

Denton Utility Commission

Meeting Agenda

June 12, 2024

4:00PM

I. Call to Order

II. Attendance

MEMBERS	OTHERS
<input type="checkbox"/> Councilperson Lister	<input type="checkbox"/> Don Mulrine, Project Manager
<input type="checkbox"/> Leroy Woomer, Chair	<input type="checkbox"/> Mark Chandler, DPW Supt.
<input type="checkbox"/> Lee Tillery, Vice Chair	<input type="checkbox"/> Scott Getchell, Town Administrator
<input type="checkbox"/> Adam Jones, Secretary	
<input type="checkbox"/> Scott Hollingsworth, Member	

III. Approval of Minutes – Review and approval of meeting minutes from the **May 15, 2024** meeting.

IV. Open Issues

1. **Waterworth** – Getchell to provide an update on the new rate analysis tool.
2. **Water Main Replacement Project** – Two close-out meetings have occurred in preparation for a final invoice.
3. **Water/Sewer Extensions (ARPA Funding)** – Lindstrom Excavating has completed all work. All that remains in punch list items.
4. **Water & Sewer Budgets** – The proposed FY25 water and sewer budgets were approved by the Denton Town Council.
5. **Simple Fiber** – No update.
6. **Third Pillar Floating Solar** – Continued discussion about the potential installation at the WWTP.
7. **NLC Service Line Program** – Continued discussion regarding the warranty program. A sample agreement and letter are included with this agenda.
8. **Lead Service Line Inventory** – Chandler will update the status of this effort.
9. **Other Open Issues**

V. New Business

1. **Other New Business**

VI. Adjournment



Katrina R. Dodro

PRSR STD
U.S. POSTAGE
PAID
MAILED FROM
ZIP CODE 33310
PERMIT NO. 750



A25





City of New Carrollton

Maryland

Dear City of New Carrollton Homeowner;

The City of New Carrollton has partnered with Service Line Warranties of America (SLWA)*, an independent company and an administrator of home emergency repair solutions to homeowners nationwide, to offer Exterior Water Service Line Coverage and Exterior Sewer/Septic Line Coverage to New Carrollton homeowners.

Many homeowners are not aware that they are responsible for certain repairs; for example, many Americans don't know that they are responsible to pay for repairs to water service and sewer/septic lines on their private property. Many homeowners are not prepared to handle the high costs of unexpected water service or sewer/septic line breakdowns.

Optional plans from SLWA can help protect you from the potentially expensive repair costs of water and sewer/septic lines inside and outside your home.

The enclosed information is provided to help you decide whether a plan from SLWA is right for you.

Please visit www.slwofa.com for frequently asked questions and links to additional information. You can also call SLWA toll-free at 1-844-257-8795 for more information, to sign up for coverage, or to opt out of any future SLWA mailings.

City of New Carrollton

*Service Line Warranties of America ("SLWA"), an independent company separate from the City of New Carrollton, offers these optional plans. Your choice of whether to purchase these plans will not affect the price, availability or terms of service from your local utility or community. The City of New Carrollton and SLWA entered into an agreement to introduce these plans to New Carrollton homeowners.



Information for New Carrollton Homeowners



A25

<<MR. SAMPLE A SAMPLE_XX>>
<<MAIL_ADDRESS1_XXXXXXXX>>
<<MAIL_ADDRESS2_XXXXXXXX>>
<<MAIL_CITY_XX, ST ZIP>>



Please reply by:
<<Month X, XXXX>>

Dear <<Mr. Sample>>,

Many homeowners are not aware that repairs to the exterior water service or sewer/septic lines that run between your home and the public utility connection are the responsibility of the homeowner.

Water service and sewer/septic lines are subjected to changing soil conditions, ground shifting and corrosion—which may cause a breakdown without warning, leaving you responsible for the cost of repair or replacement. Replacement of these lines can be expensive—costing you thousands of dollars in unforeseen expenses.

