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December 9, 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 2 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](mailto: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  
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Adeolu A. Bakare

Counsel to Borough of Phoenixville

Dated this 9<sup>th</sup> 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 2

**U-4.** Data Request U-2 asked that PAWC provide a copy of the Water Supply Agreement between Phoenixville and Citizens, dated March 10, 1986 (Water Supply Agreement) that includes all exhibits. PAWC's response to Data Request U-2 provided a copy of the Water Supply Agreement that referenced an Appendix "C", a certified copy of an ordinance of the Borough of Phoenixville (Phoenixville Water Supply Agreement Ordinance) accepting the Water Supply Agreement and authorizing its duly authorized representatives to execute the Water Supply Agreement in behalf of the Borough of Phoenixville. However, the Phoenixville Water Supply Agreement Ordinance was not attached to PAWC's response to Data Request U-2. Please provide a copy of the Phoenixville Water Supply Agreement Ordinance.

**Response:**

See Attachment U-4. The Borough does not have records of an Ordinance accepting the 1986 Water Supply Agreement. The Borough acknowledges that the Water Supply Agreement references an Ordinance. However, review of the minutes from the February 11, 1986, Borough Council meeting (see Attachment U-4, p. 3 of 7), indicates the agreement was actually approved via Motion and not via Ordinance.

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

**Date: December 9, 2025**

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As no one else wished to speak, Mrs. August declared the public hearing closed.

*Patricia M. Hanson*  
Borough Secretary

February 11, 1986

The regular monthly meeting of the Mayor and Council of the Borough of Phoenixville was held on Tuesday, February 11, 1986, in the Council Chambers of the Municipal Building.

President of Council, Bonnie K. August, called the meeting to order at 7:30 PM. The Reverend Linda S. Gruber gave the invocation, followed by the pledge of allegiance.

ROLL CALL Those present on roll call were: Councilpersons August, Beluch, Fedora, Gray, Griffith, Horenci, Kovach, McGuigan, Mark, Rambo, Smith and Viola. Also, Mayor Basca, Borough Manager Herman and Borough Solicitor Dunworth.

MINUTES OF PREVIOUS MEETINGS Minutes of the previous meetings, the public hearing on January 14, 1986, the regular Council meeting on January 14, 1986, and the special Council meeting on January 27, 1986, were reviewed.

Mr. Beluch made a motion the minutes be approved, seconded by Ms. Rambo, and approved.

WARRANTS Mr. Beluch made a motion the warrants be approved for payment, seconded by Mr. Gray, and approved.

(Ms. Rambo abstained from voting on items titled IVB & Trust Company located on pages three and seven.)

COMMUNICATIONS:

LESTER W. TURNER Mr. Herman read a letter from Lester Turner as follows: 'Dear Mr. Hawkins; For personal reasons, I am hereby tendering my resignation from the Planning Commission of the Borough of Phoenixville, effective immediately. Sincerely; Lester W. Turner.'

Mr. Beluch made a motion the resignation of Lester Turner be accepted, with regret, seconded by Ms. Rambo, and approved.

EDWARD F. JEFFERIS Mr. Herman read a letter from Edward F. Jefferis as follows: 'Dear Mr. Berger; Please accept my resignation from the Civil Service Commission. Due to other commitments, I am unable to devote the time necessary to be an effective member. When I accepted this position, I was unaware of the amount of time that would be necessary to actively participate on this Commission. I feel I would be doing a disservice to other members of the Commission and the prospective civil service applicants by remaining on the Commission. Thank you for your support. Sincerely; Edward F. Jefferis.'

DOMINIC J. SHALLO Mr. Herman read a letter from Dominic J. Shallo, Secretary of the Board of Health, as follows: 'Members of Council; The Board of Health held its annual reorganizational meeting last night (January 21, 1986); the following were elected officers for 1986: Mrs. Jean M. Stephenson was re-elected as President; Mr. Paul R. Parrish was elected Vice-President and Mr. Dominic J. Shallo was re-elected Secretary. The Board also re-elected Alexander Fahrer as Health Officer for the Borough in 1986. Regular meetings will be conducted on the next to last Tuesday in Borough Hall Annex at 7 PM, not 8 PM. Sincerely, Dominic J. Shallo, Secretary.'

DOROTHY L. PANOC Mrs. August stated she is in receipt of a letter from the Phoenixville Area Chamber of Commerce and read: 'At the Chamber of Commerce Board of Directors meeting held on January 29th, members went on record asking that Phoenixville Borough Council consider re-considering the abolishment of the Phoenixville Parking Authority. The members are in favor of the existing Authority. Signed; Dorothy L. Panoc, Executive Director.'

CONCERNED CITIZENS Mrs. August advised that every member of Council should be in receipt of a lengthy document concerning the incineration plant the Borough is considering at this time. She said this was signed 'concerned Phoenixville residents!'

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Mrs. August advised that she is in receipt of a letter from the Chester County Department of Emergency Services. She said Mr. Timothy Campbell, Director, has requested, once again, that the Borough appoint an Emergency Management Coordinator for our area. She stated that Don Sees has been our Coordinator.

