**LOWER PAXTON TOWNSHIP**
**BOARD OF SUPERVISORS**
TUESDAY, SEPTEMBER 15, 2020 - 7:00 PM,
425 PRINCE STREET, LOWER PAXTON, PA

CALL TO ORDER - CHAIRMAN HENRY

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

CHAIRMAN & BOARD MEMBERS' COMMENTS

MANAGER'S REPORT

OLD BUSINESS

ACTION ON AN EMERGENCY MEDICAL SERVICES RENEWAL AGREEMENT WITH SOUTH CENTRAL EMERGENCY MEDICAL SERVICES, INC. -***Mr. Gotshall***

ACTION ON ORDINANCE 20-09; AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT WITH COMCAST OF SOUTHEAST PENNSYLVANIA, LLC - ***Mr. Gotshall***

NEW BUSINESS

ACTION ON TOWNSHIP AND AUTHORITY PROPERTY AND CASUALTY INSURANCE RENEWALS - ***Paul Pugielli - Brown & Brown Insurance***

ACTION ON A RENTAL AGREEMENT WITH THE LOWER PAXTON AQUATICS CLUB (LPAC)- ***Mr. Gotshall***

ACTION ON CHANGE ORDER #1 WITH HOSLER ENTERPRISE FOR THE FRIENDSHIP CENTER HVAC RTU, PHASE 2 REPLACEMENT PROJECT - ***Mr. Gotshall***

ACTION ON APPLICATION FOR PAYMENT NO. 1 FROM HOSLER ENTERPRISE, INC. FOR THE FC HVAC RTU, PHASE 2 REPLACEMENT PROJECT- ***Mr. Gotshall***

ACTION ON CHANGE ORDER #1 WITH PENNSY SUPPLY FOR THE 2020 LPT PAVING PROJECT - ***Mr. Gotshall***

ACTON ON APPLICATION FOR PAYMENT NO. #3 TO PENNSY SUPPLY FOR THE 2020 LPT PAVING PROJECT - ***Mr. Gotshall***

ACTION ON A LEASE PURCHASE AGREEMENT WITH HEWLETT-PACKARD FINANCIAL SERVICES FOR THE LEASING OF LAPTOPS FOR POLICE DEPARTMENT VEHICLES - ***Mr. Gotshall***

ACTION TO APPOINT PAUL W. NAVARRO TO THE VACANCY ON THE LOWER PAXTON TOWNSHIP AUTHORITY BOARD - ***Chairman Henry***

SUBDIVISION AND LAND DEVELOPMENT

ACTION ON A PRELIMINARY/FINAL LAND DEVELOPMENT PLAN FOR A STORAGE BUILDING FOR THE DAUPHIN COUNTY TECHNICAL SCHOOL (PLAN #20-13) - ***Mr. Gotshall***

IMPROVEMENT GUARANTEES

PAYMENT OF BILLS - LOWER PAXTON TOWNSHIP & LOWER PAXTON TOWNSHIP AUTHORITY

ANNOUNCEMENTS

ADJOURN

**NEXT BOARD MEETING (Business Meeting), TUESDAY, OCTOBER 6, 2020; 7:00 P.M.**

**South Central**
**Emergency Medical Services, Inc.**

"An American Heart Association Award Recipient – Mission for LifeLine"

RECEIVED
AUG 28 2020

August 25, 2020

Brad Gotshall, Township Manager
425 Prince Street
Harrisburg, PA 17109

Dear Mr. Gotshall,

I hope this letter finds you doing well. As we quickly approach the end of year, I wanted to forward to you the Emergency Medical Services Renewal Agreement. As indicated in the renewal, there have been no changes or rate increases to the original agreement.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

*Jason Campbell*

Jason Q. Campbell, CCNRP
Chief & C.E.O.

Enclosure

8065 Allentown Blvd. • Harrisburg, PA 17112
717.671.4020 phone • 717.671.4026 fax
www.SouthCentralEMS.org
*"Perfection is our Standard"*

# Renewal of Emergency Medical Services Agreement

Date: August 25, 2020

**South Central Emergency Medical Services, Inc.** and **Lower Paxton Township** elect to renew the Emergency Medical Services Agreement as provided in the "Terms and Renewal" section of the original agreement. The parties elect to renew the Agreement for an additional period of two (2) years, commencing on January 1, 2021 and terminating on December 31, 2022.

***There will be NO additional fees and NO increase of contribution for this renewal period.***

Both parties will continue to abide by all other terms and conditions of the original Agreement, for the renewal term listed herein.

**SOUTH CENTRAL EMERGENCY MEDICAL SERVICES, INC.**

SIGN & DATE

By: _____

Date: 8/25/2020

**Lower Paxton Township**

By: _____

Date: _____

# ORDINANCE NO. 20-09

## ORDINANCE OF THE TOWNSHIP OF LOWER PAXTON AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE TOWNSHIP AND COMCAST OF SOUTHEAST PENNSYLVANIA, LLC

**WHEREAS**, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, the regulations of the Federal Communications Commission and Pennsylvania law, the Township of Lower Paxton (hereinafter the "Township") is authorized to grant franchises to construct, operate and maintain a cable system utilizing public rights-of-way and properties within the Township's jurisdiction; and

**WHEREAS,** Comcast of Southeast Pennsylvania, LLC ("Comcast") currently holds a cable franchise from the Township by virtue of a cable franchise agreement dated October 19, 2010; and

**WHEREAS,** Comcast has requested that the Township renew Comcast's franchise to maintain, construct and operate its Cable System over, under, and along the aforesaid public rights-of-way; and

**WHEREAS,** the aforesaid public rights-of-way used by Comcast are public properties acquired and maintained by the Township on behalf of the citizens of the Township, and the right to use said rights-of-way is a valuable property right; and

**WHEREAS,** the Township desires to protect and manage the aforesaid rights-of-way, establish standards of subscriber service, maintain a technologically advanced cable system, receive franchise fees for Comcast's use of the Township's public rights-of-way as provided by federal law, obtain the use of an educational and governmental channel, establish certain reporting requirements, obtain certain services, provide legal protections for the Township, and meet the current and future cable-related needs of its residents; and

**WHEREAS**, the Township held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator's past performance and identifying the Township's future cable-related community needs; and

**WHEREAS**, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

**WHEREAS,** the Township, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast's franchise according to the terms and conditions contained herein;

**NOW THEREFORE**, **BE IT ORDAINED** that the Township Board of Supervisors does hereby approve the cable franchise agreement negotiated with Comcast, including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement.

**ENACTED AND ORDAINED** this 15th day of September, 2020.

**ATTEST:**

_____
Chris Judd, Township Secretary

**BOARD OF SUPERVISORS**
**LOWER PAXTON TOWNSHIP**

_____
Lowman S. Henry, Chair

_____
Robin Lindsey, Vice Chair

_____
Chris Judd, Secretary

_____
Norman C. Zoumas, Treasurer

_____
XXXX

# CABLE FRANCHISE AGREEMENT

**BETWEEN**

**LOWER PAXTON TOWNSHIP**

**AND**

**COMCAST OF SOUTHEAST PENNSYLVANIA, LLC**

With assistance from:

Cohen Law Group
413 South Main Street - Third Floor
Pittsburgh, PA 15215
Phone: (412) 447-0130
www.cohenlawgroup.org

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# CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the "Agreement") is by and between Lower Paxton Township, a municipality located in Dauphin County, Pennsylvania (hereinafter referred to as the "Township") and Comcast of Southeast Pennsylvania, LLC (hereinafter referred to as "Comcast").

**WHEREAS**, pursuant to Title VI of the Communications Act, the regulations of the Federal Communications Commission (hereinafter referred to as the "FCC") and Pennsylvania law, the Township is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the Township's jurisdiction; and

**WHEREAS**, Comcast currently holds a cable franchise from the Township by virtue of a cable franchise agreement dated October 19, 2010; and

**WHEREAS**, Comcast has requested that the Township renew Comcast's franchise to maintain, construct, operate, and maintain its Cable System over, under and along the aforesaid rights-of-ways for use by the Township's residents; and

**WHEREAS,** the aforesaid Public Rights-of-Way used by Comcast are public properties acquired and maintained by the Township on behalf of the citizens of the Township, and the right to use said rights-of-way is a valuable property right; and

**WHEREAS,** the Township desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, maintain a technologically advanced Cable System, receive Franchise Fees for Comcast's use of the Township's public rights-of-ways as provided by federal law, obtain the use of an educational and governmental channel, establish certain reporting requirements, obtain certain complimentary services, provide legal protections for the Township, and meet the current and future cable-related needs of its residents; and

**WHEREAS**, the Township held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator's past performance and identifying the Township's future cable-related community needs; and

**WHEREAS**, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

**WHEREAS,** the Township, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast's franchise according to the terms and conditions contained herein;

**NOW THEREFORE,** in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Township and Comcast agree as follows:

## SECTION 1
## DEFINITIONS

The following terms used in this franchise shall have the following meanings:

(a) Affiliated Entity - Any persons(s) or entity(ies) who own or control, are owned or controlled by or are under common ownership or control with Comcast of Southeast Pennsylvania, LLC, but does not include Affiliated Entities that are not involved with the use, management, operation, construction, repair and/or maintenance of Comcast Corporation's cable systems.

(b) Basic Service - The service tier that includes at least the retransmission of local broadcast television signals.

(c) Cable Act - Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992 and the Telecommunications Act of 1996, as it may, from time to time, be further amended.

(d) Cable Service or Service - The one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Cable System or System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Township but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; (5) any facilities of any electric utility used solely for operating its electric utility systems;

(f) Channel - A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by FCC regulation.

(g) Complaint - Any written (including electronic) or oral communication by a Subscriber expressing dissatisfaction with Comcast's operation of its Cable System that is within Comcast's control and requires a corrective measure on the part of Comcast or its contractors or subcontractors.

(h) Communications Act - The federal Communications Act of 1934, as amended, and as it may, from time to time, be further amended.

(i) Drop - The coaxial or fiber optic or other cable that connects a home or building to the Cable System.

(j) Educational and Governmental (EG) Channel - An access channel that consists of local, educational and/or governmental programming.

(k) Emergency - A condition that either (1) constitutes a clear and immediate danger to the health, welfare, or safety of the public; or (2) has caused or is likely to cause the Cable system in the Public Rights-of-Way to be unusable and result in loss of the services provided.

(l) FCC - Federal Communications Commission.

(m) Force Majeure - Acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of materials or equipment; extraordinary make ready costs; partial or entire failure of utilities or other event that is reasonably beyond Comcast's ability to anticipate or control.

(n) Franchise - The authorization granted by the Township to construct, operate and maintain a Cable System within the corporate limits of the Township as embodied in the terms and conditions of this Agreement.

(o) Franchise Fee - The fee that Comcast remits to the Township pursuant to Section 622 of the Cable Act, 47 U.S.C. §542, and Section 6.1 of this Agreement.

(p) Gross Revenues - All revenue received by Comcast or its Affiliated Entities arising from, attributable to, or in any way derived from the operation of Comcast's Cable System in the Township to provide Cable Services, as calculated in accordance with generally accepted accounting principles ("GAAP"). Gross Revenues shall include, but are not limited to, the following:

(1) Basic Service fees;
(2) fees charged to Subscribers for any Cable Service tier other than Basic Service;
(3) fees charged for premium Cable Services;
(4) fees for all digital video tiers;
(5) fees for video-on-demand;
(6) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;
(7) revenue from the provision of any other Cable Services;
(8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Cable Service.
(9) fees for changing any level of Cable Service programming;

(10) fees for service calls pertaining to Cable Services;
(11) inside wire maintenance fees for Cable Services;
(12) service plan protection fees for Cable Services;
(13) convenience fees;
(14) early termination fees on Cable Services;
(15) fees for Leased Access Channels;
(16) charges based on the sale or lease of any portion of the Cable System for Cable Service;
(17) rental or sales of any and all equipment, including converters and remote control devices;
(18) advertising revenues attributable to the local Cable System and Cable Services;
(19) revenues or commissions from locally-derived home shopping channels;
(20) broadcast retransmission fees;
(21) regional sports fee;
(22) late payment fees on Cable Services;
(23) billing and collection fees on Cable Services;
(24) NSF check charges; and
(25) Franchise Fees.

Gross Revenue shall not include refundable deposits, investment income, programming launch support payments, nor any taxes, or other fees or assessments imposed or assessed by any governmental authority. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with generally accepted accounting principles, provided however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in the Gross Annual Revenues in the period so collected. In the event of any dispute over the classification of revenue, the Township and Comcast agree that reference should be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB").

(q) HD - High definition format.

(r) Leased Access or Commercial Access Channel - Any channel on Comcast's Cable System designated for use by any entity that is unaffiliated with Comcast pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.

(s) Multiple Dwelling Units or MDU's - Any building, buildings or area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for three (3) or more households.

(t) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(u) Normal Operating Conditions - Business conditions within Comcast's service department which are within the control of Comcast. Those conditions that are not within the control of Comcast include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions or other conditions of Force Majeure.

(v) Outlet - An interior receptacle that connects a television set to the Cable System.

(w) Public Buildings – shall mean the Township Building, police stations, fire companies, public works buildings, and water and sewer authorities. Public Buildings shall not include buildings owned by the Township but leased to third parties, or buildings, such as storage facilities, at which government employees are not regularly stationed, or to facilities used by a private service provider, such as a private ambulance company.

(x) Public Rights-of-Way - The surface and the area across, in, over, along, under and upon the public streets, roads, lanes, avenues, alleys, sidewalks, bridges, highways and other rights-of-way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Township.

(y) Programming - Any video or audio signal carried over the Cable System that is generally considered comparable to programming provided by a television broadcast station.

(z) Service Interruption - The loss of picture or sound on all Cable Service channels.

(aa) Subscriber - A person or entity who contracts with Comcast for, and lawfully receives, the video signals and Cable Services distributed by the Cable System.

## SECTION 2
## GRANT OF FRANCHISE

### 2.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Pennsylvania law, the Township hereby grants a non-exclusive and revocable franchise to Comcast. Subject to the terms and conditions contained herein, the Township hereby grants to Comcast the authority to construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other equipment as is necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, including property over which the Township has a sufficient easement or right-of-wa to provide Cable Services. Nothing herein shall preclude Comcast from offering any other service over the Cable System as may be lawfully allowed.

## 2.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of ten (10) years commencing on the date when fully executed by both parties, (the "Effective Date"), unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

## 2.3 REPRESENTATIONS AND WARRANTIES

(a) Comcast represents, warrants and acknowledges that, as of the Effective Date:

(1) Comcast is duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania;

(2) Comcast has the requisite approval from the applicable federal and state agencies;

(3) There is no action or proceeding pending or threatened against Comcast which would interfere with its performance or its ability to perform the requirements of this Agreement;

(4) Pursuant to Section 625(f) of the Cable Act, as of the Effective Date, the performance of all terms and conditions in this Agreement is commercially practicable.

## 2.4 NON-EXCLUSIVITY

This Franchise granted to Comcast shall be non-exclusive. Nothing in this Agreement shall affect the right of the Township to grant other Franchises to construct, operate or maintain a Cable System.

## 2.5 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal, state and generally applicable local laws and regulations. This Franchise is further subject to all generally applicable ordinances and resolution of the Township. Without waiving any of its rights, the Township agrees that, to the extent any term of this Agreement is inconsistent with the terms of any Township cable franchise ordinance existing as of the Effective Date, this Agreement shall control.

## 2.6 COMPETITIVE EQUITY

(a) Comcast acknowledges and agrees that the Township reserves the right to grant one or more additional franchises to construct, operate, and maintain a Cable System within the Township.

(b) The Franchise granted to Comcast is non-exclusive; however, if the Township grants a subsequent franchise or other authorization to provide similar wired video services, that,

when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent provider than this Agreement is to Comcast, then Comcast may request an amendment to this Agreement to provide Comcast with competitive equity. If, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise is more favorable or less burdensome, then the Township and Comcast shall enter into good faith negotiations in order to modify this Agreement to the mutual satisfaction of both parties to provide Comcast with such competitive equity.

(c) In the event an application for a new Franchise for Cable Service is submitted to the Township proposing to serve Subscribers within the Township, then the Township shall notify Comcast in writing of the submission of the application.

## SECTION 3
## SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

### 3.1 TECHNICAL REQUIREMENT

(a) Comcast shall operate, maintain, construct and extend the Cable System so as to offer Cable Services throughout all parts of the Township where the density requirements of Section 3.2 are met. The Cable Service provided by the Cable System shall be delivered in accordance with applicable FCC standards and the Cable Act. The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the Commonwealth of Pennsylvania and the generally applicable laws, ordinances and construction standards of the Township.

(b) Stand-by power at the headend(s) shall be provided in the event of a service interruption. Stand-by power must activate automatically upon the failure of commercial utility power.

### 3.2 AREA TO BE SERVED

(a) Comcast shall make Cable Service available to every dwelling occupied by a person requesting Cable Service provided that Comcast is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Comcast shall extend the Cable System beyond that which exists on the Effective Date into all areas within the Township, unserved by another wireline video provider, where there is a minimum of twenty-five (25) dwelling units per linear plant mile of aerial cable and fifty (50) dwelling units per underground mile of cable, calculated from the end of the main distribution line from which a usable Cable Service signal can be obtained. For purposes of this section, a home shall only be counted as a “dwelling unit” if such home is within two hundred seventy-five (275) feet of the nearest distribution pole line within the public right of way. Upon written request from the Township, Comcast shall conduct a survey to determine the number of dwelling units in the requested area and shall inform the Township of the survey results and applicable costs to extend Service to the area. In those areas meeting the minimum density standard, Comcast shall

commence construction within ninety (90) days after all necessary permits and pole attachment licenses are obtained. Subject to Force Majeure, Comcast will make best efforts to complete the construction of said extension within six (6) months from the issuance of all necessary permits and pole attachment licenses. Comcast's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities, weather permitting.

(b) Any dwelling unit within one hundred twenty-five (125) feet aerial distance from the main distribution line shall be entitled to a standard installation rate. For any dwelling unit in excess of one hundred twenty-five (125) feet or that requires an underground installation, Comcast shall extend the Cable Service if the Subscriber pays Comcast the actual cost of installation from its main distribution system with such cost being only the incremental portion beyond one hundred twenty-five (125) feet for aerial installations.

(c) The Township has the authority to require Comcast to place wires and/or equipment underground, provided that the Township imposes such requirement on all similarly situated entities. All installations of wires and/or equipment by Comcast shall be underground in those areas of the Township where the wires and/or equipment of similarly situated entities (i.e. telephone and electric utilities) are underground; provided, however, that such underground locations are capable of accommodating Comcast's facilities without technical degradation of the Cable System's signal quality. Comcast shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals.

(d) In the event that public or private funds are made available to pay for such underground projects, Comcast shall be included by the Township for such funds, if permitted to do so under applicable law. In the event that Comcast is required to place existing aerial plant underground, Comcast reserves its right to pass any remaining costs in excess of any such available public or private funds through to Subscribers if and to the extent allowed by applicable law.

## 3.3 CABLE SYSTEM SPECIFICATIONS

(a) Comcast has designed, constructed, and shall maintain a Cable System that has been built for digital television standards.

(b) Comcast reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild, upgrade, redesign or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System as set forth in Section 3.1.

## 3.4 SYSTEM TESTS

(a) Comcast shall be responsible for ensuring that its Cable System is designed, installed and operated in a manner that fully complies with applicable FCC technical standards. Upon a showing of a pattern of Subscriber Complaints regarding signal quality or a determination of non-compliance related to signal quality through a compliance review under Section 5.2 herein,

Comcast, upon written request by the Township, shall perform applicable tests to determine compliance with FCC technical standards. Comcast shall provide a report to the Township within thirty (30) days of completion of a Township-requested test that describes the results of the test. If any test under this Section indicates that the Cable System fails to meet applicable FCC requirements, Comcast shall take such corrective measures as are necessary to correct any failure and to prevent their recurrence as far as is possible.

(b) Upon sixty (60) days' written request to Comcast, the Township may inspect the Cable System at any time to ensure compliance with this Agreement and applicable law, including to ensure that the Cable System is constructed and maintained in a safe condition. The Township reserves the right, upon at least sixty (60) days' written notice to Comcast, to conduct a technical audit of the Cable System.

## 3.5 EMERGENCY ALERT SYSTEM

Comcast shall comply with the Emergency Alert System requirements of the FCC.

## 3.6 SERVICES FOR SUBSCRIBERS WITH DISABILITIES

Comcast shall comply with all applicable federal regulations, including the Communications Act of 1934, as amended, that ensure the provision of Cable Services and related equipment are accessible to and usable by persons with disabilities.

## 3.7 SERVICE TO MULTIPLE DWELLING UNITS ("MDU's")

Comcast and the Township hereto acknowledge and agree that installation and provision of Cable Service to MDU's are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and Comcast, which negotiations shall be conducted in accordance with the procedures set forth in the Cable Act, as amended, applicable FCC regulations and applicable Pennsylvania law.

## 3.8 REPAIRS AND RESTORATION

(a) Whenever Comcast or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private property, the same shall be replaced and the surface restored in as reasonably good condition as before the disturbance within twenty (20) business days of the completion of the disturbance, weather permitting. Upon failure of Comcast to comply within the time specified and the Township having notified Comcast in writing of the restoration and repairs required, the Township may cause proper restoration and repairs to be made and the expense of such work shall be paid by Comcast upon demand by the Township.

(b) Whenever Comcast or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the Township if required for the proper installation, operation and maintenance of such equipment, cable, or

wires. Comcast shall promptly repair and restore any public or property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within twenty (20) business days, weather permitting.

(c) Comcast's operation, construction, repair and maintenance personnel, including all contractors and subcontractors, shall be trained in the use of all equipment and the safe operation of vehicles. Such personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the Cable System shall be inspected in accordance with such applicable federal, state and local laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operating and maintenance personnel. Comcast shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Township or any public utility serving the Township.

(d) Should a public safety emergency occur as a result of, incident to, or connected with operation, construction, repair, or maintenance activities by Comcast personnel, including all contractors and subcontractors, then such personnel shall immediately contact the applicable public safety emergency dispatcher (e.g. 9-1-1).

(e) Whenever Comcast or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Pennsylvania One Call System prior to any such disturbance. Comcast shall adhere to any additional undergrounding requirements which the Commonwealth may establish in the future. Comcast shall adhere to all requirements of the Pennsylvania Underground Utility Line Protection Act.

(f) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Township, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair in accordance with customary industry standards and practices.

## 3.9 SERVICE AREA MAPS

Upon thirty (30) days written request, Comcast shall permit the Township to view a complete set of Comcast service area strand maps of the Township on which shall be shown those areas in which facilities exist and the location of streets. The strand maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Such viewing by Township officials shall be at a mutually agreed time and location. Should the Township wish to obtain such strand maps of the Township for its exclusive use, Comcast shall provide such maps within thirty (30) days of a written request, but no more than once annually and only after the Township and Comcast have executed a non-disclosure agreement as such maps are confidential and proprietary pursuant to Section 5.1 of this Agreement.

## 3.10 DISCONNECTION AND RELOCATION

(a) Comcast shall, at no cost to the Township, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other

public way or place, any of its property as required by the Township or its designee by reason of traffic conditions, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure, or any other reason related to public health, safety and welfare.

(b) In requiring Comcast to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Township shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity utilizing the Public Rights of Way, including with respect to potential reimbursement of costs.

## 3.11 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at any time, in case of fire or other disaster in the Township, it shall be necessary, in the reasonable judgment of the Township or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the Township shall have the right to do so without cost or liability, provided that, wherever possible, the Township shall give Comcast notice and the ability to relocate wires, cable or other equipment.

(b) In cutting or moving any of the wires, cable or equipment of the Cable System in the event of fire or other disaster, the Township shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity.

## 3.12 TREE TRIMMING

(a) Comcast, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Comcast. Any such tree trimming shall only be performed in accordance with applicable laws and regulations.

(b) If Comcast or its agents, including contractors and subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and/or maintenance of its equipment, it shall apply to the Township for permission, with the exception of Emergency situations as defined in Section 1(k), and if permission is granted, shall perform such cutting and removal in accordance with the regulations of the Township.

## 3.13 CHANNEL CAPACITY

Comcast shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by applicable federal and state law and regulations.

## 3.14 BROADCAST CHANNELS

To the extent required by federal law, Comcast shall provide all Subscribers with Basic Service including, but not limited to: a) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; b) the signals of qualified non-commercial

educational television signals carried in fulfillment of the requirements of Section 615 of the Cable Act; and c) any Educational and Governmental Channel pursuant to Section 611 of the Cable Act. All such signals shall be delivered to Subscribers in accordance with FCC technical specifications.

### 3.15 SIGNAL SCRAMBLING

Comcast shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

### 3.16 CONTINUITY OF SERVICE

Subscribers shall continue to receive Cable Service from Comcast provided their financial and other obligations to Comcast are honored. Subject to Force Majeure provisions in Section 9.1, Comcast shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Comcast shall use its best efforts to interrupt service only during periods of minimum use. When necessary service interruptions of more than twenty-four (24) hours can be anticipated, Comcast shall notify Subscribers in advance of such service interruption along with providing Subscribers with a pro-rata credit for the time of such service interruption.

## SECTION 4
## SUBSCRIBER SERVICE STANDARDS

### 4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

(a) Comcast shall provide and maintain a toll free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to Subscriber telephone inquiries during Normal Business Hours. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(b) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a Subscriber representative, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time, measured on a quarterly basis. Under Normal Operating Conditions, the Subscriber shall receive a busy signal less than three percent (3%) of the time.

(c) Comcast will not be required to perform surveys to measure compliance with the telephone answering standards above unless a historical record of Complaints indicates a clear failure to comply. If the Township determines, after receiving Complaints itself and/or receiving a record of Complaints made to Comcast in accordance with Sections 4.5 and/or 5.7(a), that there is a clear failure to comply with the telephone answering requirements above, the Township shall

notify Comcast in writing that it must measure its compliance with these requirements for the next three months and report to the Township the results of such monthly average measurements.

## 4.2 INSTALLATIONS AND SERVICE CALLS

(a) Comcast shall maintain a staff of employees sufficient to provide adequate and prompt service to its Subscribers. Comcast shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Comcast employee or agent, including any subcontractor, shall prominently display the Comcast or Xfinity logo.

(b) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those aerial installations that are located up to one hundred twenty-five (125) feet from the existing main distribution line.

(c) Upon scheduling of appointments with the Subscriber for installations, service calls and other activities, Comcast shall provide the Subscriber with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Comcast may schedule service calls and installation activities outside of Normal Business Hours at a time that is convenient for the Subscriber.

(d) Comcast may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the Subscriber must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the Subscriber.

## 4.3 NOTICES

(a) In accordance with applicable federal law, Comcast shall provide written information to each Subscriber upon initial subscription, and at least annually to Subscribers and at any time upon request, regarding each of the following areas:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Channel positions of programming carried on the Cable System;

(4) Installation and service maintenance policies;

(5) Instructions on how to use the Cable Service and any converters;

(6) Billing and Subscriber complaint procedures;

(7) A notice of Subscriber privacy rights as required by federal law.

(b) In accordance with applicable law, Comcast shall notify Subscribers and the Township in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes provided that such change is within the control of Comcast. Comcast shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, Franchise Fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the Commonwealth of Pennsylvania or the Township on the transaction between Comcast and the Subscriber. Advance notice is not required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the Subscriber.

(c) The written notices required by this section may be provided electronically as permitted by 47 C.F.R. § 76.1600.

## 4.4 BILLING

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, and shall include all applicable service tiers, equipment charges and any installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.

(b) The Township hereby requests that Comcast omit the Township's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

## 4.5 SUBSCRIBER COMPLAINT PROCEDURES

Comcast shall establish clear written procedures for resolving all Subscriber Complaints, which shall include at least the following:

(a) Comcast shall provide the Subscriber with a written response to a written Complaint within thirty (30) days of its receipt at the local business office. Such response shall include the results of its inquiry into the subject matter of the Complaint, its conclusions based on the inquiry, and its decision in response to the Complaint.

