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Executive Session-Legal
5:30 PM – 6:00 PM Oak Room

AGENDA
BELLEFONTE BOROUGH AUTHORITY
Meeting of Tuesday, January 6th, 2026 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: December 16th, 2025

ADDITIONS TO THE AUTHORITY MEETING AGENDA

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

COMMUNICATIONS ORAL/Public Comment:

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

COMMUNICATIONS WRITTEN:

FINANCE:

ENGINEER REPORT:

Jean Ryan, Barton, and Loguidice

REPORTS – SEWER:

Superintendent’s Report December 2025

REPORTS – WATER:

Superintendent’s Report December 2025

OLD BUSINESS:

Big Spring Enhancements

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

HomeServe NLC Service Line Warranty Program. **Motion/2nd to form a written Marketing Agreement with HomeServe NLC Service Line Warranty Program.**

Valentine Hill Road Bids. Barton & Loguidice recommends awarding the project. **Authority discussion requested.**

Pumping Solutions Incorporated (PSI) Change Order No. 001. **Motion/2nd to approve the PSI Change Order No. 001.**

NEW BUSINESS:

Daily Water Withdrawal December 2025. **FYI. No Authority action is requested.**

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

AUTHORITY MEMBER COMMENTS/FOR THE GOOD OF THE ORDER

Please try to limit all comments/rebuttals to three minutes maximum.

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

**BELLEFONTE BOROUGH WATER AUTHORITY
MEETING MINUTES
REGULAR MEETING
December 16, 2025 – 6 p.m.
301 N. Spring Street, Suite 200 – The Oak Room
Bellefonte, PA 16823
www.bellefonte.net**

CALL TO ORDER

The meeting was called to order December 16, 2025, at 6:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL Authority members present:

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

Staff

- Mr. Ralph Stewart, Consultant
- Mr. Frank Noll, WWTP Superintendent
- Mr. Matt Auman, Public Works Superintendent
- Mr. Shannon Struble, WWTP Assistant Superintendent

Guests

MINUTES

A motion was made by ? and seconded by ? to approve the minutes from November 4, 2025. No discussion. Motion carried unanimously.

ADDITIONS TO 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.

NONE

PUBLIC COMMENT/COMMUNICATIONS - ORAL

Please sign in, come to the podium at the appropriate time, and state your name and address and what you are speaking about. Please limit comments to three minutes maximum.

Some representatives from an architecture firm were present to discuss the Big Spring Cover/Talleyrand project.

- Screening, lighting, landscaping, water feature/fountain, service wall, etc
- The firm came up with several options and costs for each option.
 - Option 1 - \$500,000 (1 wall and screening)
 - Option 2 - \$700,000 (additional wall/2 tiered wall)
 - Option 3 – \$800,000 (water feature)

COMMUNICATIONS (Written)

NONE

FINANCIALS (Mr. Falcone)

Fund/Budget Review for 2026 Budget, Consider any Fee Changes for 2026. The Authority may take action to adjust the water and sewer rates/fees. Lori McGowan, Finance Director

- The budget was discussed at the end of the meeting. Details are under “Discussion”.

? motioned to raise water rates \$1/1000 and reevaluate 6 months into the year. Seconded by ?. Motion carried unanimously.

? 3:08 motioned to raise sewer rates \$25/quarter (\$100/yr) for a revenue of \$320,000 and reevaluate rates halfway through the year. ? seconded. The shortfall is still \$750,000. Motion carried unanimously.

? motioned and Johnson seconded to approve the budget with the water and sewer rate increases. Motion carried unanimously.

Budget v. Actual October 2025

- Income of \$206,000 on the water side

Budget v. Actual November 2025

There was no motion or vote to accept the financial report.

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

Water/Wastewater:

- Jean reported on several projects and permits being completed.
- The Valentine Hill Road replacement was put out for bid and the Authority received 9 bids.
- The Authority had a meeting with one of the industrial users to go over the permit renewal applications. Permit renewals will go out towards the end of February.
- The Authority is working on finishing the local limits analysis for the NPDES permit. It was requested that additional sampling be done at the Wastewater Treatment Plant.
- There will be a change order for the contract with PSI for the replacement of the RAS pumps. It is not financial, it is just a change order in regard to contract time.

They are requesting more time. The approval of this change order will be on the agenda for the next meeting.

SEWER REPORT (Superintendent - Frank)

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

- Bulk Water sales for November were 36,200 gallons.
- A new operator started on November 24

WATER REPORT (Matt)

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

- 38 PAONE calls
- Installed 60 new water meters
- Niagara – ? gallons

OLD BUSINESS

Big Spring Enhancements - landscaping – please see the report from tonight’s presentation under “Public Comments”

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. Call for a motion/2nd to approve the New Cingular Wireless PCS, LLC Fourth Amendment to Lease Agreement.

