

Lafin Borough Council Mtg.

October 13, 2020

6:00 P.M.

MEETING MINUTES

MEETING CALLED TO ORDER and PLEDGE OF ALLEGIANCE TO THE FLAG RECITED.

Roll Call:

Present: Paul Benderavich, President – Carl Yastremski, Vice President – Anthony D’Eliseo – Matthew D’Elia – Mayor William Kennedy

Absent: Kyle Costello

Also Present: Solicitor Samuel Sanguedolce, Esq. and Charles Boyd, Borough Manager

Special Presentations: None

Minutes: July 14, 2020 and August 11, 2020 Meeting Minutes (September Council Mtg. Canceled)

Mr. Benderavich asked if everyone reviewed the meeting minutes and if anyone had any questions or comments. Asked for a motion to approve the meeting minutes.

Motion to Approve: Carl Yastremski

Second: Anthony D’Eliseo

Roll Call:

Ayes were unanimous and motion passed.

Treasurer’s Report:

Mr. Benderavich asked for a motion to accept the report.

Motion to Accept: Carl Yastremski

Second: Anthony D’Eliseo

Roll Call:

Ayes were unanimous and motion passed.

List of Bills for Approval:

Mr. Benderavich asked if anyone had any questions or comments then asked for a motion to approve the bills.

\$ 331,755.65 plus payroll \$11,562.01

Mr. Boyd brought to the attention of councilmembers the Manchester / Maplewood Section paving invoice for Don E. Bower, Inc. and the partial payment on the LSA Grant Salt Shed.

Motion to Approve: Carl Yastremski

Second: Anthony D’Eliseo

Roll Call:

Councilman D’Eliseo abstained on the CVI invoice due to employment.

Ayes carried and motion passed.

Correspondences (e-mailed to Council during the month): No discussion.

Reports:

State Police and Laflin Volunteer Fire Dept. reports were emailed to councilmembers. No discussion.

Manager's Report –

Mr. Boyd stated everything is covered on this evening's meeting agenda and nothing else has to be reported.

Mayor's Report – None

Mr. Benderavich asked for a motion to approve the reports.

Motion to Approve Reports: Carl Yastremski

Second: Anthony D'Eliseo

Roll Call:

Ayes were unanimous and motion passed.

Unfinished Business:

- A) LSA Grant 2021 – 2nd Application for \$50,000.00 –
Stormwater Infrastructure / Fencing / AED / Gate

Motion to Approve: Anthony D'Eliseo

Second: Carl Yastremski

Roll Call:

Ayes were unanimous and motion passed.

Mr. Boyd asked for clarification on the specific items to include in the submission. Items discussed at times included stormwater catch basin inlet repairs, Laflin Road flooding corrective measures, AED for borough building and replacement access gate at Creekside Park ballfields. Some discussions continued.

Mr. Benderavich asked for a motion to approve up to \$50,000 and determine the items that will fit the budget.

Motion to Approve: Anthony D'Eliseo

Second: Carl Yastremski

Roll Call:

Ayes were unanimous and motion passed.

- B) Hire Part-time Plow Drivers –
Joseph Katsock & Todd Kuna

Mr. Benderavich asked for a motion to approve hiring Joseph Katsock for part-time plow driver.

Motion to Hire Joseph Katsock: Carl Yastremski

Second: Anthony D'Eliseo

Roll Call:

Ayes were unanimous and motion passed.

Mr. Benderavich asked for a motion to approve hiring Todd Kuna for part-time plow driver.

Motion to Hire Todd Kuna: Carl Yastremski
Second: Anthony D'Eliseo
Roll Call:
Ayes were unanimous and motion passed.

New Business:

- A) Pension Minimum Municipal Obligations (MMOs) for 2021 –
\$6,809.00 Non-Uniform Pension

Mr. Benderavich asked for a motion to approve the MMO at \$6,809.00 for Non-Uniform Pension fund.

Motion to Approve: Carl Yastremski
Second: Anthony D'Eliseo
Roll Call:
Ayes were unanimous and motion passed.

- B) Adopt New Luzerne Co. 2020 Hazard Mitigation Plan -
Resolution #7 of 2020

Mr. Benderavich asked for a motion to adopt by resolution.

Motion to Adopt: Carl Yastremski
Second: Anthony D'Eliseo
Roll Call:
Ayes were unanimous and motion passed.

- C) CVI Proposal for Door Access System under CARES Grant Funding –
\$9,668.00 Costar Quote

Mr. Benderavich asked for a motion to approve the CVI quote under the CARES Act.

Motion to Approve: Carl Yastremski
Second: Matthew D'Elia
Roll Call:
Councilman D'Eliseo abstained due to employment relationship.
Ayes carried and motion passed.

- D) Chestnutwood Drive Stormwater Catch Basin Jetting and Vactoring –
213 Beechwood Drive Property

Mr. Benderavich asked for a motion to approve the work.

Motion to Approve: Anthony D'Eliseo
Second: Matthew D'Elia
Roll Call:
Councilman Yastremski abstained due to property ownership.
Ayes carried and motion passed.

- E) Approve PennDOT Electronic Permit Access Agreement & Resolution – Resolution #8 of 2020 WVSA Catch Basin Inlet Repairs

Mr. Benderavich asked for a motion to approve Mr. Boyd as the designee to the system to apply for permits.

Motion to Approve: Carl Yastremski
Second: Anthony D’Eliseo
Roll Call:
Ayes were unanimous and motion passed.

Mr. Benderavich asked for a motion to approve the Access Agreement and Resolution #8 of 2020.

Motion to Approve: Carl Yastremski
Second: Anthony D’Eliseo
Roll Call:
Ayes were unanimous and motion passed.

- F) Approve Sewer Manhole Rehab on Laflin Road at 26 Laflin Road –

Mr. Benderavich asked for a motion to approve the repairs.

Motion to Approve: Anthony D’Eliseo
Second: Carl Yastremski
Roll Call:
Ayes were unanimous and motion passed.

- G) LSA Grant 2018 Salt Shed Change Orders –
Asphalt Pad Extension \$3,500.00
Block Straps for Foundation (14) \$1,800.00

Mr. Benderavich asked for a motion to approve the asphalt pad extension change order.

Motion to Approve: Anthony D’Eliseo
Second: Carl Yastremski
Roll Call:
Ayes were unanimous and motion passed.

Mr. Benderavich asked for a motion to approve the block strapping change order.

Motion to Approve: Anthony D’Eliseo
Second: Carl Yastremski
Roll Call:
Ayes were unanimous and motion passed.

H) Manchester / Maplewood Section Paving Project Change Order –
Rock Excavation on Manchester Drive \$9,423.14

Mr. Benderavich asked for a motion to approve the rock excavation change order.

Motion to Approve: Carl Yastremski

Second: Anthony D’Eliseo

Roll Call:

Ayes were unanimous and motion passed.

I) 1st Reading Laflin Borough Proposed 2021 Operation Budget –

Mr. Yastremski stated the budget total revenues for the proposed 2021 Operating Budget at \$805,443.00 with total expenditures at \$805,443.00. Mr. Benderavich asked if anyone had questions.

Mr. Boyd spoke on the request from No Nonsense Neutering to increase funding for the Trap, Neuter, and Return (TNR) program for feral cats. Mr. Boyd asked if funding should be increased or if the funding should be still included for the program in 2021. Mr. Benderavich asked councilmembers opinion on continuing with the program for 2021. After some discussions it was agreed to eliminate the funding for the TNR program in 2021.

Mr. Benderavich asked for a motion to approve the 1st reading of the budget.

Motion to Approve: Carl Yastremski

Second: Matthew D’Elia

Roll Call:

Ayes were unanimous and motion passed.

Public Comments: None

Executive Session: None

Adjournment: Motion to adjourn at 6:16pm.

Motion: Carl Yastremski

Second: Anthony D’Eliseo

The motion carried unanimously.

Respectfully Submitted,



Charles Boyd, Borough Manager
Laflin Borough

_____ <<< END >>> _____

Laflin Borough Council

Meeting Agenda

October 13, 2020

6:00pm Regular Meeting

I. Call to order and Pledge of Allegiance to the Flag

II. Roll call:

Paul Benderavich, President _____
Carl Yastremski, Vice President _____
Kyle Costello _____
Matthew D'Elia _____
Anthony D'Eliseo _____
Mayor William Kennedy _____

The Sunshine Act requires that those in attendance be given the opportunity to comment before a vote is taken. Anyone wishing to comment on an issue is encouraged to notify Council prior to roll call being taken on that issue. Council policy is to limit comment to five minutes. Anyone requiring additional time is encouraged to make arrangements to meet with Council at a later date. Additionally, all correspondences read or referred to are available at the municipal building for public inspection during regular business hours. Note that the meeting is being recorded.

III. Special Presentations: None

IV. Minutes:

a) Minutes for July 14, 2020 and August 11, 2020

Motion to Approve: _____
Second: _____

Roll Call

Paul Benderavich _____
Kyle Costello _____
Matthew D'Elia _____
Anthony D'Eliseo _____
Carl Yastremski _____

V. Treasurer's Report:

Motion to Accept: _____
Second: _____

Roll Call

Paul Benderavich _____
Kyle Costello _____
Matthew D'Elia _____
Anthony D'Eliseo _____
Carl Yastremski _____

VI. Approval of Bills:

Motion to Approve Bills: _____

Second: _____

Roll Call:

Paul Benderavich _____
Kyle Costello _____
Matthew D'Elia _____
Anthony D'Eliseo _____
Carl Yastremski _____

VII. Correspondences: (sent via e-mail)

VIII. Reports:

- a) Fire / PSP Police (e-mailed) c) MS4 Stormwater Report e) Grant Report
- b) Borough Manager d) Mayor's Report

Motion to Accept Reports: _____

Second: _____

Roll Call:

Paul Benderavich _____
Kyle Costello _____
Matthew D'Elia _____
Anthony D'Eliseo _____
Carl Yastremski _____

IX. Unfinished Business:

- A) LSA Grant 2021 – 2nd Application for \$50,000 – Stormwater Infrastructure / Fencing / AED / Gate

Motion to Approve: _____

Second: _____

Roll Call:

Paul Benderavich _____
Kyle Costello _____
Matthew D'Elia _____
Anthony D'Eliseo _____
Carl Yastremski _____

- B) Hire Part-time Plow Drivers – Joseph Katsock & Todd Kuna

Motion to Approve: _____

Second: _____

Roll Call:

Paul Benderavich _____
Kyle Costello _____
Matthew D'Elia _____
Anthony D'Eliseo _____
Carl Yastremski _____

Motion to Approve: _____

Second: _____

Roll Call:

Paul Benderavich _____
Kyle Costello _____
Matthew D'Elia _____
Anthony D'Eliseo _____
Carl Yastremski _____

X. New Business:

- A) Pension Minimum Municipal Obligations (MMOs) for 2021 – \$6,809.00 Non-Uniform Pension

Motion to Approve: _____

Second: _____

Roll Call:

Paul Benderavich _____
Kyle Costello _____
Matthew D’Elia _____
Anthony D’Eliseo _____
Carl Yastremski _____

- B) Adopt New Luzerne Co. 2020 Hazard Mitigation Plan – Resolution #7 of 2020

Motion to Approve: _____

Second: _____

Roll Call:

Paul Benderavich _____
Kyle Costello _____
Matthew D’Elia _____
Anthony D’Eliseo _____
Carl Yastremski _____

- C) CVI Proposal for Door Access System under CARES Grant Funding – \$9,668.00 Costars Quote

Motion to Approve: _____

Second: _____

Roll Call:

Paul Benderavich _____
Kyle Costello _____
Matthew D’Elia _____
Anthony D’Eliseo _____
Carl Yastremski _____

- D) Chestnutwood Drive Stormwater Catch Basin Jetting and Vactoring –

Motion to Approve: _____

Second: _____

Roll Call:

Paul Benderavich _____
Kyle Costello _____
Matthew D’Elia _____
Anthony D’Eliseo _____
Carl Yastremski _____

E) Approve PennDOT Electronic Permit Access Agreement & Resolution – Resolution #8 of 2020 WVSA Catch Basin Inlet Repairs

Motion to Approve: _____

Second: _____

Roll Call:

Paul Benderavich _____
Kyle Costello _____
Matthew D’Elia _____
Anthony D’Eliseo _____
Carl Yastremski _____

F) Approve Sewer Manhole Rehab on Laflin Road at 26 Laflin Road –

Motion to Approve: _____

Second: _____

Roll Call:

Paul Benderavich _____
Kyle Costello _____
Matthew D’Elia _____
Anthony D’Eliseo _____
Carl Yastremski _____

G) LSA Grant 2018 Salt Shed Change Orders –

Asphalt Pad Extension	\$3,500.00
Block Straps for Foundation (14)	\$1,800.00

Motion to Approve: _____

Second: _____

Roll Call:

Paul Benderavich _____
Kyle Costello _____
Matthew D’Elia _____
Anthony D’Eliseo _____
Carl Yastremski _____

H) Manchester / Maplewood Section Paving Project Change Order –

Rock Excavation \$9,423.14

Motion to Approve: _____

Second: _____

Roll Call:

Paul Benderavich _____
Kyle Costello _____
Matthew D’Elia _____
Anthony D’Eliseo _____
Carl Yastremski _____

I) 1st Reading Laflin Borough 2021 Operating Budget –

Motion to Approve: _____

Second: _____

Roll Call:

Paul Benderavich _____

Kyle Costello _____

Matthew D’Elia _____

Anthony D’Eliseo _____

Carl Yastremski _____

XI. Public Comments:

XII. Executive Session: None

XIII. Adjournment: Motion: _____ Second: _____
Time: _____

If you are a person with a disability and wish to attend this meeting but require auxiliary aid or service accommodations to participate in the proceedings, please contact the Borough Manager, Charles Boyd at (570) 654-3323 to discuss how the Borough may accommodate your needs.

