

AGENDA BELLEFONTE BOROUGH AUTHORITY Meeting of Wednesday, September 3rd, 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. Halderman
Mr. Brown	Mr. Johnson
Mr. Eaton	Mr. Stewart
Mr. Falcone	

APPROVAL OF MINUTES: August 5th, 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.

David Mason-Radio Tower on Purdue Mountain

COMMUNICATIONS WRITTEN:

Update/Letter from Nittany Valley Joint Recreation Authority

FINANCE COMMITTEE REPORT:

Budget v. Actual July 2025

ENGINEER REPORT:

Jean Ryan, Barton, and Loguidice

REPORTS – SEWER:

Superintendent's Report August 2025

REPORTS – WATER:

Superintendent's Report August 2025

OLD BUSINESS:

Big Spring Enhancements, Next step – RFP for landscaping / Design Services

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.

Niagara Bottling Agreement. Authority may review the current agreement and amend it.

New Cingular Wireless PCS, LLC Fourth Amendment to Lease Agreement. Motion/2nd to approve the New Cingular Wireless PCS, LLC Fourth Amendment to Lease Agreement.

Deed of Easement between Bellefonte Borough Authority and Edward and Kristine Ranio. Motion/2nd to approve the Deed of Easement between Bellefonte Borough Authority and Edward and Kristine Ranio.

NEW BUSINESS:

Daily Water withdrawal August 2025. FYI. No Authority action is requested.

2025 Bulk Water Billing and Usage for Milesburg and Niagara. FYI. No Authority action is requested.

Spantak Zerby Agreement for Required Connection to Public Sanitary Sewer System, 107 W. Logan Street.

Motion/2nd to approve the Agreement for 107 W. Logan Street connection to Public Sanitary Sewer System.

AROUND THE ROOM:		
Motion to Adjourn:	Second:	ADJOURNED @:

BELLEFONTE BOROUGH WATER AUTHORITY MEETING MINUTES REGULAR MEETING

August 5, 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 August 5, 2025 at 6 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL Authority members present:

Mr. Joe Beigle

Mr. Greg Brown

Mr. Jon Eaton

Mr. Joe Falcone

Mr. Frank (Buddy) Halderman

Mr. Doug Johnson

Staff

Mr. Frank Noll, WWTP Superintendent

Mr. Matt Auman, Public Works Superintendent

Mr. Randy Neff, Public Works Assistant Superintendent

Mr. Ralph Stewart, Secretary

Engineer: Jean Ryan via Zoom

MINUTES

A motion was made by Beigle and seconded by Johnson to approve the minutes from July 1, 2025. No discussion. Motion carried unanimously.

ADDITIONS TO AGENDA

NONE

PUBLIC COMMENT/COMMUNICATIONS - ORAL

NONE

COMMUNICATIONS (Written)

Bellefonte Waterfront, thank you from Tom Songer for assisting with the NPDES Permit.

FINANCIALS (Mr. Falcone)

Budget v. Actual June 2025. There was no motion or vote to accept the financial report.

Bellefonte Borough Authority Aug 5, 2025 Meeting Minutes Page 2

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

Water:

• Jean reported on several projects and permits being completed.

Wastewater:

• Jean reported on several projects and permits being completed.

SEWER REPORT (Superintendent - Frank)

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

Bulk Water sales for July were ? gallons.

WATER REPORT (Matt)

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

- o 59 PAONE calls.
- o Installed 98 new water meters.
- Niagara 103,000 gallons.

OLD BUSINESS

Big Spring Enhancements, Next step – RFP for landscaping / Design Services

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.

Niagara Bottling Agreement. Authority may review the current agreement and amend it.

Has everyone activated their Authority email accounts? If not, please see Alyssa. Thank you.

Nittany Valley Joint Recreation Authority – Request for Kepler Pool Rehab Financial Assistance

NEW BUSINESS (Discussed earlier in the meeting)

Daily Water withdrawal July 2025. No Authority action is requested.

New Cingular Wireless PCS, LLC Fourth Amendment to Lease Agreement. Authority will review the Fourth Amendment submitted by New Cingular Wireless PCS, LLC.

Consider the vacancy on the Authority. Ralph Stewart's volunteer application has been received for the vacancy. Recommendation to Council on filling the vacancy.

Motioned by Beigle and Johnson seconded to appoint Ralph Steward to the Water Authority. Motion carried unanimously.

2025 Bulk Water Billing and Usage for Milesburg and Niagara.

Bellefonte Borough Authority Aug 5, 2025 Meeting Minutes Page 3

DISCUSSION

NONE

ADJOURNMENT

Motioned by Brown and Johnson seconded to adjourn tonight's meeting. No discussion. Motion carried. Meeting adjourned at 6:41pm.

Bellefonte Borough Authority September 3, 2025



THE NITTANY VALLEY JOINT RECREATION AUTHORITY

301 North Spring Street, Suite 200 Bellefonte, PA 16823

August 29, 2025

Bellefonte Borough Water Authority ATTN: Ralph Stewart 301 North Spring Street, Suite 200 Bellefonte, PA 16823

Dear Bellefonte Water Authority Members,

Thank you very much for your time and attention at the early July meeting of the Bellefonte Borough Water Authority. We were delighted to share with you our success in obtaining grants for the Kepler Pool project and appreciated your interest and questions as we reviewed the gap in match funding for the project.

We are reaching out today to update you on developments that have taken place since that time. We have continued to have countless meetings and impromptu conversations with community stakeholders to bring folks up to date and garner support for the project. We have met with the Happy Valley Sports & Entertainment Alliance, and we are scheduled to meet with the Happy Valley Adventure Bureau next week. Data is currently being pulled on the potential economic impact that Kepler Pool could generate as swimmers and their families visit Bellefonte for competitive swimming events.

Additionally, this week the Nittany Valley Joint Recreational Authority (NVJRA) received an email from the PA Department of Conservation and Natural Resources indicating that they are working on the state side of the contract with the NVJRA and the NVJRA should have the contract for signature very soon. This refers to the \$1,475,826 grant from DCNR (federal Land and Water Conservation funds passed through to the state for distribution). These funds require a dollar-for-dollar match. Receiving this information was exciting because we have worked so hard for so many years to get to this point; however, we met this news with trepidation as we will soon need to decide whether we can accept the contract with a gap of \$536,026 in the match. Although the NVJRA might be able to assume this risk in the short term through a bridge loan, we must have a solid plan for how to close that gap.

Should the NVJRA vote that it cannot assume the risk of accepting the contract with the funding gap and the project is ultimately terminated, the NVJRA will have served its purpose. The next step would be to file for the Authority's termination through the Commonwealth. At that point, ownership of the Kepler Pool property would revert to Bellefonte Borough as the Grantor per the deed when the NVJRA assumed ownership of the property. Bellefonte Borough then would need to decide the fate of the property while adhering to covenants of the deed. Although possible, it is unlikely that the same sources of state and federal funds will be allocated for Kepler Pool in the future.

We share this additional information for situational awareness as the Bellefonte Water Authority works through its own process of determining the costs needed for the Big Spring project and if funds would be available from the state grant to redirect to the Kepler Pool project. The information contained in this letter will be shared with the member municipalities and the public at the appropriate time.

Bellefonte Borough Water Authority Page 2 August 29, 2025

We are happy to provide additional information and respond to any questions the Bellefonte Water Authority may have. We thank you for your time and consideration in supporting this project.

Sincerely,

Mike Musser, Chair, NVJRA president.nvri@gmail.com 814-933-8967

Cindy Kunes, Co-Chair, NVJRA cakunes@gmail.com 814-383-008

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BUDGET VS ACTUAL Borough of Bellefonte For 7/31/2025

WATER	Y-T-D Actual	Annual Budget	Variance	Percent of Budget	
Revenues 341.010.000 INTEREST INCOME - CKG, SVGS 341.020.000 INTEREST-SWEEP ACCT 342.401.000 RENTAL INCOME-SHENTEL 378.000.000 WATER COLLECTIONS REVENUE 378.001.000 SALE OF BULK WATER REVENUE 378.002.000 CW LINE CAPITAL PROJECTS REV 378.122.000 BULK WATER REV-NIAGARA-HOWARD PLANT 378.700.000 BULK WATER REV-NIAGARA-HOWARD PLANT 378.001.000 METER/PIT/ETC SALES REVENUE 378.901.000 MATER ON/OFF FEE REVENUE 378.904.000 WATER ON/OFF FEE REVENUE 378.905.000 SERVICES PROVIDED BY WATER DEP 378.906.000 POSTING FEE REVENUE 389.000.000 MISCELLANEOUS REVENUE 389.000.000 FEE REVENUE 389.000.000 SALE OF FIXED ASSETS REVENUE 389.000.000 TRANSFER IN FROM CAPITAL PROJ	4,470.84 25,645.50 3,500.00 899,255.33 12,539.40 8,589.37 40,689.32 21,821.37 888.26 150.00 270.00 276.37 1,110.00 44,128.26 1,550.59 60.00 0.00	250.00 48,000.00 1,519,545.00 59,000.00 13,700.00 68,000.00 45,000.00 120,00 15,180.00 15,180.00 15,180.00 15,180.00 15,180.00 15,180.00 15,180.00 15,180.00 15,180.00	(4,220.84) 22,354.50 2,500.00 620,289.67 46,460.60 5,110.63 27,310.68 23,178.63 2,111.74 100.00 (150.00) (150.00) (1,500.59) (40.00)	3 3/1/17	Sale of Scriptural
	1,065,244.61	2,430,915.00	1,365.670.39	(43.82)	

.112.000 SALARY EXPENSE	262,230.55	428,000.00	165,769.45	61.27	
180.000 OVERTIME WAGES EXPENSE	12,358.55	30,000.00	17,641.45	41.20	
190.000 OTHER BENEFITS EXPENSE	20.00	0.00	(20.00)	0.00 (0.0%)	~
191.000 WORKBOOTS EXPENSE	2,800.00	2,400.00	(400.00)	116.67 All	•
192.000 SOCIAL SECURITY EXPENSE	20,388.74	35,000.00	14,611.26		
.193.000 ENROLLMENT/ADMIN EXP-RETIREMEN	139.20	175.00	35.80	79.54	
196.000 HEALTH INSURANCE EXPENSE	44,709.14	35,000.00	(9,709.14)	127.74 OUVL	
197.000 RETIREMENT EXPENSE	18,412.72	38,000.00	19,587.28	48.45	
198.000 HEALTH CARE EXPENSE - IN HOUSE	3,105.48	6,500.00	3,394.52	47.78	
199.000 LIFE INSURANCE EXPENSE	576.53	920.00	343.47	62.67	
210.000 OFFICE SUPPLIES EXPENSE	244.69	900.00	655.31	27.19	
.215.000 POSTAGE EXPENSE	2,216.67	2,600.00	383,33	85.26	
.221.000 CHEMICAL EXPENSE	15,232.52	27,000.00	11,767,48	56.42	
231.000 FUEL EXPENSE	5,162.55	12,750.00	7,587.45	40.49	
.238.000 CLOTHING & UNIFORM EXPENSE	1,420.61	3,100.00	1,679.39	45.83	
.246.000 REPAIR/MAINT/MISC SUPP EXP	18,432.28	27,500.00	9,067.72	67.03	
.249.000 COMPUTER SOFTWARE EXPENSE	5,907.99	11,750.00	5,842.01	50,28	
.251.000 VEHICLE & EQUIP MAINT EXP	5,161.77	28,500.00	23,338.23	18.11	
253.000 REPAIRS TO WATER SYSTEM EXP	20,933.32	70,000.00	49,066.68	29,90	
.254.000 PUMP MAINT/REPAIRS EXPENSE	864.50	3,500.00	2,635.50	24.70	
255.000 WATER METER MAINT/REPLACE EXP	202,815.54	340,000.00	137,184.46	59,65	

