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February 16, 2026

VIA EFILING

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Bldg.
400 North Street
Harrisburg, PA 17120

**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 NO. A-2026-3059911**

Dear Secretary Homsher:

Please find enclosed for filing the Petition to Intervene and Protest of the Wyoming Valley Sanitary Authority. If you have any questions or concerns, please feel free to contact me at the address listed above.

Very Truly Yours,

SALZMANN HUGHES, P.C.

/s/ Lee Stinnett

E. Lee Stinnett II

Enclosure

cc: Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re Application of the City of Pittston, <i>Nunc Pro Tunc</i> ,	:	
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	:	Docket No. A-2026-3059911
Pittston Township, all in Luzerne County, Pennsylvania	:	
	:	
In re: filing of the City of Pittston under Section 507	:	
of the Pennsylvania Public Utility Code, 66 Pa.C.S. § 507,	:	Docket No. U-_____
for the approval of certain agreements	:	
	:	

**PETITION TO INTERVENE AND PROTEST
OF THE WYOMING VALLEY SANITARY AUTHORITY**

Pursuant to 52 Pa. Code §§ 5.71 and 5.51, the Pennsylvania Public Utility Commission’s (“Commission”) notice published on January 31, 2026 in 56 Pa.B. 737, and the January 20, 2026 Secretarial Letter in the above-captioned matter, the Wyoming Valley Sanitary Authority (“WVSA”), a joint municipal authority organized under the Municipality Authorities Act, as amended, 53 Pa.C.S. §§ 5601-5623, hereby petitions to intervene in and protests the above-captioned proceeding. In support thereof, WVSA submits as follows:

1. The name and contact information of the Petitioner is:

Wyoming Valley Sanitary Authority
1000 Wilkes-Barre Street
Hanover Township, PA 18706

US Post Office Mailing Address:
PO Box 33A
Wilkes-Barre, PA 18703-1333

2. The names and contact information for WVSA’s counsel for receiving service of all documents in this proceeding are:

E. Lee Stinnett II, Esq.
Isaac P. Wakefield, Esq.
Luke X. Gibson, Esq.
Salzmann Hughes, P.C.
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WVSA agrees to accept electronic service to the attorneys listed above.

3. On January 16, 2026, the City of Pittston (“Pittston City”) filed this application, *nunc pro tunc*, seeking a certificate of public convenience to provide wastewater collection and conveyance services to portions of the Borough of Duryea, the Borough of Hughestown, and Pittston Township, as well as certificate of filing or approval of certain agreements pursuant to 66 Pa.C.S. § 507 (“Application”). This Application was prompted by Pittston City’s intended sale of its wastewater collection and conveyance assets to Pennsylvania-American Water Company (“PAWC”) pursuant to an Asset Purchase Agreement dated as of May 30, 2025. Contemporaneously with this Application, PAWC has filed a separate application seeking the Commission’s approval of the varied aspects of that proposed transaction at the Commission’s Docket No. A-2025-3056419.

4. Pursuant to Section 1103(a) of the Public Utility Code, the Commission shall grant a certificate of public convenience “only if the [C]ommission shall find or determine that the granting of such certificate is necessary or proper for the service, accommodation, convenience, or safety of the public.” 66 Pa.C.S. § 1103(a).

5. In granting a certificate of public convenience, Section 1103(a) of the Public Utility Code authorizes the Commission to “impose such conditions as it may deem to be just and

reasonable.” *Id.*

6. WVSA is a joint municipal authority that provides wastewater conveyance and treatment services to 36 municipalities and municipal authorities in Luzerne County, including Pittston City.

7. Pittston City is one of the 14 member municipalities that incorporated WVSA and, as a result, Pittston City holds a seat on WVSA’s governing Board of Directors.

8. Pittston City owns and operates a combined stormwater and sanitary sewer collection and conveyance system (the “System”) serving customers within Pittston City and certain other customers as outlined in the Application.

9. The System interconnects with WVSA’s intercepting/conveyance facilities and ultimately the wastewater conveyed from the System is treated by WVSA at the WVSA Wastewater Treatment Plant pursuant to the contractual relationships that were established in the 1960s.

10. WVSA and Pittston City are parties to a Service Agreement dated September 8, 1965, as amended by the Supplemental Service Agreement dated December 1, 1965 (together, the “Service Agreement”). A true and correct copy of the Service Agreement is attached as Exhibit A to Pittston City’s Application. The Service Agreement is the subject of Pittston City’s request under Section 507, 66 Pa.C.S. § 507.

11. The parties entered the Service Agreement in pursuit of a regionalized approach to financing, construction, and provision for the treatment and disposal of sewage because the cost of the same was too much for individual municipalities to bear.

12. The Service Agreement, together with nearly identical service agreements WVSA has with the other participating municipalities, is the foundational document for WVSA’s entire

service area and defines the relationship between and among WVSA and its member municipalities and participating municipalities.

13. Indeed, a primary purpose of the Service Agreement was to ensure Pittston City's commitment to regionalization and funding of the construction, operation, and maintenance of WVSA's treatment facilities alongside its fellow incorporating municipalities.

14. To that end, the Service Agreement's term is expressly made perpetual and is tied to WVSA's very existence. (Service Agreement, Part III, Section 4.)

15. Additionally, as long as the Service Agreement is in effect, Pittston City covenanted that it "will not use any other treatment facilities for sewage collected within [Pittston City]" and that it "will not compete with [WVSA's] facilities or permit any other agency to do so." (Service Agreement, Part I, Section 2.)

16. In addition to the Service Agreement, WVSA and Pittston City are also parties to an "Intergovernmental Cooperation Agreement for the Creation and Implementation of the Wyoming Valley Regional Stormwater Management Program" dated June 12, 2017 (the "Stormwater Agreement"). A true and correct copy of the Stormwater Agreement is attached hereto as Exhibit A and incorporated herein by reference.

17. The Stormwater Agreement is the product of a regional effort in stormwater management to, among other things, satisfy Pennsylvania Department of Environmental Protection (DEP) Municipal Separate Storm Sewer (MS4) permit requirements for 32 municipalities within WVSA's service territory.

18. The Stormwater Agreement reflects that Pittston City delegated authority to WVSA to engage in regional planning related to stormwater management and compliance as the administrator of the MS4 permit under the stormwater program.

19. WVSA has a similar stormwater agreement with the 32 municipalities that are member municipalities in WVSA's regional stormwater management program.

