

CITY OF BLOOMINGTON

2024 - 016

**AN ORDINANCE AMENDING THE CITY OF BLOOMINGTON
WATER LEAK ADJUSTMENT POLICY**

**Adopted by the City Council
of the City of Bloomington
on April 8, 2024**

Published in pamphlet form by authority of the City Council of the
City of Bloomington, McLean County, Illinois, on April 16, 2024.

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

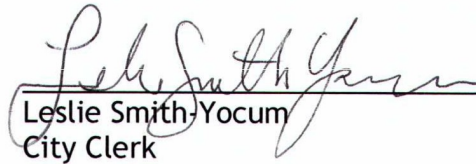
CERTIFICATE

I, Leslie Smith-Yocum, certify that I am the duly appointed and qualified municipal clerk of the City of Bloomington, County of McLean, Illinois.

I further certify that on the Corporate Authorities of the above municipality passed and approved Ordinance No. 2024 - 016, entitled, an Ordinance Amending the City of Bloomington Water Leak Adjustment Policy, which provided by its terms that it should be published in pamphlet form.

The pamphlet form of this Ordinance, including the Ordinance and cover sheet thereof, was prepared, and a copy of the Ordinance was posted in the municipal building, commencing on April 16, 2024, and continuing for at least ten days thereafter. Copies of the Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at Bloomington, Illinois, on 04/16/2024


Leslie Smith-Yocum
City Clerk

ORDINANCE NO. 2024 - 016

**AN ORDINANCE AMENDING THE CITY OF BLOOMINGTON
WATER LEAK ADJUSTMENT POLICY**

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter “City”) is an Illinois home-rule municipality; and

WHEREAS, the City currently has in place in its City Code provisions for the policy of water billing adjustments which is contained in the “City of Bloomington Water Leak Adjustment Policy”; and

WHEREAS, since 2021, the City has partnered with HomeServe USA and/or ServLine, its affiliates, subsidiaries, and/or assignees, hereinafter referred to as “Servline,” to provide the City’s residential water customers with water leak adjustment insurance coverage for one (1) adjustment of up to \$500 each year; and

WHEREAS, effective May 31, 2024, said water leak adjustment insurance coverage will be increased to \$2,500 each year; and

WHEREAS, effective May 31, 2024, ServLine will no longer offer line protection on its insurance policy; and

WHEREAS, the City desires to continue offering such line protection to its water customers; and

WHEREAS, a similar line protection program is available to customers off-bill through Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America; and

WHEREAS, the City Council desires to update the “City of Bloomington Water Leak Adjustment Policy” to accurately reflect the changes to the line protection program.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

Section 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

Section 2. That the “City of Bloomington Water Leak Adjustment Policy” shall be amended as set forth on Exhibit A.

Section 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

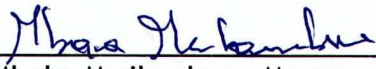
Section 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 8th day of April 2024.

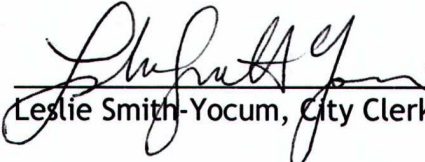
APPROVED this day of April 2024.

CITY OF BLOOMINGTON



Mboka Mwilambwe, Mayor

ATTEST



Leslie Smith-Yocum, City Clerk

EXHIBIT A

City of Bloomington Water Leak Protection Program Policy

In accordance with Bloomington City Code Article V, Section 37, any and all requests for adjustments to City services utility bills shall be in accordance with the procedures and subject to the limitations contained within this Water Leak Adjustment Policy.

Section 1. Customer's Responsibility

The City's ownership and maintenance obligations, as outlined by City Code, for the water distribution system includes the public water mains. The customer's ownership and maintenance obligations, as outlined by City Code, includes the customer's tap at the water main and the water service line extending to the structure, as well as the premise plumbing and fixtures. Though City Code outlines the above delineation of ownership and maintenance obligations, the City, through practice, has maintained residential service lines from the public water main to and including the curb stop. Based on this practice, the residential customer is responsible for the water service line from the curb stop to the structure, as well as the premise plumbing and fixtures. It is the customer's responsibility to keep his or her water lines and plumbing system in good working order. That said, water leaks do occur from time to time resulting in unexpectedly high City services utility bills.