The City of New Carrollton has partnered with Service Line Warranties of America (SLWA)*, an independent company, to help eligible homeowners be prepared and have the best possible service in the case of such an emergency. So you're invited to enroll in Exterior Water Service Line Coverage and Exterior Sewer/Septic Line Coverage from SLWA. Accept this *optional* coverage and you'll receive as many service calls as you need up to \$8,500 per call for covered water service or well line repairs, and as many service calls as you need up to \$8,500 per call for covered sewer/septic line repairs and no deductible. You will also have access to a 24/7, 365-day-a-year emergency hotline to schedule a repair. Once you have made your service call, SLWA will take care of your covered repair, dispatching a qualified plumber to your home and paying the bill directly. Peace of mind starting for as little as \$5.75 per month. If you select both plans, you'll receive a 10% savings for the first year.** Your emergency is dealt with and your water service or sewer/septic line is back to normal.

In the event of an emergency, these plans can save you a significant amount of money and the time of finding a plumber, which can be difficult in the best of times. Having these plans also helps eliminate worry, as you can be sure of a professional job completed by local, licensed and insured plumbers. These are the only service line protection programs for homeowners fully supported by the City of New Carrollton.

Please take the time to read the information on the back of this letter. If you would like to sign up for a plan, simply complete and return the enclosed form or call SLWA toll-free at 1-844-257-8795. We certainly hope that you never have an exterior water service or sewer/septic line emergency, but if you should ever have a problem, you'll be glad you're covered. Coverage begins 30 days after your form is processed. During this 30-day review period you can decide if coverage is right for you. These programs are managed by SLWA, and no public funds were used for the mailing of this letter.

For fastest processing, please visit www.slwofa.com.

Sincerely,

City of New Carrollton

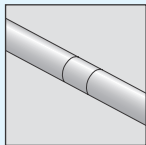
Si desea hablar con un agente en español, llame al 1-844-257-8795.

**Savings compared to renewal price.

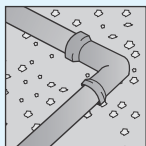
*Utility Service Partners Private Label, Inc., known as Service Line Warranties of America ("SLWA"), with corporate offices located at 4000 Town Center Boulevard, Suite 400, Canonsburg, PA 15317, is an *independent company separate from your local utility or community* and offers this optional service plan as an authorized representative of the service contract provider, North American Warranty, Inc., 175 West Jackson Blvd., Chicago, IL 60604. Your choice of whether to purchase this plan will not affect any service you have with your local utility or community. Your local utility or community and SLWA entered into an agreement to introduce these plans. See *eligibility requirements and coverage limitations in this package*.

What would you do in an exterior line emergency?

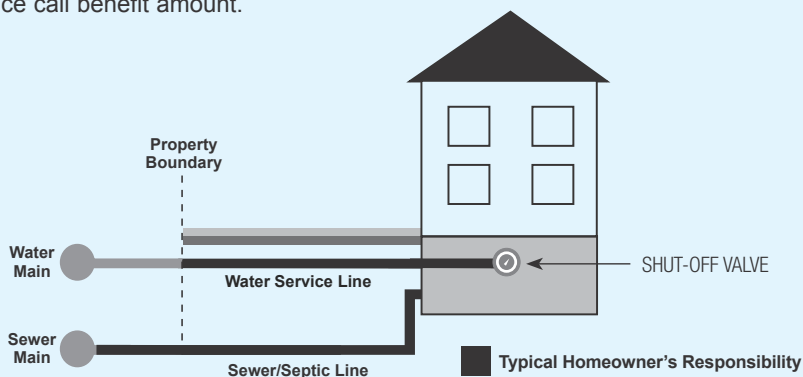
The illustration shows where things may go wrong with your exterior lines and how much a licensed and insured plumber would typically charge customers who don't have coverage. How would you cope if it happened to you? With coverage, it's not something to worry about; you'll have no bill to pay for covered repairs up to the service call benefit amount.



Replace water service line (26–100 ft.)
\$2,832
Plan Members: No Charge†



Replace sewer/septic line (26–75 ft.)
\$5,754
Plan Members: No Charge†



†National average repair costs as of January 2023. No charge for covered repairs up to the service call benefit amount.

The water and sewer/septic lines beyond the property boundary may be an additional responsibility of the homeowner and are included in this coverage. Septic/collection tanks, leaching fields, pumps or grinders are not covered.

