



HISTORIC
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AGENDA
BELLEFONTE BOROUGH AUTHORITY
Meeting of Tuesday, May 6th, 2025 at 6:00 PM
In-person
The Oak Room, 301 North Spring Street

6:00 PM - CALL MEETING TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

Mr. Beigle	Mr. Falcone
Mr. Brown	Mr. Halderman
Mr. DeLotto	Mr. Johnson
Mr. Eaton	

APPROVAL OF MINUTES: April 1st, 2025

ADDITIONS TO THE AUTHORITY MEETING AGENDA

In accordance with Act 65 of 2021, If a matter is not on the Agenda, the Authority cannot take official action on it with some exceptions. The Authority can act on matters relating to potential or real emergencies. The Authority may add a matter of agency business to its agenda through majority vote. The Authority should state the reason why the action item is being added to the Agenda. **The Authority may vote to add an action item(s) to the agenda**

COMMUNICATIONS ORAL/Public Comment:

Please sign in and state your name and address and what you are speaking about. Please try to limit comments to three minutes maximum.

COMMUNICATIONS WRITTEN:

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FINANCE COMMITTEE REPORT:

Budget v. Actual March 2025

ENGINEER REPORT:

Jean Ryan, Barton and Loguidice

REPORTS – SEWER:

Superintendent's Report April 2025

REPORTS – WATER:

Superintendent's Report April 2025

OLD BUSINESS:

Big Spring Cover Options – must select a concept for cost estimates, time tables, approvals, etc.

Masonry Work at Big Spring - updates

Tour of UAJA biosolid facility – schedule when the weather is better
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Tour of Niagara Bottling Plant – schedule when the weather is better
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Act 57 Study – Tap Fees for the Corning Line.

Review of current Rules and Regulations. Staff will try to review the regulations and provide markups to the Authority.

Management Agreement between Bellefonte Borough and Bellefonte Authority, March 11, 2003.

Spring-Benner-Walker Joint Authority (SBWJA) Sewer Service Agreement with Bellefonte Borough, November 30, 1976.
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Authority Email Addresses- Email addresses for Authority members are being created. A domain has been purchased, and the Borough's IT company is working on creating the individual email account. FYI. No Authority action is requested.
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Bulk Water Billing Memo. FYI. No Authority action is requested.
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Bellefonte Consumer Confidence Report (CCR) and a list of contaminants tested. FYI. No Authority action is requested.
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NEW BUSINESS:

Daily Water withdrawal April 2025. FYI. No Authority action is requested.
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AROUND THE ROOM:

Motion to Adjourn: _____ Second: _____ ADJOURNED @: _____

**BELLEFONTE BOROUGH WATER AUTHORITY
MEETING MINUTES
REGULAR MEETING**

**April 1, 2025 – 6 p.m.
301 N. Spring Street, Suite 200
Bellefonte, PA 16823
www.bellefonte.net**

CALL TO ORDER

The meeting was called to order April 1, 2025 at 6 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL Authority members present:

Mr. Joe Beigle	Mr. Joe Falcone
Mr. Greg Brown	Mr. Frank (Buddy) Halderman
Mr. Dan DeLotto	Mr. Doug Johnson
Mr. Jon Eaton	

Staff

Mr. Ralph Stewart, Secretary
Mr. Frank Noll, WWTP Superintendent
Mr. Shannon Struble, WWTP Assistant Superintendent
Mr. Matt Auman, Public Works Superintendent
Ms. Julie Brooks, Public Works Assistant Superintendent

Engineer Ms. Jean Ryan via Zoom

Guests Mr. Rick Jacobs

MINUTES

A motion was made by Johnson and seconded by Falcone to approve the minutes from March 4, 2025. No discussion. Motion carried.

ADDITIONS TO AGENDA

NONE

PUBLIC COMMENT/COMMUNICATIONS- ORAL

NONE

COMMUNICATIONS (Written)

Email response from PA DEP regarding Riparian Zone Requirements for NPDES permits. This email is listed as OLD BUSINESS.

FINANCIALS (Mr. Falcone)

Budget v. Actual January and February 2025

ENGINEER'S REPORT (Jean Ryan, Barton and Loguidice)

SEWER REPORT (Superintendent - Frank)

The Superintendent highlighted the details of various projects and repairs completed in March 2025.

Bulk Water sales for March

WATER REPORT (Matt)

Details were offered regarding projects and repairs completed in March 2025.

- Lots

OLD BUSINESS

Water Masonry Work at Big Spring – updates

Authority work session held on March 18th to discuss two items: Bellefonte Waterfront Associates using a portion of Authority-owned wetlands to satisfy their NPDES permit requirements and; Big Spring Wells project and other options.

Big Spring Wells Concept Option. Call for a motion to discontinue consideration of using wells concept for the Big Spring improvements. Further study of the underground water flow is considered beneficial and may be approved by the Authority via a consultant Agreement with Dr. Richard Parizek.

Mr. Johnson motioned and Mr. Falcone seconded to discontinue consideration of using wells concept for the Big Spring improvements. If/when a development occurs in the expanded area of Talleyrand Park, primarily the Zone 1 area (for drinking water sources), the Authority will insist that underground water modeling be conducted to ensure no detriment to the Big Spring water flow or Zone 1 will occur. Motion carried.

Bellefonte Waterfront Property National Pollutant Discharge Elimination System (NPDES) Permit. Owners notified staff that they had inadvertently left their NPDES permit expire. Riparian zone regulations near waterways had changed after the permit was originally issued. The regulations allow for property located elsewhere to be substituted. The Authority owns an approx. 8-acre parcel next to the Wastewater Treatment Plant that is now considered wetlands.

- A portion of this property could be designated as the riparian zone for the Bellefonte Waterfront Project. PA DEP has responded via email as to what is allowed for a riparian zone set-aside.
- The owners of the Bellefonte Waterfront property are asking if the Authority would approve a portion (approx. 4 acres) of the property to be used as the designated Riparian Zone. A deed restriction or covenant with boundary lines is required.
- The Authority may take action on this request to state their interest or non-interest.

Mr. DeLotto motioned and Mr. Johnson seconded to allow a covenant/easement to be applied to four of the eight acres on a parcel adjacent to the east side of the Bellefonte Wastewater Treatment Plant, to be used as a riparian zone set aside for the Waterfront project as described. Motion carried.

Tour of UAJA biosolid facility – schedule when weather is better

Tour of Niagara bottling plant – schedule when weather is better

Act 57 Study – Tap Fees for the Corning Line. The previous study is included.

Review of current Rules and Regulations. Staff will try to review the regulations and provide mark ups to the Authority.

NEW BUSINESS

Daily Water withdrawal March 2025.

Ralph is retiring from the Borough. His last day in the office will be Friday, March 28th. Ralph has expressed an interest in staying on as Authority Secretary to help with the transition.

Mr. Johnson motioned and Mr. Eaton seconded to consider continuing Ralph's appointment as Authority Secretary until the Authority or Ralph gives notice of discontinuance. Motion carried.

ADJOURNMENT

Mr. Eaton motioned and DeLotto seconded to adjourn tonight's meeting. No discussion. Motion carried. The meeting adjourned at 7:10 pm.

BUDGET VS ACTUAL

Borough of Bellefonte

For 3/31/2025

WATER	Y-T-D Actual	Annual Budget	Variance	Percent of Budget
Revenues				
341.010.000 INTEREST INCOME - CKG, SVGS	1,752.95	250.00	(1,502.95)	(701.18) 0000
341.020.000 INTEREST-SWEEP ACCT	11,089.82	48,000.00	36,910.18	(23.10)
342.401.000 RENTAL INCOME-SHENTEL	2,000.00	6,000.00	4,000.00	(33.33)
378.000.000 WATER COLLECTIONS REVENUE	362,896.61	1,519,545.00	1,156,648.39	(23.88)
378.001.000 SALE OF BULK WATER REVENUE	591.30	59,000.00	58,408.70	(1.00)
378.002.000 CW LINE CAPITAL PROJECTS REV	3,858.89	13,700.00	9,841.11	(28.17)
378.122.000 BULK WATER REV-NIAGARA-HOWARD PLANT	1,553.10	68,000.00	66,446.90	(2.28)
378.700.000 BULK WATER REVENUE-MILESBURG	4,598.16	45,000.00	40,401.84	(10.22)
378.901.000 METER/PIT/ETC SALES REVENUE	438.26	3,000.00	2,561.74	(14.61)
378.903.000 VACANCY APPLICATION REVENUE	90.00	250.00	160.00	(36.00)
378.904.000 WATER ON/OFF FEE REVENUE	0.00	120.00	120.00	0.00
378.905.000 SERVICES PROVIDED BY WATER DEP	0.00	400.00	400.00	0.00
378.906.000 POSTING FEE REVENUE	0.00	400.00	400.00	0.00
383.400.000 CAPACITY FEES & ASSESSMENT REV	2,661.56	15,180.00	12,518.44	(17.53)
389.000.000 MISCELLANEOUS REVENUE	1,550.59	50.00	(1,500.59)	(3,101.18) over - sakof scrap metal
389.003.000 FEE REVENUE	0.00	20.00	20.00	0.00
391.100.000 SALE OF FIXED ASSETS REVENUE	0.00	1,000.00	1,000.00	0.00
392.095.000 TRANSFER IN FROM CAPITAL PROJ	0.00	651,000.00	651,000.00	0.00
Total Revenues	393,081.24	2,430,915.00	2,037,833.76	(16.17)

Bellefonte Authority Packet May 6, 2025

Expenses				
448.112.000 SALARY EXPENSE	141,311.10	428,000.00	286,688.90	33.02
448.180.000 OVERTIME WAGES EXPENSE	5,327.83	30,000.00	24,672.17	17.76
448.191.000 WORKBOOTS EXPENSE	2,800.00	2,400.00	(400.00)	116.67 0000
448.192.000 SOCIAL SECURITY EXPENSE	10,953.60	35,000.00	24,046.40	31.30
448.193.000 ENROLLMENT/ADMIN EXP-RETIREMEN	0.00	175.00	175.00	0.00
448.196.000 HEALTH INSURANCE EXPENSE	27,633.44	35,000.00	7,366.56	78.95
448.197.000 RETIREMENT EXPENSE	0.00	38,000.00	38,000.00	0.00
448.198.000 HEALTH CARE EXPENSE - IN HOUSE	2,505.48	6,500.00	3,994.52	38.55
448.199.000 LIFE INSURANCE EXPENSE	314.43	920.00	605.57	34.18
448.210.000 OFFICE SUPPLIES EXPENSE	144.94	900.00	755.06	16.10
448.215.000 POSTAGE EXPENSE	116.67	2,600.00	2,483.33	4.49
448.221.000 CHEMICAL EXPENSE	3,952.50	27,000.00	23,047.50	14.64
448.231.000 FUEL EXPENSE	2,136.94	12,750.00	10,613.06	16.76
448.238.000 CLOTHING & UNIFORM EXPENSE	217.00	3,100.00	2,883.00	7.00
448.246.000 REPAIR/MAINT/MISC SUPP EXP	11,221.69	27,500.00	16,278.31	40.81
448.249.000 COMPUTER SOFTWARE EXPENSE	2,919.64	11,750.00	8,830.36	24.85
448.251.000 VEHICLE & EQUIP MAINT EXP	1,836.15	28,500.00	26,663.85	6.44
448.253.000 REPAIRS TO WATER SYSTEM EXP	6,647.28	70,000.00	63,352.72	9.50
448.254.000 PUMP MAINT/REPAIRS EXPENSE	864.50	3,500.00	2,635.50	24.70
448.255.000 WATER METER MAINT/REPLACE EXP	5,292.36	340,000.00	334,707.64	1.56
448.260.000 TOOLS & MINOR EQUIPMENT EXP	49.97	5,000.00	4,950.03	1.00

BUDGET VS ACTUAL Borough of Bellefonte For 3/31/2025

	Y-T-D Actual	Annual Budget	Variance	Percent of Budget
WATER				
448.311.000 AUDIT EXPENSE	0.00	7,100.00	7,100.00	0.00
448.313.000 ENGINEERING EXPENSE	0.00	35,000.00	35,000.00	0.00
448.314.000 LEGAL EXPENSE	0.00	4,000.00	4,000.00	0.00
448.316.000 WATER TESTING EXPENSE	1,319.20	11,000.00	9,680.80	11.99
448.317.000 DATA PROCESSING EXPENSE	520.41	1,700.00	1,179.59	30.61
448.318.000 SERVICE AGREEMENT EXPENSE	0.00	3,600.00	3,600.00	0.00
448.319.000 PEST CONTROL EXPENSE	184.00	1,200.00	1,016.00	15.33
448.320.000 IT SERVICES EXPENSE	716.00	5,000.00	4,284.00	14.32
448.321.000 TELEPHONE EXPENSE	963.32	5,300.00	4,336.68	18.18
448.324.000 CELL PHONE/IPAD EXPENSE	988.11	3,900.00	2,911.89	25.34
448.325.000 INTERNET EXPENSE	1,479.47	7,750.00	6,270.53	19.09
448.329.000 SCADA SYSTEM EXPENSE	0.00	9,500.00	9,500.00	0.00
448.331.000 TRAVEL EXPENSE	0.00	50.00	50.00	0.00
448.341.000 ADVERTISING EXPENSE	47.96	350.00	302.04	13.70
448.342.000 PRINTING EXPENSE	0.00	500.00	500.00	0.00
448.344.000 COPY EXPENSE	98.88	275.00	176.12	35.96
448.351.000 COMMERCIAL INS EXPENSE	21,000.00	41,000.00	20,000.00	51.22
448.354.000 WORKERS COMP INS EXPENSE	6,000.00	17,750.00	11,750.00	33.80
448.361.000 ELECTRICITY EXPENSE	43,175.80	218,500.00	175,324.20	19.76
448.362.000 HEATING OIL EXP - PUMP HOUSE	1,081.59	3,500.00	2,418.41	30.90
448.375.000 PREVENTATIVE MAINTENANCE EXP	0.00	20,000.00	20,000.00	0.00
448.376.000 MAINT OF PUMP HOUSES EXPENSE	265.20	3,000.00	2,734.80	8.84
448.377.000 MAINTENANCE OF RESERVOIR EXP	255.00	21,000.00	20,745.00	1.21
448.378.000 MAINT OF STREETS EXPENSE	0.00	35,000.00	35,000.00	0.00
448.384.000 EQUIPMENT RENTAL EXPENSE	0.00	1,000.00	1,000.00	0.00
448.420.000 DUES/MEMBERSHIP/SUB EXP	100.00	1,000.00	900.00	10.00
448.450.000 CONTRACTED SERVICES EXPENSE	8,330.50	15,500.00	7,169.50	53.75
448.460.000 TRAINING/MEETING EXPENSE	1,000.00	4,200.00	3,200.00	23.81
448.470.000 CDL/OTHER LICENSE EXPENSE	0.00	225.00	225.00	0.00
448.471.000 DRUG TESTING EXPENSE	0.00	350.00	350.00	0.00
448.473.000 OPERATORS LICENSE FEE EXP	0.00	120.00	120.00	0.00
448.474.000 REPAIRS TO PERSONAL PROP EXP	0.00	1,000.00	1,000.00	0.00
448.475.000 OTHER FEES EXPENSE	2,550.00	11,000.00	8,450.00	23.18
448.478.000 SALES TAX EXPENSE	0.00	250.00	250.00	0.00
448.700.000 CAPITAL EXPENDITURES	9,288.56	402,000.00	392,711.44	2.31
448.701.000 CAPITAL EXPENDITURE-WATER LINE	0.00	315,000.00	315,000.00	0.00
492.001.000 TRANSFER TO GENERAL FUND	25,000.00	100,000.00	75,000.00	25.00
492.095.000 TRANSFER TO CAPITAL PROJECTS	0.00	14,700.00	14,700.00	0.00
Total Expenses	350,609.52	2,430,915.00	2,080,305.48	14.42
Net Income	\$ 42,471.72 \$	0.00 \$	(42,471.72) \$	0.00

not income

lm

WATER FUND

<u>Cash Balances @ 3/31/25</u>	
checking	\$464,831.90
sweep account	\$1,075,552.18

