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October 19, 2023

VIA ELECTRONIC FILING

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

**RE: Salvatore and Elizabeth Galante v. Pennsylvania-American Water Company
Docket No. C-2023-3042213**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of Pennsylvania-American Water Company is its Motion for Judgment on the Pleadings in the above-referenced matter. A copy has been served on the Complainant in accordance with the attached Certificate of Service.

If you have any questions, please feel free to contact me.

Very truly yours,

STEVENS & LEE



Michael A. Gruin

Enc.

cc: Certificate of Service
Administrative Law Judge Marta Guhl, via email

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SALVATORE AND ELIZABETH
GALANTE

Complainant

v.

PENNSYLVANIA-AMERICAN
WATER COMPANY

Respondent

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Docket No. C-2023-3042213

NOTICE TO PLEAD

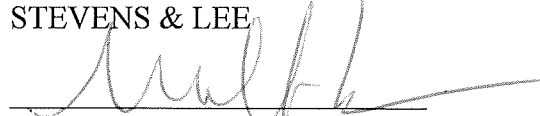
To: *Salvatore and Elizabeth Galante*

You are hereby notified to file a written response to the attached Motion for Judgment on the Pleadings of Pennsylvania-American Water Company within twenty (20) days from the date of service of this notice. If you do not file a written response denying or correcting the enclosed Motion within twenty (20) days of service, the facts set forth by Pennsylvania-American Water Company may be deemed to be true, thereby requiring no other proof, and judgment may be entered against you. All pleadings, such as responses to Motions, must be filed with the Secretary of the Pennsylvania Public Utility Commission:

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

You must also serve a copy of your response on the undersigned counsel for Pennsylvania-American Water Company. Failure to respond to this Motion for Judgment on the Pleadings could result in the dismissal of your case.

STEVENS & LEE


Michael A. Gruin, (I.D. No. 78625)
17 N. 2nd St., 16th Fl

Harrisburg, PA 17101

Tel. (717) 255-7365

Fax (610) 988-0852

COUNSEL FOR PENNSYLVANIA
AMERICAN WATER COMPANY

DATE: October 19, 2023

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SALVATORE AND ELIZABETH
GALANTE

Complainant

v.

PENNSYLVANIA-AMERICAN
WATER COMPANY

Respondent

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Docket No. C-2023-3042213

**MOTION FOR JUDGMENT ON THE PLEADINGS OF RESPONDENT,
PENNSYLVANIA-AMERICAN WATER COMPANY**

AND NOW, comes Pennsylvania-American Water Company (“PAWC” or “Company”), by and through its attorneys Stevens & Lee, P.C., and files this Motion for Judgment on the Pleadings pursuant to 52 Pa. Code § 5.102(a) and respectfully requests that your Honorable Commission dismiss the instant Complaint as a matter of law. The pleadings in this case clearly demonstrate that the Complainants lack standing to request the relief they are seeking, and that the relief they seek is beyond the jurisdiction of the Commission to grant. For these reasons, the Complaint should be dismissed as a matter of law.

I. INTRODUCTION

1. On August 15, 2023 the Company was served with a notice of the Formal Complaint (“Complaint”) filed by the Complainants against the Company. A copy of the Formal Complaint is attached hereto as **Exhibit 1** and incorporated herein by reference.

2. On September 5, 2023, the Company filed its Answer and New Matter, a copy of which is attached hereto as **Exhibit 2** and incorporated herein by reference.

3. The Company's New Matter stated, in paragraph 13 that the Complainants are not now, and never have been, customers of the Company's for wastewater service at the service address listed in the Complaint.

4. The Company's New Matter, in paragraphs 14 and 15, explained that the Complainants receive wastewater service from the Lackawanna River Basin Sewer Authority ("LRBSA"), and the Company provides bulk wastewater acceptance, conveyance, treatment and disposal services to LRBSA.

5. The Company's New Matter, in paragraphs 22 and 23, explained that the Company does not bill the Complainants for wastewater service, and the Company does not own the collection lines used by LRBSA to provide LRBSA's wastewater service.

6. On or about September 13, 2023, the Complainants filed their Answer to the Company's New Matter, a copy of which is attached hereto as **Exhibit 3**.

7. The Complainants' Answer to New Matter does not respond to or deny the averments of the Company's New Matter. As such, the averments in PAWC's New Matter may be deemed admitted. See 52 Pa. Code 5.63 (b).

II. LEGAL STANDARD

8. The Commission's regulation at 52 Pa. Code 5.102(a) permits any party to move for summary judgment or judgment on the pleadings after the pleadings are closed, but within such time as to not delay a hearing. The presiding officer will grant the motion if the pleadings, depositions, answers to interrogatories, admissions and affidavits show that there is no genuine issue as to a material fact and that the moving party is entitled to judgment as a matter of law. 52 Pa. Code § 5.102(d)(1).

9. The moving party bears the burden of showing that no genuine issue of material fact exists and that it is entitled to judgment as a matter of law. The Commission must view the record in the light most favorable to the non-moving party, giving that party the benefit of all reasonable inferences. First Mortgage Co. of Pennsylvania v. McCall, 459 A.2d 406(Pa. Super. 1983).

10. The provision at 52 Pa. Code §5.102(c) serves judicial economy by avoiding a hearing where no factual dispute exists. If no factual issue pertinent to the resolution of the case exists, a hearing is unnecessary. Lehigh Valley Power Committee v. Pennsylvania Public Utility Commission, 563 A.2d. 557 (Pa. Cmwlth. 1989).

III. ARGUMENT

11. The pleadings in this case reveal that PAWC is entitled to judgment as a matter of law because the Complainant's lack standing to file their Formal Complaint regarding PAWC's wastewater service, and because the relief sought by the Complainants is not within the Commission's jurisdiction to award.

