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October 6, 2023

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

RE: Michael Kowalski v. Pennsylvania-American Water Company
Docket No. C-2023-3042486

Dear Secretary Chiavetta:

On September 14, 2023, Pennsylvania-American Water Company filed its Answer and New Matter to the above-referenced Complaint. Exhibit 1 to the Answer and New Matter was inadvertently omitted from the filing. Therefore, attached hereto for filing is that Exhibit 1. Kindly attach this Exhibit to the Answer and New Matter and please feel free to contact me if you have any questions or concerns.

A copy has been served on the Complainant in accordance with the attached Certificate of Service.

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Very truly yours,

STEVENS & LEE



Michael A. Gruin

Enc.

cc: Certificate of Service

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EXHIBIT 1

AGREEMENT

FOR

THE ACCEPTANCE, CONVEYANCE, TREATMENT, AND DISPOSAL OF
WASTEWATER RECEIVED FROM THE MONTAGE, INC. WASTEWATER COLLECTION
SYSTEM AT THE SCRANTON WASTEWATER COLLECTION SYSTEM AND
WASTEWATER TREATMENT PLANT

THIS AGREEMENT, made and entered into as of 24th day of July, 2003, by and among: 8/13

THE SEWER AUTHORITY OF THE CITY OF SCRANTON, a Municipality Authority, organized and existing under the Laws of the Commonwealth of Pennsylvania, situated in the City of Scranton, County of Lackawanna, and State of Pennsylvania, having its' office at 307 North Washington Avenue, Scranton, Pennsylvania 18503, hereafter called "SSA",

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The CITY OF SCRANTON, a Municipal Corporation existing under the Laws of the Commonwealth of Pennsylvania having its' office at Scranton City Hall, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "City of Scranton".

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LACKAWANNA COUNTY, a Municipal Corporation existing under the Laws of the Commonwealth of Pennsylvania, having its' office at 200 Adams Avenue, Scranton, Pennsylvania 18503, hereafter called "COUNTY",

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LACKAWANNA RIVER BASIN SEWER AUTHORITY, a Municipality Authority organized and existing under the Laws of the Commonwealth of Pennsylvania, situated in the Borough of Throop, County of Lackawanna, and State of Pennsylvania, having its' office at Rear 145 Boulevard Avenue, Throop, Pennsylvania, 18512, hereafter called "LRBSA ".

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MOOSIC BOROUGH, a Municipal Corporation existing under the Laws of the Commonwealth of Pennsylvania, having its office at 715 Main Street, Moosic, Pennsylvania, 18507, hereafter called "MOOSIC".

WITNESSETH

WHEREAS, SSA is the owner of certain wastewater collection sewers and wastewater treatment plant ("Scranton Sewer System") and operates such system under agreement with the City of Scranton; and,

WHEREAS, the City of Scranton by virtue of File of Council No. 21-1990 must approve additional flow to the SSA generated outside the City of Scranton and the Borough of Dunmore; and,

WHEREAS, COUNTY is in the process of constructing and owns a wastewater collection system ("Montage Sewer System ") to serve a project referred to as Montage, Inc. located in Moosic Borough and the City of Scranton; and,

WHEREAS, LRBSA and the COUNTY are willing to operate and maintain the Montage Sewer System upon the terms and conditions more fully set forth at length herein; and,

WHEREAS, it is in the public interest to provide for treatment of sanitary sewage from the Montage Sewer System at the Scranton Sewer Authority; and,

WHEREAS, SSA, is willing to accept sanitary sewage from COUNTY'S Montage Sewer System and provide wastewater conveyance and treatment upon the terms and conditions more fully set forth hereinafter below.

NOW, THEREFORE, in consideration of the following promises, covenants, terms and agreements and the mutuality thereof and each party, intending to be legally bound hereby, the parties agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. The following words, terms and phrases used in this Agreement shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning.

Words, terms and phrases are as follows:

- (1) ALLOWABLE INDUSTRIAL WASTE: Any solid, liquid or gaseous substance, water-borne or form of energy ejected or escaping from any industrial, manufacturing, trade or business process or from the development, recovery or processing of natural resources, as distinct from sanitary sewage, which complies with all provisions of City of Scranton Ordinance File of Council No. 52 – 1996 or amendments or revisions thereto, and/or any requirements promulgated by the Environmental Protection Agency, and which is allowed to be discharged into the sewer system by the City of Scranton and Borough of Dunmore, Lackawanna County, Pennsylvania, or allowable by the rules and regulations of the City of Scranton.
- (2) BUILDING SEWER: Shall mean that part of the main building or house drain or sewer line inside the walls of the building and extending through the wall to a point five (5') feet outside the wall and connecting to the Service Line or House Connection.

