

**PUBLIC NOTICE  
PUBLIC HEARING**

The East Stroudsburg Borough Council will hold a Public Hearing on **Tuesday, February 3, 2026 at 7:15 PM**, in the Borough of East Stroudsburg Municipal Building, located at 24 Analomink St., East Stroudsburg, PA, during a Regular Meeting of the Borough Council for **Ordinance No. 1424, 8<sup>th</sup> amendment to Intermunicipal Water Service Agreement and Facilities Transfer Agreement with Brodhead Creek Regional Authority (BCRA)** of the East Stroudsburg Code of Ordinances.

After the hearing and during the continuance of the meeting, the Borough Council will, if in order, consider and vote upon **Ordinance No. 1424, 8<sup>th</sup> amendment to Intermunicipal Water Service Agreement and Facilities Transfer Agreement with Brodhead Creek Regional Authority (BCRA)** as well as conduct any other business that may come before the Borough Council. In lieu of setting forth **Ordinance No. 1424** in its entirety, a summary of the proposed **Ordinance** is as follows:

**AN ORDINANCE OF THE COUNCIL OF THE BOROUGH OF EAST STROUDSBURG (“BOROUGH”) ON BEHALF OF THE BOROUGH OF EAST STROUDSBURG AUTHORIZING: 1) THE ENTRY INTO AN EIGHTH AMENDMENT TO THE INTERMUNICIPAL WATER SERVICE AGREEMENT AND FACILITIES TRANSFER AGREEMENT, DATED MAY 6, 1999, AND ITS SEVEN (7) SUBSEQUENT AMENDMENTS THERETO (THE MAY 6, 1999 INTERMUNICIPAL WATER SERVICE AGREEMENT AND SEVEN (7) SUBSEQUENT AMENDMENTS ARE COLLECTIVELY REFERRED TO AS THE “IWA”), BETWEEN THE BOROUGH OF EAST STROUDSBURG AND THE BRODHEAD CREEK REGIONAL AUTHORITY (“AUTHORITY”) (THE “BOROUGH” AND “AUTHORITY” ARE HEREINAFTER REFERRED TO AS THE “PARTIES”) (HEREINAFTER “EIGHTH AMENDMENT”), WHICH AMENDS THE IWA AS FOLLOWS: 1) DELETING AND REPLACING THE FOLLOWING DEFINITIONS: “CONNECTION POINTS,” “RESERVED CAPACITY,” AND “SERVICE AREAS,” TO INCLUDE PROVISIONS FOR RECIPROCAL TRANSFER OF WATER, AND REPLACING AND UPDATING EXHIBIT “B,” SERVICE AREA OF AUTHORITY; 2) DELETING AND REPLACING EXISTING SECTION 3.01 TERM TO EXTEND THE TERM UNTIL DECEMBER 31, 2051 AND ALLOW FOR A TEN (10) YEAR OPTION TO RENEW; 3) DELETING AND REPLACING EXISTING ARTICLE IV, SECTION 4.01 WITH NEW SECTION 4.01 BY CREATING NEW SECTIONS 4.01(a)(i) AND 4.01(a)(ii) DESCRIBING RESERVED CAPACITY OF THE PARTIES; RESERVING SECTION 4.01(b), RESTATING SECTION 4.01(c); DELETING AND RESTATING SECTION 4.02 AND INCORPORATING NEW EXHIBIT “B” REGARDING DISTRIBUTION OF WATER AND WATER SERVICE AREAS OF THE PARTIES; 4) BY DELETING AND REPLACING SECTION 4.03 WITH UPDATED LIST OF CONNECTION POINTS TO INCLUDE EAGLE VALLEY PUMP STATION; 5) BY AMENDING SECTION 4.07 AND EXISTING EXHIBIT “A” TO REMOVE THE EAGLE VALLEY PUMP STATION FROM LIST OF JOINT USE FACILITIES; 6) DELETING AND REPLACING SECTION 4.08 TO REQUIRE RECIPROCITY IN THE PROVISION OF RULES AND REGULATIONS GOVERNING WATER SYSTEMS; 7) CLARIFYING THAT ARTICLE V SHOULD BE READ AS RECIPROCAL DUTIES DEPENDENT ON PARTY REQUESTING ADDITIONAL CAPACITY; 8) CLARIFYING THAT ARTICLE VI, SECTION 6.01 THROUGH SECTION 6.06 SHALL BE INTERPRETED AS RECIPROCAL OBLIGATIONS AND REQUIRING THE PARTIES TO MEET AND DISCUSS BUDGETARY LINE ITEMS; 9) DELETING AND REPLACING EXISTING SECTION 6.07 WITH NEW PROVISIONS REGARDING MUTUAL WAIVER OF EDU AND**

**EBU CHARGES; 10) AMENDING EXHIBIT "D" BULK RATE SCHEDULE TO INCLUDE MUTUAL BULK RATE CHARGES AND CLARIFYING RECIPROCAL CHARGES TO BE IMPOSED BY THE PARTIES; 11) MODIFYING EXISTING ARTICLE VIII MISCELLANEOUS, OF THE IWA, TO RENAME ARTICLE VIII AS MAINTENANCE, OPERATION, INSPECTION, AND PLANNING WHICH INCLUDES EXISTING SECTIONS 8.01 THROUGH 8.03 AND NEW 8.04 AND CREATING A NEW ARTICLE IX ENTITLED MISCELLANEOUS WHICH INCLUDES FORMER SECTIONS 8.04 THROUGH 8.12 RENUMBERED AS SECTIONS 9.01 THROUGH 9.09; ALL OF WHICH ARE DEEMED TO BE IN THE BOROUGH'S INTEREST IN PROMOTING ITS CUSTOMERS PUBLIC HEALTH AND SAFETY; II) TO ALLOW FOR SEVERABILITY OF PROVISIONS; III) INCORPORATING PRIOR PROVISIONS OF THE IWA TO THE EXTENT THE EIGHTH AMENDMENT DOES NOT CONFLICT; IV) AUTHORIZING COUNTERPART SIGNATURES; AND V) EFFECTIVE DATE.**

The hearing is open to the public. All interested parties are welcome to attend and will have an opportunity to be heard. The proposed Ordinance can be examined without charge or obtained for a charge not greater than the actual cost of reproduction thereof at the East Stroudsburg Municipal Building at the address set forth above during normal business hours (8 AM to 5 PM, Monday-Friday) and online at the East Stroudsburg Borough Website [www.eaststroudsburgboro.org](http://www.eaststroudsburgboro.org) during regular business hours.

A copy of the proposed Ordinance is also available at the Pocono Record and Monroe County Law Library. If you are a person with a disability and require auxiliary aid, service, or other accommodation to participate in the proceedings, contact the Borough at 570-421-8300 to discuss how your needs may be accommodated. The public hearing can be viewed virtually via the East Stroudsburg Borough's Facebook page.

Kelly Lewis,  
Borough Manager  
Borough Of East Stroudsburg



**ORDINANCE NO. 1424**

**AN ORDINANCE OF THE COUNCIL OF THE BOROUGH OF EAST STROUDSBURG (“BOROUGH”) ON BEHALF OF THE BOROUGH OF EAST STROUDSBURG AUTHORIZING: 1) THE ENTRY INTO AN EIGHTH AMENDMENT TO THE INTERMUNICIPAL WATER SERVICE AGREEMENT AND FACILITIES TRANSFER AGREEMENT, DATED MAY 6, 1999, AND ITS SEVEN (7) SUBSEQUENT AMENDMENTS THERETO (THE MAY 6, 1999 INTERMUNICIPAL WATER SERVICE AGREEMENT AND SEVEN (7) SUBSEQUENT AMENDMENTS ARE COLLECTIVELY REFERRED TO AS THE “IWA”), BETWEEN THE BOROUGH OF EAST STROUDSBURG AND THE BRODHEAD CREEK REGIONAL AUTHORITY (“AUTHORITY”) (THE “BOROUGH” AND “AUTHORITY” ARE HEREINAFTER REFERRED TO AS THE “PARTIES”) (HEREINAFTER “EIGHTH AMENDMENT”), WHICH AMENDS THE IWA AS FOLLOWS: 1) DELETING AND REPLACING THE FOLLOWING DEFINITIONS: “CONNECTION POINTS,” “RESERVED CAPACITY,” AND “SERVICE AREAS,” TO INCLUDE PROVISIONS FOR RECIPROCAL TRANSFER OF WATER, AND REPLACING AND UPDATING EXHIBIT “B,” SERVICE AREA OF AUTHORITY; 2) DELETING AND REPLACING EXISTING SECTION 3.01 TERM TO EXTEND THE TERM UNTIL DECEMBER 31, 2051 AND ALLOW FOR A TEN (10) YEAR OPTION TO RENEW; 3) DELETING AND REPLACING EXISTING ARTICLE IV, SECTION 4.01 WITH NEW SECTION 4.01 BY CREATING NEW SECTIONS 4.01(a)(i) AND 4.01(a)(ii) DESCRIBING RESERVED CAPACITY OF THE PARTIES; RESERVING SECTION 4.01(b), RESTATING SECTION 4.01(c); DELETING AND RESTATING SECTION 4.02 AND INCORPORATING NEW EXHIBIT “B” REGARDING DISTRIBUTION OF WATER AND WATER SERVICE AREAS OF THE PARTIES; 4) BY DELETING AND REPLACING SECTION 4.03 WITH UPDATED LIST OF CONNECTION POINTS TO INCLUDE EAGLE VALLEY PUMP STATION; 5) BY AMENDING SECTION 4.07 AND EXISTING EXHIBIT “A” TO REMOVE THE EAGLE VALLEY PUMP STATION FROM LIST OF JOINT USE FACILITIES; 6) DELETING AND REPLACING SECTION 4.08 TO REQUIRE RECIPROCITY IN THE PROVISION OF RULES AND REGULATIONS GOVERNING WATER SYSTEMS; 7) CLARIFYING THAT ARTICLE V SHOULD BE READ AS RECIPROCAL DUTIES DEPENDENT ON PARTY REQUESTING ADDITIONAL CAPACITY; 8) CLARIFYING THAT ARTICLE VI, SECTION 6.01 THROUGH SECTION 6.06 SHALL BE INTERPRETED AS RECIPROCAL OBLIGATIONS AND REQUIRING THE PARTIES TO MEET AND DISCUSS BUDGETARY LINE ITEMS; 9) DELETING AND REPLACING EXISTING SECTION 6.07 WITH NEW PROVISIONS**

