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October 6, 2025

VIA ELECTRONIC FILING

PUBLIC VERSION

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

In re: Application of Pennsylvania-American Water Company for Certificate of Public Convenience for Approval of the Right to Offer, Render, Furnish and Supply Water Service to the Public in Additional Portions of West Mahanoy Township, Schuylkill County, Pennsylvania, Gilberton Borough, Schuylkill County, Pennsylvania, Ryan Township, Schuylkill County, Pennsylvania, and New Castle Township, Schuylkill County, Pennsylvania - *Nunc Pro Tunc*
Docket No. A-2025-3054442

Dear Secretary Homsher:

In response to your Secretarial Letter of September 10, 2025, please find attached Pennsylvania-American Water Company's Responses to Set III Data Requests. Please note that some attachments are **CONFIDENTIAL** and should be treated as such.

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

Sincerely,

Erin K. Fure

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

Application of Pennsylvania-American Water Company for approval, *nunc pro tunc*, of the right to offer, render, furnish, and supply water service to the public in additional portions of Gilberton Borough and West Mahanoy, Ryan and New Castle Townships, Schuylkill County, Pennsylvania

Docket No. A-2025-3054442

PAWC's Responses to TUS Set III

A-26. Please confirm whether Gilberton Borough, West Mahanoy Township, Ryan Township and New Castle Township each have mandatory connection ordinances for water service.

Response: Gilberton Borough, West Mahanoy Township, Ryan Township and New Castle Township do not have mandatory connection ordinances for water service.

Responsible Witness: Bradley M. Sauers, Sr. Supervisor – Operations
Berwick/Frackville
Pennsylvania-American Water Company

Date: October 6, 2025

Application of Pennsylvania-American Water Company for approval, *nunc pro tunc*, of the right to offer, render, furnish, and supply water service to the public in additional portions of Gilberton Borough and West Mahanoy, Ryan and New Castle Townships, Schuylkill County, Pennsylvania

Docket No. A-2025-3054442

PAWC's Responses to TUS Set III

- A-27.** In response to Data Request A-19, PAWC provided maps that depicted the location or route of PAWC's water facilities in the Requested Territory areas. However, the maps do not depict any water service facilities in Areas 2 or 4. Additionally, in response to Data Request A-22-b, PAWC provided Revised A-5_Attachment which listed the water facilities for each Requested Territory area. In Revised A-5_Attachment, PAWC indicated there were no water facilities in Areas 2 and 4. This provided information makes it unclear how *nunc pro tunc* water service is being provided in Areas 2 and 4. Please provide the following:
- a. An explanation of how *nunc pro tunc* water service is being provided in Areas 2 and 4 without any water facilities (i.e., owned by the customer, company, and/or others); and
 - b. An explanation of how water is being conveyed to Areas 2 and 4 including the identification of the water supply source's owner.

Response:

- a. As for Area 2, water service is being provided via a customer owned service on Votech Road. Please see **CONFIDENTIAL A-27-a.1_Attachment**. As for Area 4, water service is being provided via a customer owned service on Judy Lane, Laurel Ridge (Area 3). Please see **CONFIDENTIAL A-27-a.2_Attachment**.
- b. Area 2 is being provided water from the Frackville Borough, Center Street plant. The conveyance goes from the Berwick Borough through West Mahanoy Township. PAWC public conveyance ends at the intersection of Votech Road and Maple Street. A private customer-owned line extends into Area 2 (Votech School).

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Docket No. A-2025-3054442

PAWC's Responses to TUS Set III

Area 4 receives its water supply from Area 3, Laurel Ridge. Area 3 is served by the Schuylkill County Municipal Authority. As a result, both

Areas 3 and 4 are supplied by the Schuylkill County Municipal Authority. The conveyance starts at Judy Lane, Laurel Ridge (Area 3). PAWC conveyance ends approximately 15 feet from the Judy Lane tap. Private conveyance extends to the existing customer in Area 4 (Gilberton Power Plant).