10/11/20

Laflin Borough

Treasurer's Report / Bank Report

As of September 30, 2020

<i>Type</i>	<i>Date</i>	<i>Num</i>	<i>Name</i>	<i>Memo</i>	<i>Debit</i>	<i>Credit</i>	<i>Balance</i>
100.05 · PLGIT - SAVINGS							59,340.54
Deposit	08/31/2020			Interest	1.14		59,341.68
Deposit	09/30/2020		Commonwealth of Pennsylvania	LVFD 2020 State Relief Allocation	8,921.15		68,262.83
Deposit	09/30/2020		Commonwealth of Pennsylvania	2020 State Pension Allocation	4,923.83		73,186.66
Check	09/30/2020	301	T D Ameritrade Institutional	2020 MMO Employee Pension Plan		4,923.83	68,262.83
Check	09/30/2020	302	Laflin Firefighters' Relief Assoc.	LVFD 2020 State Relief Allocation		8,921.15	59,341.68
Deposit	09/30/2020			Interest	0.53		59,342.21
Total 100.05 · PLGIT - SAVINGS					13,846.65	13,844.98	59,342.21
109 · Payroll PNC							13,438.54
Total 109 · Payroll PNC							13,438.54
111 · General Fund FIDELITY DD BANK							174,366.78
Deposit	08/07/2020		DEPOSIT	RE Taxes/Dumpsters/Permits/WC Refund	10,517.83		184,884.61
Transfer	08/13/2020			Funds Transfer Payroll 8/14/20		3,836.07	181,048.54
Deposit	08/14/2020		DEPOSIT	RE Taxes//Comcast//LVFD Reimbursement	6,374.34		187,422.88
Check	08/21/2020	2216	Biros Utilities, Inc.	Inv. 141146 Pump-out Fee		40.00	187,382.88
Check	08/21/2020	2217	Petro Ace Hardware	63031/ 63108/ 63165/ 63176 traps, seed, top soil		280.71	187,102.17
Check	08/21/2020	2218	Sanguedolce Law Offices	Monthly Legal Retainer		500.00	186,602.17
Check	08/21/2020	2219	Strategic Municipal Group	Inv. #143 Code Enforcement		150.00	186,452.17
Check	08/21/2020	2220	VOID	Misprinted Check			186,452.17
Check	08/21/2020	2221	CVI - Computer Visionaries	Inv.67962 monthly fee		40.08	186,412.09
Check	08/21/2020	2222	Jack Williams Tire & Auto	Inv.469007379 / 469007678 Z-Turn Tire Repairs		68.10	186,343.99
Check	08/21/2020	2223	JNK Hydrotect & Ext. Supply	Inv.24537 Annual Extinguisher Testing		49.95	186,294.04
Check	08/21/2020	2224	Uline	122581655 Delineator Post & Face Mask/Distancing Signs		126.41	186,167.63
Check	08/21/2020	2225	FenceOne	Creekside ballfields backstop replacement (creekside)		3,010.00	183,157.63
Check	08/21/2020	2226	Greenwood Nursery	2 Top Soil		54.00	183,103.63
Check	08/21/2020	2227	Laflin Boro State Highway Fund	PennDOT Audit - Equip. Fund Reimbursemt. Transfer		9,688.15	173,415.48
Check	08/21/2020	2228	Petty Cash	fund reimbursement		200.00	173,215.48
Check	08/21/2020	2229	U S Postal Service	general use postage		220.00	172,995.48

Laflin Borough

Treasurer's Report / Bank Report

As of September 30, 2020

Check	08/24/2020	ACH	Staples	xxxx 1236 8495 office supplies	206.49	172,788.99
Transfer	08/26/2020			Funds Transfer - Payroll 8/28/20	3,744.72	169,044.27
Check	08/26/2020	2230	First National Bank of PA	Loan:47503950 // 2020 TAN Interest Paym't	316.46	168,727.81
Check	08/26/2020	2231	Comcast	Acct:xxxx12790	320.08	168,407.73
Check	08/26/2020	2232	UGI	411003872719	23.91	168,383.82
Check	08/26/2020	2233	WEX Bank / Sheetz Edge	1960-00-119555-1 Aug.	91.91	168,291.91
Check	08/26/2020	2234	PAWC	boro. bldg. water & fire hydrants	1,253.81	167,038.10
Check	08/26/2020	2235	PPL Electric Utilities	5 Accounts w/ NextEra Energy	2,218.39	164,819.71
Deposit	08/27/2020		DEPOSIT	Pipeline Survey // R.E> Taxes // Fees	858.37	165,678.08
Deposit	08/31/2020		DEPOSIT	LVFD Gas Reimbursement	40.85	165,718.93
Deposit	08/31/2020			Interest	30.91	165,749.84
Transfer	09/04/2020			Funds Transfer Payroll 9/11/20	3,726.97	162,022.87
Deposit	09/14/2020		DEPOSIT	RE Taxes // RE Transfer// Permits // Dump	12,487.46	174,510.33
Check	09/14/2020	ACH	Walmart	6032 2020 0024 7776 supplies	175.19	174,335.14
Check	09/17/2020	2236	Petro Ace Hardware	63290 / 63486 Trufuel / seed / gas cans	121.13	174,214.01
Check	09/18/2020	2237	Sanguedolce Law Offices	Monthly Legal Retainer & Solicitor Fees	1,457.00	172,757.01
Transfer	09/22/2020			Funds Transfer - Payroll 9/25/20	4,022.32	168,734.69
Deposit	09/22/2020		DEPOSIT	Taxes // Zavislak Comm. Gardens Donation	679.04	169,413.73
Check	09/28/2020	2238	VOID	misprint error		169,413.73
Check	09/28/2020	2239	VOID	misprint error		169,413.73
Check	09/28/2020	2240	VOID	misprint error		169,413.73
Check	09/28/2020	2241	Pennoni Associates	Inv.1035067 Salt Shed Review	69.50	169,344.23
Check	09/28/2020	2242	Strategic Municipal Group	Inv. #147 Code Enforcement	150.00	169,194.23
Check	09/28/2020	2243	CVI - Computer Visionaries	Inv.68579 / 68150 monthly fee & software support	104.94	169,089.29
Check	09/28/2020	2244	Selective Ins.	947-791-335 Compact Loader Insurance	165.00	168,924.29
Check	09/28/2020	2245	Higher Information Group	LB03 - Inv. 223165 Copier Agreement	2.37	168,921.92
Check	09/28/2020	2246	Old Mill Pine	hedge trimmer blades & brush cutter blades	261.48	168,660.44
Check	09/28/2020	2247	Sherwin-Williams	Acct. 1140-4462-1 plow truck paint	289.08	168,371.36
Check	09/28/2020	2248	SiteOne Landscaping Supply	Inv. 102417547-001 Weed Herbicide (Qty. 2)	203.90	168,167.46
Check	09/28/2020	2249	No Nonsense Neutering	Inv. 1867778 Feral Cat Vouchers (4)	140.00	168,027.46
Check	09/28/2020	2250	Fidelity Dep. & Disc. Bank	Loan:1119 668575 - 3rd Qtr 2020 Paym't (1 of 2)	45,484.60	122,542.86
Check	09/28/2020	2251	First National Bank of PA	Loan:47503950 // 2020 TAN Interest Paym't	306.24	122,236.62

Laflin Borough

Treasurer's Report / Bank Report

As of September 30, 2020

Check	09/28/2020	2252	Comcast	Acct:xxxx12790	320.08	121,916.54
Check	09/28/2020	2253	PAWC	boro. bldg. water & fire hydrants	1,258.12	120,658.42
Check	09/28/2020	2254	UGI	411003872719	24.65	120,633.77
Check	09/28/2020	2255	PPL Electric Utilities	5 Accounts w/ NextEra Energy	2,157.25	118,476.52
Check	09/28/2020	2256	WEX Bank / Sheetz Edge	1960-00-119555-1 Sept	214.77	118,261.75
Check	09/28/2020	2257	NBT Bank - Cardmember Serv.	XXXX 4939 5367 mail slot	9.07	118,252.68
Check	09/28/2020	2258	Schaedler Yesco Distribution	S5876678.001 light ballast	17.86	118,234.82
Check	09/30/2020	2259	Laflin Volunteer Fire Dept.	2020 Partial Borough Allocation - 4th Qtr.	3,750.00	114,484.82
Deposit	09/30/2020			Interest	27.29	114,512.11
Total 111 · General Fund FIDELITY DD BANK					31,016.09	90,870.76
						114,512.11
 112 · Oakwood Pk. Infrastructure Fund						1,427.63
Deposit	08/31/2020			Interest	0.24	1,427.87
Deposit	09/30/2020			Interest	0.23	1,428.10
Total 112 · Oakwood Pk. Infrastructure Fund					0.47	1,428.10
 113 · Local Tax Fund FIDELITY DD BANK						184,193.61
Deposit	08/10/2020		Berkheimer	Deposit	3,601.14	187,794.75
Deposit	08/11/2020		Berkheimer	Deposit	5,811.10	193,605.85
Deposit	08/12/2020		Berkheimer	Deposit	1,542.17	195,148.02
Deposit	08/12/2020		Berkheimer	Deposit	2,576.14	197,724.16
Deposit	08/13/2020		Berkheimer	Deposit	4,111.46	201,835.62
Deposit	08/14/2020		Berkheimer	Deposit	3,043.04	204,878.66
Deposit	08/17/2020		Berkheimer	Deposit	1,972.13	206,850.79
Deposit	08/17/2020		Berkheimer	Deposit	472.74	207,323.53
Deposit	08/18/2020		Berkheimer	Deposit	2,034.57	209,358.10
Deposit	08/19/2020		Berkheimer	Deposit	734.25	210,092.35
Deposit	08/19/2020		Berkheimer	Deposit	5,202.36	215,294.71
Deposit	08/20/2020		Berkheimer	Deposit	2,681.51	217,976.22
Deposit	08/21/2020		Berkheimer	Deposit	6,950.29	224,926.51
Deposit	08/24/2020		Berkheimer	Deposit	2,024.36	226,950.87
Deposit	08/26/2020		Berkheimer	Deposit	4.26	226,955.13

Laflin Borough

Treasurer's Report / Bank Report

As of September 30, 2020

Deposit	08/26/2020	Berkheimer	Deposit	1,127.59		228,082.72
Deposit	08/28/2020	Berkheimer	Deposit	2,785.28		230,868.00
Deposit	08/31/2020	Berkheimer	Deposit	5.50		230,873.50
Deposit	08/31/2020	Berkheimer	Deposit	39.00		230,912.50
Deposit	08/31/2020	Berkheimer	Deposit	494.93		231,407.43
Deposit	08/31/2020		Interest	34.21		231,441.64
Deposit	09/16/2020	Berkheimer	Deposit	569.49		232,011.13
Deposit	09/21/2020	Berkheimer	Deposit	2,039.70		234,050.83
Deposit	09/24/2020	Berkheimer	Deposit	619.03		234,669.86
Deposit	09/25/2020	Berkheimer	Deposit	1,421.25		236,091.11
Deposit	09/28/2020	Berkheimer	Deposit	11.00		236,102.11
Deposit	09/28/2020	Berkheimer	Deposit	1,054.54		237,156.65
Deposit	09/30/2020	Berkheimer	Deposit	428.51		237,585.16
Deposit	09/30/2020	Berkheimer	Deposit	39.76		237,624.92
Deposit	09/30/2020	Berkheimer	Deposit	1,128.34		238,753.26
Deposit	09/30/2020		Interest	38.25		238,791.51
Total 113 · Local Tax Fund FIDELITY DD BANK				54,597.90		238,791.51
 114 · Payroll Account FIDELITY BANK						7,633.23
Transfer	08/13/2020		Funds Transfer Payroll 8/14/20	3,836.07		11,469.30
Check	08/14/2020	pr2020-17 Payroll	Payroll Entry 8/14/20		3,836.07	7,633.23
Transfer	08/26/2020		Funds Transfer - Payroll 8/28/20	3,744.72		11,377.95
Check	08/28/2020	pr2020-18 Payroll	Payroll Entry 8/28/20		3,744.72	7,633.23
Deposit	08/31/2020		Interest	1.36		7,634.59
Transfer	09/04/2020		Funds Transfer Payroll 9/11/20	3,726.97		11,361.56
Check	09/11/2020	pr2020-19 Payroll	Payroll Entry 9/11/20		3,726.97	7,634.59
Transfer	09/22/2020		Funds Transfer - Payroll 9/25/20	4,022.32		11,656.91
Check	09/25/2020	pr2020-20 Payroll	Payroll Entry 9/25/20		4,022.32	7,634.59
Deposit	09/30/2020		Interest	1.46		7,636.05
Total 114 · Payroll Account FIDELITY BANK				15,332.90	15,330.08	7,636.05