20. The Stormwater Agreement grants WVSA "the ongoing option to lease or purchase any and all BMP Projects and stormwater systems, both separate and combined sewer and stormwater systems, located within a Municipality's boundaries in existence prior to execution of this Agreement. Such purchases shall remain within WVSA's sole discretion and any purchase price shall be negotiated by the parties in good faith." (Stormwater Agreement, Sec. 4.C.)

21. Significant portions of Pittston City's sanitary collection System, approximately 60%-70%, are combined with its stormwater collection system. All of them are subject to the APA between Pittston City and Pennsylvania American Water Company discussed herein.

22. Pittston City and WVSA are also parties to an agreement entitled "Agreement Relating to Operation, Maintenance and Repair of the City of Pittston Sanitary Sewer Collection System" dated February 18, 2003 (the "2003 O&M Agreement"). A true and correct copy of the 2003 O&M Agreement is attached hereto as Exhibit B and is incorporated herein by reference.

23. Under the 2003 O&M Agreement, WVSA would provide periodic inspections, routine maintenance, and minor repair services for Pittston City's System ("O&M Services"), without charge, up to a maximum value of \$25,000.00 per year. Pittston City was required to reimburse WVSA for any O&M Services exceeding the \$25,000.00 annual cap.

24. The 2003 O&M Agreement also allowed WVSA to "participate monetarily in the amount of \$25,000 per year" for certain System projects.

25. Despite the magnitude of Pittston City's anticipated transaction with PAWC, the subject matter of this Application, and WVSA's contractual and practical entanglement with the same, WVSA was omitted from discussions and negotiations regarding these matters.

26. WVSA has no agreement, written or unwritten, with PAWC, objects to the APA, and protests Pittston City's instant Application for the reasons stated below, particularly to the extent the Application is exclusively intended to facilitate the transactions contemplated by the APA.

27. The Commission's regulations permit intervention where a person has an interest in the proceeding that "may be directly affected and which is not adequately represented by existing participants, and as to which the petitioner may be bound by the action of the Commission in the proceeding." 52 Pa. Code § 5.72(a)(2). The regulations also permit participation of the person where it is in the public interest. 52 Pa. Code § 5.72(a)(3). "Person" includes governmental entities, municipalities, or other political subdivisions. 52 Pa. Code § 1.8.

28. WVSA has standing to participate in this proceeding because WVSA has "[a]n interest which may be directly affected and which is not adequately represented by existing participants." Moreover, WVSA "may be bound by the action of the Commission in this proceeding." *Id.*

29. As a joint municipal authority that is the regional wastewater treatment provider and stormwater administrator subject to the above-noted web of intermunicipal agreements and shared obligations spanning decades, many of which will be affected by this proceeding and the matter at Docket No. A-2025-3056419, WVSA has a direct and substantial interest in the issues raised in this proceeding and, accordingly, seeks to intervene in this proceeding to protect those interests. WVSA's interests in this matter are unique from and not adequately represented by other parties that may seek to intervene or those that are presently parties to the proceeding.

30. Moreover, WVSA's participation is in the public interest because it seeks to ensure that appropriate agreements remain in place for the protection of WVSA, its member

municipalities, and their many ratepayers. WVSA is uniquely positioned to aid the Commission in the significance of arrangements regarding WVSA's service, including the applicable intergovernmental agreements.

31. Additionally, as noted further at length herein, WVSA claims an interest in portions of the System that Pittston City ultimately seeks to convey to PAWC, in which the instant proceeding is a mere initial step. And WVSA submits that Pittston City may not proceed in these matters without its consent, which WVSA has not given.

32. Finally, WVSA has the ability to serve ratepayers in the Borough of Hughestown, Borough of Duryea, and Pittston Township directly with collection, conveyance, and treatment services. WVSA is presently exploring this option with one or more of those municipalities and contends that doing so will serve those ratepayers with more favorable/lower rates compared to those PAWC will provide.

33. Respectfully, WVSA clearly satisfies the Commission's standards for participation in this proceeding.

PROTEST

34. WVSA protests Pittston City's Application for a number of reasons as follows.

35. Pittston City's Application and its anticipated sale to PAWC undermine the existing regionalized approach to wastewater management in the area. Presently, the subject entities operate pursuant to a cohesive set of intermunicipal agreements and relationships, including for wastewater treatment afforded by WVSA, a jointly established municipal authority. The Application is inconsistent with that approach and will only balkanize the system, with Pittston City acquiescing to the status of a regulated utility and then conveying its assets to PAWC, which owns no other collection or conveyance assets in adjacent communities.

36. Pittston City also fabricates a sense of dread, claiming that “[d]isapproval of this Application will require Pittston to cease providing service to these extraterritorial customers, leaving approximately 600 residences and businesses without wastewater collection and conveyance services.” No party, however, is forcing Pittston City to voluntarily submit to the Commission’s jurisdiction as a regulated utility. Rather, it is Pittston City who is attempting to force its neighboring communities to share its financial problems. Indeed, upon information and belief, Pittston City desires to avoid increasing taxes on its residents in 2027, which is needed to satisfy increases in its (planned, foreseen and covenanted) debt service payments for economic development and the loss of further borrowing ability. To avoid the prospect of raising taxes, Pittston City seems intent on contracting with the Borough of Hughestown, Borough of Duryea, and Pittston Township for higher sewer rates.

37. Indeed, alternatives exist for Pittston City, including to continue providing service under the status quo unless or until required to seek Commission approval, to seek a declaratory order from the Commission that its service is not jurisdictional, or to enter into bulk agreements with its existing intermunicipal partners in a manner beneficial to all. Pittston City has chosen none of these alternatives because its exclusive goal is to enrich itself through the sale of the System to PAWC, rather than pursue any real public benefit. There is also no evidence that customers in the Applied-For Service Territory would benefit from the “protection of the Code and Commission oversight” as Pittston City avers.

38. In its Application, Pittston City avers that, “no corporation, partnership, or individual is furnishing or has corporate or franchise rights to furnish similar service . . . and no competitive condition will be created.” Pittston City provides testimony that “[e]ven if a theoretical alternative connection to a WVSA main exists outside of the City’s System,

constructing such a connection would be prohibitively expensive and logistically infeasible.” (Application at p. 8; Application, Direct Testimony of Totino at p. 4.)

