

Penn Lake Park Borough
Agenda-September 12th 2024 7:00pm Meeting
<https://global.gotomeeting.com/join/384401149> Ph.(312) 757-3117 Access Code: 384-401-149
New Meeting Link-Test <https://meet.google.com/vfx-sfpn-txs>

Work Session-

- Aqua Pump House-Project-Filtration of PFAS/perfluoroalkyl/Forever Chemicals
- AARPA-PENN LAKE BOROUGH INLET GRADE ADJUSTMENT PROJECT
- Culvert pipe replacement-ESC
- Flush pressure sewer cleanouts -ESC
- 2020 LSA Grant Project
- Ordinance for Sewage connect fee/Attorneys fees
- ...

Call to Order

Pledge of Allegiance

Roll Call

Public Comment-Public comment on the current agenda items

Meeting Minutes Approval

Treasurers Report

Receipts and Bills

Petitions and Complaints

Correspondence

Committee Reports:

- Mayor
- Attorney
- Zoning
- Recreation
- Lake Management
- Goose Abatement
- Records
- Roads
- Sewer
- Short Term Rental
- Dam

Unfinished Business

- ARPA Funds(Ongoing)
 1. Final project-Evaluate responses to "PENN LAKE BOROUGH INLET GRADE ADJUSTMENT PROJECT", select and vote on lowest credible bid
- Motion to endorse agreement negotiated by mayor Carter to provide police protection with borough of White Haven for \$18,200 per year

New Business

- Motion for Culvert pipe replacement from Environmental Services Corp amount \$5,938..27
- Motion for flushing/sucking approximately 1,620 LF of sewer lines to be done by Environmental Services Corp amount \$2,200 plus .15/gallon disposal fee
- Dam: Motion to accept Borton-Lawson proposal for annual dam inspection amount \$2,250
- Dam: Motion to accept Streamline Engineering change order#1 in the amount of \$35k for Additional Engineering Services for Design & Permitting
- Motion to advertise Ordinance#1 for "AUTHORIZING THE COLLECTION OF ATTORNEY FEES PURSUANT TO 53 P.S. § 7106"
- Motion to advertise Ordinance#2 to amend Ordinance #1 of 2003, as amended by Ordinance #4 of 2006 "The Penn Lake Park Borough Sewer Connection Hook Up Ordinance" increasing sewer connect fees to \$16,300

Final Public Comment

Adjourn

AUGUST 8, 2024

PENN LAKE PARK BOROUGH COUNCIL MEETING

The Penn Lake Park Borough August Council meeting was held at the Penn Lake Park Community House. Council President Paul Rogan called the meeting to order at approximately 7:31 PM with the Pledge of Allegiance to the Flag followed by a statement that the meeting is streamed through the conferencing app., Gotomeeting, and is being recorded.

ROLL CALL: Mayor Tom Carter, Council President Paul Rogan, Council Members: Susan George, John Burden, and Corey Beltz were present. Dan Eustice was remote.

PUBLIC COMMENT: None

MINUTES:

Minutes from the July Council Meeting were distributed to council members via email and posted on the Penn Lake Park Borough website. The copies will be recorded as the official minutes. A **Motion** to accept the July Council Meeting Minutes was made by George, 2nd by Beltz. Roll Call: George, Beltz, Eustice, Burden, and Rogan, all in favor, none opposed. Motion Carried.

TREASURERS REPORT:

The Treasurer's Report was presented. A **Motion** was made by Rogan, 2nd by Burden to accept the Treasurer's Report. Roll Call: Rogan, Burden, Beltz, George, and Eustice, all in favor, none opposed. Motion carried.

RECEIPTS/BILLS:

A **Motion** was made by Rogan, 2nd by George to pay the bills of \$101,282.95 and to accept the receipts of \$5,548.32. Roll Call: Rogan, George, Burden, Beltz, and Eustice, all in favor, none opposed. Motion carried. Rogan noted that \$57,232.00 paid to Lehigh Asphalt Paving was covered by a 2020 LSA Grant.

PETITIONS OR COMPLAINTS: None

CORRESPONDENCE: None

COMMITTEE REPORTS:

MAYOR – Carter – Nothing to Report

SOLICITOR – Kristyn Jeckell – Nothing to Report.

ZONING – No permits were issued.

RECREATION– George – Contacted Biros to extend the Porta Potty service until October 31. George also spoke with Kevin Cronauer regarding the Pickle Ball Court. Cronauer reported that repairs and resurfacing the entire court would cost approximately \$200,000.00. However, Council

could consider partial repairs but will not proceed with any improvements until the dam construction is completed as the process may impact the area.

