

CAPTION SHEET

CASE MANAGEMENT SYSTEM

- 1. REPORT DATE: 00/00/00
- 3. BUREAU: SAC
- 4. SECTION(S):
- 6. APPROVED BY: DIRECTOR: SUPERVISOR:
- 7. MONITOR:
- 8. PERSON IN CHARGE:
- 10. DOCKET NO: U-901279
- 2. BUREAU AGENDA NO:
- 5. PUBLIC MEETING DATE: 00/00/00
- 9. DATE FILED: 04/06/90
- 11. EFFECTIVE DATE: 05/06/90

PARTY/COMPLAINANT: PHOENIXVILLE, BOROUGH OF

RESPONDENT/APPLICANT: CITIZENS UTIL. HOME WATER CO.

COMP/APP COUNTY: MONTGOMERY UTILITY CODE: 210440

ALLEGATION OR SUBJECT

RESOLUTION DATED MARCH 13, 1990 OF THE BOROUGH OF PHOENIXVILLE (A) AMENDING THE MARCH 10, 1986 AGREEMENT BETWEEN THE BOROUGH OF PHOENIXVILLE AND CITIZENS UTILITIES HOME WATER COMPANY RELATING TO THE CONSTRUCTION OF A WATER MAIN AND RELATED FACILITIES ALONG EGYPT ROAD, IN UPPER PROVIDENCE TOWNSHIP, MONTGOMERY COUNTY, AND (B) SETTING FORTH THE TERMS AND CONDITIONS WHEREBY THE COMPANY WOULD LEASE CERTAIN PROPERTY IN UPPER PROVIDENCE TOWNSHIP, MONTGOMERY COUNTY, WITH THE OPTION TO PURCHASE SAME.

**REPORT
FOLDER**

DOCKETED
APR 6 1990

MORGAN, LEWIS & BOCKIUS

COUNSELORS AT LAW

800 NORTH THIRD STREET

HARRISBURG, PENNSYLVANIA 17102

TELEPHONE: (717) 238-1787

FAX: (717) 238-3123

ORIGINAL

HARRISBURG
WASHINGTON
NEW YORK
LONDON
FRANKFURT

PHILADELPHIA
LOS ANGELES
MIAMI
SAN DIEGO
BRUSSELS
TOKYO

JOHN H. ISOM
DIAL DIRECT (717) 238-1805

April 6, 1990

RECEIVED

APR 6 1990

**SECRETARY'S OFFICE
Public Utility Commission**

Jerry Rich, Secretary
Pennsylvania Public Utility
Commission
P. O. Box 3265
Harrisburg, Pennsylvania 17120

Re: Citizens Utilities Home Water
Company

Dear Secretary Rich:

Enclosed, for filing, are three (3) copies of an Agreement between the Borough of Phoenixville and Citizens Utilities Home Water Company. This Agreement is being filed pursuant to Section 507 of the Public Utility Code, 66 Pa.C.S. § 507.

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Two features of the enclosed Agreement are noteworthy. First, the Agreement is, in fact, an amendment to the Water Supply Agreement between the Borough of Phoenixville and Citizens Utilities Home Water Company, dated March 10, 1986. The Water Supply Agreement was submitted to the Commission previously pursuant to Section 507 of the Public Utility Code. The second noteworthy feature of the enclosed agreement is that it includes a second agreement identified as Exhibit "B". Exhibit "B" is a separate and additional agreement between the Borough of Phoenixville and Citizens Utilities Home Water Company under which Citizens Utilities Home Water Company would lease certain property of the Borough of Phoenixville, and Citizens Utilities Home Water Company would obtain an exclusive option to purchase the property to be leased.

If there are any questions concerning these matters, please contact us.