**REGARDING MUTUAL WAIVER OF EDU AND EBU CHARGES; 10) AMENDING EXHIBIT “D” BULK RATE SCHEDULE TO INCLUDE MUTUAL BULK RATE CHARGES AND CLARIFYING RECIPROCAL CHARGES TO BE IMPOSED BY THE PARTIES; 11) MODIFYING EXISTING ARTICLE VIII MISCELLANEOUS, OF THE IWA, TO RENAME ARTICLE VIII AS MAINTENANCE, OPERATION, INSPECTION, AND PLANNING WHICH INCLUDES EXISTING SECTIONS 8.01 THROUGH 8.03 AND NEW 8.04 AND CREATING A NEW ARTICLE IX ENTITLED MISCELLANEOUS WHICH INCLUDES FORMER SECTIONS 8.04 THROUGH 8.12 RENUMBERED AS SECTIONS 9.01 THROUGH 9.09; ALL OF WHICH ARE DEEMED TO BE IN THE BOROUGH’S INTEREST IN PROMOTING ITS CUSTOMERS PUBLIC HEALTH AND SAFETY; II) TO ALLOW FOR SEVERABILITY OF PROVISIONS; III) INCORPORATING PRIOR PROVISIONS OF THE IWA TO THE EXTENT THE EIGHTH AMENDMENT DOES NOT CONFLICT; IV) AUTHORIZING COUNTERPART SIGNATURES; AND V) EFFECTIVE DATE.**

**WHEREAS**, the Council of the Borough of East Stroudsburg, on behalf of the Borough of East Stroudsburg, is authorized under the provisions of the Pennsylvania Intergovernmental Cooperation Act, 53 Pa.C.S.A. §2301 et seq. (the "Act"), to enter into agreements with other political subdivisions for the purpose of carrying out essential governmental functions; and

**WHEREAS**, the Borough of East Stroudsburg (“Borough”) intends to enter into an Eighth Amendment to the IWA, between the Borough of East Stroudsburg (“Borough”) and the Brodhead Creek Regional Authority (“Authority”), to amend the IWA as follows: 1) deleting and replacing the following definitions: “Connection Points,” “Reserved Capacity,” and “Service Areas,” to include provisions for reciprocal transfer of water, and replacing and updating Exhibit “B,” Service Area of Authority; 2) deleting and replacing existing Section 3.01 Term to extend the term until December 31, 2051 and allow for a ten (10) year option to renew; 3) deleting and replacing existing Article IV, Section 4.01 with new Section 4.01 by creating new Sections 4.01(a)(i) and 4.01(a)(ii) describing Reserved Capacity of the Parties; reserving Section 4.01(b); restating Section 4.01(c); deleting and restating Section 4.02 and incorporating new Exhibit “B” regarding distribution of water and water service areas of the Parties; 4) by deleting and replacing Section 4.03 with updated list of Connection Points to include Eagle Valley Pump Station; 5) by amending Section 4.07 and existing Exhibit “A” to remove the Eagle Valley Pump Station from list of Joint Use Facilities; 6) deleting and replacing Section 4.08 to require reciprocity in the provision of rules and regulations governing water systems; 7) clarifying that Article V should be read as reciprocal duties dependent on Party requesting additional capacity; 8) clarifying that Article VI, Section 6.01 through Section 6.06 shall be interpreted as reciprocal obligations and requiring the Parties to meet and discuss budgetary line items; 9) deleting and replacing existing Section 6.07 with new provisions regarding mutual waiver of EDU and EBU charges; 10) amending Exhibit “D” Bulk Rate Schedule to include mutual bulk rate charges and clarifying reciprocal charges to be imposed by the Parties; 11) modifying existing Article VIII Miscellaneous, of the IWA, to rename Article VIII as Maintenance, Operation, Inspection, and Planning which includes existing Sections 8.01 through 8.03 and new 8.04 and creating a new Article IX entitled Miscellaneous which includes former Sections 8.04 through 8.12 renumbered as Sections 9.01 through 9.09; all of which are deemed to be in the Borough’s interest in promoting its customers public health and safety; and

**WHEREAS**, the East Stroudsburg Borough Council has the authority pursuant to the Pennsylvania Borough Code (8 Pa.C.S.A., §§101–3501) and the East Stroudsburg Borough Code of Ordinances to enter into the Eighth Amendment to the IWA generally and more specifically, §1202(24) of the Borough Code, Specific Powers (power to enter into agreements with political subdivisions to make joint purchases pursuant to 53 Pa.C.S., Chapter 23, Subchapter A); §1202, Subchapter 28, Authority to Acquire Land through Eminent Domain and Maintain Public Facilities; §1404, Power to Make Contracts; Chapter 23 of the Borough Code, Water Systems; §2406, Contracts to Supply Water for Municipal Purposes; §2411, Acquisition of Land for Water Supply Projects of Act and the IWA; and

**WHEREAS**, the Borough intends to enter into an Eighth Amendment to the IWA with the Authority, pursuant to Ordinance, and which Eighth Amendment requires the Borough to obtain a) Pennsylvania Department of Environmental Protection (“PADEP”) Subsidiary Water Allocation Permit and which may require additional Delaware River Basin Commission Docket approval for Docket No. D-1992-072 CP-2 (“DRBC Docket”); and

**WHEREAS**, the East Stroudsburg Borough Council of the Borough of East Stroudsburg has determined that it is in the best interest of the Borough to enter into the Eighth Amendment to the IWA with the Authority.

**NOW THEREFORE**, it is hereby *ENACTED* and *ORDAINED* as follows:

**Section 1. AUTHORIZATION OF ENTRY INTO THE EIGHTH AMENDMENT TO THE IWA.** The proper officers of the Council of the Borough of East Stroudsburg are hereby authorized and directed to execute and deliver on behalf of the Borough, the Eighth Amendment to the IWA, in substantially the form attached hereto as **Exhibit “A.”**

**Section 2. INTENT OF EIGHTH AMENDMENT TO THE IWA.** The Eighth Amendment to the IWA shall amend the IWA as follows: 1) deleting and replacing the following definitions: “Connection Points,” “Reserved Capacity,” and “Service Areas,” to include provisions for reciprocal transfer of water, and replacing and updating Exhibit “B,” Service Area of Authority; 2) deleting and replacing existing Section 3.01 Term to extend the term until December 31, 2051 and allow for a ten (10) year option to renew; 3) deleting and replacing existing Article IV, Section 4.01 with new Section 4.01 by creating new Sections 4.01(a)(i) and 4.01(a)(ii) describing Reserved Capacity of the Parties; reserving Section 4.01(b); restating Section 4.01(c); deleting and restating Section 4.02 and incorporating new Exhibit “B” regarding distribution of water and water service areas of the Parties; 4) by deleting and replacing Section 4.03 with updated list of Connection Points to include Eagle Valley Pump Station; 5) by amending Section 4.07 and existing Exhibit “A” to remove the Eagle Valley Pump Station from list of Joint Use Facilities; 6) deleting and replacing Section 4.08 to require reciprocity in the provision of rules and regulations governing water systems; 7) clarifying that Article V should be read as reciprocal duties dependent on Party requesting additional capacity; 8) clarifying that Article VI, Section 6.01 through Section 6.06 shall be interpreted as reciprocal obligations and requiring the Parties to meet and discuss budgetary line items; 9) deleting and replacing existing Section 6.07 with new provisions regarding mutual waiver of EDU and EBU charges; 10) amending Exhibit “D” Bulk Rate Schedule to include mutual bulk

rate charges and clarifying reciprocal charges to be imposed by the Parties; 11) modifying existing Article VIII Miscellaneous, of the IWA, to rename Article VIII as Maintenance, Operation, Inspection, and Planning which includes existing Sections 8.01 through 8.03 and new 8.04 and creating a new Article IX entitled Miscellaneous which includes former Sections 8.04 through 8.12 renumbered as Sections 9.01 through 9.09; all of which are deemed to be in the Borough's interest in promoting its customers public health and safety.

