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**Adeolu A. Bakare**  
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December 30, 2024

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

**VIA ELECTRONIC FILING**

**RE: City of DuBois Application for a Certificate of Public Convenience to Abandon Public Water Service; Docket No. A-2024-\_\_\_\_\_**

Dear Secretary Chiavetta:

Attached for filing with the Pennsylvania Public Utility Commission is the Application of the City of DuBois for a Certificate of Public Convenience to Abandon Public Water Service.

Please contact the undersigned with any questions regarding this filing. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Adeolu A. Bakare', with a long horizontal flourish extending to the right.

Adeolu A. Bakare  
MCNEES WALLACE & NURICK LLC

Counsel to the City of DuBois

cc: Chief Administrative Law Judge Charles E. Rainey, Jr. (via e-mail)  
Certificate of Service

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true copy of the foregoing document upon the participants, listed below, in accordance with the requirements of Section 1.54 (relating to service by a participant).

**VIA EMAIL**

NazAarah Sabree  
Small Business Advocate  
Commonwealth of Pennsylvania  
Office of Small Business Advocate  
Forum Place  
555 Walnut Street, 1st Floor  
Harrisburg, PA 17101  
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Harrisburg, PA 17101  
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Allison C. Kaster, Esq.  
Bureau of Investigation and Enforcement  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
P. O. Box 3265  
Harrisburg, PA 17105-3265  
[akaster@pa.gov](mailto:akaster@pa.gov)



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Adeolu A. Bakare

Counsel to the City of DuBois

Dated this 30<sup>th</sup> day of December, 2024, in Harrisburg, Pennsylvania.

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re: City of DuBois Application :  
for a Certificate of Public Convenience :  
to Abandon Public Water Service : Docket No. A-2024-\_\_\_\_\_

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**APPLICATION FOR CERTIFICATE OF PUBLIC  
CONVENIENCE TO ABANDON SERVICE**

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TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

By this Application, the City of Dubois (the "City") hereby requests all necessary authority, approvals, and certificates of public convenience from the Pennsylvania Public Utility Commission ("PUC" or "Commission") pursuant to Section 1102(a)(2) and 1103, 66 Pa. C.S. §§ 1102(a)(2), 1103, and Section 5.11 of the Commission's regulations, 52 Pa. Code § 5.11, authorizing the abandonment by the City of its jurisdictional public water service in this Commonwealth.

In support of this Application, the City states as follows:

**I. CONTACT INFORMATION**

1. The public utility code, principal business address, telephone number, and contact person for the City are:

Public Utility Code: 220750  
City of Dubois  
Attn: City Manager  
16 W Scribner Ave.  
P.O. Box 408  
DuBois, PA 15801  
(814) 371-2000 Ext. 109

2. A Verification executed by Interim City Manager Lisa Hagberg averring to the accuracy of the statements contained in this Application is attached hereto.

3. The names and address of the attorneys for the City in this matter are:

Adeolu A. Bakare, Esq. (P.a. I.D. 208541)  
Harrison Ryan Block, Esq. (P.A. I.D. 334653)  
McNees, Wallace & Nurick LLC  
100 Pine Street  
P.O. Box 1166  
Harrisburg, PA 17101  
(717) 237-5290

Any inquiries regarding this filing should initially be directed to Mr. Bakare.

## **II. BACKGROUND AND DESCRIPTION OF SERVICES**

4. The City owns and operates water supply wells, distribution lines and related facilities under permits from the Pennsylvania Department of Environmental Protection ("PADEP"), whereby it provides water service to the public within its service area.

5. The City currently offers water service within its municipal boundaries and PUC-jurisdictional water service in the surrounding Sandy Township ("the Township"). The City provides water service to 4,372 customers throughout the whole system. The City provides water service to 3,688 residential customers inside its municipal boundaries, and provides water service to 684 customers in the Township. The City's current water rates for outside customers are set forth in Tariff-Water, PAPUC No. 4, Supplement No. 24. The City additionally provides jurisdictional bulk water service to Union Township and non-jurisdictional bulk water service to Sykesville Township and Falls Creek Borough, all through contract sales.

## **III. DESCRIPTION OF THE CONSOLIDATION**

6. Relevant to this Application, the City and the Township entered into a Consolidation Agreement dated as of November 7, 2022 (the "Agreement"), pursuant to Sections 733(a)(2), 735, and 736 of the Municipal Consolidation or Merger Act, which authorizes

the consolidation or merger of two or more contiguous municipalities into a single municipal government.<sup>1</sup> A copy of the executed Consolidation Agreement is attached hereto as **Exhibit A**.

7. Pursuant to the Agreement, effective on January 5, 2026, the assets of the City and the Township, including the City's water system, will be consolidated under a New City of DuBois ("New City"). Under the Agreement, the New City will assume control of the water system and operate it for the former customers of the City.

8. Both the City and the Township have complied with the applicable provisions of the Municipal Consolidation or Merger Act, including obtaining the approval of the consolidation as provided at 53 Pa. C.S. § 733, *et seq.* See Exhibit A.

9. Upon closing on the consolidation under the Agreement, the Township and the City will become a single "municipal corporation" as defined in the Public Utility Code. See 66 Pa. C.S. § 102; 66 Pa. C.S. § 1102(a)(5). The territorial boundary of the New City shall be the combined outer border of what is currently the Township and the City. The boundary distinguishing the Township from the City shall no longer exist. As a result of the consolidation, the City and the Township will cease functioning in their current forms. The New City will own the water facilities and will provide water service to customers entirely within its municipal boundaries.