TIMOTHY CAMPBELL

Mr. Beluch made a motion that Don Sees continue as the Borough's Emergency Management Coordinator, seconded by Ms. Rambo, and approved.

PUBLIC PARTICIPATION:

At this time Mrs. August advised that she realizes there are a lot of questions and comments relative to the incinerator and she would like to inform everyone that she has scheduled a public meeting Tuesday, February 25th, at 7:00 PM, in the Council Chambers at which time concerned citizens may voice their opinions relative to the incinerator.

Mrs. Mary Kozubal of 970 Township Line Road was present to present a petition requesting that Borough Council not permit the construction of the proposed trash and sludge incinerator in Phoenixville because of dangers from dioxin and other pollutants from this incinerator.

MARY KOZUBAL

Mrs. Eleanor Morris of Pottstown, President of the French and Pickering Creeks Conservation Trust, was present to advise of her concerns relative to the incinerator.

ELEANOR MORRIS

APPOINTMENTS:

Mr. Fedora made a motion that Lysa B. Short be appointed to the Planning Commission to fill the unexpired term of Lester Turner, seconded by Ms. Rambo, and approved.

PLANNING  
COMMISSION (LYSA  
B. SHORT)

Mr. Beluch made a motion that Edwin G. Ingersoll, Jr. be appointed to the Civil Service Commission to fill the unexpired term of Edward F. Jefferis, seconded by Ms. Rambo, and approved.

CIVIL SERVICE  
COMMISSION  
(EDWARD F.  
JEFFERIS)

Ms. Rambo made a motion that Park K. Snyder and A. Brooke Thomson be re-appointed to the Planning Commission, seconded by Mr. Gray, and approved.

PLANNING  
COMMISSION  
(PARK K. SNYDER  
& A. BROOKE  
THOMSON)

Mrs. August affirmed two vacancies on the Housing Code Revision Board, one vacancy on the Board of Housing Appeals, one vacancy on the Parking Authority.

REPORTS OF COMMITTEES, AUTHORITIES, BOARDS AND COMMISSIONS:

Mrs. August advised that every member of Council should be in receipt of Planning Commission minutes dated January 23, 1986. She asked the Solicitor if there is any action required of Council at this time.

PLANNING  
COMMISSION

Mr. Dunworth advised that no action is required of Council this evening.

Mr. Griffith reported the Ordinance Committee met on February 4, 1986.

ORDINANCE

Mr. Griffith made a motion the Solicitor be instructed to advertise an ordinance ordaining as a public street a certain portion of West Phoenix Drive between Dianna Drive and Nutt Road, part of Caribou Village, seconded by Mr. Beluch, and approved.

ORDAINING OF  
WEST PHOENIX  
DRIVE

Mr. Griffith made a motion the Parking Authority provide Council with copies of the Authority's reports of its monthly meetings, seconded by Mr. Beluch, and approved.

PARKING  
AUTHORITY  
MEETING MINUTES

Mr. Griffith made a motion that the Borough Manager convene a meeting with Mr. Mandlowitz and the Borough Solicitor with a view to have a full discussion of the recent amendments to the Police Pension Plan and effect continuing cooperation between the Borough and the Phoenixville Police Association and that the Borough Manager report back to the Committee, seconded by Mr. Beluch, and approved.

MEETING RE-  
GARDING POLICE  
PENSION PLAN  
AMENDMENTS

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CURFEW  
ORDINANCE Mr. Griffith made a motion the Solicitor prepare an ordinance amendment which would delete the siren requirement with regard to the curfew law, seconded by Mr. Beluch, and approved.

PROPOSED  
REVISIONS OF  
PARKING  
ORDINANCES  
AND  
ORDINANCE  
COMMITTEE  
MEETING FOR  
REVIEW OF  
REVISIONS Mr. Griffith made a motion the Solicitor review the proposals of the Parking Authority for revision of the parking ordinances and that the Solicitor report back to the committee on these proposed revisions, seconded by Mr. Beluch, and approved.

Mr. Beluch made a motion that a Special Ordinance Committee meeting be set for the review of the proposals of the Parking Authority, and possibly, after said meeting a special Council could be held to either approve or disapprove these proposals, seconded by Ms. Rambo, and approved.

Mrs. August requested that the Solicitor of the Parking Authority be present at this meeting.

Mr. Beluch said anyone interested in the parking plan should be present.

UTILITIES-  
HEALTH-  
SANITATION Mr. McGuigan reported the Utilities-Health-Sanitation Committee met on January 27, 1986.

MIDDLE  
STATES Mr. McGuigan made a motion that Charles Price of Middle States Energy, Inc. be given a copy of the Borough Solicitor's comments regarding the proposed trash agreement and that the Manager meet with Mr. Price regarding same, seconded by Mr. Beluch, and approved.

ENERGY, INC.

AGREEMENT  
WITH Mr. McGuigan asked the Borough Solicitor if he had any information regarding revisions, as suggested, to the agreement for sale of bulk water between Borough and Citizens Home Water Company.

CITIZENS  
HOME WATER  
COMPANY Mr. Dunworth said he is in receipt of correspondence from Citizens Home Water Company and in summary, each and every suggestion set forth in written comments has been accepted by Citizens Home Water Company.

