



March 5, 2026

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: Non-Disclosure Agreement between Veolia Water Pennsylvania, Inc. and South Centre Township; Docket No. U-2026-_____

Dear Secretary Homsher:

Enclosed for filing with the Pennsylvania Public Utility Commission, pursuant to 66 Pa. C.S. § 507, is the above-referenced Non-Disclosure Agreement dated as of March 4, 2026. As stated in Section 6, the Non-Disclosure Agreement will be effective one day after the requirements of Section 507 have been satisfied.

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
Michael Corona, Esq., Corporate Counsel – Regulated Water
Maryanne Hatch, Vice President Rates and Regulatory Affairs

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Non-Disclosure Agreement between :
Veolia Water Pennsylvania, Inc. and : Docket No. U-2026-_____
South Centre Township :

CERTIFICATE OF SERVICE

I certify that I have this 5th day of March, 2026 served a true copy of the foregoing **Non-Disclosure Agreement between Veolia Water Pennsylvania, Inc. and South Centre Township** 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

South Centre Township
6260 4th St.
Bloomsburg, PA 17815

Respectfully submitted,



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

NON-DISCLOSURE AGREEMENT

February 2026

Veolia Water Pennsylvania, Inc.

And

South Centre Township, PA

This Non-Disclosure Agreement (“Agreement”) is entered into as of this 4th day of March Two Thousand and Twenty-Six, between **SOUTH CENTRE TOWNSHIP**, a body politic and corporate of the Commonwealth of Pennsylvania (the “Receiving Party”) or (the “Township”) having its principal office at 6260 4th St., Bloomsburg, PA 17815, and **VEOLIA WATER PENNSYLVANIA, INC.** (the “Disclosing Party”) or (“VWP A”), a public utility corporation of the Commonwealth of Pennsylvania, having a business address at 6310 Allentown Road, Harrisburg, PA 17111, each referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Receiving Party is seeking certain confidential information and/or reports regarding Disclosing Party’s confidential information and critical infrastructure for specific sewer lines for the “Columbia County Industrial Park (CCIP),” which may include: Geographic Information System (“GIS”) data maps displaying existing wastewater systems at Edwards Drive, Naus Way, Industrial way, and offroad areas where known facilities exist. The confidential information is needed to ensure the Receiving Party can evaluate any conflicts in the Receiving Party’s design for their planned sewer line installation and to evaluate possible connection to Disclosing Party’s sewer lines by the Berwick Area Joint Sewer Authority. This recital shall hereinafter be referred to as, the “Project”; and

WHEREAS, Disclosing Party considers the information requested to be provided to the Receiving Party for purposes of the Project to be private and sensitive critical infrastructure information that is not for public view and is thus considered confidential information (as further defined below and hereinafter referred to as “Confidential Information”); and

WHEREAS, Disclosing Party is willing to disclose Confidential Information to the Receiving Party subject to the terms of this Non-Disclosure Agreement; and

WHEREAS, the Parties wish to define their respective rights and obligations with respect to such Confidential Information;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1.As used herein, the term “Confidential Information” means any data or information which is of a non-public, proprietary or confidential nature, whether verbal, written, tangible, intangible, visual, present or future, or in computer-readable form, disclosed by Disclosing Party that provides information regarding the existence of subsurface utility locations, including size, type, depth and location of water and/or wastewater utility infrastructure within the Township. Confidential Information shall also include, but is not limited to: (a) trade secrets; (b) financial information; (c) technical information, including research, development, procedures, algorithms, data, designs, product specifications, drawings, concepts, samples, intellectual property, inventions,

manufacturing processes, computer program and systems and know-how; (d) business information, including operations, planning, marketing strategies and interests, sales plans and data, products, services, sources, costs, operations, customer(s) or employee personal, sensitive or private information (collectively, "Personal Data"), vendors, distribution methods, inventories; (e) the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related to any agreement; (f) any information which is marked or identified by the Disclosing Party as confidential and/or proprietary; and (g) any information that due to its nature of the circumstances of disclosure, would be understood by a reasonably person to be confidential. As part of the discussions between the parties and data/information exchanged, all such data/information provided by the Disclosing Party shall remain the property of the Disclosing Party and shall be treated as Confidential Information by the Receiving Party.

2. Notwithstanding the provisions of Section 1 above, the term "Confidential Information" shall not include, and the Receiving Party shall not be under any obligation to maintain in confidence or not use, any information (or any portion thereof) disclosed to it by Disclosing Party to the extent that the Receiving Party can demonstrate that such information:

- (i) was in the public domain at the time of disclosure by Disclosing Party; or
- (ii) following disclosure by Disclosing Party, becomes generally known or available through no breach of this Agreement by the Receiving Party; or
- (iii) is known, or becomes known, to the Receiving Party from a source other than Disclosing Party provided that disclosure by such source is not in breach of a confidentiality or non-disclosure agreement with Disclosing Party, or obtained through illegal means; or
- (iv) is independently developed by the Receiving Party without violating any of its obligations under this Agreement.

