



McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

Adeolu A. Bakare
Direct Dial: 717.237.5290
abakare@mcneeslaw.com

December 3, 2025

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

VIA ELECTRONIC FILING

RE: Public Utility Municipal Contract – Third Amendment to Water Supply Agreement between Pennsylvania-American Water Company and the Borough of Phoenixville, dated October 28, 2025; Docket No. U-2025-3058486

Dear Secretary Homsher:

Attached please find for filing with the Pennsylvania Public Utility Commission the Responses of the Borough of Phoenixville 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 Borough of Phoenixville

cc: Susan Johnson (Bureau of Technical Utility Services, Water/Wastewater Section) suejohnso@pa.gov
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
ra-sba@pa.gov

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

Darryl Lawrence, Esq.
Melanie El Atieh, Esq.
Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101
ra-oca@paoca.org
melatieh@paoca.org



Adeolu A. Bakare

Counsel to Borough of Phoenixville

Dated this 3rd day of December, 2025, in Harrisburg, Pennsylvania.

Docket No. A-2025-3058486
Public Utility Municipal Contract – Third Amendment to Water Supply Agreement between
Pennsylvania-American Water Company and the Borough of Phoenixville,
dated October 28, 2025

Responses TUS Data Requests – Set 1

- U-1.** Please provide a signed certificate of service in the form required by 52 Pa. Code § 1.58(a) evidencing that a copy of the Third Amendment to Water Supply Agreement (Third Amendment) was served on each of the following entities at their current mailing and/or email address:
- a. Office of Small Business Advocate, 555 Walnut Street, Forum Place, 1st Floor, Harrisburg, Pennsylvania 17101, ra-sba@pa.gov
 - b. Office of Consumer Advocate, 555 Walnut Street, Forum Place, 5th Floor, Harrisburg, Pennsylvania 17101, ra-oca@paoca.org

Response:

See Attachment U-1.

Response Provided by: E. Jean Krack, Borough of Phoenixville, Borough Manager

Date: December 3, 2025

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the Third Amendment to Water Supply Agreement 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
ra-sba@pa.gov

Darryl Lawrence, Esq.
Melanie El Atieh, Esq.
Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101
ra-oca@paoca.org
melatieh@paoca.org



Adeolu A. Bakare

Counsel to Borough of Phoenixville

Dated this 3rd day of December, 2025, in Harrisburg, Pennsylvania.

Docket No. U-2025-3058486
Public Utility Municipal Contract – Third Amendment to Water Supply Agreement between
Pennsylvania-American Water Company and the Borough of Phoenixville,
dated October 28, 2025

Responses TUS Data Requests – Set 1

U-2. In the first recital of the Third Amendment, PAWC referenced a Water Supply Agreement between Phoenixville and Citizens, dated March 10, 1986 (Water Supply Agreement), under which Phoenixville currently provides continuous wholesale supply of water to PAWC as successor in interest to Citizens. Please provide a copy of the Water Supply Agreement that includes all exhibits.

Response:

See Attachment U-2.

Response Provided by: E. Jean Krack, Borough of Phoenixville, Borough Manager

Date: December 3, 2025

M. H. Grown / Jim Gable

WATER SUPPLY AGREEMENT BETWEEN
THE BOROUGH OF PHOENIXVILLE, MONTGOMERY COUNTY, PENNSYLVANIA
AND CITIZENS UTILITIES HOME WATER COMPANY

THIS AGREEMENT, made and entered into this 10th day of March, 1988, and executed in duplicate originals (each executed copy constituting an original) by the BOROUGH OF PHOENIXVILLE, a municipal corporation of the Commonwealth of Pennsylvania (hereinafter referred to as "Phoenixville") and CITIZENS UTILITIES HOME WATER COMPANY, a Pennsylvania corporation (hereinafter referred to as "Citizens");

W I T N E S S E T H:

WHEREAS, Citizens owns and operates public utility water systems and provides public utility water service to the public located in and in the vicinity of Upper Providence and East Pikeland Townships, Montgomery County, Pennsylvania, for residential, commercial, industrial and corporate purposes, pursuant to Certificates of Public Convenience granted by the Pennsylvania Public Utility Commission; and,

WHEREAS, Phoenixville presently owns and operates a 6.0 million gallon per day (mgd) water treatment plant along the Schuylkill River and furnishes water service to itself and the Village of Mont Clare in Upper Providence Township; and,

WHEREAS, Citizens has been requested by developers to provide public utility water service to a portion of Upper Providence Township along Egypt Road in support of proposed development and Citizens proposes to enter into a Water Facilities Line Extension Agreement with one or more of said developers; and,

WHEREAS, Citizens desires to obtain a wholesale supply of water from Phoenixville for Citizens' use in portions of Upper Providence

Township and in a certain portion of its certificated service area within East Pikeland Township; and

WHEREAS, Phoenixville is willing to provide a continuous wholesale supply of water to Citizens to enable Citizens to provide public utility water service within Upper Providence Township and East Pikeland Township.

