

**STATE OF NORTH CAROLINA
UTILITIES COMMISSION
RALEIGH**

DOCKET NO. W-218, SUB 526

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

In the Matter of Application by Aqua North Carolina, Inc., 202 MacKenan Court, Cary, North Carolina 27511, for Authority to Adjust and Increase Rates for Water and Sewer Utility Service in All Its Service Areas in North Carolina) SIXTH PROGRESS REPORT) REGARDING DEVELOPMENT) OF A MUTUALLY AGREEABLE) NON-REVENUE PURCHASED) WATER STANDARD
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NOW COME the Public Staff – North Carolina Utilities Commission (Public Staff) and Aqua North Carolina, Inc. (Aqua or the Company), hereinafter collectively referred to as the Parties, by and through the undersigned counsel, and file this Sixth Progress Report Regarding Development of a Mutually Agreeable Non-Revenue Purchased Water Standard (Sixth Progress Report), as discussed below.

I. Background

1. In its Order Approving Partial Settlement Agreement and Stipulation, Deciding Contested Issues, Granting Partial Rate Increase, and Requiring Customer Notice issued on October 26, 2020, in Docket No. W-218, Sub 526 (Rate Case Order), the Commission ordered as follows:

16. That Aqua NC and the Public Staff shall develop a mutually-agreeable purchased water loss standard based upon the methodology for purchased water systems set forth in Aqua NC's Pearce and Kunkel rebuttal testimony for implementation in the Company's next general rate case and

report on the progress of those discussions to the Commission within nine months of this Order.

Rate Case Order at 170.

2. In the Memorandum of Understanding (MOU) by and between the Public Staff and Aqua filed on May 26, 2021, in Docket No. W-218, Sub 526, the Parties stated as follows:

10. Aqua NC anticipates internal M36 Water Audits for calendar year 2020 will be completed for systems that exceeded 15% water loss by May 31, 2021. Aqua NC will provide the results of the internal M36 Water Audits and the Company's analysis of those results to the Public Staff no later than July 15, 2021. The Parties will file a progress report on the development of a mutually-agreeable water loss standard based on the M36 Water Audits no later than August 31, 2021, and every six months thereafter until the expiration of the two-rate case interim period.

MOU at 5.

3. In its Order Accepting Memorandum of Understanding Concerning Non-Revenue Purchased Water issued on July 27, 2021, in Docket No. W-218, Sub 526 (Order Accepting MOU), the Commission stated as follows:

Finally, the Commission understands the Parties' mutual agreement that data supporting development of a standard based on the Company's rebuttal testimony is not currently available and that an interim standard is needed for the period of time during which such data will be obtained and analyzed. However, the Commission is concerned about the Parties' defining the time period to acquire the necessary data as two rate cases rather than as the actual time that it will take to acquire and analyze the data. A period of two rate cases is vague and uncertain because the timing of rate cases is generally within the Company's control or discretion, i.e., there is no date certain when rate cases must be filed. Thus, the Commission directs the Parties to provide in their first report regarding non-revenue purchased water, to be filed no later than August 31, 2021, information explaining their

rationale and basis for selecting a two-rate case period for application of the 20% interim non-revenue purchased water standard as opposed to a more definite time and to explain further why the interim standard would necessarily need to be applied to more than one future rate case. If there is good and sufficient reason for the two-rate case interim standard, the report should also discuss assurances that the actual time before applying a non-revenue purchased water standard based on actual data in the third future rate case will not be unreasonably vague and indefinite. The Parties are also directed to include in their August 31, 2021 report a specific date or actual timeframe by which they anticipate reaching a final mutually agreeable non-revenue purchased water standard based on the methodology set forth in Aqua NC witnesses Pearce's and Kunkel's rebuttal testimony in the last general rate case.

Order Accepting MOU at 4-5.

4. On August 30, 2021, the Parties filed their Initial Progress Report Regarding Development of a Mutually Agreeable Non-Revenue Purchased Water Standard summarizing the activities undertaken by the Parties in furtherance of the development of a mutually agreeable water loss standard and responding to the Commission's directives in the Order Accepting MOU.

5. Thereafter, on February 28, 2022, August 30, 2022, February 28, 2023, and August 29, 2023, the Parties filed bi-annual progress reports summarizing their activities in furtherance of the development of a mutually-agreeable water loss standard, including meetings between Aqua and Public Staff personnel, and the Parties' review of information from purchased water systems with greater than 15% non-revenue water, Aqua's 2021 and 2022 Water Audit data, an updated water audit summary, and research provided by George Kunkel, P.E.

II. Progress Report

The Parties met virtually on February 23, 2024, and discussed developments regarding non-revenue purchased water and American Water Works Association (AWWA) performance indicators that could be used as the basis for adjustment thresholds for purchased water expense. Lindsay Darden, Public Utilities Engineer for the Public Staff's Water, Sewer, and Telephone Division, participated on behalf of the Public Staff and Lauren Raup-Plummer, Engineering Manager, and Daniel Taylor, Project Engineer, participated on behalf of the Company.