<u>Balance in Capital Projects Fund @ 3/31/25</u>	
water	\$1,263,694.66
corning water	\$159,550.00

BUDGET VS ACTUAL

Borough of Bellefonte

For 3/31/2025

SEWER	Y-T-D Actual	Annual Budget	Variance	Percent of Budget
Revenues				
341.005.000 INTEREST INCOME-MONEY MARKET	15,474.61	47,000.00	31,525.39	(32.92)
341.010.000 INTEREST INCOME - CKG, SVGS	1,224.71	175.00	(1,049.71)	(699.83) <i>OWA</i>
364.110.000 SEWER COLLECTION REVENUE	472,170.39	1,847,000.00	1,374,829.61	(25.56)
364.111.000 SEWER CAPITAL IMPROVEMENTS REV	0.00	15,000.00	15,000.00	0.00
364.171.000 SURCHARGE REVENUE	495.08	1,200.00	704.92	(41.26)
364.172.000 PRETREATMENT REVENUE	0.00	2,800.00	2,800.00	0.00
364.174.000 WASTE DISPOSAL REVENUE	12,761.90	84,000.00	71,238.10	(15.19)
364.180.000 BULK WATER LOADS REVENUE	98.00	2,500.00	2,402.00	(3.92)
364.901.000 BULK HAULING PERMIT REVENUE	0.00	120.00	120.00	0.00
364.904.000 CAPITAL IMPROVEMENTS-SBW	0.00	241,500.00	241,500.00	0.00
364.905.000 OPERATING SPRING,BENNER,WALKER	0.00	1,763,200.00	1,763,200.00	0.00
399.001.000 USE OF RESERVES	0.00	47,685.00	47,685.00	0.00 <i>bud. # only</i>
Total Revenues	502,224.69	4,052,180.00	3,549,955.31	(12.39)

Expenses

429.112.000 SALARY EXPENSE-FACILITY	171,727.48	782,500.00	610,772.52	21.95
429.112.A00 SALARY EXPENSE-SYSTEM	0.00	57,500.00	57,500.00	0.00
429.180.000 OVERTIME WAGES EXPENSE-FAC	8,701.11	35,000.00	26,298.89	24.86
429.180.A00 OVERTIME WAGES EXPENSE-SYS	0.00	1,500.00	1,500.00	0.00
429.191.000 WORKBOOTS EXPENSE	4,000.00	4,800.00	800.00	83.33
429.192.000 SOCIAL SECURITY EXPENSE-FAC	13,349.96	62,500.00	49,150.04	21.36
429.192.A00 SOCIAL SECURITY EXPENSE-SYS	0.00	4,500.00	4,500.00	0.00
429.193.000 ENROLLMENT/ADMIN EXP-RETIREMEN	0.00	210.00	210.00	0.00
429.196.000 HEALTH INSURANCE EXPENSE-FAC	59,245.32	205,000.00	145,754.68	28.90
429.196.A00 HEALTH INS EXPENSE-SYSTEM	3,069.96	7,750.00	4,680.04	39.61
429.197.000 RETIREMENT EXPENSE-FAC	0.00	75,000.00	75,000.00	0.00
429.197.A00 RETIREMENT EXPENSE-SYSTEM	0.00	5,900.00	5,900.00	0.00
429.198.000 HEALTH CARE EXPENSE - IN HOUSE	259.62	10,150.00	9,890.38	2.56
429.199.000 LIFE INSURANCE EXPENSE-FAC	420.81	1,950.00	1,529.19	21.58
429.199.A00 LIFE INS EXPENSE-SYSTEM	0.00	125.00	125.00	0.00
429.210.000 OFFICE SUPPLIES EXP - FACILITY	75.00	1,100.00	1,025.00	6.82
429.210.A00 OFFICE SUPPLIES EXPENSE - SYSTEM	141.52	150.00	8.48	94.35
429.215.000 POSTAGE EXPENSE - FACILITY	0.00	200.00	200.00	0.00
429.215.A00 POSTAGE EXPENSE-SYSTEM	116.66	1,500.00	1,383.34	7.78
429.217.000 SHIPPING FEES EXP-FAC	137.18	150.00	12.82	91.45
429.217.A00 SHIPPING FEES EXP-SYS	0.00	25.00	25.00	0.00
429.221.000 CHEMICAL EXPENSE	36,766.44	245,000.00	208,233.56	15.01
429.225.000 LABORATORY SUPPLIES EXPENSE	1,006.38	7,000.00	5,993.62	14.38
429.231.000 FUEL EXPENSE - FACILITY	1,347.95	7,000.00	5,652.05	19.26
429.231.A00 FUEL EXPENSE - SYSTEM	0.00	1,500.00	1,500.00	0.00
429.238.000 CLOTHING & UNIFORM EXPENSE	389.80	4,750.00	4,360.20	8.21
429.248.000 COMPUTER SOFTWARE EXPENSE-FAC	570.38	1,200.00	629.62	47.53

BUDGET VS ACTUAL

Borough of Bellefonte

For 3/31/2025

SEWER	Y-T-D Actual	Annual Budget	Variance	Percent of Budget
429.248.A00 COMPUTER SOFTWARE EXPENSE-SYS	2,349.27	8,400.00	6,050.73	27.97
429.249.000 MATERIALS & SUPPLIES EXPENSE - FAC	87.12	2,000.00	1,912.88	4.36
429.249.A00 MATERIALS & SUPPLIES EXP - SYSTEM	0.00	3,000.00	3,000.00	0.00
429.251.A00 VEHICLE MAINT EXP - SYSTEM	0.00	1,000.00	1,000.00	0.00
429.252.000 EQUIPMENT MAINT EXP - FAC	63,753.15	190,000.00	126,246.85	33.55
429.252.A00 EQUIPMENT MAINT EXP - SYS	0.00	10,000.00	10,000.00	0.00
429.257.000 FACILITY MAINTENANCE EXPENSE	0.00	31,000.00	31,000.00	0.00
429.258.A00 SYSTEM MAINTENANCE EXPENSE	7,980.04	31,000.00	23,019.96	25.74
429.260.000 MINOR EQUIPMENT EXPENSE-FAC	89,112.00	30,000.00	(59,112.00)	297.04
429.260.A00 MINOR EQUIPMENT EXP - SYSTEM	0.00	4,000.00	4,000.00	0.00
429.276.000 SERVICE CONTRACT EXP - FAC	1,118.12	1,500.00	381.88	74.54
429.310.A00 I & I EXPENSE - SYSTEM	5,128.01	34,000.00	28,871.99	15.08
429.311.000 AUDIT EXPENSE	0.00	30,000.00	30,000.00	0.00
429.313.000 ENGINEERING EXPENSE - FACILITY	0.00	8,800.00	8,800.00	0.00
429.313.A00 ENGINEERING EXPENSE - SYSTEM	14,452.00	100,000.00	85,548.00	14.45
429.314.000 LEGAL EXPENSE-FACILITY	0.00	500.00	500.00	0.00
429.314.A00 LEGAL EXPENSE - SYSTEM	120.00	3,000.00	2,880.00	4.00
429.316.000 ANALYTICAL TESTING EXP	1,790.50	3,100.00	1,309.50	57.76
429.317.000 DATA PROCESSING EXPENSE	4,360.90	47,500.00	43,139.10	9.18
429.319.000 PEST CONTROL EXPENSE	109.50	1,475.00	1,365.50	7.42
429.320.000 IT SERVICES EXPENSE-FAC	88.00	575.00	487.00	15.30
429.320.A00 IT SERVICES EXPENSE-SYSTEM	923.00	9,500.00	8,577.00	9.72
429.321.000 TELEPHONE EXPENSE-FACILITY	0.00	250.00	250.00	0.00
429.321.A00 TELEPHONE EXPENSE-SYSTEM	240.16	2,000.00	1,759.84	12.01
429.324.000 CELL PHONE/TABLET EXPENSE-FACILITY	160.12	1,750.00	1,589.88	9.15
429.324.A00 CELL PHONE EXPENSE - SYSTEM	494.86	3,000.00	2,505.14	16.50
429.325.000 INTERNET EXPENSE	0.00	180.00	180.00	0.00
429.331.000 TRAVEL EXPENSES-FACILITY	509.93	2,250.00	1,740.07	22.66
429.331.A00 TRAVEL EXPENSES-SYSTEM	0.00	25.00	25.00	0.00
429.341.000 ADVERTISING EXPENSE	0.00	25.00	25.00	0.00
429.342.000 PRINTING EXPENSE - FACILITY	324.06	500.00	175.94	64.81
429.342.A00 PRINTING EXPENSE - SYSTEM	0.00	200.00	200.00	0.00
429.344.000 COPY EXPENSE-FACILITY	0.00	300.00	300.00	0.00
429.344.A00 COPY EXPENSE - SYSTEM	0.00	300.00	300.00	0.00
429.350.000 INSURANCE EXPENSE	0.00	100.00	100.00	0.00
429.351.000 COMMERCIAL INSURANCE EXPENSE	0.00	2,300.00	2,300.00	0.00
429.354.000 WORKERS COMP INS EXP-FACILITY	11,000.00	66,000.00	55,000.00	16.67
429.354.A00 WORKER'S COMP INS EXP-SYSTEM	6,570.00	31,200.00	24,630.00	21.06
429.361.000 ELECTRICITY EXPENSE	0.00	2,250.00	2,250.00	0.00
429.362.000 NATURAL GAS EXPENSE	63,456.60	338,750.00	275,293.40	18.73
429.374.000 COPIER RENTAL/MAINT EXP	5,735.21	10,500.00	4,764.79	54.62
429.378.A00 MAINT OF STREETS EXP - SYSTEM	220.00	1,400.00	1,180.00	15.71
429.384.000 EQUIPMENT RENTAL EXP-FACILITY	0.00	18,000.00	18,000.00	0.00
429.384.A00 EQUIPMENT RENTAL EXP-SYSTEM	0.00	2,500.00	2,500.00	0.00
429.399.000 LEASE PAYMENT EXP-FAC	0.00	500.00	500.00	0.00
429.420.000 DUES/ MEMBERSHIPS/SUB EXP-FAC	3,301.41	13,205.00	9,903.59	25.00
429.420.A00 SUBSCRIPTION EXP-SYSTEM	100.00	550.00	450.00	18.18
	0.00	30.00	30.00	0.00

BUDGET VS ACTUAL

Borough of Bellefonte

For 3/31/2025

SEWER	Y-T-D Actual	Annual Budget	Variance	Percent of Budget
429.450.000 CONTRACTED SERVICES EXP - FAC	0.00	3,000.00	3,000.00	0.00
429.450.A00 CONTRACTED SERVICES EXP - SYSTEM	0.00	15,000.00	15,000.00	0.00
429.460.000 TRAINING EXPENSE	395.00	17,000.00	16,605.00	2.32
429.469.000 BIOSOLIDS RECYCLING EXPENSE	18,667.80	71,000.00	52,332.20	26.29
429.470.000 CD/OTHER LICENSE EXPENSE	0.00	1,500.00	1,500.00	0.00
429.471.000 DRUG TESTING EXPENSE	0.00	200.00	200.00	0.00
429.472.000 PERMIT FEES EXPENSE	0.00	4,000.00	4,000.00	0.00
429.473.A00 OPERATORS LICENSE EXP-FAC	290.00	1,000.00	710.00	29.00
429.473.A00 OPERATORS LICENSE EXP-SYS	120.00	180.00	60.00	66.67
429.475.A00 REPAIRS TO PERSONAL PROP EXP-SYS	0.00	2,000.00	2,000.00	0.00
429.476.000 OTHER FEES EXPENSE	146.53	1,100.00	953.47	13.32
429.480.000 MISCELLANEOUS EXPENSE-FACILITY	34,661.14	0.00	(34,661.14)	0.00
429.700.C00 CAPITAL EXPENDITURES - FACILITY	13,687.40	575,000.00	561,312.60	2.38
429.905.000 MISCELLANEOUS EXPENSE-FAC	0.00	50.00	50.00	0.00
472.403.A00 PENN WORKS LOAN EXP - PRINCIPAL	0.00	332,205.00	332,205.00	0.00
472.404.A00 PENN WORKS LOAN EXP - INTEREST	4,367.01	14,985.00	10,617.99	29.14
472.405.A00 RELIANCE LOAN EXP - PRINCIPAL	0.00	62,455.00	62,455.00	0.00
472.406.A00 RELIANCE LOAN EXP - INTEREST	1,554.19	5,900.00	4,345.81	26.34
472.411.A00 NORTHWEST LOAN #3892 PRINCIPAL	0.00	175,130.00	175,130.00	0.00
472.412.A00 NORTHWEST LOAN #3892 INTEREST	18,541.47	73,000.00	54,458.53	25.40
475.000.A00 TRUSTEE FEE EXPENSE	0.00	1,100.00	1,100.00	0.00
492.001.B00 TRANSFER TO GENERAL FUND	0.00	140,000.00	140,000.00	0.00
492.095.B00 TRANSFER TO CAPITAL PROJ FUND	0.00	15,000.00	15,000.00	0.00
Total Expenses	677,240.07	4,052,180.00	3,374,939.93	16.71
Net Income	\$ (175,015.38)\$	0.00 \$	175,015.38 \$	0.00

net
1055

dm

SEWER FUND

Cash Balances @ 3/31/25

checking	\$279,885.43
money market	\$1,527,293.03

Loan Balances @ 3/31/25

Reliance	\$176,868.95
Northwest	\$2,750,121.59
PennWorks	\$818,418.31

Balance in Capital Projects Fund @ 3/31/25

\$209,100.00

Bellefonte Borough Authority Meeting May 6th 2025 WWTP Report

Bulk Water sales for the month of April were approx. 256,400 gals.

