



Regulation is a maze. We can show you the way!

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April 8, 2026

**VIA EFILING**

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

RE: Joint Application of American Water Works Company Inc., Pennsylvania-American Water Company, Nexus Regulated Utilities LLC and Community Utilities of Pennsylvania, Inc. Docket No. A-2025-3055551, et al.; **WATER SERVICE AGREEMENT AND ADDENDUM**

Dear Secretary Homsher:

Community Utilities of Pennsylvania, Inc. (“CUPA”) and Pennsylvania-American Water Company (“PAWC”) are submitting the following documents that were inadvertently omitted from the Joint Application filed on May 30, 2025:

:

- Water Services Agreement dated January 16, 2007, by and between Utilities, Inc. – Westgate and the City of Bethlehem
- Addendum to Water Services Agreement dated June 6, 2017, by and between Utilities, Inc. – Westgate and the City of Bethlehem

Counsel for the Office of Consumer Advocate and Office of Small Business Advocate have stated they have no objections to the filing of these agreements.

Matthew L. Homsher, Secretary

April 8, 2026

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

Very truly yours,

*/s/ Whitney E. Snyder*

Whitney E. Snyder

Erich W. Struble

*Counsel for*

*Community Utilities of Pennsylvania, Inc.*

WES/das

Enclosures

cc: Administrative Law Judge Erin Gannon (by email, [egannon@pa.gov](mailto:egannon@pa.gov))  
Per Certificate of Service

Water Services Agreement dated January 16, 2007,  
by and between Utilities, Inc. – Westgate and the  
City of Bethlehem

## WATER SERVICE AGREEMENT

This Agreement is made this 16<sup>th</sup> day of January 2007, by and between UTILITIES, INC.-WESTGATE ("Westgate") with its principal address at P.O. Box 1164, Upper Marlboro, MD 20773 (Penn Estates Utilities Inc., 503 Hallet Rd., East Stroudsburg, PA 18301); and the CITY OF BETHLEHEM, Pennsylvania, a Municipal Corporation duly authorized and existing pursuant to the Third Class City Code of the Commonwealth of Pennsylvania located in Northampton and Lehigh Counties, Pennsylvania with its principal address at 10 East Church Street, Bethlehem, PA 18018, hereinafter referred to as "City."

### WITNESSETH:

**WHEREAS**, Westgate is the owner and, pursuant to a Certificate of Public Convenience issued by the Pennsylvania Public Utility Commission (PA PUC), the exclusive operator of a water system providing service in a portion of Hanover Township, Northampton County, Pennsylvania; and

**WHEREAS**, the City operates a regional public water supply and distribution system consisting of both real and personal property, including reservoirs, treatment, testing and pumping facilities, transmission mains, distribution lines, laterals, valves, meters, pressure reducing and metering stations, electrical equipment, fire hydrants, and appurtenances with respect to certain easements and rights-of-way. The City currently provides public drinking water in Hanover Township, Northampton County, Pennsylvania pursuant to an order of the PA PUC; and

**WHEREAS**, the City, Westgate, Muhlenberg Realty Corporation, Hanover Township – Northampton County and the Bethlehem Authority on October 8, 1997, entered into a Water Service Agreement, and an Addendum to Water Service Agreement both hereinafter referred to as "Previous Water Service Agreement"; and

**WHEREAS**, subject to, and in consideration of the terms and conditions of the Previous Water Service Agreement, Westgate permitted the City to extend a twelve (12") inch water line into Westgate's exclusive PA PUC water service jurisdictional area and that the City shall provide domestic and fire protection water services to Muhlenberg's Project (located on Lot 1) of Muhlenberg's Property and to any similar hospital-related commercial or institutional development which may occur on Lot 2 of Muhlenberg's Property; and

**WHEREAS**, under the Previous Water Service Agreement, if Muhlenberg or its assignee should seek to construct improvements upon Lot 2 unrelated to hospital usage, Westgate would retain the right to provide water service to Lot 2 or any portion thereof; and

