

Penn Lake Park Borough
Agenda-August 11th 2022 7pm Meeting
<https://global.gotomeeting.com/join/384401149> Ph.(312) 757-3117 Access Code: 384-401-149

Work Session-7pm

- STR

Call to Order

Pledge of Allegiance

Roll Call

Meeting Minutes Approval

Treasurers Report

Receipts and Bills

Petitions and Complaints

Correspondence

Committee Reports:

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

Unfinished Business

- Speed Bumps
 - Liquid Fuels Eligibility
 - PLA Storage
- Backer across from Matt Seitchek
- Pickle Ball / Tennis Courts
- Erosion at the inlet
- STR Changes to the ordinance
- Discuss reconsideration of our current contract with the White Haven Police
- Snow Plowing – Changes for the upcoming season, anti-skid / salt contract. Need to cast a wider net. Salt and anti-skid-Complexity for plowers. Evaluate and vote on any bids received.
- Dam
 - Evaluate/vote dam inspection proposals from Borton-Lawson (\$1500) and Streamline(\$3500)
 - Activity since the last council meeting

New Business

- Snow Plowing – Changes for the upcoming season, anti-skid / salt contract. Need to cast a wider net for plowers
- Some lakefront "walls" are crumbling and are unsafe. Who is responsible for the upkeep of these crumbling walls? And what steps can be done to correct the hazard? (Trish Bartlett)
- Understand and vote on \$\$\$ if agreed for spraying for submersed weeds in the lake

Final Public Comment

Adjourn

JULY 13, 2022

PENN LAKE PARK BOROUGH COUNCIL MEETING

The Penn Lake Park Borough July Council meeting was held at the Penn Lake Park Community House grounds. 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 Shaun Kuter, David Longmore, Dan Eustice, and John Burden were present.

MINUTES:

Minutes from the June Council Meeting and the Special June Council Meeting were distributed to council via email and posted on the Penn Lake Borough website. The copies will be recorded as the official minutes and will be posted on the Borough's website. A **Motion** to accept the June Council Meeting Minutes was made by Longmore, 2nd by Burden.

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

Motion carried.

A **Motion** to accept the Special June Council Meeting Minutes was made by Longmore, 2nd by Burden.

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

Motion carried.

TREASURERS REPORT:

The Treasurer's Report was presented. A **Motion** was made by Kuter, 2nd by Eustice to accept the Treasurer's Report.

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

Motion carried.

RECEIPTS/BILLS:

A **Motion** was made by Kuter, 2nd by Longmore to pay the bills of \$25,397.43 and to accept the receipts of \$62,324.58.

Roll Call: Kuter, Longmore, Eustice, and Burden, Rogan abstained on line 10 otherwise aye, all in favor, none opposed.

Motion carried.

PETITIONS OR COMPLAINTS: None

CORRESPONDENCE:

Mike and Kristen Fisher are concerned with the reasoning behind the proposed revision of the Short-Term Rental Permit eligibility. They are planning to remodel but hesitate to do so because they do not meet the residency requirements to operate a Short-Term Rental. The Fishers proposed alternate solutions for the management of Short-Term Rentals for people who do not meet the residency requirements.

COMMITTEE REPORTS:

MAYOR – CARTER -Nothing to Report.

POLICE – The Borough received 23.15 hours of service for June. Incidents were: 1 Stolen Firearm, 2 Follow up investigations, 2 Fireworks, and 1 Suspicious Person.

SOLICITOR – Krystin Giarrantano– Nothing to Report

ZONING –2 Zoning Board hearings were held on June 28th granting variances for an addition, and a special exception for a shed. An additional permit was approved for a hot tub.

RECREATION– Kuter – Nothing to Report.

LAKE MANAGEMENT - Eustice – Spoke with and sent an email to John Charnego of the Department of Health to make the Bureau aware the water testing results are posted on the website. Nature Work's proposed Contract price of \$650.00 to survey and map the lake was received. The cost of spraying will be determined by the number of acres to be treated.

GOOSE ABATEMENT – Kuter – Non-resident groups are arriving, but volunteers are repelling them through pyrotechnics. There are approximately 20 geese in the resident flock.

RTK/RECORDS –Burden – Nothing to Report.

ROADS –Longmore – Has not been contacted by Kislak's Trucking, the contractor for pot-hole patching and paving. Longmore will reach out to Kislak for an update.

SEWERS – Rogan – AQUA found vacant lots and improved properties that have changed ownership and are working to contact the new owners. An updated "Do Not Replace List" is forthcoming giving Aqua the names of properties with delinquent accounts whose pump cannot be repaired until payment arrangements have been made and also permission to pull the grinder pumps if a payment agreement cannot be made. Rogan mentioned an advertisement handed to him by a resident for sewer protection at a cost of \$6.24 per month for the first year.

SHORT TERM RENTALS- Burden – No response from the Short-Term Rental owner operating on Williams Dr. Reports of illegal parking and dog attacks were received by residents regarding renters.

UNFINISHED BUSINESS:

Speed Bumps – Prices have been obtained from Bassler's Equipment. The Borough can purchase the bumps; however, the question remains on whether Liquid Fuels money can be used on roads with speed bumps. Rogan will research the issue. Storage is also an issue if the Borough decides to purchase the speed bumps and the Association will be consulted for storage arrangements.

