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VIA eFiling

December 17, 2025

Matthew L. Homsher, Secretary
Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 2nd Floor
400 North Street
Harrisburg, PA 17120

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Sutersville-Sewickley Municipal Sewage Authority's assets, properties and rights related to its sanitary sewage collection and conveyance system to Pennsylvania-American Water Company; and (2) the right of Pennsylvania-American Water Company to begin to offer and furnish wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania

Docket No. A-2025-3056563

Dear Secretary Homsher:

Enclosed for filing with the Pennsylvania Public Utility Commission is the Joint Petition for Approval of Unanimous Settlement of All Issues in the above-reference proceeding.

Copies are being served in accordance with the enclosed Certificate of Service.

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

Sincerely,

A handwritten signature in blue ink that reads "Erin K. Fure".

Erin K. Fure

Enclosures

cc: Honorable Administrative Law Judge Jeffrey A. Watson
Honorable Administrative Law Judge Ann Quimby
Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**HONORABLE ADMINISTRATIVE LAW JUDGES
JEFFREY A. WATSON AND ANN QUIMBY**

In re: Application of Pennsylvania- :
American Water Company under Section :
1102(a) of the Pennsylvania Public Utility :
Code, 66 Pa. C.S. § 1102(a), for approval of : Docket No. A-2025-3056563
(1) the transfer, by sale, of substantially all :
of the Sutersville-Sewickley Municipal :
Sewage Authority’s assets, properties and :
rights related to its sanitary sewage :
collection and conveyance system to :
Pennsylvania-American Water Company; :
and (2) the right of Pennsylvania-American :
Water Company to begin to offer and :
furnish wastewater service to the public in :
the Borough of Sutersville and in portions :
of Sewickley Township, Westmoreland :
County, Pennsylvania :
:

**JOINT PETITION FOR APPROVAL OF UNANIMOUS
SETTLEMENT OF ALL ISSUES**

Pennsylvania-American Water Company (“PAWC”), Sutersville-Sewickley Municipal Sewage Authority (“SSMSA”), and the Office of Small Business Advocate (“OSBA”) (singularly, a “Petitioner” and, collectively, the “Joint Petitioners”) hereby join in this “Joint Petition for Approval of Unanimous Settlement of All Issues” (“Settlement”) and respectfully request that the Honorable Administrative Law Judges (“ALJs”) Jeffrey A. Watson and Ann Quimby recommend

approval of, and the Pennsylvania Public Utility Commission (“Commission”) approve, this Settlement without modification.

In support of the Settlement, the Joint Petitioners state the following:

I. PROCEDURAL HISTORY

1. On May 22, 2025, PAWC and SSMSA entered into an Asset Purchase Agreement (“APA”) by which PAWC agreed to purchase all of the assets, properties, and rights of SSMSA’s wastewater system assets, other than the Excluded Assets as defined in Section 1.4 of the APA.

2. On July 29, 2025, PAWC filed an application (“Application”) asking the Commission to approve the transfer, by sale, to PAWC, of substantially all property and rights of SSMSA used or useful in the public service in accordance with the APA under Section 1102(a) of the Public Utility Code, 66 Pa C.S. § 1102(a). In the Application, PAWC also requested the Commission to grant PAWC the right to offer or furnish wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania that are currently served by SSMSA.

3. On August 7, 2025, Rebecca Lyttle, Esquire on behalf of the OSBA filed a Notice of Appearance in this proceeding.

4. On August 14, 2025, the OSBA filed a Protest, Notice of Intervention, Public Statement and Verification in this proceeding.

5. On August 22, 2025, SSMSA filed a Petition to Intervene in this proceeding.

6. On August 25, 2025, PAWC filed a Certificate of Service showing all affected municipalities and entities were served with the Application and noted in its cover letter that that PAWC was awaiting the Proof of Publication from The Westmoreland Tribune-Review.

7. On August 27, 2025, PAWC filed its Proof of Publication evidencing that notice of the Application was published once a week for two consecutive weeks, specifically August 4, 2025, and August 11, 2025.

8. On September 11, 2025, the Bureau of Technical Utility Services (“TUS”) issued TUS Data Request Set 1.

9. On September 15, 2025, PAWC submitted a request for an extension to respond to TUS Data Request Set 1.

10. On October 9, 2025, a Prehearing Conference Order was issued by ALJs Watson and Quimby.

11. On October 10, 2025, a Telephonic Prehearing Conference Notice was issued scheduling a prehearing conference for November 19, 2025, before ALJs Watson and Quimby at 10:00 a.m.

12. On October 14, 2025, PAWC filed replies to TUS Data Request Set 1.

13. On October 24, 2025, the Joint Petitioners contacted the ALJs to inform them that the Joint Petitioners had been engaged in settlement discussions and reached a settlement in principle, and to request that, in light of reaching the settlement in principle, no litigation schedule be set in this proceeding. The Joint Petitioners additionally requested that the ALJs convert the prehearing conference scheduled for November 19, 2025, into a status conference and permit the Joint Petitioners to forego submitting prehearing memoranda.

14. On October 29, 2025, the Joint Petitioners contacted the ALJs to advise that no party or intervenor had an objection to the Petition to Intervene filed by SSMSA and that the Joint Petitioners all consented to converting the prehearing conference into a status conference.

15. On October 30, 2025, ALJs Watson and Quimby issued an Interim Order which granted the Petition to Intervene filed by SSMSA, converted the November 19, 2025 prehearing conference into a status conference, and excused the Joint Petitioners from filing prehearing memoranda.

16. On November 19, 2025, a Call-In Status Conference was held at which time the ALJs directed the Joint Petitioners to file a joint petition for settlement within thirty (30) days.

II. SETTLEMENT TERMS

The Joint Petitioners agree as follows:

A. Approval of Application

17. The Joint Petitioners agree that the Commission should approve PAWC's acquisition of SSMSA's wastewater system assets (the "System") and PAWC's right to begin to offer, render, furnish or supply wastewater service in the areas served by SSMSA, as well as any other necessary approvals or certificates for the transaction, subject to approval of all the following conditions, without modification.

B. Tariff

18. The *pro forma* wastewater tariff supplement attached as Appendix B to the Application shall be permitted to become effective immediately upon Closing. In addition, PAWC should be authorized to implement all other miscellaneous fees and charges, and the rules and regulations regarding conditions of PAWC's wastewater service, as reflected in PAWC's prevailing wastewater tariff, upon Closing.

C. Distribution System Improvement Charge (“DSIC”)

19. The DSIC provisions of PAWC’s effective wastewater tariff will apply to the former SSMSA customers in the System no sooner than the effective date of new rates established by a final order in the first base rate case in which the System is included. Additionally, PAWC will not seek to recover investments in the System in its DSIC until PAWC applies the DSIC to System customers.

D. Rates

20. Except as explicitly agreed upon in this Settlement, nothing contained herein or in the Commission’s approval of the Application shall preclude any Joint Petitioner from asserting any position or raising any issue in other PAWC proceedings. This includes, but is not limited to, the rights of OSBA to address and make other proposals for System rate base and rates in PAWC’s future rate cases, appeals, and remands.

21. Any claim by PAWC to recover transaction and closing costs associated with the acquisition of the System will not include costs incurred by SSMSA. OSBA reserves its rights to challenge the reasonableness, prudence, and basis for PAWC’s transaction and closing cost claims in the rate filing where they are claimed.

E. Customer Outreach

22. Within the first billing cycle following the closing date, PAWC shall provide a bill insert to System customers regarding PAWC’s commercial customer payment arrangement programs. The bill insert shall include, at a minimum, a description of the program, eligibility requirements for participation in the program, and PAWC’s and OSBA’s contact information. PAWC and OSBA agree to discuss the specific language and placement of contact information after the submission of this Settlement but before the finalization of the bill insert.

23. Within the first thirty (30) days of the closing date, PAWC shall provide a page on its website directed to System customers that includes information regarding PAWC's commercial customer payment arrangement program as well as contact information for the OSBA.

F. Other Necessary Approvals

24. The Commission shall issue any other approvals or certificates appropriate, customary, or necessary under the Pennsylvania Public Utility Code to carry out the transactions contemplated in the Application in a lawful manner.

25. Pursuant to 66 Pa. C.S. § 507, the Commission shall issue Certificates of Filing or approval for:

- a. the Asset Purchase Agreement By and Between Sutersville-Sewickley Municipal Sewage Authority as Seller, and Pennsylvania-American Water Company, as Buyer, Dated as of May 22, 2025; and
- b. the Intermunicipal Authorities Sewage Service Agreement for the Sutersville-Sewickley Municipal Sewage Authority Service Area, dated as of September 11, 2006, as amended May 9, 2025.

G. Standard Settlement Conditions

26. The Settlement is conditioned upon the Commission's approval of the terms and conditions contained in the Settlement without modification. If the Commission modifies the Settlement, any Petitioner may elect to withdraw from the Settlement and may proceed with litigation and, in such event, the Settlement shall be void and of no effect. Such election to withdraw must be made in writing, filed with the Secretary of the Commission, and served upon all Joint Petitioners within five (5) business days after the entry of an Order modifying the Settlement. The Joint Petitioners acknowledge and agree that the Settlement, if approved, shall have the same force and effect as if the Joint Petitioners had fully litigated this proceeding.

