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January 16, 2026

VIA PUC E-FILING and UPS NEXT DAY AIR

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

Re: APPLICATION OF THE CITY OF PITSTON, *NUNC PRO TUNC*, PURSUANT TO 66 PA. C.S. § 1102(A), FOR A CERTIFICATE OF PUBLIC CONVENIENCE TO OFFER, FURNISH, RENDER, AND SUPPLY WASTEWATER SERVICE TO THE PUBLIC IN CERTAIN PORTIONS OF THE BOROUGH OF DURYEY, THE BOROUGH OF HUGHESTOWN AND PITSTON TOWNSHIP, ALL IN LUZERNE COUNTY, PENNSYLVANIA

Dear Secretary Homsher:

I represent Applicant, the City of Pittston, in the above-captioned matter, and I attach for filing a verified Application for Certificate of Public Convenience, Nunc Pro Tunc, along with the Direct Written Testimony of David Hines and Donald Totino in Support of the Application. Please be advised that Exhibit F contains confidential material and will be delivered to your office via UPS Next Day Air in accordance with the Commission's guidance.

As evidenced by the enclosed Certificate of Service, all known parties will be served, as indicated.

Finally, kindly update the address associated with my PUC e-filing account as follows:

Dilworth Paxson LLP
1650 Market Street, Suite 1200
Philadelphia, PA 19103

Matthew Homsher, Secretary
January 16, 2026
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Thank you for your prompt attention to this matter.

Sincerely yours,

/s/ Elizabeth Preate Havey

Elizabeth Preate Havey

EPH:vh
Enclosure

cc: Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**IN RE: APPLICATION OF THE CITY
OF PITTSSTON, *NUNC PRO TUNC*,
PURSUANT TO 66 PA. C.S. § 1102(A),
FOR A CERTIFICATE OF PUBLIC
CONVENIENCE TO OFFER,
FURNISH, RENDER, AND SUPPLY
WASTEWATER SERVICE TO THE
PUBLIC IN CERTAIN PORTIONS OF
THE BOROUGH OF DURYEA, THE
BOROUGH OF HUGHESTOWN AND
PITTSSTON TOWNSHIP, ALL IN
LUZERNE COUNTY,
PENNSYLVANIA**

DOCKET A-2026-

**IN RE: FILING OF THE CITY OF
PITTSSTON UNDER SECTION 507 OF
THE PENNSYLVANIA PUBLIC
UTILITY CODE, 66 PA. C.S. § 507,
FOR THE APPROVAL OF CERTAIN
AGREEMENTS**

DOCKET U-2026-_____

**APPLICATION OF CITY OF PITTSSTON FOR AN EXPEDITED
CERTIFICATE OF PUBLIC CONVENIENCE, *NUNC PRO TUNC***

Applicant, City of Pittston (the “Applicant” or the “City”), by and through its counsel, Dilworth Paxson LLP, files this Application for a Certificate of Public Convenience, *Nunc Pro Tunc*, pursuant to 66 Pa. C.S. § 1102(a), seeking approval from the Pennsylvania Public Utility Commission (the “Commission”) for the Applicant to continue to offer, furnish, render, and supply wastewater collection and conveyance service to the public in certain portions of the Boroughs of Duryea and Hughestown and Pittston Township, Luzerne County, Pennsylvania, that connect with the Applicant’s system as specified further below. The Applicant is also seeking the issuance of Certificates of Filing or approvals under Section 507 of the Code, 66 Pa. C.S. § 507, for certain agreements described below.

The City is seeking expedited review because of an imminent financial obligation. The City has reached its statutory debt limit under the Pennsylvania Local Government Unit Debt Act as a result of borrowings undertaken to fund economic development initiatives that have been highly beneficial to the City in addition to improving the quality of life for the residents of the City. The City capitalized interest payments on its existing debt through the beginning of 2027 and faces a significant increase of over \$1 million in annual debt service beginning 2027. Because the City does not have the capacity to issue new debt, it requires the proceeds from the sale to alleviate the financial impact of the increased budget impact to the residents.

In support, the Applicant avers as follows:

1. The name and address of the Applicant is as follows:

City of Pittston
35 Broad Street
Pittston, PA 18640

2. The names and addresses of the Applicant's attorneys are as follows:

- a. Elizabeth Preate Havey, Esquire
Dilworth Paxson, LLP
1650 Market Street, Suite 1200
Philadelphia, PA 19103
215-575-7123 (telephone)
215-754-4603 (fax)
epreatehavey@dilworthlaw.com
- b. Robert Ernst, Esquire
Dilworth Paxson, LLP
1650 Market Street, Suite 1200
Philadelphia, PA 19103
215-575-7252 (telephone)
215-754-4603 (fax)
rernst@dilworthlaw.com

- c. James Rodgers, Esquire
Dilworth Paxson, LLP
1650 Market Street, Suite 1200
Philadelphia, PA 19103
215-575-7143 (telephone)
215-754-4603 (fax)
jrodgers@dilworthlaw.com

3. The Applicant was originally settled in 1770 and incorporated as a city in 1894 and is part of the Wyoming Valley and located on the east side of the Susquehanna River and on the south side of the Lackawanna River. It is approximately midway between Wilkes-Barre and Scranton. It is a city of the Third Class under the Constitution and the laws of the Commonwealth of Pennsylvania and the city's Home Rule Charter with a population of approximately 7,600 residents with a 1.71 square mile total area. Under the Home Rule Charter, the City is governed by a five-member City Council composed of four elected City Council members and the elected Mayor, who, in addition to being the presiding officer of the City Council, holds additional executive authority as prescribed by the Home Rule Charter.

4. The Applicant owns and operates a combined stormwater and sanitary wastewater collection and conveyance system (the "System") that provides stormwater and sanitary wastewater service to approximately 4,142 customers in the City and 650 customers outside the City.

5. The System consists of approximately 116,397 linear feet of sewage collection/conveyance piping, 632 manholes and inlets, zero linear feet of force mains, and no pumping stations. The System also consists of sewer pipes constructed of various materials (plastic, terracotta, metal and concrete) that range in size from 4 inches to 72 inches.

6. Since the System was installed, the Applicant has provided wastewater service within the entirety of its geographical boundaries. In addition, the Applicant currently provides

wastewater service to customers situated in portions of the Borough of Duryea (“Duryea”), population of approximately 5,000, the Borough of Hughestown (“Hughestown”, and together with Duryea, the “Boroughs”), population of approximately 1,300 and Pittston Township (the “Township”) population of approximately 3,100. Both Boroughs and the Township border the City and are located in Luzerne County.

7. The City and Pennsylvania-American Water Company (“PAWC”) negotiated and entered into an Asset Purchase Agreement (the “APA”) dated as of May 30, 2025, pursuant to which the City agreed to convey substantially all of the System to PAWC (the “Proposed Sale”) and PAWC agreed to provide wastewater service in the territory served by the System, provided all necessary approvals are obtained including but not limited to approval by the Commission. The decision to enter into the APA was made after Applicant determined that PAWC is better qualified to own and operate the aging System due to PAWC’s industry-leading expertise in providing wastewater management, its technical expertise in operating and maintaining wastewater systems, and its capacity to finance the needed capital additions. The Applicant found that the sale of the System to PAWC provides a substantial public benefit.

8. In connection with the Proposed Sale, the City worked with its engineer to provide a complete customer list to PAWC and discovered that its provision of service to certain customers outside of the City’s geographic boundaries, in the Boroughs and the Township, required the City to file this *Nunc Pro Tunc* Application for a Certificate of Public Convenience (the “Certificate”).

9. Both Boroughs and the Township border the City and at some point many decades ago, the City allowed portions of Duryea, Hughestown and the Township’s collection systems to connect to the City’s System. The City, the Township and the Boroughs were all incorporated well over 100 years ago. In reviewing all available minutes of the Applicant going back decades,

maps and other available materials, the Applicant is unable to confirm when and why wastewater collection and conveyance services were extended to customers in the Boroughs and the Township.

10. Only 22 customers (21 residential and 1 commercial) from Duryea are receiving the City's wastewater services. The City serves 576 customers (558 residential and 18 commercial) in Hughestown. The City also serves 6 residential dwellings in Pittston Township.

11. The City does not anticipate any new connections in the Applied-For-Territory (as defined below) in the future.

12. All of the wastewater from the extra territorial customers is treated by the Wyoming Valley Sanitary Authority pursuant to a Service Agreement dated September 8, 1965, by and between the City of Pittston and the Wyoming Valley Sanitary Authority (the "WVSA Agreement"), a copy of which is attached and incorporated by reference as **Exhibit A**.

13. To the extent these customers in the Boroughs and the Township have been billed by the City, they have been billed at the same uniform rates as customers located inside the City. One commercial customer in Duryea, none of the commercial customers and 5 of the residential customers in Hughestown until recently have not received bills from the City. After review of all available information, the City is unable to determine why some customers in the Boroughs have not been billed. The City corrected this error beginning in December 2025. These customers were sent the City's last quarterly bill at the same rate the City charges the customers inside the City boundaries. The City has not and will not seek payment for bills that were not sent in the past.

14. A statement of revenues and expenses derived from the extra territorial customers in the Applied-For-Service Area is attached hereto and incorporated by reference as **Exhibit B**.

15. The Applicant has no bulk service agreements in place. The Applicant has tried to enter into negotiations for a bulk services agreement with Hughestown over the last several years, however, Hughestown has been unresponsive until recently after new elected officials were voted

into office. The City has started negotiations with the new Hughestown officials of a bulk services agreement with Hughestown that would replace service directly to the individual customers.

16. The Applicant is in the process of negotiating: (1) the Wastewater Conveyance Agreement by and between the City of Pittston and Hughestown Borough, a *pro forma* version of which is attached hereto and incorporated by reference as **Exhibit C** (the “Hughestown *Pro Forma* Agreement”); and (2) the Wastewater Conveyance Agreement by and between the City of Pittston and Duryea Borough, a *pro forma* version of which is attached hereto and incorporated by reference as **Exhibit D** (the “Duryea *Pro Forma* Agreement”, together with the Hughestown *Pro Forma* Agreement, the “*Pro Forma* Agreements”).

17. The Applicant requests a Certificate for the wastewater service provided to the customers described above in the Boroughs and the Township (collectively, the “Applied-For Service Territory”).

18. A map depicting the Applied-For Service Territory is attached and incorporated by reference as **Exhibit E**.

19. The Applied-For Service Territory includes the customers contained on the list attached and incorporated by reference as **Exhibit F** and marked **Confidential**.

20. The approval of this Application aligns with the DEP-approved WVSA Act 537 Plans. WVSA’s Act 537 Plan documents can be found on their website at <https://www.wvsa-pa.gov/advanced-search?keywords=Act+537>. The Applied-For Service Territory remains unchanged from the area currently served by the City, and the City will continue to operate the System as outlined in the plan. A DEP file review for the City was conducted in the Fall of 2025 and yielded several legacy documents; however, no Act 537 Official Sewage Facilities document was found. A 1973 Sewerage Planning Greater Pittston Community Area document was located and is attached and incorporated by reference as **Exhibit G**.

21. The Applicant's facilities providing wastewater service to the Applied-For Service Territory include one manhole located on North Main and Curry Streets in Duryea, 3 manholes in Hughestown and zero manholes in the Township.

22. The initial rates to be charged to the customers in the Applied-For Service Territory will continue to be the same rates charged to the Applicant's customers located in its geographical boundaries. The City currently bills its customers quarterly at a rate of \$82.50 for 0 to 15,000 gallons; plus \$4.25 for each additional 1,000 gallons per quarter or fraction thereof per quarter over 15,000 gallons.

23. For billing purposes, the City determines the gallons of wastewater per customer based on the water usage per customer obtained from PAWC, which provides water to the City's customers.

24. The City will file the attached *pro forma* tariff which includes its current rates described above as its initial base rates for the Applied-For Service Territory. The *pro forma* tariff is attached and incorporated by reference as **Exhibit H**.

25. PAWC will, pursuant to the requirements of 66 Pa. C.S. § 1329, request approval to establish initial base rates for wastewater service to Applicant's existing customers at closing of the Proposed Sale (the "Closing") consistent with the rates set forth in paragraph 22 hereof.

26. The legal standard for the issuance of the Certificate is that the Certificate is necessary or proper for the service, accommodation, convenience, or safety of the public. 66 Pa. C.S. § 1103(a). The Certificate for the Applied-For Territory will bring the Applicant into compliance with the Commission's interpretation of the requirements of the Pennsylvania Public Utility Code (the "Code"). Compliance will serve as an example to other municipalities that may find themselves in a similar situation to that of the Applicant. Moreover, customers in the Applied-For Service Territory will benefit from the protection of the Code and Commission

oversight. These customers will not experience any type of interruption of service. Continued service in the Applied-For Service Territory by the Applicant is appropriate from a technical and cost perspective because the Applicant has the technical wherewithal to continue to service the Applied-For Service Territory and can do so cost effectively given the proximity of the Applicant's sewer lines. Disapproval of this Application will require Pittston to cease providing service to these extra territorial customers, leaving approximately 600 residences and businesses without wastewater collection and conveyance service. That result would not be in the public interest.

27. The Applicant has provided wastewater service for well over 100 years. It has the requisite technical fitness to continue to provide wastewater service to the Applied-For-Territory. However, given the need for capital improvements, environmental requirements and a lack of expertise and customer service, the Applicant has determined the need to pursue the sale of the System to PAWC.

28. The Applicant is currently financially fit to continue to provide wastewater service in the Applied-For Service Territory, with approximately \$185,285 in available funds in the Sewer Maintenance Fund dedicated to its wastewater service for the City's System; however, the financial viability in the future is uncertain and necessitates a sale of the System to PAWC.

29. To the best of the Applicant's knowledge, no corporation, partnership, or individual is furnishing or has corporate or franchise rights to furnish similar service rendered by the Applicant in the Applied-For Service Territory, and no competitive condition will be created.

30. The Applicant will continue to provide wastewater service to the Applied-For Service Territory if the Commission approves this application. Upon Closing of the Proposed Sale, Applicant would seek to abandon service in the Applied-For Service Territory.

31. The Applicant will supplement this Application with any additional information the Commission may request.

32. The Applicant requests that the Commission issue a Certificate, *nunc pro tunc*, pursuant to Section 1102(a)(1)(i) of the Code, 66 Pa. C.S. § 1102(a)(1)(i), authorizing the Applicant to furnish collection and conveyance wastewater service in the Applied-For Service Territory.

33. The Applicant further requests the issuance of Certificates of Filing or approvals under Section 507 of the Code, 66 Pa. C.S. § 507 for the *Pro Forma* Agreements and the WVSA Agreement.

WHEREFORE, the City of Pittston respectfully requests that the Pennsylvania Public Utility Commission expeditiously approve this Application and grant a Certificate of Public Convenience, *nunc pro tunc*, permitting the Applicant to continue to provide wastewater service in the Applied-For Service Territory and to approve the issuance of Certificates of Filing or approvals under § 507 for the *Pro Forma* Agreements and the WVSA Agreement.

Respectfully Submitted,

/s/ Elizabeth Preate Havey

Elizabeth Preate Havey, Esq. (PA ID 80793)

DILWORTH PAXSON LLP

1650 Market Street, Suite 1200

Philadelphia, PA 19103

(215) 575-7123

Counsel for the Applicant,

City of Pittston

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**IN RE: APPLICATION OF THE CITY
OF PITTSTON, *NUNC PRO TUNC*,
PURSUANT TO 66 PA. C.S. § 1102(A),
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DOCKET U-2026-_____

VERIFICATION

I, Michael Lombardo, Mayor of the City of Pittston, Pennsylvania, hereby state that the facts set forth 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 made herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Dated: _____

1/16/26



Michael Lombardo

Exhibit A

SERVICE AGREEMENT dated as of the 8th. day of September , 1965 , between WYOMING VALLEY SANITARY AUTHORITY, a Pennsylvania Municipality Authority, organized and existing under the Pennsylvania Municipality Authorities Act, as amended (the "Authority") and the CITY OF PITTSBURGH , a political subdivision of the Commonwealth of Pennsylvania (the "Municipality").

RECITALS:

A. The Sanitary Water Board of the Department of Health of the Commonwealth of Pennsylvania has heretofore ordered certain municipalities located in Wyoming Valley, Luzerne County, Pennsylvania, to discontinue the discharge of untreated sewage into waters of the Commonwealth and to submit plans and specifications for construction of the necessary facilities for the treatment of such sewage.

B. In compliance with the Sanitary Water Board order and in furtherance of a program to improve the Susquehanna River and tributary streams and to promote the health, recreational, business and commercial interests in the area, fourteen municipalities in Wyoming Valley, Luzerne County, Pennsylvania, including those under order by the Sanitary Water Board, organized the

Authority for the financing, construction and/or provision for the treatment and disposal of sewage, including works for treating and disposing of industrial wastes (hereinafter referred to as the "Project").

C. The Authority obtained a Feasibility Study from Albright & Friel Inc., Consulting Engineers, Philadelphia, Pennsylvania, dated April, 1963 which shows that the cost of treating sewage by means of the joint project will be less for residents of all municipalities to be served by the Authority than the cost of such treatment if individual municipalities each undertook a separate program.

D. The Authority, with the aid of planning advances from the Housing and Home Finance Agency of the United States Government, has caused the above-mentioned Engineers to prepare preliminary plans and studies and a preliminary report, including a special financial report on the Project (the "Special Financial Report"), a copy of which is attached to this Agreement and marked Exhibit "A".

E. The Special Financial Report, in addition, contains an estimate of the annual cost of treatment per dwelling unit within the service area which the Authority proposes to charge as the initial rates for the various classifications of users throughout the service area.

F. The Authority's advisors have recommended, and the Board of the Authority believes, that the interest cost for the Project will be substantially reduced if each municipality in the service area agrees to the terms of the Service Agreement hereinafter set forth.

NOW, THEREFORE, in consideration of the payment of One (\$1.00) Dollar to the Authority, receipt of which is hereby acknowledged, the agreement of other municipalities and the Authority to the terms hereinafter set forth, and the mutual obligations of the parties hereto, and intending to be legally bound hereby, the parties hereto agree as follows:

PART I

TREATMENT OF SEWAGE AND OPERATION OF FACILITIES

1. Authority to Treat Sewage. The Authority will proceed to construct a sewage treatment plant and connecting interceptors and force mains in accordance with the final plans and specifications of its Engineers and in compliance with the requirements of all governmental agencies having jurisdiction over the treatment and disposal of sewage. Upon completion of the facilities, the Authority will receive and treat sewage discharged from the Municipality's collection system which the Authority will connect to its facilities at such time as the progress of construction of the Authority's facilities permits, provided that such

sewage:

- a. originates in the Municipality; and
- b. otherwise conforms with the rules and regulations promulgated from time to time by the Authority in its sole discretion concerning the type of sewage and industrial wastes acceptable for treatment at the plant.

The Authority, during the term of this Agreement, will continuously operate its facilities in good repair, and will comply with all orders of any governmental body applicable to the operation, maintenance, and repair of its facilities.

2. Municipality Not to Use Other Treatment Facilities.

So long as this Agreement is in effect, Municipality will not use any other treatment facilities for sewage collected within the Municipality; provided, however, that any portion thereof which is outside the geographical drainage area of the Authority's facilities may be served by the Municipality or any other system. The Municipality will not compete with the Authority's facilities or permit any other agency to do so.

The Municipality will enact and enforce a mandatory connection ordinance requiring dwelling units to connect to its collection system within the drainage area served by the Authority.

PART II

SERVICE CHARGES AND PROVISION FOR PAYMENT THEREOF

1. Municipality Payments for Sewage Treatment. The Municipality will pay to Authority for its services in treating the sewage discharged from its collection system an annual amount for each user connected to its collection system. Such annual amount shall be established by the Authority in its sole discretion in an amount at least sufficient so that all collections in the aggregate shall provide for:

- a. operating and administrative expenses of the Authority;
- b. debt service on the Authority's bonds issued to pay for the Authority's facilities (the "Bonds"); and
- c. other payments required under the Authority's Indenture, including the establishment of such reserves as are customary in sewer financing in Pennsylvania.

Upon the retirement of the Authority's Bonds, such charges shall be sufficient to provide only the operating and administrative expenses of the Authority.

2. Initial Charges--Changes. The Authority will impose as its initial service charges the charges set forth in the Special Financial Report delivered to the Municipality herewith and Municipality agrees to said charges. The Municipality further agrees to such changes and alterations as the Authority shall determine in order to provide funds to pay the costs determined as set forth in Section 1 above.

The Authority may on 60 days' notice in writing to

Municipality establish a revised schedule of service charges, and such new schedule of service charges shall go into effect at the time stated in the notice unless suspended by a judicial order or decree.

3. Covenant Against Free Service--Other Standards of Service. The Municipality will offer no free service to any user of the system within the Municipality.

Any commercial or industrial user within the Municipality whose water use is not a fair measurement of sewer charges shall for the purpose of determining its service charge be entitled to the installation of a measuring device approved by Authority to exclude any water which is received by such establishment and diverted from the Authority's sewer system.