Respectfully submitted,

John H. Isom
John H. Isom

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APR 6 1990

**DOCUMENT
FOLDER**

JHI:gjm
enclosures

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");

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WITNESSETH:

SECRETARY'S OFFICE
Public Utility Commission

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 ^{see DAW} ~~Commission~~, 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

DOCKETED

APR 6 1990



A handwritten signature in dark ink, appearing to be a stylized name, located below the "DOCKETED" stamp.

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.

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.

BOROUGH OF PHOENIXVILLE

Attest:

Patricia M. Hansen

BY

Douglas A. Warner

CITIZENS UTILITIES HOME WATER COMPANY

Attest:

Char. W. ...
ans for

BY

David E. Chardavagne
Vice President

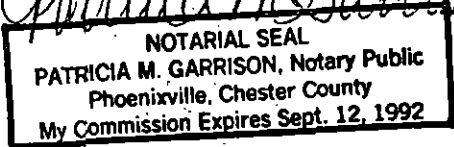
COMMONWEALTH OF PENNSYLVANIA)
)
) : ss.
)
COUNTY OF CHESTER)

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 G. CHARDARD, 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

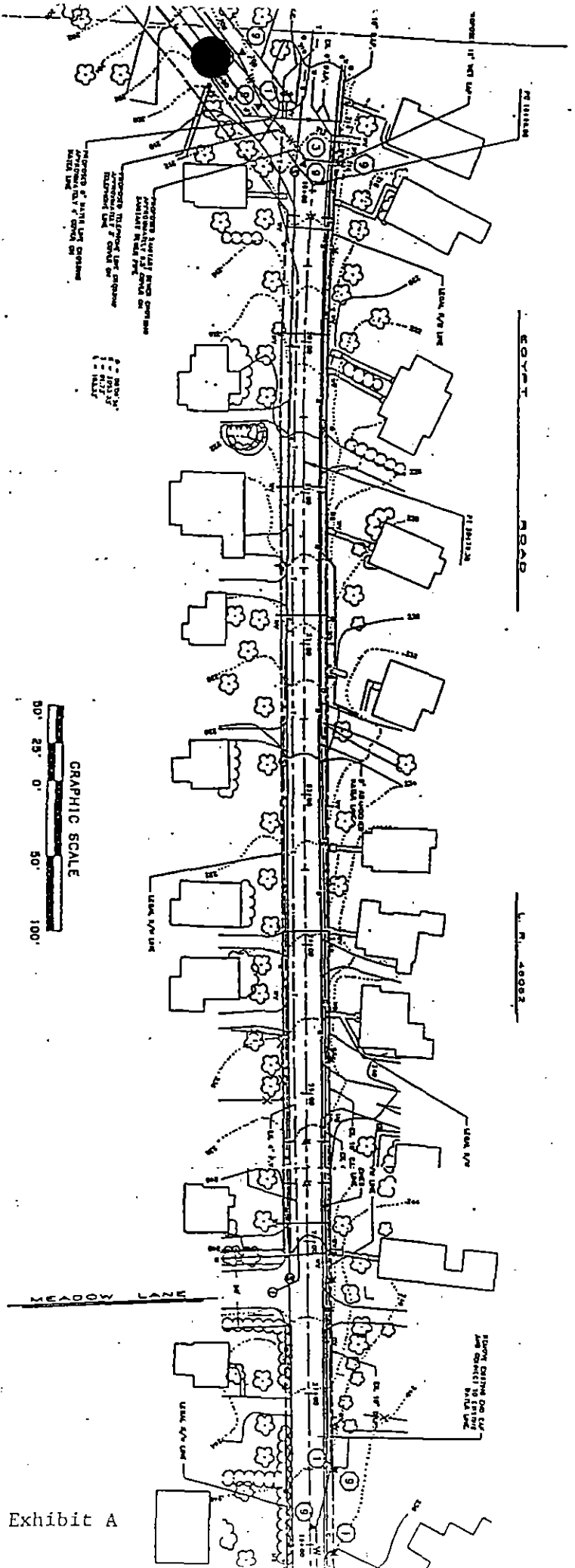


Exhibit A

LEASE AND OPTION TO PURCHASE

This Indenture made and entered into as of the 27th 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").