Section 2. Water Leak Adjustment Protection

The City of Bloomington has partnered with HomeServe USA and/or ServLine, its affiliates, subsidiaries, and/or assignees, hereinafter referred to as "Servline," to provide the City's residential water customers with water leak adjustment insurance coverage for one (1) adjustment of up to ~~\$500~~ \$2,500 each year. This coverage provides payment of unexpectedly high City services utility bills due to qualifying leaks. See item H below for services impacted by this protection. The following conditions, provisions, and limitations apply:

- (A) **Qualifying Leaks** - Any leak, other than those non-qualifying leaks listed below, that generates a minimum additional charge resulting in a City services utility bill that is twice the average water bill of that customer calculated over a twelve (12) month period, up to a maximum adjustment of ~~five hundred (500)~~ twenty five hundred (2,500) dollars during any twelve (12) month period. For water customers who have been on the City's water system for less than twelve (12) months, a water leak adjustment will not be made until at least three (3) months of average usage has been established.
- (B) **Non-Qualifying Leaks or Usage** - The following leaks or use of water do not qualify for a water leak adjustment under this policy:

1. Commercial or Industrial customers;

2. Residential customers who do not have a water meter and/or who are not the responsible party for the City services utility bill;
3. Leaks associated with structures that have been left or abandoned without reasonable care for the plumbing system (i.e. unattended homes that have not had the meter turned off and water drained from plumbing system or homes that have been left for any period of time without heat);
4. Leaks on irrigation systems or irrigation lines;
5. Filling of water features, such as fountains or fish ponds, or leaks associated with water features;
6. Filling of, leaks associated with, and/or general water usage associated with outdoor recreational activities such as, but not limited to, hot tubs, pools, slip-n-slides, and sprinklers;
7. Negligent or intentional acts such as leaving water running (i.e. leaving the outside water faucet on, interior faucets left running, and/ or any other water left on in the home without a faulty plumbing issue), meaning there must be an actual break and repair for leak reimbursement;
8. Leaks in any structure other than the primary residential structure, such as, but not limited to, detached garages or storage buildings;
9. Filling swimming pools or leaks in swimming pools;
10. Watering of lawns or gardens; and
11. Washing or pressure-washing driveways, cars, windows or siding of any structure; and
12. Master-metered multi-habitational accounts.

(C) Submission of Claims -

1. Claims must be submitted to Servline within ninety (90) days from the billing date.
2. Claims must be accompanied by proof that the leak has been repaired before an adjustment will be made (i.e. copy of invoice for materials, bill from plumber, receipt for repair parts utilized by the homeowner for repair, meter consumption information (when available)).
3. Call Servline to initiate a claim.

(D) Limitations - A leak adjustment can encompass no more than two (2) billing cycles. No customer shall receive more than one (1) leak adjustment during any twelve (12) month period. Water leak adjustment coverage assists with the payment of high City services utility bills due to qualifying water leaks but does not provide any reimbursement for the repair or replacement of water lines or plumbing fixtures.

(E) Monthly Fees - Monthly fees shall be established by the City for residential customers. Monthly fees will be established by adding a ten (10) percent City administration fee

to the Servline established monthly fees. Customers are obligated to pay the monthly fee for the water leak adjustment policy unless the customer has properly declined protection as provided herein.

(F) Enrollment - Residential customers are automatically enrolled when a new account is established. There is a thirty (30) day waiting period for water leak adjustment coverage to take effect after the new account is established. Water leak adjustment coverage fees will be included on the monthly City utility services bill.

(G) Customer Option to Decline Program - Water customers are entitled to decline the water leak adjustment protection set out in this policy by calling Servline. Customers that have opted out of this program will not be entitled to any adjustment to their City services utility bills and the water customer will remain fully responsible for any and all amounts due. Customers may re-enroll in the water leak adjustment program after they have opted out of the program. There is a thirty (30) day waiting period for water leak adjustment coverage to take effect after the customer is re-enrolled in the program.