If the nature of the sewage or industrial waste received from any industrial or commercial establishment imposes a burden on the Authority's facilities in excess of ordinary sewage, the Authority may require pretreatment of said sewage or impose an additional service charge upon the user in accordance with the advice of its Engineers.

4. Municipality Cooperation with Authority. The Municipality will cooperate with the Authority to assure that proper service charges are paid to the Authority with respect to each user benefiting from the Authority's facilities, and to that

end agrees:

a. that it will refuse to transport through any portion of its system which is connected to the Authority's facilities any sewage which emanates from users outside Municipality, if the outside users or the municipality in which they are located are not parties to an agreement with the Authority;

b. that Municipality will take such steps as Authority may recommend to prohibit excessive infiltration;

c. that it will permit the Authority's agents and Engineers to inspect the collection system of the Municipality at all reasonable times.

5. Municipality's Financial Responsibilities. The Municipality shall annually make provision in its budget to meet its obligations to the Authority under this Agreement, and the Authority will supply estimates and other information to facilitate such budget preparation.

The Authority will bill the record title owner with respect to each user within the Municipality, quarterly, at rates sufficient to produce 102% of Municipality payments provided for in Part II, Section 1 hereof. Upon completion of said billing, the Authority shall furnish to Municipality a list of the billings, the amount payable by each owner, and the aggregate amount payable on the basis of the effective service charges; and 45 days thereafter the Authority shall notify the Municipality of collections made within the 30-day period following the billing, showing current and overdue payments. The Municipality, within 15 days of

the receipt of the notification of collections from the Authority, will pay over to the Authority the Municipality payments provided for in Part II, Section 1 hereof, after taking credit for collections made by Authority on its behalf. If the Authority collections fail to defray the total payment due from the Municipality, the Municipality will include the amount of the deficit in its budget for the next succeeding year and will, by borrowing in anticipation of taxes or other means, pay the balance due to the Authority. If the Authority collections exceed the amount payable, the excess will be deposited by the Authority to the credit of the Municipality in a Service Charge Reserve Account and may be invested in direct obligations of the United States of America or deposited in time accounts secured as provided by law, the income to be credited to the Municipality's account. The Authority may accumulate in the Service Charge Reserve Account a minimum balance equal to the next two quarterly payments to become due from the Municipality (as estimated by the Authority). The Municipality may elect to accumulate and maintain an additional amount not exceeding two such quarterly payments. The Service Charge Reserve shall be used to make up any deficiencies in quarterly payments due from the Municipality. After the minimum balance (plus the additional balance if the Municipality elects to accumulate the same as aforesaid) has been accumulated in the Reserve, the excess

will be turned over by the Authority to the Municipality.

PART III

MISCELLANEOUS

1. Capital Additions. If at any time the Authority determines that its facilities require enlargements or repairs in the nature of Capital Additions, the Authority will notify the Municipality and such Capital Additions shall be undertaken by the Authority.

2. Engineers--Reports. The term "Engineers" shall mean Albright & Friel Inc., Philadelphia, Pennsylvania, or any successor engineer having equal competency with regard to water pollution control matters.

Authority will cause the Engineers to provide Municipality, 60 days before the first date provided by law for adoption of Municipality's budget, with a report setting forth:

a. such information as may be required to permit the Municipality to carry out its obligations under this Agreement;

b. a determination whether the Authority's facilities are being properly maintained;

c. any Capital Additions which may be required in the coming year and a report on the operations of the Authority for the preceding year and recommendations for the forthcoming year, including insurance policies and amounts of insurance to be carried and recommendations concerning service charges.

3. Independent Public Accountant--Annual Report.

The Authority will employ an independent public accountant who shall annually, as of December 31 in each year, make an audit and report to the Authority and the Municipality, including the opinion of the accountant as to whether the Authority is in compliance with the requirements of its Trust Indenture and the sufficiency of rates and charges then in force.

4. Term of Agreement. The term of this Agreement shall be measured by the term of the existence of the Authority as permitted by the Municipality Authorities Act, as heretofore or as hereafter amended.

WITNESS the duly authorized execution by the parties hereto the day and year first above mentioned.

WYOMING VALLEY SANITARY AUTHORITY

By: Reuben St. John

Attest:

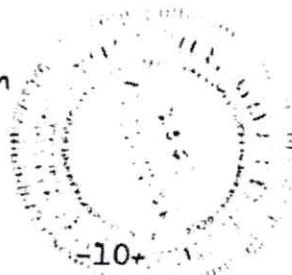
James J. Law

CITY OF PITTSTON

By: Robert A. Keph
Mayor

Attest:

Anthony J. ...
City Clerk



SUPPLEMENTAL SERVICE AGREEMENT dated as of the 1st day of December, 1965, between WYOMING VALLEY SANITARY AUTHORITY, a Pennsylvania Municipality Authority, organized and existing under the Pennsylvania Municipality Authorities Act, as amended (the "Authority") the City of Pittston, a political subdivision of the Commonwealth of Pennsylvania (the "Municipality").

RECITALS

WHEREAS, the parties have heretofore entered into a Service Agreement dated as of August 1, 1965, (the "Original Agreement") under which the Authority has undertaken to provide sewerage interception, transmission and treatment services; and

WHEREAS, the parties desire to make certain additions to and clarifying changes in the Original Agreement;

NOW, THEREFORE, the parties hereto agree as follows, intending to be legally bound:

I

ADDITIONAL PROVISIONS

The following provisions shall be added, as Part IV, to the Original Agreement:

1. The Municipality hereby authorizes the Authority to take all action necessary or appropriate (and ratifies and affirms all action heretofore taken) to apply for, accept and receive (and to do all other things incidental thereto), on behalf of the Municipality, grants-in-aid of the construction of the facilities to be constructed by the Authority, and referred to in Part II, Section 1 of the Original Agreement, from the United States of America under the Water Pollution Control Act (33 U.S.C. §466e), as amended and/or other programs for federal assistance in sewerage facilities construction. All grants so received shall be applied to reduce the costs of construction of said facilities which would otherwise have to be financed by the Authority, with a consequent reduction in annual service charges payable by the municipalities participating in the Project. The Municipality agrees that (taking into account all the provisions of this Agreement), the result of such procedure will be to give each municipality fair credit for any grant received on its behalf.

2. The Municipality will take all practical steps to prevent storm water from flowing into the Authority's interceptor sewers and treatment facilities, will not permit any sanitary sewers hereafter constructed by it to be used as storm sewers, and will require all building roof drainage systems to be disconnected from plumbing facilities draining into its existing collection system.

II

AMENDMENT OF ORIGINAL AGREEMENT

1. Part II, Section 5 of the Original Agreement is hereby amended to read in full as follows:

5. Municipality's Financial Responsibilities. The Municipality is obligated to levy and impose charges (herein called "service charges") for the use of its sewage collection system in amounts sufficient to discharge its obligations to the Authority under Part II, Section 1 and under this Section. The minimum level of the Municipality's service charges (which may be different for different classes of users), shall be sufficient to produce total actual collections, on an annual basis, equal to 102% of the Municipality's obligations to the Authority under Part II, Section 1 until the required minimum in its Service Charge Reserve Account (as hereinafter provided) has been accumulated (and during any period after a withdrawal therefrom until the same has been restored) and thereafter equal to 100% thereof. The Municipality may impose higher charges at its discretion.

The Authority will adopt, prior to the connection of the Municipality's collection system to the facilities to be constructed by the Authority, and thereafter from time to time revise to the extent necessary, a schedule of service charges calculated to produce collections equal to 102% of the Municipality's obligations under Part II, Section 1.

Upon such initial adoption, and upon each such subsequent revision, such schedule shall become the effective schedule of service charges imposed by the Municipality (and the Municipality will adopt such ordinances or resolutions as the Authority may request as necessary to impose such charges upon users of the Municipality's collection system), but the Municipality reserves the right to alter the charges set forth in any such initial or revised schedule by increasing or decreasing the rate applicable to any or all classes of users, provided only that the charges as so altered shall at all times be sufficient to comply with the covenants of the Municipality contained in the immediately preceding paragraph of this Section.

The Municipality hereby appoints the Authority as its agent for the purpose of billing and collecting the service charges imposed upon the users of the Municipality's collection system and authorizes the Authority to issue bills based upon the schedule of service charges to be initially adopted by the Authority or upon any revision thereof until such time as the Municipality requests the Authority to use an altered schedule for billing. The Authority will bill the record title owner with respect to each user within the Municipality on a quarterly basis. Upon completion of each quarterly billing, the Authority shall furnish to the Municipality a list of the billings, the amount payable by each owner, and the aggregate amount payable on the basis of the effective service charges and 45 days thereafter

the Authority shall notify the Municipality of collections made within the 30-day period following the billing, showing current and overdue payments. If the Authority collections are less than the Municipality payments provided for in Part II, Section 1, the Municipality shall forthwith make up the deficit out of any funds legally available for the purpose and, if the available funds are insufficient, shall make payment of the deficit out of the first funds becoming legally available thereafter and shall include the unpaid balance of the deficit in its budget for succeeding years until such deficit is paid in full.

If the Authority collections exceed the amount payable under Part II, Section 1, the excess will be deposited by the Authority to the credit of the Municipality in a Service Charge Reserve Account and may be invested in direct obligations of the United States of America or deposited in time accounts secured as provided by law, the income to be credited to the Municipality's account. The Authority shall accumulate in the Service Charge Reserve Account a minimum balance equal to the next two quarterly payments to become due from the Municipality (as estimated by the Authority). The Municipality may elect to accumulate and maintain an additional amount not exceeding two such quarterly payments. The Service Charge Reserve shall be used to make up any deficiencies in quarterly payments due from the Municipality. After the minimum balance (plus the additional balance if the Municipality elects to accumulate the same as aforesaid) has

been accumulated in the Reserve, the excess will be turned over by the Authority to the Municipality.

The Municipality hereby authorizes the Authority, in the name of the Authority or in the name of the Municipality as the Authority deems appropriate, to take all steps necessary or convenient to collect the sewerage user charges above mentioned, by actions in assumpsit, distress or by the filing and enforcement of municipal lien claims or otherwise as may be permitted by law.

WITNESS the duly authorized execution by the parties hereto the day and year first above mentioned.

WYOMING VALLEY SANITARY AUTHORITY

By: *Robert H. [unclear]*

Attest:

[Signature]

By: *John A. [unclear]*
Mayor

Attest:

Anthony J. [unclear]
City Clerk

Exhibit B

REVENUE	Total	City	Extraterritorial	
Sewer Maint Fee	\$1,550,000	\$1,352,840	\$197,160	
Interest	\$7,000	\$6,109	\$891	
WVSA Reimb	\$35,000	\$35,000	\$0	
Use of Fund Balance	\$8,000	\$8,000	\$0	
Total	\$1,600,000	\$1,401,949	\$198,051	
EXPENDITURES				
Administration	\$131,000	\$114,337	\$16,663	
Debt Service	\$528,000	\$460,838	\$67,162	
Operating Costs	\$941,000	\$821,305	\$119,695	
Total	\$1,600,000	\$1,396,480	\$203,520	

Proportionally Allocated 604/4746 Where Applicable

12.72% Extraterritorial

87.28% City

Exhibit C

**WASTEWATER CONVEYANCE AGREEMENT BETWEEN THE CITY OF PITTSTON AND
HUGHESTOWN BOROUGH**

THIS AGREEMENT is entered into this ____ day of January , 2026, by and between the City of Pittston, a body corporate and politic located in Luzerne County, Pennsylvania and classified as a City of the Third Class under the Constitution and the laws of the Commonwealth of Pennsylvania and the City’s Home Rule Charter (“Pittston”) and Hughestown Borough, a body corporate and politic located in Luzerne County, Pennsylvania and classified as a Borough of the Fourth Class under the Constitution and the laws of the Commonwealth of Pennsylvania (“Hughestown”). Pittston and Hughestown are each referred to as a “Party” and collectively as the “Parties.”

WITNESSETH

WHEREAS, Pittston, acting by and through the Mayor and City Council of the City owns and operates a combined stormwater and sanitary wastewater collection and conveyance system (the “Pittston System”) that provides stormwater and sanitary wastewater service to various customers; and

WHEREAS, Hughestown provides wastewater collection service to residential and commercial users within Hughestown, connecting its collection system (the “Hughestown System”) to Pittston’s System so that wastewater and commercial wastes discharged by said users may be conveyed through the Hughestown System to the Pittston System to be received by Wyoming Valley Sanitary Authority for treatment and processing; and

WHEREAS, Pittston and Hughestown desire to set forth the terms and conditions herein governing wastewater transportation through the Hughestown System to the Pittston System.

NOW THEREFORE, in consideration of these mutual understandings and the mutual covenants and agreements hereinafter set forth, and intending to be legally bound hereby consideration of the premises, the Parties hereto agree as follows:

ARTICLE I—DEFINITIONS

In addition to those terms defined elsewhere in this Agreement, the following terms shall have the meanings ascribed to them as set forth below:

"Agreement" shall mean this Wastewater Transportation Agreement.

"Domestic Waste" shall mean the customary wastes from residential dwellings which include kitchens, water closets, lavatories and laundries, but excluding

industrial waste, hazardous waste and waste determined to be qualitatively inimical to the safe and efficient operation of a sewage treatment plant or wastewater conveyance facilities.

"Wastewater" shall mean all water-carried domestic waste from residences, offices, hotels, stores, restaurants, commercial, and similar users within Hughestown.

"Transportation" shall mean the conveyance of Wastewater from Pittston customers located in Hughestown in and through the Hughestown System to the Points of Connection.

"Uncontrollable Circumstance" means any act, event, condition or circumstance beyond the reasonable control of a Party which prevents, delays or otherwise adversely affects the ability of that party to perform under this Agreement or adversely affects the associated cost incurred by that party to perform any obligation under this Agreement (except payment obligations). Such acts, events, conditions or circumstances include, but are not limited to, change of law, strikes, lockouts, or other labor disturbances, earthquake, flood, hurricanes, or other natural disaster, acts of God, war, terrorism, civil insurrection, catastrophic equipment failure, electricity or other utility interruption or unavailability, failure or interference with normal sources of supply of equipment and materials necessary to provide water in accordance with the terms of this Agreement, accident, any failure or delay in obtaining any governmental approval or permit beyond a Party's reasonable control, any failure, delay or interference by a party (other than a Party to this Agreement), issuance of a temporary restraining order or other form of injunction that prohibits prosecution of a material portion of the Party's obligation under this Agreement, acts of third parties or other circumstances beyond a Party's reasonable control.

ARTICLE II- STATEMENT OF INTENT

The Parties agree that it is the intent of this Agreement to provide for the conveyance of Wastewater from Pittston customers located in Hughestown in and through the Hughestown System to the Points of Interconnection as shown on the attached map.

ARTICLE III—TERMS OF AGREEMENT

Section 1. This Agreement shall come into effect immediately upon its execution by the Parties hereto and shall continue indefinitely unless it is terminated with the written approval of both Parties.

Section 2. In exchange for Pittston's continued provision of Wastewater conveyance service to certain Hughestown residents, Hughestown specifically grants to Pittston the right

to convey Wastewater from such Pittston customers located in Hughestown in and through the Hughestown System to the Points of Interconnection at no cost to Pittston.

Section 3. If a Party, at any future time, shall transfer title to its system to any municipality or authority organized and existing under the Pennsylvania Municipality Authorities Act, or to any private, non-municipal entity, by deed or otherwise, such Party shall assign all its rights and interests in and under this Agreement to its assignee and the assignee shall be subject to all obligations and entitled to receive all the rights and benefits of this Agreement. The Agreement shall be binding upon and inure to the benefit of the successors and assigns of any party to this Agreement. Consent of the other Party shall not be required for the assignment.

Section 4. Hughestown agrees that Pittston or its duly authorized representatives shall have the right, at all times, to inspect the Hughestown System and to, as otherwise legally permitted, compel the discontinuation of any connection which it finds to be in violation of this Agreement or any other applicable law or regulation.

Section 5. The Parties agree to comply with all applicable present and future Pennsylvania or federal laws, as well as any rules, regulations, permits, orders and requirements lawfully made by any governmental body having jurisdiction¹ and all applicable grant agreements, unless the same are being contested in good faith by appropriate proceedings.

ARTICLE IV—MAINTENANCE, SAVE HARMLESS AGREEMENT, INSURANCE

Section 1. The Parties agree, in regard to their respective collection systems, to operate continuously and keep and maintain the same at all times in first-class repair and order, and in good and efficient operating condition, and to meet the standards prescribed by the Pennsylvania Department of Environmental Protection or of any other governmental authority having jurisdiction thereof.

Section 2. Hughestown agrees to indemnify to the fullest extent permitted by law and save harmless Pittston against all losses, costs or damages on account of any injury to persons or property occurring in the performance of this Agreement because of the negligence of Hughestown, its servants, agents or employees, or resulting from the failure of the Hughestown System and lines connecting thereto to function properly because of such

¹ Pittston is in the process of securing any necessary PA Public Utility Commission authorization for the wastewater conveyance service provided to customers in Hughestown.

negligence. Nothing herein shall be construed to waive governmental immunity or limitation of liability otherwise provided by law.

Section 3. Pittston agrees to indemnify to the fullest extent permitted by law and save harmless Hughestown against all losses, costs or damages on account of any injury to persons or property occurring in the performance of this Agreement because of the negligence of Pittston, its servants, agents or employees, or resulting from the failure of the Pittston System and lines connecting thereto to function properly because of such negligence. Nothing herein shall be construed to waive governmental immunity or limitation of liability otherwise provided by law.

Section 4. The Parties shall insure or cause to be insured their respective facilities by a responsible company or companies authorized and qualified to do business under the laws of the Commonwealth of Pennsylvania against loss or damage by fire and against such other risks in such amounts as customarily are carried upon, or with respect to, like property in Pennsylvania. Immediately after any loss or damage to either Parties' facilities or any part thereof, the affected party will commence and duly prosecute the repair, replacement or reconstruction of the damaged or destroyed part of its facilities, all according to the provisions as previously defined. Both Parties will also maintain liability insurance against any loss or injury to third persons or property of third persons as a result of fire, explosion, and other risk and casualty occurring to their respective facilities.

Section 5. Neither Party shall be liable for losses or damages suffered by the other Party arising from or related to the fault, failure or inability to perform under this Agreement, in whole or in part, due to events which do not involve the gross negligence of the Party responsible for such fault, failure or inability to perform or due to an Uncontrollable Circumstance.

ARTICLE V—CHARGES AND PAYMENTS

Section 1. The Parties acknowledge that Pittston directly charges Pittston's individual customers within Hughestown's municipal boundaries for the wastewater flows that are transported in and through the Hughestown System to the Points of Interconnection. In accordance with Article II, Section 3 above, Hughestown shall not charge Pittston for the prior or prospective use of the Hughestown System to provide service to residents of Hughestown.

ARTICLE VI—MISCELLANEOUS

Section 1. The failure of any Party hereto to insist upon strict performance of this Agreement or any of the terms or conditions thereof shall not be construed as a waiver of any of its rights hereunder.

Section 2. This writing constitutes the entire Agreement between the Parties, and there are no other representations or agreements, verbal or written, other than those contained herein.

Section 3. All notices, demands, requests, and approvals which may be or are required to be given by any Party hereto to the other Party shall be in writing (unless otherwise specified in this Agreement) and shall be deemed given and received: (i) on the day of delivery when hand-delivered and receipted therefor; (ii) when delivered by national overnight delivery service with evidence of receipt; or (iii) three (3) days after deposit in the U.S. Mail by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Pittston:

City of Pittston
35 Broad Street
Pittston, PA 18640
Attention: Mayor

With a copy to:

Attention: City Solicitor

If to Hughestown:

NAME: _____

ADDRESS: _____

Any Party may change its address for the purpose of this Section by giving written notice of such change to the other Parties.

Section 4. This Agreement (including the appendix hereto) supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof and contains the sole and entire Agreement between the Parties with respect to the subject matter hereof. No change, alteration, amendment, modification, or waiver of any of the terms or provisions hereof shall be effective unless the same be in writing and signed by the Parties.

Section 5. The Parties recognize and expressly agree that the Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Section 6. It is not the purpose or the intention of this Agreement to create, and this Agreement shall not be construed as creating, a joint venture, partnership or other relationship whereby any Party hereto shall be liable for the omissions, commissions or performance of the other Parties hereto. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third person to any Party. This Agreement does not create any duty, liability, or standard of care to any person not a Party.

Section 7. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement and any amendments hereto, to the extent executed and delivered by means of a facsimile machine, electronic document signing system, or e-mail of a PDF file containing a copy of an executed version of this Agreement (or a signature page thereto) shall be treated in all respects and for all purposes as an original agreement or instrument and shall have the same binding legal effect as if it were the original signed version thereof.

IN WITNESS WHEREOF, Pittston and Hughestown have caused this Agreement to be executed by their respective duly authorized officers under their respective seals, as of the day and year first above written.

WITNESS the following signatures and seals:

CITY OF PITTSTON, a body corporate and politic

By: _____

Name: _____

Title: President

STATE OF _____

COUNTY OF _____, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, whose name as _____ of **City of Pittston**, a body corporate and politic, is signed to the foregoing Agreement, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this ____ day of _____, 2026.

