

Penn Lake Park Borough
Agenda-December 19th 2024 7:00pm Meeting
<https://global.gotomeeting.com/join/384401149> Ph.(312) 757-3117 Access Code: 384-401-149

Work Session-

- Transition of Borough president duties
 - Update web site with meeting minutes and agenda
 - Dam-Intend to have continued DAG involvement. Makes sense for me to continue to provide the details, invoices, canceled checks for Jim Brozeena to do grant management
- Budget 2025-Any changes or public comment?
- Disaster Declaration Friday 11/22
- Open and discuss trash bids

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)-Status
 - \$66,426 reimbursement held up-more documentation needed
- Trash collection, Discuss, Award to lowest credible bidder
- Motion to accept 2025 budget as advertised and amended

New Business

- Resolution #5-Set trash rate based on bid-Count of 254 Land Use 101 from county 11/13/2024 Extract
- Declaration of emergency 11/22 storm
- ZHB Attorney-Jessica Pleskach letter of interest-\$150/hr, Sean McNealis no longer doing zoning.
- Motion to accept Jim Brozeena proposal for \$175/hr for grant management
- DGK Insurance Proposal-\$3,925 motion to accept and sign waiver of premium and terrorism coverage

Final Public Comment

Adjourn

NOVEMBER 14, 2024

PENN LAKE PARK BOROUGH COUNCIL MEETING

The Penn Lake Park Borough November Council meeting was held at the Penn Lake Park Community House. Council President Paul Rogan called the meeting to order at approximately 7:20 PM with the Pledge of Allegiance to the Flag followed by a statement that the meeting is being recorded.

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

PUBLIC COMMENT: None

MINUTES:

Minutes from the October 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 October Council Meeting Minutes was made by Eustice, 2nd by Burden. Roll Call: Eustice, Burden, Beltz, 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, Eustice, and Beltz, all in favor, none opposed. Motion carried.

RECEIPTS/BILLS:

A **Motion** was made by Beltz, 2nd by Eustice to pay the bills of \$47,149.138 and to accept the receipts of \$20,139.38. Roll Call: Beltz, Eustice, Burden, and Rogan, all in favor, none opposed. Motion carried.

PETITIONS OR COMPLAINTS: None

CORRESPONDENCE: None

COMMITTEE REPORTS:

MAYOR – Carter – Reminded residents that a burn ban is in effect.

SOLICITOR – Dan Mulhern – Provided an update on the Basler easement appeal which should conclude by April 4th. Mulhern added that the Phillips easement continues in litigation.

ZONING – A zoning and building permit for a garage was issued to 23 Williams Drive.

RECREATION– George – No Report.

LAKE MANAGEMENT - Eustice – Nothing to Report.

GOOSE ABATEMENT – Eustice – Nothing to Report.

RTK/RECORDS –Burden – Stated there were 2 Right to Know Requests. One has been satisfied and the other will be satisfied when the garbage bids are tabulated.

ROADS –Eustice – The Culvert Pipe replacement and shoulder work on Hollenback Rd was completed. Funds for the repairs came from an ARPA Grant. AQUA was issued pave cut permits and sent the Borough plans for the water main replacement project on Darby and Horseshoe Dr.

SEWERS – Beltz –Environmental Service Corp will flush the sewer lines from 1627 Lakeview Dr. to the Pagoda on November 18th.

SHORT TERM RENTALS- Burden – Nothing to Report.