**WHEREAS**, the Previous Water Service Agreement permitted the City to connect its municipal water system to Westgate's private water system for the limited purpose of providing emergency backup water service to Westgate's water system; and

**WHEREAS**, under the Previous Water Service Agreement, a master water meter pit was installed on Blair Road; and

**WHEREAS**, the Previous Water Service Agreement allowed the connection between the City's municipal water system and Westgate's private water system to be activated for emergency purposes only and not be available for regular potable and domestic use; and

**WHEREAS**, the Previous Water Service Agreement stated that the City's responsibility for maintenance, repair and/or replacement of any of its facilities related to the emergency backup connection shall terminate at the point of attachment of Westgate's water system to the City's meter; and Westgate's responsibility for maintenance, repair and/or replacement of the emergency backup connection shall begin at the point of connection to the City's meter; and

**WHEREAS**, in the Previous Water Service Agreement, Westgate granted to the City a right of first refusal to purchase Westgate's private water system with the term of the right of first refusal being five (5) years, commencing the date of the Previous Water Service Agreement, or July 1, 1997, whichever was earlier with the right of first refusal concluding no later than June 30, 2002; and

**NOW THEREFORE**, the parties hereto agree as follows:

The Previous Water Service Agreement shall be modified by this Water Service Agreement and shall read as follows:

The City agrees that it shall permit its municipal water system to be connected to Westgate's private water system for the purpose of providing water in bulk for all regular customer use.

**Quality and Quantity:** The City agrees to furnish Westgate, at the Blair Road master water meter pit or such other or additional points of connection as may be mutually agreed, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the Pennsylvania Department of Environmental Protection (PA DEP), United States Environmental Protection Agency (or other cognizant agency) in a resale allocation quantity not to exceed 200,000 gallons per day averaged over a period of three (3) consecutive monthly billing periods, normal daily usage until the year 2031. For this Agreement, the term "resale allocation quantity" shall mean the total of actual resale water usage and estimated resale water commitments made by Westgate by any means; for example, by means of allocation, water main extension agreements, building permits, water permits or similar means.

**Points of Delivery and Pressure:** The City agrees to furnish water at a pressure ranging from 60 psig to 70 psig from the Blair Road master water meter pit and at such points of delivery as are mutually agreed by the parties hereto. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake, drought, or other catastrophes shall excuse the City from this provision for such reasonable period of time as may be necessary to restore service.

**Metering Equipment:** The City agrees that it will furnish and install at its own expense, not to exceed thirty thousand (\$30,000) dollars, at a second mutually agreed-upon point of delivery, a master meter setup, which will adhere to the City's design and specifications. This setup will include a concrete meter pit, a backflow preventer, valving, piping, appurtenances, and a master

meter. The City will supply the master meter at its sole cost and expense. Should the cost of the second master meter setup exceed thirty thousand (\$30,000) dollars, the balance will be paid by Westgate. Westgate agrees that it will furnish and install at its own expense at any third or subsequent point of delivery, a master meter setup, which must adhere to the City's design and specifications. The City will supply the master meter at its sole cost and expense. The meter(s) will be used to monitor and bill Westgate for the amount of water consumed. The City agrees to check and calibrate such metering equipment as required. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period during the previous year, unless the City and Westgate agree upon a different amount. The metering equipment shall be read by the City on a monthly basis. All costs for maintenance, calibration, and/or replacement of metering equipment is the responsibility of the City. The meter(s) will be maintained by the City but may be inspected or verified for accuracy at any reasonable time by Westgate.

**Billing Procedure:** The City agrees to furnish Westgate not later than the 20<sup>th</sup> day of each month, with a bill for water furnished to Westgate during the preceding month.

**Rates and Payment Date:** Westgate agrees to pay the City, not later than the due date shown on the bill, for water delivered through the resale meter pit(s) in accordance with the City's PA PUC then current applicable prevailing resale water rate contained in the City's PA PUC-approved

tariff provisions. Bills not paid within the above-mentioned time shall be subject to the City's PA PUC-approved then current applicable prevailing monthly penalty on the full unpaid and overdue balance of the bill. This rate and penalty is subject to modification by the PA PUC and any such modification shall then constitute the then current applicable prevailing resale water rate and monthly penalty. A copy of the City's current resale water rate and penalty is attached as Exhibit A.