39. Contrary to Pittston City’s averments, WVSA’s provision of service directly to the Borough of Hughestown, Borough of Duryea, and Pittston Township is feasible, would offer a greater public benefit than Pittston City’s Application, and is presently being explored by WVSA. Such an approach would be done in a way that furthers the goal of regionalization in the area and may be accomplished in a more cost-effective manner. Moreover, WVSA can do so without inflicting upon its ratepayers the financial burden associated with the \$26,440,000.00 purchase price that PAWC will pay to Pittston City under the APA.

40. Additionally, while Pittston City seeks approval of the Service Agreement as part of the Application, Pittston City ignores several other enforceable agreements it has in place with WVSA that relate to or affect the System including the Stormwater Agreement and the 2003 O&M Agreement. Pittston City has not sought approval of those agreements pursuant to 66 Pa.C.S. § 507, which WVSA protests in any event.

41. Finally, Pittston City does not have full legal right or title to the System and, accordingly, lacks the clear legal ability to convey it to PAWC, which this Application is a fundamental step toward accomplishing. Due to the existence of the Service Agreement, the Stormwater Agreement, and the 2003 O&M Agreement, Pittston City is not authorized to pursue the relief requested in the Application or the APA without WVSA’s consent. This is particularly true given that the WVSA has an interest in the System in the form of the option to purchase the combined portion of the System under the Stormwater Agreement at any time. Moreover, those subject agreements are not assignable, which is a required element of facilitating the APA transaction. Neither Pittston City nor PAWC have sought consent or approval from any municipal

partner, much less WWSA, prior to execution of the APA or filing this Application. At the very least, a new agreement with WWSA is necessary to account for the complexities and modified relationships between and among these parties prior to Commission approval of any aspect of Pittston City and PAWC's proposed sale.

42. To WWSA's knowledge, information, and belief, no affected municipality has entered a contract with PAWC regarding the sale of the system, the service(s) to be provided in the event the sale is consummated, or any aspect of this Application Nunc Pro Tunc to serve extraterritorial customers. And, moreover, no affected municipality has consented to the flawed asset purchase or either Pittston City's or PAWC's invocation of the various processes to accomplish the same before the Commission. WWSA expressly does not consent and hereby protests the Application and, as administrator of the stormwater program, WWSA cannot waive its rights with respect to the future acquisition of combined sewer assets in Pittston City, or in any other participating municipality in the stormwater program.

43. Pittston City has attached only pro forma "bulk" agreements to be executed by the Borough of Duryea, Borough of Hughestown, and Pittston Township, asking that those pro forma agreements be approved. Those agreements have not been approved or executed by any purported counterparty and Pittston City has failed to aver that there is any agreement to the material terms as presented therein. Consequently, Pittston City asks the Commission to make hypothetical rulings on agreements and transactions on which there is no agreement on any material term and no consent of any counterparty. Pittston City should not be enabled to force the Borough of Hughestown, Borough of Duryea, and Pittston Township into bulk service agreements through this proceeding, particularly not without the consent of the regional joint authority that provides treatment across the entire service territory, that is, WWSA. There is no public benefit in the

Commission allowing that to occur.

44. In summary, and without limitation, WVSA protests the Application for the following reasons:

- A. The Application and Pittston City's intended sale to PAWC violates the Commission's policy favoring regionalization.
- B. The Application and Pittston City's intended sale to PAWC will not provide an affirmative benefit to the public. Rather, it will be detrimental to the public, including ratepayers within WVSA's treatment service territory and PAWC's existing ratepayers across its system.
- C. The Application and Pittston City's intended sale to PAWC disregard the ability of WVSA, the joint authority and regional wastewater provider, to offer direct service in the Borough of Hughestown, Borough of Duryea, and Pittston Township in a manner that is more cost-effective and furthers the goal of regionalization in the area.
- D. The service subject to the instant Application and Pittston City's intended sale to PAWC affect several existing agreements between Pittston City and WVSA, as explained above. Pittston City has failed to account for all of them as part of its Application and, in any case, is attempting to assign those contractual obligations and liabilities in a manner that it is not permitted to do without WVSA's consent.

45. WVSA timely submits the instant Petition in accordance with the February 16, 2026, deadline for filing formal protests and petitions to intervene set by the Commission.

46. WVSA reserves the right to refine its position upon consideration of the testimony

and discovery submitted going forward.

WHEREFORE, WVSA respectfully requests that the Commission grant its Petition to Intervene and Protest, and deny Pittston City's Application. WVSA further requests that the Commission reject Pittston City's request for expedited review of this Application and instead fully investigate the matter and hold hearings as appropriate.

Respectfully submitted,

SALZMANN HUGHES, P.C.

Date: February 16, 2026

By: /s/ Lee Stinnett

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EXHIBIT A
Intergovernmental Cooperation Agreement for the Creation and Implementation of the
Wyoming Valley Regional Stormwater Management Program

**INTERGOVERNMENTAL COOPERATION AGREEMENT FOR THE CREATION
AND IMPLEMENTATION OF THE WYOMING VALLEY REGIONAL
STORMWATER MANAGEMENT PROGRAM**

THIS AGREEMENT is made this 12TH day of JUNE, 2017, by and among the Wyoming Valley Sanitary Authority (“WVSA”) and all of the municipalities executing this Intergovernmental Cooperation Agreement (“Municipalities”) for the implementation of a regional stormwater management program to benefit the Wyoming Valley Region (the “Agreement”) (collectively, the parties will sometimes be referred to as the “Participants” or “Parties”).

This Intergovernmental Cooperation Agreement is authorized and required pursuant to applicable law including, but not limited to, 53 Pa.C.S.A. § 2301, *et seq.*

RECITALS

WHEREAS, Municipalities that hold a Pennsylvania Department of Environmental Protection (“DEP”) MS4 Permit (regarding stormwater discharges) within the Chesapeake Bay watershed are required to prepare and implement a Chesapeake Bay Pollutant Reduction Plan (“CBPRP”); and

WHEREAS, WVSA is leading the Municipalities through the process of developing a Regional CBPRP and watershed-based pollutant reduction plans (the “Regional Plans”), as an alternative to each of the local government units developing their own plans; and

WHEREAS, certain Best Management Practices (“BMP”) are designed to control stormwater and improve water quality, and are required to be implemented as part of a pollutant reduction plan; and

WHEREAS, Municipalities are required to comply with certain stormwater related Minimum Control Measures (“MCM”) as mandated by law; and