#### **IV. BASIS FOR APPROVAL OF THE APPLICATION**

10. Approval of this Application is necessary and proper and in the public interest because:

- (a) The New City will continue to have staff to provide operations, maintenance, and administrative services, and will have the legal authority under the Third Class City Code to provide water service and to collect such fees and charges as may be necessary to provide for the continued operation

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<sup>1</sup> 53 Pa. Stat. and Cons. Stat. Ann. § (a)(2), 735, and 736.

and maintenance of the facilities.<sup>2</sup> Hence, the abandonment of service by the City will not result in any diminution of the public water service provided to the public.

- (b) The rationale for Commission jurisdiction over service outside the municipal limits is to protect the outside ratepayers from any incentive for the municipality to discriminate against outside users. As previously stated by the Commission with regards to its jurisdiction over municipal utility service provided by a borough, "The public within the borough can make its voice heard via the ballot box, whereas the consumer outside is without a remedy."<sup>3</sup> Accordingly, a municipality operating within its borders is not subject to the Commission's jurisdiction, while municipalities serving customers outside their borders must submit to Commission regulation. Following the consolidation, all of the former customers of the City, including the customers currently in Sandy Township, will be residents of the New City with ballot box power to address any concerns regarding the water rates and services under the operation of the New City's leadership. Hence, Commission regulation and oversight over such customers would not be necessary or authorized under the Public Utility Code.
- (c) The sales to Union Township that are currently jurisdictional will also become non-jurisdictional upon closing of the Consolidation. The Addendum to the Agreement for Sale of Water by the City of Dubois to the Union Township Municipal Authority, as previously filed with the Commission on June 20, 2017, at PA PUC Docket No. R-2016-2554150 ("Sale of Water Agreement"), is attached hereto as **Exhibit B**. The Sale of Water Agreement specifies that the water sales occur at the City's filtration plant located in Sandy Township. Because the filtration plant will be located in the New City after the consolidation, the future sales of water to Union Township will occur within the New City and become non-jurisdictional pursuant to Section 1102(a)(5) of the Public Utility Code.

## V. CONCLUSION

Wherefore, for the reasons stated herein, the City of Dubois respectfully requests that the Commission enter an Order that grants the City a Certificate of Public Convenience evidencing its

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<sup>2</sup> 11 Pa. Stat. and Cons. Stat. Ann. §§ 13501.1 and 13587.

<sup>3</sup> *Robert Jacob v. Borough of West Chester*, 61 P.U.R.3d 61 (Jul. 1965).

approval pursuant to Section 1102(a)(2) of the Public Utility Code of the right to abandon water service immediately upon closing on the consolidation with Sandy Township.

Respectfully submitted,

McNEES WALLACE & NURICK LLC



By \_\_\_\_\_

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abakare@mcneeslaw.com  
rblock@mcneeslaw.com

Counsel to the City of DuBois

Dated: December 30, 2024

**EXHIBIT A**

**EXECUTED CONSOLIDATION AGREEMENT**  
**BETWEEN CITY OF DUBOIS AND SANDY TOWNSHIP**

## CONSOLIDATION AGREEMENT

This Consolidation Agreement, dated as of November 7, 2022 (the “Consolidation Agreement”), is entered into by and between the Township of Sandy, Clearfield County, Pennsylvania, a Second-Class Township of the Commonwealth of Pennsylvania (the “Township”) and the City of DuBois, Clearfield County, Pennsylvania, a Third-Class City of the Commonwealth of Pennsylvania, governed under the Home Rule Charter and Optional Plans Law as an optional plan city, (the “Existing City,” and together with the Township, collectively, “Municipalities”).

### BACKGROUND

WHEREAS, Section 733(a)(2) of Pennsylvania’s Municipal Consolidation or Merger Act (the “Act”), authorizes the consolidation or merger of two or more contiguous municipalities into a single municipal government to be commenced by the initiative of electors of each municipality; and

WHEREAS, Consolidation of the Township and the Existing City into the “City of DuBois” (the “City”) was initiated pursuant to Sections 733(a)(2), 735, and 736 of the Act and was approved by electors in a referendum in November 2021; and

WHEREAS, Pursuant to Section 733(c) of the Act, the voters also approved an optional plan to govern the City; and

WHEREAS, the result of the referendum was certified on November 18, 2021; and

WHEREAS, Section 737 of the Act sets forth the required elements to be included in an agreement as to the consolidation of the governing bodies and the approval of an optional plan to govern the consolidated municipality; and

WHEREAS, In January 2022, the Board of Supervisors of the Township and the Council of the Existing City (the “Governing Bodies”) set out to examine the municipal consolidation of the Township and the Existing City and to develop a consolidation agreement in conformity with Sections 733, 735, and 737 of the Act.

WHEREAS, the Governing Bodies formed a “Joint Board” consisting of the elected officials of each Governing Body to develop the consolidation agreement; and

WHEREAS, the Joint Board engaged Consolidation Consultants (hereafter defined) to provide a financial review and legal technical support in the development of a consolidation agreement, paid for in part by funds from the Pennsylvania Department of Community and Economic Development Governor’s Center for Local Government Services.

NOW THEREFORE, Pursuant to Section 737 of the Act, the Township and the Existing City agree as follows:

1. **Recitals**. The above set forth recitals are incorporated herein by reference and made a part hereof as though fully set forth herein.
2. **Parties**. The parties to this Consolidation Agreement are the Township and the Existing City.
3. **Professionals**. The professionals selected to assist with the consolidation process are Eckert Seamans Cherin & Mellott, LLC and Pennsylvania Economy League (collectively, the “Consolidation Consultants”) and Christopher Gabriel, Esquire, from the firm Gabriel Fera, P.C. (the “Joint Board Solicitor”).
4. **Territorial Boundaries**.
  - (a) Both Municipalities are located within Clearfield County, Pennsylvania, and are contiguous municipalities.