It was agreed to revisit this agreement at the next meeting.

HomeServe NLC Service Line Warranty Program. Authority may take action.

Ashley Shiwarski of the National League of Cities Service Line program (Homeserve) presented on her company and the services it provides.

- The Authority will consider this program and vote on it at next month’s meeting.
- Homeserve is a company based in Pittsburgh that helps cover homeowners via optional protection on their home water/well lines, sewer/septic lines, and in home plumbing. There is no cost to local authorities for Homeserve services, if the Authority does decide to participate in the program, but there is the potential for a revenue stream for their participation.
- The biggest benefit to the Homeserve program is it does help to raise awareness for home and property owners about what is covered by the Authority vs homeowner’s insurance for needed repairs and replacements. Homeserve will also help to establish a plumber/contractor network to help service resident claims.
- Homeserve offers 3 options: (up to \$8,500 towards each repair/incident)
 - External water line protection

- External sewer line protection
- In home plumbing (covers water sewer or drain lines in the home after the point of entry, clogged toilets and lines in basements)
- Homeserve is available to homeowners 24/7/365 for claims and service
- Includes street repair, sidewalk repair, permitting costs
- There is no service fee or deductible, no annual or lifetime limit, no limit on number of claims
- The Authorities involvement includes mailings (no more than 3 a year) to local residents with information about the program.
- The Authority has the option to collect 10% of all premiums collected by Homeserve annually, paid every January.
- Rates for premiums for property owners:
 - External waterline protection - \$5.99/mo
 - External sewerline protection - \$7.99/mo
 - In home plumbing protection - \$11.99/mo

Homeserv typically sees between 15-18% participation in their program

Valentine Hill Road Bids. Authority discussion requested.

- o The low bid was Keystone Water Group - \$572,000
- o Keystone Water Group has only been in business for a year. They are associated with 3 other companies.
- o Their reference report included a 4-month delay on a recent project, but this was related to the death of one of the company owners.
- o Jean's recommendation is to award the bid to Keystone, but to keep a close watch on the contractor for the duration of the project.
- o It was suggested to push this discussion to next month's meeting to give it a little more consideration.

NEW BUSINESS

Daily Water Withdrawal November 2025. No Authority action is requested.

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

Memo: Rate Increase Letters – Niagara & Milesburg Borough. No Authority action is requested.

Memo: Authority Water Usage January-November 2025. No Authority action is requested.

McQuaide Legal Invoice November 2025. Call for a motion/2nd to issue payment for McQuaide Legal Invoice November 2025.

Stewart motioned and ? seconded to approve the above-listed payment. No discussion. Motion carried unanimously.

Authority Member Reappointment- Greg Brown's term expires December 31, 2025. Call for a motion/2nd to reappoint Greg Brown to the Bellefonte Borough Authority for a 5-year term expiring December 31, 2030.

Johnson motioned, and Beigle seconded to approve Greg Brown to the Bellefonte Borough Authority for a 5-year term expiring on December 31, 2030. No discussion. Motion carried unanimously.

2026 Bellefonte Borough Authority Meeting Schedule. Call for a motion/2nd to approve the 2026 Bellefonte Borough Authority Meeting Schedule.

Beigle motioned, and Eaton seconded to approve the 2026 Bellefonte Borough Authority Meeting Schedule. No discussion. Motion carried unanimously.

DISCUSSION

Extensive discussion regarding the budget and agreement between the Bellefonte Borough Water Authority and Spring Benner Walker Authority, and agreements for flow, repairs, costs etc.

- o Discussion regarding electric rates and commercial vs private rates, generation vs distribution rates

The Authority agreed to bring Tom Schrack (McQuaide Blasko) in to an executive session to help the Authority find a path forward for funding issue with Spring Benner Walker. The biggest factors in the budget shortage are electricity costs, chemical costs and the loss of Rockview revenue.

ADJOURNMENT

? motioned and seconded to adjourn tonight's meeting. No discussion. Motion carried. Meeting adjourned at 8:40pm.

Bellefonte Borough Authority Meeting January 6th 2026 WWTP Report

Bulk Water sales for the month of December were approx. 35,000 gals.

12/1/25 – Maintenance was able to apply 21 wet tons at the Spicer farm before the spreader blew a bearing. Cold and snow prevented any further attempts after repair.

