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February 10, 2025

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-2024-3052728**

Dear Secretary Chiavetta:

Attached please find for filing with the Pennsylvania Public Utility Commission the Responses of the City of DuBois to the Bureau of Technical Utility Services ("TUS") Set 1 Data Requests, in the above-referenced proceeding.

As evidenced by the attached Certificate of Service, all parties to this proceeding are being duly served with a copy of this document. Thank you

Very truly yours,

A handwritten signature in black ink, appearing to read 'Adeolu A. Bakare', written over a white background.

Adeolu A. Bakare  
MCNEES WALLACE & NURICK LLC

Counsel to the City of DuBois

cc: James Kennedy [jameskenne@pa.gov](mailto:jameskenne@pa.gov) (Bureau of Technical Utility Services)  
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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Office of Consumer Advocate  
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Forum Place, 5th Floor  
Harrisburg, PA 17101  
[ra-oca@paoca.org](mailto:ra-oca@paoca.org)

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 10<sup>th</sup> day of February, 2025, in Harrisburg, Pennsylvania.

Docket No. A-2024-3052728  
Petition of the City of DuBois for Approval of the Right to Abandon  
Water Service to the Public Outside of its Corporate Limits

Responses TUS Data Requests – Set 1

**A-1** Please confirm that the City of DuBois (Dubois) is seeking a certificate of public convenience pursuant to Section 1102(a)(3) of the Pennsylvania Public Utility Code, 66 Pa.C.S. § 1102(a)(3), for Commission approval of the right of DuBois to transfer, by consolidation with Sandy Township (Sandy), the title, possession, and use of all of its water system assets to a new municipal corporation formed by the consolidation of Sandy and DuBois (New City).

**Response:**

Confirmed. The City is requesting all authority necessary to transfer title, possession, and use of its water system assets by consolidation to the new City of DuBois.

**Response Provided by: Benjamin Kafferlin, City of DuBois, Interim City Manager**

**Date: February 10, 2025**

Docket No. A-2024-3052728  
Petition of the City of DuBois for Approval of the Right to Abandon  
Water Service to the Public Outside of its Corporate Limits

Responses TUS Data Requests – Set 1

**A-2** The Application’s Section 5 indicated that DuBois serves 4,372 customers, including 3,688 residential customers in its municipal boundaries, and 684 customers in Sandy. However, in its 2023 annual financial report filed with the Commission, DuBois identified 4,556 customers, including 3,811 inside-municipality customers and 745 outside-municipality customers, as of December 31, 2023. Please reconfirm the number of customers, by customer class (e.g., residential, commercial, etc.) and by Commission-jurisdictional status (i.e., inside and outside of DuBois’s corporate limits), served by DuBois.

**Response:**

To the best of my knowledge, the information provided in the Application is correct as of November 30, 2024.

**Response Provided by: Benjamin Kafferlin, City of DuBois, Interim City Manager**

**Date: February 10, 2025**

Docket No. A-2024-3052728  
Petition of the City of DuBois for Approval of the Right to Abandon  
Water Service to the Public Outside of its Corporate Limits

Responses TUS Data Requests – Set 1

**A-3** The Application’s Section 5 indicated that DuBois provides certain water services to Sykesville Township (Sykesville) and Falls Creek Borough (Falls Creek), but does not indicate whether these services will be provided by New City at points of service within its corporate limits. Please clarify whether water services to Sykesville and Falls Creek will be provided by New City at points of service within its corporate limits.

**Response:**

The New City will continue to provide water services to the Borough of Sykesville and Falls Creek Borough from points within its corporate limits. The references to Sykesville “Township” in the Application should be Sykesville Borough. Additionally, the Application notes that the City currently provides contract service to Sykesville Borough and Falls Creek Borough. That statement was in error. City currently provides wholesale water service to both municipalities, but the service provided to Sykesville Borough is provided pursuant to the City’s sale for resale tariff rate. The service to Falls Creek Borough is by contract.

**Response Provided by: Benjamin Kafferlin, City of DuBois, Interim City Manager**

**Date: February 10, 2025**

Docket No. A-2024-3052728  
Petition of the City of DuBois for Approval of the Right to Abandon  
Water Service to the Public Outside of its Corporate Limits

Responses TUS Data Requests – Set 1

**A-4** Please confirm whether New City will acquire, construct or begin to operate any plant, equipment, or other facilities for the rendering or furnishing to the public of public utility water service beyond its corporate limits.

**Response:**

No. If the New City in the future seeks to extend public utility water service beyond its corporate limits, it will seek the requisite PUC approvals for the service.

**Response Provided by: Benjamin Kafferlin, City of DuBois, Interim City Manager**

**Date: February 10, 2025**

Docket No. A-2024-3052728  
Petition of the City of DuBois for Approval of the Right to Abandon  
Water Service to the Public Outside of its Corporate Limits

Responses TUS Data Requests – Set 1

**A-5** The Application's Exhibit A included a copy of a Consolidation Agreement dated November 7, 2022 (Consolidation Agreement). The Consolidation Agreement's Section 5.(a) referenced a plan attached as Appendix A as being incorporated as part of the Consolidation Agreement. However, the Consolidation Agreement did not include a copy of this document. Please provide a copy of the Consolidation Agreement's Appendix A.

