



Elizabeth Rose Triscari

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VIA e-Filing

January 23, 2025

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

Re: Securities Certificate of Pennsylvania-American Water Company in the matter of the issuance of Promissory Notes in an aggregate outstanding principal amount not to exceed \$680,000,000

Docket No.: S-2024-3052458

Dear Secretary Chiavetta:

Pennsylvania-American Water Company (the "Company") is filing the attached update to the above-referenced Securities Certificate filed on December 9, 2024. The Company has updated its financials at Exhibits A, B, E and F from June 30, 2024 to September 30, 2024.

Under separate cover, the Company will be withdrawing its waiver request that was filed on January 14, 2025.

Should you have any questions regarding this filing, please contact me.

Sincerely,

A handwritten signature in blue ink that reads "Elizabeth Rose Triscari".

Elizabeth Rose Triscari

Enclosure

cc: Bureau of Technical Utility Services w/Enc. VIA Email –
Paul Diskin, Director
David Huff, Finance Supervisor
Marc Hoffer, Manger: Finance/Telecom
Vanessa Johns, Fixed Utility Financial Analyst

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re: Securities Certificate of :
Pennsylvania-American Water Company :
in the matter of the issuance of : **Securities Certificate**
Promissory Notes in an aggregate : **Docket No. _____**
outstanding principal amount not to :
exceed \$680,000,000 :

UPDATE TO SECURITIES CERTIFICATE

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

I. BACKGROUND

Pursuant to Chapter 19 of the Pennsylvania Public Utility Code (66 Pa. C.S. §1901, et seq.), Pennsylvania-American Water Company ("PAWC" or the "Company") hereby respectfully requests that the Pennsylvania Public Utility Commission ("PUC" or the "Commission") register this updated Securities Certificate and issue written notice of the registration to the Company, and in support thereof states as follows.

1. The name and address of the public utility filing this Securities Certificate are:

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

2. The names and address of the Company's attorney for this Securities Certificate are:

Elizabeth Rose Triscari, Esquire (PA ID # 306921)
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
Telephone: 717-550-1574
E-mail: Elizabeth.Triscari@amwater.com

3. PAWC is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania and is a wholly owned subsidiary of the American Water

Works Company, Inc. ("American Water"). The brief corporate history of the Company is: on February 1, 1989, the then-existing Pennsylvania-American Water Company (the result of the January 1, 1987 merger of Riverton Consolidated Water Company into Keystone Water Company) was merged with and into Western Pennsylvania Water Company, and the name of the surviving corporation was changed to Pennsylvania-American Water Company, a/k/a Pennsylvania American Water. The Company furnishes water service to the public in portions of the Counties of Adams, Allegheny, Armstrong, Beaver, Berks, Bucks, Butler, Centre, Chester, Clarion, Clearfield, Clinton, Columbia, Cumberland, Dauphin, Fayette, Indiana, Jefferson, Lackawanna, Lancaster, Lawrence, Lebanon, Luzerne, McKean, Monroe, Montgomery, Northampton, Northumberland, Pike, Schuylkill, Susquehanna, Union, Warren, Washington, Wayne, Wyoming and York. The Company furnishes wastewater service to customers in Adams, Allegheny, Beaver, Berks, Chester, Clarion, Cumberland, Lackawanna, McKean, Monroe, Montgomery, Northumberland, Pike, Washington and York Counties.

As of October 31, 2024, PAWC furnishes water service to 686,798 customers and wastewater service to 98,632 customers.

4. The Company is a Pennsylvania public utility subject to the jurisdiction of the Commission. As of December 31, 2023, 99.88% of the voting securities of the Company (including 100% of its Common Stock) were owned by American Water, a Delaware corporation, and its subsidiaries.

5. The Company proposes to issue an amount not to exceed \$680,000,000 in aggregate consolidated long-term debt under this securities certificate, by the issuance of one or more promissory notes (the "Notes") to American Water Capital Corp. ("AWCC") and pursuant to the terms of the Financial Services Agreement dated June 15, 2000.