12/9/25 – PW Tech field service on site to install replacement rings on sections #1 & #2, all 3 drums. They remarked the unit is in good shape for having 15,500 hours on it. 3 inlet bearings along with all 3 augers will need replaced in the near future.

12/11/25 – One Biocarb pump developed a significant leak and taken off line. Found the pumps are obsolete and repair gaskets are not available, quote pending on new pumps. – Jean, Doug Watson and myself went to Silcotek to answer some permit renewal questions and view the facility. Jean and I discussed upcoming projects and importance levels.

12/12/25 – Control bldg. air compressor taken off line due to extensive oil leak. PM servicing was done 12/9, technician returned in the afternoon to replace the quick connect oil drain which had failed.

12/15/25 – Contacted Allied Mechanical for a technician to come and investigate the Control bldg. heat. Office 59 degrees, lab 61. Repairs completed 12/17. – Maintenance had to replace the batteries in the press sludge truck.

12/18/25 – Filed the November eDMR with DEP. - #2 Influent pump put OOS, replacement seals and flapper installed 12/22. – 4th Qtr plant PFAS sampling collected along with biosolids sampling for landfill requirements if needed.

12/26/25 – Head of maintenance called in off vacation for polymer pump repair.

12/30/25 – Received notice of 7% increase on Suburban lab fees plus an additional \$25 p/u fee.

Water Report January 2026

12/3-4/25	Pump House Maintenance @ Big Spring
12/9/25	Training on GPS locator & sewer camera demo
12/12/25	GIS locating curb box's for mapping
12/15-16/25	GIS Mapping with PA Rural Water
12/17/25	Jett sewer main on Parkwood Dr
12/17/25	Inspect sewer lateral replacement @ 329 E. Lamb St
12/18/25	GIS Mapping with PA Rural Water
12/19/25	Leak detection
12/22/25	Locate water leak @ 147 Exeter Lane (customers leak)

Replace 42 water meters (756 meters replaced in 2025)

Marked 22 PA 1 calls

RECOMMENDATION: It is recommended that the Board authorize administration, or their designee, to enter into the royalty Marketing agreement with Utility Service Partners, Inc. (USP) for an initial term of three (3) years, subject to Attorney review with an additional (1) year renewal.

BACKGROUND: The National League of Cities (NLC) Service Line Warranty Program, offered by Utility Service Partners, a HomeServe Company, was conceived in partnership with the National League of Cities to educate property owners about their service line responsibilities and to help residents avoid the out-of-pocket expense for unanticipated and potentially costly service line repairs and replacements. Our program, the only one of its kind endorsed by the NLC, and the PA Municipal League and will help the Borough of Bellefonte to achieve its goals by:

- Providing homeowners affordable protection against significant and unexpected costs to remedy leaking/broken/ clogged water lines, sewer lines, and in-home plumbing lines
- Ensuring the delivery of timely, high-quality repair services in adherence to all applicable codes
- Providing exemplary service that reflects positively on the Borough.
- The program generates an ongoing, sustainable source of revenue for partner municipalities and stimulates the local economy by using fully vetted local contractors to complete the repairs.
- The Borough will receive 10% of payments received in the form a royalty - paid annually.

COVERAGE: NLC Service Line Warranty Program offers three complete and separate voluntary programs. There is never a service fee/deductible or annual or lifetime limit. Residents can cancel the warranties at any time.

Exterior Water Service Line: Includes service to locate, excavate and repair/replace a leaking exterior water service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages, root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes thawing of frozen water lines. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces. If concrete cutting is necessary to repair Your Exterior Water Line, the resulting trench will be filled with gravel and covered with asphalt, cement, or concrete, as appropriate. Debris will be removed from the restoration area.

Exterior Sewer Service Line: Includes services to locate, excavate and repair/replace a leaking exterior sewer service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages (due to fats, oils and grease), root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces. If concrete cutting is necessary to repair Your Exterior Sewer/Septic Line, the resulting trench will be filled with gravel and covered with asphalt, cement, or concrete, as appropriate. Debris will be removed from the restoration area.

Internal Plumbing and Drainage: Coverage includes the emergency breakdown costs of repairing or replacing interior water, sewer, and drainage pipe materials, valves and other plumbing-related material, including unblocking, repair and replacement. Repair of clogged toilets.