**Responsible Witness: Bradley M. Sauers, Sr. Supervisor – Operations
Berwick/Frackville
Pennsylvania-American Water Company**

Date: October 6, 2025

Application of Pennsylvania-American Water Company for approval, *nunc pro tunc*, of the right to offer, render, furnish, and supply water service to the public in additional portions of Gilberton Borough and West Mahanoy, Ryan and New Castle Townships, Schuylkill County, Pennsylvania

Docket No. A-2025-3054442

PAWC's Responses to TUS Set III

A-28. In response to Data Request A-20-a, PAWC provided a list of addresses and parcel numbers for its existing customers in all the Requested Territory Areas. However, the map for the Requested Territory for Area 4 (Requested Area 4 Map) provided in PAWC's response to Data Request A-19 appears to encompass one or more parcels that are not identified in PAWC's response to Data Request A-20-a. Also, in Paragraph 12 of the Application, PAWC stated that Area 4 serves the Gilberton Power Plant, which is only supplied by the Schuylkill County Municipal Authority (SCMA) Interconnection. However, the Requested Area 4 Map does not depict the location or route of any PAWC's water facilities between the SCMA Interconnection and the Gilberton Power Plant. For the Requested Territory for Area 4, please provide the following:

- a. A depiction and description of all the water facilities (i.e., owned by the customer, company, and/or others) that provide service from the SCMA Interconnection to the Gilberton Power Plant;
- b. A revised requested territory map that depicts a contiguous land area encapsulating only the property parcel for the existing customer in the Requested Territory for Area 4 that was identified in response to Data Request A-20-a and that depicts and labels the location or route of all PAWC's water facilities for the Requested Territory in Area 4, along with the elevations of the major facilities; and
- c. A bearing and angles description of this revised area along with the land area quantified in acres.

Response: See **CONFIDENTIAL A-28_Attachment**.

Responsible Witness: **Mallory Weakland, GIS Supervisor
Pennsylvania-American Water Company**

Date: **October 6, 2025**

Application of Pennsylvania-American Water Company for approval, *nunc pro tunc*, of the right to offer, render, furnish, and supply water service to the public in additional portions of Gilberton Borough and West Mahanoy, Ryan and New Castle Townships, Schuylkill County, Pennsylvania

Docket No. A-2025-3054442

PAWC's Responses to TUS Set III

A-29. The map for the Requested Territory for Area 1 provided in response to Data Request A19 appears to encompass one or more parcels that are not identified in PAWC's response to Data Request A-20-a. Also, PAWC's Requested Territory provided in the Application's Exhibit B-1 appears to include a portion of Butler Township, Schuylkill County. For the Requested Territory for Area 1, please provide the following:

- a. A revised requested territory map that depicts a contiguous land area encapsulating only the property parcels for the existing customers in the Requested Territory for Area 1 that were identified in response to Data Request A-20-a and the area of any public right-of-way that fronts these parcels and that is located between PAWC's existing service territory and the property parcels;
- b. A bearing and angles description of this revised area along with the land area quantified in acres; and
- c. Confirm that PAWC's revised requested territory map does not include any areas in Butler Township, Schuylkill County.

Response: See **CONFIDENTIAL A-29_Attachment**.

Responsible Witness: **Mallory Weakland, GIS Supervisor
Pennsylvania-American Water Company**

Date: **October 6, 2025**

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Docket No. A-2025-3054442

PAWC's Responses to TUS Set III

- A-30.** The map for the Requested Territory for Area 2 provided in PAWC's response to Data Request A-19 appears to encompass one or more parcels that are not identified in PAWC's response to Data Request A-20-a. For the Requested Territory for Area 2, please provide the following:
- a. A revised requested territory map that depicts a contiguous land area encapsulating only the property parcels for the existing customers in the Requested Territory for Area 2 that were identified in response to Data Request A-20-a and the area of any public right-of-way that fronts these parcels and that is located between PAWC's existing service territory and the property parcels; and
 - b. A bearing and angles description of this revised area along with the land area quantified in acres.