A. The Complainants Are Not Customers of PAWC for Wastewater Service and Therefore Have No Standing to File a Formal Complaint Regarding PAWC's Wastewater Rates or Service

12. In order to bring a complaint before a tribunal, a complainant must first demonstrate that he or she has standing to maintain the action. Nye v. Erie Insurance Exchange, 470 A.2d 98, 100 (Pa. 1983).

13. The Commission has held that, in general, a complainant must be the respondent's customer in order to have standing to file a complaint about its utility service. In other words, a complainant which is not a customer of a utility generally does not have the requisite substantial, direct, and immediate interest necessary to confer

standing to bring the complaint about the service of that utility. *See, Coggins v PPL Electric Utilities Corp.*, Docket No. C-2012-2312785 (Opinion and Order entered July 18, 2013), *Re: Pennsylvania American Water Company*, 85 Pa. P.U.C. 548 (1995); and *Pa. P.U.C. v. Marietta Gravity Water Company*, 87 Pa. P.U.C. 864 (1997).

14. The pleadings in this clearly establish that the Complainants are not customers of PAWC's for wastewater service.

15. Paragraph 13 of PAWC's New Matter confirms that that the Complainants are not now, and never have been customers of the Company's for wastewater service at the service address listed in the Complaint. The Complainants' Answer to New Matter does not deny this fact.

16. Furthermore, the Exhibits to the Formal Complaint clearly reflect that the Complainants are customers of LRBSA for wastewater service. These exhibits include a notice from LRSBA of a rate change to its customers, and bills from LRSBA to the Complainants for wastewater service.

17. Exhibit 1 to PAWC's Answer and New Matter is a copy of the Bulk Service Agreement which establishes that PAWC provides bulk wastewater acceptance, conveyance, treatment and disposal services to LRBSA on a wholesale basis, and confirms that LRBSA operates the Montage Sewer System and provides the wastewater service to end-users customers.

18. Because the Complainants are not customers of the Company's for wastewater service, and have not alleged that they are applying for service or were denied service by the Company, the Complainants does not possess the requisite standing to file a formal complaint against the Company with respect to PAWC's wastewater service or rates. Therefore, the Complaint should be dismissed for lack of standing.

B. The Commission Does Not Have Jurisdiction Over LRBSA's Rates or Services

19. It is clear from the Complaint that the Complainants receive wastewater service from LRBSA and that the Complainants are disputing the rates they pay to LRBSA for wastewater service. *See* Complaint Exhibits A, B and C. This dispute is not within the Commission's jurisdiction, because it is well settled that the Commission does not have jurisdiction over the rates or services provided by municipal authorities.

20. LRBSA is a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania. *See* Exhibit 1 to PAWC's Answer and New Matter, at page 2.

21. Although it has general jurisdiction over service disputes between public utilities operating in Pennsylvania and their customers, the Commission, as a creation of the General Assembly, has only the powers and authority granted to it by the General Assembly contained in the Public Utility Code. *See, Terminato v. Pa. National Insurance Co.*, 645 A.2d 1287 (Pa. 1994); *Elkin v. Bell Tel. Co. of Pa.*, 420 A.2d 371 (Pa. 1980); and *Feingold v. Bell Tel. Co. of Pa.*, 383 A.2d 791 (Pa. 1977).

22. A complaint against a public utility must allege a violation of the Public Utility Code or a regulation or Order of the Commission in order to be legally sufficient. 66 Pa. C.S. §701.

23. In the instant Complaint, the pleadings establish that the Complainant's are not customers of PAWC's and do not receive service from PAWC, but rather receive their wastewater service from LRBSA, which is not an entity that is regulated by the

Commission. *See generally*, PAWC’s New Matter, and Exhibits A,B, and C to the Complaint.

24. The appellate courts of this Commonwealth have consistently held only courts of common pleas have jurisdiction over municipal authorities providing water service. *Borough of Sewickley Water Authority v. Mollica*, 118 Pa. Commonwealth Ct. 241, 544 A.2d 1122 (1988); *Graver v. Pa. P.U.C.*, 79 Pa. Commonwealth Ct. 528, 469 A.2d 1154 (1984).

25. The Commission has reached this same conclusion. See *Ransom v. Pennsylvania American Water Company*, Docket No. C-903045, Order entered April 11, 1991. In that case, the Commission confirmed that a municipal authority rendering utility service is not subject to this Commission's jurisdiction, and that instead, the Legislature has directed that the Courts of Common Pleas shall have exclusive jurisdiction over the rates and service such authorities render, and billing disputes between customers and authorities.

26. Because the Complaint seeks to challenge the rates charged by LRBSA for wastewater service, and because Commission does not have jurisdiction over LRBSA’s rates or services, the Complaint must be dismissed.

27. To the extent the Complainants wish to challenge LRBSA’s rates, such a challenge must be brought in the Court of Common Pleas.

C. PAWC's Wastewater Rates Were Previously Approved by the Commission And Therefore Are Not Subject to Revision.

28. To the extent that the Complaint seeks to challenge or overturn the Company's current wastewater rates, the Complaint should be dismissed because there is no genuine issue of material fact and the pleadings clearly show that the Company is entitled to judgment as a matter of law.

29. PAWC's current rates for wastewater services to individual customers are reflected in the Company's wastewater tariff, and those rates were formally approved by the Commission by Order issued on December 8, 2022 in Docket Nos. R-2022-3031672 and R-2022-3031673. As such, the rates are deemed to be lawful and have the force and effect of law.

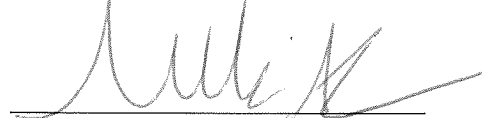
30. Once approved by the Commission, a utility tariff has the force and effect of law in Pennsylvania, and is legally binding upon the utility, its customers and the public. 66 Pa. C.S. § 1303; *DiSanto v. Dauphin Consolidated Water Supply Co.*, 436 A.2d 197 (Pa. Super. 1981); *Brockway Glass Co. v. Pa. Pub. Util. Comm'n*, 437 A.2d 1067 (Pa. Cmwlth. 1981).