- (3) CITY OF SCRANTON: The City of Scranton, Lackawanna County, Pennsylvania, or its duly authorized representatives or agents. Such agents shall include The Sewer Authority of the City of Scranton, Pennsylvania, as appropriate under applicable agreement(s) with the City.
- (4) DRAINAGE AREA: The area planned to be served by the Montage Sewer System as depicted on Exhibit "A" to this Agreement.
- (5) EQUIVALENT DWELLING UNIT: A measurement of flow for purposes of allocating or estimating capacity, and establishing fees. For the purpose of this agreement, one EDU shall be equivalent to 265 gallons per day. The minimum EDU allocation is 265 gallons per day. EDUs shall be rounded to the next whole number.
- (6) GROUND WATER: That water which is contained in or passing through the ground.
- (7) INFILTRATION: The water entering a sewer system, including building sewers, from the ground through such means as defective pipes, pipe joints, connections, or manhole walls. Infiltration does not include and is distinguished from inflow.
- (8) INFLOW: The water discharged to a sewer system, including service connections, from such sources as roof leaders; cellar, yard and area drains; foundation drains; cooling water discharges; drains from springs and swampy areas; manhole covers; cross-connections from storm sewers, combined sewers or catch basins; storm waters; surface runoff; street washers; or drainage. Inflow does not include and is distinguished from infiltration.
- (9) MONTAGE SEWER DISTRICT: A sewer district created by the LRBSA and the COUNTY within Moosic Borough and the City of Scranton to the limits of the Drainage Area as set

forth in attached Exhibit "A" for the purpose of providing services required under the terms of this Agreement.

- (10) MONTAGE SEWER SYSTEM: All the facilities now or hereafter owned by the COUNTY for the collection and transportation of Sanitary Sewage emanating from a project known as Montage, Inc., and other users within the Drainage Area.
- (11) NON-RESIDENTIAL ESTABLISHMENT: Any establishment now or hereafter served by a sewer system other than a Residential Establishment.
- (12) RESIDENTIAL ESTABLISHMENT: Any establishment used wholly or in part for residential purposes.
- (13) SANITARY SEWAGE: The normal water-carried household and toilet waste from any improved property, excluding, however, the effluent from septic tanks or cesspools, rain, storm and ground water, as well as roof or surface water, drainage or percolating or seeping waters, or accumulation thereof, whether underground or in cellars or basements.
- (14) SANITARY SEWER: A sewer which carries sewage and/or authorized industrial wastes and to which storm, surface, and ground waters are not intentionally admitted.
- (15) SCRANTON SEWER SYSTEM: All the facilities now or hereafter owned by the SSA and now existing or hereafter to be constructed in the City of Scranton and the Borough of Dunmore, or by contract or agreement outside these municipalities, for the collection, transportation, treatment, and disposal of Sanitary Sewage and Acceptable Industrial Wastes.
- (16) SEWER: A pipe or conduit for carrying sanitary sewage, or authorized industrial waste.

- (17) STORMWATER: Any flow occurring during or following any form of natural precipitation and resulting therefrom.
- (18) USER: Any person or entity who contributes, causes or permits the contribution of wastewater into the sewer system, including persons or entities whose premises are connected to a sewer extension constructed by either a municipality or private developer.
- (19) WASTEWATER: The liquid and water-carried industrial or domestic wastes from dwellings, commercial building, industrial facilities, and institutions, whether treated or untreated, which is contributed into or permitted to enter the sewer system.

ARTICLE II

MONTAGE PROJECT, SERVICE, AND TERM

SECTION 2.01. The Montage Sewer District agrees to continuously operate and maintain the Montage Sewer System, and the COUNTY and LRBSA agree that the SSA and MOOSIC shall have no obligation or responsibility with respect to said facilities. MOOSIC agrees to continuously operate and maintain all other sewer lines existing and constructed for the purposes of sewage collection within the Montage Sewer District and Moosic Borough, located within public right-of-way and properly dedicated over to and accepted by MOOSIC with all necessary rights of way and easements and discharging to the Montage Sewer System.

SECTION 2.02. The parties agree that the Montage Sewer District shall discharge wastewater to the Scranton Sewer System for treatment and disposal at the existing point of connection indicated on

the approved plans and as identified on Exhibit "D", or at such additional points of connection as are agreed upon.

SECTION 2.03. The SSA agrees that it will receive wastewater from the Montage Sewer District, pursuant to provisions hereof, for conveyance, treatment and disposal with the Scranton Sewer System.

SECTION 2.04. The LRBSA, MOOSIC, and the COUNTY covenant and agree that the SSA, during the term hereof, shall be the sole and exclusive agency to provide wastewater conveyance, treatment and disposal services to wastewater emanating from the Montage Sewer System or Users thereof in the Drainage Area contemplated to be served by the Montage Sewer System, (which Drainage Area is shown on Exhibit "A" hereto), pursuant to provisions hereof.