(b) If the Township is contacted directly about a Subscriber Complaint, it shall notify Comcast promptly and in writing. When Comcast receives such notification, Comcast shall respond in writing within the time period specified in Section 4.5(a).

(c) Any Subscriber who, in good faith, disputes all or part of any bill sent by Comcast has the option of withholding the disputed amount, without a late fee or disconnection, until Comcast has investigated the dispute in good faith and has made a determination that the amount is owed provided that:

(1) The Subscriber provides a written Complaint to Comcast in a timely fashion and includes identifying information;

(2) The Subscriber pays all undisputed charges;

(3) The Subscriber cooperates in determining the appropriateness of the charges in dispute; and

(4) It shall be within Comcast's sole discretion to determine when the dispute has been resolved.

(d) In accordance with applicable law, Comcast shall maintain Subscriber Complaint records for inspection by the affected Subscriber, which shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution.

## 4.6 DISCONNECTION

Comcast may disconnect or terminate a Subscriber's service for cause:

(a) If at least thirty (30) days have elapsed from the due date of the bill that Subscriber has failed to pay; and

(b) If Comcast has provided at least ten (10) days' notice to the affected Subscriber prior to disconnection, specifying the effective date after which Cable Services are subject to disconnection; and

(c) If there is no pending written dispute with Comcast regarding the bill; or

(d) If at any time and without notice, Comcast determines in good faith that Subscriber has tampered with or abused Comcast's equipment or service, is engaged in theft of Cable Service or has exhibited violent or threatening behavior toward its employees.

## 4.7 SERVICE INTERRUPTIONS

(a) Excluding conditions beyond its control, Comcast shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the Service Interruption becomes known and shall pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Comcast. All other service calls not affecting public health, safety or welfare shall occur within a maximum of forty-eight (48) hours after notice to Comcast or scheduled at the convenience of the Subscriber.

(b) In the event that there is a Service Interruption to any Subscriber for six (6) or more consecutive hours and upon receipt of written or credible oral request, Comcast shall grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during

the next consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

## 4.8 PRIVACY

Comcast shall comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations. Comcast shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personally-identifiable Subscriber information is handled and protected strictly in accordance with this policy and all applicable laws and regulations.

# SECTION 5
# REGULATION BY THE TOWNSHIP

## 5.1 RIGHT TO INSPECT AND PROTECTION OF PROPRIETARY INFORMATION

(a) The Township shall have the option, upon thirty (30) business days' written notice and during Normal Business Hours, to inspect at the notice location for Comcast specified in Section 9.3, all documents, records and other pertinent information maintained by Comcast which relate to the terms and conditions of this Agreement for the purpose of verifying compliance with the terms and conditions of this Agreement and applicable law.

(b) In addition, Comcast shall maintain for inspection by the public and the Township all records required by the FCC and as specified in 47 C.F.R. § 76.305 in the manner specified therein.

(c) Notwithstanding anything to the contrary set forth herein, all information specifically marked by Comcast as proprietary or confidential in nature and furnished to the Township or its designated representatives shall be treated as confidential by the Township so long as it is permitted to do so under applicable law. Representatives and/or agents of the Township may be requested to execute a non-disclosure agreement prior to the provision by Comcast of certain confidential information, provided such representatives and/or agents are permitted to do so under applicable law. Information and documentation marked by Comcast as proprietary or confidential shall include a brief written explanation as to its proprietary nature or confidentiality subject to review by the Township. The Township and its officially designated representatives agree in advance to treat any such information or records which Comcast reasonably deems would provide an unfair advantage for Comcast's competitors (e.g. system design maps, engineering plans, programming contracts, etc.) as confidential so long as permitted to do so under applicable law and only to disclose it to Township employees, agents, or representatives who have a need to know or in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the Township acting in their official capacity for information related to the franchise and marked by Comcast as confidential and/or proprietary, the Township shall timely notify Comcast of such request and shall cooperate with Comcast in protecting its proprietary and confidential information to the extent permitted by applicable law. Comcast shall not be required to provide Subscriber information in violation of

Section 631 of the Cable Act, or information which is not relevant to regulation of the franchise (e.g. employee files, tax returns, etc.).

## 5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

Not more than twice during the term of this Agreement, the Township or its representatives may conduct a full compliance review with respect to whether Comcast has complied with the material terms and conditions of this Agreement so long as it provides Comcast with forty-five (45) days written notice in advance of the commencement of any such review. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is (are) under review, so that Comcast may organize the necessary records and documents for appropriate review by the Township. Within thirty (30) days of a written request, Comcast shall provide the Township with copies of records and documents related to the cable compliance review. The period for any such review shall be for not more than the sixty (60) months immediately previous to the notice. The Township shall promptly inform Comcast in accordance with Section 8.1 of any alleged non-compliance issues that result from the compliance review.

## 5.3 RESERVED AUTHORITY

The Township reserves the regulatory authority arising from the Cable Act and any other applicable federal or state laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the Township's authority, rights and privileges it now holds, or which hereafter may be conferred upon it, including any right to exercise its police powers in the regulation and control of the use of the Public Rights-of-Way.

## 5.4 POLICE POWERS

Comcast's rights under this Agreement are subject to the police powers of the Township to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement. If the Township's exercise of the police power results in a material alteration of the terms and conditions of this Agreement, then the parties shall negotiate amendments in good faith to this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects on Comcast of the material alteration.

## 5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

Nothing in this section or in this Agreement shall be construed to limit the authority of the Township to impose any tax, fee or assessment of general applicability. Such taxes, fees or assessments shall be in addition to Franchise Fees.

## 5.6 PERMITS

Comcast shall apply to the Township for all generally-applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit, the issuance of which shall not be unreasonably withheld by the Township.

Comcast shall not be required to obtain permits for Cable Service drops for individual Subscribers or for servicing or installation of pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Comcast shall pay any and all required permit fees.

## 5.7 REPORTING

In addition to the other reporting requirements contained in this Agreement, upon written request, Comcast shall provide the following reports to the Township:

(a) Subscriber Complaint Reports

Within thirty (30) days of a written request and no more than once per year, Comcast shall submit to the Township a report showing the number of Complaints, as defined in Section 1(g), that required a service call, originating from the Township and received during the previous 12-month reporting period, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved and summary descriptions of the resolutions.

In addition, and upon written request, Comcast shall provide a report containing at least the following statistical information for the previous 12-month period:

(1) Number of repair service requests received;

(2) Breakdown by type of complaint received (i.e. complete outage, snowy picture, etc.);

(3) Breakdown by cause of problem (i.e. subscriber equipment, drop/converter, system, etc.);

(4) Number of known service interruptions in excess of thirty (30) minutes and the approximate length of time of each such interruption

(b) Government Reports

Comcast shall provide to the Township, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Comcast has submitted to any federal, state or local regulatory agencies if such documents relate specifically to Comcast's Cable System within the Township. Comcast shall provide copies of such documents no later than thirty (30) days after their request.

## SECTION 6
## COMPENSATION TO THE TOWNSHIP

### 6.1 FRANCHISE FEES

Comcast shall pay to the Township an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the Township. Comcast shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability, unless required by law. The Township may amend the Franchise Fee upon written notice to Comcast provided that the Franchise Fee may not exceed the maximum percentage permitted by law. A copy of the Resolution or Ordinance authorizing the Franchise Fee rate adjustment by the Township shall accompany such written notice. Any change in Comcast's Franchise Fee obligation contained herein shall commence within ninety (90) days from such written notice.

### 6.2 QUARTERLY PAYMENTS

Franchise Fee payments to the Township under this provision shall be computed at the end of each calendar quarter. Such payments shall be made within forty-five (45) days following the end of each of the first three calendar quarters and sixty (60) days after the fourth calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and March 1 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate, as published by the Wall Street Journal, shall be added to the amount of Franchise Fee revenue due to the Township. The interest rate shall be applied as described from the date such Franchise Fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the Township may have for additional sums payable under this Agreement. Upon request and if mutually agreeable, Comcast shall deposit the Franchise Fee payments electronically into an account as designated by the Township.

### 6.3 QUARTERLY REPORTS

Within ten (10) days of each Franchise Fee payment described in Section 6.2 above, Comcast shall provide a written report containing an accurate statement of Comcast's Gross Revenues received for Cable Services for each calendar quarter in connection with the operation of Comcast's Cable System and showing the basis for the computation of fees. Specifically, the report shall contain line items for sources of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Comcast.

### 6.4 FRANCHISE FEE REVIEW

Not more than twice during the franchise term, the Township shall have the right to conduct a Franchise Fee review or audit of Comcast's records reasonably related to the sources, amounts and computation of Gross Revenues. Any such Franchise Fee review or audit shall occur within

sixty (60) months from the date the Township receives such payment, after which period any such payment shall be considered final. Within thirty (30) days of a written request, Comcast shall provide the Township with copies of financial records related to the Franchise Fee review or audit.

(a) In the event of an alleged underpayment, the Township shall provide Comcast with a written statement indicating the basis for the alleged underpayment. If the Franchise Fee review or audit reveals that there have been no underpayments, the Township shall provide written notice to Comcast indicating that no underpayments were found and that the Franchise Fee review is closed. Comcast shall have thirty (30) days from the receipt of the statement regarding an alleged underpayment to provide the Township with any written objection to the results of the Franchise Fee review, including any substantiating documentation. Based on this exchange of information, the Township shall make a final determination of the underpayment(s), if any, within thirty (30) days of Comcast's objection and shall provide Comcast with written notice of the determination. If Comcast disputes the Township's final determination, it may submit the dispute to mediation or arbitration within thirty (30) days of receiving the Township's written notice of determination. In the event that Comcast fails to submit the matter to mediation or arbitration within the required time period, the Township's final determination shall be binding on Comcast.

(b) Any Franchise Fee payment due to the Township as a result of the Franchise Fee review shall be paid to the Township by Comcast within forty-five (45) days from the date the Township notifies Comcast of its final determination, or if the matter is submitted to mediation or litigation, within forty-five (45) days from the final disposition of such action. If the Franchise Fee review shows that Franchise Fees have been underpaid, then Comcast shall pay the underpaid amount plus interest from the due date equal to the then-current prime rate of interest as published in *The Wall Street Journal* on the underpayment amount. If Franchise Fees have been underpaid by five percent (5%) or more, then Comcast shall also pay up to three thousand dollars ($3,000) of documented out-of-pocket costs of the Franchise Fee review. Any entity employed by the Township that performs an audit or franchise fee review shall not be permitted to be compensated on a success based formula, e.g. payment based upon underpayment of fees, if any.

## 6.5 BUNDLED SERVICES

All revenue earned from bundled services shall be allocated to Cable Service and non-Cable Service in accordance with generally accepted accounting principles (GAAP). It is understood that in some cases equipment and other non-service charges may be allocated at full retail price due to requirements related to sales taxes or similar tax requirements. To the extent such allocations are discretionary or otherwise not addressed by GAAP, allocations of revenue from such bundles shall not be structured for the purpose of evading franchise fees applicable to Cable Services.

## SECTION 7
## SERVICES TO THE COMMUNITY

### 7.1 SERVICES TO COMMUNITY FACILITIES

(a) Comcast shall provide a Cable Service drop and Basic Service with any necessary cable box to one outlet at each Public Building listed in Exhibit A. In accordance with applicable law, Comcast will charge the fair market value for each such account, which fair market value shall match the then-current rate card for the level of service provided. Comcast shall notify the Township in writing regarding the amount of the monthly service fee for each account based on fair market value. The Township shall then notify Comcast, within thirty (30) days of receiving the notice from Comcast, whether it wishes the amount due each month to be invoiced for payment or deducted from the next franchise fee payment. The Township may upgrade the level of Cable Service received at then current rate card prices for the higher level of service. The Township may also elect in writing not to receive the service, in which case it will not be invoiced and no deduction will be taken from the Franchise Fee.

(b) In the event the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act is reversed on appeal as to the issue of complimentary Cable Services as in-kind contributions in a cable franchise and such result becomes final within thirty (30) days of the result becoming final, Comcast will discontinue the charge for Basic Service for the Public Building locations listed in Exhibit A and provide such service on a complimentary basis. Any additional levels of Cable Service, outlets, or service locations ordered by the Township shall continue to be subject to standard rates.

(c) During the term of the Franchise, the Township may change a Public Building location listed in Exhibit A upon 90-days written notice to Comcast, provided that the new location is within 125 feet of existing Comcast cable distribution plant.

### 7.2 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL

(a) Comcast shall continue to provide to the Township the use of two (2) Educational and Governmental ("EG") Access Channels in accordance with Section 611 of the Cable Act. Such EG Channels shall be used for community programming related to educational and/or governmental activities. The Township shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channels, and may delegate such functions, or a portion of such functions, to a designated access provider. Comcast shall not exercise any editorial control over EG Channel programming. Comcast shall cablecast the activated EG Channels so that they may be received by all Comcast Subscribers in the Township.

(b) To enable the Township to utilize the EG Channels, Comcast shall continue to maintain direct fiber links, including activation equipment capable of transmitting high quality video and audio between the video origination location and the Comcast headend such that live programming can originate from this selected location and be distributed via the Cable System to Subscribers in the Township. This fiber link and equipment shall be collectively known as the

"Return Line." Comcast shall determine the engineering solution necessary to allow distribution of the EG Channels programming, via the Cable System, to Subscribers in the Township.

(c) Comcast shall be responsible for maintaining the Return Lines to the origination sites of the EG Channels so long as the Township provides Comcast with access to such location and access to the EG Channel equipment within such locations. Comcast shall provide, install and maintain in good working order the equipment and the cable necessary for transmitting the signal to the channel aggregation site for further processing and distribution to Subscribers. Comcast shall maintain the EG Channel in accordance with the same FCC technical specifications that are comparable to the specifications used to maintain commercial channels transmitted to Subscribers on the Cable system, except that it shall not be responsible for the technical signal quality of programming produced by any EG channel programmer.

(d) Any expenditure made in connection with the construction of the Return Line shall be at the expense of the Township. The Township and Comcast further agree that all costs incurred by Comcast for supporting such EG Channel, including any and all equipment, and EG capital support grants may be designated as "costs of franchise requirements" or "external costs" as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers pursuant to federal law.

(e) The Township or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the EG channel. The Township and Comcast agree to work cooperatively in implementing the EG channel through such means and in such manner as shall be mutually satisfactory.

(f) Within one hundred eighty (180) days of a written request by the Township, Comcast shall, at the Township's expense, relocate the EG origination site and the associated Return Line as follows: (i) Comcast's obligation shall be subject to the same terms and conditions that apply to the original EG origination site in this Section; and (ii) the Township shall provide access to such site at least ninety (90) days prior to anticipated use of the new EG origination site. The timeline for relocation of the EG origination site shall be subject to the timely granting of any and all required permits, walk-out, make ready, and the detection of all underground utilities.

(g) In the event the Township or its designee does not program any EG Channel, Comcast may request the use of this channel subject to written approval by the Township. If the Township approves Comcast's use of an EG Channel and, subsequent to such approval, the Township requests the utilization of the EG Channel being programmed by Comcast, Comcast shall relinquish such use no later than sixty (60) days after receipt of written notification from the Township that it requires such channel for educational and/or governmental use.

(h) Comcast shall use its best efforts to maintain the channel assignments for the current EG Channels as of the Effective Date. Notwithstanding the foregoing, in the event that Comcast deems a change in any EG Channel assignment to be necessary and changes any channel assignment in accordance with this Section, Comcast shall comply with the following requirements. Comcast shall provide the Township thirty (30) days advance written notice of any change in EG Channel assignments.

## 7.3 EG CAPITAL GRANT

Comcast shall provide the Township with a one-time EG capital grant to be used in support of the production of local EG Channel programming. The Township shall ensure the use of the EG capital grant is consistent with federal law. The EG grant provided by Comcast shall be in the amount of $53,154. Such grant is to be paid to the Township within ninety (90) days of the Effective Date of this Agreement. Comcast and the Township agree that the cost of such grant may be designated as a "cost of franchise requirements" or "external cost" as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers.

# SECTION 8
# ENFORCEMENT, INSURANCE AND INDEMINIFICATION

## 8.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the Township has reason to believe that Comcast violated any material provision of this Agreement, it shall notify Comcast in writing of the nature of such violation and the section(s) of this Agreement that it believes has been violated and the details relating thereto. The person providing such notice shall do so pursuant to the requisite authority of the Township.

(b) Comcast shall have forty-five (45) days to cure such violation after written notice is received by taking reasonable steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within forty-five (45) days, the period of time in which Comcast must cure the violation shall be extended by the Township in writing for such additional time necessary to complete the cure, provided that Comcast shall have promptly commenced to cure and is taking reasonable steps to complete the cure in the reasonable judgment of the Township.

(c) If the violation has not been cured within the time period allowed under Section 8.1(b) and, in the Township's judgment, Comcast has not taken reasonable steps to cure the violation, then the Township may deem that Comcast is liable for liquidated damages and/or any other right or remedy in accordance with this Section 8.

## 8.2 LIQUIDATED DAMAGES

(a) Because Comcast's failure to comply with the material terms of this Agreement may result in harm to the Township and because it will be difficult to measure the extent of such injury, the Township may assess liquidated damages against Comcast in the amount of Two Hundred Fifty Dollars ($250.00) per day for each day the violation continues, provided Comcast has had an opportunity to cure in accordance with Section 8.1(b). Such damages shall not be a substitute for specific performance by Comcast, but shall be in addition to such specific performance.

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure

period, including any extension of the cure period granted by the Township. Liquidated damages may not be assessed for a time period exceeding one hundred and twenty (120) days per violation. The Township may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction after the assessment of liquidated damages or in lieu of liquidated damages. With respect to liquidated damages assessed, all similar violations or failures resulting from the same factual events affecting multiple Subscribers shall be assessed as a single violation.

## 8.3 REVOCATION

(a) In addition to the other rights, powers and remedies retained by the Township under this Agreement, the Township reserves the separate and distinct right to revoke this Franchise if:

(1) It is demonstrated that Comcast practiced any fraud or deceit upon the Township in the operation of its Cable System or any other activities pursuant to this Agreement;

(2) Comcast repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 3.1;

(3) Comcast repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement;

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Comcast or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 9.1. Comcast shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the Township Board of Supervisors after an appropriate public hearing that shall afford Comcast due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Pennsylvania. All notice requirements shall be met by providing Comcast at least thirty (30) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The Township, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Comcast of mitigating circumstances or good cause for the existence of such grounds. The Township shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to Comcast. If Comcast appeals such determination to an appropriate court, the revocation shall be stayed.

## 8.4 PERFORMANCE BOND

(a) Comcast shall obtain and maintain, throughout the term of this Agreement, at its sole cost and expense, a performance bond with a surety company licensed to do business in the Commonwealth of Pennsylvania to ensure Comcast's faithful performance of its obligations. The performance bond shall provide that the Township may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the Township for Comcast's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 8.1 and 8.2.

(b) The performance bond shall be in the amount of Twenty-Five Thousand Dollars ($25,000). Comcast shall not reduce, cancel or materially change said bond from the requirement contained herein without the express prior written permission of the Township.

## 8.5 INSURANCE

(a) Comcast shall obtain and maintain, in full force and effect, at its sole cost and expense, during the Franchise term, the following minimum insurance coverage with an insurance company that is authorized to conduct business in Pennsylvania and which has an A.M. Best rating (or equivalent) no less than A-minus VII, indemnifying the Township from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable system by Comcast or any of its contractors, subcontractors, agents or employees in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars ($1,000,000) as to any one (1) occurrence.

(2) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars ($1,000,000).

(3) The amount of such insurance for excess liability shall be Three Million Dollars ($3,000,000) in umbrella form.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles shall be One Million Dollars ($1,000,000) combined single limit per occurrence.

(b) The Township, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 8.5.

(c) Comcast shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8.5 and without submitting insurance certificates to the Township verifying that Comcast has obtained such alternative insurance. Comcast shall provide the Township with at least thirty (30) days prior written notice in the event the policies are cancelled or not renewed.

(d) Comcast shall deliver to the Township Certificates of Insurance showing evidence of the required coverage within thirty (30) days of a written request by the Township.

## 8.6 INDEMNIFICATION

Comcast shall indemnify, defend, save and hold harmless the Township, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims for injury, loss, liability, cost or expense arising in whole or in part from, caused by or connected with any act or omission of Comcast, its officers, agents, contractors, subcontractors or employees, arising out of, but not limited to, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System. The Township shall give Comcast timely written notice of its obligation to indemnify and defend the Township. The obligation to indemnify, defend, save and hold the Township harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, and reasonable attorneys' fees. If the Township determines that it is necessary for it to employ separate counsel, in addition to that provided by Comcast, the cost for such separate counsel shall be the responsibility of the Township. Comcast shall not indemnify the Township for any claims resulting from acts of willful misconduct or negligence on the part of the Township.

# SECTION 9
# MISCELLANEOUS

## 9.1 FORCE MAJEURE

If for any reason of Force Majeure, Comcast is unable in whole or in part to carry out its obligations hereunder, Comcast shall not be deemed in violation of this Agreement during the continuance of such inability. Upon written (including electronic) request by the Township, Comcast shall inform the Township within thirty (30) days of receipt of the request whether or not Comcast has determined that a condition of Force Majeure exists.

## 9.2 REMOVAL OF SYSTEM

(a) Upon lawful termination or revocation of this Agreement, Comcast shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall reasonably restore the areas to their original condition. If such removal is not completed within six (6) months of such lawful termination or revocation, the Township or property owner may deem any property not removed as having been abandoned and the Township may remove it at Comcast's cost.

(b) During the term of the Agreement, if Comcast decides to abandon or no longer use all or part of its Cable System, it shall give the Township written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. Upon Comcast's abandonment of the Cable System, the Township shall have the right

to either require Comcast to remove the property, remove the property itself and charge Comcast with the reasonable costs related thereto.

(c) Notwithstanding the above, Comcast shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Comcast from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

**9.3 <u>NOTICES</u>**

Every notice or payment to be served upon or made to the Township shall be either by hand delivery or first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

Lower Paxton Township
425 Prince Street
Harrisburg, PA 17109
Attention: Township Manager

Every legal notice to be served upon or made to the Township shall, in addition to the notice address above, also be delivered or mailed as described above to:

Cohen Law Group
413 S. Main Street
Pittsburgh, PA 15215

The Township may specify any change of address in writing to Comcast. Every notice to be served upon or made to Comcast shall be either by hand delivery or first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

Comcast of Southeast Pennsylvania, LLC
15 Summit Park Drive
Pittsburgh, PA 15275
Attention: VP, Government Affairs Department

With copies to:

One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103-2838
Attention: Legal Department/Franchise

AND

Comcast
Northeast Division
676 Island Pond Road
Manchester, NH 03109
Attention: Government Affairs Department

Comcast may specify any changes of address in writing to the Township. Each delivery to Comcast or the Township shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

## 9.4 EQUAL EMPLOYMENT OPPORTUNITY

Comcast is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment.

## 9.5 CAPTIONS

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

## 9.6 GOVERNING LAW; VENUE

This Agreement shall be governed and construed by and in accordance with the laws of the Commonwealth of Pennsylvania. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Pennsylvania, County of Dauphin, or in the United States District Court for the Middle District of Pennsylvania.

## 9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Comcast nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.

(b) Neither Comcast nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.

(c) Neither Comcast nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release fifty-one percent (51%) or more of its direct ownership in the Cable System without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.

(d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Comcast in the Franchise or in the Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by Comcast.

(e) Comcast shall make written application to the Township of any transfer, assignment or change in control as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The Township shall have thirty (30) days from the receipt of FCC Form 394 to notify Comcast of any additional information it needs to make an informed decision on the transfer or assignment. The Township shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

(f) Any consent by the Township for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement.

## 9.8 ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the Township and Comcast. This Agreement supersedes all prior cable franchise agreements or cable ordinances, or parts of cable franchise agreements or cable ordinances, agreements, representations or understandings, whether written or oral, of the parties regarding the subject matter hereof that are in conflict with the provisions herein.

## 9.9 SEPARABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be separable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

## 9.10 NO WAIVER OF RIGHTS

No course of dealing between the Township and Comcast, nor any delay on the part of the Township in exercising any rights hereunder, shall operate as a waiver of any such rights of the Township or acquiescence in the actions of Comcast in contravention of such rights, except to the extent expressly waived by the Township.

No course of dealing between Comcast and the Township, nor any delay on the part of Comcast in exercising any rights hereunder, shall operate as a waiver of any such rights of Comcast or acquiescence in the actions of the Township in contravention of such rights, except to the extent expressly waived by Comcast.

## 9.11 CHANGE OF LAW

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the Township or Comcast may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The Township and Comcast shall amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the Township and Comcast.

## 9.12 COMPLIANCE WITH LAWS

Comcast shall comply with all federal, state and generally applicable local laws and regulations.

## 9.13 NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

## 9.14 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Comcast, the Township and their respective successors and assigns. This Agreement is authorized by Ordinance No._____ dated _____, 2020 of the Township Board of Supervisors.

**WITNESS** our hands and official seals to this Cable Franchise Agreement.

**LOWER PAXTON TOWNSHIP**

By: _____

Name: _____

Title: _____

Date: _____

**COMCAST OF SOUTHEAST PENNSYLVANIA, LLC**

By: _____

Name: ___Michael Parker_____

Title: __Senior Vice President – Keystone Region___

Date: _____

EXHIBIT A
LOCATIONS FOR CABLE TELEVISION SERVICE

*In Constant Pursuit Of*
*Protecting Your Assets*

# Lower Paxton Township

Effective 10/01/20

Presented by Paul Pugielli, CIC, VP
Brown & Brown Lehigh Valley
610-694-1913 ppugielli@bbinslv.com

Thank you for inviting us to develop and present a Risk Solution Program to you. We welcome the opportunity to become involved with your company. We have worked to identify your needs and concerns, and to develop a program for your insurance. Brown & Brown Inc. is the largest independent agency organization in Florida and the seventh largest nationally. The company provides a variety of insurance products and services to corporate, institutional, professional and individual clients. Headquartered in Daytona Beach and Tampa, Brown & Brown is publicly traded on the New York Stock Exchange (BRO) and has been included in Forbes' list of the "200 Best Small Companies in America".

While size is not the sole criteria for choosing an insurance agent, it does enable us to offer our clients clout in the marketplace and unmatched service capability.

Please feel free to visit our national website at **www.bbinsurance.com** or our local website at **www.bbinslv.com.**

The following information is intended to provide a summary of your insurance coverage(s) for ease of review and analysis. This proposal/summary briefly shows the coverages offered. It is not a substitute for the actual policy (ies) that will be issued. In the event of any actual or interpreted differences between this summary and your policy, the terms of the policy (ies) will prevail

This proposal is based upon the exposures to loss made known to the Agency. Any changes in these exposures (i.e. new operations, new products, additional states, etc.) need to be promptly reported to us in order that proper coverage may be put into place.

LEHIGH VALLEY

# Named Insureds

The following are named insureds on your policies:

**Lower Paxton Township**

Please verify the accuracy of each name on this list and update if needed.

