



National Fuel®

February 25, 2026

VIA ELECTRONIC FILING

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

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

Type of Agreement:	Encroachment Agreement
Grantor (Municipality/Political Subdivision):	Meadville Area Sewer Authority
Grantee:	National Fuel Gas Distribution Corporation (“ National Fuel ”)
Dated:	December 23, 2025
Purpose:	Encroachment Agreement providing Meadville Area Sewer Authority the ability encroach under and across National Fuel’s right of way and pipeline on Tax ID #33-00-019820.

Docket No. U-2026- _____

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: Meadville Area Sewer Authority
Dr. O’Brien, PhD., Chairperson
894 Diamond Park
Meadville, PA 16335

ENCROACHMENT AGREEMENT

THIS AGREEMENT is made and entered into on this 23 day of December, 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 Meadville Area Sewer Authority, 894 Diamond Park, Meadville, Pennsylvania, 16335 ("MASA").

WHEREAS, DISTRIBUTION owns and operates a Right of Way Agreement (ROW #804) originally granted by Lewis & Laurene S. Walker III, and Robert G & Barbara M. Walker on January 29, 1965 and recorded at the Recorder of Deeds Office of Crawford County, Pennsylvania in Book 158 at Page 492, the agreement covers certain land situate in City of Meadville Ward 1, Crawford County, Pennsylvania known as TAX ID No. 33-0-019820; and

WHEREAS, DISTRIBUTION currently has an eight-inch (8") high-pressure coated steel natural gas pipeline installed on the property known as Meadville Loop ; and

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

WHEREAS, MASA'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 MASA shall be permitted to cross DISTRIBUTION's Right of Way and pipeline at one location with an eight-inch (8") HDPE sanitary force main pipeline. The approximate location of the crossing is identified on "Exhibit A", which is attached hereto and incorporated by reference, and the eight-inch (8") HDPE pipeline shall be installed under DISTRIBUTION's eight-inch (8") natural gas high-pressure coated steel natural gas pipeline with a minimum of twenty four-inches (24") 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. MASA 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, subject to Paragraph 11 the MASA shall hold DISTRIBUTION, and its affiliates, employees, contractors and agents harmless as to any damage caused to the encroachment by DISTRIBUTION, MASA, or others; and
- c) Other than the permitted encroachment, MASA 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 shall not be unreasonably withheld.
- d) Prior to construction, MASA must contact DISTRIBUTION's Foreman at telephone #814-724-3386 ext. 225 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 MASA's activities will be repaired by DISTRIBUTION at MASA's expense prior to backfilling the ditch in the manner as specified in Paragraph 6. Additionally, MASA, at its expense, shall surround DISTRIBUTION's pipeline with a minimum of one foot (1') of select fill in all directions when backfilling.

2. MASA 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, as well as any replacements or modifications made to the pipeline by DISTRIBUTION.

4. MASA 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. MASA 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 MASA's activities must be restored by MASA in a timely manner to the satisfaction of DISTRIBUTION's foreman. If MASA fails to repair damage to DISTRIBUTION's satisfaction, DISTRIBUTION shall have the right to hire a third-party to conduct the repairs at the MASA'S expense.

7. MASA 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 MASA directly relating to MASA's activities described herein.

8. DISTRIBUTION will stake the above-referenced pipeline upon the request of the MASA. However, before any excavation or demolition work can be performed, the MASA 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, MASA agrees that immediately upon receiving notice from DISTRIBUTION, MASA will cease all activity on the right of way. Activity on the right of way may not resume until DISTRIBUTION gives the MASA 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. MASA 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 MASA's employees or others, or property damage suffered by MASA, MASA's employees or others,

arising out of or related to the encroachment project, other events occurring within the subject right-of-way area caused by MASA, or otherwise related to MASA's work under this Agreement. Provided, however, MASA shall not be responsible under this paragraph for matters which are caused by the gross negligence or recklessness of DISTRIBUTION or DISTRIBUTION's agents or employees or otherwise. 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, MASA 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. MASA 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 MASA's and/or MASA's contractors' activities.

13. MASA and/or any and all of MASA'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.** MASA and/or MASA'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 MASA and/or MASA's contractors for a minimum period of three years after the completion of the encroachment construction or activities. MASA and/or MASA's contractors may elect to extend the discovery period under the existing policy for not less than three years.

MASA and/or MASA'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.

MASA and/or MASA'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, MASA and/or MASA'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.

MASA and/or MASA'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. MASA and/or MASA'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 - MASA and/or MASA'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) MASA and/or MASA'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. MASA and/or MASA'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 MASA and/or MASA'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, MASA and/or MASA'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, MASA and/or MASA'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 MASA and/or MASA'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 MASA and/or MASA'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 MASA and/or MASA'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 MASA and/or MASA'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 MASA and/or MASA'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 MASA and/or MASA's contractor's expense. Alternatively, the MASA and/or MASA'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.

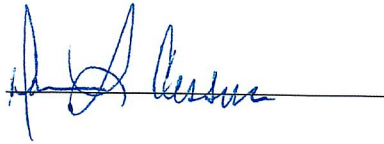
15. The MASA acknowledges that DISTRIBUTION, as a public utility regulated by the Pennsylvania Public Utility Commission (PUC) may be required to file this Agreement with the PUC. Notwithstanding any provision to the contrary, to the extent this Agreement is required to be filed with the PUC or otherwise 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 MASA; the terms of this Agreement shall be controlling.

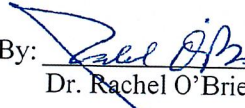
17. The terms, covenants, and provisions of this Agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the MASA.

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:



MEADVILLE AREA SEWER AUTHORITY

By: 
Dr. Rachel O'Brien, PhD., Chairperson

NATIONAL FUEL GAS
DISTRIBUTION CORPORATION

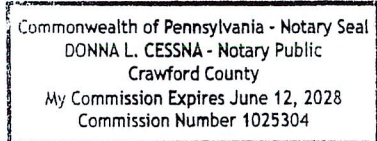
By: 
Lee E. Hartz, Vice President

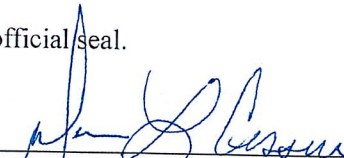
STATE OF PENNSYLVANIA)
COUNTY OF CRAWFORD)

) SS:

On this, the 23rd day of December, 2025, before me a notary public, the undersigned officer, personally appeared Dr. Rachel O'Brien, PhD., who acknowledged herself to be the Chairperson of the Meadville Area Sewer Authority, and that she as such Chairperson, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as Chairperson.

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



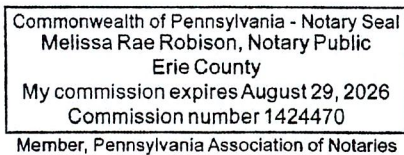

Notary Public

STATE OF PENNSYLVANIA)
COUNTY OF ERIE)

) SS:

On this, the 29th day of January, 202~~5~~⁶, 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.




Notary Public