31. With PAWC's wastewater rates having been approved by the Commission and reflected in the Company's tariff, there is no genuine issue of material fact regarding the Company's rates, and any allegation that the rates are improper or should be adjustment should be dismissed as a matter of law.

REQUEST FOR RELIEF

WHEREFORE, for all of the reasons stated herein, Respondent Pennsylvania-American Water Company respectfully requests that the hearing scheduled for November 20, 2023 in this matter be cancelled, and that your Honorable Commission grant the within Motion and dismiss the Complaint, with prejudice

Respectfully submitted,
STEVENS & LEE



Michael A. Gruin, (I.D. No. 78625)
17 N. 2nd St., 16th Fl.
Harrisburg, PA 17101
Tel. (717) 255-7365
Fax (610) 988-0852
COUNSEL FOR PENNSYLVANIA
AMERICAN WATER COMPANY

DATE: October 19, 2023

EXHIBIT 1
Formal Complaint

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint

Filing this form begins a legal proceeding and you will be a party to the case. If you do not wish to be a party to the case, consider filing an informal complaint.

To complete this form, please type or print legibly in ink.

1. Customer (Complainant) Information

Provide your name, mailing address, county, telephone number(s), email address and utility account number. It is your responsibility to update the Commission with any changes to your address and to where you want documents mailed to you.

Name Salvatore & Elizabeth Galante

Street/P.O. Box 4103 Austen Close Apt #

City Moosic State Pa. Zip 18507

County Lackawanna

Telephone Number(s) Where We Can Contact You During the Day (required):

() (home) (507) 362-0959 (mobile)

Email Address (required): _sgalan1459@gmail.com

Utility Account Number (from your bill) 4900141846

If your complaint involves utility service provided to a different address or in a different name than your mailing address, please list this information below.

Name

Street/P.O. Box

City State Zip

2. Methods of Communication by the Commission

You have three options on how you would like to receive all communication from the Commission about your Complaint. By selecting one of the following three options, you are agreeing to receive all hearing notices, orders, and related documents about your Complaint in the manner selected.

Select one of the following options for receiving all communications from the Commission:

- a. eFiling: You agree to open and use an eFiling account – free of charge through the Commission’s website. By selecting this method you will be eServed. (This is the best way to receive, file, and submit documents).

Initial here if you are selecting eFiling: [Signature]

(And create an eFiling account at

e-file confirmation # 2489705

- b. **Email:** You agree to receive all documents by email (using the email you provided on page 1). Please note that you will only be able to receive documents from the Commission by email and will not be able to file documents by Email or Fax. To submit documents to the Commission you must create an eFiling account accessed at _____ or mail your submissions.

Initial here if you are selecting Email service: _____

- c. **First Class Mail:** You agree to be served only by First Class Mail (at the address on page 1 of this form).

Initial here if you are selecting First Class Mail service: _____

***If you do not select one of the three options above, the Commission will serve all documents to you by First Class Mail at the address listed on page 1 of this form.**

3. **Name of Utility or Company (Respondent)**

Provide the full name of the utility or company about which you are complaining. The name of your utility or company is on your bill.

PAWC Sewer Treatment / Lackawanna River Basin Sewer Authority Montage Sewer District _____

4. **Type of Utility Service**

Check the box listing the type of utility service that is the subject of your complaint (check only one):

- Electric Gas Water Wastewater/Sewer Storm Water
 Steam Heat Motor Carrier (taxi, moving co., limo)
 Telephone/Telecommunications (local, long distance)

5. **Reason for Complaint**

What kind of problem are you having with the utility or company? Check all boxes below that apply and state the reason for your complaint. Explain specifically what you believe the utility or company has done wrong. Provide relevant details including dates, times and places and any other information that may be important. If the complaint is about billing, tell us the amount you believe is not correct. Use additional paper if you need more space. **Your complaint may be dismissed without a hearing if you do not provide specific information.**

- The utility is threatening to shut off my service or has already shut off my service.
 I would like a payment agreement.
 Incorrect charges are on my bill. Provide dates that are important and an explanation about any amounts or charges that you believe are not correct. Attach a copy of the bill(s) in question if you have it/them.
 I am having a reliability, safety or quality problem with my utility service. Explain the problem, including dates, times or places and any other relevant details that may be important.
 Other (explain).

6. Requested Relief

How do you want your complaint to be resolved? Explain what you want the PUC to order the utility or company to do. Use additional paper if you need more space.

1. Relief from the 120% rate increase granted PAWC for wastewater treatment (attachment A). PAWC charges by meter water usage not flat rate. See Attachment B, C for cost comparison before and after rate increase. At the current rate a household of two using 2,000 gallon a month will pay \$1,038.00 per year. Please see attachment C Pre rate increase PAWC was one of the higher rates in Luzerne and Lackawanna Counties.

Lower Lackawanna sewer authority services portions of Moosic Borough charging a flat fee of \$304.00 per year, senior discount \$272.00 per year (attachment D).

I believe the rate increase is partially due to the incompetence and inefficiency as compared to actual sewer authorities in the area, I say this because over the last eight months I contacted PAWC five times, four times they said they do not service my address the fifth call 08-07-2023, I refused to get off the phone until I spoke with a supervisor. I spoke with Denise, Supervisor customer service, who told me "Sir I assure you I would know if we serviced your address, we do not". After twenty minutes going back and forth I read Denise the Notice of Rate Increase letter which caused her whole demeanor changed, Denise conveyed PAWC not only services my address they also own the infrastructure. On four previous calls and earlier on this call I was told PAWC did not own any of the lines near my address "we do not service your address". This is why I bring up the incompetency, eight months of phone calls to PAWC, Lackawanna River Basin Sewer Authority and Moosic Borough, PAWC was absolutely the worst to speak with because of their incompetence. If you cannot keep track of what you own I cannot imagine the inefficiencies at the actual plant that we are now paying for. I understand PAWC supposedly made improvements to the system after purchasing from Scranton sewer authority but we should not have to pay those costs back with a rate increase like this.