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Section 1 - Water Supply Requirements

1. Subject to the terms and conditions hereinafter set forth, Phoenixville shall deliver and sell to Citizens and Citizens shall purchase and receive from Phoenixville (i) its total supply of water required to accommodate the residential, commercial, industrial and corporate water requirements within Citizens' proposed service area, shown on Exhibit "A" attached hereto, and made a part hereof, along Egypt Road in Upper Providence Township, Montgomery County, Pennsylvania; provided, however, that Citizens shall not be obligated to use water purchased from Phoenixville to service areas for which a Water Facilities Line Extension Agreement was executed prior to the satisfaction of the conditions precedent for service within Upper Providence Township as contained in Article V, Section 2, herein; and (ii) its total supply of water for use within that certain proposed service area serving Southill Development within East Pikeland Township for which Citizens has a Certificate of Public Convenience, as shown on Exhibit "B", attached hereto and made a part hereof.

Citizens shall not sell, furnish or give away water to or for customers within the Village of Mont Clare presently served by the Borough of Phoenixville and shown on Exhibit "A" or in any area within Lower Providence Township, subject to the provisions of Article I, Section 3 herein, or unless permitted by separate agreements. Phoenixville shall not sell, furnish or give away any water to or for customers within Citizens' proposed service areas shown on Exhibits "A" or "B" or in Citizens remaining certificated service areas within East Pikeland Township. Except as provided for in this Article I, Section 1, Paragraph 1, if Citizens chooses not to obtain water for the area shown on Exhibit "A" and/or the area shown on Exhibit "B", then Phoenixville, subject to the approval of the regulatory agencies, shall be free to supply and sell water in those areas.

2. 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".

Section 2 - Term and Renewal of Agreement

1. This Agreement shall continue in effect until January 1, 2026.

2. Not later than the first day of March, 2025, both Phoenixville and Citizens shall commence negotiations for continuation, extension or renewal of this Agreement.

Section 3 - Emergency Water Service Agreements

Nothing in this Agreement shall be construed to prohibit Citizens from entering into any water service agreement with any other person,

corporation, firm, municipality, or utility for the purpose of obtaining or providing water in the event that there is a partial or total failure by Phoenixville to supply the quantities called for in Article I, Section 1 of this Agreement, or in the event that the water supply from Phoenixville becomes contaminated.

Section 4 - Water Service Delivery

1. Phoenixville shall furnish and deliver water to Citizens for use in Upper Providence Township at Citizens' metering point attached to Phoenixville's system at the intersection of Walnut Street and Bridge Street within the Village of Mont Clare.

2. Phoenixville shall furnish and deliver water to Citizens at suitable pressures and flows for use in East Pikeland Township at a metering point to be mutually agreed upon.

3. At all times, Phoenixville shall have the capability to furnish and deliver water to Citizens at the metering points described in Article I, Section 4, Paragraph 1, herein, at a flow rate greater than 1,100 gallons per minute (gpm) and a residual pressure greater than 70 pounds per square inch (psi). The static pressure at said metering point will not exceed 125 psi, however.

4. Water delivered at Citizens' metering points shall be clear, potable water, safe for human consumption, meeting drinking water standards of the Pennsylvania Public Utility Commission, the Pennsylvania Department of Environmental Resources, the United States Environmental Protection Agency and successor agencies.

Section 5 - Billing and Invoices

1. Invoices rendered pursuant to the rates and terms herein agreed upon shall be submitted monthly to Citizens by the fifth of the

month and shall contain statements of Citizens' meter readings at the beginning and at the end of the monthly billing period, and such other pertinent invoice data as may be required by Citizens. Citizens shall pay each invoice so rendered within thirty (30) days of the receipt thereof.

2. Should Citizens dispute any portion of the monthly billing, the following procedure shall be utilized, if not contrary to Pennsylvania Public Utility Commission Rules and Regulations:

- A. Citizens shall provide written notice to Phoenixville within 30 days of the receipt of the monthly invoice setting forth the basis for the dispute and indicating the contested dollar amount.
- B. The disputed matter, if not otherwise resolved, shall be submitted to arbitration within 30 days of notice provided under Article I, Section 5, Paragraph 2.A, herein. Arbitration shall be conducted in accordance with the Pennsylvania Uniform Rules of Procedure for Arbitration.
- C. The arbitrator's decision shall also award the prevailing party simple interest on the amount awarded at the then effective prime interest rate of Marine Midland Bank, New York.

ARTICLE II

TECHNICAL PROVISIONS

Section 1 - Measurement of Water Deliveries

All water furnished and delivered by Phoenixville to Citizens, for use within Upper Providence Township, shall be measured by

metering equipment located in the metering pit at the intersection of Walnut Street and Bridge Street in the Village of Mont Clare.