10/11/20

Laflin Borough
Treasurer's Report / Bank Report
As of September 30, 2020

115 · Grant Fund Fidelity Bank

Deposit 08/31/2020	Interest	0.05	277.09
Deposit 09/30/2020	Interest	0.05	277.14
Total 115 · Grant Fund Fidelity Bank		0.10	277.14

116. · Fire Escrow Fidelity Bank

Deposit 08/31/2020	Interest	3.42	20,118.14
Deposit 09/30/2020	Interest	3.31	20,121.45
Total 116. · Fire Escrow Fidelity Bank		6.73	20,121.45

TOTAL

114,800.84 120,045.82 455,547.11

2 Months

10/11/20

Laflin Borough Sewer Account

Treasurer's Report / Bank Report

As of September 30, 2020

<i>Type</i>	<i>Date</i>	<i>Num</i>	<i>Name</i>	<i>Memo</i>	<i>Debit</i>	<i>Credit</i>	<i>Balance</i>
110.00 · Fidelity Bank Sewer Account							222,363.33
Deposit	08/07/2020			Deposit	2,560.00		224,923.33
Check	08/21/2020	1093	Railroad Management Co. IV LLC	Inv. 422529 2020 Sewer Line Easement R/W fee		1,336.02	223,587.31
Check	08/21/2020	1094	Koberlein Environmental Services	Annual Maintenance & Jetting		1,507.50	222,079.81
Check	08/21/2020	1095	Stell Enterprises, Inc.	Inv.: 20-070081 Sewer Manhole/Catch Basin 93 Laflin		2,973.00	219,106.81
Deposit	08/27/2020			Deposit	400.00		219,506.81
Deposit	08/31/2020			Interest	37.95		219,544.76
Deposit	09/02/2020			Deposit	320.00		219,864.76
Deposit	09/14/2020			Deposit	480.00		220,344.76
Deposit	09/22/2020			Deposit	1,440.00		221,784.76
Check	09/28/2020	1096	Pennoni Associates, Inc.	1035066 DEP Planning Mod.		405.00	221,379.76
Check	09/28/2020	1097	Fidelity Dep. & Disc. Bank	Loan: 1119 668575 - 3rd Qtr. 2020 (2 of 2)		11,085.00	210,294.76
Deposit	09/29/2020			Deposit	1,680.00		211,974.76
Deposit	09/30/2020			Interest	36.16		212,010.92
Total 110.00 · Fidelity Bank Sewer Account					6,954.11	17,306.52	212,010.92
TOTAL					6,954.11	17,306.52	212,010.92

2 Months

10/11/20

Laflin Borough Refuse Treasurer's Report / Bank Report As of September 30, 2020

<i>Type</i>	<i>Date</i>	<i>Num</i>	<i>Name</i>	<i>Memo</i>	<i>Debit</i>	<i>Credit</i>	<i>Balance</i>
100.00 · Pennstar Refuse Checking							(240.00)
Total 100.00 · Pennstar Refuse Checking							(240.00)
110.00 · Fidelity Bank Refuse Account							108,109.13
Deposit	08/07/2020			Deposit	840.00		108,949.13
Check	08/20/2020	1063	J.P. Mascaro & Sons	Acct.1128 Waste Collections August 2020		12,052.04	96,897.09
Deposit	08/27/2020			Deposit	360.00		97,257.09
Deposit	08/31/2020			Interest	18.00		97,275.09
Deposit	09/01/2020			Deposit	261.00		97,536.09
Deposit	09/14/2020			Deposit	490.50		98,026.59
Check	09/18/2020	1064	J.P. Mascaro & Sons	Acct.1128 Waste Collections September 2020		12,052.04	85,974.55
Deposit	09/22/2020			Deposit	2,520.00		88,494.55
Deposit	09/29/2020			Deposit	2,160.00		90,654.55
Deposit	09/30/2020			Interest	16.17		90,670.72
Total 110.00 · Fidelity Bank Refuse Account					6,665.67	24,104.08	90,670.72
TOTAL					6,665.67	24,104.08	90,430.72

2 Months

Laflin Borough State Liquid Fuels

Treasurer's Report / Bank Report

As of September 30, 2020

Type	Date	Num	Name	Memo	Debit	Credit	Balance
100.00 · PLGIT - State Highway Fund							58,660.01
Check	08/21/2020	427	Smith Blacktopping	#3836 Haverford Repairs / Curb Repairs / Potholes		3,800.00	54,860.01
Deposit	08/31/2020			Interest	1.13		54,861.14
Deposit	09/01/2020			Transfer from Gen. Fund for Equipment Purchase Audit	9,688.15		64,549.29
Check	09/28/2020	428	Dileo's Service Center	2016 F550 Plow Auger Bearing / Inspection / Oil Change		1,947.40	62,601.89
Check	09/28/2020	429	Northeast Signal & Electric	Inv. 13467 Rt.315/Laflin bad load switch		211.56	62,390.33
Deposit	09/30/2020			Interest	0.56		62,390.89
Total 100.00 · PLGIT - State Highway Fund					9,689.84	5,958.96	62,390.89
TOTAL					9,689.84	5,958.96	62,390.89

2 Months

TD AMERITRADE

as of September 30, 2020

2 Months

Police Pension Plan Fund

\$523,257.55 Month of July Statement Balance

\$529,784.17 Ending Statement Balance

Non-Uniform Employees Pension Plan Fund

\$133,684.00 Month of July Statement Balance

\$134,811.91 Ending Statement Balance

\$1,729.09 Opening Balance - Cash Reserve Account

\$866.07 Ending Statement Balance - \$431.52 Pension Payment for L. Healey

Lafin Borough Fund

\$56,635.08 Month of July Statement Balance (yearly deposits = \$6,943.00 x 7)

\$57,058.16 Ending Statement Balance

List of Bills

October 13, 2020 Council Mtg.

10/12/2020

Supplier / Vendor:	Invoice Description:	Amount:
<u>Refuse / Recycling Fund Invoices:</u>		
J P Mascaro & Sons	boro trash collection	\$12,052.04
<u>General Fund Invoices:</u>		
SWIF	state worker's comp. ins. - - Audit Refund (paid for the year)	\$0.00
Comcast	boro bldg. internet / telephone	\$320.08
UGI	boro bldg. gas service	\$24.65
PA American Water	boro bldg. water service	\$195.53
PA American Water	boro hydrants	\$1,062.59
WVSA	boro bldg. quarterly sewer invoice	\$0.00
ppl	boro master account 93872-24007 (6 accounts)	\$493.36
ppl	acct: 91001-70008 - lights	\$1,536.91
ppl	acct: 58830-28005 - lights	\$110.98
ppl	acct: 93754-17001 - gate street light Combined ppl billing with Liberty Power Holding	\$16.00
Sheetz Edge	vehicle gas cards	\$214.77
Glen Summit Springs	water cooler	\$0.00
Biros	portable toilet service - August & September	\$80.00
Walmart		\$0.00
Staples	copier paper / envelopes	\$128.84
Petro's Hardware	grinder & pads / trufuel / gas cans / cleaners / ext. cord	\$179.08
Samuel Sanguedolce, Esq.	solicitor monthly retainer	\$500.00
Samuel Sanguedolce, Esq.	solicitor invoices	\$623.50
Jessica L. Pleskach, Esq.	solicitor invoice - 49 Broadway hedge problem	\$500.00
Pennoni Associates Inc.	engineering work see sewer invoices below for possible add'l Pennoni bills	\$973.00
Strategic Municipal Group, LLC	A. Holter - code enforcement	\$171.85
Korn Ferry Hay Group	pension actuarial - non-uniform	\$463.05
Korn Ferry Hay Group	pension actuarial - police	\$549.87
Fidelity Bank N.A.	Oakwood quarterly loan pay't (1 of 2) see sewer fund invoices below for additional partial payment	\$45,484.60
First National Bank	2020 TAN interest payment	\$306.24
NBT Bank	mail slot	\$9.07
NBT Bank	combination lock / drain snake	\$47.43
NBT Bank	PennDOT background check for employment	\$11.00
CVI	monthly monitoring & backup	\$41.04
CVI	Wordpress website updates, plugins and scan	\$42.50
Old Mill Pine	weed trimmer repairs	\$75.00

Schaedler Yesco (formerly Rexel)	light ballast - kitchenette area	\$17.86
Luzerne Co. Treasurer's Office	real estate tax bill printing & mailing	\$555.30
Midway Garden Center	fertilizers / toil soil / seed tack	\$441.81
Robert J. Stella	office payment window installation (CARES Grant)	\$2,134.75
ShopPopDisplays	hanging ceiling sneeze guard shields (CARES Grant)	\$385.92
Harbor Freight Tools	recovery straps and D-ring shackles	\$74.94
Charles Boyd	Harbor Freight Tools - four (4) poly dollies for loader	\$80.95
Bradco Supply Co.	Fordham/Concord street signs & Authorized Vehicles sign	\$103.50
Government Forms & Supplies	2 ink stampers (split)	\$72.00
Hillman Security & Fire Technologies	annual fire alarm system monitoring contract	\$359.40
Richard Kern	welding and fabrication for hooks on John Deere Loader	\$75.00
TD Ameritrade Institutional	2020 Pension MMO	\$4,923.83
Lafin Volunteer Fire Dept	4th Qtr. Boro Allocation	\$3,750.00
Lafin Firefighters' Relief Assoc.	state fire allocation	\$8,921.15
Don E. Bower, Inc.	Manchester Drive & Section of Maplewood Paving Project	\$175,566.76

LSA Grant Fund

G & R Consulting	LSA Grant 2018 administration fee (Greg Gulick)	\$1,800.00
Hadley Construction Inc.	LSA Grant 2018 salt shed payment app #1 w/ c/o	\$53,550.00

State Liquid Fuel Account Invoices:

Sewer Maintenance Fund Invoices:

Fidelity Bank N.A.	Oakwood quarterly loan payment (2 of 2) see general fund invoices above for additional partial payment	\$11,085.00
Pennoni Associates, Inc.	DEP Sewer Planning Module	\$519.50
Roto Rooter	Redding 115 Lafin Rd. sewer line repair (Lafin portion)	\$750.00
Cute Rite Lawn Services	sewer lawn restoration 17 Manchester/149 Maplewood/114 Lafin	\$375.00
Total Monthly Bills:		<u>\$331,755.65</u>

Payroll Account Expenditures:

Payroll	9/11/2020	\$3,726.97
Payroll	9/25/2020	\$4,022.32
Payroll	10/9/2020	\$3,812.72
Total Payroll:		<u>\$11,562.01</u>

1st Proposed
 2021 General Operating
 Unassigned Fund Balances Budget

	2020 Budget	2020 Actual thru Sep-20	2020 Estimate Oct-20 - Dec-20	2020 Actual + Estimate	Proposed 2021 Budget
100.00/114.00 - ACCOUNT FUND BALANCES	155,061	256,213	-	256,213	98,196
General Fund Revenues					
300.00 - TAXES					
301.10 - REAL ESTATE TAX- Current Year	232,000	228,693	-	228,693	228,693
301.20 - REAL ESTATE TAX- Prior Year	4,893	6,654	-	6,654	6,654
301.40 - REAL ESTATE TAX- Delinquent	3,200	2,271	-	2,271	2,271
310.01 - Per Capita Taxes-Current Yr.	3,000	2,066	1,000	3,066	3,066
310.02 - Per Capita Taxes Delinquent	650	336	315	650	650
310.10 - REAL ESTATE TRANSFER TAX	21,000	17,674	6,000	23,674	20,000
310.20 - EARNED INCOME TAX (E.I.T.)	265,000	200,367	49,633	250,000	250,000
310.36 - Business Privilege Tax	11,500	12,782	-	12,782	12,782
310.50 - Local Services Tax	17,000	11,796	3,204	15,000	12,500
Total 300.00 - TAXES	558,243	482,637	60,152	542,788	536,614
320.00 - Licenses/Permits/Liquor					
320.11 - Building Permits	3,500	4,284	952	5,236	4,536
320.15 - Dumpster Permit Fees	200	675	50	725	725
321.80 - Cable Television Franchise Fees	16,272	14,001	4,500	18,501	18,501
321.90 - Malt Beverage & Liquor Tax	150	-	-	-	-
Total 320.00 - Licenses/Permits/Liquor	20,122	18,960	5,502	24,462	23,762
322.80 - Street Cuts Pave Cuts	300	100	200	300	300
330.00 - FINES AND FORFEITS					
331.10 - DIST. MAG. FINES	300	7	48	55	55
331.13 - Luz. Co. Probation/Restitution	300	681	-	681	681
331.15 - State Percentage - PSP Fines	800	381	350	731	731
Total 330.00 - FINES AND FORFEITS	1,400	1,069	398	1,467	1,467
341.01 - INTEREST ON CHECKING	1,350	703	150	853	853
350.00 - INTERGOVERNMENTAL REV.					
355.01 - PUBLIC UTILITY REALTY TAX- PURTA	575	-	553	553	553
358.00 - Fire State Relief Aid	8,913	8,921	-	8,921	8,921
Total 350.00 - INTERGOVERNMENTAL REV.	9,488	8,921	553	9,474	9,474
351.00 - FEDERAL/ CAPITAL & OPER GRANT					
351.04 - PENNDOT Winter Reimbursement	6,254	-	-	-	-
351.05 - PENNDOT- Street Sweeping	364	397	-	397	-
353.50 - Recycling Grant	6,569	-	-	-	4,000
354.10 - Community Dev. Block Grant (HUD)	-	-	-	-	-
351.05 - DCED LSA Grant - 2018	-	-	70,000	70,000	-
351.07 - DCNR Grant Revenue	-	-	-	-	-
Total 351.00 - FEDERAL/ CAPITAL & OPER GRANT	13,187	397	70,000	70,397	4,000
360.00 - CHARGES FOR SERVICES					
361.71 - Charges for Copies	-	-	-	-	-
361.74 - Charges for Sewer/Refuse Certifications	200	75	50	125	125
361.76 - Bid Spec. Packet Fees	-	-	-	-	-
Total 360.00 - CHARGES FOR SERVICES	200	75	50	125	125
362.00 - PUBLIC SAFETY					
362.10 - Contracted Police Services	-	-	-	-	-
362.11 - Police Reports	-	-	-	-	-
362.12 - Police Probation Services	-	-	-	-	-
362.97 - Police Agressive Driving Enforcement	-	-	-	-	-
362.96 - Reimbursement for Road Damages	-	-	-	-	-
362.50 - Fire Dept. Gas Purchases Reimbursement	1,615	665	222	886	886
Total 362.00 - PUBLIC SAFETY	1,615	665	222	886	886