Response: See **CONFIDENTIAL A-30_Attachment**.

Responsible Witness: **Mallory Weakland, GIS Supervisor
Pennsylvania-American Water Company**

Date: **October 6, 2025**

Application of Pennsylvania-American Water Company for approval, *nunc pro tunc*, of the right to offer, render, furnish, and supply water service to the public in additional portions of Gilberton Borough and West Mahanoy, Ryan and New Castle Townships, Schuylkill County, Pennsylvania

Docket No. A-2025-3054442

PAWC's Responses to TUS Set III

A-31. In response to Data Request A-2, PAWC provided copies of the Subdivision Plans for Laurel Ridge. For each Requested Territory area, please provide the following:

- a. Copies of all developer's agreements entered into for the extension of water facilities; and
- b. The total amount of contributions in aid of construction received by PAWC for the extension of water facilities

Response:

- a. Please see **A-31_Attachment**.
- b. None.

Responsible Witness: **Bradley M. Sauers, Sr. Supervisor – Operations
Berwick/Frackville
Pennsylvania-American Water Company**

Date: **October 6, 2025**

Application of Pennsylvania-American Water Company for approval, *nunc pro tunc*, of the right to offer, render, furnish, and supply water service to the public in additional portions of Gilberton Borough and West Mahanoy, Ryan and New Castle Townships, Schuylkill County, Pennsylvania

Docket No. A-2025-3054442

PAWC's Responses to TUS Set III

A-32. In response to Data Request A-8-e, PAWC provided a copy of the SCMA Water Purchase Agreement (1993 Water Agreement) dated March 17, 1993. Please provide evidence that PAWC filed the 1993 Water Agreement with the Commission in accordance with Section 507 of the Pennsylvania Public Utility Code, 66 Pa.C.S. § 507

Response: The Water Purchase Agreement dated March 17, 1993 was filed with the Pennsylvania Public Utility Commission and was docketed at U-00932197. Please see Certificate of Filing previously submitted as **A-8-f_Attachment**.

Responsible Witness: Jana Hurst, Senior Paralegal
Pennsylvania-American Water Company

Date: October 6, 2025

Application of Pennsylvania-American Water Company for approval, *nunc pro tunc*, of the right to offer, render, furnish, and supply water service to the public in additional portions of Gilberton Borough and West Mahanoy, Ryan and New Castle Townships, Schuylkill County, Pennsylvania

Docket No. A-2025-3054442

CONFIDENTIAL

A-27-a.1_Attachment

Map of Water Facilities from Area 2

CONFIDENTIAL

Application of Pennsylvania-American Water Company for approval, *nunc pro tunc*, of the right to offer, render, furnish, and supply water service to the public in additional portions of Gilberton Borough and West Mahanoy, Ryan and New Castle Townships, Schuylkill County, Pennsylvania

Docket No. A-2025-3054442

CONFIDENTIAL

A-27-a.2_Attachment

Map of Water Facilities from Area 4

CONFIDENTIAL

**Application of Pennsylvania-American Water Company for approval, *nunc pro tunc*, of
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in additional portions of Gilberton Borough and West Mahanoy, Ryan and New Castle
Townships, Schuylkill County, Pennsylvania**

Docket No. A-2025-3054442 - PAWC's Responses to TUS Set III

CONFIDENTIAL

TUS A-28_Attachment

CONFIDENTIAL

Application of Pennsylvania-American Water Company for approval, *nunc pro tunc*, of the right to offer, render, furnish, and supply water service to the public in additional portions of Gilberton Borough and West Mahanoy, Ryan and New Castle Townships, Schuylkill County, Pennsylvania