Take A Look At The Benefits You'll Receive	Exterior Water Service Line Coverage	Exterior Sewer/Septic Line Coverage
1. Covered Repairs – Guaranteed for one full year.	✓	✓
2. 24-Hour Emergency Repair Service Hotline – Open 24 hours a day, 365 days a year.	✓	✓
3. Our Promise to You – Simply call SLWA toll-free at 1-844-257-8795 any time, and your coverage can be canceled at your request.	✓	✓

Visit www.slwofa.com to protect your exterior lines or call toll-free 1-844-257-8795

Available: MON-FRI 8AM-8PM | SAT 10AM-4PM EST

Important Questions & Answers

What am I responsible for?

As a homeowner, you are responsible for the exterior water service line and exterior sewer/septic line on your property.

Does my homeowners insurance cover this?

Most basic homeowners insurance policies do not cover repair or replacement due to normal wear and tear of these lines.

Does this coverage include well lines?

Yes, coverage provides for repair or replacement of either water service or well lines, as explained in the "What's Covered" section.

Who is eligible for coverage?

To be eligible, you must own both the residential single structure and the land it is located on. You are not eligible if your home is a recreational vehicle or otherwise intended to be moved; your property is used for commercial purposes; you are aware of any pre-existing conditions, defects or deficiencies with your exterior water service or exterior sewer/septic lines; or your exterior sewer/septic line has failed a smoke or dye test, camera inspection or any other proactive test without resolution. If you live in a development community with a condominium, co-op or homeowners association, your exterior water service or exterior sewer/septic lines may not be an individual homeowner's responsibility, so please check with your association before accepting this coverage. In IA, properties with more than 4 dwelling units are not eligible.

What should I know about this coverage?

What's covered: Coverage is for the following exterior lines, for which you have sole responsibility, that have experienced an operational failure, that are damaged due to normal wear and tear, not accident or negligence. **Exterior Water Service Line Coverage:** Coverage provides, up to the applicable benefit limit, for the covered cost to repair or replace an exterior water service line from your utility's responsibility or external wall of your well casing to the water meter or main shut-off valve inside your home. Repair or replacement of non-functioning stop boxes, shut-off valves, pressure reducing valves and backflow prevention devices is also covered. **Exterior Sewer/Septic Line Coverage:** Coverage provides, up to the applicable benefit limit, for the covered cost to repair or replace a sewer line that takes wastewater away from the external wall of your home up to your utility's responsibility, or septic line from the external wall of your home up to the point of connection to the septic tank on your property, including branch drains from the point they exit the home to the point they re-enter the home.

Not covered: Damage from accidents, negligence or otherwise caused by you, others or unusual circumstances, including natural disasters; consequential or incidental damages, including any damages necessary to reasonably access the repair area; correction or upgrade where no operational failure has occurred; repairs to any shared parts of the systems or those you are not solely responsible for; and the following product-specific exclusions: **Exterior Water Service Line Not Covered:** Repair to any water line that branches off the main water service line; consequential or incidental damages, including any damages necessary to reasonably access the repair area;

correction or upgrade where no operational failure has occurred; repairs to any shared parts of the system or those you are not solely responsible for; and repair or replacement of any part of your water service line that is not expressly stated to be covered. **Exterior Sewer/Septic Line Not Covered:** Septic tanks; leach fields; grinder pumps; lift stations, or any nonconforming drain line, such as a basement or storm drain; repairs to any line that branches off the main line; any materials that have been deemed by law to be defective; consequential or incidental damages, including any damages necessary to reasonably access the repair area; correction or upgrade where no operational failure has occurred; repairs to any shared parts of the system or those you are not solely responsible for; and repair or replacement of any part of your sewer/septic line that is not expressly stated to be covered. Costs on covered repairs may exceed the benefit limit, in which case you pay the difference between the cost and the benefit limit. See full Terms and Conditions with complete coverage and exclusion details prior to enrolling by calling 1-844-257-8795 or going to www.slwofa.com. Disputes resolved by arbitration, without class action or jury trial, unless otherwise stated in your full Terms and Conditions.

When can I make a service call?

Your plan(s) starts 30 days after your enrollment is processed. You can make a service call immediately after your plan(s) starts. During the initial 30-day review period you will receive the Terms and Conditions to help you decide if coverage is right for you. Upon renewal/reactivation (if applicable), there is no review period and you can make a service call immediately.

