



May 6, 2026

VIA E-FILING

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

Re: Reimbursement Agreement for Utility Relocations Between Veolia Water Pennsylvania, Inc. and Mahoning Township, Montour 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 28, 2026. As stated in Section 7, the Reimbursement Agreement for Utility Relocations 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: William A. Lesser
Counsel for *Veolia Water Pennsylvania, Inc.*

WL
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**

Reimbursement Agreement for Utility Relocations :
Between Veolia Water Pennsylvania, Inc. and : Docket No. U-2026-_____
Mahoning Township, Montour County, :
Pennsylvania :

CERTIFICATE OF SERVICE

I certify that I have this 6th day of May, 2026 served a true copy of the foregoing **Reimbursement Agreement for Utility Relocations Between Veolia Water Pennsylvania, Inc. and Mahoning Township, Montour 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

Mahoning Township Board of Supervisors
Mahoning Township Building
849 Bloom Road
Danville, PA 17821-1351

Respectfully submitted,



William A. Lesser, Esq.
Counsel for *Veolia Water Pennsylvania, Inc.*

**REIMBURSEMENT AGREEMENT
FOR UTILITY RELOCATIONS
BETWEEN
MAHONING TOWNSHIP AND VEOLIA WATER PENNSYLVANIA, INC.**

THIS REIMBURSEMENT AGREEMENT FOR UTILITY RELOCATIONS (this “**Agreement**”), made as of this ~~23~~ day of ~~April~~, 2026, by and between **MAHONING TOWNSHIP**, a municipal corporation, having its principal office located at 849 Bloom Road, Danville, PA 17821-1351 (the “**Township**”), and **VEOLIA WATER PENNSYLVANIA, INC.**, a corporation of the Commonwealth of Pennsylvania, with a business address of 6310 Allentown Boulevard, Harrisburg, Pennsylvania 17112 (“**Veolia**”).

RECITALS

WHEREAS, the Township is undertaking a project within the Pennsylvania Department of Transportation’s right-of-way on Academy Avenue and Bloom Street S.R. 2008, which project includes the relocation and replacement of the exiting stormwater system, as well as the widening of the roadway. (“**Township’s Project**” or the “**Project**”); and

WHEREAS, the Township’s Project will require Veolia to relocate its infrastructure located within the Township’s Project area; and

WHEREAS, the Township agrees to reimburse Veolia for the costs of relocating Veolia’s infrastructure in order to allow the Township to complete its Project.

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. REIMBURSEMENT.

- a. Veolia agrees to relocate and replace approximately four hundred twenty-six feet (426’) of six-inch (6”) water main with an eight-inch (8”) ductile iron water main located along Bloom Road S.R. 2008, Mahoning Township, Pennsylvania. (“**Relocation Work**”).
- b. Veolia’s cost estimate for its Relocation Work relocating its infrastructure is attached hereto as **Exhibit A**.
- c. Upon the completion of Veolia’s Relocation Work, the Township shall reimburse Veolia the actual costs incurred by Veolia for the Relocation Work performed. Nothing herein shall relieve the Township of their obligation to reimburse Veolia the actual costs incurred for the Relocation Work performed; however, to the extent the actual costs are more than what the estimated Relocation Work was contemplated, then Veolia shall substantiate the reason

for the increased actual cost to the Township, who shall reserve the right to dispute the reasonableness of any increase above the cost estimate. In such circumstances, the parties agree to negotiate in good faith and once conclusion is reached on the actual amount due from the Township, Payment shall be made in accordance with the following:

- i. Upon the completion of the Work, the Veolia shall submit a statement (“**Statement**”) to the Township setting forth the total cost actually paid or incurred by the Veolia for said Relocation Work and detailing the items comprising said cost and containing such other information or data as the Township may reasonably require.
 - ii. Within thirty (30) days of its receipt of such Statement, the Township shall make payment for the Work.
 - iii. Notwithstanding any provision contained herein, Veolia hereby reserves the right to seek reimbursement from the Township if Veolia is legally required to perform the Relocation Work or any part thereof at their own cost and expense; and/or to pursue judicial determinations as to whether all or any part of the present or future cost and expense for relocation, removals and/or abandonment of the Relocation Work is reimbursable, and to obtain a refund for such Work.
2. **TERM.** This Agreement shall become effective on the Effective Date in accordance with Section 6 herein.
3. **INDEMNIFICATION.**
 - a. Veolia hereby assumes any and all risk of loss or damage to the Township property or injury to or death (including wrongful death) of persons caused by the performance of the Relocation Work that is solely performed by Veolia (outside of work performed by the Township for Veolia, if any), including without limitation, loss, damage or claims due to the release of hazardous and/or toxic wastes or substances, to the extent caused by or resulting from or arising out of the acts or omissions by Veolia, except that Veolia shall not be responsible for pre-existing conditions. Veolia shall indemnify and save harmless the Township, its Commissioners, officers, agents, and employees, and each of them, from and against any and all claims, suits and demands of third persons, including but not limited to those for death, personal injuries, or property damages, caused by Veolia’s performance of the Relocation Work or out of any of the acts or omissions of Veolia, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees, and other persons acting as agents for Veolia.