Section 2 - Meter Tests

1. In the event that any meter installed for measuring the quantity of water delivered to Citizens fails to register, the parties shall establish the duration of the period during which said meter failed to register and the quantity of water delivered through said meter during such period and, upon agreement, an appropriate adjustment based thereon shall be made in the amount billed to Citizens; provided, however, that the procedure resulting from application of this Article II, Section 2, Paragraph 1 does not contravene the Pennsylvania Public Utility Commission Rules and Regulations.

2. Testing of the meter installed for measuring the quantity of water delivered to Citizens by the Borough of Phoenixville and any appropriate adjustments to meter readings shall be governed by the regulations of the Pennsylvania Public Utility Commission codified at 52 PA Code Sections 65.8 and 65.9.

Section 3 - Continuity of Service and Consumption

1. Phoenixville shall use reasonable diligence to provide a regular and uninterrupted supply of water to Citizens' metering points, but shall not be liable for damages to Citizens for failure, suspension, diminution or other variations beyond the control of Phoenixville, including but not limited to acts of God or the public enemy, fire, floods, earthquakes or other catastrophes, failure or breakdown of transmission or other facilities. Phoenixville shall diligently seek to remedy the effects of any such occurrences.

2. If Phoenixville is unable to supply the water requirements of Citizens specified in Article I, Section 1, Paragraph 1, herein, for any reason, including, but not limited to requirements in excess of amounts guaranteed pursuant to Article I, Section 1, Paragraph 2, Citizens may obtain additional water service from sources other than those of Phoenixville.

3. Citizens shall use reasonable diligence in the operation and maintenance of any pumping and storage facilities and will not require water to be supplied to its Upper Providence Township facilities at a flow rate greater than 1,100 gpm or at an amount greater than 1.15 mgd.

ARTICLE III

RATES AND CHARGES

Section 1 - Determination of Payments

Phoenixville hereby agrees that the purchased water rate shall be as established by the Pennsylvania Public Utility Commission and may not be changed except by Order of the Pennsylvania Public Utility Commission. Phoenixville and Citizens 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.

ARTICLE IV

PROVISION AND MAINTENANCE OF FACILITIES

Section 1 - Facilities to be Provided by Phoenixville

Phoenixville agrees to provide and maintain all water treatment and transportation facilities, up to and including all metering points.

Section 2 - Facilities to be Provided by Citizens

Citizens agrees to provide and maintain all facilities required to connect the metering points with its water transmission and distribution systems. Citizens further agrees to provide and maintain any signaling devices within its systems that are necessary to control pumping rates from any booster station.

Section 3 - Access to Facilities

Authorized representatives of Phoenixville and Citizens will be allowed access to the metering points at suitable times to perform the obligations of Phoenixville and Citizens with respect to this Agreement.

ARTICLE V

GENERAL PROVISIONSSection 1 - General Conditions Precedent

This Agreement is expressly subject to and conditioned upon the following:

1. The prior approval of this Agreement by the Pennsylvania Public Utility Commission.
2. The approval by the Pennsylvania Public Utility Commission of any surcharge necessary for recovery of all costs under this Agreement which, in Citizens' sole judgement, will, in fact, enable Citizens to recover all costs to Citizens resulting from this Agreement.

Section 2 - Conditions Precedent Applicable Solely to Service Within Upper Providence Township

Purchase of water from Phoenixville by Citizens for use within Upper Providence Township is expressly subject to and conditioned upon the following:

1. The prior granting of a Certificate of Convenience and Necessity by the Pennsylvania Public Utility Commission for Citizens' provision of water service to the area described in Exhibit "A".

2. Execution of a Water Facilities Line Extension Agreement with one or more developers for construction of water transmission facilities within the area described in Exhibit "A".

Section 3 - Risk; Liability; Insurance; Penalties

1. Phoenixville shall perform all construction, operation and maintenance necessary to provide a supply of purchased water pursuant to this Agreement solely at its own risk and, in case of accident, damage or destruction of its water treatment or transmission facilities necessary to provide purchased water under this Agreement, Phoenixville will replace or repair forthwith at its own expense whatever is damaged or destroyed.

2. Phoenixville hereby assumes full responsibility and liability for the injury or death of any person, or persons, or loss or damage to any property, or to Citizens, contributed to or caused by the active or passive negligence of Phoenixville, its agents, servants, employees or subcontractors in the execution of the construction to be performed under this Agreement, or any claims arising from any action, in bringing the water to the metering points referred to in Article I, Section 4 hereof. Phoenixville will indemnify and hold harmless Citizens, its officers, directors, agents and employees from and against claims or expenses, including penalties and assessments, to which they or any of them may be subjected by reason of such failure to non-negligently construct and in case any suit or other proceeding shall be brought on account thereof,

Phoenixville will assume the defense at Phoenixville's own expense and will pay all judgments rendered therein.