**Response:**

See Attachment TUS-A-5 attaching a copy of the Consolidation Agreement with appendices.

**Response Provided by: Benjamin Kafferlin, City of DuBois, Interim City Manager**

**Date: February 10, 2025**

## 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 Existing 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.

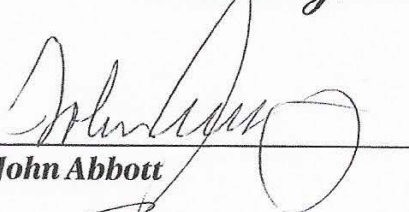
(d) The Municipalities agree that, upon execution of this Consolidation Agreement, , neither Municipality may create any new, full-time employment positions without the approval of the Joint Board, except that the Existing City may hire a full-time Recreation Director without the approval of the Joint 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.

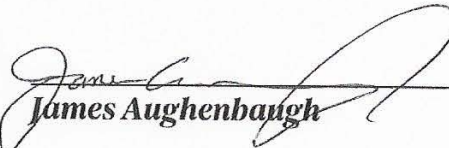
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**IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed the**

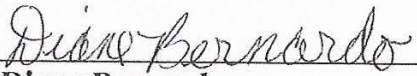
***Consolidation Agreement***

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

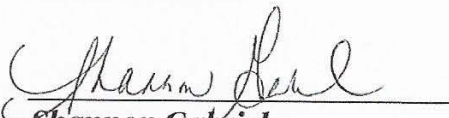
  
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**John Abbott**

  
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**James Aughenbaugh**


  
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**William Beers**

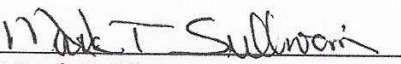
  
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**Diane Bernardo**


  
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**Shane Dietz**

  
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**Shannon Gabriel**

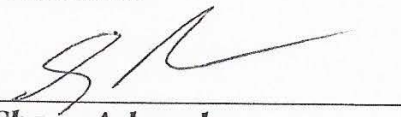
  
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**Samuel Mollica**

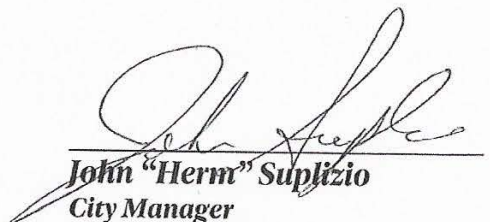
  
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**Kevin Salandra**

  
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**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**



Executive Department.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, In and by an Act of the General Assembly of this Commonwealth, entitled "An Act providing for the incorporation, regulation and government of Cities of the Third Class; regulating nomination and election of municipal officers therein; and repealing, consolidating, and extending existing laws in relation thereto," approved the 27th day of June, A. D. 1913, it is, among other things, provided that Cities of the Third Class shall be chartered whenever a majority of the electors of a borough, having a population of at least ten thousand inhabitants according to the last preceding United States census, shall vote at an election held for that purpose, and if it shall appear by the returns of such election that there is a majority in favor of the city charter, the Governor shall issue

LETTERS PATENT

under the Great Seal of the Commonwealth, reciting the facts, defining the boundaries of said city, and constituting the same a body corporate and politic;

AND WHEREAS, It appears by the returns of an election held in the Borough of DuBois, on the third day of November, A. D. 1914, that there was a majority in said borough in favor of a city charter;

AND WHEREAS, It appears that the said borough of DuBois has a population, according to the last United States census, of at least ten thousand inhabitants;

AND WHEREAS, The requirements of the said Act of June 27th, A. D. 1913, have been fully complied with:

NOW, THEREFORE, KNOW YE, That I, John K. Tener, Governor of said Commonwealth, in accordance with the provisions of law, in such case made and provided, do hereby declare and define the boundaries of the proposed City of DuBois as follows:

\*BEGINNING at a point where the stream called 'Clear Run' is crossed by the tracks of the Pennsylvania Railroad; thence North 21 degrees 30 minutes East 260 feet; thence North 34 degrees East 190 feet; thence North 2 degrees East 1 7/8 feet; thence North 9 degrees East 190 feet; thence South 85 degrees East 227 feet; thence North 28 degrees East 283 feet; thence North 39 degrees East 114 feet; thence South 85 degrees East 30 minutes East 119 feet; thence North 61 degrees East 225 feet; thence North 49 degrees East 319 feet; thence North 28 degrees 30 minutes West 100 feet; thence North 25 degrees East 159 feet; thence North 23 degrees East 222 feet; thence North 43 degrees East 140 feet; thence North 58 degrees East 160 feet; thence North 83 degrees 30 minutes East 285 feet; thence North 87 degrees East 230 feet; thence North 86 degrees 30 minutes East 315 feet; thence due East 6050 feet; thence due South 1550 feet; thence South 90 degrees West 342 feet; thence South 45 degrees West 180 feet; thence South 56 degrees 30 minutes West 235 feet; thence South 33 degrees 30 minutes West 310 feet; thence South 28 degrees 30 minutes West 207 feet; thence South 4 degrees 30 minutes West 280 feet; thence South 6 degrees East 219 feet; thence South 17 degrees West 190 feet; thence South 10 degrees West 312 feet; thence South 3 degrees West 280 feet; thence South 5 degrees West 184 feet; thence South 7 degrees 30 minutes West 300 feet; thence South 51 degrees West 500 feet; thence South 22 degrees West 2614 feet; thence South 45 degrees West 2320 feet; thence South 75 degrees West 3750 feet; thence North 68 degrees 30 minutes West 3900 feet; thence North 66 degrees West 8400 feet; thence North 47 degrees East 2000 feet; thence South 41 degrees 30 minutes East 288 feet; thence South 34 degrees East 200 feet; thence North 53 degrees East 234 feet; thence North 69 degrees East 295 feet; thence North 73 degrees East 129 feet; thence North 42 degrees East 150 feet; thence North 23 degrees West 110 feet; thence North 75 degrees East 335 feet, the place of beginning.

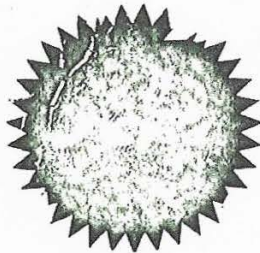
I DO ALSO BY THESE PRESENTS, which I have caused to be made P A T E N T and sealed with the Great Seal of the State, hereby constitute and erect the said Borough into a body corporate and politic, by the name, style and title of the

City of DuBois

and by the said name to be vested with all the rights, privileges and franchises, with full force and effect, subject to all the duties, requirements and restrictions specified and enjoined in and by the laws of the Commonwealth relative thereto.

G I V E N under my hand and the Great Seal of the State, at the City of Harrisburg, this twenty-eighth day of December, in the year of our Lord one thousand nine hundred and fourteen, and of the Commonwealth the one hundred and thirty-ninth.

BY THE GOVERNOR:



*Robert H. Miller*  
Secretary of the Commonwealth.

*John K. Tener*

COUNCIL BILL NO. 1356

INTRODUCED BY RALPH BOYER, MAY 29, 1979

ORDINANCE NO. 1287

A N O R D I N A N C E

AN ORDINANCE OF THE CITY OF DUBOIS, PENNSYLVANIA, ESTABLISHING AN ADMINISTRATIVE ORGANIZATION FOR THE CITY OF DUBOIS: DESIGNATING THE POWERS AND DUTIES OF COUNCIL, THE MAYOR, THE CITY MANAGER AND OTHER CITY OFFICERS: PROVIDING FOR THE CONDUCT OF CITY FISCAL AFFAIRS, THE ENACTMENT AND ENFORCEMENT OF CITY ORDINANCES AND THE CONDUCT OF CITY OFFICERS AND EMPLOYEES: REPEALING OBSOLETE AND INCONSISTENT ORDINANCES: AND PROVIDING AN EFFECTIVE DATE HEREOF, AS AMENDED.

BE IT ORDAINED AND ENACTED, and it is hereby ordained and enacted by the City Council of the City of DuBois, Pennsylvania:

ARTICLE I

SECTION 101. SHORT TITLE

This ordinance shall be known and may be cited as the "Administrative Code of the City of DuBois."

ARTICLE II

SECTION 201. DEFINITIONS

The words and phrases defined below shall have the meanings herein specified unless the context clearly requires otherwise.

- (a) "Administrative Service" shall mean those departments and agencies in the administrative organization under the authority of the Manager.
- (b) "Charter Law" shall mean the "Optional Third Class City Charter Law" (Council-Manager Plan), Act of 1957, July 15, P. L. 901, as amended.
- (c) "City" shall mean the City of DuBois, Pennsylvania.
- (d) "Council" shall mean the City Council of the City of DuBois, Pennsylvania.
- (e) "Manager" shall mean the City Manager of the City of DuBois, Pennsylvania.

SECTION 301. GENERAL POWERS - The legislative power and all matters of policy of the City government shall be vested in and exercised by the Council.

SECTION 302. MAYOR - The Mayor shall preside at all meetings of the City Council and shall have a voice and vote in its proceedings. All bonds, notes, contracts and written obligations of the City shall be executed on its behalf by the Mayor and Controller or, in the event of the Mayor's inability to act, by the Controller and such Councilman as the City Council shall designate to act as Mayor during his absence or disability. The powers and duties of the Mayor shall be only such as are expressly conferred upon him by Article V, Section 508 of the Charter Law.