WHEREAS, BMPs or BMP Projects and MCM work require capital expenditures, in some cases, significant capital expenditures; and

WHEREAS, Participants desire to cooperate to effectuate the cost effective installation, operation, and maintenance of BMPs and MCM work in order to accomplish annual reduction(s) of nitrogen, phosphorous and sediment discharges into surface waters in Luzerne County; and

WHEREAS, Municipalities desire that WVSA will initially serve as the regional “MS4 Permit Administrator” and will engage in stormwater management including facilitating the development and implementation of the Regional Plans, along with the creation, operation, and maintenance of BMPs on behalf of the Participants as more specifically set forth herein; and

WHEREAS, as set forth in this Agreement, all Municipalities shall share in the cost to develop and implement the Regional Plans through one-time financial contributions as set forth in this Agreement; and

WHEREAS, WWSA shall, on behalf of the Municipalities, develop new stormwater and water quality Best Management Practices Projects, including stormwater infrastructure construction and improvements, (individually referred to as a “BMP Project” or collectively “BMP Projects”) identified in the Regional Plans and will fund the cost of doing so, along with related MS4 Permit administration costs, through imposition of reasonable and uniform rates on ratepayers located within the Municipalities; and

WHEREAS, the Municipalities desire that WWSA shall, on their behalf, carry out certain appropriate MCMs at a regional level as specified in Appendix A; and

WHEREAS, Municipalities that hold an MS4 Permit may be able to report the pollutant reductions achieved by construction of the BMP Projects that WWSA undertakes on behalf of the Municipalities. Such pollutant reductions may be reported in each Municipality’s MS4 Annual Status Report to DEP in accordance with the approved Regional Plans.; and

WHEREAS, the content of the Regional Plans, including BMP Project selection and the level of funding for each BMP Project and associated regional stormwater management program efforts, shall be determined as set forth herein; and

WHEREAS, over the course of the 2018 MS4 Permit term, the Parties shall determine whether WWSA will become an MS4 Co-Permittee and take on additional regional stormwater management program functions; and

WHEREAS, the purpose of this Agreement is to set forth the agreement of Participants as to how, *inter alia*, the Participants will cooperate to create and revise the Regional Plans, manage BMP Projects through WWSA service territory, interact with the regulatory agencies regarding MS4 permit requirements, how the Regional Plans will be implemented, and the obligations of each Municipality and WWSA; and

WHEREAS, the Participants agree and acknowledge that nothing in this Agreement, nor the resultant actions herefrom, shall prohibit, prevent, or interfere with any Participant’s ability to comply with applicable Pennsylvania law and regulation, Federal law and regulation, applicable regulatory agency rules and policies, permit requirements, DEP directives, or United States Environmental Protection Agency directives, and local ordinances; and

WHEREAS, all Municipalities shall adopt an Ordinance approving this Agreement to effectuate their participation and return the fully executed Ordinance and this Agreement executed by the appropriate and authorized official(s) of the Municipality, along with a check made payable to the Wyoming Valley Sanitary Authority as provided for in Section 7 (A)(i) below, to William T. Finnegan, Jr., Esquire, 575 Pierce Street, Suite 500, Kingston, PA 18704, no later than July 14, 2017. In addition, Member Municipalities, only, shall also adopt an Ordinance approving amendments to the WWSA Articles of Incorporation and send that fully executed Ordinance to Attorney Finnegan along with the fully executed Agreement, Ordinance and check referenced above. Failure to meet this deadline may preclude the Municipality from participating in the regional stormwater management program and make the Municipality fully responsible for all applicable stormwater compliance mandates.

NOW, THEREFORE, the Participants hereto, in consideration of the mutual promises, covenants, and undertakings herein contained, each binding itself and representing that it has proper legal authority to enter into this Agreement, and intending to be legally bound, agree as follows:

1. **Recitals.** All of the Recitals hereto are incorporated herein by reference as if fully set forth at length.

2. **Guiding Principle.** The Participants have a mutual interest in working together in a cooperative manner to implement Regional Plans that identify and fund cost effective BMP Projects to reduce the annual amount of nitrogen, phosphorous and sediment entering impaired and non-impaired surface waters in Luzerne County, Pennsylvania as efficiently as possible and to work together in a cooperative manner to achieve the objectives set forth in this Agreement.

3. **Organization.** The Municipalities agree that WWSA shall be responsible for coordinating the development and implementation of the Regional Plans and the creation, operation, and maintenance of BMP Projects, and MCMs as further set forth in this Agreement.

4. **WWSA Functions, Powers and Responsibilities.** Among other things, WWSA shall be exclusively responsible for the following tasks and the Municipalities delegate such functions, powers, and responsibilities exclusively to WWSA:

A. MS4 Permit Administrator:

i. Regional Plans

1. Prepare and make available to all Municipalities minutes from all WWSA meetings, where required, related to the Regional Plans, BMP Projects, and other material matters contemplated by this Agreement.
2. Arrange, plan, and coordinate all meetings and/or conference calls regarding the Regional Plans, stormwater BMP Projects or MCMs as deemed necessary by WWSA.
3. Prepare the Regional Plans, and any and all drafts, revisions, updates, or other amendments to the same.
4. Administer and implement the Regional Plans and conduct a review of the Regional Plans as deemed administratively necessary or otherwise required by law.
5. Oversee, supervise, and administer BMP Projects, including ensuring that BMP Projects are constructed as approved by WWSA.
6. Approve for payment and pay appropriate invoices submitted for BMP Projects.

7. Provide supplemental information as necessary for each Municipality to submit its MS4 Annual Status Report.
 8. Manage and administer all stormwater related funds including, but not limited to, Municipality contributions, ratepayer funds, grant monies, or any other similar funds of WVSA related to the Regional Plans, BMP Projects, and MCM work.
 9. Prepare or cause to be prepared an annual Financial Report of WVSA funds and all expenditures related to the Regional Plans, BMP Projects, and MCM work.
 10. WVSA shall be responsible for the implementation of new BMP Projects (including, but not limited to, design, permitting, construction, operation, monitoring, and maintenance). WVSA may contractually transfer such obligations for design, construction, operation and maintenance, and monitoring to qualified third parties, but WVSA shall remain responsible to ensure that the contracted third parties are performing the required tasks satisfactorily.
 11. WVSA shall maintain the BMP Project documentation in accordance with applicable law and regulations and shall provide copies of the same and updates to Municipalities upon request as more specifically set forth herein.
 12. WVSA agrees to develop and implement reasonable and uniform rates and rules and regulations in accordance with the Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.*, with respect to the planning, creation, and implementation of the Regional Plans, BMP Projects, and MCM work contemplated by this Agreement.
- ii. MCMs
1. Delegation of responsibility for implementation of MCMs shall be governed by Appendix A, which may be amended from time to time. (Note: The WVSA consulting engineers are developing this Appendix and it will be provided to all Municipalities through their Managers at the next meeting scheduled for April 27 at WVSA.)
- iii. Miscellaneous
1. WVSA shall ensure that all applicable notice requirements are satisfied and advertisements are drafted and published as required by applicable laws, including, but not limited to, the Pennsylvania Sunshine Act.