My wife and I are both retired, after receiving the latest bill for \$173.61 we took our plants to our daughters to try and save water usage. We do not wash the car at home, we do not hose down the outside of the house. With the rate increase of over 120% we are now paying more, much more for wastewater than we are for natural gas, electric, or water even with all the extra costs the federal government is adding onto gas and electric suppliers. Gas, water, electric combined for the year is \$2,365.00 wastewater will be at least \$1,038.00 This has us so upset we are contemplating relocating. We live in north east Pa. heat our home with natural gas and somehow pay more for wastewater treatment, how could this be? Price gouging does come to mind or buying wastewater treatment plants is PAWC's way of forcing conservation it is much cheaper to change some pipe than it is to raise the height of a reservoir such as PWAC had to do on RT. 29 in Luzerne County.

2. Lackawanna River Basin Sewer Authority bills on behalf of PAWC: PAWC has confirmed that they own the lines at my address yet I am being billed by both PAWC and LRBSA for a line maintenance fee, we are also billed by Moosic Borough sewer authority for line maintenance, so I am a little confused, I understand there is usually a local municipal line fee and a wastewater fee such as PAWC line maintenance fee. It appears we are paying three fees opposed to two fees one to Moosic Borough, one to PAWC one to Lackawanna River Basin Sewer Authority.

Please see attachment B and C Lackawanna River Basin Sewer Authority (Montage Sewer District) bills. I ask that the PUC mandates a breakdown of this bill as it is now. I know the PUC has no oversight of Lackawanna River Basin sewer Authority but if they are billing on behav

of PAWC the bill should be inclusive and self-explanatory, as it stands the billing department at LRBSA has a hard time explaining the charges.

We are also told by Lackawanna River Basin Sewer Authority representative that LRBSA charges us a fee for billing on behalf of PAWC, I was told the fee is 20% of the total bill I know this cannot be the case but with the way the bill is presently there is no way to tell who is charging us what.

Thank you for your time looking into our issues and complaints.

7. Protection From Abuse (PFA)/ Domestic Violence

Has a court granted you a "Protection From Abuse" order or any other order which provides clear evidence of domestic violence against you that is currently in effect for your personal safety or welfare? The PUC needs this information to properly process your complaint so that your identity is not made public.

Has a court granted a "Protection From Abuse" order or any other order for your personal safety or welfare?

YES NO

If your answer to the above question is "yes," attach a copy of the current Protection From Abuse order to this Formal Complaint form.

8. **Prior Utility Contact**

a. Is this an appeal from a decision of the PUC's Bureau of Consumer Services (BCS)?
YES NO

b. If this is not an appeal from a BCS decision, have you spoken to a utility or company representative about this complaint?
YES NO

If you tried to speak to a utility company representative about your complaint but were not able to do so, please explain why.

c. If you tried to speak to a utility company representative about your complaint but were not able to do so, please explain why.

9. **Legal Representation**

If you are filing a Formal Complaint as an individual on your own behalf, you are not required to have a lawyer. You may represent yourself at the hearing.

If you are already represented by a lawyer **in this matter**, provide your lawyer's name, address, telephone number, and email address, (all required contact information). Please make sure your lawyer is aware of your complaint. If represented by a lawyer, both you and your lawyer must be present at your hearing.

Lawyer's Name _____

Street/P.O. Box _____

City _____ State _____ Zip _____

Area Code/Phone Number _____

E-mail Address _____

10. **Verification and Signature**

You must sign your complaint. Individuals filing a Formal Complaint **must** print or type their name on the line provided in the verification paragraph below and **must** sign and date this form in **ink**. **If you do not sign the Formal Complaint, the PUC will not accept it.**

Verification:

Industrie Salento, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Industrie Salento
(Signature of Complainant)

08-11-2023
(Date)

Title of authorized employee or officer (only applicable to corporations, associations, partnerships, limited liability companies or political subdivisions)

11. **How to File Your Formal Complaint**

Electronically. You must create an account on the PUC's eFiling system, which may be accessed at <http://www.puc.pa.gov/efiling/default.aspx>.

Mail. Mail the completed form with your original signature and any attachments, by certified mail, priority mail, or overnight delivery to this address and retain the tracking information as proof of submission:

Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, Pennsylvania 17120

If you are appealing a BCS decision: follow the directions in the cover letter you received from the Secretary's Bureau with the formal complaint form. **ONLY** Formal complaints appealing a BCS decision can be filed by fax, email or overnight delivery to meet filing deadlines. **All other formal complaints MUST be efiled or mailed.**

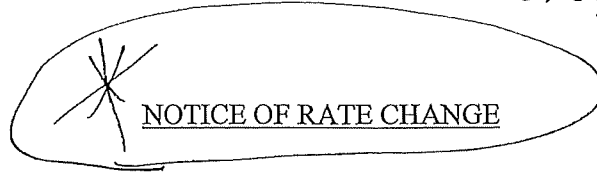
If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

Keep a copy of your Formal Complaint for your records. Please know that your complaint form and the utility's answer will not be published to the PUC's website. Once your complaint case moves to the Office of Administrative Law Judge, any filings you make should be marked confidential if you do not want them published to the website.

(A)

Effective 01-28-2023

No Take effect
Next Billing cycle



TO ALL CUSTOMERS OF THE LACKAWANNA RIVER BASIN SEWER AUTHORITY LOCATED WITHIN THE MONTAGE SEWER DISTRICT.