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W I T N E S S E T H :

SECRETARY'S OFFICE
Public Utility Commission

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

DOCKETED

APR 6 1990

~~EXHIBIT "B"~~

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.

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

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

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

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.

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

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.

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. Johnson

BOROUGH OF PHOENIXVILLE

BY Joseph A. Werner

Attest:

Charles W. Anderson

CITIZENS UTILITIES HOME WATER COMPANY

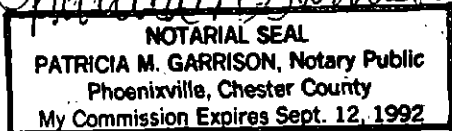
BY David E. Chardavoyne
Vice President

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

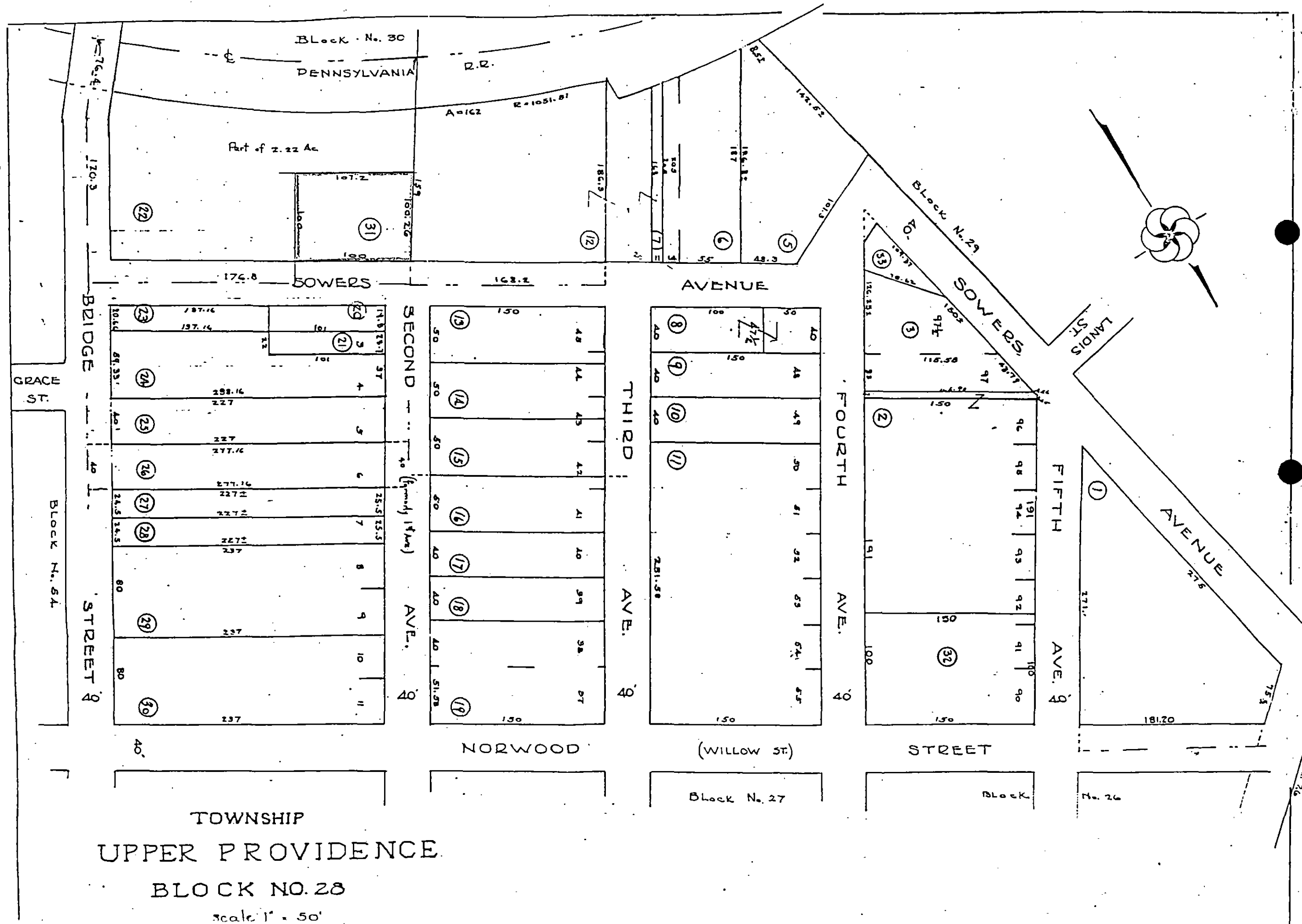
~~COMMONWEALTH OF PENNSYLVANIA~~)
~~STATE OF CONNECTICUT~~ : ss.
~~COUNTY OF BERKS FAIRFIELD~~)