2. WWSA shall retain all records, as that term is defined by the Pennsylvania Right-to-Know Law, for the time period required by applicable law but not less than six (6) years. Such records related to the Regional Plans and the activities undertaken pursuant to this Agreement shall be available for review and copying by any Municipality at WWSA offices, upon submission of written request no less than five (5) business days prior to the desired date of review. WWSA may waive the requirement for written request in its discretion.
3. WWSA shall undertake other actions that may be necessary or convenient to implement the provisions and intent of this Agreement.
4. WWSA shall perform its obligations and duties under this Agreement in a competent and business-like manner and shall exercise due care, diligence, and control in connection with costs, fees, and expenses related to such performance so that the ratepayers that it serves will receive the benefits accruing from proper and efficient implementation of the Regional Plans, operation and maintenance of BMP Projects, and providing MCM work contemplated by this Agreement.

B. MS4 Co-Permittee

- i. WWSA may assume the role of MS4 Co-Permittee by joint application of the parties to DEP. The roles and responsibilities of the Parties shall be determined at the time of application and pursuant to the then current MS4 Permit requirements.

C. Asset Transfer

- i. The Municipalities agree that WWSA shall have the ongoing option to lease or purchase any and all BMP Projects and stormwater systems, both separate and combined sewer and stormwater systems, located within a Municipality's boundaries in existence prior to execution of this Agreement. Such purchases shall remain within WWSA's sole discretion and any purchase price shall be negotiated by the parties in good faith.

5. Municipality Functions, Powers and Responsibilities. The Municipalities' functions, powers and responsibilities shall be as follows:

- A. Member Municipalities of WWSA agree to cooperate in and take all steps necessary to facilitate the filing of an amendment to WWSA's articles of incorporation authorizing WWSA to acquire, hold, construct, improve, maintain, operate, and own stormwater systems or parts thereof including the planning, management, and implementation of stormwater systems and take all other actions necessary to effectuate the regional stormwater management program and Regional Plans. Member Municipalities of the WWSA further agree to cooperate in and take all steps necessary to facilitate

the filing of an amendment to WVSA's articles of incorporation to extend the life of WVSA for fifty (50) years.

- B. Municipalities agree to act in good faith and to cooperate in all reasonable respects with WVSA so that WVSA may perform the obligations and duties assumed and undertaken under and by virtue of this Agreement in a proper and satisfactory manner.
- C. Municipalities agree to take any and all legislative or other acts necessary to implement the purposes of this Agreement.
- D. Municipalities shall perform their obligations and duties under this Agreement in a competent and business-like manner and shall exercise due care, diligence, and control in connection with costs, fees, and expenses related to such performance so that the ratepayers that WVSA serves will receive the benefits accruing from proper and efficient implementation of the Regional Plans, operation and maintenance of BMP Projects and work related to covered MCMs.
- E. Municipalities agree and consent to the placement, ownership, continued operation, and ongoing maintenance of new BMP Projects by WVSA within their municipal borders consistent with this Agreement and the Regional Plans. If necessary, Municipalities agree to cooperate fully with WVSA in obtaining any real property necessary for the placement, ownership, operation, and maintenance of BMP projects including the use of eminent domain pursuant to the Eminent Domain Code, 26 Pa.C.S.A. § 101, *et seq.*
- F. Municipalities agree to continue the operation and maintenance with respect to any and all existing BMPs created before the formation and implementation of this Agreement. All aspects of said operation and maintenance, including all administrative and document related tasks, shall be solely the Municipality's responsibility, to be performed at the Municipality's sole cost and expense. The Parties may, upon mutual agreement, elect to transfer responsibility for operation and maintenance, including all associated administrative functions, of existing BMPs to WVSA. Unless otherwise agreed upon, WVSA shall be responsible only for the operation and maintenance of new BMP Projects created subsequent to the effective date of this Agreement consistent with the Regional Plans.
- G. Municipalities shall maintain the appropriate documentation relating to existing BMP operation and maintenance and shall provide copies of the same and updates to WVSA upon request as more specifically set forth herein.

- H. Municipalities shall timely submit MS4 Annual Status Reports as required by existing law and regulations. Each Municipality shall, contemporaneously upon submission to DEP, provide to WVSA a digital or hard copy of the Municipality's MS4 Annual Status Report.
- I. Municipalities agree to provide to WVSA for its review any land development plans and applications for stormwater permits received by the Municipality and required by the Municipalities Planning Code, 53 P.S. § 10101, *et seq.*, that may impact the Regional Plans or BMP Projects in any way.
- J. Municipalities agree to cooperate fully in WVSA's acquisition of any easements necessitated by WVSA's administration of this Agreement and its creation, operation, and maintenance of any BMP Project or other function covered by this Agreement.
- K. Municipalities shall cooperate in any application by WVSA for grants or other funding that can be used to fund the Regional Plans' implementation and/or the actions and activities undertaken pursuant to this Agreement or the Regional Plans. Municipalities agree to serve as a guarantor, if deemed necessary by WVSA to secure financing or favorable terms, on any debt necessary to fund the Regional Plans or regional stormwater management program.