Product	Monthly	Annual Coverage Limit	Annual Service Calls/Per Call Coverage	Royalty for the Borough
External Water Line	\$5.99	Unlimited	Unlimited Calls \$8,500 Per Call	10% of the premiums collected
External Sewer Line	\$7.99	Unlimited	Unlimited Calls \$8,500 Per Call	10% of the premiums collected
In-Home Plumbing	\$11.99	Unlimited	Unlimited Calls \$3,000 Per Call	10% of the premiums collected

IMPLEMENTATION: The NLC Service Line Program will utilize the Borough logo to brand the materials used to educate Borough resident/customers about our repair service plans. Program marketing literature clearly discloses that the Program and the Borough are separate entities and that the program is voluntary for residents. The NLC Service Line Warranty Program will create all marketing materials with input from the Borough and will submit all marketing/communications materials to the Borough for final approval.

ENROLLMENT AND BILLING: The NLC Service Line Program offers residents simple options if they choose to enroll either via mail, phone, or web. We handle all customer billing and residents can choose annual, quarterly, or monthly billing and may pay by check, direct debit/ACH, or credit card. Once we receive the enrollment application, customers receive a welcome letter which includes their service agreement terms and conditions, their payment details, a reiteration of their policy coverage, and our toll-free customer service number. Customers also receive a welcome call from customer service as an additional, personalized confirmation of the program. We handle all customer billing, and a homeowner can enroll or cancel at any time.

FINANCIAL IMPACT: No cost to the Borough to participate and the Borough will receive 10% of payments received in the form a royalty - paid annually.

MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into and made effective as of _____, (“**Effective Date**”), by and between the Bellefonte Borough Authority (“**Borough**”), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“**SLWA**,” and together with Borough, the “**Parties**,” and each, a “**Party**”).

WHEREAS, individual residential property owners (“**Customer(s)**”) residing in the Borough own and are responsible for sewer and water lines between the mainlines and the connection on their property;

WHEREAS, Borough desires to announce to Customers the opportunity, but not the obligation, to purchase plans as set forth in Exhibit A or as otherwise mutually agreed by the Parties in writing (including by email) (“**Plan(s)**”) to repair such lines; and

WHEREAS, SLWA is a subsidiary of HomeServe USA Corp. (“**HomeServe**”).

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** Borough grants to SLWA the right to offer and market service Plans subject to the terms and conditions of this Agreement.

2. **Obligations of the Parties.**

A. **Mutual Grant of License.** Borough grants to SLWA a non-exclusive license (“**License**”) to use the designated names, symbols, trademarks, service marks, logotypes, trade names and insignias (“**Marks**”) owned by Borough or its Affiliates (defined below), which may include the use of Borough’s logo and name in advertising (including on SLWA’s websites or social media sites), in signature lines, and in marketing materials to be sent to Customers, all at SLWA’s sole cost and subject to Borough’s prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. SLWA grants to Borough a License to use SLWA’s Marks which shall be limited to the use of SLWA’s logo and name in advertising (including on Borough’s websites or social media sites), in all cases subject to SLWA’s prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. Each Party’s use of the other Party’s Marks in accordance with this Agreement will not infringe any other party’s rights. In the event that Borough extends a similar license to a competitor of SLWA during the Term, Borough shall provide thirty (30) days’ written notice prior to such grant of license and SLWA may immediately terminate this Agreement.

B. **Data.**

i. If Borough elects to do so, Borough may provide SLWA with “zip code” data for Customers in an agreed-upon format. If Borough further elects to do so, Borough may also provide a list of the name, service address, postal address (if different), residential telephone number, and, if available, email address of Customers and any other appropriate or necessary data (“**Customer Data**”) to SLWA, or to a third party if and as directed by SLWA in writing, for use by SLWA in furtherance of the marketing and sale of the Plans. If provided by Borough, Customer Data will be provided to SLWA quarterly or more frequently during the Term and in a mutually agreed electronic format. If provided by Borough to SLWA, Customer Data shall remain Borough’s property and Confidential Information (defined below), and SLWA will only use Customer Data as permitted by this Agreement. If Customer Data is provided by Borough to SLWA, Borough warrants, represents, and covenants that Customer Data has been and will be collected in compliance with all Applicable Laws, and that it is permitted by Applicable Laws and by any applicable privacy policy to provide Customer Data to SLWA and to permit SLWA to use Customer Data for the purposes set forth in or contemplated by this Agreement. SLWA may obtain Customer Data from a third-party in furtherance of the marketing and sale of the Plans. In the event SLWA obtains Customer Data from a third-party, it shall become and remain SLWA’s property and Confidential Information. “**Member**” means those Customers that purchase and are successfully enrolled in a Plan by SLWA. Each Member’s name, address, phone number, email address and any other information that SLWA collects from a Member, is SLWA’s property and Confidential Information.

ii. Data Processing Addendum. In the event that Borough provides Customer Data to SLWA, the Parties shall abide by all of the requirements and obligations set forth in that certain Data Processing Addendum, which can be accessed and viewed at: <https://www.homeserve.com/sc/legal/HomeServeDataPrivacyAddendum> (the “DPA”), which is incorporated herein by reference, and which may be modified by SLWA to maintain compliance with all Data Protection Laws (as defined in the DPA). In the event of any inconsistency between the provisions in this Agreement and those contained in the DPA, the DPA shall control.