(b) The Municipalities will consolidate to form a new municipality which shall be called the “City of DuBois” and herein referred to as the “City.”

(c) The territorial boundary of the City shall be the combined outer border of what is currently the Township and the Existing City. The boundary distinguishing the Township from the City shall no longer exist.

5. **Governance.**

(a) The City shall be governed by a Council-Manager form of government as provided in the Optional Third-Class City Charter Law (herein, the “Plan”). The Plan is attached hereto as Appendix A and is incorporated as part of this Consolidation Agreement.

(b) The governing body of the City shall be a Council composed of seven (7) members, elected at large, one of whom shall be the Mayor. There shall be an elected Treasurer, and an elected Controller. There shall be no other elected officials.

(c) The City Council may appoint a Manager, assistant Manager, and such other professionals as it deems necessary to function efficiently.

(d) The transitional plan and schedule applicable to the City’s elected officers shall be as set forth in Section 19 of this Consolidation Agreement.

6. **Effective Date.** This Consolidation Agreement shall be effective as of the date that it is approved by the respective Governing Bodies (the “Effective Date”). The effective date of the municipal consolidation shall be upon the swearing-in of the elected officials of the City on January 5, 2026 (the “Consolidation Date”). The period between the Effective Date and the Consolidation Date shall be referred to herein as the “Transition Period.” Upon the occurrence of the Consolidation Date, the City shall begin to function, and the governments of the Township and the Existing City shall be abolished.

7. **Municipal Classification.** The City shall be classified as a Third-Class City with an optional plan form of government under the Home Rule Charter and Optional Plans Law, when required for any legal purpose or for any interaction with, but not limited to, any agency of the United States of America, the Commonwealth or any other governmental agency or entity.

8. **Organizational Structure.** The Municipalities have included a proposed departmental organization structure for the City in Appendix B which is incorporated as part of this Consolidation Agreement.

9. **Continuation of Ordinances.**

(a) Except as provided herein, all ordinances, resolutions, rules and regulations, including, but not limited to, planning, zoning, building, health, taxation, license, nuisance, traffic, parking, outdoor burning, etc., in effect in the Township and the Existing City on the day before the Consolidation Date shall continue in force and effect and shall continue to apply within the territorial limits of the Township and Existing City, respectively, until amended or repealed by Council as required by the Plan.

(b) Codification of all City ordinances must be completed within two years of the Consolidation Date, i.e., by December 31, 2027.

(c) To facilitate the development of a comprehensive and uniform Code of Ordinances for the City, the Municipalities agree that, during the Transition Period, they shall engage in a joint review of the Codes of Ordinances of the Municipalities, to resolve any conflicts between the respective Codes, and to make recommendations for a uniform Code of Ordinances for the City. The Municipalities may engage professional consultants or firms to undertake this process, and may seek grant or other funding for the work. The Municipalities agree to begin this process as soon as practical during the Transition Period.

(d) During the Transition Period, the Municipalities agree to identify the appropriate professionals, staff and other individuals within their respective governments to meet to identify conflicting ordinances and recommend a resolution with respect to any conflict. The Municipalities agree to work together to resolve conflicts in their respective Ordinances during the Transition Period, with the intent that, as of the Consolidation Date, all such conflicts are resolved. In the event that the Municipalities have not resolved any conflict between the Codes of Ordinances of the Existing City and the Township on or before the Consolidation Date, then the following process shall apply for resolution of the conflict after the Consolidation Date and until the City codifies a uniform set of ordinances:

- (1) With respect to any ordinance that imposes a fine or a fee upon any person, if there is a conflict between the Township Ordinance and the Existing City Ordinance, the higher fine or fee shall prevail.
- (2) With respect to any ordinance that imposes any restriction on any activity or which imposes an affirmative duty to act on any person, if there is a conflict between a Township Ordinance and an Existing City Ordinance, then the least restrictive ordinance shall prevail.

(e) All zoning ordinances and rules of the Municipalities shall continue in full force and effect during the Transition Period and after the Consolidation Date. The Municipalities agree, however, that during the Transition Period they will explore comprehensive planning with respect to zoning, with the goal of developing a new zoning and land use comprehensive plan to be adopted by the City in connection with the Codification of Ordinances that is described in Section 9(b), above. The Municipalities may jointly engage such consultants and professionals as deemed necessary and appropriate, and to seek such grant and other funding as may be available to accomplish this objective.

10. **Assets, Liabilities, Property and Equipment.**

(a) All of the existing assets of the Township and the Existing City of any kind whatsoever, including, but not limited to, individually and collectively, any and all real and personal properties, and rights of any nature, tangible or intangible, in which the Township or the Existing City has an interest, shall become the assets of the City on the Consolidation Date.

(b) The Municipalities shall compose a complete and detailed inventory of all assets, liabilities, property and equipment by May, 2025.

(c) As of the Consolidation Date, the City will assume all of the outstanding indebtedness of the Township and the Existing City by way of assumption documentation and/or refinancing of the then-outstanding debt.

(d) The City will assume all other outstanding contractual obligations and liabilities included in any agreement or contract of the Township and the Existing City.

(e) The Municipalities agree to jointly engage appropriate professionals to assist with the process of the transfer and assumption of such assets, property, equipment, outstanding debt, contractual obligations and liabilities, and to seek such grant and other funding as may be available to accomplish this objective.