FOR SALE OF  
BULK WATER

Mr. McGuigan made a motion the Borough enter into the agreement for the sale of bulk water with Citizens Home Water Company, seconded by Mr. Beluch.

Motion was approved with one dissenting vote, Mr. Kovach voted no.

INVESTIGA-  
TION OF Mr. McGuigan made a motion that the Borough's new engineering firm, SMC Martin, Inc., at the discretion of the Manager, look to see if there are any grants the Borough might be eligible for so the necessary water/sewer adjustments needed as a result of new developments could be made, seconded by Mr. Beluch, and approved.

GRANTS THAT  
MAY BE  
AVAILABLE

CONNECTION  
FEES Mr. McGuigan made a motion the ordinance regarding connection fees be reviewed at the next Ordinance Committee meeting, seconded by Mr. Beluch.

Motion was approved with three dissenting votes, Mr. Mark, Mr. Horenci and Mr. Smith voted no.

PAYMENT OF  
ENGINEERING  
FEES BY  
DEVELOPER  
OF ELAND  
DOWNE Mr. McGuigan made a motion the Solicitor write a letter to the developer demanding immediate payment of what is owed for engineering fees prior to the next meeting of the Utilities-Health-Sanitation Committee, seconded by Mr. Smith.

Motion was approved with one dissenting vote, Mr. Kovach voted no.

PARKS-  
PROPERTY-  
PUBLIC Mr. Beluch reported the Parks-Property-Public Safety Committee met on February 4, 1986.

SAFETY Mr. Beluch asked if the proper language has been worked out with regard to the twenty year contract with Decker Energy.

DECKER  
ENERGY Mr. Herman said Decker Energy has a clear understanding of the intent of the revisions to the problem with hard figures and their attorney is to contact Mr. Dunworth to iron out acceptable language.

INCINERA-  
TION Mr. Beluch made a motion the Manager and Solicitor work out the proper language for this twenty year contract with Decker Energy, seconded by Ms. Rambo.

(No indication of vote being taken on this motion.)

ON THE QUESTION: Mr. Kovach commented that he is reiterating the discussion held at this particular committee meeting. He mentioned the fact the Borough is without expertise in this particular field and he understands Phoenixville is a pioneer in this area for this type of trash/sludge incineration in this part of the country. He said judging from comments of Solicitor, upon his perusal of the initial contract submitted by Decker Energy which is a hodge-podge of a contract, we need someone with expertise in this field. He reminded Council that when the Manager first arrived in Phoenixville he engaged almost immediately in contract negotiations and it was upon his request that we engaged a consulting firm to assist him in that regard. He said we have engaged consulting engineers in other areas from time to time and strongly feels this matter of a trash incinerator project or plant requires the same.

Mr. Kovach made a motion that a consulting firm be contacted by Staff to aid Manager and Solicitor in preparing contract in proper form in best interest of Borough with regard to issues of safety and environmental concerns, seconded by Mr. Horenci.

ON THE QUESTION: Mr. Smith asked if the motion is for legal experts, engineering experts, or both.

Mr. Kovach said primarily engineering experts, but legal if required.

Mr. Smith asked the Manager if he feels he can guide us as to what is intelligent and what is not when we start receiving all the literature relative to this subject.

Mr. Herman said it is ridiculous for us to get a consulting engineer to tell us, for example, what is the appropriate technology. He said we are not spending a penny of our tax dollars on this project. He said it is a private endeavor and it is private money. He said we can not tell them what is appropriate technology. He commented our responsibility involves insuring that the appropriate state, federal and if applicable, local pollution and common sense considerations are brought out. He said the only concern he has is that the agreement is phrased in a way that we can assure that the facility is operated consistently with the state and federal pollution environmental considerations. He stressed if someone is going to spend six million dollars of their money on it, he doubts if they will let us tell them this technology is better than that or whatever.

Mr. Smith said in approximately two weeks we are going to be receiving, if not anonymously in the mail, all kinds of authoritative or reportedly authoritative articles and the only person we can rely on to give us the other side are the people from the company. He asked if the Manager will be able to tell us why a particular opinion is accurate or inaccurate or whatever.

Mr. Herman said he is not an expert, but he has been attempting to familiarize himself with important considerations and issues.

Mr. Mark said some twenty years down the road this plant will belong to the Borough, right?

Mr. Herman commented that the private sector could turn around and offer it to the Borough for a nominal fee or depending on circumstances, they may continue to operate.

Mr. Mark said the people who make the trash are also responsible for the disposition of that and he can't see putting it in the ground. He said he feels the best way to handle the trash is to burn it, but would like to know that this plant will not poison the community through the air vs. through the water the other way. He said we should make sure the company will be running a safe plant.

Mrs. August commented that she is not in a hurry and would like to hear both sides, pro and con.

Mr. Fedora said some of us have seen a plant in operation, one that

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has been in operation for seven years and there are no problems with it. He said seven years is sufficient time to prove if something is working properly.

Mr. Herman said the facility must meet every state and federal pollution measure that is currently in effect. He said we want to solve a problem, not create a problem.