	<u>2020 Budget</u>	<u>2020 Actual thru Sep-20</u>	<u>2020 Estimate Oct-20 - Dec-20</u>	<u>2020 Actual + Estimate</u>	<u>Proposed 2021 Budget</u>
362.99 · Sale of Vehicle(s) - non Police Dept.	-	-	-	-	-
389.00 · UNCLASSIFIED OPERATING REVENUE					
389.05 · Laflin RecBoard Exp.Reimbursm't	-	-	-	-	-
Total 389.00 · UNCLASSIFIED OPERATING REVENUE	-	-	-	-	-
391.15 · SALES OF GENERAL FIXED ASSET					
391.15 · 60 Oakwood Drive	-	19,541	-	19,541	-
Total 391.10 · SALES OF PD. EQUIPMENT	-	19,541	-	19,541	-
392.00 · INTERFUND TRANSFERS IN					
392.47 · Non Uniform Pension Reimbursement	-	-	-	-	-
392.48 · Pension(s) State Aid Allocation	3,505	4,924	-	4,924	5,100
393.10 · General Obligation Bond and Note Proceeds	-	-	-	-	-
394.00 · Tax Anticipation Note					
394.10 · Tax Anticipation Note	125,000	124,666	-	124,666	124,666
Total 394.00 · Tax Anticipation Note	125,000	124,666	-	124,666	124,666
395.00 · Sale of Land - Oakwood Drive	-	-	-	-	-
395.35 · REFUND INSURANCE PREMIUMS	-	27	-	27	-
395.36 · INSURANCE ESCROW	-	-	-	-	-
49900 · Uncategorized Income (Williams Pipeline)	-	1,000	-	1,000	-
387.00 · Donations	-	575	-	575	-
Total Revenues	734,410	664,260	137,226	801,486	707,247
TOTAL REVENUES & BALANCE FORWARD	889,470	920,473	137,226	1,057,699	805,443

General Fund Expenditures

400.00 · LEGISLATIVE BODY	600	16	-	16	16
400.05 · COUNCIL/MAYOR SALARIES	6,000	3,000	3,000	6,000	6,000
400.40 · Public Officials Bond	650	-	650	650	650
400.42 · Dues, Memberships, Subscription	395	-	408	408	408
400.45 · Payroll Services	2,125	1,559	520	2,079	2,200
Total 400.00 · LEGISLATIVE BODY	9,770	4,575	4,578	9,153	9,274
402.00 · AUDITING SERVICES	5,000	-	4,500	4,500	5,000
403.00 · TAX COLLECTION					
403.05 · ELECTED TAX COLLECTOR COMM.	8,500	8,457	43	8,500	8,500
403.23 · TAX COLLECTOR-POSTAGE	47	-	55	55	55
403.33 · TAX COLLECT. Training/Seminars	-	-	-	-	-
403.34 · PRINTING TAX DUPLICATES	600	-	600	600	600
403.35 · TAX COLLECTOR-BOND	325	-	50	50	50
403.36 · Tax Collect. Per Capita Billing	530	-	450	450	500
403.37 · Real Estate Refund-Municip	350	-	-	-	350
Total 403.00 · TAX COLLECTION	10,352	8,457	1,198	9,655	10,055
404.31 · SOLICITOR/ LEGAL FEES					
404.313 · Solicitor's Retainer	6,000	4,500	1,500	6,000	6,000
404.314 · Solicitors Fees	15,000	2,110	2,000	4,110	7,000

	2020 Budget	2020 Actual thru Sep-20	2020 Estimate Oct-20 - Dec-20	2020 Actual + Estimate	Proposed 2021 Budget
404.317 · PSAB T.E.A.M. Legal Counsel	-	-	-	-	-
404.320 Legal Expenses - Additional	-	-	-	-	-
	-	-	-	-	-
404.31 · SOLICITOR/ LEGAL FEES - Other	-	-	-	-	-
Total 404.31 · SOLICITOR/ LEGAL FEES	21,000	6,610	3,500	10,110	13,000
405.00 · SECRETARY/TREASURER					
405.10 · SECRETARY-WAGES	49,533	38,089	11,443	49,533	52,009
405.28 · Petty Cash	800	450	150	600	800
405.32 · TELEPHONE	3,865	3,170	1,057	4,227	4,227
405.46 · SECRETARY-SEMINARS	300	85	50	135	300
Total 405.00 · SECRETARY/TREASURER	54,498	41,795	12,700	54,495	57,337
406.00 · GENERAL ADMINISTRATION					
406.21 · ADMINISTRATION OFFICE SUPPLIES	1,000	1,099	366	1,465	1,465
406.00 · Other	-	210	70	280	280
406.22 · COMPUTER SUPPLIES / Cloud Back-up	1,175	2,581	250	2,831	2,000
406.23 · POSTAGE	800	220	73	293	500
406.326 · web development/mgmt	750	150	100	250	250
406.34 · ADMINISTRATION ADVERTISING	3,186	1,077	359	1,435	1,500
406.39 · BANK SERVICES CHARGES	300	-	-	-	150
406.42 · DUES/SUBSCRIPTIONS ADMIN	450	-	250	250	250
406.45 · CONTRACTED REPAIR & MAINTENANCE	250	107	36	142	250
406.71 · LAND PURCHASE / APPRAISALS	-	71,081	-	71,081	-
406.74 · Code Enforcement Fees	3,500	1,380	460	1,840	2,000
406.73 · General Administration - Zoning Fees	250	-	-	-	-
Total 406.00 · GENERAL ADMINISTRATION	11,661	77,905	1,964	79,869	8,647
408.00 · Engineering Services					
408.312 · Engineering Services-Pennoni	18,500	10,689	5,311	16,000	13,000
408.312 · Engineering Services-Pennoni Project 2	-	-	-	-	-
408.312 · Engineering Services-Pennoni Project 3	-	-	-	-	-
408.312 · Engineering Services-Pennoni Proj. LSA	-	-	-	-	-
436.26 · MS4 Engineering - Pennoni Assoc	-	-	-	-	-
Total 408.00 · Engineering Services	18,500	10,689	5,311	16,000	13,000
409.00 · GENERAL GOVT.-BUILDING					
409.24 · BUILDING-OPERATING SUPPLIES	1,850	491	500	991	1,850
409.25 · BUILDING - Equip. Repairs	650	-	-	-	250
409.31 · BUILDING - Office Furn./Equip.	750	-	-	-	250
409.33 · Heating Fuel Building	3,708	2,853	951	3,804	3,842
409.34 · PA Water Co - Bldg.	1,545	1,221	407	1,628	1,644
409.35 · PA Water Co - Hydrants	14,935	10,658	3,553	14,210	14,352
409.36 · BUILDING -ELECTRIC	32,445	21,621	7,207	28,828	28,828
409.364 · BUILDING -SEWER	350	124	-	124	124
409.373 · Building Repairs & Maintenance - Eve	5,000	7,870	-	7,870	5,000
409.374 · Building Mulch & Landscape	15,000	54	4,000	4,054	11,000
409.45 · BLDG. CONTRACTED SERVICES-NEW	750	-	359	359	500
409.50 · Termite Service & Warranty	132	137	-	137	137
409.80 · Building - Security Cameras	-	-	-	-	-
Total 409.00 · GENERAL GOVT.-BUILDING	77,115	45,029	16,977	62,006	67,778
410.00 · FIRE PROTECTION TAX					
410.05 · FIREMAN WAGES	25,367	18,519	6,930	25,449	30,000
410.01 · Lafin Boro Fire Co. Allocation	15,000	15,000	-	15,000	15,000
410.04 · LVFD Fuel Usage	2,500	755	252	1,006	1,006
410.06 · Lafin Fireman's Relief Assoc.	8,913	8,921	-	8,921	8,921
Total 410.00 · FIRE PROTECTION TAX	51,779	43,195	7,182	50,377	54,928
411.00 · Police Dept.					
411.05 · POLICE WAGES	-	-	-	-	-
411.18 · LPD Effects Bargaining Closeout	-	-	-	-	-
411.198 · Police Life Ins.	-	-	-	-	-

	2020 Budget	2020 Actual thru Sep-20	2020 Estimate Oct-20 - Dec-20	2020 Actual + Estimate	Proposed 2021 Budget
411.231 · Vehicle Fuel	-	-	-	-	-
411.324 · Police Cell Phones	-	-	-	-	-
411.00 · Police Dept. - Other	-	-	-	-	-
Total 411.00 · Police Dept.	-	-	-	-	-
427.00 · Solid Waste Collection & Dispos					
427.36 · Playground Toilet Clean out	580	180	120	300	500
427.00 · Solid Waste Collection & Dispos - Other	-	-	-	-	-
Total 427.00 · Solid Waste Collection & Dispos	580	180	120	300	500
413.00 · PUBLIC SAFETY					
413.00 · PUBLIC SAFETY - Structures	-	-	-	-	-
413.00 · PUBLIC SAFETY - Supplies	-	-	-	-	-
413.00 · PUBLIC SAFETY - Crime Watch Group	250	-	-	-	-
413.00 · PUBLIC SAFETY - National Night-Out	750	-	-	-	-
413.00 · PUBLIC SAFETY - Other	327	-	-	-	-
Total 413.00 · Public Safety	1,327	-	-	-	-
430.00 · PUBLIC WORKS					
430.05 · STREET DPT WAGES	3,708	1,239	1,000	2,239	3,500
433.00 · STREET SWEEPING - WVSA State Roads	397	-	-	-	-
430.10 · Borough Fuel Usage	1,906	874	400	1,274	1,900
430.20 · BORO VEHICLE MAINTENANCE	-	-	-	-	-
430.24 · OPERATING SUPPLIES PUBLIC WORKS	849	2,406	400	2,806	3,500
430.74 · EQUIPMENT PURCHASE	-	19,289	-	19,289	28,523
436.28 · MS4 STORM WATER FEES - WVSA	1,492	1,902	-	1,902	1,902
431.00 · STREET SIGNAGE	500	50	103	153	300
432.00 · SNOW REMOVAL / SALT	5,200	-	-	-	2,500
434.00 · Spray Vegetation / Weed Control	950	1,116	-	1,116	1,250
437.24 · STORM SEWERS / DRAIN SUPPLY	-	-	-	-	-
436.25 · MS4 PERMIT / RENEWAL	500	-	500	500	500
436.27 · MS4 Storm. Compliance Projects	10,000	1,053	-	1,053	2,500
437.00 · REPAIRS/TOOLS MACHINERY	250	68	-	68	250
437.25 · REPAIRS/TOOLS MACHINERY	200	-	-	-	200
437.50 · ATV - QUAD MAINTENANCE / REPAIR	400	-	250	250	400
438.00 · HIGHWAY MAINTENANCE	-	-	-	-	-
Paving Project - Infrastructure	170,203	-	175,567	175,567	-
Maplewood Drive Repair	20,000	-	-	-	-
LSA Grant 2018 Salt Shed	-	-	77,300	77,300	-
2021 Capital Improvement Project	-	-	-	-	123,507
438.74 · LONG TERM DEBT	-	-	-	-	-
438.10 · Pothole Patch(non-Liquid Fuels)	2,500	-	-	-	-
438.25 · SUPPLIES-REPAIRS TO HIGHWAYS	-	-	-	-	-
438.38 · RENT OF MACHINERY	1,500	750	-	750	-
430.00 · PUBLIC WORKS - Other	1,500	-	-	-	1,500
Total 430.00 · PUBLIC WORKS	222,054	28,747	255,520	284,267	172,232
450.00 · CULTURE/RECREATION					
451.05 · RECREATION WAGES	1,957	-	-	-	2,000
451.52 · CONTRIBUTIONS TO RECREATION	3,300	3,300	-	3,300	3,300
450.05 · WALKING TRACK SEALCOATING	-	-	-	-	-
450.04 · Summer Rec Counselor Clearances	150	-	-	-	150
451.01 · Recreation Board Expenses	-	-	-	-	-
451.02 · Recreation Playground Mulch	-	-	-	-	5,200
451.03 · Ballfield Diamond-TEX	6,500	-	-	-	6,500
451.01 · Recreation Board Expenses - Other	-	-	-	-	-
Total 451.01 · Recreation Board Expenses	6,500	-	-	-	11,700
450.00 · CULTURE/RECREATION - Other	-	3,026	-	3,026	1,000
Total 450.00 · CULTURE/RECREATION	11,907	6,326	-	6,326	18,150
451.54 CONTRIBUTIONS TO SPCA	400	491	-	491	650
451.55 TRAP-NEUTER-RETURN PROGRAM	350	140	105	245	245