LAKE MANAGEMENT - Eustice – There was a high E Coli count of 345 on July 31, prompting the closure of the beach. The water was tested again on August 6th and Eustice feels confident the beach will be reopened pending the testing results.

GOOSE ABATEMENT – Eustice – There has been an increase in the geese population.

RTK/RECORDS –Burden – One RTK is ongoing.

ROADS –Eustice – The shoulder work on Williams and Horseshoe Drives in connection with the Aqua water main replacement has been completed and the driveway issue on Horseshoe has been resolved.

SEWERS – Beltz – Spoke with Environmental Service Corp to discuss flushing the sewer lines from 1627 Lakeview Dr. to the Pagoda. Environmental Service Corp feels that flushing the lines in the area will extend the life of the grinder pumps. Beltz was contacted by a resident on Hollenback Dr reporting water flowing at the end of the property on Acorn Dr. and Hollenback Rd. The water main leak in the area was resolved.

SHORT TERM RENTALS- Burden – Covered in Records.

DAM – Rogan – 8-8-2024 Meeting- Dam Report

- 7/23/2024 - Dan George, Lisa Stuart, and Streamline Engr., Jack Dean met with Dam Safety. A tentative path forward was agreed to. Dean, George, Rogan to flesh out the details.
- 7/28/2024 – A Public Meeting was held at the Community House. Rogan noted that a full recording of the Public Meeting is available on the Borough’s website.
- 7/30/2024 George/Rogan-Meet Attorney Dean to get understanding of the new easements needed
- 8/2024-Dan George, Kristyn, Dean, Streamline continue to work thru the details of additional easements needed.
- 8/8/24-Rogan emailed both John Blake and Senator Argall, emphasizing how motivated our citizens are:

Mr. Blake,

Attached is a copy of the petition for additional financing for our dam project that we had on the table July 28th when you visited Penn Lake for our public information meeting. There are 121 signatures.

We hope you realize how important this project is to our borough.

Again, to illustrate how motivated our citizens are:

- The walking list I have for the 11/3/20 election has about 290 active voters
- The election report shows that 258 votes were cast on the dam referendum, a turnout of 89%
- Of the 258 votes cast, 234 were “yes”, 90.7%. And this was to raise Borough millage from .6 to 4.6 mils.

Thank you again for attending our event,

Paul Rogan – PLPB Council President

UNFINISHED BUSINESS:

ARPA Funds –Williams Dr. project has been completed. The Hollenback/Horseshoe project is delayed. Burden suggested potential projects for remainder of funds. Beltz asked if ARPA funds can be used for tree trimming as it is becoming necessary on Hollenback Rd.

Speed Bumps/Humps – Beltz has a template for traffic calming.

2020 LSA Grant- Hollenback Rd Project has been completed.

AQUA Main Replacement Status – The project has been completed.

NEW BUSINESS:

Motion to Execute Option Agreement- A **Motion** was made by Rogan, 2nd by George to execute the option agreement on the Phillip's property for the appraisal amount of \$34,560.00.

Roll Call: Rogan, George, Beltz, Burden, and Eustice, all in favor, none opposed.

Motion Carried.

Annual Dam Inspection – A **Motion** was made by Rogan, 2nd by Beltz to solicit a contract from Borton Lawson to perform the annual dam inspection.

Roll Call: Rogan, Beltz, George, Burden, and Eustice, all in favor, none opposed.

Motion Carried.

FINAL PUBLIC COMMENT: None

A **Motion** was made by Rogan, 2nd by George to adjourn.

Roll Call: Rogan, George, Burden, Beltz, and Eustice, all in favor, none opposed.

Motion Carried.

Meeting adjourned at 8:04 PM.

The next Council Meeting will be held on Thursday, September 12, at 7:00 PM.