**Location Schedule**

| Loc# | Bldg # | Address | | | Description |
|---|---|---|---|---|---|
| 1 | 1 | 425 Prince Street; | Harrisburg | PA | Main Municipal Authority Bldg |
| 2 | 1 | S/S Conway Rd | Harrisburg | PA | Maint Equip Storage |
| 2 | 2 | S/S Conway Rd | Harrisburg | PA | Storage Tank |
| 3 | 1 | Koons Park, Linglestown (33 Ac | Harrisburg | PA | Pavilion #1 |
| 3 | 2 | Koons Park, Linglestown (33 Ac | Harrisburg | PA | Pavilion #2 |
| 3 | 3 | Koons Park, Linglestown (33 Ac | Harrisburg | PA | Pavilion #3 (incl contents) |
| 3 | 4 | Koons Park, Linglestown (33 Ac | Harrisburg | PA | Concession Stand/Meeting Room |
| 3 | 5 | Koons Park, Linglestown (33 Ac | Harrisburg | PA | Restroom/Concession Stand |
| 3 | 6 | Koons Park, Linglestown (33 Ac | Harrisburg | PA | Storage Shed |
| 3 | 7 | Koons Park, Linglestown (33 Ac | Harrisburg | PA | Announcer's Booth w/ Storage Shed U |
| 3 | 8 | Koons Park, Linglestown (33 Ac | Harrisburg | PA | Concession Stand |
| 3 | 9 | Koons Park, Linglestown (33 Ac | Harrisburg | PA | Salt Storage Bldg |
| 4 | 1 | Brightbill Park (41 Acres) | Harrisburg | PA | Maint. Bldg - Restrooms |
| 4 | 2 | Brightbill Park (41 Acres) | Harrisburg | PA | Concession Stand |
| 4 | 3 | Brightbill Park (41 Acres) | Harrisburg | PA | Block Storage Shed |
| 4 | 4 | Brightbill Park (41 Acres) | Harrisburg | PA | Storage Shed |

| | | | | | |
|---|---|---|---|---|---|
| 4 | 5 | Brightbill Park (41 | Harrisburg | PA | Pavilion |
| 5 | 1 | Richard Kohl Memorial Park, Do | Harrisburg | PA | Storage/Restrooms |
| 5 | 2 | Richard Kohl Memorial Park, Do | Harrisburg | PA | Pavilion |
| 6 | 1 | 5975 Locust Lane (Porsche Rd) | Harrisburg | PA | Jack Hurley Site, Salt Storage Faci |
| 6 | 2 | 5975 Locust Lane (Porsche Rd) | Harrisburg | PA | Highway Maint Bldg |
| 6 | 3 | 5975 Locust Lane (Porsche Rd) | Harrisburg | PA | Police Evidence Storage |
| 7 | 1 | Lingle Park, Pleasant Rd Off U | Harrisburg | PA | Pavilion w/ 13 picnic tables |
| 8 | 1 | Hodges Heights Park Off Conway | Harrisburg | PA | Pavilion w/ 6 picnic tables |
| 9 | 1 | Kings Crossing Park-Buckingham | Harrisburg | PA | Pavilion |
| 10 | 1 | Meadowbrook Park, Oak Ave Cul- | Harrisburg | PA | Informal picnic area w/ 6 picnic ta |
| 11 | 1 | Lamplight Park, Mayfair Dr Off | Harrisburg | PA | Pavilion w/ 8 picnic tables |
| 12 | 1 | Forest Hills Park, Forest Hill | Harrisburg | PA | 3 Picnic Tables |
| 13 | 1 | Centennial Acres Park, Contine | Harrisburg | PA | Pavilion w/ 8 picnic tables |
| 14 | 1 | 5589 Walnut St | Harrisburg | PA | Storage Bldg |
| 14 | 2 | 5589 Walnut St | Harrisburg | PA | Garage |
| 15 | 1 | Twsp Speed Sampling Stations ( | Harrisburg | PA | Twsp Speed Sampling Stations |
| 16 | 1 | Friendship Comm Ctr 5000 Commo | Harrisburg | PA | Community Center & Natatorium/ Seni |
| 17 | 1 | George Park @ Nyes Road | Harrisburg | PA | Playground Equipment |
| 17 | 2 | George Park @ Nyes Road | Harrisburg | PA | Pavilion |
| 17 | 3 | George Park @ Nyes Road | Harrisburg | PA | Police Sub-Station |
| 17 | 4 | George Park @ Nyes Road | Harrisburg | PA | Roller Hockey Rink |
| 18 | 1 | Cd East High School @ Rutherfo | Harrisburg | PA | Concession Stand @ High School Athl |
| 19 | | 5805 Linglestown Rd | Harrisburg | PA | Vacant land 1/3 acre |
| 20 | | Wenrich Rd & Linglestown Rd | Lower Paxton Twp | PA | 93 acres vacant land |
| 21 | 1 | 6613 Conway Rd | Harrisburg | PA | compost facility |

| | | | | | |
|---|---|---|---|---|---|
| 22 | | Linglestown & Mountain Rds | Lower Paxton | PA | Clock |

## Commercial Property Coverage

**Description of Coverage Proposed:**

**Policy Forms included:**
Building(s)
Personal Property Coverage Form
Business Income Coverage

**Cause of Loss:**
Special including Theft

**Deductibles:**
$1000
72 Hour Waiting Period – Business Income
$25,000 Earthquake & Flood

**Valuation:**
Replacement Cost Coverage Buildings
ACV – All Property in the Open

Business income may or may not be provided with a coinsurance provision. It is our recommendation that you complete a business income worksheet to accurately project your business income limit and avoid a penalty in the event of a loss.

**Co-Insurance:** (Please see definitions for an example)
Building & Personal Property-90%

Note: Only limited coverage applies to outdoor fences, radio and TV antennas including satellite dishes, detached signs, trees, shrubs and plants, unless specifically scheduled on the policy.

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**Terms, Conditions and Exclusions include, but are not limited to the following:**
Flood Limited $1,000,000
Earthquake Limited $1,000,000
Mold exclusion
Virus or Bacteria Exclusion
Property in Care, Custody, Control unless specified
Vacancy/Unoccupancy Provisions may apply
On and Off Premises Power Failure Excluded – Direct & Indirect Damage
Increased Cost of Construction excluded
Limitation on Loss Settlement – Blanket Insurance (Margin Clause) CP1232
Limited coverage for Certified Acts of Terrorism (TRIA 2006) is included

**Additional Property Coverages**

Additional Coverages vary by insurance company. Please see your policy for specific property coverages.

**Protective Safeguards Endorsement Applies**

| Location # | Building # | Description |
|---|---|---|
| | | P1 – Automatic Sprinkler System<br>P2 – Automatic Fire Alarm<br>P3 – Security Service<br>P4 – Service Contract with private fire department<br>P5 – Automatic Commercial Cooking Exhaust & Extinguishing System<br>P9 – Other as described |

If noted above, you are required to maintain the protective devices or services listed. Failure to maintain in complete working order without proper notification to the insurance company can result in no coverage at time of loss. Please refer to your policy for specific details.

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**Important Flood Notification**

Your policy **excludes/or limits** coverage for flood. **We recommend that you purchase flood insurance on all properties that you own and/or occupy.** Coverage is available for tenants improvements & betterments.

Flood is a general and temporary condition where two or more acres of normally dry land or two or more properties are inundated by water or mudflow from:

- Overflow of inland or tidal waters.
- The unusual and rapid accumulation or runoff of surface waters from any source.
- Mudslides (i.e. mudflows) which are proximately caused by flood, and are akin to a river of liquid and flowing mud on the surface of normally dry land areas.
- The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding the cyclical levels which results in flood.

If you already have flood coverage, please note that we recommend that you purchase limits on your flood policy that are equal to your property policy. Excess flood coverage may also be available to you upon request.

If you would like a quote for flood coverage or making changes to your existing coverage, please contact our office.

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# Business Income Options

Period of Restoration (deductible):

- 72 hours is standard (ISO is 72 hours/some carriers state business hours)
- Some carriers may be able to provide reduced waiting periods of 0 or 24 hours

Coverage options include:

- Coinsurance basis (business income worksheet required)
- Monthly Limit of Indemnity (1/3, ¼ and 1/6 options)
- Maximum Period of Indemnity

Other options:

- Extended Period of Indemnity – extends period of indemnity from 30 days to the number of days chosen.

- Ordinary payroll limitation or exclusion from definition of business income

- Power, Heat and Refrigeration removed from the definition of business income

- Business income from Dependent Properties (Contingent Business Income)

- Ordinance or Law – Increased Period of Restoration

- **Utility Services Coverage available for water supply, communication supply including or excluding overhead transmission lines, power supply including or excluding overhead transmission lines – on premises option OR**

- **Utility Services Coverage available for water supply, communication supply including or excluding overhead transmission lines, power supply including or excluding overhead transmission lines – off premises option**

The above is not all inclusive. Please refer to policy forms for other possible options available.

LEHIGH VALLEY

# Lower Paxton Township
## STATEMENT OF VALUES

| Loc # | Bldg. # | Coverage | 90%Values | Deductible |
|---|---|---|---|---|
| Main Municipal Authority Bldg: 425 Prince Street Harrisburg, PA | | | | |
| 1 | 1 | Building<br>Personal Property | $6,311,971<br>$389,126 | $1000<br>$1000 |
| Maintenance Equipment Storage: S/S Conway Rd Harrisburg, PA | | | | |
| 2 | 1 | Building | $29,536 | $1000 |
| Above ground Storage Tank-Steel/Methane Well Equip: S/S Conway Rd Harrisburg, PA | | | | |
| 2 | 2 | Building | $205,172 | $1000 |
| Pavilion #1: Koons Park, Linglestown (33 Acers) Harrisburg, PA | | | | |
| 3 | 1 | Building | $41,357 | $1000 |
| Pavilion #2: Koons Park, Linglestown (33 Acers) Harrisburg, PA | | | | |
| 3 | 2 | Building | $21,713 | $1000 |
| Pavilion #3 (Incl Contents): Koons Park, Linglestown (33 Acers) Harrisburg, PA | | | | |
| 3 | 3 | Building | $16,633 | $1000 |
| Concession Stand/Meeting Room: Koons Park, Linglestown (33 Acers) Harrisburg, PA | | | | |
| 3 | 4 | Building | $83,588 | $1000 |

Restroom/Concession Stand: Koons Park, Linglestown (33 Acers) Harrisburg, PA

| | | | | |
|---|---|---|---|---|
| 3 | 5 | Building<br>Personal Property | $178,790<br>$4,919 | $1000<br>$1000 |

Storage Shed: Koons Park, Linglestown (33 Acers) Harrisburg, PA

| | | | | |
|---|---|---|---|---|
| 3 | 6 | Building | $113,267 | $1000 |

Announcer's Booth w/Storage Shed: Koons Park, Linglestown (33 Acers) Harrisburg, PA

| | | | | |
|---|---|---|---|---|
| 3 | 7 | Building | $3,170 | $1000 |

Concession Stand: Koons Park, Linglestown (33 Acers) Harrisburg, PA

| | | | | |
|---|---|---|---|---|
| 3 | 8 | Building | $6,975 | $1000 |

Salt Storage Building: Koons Park, Linglestown (33 Acers) Harrisburg, PA

| | | | | |
|---|---|---|---|---|
| 3 | 9 | Building | $73,049 | $1000 |

| | | | | |
|---|---|---|---|---|
| 3 | 10 | BLEACHERS | $48,309 | $1000 |

Maintenance Building - Restrooms: Brightbill Park (41 Acres) Harrisburg, PA

| | | | | |
|---|---|---|---|---|
| 4 | 1 | Building<br>Personal Prop | $173,486<br>$858 | $1000<br>$1000 |

Concession Stand: Brightbill Park (41 Acres) Harrisburg, PA

| | | | | |
|---|---|---|---|---|
| 4 | 2 | Building | $4,159 | $1000 |

Block Storage Shed: Brightbill Park (41 Acres)Harrisburg, PA

| | | | | |
|---|---|---|---|---|
| 4 | 3 | Building | $8,315 | $1000 |

Storage Shed: Brightbill Park (41 Acres) Harrisburg, PA

| | | | | |
|---|---|---|---|---|
| 4 | 4 | Building | $4,159 | $1000 |

Pavilion: Brightbill Park (41 Acres) Harrisburg, PA

| | | | | |
|---|---|---|---|---|
| 4 | 5 | Building | $13,674 | $1000 |

Storage/Restrooms: Richard Kohl Memorial Park Harrisburg, PA

| | | | | |
|---|---|---|---|---|
| 5 | 1 | Building<br>Personal Property | $187,902<br>$1,229 | $1000<br>$1000 |

Pavilion: Richard Kohl Memorial Park Harrisburg, PA

| | | | | |
|---|---|---|---|---|
| 5 | 2 | Building | $20,503 | $1000 |

Jack Hurley Site, Salt Storage: 5975 Locust Lane (Porsche Rd) Harrisburg, PA

| | | | | |
|---|---|---|---|---|
| 6 | 1 | Building | $132,559 | $1000 |

Public Works Building: 5975 Locust Lane (Porsche Rd) Harrisburg, PA

| | | | | |
|---|---|---|---|---|
| 6 | 2 | Building<br>Personal Property | $3,631,062<br>$122,964 | $1000<br>$1000 |

Police Evidence Storage: 5975 Locust Lane (Porsche Rd) Harrisburg, PA

| | | | | |
|---|---|---|---|---|
| 6 | 3 | Building | $29,536 | $1000 |

Pavilion w/ 13 Picnic Tables: Lingle Park Pleasant Road Harrisburg, PA

| | | | | |
|---|---|---|---|---|
| 7 | 1 | Building | $66,280 | $1000 |

Pavilion w/ 6 Picnic Tables: Hodges Heights Park off Conway Harrisburg, PA

| | | | | |
|---|---|---|---|---|
| 8 | 1 | Building | $20,680 | $1000 |

Pavilion: Kings Crossing Park - Buckingham Harrisburg, PA

| | | | | |
|---|---|---|---|---|
| 9 | 1 | Building | $41,358 | $1000 |

Informal Picnic Area w/ 6 Picnic Tables: Meadowbrook Park on Oak Ave Harrisburg, PA

| | | | | |
|---|---|---|---|---|
| 10 | 1 | Outdoor Property | $10,605 | $1000 |

Pavilion w/ 8 Picnic Tables: Lamplight Park Mayfair Dr Harrisburg, PA

| | | | | |
|---|---|---|---|---|
| 11 | 1 | Building | $37,116 | $1000 |

3 Picnic Tables: Forest Hills Park Forest Hills Harrisburg, PA

| | | | | |
|---|---|---|---|---|
| 12 | 1 | Outdoor Property | $7,946 | $1000 |

Pavilion w/ 8 Picnic Tables: Centennial Acres Park Harrisburg, PA

| | | | | |
|---|---|---|---|---|
| 13 | 1 | Building | $20,680 | $1000 |

Storage Building: 5589 Walnut Street Harrisburg, PA

| | | | | |
|---|---|---|---|---|
| 14 | 1 | Building<br>Personal Property | $345,896<br>$5,684 | $1000<br>$1000 |

Garage: 5589 Walnut Street Harrisburg, PA

| | | | | |
|---|---|---|---|---|
| 14 | 2 | Building | $1,591 | $1000 |

Township Speed Sampling Stations: Rt. 22 Harrisburg, PA underground lines connected to traffic signal

| | | | | |
|---|---|---|---|---|
| 15 | 1 | Building | $26,513 | $1000 |

Community Center & Natatorium: Friendship Community Center 5000 Common Dr Harrisburg, PA

| | | | | |
|---|---|---|---|---|
| 16 | 1 | Building<br>Personal Property | $12,914,463<br>$614,821 | $1000<br>$1000 |

Playground Equipment: George Park at Nyes Road Harrisburg, PA

| | | | | |
|---|---|---|---|---|
| 17 | 1 | Outdoor Property | $364,539 | $1000 |

Pavilion: George Park at Nyes Road Harrisburg, PA

| | | | | |
|---|---|---|---|---|
| 17 | 2 | Building | $198,839 | $1000 |

Police Sub-Station: George Park at Nyes Road Harrisburg, PA

| | | | | |
|---|---|---|---|---|
| 17 | 3 | Personal Property<br>Building | $11,369<br>$5,965 | $1000<br>$1000 |

Roller Rink: George Park at Nyes Road Harrisburg, PA

| | | | | |
|---|---|---|---|---|
| 17 | 4 | ROLLER RINK | $79,537 | $1000 |

Concession Stand at HS: CD East High School Rutherford Rd Harrisuburg, PA

| | | | | |
|---|---|---|---|---|
| 18 | 1 | Building | $45,945 | $1000 |

6613 Conway Rd Harrisburg Compost Equipment

| | | | | |
|---|---|---|---|---|
| 19 | 1 | Personal Property | $412,685 | $1000 |

Linglestown & Mountain Rds

| | | | | |
|---|---|---|---|---|
| 22 | 1 | Clock | $31,518 | $1000 |

| | | | | |
|---|---|---|---|---|
| 000 | 000 | Blanket Bldg & Personal Property<br>Business Income<br>FLOOD<br>EARTHQUAKE | $27,122,011<br>$250,000<br>$1,000,000<br>$1,000,000 | $1000<br>72 hours<br>$25,000<br>$25,000 |

Insured Signature: _____ Date: _____

Client ultimately chooses the values insured. Your insurance carrier may not reflect the cost of inflation and automatically increase your values.
Your limits will remain as shown in this proposal unless you advise otherwise.

LEHIGH VALLEY

## VACANT/UNOCCUPIED BUILDINGS

BACKGROUND

All property policies include a condition that limits or reduces coverage when a building is vacant beyond a certain period of time. For certain causes of loss, coverage is completely eliminated. In most cases, policies or coverage forms that apply to commercial property require additional premium and attachment of a permit in order for insurance to continue during a period of vacancy.

POLICY DEFINITIONS

Insurance companies are interested in insuring successful, ongoing businesses. As a result, pricing is based on an active occupancy. If a property is vacant, pricing is subject to a significant surcharge. Since vacancy is often only discovered after a loss, the loss conditions in the coverage form limit coverage if the vacancy is not disclosed before the loss occurs.

Before any restriction can be imposed, the insurance company must define exactly what is meant by "vacancy.

- Tenant: If the insured is a tenant, and coverage applies to the insured's interest as a tenant for the property, building is defined as the unit, suite or space rented by or leased to the tenant. The building is considered vacant when it no longer contains enough business personal property to conduct the customary operations of the insured tenant.
- Building Owner or General Lessee**:** If the insured is the building owner or a general lessee, building is defined as the entire building. The building is considered vacant:
    - Unless it is at least 31% of the total square foot area is rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; or
    - Unless it is used by the building owner to conduct its customary operations.
- Buildings under construction: Buildings under construction or renovation are not considered vacant.

VACANCY PROVISIONS

Now that vacancy is defined, the vacancy condition can be stated. If the building where loss or damage occurs, as defined above, is vacant for more than 60 consecutive days before the loss:

- The insurance company pays nothing if the loss is caused by or results from vandalism, sprinkler leakage, unless the system was protected against freezing, breakage of building glass, water damage, theft or attempted theft.
- The insurance company reduces any loss amount by 15% if the claim is due to any other covered cause of loss not listed above.

LEHIGH VALLEY

# Crime Coverage

| Coverage | Limit | Deductible |
|---|---|---|
| Employee Dishonesty- Blanket Form | $50,000 | $1,000 |
| - First Party Coverage<br>- Third Party Coverage<br>- ERISA Compliance<br>- Social Engineering/Fraudulent Inducement | Yes<br>No<br>No<br>Yes or No | |
| Forgery or Alteration | $50,000 | $1,000 |
| Theft, Disappearance & Destruction | | |
| Inside the Premises | $25,000 | $1,000 |
| Outside the Premises | $25,000 | $1,000 |
| Computer Fraud | $50,000 | $1000 |

Higher limits may be available

Employee Dishonesty covers loss of money, securities and other property by employee dishonesty at all premises (unless specific premises is noted) of the insured.

Does not apply to individuals who are required to be bonded per state statute, i.e. tax collectors & treasurers.

Fraudulent Inducement/Voluntary Parting exclusion applies.

ERISA: Provide exact name of the Pension Plan(s) as filed on Form 5500 with the U.S. Federal Government.

**Please refer to the specific policy for terms, conditions and exclusions . Please note that policy may reflect a 12 month reporting period for losses.**

**Other Coverages Available:**
Robbery & Safe Burglary
Premises Burglary
Extortion
Premises Theft & Robbery Outside
Lessees of Safe Deposit Boxes
Securities Deposited with Others
Liability for Guests' Property- Safe Deposit Box
Liability for Guests' Property- Premises

# Lower Paxton Township

## Contractor's Equipment

**Coverage**

D*irect physical loss* subject to policy provisions, conditions, terms, definitions and exclusions.

**Limits**

| | |
|---|---|
| Acct Rec | $250,000 |
| Val Papers | $250,000 |
| EDP Equipment | $250,000 |
| Traffic Signals | $2,071,950 |
| Leased/rented equip | $100,000 |

**Valuation**

The value of property will be the least of the following amounts:

1. The actual cash value of that property
2. The cost of reasonably restoring that property to its condition immediately before loss or damage or
3. The cost of replacing that property with substantially identical property

**Deductible**

$1,000 per occurrence

**Coverage Terms & Conditions**

Scheduled or Blanket Coverage
Boom Limitation
Overload Exclusion
Waterborne Exclusion
Below Ground Exclusion

Note: **At time of loss, the carrier will look for damaged items serial numbers and check those against scheduled equipment listed. If serial numbers do not match, or are missing, claims could be denied for that equipment. Please review the list and provide serial numbers where missing**

**Other Coverages May Be Available Upon Request:**

Boom lifting capacity
Equipment Rental Reimbursement
Hired/Leased Equipment
Miscellaneous Tools
Employee Tools
Waterborne exposures
Underground exposures

**Please refer to the specific policy for terms, conditions and exclusions**

LEHIGH VALLEY

# Lower Paxton Township

## Equipment Schedule

| Year | Description | Serial # | Limit | Insd # | Plate Y/N?* |
|---|---|---|---|---|---|
| 2007 | Scag Riding Mower | B6300707 | 8,289 | | |
| 1997 | Snap on Whell Balancer | G31HT239 | 2,500 | | |
| 1997 | Stone Cement Mixer | 1441103 | 1,500 | | |
| 1997 | Essick Cement Mixer | 98925076 | 1,500 | | |
| | Melro 863H Skid Steer Loader | 01390H17 | 23,643 | | |
| 1999 | Galion Motor Grader6x6 | 203944 | 116,259 | | |
| 1997 | Kubota Tractor w/ Front end loader | 62083 | 20,000 | | |
| | Keegami Auto Boom Camer w/view finder | 80538 | 20,000 | | |
| 1993 | Bandit 200 Brush Chipper | 6585 | 16,560 | | |
| | Wilcat Winrows Turner | 397493 | 54,950 | | |
| 1974 | 1974 Good Road Leafer | 1206 | 18,000 | | |
| | Bear Portable BrakeShop | 1469 &1410 | 6,500 | | |
| | Grimm Schmidt Air Compressor | 1759204Q | 10,750 | | |
| 1985 | 1985 Kubota Tractor | 51494 | 17,000 | | |
| 1989 | 1989 Tiger Tractor w/loader | BB58958 | 38,000 | | |
| 1989 | 1989 Ford Tiger Tractor w/loader | BB58974 | 38,000 | | |

| | | | | | |
|---|---|---|---|---|---|
| 2008 | The Beast 3680 Recycler | 001642 | 328,288 | | |
| | Snow Plow with hitch & Stainless Steel s | 95081 | 11,017 | | |
| | Twister Leaf Loaderbody for 2008 Freigh | 95081 | 71,125 | | |
| | Dump body for 2008 Freightliner Dump Tru | 95081 | 163,838 | | |
| 2006 | Sewer Camera Truck Improvements & Equipm | 69458 | 180,000 | | |
| 2007 | Jet Away Portable Sewer Flushing Unit | OB JAJ-600R4056 | 20,300 | | |
| 2007 | Carry-on Trlr Utility landscape 4X6T | 4YMUL06187V111804 | 800 | | |
| 2007 | Ryan Tracaire | 544423 | 4,300 | | |
| 2008 | John Deere Tractor 6430 | L06430P570953 | 86,601 | | |
| 2012 | 2012 Hamm HD 12VV Hrydrostatic Roller | H2001887 | 34,738 | | |
| 2013 | Volvo L90G Wheel Loader w/bucket 7202701 | VCE0L90GL0003854 | 162,610 | | |
| | 2012 John Deere 326D Skid Steer | T0326DMACG222657 | 39,266 | | |
| | 2012 John Deere CP24C Cold Planer | 1TOCP24CPB0000038 | 15,906 | | |
| | 2014 Toro Groundmaster 4000D | | 54,605 | | |
| | 2015 Kohler EFI Mower | 3102420054 | 19,582 | | |
| | John Deere 690D Military Excavator 6W32 | 250 | 30,000 | | |
| 2017 | 2017 John Deere 410L Loader | 1T0410LXVHF308725 | 115,632 | | |

| | | | | | |
|---|---|---|---|---|---|
| 2017 | Volvo L90H Wheel Loader | VCE0L90HV0S623839 | 191,605 | | |
| 2018 | Takeuchi TL10V2 tractor/76" bucket | 41000144 | 67,066 | | |
| | 2017 Toro Groundsmaster 400D | 400862719 | 58,040 | | |
| | 2017 Tiger JD6X30 Roadside Boom Mower | 4487089 | 60,894 | | |
| | Takeuchi TL12V2 Loader | 412001667 | 81,617 | | |
| | 2919 Tiger VanguardTurf Mower N5G923D | N1101828 | 9594 | | |
| | 2919 Tiger VanguardTurf Mower N5G923D | P2000437 | 9594 | | |
| | 2019 Turf Tracer 548 Mower | 404399056 | 6055 | | |

**Please indicate if a license plate/auto registration is required for this equipment item as it may affect how coverage should be provided.**

**9/3/2020**

| | | | | | |
|---|---|---|---|---|---|
| | Traffic Signal-Mountain Rd &Blue Bird Lo | | 70,000 | | |
| | Traffic Signal-Union Deposit road and ro | | 37,800 | | |
| | Traffic Signal-Briarsdale and Union depo | | 61,800 | | |
| | Traffic Signal-Rt. 22 and Shannon road | | 65,000 | | |
| | Traffic Signal-Rt. 22 and colonial commo | | 103,050 | | |
| | Traffic Signal-Parkchester and Rt. 22 | | 81,500 | | |
| | Traffic Signal-Union Deposit and Four Se | | 94,500 | | |
| | Traffic Signal-Patton Road and Linglesto | | 120,000 | | |
| | Intersection of Colonial Road and Crums | | 60,000 | | |
| | Rt. 22 Harrisburg 3locations of fire pr | | 14,000 | | |
| | Traffic Signal= OldJonestown road and M | | 47,500 | | |
| | Traffic signal-Colonial road and Lingles | | 40,000 | | |
| | Traffic Signal-R. 22 and Carolyn | | 53,800 | | |
| | Traffic Signal-NyesRoad and old Jonesto | | 91,600 | | |
| | Traffic Signal-Linglestown Road and Dove | | 68,700 | | |

| | | | | | |
|---|---|---|---|---|---|
| | Traffic Sig E Park Dr andPoint Mall | | 68,700 | | |
| | Traffic Signal-Forest Hills Drive and Li | | 79,600 | | |
| | Traffic Signal-NyesRoad and Union Depos | | 79,000 | | |
| | Traffic Signal-Devonshire rd and colonia | | 60,000 | | |
| | Traffic Signal-Valley Road and Colonial | | 4,800 | | |
| | Traffic signal- King George street and C | | 30,000 | | |
| | Traffic Signal-BlueRibbon Avenue and Rt | | 57,800 | | |
| | Traffic Signal-Byron and Rt. 22 | | 69,200 | | |
| | Traffic Signal-Devonshire and Rt.22 Paxt | | 55,000 | | |
| | Traffic signal-Prince Street houcks Road | | 30,000 | | |
| | Traffic Signal-Mountain Rd & Bluestone A | | 70,000 | | |
| | Traffic Signal-Lockwillow Avenue and Rt. | | 30,000 | | |
| | Traffic Signal-Johnson Street and Rt. 22 | | 30,000 | | |
| | Traffic Signal-Mountain rd and rt. 22 | | 30,000 | | |

| | | | | | |
|---|---|---|---|---|---|
| | Traffic Signal-Devonshire rd and rt. 22 | | 69,200 | | |

| | | | | | |
|---|---|---|---|---|---|
| | Traffic Signal-Rutherford Road and Locus | | 30,000 | | |
| | Traffic Signal-Locust Lane and Houcks Ro | | 48,000 | | |
| | Traffic Signal-Locust Lane and prince st | | 60,000 | | |
| | Traffic Signal-Locust Lane and Arlington | | 30,000 | | |
| | Traffic Signal-Colonial Road and Rt. 22 | | 37,800 | | |
| | Traffic Signal-Miller Road and rt. 22 | | 30,000 | | |
| | Traffic Signal-Union Deposit Road and Ea | | 33,600 | | |
| | Traffic Signal-Union Deposit and Rutherf | | 30,000 | | |

LEHIGH VALLEY

# General Liability Coverage

*Coverage will pay sums which the insured becomes legally liable to pay as damages because of bodily injury or property damage to which this insurance applies.*

Coverage Type: Occurrence

| Liability | Limits |
|---|---|
| General Aggregate | $3,000,000 |
| Products/ Completed Operations | $3,000,000 |
| Personal/ Advertising Injury | $1,000,000 |
| Each Occurrence | $1,000,000 |
| Fire Damage to Rented Premises (each occurrence) | $1,000,000 |
| Medical Expense | $5,000 |

**Other Coverages:**
Abuse & Molestation
Employee Benefits
Limited Pollution
Blanket Additional Insured w/written contract
Independent Contractors
Fireworks
Day Camps
Parks & Playgrounds
Library, Museum
Streets, Roads & Bridges
Swimming Pool
Skateboard Facilities

**Terms, Conditions and Exclusions include but are not limited to the following:**
Expected or Intended Injury Exclusion
Auto, Aircraft, Unmanned Aircraft (drones) and Watercraft Exclusion
Employment Practices Liability Exclusion
Employers Liability Exclusion
Pollution Liability Exclusion
Property in Care, Custody and Control Exclusion
Professional Liability Exclusion
Asbestos Liability Exclusion
Fungi or Bacteria (Mold) Exclusion
Communicable Disease Exclusion
Lead Exclusion
Data Breaches and Cyber Attacks Excluded
Pennsylvania Changes – Right to Reimbursement of Defense Costs IL0120 applies
Limited coverage for Certified Acts of Terrorism (TRIA 2006) is included
Supplementary payments are included and will not reduce the limit of liability (Defense costs are outside policy limits)
Failure to Supply Excluded
Sewer Back Up Excluded
Premium is not subject to audit and is based on the following annual exposure estimates.