The Lackawanna River Basin Sewer Authority (LRBSA) wishes to provide notice of a pending increase in sewer fees charged by the authority to users located within the Montage Sewer District. While you receive your sewer bill from the LRBSA, wastewater treatment for commercial and residential customers within this area is provided by PA American Water Company's Scranton wastewater operations (PAWC). The LRBSA pays PAWC for the wastewater treatment services they provide per PAWC's sewer rate schedule.

On December 8, 2022, the PA Public Utility Commission (PUC) approved a settlement agreement that raised PAWC's wastewater rates with an effective date of January 28, 2023. PAWC's rates for Residential and Commercial Classification will increase as follows (usage charge based on per 100 gallons):

RESIDENTIAL CUSTOMERS

PAWC Current Wastewater Rates

Flat Service Charge per month: \$19.50
Usage Charge per 100 gallons: \$1.0600

PAWC New Wastewater New Rates

Flat Service Charge per month: \$19.50
Usage Charge per 100 gallons: \$2.3510

COMMERCIAL CUSTOMERS

PAWC Current Wastewater Rates

Flat Service Charge per month: \$19.50
First 5,000 gallons per month: \$1.06000
All Over 5,000 gallons per month: \$1.0903

PAWC New Wastewater New Rates

Flat Service Charge per Month: \$35.00
First 5,000 gallons per month: \$1.7270
All Over 5,000 gallons per month: \$1.7270

The new rates will begin to be implemented in the next bi-monthly billing that will be mailed in May 2023. Bills will reflect the cost of the wastewater treatment service you are provided based on the new rates charged to the LRBSA by PAWC, plus the LRBSA's existing 20% fee for maintenance and administration of its sanitary sewer facilities in the Montage Sewer District. Links to PAWC's press release and online wastewater rate page can be found at:

<https://www.amwater.com/press-room/press-releases/pennsylvania/settlement-approved-in-pennsylvania-american-water-rate-request>

<https://www.amwater.com/paaw/customer-service-billing/your-water-and-wastewater-rates>.

We value our customers and are committed to working with you to manage the upcoming change in rates.

PAWC - 19.50 per month = \$39.00
PAWC + LRBSA \$2.820 per 100 gal.
LACKAWANNA RIVER BASIN SEWER AUTHORITY
LRBSA \$26.17 Line Maint. Fee.



Lackawanna River Basin Sewer Authority

P.O. Box 280
Olyphant, PA 18447-0280
For Billing Inquiries Only 570-489-4738

MONTAGE SEWER DISTRICT

MONTAGE SEWER DISTRICT BILL

ACCOUNT: 4900141846
SERVICE ADDRESS: 4403-AUSTEN CLOSE
SERVICE PERIOD: 03/01/2023 to 04/28/2023
BILLING DATE: 07/15/2023
DUE DATE: 08/17/2023

CURRENT ACTIVITY

Sewer \$173.61
TOTAL CURRENT CHARGES \$173.61

ACCOUNT SUMMARY

PREVIOUS BALANCE \$134.18
PAYMENTS RECEIVED \$-134.18

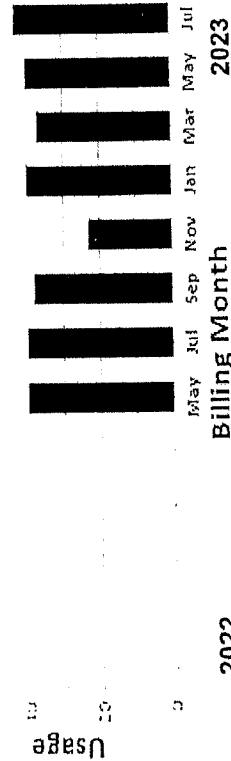
METER INFORMATION

CURRENT Reading 43
Date 04/19/2023
Usage in Gallons 4300

Consumption on Graph is in Hundreds of Gallons

Consumption History

\$0



2022

Billing Month

2023

MESSAGE

NOTICE

Any agreement of payment between owner and tenant must be considered a transaction between both and in no way concerns the Authority. Payments May Be Made By Mail Using The Payment Stub Below & Enclosed Return Envelope. Make Check or Money Order Payable To:

MONTAGE SEWER DISTRICT BILL

Please Include Your Account Number On Checks
-OR-

By Credit Card at LRBSA.com Fee Applies.

To sign-up for Direct Auto Pay or Email Bills, please call the office at 570-489-4738.

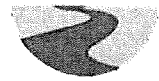
This bill incorporates a PA American Water Scranton Sewer rate increase effective February 1, 2023.

Please Call 570-489-4738

Lackawanna River Basin Sewer Authority

P.O. Box 280
Olyphant, PA 18447-0280
For Billing Inquiries Only 570-489-4738

MONTAGE SEWER DISTRICT



MONTAGE SEWER DISTRICT BILL

ACCOUNT: 4900141846
SERVICE ADDRESS: 4103 AUSTEN CLOSE
SERVICE PERIOD: 09/01/2022 to 10/31/2022
BILLING DATE: 01/13/2023
DUE DATE: 02/17/2023

SALVATORE & ELIZABETH GALANTE
4103 AUSTEN CLOSE
MOOSIC, PA 18507

CURRENT ACTIVITY

Sewer \$57.44
TOTAL CURRENT CHARGES \$57.44

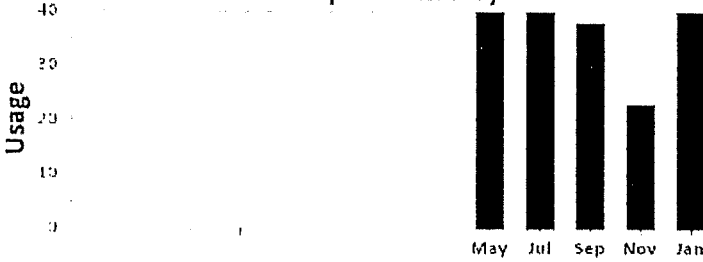
ACCOUNT SUMMARY

PREVIOUS BALANCE \$55.28
PAYMENTS RECEIVED \$-55.28
ADJUSTMENTS \$0.00
BALANCE FORWARD \$0.00
NEW CHARGES \$57.44
AMOUNT DUE \$57.44