3. Citizens hereby assumes full responsibility and liability for the injury or death of any person, or persons, or loss or damage to any property; or to Phoenixville, contributed to or caused by the active or passive negligence of Citizens, its agents, servants, employees, or subcontractors in the execution of the construction to be performed under this Agreement, or any claims arising from any action, in taking the water beyond the metering points referred to in Article I, Section 4 hereof. Citizens will indemnify and hold harmless Phoenixville, its officers, directors, agents and employees from and against any such claims or expenses, including penalties and assessments, to which they or any of them may be subjected and in case any suit or other proceeding shall be brought on account thereof, Citizens will assume the defense at Citizens' own expense and will pay all judgments rendered therein.

4. Phoenixville agrees to procure and maintain all insurances on its water treatment and transportation facilities construction and operation, and comprehensive general liability, required under this Article V, Section 3, Paragraphs 1 and 2. Such coverages shall be in content and amounts adequate to cover the risk commensurate with the operation and any construction to be performed under this Agreement.

5. Any penalties, fines, assessments, legal expenses, or civil damages assessed against Phoenixville for any omission or commission associated with the construction, operation (including but not limited to NPDES discharge penalties) or maintenance of the water treatment and transportation facilities not in accordance with any federal, state or local statute, rule, regulation or procedure, shall be borne

solely by Phoenixville, unless it is established that such fine or penalty was the result of some negligent or wrongful action or inaction of Citizens.

Section 4 - Notices

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

Borough of Phoenixville
Attn: William Herman, Borough Manager
140 Church Street
Phoenixville, PA 19460

or to such other addresses as Phoenixville may advise Citizens in writing, and to Citizens at:

Citizens Utilities Home Water Company
Attn: A. Wyda, Manager
135 North Fourth Street
Royersford, PA 19468

with copy to:

Citizens Utilities Home Water Company
Attn: David E. Chardavoyne
Assistant Vice President
High Ridge Park
Stamford, CT 06905

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

Section 5 - Successors and Assigns

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, provided however that any assignment shall be approved by the other party, which approval shall not be unreasonably withheld.

Section 6 - Miscellaneous

This Agreement may not be modified or amended except by a writing signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and expressly supersedes and revokes all other prior or contemporaneous promises, representations and assurances of any nature whatsoever with respect to the subject matter hereof. The remedies provided in this Agreement in favor of either party shall not be deemed either party's exclusive remedy but shall be in addition to all other remedies available at law or in equity. In the event any provision of this Agreement is for any reason adjudicated deficient, unenforceable, irregular and/or invalid, the parties hereto and each of them, will promptly take such action or proceedings as may be necessary to correct such deficiency or otherwise validate that provision. If any provision of this Agreement is declared void and unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect. No waiver by either party of any breach by the other of any provision of this Agreement nor any failure by either party to insist on strict performance by the other of any provision of this Agreement shall in any way be construed to be a waiver of any future or subsequent breach by either party or bar the right of either party to insist on strict performance by the other of the provisions of this Agreement in the future.

Section 7 - Effective Date

This Agreement shall become effective 30 days after a copy is filed with the Pennsylvania Public Utility Commission.

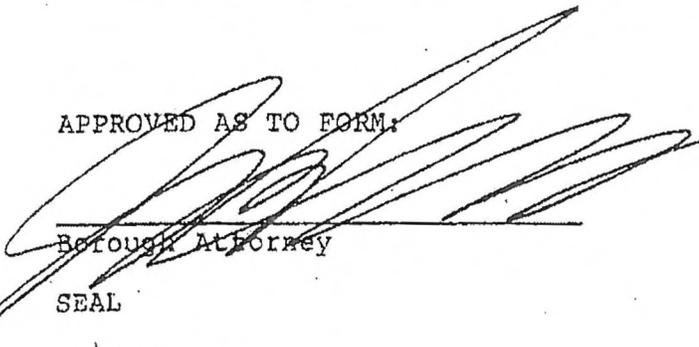
Section 8

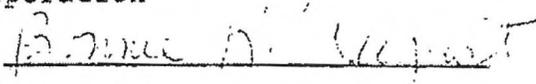
Attached as Appendix "C" hereto, and incorporated herein by reference, is a certified copy of an ordinance of Borough of Phoenixville accepting this Agreement and authorizing its duly authorized representatives to execute this Agreement in behalf of Borough of Phoenixville.

IN WITNESS WHEREOF, the BOROUGH OF PHOENIXVILLE and CITIZENS UTILITIES HOME WATER COMPANY have caused this Agreement to be signed by their respective officers and attested by their Borough Clerk and Assistant Secretary, respectively, and their seals affixed hereto, all as of the day and date first hereinabove set forth.