Note: Underground/Above Ground Storage Tank Liability Excluded (including clean up and remediation). Coverage for damage to tanks and their contents as well as clean up, remediation and damage to third parties is available upon request.

**Higher limits may be available**

LEHIGH VALLEY

**Notice Regarding Certificate Requirements, Contract Review and Additional Insured's**

Our agency will review contracts and requirements for certificates of insurance as needed. The scope of our review is to determine if the current insurance program which you have placed though our agency addresses the types and amounts of insurance coverage referenced by the contract.

We will identify the significant insurance obligations required and compare them to your current insurance program.

In performing this review, our Agency is not providing legal advice or a legal opinion concerning any portion of the contract. In addition, our Agency cannot identify all potential liability that may arise under this contract.

Please note that most contracts are broader in scope than coverage provided by any insurance policy. For example, the term "any and all claims" is broader than any insurance policy can cover.

In regards to additional insured's, most general liability policies have an automatic extension endorsement that extends coverage to landlords and funding sources if there is a contract that requires it. Please note, however, that it does not extend coverage to these parties for professional liability or abuse. Many carriers are not willing to provide this coverage and you should contact our service team to discuss.

This review is provided for your information, and should not be relied upon by third parties. Any description of the insurance coverages are subject to the terms, conditions, exclusions and other provisions of the policies and any applicable regulations, rating rules or plans.

LEHIGH VALLEY

# Commercial Auto Coverage

*Automobile Coverage subject to policy provisions, conditions, terms, definitions and exclusions. Coverage is provided for all sums the insured legally must pay as damages because of bodily injury or property damage to which this insurance applies caused by an accident and resulting from the ownership, maintenance, or use of a covered auto.*

| Coverage | Limit | | Symbol |
|---|---|---|---|
| Bodily Injury & Property Damage | $1,000,000 | Combined Single Limit | **1** |
| Personal Injury Protection | $10,000 | Each Person | |
| Uninsured Motorists - Not stacked | $1,000,000 | Combined Single Limit | **2** |
| Underinsured Motorists - Not stacked | $1,000,000 | Combined Single Limit | **2** |
| Physical Damage | See Schedule<br>See Schedule | Comprehensive<br>Collision | **7, 8** |
| Hired Physical Damage | $100,000 | | |

**Additional Coverages:**

Hired Auto Liability (30 days or less only)
Non-Owned Auto Liability
Hired Auto Physical Damage (excess basis)

**Higher Liability Limits may be available.**

Coverage only applies to vehicles that are owned/titled or leased in the corporate name, or business name in case of a partnership, that is specifically listed. If a business owned vehicle is furnished for personal use, an extension of coverage form may be required for proper protection.

**Terms, Conditions and Exclusions include, but are not limited to the following:**

- A signed auto selection form is required annually unless state law requires otherwise.
- Insured vehicles are valued on an actual cash value basis (ACV)
- Quote is subject to acceptable MVR's for all drivers.

**Motor Carrier Act regulations are being enforced by the states at a higher level. Do any of the following questions apply to your current operations:**

1. Haul out of state?
2. Haul anything with internal combustion engine?
3. Over 10,000 GVW (truck & trailer)

Please advise your account representative to discuss.

LEHIGH VALLEY

# Vehicle Schedule

| Year | Make | Model | VIN | Comp Ded. | Coll Ded. | | |
|---|---|---|---|---|---|---|---|
| 1989 | FORD | Dump | 1FDZU90L0KVA12662 | 500 | 500 | | |
| 1989 | Conkite | Trailer | 473261921K1110729 | 500 | 500 | | |
| 2006 | United | 8.5 x 16 T | 48BT316236A087799 | 500 | 500 | | |
| 1995 | Cross Coun | | 1C9FS1620S1432369 | 500 | 500 | | |
| 1992 | GMC | Truck | 1GDKP32K5N3501925 | 500 | 500 | | |
| 1989 | MGS | Trailer | 16MB11119KD015474 | 500 | 500 | | |
| 1998 | Contrail | Trailer | 4KNUC1627WL161452 | 500 | 500 | | |
| 2001 | PC Rig | Tandem Axl | 4K8PX202611369183 | 500 | 500 | | |
| 2001 | Carmate | Trailer | 5A3C408SX1L004698 | 500 | 500 | | |
| 1991 | Lamco | Trailer | 1L9FS162XML088007 | 500 | 500 | | |
| 2003 | Freightlin | Truck | 1FVHBXAK03HL71224 | 500 | 500 | | |
| 2003 | Southwest | Trailer | 5KWTE16283D000142 | 500 | 500 | | |
| 2005 | Chevrolet | Tahoe | 1GNEK13Z55R235343 | 500 | 500 | | |
| 2005 | Ford | Crown Vict | 2FAFP71W55X136625 | 500 | 500 | | |
| 2005 | Ford | Crown Vict | 2FAFP71W95X136627 | 500 | 500 | | |
| 2005 | Ford | F 450 | 1FDXF47PX5EC89353 | 500 | 500 | | |
| 2005 | ATS | Speed Sent | 400017308050101 | 500 | 500 | | |
| 2006 | Freightlin | MT45 | 4UZAAPBW56CW69458 | 500 | 500 | | |
| 2007 | M2-106 | Single Axl | 1FVACYDC47HX81734 | 500 | 500 | | |
| 2008 | Internatio | 7400 SFA 4 | 1HTWDAAR18J692733 | 500 | 500 | | |
| 2008 | Chevrolet | Tahoe SW | 1GNFK03008R220981 | 500 | 500 | | |
| 2008 | Ford | Explorer S | 1FMEU73E68UA88529 | 500 | 500 | | |
| 2008 | Ford | Crown Vic | 2FAFP71V08X157975 | 500 | 500 | | |
| 2008 | Freightlin | M2106V | 1FVHC3BS78HZ95081 | 500 | 500 | | |
| 2009 | Ford | Crown Vic | 2FAHP71V99X103892 | 500 | 500 | | |
| 2009 | Freightlin | M2-106V | 1FVHC3BS79HAK1489 | 500 | 500 | | |
| 2009 | Freightlin | M2-106V | 1FVAC1DJ99HAL1967 | 500 | 500 | | |
| 2010 | Ford | F550 | 1FDAF5HR1AEA56967 | 500 | 500 | | |
| 2010 | Ford | F550 | 1FDAF5HR1AEA56953 | 500 | 500 | | |
| 2010 | Chevrolet | Tahoe | 1GNUKAE08AR178415 | 500 | 500 | | |
| 2010 | TWF | Trailer | 5LUBF1929AS007822 | 500 | 500 | | |
| 2010 | TWF | Trailer | 5LUBF1920AS007823 | 500 | 500 | | |
| 2011 | Ford | F350 | 1FTRF3B69BEA81451 | 500 | 500 | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 2011 | Brimar | Trl | 43YDC242XBC083810 | 500 | 500 | | |
| 2011 | Ford | Fusion | 3FAHP0GA5BR226881 | 500 | 500 | | |
| 2011 | Ford | Fusion | 3FAHP0GA7BR226882 | 500 | 500 | | |
| 2011 | Ford | Crown Vic | 2FABP7BV7BX135542 | 500 | 500 | | |
| 2011 | Ford | Crown Vic | 2FABP7BV9BX135543 | 500 | 500 | | |
| 2011 | Chevrolet | Tahoe | 1GNSK2E01BR259982 | 500 | 500 | | |
| 2012 | Freightlin | M2-106V | 1FVAC3BS9CHBF8907 | 500 | 500 | | |
| 2012 | Internatio | 7300 | 1HTZZAAN2CJ696777 | 500 | 500 | | |
| 2008 | HarleyDavi | motorcyc | 1HD1FMM188Y698172 | 500 | 500 | | |
| 2012 | Ford | F350 | 1FTRF3B63CEC13184 | 500 | 500 | | |
| 2012 | Ford | F350 | 1FTRF3B65CEC13185 | 500 | 500 | | |
| 2013 | Ford | Taurus | 1FAHP2M80DG117056 | 500 | 500 | | |
| 2013 | Ford | Taurus | 1FAHP2M82DG117057 | 500 | 500 | | |
| 2013 | Ford | Taurus | 1FAHP2M84DG117058 | 500 | 500 | | |
| 2013 | Ford | Taurus | 1FAHP2M86DG117059 | 500 | 500 | | |
| 2011 | Interstate | trailer | 1JKDLE306BM011407 | 500 | 500 | | |
| 2012 | Ford | F550 Super | 1FDUF5HT2CEC13188 | 500 | 500 | | |
| 2014 | Ford | Intercept | 1FAHP2MKXEG103095 | 500 | 500 | | |
| 2014 | Ford | Intercept | 1FAHP2MK1EG103096 | 500 | 500 | | |
| 2014 | Ford | Intercept | 1FAHP2MK8EG103094 | 500 | 500 | | |
| 2014 | Ford | Explorer | 1FM5K8AR0EGA38592 | 500 | 500 | | |
| 2011 | Ford | Crown Vic | 2FABP7BV5BX135541 | 500 | 500 | | |
| 2015 | Ford | F250 | 1FTBF2B67FEA16079 | 500 | 500 | | |
| 2015 | Ford | F250 | 1FT7X2B63FEA16082 | 500 | 500 | | |
| 2015 | Ford | Taurus | 1FAHP2MK1FG109224 | 500 | 500 | | |
| 2015 | Ford | Taurus | 1FAHP2MK8FG109222 | 500 | 500 | | |
| 2015 | Ford | Taurus | 1FAHP2MKXFG109223 | 500 | 500 | | |
| 2015 | Freightlin | 108SD | 1FVAG5CYXFHGK0208 | 500 | 500 | | |
| 2015 | Ford | F250 | 1FT7X2B62FEC99025 | 500 | 500 | | |
| 2015 | Ford | F250 | 1FT7X2B64FEC99026 | 500 | 500 | | |
| 2015 | Internatio | 600Swee per | 1HTJTSKN5FH623918 | 500 | 500 | | |
| 2015 | Ford | Taurus | 1FAHP2MK7FG192397 | 500 | 500 | | |
| 2015 | Ford | Taurus | 1FAHP2MK5FG192396 | 500 | 500 | | |
| 2015 | Ford | Intrceptor | 1FAHP2MK0FG192399 | 500 | 500 | | |
| 2015 | Ford | Intercept | 1FAHP2MK9FG192398 | 500 | 500 | | |
| 2016 | Ford | Explorer | 1FM5K8ARXGGD16868 | 500 | 500 | | |
| 2016 | Ford | Intercep | 1FAHP2MK3GG122459 | 500 | 500 | | |
| 2016 | Ford | Intercept | 1FAHP2MKXGG122460 | 500 | 500 | | |
| 2016 | Ford | Intercept | 1FAHP2MK1GG122461 | 500 | 500 | | |
| 2016 | Ford | F450 | 1FDUF4HT3GED15101 | 500 | 500 | | |
| 2016 | Ford | F150 | 1FTFW1EG3GFC32202 | 500 | 500 | | |
| 2016 | Ford | F350 | 1FTRF3B68GED29003 | 500 | 500 | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 2016 | Ford | F350 | 1FTRF3B6XGED29004 | 500 | 500 | | |
| 2010 | Ford | E350 | 1FDWE3FL6ADA53886 | 500 | 500 | | |
| 2017 | Mack | | 1M2AX04C6HM034786 | 500 | 500 | | |
| 2017 | Ford | Expl/Inter | 1FM5K8AR0HGB33898 | 500 | 500 | | |
| 2017 | Ford | Taurus | 1FAHP2MK4HG115442 | 500 | 500 | | |
| 2017 | Ford | Taurus | 1FAHP2MK6HG115443 | 500 | 500 | | |
| 2012 | HarleyDavi | | 1HD1FMM17CB623331 | 500 | 500 | | |
| 2012 | HarleyDavi | | 1HD1FMM15CB624347 | 500 | 500 | | |
| 2017 | Ford | F550 | 1FDUF5HT1HED20692 | 500 | 500 | | |
| 2017 | Ford | F250 | 1FTBF2B68HED45182 | 500 | 500 | | |
| 2017 | Ford | F150 | 1FTEX1EF5HKC31965 | 500 | 500 | | |
| 2017 | Ford | F250 | 1FTBF2B63HED70734 | 500 | 500 | | |
| 2017 | Ford | F250 | 1FT7X2B69HEC75422 | 500 | 500 | | |
| 1993 | AmericanGe | HMMVW | 137710 | 500 | 500 | | |
| 1987 | AmericanGe | HMMWV | 024105 | 500 | 500 | | |
| 1999 | Internatio | 4700 | 1HTSCABM9YH259687 | 500 | 500 | | |
| 2018 | Ford | Explorer | 1FM5K8AR5JGA36931 | 500 | 500 | | |
| 2018 | Ford | Explorer | 1FM5K8AR7JGA36932 | 500 | 500 | | |
| 1999 | Galion Mot | | 203944 | 500 | 500 | | |
| 1997 | Kubota | tractor | 62083 | 500 | 500 | | |
| 1985 | Kubota | tractor | 51494 | 500 | 500 | | |
| 1989 | Tiger | tractor | BB58958 | 500 | 500 | | |
| 1989 | Ford | Tractor | BB58974 | 500 | 500 | | |
| 2008 | JohnDeere | tractor | L06430P570953 | 500 | 500 | | |
| 2013 | Volvo L90G | Wheel load | VCE0L90GL0003854 | 500 | 500 | | |
| 2017 | JohnDeere | 410L loade | 1T0410LXVHF308725 | 500 | 500 | | |
| 2017 | Volvo L90H | Loader | VCEOL90HVOS623839 | 500 | 500 | | |
| 2018 | Ford | Explorer | 1FM5K8AR0JGA36934 | 500 | 500 | | |
| 2018 | Ford | Explorer | 1FM5K8AR9JGA36933 | 500 | 500 | | |
| 2018 | Intl Tymco | 600 | 1HTMMMMN4JH71246 9 | 500 | 500 | | |
| 2018 | Ford | Explorer | 1FM5K8ARXJGC77867 | 500 | 500 | | |
| 2018 | Ford | F350 | 1FTRF3861JEC20714 | 500 | 500 | | |
| 2018 | Ford | F350 | 1FTRF3B6XJEC20713 | 500 | 500 | | |
| 2018 | Ford | F350 | 1FTRF3B63JEC20715 | 500 | 500 | | |
| 2018 | Ford | F350 | 1FT8X3B62JEC20729 | 500 | 500 | | |
| 2018 | Ford | F150 | 1FTEX1EB9JFD18165 | 500 | 500 | | |
| 2019 | Mack | GR64F | 1M2GR2GC4KM00626 2 | 500 | 500 | | |
| 2019 | Chevrolet | Tahoe | 1GNSKDEC5KR248151 | 500 | 500 | | |
| 2018 | Ford | F350 | 1FD8X3B62JEC94320 | 500 | 500 | | |
| 2018 | Ford | F550 | 1FDUF5HT2JEC93914 | 500 | 500 | | |
| 2019 | Ford | Explorer | 1FM5K8B89KGA95262 | 500 | 500 | | |
| 2018 | Ford | F550 | 1FD0X5HT9JEC94232 | 500 | 500 | | |
| 2019 | Ford | Escape | 1FMCU9GD2KUB44719 | 500 | 500 | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 2019 | Chevy | Tahoe | 1GNSKDEC3KR383693 | 500 | 500 | | |
| 2019 | Chevy | Tahoe | 1GNSKDEC5KR386305 | 500 | 500 | | |
| 2019 | Chevy | Tahoe | 1GNSKDEC3KR385363 | 500 | 500 | | |
| 2019 | Chevy | Tahoe | 1GNSKDEC5KR385378 | 500 | 500 | | |
| 2019 | Ford | F250 | 1FTBF2B61KEF54531 | 500 | 500 | | |
| 2019 | Ford | F250 | 1FTBF2B63KEF54532 | 500 | 500 | | |
| 2019 | Ford | F250 | 1FTBF2B65KEF54533 | 500 | 500 | | |
| 2019 | Ford | Escape | 1FMCU9GD3KUC34820 | 500 | 500 | | |
| 2019 | Ford | F350 | 1FDRF3B69KEF54535 | 500 | 500 | | |
| 2019 | Ford | F350 | 1FTRF3B65KEF54536 | 500 | 500 | | |
| 2019 | Ford | F350 | 1FTRF3B67KEF54537 | 500 | 500 | | |
| 2019 | Ford | F250 | 1FTBF2B67KEF54534 | 500 | 500 | | |
| 2019 | Ford | F550 | 1FDUF5HT9KDA24087 | 500 | 500 | | |
| 2020 | Freightlin | 108SD | 1FVAG5FE9LHLV5968 | 500 | 500 | | |
| 2019 | Chevrolet | Tahoe | 1GNSKDEC1KR371090 | 500 | 500 | | |
| 2019 | Chevrolet | Tahoe | 1GNSKDEC7KR409664 | 500 | 500 | | |
| 2020 | Ford | Explorer | 1FMSK8BH2LGC01751 | 500 | 500 | | |
| 2020 | Ford | Explorer | 1FMSK8BH8LGC01754 | 500 | 500 | | |

LEHIGH VALLEY

# Driver Schedule

| Driver Name | License Number | Date of Birth |
|---|---|---|
| John Albright | 23218401 | 11/11/73 |
| Theresa Bauknight | 18315521 | 10/24/58 |
| Steven Baum | 20433873 | 05/01/64 |
| Thomas Bell | 23288790 | 06/04/74 |
| Linda Bender | 14804479 | 08/03/50 |
| Luanna Brook | 18126250 | 06/03/58 |
| Walter Cook | 23198612 | 12/25/73 |
| Jeffrey Corcoran | 23651382 | 08/16/75 |
| Stephen Cover | 23855831 | 02/23/76 |
| Justin Depasqua | 24512725 | 06/16/77 |
| Cynthia Fasolt | 17017754 | 03/18/56 |
| Jeffrey Fink | 18300536 | 06/06/58 |
| Douglas Fisher | 23921585 | 06/04/76 |
| Kevin Fleck | 23989430 | 08/25/76 |
| Gary Flythe | 23310368 | 08/11/72 |
| Gregory Geib | 23262408 | 01/29/74 |
| James Glucksman | 25219457 | 08/27/74 |
| Corey Grabuloff | 25296613 | 02/06/80 |
| Charles Grubb | 20383586 | 03/10/64 |
| Brian Guarnieri | 27977202 | 01/23/65 |
| Shirley Hepschmidt | 173245644 | 02/08/56 |
| Timothy Hicks | 23205492 | 11/25/73 |
| Michelle Hiner | 24665486 | 08/03/78 |
| Natalie Fleck | 24665065 | 09/15/78 |
| Frank Holmes | 20749820 | 11/03/64 |
| Robert Hulsizer | 19044308 | 12/27/60 |
| Keith Kahley | 19907362 | 12/12/62 |
| Gareth Kauffman | 24443236 | 08/11/77 |
| Jeffrey Kline | 17137224 | 08/22/57 |
| Alycia Knoll | 22534763 | 09/29/71 |
| Clint Kreiger | 25268463 | 05/29/80 |
| Michele Kwasnoski | 20914321 | 10/16/65 |
| Autumn Lupey | 26889794 | 08/09/78 |
| Glenn Mccoy | 19632538 | 01/30/62 |
| Donald Mccurdy | 20998361 | 09/10/65 |
| Brian Mcintyre | 24714002 | 10/21/78 |
| John Mcphillips | 17892841 | 02/25/57 |

| | | |
|---|---|---|
| Chad Miller | 24190974 | 03/15/77 |
| Kathleen Morton-Jacobs | 19180804 | 09/28/59 |
| Jeffrey Motter | 20576499 | 08/23/64 |
| Tracy Mummert | 18944718 | 06/15/60 |
| Steven Musser | 16564245 | 08/11/55 |
| Richard Needham | 22919137 | 12/30/72 |
| Ralph Palm | 19853622 | 01/06/53 |
| Michael Poluka | 17382525 | 07/30/56 |
| Timothy Puchalski | 21695610 | 10/26/68 |
| Kristopher Reichert | 24234349 | 04/29/77 |
| Robert Renshaw | 19833578 | 06/01/62 |
| Kevin Roland | 23423719 | 11/01/74 |
| Kathryn Sawyer | 16525389 | 08/27/54 |
| Daniel Smeck | 23602569 | 09/19/73 |
| Gregory Sumbury | 22438939 | 07/04/71 |
| Mary E Tanenbaum | 17087896 | 06/07/56 |
| Clendon Thomas | 18045899 | 12/20/57 |
| Alan Travitz | 21659632 | 09/29/68 |
| Jody Troutman | 16565487 | 07/14/55 |
| Gayla Unfried | 17632397 | 11/15/56 |
| William Weaver | 19919038 | 11/27/62 |
| Kristi Focht | 25634269 | 05/11/81 |
| James Wetzel | 19503777 | 09/02/61 |
| Todd Witmer | 21994904 | 12/17/69 |
| Richard Woltman | 19564764 | 06/10/61 |
| Lisa Woods | 20499435 | 04/04/64 |
| Chad Zeigler | 22719766 | 06/16/72 |
| Mark Zerbe | 20699090 | 03/03/65 |
| Thomas Eckenrode | 23071060 | 05/16/73 |
| Gregory Langley | 28575845 | 07/18/82 |
| Mical Russ | 27381064 | 01/19/86 |
| Edward Sasa | 23795226 | 01/23/71 |
| Zethan Weary | 26211428 | 10/15/82 |
| Steven Wertz | 26 007 294 | 04/28/82 |
| David Underwood | 22060150 | 03/03/70 |
| David Shifflett | 24736097 | 02/25/81 |
| Zachary Fehrenbach | 29110051 | 04/24/79 |
| Bryan Ryder | 26618827 | 11/01/83 |
| Christine Mayer | 20897161 | 11/13/65 |
| Timothy Houck | 19940790 | 07/10/62 |
| John Deibler | 26464642 | 06/29/83 |
| Grant Garland | 26836210 | 07/18/84 |
| Robert Strunge | 22069180 | 03/31/70 |

| | | |
|---|---|---|
| Thomas Strayer | 23470520 | 12/06/74 |
| Nicholas Gehret | 25436692 | 07/21/80 |
| William Wable | 23869115 | 07/05/76 |
| Dhenin Brock | 29733252 | 11/05/85 |
| Brian Egli | 23166079 | 12/05/73 |
| Amanda Zerbe | 22457400 | 07/07/71 |
| Larry Watson | 60009703 | 11/07/57 |
| Moises Vargas | 27543279 | 10/01/82 |
| Rachelle Scott | 25569891 | 03/20/81 |
| Brad Foley | 28052086 | 01/20/88 |
| Ryan Kimmel | 27435036 | 01/28/86 |
| Dave Metzler | 17004835 | 01/12/56 |
| Amber Greene | 2929759 | 10/23/87 |
| Christopher Bailor | 29098171 | 10/08/90 |
| Kyle Hiner | 24853095 | 05/05/79 |
| Danielle Wells | 26335668 | 09/19/82 |
| Reinaldo Beniquez II | 28338490 | 08/01/78 |
| Nancy Castiglia | 18587256 | 08/18/59 |
| Karl Valley | 17020986 | 08/20/43 |
| Joseph Yunik | 13231786 | 09/10/47 |
| Stephen Staats | 29485246 | 09/18/91 |
| Ben Jones | 28029615 | 12/17/87 |
| Andrew Brady | 29317328 | 01/17/91 |
| Jesse Thomas | 29383005 | 06/21/91 |
| Jarrett Moretti | 30410407 | 05/07/94 |
| Melinda Welcomer | 29101097 | 10/06/90 |
| Randal Allen | 17400910 | 11/06/56 |
| Shellie Smith | 21382285 | 09/15/67 |
| Philip Moore | 24203753 | 03/17/76 |
| Adam Wynn | | 08/31/90 |
| Eric Kimmel | 26731962 | 03/06/82 |
| Ryan Moran | 26574533 | 10/02/83 |
| Timothy Nolt | 26899491 | 08/24/84 |
| Alena Green | 24054314 | 07/14/76 |
| William Payne | 12196041 | 11/16/39 |
| Andrea Garced | 24836477 | 03/13/78 |
| Joan Kennedy | 20311610 | 11/13/63 |
| Jennifer Kline | 23705869 | 09/30/73 |
| Meredith Mendenhall | 25115609 | 02/10/80 |
| Robin Snyder | 20875031 | 10/31/65 |
| Joseph Sponaugle | 20673042 | 03/17/64 |
| Alexander Stevens | 29383413 | 07/01/91 |
| Leslie Thomas | | 09/09/57 |

| | | |
|---|---|---|
| Julia Troutman | 18324171 | 01/07/58 |
| Shayne Barber | 29006767 | 07/02/90 |
| Bryan Kunkle | K524098683547 | 07/10/87 |
| Mathew Bartow | 30105298 | 07/05/93 |
| Gage Cvijic | 30298873 | 02/09/94 |
| Michael Elezovic | 32511167 | 09/04/90 |
| Connor Leggore | 30454746 | 06/27/94 |
| Cody Miele | 29978563 | 01/12/93 |
| Jason Myers | 26269946 | 10/20/82 |
| Rachapak Suwanrut | 32761496 | 04/29/92 |
| Douglas Messick | 29445384 | 08/16/91 |
| Ricky Myers | 20226149 | 07/13/63 |
| Shane Swenson | 28179684 | 05/22/88 |
| Benjamin Thomas | 27696870 | 01/02/87 |
| Carl Books | 10332213 | 10/28/39 |
| William Slippey | 13599079 | 01/05/49 |
| Adam Kosheba Jr | 22210029 | 05/26/70 |
| Kay Lengle | 17548521 | 10/21/56 |
| Blake Iorio | 32809137 | 08/05/94 |
| Logan Becker | 30729171 | 05/18/95 |
| Derek Day | 28545035 | 04/17/89 |
| Tyler Harris | 28684137 | 08/13/89 |
| Phillip Minter | 27398605 | 02/17/86 |
| Bruce Matthews | 29033010 | 08/14/72 |
| Justine Walters | 22479808 | 03/04/70 |
| LeighAnn Urban | 26565323 | 09/19/83 |
| Bradley Gotshall | | 02/06/91 |
| Benjamin J Feidt | 31080953 | 10/16/93 |
| Neal P O'Malley | 30007046 | 07/19/92 |

USDOT/SAFER/FMCSA driver requirements include having a driver qualification checklist in file which is available via this link:

https://csa.fmcsa.dot.gov/safetyplanner/documents/Forms/Driver%20Qualification%20Checklist_508.pdf

A sample driver qualification checklist is also provided on the following pages.