11. **Water and Sewer Utilities.** The Existing City owns and operates water and wastewater utilities for the benefit of its residents. Water and wastewater services in the Township are provided by the Sandy Township Municipal Authority (the “Sandy Township Authority”), a municipality authority created under the Pennsylvania Municipality Authorities Act of 1945, as amended. The Municipalities have agreed that, upon Consolidation, the City will provide water and wastewater service to all residents of the City upon uniform terms, conditions, and rates. The Municipalities agree that, during the Transition Period, they will undertake steps to enable the City

to offer municipal water and wastewater services to residents, including, as feasible, preparation for the abandonment of the Exiting City's Certificate of Public Convenience from the Public Utility Commission, updating existing agreements regarding bulk service customers of the Existing City, and entering into such transactions with the Sandy Township Authority to ensure that the provision of water and wastewater utility services to residents is uninterrupted and uniform throughout the City. The Municipalities further agree to engage such professionals as necessary to review the steps required for this and to educate the Board about them, and to structure and effectuate transactions necessary to implement this Section, and to seek such grant and other funding as may be available to accomplish this objective.

12. **Taxes and Fees.**

(a) As required by Section 737(a)(5) of the Act, the City shall implement a legally consistent uniform tax system throughout the City which will provide the revenue necessary to fund required municipal services and debt service.

(b) All uncollected taxes and assessments levied or assessed, all fines and penalties imposed, and all other uncollected obligations owing to the Township and the Existing City which are uncollected on the Consolidation Date shall continue in full force and effect and shall be collected by and remunerated to the City.

(c) During the Transition Period, the Municipalities shall jointly engage a firm or consultant to study and recommend both the tax structure and the tax rates for the City. Upon the advice of such consultant, the two Municipal Managers and one elected official from each of the Township and the Existing City shall determine and provide a recommended tax structure and tax rates by February 1, 2025.

13. **Employment of Current Employees.**

(a) The Municipalities agree that all non-union employees of the Municipalities on the Consolidation Date shall become employees of City, subject to the usual terms and conditions of employment with the City. The Municipalities agree that on the Consolidation Date, the managers of the Existing City and the Township shall assume roles for the City as interim manager and interim assistant manager of the City, consistent with the Organizational Structure described in Exhibit B, hereto, for a period not to exceed two years beyond the Consolidation Date, to facilitate the consolidation process. The interim manager and interim assistant manager may be considered by the City for permanent appointments.

(b) The Municipalities agree that they each shall work with the collective bargaining units for all uniform and non-uniform employees to discharge any applicable bargaining obligations and to endeavor to negotiate extensions of existing collective bargaining agreements through the Consolidation Date.

(c) During the Transition Period, the Municipalities agree to work with all collective bargaining units and employees to identify and, if required, recognize collective bargaining units that will represent employees beginning on the Consolidation Date. Further, the Municipalities will endeavor to negotiate the terms of new collective bargaining agreements that will be presented to and accepted by the City on the Consolidation Date. The Municipalities agree that the Joint Board Solicitor will work with the Township manager and the Existing City manager to resolve the collective bargaining agreements and appropriate bargaining units and related issues for contracts with the City to be effective after the Consolidation Date.

(d) The Municipalities agree that they shall cooperate in the preparation of amended civil service rules and regulations for those employees covered by civil service and under which

the City retains authority over staffing levels. Further, the Municipalities shall work with the Joint Board Solicitor to recommend an agreed-to mechanism for transition through which police officers of both the Township and the Existing City shall have (i) continued employment with the City, as well as (ii) continued civil service status and protection.

14. **Administrative Services and Programs.** The Municipalities agree to coordinate and cooperate, through each Municipality's respective staff in each administrative discipline, department or area of expertise, including, but not limited to, information technology, payroll, and insurance and recommend a plan for consolidating these services and programs by June 1, 2024.

15. **Municipal Services to Residents.**

(a) All municipal services, including but not limited to, the fire department (as addressed in Section (b) below), police protection, public works maintenance and repair, recycling, leaf collection, etc., being offered to the residents of the Township and the Existing City on the day before the Consolidation Date shall continue to be provided in the same manner to the residents of the City on the effective date of the City and thereafter.

(b) The Municipalities Agree to coordinate fire response activities as soon as practical during the Transition Period, with the intention of having a City fire department on the Consolidation Date. During the Transition Period, the Municipalities agree to develop a system for coordination of box alarms and call systems that will coordinate fire and emergency response activities for all volunteer fire departments within the Municipalities. The Municipalities further agree to identify those volunteer fire companies that will continue to provide services to the City after the Consolidation Date to ensure adequate and efficient coverage to the City. The current intention is to have five fire stations. All such volunteer fire departments that the Municipalities agree shall participate in the City Fire Department after the Consolidation Date shall be offered by

the City to continue to provide fire protection services within the City. The Municipalities may jointly engage such consultants and professionals as deemed necessary and appropriate, and to seek such grant and other funding as may be available to accomplish this objective.

(c) The Municipalities agree to develop and establish a plan for the coordination of municipal services to residents of each Municipality. The Municipalities agree, during the Transition Period, to cooperate in the delivery of municipal services, and to coordinate in the provision of services to all residents without regard to territorial boundaries. To facilitate such cooperation, the Municipalities designate the Transition Committee and any appropriate subcommittees to establish a transition framework by examining tasks that can be done immediately and target complete integration of operations by December 31, 2025. Upon completion of the integration plan, such proposed plan should be presented to the Joint Board for review and comment.

(d) The Municipalities agree to integrate their respective police departments into a single, cohesive police force for the City. The Municipalities agree, during the Transition Period, to establish a transition framework by outlining the method in which the departments can achieve total integration by December 31, 2025. The Municipalities may jointly engage such consultants and professionals as deemed necessary and appropriate, and to seek such grant and other funding as may be available to accomplish this objective.