DAM – Rogan – 11-14-2024 Meeting- Dam Report

- 10/14/2024 A “Board of View” site meeting was held at the location of the Basler flow easement. The meeting was attended by George, Rogan, Borough solicitor Mulhern, Carolyn Basler’s attorney, and a few real estate agents. That group will determine the adequacy of the \$15,772.79 offer for the easement.
- 10/16/2024 The Board of View meeting has been scheduled for November 12th at 1:00 P.M.
- 10/17/2024 State senator, Rosemary Brown, was contacted about the possibility of low interest loans for dam related projects. Brown forwarded the info to Senator Argall and together determined that it did not apply to municipalities.
- 10/xx/2024 Dan George and Rogan met attorney Mulhern on site to review alternative access to the Basler Easement area.
- 10/xx/2024 Statewide LSA grant award of \$750k was made. This is significant because it addresses approximately half of the dam funding shortage.
- 10/29/2024 The BRIC grant reimbursement request was signed by Rogan.
- 10/30/2024 Streamline requested survey data between Carter and Darby to understand how the road profile needs to be changed. This is in response to additional information requested by DEP for the dam permit application.
- 11/02/2024 Survey work between Darby and Carter Drive was completed and sent to Streamline for submittal to DEP
- 11/08/2024 Notice was received today from PEMA, “Please be advised that reimbursement in the amount of \$88,122.37 has been initiated. Funds will be available in approximately 30-45 days.”
- 11/12/2024 The Board of View meeting scheduled for November 12th at 1:00 P.M. was canceled.

UNFINISHED BUSINESS:

ARPA Funds – The remainder of funds were used for the culvert replacement and shoulder repair on Hollenback Rd and the inlet grade adjustment project on Horseshoe, Lakeview, and Hollenback Rds.

NEW BUSINESS:

Ratify Email Poll – A **Motion** was made by Rogan, 2nd by Beltz, to engage Michael Kopec for dam related survey work not to exceed \$3,500.00.

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

Motion Carried.

2025 Budget – A **Motion** was made by Rogan, 2nd by Beltz, to advertise the 2025 Budget.

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

Motion Carried.

Risk Management Recommendation Letter – Mayor and Council will implement necessary checks and maintenance on playground equipment.

Trash Collection – Was advertised for bids.

Short-Term Rentals - Changes to the Short-Term Rental Ordinance are not currently necessary.

Phillips Easement – Council met in Executive Session.

Council Vacancy – Will be addressed at the December Council Meeting.

FINAL PUBLIC COMMENT: Ned McGuire expressed his disappointment in some Borough residents concerning their lack of support for Matt Cartwright in the recent election.

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

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

Motion Carried.

Meeting adjourned at 7:41 PM.

The next Council Meeting will be held on Thursday, December 19, at 7:00 PM.

Respectfully submitted,

Karen Burden, Secretary

TREASURERS REPORT December 19th, 2024

PNC GENERAL FUND

Balance as of 11/14/24	\$12,192.92
Revenue Deposits 12/19/24 mtg	+ <u>5,705.12</u>
	17,898.04
Transfer to Dam Acct	- 1,969.97
Bills to be Paid 12/19/24	- <u>9,649.52</u>
Balance as of 12/19/24	\$ 6,278.55
	-(2,168.70 - PICKLEBALL GO FUND ME)
	- <u>1,029.99 (ARPA Funds 5529.99 - \$4500)</u>
	\$ 3,079.86 (General Funds)

PLGIT GENERAL FUND

Balance as of 11/14/24	\$144,475.44
Deposits	+ 10,332.80
Interest earned-NOV	+ <u>559.86</u>
	\$155,368.10
Bills to be Paid 12/19/24	- <u>9,497.72</u>
Balance as of 12/19/24	\$145,870.38

DAM ALLOCATION FUND

	\$3,272,689.58
	+ 1,969.97
	+ <u>12,248.06</u>
	\$3,286,907.61
	- <u>65,710.46</u>
	\$3,221,197.15

PLGIT GARBAGE

Balance 11/14/24	\$20,364.92
Deposits from 12/19/24 mtg	\$ 686.00
Interest earned (NOV)	\$ <u>91.41</u>
	\$21,142.33
Bills to be Pd 12/19/24	- <u>7,073.64</u>
Balance as of 12/19/24	\$14,068.69

LIQUID FUELS

	\$46,653.27
	\$.00
	\$ <u>176.66</u>
	\$46,829.93
	- <u>18,379.50</u>
	\$28,450.43