27. This Settlement is proposed by the Joint Petitioners to settle all issues in the instant proceedings. If the Commission does not approve the Settlement and the proceedings continue, the Joint Petitioners reserve their respective procedural rights, including the right to present additional testimony and to conduct full cross-examination, briefing and argument. The Settlement is made without any admission against, or prejudice to, any position which any Petitioner may adopt in the event of any subsequent litigation of these proceedings, or in any other proceeding.

28. The Joint Petitioners acknowledge that the Settlement reflects a compromise of competing positions and does not necessarily reflect any Petitioner's position with respect to any issues raised in these proceedings. This Settlement may not be cited as precedent in any future proceeding, except to the extent required to implement this Settlement.

29. To the extent possible, the Joint Petitioners shall jointly prepare and submit a Joint Stipulation of Proposed Findings of Fact, Proposed Conclusions of Law, and Proposed Ordering Paragraphs that the parties reasonably believe are sufficient to support a finding by the Commission that the Settlement is in the public interest.

30. Each Petitioner shall prepare a Statement in Support of Settlement setting forth the bases upon which the Petitioner believes the Settlement to be in the public interest.

31. If the ALJ recommends approval of the Settlement without modification, the Joint Petitioners agree to not file Exceptions as it relates to such recommended approval.

III. REQUEST FOR RELIEF

WHEREFORE, Pennsylvania-American Water Company, Sutersville-Sewickley Municipal Sewage Authority, and the Office of Small Business Advocate, by their respective counsel, respectfully request:

(1) That the Honorable Administrative Law Judges Jeffrey A. Watson and Ann Quimby recommend approval of, and the Pennsylvania Public Utility Commission approve, this Joint Petition for Approval of Settlement of All Issues as submitted, including all terms and conditions thereof, without modification. These terms and conditions include, but are not limited to, the following:

- a. The *pro forma* wastewater tariff supplement attached as **Appendix B** to the Application should be permitted to become effective immediately upon the closing date.
- b. In addition, Pennsylvania-American Water Company should be authorized to implement on customer bills for the formerly Sutersville-Sewickley Municipal Sewage Authority customers all other miscellaneous fees and charges (for example, a turn on fee at time of service reconnection), and the rules and regulations regarding conditions of Pennsylvania-American Water Company's wastewater service, as reflected in its prevailing wastewater tariff, effective at and after the closing date.
- c. The Distribution System Improvement Charge provisions of Pennsylvania-American Water Company's effective wastewater tariff will apply to the former Sutersville-Sewickley Municipal Sewage Authority customers no sooner than the effective date of new rates established by a final order in the first base rate case in

which the wastewater system assets are included. Additionally, Pennsylvania-American Water Company will not seek to recover investments in the Sutersville-Sewickley Municipal Sewage Authority wastewater system assets in its Distribution System Improvement Charge until Pennsylvania-American Water Company applies the Distribution System Improvement Charge to Sutersville-Sewickley Municipal Sewage Authority's former customers.

- d. Except as explicitly agreed upon in the Settlement, nothing contained herein or in the Commission's approval of the Application shall preclude any Joint Petitioner from asserting any position or raising any issue in other Pennsylvania-American Water Company's proceedings. This includes, but is not limited to, the rights of the Office of Small Business Advocate to address and make other proposals for system rate base and rates in Pennsylvania-American Water Company's future rate cases, appeals, and remands.
- e. Any claim by Pennsylvania-American Water Company to recover transaction and closing costs associated with the acquisition of the Sutersville-Sewickley Municipal Sewage Authority's wastewater system assets will not include costs incurred by Sutersville-Sewickley Municipal Sewage Authority. The Office of Small Business Advocate reserves its rights to challenge the reasonableness, prudence, and basis for Pennsylvania-American Water Company's transaction and closing cost claims in the rate filing where they are claimed.
- f. Within the first billing cycle following the closing date, Pennsylvania-American Water Company shall provide a bill insert to Sutersville-Sewickley Municipal Sewage Authority's former customers regarding Pennsylvania-American Water

Company's commercial customer payment arrangement program. The bill insert shall include, at a minimum, a description of the available program, eligibility requirements for participation in the program, and the contact information for Pennsylvania-American Water Company and the Office of Small Business Advocate. Pennsylvania-American Water Company and the Office of Small Business Advocate agree to discuss the specific language and placement of contact information after the submission of this settlement but before the finalization of the bill insert.

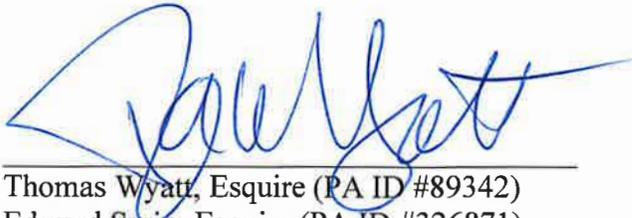
- g. Within the first thirty (30) days of the closing date, Pennsylvania-American Water Company shall provide a page on its website directed to Sutersville-Sewickley Municipal Sewage Authority's former customers which provides information regarding Pennsylvania-American Water Company's commercial customer payment arrangement program as well as contact information for the Office of Small Business Advocate.
- h. The Commission, pursuant to 66 Pa. C.S. § 507, shall issue Certificates of Filing or approvals for the following agreements between Pennsylvania-American Water Company and a municipal corporation:
 - i. the Asset Purchase Agreement By and Between Sutersville-Sewickley Municipal Sewage Authority as Seller, and Pennsylvania-American Water Company, as Buyer, Dated as of May 22, 2025; and
 - ii. the Intermunicipal Authorities Sewage Service Agreement for the Sutersville-Sewickley Municipal Sewage Authority Service Area, dated as of September 11, 2006, as amended May 9, 2025.

(2) That the Application filed by Pennsylvania-American Water Company in this matter on July 29, 2025, as amended by the Settlement, be approved.

(3) That the Commission issue Certificates of Public Convenience under 66 Pa. C.S. §§ 1102(a) and 1103(a) evidencing Commission approval of (a) the transfer to Pennsylvania-American Water Company, by sale, of substantially all property and rights of Sutersville-Sewickley Municipal Sewage Authority used or useful in the public service in accordance with the Asset Purchase Agreement; (b) the commencement of Pennsylvania-American Water Company of wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania currently served by Sutersville-Sewickley Municipal Sewage Authority.

(4) That the Commission shall issue any other approvals or certificates appropriate, customary, or necessary under the Pennsylvania Public Utility Code to carry out the transactions contemplated in the Application in a lawful manner.

[Signatures appear on next page.]



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***On behalf of Sutersville-Sewickley Municipal
Sewage Authority***

/s/ Rebecca Lyttle

Rebecca Lyttle, Esquire (PA ID #201399)
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***On behalf of the Office of Small Business
Advocate***

Respectfully submitted,



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***On behalf of Pennsylvania-American Water
Company***

List of Attachments

- A. Joint Proposed Findings of Fact
- B. Joint Proposed Conclusions of Law
- C. Joint Proposed Ordering Paragraphs
- D. Statement in Support of Pennsylvania-American Water Company
- E. Statement in Support of Sutersville-Sewickley Municipal Sewage Authority
- F. Statement in Support of the Office of Small Business Advocate

APPENDIX A. Joint Proposed Findings of Fact

**APPENDIX A
PROPOSED FINDINGS OF FACT**

PARTIES

1. Pennsylvania-American Water Company (“PAWC”) is a regulated public utility corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, and is engaged in the business of collecting, treating, storing, supplying, distributing, and selling water to the public, and collecting, treating, transporting and disposing of wastewater for the public. Joint Stipulation of Fact filed December 19, 2025 (“Stipulation”), Appendix A, ¶ 1.
2. Sutersville-Sewickley Municipal Sewage Authority (“SSMSA”) is a municipal authority organized and existing under and by virtue of the Municipal Authorities Act, 53 Pa. C.S.A. §§ 5601, et seq. A six-member board, appointed by the Borough of Sutersville Council and the Township of Sewickley Supervisors, administers the SSMSA. Stipulation, Appendix A, ¶ 2.
3. The Office of Small Business Advocate (“OSBA”) is a Commonwealth agency created by Act 181 of 1988 to represent the interests of small businesses before the Commission. 73 P.S. § 399.41. Stipulation, Appendix A, ¶ 3.

THE SSMSA SYSTEM

4. SSMSA owns and operates a public sanitary sewage collection and conveyance system located in Sutersville Borough and portions of Sewickley Township, Westmoreland County that serves 12 commercial, 2 municipal, and 476 residential customers (the “System”). Stipulation, Appendix A, ¶ 4.
5. Sewage collected in the System is conveyed across the Youghiogheny River and into the sewage system owned and operated by Elizabeth Township, Allegheny County. Elizabeth

Township conveys the sewage through its system and into PAWC's McKeesport wastewater system for final treatment and disposal. Stipulation, Appendix A, ¶ 5.

