27, 28.

The proposed Settlement Agreement is conditioned on the Commission's approval without modification of any of its terms or conditions. If the Commission rejects the proposed Settlement Agreement, or makes any change or modification thereto, either Party may elect to withdraw from the Settlement Agreement. Moreover, the Settlement Agreement represents a compromise of positions and does not necessarily reflect any party's position with respect to any issues raised in this proceeding. Finally, the Parties present the Settlement Agreement only in the context of this proceeding in an effort to resolve the proceeding in a manner that is fair and reasonable. The Settlement Agreement is presented without prejudice to any position that any of the Parties may have advanced and without prejudice to any position that any of the Parties 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 Agreement. Settlement Agreement at ¶¶ 30-35.

IV. Discussion

Initially, we note that any issue or argument that we do not specifically address shall be deemed to have been duly considered and denied without further discussion. The Commission is not required to consider expressly or at length each contention or argument raised by the Parties. *Consolidated Rail Corp. v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlth. 1993); also, see generally, *University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

The focus of inquiry for determining whether a proposed settlement should be recommended for approval is not a "burden of proof" standard, as is utilized for contested matters. *Pa. PUC, et al. v. City of Lancaster - Bureau of Water*, Docket Nos. R-2010-2179103, *et al.* (Order entered July 14, 2011). Rather, the benchmark for determining the acceptability of the proposed Settlement is whether the proposed terms and conditions are in the public interest. *Id.* (citing *Warner v. GTE North, Inc.*, Docket

No. C-00902815 (Order entered April 1, 1996); *Pa. PUC v. C.S. Water and Sewer Associates*, 74 Pa. P.U.C. 767 (1991)).

Pursuant to the Commission’s Regulations at 52 Pa. Code § 5.231, it is the Commission’s policy to promote settlements. The Commission must, however, review proposed settlements to determine whether the terms are in the public interest. *Pa. PUC v. Philadelphia Gas Works*, Docket No. M-00031768 (Order entered January 7, 2004). Based on our review of the Settlement terms and conditions, we find that the Settlement is in the public interest.

Consistent with the Commission’s policy to promote settlements, we have promulgated a Policy Statement regarding *Factors and Standards for Evaluating Litigated and Settled Proceedings Involving Violations of the Public Utility Code and Commission Regulations* (Policy Statement) at 52 Pa. Code § 69.1201. *See also, Joseph A. Rosi v. Bell-Atlantic-Pennsylvania, Inc.*, Docket No. C-00992409 (Order entered March 16, 2000). The Policy Statement sets forth ten (10) factors that we may consider in evaluating whether a civil penalty for violating a Commission Order, Regulation, or statute is appropriate, as well as if a proposed settlement for a violation is reasonable and approval of a proposed settlement agreement is in the public interest. The Commission will not apply the factors as strictly in settled cases as in litigated cases. 52 Pa. Code § 69.1201(b). While many of the same factors may still be considered, in settled cases, the parties “will be afforded flexibility in reaching amicable resolutions to complaints and other matters as long as the settlement is in the public interest.” *Id.* The Policy Statement sets forth the guidelines we use when determining whether, and to what extent, a civil penalty is warranted. In this case, application of these guidelines supports approval of the Settlement.

The first factor we may consider is whether the conduct at issue is of a serious nature. 52 Pa. Code § 69.1201(c)(1). “When conduct of a serious nature is

involved, such as willful fraud or misrepresentation, the conduct may warrant a higher penalty. When the conduct is less egregious, such as administrative filing or technical errors, it may warrant a lower penalty.” *Id.*

The alleged violations against Aqua involve unlawful terminations of service which both I&E and Aqua assert were not caused by willful fraud or misrepresentation by Aqua. In acknowledging the unlawful terminations, Aqua explained that the terminations were caused by errors in the Company’s information system and gaps in employee training, rather than any willful action on Aqua’s part. Both Parties note that the terminations were short lived and that Aqua acted promptly to remedy the situation. I&E Statement in Support at 6; Aqua Statement in Support at 2-3.

In view of the statements of the Parties, we agree with the Parties that the Company’s conduct here was not of a serious nature that could be construed as willful fraud or misrepresentation. Therefore, we are of the opinion that the nature of the conduct here warrants in favor of a lower penalty.