Respectfully submitted,

Karen Burden, Secretary

TREASURERS REPORT September 12th, 2024

PNC GENERAL FUND

Balance as of 08/08/24	\$19,392.26
Revenue Deposits 9/12/24 mtg	+ <u>2,849.84</u>
	22,242.10
Transfer to Dam Acct	- .00
Bills to be Paid 9/12/24	- <u>2,368.42</u>
Balance as of 9/12/24	\$19,873.68
	-(2,168.70 - PICKLEBALL GO FUND ME)
	- <u>13,468.26 (ARPA Funds)</u>
	\$ 4,236.72

PLGIT GENERAL FUND

Balance as of 08/08/24	\$132,243.65
Deposits	+ 10540.02
Interest earned (Aug)	+ <u>684.30</u>
	\$143,467.97
Bills to be Paid 9/12/24	- <u>4,754.10</u>
Balance as of 9/12/24	\$138,713.87

DAM ALLOCATION FUND

	\$3,291,649.97
	+ .00
	+ <u>14,201.44</u>
	\$3,305,851.41
	- <u>16,237.36</u>
	\$3,289,614.05

PLGIT GARBAGE

Balance 08/08/24	\$40,778.32
Deposits from 9/12/24 mtg	\$.00
Interest earned (Aug)	\$ <u>185.27</u>
	\$40,963.59
Bills to be Pd 9/12/24	- <u>7,073.64</u>
Balance as of 9/12/24	\$33,889.95

LIQUID FUELS

	\$47,047.95
	\$.00
	\$ <u>202.81</u>
	\$47,250.76
	- <u>.00</u>
	\$47,250.76

FNCB SEWER FUND

Balance 08/08/24	\$113,487.45
Interest Earned	+ 67.60
Revenue Dep 9/12/24	+ <u>27,126.53</u>
	\$140,681.58
Bills to be Pd 9/12/24	- 350.00
Penn Vest Loan 9/1/24	- <u>10,317.06</u>
Balance as of 9/12/24	\$130,014.52

LUZERNE BANK

	\$1,007.02
	.00
	+ <u>.00</u>
	\$1,007.02
	.00
	- <u>.00</u>
	\$1,007.02

September 12th, 2024 Meeting

RECEIPTS:

\$ <u>10540.02</u>	HA Berkheimer, EIT -August
\$ <u>27126.53</u>	PA Aqua, Sewer Fees Collected, April & May
\$ <u>2849.84</u>	Elite Revenue, Delinquent taxes collected

\$40516.39

TOTAL RECEIPTS

BILLS:

\$ <u>10317.06</u>	Penn Vest Loan Monthly Payment – September
\$ <u>350.00</u>	Atty. John Dean, August Retainer
\$ <u>437.50</u>	Elliott Greenleaf & Dean, Borough Matters –July 2024 (Inv #5668)
\$ <u>377.84</u>	Barry Jacob, ZO Salary –August & mileage
\$ <u>16237.36</u>	Luzerne Bank, Loan Payment
\$ <u>7073.64</u>	Casella, September Garbage
\$ <u>31.27</u>	PLGit, General Fund Printing of Checks
\$ <u>418.00</u>	Kirby Memorial Health Center, Water Tests July & August(Inv 59413 & 59551)
\$ <u>155.00</u>	Biros Utilities Inc, Portable Toilet (Sept)
\$ <u>300.00</u>	Thomas Carter, RE: Trapping of Beaver Pmt to Jerry Pawlaski
\$ <u>2067.50</u>	Streamline Engineering Inc, RE: Grant Application
\$ <u>194.36</u>	HA Berkheimer Inc, Admin & Comm July & August
\$ <u>62.72</u>	PPL Electric Utilities, July & August Streetlights
\$ <u>1655.33</u>	Luzerne County Treasurer, NBIS Bridge Inspection (4/23/24)
\$ <u>350.00</u>	Aqua PA , Repairs, Inv # 5-2024
\$ <u>1000.00</u>	Kislans Trucking, Lawn Maintenance, Inv #4719 & 4728
\$ <u>73.00</u>	Postmaser, 1 roll stamps

\$41100.58

TOTAL BILLS

Penn Lake Borough
Attn: Corey

September 9, 2024

RE: *Flush pressure sewer cleanouts*
Job Site: *Lakeview Drive*

PROPOSAL:

- Open cleanouts to be flushed, turn on/off valves to isolate cleanouts as needed.
- Flush sewer main using pumped water.
- Use vac truck to remove wastewater.
- 1627-1720 Lakeview (1,240') 1720-1080 Lakeview (380')

Pricing:

Vac Trucks and Labor: \$2,200.00

Disposal Fee of \$0.15 per gallon unless authorized by Bob Soltis to dump at White Haven WWTP. (TBD)

TERMS AND CONDITIONS:

- A.) Any deviation from the above stated work will be deemed a change and is not covered in this contract. No added work will be performed without a verbal and/or written consent of the above property owner.
- B.) Any deficiencies noted will be forwarded and performed only with a verbal and/or written consent of the above property owner.
- C.) Environmental Services Corporation will not be responsible for any delays or added expenses for the completion of this work due to any unknown factors.
- D.) Environmental Services Corporation, its employees and subcontractors, are not responsible for any damages to the driveways, unknown underground utility, or drainage lines, pipe, or tanks as a result of the work performed.