My commission expires:

Notary Public

My Registration No. is: _____

Printed Name: _____

WITNESS the following signatures and seals:

BOROUGH OF HUGHESTOWN,

a body corporate and politic

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, whose name as _____ of Borough of Hughestown, a body corporate and politic, is signed to the foregoing Agreement, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this ____ day of _____, 2026.

My commission expires:

Notary Public

My Registration No. is: _____

Printed Name: _____

Exhibit D

WASTEWATER CONVEYANCE AGREEMENT BETWEEN THE CITY OF PITTSTON AND DURYEA BOROUGH

THIS AGREEMENT is entered into this ____ day of January , 2026, by and between the City of Pittston, a body corporate and politic located in Luzerne County, Pennsylvania and classified as a City of the Third Class under the Constitution and the laws of the Commonwealth of Pennsylvania and the City's Home Rule Charter ("Pittston") and Duryea Borough, a body corporate and politic located in Luzerne County, Pennsylvania and classified as a Borough of the Fourth Class under the Constitution and the laws of the Commonwealth of Pennsylvania ("Duryea"). Pittston and Duryea are each referred to as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, Pittston, acting by and through the Mayor and City Council of the City owns and operates a combined stormwater and sanitary wastewater collection and conveyance system (the "Pittston System") that provides stormwater and sanitary wastewater service to various customers; and

WHEREAS, Duryea provides wastewater collection service to residential and commercial users within Duryea, connecting its collection system (the "Duryea System") to Pittston's System so that wastewater and commercial wastes discharged by said users may be conveyed through the Duryea System to the Pittston System to be received by Wyoming Valley Sanitary Authority for treatment and processing; and

WHEREAS, Pittston and Duryea desire to set forth the terms and conditions herein governing wastewater transportation through the Duryea System to the Pittston System.

NOW THEREFORE, in consideration of these mutual understandings and the mutual covenants and agreements hereinafter set forth, and intending to be legally bound hereby consideration of the premises, the Parties hereto agree as follows:

ARTICLE I—DEFINITIONS

In addition to those terms defined elsewhere in this Agreement, the following terms shall have the meanings ascribed to them as set forth below:

"Agreement" shall mean this Wastewater Transportation Agreement.

"Domestic Waste" shall mean the customary wastes from residential dwellings which include kitchens, water closets, lavatories and laundries, but excluding industrial waste, hazardous waste and waste determined to be qualitatively inimical to the

safe and efficient operation of a sewage treatment plant or wastewater conveyance facilities.

"Wastewater" shall mean all water-carried domestic waste from residences, offices, hotels, stores, restaurants, commercial, and similar users within Duryea.

"Transportation" shall mean the conveyance of Wastewater from Pittston customers located in Duryea in and through the Duryea System to the Points of Connection.

"Uncontrollable Circumstance" means any act, event, condition or circumstance beyond the reasonable control of a Party which prevents, delays or otherwise adversely affects the ability of that party to perform under this Agreement or adversely affects the associated cost incurred by that party to perform any obligation under this Agreement (except payment obligations). Such acts, events, conditions or circumstances include, but are not limited to, change of law, strikes, lockouts, or other labor disturbances, earthquake, flood, hurricanes, or other natural disaster, acts of God, war, terrorism, civil insurrection, catastrophic equipment failure, electricity or other utility interruption or unavailability, failure or interference with normal sources of supply of equipment and materials necessary to provide water in accordance with the terms of this Agreement, accident, any failure or delay in obtaining any governmental approval or permit beyond a Party's reasonable control, any failure, delay or interference by a party (other than a Party to this Agreement), issuance of a temporary restraining order or other form of injunction that prohibits prosecution of a material portion of the Party's obligation under this Agreement, acts of third parties or other circumstances beyond a Party's reasonable control.

ARTICLE II- STATEMENT OF INTENT

The Parties agree that it is the intent of this Agreement to provide for the conveyance of Wastewater from Pittston customers located in Duryea in and through the Duryea System to the Points of Interconnection as shown on the attached map.

ARTICLE III—TERMS OF AGREEMENT

Section 1. This Agreement shall come into effect immediately upon its execution by the Parties hereto and shall continue indefinitely unless it is terminated with the written approval of both Parties.

Section 2. In exchange for Pittston's continued provision of Wastewater conveyance service to certain Duryea residents, Duryea specifically grants to Pittston the right to convey Wastewater from such Pittston customers located in Duryea in and through the Duryea System to the Points of Interconnection at no cost to Pittston.

Section 3. If a Party, at any future time, shall transfer title to its system to any municipality or authority organized and existing under the Pennsylvania Municipality Authorities Act, or to any private, non-municipal entity, by deed or otherwise, such Party shall assign all its rights and interests in and under this Agreement to its assignee and the assignee shall be subject to all obligations and entitled to receive all the rights and benefits of this Agreement. The Agreement shall be binding upon and inure to the benefit of the successors and assigns of any party to this Agreement. Consent of the other Party shall not be required for the assignment.

Section 4. Duryea agrees that Pittston or its duly authorized representatives shall have the right, at all times, to inspect the Duryea System and to, as otherwise legally permitted, compel the discontinuation of any connection which it finds to be in violation of this Agreement or any other applicable law or regulation.

Section 5. The Parties agree to comply with all applicable present and future Pennsylvania or federal laws, as well as any rules, regulations, permits, orders and requirements lawfully made by any governmental body having jurisdiction¹ and all applicable grant agreements, unless the same are being contested in good faith by appropriate proceedings.

ARTICLE IV—MAINTENANCE, SAVE HARMLESS AGREEMENT, INSURANCE

Section 1. The Parties agree, in regard to their respective collection systems, to operate continuously and keep and maintain the same at all times in first-class repair and order, and in good and efficient operating condition, and to meet the standards prescribed by the Pennsylvania Department of Environmental Protection or of any other governmental authority having jurisdiction thereof.

Section 2. Duryea agrees to indemnify to the fullest extent permitted by law and save harmless Pittston against all losses, costs or damages on account of any injury to persons or property occurring in the performance of this Agreement because of the negligence of Duryea, its servants, agents or employees, or resulting from the failure of the Duryea System and lines connecting thereto to function properly because of such negligence. Nothing herein shall be construed to waive governmental immunity or limitation of liability otherwise provided by law.

Section 3. Pittston agrees to indemnify to the fullest extent permitted by law and save harmless Duryea against all losses, costs or damages on account of any injury to persons or

¹ Pittston is in the process of securing any necessary PA Public Utility Commission authorization for the wastewater conveyance service provided to customers in Duryea.

property occurring in the performance of this Agreement because of the negligence of Pittston, its servants, agents or employees, or resulting from the failure of the Pittston System and lines connecting thereto to function properly because of such negligence. Nothing herein shall be construed to waive governmental immunity or limitation of liability otherwise provided by law.

Section 4. The Parties shall insure or cause to be insured their respective facilities by a responsible company or companies authorized and qualified to do business under the laws of the Commonwealth of Pennsylvania against loss or damage by fire and against such other risks in such amounts as customarily are carried upon, or with respect to, like property in Pennsylvania. Immediately after any loss or damage to either Parties' facilities or any part thereof, the affected party will commence and duly prosecute the repair, replacement or reconstruction of the damaged or destroyed part of its facilities, all according to the provisions as previously defined. Both Parties will also maintain liability insurance against any loss or injury to third persons or property of third persons as a result of fire, explosion, and other risk and casualty occurring to their respective facilities.

Section 5. Neither Party shall be liable for losses or damages suffered by the other Party arising from or related to the fault, failure or inability to perform under this Agreement, in whole or in part, due to events which do not involve the gross negligence of the Party responsible for such fault, failure or inability to perform or due to an Uncontrollable Circumstance.

ARTICLE V—CHARGES AND PAYMENTS

Section 1. The Parties acknowledge that Pittston directly charges Pittston's individual customers within Duryea's municipal boundaries for the wastewater flows that are transported in and through the Duryea System to the Points of Interconnection. In accordance with Article II, Section 3 above, Duryea shall not charge Pittston for the prior or prospective use of the Duryea System to provide service to residents of Duryea.

ARTICLE VI—MISCELLANEOUS

Section 1. The failure of any Party hereto to insist upon strict performance of this Agreement or any of the terms or conditions thereof shall not be construed as a waiver of any of its rights hereunder.

Section 2. This writing constitutes the entire Agreement between the Parties, and there are no other representations or agreements, verbal or written, other than those contained herein.

Section 3. All notices, demands, requests, and approvals which may be or are required to be given by any Party hereto to the other Party shall be in writing (unless otherwise specified in this Agreement) and shall be deemed given and received: (i) on the day of delivery when hand-delivered and receipted therefor; (ii) when delivered by national overnight delivery service with evidence of receipt; or (iii) three (3) days after deposit in the U.S. Mail by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Pittston:

City of Pittston
35 Broad Street
Pittston, PA 18640
Attention: Mayor

With a copy to:

Attention: City Solicitor

If to Duryea:

NAME: _____

ADDRESS: _____

Any Party may change its address for the purpose of this Section by giving written notice of such change to the other Parties.

Section 4. This Agreement (including the appendix hereto) supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof and contains the sole and entire Agreement between the Parties with respect to the subject matter hereof. No change, alteration, amendment, modification, or waiver of any of the terms or provisions hereof shall be effective unless the same be in writing and signed by the Parties.

Section 5. The Parties recognize and expressly agree that the Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Section 6. It is not the purpose or the intention of this Agreement to create, and this Agreement shall not be construed as creating, a joint venture, partnership or other relationship whereby any Party hereto shall be liable for the omissions, commissions or

performance of the other Parties hereto. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third person to any Party. This Agreement does not create any duty, liability, or standard of care to any person not a Party.

Section 7. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement and any amendments hereto, to the extent executed and delivered by means of a facsimile machine, electronic document signing system, or e-mail of a PDF file containing a copy of an executed version of this Agreement (or a signature page thereto) shall be treated in all respects and for all purposes as an original agreement or instrument and shall have the same binding legal effect as if it were the original signed version thereof.

IN WITNESS WHEREOF, Pittston and Duryea have caused this Agreement to be executed by their respective duly authorized officers under their respective seals, as of the day and year first above written.

WITNESS the following signatures and seals:

CITY OF PITTSTON, a body corporate and politic

By: _____

Name: _____

Title: President

STATE OF _____

COUNTY OF _____, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, whose name as _____ of **City of Pittston**, a body corporate and politic, is signed to the foregoing Agreement, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this ____ day of _____, 2026.

My commission expires:

Notary Public

My Registration No. is: _____

Printed Name: _____

WITNESS the following signatures and seals:

BOROUGH OF DURYEA,

a body corporate and politic

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, whose name as _____ of Borough of Duryea, a body corporate and politic, is signed to the foregoing Agreement, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this ____ day of _____, 2026.

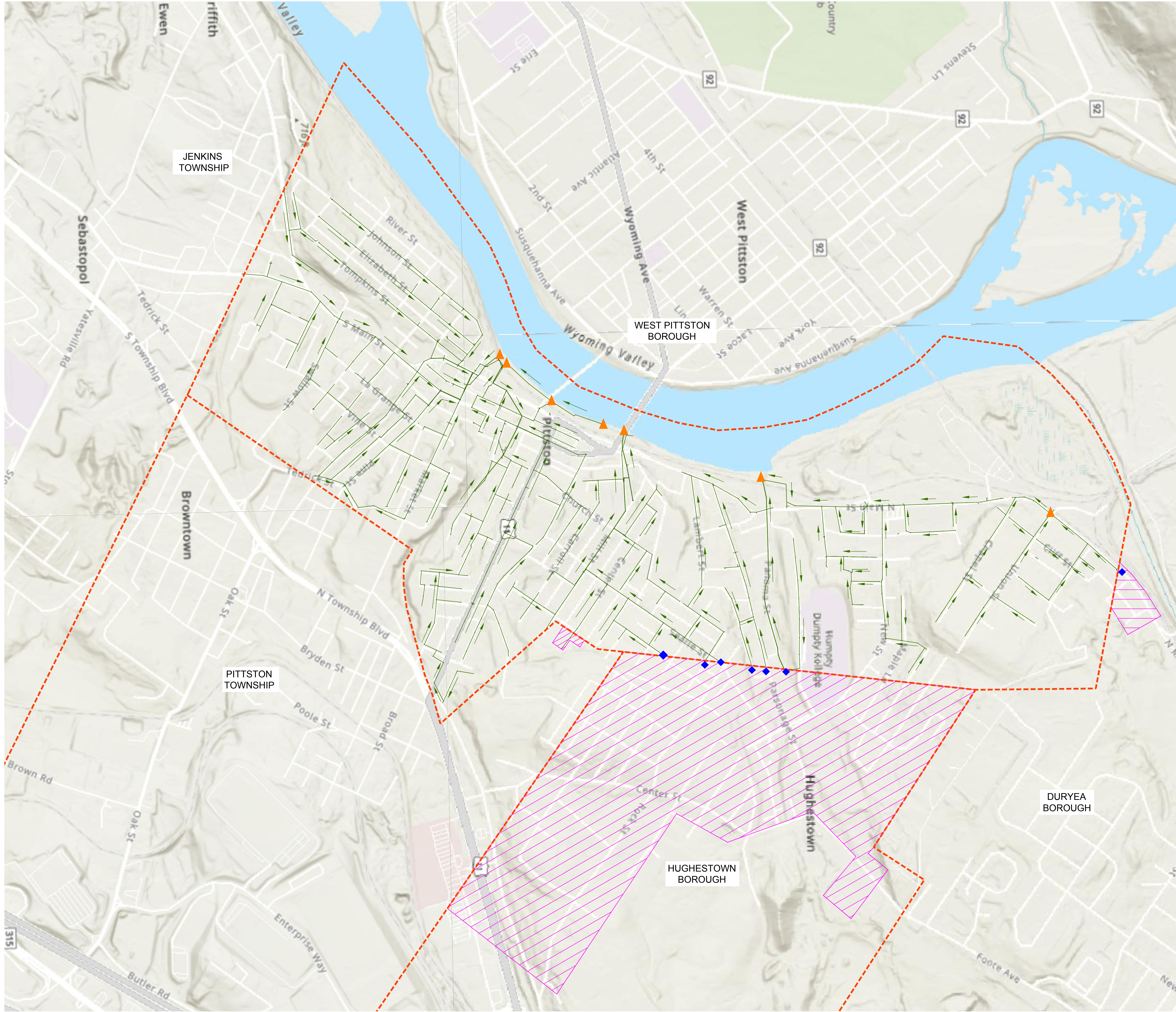
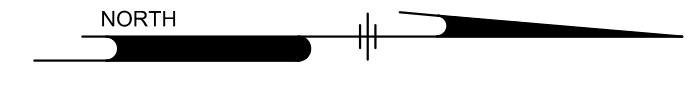
My commission expires:

Notary Public

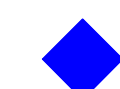



My Registration No. is: _____

Printed Name: _____

Exhibit E



LEGEND

-  CONNECTIONS TO HUGHESTOWN AND DURYEA BOROUGHS
-  INTERCONNECTION TO WWSA LINES
-  CITY OF PITTSSTON SEWER LINE
-  EXTRATERRITORIAL AREA

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR
 DISCREPANCIES BEFORE PROCEEDING WITH WORK

SANITARY SEWER ASSESSMENT
 CITY OF PITTSSTON
 LUZERNE COUNTY, PENNSYLVANIA
OVERALL KEY PLAN
 CITY OF PITTSSTON
 15 BROAD STREET
 PITTSSTON, PA 16801

NO.	DATE	REVISIONS	BY

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SEPARABLE FROM THE PROJECT OR THE CONTRACT. ANY REVISIONS TO THE PROJECT OR INSTRUMENTS OF SERVICE SHALL BE MADE BY OWNER OR ENGINEER. PENNONI ASSOCIATES SHALL BE RESPONSIBLE FOR THE PROJECT AND INSTRUMENTS OF SERVICE ONLY. PENNONI ASSOCIATES SHALL NOT BE RESPONSIBLE FOR THE PROJECT AND INSTRUMENTS OF SERVICE IF THE PROJECT AND INSTRUMENTS OF SERVICE ARE NOT USED AS INTENDED. PENNONI ASSOCIATES SHALL NOT BE RESPONSIBLE FOR THE PROJECT AND INSTRUMENTS OF SERVICE IF THE PROJECT AND INSTRUMENTS OF SERVICE ARE NOT USED AS INTENDED. PENNONI ASSOCIATES SHALL NOT BE RESPONSIBLE FOR THE PROJECT AND INSTRUMENTS OF SERVICE IF THE PROJECT AND INSTRUMENTS OF SERVICE ARE NOT USED AS INTENDED.

PROJECT	PITTC24002
DATE	2026-01-15
DRAWING SCALE	1" = 500'
DRAWN BY	NKG
APPROVED BY	DJT
CS1000	
SHEET 1 OF 1	

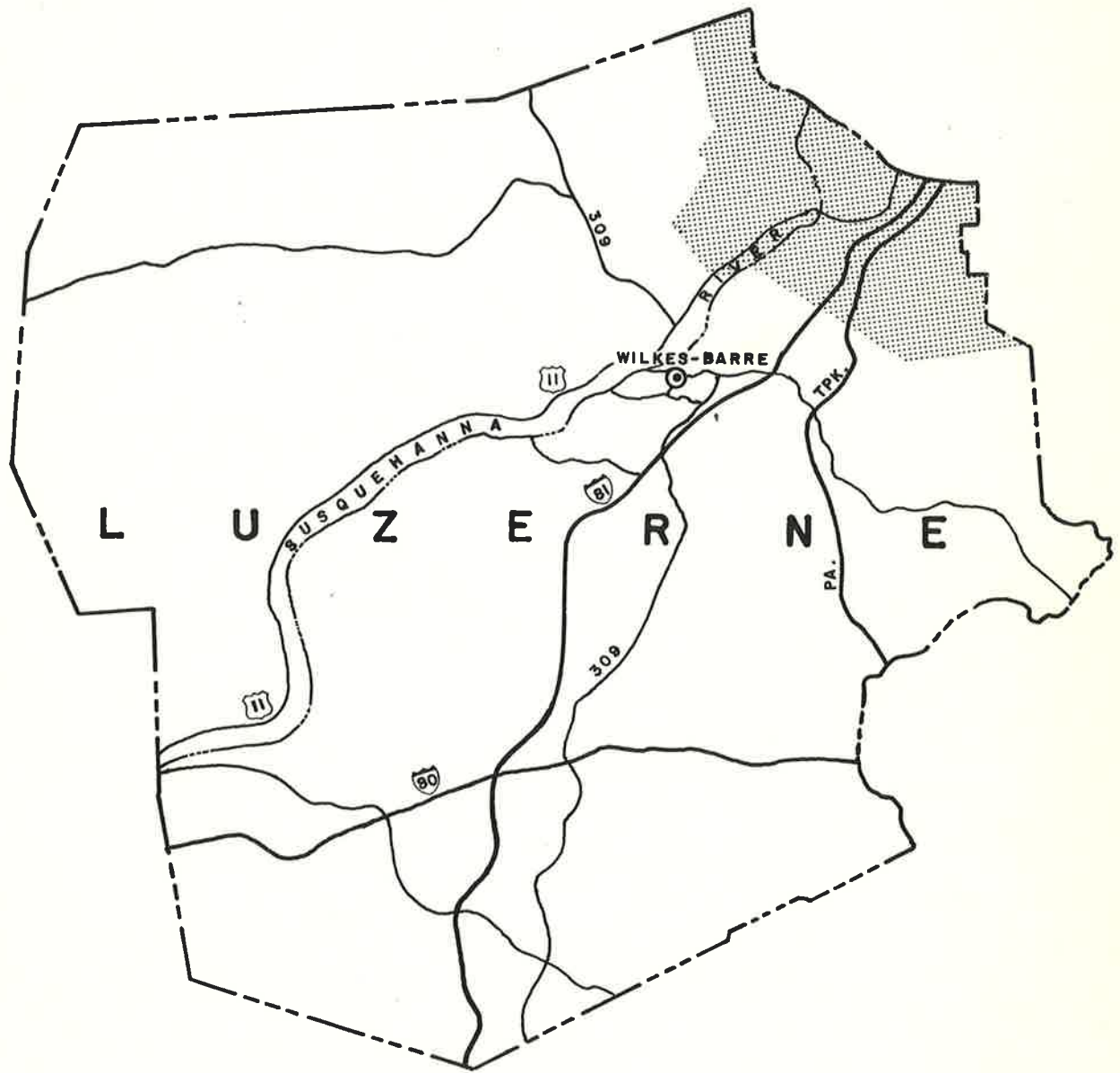
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 PLOTTED: 1/15/2026 10:08 AM BY: Pkg/kw/ab PLOTTER: Pennoni-NC540

Exhibit F

CONFIDENTIAL MATERIAL

**Submitted to Secretary
by Overnight Delivery**

Exhibit G



**SEWERAGE PLANNING
GREATER PITTSTON
COMMUNITY AREA**

SECTION 11.2

GREATER PITTSTON COMMUNITY AREA

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SECTION 11.2

GREATER PITTSTON COMMUNITY AREA

INTRODUCTION

The Greater Pittston Community Area comprises the northeast corner of Luzerne County. The area consists of Pittston City, Avoca, Dupont, Duryea, Exeter, Hughestown, Laflin, West Pittston, West Wyoming, Wyoming and Yatesville Boroughs and the Townships of Exeter, Jenkins and Pittston. Generally, this area includes all the communities along the Susquehanna and Lackawanna Rivers north of Wilkes-Barre to the Luzerne County-Lackawanna County Line.