**Permitted Flows:** Westgate agrees that at no time shall the resale allocation quantity of water exceed 200,000 gallons per day averaged over a period of three (3) consecutive monthly billing periods, until the year 2031. Should Westgate desire, during the term of this agreement, to increase the above resale allocation quantity of water, written approval of the City must be gained by Westgate. It is expressly understood that said approval by the City shall not be unreasonably withheld. It is understood that it is Westgate's obligation to obtain, maintain, and keep current, its PA DEP Water Allocation Permit and to obtain the necessary PA DEP Water Allocation Permit required for such an increased allocation.

**Limitations:** Westgate agrees, as reflected above, that the instant agreement is executed by the City for the resale allocation quantity of water of not more than 200,000 gallons per day averaged over a period of three (3) consecutive monthly billing periods, until the year 2031. Westgate will be found in violation of this rule if it is taking, in three consecutive monthly billing periods, water in excess of the product of (a) the total number of days in the three-month billing period times (b) 200,000 gallons per day, including estimated water commitments made by Westgate by any means, until the year 2031. Emergency conditions due to main supply line

breaks, power failure, flood, fire and use of water to fight fire, earthquake, drought, or other catastrophes shall excuse Westgate from this provision for such reasonable period of time as may be necessary to restore service. Should Westgate exceed the foregoing resale allocation quantity of water limit, it shall take corrective action, but there will be no penalty imposed by the City.

**Terms of Agreement:** Service of water pursuant to the instant Agreement shall continue until December 31, 2031. After that date, the Agreement shall, at the option of the City, be renewed for ten (10) year periods. After completion of the first thirteen (13) year period of the instant Agreement, the Agreement or any extension to this Agreement may be terminated by written termination notice given at least two (2) years in advance of the proposed termination date.

**Failure to Deliver:** The City will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish water to Westgate. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of any extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to Westgate customers shall be reduced or diminished in the same ratio or proportion as the supply to City consumers is reduced or diminished, and that any restrictions imposed on the City users shall also apply to Westgate users. In the event that the City intentionally fails or declines to provide minimum water service to Westgate, as required by the terms of this agreement, Westgate may immediately terminate this Agreement without further obligation or liability to the City hereunder by providing the City with written notice, given three (3) business days in advance, that Westgate is terminating the Agreement.

**Regulatory Agencies:** The parties hereby agree that this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the Commonwealth of Pennsylvania, and the City and Westgate will cooperate in obtaining such permit(s), certificate(s), or the like, as may be required to comply therewith.

**Cross Connections:** Westgate agrees to avoid any and all cross connections as a safeguard to the City's water distribution system.

**Alteration in Westgate's Distribution System:** Westgate shall provide the City with its plans for the water distribution system on or before the execution of this Agreement. Westgate shall annually provide the City with its plans of all extensions, alterations and additions made to said system, along with an updated map of its distribution system. The City will not be responsible for design inadequacies in Westgate's water distribution system.

The City agrees to provide assistance to Westgate and avail its technology in the form of leak detection services should Westgate experience difficulty in finding a water leak.

**Sole Provider:** In consideration of the mutual promises and covenants contained herein, Westgate hereby grants to the City the right to be the sole provider of drinking water to the Westgate water system to the exclusion of all other water service providers for a minimum period of fifteen (15) years from the date of execution of the instant Agreement. Should Westgate sell its water system to any third party as detailed in "Right of First Refusal," the City shall remain the sole provider of drinking water for a minimum period of fifteen (15) years from the date of execution of the instant Agreement.