3. **Term; Termination**. The term of this Agreement shall be for the number of years in Exhibit A commencing with the Effective Date (“**Initial Term**”). The Agreement will automatically renew for additional one (1) year terms, unless one of the Parties gives the other written notice at least ninety (90) days prior to the end of the then current term (each a “**Renewal Term**” and collectively with the Initial Term, the “**Term**”) that the Party does not intend to renew this Agreement. In the event that a Party is in material breach of this Agreement, the non-breaching Party may terminate this Agreement thirty (30) days after giving written notice to the breaching Party of such breach, (i) if said breach is not cured during said thirty (30) day period, or, (ii) if such breach is incapable of being cured in such period, the breaching Party has failed to take during such period substantive steps to cure such breach. Beginning twelve (12) months after the Effective Date, either Party may terminate this Agreement without cause upon sixty (60) days’ prior written notice to the other Party. SLWA will, to the extent permissible under Applicable Laws, be permitted to complete any marketing initiative approved by Borough prior to termination of this Agreement.

4. **Consideration**. SLWA shall pay Borough a fee based on the success of the marketing efforts using the Marks subject to the License as described herein (“**License Fee**”), as set forth in Exhibit A. The first payment of the License Fee shall be due by January 30th of the year immediately following the Effective Date. Subsequent payments shall be made on an annual basis throughout the Term, due and payable on January 30th of each succeeding year.

5. **Applicable Laws**. Each Party shall comply at all times with all applicable laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgements, orders and interpretations, as well as licensing or registration requirements (“**Applicable Laws**”) with respect to its obligations under this Agreement. For any Customer Data provided by Borough to SLWA, Borough warrants, represents and covenants that Customer Data has been and will be collected in compliance with all Applicable Laws. Borough is permitted by Applicable Laws and privacy policies to provide Customer Data to SLWA and to permit SLWA to use such data as contemplated by this Agreement.

6. **Confidentiality**. “**Confidential Information**” of a Party means any non-public, proprietary, or confidential information, whether or not it constitutes a trade secret under Applicable Laws, and any other information that a reasonable person would expect to be confidential. Each Party will treat Confidential Information received from the other Party as confidential, and such Party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, a Party shall not be liable to the other Party for any disclosure of Confidential Information that is required under any Applicable Laws, applicable public records act or under court order. To the extent legally permissible, a Party shall provide written notice to the other Party prior to any such disclosure.

7. **Ruling and/or Code Change; Coverage Changes**. In the event that: (i) a change or proposed change in Applicable Laws, or municipal or similar codes; or (ii) an interpretation, policy, ruling, or order by any court, tribunal, arbitrator, regulatory agency, commission, including a public service commission or similar body of the state or commonwealth where Borough is located, or other instrumentality of the United States, or any state, county, city, or other political subdivision; negatively or potentially negatively impacts the terms of this Agreement or the obligations of the Parties set forth in this Agreement, the Parties shall negotiate in good faith to modify the terms of this Agreement accordingly. Should the Parties be unable to reach a mutual agreement to revise this Agreement, then either Party may terminate this Agreement on thirty (30) days’ written notice to the other Party. Notwithstanding the above, the coverages under the Plans are subject to change by SLWA due to changes required by Applicable Laws or the service agreements for the Plans.

8. **Independent Contractor Status**. The obligations performed by each Party in this Agreement shall be executed as an independent contractor. SLWA shall have responsibility for and control over the details and means for providing the Plans under this Agreement. Neither Party nor any of its directors, managers, members, officers, employees, contractors, subcontractors, and agents, and in the case of Borough, also its elected officials (“**Representatives**”) shall be considered an employee, representative, agent or subcontractor of the other Party or its Representatives.

9. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to indemnify, defend and hold the other Party and its Representatives (collectively or individually, “**Indemnitee**”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (“**Claim(s)**”), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act, intentional misconduct, or omission of the Indemnifying Party or its Representatives in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee under this Agreement may participate in its own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation.