4/1/25 – Contacted Pace Lab about sending documentation for a past hold time non-compliance needed for the March eDMR filing. Installed solar pole lighting for S.A.S. & E.Q. digester walkways.

4/2/25 Maintenance replaced the rubber scraper on Mag Drum #2 along with the scraper arm on the high conveyor at the press.

4/4/25 – Hach technician on site for probe & Phosphax maintenance. – Contacted DEP WQS about getting an updated eDMR Daily Effluent supplement sheet w/Total metals & E. Coli.

4/10/25 – Plant operator Jon Huss received notification of passing the requirements for certification. – Maintenance installed solar lights for the E.Q. basin & S.A.S. walkways.

4/15/25 – Completed spreading of 315 wet tons at the Weaver farm (April). Spread 438 wet tons more later in April on the Spicer Family farm.

4/17/25 – Jean from B&L on site discussing Industrial pretreatment permitting & some billing questions plus upcoming projects.

4/21/25 – Filed the March eDMR report with DEP.

4/24/25 – Maintenance repaired a hydraulic line on the Bobcat skid steer & also repaired a broken u joint on the John Deere PTO shaft.

4/29/25 – Cleared with all parties involved the adjustment to CCCF sampling and billing schedule being moved to calendar quarters, processed and submitted to Lori M. – Met with representatives from Suburban Labs and preliminarily agreed to switch from Pace Labs. – Received notification of an upcoming EPA affiliated Industrial Pretreatment Program audit tentative for May 20th and 21st. Jean @ B&L notified.

Water Report May 2025

4/2/25	Meeting with G.O.H about Corning water main location (near Rutters)
4/3/25	Repair 2" water main leak @ Hepburn St/ Burnside St (cut/cap 2" extension)
4/4/25	Replace service line @ 429 E. Howard St (our side copper/ customer galvanized)
4/9/25	Dig up and locate 16" valve on Corning water main near Rutters
4/16/25	Replace packing on Pump #1 at Corning Pump House
4/17/25	Replace curb stop @ 519 W, Lamb St (our side copper/ customers plastic)
4/22/25	Repair 4" water main @ 110 W. Beaver St (clamp)
4/22/25	Repair 2" water main @ 1305 Summit Dr
4/22/25	Water main extension for Amazon
4/23/25	Repair 20' of 1 ¼" water main & service line replacement @ 274 Forge Rd (both sides were galvanized, now plastic)
4/24/25	Water shut offs
4/25/25	Water on @ Parks, Jett sewer @ 325 E. Burnside St
4/28/25	Clean up 3 trees that fell around Burnside St Pump House

Marked 64 PA-1 Calls

Installed 91 water meters (87) replacements (4) new construction

Niagara Filling Station 486,000 gallons

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT, dated this 11th day of March, 2003, but effective as provided later herein, by and between **THE BELLEFONTE BOROUGH AUTHORITY**, a municipal Authority of the Commonwealth of Pennsylvania (the "Authority"), and **THE BOROUGH OF BELLEFONTE**, Centre County, Pennsylvania, a municipal corporation of the Commonwealth of Pennsylvania (the "Borough" or the "Managing Agent")

WHEREAS, The Authority is the owner of a water storage, transmission and distribution system the "Water System" serving customers in the Borough of Bellefonte, Spring, Township, Benner Township, and College Township, Centre County, Pennsylvania, and

WHEREAS, The Borough has extensive knowledge and experience pertaining to the Water System, and has shown that it has the ability to manage and maintain the Water System in an effective and economic manner based upon many years of experience in operating the Water System pursuant to a leaseback arrangement between the Borough and the Authority; and

WHEREAS, the Borough has filed application with the Commonwealth of Pennsylvania, Public Utility Commission, for the abandonment and discontinuance of water service by the Borough; and

WHEREAS, the Authority will become responsible for providing water service to customers of the Water System if the Borough is permitted to abandon and discontinue providing water service; and

WHEREAS, the Borough and the Authority entered into an Interim Management Agreement executed on October 4, 2002, which expressly rescinded all prior leaseback arrangements relating to the water system, as previously entered into by the Authority and the Borough; and

WHEREAS, the Interim Management Agreement was to become effective upon approval by the Commonwealth of Pennsylvania, Public Utility Commission of the Borough's Petition to Abandon and Discontinue Water Service; and

WHEREAS, the Pennsylvania Public Utility Commission entered an Order on November 21, 2002, at Docket No. A-220008F2000 approving the Borough's Application to Abandon Water Service, conditioned upon completion and execution of a final Management Agreement between the Borough of Bellefonte and the Bellefonte Borough Authority; and

WHEREAS, due to the knowledge of the system possessed by the Borough and the economies generated through the use of existing Borough personnel the Authority has determined that the public interest would be served if the Authority operated the respective system through the Borough as Managing Agent acting solely as the agent of the Authority with the ultimate responsibility for service remaining with the Authority; and

WHEREAS, the Borough is willing to perform such services as Managing Agent for the Authority upon the terms and conditions hereinafter set forth; and

WHEREAS, The Authority and Borough desire to set forth terms, conditions and provisions which shall govern such management and operation of

the Water System and such performance of other functions with respect to the Water System by the Borough as Managing Agent, on behalf of the Authority.

IN WITNESS WHEREOF, the Authority, as principal, and the Borough, as agent, enter into this Management Agreement intending to be legally bound hereby, do covenant and agree as follows:

1. The Authority engages the Borough as managing agent (the "Manager") to manage and to operate the Water System, comprised of the entire water transmission and distribution system, and to manage, to operate, and to maintain the Water System as herein provided, on behalf of the Authority.

2. The Borough accepts the engagement by the Authority to manage and to operate the Water System in an efficient and economic manner and to perform other functions with respect to the Water System as herein provided, on behalf of the Authority. It shall be the duty of the Borough to manage the Water System in a state of good repair, subject to usual reasonable wear-and-tear. In addition to receiving a management fee as provided by this Management Agreement, the Borough shall be reimbursed for all costs, charges or expenses, whether ordinary or extraordinary, or incurred to indemnify the authority, incurred in the course of managing, operating, maintaining, repairing, or improving the Water System, and supervising, performing and implementing capital projects pertaining thereto, pursuant to the payment and reimbursement provisions set forth in this Management Agreement.

3. In consideration for its services as Managing Agent of the Water System for the Authority, the Borough shall be entitled to receive compensation

as outlined herein. The Borough shall be entitled to charge, and to be paid out of Water System revenues, a management fee. The management fee shall be established annually, by agreement of the Borough and the Authority, as part of the budgeting and rate-setting process established by this Management Agreement. In the event of a dispute regarding any management fee proposed, adopted or rejected during that process, the parties shall submit the dispute to binding mediation for that budget year, without prejudice to the rights of the parties to establish a different management fee amount or formula applicable to future budget years. In addition to the management fee, the Borough shall be entitled to collect and retain for its own purposes and use, monies received from bulk water sale customers, including but not limited to, Milesburg Borough and Aqua Penn Spring Water.

4. Subject to provisions of this Management Agreement, the Borough shall render to, for and on behalf of the Authority the following services:

(a) The general supervision and control of operation and maintenance of the Water System, including the determination, from time to time, during emergency situations, of what shall be required for the proper operation and maintenance, including repair and replacement of the Water System components; and

(b) The general supervision and control of capital projects for expansion, upgrade or replacement of the Water System and components thereof, as recommended from time-to-time by the Borough and approved or authorized by the Authority; and

(c) The calculating, preparing and rendering of all bills or statements for services rendered in connection with the Water System, such bills or statements to be in accordance with the appropriate resolution or resolutions of the Authority in effect, from time to time; and

(d) The receipt and collection of receipts, revenues and money due and payable to the Authority or to the Borough on behalf of the Authority, including that due from delinquent water accounts, from time to time, in connection with the Water System, and the keeping of proper and appropriate records in connection therewith; and

(e) The keeping of proper accounts and records relating to operation and maintenance of the Water System and relating to performance of other functions with respect to the Water System, and the submission to the Authority, of appropriate reports, from time to time, or at such times as may be requested by the Authority; and

(f) The employment of Borough employees, agents or independent contractors, and the control and complete supervision of all persons whose services shall be required, either on a part-time or full-time basis, to operate and to maintain the Water System and to perform other functions with respect to the Water System, including the establishment, determination and negotiations of terms and conditions of employment and wages or salaries of such persons, and including the maintenance of appropriate unemployment compensation and workers compensation insurance and the keeping of records and the making of reports required in connection with the employment of such persons; and

(g) The performance of functions required by any governmental body having jurisdiction with respect to persons employed to perform labor or to render services in connection with operation and maintenance of the Water System and performance of other functions with respect to the Water System, including payroll deductions, transmittal of amounts deducted, filing of reports, submission of statements of earnings and matters of a similar nature; and

(h) The assurance of compliance with all applicable laws, rules, regulations, orders, and directives of any legislative, executive, administrative or judicial body applicable to the operation, maintenance, repair, replacement or expansion of the Water System, including but not limited to actions, negotiations, and/or compromise as may be necessary or advisable to achieve and/or to maintain compliance with permits, orders or directives as issued by the Commonwealth of Pennsylvania, Department of Environmental Protection or any other government agency or court of competent jurisdiction, subject to reimbursement by the Authority; and

(i) The contracting for and the purchase of utilities, supplies, materials, services and insurance required in the proper operation and maintenance of the Water System and in the proper performance of other functions with respect to the Water System, including appropriate insurance policies covering public liability, property damage, errors and omissions and fidelity bonds, which policies shall be in addition to, and not in lieu of, policies of insurance that the Authority may otherwise maintain with respect to the Water System; and

(j) The making of recommendations to the Authority, from time to time, for consideration by the Authority, by resolution or otherwise, with respect to matters relating, in general, to the Water System, including, policies, procedures, rates, fees, charges, and in furtherance thereof, a proposed budget for the Water System. A proposed budget for the Water System shall be prepared by the Borough and submitted to the Authority not less than (30) days prior to the beginning of each fiscal year of the Authority, which shall be the same as the Borough's fiscal year. Upon request by the Authority, the Borough officials will meet with the Authority board to review the proposed budget. Thereafter, the budget shall become effective automatically and without further action, unless the Authority formally adopts a budget for the fiscal year. The Authority will impose such charges as required to meet the budgets approved hereunder; and

(k) The deposit in appropriate funds and accounts established by the Borough, to the credit of the Authority, of all receipts, revenues and money collected by the Borough, in any manner or from any source, on behalf of the Authority, from or in connection with the use and operation of the Water System, separate and apart from other funds of the Borough; and

(l) The preparation and filing of reports and forms relating to the operation and maintenance of the Water System which may be required by any governmental body having jurisdiction; and

(m) The retaining of professional advisers, including without limitation, legal counsel, consulting engineers, auditors, and/or other advisors for the operation of the Water System.

5. The Authority shall, by resolution and with the approval of the Borough, provide for the payment of water rates and other charges in an amount to ensure that there will be sufficient funds to cover all expenses, both ordinary and extraordinary, incurred to operate, repair and maintain the system, which will include without exclusion, administrative, engineering, legal, auditing, insurance expenses, payment for cost of all employees, and, for all repairs that are necessary to maintain and preserve the Water System in good condition and working order. Rates shall also be sufficient to cover any fines, judgments, or costs imposed upon the Water System, the Borough and/or the Authority with respect to ownership, operation, improvement, expansion, maintenance or repair of the Water System and any disputes or claims arising with respect thereto. In the event that the water rates and other charges are insufficient to cover the ordinary and/or extraordinary costs incurred for operating, maintaining, repairing, replacing or improving the Water System, the Authority shall increase such rates and charges accordingly, upon seeking the consultation and approval of the Borough.

6. The Authority covenants and agrees that it shall adopt and at all times maintain water rates and charges which, together with other available revenues of the Authority, shall provide revenues and funds in each year at least

equal to costs, fees, expenses, associated with the Water System and/or this Management Agreement.

7. With the exception of revenues from bulk water sales received by the Borough as part of its compensation for services performed pursuant to this Agreement, the Borough shall, pursuant to any applicable provisions of the Municipal Authorities Act, deposit all other receipts, revenues or other monies received from operation of the Water System pursuant to this Management Agreement in separate and distinct accounts from all other accounts of the Borough. These funds shall be used solely for the purposes of managing and operating the Water System, and for payment of Water System expenses arising pursuant to the provisions of this Management Agreement.

8. Pursuant to the provision of the Municipal Authorities Act of 1945 the Authority will make no borrowings for the Water System without the recommendation and approval of the Borough.

9. The Borough shall keep accurate records of all costs and expenses with respect to operation, maintenance, repair, replacement and expansion of the Water System, and shall retain an independent public accountant to perform an annual audit, the results of which shall be provided to the Authority and the Borough.

10. The Borough shall retain qualified consulting engineers who, at least annually, shall render advice and recommendations to the Borough and the Authority which respect to operation, maintenance, repair, replacement and expansion of the Water System, and any improvements or additions to be made,

as well as advice with respect to water rates or other charges necessary to operate, maintain and improve the Water System. Such recommendations shall be accompanied by an estimate of the amount or cost of implementation.