6. Day to day operations for the System under SSMSA ownership are provided by D&B Environmental, an operations and maintenance firm, which is based out of Fredericktown, Pennsylvania. Fredericktown is located approximately 40 minutes away from SSMSA's office in Sutersville, Pennsylvania. Stipulation, Appendix A, ¶ 6.

PAWC'S SYSTEM

7. As of June 30, 2025, PAWC furnished water service to approximately 693,273 customers. Stipulation, Appendix A, ¶ 7.
8. As of June 30, 2025, PAWC furnished wastewater service to approximately 115,073 customers. Stipulation, Appendix A, ¶ 8.

THE TRANSACTION

9. SSMSA and PAWC are not affiliated with each other. Stipulation, Appendix A, ¶ 9.
10. On May 22, 2025, SSMSA and PAWC entered into an asset purchase agreement ("APA") for the transfer of substantially all of the assets, properties, and rights of the System to PAWC (the "Transaction"). Stipulation, Appendix A, ¶ 10.
11. The Transaction is and was negotiated at arm's length. Stipulation, Appendix A, ¶ 11.
12. The total purchase price for the System is \$3,250,000. Stipulation, Appendix A ¶ 12.
13. The Intermunicipal Authorities Sewage Service Agreement for the Sutersville-Sewickley Municipal Sewage Authority Service Area, dated as of September 11, 2006, as amended May 9, 2025, entered into between SSMSA and Elizabeth Township Sanitary Authority is attached to the Application as Appendix A.2. Stipulation, Appendix A, ¶ 13.

PAWC's FITNESS

14. No party has contested PAWC's fitness. Stipulation, Appendix A, ¶ 14.
15. As a certificated public utility, PAWC enjoys a rebuttable presumption that it possesses the requisite fitness to own and operate the System. Stipulation, Appendix A, ¶15.

BENEFITS OF THE TRANSACTION

16. PAWC has the managerial, technical, and financial capabilities to safely and adequately operate the System in compliance with the Pennsylvania Public Utility Code, the Clean Streams Law (35 P.S. §§ 691.1-691.801) and other requisite regulatory requirements, and to make improvements as needed, on a short-and long-term basis. Such improvements include security upgrades, replacing failed bubbler level sensors, replacing failed variable frequency drives, replacing wet well ladders with OSHA-compliant units, and replacing non-clog pumps with grinder pumps. Stipulation, Appendix A, ¶ 16.
17. SSMSA takes a reactive approach to System maintenance and does not have a capital investment plan with funds to proactively maintain the System; by contrast, PAWC has a tentative 5-year plan for upgrades to the System over \$760,000 if the Transaction is approved. Stipulation, Appendix A, ¶ 17.
18. The Transaction will further the Commission's goal of regionalization because the System will become part of a larger organization that is viable from a costs and rates standpoint and is committed to providing improved service in the future. Wastewater collected in the System is ultimately treated by PAWC's McKeesport Wastewater System and planned improvements to the System can be completed within a reasonable period of time, without adversely affecting service to PAWC's existing customers. Stipulation, Appendix A, ¶ 18.

19. The Transaction will allow the System's customers to be served by a large, financially sound company that has the capability to finance necessary capital additions. Given its size, access to capital and its recognized strengths in system planning, capital budgeting, and construction management, PAWC is well-positioned to ensure that high quality wastewater service meeting federal and state requirements is provided to the System's customers and maintained for PAWC's existing customers. Stipulation, Appendix A, ¶ 19.
20. The Transaction will allow the System's customers to benefit from enhanced customer service in a number of areas, including additional bill payment options, extended customer service and call center hours, customer information and education programs and PAWC's customer assistance programs. Eligible PAWC customers can take advantage of its H2O Bill Discount Program (which offers Hardship Grants), Arrearage Management Program, and budget billing. SSMSA does not offer similar customer assistance programs and does not intend to offer similar customer assistance programs in the future. According to United States Census Bureau data, approximately 15.2% of the population within Sutersville Borough and 13.9% of the population within Sewickley Township are living in poverty and potentially will be eligible for assistance under PAWC's programs. Stipulation, Appendix A, ¶ 20.
21. Compared to SSMSA, PAWC has a broader array of tools available to customers to communicate with PAWC in real-time. PAWC's customer service is available 24 hours a day, 7 days a week. PAWC's website offers the H2O Virtual Assistant allowing customers a chat feature through the website to communicate with the Company and provide answers to frequently asked questions. PAWC also offers an online customer self-service portal. Stipulation, Appendix A, ¶ 21.

22. The integration, by acquisition of the System and PAWC's existing operations creates opportunities for functional and operational consolidation, and associated efficiencies and cost savings. PAWC will operate the System with operational, management and functional support from PAWC's Western Operations, specifically the McKeesport District, which is 11 miles away from the System. Stipulation, Appendix A, ¶ 22.
23. The Transaction will enhance response time for the System's customers. The System is located approximately 20 minutes from PAWC's McKeesport District, compared to the current operations and maintenance firm that supports operations for the System, which is located 40 minutes from SSMSA's office in Sutersville, Pennsylvania. Stipulation, Appendix A, ¶ 23.
24. The Transaction will allow SSMSA to use the proceeds of the purchase price to pay down debt, as indicated in Article 2.3 of the APA. Stipulation, Appendix A, ¶ 24.
25. The Transaction will have a beneficial effect on the System's customers because they will receive the benefit of PAWC's experience in managing and operating a wastewater system which results in efficiencies impacting rates in a beneficial way and improvements in the services to customers to be transferred. Stipulation, Appendix A, ¶ 25.
26. The Transaction will have a beneficial effect to PAWC's existing customers because the acquisition will expand the customer base, over which existing costs and future rates are recovered, and thereby stabilizing or reducing per-customer costs over the long term. Stipulation, Appendix A, ¶ 26.
27. The Transaction will have no detrimental effect on the wastewater service provided to PAWC's existing customers or the System's customers. Stipulation, Appendix A, ¶ 27.

28. The Transaction will have no immediate effect on the rates for service to be charged to PAWC's existing customers. Stipulation, Appendix A, ¶ 28.

29. PAWC will adopt the System's existing rates for wastewater service at the time of the closing of the Transaction, which are equal to PAWC's Zone 2 rates. Stipulation, Appendix A, ¶ 29.

APPENDIX B. Joint Proposed Conclusions of Law

Joint Proposed Conclusions of Law

1. The Pennsylvania Public Utility Commission (“Commission”) has jurisdiction over the subject matter of, and the parties to, these proceedings.

2. Pennsylvania-American Water Company (“PAWC”), as the applicant, has the burden of proof in these proceedings. 66 Pa. C.S. § 332(a).

3. The “burden of proof” is composed of two distinct burdens: the burden of production and the burden of persuasion. *Hurley v. Hurley*, 754 A.2d 1283 (Pa. Super. 2000). The burden of production, also called the burden of producing evidence or the burden of coming forward with evidence, determines which party must come forward with evidence to support a particular proposition. The burden of production goes to the legal sufficiency of a party’s case. Having passed the test of legal sufficiency, the party with the burden of proof must then bear the burden of persuasion to be entitled to a verdict in its favor. “[T]he burden of persuasion never leaves the party on whom it is originally cast, but the burden of production may shift during the course of the proceedings.” *Riedel v. County of Allegheny*, 633 A.2d 1325, 1328 n. 11 (Pa. Cmwlth. 1993).

4. To establish a sufficient case and satisfy its burden of proof, the applicant’s evidence must be more convincing, by even the smallest amount, than that presented by any opposing party. *Se-Ling Hosiery, Inc. v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950).

5. The Commission’s decision must be supported by substantial evidence in the record. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Ry. Co. v. Pa. Pub. Util. Comm’n*, 413 A.2d 1037 (Pa. 1980).

6. Commission policy promotes settlements. 52 Pa. Code § 5.231.

7. A settlement lessens the time and expense that the parties must expend litigating a case and, at the same time, conserves precious administrative resources. The Commission has indicated that settlement results are often preferable to those achieved at the conclusion of a fully-litigated proceeding. 52 Pa. Code § 69.401.

8. In order to accept a settlement, the Commission must determine that the proposed terms and conditions are in the public interest. *Pa. Pub. Util. Comm'n v. York Water Co.*, Docket No. R-00049165 (Order entered Oct. 4, 2004); *Pa. Pub. Util. Comm'n v. C.S. Water & Sewer Assocs.*, 74 Pa. PUC 767 (1991).

9. The settlement and its proposed terms and conditions are in the public interest and, therefore, should be approved without modification.

10. A certificate of public convenience is required for “any public utility to begin to offer, render, furnish or supply within this Commonwealth service of a different nature or to a different territory than that authorized” 66 Pa. C.S. § 1102(a)(1).

11. A certificate of public convenience is also required for “any public utility ... to acquire from, or to transfer to, . . . any person or corporation, including a municipal corporation, by any method or device whatsoever the title to, or possession or use of, any tangible or intangible property used or useful in the public service.” 66 Pa. C.S. § 1102(a)(3).