**Right of First Refusal:** In consideration of the mutual promises and covenants contained herein, Westgate hereby grants to the City a right of first refusal to purchase Westgate's water system, in whole or in parts, at the discretion of Westgate under and pursuant to the following terms:

- a. The term of this right of first refusal shall be until December 31, 2031 and any extensions thereto.
- b. The term "Westgate's water system" shall include all underground pipes, valves, wells, storage tanks, hydrants, meters, associated appurtenances and easements associated therewith.
- c. Should Westgate receive an offer to purchase its water system (the "Offer to Purchase"), which Offer to Purchase Westgate desires to accept, Westgate will within thirty (30) days of its receipt give City notice in writing of the offer, setting forth the name and address of the proposed purchaser, the amount of the proposed purchase price, and all other terms and conditions of such offer, together with a copy of the Offer to Purchase sufficient for City to determine that the Offer to Purchase is valid and, upon acceptance by Westgate would be a valid, binding obligation of Westgate.
- d. For a period of ninety (90) days from the date of City's receipt of the Offer to Purchase, City shall have the right to advise Westgate that it intends to exercise its right of first refusal to purchase Westgate's water system at the same price and on the same terms and conditions of the Offer to Purchase. Closing of the purchase shall be within ninety (90) days of City's

notification to Westgate of its intention to purchase Westgate's water system, or as soon thereafter as is reasonably possible in light of required PA PUC approvals and procurement of financing.

- e. In the event that the City does not give notice of its intention to exercise its right hereunder to purchase Westgate's water system within the ninety (90) day period specified above, Westgate shall be free to sell its water system to any third party offering to purchase the water system upon the terms and conditions tendered to and declined by the City and said conveyance must occur within one hundred eighty (180) days following the expiration of the time provided for City's election. Westgate and the third party purchaser shall be subject to all provisions of the present water service agreement, including, but not limited to paragraph "Sole Provider." Should the third party purchaser fail to purchase the water system within the one hundred eighty (180) day period specified above, the City shall retain its "first right of refusal" as above delineated until December 31, 2031 and any time extensions thereto with regard to any and all third party offers to purchase received by Westgate. Nothing herein shall be construed as precluding the City, during said period, from unilaterally offering to purchase Westgate even though a third party offer has not been received by Westgate. Nonetheless, Westgate shall maintain no obligation to accept any such unilateral offer tendered by the City.

**Successor to Parties Hereto:** If any party is rendered incapable or is no longer obligated to perform under this contract, whether the result of legal process, agreement, assignment, or otherwise, any heirs, executors, administrators, successor or assigns shall succeed to the same rights as well as the same duties of the said party.

**Meetings:** The parties agree that upon request of either entity, they will meet and discuss any issues relating to this Agreement or the providing of water service within the Westgate water system as concerns both entities. The parties shall endeavor on at least an annual basis to have one meeting to discuss the current status of the operation of the water systems and any problems or situations which the parties must address.

**Arbitration:** The parties hereby agree to submit to arbitration any and all disputes arising out of the interpretation and application of the terms and conditions in this Agreement except those provisions applicable and subject to the PA PUC's statutory jurisdiction and its applicable rules and regulations. Each party shall select an arbitrator and the arbitrators shall, within thirty (30) days after their appointment, select a third arbitrator. The three arbitrators shall then have a hearing on the matters at issue and render an appropriate award. It is understood that the arbitration shall be governed by the Pennsylvania Uniform Arbitration Act provisions.

**Governing Law:** This Agreement may not be modified orally but may only be modified by a written agreement between the parties.

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Any and all disputes or litigation concerning this Agreement may be brought in the Court of Common

Pleas of Northampton County, Pennsylvania, except disputes or litigation subject to the PA PUC's statutory jurisdiction and its applicable rules and regulations (assuming that the matter is not required to be submitted to arbitration as stated aforesaid).

**Exhibits:** All attached exhibits to this Agreement are incorporated herewith and shall be deemed part of this Agreement.

In all other respects, the Previous Water Service Agreement is hereby affirmed.

**IN WITNESS WHEREOF**, and intending to be legally bound, and with prior approval of each entity's governing body, the parties hereto have had their authorized representatives set their hands and seals the day and year first above written.