Docket No. A-2025-3054442 - PAWC's Responses to TUS Set III

CONFIDENTIAL

TUS A-29_Attachment

CONFIDENTIAL

Application of Pennsylvania-American Water Company for approval, *nunc pro tunc*, of the right to offer, render, furnish, and supply water service to the public in additional portions of Gilberton Borough and West Mahanoy, Ryan and New Castle Townships, Schuylkill County, Pennsylvania

Docket No. A-2025-3054442 - PAWC's Responses to TUS Set III

CONFIDENTIAL

TUS A-30_Attachment

CONFIDENTIAL

Application of Pennsylvania-American Water Company for approval, *nunc pro tunc*, of the right to offer, render, furnish, and supply water service to the public in additional portions of Gilberton Borough and West Mahanoy, Ryan and New Castle Townships, Schuylkill County, Pennsylvania

Docket No. A-2025-3054442

A-31 Attachment

Extension Deposit Agreement for Laurel Ridge Project

FRM



Pennsylvania-American Water Company

Industrial Park & Sodom Roads • P.O. Box 313 • Milton, PA 17847-0313
(717) 742-7638 • (800) 222-2487

October 13, 1994

Mr. Robert B. Hoppe
J. B. Rich Corporate Center
Morea Road, P. O. Box 1
Frackville, PA 17931

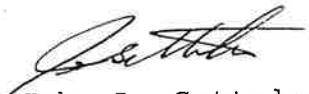
Re: West Mahanoy Township
J. B. Rich Corporate Center
Phase II A

Dear Bob:

Enclosed, as per our discussion, is a fully executed copy of our Extension Deposit Agreement for the above referenced project. As soon as you receive final subdivision approval from West Mahanoy Township, please forward your check in the amount of \$137,414.45 made payable to Pennsylvania-American Water Company. As soon as we receive payment, we will proceed with ordering materials. Also, please provide me with the name and address of your contractor so that we may prepare a contract for installation.

If you have any questions, please do not hesitate to contact me.

Sincerely,


John L. Settelen
Manager

JLS:tlw

cc: D. V. Modeer
J. R. Lucas
I. C. Smith
J. R. McNeal

Rec'd 10-14-94



EXTENSION DEPOSIT AGREEMENT

THIS AGREEMENT entered into this 12TH day of OCTOBER 1994, by and between:

Pennsylvania-American Water Company

hereinafter called the "COMPANY", and

John B. Rich Corporate Center

hereinafter called the "DEPOSITOR".

WHEREAS, the DEPOSITOR desires extension of the water mains of the COMPANY, as hereinafter described;

NOW THEREFORE, this agreement WITNESSETH:

FIRST: The COMPANY contracts and agrees to lay the water main(s) (and other facilities, if any) as shown in red on the diagram hereto attached and made a part hereof described and located as follows:

Install approximately 1,900'0" of 8" DICL tyton joint pipe, approximately 500'0" of 6" DICL tyton joint pipe and one meter vault, fittings and 6" meter for J. B. Rich Corporate Center, Phase II-A residential sub-division.

SECOND: It is expressly understood and agreed that if the COMPANY shall be delayed or prevented from installing the water main(s) (and other facilities, if any) hereinabove described because of its failure to secure pipe or other construction materials, or for any other causes beyond its control, such failure or delay in performance shall be excused; provided, however, if such failure or delay in performance shall extend for a period of more than one (1) year from the date thereof, the DEPOSITOR shall have the right to cancel and terminate this agreement on thirty (30) days written notice to the COMPANY, and thereafter both parties shall be relieved of all duties and obligations arising hereunder. But this right to cancel and terminate by the DEPOSITOR shall not be invoked if the COMPANY has received the construction material and the DEPOSITOR has made the deposit as hereinafter required, in which event the COMPANY shall have the obligation to prosecute the work diligently to its completion.