FNCB SEWER FUND

Balance 11/14/24	\$146,189.63
Interest Earned	+ 71.00
Revenue Dep 12/19/24	+ <u>12,485.30</u>
	\$158,745.93
Bills to be Pd 12/19/24	- 550.00
Penn Vest Loan 12/1/24	- <u>10,317.06</u>
Balance as of 12/19/24	\$147,878.87

LUZERNE BANK

	\$1,007.02
	.00
	+ <u>.00</u>
	\$1,007.02
	5.00 (service charge)
	- <u>.00</u>
	\$1,002.02

December 19th, 2024 Meeting

RECEIPTS:

\$ <u>10332.80</u>	HA Berkheimer, EIT -November
\$ <u>12485.30</u>	PA Aqua, Sewer Fees Collected, September
\$ <u>126.83</u>	Commonwealth of PA, State Police Fines
\$ <u>2157.59</u>	Realty Taxes Collected
\$ <u>686.00</u>	Garbage Fees Collected
\$ <u>1250.00</u>	M/M Fisher, Short Term Rental Fee
\$ <u>2170.70</u>	Luzerne County Recorder of Deeds, Realty Transfer Taxes
\$ <u>88122.37</u>	Commonwealth of PA, BRIC Grant

\$117,331.59

TOTAL RECEIPTS

BILLS:

\$ <u>10317.06</u>	Penn Vest Loan Monthly Payment – December
\$ <u>350.00</u>	Atty. John Dean, November Retainer
\$ <u>2222.50</u>	Elliott Greenleaf & Dean, Dam Matters –Oct 2024 (Inv #6317)
\$ <u>332.50</u>	Elliott Greenleaf & Dean, Boro Matters- Oct 2024 (Inv#6316)
\$ <u>350.00</u>	Barry Jacob, ZO Salary –Nov
\$ <u>16237.36</u>	Luzerne Bank, Loan Payment
\$ <u>7073.64</u>	Casella, December Garbage
\$ <u>1915.00</u>	White Haven Borouigh, WC Fire Dept, PL Share
\$ <u>4500.00</u>	Kislans Trucking, Inlet grate adjustment & install bike grate(Arpa Funds)
\$ <u>2634.00</u>	Kislans Trucking , snow plowing 11/22/24, Invoice #4762
\$ <u>13432.50</u>	Kislans Trucking, Tree Removal due to storm damage
\$ <u>2313.00</u>	Kislans Trucking, snow plowing 12/3&5/24, Invoice #4775
\$ <u>2250.00</u>	Verdantas, Dam Inspetion 2024
\$ <u>41.00</u>	CANWIN, 2025 Boro Mtg Date Ad & Trash Pick up Ad
\$ <u>30.64</u>	PPL Electric Utilities, November streetlights
\$ <u>137.88</u>	HA Berkheimer Inc, Admin & Comm- November
\$ <u>2927.50</u>	Streamline Engineering Inc, Fema Grant Assist, submit app
\$ <u>21475.60</u>	Streamline Engineering Inc, Dam Project
\$ <u>1553.20</u>	Aqua PA, Repairs, Inv #8-2024 & #9-2024(Andrews,Reid & Stoffa)
\$ <u>23525.00</u>	Brozena Consulting Services LLC, Dam Project (FEMA, FMA, BRIC Grant Apps)
\$ <u>1337.50</u>	Karen Burden, Secretary 6 mo salary & rent
\$ <u>850.00</u>	Teresa Wojciechowski, Treasurer 6 mo salary
\$ <u>1000.00</u>	Beverly Yencha, Tax Collector Salary
\$ <u>720.00</u>	Mayor & Council Salaries, 12 months
\$ <u>4655.22</u>	Verdantas, LSA Grant Project Inv #116955

\$122,180.10

TOTAL BILLS

Penn Lake 2025 BUDGET-Penn Lake 2025 Budget-First Reading-Adjusted after 11/14/24 Meeting