Backer across from Matt Seitchek – Mayor Carter will contact Weaver to drop gravel and volunteers will help with shoveling.

Pickle Ball / Tennis Court – Longmore spoke with Kevin Cronauer regarding the amount from the Go Fund Me Account established on FaceBook yet to be deposited in the Borough's receipts. Longmore reported the total amount for material is \$9,727.27 plus and additional \$600.00 for materials and \$400 for tools to erect a pickle ball court on the existing basketball court. A **Motion** was made by Longmore, 2nd by Kuter to amend the agenda to purchase tools and supplies required for the tennis court modification not to exceed \$11,000.00, contingent upon the receipt of the Go Fund Me Account established on Face Book for the pickle ball court.

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

Motion carried.

A **Motion** was made by Longmore, 2nd by Kuter, contingent upon receipt of the Go Fund Me Account, to purchase materials and tools, not to exceed \$11,000.00 for the completion of the pickle bar courts.

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

Motion carried.

Erosion at Inlet – Mayor Carter reported the water level is low. Longmore will survey conditions for the use of machinery. Volunteers will aid in the repairs with shoveling.

Short-Term Rental Ordinance Changes – Will carry over to future meetings.

Dam –

A **Motion** was made by Rogan, 2nd by Eustice to pay Streamline Engineering an additional \$5,000.00 for Change Order No. 3, for Additional Spillway Hydraulic Analyses.

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

Motion carried.

- 6/10/22 Rogan contacted Mike Kopek, a local surveyor, to discuss flow easements and possible survey work.
- 6/14/22 Jim Brozena feels that money paid to date is within the “Period of Performance” window and will qualify for the Borough’s 25% contribution.
- 6/22/22 Rogan and Dan George attended a “Dam Owner’s Workshop” and spoke with the acting director of dam safety regarding the concepts developed by Streamline to remedy the deficiencies identified by DEP. They also met with a representative who will be on the review team for the permit application. Both DEP personnel were invited to tour Penn Lake.
- 6/29/22 Brozena received an inquiry from the Department of Homeland Security related to the Borough’s 2021 BRIC grant.
- 7/1/22 An email was received from Kirk Kreider, the acting Dam Safety Director for DEP, informing the Borough that the dam is eligible to apply for the “FY 2022 Rehabilitation of High Hazard Potential Dams.” Mr. Kreider was provided with the application material needed to proceed. Unlike prior years, construction activities are “grant eligible” but require a 35% Borough match. The timeline for the “Period of Performance” of the grant may be too soon for the construction phase of the Borough’s dam.
- 7/13/22 Pat Millham will replace Clay Kimsal on the Dam Advisory Group. Mr. Millham brings a solid background in banking and finance, as asset to the group.
- 7/14/22 The Dam Advisory Group had to postpone the public meeting set for May. A public meeting cannot occur until DEP approves Streamline’s concepts for increasing the spillway capacity. DEP’s delayed response jeopardizes both the timing for public meetings as well as the discussed construction start date in 2023.

NEW BUSINESS:

Snow Plowing – Jim Jarick will discontinue snowplowing services due to the high insurance costs. Rogan will reach out to Kislán, Herbener, and 4 Diamond for possible services.

Lilly Pad/ Bladderwort Spraying – A motion was made by Rogan, 2nd by Kuter to pay Nature Works \$650.00 to survey and map the lake for bladderwort spraying.

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

Motion carried.

White Haven Police Contract – Council Member Dave Longmore read his prepared statement citing several reasons for discontinuing services with the White Haven Police Department. The

reasons included the Police Department's failure to paint speed trap lines from three years ago, the lack of response from the Police to resolve the September 4th incident concerning Penn Lake Residents, and the vagueness of the monthly Police Report as well as its accuracy. Longmore suggested utilizing police coverage by the State Police and diverting funding to acquire speed bumps to curtail speeding in the Borough and possibly renegotiating a contract with the White Haven Police. A **Motion** was made by Longmore, 2nd by Kuter for Mayor Carter and Borough Council to meet with the White Haven Police Department in an Executive Session to resolve issues between the Borough and the Police.

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

Motion Carried.

PUBLIC COMMENT:

Trish Bartlett announced the First Aid/ CPR/ AED Training will be postponed to a fall weekend. Bartlett reported a leaking County Waste Hauler, water fowl being fed by a resident, water testing results for e-Coli contamination, information on Spotted Lantern Fly, and thanked Dan Eustice for taking the water test readings and posting the results on the web page. Seth Isenberg questioned why the Police won't respond to fireworks complaints and commented on State Police coverage. Chuck Stoffa warned of a tick born illness and gave insights on the State's Attorney General's Department regarding Police issues.

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

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

Motion carried.

Meeting adjourned at 8:46 PM.

The next Council Meeting will be held on August 11, 2022 at 7:00 PM.