METER INFORMATION

PREVIOUS		CURRENT		Usage
Date	Reading	Date	Reading	
08/17/2022	0	10/19/2022	40	40

Consumption History



Billing Month

MESSAGE

NOTICE

Any agreement of payment between owner and tenant must be considered a transaction between both and in no way concerns the Authority. Payments May Be Made By Mail Using The Payment Stub Below & Enclosed Return Envelope. Make Check or Money Order Payable To:

MONTAGE SEWER DISTRICT BILL

Please Include Your Account Number On Checks
-OR-
By Credit Card at LRBSA.com Fee Applies.

To sign-up for Direct Auto Pay or Email Bills, please call the office at 570-489-4738.
This bill incorporates a PA American Water Scranton Sewer rate increase effective January 1, 2022.

Payment Coupon - For Billing inquiries Only, Please Call 570-489-4738

TO ENSURE CORRECT POSTING OF YOUR ACCOUNT PLEASE RETURN THE BOTTOM SECTION WITH YOUR PAYMENT - MAKE SURE ADDRESS SHOWS THROUGH WINDOW

MONTAGE SEWER DISTRICT BILL
P.O. Box 280
Olyphant, PA 18447-0280



MONTAGE SEWER DISTRICT BILL

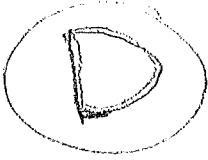
ACCOUNT: 4900141846
SERVICE ADDRESS: 4103 AUSTEN CLOSE
DUE DATE: February 17, 2023
AMOUNT DUE: \$57.44
AMOUNT DUE AFTER 02/17/2023 \$62.04

AMOUNT ENCLOSED

MONTAGE SEWER DISTRICT BILL
P.O. Box 280
Olyphant, PA 18447-0280

SALVATORE & ELIZABETH GALANTE
4103 AUSTEN CLOSE
MOOSIC, PA 18507

Ed. 01.21.23
Bill Pay
MLA



Flat Rate Accounts

All residential dwelling units and small commercial establishments

Quarterly Rate:	\$80.00
Yearly Rate	\$304.00

Senior Citizen Account

Residents 62 and older who own and reside in their home will receive a discount after showing proof of age and residence.

Quarterly Rate	\$72.00
Yearly Rate	\$272.00

2023 Rate Schedule Resolution

EXHIBIT 2

PAWC's Answer and New Matter

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SALVATORE AND ELIZABETH
GALANTE

Complainant

v.

PENNSYLVANIA-AMERICAN
WATER COMPANY

Respondent

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Docket No. C-2023-3042213

NOTICE TO PLEAD

To: Salvatore and Elizabeth Galante

You are hereby notified to file a written response to the attached Answer and New Matter of Pennsylvania-American Water Company within twenty (20) days from the date of service of this notice. If you do not file a written response denying or correcting the enclosed New Matter within twenty (20) days of service, the facts set forth by Pennsylvania-American Water Company may be deemed to be true, thereby requiring no other proof, and judgment may be entered against you. All pleadings, such as responses to New Matter, must be filed with the Secretary of the Pennsylvania Public Utility Commission:

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

You must also serve a copy of your response on the undersigned counsel for Pennsylvania-American Water Company. Failure to respond to this Answer and New Matter could result in the dismissal of your case.

STEVENS & LEE



Michael A. Gruin, (I.D. No. 78625)
17 N. 2nd St., 16th Fl
Harrisburg, PA 17101
Tel. (717) 255-7365
Fax (610) 988-0852
COUNSEL FOR PENNSYLVANIA
AMERICAN WATER COMPANY

DATE: September 5, 2023

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SALVATORE AND ELIZABETH
GALANTE

Complainant

v.

PENNSYLVANIA-AMERICAN
WATER COMPANY

Respondent

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Docket No. C-2023-3042213

**ANSWER AND NEW MATTER OF RESPONDENT,
PENNSYLVANIA-AMERICAN WATER COMPANY**

Pursuant to 52 Pa Code § 5.61, Pennsylvania-American Water Company (“PAWC” or “Company”), by and through its attorneys Stevens & Lee, P.C., hereby responds to the Formal Complaint (“Complaint”) filed by Salvatore and Elizabeth Galante (“Complainant”). In support thereof, the Company avers as follows:

1. Admitted.
2. Paragraph 2 is statement to which no response is required.
3. The Company admits that the Complainant is a customer of Lackawanna River Basin Sewer Authority (Montage Sewer District) at the Complainant’s service address. The Company denies that the Complainant is a customer of the Company’s for wastewater service.
4. Denied. The Complainant is not a customer of the Company’s for wastewater/sewer service.
5. The Company denies the material allegations of the Complaint, as set forth below in Paragraph 6.

6. The Company denies that the Complainant is entitled to the relief requested. PAWC does not provide wastewater service to the Complainant, and Lackawanna River Basin Sewer Authority (“LRBSA”) does not “bill on behalf of PAWC”. PAWC denies that it owns the wastewater lines at the Complainant’s service address. PAWC denies that the Complainant is paying three fees for wastewater services. PAWC admits that the Pennsylvania Public Utility Commission does not have jurisdiction over LRBSA. PAWC admits that it made improvements to the assets of the Sewer Authority of the City of Scranton after acquiring those assets in 2016. PAWC is without information regarding the billing practices of Lower Lackawanna Sewer Authority and therefore denies the Complainant’s characterizations of those billing practices. PAWC denies the Complainant’s allegations regarding “incompetency and inefficiency” by PAWC. PAWC denies the characterizations of the Complainant’s communications with PAWC’s customer service personnel. PAWC is without information regarding the Complainant’s specific water usage habits or bills for electricity and natural gas, and PAWC denies that it engages in “price gouging”. By way of further answer, PAWC’s current rates for water and wastewater services are reflected in its tariffs and those rates were formally approved by the Pennsylvania Public Utility Commission by Order issued on December 8, 2022 in Docket Nos. R-2022-3031672 and R-2022-3031673. As such, the rates are deemed to be lawful and have the force and effect of law. To the extent that Paragraph 6 contains additional allegations, such allegations are denied.