The provisions of this Section 2.04, however, shall not prejudice the LRBSA or MOOSIC with respect to its rights to the use of existing wastewater treatment facilities not owned or operated by the SSA, which are presently being utilized by the LRBSA or MOOSIC, including the Lower Lackawanna Valley Sanitary Authority wastewater treatment plant; nor shall such covenants of exclusivity and non-competition be construed now or during their term hereof to prejudice LRBSA or MOOSIC should any governmental agency of the Commonwealth of Pennsylvania or of the United States, including DEP or EPA, order a change in treatment flows, prohibit additional connections or require the sharing of new treatment facilities with a municipality or municipal authority which is not a party herein. Nor shall LRBSA or MOOSIC be prejudiced from using non-SSA facilities should the City of Scranton or SSA prohibit additional connections.

The COUNTY, MOOSIC and LRBSA agree to not permit the disposal or discharge of wastes to the Montage Sewer, which wastes emanated from activities outside of the Drainage Area, except with the written approval of all parties.

SECTION 2.05. The COUNTY, MOOSIC and the LRBSA agree that all wastewater emanating from the Montage Sewer System and discharged to the Scranton Sewer System for conveyance, treatment and disposal will be subject to the terms and provisions hereof.

SECTION 2.06. The SSA will accept into the Scranton Sewer System for conveyance, treatment, and disposal, Sanitary Sewage meeting the standards set forth in Exhibit "B" attached hereto from the Montage Sewer System only to the quantity and extent and as provided in Section 4.01 and Section 4.05 below, provided, however, that nothing herein contained shall preclude the SSA and the City of Scranton from granting additional capacity to the Montage Sewer District upon mutually agreeable terms and conditions to all parties. The SSA will treat and dispose of all such wastewater in accordance with sound engineering and industry standards and in accordance with all relevant requirements of governmental agencies and judicial authorities having jurisdiction in the matter.

SECTION 2.07. Except as provided herein, this Agreement shall begin on the date on Page 1 and shall continue in effect until such time that any one of the Parties cease to exist or are no longer empowered by charter to perform wastewater services. This Agreement may be extended by incorporation of a successor to one of the Parties only by mutual consent of all Parties.

Any party to this Agreement may unilaterally terminate this Agreement by tendering written notice of its intention to do so to all parties herein. Upon the tendering and receipt of written notice of intention to terminate, then this Agreement and its respective provisions shall be terminated and

declared null and void five (5) years after said notice of intention to terminate has been received by the respective parties. In the event of termination, the Montage Sewer System must be completely withdrawn or disconnected from the Scranton Sewer system and reconnected to another sewer system at no cost to the Scranton Sewer Authority, within one (1) year of the expiration of the five (5) year termination period.

ARTICLE III

RATES, CHARGES AND PAYMENTS

SECTION 3.01. The parties agree that the SSA shall impose rates and charges upon the Montage Sewer District for appropriate services rendered by the SSA, which rates and charges shall be established as provided in Section 3.02 herein.

SECTION 3.02. The rates for wastewater conveyance, treatment, and disposal services by the SSA relative to wastewater received from the Montage Sewer System will be the same rates applicable to other Users of the Scranton Sewer System, as enacted in City of Scranton Ordinance(s) or other proper legal instruments, and as may be revised from time to time. Current applicable City of Scranton Ordinances are contained in Exhibit "B". Users of the Montage Sewer System located in the Montage Sewer District outside the City of Scranton shall be billed individually by the LRBSA an amount equal to the current SSA metered consumption rate for conveyance, treatment and disposal services by the SSA, plus a conveyance service fee representing the LRBSA's operating costs for the Montage Sewer System. For residential users, this service fee shall be in the initial amount of \$20.00 per quarter. For

non-residential users, the service fee shall be an additional 28% per quarter added to the SSA treatment fee, but in no case less than the residential service fee per quarter.

The SSA's calculated charge for users of the Montage Sewer System located outside the City of Scranton shall be billed in the aggregate to the LRBSA on a bi-monthly basis.

With respect to Users located within the City of Scranton and connected to the Montage Sewer System, it is mutually agreed by and between the parties that the SSA will bill and charge these Users individually and directly for conveyance and treatment at the same rate applicable to other Users of the Scranton Sewer System. With regard to these Users, it is agreed by and between the parties that the LRBSA and the COUNTY shall be reimbursed in an amount equal to fifteen percent (15%) of the bi-monthly billing for these users located within the City of Scranton, which said cost represents the cost factor in operating and maintaining the Montage sewer System. The LRBSA shall apply this amount as a credit to the treatment fee costs invoiced to the LRBSA bi-monthly by SSA for Montage Sewer System users outside the City of Scranton. The SSA shall provide the LRBSA information upon request as necessary to calculate or verify billing of said users located within the City of Scranton including water consumption data used for billing, updated user lists or such other information as is routinely utilized in billing of sewer use fees.