Respectfully submitted,

Karen Burden, Secretary

TREASURERS REPORT August 11th , 2022

PNC GENERAL FUND

Balance as of 7/14/22	\$50045.05	
Revenue Deposits 08/11/22 mtg	<u>+ 2629.13</u>	
	\$52674.18	
Transfer to Dam Acct	- .00	
Bills to be Paid 8/11/22	<u>- 4478.84</u>	
Balance as of 8/11/22	\$48195.34	(\$16119.06 –DCED)

PLGIT GENERAL FUND

Balance as of 07/14/22	\$120326.05
Deposits	+ 1974.72
Interest earned 07/30/22	<u>+ 128.84</u>
	122429.61
Bills to be Paid 8/11/22	<u>- .00</u>
Balance as of 8/11/22	\$122429.61

DAM ALLOCATION FUND

\$202022.12
+ .00
<u>+ 203.86</u>
\$202225.98
<u>- 6125.60</u>
\$196100.38

PLGIT GARBAGE

Balance 7/14/22	\$46492.46
Deposits from 8/11/22 mtg	\$.00
Interest earned 7/30/22	<u>\$ 54.20</u>
	\$46546.66
Bills to be Pd 8/11/22	<u>- 6539.40</u>
Balance as of 08/11/22	\$40007.26

LIQUID FUELS

\$26910.40
.00
<u>\$ 28.63</u>
\$26939.03
<u>- .00</u>
\$26939.03

FNCB SEWER FUND

Balance 7/14/22	\$186700.58
Interest Earned	+ 19.10
Revenue Dep 8/11/22	<u>+ 13466.58</u>
	\$200186.26
Bills approved 8/11/22	- 2665.50
Penn Vest Loan 8/1/22	<u>- 10317.06</u>
Balance as of 8/11/22	\$187203.70

LUZERNE BANK

\$10500.00
.00
<u>+ .00</u>
\$10500.00
<u>- .00</u>
\$10500.00

DCNR ACCT - closed

RECEIPTS: August 11th, 2022 MEETING

\$ <u>1974.72</u>	Berkheimer, EIT
\$ <u>1000.00</u>	Zoning Hearing Permits (Preedy & Wood)
\$ <u>100.00</u>	Zoning Permits, (Preedy & Mayer)
\$ <u>1082.41</u>	Luzerne County Recorder of Deeds, Transfer Taxes
\$ <u>334.95</u>	Elite Revenue, Delinquent Taxes Collected
\$ <u>60.81</u>	Magisterial District Court 11-3-06, fines collected
\$ <u>13466.58</u>	Sewer Fees Collected, May
\$ <u>50.96</u>	Commonwealth of PA,
\$ 18070.43	TOTAL RECEIPTS

BILLS:

\$ <u>10317.06</u>	Penn Vest Loan Monthly Payment – August
\$ <u>375.00</u>	Davis Gregory Kyle Ins, Treasurers Bond
\$ <u>350.00</u>	Atty. John Dean, July Retainer
\$ <u>795.36</u>	Elliott Greenleaf & Dean, Boro Matters-June
\$ <u>378.00</u>	Barry Jacob, ZO Salary –July ZO Salary mileage
\$ <u>142.08</u>	Luzerne Bank, Interest on Loan
\$ <u>174.00</u>	Reeves Rent-A-John, Portable Potty, July
\$ <u>858.33</u>	White Haven Borough, Police Protection, August
\$ <u>6539.40</u>	GFL Environmental, Garbage collection July
\$ <u>90.00</u>	Teresa Wojciechowski, Printer Ink, copy paper, envelopes
\$ <u>150.00</u>	Sargent's Court Reporting, Preedy & Wood Hearings
\$ <u>2665.50</u>	Aqua PA, Invoice #6-2022 Repairs
\$ <u>420.00</u>	Four Diamond Lawn Care, Inc. – June Lawn Care
\$ <u>30.15</u>	PPL Electric Utilities, July Streetlights
\$ <u>208.00</u>	Kirby Health Center, 8 water tests
\$ <u>5983.52</u>	Brozena Consulting Services, LLC, Dec 2021 to July 22(Dam)
\$ <u>650.00</u>	Natureworks, Clear Water Assoc Inc, mapping of lake for spraying
\$ 30126.40	TOTAL BILLS

Penn Lake Park Borough- SHORT-TERM RENTAL ORDINANCE

ORDINANCE NO. 2020 - # _____

AN ORDINANCE RELATING TO THE USE AND REGULATION OF SHORT-TERM RENTAL UNITS WITHIN THE BOROUGH AND ESTABLISHING APPLICATION AND PERMIT STANDARDS AND PROCEDURES, PROVIDING FOR ADMINISTRATION AND ENFORCEMENT INCLUDING PENALTIES.

Table of Contents

Section 1 – Title	2
Section 2 - Scope and Legal Authority	2
Section 3 – Interpretation.....	2
Section 4 – Definitions.....	2
Section 5 - Permit Required.....	2
Section 5.1 – Number of Permits	2
Section 5.2 – Permit Eligibility.....	3
Section 6 - Permit Procedure	3
Section 7 - Fees, Term and Renewal.....	3
Section 8 - Nuisance	3
Section 9 - Occupancy	3
Section 10 – Severability	4
Section 11 – Repealer	4
Section 12 – Enforcement.....	4
Section 13 – Effective Date	4

Section 1 – Title

This ordinance shall be known as and may be cited as the "Penn Lake Park Borough Short-Term Rental Ordinance".

Section 2 - Scope and Legal Authority

The provisions of this Ordinance shall apply to all residential dwelling units and all existing premises within the Borough of Penn Lake Park. The owner of the subject property shall be responsible for compliance with the provisions of this Ordinance and the failure of an owner, agency, managing agency, local contact person, or renting occupants to comply with the provisions of this Ordinance shall be deemed noncompliance by the owner.