**Section 3. AUTHORIZATION OF FURTHER ACTION.** The proper officers of the Council of the Borough of East Stroudsburg are hereby authorized and directed to take all such actions, execute, deliver, file, and/or record all such documents, publish all notices, and otherwise comply with the provisions of this Ordinance and the Act insofar as the transaction contemplated by this Ordinance, in the name and on behalf of the Borough. Such further actions shall also include authorization to prepare, file, and obtain a PADEP Subsidiary Water Allocation Permit and, if necessary, further approvals by the Delaware River Basin Commission to the Borough's DRBC Docket to effectuate the purpose of the Eighth Amendment.

**Section 4. SEVERABILITY.** In case any one (1) or more of the provisions contained in this Ordinance or in the Eighth Amendment to the IWA pursuant hereto shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Ordinance or the Eighth Amendment to the IWA, and this Ordinance or said the Eighth Amendment to the IWA shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

**Section 5. REPEALER.** All Ordinances and parts of Ordinances heretofore adopted, are repealed only to the extent that the provisions are in direct conflict with the provisions of this Ordinance.

**Section 6. EFFECTIVE DATE.** This Ordinance shall take effect on the earliest date permitted by law.

***ENACTED AND ORDAINED*** this 3<sup>rd</sup> day of February, 2026.

ATTEST:

BOROUGH OF EAST STROUDSBURG

\_\_\_\_\_  
(Assistant) Secretary

By: \_\_\_\_\_  
(Vice) President  
East Stroudsburg Borough Council

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

APPROVED BY:

\_\_\_\_\_  
Mayor Victor A. Brozusky

Dated: \_\_\_\_\_, 2026

**Secretary's Certificate**

I hereby certify that the foregoing is a true and correct copy of a Ordinance No. 1424 adopted by a majority vote of the East Stroudsburg Borough Council of the Borough of East Stroudsburg at a meeting of said Council duly held on February 3, 2026. Present at the meeting and a record of their vote were, as follows:

<b>Council Member</b>	<b>Present</b>	<b>Aye</b>	<b>Nay</b>
Sonia C. Wolbert			
Carrie Panepinto			
Jane Gagliardo			
Paul Shemansky			
Lauren Peterson			
Charles Garris			

Further, be it certified that Public Notice of said meeting was given in the manner provided by law; that said Ordinance No. 1424 shall be duly recorded upon the Minutes of the Borough of East Stroudsburg and inserted into the Ordinance record book of the Borough, has not been amended or rescinded, and is in full force and effect this 3rd day of February, 2026.

\_\_\_\_\_  
(Assistant) Secretary

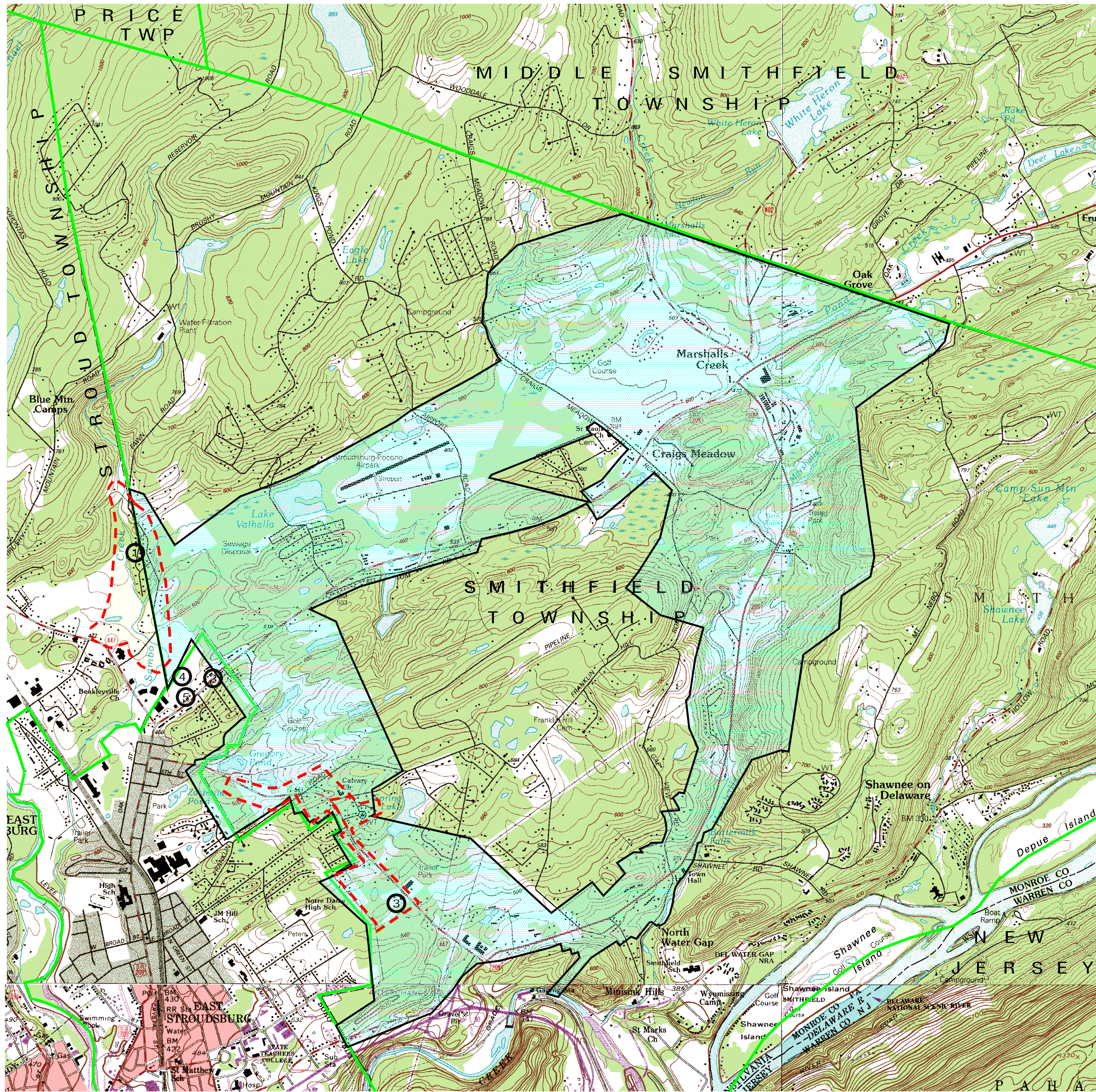
\_\_\_\_\_  
Printed Name

*(Borough Seal)*

## **EXHIBIT A**

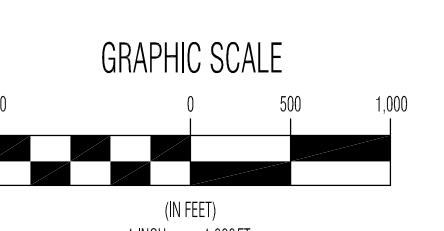
### **Joint Use Facilities**

1. 12" cast iron waterline on Woods Road serving the Franklin Hill standpipe; from the 12" x 12" tee connection in the Borough waterline along State Route #447 (SR 0447) across State Route #447 and up Woods Road (T.R. #537) to the Franklin Hill standpipe, as shown on plan titled "WATER DISTRIBUTION SYSTEM, EAST STROUDSBURG, MONROE COUNTY, PENNSYLVANIA", dated March 1960 as prepared by Edward C. Hess, Borough Engineer, and revised most recently as of May 3, 2004 by R.K.R. Hess Associates, Borough Engineers. (Plan is too large for inclusion with this agreement, but a copy of such plan is on file with both the Borough and Authority.)
2. 14" ductile iron waterline along Mary Street extension to and along State Route #447 (SR 0447); from approximately Sta 78+35 near the intersection of Mary Street extension with the East Stroudsburg Borough/Smithfield Township boundary line to and including the 14" gate valve at approximately Sta 116+25 along State Route #447 near the intersection with Gap View Heights Road, as shown on the plan titled "ADDITIONS TO THE WATER DISTRIBUTION SYSTEM, TRANSMISSION MAIN & SYSTEM REINFORCEMENT, CONTRACT NO. 1, BOROUGH OF EAST STROUDSBURG, MONROE COUNTY, PENNSYLVANIA, sheets 5 through 7, dated June 11, 1976, as prepared by Edward C. Hess Associates, Inc. (Plan is too large for inclusion with this agreement, but a copy of such plan is on file with both the Borough and the Authority).
3. 12" and 10" cast iron waterlines providing water from the Borough Water Filtration Plant; from approximately STA 23+00 near their intersection with a private road to approximately STA 64+00 near their intersection with T.R. #508 (Fawn Road), as shown on the Plan titled "PLAN AND PROFILES OF EXISTING 10 INCH WATER LINE AND PROPOSED 12 INCH WATER LINE FROM END OF 16 INCH WATER LINE TO THE INTERSECTION OF STATE HIGHWAY RTE #190 WITH ABANDONED DELAWARE VALLEY R.R. RIGHT OF WAY", sheet 1, dated June 1, 1945, as prepared by Edward C. Hess, Borough Engineer. (Plan is too large for inclusion with this agreement, but a copy of such plan is on file with both the Borough and Authority.)
4. 12" cast iron waterline along State Route #447 (SR 0447, formerly LR No. 45058 and 45059), also known as Independence Road, starting from the Borough of East Stroudsburg/Smithfield Township Municipal Boundary Line west of Gregory Pond, along State Route #447 through Smithfield Township, including Old State Route #447 just west of East Broad Street, and ending at the existing 14" gate valve near the intersection with Gap View Heights Road, as shown on the plan titled "WATER DISTRIBUTION SYSTEM, EAST STROUDSBURG, MONROE COUNTY, PENNSYLVANIA", dated March 1960 as prepared by Edward C. Hess, Borough Engineer, and revised most recently as of May 3, 2004 by R.K.R. Hess Associates, Borough Engineers. (Plan is too large for inclusion with this agreement, but a copy of such plan is on file with both the Borough and Authority.)