12. In granting a certificate of public convenience, the Commission may impose such conditions as it may deem to be just and reasonable. 66 Pa. C.S. § 1103(a).

13. An applicant for a certificate of public convenience must demonstrate that it is technically, financially, and legally fit to own and operate the system being acquired. *Seaboard Tank Lines, Inc. v Pa. Pub. Util. Comm'n*, 502 A.2d 762, 764 (Pa. Cmwlth. 1985).

14. A certificated public utility enjoys a rebuttable presumption that it possesses the requisite fitness. *South Hills Movers, Inc. v. Pa. Pub. Util. Comm'n*, 601 A.2d 1308, 1310 (Pa. Cmwlth. 1992).

15. PAWC has demonstrated, by a preponderance of the evidence, that PAWC is technically, financially, and legally fit to own and operate Sutersville-Sewickley Municipal Sewage Authority (“SSMSA”) wastewater system assets (“System”).

16. The Commission may issue a certificate of public convenience upon a finding that “the granting of such certificate is necessary or proper for the service, accommodation, convenience, or safety of the public.” 66 Pa. C.S. § 1103(a) (“Procedure to obtain certificates of public convenience”).

17. An applicant for a certificate of public convenience must demonstrate that the transaction will “affirmatively promote the service, accommodation, convenience or safety of the public in some substantial way.” *City of York v. Pa. Pub. Util. Comm'n*, 449 Pa. 136, 151, 295 A.2d 825, 828 (1972).

18. A contract between a municipality and a public utility (other than a contract to furnish service at regular tariff rates) must be filed with the Commission at least 30 days before the effective date of the contract. The Commission may approve it by issuing a certificate of filing or institute proceedings to determine whether there are any issues with the reasonableness, legality, or any other matter affecting the validity of the contract. 66 Pa. C.S. § 507.

19. PAWC has demonstrated, by a preponderance of the evidence, that the transaction affirmatively promotes the service, accommodation, convenience, or safety of the public in a substantial way.

APPENDIX C. Joint Proposed Ordering Paragraphs

Joint Proposed Ordering Paragraphs

- (1) That the Honorable Administrative Law Judges Jeffrey A. Watson and Ann Quimby recommend approval of, and the Pennsylvania Public Utility Commission approve, this Joint Petition for Approval of Settlement of All Issues as submitted, including all terms and conditions thereof, without modification.
- (2) That the Application filed by Pennsylvania-American Water Company in this matter on July 29, 2025, as amended by the Settlement, be approved.
- (3) That the Commission issue Certificates of Public Convenience under 66 Pa. C.S. §§ 1102(a) and 1103(a) evidencing Commission approval of (a) the transfer to Pennsylvania-American Water Company, by sale, of substantially all property and rights of Sutersville-Sewickley Municipal Sewage Authority used or useful in the public service in accordance with the Asset Purchase Agreement (the “System”); (b) the commencement of Pennsylvania-American Water Company of wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania currently served by Sutersville-Sewickley Municipal Sewage Authority.
- (4) That the Commission permit Pennsylvania-American Water Company to issue compliance tariff supplements, consistent with the *pro forma* wastewater tariff supplement attached to the Application as Appendix B, including all rates, rules and regulations regarding conditions of Pennsylvania-American Water Company’s wastewater service, as revised herein, to become effective immediately upon Closing.
- (5) That the Commission not permit Pennsylvania-American Water Company to include System-related investments in its Distribution System Improvement Charge (“DSIC”)

- until Pennsylvania-American Water Company collects a DSIC from System customers. The DSIC provisions of Pennsylvania-American Water Company's effective tariff will apply to customers in the System no sooner than the first base rate in which the System is included.
- (6) That, except as explicitly agreed upon in the Settlement, nothing contained in the Settlement or in the Commission's approval of the Application shall preclude any of the parties from asserting any position or raising any issue in other Pennsylvania-American Water Company's proceedings. This includes, but is not limited to, the rights of the Office of Small Business Advocate to address and make other proposals for system rate base and rates in Pennsylvania-American Water Company's future rate cases, appeals, and remands.
- (7) That any claim by Pennsylvania-American Water Company to recover transaction and closing costs associated with the acquisition of the Sutersville-Sewickley Municipal Sewage Authority's wastewater system assets will not include costs incurred by Sutersville-Sewickley Municipal Sewage Authority. The Office of Small Business Advocate reserves its rights to challenge the reasonableness, prudence, and basis for Pennsylvania-American Water Company's transaction and closing cost claims in the rate filing where they are claimed.
- (8) That the Commission direct Pennsylvania-American Water Company, within the first billing cycle following the closing date, to provide a bill insert to Sutersville-Sewickley Municipal Sewage Authority's former customers regarding Pennsylvania-American Water Company's commercial customer payment arrangement program. The bill insert shall include, at a minimum, a description of the available program, eligibility

requirements for participation in the program, and the contact information for Pennsylvania-American Water Company and the Office of Small Business Advocate. Pennsylvania-American Water Company and the Office of Small Business Advocate agree to discuss the specific language and placement of contact information after the submission of this settlement but before the finalization of the bill insert.

- (9) That, the Commission direct Pennsylvania-American Water Company to provide a page on its website, within the first thirty (30) days of the closing date, directed to Sutersville-Sewickley Municipal Sewage Authority's former customers which provides information regarding Pennsylvania-American Water Company's commercial customer payment arrangement program as well as contact information for the Office of Small Business Advocate.
- (10) That, the Commission, pursuant to 66 Pa. C.S. § 507, issue Certificates of Filing or approvals for the following agreements between Pennsylvania-American Water Company and a municipal corporation:
 - i. the Asset Purchase Agreement By and Between Sutersville-Sewickley Municipal Sewage Authority as Seller, and Pennsylvania-American Water Company, as Buyer, Dated as of May 22, 2025; and
 - ii. the Intermunicipal Authorities Sewage Service Agreement for the Sutersville-Sewickley Municipal Sewage Authority Service Area, dated as of September 11, 2006, as amended May 9, 2025.
- (11) That the Commission issue any other approvals or certificates appropriate, customary, or necessary under the Pennsylvania Public Utility Code to carry out the transactions contemplated in the Application in a lawful manner.

APPENDIX D. Statement in Support of Pennsylvania-American Water Company

approval of, and that the Pennsylvania Public Utility Commission (“Commission”) approve, the Settlement, including all terms and conditions thereof, without modification.

I. INTRODUCTION

On May 22, 2025, PAWC and SSMSA entered into an Asset Purchase Agreement (“APA”) by which PAWC agreed to purchase all of the assets, properties, and rights of SSMSA’s wastewater system (“System”), other than the Excluded Assets as defined in Section 1.4 of the APA. The Settlement pertains to the application (“Application”) filed by PAWC pursuant to Section 1102(a) of the Pennsylvania Public Utility Code (“Code”), 66 Pa. C.S. § 1102(a), requesting that the Commission approve the transfer, by sale, to PAWC, of all property and rights of SSMSA used or useful in the public service in accordance with the APA (the “Transaction”). The Application also included requests for the Commission to (1) grant PAWC the right to offer or furnish wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania that are currently served by SSMSA and (2) to, pursuant to 66 Pa. C.S. § 507, issue Certificates of Filing or approval for the APA, as well as the Intermunicipal Authorities Sewage Service Agreement for the Sutersville-Sewickely Municipal Sewage Authority Service Area.

The Settlement, if approved, will resolve all of the issues raised in this proceeding. The Settlement is in the best interest of the sellers of the System, the System and its existing customers, PAWC as the buyer of the System, and PAWC’s existing customers, and the public-at-large (persons who are not customers of SSMSA or PAWC). It is in the public interest and, accordingly, should be approved.

Commission policy promotes settlements. *See* 52 Pa. Code § 5.231. Settlements lessen the time and expense that the parties must expend litigating a case and, at the same time, conserve

administrative resources. The Commission has indicated that settlement results are often preferable to those achieved at the conclusion of a fully-litigated proceeding. *See* 52 Pa. Code § 69.401. In order to accept a settlement, the Commission must determine that the proposed terms and conditions are in the public interest. *Pa. Pub. Util. Comm'n v. York Water Co.*, Docket No. R-00049165 (Order entered October 4, 2004); *Pa. Pub. Util. Comm'n v. C.S. Water and Sewer Assocs.*, 74 Pa. P.U.C. 767 (1991).

The Settlement resolves all issues in this proceeding. The Settlement reflects a carefully balanced compromise of the interests of the Joint Petitioners and satisfies the various requirements of the Code. For these reasons, and the reasons set forth below, the Settlement is in the public interest and should be approved without modification.

II. THE SETTLEMENT IS IN THE PUBLIC INTEREST

The Joint Petitioners have agreed to a settlement of all issues in this proceeding. This includes issues arising under Sections 1103(a) of the Code. 66 Pa. C.S. § 1103(a).