6. Enforcement Actions. If any compliance or enforcement action (including the pursuit of a civil penalty, issuance of an Notice of Violation ("NOV"), Order, or any other compliance notice or action) is initiated by either the Commonwealth of Pennsylvania or the Federal Government in any way related to the Regional Plans or implementation actions and activities undertaken pursuant to this Agreement and the relevant Municipality permit requirements, WVSA shall, in its sole discretion, discuss the enforcement action, whether any one or more Municipalities are responsible for the alleged violation(s), and determine what WVSA's response action(s) shall be. Where an act of malfeasance, misfeasance, negligence, or other misconduct of a Municipality results in the Municipality or WVSA incurring a civil penalty, issuance of an NOV or other compliance action, a fine, or a damages award of any kind, or other breach of the terms of this Agreement the responsible Municipality, as determined by WVSA, shall indemnify and hold harmless WVSA with respect thereto. Municipality may be further subject to a surcharge of up to \$1,000.00 per day until the condition from which the fine arose is remedied. Where WVSA becomes aware of a potential compliance issue or question, WVSA shall send written notice to all relevant Municipalities within three (3) business days, which notice shall include any and all correspondence (including hard, electronic, or telephone call notes/summary) from or with a regulatory entity (including, but not limited to, a County Conservation District, DEP, the United States Environmental Protection Agency, Federal Emergency Management Agency, Pennsylvania Emergency Management Agency, and U.S. Army Corps of Engineers). WVSA shall convene a special meeting in accordance with applicable law, and within

ten (10) calendar days of issuance of the notice referenced herein, in an effort to resolve the dispute. In the event WVSA and Municipality are unable to resolve the dispute, WVSA may unilaterally terminate the Agreement as to any Municipality. Where this occurs, the terminated Municipality(s) contribution(s) to date shall be retained by WVSA in its Stormwater Account and is thereby forfeited by the terminated Municipality(s). Furthermore, any BMP Projects installed within the terminated Municipality's boundaries remain the property and responsibility of WVSA and any associated pollutant reductions may only be attributable to WVSA and compliant Municipalities. The terminated Municipality, however, remains liable for a pro rata share of any outstanding debt service related to the regional stormwater management program.

7. **Financing of Regional Plans Development, BMP Projects, and MCM work.**

A. The following contributions shall be made by Municipalities:

- i. Initial Contribution. On the date of execution of this Agreement, each Municipality shall contribute the sum of \$3,000.00, payable to WVSA, for purposes of financing the development and implementation of the Regional Plans ("Initial Contribution"). The Initial Contribution shall be included with the fully executed copy of this Agreement no later than July 14, 2017.
- ii. Subsequent Participation (i.e. "opt in"). WVSA shall develop a separate policy with the input of all Municipalities regarding the contribution required to be made by any local government jurisdiction that chooses to opt in/execute this Agreement after the Effective Date. Any Subsequent Participation shall, however, contribute a one-time payment in an amount not less than the amount of any administrative costs and expenses occasioned on WVSA by virtue of the Subsequent Participant's opt in (i.e., a "Plan Revision Fee"). Any initial contribution required of a Subsequent Participant shall not reduce the other Participants' Initial Contribution or entitle any Participant to a refund of the same.

B. Rates.

- i. For the purposes of funding and covering the costs of all MS4 Permit Administration undertaken pursuant to this Agreement, implementation of the Regional Plans and agreed upon MCM work, WVSA shall charge reasonable and uniform rates to all ratepayers within each Municipality's borders. WVSA agrees to develop and implement reasonable and uniform rates and rules and regulations in accordance with the Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.* with respect to the planning, creation, and

implementation of the Regional Plans, BMP Projects, and MCM work contemplated by this Agreement.

- ii. WWSA shall be exclusively responsible for collecting amounts due from ratepayers. Municipalities shall, however, cooperate in the imposition and collection of the reasonable and uniform rates imposed by WWSA, and in any actions to enforce or cause to be enforced payment of such rates.

C. Accounting

- i. WWSA Stormwater Account. WWSA shall establish a separate account (the “WWSA Stormwater Account”) for the deposit of all funds related to or contemplated by this Agreement, including the Municipality’s Initial Contributions and all other revenues received by the WWSA from whatever source.
- ii. The Initial Contribution shall be accounted for in the WWSA Stormwater Account in a separate and dedicated fund and shall be used solely for reimbursement for eligible WWSA administrative costs and expenses related to development and implementation of the Regional Plans.
- iii. Any and all other revenues that may be acquired or used by WWSA related to stormwater management, including, but not limited to, rates, grants, loans, or donated funds shall be accounted for separately from the Participant’s Initial Contribution. Said funds shall be used for the development and implementation of BMP Projects and MCMs identified in the Regional Plans.
- iv. Administration of these funds to pay for proper expenses under this Agreement shall be the responsibility of WWSA.

8. Effective Date.

- A. The Effective Date of this Agreement shall be July 14, 2017. It is the intent of the Participants that their cooperative efforts, including the conduct of meetings authorized or required by this Agreement, shall commence as of July 14, 2017, regardless of when each Participant executes the Agreement or passes an Authorizing Ordinance. It is anticipated that all Municipalities will have properly adopted their Ordinances such that the effective dates, as provided by applicable law, of the Ordinances will be not later than July 14, 2017.
- B. This Agreement shall become effective as to each Participant upon execution and, where applicable, adoption of an Authorizing Ordinance and execution of this Agreement.

9. **Term.** Subject to the covenants and conditions set forth herein, the term of this Agreement shall be perpetual, beginning on the Effective Date, unless earlier terminated by mutual written consent of all the Parties hereto and following the payment and discharge of all debts incurred by WWSA related to any BMP Project in accordance with this Agreement. WWSA may periodically accept and consider comments or concerns from any Municipality related to this Agreement or the Plans.

10. **Termination and Wind-Up.** In the event of termination of this Agreement by mutual agreement, any funds remaining in the WWSA Stormwater Account, subject to any offsets necessary to retire any outstanding debt related to the regional stormwater management program, shall be returned to those Municipalities who remain participants in this Agreement at the time of termination based upon the percentage of revenue collected from ratepayers residing within the Municipality's boundaries as of the date of termination. In the event funds remaining in the WWSA Stormwater Account are insufficient to retire any outstanding debt related to the regional stormwater management program, Municipalities agree that WWSA may continue to charge rates in an amount sufficient and for as long as necessary to cover debt service and other costs related to the regional stormwater management program. Any funds remaining after any outstanding debt service and other costs are paid shall be disbursed to the Municipalities remaining on the date of Termination no more than one hundred twenty (120) days after the date of Termination.

11. **Authorization.** Participants certify that they are authorized to enter into and execute this Agreement in the exercise and/or performance of their governmental functions, powers, or responsibilities. Participants further certify that they are not the subject of any pending lawsuits, regulatory fines, consent decrees, or other similar sanction of whatever kind related to stormwater, including but not limited to stormwater BMPs and MCM's, located within the Participants' municipal boundaries. Municipality shall undertake best efforts to resolve any and all such lawsuits, fines, consent decrees, or similar sanctions prior to that Municipality's execution of this Agreement. In the event a Municipality is unable to resolve such lawsuits, fines, consent decrees, or similar sanctions prior to execution of this Agreement, the Municipality agrees to fully indemnify and defend WWSA from any associated damages and liability.