- LEGEND:**
- DENOTES EXISTING BCRA - STROUD TWP. WATER SERVICE AREAS UNDER INTERMUNICIPAL AGREEMENT
  - DENOTES PROPOSED EXPANDED BCRA SMITHFIELD TWP. WATER SERVICE AREA UNDER THE EIGHTH AMENDMENT TO INTERMUNICIPAL WATER SERVICE AGREEMENT AND FACILITIES TRANSFER AGREEMENT
  - MUNICIPAL BOUNDARY LINE
  - JOINT USE FACILITIES

- INTERMUNICIPAL AGREEMENT CONNECTION POINTS**
- 1 VILLAGE BY THE BROOK BULK WATER CONNECTION POINT
  - 2 MILFORD ROAD / SUNSET DRIVE BULK WATER CONNECTION POINT (ALSO SERVING J.T. LAMBERT SCHOOL)
  - 3 SMITHFIELD TWP. REGION 1, PHASE 1, ROUTE 447 / MARY ST. BULK WATER CONNECTION POINT
  - 4 EAGLES GLEN PLAZA / EAGLE VALLEY EMERGENCY AND BULK WATER CONNECTION POINT
  - 5 EAGLE VALLEY PUMP STATION EMERGENCY AND BULK WATER CONNECTION POINT



**REVISIONS**

NO.	DATE	DESCRIPTION
1	11/20/2013	ISSUED FOR PERMIT APPLICATION AND VARIATION COMMENTS
2	1/15/2014	REVISED TO REFLECT COMMENTS FROM THE BUREAU OF WATER SERVICE (BWS)

**AUTHORIZED USE:**  
EXHIBIT



**EXHIBIT B - BCRA WATER SERVICE AREA SERVED VIA INTERMUNICIPAL AGREEMENT**  
**INTERMUNICIPAL WATER SERVICE AGREEMENT AND FACILITIES TRANSFER AGREEMENT**  
**BETWEEN THE BOROUGH OF EAST STROUDSBURG AND BROOKHEAD CREEK REGIONAL AUTHORITY**  
 BROOKHEAD CREEK REGIONAL AUTHORITY  
 410 MILL CREEK ROAD  
 EAST STROUDSBURG, PA 18301  
 MONROE COUNTY, PA

DATE	BY	FOR
11/20/2013	R.D.S. CHASE	PROJECT MANAGER
11/20/2013	STV	CHECKED
11/20/2013	STV	DATE PLOTTED
11/20/2013	STV	SCALE
11/20/2013	STV	PROJECT NO.
11/20/2013	STV	DATE PLOTTED
11/20/2013	STV	SCALE
11/20/2013	STV	PROJECT NO.

Jan 23, 2014 10:27 AM  
 View: 100%  
 Project: 10204 - Series: 10204.221 - Title: 8th Annual Interim Engineering Drawings/Municipal Water Service Agreement Mapping

THE PROFESSIONAL SEAL IS INVALID ON ANY PLAN THAT DOES NOT CONTAIN AN IMPRESSION OF AND THE SIGNATURE OF THE REGISTERED PROFESSIONAL ENGINEER OR ARCHITECT WHOSE NAME IS ON THE PLAN. THE PROFESSIONAL SEAL IS THE PROPERTY OF UTRS. UTRS DISCLAIMS ALL LIABILITY FOR SUCH UNAUTHORIZED USE.

## **EXHIBIT “D”**

### **Bulk Rate Schedule**

**Borough Billing.** The Borough shall bill the Brodhead Creek Regional Authority on a quarterly billing cycle, based on a per thousand gallon rate of Three Dollars and Twenty-Seven Cents (\$3.27) per one thousand (1,000) gallons of water used. This usage shall be the total gallonage used and recorded at all “Connection Points” (see Section 4.03, as amended) as well as at all individual metered customer connections on the Joint Use Facilities which are not provided water through one of the metered “Connection Points.” All fire hydrants installed by the Authority on Joint Use Facilities which are not served via a metered “Connection Point” shall be billed at a rate of One Hundred Fifty (\$150.00) Dollars per hydrant per year.

**Authority Billing.** The Authority shall bill the Borough on a quarterly billing cycle, based on a per thousand gallon rate of Three Dollars and Twenty-Seven Cents (\$3.27) per one thousand (1,000) gallons of water used. This usage shall be the total gallonage used and recorded at all “Connection Points” (see Section 4.03, as amended). The Borough does not utilize Joint Use Facilities for the provision of fire services and therefore shall not be charged an annual fire hydrant rate until such time as Borough fire hydrants are installed on Joint Use facilities; in that event, the annual fire hydrant rate shall be charged at a reciprocal rate.

**EIGHTH AMENDMENT TO INTERMUNICIPAL  
WATER SERVICE AGREEMENT AND  
FACILITIES TRANSFER AGREEMENT**

**THIS AGREEMENT**, dated \_\_\_\_\_, 2026, between the **BOROUGH OF EAST STROUDSBURG**, Monroe County, Pennsylvania, a municipality of the Commonwealth of Pennsylvania, with an office address of 24 Analomink Street, East Stroudsburg, Pennsylvania 18301 (herein the “Borough”), and the **BRODHEAD CREEK REGIONAL AUTHORITY, formerly the STROUDSBURG MUNICIPAL AUTHORITY**, with an office address of 410 Mill Creek Road, East Stroudsburg, Monroe County, Pennsylvania 18301, a municipal authority of the Commonwealth of Pennsylvania (herein the “Authority”) (hereinafter collectively the “Parties”).

**WITNESSETH:**

**WHEREAS**, the Borough is a municipal subdivision of the Commonwealth of Pennsylvania, organized and existing under the Borough Code, as amended, 53 P.S. §45101, *et seq.*; and

**WHEREAS**, the Stroudsburg Municipal Authority, now by change of name, the Brodhead Creek Regional Authority is an incorporated municipal authority, first organized by the Borough of Stroudsburg in 1953, under the Municipal Authorities Act (the Act of the General Assembly of the Commonwealth of Pennsylvania, approved May 2, 1945, P.L. 382, as continued by an Act of the General Assembly of the Commonwealth of Pennsylvania approved June 19, 2001, P.L. 22 (53 Pa. Cons. Stat. §§5601, *et seq.*)) (the “Act”), existing for the purposes of, *inter alia*, construction, ownership, and operation of the water systems serving the Borough of Stroudsburg and the Townships of Stroud, Hamilton, Jackson, Paradise, Pocono, Smithfield, and Tobyhanna all of which are located in Monroe County, Pennsylvania (“Authority Water Service Area”) and for the provision of public wastewater treatment services to the Borough of Stroudsburg and the Townships of Hamilton, Pocono, and Stroud; and

**WHEREAS**, the Borough operates and maintains the East Stroudsburg Public Water System providing water service to over 3,176 customer connections within the corporate limits of the Borough; and

**WHEREAS**, the Authority provides water service to over 5,822 customer connections in the Authority Service Area; and

**WHEREAS**, the Parties first entered into an Intermunicipal Water Service Agreement and Facilities Transfer Agreement, dated May 6, 1999, whereby the Borough agreed to provide wholesale or bulk water service to the Authority, until the year 2018 for the purposes of providing public water to designated portions of Stroud and Smithfield Townships, and the Borough agreed to transfer certain Borough owned facilities related to its water system, in whole or in part, to the Authority for ownership, operation, and use as part of the Authority Water System (the “Original IWA”); and