A. Section 1103 Approvals

1. Fitness

PAWC must demonstrate that it is technically, financially, and legally fit to own and operate the System. *Seaboard Tank Lines, Inc. v. Pa. Pub. Util. Comm'n*, 502 A.2d 762, 764 (Pa. Cmwlth. 1985); *Warminster Township Mun. Auth. v. Pa. Pub. Util. Comm'n*, 138 A.2d 240, 243 (Pa. Super. 1958). As a certificated public utility, PAWC enjoys a rebuttable presumption that it possesses the requisite fitness. *South Hills Movers, Inc. v. Pa. Pub. Util. Comm'n*, 601 A.2d 1308, 1310 (Pa. Cmwlth. 1992). No party challenged PAWC's fitness in this proceeding. Joint Stipulation of Fact, Appendix A, ¶ 14. PAWC has the managerial, technical, and financial capabilities to safely and adequately operate the System in compliance with the Pennsylvania

Public Utility Code, the Clean Streams Law (35 P.S. §§ 691.1-691.801) and other requisite regulatory requirements, and to make improvements as needed, on a short- and long-term basis. Joint Stipulation of Fact, Appendix A, ¶ 16.

2. Public Benefit

PAWC must demonstrate that the Transaction and PAWC's ownership/operation of the System will "affirmatively promote the service, accommodation, convenience, or safety of the public in some substantial way." *City of York v. Pa. Pub. Util. Comm'n*, 449 Pa. 136, 151, 295 A.2d 825, 828 (1972). The affirmative public benefits test does not require that every utility customer benefit from the proposed transaction, nor does it require that the utility's proposed action be absolutely necessary. An acquisition provides an affirmative benefit if the benefits of the transaction outweigh the adverse impacts of the transaction. *Application of CMV Sewage Co., Inc.*, 2008 Pa. PUC LEXIS 950. When looking at the benefits and detriments of a transaction, the focus of the analysis must be on all affected parties, not merely a particular group or a particular geographic area. *Middletown Township v. Pa. Pub. Util. Comm'n*, 482 A.2d 674 (1984).

The Transaction, with the conditions described in the Settlement, benefits all of the stakeholder groups impacted by the Transaction. The Transaction benefits members of the public-at-large in that the Transaction promotes the Commission's policy favoring regionalization of water and wastewater systems. 52 Pa. Code § 69.721(a). Joint Stipulation of Fact, Appendix A, ¶ 18. Wastewater collected in the System is ultimately treated by PAWC's McKeesport Wastewater System and planned improvements to the System can be completed within a reasonable time without adversely affecting service to PAWC's existing customers. Joint Stipulation of Fact, Appendix A, ¶ 18. PAWC will operate the System with operational, management and functional support from PAWC's Western Operations, specifically the McKeesport District, which is 11

miles away from the System. Joint Stipulation of Fact, Appendix A, ¶ 22. A regionalized system provides for additional staffing and equipment generally, and in the event of emergencies, will allow for faster resolution.

The Transaction benefits SSMSA's existing owners in the same way that it benefits all other members of the public-at-large. The Transaction will allow SSMSA to use the proceeds of the purchase price to pay down debt, as indicated in Article 2.3 of the APA. Joint Stipulation of Fact, Appendix A, ¶ 24.

The Transaction benefits the System because it will allow PAWC make necessary improvements to the System, including security upgrades, replacing failed bubbler level sensors, replacing failed variable frequency drives, replacing wet well ladders with OSHA-compliant units, and replacing non-clog pumps with grinder pumps. Joint Stipulation of Fact, Appendix A, ¶ 16. The System also will benefit by PAWC's proactive, as opposed to SSMSA's reactive, approach to maintenance, as evidenced by PAWC's tentative 5-year plan for upgrades to the System over \$760,000. Joint Stipulation of Fact, Appendix A, ¶ 17.

The Transaction benefits SSMSA's existing customers in the same way that it benefits all other members of the public-at-large. SSMSA's existing customers will also benefit from the improvements to the System listed above, which will occur as a result of the Transaction. In addition, the Transaction has specific benefits for SSMSA's existing customers:

- The Transaction will allow SSMSA's existing customers to benefit from PAWC's capability to finance necessary capital addition, as well as PAWC's strengths in system planning, capital budgeting and construction management. Joint Stipulation of Fact, Appendix A, ¶ 19.
- The Transaction will allow SSMSA's existing customers to benefit from PAWC's experience in managing and operating wastewater systems, which results in efficiencies that impacts rates in a beneficial way, as well as improvement to services provided to the transferred customers. Joint Stipulation of Fact, Appendix A, ¶ 25.

- The Transaction will enhance response time for the System's customers because it is located approximately 20 minutes from PAWC's McKeesport District. Currently, the operations and maintenance firm that supports the System's operations is located 40 minutes from SSMSA's office in Sutersville, Pennsylvania. Joint Stipulation of Fact, Appendix A, ¶ 23.
- The Transaction will allow the System's customers to benefit from PAWC's enhanced customer service, including additional bill payment options, extended customer service and call center hours, and customer information and education programs. PAWC's customer service is available 24 hours a day, 7 days a week. PAWC's website offers the H2O Virtual Assistant allowing customers a chat feature through the website to communicate with the Company and provide answers to frequently asked questions. PAWC also offers an online customer self-service portal. SSMSA does not offer the same array of options to customers. Joint Stipulation of Fact, Appendix A, ¶¶ 20-21.
- The Transaction will allow eligible transferred customers to take advantage of PAWC's customer assistance programs, including its H2O Bill Discount Program (which offers Hardship Grants), Arrearage Management Program, and budget billing. According to United States Census Bureau data, approximately 15.2% of the population within Sutersville Borough and 13.9% of the population within Sewickley Township are living in poverty and potentially will be eligible for assistance under PAWC's programs. In the absence of the Transaction, the transferred customers would not experience these benefits or similar benefits, as SSMSA does not offer similar customer assistance programs and does not intend to offer similar customer assistance programs in the future. Joint Stipulation of Fact, Appendix A, ¶ 20.

The Transaction benefits PAWC, as the buyer of the System, in the same way that it benefits all other members of the public-at-large. In addition, the Transaction has will allow PAWC an additional system near its McKeesport District, that conveys sewage that ultimately flows into PAWC's McKeesport wastewater system for final treatment and disposal. Joint Stipulation of Fact, Appendix A, ¶ 5. The Transaction will also allow PAWC to add approximately 490 customers to its customer base resulting in PAWC becoming a larger, financially stronger, and more stable public utility. Joint Stipulation of Fact, Appendix A, ¶¶ 4, 26.

The Transaction benefits PAWC's existing customers in the same way that it benefits all other members of the public-at-large. In addition, the Transaction specifically benefits PAWC's

existing customers because the acquisition will expand the customer base, over which existing costs and future rates are recovered, and thereby stabilizing or reducing per-customer costs over the long term. Joint Stipulation of Fact, ¶ 26.

In short, as modified by the terms and conditions in the Settlement, the Transaction has affirmative public benefits of a substantial nature for every impacted stakeholder group. These benefits, considered as a whole, substantially outweigh any alleged detriments, considered as a whole. Accordingly, the ALJs and the Commission should find that the Transaction, as modified by the Settlement, affirmatively promotes the service, accommodation, convenience, or safety of the public in some substantial way.

3. Tariff

The Joint Petitioners agree that the *pro forma* tariff supplement attached as Appendix B to the Application shall be permitted to become effective immediately upon closing. Settlement, ¶ 18. The Joint Petitioners further agree that PAWC should be authorized to implement for former SSMSA customers all other miscellaneous fees and charges, and the rules and regulations regarding conditions of PAWC's wastewater service, as reflected in PAWC's prevailing wastewater tariff, upon Closing. Settlement, ¶ 18. These provisions are in the public interest because they establish that none of the other Joint Petitioners takes issue with the *pro forma* tariff supplement and because they are consistent with law; PAWC will adopt the seller's rates at closing, as required by the Code, but be permitted to apply the remaining terms and conditions of its prevailing wastewater tariff to its newly acquired customers.

4. Distribution System Improvement Charge ("DSIC")

The Joint Petitioners agree that the DSIC provisions of PAWC's effective wastewater tariff will apply to the former SSMSA customers in the System no sooner than the effective date of new

rates established by a final order in the first base rate case in which the System is included and PAWC will not seek to recover investments in the System in its DSIC until PAWC applies the DSIC to System customers. Settlement, ¶ 19. This provision is in the public interest because it prohibits PAWC from including System-related investments in its DSIC until it collects the DSIC from System customers, therefore PAWC's existing customers are protected from fully funding System-related improvements.

5. Rates

In terms of rates, the Settlement is in the public interest because it reserves the other Joint Petitioner's rights to address and make other proposals for System rates in PAWC's future rate cases, except as explicitly agreed upon in the Settlement. Settlement, ¶ 20-21. These provisions are consistent with the Code and therefore in the public interest.