What is the cancellation policy?

Cancel any time by calling SLWA at 1-844-257-8795 or visiting www.slwofa.com. If you cancel during the review period (if applicable), you will get a refund of any monies paid. If you cancel either plan within 30 days of your start date, you will get a full refund of the cancelled plan(s) (less claims paid, where applicable). Cancellations after the first 30 days will result in a pro-rata refund of the cancelled plan(s) (less claims paid, where applicable).

What is the term of my service agreement?

The plan is annual. Unless you cancel, your plan automatically renews annually at the then-current renewal price with your same payment terms.

What is E-Z Pay?

E-Z Pay is a paperless and stress-free way to pay for your coverage. Payments are automatically debited from the bank/checking account of your choice as your payment becomes due, at no additional cost.

Who is SLWA?

SLWA is an independent company, separate from your local utility or community. If you would prefer not to receive solicitations from SLWA, please call 1-844-257-8795.

Acceptance Form

Reply ID: Please see below for applicable Reply ID



For fastest processing scan here.

Please confirm your name and address below and make any changes if necessary.

<<Mr. Sample A. Sample, Serv_Address1_xxxxxx, Serv_Address2_xxxxxx, Serv_City, ST Zip>>

Please send my current/future agreements and any related documents to the email address below. I can access and retain documents sent to my email. I understand I can request a copy of my contract, update my email address, or change my communication preference anytime by going online or calling SLWA.

Email Address _____ Phone #

1. Choose Your Protection Plan(s)

TAKE 10% OFF for the first year when you select both plans

PAYMENT SCHEDULE	Best Value		Exterior Water Service Line Coverage	Exterior Sewer/Septic Line Coverage
	Exterior Water Service Line Coverage and Exterior Sewer/Septic Line Coverage	Exterior Water Service Line Coverage	Exterior Sewer/Septic Line Coverage	
	Reply ID: <<MC3-MAILCODE-xxxx>> Reply ID: <<MC4-MAILCODE-xxxx>>	Reply ID: <<MC1-MAILCODE-xxxx>>	Reply ID: <<MC2-MAILCODE-xxxx>>	
MONTHLY	<input type="checkbox"/> \$13.50 \$12.14	<input type="checkbox"/> \$5.75	<input type="checkbox"/> \$7.75	
QUARTERLY	<input type="checkbox"/> \$40.50 \$36.42	<input type="checkbox"/> \$17.25	<input type="checkbox"/> \$23.25	
YEARLY	<input type="checkbox"/> \$162.00 \$145.68	<input type="checkbox"/> \$69.00	<input type="checkbox"/> \$93.00	

2. Choose Your Payment Method

E-Z Pay (see back of letter)
By signing below, I authorize SLWA to use account information from the enclosed check to make electronic fund transfers to automatically initiate my first and future debits, plus any applicable taxes, to my bank account at the frequency and amount specified in the Payment Schedule in connection with my payments for the plan(s) selected. I understand my check will be converted to an electronic debit for my first payment, instead of deposited as a paper check, and that my first payment will be debited on my coverage start date, which is 30 days after receipt.

Credit/Debit Card
By signing below, I authorize SLWA to charge my first and future payments, plus any applicable taxes, for the plan(s) selected to my credit/debit card at the frequency and amount specified in the Payment Schedule.

VISA MASTERCARD AMEX DISCOVER

_____ Card Number _____ Exp. Date _____

Annual Check or Money Order
I have enclosed my check or money order, payable to SLWA, for my annual payment for the plan(s) selected.

Yes, please sign me up for the protection plan(s) from SLWA I have selected. I understand that my first payment will be taken on my coverage start date, which will be 30 days after my enrollment is processed. I understand this optional plan(s) is based on an annual contract and will be automatically renewed annually on the same payment terms I selected at the then-current renewal price, plus any applicable taxes (currently \$13.50 per month if I select both plans), unless I cancel. SLWA will only notify me if the applicable tax rate changes, causing the preauthorized amount to differ by more than 10%. I can cancel this contract(s) any time at no additional cost, without obligation to make future plan payments, by calling 1-844-257-8795 or visiting www.slwofa.com. *Your Data:* See our homepage at www.slwofa.com. I agree I have read the coverage details in this package and confirm I am the homeowner, meet all other eligibility requirements, and understand the coverage limitations and exclusions.