The Greater Pittston Community Area accounted for over fifteen percent of the total county population in 1960. The portion of the total county population in this area is not expected to change significantly through the scope of this study.

Geographically, the Greater Pittston Community Area is divided by the Susquehanna River flowing from northeast to southwest, with the communities on the southeastern shore further subdivided into either the Lackawanna or Susquehanna drainage basins.

At the present time, the Wyoming Valley Sanitary Authority furnishes the only sewage treatment for communities in this Area. The present members of the Authority within the Greater Pittston Community Area comprise nearly 71% of the estimated 1970 population, of which 51% is served by facilities already constructed in the following areas: Exeter Borough - Main Borough area, southwest corner of Borough, east of Exeter Avenue; Wyoming Borough - excluding area around Midway Shopping Center; Hughestown Borough; Pittston City; West Pittston Borough.

Avoca, Dupont, and Duryea Boroughs are located in the Lackawanna River drainage basin, and are member municipalities of the Lower Lackawanna Valley Sanitary Authority. This Authority has a sewage treatment plant and other facilities scheduled for construction in 1973 to serve its members in this Community Area and those in Lackawanna County.

Areas presently (1970) sewerred are shown in gray in FIGURE 11-2, while those with sewerage systems under construction or proposed for construction during the decade of the 1970's are shown in dark red. FIGURE 11-2 also shows areas which will be recommended for public sewerage systems in subsequent Horizon Years as discussed in the following paragraphs and as summarized in TABLE 11-II.

SEWERAGE PLANNING

The Greater Pittston Community Area could be served most efficiently by the extensions of both the Wyoming Valley Sanitary Authority system, and by the the Lower Lackawanna Valley Sanitary Authority system. Recommendations set forth below specify construction of facilities by time phases, based on population growth and financial feasibility.

WYOMING VALLEY SANITARY AUTHORITY

The Wyoming Valley Sanitary Authority has a 40.0 MGD primary sewage treatment plant in Hanover Township and a system of interceptor sewers, sewage pumping stations and force mains along the Susquehanna River which are collecting, or will collect sewage from existing and proposed sewerage systems in essentially all the built-up areas of communities bordering on this river. This facility is discussed in detail under the Greater Wilkes-Barre Community Area portion of this report. Of the fourteen municipalities in the Greater Pittston Community Area, eight are either parties to the incorporation of the Authority or have executed agreements to utilize the services of the Authority.

Of the remaining six communities, three - Avoca, Dupont and Duryea Boroughs - are parties with Old Forge and Taylor Boroughs in Lackawanna County in the Lower Lackawanna Valley Sanitary Authority, which has plans for providing sewerage in these communities in the near future.

Thus, only three communities, Exeter Township and the Boroughs of Laflin and Yatesville, have no present contractual arrangements with regional sewer authorities.

PITTSTON CITY, HUGHESTOWN, AND URBAN PITTSTON TOWNSHIP - THE URBAN HUB

Pittston City

The urban hub of the Community Area is Pittston City, situated on the southeastern bank of the Susquehanna River approximately one mile downstream from its confluence with the Lackawanna River. In 1970, Pittston had a population of approximately 12,250 and a population density of 18 people per acre. It is served by a system of combined storm and sanitary sewers flowing into the Wyoming Valley Sanitary Authority collection and treatment

system. The Authority's twenty-one and twenty-four inch gravity sewer mains flow along the Susquehanna River, intercepting Pittston sewage and conveying it across the river through a pumping station and force main near Thomas Street to the West Pittston Pumping Station, where flows from that community are added and the sewage is pumped into the Wyoming Valley Sanitary Authority system.

Hughestown

The Borough of Hughestown lies directly east of Pittston City. Approximately 75% of the Hughestown built-up area is served by a sanitary sewer system which discharges into Pittston City; from there the sewage flows through the interceptor sewer system of the Wyoming Valley Sanitary Authority. The sewage collection system serving the Borough is in need of expansion, modernization, and repair, which should be accomplished during the 1973-1977 period. This recommendation specifically provides for the elimination of the practice of connecting storm water inlets to the sanitary sewer system, in accord with Hughestown's agreement with the Wyoming Valley Sanitary Authority.

Pittston Township

Pittston Township adjoins Pittston City and Hughestown on their southeastern boundaries and extends eastward to the Luzerne County line. Other than Browntown (an area adjacent to and east of the City of Pittston), the Suscon Road area, and Glendale, the Township is largely rural in character with scattered development. Presently, there are no sewers in Pittston Township; however, in 1968 a plan for a sewage collection system was presented in the "Preliminary Report on Sewage Facilities for Pittston Township" prepared by Glace & Glace, Inc., Consulting Engineers. A sanitary sewer system was proposed to collect sewage in Browntown and direct the flow into the Pittston system, to be collected by the Wyoming Valley interceptor sewer. Browntown had an estimated population of 2,240 in 1970, indicating that the plan should be implemented during the 1973-1975 period.

Convention Hall and a motel complex are located southeast of Browntown and north of the Pennsylvania Turnpike extension, and presently have their own sewage treatment facilities. As municipal service becomes available, these small systems can phase out their treatment plant and connect to the municipal system.

It should be noted that the 1970 estimated population of the urban area was 16,270, with Pittston contributing 12,250, Hughestown 1,780, and 2,240 from Browntown in Pittston Township. Much of this Urban Hub area already has a sanitary sewer system. However, proper care and maintenance is essential to its proper operation. As is the case in most older communities, catch basins have been connected to the sanitary sewers. Modern practice dictates separate storm sewers and sanitary sewers, and in all future construction the two should be separated. Infiltration through broken sewer lines should be eliminated by inspections and necessary repairs. If the Wyoming Valley Sanitary Authority facilities are to operate properly and efficiently, effective and continuing sewer system maintenance will have to be scheduled and performed on existing and newly-constructed systems. This is particularly important in the Pittston-Hughestown-Browntown urban complex.

The development along Suscon Road, north of Interstate Route 81, and Glendale are the two remaining areas in Pittston Township that will require sewerage systems, but because they would drain into the proposed Dupont Borough collection system, they will be discussed under the Lower Lackawanna Valley Sanitary Authority system.

Yatesville Borough

Yatesville Borough borders Pittston Township near Browntown, to the west of Interstate Route 81. The most feasible method of serving Yatesville would be to install a sewage collection system to discharge into the proposed Browntown (Pittston Township) sanitary sewer system for treatment by the Wyoming Valley Sanitary Authority. The Yatesville system should be installed during the 1975-1977 period since by 1980 the Borough's population is expected to be over 1,200, more than double the 1970 figure. At the present time there is a small sewage treatment plant serving the new high school of the Pittston School District. Once the municipal systems are functioning, this unit can be phased out and the discharge from the school will go directly to the regional treatment plant.

A small STP (serving the new high school of the Pittston School District) will be phased out and go to Jenkins Township system.

Laflin Borough

Laflin Borough, with Yatesville, bisects Jenkins Township. The Borough is situated southwest of Yatesville and generally drains toward Gardner Creek. It is recommended that a sewage collection system, a 0.48 MGD capacity sewage pumping station with a force main along Laflin

Road, be constructed during the 1975-1977 period, to connect to the proposed Inkerman collection system. The pumping station should be expanded by 0.70 MGD in 1990. The sewage flows from the eastern portion of Jenkins Township would also be conveyed through Laflin to the Inkerman facilities. The capacity of the sewage pumping station includes this possibility. In this area two residential developments, Georgetown and Oakwood Park, are served by a small treatment plant. This unit will also be able to be phased out and the residential sewers connected to the Jenkins Township sewer system.

A small STP (serving Georgetown and Oakwood Park Developments) will be phased out and connected to Jenkins Township sewer system.

Jenkins Township

The Boroughs of Yatesville and Laflin bisect Jenkins Township into separate eastern and western sections. The western portion of Jenkins Township, which is the urbanized section, lies southwest of Pittston City on the south bank of the Susquehanna River. There are four major communities in this section of the Township: Sebastopol, Port Griffith, Port Blanchard, and Inkerman. Port Blanchard lies downstream approximately 1 mile below Port Griffith, along the Susquehanna River. Port Griffith is contiguous to Pittston City. Portions of Sebastopol and Port Griffith are adjacent to Pittston City and are presently partly served by sanitary sewers. However, the larger portions of these developments drain westward toward Port Blanchard.

In 1970 a sewerage permit was issued by the Pennsylvania Department of Environmental Resources permitting the construction of a sanitary sewerage system for these four communities. Sewage from Sebastopol will be collected and diverted westward by a pumping station and force main to Port Griffith and thence in to a 10" interceptor sewer to Port Blanchard. Sewage from Inkerman will flow northerly by means of an 18" interceptor into Port Blanchard. To the southwest of Inkerman a large mobile home park, Lakewood Gardens, is presently under construction. While presently this complex has its own treatment facility, when the Jenkins system is completed that small plant may be abandoned.

The Wyoming Valley Sanitary Authority has constructed a pumping station and force main at Port Blanchard, conveying the flow to the north side of the River into the main Authority interceptor. All the areas to be served are large enough to support the construction of sanitary sewer systems during the 1973-1975 period.

An area around the Pittston High School, known as Highland Hills, has developed to a population of 1,026 persons. Also, the Pittston Hospital is under orders to discontinue a raw sewage discharge. It is recommended that a sewage collection system be constructed in the 1973-1975 period to accommodate these areas, and that it flow to the Sebastopol system.

An area around the Pittston High School is expected to develop to 640 persons by 1990, and more than double that figure by 2020. It is recommended that a sewage collection system be constructed in the horizon year 1990 to accommodate this growth, and that it flow to the Sebastopol system.

The eastern portion of Jenkins Township is sparsely populated, the only population concentrations being Old Boston and Westminster, and an Owens-Illinois industrial plant, engaged in manufacturing electronic tubes, which presently has an on-site sewage treatment works. If continued industrial growth is experienced in the area, it may be feasible to construct an interceptor sewer along Gardner Creek into the Laflin Borough collection system. The population of the two communities - Old Boston and Westminster - would not be sufficient to warrant installation of public sewers until 2020, unless this industrial development occurs. In that year the Gardner Creek interceptor sewer could be constructed by the two communities.

COMMUNITIES NORTH OF THE SUSQUEHANNA RIVER

The communities north of the Susquehanna River opposite Pittston, include West Pittston, Exeter, Wyoming and West Wyoming Boroughs, and Exeter Township. These communities could all be served by the Wyoming Valley Sanitary Authority, whose main interceptor system extends along that side of the Susquehanna River. Nearly all development in these communities, with the exception of Exeter Township, occurs between the Susquehanna River and a steep mountain chain (Peterson Mountain and Mount Lookout) parallel to and two miles west of the river. The region drains to the Susquehanna River, either directly or through Hicks or Abrahams Creeks.

West Pittston Borough, Exeter Borough, and Wyoming Borough front the Susquehanna River in the Wyoming Valley. The Wyoming Valley Sanitary Authority interceptor sewer system extends through these municipalities along the river and collects sewage from these areas. All three presently have operative sanitary sewer systems.

West Pittston Borough

West Pittston Borough is the residential center on the north bank in this area, located directly across the river from Pittston City. The 1970 population of 7,037 is expected to increase to 8,000 by horizon year 2020. Land within the Borough has been almost completely developed. Consequently, the area population will expand into adjacent communities.

West Pittston Borough presently has sanitary sewers which discharge into the Wyoming Valley Sanitary Authority interceptor sewer along the Susquehanna River. The Borough is similar to other communities in this area in that storm water inlets have been connected to the sanitary sewer system. For proper operation of the sewage treatment facilities of the Wyoming Valley Sanitary Authority, this practice should be discontinued and existing connections altered to flow to storm sewers.

Exeter Borough

Exeter Borough lies to the west of West Pittston. The northeastern sector of the Borough adjacent to West Pittston, and along the Susquehanna River, has a sewerage system. However, it collects both storm and sanitary water and has been seriously damaged by mine settlement. It is recommended that the existing system be studied to determine the feasibility of repairing and separating the storm and sanitary systems during the period 1972-1974. This will aid in reducing effluent discharges to the 30 inch force main which carries sewage for treatment at the Wyoming Valley Sanitary Authority facility. In 1970 the population of Exeter Borough proper, centered on Wyoming Avenue, was 3,088, with a population density of 17 people per acre. Most undeveloped land in the Borough is near and to the north of Slocum Avenue toward the Exeter Township line. Large areas to the south of Slocum Avenue are planned for industrial and recreational use. Suburban areas in Exeter Borough are not presently served by sanitary sewers, but population density has reached a level which indicates that some of them could support the construction of sanitary sewer systems. Exeter Park, on the extreme southwestern Borough boundary, now has a population of 358 and should be sewered during the 1973-1975 period. Another area in the Borough where sanitary sewers should be installed as soon as possible is along Route 92 (Sullivan Trail) north of West Pittston Borough. A sanitary sewer system should also be installed along Slocum Avenue before 1980, when the projected population will be 253. Happy Valley, a growing housing development along Slocum Avenue northeast of Exeter Park should have a sanitary sewer system started in 1980, when the projected population is expected to reach 223.

Wyoming Borough

Wyoming Borough is downstream from Exeter Borough along the Susquehanna River. The built-up areas of Wyoming Borough are presently served by a sanitary sewer system; however, many interconnections exist between the sanitary and storm systems, i.e., catchbasins connected to the sanitary system, and house roof drains also connected to the system. Mine settlement in the area has caused severe damage. Where these problems exist, they should be corrected. Wyoming Borough is served by the Wyoming Valley Sanitary Authority 30 inch force main which passes through the Borough. It had 1970 population of 4,340. The southern portion of the Borough near the Midway Shopping Center is presently not served by sewers but should be considered for sewer construction during the 1973-1975 period.

A feasibility study has recommended that the sewage flows from this portion of the Borough should drain to the proposed Abrahams Creek pumping station to be built by the Wyoming Valley Sanitary Authority. The pumping station could also serve sections of West Wyoming and Forty Fort.

West Wyoming Borough

Bounding Wyoming on the northwest - away from the river - is West Wyoming Borough. West Wyoming presently does not have a sewage collection system, but the population of 2,380 in 1970 is sufficient to warrant that developed portions of the Borough abutting Wyoming should be sewerred. These flows would flow through the Wyoming Borough sewage collection system to the existing Wyoming pumping station or the proposed Abraham's Creek pumping station. It is also recommended that in 1990 a 15 inch interceptor sewer extension of the proposed West Wyoming Borough sewage collection system be constructed along Abraham's Creek to collect flows from the 12 inch interceptor sewer from the Burkett Pond area, (discussed in the Greater Back Mountain Community Area section of this report), as well as from development in West Wyoming Borough.

Exeter Township

Exeter Township lies north of Exeter Borough. The Township is basically rural, with scattered developed areas and concentrations of population and industry along the Susquehanna River. Close to the residential area of Harding is a site proposed for industrial use, approximately three-quarters of a mile north of the Exeter Borough line along the Susquehanna River. The

population of Harding is estimated at 249. Rapid growth is not expected in this area. However, if the Wyoming Valley Sanitary Authority interceptor sewer should be extended 5,000 feet north to the industrial area, the Harding development should be included in any such planning.

It is recommended that Wyoming Campground and the development along L.R. 40052 west of the campground be sewered in 2020. An eight inch interceptor sewer should be built southwest from Wyoming Campground along L.R. 40052 and a tributary of Abrahams Creek, and connected to the 12 inch interceptor sewer carrying flows from the Burkett Pond area south along Abrahams Creek to West Wyoming Borough.

The following table lists expected sewage flows from the Greater Pittston Community Area portion of the Wyoming Valley Sanitary Authority system, to the Authority's sewage treatment plant located in Hanover Township.

The totals of the sewage flows shown in the table are consolidated in the table furnished in the Greater Wilkes-Barre Community Area section of this report.

GREATER PITTSTON COMMUNITY AREA SECTION OF THE LOWER LACKAWANNA VALLEY SANITARY AUTHORITY

Most of Duryea Borough, and Dupont and Avoca Boroughs, have natural drainage to the Lackawanna River and were included in the Lower Lackawanna Valley Sanitary Authority study. This study, the "Feasibility Report on Construction of Intercepting Sewers and Wastewater Treatment Plant to Serve the Boroughs of Old Forge, Taylor, Moosic, Avoca, Dupont, and Duryea" by Albright and Friel, March 26, 1968, proposed an interceptor sewer originating in Dupont, flowing northward along Mill Creek through Avoca and Moosic, thence continuing southwest along the south bank of the Lackawanna River into Duryea. A 6.0 MGD capacity sewage treatment plant is to be located in Duryea Borough approximately one mile upstream from the confluence of the Lackawanna with the Susquehanna.

The construction of an interceptor sewer network and sewage treatment plant is essential to sewage disposal in these communities. The Lower Lackawanna Valley Sanitary Authority has submitted an application to the Pennsylvania State Department of Environmental Resources for a permit to construct the sewage treatment plant in 1973. The consultant recommends that construction of the plant should commence at that time. Furthermore, construction and expansion of sanitary sewage systems and interceptor sewers along the Mill Creek axis in Dupont, Avoca, and Duryea Boroughs are recommended for accomplishment during the 1973-1975 period.

THE GREATER PITTSTON COMMUNITY AREA SECTION OF THE
WYOMING VALLEY SANITARY AUTHORITY SYSTEM

ESTIMATED SEWAGE FLOWS - MGD

	HORIZON YEARS					
	<u>1970</u>	<u>1980</u>	<u>1990</u>	<u>2000</u>	<u>2010</u>	<u>2020</u>
<u>Existing Service Areas</u>						
Exeter Borough	0.36	0.42	0.47	0.52	0.57	0.62
Hughestown Borough	0.18	0.23	0.30	0.37	0.43	0.49
Pittston City	1.23	1.51	1.84	2.25	2.63	3.01
West Pittston Borough	0.70	0.79	0.89	0.99	1.09	1.20
Wyoming Borough	<u>0.43</u>	<u>0.55</u>	<u>0.65</u>	<u>0.76</u>	<u>0.86</u>	<u>0.97</u>
Sub-total	2.90	3.50	4.15	4.89	5.58	6.29
<u>Proposed Service Areas</u>						
Pittston Township	0.22	0.25	0.27	0.30	0.33	0.36
Jenkins Township	0.31	0.37	0.53	0.66	0.77	0.97
Yatesville Borough	0.05	0.14	0.22	0.26	0.31	0.35
Laflin Borough	0.07	0.16	0.24	0.34	0.42	0.50
Exeter Borough	0.07	0.15	0.20	0.25	0.30	0.34
West Wyoming Borough	0.34	0.42	0.55	0.68	0.81	0.96
Exeter Township	-	-	-	-	-	<u>0.04</u>
Sub-total	1.06	1.49	2.01	2.49	2.94	3.52
TOTAL	3.96	4.99	6.16	7.38	8.52	9.81

Communities included in proposed service areas:

Pittston Township - Browntown

Jenkins Township - Sebastopol, Port Griffith, Port Blanchard, Inkerman, Old Boston,
Westminster

West Wyoming Borough - Southern portion and areas along Abrahams Creek

Exeter Borough - Exeter Park, Pa. Route 92 (Sullivan Trail), Slocum Avenue, Happy
Valley

Exeter Township - Wyoming Campground, development along L.R. 40052 west of
campground

Yatesville Borough

Laflin Borough

Hughestown Borough

Since the feasibility report was written, Moosic joined another Authority, the Lackawanna River Basin Sewer Authority. The loss of Moosic as a participant in the Lower Lackawanna Valley Sanitary Authority does not jeopardize the construction of a sewerage system by the latter Authority, since the population of remaining municipal members is sufficient to support the System financially.

Pittston Township

By 1980 the development along Suscon Road south of Interstate Route 81 to Suscon will be of sufficient size and density to justify an extension of an eight inch gravity interceptor sewer from the proposed Dupont sewage collection system. This facility will accommodate the Suscon Road flows through the year 2020.

Glendale is a growing development located along the northern border of Pittston Township, southeast of the Scranton - Wilkes-Barre Airport. The village has a projected 1980 population of about 300 persons and is expected to expand to about 500 persons by 2020. In 1980, it is recommended that an eight inch interceptor be constructed along Spring Brook to the newly constructed Moosic Sewage Treatment Plant.

Dupont Borough

Dupont Borough lies directly south of Avoca. Its estimated 1970 population was 3,720. There is presently no sewage collection system in the Borough. A developing area in the northwest section of Dupont, along Packer Street, would best be served by an extension of the Avoca sanitary sewers. The remainder of Dupont could be sewerred as an entity with provision for sewer extension along Suscon Road. A 10 to 18 inch interceptor sewer should be constructed along Mill Creek to convey flows from Dupont, as well as flows from the Suscon Road area in Pittston Township. At the northern boundary of Dupont, the interceptor sewer would be connected to the Avoca section of the Mill Creek interceptor sewer. Details concerning sewerage systems for Glendale and Suscon Road are included in discussion under Pittston Township.