LEHIGH VALLEY

## Driver Qualification File Checklist

49 CFR 391 explains the minimum requirements for commercial motor vehicle drivers. Motor carriers are required to maintain a qualification file for each of their drivers. The following checklist will help you ensure that each driver qualification file is complete.

| ✓ | | Form/Inquiry/Note to Include | Must Retain Document For |
|---|---|---|---|
| | Ongoing Updates | **Inquiry To State Agencies for Driving Record – Annual** — 49 CFR 391.25 (a) and (c)<br>Motor carriers must contact State agencies annually for an updated copy of each driver's MVR. | 3 years from date of execution |
| | | **Review of Driving Record – Annual** — 49 CFR 391.25 (c) (2)<br>At least once every 12 months, the carrier must collect a current motor vehicle record (MVR) from the State issuing a driver's license, and review the MVR to determine whether the driver still meets the minimum requirements for safe driving, and to confirm they are not disqualified pursuant to 49 CFR 391.15. A note including the name of the person who performed this review and the date must be retained in the file with the MVR. | 3 years from date of execution |
| | | **Driver's Certification of Violations – Annual** — 49 CFR 391.27<br>At least once every 12 months, drivers must submit a list of all convicted violations of motor vehicle traffic laws and ordinances during the previous 12 months. Carrier must review this and compare it with the driver's annual MVR. Note: Drivers who have provided information required by 49 CFR 383.31 need not repeat information in this annual list of violations. | 3 years from date of execution |
| | | **Medical Examination Report and Medical Examiner's Certificate** — 49 CFR 391.43<br>All commercial drivers are required to pass a physical exam conducted by a licensed medical examiner at least once every 24 months. The carrier must retain a copy of this certificate. For CDL drivers; the carrier must retain a copy of the CDLIS motor vehicle record, which contains the examination information. | 3 years from date of execution |
| | | **Employer note verifying that medical examiner is listed on National Registry of Certified Medical Examiners** — Non-CDL drivers: 49 CFR 391.51(b)(9)(i)); CDL drivers: 49 CFR 391.51(b)(9)(ii))<br>A note must be included in the driver's qualification file to verify that the medical examiner is listed on the National Registry of Certified Medical Examiners. | 3 years from date of execution |
| | Initial DQ File Documents | **Driver's Application for Employment** — 49 CFR 391.21<br>A driver must not drive a CMV unless an application for employment is completed and signed. | Life of employment + 3 years after termination |
| | | **Driver's Road Test Certificate or Equivalent*** — 49 CFR 391.31(e)<br>A person must not drive a commercial motor vehicle until he/she has successfully completed a road test and has been issued a certificate. | Life of employment + 3 years after termination |
| | | **Inquiry to Previous Employers: Safety Performance History Records Request** — 49 CFR 391.23(a)(1)and(b)<br>Carriers must investigate the driver's employment record during the preceding three years. This investigation must be completed within 30 days of the date employment begins. Carrier must retain a record of the request and all response documentation. | Life of employment + 3 years after termination |

| ✓ | | Form/Inquiry/Note to Include | Must Retain Document For |
|---|---|---|---|
| | Initial DQ File Documents | **Safety Performance History Records: Driver Correction or Rebuttal** (if applicable) — 49 CFR 391.23(i)(2) and 49 CFR 391.23(j)(3))<br>Carriers must maintain a record of both the request for a driver's safety performance history and any related documentation, for example if a driver documents that information in the history is inaccurate. | Life of employment + 3 years after termination |
| | | **Inquiry To State Agencies for 3-Year Driving Record** — 49 CFR 391.23(a)(1)and(b)<br>Carriers must contact State agencies for the driver's MVR for the past three years. Request must be made within 30 days of hire. MVR must be kept in the driver's personnel file, and updated annually. See "Review of Driving Record" entry above. | Life of employment + 3 years after termination |
| | | **Pre-Employment Drug and Alcohol Documents** — 49 CFR 40.25(j); 49 CFR 382.301<br>Employers must ask potential employees if they have tested positive or refused to test, on any pre-employment drug or alcohol test within the past three years. If the potential employee admits to having a positive test or refused to test, that individual must not perform safety-sensitive functions until the successful completion of the return-to-duty process. Documentation demonstrating completion of return-to-duty process must be retained in the driver qualification file. | See Controlled Substances and Alcohol chapter for recordkeeping requirements. |
| | | The following additional documents are only required for certain types of drivers, or in specific situations. | |
| | | **Entry-Level Driver Training Certificate** — 49 CFR 380.509(b)<br>All CDL drivers with less than one year experience must provide this certificate. | 3 years from date of execution |
| | | **Longer Combination Vehicle (LCV) Driver Training Certificate** — 49 CFR 380.401<br>A driver must not operate an LCV unless the driver can produce an LCV Driver Training Certificate or an LCV Driver Training Certificate of Grandfathering. | Life of employment + 3 years after termination |
| | | **Longer Combination Vehicle (LCV) Certificate of Grandfathering** — 49 CFR 380.111 | Life of employment + 3 years after termination |
| | | **Multiple-Employer Drivers** — 49 CFR 391.63 | Life of employment + 3 years after termination |
| | | **Skill Performance Evaluation Certificate** — 49 CFR 391.49 | 3 years from date of execution |

# Understanding the Claims Made Policy

**What is a Claims-Made Policy?**

The claims-made insurance policy provides financial protection for all claims presented during the current policy year, providing the claim occurred after the prior acts date.

To understand the claims-made policy, we will define:

**Current Policy Year:**

The policy year begins on the effective date shown on the policy and expires on the expiration date also shown on the policy. The policy's effective and expiration dates change with yearly renewal of the policy. The "prior acts" or "retroactive date" remains the same, so you are protected for incidents that occurred in prior years by the current policy.

**Prior Acts or Retroactive Date:**

This is the date (shown on your policy) that dictates if a claim is eligible to be covered. Any claims occurring after this date, presented during the current policy year, are eligible for coverage by your current policy.

**Supplemental Extended Reporting Period (Tail coverage):**

Should the policy be cancelled or non-renewed, you may be entitled to purchase insurance protection for any claim which may be after the cancellation date. The premium which is charged for this insurance is based upon the number of years you have been insured (prior acts years) and the limits purchased.

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# Public Officials Liability

Insures against wrongful conduct that arises out of the insureds' administration of duties on behalf of the entity they serve.

**Coverage A: Public Officials Liability**
**Coverage B: Employment Practices Liability**

Higher limits of liability may be available.

| | Limits |
|---|---|
| Per Claim Limit | $2,000,000 |
| Aggregate Limit | $2,000,000 |
| Deductible Per Claim | $2,500 |
| Retroactive Date: | Full Prior Acts |

**Terms, Conditions and Exclusions include but are not limited to the following:**

Claims Made Form
Defense Costs in addition to the Limit
Compensatory Coverage form only
Law Enforcement Activities Exclusion
Eminent Domain exclusion
Procurement of goods or services exclusion
Back Wages Exclusion
Employment Contract exclusion (Employment Practices)
Pollution Exclusion
Consent to Settle Endorsement
Exclusion-Public Utilities-Failure to Supply
Punitive & Exemplary Damages Endorsement
Prior & Pending Litigation Exclusion
Service of Suit Endorsement
Fungi or Bacteria Exclusion
Cap on Losses from Certified Acts of Terrorism
Limited Civil Legal Expense
Employment Practices Non-Monetary Suit Defense Costs Endorsement
$100,000 per claim / $300,000 aggregate

Reminder: Please report all incidents that could result in a lawsuit, action or complaint against you to your insurance company immediately to avoid late reporting penalties.

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# Police Professional Liability

Provides liability coverage for police officers and police departments, in conjunction with acts, errors, and omissions while performing their professional duties.

| Coverages | Limits |
|---|---|
| Occurrence Form | |
| Each Loss | $1,000,000 |
| Each Person | |
| Annual Aggregate | $3,000,000 |
| Deductible – (including loss adjustment expense) | $5,000 |
| Admitted Basis | Yes |
| | |
| Defense Cost in Addition to Limits | Yes |
| Municipality Included as a Named Insured | Yes |
| Consent to Settle | Yes |
| Mutual Aid Agreements | Yes |
| Political Subdivisions | Yes |
| Line of Duty Death Coverage | $50,000/$100,000 |
| | |
| Exclusions include but are not limited to: | |
| - NonMonetary Damages Exclusion | Yes |
| - Sexual Abuse/Molestation Exclusion | Yes |
| - Communicable Diseases | No |

**Please refer to the specific policy for terms, conditions and exclusions**

Higher Limits of Liability may be available

LEHIGH VALLEY

**What is a Claims-Made Policy?**

The claims-made insurance policy provides financial protection for all claims presented during the current policy year, providing the claim occurred after the prior acts date.

To understand the claims-made policy, we will define:

**Current Policy Year:**

The policy year begins on the effective date shown on the policy and expires on the expiration date also shown on the policy. The policy's effective and expiration dates change with yearly renewal of the policy. The "prior acts" or "retroactive date" remains the same, so you are protected for incidents that occurred in prior years by the current policy.

**Prior Acts or Retroactive Date:**

This is the date (shown on your policy) that dictates if a claim is eligible to be covered. Any claims occurring after this date, presented during the current policy year, are eligible for coverage by your current policy.

**Supplemental Extended Reporting Period (Tail coverage):**

Should the policy be cancelled or non-renewed, you may be entitled to purchase insurance protection for any claim which may be after the cancellation date. The premium which is charged for this insurance is based upon the number of years you have been insured (prior acts years) and the limits purchased.

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# Crime Coverage (separate Travelers policy)

| Coverage | Limit | Deductible |
|---|---|---|
| Employee Dishonesty- Blanket Form | $250,000 | $1,000 |
| - First Party Coverage<br>- Third Party Coverage<br>- ERISA Compliance | Yes<br>No<br>No | |
| Forgery or Alteration | $100,000 | $1,000 |
| Computer & Funds Transfer Fraud | $200,000 | $1,000 |
| Funds Transfer Fraud | 10,000 | $1,000 |
| Theft, Disappearance & Destruction | | |
| Inside the Premises | $10,000 | $1,000 |
| Outside the Premises | $10,000 | $1,000 |

Higher limits may be available

Employee Dishonesty covers loss of money, securities and other property by employee dishonesty at all premises (unless specific premises is noted) of the insured.

Does not apply to individuals who are required to be bonded per state statute, i.e. tax collectors & treasurers.

ERISA: Provide exact name of the Pension Plan(s) as filed on Form 5500 with the U.S. Federal Government.

**Please refer to the specific policy for terms, conditions and exclusions . Please note that policy may reflect a 12 month reporting period for losses.**

**Other Coverages Available:**
Robbery & Safe Burglary
Premises Burglary
Computer Fraud
Extortion
Premises Theft & Robbery Outside
Lessees of Safe Deposit Boxes
Securities Deposited with Others
Liability for Guests' Property- Safe Deposit Box
Liability for Guests' Property- Premises
Safe Depository Liability
Safe Depository Direct Loss

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# Commercial Excess Coverage

*Excess Liability Protection may extend coverage over Commercial General Liability, Commercial Auto Liability and Employers' Liability based on the approved schedule of underlying insurance.*

**The Excess policy may provide the following:**

Excess coverage over limits provided by other liability policies
• Broadened coverage to respond to liability exposures not covered by other policies, subject to a Self-Insured Retention; and
• Replacement or "drop down" coverage when primary policy aggregate is exhausted or reduced.

**Limits:** **Higher Limits of Liability May Be Available**

| | |
|---|---|
| Each Occurrence | $1,000,000 |
| Aggregate | $1,000,000 |
| Self-Insured Retention | $10,000 |

**Required Underlying Limits:**

| | |
|---|---|
| **Automobile Liability:** | $1,000,000 |
| **Commercial General Liability:** | |
| General Aggregate | $3,000,000 |
| Products/ Completed Operations Aggregate | $3,000,000 |
| Each Occurrence | $1,000,000 |
| Personal Injury & Advertising Injury | $1,000,000 |
| | |
| Public Officials Liability: | Included |
| Police Professional Liability: | Included |
| Employment Practices Liability | Included |

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**Terms, conditions, exclusions include but are not limited to the following:**

- Pollution Exclusion
- Care, Custody & Control of Real & Personal Property Exclusion
- Uninsured Motorists Exclusion
- Asbestos Exclusion
- Employment Practices Liability
- Directors & Officers Liability
- Fiduciary Liability
- Professional Liability Exclusion
- Excess Coverage for Uninsured Motorist is/is not available.
- Policy is not subject to audit
- No Fault (PIP) Exclusion
- Cross Suits Exclusion
- Employers Liability excluded
- Limited coverage for Certified Acts of Terrorism (TRIA 2006) is included
- PA Changes – Right to Reimbursement of Defense Costs IL0120 attached
  Abuse or Molestation Exclusion
  Athletic Activities Exclusion
  Communicable Disease Exclusion
  Dam or Reservoirs Exclusion
  Failure to Supply Exclusion
  Trampolines Exclusion

Supplementary payments are included and will not reduce the limit of insurance. (i.e. defense costs are outside the policy limits).

The excess does not drop down over any "sub limit" on the underlying unless you have specifically confirmed otherwise. Example, you may have a $25,000 sublimit for a coverage that is not excluded on the excess. However, because the underlying limit requirements are at $1,000,000, the excess will not pick up until the $1,000,000 requirements has been met. IE - $975,000 gap in limits coverage.

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# Cyber Liability

### Data Breach and Privacy Security Liability Claims-Made/Breach Occurring Coverage Part: PLF P0004 CW (06-14)

| | |
|---|---|
| Data Breach & Privacy Security Liability (DBPSL): | $ 1,000,000 DBPSL Each Claim and/or Breach / $ 1,000,000 Aggregate |
| Regulatory Action: | $ 1,000,000 Aggregate |
| Regulatory Compensatory: | $ 1,000,000 Aggregate |
| PCI Fine/Penalties: | $ 1,000,000 Aggregate |
| PCI Assessments: | $ 1,000,000 Aggregate |
| Computer Forensics Costs: | $ 1,000,000 Aggregate |
| Notification Costs: | $ 1,000,000 Aggregate |
| Credit or Identity Protection Costs: | $ 1,000,000 Aggregate |
| Crisis Management & Public Relations Cost: | $ 1,000,000 Aggregate |
| Retroactive Date: | 09/28/2016 |
| Retention: | $ 5,000 |

### Media Liability Claims-Made and Reported Coverage Part: PLP P0005 CW (06-14)

| | |
|---|---|
| Covered Professional Services: | Government Entity / Municipality |
| Media Liability (ML): | $ 1,000,000 Each Claim / $ 1,000,000 Aggregate |
| Retroactive Date: | 09/28/2016 |
| Retention: | $ 5,000 |

### Cyber Enhancement

| | |
|---|---|
| Cyber Business Interruption | $1,000,000 |
| Cyber Business Interruption Consulting Costs | $50,000 |
| Retention | 10 hours |
| Cyber Extortion | $1,000,000 |
| Hacker Damage | $1,000,000 |
| Hacker Damage Consulting Costs | $50,000 |

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# Cyber Liability Fact Sheet

**Did you know?????**

- Half of all small and midsize businesses in the U.S. experienced a data breach in the past year and 55% experienced a cyberattack.
- Nearly 40% of businesses have experienced a ransomware attached in the last year and of these, more than 1/3 lost revenue.
- Of all the cyber incidents tracked by Advisen, attacks against small and midsize business represent about 40% of the total.

Cyber liability coverage is insurance coverage for liability that arises out of unauthorized use of, or unauthorized access to, electronic data or software within your network or business. Cyber liability policies also provide coverage for liability claims for spreading a virus or malicious code, computer theft, extortion, or any unintentional act, mistake, error, or omission made by your employees while performing their job. Traditional insurance policies, such as your general liability and computer policies do not cover these unique exposures.

The following are some examples of the coverage available on this type of insurance policy. The policies typically allow you to purchase the specific coverage you wish to have:

- Claims arising out of negligence as respects privacy laws.
- Claims arising out of negligence as respects unauthorized access to your system and failure to prevent identity theft.
- Claims arising out of negligence from your website and internet based activities
- Notification expense should a breach occur where notifications of all affected parties is required by current laws and statutes.
- Credit Monitoring Expense where required
- Crisis Management Expense to mitigate harm to your reputation due to a breach
- Fines and penalties associated with Data Privacy Regulatory Proceedings
- Investigation Expenses

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# Why Do You Need Cyber?

Your General Liability policy isn't enough.

General Liability (GL) policies **do not** cover the loss exposures covered by cyber insurance policies. Think you're not at risk of cyber attack? Think again.

- 58% of cyber loss victims are small to midsize businesses.
- 36% of claims for Coalition policyholders result from a business email compromise.
- Coalition SMB policyholders experienced an average claim of $160,000.

Over 90% of security incidents are caused by human error. Can you afford ***not*** to have cyber insurance?

## The most innovative and comprehensive coverage available.

Coalition covers more of the financial, tangible, and intangible exposures your business faces as than any other insurance company.

**Ransomware**
A hacker has encrypted all of your files and won't unlock them until you pay a ransom. Not to worry, we'll cover the costs to restore your data and get you up and running again.

**Wire Fraud and Social Engineering**
A funds transfer request is sent to your controller by someone pretending to be your CEO. The funds may be out the door, but at least you're not out of pocket—we've got you covered.

**Phishing and Data Breaches**
A hacker gains access to an employee's email or breaches your network. We'll cover costs to fix the problem and breach related expenses such as credit monitoring and regulatory penalties.

## There were $1 billion in estimated hacking losses suffered by cryptocurrency exchanges last year alone. You need the most comprehensive protection. That's Coalition.

### State-of-the-art cybersecurity

Our cybersecurity platform includes 24/7 monitoring, automated security alerts, employee training, and security experts to prevent cyber incidents before they occur.

+

### Best-in-class cyber insurance

We protect the value of your business including financial, intangible, and tangible damage with up to $15M of the most comprehensive cyber insurance.

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# Cyber Liability Claim Examples

The average cost of a data breach is $204 per lost record, with more than half of such costs attributable to lost customers and the associated public relations expenses to rebuild an organization's reputation.[1] The below examples illustrate situations in which the costs incurred to remediate a data breach were significant.

### Unauthorized Access

An international computer hacking group gained access electronically to the computerized cash registers of a restaurant chain and stole credit card information of 5,000 customers, starting a flood of fraudulent purchases around the world.

### Theft of Digital Assets

A regional retailer contracted with a third party service provider. A burglar stole two laptops from the service provider containing the data of over 800,000 clients of the retailer. Under applicable notification laws, the retailer - not the service provider - was required to notify affected individuals. Total expenses incurred for notification and crisis management to customers was nearly $5M.

### Privacy Breach

An employee of a rehabilitation center improperly disposed of 4,000 client records in violation of the center's privacy policy. The records contained social security numbers, credit and debit card account numbers, names, addresses, telephone numbers, as well as sensitive medical information. The center settled the claim with the state of Massachusetts and agreed to pay fines and penalties imposed by the state as well as extend $890,000 in customer redress funds for credit monitoring on behalf of the victims.

### Theft of Digital Assets

A home healthcare organization had back-up tapes, laptops, and disks containing social security numbers, clinical and demographic information, and in a small number of cases, patient financial data that was stolen. In total, over 365,000 patient records were exposed. The organization settled with the state attorney general, providing patients with free credit monitoring, credit restoration to patients that were victims of identity fraud, and reimbursement to patients for direct losses that resulted from the data breach. The organization was also required to revamp its security policies, implement technical safeguards, and conduct random compliance audits.

### Human Error

A non-profit community action corporation printed two 1099 forms on one piece of paper. An employee was supposed to separate the forms and send each to its rightful owner. Instead, one person received both copies. The mistake sent tax forms and social security numbers to strangers. Approximately 50% of the landlords who work with the community action corporation received their forms in addition to the private information of the others.

### Cyber Extortion Threat

A U.S. based information technology company contracted with an overseas software vendor. The contracted vendor left universal "administrator" defaults installed on the company's server and a "Hacker for Hire" was paid $20,000 to exploit such vulnerability. The hacker advised if the requested payment was not made he would post the records of millions of registered users on a blog available for all to see. The extortion expenses and extortion monies are expected to exceed $2M.

### Human Error

An employee of a private high school mistakenly distributed via e-mail the names, social security numbers, birthdates, and medical information of students and faculty, creating a privacy breach. Overall, 1,250 individuals' information was compromised.

### Malicious Code

A juvenile released a computer worm directing infected computers to launch a denial of service attack against a regional computer consulting & application outsourcing firm. The infection caused an 18 hour shutdown of the entity's computer systems. The computer consulting & application outsourcing firm incurred extensive costs and expenses to repair and restore their system as well as business interruption expenses which totaled approximately $875,000.1Ponemon Institute, 4/2009 Global Cost of a Data Breach Study.

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# Lower Paxton Township
## Effective: 10/1/20 to 10/1/21

| Coverages | 2019-2020 Premiums | 2019-2020 Exposures/Limits | 2020-2021 Premiums | 2020-2021 Exposures/Limits |
|---|---|---|---|---|
| Property | $17,962 | Blanket $26,402,846 | $18,435 | Blanket $27,122,011 |
| Crime | $500 | | $500 | |
| Inland Marine | $5,059 | $3,599,035 | $5,143 | $3,624,278 |
| General Liability | $16,388 | | $16,926 | |
| Police Prof | $25,847 | | $26,538 | |
| Public Officials Empl Practices | $12,652 | | $12,686 | |
| Auto | $38,705 | 136 vehicles Value $5,982,300 | $41,280 | 136 vehicles Value $6,164,712 |
| Umbrella | $12,793 | | $12,855 | |
| Premium<br>Terrorism<br>Fee | $129,906<br>$1,430<br>$150 | | $134,363<br>$1,462<br>$250 | |
| **Total Package** | **$131,486** | | **$136,075** | |
| Cyberliability<br>Policy fee | $10,264<br>$150 | | $10,264<br>$150 | |
| Crime<br>Travelers 3 year term | $3,200 | | $3,200 | |
| **TOTAL** | **$145,100** | | **$149,689** | |

The above premiums include commission income payable to our agency.

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**The above quotation is valid until** 10/1/20

**Options:**

**Pollution Liability – Underground storage tanks**
$1,000,000 per incident
$2,000,000 aggregate
Premium: $1,722 incl fees

**Heart & Lung (Accident)**
$50,000 Principal Sum
Premium: $3,000

**See enclosed optional quotes**

**Binding Conditions:**

- If you elect to reject terrorism coverage, the enclosed Terrorism Rejection form must be signed and returned
- Signed Statement of Values, Vehicle Schedule & Inland Marine Schedule.
- Completed and signed applications for Accident & Pollution policies (if bound).
- Signed auto forms
- Tax Exempt form

Coverage cannot be considered bound until a binder has been received.

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# A.M. Best Rating of Proposed Carriers

| Policy Type | Carrier | Rating |
|---|---|---|
| **Package** | **Amguard** | **A+, X** |
| **Cyber, Crime** | **Travelers Casualty Surety of America** | **A++, XV** |
| | | |

**GENERAL RATING**

These rating classifications reflect BEST's opinion of the relative position of each company in comparison with others, based upon averages within the Property-Casualty insurance industry. They are reflective of overall company services and standing within the industry.

| | | | |
|---|---|---|---|
| A++,A+ | Superior | B,B- | Good |
| A,A- | Excellent | C++, C+ | Fair |
| B++, B+ | Very Good | C, C- | Marginal |

***FINANCIAL SIZE CATEGORY***

The Financial Size Category is an indication of the size of an Insurer and is based on reported Policyholders' surplus plus conditional or Technical Reserve Funds, such as mandatory securities valuation reserve, other investment and operating contingency funds and/or miscellaneous voluntary reserves in liabilities.

($ in Thousands)

| | | | |
|---|---|---|---|
| Class I | Less than | | $1,000 |
| Class II | $1,000 | to | $2,000 |
| Class III | $2,000 | to | $5,000 |
| Class IV | $5,000 | to | $10,000 |
| Class V | $10,000 | to | $25,000 |
| Class VI | $25,000 | to | $50,000 |
| Class VII | $50,000 | to | $100,000 |
| Class VIII | $100,000 | to | $250,000 |
| Class IX | $250,000 | to | $500,000 |
| Class X | $500,000 | to | $750,000 |
| Class XI | $750,000 | to | $1,000,000 |
| Class XII | $1,000,000 | to | $1,250,000 |
| Class XIII | $1,250,000 | to | $1,500,000 |
| Class XIV | $1,500,000 | to | $2,000,000 |
| Class XV | $2,000,000 | or | Greater |

This information has been provided to you so that consideration is given to the financial condition of our proposed carriers. The financial information disclosed is the most recent available to Brown & Brown, Inc. Brown & Brown does not guarantee financial condition of the insurers listed above. The financial condition of the above carriers has been explained by Brown & Brown, Inc. and I hereby acknowledge these financial conditions.

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**Compensation**. In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

**Questions and Information Requests**. Should you have any questions, or require additional information, please contact this office at 1-800-634-8237 or, if you prefer, submit your question or request online at http://www.bbinsurance.com/customerinquiry/

LEHIGH VALLEY

# BROWN & BROWN
# PRIVACY POLICY NOTICE
(as of July 1, 2001)

## PURPOSE OF THIS NOTICE

As a valued customer of ours, we respect the trust that you have placed in us and we continuously strive to earn and maintain that trust. We understand the importance of protecting the confidentiality and security of your nonpublic personal information.

In order to provide you with top-quality insurance products, and with the service you deserve, it is necessary for us to collect nonpublic personal information about you and, in certain situations, to share that information with others. Title V of the federal Gramm-Leach-Bliley Act ("GLBA") generally prohibits us from sharing nonpublic personal information about individuals who obtain products or services from us for personal, family or household purposes with a nonaffiliated third party unless we provide such individuals with this notice of our privacy policies and practices describing the type of information that we collect about you and the categories of persons or entities to whom that information may be disclosed. Therefore, we are providing you with this document, which describes our policies and practices with respect to your nonpublic personal information. We will, of course, also adhere to any privacy law requirements of your State that are not addressed in this document.

This privacy policy applies to our relationship with you if you are an individual who obtains products or services from us for personal, family or household purposes.

## OUR PRIVACY POLICIES AND PRACTICES

### Information We Collect

We may collect nonpublic personal information about you and the members of your household in order to conduct our business operations, provide customer service, offer new products, and satisfy legal and regulatory requirements. We may collect the following categories of such information from the sources noted below:

- information that we receive from you directly, including information required for the completion of applications, worksheets, questionnaires, claim forms or other documents (such as your social security number, driver's license number, amount of coverage requested, and beneficiaries);

- information about your transactions with us, our affiliates or others (such as your policy coverage, premiums and payment history);
- information that we receive from a consumer protection agency (such as motor vehicle reports or other information about your creditworthiness and credit history);
- information we receive from medical records or medical professionals;

- information from other sources (such as prior loss information and demographic information);
- information about your personal health (such as information regarding your health history, or an accident, disability or injury, which may be required by an insurance provider for underwriting or claims purposes); and
- information that we receive when you visit us through the Internet (such as your e-mail address, or information provided through online forms that you complete).