Section 3 – Interpretation

This Ordinance is not intended to, and does not, excuse any landowner from compliance with the Penn Lake Park Borough Zoning Ordinance, as amended from time to time. Whenever possible, this Ordinance and the Zoning Ordinance should be construed and interpreted as being consistent, and not in conflict. In the event of conflict, the regulations of this ordinance shall apply.

Section 4 – Definitions

For the purposes of this Ordinance, words and terms used shall have the following definitions:
DWELLING UNIT - One or more rooms, designed, occupied or intended for occupancy as separate living quarters for one or more persons, with cooking, sleeping, and sanitary facilities provided.

SHORT-TERM RENTAL –

1. Any Dwelling Unit owned or managed by a person, firm or corporation which is rented or leased for a period of less than thirty (30) consecutive days, during which time the owner or manager is not present on a full-time basis.

SHORT-TERM RENTAL PERMIT - Permission granted by the borough to utilize a dwelling Unit for Short-Term Rental Use.

Section 5 - Permit Required

No owner of any property in Penn Lake Park Borough shall operate or allow the operation of a Short-Term Rental in Penn Lake Park Borough without first obtaining a Short-Term Rental Permit from the Borough Secretary. Operation of a Short-Term Rental without such Short-Term Rental Permit is a violation of this Ordinance.

Section 5.1 – Number of Permits

A maximum of 12 permits will be issued in the borough. The number of permits is 5% of the Land Use 101 properties in the borough, and may be adjusted annually.

Section 5.2 – Permit Eligibility

Borough residents are eligible for STR permits. For purpose of this section, a resident shall be defined as a person who is a resident of the borough. A resident applicant should provide **copies of 2** of the following 3 records to establish residence:

- A driver's license with an address in the borough
- A voter registration card with an address in the borough
- A tax bill with the owners name and mailing address in the borough

Section 6 - Permit Procedure

A Short-Term Rental Permit shall be issued only to the owner of the Short-Term Rental property. A separate Short-Term Rental Permit is required for each Dwelling Unit; A Short-Term Rental Permit is effective for a period of one (1) calendar year. In the first year of the adoption of this ordinance, the permit and applicable fee will be prorated. A Short-Term Rental Permit must be renewed annually. The borough will prescribe forms and procedures for the processing of Permit Applications under this Ordinance.

Short-Term Rental Permit applications shall be submitted to the Penn Lake Park Borough Secretary and shall contain the following information:

1. Contact Information- Name, address, phone number and email address of the owner.
2. Signature of the owner.
3. Copy of the current recorded deed for the property establishing ownership.

Section 7 - Fees, Term and Renewal

1. Short-Term Rental fees, payable to Penn Lake Park Borough upon the filing of a Short-Term Rental Permit application, shall ~~\$750.~~ be set each year by vote at ~~last the~~ **November meeting of the prior year, and listed in the permit application.**
2. A Short-Term Rental Permit must be renewed annually. Short-Term Rental Permit renewal applications shall contain information regarding any changes from the immediately preceding application with respect to matters governed by this Ordinance.
3. **A current year permit holder who submits a renewal application for the following year by the 15th of December will be considered for renewal ahead of any new applications received.**

Section 8 - Nuisance

A violation of any of the provisions of this Ordinance is declared to be a public nuisance.

Section 9 - Occupancy

Maximum occupancy during the rental of a short term rental property shall be calculated as follow:

- (Number of bedrooms x 2) plus 2

Bedrooms	Occupancy
1	4

2	6
3	8
4	10
5	12

Section 10 – Severability

If any portion of this ordinance shall be held invalid or unconstitutional by any court or competent jurisdiction, such decision shall not affect any other portion of this ordinance so long as it remains legally enforceable minus the invalid portion.

Section 11 – Repealer

All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.

Section 12 – Enforcement

This ordinance will be enforced by the zoning officer.

Section 13 – Effective Date

This ordinance will be effective 9/10/2020.

PENN LAKE PARK BOROUGH COUNCIL:

PRESIDENT

VICE PRESIDENT

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

APPROVED BY:

MAYOR

ATTEST:

Secretary

This is DRAFT 3 for review by council and STR owners

Penn Lake Park Borough

SHORT TERM RENTAL REGISTRATION 2023

Please Note that Short Term Rental Permits are Valid from January 1st December 31st of each year

APPLICANT INFORMATION:

Name: _____ (Primary Contact for guests)
Mailing Address: _____ Phone: _____
City: _____ State: _____ Zip: _____
Email Address: _____

Attached 2 of 3 Required:

- Driver's License Photo Copy
- Tax Bill Photo Copy, or Luzerne County PIN# _____
- Voter Registration Photo Copy

MANAGING AGENT INFORMATION (If Different From Applicant):

Name: _____ (Primary Contact for Guests)
Mailing Address: _____ Phone: _____
City: _____ State: _____ Zip: _____
Email Address: _____

RENTAL UNIT INFORMATION:

Address of Property: _____
Number of Bedrooms: _____
Type of Rental Unit:

"Owner-Occupied" – Having guests stay in rooms while I am also residing at my unit during their stay.

"Non-Owner Occupied" – Having guests stay in a unit I own but do not reside in.

