



April 9, 2026

VIA E-FILING

Jonathan P. Nase

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jnase@cozen.com

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

**Re: Antenna License Agreement Between Veolia Water Pennsylvania, Inc. and
Cumberland County, Pennsylvania; Docket No. U-2026-_____**

Filing Pursuant to 66 Pa. C.S. § 507

Dear Secretary Homsher:

Enclosed for filing with the Pennsylvania Public Utility Commission, pursuant to 66 Pa. C.S. § 507, is the above-referenced agreement dated April 7, 2026. As stated in Section 13, the Antenna License 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**

Antenna License Agreement Between :
Veolia Water Pennsylvania, Inc. and : Docket No. U-2026-_____
Cumberland County, Pennsylvania :

CERTIFICATE OF SERVICE

I certify that I have this 9th day of April, 2026 served a true copy of the foregoing **Antenna License Agreement Between Veolia Water Pennsylvania, Inc. and Cumberland County, Pennsylvania** 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

Cumberland County Commissioners Office
Second Floor
Cumberland County Courthouse
1 Courthouse Square
Carlisle, PA 17013

Respectfully submitted,



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

ANTENNA LICENSE AGREEMENT

THIS AGREEMENT, made this 7th day of April Two Thousand and Twenty-Six, between **VEOLIA WATER PENNSYLVANIA, INC.**, a public utility corporation of the Commonwealth of Pennsylvania, having offices at 6310 Allentown Blvd., Suite 104, Harrisburg, PA 17111, hereinafter referred to as the "Licensor," and the **COUNTY OF CUMBERLAND**, a body politic and corporate of the Commonwealth of Pennsylvania, having its principal office at 1 Courthouse Square, Carlisle, PA 17013, hereinafter referred to as the "Licensee."

WITNESSETH THAT:

1. **Permitted Use.** Subject to the terms and conditions set forth herein, the Licensor grants the Licensee permission to enter upon the Premises of the Licensor situated in Upper Allen Township, County of Cumberland and Commonwealth of Pennsylvania and further located on a portion of 1721 S. Market Street, Mechanicsburg, PA 17055, Cumberland County Parcel ID: 42-27-1890-006A (the "Premises") for the purposes of installing, maintaining, operating and removing upon termination of use (hereinafter the "Work"), an antenna and appurtenances (the "Equipment") on the elevated water tank located on the Premises as more particularly shown on the drawings attached hereto.

2. **Non-Exclusivity.** The rights herein provided are not exclusive and the Licensor reserves the right to lease the Premises to more than one individual or entity for any use or purpose, provided that any future third party use may not interfere with the Licensee's rights as set forth herein. The Licensor reserves the right to install its own antenna on the Premises for its own use.

3. **Licensee's Obligations; Work Requirements.** The Licensee shall perform all Work at its sole cost and expense. The Work shall be performed subject to the supervision and approval of the duly authorized representative of the Licensor and shall be performed so as not to in any way interfere with the use by the Licensor of the Premises. Before commencing any work on the Premises, Licensee shall submit to Licensor, for Licensor's prior approval, the names of the contractors who will perform such work, which approval the Licensor agrees shall not be unreasonably withheld or delayed. Licensee, and all of Licensee's contractors, subcontractors, and other visitors to the Premises shall comply with Licensor's health and safety procedures and program. The Agreement does not confer on such contractors any contractual or other relationship with Licensor or any duty on the part of Licensor to see to the payment of such contractors. In addition, all contractors that enter the site must provide a certificate of insurance providing coverage as outlined in the Agreement that includes the Licensor as an additional insured. Licensor shall have the right, in its discretion, to monitor the installation, modification, supplementation, upgrade, repair, replacement, relocation or removal of Equipment on the Water Tank.

a. No welding or other structural damage to the tank or other facilities will be permitted. The Licensor shall have the privilege of assigning an inspector or inspectors to the Work. The presence of the inspector or inspectors shall not relieve the liability of the Licensee as herein set forth.