Upon receipt of a signed agreement and terms of payment, we will schedule work. Thank you for allowing us the opportunity to be of service to you. If you have any questions, please don't hesitate to contact our office.

Sincerely,

Environmental Service Corporation

ACCEPTED AGREEMENT AND PAYMENT TERMS:

_____ SIGNATURE _____ DATE

_____ PURCHASE ORDER # (If Applicable)

Contact: Allen "Butch" Detweiler
Environmental Service Corp of PA
Cell: 570-575-6449
Office: 570-341-6738

ALLEN.D@ESC-PA.COM

Penn Lake Borough
Attn: Corey and Dan

September 9, 2024

RE: *Culvert pipe replacement*
Job Site: *Hollenback Road*

PROPOSAL:

- Saw cut road and excavate road crossing.
- Remove existing pipe and replace in kind with 15" ADS PA DOT double wall culvert pipe. Approximately 30'
- Place tail piece, Geo-Fabric, and #4 stone at discharge end of pipe
- Backfill with 2A Stone, Tamp in lifts
- Re-Pave Road cut with 6" 19mm base asphalt, 2" 9.5mm topcoat asphalt.
- Seal asphalt joints as needed.

Pricing:

Equipment, Labor, and Materials: \$5,938.27

For safety reasons, Hollenback Road will need to be closed at the work site during excavation, approximately 8hours completion time

COSTARS Member # 518656

TERMS AND CONDITIONS:

- A.) Any deviation from the above stated work will be deemed a change and is not covered in this contract. No added work will be performed without a verbal and/or written consent of the above property owner.
- B.) Any deficiencies noted will be forwarded and performed only with a verbal and/or written consent of the above property owner.
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Contact: Allen "Butch" Detweiler
Environmental Service Corp of PA
Cell: 570-575-6449
Office: 570-341-6738
ALLEN.D@ESC-PA.COM

AGREEMENT TO PROVIDE POLICE PROTECTION

THIS AGREEMENT, made as of the **1st day of January 2025**, by and between **PENN LAKE PARK BOROUGH**, a political subdivision within Luzerne County and organized and existing under the laws of the Commonwealth of Pennsylvania with a municipal address of PO Box 14, White Haven, PA 18661 (Penn Lake) and **WHITE HAVEN BOROUGH**, a political subdivision within Luzerne County and organized and existing under the laws of the Commonwealth of Pennsylvania with a municipal office located at 312 Main Street, White Haven, PA 18661. (White Haven) The Penn Lake and White Haven are sometimes referred to herein collectively as the "Parties" or individually as a "Party"

Witnesseth

Penn Lake and White Haven, intending to be legally bound, agree that White Haven shall provide police protection to Penn Lake under the following terms and conditions:

1. **Statutory Authority**. This Agreement is entered into between Penn Lake and White Haven under the authority of the Intergovernmental Cooperation Act of July 12, 1972, NO. 180 (53 P.C., 481 et. Seq.); 53 P.S. 1202 (24) of the Pennsylvania Borough Code.
2. **Term**. This agreement shall begin on January 1, 2025, and end on December 31, 2025. At the end of the term, this Agreement shall automatically renew on a yearly basis unless either party provides 30 days of advance written notice of termination of the Agreement to the other party, which may take place in the middle of a term. to the other party before the end of the term or a renewal term. The Parties agree that, should either party wish to renegotiate the terms of this Agreement, the Parties must agree on such renegotiated terms by August 31 of each term to take effect on the first day of the subsequent year.
3. **Consideration**. Penn Lake shall pay White Haven ~~\$26,000.00~~ \$18,200 per year for the period commencing on January 1, 2025, and ending on December 31, 2025. Payments shall be made in the amount of ~~\$2,166.67~~ \$1,516.67 per month on the last day of each month beginning on January 31, 2025. If the agreement is renewed, the contract price shall increase in the amount of 3% for each renewal year.
4. **Services**. White Haven agrees, through its police department, to provide police protection within the corporate limits of Penn Lake consisting of responding appropriately to calls for police assistance ~~both~~ through ~~direct calls and~~ 911 emergency calls; setting up and running traffic and conducting vehicle patrols; enforcing the provisions of the Pennsylvania Crimes Code, the Pennsylvania Motor Vehicle Code and the Penn Lake Code of Ordinances of a criminal nature; and performing other services of a type and coming within the jurisdiction of and customarily rendered by the White Haven Borough Police Department. White Haven agrees that, in the event that the Police receives a direct call, i.e., to a police officer's cell phone, which requires or requests an emergent response to Penn Lake, the Police will direct the caller to call 911 before the Police respond. The White Haven Borough Police Department shall be responsible for log reports on its activities in Penn Lake, including the reason for which the Police engaged in such activity, i.e., routine patrol, response to 911 call, etc.. Penn Lake shall be entitled to review such log reports upon request. In addition, the White Haven Borough Police Department must provide a copy of its monthly police schedule (without names of