THIRD: The DEPOSITOR hereby agrees to deposit with the COMPANY, upon notice from the COMPANY that it is prepared and able to go forward with the work provided in Paragraph First hereof, an amount in cash equal to (1) the Estimated Cost less (2) the Applicable Credit divided by (3) the Income Tax Expansion Factor, where items (1), (2) and (3) are to be determined as follows:

- (1) The Estimated Cost shall be the estimated cost of the extension, including the estimated cost of said main(s) and the estimated cost of any other facilities which the COMPANY shall have decided are required to render adequate service.
- (2) The Applicable Credit shall be a credit equal to the amount produced by multiplying (a) the average Estimated Cost per foot of the extension by (b) thirty five (35) feet, and by multiplying the product thereof by (c) the number of bona fide prospective customers who will be directly served by said extension.
- (3) The Income Tax Expansion Factor shall be a fraction, expressed as a decimal, and shall be equal 1.00 minus the value calculated by solving the following equation:

$$X = PTR + (1.00 - PTR) FTR$$

Where "PTR" is the Pennsylvania Corporate Net Income Tax Rate expressed as a decimal, in effect for the taxable year during which the aforesaid cash payment would be included in the COMPANY'S Pennsylvania taxable income. And, where "FTR" is the Federal Corporate Income Tax Rate, expressed as a decimal, in effect for the taxable year during which the aforesaid cash payment would be included in the COMPANY'S Federal taxable income.

Upon such written notice, a Preliminary Memorandum in the form attached shall be prepared and signed by both parties showing the deposit required in accordance with foregoing provisions. Upon completion of the installation of the extension, a Final Memorandum in the form attached shall be prepared and signed by both parties showing the deposit required based on the same calculation as set forth above but by using the actual cost of the extension, including the actual installation cost of the mains and other facilities, for the Estimated Cost and in calculating the Applicable Credit. If the deposit shown to be due on the Final Memorandum differs from that shown on the Preliminary Memorandum, the DEPOSITOR will deposit any additional amount shown to be due or the COMPANY will refund to the DEPOSITOR any excess amount shown to have been deposited, it being the intent of this agreement that the deposit required shall be based on actual installation cost. If the actual installation costs exceeds the deposit required as shown on the Preliminary Memorandum, the additional amount of required deposit must be made by the DEPOSITOR to the COMPANY before the granting of refunds to the DEPOSITOR.

FOURTH: The COMPANY hereby agrees to refund to the DEPOSITOR during the period of ten (10) years from actual date of deposit as shown on the Preliminary Memorandum, a Per-Customer Refund Amount for each additional bona fide prospective Customer for whom a street service connection shall be directly attached to such main extension, as distinguished from extensions or branches thereof; provided however, that the total amount refunded shall not exceed the original deposit, without interest, and that all or any part of the deposit not refunded within said 10-year period shall become the property of the COMPANY. The Per-Customer Refund Amount shall be an amount equal to the average actual completed cost of thirty-five (35) feet of the said extension divided by the aforesaid Income Tax Expansion Factor in effect during the year of refund.

FIFTH: The DEPOSITOR may request refunds under Paragraph Fourth, once in each Calendar quarter, furnishing the COMPANY, at such time, a listing of additional bona fide prospective customers; however, failure on the part of the DEPOSITOR to make such request shall not constitute a waiver of any rights hereunder or relieve the COMPANY of the obligation to make refunds with reasonable promptness.

SIXTH: The ownership of the water main(s) laid and hydrants installed hereunder shall at all times be in the COMPANY, its successors and assigns of the respective parties.

SEVENTH: This agreement shall be valid and binding on the COMPANY only when executed by its President or Vice President.

EIGHTH: This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

NINTH: Any notice given hereunder shall be deemed sufficient if in writing and sent by registered mail to the COMPANY at:

R. R. 1, P.O. Box 313, Milton, PA 17847

(Address of COMPANY)

and to the DEPOSITOR at P O Box 1, Frackville, PA 17931

(Address of DEPOSITOR)

TENTH: This agreement is entered into pursuant to the legally established Rules and Regulations of the COMPANY, and the words, phrases, and terms hereof are to be understood and interpreted in conformity with said Rules and Regulations, which are hereby incorporated herein by reference.