Please list any and all hosting platforms on which you plan to list your unit, including personal webpages:

SHORT TERM RESIDENTIAL RENTAL REGISTRATION AFFIDAVIT:

I affirm, under penalty of perjury, that the information contained in this application and all documents tenured in connection with this application are accurate and complete.

- The maximum stay for short term rentals shall be 29 consecutive days for the same occupant.
- The dwelling unit shall be limited to one single short term rental contract at a time.

- C. The maximum number of persons residing in the short term shall not exceed the number of bedrooms times 2 plus two.

Bedrooms	Occupancy
1	4
2	6
3	8
4	10
5	12

- D. No food or alcoholic beverages shall be prepared for or served to the guest by the host.
- E. Outdoor signage in conjunction with the short term rental is prohibited. Also, each short term rental shall provide an evacuation plan and provide smoke detectors.
- F. If the short term rental is not the primary residence of the host, they shall provide information on how to be contacted by phone, email, and address. This information shall be provided in a conspicuous location within the short term rental.
- G. Parking for short term rentals shall be limited to the rental property, i.e. driveway or grassy area, NOT alongside the road or on any neighboring property.
- H. The short-term rental shall comply with all Borough ordinances. If the property is subject to two (2) or more substantiated civil and/or criminal complaints, the Zoning Officer may revoke the approval of the short term rental.
- I. All short term rental hosts must submit an annual registration form to the Penn Lake Park Borough Secretary:
- a. By Email at plpbrowsecretary@yahoo.com
 - b. By US mail to Penn Lake Park Borough, P.O. Box 14, White Haven, PA 18661
- J. **The registration fee is set at \$1250.** The registration fee must be submitted with the application, due by March 31st. A late fee of \$100 will be charged on the 1st day of April, and the 1st day of each succeeding month if not paid in full with all accrued late fees. If a short term rental ceases operations, they shall notify Penn Lake Park Borough through email or mail.

SIGNATURE

I understand that failure to comply with any of the above-listed conditions, in addition to those set forth in the Short-Term Rental Regulations, will be cause for enforcement action by the Zoning Officer which may result in the accrual of fines and penalties and/or prohibition from operation of future short-term rentals.

Signature: _____ Date: _____

FOR OFFICIAL USE ONLY

Permit #: _____

Zoning of Property: _____

Conditional Use Required: Yes _____ No _____

Date Conditional Use Granted: _____

Date of Occupancy Inspection: _____ Fee: \$1,250.00

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



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**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 **Borton-Lawson Engineering, Inc.** (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: **Penn Lake 2022 Annual Dam Inspection** (“Project”).

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

The engineering services Borton-Lawson will complete as part of our work on this project will include a site inspection of the Penn Lake Dam located in Penn Lake Park Borough, Luzerne County, Pennsylvania to ascertain the current conditions of the dam and appurtenant structures. Subsequent to our site inspection, we will prepare an inspection report to document the findings of the dam inspection using the Pennsylvania Department of Environmental Protection’s (PADEP) Dam Inspection Checklist. We shall provide three (3) copies of this inspection checklist; one (1) for the Owner, and two (2) for the PADEP. The inspection report will be accompanied by the necessary inspection documentation, including photographs of the dam. (“Services”).

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish 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 (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: **Prior to November 20, 2022.**
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

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, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) 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, and (2) 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, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

- A. Owner shall pay Engineer for Services as follows:
1. A Lump Sum amount of **\$1,500.00**.
 2. In addition to the Lump Sum amount, reimbursement for the following expenses: **None**.
- 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.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

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 are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. 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 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. 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 and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

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, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated 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 Constructor, other third-party 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 any services performed or furnished by Engineer. 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 Constructor'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 Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply

with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. 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 due and owing for all Services and Additional 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 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.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, 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 this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. 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.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

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 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating,

relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments:* **Appendix 1**

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

Owner: Penn Lake Park Borough

Engineer: Borton-Lawson Engineering, Inc.

By: _____
Print name: Paul Rogan
Title: Penn Lake Park Borough Council President
Date Signed: _____

By: _____
Print name: Nicholas Argot, PE
Title: Civil Service Leader
Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

State of: Pennsylvania

Address for Owner's receipt of notices:
Penn Lake Park Borough
PO Box 14
White Haven, PA 18661

Address for Engineer's receipt of notices:
Borton-Lawson Engineering, Inc.
613 Baltimore Drive, Suite 300
Wilkes-Barre, PA 18702

HOURLY RATE SCHEDULE

JANUARY 2022

No. - 2022-030

<u>Classification</u>	<u>Rate</u>
1. Clerical/Administrative	\$65
2. Jr. Designer/Jr. CAD Professional	\$66-\$90
3. Designer/CAD Professional	\$83-\$107
4. Senior Designer/Senior CAD Professional	\$99-\$165
5. Survey Assistant/Associate Inspector	\$74-\$78
6. Survey Professional/Inspector	\$83-\$95
7. Senior Surveyor/Senior Inspector	\$104-\$156
8. Staff Professional	\$81-\$100
9. Senior Staff Professional	\$98-\$123
10. Project Professional	\$104-\$148
11. Senior Project Professional	\$123-\$165
12. Senior Technical Professional	\$152-\$181
13. Senior Professional	\$190-\$266
A. Robotic Survey Instrument	\$40/hr
B. 3D Scanner	\$2,000/day
C. All-Terrain Vehicle (ATV)	\$50/day
D. Boat	\$250/day

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-
- (a) Reimbursable expenses, such as travel, printing, express mail, and other project consumables will be billed at cost without markup.
- (b) Mileage for personal or company vehicles will be invoiced at the IRS mileage rate in effect during the period of performance.
- (c) Special services requiring outside Professionals are billed at cost plus an administrative cost of ten percent (10%).
- (d) Litigation, expert witness, and all other legal and court related appearances will have a minimum eight hour charge per day and a minimum overall fee of \$2,000.00 per case.
- (e) Overtime, Holidays and/or Sundays, when requested may be billed at a 1.5 times the rates listed above. PM will notify the client prior to these charges being implemented.