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Penn Lake 2025 Budget First Reading Adjusted at 11/14/24 Meeting

Notes

This budget was prepared as follows:

1. 10 months of actuals from the Treasurers October Report (Column D)
2. Estimate November and December Actuals to derive 2024 estimated actuals (Column F). Column G is estimated 2024 Actual.
3. Round Column K, then Column H is the preliminary budget figure.
4. Adjust 2024 actuals by amounts expected for 2025, column K, plus any amount considered to be one time or unusual occurrences in 2024
5. Snow Plowing-There are 2 accounts where snow plowing can be budgeted, "**35.432 Snow & Ice Removal-Liquid Fuels**", and "**432.000 Snow & Ice Removal-Discretionary**". For budget purpose, all snow plowing is budgeted in 35.432. The amounts when paid may be paid from 35.432 or 432 at the discretion of the Treasurer. Ditto 35.436 Storm Drain Cleaning.
6. Road Repairs-There are 2 accounts where road repairs can be budgeted, "**438.000 Maint/Repairs Bridges/Roads**"-Discretionary, and "**35.438 Main/Repairs-Roads-Liquid Fuels**". The amounts when paid may be paid from 35.438 or 438 at the discretion of the Treasurer.
7. Carryover amounts are **green**. They are calculated by taking balance from the October report and adjusted by expected November and December anticipated revenues and expenses.

Dam Notes

- Expectation that construction will start autumn 2025
- Expectation of receipt of \$750k gaming and \$88k BRIC grants

Adjustments for 2025

These are adjustments made to expected amounts that are unusual or one time occurrences. Rev=Revenue, Exp=Expense

1. 383.000 Special Assessment -Dam are **Adjusted up** \$750k Gaming Grant \$447k \$88k BRIC Grant expected income
2. 426.450 Sanitation Contracted Co-**Adjusted up** \$20k New Contract expected
3. 471.100 Dam Construction Cost-**Adjusted up** -\$1m Construction expected to start in the autumn
4. 411.54 Contribution to Fire Co-Adjusted up-\$6k. Total held for new engine, \$12k, \$6k form 2024 and \$6k from 2025, held in our account until requested by the fire company.

Roads

The borough expects to get new paving on half of Hollenback and Darby account of Aqua main replacement

Trash Calculation

The amount of trash \$\$\$ to go on residents tax bill TBD, Needs to wait for County Tax database and evaluation of bids in December

Sewer Fund

The balance on the PennVest Penn Lake sewer loan will be \$112,315 at the beginning of 2025. The balance at the end of the year will be \$0. The last payment on the Pennvest loan will be 12/1/2025.

Penn Lake 2025 Budget First Reading Adjusted at 11/14/24 Meeting

PENN LAKE PARK BOROUGH-2025 Budget-Final-Revenue

January through December 2025

<u>INCOME (Discretionary)</u>			
			2025 Budget
Real Estate Taxes			
		Uncategorized	\$2,000.00
	301.100	Real Estate (.4 mils)	\$20,000.00
	301.110	Real Estate -Dam (4.2 mils)	\$0.00
	383.000	Special Assessment -Dam (4.2 mils)	\$1,050,000.00
	301.400	Real Estate – Delinquent	\$16,000.00
	310.100	Real Estate – Tax Transfer	\$4,000.00
	310.200	Earned Income Tax	\$55,000.00
Total Real Estate Taxes			\$1,147,000.00
License & Permits			
	321.800	Cable TV Franchise	\$2,000.00
Total License & Permits			\$2,000.00
Interest Earnings			
	341.000	GENERAL INTEREST	\$8,000.00
	341.010	Dam Interest	\$148,000.00
	341.020	GARBAGE INTEREST	\$1,000.00
Total Interest Earnings			\$157,000.00
State Entitlements			
	351.120	Emergency and DR	\$0.00
	351.000	Culture & Recreation	\$0.00
	351.070	Recreation Grant	\$0.00
	351.090	ARPA	\$0.00
	352.530	ARPA FUNDS	\$0.00
	354.090	Community Development	\$0.00
	354.150	Recycling Grant Act 101	\$1,000.00
	355.010	PUBLIC UTILITY REALTY TAX	\$0.00
	355.080	GAMING FUNDS	\$66,000.00
	355.990	Fire Relief Allocation	\$3,000.00
Total State Entitlements			\$70,000.00