11. The Borough shall, as Manager of the Water System, and in consultation with the Authority, secure appropriate insurance to insure and to keep insured all of the Water System, and to insure the Authority and the Borough, with insurance for risks usually insured by persons operating properties of a similar nature and a responsible insurance company or companies authorized and qualified under the laws of the Commonwealth of Pennsylvania to assume the risks thereof against loss or damage by fire or other hazards to the extent that such properties are usually insured by persons operating properties of a similar nature in the Bellefonte area. The amount of insurance and the provisions of each insurance policy shall be subject to independent approval of the Authority, and the insurer issuing the policy shall issue coverage for the benefit of the Borough and the Authority, as their interests shall appear. Proceeds from any insurance claims shall be used to maintain, repair and/or improve the Water System. The Borough shall also secure, as Manager, public liability insurance, property insurance and workers' compensation insurance for the benefit of the Borough and the Authority with respect to the Water System. Such insurance policies shall be approved and filed with both the Authority and the Borough annually.

12. The Authority shall act in good faith and shall cooperate in all reasonable respects with the Borough, so that the Borough may perform the

obligations and duties assumed and undertaken under and by virtue of this Management Agreement in a proper and satisfactory manner.

13. The Borough shall withdraw and pay from the water revenue accounts, from time to time, all costs, fees and expenses of managing, operating, maintaining, repairing and improving the Water System as provided herein, as and when such costs, fees and expenses become due and payable. The Borough shall also withdraw and pay from the water revenue accounts such expenses of the Authority as are submitted from time-to-time for payment, including but not limited to legal fees, engineering fees, accounting/audit fees, or other costs or expenses of the Authority incurred in carrying out the Authority's responsibilities for the Water system. Pending disbursement, such money shall be invested for the account and benefit of the Authority and investment income shall be credited to such account.

14. From time to time, at least annually, the Borough shall prepare and shall deliver to the Authority the Borough's financial statement, setting forth the debt service, costs, fees and expenses, of whatsoever nature, incurred by the Borough or agreed to between the Borough and Authority in the performance of the duties and obligations hereunder.

15. If the Borough shall deem it necessary or advisable that "extraordinary repairs" should be made to the Water System and/or that "capital additions" should be acquired or constructed with respect thereto, the Borough may, in writing, request the Authority to provide money, or to approve the borrowing of money, for all or part of the costs thereof. For purposes of this

Management Agreement, the phrase "capital additions" shall mean the making or acquisitions of additions, extension, alterations and improvements with respect to the Water System and the phrase "extraordinary repairs" shall mean alterations, repairs, renewals, improvements or replacements, including costs incidental thereto, with respect to the Water System which are necessary or desirable for proper operation and maintenance thereof, the costs of which are not payable as current operating expenses.

16. In the event that the Borough's request is not granted by the Authority, the Borough may incur general obligation or other indebtedness for the purposes of providing funds related to such capital additions or extraordinary repairs and shall be entitled to annual reimbursement for the annual debt service and coverage requirements (in installments if necessary) on any such indebtedness, from funds generated by the Authority.

17. The Authority and the Borough agree that all obligations hereunder shall be paid from the water utility accounts.

18. This Management Agreement shall be for an initial term beginning on the date of approval by the Pennsylvania Public Utility Commission of the Borough's Application to surrender and cancel the Borough's Certificate of Public Convenience and ending December 31, 2012; provided, however, that the term of this Management Agreement automatically shall be renewed, from year to year, for the following year, without any affirmative action by the Authority and the Borough.

19. If any provision hereof shall be held to be invalid, such invalidity shall not affect any other provision hereof, and the remaining provisions hereof shall be construed and shall be enforced as if such invalid provision had not been contained herein.

20. The Authority and the Borough, from time to time, by mutual agreement, in writing, may amend or supplement this Management Agreement, so this Management Agreement fully and completely may carry out the intent and purposes of the Authority and the Borough with respect to the Water System.

21. This Management Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

22. Subject to the reimbursement provisions of this Management Agreement, the Borough agrees to defend the Authority in connection with and against any claims, charges or proceedings of whatsoever nature arising in connection with, or in any way related to, the actions, omissions, and duties of the Borough pursuant to the provisions of this Management Agreement. To the extent that the Authority incurs any liability for damages, expenses, counsel fees, fines, penalties or charges with respect to the Water System, and to the extent said damages, expenses, counsel fees, fines, penalties or charges are not covered by insurance, they shall be paid by the Borough in the first instance as ordinary or extraordinary expenses attributable to the Water System, subject to the right of the Borough to be reimbursed therefore out of the Water System

revenues, pursuant to the terms of this Management Agreement. The indemnity rights of the Authority, and the indemnity obligations of the Borough, shall not be applicable in the event that the Authority fails or refuses to accept or adopt a budget and/or water rates to generate revenues sufficient to provide full reimbursement to the borough for all costs incurred through enforcement of indemnity obligations in favor of the Authority pursuant to this Management Agreement.

23. Because the Borough is acting solely as agent for the Authority, all costs incurred by the Borough in performing its obligations hereunder ultimately will be the sole liability of the Authority. The Authority agrees to indemnify and hold harmless the Borough in connection with such costs and also in connection with all damages, loss or liability incurred by the Borough's misconduct or negligence. The Authority further agrees that it will protect, save, keep, hold harmless and indemnify the Borough against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by neglect or otherwise, of the Authority or those holding under the Authority; and that the Authority will at all times, protect, indemnify and save and keep harmless the Borough against and from all claims, loss, cost, defense cost, damage or expense arising out of or from any accident or other occurrence causing injury to any person or property whom-so-ever or whatsoever arising from the delivery or the failure to deliver water to customers of the Authority; and the Authority will further protect, save, keep, hold harmless, and indemnify the Borough against and from any and all fines, penalties, claims, loss, cost, defense

costs, damage or expense arising out of any failure of the Authority in any respect to comply with and perform all of the covenants, terms, and conditions of this agreement.

24. The Authority and the Borough will both be insured parties under all policies of liability insurance applicable to the Bellefonte Water System, which insurance will be maintained by the Borough, at the expense of the Authority in adequate amounts. The Authority and Borough shall be named insured on all policies.

25. In the event that a dispute arises between the Borough and the Authority with respect to the rights and obligations of the parties under this Management Agreement, including the scope or adequacy of any Water System budget or rate structure recommended by the Borough and/or adopted by the Authority, the dispute shall be submitted to non-binding mediation before a mediator appointed by consent of the parties.

26. Except to the extent provided in paragraph 22, the Borough shall not be liable to the Authority for any act or omission in connection with the Water System or the performance of its duties hereunder.


27. This Management Agreement shall not affect, impair, or supersede the rights and duties of the Borough and the Authority arising pursuant to the Non-Exclusive Lease Agreement executed by the parties, dated November 18, 2002, which shall remain in full force and effect according to its terms.

28. This Agreement shall be interpreted in accordance with Pennsylvania Law and shall not be construed as creating any rights for any person or entity except the parties hereto.

29. This Agreement may not be amended except in writing and may not be assigned by either party hereto.

IN WITNESS WHEREOF, the duly authorized officers of each party have executed and sealed this agreement on the date above set forth

Attest:




John W. Blasko, Esq. Secretary
(Seal)

Bellefonte Borough Authority



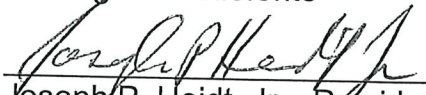
Robert D. Davis, President

Attest:



Secretary
(Seal)

Borough of Bellefonte



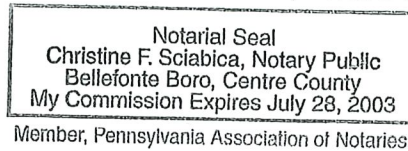
Joseph P. Heidt, Jr., President
Bellefonte Borough Council

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CENTRE)

SS.

On this, the 11th day of March, 2003, before me, a Notary Public, the undersigned officer, personally appeared **Robert D. Davis, President, The Bellefonte Borough Authority**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he has executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Christine F. Sciabica
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CENTRE)

SS.

On this, the 11th day of March, 2003, before me, a Notary Public, the undersigned officer, personally appeared **Joseph P. Heidt, Jr., President, Bellefonte Borough Council, The Borough of Bellefonte**, known to me (or satisfactorily proven) to be the person whose names is subscribed to the within instrument, and acknowledged that he has executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Suzanne R. Egli
Notary Public

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CONTINGENCIES TO AGREEMENT

1. Revision to Agreement to accomodate 2.0 MGD peak flow for a maximum of 30 min. during any 24 hour period.
2. Revision to Schedule "B" to pick up 2.0 MGD flow relationship to average daily flow excess over 1.0 MGD in excess of one half hour (30 min.) period.
3. Receipt of Gwin Engineers acceptance of 2.0 peak MGD "in writing".
4. Revision to Exhibit to include tabulation of all points of connections with man hole numbers, average daily flows and peak flows noted.
5. All points of connections metered in a manner satisfactory to the Borough.
6. Exhibit to show increased line size from Lamb St. bridge to plant to accomodate future Borough connection.
7. Clarification of Agreement relative to Township assuming all costs if flows at any point of connection increase to a mangitude whereas existing lines sizes become insufficient.

AGREEMENT

This Agreement made and entered into this 30th day of November, 1976, by, between and among:

BOROUGH OF BELLEFONTE, Centre County, Pennsylvania (hereinafter referred to as the "Borough");

BELLEFONTE BOROUGH AUTHORITY, Centre County, Pennsylvania, a body politic and corporate created pursuant to the Pennsylvania Municipality Authorities Act of 1945, P.L. 382, as amended (hereinafter referred to as the "Borough Authority");

SPRING TOWNSHIP AUTHORITY, a body politic and corporate created pursuant to the Pennsylvania Municipality Authorities Act of 1945, P.L. 382, as amended (hereinafter referred to as the "Authority");

WITNESSETH:

WHEREAS, the Township of Spring is located adjacent to the Borough of Bellefonte, being within the County of Centre and Commonwealth of Pennsylvania and having several joint or related sewage problems together with Benner Township; and

WHEREAS, Spring and Benner Townships may in the future desire to form a joint authority for the provision of sewage service to their respective townships, which and in that event upon the creation of said joint authority this agreement then shall apply to such joint authority as though such joint authority were party to this Agreement and all of the rights, duties, obligations and prerogatives of the Spring Township joint authority, the

second party hereto, shall apply equally to such joint authority upon such joint authority adopting this agreement by resolution, and

WHEREAS, Bellefonte Borough Authority has constructed a sewage treatment plant or facility to handle the treatment of sewage emanating from within the municipal boundaries of the Borough of Bellefonte and is in the process of improving and increasing the capacity of said plant which will enable it to treat sewage from certain parts of the Townships of Spring and Benner; and

WHEREAS, the Bellefonte Borough Authority has leased its facilities to the Borough pursuant to an Agreement of Lease dated December 15, 1968; and

WHEREAS, the Authority is authorized to construct certain collecting sanitary sewers for portions of the Townships of Benner and Spring and it is understood that all such sewers, including laterals, trunks and pumping stations within the township and all lines connecting to the interceptors of the Borough Authority are to be constructed by the Authority; and

WHEREAS, the Authority has applied to the Department of Environmental Resources of the Commonwealth of Pennsylvania (D.E.R.) and the U.S. Environmental Protection Agency (E.P.A.) for a grant in the estimated amount of \$5,859,000 of an estimated project cost of \$8,289,000 for construction of its sanitary sewer collection system; and

WHEREAS, D.E.R. and E.P.A. have approved the Authority's project application for funding on the 1976 Fiscal Year Project list with a priority order of number 51 and 117 projects; and

WHEREAS, before the Authority can proceed with its financing and construction, it must be assured that the Borough will accept approximately one million gallons of sanitary sewage daily (1-MGD) generated within the drainage area of the Authority and must ascertain and secure equitable rates and costs for the same; and

WHEREAS, it is the purpose of the parties to this agreement to provide for the Borough's accepting the sewage of the Authority at no additional cost to the consumers of the Borough except for any phosphate removal ordered by the D.E.R. and to set the method of payment for the same; and

WHEREAS, the Borough must be assured that the Authority will proceed with all due speed to construct its sewage collection system and will timely pay its share of the costs for the transportation and treatment of its sewage and the cost of sewage treatment facilities being constructed on its behalf by the Borough.

NOW THEREFORE, in consideration of the mutual covenants herein contained, to be fully kept and performed by the respective parties hereto, their successors and assigns, it is agreed by, between and among the parties intending to be legally bound as follows:

ARTICLE I

Definitions

The terms defined in this Article I shall, for all purposes of this agreement, have the meanings herein specified, unless the context clearly otherwise require:

"Acceptable Industrial, Institutional and Commercial Wastes" shall mean all wastes discharged by any industrial, institutional, commercial or other user except such wastes as are now or may hereafter be designated as unacceptable by D.E.R. or E.P.A. of the United States Government or those wastes designated unacceptable by the rules, regulations or ordinances of the Borough of Bellefonte.

"Contract Load" as used herein shall mean the average daily volume of sewage the Borough is obligated to treat and dispose of for the Authority and the Authority is entitled to deliver to the Borough.

"Domestic Sewage" shall include sanitary wastes discharged by any domestic user, including ordinary sanitary wastes discharged by churches, clubs, hotels, motels, school, hospitals municipal and other public buildings, and other such institutional users, but shall not include such wastes as are now or hereafter designated as unacceptable by the D.E.R. or the E.P.A. of the United States Government or by the rules, regulations or ordinances of the Council of the Borough of Bellefonte duly enacted and approved or as subsequently adopted, amended or reenacted which rules, regulations or ordinances are effective

throughout the territorial limits of the Borough upon the same classes of users described in this definition. Further domestic sewage shall not include industrial wastes as defined herein.

"Equivalent Dwelling Unit" shall include any room, group of rooms, house trailer or other enclosure occupied or intended for occupancy as separate living quarters by a family or other group of persons living together or by persons living alone.

"Industrial Wastes" shall include any and all wastes discharged from an industrial, institutional or commercial establishment, other than domestic sewage.

"Interceptor Sewer" or "Interceptor" shall mean a sewer generally laid transversely to the general sewer system to intercept and transport to the treatment plant all the sewage collected by the sewers of a separate system.

"MGD" is an abbreviation for "Million Gallons of Sewage per day."

"Point of Connection" shall mean that location at which the Borough receives and transports sewage from the joint authority collection system to a location for treatment or disposal.