The Butler Heights development, southwest of Dupont Borough, has reached the population density that will support a sanitary sewage collection system. During the 1974-1976 period it is recommended that either a pump station and force main be constructed to send the flow to the Browntown area, or that a gravity interceptor be installed to carry the sewage to the Dupont collection system.

It is recommended that the interceptor sewer and sewage collection system for Dupont be constructed during the 1973-1975 period, to coincide with the construction of corresponding Authority facilities in Avoca and Duryea.

Avoca Borough

Avoca Borough is situated between Dupont and Duryea. The Borough's population in 1970 was 3,910. Most dwellings in Avoca are served by a sanitary sewer system, with the effluent discharging into Mill Creek untreated. To rectify this situation, an 18 to 30 inch interceptor sewer should be installed along the entire length of Mill Creek within Avoca Borough, to transport flows from Dupont on the south, pick up Avoca flows, and deliver the combined sewage flows at the northern boundary of Avoca Borough into the Duryea Borough interceptor sewer. The residential areas in Avoca which do not have sewer service are presently developed to the point where sewers are needed, therefore, the existing collection system should be extended to include all new developments. The Borough sewage collection system should also extend eastward into Pittston Township to the Scranton - Wilkes-Barre Airport, to serve the terminal buildings and any additional commercial establishments which may be constructed in the area.

It is recommended that the Avoca Borough sewage collection system should be expanded, and the interceptor sewer constructed along Mill Creek during the 1973-1975 period, to coincide with the construction of corresponding Authority facilities in Dupont and Duryea.

Duryea Borough

The developed areas of Duryea Borough south of the Lackawanna River presently are served by a sewage collection system that is in need of repair. No treatment is provided. It is recommended that during the 1973-1975 period the major part of this sanitary sewage collection system be converted to a storm sewer collection system. A new sanitary sewage collection system could drain into a 30 inch interceptor sewer along Mill Creek. The interceptor would be connected to the proposed Avoca interceptor sewer, and extend into Lackawanna County and through Duryea Borough along the south bank of the Lackawanna River to the proposed sewage treatment plant. This sewage treatment plant with a 6.0 MGD capacity should be built by the Lower Lackawanna Valley Sanitary Authority in 1973.

The portion of Duryea lying to the north of the Lackawanna River is largely undeveloped. Most land areas are used for farming with the exception of strip development along the highway near Lehigh Valley Railroad Coxtan Yards. This development does not have population projections justifying collection sewers. Consequently no sewer facilities were considered for Duryea Borough north of the Lackawanna River.

The following table lists expected flows for the various horizons of this study, from the municipalities within the Greater Pittston Community Area which are members of the Lower Lackawanna Valley Sanitary Authority.

**THE GREATER PITTSTON COMMUNITY AREA SECTION OF THE
LOWER LACKAWANNA VALLEY SANITARY AUTHORITY SYSTEM**

ESTIMATED SEWAGE FLOWS - MGD

	HORIZON YEARS					
	<u>1970</u>	<u>1980</u>	<u>1990</u>	<u>2000</u>	<u>2010</u>	<u>2020</u>
<u>Proposed Service Areas</u>						
Dupont Borough	0.37	0.48	0.62	0.74	0.88	0.99
Avoca Borough	0.39	0.52	0.67	0.82	0.96	1.07
Duryea Borough	0.55	0.65	0.78	0.93	1.07	1.19
Pittston Township	-	<u>0.10</u>	<u>0.14</u>	<u>0.17</u>	<u>0.22</u>	<u>0.25</u>
TOTAL	1.31	1.75	2.21	2.66	3.13	3.50

Communities included in proposed service areas:

Pittston Township - Suscon Road development

Dupont Borough

Avoca Borough - In entirety, plus Scranton - Wilkes-Barre Airport

Duryea Borough

COMMUNITIES NOT MEETING MINIMUM SEWERAGE FEASIBILITY CRITERIA

The communities listed below, located in this Community Area, presently do not have public sewerage systems. Based on the minimum criteria established for this study, these communities

have not been included in future systems due to their sparsity of population, rural character, and/or physical remoteness from any organized public system.

Exeter Township - Exeter Township School, Mt. Zion Road, Harding, strip along Pa. Route 92 above Harding, Upper Exeter, Hex Acres, crossroads of Sutton Creek Road and Pa. Route 92, area along Township Road 796, area south of Wyoming Campground.

Pittston Township - Harlow Pond

SUMMARY

If the facilities recommended are constructed in the horizon years noted, the population in the Greater Pittston Community Area served by public sewer facilities will be as follows:

<u>Year</u>	<u>GCA Population</u>	<u>Population Served</u>	<u>Percent Served</u>
1970	56,710	52,780	93%
1980	65,690	61,310	93%
1990	74,810	69,760	93%
2000	83,430	77,110	92%
2010	90,700	83,330	91%
2020	96,300	88,730	92%

Following is TABLE 11-II summarizing major recommendations and project costs for the Greater Pittston Community Area: Items shown on this table do not include recommendations covering sewer extensions within an already serviced community.

TABLE 11-II
GREATER PITTSBURGH COMMUNITY AREA - SUMMARY OF SEWERAGE RECOMMENDATIONS

	YEAR OF IMPLEMENTATION				
	1972-1977	1980	1990	2000	2010
<u>Wyoming Valley Sanitary Authority</u>					
1. Construct sewage collection system in Brownstown and connect to Pittston City	\$ 1,294,000 (1973-1975)	\$ 12,000	\$ 12,000	\$ 26,000	\$ 24,000
2. Construct sewage collection system in Yatesville Borough and connect to the Brownstown system	306,000 (1975-1977)	410,000	359,000	86,000	104,000
3. Construct sewage collection systems in Port Blanchard and in unsewered portions of Sebastopol and Port Griffith	1,399,000 (1972-1974)	86,000	108,000	105,000	82,000
4. Construct sewage collection system in area around the Pittston High School to connect to the Sebastopol system	87,000	79,000	130,000	186,000	146,000
5. Construct sewage collection system in Inkerman with an 18" interceptor to Port Blanchard	564,000 (1972-1974)	77,000	95,000	97,000	73,000
6. Construct sewage collection system in Lafflin Borough	413,000 (1975-1977)	421,000	331,000	327,000	263,000
7. Construct 0.48 MGD sewage pumping station in Lafflin Borough, with force main north to Inkerman 0.70 MGD expansion	120,000 (1975-1977)		111,000		
8. Construct sewage collection systems in Old Boston and Westminster with 8" interceptor sewers along branches of Gardner Creek to Lafflin Borough					165,000
9. Construct sewage collection systems along Rt. 92 (Sullivan Trail), along Slocum Avenue, and Exeter Park to connect to existing Exeter Borough system	405,000 (1973-1975)	255,000	130,000	105,000	89,000
10. Construct sewage collection system in Happy Valley		130,000	53,000	39,000	36,000
11. Construct sewage collection system in developed portions of West Wyoming Borough	1,952,000 (1972-1974)	265,000	433,000	355,000	351,000
12. Construct 15" interceptor sewer along Abraham's Creek in West Wyoming Borough to collect flows from Burkett Pond Area			130,000		
13. Construct sewage collection systems in Wyoming Campground and development along L.R. 40052 west of Wyoming Campground with an 8" interceptor sewer along tributary to Abraham's Creek; connect to 12" interceptor sewer from Burkett Pond to West Wyoming Borough					293,000
TOTAL PROJECT COSTS - GREATER PITTSBURGH COMMUNITY AREA SECTION OF WYOMING VALLEY SANITARY AUTHORITY SYSTEM	\$ 6,540,000	\$ 1,735,000	\$ 1,892,000	\$ 1,326,000	\$ 1,168,000
					\$ 1,356,000

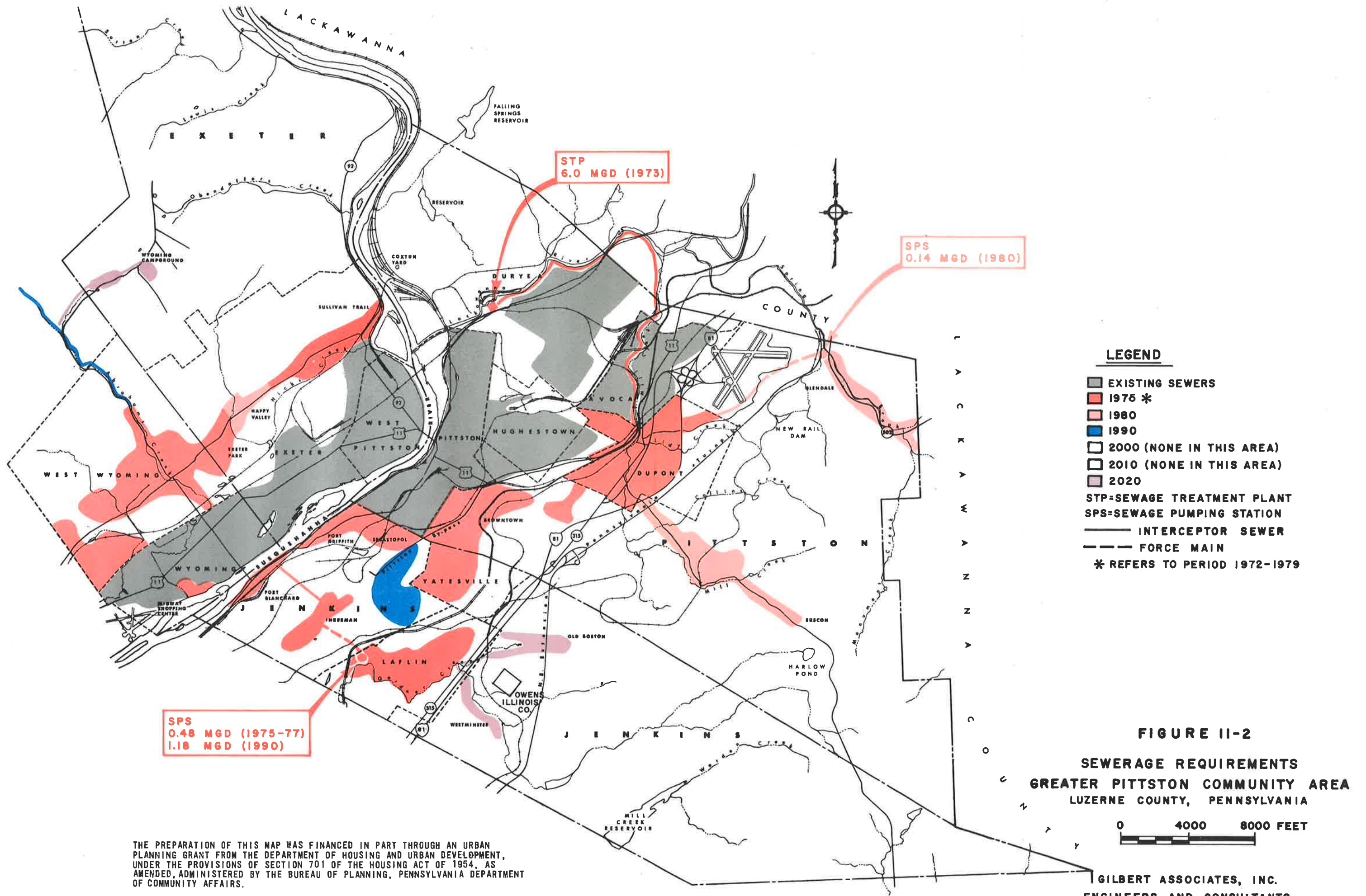
(Continued)
 GREATER PITTSBURGH COMMUNITY AREA - SUMMARY OF SEWERAGE RECOMMENDATIONS

	YEAR OF IMPLEMENTATION					
	1972-1977	1980	1990	2000	2010	2020
<u>Lower Lackawanna Valley Sanitary Authority</u>						
1. Construct 6.0 MGD capacity sewerage treatment plant in Duryea, along Lackawanna River, for Lower Lackawanna Valley Sanitary Authority	\$ 6,096,000 (1973)					
2. Construct sewage collection system in areas along Suscon Road, from Suscon northwest to Interstate Rt. 81 with 8" interceptor sewer to the proposed DuPont system		\$ 563,000	\$ 104,000	\$ 88,000	\$ 65,000	\$ 58,000
3. Construct sewage collection system in Glendale area		170,000	32,000	32,000	36,000	16,000
4. Construct an 8" gravity interceptor along Spring Brook to the Moosic STP		190,000				
5. Construct sewage collection system in DuPont		389,000	458,000	313,000	340,000	167,000
6. Construct interceptor sewer from DuPont Borough along Mill Creek and Lackawanna River to sewage treatment plant to serve areas in Pittston Township, DuPont Borough, Avoca Borough and Duryea Borough	2,151,000 (1973-1975)					
	1,569,000 (1973-1975)					

TOTAL PROJECT COSTS - GREATER PITTSBURGH COMMUNITY AREA SECTION OF LOWER LACKAWANNA VALLEY SANITARY AUTHORITY

TOTAL PROJECT COSTS - GREATER PITTSBURGH COMMUNITY AREA

	\$ 9,816,000	\$1,312,000	\$ 594,000	\$ 433,000	\$ 441,000	\$ 241,000
	\$16,356,000	\$3,047,000	\$2,486,000	\$1,759,000	\$1,609,000	\$1,597,000



LEGEND

- EXISTING SEWERS
- 1975 *
- 1980
- 1990
- 2000 (NONE IN THIS AREA)
- 2010 (NONE IN THIS AREA)
- 2020
- STP=SEWAGE TREATMENT PLANT
- SPS=SEWAGE PUMPING STATION
- INTERCEPTOR SEWER
- - - FORCE MAIN
- * REFERS TO PERIOD 1972-1979

FIGURE II-2
SEWERAGE REQUIREMENTS
GREATER PITTSION COMMUNITY AREA
LUZERNE COUNTY, PENNSYLVANIA



THE PREPARATION OF THIS MAP WAS FINANCED IN PART THROUGH AN URBAN PLANNING GRANT FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, UNDER THE PROVISIONS OF SECTION 701 OF THE HOUSING ACT OF 1954, AS AMENDED, ADMINISTERED BY THE BUREAU OF PLANNING, PENNSYLVANIA DEPARTMENT OF COMMUNITY AFFAIRS.

GILBERT ASSOCIATES, INC.
 ENGINEERS AND CONSULTANTS

Exhibit H

Draft as of XX/XX/XXXX

CITY OF PITTSTON
(Hereinafter referred to as the “City”)

**RATES, RULES AND REGULATIONS GOVERNING
THE PROVISION OF WASTEWATER COLLECTION SERVICE TO THE PUBLIC IN
THE BOROUGH OF DURYEA, THE BOROUGH OF HUGHESTOWN AND PITTSTON
TOWNSHIP, ALL IN LUZERNE COUNTY,
COMMONWEALTH OF PENNSYLVANIA**

NOTICE

This tariff establishes rates, rules and regulations in territories outside the City of Pittston in compliance with the Pennsylvania Public Utility Commission Order at A-2026-[_____], entered [_____, __, 2026].

See Page 2.

Issued: [_____, __, 2026]

Effective: [_____, __, 2026]

By: David Hines, Chief Financial Officer
City of Pittston
35 Broad Street
Pittston, PA 18640
570-654-0516
dhines@pittstoncity.gov

LIST OF CHANGES

Changes

This tariff is being filed as the original Tariff Wastewater PA P.U.C. No. 1, for the City of Pittston with Commission approval at A-2026-_____ granting the Application Of The City Of Pittston, Pursuant To 66 Pa. C.S. § 1102(a), For A Certificate Of Public Convenience To Offer, Furnish, Render, And Supply Wastewater Service To The Public In Certain Portions Of The Borough Of Duryea, The Borough of Hughestown and The Township of Pittston, All In Luzerne County, Pennsylvania.

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PART I: SCHEDULE OF CHARGES

SECTION A – Wastewater Service Charge

1. Imposition of Charge: A wastewater service charge is hereby imposed upon the owner of each improved property which is connected to the wastewater system, whether such use is direct or indirect, and upon the owner of each reserved capacity EDU, for service rendered or available to be rendered, and shall be payable as provided herein.

2. Wastewater Service Charge by Owner of Improved Property: The wastewater service charge shall be payable by the owner of each improved property commencing the earlier of:
 - a) The date of actual physical connection of an improved property to the wastewater system, or
 - b) Sixty (60) days from the date indicated on the notice to connect.

3. Wastewater Service Charge by Equivalent Dwelling Unit (EDU): The wastewater service charge applicable to any improved property constituting a dwelling unit or commercial consumer shall be calculated, imposed and collected on the basis of one of the following methods, in the sole discretion of the City:
 - a) Metered Rate Basis:
 - 1) Wastewater service charge for any improved property, in the discretion of the City, may be determined on a metered rate basis. Each customer billed on a metered rate basis shall, nonetheless, be required to purchase and apply to each such improved property a specific number of EDUs which number shall be determined in the same manner as if the improved property were paying wastewater service charges on a flat rate basis. However, the actual wastewater service charge shall be calculated according to:
 - (a) Metered volume of potable water consumption by the improved property, **adjusted, if appropriate by the City; or,**
 - (b) Metered volume of wastewater discharged by the improved property into the wastewater system, **but subject to a minimum wastewater service charge per EDU.**
 - 2) Customers having their own source of water supply which does enter the wastewater system shall furnish, install and maintain metering device(s) having the approval of the City and will be billed on the basis of water consumed and/or discharged.

3) Where more than one EDU (fixed or mobile) is served through a single meter, the charge shall be determined by the average water usage per EDU. The average water usage per EDU shall be determined by dividing the water registered by the meter by the number of EDU’s served through such meter. This average usage per EDU will be used to calculate the charge in accordance with the metered rate schedule provided herein. The resulting charge is then multiplied by the number of EDU’s served to determine a total charge for such meter.

4) Should a Commercial or Industrial Establishment determine and validate to the satisfaction of the City that the majority of metered potable water is consumed in the operation of the business and is not entering the wastewater system, the customer may request service on a flat rate basis, whereby, such customer shall be billed as provided herein.

5) Where metered usage demonstrates that the owner of improved property has purchased EDU’s representing more gallonage than is actually consumed or discharged, on average, for any consecutive twelve (12) month period, then the owner may request that the City repurchase any such excess EDU’s. However, the City shall be under no obligation to repurchase any EDU’s. The repurchase price shall equal the lowest price paid by the owner for any EDU without discount or premium.

b) Actual Rate Basis: The wastewater service charge shall be based upon the City’s actual amount of potable water consumed by any improved property in accordance with the metered rate schedule provided herein. The actual usage number shall be based upon billing information obtained from the PA American Water Company, which provides water to the customers.

4. Wastewater Service Charge per EDU:

a) Flat Rate Basis:

Current Quarterly Residential and Commercial wastewater service charge shall be:

1) Zero (0) to fifteen thousand (15,000) gallons per quarter or fraction thereof shall be eighty-two dollars and fifty cents (\$82.50);

2) Each additional thousand (1,000) gallons per quarter or fraction thereof shall be four dollars and twenty-five cents (\$4.25).

b) Metered Rate Basis:

Commercial Accounts: The owner of each structure that meets the criteria for metered billing, will be billed by the City's collection agent quarterly based on gallons of water utilized for the previous quarter, at the rates set forth above under Flat Rate Basis.

5. Wastewater Service Charge by Owner of Multiple Use Improved Property: In the case of multiple use improved property sharing a common connection to the wastewater system or a common structure, each such classification of improved property shall pay a separate wastewater service charge, as though it were housed in a separate structure and had a direct and separate connection to the wastewater system, computed in accordance with the provisions of this Part I, Section A, Sub-Section 3, a), 1).
6. Owner and/or Customer to Provide Information to City:
 - a) The owner of any improved property and/or customer discharging wastewater into the wastewater system shall furnish to the City all information deemed essential or appropriate by the City for the determination of all applicable wastewater service charges and surcharges. The costs of obtaining such information shall be borne by such owner of the improved property and/or customer. The City reserves the right to review the disposition of customer wastewaters at any time service is in force.
 - b) In the event of the failure of the owner and/or customer to provide adequate information, the City shall estimate the applicable wastewater service charge and surcharge based upon available information or until such time as adequate information is received. There shall be no past rebate of past payment if the owner and/or customer refusal to provide such information results in overpayment.

SECTION B – Returned Check Charge/Credit Card Processing Fee

A charge of twenty-nine dollars (\$29) will be assessed any time where a check which has been returned to the City for payment on account has been returned by the payer's bank for any reason. There is a credit card processing fee charged by the third-party collection agent of the City. A check processing fee of 2.5% of the transaction amount is charged for all bills paid by check and there is a \$1 processing fee for paying online with a check.