Confidential Information shall not be deemed to fall within the exceptions of subparts (i) to (iv) above merely because it is included in a document which also includes information that does fall within such exceptions.

Notwithstanding anything else in this Agreement, the Receiving Party shall be permitted to disclose Confidential Information required to be disclosed by it pursuant to applicable law or regulation, a subpoena or order of a court, or for evidentiary purposes in any relevant action, proceeding or arbitration to which the Receiving Party or any of its partners, officers, directors, or shareholders are a party. In the event that the Receiving Party receives a request to disclose any Confidential Information under such subpoena, order or otherwise, the Receiving Party shall: (a) immediately notify the Disclosing Party thereof, (b) consult with Disclosing Party regarding the taking of any steps to resist or narrow such request, (c) provide the Disclosing Party with the opportunity to intervene, object to, or otherwise participate in any proceeding related to the subpoena and order and (c) if disclosure is required, reasonably cooperate with the Disclosing Party in any attempt that it may make to obtain an order or other reliable assurance that confidential treatment will be accorded to the Confidential Information; provided, however, that such

reasonable cooperation does not cause the Receiving Party to be in violation of applicable law, regulation, subpoena or order.

Further, the Receiving Party shall be permitted to disclose that portion of the Confidential Information that it is advised by its outside counsel that it is legally required to disclose: (i) to be in compliance with any applicable law or regulation and/or (ii) to any regulatory, self-regulatory or legislative body of competent jurisdiction in connection with any regulatory or legislative docket, report, audit or other request for information. In the event that the Receiving Party receives such a request, the Receiving Party shall promptly notify Disclosing Party thereof, provided that such notification does not violate the terms of such request, and the Receiving Party shall reasonably cooperate with Disclosing Party to ensure that confidential treatment will be accorded to the Confidential Information.

3. Public Records Requests. The Disclosing Party acknowledges that the Receiving Party is subject to the Pennsylvania Right to Know Law, 65 P.S. § § 67.101—67.3104, (“RTKL”), and/or the common law “Right to Know;” therefore, this Section 3 shall apply and shall govern the Parties’ rights and obligations *vis a vis* each other regarding any such request.

A. Notwithstanding anything else in this Agreement, this Section 3 shall govern the Parties’ rights and obligations *vis a vis* each other regarding requests pursuant to RTKL and/or the common law “Right to Know.”

B. The Parties agree that Confidential Information provided by VWPA may constitute records, “the disclosure of which creates a reasonable likelihood of endangering the safety or the physical security of a building, public utility, resource, infrastructure, facility or information storage system[,]” and may be exempt from RTKL. 65 P.S. § 67.708(b)(3). The Parties also agree that the Confidential Information provided by VWPA may constitute or reveal “a trade secret or confidential proprietary information[,]” and thus exempt from RTKL. 65 P.S. § 67.708(b)(11).

C. The Disclosing Party acknowledges that the Recipient is a public entity subject to the RTKL and/or common law Right to Know, and that RTKL is generally construed in favor of granting public access to documents maintained in the course of its official business records.

D. If a demand is made for the release of Confidential Materials pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. § § 67.101—67.3104, the Party to which the request or demand is addressed shall assert at its sole cost or expense all applicable privileges or legal exemptions, and shall immediately upon receiving the request or demand notify the other Party about the request or demand and indicate the Confidential Materials covered by the request or demand so as to afford each such other Party the opportunity to intervene in any proceeding to assert any applicable privilege or exemption on its own behalf and at its own cost or expense. In the event that disclosure is ordered notwithstanding the assertion of any applicable privilege, the Parties shall cooperate in seeking an appropriate protective order to limit the extent and nature of disclosure to the extent that such a protective order is available.