BUDGET VS ACTUAL Borough of Bellefonte For 7/31/2025

Percent of Budget 13.80 0.00 0.00 44.16 23.09 33.12 62.38 0.00 46.00 49.74 53.23 64.58 0.00	70.22 13.13.13.13.13.13.13.3.38 50.99 60.89 30.90 0.00 6.74 6.74	0.00 53.10 132.73 მსზი. 99.05 0.00 50.00 6.00	9.82 0.00 over 10.77 5.02 50.00 100.00 done
Variance 4,309.93 7,100.00 19,542.87 3,076.50 7,356.90 648.00 9,371.24 2,663.87 1,823.92 2,745.13 9,500.00	104.24 434.37 176.12 20,094.32 13,600.18 85,452.62 2,418.41 20,000.00 2,611.67 19,585.00 34,845.22	1,000.00 469.00 (5,072.50) 40.00 225.00 350.00 60.00 1,000.00 5,749.47	225.44 (100.00) 358,695.33 299,180.00 50,000.00 0.00
Annual Budget 5,000.00 7,100.00 35,000.00 11,000.00 1,200.00 5,000.00 5,300.00 7,750.00 9,500.00	350.00 500.00 275.00 41,000.00 17,750.00 3,500.00 3,000.00 35,000.00 35,000.00	1,000.00 1,000.00 15,500.00 4,200.00 225.00 350.00 1,000.00	250.00 0.00 402,000.00 315,000.00 100,000.00 14,700.00
Y-T-D Actual 690.07 0.00 15,457.13 923.50 3,643.10 1,060.41 0.00 552.00 1,628.76 2,636.13 2,076.08 5,004.87	245.76 65.63 98.88 20,905.68 4,149.82 133,047.38 1,081.59 0.00 388.33 1,415.00 154.78	0.00 531.00 20,572.50 4,160.00 0.00 60.00 5,250.53	24.56 100.00 43,304.67 15,820.00 50,000.00 14,700.00
WATER 448.260.000 TOOLS & MINOR EQUIPMENT EXP 448.311.000 AUDIT EXPENSE 448.314.000 ENGINEERING EXPENSE 448.314.000 LEGAL EXPENSE 448.317.000 DATA PROCESSING EXPENSE 448.318.000 SERVICE AGREEMENT EXPENSE 448.319.000 PEST CONTROL EXPENSE 448.320.000 IT SERVICES EXPENSE 448.321.000 TELEPHONE EXPENSE 448.325.000 INTERNET EXPENSE 448.325.000 INTERNET EXPENSE 448.329.000 SCADA SYSTEM EXPENSE	448.341.000 ADVERTISING EXPENSE 448.342.000 PRINTING EXPENSE 448.344.000 COPY EXPENSE 448.351.000 COMMERCIAL INS EXPENSE 448.354.000 WORKERS COMP INS EXPENSE 448.354.000 WORKERS COMP INS EXPENSE 448.361.000 ELECTRICITY EXPENSE 448.362.000 HEATING OIL EXP - PUMP HOUSE 448.375.000 PREVENTATIVE MAINTENANCE EXP 448.377.000 MAINT OF PUMP HOUSES EXPENSE 448.377.000 MAINT OF STREETS EXPENSE	448.384.000 EQUIPMENT RENTAL EXPENSE 448.420.000 DUES/MEMBERSHIP/SUB EXP 448.450.000 CONTRACTED SERVICES EXPENSE 448.460.000 TRAINING/MEETING EXPENSE 448.470.000 CDL/OTHER LICENSE EXPENSE 448.471.000 DRUG TESTING EXPENSE 448.473.000 OPERATORS LICENSE FEE EXP 448.474.000 REPAIRS TO PERSONAL PROP EXP	448.478.000 SALES I AX EXPENSE 448.478.000 PERMIT FEES EXPENSE 448.770.000 CAPITAL EXPENDITURES 448.701.000 CAPITAL EXPENDITURE-WATER LINE 492.001.000 TRANSFER TO GENERAL FUND 492.095.000 TRANSFER TO CAPITAL PROJECTS Total Expenses

(72,333.10)\$

0.00

72,333.10 \$

Net Income

WATER FUND

\$483,028.38 \$1,090,107.86 Cash Balances @ 7/31/25 checking sweep account Balance in Capital Projects Fund @ 7/31/25

\$1,263,694.66 \$174,250.00 water

corning water

Bellefonte Borough Authority September 3, 2025

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Borough of Bellefonte BUDGET VS ACTUAL

For 7/31/2025

Percent of Budget	(69.77) (2,217.86) OUEL (62.35) 0.00 (41.26) (4.04) (55.36) (70.84) 0.00 (25.86) (53.82) 0.00 bird. # ci7/V	(55.49)	55.93 93.04 done 50.35 56.21 done 89.95 53.81 89.97 dene 107.43 over - amplyee 0.00 who - wel bud with 49.79 82.09 dene 12.46 49.98 83.97 6.82 94.35 67.54 88.77 91.45 0.00 38.17 36.21 78.40 25.95
Variance	14,207.76 (3,706.26) 695,436.60 15,000.00 704.92 2,686.90 37,500.86 729.00 179,055.61 814,289.63 47,685.00	1,803,710.02	344,834.79 4,000.55 17,378.74 656.90 482.19 28,871.18 451.49 (1,007.53) 102,939.10 1,388.20 61,233.17 330.72 8,885.05 975.34 20.04 1,025.00 151,492.78 4,465.43 1,512.24 1,110.71 3,072.30
Annual Budget	47,000.00 175.00 175.00 15,000.00 15,000.00 2,800.00 84,000.00 2,500.00 1,763,200.00 1,763,200.00 47,685.00	4,052,180.00	782,500.00 35,500.00 35,000.00 1,500.00 4,800.00 62,500.00 205,000.00 7,750.00 7,750.00 1,950.00 1,100.00 1,500.00
Y-T-D Actual	32,792.24 3,881.26 1,151,563.40 0.00 495.08 113.10 46,499.14 1,771.00 62,444.39 948,910.37 0.00	2,248,469.98	437,665.21 53,499.45 17,621.26 843.10 4,317.81 33,628.82 4,048.51 225.60 1,007.53 102,060.90 6,361.80 13,766.83 5,569.28 1,264.95 974.66 104.96 135.08 1,331.58 1,331.58 1,331.58 1,331.58 1,331.58 1,331.58 1,331.58 1,331.58 1,487.76 5,487.76
SEWER	Revenues 341.005.000 INTEREST INCOME-MONEY MARKET 341.010.000 SEWER COLLECTION REVENUE 364.110.000 SEWER CAPITAL IMPROVEMENTS REV 364.171.000 SURCHARGE REVENUE 364.172.000 PRETREATMENT REVENUE 364.174.000 WASTE DISPOSAL REVENUE 364.180.000 BULK WATER LOADS REVENUE 364.901.000 BULK HAULING PERMIT REVENUE 364.904.000 CAPITAL IMPROVEMENTS-SBW 364.905.000 OPERATING SPRING, BENNER, WALKER 399.001.000 USE OF RESERVES	Total Revenues	EXPENSE: 429.112.000 SALARY EXPENSE-FACILITY 429.112.000 SALARY EXPENSE-SYSTEM 429.180.000 OVERTIME WAGES EXPENSE-SYS 429.191.000 WORKBOOTS EXPENSE 429.191.000 WORKBOOTS EXPENSE 429.192.000 SOCIAL SECURITY EXPENSE-SYS 429.192.000 SOCIAL SECURITY EXPENSE-FAC 429.192.000 ENROLLMENT/ADMIN EXP-RETIREMEN 429.193.000 HEALTH INSURANCE EXPENSE-FAC 429.197.000 HEALTH INSURANCE EXPENSE-FAC 429.197.000 HEALTH CARE EXPENSE-SYSTEM 429.197.000 HEALTH CARE EXPENSE-SYSTEM 429.197.000 LIFE INSURANCE EXPENSE-SYSTEM 429.199.000 LIFE INSURANCE EXPENSE-SYSTEM 429.199.000 LIFE INSURANCE EXPENSE - FACILITY 429.210.000 OFFICE SUPPLIES EXP - FACILITY 429.210.000 OFFICE SUPPLIES EXP-FAC 429.210.000 OFFICE SUPPLIES EXP-FAC 429.210.000 OFFICE SUPPLIES EXPENSE 429.210.000 CHEMICAL EXPENSE 429.210.000 CHEMICAL EXPENSE 429.210.000 CHEMICAL EXPENSE 429.211.000 FUEL EXPENSE - FACILITY 429.221.000 CHEMICAL EXPENSE - FACILITY 429.221.000 CHEMICAL EXPENSE - SYSTEM

Run: 8/25/2025 at 9:15 AM

rupairs to seuter	Bellefonte Borough Authority September 3, 2025	
aver cuer	0.00 0.00 0.00 92.15 27.92 40.69 36.93 37.49 100.00 dense 100.00 0.0	0.00 58.34
Variance 629.62 2,792.35 739.19 (137.50) 1,000.00 30,918.19 (47,662.28) 14,009.95 28,400.79 3,427.69 230.73 24,220.83	30,000.00 8,800.00 8,800.00 235.50 235.50 235.50 2462.20 1,279.48 1,269.63 1,379.21) 25.00 1,059.81 1,707 300.00 25,000.00 1,707 1,059.81 1,707 300.00 1,069.81 1,707 1,069.81 1,707 300.00 1,069.81 1,707 300.00 1,707 300.00 1,707 1,707 300.00 1,707 300.00 1,707 1,707 300.00 1,707 300.00 1,707 300.00 1,708 1,100.18 1,708 1,709 1,708 1,709 1,7	500.00 5,501.71
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Y-T-D Actual 570.38 5,607.65 1,260.81 3,137.50 0.00 159,081.81 57,662.28 16,990.05 1,599.21 572.31 1,269.27	2,764.50 2,764.50 2,764.50 2,764.50 3,037.80 3,037.80 720.52 480.37 1,124.58 1,379.21 1,379.21 1,379.21 1,379.21 1,190.19 1,379.21	0.00 7,703.29
SEWER 429.248.000 COMPUTER SOFTWARE EXPENSE-FAC 429.248.000 COMPUTER SOFTWARE EXPENSE-SYS 429.249.000 MATERIALS & SUPPLIES EXPENSE - FAC 429.249.000 MATERIALS & SUPPLIES EXP - SYSTEM 429.251.000 VEHICLE MAINT EXP - SYSTEM 429.252.000 EQUIPMENT MAINT EXP - SYS 429.252.000 EQUIPMENT MAINT EXP - SYS 429.257.000 FACILITY MAINTENANCE EXPENSE 429.258.000 MINOR EQUIPMENT EXP - SYSTEM 429.250.000 MINOR EQUIPMENT EXP - SYSTEM 429.250.000 MINOR EQUIPMENT EXP - SYSTEM	429.310.400 1 & 1 EXPENSE - SYSTEM 429.311.000 AUDIT EXPENSE 429.313.000 ENGINEERING EXPENSE - FACILITY 429.314.000 LEGAL EXPENSE - FACILITY 429.314.000 LEGAL EXPENSE - FACILITY 429.314.000 LEGAL EXPENSE - SYSTEM 429.315.000 DATA PROCESSING EXPENSE 429.317.000 DATA PROCESSING EXPENSE 429.321.000 PEST CONTROL EXPENSE 429.321.000 PEST CONTROL EXPENSE - SYSTEM 429.324.000 TISERVICES EXPENSE - SYSTEM 429.324.000 CELL PHONE TABLET EXPENSE - SYSTEM 429.325.000 INTERNET EXPENSE - SYSTEM 429.325.000 INTERNET EXPENSE - SYSTEM 429.331.000 TRAVEL EXPENSE - SYSTEM 429.331.000 TRAVEL EXPENSE - FACILITY 429.331.000 PRINTING EXPENSE - FACILITY 429.344.000 COPY EXPENSE - SYSTEM 429.344.000 COPY EXPENSE - SYSTEM 429.344.000 COPY EXPENSE - SYSTEM 429.350.000 INSURANCE EXPENSE 429.354.000 WORKERS COMP INS EXP-FACILITY 429.354.000 WORKERS COMP INS EXP-FACILITY 429.354.000 COPIER RENTAL/MAINT EXP 429.374.000 COPIER RENTAL/MAINT EXP 429.3	429.384.AUU EQUIPMENI HENIAL EXP-SYSTEM 429.399.000 LEASE PAYMENT EXP-FAC

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BUDGET VS ACTUAL Borough of Bellefonte For 7/31/2025

