



**Erin K. Fure**  
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June 21, 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**

**Docket No. M-2023-3040157**

Dear Secretary Chiavetta:

In response to your letter dated May 31, 2023 attached for filing is Pennsylvania-American Water Company's responses to Data Request Set I, regarding the above referenced docket number.

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: Paul Zander, Bureau of Technical Utility Services (*via electronic mail*)  
All Parties on the attached Certificate of Service (*via electronic mail*)

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>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</b>	: : : : : : :	<b>Docket No. M-2023-3040157</b>
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**CERTIFICATE OF SERVICE**

I hereby certify that I am this day serving the above-referenced Responses 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 June 21, 2023**

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

NazAarah Sabree, Small Business Advocate  
Office of Small Business Advocate  
555 Walnut Street  
1<sup>st</sup> 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)*

Alexander R. Stahl, Esquire  
Aqua Pennsylvania, Inc.  
Aqua Pennsylvania Wastewater, Inc.  
762 W. Lancaster Avenue  
Bryn Mawr, PA 19010  
*(via electronic mail)*

Respectfully Submitted,



Erin K. Fure, Esquire (PA ID #312245)  
Pennsylvania-American Water Company  
852 Wesley Drive  
Mechanicsburg, PA 17055  
Phone: (717) 550-1574  
Email: [erin.fure@amwater.com](mailto:erin.fure@amwater.com)

**Attorney for Pennsylvania-American  
Water Company**

**Joint Services Agreement of Pennsylvania-American Water Company,  
Pennsylvania-American Water Company – Wastewater Division, Aqua  
Pennsylvania, Inc., and Aqua Pennsylvania Wastewater, Inc.**

**Docket No. M-2023-3040157**

**Pennsylvania-American Water Company's Responses to TUS Data Requests Set I**

**M-1** In the filing, the Parties requested Pennsylvania Public Utility Commission (Commission) approval of the Joint Services Agreement attached to the filing as Exhibit A (the Joint Agreement) under Section 1506 of the Pennsylvania Public Utility Code, 66 Pa.C.S. § 1506 (Section 1506). Section 1506 provides that public utilities shall, when required by the Commission, file verified copies of certain documents, arrangements, or engagements related to the public utility's public utility services entered by such public utility with certain third parties. Please provide evidence that the Commission directed each Party to file a copy of the Joint Agreement with the Commission pursuant to Section 1506.

**Response:** The Commission did not direct Pennsylvania-American Water Company ("PAWC") to file a copy of the Joint Agreement with the Commission.

**Joint Services Agreement of Pennsylvania-American Water Company,  
Pennsylvania-American Water Company – Wastewater Division, Aqua  
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**M-2** Section 5.12(a)(3) of the Commission's regulations, 52 Pa. Code § 5.12(a)(3), requires applications to the Commission to cite by appropriate reference the statutory provisions, regulations or other authority under which Commission authorization or permission is sought. However, Section 1506 appears to be a filing requirement that does not provide any Commission authorization or permission. Please identify the statutory provisions, regulations, and other authorities under which Commission authorization or permission is requested for the Joint Agreement.

**Response:** PAWC seeks Commission approval of the Joint Agreement in order to perform shut-off procedures between Aqua PA, APW, and PAWC. The Commission has the authority to review, reform, and revise contracts under 66 Pa. C.S. § 508.

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**M-3** In Re Jersey Shore Water Company, 51 Pa. P.U.C. 191 (October 21, 1977), the Commission indicated by declaratory order that, "it must be presumed that the legislature did not intend to allow a utility to terminate service unless there has been nonpayment of a bill rendered by that utility. The public interest requires that termination of utility service not be used as a collection device for parties other than the utility. However, that presumption is not applicable when the legislature explicitly provides otherwise. [Section] 1 of the act of April 14, 1949 [...] is such an explicit legislative exception to the general rule." Also, the act of April 14, 1949 (P.L. 482, No. 98) was repealed and replaced by the Water Services Act, 53 P.S. §§ 3102.101, *et seq.* However, the Water Services Act provides for the termination of water service due to nonpayment of wastewater rates imposed by a municipality or municipal authority. Since PAWC-WD is neither a municipality nor a municipal authority, please identify the statutory provisions, regulations, and other authorities under which Aqua may terminate water service to a customer due to nonpayment of PAWC-WD wastewater charges.

**Response:** Aqua PA, APW, and PAWC through the Joint Agreement sought a cost-effective means of terminating water service for nonpayment of wastewater service between the companies where the companies had overlapping service territory. Shut-off of wastewater service is not similar to shut-off of water service in that it will often require significant cost to be incurred, including possible permitting and excavation at the curb line. While it is correct that the Water Service Act does not apply between private public utilities, Aqua PA, APW, and PAWC sought a means to effect terminations between the companies in a manner that would reduce overall bad debt of the companies as the companies do not have the ability to lien properties for nonpayment of wastewater service.