Mr. Kovach said he resents the Manager terming his presentation as ridiculous. He said he doesn't think this Council should accept a contract that was prepared by the firm that wants to put this trash to steam plant in, verbatim. He said no one in this room, no one in this town realizes the problems we could have with an operation of this type. He stressed he feels strongly we should have someone guiding and assisting our people in the drafting of the contract.

Mr. Horenci stated the prime reason this company is willing to do this is financial. He explained that they are in this business to make money, which is not a criticism, and he's not aware of anyone on Council, or on our Borough Staff that can give us alternative reasons or counter-measures to some of what is being proposed here from an engineering and environmental standpoint. He said to sit here and not spend what would probably be a small amount of money, to have an independent, impartial expert review the plan would be foolish on our part.

Mrs. August suggested that a 'cost not to exceed \$2,000' be considered because the budget is extremely tight.

Mr. Horenci said he doesn't see a consultant costing more than a couple thousand dollars.

Mr. Kovach said he disagrees with the figure \$2,000 and said \$5,000 sounds closer.

Mr. Griffith emphasized that going pro and con on this will drag it out for years. He stressed that Phoenixville will loose if we don't make a decision now.

On roll call the vote was as follows:

YES - Horenci, Kovach, Mark and Smith

NO - August, Beluch, Fedora, Gray, Griffith, McGuigan, Rambo and Viola

Motion was defeated by an 8 to 4 vote.

REMOVAL OF 'NO PARKING' SIGNS AT PHOENIX FEDERAL ELIMINATION OF PARKING ON BRIDGE ST.

Mr. Beluch made a motion that the 'no parking' signs located in front of the Phoenix Federal Savings and Loan be removed, seconded by Ms. Rambo, and approved.

Mr. Beluch made a motion that parking be eliminated on the east side of Bridge Street between Walnut and Hall Streets, seconded by Ms. Rambo, and approved.

'NO PARKING' SIGNS ON MORGAN ST.

Mr. Beluch made a motion that 'no parking' signs be erected on Morgan Street at Gay Street; signs to take away approximately 4 parking spaces and that an ordinance be created for same, seconded by Ms. Rambo, and approved.

Mr. Beluch explained that the people who live in that area will be given special parking permits to park in the Gay Street parking lot.

ELIMINATION OF FIRE ALARM SYSTEM

Mr. Beluch stated that Fire Chief Deuble made a presentation concerning the elimination of the fire alarm system. He explained the feelings of the various fire companies. The Committee voted to allow the Fire Chief and Staff to continue to investigate alternatives to the current fire alarm system, including the possibility of a 911 number.

LAND SWAP WITH BOX KING PRODUCTS, INC.

Mr. Beluch commented that much discussion took place relative to the proposed land swap by Box King Products, Inc. The Committee voted that the PMYC storage building located on the practice field area be included as part of the land swap arrangement. He asked the Manager if he has communicated with Gary Berman on this.

Mr. Herman said he will be meeting with Gary Berman as soon as he returns from his trip.

Ms. Rambo reported the Finance Committee met on February 6, 1986.

FINANCE

Ms. Rambo made a motion the Treasurer's Report be accepted, seconded by Mr. Beluch, and approved.

TREASURER'S  
REPORT

Ms. Rambo made a motion the persons on the exoneration list from Stephen Shoemaker, former Tax Collector, dated December 23, 1985 be exonerated for per person/per capita taxes as indicated, seconded by Mr. Beluch, and approved.

EXONERATION

Ms. Rambo made a motion the invoices from James Dunworth totalling \$1,550 for legal services for years 1984 and 1985 be paid, seconded by Mr. Beluch, and approved.

INVOICES FROM  
SOLICITOR

Ms. Rambo made a motion the lease agreement with First Municipal Leasing Corporation for lease/purchase of water meters and data collection system be executed by Borough, seconded by Mr. Mark, and approved.

LEASE AGREE-  
MENT FOR WATER  
METERS/DATA  
COLLECTION

Ms. Rambo made a motion the Borough Solicitor investigate what records are now being held by the former Tax Collector, Stephen Shoemaker, that should be turned over to the present Tax Collector, Kevin McElroy and also, that he be authorized to take whatever actions are necessary to obtain these records from Mr. Shoemaker, seconded by Mr. Beluch, and approved.

INVESTIGATION  
OF TAX RECORDS  
HELD BY PRIOR  
TAX COLLECTOR

Mr. Dunworth stated the new Tax Collector was sworn in on the 6th of January, 1986 and the former Tax Collector has in his possession, not only the 1985 records, but records that precede that year. He commented that a former Tax Collector, in his view, is under legal duty to deliver all records of Tax Collector for every year other than the tax year 1985. He said if he does not do that, Mr. McElroy should seek relief in court or Council should direct the Solicitor to do that. He explained the 1985 records may be kept by the former Tax Collector until the final settlement on the 1985 taxes can be made, not later than the lien date of May 5, 1986. He stressed that after that date, he must then turn over the 1985 tax records.

Mr. Smith asked if the Borough can go in on the Borough's behalf or is this something the court would view that the Tax Collector himself must do.