10. **Anti-Bribery and Corruption.**

A. Each Party warrants to the other that:

- i. it has not offered, promised, given, accepted, or agreed to give or accept, and shall not during the Term offer, promise, give, accept, or agree to give to or accept from any person any bribe on behalf of the other Party or otherwise with the object of obtaining a business advantage for the other Party or otherwise;
- ii. it will not engage in any activity or practice which would constitute an offense under any applicable anti-bribery and corruption laws, including but not limited to the United States Foreign Corrupt Practices Act of 1977, the United Kingdom’s Bribery Act 2010 and Canada’s Corruption of Foreign Public Officials Act, and it will notify the other Party as soon as practicable of any offense of the foregoing acts in connection with this Agreement, or any breach of the undertakings contained in this section of which it becomes aware;
- iii. it has in place, and during the Term will maintain, its own policies, procedures, and internal controls, including accounting procedures to record expenditures in connection with this Agreement, necessary to ensure compliance with any applicable anti-bribery and corruption laws;
- iv. it will ensure that any person who performs or has performed services for or on its behalf (“**Associated Person**”) complies with this section, it will not enter into an agreement with any Associated Person in connection with this Agreement unless such agreement contains terms substantially similar to those contained in this section, and it shall be responsible for any breach of such terms, or these terms, by any Associated Person that is a subcontractor of the Party hereunder;
- v. from time to time during the Term, at the reasonable request of the other Party, it will confirm in writing that it has complied with the terms of this section and will provide any information reasonably requested by the other Party to demonstrate such compliance; and
- vi. in the case of Borough, it will abide by the “Reporting Hotline” section of SLWA’s Business Partner Code of Conduct (described in “Business Partner Code of Conduct” section) to report to SLWA any request or demand for any improper payments or other improper advantage of any kind in connection with the performance of this Agreement.

11. **Records; Audit.** Each Party shall, at all times during the Term and for a period of seven (7) years after the termination or expiration of this Agreement, maintain complete and accurate records, together with supporting or underlying documents and materials, kept and maintained by such Party, its employees, contractors, agents, assigns, successors, or subcontractors, to substantiate such Party’s compliance with its obligations and responsibilities under this Agreement. Up to once per year of the Term, each Party shall have the right, upon at least ten (10) days’ prior written notice and during normal business hours, at its sole cost and expense, to audit and inspect, on its own or through a Representative, the other Party’s records for the purpose of confirming such other Party’s compliance with the terms of this Agreement.

12. **Notice.** Any notice required to be given under this Agreement shall be deemed to have been received when delivered (i) by personal service, (ii) by electronic mail with confirmation of delivery and receipt (provided a hard copy is sent promptly by regular mail), or (iii) by registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows.

To: Borough:
Bellefonte Borough Authority
301 N. Spring St., Ste 200
Bellefonte, PA 16823
Attention: Alyssa Doherty
email: adoherty@bellefontepa.gov

To: SLWA:
Utility Service Partners Private Label, Inc.
d/b/a Service Line Warranties of America
45 Glover Ave., 6th Fl.
Norwalk, CT 06850
Attention: Michael Backus, Chief Revenue Officer
email: michael.backus@homeserveusa.com

With a copy to:
Legal Department
email: legal@homeserveusa.com

13. **Entire Agreement; No Third-Party Beneficiaries; Severability.** The Parties acknowledge that no representations, agreements, or promises were made by the other Party or by any of its Representatives other than those specifically contained in this Agreement. This Agreement, including the recitals as well as any attachments or exhibits, constitutes the entire agreement of the Parties with respect to the matters contemplated in this Agreement, and supersedes any prior agreement or understanding with respect to them. The Parties agree that this Agreement was entered into solely for the respective benefit of each of them and their respective successors and assigns, and nothing in this Agreement is intended to create any third-party beneficiaries. This Agreement may be amended or modified only by a written instrument executed by an authorized representative of each of the Parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Subject to Applicable Laws, the invalidity or unenforceability of a specific provision in the Agreement shall not render any other provision(s) invalid, inoperative, or unenforceable.

14. **Assignment.** Neither Party may assign or transfer any of its rights under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably delayed, withheld, conditioned, or denied, except to an affiliate of the assigning Party or an acquirer of all or substantially all of the assets of the assigning Party. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or transfer of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties as well as their respective successors or permitted assigns. For purposes of this Agreement, "Affiliate(s)" means any person or entity directly or indirectly controlling, controlled by, or under common control with a Party. In the case of SLWA, this shall mean its parent, HomeServe, and its direct and indirect subsidiaries.

15. **Counterparts; Electronic Delivery.** This Agreement may be executed in counterparts delivered by email, DocuSign, or other electronic transmission; such counterparts will be deemed originals and binding upon the Parties upon receipt, regardless of whether originals are delivered thereafter. All such counterparts will constitute one and the same contract, and the signature of any Party to any counterpart will be deemed a signature to any other counterpart.