4. The Receiving Party shall keep the Confidential Information confidential and shall use the Confidential Information solely in connection with the Project. Use of the Confidential

Information for any purpose other than the Project by the Receiving Party or any of its agents or employees shall require the Disclosing Party's prior written consent. The Receiving Party shall not disclose the Confidential Information to any person, except that the Receiving Party may disclose Confidential Information to any of its employees who require access to such information in connection with the Project. Before disclosing any Confidential Information to its employees, the Receiving Party shall inform such employees of the confidential or proprietary nature thereof and of its obligations under this Agreement. The Receiving Party agrees to comply with all applicable data protection laws relating to the collection, use, storage or disclosure of Personal Data, and maintain administrative, physical and technical safeguards designed to protect the Disclosing Party's Confidential Information against any: (a) accidental alteration, destruction, or loss; and/or (b) unauthorized access to, acquisition of, or inadvertent disclosure. The Receiving Party shall be solely liable for the use or disclosure of Confidential Information by any of its respective affiliates, agents, employees, subcontractors, or sub-processors, including any use or disclosure resulting from a data breach, and shall indemnify the Disclosing Party with respect to all losses, claims and damages arising out of a breach by it or any of its affiliates, agents, employees, subcontractors, or sub-processors of the terms of this Agreement.

5. All rights to the Disclosing Party's Confidential Information disclosed pursuant to this Agreement are reserved to the Disclosing Party. No license or conveyance of any rights relating to the Confidential Information is granted or implied by the Disclosing Party to the Receiving Party.

6. 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 South Centre Township and Veolia Water Pennsylvania, Inc., 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").

7. This Agreement shall commence as of the Effective Date and shall continue in effect until the earlier of (i) five (5) years from the date hereof, or (ii) written notice by the Receiving Party affirming completion of the Project. Unless otherwise instructed by the Disclosing Party or prohibited by law, the Receiving Party shall: (i) cease all use of any Confidential Information previously received or derivatives thereof; (ii) remove all copies of such Confidential Information and derivatives from its files, and either return them to the Disclosing Party or destroy them (which shall include retrieving or expunging all such Confidential Information from any computer, word processor or other device containing such information, provided however, that the Receiving Party shall not be required to delete Confidential Information from back-up archival electronic storage); and (iii) upon the Disclosing Party's written request, provide Disclosing Party with a written attestation of having accomplished the above. Notwithstanding the foregoing, the Receiving Party may retain one copy of Confidential Information for archival and legal compliance purposes; as to the retained copies, this Agreement's obligations of indemnification, confidentiality, non-disclosure, non-use and notification as contained herein shall survive termination of this Agreement.

8. Nothing in this Agreement shall obligate the Disclosing Party to disclose any Confidential Information to the Receiving Party and any disclosure of Confidential Information shall be at the Disclosing Party's sole discretion. The Disclosing Party is submitting Confidential Information for the Receiving Party's use with respect to the Project and for no other purpose. The Disclosing Party does not make any representation or warranty as to the quality, accuracy or completeness of any Confidential Information. The Disclosing Party shall not have any liability relating to or arising from any use of, or reliance upon, the Confidential Information.

9. This Agreement is binding on, and ensures to the benefit of, the Parties' respective successors and permitted assigns. This Agreement may not be assigned by the Receiving Party without the prior written consent of the Disclosing Party. Any purported assignment without the consent required hereunder shall be null and void.

10. Without prejudice to the rights and remedies otherwise available to The Disclosing Party, it may be entitled to equitable relief by way of injunction if there is a breach or threat of a breach of any of the provisions of this Agreement by the Receiving Party. The Parties agree and acknowledge that damages may not be an adequate remedy in the event of a breach of this Agreement.

11. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to the conflicts of law principles thereof. The Parties agree to submit to the exclusive jurisdiction of the State or Federal Courts sitting in Columbia County, Pennsylvania and waive any objections to the Court based on jurisdiction or inconvenient forum.

12. This Agreement may be executed in counterparts, each of which shall be deemed to be original and all of which shall constitute one and the same document. Delivery of an executed signature page by electronic means, including without limit by email of a "pdf" file or by telefax, shall be as effective as manual delivery or any other method of delivery of a "hard copy" or "wet" signature.

13. This Agreement comprises the full and complete agreement of the Parties hereto with respect to the disclosure of the Confidential Information for the Project and supersedes all prior communications, understandings and agreements between the Parties hereto, whether written or oral, expressed or implied. No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties hereto.

14. The provisions of this Agreement are severable, and if any one or more of such provisions is determined to be judicially invalid or unenforceable, the remaining provisions shall nevertheless be binding and enforceable.

[Remainder of page intentionally left blank]

[Signatures appear on following page]

IN WITNESS WHEREOF, the individuals below hereby affirm they have obtained the requisite authority from their respective entity to execute this Agreement and willingly do so as of the date first above written.

Agreed and Accepted By:

For: Veolia Water Pennsylvania, Inc.

By: Mark Baker *Mark Baker* Date: 3/4/2026
Title: Vice President of Operations

For: South Centre Township, Pennsylvania

By: Dale H. Sneedman Date: March 2, 2026
Title: Sec/Treasurer