**WHEREAS**, the Parties entered into a series of six (6) subsequent amendments to the Original IWA, as more fully stated in the WHEREAS clauses of the Sixth Amendment and therein renumbered correctly in the WHEREAS paragraph found on the bottom of page 2 and the top of page 3 of the Sixth Amendment, to wit:

1. First Amendment – September 7, 1999;
2. Second Amendment – August 5, 2005;
3. Third Amendment – June 3, 2009;
4. 2010 Amendment to Exhibit C – March 10, 2010;
5. Fourth Amendment – May 15, 2013;
6. Fifth Amendment – May 7, 2014;
7. Sixth Amendment – February 23, 2017; and

**WHEREAS**, the Parties entered into a Seventh Amendment, dated March 4, 2020 (the Seven Amendments and the Original IWA are hereinafter collectively referred to as the “IWA”); and

**WHEREAS**, the Original IWA and its seven (7) Amendments contained an assortment of exhibits which have either been amended or mislabeled and require clarification, to wit:

1. Exhibit “A” to the Fourth Amendment entitled “Joint Use Facilities” is attached hereto as **Exhibit “A”** to the IWA;

2. Exhibit “B” to the Fourth Amendment entitled “BCRA Water Service Area Map” is attached hereto as **Exhibit “B”** to the IWA;

3. Exhibit “C” to the Fifth Amendment entitled “Agreement” between East Stroudsburg Borough and the East Stroudsburg Area School District as assigned to the Authority, is attached hereto as **Exhibit “C”** to the IWA;

4. Exhibit “C” as referred to in East Stroudsburg Borough Resolution No. 9-2010, entitled “Bulk Rate Schedule,” was mislabeled as Exhibit “C” and should have been labeled Exhibit “D” which change was first made in the Sixth Amendment and carried forth thereafter is attached hereto as **Exhibit “D”** to the IWA;

5. **Exhibits “E,” “F,” and “G,”** were attached to the IWA in the Seventh Amendment as follows:

Exhibit “E” – Emergency Water Supply Capacity Commitment by Stage Plan

Exhibit “F” – Repayment Agreement

Exhibit “G” – Breakdown of Costs Expended by BCRA to Date;

and

**WHEREAS**, pursuant to the Seventh Amendment, the Eagle Valley Pump Station has been constructed and dedicated to the Authority, all monies owed pursuant to the Repayment Agreement have been paid, and the transfer of potable water from the Authority to the Borough during the Disruption Period has been accomplished; and

**WHEREAS**, the Parties are authorized by the Pennsylvania Department of Environmental Protection (“PADEP”) and docketed by the Delaware River Basin Commission (“DRBC”) to supply each other or receive from each other up to 1.2 million gallons per day (“MGD”), in the event of a declared emergency; and

**WHEREAS**, under the IWA, the Borough is currently authorized by PADEP and DRBC to transfer and the Authority to receive public water from the Borough’s water distribution system in an amount not to exceed four hundred thousand (400,000) gallons per day (“GPD”), based upon a daily average in a peak month; and

**WHEREAS**, the Borough and the Authority desire that the Authority be able to transfer to the Borough up to four hundred thousand (400,000) GPD of potable water, based upon a daily average in a peak month, contingent upon the Borough applying for and obtaining a PADEP Subsidiary Water Allocation Permit and approval by DRBC; and

**WHEREAS**, separate metering has been provided at Connection Points to track flow volumes supplied to each Party; and

**WHEREAS**, under Order, dated December 23, 2008, of the PADEP Division of Dam Safety, the Borough was required to improve the Middle Dam, which impounds the surface water supply intake to the Borough’s water treatment facility; and

**WHEREAS**, the required improvements to the Middle Dam are Substantially Complete and the conditions for the Disruption Period to expire have been satisfied as stated in the Seventh Amendment; and

**WHEREAS**, a feasibility study performed by the Borough has demonstrated that the unsatisfactory conditions of Borough water transmission pipelines resulting from age and location will require the Borough to repair, replace, and/or relocate the water transmission pipelines at

substantial capital cost and further may result in periods of disruption of the provision of public water and maintenance of fire protection from the Borough Water Treatment Plant at Middle Dam; and

**WHEREAS**, the Borough has identified various conditions that could occur to the existing Borough Water System which would require the need for supplemental water to be supplied by the Authority including: 1) periodic water quality issues resulting from seasonable turnover of the Borough reservoir; 2) contamination issues which could affect part or all of the Borough's water supply; 3) failure of Borough major transmission lines as a result of breakage due to age and location; 4) implementation of periodic maintenance (including flushing), repair, and/or replacement of existing water infrastructure including water supply wells and treatment plant; and 5) any other such exigent and emergent water supply issues which the Borough may confront; and

**WHEREAS**, the Parties agree that having reciprocal water use rights and obligations is to the benefit of the Parties' respective water distribution systems and the users of both systems; and

**WHEREAS**, the Parties previously agreed that if one (1) or both Parties desired to either pursue or modify permanent bulk water supply provisions, then the IWA would be amended to reflect those requests, all contingent upon PADEP and DRBC approvals of each Party's respective subsidiary water allocation permits, water supply permits, and water docket; and

**WHEREAS**, the Borough and the Authority desire to amend the IWA for an eighth time to extend the term of the IWA until December 31, 2051, for the purpose of establishing reciprocal reserved capacities, reciprocal fees and charges for water supplied to each other through approved points of Connection Points and Joint Use Facilities, and to require mutual cooperation in the Borough's request for a Subsidiary Water Allocation Permit and amendment of Water Dockets, as needed, and to authorize the provision of potable public water to the Borough in accordance with the conditions of this Eighth Amendment; and

**WHEREAS**, the Parties agree that the proposed amendments to the IWA are for the mutual benefit, health, and welfare of the customers and users of their respective water systems.

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, the adequacy of which is acknowledged and intending to be legally bound hereby, the Parties do agree as follows:

1. **Article I Definitions**, Section 1.01, of the IWA is amended as follows:

a) By deleting the existing definition of “Connection Points” and replacing it with a new definition of “Connection Points” as follows:

**“Connection Points”** means those points at which the Authority Water System is connected to the Borough Water System, as provided in Section 4.03 hereof, for the purposes of purchasing water in “bulk” by the Parties to service their respective water systems. Connection Points as defined herein do not include unmetered points of connection which are used exclusively to transfer water between systems in the event of a declared emergency, to wit: Interboro/Veterans Bridge Connection.

b) By deleting the existing definition of “Reserved Capacity” and replacing it with a new definition of “Reserved Capacity” as follows:

**“Reserved Capacity”** means water supply and transmission capacity from the Authority’s Water System to the Borough’s Water System and from the Borough’s Water System to the Authority’s Water System, expressed in gallons per day (gpd) as a monthly average, reserved to the Parties for their respective exclusive uses as provided for in Section 4.01, **Exhibit “D,”** and under the terms of the IWA.

c) By deleting the existing definition of “Service Area” and existing Exhibit “B” (Authority Water Service Area Map) and replacing it with a new definition of “Service Areas” and new Exhibit “B” as follows:

“**Service Areas**” mean for the Authority the portion or portions of Smithfield Township, Stroud Township, and other areas wherein the Authority shall provide water service to the public by and through the Authority’s Water System including the use of Joint Use Facilities as provided herein, which Service Area is more particularly described in **Exhibit “B.” Exhibit “B”** is BCRA Water Service Area Map depicting the area served pursuant to the IWA, prepared by RKR Hess, a division of UTRS, dated 4/23/2013, revision date 5/07/2013, and last revised by UTRS on 1/20/2026, which **Exhibit “B”** is attached hereto and incorporated herein. “**Service Areas**” mean for the Borough those areas within the Incorporated Municipal Boundary of the Borough wherein the Borough shall provide water service to the public by and through the Borough’s Water System including Joint Use Facilities, pursuant to this IWA.

2. **Article III Term of Agreement**, Section 3.01 Term, of the IWA is amended by deleting existing Section 3.01 Term and replacing it with new Section 3.01 Term as follows:

**Section 3.01. Term.** This Agreement shall remain effective upon execution and delivery by all Parties hereto and shall remain in effect for a period of twenty-five (25) years or until December 31, 2051 with an option to renew for another ten (10) years upon mutual consent.

3. **Article IV Service Availability and Conditions** of the IWA is hereby amended as follows:

a) **Section 4.01, Reserved Capacity**, is amended by deleting existing Section 4.01 Reserved Capacity and replacing it with new Section 4.01 Reserved Capacity as follows:

**Section 4.01. Reserved Capacity Parties.**

**Section 4.01(a)(i). Reserved Capacity Authority.** The Authority is hereby granted the right to connect to the Borough Water System, and the Borough agrees to supply to the Authority public water supply therefrom at the Connection Points and through the Joint Use Facilities as provided herein for distribution by the Authority to its customers. The Borough shall provide and

make available to the Authority as provided herein, a potable domestic water supply of up to a maximum of four hundred thousand (400,000) gpd as a monthly average (the “Reserved Capacity Authority”) with sufficient pressures in order to be in compliance with DEP regulations. This maximum monthly average usage does not apply to emergency need for water governed by Section 4.01(c) hereof. This provision includes any definitional changes made in the IWA.