6. AWWC is a wholly owned subsidiary of American Water and, therefore, is an affiliate of PAWC. By Order entered June 22, 2000, at Docket No. G-00000763, the Commission granted its approval of the Financial Services Agreement under Section 2102 of the Public Utility Code (66 Pa. C.S. § 2102). As fully explained in PAWC's affiliated interest filing at Docket No. G-00000763, similar Financial Services Agreements have been executed between AWCC and all of the participating companies within the American Water system (the "Participating Companies").

II. DESCRIPTION OF THE SECURITIES

7. PAWC proposes to issue securities described as follows:

a. TITLE OF SECURITIES:

Promissory Note.

b. AGGREGATE PRINCIPAL AMOUNT:

Not to exceed \$680,000,000

c. EXPECTED DATE OF ISSUE:

It is anticipated that the Notes or portions thereof will be issued from the date of registration hereof through the end of 2026. The specific issuance dates and principal amounts of each series of Notes will be dependent upon market conditions and the timing of regulatory approval.

d. DATE OF MATURITY:

The principal amount(s) shall be due and payable for each series of Notes at such times as AWCC must make principal payments with respect to the borrowings it makes in order to lend funds to PAWC pursuant to the Notes. It is anticipated that the dates of maturity shall be not more than 50 years from the nominal date(s) of issue of each series, with the expectation that the maturity dates may range from 5 to 50 years, dependent upon market conditions.

e. INTEREST RATES:

Interest rates charged by AWCC shall be at market rates, determined by market conditions at the time of issuance of each series. In connection with the issuance of long-term debt, PAWC may deem that it is in its best interest to enter into one or more swaps, hedges or other derivative agreements or arrangements with respect to such long-term debt.

f. PAYMENT DATES:

Interest due on the Notes shall be due and payable on the same business day on which AWCC must pay interest on the borrowings it makes in order to lend funds to PAWC pursuant to the Notes.

g. EXTENT TO WHICH TAXES ON SECURITIES ARE ASSUMED BY ISSUER:

None.

h. CALLABILITY AND CONVERSION PROVISIONS:

The Notes will be subject to the same redemption provisions as the borrowings made by AWCC in order to lend funds to PAWC pursuant to the Notes. The Notes will not be convertible into any other class of securities of PAWC.

i. MAINTENANCE:

None.

j. SINKING FUND PROVISIONS:

None.

k. NAME AND ADDRESS OF TRUSTEE:

None.

8. The loans from AWCC to PAWC evidenced by the Notes will be unsecured.

9. The purposes for which PAWC proposes to issue the Notes are to fund infrastructure investment growth, make acquisitions of water and wastewater assets, repay maturing long-term debt, refinance existing debt and to pay down short-term debt.

10. The expenses to be incurred by PAWC in connection with the issuance of the Notes will be nominal. Under the terms of the Financial Services Agreement, AWCC's issuance costs for its borrowings will be allocated among the Participating Companies in proportion to the principal amount that is loaned to each Participating Company. Accordingly, the proportionate share to PAWC for fees including, but not limited to, underwriter and legal fees, accountant's fees, company labor and miscellaneous costs are not expected to exceed 2.0% of the principal amount of the Notes.

11. No registration statement, application or declaration is required to be filed with the Securities and Exchange Commission with respect to the Notes.

12. There are appended hereto and made a part hereof the following Exhibits:

Exhibit A Balance Sheet of the Company as of September 30, 2024.

Exhibit B Statements of Income of the Company for the twelve months ended September 30, 2024.

Exhibit C Statement with Respect to Utility Plant Accounts at December 31, 2023.

Exhibit D [Not Applicable]

Exhibit E Statement showing the Status of Long-Term Debt Outstanding at September 30, 2024.