Mr. Dunworth replied that the Tax Collector should join in the lawsuit and his understanding is the Tax Collector is willing and able to participate in that legal action.

Mr. Fedora reported the Community Development Committee met on January 27, 1986.

COMMUNITY  
DEVELOPMENT

Mr. Fedora made a motion the Manager attempt to secure permission for the reprogramming of funds from Franklin Avenue to Vanderslice Street, seconded by Mr. Beluch, and approved.

REPROGRAMMING  
OF CD FUNDS

Mr. Fedora made a motion the Manager investigate the feasibility of using the PCCN building as a summer pre-school center and report findings at next Community Development Committee meeting, seconded by Mr. Beluch, and approved.

PCCN BUILDING

Mr. Fedora made a motion the Borough accept the County's recommendation that the properties known as 213, 215 and 217 High Street be demolished due to the fact rehabilitation would not bring them to Section 8 Standards, seconded by Mr. Beluch, and approved.

DEMOLITION OF  
213, 215 AND  
217 HIGH STREET

Mr. Fedora made a motion the Manager look for any type funding that might be available for the rehabilitation of the old armory building, including contacting Middle States Preservation Funding, seconded by Mr. Beluch, and approved.

FUNDING FOR  
REHAB OF OLD  
ARMORY BUILDING

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PROPERTY  
AT HIGH  
AND MARSHALL  
STREETS

Mr. Fedora made a motion the Chief Inspection Officer be informed that occupancy permits may not be issued for the property at the corner of High and Marshall Streets, consistent with the Housing Code, seconded by Mr. Beluch, and approved.

Mr. Herman stated that he, along with John Fedora, attended the Citizens Advisory Board meeting (governing body for Redevelopment Authority) last evening. He commented that today he was notified that all the administrative technicalities and paperwork were ironed out and we will be able to enter into an engineering agreement for the extension of sewer lines to the loop area. He said this project should be initiated in spring. He also commented approval was given for \$11,000 to be taken from the Contingency Fund for the rehabilitation work at the Civic Center. He also commented that \$18,000 was found to help in the demolition of 213, 215 and 217 High Street.

CIVIL SERVICE

There was no report from the Civil Service Commission.

COMMUNITY  
AFFAIRS

Mr. Beluch made a motion the resolution for Leo Scoda be read at this time, seconded by Mr. McGuigan, and approved.

RESOLUTION 86-07

Whereas, Leo Scoda for many years was a member of the Zoning Hearing Board in the Borough of Phoenixville and in that capacity served the people of Phoenixville in an exemplary manner; and

Whereas, Leo Scoda in rendering such faithful, exemplary service to the people of Phoenixville, contributed to the betterment of the Borough of Phoenixville.

NOW, THEREFORE, BE IT RESOLVED and it hereby is resolved that by the adoption of this resolution Borough Council wishes to and does honor Leo Scoda for his contribution to the betterment of the Borough of Phoenixville and Borough Council tenders to Leo Scoda a certified copy of this resolution as a token of the esteem for which it holds Leo Scoda and as a token of thanks for all Leo Scoda has done for the Borough of Phoenixville.

ENACTED AND ADOPTED this 11th day of February, 1986.

BOROUGH COUNCIL OF PHOENIXVILLE

By: s/Bonnie K. August  
President

Attest: s/Patricia M. Garrison  
Secretary

Mr. Beluch made a motion this Resolution #86-07 be adopted, seconded by Mr. Mark, and approved.

TESTIMONIAL  
LUNCHEON FOR  
HENRY J.  
RODRIQUE

Ms. Rambo advised that at noon time today we gave a testimonial luncheon in honor of Henry J. Rodrique retiring from the Police Department after 35 years of service. She said it was a nice luncheon, Henry was touched and happy. She commented approximately 47 were in attendance.

Mrs. August commented that Helen coordinated the entire luncheon and it was very nice.

STATUS OF  
TESTING FOR  
POLICE  
OFFICERS

Mr. Mark stated that there is alot going on right now with regard to the testing of possible new officers, etc. and remarked he would like to hear what is going on from the Civil Service Commission.

Mrs. August stated she will request that the Chairman, Joe Devlin, prepare a report for Council with regard to the status of testing taking place.

Mr. Horenci stated that he delivered the resolutions and gifts to both Mr. Scanlin and Mr. Fabian and they have asked that thanks be given to Council and the community for the support given to them over the many years they served the Borough.

PARKING  
AUTHORITY

Mr. Zimmermann, Chairman of the Parking Authority, stated they met last week with the Ordinance Committee meeting and presented a large package of proposed ordinances which will take some time to review. He said all that has been presented is necessary in order for the Parking Authority to start on controlled parking.