The second factor is whether the resulting consequences of the conduct are of a serious nature. 52 Pa. Code § 69.1201(c)(2). “When consequences of a serious nature are involved, such as personal injury or property damage, the consequences may warrant a higher penalty.” *Id.* Here, I&E asserts that the loss of water service for sixty-seven (67) customers is of a serious nature, particularly during the colder months. On that basis I&E asserts that this factor weighs in favor of assessing a higher penalty. I&E Statement in Support at 6-7. While Aqua readily acknowledges that the loss of water utility service is of a serious nature, Aqua and I&E further notes that the terminations did not result in property damage or personal injury. I&E Statement in Support at 6; Aqua Statement in Support at 3.

Upon review, we agree with I&E that the loss of water utility service for sixty-seven (67) customers constitutes a serious consequence resulting from the alleged conduct which weighs in favor of an increased penalty. However, we also note that while the loss of utility service is a serious consequence, no property damage or personal injury resulted from the alleged conduct.

The third factor is “[w]hether the conduct at issue was deemed intentional or negligent. This factor may only be considered in evaluating litigated cases. When conduct has been deemed intentional, the conduct may result in a higher penalty.” 52 Pa. Code § 69.1201(c)(3). The third factor pertains to litigated cases only. *Id.* Because this proceeding was settled prior to the filing of a complaint by I&E, this factor is not applicable to this Settlement.

The fourth factor is whether the regulated entity made efforts to modify internal practices and procedures to address the conduct at issue and prevent similar conduct in the future. The amount of time it took the utility to correct the conduct once it was discovered and the involvement of top-level management in correcting the conduct may be considered. 52 Pa. Code § 69.1201(c)(4). In this case, I&E submitted that Aqua has made efforts to ensure that similar conduct does not reoccur in the future. I&E noted that, to address the alleged conduct, Aqua has already made modifications to its practices and procedures, including: (1) correcting the Monday report of all open termination service orders to utilize the 10-day shut-off notice, (2) updating the service order management system to readily identify an account approaching the 60-day limit, (3) updating training for field employees and review with state divisions and Company’s contractor, and (4) updating its PA Collection Activity Manual to verify the status of shut-off orders. I&E also acknowledges that Aqua worked promptly to rectify the unlawful terminations. I&E Statement in Support at 7-8; Aqua Statement in Support at 3-4.

The fifth factor is the number of customers affected and the duration of the violations. 52 Pa. Code § 69.1201(c)(5). I&E noted that the following facts were considered when calculating the penalty: (1) Aqua unlawfully terminated water service to sixty-seven (67) customers; (2) of the 67 customers, forty (40) had their service restored by May 27, 2022; and (3) the majority of the terminations were resolved by restoration of service within two days. Aqua submits that, as only a small number of customers lost water utility service as a result of Aqua's violation and only for a short duration, the fifth factor weighs in favor of a lower penalty for Aqua's violation. I&E Statement in Support at 8; Aqua Statement in Support at 4. Given that the number of customers impacted was relatively small and for a short duration, we find the proposed level of civil penalty to be fair and reasonable.

We may also consider the compliance history of the regulated entity. 52 Pa. Code § 69.1201(c)(6). "An isolated incident from an otherwise compliant utility may result in a lower penalty, whereas frequent, recurrent violations by a utility may result in a higher penalty." *Id.* Here, I&E noted that to date, I&E is not aware of any formal complaints which alleged unlawful termination of water service in connection with the present circumstances. I&E further notes that Aqua's strong compliance history related to termination of service mitigates in favor of a lower penalty, particularly given that Aqua serves a relatively large number of customers. I&E Statement in Support at 8-9. Based upon Aqua's positive record of compliance on this issue, we find that this factor weighs in favor of a lower penalty in the circumstances.

In addition, the seventh factor we may consider is whether the regulated entity cooperated with the Commission's investigation. 52 Pa. code § 69.1201(7). Here, I&E submits that this factor weighs in favor of a reduced penalty for Aqua. I&E notes that Aqua cooperated fully in the investigation, including timely responding to I&E's Data Requests and voluntary participation in settlement discussions. I&E Statement in Support at 9. On this basis, we agree with I&E that this factor weighs in Aqua's favor.

The eighth and ninth factors we may consider are the amount of the civil penalty or fine necessary to deter future violations, as well as past Commission decisions in similar situations. 52 Pa. Code §§ 69.1201(c)(8) and (c)(9). I&E submitted that the civil penalty amount of \$33,500, which is not tax deductible, is substantial and sufficient to deter Aqua from committing future violations. I&E Statement in Support at 9.