**Information We May Disclose, and Parties to Whom Disclosures May Be Made**

We do not disclose nonpublic personal information about you to any affiliated or nonaffiliated third parties, except as permitted by law. Disclosures which are permitted by law include, but are not limited to, disclosures which are necessary to procure, service and renew your policy, to assist you with the reporting of claims, and to process transactions that you request. For example, we may disclose the nonpublic personal information we collect about our customers or former customers to affiliated or nonaffiliated parties that perform services for us such as customer service or account maintenance, or as permitted or required by law. Specific examples of circumstances in which such disclosure might occur include mailing information to you, and maintaining or developing software for us, as well as responding to subpoenas, or complying with an inquiry or requirement of a government agency or regulator. To the extent permitted by law, we may also disclose the information we collect to parties that perform marketing services on our behalf, or to other financial service providers, such as insurance intermediaries or providers, with whom we have joint marketing agreements. We do not disclose your personal health information to others for the purpose of marketing to you unless we have your consent.

**Confidentiality and Security of Your Nonpublic Personal Information**

We have policies in place concerning the importance of maintaining the confidentiality and security of your nonpublic personal information, and we require our employees to comply with these policies. Access to such information is allowed for business purposes only. We do not sell any such information to mailing list companies or mass marketing companies.

**Changes to Our Policy**

We may choose to modify this policy at any time. We will notify customers of such modifications at least annually.

Again, we appreciate your business, and the privilege of assisting with your insurance needs. If you have any questions about this notice, please contact us at **610-974-9490**, and we will be happy to assist you**.**

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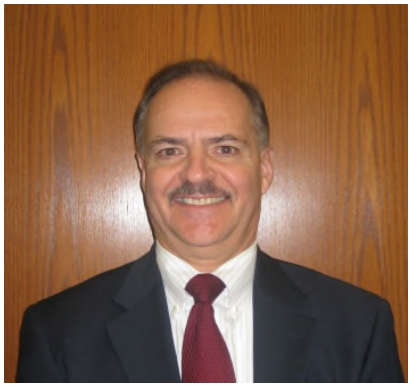

# Paul Pugielli, CIC
# SENIOR VICE PRESIDENT

***Paul has been an Account Executive for Brown & Brown, (formerly Bowers Schumann and Welch) for over twenty five (25) years. His primary focus is in the administration of insurance programs for municipalities, municipal authorities and regional police departments. He currently administers the Pennsylvania Municipal Insurance Program (PAMIP) and the Keystone Municipal Insurance Trust (KMIT) for over 125 Brown & Brown clients. Prior to his Agency experience with Brown & Brown, Paul held various positions with insurance companies in New York City, Los Angeles and Bethlehem, Pennsylvania.***

***In addition to assisting individual clients with their insurance and risk management needs, Paul has conducted seminars and presentations for local government associations as well as for the PLGSA (Pennsylvania Local Government Securities Association and PSATS (Pennsylvania State Association of Township Supervisors). He has also published an article on Law Enforcement Liability for the Agent and Broker Magazine. Paul currently serves as a member of the Hanover Township (Northampton County) Planning Commission.***

***Paul is a graduate of the State University of New York at Binghamton and has earned his Certified Insurance Counselor (CIC) designation.***

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# PROPERTY TERMS

**Actual Cash Value** - This valuation method pays for the cost to repair or replace damaged property with like kind and quality, less reasonable deductions for wear and tear, deterioration and economic obsolescence.

**Agreed Value** - This amendment waives the coinsurance requirement for covered property and the insurer, therefore agrees to cover losses for the agreed value.

**Basic Causes of Loss** - Protection for specified causes of loss: eg. fire, lightning, explosion, windstorm, hail smoke (except from agricultural smudging or industrial operations), aircraft, vehicles, riot, civil commotion, vandalism, sprinkler leakage, sinkhole collapse and volcanic action.

**Blanket Coverage -** A single limit of insurance, that applies to two or more property items at one location, or to two or more kinds of property at several locations. It allows you to shift property values with no impairment of recovery, as long as the total amount of insurance carried complies with the coinsurance requirement stated in the policy.

**Buildings -** Permanent structures listed on the policy including completed additions, permanently installed fixtures, machinery and equipment, outdoor fixtures, owned personal property used to service, repair or maintain the building and additions under construction or repair.

**Business Income Including Extra Expense** - Coverage used to insure against loss of income (including any continuing normal operating expenses) that you experience because of a suspension of your business when insured property has been damaged by a covered peril.
Extra Expenses are included and Rental Values can be added as an option.

**Coinsurance** -Clause that requires you to carry insurance limits equal to a minimum percentage (typically 80 %, 90% or 100%) of the insurable value (actual cash value or replacement cost basis) at the time of loss. This requirement can apply to buildings, personal property and/or business income limits. If the amount of insurance carried is less than what is required by this clause, any claim payment may be reduced by the same percentage as the deficiency.

Examples of 80 % Coinsurance Clause, Based on Replacement Cost.

| Replacement Cost | Insurance Carried | Actual Loss Sustained | Insurance Pays |
|---|---|---|---|
| $1,000,000 | $800,000 | $800,000 | $800,000 |
| $1,000,000 | $400,000 | $800,000 | $400,000 |
| $1,000,000 | $600,000 | $400,000 | $300,000 * |

* Did Carry $600,000 = .75 X Loss ($400,000) = $300,000 Paid by Insurance
Should Carry $800,000 = $100,000 Paid by You
(80% X $1 Million) $400,000 Total Loss

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# PROPERTY TERMS *(continued)*

**Deductible –** The amount that will be deducted from any payment made to you because of a covered loss.

**Earthquake Coverage -** Protection for loss due to earth movement including earthquake shocks and volcanic eruption. Refer to policy for specific definitions of "earthquake"

**Equipment and Machinery** - Coverage applies not only to boilers, but includes pressure vessels, compressors, motors, internal combustion engines, fans, pumps, generators, transformers and other miscellaneous electrical equipment. This includes electrical business and communications systems and heating air conditioning equipment. Coverage includes perils normally excluded in the package policy, such as pressure failures and other accidents to boilers and pressure vessels, mechanical breakdown and electrical breakdown. In addition, it covers many hazards that warranties and maintenance contracts do not, such as operator error, faulty workmanship, poor maintenance, acts of utility companies, business interruption/extra expense, spoilage or even resulting damage to property.

**Flood Coverage** - Protection against loss due to water damage arising from flooding, surface water, tides, tidal waves, and the overflow of any body of water. Refer to policy for specific definitions of "flood". Building is defined as a structure with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site for the purposes of the NFIP flood program.

**Ordinance or Law Coverage-** (per schedule) Provides additional coverages for loss with respect to buildings as a consequence of enforcement of an ordinance law:

**Coverage A**- Coverage for loss to the undamaged portion of the building
**Coverage B**– Demolition cost coverage
**Coverage C**– Increased cost of construction coverage

**Personal Property -** Personal property owned by your firm and used in your operations.
Furniture and fixtures, equipment and machinery, raw stock, and finished goods all fall within this category. May also include personal property of others that is in your care, custody, and control.

**Protective Safeguards -** As a condition of insurance, you are required to maintain the protective devices and/or services listed in the policy such as automatic alarms, sprinkler systems and/or, security services. Failure to do so may exclude coverage should a fire occur.

**Replacement Cost** - This loss valuation method pays for the cost to repair or replace damaged items with like kind and quality without deduction for depreciation. This is important since you could face a substantial loss if you must replace property at today's prices but receive only the depreciated value of the property that was destroyed.

**Special Causes of Loss** – Protection against direct loss arising from any cause not specifically excluded. The advantage of this form is that the insurance company must prove that a loss is specifically excluded in order to deny coverage under the policy.

# CRIME TERMS

**Computer Fraud Coverage -** For loss of your money, securities, and other property by computer fraud. This coverage protects your money, securities and other property from theft which follows and is directly related to the use of any computer fraudulently cause a transfer of that property from inside your premises or banking premises to a person or place outside that premises. This coverage excludes losses caused by employees.

**Employee Dishonesty Blanket Coverage -** For your money, securities, and other property against loss through the dishonest acts of any of your employees. The maximum recovery for any one loss occurrence is the limit of insurance which you select, regardless of the number of employees involved.

**Employee Dishonesty Coverage Schedule -** For your money, securities, and other property against loss through the dishonest acts of employees. This coverage and limits may apply to a specific individual or to the job position that the individual holds. If you choose to cover by position and a loss is caused by an employee serving in more than one position, the largest limit of insurance in effect and applicable to any of those positions at the time the loss is discovered applies. An employee dishonesty occurrence is defined as one occurrence regardless the number of times an employee was involved in a covered incident and therefore, subject to only one limit.

**Forgery or Alteration Coverage -** For loss by forgery or alteration of, on or in any checks, drafts, promissory notes or similar written promises, order or directions to pay money that are made or drawn upon your accounts by someone acting as your agent, or that are purported to have been so made or drawn. This coverage protects you against forgery losses caused by a person other than an employee.

**Premises Burglary Coverage -** For loss of your property, *other than money and securities*, while inside your premises and caused by robbery of a watchperson or burglary by a person other than an employee.

**Robbery and Safe Burglary -** For loss of any of your property, *other than* money or securities, while inside your premises in the custody of assigned personnel or while in a safe or vault inside your premises. Your property, *other than money and securities*, may be covered while it is outside the premises in the custody of a messenger. Your property, other than money & securities, is only protected if the loss is caused by robbery or safe burglary by persons other than employees.

**Theft, Disappearance and Destruction -** For loss of your money and securities by theft, disappearance, or destruction while the property is within your premises or a banking premises, or while your money and securities are outside your premises in the possession of a messenger. This coverage protects you against losses caused by theft, robbery, and safe burglary when caused by persons other than employees.

# AUTOMOBILE TERMS

**Broad Form Drive Other Car Coverage** – Provides coverage for individual named on the endorsement and spouse for use of non-owned car, sometimes referred to as "Borrowed Car" coverage. This should be purchased if you do not have a personal auto policy.

**Auditable** – When your policy is auditable, is requires an examination of your operation, records and books of account to discover your actual insurance exposure for the specific period of time coverage was provided. Exposure means your payroll, sales, units, number of employees or contract cost. Your premium is adjusted based on estimated exposures at policy inception vs. actual exposures after policy expiration.

**Collision** – Pays for loss of, or damage to, automobiles from collision with another object or upset.

**Comprehensive** – Pays for loss of or damage to, automobiles from perils other than collision.

**Personal Injury Protections** – Coverage is included for vehicle passengers under no-fault law provisions, as available or required by state statutes.

**Uninsured Motorists (UM)** – Protects insureds who are not contributory negligent for bodily injury caused by third-party drivers who are negligent and do not have any insurance to pay for losses and damages. Uninsured Motorists Coverage may be available in two different forms:

> **Non-Stacked UM** – Will provide you with the limit of uninsured motorists' coverage shown in your policy schedule, regardless of how may vehicles you own.
>
> **Stacked UM** – Will provide you with the sum of limit of uninsured motorists' coverage shown in your policy schedule. If there is more than one covered auto, the limit of insurance for the accident would be the sum of the limits for all those owned autos, which are, covered autos. (Example: If your limit is $100,000 and you are insuring three vehicles, the maximum paid would be the sum of the coverage's, or $300,000).

**Underinsured Motorists (UIM) -** Protects insureds who are not contributory negligent against bodily injury caused by third-party drivers who are negligent and do not carry enough insurance to pay for all losses and damages.

**Hired Automobiles** – Covers the liability for the use of hired automobiles in your business.

**Non-Owned Automobiles** – Covers the liability for the use of non-owned automobiles in your business. An example would be an employee using his own car on an errand for you.

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# COVERED AUTO SYMBOLS

| SYMBOL | DEFINITION |
|---|---|
| 1 | Any "Auto" |
| 2 | Owned "Autos" only. Only those autos you own (and for liability coverage any trailers you don't own while attached to power units you own.) This includes those "autos" you acquire ownership of after the policy begins. |
| 3 | Owned Private Passenger "Autos" Only. Only the private passenger "Autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins. |
| 4 | Owned "Autos" other than private passenger "autos" only. Only those autos you own that are not of the private passenger type (and for liability coverage any "trailers" you don't own while attached to power units you own) this includes those autos not of the private passenger type you acquire ownership of after the policy begins. |
| 5 | Owned "Autos" subject to No– Fault. Only those "autos" you own that are required to have No– Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No– Fault benefits in the state where they are licensed or principally garaged. |
| 6 | Owned "Autos" subject to a compulsory uninsured motorist's law. Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorist's requirement. |
| 7 | Specifically described "Autos". Only those autos described in item 3 of the Declarations for which premium charge is shown (and for liability coverage any "trailers" you don't own while attached to any power unit described in item 3.) |
| 8 | Hired "Autos" only. Only those autos you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your employees or partners or members of their households. |
| 9 | Non Owned "Autos" Only. Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs. |

# LIABILITY TERMS

**Advertising Injury -** Covers, subject to conditions and exclusions, publication of material that slanders or libels a person or organization. Material that violates a persons right of privacy, or misappropriation of advertising ideas, and infringement of copy right.

**Auditable** – When your policy is auditable, is requires an examination of your operation, records and books of account to discover your actual insurance exposure for the specific period of time coverage was provided. Exposure means your payroll, sales, units, number of employees or contract cost. Your premium is adjusted based on estimated exposures at policy inception vs. actual exposures after policy expiration.

**Broad Form Property Damage** - Modifies the care, custody, and control exclusion to provide property damage coverage in areas that you are working.

**Claims-Made Form** – Coverage only applies for claims made first during the policy period and that occurred on or after the "Retroactive Date" identified in the policy. If available, "Full Prior Acts" in place of a "Retroactive Date" eliminates the "Retroactive Date" provision.

**Contractual Liability -** Extends your coverage to liability assumed under contract, applies to both oral and written agreements relating to the named insured's business; e.g. when the insured signs an agreement which has a "hold harmless clause" and/or "indemnification agreement" in it, this provides the bodily injury and property damage tort liability exposure associated with these clauses. Coverage is subject to the terms and conditions of your liability policy.

**Employment Practices Liability -** Typically excluded under the General Liability coverage form but available for purchase through specialty carriers, this covers lawsuits brought by employees (past, present or prospects), or governmental entities against the insured employer, alleging wrongful discharge, discrimination or certain types of harassment. Companies have developed their own forms and they vary tremendously.

**Employee Benefit Liability -** This is an optional coverage available on the General Liability policy and it is designed to cover the cost to employees that result from incorrect information provided regarding their employee benefits. This DOES NOT INCLUDE fiduciary responsibilities or any discrimination or harassment situations. A simple example is not providing the employee with the appropriate COBRA information following termination that results in the ex-employee losing benefits. Coverage is provided by most carriers on their own filed forms.

**Excess Liability** – Provides additional limits excess the underlying liability policies. Typically on a following form basis. In case of a conflict, the underlying policy provisions usually take precedence.

**Extended Bodily Injury** - Bodily Injury or Property Damage expected or intended by an insured is excluded. This exclusion does not apply to bodily injury resulting from the use of reasonable force to protect persons or property.

**Fire Damage Legal Liability -** Intended for tenant or lessee of a commercial building who does not agree under contract to be responsible for the building, or for that part of the building, which is in its care, custody or control. Coverage is for one peril, fire, when fire is the result of an insured's negligence.

# LIABILITY TERMS *(continued)*

**Host Liquor Liability** - If you are not in the business selling or providing alcohol this covers your incidental exposure when you provide alcohol to someone. Under State law, you may be held responsible for the actions of that person and this coverage protects you for those claims.

**Incidental Medical Malpractice** - Provides coverage should you apply medical aid to an injured person and then that person turns around and sues, alleging that the medical aid was improper.

**Independent Contractors -** Covers your liability when you hire a subcontractor to work on your premises or job site. Does not cover the subcontractor, but covers only your liability for their actions. They must be adequately insured to avoid additional charges to you.

**Limited Worldwide Liability** - Expands the basic policy territory to include coverage for injury or damage caused by goods or products made or sold by you in the USA, Puerto Rico and Canada to a worldwide basis. This coverage does not apply to completed operations.

**Medical Payments -** This is strictly a "good will" coverage designed to pay medical bills for bodily injury which occurs on your premises without regard to your legal liability. (Does not apply to employees or your tenants.)

**Newly Acquired organizations -** Automatic protection for newly acquired organizations until the new organizations are specifically added to the policy or 90 days, whichever occurs first.

**Non-Owned Watercraft Liability Coverage** - (Under 26 feet in length) Provides coverage for liability, which arises from any watercraft, as long as the watercraft is not owned by the insured nor being used to carry persons or property for a fee.

**Occurrence Form** - Provides coverage for losses that occurred during the policy period. Unlike the claims made form, coverage applies even if the claim is made after the policy period. An "occurrence" means an accident, including continuous repeated exposure to substantially the same harmful conditions.

**Personal Injury—**Covers claims for libel, slander, false arrest, invasion of privacy, malicious prosecution, and wrongful entry or eviction.

**Premises Medical Expenses** - Made if there is reason to believe that the resulting injury would not have occurred but for some condition on the insured premises or operations conducted by the insured. Negligence of the insured need not be established.

**Premises/Operations -** The liability policy covers suits or claims arising out of premises you own, rent or occupy and operations conducted from these premises.

**Products/Completed Operations -** After the work is completed and turned over to the customer, this coverage would protect you for bodily injury or property damage claims arising out of the completed products or work. Does not cover the work itself or any recall expense you incur.

# EXCESS / UMBRELLA LIABILITY TERMS

**Auditable** – When your policy is auditable, is requires an examination of your operation, records and books of account to discover your actual insurance exposure for the specific period of time coverage was provided. Exposure means your payroll, sales, units, number of employees or contract cost. Your premium is adjusted based on estimated exposures at policy inception vs. actual exposures after policy expiration.

**Cross Liability -** Claims where one insured sues another insured. Typically this is excluded in umbrella and excess liability policies.

**Excess Liability** – Provides additional insurance excess the underlying liability policies. Typically on a following form basis.

**Indemnity** – This is the insuring agreement clause found in most umbrella policies, as opposed to the pay on behalf agreement. When the indemnity insuring clause is used, the insurer will indemnity or reimburse the insured for those sums of money the insured becomes obligated to pay by reason of liability imposed upon the insured by law or assumed.

**Limits of Insurance** – All umbrella liability policies contain an Each Occurrence limit of insurance. Some umbrella liability policies may have a separate limit that applies to all personal and advertising injury for one person or for the organization. Also, some policies are written with aggregate limits for only one type of loss. Umbrella policies can be written with several different variations of the aggregate limits. There are no standard umbrella policy limits.

**Pay on Behalf** - An insuring agreement used in some umbrella policies. The agreement promises to make direct payment on behalf of the insured for those sums of money the insured becomes legally obligated to pay because of liability imposed upon the insured by law or assumed under contract.

**Self -Insured Retention** - Applies when a loss is excluded from coverage under the primary policy, but not excluded under the umbrella policy. This is the amount of the loss you must pay before the umbrella policy would be required to respond.

**Umbrella –** Provides excess liability coverage over a schedule of your primary liability policies. Umbrella policies have three functions:

1. To provide additional limits above the "Each Occurrence" limit of your primary liability policies.
2. To take the place of primary insurance when primary aggregate limits are reduced or exhausted.
3. To provide broader coverage for some claims that would not be covered by your primary insurance policies. This broader coverage is subject to the umbrella policy's self-insured retention.

# WORKER'S COMPENSATION TERMS

**Auditable** – When your policy is auditable, is requires an examination of your operation, records and books of account to discover your actual insurance exposure for the specific period of time coverage was provided. Exposure means your payroll, sales, units, number of employees or contract cost. Your premium is adjusted based on estimated exposures at policy inception vs. actual exposures after policy expiration.

**Employer's Liability –** This coverage is part of standard workers compensation policies and applies in addition to coverage for payment of workers compensation benefits. Situations develop from time to time where an employer is liable for injuries to its employees and can be sued. Examples of the situations include:

- Claims for injuries or diseases not covered by state workers compensation laws;
- Intentional tort claims;
- Third-party over actions;
- Consequential injuries to an injured employee's family members, such as loss of services or loss of consortium; and
- Dual capacity claims, in which an employer is said to also be in an additional capacity. This is one involving its relationship to the public and for which it can be held liable for employee injury damages under common law, liability or tort principles.

The commercial general liability policy specifically excludes coverage for all these situations and loss exposures.

1. Bodily Injury By Accident - This amount is the most an insurer will pay under Coverage (B) for all claims arising from any one accident, regardless of how many employees are involved in the accident
2. Bodily Injury By Disease (Policy Limit) - This is the aggregate limit the insurer will pay under Coverage (B) for all claims sustaining bodily injury by disease during the policy period.
3. Bodily Injury By Disease (Each Employee) - This amount is the most an insurer will pay under Coverage (B) for damages due to bodily injury by disease to any one employee.

**Officer / Partner Exclusion –** In some states, workers compensation law allows an insured to include or exclude Executive Officers and Partners, or both, from coverage. Adding this endorsement designates the individuals not covered under the policy.

**Other States Insurance –** This provides workers compensation coverage's if the insured expands operations into other states not declared at the time the policy is issued or renewed. If the insured elects this coverage and operations begin in a state listed under other states, the insurer provides the same coverage as if the state was declared in the policy at the time of the policy

# WORKER'S COMPENSATION TERMS - Continued

**Worker's Compensation Insurance (Statutory) -** This coverage agreement obligates the insurer to pay all compensation and other benefits required of the insured by the workers compensation law or occupational disease law of any state listed in the policy. The coverage applies to bodily injury by accident and by disease. Coverage (A) shows no dollar limit for the benefits provided since any applicable limits would be those established within the law. Benefits under coverage (A) are paid to the employee without regard to fault.

*In Constant Pursuit Of*
*Protecting Your Assets*

# Lower Paxton Township Authority

Effective 10/01/20

Presented by Paul Pugielli, CIC, VP
Brown & Brown Lehigh Valley
610-694-1913 ppugielli@bbinslv.com

Thank you for inviting us to develop and present a Risk Solution Program to you. We welcome the opportunity to become involved with your company. We have worked to identify your needs and concerns, and to develop a program for your insurance. Brown & Brown Inc. is the largest independent agency organization in Florida and the seventh largest nationally. The company provides a variety of insurance products and services to corporate, institutional, professional and individual clients. Headquartered in Daytona Beach and Tampa, Brown & Brown is publicly traded on the New York Stock Exchange (BRO) and has been included in Forbes' list of the "200 Best Small Companies in America".

While size is not the sole criteria for choosing an insurance agent, it does enable us to offer our clients clout in the marketplace and unmatched service capability.

Please feel free to visit our national website at **www.bbinsurance.com** or our local website at **www.bbinslv.com.**

The following information is intended to provide a summary of your insurance coverage(s) for ease of review and analysis. This proposal/summary briefly shows the coverages offered. It is not a substitute for the actual policy (ies) that will be issued. In the event of any actual or interpreted differences between this summary and your policy, the terms of the policy (ies) will prevail

This proposal is based upon the exposures to loss made known to the Agency. Any changes in these exposures (i.e. new operations, new products, additional states, etc.) need to be promptly reported to us in order that proper coverage may be put into place.

LEHIGH VALLEY

# Named Insureds

The following are named insureds on your policies:

**Lower Paxton Township Authority**

Please verify the accuracy of each name on this list and update if needed.

**Location Schedule**

| Loc# | Bldg # | Address | | | Description |
|---|---|---|---|---|---|
| 1 | 1 | 425 Prince St. Suite 139; | Harrisburg | PA | Office |
| 2 | 1 | 5993 Locust Lane | Harrisburg | PA | Office/Operations facility |
| 3 | 1 | E/S Colonial Rd. N. Devonshire | Harrisburg | PA | Pumping Station |
| 4 | 1 | Devonshire Hts. Rd. Iron Bridg | Harrisburg | PA | Pumping Station |
| 5 | 1 | Nyes Rd. | Harrisburg | PA | Metering Chamber |
| 6 | 1 | Paxton Town Ctr. Parkchester R | Harrisburg | PA | Pumping Station |
| 7 | 1 | Commerce Drive Lot #46 | Harrisburg | PA | Vcnt Land-14.86 acres poss future s |
| 8 | 1 | Linglestown Rd/Sarah Dr | Harrisburg | PA | Pumping Station |
| 9 | | Nyes Road | Harrisburg | PA | vacant land 14 acres |
| 10 | | Conway Rd | Harrisburg | PA | vacant land 8 acres |
| 11 | 1 | Commerce Dr Lot 1 & 2 | Harrisburg | PA | vacant land 9.76 acres |
| 2 | 2 | 5993 Locust Lane | Harrisburg | PA | Storage Garage |

9/8/2020

# Commercial Property Coverage

**Description of Coverage Proposed:**

**Policy Forms included:**
Building(s)
Personal Property Coverage Form
Business Income Coverage

**Cause of Loss:**
Special including Theft

**Deductibles:**
$1000
72 Hour Waiting Period – Business Income
$25,000 Earthquake & Flood

**Valuation:**
Replacement Cost Coverage

Business income may or may not be provided with a coinsurance provision. It is our recommendation that you complete a business income worksheet to accurately project your business income limit and avoid a penalty in the event of a loss.

**Co-Insurance:** (Please see definitions for an example)
Building & Personal Property- 90%

Note: Only limited coverage applies to outdoor fences, radio and TV antennas including satellite dishes, detached signs, trees, shrubs and plants, unless specifically scheduled on the policy.

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**Terms, Conditions and Exclusions include, but are not limited to the following:**
Flood Limited
Earthquake Limited
Mold exclusion
Virus or Bacteria Exclusion
Property in Care, Custody, Control unless specified
Vacancy/Unoccupancy Provisions may apply
On and Off Premises Power Failure Excluded – Direct & Indirect Damage
Increased Cost of Construction excluded
Limitation on Loss Settlement – Blanket Insurance (Margin Clause) CP1232?
Limited coverage for Certified Acts of Terrorism (TRIA 2006) is included

**Additional Property Coverages**

Additional Coverages vary by insurance company. Please see your policy for specific property coverages.

**Protective Safeguards Endorsement Applies**

| Location # | Building # | Description |
|---|---|---|
| | | P1 – Automatic Sprinkler System<br>P2 – Automatic Fire Alarm<br>P3 – Security Service<br>P4 – Service Contract with private fire department<br>P5 – Automatic Commercial Cooking Exhaust & Extinguishing System<br>P9 – Other as described |

If noted above, you are required to maintain the protective devices or services listed. Failure to maintain in complete working order without proper notification to the insurance company can result in no coverage at time of loss. Please refer to your policy for specific details.

LEHIGH VALLEY

**Important Flood Notification**

Your policy **excludes/or limits** coverage for flood. **We recommend that you purchase flood insurance on all properties that you own and/or occupy.** Coverage is available for tenants improvements & betterments.

Flood is a general and temporary condition where two or more acres of normally dry land or two or more properties are inundated by water or mudflow from:

- Overflow of inland or tidal waters.
- The unusual and rapid accumulation or runoff of surface waters from any source.
- Mudslides (i.e. mudflows) which are proximately caused by flood, and are akin to a river of liquid and flowing mud on the surface of normally dry land areas.
- The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding the cyclical levels which results in flood.

If you already have flood coverage, please note that we recommend that you purchase limits on your flood policy that are equal to your property policy. Excess flood coverage may also be available to you upon request.

If you would like a quote for flood coverage or making changes to your existing coverage, please contact our office.