	2020 Budget	2020 Actual thru Sep-20	2020 Estimate Oct-20 - Dec-20	2020 Actual + Estimate	Proposed 2021 Budget
456.05 · LIBRARY WAGES	10,740	6,945	3,794	10,740	11,062
488.00 · Laffin Library Association	282	174	-	174	0
472.00 · Debt Principal + Interest					
472.00 · Oakwood Park Sewer Project	189,912	137,385	45,250	182,635	179,806
472.00 · Other	-	-	-	-	-
Total 472.00 · Debt Principal + Interest	189,912	137,385	45,250	182,635	179,806
481.10 · SOCIAL SECURITY EMPLOYER	8,346	5,833	2,513	8,346	8,680
483.00 · PENSIONS					
483.11 · Munici Min Obligation- Police	-	-	-	-	-
483.12 · Munici Min Obligation- Employee	6,903	4,924	-	4,924	6,809
483.21 · Uniform Pension Payment DEvan	6,943	6,943	-	6,943	6,943
483.31 · Actuarial consulting	5,300	2,026	1,053	3,079	4,500
483.00 · PENSIONS - Other	-	-	-	-	-
Total 483.00 · PENSIONS	19,146	13,893	1,053	14,946	18,252
484.00 · WORKERS COMPENSATION INS.	18,000	7,389	-	7,389	12,500
484.10 · WORKERS COMPENSATION INS. AUDIT	-	(7,254)	-	(7,254)	-
	18,000	135	-	135	12,500
486.00 · INSURANCE					
486.00 · Insurance Other	1,500	1,029	-	1,029	1,080
486.41 · Commercial Ins. Package	15,000	13,245	-	13,245	13,907
Total 486.00 · INSURANCE	16,500	14,274	-	14,274	14,988
487.00 · Health Insurance Benefits					
487.196 · Health Ins.	-	-	-	-	-
487.198 · AFLAC	-	-	-	-	-
487.00 · Health Insurance Benefits - Other	-	-	-	-	-
Total 487.00 · Health Insurance Benefits	-	-	-	-	-
489.00 · Unclassified Expenditures	-	197	-	197	-
492.00 · INTERFUND TRANSFERS					
492.35 · EQUIPMENT FUND REIMBURSEMENT	-	9,688	-	9,688	-
Total 492.00 · INTERFUND TRANSFERS	-	9,688	-	9,688	-
494.00 · Green Tree Committee					
494.01 · Green Tree Committee	250	15	-	15	250
Total 494.00 · Green Tree Committee	250	15	-	15	250
495.00 · Memorial Day Parade Committee	250	-	-	-	-
497.00 · Grant Writing					
497.01 · Grant Application Fees	200	-	300	300	300
497.00 · Grant Writing - Other	700	-	1,800	1,800	-
Total 497.00 · Grant Writing	900	-	2,100	2,100	300
497.03 · Grant Reimbursement	-	-	-	-	-
6560 · Payroll Expenses					
6560 · Payroll Expenses - PA UC Fund	350	-	250	250	350
6560 · Payroll Expenses - Other	-	-	-	-	-
Total 6560 · Payroll Expenses	350	-	250	250	350
658.00 · Tax Anticipation Note Principle					
658.00 · DCED Filing / Origination Fee	250	-	-	-	250
658.01 · Tax Anticipation Note Interest	3,250	2,287	925	3,212	3,212
658.00 · Tax Anticipation Note Principle - Other	125,000	-	125,000	125,000	125,000
Total 658.00 · Tax Anticipation Note Principle	128,500	2,287	125,925	128,212	128,462

	<u>2020 Budget</u>	<u>2020 Actual thru Sep-20</u>	<u>2020 Estimate Oct-20 - Dec-20</u>	<u>2020 Actual + Estimate</u>	<u>Proposed 2021 Budget</u>
6999 Uncategorized Expense - Misc	-	-	-	-	-
TOTAL GENERAL EXPENDITURES	<u>889,470</u>	<u>464,963</u>	<u>494,540</u>	<u>959,503</u>	<u>805,443</u>
UNASSIGNED FUND BALANCE FORWARD / (DEFICIT)	<u>0</u>	<u>455,510</u>	<u>(357,314)</u>	<u>98,196</u>	<u>(0)</u>
TOTAL EXPEND. & UNASSN. FUND BALANCE FORWARD	<u>889,470</u>	<u>920,473</u>	<u>137,226</u>	<u>1,057,699</u>	<u>805,443</u>

**Luzerne County 2020 Hazard Mitigation Plan
Municipal Adoption Resolution**

COPY

Resolution No. #7 of 2020
Lafin Borough, Luzerne County, Pennsylvania

WHEREAS, **Lafin Borough**, Luzerne County, Pennsylvania is most vulnerable to natural and human-made hazards which may result in loss of life and property, economic hardship, and threats to public health and safety, and

WHEREAS, Section 322 of the Disaster Mitigation Act of 2000 (DMA 2000) requires state and local governments to develop and submit for approval to the President a mitigation plan that outlines processes for identifying their respective natural hazards, risks, and vulnerabilities, and

WHEREAS, **Lafin Borough** acknowledges the requirements of Section 322 of DMA 2000 to have an approved Hazard Mitigation Plan as a prerequisite to receiving post-disaster Hazard Mitigation Grant Program funds, and

WHEREAS, the Luzerne County 2020 Hazard Mitigation Plan has been developed by the Luzerne County Emergency Management Agency and the Luzerne County Planning Commission in cooperation with other county departments, and officials and citizens of **Lafin Borough**, and

WHEREAS, a public involvement process consistent with the requirements of DMA 2000 was conducted to develop the Luzerne County 2020 Hazard Mitigation Plan, and

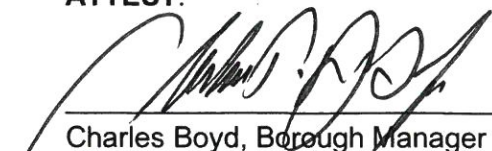
WHEREAS, the Luzerne County 2020 Hazard Mitigation Plan recommends mitigation activities that will reduce losses to life and property affected by both natural and human-made hazards that face the County and its municipal governments,

NOW THEREFORE BE IT RESOLVED by the governing body for **Lafin Borough**:

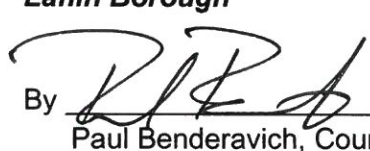
- The Luzerne County 2020 Hazard Mitigation Plan is hereby adopted as the official Hazard Mitigation Plan of **Lafin Borough**, and
- The respective officials and agencies identified in the implementation strategy of the Luzerne County 2020 Hazard Mitigation Plan are hereby directed to implement the recommended activities assigned to them.

ADOPTED, this 13th day of October , 2020

ATTEST:


Charles Boyd, Borough Manager

Lafin Borough

By 
Paul Benderavich, Council President

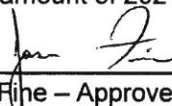
Municipality: Borough of Laflin
Plan: Employees Pension Plan

COPY

Municipality's Minimum Municipal Obligation for 2021

1. Estimated 2020 W-2 Wages of Active Members	\$ 50,000
2. Normal Cost Rate (from 2019 valuation)	14.5293%
3. Administrative Expense Rate (from 2019 valuation)	2.7181%
4. Normal Cost for 2021: (1) x (2)	\$ 7,265
5. Estimated Administrative Expense for 2021: (1) x (3)	\$ 1,359
6. Amortization Requirement for 2021 (from 2019 valuation)	\$ -
7. Plan's 2021 Financial Requirements: (4) + (5) + (6)	\$ 8,624
8. Estimated 2021 Member Contributions	\$ -
9. Funding Adjustment for 2021 (from 2019 valuation)	\$ 1,815
10. Minimum Municipal Obligation for 2021: (7) - (8) - (9)	\$ 6,809
11. 2021 Estimated State Aid (a restricted revenue receipt)	\$ 5,100
12. Municipality's Estimated Minimum Contribution Requirement for 2021: (10) - (11)	\$ 1,709

Note: Municipality's actual contribution requirement for 2021 will be equal to line 10 less the actual amount of 2021 State Aid deposited in the pension fund.

Prepared by: 
Jason L. Fife – Approved Actuary
Date: August 28, 2020

Reviewed by: 
- Chief Administrative Officer PAUL GONDEK-WICK

Submitted to: Laflin Borough Council
(Municipality's governing body)
Date: 10/13/20

Municipality: Borough of Laflin
Plan: Police Pension Plan

COPY

Municipality's Minimum Municipal Obligation for 2021

As of January 1, 2019, the Actuarial Value of Plan Assets exceeded the present value of all benefits expected to be paid to current Plan members:

1. Actuarial Value of Plan Assets (from 2019 valuation)	\$524,808
2. Present Value of Benefits (from 2019 valuation)	<u>\$291,017</u>
3. Excess of (1) over (2)	\$233,791

Therefore, in accordance with Section 302(b)(1) of Act 205, the Plan's Financial Requirements and the Borough's MMO and minimum contribution requirement for 2021 is zero.

Prepared by: Jason L. Fine
Jason L. Fine – Approved Actuary
Date: August 28, 2020

Reviewed by: Paul Bonduvich
- Chief Administrative Officer Paul Bonduvich

Submitted to: Laflin Borough Council
(Municipality's governing body)

Date: 10/13/20

Final
175,566.76

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: LAFLIN BOROUGH
47 LAFLIN ROAD
LAFLIN, PA

VIA: PENNONI ASSOCIATES, INC.
672 SOUTH RIVER STREET, SUITE 313
PLAINS, PA 18705

Estimate: 2
Period To: 2-Oct-20

FROM: DON E. BOWER, INC.
1206 SALEM BLVD.
BERWICK, PA 18603

Job: 20C003

CONTRACT FOR: MANCHESTER DRIVE AND MAPLEWOOD DRIVE IMPROVEMENT PROJECT

COPY

Item #	Description	U/M	Contract			**	Units			Amount			% Complete	\$ Remaining	
			Units	Unit \$	Total	Material	Current	Previous	Total	Current	Previous	Total			
20C003100	MOBILIZATION/DEMOBILIZATION	LS	1	\$4,389.50	\$4,389.50			1.00	1.00	\$0.00	\$4,389.50	\$4,389.50	100.00%	\$0.00	
20C003101	PROJECT LAYOUT	LS	1	\$1,216.25	\$1,216.25			1.00	1.00	\$0.00	\$1,216.25	\$1,216.25	100.00%	\$0.00	
20C003102	BONDS	LS	1	\$1,447.30	\$1,447.30			1.00	1.00	\$0.00	\$1,447.30	\$1,447.30	100.00%	\$0.00	
20C003103	MPT	LS	1	\$4,804.75	\$4,804.75			1.00	1.00	\$0.00	\$4,804.75	\$4,804.75	100.00%	\$0.00	
20C003200	ASPHALT MILL, 4" DEPTH	SY	2665	\$3.70	\$9,860.50			3,276.05	3,276.05	\$0.00	\$12,121.39	\$12,121.39	122.93%	\$2,260.89	
20C003201	CONCRETE CUTTER REMOVAL	LF	2135	\$6.70	\$14,304.50			2,135.00	2,135.00	\$0.00	\$14,304.50	\$14,304.50	100.00%	\$0.00	
20C003202	BINDER COURSE, 2 1/2" DEPTH	SY	3100	\$13.55	\$42,005.00			3,246.00	3,246.00	\$0.00	\$43,983.30	\$43,983.30	104.71%	\$1,978.30	
20C003203	WEARING COURSE, 1 1/2" DEPTH	SY	3100	\$8.80	\$27,280.00			3,246.00	3,246.00	\$0.00	\$28,564.80	\$28,564.80	104.71%	\$1,284.80	
20C003204	TYPE M STORM INLET	EA	2	\$2,248.70	\$4,497.40			2.00	2.00	\$0.00	\$4,497.40	\$4,497.40	100.00%	\$0.00	
20C003205	15" HDPE STORM PIPE	LF	246	\$44.25	\$10,885.50			246.00	246.00	\$0.00	\$10,885.50	\$10,885.50	100.00%	\$0.00	
20C003207	4" MACHINE FORMED BITUMINOUS CURB	LF	1755	\$11.70	\$20,533.50			2,100.00	2,100.00	\$0.00	\$24,570.00	\$24,570.00	119.66%	\$4,036.50	
20C003209	OVEREXCAVATION & STONE BACKFILL	TON	20	\$40.40	\$808.00			-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$808.00)	
20C003210	6" SDR 26 PVC SERVICE LATERAL	LF	55	\$94.75	\$5,211.25			55.00	55.00	\$0.00	\$5,211.25	\$5,211.25	100.00%	\$0.00	
20C003211	6" SDR 26 PVC CLEANOUT	EA	1	\$665.30	\$665.30			1.00	1.00	\$0.00	\$665.30	\$665.30	100.00%	\$0.00	
20C003212	SEWER LATERAL CONNECTION TO EXISTING MH	EA	1	\$655.70	\$655.70			1.00	1.00	\$0.00	\$655.70	\$655.70	100.00%	\$0.00	
20C003A200	ASPHALT MILL, 4" DEPTH	SY	120	\$8.60	\$1,032.00			138.88	138.88	\$0.00	\$1,194.37	\$1,194.37	115.73%	\$162.37	
20C003A202	BINDER COURSE, 2 1/2" DEPTH	SY	120	\$19.45	\$2,334.00			138.88	138.88	\$0.00	\$2,701.22	\$2,701.22	115.73%	\$367.22	
20C003A203	WEARING COURSE, 1 1/2" DEPTH	SY	120	\$16.35	\$1,962.00			138.88	138.88	\$0.00	\$2,270.69	\$2,270.69	115.73%	\$308.69	
20C003A206	PAVEMENT UNDERDRAIN	LF	72	\$36.95	\$2,660.40			72.00	72.00	\$0.00	\$2,660.40	\$2,660.40	100.00%	\$0.00	
20C003A208	6" MACHINE FORMED BITUMINOUS CURB	LF	55	\$18.65	\$1,025.75			-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$1,025.75)	
20C003A209	OVEREXCAVATION & STONE BACKFILL	TON	80	\$40.40	\$3,232.00			-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$3,232.00)	
CO #1	ROCK REMOVAL	LS	1.00	\$ 9,423.14	\$9,423.14			1.00	-	1.00	\$9,423.14	\$0.00	\$9,423.14	100.00%	\$0.00
CO #2					\$0.00			-	-	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	
CO #3					\$0.00			-	-	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	

