



December 22, 2025

**VIA E-FILING**

**Jonathan P. Nase**  
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Matthew L. Homsher, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, PA 17120

**Re: Cost Sharing Agreement between Veolia Water Pennsylvania, Inc. and Lower Swatara Township; Docket No. U-2025-\_\_\_\_\_**

Dear Secretary Homsher:

Enclosed for filing with the Pennsylvania Public Utility Commission, pursuant to 66 Pa. C.S. § 507, is the above-referenced Cost Sharing Agreement dated November 20, 2025. As stated in Section 7, the Cost Sharing Agreement will be effective one day after the requirements of Section 507 have been satisfied.

**Please note that Exhibits A and B are Confidential and will be filed separately.**

Copies have been served as shown on the attached Certificate of Service.

Thank you for your attention to this matter. Please contact me if you have any questions or concerns about this filing.

Sincerely,

COZEN O'CONNOR

By: Jonathan P. Nase  
Counsel for *Veolia Water Pennsylvania, Inc.*

JPN  
Enclosures

cc: Per Certificate of Service  
Phoebe Youhanna, Esq., Corporate Attorney Operations  
Beatriz Dundas, Engineer Associate, VWPA  
Maryanne Hatch, Vice President Rates and Regulatory Affairs

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Cost Sharing Agreement between :  
Veolia Water Pennsylvania, Inc. and : Docket No. U-2025-\_\_\_\_\_  
Lower Swatara Township :

**CERTIFICATE OF SERVICE**

I certify that I have this 22<sup>nd</sup> day of December, 2025 served a true copy of the foregoing **Cost Sharing Agreement between Veolia Water Pennsylvania, Inc. and Lower Swatara Township (without **CONFIDENTIAL** Attachments)** upon the parties listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

**VIA FIRST CLASS MAIL**

Darryl A. Lawrence, Esq.  
Consumer Advocate  
Office of Consumer Advocate  
555 Walnut Street  
Forum Place, Fifth Floor  
Harrisburg, PA 17101-1923

NazAarah Sabree  
Small Business Advocate  
Office of Small Business Advocate  
555 Walnut Street  
Forum Place, First Floor  
Harrisburg, PA 17101-1923

Allison C, Kaster, Esq.  
Director and Chief Prosecutor  
Pennsylvania Public Utility Commission  
Bureau of Investigation and Enforcement  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

Lower Swatara Township  
1499 Spring Garden Drive  
Middletown, PA 17057

Respectfully submitted,



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Jonathan P. Nase, Esq.  
Counsel for *Veolia Water Pennsylvania, Inc.*

## COST SHARING AGREEMENT

THIS AGREEMENT is dated 11-20-25 and made by and between VEOLIA WATER PENNSYLVANIA, INC. (hereinafter "Veolia Water" or "Company"), a corporation of the Commonwealth of Pennsylvania, with a business address of 6310 Allentown Boulevard, Harrisburg, Pennsylvania 17112 and the Lower Swatara Township, a municipal corporation of the Commonwealth of Pennsylvania (hereinafter "Township"), with an address of 1499 Spring Garden Drive, Middletown, PA 17057.

WHEREAS, in 2025 Veolia Water desires to replace an eight (8) inch cement watermain, two (2) residential service lines, one (1) commercial service line, and one (1) commercial fire suppression line, with a twelve (12) inch ductile iron watermain, two (2) residential service lines, one (1) commercial service line, and one (1) commercial fire suppression line, located along Lumber Street, in Lower Swatara Township, Pennsylvania. Veolia will perform a temporary trench restoration which is 25mm superpave base to top grade for the full width of the trench plus an additional one (1) foot cutback on all sides, for all newly installed facilities within the paved cartway. (hereinafter "Replacement Work"); and

WHEREAS, with regard to the aforementioned Replacement Work, the Township desires to perform a full pavement width restoration ("Restoration Services"), including two (2) inches (compacted depth) of 9.5 millimeter wearing course for the area as depicted in Exhibits "A" attached hereto; and

WHEREAS, Veolia Water has agreed to contribute to the Township for the estimated cost associated with Restoration Services as provided in Exhibit "B".

NOW THEREFORE, in consideration of the mutual covenants herein contained and exchanged and for other good and valuable consideration, the parties agree to the following terms and conditions:

1. **REPLACEMENT WORK.** Veolia Water shall conduct its Replacement Work, as described in the recitals to this Agreement and contribute to the Township's Restoration Services in the amount provided in Exhibit B. The Parties agree to coordinate efforts.

2. **PAYMENT.** Veolia Water agrees to contribute to the Township a portion of the costs incurred by the Township for the Restoration Services in the amount provided in Exhibit B. Veolia Water shall remit payment to the Township within thirty (30) days of the receipt of notice from the Township of its approval to conduct its Restoration Services. The Township shall provide written notice to Veolia Water at the address contained herein.