Charges for Services/Public Safety			
	361.000	General Government	\$0.00
	361.340	Zoning Hearing Fees.	\$1,000.00
	361.330	Zoning Permits/UCC Permits	\$1,000.00
	362.000	(Public Safety) Variance Hearings	\$0.00
	362.510	Sale of recycling cans	\$0.00
	364.000	ALL OTHER CHARGES	\$0.00
	362.480	Short Term Rental Fees	\$9,000.00
	364.450	Sanitation GARBAGE FEES COLLECTED	\$82,000.00
Total Charges for Services/Public Safety			\$93,000.00
Miscellaneous Revenues			
	380.000	Miscellaneous	\$0.00
	389.000	MISCELLANEOUS	\$0.00
Total Miscellaneous Revenues			\$0.00
		TOTAL INCOME	\$1,469,000.00
		Carryover Funds-12/31/2024	\$3,438,000.00
		Budget-Available Resources -2025	\$4,907,000.00

Penn Lake 2025 Budget First Reading Adjusted at 11/14/24 Meeting

PENN LAKE PARK BOROUGH-2025 Budget-Final-Expense

January through December 2025

<u>EXPENSE (Discretionary)</u>			2025 Budget
Borough Administration			
	400.000	Council Salaries	\$1,000.00
	400.340	Advertising/Postage/Printing	\$2,000.00
	400.350	Insurance & Bonding	\$5,000.00
	401.000	Mayors Salary	\$0.00
	402.000	Auditors Salary	\$1,000.00
	403.110	Tax Collectors Salary	\$1,000.00
	403.200	Tax Collectors Supplies	\$0.00
	403.300	HA Berkheimer, Admin/Comm	\$1,000.00
	404.300	Attorney Fees	\$15,000.00
	405.120	Secretary Salary	\$2,000.00
	405.120	Treasurer Salary	\$2,000.00
	406.000	General Government/Misc	\$3,000.00
	406.210	General Government Supplies	\$1,000.00
	407.000	IT Networking	
	408.310	Prof Svc/Engineer	\$39,000.00
	409.000	Genl Govt	
	409.380	Rent & Other Services	\$1,000.00
		Uncategorized	\$0.00
Total Borough Administration			\$74,000.00
Public Safety	410.000	Police	\$0.00
	411.000	Firemens Relief Fund	\$3,000.00
	411.540	Contribution to Fire Co	\$9,000.00
	414.120	Zoning Officer Salary	\$4,000.00
	414.130	Zoning Officer, Other Svcs	\$0.00
	414.200	Planning Commission	\$0.00
Total Public Safety			\$16,000.00
Health & Human Services	420.000	Water Testing/ Lake Spraying	\$2,000.00
	420.300	Water/Other Svcs & Charges	\$0.00
Total Health & Human Services			\$2,000.00
Public Works/Sanitation	426.120	Sanitation Collection Salary	\$0.00
	426.000	Recycling Collection and Disposal	\$0.00
	426.450	Sanitation Contracted Co	\$104,000.00
Total Public			\$104,000.00

Works/Sanitation			
Public Works/Streets & Bridges	432.000	Snow & Ice Removal	\$0.00
	433.000	Traffic Control	\$0.00
	434.000	Streetlights	\$0.00
	438.000	Maint/Repairs Bridges/Roads	\$81,000.00
	446.000	Flood Control	\$0.00
	439.000	Const/Rebuilding/Dam	\$0.00
Total Public Works/Streets & Bridges			\$81,000.00
Recreation	451.000	Recreation	\$4,000.00
	451.070	CULTURE & RECREATION	\$0.00
	452.000	Recreation/Other Grant Work	\$0.00
Total Recreation			\$4,000.00
Miscellaneous	463.000	Economic Development	\$0.00
	471.100	Dam Construction Cost	\$1,103,000.00
	472.100	INTEREST DUE ON LOAN	\$194,000.00
	481.000	Miscellaneous	\$0.00
Total Miscellaneous			\$1,297,000.00
Total Expenses			\$1,578,000.00