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Percent	of Budget own - Sally Ofthi	0.00	17.99	0.00	6.65	66.81	5.67	0.00	101.88 00%	45.00	66.67	358.66 O M	26.96	0.00	9.12	0.00 over not but oing	0.00	0.00	63.71	0.00	58,50	0.00	59.19	0.00	50.00	100.00 dene	48.73
	Variance (341.00)	30.00	2,460.26	15,000.00	15,870.00	23,564.72	1,415.00	200.00	(75.00)	550.00	00.09	(5,173.10)	803.47	(42,535.47)	522,549.93	(319,350.50)	50.00	332,205.00	5,437.86	62,455.00	2,448.55	175,130.00	29,787.97	1,100.00	70,000.00	0.00	2,077,443.21
Annual	Budget 550.00	30.00	3,000.00	15,000.00	17,000.00	71,000.00	1,500.00	200.00	4,000.00	1,000.00	180.00	2,000.00	1,100.00	0.00	575,000.00	0.00	20.00	332,205.00	14,985.00	62,455.00	5,900.00	175,130.00	73,000.00	1,100.00	140,000.00	15,000.00	4,052,180.00
Y-T-D	Actual 891.00	0.00	539.74	0.00	1,130.00	47,435.28	85.00	0.00	4,075.00	450.00	120.00	7,173.10	296.53	42,535.47	52,450.07	319,350.50	0.00	00.0	9,547.14	0.00	3,451.45	00:0	43,212.03	0.00	70,000.00	15,000.00	1,974,736.79
	SEWER 429.420.000 DUES/ MEMBERSHIPS/SUB EXP-FAC	429.420.A00 SUBSCRIPTION EXP-SYSTEM	X.	429.450.A00 CONTRACTED SERVICES EXP - SYSTEM	429.460.000 TRAINING EXPENSE	429.469.000 BIOSOLIDS RECYCLING EXPENSE	429.470.000 CDL/OTHER LICENSE EXPENSE	429.471.000 DRUG TESTING EXPENSE	429.472.000 PERMIT FEES EXPENSE	429.473.000 OPERATORS LICENSE EXP-FAC	429.473.A00 OPERATORS LICENSE EXP-SYS	429.475.A00 REPAIRS TO PERSONAL PROP EXP-SYS	429.476.000 OTHER FEES EXPENSE	429.480.000 MISCELLANEOUS EXPENSE-FACILITY	429.700.C00 CAPITAL EXPENDITURES - FACILITY	429.705.A00 CAPITAL EXPENDITURES - SYSTEM	429.905.000 MISCELLANEOUS EEXPENSE-FAC	472.403.A00 PENN WORKS LOAN EXP - PRINCIPAL /4スペイパ・コ	472.404.A00 PENN WORKS LOAN EXP - INTEREST	472.405.A00 RELIANCE LOAN EXP - PRINCIPAL <i>多は44の.い</i> り	472.406.A00 RELIANCE LOAN EXP - INTEREST	472.411.A00 NORTHWEST LOAN #3892 PRINCIPAL (O) 524.35	472.412.A00 NORTHWEST LOAN #3892 INTEREST	475.000.A00 TRUSTEE FEE EXPENSE		492.095.B00 TRANSFER TO CAPITAL PROJ FUND	Total Expenses

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Net Income



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\$369,036.40	\$1,694,610.66
checking	money market

Loan Balances @ 7/31/25

\$155,982

\$155,982.13 \$2,692,082.79 \$707,869.04

Reliance Northwest PennWorks Balance in Capital Projects Fund @ 7/31/25

\$224,100.00

Bellefonte Borough Authority Meeting September 3rd 2025 WWTP Report

Bulk Water sales for the month of August were approx. 100,000 gals.

8/4/25 – Maintenance worked on UV bank 1A & replaced the <u>new</u> defective module board w/spare, defective under warranty.

8/6/25 – Sent Jean a list of IU violations incurred after the adjustments to the sampling responsibilities.

8/7/25 – Flagged 4 hay fields @ the Schaeffer far. Blew a hydraulic line on the loader at the field, repaired on site. Spread 194 wet tons, finished up on 8/11.

8/12/25 – Received the 3 new Gorman Rupp R.A.S. pumps for the project.

8/15/25 – Repaired a 3" water line break in the tunnel system. One of the magnetite slurry pumps went OOS.

8/19/25 – Contacted by Suburban labs that a sample result from 8/13 will be noted as passed hold time. – Jean sent a copy of the local limits evaluation sampling plan that was submitted to EPA, their review and comments arrived late in the day.

8/25/25 – Received notification from American Aquatics that we'll have a fail for one of the species used in the yearly WET test due to lack of reproduction. – B&L, Martz, PSI, & Power House Electric on site for preliminary meeting for the pump installation project.

8/26/25 – Emailed Martz Tech. to proceed with cybersecurity update to the plant network & also the installation of radar flow sensors for the R.A.S. lines. – The plants hazardous chemical removal quote was received from Arcwood Environmental (\$11,025).

8/28/25 – The quarterly SOUR test and PSU lab sampling on the biosolids was completed.

Water Report September 2025

8/1-6/25	16" water main relocation (near Rutter's on Benner Pike)
8/6/25	Training on new GPS utility locator
8/7/25	Repair 4" water main @ W. High St / Thomas St (clamp)
8/8/25	Replace water service line at 137 and 140 Haupt Ave (Galvanized on both)
8/11-12/25	Repair 1 ½" water main at W. Cherry Ln / S. Spring St (replaced 20 ft with CTS)
8/13/25	Ran new water line for chlorine analyzer @ Big Spring Pump House
8/20/25	Leak detection on Hughes St
8/21/25	Pump #3 motor failure @ Big Spring Pump House
8/26/25	Repair 6" water main @ 326 Hughes St (clamp)
8/29/25	Topsoil repair locations

Replaced 58 water meters

Marked 68 PA- 1 Calls

WATER AGREEMENT

THIS WATER AGREEMENT (the "Agreement") is made and entered into this
day of April, 2019 (the "Effective Date"), by and
between BELLEFONTE BOROUGH AUTHORITY , a Pennsylvania municipal authority
("Authority"), and NIAGARA BOTTLING, LLC, a Delaware limited liability company
("Niagara").

BACKGROUND

- A. The Authority is the owner of a water storage, transmission and distribution system (the "System") serving customers in the Borough of Bellefonte (the "Borough"), Spring Township, Benner Township, and College Township, Centre County, Pennsylvania.
- B. The System presently has an excess of approximately two (2) million GPD of potable spring water which, subject to the terms and conditions of this Agreement, Authority is willing to make available to Niagara, provided, that such excess is subject to change from time to time and is subject to the discretion of the Authority regarding the determination of the existence of any excess or deficiency in water and the priority allocation and/or distribution of such water.
- C. Niagara desires to secure a source of potable spring water for use in its bottled water business, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I

SALE OF WATER

Section 1.01. Authority agrees to sell to Niagara on a bulk basis, a minimum of 186,000 gallons of potable spring water per day subject to, and contingent upon, the terms and conditions set forth herein. Nothing herein is intended to bind Niagara to purchase any minimum quantity of potable spring water from Authority. Notwithstanding the foregoing, Niagara shall not withdraw and/or purchase more than 200,000 gallons of water in any day during the term of this Agreement without the express prior written consent of the Authority. It is anticipated that Niagara and Authority shall enter into a separate Agreement or amend this Agreement to provide for Niagara's right to withdraw water on terms separate from those existing in this Agreement, which may include construction of another filling station to meet Niagara's needs for additional water in excess of 200,000 gallons per day. Niagara acknowledges that the Authority reserves the right and discretion to limit the distribution of water to Niagara to the above-stated maximum gallons per day under any circumstances. Niagara further acknowledges that the Authority has the discretion to determine whether there is sufficient excess water to comply with the terms of this Agreement at any given time and to prioritize the allocation and/or distribution of water as the Authority reasonably deems to be in the best interest of its customers and the public. The Authority agrees to provide written notice to Niagara of any changes in such excess that substantially affects the Authority's ability to make available a minimum of 186,000 gallons of potable spring water a day to Niagara.

Section 1.02. As further provided below in this Agreement, it is expressly understood that Authority makes no representations, warranties or guarantees as to the quality of the water supplied hereunder or its availability. The parties agree that the use of the term "potable" throughout this Agreement, and this Agreement itself, shall not impose, place or create any additional obligations, responsibilities or liabilities on or against the Authority, including, but not limited to, any responsibilities for compliance with any federal, state or local laws, regulations, rules, ordinances or orders, including any laws or regulations relating to the environment; provided, however that Niagara is relying upon the fact that the Authority provides the spring water to the public for human consumption. Notwithstanding anything to the contrary, Authority shall notify Niagara as promptly as possible of any emergency and other conditions of which the Authority has actual knowledge, which may directly or indirectly (i) prevent the Authority from selling the potable spring water to Niagara or any other customer as provided hereunder, or (ii) substantially affect the quantity or quality of the potable spring water supplied to Niagara hereunder or any other customer, including any notice of potential contamination in the water to the extent Authority has knowledge of same. In the event Authority has knowledge of contamination in the water to be supplied under this Agreement, Authority will agree to withdraw and provide a sample of the water to Niagara for testing at a facility of Niagara's choosing, provided that the testing shall be done at Niagara's sole cost and expense. It is expressly understood and agreed that Authority shall have no liability for any such contamination, other than its notification obligation described above.

Section 1.03. Niagara acknowledges that the supply of potable spring water hereunder is subject to the needs and requirements of the inhabitants of the Borough, any prior existing contracts and agreements involving the supply of potable spring water from the Authority's System, and the present customers of the Authority's System located within and beyond the political boundaries of the Borough. It is also subject to the continuing production of the Authority's potable spring water from the source known as the "Big Spring" at a rate that allows all of the potable spring water use demands of the Authority's present customers to be met before potable spring water can be made available to Niagara. The Authority agrees to act in good faith and shall not arbitrarily reduce or cause to be reduced the quantity of potable spring water from the "Big Spring". The Authority therefore retains the right to prioritize, curtail or temporarily cease the delivery of potable spring water hereunder in the event such water use demands of the existing customers are unable to be met due to unforeseen circumstances, drought restrictions, emergencies, or other operational conditions outside of the reasonable control of the Authority that require the Authority to suspend or limit bulk water sales. The Authority will provide prompt written notice to Niagara if it curtails or temporarily ceases the delivery of potable spring water hereunder. Such written notice will be provided to Niagara by the Authority within five (5) business days of such curtailment or cessation hereunder.

Section 1.04. Niagara agrees that the supply of potable spring water from the Authority's System and this Agreement shall at all times be subject to and in strict

compliance with the rates, rules and regulations of the Authority and any terms and conditions of any permits issued to the Authority by the Pennsylvania Department of Environmental Protection.

Section 1.05. All bottled water from the Big Spring packaged for sale to the public shall prominently display on its label information which identifies the source of the potable spring water as Bellefonte, PA.

Section 1.06. Authority agrees to operate and provide Niagara, its employees, agents, and its third-party potable spring water carriers with access to Filling Station at 615 Pleasant View Blvd., Bellefonte, Pennsylvania (for purposes of this Agreement, the "Filling Station") twenty-four hours a day, seven days a week, three hundred and sixty-five days a year; provided, however, Niagara and its employees, agents and representatives shall reasonably cooperate with the Authority with regard to any reasonable requirements of the Authority concerning withdrawal of water at the Authority's Filling Station. Niagara will submit in writing to Authority a schedule of the weekly dates and times Niagara intends to access the Filling Station; provided, that Niagara may change any particular date and time for access upon no less than twenty-four (24) hour's advance written notice to the Authority.

Section 1.07. AUTHORITY DOES NOT WARRANT THE QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY WATER CONTRACTED FOR UNDER THIS AGREEMENT, WHETHER OR NOT ACTUALLY SOLD TO NIAGARA UNDER THIS AGREEMENT. NIAGARA ACKNOWLEDGES AND AGREES THAT BEFORE ENTERING INTO THIS AGREEMENT, IT HAS EXAMINED THE WATER SOURCE, AND THE MEANS OF DELIVERY OF THE QUANTITIES OF

WATER WHICH ARE CONTRACTED FOR UNDER THIS AGREEMENT, AND THAT AS OF THE DATE OF SUCH EXAMINATION IT HAS FOUND ALL SUCH ITEMS ADEQUATE AND SATISFACTORY FOR NIAGARA'S PURPOSES. ONCE THE WATER HAS BEEN WITHDRAWN BY NIAGARA, NIAGARA SHALL BE SOLELY RESPONSIBLE AND LIABLE FOR THE QUALITY AND USEFULNESS FOR ANY PARTICULAR PURPOSE, INCLUDING HUMAN CONSUMPTION, OF ALL WATER EXPORTED BY, TRANSPORTED BY, USED BY, OR SOLD BY, OR DELIVERED BY NIAGARA. IN NO EVENT WILL AUTHORITY OR BOROUGH BE LIABLE TO NIAGARA OR ANY OTHER THIRD PARTY, INCLUDING ANY CONSUMER OF WATER SOLD BY NIAGARA FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER DAMAGES TO THE PROPERTY OR PERSON.