Original Contract Amt.: \$160,810.60
Change Orders to Date: \$9,423.14
Contract To Date: \$170,233.74

Retainage 0.00%
Current Payment Due: \$17,730.32

\$9,423.14 \$166,143.62 \$175,566.76 103.13% \$5,333.02
\$8,307.18 (\$8,307.18) \$0.00
\$17,730.32 \$157,836.44 \$175,566.76

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: LAFLIN BOROUGH VIA: PENNONI ASSOCIATES, INC. Estimate: 2
 47 LAFLIN ROAD 672 SOUTH RIVER STREET, SUITE 313
 LAFLIN, PA PLAINS, PA 18705 Period To: 2-Oct-20

FROM: DON E. BOWER, INC.
 1206 SALEM BLVD.
 BERWICK, PA 18603

Job: 20C003
 CONTRACT FOR: MANCHESTER DRIVE AND MAPLEWOOD DRIVE IMPROVEMENT PROJECT

Item #	Description	U/M	Contract			**	Units			Amount			%	\$
			Units	Unit \$	Total	Material	Current	Previous	Total	Current	Previous	Total	Complete	Remaining

** The QTY's in this column represent the approximate value of material delivered to the site and not yet installed.

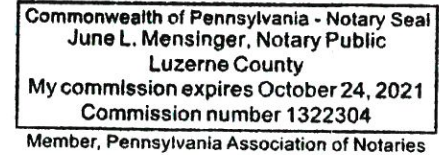
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Don E. Bower, Inc.
 By: *[Signature]* Date: 10-5-2020

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

State of Pennsylvania, County of Luzerne
 Subscribed and sworn to before me this 5th Day of Oct. 2020
 Notary Public: *[Signature]*
 My Commission Expires: _____



AMOUNT CERTIFIED..... \$17,730.32
 (Attach explanation if amount certified differs from the amount applied for.)

ENGINEER: PENNONI ASSOCIATES, INC.

BY: *[Signature]*

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

1st Pay App w/ Clo
COPY

Contractor's Application for Payment No. []

Application Period: 07/06/2020 - 09/12/2020		Application Date: 9/22/2020 ## 1
To (Owner): Lafin Borough	From (Contractor): Hadley Construction Inc.	Via (Engineer): Pennoni Associates Inc
Project: Lafin Borough Salt Shed	Contract: 1.1	672 South River Street Suite 313 Plains PA 18705
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: RE-bid #1


**Application For Payment
 Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
1	\$3,500.00	
TOTALS	\$3,500.00	
NET CHANGE BY CHANGE ORDERS	\$3,500.00	

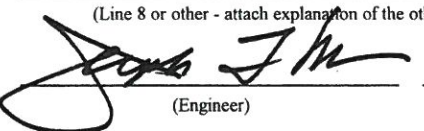
1. ORIGINAL CONTRACT PRICE..... \$ 72,000.00
2. Net change by Change Orders..... \$ 3,500.00
3. Current Contract Price (Line 1 ± 2)..... \$ 75,500.00
4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate)..... \$ 59,500.00
5. RETAINAGE:
 - a. 10% X 59500.00% Work Completed..... \$ 5,950.00
 - b. X Stored Material..... \$
 - c. Total Retainage (Line 5a + Line 5b)..... \$ 5,950.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 53,550.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$
8. AMOUNT DUE THIS APPLICATION..... \$ 53,550.00
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column H on Progress Estimate + Line 5 above)..... \$ 21,950.00

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 9/22/20

Payment of: \$ 53,550.00
 (Line 8 or other - attach explanation of the other amount)

is recommended by:  9.29.2020
 (Engineer) (Date)

Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____
 (Owner) (Date)

Approved by: _____
 Funding Agency (if applicable) (Date)

Schedule of Values Breakdown

Project Name:

**Laflin Borough Salt Shed
Re-Bid #1
Laflin Borough, Luzerne County, PA**

Contractor:

**Hadley Construction Inc.
31 Webster Street
Pittston, PA 18640**

Application Number: #1

Invoice Date: 09/22/2020

Period From: 07/06/2020

Period To 09/12/2020

A	B	C	D	E	F	G		H	I
Item No.	Category	Amount	Work From Previous Invoice (D+E)	Completed This Period	Materials Presently Stored (Not in D or E)	Total Completed and Stored to Date (D+E+F)	% (G/C)	Balance to Finish (C-G)	Retainage 10%
101	Bonds	\$1,200.00	\$0.00	\$1,200.00	\$0.00	\$1,200.00	100.00%	\$0.00	\$120.00
200	Mobilization/Demobilization	\$2,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	50.00%	\$1,000.00	\$100.00
201	Furnish & Install 3x3x6 concrete blocks	\$10,800.00	\$0.00	\$10,800.00	\$0.00	\$10,800.00	100.00%	\$0.00	\$1,080.00
300	Steel Building/Roof	\$28,000.00	\$0.00	\$18,000.00	\$0.00	\$18,000.00	64.29%	\$10,000.00	\$1,800.00
301	Duragate Barrier provide & Install	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,000.00	\$0.00
400	High Bay Lights/Electrical install	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
500	Pavement	\$25,000.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00	100.00%	\$0.00	\$2,500.00
CO #1	Extend Pavement	\$3,500.00	\$0.00	\$3,500.00	\$0.00	\$3,500.00	100.00%	\$0.00	\$350.00
	Total	\$75,500.00	\$0.00	\$59,500.00	\$0.00	\$59,500.00	78.81%	\$16,000.00	\$5,950.00

COBA



CONTRACT CHANGE ORDER

Contract No. _____

Date 08/31/2020

Change Order No. 01

Project No. LFNBX20001

Location Lafin, PA

To: (Contractor) Hadley Construction, Inc.

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No. (1)	Description of changes – quantities, units, unit prices, change in completion schedule, etc. (2)	Decrease in Contract Price (3)	Increase in Contract Price (4)
1	Additional Paving		\$3,500.00
	Change in contract price due to this Change Order:		\$3,500.00
	Total decrease		
	Total increase		\$3,500.00
	Difference between Col. (3) and (4)		\$3,500.00
	Net (increase/decrease) contract price		\$3,500.00

The sum of \$3,500.00 is hereby added to, deducted from, the total contract price and the total adjusted contract price to date thereby \$75,500.00.

The time provided for completion in the contract is unchanged, increased, decreased, by 0 calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Accepted by: _____
CONTRACTOR DATE

Recommended by: Joseph F. Mullen P.E. _____
ENGINEER DATE 08/31/2020

Approved by: [Signature] _____
OWNER DATE 9.22.20

REQUEST AND JUSTIFICATION OF CHANGE

Project No.: LFNBX20001

Contract No.: _____

Change Order No.: 01

NECESSITY FOR CHANGE:

Request by owner/borough

Power Purchasing Strategy Fixed or Index Strategy

CLIENT INFORMATION

Corporate Legal Name: Laflin Borough
Contact Name: Charles Boyd
Title: Borough Manager
Contact Phone: (570) 654-3323
Contact Fax: _____
Contact Email: laflinboro@comcast.net

BILLING ADDRESS

Address: 47 Laflin Road
City: Laflin
State: PA **Zip:** 18702

TAX INFORMATION

Federal Tax ID: 23-1992801 **Exempt?** Yes
* If tax exempt please provide the proper documentation

STRATEGY DETAILS

(1) Choose a Strategy:

- Fixed Strategy – Fixed Rate (per kWh):** 0.04942/kWh
 Index Strategy – Admin Adder (per kWh): _____
 Index Intro Option

(2) Set Your Term and Start Date

Strategy Term (Months): 48 Months
Est. Start Date: 12/2020

STRATEGY OVERVIEWS

FIXED STRATEGY

The Fixed Power Purchasing Strategy is an electricity procurement strategy that features a single per-kWh price for an expected usage volume over the contract duration.

The general attributes of supplier contracts obtained under this strategy generally include:

- A single per-kWh rate;
- Contract durations (subject to availability on a variety of factors) ranging from 6 to 60 months;
- Pricing by suppliers depends on a variety of factors, including future electricity and capacity markets, regulatory requirements, historical volume/capacity/usage patterns, and RTO charges;
- Supply options may be limited if there is on-site generation, demand response, or energy storage associated with the applicable accounts or based on a supplier credit analysis of the client; and
- Early termination of the supply contract may result in liquidated damages.

At the time of contracting, the following elements are included in the single per-kWh rate:

- Electric Commodity
- Capacity
- Renewables
- RTO Ancillaries
- Client Fee
- Supplier Administrative Charges

During the contract term, certain elements may, but not necessarily, be passed through to the Client as additional costs or changes in rate. These include, but are not limited to:

- Network Integrated Transmission Services (“NITS”) (PJM)
- Congestion Balancing Charges (PJM)
- Changes in Capacity (Capacity Tag or Capacity-Related RTO Charges)
- Winter Reliability or similar programs (ISO-NE)
- Changes in Renewable/Clean Energy Programs or Costs
- Other Unforeseen Changes in Laws, Rules, Governmental Programs, Market Structure or RTO Policies

Other provisions in supplier contracts may also result in changed rates or increased costs:

- *Usage Bands*, that specify percentage deviations over or under contracted usage levels (often based on historical volumes) within which the single per-kWh rate applies.
- *Material Adverse Change (MAC)* provisions that provide that material (either a specified percentage or at the supplier’s discretion) changes in a client’s usage patterns such as new or reduced operating hours, equipment changes, addition of on-site generation or demand response, legal/regulatory/RTO changes, etc. may result in rate changes.

There may be additional limitations and exceptions included in the supplier contract. Supplier contract terms are not set by Patriot Energy Group, Inc , but by each electricity supplier. Consult with your sales representative or your supply contract for provisions specific to you.

INDEX STRATEGY

The Index Power Purchasing Strategy is an electricity procurement strategy that features variable index-based pricing based on the day-ahead or real-time (or a combination of the two) price of electricity commodity for the client's load zone as set in the ISO/RTO market over the contract duration.

Index Strategies are comprised of a fully passed-through rate in which a small fixed administrative adder is charged, along with actual (variable) charges for electricity commodity, capacity, renewables, ancillaries, losses, ISO/RTO charges, governmental programs etc. Generally, Index Strategies are not subject to supplier early termination fees.

The attributes of supplier contracts obtained under this strategy include:

- Variable electricity commodity pricing;
- Capacity, Ancillaries, Renewables and other costs are passed through or included in a set adder at the time of contracting; and
- Contract durations can last up to 60 months.

For Index Strategies, the only fixed charge during the contract term is the administrative adder. All other rate components may vary each billing period. They include:

- Electricity Commodity
- Network Integrated Transmission Services ("NITS") (PJM)
- RTO Ancillaries
- Winter Reliability or similar programs (ISO-NE)
- Changes in Capacity (Capacity Tag or Capacity-Related RTO Charges)
- Changes in Laws, Rules, Governmental Programs, Market Structure or RTO Policies


If the Index Intro option is selected, then although the strategy is for the above-stated term of months, clients are permitted to terminate the strategy no later than the end of the third month (on no less than 45 days' notice to Patriot Energy Group, Inc at client.relationships@patriotenergygroup.com) without further commitment. If such election is made by the client, then the competitive supplier will be notified to terminate the supply contract and return the client to default/basic service. Otherwise, the strategy will continue to the above-stated term.