Signature (required) _____ <<Customer_no>>

____.375" - <<Matchback ID>> _____ .25" _____ <<Mailcode>> _____ .25" _____ .375"



Please Reply by <<Month X, XXXX>>



A25

<<MR. SAMPLE A SAMPLE_XX>>
<<MAIL_ADDRESS1_XXXXXXX>>
<<MAIL_ADDRESS2_XXXXXXX>>
<<MAIL_CITY_XX, ST ZIP>>



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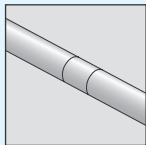
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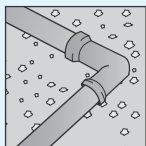
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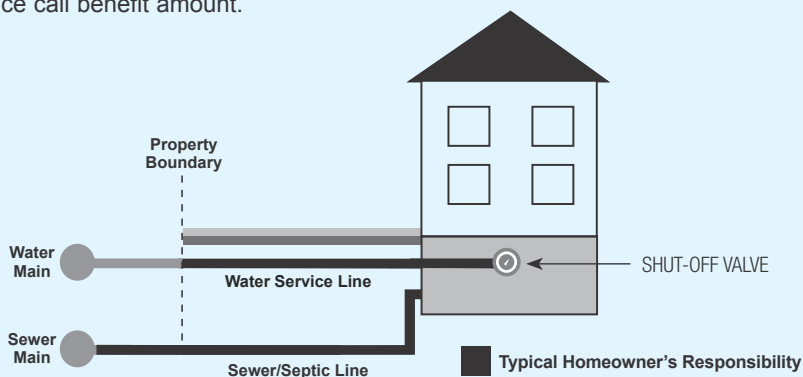
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\$2,832
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†National average repair costs as of January 2023. No charge for covered repairs up to the service call benefit amount.

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Take A Look At The Benefits You'll Receive	Exterior Water Service Line Coverage	Exterior Sewer/Septic Line Coverage
1. Covered Repairs – Guaranteed for one full year.	✓	✓
2. 24-Hour Emergency Repair Service Hotline – Open 24 hours a day, 365 days a year.	✓	✓
3. Our Promise to You – Simply call SLWA toll-free at 1-844-257-8795 any time, and your coverage can be canceled at your request.	✓	✓

Visit www.slwofa.com to protect your exterior lines or call toll-free 1-844-257-8795

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Not covered: Damage from accidents, negligence or otherwise caused by you, others or unusual circumstances, including natural disasters; consequential or incidental damages, including any damages necessary to reasonably access the repair area; correction or upgrade where no operational failure has occurred; repairs to any shared parts of the systems or those you are not solely responsible for; and the following product-specific exclusions: **Exterior Water Service Line Not Covered:** Repair to any water line that branches off the main water service line; consequential or incidental damages, including any damages necessary to reasonably access the repair area;

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Who is SLWA?

SLWA is an independent company, separate from your local utility or community. If you would prefer not to receive solicitations from SLWA, please call 1-844-257-8795.

MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into by and between the Town of Denton, Maryland (“**Town**”), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“**Company**”), herein collectively referred to singularly as “**Party**” and collectively as the “**Parties**”. This Agreement shall be effective on the last signature date set forth below (“**Effective Date**”).

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the Town (“**Property Owner**”); and

WHEREAS, Town desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a “**Product**” and collectively, the “**Products**”); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained herein; and

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.** Town hereby grants to Company the right to offer and market the Products to Property Owners subject to the terms and conditions herein.

2. **Town Obligations.**

A. Grant of License. Town hereby grants to Company a non-exclusive license (“**License**”) to use Town's branding (“**Marks**”), on marketing materials in accordance with Exhibit A to be sent to Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to Town's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Company's use of the Marks in accordance with this Agreement will not infringe any other party's rights. In the event that Town extends a similar license to a competitor of Company during the Term and any Renewal Term of this Agreement, the Town shall provide thirty (30) days' notice prior to such grant of license and Company may immediately terminate this Agreement.