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## Business Income Options

Period of Restoration (deductible):

- 72 hours is standard (ISO is 72 hours/some carriers state business hours)
- Some carriers may be able to provide reduced waiting periods of 0 or 24 hours

Coverage options include:

- Coinsurance basis (business income worksheet required)
- Monthly Limit of Indemnity (1/3, ¼ and 1/6 options)
- Maximum Period of Indemnity

Other options:

- Extended Period of Indemnity – extends period of indemnity from 30 days to the number of days chosen.
- Ordinary payroll limitation or exclusion from definition of business income
- Power, Heat and Refrigeration removed from the definition of business income
- Business income from Dependent Properties (Contingent Business Income)
- Ordinance or Law – Increased Period of Restoration
- **Utility Services Coverage available for water supply, communication supply including or excluding overhead transmission lines, power supply including or excluding overhead transmission lines – on premises option OR**
- **Utility Services Coverage available for water supply, communication supply including or excluding overhead transmission lines, power supply including or excluding overhead transmission lines – off premises option**

The above is not all inclusive. Please refer to policy forms for other possible options available.

LEHIGH VALLEY

# Lower Paxton Twp Authority
## STATEMENT OF VALUES

| Loc # | Bldg. # | Coverage | | Deductible |
|---|---|---|---|---|
| Office: 425 Prince Street; Suite 139 Harrisburg, PA | | | | |
| 1 | 1 | Personal Property | $27,584 | $1000 |
| Office, Operations facility: 5993 Locust Lane Harrisburg, PA | | | | |
| 2 | 1 | Building<br>Personal Property | $1,271,052<br>$247,545 | $1000<br>$1000 |
| Storage Garage 5993 Locust Lane Harrisburg PA | | | | |
| 2 | 2 | Building | $280,000 | $1000 |
| Pumping Station: E/S Colonial Road North Devonshire Harrisburg, PA | | | | |
| 3 | 1 | Building | $171,525 | $1000 |
| Pumping Station: Devonshire Heights Road Iron Bridge Harrisburg, PA | | | | |
| 4 | 1 | Building<br>Personal Property | $786,714<br>$371,999 | $1000<br>$1000 |
| Metering Chamber: Nyes Road Harrisburg, PA | | | | |
| 5 | 1 | Building | $116,134 | $1000 |
| Pumping Station: Paxton Town Center Parkchester Road Harrisburg, PA | | | | |
| 6 | 1 | Building | $267,590 | $1000 |

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Pumping Station Linglestown Rd & Sarah Dr Harrisburg PA

| | | | | |
|---|---|---|---|---|
| 7 | 1 | Building | $396,568 | $1000 |

| | | | | |
|---|---|---|---|---|
| 000 | 000 | Blanket Bldg & Personal Property<br>Business Income | $3,936,711<br>$250,000 | $1000<br>72 hours |

Insured Signature: _____ Date: _____

Client ultimately chooses the values insured. Your insurance carrier may not reflect the cost of inflation and automatically increase your values.
Your limits will remain as shown in this proposal unless you advise otherwise.

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## VACANT/UNOCCUPIED BUILDINGS

BACKGROUND

All property policies include a condition that limits or reduces coverage when a building is vacant beyond a certain period of time. For certain causes of loss, coverage is completely eliminated. In most cases, policies or coverage forms that apply to commercial property require additional premium and attachment of a permit in order for insurance to continue during a period of vacancy.

POLICY DEFINITIONS

Insurance companies are interested in insuring successful, ongoing businesses. As a result, pricing is based on an active occupancy. If a property is vacant, pricing is subject to a significant surcharge. Since vacancy is often only discovered after a loss, the loss conditions in the coverage form limit coverage if the vacancy is not disclosed before the loss occurs.

Before any restriction can be imposed, the insurance company must define exactly what is meant by "vacancy.

- Tenant: If the insured is a tenant, and coverage applies to the insured's interest as a tenant for the property, building is defined as the unit, suite or space rented by or leased to the tenant. The building is considered vacant when it no longer contains enough business personal property to conduct the customary operations of the insured tenant.
- Building Owner or General Lessee**:** If the insured is the building owner or a general lessee, building is defined as the entire building. The building is considered vacant:
    - Unless it is at least 31% of the total square foot area is rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; or
    - Unless it is used by the building owner to conduct its customary operations.
- Buildings under construction: Buildings under construction or renovation are not considered vacant.

VACANCY PROVISIONS

Now that vacancy is defined, the vacancy condition can be stated. If the building where loss or damage occurs, as defined above, is vacant for more than 60 consecutive days before the loss:

- The insurance company pays nothing if the loss is caused by or results from vandalism, sprinkler leakage, unless the system was protected against freezing, breakage of building glass, water damage, theft or attempted theft.
- The insurance company reduces any loss amount by 15% if the claim is due to any other covered cause of loss not listed above.

LEHIGH VALLEY

# Crime Coverage

| Coverage | Limit | Deductible |
|---|---|---|
| Employee Dishonesty- Blanket Form | $250,000 | $1000 |
| - First Party Coverage<br>- Third Party Coverage<br>- ERISA Compliance | Yes<br>No<br>No | |
| Forgery or Alteration | $250,000 | $1000 |
| Theft, Disappearance & Destruction | | |
| Inside the Premises | $25,000 | $1000 |
| Outside the Premises | $25,000 | $1000 |
| Funds Transfer Fraud | $250,000 | $1000 |
| Computer Fraud | $250,000 | $1000 |

Higher limits may be available

Employee Dishonesty covers loss of money, securities and other property by employee dishonesty at all premises (unless specific premises is noted) of the insured.

Does not apply to individuals who are required to be bonded per state statute, i.e. tax collectors & treasurers.

Fraudulent Inducement/Voluntary Parting exclusion applies.

ERISA: Provide exact name of the Pension Plan(s) as filed on Form 5500 with the U.S. Federal Government.

**Please refer to the specific policy for terms, conditions and exclusions . Please note that policy may reflect a 12 month reporting period for losses.**

**Other Coverages Available:**
Premises Burglary
Computer Fraud
Extortion
Premises Theft & Robbery Outside
Lessees of Safe Deposit Boxes
Securities Deposited with Others
Liability for Guests' Property- Safe Deposit Box
Liability for Guests' Property- Premises
Safe Depository Liability
Safe Depository Direct Loss

# Lower Paxton Twp Authority

## Contractor's Equipment

**Coverage**

D*irect physical loss* subject to policy provisions, conditions, terms, definitions and exclusions.

**Limits**

| | |
|---|---|
| EDP | $250,000 |
| Accounts Receivable | $250,000 |
| Leased/rented Contractors Equip | $175,000 |
| Scheduled Contractors Equipment | See Schedule |

**Valuation**

The value of property will be the least of the following amounts:

1. The actual cash value of that property
2. The cost of reasonably restoring that property to its condition immediately before loss or damage or
3. The cost of replacing that property with substantially identical property

**Deductible**

$1,000 per occurrence

**Coverage Terms & Conditions**

Scheduled or Blanket Coverage
Boom Limitation
Overload Exclusion
Waterborne Exclusion
Below Ground Exclusion

Note: **At time of loss, the carrier will look for damaged items serial numbers and check those against scheduled equipment listed. If serial numbers do not match, or are missing, claims could be denied for that equipment. Please review the list and provide serial numbers where missing**

**Other Coverages May Be Available Upon Request:**

Boom lifting capacity
Equipment Rental Reimbursement
Hired/Leased Equipment
Miscellaneous Tools
Employee Tools
Waterborne exposures
Underground exposures

**Please refer to the specific policy for terms, conditions and exclusions**

LEHIGH VALLEY

# Lower Paxton Twp Authority

## Equipment Schedule

| # | Year | Description | Serial # | Limit | | Plate Y/N?* |
|---|---|---|---|---|---|---|
| | | 2003 John Deere | T0310SG921969 | 63,383 | | |
| | | Caterpillar Mini Excavator | | 77,360 | | |
| | | 2011 Takeuchi Skid Steer | TL230223100067 | 43,500 | | |
| | | 2017 Hitachi Excavator | HCMDAT60V00200067 | 152,000 | | |
| | | 35 Meters & equipment | ON RECORD | 242,845 | | |
| | | Rockhound LR15B | EPS00474 | 7,700 | | |
| | | Power Broom Attach | 783741206 | 3,000 | | |
| | | Mowing Attach | B1020 | 4,000 | | |
| | | Portable Flushing Attach | 4056 | 24,000 | | |
| | | Forklift Attach | 17LA76806 | 1,400 | | |
| | | Vibratory Tamper | TR754202147-14 | 6,500 | | |
| | | Cuuter B52 | 52002 | 12,000 | | |
| | | Air Compressor PDS185 | 53-6A12162 | 12,000 | | |
| | | Mortar Mixer | 98925076 | 3,500 | | |
| | | Straw Blowing machine | 12614 | 5,000 | | |
| | | Tamper BS500 | 5364256 | 2,000 | | |
| | | Portable Hyd. Shoring | | 2,500 | | |
| | | Shoring Box 8'x12' | M12020339 | 9,500 | | |
| | | 4 Alum Shoring-4'x8' $5000 each | | 20,000 | | |
| | | Port Generator EU3000EI | EZGF-1720368 | 2,700 | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | 2 Port Generator EU2000EI EACT-17548 | EACT-1669731 | 3,400 | $1700 each | |
| | | MIG Welder 216 | M3111107337 | 2,000 | | |
| | | Welder | U1070711218 | 3,400 | | |
| | | GEO 7 GPS Unit | 5348437182 | 13,000 | | |
| | | SeeSnake Camera | 20-078520 | 8,000 | | |
| | | SeeSnake Camera | 20-033248 | 8,000 | | |
| | | SeeSnake Camera | 20-042999 | 8,000 | | |
| | | SeeSnake Camera | 20-042993 | 8,000 | | |
| | | SeeSnake Monitor | 149-008659 | 6,000 | | |
| | | SeeSnake Monitor | 149-008652 | 6,000 | | |
| | | Locator SR20 | 213-18603 | 2,000 | | |
| | | Locator SR20 | 213-12538 | 2,000 | | |
| | | LocatorST510 | 215-08150 | 1,800 | | |
| | | Pole Camera | QVAHD01026 | 17,800 | | |
| | | Tripod #1850-076 | | 3,000 | | |
| | | Gas Monitor AltAir5X | 50225 | 1,700 | | |
| | | Gas Monitor AltAir5X | 107040 | 1,700 | | |
| | | Gas Monitor AltAir5X | 107041 | 1,700 | | |
| | | Gas Monitor AltAir5X | 107042 | 1,700 | | |

**Please indicate if a license plate/auto registration is required for this equipment item as it may affect how coverage should be provided.**

**9/8/2020**

# General Liability Coverage

*Coverage will pay sums which the insured becomes legally liable to pay as damages because of bodily injury or property damage to which this insurance applies.*

Coverage Type: Occurrence

| Liability | Limits |
|---|---|
| General Aggregate | $2,000,000 |
| Products/ Completed Operations | $2,000,000 |
| Personal/ Advertising Injury | $1,000,000 |
| Each Occurrence | $1,000,000 |
| Fire Damage to Rented Premises (each occurrence) | $100,000 |
| Medical Expense | $5,000 |

**Deductible: $5,000 per Sewer Backup**

**Other Coverages:**

Employee Benefits
Claims Made Coverage
Additional Insured with written contract
Failure to Supply $500,000
Sewer Backup $250,000 Annual Aggregate/$5000 Deductible
Utility-Sewer
Storm Water System Included

**Terms, Conditions and Exclusions include but are not limited to the following:**
Expected or Intended Injury Exclusion
Auto, Aircraft, Unmanned Aircraft (drones) and Watercraft Exclusion
Employment Practices Liability Exclusion
Employers Liability Exclusion
Pollution Liability Exclusion
Property in Care, Custody and Control Exclusion
Abuse/Molestation Exclusion
Professional Liability Exclusion
Asbestos Liability Exclusion

Fungi or Bacteria (Mold) Exclusion
Communicable Disease Exclusion
Lead Exclusion
Employee Benefit Liability Exclusion
Data Breaches and Cyber Attacks Excluded
Pennsylvania Changes – Right to Reimbursement of Defense Costs IL0120 applies
Limited coverage for Certified Acts of Terrorism (TRIA 2006) is/is not included
Supplementary payments are included and will not reduce the limit of liability (Defense costs are outside policy limits)
Failure to Supply Included
Herbicide/Pesticide
Sewer Back Up Included
Premium is not subject to audit

Note: Underground/Above Ground Storage Tank Liability Excluded (including clean up and remediation). Coverage for damage to tanks and their contents as well as clean up, remediation and damage to third parties is available upon request.

**Higher limits may be available**

LEHIGH VALLEY

**Notice Regarding Certificate Requirements, Contract Review and Additional Insured's**

Our agency will review contracts and requirements for certificates of insurance as needed. The scope of our review is to determine if the current insurance program which you have placed though our agency addresses the types and amounts of insurance coverage referenced by the contract.

We will identify the significant insurance obligations required and compare them to your current insurance program.

In performing this review, our Agency is not providing legal advice or a legal opinion concerning any portion of the contract. In addition, our Agency cannot identify all potential liability that may arise under this contract.

Please note that most contracts are broader in scope than coverage provided by any insurance policy. For example, the term "any and all claims" is broader than any insurance policy can cover.

In regards to additional insured's, most general liability policies have an automatic extension endorsement that extends coverage to landlords and funding sources if there is a contract that requires it. Please note, however, that it does not extend coverage to these parties for professional liability or abuse. Many carriers are not willing to provide this coverage and you should contact our service team to discuss.

This review is provided for your information, and should not be relied upon by third parties. Any description of the insurance coverages are subject to the terms, conditions, exclusions and other provisions of the policies and any applicable regulations, rating rules or plans.

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# Commercial Auto Coverage

*Automobile Coverage subject to policy provisions, conditions, terms, definitions and exclusions. Coverage is provided for all sums the insured legally must pay as damages because of bodily injury or property damage to which this insurance applies caused by an accident and resulting from the ownership, maintenance, or use of a covered auto.*

| Coverage | Limit | | Symbol |
|---|---|---|---|
| Bodily Injury & Property Damage | $1,000,000 | Combined Single Limit | 7 |
| Personal Injury Protection | $5,000 | Each Person | 7 |
| Uninsured Motorists - Not stacked | $1,000,000 | Combined Single Limit | 7 |
| Underinsured Motorists - Not stacked | $1,000,000 | Combined Single Limit | 7 |
| Physical Damage | See Schedule<br>See Schedule | Comprehensive<br>Collision | 7 |

**Additional Coverages:**

Hired Auto Liability (30 days or less only)
Non-Owned Auto Liability

**Higher Liability Limits may be available.**

Coverage only applies to vehicles that are owned/titled or leased in the corporate name, or business name in case of a partnership, that is specifically listed. If a business owned vehicle is furnished for personal use, an extension of coverage form may be required for proper protection.

**Terms, Conditions and Exclusions include, but are not limited to the following:**

- A signed auto selection form is required annually unless state law requires otherwise.
- Quote is subject to acceptable MVR's for all drivers.

**Motor Carrier Act regulations are being enforced by the states at a higher level. Do any of the following questions apply to your current operations:**

1. Haul out of state?
2. Haul anything with internal combustion engine?
3. Over 10,000 GVW (truck & trailer)

Please advise your account representative to discuss.

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# Vehicle Schedule

| Veh. # | Year | Make | Model | VIN | Comp Ded. | Coll Ded. | | Stated Amt |
|---|---|---|---|---|---|---|---|---|
| 1 | 2020 | Ford | F550 | 1FDUF5HN0LDA03289 | 2500 | 2500 | | 317,946 |

USDOT/SAFER/FMCSA driver requirements include having a driver qualification checklist in file which is available via this link:

https://csa.fmcsa.dot.gov/safetyplanner/documents/Forms/Driver%20Qualification%20Checklist_508.pdf

A sample driver qualification checklist is also provided on the following pages.

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## Driver Qualification File Checklist

49 CFR 391 explains the minimum requirements for commercial motor vehicle drivers. Motor carriers are required to maintain a qualification file for each of their drivers. The following checklist will help you ensure that each driver qualification file is complete.

| ✓ | | Form/Inquiry/Note to Include | Must Retain Document For |
|---|---|---|---|
| | Ongoing Updates | **Inquiry To State Agencies for Driving Record – Annual** — 49 CFR 391.25 (a) and (c)<br>Motor carriers must contact State agencies annually for an updated copy of each driver's MVR. | 3 years from date of execution |
| | | **Review of Driving Record – Annual** — 49 CFR 391.25 (c) (2)<br>At least once every 12 months, the carrier must collect a current motor vehicle record (MVR) from the State issuing a driver's license, and review the MVR to determine whether the driver still meets the minimum requirements for safe driving, and to confirm they are not disqualified pursuant to 49 CFR 391.15. A note including the name of the person who performed this review and the date must be retained in the file with the MVR. | 3 years from date of execution |
| | | **Driver's Certification of Violations – Annual** — 49 CFR 391.27<br>At least once every 12 months, drivers must submit a list of all convicted violations of motor vehicle traffic laws and ordinances during the previous 12 months. Carrier must review this and compare it with the driver's annual MVR. Note: Drivers who have provided information required by 49 CFR 383.31 need not repeat information in this annual list of violations. | 3 years from date of execution |
| | | **Medical Examination Report and Medical Examiner's Certificate** — 49 CFR 391.43<br>All commercial drivers are required to pass a physical exam conducted by a licensed medical examiner at least once every 24 months. The carrier must retain a copy of this certificate. For CDL drivers; the carrier must retain a copy of the CDLIS motor vehicle record, which contains the examination information. | 3 years from date of execution |
| | | **Employer note verifying that medical examiner is listed on National Registry of Certified Medical Examiners** — Non-CDL drivers: 49 CFR 391.51(b)(9)(i)); CDL drivers: 49 CFR 391.51(b)(9)(ii))<br>A note must be included in the driver's qualification file to verify that the medical examiner is listed on the National Registry of Certified Medical Examiners. | 3 years from date of execution |
| | Initial DQ File Documents | **Driver's Application for Employment** — 49 CFR 391.21<br>A driver must not drive a CMV unless an application for employment is completed and signed. | Life of employment + 3 years after termination |
| | | **Driver's Road Test Certificate or Equivalent*** — 49 CFR 391.31(e)<br>A person must not drive a commercial motor vehicle until he/she has successfully completed a road test and has been issued a certificate. | Life of employment + 3 years after termination |
| | | **Inquiry to Previous Employers: Safety Performance History Records Request** — 49 CFR 391.23(a)(1)and(b)<br>Carriers must investigate the driver's employment record during the preceding three years. This investigation must be completed within 30 days of the date employment begins. Carrier must retain a record of the request and all response documentation. | Life of employment + 3 years after termination |

| ✓ | | Form/Inquiry/Note to Include | Must Retain Document For |
|---|---|---|---|
| | Initial DQ File Documents | **Safety Performance History Records: Driver Correction or Rebuttal** (if applicable) — 49 CFR 391.23(i)(2) and 49 CFR 391.23(j)(3))<br>Carriers must maintain a record of both the request for a driver's safety performance history and any related documentation, for example if a driver documents that information in the history is inaccurate. | Life of employment + 3 years after termination |
| | | **Inquiry To State Agencies for 3-Year Driving Record** — 49 CFR 391.23(a)(1)and(b)<br>Carriers must contact State agencies for the driver's MVR for the past three years. Request must be made within 30 days of hire. MVR must be kept in the driver's personnel file, and updated annually. See "Review of Driving Record" entry above. | Life of employment + 3 years after termination |
| | | **Pre-Employment Drug and Alcohol Documents** — 49 CFR 40.25(j); 49 CFR 382.301<br>Employers must ask potential employees if they have tested positive or refused to test, on any pre-employment drug or alcohol test within the past three years. If the potential employee admits to having a positive test or refused to test, that individual must not perform safety-sensitive functions until the successful completion of the return-to-duty process. Documentation demonstrating completion of return-to-duty process must be retained in the driver qualification file. | See Controlled Substances and Alcohol chapter for recordkeeping requirements. |
| | | The following additional documents are only required for certain types of drivers, or in specific situations. | |
| | | **Entry-Level Driver Training Certificate** — 49 CFR 380.509(b)<br>All CDL drivers with less than one year experience must provide this certificate. | 3 years from date of execution |
| | | **Longer Combination Vehicle (LCV) Driver Training Certificate** — 49 CFR 380.401<br>A driver must not operate an LCV unless the driver can produce an LCV Driver Training Certificate or an LCV Driver Training Certificate of Grandfathering. | Life of employment + 3 years after termination |
| | | **Longer Combination Vehicle (LCV) Certificate of Grandfathering** — 49 CFR 380.111 | Life of employment + 3 years after termination |
| | | **Multiple-Employer Drivers** — 49 CFR 391.63 | Life of employment + 3 years after termination |
| | | **Skill Performance Evaluation Certificate** — 49 CFR 391.49 | 3 years from date of execution |

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# Public Officials Liability

Insures against wrongful conduct that arises out of the insureds' administration of duties on behalf of the entity they serve.

| | |
|---|---|
| Public Officials Liability - Each Claim | $1,000,000 |
| Employment Practices Liability | $1,000,000 |
| Policy Aggregate | $1,000,000 |
| Retention (Includes Defense Costs) | $2,500 Each Wrongful Act |
| **Retroactive Date:** | **Full Prior Acts** |

**Defense Costs Outside Limits**

**Additional Coverages:**

| | |
|---|---|
| Loss of Earnings | $500 Per Day |
| Crisis Management Coverage | $25,000 |
| Non-Monetary Relief - Defense Only | $100,000/300,000 |
| Punitive Damages | Excluded |
| Third Party Wrongful Acts | Included |

**Please refer to the specific policy for terms, conditions and exclusions**

Higher Limits of Liability may be available

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**What is a Claims-Made Policy?**

The claims-made insurance policy provides financial protection for all claims presented during the current policy year, providing the claim occurred after the prior acts date.

To understand the claims-made policy, we will define:

**Current Policy Year:**

The policy year begins on the effective date shown on the policy and expires on the expiration date also shown on the policy. The policy's effective and expiration dates change with yearly renewal of the policy. The "prior acts" or "retroactive date" remains the same, so you are protected for incidents that occurred in prior years by the current policy.

**Prior Acts or Retroactive Date:**

This is the date (shown on your policy) that dictates if a claim is eligible to be covered. Any claims occurring after this date, presented during the current policy year, are eligible for coverage by your current policy.

**Supplemental Extended Reporting Period (Tail coverage):**

Should the policy be cancelled or non-renewed, you may be entitled to purchase insurance protection for any claim which may be after the cancellation date. The premium which is charged for this insurance is based upon the number of years you have been insured (prior acts years) and the limits purchased.

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# Commercial Excess Coverage

*Excess Liability Protection may extend coverage over Commercial General Liability, Commercial Auto Liability and Employers' Liability based on the approved schedule of underlying insurance.*

**The Excess policy may provide the following:**

Excess coverage over limits provided by other liability policies
• Broadened coverage to respond to liability exposures not covered by other policies, subject to a Self-Insured Retention; and
• Replacement or "drop down" coverage when primary policy aggregate is exhausted or reduced.

**Limits:** **Higher Limits of Liability May Be Available**

| | |
|---|---|
| Each Occurrence | $1,000,000 |
| Aggregate | $1,000,000 |
| Self-Insured Retention | $10,000 |

**Required Underlying Limits:**

| | |
|---|---|
| **Automobile Liability:** | $1,000,000 |
| **Commercial General Liability:** | |
| General Aggregate | $2,000,000 |
| Products/ Completed Operations Aggregate | $2,000,000 |
| Each Occurrence | $1,000,000 |
| Personal Injury & Advertising Injury | $1,000,000 |
| | |
| **Public Officials Liability:** | $1,000,000 |
| | |

**Terms, conditions, exclusions include but are not limited to the following:**

- Pollution Exclusion
- Care, Custody & Control of Real & Personal Property Exclusion
- Uninsured Motorists Exclusion
- Asbestos Exclusion
- Employment Practices Liability
- Directors & Officers Liability
- Fiduciary Liability
- Professional Liability Exclusion
- Excess Coverage for Uninsured Motorist is not available.
- No Fault (PIP) Exclusion
- Cross Suits Exclusion
- Abuse or Molestation Exclusion
- Athletic Activities Exclusion
- Communicable Disease Exclusion
- Dams or Reservoirs Exclusion
- Failure to Supply Exclusion
- Employers Liability is excluded
- Limited coverage for Certified Acts of Terrorism (TRIA 2006) is included
- PA Changes – Right to Reimbursement of Defense Costs IL0120 attached

Supplementary payments are included and will not reduce the limit of insurance. (i.e. defense costs are outside the policy limits).

The excess does not drop down over any "sub limit" on the underlying unless you have specifically confirmed otherwise. Example, you may have a $25,000 sublimit for a coverage that is not excluded on the excess. However, because the underlying limit requirements are at $1,000,000, the excess will not pick up until the $1,000,000 requirements has been met. IE - $975,000 gap in limits coverage.

# Cyber Liability

| | |
|---|---|
| First & Third Party Coverages | $1,000,000 |
| Contingent Business Interruption | $250,000 |
| Cyber Crime Loss | $250,000 |
| Aggregate | $1,000,000 |
| | |
| Deductible | $5,000 |
| Waiting Period | 8 Hours |
| | |
| Hotline Help | $10,000 |

This proposal is recommending that you place your Cyber Liability Coverage with a different insurance company.

Your new policy does provide Full Prior Acts, however, there are some instances where a new claim should actually be reported to your expiring insurance company.

Your expiring policy currently has the following automatic extended reporting period of 90 days for you to report such claims. Your expiring policy may also have an extended reporting period available for purchase as follows:
12 Months for 75% of expiring annual premium

Please consider purchasing this extended reporting provision to reduce the potential of an uncovered claim.

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# Cyber Liability Fact Sheet

**Did you know?????**

- Half of all small and midsize businesses in the U.S. experienced a data breach in the past year and 55% experienced a cyberattack.
- Nearly 40% of businesses have experienced a ransomware attached in the last year and of these, more than 1/3 lost revenue.
- Of all the cyber incidents tracked by Advisen, attacks against small and midsize business represent about 40% of the total.

Cyber liability coverage is insurance coverage for liability that arises out of unauthorized use of, or unauthorized access to, electronic data or software within your network or business. Cyber liability policies also provide coverage for liability claims for spreading a virus or malicious code, computer theft, extortion, or any unintentional act, mistake, error, or omission made by your employees while performing their job. Traditional insurance policies, such as your general liability and computer policies do not cover these unique exposures.

The following are some examples of the coverage available on this type of insurance policy. The policies typically allow you to purchase the specific coverage you wish to have:

- Claims arising out of negligence as respects privacy laws.
- Claims arising out of negligence as respects unauthorized access to your system and failure to prevent identity theft.
- Claims arising out of negligence from your website and internet based activities
- Notification expense should a breach occur where notifications of all affected parties is required by current laws and statutes.
- Credit Monitoring Expense where required
- Crisis Management Expense to mitigate harm to your reputation due to a breach
- Fines and penalties associated with Data Privacy Regulatory Proceedings
- Investigation Expenses

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# Why Do You Need Cyber?

Your General Liability policy isn't enough.

General Liability (GL) policies **do not** cover the loss exposures covered by cyber insurance policies. Think you're not at risk of cyber attack? Think again.

- 58% of cyber loss victims are small to midsize businesses.
- 36% of claims for Coalition policyholders result from a business email compromise.
- Coalition SMB policyholders experienced an average claim of $160,000.

Over 90% of security incidents are caused by human error. Can you afford ***not*** to have cyber insurance?

## The most innovative and comprehensive coverage available.

Coalition covers more of the financial, tangible, and intangible exposures your business faces as than any other insurance company.

**Ransomware**
A hacker has encrypted all of your files and won't unlock them until you pay a ransom. Not to worry, we'll cover the costs to restore your data and get you up and running again.

**Wire Fraud and Social Engineering**
A funds transfer request is sent to your controller by someone pretending to be your CEO. The funds may be out the door, but at least you're not out of pocket—we've got you covered.

**Phishing and Data Breaches**
A hacker gains access to an employee's email or breaches your network. We'll cover costs to fix the problem and breach related expenses such as credit monitoring and regulatory penalties.