SECTION 303. MEETINGS - Regular meetings of Council shall be held at least twice a month on such date and at such time and place as shall be established by resolution of Council. All meetings shall be open to the public and notice of regular, special and adjourned meetings shall be given as prescribed by law.

## ARTICLE IV. MANAGER

SECTION 401. The City Manager - The City Manager shall be the chief administrative officer of the City and shall have all the powers, duties and responsibilities set out in the Optional Third Class City Charter Law. In addition thereto, the Manager shall:

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(a) Be responsible to Council for the direction and supervision of the affairs of the City in accordance with policies established by Council and in a manner satisfactory to a majority thereof.

(b) Appoint competent, qualified officers and employees to the administrative service and have the power to dismiss, suspend and discipline in accordance with the Optional Third Class City Charter Law.

(c) Designate himself or some other officer or employee to perform the duties of any office or position in the administrative service during a vacancy, absence or disability of an incumbent.

(d) Have the power to assign any employee of the City under his authority to any department or branch thereof requiring services appropriate to the personnel classification of the employee so assigned and subject to the limitations of Civil Service laws, and prevailing labor contracts.

(e) Have the power to prescribe rules and regulations as he shall deem necessary or expedient for the conduct of administrative agencies under his authority and to revoke, suspend or amend any rule or regulation of the administrative service.

(f) Have the power to investigate, examine, or inquire into the affairs or operations of any department, division, bureau or office under his authority.

(g) Have the power to set aside any action taken by a department director under his authority and supersede him in the functions of his office.

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(h) Have the power to direct any department, division, bureau or office under his authority to perform the work of any other department, division, bureau, or office.

(i) Have the power to designate from the administrative service such committees and the officers thereof as he shall find necessary for the proper consideration of administrative problems.

(j) Establish a uniform accounting system in accordance with Article V of the Optional Third Class City Charter Law throughout the City government. Such system shall be designed to reflect accurately the assets and liabilities and the income and expenses of the City and shall control all expenditures by an encumbrance system.

(k) Prepare and present to Council an annual budget.

(l) Prepare and present to Council a monthly financial report of City revenues and expenditures for all departments and funds. The report shall include the amounts budgeted, current monthly expenditures, year to date receipts and expenditures and the remaining balances.

(m) Prepare and present to Council an annual report on the operating performance of all departments and City agencies.

(n) Negotiate labor contracts subject to approval of City Council.

#### ARTICLE V.

#### SECTION 501. ADMINISTRATIVE DEPARTMENTS

The City shall have the following administrative departments:

(a) Department of Administration and Finance

(b) Department of Public Works

(c) Department of Health, Code Enforcement & Zoning

(d) Police Department

(e) Volunteer Fire Department

SECTION 502. Department directors, except for the director of the Volunteer Fire Department, who shall be the Fire Chief elected by the members of the Volunteer Fire Department, shall be chosen by the City Manager solely on the basis of executive and administrative qualifications appropriate to the duties of their respective departments, and shall be subject to removal at the discretion of the Manager, as provided by Section 516 of the Optional Third Class City Charter Law.

SECTION 503. DEPARTMENT HEADS; DUTIES

Each department head shall perform all duties required by his office by charter, by ordinance, or other laws, and each shall perform such duties not in conflict therewith as may be assigned by the City Manager. Specific duties shall include:

(a) Responsibility to the City Manager. Be immediately responsible to the City Manager for the effective administration of their department and all activities assigned thereto.

(b) Cooperate with Other Departments. Furnish to any other department or office such service, labor, equipment, or materials as may be requisitioned by the head of such other office and as its own facilities permit.

(c) Authority over Employees. Shall recommend to the City Manager the appointment and removal of all subordinates under them subject to the Personnel and Civil Service Regulations of the City of DuBois.

(d) Report to the City Manager. Submit reports of the activities of their departments when requested by the City Manager.

(e) Maintain Records. Establish and maintain a system of records and reports in sufficient detail to furnish all information necessary for proper control of departmental activities and to form a basis for the reports required by the City Manager.

(f) Inaugurate Sound Practices. Keep informed as to the latest practices in their particular field and shall inaugurate, with the approval of the City Manager, such new practices as appear to be of benefit to the service and to the public.

(g) Delegation of Duties. Have power to delegate to members of the departments or divisions coming under their direction such duties and responsibilities as deemed advisable, together with proportionate authority for their fulfillment but in no case may they delegate their overall responsibility or any of their accountability.

(h) Maintain Equipment. Be responsible for the proper custody and maintenance of all City property and equipment used in their departments.

(i) Intra-Departmental Organization. Prescribe the internal organization of the department and the duties of subordinate officers and employees of the department with the approval of the City Manager.

SECTION 504. THE DEPARTMENT OF ADMINISTRATION AND FINANCE

The Department of Administration and Finance shall be under the direct supervision of the City Manager. This Department shall perform the administrative service functions of the City, its departments and agencies not otherwise specifically provided in this Administrative Code. The areas of responsibility shall include:

(a) Supervision of personnel policies and practices as established by Council.