6. Customer Outreach

PAWC plans on sending a welcome letter to the acquired customers following the closing of the Transaction which will outline PAWC's customer assistance programs. The Transaction, as modified by the Settlement, is in the public interest because the Settlement requires PAWC to send a bill insert to the System's customers, informing them of PAWC's commercial customer payment arrangement programs specifically, in addition to the information regarding PAWC's income assistance programs. At a minimum, PAWC is to provide a description of the programs, the eligibility requirements for participating in the program, and PAWC's and the OSBA's contact information. Settlement, ¶ 22. Additionally, within the first thirty (30) days of the closing date, PAWC will provide a page on its website directed to System customers that includes information regarding PAWC's commercial customer payment arrangement program as well as contact information for the OSBA. Settlement, ¶ 23. These provisions of the Settlement are in the public

interest because they may increase participation in PAWC's customer assistance programs, compared to what would have been the case without these provisions. Furthermore, these provisions are in the public interest because they provide helpful information to the System's customers as they transition to becoming PAWC's customers.

7. Other Necessary Approvals

The Settlement is in the public interest because it clarifies that the Joint Petitioners agree that the Commission should issue any other approvals or certificates necessary, appropriate or customary under the Pennsylvania Public Utility Code to carry out the Transaction, including issuing under 66 Pa. C.S. § 507 Certificates of Filing or approval for the APA as well as the Intermunicipal Authorities Sewage Service Agreement for the Sutersville-Sewickley Municipal Sewage Authority Service Area, dated September 11, 2006, as amended May 9, 2025. Settlement, ¶¶ 24-25. These agreements are necessary to allow PAWC to provide service to the service territory currently served by the System. Consequently, the approval of these agreements, is reasonable and in the public interest.

8. Standard Settlement Conditions

Paragraphs 26 through 31 of the Settlement are in the public interest as these provisions describe the agreements and expectations of the Joint Petitioners in terms of (1) reservation of rights in the event that the Commission does not approve or modifies the Settlement, (2) obligations to fulfill to submit the Settlement for consideration by the Commission, and (3) agreements not to file Exceptions if the Settlement is approved by the Commission without modification. These provisions outline the process for the Joint Petitioners regarding submission of the Settlement, and protect the Joint Petitioners in the event that the Commission rejects or modifies the Settlement in a way in which a party finds unacceptable, which makes parties to a

Commission proceeding more willing to settle than they otherwise might be. These terms are therefore in the public interest and should be approved.

III. CONCLUSION

Through cooperative efforts and the open exchange of information, the Joint Petitioners have arrived at a settlement that resolves all issues in the proceeding in a fair and equitable manner. The Settlement is the result of detailed examination of the Transaction and extensive settlement negotiations. A fair and reasonable compromise has been achieved in this case, as is evidenced by the fact that all the parties to the proceeding have agreed to the resolution of the issues. PAWC fully supports the Settlement and urges the ALJ and the Commission to approve it without modification.

WHEREFORE, Pennsylvania-American Water Company respectfully requests that the Honorable Administrative Law Judges Jeffrey A. Watson and Ann Quimby recommend approval of, and that the Commission approve, the Settlement, including all terms and conditions thereof, without modification, and enter an order consistent with the Settlement.

Respectfully submitted,



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Dated: December 17, 2025

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**HONORABLE ADMINISTRATIVE LAW JUDGES
JEFFREY A. WATSON AND ANN QUIMBY**

In re: Application of Pennsylvania- :
American Water Company under Section :
1102(a) of the Pennsylvania Public Utility :
Code, 66 Pa. C.S. § 1102(a), for approval of : Docket No. A-2025-3056563
(1) the transfer, by sale, of substantially all :
of the Sutersville-Sewickley Municipal :
Sewage Authority’s assets, properties and :
rights related to its sanitary sewage :
collection and conveyance system to :
Pennsylvania-American Water Company; :
and (2) the right of Pennsylvania-American :
Water Company to begin to offer and :
furnish wastewater service to the public in :
the Borough of Sutersville and in portions :
of Sewickley Township, Westmoreland :
County, Pennsylvania :
:

**STATEMENT OF THE SUTERSVILLE-SEWICKLEY
MUNICIPAL SEWAGE AUTHORITY IN SUPPORT OF THE JOINT
PETITION FOR APPROVAL OF UNANIMOUS SETTLEMENT OF ALL ISSUES**

Sutersville-Sewickley Municipal Sewage Authority (“SSMSA”), by and through its attorneys, submits this statement in support of the Joint Petition for Approval of Unanimous Settlement of All Issues (“Settlement”) submitted to the Pennsylvania Public Utility Commission (“Commission”) by Pennsylvania-American Water Company (“PAWC” or the “Company”) on behalf of PAWC, SSMSA, and Office of Small Business Advocate (“OSBA”) (collectively, the “Joint Petitioners”).

I. Introduction

These proceedings concern the application of Pennsylvania-American Water Company (“PAWC”), dated July 29, 2025, for the Commission to approve the transfer, by sale, to PAWC, of substantially all property and rights of SSMSA used or useful in the public service (“Proposed Transaction”) in accordance with the Asset Purchase Agreement dated May 22, 2025, (“APA”), under Section 1102(a) of the Public Utility Code, 66 Pa C.S. § 1102(a) and for the Commission to grant PAWC the right to offer or furnish wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania that are currently served by SSMSA.

The Settlement reached by the Joint Petitioners only reinforces the fact that the Proposed Transaction should be approved. As detailed herein, the Proposed Transaction presents a number of concrete benefits such as capital improvements to the SSMSA system, Application ¶ 23.a; allow SSMSA to pay down debt, Application ¶ 23.g.; and enhance customer service for SSMSA customers Application, ¶ 23.d. There is thus no harm to weigh against the myriad benefits presented by the transaction.

SSMSA thus respectfully requests that Administrative Law Judges Jeffrey A. Watson and Ann Quimby recommend approval of, and the Commission approve, the Proposed Transaction and Settlement without modification.

II. Settlement – Legal Principles

Pursuant to 52 Pa. Code § 5.231(a), it is the stated policy of the Commission to encourage parties to resolve contested proceedings through settlement. The Commission has further stated that “the results achieved from a negotiated settlement or stipulation, or both, in which the interested parties have had an opportunity to participate are often preferable to those achieved at

the conclusion of a fully litigated proceeding.” 52 Pa. Code § 69.401. For example, settlements lessen the time and expense of litigating a case and, therefore, directly benefit all interested parties.

As such, where all active parties in a proceeding have reached a settlement, the principal issue for Commission consideration is whether the agreement is in the public interest. *See, e.g., Pa. Pub. Util. Comm’n v. C. S. Water and Sewer Assoc.*, 74 Pa. P.U.C. 767 (1991) and *Pa. Pub. Util. Comm’n v. Philadelphia Electric Co.*, 60 Pa. P.U.C. 1 (1985). Further, the Pennsylvania Supreme Court has explained that in the context of a utility merger, the issuance of a certificate of public convenience requires the Commission to find affirmatively that public benefit will result from the merger. *See generally City of York v. Pa. Pub. Util. Comm’n*, 295 A.2d 825 (Pa. 1972).

Here, the Settlement proposes the resolution of all issues in this proceeding, and the Joint Petitioners all agree that it is in the public interest, as it provides numerous benefits without any harm. As stated above, Commission approval of the Settlement will not only minimize litigation and administrative burden of all parties but will also further the public interest by allowing the Proposed Transaction to move forward thereby fostering the Commission’s stated goal of regionalizing wastewater systems within the Commonwealth.

SSMSA supports the Settlement and, therefore, respectfully requests that Administrative Law Judges Jeffrey A. Watson and Ann Quimby recommend approval of, and that the Commission approve, the Proposed Transaction and the Settlement without modification.

III. Section 1102/1103 Standard

PAWC is seeking a Certificate of Public Convenience from the Commission to acquire property used or useful in public service, as required under 66 Pa.C.S. §§ 1102(a)(1) and 1102(a)(3). The Commission will issue a Certificate of Public Convenience pursuant to Section

1102 when the Commission finds that the granting of such certificate “is necessary or proper, for the service, accommodation, convenience, or safety of the public.” 66 Pa. C.S. § 1103(a).

The Pennsylvania courts have interpreted this provision to require a showing that the Proposed Transaction will “affirmatively promote the ‘service, accommodation, convenience, or safety of the public’ in some substantial way.” *See, e.g., City of York*, 295 A.2d at 828 (quoting 66 Pa.C.S. § 1103). More specifically, the Pennsylvania Supreme Court explained that the Commission is not required to secure legally binding commitments or to quantify benefits where this may be impractical, burdensome, or impossible; rather, the Commission properly applies a preponderance of the evidence standard to make fact-based determinations (including predicted ones informed by expert judgment) concerning certification matters. *Popowsky v. Pa. Pub. Util. Comm’n*, 937 A.2d 1040, 1055–1056 (Pa. 2007).

Here, there can be no dispute that the Proposed Transaction will affirmatively benefit the public for the reasons detailed below.

In addition, the Commission must find that PAWC is technically, financially, and legally fit to own and operate the System. *Seaboard Tank Lines, Inc. v. Pa. Pub. Util. Comm’n*, 502 A.2d 762, 764 (Pa. Cmwlth. 1985); *Warminster Township Mun. Auth. v. Pa. Pub. Util. Comm’n*, 138 A.2d 240, 243 (Pa. Super. 1958). Here, there is no dispute that PAWC is technically, financially, and legally fit.