Exhibit F Statement showing the Status of Outstanding Capital Stock as of September 30, 2024.

Exhibit G [Not Applicable]

Exhibit H [Not Applicable]

- Exhibit I A copy of the resolutions of the Board of Directors of the Company authorizing the proposed issuance.
- Exhibit J Form of Note
- Exhibit K Statement showing, in journal entry form, all charges and credits to be made on the books of account of the Company as the result of the proposed issuance.
- Exhibit L Affidavit.

WHEREFORE, Pennsylvania-American Water Company respectfully request the Pennsylvania Public Utility Commission to register this updated Securities Certificate pursuant to Chapter 19 of the Public Utility Code, 66 PA.C.S. §1901, et seq., for the issuance, from time to time, from the date of registration hereof through the end of 2026, of various series of Notes in an aggregate outstanding principal amount not to exceed \$680,000,000

Dated: January 23, 2025

Pennsylvania-American Water Company



Elizabeth Rose Triscari, Esquire (PA ID # 306921)
Counsel for: Pennsylvania-American Water Company
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
Telephone: 717-550-1574
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Pennsylvania-American Water Company
Balance Sheet
September 30, 2024
(Dollars in Thousands)

EXHIBIT A

PA American Water
September 30, 2024
(Unaudited)

Assets

Cash and Cash Equivalents	5,109
Other Current Assets	414,615
Total Property, Plant, and Equipment	6,991,433
Regulatory Assets & Other L/T Assets	244,028
Total Assets	<hr/> 7,655,185

Capitalization and Liabilities

Short Term Debt	-
Current Portion of Long Term Debt	49,832
Other Current Liabilities	227,841
Total Long Term Debt	2,576,875
Regulatory & Other L/T Liabilities	1,239,915
Stockholder's Equity	3,318,864
Contributions in Aid of Construction	241,858
Total Capitalization and Liabilities	<hr/> 7,655,185

Pennsylvania-American Water Company

EXHIBIT B

Income Statement

for the Twelve Months Ended September 30, 2024

(Dollars in Thousands)

	PA American Water Twelve Months Ended September 30, 2024 (Unaudited)	
	\$	
Operating Revenues	\$	1,004,216
Operating Expenses		
Operation and Maintenance		295,666
Depreciation and Amortization		215,384
General Taxes and Other		18,597
Total Operating Expenses		<u>529,646</u>
Operating Income		474,569
Other Income (Expense)		
Other Income (Expense), Net		(885)
Interest Expense, Net		(72,524)
Total Other Expenses		<u>(73,410)</u>
Income Before Income Taxes		401,160
Provision for Income Taxes		101,001
Net Income	\$	<u>300,158</u>

PENNSYLVANIA AMERICAN WATER COMPANY**Exhibit C****Utility Plant Balances as of December 31, 2023***(\$ in thousands)*

	as of 12/31/2023
<u>Water Utility Plant</u>	
Intangible Plant	\$ 13,243
Source of Supply and Pumping	413,364
Water Treatment Equipment	851,957
Transmission and Distribution	4,910,233
General Plant	457,243
Not Classified	6,941
Subtotal Water	6,652,981
<u>Wastewater Utility Plant</u>	
Intangible Plant	221
Collection System	1,043,798
Treatment and Disposal Facilities	673,341
General Plant	50,151
Subtotal Wastewater	1,767,511
Total Utility Plant	<u><u>\$8,420,492</u></u>

(a) The aggregate principal amount of Bonds outstanding under Mortgage Indenture with U.S. Bank Trust Company, National Association as of 9/30/24:

No.	Internal Reference	External Reference	Start Term Date	End of Term Date	Interest Rate	Carrying Amount
1	BD240003	708653D*8	11/1/2003	11/1/2033	6.78	\$ 38,000,000
11	BD240004	708653AA8	9/1/2006	9/1/2026	7.8	150,000,000
14	BD240022	708653D#4	8/1/2004	8/1/2025	8.15	10,000,000
13	BD240020	708653C#5	11/1/2004	11/1/2031	8.82	10,000,000
						\$ 208,000,000