(b) Administration of a centralized purchasing and billing system for all departments of City government.

(c) Development of the fiscal aspects of the capital improvements and development programs of the City.

(d) Preparation of the annual operating budget.

(e) General supervision over all officers of the City regarding the proper management of the fiscal concerns of their respective offices.

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(f) Issuance of such financial reports as are deemed appropriate and necessary by Council.

(g) Such other functions as shall be assigned to this department by general law or by Council.

SECTION 505. THE DEPARTMENT OF PUBLIC WORKS

The Department of Public Works shall be headed and supervised by a Director of Public Works who shall also serve as City Engineer. He shall be registered to practice as a civil engineer by the Commonwealth of Pennsylvania. The Department shall be responsible for all matters relating to the construction, maintenance and operation of the physical properties of the City to the extent that such responsibilities are not expressly charged to any other department or office. The areas of responsibility of the Department of Public Works shall include:

(a) Prepare plans, specifications and estimates for all City engineering work, and work with consultant on projects for which a consultant may be retained.

(b) Furnish Council, heads of departments, and City boards or commissions with reports, information or estimates on any City engineering work, or on questions submitted by any of them in their official capacity.

(c) Inspect and approve all municipal improvements and execute all certificates of commencement and completion in regard thereto.

(d) Have charge and direction of all surveys.

(e) Have custody of and maintain the registry of real estate in the City and all City maps, engineering plans, books and records.

(f) The administration, direction and supervision of streets, and bridges.

(g) The administration, direction and supervision of the City water system.

(h) The administration, direction and supervision of the storm sewers.

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(i) The administration, direction and supervision of the sanitary sewer system.

(j) The administration, direction and supervision of City property.

(k) The administration, direction and supervision of parks, playgrounds and other recreational facilities of the City.

(l) The administration, direction and supervision of snow and ice control.

(m) The collection and disposal of all garbage, ashes, rubbish and refuse.

(n) Performance of such other functions and duties as may be required by Council, or the City Manager.

SECTION 506. DEPARTMENT OF HEALTH, CODE ENFORCEMENT & ZONING

The Department of Health, Code Enforcement & Zoning shall be under the direction and supervision of a department head appointed by the City Manager. The areas of responsibility of the Department of Health, Code Enforcement & Zoning shall be:

(a) Building, housing, and sidewalk inspection.

(b) Plumbing inspection.

- (c) Code Enforcement.
- (d) Inspect and issue licenses for eating and drinking establishments as required by law.
- (e) Zoning permits.
- (f) Attend all zoning hearings.
- (g) Issue building permits.
- (h) Assist Planning Commission.
- (i) Performance of such functions and duties as may be prescribed by ordinance or required by Council.

SECTION 507. POLICE DEPARTMENT

(a) The Police Department shall be under the direction of the Chief of Police.

(b) The members of the Police Department shall possess the qualification and perform the duties as prescribed in the Third Class City Code.

(c) In addition to other duties which may be assigned by the City Manager, the Chief of Police shall:

- (1) Be responsible for the preservation of the public peace and order, traffic control, parking meter enforcement, the prevention and detection of crime, the apprehension of offenders of laws and ordinances, the protection of persons and property and the enforcement of the criminal laws of the United States, the Commonwealth of Pennsylvania, and the penal ordinances of the City of DuBois as are applicable and within the jurisdiction of the Police Department.
- (2) Assign officers to shifts, and make any other work assignments as necessary for the proper operation of the department. Special work assignments of a permanent nature shall be issued in writing with a copy filed with the City Manager.
- (3) With approval of the City Manager, assign auxiliary policemen as necessary.

SECTION 508. FIRE DEPARTMENT

The Fire Department shall be headed and supervised by the Fire Chief, who shall be elected by the members of the Volunteer Fire Department. He shall also serve as Fire Marshall and Fire Prevention Code Enforcement Officer, in charge of the Bureau of Fire Prevention. The Fire Department shall be responsible for fire fighting, fire prevention work, and the investigation of the causes of fires within the City.

SECTION 601. CITY SOLICITOR

The City Solicitor shall be appointed by and serve at the pleasure of Council. The Council may appoint such Assistant Solicitor or Solicitors as it deems necessary. The areas of responsibility of the Solicitor shall be to:

(a) Advise Council and the City Manager or any other City officer, when thereto requested, upon all legal questions arising in the conduct of City business.

(b) Prepare or revise ordinances as requested by Council, the City Manager or any other officer thereof.

(c) Give his written opinion on any legal matter or question submitted to him by Council or the City Manager or any of its committees or by any other City officer.

(d) Attend all Council meetings in their entirety for the purpose of giving Council and the City Manager any legal advice.

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(e) Prepare for execution all contracts and instruments to which the City is a party and approve as to form all bonds required to be submitted to the City.

(f) Represent the City in all legal actions brought by or against the City.