b. The Licensee shall be responsible for arranging for electric service to operate the Equipment at its sole cost and expense.

c. The Licensee agrees that all radio equipment will be housed in a 12' x 25' pre-cast concrete building approved by the Licensor and located as shown in the site plan exhibit. A catalog cutsheet must be provided to, and approved by, the Licensor prior to the installation.

d. Baiting of the Equipment to the tank ladder is the only acceptable method of attachment of the Equipment. No welding or other structural damage to the tank or other Facilities or property of the Licensor will be permitted. The Licensee must provide mounting details to the Licensor prior to installation. The enclosures are to be pad mounted, and there is to be no attachment to any of the Licensor's facilities, unless prior approval is given. The pad for the enclosure is not to be installed over the tank base. It shall be located where indicated by the Licensor.

e. The Licensee agrees to have a third-party contractor perform, at the Licensee's expense, a ground penetrating radar investigation of all areas to be excavated. The findings of which will be forwarded and reviewed by the Licensor to approve the use of machinery as the primary method of excavation. Trenches must be 24-inches deep, with "Demarking" tape at 12-inch depth. All required conduits must be a minimum of $\frac{3}{4}$ of an inch in diameter and made of PVC or rigid galvanized steel should it be determined the area will be exposed to tank maintenance traffic.

f. The Licensee must mount the antennas in a secure and safe manner which will not interfere with the servicing of any existing radio equipment, or any other equipment.

g. The Licensee agrees to install the antenna behind and below any existing facility mounted antenna. If any radio interference occurs, for whatever reason, the Licensee may at Licensor's request, be required to immediately remove all of the Licensee's facilities, until further investigation is made.

h. All labor, materials and site work will be the responsibility of the Licensee, under the direction of the Licensor's Engineering Department. All antenna and cable supports, and concrete pad details, must be approved before construction by the Licensor.

i. All Work to be performed shall be completed in a proper workmanlike manner and with due diligence. Upon termination of this Agreement, the Equipment shall be removed and the water tank restored to conditions similar to its present state, normal wear and tear excepted.

j. Any and all communication equipment, antenna, poles, accessories and any other equipment installed by the Licensee or its affiliates shall remain the personal property of Licensee and/or its affiliates.

k. The Licensee agrees to protect the property of the Licensor and will, at its sole cost and expense, repair any damage caused by any act performed by it other than normal wear

and tear.

l. The Licensee shall be responsible for obtaining at its sole cost and expense all approvals including, but not limited to, FCC licensing and local municipal approval, and will be required to furnish evidence of all such approvals prior to commencing the work. No approval will be granted where the antenna could jeopardize any use variance held by the Licensor, or where other restrictions on the Licensor's use or occupancy of the Premises may prohibit the use contemplated.

m. Upon completion of the installation of the Equipment, the Licensee will provide the Licensor with as-built drawings of the Equipment which will show the location and details for the Equipment on the tank and the radio location within the base of the tank.

n. The Licensee shall bear the cost of any added or increased assessments to the Premises which arise out of or in connection with the use herein granted.

4. **Notice Prior to Entering and Exiting Licensor's Premises.** The Licensee agrees to notify Customer Service prior to entering and exiting the Licensor's Premises. Customer Service can be reached at (888) 299-8972. The Licensee agrees to notify Customer Service at least twenty-four (24) hours prior to the Licensee, its contractors or subcontractors performing any Work on the Premises. Emergency repairs or maintenance to the Equipment shall not require the above notification provided, however that prior to entering the Premises, Licensee shall notify Customer Service at the earliest possible opportunity after learning of the need to effect emergency repairs.

5. **Reservations.** The Licensor reserves the right to use the Premises for any maintenance or construction required by it and shall not be liable for any damage done to the Equipment by such. The Licensor reserves the right to either require Licensee to relocate the Equipment at Licensee's sole cost and expense if deemed necessary by the Licensor based upon reasonable engineering and field requirements. The Licensor reserves the right to require Licensee to remove the Equipment at the Licensee's sole cost and expense or terminate this Agreement should the transmission frequency of Licensee's equipment interfere with the Licensor's existing or future transmission frequency.