A. Substantial Affirmative Public Benefits of the Proposed Transaction

As stated above, PAWC must demonstrate that the Proposed Transaction will “affirmatively promote the ‘service, accommodation, convenience, or safety of the public’ in some substantial way.” *See, e.g., City of York*, 295 A.2d at 828 (quoting 66 Pa.C.S. § 1103). SSMSA respectfully submits that the Proposed Transaction, as well as the Settlement, meet this standard

as there are numerous benefits that the acquired SSMSA customers will realize that they would otherwise not experience absent approval of the Proposed Transaction, which concurrently presents no harm.

The Proposed Transaction presents clear benefits in the form of enhanced customer service and enhanced operational functions. At present, the System serves approximately 476 residential, 12 commercial, and 2 municipal customers in Sutersville Borough and Sewickley Township. *See* Joint Stipulation of Fact, ¶4. PAWC has improvement plans for the System which include security upgrades, replacing failed bubbler level sensors, replacing failed variable frequency drives, replacing wet well ladders with OSHA-compliant units, and replacing non-clog pumps with grinder pumps. *Id.* at ¶16. Further, the Proposed Transaction will allow SSMSA customers to benefit from enhanced customer service in a number of areas, including additional bill payment options, extended customer service and call center hours, customer information and education programs. *Id.* at ¶20. Finally, SSMSA does not have any low-income assistance program and no plans to create one and PAWC has financial assistance programs in forms of H2O Bill Discount Program (which offers Hardship Grants), Arrearage Management Program, and budget billing. *Id.* In other words, SSMSA customers are currently without any meaningful customer service and wastewater operators for their wastewater service.

If the Proposed Transaction is approved, the acquired SSMSA customers will benefit from access to PAWC's wastewater engineers, system operators, and other wastewater professionals to keep records of customer accounts and the infrastructure. Moreover, PAWC plans to invest \$760,000 in improvements to the System over the next five years that would otherwise not occur as SSMSA does not have the funding to invest into its System. *Id.* ¶17. The benefits that PAWC can provide are ones that SSMSA is not capable of providing to customers.

The undisputed facts demonstrate that the Proposed Transaction will provide a substantial public benefit to the System and the acquired SSMSA customers. Similarly, the Settlement negotiated by the Joint Petitioners provides additional benefits to those already set forth in PAWC's Application and summarized above. The substantial affirmative public benefits from the Settlement will be discussed in section B below.

B. Additional Substantial Affirmative Public Benefits from the Settlement

In addition to the numerous benefits established from the inception of the Proposed Transaction, the Joint Petitioners negotiated a settlement that provides even more substantial affirmative benefits. These benefits include, but are not limited to, the following:

- Pennsylvania-American's Distribution System Improvement Charge ("DSIC") provisions will apply to the former SSMSA customers in the System no sooner than the effective date of new rates established by a final order in the first base rate case in which the System is included. Additionally, PAWC will not seek to recover investments in the System in its DSIC until PAWC applies the DSIC to System customers.
- The Joint Petitioners reserve their rights to address and make additional proposals for the rates applied to the acquired SSMSA customers in Pennsylvania-American's pending and future rate cases.
- Within the first billing cycle following the closing date, PAWC shall provide a bill insert to System customers regarding PAWC's commercial customer payment arrangement programs. The bill insert shall include, at a minimum, a description of the program, eligibility requirements for participation in the program, and PAWC's and OSBA's contact information. PAWC and OSBA agree to discuss the specific language and placement of contact information after the submission of this Settlement but before the finalization of the bill insert.
- Within the first thirty (30) days of the closing date, PAWC shall provide page on its website directed to System customers that includes information regarding PAWC's commercial customer payment arrangement program as well as contact information for the OSBA.

Accordingly, SSMSA respectfully submits that the Settlement adds even more benefits to the public than that which existed in PAWC's application alone.

IV. Section 507 Approvals

Pursuant to Section 507 of the Code, contracts between a public utility and a municipal corporation (except for contracts to furnish service at regular tariff rates) must be filed with the Commission at least 30 days before the effective date of the contract for approval or, alternately, the institution of proceedings to determine whether there are any issues with the reasonableness, legality, or any other matter affecting the validity of the contract.

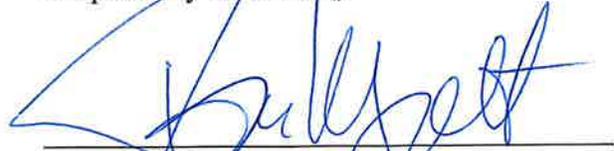
Here, in addition to the Asset Purchase Agreement (“APA”), PAWC seeks approval of the Intermunicipal Authorities Sewage Service Agreement for the Sutersville-Sewickley Municipal Sewage Authority Service Area, dated as of September 11, 2006, as amended May 9, 2025, which will be assumed at closing by PAWC. These approvals are necessary for PAWC to continue to provide service to all customers presently served by the System.

As established by the Settlement, none of the other Joint Petitioners objects to the Commission’s approval of these agreements. As a result, in addition to the APA, the Commission should issue a Certificate of Filing for, or otherwise approve, this service agreement.

V. Conclusion

As set forth in this Statement, PAWC not only has the requisite technical, legal, and financial fitness to own and operate the system and serve the acquired customers, but this particular Proposed Transaction and the Joint Petitioners’ Settlement provides numerous substantial affirmative benefits to the public in accordance with the requirements of the Code. As a result, SSMSA respectfully submits that the Commission approve the Settlement without modification.

Respectfully submitted,



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Dated: 12/16/25

APPENDIX F. Statement in Support of the Office of Small Business Advocate

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of Pennsylvania-American	:	
Water Company under Section 1102(a) of	:	
the Pennsylvania Public Utility Code, 66 Pa.	:	Docket No. A-2025-3056563
C.S. § 1102(a), for approval of: (1) the	:	
transfer, by sale, of substantially all of the	:	
Sutersville-Sewickley Municipal Sewage	:	
Authority’s assets, properties and rights	:	
related to its sanitary sewage collection and	:	
conveyance system to Pennsylvania-	:	
American Water Company; and (2) the	:	
right of Pennsylvania-American	:	
Water Company to begin to offer and	:	
furnish wastewater service to the public in	:	
the Borough of Sutersville and in portions of	:	
Sewickley Township, Westmoreland	:	
County, Pennsylvania	:	

**STATEMENT OF
THE OFFICE OF SMALL BUSINESS ADVOCATE
IN SUPPORT OF THE
JOINT PETITION FOR APPROVAL OF
UNANIMOUS SETTLEMENT OF ALL ISSUES**

I. STATEMENT OF THE CASE

The Office of Small Business Advocate (“OSBA”) submits this Statement in Support for the Joint Petition for Approval of Unanimous Settlement of All Issues (“*Settlement*” and/or “*Joint Petition*”). The *Settlement* was made and entered into by and between the OSBA, Pennsylvania-American Water Company (“PAWC”), and Sutersville-Sewickley Municipal Sewage Authority (“SSMSA”), (singularly, a “Petitioner” and, collectively, the “Joint Petitioners”) and respectfully request that the Honorable Administrative Law Judges (“ALJs”) Jeffrey A. Watson and Ann

Quimby recommend approval of, and the Pennsylvania Public Utility Commission (“Commission”) approve, the *Settlement* without modification.

The Office of the Small Business Advocate (“OSBA”) is authorized and directed to represent the interests of the small business consumers of utility services in the Commonwealth of Pennsylvania under the provisions of the Small Business Advocate Act, Act 181 of 1988, 73 P.S. §§ 399.41 - 399.50. The OSBA participated in the negotiations that led to the proposed *Settlement* and is a signatory to the *Joint Petition*.

A. Procedural History

The Stipulating Parties adopt the Procedural History as set forth in Paragraphs 1-16 of the Settlement.

B. Overview Of The Proposed Transaction

On July 29, 2025, PAWC, filed an application (“Application”) asking the Commission to approve the transfer, by sale, to PAWC, of substantially all property and rights of SSMSA used or useful in the public service in accordance with the APA under Section 1102(a) of the Public Utility Code, 66 Pa C.S. § 1102(a). In the Application, PAWC also requested the Commission to grant PAWC the right to offer or furnish wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania that are currently served by SSMSA.

On August 7, 2025, the Office of Small Business Advocate (“OSBA”) filed a Notice of Appearance in this proceeding and on August 14, 2025, the OSBA filed a Protest and a Notice of Intervention.

II. LEGAL STANDARDS

A. Burden Of Proof

The Company bears the full burden of proof to establish the justness and reasonableness of every element of its requested transaction. The evidence necessary to meet that burden must be substantial, legally credible, and cannot be a mere “suspicion” or “scintilla” of evidence. The party with the burden of proof has a formidable task to show that the Commission may lawfully adopt its position. Even where a party has established a prima facie case, the party with the burden must establish that the elements of that cause of action are proven with substantial evidence which enables the party asserting the cause of action to prevail, precluding all reasonable inferences to the contrary. The burden of proof is a preponderance of the evidence.