110 ALLEN STREET
LOWER BURRELL,
PENNSYLVANIA 15068

TELE: 724-594-0326
CELL: 724-991-4541
WWW.STREAMLINEENGINEERING.NET

August 1, 2022

Project No. 21-107

Mr. Paul Rogan
President, Penn Lake Park Borough Council
P. O. Box 14
White Haven, PA 18661

RE: Annual Dam Inspection
Penn Lake Dam, D40-028
Penn Lake Park Borough, Luzerne County, Pennsylvania

Dear Mr. Rogan:

Streamline Engineering, Inc. (Streamline) is pleased to present this proposal for the 2022 Annual Dam Inspection of the Penn Lake Dam. This letter describes the scope of work, anticipated schedule, and costs to perform the engineering services.

SCOPE OF WORK

Field Inspection:

A field inspection of the dam would be conducted this fall, preferably in October or November, when the vegetation begins to recede and snow has not fallen. Streamline will perform the field inspection in conjunction with its activities for the dam improvements project.

Inspection Report:

The annual report will be prepared using the DEP's Inspection Checklist Reports and will be submitted along with photographs of the dam to DEP, Division of Dam Safety, prior to December 31st of the current year. A copy of the completed report and photographs will be given to the Penn Lake Park Borough Council for review prior to submitting the report to DEP.

Engineer's Assessment for Dam Upgrades:

Streamline will prepare a separate letter to the Penn Lake Park Borough Council listing any action items that should be taken to repair any problem area of the dam.

ENGINEERING COSTS

Streamline's estimated cost to conduct an annual inspection would be \$3,500 to cover travel, time and expenses.

Mr. Paul Rogan
Annual Dam Inspection Proposal
Penn Lake Dam, Luzerne County, PA

Project No. 21-107
August 1, 2022

If this proposal is acceptable to you, please sign and return a signed copy of the **Acceptance Statement and Authorization to Proceed** to Streamline at your earliest convenience. If you have any questions, don't hesitate to contact us.

Respectfully yours,
STREAMLINE ENGINEERING, INC.

A handwritten signature in cursive script, reading "Martha L. Frech".

Martha L. Frech, P.E.
President

Acceptance Statement and Authorization to Proceed

RE: Annual Dam Inspection
Penn Lake Dam, D40-028
Penn Lake Park Borough, Luzerne County, Pennsylvania

I, _____, agree to the above scope of services and estimated cost and authorize Streamline Engineering, Inc. to perform the described services.

Signature

Date

Payment of Invoices is required within 45 calendar days of receipt of invoice. A late charge of 1% per month will be added to the invoice.

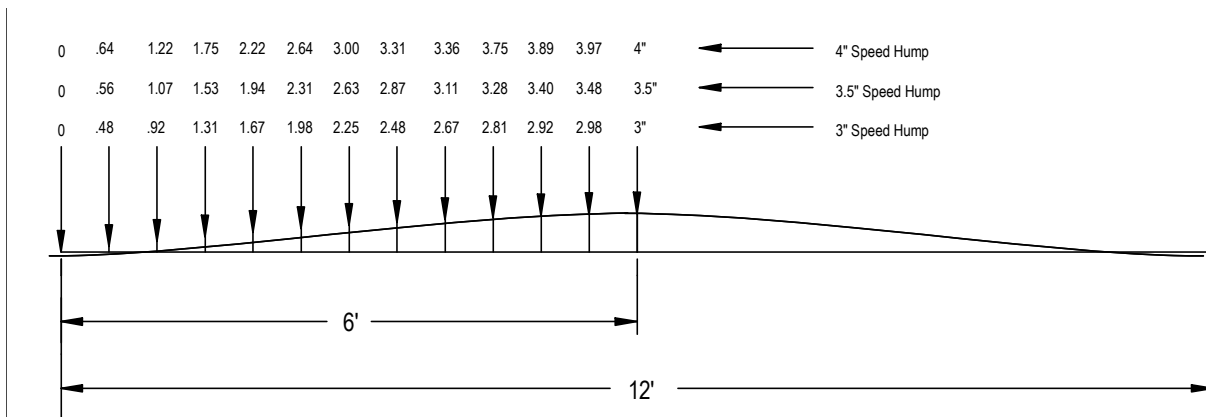
Other Considerations:

- ❑ Humps should be placed 250 to 600 feet apart. One study showed that placing Watts speed humps at intervals of 275 feet resulted in 85th percentile speeds of 25 mph; intervals of 550 feet resulted in 85th percentile speeds of 30 mph.
- ❑ Normally, no hump should be placed within 150 feet of an unsignalized intersection or 250 feet of a signalized intersection.
- ❑ Speed humps should not be used on curves unless the radius is greater than 300 feet.
- ❑ Humps should not be installed on streets with a grade exceeding 8%.
- ❑ Humps should not be installed on streets without curbing unless obstructions such as signing, flexible delineator posts, or bollards prevent drivers from driving around the hump. Rocks, boulders, and other objects of this nature should not be used for this application.
- ❑ Ideally, speed humps should extend across the roadway from curb to curb. This design is generally preferred by bicyclists, and it prevents motorists from driving with one wheel in the gutter (this may happen with tapered edges). If drainage cannot be accommodated under curb-to-curb conditions, it is recommended that humps end before bike lanes or continue across the bike lane without tapering off.
- ❑ Watts humps delay emergency vehicles anywhere from 1 to 10 seconds, with most delays in the range of 3 to 7 seconds.
- ❑ Seminole County humps appear to reduce the delay for most types of emergency vehicles by approximately 1 second. Emergency service companies greatly prefer Seminole County humps to Watts humps both because they reduce delay, and because they are less jarring to the long, stiff-bodied emergency service vehicles.
- ❑ Humps usually have a parabolic cross section. A sinusoidal cross section is harder to construct but may better facilitate snow removal.
- ❑ Speed humps have been found to be more effective in reducing speeds, but speed tables are easier to construct and generally more acceptable to the traveling public.
- ❑ Although speed humps may create noise from vehicles passing over them, the overall noise levels on the street may be reduced due to lower vehicle speeds.
- ❑ Traffic may divert to other parallel streets that are not traffic calmed.
- ❑ In areas with snow removal problems, a measure such as a flexible delineator post may be needed at each hump to alert snowplow operators to lift their blades.

Speed humps should be distinguished from speed *bumps*, which may be encountered in parking lots. Speed bumps are usually about 3 to 6 inches in height, 1 to 3 feet in length, and force traffic to slow to 5 to 10 miles per hour. Speed bumps may generate severe vertical displacement at low speeds and are not to be used as traffic calming measures.

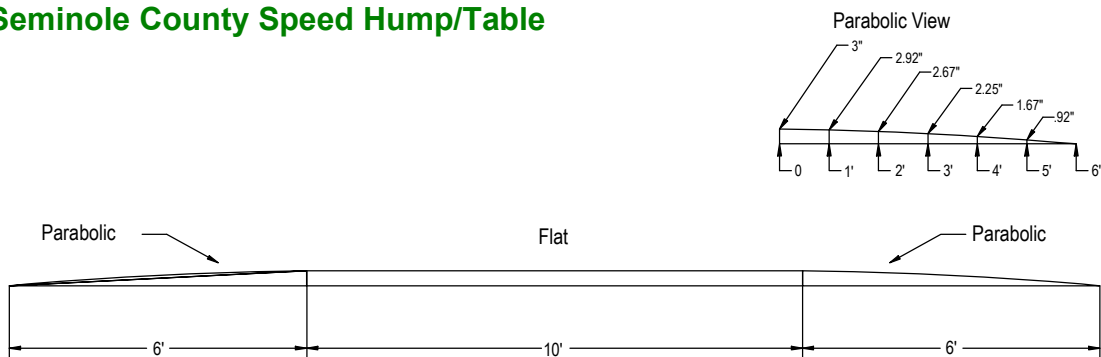
<p>Advantages:</p> <ul style="list-style-type: none"> ❑ Can be very effective in slowing traffic on residential streets. ❑ Relatively inexpensive to install and maintain. ❑ Can reduce motor vehicle conflicts. ❑ Should not pose problems for bicyclists or motorcyclists, except at high speeds. 	<p>Disadvantages:</p> <ul style="list-style-type: none"> ❑ Watts speed humps are inappropriate for emergency response routes. ❑ Seminole County humps may be considered for emergency routes, but only after close coordination with emergency service providers. ❑ Should be avoided on major transit routes. ❑ Snow removal personnel may require special training in speed hump areas. However, speed humps have been used successfully in many jurisdictions with heavy snowfalls. ❑ Drainage could be a concern.
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Watts (TRRL Profile) Speed Hump



Source: ITE, Guidelines for the Design and Application of Speed Humps

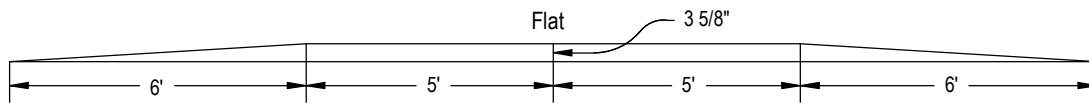
Seminole County Speed Hump/Table



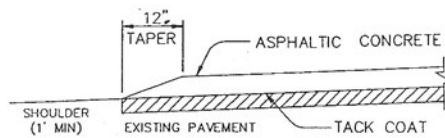
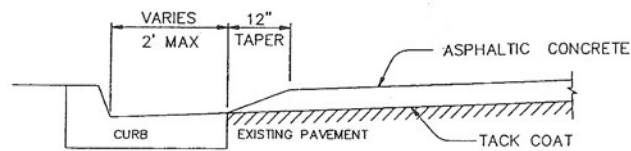
Source: Seminole County, Florida

Note: All signing and pavement markings should utilize the latest applicable standards and manuals.