During the meeting, the Parties discussed the following:

- Aqua's goal of analyzing and tracking various performance metrics by focusing on reducing non-revenue water measured by the performance metrics of gallons lost per mile per day and gallons lost per connection per day.
- The need for a proper performance metric to ensure prudent decision-making for capital projects related to non-revenue water.
- The ultimate goal of agreeing upon an alternative performance metric supported by data and analysis.
- Data presented by Aqua from five systems in 2022 and 2023 to begin to establish a data set for analyzing and tracking performance metrics.

- The ultimate goal of agreeing upon an alternative threshold requirement supported by data and analysis.
- The Parties' agreement that the new threshold requirement is needed to consider revenue adjustment calculations as part of the analysis.
- The need to analyze additional data to establish clearly defined analysis metrics that are fair to customers and to the Company.
- The Parties' agreement that further data collection and analysis will facilitate the development of precise benchmarks for each indicator, which will in turn enable the Parties to accurately assess the impact of Aqua's interventions and identify areas for improvement.
- The Parties agreement that, by comparing performance indicator values before and after Aqua implements water loss reduction measures, the Parties can evaluate the effectiveness of the performance indicator values for assessing the Company's non-revenue purchased water.
- Aqua's plan to continue to monitor the specific systems discussed and to add more system data and to share its comparison analysis with the Public Staff at the Parties' next meeting.
- Aqua's agreement to provide the Public Staff, for discussion at the parties' next meeting, a copy of the internal M36 Water Audits for the calendar year

2023 for systems exceeding 15% non-revenue water or that Aqua determines should be audited.

WHEREFORE, the Public Staff and Aqua request that the Commission review this Sixth Progress Report and accept the content herein as responsive to the Commission's directives in its Order Accepting MOU.

Respectfully submitted, this the 29th day of February, 2024.

ATTORNEY FOR THE PUBLIC STAFF

/s/ Megan Jost
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ATTORNEY FOR AQUA NORTH CAROLINA, INC.

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VERIFICATION

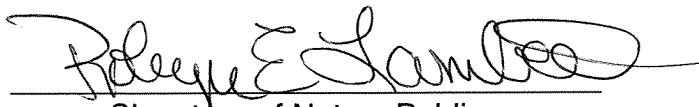
STATE OF NORTH CAROLINA)
)
 COUNTY OF WAKE)

Lauren A. Raup-Plummer, first being duly sworn, deposes and says that she is the Engineering Manager of Aqua North Carolina, Inc., that as such, she has read the foregoing Sixth Progress Report Regarding Development of a Mutually Agreeable Non-Revenue Purchased Water Standard, and knows the contents thereof; that the same are true of her own knowledge except as to those matters stated therein on information and belief, and as to those she believes them to be true.



 Lauren A. Raup-Plummer

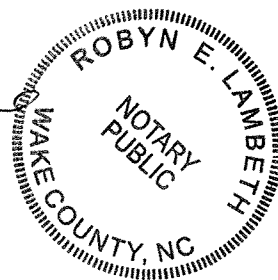
Sworn to and subscribed before me,
 this 28th day of February, 2024.



 Signature of Notary Public

Robyn E. Lambeth
 Name of Notary Public – Typed or Printed

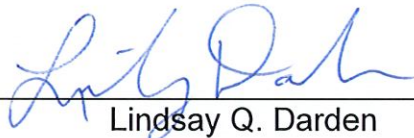
My Commission Expires: May 13, 2026



VERIFICATION


STATE OF NORTH CAROLINA)
)
 COUNTY OF WAKE)

Lindsay Q. Darden, first being duly sworn, deposes and says that he is the Director of the Water, Sewer, and Telephone Division, Public Staff – North Carolina Utilities Commission, that as such, he has read the foregoing Sixth Progress Report Regarding Development of a Mutually Agreeable Non-Revenue Purchased Water Standard, and knows the contents thereof; that the same are true of his own knowledge except as to those matters stated therein on information and belief, and as to those he believes them to be true.



 Lindsay Q. Darden

Sworn to and subscribed before me,
 this 29th day of February, 2024.



 Signature of Notary Public

Erica S Jones

 Name of Notary Public – Typed or Printed

My Commission Expires: 2/13/26



CERTIFICATE OF SERVICE

I certify that I have served a copy of the foregoing Sixth Progress Report Regarding Development of a Mutually Agreeable Non-Revenue Purchased Water Standard on all parties of record in accordance with Commission Rule R1-39, by United States mail, postage prepaid, first class; by hand delivery; or by means of facsimile or electronic delivery upon agreement with the receiving party.

This the 29th day of February, 2024.

Electronically submitted
/s/ Megan Jost
Staff Attorney