6. **Maintenance of the Tank.** The parties recognize that the Licensor will periodically need to perform both structural and cosmetic (paint) maintenance on the water tank upon which the Equipment is located at whatever intervals may be required to assure the integrity and longevity of the tank. The Licensor agrees to provide notification to Licensee of its intention to perform the maintenance. Upon such notice, the Licensee shall remove the Equipment at its sole cost and expense, to prevent damage to same. Licensor will inform Licensee upon completion of maintenance so that Licensee may, at its sole cost and expense, reattach the Equipment.

7. **Subordination.** The License herein granted shall be subject to and subordinate to any and all easements, rights, privileges, licenses or grants heretofore given by the Licensor or otherwise created which now exist and which affect the Premises.

8. **Insurance.** The Licensee shall carry, at its sole cost, and maintain during the term of the Agreement such insurance as set forth below:

- a. Workers' Compensation and Employer's Liability insurance, covering each employee engaged in the performance of work under this agreement:
 - i. Workers' compensation: Statutory limits
 - ii. Employer's Liability: \$1,000,000 per accident/ per disease, per employee/per disease, policy limits
- b. Automobile Liability insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this contract, with a combined single limit for bodily injury and property damage in the amount of \$1,000,000 per accident.
- c. Commercial General Liability per ISO form CG 00 01 or equivalent covering Property-Operations, Products and Completed Operations; Bodily injury and Broad Form Property Damage, Contractual Liability; Personal and Advertising Injury:
 - i. Bodily Injury & Property Damage: \$1,000,000 per occurrence; \$2,000,000 aggregate.
 - ii. Cross liability and severability of interests to be included.
- d. Umbrella Excess Liability: \$5,000,000 per occurrence over primary insurance policies for employer's liability, automobile and general liability. Licensee may use any combination of primary and excess to meet required total limits.

Certificates of Insurance shall state that required general and auto liability coverage afforded is primary and non-contributory. Veolia Water Pennsylvania, Inc. shall be included as additional insureds by endorsement as respects to this Agreement on policies listed in b, c, and d above. Licensor's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Licensee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Licensor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Licensor, its employees, agents or independent contractors; and, (iii) not exceed Licensee's indemnification obligation under this Agreement, if any. Licensee shall provide at least thirty (30) days prior written notice of the cancellation of any required coverage that is not replaced to Licensor, except ten (10) days' notice shall be provided for nonpayment of premium, of cancellation of any required coverage that is not replaced. All insurance carriers must be rated A-VII or higher by AM Best.

Notwithstanding the forgoing, Licensee may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event Licensee elects to self-insure its obligation under this Agreement to include Licensor as an additional insured, the following conditions apply: (i) Licensor shall promptly and no later than thirty (30) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Licensor shall

not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee; and (iii) Licensor shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like.

Certificates of insurance shall be filed with the Licensor prior to the commencement of any work. Licensee's failure to provide Licensor with such Certificates of Insurance shall not be deemed a waiver of Licensee's obligation to carry and maintain such insurance coverage or to indemnify and defend Licensor in accordance with the terms set forth in this Agreement.