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 2

- U-5.** Data Request U-3 asked that PAWC provide a copy of the February 27, 1990 amendment to the Water Supply Agreement (1990 Amendment) that includes all exhibits. PAWC’s response to Data Request U-3 provided a copy of the 1990 Amendment that referenced an Exhibit “B”, a lease to Citizens containing an option to purchase, in the form of the lease and option to purchase the property and appurtenances constituting Phoenixville’s Sowers Avenue booster station, located in Upper Providence Township, Montgomery County (Citizens Lease), and an Exhibit “C”, a duly certified resolution evidencing Phoenixville’s acceptance of the 1990 Amendment and authorizing its execution (Phoenixville 1990 Amendment Ordinance). However, neither the Citizens Lease nor the Phoenixville 1990 Amendment Ordinance were attached to PAWC’s response to Data Request U-3. Please provide copies of both the Citizens Lease and the Phoenixville 1990 Amendment Ordinance.

**Response:**

See Attachment U-5.

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

**Date: December 9, 2025**

Cople 0216-001

LEASE AND OPTION TO PURCHASE

This Indenture made and entered into as of the 27<sup>th</sup> day of *February*, 1990 by and between the BOROUGH of PHOENIXVILLE, a Pennsylvania municipal corporation, as Lessor (hereinafter referred to as "Phoenixville") and CITIZENS UTILITIES HOME WATER COMPANY, a Pennsylvania corporation, as Lessee (hereinafter referred to as "Citizens").

## W I T N E S S E T H :

That for and in consideration of the respective covenants and agreements to be performed by the parties hereto, and of the sum of One dollar (\$1.00) to it in hand paid by Citizens, the receipt whereof is hereby acknowledged, Phoenixville has leased, rented, let and demised and by these presents does lease, rent, let and demise unto Citizens, its successors and assigns, together with that certain option to purchase set forth herein, the parcel of land as more fully set forth and shown in red on the plans attached hereto and made a part hereof as Attachment A, and the improvements and appurtenances thereon situated (all of which is collectively referred to hereinafter as the "Demised Premises"), situate in Upper Providence Township, Montgomery County, Pennsylvania, and for any and all of the purposes hereinafter contemplated or provided, with full power and authority to Citizens to enter upon, take possession of and occupy and at its own expense to use and operate the same, to renew, repair or replace all or

EXHIBIT "B"

- 2 -

any part of the existing appurtenances, to construct and install all additional appurtenances as in the judgment of Citizens may be advisable, and generally to do all things necessary to conduct, continue and extend its business.

TO HAVE AND TO HOLD the Demised Premises, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging and all rights and privileges in anywise incident or appertaining thereto, unto Citizens, as aforesaid, from and including the day and year first above written.

ARTICLE I. Term of Lease.

1. The lease set forth herein (the "Lease") shall begin as of the day and year first above written, and shall continue for an initial term of five (5) years thereafter unless sooner terminated as herein provided.

2. In the event that by the end of the initial term of the Lease Citizens has not purchased the Demised Premises, the Lease shall continue in full force and effect for an additional term of fifty (50) years thereafter unless sooner terminated as herein provided.

3. Possession of the Demised Premises shall be given simultaneously with the execution of this Indenture.

4. Citizens may, upon one year's advance written notification to Phoenixville, elect to terminate the Lease before its expiration if the Lease ceases to be useful in the furtherance and fulfillment of the underlying covenants and agreements constituting obligations to be performed by Citizens.

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5. Either party to the Lease may, upon written notification to the other party, elect to terminate the Lease before its expiration in the event that totally unforeseen circumstances such as those caused by an act of God render further performance under the Lease impossible or cost prohibitive.

6. In the event that Citizens elects to purchase the Demised Premises pursuant to its option to do so hereunder, the Lease shall expire as of the date of such purchase, and Citizens' leasehold interest in and to the Demised Premises and its right, title and interest as the purchaser of the Demised Premises shall be deemed to have been merged.

ARTICLE II. Rent.

1. The rent during the initial term of the Lease shall be One Thousand dollars (\$1,000.00) annually. Phoenixville hereby acknowledges payment by Citizens as of the day and year first above written of the first annual installment of rent due hereunder. Subsequent annual installments of rent due hereunder shall be paid not later than ten (10) days following each annual anniversary date of the initial term of the Lease.

2. The rent during the additional term of the Lease shall be One Thousand dollars (\$1,000.00) annually for the first five (5) years of said term, and one dollar (\$1.00) annually for the balance of said term, payable in annual installments not later than ten (10) days following each annual anniversary date of the additional term of the

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Lease.

3. In the event that Citizens elects to purchase the Demised Premises pursuant to its option to do so hereunder, rent for the then current year of the Lease shall be prorated to the date of such purchase.

ARTICLE III. Option to Purchase.

1. At any time within the initial term of the Lease or during the first five (5) years of the additional term thereof, Citizens may at its option purchase the Demised Premises for a consideration to be agreed upon with Phoenixville.