"Sanitary Sewage" shall include all water-carried domestic sewage from sanitary conveniences of residences, offices, hotels, stores, restaurants, commercial establishments, industrial establishments and similar services, exclusive of storm water runoff, surface water or ground water.

"Sewage" shall include domestic sewage or acceptable industrial wastes or any combination of either thereof.

"Sewage Disposal System" shall include all interceptors and treatment plant facilities owned by the Borough Authority and leased to the Borough, used for the transportation, treatment and disposal of sewage together with their appurtenances and any additions, extensions or improvements thereto.

"Surcharge for Industrial Wastes" shall mean that charge to a customer that is made in addition to the ordinary and usual charge for the same class of service, said charge being imposed on the basis of excessive strength of acceptable sewage as discharged by each customer, and related criteria as established by D.E.R. and E.P.A.

"Township Sewage Collection System" shall include all facilities to be constructed by the Townships and their Authority to include sewers, interceptors, force mains, metering devices pumping stations and other appurtenances.

"Authority's Service Area" shall include all properties located in the areas of the Townships of Benner and Spring ad joining the Borough of Bellefonte, as shown on the map attached hereto and made a part hereof as Exhibit "A", which shall have inscribed thereon or attached thereto a list or designation of those properties currently served by the Borough Sewage Collection System.

ARTICLE II

Explanation of Covenants of Parties

A. It is understood and agreed by and between the parties that as set forth above the Borough is presently the Lessee

of the existing sewage disposal system of the Borough Authority, which presently treats sewage in the Borough. The Borough Authority has constructed sanitary sewer interceptor lines at certain locations near the boundary line between the Township and the Borough along Spring Creek and at a location known as Armour Gap, as shown on Exhibit "A" attached hereto and made a part hereof, and has determined to prepare and construct certain improvements for expansion of its Sewage Disposal Plant to enable it to accept and treat the Authority's sewage, all in conformance with and subject to the requirements of financing by the Pennsylvania D.E.R. and E.P.A. of the United States Government. In order to accomplish the purposes herein contemplated the parties hereto agree that improvements to the Sewage Disposal System shall be exclusively undertaken and shall be the sole responsibility of the Borough. The existing Sewage Disposal System and any additions thereto shall be owned by the Borough Authority and maintained exclusively by the Borough. The Borough and Borough Authority shall have all the exclusive control over all manner and means of procuring financing for said improvements when they become necessary and the Borough and Borough Authority shall have the right to finance, refinance and capitalize such improvements as they shall in their sole discretion determine. It is understood by and between the parties that the servicing of the Authority shall be done, with the exception of any costs incurred for phosphate removal, at no additional expense to the Borough its agencies, instrumentalities and consumers. It is understood

by and between the parties that any financing arising out of this project shall be under and subject and in accordance with the terms and conditions of the existing bond issue of the Borough of Bellefonte for sewage improvements.

B. The parties hereto understand and agree that in order to accomplish this project it will become necessary for the Authority to design, layout, finance and construct its Sewage Collection system. This Sewage Collection System is to be the sole responsibility of the Authority and will be owned and maintained exclusively by the Authority. The Authority shall have exclusive control over the front foot assessment and connection fees charged each Township resident with regard to extension of the Township Sewage Collection System. The Authority shall have exclusive control as to all manner and means of procuring financing for the construction of the Township Sewage Collection System.

C. For the purpose of simplification and clarification, the respective rights and duties under this agreement of the Borough and the Borough Authority shall be collectively referred to hereafter as the Borough's rights and duties; and the respective rights and duties of the Authority shall be collectively referred to hereafter as the Authority's rights and duties. It is further understood and agreed that said terminology hereinafter used shall not alter the responsibility or right among either Township, the Borough or their respective Authorities and it is the express intent of the parties by this Agreement

ment to provide for the continuity of the covenants herein contained, irrespective of whether any municipality or Authority by prior or subsequent agreements between them provide for a different arrangement as between themselves.

ARTICLE III

Service, Maintenance and Operation Covenants

A. The Borough covenants with the Authority that it will finance, acquire, construct and complete the necessary expansion and improvements of its Sewage Disposal Plant as soon as practicable in accordance with the final plans and specifications of its Consulting Engineer and in conformity with law and all requirements of all governmental authorities having jurisdiction thereover, and that, from and after the date on which the facilities shall be placed in operation, and subject to the sewage treatment and collection services regulations of the Borough the Borough will render sewage transportation and treatment service to all acceptable public, domestic, commercial, industrial and other sewered properties connected directly or indirectly to the sewage disposal system. The Borough will render sewage treatment and collection service to all additional customer which may from time to time connect directly or indirectly to the Sewage Disposal System. Copies of all permit applications shall be provided by the Authority to the Borough as soon as received by the Authority. The Borough reserves the right to pre-approve all applications for sewer service for commercial institutional or industrial users having a demand or need for

sewage treatment of ten thousand (10,000) gallons per day or more. Such approval shall not be unreasonably withheld by the Borough.

B. The Authority agrees that it shall refer all public and/or private contractor hauling sewage waste from holding tank to the Borough disposal plant for the disposal of the same. Authority agrees that it shall service no public or private contractor in the disposal of sewage wastes emanating from holding tank, cesspool, lagoons or other storage facilities for sanitary and other wastes. The Authority agrees for itself that in the event it learns of any unauthorized disposal of such wastes by any public or private contractor that it shall immediately notify the Borough Secretary and shall join in the prosecution of any such contractor for the unauthorized disposal of wastes as aforesaid. Authority further covenants and agrees that it shall maintain in full force rules and regulations prohibiting such practices.

C. The Borough shall continuously operate the Sewage Disposal System in an efficient and economical manner and will keep and maintain the Sewage Disposal System in a state of good repair and will pay all costs and charges necessary for such maintenance and repair and will replace all equipment and furnishings from time to time as may be necessary. It is understood that this provision applies to all repairs, major as well as minor, without exception. The Borough shall comply with all lawful acts, rules, regulations, orders and directions of a

legislative, executive administrative or judicial body having jurisdiction applicable to the operation and repair and maintenance of the Sewage Disposal System and will give prompt written notice to the Authority of any substantial loss or damage to the Sewage Disposal System resulting from any cause whatsoever. It is understood by and between the parties that in the event phosphate removal is required by either the D.E.R. or the E.P.A. that in that event the Authority and Borough shall prorate the expense of such phosphate removal based on a supplemental agreement to be entered into by the parties at that time.

D. The Township will enact and agree to keep in force and to enforce the proper ordinances as provided by law requiring all owners of improved properties within One hundred and fifty (150) feet of a sanitary sewer of the Authority to connect the sewage facilities of each such property to said sewer and prohibiting the discharge of acceptable sewage emanating from each such property in any other manner whatsoever. The Authority further agrees to continue to operate and maintain its respective sewer collection system in a state of good repair during the term of this agreement and to pay all costs and charges necessary for such maintenance and repair and to promptly replace all defective facilities from time to time as may be necessary, it is understood that this provision applies to all repairs major as well as minor without exceptions.

ARTICLE IV

Provisions for Connections & Related Obligations

A. It is understood by the parties hereto that the Authority shall have no right to approve the plans and specifications prepared for the Borough by its Consulting Engineer, nor shall it in any way have any right of inspection or approval as to the construction, work or financing undertaken by the Borough. The Borough agrees to accept and the Authority agrees to deliver, any and all Domestic Sewage and acceptable Industrial wastes generated within the Authority's service area as more fully described in Exhibit "A" attached hereto; provided that the total combined average daily flows required to be accepted by the Borough from the Township shall not exceed 1.0 MGD, and the peak discharge rate shall not exceed 1.5 MGD.

B. Upon connections being made by the Authority to the Borough Sewage Disposal System, no sewage served by such connection shall thereafter be diverted therefrom during the term of this agreement unless mutually agreed upon prior thereto in writing between the parties thereto.

C. The Authority covenants that it will expeditiously secure from the State and/or Federal Government approval of plans and specifications for the proposed project; that it will attempt to secure sufficient funds to acquire and construct its collection system and that it will proceed with due diligence and promptness to construct said collection system.

In the event that the Authority is unable to finance the cost of its collection system at the time sewage treatment service is made available by the Borough, the Authority agrees to pay to the Borough the charges necessary together with any applicable interest to amortize all costs incurred by the Borough to that date for the construction of such facilities constructed by the Borough pursuant to this agreement.

D. Upon the completion of construction of any portion of its sewer system and upon the giving of three (3) months prior written notice to the Borough, the Authority at its own expense, will make the necessary and proper connections with the interceptors of the Borough. Said connections and their locations shall be approved in advance in writing by the Borough's Consulting Engineer. Authority shall cause to be drawn a map or plan of the respective sewage facilities of the parties and such connection to the Borough's Sewage System shall be marked plainly upon such map showing the location of such connection and its capacity in MGD per day. Further such maps shall depict and show plainly location of all Borough customers located in the Townships of Spring and Benner at the time of the signing of these presents.

Metering devices satisfactory to the Borough's Consulting Engineer shall be installed by the Authority at its sole expense. Should the flows contributed by the Authority at any point be too small to be practically metered, the Borough and the Authority shall agree to a quantity for the determination of the

charges to be paid by the Joint Authority based upon an estimate of the average flow which the number and type of users connected to the sewers will contribute. Such estimates will be jointly agreed to in advance in writing by all parties to this agreement.

E. Actual connections as herein provided for shall not be made until all foreign substances that may have entered during construction have been cleared from the Authority's system.

F. The Authority agrees to design and construct the proposed sewer system and any additions thereto, in accordance with acceptable engineering practice; and agrees to submit plans and specifications of its system and any additions thereto, which from time to time might be constructed to the Borough and the Borough Engineer sixty (60) days prior to inviting bids for the construction of such system or any addition thereto. It is understood by and between the parties that such plans and specifications are required by the Borough for the orderly administration of wastes emanating from both the Townships and the Borough and are necessary to the Borough for the planning and operation of its system. In the event any dispute arises between the parties as to the definition of good engineering practices or in the event the parties cannot intergrate the proposed plans and specifications of the Authority's system or any addition thereto into the Borough system then and in that event such questions shall be submitted to arbitration in accordance with the provisions of paragraph B of Article VI.

G. The Authority covenants that the Borough shall have the right at all times to enter upon Authority property to inspect and test sewers, such inspecting and testing shall be at the expense of the Borough unless a violation of Borough rules and regulations is found as a result of such testing and then and in that event the Authority agrees to reimburse the Borough for all costs of inspection and tests arising out of inspection and testing performed to find such violation. Such payment shall be made to the Borough within thirty (30) days of notification by the Borough of such violation and the costs of such inspections and tests. Authority further agrees that it shall begin forthwith to correct such violation and failure to commence corrections within thirty (30) days of notice by the Borough to the Authority of such violation shall be deemed a violation of this agreement. The Authority irrespective of the foregoing agrees in the event of emergency or order of any State or Federal Agency or government having jurisdiction to correct such violations in accordance with the terms of such order or circumstances of such emergency and to save harmless and indemnify the Borough from its failure so to do. The Authority agrees to furnish the Borough with certified copies of tests made for by the Authority's Engineer infiltration or exfiltration for all sewers constructed by the Authority. Corrective measures shall be taken by the Authority when the contract load is exceeded over any one week period.

H. The Authority agrees to indemnify and hold the Borough harmless from any claim of third parties or for any damage to first party resulting from the introduction into the sewage facilities operated by the Authority by users or other parties of waste materials prohibited under the rules and regulations of the Borough for the operation of its sewer system and the Borough agrees to indemnify and hold harmless the Authority from any claim of third parties or for any damage to facilities of the Authority resulting from introduction into the sewage facilities operated by the Borough by users or other parties of waste materials prohibited under the rules and regulations of the Borough for the operation of its sewage system. Further in the event of a general breakdown of the jointly used trunk-sewer mains or the treatment plant of the Borough so as to force the temporary cessation of sewer service contemplated under this agreement the Borough shall not be liable to the Authority or its users for any damage sustained while such facilities are out of service, and the Authority shall indemnify and hold harmless the Borough from any claims of its users in such event with the exception of the negligence of the Borough, its agents, servants or employees.

I. The Authority shall be responsible at all times to see to it that only acceptable Domestic sewage and acceptable industrial wastes shall be allowed to enter that portion of the Township Sewage Collection System serviced by the Borough's Sewage Disposal System. To accomplish this purpose, the Authority

agrees to adopt and enforce rules and regulations no less stringent and not substantially different from ordinances, rules and regulations adopted by the Borough for those purposes and further the Authority agrees to prosecute faithfully any offenders under such rules, regulations and ordinances to insure compliance therewith. Further the Authority agrees that it shall require any institutional, industrial or commercial user disposing of wastes other than Domestic Sewage to monitor at the user's expense all wastes flowing into the Authority collection system under and pursuant and in accordance with the rules and regulations of the Borough. The records of such monitoring will be accessible upon notice to the Authority by the Borough of its desire to inspect such records at reasonable times. In the event of violation the Authority agrees to forthwith prosecute such violator and terminate sewage service to any violator discharging unacceptable industrial waste until such time as the violation is corrected.

J. As Authority customers are permitted to connect to the Township Sewage Collection System, copies of all permits issued shall be given to the Borough prior to said connections. In the case of industrial or commercial users, specific information as to the type of sewage or waste to be injected into the disposal system and the rates to be charged therefore, including surcharge and industrial cost recovery charges, if any, shall be furnished by the Authority to the Borough in writing at least thirty (30) days in advance of such connection. The Borough

shall accept or reject such user application within fifteen (15) days of the receipt thereof.

ARTICLE V

Payments and Apportioning of Costs

A. The Authority covenants to enact and keep in effect and enforce a schedule of sewer rental rates or other charges sufficient to enable the Authority to make payments to the Borough as required by this agreement. Such rates shall provide a surcharge for industrial waste in an amount which, when applied to any given customer, will yield the amount of revenue not less than that which would be produced by application of the Borough's surcharge rates. In addition, the Authority will budget and pay from available current revenues such amounts as are necessary to pay to the Borough the funds required to be paid herein.

B. The Authority shall annually, on or before October 1 of each year, certify to the Borough the number of domestic users and the number, type and description of each commercial and industrial users serviced by the Borough's treatment plant.

C. The Authority covenants and agrees to pay to the Borough, for the use of the Sewage Disposal System, service charges computed by the Borough's Consulting Engineers in the manner and under the terms and conditions of Schedule B attached hereto and made a part hereof.