Penn Lake 2025 Budget First Reading Adjusted at 11/14/24 Meeting

PENN LAKE PARK BOROUGH 2025 Budget-Final Liquid Fuels- INCOME AND EXPENSE

<u>Liquid Fuels</u>			2025 Budget
Income			
	35.341	Interest Earned	\$2,000.00
	35.355.05	LF Tax Allotment	\$21,000.00
Total Liquid Fuels Income			\$23,000.00
		Carryover Funds-12/31/2024	\$47,000.00
Total LF Budgeted Balance			\$71,000.00
Expense			
	35.432	Snow & Ice Removal	\$16,000.00
	35.433	Traffic control	\$0.00
	35.436	Storm Drain Cleaning	\$0.00
	35.438	Main/Repairs-Roads	\$0.00
Total LF Budgeted Expense			\$16,000.00

Penn Lake 2025 Budget First Reading Adjusted at 11/14/24 Meeting

PENN LAKE PARK BOROUGH-2025 Budget-Final Sewer INCOME AND EXPENSE

<u>Sewer Fund</u>			2025 Budget
Income			
	341.030	Interest	\$1,000.00
	364.110	Sewer Connections	\$23,000.00
	364.100	Monthly Fees Collected	\$161,000.00
Total Sewer Revenue			\$185,000.00
		Carryover Funds-12/31/2024	\$150,000.00
Total Available Sewer Funds 2020			\$335,000.00
Expense			
	429.610	Repairs/Hookups	\$50,000.00
	471.000	Penn Vest Loan-Debt Svc	\$21,000.00
Total sewer Expense			\$71,000.00

Penn Lake 2025 Budget First Reading Adjusted at 11/14/24 Meeting

RESOLUTION #5 2024 OF THE BOROUGH OF Penn Lake Park Borough

WHEREAS, it is necessary for Penn Lake Park Borough to collect taxes to fund borough operations for the year 2024; and

WHEREAS, it is necessary for Penn Lake Park Borough to adequately fund anticipated expenses related to the investigation, design, construction, and maintenance of Penn Lake dam, spillway, and related appurtenances; and

WHEREAS, it is necessary for Penn Lake Park Borough to adequately fund debt service for municipal borrowing of \$3 million as approved by referendum on 11/3/2020 for said dam, spillway, and related appurtenances; and

WHEREAS, borough council would like to legally safeguard and segregate taxes to fund expenses and debt service for said dam, spillway, and related appurtenances as enacted by ordinance on 12/17/2020; and

WHEREAS, it is necessary for Penn Lake Park Borough to adequately fund anticipated expenses related to the collection of trash for the year 2025, now, be it

THEREFORE, RESOLVED, by the Council of the Borough, that;

1. The tax rate for Penn Lake Park Borough for the year 2025 will remain unchanged at 4.6 mils
2. A 4.2 mil portion of the 4.6 tax will be separately segregated to fund expenses and debt service for said dam, spillway, and related appurtenances *only!*
3. The garbage amount to appear on tax bills 2025 is set at \$ _____

ADOPTED this 19th day of December, 2024.

PENN LAKE PARK BOROUGH COUNCIL:

PRESIDENT

VICE PRESIDENT

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

APPROVED BY:

MAYOR

ATTEST:

Secretary

CAVERLY, SHEA, PHILLIPS & RODGERS, LLC

ATTORNEYS AT LAW

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CHARLES A. SHEA II
(1947-2014)

BRUCE J. PHILLIPS
(1957-2019)

November 21, 2024

Penn Lake Park Borough
ATTN: Karen
1744 Lakeview Drive
White Haven, PA 18661

RE: *Zoning Solicitor Penn Lake Park Borough*

Dear Karen:


I was recently made aware of a potential position opening for Solicitor of the Penn Lake Park Borough Zoning Board through Attorney Gerald Seechleer.