12. **Applicable Law.** The Participants agree and affirm that Pennsylvania law applies to this Agreement and all matters covered by and addressed by this Agreement. It is acknowledged and agreed that the sole and exclusive jurisdiction and venue for any dispute relating to any matter covered by this Agreement, and/or regarding any dispute over the enforcement or interpretation of this Agreement, shall rest with the Luzerne County Court of Common Pleas. The Participants hereby submit to the exclusive jurisdiction of that Court.

13. **Integration.** This Agreement contains the entire agreement between the Participants. There are no understandings or agreements, verbal or otherwise, in relation hereto, except those expressly and specifically set forth herein. The Participants have not relied upon any statement, projection, disclosure, report, information or any other representation or warranty except for those as may be specifically and expressly set forth in this Agreement.

14. **No Oral Modification.** This Agreement may not be modified except in writing executed by all Participants. This Agreement shall be amended only in writing, by duly authorized

representatives of all Participants, and such revision(s) must be approved by official action of each Participant jurisdiction, and as required by any applicable law of the Commonwealth.

15. Severability. No determination by any court, governmental body, arbitration, or other judicial body, that any provision of this Agreement or any amendment that may be created hereto, is invalid or unenforceable in any instance shall affect the validity or enforceability of any other provision of the Agreement or applicable amendment. Each provision shall be valid and enforceable to the fullest extent permitted by applicable law, and shall be construed where and whenever possible as being consistent with applicable law.

16. Representation by Counsel. This Agreement has been negotiated by the Participants through their respective legal counsel and embodies terms that were arrived at through mutual negotiation and joint effort, and the Participants shall be considered to have contributed equally to the preparation of this Agreement. The Participants warrant and represent that the terms and conditions of this Agreement have been discussed and negotiated between them, and their respective counsel, and are voluntarily and knowingly accepted for the purpose of making a full and final compromise between the Participants, as referenced herein. The Participants further acknowledge that they understand the facts and their respective legal rights and obligations pursuant to this Agreement.

17. Counterparts. This Agreement may be executed in counterparts, each of which will be an original, and all of which taken together shall constitute one and the same instrument.

18. Execution by Facsimile or Electronic Scanning. Delivery of an executed counterpart of this Agreement by facsimile, or by electronically scanning and e-mailing an executed counterpart signature page, while not specifically required, will be acknowledged by the Participants as being equally as effective as delivery of a manually executed counterpart of this Agreement. The use of a signature page received by facsimile, or through an electronic scan and e-mail, shall not affect the validity, enforceability, or binding effect of this Agreement.

19. Fees and Costs. Unless otherwise expressly stated herein, the Participants agree to bear their own fees and costs in connection with or incurred related to the matters between them, and relating to this Agreement.

20. Signatures. The Participants hereto, and the undersigned individuals and/or representatives, represent and warrant that they have the authority to enter into this Agreement and be legally bound hereby.

IN WITNESS WHEREOF, the Participants hereto have caused this Intergovernmental Cooperation Agreement for the Implementation of the WVSA Regional Stormwater Management Program to be executed and effective on July 14, 2017.

20. **Signatures.** The Participants hereto, and the undersigned individuals and/or representatives, represent and warrant that they have the authority to enter into this Agreement and be legally bound hereby.


21. **Contacts with WWSA.** Any questions concerning this Agreement should be directed to the Executive Director of WWSA, Jim Tomaine, P.E.

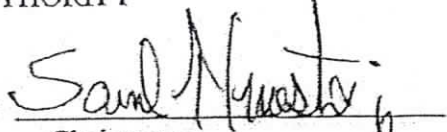
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Participants hereto have caused this Intergovernmental Cooperation Agreement for the Implementation of the WVSA Regional Stormwater Management Program to be executed and effective on July 14, 2017.

ATTEST:

WYOMING VALLEY SANITARY
AUTHORITY


Secretary

By: 
Chairperson

(SEAL)

ATTEST:

Municipality Name

(Title: _____)

By: _____
(Title: _____)

(SEAL)

IN WITNESS WHEREOF, the Participants hereto have caused this Intergovernmental Cooperation Agreement for the Implementation of the WWSA Regional Stormwater Management Program to be executed and effective on July 14, 2017.

ATTEST:

WYOMING VALLEY SANITARY
AUTHORITY

Secretary

By: _____
Chairperson

(SEAL)

ATTEST:

City of Pittston



City Administrator

By: 

Mayor

(SEAL)

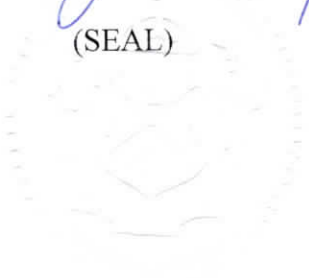


EXHIBIT B
2003 O&M Agreement

**AGREEMENT RELATING TO OPERATION, MAINTENANCE AND
REPAIR OF THE CITY OF PITTSTON
SANITARY SEWER COLLECTION SYSTEM**

THIS AGREEMENT made and entered into this 18th day of February, 2003, by and between the WYOMING VALLEY SANITARY AUTHORITY, a municipal corporation incorporated under the Municipality Authority Act of 1945, as Amended, with its principal place of business located at 1000 Wilkes-Barre Street, Hanover Township, Wilkes-Barre, Luzerne County, Pa., hereafter referred to as "AUTHORITY", and the CITY OF PITTSTON, a political subdivision of the Commonwealth of Pennsylvania, with its principal office at, 35 Broad St, PITTSTON, Luzerne County, Pa., hereinafter referred to as "PITTSTON" and

WHEREAS, AUTHORITY owns and operates a publicly owned sewage treatment plant and interceptor system serving municipalities within the limits of Luzerne County, Pa., and

WHEREAS, PITTSTON is a charter member of AUTHORITY, and owns, operates and maintains a sanitary sewer collection system within its corporate boundaries, and which system is connected to the interceptor system of AUTHORITY, and

WHEREAS, AUTHORITY accepts and treats sewage so collected from PITTSTON, and

WHEREAS, it is the goal and intent of AUTHORITY and PITTSTON to develop, secure and promote the most efficient, effective and economical operation of their facilities, and

WHEREAS, PITTSTON has successfully completed the eighteen month Pilot Feasibility Project relating to operation and maintenance at the sanitary sewer collection system.