(H) Services Impacted - Leak adjustments approved are applicable to water, utility tax, sewer, and Bloomington-Normal Water Reclamation District (BNWRD) charges.

Section 3. Water Line and Sewer Lateral Protection

Optional coverage for water line and/ or sewer lateral break coverage is available for residential water customers through Servline Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America. These off-bill options are voluntary and, if added, can provide up to ~~ten thousand (10,000)~~ eight thousand five hundred (8,500) dollars in coverage for repair and/ or replacement of broken water lines and/or sewer laterals. For more information on these protection options or to add these coverages please contact Servline Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America.

Section 4. How to Contact Servline or Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America

All questions or comments concerning this water leak adjustment policy or water line and sewer lateral protection should be directed to Servline or Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America.

Section 5. Effective Date - This policy shall be effective beginning June 1, 2024.

CONTACT INFORMATION

AGENCY CUSTOMER ID: 00021553

CONTACT TYPE:		CONTACT TYPE:	
CONTACT NAME:		CONTACT NAME:	
PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL
PRIMARY E-MAIL ADDRESS:		PRIMARY E-MAIL ADDRESS:	
SECONDARY E-MAIL ADDRESS:		SECONDARY E-MAIL ADDRESS:	

PREMISES INFORMATION (Attach ACORD 823 for Additional Premises)

LOC #	STREET		CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
			<input type="checkbox"/> INSIDE	<input type="checkbox"/> OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY:	STATE:	<input type="checkbox"/> OUTSIDE	<input type="checkbox"/> TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY:	ZIP:				TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:						ANY AREA LEASED TO OTHERS? Y / N

NATURE OF BUSINESS

<input type="checkbox"/> APARTMENTS	<input type="checkbox"/> CONTRACTOR	<input type="checkbox"/> MANUFACTURING	<input type="checkbox"/> RESTAURANT	<input type="checkbox"/> SERVICE	DATE BUSINESS STARTED (MM/DD/YYYY)
<input type="checkbox"/> CONDOMINIUMS	<input type="checkbox"/> INSTITUTIONAL	<input type="checkbox"/> OFFICE	<input type="checkbox"/> RETAIL	<input type="checkbox"/> WHOLESALE	
DESCRIPTION OF PRIMARY OPERATIONS					
RETAIL STORES OR SERVICE OPERATIONS % OF TOTAL SALES:		INSTALLATION, SERVICE OR REPAIR WORK %	OFF PREMISES INSTALLATION, SERVICE OR REPAIR WORK %		
DESCRIPTION OF OPERATIONS OF OTHER NAMED INSURED					

ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data) Attach ACORD 45 for more Additional Interests

INTEREST <input type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BREACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LENDER'S LOSS PAYABLE <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
							LOCATION:	BUILDING:
							VEHICLE:	BOAT:
							AIRPORT:	AIRCRAFT:
ITEM CLASS:							ITEM:	
REFERENCE / LOAN #:						INTEREST END DATE:		
LIEN AMOUNT:						PHONE (A/C, No, Ext):		FAX (A/C, No):
REASON FOR INTEREST:						E-MAIL ADDRESS:		

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES				Y / N
1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ?				
PARENT COMPANY NAME		RELATIONSHIP DESCRIPTION	% OWNED	
1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?				
SUBSIDIARY COMPANY NAME		RELATIONSHIP DESCRIPTION	% OWNED	
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?				
<input type="checkbox"/>	SAFETY MANUAL	<input type="checkbox"/>	SAFETY POSITION	<input type="checkbox"/>
<input type="checkbox"/>	MONTHLY MEETINGS	<input type="checkbox"/>	OSHA	<input type="checkbox"/>
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?				
4. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers)				
LINE OF BUSINESS	POLICY NUMBER	LINE OF BUSINESS	POLICY NUMBER	
5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS? (Missouri Applicants - Do not answer this question)				
<input type="checkbox"/>	NON-PAYMENT	<input type="checkbox"/>	AGENT NO LONGER REPRESENTS CARRIER	
<input type="checkbox"/>	NON-RENEWAL	<input type="checkbox"/>	UNDERWRITING	<input type="checkbox"/>
CONDITION CORRECTED (Describe):				
6. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?				
7. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).				
8. ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS?				
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
9. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS?				
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS?				
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
11. HAS BUSINESS BEEN PLACED IN A TRUST? NAME OF TRUST:				
12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES? (If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)				
13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED?				
14. DOES APPLICANT OWN / LEASE / OPERATE ANY DRONES? (If "YES", describe use)				
15. DOES APPLICANT HIRE OTHERS TO OPERATE DRONES? (If "YES", describe use)				

REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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PRIOR CARRIER INFORMATION

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

PRIOR CARRIER INFORMATION (continued)

AGENCY CUSTOMER ID: 00021553

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

LOSS HISTORY Check if none (Attach Loss Summary for Additional Loss Information)

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST ____ YEARS						TOTAL LOSSES: \$	
DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	SUBROGATION Y/N	CLAIM OPEN Y/N

SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION. (Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.)

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE 	PRODUCER'S NAME (Please Print) Arnold M Slater Jr.	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE 	DATE 4/15/24	NATIONAL PRODUCER NUMBER

AGENCY CUSTOMER ID: 00021553

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY HomeServe USA		NAMED INSURED City of Bloomington	
POLICY NUMBER U29U32SV0603-LEAK		EFFECTIVE DATE: 03/31/2024	
CARRIER Assurant/Virginia Surety	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 125 **FORM TITLE:** Commercial Application

Policy

Inland Marine (C) - Leak

Water/Sewer Combined Loss Protection Residential: Rate Per Customer Per Month: \$0.95

Protection Limit: Protection Limit: \$500

Qualifier: 2x average bill

Occurrences: 1 adjustment per 12 months over 2 billing cycles

Adjustments on water bills will NOT be made for the following:

- Residential customers who do not have a water meter and/or who are not the responsible party for the utility bill.
- Commercial or Industrial Customers.
- Premises left or abandoned without reasonable care for the plumbing system. For example, unattended home that have not had meter turned off and water drained from plumbing system, or homes that have been left for any period of time without heat.
- Leaks on irrigation systems or irrigation lines, leaks in water features such as fountains, etc.
- Negligent acts such as leaving water running. For example, Leaving the outside water faucet on, interior faucets left running, and/or any other water left on in the home without a faulty plumbing issue. There must be an actual break and repair for leak reimbursement.
- Filling of swimming pools or leaks in swimming pools.
- Watering of lawns and gardens.

ACORD 101



EQUIPMENT FLOATER SECTION

DATE (MM/DD/YYYY)
4/11/2024

AGENCY HomeServe USA		CARRIER Assurant/Virginia Surety	NAIC CODE
POLICY NUMBER U29U32SV0603-LEAK	EFFECTIVE DATE 3/31/2024	APPLICANT / FIRST NAMED INSURED City of Bloomington	

TERRITORY OF OPERATION	TYPE OF OPERATION

COVERAGE / DEDUCTIBLE

EQUIPMENT STORAGE				UNSCHEDULED EQUIPMENT				
Loc. #	MO. IN STORAGE	MAXIMUM VALUE		TYPE OF SECURITY	DESCRIPTION	MAXIMUM ITEM	AMT. OF INSURANCE	% COINS
		IN BUILDING	OUTSIDE					
		\$	\$					
		\$	\$					
		\$	\$					

ADDITIONAL INTEREST / CERTIFICATE RECIPIENTS ACORD 45 Attached

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
<input type="checkbox"/> LOSS PAYEE					LOCATION:	BUILDING:
<input type="checkbox"/> LIENHOLDER					SCHEDULED ITEM NUMBER:	
					OTHER	
ITEM DESCRIPTION:						
INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
<input type="checkbox"/> LOSS PAYEE					LOCATION:	BUILDING:
<input type="checkbox"/> LIENHOLDER					SCHEDULED ITEM NUMBER:	
					OTHER	
ITEM DESCRIPTION:						
INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
<input type="checkbox"/> LOSS PAYEE					LOCATION:	BUILDING:
<input type="checkbox"/> LIENHOLDER					SCHEDULED ITEM NUMBER:	
					OTHER	
ITEM DESCRIPTION:						