(b) The aggregate principal amount of all outstanding Long Term Debt of the Company other than that issued under the Indenture is as follows as of 9/30/24:

Government Debt (PENNVEST Loans and Tax Exempt Bonds)

No.	Internal Reference	External Reference	Start Term Date	End of Term Date	Interest Rate	Carrying Amount
6	BD240089	80173	7/1/2012	10/1/2032	3.117	\$ 4,735,999
7	BD240090	81018	7/1/2012	12/1/2031	3.098	687,402
8	BD240091	12680	7/1/2012	3/1/2041	1	1,047,225
10	BD240093	12706	7/1/2012	3/1/2032	2.69	470,733
26	BD240062	81006	7/1/2012	11/1/2024	1.156	51,008
27	BD240063	88012	7/1/2012	12/1/2025	2.763	325,383
29	BD240065	88018	7/1/2012	10/1/2024	2.432	15,638
39	BD240083	89188	7/1/2012	9/1/2029	2.547	681,524
42	BD240086	12695	7/1/2012	2/1/2031	2.69	4,490,169
55	BD240097	81021	3/22/2013	3/1/2033	2.196	627,075
57	BD240092	12694	7/1/2012	4/1/2031	2.81	739,953
84	BD240101	27856	4/1/2015	2/1/2037	1	9,950,505
85	BD240102	12659	10/15/2015	7/1/2040	1	82,592
86	BD240103	89189	10/15/2015	7/1/2040	1	647,723
87	BD240104	81132	4/21/2016	5/1/2037	1.985	2,692,531
89	BD240105	27881	12/29/2016	11/1/2037	1	5,119,151
90	BD240106	81133	6/14/2017	11/1/2036	2.027	3,790,928
101	BD240082	70869PMF1	6/21/2019	4/1/2039	3	80,000,000
103	BD240084	18051VBJ9	12/12/2019	12/3/2029	2.45	13,165,000
104	BD240085	550728AF6	12/12/2019	12/3/2029	2.45	80,000,000
						\$ 209,320,539

Promissory Notes with American Water Capital Corp as of 9/30/24:

No	Internal Refere	External Refere	Start Term D:	End of Term D	Interest R:	Carrying Amount
4	BD240087	03040WAC9	11/21/2011	10/15/2037	5.05	\$ 35,000,000
5	BD240088	03040WAC9	11/21/2011	10/15/2037	5.05	15,500,000
50	BD240094	03040WAJ4	12/17/2012	12/1/2042	4.3	45,000,000
54	BD240096	03040WAJ4	12/21/2012	12/1/2042	4.3	23,015,000
58	BD240099	03040WAL9	8/14/2014	3/1/2025	3.4	36,200,000
59	BD240100	03040WAJ4	8/14/2014	12/1/2042	4.3	65,700,000
91	BD240107	03040WAR6	8/10/2017	3/1/2047	3.75	240,000,000
92	BD240108	03040WAG8	3/13/2017	3/1/2027	2.95	101,426,171
96	BD240109	03040WAS4	8/9/2018	3/1/2028	3.75	74,739,360
97	BD240110	03040WAT2	8/9/2018	3/1/2048	4.2	227,489,000
98	BD240111	03040WAS4	3/11/2018	3/1/2028	3.75	124,719,875
100	BD240112	03040WAU9	5/23/2019	6/1/2029	3.45	110,000,000
107	BD240113	03040WAW5	4/14/2020	5/1/2030	2.8	30,000,000
108	BD240114	03040WAX3	4/14/2020	5/1/2050	3.45	90,000,000
110	BD240116	03040WAZ8	5/14/2021	6/1/2051	3.25	47,500,000
111	BD240115	03040WAY1	6/14/2021	6/1/2031	2.3	47,500,000
112	BD240117	03040WBA2	5/5/2022	6/1/2032	4.45	255,000,000
113	BD240118	03040WAT2	12/27/2022	3/1/2048	4.2	120,000,000
114	BD240119	03040WAC9	12/27/2022	10/15/2037	5.05	6,000,000
115	BD240120	03040WAC9	12/27/2022	10/15/2037	5.06	3,000,000
116	BD240121	03040WAC9	12/27/2022	10/15/2037	4.2	3,370,000
117	BD240122	03040WAC9	12/27/2022	10/15/2037	5.06	500,000
118	BD240123	03040WAC9	12/27/2022	10/15/2037	4.75	600,000
119	BD240124	03040WAL6	12/27/2022	5/19/2039	5.14	5,000,000
121	BD240125	03040WBB0	8/15/2023	6/15/2026	3.625	150,000,000
122	BD240126	03040WBD6	5/15/2024	3/1/2034	5.15	175,000,000
123	BD240127	03040WBC8	5/15/2024	3/1/2054	5.45	175,000,000
						\$ 2,213,259,406