APPROVED AS TO FORM:

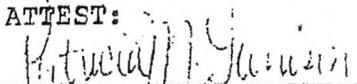
BOROUGH OF PHOENIXVILLE, a
Pennsylvania municipal
corporation


Borough Attorney

By 
Its _____

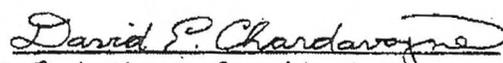
SEAL

ATTEST:

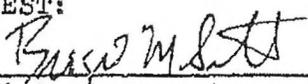

Borough Clerk

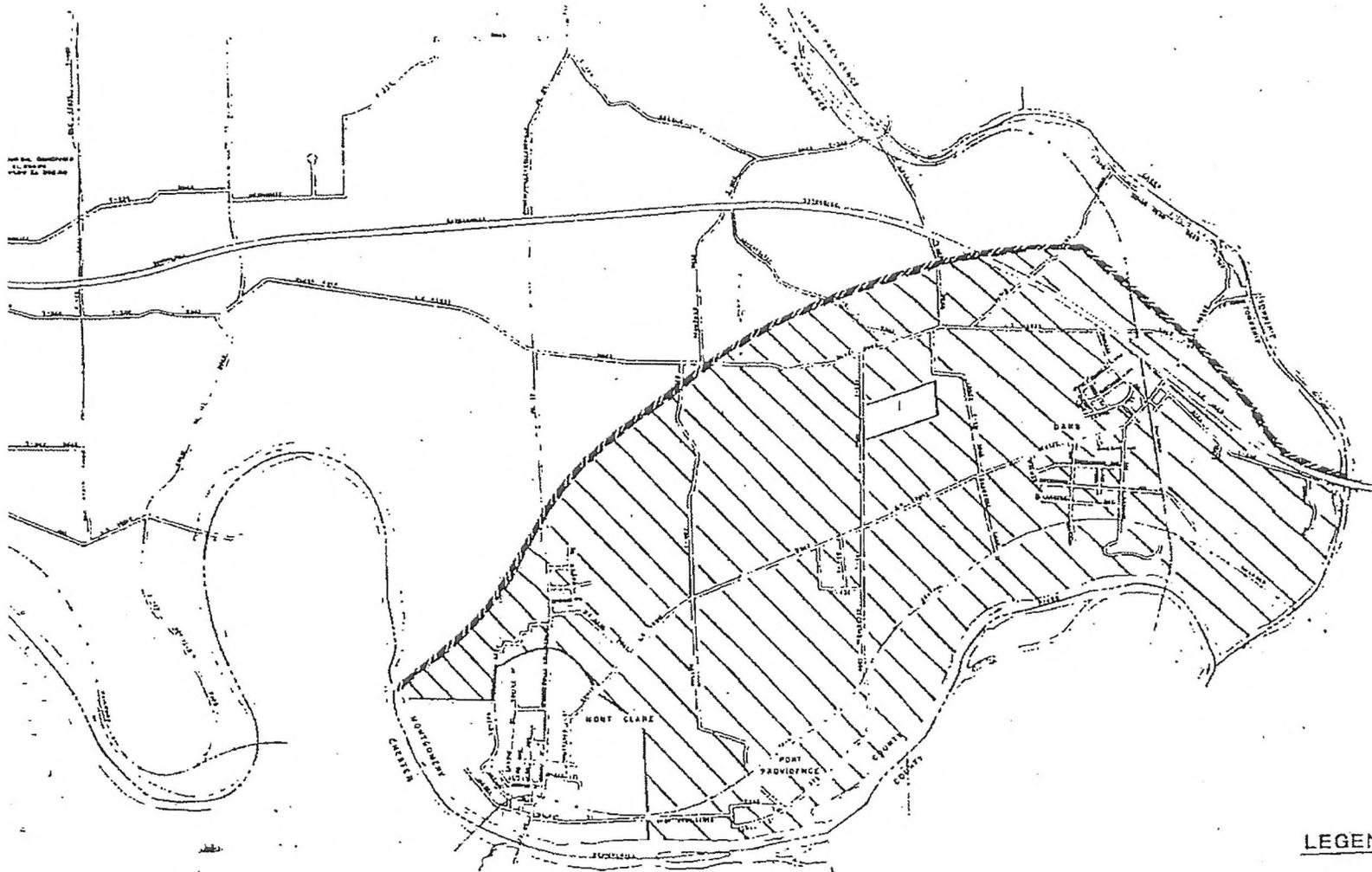
CITIZENS UTILITIES HOME WATER
COMPANY, a Pennsylvania
corporation

SEAL

By 
Its Asst Vice President

ATTEST:


Assistant Secretary

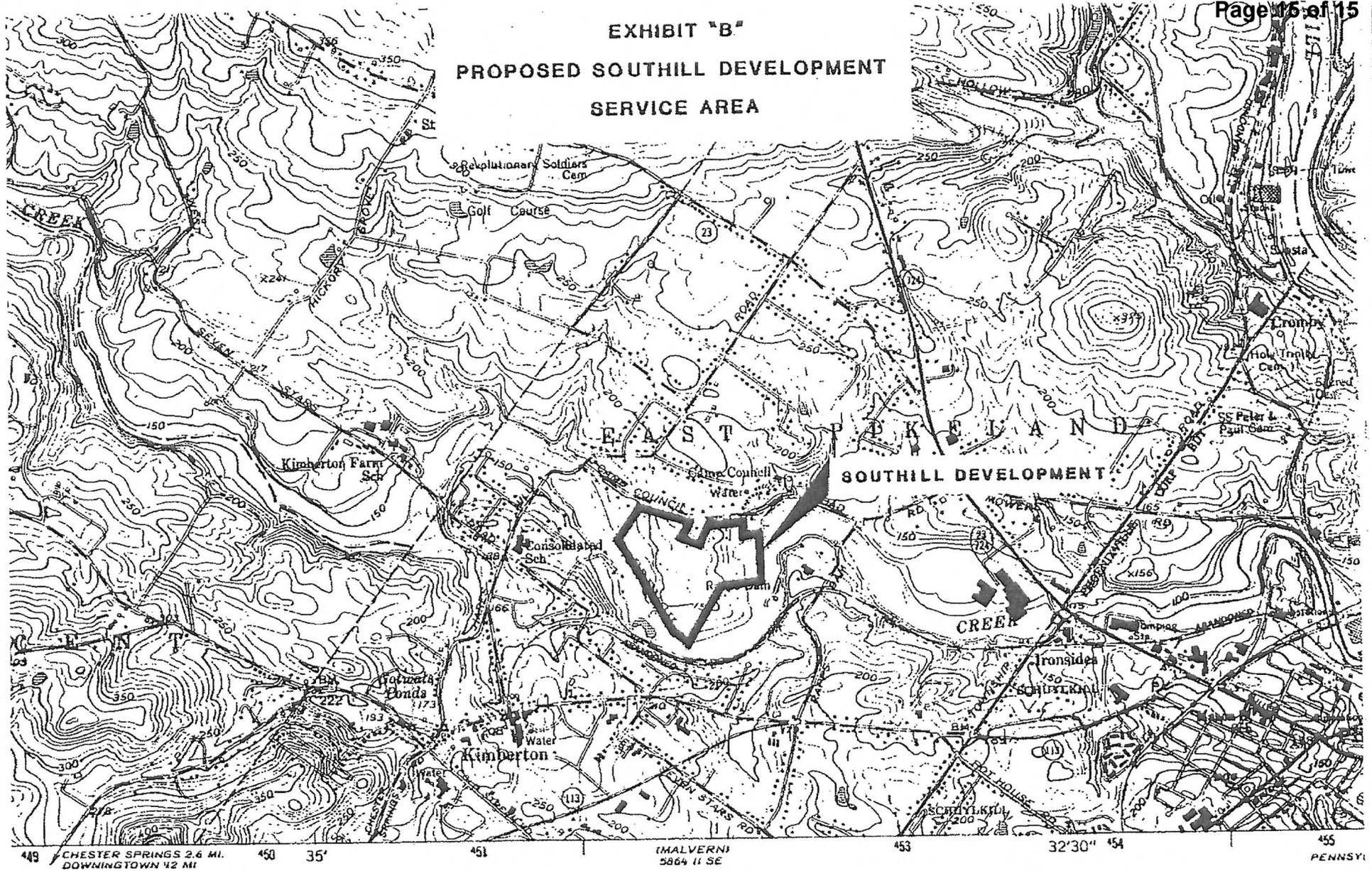


CITIZENS UTILITIES HOME WATER COMPANY
EXHIBIT A

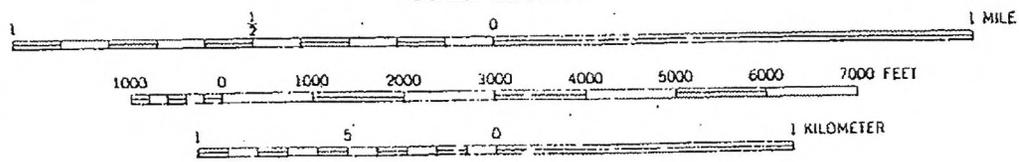
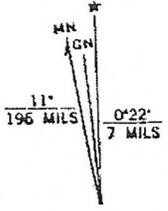
LEGEND

-  AREA APPLIED FOR BY
CITIZENS UTILITIES HOME
WATER COMPANY
-  SOUTHERN BOUNDARY OF
CITIZENS UTILITIES HOME
WATER COMPANY CERTIFICATEE
AREA

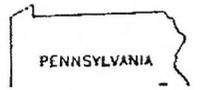
EXHIBIT "B"
PROPOSED SOUTHILL DEVELOPMENT
SERVICE AREA



SCALE 1:24 000



CONTOUR INTERVAL 10 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1929



Docket No. U-2025-3058486
Public Utility Municipal Contract – Third Amendment to Water Supply Agreement between
Pennsylvania-American Water Company and the Borough of Phoenixville,
dated October 28, 2025

Responses TUS Data Requests – Set 1

U-3. The first recital of the Third Amendment stated that the Water Supply Agreement was amended on February 27, 1990 (1990 Amendment). Please provide a copy of the 1990 Amendment that includes all exhibits.