In addition to the above and consistent with governing regulations, MOOSIC shall maintain the right to bill all properties within the Montage Sewer District that are located wholly or partially within the Borough of Moosic, for an amount not to exceed the sewer collection service fee charged all other users in Moosic Borough. The initial amount of this fee shall be \$70.00 per annum per residential user or EDU.

Should the City of Scranton on behalf of the SSA and/or the SSA, LRBSA or MOOSIC increase or decrease their fees for all other users of their respective systems, that party shall apply the same percentage increase or decrease to that party's individual fee assessed under this Agreement.

SECTION 3.03. The SSA and LRBSA each maintain the right to assess connection, tapping, permit or other initial fees as applicable for all new users within the Montage Sewer District and utilizing their respective sewage facilities, whether located in the Borough of Moosic or the City of Scranton in an amount determined by each consistent with the governing regulations. In addition MOOSIC shall retain and/or maintain the right to assess its connection, tapping, permit or other initial fee for all property located wholly or partially within the Borough of Moosic in an amount determined by MOOSIC to be consistent with governing regulations and applicable laws.

Upon issuance of a new connection permit by either the LRBSA or SSA within the Montage Sewer District for new construction that will be provided sewage treatment by the SSA, either the LRBSA or SSA, as applicable, shall send a copy of aforementioned permit to the other parties of the agreement within ten (10) days of issuance. MOOSIC shall agree not to issue a municipal building permit until receipt of evidence from the developer, or confirmation from the LRBSA and SSA, that the appropriate sewer permits have been issued by these agencies.

It is further agreed among the parties that a flow meter and chart recorder will be installed at the Montage pumping station. The SSA shall have access to the aforementioned flow meter and chart recorder providing reasonable notice has been given to the LRBSA.

SECTION 3.04. The SSA, LRBSA and MOOSIC each agree to share current user information with the other parties by providing updated billing lists, identifying new connections, permits issued,

additions or deletions of customers based on the information available to them on a quarterly basis. Each party shall provide their billing list update to the other two parties for each preceding quarter by the last day of January, April, July and October of each calendar year.

By February 15th of each year, the LRBSA shall prepare and distribute to all parties to this agreement an updated copy of Exhibit "C" incorporating new planning approvals and sanitary sewer connections completed within the preceding year based on the available documentation including sewer connection permits and approved PADEP Planning Modules.

The SSA shall continue to own, operate and maintain that portion of the sewers from the point of connection to the Scranton Sewer System to and including the manhole designated MH 7A all located within the City of Scranton and as identified in attached Exhibit "D".

ARTICLE IV

CHARACTER AND VOLUME OF FLOWS

SECTION 4.01. The LRBSA and the COUNTY agree (a) that they will not permit a maximum daily wastewater flow rate from the Montage Sewer System to the Scranton Sewer System which exceeds 1.5 times an average daily wastewater flow allocation of 579,658 gallons per day, as summarized in attached Exhibit "C" and (b) that they will not permit a peak hourly wastewater flow rate to the Scranton Sewer Authority which exceeds 750 gallons per minute.

SECTION 4.02. Should at any time the flow of wastewater from the Montage Sewer System exceed the volume limits at the time applicable under this Agreement or should at any time the quality of such flow be in violation of the standards established by the SSA, the LRBSA, MOOSIC and the

COUNTY shall be liable for, in addition to the separate charge provided for in Section 3.02, any actual damage suffered by the SSA by reasons of such violations, unless the source of said violation emanates from a user within the City of Scranton, and the SSA shall have the absolute right to have any such violation cease forthwith. If the SSA notifies the LRBSA, MOOSIC and/or the COUNTY of any violation of such volume limits or quality standards and the LRBSA, MOOSIC and/or the COUNTY do not take immediate steps to correct the violation, the SSA may bring suit at law or in equity to compel such corrective action.

SECTION 4.03. It is further agreed among the parties that any new sewer line construction located within public right-of-way and within the Montage Sewer District, other than lines constructed by the COUNTY or LRBSA, will be dedicated over to the municipality in which the new sewer line(s) are constructed and that municipality, or its authorized agents, will also assume the responsibility to maintain the same. Acceptance of new sewer lines by the municipality shall be contingent upon approval of the new facilities by the municipal engineer and approval of the instrument of dedication by the municipal solicitor.