SECTION C – Late Payment Charge

A late payment will be assessed to any customer who fails to pay all of the amount invoiced by the City in a timely manner as prescribed in Part III, Section D, Rule 3. A late payment charge of one and a half percent (1.5%) per billing period, not to exceed eighteen percent (18%) per annum, on any overdue amount will be assessed in the City's subsequent invoice.

SECTION D – Billing Service Restoration Charge

A customer discontinuing service remains a customer for purposes of paying a billing service restoration charge pursuant to Part III, Section C, Rule 5 for a period of nine (9) months. A charge for restoring billing service shall be dollars (\$30.00).

SECTION E – Prohibited Infiltration/Inflow Waters Charge

The owner of an improved property who fails to repair or correct the defects causing infiltration/inflow waters to flow into a wastewater system within ninety (90) days, after having received proper notice from the City, will be assessed a penalty of one hundred dollars (\$100.00) per day, until such remedial action is satisfactorily completed.

SECTION F – Failure to Cleanup and Remedy Prohibited Discharges Charge

Failure of the owner of an improved property and/or customer to satisfactorily cleanup and remedy any prohibited discharge by act or omission, willfully, recklessly, or negligently as characterized in Part III, Section E, within twenty-four (24) hours, may result in a penalty of not less than \$300 and not more than \$1,000 plus all City-incurred court costs and legal fees. Upon default of payment of the fine and or costs, a sentence of not more than 30 days imprisonment shall be imposed. Each day the offense continues shall be deemed a separate offense. The owner and/or customer shall additionally be responsible for payment of the remedial cleanup costs, as well as any costs to or damages or losses suffered by the City as a result of any interference in operation of the wastewater system.

SECTION G – Connection Permit Application and Building Service Line Inspection Charge

The following charges will be assessed to the owner of an improved property to cover the costs incidental to the processing of a Connection Permit Application and the inspection of the building service line following installation: seventy dollars (\$70.00) for Plumbing Permit; three hundred and fifty dollars (\$350.00) for Sewer Tap Fee; sixty-five dollars (\$65.00) per hour for Inspection Fee; and thirty dollars (\$30.00) for Customers Facilities Inspection Fee. These charges shall be payable when the Connection Permit Application is filed.

PART II – DEFINITIONS

The following words and phrases, when used in this tariff shall have the meanings assigned below unless the context specifically and clearly indicates otherwise:

1. **Applicant:** Any person, association, partnership, corporation, society, trust, religious organization or other group or entity, including municipalities, authorities, school districts, state or federal governmental agencies and any other unit of government who has an interest in improved property located within the service territory, including property owners, tenants renting under a lease of one year or longer, persons who have entered into an agreement, or other persons having a similar interest who apply to become a customer of the City in accordance with Part III, Section A of this tariff. The term does not include a customer who, within sixty (60) days after termination or discontinuance of service, seeks to transfer service within the service territory or to reinstate service at the same address.

2. **Building Service Line:** The pipe or line beginning at the end of the City lines and extending to the point of connection with building drain, the interior plumbing system of the structure or dwelling being serviced. Note: in the 2003 International Plumbing Code® the Building Service Line is known as the Building Sewer.
3. **City:** City of Pittston, acting through its properly authorized agents or employees, each acting with the scope of the duties entrusted to them.
4. **City Collection Mains:** A network of pipes located in public highways, streets, alleys, or private right-of-ways for the purpose of gathering wastewater from individual structures or dwellings and conveying the flow to the WWSA transmission line and treatment plant.
5. **Code:** The International Codes™ regulations, subsequent amendments thereto, or any emergency rule or regulations that the administrative authority having jurisdiction has lawfully adopted.
6. **Code Official:** The officer or other designated authority charged with the administration and enforcement of the International Codes™, or a duly authorized representative.
7. **Commercial Establishment:** Any room, group of rooms, building, or enclosure connected, directly or indirectly, to the City’s wastewater system and used or intended for use in the operation of a business enterprise for the sale and distribution of any product, commodity, article, or service.
8. **Commercial Waste:** Any and all wastes discharged from a commercial establishment other than domestic sanitary wastewater.
9. **Commission:** The Pennsylvania Public Utility Commission.
10. **Customer:** A natural person or entity who is an owner of an improved property connected to the City’s wastewater system or lessee and who contracts with the City for or receives wastewater collection whether or not such contract is in writing.
11. **Domestic Sanitary Wastewater:** Normal water carrying household and toilet wastes discharged from any improved property.
12. **Dwelling Unit:** Any room, group of rooms, house trailer, apartment, condominium, cooperative or other enclosure connected, directly or indirectly, to the City’s wastewater system and occupied or intended for occupancy as living quarters by an individual, a single-family or other discrete group of persons, excluding institutional dormitories.
13. **Educational Establishments:** Each room, group of rooms, building, house trailer, mobile home, connected directly or indirectly, to the City’s wastewater system and used or intended for use, in whole or in part, for educational purposes, including both public and private schools.
14. **Equivalent Dwelling Unit or “EDU”:** The unit of measure by which a wastewater service charge shall be imposed upon each improved property, as determined in Part I of this tariff, which shall be deemed to constitute the estimated, equivalent amount of domestic sanitary

wastewater discharged by a single-family dwelling unit in a single day. One (1) EDU shall be equal to one hundred and sixty-five (165) gallons of wastewater per day for a three (3) bedroom residence.

15. Extension: An addition to the wastewater collection system to extend service into the City's franchise territory in order to accommodate more than one connection.
16. Franchise Territory: The land area where the City has the exclusive right to provide wastewater service depicted in Exhibit A. The boundaries of this land area were approved by the Commission in an Order entered [_____, 2026] at Docket No. A-2026-[_____].
17. Garbage: Solid waste resulting from the domestic and commercial preparation, cooking, and dispensing of food and from the handling, storage, and sale of produce.
18. Improved Property: Any property within the City upon which there is erected a structure intended for continuous or periodic habitation, occupancy, or use by human beings or animals and from which structure sanitary wastewater and/or commercial or industrial wastes shall be or may be discharged.
19. Industrial Establishment: Any improved property, used or intended for use, wholly or in part, for the manufacturing, processing, cleaning, laundering or assembling of any product, commodity or article, or any other improved property from which wastes, in addition to domestic sanitary wastewater, shall or may be discharged.
20. Infiltration: Any groundwater entering the building service lines through defective joints and cracks in the pipes.
21. Inflow: Any water discharged into the building service lines from foundation and roof drains, floor drains, sump pumps, outdoor paved areas, cooling water from air conditioners, and unpolluted waters from commercial, educational, industrial, and institutional establishments.
22. Institutional Establishment: Any room, group of rooms, buildings or other enclosure connected, directly or indirectly, to the wastewater system, including institutional dormitories, and educational establishments, which do not constitute a commercial establishment, a residential dwelling unit or an Industrial Establishment.
23. Interference: A discharge, alone or in conjunction with a discharge(s) from other sources, which:
 - a. Inhibits or disrupts the City's or WWSA's operations, or maintenance activities, or its sludge and resultant ash processes, use, reuse, recycling, or disposal;
 - b. Is a cause of a violation of a requirement of the WWSA's NPDES permit – including an increase in the magnitude or duration of a violation – or of the preventions of biosolids use or disposal in compliance with the following statutory provisions and regulations or permits issues thereunder – or more stringent State or local regulations:
 - i. Section 405 of the Clean Water Act (33 U.S.C.A. § 1345).

- ii. The Solid Waste Disposal Act (“SWDA”) (42 U.S.C.A. §§ 6901 – 6987), including Title II, more commonly referred to as the Resource Conservation and Recovery Act of 1976.
 - iii. Regulations contained in the State’s biosolids management plan prepared under Subtitle D of the SWDA, the Clean Air Act (42 U.S.C.A. §§ 6901 – 6987), the Toxic Substances Control Act (16 U.S.C.A. §§ 2601 – 2629), and the Marine Protection, Research, and Sanctuaries Act of 1972 (16 U.S.C.A. §§ 1431 – 1434; 33 U.S.C.A. §§ 1401, 1411 – 1421, and 1441 – 1445).
24. Meter: Any device for the purpose of recording water consumption or the volume of wastewater discharged.
25. Multiple Use Improved Property: Any improved property upon which there shall exist any combination of a dwelling unit, commercial establishment, Industrial Establishment, educational establishment or institutional establishment.
26. Nonresidential Service: Wastewater service supplied to a commercial establishment, educational establishment, institutional establishment, Industrial Establishment, a trailer park, multi-tenant apartment building, or any customer who purchases wastewater service from the City for the purpose of resale.
27. NPDES Permit: A permit or equivalent document or requirement issued by the United States Environmental Protection Agency, or if appropriate, by the Pennsylvania Department of Environmental Protection, to regulate the discharge of pollutants under Section 402 of the Clean Water Act (33 U.S.C.A. § 1342).
28. Nuisance: A public nuisance as known in common law or in equity jurisprudence; whatever is dangerous to human life or detrimental to health.
29. Owner: A person vested with title, legal or equitable, sole or partial, of any improved or unimproved property or reserved capacity EDU.
30. Person: Any individual, partnership, company, association, society, trust, corporation, or other group or entity, including municipalities, municipal authorities, school districts or other units of government, and lessee, assignee, receiver, executor, administrator, and other successors in interest.
31. pH: The logarithm of the reciprocal of the concentration of hydrogen ion, expressed in grams per liter of solution, indicating the degree of acidity or alkalinity of a substance.
32. Pollutants: Dredged spoil, solid waste, incinerator residue, filter backwash, wastewater, garbage, wastewater treatment biosolids, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural, commercial [and industrial]wastes, and certain characteristics of wastewater.

33. Premises: Unless otherwise indicated, the residence of the customer or commercial building of the customer.
34. Pretreatment: The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the City collection facilities. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by dilution of the concentration of the pollutants unless allowed by an applicable pretreatment standard.
35. Pretreatment Program: A program administered by the City or WWSA that has been approved by the Environmental Protection Agency under 40 CFR 403.11 (related to approval procedures for pretreatment programs and granting of removal credits).
36. Properly Shredded Garbage: Garbage that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in the City Collection Mains, with no particle greater than one-half (1/2) inch in any dimension.
37. Public Utility: Persons or corporations owning or operating equipment or facilities in this Commonwealth for wastewater collection, treatment, or disposal to the public.
38. Reserved Capacity EDU: Any EDU purchased or contracted to be purchased by any person or owner of unimproved property or improved property (for the further development or improvement of such property), through the execution of an EDU Allocation Certificate and Agreement, which EDU has not been used to service any structure or improved property and remains available for use.
39. Residential Service: Wastewater service supplied to an individual, single-family residential dwelling unit, including service provided to a commercial establishment if concurrent service is provided to a residential dwelling attached thereto. Wastewater service provided to a hotel or motel is not considered residential service.
40. Regulatory Agency: Agencies, including but not limited to, the Commission (PUC), the Pennsylvania Department of Environmental Protection (DEP), the United States Environmental Protection Agency (EPA), and the River Basin Commissions, which have authority over the operations and/or discharges into and/or from the City's wastewater treatment facilities.
41. Septic Tank Waste: Waste containing only human excrement and gray water (household showers, dishwashing operations, etc.) from on-lot systems, and from holding tanks used in temporary situations and in vessels, campers, trailers, including chemical toilets.
42. Service Territory: Is the territory as approved by the Commission.
43. Slug: Any discharge of water, wastewater, or industrial waste which, in concentration of any given constituent or in quantity of flow exceeds, for any period of duration longer than fifteen (15) minutes, more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation.

- 44. Street: Any street, road, highway, land, avenue, court, cul-de-sac, alley, public way, or public square, including such streets as are dedicated to public use.
- 45. Storm Water: Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, such as snowmelt.
- 46. Tariff: All of the service rates, charges, rules, and regulations issued by the City, together with any supplements or revisions thereto, officially approved by the Commission and contained in this document.
- 47. Termination of Service: Cessation of service, whether temporary or permanent, without consent of the Customer.
- 48. Toxic Substances: Any substances of gaseous, liquid, or solid waste which, when discharged to the City’s facilities in sufficient quantities, will be detrimental to any biological wastewater treatment process, constitute a hazard to human beings or animals, inhibit aquatic life, or create a hazard to recreation in receiving waters of the effluent from the wastewater treatment plant, or as defined pursuant to PL 92-500 (Federal Water Pollution Control Act Amendments of 1972) or its amendments.
- 49. Wastes: Any liquid, gaseous, or solid substances or combination thereof which are discarded, leached, or spilled substances or combination thereof including domestic sanitary wastewater, but excluding unpolluted, storm, and ground waters.
- 50. Wastewater: A combination of the water-carried wastes from an improved property, together with such ground, surface, and storm water as may be present in City collection mains and laterals.
- 51. Wastewater Service Charge: The service charge imposed by the City hereunder, as amended from time to time, against the owner of each improved property and/or customer, for the use of the wastewater system, and against the owner of each reserved capacity EDU.
- 52. Wastewater System: All facilities, at any particular time, acquired, constructed, operated, and/or owned by the City, for collecting, transporting, pumping, treating, and disposing of wastewater.
- 53. WVSA: the Wyoming Valley Sanitary Authority which treats the wastewater collected and conveyed through the City’s wastewater system.
- 54. Unimproved Property: Any property upon which there exists no structure intended for continuous or periodic habitation, occupancy, or use by human beings or animals.

PART III: RULES AND REGULATIONS

SECTION A – Application for Service

- 1. Service Application Required: All applications for service must be in writing on an Application Form provided by the City and signed by the owner or owners of the property to

which wastewater service will be provided; except that where a lessee of property occupies or uses the property under a lease having a fixed term of one (1) year or longer, the lessee may request service as an applicant. An application for residential wastewater service shall only be made by an adult occupant whose name appears on the mortgage, deed, or lease of the property. The City may, at its sole discretion, require that the applicant sign a separate contract for service.

2. **Change in Ownership or Tenancy:** All applications for service must be made to the City upon any change in ownership where the owner of the property is the customer, or upon any change in the identity of a lessee where the lessee of the property is the customer. The City shall have the right to discontinue or otherwise interrupt wastewater service in accordance with 52 Pa. Code § 56.91, if a new application has not been made and approved for the new customer.
3. **Acceptance of Application:** An application for service shall be considered accepted by the City only upon written approval by the City. The City may provide service to the applicant pending formal review and acceptance of the application. The application may be approved or rejected by the company in accordance with 52 Pa. Code § 56.32, pertaining to credit standards. The person or persons making the application must sign the same, and will be considered the customer(s) under the contract and will be responsible for all charges and proper observance of the City’s rules and regulations.
4. **Application Form:** An Application for Service form can be obtained at the City’s local business office, presently located at 35 Broad Street, Pittston, PA 18640. The form is also available on the City’s website: <https://www.pittstoncity.gov/forms>.
5. **Temporary Service:** In the case of temporary service for short-term use, the City may require the customer to pay all costs of making the City lines connection and for its removal and/or abandonment after the service has been discontinued, or to pay a fixed amount in advance to cover such expenses.

SECTION B – Construction and Maintenance of Owner’s Facilities

1. **Building Service Line Connection Permit Requirement:** No building service line shall be connected to the City’s wastewater system without first obtaining from the City a Building Service Line Connection Permit. Applications for such permit must be in writing using the Application for a Building Service Line Connection Permit form provided by the City and shall be signed by the owner(s) of the property. This permit only grants permission to connect to the City’s wastewater system and shall not be construed as authority to violate, alter, or set aside any of the provisions of the International Plumbing Code® of Pennsylvania and any other applicable laws or ordinances. The permit is invalid unless the connection is made within one (1) year of permit issuance.
2. **Building Service Line:** The building service line shall be furnished, installed, maintained in good repair, and replaced, when necessary, by and at the sole expense of the owner. The City shall rely on the regulations of the International Plumbing Code® for the general requirements for the erection, installation, alteration, repairs, relocation, replacement, addition to, use of, and maintenance of the building service line. Connection to the City’s wastewater facilities may

not occur unless the owner provides written proof (*i.e.*, a notice of approval issued by the code official) that the building service line passed the testing and inspection requirements in accordance with Section 107 of the International Plumbing Code[®]. The City's authorized representatives or agents of the City shall inspect the physical connection of the building service line with its service lateral before this work is backfilled.

3. **Owner's Responsibilities:** All building service lines, connections, cleanouts, traps, interceptors, separators, and screens furnished by the owner shall be maintained by the owner in good working order. All pipes, connections, couplings, valves, meters, and fixtures furnished by the City and on property owned or leased by the customer shall be protected properly by the customer. When there is a backup in the premises, the customer should contact the City's office to report the problem. The City will dispatch an authorized representative or agent to inspect its facilities to insure that they are not the cause of the problem and will inform the caller of their findings. This inspection service is provided free of charge. The owner is responsible for the immediate repair of any leaks or blockages in the building service line. The City shall not be liable for any damage or expense resulting from leaks, stoppages or defective plumbing or from any other cause occurring to any premises or within any building or structure when such damage or expense is found to have resulted from stoppage, damage or defects in the building service line. The City shall not be liable for a deficiency or failure of service when occasioned by an emergency, required repair, or failure from any cause beyond its control.
4. **Right to Reject and Test:** The City may refuse to connect with any building service line or furnish service through a service line already connected if such service line is not properly installed, maintained, tested, repaired or replaced to the satisfaction of the City. The City at any time may request a Gravity Sewer Test be performed on the building service line, at the sole expense of the owner, whenever it has evidence the service line is leaking excessively. The leakage is excessive when the groundwater flow exceed one hundred (100) gallon per inch of nominal diameter per mile of pipe per day. The Gravity Sewer Test shall be in accordance with Section 312.6 of the International Plumbing Code[®].
5. **Individual Building Service Line Requirements:** Except as otherwise expressly authorized by the City, each individual structure or dwelling shall be served only through a separate service line connected directly to the City line, and that this service line shall not serve any other structure or dwelling. No additional attachment may be made to any building service line for any purpose without the express written approval of the City. The building service line shall not pass through or across any property other than that to be served.
6. **Connection to City's Collection Main or Service Lateral:** No connection shall be made to the City collection main, or to an existing City line, or detachment from it, except under the direction and control of the City's authorized representative or its agent. All such connections shall be the property of the City and shall be accessible to it and under its control. The City will normally furnish, install and maintain all service laterals from the collection main to the curb, edge of right-of-way or property line and the connection fitting thereto.
7. **Water Use Standards for Certain Plumbing Fixtures:** This rule establishes maximum water use criteria for certain plumbing fixtures installed in all new residential construction or renovation.

Such standards have been implemented to achieve maximum efficiency of water use that the Commission has determined is technologically feasible and economically justified.

a. Maximum permitted water usage levels shall be as follows:

Plumbing Fixture	Maximum Water Use ¹
Lavatory and sink faucets	2.2 gpm at 60 psi
Shower head	2.5 gpm at 80 psi
Water closet	1.6 gallons/flush cycle
Urinal	1.0 gallons/flush cycle

b. The City may exempt particular customers, or classes of customers, when it is determined that the water use standards for plumbing fixtures listed above are unreasonable, cannot be accommodated by existing technology or are otherwise inappropriate.

8. Owner’s Pumping Units: When a pump or ejector is required to use the City’s system, it shall be the owner’s responsibility to purchase, install, operate, maintain, trouble-shoot, repair and replace the unit. The unit shall be designed to conform to the requirements of Section 712 of the International Plumbing Code®.

SECTION C – Discontinuance, Termination, and Restoration of Service

1. Discontinuance by Exoneration. The customer shall be required to pay all service charges so long as water service remains in effect and shall only be exonerated upon a condemnation order by the building inspector or upon the water being shut off. Where a customer requests the restoration of service within six (6) months of having the service discontinued, the customer shall be subject to monthly minimum billing for that period.

2. Termination by City: Service to the customer may be terminated for good cause, including, but not limited to, the following:

- a. Making an application for service that contains material misrepresentations;
- b. Failure to repair any known leaks in building service lines;
- c. Connecting, or failure to remove the connection, of any source of storm water, surface water, ground water, roof runoff, and/or uncontaminated water from air-conditioning systems, swimming pools, and so forth;
- d. Tampering with any building service line, lateral connection, or installing or maintaining any unauthorized connection;
- e. Theft of service, which shall include taking service without having made a proper application for service under Part III, Section A;

¹ Ref: 2003 International Plumbing Code, Table 604.4

- f. Failure to pay, when due, any charges accruing under this Tariff;
- g. Discharge of any prohibited substance listed in Part III, Section F into the City’s system;
- h. Failure to allow City reasonable access to customer’s property to inspect, investigate, read, sample, notify, maintain, repair, shutoff, etc.;
- i. Receipt by the City of an order or notice from the United States Department of Environmental Protection, a health agency, local code enforcement officer, or other similar authority, to terminate service to the property served on the grounds of violation of any law or ordinance, or upon notice to the City from any such authority that it has ordered an existing violation on the property to be corrected and that such order has not been complied with; or
- j. Material violation of any provision of this Tariff.
- k. Properties that are in arrears six billing quarters or greater will receive a lien notification in writing from the collection agent, and a lien will be placed on the property. Liened properties remaining delinquent in the next billing cycle (the seventh billing quarter) will receive a water termination notice from the collection agent, and properties requiring water termination will have their service terminated all in accordance with the City guidelines. A fee of \$100 will be added to all satisfied liens that have been filed by the City, and the property owner will be required to pay all additional fees, penalty and interest due to the City. Properties that are liened, have a lien pending or water termination pending can establish a payment plan approved by the City Administrator and will be subject to the following repayment schedule:

Amount Owed	Amount of Down Payment	Amount of Time to Pay Balance (months)
\$250 to \$1,500	60%	6
\$1,501 to \$2,500	40%	12
\$2,501 to \$4,000	30%	24
\$4,001 or greater	20%	36

Payment plans in accordance with this section shall be in writing on a standard form approved by the City Administrator and provided by the City Treasurer to the property owner seeking a payment plan in accordance with this section. This form shall set forth the terms and conditions of the payment plan. In extraordinary circumstances, the City Administrator may modify the down payment amount to meet particular circumstances but may not extend the duration of the time permitted for complete repayment beyond what is specified in this section. Such payment plans will not be deemed in effect until signed by

both the property owner and by the City Administrator. The City Treasurer shall monitor all payment plans and will immediately report any defaults to the City Administrator. Failure to comply with the terms and conditions of the payment plan will immediately nullify the payment plan without further action by the City, and the regular delinquent process as set forth in this section shall then be implemented.