ATTEST:

Alan D. Blain

FEB - 7 2007

ATTEST:

Maryle. Sipe

CITY OF BETHLEHEM

By J. Blain

UTILITIES, INC.-WESTGATE

By J. P. D. G.

**EXHIBIT "A"**

City of Bethlehem

Supplement No. 2 to  
Tariff Water Pa. P.U.C. No. 6  
First Revised Page No. 10

CANCELING TARIFF WATER – Pa. P.U.C. Nos. 4 and 5

SCHEDULE OF RATES

Schedule G

Meter Rates – Sales for Resale

APPLICATION

This schedule applies to all sale of water to other water utilities or public authorities for resale.

CUSTOMER CHARGES

All metered sales for resale customers shall pay the following customer charge based on the required size of meter to render adequate service.

<u>Size of Meter</u>	<u>Customer Charge</u>		<u>Size of Meter</u>	<u>Customer Charge</u>		
	<u>Per Month</u>	<u>Per Quarter</u>		<u>Per Month</u>	<u>Per Quarter</u>	
5/8"	\$ 7.07	\$ 21.21	3"	\$ 168.70	\$506.10	(I)
3/4"	13.50	40.50	4"	264.00	792.00	(I)
1"	26.20	78.60	6"	528.00	1,584.00	(I)
1-1/2"	51.20	153.60	8" or Larger	1,060.00	3,180.00	(I)
2"	82.30	246.90				(I)

CONSUMPTION CHARGES

In addition to the customer charge all water consumption will be billed at the following rates:

	<u>Rate Per</u> <u>1,000 Gallons</u>	
For all usage monthly or quarterly	\$ 3.390	(I)

Customer water meter bills will be subject to a penalty of one and one-half percent (1.5%) interest per month on the full unpaid and overdue balance of the bill if not paid within twenty calendar days from the date the bill is mailed. All customers will be given the option of being billed monthly. (I)

(I) Indicates Increase

Addendum to Water Services Agreement dated June  
6, 2017, by and between Utilities, Inc. – Westgate  
and the City of Bethlehem

## ADDENDUM TO WATER SERVICE AGREEMENT

This Addendum is made this 6th day of June 2012 by and between the CITY OF BETHLEHEM, Pennsylvania, a Municipal Corporation duly authorized and existing pursuant to the Third Class City Code of the Commonwealth of Pennsylvania located in Northampton and Lehigh Counties, Pennsylvania with its principal address at 10 East Church Street, Bethlehem, PA 18018, hereinafter referred to as "City", and UTILITIES, INC.- WESTGATE ("Westgate") with its principal address at Utilities Inc. – Westgate P.O. Box 379, 10351 Southern Maryland Blvd, Suite 203 Dunkirk, MD 20754 (Penn Estates Utilities Inc., 503 Hallet Rd., East Stroudsburg, PA 18301).

### RELEVANT FACTS

- A. The parties hereto have previously executed a Water Service Agreement dated January 16, 2007, a copy of which is attached hereto as Exhibit "1".
  
- B. The parties, by and through their respective authorized agents, wish to amend, subject to PA DEP approval, the January 16, 2007 Water Service Agreement in the respects stated in this Addendum thereto.

## AGREEMENT

**WHEREAS**, the Water Service Agreement dated January 16, 2007 under Quality and Quantity and Permitted Flows and Limitations addresses a resale allocation quantity of water not to exceed 200,000 gallons per day averaged over a period of three (3) consecutive monthly billing periods, and

**WHEREAS**, the Water Service Agreement dated January 16, 2007 under Permitted Flows addresses that should Westgate desire, during the term of the Agreement, to increase the resale allocation quantity of water, written approval of the City must be gained by Westgate and that said approval by the City shall not be unreasonably withheld, and

**WHEREAS**, Westgate has requested the City of Bethlehem to increase its resale allocation quantity of water by 250,000 gallons per day to meet the demands of Traditions of America and other future developments,