7. Paragraph 7 is a statement to which no response is required.

8. The Company admits that the Complainant has communicated with representatives of the Company, but those communications speak for themselves and the Company denies any characterizations of those communications.

9. Paragraph 9 is a statement to which no response is required.

10. Paragraph 10 is a verification to which no response is required.

NEW MATTER

11. Pennsylvania-American Water Company incorporates by reference responses contained in Paragraphs 1 through 10 above as though fully set forth at length.

12. Pennsylvania-American Water Company is represented in this matter by:

Michael A. Gruin (I.D. No. 78625)
17 North 2nd Street, 16th Floor
Harrisburg, PA 17101
Tel. (717) 255-7365
Fax (610) 988-0852
michael.gruin@stevenslee.com

13. The Complainant is not now, and never has been, a customer of PAWC's for wastewater service at the service address listed in the Complaint.

14. The Complainant receives wastewater service from Lackawanna River Basin Sewer Authority ("LRBSA").

15. The Company provides bulk wastewater acceptance, conveyance, treatment and disposal services to LRBSA pursuant to an Agreement for the Acceptance, Conveyance, Treatment, and Disposal of Wastewater From the Montage, Inc. Wastewater Collection System at the Scranton Wastewater Collection System and Wastewater Treatment Plant ("Bulk Service Agreement"). A copy of the Bulk Service Agreement is attached hereto as Exhibit 1.

16. The Bulk Service Agreement was originally executed on July 24, 2003 by and between the Sewer Authority of the City of Scranton, the City of Scranton, Lackawanna County, Moosic Borough, and LRBSA.

17. In 2016, PAWC entered into an agreement to purchase substantially all of the sewer and wastewater treatment assets of the Sewer Authority of the City of Scranton.

18. The Pennsylvania Public Utility Commission (“Commission”) approved PAWC’s acquisition of the assets of the Sewer Authority of the City of Scranton by Order entered on October 19, 2016 in Docket No. A-2016-2537209.

19. The acquisition closed on December 29, 2016, and at that time, PAWC took over the provision of services under the Bulk Service Agreement.

20. Under the Bulk Service Agreement, LRBSA operates and maintains the sewer system and collection lines which service portions of Moosic Borough, and LRBSA discharges wastewater to PAWC for treatment and disposal.

21. Under the terms of the Bulk Service Agreement, LRBSA bills individual users of the Montage Sewer System located outside the City of Scranton at a rate equal to the PAWC metered consumption rate for conveyance, treatment and disposal services by PAWC, plus a service fee established by LRBSA.

22. PAWC does not bill the Complainant individually for wastewater.

23. PAWC does not own the wastewater collection lines used by LRBSA service to provide LRBSA’s wastewater service.

24. At all times relevant hereto, PAWC billed LRBSA for its bulk wastewater services in full accordance with the Bulk Service Agreement.

25. PAWC's current rates for wastewater services to individual customers are reflected in the Company's wastewater tariff, and those rates were formally approved by the Commission by Order issued on December 8, 2022 in Docket Nos. R-2022-3031672 and R-2022-3031673. As such, the rates are deemed to be lawful and have the force and effect of law.

26. The Complainant lacks the requisite standing to file a formal complaint against the Company at the Pennsylvania Public Utility Commission regarding wastewater service provided by LRBSA.

27. The Complaint fails to state a claim for which relief can be granted, in that it does not allege any violation of the Public Utility Code or a regulation or Order of the Commission.

REQUEST FOR RELIEF

WHEREFORE, for all of the reasons stated herein, Respondent Pennsylvania-American Water Company respectfully requests that your Honorable Commission dismiss the Complaint.

Respectfully submitted,



Michael A. Gruin, (I.D. No. 78625)
17 N. 2nd St., 16th Fl.
Harrisburg, PA 17101
Tel.: (717) 255-7365
Fax: (610) 988-0852
Email: mag@stevenslee.com
COUNSEL FOR PENNSYLVANIA
AMERICAN WATER COMPANY

DATE: September 5, 2023

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SALVATORE AND ELIZABETH
GALANTE

Complainant

v.

PENNSYLVANIA-AMERICAN
WATER COMPANY

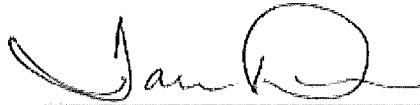
Respondent

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Docket No. C-2023-3042213

VERIFICATION

I, Tawana Dean, Regulatory Compliance Manager with Pennsylvania- American Water Company, verify that the answers and the factual allegations contained in the foregoing Answer to Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsifications to authorities.



September 5, 2023
Date

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SALVATORE AND ELIZABETH GALANTE	:	
Complainant	:	
	:	
v.	:	Docket No. C-2023-3042213
	:	
PENNSYLVANIA-AMERICAN WATER COMPANY	:	
Respondent	:	

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing 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

Salvatore and Elizabeth Galante
4103 Austen Close
Moosic, PA 18507



Michael A. Gruin

DATED: September 5, 2023

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~~2002~~, by and among: 8713

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",

A

N

D

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".

A

N

D

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",

A

N

D

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 ".