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES	Y / N
1. EQUIPMENT RENTED, LOANED TO / FROM OTHERS WITH / WITHOUT OPERATORS?	
2. IS APPLICANT OPERATING EQUIPMENT NOT LISTED HERE?	
3. PROPERTY USED UNDERGROUND?	
4. ANY WORK DONE AFLOAT?	

SCHEDULED EQUIPMENT

% COINSURANCE

AGENCY CUSTOMER ID: 00021553

#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$

SIGNATURE

AGENCY CUSTOMER ID: 00021553

Applicable in AL, AR, DC, LA, MD, NM, RI and WV

Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties* (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

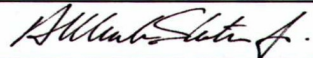

Applicable in OR

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE 	PRODUCER'S NAME (Please Print) Arnold M Slater Jr.	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE 	DATE 4/15/24	NATIONAL PRODUCER NUMBER



TRANSPORTATION SECTION

DATE (MM/DD/YYYY)
4/11/2024

AGENCY HomeServe USA		CARRIER Assurant/Virginia Surety		NAIC CODE
POLICY NUMBER U29U32SV0603-LEAK	EFFECTIVE DATE 3/31/2024	APPLICANT / FIRST NAMED INSURED City of Bloomington		

INTEREST		TYPE		OTHER	
APPLICANT IS: <input type="checkbox"/> COMMON CARRIER <input type="checkbox"/> OTHER <input type="checkbox"/> CONTRACT CARRIER <input type="checkbox"/> SHIPPER OF OWNED PROPERTY		<input checked="" type="checkbox"/> TRANSPORTATION MOTOR TRUCK CARGO LEGAL LIABILITY		<input type="checkbox"/> OPEN <input type="checkbox"/> ANNUAL	

TRANSPORTATION

OPERATIONS (Motor truck cargo legal liability on page 2)

PROPERTY SHIPPED			POINTS OF ORIGIN			POINTS OF DESTINATION			
TERRITORY						ANNUAL GROSS SALES \$			
CONVEYANCE USED	ANNUAL VALUES SHIPPED AT APPLICANT'S RISK			AVERAGE VALUE PER SHIPMENT	LIMIT OF LIABILITY	BILL OF LADING			
	INCOMING	OUTGOING	INTERPLANT			FULL VALUE		RELEASED VALUE	
CONTRACT CARRIER	\$	\$	\$	\$	\$	YES	NO	\$	
COMMON CARRIER	\$	\$	\$	\$	\$	YES	NO	\$	
RAIL	\$	\$	\$	\$	\$	YES	NO	\$	
AIR CARRIER	\$	\$	\$	\$	\$	YES	NO	\$	
OWNED VEHICLES	\$	\$	\$	\$	\$	YES	NO	\$	
TOTAL	\$	\$	\$	\$	\$				
<input type="checkbox"/> SPECIAL FORM <input type="checkbox"/> NAMED PERILS <input type="checkbox"/> INCLUDING THEFT		DEDUCTIBLE		# TRUCKS OPERATED	# TRACTORS OPERATED	# TRAILERS OPERATED	# TANK-TRUCKS OPERATED	# REFRIG. UNITS OPERATED	SPECIAL UNITS OWNED / OPERATED

VEHICLE SCHEDULE (Attach ACORD 129 if necessary. Attach ACORD 163, Driver Information Schedule.)

Veh #	YEAR	MAKE:	BODY TYPE:	DATE PURCHASED	NEW	RADIUS OF OPERATIONS
		MODEL:	V.I.N.:		USED	
		MAKE:	BODY TYPE:	DATE PURCHASED	NEW	RADIUS OF OPERATIONS
		MODEL:	V.I.N.:		USED	
		MAKE:	BODY TYPE:	DATE PURCHASED	NEW	RADIUS OF OPERATIONS
		MODEL:	V.I.N.:		USED	

F.O.B.