Regarding past Commission decisions, I&E submitted that the following decisions support the amount of the penalty agreed upon by the Settlement, including:

- *Pa. PUC Bureau of Investigation and Enforcement v. PECO Energy Co.*, M-2018-2531404 (Order entered February 7, 2019) (38 customers suffered unlawful terminations in the winter in violation of the Commission's winter moratorium. The Commission approved a Settlement with modifications, ordering that PECO pay a \$10,000 civil penalty in addition to increasing the amount available for matching contributions in PECO's Matching Energy Assistance Fund by \$20,000);
- *Pa. PUC Prosecutory Staff v. Metropolitan Edison Co., Pennsylvania Electric Co. and Pennsylvania Power Co. d/b/a FirstEnergy, and Pennsylvania Power Co. d/b/a FirstEnergy*, M-2009-2112849 (Opinion and Order entered December 7, 2009) (492 customers had their service terminated without receiving the required 10-day shut off notice. The Commission approved a Settlement with modifications, ordering First Energy to make contributions in the amount of \$200,000 to hardship programs, in addition to the credits First Energy agreed to make towards its customers);
- *Pa PUC Bureau of Investigation and Enforcement v. PECO Energy Co.*, M-2021-3014286 (Opinion and Order entered December 8, 2022) (48,536 distinct customers had their service terminated without being personally contacted by PECO prior to termination as required by the Public Utility Code and Commission's

regulations. The Commission approved a Settlement with modifications, ordering PECO to pay a \$200,000 civil penalty in addition to providing a \$100,000 contribution to its Matching Energy Assistance Fund. The civil penalty and contribution were increased from the amounts proposed in the Settlement to account for the Settlement's failure to address penalties associated with PECO's unlawful collection of reconnection fees from the customers in violation of the Code and Commission regulations).

Considering the terms of the Settlement, and in view of the prior orders relied upon by I&E, we agree and find that the proposed civil penalty will help deter future violations and presents a fair and reasonable outcome. I&E Statement in Support at 9-10.

The tenth factor to consider is other "relevant factors." 52 Pa. Code § 69.1201(c)(10). I&E submitted that an additional relevant factor of pivotal importance to the instant Settlement is whether the case was settled or litigated. I&E noted that a settlement avoids the necessity for the governmental agency to prove elements of each allegation. I&E further noted that, upon both parties negotiating from their initial litigation positions, the opposing party agrees to a lesser fine, penalty, or other remedial action that would have been difficult to predict in a fully-litigated proceeding. As such, I&E offered that the terms of Settlement are reasonable and in the public interest. I&E Statement in Support at 11.

Finally, as asserted by the Parties, we agree that it is in the public interest to settle this matter, both to avoid the expense of litigation and to conserve administrative and judicial resources.

For the reasons set forth above, after reviewing the terms of the Settlement, we find that approval of the Settlement is in the public interest and is consistent with the terms of our Policy Statement and our past decisions.

IV. Conclusion

It is the Commission's policy to promote settlements. 52 Pa. Code § 5.231. The Parties herein have provided the Commission with sufficient information upon which to thoroughly consider the terms of the proposed Settlement. Based on our review of the record in this case, the Commission's Regulations and policy statements, as well as the foregoing discussion, we find that the proposed Settlement between the Commission's Bureau of Investigation and Enforcement and Aqua Pennsylvania, Inc., is in the public interest and merits approval. Accordingly, we will approve the Settlement, consistent with this Opinion and Order issuing a decision on the merits of the proposed Settlement, consistent with the requirement of 52 Pa. Code § 3.113(b)(3), and for the reason(s) stated above; **THEREFORE,**

IT IS ORDERED:

1. That the Joint Petition for Approval of Settlement filed on January 27, 2023, between the Commission's Bureau of Investigation and Enforcement and Aqua Pennsylvania, Inc. is approved in its entirety without modifications.

2. That, in accordance with Section 3301 of the Public Utility Code, 66 Pa. C.S. § 3301, within thirty (30) days of the date this Order becomes final, Aqua Pennsylvania, Inc., shall pay Thirty-Three Thousand Five-Hundred dollars (\$33,500.00), which consists of the entirety of the civil penalty amount. Said payment shall be made

by certified check or money order payable to “Commonwealth of Pennsylvania” and shall be sent to:

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

3. That the civil penalty shall not be tax deductible or passed through as an additional charge to Aqua PA’s customers in Pennsylvania.

4. A copy of this Opinion and Order shall be served upon the Financial and Assessment Chief, Office of Administrative Services.

5. That the above-captioned matter shall be marked closed upon receipt of Aqua Pennsylvania, Inc.’s payment of the civil penalty.

BY THE COMMISSION



Rosemary Chiavetta
Secretary

(SEAL)

ORDER ADOPTED: June 15, 2023

ORDER ENTERED: June 15, 2023