**16. Transition Committee**

(a) The Municipalities, through the Joint Board, have established a Transition Committee to assist the Governing Bodies in the implementation of this Consolidation Agreement through the Transition Period up to the Consolidation Date and, thereafter, and to assist Council

with the orderly and seamless transition to the new consolidated municipality. The Transition Committee shall terminate no later than six months after the Consolidation Date.

(b) The Transition Committee shall assist the transition process by: coordinating and reviewing the work of the various subcommittees, volunteers, and professionals to accomplish the objectives set forth in this Agreement and making recommendations to the Joint Board.

(c) The Transition Committee shall be responsible for arranging and advertising, in accordance with this Agreement and applicable law, the first meeting of the newly elected Council, which shall be held on January 5, 2026.

17. **Accounting, Budget, and Audit.**

(a) The Municipalities agree that, during the Transition Period, they shall undertake steps to align their respective accounting and budgeting systems to facilitate consolidation of all financial, accounting, and budgeting operations on or before the Consolidation Date.

(b) The Municipalities currently utilize distinct methodologies for accounting and budgeting with respect to certain expenditures and receipts. To align their respective accounting and budgeting systems, the Municipalities agree that during calendar year 2023, they shall jointly engage appropriate professional consultants to evaluate the respective accounting systems and to recommend steps to be taken by the Municipalities to align accounting procedures, and to seek such grant and other funding as may be available to accomplish this objective.

(c) The Municipalities further agree that, during calendar year 2024, they shall implement the recommendations for alignment of their accounting systems, and in calendar year 2025 shall maintain their respective books of account on this basis, and to seek such grant and other funding as may be available to accomplish this objective.

(d) The Municipalities further agree that they shall engage their respective municipal auditors to perform audits of the financial statements for calendar years 2023 and 2024 that are prepared on the basis of the accounting system to be implemented pursuant to subparagraph (c) of this section, and to seek such grant and other funding as may be available to accomplish this objective.

(e) The Municipalities further agree that, during calendar year 2025, they shall develop and prepare a joint budget for operations for calendar year 2026, which joint budget shall be approved by the Joint Board. Such joint budget shall only be required to meet the requirements of the Home Rule Charter and Optional Plans Law (Council-Manager Plan), Act of 1996, 53 Pa. C.S.A. § 3051, et seq. The joint budget shall be implemented and used by the City for operational expenses and any other contingencies, consistent with the applicable laws.

**18. Elections.**

(a) At the municipal primary and general election cycle in 2025, the registered voters of the Municipalities shall elect one (1) Mayor for a 4-year term, three (3) Council members for 2-year terms, and three (3) Council members for 4-year terms. The properly elected and certified Mayor and six (6) Council Members shall constitute a seven (7) member Council and shall assume all rights and responsibilities on the Consolidation Date. The length of term for City Council positions shall be determined by vote totals in the general election, with the highest vote getters serving the longer terms.

(b) At the municipal primary and general election cycle in 2025, the registered voters of the Municipalities shall elect the Treasurer for a 4-year term and a Comptroller for a 2-year term. The properly elected and certified Treasurer and Comptroller shall assume all rights and responsibilities on the Consolidation Date.

(c) The appropriate officials from each Municipality shall be responsible for coordinating with the County Board of Elections for the orderly administration of the elections set forth in this section in accordance with state and federal law.

19. **Limitation of Activities During Transition Period**

(a) The Municipalities agree that, upon execution of this Consolidation Agreement, neither Municipality shall incur any municipal debt the term of which extends beyond the Consolidation Date without the approval of the Joint Board.

(b) The Municipalities agree that, upon execution of this Consolidation Agreement, neither Municipality may enter into a contract having a term that extends beyond the Consolidation Date, and neither Municipality may cause or permit the renewal of any contract that would extend the term beyond the Consolidation date, without the approval of the Joint Board.

(c) The Municipalities agree that, upon execution of this Consolidation Agreement, each Municipality shall provide written notification to the other about any grants received, and the Municipalities shall cooperate in making joint grant applications where deemed appropriate by the Joint Board.

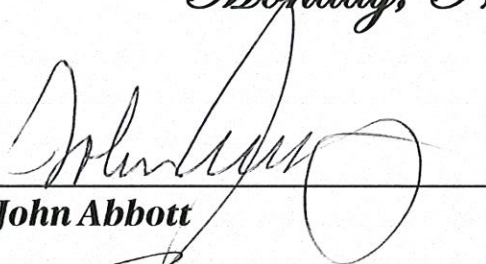
(d) The Municipalities agree that, upon execution of this Consolidation Agreement, , neither Municipality may create any new, full-time employment positions without the approval of the Joint Board, except that the Existing City may hire a full-time Recreation Director without the approval of the Joint Board. The Municipalities further agree that, after January 1, 2024, neither Municipality may hire any full-time employee in any position (including replacements for departing employees) without the approval of the Joint Board.

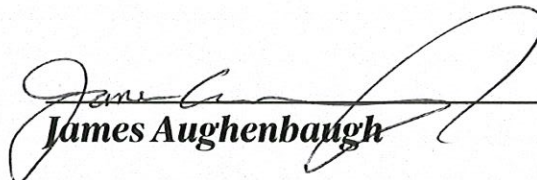
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**IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed the**