I am an attorney working in real estate law and I have several years' experience working as a "fill in" solicitor for numerous townships and boroughs throughout Luzerne County. I am very interested in working with you and would be more than happy to discuss the needs of your Borough and what you are looking for in a candidate.

If selected, my fees for legal services would be invoiced at an hourly rate of One Hundred Fifty(\$150.00) Dollars per hour. Please feel free to contact me if you require any additional materials or have any questions.

Thank you for your consideration.

Very Truly Yours,



Jessica L. Pleskach, Esq.

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

PENN LAKE PARK BOROUGH (“Owner”)

and

BROZENA CONSULTING SERVICES, LLC (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

2025 GRANT MANAGEMENT SERVICES FOR LSA PROJECTS AND FEMA HIGH HAZARD POTENTIAL DAM PROJECT (“Project”).

Engineer’s Services under this Agreement are generally identified as follows:

PROPOSED SCOPE OF WORK (attached) and

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01.
 - B. Engineer shall complete its services within a reasonable time, or within the following specific time period: Project will be completed prior to the **Project Completion dates for the specific project. See attached Project Listing.**
 - C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding twenty-four (24) months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.
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2.01 *Payment Procedures*

- A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for
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herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
 - B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
 - C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
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Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
 - C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
 - D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
 - E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
 - F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
 - G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and
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without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum (Not to Exceed)*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. **Lump Sum (Not to Exceed) amount for each specific project. See attached Project Listing.**
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

Attachments:

PROJECT SCOPE OF WORK

PROJECT LISTING

APPENDIX 1 ENGINEER'S STANDARD HOURLY RATES

EXHIBIT A – NON-COLLUSIVE AFFIDAVIT

EXHIBIT B – NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Title: Council President

Date Signed: _____

ENGINEER:

By: _____

Title: Brozena Consulting Services, LLC

Date Signed: _____

Engineer License Number: PE-032066-E
State of: Pennsylvania

Address for giving notices:

P.O. Box 14

White Haven PA 18661

Address for giving notices:

16 Luzerne Avenue, Suite 120

West Pittston PA 18643

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated December 16, 2024.

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Hourly rates for services performed on or after the Effective Date are:

HOURLY RATE SCHEDULE

Clerical \$75.00

Senior Professional \$175.00

Reimbursable expenses, such as travel, printing, express mail and other project consumables will be billed at cost.

Mileage will be billed at the IRS mileage rate in effect for the period of performance.

Special Services requiring outside Professionals are billed at cost plus an administrative cost of ten percent (10%).

Litigation, expert witness and all other legal and court related appearances will have a minimum eight-hour charge and a minimum overall fee of \$1,500.00 per case.

PENN LAKE PARK BOROUGH 2025 GRANT MANAGEMENT SERVICES SCOPE OF WORK

The services to be provided will include, but not be limited to:

Grant Management Services including;

- A. General Project Oversight
 - B. Coordination with the Borough and its consultants, PEMA and FEMA, PADEP, Pennsylvania DCED, the Commonwealth Financing Authority.
 - C. Coordination with municipal, state and federal elected officials and non-governmental partners.
 - D. Assist with Community and Public Relations activities
 - E. Coordinate with other local agencies
 - F. Provide all staff support necessary for the completion of the projects
 - G. Complete all necessary paperwork associated with the projects
 - H. Provide assistance with the execution of necessary local, state, and federal contracts, associated with the following programs:
 - FEMA HHPD Grant
 - Pennsylvania Local Share Account (LSA) Grants-Luzerne County and Statewide
 - Commonwealth Finance Authority
 - I. Assist with responses to public inquiries (i.e. Right to Know)
 - J. Provide all grant agencies and their designated contacts with the necessary information, to complete quarterly and annual reports.
 - K. Assist the Borough with Record Keeping and Project management
 - L. Ensure that all funding programs guidelines and regulations are followed
 - M. Complete Project Close out documentation for all programs.
 - N. Attendance at municipal meetings as requested
 - O. Attend all grant agency related meetings and/or conferences as required.
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**PENN LAKE PARK BOROUGH
GRANT MANAGEMENT SERVICES
PROJECT LISTING
December 2024**

