



November 26, 2025

**VIA ELECTRONIC FILING**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> Floor North  
P.O. Box 3265  
Harrisburg, PA 17105-3265

**RE: Municipal Agreement for Filing Pursuant to 66 Pa. C.S. § 507 ("Agreement"):**

<b>Type of Agreement:</b>	Encroachment Agreement
<b>Grantor (Municipality/Political Subdivision):</b>	Millcreek Township
<b>Grantee:</b>	National Fuel Gas Distribution Corporation ("National Fuel")
<b>Dated:</b>	April 8, 2025
<b>Purpose:</b>	Encroachment Agreement providing Millcreek Township the ability encroach under and across National Fuel's right of way and pipeline on Tax ID #33-097-418.1-012.01.

**Docket No. U-2025-**

Dear Secretary Chiavetta:

The above-referenced Municipal Agreement is enclosed for filing pursuant to 66 Pa. C.S. § 507.

Thank you for your time and attention to this matter. Should you have any questions or concerns, please do not hesitate to contact me at (814) 871-8178 or at LyndeL@natfuel.com.

Respectfully Submitted,

*/s/ Laura Lynde*

Laura Lynde

Enclosure

cc: Millcreek Township  
Attn: Daniel Ouellet, Chairman  
3608 W. 26<sup>th</sup> St  
Erie, PA 16506

## ENCROACHMENT AGREEMENT

THIS AGREEMENT is made and entered into on this 8 day of April, 2025, by and between National Fuel Gas Distribution Corporation, a New York corporation having an office at 1100 State Street, P.O. Box 2081, Erie, Pennsylvania 16512 ("DISTRIBUTION") and Millcreek Township, 3608 W. 26<sup>th</sup> Street, Erie, Pennsylvania, 16506 ("MILLCREEK TWP").

WHEREAS, DISTRIBUTION owns and operates a Right of Way Agreement (ROW #52) originally granted by Kenneth H. & Mae S. Cornell on March 11, 1965 and recorded at the Recorder of Deeds Office of Erie County, Pennsylvania in Book 112 at Page 315, the agreement covers certain land situate in the Township of Millcreek, Erie County, Pennsylvania known as TAX ID No. 33-097-418.1-012.01; and

WHEREAS, DISTRIBUTION currently has a twelve-inch (12") high pressure steel natural gas pipeline installed on the property known as line VD; and

WHEREAS, MILLCREEK TWP has requested permission to encroach under and across DISTRIBUTION's right of way and pipeline on the property; and

WHEREAS, MILLCREEK TWP'S encroachment may not compromise, in any manner whatsoever, the integrity and safe operation of the pipeline and related facilities;

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

1. DISTRIBUTION hereby agrees that MILLCREEK TWP shall be permitted to cross DISTRIBUTION's Right of Way and pipeline at one location with a sixteen-inch (16") HDPE pipeline. The approximate location of the crossing is identified on "Exhibit A", which is attached hereto and incorporated by reference, and the sixteen-inch (16") HDPE pipeline shall be installed under DISTRIBUTION's twelve-inch (12") natural gas high-pressure steel pipeline with a minimum of twelve-inches (12") of vertical clearance so as not to interfere with the pipeline and cathodic protection equipment. These facilities are not to be placed parallel to any pipeline within DISTRIBUTION's Right of Way. It is hereby understood that no land or land rights are conveyed by this Encroachment Agreement. MILLCREEK TWP shall reimburse any additional costs incurred by DISTRIBUTION to maintain or operate its pipeline and facilities due to this Encroachment provided, however,

- a) The encroachment may not be replaced, moved, enlarged or expanded without the prior written consent of DISTRIBUTION, which consent may be granted, withheld, conditioned, or delayed by DISTRIBUTION at its sole discretion;
- b) While, except in the event of an emergency, DISTRIBUTION agrees to take commercially reasonable precautions in an attempt to avoid unnecessary damage to the encroachment, the MILLCREEK TWP shall hold DISTRIBUTION, and its affiliates, employees, contractors and agents harmless as to any damage caused to the encroachment; and
- c) Other than the permitted encroachment, MILLCREEK TWP shall have no right to erect, construct or install structures or other improvements within DISTRIBUTION's right of way. No future improvements, construction, repair or maintenance within the right of way shall be undertaken without the prior written consent of DISTRIBUTION, which consent may be granted, withheld, conditioned, or delayed by DISTRIBUTION at its sole discretion.
- d) Prior to construction, MILLCREEK TWP must contact DISTRIBUTION's Foreman at telephone #814-871-8348 and make arrangements for DISTRIBUTION to be present while DISTRIBUTION's pipeline is exposed or crossed. DISTRIBUTION's Foreman shall further be notified prior to backfilling operations so DISTRIBUTION's pipeline may be inspected.