Response:

See Attachment U-3.

Response Provided by: E. Jean Krack, Borough of Phoenixville, Borough Manager

Date: December 3, 2025

AMENDMENT TO WATER SUPPLY AGREEMENT BETWEEN
THE BOROUGH OF PHOENIXVILLE, CHESTER COUNTY, PENNSYLVANIA
AND CITIZENS UTILITIES HOME WATER COMPANY

This Agreement made and entered into this 27th day of February, 1990 by and between the Borough of Phoenixville, Chester County, a municipal corporation of the Commonwealth of Pennsylvania (hereinafter referred to as "Phoenixville") and Citizens Utilities Home Water Company, a Pennsylvania corporation (hereinafter referred to as "Citizens");

WITNESSETH:

WHEREAS, Phoenixville and Citizens each own and operate public utility water systems and, pursuant to their respective Certificates of Public Convenience granted by the Pennsylvania Public Utility Commission ~~in 1986~~, provide public utility water service for residential, commercial, industrial and corporate purposes to members of the public located in, and in the vicinity of, inter alia, Upper Providence Township, Montgomery County, and East Pikeland Township, Chester County, Pennsylvania; and

WHEREAS, by that certain Water Supply Agreement between Phoenixville and Citizens, dated March 10, 1986 (the "Water Supply Agreement"), Phoenixville has agreed to provide a continuous wholesale supply of water to Citizens to enable Citizens to provide public utility water service, as aforesaid; and

WHEREAS, Phoenixville has constructed and installed a new water main and related facilities along Egypt Road in Upper Providence

- 2 -

Township; and

WHEREAS, Citizens has planned to construct a water main and related facilities along Egypt Road, for purposes of its water service to existing and new Citizens customers; and

WHEREAS, Phoenixville and Citizens have agreed that Citizens will reimburse Phoenixville for the actual cost of said construction and installation of the aforesaid water main and related facilities, in exchange for a long term lease of (and containing an exclusive option for Citizens to purchase) Phoenixville's Sowers Avenue booster station and appurtenances; and

WHEREAS, Phoenixville and Citizens accordingly desire to amend the Water Supply Agreement, as aforesaid.

NOW, THEREFORE, for and in consideration of the foregoing agreements and of the mutual covenants herein contained, the parties hereto agree to, and do by these presents, amend the Water Supply Agreement as follows:

1. Citizens shall reimburse and pay over to Phoenixville the actual cost to construct and install along Egypt Road, Upper Providence Township, Montgomery County, a 12 inch water main and associated appurtenances, water valves, hydrants and service connections, including all trench restoration, sheeting, shoring and bracing, testing and disinfection, and administrative and engineering expenses, as required by applicable governmental authorities.

Phoenixville shall submit to Citizens a detailed invoice setting forth such actual construction, administrative and engineering costs, as a basis for said payment by Citizens, and Citizens agrees to pay the same within 60 days from its receipt of said invoice. A drawing showing in red the approximate location of such facilities is set forth and made a part hereof as Exhibit "A" hereto.

2. The aforesaid water line facilities shall, upon such payment, as outlined in 1 above, constitute property owned by Citizens, and shall be operated and maintained by Citizens in accordance with all applicable laws, regulations and generally accepted industry standards.

3. Phoenixville shall execute and deliver to Citizens, as of the effective date of this Agreement, a lease to Citizens containing an option to purchase, in the form of the lease and option to purchase attached hereto and made a part hereof as Exhibit "B", for the property and appurtenances constituting Phoenixville's Sowers Avenue booster station, located in Upper Providence Township, Montgomery County.

4. Citizens shall scrap the existing booster station equipment, and equip said booster station with new pumps, motors and controls, which shall constitute property owned by Citizens, and shall be operated and maintained by Citizens in accordance with all applicable laws, regulations and generally accepted industry standards.

5. A metering point shall be established at said booster station, to enable both parties hereto to determine the quantity of

water passing through said booster station and the related water main facilities.

6. In all other respects, the provisions of the Water Supply Agreement are hereby confirmed.

7. This Agreement shall become effective 30 days after a copy is filed with the Pennsylvania Public Utility Commission, unless proceedings are thereupon instituted to determine the reasonableness, legality or any other matter affecting the validity thereof.

8. Attached hereto and made a part hereof, as Exhibit "C", is a duly certified resolution evidencing Phoenixville's acceptance of this Agreement and authorizing its execution.

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

Attest:

Patricia M. Ganser

BOROUGH OF PHOENIXVILLE

BY Douglas A. Werner

Attest:

Char. W. ...
anti sen

CITIZENS UTILITIES HOME WATER COMPANY

BY David E. Chandawayne
 Vice President

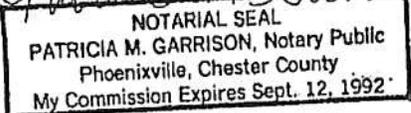
COMMONWEALTH OF PENNSYLVANIA)
)
) : ss.
)
COUNTY OF CHESTER)

On this, the *20th* day of *February*, 1990, before me, the undersigned officer, personally appeared *Douglas A. Werner*, who acknowledged himself to be the *Council President* of the Borough of Phoenixville, a municipal corporation, and that he as such *Council President*, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Borough by himself as *Council President*, and desired the same might be recorded as such.