3. Notice: The City will notify the customer in writing when a condition(s) that warrants termination is discovered. Notice of termination will be given in such a manner as may be specified in the Public Utility Code, 66 Pa. C.S. §§ 101 *et seq.* and 52 Pa. Code Chapter 56.
4. Timing: Service will be terminated without notice for violations of Rule 2. a., d. and e. of this Section. A reasonable time will be allowed to investigate, correct or cure the condition(s) specified when the customer provides written notification to the City of a realistic time schedule. A customer who does not notify the City is subject to having its service terminated without further notice from Monday through Friday. The termination of service may also include the termination of water service to the premise.
5. Restoration of Service:
 - a. Conditions of Restoration: Whenever service is discontinued by exoneration or terminated pursuant to Rule 1 or Rule 2 of this Section, service shall be permitted by the City only upon the payment by the customer of a billing service restoration charge, and if service was terminated under Rule 2, the curing of the problem(s) that gave rise to the termination.
 - b. Timing: When service to a customer has been terminated and, provided the Customer has met applicable conditions, the City shall reconnect service as follows:
 - i. Within twenty-four (24) hours for erroneous termination or upon receipt by the City of a valid medical certification from the customer;
 - ii. Within twenty-four (24) hours for termination occurring after November 30 and before April 1;
 - iii. Within three (3) days for erroneous terminations requiring street or sidewalk digging;
 - iv. Within three (3) days from April 1 to November 30 for proper terminations; and
 - v. Within seven (7) days for proper terminations requiring street or sidewalk digging.

SECTION D – Billing and Collection

1. Issuance of Bills: The City will bill each customer within fifteen (15) days of the last day of each billing period. The billing period is quarterly.
2. Billing Due Date: The due date for payment of a bill for nonresidential service shall be no less than sixty (60) days from the date of transmittal. The due date for payment of a bill for residential service shall be no less than sixty (60) days from the date of transmittal. If the last day for payment falls on a Saturday, Sunday or bank holiday, or on any day when the offices

of the City are not open to the general public, the due date shall be extended to the next business day. Failure to receive a bill shall not relieve the customer from its payment obligation. The presentation of bills to customers is a matter of accommodation and not a waiver of this rule. For bills paid by mail, the date of the Postal Service postmark is considered the payment date.

3. **Late-Payment Charge:** All amounts not paid when due shall accrue a late- payment charge. The City may not impose a late-payment charge unless payment is received more than five (5) days after the billing due date.
4. **Change in Billing Address:** Where a customer fails to notify the City of a change in billing address, the customer shall remain responsible to remit payment by the billing due date.
5. **Application of Payment:** Utility bills rendered by the City shall include only the amount due for wastewater service. Where a customer remittance to the City includes payment for any non-wastewater services, proceeds will be applied first to pay all outstanding regulated utility charges.
6. **Return Check Charges:** The customer will be responsible for the payment of a charge, for each time a check presented to the City for payment on a customer’s utility bill, for either wastewater or non-wastewater service, if the check is returned by the payer bank for any reason including, but not limited to, insufficient funds, account closed, payment stopped, two signatures required, post-dated, stale date, account garnished, or unauthorized signature. This charge is in addition to any charge, which may be assessed against the customer by the bank.
7. **Disputed Bills:** In the event of a dispute between the customer and the City with respect to any bill, the City will promptly make such investigation as may be required by the particular case and report the result to the customer. The customer is not obligated to pay the disputed amount during the pendency of the City’s investigation. When the City has made a report to the customer sustaining the bill as rendered, the customer shall have fifteen (15) days from the date of such report in which to pay the bill. If the City determines that the bill originally rendered is incorrect, the City will issue a corrected bill with a new due date for payment. Any amounts received by the City in excess of the amount determined to be due by the City’s investigation of the dispute shall be refunded to the customer.
8. **Utility Bill Adjustment Policy for Metered Rate Customers:** When a metered customer of the City believes they are entitled to relief, they will present their facts in writing to the Business Office no less than ten (10) days from the date of the bill transmittal. Metered Rate bill adjustments will only be considered if the disputed monthly usage exceeds \$50 over the previous three (3) months average billing. Only under extenuation circumstances, relief will only be considered for a single month. Metered Rate bill adjustments will only be considered if the metered usage for the quarter exceeds the previous quarter’s usage by 20 percent or more. The City at its discretion may charge a fee of up to \$50 to research the issue and make adjustments to the bill. The customer whose rate is based on domestic water meter readings must prove the excess water usage did not enter the wastewater system to be considered for relief. Normal usage such as automobile washing or pool maintenance will not be considered for relief. The customer must respond to the possible leak and take corrective action in an expeditious manner as soon as they become aware of a problem. The customer must present

information explaining the corrective action taken to prevent this problem from occurring again. The City will notify customers of exceeding higher than normal meter readings. Any excess usage from neglect or failure to perform proper maintenance, after being notified by the City of such maintenance concerns, will not be considered for relief. In the event a customer challenges the accuracy of the meter, the process and fee for testing will be as specified at 52 Pa. Code § 65.8. Meters.

SECTION E – Deposits

1. Residential Customers:

- a. New Applicants – The City will provide service without requiring a deposit unless the applicant was terminated for nonpayment within the prior twelve (12) months or has an unpaid balance for prior service from the City. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
- b. Existing Customers – If a customer has paid late on two (2) consecutive occasions or a total of three (3) times within the prior twelve (12) month period, the City may send a letter informing the customer that a deposit may be required if another late payment is received within the next twelve (12) months. An existing customer may be required to pay a deposit as a condition to having service restored after termination for non-payment or for failure to comply with a payment agreement. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
- c. Deposit Refunds and Interest – A deposit will be refunded if service is discontinued and the final bill is paid or if the customer has paid the bills for the prior twelve (12) month period without having been late on more than two (2) occasions and is not currently delinquent. Interest on deposits will be paid at the rate governed by 52 Pa. Code § 56.57. Interest rate. On deposits held for more than a year, the City will pay to the depositor, at the end of each calendar year, the interest accrued thereon.

2. Nonresidential Customers:

- a. New Applicants – A deposit may be required from any new applicant who does not have a prior satisfactory credit history with the City. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
- b. Existing Customers – Deposit requirements for existing nonresidential customers shall be as established for residential customers in Rule 1 of this Section.
- c. Deposit Refunds and Interest – A deposit will be refunded if the customer pays all bills on time over a twelve (12) month period or if service is discontinued and the final bill has been paid. There will be no interest paid on deposits for nonresidential accounts.

SECTION F – Wastewater Control Regulations

1. General Prohibitions:

- a. No customer shall introduce or cause to be introduced into the wastewater system any pollutant or wastewater that causes a pass through or interference. This applies to all customers whether or not they are subject to categorical pretreatment standards or any other National, State or local pretreatment standards or requirements.
- b. No storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, non-contact cooling water, and other uncontaminated water unless specifically authorized in writing from the City shall be admitted. The use of uncontaminated water to dilute other contaminated wastewater to comply with established limitations shall be prohibited.

2. Prohibited Wastewater Discharges: No person shall cause or permit to be discharged into the City’s wastewater system any pollutants, substances, or wastewater having any of the following characteristics:

- a. Wastewater containing any gasoline, benzene, naphtha, fuel oil or other explosive liquids, solids or gases which by reason of their nature or quality may cause a fire or explosion, or be in any other way injurious to persons, the structures, or equipment of the wastewater system, or its operation².
- b. Wastewater, either liquid or vapor, having a temperature higher than 50° C (122° F). When higher temperatures exist, cooling methods shall be subject to the review and approval by the City. In no case will discharged wastewater be allowed to cause the temperature of the wastewater at the headworks of WWSA’ treatment plant to exceed 40° C (104° F).
- c. Wastewater having a pH lower than five point zero (5.0) or higher than ten point five (10.5) standard units, or having any corrosive properties capable of causing damage or hazards to structures, equipment or personnel, or interferes with the proper operation of the wastewater system.
- d. Wastewater containing noxious or malodorous gases or substances which, either singly or by interaction with other wastewater or other pollutants, is likely in the opinion of the City to create a public nuisance or hazard to life, or prevent entry into the City Collection Mains for their maintenance or repair.
- e. Wastewater containing ashes, cinders, sand, litter, mud, straw, shavings, metal, glass, tar, rubber, plastics, wood, bottles, cans, utensils, shoes, rags, clothing, undergarments, hand towels, cotton, wool, or other fibers, chemical or paint residues, feathers, hair and fleshing, bone, entrails, whole blood, paunch, manure, butcher’s offal, lime slurry or any other solid or viscous material of such character or in such quantity as in the opinion of the City may

² All users of the system shall refer to NFPA 328, entitled “Recommended Practices for the Control of Flammable and Combustible Liquids and Gases in Manholes, Sewers, and Similar Underground Structures”, prepared by the National Fire Protection Association, Inc., for the proper approaches relating to the problem of fire and explosive hazards.

cause an obstruction to the flow in the City Collection Mains or otherwise interferes with the proper operation of the wastewater system.

- f. Wastewater containing any food waste that has not been properly shredded by household type garbage grinder. The installation and operation of any garbage grinder equipped with a motor of one (1-hp) horsepower or greater shall be subject to the review and approval by the City.
- g. Wastewater containing solids of such character and quantity that special and unusual attention is required for their handling.
- h. Wastewater containing any pollutants or substances which may affect the effluent and may cause violation of the National Pollutant Discharge Elimination System Permit.
- i. Wastewater containing pollutants or substances detrimental to the operation of WWSA's wastewater treatment plant and/or collection mains causing erosion, corrosion or deterioration to the pipes, equipment and structures.
- j. Wastewater containing fat, wax, grease, tar or oil of petroleum origin, whether emulsified or not, in excess of one hundred (100) mg/l, or petroleum oil, non-biodegradable cutting oil or petroleum products of mineral oil origin in amounts that will cause interference or pass-through at the wastewater treatment facilities.
- k. Wastewater containing more than ten (10) mg/l of any of the following gases: hydrogen sulfide, sulfur dioxide, nitrous oxide, or any of the halogens.
- l. Wastewater containing toxic or poisonous pollutants or substances, in a sufficient quantity to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, or create any hazard in the City Collection Mains. Toxic pollutants or substances shall include, but not be limited to wastewater containing cyanide, chromium, cadmium, mercury, copper, nickel, or materials listed as hazardous materials.
- m. Wastewater containing any pollutant or substance which may cause the wastewater treatment process to be in noncompliance with biosolids use, recycling or disposal criteria pursuant to guidelines or regulations developed under Section 405 of the Federal Act, the Clean Air Act or criteria for biosolids management and disposal developed by the Department of Environmental Protection.
- n. Wastewater containing any isotopes or other radioactive materials.
- o. Wastewater containing any color which may not be removed in the wastewater treatment process.
- p. Wastewater containing any pollutants or substances, including conventional pollutants or substances released at a flow rate and/or concentration that may cause interference with the operation of the wastewater system.

- q. Wastewater containing pollutants or substances which may solidify or become viscous at temperatures between 0° C (32° F) or 60° C (104° F).
- r. Wastewater containing pollutants or substances that alone or in combination may result in the release of toxic gases, vapors, or fumes in a quantity that will cause acute worker’s health and safety problems.

3. Sampling and Analysis:

- a. Where, in the opinion of the City or WWSA, a significant amount of wastewater is involved, the customer shall install, as part of the building service line, a manhole for the purpose of sampling, measurement, and observation of the discharge. The manhole will be constructed according to City specifications and in a manner that insures accessibility at all times.
- b. All measurements, sampling, testing and analyses of the characteristics of waters and wastewaters to which reference is made in the Rules and Regulations of the WWSA, shall be determined in accordance with 40 CFR Part 136.
- c. All inspections, measurements, sampling, testing and analyses deemed by the City to be necessary under this Section or any other part of the Rules and Regulations of the City, shall be done by the City or its agents, employees or contractors. If the inspections, sampling, measurements, testing and/or analyses determine that a customer has created a situation which is in violation of any statute, ordinance, rule or regulation, then the customer shall be required to pay all costs incurred in remedying the situation. Otherwise, the costs involved are to be borne by the City. Costs assessed against a customer pursuant to this Section, shall be in addition to any other fees charged by the City. The costs shall be payable within thirty (30) days of presentation of an invoice to the customer at their current billing address.
- d. Where the City deems it advisable, it may require any customer discharging wastewater to install and maintain, at his or her own expense, in a manner approved by the City or its representative, a metering device to continuously measure and record the flow of the wastewater so discharged. The customer shall have ninety (90) days from the date of notice to comply with the City’s directive.

4. Disposal of Wastes from Holding and Septic Tanks or Cesspools: No person shall dispose of wastes from holding and septic tanks, cesspools, or other such sources of domestic waste to the City’s wastewater system, except as designated by the City.

5. Penalties: The City reserves the right to deny wastewater service for violation of any provision of these regulations, subject to PUC rules and regulations.

6. Damage to System and Indemnification: In the event of any damage to the City’s wastewater system caused by a customer, such damage shall be immediately reported to the City and said customer shall reimburse City for the costs of repairs.

- 7. Emergency Termination of Service: If a violation consists of the discharge of an explosive or flammable material or any other material which is highly toxic or creates a toxic gas so that there is imminent danger to the personnel, property or treatment process of the City, or to the public or the environment, then the City shall take whatever action is necessary to halt service and to protect the life and property.

SECTION G – Service Continuity

- 1. Regularity of Service: The City may, at any time, interrupt service in case of accident or for the purpose of making connections, alterations, repairs or changes, or for other reasons. The City will, pursuant to Commission regulations at 52 Pa. Code § 67.1 and as circumstances permit, notify customers to be affected by service interruptions. The City reserves the right to restrict the use of wastewater collection service whenever the public welfare may require it.
- 2. Liability for Damages:
 - a. Limitation of Damages for Service Interruptions – The City’s liability to a customer for any loss or damage from any excess or deficiency in the wastewater collection service due to any cause other than willful misconduct or negligence by the City, its employees or agents shall be limited to an amount no more than the customer charge or minimum bill for the period in question. The City will undertake to use reasonable care and diligence in order to prevent and avoid interruptions in service, but cannot and does not guarantee that such will not occur.
 - b. Responsibility for Owner’s and Customer’s Facilities—The City shall not be liable for any loss or damage caused by reason of any breaks, leaks, stoppages or other defects in a building service line, pipes, joints, fixtures or other installations except where the expense or damage is a result of the negligence or willful misconduct of the City, its employees or agents.

SECTION H – Waiver

The City may, at its sole discretion, waive any of the Rules contained herein that operate for the benefit of the City; provided, that no such waiver will be valid unless in writing and signed by an authorized representative of the City, and provided that no waiver will be allowed where the waiver would constitute a violation of the Public Utility Code, the regulations of the Commission or of any other applicable statute, law or regulation.

SECTION I – Amendment of Commission Regulations

Whenever Commission regulations in Title 52 of the Pennsylvania Code are duly amended in such a way as would produce a difference between Commission regulations and this tariff, this tariff is deemed to be amended so as to be consistent with the amendments to the regulations, except that if application of the amendment to Title 52 is discretionary, this tariff will remain unchanged.

SECTION J – Industrial and Commercial Establishment Service Limitations

The United States Environmental Protection Agency Regional Administrator has not determined that the City needs a Pretreatment Program meeting the criteria established in Title 40 Code of Federal Regulations (CFR) Part 403. Therefore, the City’s NPDES permit currently does not require it to administer an approved Pretreatment Program to control the discharges from non-domestic sources. All [industrial and] commercial waste proposed for discharge into the City’s system shall be studied to determine the degree of pretreatment, if any, necessary in order that the waste will not adversely affect the collection system and/or the wastewater treatment facilities. The City will have the authority to properly control any waste discharged into its system by regulating the rate of any waste discharge, by requiring necessary equalization and/or pretreatment, and by excluding certain waste, if necessary, to protect the integrity of the system.

1. Customer Limitations: Pursuant to Section 386-12 under Article III of the City’s Code: No user shall contribute or cause to be contributed, directly or indirectly, any pollutant or wastewater which will interfere with the operation or performance of the Publicly Owned Treatment Works (“POTW”). These general prohibitions apply to all such users of a POTW, whether or not the user is subject to National Categorical Pretreatment Standards or any other national, state or local pretreatment standards or requirements. A user may not contribute the following substances to any POTW:
 - a. Any liquids, solids or gases which, by reason of their nature or quantity, are or may be sufficient, either alone or by interaction with other substances, to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the POTW. At no time shall two successive readings on an explosion hazard meter at the point of discharge into the system (or at any point in the system) be more than 5%, nor any single reading over 10%, of the lower explosive limit (LEL) of the meter. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides and any other substances which the City, the state or EPA has notified the user is a fire hazard or a hazard to the system;
 - b. Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater treatment facilities, such as, but not limited to, grease, garbage with particles greater than 1/2 inch in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, wastepaper, wood, plastics, gas, tar, asphalt residues, residues from refining or processing of fuel or lubrication oil, mud, or glass grinding or polishing wastes;
 - c. Any wastewater having a pH less than 6.5, or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, and/or personnel of the POTW;
 - d. Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment

process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the POTW, or to exceed the limitation set forth in a categorical pretreatment standard. A toxic pollutant shall include but not be limited to any pollutant identified pursuant to Section 307(a) of the Federal Water Pollution Control Act;

- e. Any noxious or malodorous liquids, gases, or solids which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair;
 - f. Any substance which may cause the POTW's effluent or any other product of the POTW, such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the POTW cause the POTW to be in noncompliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Act, any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or state criteria applicable to the sludge management method being used;
 - g. Any substance which will cause the POTW to violate its NPDES and/or residual disposal permit or the receiving water quality standards;
 - h. Any wastewater with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions;
 - i. Any wastewater having a temperature which will inhibit biological activity in the POTW treatment plant resulting in interference, but in no case wastewater with a temperature at the introduction into the POTW which exceeds 40° C. (104° F.);
 - j. Any pollutants, including oxygen-demanding pollutants (BOD, etc.), released at a flow rate and/or pollutant concentration which a user knows or has reason to know will cause interference to the POTW. In no case shall a sludge load have a flow rate or contain concentration or quantities of pollutants that exceed for any time period longer than 15 minutes more than five times the average twenty-four-hour concentration, quantities, or flow during normal operation;
 - k. Any wastewater containing any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Executive Director in compliance with applicable state and federal regulations; or
 - l. Any wastewater which causes a hazard to human life or creates a public nuisance;
2. City Limitations: The City will not be liable nor bound to increase wastewater treatment plant capacity and/or operations to accommodate [industrial or] commercial waste.
 3. Specific Dangers: In general, any waste will be considered harmful to the City wastewater system if it may cause any of the following damaging effects:

- a. chemical reaction either directly or indirectly with the materials of construction of the system in such a manner as to impair the strength or durability of the structures;
- b. mechanical action that will destroy the structures;
- c. restriction of the hydraulic capacity of the structures or system;
- d. restriction of the normal inspection or maintenance of the structures or system;
- e. danger to public health and safety; or
- f. obnoxious condition contrary to public interest

SECTION K – Privilege to Investigate / Right of Access

The City’s authorized representatives or agents of the City shall have the right to access and/or enter at all reasonable hours, the customer’s private property including the access to all parts of any premise connected to the system, for the purpose of examining and inspecting connections and fixtures, including the water and/or wastewater metering arrangement, or for disconnecting service for any proper cause. The inspections of premises will occur on a regular basis. The inspection of nonresidential customers may also occur at any hour the facility is in operation to aid in compliance monitoring.