Luzerne County LSA Grant

Contract # C000089365

Funding Source: Commonwealth of PA
Grant Amount: \$100,000.00
Period of Performance: 5/21/2024
Scope: Construction
Status: Awarded
Proposed Fee: \$7,500.00

Local Share -0%

6/30/2027

Statewide LSA Grant

Contract #

Funding Source: Commonwealth of PA
Grant Amount: \$750,000.00
Period of Performance:
Scope: Construction
Status: Pending
Proposed Fee: \$22,500.00

Local Share -0%

FEMA HHPD Grant 2020 (Pending)

Funding Source: FEMA HHPD
Grant Amount: \$1,300,000.00
Total Grant \$2,000,000.00
Period of Performance: TBD
Scope: Construction
Proposed Fee: \$40,000.00

Local Share -35%
\$700,000.00

TBD

Non-Collusive Affidavit

State of _____, S.S.

County of _____, being first
duly sworn, deposes and says:

That he is _____
(A partner or officer of the firm of, etc.)

the party making the foregoing proposal, that such proposal is genuine and not collusive, or sham; that said Respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent or person, sought by agreement or collusion, or communication or conference, with any person, to fix the land lease price of affiant or of any other Respondent, or to fix any overhead profit or cost element of said price, or of that of any other Respondent, or to secure any advantage against the Borough of Penn Lake Park or any person interested in the proposed contract; and that all statements in said proposal are true.

(FIRM NAME)

BY _____
Signature of Responder, if
Respondent is an Individual
Signature of Partner, if the
Respondent is a Partnership

Subscribed
and sworn
to before me
this _____ day of
_____, 2024.

Signature of Officer, if the
Respondent is a Corporation
(TITLE)

My Commission expires _____, 20



NAMED INSURED: PENN LAKE PARK BOROUGH
POLICY TERM: 01/22/2025 to 01/22/2026

ENDORSEMENT WAIVER OF PREMIUM

We may waive any additional or return premium less than \$50 for policy changes after inception. We may also waive additional or return premiums for policy changes to property, equipment breakdown, inland marine and auto liability and physical damage where the increase or decrease in values is less than or equal to \$500,000 either as a single item change or as a combined transaction value.

This waiver applies only to that portion of the premium due on the effective date of the policy change.

I hereby select:

- Insured accepts the application of the endorsement waiver of premium as stated above.
- Insured requests all policy changes are processed for additional or return premium.

By signing below, I acknowledge that the endorsement requests will be processed as indicated by the selection above. The representative signing below represents he or she is authorized by the first named insured on the Declarations to execute this Endorsement Waiver of Premium Selection form.

Signature

Title

Named Insured

Date



POLICYHOLDER DISCLOSURE TERRORISM COVERAGE UNDER THE TERRORISM RISK INSURANCE ACT

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the federal government under the act.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

Acceptance or Rejection of Terrorism Coverage



I hereby elect to purchase terrorism coverage for a prospective premium of **\$ 81**. (This additional premium will be included with the total premium shown on your policy's Declarations page.) Failure to pay the premium by the due date will constitute rejection of the offer and your policy will be written to exclude the described coverage.



I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

K

Policyholder/Applicant's Signature

Penelope Paule Bonouget

Named Insured

Great American

Insurance Company

Policyholder/Applicant's Name
(Please Print)

3018289

Policy Number

Date