9. **Indemnification and Limit of Liability.**

a. Licensee shall defend, indemnify, and hold Licensor and Licensor's shareholders, officers, employees, directors, landlords, and mortgagees, if any (collectively "Indemnitees") harmless from and against all claims, suits, action, proceedings, losses, damages, responsibilities, liabilities, demands, judgments, executions, reasonable attorneys' fees (including attorneys' fees to enforce this indemnity) and expenses ("Claims") incurred by or asserted against Licensor arising out of or related to this Agreement or the Licensee's use of the Premises. This indemnification shall include, without limitation, claims resulting from, in whole or in part (i) personal injury, loss of life, damage to property, or diminution of value of property; (ii) any Default, breach, violation or non-performance of this Agreement or any provision therein by Licensee; (iii) any act or omission of Licensee, or Licensee's employees, agents, guests, Licensees, assignees, successors, invitees or contractors, whether in, on, about or with respect to property or otherwise; (iv) the use by Licensee of any part of the Premises; (v) any monitoring or repairs of the Equipment undertaken by or at the request of Licensee; (vi) the emission of radiation from the Water Tank by Licensee. Licensee shall not be required to indemnify the Indemnitees for any claims arising out of negligence or willful acts or omissions of the Indemnitees. Licensee shall defend any claims which may be brought against the Indemnitees with respect to the foregoing or in which they may be impleaded. Licensee shall pay, satisfy and discharge any judgments, orders and decrees which may be recovered against the Indemnitees in connection with the foregoing.

b. Even if it is required to monitor radiation emitted from the Water Tank by a governmental authority, Licensor shall have no responsibility or obligation to Licensee to monitor, control or determine the safety of Licensee's operations, considered alone or in combination with other Licensees of the Water Tank. Licensor does not warrant what radiation may or may not be emitted from the Water Tank by any single Licensee or by any combination of Licensees.

c. If Indemnitees so elect by notice to Licensee, Licensee shall have the obligation of defending at Licensee's sole cost and expense, against any claim to which the foregoing indemnity may apply. In any case, where Licensee is defending any such claim, Indemnitees may participate in the defense thereof by counsel selected by them, but at the expense of the Indemnitees, subject to the approval of Licensee's insurance company.

d. Licensee shall not, in the defense of any such Claim, consent to the entry of

any judgment (without the consent of Indemnitees) or enter into any settlement (except with the consent of Indemnitees, not to be unreasonably withheld) which does not include as an unconditional term thereof the giving by the person or entity making the Claim to the Indemnitees a release from all liability in respect of such Claim.

e. Licensor's total aggregate liability to Licensee or any third party arising out of or relating to this Agreement shall not exceed the total fees paid by Licensee to Licensor under this Agreement during the one (1) year period immediately preceding the event giving rise to the claim. Notwithstanding the foregoing, in no event shall either party be liable to the other for indirect, special, incidental, exemplary or consequential damages.

f. Licensor shall not be responsible for any loss or damage to property, materials or equipment on the Premises, resulting from theft, vandalism or other casualty where such theft or vandalism was in no part occasioned by Licensor's negligent or intentional acts or omissions.

g. Licensee shall not be responsible for any loss or damage to the Land or Water Tank resulting in theft or vandalism, where such theft or vandalism was in no part occasioned by Licensee's negligent or intentional acts or omissions.

10. **Default.** If Licensee defaults in the performance of any covenants or conditions contained herein or in any Amendment, Licensor may give written notice of such default, and if Tenant does not cure any defect within thirty (30) days of such notice, then Licensor may terminate the relevant Agreement and on the date specified in said notice, Licensee's right to possession the relevant Premises shall cease, subject to Licensee's right to remove Licensee's property, as applicable, and Licensee shall quit and surrender the Premises to Licensor and the Agreement shall terminate as of such termination date. Licensor shall also have any and all other rights and remedies as may be provided in law or equity in the event Licensee defaults hereunder and fails to cure such default within the applicable grace period provided for in this paragraph.

11. **Compliance with Law.** The Licensor assumes no responsibility or liability in connection with any law, ordinance, rule or regulation of any public or governmental body which may limit, affect, regulate or prohibit the use of said installation by Licensee for the purposes aforesaid, and Licensee shall, at its sole cost and expense, comply with any and all rules, regulations, ordinances or laws applicable to the use of said lands by the Licensee.

12. **Third Parties.** It is understood and agreed that if the work or operation contemplated in this License shall be performed by a third party which is not a party to this Agreement, then any act of such third party, while performing any work or operation on or about the licensed area, shall, for the purposes of this Agreement, be deemed and considered an act of the Licensee.