SECTION 4.04. The LRBSA, MOOSIC and the COUNTY may request additional wastewater conveyance, treatment, and disposal capacity in the Scranton Sewer System in the future, which will be granted by the City of Scranton and/or the SSA if sufficient capacity exists in its system that is determined to be not required by the City of Scranton and/or the SSA for other purposes. In the event of such a request for additional capacity, the SSA shall not be obligated to construct any additions or improvements to the Scranton Sewer System unless such construction is determined to be feasible by the SSA and its Consulting Engineers; provided, however, that the SSA shall not unreasonably refuse to

construct or cause to be constructed such additions and improvements requested by the other parties at the sole cost and expense of the LRBSA, MOOSIC and/or the COUNTY.

SECTION 4.05. The SSA may establish from time to time uniform (within all areas serviced by the Scranton Sewer System) standards of acceptability of wastewater to be discharged into the Scranton Sewer System. Such standards shall be reasonable and similar to the customary regulatory standards imposed with regard to similar facilities and service area conditions. The Scranton Sewer System is designed primarily for the treatment and disposal of Sanitary Sewage and Allowable Industrial Wastes. The Montage Sewer District shall not permit any connection for the disposal of any waste other than Sanitary Sewage to be made to the Montage Sewer System except upon prior specific written permit of the SSA; provided that the acceptance for treatment and disposal by the SSA of wastes other than Sanitary Sewage shall be in accordance with the current uniform standards established by the SSA and/or the City of Scranton for all areas serviced by the Scranton Sewer System. (The current uniform standards are attached hereto and made a part of this Agreement as Exhibit "B"). Reasonable notice of any changes therein shall be given by the SSA to the LRBSA and shall become part of this Agreement.

ARTICLE V

MISCELLANEOUS PROVISIONS

SECTION 5.01. The City of Scranton and/or the SSA and LRBSA establish, maintain, levy, impose, and collect charges, rentals, and fees sufficient to enable them to pay therefrom (except to the extent that other funds are legally available for the purpose) the annual charges required under this Agreement to be

paid to the SSA and to the LRBSA and to operate and maintain their respective sewer systems in good repair and working order as herein required.

All such rates and charges shall be in compliance with all governing requirements of the Commonwealth of Pennsylvania and the United States of America. The parties hereto agree to enter into appropriate amendments or supplements to this Agreement when and if necessary to equitably apportion any charges required by such requirements.

SECTION 5.02. Each of the LRBSA, MOOSIC and the COUNTY covenants that it will adopt, enforce and keep in full force and effect continuously during the term hereof, and ordinance or ordinances or resolution or resolutions, as appropriate, prohibiting the discharge into the Montage Sewer System of any wastes which are prohibited to be discharged into the Scranton Sewer System under rules and regulations of the SSA and/or Ordinances of the City of Scranton in effect at the time and on file with the other parties. It is the intention of this Agreement that only Sanitary Sewage may be discharged into the Montage Sewer System.

The City of Scranton, SSA, COUNTY, MOOSIC and LRBSA agree to adopt such ordinances and/or resolutions which are necessary to impose any rates, charges, tariffs or requirements upon any of the Users of the Montage Sewer System which are required to be imposed on such Users by provisions hereof, or which relate to obligations assumed hereunder.

SECTION 5.03. The SSA, LRBSA and MOOSIC shall give notice of the connection of any Residential Establishment or Non-Residential Establishment to any sewer which discharges wastewater, directly or indirectly, to the Montage Sewer System and Scranton Sewer System, quarterly per Section 3.04. The COUNTY, MOOSIC and LRBSA, shall comply with rules and regulations of the SSA with

respect to Residential Establishments and Non-Residential Establishments and Industrial Users, and wastewater therefrom.

SECTION 5.04. Except as otherwise specifically provided to the contrary herein below, each of the parties hereto shall pay or cause to be paid all costs, charges, and expenses incurred in or in connection with construction, operation, maintenance, and repair of their respective sewer systems and the making of all extensions and improvements thereto. Each of the parties hereto agrees to keep and maintain its sewer system at all times in good repair and order and efficient operating condition and to meet the standards prescribed by the Department of Environmental Protection of the Commonwealth of Pennsylvania or any other governmental agency or judicial authority having jurisdiction thereof.

SECTION 5.05. No party hereto shall in any manner be liable for damages or demands arising out of the design, construction, operation, maintenance, or repair of any collection system or extensions or improvements thereto, other than its own unless such damages or demands occur through negligent acts or omissions committed by that party.

SECTION 5.06. The COUNTY, MOOSIC and the LRBSA covenant that they will not assign their interests herein, except an assignment to a party hereto, without written consent of the SSA and, if such consent shall be given, then only subject to conditions which may be set forth in such consent.