D. When and if the Borough shall determine that it shall be necessary to make any capital additions to the Borough treatment plant for the purpose of improving or increasing the

nature or capacity of the treatment facility or at the order of any governmental agency having jurisdiction or for any other proper purpose benefiting the users of both the Borough and the Township the costs of such capital addition shall be borne by the Borough and the Township on the same proportionate bases as set forth in Schedule B attached. In the event the Authority does not agree with the necessity of such capital addition to be made by the Borough then and in that event such dispute shall be arbitrated in accordance with the provisions of paragraph B of Act VI. The Borough for its part covenants and agrees that it shall not unreasonably require capital additions to such plant without prior consultation with the Authority and engineers. The Authority however, shall be fully liable for its proportionate share irrespective of the provisions above for all improvements or additional facilities which are made in compliance with or mandated by requirements or orders of any appropriate agencies or the Federal, State or local governments having jurisdiction therein.

ARTICLE VI

Miscellaneous

A. Each party's records and information of every nature pertaining to matters encompassed within this agreement shall be available for the reasonable inspection of every other party during normal business hours.

B. In the event of any dispute between the parties to this agreement arising out of the interpretation of this

agreement or any matters herein set forth or pertaining to the same, and the inability of the parties to amicably adjust the same, except any matter pertaining to the establishing of rates, then any such dispute shall be settled by arbitration in accordance with the provisions of the Act of April 25, 1927, P.L. 381. In any such case three arbitrators shall be appointed: One by the Borough, one by the Authority and the third by the two persons so selected. Upon the refusal of either party to appoint an arbitrator upon ten (10) days written notice to do so, the other party may apply to the Court of Common Pleas of Centre County, Pennsylvania, for the appointment of a second arbitrator, and the person so appointed shall be deemed for all purposes to be the arbitrator appointed by such other party. In the event the two arbitrators appointed by the parties or by the Court, as the case may be, shall fail to effect the appointment of the third arbitrator within ten (10) days following the appointment of the second arbitrator, either party may apply to said Court for the appointment of said third arbitrator. The arbitrator's decision shall be rendered in writing within thirty (30) days from the last date of hearing held on such issue, and the cost of any such arbitration shall be borne equally by the Borough and the Authority, unless otherwise mutually agreed to. Either party may appeal the decision of the Board of Arbitrators within thirty (30) days of receipt of written notice thereof, to the Court of Common Pleas of Centre County.

C. The Borough agrees that the service provided for in this agreement shall not be interrupted by the Borough in the event the Authority defaults in the payment or otherwise, but that the furnishing of service following any default shall not constitute a defense nor bar to any action in law or equity. In the event of default of any payment due the Borough under this agreement, which default remains uncured for a period of ninety (90) days beyond its due date or in the event of any violation of this agreement which remains uncured by the Authority for a period of ninety (90) days beyond notice of such violation given to the Authority by the Borough, then and in that event the Borough at its option may terminate service.

D. There shall be no free sewage service rendered at any time by the Borough or Authority, and the Borough and the Authority (or any department, agency or instrumentality, successor or assignee thereof) and all public corporations, all charitable or non-profit institutions and all school districts and other political subdivisions shall pay for the use of the sewage services and facilities thereof in accordance with the established schedule of sewage service charges.

E. The Borough shall have the right to promulgate, issue, publish and enforce rules and regulations governing its activities and carrying into effect the provisions prohibiting or regulating the discharge into the Authority's sewage system of non-contaminated cooling water, other than non-contaminated waste water, rain water, oils, acids and other substances which may be

harmful to the sewers, pumping stations or other structures or which may interfere with the sewage treatment process at the plant. The Authority agrees, on request of the Borough, to enact rules and regulations incorporating all or designated portions of the Borough's rules and regulations and providing appropriate penalties for the violation thereof; to amend such rules and regulations from time to time as requested by the Borough; and to enforce the provisions thereof fully and prosecute all violators thereof diligently.

F. The Authority covenants and agrees that the amounts due the Borough under this agreement shall continue to be payable by the Authority irrespective of whether or not any or all of the sewage disposal system shall have been wholly or partially rendered inoperative for any reason.

G. The parties hereto agree at their earliest convenience to attach to this agreement an agreed list of capital additions to be made to the Borough's sewage treatment facility which capital addition shall form the cost basis for the establishment of certain portions of the Borough's rates to be charged the Authority hereunder..

H. Either party may assign its rights hereunder to a Pennsylvania Municipal Authority or other municipal entity for the purposes of financing or operating of their respective sewage facilities but may not otherwise assign such rights without the express consent and writing of the other and in the event of

assignment the assigning party shall continue to be bound by the obligations hereunder.

I. This agreement shall inure to the benefit and be binding upon the successors and assigns of the parties hereto.

J. This agreement may be reviewed on or about October 1, 1979, and every two (2) years thereafter for the purpose, upon written mutual agreement, of amending or otherwise correcting any inequities which may be found to arise or exist under its terms, provided, further, that during any two (2) year interval a meeting or meetings may be held at the request of either party to discuss such matters as may be of mutual interest and concern, and if any inequities are found to arise or exist under the terms of the agreement and/or agreements, to promptly correct the same by mutual agreement.

K. This agreement shall continue perpetually.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their officials duly authorized by proper corporate resolutions as reference to the minutes of the meetings of said parties shall disclose, each intending to be legally bound hereby.

(Borough Seal)
Attest:

/s/ Walter B. Peterson
Borough Secretary

THE BOROUGH OF BELLEFONTE

/s/ Robert L. Woodring
President

Approved by:

/s/ Neil C. Wiggin
Mayor

BELLEFONTE BOROUGH AUTHORITY

Attest:

/s/ John W. Blasko
Secretary

/s/ Mahlon K. Robb
Chairman

SPRING TOWNSHIP AUTHORITY

Attest:

/s/ W. C. Adams
Secretary

/s/ Ralph R. Dobelbower
Chairman

SPRING TOWNSHIP

Attest:

/s/ John D. Auman
Secretary

/s/ Earl Houser
Chairman

STATE OF PENNSYLVANIA)
)
COUNTY OF CENTRE) SS:

On this, the day of , 1976, before me, notary public, the undersigned officer, personally appeared , who acknowledged himself to be the President of the Council of the Borough of Bellefonte, a municipal corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing the name of the corporation by himself as President.

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

Notary public

STATE OF PENNSYLVANIA)
) SS:
COUNTY OF CENTRE)

On this, the day of , 1976, before me, a notary public, the undersigned officer, personally appeared , who acknowledged himself to be the Chairman of the Bellefonte Borough Authority, a municipal corporation, and that he as such chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Chairman of the Bellefonte Borough Authority.

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

Notary Public

STATE OF PENNSYLVANIA)
) SS:
COUNTY OF CENTRE)

On this, the day of , 1976, before me, a notary public, the undersigned officer, personally appeared , who acknowledged himself to be the Chairman of Spring Township, a municipal corporation, and that he as such Chairman, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Chairman.

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

Notary Public

STATE OF PENNSYLVANIA)
) SS:
COUNTY OF CENTRE)

On this, the day of , 1976, before me, a notary public, the undersigned officer, personally appeared , who acknowledged himself to be the Chairman of the Spring Township Authority, a municipal corporation, and that he as such Chairman, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Chairman.

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

Notary Public

SCHEDULE "B"

Payments and Apportioning of Costs

A. The Joint Authority covenants to enact and keep in effect and enforce a schedule of sewer rental rates or other charges sufficient to enable the Joint Authority to make payments to the Borough as required by this agreement. Such rates shall provide a surcharge for industrial waste in an amount which, when applied to any given customer, will yield the amount of revenue not less than that which should be produced by application of the Borough's surcharge rates. In addition, the Joint Authority will budget and pay from available current revenues such amounts as are necessary to pay to the Borough the funds required to be paid herein.

B. The Joint Authority shall annually, on or before October 1 of each year, certify to the Borough the number of domestic users and the number, type and description of each commercial and industrial users serviced by the Borough's treatment plant.

C. The Joint Authority covenants and agrees to pay to the Borough, for the use of the Sewage Disposal System service charges computed by the Borough's Consulting Engineers in the following manner:

1. A fixed quarterly amount representing:
 - (a) The entire cost of financing the construction of the expansion of the Secondary Treatment Phase of th

Borough's Sewage Disposal System to accomodate the Joint Authority's sewage flow requirements, and

(b) The proportionate cost of financing the construction of the upgrading of the Borough's Sewage Disposal System as mandated by the State and Federal Agencies. The percentage to be applied shall be calculated by dividing the design sewage flow requirement of the Joint Authority by the total design sewage flow requirement of the Sewage Disposal System.

(c) The engineers for the Joint Authority and the engineers for the Borough shall determine in writing what activity constitutes expansion of Borough's sewage treatment plant and what activity constitutes upgrading of such plant. In the event the parties cannot so agree, such questions shall be submitted to arbitration in accordance with paragraph of the agreement between the parties of which this schedule is a part.

Prior to the date when payments shall first be due and payable to the Borough from the Joint Authority as hereinafter provided the Consulting Engineers for the Borough and the Joint Authority, together with the financial advisors for the Borough and the Joint Authority shall compute the annual sum required to amortize the aforesaid costs in the manner set forth within supplemental agreement to be concluded when exact amounts are known.

2. A quarterly amount representing the proportionate cost of financing the construction of the "Jointly Used Facilities" and interceptors serving the Joint Authority. The percentage to be applied shall be calculated by dividing the actual sewage flow from the Township Sewage Collection System, as determined by metering or estimation of flows, by the total metered sewage flow discharged to the Borough Sewage Disposal System. Any extraordinary costs not defined and contained in paragraph 3 below such as but not confined to extraordinary repairs, capital additions and improvements shall be included at the time of their making or creation in the above proportionate cost of financing as "Jointly used Facilities" and charged accordingly.

All amounts charged to the above proportionate cost of financing shall be reduced to writing and attached to this agreement and schedule specifying the costs of material and other costs incurred in such charge.

The annual sum required to amortize the aforesaid costs shall be determined as provided in the last paragraph of Section C1 above.

The percentage to be applied for the first partial calendar year of operation and the succeeding calendar year shall be mutually agreed upon by the parties subject to adjustment based upon actual metered flows from the Joint Authority on the payment due for the second quarter in the following year and thereafter.

shall be computed on actual metered flows during the previous calendar year.

"Jointly used Facilities" shall be listed in writing on a schedule attached hereto specifying their net cost, such facilities shall be amortized over the length of the Borough's existing bond issue at the net interest cost of such existing bond issue. "Jointly used Facilities" which must be constituted by the Borough under the terms of this agreement shall be listed in writing on a schedule attached hereto at their net cost and shall be amortized over the length of the Borough's existing bond issue at the net cost of such existing bond issue.

The Borough agrees to deduct from the net cost of the "Jointly used Facilities" any amounts received as grants or subsidies for such facilities.

In the event that the requirements of the Township shall be greater than those provided in Article IV A, so that additional facilities will have to be constructed, the rate schedule shall be revised as mutually agreed to by the parties prior to the construction of said additional facilities.

When and if the Borough shall determine that it shall be necessary to make any capital additions to the Borough treatment plant for the purpose of improving or increasing the nature of capacity of the treatment facilities, or for any other proper purpose benefiting the users of both the Borough and the Joint Authority the cost of such capital additions shall be borne by

the Borough and the Joint Authority on the same proportionate basis as is set forth in paragraph C. above. The Joint Authority shall not be liable therefor unless prior written consent is given to the Borough by the Joint Authority, provided, however, that the Joint Authority shall be fully liable for its proportionate share of all improvements or additional facilities which are in compliance with, or mandated by, requirements or orders of any appropriate agencies of the Federal, State and local governments having jurisdiction therein.

3. A uniform user charge representing the proportionate reasonable, proper and necessary costs of operation and maintenance of the Borough Treatment Plant and those interceptors serving the Township, including, without limiting the generality of the foregoing:

- (a) Salaries and Wages
- (b) Employee Benefits:
Hospitalization,
Social Security,
Group Insurance,
Other
- (c) Clerical Work
- (d) Power
- (e) Water
- (f) Fuel
- (g) Telephone
- (h) Chemicals
- (i) Operation and Maintenance of Trucks

- (j) Insurance
- (k) Repairs, replacement parts and additions required by maintenance.
- (l) Maintenance of Buildings and Grounds
- (m) Contract Fees to others, such as sludge hauling and disposal
- (n) Engineering
- (o) Audit
- (p) Legal
- (q) Administrative
- (r) Miscellaneous

The Borough, so long as it operates the Sewage Disposal System, or the Borough Authority if it operates it, shall install and maintain accounting records of its Sewer System Fund and related accounts and accomplish audits of said records, which will, as nearly as possible (within the confines of the utilization of other Borough facilities to service the Sewage Disposal System in order to provide operating economies to the benefit of all parties hereto) allocate the expenditures incurred solely in the operation of the Sewage Disposal System. The Borough, or the Borough Authority, as the case may be, shall furnish copies of said audit to the other parties hereto and the books and record concerning the expenditures and allocation thereof shall at all times be available for inspection by an accountant and/or engineer duly appointed by the other parties hereto.

This uniform user charge shall be based upon the percentage calculated by dividing the actual sewage flow from the Township Sewage Collection System, as determined by metering or estimation of flows, by the total metered flow discharged to the Borough Sewage Disposal System and shall comply with the "Uniform User Charge" regulations promulgated by E.P.A., as applicable.

For the part of the first calendar year and the succeeding calendar year during which the new treatment facilities shall be used, the Consulting Engineer serving the Borough and the Borough Authority shall estimate the total cost of operation and maintenance for such part of said year and said succeeding year; said estimates, shall be furnished to the Borough and Joint Authority and same shall be allocated between the parties on a basis mutually agreed upon by the parties.

As soon as practicable after the end of the first partial calendar year of operation and the end of the succeeding calendar year, the Consulting Engineer serving the Borough and the Borough Authority shall review and pro-rate the actual cost of sewage disposal system operation and maintenance for that year in accordance with the allocation to be mutually agreed upon under the previous paragraph and based thereon, shall adjust the estimated payments made for said calendar year on the payment due for the second quarter in the following year.