(c) The total of the sums stated in subparagraphs (a) and (b) is: \$ 2,630,579,946

(d) The value of the following preferred stock is:

No	Internal Refere	External Refere	Start Term D:	End of Term D	Interest R:	Carrying Amount
43	PS240007	450B04045	1/15/2004	1/15/2051	9.75	\$ 178,000
44	PS240008	449B04049	1/15/2004	1/15/2051	9.35	273,500
						\$ 451,500

(e) The total of the sums stated in subparagraphs (c) and (d) is: \$ 2,631,031,446

(f) The total of the par or stated value of all outstanding capital stock of the Company and all paid-in premiums, if any, thereon are as follows:

Outstanding Capital Stock:

Common, \$5.50 par value \$ 21,506,887

(g) Paid in Capital \$ 2,217,231,449

Retained Earnings \$ 1,080,125,532

\$ 3,297,356,981

(h) The total of the sums stated in subparagraphs (e), (f), and (g), which shall be the Total Capitalization of the Company is: \$ 5,949,895,314

PROMISSORY NOTE
FOR LONG-TERM BORROWINGS

\$ _____, 20__

FOR VALUE RECEIVED, [NAME OF COMPANY], a _____ corporation (herein "Borrower") hereby promises to pay to the order of American Water Capital Corp., a Delaware corporation ("Lender"), in same day funds at its offices in Camden, New Jersey or such other place as Lender may from time to time designate, the principal sum of _____ dollars (\$ _____), together with interest thereon from the date hereof until paid in full. Interest shall be charged on the unpaid outstanding principal balance hereof at a rate per annum equal to the rate paid and to be paid by Lender with respect to the borrowings it made in order to provide funds to Borrower hereunder. Interest on borrowings shall be due and payable in immediately available funds on the same business day on which the Lender must pay interest on the borrowings it made in order to provide funds to the Borrower hereunder. The principal amount hereof shall be due and payable hereunder at such times and in such amounts and in such installments hereunder as the Lender must pay with respect to the borrowings it made in order to provide funds to the Borrower hereunder. Lender has provided Borrower with a copy of the documentation evidencing the borrowings made by Lender in order to provide funds to Borrower hereunder. In the absence of manifest error, such documentation and the records maintained by Lender of the amount and term, if any, of borrowings hereunder shall be deemed conclusive.

The occurrence of one or more of any of the following shall constitute an event of default hereunder:

(a) Borrower shall fail to make any payment of principal and/or interest due hereunder or under any other promissory note between Lender and Borrower within five business days after the same shall become due and payable, whether at maturity or by acceleration or otherwise;

(b) Borrower shall apply for or consent to the appointment of a receiver, trustee or liquidator of itself or any of its property, admit in writing its inability to pay its debts as they mature, make a general assignment for the benefit of creditors, be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation of law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law, or if action shall be taken by Borrower for the purposes of effecting any of the foregoing; or

(c) Any order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking reorganization of Borrower or all or a substantial part of the assets of Borrower, or appointing a receiver, trustee or liquidator of Borrower or any of its property, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) days.

