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November 11, 2025

**VIA ELECTRONIC FILING**

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

**RE: Borough of Phoenixville, Montgomery County, Pennsylvania  
Pennsylvania-American Water Company**

Dear Secretary Homsher:

Attached for filing with the Pennsylvania Public Utility Commission is the Third Amendment to Water Supply Agreement Between the Borough of Phoenixville, Montgomery County, Pennsylvania and Pennsylvania-American Water Company. This agreement is being filed pursuant to 66 Pa. C.S. § 507.

Pursuant to 52 Pa. Code § 1.11, the attached document is to be deemed filed on November 11, 2025, which is the date it was electronically filed using the Commission's e-filing system.

If you have any questions, please do not hesitate to contact me. Thank you.

Respectfully submitted,

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

Adeolu A. Bakare  
MCNEES WALLACE & NURICK LLC

Counsel to the Borough of Phoenixville

cc: Teresa K. Harrold, Esq. (via email)

**THIRD AMENDMENT TO WATER SUPPLY AGREEMENT BETWEEN THE  
BOROUGH OF PHOENIXVILLE, MONTGOMERY COUNTY, PENNSYLVANIA  
AND PENNSYLVANIA-AMERICAN WATER COMPANY**

**THIS THIRD AMENDMENT**, made and entered into as of this <sup>38<sup>th</sup></sup> day of <sup>October</sup>, 2025, by and between: BOROUGH OF PHOENIXVILLE, a municipal corporation of the Commonwealth of Pennsylvania (hereinafter referred to as "Phoenixville") and PENNSYLVANIA-AMERICAN WATER COMPANY (hereinafter referred to as "PAWC") as successor in interest to CITIZENS UTILITIES HOME WATER COMPANY (hereinafter referred to as "Citizens").

WITNESSETH:

WHEREAS, Phoenixville and Citizens entered into a Water Supply Agreement on March 10, 1986 and amended on February 27, 1990 (the "Agreement"), under which Phoenixville currently provides continuous wholesale supply of water to PAWC as successor in interest to Citizens; and

WHEREAS, the Agreement sets forth in Article I, Section 1 that to the extent required by Citizens, Phoenixville shall furnish and deliver water in an amount not to exceed a 1.15 mgd peak day water demand to the proposed service areas shown on Exhibits "A" and "B" of the Agreement; and

WHEREAS, the Agreement sets forth in Article I, Section 2 that the Agreement shall continue in effect until January 1, 2026, and not later than the first day of March 2025, both Phoenixville and PAWC shall commence negotiations for continuation, extension, or renewal of the Agreement.

WHEREAS, the Agreement sets forth in Article I, Section 4 various Water Service Delivery provisions.

WHEREAS, the Agreement sets forth in Article III, Section 1, that (i) the purchased water rate shall be as established by the Pennsylvania Public Utility Commission and may not be changed except by Pennsylvania Public Utility Commission Order and (ii) Phoenixville and PAWC each reserve the right (but do not have the obligation) to file with the Pennsylvania Public Utility Commission for a change in the purchased water rate at "anytime"; and

WHEREAS, the Agreement sets forth in Article V, Section 4, specific contact information for providing notices and/or communications to Phoenixville and PAWC; and

WHEREAS, the Agreement sets forth in Article V, Section 5, that the Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns; and

WHEREAS, the parties desire to amend the aforementioned provisions in the manner hereinafter set forth.

NOW, THEREFORE, and in consideration of the foregoing and of the mutual covenants herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Article I, Section 1 of the Agreement is deleted in its entirety (including Exhibits "A" and "B") and is replaced with the following:

"Phoenixville shall furnish and deliver water to PAWC and PAWC shall accept and purchase water in an aggregate amount not to exceed a 1.15 mgd peak day water demand to be delivered to the metering points described in Article I, Section 4 of the Agreement. PAWC must purchase an average aggregate amount of at least 150,000 gallons of water per day from Phoenixville, as measured on a rolling 30-day basis at the metering points described in Article I, Section 4 of the Agreement. PAWC further agrees to continue a take or pay minimum of 4.5 million gallons per month."

2. Article I, Section 2 of the Agreement is deleted in its entirety and replaced with the following:

"This Agreement shall continue in effect for an initial term of two (2) years from January 1, 2026, with the option to extend annually for up to a five (5) year term, or to terminate the agreement upon 180 days' notice of the expiration of the initial term. At the conclusion of this Agreement, PAWC may pursue a transition to an emergency connection agreement."

3. Article I, Section 4 of the Agreement shall be amended with the following section:

"5. Phoenixville and PAWC agree to preserve the interconnections at Sowers Ave., Pit 1, and Pit 2 for the duration of the Agreement."

4. Article III, Section 1 of the Agreement is deleted in its entirety and replaced with the following:

"Phoenixville hereby agrees that the purchased water rate shall be \$8.00 per 1,000 gallons of water delivered to the metering points described in Article I, Section 4 of the Agreement. This rate will increase by \$1.00 on the effective date of any general base rate increase approved by the Pennsylvania Public Utility Commission for PAWC following the date of this Third Amendment."

5. Article V, Section 4 of the Agreement is deleted in its entirety and replaced with the following:

"All notices or communications hereunder shall be sent to Phoenixville, addressed as follows:

Borough of Phoenixville  
Attn: E. Jean Krack  
351 Bridge Street, 2<sup>nd</sup> Floor

Phoenixville, PA 19460

with copies to:

McNees Wallace & Nurick LLC  
Attn: Adeolu A. Bakare, Esq.  
100 Pine Street  
P. O. Box 1166  
Harrisburg, PA 17108

or to such other addresses as Phoenixville may advise PAWC in writing.

All notices or communications hereunder shall be sent to PAWC as follows:


Pennsylvania-American Water Company  
Attn: General Counsel  
852 Wesley Drive  
Mechanicsburg, PA 17055


or to such other addresses as PAWC may advise Phoenixville in writing."

6. The foregoing amendments shall be effective upon approval of this Third Amendment by the Pennsylvania Public Utility Commission ("PUC").
7. In all other respects, the Agreement, remains unchanged by this Third Amendment, and is herein ratified and confirmed by the parties.

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

ATTEST:

  
E. JUAN KRAMIK  
Paralegal Manager

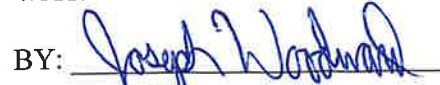
  
JUSTIN J. BRIME

BOROUGH OF PHOENIXVILLE

BY: 

TITLE: COUNCIL PRESIDENT

PENNSYLVANIA AMERICAN  
WATER COMPANY

BY: 

TITLE: Senior Director