Any damage to DISTRIBUTION's pipeline, coating or other facilities caused by MILLCREEK TWP's activities will be repaired by DISTRIBUTION at MILLCREEK TWP's expense prior to backfilling the ditch. MILLCREEK TWP, at its expense, shall surround DISTRIBUTION's pipeline with a minimum of one foot (1') of select fill in all directions when backfilling.

2. MILLCREEK TWP acknowledges receipt of a copy of DISTRIBUTION's "Pipeline Encroachment Manual," which is incorporated herein by reference, and further agrees to comply with and to be bound by the terms and conditions of said manual.

3. When used herein, the term "pipeline" shall mean any and all DISTRIBUTION pipelines and facilities located on the property.

4. MILLCREEK TWP agrees to mark the encroachment on site and provide DISTRIBUTION with a map to scale, showing the encroachment in relationship to DISTRIBUTION's pipeline and right of way. A copy of said map is attached hereto and incorporated herein by reference.

5. MILLCREEK TWP shall neither obstruct nor interfere with DISTRIBUTION's access to its pipeline at any time.

6. Damage to DISTRIBUTION's right of way as a result of MILLCREEK TWP's activities must be restored by MILLCREEK TWP in a timely manner to the satisfaction of DISTRIBUTION's foreman. If MILLCREEK TWP fails to repair damage to DISTRIBUTION's satisfaction, DISTRIBUTION shall have the right to hire a third-party to conduct the repairs at the MILLCREEK TWP'S expense.

7. MILLCREEK TWP shall coordinate with DISTRIBUTION's foreman regarding the installation of any required additional cover, matting, and/or bridging over and across DISTRIBUTION's pipeline(s) and right of way for temporary equipment crossing(s) by MILLCREEK TWP directly relating to MILLCREEK TWP's activities described herein.

8. DISTRIBUTION will stake the above-referenced pipeline upon the request of the MILLCREEK TWP. However, before any excavation or demolition work can be performed, the MILLCREEK TWP must contact the One Call Notification System appropriate for this location. Excavation work includes, but is not limited to: augering, backfilling, blasting, boring, digging, ditching, drilling, driving-in, grading-in, plowing-in, trenching, tunneling and logging activities.

9. If at any time during encroachment construction or activities, DISTRIBUTION determines, at its sole discretion, that the integrity or safe operation of the pipeline is being compromised, MILLCREEK TWP agrees that immediately upon receiving notice from DISTRIBUTION, MILLCREEK TWP will cease all activity on the right of way. Activity on the right of way may not resume until DISTRIBUTION gives the MILLCREEK TWP written notice to proceed.

10. No excavation or change of grade is permitted on DISTRIBUTION's right of way except with the express consent of DISTRIBUTION.

11. MILLCREEK TWP shall indemnify, save harmless, and undertake the defense of DISTRIBUTION against any and all claims, demands, liens, actions, causes of action, suits and recoveries of every kind and description; against all loss, cost and damage, including, without limitation, attorneys' fees and costs, and shall accept all loss, cost and damage on account of, or arising out of personal injuries or death to MILLCREEK TWP's employees or others, or property damage suffered by MILLCREEK TWP, MILLCREEK TWP's employees or others, whether the same results from

negligence of DISTRIBUTION or DISTRIBUTION's agents or employees or otherwise, it being the intent of this provision to absolve and protect DISTRIBUTION from any and all losses incurred by reason of its actions, the actions of the MILLCREEK TWP, or the actions of others. For purposes of this paragraph, DISTRIBUTION shall include National Fuel Gas Company and all of its direct and indirect subsidiaries, along with any officer, agent or employee of these entities. For purposes of enforcing this clause, MILLCREEK TWP waives, as a complying employer, its immunity provided under the Pennsylvania Workers' Compensation Act, and all similar and/or related laws, rules and regulations. The indemnity obligations set forth herein shall survive termination of this Agreement.

12. MILLCREEK TWP agrees to reimburse DISTRIBUTION for any and all damage to its pipeline as well as any loss of gas, where such damage or loss occurs as a result of MILLCREEK TWP's and/or MILLCREEK TWP's contractors' activities.

13. MILLCREEK TWP and/or any and all of MILLCREEK TWP's contractors (including subcontractors) shall furnish insurance listed below. Insurance shall be placed with insurance carriers acceptable to DISTRIBUTION. **Any insurance carrier providing such insurance must have at least an A- rating and financial category of VII or better as defined by A. M. Best.** MILLCREEK TWP and/or MILLCREEK TWP's contractors shall maintain this insurance during any period of time that work is being performed on DISTRIBUTION's right of way. In addition, if insurance is written on a "claims-made" basis, such insurance shall be maintained by MILLCREEK TWP and/or MILLCREEK TWP's contractors for a minimum period of three years after the completion of the encroachment construction or activities. MILLCREEK TWP and/or MILLCREEK TWP's contractors may elect to extend the discovery period under the existing policy for not less than three years.