B. Property Owner Data. If Town elects to do so, Town may provide Company with Property Owner Data for use by Company in furtherance of the advertisement, marketing, and sale of the Products. Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in Town is defined as “**Property Owner Data**”. Property Owners Data shall be and remain Town’s property. For any Property Owner Data provided by Town to Company, Town warrants that Property Owner Data has been and will be collected in compliance with all laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations (“**Applicable Laws**”); and Town is permitted by Applicable Laws and by any applicable privacy policy to provide Property Owner Data to Company and to permit Company to use Property Owner Data for the purposes of this Agreement. A Property Owner who has purchased a Product is a member (“**Member**”) and, following such purchase, all data in Company’s control or possession relating to Members is Company’s property.

3. **Term.** The term of this Agreement (“**Initial Term**”) shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a “**Renewal Term**”, and collectively with the Initial Term, the “**Term**”) unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Initial Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the Town may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** As consideration for such license, Company will pay to Town a License Fee of as set forth in Exhibit A (“**License Fee**”) during the Term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of the first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term, due and payable on January 30th of the succeeding year. Town agrees to provide a completed Form W-9 to Company in order to facilitate proper payment of the License Fee. Town will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Confidentiality.** Each party will treat all non-public, confidential and trade secret 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, the Town shall not be liable for any disclosure of confidential information that is required to be disclosed under any applicable public records act or under court order. Town shall provide notice to Company prior to any such disclosure.

6. **Code Change.** The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable Town, municipal or

similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing of this Agreement.

7. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to protect, indemnify, and hold the other Party, its officers, employees, contractors, subcontractors, and agents (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 (individually or collectively, “**Claim**”), 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 or omission of the Indemnifying Party or its officers, employees, contractors, subcontractors, or agents 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 hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

8. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: Town:
ATTN: Don Mulrine
Town of Denton
4 North Second Street
Denton, MD 21629-1000
Email: dmulrine@dentonmaryland.com
Phone: (410) 479-3625

To: Company:
ATTN: Chief Growth Officer
Utility Service Partners Private Label, Inc.
601 Merritt 7, 6th Floor
Norwalk, CT 06851
Phone: (866) 974-4801

9. **Modifications or Amendments/Entire Agreement.** Except for the list of available Products under the Agreement, which may be amended from time to time by the Parties in writing and without signature, any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

10. **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party unless such assignment or delegation is to an affiliate or to an acquirer of all or substantially all of the assets of the transferor.

11. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

12. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of Maryland, without regard to the choice of law principles of the forum state. THE PARTIES HERETO 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.

13. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written below.

TOWN OF DENTON

Name:

Title:

Date:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name: Michael Backus

Title: Chief Growth Officer

Date:

Exhibit A
NLC Service Line Warranty Program
Town of Denton
Term Sheet
November 3, 2023

- I. Initial Term. Three Years.
- II. License Fee. \$0.50 per Product for each month that a Product is in force for a Property Owner (and for which payment is received by Company), aggregated and paid annually, for:
 - A. Use of Town logo and name on letterhead, advertising, signature line, and marketing materials.
- III. Products.
 - A. External water service line plan (initially, \$5.75 per month)
 - B. External sewer/septic line plan (initially, \$7.75 per month)
 - C. Interior plumbing and drainage plan (initially, \$9.99 per month)

Pricing does not include taxes. Company may adjust the foregoing Product fees; provided, that any such monthly fee adjustment shall not exceed \$0.50 in any 12-month period. If such adjustment shall exceed \$0.50, both Parties must agree in writing.
- IV. Scope of Coverage.
 - A. External water service line plan:
 - i. Covers Property Owner responsibility: From the meter and/or curb box to the external wall of the home.
 - ii. Covers thawing of frozen external water lines.
 - iii. Covers well service lines if applicable.
 - B. External sewer/septic line plan:
 - i. Covers Property Owner responsibility: From the external wall of the home to the sewer main.
 - ii. Covers septic lines if applicable.
 - C. Interior plumbing and drainage plan:
 - i. Covers water supply pipes and drainage pipes within the interior of the home.
- V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year (each campaign consists of two mailings) and such other channels as may be mutually agreed. Initially, Company anticipates offering the interior plumbing and drainage plan Product via in-bound phone or web only.