Section 1.08. The Authority shall permit Niagara access to the Authority's Filling Station to implement, at Niagara's sole cost and expense, weekly microbiological sampling that includes coliform testing, in substantial accordance with the sampling procedure set forth in Exhibit A.

Section 1.09. The Authority shall operate its facilities (including springs, boreholes/wells, water treatment equipment, meters/measurement devices, record keeping, storage tanks, hoses, pumps, Filling Station and other related on-site infrastructure) in accordance with all applicable state and federal requirements (including the requirements of the bioterrorism act). The Authority shall maintain the facilities (including ingress/egress) in a manner sufficient to allow Niagara and Niagara's water haulers access during the operating & delivery hours described herein. Furthermore, the facilities shall be clean and sanitary. At no time shall the Authority store/use chemicals

and/or hazardous substances in or around the facilities that could in any manner pose a contaminant threat to the land or water resources of said facilities.

ARTICLE II

TERM

Section 2.01. The initial term of this Agreement shall commence upon the Effective Date and shall continue for five (5) years thereafter (the "Initial Term"). This Agreement will thereafter automatically renew on an annual basis (the "Renewal Term") unless either party provides written notification of intent not to renew at least twelve (12) months in advance or in the event the Agreement is terminated in accordance with any termination provisions hereunder.

ARTICLE III

RATES AND PAYMENTS

Section 3.01. Niagara shall pay the volume metric rate of \$\$0.00835 per gallon of potable spring water provided to Niagara under this Agreement. Except as may otherwise be required by law, no additional fees shall apply or be charged to Niagara at any time, including, but not limited to: connection fees, impact fees, and capacity fees, and no water rights need to be purchased, and there shall be no one-time upfront fees. This rate may be subject to increase based on any uniform increase to the Authority's water rates, as adopted by resolution of the Authority at a public meeting. The Authority shall notify Niagara in writing of any increase in the rate to be paid for the potable spring water under this Agreement. In addition, Niagara shall pay any other costs incurred by either Niagara regarding the sale of finished goods produced by Niagara, it being

specifically understood and agreed that the Authority shall not be responsible for any cost or expense incurred in the sale of finished goods produced by Niagara. If Niagara does not agree to pay the increased potable spring water rate as identified above, Niagara may terminate this Agreement by at least thirty (30) days advance written notice of such termination to Authority as provided in Section 5.

Section 3.02. Niagara shall be invoiced for all potable spring water supplied under this Agreement on a monthly basis. All payments shall be made within thirty (30) days of the date of invoice.

Section 3.03. In the event Niagara shall fail to pay for the water as required hereunder within thirty (30) days after the date of any invoice, the Authority shall give written notice of nonpayment to Niagara ("Notice of Nonpayment"). If Niagara fails to cure such nonpayment in full within ten (10) days after Authority gives written Notice of Nonpayment to Niagara (the "Payment Cure Period"), then Authority shall have the right, at its option, to pursue any and all remedies available at law or equity against Niagara, including terminating this Agreement upon thirty (30) days written notice to Niagara and/or bringing an action at law for recovery of any outstanding fees owed to the Authority. In the event of timely cure by Niagara, Niagara shall not be deemed to be in breach of this Agreement and not charged a late fee of any kind.

Section 3.04. All withdrawals of water by Niagara shall occur at the Filling Station unless otherwise mutually agreed upon by the parties in writing. The Authority shall make potable spring water available for distribution at the Filling Station.

Section 3.05. Niagara represents and warrants that it shall use the water supplied hereunder in connection with its bottled water and beverage business and for no

other purpose.

ARTICLE IV

INDEMNIFICATION

Section 4.01. Niagara agrees to release, indemnify, protect, defend and hold harmless. Authority, its members, directors, officers, employees, agents, and representatives, and each of the aforementioned parties' respective successors, assigns, heirs, legal representatives, officers, directors, shareholders, employees, invitees and agents (collectively referred to herein as "Authority Indemnitees") for, from and against all liabilities, claims, damages, losses, liens, fines, penalties, costs, causes of action, suits, judgments and expenses (including court costs, reasonable attorneys' fees, and costs of investigation) of any nature, kind or description of any person or entity, to the extent directly or indirectly arising out of, caused by, or resulting from (in whole or in part), any grossly negligent act or omission or willful misconduct of Niagara.

Section 4.02. Authority agrees to release, indemnify, protect, defend and hold harmless Niagara, its owners, directors, officers, employees, agents, and representatives, and each of the aforementioned parties' respective successors, assigns, heirs, legal representatives, officers, directors, shareholders, employees, invitees and agents (collectively referred to herein as "Niagara Indemnitees") for, from and against all liabilities, claims, damages, losses, liens, fines, penalties, costs, causes of action, suits, judgments and expenses (including court costs, reasonable attorneys' fees, and costs of investigation) of any nature, kind or description of any person or entity, to the extent directly or indirectly arising out of, caused by, or resulting from (in whole or in part), any grossly negligent or intentional act or omission or willful misconduct of

Authority.

Section 4.03. Notwithstanding anything in Section 4.02 or elsewhere in this Agreement to the contrary, it is expressly understood that neither the Authority nor its directors, members, officers, employees, agents or representatives, waive any official, sovereign or governmental immunity to which they may be entitled under Pennsylvania or federal law by assuming any obligations under this Agreement, and any indemnification obligation or undertaking hereunder shall not establish any liability to the extent the Authority has immunity under existing Pennsylvania or federal law.

Section 4.04. The Authority's obligations under this Agreement and the Authority's rights in and to the potable spring water and its management end when the potable spring water is distributed to Niagara at the Filling Station.

Section 4.05. The Authority recognizes that Niagara is relying upon the enforceability of this Agreement in making an investment with the Authority. The Authority acknowledges that but-for the enforceability of this Agreement, Niagara would not be making such an investment with the Authority. By entering into this Agreement, however, Authority desires to provide certainty with regard to its total maximum liability for monetary damages arising out of this Agreement or the water to be sold to Niagara hereunder, to the extent Authority would be found by a court of law or other tribunal to be liable for the same. Accordingly, Niagara and the Authority expressly agree that in no event will the Authority's or Niagara's aggregate liability to one another (including any liability for indemnification under this Article 4) in any matter arising from, relating to or connected with this Agreement exceed the sum of Ten Thousand Dollars (\$10,000.00); provided, however, however, the foregoing limitation on Niagara's liability for monetary

damages shall not apply to any amount(s) owed by Niagara for water purchased pursuant to section 1.01 of this Agreement. Furthermore, under no circumstances will either party be liable to the other for special, indirect, incidental, punitive or consequential damages for any matter arising from, relating to or connected with this Agreement, and each party expressly waives and releases all claims against the other party and its members, directors, officers, employees, agents, and representatives for the same.

ARTICLE V

TERMINATION

Section 5.01. The Authority may terminate this Agreement upon thirty (30) days prior written notice to Niagara at any time during the Term upon the occurrence of any of the following:

- (a) A material breach by Niagara of any of the terms and conditions of this Agreement; and/or
- (b) The failure of Niagara to pay any payment when due that remains unpaid after the expiration of the Payment Cure Period.

Section 5.02. Niagara may terminate this Agreement upon thirty (30) days prior written notice to the Authority at any time during the Term upon the occurrence of any of the following:

- (a) A material breach by the Authority of any of the terms and conditions Agreement; and/or
 - (b) Failure to supply the water hereunder.

Section 5:03. The Authority and Niagara otherwise expressly reserve all other rights and remedies at law or in equity.

ARTICLE VI

EXCUSES FOR NON-PERFORMANCE

The failure of a party to perform any obligation under this Section 6.01. Agreement due to an uncontrollable circumstance shall operate as an excuse to performance and will not constitute a breach of any obligation. An "uncontrollable circumstance" means by act, event or condition that has had, or may reasonably be expected to have, a direct material adverse effect on any party's performance hereunder if such act, event or condition is beyond the reasonable control of the party and the party relying thereon has justification for not performing an obligation or complying with any condition required of such party under this Agreement because of such act, event or condition. Such acts or events include, but shall not be limited to: (a) Acts of God, droughts, hurricanes, tornadoes, epidemic, landslides, lightning, earthquake, flood, fire or explosion or similar occurrences; or an act of terrorism, war, blockade, insurrection, riot, general unrest, or restraint of government and people, civil disturbance of similar occurrence; (b) the order, final action, injunction and/or judgment of any federal, state or local court, administrative agency or governmental body which has jurisdiction over the performance of the parties' obligation to this Agreement, or any adverse determination of any such governmental body which would preclude a party from fulfilling its obligations hereunder; or (c) a change in the law which includes the enactment, adoption, promulgation, modification or repeal after the date of this Agreement, of any federal, state, county or other local law, ordinance, code, rule, or regulation or other similar regulation or other similar legislation which establishes obligation on responsibility affecting the performance under this Agreement which are more burdensome than those in effect on the date of this Agreement.

Section 6.02. The Authority will treat any major interruptions to the supply of the potable spring water as an urgent matter and in accordance with its normal business operations. The Authority will reasonably attempt to restore, or cause to be restored, normal service to Niagara. The Authority will take all such actions as it would to any other of the Authority's customers, subject to the Authority's reasonable discretion to prioritize allocation and/or distribution of the water as the Authority deems to be in the best interest of its customers and the public.

ARTICLE VII

MISCELLANEOUS

Section 7.01. This Agreement shall not be assigned by any party without the prior written consent of the other parties hereto, not to be unreasonably withheld or delayed.

Section 7.02. This Agreement shall not be recorded in the Office of Recorder of Deeds or any other office of a place of public record.

Section 7.03. Nothing herein shall be deemed to create the relationship of the parties as joint venturers, partners, agents, or representatives of the other.

Section 7.04. This Agreement is made entirely for the benefit of the Authority, the Borough (to the extent any beneficial right is conferred upon it hereunder), and Niagara and their permitted assigns and successors in interest and no third person or party not enumerated here shall have any rights granted hereunder.

Section 7.05. Nothing in this Agreement shall be construed to require the

Authority to extend water service to any individual or entity other than Niagara.

Section 7.06. The Section headings used in this Agreement are for convenience only and shall not affect the construction of any terms of this Agreement.

Section 7.07. None of the provisions of this Agreement shall be considered waived by either party except when such waiver is given in writing. The failure of either party to insist in any instance on strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any such provision or the relinquishment of any present or future rights hereunder.

Section 7.08. In the event that any provisions of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, all other provisions of this Agreement shall be binding on the parties, and shall remain in full force and effect.

Section 7.09. This Agreement shall be binding upon and, to the extent permitted in this Agreement, shall inure to the benefit of the parties and their respective successors and assigns.

Section 7.10. The parties expressly agree that this Agreement shall be deemed to have been made in and shall be performed in Centre County, Pennsylvania, and that all questions concerning the validity, interpretation, or performance of any terms or provisions of this Agreement, or of any rights or obligations of the parties under this Agreement, shall be governed by and resolved in accordance with the laws of the Commonwealth of Pennsylvania.

Section 7.11. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall

constitute only one legal document. This Agreement shall become effective when copies hereof (when taken together) shall bear the signature of all parties hereto. It shall not be necessary in the making proof of this Agreement to produce or account for more than one such counterpart.

Section 7.12. All notices or other communications required or permitted hereunder will be in writing and deemed given if emailed and (a) delivered personally, or (b) (i) deposited in U.S. mail, registered or certified mail, postage prepaid, return receipt requested, or (ii) delivered to a national express mail service which requires a receipt from the recipient and, in either case (i) or (ii), a receipt is obtained; and (c) in either case (a) or (b), it is addressed as follows:

If to the Authority:

Bellefonte Borough Authority
236 West Lamb Street
Bellefonte, PA 16823
Attention: Ralph W. Stewart
rstewart@bellefontepa.gov

If to Niagara:

Niagara Bottling, LLC 2560 E. Philadelphia St. Ontario, CA 91761 Attention: Legal Department jgranger@niagarawater.com

With a copy to:
Niagara Bottling, LLC
2560 E. Philadelphia St.
Ontario, CA 91761
Attention: Procurement Department echen@niagarawater.com

Section 7:13. This Agreement reflects the entire agreement and understanding among the parties and there are no other covenants or agreements between and among the parties that are not herein contained.