The COUNTY, MOOSIC and the LRBSA covenant that they will not convey their sewage collection system which discharges wastewater to the Scranton Sewer System to a municipality, municipality authority or other public authority or public body, except a party hereto, without written consent of the SSA, and, if such consent shall be given, then only subject to conditions which may be set

forth in such consent; provided, however, that any such conveyance shall not relieve such party of its obligation hereunder.

SECTION 5.07. The COUNTY, MOOSIC and the LRBSA covenant that the SSA, by its duly authorized representatives, at reasonable times, may inspect any part of its sewage collection system which discharges wastewater to the Scranton Sewer System.

The SSA covenants and agrees that either of the COUNTY, MOOSIC and the LRBSA, by their duly authorized representatives, at reasonable times, may inspect the Scranton Sewer System.

SECTION 5.08. Each of the parties hereto agrees to employ a Consulting Engineer at all times to perform the functions of such Engineer provided for by this Agreement.

SECTION 5.09. Upon completion of the construction of the Montage Sewer System, and any future improvements or extensions thereto, MOOSIC, the COUNTY and/or the LRBSA shall forthwith deliver to the SSA a certificate from MOOSIC's, the COUNTY's and/or the LRBSA's Consulting Engineer that the construction was inspected by said Consulting Engineer and has been completed in accordance with the approved plans and specifications and other applicable standards as agreed to herein. Three (3) copies of record drawings and specifications shall accompany any such certificate.

It is further agreed among the parties that any new sewer line construction located within public right-of-way within the Montage Sewer District, other than lines constructed by the COUNTY or LRBSA, will be dedicated over to the municipality in which the new sewer line(s) are constructed and that municipality, or its authorized agents, will also assume the responsibility to maintain the same. Acceptance of the new sewer lines by the municipality shall be contingent upon approval of the new

facilities by the municipal engineer and approval of the instrument of dedication by the municipal solicitor.

SECTION 5.10. The COUNTY, MOOSIC, City of Scranton and/or SSA and the LRBSA covenant to comply with all valid acts, rules, regulations, orders and directives of any legislative, executive, administrative or judicial body applicable to construction, operation, repair, and maintenance related to its sewer system which discharges wastewater to the Scranton Sewer System or Montage Sewer System.

SECTION 5.11. Each party covenants that during the term of this Agreement it will not discontinue operation of its sewage collection system.

SECTION 5.12. The SSA without written consent of the other parties may enter into Agreements, from time to time, in addition to this Agreement, with any person, party, corporation, entity, municipality, or municipal authority pursuant to which the SSA shall agree to convey, treat and/or dispose of wastewater of the other party to such Agreement, in connection with use and operation of the Scranton Sewer System.

SECTION 5.13. The COUNTY, MOOSIC and the LRBSA agree to comply (including furnishing necessary information to the SSA) with requirements of statutes, rules, regulations and conditions relating to the SSA's National Pollutant Discharge Elimination System (NPDES) Permit, Water Quality Management Permit, Solid Waste Management Permit, Air Quality Permit, Industrial Pretreatment Program, and any other federal or state permits or agreements, and the obligation of the SSA thereunder, which relate to Users of the COUNTY, MOOSIC and the LRBSA.

SECTION 5.14. The COUNTY, MOOSIC and the LRBSA, as appropriate, agree to implement and perform infiltration and inflow studies and corrective procedures necessary to limit excessive inflow and infiltration of Storm Water or Ground Water into any part of any sewer system discharging wastewater to the Scranton Sewer System in a manner satisfactory to the SSA in accordance with generally recognized standards of engineering practice, or, as appropriate, in a manner which complies with any grant, agreement, or any other law, rule or regulation which governs the Montage Sewer System or the Scranton Sewer System.

The SSA agrees to implement and perform infiltration and inflow studies and corrective procedures necessary to limit excessive inflow and infiltration of Storm Water and Ground Water into any part of the sewer system properly dedicated over to the City of Scranton and/or the SSA, located in the City of Scranton and discharging wastewater to the Montage Sewer System, in a manner satisfactory to the LRBSA and/or MOOSIC in accordance with generally recognized standards of engineering practice, or as appropriate, in a manner that complies with any grant, agreement or any other law, rule or regulation that governs the Montage Sewer System or the Scranton Sewer System.

The requirement for all parties to perform an infiltration and inflow evaluation of their respective sewer systems shall apply if the maximum daily flow limit specified in Section 4.01, or as amended in the future, is exceeded on three (3) or more days during a given calendar year.