# *Consolidation Agreement*

**as presented at the  
DuBois/Sandy Joint Board Meeting on  
Monday, November 7, 2022**

  
\_\_\_\_\_  
**John Abbott**

  
\_\_\_\_\_  
**James Aughenbaugh**

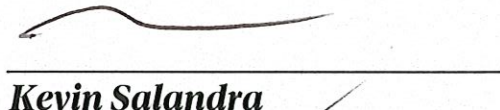
  
\_\_\_\_\_  
**William Beers**

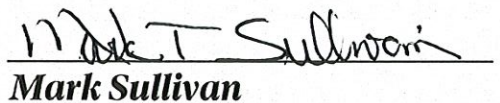
  
\_\_\_\_\_  
**Diane Bernardo**

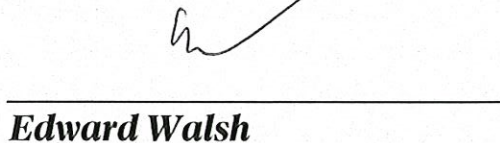
  
\_\_\_\_\_  
**Shane Dietz**

  
\_\_\_\_\_  
**Shannon Gabriel**

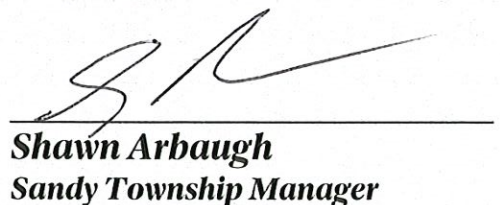
  
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**Samuel Mollica**

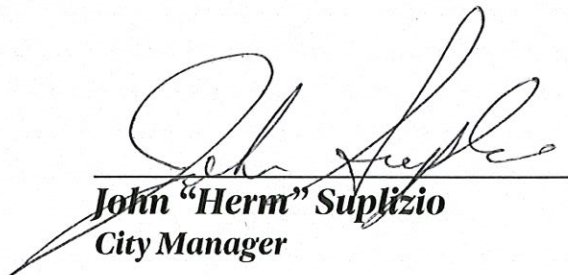
  
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**Kevin Salandra**

  
\_\_\_\_\_  
**Mark Sullivan**

  
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**Edward Walsh**

**WITNESS:**

  
\_\_\_\_\_  
**Shawn Arbaugh**  
Sandy Township Manager

  
\_\_\_\_\_  
**John "Herm" Suplizio**  
City Manager

**Appendix A**

**Governance Plan under Optional Third-Class City Charter Law**



**EXHIBIT B**

**ADDENDUM TO AGREEMENT FOR SALE OF WATER**  
**BY THE CITY OF DUBOIS TO UNION TOWNSHIP MUNICIPAL AUTHORITY**

ADDENDUM TO AGREEMENT FOR SALE OF WATER  
BY THE CITY OF DUBOIS TO UNION TOWNSHIP MUNICIPAL AUTHORITY

This Addendum to Agreement made between the CITY OF DUBOIS, (hereinafter called "CITY") and UNION TOWNSHIP MUNICIPAL AUTHORITY, (hereinafter called "UNION TOWNSHIP") is made this 9 day of January, 1996, and is incorporated into and shall be deemed to amend and supplement the Agreement made between the CITY OF DUBOIS and UNION TOWNSHIP MUNICIPAL AUTHORITY on November 5, 1973, as amended by Addendum to Agreement dated April 2, 1991, covering the sale of raw or untreated water by the CITY OF DUBOIS to UNION TOWNSHIP MUNICIPAL AUTHORITY; and

WHEREAS, the parties hereto desire to modify certain terms of the Agreement dated November 5, 1973, as amended by Amendment dated April 2, 1991, and to reaffirm all other portions of said Agreement and Amendment not modified by this Addendum and to extend the term of said Agreement as provided herein; and

WHEREAS, UNION TOWNSHIP desires to purchase and the CITY is willing to sell treated water from the filtration plant owned and operated by said CITY which is situated in Sandy Township, Clearfield County, Pennsylvania.

NOW, THEREFORE, the parties hereto, in consideration of

the sum of ONE DOLLAR (\$1.00), each to the other in hand paid, the receipt whereof is hereby acknowledged and intending to be legally bound, agree as follows:

1. The term of the Agreement for the sale of raw, untreated or treated water by the CITY to UNION TOWNSHIP shall be for ninety-nine (99) years from the date of this Amendment and shall expire at midnight on the 365th day of the 99th year, unless extended by mutual agreement of the parties.

2. The CITY agrees to give UNION TOWNSHIP a one-time option to change its purchase of raw, untreated water from the reservoir to treated water from the filter plant upon giving the CITY ninety (90) days' written notice. However, once said option is exercised, the decision is irrevocable and shall remain in effect for the life of this Agreement.

3. Upon the exercise by UNION TOWNSHIP of its right to purchase treated water at the filter plant, the following terms and conditions will apply:

(a) The CITY will provide UNION TOWNSHIP water at a rate of up to 200 gallons per minute, to a maximum of 288,000 gallons per day.

(b) The CITY agrees that UNION TOWNSHIP may place an above-ground pump station on a 50 foot by 50 foot parcel of land situated to the west of the existing filter plant access road along with a thirty (30) foot right-of-way from the pump station lot to PA State Route 4016 for ingress, egress or

regress to such pump station and for the installation of water lines.

(c) The CITY will provide a right-of-way to Penelec to provide electric service to the pump station lot from the existing Penelec lines. In addition, the 50 foot by 50 foot pump station lot shall be located in the Penelec service area.

(d) The price to be paid for treated water shall be computed in accordance with the following formula with cost to be based on the cost of production of filtered water:

The sum of the expenditures from the adopted CITY budget for the operation and maintenance of the reservoir, transmission line to the filter plant, and the filter plant itself, including the cost of wages, benefits, chemicals, utilities, filtration and purification expenses, insurance, debt service, debt interest, and depreciation divided by the total water production for the previous calendar year as reported in the previous year's DER Annual Water Supply Report minus the previous year's backwash water use (the denominator being in 1000s of gallons so that the calculation yields \$/1,000 gallons as the cost of treated water).