Gwinnett County Speed Hump/Table



Gwinnett County Speed Hump/Table Shoulder Detail



Shoulder Detail For Streets
Without Curbs

Source: Gwinnett County, Georgia

Note: All signing and pavement markings should utilize the latest applicable standards and manuals.

SPEED CUSHIONS/SPEED PILLOWS

Description:

Speed cushions, also known as speed pillows, are modified speed humps installed across the roadway width with spaces between each cushion to permit wider axle emergency vehicles to pass without slowing down.

Common Designs:

- ❑ Speed cushions typically consist of three to four cushions (pillows), depending on the roadway width, and are approximately 3-inches high, 6-feet wide, and 7 to 14 feet in length.
- ❑ Standards for design, signage, and pavement markings for speed cushions are currently not outlined by ITE or the MUTCD.
- ❑ Typical design dimensions were obtained from Traffix Logix, City of Mesa, Arizona, Rubberform Recycled Products, LLC, and Traffic & Parking Control Company, Inc. (TAPCO).



Speed Cushion

Source: City of Mesa, Arizona

Appropriate Locations:

- ❑ Speed cushions are appropriate for use on local streets and can be utilized on major emergency response routes.
- ❑ Primarily used at mid-block locations.

Typical Uses:

- ❑ Within typical residential travel speeds, humps create a gentle rocking motion encouraging motorists to slow to a safe speed at or below the speed limit.

Speed/Volume Reductions:

- ❑ A study conducted by the King County Department of Transportation, Washington, indicates a reduction in speed by approximately 15 percent and a reduction in traffic volume by approximately 30 percent.

Signing and Marking:

- ❑ Speed Hump Warning Sign (MUTCD W17-1) is recommended to be installed either 100 feet in advance of the speed cushion, at the cushion, or in both locations. It is also recommended that the "Speed Hump" sign be accompanied by an "Advisory Speed Plaque" (W13-1P).
- ❑ All signing and pavement markings should utilize the latest applicable standards and manuals.

<p>Advantages:</p> <ul style="list-style-type: none"> ❑ Reduction in vehicular speeds. ❑ Reduction of vehicular roadway volumes. ❑ Minimal impact to emergency response times. ❑ Can be incorporated on major emergency response routes. 	<p>Disadvantages:</p> <ul style="list-style-type: none"> ❑ Traffic may divert to surrounding neighborhood roadways. ❑ Snow removal.
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THE SAID ABOVE DESCRIBED PREMISES ARE conveyed under and subject to the following express covenants, conditions, and restrictions which are to be deemed accepted by the parties of the second part upon the execution of this Deed.

1. The said premises are sold for private residential purposes only, and only one structure, which shall be a dwelling house, may be erected thereon, including garage, if any, which shall be attached to said dwelling and not built separately. No temporary structure or automobile trailer shall be erected or permitted for the purpose of camping or otherwise.
2. No dwelling house shall be erected upon the premises within the distance of forty feet from the street on front lots, or a distance of forty feet from the lake front line of lake front lots.
which
3. Any dwelling house/shall be erected upon the premises shall cost at lease \$1200.00 based on 1940 construction cost, and no tar paper or roll materials shall be used as roofing or siding.
4. Plans and specifications of any proposed building to be erected thereon shall be submitted to and approved in writing by the grantors, their legal representatives, or attorney-in-fact, before the work of such building is begun. Said building must be completed within one year after date of commencing the construction thereof.
5. No dirt, clay, or sand shall be removed from said premises in excavating thereon, but the same shall be used for grading and improving the lot.
6. The said dwelling house, when erected, shall be painted on the exterior and maintained in a proper state of repair.
7. No outhouse, toilet, or privy shall be erected on said premises unless incorporated in the residence above mentioned when erected and having connections for sewage disposal by means of a septic tank or sump which will meet the requirements of the State Board of Health. No sewage shall be disposed of directly into Penn Lake nor the tributaries thereof; and no sump holes shall be placed within ten feet of either side or rear lines of said lot.
8. No outbuildings or sign boards shall be permitted or maintained upon said premises, and no fences or a height greater than four feet shall be erected thereon.
9. Occupants of said premises shall not engage in the sale of malt or spiritous liquors upon said premises, keep cows, poultry or pigs thereon, nor raise dogs for the market upon the same.
10. In the event of the formation or incorporation of an association, the lot owners on the above mentioned plot of lots of Penn Lake Park, the occupants of the above described premises shall be bound by such rules and regulations concerning the use of Penn Lake as to boating, bathing, ice skating, and fishing, as may be duly formulated and adopted by such association or incorporation.
11. The Grantors hereby also grant to the grantees, including houseguests when accompanied by said grantee, the right to the use of Penn Lake for boating, fishing, bathing, and ice skating purposes only, and also the privilege to use the bathing beaches and recreation areas as specified on said plot.
12. No dock or boat house shall be erected upon said lake, but a removable float dock and one motorless boat may be maintained by the owners of each lot. No power propelled boats shall be permitted on Penn Lake.
13. It is understood and agreed that this conveyance contemplates a path between lake front lots and the Lake, which path the grantee agrees to maintain in good passable order. This last covenant shall apply to lake front lots only.

THE FOREGOING restrictive covenants shall apply to the grantee, his, her, or their heirs or assigns.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN. AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.