SECTION 5.15. The COUNTY, MOOSIC and the LRBSA agree that any construction of and/or extensions to the Montage Sewer System shall be made in accordance with the latest standards of the SSA. Applicable SSA policies and documents, revisions, and supplements thereto shall be adhered to such as, but not limited to: "Standard Construction and Material Specifications for Sanitary Sewer

Extensions for the Sewer Authority of the City of Scranton"; "Requirements of the Sewer Authority of the City of Scranton for the Construction of Sanitary Sewer Extensions"; and "Requirements of the Sewer Authority of the City of Scranton for Connection of Storm Water and Ground Water Drainage". Such construction and/or extensions shall also conform to applicable federal and state law, including but not limited to compliance with the standards set forth in the Pennsylvania Department of Environmental Protection "Domestic Wastewater Facilities Design Manual", and revisions or supplements thereto.

SECTION 5.16. The LRBSA, SSA, MOOSIC and the COUNTY shall require all parties constructing extensions to the Montage Sewer System to comply with all applicable provisions of this Agreement. Furthermore, except for sewer extensions constructed by the COUNTY or LRBSA, all new sewer extensions located within public right-of-way shall be conveyed with appropriate rights-of-way to the municipality in which the extension is located provided that said facilities comply with the standards and requirements of the municipality. The COUNTY, SSA, MOOSIC and/or the LRBSA shall require the municipality owning any sewer extension, if not a party to this Agreement, to comply with all applicable provisions of this Agreement.

The LRBSA, MOOSIC and the COUNTY shall require all Parties constructing such extensions to submit to the SSA copies of applicable DEP Planning Modules, DEP permit applications, DEP permits, construction drawings, certificate of completion by the engineer appointed by the Montage Sewer District, and record drawings, as such documents are developed.

SECTION 5.17. The LRBSA, SSA, MOOSIC and the COUNTY agree that all sewers constructed as a part of or connected to the Montage Sewer System will be Sanitary Sewers; will not connect and will not permit to be connected to said sewers any contributions of Storm Water and/or

Ground Water; and will take any and all necessary action to remove or have removed sources of Storm Water or Ground Water when any such connections become known.

SECTION 5.18. The SSA, MOOSIC, COUNTY, and the LRBSA agrees that any party shall have the right to review, at any time, the volume, pollutant load and character of wastewater being discharged to the Scranton Sewer System, from the Montage Sewer System and to determine whether excessive flows of wastewater, or wastewater of excessive pollutant load, strength or character are being discharged to the Scranton Sewer System, which determination shall be made by application of generally accepted engineering standards and practices. The SSA shall have the right to regulate and limit any such excessive flows of wastewater or wastewater of excessive strength, pollutant load, strength or character to the Scranton Sewer System. The LRBSA shall provide access to the Montage Sewer System, upon reasonable notice and at reasonable times, as may be required by the SSA to sample or verify the characterization of the wastewater flow. MOOSIC shall provide similar access to SSA for lines owned and maintained by Moosic Borough.

SECTION 5.19. A right of recourse is reserved unto the SSA to exercise or utilize any legal remedies available at law or equity or otherwise in the event that the SSA determine the COUNTY or the LRBSA is discharging wastewater of excessive flows, pollutant load or strength, as determined in accordance with 5.16 hereof.

SECTION 5.20. Disputes arising hereunder shall be subject to arbitration under laws of the Commonwealth of Pennsylvania.

SECTION 5.21. Should any one or more of the provisions of this Agreement for any reasons be held illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement

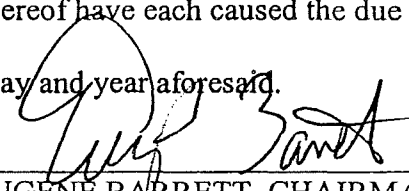
and this Agreement shall in such circumstances be construed and enforced as if such illegal or invalid provisions had not been contained herein.

SECTION 5.22. The construction and effect of this Agreement or any amendment to this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

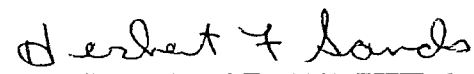
SECTION 5.23. This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

SECTION 5.24. This Agreement shall become effective upon its execution and delivery by the parties hereto, and, subject to termination in accordance with the provisions hereof, the term hereof shall be perpetual.

IN WITNESS WHEREOF, the several parties hereof have each caused the due execution and attestation hereof by its duly authorized officers as of the day and year aforesaid.