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

Patricia M. Garrison

Douglas A. Werner



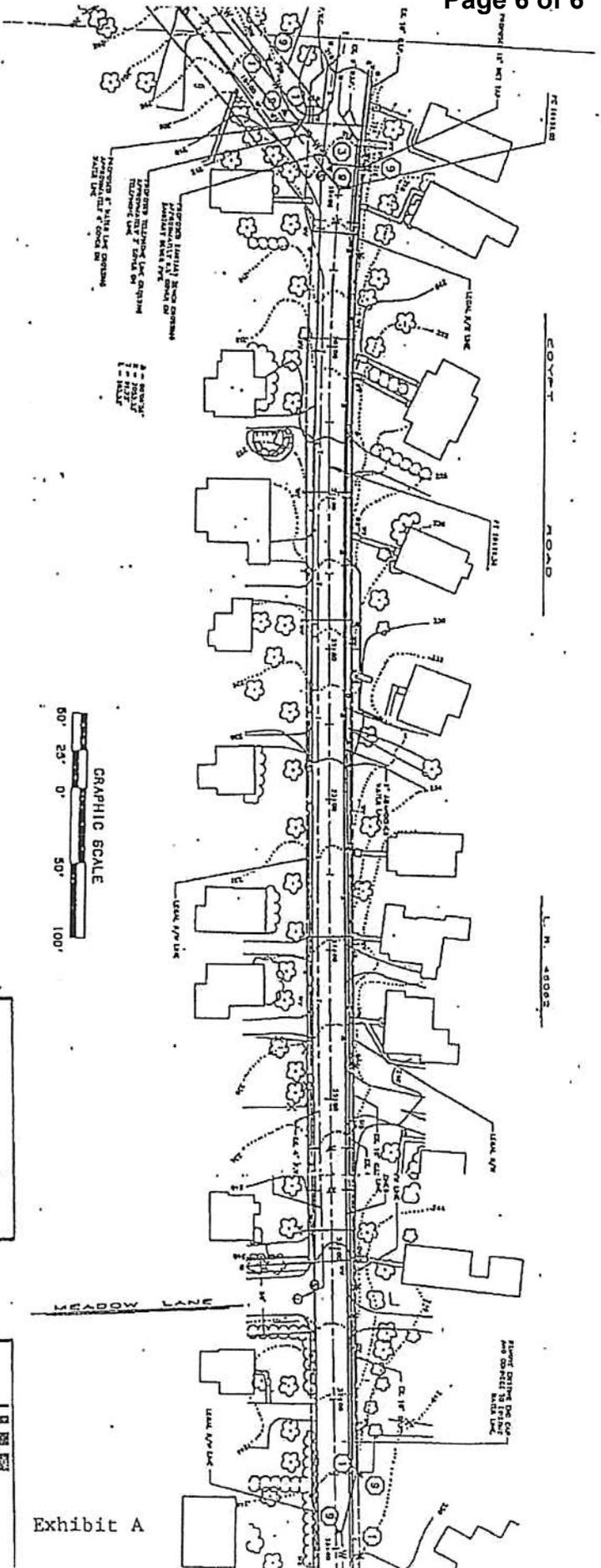
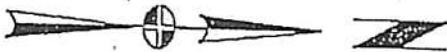
~~COMMONWEALTH OF PENNSYLVANIA~~)
STATE OF CONNECTICUT : ss.
~~COUNTY OF BERKS - FAIRFIELD~~)

On this, the *27th* day of *FEBRUARY*, 1990, before me, the undersigned officer, personally appeared *DAVID B. CHARNOVITZ*, who acknowledged himself to be the *VICE PRESIDENT* of Citizens Utilities Home Water Company, a corporation, and that he as such *VICE PRESIDENT*, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as *VICE PRESIDENT* and desired the same might be recorded as such.

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

Patricia M. Garrison

My Commission Expires Mar. 31, 1990



SUBJECT

OAKS AREA WATER MAIN EXTENSION

UPPER PROVIDENCE TWP. • MONTGOMERY COUNTY • PENNSYLVANIA

Bursich Associates INC.

consulting engineers

2129 East High Street

Pottstown PA 19464

Exhibit A

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Public Utility Municipal Contract – Third Amendment :
to Water Supply Agreement between : Docket No. U-2025-3058486
Pennsylvania-American Water Company and the :
Borough of Phoenixville, :
dated October 28, 2025

VERIFICATION

I, E. Jean Krack, Borough Manager of the Borough of Phoenixville, 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: December 3, 2025

Signed by:

9AB7E422CE934C9...

E. Jean Krack
Borough Manager
Borough of Phoenixville