2. As a part of the consideration hereof and without prejudice to the foregoing option Citizens at all times during the Lease term shall have the following preemptive right: Phoenixville shall not during the term of the Lease sell, lease, grant options in respect of, or otherwise dispose of the whole or any part of the Demised Premises, or the whole or any part of Phoenixville's reversionary interest therein, without giving Citizens a thirty (30) day option within which to purchase, or otherwise acquire the Demised Premises, or such reversionary interest therein, on the same terms and conditions as those on which Phoenixville is willing to make such sale or other disposition to any other party. Phoenixville shall promptly notify Citizens in writing of said terms and conditions and submit, in writing, any bona fide offer acceptable to Phoenixville which it may have received. If said bona fide offer does not separately set forth

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the offered purchase price for the Demised Premises, then the purchase price for purposes of Citizens' option to purchase hereunder shall be the greater of (a) Phoenixville's depreciated original cost value for the Demised Premises, as set forth on its books of account as of the calendar quarter then most recently ended or (b) the appraised value then determined by a competent appraiser selected by mutual agreement of the parties hereto, utilizing generally accepted standards and practices applicable to appraisals of such facilities. Failure to exercise this right on one or more occasions shall not affect the right of Citizens to exercise its preemptive right upon any occasion thereafter arising during the term of the Lease.

ARTICLE IV. Title and Survey.

1. Phoenixville covenants that it has lawful title to the Demised Premises, free and clear of all liens, mortgages and encumbrances, and that it has full authority to make this Indenture on the terms herein set forth.

2. Upon request by Citizens, Phoenixville will furnish to Citizens an abstract of title covering the Demised Premises, which abstract shall show a good and marketable title to said premises, as described above, to be vested in Phoenixville.

3. Citizens will, at its own expense, procure a survey of the Demised Premises if it desires such survey.

ARTICLE V. Recording of Indenture.

1. This Indenture shall be duly recorded in the Office for

the Recorder of Deeds of Montgomery County, Pennsylvania.

2. Should any transfer tax be required in connection with the recording of this Indenture under the laws of the Commonwealth of Pennsylvania, such tax shall be at the expense of Citizens.

ARTICLE VI. All Taxes Payable by Citizens.

1. In addition to the consideration hereinabove specified, and as a further part of the consideration to be furnished by Citizens as additional rental for the term demised, Citizens covenants and agrees with Phoenixville that Citizens will promptly pay all taxes which are levied or assessed by any and all taxing authorities and become due and payable at any time during the term of the Lease, including all taxes, charges, assessments, impositions, liens for public improvements, special charges and assessments and in general all taxes, tax liens or liens in the nature of taxes which may be assessed, imposed or levied against the Demised Premises, including the land and all buildings, fixtures and improvements which may be hereafter placed thereon, together with any interest, penalties or other charges which may accrue thereon; provided that in the event any of said taxes or assessments are payable according to the terms of their impositions, in installments, then Citizens shall have the right to pay the same as such installments fall due.

2. Nothing herein contained shall obligate Citizens to pay any income tax or any other tax which may be levied or assessed against Phoenixville, with respect to, or because of, the income derived from

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the Lease; nor shall Citizens be deemed obligated hereby to pay any corporation, franchise or other tax which may be assessed or levied against Phoenixville, or any corporate successor or transferee of, or claiming under, Phoenixville.

3. In the event that Citizens shall fail, refuse or neglect to make any payment as required by this Article, then Phoenixville at its option may, without constituting a waiver of the default thus occurring in the Lease, pay the same, and the amount or amounts so paid, including reasonable attorneys' fees and expenses incurred because of or in connection with such payments, together with interest on all such amounts at the legal rate of interest then prevailing, shall be repaid by Citizens unto Phoenixville upon demand, and may be collected or enforced by Phoenixville in the same manner as though said amount were an installment of rent specifically required by the terms of the Lease to be paid by Citizens unto Phoenixville.

ARTICLE VII. Property and Liability Insurance;  
Indemnification.

1. During the term of the Lease, Citizens shall keep all buildings, improvements and appurtenances constituting the Demised Premises insured with a reliable and responsible company or companies, and shall give notice to Phoenixville annually to confirm that such coverage exists in sufficient amount or amounts to fully and adequately insure against destruction of or damage to the Demised Premises. If Citizens changes insurance carriers or the amount of coverage, it shall provide notice thereof to Phoenixville within 10 days.

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2. During the term of the Lease, all policies issued, and renewals thereof, of all such insurance are to be assigned, and in case of loss may be made payable, to Phoenixville or Citizens, as their respective interests may appear; provided, however, that in case of destruction of or damage to said premises, insurance payments may be made directly to Citizens upon presentation of an appropriate Citizens certificate evidencing that the payment of said sums are necessary for the refurbishment, repair or rebuilding of said premises, and that such amounts shall be expended on work done on, or for materials furnished for, such rebuilding, repair or refurbishment.

3. Any and all money which Phoenixville shall receive by reason of any loss to or destruction of all or a portion of the Demised Premises is hereby constituted a trust fund to be used for the rebuilding, repair or refurbishment of said premises as herein provided.

4. All work performed by Citizens at the Demised Premises during the term of the Lease shall be done in a workmanlike manner and in accordance with applicable laws and governmental rules and regulations, by competent employees of Citizens, or its contractors. Citizens shall indemnify Phoenixville, and hold it harmless, from and against any damages, losses or claims, not attributable in whole or in part to the fault, failure or negligence of Phoenixville, arising from Citizens' occupancy of the Demised Premises during the term of

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settlement of the Lease. Public liability and workers' compensation insurance coverages in reasonable amounts shall be kept in full force and effect by Citizens and its contractors, insuring against damages, losses or claims arising from Citizens' occupancy of the Demised Premises or from the performance of any work at the Demised Premises, and certificates evidencing such coverages shall be provided by Citizens upon request.