A

N

D

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

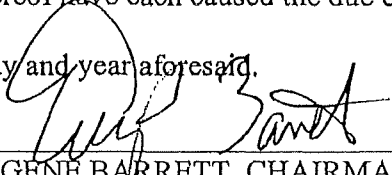
and this Agreement shall in such circumstances be construed and enforced as if such illegal or invalid provisions had not been contained herein.

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.

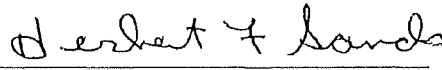
SECTION 5.24. This Agreement shall become effective upon its execution and delivery by the parties hereto, and, subject to termination in accordance with the provisions hereof, the term hereof shall be perpetual.

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.




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

ATTEST:

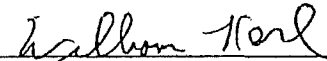


HERBERT SANDS, SECRETARY OF THE BOARD OF THE SCRANTON SEWER AUTHORITY




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


ATTEST:



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



JOSEPH MERCATILI, CHAIRMAN OF MOOSIC BOROUGH COUNCIL (SEAL)

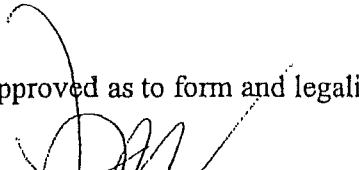


CLAIRE CONABOY, MOOSIC BOROUGH SECRETARY

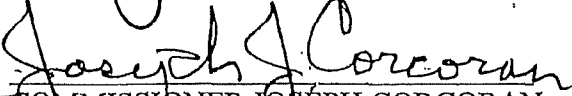


COMMISSIONER RANDY CASTELLANI (SEAL)

Approved as to form and legality



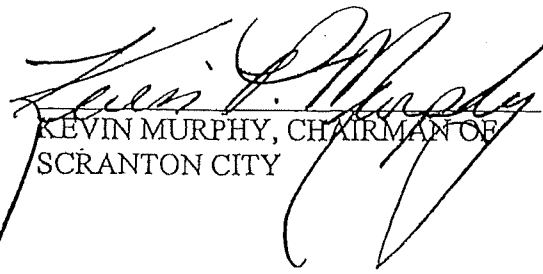
JOSEPH O'BRIEN, COUNTY SOLICITOR



COMMISSIONER JOSEPH CORCORAN

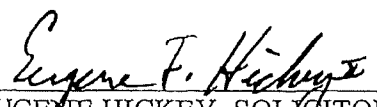


COMMISSIONER ROBERT CORDARO

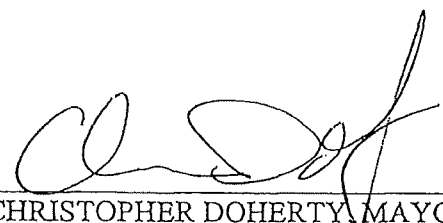


KEVIN MURPHY, CHAIRMAN OF
SCRANTON CITY (SEAL)

Approved as to form and legality



EUGENE HICKEY, SOLICITOR FOR
SCRANTON CITY COUNCIL

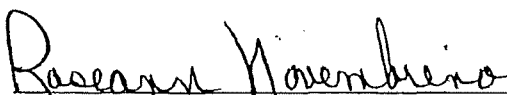


CHRISTOPHER DOHERTY, MAYOR
SCRANTON CITY (SEAL)

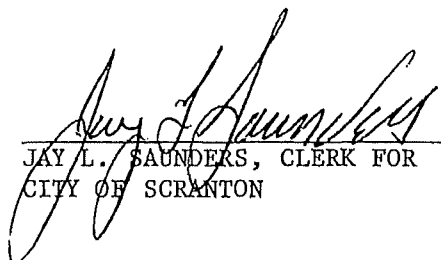
Approved as to form and legality



ROBERT FARRELL, SOLICITOR FOR
CITY OF SCRANTON



ROSEANN NOVEMBRINO, CONTROLLER
FOR CITY OF SCRANTON



JAY L. SAUNDERS, CLERK FOR
CITY OF SCRANTON

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SALVATORE AND ELIZABETH
GALANTE

Complainant

v.

PENNSYLVANIA-AMERICAN
WATER COMPANY

Respondent

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Docket No. C-2023-3042213

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

Salvatore and Elizabeth Galante
4103 Austen Close
Moosic, PA 18507



Michael A. Gruin

DATED: October 5, 2023

EXHIBIT 3

Complainant's Response to New Matter

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Docket No. C-2023 – 3042213

SALVATORE AND ELIZABETH GALANTE


VS


PENNSYLVANIA AMERICAN WATER COMPANY

1. Paragraph 6-Line 12 when providing a service three times higher than other providers you surely are inefficient.
2. Paragraph 6- Line 14 PAWC certainly is aware of my water usage by fact that PAWC provides Lackawanna River Basin Sewer Authority with our bi-monthly water usage.

NEW MATTER

3. Request that Pennsylvania – American Water Company no longer provide Lackawanna River Basin Sewer Authority with water usage associated with 4103 Austen Close Moosic, Pa. 18507 Account number 1024-210042559174.
4. PAWC old rate \$1.0600/ New Rate \$.2.3510 This is over 120% rate increase for the Montage Mountain Sewer District.

 September 13, 2023
Salvatore Galante

 September 13, 2023
Elizabeth Galante

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SALVATORE AND ELIZABETH
GALANTE

Complainant

v.

PENNSYLVANIA-AMERICAN
WATER COMPANY

Respondent

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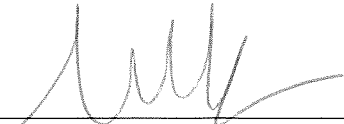
Docket No. C-2023-3042213

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing Motion for Judgment on the Pleadings 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

Salvatore and Elizabeth Galante
4103 Austen Close
Moosic, PA 18507



Michael A. Gruin

DATED: October 19, 2023