Section 7.14. This Agreement shall be authorized and duly approved by authorized resolution adopted by the Authority.

Section 7.15. Time shall be of the essence of the performance of this Agreement.

Section 7.16. All disputes arising between the parties in connection with this Agreement, which cannot first be settled amicably and satisfactorily between the parties, shall be finally settled under the rules of arbitration of the American Arbitration Association, except as may be otherwise specifically provided in this section. The party requesting arbitration shall give a written demand of arbitration to the other party by permissible notice hereunder. The demand shall set forth a statement of the nature of the dispute, the amount involved and the remedies sought. No later than thirty (30) days after the demand for arbitration is served the parties shall jointly select a mutually agreeable arbitrator having a place of business in Centre County, Pennsylvania. If the parties cannot agree upon a single arbitrator within such time period, each party shall, not later than forty-five (45) days after the demand of arbitration has been served, select an individual to sit upon a panel of three arbitrators and notify the other party in writing of such individual. Thereafter, the two appointed arbitrators shall promptly select a third arbitrator to sit on the panel. Unless extended by the parties in writing, the hearing shall commence no later than one hundred twenty (120) days after all arbitrators shall have been appointed. The law of the Commonwealth of Pennsylvania shall govern all questions of procedure in cases where the aforementioned rules offer no guidance. Any arbitration award shall be based on and accompanied by findings of fact and conclusions of law and shall be conclusive as to the facts so found. The arbitration shall be conducted in Centre County, Pennsylvania. The arbitration board's award may include compensatory damages against either party. The parties agree to accept the decision of the board of arbitrators, and judgment upon any award rendered by the board may be entered in a court of competent jurisdiction; provided, however, nothing in this section shall restrict the right of either party to apply to a court of competent jurisdiction for such equitable relief as is necessary to preserve and enforce their rights under this Agreement.

Section 7.17. Confidentiality. The parties herein acknowledge and understand that they may come into possession of information or data which constitute trade secrets, know-how, confidential information or are otherwise considered to be secrets of the other party (hereinafter "Confidential Information"). In consideration of the receipt of such Confidential Information ("Receiving Party") from the disclosing party ("Disclosing Party"), the Receiving Party agrees to maintain such Confidential Information in the utmost of confidence, use such Confidential Information solely in connection with the intended business relationship established hereunder and take all measures reasonable and appropriate to protect such Confidential Information. The Receiving Party agrees to maintain the Confidential Information in confidence and shall not, nor shall it permit its employees, agents, and/or subcontractors to sell, transfer, publish, disclose, display or otherwise make accessible the documentation, or any copies thereof, or the services, in whole or in part, to any third party, or use the documentation or services for its own benefit or the benefit of others. Each Receiving Party recognizes and acknowledges that

any breach or threatened breach of this Agreement may cause irreparable harm for which monetary damages may be inadequate. As such, each Receiving Party agrees, therefore, that any Disclosing Party shall be entitled to an injunction or other equitable relief (with bond or other security) to restrain a Receiving Party from such breach or threatened breach. Furthermore, should a Receiving Party breach this Agreement and disclose the Disclosing Party's Confidential Information to a third party who incorporates the Confidential Information into its products and/or services, such Receiving Party understands and acknowledges that the Disclosing Party's remedies shall be broad and include, but not be limited to, seek an injunction or other equitable relief (with bond or other security), recovery of monetary damages from the Receiving Party for the breach or threatened breach of this Agreement and/or the disgorgement of any and all profits from any third party or parties who received the Disclosing Party's Confidential Information and any other remedy at law or in equity from any breach or threatened breach of this Agreement in order to place the Disclosing Party in the position it would have been but for the breach or threatened breach of this Agreement.

Section 7.18. Notwithstanding Section 7.17 above, Niagara acknowledges that the Authority is a local agency subject to the Pennsylvania Right-To-Know Law, 65 P.S. § 67.101 et seq. (the "RTK Law"). The Authority acknowledges that information provided by Niagara may contain proprietary, financial or other data, the disclosure of which could cause substantial injury to Niagara's business. Niagara shall identify information considered to be confidential and provide a statement that such information is considered confidential by Niagara and disclosure of such information would cause substantial injury to Niagara. In the event a request for such information is received by

the Authority, the Authority will advise Niagara of the request and ask Niagara to submit a detailed statement indicating Niagara's legal basis for treating the information as confidential or otherwise seeking exemption from disclosure under federal, state or local law. The Authority will exercise care in applying this procedure, but shall not be held liable for any damage or injury that may result from any disclosure that may occur in accordance with the RTK Law.

Section 7.19. All covenants, conditions, warranties, uncompleted obligations and indemnifications contained in this Agreement, which may involve performance subsequent to any termination of this Agreement, or which cannot be ascertained or fully performed until after termination of this Agreement shall survive.

Section 7.20. This document shall be deemed to have been mutually drafted by the parties hereto. Any ambiguity in the interpretation of this Agreement shall not be construed or interpreted against either party, as drafter.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

ATTEST:	BELLEFONTE BOROUGH AUTHORITY
By: The way	By: Luw Dullur Frank Halderman, Vice President
Date Signed: April 3 7 2019	_
ATTEST:	NIAGARA BOTTLING, LLC
By: 12 16 2	By: MUAGMAN Name: Janella Gunger Title: Director of Legal Affair

Date Signed: 4/8/2019

SUPPLIES:

- Alcohol/Chlorine wipes or a detergent disinfectant (i.e. BacDown)
- Isopropyl Alcohol
- Cooler with ice packs
- Disposable gloves
- Sterile sample containers with sodium thiosulfate as necessary
- Water resistant marker
- Chain-of-custody form, and corresponding label

REMARKS:

- 1. Do not open the sample container until just before taking the water sample.
- 2. At no time should the sampler's fingers come in contact with the inside of the sample container.
- 3. Collect samples for microbiological examination in sterile containers. If necessary, ensure the sample container contains sodium thiosulfate (for chlorinated samples).
- 4. If sampling open tanks, rivers, reservoirs or other sources that require dipping the container into the source, sterile bottles are required as sample containers.
- 5. The time between collection and the start of analysis **shall not exceed 24 hours**. Therefore sampling should take place immediately prior to shipping.
- 6. Use a new pair of rubber gloves for each sample.

Philip Line 2 13:09 Line 2



PROCEDURE:

Preparation

- Using a marker record the following information on the label provided – date, sample location and sample time. Affix the label to the sample bottle. NOTE: An example of the label can be found on the last page of this document.
- 2. On the chain-of-custody form, record the date and time the sample was taken, the sampler's name, and the date the sample was consigned for shipment. All fields highlighted in yellow is to be completed by the sampler.
- 3. Proceed to sample area.
- 4. Before opening sample container, put on disposable gloves.

Potable Water & Wastewater









		Rellefonte Boroi	igh Authority September 3, 2025
Procedure for Microbiol	ogical Sampling		niaoara
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Distribution System

- 1. If the water sample is to be taken from a distribution system tap without attachments, select a tap that is supplying water from a service pipe directly connected with the main, and is not, for example served from a cistern or storage tank.
- 2. Disinfect the tap with an alcohol/chlorine wipe or the detergent disinfectant (i.e. BacDown).
- 3. Open tap fully and let water run to waste for at least 3-5 minutes or for a time sufficient enough to permit flushing of the entire service line whichever is longer.
- 4. Sanitize gloves with isopropyl alcohol, and allow 30 seconds for the alcohol to dry.
- 5. Slowly fill the container to <u>a level above the line</u> as indicated in the graphic shown. Do not let the container overflow if sodium thiosulfate is used.



Rivers, Streams, Lakes, Reservoirs, Springs or Shallow Wells

- 1. Grasp a bottle by its base and plunge into the water source with the neck facing down.
- 2. Turn the bottle until the neck is pointing slightly upward and the mouth is directed toward current (if any) and allow bottle to fill. After filling, remove bottle from water with the neck pointing up.
- 3. Tightly cap the bottle.

Transportation

- 1. Place the sample and the corresponding chain-of-custody form in the cooler and place a sufficient amount of gel ice packs to keep the sample cold during transport to the laboratory.
- 2. Transport the samples to the laboratory via **Next Day Priority Delivery**.
- Samples should be shipped to the following address on Monday to Thursday:
 Northeast Laboratory
 227 China Road
 Winslow, Maine 04901

Procedure for Microbiol	ogical Sampling	Neneimie Korong	niaoara
	· Version 04	Page 3 of 5	, BOITLING, LLC

CHAIN OF CUSTODY RECORD

Compliance 159 South	Compliance 159 South Stark Highway	REPORT TO: 1 Stark Highway Jew Hampshire (1328)	CLENT NAME TO APPEAR ON REPORT:		LAB USED: OR	ORDER #
♦ Desigr	Designs rel (603) 529-4977 Fax (603) 529-498	529-4977 529-4988		James,	TURNAROUND TIME PW	PWS #:
PROJECT NAME:	-		PROJECT #:			
SAMPLE NUMBER	DATE & TIME OF SAMPLE COLLECTION	SAMPLE DESCR	SAMPLE DESCRIPTION AND PRODUCTION CODE	BER OF AINERS	ANALYSIS REQUIRED	URED
		Sample descrip efc.	Sample description (ie. Source, product, efc.	ļ as		
SAMPLER'S SIGNATURE	IURE		PLEASE PRINT BELOW:	COMPLIAN 50 Star	covruance careas 50 State Compliance	
RELINGU	RELINQUISHED BY	DATE/TIME	ACCEPTED BY DATE/TIME	TIME	NOTES TO LABORATORY	RATORY
t e		1.7				
						7

Procedure for Microbiological Sampling

Version 04

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Rellefonte Borough Authority September 3, 2025

Page 4 of 5

Compliance Designs 159 Stark Highway Weare NH 03281 (603) - 529-4977	sus Sv	CHAIN OF CUSTODY RECORD Client info. to Appear .	Y RECORD Client info. w Appear on Report:
Project: Weekly BadF.P.s	AF.P.s	Lab Used: NEL	TAT: STND
Sample ID	Sample Collection Date/Time* 'Do not complete if 'Do will collect sample from finished product container	Description* • e.g., Municipal Source, String Finished Product, Production Code: 020508 12:12 1 Liter 12 Provide production date and line into for product samples only. Source:	Analysis TCMF, ECMF, HPCDW TCMF, ECMF, HPCDW
Sampler:		Relinquished By:	Date/Time:

		Bellefonte Borou	gh Authority September 3, 2025
Procedure for Microbiol	ogical Sampling		nlagara
,	· Version 04	Page 5 of 5	BOITLINO, LLO

Designs tk Highway 03281 4977	Analysis: TCN Preservative: Sample #:			
25 E E E	Description:			
olain orth S are N 33,55	Date:	/	1	
27 5 0 7	Time:			
ნთ <u>≯</u> ⊱ ეფ	Sampler:			
2.5				

Cell Site Name: N College Township

Fixed Asset No.: 10030666 Market: E.PA S.NJ DE

Address: 254 Transfer Rd. State College, PA 16801

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT ("Fourth Amendment") dated as of the later date below is by and between Borough of Bellefonte, having a mailing address at 236 West Lamb Street, Bellefonte, PA 16823 (hereinafter referred to as "Lessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd NE 3rd Floor Atlanta, GA 30319 (hereinafter referred to as "Lessee").

WHEREAS, Lessor and Lessee (or their predecessors in interest) entered into a Lease Agreement dated December 30, 2002, as amended by First Amendment to Lease Agreement dated June 29, 2006 and a Second Amendment to Lease Agreement dated February 12, 2008, and a Third Amendment dated July 15, 2013, (hereinafter, collectively, the "Agreement"), whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 254 Transfer Road (Tax Parcel No. 19-2-29D), Bellefonte, PA 16823 ("Property"); and

WHEREAS, Lessor and Lessee desire to extend the term of the Agreement; and

WHEREAS, Lessor and Lessee desire to modify, as set forth herein, the Rent (as defined below) payable under the Agreement; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to clarify the scope of Licensee's permitted use of the Premises; and

WHEREAS, Lessor and Lessee, in their mutual interest, further wish to amend the Agreement as set forth below.