 _____ (SEAL)
 EUGENE BARRETT, CHAIRMAN OF THE
 BOARD OF THE SCRANTON SEWER
 AUTHORITY

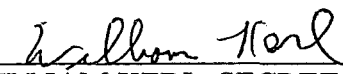
ATTEST:



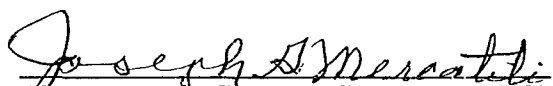
 HERBERT SANDS, SECRETARY OF THE BOARD
 OF THE SCRANTON SEWER AUTHORITY

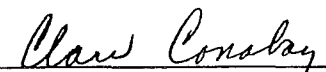

 _____ (SEAL)
 MATTHEW SKROBISZEWSKI, CHAIRMAN OF THE
 BOARD OF THE LACKAWANNA RIVER BASIN
 SEWER AUTHORITY

ATTEST:



 WILLIAM KERL, SECRETARY OF
 THE BOARD OF THE LACKAWANNA
 RIVER BASIN SEWER AUTHORITY

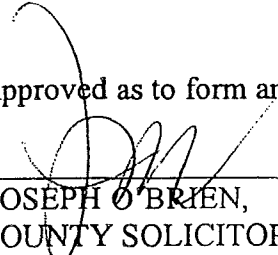

 _____ (SEAL)
 JOSEPH MERCATILI, CHAIRMAN OF
 MOOSIC BOROUGH COUNCIL



 CLAIRE CONABOY, MOOSIC
 BOROUGH SECRETARY


 _____ (SEAL)
 COMMISSIONER RANDY CASTELLANI

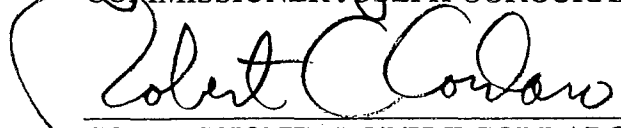
Approved as to form and legality



 JOSEPH O'BRIEN,
 COUNTY SOLICITOR

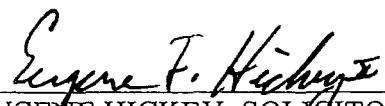


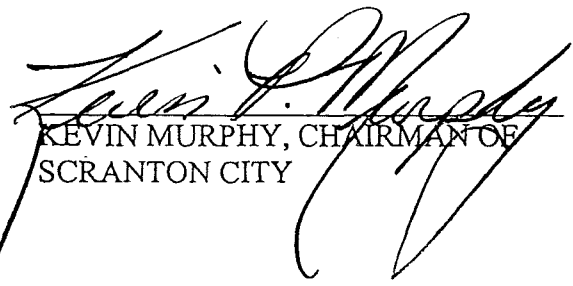
 COMMISSIONER JOSEPH CORCORAN



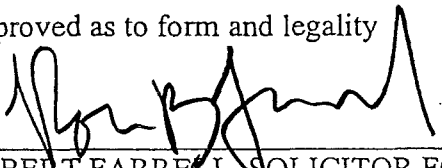
 COMMISSIONER ROBERT CORDARO

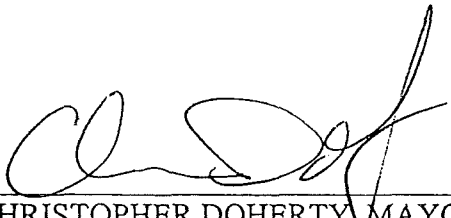
Approved as to form and legality

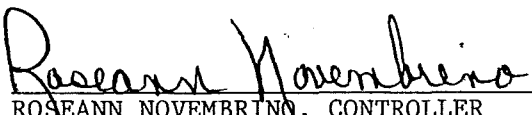

EUGENE HICKEY, SOLICITOR FOR
SCRANTON CITY COUNCIL

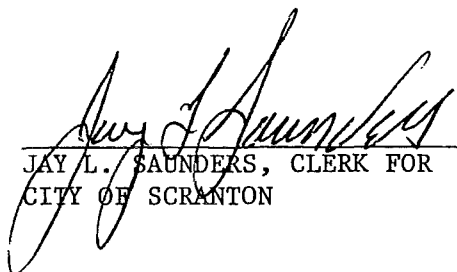

KEVIN MURPHY, CHAIRMAN OF
SCRANTON CITY (SEAL)

Approved as to form and legality


ROBERT FARRELL, SOLICITOR FOR
CITY OF SCRANTON


CHRISTOPHER DOHERTY, MAYOR
SCRANTON CITY (SEAL)


ROSEANN NOVEMBRINO, CONTROLLER
FOR CITY OF SCRANTON


JAY L. SAUNDERS, CLERK FOR
CITY OF SCRANTON

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MICHAEL KOWALSKI
Complainant

v.

PENNSYLVANIA-AMERICAN
WATER COMPANY
Respondent

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:
:
:
:
:
:

Docket No. C-2023-3042486

CERTIFICATE OF SERVICE

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

VIA First Class U.S. Mail

Michael Kowalski
24 Emerson Dr.
Moosic, PA 18507



Michael A. Gruin

DATED: October 6, 2023