NOW, THEREFORE, AUTHORITY and PITTSTON agree as follows:

1. The parties hereto enter into THIS AGREEMENT so that PITTSTON City with the

AUTHORITY'S participation in the operation, maintenance and repair of the PITTSTON sanitary sewer collection system mains can better achieve the aforementioned goals.

2. The sanitary sewer collection system which PITTSTON owns and operates and which discharges sewage into AUTHORITY'S facilities are located within PITTSTON'S corporate limits in public property.

3. With the goal of increasing the efficiency and effectiveness of the sanitary sewer system of AUTHORITY and PITTSTON,

PITTSTON agrees to:

(A) Provide to AUTHORITY a set of reproducible as-built drawings and specifications of its sanitary sewer collection system.

(B) Provide AUTHORITY with a maintenance history of the system.

(C) Transfer to AUTHORITY all equipment and spare parts relating to its sanitary sewer collection system, with the provision that all unused parts and equipment furnished by PITTSTON will be returned to PITTSTON at the termination of this Agreement.

(D) Provide contact personnel knowledgeable about existing sanitary sewer locations to coordinate with during operation, maintenance and repairs.

(E) Secure and maintain and keep in force policy(ies) of insurance satisfactory to AUTHORITY covering flood, public liability (XCU), workers compensation and casualty relating to sanitary sewer collection system. PITTSTON will provide AUTHORITY with certificate of insurance evidencing such coverage as being current, naming AUTHORITY as additional insured, and provide thirty (30) days notice to AUTHORITY of cancellation or modification of such policy(ies). Failure to maintain such insurance coverage is grounds for

immediate termination of this Agreement.

(F) Immediately notify AUTHORITY of any problems, emergencies or special occurrences relating to its sanitary sewer collection system.

(G) Provide any available equipment to AUTHORITY to promote the effective discharge of this Agreement.

(H) Provide AUTHORITY at all times with reasonable ingress, egress and regress to the PITTSTON sanitary sewer collection system, including but not limited to access into manholes through unpaved covers.

(I) Provide at no cost the necessary permits to perform, maintain and complete necessary repair work.

AUTHORITY agrees to:

(A) Provide, in conjunction with PITTSTON personnel as outlined above, routine operation and maintenance specific repair services agreed to by WVSA for sanitary sewer collection system including:

- (1) Provision of periodic inspections.
- (2) Provision of routine maintenance.
- (3) Provision for minor repair occurrence.

Fore each occurrence:

THE AUTHORITY will perform or have its agents perform minor repair work which includes manholes repairs, cover adjustments, repair of collapsed or broken lines that can be done with small scale excavation up to \$25,000 repair cost per year. It is explicitly understood that PITTSTON will be responsible to reimburse the AUTHORITY within thirty (30) days for

minor repair work exceeding the \$25,000 of WVSA participation per year.

Should PITTSTON undertake through its own agents larger scale sanitary sewer projects, WVSA may participate monetarily in the amount of \$25,000 per year for such projects. It is also explicitly understood and agreed to that sole and final determination for the need and participation in minor repair occurrences, or larger scale projects rest with WVSA. PITTSTON, as the owner of the sanitary sewer collection system, may still undertake at any time any repairs it deems necessary without WVSA approval, provided, however, that WVSA shall have no responsibility (monetary or otherwise) for such repairs. In particular, should outside agencies or courts mandate sewer separation projects, WVSA shall have no responsibility (monetary or otherwise) for such projects.

(B) Respond to emergency situations within a reasonable time following proper notification to AUTHORITY from PITTSTON.

In efforts to minimize response time and cost, the owner's representatives shall first verify the validity of a main line blockage.

4. This Agreement shall be effective until terminated. Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intent to terminate this Agreement and all obligations of either party shall terminate.

5. During the life of this Agreement, PITTSTON will save, hold and keep AUTHORITY and its agents safe, harmless and indemnified from and against any and all claims, demands, actions, causes of action, penalties, judgements, costs of all kinds and liabilities of every kind and description for injury and death of persons and damage and loss of property not caused by gross negligence of AUTHORITY'S activities in whole or part in carrying out the terms of this

Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have hereunto set their hands and seals the day and year first above written.

WYOMING VALLEY SANITARY AUTHORITY:

BY: Russell Singer
Russell Singer, Chairman

BY: James F. Conahan
James F. Conahan, Secretary

The above Agreement was authorized by the Board of the Wyoming Valley Sanitary Authority at a public meeting held on the 18th day of February 2003.

James F. Conahan
James F. Conahan, Secretary

CITY OF PITTSTON:

BY: Melba Q. Lombardi
(Mayor)

BY: Sandy Perotti
(City Clerk) *SP*

The above Agreement was authorized by the Town Council of the CITY of PITTSTON at a public meeting held on the 19th day of MARCH, 2003.

Sandy Perotti

VERIFICATION

I, Andrew D. Reilly, on behalf of the Wyoming Valley Sanitary Authority, hereby state that the facts set forth in the foregoing document 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 in this matter. This verification is made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.



Name: Andrew D. Reilly
Title: Chief Executive Officer
Wyoming Valley Sanitary Authority

Date: February 13, 2026

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing Petition to Intervene and Protest upon parties of record in this proceeding in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant), in the manner and upon the persons listed below:

Elizabeth Preate Havey, Esq.
Robert Ernst, Esq.
James Rodgers, Esq.
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Philadelphia, PA 19103
epreatehavey@dilworthlaw.com
rernst@dilworthlaw.com
jrodgers@dilworthlaw.com

Steven Gray, Esq.
Office of Small Business Advocate
555 Walnut Street
1st Floor, Forum Place
Harrisburg, PA 17101
sgray@pa.gov

Harrison W. Breitman, Esq.
Ryan Morden, Esq.
Olivia M. Spergel, Esq.
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
hbreitman@paoca.org
rmorden@paoca.org
ospergel@paoca.org

Michael A. Podskoch, Jr., Esq.
Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120
(717) 783-6151
mpodskoch@pa.gov

SALZMANN HUGHES, P.C.

Dated: February 16, 2026

/s/ E. Lee Stinnett
E. Lee Stinnett II
Counsel for WWSA