IS CONTINGENT COVERAGE DESIRED ON F.O.B. SHIPMENTS MADE BY THE APPLICANT? YES NO

IF "YES", ENTER PERCENTAGE OF ANNUAL GROSS SALES REPRESENTED BY F.O.B. SHIPMENTS. _____ %

GENERAL INFORMATION

#	EXPLAIN ALL "YES" RESPONSES.	YES	NO	#	EXPLAIN ALL "YES" RESPONSES.	YES	NO
1.	IS THERE A VEHICLE MAINTENANCE PROGRAM IN OPERATION?			6.	ARE VEHICLES EQUIPPED WITH THEFT ALARMS?		
2.	DOES APPLICANT OBTAIN MVR VERIFICATION FOR DRIVERS?			7.	ARE VEHICLES LEFT UNLOCKED WHEN UNATTENDED?		
3.	DOES APPLICANT HAVE A DRIVER RECRUITING METHOD?			8.	ARE VEHICLES LEFT LOADED OVERNIGHT?		
4.	DO DRIVERS RECEIVE REGULAR PHYSICALS?			9.	DOES APPLICANT BACK HAUL PROPERTY OF OTHERS?		
5.	ANY WATERBORNE SHIPMENTS TO BE COVERED?						

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

MOTOR TRUCK CARGO LEGAL LIABILITY on Page 2

OPERATIONS

MOTOR TRUCK CARGO LEGAL LIABILITY

PROPERTY HAULED			GROSS RECEIPTS LAST 12 MONTHS		GROSS RECEIPTS NEXT 12 MONTHS			
			\$		\$			
TERRITORY			AVERAGE DISTANCE		MAXIMUM DISTANCE			
LIST TARGET COMMODITIES CARRIED	% OF GROSS REVENUES	MAXIMUM VALUE PER VEHICLE	LIST STATES WHERE FILINGS REQUIRED		DOCKET NO. _____			
					I.C.C. FILING REQUIRED			
	%	\$			DOCKET NO. _____			
	%	\$						
	%	\$						
	%	\$						
	%	\$						
	%	\$						
	%	\$						
			LIMIT OF LIABILITY					
			SINGLE CONVEYANCE		PER DISASTER	LOADING / UNLOADING		
						LIMIT	DEDUCTIBLE	
			\$		\$	\$	\$	
SPECIAL FORM NAMED PERILS		DEDUCTIBLE	# TRUCKS OPERATED	# TRACTORS OPERATED	# TRAILERS OPERATED	# TANK-TRAILERS OPERATED	# REFRIG. UNITS OPERATED	SPECIAL UNITS OWNED / OPERATED
<input type="checkbox"/> INCLUDING THEFT <input type="checkbox"/> LOADING / UNLOADING								

TERMINALS

Loc. #	ADDRESS (ACORD 125)	AVERAGE VALUE AT TERMINAL	MAXIMUM VALUE AT TERMINAL	LIMIT OF LIABILITY
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$

VEHICLE SCHEDULE (Attach ACORD 129 if necessary. Attach ACORD 163, Driver Information Schedule.)

Veh #	YEAR	MAKE:	BODY TYPE:	DATE PURCHASED	NEW / USED	RADIUS OF OPERATIONS
Veh #	YEAR	MAKE:	BODY TYPE:	DATE PURCHASED	NEW / USED	RADIUS OF OPERATIONS
		MODEL:	V.I.N.:			
Veh #	YEAR	MAKE:	BODY TYPE:	DATE PURCHASED	NEW / USED	RADIUS OF OPERATIONS
		MODEL:	V.I.N.:			
Veh #	YEAR	MAKE:	BODY TYPE:	DATE PURCHASED	NEW / USED	RADIUS OF OPERATIONS
		MODEL:	V.I.N.:			