**Section 4.01(a)(ii). Reserved Capacity Borough.** The Borough is hereby granted the right to connect to the Authority Water System, and the Authority agrees to supply to the Borough public water supply therefrom at the Connection Points as provided herein for distribution by the Borough to its customers. The Authority shall provide and make available to the Borough as provided herein, a potable domestic water supply of up to a maximum of four hundred thousand (400,000) gpd as a monthly average (the “Reserved Capacity Authority”) with sufficient pressures through the Eagle Valley Pump Station, or other such Borough owned pumping system (if any), in order to be in compliance with DEP regulations. This maximum monthly average usage does not apply to emergency need for water governed by Section 4.01(c) hereof. This provision includes any definitional changes made in the IWA.

**Section 4.01(b). RESERVED.**

**Section 4.01(c) Declared Emergency.** The Parties agree that each Party will transfer up to 1.2 MGD of domestic potable water in accordance with Exhibit “E” in the event of a declared emergency provided that the entity providing the water shall have sufficient water capacity to transfer same. The Parties agree that they will use their best efforts to supply all or a part of the water required for emergency purposes. If water is transferred due to a declaration of emergency by either Party, then the Party supplying the emergency water may terminate the emergency supply of water by providing twenty-four (24) hours’ written notice to the other Party.

b) **Section 4.02, Distribution of Water Supply within Service Area**, is amended by renaming Section title and deleting existing Section 4.02 Distribution of Water Supply within Service Area and replacing it with the following:

**Section 4.02 Distribution of Water Supply within Authority and Borough Water Service Areas Per Intermunicipal Agreement.** The Parties shall be solely responsible to distribute and convey Bulk Water provided by the other Party pursuant to the IWA to the respective customer connections located within each service area to the extent determined by each Party. All customers connected the Authority's Water System within its service area will be customers of the Authority. Attached as **Exhibit "B"** is BCRA Water Service Area Served Via Intermunicipal Agreement map, prepared by RKR Hess, a division of UTRS, dated 4/23/2013, revision date 5/07/2013, and last revised by UTRS on 1/20/2026. All customers connected the Borough's Water System within its service area will be customers of the Borough. The Borough Water Service Area served via Intermunicipal Agreement shall be coextensive with the Incorporated Municipal Boundary of the Borough.

c) **Section 4.03 Connection Points** is amended to include the following points of connection between the two systems which may, pursuant to this amendment, be used by either the Authority or the Borough to receive bulk water service from the other Party's Water System:

- i. Village By The Brook – existing 6” connection off 12” Borough line.
- ii. Milford Road/Sunset Drive (also serving J.T. Lambert School) – existing 6” connection off 12” Borough line.
- iii. Route 447/Mary Street – existing connection off 14” Borough line.
- iv. Eagles Glen Plaza – existing connection off 12” Borough line.
- v. Eagle Valley Pump Station – existing connection from pump station to 12” Borough line.

d) **Section 4.07 Joint Use Facilities** of the IWA is amended by removing Joint Use Facility No. 5 – Eagle Valley Pump Station from **Exhibit “A,”** as a Joint Use Facility.

e) **Section 4.08 Rules and Regulations** is amended by deleting existing language and replacing it with the following:

**Section 4.08 Rules and Regulations.** The Parties shall adopt from time to time and enforce rates, rules, and regulations applicable to use of their respective Water Systems. Copies of the Parties’ rates, rules, and regulations shall be provided to the other Party upon request.

4. **Article V Required Capital Improvements to Borough System, Section 5.01 Additional Reserved Capacity** shall be interpreted to apply reciprocally to both the Authority and the Borough dependent upon which Party is requesting additional Reserved Capacity.

5. **Article VI Charges, Sections 6.01 through 6.06** shall be interpreted to apply reciprocally to both the Authority and the Borough in regard to the 400,000 GPD Reserved Capacity for each Water System as authorized herein. The Authority and the Borough shall meet and discuss which budgetary line items in their respective budgets apply (see Section 6.02 Usage Charges (b) and 6.04 Budget).

**Section 6.07 Waiver of EDU Charges for Middle Dam Improvements Water Transfers** of the IWA is amended by deleting existing **Section 6.07 Waiver of EDU Charges for Middle Dam Improvements Water Transfers** and replacing it with new **Section 6.07 Waiver of EDU Charges for Middle Dam Improvements Water Transfers**, as follows:

**Section 6.07 Waiver of EDU/EBU Charges for Water Used Pursuant to Sections 4.01(a) and 4.01(c).** The Authority and Borough shall waive EDU and EBU (Basic Water Rate) charges for water reserved and used up to 400,000 GPD as a monthly average as it applies to their respective water usage from the other Party’s system. In lieu thereof, the Borough and the

Authority shall charge the Bulk Water Rate for all water usage as stated in **Exhibit “D.”** The Authority accepts the Borough’s financial contributions in connection with the construction of the Eagle Valley Pump Station as payment for capital reserve fees for up to 400,000 GPD as a monthly average, as authorized by PADEP Subsidiary Water Allocation Permits and DRBC approvals and this amendment.

6. **Exhibit “D”** Bulk Rate Schedule to the IWA is hereby amended to read as follows:

**EXHIBIT “D”**

**Bulk Rate Schedule**

**Borough Billing.** The Borough shall bill the Brodhead Creek Regional Authority on a quarterly billing cycle, based on a per thousand gallon rate of Three Dollars and Twenty-Seven Cents (\$3.27) per one thousand (1,000) gallons of water used. This usage shall be the total gallonage used and recorded at all “Connection Points” (see Section 4.03, as amended) as well as at all individual metered customer connections on the Joint Use Facilities which are not provided water through one of the metered “Connection Points.” All fire hydrants installed by the Authority on Joint Use Facilities which are not served via a metered “Connection Point” shall be billed at a rate of One Hundred Fifty (\$150.00) Dollars per hydrant per year.

**Authority Billing.** The Authority shall bill the Borough on a quarterly billing cycle, based on a per thousand gallon rate of Three Dollars and Twenty-Seven Cents (\$3.27) per one thousand (1,000) gallons of water used. This usage shall be the total gallonage used and recorded at all “Connection Points” (see Section 4.03, as amended). The Borough does not utilize Joint Use Facilities for the provision of fire services and therefore shall not be charged an annual fire hydrant rate until such time as Borough fire hydrants are installed on Joint Use facilities; in that event, the annual fire hydrant rate shall be charged at a reciprocal rate.

7. **Article VIII Miscellaneous**, of the IWA, is hereby renamed as **Article VIII Maintenance, Operation, Inspection, and Planning** to include a new Section 8.04 Planning, and further amended by relocating existing Sections 8.04 through 8.12 into new **Article IX Miscellaneous**, as Sections 9.01 through 9.09, as follows:

**ARTICLE VIII**

**MAINTENANCE, OPERATION, INSPECTION, AND PLANNING**

**Section 8.01 Maintenance and Operation – Borough.** The Borough covenants that it will maintain the Borough Water System in good repair, working order, and condition; continuously operate the same and from time to time; make all necessary repairs, renewals, and replacements thereof; and make all necessary improvements thereto in order to maintain adequate service and comply with all present and future laws, rules, regulations, permits, orders, and requirements lawfully made by the Pennsylvania Department of Environmental Protection or any other governmental body having jurisdiction. The Borough further agrees to provide, upon request, an annual report certified by its Consulting Engineers that the water supply, treatment, transmission and distribution facilities used or useful in providing service hereunder are in good operating condition. Any cost in preparing this report if requested by the Authority shall be paid for by the Authority. Normal Operating data and water quality data from the Borough shall be supplied to the Authority upon its request at no fee.

**Section 8.02 Maintenance and Operation – Authority.** The Authority covenants that it will maintain the Authority Water System in good repair, working order, and condition; continuously operate the same and from time to time; make all necessary repairs, renewals, and replacements thereof; and make all necessary improvements thereto in order to maintain adequate service and comply with all present and future laws, rules, regulations, permits, orders, and requirements lawfully made by the Pennsylvania Department of Environmental Protection or any

other governmental body having jurisdiction. The Authority further agrees to provide, upon request, an annual report certified by its Consulting Engineers that the water supply, treatment, transmission and distribution facilities used or useful in providing service hereunder are in good operating condition. Any cost in preparing this report if requested by the Borough shall be paid for by the Borough. Normal Operating data and water quality data from the Authority shall be supplied to the Borough upon its request at no fee.

**Section 8.03 Inspection.** Each Party shall provide each other, from time to time, all information relevant to the proper administration of their responsibilities under this Agreement, or in respect to the interpretation hereof, as, and in such form and detail, as may be reasonably requested and each shall, at all reasonable times and from time to time, permit their representatives to examine and inspect their respective records and physical facilities relevant to the subject matter of this Agreement.

**Section 8.04 Planning.** The Parties shall meet annually in January of each year to review, meet, and discuss planned capital projects within the respective water systems, which could impact the provision of bulk water service pursuant to this Agreement over the next two (2) year period.