In the calendar year following the first calendar year, the cost of operation and maintenance shall be allocated as follows: The Consulting Engineer serving the Borough and the Borough Authority shall divide the estimated annual cost of sewage disposal system operation and maintenance as contained in the budget report of the Consulting Engineer required by the Agreement of Lease between the Borough and the Borough Authority by the total metered sewage flow discharged to the Borough Sewage Disposal System during the previous calendar year in order to establish a rate per thousand gallons of flow, which rate shall be applied to the flows emanating the Borough and Joint Authority and the result thereof shall be the estimated annual payment for operation and maintenance to be made by the Borough and Joint Authority. An annual adjustment shall be made in the second quarterly payment for actual previous yearly sewage disposal system operation and maintenance costs as above set forth. Said estimated annual payments shall be furnished to parties hereto by the Consulting Engineers on or before January 15 of each year. The aforesaid rate per thousand gallons shall be paid by the Borough and Joint Authority upon any additional sewage flows that may be introduced into the Borough Sewage Disposal System which emanates a newly constructed sanitary sewage collection system and is capable of being metered as aforesaid, based upon the actual metered flow during said year, and thereafter a readjustment shall be made as aforesaid, and said additional flow shall

be considered in the determination of total aggregate previous flow as aforesaid.

D. It is understood and agreed by the parties that any present users of the Borough system located in the Townships are to be considered Borough users and shall be billed for sewer service as customers of the Borough.

E. It is understood and agreed by the parties that all future users of the Borough system located in the Township who are directly connected with the Borough sewer collection system shall be considered Joint Authority users for the purposes of applying the cost sharing and any such unmetered flows shall be added to the meter Township flow at a charge equivalent to the Borough rate for such unmetered user.

F. All charges under this paragraph shall be due and payable within thirty (30) days after the mailing of the Borough's bill to the Joint Authority and if not paid within such time shall be subject to a penalty of 2% of the bill plus interest at 6% per annum from the date until paid.

G. Any volumes of sewage delivered by the Joint Authority to the Borough of any day in excess of the Contract Load shall be considered as unauthorized overrun and the Joint Authority shall be billed, and shall pay, for such overrun at the following rates which shall be an additional charge to be added to the service charges provided herein. Such surcharge shall not take effect unless such overrun shall continue for a period of

seven(7) consecutive days and is not corrected by the Joint Authority within seven (7) days thereafter. In the event the Joint Authority fails to correct such overrun within the seven (7) day period then and in that event such surcharge shall be charged from the day of the first overrun.

1. One dollar (\$1.00) per each Thousand gallons for the first five percent (5%) of any unauthorized sewage overrun in excess of the Contract Load during any 24-hour period.

2. Two dollars (\$2.00) per each thousand gallons for such unauthorized sewage overrun in excess of five percent (5%) of the Contract Load during any 24-hour period.

The provision for, and payment of, surcharge for unauthorized overrun volumes set forth above shall not be considered as providing a right to the Joint Authority to deliver unauthorized overruns. The Borough shall have the right to waive the surcharge due to force majeure, including fires, floods, other acts of God or major equipment failure, sewer line breakage or other major system failure, if the Joint Authority immediately undertakes all necessary remedial action in an expeditious and appropriate manner.

ARTICLE VI

Miscellaneous

A. Each party's records and information of every nature pertaining to matters encompassed within this agreement shall be available for the reasonable inspection of every other party during normal business hours.

CERTIFICATE

I, the undersigned, hereby certify that I am the Secretary of the Board of the Bellefonte Borough Authority located in Centre County, Pennsylvania; that the foregoing and attached is a true and correct copy of the Agreement entered into November 30, 1976, by, between and among the Borough of Bellefonte, Bellefonte Borough Authority, the Township of Spring and Spring Township Authority; and that said Agreement has not been amended or rescinded but remains in full force and effect on the date hereof.

Witness my hand and the seal of the Bellefonte Borough Authority this 7th day of December 1988.


Authority Secretary

(Authority Seal)

CERTIFICATE

I, the undersigned, hereby certify that I am the Secretary of the Council of the Borough of Bellefonte located in Centre County, Pennsylvania; that the foregoing and attached is a true and correct copy of the Agreement entered into November 30, 1976, by, between and among the Borough of Bellefonte, Bellefonte Borough Authority, the Township of Spring and Spring Township Authority; and that said Agreement has not been amended or rescinded but remains in full force and effect on the date hereof.

Witness my hand and the seal of the Borough of Bellefonte
this 7th day of Dec. , 1987.

Walter B. Peterson
Borough Secretary

(Borough Seal)

CERTIFICATE

I, the undersigned, hereby certify that I am the Secretary of the Board of the Spring-Benner-Walker Joint Authority located in Centre County, Pennsylvania, successor to Spring Township Authority; that the foregoing and attached is a true and correct copy of the Agreement entered into November 30, 1976, by, between and among the Borough of Bellefonte, Bellefonte Borough Authority, the Township of Spring and Spring Township Authority; and that said Agreement has not been amended or rescinded but remains in full force and effect on the date hereof.

Witness my hand and the seal of the Spring-Benner-Walker Joint Authority this 14th day of December, 1987.

Authority Secretary

(Authority Seal)

CERTIFICATE

I, the undersigned, hereby certify that I am the Secretary of the Township of Spring located in Centre County, Pennsylvania that the foregoing and attached is a true and correct copy of the Agreement entered into November 30, 1976, by, between and among the Borough of Bellefonte, Bellefonte Borough Authority, the Township of Spring and Spring Township Authority; and that said Agreement has not been amended or rescinded but remains in full force and effect on the date hereof.

Witness my hand and the seal of the Township of Spring this 14th day of December, 1987.


Township Secretary

(Township Seal)



Memo

To: Bellefonte Authority
From: Alyssa Doherty
cc: Name
Date: May 2nd, 2025
Re: Niagara and Milesburg Bulk Water Billing

In 2023, the Borough began billing Niagara Bottling directly per the agreement instead of billing Milesburg Borough Water Authority, and MBWA, in turn, billed Niagara for their monthly usage. Due to this change, the Borough has to wait to receive the monthly Daily Water Withdrawal Report from MBWA before the Borough can issue a bill for the past month. Attached are the 2024 and 2025 usage reports with the dates billed and payment received dates for MBWA and Niagara Bottling. The Borough now has an established contact at Niagara Bottling, Michael Etters, who is contacted when there is a late invoice. Once Michael is contacted, the Borough is paid pretty quickly for the outstanding invoices. If you have any more questions, please do not hesitate to reach out to me.

Alyssa Doherty
Adoherty@bellefontepa.gov
(814)355-1501 ext. 217

2024 Monthly Water Usage

<u>Month</u>	<u>Milesburg Water Usage</u>	<u>Niagara Water Usage</u>	<u>Usage (Niagara/Milesb</u>	<u>Billed Date</u>	<u>Milesburg Paid Date</u>	<u>Niagara Paid Date</u>
January	8,241,000	10,892,000	19,133,000	2/12/2024	2/20/2024	3/14/2024
February	7,460,000	10,411,000	17,871,000	3/7/2024	3/28/2024	4/8/2024
March	8,333,000	10,894,000	19,227,000	4/5/2024	4/12/2024	5/8/2024
April	7,761,000	10,561,000	18,322,000	5/3/2024	5/13/2024	6/3/2024
May	8,138,000	10,323,000	18,461,000	6/10/2024	6/24/2024	8/16/2024
June	9,307,000	12,997,000	22,304,000	7/16/2024	7/30/2024	8/16/2024
July	8,848,000	17,675,000	26,523,000	8/14/2024	9/3/2024	10/4/2024
August	9,663,000	12,226,000	21,889,000	9/26/2024	10/9/2024	10/21/2024
September	8,417,000	9,536,000	17,953,000	10/28/2024	11/12/2024	2/10/2025
October	7,939,000	10,246,000	18,185,000	11/22/2024	12/3/2024	2/10/2025
November	7,337,000	8,837,000	16,174,000	12/16/2024	1/10/2025	2/10/2025
December	7,652,000	11,565,000	19,217,000	1/13/2025	1/31/2025	4/23/2025

2024 Total Usage: **99,096,000** **136,163,000** **235,259,000**

Total Amount Billed: \$ 98,464.76 \$ 153,728.03

Milesburg Water Authority billed at \$0.99363/1000 gal
Niagara Bottling billed at \$1.129/1000 gal

2025 Monthly Water Usage

<u>Month</u>	<u>Milesburg Water Used</u>	<u>Niagara Water Used</u>	<u>Used (Niagara/Milesb</u>	<u>Billed Date</u>	<u>Milesburg Date Paid</u>	<u>Niagara Date Paid</u>
January	9,016,000	11,302,000	20,318,000	2/5/2025	2/13/2025	4/4/2025
February	9,674,000	15,048,000	24,722,000	3/28/2025	4/9/2025	4/23/2025
March	9,890,000	16,554,000	26,444,000	4/15/2025	5/2/2025	
April			0			
May			0			
June			0			
July			0			
August			0			
September			0			
October			0			
November			0			
December			0			
2025 Total Usage:	28,580,000	42,904,000	71,484,000			

Total Amount Billed: \$ 29,151.60 \$ 49,768.64

Milesburg Water Authority billed at \$1.02/1000 gal
Niagara Bottling billed at \$1.16/1000 gal

Water Quality Report

PWSID Number 4140075



The Big Spring in Bellefonte

- Inorganic contaminants, such as salts and metals, which can be naturally occurring or result from urban storm water run-off, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban storm water runoff, and residential uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban storm water runoff, and septic systems.
- Radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities.

We're pleased to present to you the **2024 Annual Water Quality Report**. This report is designed to inform you about the water quality and our constant goal to provide you with a safe and dependable supply of drinking water.

We have put together a table that reflects the water test results for the **2024** calendar year and have included terms and abbreviations to help you understand the table.

If you have any questions about this report or concerning your water quality, please contact the Bellefonte Borough Manager at the Bellefonte Borough Administrative Office, 301 North Spring Street Suite 200, Bellefonte, PA or call 814-355-1501. You may also direct inquiries concerning our water system to the Bellefonte Borough Authority, which meets the 1st Tuesday of each month at 6:00 p.m. in the first floor conference room at 301 North Spring Street.

The Bellefonte Borough Authority is responsible for setting rates and policy for the system. The sources of drinking water (both tap and bottled water) include: rivers, lakes, streams, ponds, reservoirs, springs and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material. Water can also pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.

Our water source, the Big Spring, pictured at left, located in Bellefonte Borough, produces approximately 15 million gallons of natural spring water per day. By order of the Pennsylvania Department of Environmental Protection, and in compliance with the Federal Safe Drinking Water Act, the Big Spring is covered. This provides protection from external contaminants that could affect water quality.

Is The Water Safe For Everyone To Drink?

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's *Safe Drinking Water Hotline* (800-426-4791).

However, some people may be more vulnerable than the general population to drinking water contaminants. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, and some elderly and infants, can be particularly at risk from infections. These people should seek advice about their drinking water from their health care providers.

EPA/CDC (Centers for Disease Control and Prevention) guidelines on appropriate means to reduce the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline at 1-800-426-4791 or the EPA web site at www.epa.gov/safewater.

Information about Lead

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The Bellefonte Borough Authority is responsible for providing high quality drinking water, and removing service line lead pipes but cannot control the variety of materials used in plumbing components of your home. You share the responsibility for protecting yourself and your family from the lead in your home plumbing.

You can take responsibility by identifying and removing lead materials within your home plumbing and taking steps to reduce your family's risk. Before drinking tap water, flush your pipes for several minutes by running your tap, taking a shower, doing laundry or a load of dishes. You can also use a filter certified by an American National Standards Institute accredited certifier to reduce lead in drinking water. If you are concerned about lead in your water and wish to have your water tested, contact the Bellefonte Borough Authority at 814-355-1501 or go to the Authority website: www.goh2o.net/BBWA. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available at www.epa.gov/safewater/lead.

Service Line Inventory

The Bellefonte Borough Authority has prepared a service line inventory. For questions on your home's service line material call 814-355-1501. To view the entire service line inventory, request to view it at the Bellefonte Borough Administrative offices 301 North Spring Street Suite 200 Bellefonte, PA 16823 Monday through Friday 8 am to 4:30 pm.

Our Distribution System

The Big Spring, our water source, produces approximately 15 million gallons of water per day. From the Big Spring, water is pumped to the man-made reservoir at the top of the hill on South Allegheny Street.

From this reservoir, water is then gravity-fed to a portion of the town's customers. Like the Big Spring, the reservoir is covered to protect the water quality. Water is also pumped to the standpipe on Hughes Street.

A second holding facility is located on the south side of the borough on Hughes Street behind the high school football field. Water from the large, blue tank is gravity fed to the remaining portion of the borough. Some lines do extend outside the borough. At various points in the system, small pump stations exist to add pressure for the water system.

Big spring water also supplies the Corning line part of the Bellefonte water system. This part of the system has a separate storage tank and pump stations that supply customers in the Benner Pike area, including Bel Aire and Amberleigh up to the Corning water tank.

Water Quality Data Table

The table on the next page lists the drinking water contaminant that we detected during the calendar year of this report, as well as some historical data.

The presence of a contaminant in the water does not necessarily indicate that the water poses a health risk. Unless otherwise noted, the data presented in this table is from testing done in the calendar year of this report. The EPA or the State requires us to monitor for certain contaminants less than once per year because the concentrations of these contaminants do not change frequently.

Important Drinking Water Definitions:

Action Level (AL): The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

MCL: Maximum Contaminant Level: The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

MCLG: Maximum Contaminant Level Goal: The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

MRDL: Maximum Residual Disinfectant Level

MRDLG: Maximum Residual Disinfectant Level Goal: The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contamination.