b. The Township hereby assumes any and all risk of loss or damage to Veolia property or injury to or death (including wrongful death) of persons caused by the performance of the Relocation Work that is solely performed by the Township (outside of work performed by Veolia), including without limitation, loss, damage or claims due to the release of hazardous and/or toxic wastes or substances, to the extent caused by or resulting from or arising out of the acts or omissions by the Township, except that the Township shall not be responsible for pre-existing conditions. The Township shall indemnify and save harmless Veolia, its officers, agents, and employees, and each of them, from and against any and all claims, suits and demands of third persons, including but not limited to those for death, personal injuries, or property damages, caused by the Township's performance of the Relocation Work or out of any of the acts or omissions of the Township, its Commissioners, officers, employees, agents, representatives, contractors, customers, guests, invitees, and other persons acting as agents for the Township.

c. Nothing contained herein shall be deemed to indemnify any party hereto against its own negligence.



d. Nothing about this Agreement is intended to abrogate the governmental immunity and limitations otherwise afforded to the Township under 42 P.S. § 8541.

4. **LIMITATIONS ON LIABILITY.** Notwithstanding the form (e.g., contract, negligence or otherwise) in which any legal or equitable action may be brought against Veolia by the Township under this Agreement, Veolia will in no event be liable to the Township for any amounts that exceed the estimated costs of the Relocation Work that may become due under this Agreement. This limitation does not apply to any claim of fraud, willful misconduct or gross negligence.

5. **INSURANCE.** During the Term, Veolia will carry, or cause its contractors, consultants conducting the Relocation Work to carry, commercial general liability and worker's compensation insurance for all of its employees working on the Property in accordance with the laws of the Commonwealth of Pennsylvania, where applicable, or in accordance with commercially reasonable amounts. If the Township conducts any portion of the Relocation Work, this Insurance provision shall also apply to the Township.

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 the Montour County Court of Common Pleas 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, 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. **NO THIRD PARTY RIGHTS.** Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interests unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.
9. **NO PERSONAL LIABILITY.** Neither the Board of Supervisors, employed professionals, employees, successors, and assigns of the Township, nor the directors, officers, and employees of Veolia nor any of them, nor any officer, agent or employee thereof shall be charged personally with any liability or held liable under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof.
10. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure 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. However, Veolia shall have the right, upon notice to the Township, to assign this Agreement to any parent, subsidiary or affiliate of Veolia, or to any person, firm or corporation which shall control or be under the control of Veolia, or any corporation into which Veolia may be merged or consolidated or which purchases all or substantially all of the assets of Veolia.
11. **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 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.
12. **ENTIRE AGREEMENT.** 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.
13. **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. The failure of a party to insist at any time upon the strict performance of any covenant or agreement herein or to exercise any option, right, or power of remedy contained in this Agreement, shall not be construed as a waiver or a relinquishment thereof for the future.

14. SEVERABILITY. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. TITLES NOT CONTROLLING. Titles of Sections are for referential convenience only, and shall not be used to construe the language in this Agreement.
16. RECITALS. The recitals set forth at the outset of this Agreement, as well as any schedules, and/or exhibit attached hereto are incorporated herein by reference and deemed a part of this Agreement as if fully set forth in the body hereof.
17. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The exchange of counterparts of this Agreement or signature pages hereof by the Parties hereto by means of facsimile transmission or by electronic mail transmission (.pdf format) which shall contain authentic reproductions of signatures, or by electronic signature, shall constitute a valid exchange of this Agreement with the same force and effect as an original and shall be binding upon the Parties hereto.
18. CONSTRUCTION. This Agreement is a result of negotiations by and between the Parties. The Parties acknowledge and agree that both Parties shall be deemed to have drawn this Agreement to avoid any negative inference or construction against the drafter.

[Signature Pages to Follow]

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

VEOLIA WATER PENNSYLVANIA INC.

By: 
Name: Lorry Financum
Title: Regional President

MAHONING TOWNSHIP

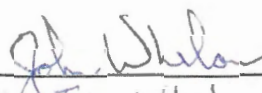
By: 
Name: John Whelan
Title: Board Chairman



Exhibit "A"

VEOLIA WATER PENNSYLVANIA INC.
PROJECT COST ESTIMATE

PROJECT NUMBER: C24D711
PROJECT NAME: Academy Av & Bloom Road
DATE: 3/23/2025
TOTAL LF: 365
PREPARED BY: BBD

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| | TOTAL | COMMENTS |
|------------------------------------|-------------------|----------|
| 1. Design & Survey | \$ 3,000 | |
| 2. Permits | \$ 1,000 | |
| 3. Contractor Costs | \$ 59,690 | |
| 4. Material Costs | \$ 33,488 | |
| 5. Paving | | |
| 6. Company Labor | \$ 15,000 | |
| TOTAL PROJECT COST ESTIMATE | \$ 112,177 | |