MILLCREEK TWP and/or MILLCREEK TWP's contractors, and any subcontractors, shall have DISTRIBUTION named as an additional insured under the insurance policies required below (with the exception of the workers' compensation policy which shall include alternate employer endorsement), including any excess or umbrella policies for ongoing/current and completed operations. The coverage must be provided on a primary non-contributing basis and the limits will be exhausted before any other insurance is to apply.

MILLCREEK TWP and/or MILLCREEK TWP's contractors shall require all subcontractors to the extent such are permitted, to furnish insurance listed below and such insurance shall be in accordance with all requirements of this section. In the event that subcontractors' insurance does not meet the minimum requirements, MILLCREEK TWP and/or MILLCREEK TWP's contractor's insurance will respond.

Each insurance policy required by this section shall contain a waiver of the right of subrogation, as well as the right of set off and any right of deduction, by the respective underwriter(s) of such policy, and shall be endorsed to provide for severability of interest, cross liability or cross suit protection, so that each insured is treated separately under the policy. The waiver of the right of subrogation, setoff and deduction shall also extend to parent companies, subsidiaries and affiliates of DISTRIBUTION and the officers, directors, agents, and employees of such entities. These provisions must survive expiration, termination or cancellation of this Agreement.

MILLCREEK TWP and/or MILLCREEK TWP's contractors, or subcontractor that are a legally permitted and qualified self-insurer in the state in which services are to be performed, may furnish proof that it is such a self-insurer and evidence of any excess coverage. MILLCREEK TWP and/or MILLCREEK TWP's contractors will maintain financial responsibility of any self-insured retention or deductible.

**The Following Insurance Policies Are Required:**

Workers' Compensation and Employer's Liability Insurance - MILLCREEK TWP and/or MILLCREEK TWP's contractors or subcontractor, shall maintain Workers' Compensation and Employer's Liability Insurance of the state in which the services are to be performed.

- a) MILLCREEK TWP and/or MILLCREEK TWP's contractors shall determine if the work to be performed under this Agreement requires coverage by any Federal Compensation statutes including, but not limited to, the Longshoremen's and Harbor Workers' Compensation Act or Jones Act and provide such coverage.
- b) The Commercial Umbrella and/or Employer's Liability limits must be in an amount not less than the amount for each accident included in the workers' compensation policy or separately obtained in those states that do not provide employer liability under the workers' compensation policy.

Commercial General Liability and Commercial Umbrella Liability Insurance - Commercial general liability insurance and commercial umbrella liability insurance with a combined limit for Bodily Injury and Property Damage of not less than **\$5,000,000** each occurrence. Such insurance policies must include, at a minimum, coverage for contractual liability, personal injury and advertising, broad form property damage, premises/operations, independent contractors, and products and completed operations and shall remain in force for a period of at least 5 years after completion of the work. MILLCREEK TWP and/or MILLCREEK TWP's contractors, and any subcontractors, shall have DISTRIBUTION named as an additional insured including any excess or umbrella policies for ongoing/current and completed operations.

Business Automobile Liability and Commercial Umbrella Liability Insurance - Business automobile liability insurance and commercial umbrella liability insurance with a combined single limit of not less than **\$5,000,000** each occurrence. Such insurance policies must include, at a minimum, coverage for owned, hired and non-owned vehicles and related equipment.

Certificates of insurance shall state that the insurance carrier has issued the policies providing for the insurance specified herein, that such policies are in force, **that DISTRIBUTION is an additional insured under the policies for on-going/current and completed operations**, that all policies contain contractual liability coverage, and the insurance carrier will give DISTRIBUTION thirty (30) days prior written notice of any material change in, non-renewal, or cancellation of, such policies. If such insurance policies are subject to any exceptions to the terms specified herein, such exceptions shall be explained in full in such certificates. DISTRIBUTION may, at its discretion, require MILLCREEK TWP and/or MILLCREEK TWP's contractors, or any subcontractor, to obtain insurance policies that are not subject to any exceptions to the terms specified herein. For such time as insurance is required under this Agreement, MILLCREEK TWP and/or MILLCREEK TWP's contractors shall provide DISTRIBUTION with annual current certificates of insurance 15 days prior to the anniversary date of each policy evidenced. At the request of DISTRIBUTION, MILLCREEK TWP and/or MILLCREEK TWP's contractors shall provide DISTRIBUTION with current copies of all insurance policies and related endorsements required under this section.