(g) Have the power to adjust, settle, compromise or submit to arbitration any action or causes of action, accounts, etc., in which the City is concerned, as directed by Council.

(h) Make an annual report to Council and the Manager of all pending litigation in which the City has an interest and the condition thereof.

(i) Keep records and deliver all records and documents and property of every description in his possession, belonging in his office or to the City, to his successor in office, who shall give duplicate receipts therefor, one of which he shall file with the City Manager.

(j) The City Solicitor shall furnish such fidelity bond, and other insurance as required by general law, and in such amounts as Council, by ordinance, shall require.

#### ARTICLE VII. CITY CLERK

SECTION 701. The City Clerk shall be appointed by the City Manager. His duties shall include:

(a) Recording, filing, indexing, and safekeeping of all ordinances, and other proceedings of Council.

(b) Maintenance of records and files of general application to City operations, its debts, and agencies.

(c) Maintenance of separate, and distinct records of all City assets, property, trusts, and debts owing to the City, and other resources.

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- (d) Assist City Manager in the preparation of budget.
- (e) Assist City Manager as required in other administrative functions.
- (f) Performance of such other functions, and duties as may be assigned by Council, or the City Manager.

#### ARTICLE VIII. CITY TREASURER

SECTION 801. The City Treasurer shall perform such functions and duties, and have such powers relating to the collection, receiving, safekeeping, and payment over of public monies, including City, County, institutional district and school district taxes as provided by general law, and shall have such other functions, powers, and duties as may be assigned to him by the City Manager.

(a) The City Treasurer shall disburse all funds by check, after approval by the City Controller.

(b) The City Treasurer shall furnish such fidelity bond, and other insurance as required by general law, and in such amounts as Council, by ordinance, may require.

#### ARTICLE IX. CITY CONTROLLER

##### SECTION 901. DUTIES

(a) The City Controller shall review all warrants for the expenditure of City monies and, if satisfied that such expenditure is within the budget allotment pertaining thereto, shall sign said warrant before it is presented to the City Treasurer for payment. In so doing he shall also preaudit all claims and demands against the City prior to payment and shall approve warrants for payment thereof only if satisfied that such payment is in accordance with law. The City Controller shall

be responsible for the control of an encumbrance system of the City Budget operation. He shall receive from the Manager and Directors such information regarding City properties and obligations and City income and expenditures as he deems necessary to carry out these duties. He shall furnish Council and the Manager a report concerning these matters at such time as he deems necessary.

(b) He shall likewise audit, or with the consent of Council cause to be made by an accountant an annual audit of, all the accounts of any municipal officer in any department of the city government who may be charged with the duty, or who may perform the services, of receiving and disbursing the funds of any association, society, or organization of municipal employees or persons, directly or indirectly connected with the municipal government, for the benefit, relief, or pensioning of firemen, policemen, or other municipal employees or persons as aforesaid.

(c) The City Controller shall furnish such fidelity bond, and other insurance as required by general law, and in such amounts as Council, by ordinance, may require.

#### ARTICLE X. AUTHORITIES, BOARDS AND COMMISSIONS

SECTION 1001. The City may establish such Authorities, boards and commissions as authorized by general law, and such additional boards and commissions as the Council shall deem necessary or appropriate. Unless prohibited by statute, Authorities, boards and commissions shall be attached to an appropriate City department for administrative purposes as provided by Council. Council may also provide for the appointment of the Manager as ex-officio member of various Authorities, boards and commissions.

#### ARTICLE XI. PERSONNEL POLICY

SECTION 1101. The City Manager shall be responsible for the establishment and maintenance of a merit system personnel program which is to include a position classification system and pay plan covering all City employees as provided by the Charter Law. The basic personnel policy of the City shall be:

(a) Employment by the City shall be based upon merit and fitness free from personal, racial, religious and political considerations.

(b) Recruitment shall be conducted on a broad basis in order to secure an adequate field of selection.

(c) Just and equitable conditions of employment shall be established and maintained in order to promote efficiency and economy in the operation of the City.

(d) Positions having similar duties and responsibilities shall be classified and compensated on a uniform basis.

(e) Appointments, promotions and other personnel actions shall be made on merit, systematic tests and evaluations. New employees must pass a physical examination.

(f) Tenure of employees and appointive officers shall be subject to good behavior, satisfactory performance of work, requirements of the City and availability of funds.

(g) All persons employed by the City of DuBois shall be residents of the City, unless specifically authorized otherwise by action of City Council.

#### ARTICLE XII. RULES AND REGULATIONS

SECTION 1201. No rule or regulation made by any department, office, agency or authority of the City, except such as relates to the organization or internal management of the City, shall take effect until it has been approved as to form and legality by the City Solicitor and approved by the City Manager. City Council shall receive all such rules and regulations and they shall be filed with the Manager.

ARTICLE XIII. SEVERABILITY

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SECTION 1301. The provisions of this ordinance shall be severable and if any of its provisions shall be held to be unconstitutional or illegal the validity of any of the remaining provisions of the ordinance shall not be affected thereby. It is hereby expressly declared as the intent of Council that this ordinance would have been adopted had such unconstitutional or illegal provision or provisions not been included herein.