13. **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 County 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").

14. **Term.** This Agreement shall be binding upon both parties for a term of one year from the Effective Date. The Agreement will automatically renew each year. Rental payments shall commence and be due at a total annual rental of \$12.00 to be paid annually beginning on the Commencement date of every year thereafter.

15. **Cancellation Rights.** This Agreement shall be cancelable by either party with thirty (30) days' written notice. Notice must be sent by U.S. Certified Mail.

16. **Entire Agreement.** This Agreement contains all agreements, promises and understandings between Licensor and Licensee. No verbal or oral agreements, promises or understandings shall be binding upon either Licensor or Licensee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the parties.

17. **Governing Law.** This Agreement and any subsequent supplemental agreements and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the Commonwealth of Pennsylvania.

18. **Notices.** All notices, requests, demands and communications hereunder will be effective five (5) business days after deposit in first class certified or registered mail, return receipt requested, or upon receipt if personally delivered or sent by a nationally recognized overnight courier, postage prepaid, to the addresses set forth below. Notices will be addressed to the parties as follows:

If to Licensee:

Cumberland County Commissioners Office
Second Floor
Cumberland County Courthouse
1 Courthouse Square
Carlisle, PA 17013

And as to Licensor:

Veolia Water Pennsylvania, Inc.
Attn: Larry Finnicum
6310 Allentown Blvd., Suite 104
Harrisburg, PA 17112

With a copy to:

Veolia Water Pennsylvania, Inc.
Attn: Legal Department
461 From Road, Suite 400
Paramus, NJ 07652

18. **Removal and Restoration.** Upon termination of this License, the Licensee shall remove the Equipment. The tank shall be restored to the condition it was in prior to installation of the Equipment, normal wear and tear excepted. The Licensee warrants that restoration shall be performed in compliance with all local, state, and federal laws governing the use of Equipment.

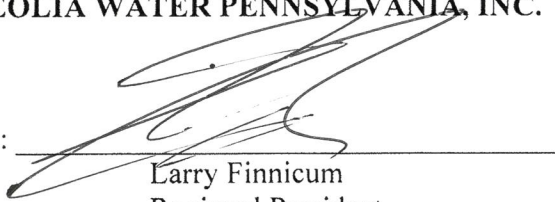
19. **Headings Not Part of Agreement.** The titles of any paragraphs of this Antenna License Agreement are inserted for convenience only and are not a part hereof.

*[Remainder of page intentionally left blank]
[Signatures appear on following page]*

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officers the date and year first written above.

VEOLIA WATER PENNSYLVANIA, INC.

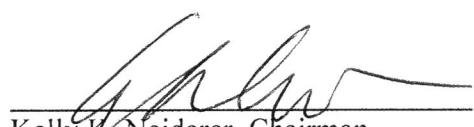
By: _____

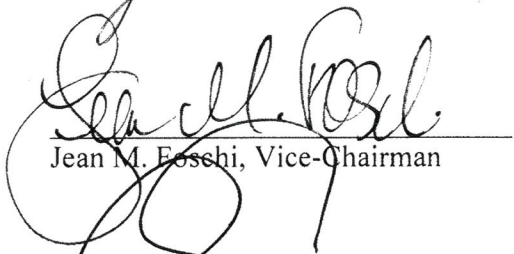

Larry Finnicum
Regional President

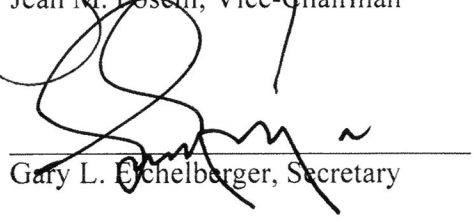
ATTEST:


Stacy M. Snyder, Chief Clerk

CUMBERLAND COUNTY:


Kelly K. Neiderer, Chairman


Jean M. Foschi, Vice-Chairman


Gary L. Echelberger, Secretary