GENERAL INFORMATION

#	EXPLAIN ALL "YES" RESPONSES.	YES	NO	#	EXPLAIN ALL "YES" RESPONSES.	YES	NO
1.	IS THERE A VEHICLE MAINTENANCE PROGRAM IN OPERATION?			9.	DO TERMINALS HAVE FIRE PROTECTION (Sprinklers, hoses, etc.)?		
2.	DOES APPLICANT OBTAIN MVR VERIFICATION FOR DRIVERS?			10.	DO TERMINALS HAVE SECURITY SYSTEMS (Guards, alarms, fences, lights, dogs, etc.)?		
3.	DOES APPLICANT HAVE A DRIVER RECRUITING METHOD?			11.	ARE VEHICLES LEFT LOADED OVERNIGHT?		
4.	DO DRIVERS RECEIVE REGULAR PHYSICALS?			12.	IS THE APPLICANT AN OWNER OPERATOR?		
5.	ARE VEHICLES EQUIPPED WITH THEFT ALARMS?			13.	DOES THE APPLICANT HIRE OWNER OPERATORS?		
6.	ARE VEHICLES LEFT UNLOCKED WHEN UNATTENDED?			14.	DOES THE APPLICANT TRIPLELEASE TO OTHERS?		
7.	ARE OVERAGES, SHORTAGES, & DAMAGE CLAIMS PENDING?			15.	DOES THE APPLICANT BACK HAUL PROPERTY OF OTHERS?		
8.	ARE ANY VEHICLES OPERATED FOR THE APPLICANT BY OTHERS?						

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Attach to ACORD 125

SIGNATURE

Applicable in AL, AR, DC, LA, MD, NM, RI and WV

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Applicable in KS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties* (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

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Applicable in NJ

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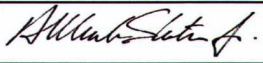
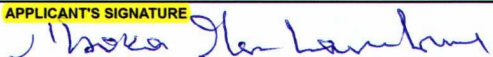
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PRODUCER'S SIGNATURE 	PRODUCER'S NAME (Please Print) Arnold M Slater Jr	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE 	DATE 4/15/24	NATIONAL PRODUCER NUMBER

MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into by and between the City of Bloomington, Illinois (“**City**”), 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 City (“**Property Owner**”); and

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

2. **City Obligations.**

A. Grant of License. City hereby grants to Company a non-exclusive license (“**License**”) to use City'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 City'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 City extends a similar license to a competitor of Company during the Term and any Renewal Term of this Agreement, the City shall provide thirty (30) days' notice prior to such grant of license and Company may immediately terminate this Agreement.

B. **Property Owner Data.** If City elects to do so, City 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 City is defined as “**Property Owner Data**”. Property Owners Data shall be and remain City’s property. For any Property Owner Data provided by City to Company, City 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 City 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 City 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. **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 City 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. City shall provide notice to Company prior to any such disclosure.

5. **Code Change.** The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable City, municipal or similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing of this Agreement.

6. **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.

7. **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: City:
ATTN: Scott Rathbun
City of Bloomington
115 E. Washington St., Ste 310
Bloomington, IL 61701
Email: byehl@cityblm.org
Phone: (309) 434-2306

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

8. **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.

9. **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.

10. **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.

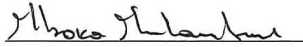
11. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of Illinois, without regard to the choice of law principles of the forum state. THE PARTIES HERETO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

12. **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.

CITY OF BLOOMINGTON



Name: Mboka Mwilambwe

Title: Mayor City of Bloomington

Date: 4-18-24

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

DocuSigned by:

0F9AA4D7978A476...

Name: Michael Backus

Title: Chief Growth Officer

Date: 4/1/2024 | 11:06 AM EDT

Exhibit A
NLC Service Line Warranty Program
City of Bloomington
Term Sheet
March 28, 2024

- I. Initial Term. Three Years.
- II. License Conditions. Use of City logo and name on letterhead, advertising, signature line, and marketing materials.
- III. Products.
 - A. External water service line plan (initially, \$5.25 per month)
 - B. External sewer/septic line plan (initially, \$7.25 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 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 city tap.
 - ii. Covers septic lines if applicable.
- 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.