ARTICLE XIV. REPEALER AND EFFECTIVE DATE

SECTION 1401. REPEALER

(a) All ordinances and parts of ordinances heretofore enacted which are inconsistent with any provision of this code are, to the extent of such inconsistency, hereby repealed.

(b) The repeal of any ordinance, or part thereof, by this code or by any other ordinance shall not revise any former ordinance or part thereof which may have been repealed by such repealed ordinance or part thereof.

SECTION 1402. EFFECTIVE DATE

This ordinance shall take effect January 1, 1980.

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ATTEST: *W. F. Lepionka*  
W. F. LEPIONKA  
City Clerk

APPROVED: June 11, 1979

*Mark Vrahas*

Passed by Council: June 11, 1979

MARK VRAHAS  
Mayor and President of Council



Docket No. A-2024-3052728  
Petition of the City of DuBois for Approval of the Right to Abandon  
Water Service to the Public Outside of its Corporate Limits

Responses TUS Data Requests – Set 1

**A-6** The Consolidation Agreement's Section 11 specified that water services in Sandy are provided by the Sandy Township Municipal Authority, and that upon consolidation, New City will provide water service to all New City residents upon uniform terms, conditions, and rates. However, it is unclear whether, upon consolidation, New City will adopt DuBois water tariff rates, Sandy Township Municipal Authority adopted water rates, or other rates for customers served by DuBois in Sandy as of the consolidation date (i.e., Commission-jurisdictional customers). Please either confirm that New City will adopt DuBois' effective water tariff rates for DuBois customers in Sandy as of the consolidation date or provide a comparison of DuBois and New City water service rates, by customer class, that reflects the anticipated changes in rates for DuBois customers in Sandy.

**Response: Benjamin Kafferlin, City of DuBois, Interim City Manager**

The Joint Consolidation Board convened to manage the consolidation has retained consultants to prepare a rate study in order to develop new uniform rates for the New City customers. The rate study will be publicly available upon completion, which is anticipated to occur by June 1, 2025.

**Response Provided by:**

**Date: February 10, 2025**

Docket No. A-2024-3052728  
Petition of the City of DuBois for Approval of the Right to Abandon  
Water Service to the Public Outside of its Corporate Limits

Responses TUS Data Requests – Set 1

**A-7** Please explain how the consolidation will impact water services for DuBois customers in Sandy, including whether DuBois anticipates future service improvements from consolidation.

**Response:**

The consolidation will result in more administratively efficient services for customers in the New City of DuBois. Currently, customers in the City of DuBois and Sandy Township pay different water rates depending on whether they are customers within the City's corporate limits, customers within Sandy Township and connected to the City's water distribution system, or customers within Sandy Township and connected to the Sandy Township Municipal Authority's water distribution system. The consolidation will allow the New City to simplify the administrative processes for rate setting and billing. Labor would similarly become more efficient for ratepayers as the New City would consolidate salaries and benefits under the New City water operations would also improve as the New City would benefit from streamlined facilities maintenance operations as main replacements, meter upgrades, and other operational activities would be coordinated between a single water utility and a single municipal body.

Additionally, as all water customers would be either former residents of Sandy Township or the Existing City of DuBois, all water customers would benefit from the consolidation reduced overhead expense for other local government departments currently duplicated among the two municipalities, including police, fire, and public works departments.

**Response Provided by: Benjamin Kafferlin, City of DuBois, Interim City Manager**

**Date: February 10, 2025**

Docket No. A-2024-3052728  
Petition of the City of DuBois for Approval of the Right to Abandon  
Water Service to the Public Outside of its Corporate Limits

Responses TUS Data Requests – Set 1

**A-8** Please explain how the consolidation will impact water rates for DuBois customers in Sandy, including whether DuBois anticipates future efficiencies or cost savings from consolidation.

**Response:**

See response to A-7.

**Response Provided by: Benjamin Kafferlin, City of DuBois, Interim City Manager**

**Date: February 10, 2025**

Docket No. A-2024-3052728  
 Petition of the City of DuBois for Approval of the Right to Abandon  
 Water Service to the Public Outside of its Corporate Limits

Responses TUS Data Requests – Set 1

**A-9** Please identify the required permits and approvals for DuBois to transfer its water system assets to New City and specify the status of each permit or approval and its estimated cost.

**Response:**

Based on available records, the below list represents the permits the City believes must be approved for transfer by the PA Department of Environmental Protection (DEP) and the Susquehanna River Basin Commission (“SRBC”) in order to complete the transfer of the water system assets to the New City.