On this, the 27th day of February, 1990, before me, the undersigned officer, personally appeared DAVID E. CHARBAYOUNE, 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



TOWNSHIP
 UPPER PROVIDENCE
 BLOCK NO. 28
 scale 1" = 50'

Block No. 30
 PENNSYLVANIA

Block No. 29
 SOWERS

GRACE ST.

Block No. 54

BRIDGE STREET

STREET

SOWERS AVENUE

AVENUE

SECOND AVE.

THIRD AVE.

FOURTH AVE.

FIFTH AVE.

NORWOOD

(WILLOW ST.)

STREET

Block No. 27

Block

Block



Block No. 26

SE

SOWERS

H AVENUE

LEGAL RIGHT OF WAY LINE

EDGE OF PAVING 2" PLASTIC

INV-13435/M/S-272
RIM-146.81'

343°45'E

100.00'

147.32 543°45'E

146.80

145.39

179.07

SPIKE (END)

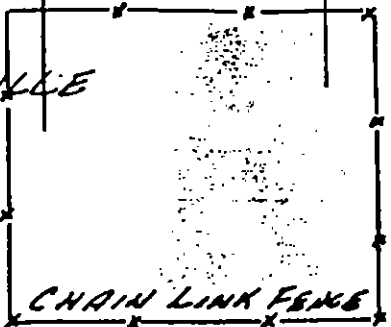
SPIKE (END)

65.00'

20.00'

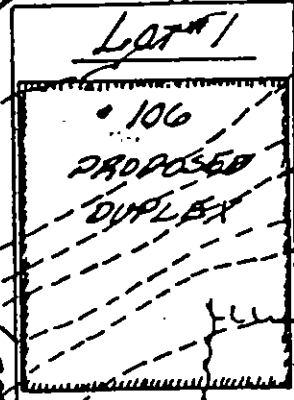
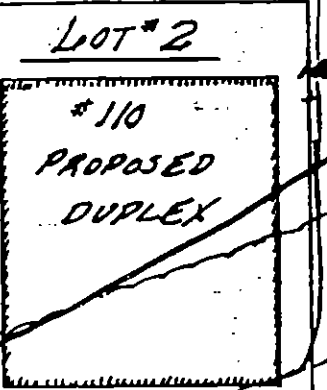
114.07'

LANDS OF
BOROUGH OF PHOENIXVILLE



PARKING

MeB



543°45'E

107.20'

1. PIN (END)

1. PIN SET

BOUNDARY

CONTAINS: 17,973.32 SQ. FT. ± GROSS
16,673.32 SQ. FT. ± NET

GRAVEL

SOILS

EDGE OF WOODS

MeD

LIGHT

WOODS 133.45

CONTAINS:
19,363.06 SQ. FT. ± GROSS
9,394.85 SQ. FT. ± NET

BILLBOARD

N50°22'E 62.41'