16. **Governing Law; Venue; Waiver of Jury Trial.** The Parties shall comply with all Applicable Laws with respect to their respective obligations under this Agreement. This Agreement is governed by and shall be construed in accordance with the laws of Pennsylvania, without regard to the choice of law principles of the forum state. Any action at law, suit in equity, or other proceeding against any Party with respect to this Agreement or in connection with any of the matters contemplated by this Agreement shall be brought and maintained exclusively in the state or federal courts located in Pennsylvania, as applicable. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY

WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

17. **Business Partner Code of Conduct.** SLWA and Borough are committed to conducting their business activities with the highest standards of honesty and integrity. Borough acknowledges that it has received and reviewed SLWA’s Business Partner Code of Conduct (available at <https://www.homeserve.com/sc/cobc>) as updated from time to time, and Borough agrees to abide by SLWA’s Business Partner Code of Conduct as a material condition of this Agreement. Should Borough suspect or become aware of any actual or suspected violation of SLWA’s Business Partner Code of Conduct, Borough shall promptly notify SLWA or its anonymous ethics hotline (*see* SLWA’s Business Partner Code of Conduct)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

BELLEFONTE BOROUGH AUTHORITY

**UTILITY SERVICE PARTNERS
PRIVATE LABEL, INC.
D/B/A SERVICE LINE
WARRANTIES OF AMERICA**

By: _____

By: _____

Name: _____

Name: Michael Backus

Title: _____

Title: Chief Revenue Officer

Exhibit A

Marketing Agreement

Bellefonte Borough Authority
Term Sheet

- I. **Initial Term.** Three (3) Years, with the option for Renewal Term(s).
- II. **License Fee.** Ten percent (10%) of the fees actually received from Members during the Term under any Plans sold under the Agreement, **net** of any discount, rebates, refunds, chargebacks, credits, and sales or similar taxes incurred or paid by SLWA in connection with such Plans.
- III. **License Conditions.** Use of Borough's Marks in accordance with Section 2.A of the Agreement.
- IV. **Plans; Plan Fees; Scope of Coverage.** The summary of coverage is accurate as of the Effective Date. SLWA will offer the following rates to Customers:
 - A. Exterior water service line plan (initially, \$ 5.99 per month)
 - i. Covers Customers' responsibility: From the curb stop to the water meter or main shut-off valve inside the home.
 - ii. Covers thawing of frozen external water lines.
 - iii. Covers well service lines if applicable: From the external wall of Customers' well casing to the external foundation wall of the home.
 - iv. Coverage Cap: Unlimited number of calls/\$8,500 per call/unlimited annual maximum.
 - B. Exterior sewer/septic line plan (initially, \$ 7.99 per month)
 - i. Covers Customers' responsibility: From the external wall of the home to the sewer main.
 - ii. Covers septic lines if applicable: From the external foundation wall of the home to the point of connection to the septic tank.
 - iii. Coverage Cap: Unlimited number of calls/\$8,500 per call/unlimited annual maximum.
 - C. Interior plumbing and drainage plan (initially, \$ 11.99 per month)
 - i. Covers repair or replacement of the following inside the home, for which the Customers have sole responsibility, that is damaged due to normal wear and tear:
 - a. The blocked or leaking interior water supply and drainage system pipes that carry fresh or drinkable water and wastewater.
 - ii. Coverage Cap: Unlimited number of calls/\$3,000 per call/unlimited annual maximum.

Pricing above does not include taxes which will be collected by SLWA as well. SLWA may adjust the Plan fees; provided, that, any such adjustment shall not exceed one dollar (\$1.00) per month per Plan in any twelve (12) month period. If such adjustment shall exceed one dollar (\$1.00), both Parties must agree in writing.
- V. **Marketing Campaigns.** SLWA shall have the right to conduct up to three (3) campaigns per year through such channels as may be mutually agreed by the Parties.



Request for Change #001

PROJECT: RAS & CARRIER Fluid Pump Replacement
 DATE: 12/10/2025
 OWNER: Bellefonte Borough Authority
 OWNER CONTRACT NO.: 2025-01
 CONTRACTOR: PSI Pumping Solutions, Inc
 ENGINEER: Barton & Loguidice, D.P.C
 CONTACT: Barton & Loguidice D.P.C pargueta@bartonandloguidice.com
 ENGINEER’S PROJECT NO: 2779.001.003

Description: PSI is requesting a time extension of 152 days for substantial completion and 180 days for final completion, making the substantial completion date 02/01/2026 and the final completion date 03/01/2026. This is due to delays in materials being available, we are currently waiting on pipe fittings that are scheduled to ship on 12/18/2025. In addition, timing on start-up schedule dates available with pump vendor. PSI had no control over delays in owner equipment and materials. PSI appreciate your consideration to the time extension.

