

A G R E E M E N T

THIS AGREEMENT, made this _____ day of _____, 2023, by and between North Penn Water Authority a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as the “Authority”), and PENNSYLVANIA-AMERICAN WATER COMPANY, a public utility corporation, duly organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business at 852 Wesley Drive, Mechanicsburg, PA 17055, (hereinafter called the “PAWC”);

W I T N E S S E T H

WHEREAS, PAWC is the owner of a sanitary sewer system serving the territory including Towamencin Township, and portions of Lower Salford Township, Worcester Township, and Lansdale Borough, Montgomery County, Pennsylvania and charges for sanitary sewer service rendered to its customers based upon water consumption of those customers; and

WHEREAS, the Authority is engaged in the business of providing water service to the general public in the same area, and has available to it the records necessary to compute the water consumption by the customers of PAWC who are also customers of the Authority; and

WHEREAS, PAWC has requested the Authority to furnish to PAWC certain information which will permit PAWC to compute and bill to its customers the charges for sanitary sewer service that have been established by PAWC; and

WHEREAS, the Authority is willing to furnish the requested information to the PAWC under and subject to the terms and conditions hereinafter set forth:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) paid by each party hereto to the other party, the receipt whereof is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the parties hereto, each intending to be legally bound by the terms hereof, do covenant and agree as follows:

1. The Authority hereby agrees to furnish to PAWC the name, mailing address, service address, route number and account number of every Authority customer located in Montgomery County who is also a sewer customer of PAWC. Such information shall be furnished to PAWC promptly after such sewer customers are designated by PAWC.

2. The Authority further agrees to furnish to PAWC by the tenth (10th) of the month following the month in which the Authority mails out its bills for each water service billing period, the following information with respect to each of the designated customers:

- (a) Customer Account Number;
- (b) Location Class

- (c) Customer Name
- (d) Customer Mailing Address
- (e) Service Type
- (f) Service Address
- (g) Equipment (Meter) ID
- (h) Date of Previous meter readings
- (i) Date of current meter reading
- (j) Reading Type
- (k) Previous Meter Read
- (l) Current Meter Read
- (m) Multiplier
- (n) Meter Read Multiplier
- (o) Water Usage stated in cubic feet
- (p) Water Usage stated in gallons

3. The Authority further agrees to furnish to PAWC (a) the information listed in Section 2 above, for all interim period bills such as new account information and final bills in a separate file and (b) information with respect to all adjustments which the Authority may make in its bills after it has furnished the information listed in Section 2 above, to PAWC, and (c) information with respect to all meter changes.

4. For any month in which PAWC obtains water consumption data from the Authority, PAWC agrees to pay the Authority for water consumption data at the rate of five cents (\$0.05) per unit; provided, however, that the minimum bill for any month shall be Fifteen (\$15.00) Dollars. It is understood and agreed by the parties hereto that the word “unit” as used herein shall mean the specific current meter readings for each water customer. It is further understood and agreed that PAWC shall pay only once for the initial information listed in Section 1 above, but that the charges for the information listed in Section 2 and Section 3 above, shall be payable for each billing period.

5. It is understood and agreed by the parties hereto that the per unit rate of five cents (\$0.05) shall remain in effect through December 31, 2023. Thereafter, this rate shall be subject to adjustment for each succeeding calendar year, beginning January 1, 2024, based on charges in the All-Cities Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor (BLI) using the month of December, 2023, as the base. The applicable rate for each year, beginning January 1, 2024, shall be computed by multiplying \$0.05 per item by a fraction, the numerator of which will be the difference in said index for December of the calendar year preceding that calendar year, and the same index for December, 2023, and the denominator of which will be the same index for December, 2023; provided, however, that the annual change in the rate shall never exceed \$0.02 in any one calendar year. In computing the applicable rate for each year, fractions shall be rounded to the nearest one-half cent. In the event that said index is discontinued at any time during the term hereof, the parties shall use the BLI index which replaces it, or another index mutually agreed upon by the parties.

6. The Authority shall bill PAWC promptly for the information furnished and PAWC agrees to pay for such information within thirty (30) days after receipt of Authority's invoice thereof.

7. In computing and furnishing the information requested by PAWC, the Authority agrees to observe the same diligence, policy and procedure as is used by it in computing its water service accounts, but the Authority assumes no liability for errors in the computation or furnishing of the requested information.

8. This Agreement shall continue in full force and effect for a term of one (1) year from the date entered into and from year to year thereafter, subject to cancellation by either party hereto by the giving of ninety (90) days' written notice to the other party.

9. This Agreement merges all previous negotiations between the parties hereto with respect to the subject matter covered hereby and supersedes any prior understandings or written or oral agreements between the parties. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

10. This Agreement shall become effective thirty (30) days after a copy hereof is filed with the Pennsylvania Public Utility Commission ("PUC"), provided that if the PUC institutes proceedings pursuant to Section 507 of the Public Utility Code (66 Pa. C.S. § 507) this Agreement shall become effective on the day the PUC grants its approval.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their appropriate officers.

This agreement will be effective on the _____ day of _____, 2023.

ATTEST:

NORTH PENN WATER AUTHORITY

Secretary
(SEAL)

BY: _____
Chairman

ATTEST:

PENNSYLVANIA-AMERICAN WATER
COMPANY

Secretary
(SEAL)

BY: _____
(Vice) President

TO: SANITATION _____ NAME
 REMIT
 ADD 1
 ADD2
 CITY STATE ZIP

_____ CONTACT NAME:
 _____ CONTACT TELEPHONE NUMBER:

FILE LAYOUTS REQUIRED

- | | | |
|----|---------------------------|----------------|
| 1) | Usage Transactions | () |
| 2) | Usage Transaction Periods | () |
| 3) | Readings | () |
| 4) | Account Changes | (X) Automatic |
| 5) | Premise Changes | (X) Automatic |
| 6) | Transmission Summary | (X) Automatic. |

GENERAL USAGE DATA INFORMATION

- | | | |
|----|-----------|-----|
| 1) | Daily | () |
| 2) | Weekly | () |
| 3) | Monthly | () |
| 4) | Quarterly | () |

TYPE OF MEDIA REQUESTED

- | | | |
|----|---------------------|-----|
| 1) | 3-1/2" HD Floppy | () |
| 2) | Paper | () |
| 3) | FTP (File Transfer) | () |

Please indicate location to forward Usage Data Information to:

Forward to: Name
 Address 1
 Address 2
 City State Zip Code
 Information System Contact

Name _____
 Telephone Number _____
 E-Mail Address _____