officers for the safety of the officers and their families) to Penn Lake as far in advance as possible which schedule shall remain confidential between White Haven and Penn Lake meaning the elected and appointed officials of Penn Lake shall not disclose the schedule to the public. Furthermore, Penn Lake shall be permitted to request a police officer be present at its monthly meetings and give reports at those meetings on police activities within Penn Lake for the prior month.

5. **Minimum Hours of Service.** White Haven shall provide Penn Lake with police protection a minimum of ~~10 hours per week~~ 7 hours per week. Weekly hours may be carried over from week to week depending on the needs of Penn Lake and the agreement of the parties.
6. **Court Time.** If a police officer is required to attend court proceedings in the prosecution of crimes, then there will be additional charges of \$52.00 per hour to Penn Lake for hours spent by officers in court. However, court time may be deducted from the minimum hours of service and hours carried over from the week to week at the discretion of Penn Lake.
7. **Fines and Penalties.** Penn Lake shall be entitled to all fines and penalties or portions thereof, as provided by law, for all convictions based on crimes, summary offenses, ordinance violations, and traffic offenses committed within Penn Lake. If the Agreement is renewed for a second or subsequent year, Penn Lake agrees to escrow one-half of the fines collected for police equipment to be paid upon request and for reimbursement of police equipment purchased by White Haven provided the equipment is used for police protection services within Penn Lake.
8. **Insurance.** White Haven shall, at all times during this agreement and while providing police protection services, maintain Law Enforcement Officer's Liability Insurance in a minimum aggregate amount of \$1,000,000.00 which policy shall cover the police activities and name Penn Lake as an additional insured. The policy may not be canceled without 30 days prior notice to Penn Lake by the carrier. White Haven shall provide Penn Lake with a Certificate of Insurance.
9. **Indemnification.** White Haven does hereby indemnify and save harmless Penn Lake from all costs, judgments, expenses, payments, claims, and causes of action (including court costs and reasonable attorney fees) arising from the police protection services of the White Haven Borough Police Department. White Haven Borough and White Haven Borough Police Department shall be treated as independent contractors since Penn Lake is only contracting for police services. As such, Penn Lake shall have no liability financially (for payroll, payroll taxes, worker's compensation or other benefits) or otherwise, except for any unemployment compensation rate increases incurred by White Haven as a result of the termination or nonrenewal of this agreement by Penn Lake.
10. **Grants.** Penn Lake agrees to reasonably cooperate with White Haven in applying for grants for police equipment provided that police equipment is used in the performance of police protection services within Penn Lake.
11. **Ordinances.** This agreement is contingent upon Penn Lake and White Haven each adopting an ordinance under the Municipal Police Jurisdiction Law, 42 Pa C.S.A.

8951, et seq. and the Intergovernmental Cooperation Law, 53 Pa. C.S.A. 2301, et seq. and 42 Pa. C.S. 8953, which adopts the terms and conditions of this Agreement. As such, this agreement shall become effective after the passage of both ordinances.

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have signed this Agreement on the date indicated below:

ATTEST

PENN LAKE PARK BOROUGH

Secretary

President

Vice President

Council Member

Council Member

Council Member

Date: _____

APPROVED BY THE MAYOR

Hon. Tom Carter

Date: _____

ATTEST:

Manager

Date: _____

Date: _____

**WHITE HAVEN BOROUGH
COUNCIL:**

President

Vice President

Council Member

Council Member

Council Member

Council Member

Council Member

APPROVED BY THE MAYOR

Hon. Fred Meier

**PENN LAKE PARK BOROUGH
ORDINANCE NO.: 1 of 2024**

**AN ORDINANCE OF THE BOROUGH OF PENN LAKE PARK, LUZERNE COUNTY,
PENNSYLVANIA AUTHORIZING THE COLLECTION OF ATTORNEY FEES
PURSUANT TO 53 P.S. § 7106**