N50°22'E

N41°29'05"W

N46°15'E

S46°15'W

N46°15'E

ULTIMATE RIGHT OF WAY LINE

S51°17'50"W 50.00'

S46°37'30"W

S46°37'30"W

133.77

133.04

132.97

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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. Warner
Council President

Attest: Patricia M. Garner
Borough Secretary

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

Michael M. Conroy
Mayor

DUCKETED

APR 6 1990

April 11, 1990

SUBJECT: U-901279

TO: Bureau of S & C

FROM: Jerry Rich, Secretary

Resolution dated March 13, 1990 of the Borough of Phoenixville (a) amending the March 10, 1986 agreement between the Borough of Phoenixville and Citizens Utilities Home Water Company relating to the construction of a water main and related facilities along Egypt Road, in Upper Providence Township, Montgomery County, and (b) setting forth the terms and conditions whereby the Company would lease certain property in Upper Providence Township, Montgomery County, with the option to Purchase same.

We attach hereto copy of the agreement between the Borough of Phoenixville and the Citizens Utilities Home Water Company which has been captioned and docketed to the above number.

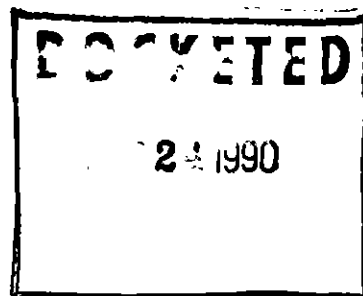
This agreement has been accepted for filing under Section 507 of the Act and the effective date will be May 6, 1990.

May we have a report prepared by your Bureau.

Attachment - copy of agreement

cc: Law Bureau - w/copy of agreement
Office of Trial Staff - w/copy of agreement

JEP:lg





COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265, HARRISBURG, Pa. 17120

May 7, 1990

IN REPLY PLEASE
REFER TO OUR FILE
U-901279

John H. Isom, Esquire
Morgan, Lewis & Bockius
800 North Third Street
Harrisburg, Pa. 17108

DOCKETED

JUN 13 1990

Resolution dated March 13, 1990 of the Borough of Phoenixville (A) amending the March 10, 1986 agreement between the Borough of Phoenixville and Citizens Utilities Home Water Company relating to the construction of a water main and related facilities along Egypt Road, in Upper Providence Township, Montgomery County, and (B) Setting forth the terms and conditions whereby the Company would lease certain property in Upper Providence Township, Montgomery County, with the option to purchase same.

**DOCUMENT
FOLDER**

To Whom It May Concern:

We enclose herewith the original and one (1) copy of certificate of filing issued by this Commission in accordance with Section 507 of the Public Utility Law, Title 66.

It will be necessary for you to serve a copy of this certificate upon the Upper Providence Township.

Please acknowledge receipt of these certificates.

Very truly yours,

Jerry Rich, Secretary

smk
Encls.
Cert. Mail

PENNSYLVANIA PUBLIC UTILITY COMMISSION

CERTIFICATE OF FILING

DOCKETED

JUN 13 1990

Resolution dated March 13, 1990 of the Borough of Phoenixville (A) amending the March 10, 1986 agreement between the Borough of Phoenixville and Citizens Utilities Home Water Company relating to the construction of a water main and related facilities along Egypt Road, in Upper Providence Township, Montgomery County, and (B) Setting forth the terms and conditions whereby the Company would lease certain property in Upper Providence Township, Montgomery County, with the option to purchase same.

**DOCUMENT
FOLDER**

BY THE COMMISSION:

NOW, May 6, 1990 the Public Utility Commission certifies that the above contract or indenture dated March 13, 1990, has been on file with the Commission since April 6, 1990, in accordance with Section 507 of the Public Utility Law, Title 66.