- 1. Term. The Term of the Lease Agreement shall be amended to provide that commencing on April 1, 2025, will be automatically renewed, upon the same terms and conditions of the Agreement, for five (5) additional sixty (60) month terms (each an "Extension Term"). Hereafter, "Term" shall include the Current Term and any applicable Extension Term. The Terms will automatically renew without further action by Lessee, unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the Current Term or any Extension Term. Lessor agrees and acknowledges that, except as such permitted use or other rights may be amended herein, Lessee may continue to use and exercise its rights under the Agreement as permitted prior to the first Extension Term.
- 2. Acknowledgement. Lessor acknowledges that: 1) this Amendment is entered into of the Lessor's free will and volition; 2) Lessor has read and understands this Amendment and the underlying Agreement and, prior to execution of the Amendment, was free to consult with counsel of its choosing regarding Lessor's decision to enter into this Amendment and to have counsel review the terms and conditions of the Amendment; 3) Lessor has been advised and is informed that should Lessor not enter into this Amendment, the underlying Agreement between Lessor and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

Cell Site Name: N College Township

Fixed Asset No.: 10030666 Market: E.PA S.NJ DE

Address: 254 Transfer Rd. State College, PA 16801

- 3. Modification of Rent. Commencing on April 1, 2025, the current Rent payable under the Agreement shall be Two Thousand Three Hundred Forty-Five Dollars and 85/100 (\$2,345.85) per month, and shall continue during the Term, subject to adjustment as provided herein. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.
- **4. Notices**. Section 17 of the Agreement is hereby deleted in its entirety and replaced with the following:

All notices, requests, payments of Rent, demands, and other communications required or permitted hereunder shall be given as follows:

For Notices of Default to Tenant:

- a) To Tenant's Lease Administration Department at NoticeIntake@att.com; and
- b) To Tenant's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

New Cingular Wireless PCS, LLC

Attn.: Legal Dept – Network Operations

Site No. PAL04386; Cell Site Name: N College Township (PA)

Fixed Asset:10030666 208 S. Akard Street Dallas, TX 75202-4206

For Notices of Default to Landlord:

- a) To Landlord at (adoherty@bellefontepa.gov); and
- b) To Landlord's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

Borough of Bellefonte 236 West Lamb Street Bellefonte, PA 16823

All other Notices will be sent:

- c) To Tenant's Lease Administration Department at NoticeIntake@att.com; and
- d) To Landlord at (adoherty@bellefontepa.gov);

Cell Site Name: N College Township

Fixed Asset No.: 10030666 Market: E.PA S.NJ DE

Address: 254 Transfer Rd. State College, PA 16801

Notices by email will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other Notices shall be effective when received unless returned undelivered. Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

5. Removal/Restoration. In addition to the terms set forth in the Agreement, Lessor agrees that the Communications Facility and any related equipment brought to the Premises by Lessee, its agents, contractors, predecessors-in-interest or sublessees, shall be and remain Lessee's personal property or the personal property of its sublessee(s), as the case may be. Lessor waives any and all rights it may have, including any rights it may have in its capacity as Lessor under the Agreement to assert any liens, encumbrances or adverse claims, statutory or otherwise, related to or in connection with the Communications Facility or any portion thereof. Lessee, in its sole discretion, may remove the Communications Facility or any portion of the Communications Facility at any time during the Term of the Agreement, without notice to Lessor and without Lessor's consent. Notwithstanding any terms to contrary, Lessee will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Lessee be required to remove from the Premises or the Property any foundations or underground utilities. Tenant may, in its sole discretion, transfer any improvements or alterations to the Premises to Lessor at any time during the Term of the Agreement without notice to Lessor and without the Lessor's consent.

6. SALE OF PROPERTY.

- (a) Lessor shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.
- (b) If Lessor, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Lessee, Lessor shall promptly notify Lessee in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Lessee's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Lessor or its successor shall send the documents listed below in this subsection (b) to Lessee. Until Lessee receives all such documents, Lessee shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.
 - i. Old deed to Property
 - ii. New deed to Property
 - iii. Bill of Sale or Transfer
 - iv. Copy of current Tax Bill
 - v. New IRS Form W-9
 - vi. Completed and Signed AT&T Payment Direction Form
 - vii. Full contact information for new Lessor including phone number(s)

Cell Site Name: N College Township

Fixed Asset No.: 10030666 Market: E.PA S.NJ DE

Address: 254 Transfer Rd. State College, PA 16801

(c) Lessor agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless Communications Facility if such installation, operation or maintenance would interfere with Lessee's Permitted Use or communications equipment as determined by radio propagation tests performed by Lessee in its sole discretion. Lessor or Lessor's prospective purchaser shall reimburse Lessee for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Lessee, Lessor shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless Communications Facility or equipment.

- (d) The provisions of this Section shall in no way limit or impair the obligations of Lessor under this Agreement, including interference and access obligations.
- 7. RIGHT OF FIRST REFUSAL. Notwithstanding any other provisions contained in the Agreement, if at any time after the Effective Date, Lessor receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises ("Offer"), Lessor shall immediately furnish Lessee with a copy of the Offer. Lessee shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer, but Lessee may assign its rights to a third party. If Lessee chooses not to exercise this right or fails to provide written notice to Lessor within the ninety (90) day period, Lessor may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Lessor attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section, the sale, conveyance, assignment or transfer shall be void. Lessee shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Lessor complies with this Section. Lessee's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section with respect to any future proposed conveyances as described herein.
- 8. Sublease Rights. Lessee may sublease all or any portion of the leased Property to any person or entity licensed by the FCC to operate wireless communications services (hereinafter, a "Sublessee") upon such terms and conditions as Lessee and Sublessee shall agree (each such Agreement a "Sublease"). From and after the Effective Date hereof, provided a Sublease is subject to the terms and conditions of the Lease Agreement as amended hereby and in consideration of the amended terms herein, Lessor's consent to a Sublessee or Sublease will not be required. Notwithstanding any terms in the Lease Agreement to the contrary, no revenue sharing from sublessees shall be due to Lessor nor shall Lessor be responsible to review plans from Lessee or its sublessees.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site Name: N College Township

Fixed Asset No.: 10030666 Market: E.PA S.NJ DE

Address: 254 Transfer Rd. State College, PA 16801

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Fourth Amendment on the date and year below.

LESSOR: Borough of Bellefonte,	LESSEE: New Cingular Wireless PCS, LLC, a Delaware limited liability company By: AT&T Mobility Corporation Its: Manager
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

DEED OF EASEMENT

THIS DEED OF EASEMENT is made this day of
2025 (the "Effective Date") by and between Edward S. Ranio and Kristine K. Ranio
nusband and wife, having an address at 136 Railroad Street, Bellefonte, Pennsylvania
(hereinafter referred to as "GRANTORS"),

-AND-

The Bellefonte Borough Authority, a body corporate and politic and municipal authority incorporated under the Municipality Authorities Act of 1945, as amended, with an office address at 301 N. Spring Street, Suite 200, Bellefonte, Pennsylvania (hereinafter referred to as "GRANTEE").

RECITALS

- A. GRANTORS are the owners of certain real property located in Bellefonte Borough, known as Centre County Uniform Tax Parcel No. 32-301-006 and more particularly described in the Deed dated March 17, 2004 and recorded in the Centre County Recorder of Deeds in Record Book 1665 at Page 0996 (the "PREMISES"), which was consolidated into a single parcel from two (2) separate parcels owned by GRANTORS pursuant to a land development plan titled "Final Plan Lot Consolidation of Lands of Edward S. and Kristine K. Ranio" prepared by Kerry A. Uhler & Associates, Inc., dated ______ and recorded in the Centre County Recorder of Deeds in Record Book _____ at Page ____ (the "Final Plan").
- B. GRANTORS desire to grant, bargain, and convey to GRANTEE an easement in, on, over and across a portion of the PREMISES for the purposes of installing, operating, and maintaining a waterline (the "Waterline"), and GRANTEE desires to accept the same on the terms and conditions set forth herein.

NOW THEREFORE, GRANTORS, intending to be legally bound, do hereby grant, bargain, and convey to GRANTEE and its successors and assigns a perpetual easement and right-of-way, in, on, over, and across all the PREMISES for the purposes described

in this Agreement (the "Easement"). The location of the Easement shall be within the location of the PREMISES as described and depicted in Exhibit "A" attached hereto and made a part hereof (the "Easement Area").

Together with the right in GRANTEE to locate, install, construct, operate, maintain, replace, remove, alter, renew, inspect, and/or repair the Waterline within the Easement Area, and with the right of ingress, egress, and regress to and over the PREMISES for the purposes herein.

To have and hold all the singular and privileges and rights aforesaid to the GRANTEE and its successors and assigns to and for the only proper use of the GRANTEE and its successors and assigns forever.

Under and subject to the following covenants, restrictions, and terms which form part of the consideration of this grant:

- 1. GRANTEE shall have the right to locate, install, construct, operate, maintain, replace, remove, alter, renew, inspect, and repair the Waterline within the Easement Area and shall have the right of ingress, egress, and regress to and over the PREMISES for such purpose.
- 2. GRANTORS shall not permit or grant any easements, licenses, or other rights for any surface or underground construction of utility lines or otherwise within the Easement Area that would interfere with the Easement granted to GRANTEE hereunder.
- 3. GRANTEE shall have the right to occupy the surface of the Easement Area for any purpose not inconsistent with the rights granted hereunder, but GRANTORS shall not erect any buildings or structures of any kind, including fences, driveways, sidewalks, curbing, signs, and the like, or plant any vegetation upon the Easement Area, except for ground cover as approved by GRANTEE.
- 4. Upon completion of any work done by GRANTEE within the Easement Area pursuant to the Easement hereby granted, GRANTEE shall restore the surface area disturbed; provided, however, that GRANTEE shall not be responsible to replace any fences, sidewalks, curbing, or any other structures that are placed by GRANTORS within the Easement Area.

- 5. GRANTORS hereby warrant title to the PREMISES and the Easement granted hereunder free and clear of all liens and encumbrances and agree to protect, defend, indemnify, and hold harmless GRANTEE from any and all liens and encumbrances for costs necessary to clear any such liens or encumbrances.
- 6. The obligations of GRANTORS hereunder shall extend to any record owners of the PREMISES, or any portions thereof, now or in the future, together with their heirs and assigns and successors in interest.
- 7. GRANTORS hereby agree to release, indemnify, defend, protect, save, and hold GRANTEE harmless from and against any and all claims, demands, liability, damages, costs, and expenses, including, without limitation, court costs and attorneys' fees, resulting from any and all loss of life or property, or from injury or damage to the person or property of any person, firm, corporation, or entity, including GRANTORS, arising out of or in connection with any violation of this Agreement or any rights granted herein, except where such loss of life or property or injury results from the negligence or willful misconduct of GRANTEE.
- 8. The Easement rights and privileges herein granted and subject to the terms herein shall be a covenant running with the PREMISES and be binding on and run to the benefit of each of the parties and their heirs, successors, and assigns.

Remainder of page left intentionally blank.

IN WITNESS WHEREOF, GRANTORS AND GRANTEE have duly executed this Deed of Easement as of the Effective Date.

WITNESS:	GRANTORS:
	Edward S. Ranio
	Kristine K. Ranio
ATTEST:	GRANTEE:
	Bellefonte Borough Authority
Secretary	By: Name: Title:

COMMONWEALTH OF PENNSYLVANIA :
: SS. COUNTY OF CENTRE :
On this, the
In Witness Whereof, I hereunto set my hand and official seal.
Commonwealth of Pennsylvania - Notary Seal Jennifer H. Bittner, Notary Public Centre County My commission expires March 19, 2027 Notary Public
Commission number 1197720 Member, Pennsylvania Association of Notaries My Commission Expires:
COMMONWEALTH OF PENNSYLVANIA :
: SS. COUNTY OF CENTRE :
On this, the day of, 2025, before me, a Notary Public, personally appeared KRISTINE K. RANIO, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Deed of Easement and acknowledged that she executed the same for the purposes therein contained.
In Witness Whereof, I hereunto set my hand and official seal.
Notary Public My Commission Expires: Commonwealth of Pennsylvania - Notary Seal Jennifer H. Bittner, Notary Public Centre County My commission expires March 19, 2027 Commission number 1197720 Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSTLVANIA	: SS.
COUNTY OF CENTRE	. 33.
undersigned officer, personally appeared	of Bellefonte Borough Authority to do so, executed the foregoing instrument
In Witness Whereof, I hereunto set my	hand and official seal.
	Notary Public My Commission Expires

Exhibit "A"

Legal Description of Easement Area

Beginning at a mag nail set; rebar located on the easterly side of Railroad Street, thence North 28°10'13" West a distance of 74.53' to a point, thence North 63°38'15" East a distance of 9.84' to a point, thence North 21°25'18" West a distance of 34.09' to a point, thence North 27°41'29" West a distance of 41.35' to a point, thence North 43°53'08" East a distance of 15.81' to a point, thence South 27°41'29" East a distance of 47.17' to a point, thence South 21°25'18" East a distance of 48.67' to a point, thence South 63°38'15" East a distance of 13.93' to a point, thence South 26°24'43" East a distance of 58.91' to a point, thence South 59°03'45" West a distance of 7.40' to a point, which is the point of beginning.