## **ARTICLE IX**

### **MISCELLANEOUS**

**Section 9.01 Damages.** Notwithstanding any other provision of this Agreement, no Party hereto shall be responsible in damages to the other for any failure to comply with this Agreement resulting from an act of God or riot, sabotage, public calamity, flood, strike, breakdown, or other event beyond its reasonable control. The Party having the responsibility for the facilities so affected, however, shall proceed promptly to remedy the consequences of such event.

**Section 9.02 Indemnity.** Each Party agrees to indemnify and save the other Party against all costs, losses or damage on account of any injury to persons or property occurring in the performance of this Agreement due to the negligence of such Party or its agents or employees.

**Section 9.03 Severability.** Should any provision hereof for any reason be held illegal or invalid, no other provision of this Agreement shall be affected, and this Agreement shall then be construed and enforced as if such illegal or invalid provision had not been contained herein.

**Section 9.04 Waiver.** The failure of a Party hereto to insist upon strict performance of this Agreement or of any of the terms or conditions hereof shall not be construed as a waiver of any of its rights hereunder.

**Section 9.05 Arbitration.** All disputes shall be submitted to arbitration in accordance with the rules then in effect of the American Arbitration Association at the option of either Party; all costs of the arbitration shall be borne equally by the Borough on the one hand and the Authority on the other hand.

Notwithstanding the foregoing, in any case where this Agreement requires the agreement or mutual consent of the Consulting Engineers of the Parties hereto, and where said Consulting Engineers cannot reach agreement, the matter shall be submitted to a third, Independent consulting engineer experienced in the design and operation of water supply, distribution and treatment systems. The decision of such Independent consulting engineer shall be binding.

**Section 9.06 Successors and Assigns.** This Agreement may not be voluntarily assigned by either Party without the consent of the other, except that each party hereto may assign its rights to a related municipality authority organized by it, as applicable and appropriate,

pursuant to applicable law. Subject to the foregoing this Agreement shall bind and inure to the benefit of the respective successors and assigns of the Parties hereto.

**Section 9.07 Entire Agreement.** This Agreement (including the other writings and agreements specifically contemplated hereby) contains the entire understanding between the Parties hereto and supersedes any prior written or oral agreements between them respecting the within subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

**Section 9.08 No Third-Party Beneficiaries.** Nothing herein expressed or implied is intended, or shall be construed, to confer upon or to give any person or entity other than the Borough and the Authority, and their respective successors and assigns, any rights or remedies under, or by reason of, this Agreement.

**Section 9.09 Counterparts.** This Agreement may be executed and delivered in any number of counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

8. The terms of this Eighth Amendment shall supersede and repeal only those terms of the IWA which have been specifically referenced and amended or replaced herein. All other terms of the IWA are hereby ratified and incorporated by reference as if fully set forth. In case any one (1) or more of the provisions contained in this Eighth Amendment or in the IWA pursuant hereto shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Eighth Amendment or of said IWA and shall be construed and enforced as if such invalid, illegal, or unenforceable provision had never been contained herein.

9. This Amendment may be executed and delivered in any number of counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by the respective officers and have obtained the approval of this Agreement by their respective governing bodies, where applicable, all of which has been done and authorized by Resolution No. 2026-\_\_\_\_ (the Authority) and Ordinance No. \_\_\_\_\_ (the Borough), and all of which are accompanied by the respective corporate seals hereto affixed, the day and year first above written.

ATTEST:  
  
\_\_\_\_\_  
(Assistant) Secretary  
  
(BOROUGH SEAL)

BOROUGH OF EAST STROUDSBURG  
  
By: \_\_\_\_\_  
(Vice) President  
East Stroudsburg Borough Council  
  
\_\_\_\_\_  
(Print Name)

ATTEST:  
  
\_\_\_\_\_  
(Assistant) Secretary  
  
(AUTHORITY SEAL)

BRODHEAD CREEK REGIONAL  
AUTHORITY, formerly the STROUDSBURG  
MUNICIPAL AUTHORITY  
  
By: \_\_\_\_\_  
(Vice) Chair  
  
\_\_\_\_\_  
(Print Name)

## **EXHIBIT LIST**

- Exhibit “A” – Joint Use Facilities (attached as amended in Eighth Amendment)
- Exhibit “B” – BCRA Water Service Area Map (attached as amended in Eighth Amendment)
- Exhibit “C” – Agreement between East Stroudsburg Borough and the East Stroudsburg Area School District as assigned to the Authority (not included but incorporated from IWA)
- Exhibit “D” – Bulk Rate Schedule (attached as amended in Eighth Amendment)
- Exhibit “E” – Emergency Water Supply Capacity Commitment by Stage Plan (not included but incorporated from IWA)
- Exhibit “F” – Repayment Agreement – Repayment Agreement provisions previously satisfied by Borough (not included but incorporated from IWA)
- Exhibit “G” – Breakdown of Costs Expended by BCRA to Date – Not relevant to the Eighth Amendment (not included but incorporated from IWA)



## BRODHEAD CREEK REGIONAL AUTHORITY

www.bcrawlwater.com

410 Mill Creek Road | East Stroudsburg, PA 18301 |  
(570) 421-3232 | [bcra@bcrawlwater.com](mailto:bcra@bcrawlwater.com)

### RESOLUTION NO. 2026-02

**A RESOLUTION OF THE BRODHEAD CREEK REGIONAL AUTHORITY AUTHORIZING: 1) THE ENTRY INTO AN EIGHTH AMENDMENT TO THE INTERMUNICIPAL WATER SERVICE AGREEMENT AND FACILITIES TRANSFER AGREEMENT, DATED MAY 6, 1999, AND ITS SEVEN (7) SUBSEQUENT AMENDMENTS THERETO (THE MAY 6, 1999 INTERMUNICIPAL WATER SERVICE AGREEMENT AND SEVEN (7) SUBSEQUENT AMENDMENTS ARE COLLECTIVELY REFERRED TO AS THE “IWA”), BETWEEN THE BOROUGH OF EAST STROUDSBURG AND THE BRODHEAD CREEK REGIONAL AUTHORITY (“AUTHORITY”) (THE “BOROUGH” AND “AUTHORITY” ARE HEREINAFTER REFERRED TO AS THE “PARTIES”) (HEREINAFTER “EIGHTH AMENDMENT”), WHICH AMENDS THE IWA AS FOLLOWS: 1) DELETING AND REPLACING THE FOLLOWING DEFINITIONS: “CONNECTION POINTS,” “RESERVED CAPACITY,” AND “SERVICE AREAS,” TO INCLUDE PROVISIONS FOR RECIPROCAL TRANSFER OF WATER, AND REPLACING AND UPDATING EXHIBIT “B,” SERVICE AREA OF AUTHORITY; 2) DELETING AND REPLACING EXISTING SECTION 3.01 TERM TO EXTEND THE TERM UNTIL DECEMBER 31, 2051 AND ALLOW FOR A TEN (10) YEAR OPTION TO RENEW; 3) DELETING AND REPLACING EXISTING ARTICLE IV, SECTION 4.01 WITH NEW SECTION 4.01 BY CREATING NEW SECTIONS 4.01(a)(i) AND 4.01(a)(ii) DESCRIBING RESERVED CAPACITY OF THE PARTIES; RESERVING SECTION 4.01(b), RESTATING SECTION 4.01(c); DELETING AND RESTATING SECTION 4.02 AND INCORPORATING NEW EXHIBIT “B” REGARDING DISTRIBUTION OF WATER AND WATER SERVICE AREAS OF THE PARTIES; 4) BY DELETING AND REPLACING SECTION 4.03 WITH UPDATED LIST OF CONNECTION POINTS TO INCLUDE EAGLE VALLEY PUMP STATION; 5) BY AMENDING SECTION 4.07 AND EXISTING EXHIBIT “A” TO REMOVE THE EAGLE VALLEY PUMP STATION FROM LIST OF JOINT USE FACILITIES; 6) DELETING AND REPLACING SECTION 4.08 TO REQUIRE RECIPROCITY IN THE PROVISION OF RULES AND REGULATIONS GOVERNING WATER SYSTEMS; 7) CLARIFYING THAT ARTICLE V SHOULD BE READ AS RECIPROCAL DUTIES DEPENDENT ON PARTY REQUESTING**