SECTION L – Rule Variance

No employee of the City can vary these Rules and Regulations, and no authorized representatives, agent or employee of the City can bind it by any agreement or representation except when authorized in writing by the City.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**IN RE: APPLICATION OF THE CITY OF :
PITTSTON, PURSUANT TO 66 PA. C.S. § 1102(A), :
FOR A CERTIFICATE OF PUBLIC :
CONVENIENCE TO OFFER, FURNISH, RENDER, :
AND SUPPLY WASTEWATER SERVICE TO THE :
PUBLIC IN CERTAIN PORTIONS OF THE :
BOROUGH OF DURYEA, THE BOROUGH OF :
HUGHESTOWN, AND THE TOWNSHIP OF :
PITTSTON ALL IN LUZERNE COUNTY, :
PENNSYLVANIA :**

Docket No. A-2026-_____, *et al.*

**IN RE: FILING OF THE CITY OF PITTSTON :
UNDER SECTION 507 OF THE PENNSYLVANIA :
PUBLIC UTILITY CODE, 66 PA. C.S. § 507, OF :
THE APPROVAL OF CERTAIN AGREEMENTS :**

**DIRECT TESTIMONY OF
DAVID HINES, ON BEHALF OF
THE CITY OF PITTSTON**

CITY OF PITTSTON, LUZERNE COUNTY
DIRECT TESTIMONY OF DAVID HINES

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS FOR THE RECORD.**

2 **A.** My name is David Hines, and my business address is 35 Broad Street, Pittston, PA 18640.

3

4 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

5 **A.** I am employed by the City of Pittston (the “City”) as its Chief Financial Officer and
6 Director of Public Works and Fixed Assets.

7

8 **Q. PLEASE DESCRIBE YOUR PROFESSIONAL EDUCATION AND EXPERIENCE.**

9 **A.** I received my Bachelor of Science from Wilkes University and my Master of Public
10 Administration from Marywood University. I bring over 30 years of experience in every
11 aspect of municipal government administration. I have served in local elected office for a
12 home rule charter municipality, worked as a borough manager for a full-service local
13 government, and spent nearly 10 years as a deputy director in the state-level budget office
14 for the District of Columbia government in Washington. The CFO’s office manages the
15 City’s budgeting, financial reporting, fixed asset portfolio, debt service, treasury
16 operations, auditing, financial policies, and credit rating. The office provides timely,
17 accurate and impartial information to policy makers to assist in decision-making. In
18 addition to serving as CFO, I also presently oversee the city’s Department of Public Works
19 and am the inter-jurisdictional and inter-departmental coordinator of public infrastructure
20 projects, leveraging public, private and public utility funds to improve City roads and
21 utilities to improve public services. Other duties include managing the City’s regulations
22 for participation in the National Flood Insurance Program and compliance with the federal
23 MS4 stormwater management permit as well as coordination of the City’s comprehensive
24 residential recycling program.

CITY OF PITTSTON, LUZERNE COUNTY
DIRECT TESTIMONY OF DAVID HINES

1 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE PENNSYLVANIA**
2 **PUBLIC UTILITY COMMISSION?**

3 **A.** No, I have not previously testified before the Pennsylvania Public Utility Commission
4 ("Commission").

5
6 **Q. HAVE YOU IDENTIFIED EXTRA TERRITORIAL CUSTOMERS LOCATED**
7 **OUTSIDE OF THE GEOGRAPHIC BOUNDARY OF THE CITY?**

8 **A.** Yes. Part of my responsibilities includes working with Donald Totino ("Don"), the engineer
9 retained by the City. In reviewing all relevant records, maps and customer lists of the City's
10 combined stormwater and sanitary wastewater collection and conveyance system (the
11 "System") with Don, we confirmed that there are 604 customers located outside of the
12 City's geographic boundary. Only 22 customers (21 residential and 1 commercial) from
13 Duryea are receiving the City's wastewater services. The City serves 576 customers (558
14 residential and 18 commercial) in Hughestown. The City also serves 6 residential
15 dwellings in Pittston Township. The City does not anticipate any new extra territorial
16 customers in the future.

17 I have reviewed all available minutes and documents related to the System and was unable
18 to locate any evidence of how residents of the Boroughs of Hughestown and Duryea (the
19 "Boroughs") and the Township of Pittston became customers of the City. I also spoke to
20 our long-time former City Treasurer, Mr. Christopher Latona, prior to his death in office
21 last spring at age 96, and he stated that these customers had been connected to the City's
22 System for as long as he was involved and he was not aware of when the connections were
23 made. This was consistent with a statement made by Mr. Samuel Valenti, a prior Public

CITY OF PITTSTON, LUZERNE COUNTY
DIRECT TESTIMONY OF DAVID HINES

1 Works Department director with service to the City dating back to the 1970s whom I also
2 questioned on this matter.

3 It should be noted that because of the additional wastewater being conveyed through the
4 sewer mains of the City as a result of accepting the wastewater conveyed from the
5 Boroughs and the Township, the conveying sewer mains within the City have to be of larger
6 diameter and thus greater cost to the City involving increased monitoring and maintenance
7 costs, than if the mains were only transmitting wastewater generated by City customers.
8 All of the fees collected by the City are deposited into a segregated Special Purpose
9 Revenue Fund used exclusively for costs associated with the operation, maintenance,
10 repairs and debt service related to the City's System.

11
12 **Q. WHAT RATES ARE THE EXTRA TERRITORIAL CUSTOMERS CHARGED**
13 **AND HOW ARE THE CUSTOMERS BILLED?**

14 **A.** The City charges the extra territorial customers the same rates charged to the Applicant's
15 customers located in its geographical boundaries. The City currently bills its customers
16 quarterly at a rate of \$82.50 for 0 to 15,000 gallons; plus \$4.25 for each additional 1,000
17 gallons per quarter or fraction thereof per quarter over 15,000 gallons. Each quarterly bill
18 sent reflects actual water use for the prior quarter to ensure accuracy in billing so customers
19 are not presented with the challenge of estimated billings. For billing purposes, the City
20 determines the gallons of wastewater per customer based on the water usage number per
21 customer obtained from PAWC, which provides water to the City's customers.

22 One commercial customer in Duryea and 5 of the residential customers in Hughestown
23 until recently have not received bills from the City. After review of all available
24 information, the City has not been able to determine why some customers in the Boroughs

CITY OF PITTSTON, LUZERNE COUNTY
DIRECT TESTIMONY OF DAVID HINES

1 have not been billed. The City corrected this error beginning in December 2025. These
2 customers were sent the City's last quarterly bill at the same rate the City charges the
3 customers inside the City boundaries. The City has not and will not seek payment for bills
4 that were not sent in the past.

5
6 **Q. DOES THE CITY HAVE ANY BULK SERVICE AGREEMENTS WITH**
7 **CUSTOMERS OUTSIDE ITS BOUNDARIES?**

8 **A.** No. The City has tried to enter into negotiations for a bulk services agreement with
9 Hughestown over the last several years, however, Hughestown has been unresponsive until
10 recently after new elected officials were voted into office. The City has started negotiations
11 with the new Hughestown officials of a bulk services agreement with Hughestown that
12 would replace service directly to the individual customers.

13 The City is in the process of negotiating the following: (1) the Wastewater Conveyance
14 Agreement by and between the City of Pittston and Hughestown Borough (the
15 "Hughestown Agreement"); and (2) the Wastewater Conveyance Agreement by and
16 between the City of Pittston and Duryea Borough (the "Duryea Agreement" together with
17 the Hughestown Agreement, the "Agreements"). As the Agreements are still in the process
18 of being negotiated, *pro forma* versions of the Agreements are attached as Exhibits to the
19 City's Application.

20 Since the 6 residential customers in the Township of Pittston directly connect to the City-
21 owned assets, the City does not see a need to enter into a similar conveyance agreement
22 with the Township.

23

CITY OF PITTSTON, LUZERNE COUNTY
DIRECT TESTIMONY OF DAVID HINES

1 **Q. IS THE STATEMENT OF REVENUES AND EXPENSES ATTACHED TO THE**
2 **CITY’S APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE,**
3 ***NUNC PRO TUNC*, ACCURATE?**

4 **A.** Yes, I prepared that statement. However, it should be regarded as “unaudited and
5 unadjusted” until the city’s Independent Auditor completes the most recent annual
6 independent audit and financial statements.

7
8 **Q. DO YOU BELIEVE THERE IS AN ALTERNATIVE TO HAVING THE EXTRA**
9 **TERRITORIAL CUSTOMERS REMAIN PART OF THE CITY SEWER**
10 **SYSTEM?**

11 **A.** No, there is no realistic alternative. All of the extra territorial customers’ wastewater is
12 collected and conveyed to the nearest trunk lines owned by the Wyoming Valley Sanitary
13 Authority for treatment. Logistically, it would be exceedingly difficult, and financially, it
14 would be prohibitively expensive to move the connections and the lines.

15
16 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

17 **A.** Yes. However, I reserve the right to file additional testimony at a later date as may be
18 necessary or appropriate.

19
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24

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**IN RE: APPLICATION OF THE CITY
OF PITTSTON, *NUNC PRO TUNC*,
PURSUANT TO 66 PA. C.S. § 1102(A),
FOR A CERTIFICATE OF PUBLIC
CONVENIENCE TO OFFER,
FURNISH, RENDER, AND SUPPLY
WASTEWATER SERVICE TO THE
PUBLIC IN CERTAIN PORTIONS OF
THE BOROUGH OF DURYE, THE
BOROUGH OF HUGHESTOWN AND
PITTSTON TOWNSHIP, ALL IN
LUZERNE COUNTY,
PENNSYLVANIA**

DOCKET A-2026-

**IN RE: FILING OF THE CITY OF
PITTSTON UNDER SECTION 507 OF
THE PENNSYLVANIA PUBLIC
UTILITY CODE, 66 PA. C.S. § 507,
FOR THE APPROVAL OF CERTAIN
AGREEMENTS**

DOCKET U-2026-_____

VERIFICATION

I, David Hines, Chief Financial Officer of the City of Pittston, Pennsylvania, hereby state that the facts set forth 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 made herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Dated: _____

16 Apr 2026

David Hines

David Hines

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**IN RE: APPLICATION OF THE CITY OF :
PITTSTON, PURSUANT TO 66 PA. C.S. § 1102(A), :
FOR A CERTIFICATE OF PUBLIC :
CONVENIENCE TO OFFER, FURNISH, RENDER, :
AND SUPPLY WASTEWATER SERVICE TO THE :
PUBLIC IN CERTAIN PORTIONS OF THE :
BOROUGH OF DURYEA, THE BOROUGH OF :
HUGHESTOWN, AND THE TOWNSHIP OF :
PITTSTON ALL IN LUZERNE COUNTY, :
PENNSYLVANIA :**

Docket No. A-2026-_____, *et al.*

**IN RE: FILING OF THE CITY OF PITTSTON :
UNDER SECTION 507 OF THE PENNSYLVANIA :
PUBLIC UTILITY CODE, 66 PA. C.S. § 507, OF :
THE APPROVAL OF CERTAIN AGREEMENTS :**

**DIRECT TESTIMONY OF
DONALD TOTINO, ON BEHALF OF
THE CITY OF PITTSTON**

CITY OF PITTSTON, LUZERNE COUNTY
DIRECT TESTIMONY OF DONALD TOTINO

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS FOR THE RECORD.**

2 **A.** My name is Donald Totino, and my business address is 672 South River Street, Plains, PA
3 18705.

4

5 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

6 **A.** I am employed by Pennoni Associates, Inc. (“Pennoni”) as a Senior Project Manager.

7

8 **Q. PLEASE DESCRIBE PENNONI.**

9 **A.** Pennoni is an engineering and consulting firm with headquarters in Philadelphia,
10 Pennsylvania. Pennoni has 41 offices from Massachusetts to Florida and performs services
11 throughout the east coast. Pennoni engages in a wide variety of projects, including civil,
12 construction engineering, materials testing, geotechnical, mechanical, electrical, plumbing,
13 survey, transportation, structural, water resources, municipal engineering, environmental
14 compliance, and water/wastewater engineering. Pennoni has over 1200 full time employees
15 including engineers, scientists and project managers and has extensive knowledge in the
16 services listed above.

17

18 **Q. PLEASE DESCRIBE YOUR PROFESSIONAL EDUCATION AND EXPERIENCE.**

19 **A.** I received my Bachelor of Science from the Pennsylvania State University (“Penn State”),
20 University Park Campus. I am a licensed Professional Engineer in Pennsylvania.
21 Throughout my twenty-two (22) year career, I have performed professional services
22 involving civil engineering and transportation engineering. Through my work as a Project
23 Engineer for various municipalities throughout Pennsylvania, I have gained extensive
24 experience in designing, and reviewing engineering drawings for wastewater

CITY OF PITTSTON, LUZERNE COUNTY
DIRECT TESTIMONY OF DONALD TOTINO

1 collection/conveyance systems and stormwater collection/conveyance systems, updating
2 Act 537 Plans, and permitting. I am well versed in wastewater conveyance system design,
3 developing specifications, and overseeing and managing the construction of these projects.
4

5 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE PENNSYLVANIA PUBLIC**
6 **UTILITY COMMISSION?**

7 **A.** No, I have not previously testified before the Pennsylvania Public Utility Commission
8 (“Commission”).
9

10 **Q. PLEASE DESCRIBE THE NATURE OF YOUR PROFESSIONAL**
11 **RELATIONSHIP WITH THE CITY OF PITTSTON.**

12 **A.** I served as a Project Engineer for the City of Pittston (the “City”) while employed at Reilly
13 Associates from 2008 until 2018 and assisted on a variety of City specific projects from
14 2018 to the present while working for Barry Isett Associates and now Pennoni. Over the
15 last seventeen years, I have been involved in a variety of engineering projects for the City.
16 Most recently I completed the City’s Willow Lane sewer and stormwater improvement
17 project.
18

19 **Q. PLEASE DESCRIBE THE SYSTEM.**

20 **A.** The City owns and operates a combined stormwater and sanitary wastewater collection and
21 conveyance system (the “System”) that provides stormwater and sanitary wastewater
22 service to approximately 4,746 customers in and outside the City.
23

CITY OF PITTSTON, LUZERNE COUNTY
DIRECT TESTIMONY OF DONALD TOTINO

1 The System consists of approximately 116,397 linear feet of sewage collection/conveyance
2 piping, 632 manholes and inlets, zero linear feet of force mains, and no pumping stations.
3 The System also consists of sewer pipes constructed of various materials (plastic,
4 terracotta, metal and concrete) that range in size from 4 inches to 72 inches. The portion
5 of the System that services the extra territorial customers described below includes one
6 manhole located on North Main and Curry Streets in Borough of Duryea (“Duryea”), 3
7 manholes in the Borough of Hughestown (“Hughestown”) and zero manholes in the
8 Township of Pittston.

9

10 **Q. HAVE YOU IDENTIFIED EXTRA TERRITORIAL CUSTOMERS OF THE CITY**
11 **LOCATED OUTSIDE OF THE GEOGRAPHIC BOUNDARY OF THE CITY?**

12 **A.** Yes, part of my responsibilities include reviewing the System. As part of that review, I
13 confirmed that 604 customers are located outside of the City’s geographic boundary. Only
14 22 customers (21 residential and 1 commercial) from Duryea are receiving the City’s
15 wastewater services. The City serves 576 customers (558 residential and 18 commercial)
16 in Hughestown. The City also serves 6 residential dwellings in Pittston Township.

17

18 **Q. IS THE MAP OF THE APPLIED-FOR-TERRITORY ATTACHED TO THE CITY’S**
19 **APPLICATION FOR PUBLIC CONVEINCE, *NUNC PRO TUNC*, ACCURATE?**

20 **A.** Yes, I prepared that map after extensive due diligence.

21

22 **Q. DO YOU BELIEVE THERE IS AN ALTERNATIVE TO HAVING THE**
23 **EXTRATERRITORIAL CUSTOMERS REMAIN PART OF THE CITY SEWER**
24 **SYSTEM?**

CITY OF PITTSBURGH, LUZERNE COUNTY
DIRECT TESTIMONY OF DONALD TOTINO

1 A. No. The Wyoming Valley Sanitary Authority (“WVSA”) treatment plant is the closest—
2 and only practical—treatment facility available to these customers. Even if a theoretical
3 alternative connection to a WVSA main exists outside of the City’s System, constructing
4 such a connection would be prohibitively expensive and logistically infeasible.

5

6 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

7 A. Yes. However, I reserve the right to file additional testimony at a later date as may be
8 necessary or appropriate.

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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**IN RE: APPLICATION OF THE CITY
OF PITTSBURGH, *NUNC PRO TUNC*,
PURSUANT TO 66 PA. C.S. § 1102(A),
FOR A CERTIFICATE OF PUBLIC
CONVENIENCE TO OFFER,
FURNISH, RENDER, AND SUPPLY
WASTEWATER SERVICE TO THE
PUBLIC IN CERTAIN PORTIONS OF
THE BOROUGH OF DURNEY, THE
BOROUGH OF HUGHESTOWN AND
PITTSBURGH TOWNSHIP, ALL IN
LUZERNE COUNTY,
PENNSYLVANIA**

DOCKET A-2026-

**IN RE: FILING OF THE CITY OF
PITTSBURGH UNDER SECTION 507 OF
THE PENNSYLVANIA PUBLIC
UTILITY CODE, 66 PA. C.S. § 507,
FOR THE APPROVAL OF CERTAIN
AGREEMENTS**

DOCKET U-2026-_____

VERIFICATION

I, Donald Totino, P.E., Senior Project Manager for Pennoni Associates Inc. hereby state that the facts set forth 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 made herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Dated: 01/16/2026



Donald Totino, P.E.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**IN RE: APPLICATION OF THE CITY
OF PITTSBURGH, *NUNC PRO TUNC*,
PURSUANT TO 66 PA. C.S. § 1102(A),
FOR A CERTIFICATE OF PUBLIC
CONVENIENCE TO OFFER,
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DOCKET A-2026-

**IN RE: FILING OF THE CITY OF
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UTILITY CODE, 66 PA. C.S. § 507,
FOR THE APPROVAL OF CERTAIN
AGREEMENTS**

DOCKET U-2026-_____

CERTIFICATE OF SERVICE

I hereby certify that I have this date, January 16, 2026, served a true copy of the foregoing documents upon the participants, listed below, in accordance with the requirements of § 1.54 (relating to service by a participant).

Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
2nd Floor, Room N-201
Harrisburg, PA 17120
Via UPS, Next Day Air

NazAarah Sabree, Small Business Advocate
Office of Small Business Advocate
Department of Community and Economic
Development
Commerce Building, Suite 202
300 North Second Street
Harrisburg, PA 17101-1303
Via UPS, Next Day Air

Pennsylvania Department of Environmental
Protection Headquarters
400 Market Street
Harrisburg, PA 17101
Via UPS, Next Day Air

Joseph J. Buczynski, P.E., Regional Dir.
Pennsylvania Department of Environmental
Protection Northeast Regional Office
2 Public Square
Wilkes-Barre, PA 18701
Via UPS, Next Day Air

Darryl A. Lawrence, Esq.
Pennsylvania Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101-1923
Via UPS, Next Day Air

Allison C. Kaster, Esq., Director
Bureau of Investigation and Enforcement
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17105
Via UPS, Next Day Air

Luzerne County Planning Commission
Room 208
Penn Place Building
East Market and Pennsylvania Avenues
Wilkes-Barre, PA 18711
Via UPS, Next Day Air

Luzerne County Office of Law
Attn: Harry W. Skene, Esquire
Chief Solicitor
200 Old Train Station Road
Wilkes-Barre, PA 18702
Via UPS, Next Day Air

Mr. Paul Diskin, Director
Bureau of Technical Utility Services
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17105
Via UPS, Next Day Air

Mr. Andrew Reilly, CEO
Wyoming Valley Sanitary Authority
179 S. Wyoming Avenue
Kingston, PA 18704
Via UPS, Next Day Air

Lower Lackawanna Valley Sanitary Authority
302 Oak Street
Old Forge, PA 18518
Via UPS, Next Day Air

Lackawanna River Basin Sewer Authority
101 Boulevard Avenue
Throop, PA 18512
Via UPS, Next Day Air

Ms. Carolyn Santee
Duryea Borough Manager
315 Main Street
Duryea, PA 18642
Via UPS, Next Day Air

Mr. Joseph Jones
Hughestown Borough Manager
42 Center Street
Hughestown, PA 18640
Via UPS, Next Day Air

Mr. Kyle Rozitski, Administrator
Pittston Township
421 Broad Street
Pittston, PA 18640
Via UPS, Next Day Air

Pittston Township Sewer Authority
421 Broad Street
Pittston, PA 18640
Via UPS, Next Day Air

Dupont Borough
600 Chestnut Street
Dupont, PA 18641
Via UPS, Next Day Air

Avoca Borough
950 Main Street
Avoca, PA 18641
Via UPS, Next Day Air

Exeter Borough
1101 Wyoming Avenue
Exeter, PA 18643
Via UPS, Next Day Air

Yatesville Borough
33 Pittston Avenue
Yatesville, PA 18640
Via UPS, Next Day Air

Jenkins Township Sanitary Authority
46 ½ Main Street
Inkerman, Pittston, PA 18640
Via UPS, Next Day Air

Jenkins Township
46 ½ Main Street
Inkerman, Pittston, PA 18640
Via UPS, Next Day Air

/s/ Elizabeth Preate Havey
Elizabeth Preate Havey, Esquire
Counsel for the Applicant,
City of Pittston