(Insert Depiction of Easement Area)

DAIL	Y WATER WITHDRAWAL	/INSTREAM FLOW	REQU	REMENT REPORT
PELLE	FONTE POPOLICI	OFNITOE		
	FONTE BOROUGH	CENTRE		23A
NAME-PUBLIC	WATER SUPPLY AGENCY	COUNTY		WA Permit No.
	44) 055 4504			
	314) 355-1501	·		<u>313588</u>
161	EPHONE NO.			SF Permit ID
	Report for MONTH:	August		Matt Auman
	Year:	2025		REPORT PREPARER NAME
* ***		2020		REPORT FREFARER NAME
Source ID	7939			Total
Name	Borough System Big	Corning System	Big	Total
Day	Spring	Spring	Dig	
1	2,345,728		1 260	2 207 200
2	2,358,528		1,360	3,337,088
3	2,366,976		3,968	3,402,496
4	2,392,576		3,256	3,343,232
5	2,392,576	***	5,352	3,388,928
6	2,363,648		7,488	3,459,040
	2,387,712		1,432	2,638,080
8	2,358,272		3,464	3,794,176
9	2,413,568		2,752	3,601,024
10	2,398,976		5,232	3,468,800
11	2,414,592		5,880	3,385,856
12	2,414,592		5,536	3,440,128
13	2,381,312	· · · · · · · · · · · · · · · · · · ·	2,368	3,831,040
14	2,362,368	~~~	0,960	3,862,272
15	2,372,608		1,640	3,867,008
16	2,342,400		6,680	3,868,288
17	2,342,400		3,656	3,501,056
18	2,372,608	1,101		3,482,752
19	2,366,464		3,824	3,426,432
20	2,351,872		1,192	3,430,656
21	2,294,016	1,073		3,425,408
22	2,209,536	1,086		3,380,224
23	2,256,384	1,016		3,225,600
24	2,278,144	1,027	,364	3,283,968
25	2,297,088	1,006		3,273,984
26	2,555,136	···	,680	3,303,808
27	2,446,592			3,554,816
28	2,369,280	1,042		3,488,640
29	2,409,728	1,014		3,383,680
30	2,409,728	1,041 1,026		3,451,392
31	2,601,728	1,022		3,302,528
TOTAL	73,545,728	1,022	, 104	3,624,192
AVERAGE	2,372,443	1,086	470	107,226,592
MAXIMUM	2,601,728	1,504		3,458,922
MINIMUM	2,209,536		,432	3,868,288 2,638,080
			,~~2	2,030,080

2025 Monthly Water Usage

	Milesburg	Niagara Water	Used		Milesburg Date	Niagara Date
Month	Water Used	Used	(Niagara/Milesb	Billed Date	Paid	Paid
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	5/13/2025
April	7,285,000	14,592,000	21,877,000	5/20/2025	6/16/2025	8/1/2025
May	6,922,000	15,948,000	22,870,000	6/23/2025	7/3/2025	7/21/2025
June	6,746,000	7,125,000	13,871,000	7/14/2025	8/1/2025	8/1/2025
July	7,743,000	7,860,000	15,603,000	8/7/2025	8/28/2025	
August			0			
September			0			
October	ber 0					
November			0			
December			0			
2025 Total Usage:	57,276,000	88,429,000	145,705,000			

Total Amount Billed: \$ 58,421.52 \$ 102,577.64

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

DATE, 2025

Karen S. Zerby Richard S. Zerby Michael L. Zerby Nancy A. Spantak 107 W. Logan Street Bellefonte. PA 16823

Re: Notice of Required Connection to Public Sanitary Sewer System 107 W. Logan Street, Bellefonte, PA 16823

Dear Ms. Zerby, Ms. Spantak, and Messrs. Zerby:

I am writing to you in my capacity as the Solicitor for the Bellefonte Borough Authority (the "Authority"). This correspondence shall serve as notice that you are required to connect your property, located at 107 W. Logan Street, Bellefonte, PA 16823 (the "Premises") to Authority's sanitary sewer system. Accordingly, you must unhook your Premises from the shared sewer lateral line that it is currently connected to. Pursuant to the Bellefonte Borough Code of Ordinances (the "Code") and Authority's Rules and Regulations, you are required to establish a separate connection from your Premises to Authority's sewer system.

Specifically, the Code, at Chapter 455, Article I, Section 3 provides as follows:

Every owner of property in the Borough whose property abuts upon any public sanitary sewer constructed or to be constructed as a part of the Borough's sewerage system shall connect, at his own cost, the house, building and other structures on the property with the aforementioned public sanitary sewer upon completion of its construction for the purpose of disposing of all acceptable sanitary sewage emanating from such property.

Authority's Rules and Regulations, specifically Rule 14, imposes the same connection requirements. A copy of Authority's Rules and Regulations are enclosed herewith. Although the Code, as well as Authority's Rules and Regulations, make clear that the cost of connection to the public sewer system is to be at your expense, Authority is willing to assist you with regard to the cost of the same. Authority will, on your behalf, arrange for the performance of all work and pay all costs associated with the construction and connection of your Premises to Authority's sewer system (the "Services"). The cost of the Services is ______, pursuant to an estimate prepared for Authority by [insert cost info here].

Enclosed is a proposed agreement whereby you authorize Authority to perform the Services necessary to connect your Premises to the sewer system, and in exchange you will execute a promissory note to repay Authority for the Services over a pre-determined period of time. You will thereby further agree that Authority may file a municipal lien for services against the Premises for the total cost of the Services, as authorized by the Municipal Claims and Tax Liens Act at 53 P.S. § 7107. A copy of the proposed municipal lien is also enclosed herewith.

Upon receipt and review of this correspondence, please promptly contact Authority. Please be advised that in the event you choose not to work together with Authority to effectuate this sewer connection, Authority is authorized under both the Code and its Rules and Regulations to perform the work and file a municipal claim against the Premises for the total cost, plus ten-percent (10%). Thank you for your anticipated cooperation in this matter.

Sincerely,

MCQUAIDE BLASKO, INC.

By:

Thomas S. Schrack

TSS:knb

Enclosures

AGREEMENT

THIS AGREEMENT is made as of the _____ day of ______, 2025 (the "Effective Date"), by, between, and among the BELLEFONTE BOROUGH AUTHORITY, a Pennsylvania municipal authority (the "Authority"), and KAREN S. ZERBY, an adult individual, RICHARD S. ZERBY, an adult individual, MICHAEL L. ZERBY, an adult individual, and NANCY A. SPANTAK, an adult individual.

BACKGROUND

- A. Authority is a municipal authority which operates and maintains a public sanitary sewer system (the "Sewer System") and provides sewage services in the Borough of Bellefonte, Centre County, Pennsylvania.
- B. Karen S. Zerby, Richard S. Zerby, Michael L. Zerby and Nancy A. Spantak (collectively, the "Property Owners") own real property located in the Borough of Bellefonte, Centre County, Pennsylvania, known as Centre County Uniform Parcel Identifier Tax Parcel Number 32-201-,054-,0000- and described in a Deed recorded in Centre County Record Book 1350 at page 528 (the "Property").
- C. The Property currently receives sanitary sewer services from Authority via a shared sewer lateral line that runs through a neighboring property and connects to the Sewer System.
- D. As required by the Bellefonte Borough Code of Ordinances and the Authority Rules and Regulations, the Property is required to have its own connection to Authority's Sewer System.
- E. Certain work, including [DESCRIBE WORK TO BE DONE], is necessary in order to unhook the Property from the shared sewer lateral and establish a direct connection from the Property to the Sewer System.
- F. Authority is willing, upon the terms and conditions of this Agreement, to advance the costs for the design, construction and installation of the connection of the Property to the Sewer System (the "Services").
- G. Property Owners and Authority wish to set forth the rights and obligations of the respective parties hereto with respect to the Services to be performed by Authority and the manner of repayment by Property Owners for the same.

NOW THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound hereby, the parties agree as follows:

- 1. **Recitals.** The above recitals are incorporated into and made a part of this Agreement.
- 2. <u>Construction of Sewer Facilities.</u> Authority shall cause work to be performed for the design, construction and installation of the connection of the Property to the Sewer System, as

more specifically described in a work order dated _______, 2025 and prepared for the Authority by [Contractor Name], a copy of which is attached hereto and incorporated herein as Exhibit A.

- 3. <u>Terms of Repayment.</u> Contemporaneously with the execution of this Agreement, Property Owners shall execute a promissory note (the "Note") for repayment for the Services. The Note shall be payable to Authority. Authority shall hold the Note as additional security for the repayment of the Services pursuant to this Agreement. Upon payment in full, Authority will return to Property Owners the Note marked paid-in-full.
- 4. <u>Municipal Lien.</u> Property Owners authorize Authority to file with the Prothonotary of the Centre County Court of Common Pleas a municipal lien pursuant to the Municipal Claims and Tax Liens Act, 53 P.S. § 7107, for the total amount of the Services.

5. Miscellaneous.

- (a) This Agreement constitutes the entire agreement between the parties hereto and there are no other understandings, promises, representations or warranties, oral or written, relating to the subject matter of this Agreement.
- (b) This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.
- (c) If any particular term, covenant or provision of this Agreement shall be determined to be invalid and unenforceable, the same shall not affect the remaining provisions of this Agreement which shall nevertheless remain in full force and effect.
- (d) This Agreement may be executed in multiple counterparts and by facsimile or electronic signature in a PDF document, each of which shall be deemed an original and all of which together shall constitute one instrument.
- (e) This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule.
- (f) The parties shall, at any time and from time to time, following the execution hereof, execute and deliver all such further instruments or documents and take all such further actions as may be reasonably necessary or appropriate in order to carry out more effectively the intent and purposes of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above set forth.

ATTEST:	BELLEFONTE BOROUGH AUTHORITY
	By: Name: Title:
WITNESS:	
	KAREN S. ZERBY
	RICHARD S. ZERBY
	MICHAEL L. ZERBY
	NANCY A. SPANTAK

DATE OF NOTE: ______, 2025

PROMISSORY NOTE

PRINCIPAL AMOUNT: \$

ZERBY, an adult i SPANTAK, an adult the order of BELLE ("Payee"), the principle. Note. This Note is	E RECEIVED, KAREN S. ZERBY, an adult individual, RICHARD S. ndividual, MICHAEL L. ZERBY, an adult individual, and NANCY A. individual (collectively, the "Makers") jointly and severally promise to pay to EFONTE BOROUGH AUTHORITY, a Pennsylvania municipal authority ipal sum of
United States of Am	<u>PAYMENT</u> . Makers hereby promise to pay Payee, in lawful money of the erica, the principal sum of (the "Principal Balance") ne following payment schedule:
1.	Beginning on, and thereafter on a monthly basis for a period of additional months, Makers shall make equal monthly payments in the amount of to Payee.
2.	Makers shall make a final payment in the amount of on to Payee.
·	<u>URITY DATE</u> . The entire Principal Balance, together with any unpaid late ayable and paid, without presentment or demand, no later than
Payee's designee at such other place as Makers at the addres	CE OF PAYMENT. All payments due hereunder shall be payable to Payee or 301 North Spring Street, Suite 200, Bellefonte, Pennsylvania, 16823, or at Payee, from time to time, may designate to Makers in writing, delivered to as set forth in the Agreement for notices to Makers, or at such other place as a time, may designate to Payee in writing.
owed hereunder earli	<u>PAYMENT</u> . Makers may pay without penalty all or a portion of the amount der than it is due without restriction or penalty. Early payments will not, unless a writing, relieve Makers of Makers' obligation to continue to make payments

under the payment schedule set forth in Paragraph A. Rather, they will reduce the Principal

late, Payee may, in Payee's discretion, charge Makers five (5%) percent of the unpaid portion of

<u>LATE CHARGE</u>. If a regularly scheduled payment is more than ten (10) days

Balance due and may result in Makers making fewer payments.