**ADDITIONAL CAPACITY; 8) CLARIFYING THAT ARTICLE VI, SECTION 6.01 THROUGH SECTION 6.06 SHALL BE INTERPRETED AS RECIPROCAL OBLIGATIONS AND REQUIRING THE PARTIES TO MEET AND DISCUSS BUDGETARY LINE ITEMS; 9) DELETING AND REPLACING EXISTING SECTION 6.07 WITH NEW PROVISIONS REGARDING MUTUAL WAIVER OF EDU AND EBU CHARGES; 10) AMENDING EXHIBIT "D" BULK RATE SCHEDULE TO INCLUDE MUTUAL BULK RATE CHARGES AND CLARIFYING RECIPROCAL CHARGES TO BE IMPOSED BY THE PARTIES; 11) MODIFYING EXISTING ARTICLE VIII MISCELLANEOUS, OF THE IWA, TO RENAME ARTICLE VIII AS MAINTENANCE, OPERATION, INSPECTION, AND PLANNING WHICH INCLUDES EXISTING SECTIONS 8.01 THROUGH 8.03 AND NEW 8.04 AND CREATING A NEW ARTICLE IX ENTITLED MISCELLANEOUS WHICH INCLUDES FORMER SECTIONS 8.04 THROUGH 8.12 RENUMBERED AS SECTIONS 9.01 THROUGH 9.09; ALL OF WHICH ARE DEEMED TO BE IN THE BOROUGH'S INTEREST IN PROMOTING ITS CUSTOMERS PUBLIC HEALTH AND SAFETY; II) TO ALLOW FOR SEVERABILITY OF PROVISIONS; III) INCORPORATING PRIOR PROVISIONS OF THE IWA TO THE EXTENT THE EIGHTH AMENDMENT DOES NOT CONFLICT; IV) AUTHORIZING COUNTERPART SIGNATURES; AND V) EFFECTIVE DATE.**

*WHEREAS*, the Board of Directors of the Brodhead Creek Regional Authority, on behalf of the Brodhead Creek Regional Authority (the "Authority") is authorized under the provisions of the Pennsylvania Intergovernmental Cooperation Act, 53 Pa.C.S.A. §2301 et seq. (the "Act"), to enter into agreements with other political subdivisions for the purpose of carrying out essential governmental functions; and

*WHEREAS*, the Authority intends to enter into an Eighth Amendment to the IWA, between the Borough of East Stroudsburg ("Borough") and the Brodhead Creek Regional Authority ("Authority"), to amend the IWA as follows: 1) deleting and replacing the following definitions: "Connection Points," "Reserved Capacity," and "Service Areas," to include provisions for reciprocal transfer of water, and replacing and updating Exhibit "B," Service Area of Authority; 2) deleting and replacing existing Section 3.01 Term to extend the term until December 31, 2051 and allow for a ten (10) year option to renew; 3) deleting and replacing existing Article IV, Section 4.01 with new Section 4.01 by creating new Sections 4.01(a)(i) and 4.01(a)(ii) describing Reserved Capacity of the Parties; reserving Section 4.01(b); restating Section 4.01(c); deleting and restating Section 4.02 and incorporating new Exhibit "B" regarding distribution of water and water service areas of the Parties; 4) by deleting and replacing Section 4.03 with updated list of Connection Points to include Eagle Valley Pump Station; 5) by amending Section 4.07 and existing Exhibit "A" to remove the Eagle Valley Pump Station from list of Joint Use Facilities; 6) deleting and replacing Section 4.08 to require reciprocity in the provision of rules and regulations governing water systems; 7) clarifying that Article

V should be read as reciprocal duties dependent on Party requesting additional capacity; 8) clarifying that Article VI, Section 6.01 through Section 6.06 shall be interpreted as reciprocal obligations and requiring the Parties to meet and discuss budgetary line items; 9) deleting and replacing existing Section 6.07 with new provisions regarding mutual waiver of EDU and EBU charges; 10) amending Exhibit “D” Bulk Rate Schedule to include mutual bulk rate charges and clarifying reciprocal charges to be imposed by the Parties; 11) modifying existing Article VIII Miscellaneous, of the IWA, to rename Article VIII as Maintenance, Operation, Inspection, and Planning which includes existing Sections 8.01 through 8.03 and new 8.04 and creating a new Article IX entitled Miscellaneous which includes former Sections 8.04 through 8.12 renumbered as Sections 9.01 through 9.09; all of which are deemed to be in the Borough’s interest in promoting its customers public health and safety; and

**WHEREAS**, the Authority amended the Water Service Agreement for the seventh time in Resolution No. 2020-2, on March 4, 2020; and

**WHEREAS**, the Authority intends to enter into an Eighth Amendment to the IWA by Resolution and which Eighth Amendment may require amendments to the Authority’s PADEP Subsidiary Water Allocation Permit, and its Delaware River Basin Commission Docket No. D-1991-001 CP-4; and

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Directors of the Authority **HEREBY ADOPTS** the same as follows:

**Section 1. AUTHORIZATION OF ENTRY INTO THE EIGHTH AMENDMENT TO THE IWA.** The proper officers of the Board of Directors of the Authority are hereby authorized and directed to execute and deliver on behalf of the Authority, the Eighth Amendment to the IWA, in substantially the form attached hereto as **Exhibit “A.”**

**Section 2. INTENT OF EIGHTH AMENDMENT TO THE IWA.** The Eighth Amendment to the IWA shall amend the IWA as follows: 1) deleting and replacing the following definitions: “Connection Points,” “Reserved Capacity,” and “Service Areas,” to include provisions for reciprocal transfer of water, and replacing and updating Exhibit “B,” Service Area of Authority; 2) deleting and replacing existing Section 3.01 Term to extend the term until December 31, 2051 and allow for a ten (10) year option to renew; 3) deleting and replacing existing Article IV, Section 4.01 with new Section 4.01 by creating new Sections 4.01(a)(i) and 4.01(a)(ii) describing Reserved Capacity of the Parties; reserving Section 4.01(b); restating Section 4.01(c); deleting and restating Section 4.02 and incorporating new Exhibit “B” regarding distribution of water and water service areas of the Parties; 4) by deleting and replacing Section 4.03 with updated list of Connection Points include Eagle Valley Pump Station; 5) by amending Section 4.07 and existing Exhibit “A” to remove the Eagle Valley Pump Station from list of Joint Use Facilities; 6) deleting and replacing Section 4.08 to require reciprocity in the provision of rules and regulations governing water systems; 7) clarifying that Article V should be read as reciprocal duties dependent on Party requesting additional capacity; 8) clarifying that Article VI, Section 6.01 through Section 6.06 shall be interpreted as reciprocal

obligations and requiring the Parties to meet and discuss budgetary line items; 9) deleting and replacing existing Section 6.07 with new provisions regarding mutual waiver of EDU and EBU charges; 10) amending Exhibit “D” Bulk Rate Schedule to include mutual bulk rate charges and clarifying reciprocal charges to be imposed by the Parties; 11) modifying existing Article VIII Miscellaneous, of the IWA, to rename Article VIII as Maintenance, Operation, Inspection, and Planning which includes existing Sections 8.01 through 8.03 and new 8.04 and creating a new Article IX entitled Miscellaneous which includes former Sections 8.04 through 8.12 renumbered as Sections 9.01 through 9.09; all of which are deemed to be in the Borough’s interest in promoting its customers public health and safety.

**Section 3. AUTHORIZATION OF FURTHER ACTION.** The proper officers of the Board of Directors of the Authority are hereby authorized and directed to take all such actions, execute, deliver, file, and/or record all such documents, publish all notices, and otherwise comply with the provisions of this Resolution and the Act insofar as the transaction contemplated by this Resolution, in the name and on behalf of the Authority which includes assisting the Borough of East Stroudsburg in obtaining a Pennsylvania Department of Environmental Protection Subsidiary Water Allocation Permit to effectuate the purpose of the Eighth Amendment.

**Section 4. SEVERABILITY.** In case any one (1) or more of the provisions contained in this Resolution or in the Eighth Amendment to the IWA pursuant hereto shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Resolution or the Eighth Amendment to the IWA, and this Resolution or said the Eighth Amendment to the IWA shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

**Section 5. REPEALER.** All Resolutions and parts of Resolutions heretofore adopted, to the extent that the same are inconsistent in any manner herewith, are hereby repealed.

**Section 6. EFFECTIVE DATE.** This Resolution shall take effect on the earliest date permitted by law.

**ADOPTED** this 4<sup>th</sup> day of February, 2026, at a Regular Meeting of the Board.

ATTEST:

BRODHEAD CREEK REGIONAL  
AUTHORITY

\_\_\_\_\_  
(Assistant) Secretary

By: \_\_\_\_\_  
(Vice) Chair

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

**Secretary's Certificate**

I hereby certify that the foregoing is a true and correct copy of a Resolution No. 2026-02 adopted by a majority vote of the Board of Directors of the Brodhead Creek Regional Authority at a meeting of said Board duly held on February 4, 2026. Present at the meeting and a record of their vote were, as follows:

<b>Board Member</b>	<b>Present</b>	<b>Aye</b>	<b>Nay</b>
Thomas Wise			
C. Richard Staples			
Wm. Taylor Wenck			
John Dennis			
Michael Schroder			

Further be it certified that public notice of said meeting was given in the manner provided by law; that said Resolution No. 2026-02 shall be duly recorded upon the Minutes of the Board, has not been amended or rescinded, and is in full force and effect this 4<sup>th</sup> day of February, 2026.

\_\_\_\_\_  
(Assistant) Secretary

\_\_\_\_\_  
(Print Name)

(Authority Seal)