**FAILURE TO MAINTAIN THE INSURANCE COVERAGE PROVIDED HEREIN THROUGHOUT THE LIFE OF THIS AGREEMENT SHALL CONSTITUTE A MATERIAL BREACH OF THE AGREEMENT. IT IS THE MILLCREEK TWP and/or MILLCREEK TWP's CONTRACTORS'S OBLIGATION TO PROVIDE DISTRIBUTION WITH CURRENT CERTIFICATES OF INSURANCE.**

**Certificate of Insurance Requirements:**

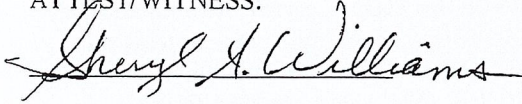
- a) Before entering the project site or starting work, the MILLCREEK TWP and/or MILLCREEK TWP's contractors will give DISTRIBUTION a certificate of insurance issued by a duly authorized representative of their insurer certifying that at least the minimum coverages required herein are in effect. DISTRIBUTION will have the right, but not the obligation, of prohibiting MILLCREEK TWP and/or MILLCREEK TWP's contractors or subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by DISTRIBUTION. Certificates of insurance shall be sent to:

National Fuel  
Risk Management Department  
P. O. Box 2081  
Erie, PA 16512

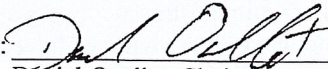
- b) Failure of DISTRIBUTION to demand such certificate or other evidence of full compliance with these insurance requirements or failure of DISTRIBUTION to identify a deficiency from evidence provided will not be construed as a waiver of the MILLCREEK TWP and/or MILLCREEK TWP's contractors' obligation to maintain insurance.
- c) The acceptance of delivery by DISTRIBUTION of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by DISTRIBUTION that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.
- d) If the MILLCREEK TWP and/or MILLCREEK TWP's contractors fails to maintain the insurance as set forth herein, DISTRIBUTION will have the right, but not the obligation, to purchase said insurance at the MILLCREEK TWP and/or MILLCREEK TWP's contractor's expense. Alternatively, the MILLCREEK TWP and/or MILLCREEK TWP's contractor's failure to maintain the required insurance may result in termination of this Agreement at DISTRIBUTION's option.
14. This Agreement will remain in effect for as long as the encroachment is present on DISTRIBUTION's right of way.
15. The MILLCREEK TWP acknowledges that DISTRIBUTION, as a public utility regulated by the Pennsylvania Public Utility Commission (PUC) may be required to file this Agreement with the PUC. Notwithstanding any provision to the contrary, to the extent this Agreement is required to be filed with the PUC or otherwise requires PUC approval of same, this Agreement shall become effective on the date that such approval is received or as otherwise provided by law.
16. In the event of ambiguity or conflict between the terms of this Agreement and the terms of any a) exhibit or attachment hereto, b) DISTRIBUTION's Pipeline Encroachment Manual, or c) a writing supplied by MILLCREEK TWP; the terms of this Agreement shall be controlling.
17. The terms, covenants, and provisions of this Agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the MILLCREEK TWP.

IN WITNESS WHEREOF, the parties hereto have made and entered into this Agreement as of the date first set forth above with the intent to be legally bound.

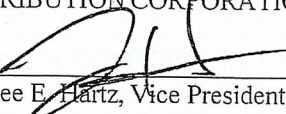
ATTEST/WITNESS:



MILLCREEK TOWNSHIP

By:   
Daniel Ouellet, Chairman

NATIONAL FUEL GAS  
DISTRIBUTION CORPORATION

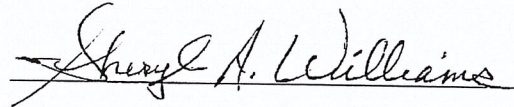
By:   
Lee E. Hartz, Vice President



STATE OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ERIE )

On this, the 8th day of APRIL, 2025, before me a notary public, the undersigned officer, personally appeared DANIEL P. OVELLET, who acknowledged himself/~~herself~~ to be the CHAIRMAN of MILLCREEK TWP BD OR SUPV, and that he/~~she~~ as such ~~BOARD CHAIRMAN~~, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/~~herself~~ as MILLCREEK TOWNSHIP

In witness whereof, I hereunto set my hand and official seal.



Notary Public

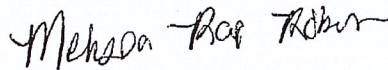
Commonwealth of Pennsylvania - Notary Seal  
Sheryl A. Williams, Notary Public  
Erie County  
My commission expires November 19, 2028  
Commission number 1245861  
Member, Pennsylvania Association of Notaries

STATE OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ERIE )

On this, the 5th day of NOVEMBER, 2025, before me a notary public, the undersigned officer, personally appeared Lee E. Hartz, who acknowledged himself to be the Vice President of National Fuel Gas Distribution 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.

In witness whereof, I hereunto set my hand and official seal.

Commonwealth of Pennsylvania - Notary Seal  
Melissa Rae Robison, Notary Public  
Erie County  
My commission expires August 29, 2026  
Commission number 1424470  
Member, Pennsylvania Association of Notaries



Notary Public