Upon the occurrence of any event of default, the entire unpaid principal sum hereunder plus all interest accrued thereon plus all other sums due and payable to Lender hereunder shall, at the option of Lender, become due and payable immediately. In addition to the foregoing, upon the occurrence of any event of default, Lender may forthwith exercise singly, concurrently, successively or otherwise any and all rights and remedies available to Lender by law, equity, statute or otherwise.

Borrower hereby waives presentment, demand, notice of nonpayment, protest, notice of protest or other notice of dishonor in connection with any default in the payment of, or any enforcement of the payment of, all amounts due hereunder. To the extent permitted by law, Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect.

Following the occurrence of any event of default, Borrower will pay upon demand all costs and expenses (including all amounts paid to attorneys, accountants, and other advisors employed by Lender), incurred by Lender in the exercise of any of its rights, remedies or powers hereunder with respect to such event of default, and any amount thereof not paid promptly following demand therefor shall be added to the principal sum hereunder and will bear interest at the contract rate set forth herein from the date of such demand until paid in full. In connection with and as part of the foregoing, in the event that this Promissory Note is placed in the hands of an attorney for the collection of any sum payable hereunder, Borrower agrees to pay reasonable attorneys' fees for the collection of the amount being claimed hereunder, as well as all costs, disbursements and allowances provided by law.

If for any reason one or more of the provisions of this Promissory Note or their application to any entity or circumstances shall be held to be invalid, illegal or unenforceable in any respect or to any extent, such provisions shall nevertheless remain valid, legal and enforceable in all such other respects and to such extent as may be permissible. In addition, any such invalidity, illegality or unenforceability shall not affect any other provisions of this Promissory Note, but this Promissory Note shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

This Promissory Note inures to the benefit of Lender and binds Borrower and Lender's and Borrower's respective successors and assigns, and the words "Lender" and "Borrower" whenever occurring herein shall be deemed and construed to include such respective successors and assigns.

This Promissory Note is one of the promissory notes referred to in the Financial Services Agreement dated as of [] [], 20__ between Borrower and Lender to which reference is made for a statement of additional rights and obligations of Lender and Borrower.

IN WITNESS WHEREOF, Borrower has executed this Promissory Note the day and year first written above.

[BORROWER]

By: _____
Name and Title:

PENNSYLVANIA AMERICAN WATER COMPANY

Exhibit K

Proposed Journal Entries to record the issuance of Long-Term Debt

	Debit	Credit
Cash	680,000,000	
Long-Term Debt		680,000,000

Record the issuance of Long-Term Debt.

	Debit	Credit
Short Term Debt	680,000,000	
Cash		680,000,000

Record the repayment of Short-Term Debt with proceeds from the issuance of Long-Term Debt.

Exhibit L

AFFIDAVIT

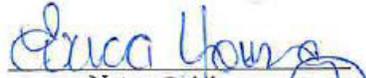
STATE OF WEST VIRGINIA)
) SS:
COUNTY OF KANAWHA)

I, BRIAN C. HOLBERT, being duly sworn (affirmed) according to law, depose and say that I am authorized to make this Affidavit on behalf of Pennsylvania-American Water Company, being the holder of the office of Vice President, Treasurer and Comptroller with that Company and that, I am an officer of Pennsylvania-American Water Company and have been authorized to make this affidavit on its behalf and that the statements contained in the updated Securities Certificate are true and correct to the best of my knowledge, information and belief.



Brian C Holbert

Sworn to before me this
23rd day of January, 2025.



Notary Public