(e) UNION TOWNSHIP agrees to install and maintain at its sole cost a meter in its pump station to measure the amount of water purchased from the filter plant and further agrees that the CITY may have access in and upon said premises to read the meter at all reasonable times. The payments shall

be made based on the amount removed as indicated by the meter. The CITY will bill UNION TOWNSHIP quarter-annually and UNION TOWNSHIP agrees to pay the said bill within thirty (30) days of the receipt of the same.

(f) UNION TOWNSHIP and the CITY shall each obtain the requisite permits necessary for their respective water systems.

(g) If water curtailment should become necessary, UNION TOWNSHIP shall be subject to the same restrictions as all other customers of the CITY.

4. All other portions of the Agreement dated November 5, 1973, as amended by the Agreement dated April 2, 1991, not inconsistent herewith are hereby reaffirmed and ratified as if set forth at length herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above-written.

ATTEST:

CITY OF DUBOIS

La Maria Alanson  
City Clerk

By William H. Reay  
Mayor

ATTEST:

UNION TOWNSHIP MUNICIPAL  
AUTHORITY

Patrick B. Hays

By Edwin S. Nelson  
Patrick B. Hays sec.

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

On this, the 14<sup>TH</sup> day of DEC., 1995, before me, the undersigned officer, personally appeared WILLIAM H. REAY, who acknowledged himself to be the Mayor of the CITY OF DUBOIS, a municipal corporation, and that he as such Mayor, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the City by himself as Mayor.

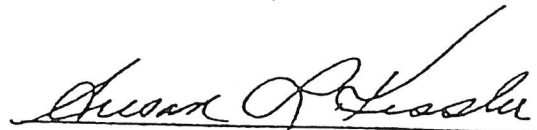
IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

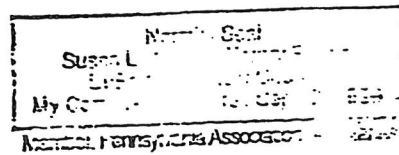
James E. North  
Notary Public  
My Commission expires: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

On this, the 9 day of January, 1999, before me,  
the undersigned officer, personally appeared  
Edwin C. Nelson, who acknowledged himself to be the  
Chairperson of the UNION TOWNSHIP MUNICIPAL AUTHORITY, a  
municipal corporation, and that he as such Chairperson,  
being authorized to do so, executed the foregoing instrument for  
the purposes therein contained by signing the name of the UNION  
TOWNSHIP MUNICIPAL AUTHORITY by himself as Chairperson.

IN WITNESS WHEREOF, I have hereunto set my hand and  
notarial seal.

  
\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_



ADDENDUM TO AGREEMENT FOR SALE OF UNTREATED WATER  
BY THE CITY OF DUBOIS TO UNION TOWNSHIP MUNICIPAL AUTHORITY

This Addendum to Agreement made between the CITY OF DUBOIS and UNION TOWNSHIP MUNICIPAL AUTHORITY is made this 2<sup>nd</sup> day of April, 1991, and is incorporated into and shall be deemed to amend and supplement the Agreement made between the CITY OF DUBOIS and UNION TOWNSHIP MUNICIPAL AUTHORITY on November 5, 1973, covering the sale of raw or untreated water by the CITY OF DUBOIS to UNION TOWNSHIP MUNICIPAL AUTHORITY; and

WHEREAS, the parties desire to reaffirm the terms of the Agreement dated November 5, 1973, and to extend the term of said Agreement as agreed to herein.

NOW, THEREFORE, the parties hereto, in consideration of the sum of ONE DOLLAR (\$1.00), each to the other in hand paid, the receipt whereof is hereby acknowledged and intending to be legally bound, agree as follows:

1. The term of the Agreement for the sale of raw or untreated water by the CITY OF DUBOIS to the UNION TOWNSHIP MUNICIPAL AUTHORITY shall be for sixty (60) years from the date of said Agreement and shall expire at midnight, November 4, 2033, unless changed by mutual agreement of the parties.
2. City promises that UNION TOWNSHIP MUNICIPAL AUTHORITY may remove from the same a maximum of One Hundred Thousand (100,000) gallons per day. UNION TOWNSHIP MUNICIPAL AUTHORITY agrees that it will not resale or supply the water to any other utility or public authority.
3. All other terms and provisions of the Agreement dated November 5, 1973 are hereby ratified and said terms are incorporated herein by reference and made a part of this Addendum as if set forth at length herein with the exception of the terms of Paragraph 1 of said Agreement which terms have been specifically modified by this Addendum and, therefore, are void.

IN WITNESS WHEREOF, the parties accept and agree to an extension of the term of the Agreement dated November 5, 1973, and the number of gallons of water to be removed per day, as evidenced by the fact that they have hereunto executed this Agreement the day and year above-named.

ATTEST:

CITY OF DUBOIS

La Marr Adamson  
City Clerk

By William F. Reay  
Mayor

ATTEST:

UNION TOWNSHIP MUNICIPAL AUTHORITY

Gann L. Galtus  
Authority Secretary

By John M. Huber

A G R E E M E N T

THIS AGREEMENT, made this 5th day of November, 1973, by and between the CITY OF DUBOIS, hereinafter called "City" and the UNION TOWNSHIP MUNICIPAL AUTHORITY, hereinafter called "Union".

W I T N E S S E T H:

WHEREAS, Union desires to purchase and City is willing to sell, raw water from the dam situate in Union Township, Clearfield County, Pennsylvania.

NOW, THEREFORE, in consideration of the amounts and mutual promises contained hereinafter, City agrees to sell, and Union Agrees to buy raw or untreated water from the aforesaid dam under and subject to the following terms and conditions:

1. The term of this Agreement shall be for forty (40) years from the date of this Agreement unless changed by mutual agreement of the parties.