ARTICLE VIII. Mortgage by Citizens.

During the term of the Lease, Citizens may at any time mortgage, or convey by deed of trust in the nature of a mortgage, its leasehold estate in the Demised Premises and any building or improvement situate thereon; provided, however, that it shall not be in default of any agreements to be kept, observed and performed by Citizens for the benefit of Phoenixville, and shall have paid all taxes, assessments, insurance premiums and other charges of every kind which shall have accrued hereunder; and provided further, that no mortgagee or trustee or anyone to claim by, through or under such mortgage or deed of trust shall, by virtue thereof, acquire any greater rights in the Demised Premises and any building or improvements thereon than Citizens then has under the Lease; and provided further, that such mortgage or deed of trust shall be subject to all the conditions and obligations of this Indenture and to the rights of Phoenixville thereunder.

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ARTICLE IX. Phoenixville's Interest Not Subject to Mechanic's Liens.

1. It is hereby stipulated and agreed by and between the parties hereto that during the term of the Lease there shall be no mechanic's liens upon Phoenixville's interest in the Demised Premises, or against anything constituting an integral part thereof.

2. The mere fact of the existence of a mechanic's or materialman's lien or liens, however, shall not of itself operate as a forfeiture or termination of the Lease, provided that Citizens shall promptly cause the same to be cancelled, released and extinguished or the Demised Premises released therefrom by the posting of a bond, or by any other method prescribed by law.

ARTICLE X. Return of Premises to Phoenixville.

Citizens covenants, stipulates and agrees that upon the expiration of the Lease, whether by lapse of time or otherwise, and unless Citizens has elected to purchase the Demised Premises pursuant to the option provided for herein, it will remove any and all equipment, and all other property installed and owned by it at the Demised Premises, and immediately thereafter will peaceably and quietly deliver up the Demised Premises to Phoenixville.

ARTICLE XI. Assignment.

This Indenture shall not be assigned, except upon the written consent of both parties hereto.

ARTICLE XII. Miscellaneous Provisions.

1. Time is of the essence with respect to this Indenture.
2. It is understood and agreed that no modification, release, discharge or waiver of any provisions hereof shall be of any force or effect unless in writing signed by the parties hereto.
3. All covenants, promises, conditions and obligations herein contained or implied by law shall be binding upon the successors and assigns of each of the parties hereto.

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

Attest:

Patricia M. Harrison

BOROUGH OF PHOENIXVILLE

By Douglas A. Werner

Attest:

Char, W  
and Sec

CITIZENS UTILITIES HOME WATER COMPANY

By David E. Chardavoyne  
Vice President

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

On this, the *9<sup>th</sup>* day of *February*, 1990, before me, the undersigned officer, personally appeared *Douglas H. 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*  
NOTARIAL SEAL  
PATRICIA M. GARRISON, Notary Public  
Phoenixville, Chester County  
My Commission Expires Sept. 12, 1992

*Douglas A. Werner*

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

On this, the *27<sup>th</sup>* day of *FEBRUARY*, 1990, before me, the undersigned officer, personally appeared *DAVID E. CHARBANOYNE*, 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

RESOLUTION # 90-02

Whereas, the Borough of Phoenixville has entered into an Agreement with Citizens Utilities Home Water Company to sell bulk water, and

Whereas, the Borough of Phoenixville and Citizens Utilities Home Water Company each own and operate a public water system, pursuant to their respective Certificates of Public Convenience operated by the Pennsylvania Public Utility Commission to provide water service for residential, commercial, industrial and corporate purposes, and

Whereas, in the Agreement signed by the Borough of Phoenixville and Citizens Utilities Home Water Company dated March 10, 1986, Phoenixville has agreed to provide wholesale supply of water to Citizens Utilities Home Water Company, and

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

Whereas, Citizens Utilities Home Water Company has planned to construct a water main and related main along Egypt Road for the purpose of its water services to its customers, and

Whereas, Phoenixville and Citizens Utilities Home Water Company have agreed that Citizens Utilities Home Water Company will reimburse Phoenixville for the cost of the installation of new water main and related facilities, in exchange for a long term lease of Phoenixville's Sowers Avenue Booster Station, and

Whereas, Phoenixville and Citizens Utilities Home Water Company accordingly desire to amend the existing Water Supply Agreement.

NOW, THEREFORE, BE IT RESOLVED AND IT HEREBY IS RESOLVED that the existing Water Supply Agreement be amended and the Council President be authorized to execute the Agreement.

ENACTED AND ADOPTED this 13th day of March, 1990.

BOROUGH COUNCIL OF PHOENIXVILLE

By: James A. Werner  
Council President

Attest: Patricia M. Gannon  
Borough Secretary

EXAMINED AND APPROVED this 13th day of March, 1990.

Michael J. Boas  
Mayor


**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 2, 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 9, 2025

Signed by:  
  
9AB7E422CE934C9...  
\_\_\_\_\_  
E. Jean Krack  
Borough Manager  
Borough of Phoenixville