NA: Not Applicable

Picocuries per liter (pCi/L) - picocuries per liter is a measure of the radioactivity in water.

ppm: parts per million, or milligrams per liter (mg/l)

Treatment Technique: A required process intended to reduce the level of a contaminant in drinking water.

ppb: parts per billion

CHEMICAL RESULTS SUMMARY TABLE							
Contaminants (units)	MCLG	MCL	Level Detected	Range	Sample Date	Violation	Typical Source
Barium (ppm)	2	2	0.229 at EP 101 0.0248 at EP 102	N/A	12/19/24 12/19/24	No	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Nitrate (ppm)	10	10	2.02 at EP 101 2.01 at EP 102	N/A	04/25/24 04/25/24	No	Runoff from fertilizer use; leaching from septic tanks, sewage, erosion of natural deposits
ENTRY POINT DISINFECTANT RESIDUALS TABLE							
Chlorine EP 101 (ppm) with required 0.85 Chlorine EP 102 (ppm) with required 1.0	4	4	.02 - 2.66 at EP 101 .21 -1.86 at EP 102	EP101=.02 - 2.66 EP102=.21- 1.86	EP 101 Daily EP 102 Daily	Yes (see violations) No	Water additive used to control microbes
DISTRIBUTION DISINFECTANT RESIDUALS TABLE							
Chlorine (ppm)	4	4	Highest Average result 0.69	0.32 -1.12	Month of highest result: April	No	Water additive used to control microbes
Lead and Copper (Sample Period Start Date of June 01,2022 and Sample Period End Date of September 30, 2022)							
Contaminant	Action Level	MCLG	90 th Percentile Value	Units	# of Sites above AL	Violation	
Lead	.015	0.015	.00123	MG/L	0	No	Corrosion of household plumbing
Copper	1.3	1.3	.12	MG/L	0	No	Corrosion of household plumbing

PUBLIC NOTICE – VIOLATIONS**IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER**

ESTE INFORME CONTIENE INFORMACION IMPORTANTE ACERCA DE SU AGUA POTABLE. HAGA QUE ALGUIEN LO TRADUZCA PARA USTED, O HABLE CON ALGUIEN QUE LO ENTIENDA.

Monitoring Requirements Not Met for Bellefonte Borough Water Authority.

Our water system violated several drinking water standards over the past year. Even though these were not emergencies, as our customers, you have a right to know what happened and what we did to correct these situations.

Contaminant	Violation Type	Number of Samples Taken	Action	Period Begin Date
Groundwater Rule – Disinfectant Residual	Failure to maintain disinfection at entry point	additional distribution samples taken	Compliance Achieved	06/01/2024
SOC Endrin	Samples not collected	one yearly sample	Compliance Achieved	2024

What should I do?

There is nothing you need to do at this time these violations have been resolved and compliance has been achieved.

What happened? What was done?

Due to an equipment failure, disinfection residual was not maintained at entry point 101, this happened on June 26, 2024. A Boil Water Advisory was issued on that date. For your information, inadequately treated water **may contain** disease causing organisms such as Giardia lamblia, Viruses, Heterotrophic Plate count Bacteria Legionella, Cryptosporidium. These organisms include bacteria, viruses and parasites that cause symptoms such as nausea, cramps, diarrhea and associated headaches at the time of exposure. On the date of this entry point disinfection failure, a Boil Water Advisory was issued to all affected customers, and water samples were collected from the distribution system. The Boil Water Advisory was lifted after testing results returned with no detections and chlorine residuals in the system were fully restored. Compliance will be achieved for the SOC sample Endrin with this public notification of a missed sample. The sample will be collected in 2025 and reported on this report if there is a detection. This sample is collected yearly and recent results have been non-detectable.

Date distributed: March, 2025

BIOSOLIDS - QUICK FACTS

Biosolids are not raw sewage.

Biosolids must meet quality standards prior to land application.

Land application of biosolids is regulated by DEP.

Treatment facilities and application sites are inspected by DEP staff to ensure compliance.

Biosolids: Biosolids are the nutrient-rich organic materials resulting from the treatment of sewage sludge. Biosolids can be applied to agricultural fields as fertilizer to improve soils and stimulate plant growth. The application of biosolids is regulated by the Commonwealth of Pennsylvania to ensure the material is treated properly and is then safely applied to agricultural areas. Biosolids must meet specific quality criteria before land application. Biosolids, other than landscape-grade, may not be applied to farmland, forests, or mine reclamation sites that are within 100 feet of a stream; within 300 feet of an occupied dwelling or water source; within 11 inches of a seasonal high water table; or within 3.3 feet of the regional groundwater table.

Bellefonte's Big Spring is not under the influence of surface water.

Bellefonte Borough Authority did not violate its source water plan. The Plan states: "... land uses, activities, or individual industries identified in the PSOC inventory are not necessarily a source of pollution; however, they have the *potential* for contaminating groundwater." The Plan states that the potential area of contribution to the Big Spring is approximately 55 square miles, covering 17 municipalities in two counties. Almost 900 potential sources of contamination were identified in the Plan.

For over 25 years Bellefonte Borough Authority has met or exceeded all PA DEP and US EPA-sanctioned biosolids program regulations. Even though the biosolids program is highly-regulated with ongoing testing and inspections, Bellefonte Borough Authority has never had a violation.

The farmer just wanted an affordable organic fertilizer instead of chemicals. The PA Supreme Court has already ruled that using biosolids is a normal agricultural operation.

Bellefonte Borough Authority has always enjoyed an outstanding relationship with its neighboring municipal and authority representatives and very much wants to maintain that relationship.

For official PA DEP Fact Sheets on biosolids, please visit:

WWW.DEP.PA.GOV

BELLEFONTE WATER SYSTEM

Mission Statement

The mission of the Bellefonte Borough Waterworks is to "contribute to the well-being of our community through the provision of an adequate supply of high-quality drinking water."

Rqcg'ecm'qwt"qhlleg"cv: 36/577/3723'kh'qwj'cxg's wguvqpu0"Y g'cun'ij cv'cm'qwt'ewuqo gtu'j gnr "wu" r tqgev'qwt"Dki "Ur tlp' y cvgt"uqwtg."y j lej 'ku'ij g'tgcuq'Dgmghqpv."o gcplpi "ödgcvkhwilqwpckp.ö'y cu" hqwpf gf "j gtg'lp"ij g'htuv'r nreg0"Kiy g'y qtm'vqi gj gt."y g'ecp'ceeqo r rkuj "i tgc'v'ij lpi u0"

Water Quality Report

Bellefonte Borough Offices
Suite 200
301 North Spring Street
Bellefonte, PA 16823

RETURN SERVICE REQUESTED



inside...

Your Consumer Report on the Bellefonte Borough Water System for calendar year 2024.

Este informe contiene informacion muy importante sobre su agua de beber. Traduzcalo o hable con alguien que lo entienda bien.

DEP Sample Requirements for Bellefonte Borough Authority: Water System

If any contaminant listed below is detected during required monitoring, the results will be reported on the yearly Consumer Confidence Report (CCR) (Bellefonte Authority Packet May 6, 2025 Quality Report). Results will continue to be reported on the yearly report unless required testing results for the contaminant are again a non-detection.

DEP State water testing Requirements:	Contaminant Group	DEP State Water Monitoring Frequency Requirements
TOTAL CHLORINE	Disinfectant / Disinfection ByProduct	MONTHLY, IF USED
FREE CHLORINE	Disinfectant / Disinfection ByProduct	MONTHLY, IF USED
LEAD/COPPER GROUP CONTAMINANT	Lead and Copper Rule	THREE YEARS
TOTAL COLIFORM PRESENCE	Total Coliform Rule	MONTHLY
HALOACETIC ACIDS (HAA5)	Disinfectant / Disinfection ByProduct	ANNUAL
TRIHALOMETHANES (TTHM)	Disinfectant / Disinfection ByProduct	ANNUAL
CHLORINE DIOXIDE	Disinfectant / Disinfection ByProduct	
CHLORITE	Disinfectant / Disinfection ByProduct	
BROMATE	Disinfectant / Disinfection ByProduct	
FREE CHLORINE	Disinfectant / Disinfection ByProduct	CONTINUOUS ANALYZER
OZONE	Disinfectant / Disinfection ByProduct	
ARSENIC (IOC)	InOrganic Chemicals	THREE YEARS
BARIUM (IOC)	InOrganic Chemicals	THREE YEARS
CADMIUM (IOC)	InOrganic Chemicals	THREE YEARS
CHROMIUM (IOC)	InOrganic Chemicals	THREE YEARS
CYANIDE (FREE) (IOC)	InOrganic Chemicals	THREE YEARS
FLUORIDE (IOC)	InOrganic Chemicals	THREE YEARS
MERCURY (IOC)	InOrganic Chemicals	THREE YEARS
NICKEL (IOC)	InOrganic Chemicals	THREE YEARS

SELENIUM (IOC)	InOrganic Chemicals	THREE YEARS
ANTIMONY (IOC)	InOrganic Chemicals	THREE YEARS
BERYLLIUM (IOC)	InOrganic Chemicals	THREE YEARS
THALLIUM (IOC)	InOrganic Chemicals	THREE YEARS
ASBESTOS	InOrganic Chemicals	NOT REQUIRED BY SUSCEPTIBILITY WAIVER
NITRATE	Nitrate/Nitrite	ANNUAL
NITRITE	Nitrate/Nitrite	ANNUAL
PERFLUOROOCTANESULFONIC ACID (PFAS)	Per and Polyfluoroalkyl Substances	THREE YEARS
PERFLUOROOCTANOIC ACID (PFAS)	Per and Polyfluoroalkyl Substances	THREE YEARS
GROSS ALPHA PARTICLE ACTIVITY	RadioNucleotide	NINE YEARS
COMBINED URANIUM	RadioNucleotide	NINE YEARS
RADIUM-226	RadioNucleotide	NINE YEARS
RADIUM-228	RadioNucleotide	NINE YEARS
ENDRIN (SOC)	Synthetic Organic Compounds	ANNUAL (PREV. DET.)
LINDANE (SOC)	Synthetic Organic Compounds	THREE YEARS
METHOXYCHLOR (SOC)	Synthetic Organic Compounds	THREE YEARS
TOXAPHENE (SOC)	Synthetic Organic Compounds	THREE YEARS
DALAPON (SOC)	Synthetic Organic Compounds	THREE YEARS
DIQUAT (SOC)	Synthetic Organic Compounds	THREE YEARS
ENDOTHALL (SOC)	Synthetic Organic Compounds	THREE YEARS

GLYPHOSATE (SOC)	Synthetic Organic Compounds	THREE YEARS
DI(2-ETHYLHEXYL)ADIPATE (SOC)	Synthetic Organic Compounds	THREE YEARS
OXAMYL (VYDATE) (SOC)	Synthetic Organic Compounds	THREE YEARS
SIMAZINE (SOC)	Synthetic Organic Compounds	THREE YEARS
DI(2-ETHYLHEXYL)PHTHALATE (SOC	Synthetic Organic Compounds	THREE YEARS
PICLORAM (SOC)	Synthetic Organic Compounds	THREE YEARS
DINOSEB (SOC)	Synthetic Organic Compounds	THREE YEARS
HEXACHLOROCYCLOPENTADIENE(SOC)	Synthetic Organic Compounds	THREE YEARS
CARBOFURAN (SOC)	Synthetic Organic Compounds	THREE YEARS
ATRAZINE (SOC)	Synthetic Organic Compounds	ANNUAL (PREV. DET.)
ALACHLOR (SOC)	Synthetic Organic Compounds	THREE YEARS
2,3,7,8-TCDD (DIOXIN) (SOC)	Synthetic Organic Compounds	NOT REQUIRED BY USE WAIVER
HEPTACHLOR (SOC)	Synthetic Organic Compounds	THREE YEARS
HEPTACHLOR EPOXIDE (SOC)	Synthetic Organic Compounds	THREE YEARS
2,4-D (SOC)	Synthetic Organic Compounds	THREE YEARS
2,4,5-TP SILVEX (SOC)	Synthetic Organic Compounds	THREE YEARS

HEXACHLOROBENZENE (SOC)	Synthetic Organic Compounds	THREE YEARS
BENZO(A)PYRENE (SOC)	Synthetic Organic Compounds	THREE YEARS
PENTACHLOROPHENOL (SOC)	Synthetic Organic Compounds	THREE YEARS
PCBS (SOC)	Synthetic Organic Compounds	NOT REQUIRED BY USE WAIVER
1,2-DIBROMO-3-CHLOROPROP(SOC)	Synthetic Organic Compounds	THREE YEARS
ETHYLENE DIBROMIDE (EDB) (SOC)	Synthetic Organic Compounds	THREE YEARS
CHLORDANE (SOC)	Synthetic Organic Compounds	THREE YEARS
VINYL CHLORIDE (VOC)	Volitile Organic Compounds	REQUIRED IF 2-CARBON COMPOUND DETECTED
20 REGULATED VOCS	Volitile Organic Compounds	ANNUAL (PREV. DET.)

PH, Alkalinity and Hardness testing is done but is not required.

DAILY WATER WITHDRAWAL/INSTREAM FLOW REQUIREMENT REPORT				
BELLEFONTE BOROUGH		CENTRE		23A
NAME-PUBLIC WATER SUPPLY AGENCY		COUNTY		WA Permit No.
(814) 355-1501				313588
TELEPHONE NO.				SF Permit ID
Report for MONTH:		April		Matt Auman
Year:		2025		REPORT PREPARER NAME
Source ID	7939			Total
Name Day	Borough System Big Spring	Corning System Spring	Big	
1	2,550,272	910,848		3,461,120
2	2,496,768	935,040		3,431,808
3	2,551,296	915,072		3,466,368
4	2,523,648	928,896		3,452,544
5	2,531,840	814,048		3,345,888
6	2,444,800	912,896		3,357,696
7	2,505,216	909,696		3,414,912
8	2,479,360	921,728		3,401,088
9	2,493,410	926,208		3,419,618
10	2,498,560	929,280		3,427,840
11	2,512,896	934,784		3,447,680
12	2,530,816	908,544		3,439,360
13	2,492,160	914,432		3,406,592
14	2,519,040	905,984		3,425,024
15	2,530,560	497,024		3,027,584
16	2,500,608	1,270,784		3,771,392
17	2,493,184	932,224		3,425,408
18	2,485,248	1,002,624		3,487,872
19	2,474,496	907,382		3,381,878
20	2,524,416	930,816		3,455,232
21	2,555,136	912,640		3,467,776
22	2,493,184	920,448		3,413,632
23	2,449,664	948,608		3,398,272
24	2,486,016	940,544		3,426,560
25	2,435,072	951,040		3,386,112
26	2,429,952	936,064		3,366,016
27	2,430,208	930,048		3,360,256
28	2,392,064	916,224		3,308,288
29	2,459,648	941,696		3,401,344
30	2,464,768	841,824		3,306,592
31				-
TOTAL	74,734,306			102,281,752
AVERAGE	2,491,144	918,248		3,299,411
MAXIMUM	2,555,136	1,270,784		3,771,392
MINIMUM	2,392,064	497,024		-