Electricity prices may be subject to substantial volatility based on various factors related to overall power market conditions. Variable rates may involve substantial direct and indirect costs, including but not limited to capacity and ancillary service costs. There may be other limitations and exceptions included in the supplier contract. Supplier contract terms are not set by Patriot Energy Group, Inc , but by each electricity supplier. Consult with your sales representative or your supply contract for provisions specific to you.

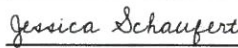
TERMS

The terms of this Power Purchasing Strategy ("PPS") are agreed upon by both Client and Patriot Energy Group, Inc ("Broker"), Client's agent. By signing below, Client grants Broker the exclusive right for sixty (60) days to choose and execute on Client's behalf, one or more competitive electricity supply contracts ("Supply Contracts") for the account numbers listed and consistent with the procurement strategy (i.e., the "Strategy") outlined above. During such time, Client agrees that Broker will be its exclusive broker and that it will not source directly or indirectly with a competitive supplier ("Supplier") or another intermediary. Client agrees that Broker has not represented and/or guaranteed that it will be able to place the Client's listed accounts with a Supplier on the terms and conditions set forth herein, but if it does, it will be, at a minimum, consistent with this PPS. If, during the Strategy Term, the Supplier, due to insolvency, bankruptcy, ISO/RTO default, change of law, or force majeure, fails to fulfill the Supply Contract(s), Broker will make commercially reasonable efforts to choose other Supply Contract(s) consistent with the above Strategy and Client agrees to execute and/or consents to Patriot executing on Client's behalf such Supply Contract(s). Prices above exclude all applicable taxes. Client agrees that it has disclosed to Broker in writing any materially significant information regarding its electricity supply requirements before executing this PPS, including any on-site power generation. Client expressly agrees that the identity of the Supplier is not material to its decision and that Broker need not reveal, prior to execution of Supply Contracts, the identity of Supplier. This PPS is not Client's contract for electricity supply; rather, Client's electricity supply will be governed exclusively by the Supply Contracts. To the extent permissible by state law and/or regulations, Client waives any PUC customer protection regulations. If Client wants to examine the Supply Contract(s) prior to execution, Client should make such request to Broker's representative in writing. Broker cannot guarantee Supplier's start date, as timing of meter read cycles, enrollment and Supply Contract processing, and factors beyond Broker's control may produce delays in supply starts. If Client does not receive a fully executed Supply Contract from the Supplier, Client should immediately request such documents from Broker. For the convenience of Client, fees for Broker's services to Client are included in Client's rate and are collected indirectly, through Supplier, during the term of the Supplier Contract(s), plus any holdovers, extensions, or auto-renewals thereof. Should Client breach or terminate early the competitive supply contract executed in reliance on this PPS, Client may be subject to Supplier early termination fees, and Client indemnifies and will defend Broker against any claims or losses resulting from such breach. If Client (1) breaches or terminates a Supply Contract before the time period specified above has elapsed from the commencement of electricity supply under the Strategy Term, the terms of this PPS, or the associated Appointment of Agent ("AOA") agreement; (2) causes one or more of the accounts listed in Addendum A, without Broker's consent, to no longer be subject to the Strategy or Supply Contract during the Strategy Term; or (3) otherwise acts in order to avoid payment of Client's fee to Patriot for any part of the Strategy Term, Client agrees to pay Broker the product of (a) \$0.005 and (b) the expected kilowatt-hours for such accounts remaining in the Strategy Term or such time that such accounts are not supplied by the Supply Contract. Client agrees that this amount is a reasonable approximation of harm resulting from Client's breach and not a penalty. Regardless of whether Client intends, at the end of a Strategy Term, to terminate a Supply Contract directly with a Supplier or have such termination executed by Broker, Client must notify Broker in writing no later than 90 days prior to beginning of the month in which the Strategy Term ends. If Client does not make such notification, time being of the essence, Broker will have the right, but is not obligated, to choose and execute for Client a month-to-month, fully variable, index-based, and fully pass-through Supply Contract and Client will be bound by such Supply Contract. After that time, Client must give at least 90 days' notice prior to the meter read date on which the Client intends to terminate a Strategy or Supply Contract. After Client signs this PPS, all notices or requests to Broker must be via email to client.relations@patriotenergygroup.com. This PPS incorporates by reference the most current AOA agreement as may be in effect between Client and Broker from time to time. Client represents that all information provided is complete and accurate, and that by signing, the undersigned represents that he/she is authorized to make competitive energy decisions for the Client.

CLIENT

Signature: 
Print Name: Charles Boyd
Title: Borough Manager
Date: 9/24/2020

BROKER

Signature: 
Print Name: Jessica Schaufert
Title: Senior Commercial Account Executive
Date: 9/24/2020

CTB

Initial Here: _____
Fixed/Index PPS - v.4.8.2020

Appointment of Agent

The undersigned Client along with Patriot Energy Group, Inc ("Agent") hereby establish this Appointment of Agent Agreement ("AOA") with the following terms:

Client appoints Agent as its exclusive representative to act in its name, place, and stead in any way which it could act with respect to researching energy products, servicing energy-related payables, negotiating, executing, signing, terminating, assigning, rescinding, and delivering, energy product and service agreements ("Energy Agreements") with competitive energy suppliers, brokers, sellers, utilities, or service providers ("Energy Providers") with respect to the accounts listed on Addendum A ("Accounts"), but only to the extent specified by Client in a Power or Gas Purchasing Strategy ("PPS/GPS") agreement or as instructed by Client. Client confirms its decision, if applicable, to change its service from the current supplier to a new supplier for the Accounts, and that that it can have only one energy supplier for each Account.

Client authorizes the release to Agent by its utility/distribution company or its current or past energy supplier(s) ("Client Vendors") at a minimum: (1) its historic usage, billing, and payment information, including copies of bills and (2) if applicable, any hourly interval or smart meter data for the one year period prior to the date hereof; and (3) future meter data and/or interval data to the suppliers, brokers, sellers, or service providers (collectively, "Client Data"). Client also authorizes Agent to establish on-line account access with such Client Vendors, in order to research Client Data. Client expressly authorizes Agent to share Client Data with any Energy Provider(s) necessary to carry out the above-enumerated duties, Client instructions, and/or an executed PPS/GPS pursuant to the authority granted herein.

Client acknowledges that Client is responsible for knowing its current supplier contract terms and expiration date, if applicable. Pursuant to this AOA, Client understands it is granting Agent an exclusive right to, among other things, enter into and sign Energy Agreements on Client's behalf, consistent with an executed PPS/GPS and Client agrees that it will be bound by such Energy Agreements.

Client agrees that Energy Providers and/or Client Vendors receiving a copy of this AOA should recognize Agent's authority to act. Client agrees that termination of this AOA will not be effective with respect to Agent or any recipient unless and until actual written notice of such termination is received by the Agent. All notices shall be delivered via email at client.relations@patriotenergygroup.com or by certified mail or overnight courier to Patriot Energy Group, Inc Attn: Customer Support, 209 Burlington Rd., Bedford, MA 01730 or such other address as Agent may specify. Client agrees that it is responsible for terminating or rescinding Energy Agreements with suppliers in a timely manner.

Client shall also release from liability, indemnify, defend, and hold harmless Agent against any claims or losses as a result of Agent's actions or lack thereof under this AOA, except for the willful misconduct or gross negligence of Agent. The parties agree that the liability of the other party is limited to direct, actual damages and that each party expressly waives any right to claim and/or recover statutory, multiple, incidental, consequential, special, or punitive damages, including those under Mass. Gen. Laws c. 93A, Tex. Bus. & Com. Code §17.41 or similar state laws.

Both parties agree that any and all claims or disputes resulting from, or disputes involving transactions conducted pursuant to, this AOA be resolved under the laws of Massachusetts (for Maine clients, laws of Maine) by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Such arbitration will be conducted by a single arbitrator in Bedford, MA. Such arbitrator will have the sole power to decide any preliminary questions of law, including, but not limited to, the arbitrability of any dispute. Any AAA fees and/or arbitrator costs of conducting the arbitration will be divided equally between the parties. Any information disclosed in the arbitration proceedings shall be confidential. Any necessary court proceedings shall be in the state courts in and/or for Middlesex County, MA and client agrees to the jurisdiction of said courts.

Both parties agree that all prior Appointment of Agent agreements relating to the Accounts are superseded; that amendments to this AOA must be in writing; this AOA and all information in it is confidential and may not be released without Agent's prior, written consent.

Client agrees that by listing an account number in Addendum A, Agent is authorized to enroll all associated subaccounts, PODs, service reference numbers, etc. except as instructed in writing by Client. Each party represents to the other that it has the requisite authority to sign this AOA and perform its obligations hereunder. If Client is a property management company acting on behalf of the property owner, it represents that it has the authority to execute this AOA and PPS/GPS for the term of the Energy Agreement stated on the PPS/GPS.

CORPORATE ADDRESS

Corporate Legal Name: Laffin Borough

Address: 47 Laffin Road

City: Laffin

State: PA

Zip: 18702

CLIENT


Signature: 

Print Name: Charles Boyd

Date: 9/24/2020

Title: Borough Manager

AGENT

Signature: 

Print Name: Jessica Schaufert

Date: 9/24/2020

Title: Senior Commercial Account Executive

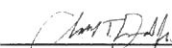
Addendum A

Company Name: Lafin Borough

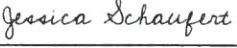
ACCOUNT INFORMATION

PRIMARY ACCOUNT NUMBER	METER #/POD ID/SECONDARY ACCT. NUMBER	SERVICE ADDRESS (OPTIONAL)
9375417001		
5883028005		
9100170008		
7441395005		
9387224007		

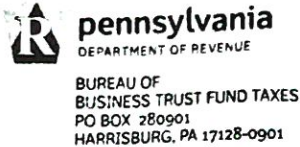
CLIENT

Signature: 
Print Name: Charles Boyd Date: 9/24/2020
Title: Borough Manager

BROKER

Signature: 
Print Name: Jessica Schaufert Date: 9/24/2020
Title: Senior Commercial Account Executive

PENNSYLVANIA EXEMPTION CERTIFICATE



CHECK ONE:

- STATE OR LOCAL SALES AND USE TAX
- STATE OR LOCAL HOTEL OCCUPANCY TAX
- PUBLIC TRANSPORTATION ASSISTANCE TAXES AND FEES (PTA)
- VEHICLE RENTAL TAX (VRT)

(Please Print or Type)

This form cannot be used to obtain a Sales Tax License Number, PTA License Number or Exempt Status.

Read Instructions On Reverse Carefully

THIS FORM MAY BE PHOTOCOPIED - VOID UNLESS COMPLETE INFORMATION IS SUPPLIED -

- CHECK ONE:**
- PENNSYLVANIA TAX UNIT EXEMPTION CERTIFICATE (USE FOR ONE TRANSACTION)
 - PENNSYLVANIA TAX BLANKET EXEMPTION CERTIFICATE (USE FOR MULTIPLE TRANSACTIONS)

Name of Seller, Vendor, or Lessor _____

Street _____ City _____ State _____ ZIP Code _____

NOTE: Do not use this form for claiming an exemption on the registration of a vehicle. To claim an exemption from tax for a motor vehicle, trailer, semi-trailer or tractor with the PA Department of Transportation, Bureau of Motor Vehicles, use one of the following forms:

- FORM MV-1 Application for Certificate of Title (first time registrations)
- FORM MV-4ST Vehicle Sales and Use Tax Return/Application for Registration (other registrations)

Property and services purchased or leased using this certificate are exempt from tax because: (Select the appropriate paragraph from the back of this form, check the corresponding block below and insert information requested.)

- 1. Property or services will be used directly and predominately by purchaser in performing purchaser's operation of: _____
- 2. Purchaser is a/an: Government Entity
- 3. Property will be resold under License Number _____. (If purchaser does not have a PA Sales Tax License Number, include a statement under Number 7 explaining why a number is not required.)
- 4. Purchaser is a/an: _____ holding Exemption Number _____
- 5. Property or services will be used directly and predominately by purchaser performing a public utility service.
 - PA Public Utility Commission PUC Number _____ and/or US Department of Transportation MC/MX _____
- 6. Exempt wrapping supplies, License Number _____. (If purchaser does not have a PA Sales Tax License Number, include a statement under Number 7 explaining why a number is not required.)
- 7. Other _____
(Explain in detail. Additional space on reverse side.)

I am authorized to execute this Certificate and claim this exemption. Misuse of this Certificate by seller, lessor, buyer, lessee, or their representative is punishable by fine and imprisonment.