E.

the regularly scheduled payment.

- The following shall constitute events of default hereunder and are DEFAULT. hereinbefore and hereinafter referred to as an "Event of Default" or "Events of Default": (1) Makers fail to pay when due any amount payable under this Note; (2) Makers break any promise made to Payee, or Makers fail to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note; (3) any representation, statement or warranty made or furnished to Payee by Makers or on Makers' behalf is false or misleading in any material respect either now or at the time made or furnished; (4) the entry of a decree or order for relief by a court having jurisdiction in an involuntary case under the federal bankruptcy laws, or any other applicable federal or state bankruptcy, insolvency, or other similar law; the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) for any substantial part of Makers' property; or the ordering of the winding-up or liquidation of Makers' affairs; (5) the commencement by Makers of a voluntary case under the federal bankruptcy laws or any other applicable federal or state bankruptcy, insolvency, or other similar law; the consent by Makers to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or other similar official for any substantial part of Makers' property; or the making by Makers of any assignment for the benefit of creditors; or the failure of Makers generally to pay its debts as they become due; (6) if a final judgment for the payment of money shall be rendered against any Maker in an amount greater than Twenty Thousand and 00/100 Dollars (\$20,000.00) and, within sixty (60) days after the entry, the judgment shall not have been discharged or execution stayed pending appeal, or if, within sixty (60) days after the expiration of any stay, the judgment shall not have been discharged; and (7) the occurrence of an Event of Default under the Agreement.
- G. <u>REMEDIES</u>. Upon the occurrence of an Event of Default hereunder, Payee, at its option and without notice to Makers, may elect one or more of the following remedies:
- 1. Payee may declare immediately due and payable the entire Principal Balance to the date of such Event of Default, and all other sums due by Makers hereunder, anything herein to the contrary notwithstanding; and payment thereof may be enforced and recovered in whole or in part at any time by one or more of the remedies provided to Payee in this Note. In such case, Payee may also recover all costs of suit and other expenses in connection therewith, together with reasonable attorney's fees for collection.
 - 2. Payee may exercise any and all rights available to it under the Agreement.
- H. <u>WAIVER OF JURY TRIAL</u>. MAKERS HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY MAKERS MAY HAVE IN ANY ACTION OR PROCEEDING, IN LAW OR IN EQUITY, IN CONNECTION WITH THIS NOTE.
- I. <u>CONFESSION OF JUDGMENT</u>. MAKERS HEREBY IRREVOCABLY AUTHORIZE AND EMPOWER ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED STATES OF AMERICA, OR ELSEWHERE, TO APPEAR, AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT, AND AFTER EXPIRATION OF ANY CURE PERIOD, FOR MAKERS IN ANY ACTION BROUGHT AGAINST MAKERS ON THIS NOTE AT THE SUIT OF PAYEE, WITH OR WITHOUT

DECLARATION FILED, AND THEREIN TO CONFESS OR ENTER JUDGMENT OR A SERIES OF JUDGMENTS AGAINST ANY ONE OR MORE OR ALL OF THE PARTIES NAMED AS MAKERS FOR THE ENTIRE UNPAID PRINCIPAL OF THIS NOTE AND ALL OTHER SUMS PAID BY PAYEE TO OR ON BEHALF OF MAKERS PURSUANT TO THE TERMS OF THIS NOTE, AND ALL ARREARAGES OF INTEREST THEREON, TOGETHER WITH COSTS OF SUIT AND REASONABLE ATTORNEY'S FEES FOR COLLECTION; AND FOR SO DOING THIS NOTE OR A COPY THEREOF VERIFIED BY AFFIDAVIT SHALL BE A SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS NOTE TO CONFESS JUDGMENT AGAINST MAKERS SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS NOTE.

The authority granted herein to confess judgment shall not be exhausted by any exercise thereof but shall continue from time to time and at all times until payment in full of all the amounts due hereunder. The remedies of Payee as provided herein, and the warrants contained herein, shall be cumulative and concurrent, and may be pursued singularly, successively, or together at the sole discretion of Payee, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

J. MISCELLANEOUS.

- 1. Makers hereby waive presentment for payment, demand, notice of demand, notice of nonpayment or dishonor, protest and notice of protest of this Note, and all other notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note, unless specifically required herein, and agrees that the liability of Makers shall be unconditional, without regard to the liability of any other party, and shall not be affected in any manner by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Payee to another party. Makers consent to any and all extensions of time, renewals, waivers or modifications that may be granted by Payee with respect to the payment or other provisions of this Note, and to the release of the collateral or any part thereof, with or without substitution and agrees that additional Makers, endorsers, guarantors, or sureties may become parties hereto without notice to them or affecting their liability hereunder. If there shall be more than one individual who executes this Note as "Maker," then the liability of such individuals under this Note shall be joint and several, and Payee may pursue its remedies against any of such individuals or all such individuals for any default under this Note.
- 2. Payee shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is affirmative, unequivocal, and embodied in a writing signed by duly authorized representatives of Payee, and then only to the extent specifically set forth in the writing. A waiver on one event shall not be construed as continuing or as a bar to or waiver of any right or remedy to a subsequent event.
- 3. If any term or provision of this Note or the application thereof to any person, property or circumstance shall to any extent be invalid or unenforceable as to the remainder of this

Note, then the application of such term or provision to persons, properties and circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Note shall be valid and enforceable to the fullest extent permitted by law.

- 4. This Note is and shall be deemed made under, governed by and construed and enforced in accordance with the internal law of the Commonwealth of Pennsylvania, and shall be enforceable only by an action commenced in the Court of Common Pleas of Centre County, Pennsylvania.
- 5. The captions preceding the text of the paragraphs or subparagraphs of this Note are inserted only for convenience of reference and shall not constitute a part of this Note, nor shall they in any way affect its meaning, construction or effect.
- 6. This Note shall be binding upon the Makers, and their heirs, executors, personal representatives, successors and assigns, and shall inure to the benefit of Payee and its heirs, executors, personal representatives, successors and assigns.

PRIOR TO SIGNING THIS NOTE, MAKERS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. MAKERS AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.

VITNESS:	
	By:KAREN S. ZERBY
	By:RICHARD S. ZERBY
	By: MICHAEL L. ZERBY
	By:NANCY A SPANTAK

IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA CIVIL ACTION – LAW

BELLEFONTE BOROUGH)	
AUTHORITY,)	
)	
)	
Claimant,)	
, , , , , , , , , , , , , , , , , , ,)	
V.)	MUNICIPAL LIEN
)	
KAREN S. ZERBY, RICHARD S.)	No. 2025-
ZERBY, MICHAEL L. ZERBY,)	
and NANCY A. SPANTAK,)	
,)	
)	
Owners.)	

MUNICIPAL LIEN FOR SERVICES

The Bellefonte Borough Authority hereby files its claim or statement of demand against the lot or ground hereinafter described for recovery of costs for construction and connection of the subject property to the public sewer system, furnished by the Authority to the owners or reputed owners, and avers as follows:

- 1. The name of the Claimant is the Bellefonte Borough Authority (the "Authority"), a Pennsylvania municipal authority having an address at 301 N. Spring Street, Suite 200, Bellefonte, Pennsylvania 16823.
- 2. The name of the owners or reputed owners of the property against which this claim is filed are Karen S. Zerby, Richard S. Zerby, Michael L. Zerby and Nancy A. Spantak (collectively, the "Property Owners"), and the last known address of the Property Owners of the property against which this claim is filed is 107 West Logan Street, Bellefonte, Pennsylvania 16823.
- 3. The property against which the claim is filed is located at 107 West Logan Street, Bellefonte, Pennsylvania (the "Property"), and is known as Centre County Uniform Parcel Identifier Tax Parcel Number 32-201-,054-,0000-, and is more particularly described as follows:

ALL that certain lot and parcel of ground, with the tenements and improvements thereon erected, situate on the North side of West Logan Street, in the Borough of Bellefonte, County of Centre and State of Pennsylvania, bounded and described as follows, to wit:

On the South by Logan Street; on the West by lot now or formerly of Louis Doll; on the North by line of lot now or formerly of Mrs. Stickler, being just sixty feet from said Logan Street and parallel thereto; and on the East by lot now or formerly of E. Brown, Jr.; said lot fronting on said Street about thirty feet and extending back therefrom sixty feet.

BEING the same premises conveyed to Harry N. Zerby and Nell J. Zerby, his wife, by deed of Samuel P. Zerby and Viola E. Zerby, his wife, dated March 16, 1965, and recorded on March 26, 1965 in Centre County Deed Book Vol. 276, at Page 76. On May 11, 2000, Harry N. Zerby died, thereby vesting title solely in his wife Nell J. Zerby.

ALSO BEING known as Centre County Uniform Parcel Identifier Tax Number 322-201/54.

- 4. Notice of the requirement to connect to the Authority's public sewer system, which notice set forth the cost of construction for the required connection, was sent to the Property Owners of the Property against which this claim is filed (the "Notice").
- 5. Following the Notice, Property Owners and Authority entered into an Agreement in which Property Owners authorized Authority to arrange for and have completed the work necessary to make the required connection, and file a lien against the Property for the amount of the cost of the same.
- 6. Under the Agreement, Property Owners consented to the filing of this lien as security for repayment of the costs of connection of the Property to Authority's sewer system.
- 7. This claim is filed pursuant to the Municipality Authorities Act, 53 Pa. C.S. §§ 5601—5623, as amended and supplemented from time to time; the Municipal Claims and Tax Lien Act, 53 P.S. §§ 7101—7505, as amended and supplemented from time to time; and other applicable statutes, ordinances and resolutions.

ordinance a	connect the Property to the pu	incurred by Authority in connection for ablic sewer system, as required by local alations, and was performed on or about
9. hereinabove	The amount of the claim for the described is \$, as fo	e municipal services against the Property llows:
	Services and Materials:	\$
	Court Costs (Filing Fee):	\$ <u>\$</u>
	Total Amount Due:	\$
10. in the prope	_	on the judgment and locality indices.
under any	by virtue of the Acts of th	ough Authority files this claim and lien e Assembly of the Commonwealth of roperty in the amount of \$
	P _V	
	Бу	Thomas S. Schrack, Esquire
		McQuaide Blasko, Inc.
		811 University Drive
		State College, PA 16801
		(814) 235-2222
		Solicitor for the Bellefonte
D-4- 1		Borough Authority
Dated:		

IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA CIVIL ACTION – LAW

BELLEFONTE BOROUGH)	
AUTHORITY,)	
)	
Claimant,)	
)	
V.)	MUNICIPAL LIEN
)	
KAREN S. ZERBY, RICHARD S.)	No. 2025-
ZERBY, MICHAEL L. ZERBY,)	
and NANCY A. SPANTAK,)	
)	
)	
Owners.)	

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing MUNICIPAL LIEN FOR SERVICES was hereby served by depositing the same within the custody of the United States Postal Service, First Class, postage prepaid, addressed as follows:

Karen S. Zerby
Richard S. Zerby
Michael L. Zerby
Nancy A. Spantak
107 West Logan Street
Bellefonte, Pennsylvania 16823.

Thomas S.	Schrack,	Esquire

Dated:

IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA CIVIL ACTION – LAW

BELLEFONTE BOROUGH)
AUTHORITY,)
Claimant,)
V.) MUNICIPAL LIEN
KAREN S. ZERBY, RICHARD S. ZERBY, MICHAEL L. ZERBY, and NANCY A. SPANTAK,) No. 2025-)
Owners.	
	OF COMPLIANCE
I certify that this filing complies	with the provisions of the Case Records
Public Access Policy of the Unified Judi	icial System of Pennsylvania that require
filing confidential information and docu	uments differently than non-confidential
information and documents.	
	McQUAIDE BLASKO, INC.
	By: Thomas S. Schrack, Esquire McQuaide Blasko, Inc. 811 University Drive State College, PA 16801 (814) 235-2222
Dated:	