WHEREAS, it is necessary and prudent for the Borough of Penn Lake Park (“Borough”) to recover promptly its levied and unpaid delinquent municipal claims, municipal liens, tax, tax claims and tax liens and, if necessary, to accomplish such recovery through legal proceedings; and

WHEREAS, the Municipal Claims and Tax Liens Act, 53 P.S. § 7101 et seq. (“MCTLA”) authorizes the addition of interest, costs, charges, expenses and fees, including reasonable attorney fees, to the total payable with respect to the delinquent municipal claims, municipal liens, tax, tax claims and tax liens; and

WHEREAS, the Borough has determined that it is in the best interest of all taxpayers and residents of the Borough to enforce the payment of delinquent municipal claims, municipal liens, tax, tax claims and tax liens; and

WHEREAS, the Borough has determined that the addition of interest, costs, charges, expenses and fees, including attorneys’ fees, to the total payable with respect to delinquent municipal claims, municipal liens, tax, tax claims and tax liens is reasonable and just;

NOW, THEREFORE, BE IT ORDAINED BY a majority vote of the Borough Council that the following Ordinance is hereby adopted:

SECTION 1

Pursuant to § 7106 of the Municipal Claims and Tax Liens Act, 53 P.S. § 7101 et seq., it is hereby established that the reasonable charges, expenses and fees incurred in the collection of any delinquent municipal claims, municipal liens, tax, tax claims and tax liens under the MCTLA are hereby fixed at five percent (5%) of the total amount of the delinquent municipal claims, municipal liens, tax, tax claims and tax liens, plus the amount of the filing fees and court costs paid by the Borough to commence such action, plus \$175.00 per hour in attorneys fees. Such amount shall be added onto the amount of the lien.

SECTION 2

If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as

it remains legally enforceable minus the invalid portion. The Borough reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

SECTION 3

This Ordinance shall become effective immediately upon approval.

SECTION 4

This Ordinance is enacted by the Borough under the authority of the Pennsylvania Borough Code, 8 Pa.C.S. § 101 et seq., and any other applicable law arising under the laws of the Commonwealth of Pennsylvania.

Duly Enacted and Ordained this _____ day of _____, 2024, by the Borough Council of Penn Lake Park of the Borough of Penn Lake Park, Luzerne County Pennsylvania, in lawful session duly assembled.

President

Vice President

Council Member

Council Member

Council Member

APPROVED BY:

Mayor

ATTEST:

Secretary

Penn Lake Park Borough- Ordinance to amend Ordinance #1 of 2003, as amended by Ordinance #4 of 2006 “The Penn Lake Park Borough Sewer Connection Hook Up Ordinance”

ORDINANCE NO. 2024 - # 2

Enacted Date: October 10, 2024

Effective Date: January 1, 2025

Be it enacted and ordained as follow:

Ordinance #1 of 2003 section 4.02 reads:

"The Connection Assessment hereafter payable by the Owner of an Improved Property shall be the sum of \$3,500 if paid within forty-five (45) days after the date the bill is mailed. If paid thereafter, the Connection Assessment then due shall be \$4,000.00."

Ordinance #4 of 2006 amended section 4.02 of Ordinance #1 of 2003 to read:

"The Connection Assessment hereafter payable by the Owner of an Improved Property shall be the sum of \$11,300.00 payable at the time of the issuance of the Connection Permit as set forth above in Article III. Said cost shall cover the construction cost and provision of all materials, including an initial Grinder Pump for the Sewer System for the improved property, said construction of the Sewer System and Lateral to the Grinder Pump shall be born by the Borough upon payment of this Connection Assessment."

This ordinance #2 of 2024 hereby amends section 4.02 to read:

"The Connection Assessment hereafter payable by the Owner of an Improved Property shall be the sum of \$16,300.00(?) payable at the time of the issuance of the Connection Permit as set forth above in Article III. Said cost shall cover the construction cost and provision of all materials, including an initial Grinder Pump for the Sewer System for the improved property, said construction of the Sewer System and Lateral to the Grinder Pump shall be born by the Borough upon payment of this Connection Assessment."

PENN LAKE PARK BOROUGH COUNCIL:

PRESIDENT

VICE PRESIDENT

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

APPROVED BY:

MAYOR

ATTEST:

Secretary