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**Pennsylvania-American Water Company's Responses to TUS Data Requests Set I**

**M-4.** Section 56.83(2) of the Commission's regulations, 52 Pa. Code § 56.83(2), provides that unless expressly and specifically authorized by the Commission, residential public utility service may not be terminated, nor will a termination notice be sent, for nonpayment for a different class of service received at the same or a different location. Please provide evidence that the Commission provided a waiver of 52 Pa. Code § 56.83(2) and authorized Aqua to send termination notices and terminate Aqua residential water service to a customer due to nonpayment of PAWC-WD wastewater charges.

**Response:** To PAWC's knowledge, Aqua PA has not receive a waiver from the Commission to send termination notices and terminate Aqua PA's residential water service for nonpayment of PAWC-WD wastewater charges. The filing, and request for Commission approval, of this contract is why PAWC, Aqua PA, and APW seek from the Commission to allow for termination of service for non-payment to occur. Please see the response to M-7, no terminations have occurred under this Joint Agreement.

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**M-5.** The Joint Agreement, Page 4, Section C.1. specified that upon written request by PAWC-WD specifying a premise in certain Aqua water systems for which rates for wastewater service have not been paid for at least thirty days from the due date, Aqua must proceed to shut-off water service. However, Page 63, Section 56 of Aqua's effective water tariff does not identify that water service to an Aqua customer may be terminated due to nonpayment of PAWC-WD wastewater charges. Please provide evidence that Aqua's effective water tariff permits Aqua to terminate water service under the Joint Agreement.

**Response:** Aqua PA's effective water tariff does not prohibit Aqua PA from terminating water service under the Joint Agreement. PAWC, Aqua PA, and APW are seeking approval from the Commission for such terminations to occur under the Joint Agreement. No terminations have occurred under this Joint Agreement. If the Commission approves the Joint Agreement, PAWC will work with Aqua PA on tariff amendments and file them with the Commission prior to termination of service under the provisions of the Joint Agreement.

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**M-6.** The Joint Agreement, Page 4, Section C.3. specified that water service shall remain off until Aqua is advised by PAWC-WD that all overdue charges have been paid, otherwise resolved, or as may be requested. However, Aqua's effective water tariff does not identify that Aqua may refuse to provide water service to a customer until Aqua is advised by PAWC-WD that all overdue wastewater charges have been paid, otherwise resolved, or as may be requested. Please provide evidence that Aqua's effective water tariff permits Aqua to refuse to provide water service to a customer under the Joint Agreement.

**Response:** Aqua PA's tariff does not prohibit it from refusing to provide service under the Joint Agreement. PAWC, Aqua PA, and APW are seeking approval from the Commission to perform the terminations and restoration of service under the terms of the Joint Agreement. If the Commission approves the Joint Agreement, PAWC will work with Aqua PA on tariff amendments to allow for the refusal of water service under the provisions of the Joint Agreement.

**Joint Services Agreement of Pennsylvania-American Water Company,  
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**M-7.** The Joint Agreement's Section C does not identify when shut-off services would commence. Please clarify if Aqua has previously provided shut-off services described in the Joint Agreement's Section C and, if so, quantify the number of customers who have had water service terminated due to nonpayment of PAWC-WD wastewater charges under the Joint Agreement.

**Response:** Aqua has not provided shut-off services under the Joint Agreement. PAWC, Aqua PA, and APW sought Commission approval prior to commencing any shut-offs.

**Joint Services Agreement of Pennsylvania-American Water Company,  
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**M-8.** Please quantify PAWC-WD's estimated incremental annual revenues and expenses for the rates and services included in the Joint Agreement's Section B – Usage Data.

**Response:** Under the Joint Agreement, PAWC collected approximately \$18,000 for meter read data from Aqua for calendar year 2022. The Joint Agreement allows PAWC to charge the volumetric rates in PAWC's tariff and collect revenues for those systems where Aqua PA provides water service.

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**M-9.** Please quantify PAWC's estimated incremental annual revenues and expenses for the rates and services included in the Joint Agreement's Section C – Shut-Off Procedures.

**Response:** PAWC has not quantified its expenses associated with performing shut off procedures under the Joint Agreement. Revenues will increase for PAWC as previously uncollectible bad debt and past due accounts can be terminated under the Joint Agreement. The extent to which revenues will increase has not been quantified as that is dependent on how many past due accounts would be subject to termination under the Joint Agreement, which varies from time to time.

## VERIFICATION

I, CHERYL A. DISANTI hereby state that the facts above set forth in the attached Responses 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 DiSanti*

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

Date: 6/19/2023