B. Sections 1102 And 1103

A public utility is required to first obtain a certificate of public convenience to acquire utility property and to begin to offer service within a new territory. 66 Pa. C.S. § 1102(a)(1), (3). The Commission can grant a certificate of public convenience upon finding that the granting of such is “necessary or proper for the service, accommodation, convenience or safety of the public.” 66 Pa. C.S. § 1103(a). The proposed transaction must “affirmatively promote the service, accommodation, convenience, or safety of the public in some substantial way.” *City of York v. Pa. P.U.C.*, 295 A.2d 825, 828 (Pa. Cmwlth. 1972) (*City of York*). The Commission can impose conditions upon the issuance of a certificate of public convenience. 66 Pa. C.S. § 1103(a).

C. Section 507

Pursuant to 66 Pa. C.S. § 507, the Commission shall issue a Certificate of Filing or Approval for all necessary transactions.

D. Settlement

Section 5.231(a) of the Commission’s regulations, 52 Pa. Code § 5.231(a) (Formal Proceedings; Hearings; Settlement and Stipulations; Offers of Settlement) states, as follows:

It is the policy of the Commission to encourage settlements. Similarly, Section 69.401 of the Commission’s regulations, 52 Pa. Code § 69.104 (Settlement Guidelines and Procedures for Major Rate Cases – Statement of Policy; General) states, as follows:

In the Commission’s judgment, the results achieved from a negotiated settlement or stipulation, or both, in which the interested parties have had an opportunity to participate are often preferable to those achieved at the conclusion of a fully litigated proceeding.

III. SUMMARY OF ARGUMENT

The OSBA supports PAWC’s acquisition of SSMSA’s wastewater system assets (the “System”) and PAWC’s right to begin to offer, render, furnish or supply wastewater service in the areas served by SSMSA, as well as any other necessary approvals or certificates for the transaction, subject to approval of all the following conditions, without modification.

IV. ARGUMENT

The OSBA agrees that the Commission should approve the *Settlement*. More specifically, the OSBA concludes that the *Settlement* provides a reasonable result and a meaningful benefit to SSMSA’s small business customers.

A. PAWC’s Legal, Technical And Financial Fitness

The OSBA agrees that PAWC has legal, technical, and financial fitness.

SSMSA’s small business consumers will benefit from a larger and more experienced utility company. The transferred wastewater customers will be served by a large, financially sound company that has the capability to finance necessary capital additions. Given its size, access to capital and its recognized strengths in system planning, capital budgeting and construction management, PAWC is well positioned to ensure that high quality wastewater service meeting federal and state requirements is provided to SSMSA’s customers.

B. Substantial Public Benefits Test

See above paragraph.

C. Section 507 Approval

The OSBA concludes that the *Settlement* terms are reasonable and offer a meaningful benefit to PAWC’s small business customers and further requests, pursuant to Code Section 507, 66 Pa. C.S. § 507, the Commission issue Certificates of Filing for approvals for the following agreements between PAWC and SSMSA:

- a. the Asset Purchase Agreement By and Between Sutersville-Sewickley Municipal Sewage Authority as Seller, and Pennsylvania-American Water Company, as Buyer, Dated as of May 22, 2025; and
- b. the Intermunicipal Authorities Sewage Service Agreement for the Sutersville-Sewickley Municipal Sewage Authority Service Area, dated as of September 11, 2006, as amended May 9, 2025.

D. Settlement In The Public Interest

The *Settlement* sets forth issues that were resolved through the negotiation process. The following issues were of particular significance to the OSBA when it concluded that the *Settlement* was in the best interests of SSMSA's small business customers.

Within the first billing cycle following the closing date, PAWC shall provide a bill insert to System customers regarding PAWC's commercial customer payment arrangement programs. The bill insert shall include, at a minimum, a description of the program, eligibility requirements for participation in the program, and PAWC's and OSBA's contact information. Also, within the first thirty (30) days of the closing date, PAWC shall provide a page on its website directed to System customers that includes information regarding PAWC's commercial customer payment arrangement program as well as contact information for the OSBA. These provisions of the *Settlement* will directly benefit small business consumers because it will give them a means to request additional assistance. It will also help relieve financial indecisions or forced closing by allowing them to receive a payment arrangement.

V. CONCLUSION AND REQUEST FOR RELIEF

WHEREFORE, the Office of Small Business Advocate, respectfully requests:

- (1) That the Honorable Administrative Law Judges Jeffrey A. Watson and Ann Quimby recommend approval of, and the Pennsylvania Public Utility Commission approve, the Joint Petition for Approval of Settlement of All Issues as submitted, including all terms and conditions thereof, without modification. These terms and conditions include, but are not limited to, the following:

- a. The *pro forma* wastewater tariff supplement attached as **Appendix B** to the Application should be permitted to become effective immediately upon the closing date.
- b. In addition, Pennsylvania-American Water Company should be authorized to implement on customer bills for the formerly Sutersville-Sewickley Municipal Sewage Authority customers all other miscellaneous fees and charges (for example, a turn on fee at time of service reconnection), and the rules and regulations regarding conditions of Pennsylvania-American Water Company's wastewater service, as reflected in its prevailing wastewater tariff, effective at and after the closing date.
- c. The Distribution System Improvement Charge provisions of Pennsylvania-American Water Company's effective wastewater tariff will apply to the former Sutersville-Sewickley Municipal Sewage Authority customers no sooner than the effective date of new rates established by a final order in the first base rate case in which the wastewater system assets are included. Additionally, Pennsylvania-American Water Company will not seek to recover investments in the Sutersville-Sewickley Municipal Sewage Authority wastewater system assets in its Distribution System Improvement Charge until Pennsylvania-American Water Company applies the Distribution System Improvement Charge to Sutersville-Sewickley Municipal Sewage Authority's former customers.
- d. Except as explicitly agreed upon in the Settlement, nothing contained herein or in the Commission's approval of the Application shall preclude any Joint

Petitioner from asserting any position or raising any issue in other Pennsylvania-American Water Company's proceedings. This includes, but is not limited to, the rights of the Office of Small Business Advocate to address and make other proposals for system rate base and rates in Pennsylvania-American Water Company's future rate cases, appeals, and remands.

- e. Any claim by Pennsylvania-American Water Company to recover transaction and closing costs associated with the acquisition of the Sutersville-Sewickley Municipal Sewage Authority's wastewater system assets will not include costs incurred by Sutersville-Sewickley Municipal Sewage Authority. The Office of Small Business Advocate reserves its rights to challenge the reasonableness, prudence, and basis for Pennsylvania-American Water Company's transaction and closing cost claims in the rate filing where they are claimed.
- f. Within the first billing cycle following the closing date, Pennsylvania-American Water Company shall provide a bill insert to Sutersville-Sewickley Municipal Sewage Authority's former customers regarding Pennsylvania-American Water Company's commercial customer payment arrangement program. The bill insert shall include, at a minimum, a description of the available program, eligibility requirements for participation in the program, and the contact information for Pennsylvania-American Water Company and the Office of Small Business Advocate. Pennsylvania-American Water Company and the Office of Small Business

Advocate agree to discuss the specific language and placement of contact information after the submission of this settlement but before the finalization of the bill insert.

- g. Within the first thirty (30) days of the closing date, Pennsylvania-American Water Company shall provide a page on its website directed to Sutersville-Sewickley Municipal Sewage Authority's former customers which provides information regarding Pennsylvania-American Water Company's commercial customer payment arrangement program as well as contact information for the Office of Small Business Advocate.
- h. The Commission, pursuant to 66 Pa. C.S. § 507, shall issue Certificates of Filing or approvals for the following agreements between Pennsylvania-American Water Company and a municipal corporation:
 - i. the Asset Purchase Agreement By and Between Sutersville-Sewickley Municipal Sewage Authority as Seller, and Pennsylvania-American Water Company, as Buyer, Dated as of May 22, 2025; and
 - ii. the Intermunicipal Authorities Sewage Service Agreement for the Sutersville-Sewickley Municipal Sewage Authority Service Area, dated as of September 11, 2006, as amended May 9, 2025.

- (2) That the Application filed by Pennsylvania-American Water Company in this matter on July 29, 2025, as amended by the *Settlement*, be approved.
- (3) That the Commission issue Certificates of Public Convenience under 66 Pa. C.S. §§ 1102(a) and 1103(a) evidencing Commission approval of: (a) the transfer to

Pennsylvania-American Water Company, by sale, of substantially all property and rights of Sutersville-Sewickley Municipal Sewage Authority used or useful in the public service in accordance with the Asset Purchase Agreement; (b) the commencement of Pennsylvania-American Water Company of wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania currently served by Sutersville-Sewickley Municipal Sewage Authority.

- (4) That the Commission shall issue any other approvals or certificates appropriate, customary, or necessary under the Pennsylvania Public Utility Code to carry out the transactions contemplated in the Application in a lawful manner.

Respectfully submitted,

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