2. The price to be paid for the water is Six Cents (\$0.06) per One Thousand (1,000) gallons. If improvements are made to the storage facility from whence the water is supplied, or if additional storage facilities and/or reservoir dams are acquired by the City, or when there are increased costs such as labor costs, maintenance expense or repairs to the reservoir dam or other appurtenances, the Union Township Municipal Authority agrees to pay its proportional share of such improvements and/or increased costs by paying an additional amount per thousand gallons upon the basic rate as hereinbefore stated.

3. City promises that Union may remove from the same a maximum of Fifty Thousand (50,000) gallons per day. Union agrees

-2-

that it will not resale or supply the water to any other utility or public authority.

4. Union agrees to install and maintain at its sole cost a meter at its treatment plant to measure the amount of water removed from the dam and further agrees that DuBois may have access to read the meter at all reasonable times. The payments shall be made based on the amount removed as indicated by the said meter. City will bill Union quarter-annually and Union agrees to pay the said bill within fifteen (15) days of the receipt of the bill.

5. City shall have the right to request that the meter be tested, and upon receipt of said request, Union, shall arrange to have the meter tested by a competent person as promptly as possible. In the event that the meter is found to be operating within the limits of variance as commonly accepted in the water service industry, as per a W. W. A. Standard C-700-64, City agrees to pay the expenses incurred in the testing, but if the meter does not meet the said standards, then Union shall pay such expenses and shall further at its expense replace or repair the meter. If the meter is found to be defective and has not been replaced or repaired within five (5) days of the time when Union becomes aware of said fact, then City may, at its option, replace or repair the said meter and add the expense of same to the next quarterly bill to be paid by Union.

6. Union shall remove the water from the dam at the approximate location by use of apparatus, both of which are indicated by drawing and maps attached hereto and made a part hereof marked Exhibits "A" and "B".

-3-

7. It is agreed that the City shall have the right to lower the water level in the said dam for work and maintenance. However, City agrees that, in such event, it will give Union fifteen (15) days prior notice so then Union may make necessary adjustments in its water supply apparatus to insure the safety of the said equipment and the continuance of the water supply.

8. City hereby grants an easement to Union as shown on the Map attached hereto made a part hereof marked "Exhibit "C". It is agreed that the said easement shall be twenty (20) Feet wide during construction and ten (10) Feet wide thereafter. The easement is granted for the construction, installation and maintenance of the aforesaid water apparatus and water line. Prior to construction City shall examine the said easement area and shall advise Union which trees it desires, after cutting, be retained in the area so that they can be removed and sold or used by City. Union agrees that neither it, its contractors or subcontractors will remove or destroy such trees, but will place them at such place or places in or near the easement area as are designated by City. Union agrees that following construction and installation that it will restore the said land, it being agreed that this shall include returning the land to a similar or better contour, planting the land with effective ground-cover, cutting diversionary ditches if needed to prevent erosion. Union Township shall obtain a Bond naming the City of DuBois as beneficiary. The Bond shall be in the amount of Fifteen Hundred Dollars (\$1,500.00) to assure that the disturbed surface will be restored

to a smooth well-graded contour, a permanent growth of perennial grass is established and evergreen seedlings as recommended by the A. S. C. S. and approved by the City of DuBois, is planted.

9. In the event that for any reason it becomes necessary to relocate the Union Township Water Line and power line or intake structure to accommodate improvements, additions or changes in the DuBois Water System or for any other reason, then the entire cost of the relocation including engineering, construction etc. shall be borne by the Union Township.

10. Quarterly bills for service filed with the Township by the City shall be due and payable within thirty (30) days of respective dates thereof; if not paid within that time period, shall be subject to penalty for such delinquency of ten per cent (10%) per month or any portion of a month that said bills remain unpaid. Failure to pay the bills by Union Township within ninety (90) days of date of invoice including all penalties, shall be cause for the City to turn off the water thus prohibiting use of water from the reservoir until bills are fully paid.

11. In the event of fire or fires in the City of DuBois, any injury or accident to the reservoir, periods of draught, pollution, or any other accident or event beyond the control of the City, which may curtail, or for a limited interval of time, shut off the supply of water at the said meter, Union shall not hold the City liable or responsible therefor, or for any damages that might accrue from any curtailment in pressure of supply of water

or for a cessation of supply whatsoever for any limited interval of time, from such causes.

In the event of water becoming polluted in the said reservoir of the City, Union agrees to hold the City free and clear from any and all damages that may be sustained by any consumers of Union.

12. In the event of prolonged or unusual periods of draught cause reduction of the water supply within the said reservoir, the City shall have the right to curtail and reduce the supply of water at the said meter. Union agrees to cooperate with the City in such event, with the Union consumers and itself, to conserve the supply of water and to economize in the use thereof by its consumers.

IN WITNESS WHEREOF, the parties herein have hereunto caused this Agreement to be properly executed by their proper officials and have attached their respective official seals this 1st day of February, 1973.

ATTEST:

CITY OF DUBOIS

[Signature] City Clerk By [Signature] Mayor

[Signature]  
Director of Parks and Public Property

ATTEST:


UNION TOWNSHIP MUNICIPAL AUTHORITY

[Signature] Authority Secretary By [Signature]  
Chairman of C.D. Co.

**VERIFICATION**

I, Lisa Hagberg, Interim City Manager, City of DuBois, hereby state that the facts set forth in the Application for a Certificate of Public Convenience to Abandon Service 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 any false statements made herein are subject to the penalties of 18 C.S.A. § 4904 relating to unsworn falsification to authorities.

DATED: December 27, 2024 | 3:34 PM EST

Signed by:  
  
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\_\_\_\_\_  
Lisa Hagberg