Permit	Issuance/Last Renewal	Notes
WO&E Permit No. <a href="#">E17-450</a>	6/2/2009	This WO&E permit authorized stream/wetland encroachments associated with construction of water supply line.
NPDES IW Permit No. <a href="#">PA0113051</a>	1/19/2022	This NPDES IW permit authorizes discharges from the City's drinking water treatment plant.
WQM Permit No. <a href="#">1701201</a>	12/11/2001	This WQM permit authorized construction of the IW facility at the City's drinking water treatment plant.
PWS Construction Permit No. <a href="#">1713502</a> (and any subsequent amendments/modifications)	12/5/2013	Chapter 109 PWS construction permit issued for the City's drinking water system.
PWS Operations Permit No. <a href="#">6372</a> (and any subsequent amendments/modifications)	4/4/2001	Chapter 109 PWS operations permit issued for the City's drinking water system.
PWS Operations Permit No. <a href="#">1790502</a> (and any subsequent amendments/modifications)	4/4/2001	Chapter 109 PWS operations permit issued for the City's drinking water system.
PWS Operations Permit No. <a href="#">1721504</a> (and any subsequent amendments/modifications)	1/24/2024	Chapter 109 PWS operations permit issued for the City's drinking water system.
PWS Construction Permit No. <a href="#">1712502</a> (and any subsequent amendments/modifications)	3/19/2013	Chapter 109 PWS construction permit issued for the City's drinking water system.
PWS Construction Permit No. <a href="#">MA-ASPEN WAY</a> (and any subsequent amendments/modifications)	12/12/2012	Chapter 109 PWS construction permit issued for the City's drinking water system.
PWS Operations Permit No. <a href="#">MA-PLATT ROAD</a> (and any subsequent amendments/modifications)	12/12/2012	Chapter 109 PWS operations permit issued for the City's drinking water system.
PWS Operations Permit No. <a href="#">2584</a> (and any subsequent amendments/modifications)	4/4/2001	Chapter 109 PWS operations permit issued for the City's drinking water system.
PWS Operations Permit No. <a href="#">MA-ASPEN WAY</a> (and any subsequent amendments/modifications)	12/12/2012	Chapter 109 PWS operations permit issued for the City's drinking water system.
PWS Operations Permit No. <a href="#">267W016-A2</a> (and any subsequent amendments/modifications)	8/10/2022	Chapter 109 PWS operations permit issued for the City's drinking water system.

Docket No. A-2024-3052728  
Petition of the City of DuBois for Approval of the Right to Abandon  
Water Service to the Public Outside of its Corporate Limits

Responses TUS Data Requests – Set 1

PWS Operations Permit No. <a href="#">2890</a> (and any subsequent amendments/modifications)	4/4/2001	Chapter 109 PWS operations permit issued for the City's drinking water system.
PWS Operations Permit No. <a href="#">2724</a> (and any subsequent amendments/modifications)	4/4/2001	Chapter 109 PWS operations permit issued for the City's drinking water system.
PWS Operations Permit No. <a href="#">265-W-021</a> (and any subsequent amendments/modifications)	4/4/2001	Chapter 109 PWS operations permit issued for the City's drinking water system.
PWS Construction Permit No. <a href="#">MA-PLATT ROAD</a> (and any subsequent amendments/modifications)	12/14/2012	Chapter 109 PWS construction permit issued for the City's drinking water system.
SRBC Docket Nos. 20060304 and 20060304-1	3/15/2005; 6/16/2017	SRBC withdrawal and out-of-basin diversion authorization and recognition of pre-Compact diversion.

**Response Provided by: Benjamin Kafferlin, City of DuBois, Interim City Manager**

**Date: February 10, 2025**

Docket No. A-2024-3052728  
Petition of the City of DuBois for Approval of the Right to Abandon  
Water Service to the Public Outside of its Corporate Limits

Responses TUS Data Requests – Set 1

**A-10** Please provide copies of letters from Sandy and Clearfield County indicating whether the Application is consistent with adopted municipal and county comprehensive plans and zoning ordinances.

**Response:**

The City will request letters consistent with this question from Sandy Township and Clearfield County and update this data request.

**Response Provided by: Benjamin Kafferlin, City of DuBois, Interim City Manager**

**Date: February 10, 2025**

Docket No. A-2024-3052728  
Petition of the City of DuBois for Approval of the Right to Abandon  
Water Service to the Public Outside of its Corporate Limits

Responses TUS Data Requests – Set 1

**A-11** Please explain how customers served by DuBois in Sandy receive wastewater service.

**Response:**

All customers located in Sandy Township currently receive wastewater service from the Sandy Township Municipal Authority.

**Response Provided by: Benjamin Kafferlin, City of DuBois, Interim City Manager**

**Date: February 10, 2025**

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of the City of DuBois for Approval of the Right :  
to Abandon Water Service to the Public Outside of its : Docket No. A-2024-3052728  
Corporate Limits :

**VERIFICATION**

I, Benjamin Kafferlin, Interim City Manager of the City of DuBois, hereby state that the facts set above in the responses to TUS Data Request, Set 1 are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Dated: February 10, 2025

  
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Benjamin Kafferlin  
Interim City Manager  
City of DuBois