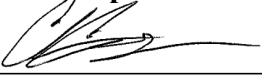
The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval of RFC #001, the sum of **\$0.00** will be added to the contract price.

Original Contract	\$69,709.00
<u>Other Approved Change Orders</u>	<u>\$0.00</u>
Total Contract to Date	\$69,709.00
RFC #001	\$0.00
<u>Other Pending Requests</u>	<u>\$0.00</u>
Total Contract plus Pending RFCs	\$69,709.00

RFC #001 requires changing the project schedule by 180 **day(s)** to the project’s total duration.

See attached sheet for detailed back up.

Authorized Signature:  Date: 12-10-2025
 PSI Pumping Solutions, Inc

Authorized Signature: _____ Date: 01/06/2026
 Bellefonte Borough Authority

Perseverance | Service | Integrity

400 Main Street Suite A, York Springs, PA 17372
 Tel: (717) 259-848-0377 Fax: (717) 259-0857

DAILY WATER WITHDRAWAL/INSTREAM FLOW REQUIREMENT REPORT				
BELLEFONTE BOROUGH		CENTRE		23A
NAME-PUBLIC WATER SUPPLY AGENCY		COUNTY		WA Permit No.
(814) 355-1501				313588
TELEPHONE NO.				SF Permit ID
Report for MONTH:		December		Matt Auman
Year:		2025		REPORT PREPARER NAME
Source ID	7939			Total
Name Day	Borough System Big Spring	Corning System Spring	Big	
1	2,554,368	917,248		3,471,616
2	2,513,664	931,456		3,445,120
3	2,554,368	938,240		3,492,608
4	2,515,456	923,392		3,438,848
5	2,499,072	920,832		3,419,904
6	2,644,992	901,760		3,546,752
7	2,726,144	903,296		3,629,440
8	2,686,976	896,512		3,583,488
9	2,586,368	908,160		3,494,528
10	2,713,088	909,184		3,622,272
11	2,567,936	922,496		3,490,432
12	2,594,048	915,072		3,509,120
13	2,618,368	909,256		3,862,272
14	2,582,016	907,136		3,489,152
15	2,606,080	897,024		3,503,104
16	2,588,416	923,136		3,511,552
17	2,661,120	928,640		3,589,760
18	2,672,896	935,552		3,608,448
19	2,623,488	932,480		3,555,968
20	2,640,128	924,032		3,564,160
21	2,611,968	906,240		3,518,208
22	2,649,088	905,088		3,554,176
23	2,638,336	915,968		3,554,304
24	2,620,416	915,712		3,536,128
25	2,597,888	908,672		3,506,560
26	2,522,112	879,232		3,401,344
27	2,639,872	873,344		3,513,216
28	2,539,008	885,888		3,424,896
29	2,595,328	880,384		3,475,712
30	2,568,704	905,088		3,473,792
31	2,599,424	927,232		3,526,656
TOTAL	80,731,136			109,313,536
AVERAGE	2,604,230	911,218		3,526,243
MAXIMUM	2,726,144	938,240		3,862,272
MINIMUM	2,499,072	873,344		3,401,344

2025 Monthly Water Usage

<u>Month</u>	<u>Milesburg Water Used</u>	<u>Niagara Water Used</u>	<u>Used (Niagara/Milesb)</u>	<u>Billed Date</u>	<u>Milesburg Date Paid</u>	<u>Niagara Date Paid</u>
January	9,016,000	11,302,000	20,318,000	2/5/2025	2/13/2025	4/4/2025
February	9,674,000	15,048,000	24,722,000	3/28/2025	4/9/2025	4/23/2025
March	9,890,000	16,554,000	26,444,000	4/15/2025	5/2/2025	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	10/20/2025
August	7,351,000	8,280,000	15,631,000	9/5/2025	9/26/2025	10/13/2025
September	6,649,000	7,123,000	13,772,000	10/9/2025	10/30/2025	11/3/2025
October	6,910,000	6,896,000	13,806,000	11/21/2025	12/4/2025	
November	6,371,000	5,669,000	12,040,000	12/19/2025		
December			0			
2025 Total Usage:	84,557,000	116,397,000	200,954,000			

Total Amount Billed: \$ 86,248.14 \$ 135,020.52

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