Name of Purchaser or Lessee	Signature	EIN	Date
Laflin Borough		23-1992801	9/24/2020
Street	City	State	ZIP Code
47 Laflin Road	Laflin	PA	18702

- 1. ACCEPTANCE AND VALIDITY:**
For this certificate to be valid, the seller/lessor shall exercise good faith in accepting this certificate, which includes: (1) the certificate shall be completed properly; (2) the certificate shall be in the seller/lessor's possession within 60 days from the date of sale/lease; (3) the certificate does not contain information which is knowingly false; and (4) the property or service is consistent with the exemption to which the customer is entitled. For more information, refer to Exemption Certificates, Title 61 PA Code §32.2. An invalid certificate may subject the seller/lessor to the tax.
- 2. REPRODUCTION OF FORM:**
This form may be reproduced but shall contain the same information as appears on this form.
- 3. RETENTION:**
The seller or lessor must retain this certificate for at least four years from the date of the exempt sale to which the certificate applies.
DO NOT RETURN THIS FORM TO THE PA DEPARTMENT OF REVENUE.
- 4. EXEMPT ORGANIZATIONS:**
This form may be used in conjunction with form REV-1715, Exempt Organization Declaration of Sales Tax Exemption, when a purchase of \$200 or more is made by an organization which is registered with the PA Department of Revenue as an exempt organization. These organizations are assigned an exemption number, beginning with the two digits 75 (example: 75-00000-0).



SIGNATURE CERTIFICATE

TRANSACTION DETAILS

Reference Number
3FD21315-76AF-435F-A6B5-4857128BE18B

Transaction Type
Signature Request

Sent At
09/24/2020 14:11 EDT

Executed At
09/25/2020 11:40 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
5a37cced75a1934f6372f00dfb642c3f6efcd042d9a1ca1e30f77c8d8aa8a2991

DOCUMENT DETAILS

Document Name
Lafin Borough 12 2020 Start 48 Month Term Electric Paperwork

Filename
lafin_borough_12_2020_start_48_month_term_electric_paperwork.pdf

Pages
6 pages

Content Type
application/pdf

File Size
2.65 MB

Original Checksum
a0d181fad332e2bawfd85ca1f401a67c99f223a5b59f935ec0f94285a9b42c15

Signer Sequencing
Disabled

Document Passcode
Disabled

SIGNERS

SIGNER

Name
Charles Boyd

Email
lafinboro@comcast.net

Components
9

E-SIGNATURE

Status
signed

Multi-factor Digital Fingerprint Checksum
10131ff5c3755a1bc97d574b0c92826aa22b7a551f02d9bf90a75c1f7089de1be

IP Address
71.58.176.19

Device
Chrome via Windows

Drawn Signature

EVENTS

Viewed At
09/25/2020 11:34 EDT

Identity Authenticated At
09/25/2020 11:40 EDT

Signed At
09/25/2020 11:40 EDT



Signature Reference ID
EF2BC9C1

Signature Biometric Count
356

Name
Jessica Schaufert

Email
jschaufert@patriotenergygroup.com

Components
3

Status
signed

Multi-factor Digital Fingerprint Checksum
7f60c9a70f656405f311b0d2072007f946156c15a1fd4e0842cfad5e06hd031

IP Address
152.208.22.134

Device
Chrome via Windows

Typed Signature

Viewed At
09/24/2020 14:20 EDT

Identity Authenticated At
09/24/2020 14:21 EDT

Signed At
09/24/2020 14:21 EDT



Signature Reference ID
172DA58C

AUDITS

TIMESTAMP

09/25/2020 11:40 EDT

09/25/2020 11:40 EDT

09/25/2020 11:34 EDT

09/25/2020 11:27 EDT

09/25/2020 11:27 EDT

09/25/2020 11:27 EDT

09/24/2020 14:33 EDT

AUDIT

Charles Boyd (lafinboro@comcast.net) signed the document on Chrome via Windows from 71.58.176.19.

Charles Boyd (lafinboro@comcast.net) authenticated via email on Chrome via Windows from 71.58.176.19.

Charles Boyd (lafinboro@comcast.net) viewed the document on Chrome via Windows from 71.58.176.19.

Charles Boyd (lafinboro@comcast.net) was emailed a reminder.

Charles Boyd (lafinboro@comcast.net) was emailed a reminder.

Charles Boyd (lafinboro@comcast.net) was emailed a reminder.

Charles Boyd (lafinboro@comcast.net) viewed the document on Chrome via Windows from 71.58.176.19.

TIMESTAMP**AUDIT**

09/24/2020 14:21 EDT	Jessica Schaufert (jschaufert@patriotenergygroup.com) signed the document on Chrome via Windows from 152.208.22.134.
09/24/2020 14:21 EDT	Jessica Schaufert (jschaufert@patriotenergygroup.com) authenticated via email on Chrome via Windows from 152.208.22.134.
09/24/2020 14:20 EDT	Jessica Schaufert (jschaufert@patriotenergygroup.com) viewed the document on Chrome via Windows from 152.208.22.134.
09/24/2020 14:20 EDT	Jessica Schaufert (jschaufert@patriotenergygroup.com) was emailed a reminder.
09/24/2020 14:11 EDT	Charles Boyd (lafinboro@comcast.net) was emailed a link to sign.
09/24/2020 14:11 EDT	Jessica Schaufert (jschaufert@patriotenergygroup.com) created document 'lafin_borough_12_2020_start_48_month_term_electric_paperwork.pdf' on Chrome via Windows from 152.208.22.134.



Department Use Only

Agreement No: _____

User ID Code: _____

COPY

AGREEMENT TO AUTHORIZE
ELECTRONIC ACCESS TO PENNDOT SYSTEMS
(POLITICALSUBDIVISIONS)

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into this _____ day of _____, by and between the Commonwealth of Pennsylvania, acting through the Bureau of Project Delivery of the Department of Transportation, hereinafter referred to as DEPARTMENT,

Lafli^{AND} Borough
(NAME OF APPLICANT)

47 Lafli Road, Lafli, PA 18702-7213
(REGISTERED OR PRINCIPAL OFFICE LEGAL ADDRESS OF APPLICANT)

23-1992801
(FEDERAL ID NUMBER)

(570) 654-3323
(PRINCIPAL OFFICE PHONE NUMBER)

hereinafter referred to as APPLICANT, a political subdivision of the Commonwealth of Pennsylvania, acting through its proper officials.

WHEREAS, the APPLICANT desires to register as a DEPARTMENT business partner to be permitted electronic access to the **Engineering and Construction Management System** (hereinafter referred to as "System" whether singular or plural) for the purposes of entering information into and exchanging data with the System; and

WHEREAS, the DEPARTMENT, in furtherance of the powers and duties conferred on it by Section 2002 of the Administrative Code of 1929, as amended, 71 P.S. Section 512, to design and construct state highways and other transportation facilities and to enter into contracts for this purpose, is willing to permit the APPLICANT to electronically submit technical proposals, invoices, engineering plans, designs and other documents necessary to design and construct transportation projects as part of the DEPARTMENT'S program to use the System; and

WHEREAS, Sections 2001.1 of the Administrative Code of 1929, as amended (71 P.S. §§ 511.1) authorizes the DEPARTMENT, through the Secretary of transportation, to enter into all necessary contracts and agreements with the proper agencies of any governmental, federal, state or political subdivision, "for any purpose connected in any way with the Department of Transportation of the Commonwealth of Pennsylvania."

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises expressed in this document, and intending to be legally bound, the parties agree as follows:

1. The APPLICANT is responsible for furnishing and assuming the total costs of all software and hardware necessary to connect to the System. Such software shall include an operating system, an Internet browser and any software needed to operate a modem. The APPLICANT is responsible for the procurement and cost of any data communications lines required to connect to the System. The APPLICANT is responsible for the cost of telephone lines and usage.
2. The APPLICANT will permit access to the System as the DEPARTMENT shall direct.

3. The APPLICANT will implement appropriate security measures to insure that only authorized employees of the APPLICANT will have access to and enter data into the System. The APPLICANT agrees to assign only its current employees User Identification Internet System access codes ("User ID codes") provided to the APPLICANT by the DEPARTMENT. The APPLICANT agrees to assign a separate and distinct User ID code to each current employee who will concur in awards, sign contracts and approve payments. The APPLICANT agrees to accept full responsibility for controlling the User ID codes that the APPLICANT assigns to the employees of the APPLICANT. The APPLICANT agrees to deactivate an employee's User ID code immediately upon the employee's separation and/or dismissal from the employ of or association with the APPLICANT. The APPLICANT agrees that the APPLICANT'S employees may not share User ID codes. The APPLICANT agrees to be liable for the items negligently submitted under one of its assigned User ID codes and for the negligent submissions, actions or omissions of anyone using a User ID code of the APPLICANT or the APPLICANT'S employee.
4. The DEPARTMENT shall make provisions for the APPLICANT to obtain initial training for the System. This training may not include any non-System program topics, nor may it include training on any other computer hardware or software, including, but not limited to, operation of a personal computer.
5. The DEPARTMENT will make reasonable attempts (barring unforeseen interruptions due to calamity, natural disaster or technical impossibility) to make the System available for on-line access 24 hours per day, seven days per week. The DEPARTMENT will provide support only during normal business hours of the DEPARTMENT offices (7:30 AM until 4:30 PM.)
6. This Agreement shall continue until terminated by either Party, at any time, without cause, within fifteen (15) days upon receipt of written notice thereof. Any material breach of this Agreement by either Party shall entitle the other Party to terminate this Agreement without prejudice to its rights or remedies available at law or in equity. Upon termination or expiration of this Agreement, the APPLICANT shall cease and shall cause its users to cease attempts to access the System.
7. The APPLICANT shall comply with the current versions of the following:
 - Right to Know Law, attached as Exhibit A
 - Contractor Integrity Provisions, attached as Exhibit B
 - Americans with Disabilities Act, attached as Exhibit C
 - Contractor Responsibility Provisions, attached as Exhibit D
 - Nondiscrimination/Sexual Harassment Clause, attached as Exhibit E
 - Offset Provision, attached as Exhibit F
8. This Agreement embodies the entire understanding between the DEPARTMENT and APPLICANT and there are no contracts, agreements, or understanding with reference to the subject matter hereof which are not merged herein.

ATTEST:

Lafin Borough

(Print APPLICANT'S Name)

[Signature]

(Signature)

(Date)

Paul Bendonovich

Print Name

Council President

(Title)

BY:

[Signature]

(Signature)

10/13/20

(Date)

Charles Boyd

Print Name

Borough Manager

(Title)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY:

(DEPARTMENT Signatory and Date)

APPROVED AS TO LEGALITY AND FORM

BY:

Chief Counsel

DATE

Preapproved form:

OGC No. 18-FA-28.0

Approved OAG 05/06/2013

MAIL COMPLETED AGREEMENT TO:

System Registration

PA Department of Transportation

Bureau of Project Delivery, Systems Management Section

400 North Street, 7th Floor

Harrisburg, PA 17120

MUNICIPALITY/AUTHORITY RESOLUTION

LAFHIN BOROUGH #1
Resolution #8 of 20

BE IT RESOLVED by authority of the Lafhin Borough Council
(Borough Council, Board of Supervisors, etc.)

of the Lafhin Borough, Luzerne Co. County, and it is
(Municipality) (County)

hereby resolved by authority of the same, that the Borough Manager of
(Chairman or Designated Title)

said Municipality/Authority be authorized and directed to sign the attached Agreement

on its behalf and the Council President be authorized
(Secretary or Designated Title)

and directed to attest the same.

ATTEST: Lafhin Borough
(Name of Municipality)

[Signature]
(Signature and Title) Paul Banderawich
Council President

BY [Signature] Lafhin Borough
(Signature and Title) Manager
Charles Boyd

I, Charles Boyd, of the Lafhin Borough,

do hereby certify that the forgoing is a true and correct copy of the Resolution adopted

by Lafhin Borough Council at a regular meeting of the

Lafhin Borough Council held the 13th day

of October 2020.

Date: 10/13/20

[Signature] Lafhin Borough
(Signature and Title) Manager

(SEAL)

Exhibit A: Right to Know Law

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (RTKL) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
 - 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure; the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

Revised July 2, 2012

Exhibit B: Contractor Integrity Provisions

It is essential that those who seek to contract with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - a. **“Affiliate”** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - b. **“Consent”** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - c. **“Contractor”** means the individual or entity, that has entered into this contract with the Commonwealth.
 - d. **“Contractor Related Parties”** means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - e. **“Financial Interest”** means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - f. **“Gratuity”** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor’s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
 - g. **“Non-bid Basis”** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
 - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to

Contractor or that govern contracting or procurement with the Commonwealth.

- b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c.** Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e.** Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - (1)** been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2)** been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3)** had any business license or professional license suspended or revoked;
 - (4)** had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5)** been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will

determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- f.** Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of *the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g.** When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h.** Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i.** Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall

not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

- j.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

Exhibit C: Provisions Concerning The Americans With Disabilities Act

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, user a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the “*General Prohibitions Against Discrimination*,” 28 C.F.R. § 35.130, and all other regulations promulgated under *Title II of The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor’s failure to comply with the provisions of paragraph 1.

Exhibit D: Contractor Responsibility Provisions

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, y of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth if its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

EXHIBIT E: Nondiscrimination/Sexual Harassment Clause [Contracts]

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and

records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

9. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

10. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Exhibit F: Offset Provision

The Contractor agrees that the Commonwealth of Pennsylvania (Commonwealth) may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the contractor under any contract with the Commonwealth.