

Nantmeal Warwick Sewer Company, Inc.

11 S. Pine Street
P.O. Box 20
Elverson, PA 19520
610-286-5116

January 29, 2025

Secretary of the Commission
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

via: electronic filing

Re: Nantmeal Warwick Sewer Company, Inc.
Utility Code: 230086
Docket No.: G-2025-3053110
Affiliated Interest Agreement

Dear Secretary Chiavetta:

As requested, please find attached a copy of the following:

1. Affiliated Interest Agreement (AIA) between Stoltzfus Enterprises, Ltd. (SEL) and Nantmeal Warwick Sewer Company (NWSC)

The Affiliated Interest Agreement review extension letter dated January 28, 2025 is noted.

Respectfully submitted,



Merle W. Stoltzfus, President
Nantmeal Warwick Sewer Company, Inc.

AGREEMENT BETWEEN AFFILIATES

THIS AGREEMENT (“Agreement”) made as dated below, by and among

STOLTZFUS ENTERPRISES, LTD., 26 East Main Street, Elverson, PA 19520
(hereinafter called the “SEL”)

and

NANTMEAL WARWICK SEWER COMPANY, INC., P.O. Box 20, Elverson,
Pennsylvania 19520 (hereinafter called “NWSC”)

WHEREAS, both SEL and NWSC are owned by Merle W. Stoltzfus and David J. Stoltzfus; and

WHEREAS, SEL has previously provided services for NWSC since 2003, more formalized in a previous Affiliated Interest Agreement dated January 1, 2012; and

WHEREAS, the SEL has and will continue to economically provide valuable services with its personnel or by contracting to secure the same from others for NWSC; and

WHEREAS, the services rendered under this agreement are more economically provided by SEL than by any other viable entity; and

WHEREAS, Merle W. and David J. Stoltzfus own the property surrounding the treatment and storage facilities where NWSC is located.

NOW, THEREFORE, in consideration of the mutual premises set forth herein and intending to be legally bound hereby, the parties declare, promise and agree as follows:

1. SEL will provide operational services for NWSC according to DEP, PUC, EPA and DRBC standards including the services of DEP Certified Systems Operator.
2. SEL will provide billing and collecting services for NWSC including collection of water use data to quantify such billing and collection, all in accord with the most recently approved PUC tariff.
3. SEL will provide bookkeeping, accounting services including the generation of periodic accurate financial statements maintaining accurate records, receipts and payables.
4. SEL will provide maintenance and repair services for all water supply, treatment, storage and distribution equipment in a manner consistent with DEP and PUC requirements.
5. SEL will record daily readings of influent, file DEP monthly and annual reports, obtain quarterly water quality test samples from monitoring wells and renew permits.

6. SEL will provide managerial and public relations services for all aspects of NWSC operations.

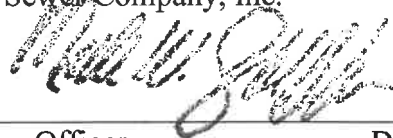
All services described in paragraphs 1-6 above shall be provided and at reasonable rates comparable to those commonly charged for similar services within the industry.

This agreement shall be in full force and effect as dated below, subject to any necessary approval of governmental regulatory agencies having jurisdiction in the premises, and shall continue in full force and effect until terminated by either of the parties hereto giving the other party hereto one hundred fifty (150) days notice in writing; provided, however, that this agreement shall terminate as of the date SEL or NWSC ceases to be owned in common as stated above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the dates below written.

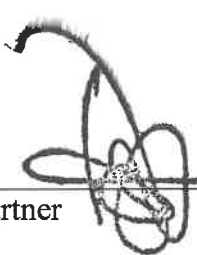
Nantmeal Warwick Sewer Company, Inc.

Attest: bhank

By:  1-1-2023
Officer Date

Stoltzfus Enterprises Ltd.

Attest: bhank

By:  1/1/23
Partner Date