Executed in triplicate by the parties hereto on the date first above written.

WITNESS:

Ken McConnell

PENNSYLVANIA-AMERICAN WATER CO.

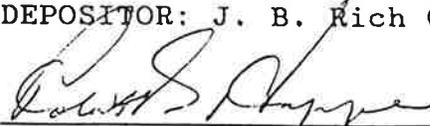
By: 

(Vice)-President

WITNESS:

Mark K Wolfe

DEPOSITOR: J. B. Rich Corporate
Center



PRELIMINARY MEMORANDUM

This Preliminary Memorandum is executed by the parties hereto under and pursuant to the provisions of Paragraph THIRD of a certain agreement in writing between the parties entered into on the 12th day of OCTOBER, 1994, for the installation by the COMPANY of a certain water main(s) therein described. It is, therefore, agreed and stipulated:

- (a) Estimated Cost of Main(s) \$ 58,610.00
- (b) Estimated Cost of Other Facilities 20,000.00
- (c) Total \$ 78,610.00
- (d) Credit Allowance:
 - (i) (a) + (b) above divided by feet of main(s) \$ 32.754
 - (ii) 35 1,146.39
 - (iii) Number of bona fide prospective customers to be directly served by extension 0
 - (iv) Product of (i), (ii), and (iii) \$ -0-
- (e) Income Tax Expansion Factor .572065
- (f) Amount of deposit: (c) minus (d) divided by (e) \$137,414.45

This Preliminary Memorandum shall be attached to the original agreement in accordance with the provisions of Paragraph THIRD thereof.

DATED: _____
Date of Deposit

WITNESS:
Ken McConnell

COMPANY:
Pennsylvania American Water Co.
By: [Signature]
(Vice)-President

WITNESS:
Mark K. Wolfe

DEPOSITOR: J. B. Rich Corp. Center
[Signature]

FINAL MEMORANDUM

This Final Memorandum is executed by the parties hereto under and pursuant to the provisions of Paragraph **THIRD** of a certain agreement in writing between the parties entered into on the 12th day of October, 1995, for the installation by the **COMPANY** of a certain water main(s) therein described. It is, therefore, agreed and stipulated:

- (a) Actual Cost of Main(s) \$ 68,419.24
- (b) Actual Cost of Other Facilities 10,374.17
- (c) Total \$ 78,793.41
- (d) Credit Allowance:
 - (i) (a) + (b) above divided by feet of main(s) 2,621'0" \$ 30.062
 - (ii) 35 1,052.17
 - (iii) Number of bona fide prospective customers to be directly served by extension 7
 - (iv) Product of (i), (ii) and (iii) \$ 7,365.19
- (e) Income Tax Expansion Factor .585065
- (f) Amount of Deposit: (c) minus (d) divided by (e) \$122,085.96

This Final Memorandum shall be attached to the original agreement in accordance with the provisions of Paragraph **THIRD** thereof.

DATED: March 15, 1995
(Date of Deposit)
(Preliminary Memorandum)

WITNESS:

[Signature]

PENNSYLVANIA-AMERICAN WATER CO.

By:

[Signature]
~~(Vice)~~ **President** Manager

WITNESS:

[Signature]

DEPOSITOR: JOHN B. RICH
CORPORATE CENTER

By:

[Signature]

VERIFICATION

I, Brad Sauers, hereby state that the facts set forth above in the attached Data 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.



Brad Sauers, Senior Supervisor Operations
Pennsylvania American Water Company

Dated: 10/6/25

VERIFICATION

I, Mallory M. Weakland, hereby state that the facts set forth 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.

Mallory Weakland

Mallory M. Weakland, Principal GIS Specialist
Pennsylvania American Water Company

Dated: 10/6/2025

VERIFICATION

I, Jana Hurst, hereby state that the facts above set forth above in the attached Data 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.



Jana Hurst, Senior Paralegal
Pennsylvania American Water Company

Dated: October 6, 2025