PENNSYLVANIA PUBLIC UTILITY COMMISSION



Jerry Rich, Secretary

ORIGINAL

MORGAN, LEWIS & BOCKIUS

COUNSELORS AT LAW

800 NORTH THIRD STREET

HARRISBURG, PENNSYLVANIA 17102

TELEPHONE: (717) 238-1787

FAX: (717) 238-3123

HARRISBURG
WASHINGTON
NEW YORK
LONDON
FRANKFURT

PHILADELPHIA
LOS ANGELES
MIAMI
SAN DIEGO
BRUSSELS
TOKYO

RECEIVED

May 21, 1990

MAY 22 1990

JOHN H. ISOM
DIAL DIRECT (717) 238-1805

SECRETARYS OFFICE
Public Utility Commission

Jerry Rich, Secretary
Pennsylvania Public Utility
Commission
P. O. Box 3265
Harrisburg, Pennsylvania 17120

Re: Resolution Dated March 13, 1990 of the
Borough of Phoenixville (A) Amending the
March 10, 1986 Agreement Between the
Borough of Phoenixville and Citizens
Utilities Home Water Company Relating to
the Construction of a Water Main and
Related Facilities Along Egypt Road, in
Upper Providence Township, Montgomery
County, and (B) Setting Forth the Terms
and Conditions Whereby the Company Would
Lease Certain Property in Upper
Providence Township, Montgomery County,
With the Option to Purchase Same, Docket
No. U-901279

Dear Secretary Rich:

I hereby acknowledge receipt of an original and one (1)
copy of the certificate of filing issued by the Commission in
accordance with Section 507 of the Public Utility Law, Title 66,
with regard to the above-referenced proceeding.

Respectfully submitted,

John H. Isom
John H. Isom

JHI:gjm

DOCUMENT
FOLDER

MORGAN, LEWIS & BOCKIUS

COUNSELORS AT LAW

800 NORTH THIRD STREET

HARRISBURG, PENNSYLVANIA 17102

TELEPHONE: (717) 238-1787

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TOKYO

JOHN H. ISOM

DIAL DIRECT (717) 238-1805

May 21, 1990

Mr. Douglas A. Werner
Council President
Borough of Phoenixville
Municipal Building
140 Church Street
Phoenixville, Pennsylvania 19460

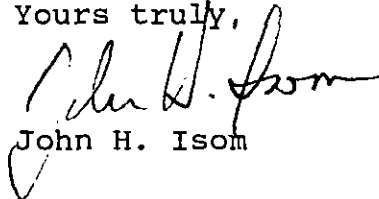
Re: Borough of Phoenixville/Citizens
Utilities Home Water Company Agreement,
Docket No. U-901279

Dear Mr. Werner:

Enclosed, for your records, is a copy of the certificate from the Pennsylvania Public Utility Commission that Citizens Utilities Home Water Company's agreement with the Borough of Phoenixville has been on file for thirty days and, in accordance with Section 507 of the Public Utility Code, is now in effect.

Of course, if you have any question concerning this matter, please contact us.

Yours truly,



John H. Isom

JHI:gjm

Enclosure

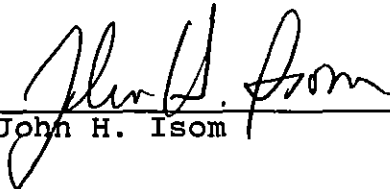
cc: Jerry Rich, Secretary (letter and original certificate
of service)

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of certificate from the Pennsylvania Public Utility Commission that Citizens Utilities Home Water Company's agreement with the Borough of Phoenixville has been on file for thirty days and, in accordance with Section 507 of the Public Utility Code, is not in effect, by first class mail, upon the following:

Mr. Douglas A. Werner
Council President
Borough of Phoenixville
Municipal Building
140 Church Street
Phoenixville, Pennsylvania 19460

Dated this 21st day of May, 1990.



John H. Isom