3. **TERM.** This Agreement shall become effective on the Effective Date in accordance with Section 7 herein. This Agreement shall terminate on [September 30, 2026].

4. **INDEMNIFICATION.**

(a) Veolia Water shall not have any liability or responsibility for errors or omissions in, or any decisions made by Township in reliance on, any of the Restoration Services provided under this Agreement.

(b) Veolia Water shall not be liable for, and Township shall defend, indemnify and hold harmless Veolia Water and its agents, servants, employees, successors, assigns, customers and users, from and against any claim, suit, action, proceeding, judgment, loss, damage, other liability, cost and expense (including reasonable attorneys' fees and expenses and the costs of litigation and investigation) arising from, relating to, or alleging: any injuries (including death) to any person or damage to any property caused or contributed to by any act, fault or negligence of the Township or anyone acting on its behalf, or by any fault or defect in any of the Restoration Services (including by reason of strict liability in tort).

(c) Nothing set forth in this Agreement shall be deemed to waive or limit rights or remedies of Veolia Water under common law or applicable laws, rules, orders, or regulations, including, without limitation, common law indemnity, contribution, or impleader.

5. **FORCE MAJEURE.** In the event any Party hereto is prevented, or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event, as defined below, then that party's obligations under the Agreement shall be suspended for so long as the Force Majeure Event continues and to the extent that Party is so prevented, or delayed. Neither party shall be liable for any delay or failure in performance under this Agreement arising out of a Force Majeure. For the purposes of this Agreement, Force Majeure means acts of God; hurricanes; tornadoes; fires; epidemics; pandemics; landslides; earthquakes; floods; lightning; other abnormal or severe weather conditions or natural catastrophes; radioactive contamination or ionizing radiation; strikes, lock outs or other industrial disturbances affecting employers; acts of public enemies; insurrections; military action; war, whether or not it is declared; sabotage; terrorist acts; riots; civil disturbances; explosions; acts or omissions of governmental authorities (including denial or failure to renew permits or authorizations); cut cable; embargos; or any other cause or event, not reasonably within the control of the affected Party (other than the financial inability of such Party), which precludes such Party from carrying out, in whole or in part, its obligations under this Agreement.

6. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue for all disputes hereunder shall be in courts located in Pennsylvania.

7. **EFFECTIVE DATE.** This Agreement shall be filed with the Pennsylvania Public Utility Commission ("PUC") at least thirty (30) days prior to its effective date. Upon notice to

the Township and Veolia Water, the PUC may prior to the effective date of the Agreement institute proceedings to determine the reasonableness, legality or any other matter affecting the validity thereof. Upon institution of such proceedings, this Agreement shall not be effective until the PUC grants its approval thereof pursuant to Section 507 of the Public Utility Code, 66 PA C.S.A. § 507. Subject to the aforesaid, this Agreement shall be effective one (1) day after the requirements of Section 507 have been satisfied (the "Effective Date").

8. **ENTIRE AGREEMENT; RECITALS.** This Agreement is intended by the parties to be a final, exclusive, and complete expression of their agreement and its terms. No course of prior dealing between the parties and usage of trade shall be relevant to supplement or explain any term used herein. This Agreement may not be modified except by a written document signed by both parties. The recitals set forth at the outset of this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

9. **NO WAIVER.** A waiver of any term, condition or covenant by any party shall not constitute a waiver of any other term, condition or covenant. In the event that any provision of this Agreement shall be deemed unenforceable, the remaining terms and conditions shall remain in full force and effect.


10. **SUCCESSORS AND ASSIGNS.** This Agreement shall insure to the benefit of and be binding upon the parties hereto, and their respective executors, administrators, successors and assigns. Neither this Agreement nor any right hereunder may be assigned by either party and any attempt at assignment shall be null and void.

11. **ENFORCEABILITY.** The invalidity or enforceability of any provision of this Agreement as applied to a particular occurrence or circumstance shall not affect the validity or enforceability of any of the other provisions of this Agreement or the other applicability of such provision, as the case may be.

12. **TITLES NOT CONTROLLING.** Titles of Sections are for referential convenience only, and shall not be used to construe the language in this Agreement.

13. **NOTICES.** Any notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered to Veolia Water or to Township at the addresses set forth in the first paragraph of this Agreement or to such or at such other address as either party may notify the other in writing.

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

VEOLIA WATER PENNSYLVANIA INC.	LOWER SWATARA TOWNSHIP
Print name: <i>Larry Finnigan</i>	Print name: <i>Jon G. Wilt</i>
Title: <i>President</i>	Title: <i>President</i>
Signature: 	Signature: <i>Jon A. Wilt</i>
Witness:	Witness: <i>Tracy Bechtel</i>
Date: <i>11-20-25</i>	Date: <i>11/19/2025</i>