**NOW THEREFORE**, intending to be legally bound hereby, the parties (Westgate and City) hereby agree as follows:

The Quality and Quantity and Permitted Flows and Limitations sections of the Water Service Agreement dated January 16, 2007 shall be amended to read as follows:

**Quality and Quantity:** The City agrees to furnish Westgate, at the Blair Road master water meter pit or such other or additional points of connection as may be mutually agreed, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the Pennsylvania Department of Environmental Protection (PA DEP), United States Environmental Protection Agency (or other cognizant agency) in a resale allocation quantity not to exceed 450,000 gallons per day averaged over a period of three (3) consecutive monthly billing periods, normal daily usage until the year 2031. For this Agreement, the term "resale allocation quantity" shall mean the total of actual resale water usage and estimated resale water commitments made by Westgate by any means; for example, by means of allocation, water main extension agreements, building permits, water permits or similar means.

**Permitted Flows:** Westgate agrees that at no time shall the resale allocation quantity of water exceed 450,000 gallons per day averaged over a period of three (3) consecutive monthly billing periods, until the year 2031. Should Westgate desire, during the term of this agreement, to increase the above resale allocation quantity of water, written approval of the City must be gained by Westgate. It is expressly understood that said approval by the City shall not be unreasonably withheld. It is understood that it is Westgate's obligation to obtain, maintain, and keep current, its PA DEP Water Allocation Permit and to obtain the necessary PA DEP Water Allocation Permit required for such an increased allocation. It is further understood that the terms and conditions of the instant addendum are applicable upon approval by PA DEP.

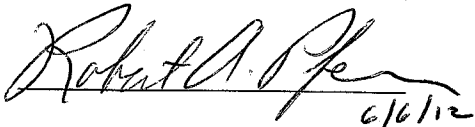
**Limitations:** Westgate agrees, as reflected above, that the instant agreement is executed by the City for the resale allocation quantity of water of not more than 450,000 gallons per day averaged over a period of three (3) consecutive monthly billing periods, until the year 2031.

Westgate will be found in violation of this rule if it is taking, in three consecutive monthly billing periods, water in excess of the product of (a) the total number of days in the three month billing period times (b) 450,000 gallons per day, including estimated water commitments made by Westgate by any means, until the year 2031. Emergency conditions due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake, drought, or other catastrophes shall excuse Westgate from this provision for such reasonable period of time as may be necessary to restore service. Should Westgate exceed the foregoing resale allocation quantity of water limit, it shall take corrective action, but there will be no penalty imposed by the City.

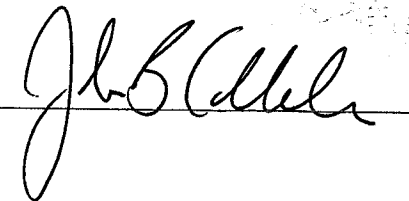
In all other respects, the Water Service Agreement dated January 16, 2007 is hereby affirmed.

**IN WITNESS WHEREOF**, and intending to be legally bound, and with prior approval of each entity's governing body, the parties hereto have had their authorized representatives set their hands and seals the day and year first above written.

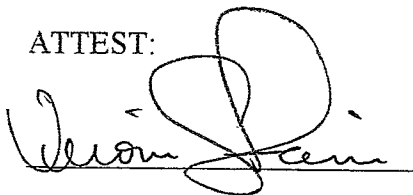
ATTEST:

  
6/16/12

CITY OF BETHLEHEM

By 

ATTEST:



UTILITIES, INC.-WESTGATE

By 

## CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the parties, listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

### **By Email:**

Christy Appleby, Esquire  
Jacob D. Guthrie, Esquire  
Office Of Consumer Advocate  
555 Walnut Street  
5<sup>TH</sup> Floor, Forum Place  
Harrisburg, PA 17101  
[cappleby@paoca.org](mailto:cappleby@paoca.org)  
[jguthrie@paoca.org](mailto:jguthrie@paoca.org)  
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*/s/ Whitney E. Snyder*

Whitney E. Snyder

Erich W. Struble

Dated this 8<sup>th</sup> day of April, 2026.