**There were $1 billion in estimated hacking losses suffered by cryptocurrency exchanges last year alone. You need the most comprehensive protection. That's Coalition.**

### State-of-the-art cybersecurity

Our cybersecurity platform includes 24/7 monitoring, automated security alerts, employee training, and security experts to prevent cyber incidents before they occur.

+

### Best-in-class cyber insurance

We protect the value of your business including financial, intangible, and tangible damage with up to $15M of the most comprehensive cyber insurance.

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# Cyber Liability Claim Examples

The average cost of a data breach is $204 per lost record, with more than half of such costs attributable to lost customers and the associated public relations expenses to rebuild an organization's reputation.[1] The below examples illustrate situations in which the costs incurred to remediate a data breach were significant.

### Unauthorized Access

An international computer hacking group gained access electronically to the computerized cash registers of a restaurant chain and stole credit card information of 5,000 customers, starting a flood of fraudulent purchases around the world.

### Theft of Digital Assets

A regional retailer contracted with a third party service provider. A burglar stole two laptops from the service provider containing the data of over 800,000 clients of the retailer. Under applicable notification laws, the retailer - not the service provider - was required to notify affected individuals. Total expenses incurred for notification and crisis management to customers was nearly $5M.

### Privacy Breach

An employee of a rehabilitation center improperly disposed of 4,000 client records in violation of the center's privacy policy. The records contained social security numbers, credit and debit card account numbers, names, addresses, telephone numbers, as well as sensitive medical information. The center settled the claim with the state of Massachusetts and agreed to pay fines and penalties imposed by the state as well as extend $890,000 in customer redress funds for credit monitoring on behalf of the victims.

### Theft of Digital Assets

A home healthcare organization had back-up tapes, laptops, and disks containing social security numbers, clinical and demographic information, and in a small number of cases, patient financial data that was stolen. In total, over 365,000 patient records were exposed. The organization settled with the state attorney general, providing patients with free credit monitoring, credit restoration to patients that were victims of identity fraud, and reimbursement to patients for direct losses that resulted from the data breach. The organization was also required to revamp its security policies, implement technical safeguards, and conduct random compliance audits.

### Human Error

A non-profit community action corporation printed two 1099 forms on one piece of paper. An employee was supposed to separate the forms and send each to its rightful owner. Instead, one person received both copies. The mistake sent tax forms and social security numbers to strangers. Approximately 50% of the landlords who work with the community action corporation received their forms in addition to the private information of the others.

### Cyber Extortion Threat

A U.S. based information technology company contracted with an overseas software vendor. The contracted vendor left universal "administrator" defaults installed on the company's server and a "Hacker for Hire" was paid $20,000 to exploit such vulnerability. The hacker advised if the requested payment was not made he would post the records of millions of registered users on a blog available for all to see. The extortion expenses and extortion monies are expected to exceed $2M.

### Human Error

An employee of a private high school mistakenly distributed via e-mail the names, social security numbers, birthdates, and medical information of students and faculty, creating a privacy breach. Overall, 1,250 individuals' information was compromised.

### Malicious Code

A juvenile released a computer worm directing infected computers to launch a denial of service attack against a regional computer consulting & application outsourcing firm. The infection caused an 18 hour shutdown of the entity's computer systems. The computer consulting & application outsourcing firm incurred extensive costs and expenses to repair and restore their system as well as business interruption expenses which totaled approximately $875,000.1Ponemon Institute, 4/2009 Global Cost of a Data Breach Study.

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# Lower Paxton Township Authority
# Effective: 10/1/20 to 10/1/21

| Coverages | 2019-2020 Premiums | 2019-2020 Exposures/Limits | 2020-2021 Premiums | 2020-2021 Exposures/Limits |
|---|---|---|---|---|
| Package<br>Terrorism | $30,767<br>$747 | Blanket Bldg & PP<br>$3,656,711 | $33,438 | Blanket Bldg & PP<br>$3,936,711 |
| Crime | Incl | | Incl | |
| Inland Marine | Incl | $799,088 | Incl | $799,088 |
| General Liability | Incl | | Incl | |
| Public Officials EPLI | Incl | | Incl | |
| Auto | Incl | 0 vehicles | Incl | 1 Vehicle<br>Value $317,946 |
| Umbrella | Incl | | Incl | |
| Package<br>Terrorism<br>Fee | $30,767<br>$747<br>$150 | | $33,438<br>$779<br>$250 | |
| **Total Package** | **$31,664** | | **$34,467** | |
| Cyberliability<br>Fee | $5,995<br>$150 | | $5,598<br>$150 | |
| **TOTAL** | **$37,809** | | **$40,215** | |

The above premiums include commission income payable to our agency.

**The above quotation is valid until 10/1/20**

**Binding Conditions:**

- If you elect to reject terrorism coverage, the enclosed Terrorism Rejection form must be signed and returned
- Signed Statement of Values Form.
- Completed and signed auto forms
-
- Cyber - Confirmation:
- • A completed Great American application - blank fillable app attached. The premium is subject to change pending the underwriter's review.
- • PRIOR TO BINDING; Are applicants networks & systems segregated from the municipality? Who is responsible for maintenance and IT security?
- • PRIOR TO BINDING: Does the applicant use any Blackbaud systems for daily operations?
- • PRIOR TO BINDING; Does the applicant utilize call-back procedures prior to transferring funds, including dual authorization for transfers over $2,500? Does the applicant utilize employee security awareness training? (Cyber Crime subject to response)
- • PRIOR TO BINDING: Confirmation of no EOL (End of Life) systems such as Windows 7
- • PRIOR TO BINDING; Confirmation of no RDP use (Remote Desktop Protocol)

Coverage cannot be considered bound until a binder has been received.

| Policy Type | Carrier | Rating |
|---|---|---|
| **Package** | **Amguard** | **A+, X** |
| **Cyber Liability** | **Great American Spirit Ins Co** | **A+, XV** |
| | | |

**GENERAL RATING**

These rating classifications reflect BEST's opinion of the relative position of each company in comparison with others, based upon averages within the Property-Casualty insurance industry. They are reflective of overall company services and standing within the industry.

| | | | |
|---|---|---|---|
| A++,A+ | Superior | B,B- | Good |
| A,A- | Excellent | C++, C+ | Fair |
| B++, B+ | Very Good | C, C- | Marginal |

***FINANCIAL SIZE CATEGORY***

The Financial Size Category is an indication of the size of an Insurer and is based on reported Policyholders' surplus plus conditional or Technical Reserve Funds, such as mandatory securities valuation reserve, other investment and operating contingency funds and/or miscellaneous voluntary reserves in liabilities.

($ in Thousands)

| | | | |
|---|---|---|---|
| Class I | Less than | | $1,000 |
| Class II | $1,000 | to | $2,000 |
| Class III | $2,000 | to | $5,000 |
| Class IV | $5,000 | to | $10,000 |
| Class V | $10,000 | to | $25,000 |
| Class VI | $25,000 | to | $50,000 |
| Class VII | $50,000 | to | $100,000 |
| Class VIII | $100,000 | to | $250,000 |
| Class IX | $250,000 | to | $500,000 |
| Class X | $500,000 | to | $750,000 |
| Class XI | $750,000 | to | $1,000,000 |
| Class XII | $1,000,000 | to | $1,250,000 |
| Class XIII | $1,250,000 | to | $1,500,000 |
| Class XIV | $1,500,000 | to | $2,000,000 |
| Class XV | $2,000,000 | or | Greater |

This information has been provided to you so that consideration is given to the financial condition of our proposed carriers. The financial information disclosed is the most recent available to Brown & Brown, Inc. Brown & Brown does not guarantee financial condition of the insurers listed above. The financial condition of the above carriers has been explained by Brown & Brown, Inc. and I hereby acknowledge these financial conditions.

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# Marketing Summary

*On your behalf we have marketed your insurance program to leading carriers who specialize in your industry. Their responses are based on their underwriting appetite and their view of your loss potential.*

| INSURANCE CARRIER | COVERAGES | MARKETING RESULT |
|---|---|---|
| Coalition | Cyber | Quoted $9,009.84 |
| Travelers | Cyber | Quoted $7,590 + $150 fee |
| | | |
| | | |
| | | |
| | | |
| | | |

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**Compensation**. In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

**Questions and Information Requests**. Should you have any questions, or require additional information, please contact this office at 1-800-634-8237 or, if you prefer, submit your question or request online at http://www.bbinsurance.com/customerinquiry/

LEHIGH VALLEY

**BROWN & BROWN**
**PRIVACY POLICY NOTICE**
(as of July 1, 2001)

## PURPOSE OF THIS NOTICE

As a valued customer of ours, we respect the trust that you have placed in us and we continuously strive to earn and maintain that trust. We understand the importance of protecting the confidentiality and security of your nonpublic personal information.

In order to provide you with top-quality insurance products, and with the service you deserve, it is necessary for us to collect nonpublic personal information about you and, in certain situations, to share that information with others. Title V of the federal Gramm-Leach-Bliley Act ("GLBA") generally prohibits us from sharing nonpublic personal information about individuals who obtain products or services from us for personal, family or household purposes with a nonaffiliated third party unless we provide such individuals with this notice of our privacy policies and practices describing the type of information that we collect about you and the categories of persons or entities to whom that information may be disclosed. Therefore, we are providing you with this document, which describes our policies and practices with respect to your nonpublic personal information. We will, of course, also adhere to any privacy law requirements of your State that are not addressed in this document.

This privacy policy applies to our relationship with you if you are an individual who obtains products or services from us for personal, family or household purposes.

## OUR PRIVACY POLICIES AND PRACTICES

### Information We Collect

We may collect nonpublic personal information about you and the members of your household in order to conduct our business operations, provide customer service, offer new products, and satisfy legal and regulatory requirements. We may collect the following categories of such information from the sources noted below:

- information that we receive from you directly, including information required for the completion of applications, worksheets, questionnaires, claim forms or other documents (such as your social security number, driver's license number, amount of coverage requested, and beneficiaries);

- information about your transactions with us, our affiliates or others (such as your policy coverage, premiums and payment history);
- information that we receive from a consumer protection agency (such as motor vehicle reports or other information about your creditworthiness and credit history);
- information we receive from medical records or medical professionals;

- information from other sources (such as prior loss information and demographic information);
- information about your personal health (such as information regarding your health history, or an accident, disability or injury, which may be required by an insurance provider for underwriting or claims purposes); and
- information that we receive when you visit us through the Internet (such as your e-mail address, or information provided through online forms that you complete).

**Information We May Disclose, and Parties to Whom Disclosures May Be Made**

We do not disclose nonpublic personal information about you to any affiliated or nonaffiliated third parties, except as permitted by law. Disclosures which are permitted by law include, but are not limited to, disclosures which are necessary to procure, service and renew your policy, to assist you with the reporting of claims, and to process transactions that you request. For example, we may disclose the nonpublic personal information we collect about our customers or former customers to affiliated or nonaffiliated parties that perform services for us such as customer service or account maintenance, or as permitted or required by law. Specific examples of circumstances in which such disclosure might occur include mailing information to you, and maintaining or developing software for us, as well as responding to subpoenas, or complying with an inquiry or requirement of a government agency or regulator. To the extent permitted by law, we may also disclose the information we collect to parties that perform marketing services on our behalf, or to other financial service providers, such as insurance intermediaries or providers, with whom we have joint marketing agreements. We do not disclose your personal health information to others for the purpose of marketing to you unless we have your consent.

**Confidentiality and Security of Your Nonpublic Personal Information**

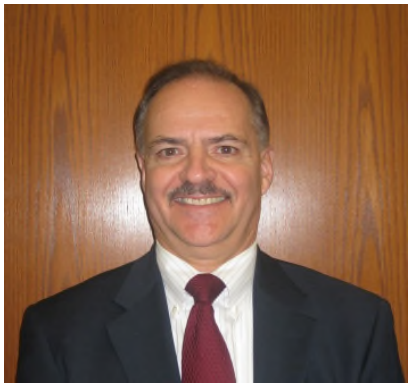
We have policies in place concerning the importance of maintaining the confidentiality and security of your nonpublic personal information, and we require our employees to comply with these policies. Access to such information is allowed for business purposes only. We do not sell any such information to mailing list companies or mass marketing companies.

**Changes to Our Policy**

We may choose to modify this policy at any time. We will notify customers of such modifications at least annually.

Again, we appreciate your business, and the privilege of assisting with your insurance needs. If you have any questions about this notice, please contact us at **610-974-9490**, and we will be happy to assist you**.**

LEHIGH VALLEY



# Paul Pugielli, CIC
# SENIOR VICE PRESIDENT

***Paul has been an Account Executive for Brown & Brown, (formerly Bowers Schumann and Welch) for over twenty five (25) years. His primary focus is in the administration of insurance programs for municipalities, municipal authorities and regional police departments. He currently administers the Pennsylvania Municipal Insurance Program (PAMIP) and the Keystone Municipal Insurance Trust (KMIT) for over 125 Brown & Brown clients. Prior to his Agency experience with Brown & Brown, Paul held various positions with insurance companies in New York City, Los Angeles and Bethlehem, Pennsylvania.***

***In addition to assisting individual clients with their insurance and risk management needs, Paul has conducted seminars and presentations for local government associations as well as for the PLGSA (Pennsylvania Local Government Securities Association and PSATS (Pennsylvania State Association of Township Supervisors). He has also published an article on Law Enforcement Liability for the Agent and Broker Magazine. Paul currently serves as a member of the Hanover Township (Northampton County) Planning Commission.***

***Paul is a graduate of the State University of New York at Binghamton and has earned his Certified Insurance Counselor (CIC) designation.***

LEHIGH VALLEY

# PROPERTY TERMS

**Actual Cash Value** - This valuation method pays for the cost to repair or replace damaged property with like kind and quality, less reasonable deductions for wear and tear, deterioration and economic obsolescence.

**Agreed Value** - This amendment waives the coinsurance requirement for covered property and the insurer, therefore agrees to cover losses for the agreed value.

**Basic Causes of Loss** - Protection for specified causes of loss: eg. fire, lightning, explosion, windstorm, hail smoke (except from agricultural smudging or industrial operations), aircraft, vehicles, riot, civil commotion, vandalism, sprinkler leakage, sinkhole collapse and volcanic action.

**Blanket Coverage -** A single limit of insurance, that applies to two or more property items at one location, or to two or more kinds of property at several locations. It allows you to shift property values with no impairment of recovery, as long as the total amount of insurance carried complies with the coinsurance requirement stated in the policy.

**Buildings -** Permanent structures listed on the policy including completed additions, permanently installed fixtures, machinery and equipment, outdoor fixtures, owned personal property used to service, repair or maintain the building and additions under construction or repair.

**Business Income Including Extra Expense** - Coverage used to insure against loss of income (including any continuing normal operating expenses) that you experience because of a suspension of your business when insured property has been damaged by a covered peril.
Extra Expenses are included and Rental Values can be added as an option.

**Coinsurance** -Clause that requires you to carry insurance limits equal to a minimum percentage (typically 80 %, 90% or 100%) of the insurable value (actual cash value or replacement cost basis) at the time of loss. This requirement can apply to buildings, personal property and/or business income limits. If the amount of insurance carried is less than what is required by this clause, any claim payment may be reduced by the same percentage as the deficiency.

Examples of 80 % Coinsurance Clause, Based on Replacement Cost.

| Replacement Cost | Insurance Carried | Actual Loss Sustained | Insurance Pays |
|---|---|---|---|
| $1,000,000 | $800,000 | $800,000 | $800,000 |
| $1,000,000 | $400,000 | $800,000 | $400,000 |
| $1,000,000 | $600,000 | $400,000 | $300,000 * |

* Did Carry $600,000 = .75 X Loss ($400,000) = $300,000 Paid by Insurance
Should Carry $800,000 = $100,000 Paid by You
(80% X $1 Million) $400,000 Total Loss

LEHIGH VALLEY

# PROPERTY TERMS *(continued)*

**Deductible –** The amount that will be deducted from any payment made to you because of a covered loss.

**Earthquake Coverage -** Protection for loss due to earth movement including earthquake shocks and volcanic eruption. Refer to policy for specific definitions of "earthquake"

**Equipment and Machinery** - Coverage applies not only to boilers, but includes pressure vessels, compressors, motors, internal combustion engines, fans, pumps, generators, transformers and other miscellaneous electrical equipment. This includes electrical business and communications systems and heating air conditioning equipment. Coverage includes perils normally excluded in the package policy, such as pressure failures and other accidents to boilers and pressure vessels, mechanical breakdown and electrical breakdown. In addition, it covers many hazards that warranties and maintenance contracts do not, such as operator error, faulty workmanship, poor maintenance, acts of utility companies, business interruption/extra expense, spoilage or even resulting damage to property.

**Flood Coverage** - Protection against loss due to water damage arising from flooding, surface water, tides, tidal waves, and the overflow of any body of water. Refer to policy for specific definitions of "flood". Building is defined as a structure with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site for the purposes of the NFIP flood program.

**Ordinance or Law Coverage-** (per schedule) Provides additional coverages for loss with respect to buildings as a consequence of enforcement of an ordinance law:

**Coverage A**- Coverage for loss to the undamaged portion of the building
**Coverage B**– Demolition cost coverage
**Coverage C**– Increased cost of construction coverage

**Personal Property -** Personal property owned by your firm and used in your operations.
Furniture and fixtures, equipment and machinery, raw stock, and finished goods all fall within this category. May also include personal property of others that is in your care, custody, and control.

**Protective Safeguards -** As a condition of insurance, you are required to maintain the protective devices and/or services listed in the policy such as automatic alarms, sprinkler systems and/or, security services. Failure to do so may exclude coverage should a fire occur.

**Replacement Cost** - This loss valuation method pays for the cost to repair or replace damaged items with like kind and quality without deduction for depreciation. This is important since you could face a substantial loss if you must replace property at today's prices but receive only the depreciated value of the property that was destroyed.

**Special Causes of Loss** – Protection against direct loss arising from any cause not specifically excluded. The advantage of this form is that the insurance company must prove that a loss is specifically excluded in order to deny coverage under the policy.

LEHIGH VALLEY

# CRIME TERMS

**Computer Fraud Coverage -** For loss of your money, securities, and other property by computer fraud. This coverage protects your money, securities and other property from theft which follows and is directly related to the use of any computer fraudulently cause a transfer of that property from inside your premises or banking premises to a person or place outside that premises. This coverage excludes losses caused by employees.

**Employee Dishonesty Blanket Coverage -** For your money, securities, and other property against loss through the dishonest acts of any of your employees. The maximum recovery for any one loss occurrence is the limit of insurance which you select, regardless of the number of employees involved.

**Employee Dishonesty Coverage Schedule -** For your money, securities, and other property against loss through the dishonest acts of employees. This coverage and limits may apply to a specific individual or to the job position that the individual holds. If you choose to cover by position and a loss is caused by an employee serving in more than one position, the largest limit of insurance in effect and applicable to any of those positions at the time the loss is discovered applies. An employee dishonesty occurrence is defined as one occurrence regardless the number of times an employee was involved in a covered incident and therefore, subject to only one limit.

**Forgery or Alteration Coverage -** For loss by forgery or alteration of, on or in any checks, drafts, promissory notes or similar written promises, order or directions to pay money that are made or drawn upon your accounts by someone acting as your agent, or that are purported to have been so made or drawn. This coverage protects you against forgery losses caused by a person other than an employee.

**Premises Burglary Coverage -** For loss of your property, *other than money and securities*, while inside your premises and caused by robbery of a watchperson or burglary by a person other than an employee.

**Robbery and Safe Burglary -** For loss of any of your property, *other than* money or securities, while inside your premises in the custody of assigned personnel or while in a safe or vault inside your premises. Your property, *other than money and securities*, may be covered while it is outside the premises in the custody of a messenger. Your property, other than money & securities, is only protected if the loss is caused by robbery or safe burglary by persons other than employees.

**Theft, Disappearance and Destruction -** For loss of your money and securities by theft, disappearance, or destruction while the property is within your premises or a banking premises, or while your money and securities are outside your premises in the possession of a messenger. This coverage protects you against losses caused by theft, robbery, and safe burglary when caused by persons other than employees.

LEHIGH VALLEY

# AUTOMOBILE TERMS

**Broad Form Drive Other Car Coverage** – Provides coverage for individual named on the endorsement and spouse for use of non-owned car, sometimes referred to as "Borrowed Car" coverage. This should be purchased if you do not have a personal auto policy.

**Auditable** – When your policy is auditable, is requires an examination of your operation, records and books of account to discover your actual insurance exposure for the specific period of time coverage was provided. Exposure means your payroll, sales, units, number of employees or contract cost. Your premium is adjusted based on estimated exposures at policy inception vs. actual exposures after policy expiration.

**Collision** – Pays for loss of, or damage to, automobiles from collision with another object or upset.

**Comprehensive** – Pays for loss of or damage to, automobiles from perils other than collision.

**Personal Injury Protections** – Coverage is included for vehicle passengers under no-fault law provisions, as available or required by state statutes.

**Uninsured Motorists (UM)** – Protects insureds who are not contributory negligent for bodily injury caused by third-party drivers who are negligent and do not have any insurance to pay for losses and damages. Uninsured Motorists Coverage may be available in two different forms:

> **Non-Stacked UM** – Will provide you with the limit of uninsured motorists' coverage shown in your policy schedule, regardless of how may vehicles you own.
>
> **Stacked UM** – Will provide you with the sum of limit of uninsured motorists' coverage shown in your policy schedule. If there is more than one covered auto, the limit of insurance for the accident would be the sum of the limits for all those owned autos, which are, covered autos. (Example: If your limit is $100,000 and you are insuring three vehicles, the maximum paid would be the sum of the coverage's, or $300,000).

**Underinsured Motorists (UIM) -** Protects insureds who are not contributory negligent against bodily injury caused by third-party drivers who are negligent and do not carry enough insurance to pay for all losses and damages.

**Hired Automobiles** – Covers the liability for the use of hired automobiles in your business.

**Non-Owned Automobiles** – Covers the liability for the use of non-owned automobiles in your business. An example would be an employee using his own car on an errand for you.

LEHIGH VALLEY

# COVERED AUTO SYMBOLS

| SYMBOL | DEFINITION |
|---|---|
| 1 | Any "Auto" |
| 2 | Owned "Autos" only. Only those autos you own (and for liability coverage any trailers you don't own while attached to power units you own.) This includes those "autos" you acquire ownership of after the policy begins. |
| 3 | Owned Private Passenger "Autos" Only. Only the private passenger "Autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins. |
| 4 | Owned "Autos" other than private passenger "autos" only. Only those autos you own that are not of the private passenger type (and for liability coverage any "trailers" you don't own while attached to power units you own) this includes those autos not of the private passenger type you acquire ownership of after the policy begins. |
| 5 | Owned "Autos" subject to No– Fault. Only those "autos" you own that are required to have No– Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No– Fault benefits in the state where they are licensed or principally garaged. |
| 6 | Owned "Autos" subject to a compulsory uninsured motorist's law. Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorist's requirement. |
| 7 | Specifically described "Autos". Only those autos described in item 3 of the Declarations for which premium charge is shown (and for liability coverage any "trailers" you don't own while attached to any power unit described in item 3.) |
| 8 | Hired "Autos" only. Only those autos you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your employees or partners or members of their households. |
| 9 | Non Owned "Autos" Only. Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs. |

LEHIGH VALLEY

# LIABILITY TERMS

**Advertising Injury -** Covers, subject to conditions and exclusions, publication of material that slanders or libels a person or organization. Material that violates a persons right of privacy, or misappropriation of advertising ideas, and infringement of copy right.

**Auditable** – When your policy is auditable, is requires an examination of your operation, records and books of account to discover your actual insurance exposure for the specific period of time coverage was provided. Exposure means your payroll, sales, units, number of employees or contract cost. Your premium is adjusted based on estimated exposures at policy inception vs. actual exposures after policy expiration.

**Broad Form Property Damage** - Modifies the care, custody, and control exclusion to provide property damage coverage in areas that you are working.

**Claims-Made Form** – Coverage only applies for claims made first during the policy period and that occurred on or after the "Retroactive Date" identified in the policy. If available, "Full Prior Acts" in place of a "Retroactive Date" eliminates the "Retroactive Date" provision.

**Contractual Liability -** Extends your coverage to liability assumed under contract, applies to both oral and written agreements relating to the named insured's business; e.g. when the insured signs an agreement which has a "hold harmless clause" and/or "indemnification agreement" in it, this provides the bodily injury and property damage tort liability exposure associated with these clauses. Coverage is subject to the terms and conditions of your liability policy.

**Employment Practices Liability -** Typically excluded under the General Liability coverage form but available for purchase through specialty carriers, this covers lawsuits brought by employees (past, present or prospects), or governmental entities against the insured employer, alleging wrongful discharge, discrimination or certain types of harassment. Companies have developed their own forms and they vary tremendously.

**Employee Benefit Liability -** This is an optional coverage available on the General Liability policy and it is designed to cover the cost to employees that result from incorrect information provided regarding their employee benefits. This DOES NOT INCLUDE fiduciary responsibilities or any discrimination or harassment situations. A simple example is not providing the employee with the appropriate COBRA information following termination that results in the ex-employee losing benefits. Coverage is provided by most carriers on their own filed forms.

**Excess Liability** – Provides additional limits excess the underlying liability policies. Typically on a following form basis. In case of a conflict, the underlying policy provisions usually take precedence.

**Extended Bodily Injury** - Bodily Injury or Property Damage expected or intended by an insured is excluded. This exclusion does not apply to bodily injury resulting from the use of reasonable force to protect persons or property.

**Fire Damage Legal Liability -** Intended for tenant or lessee of a commercial building who does not agree under contract to be responsible for the building, or for that part of the building, which is in its care, custody or control. Coverage is for one peril, fire, when fire is the result of an insured's negligence.

# LIABILITY TERMS *(continued)*

**Host Liquor Liability** - If you are not in the business selling or providing alcohol this covers your incidental exposure when you provide alcohol to someone. Under State law, you may be held responsible for the actions of that person and this coverage protects you for those claims.

**Incidental Medical Malpractice** - Provides coverage should you apply medical aid to an injured person and then that person turns around and sues, alleging that the medical aid was improper.

**Independent Contractors -** Covers your liability when you hire a subcontractor to work on your premises or job site. Does not cover the subcontractor, but covers only your liability for their actions. They must be adequately insured to avoid additional charges to you.

**Limited Worldwide Liability** - Expands the basic policy territory to include coverage for injury or damage caused by goods or products made or sold by you in the USA, Puerto Rico and Canada to a worldwide basis. This coverage does not apply to completed operations.

**Medical Payments -** This is strictly a "good will" coverage designed to pay medical bills for bodily injury which occurs on your premises without regard to your legal liability. (Does not apply to employees or your tenants.)

**Newly Acquired organizations -** Automatic protection for newly acquired organizations until the new organizations are specifically added to the policy or 90 days, whichever occurs first.

**Non-Owned Watercraft Liability Coverage** - (Under 26 feet in length) Provides coverage for liability, which arises from any watercraft, as long as the watercraft is not owned by the insured nor being used to carry persons or property for a fee.

**Occurrence Form** - Provides coverage for losses that occurred during the policy period. Unlike the claims made form, coverage applies even if the claim is made after the policy period. An "occurrence" means an accident, including continuous repeated exposure to substantially the same harmful conditions.

**Personal Injury—**Covers claims for libel, slander, false arrest, invasion of privacy, malicious prosecution, and wrongful entry or eviction.

**Premises Medical Expenses** - Made if there is reason to believe that the resulting injury would not have occurred but for some condition on the insured premises or operations conducted by the insured. Negligence of the insured need not be established.

**Premises/Operations -** The liability policy covers suits or claims arising out of premises you own, rent or occupy and operations conducted from these premises.

**Products/Completed Operations -** After the work is completed and turned over to the customer, this coverage would protect you for bodily injury or property damage claims arising out of the completed products or work. Does not cover the work itself or any recall expense you incur.

LEHIGH VALLEY

# EXCESS / UMBRELLA LIABILITY TERMS

**Auditable** – When your policy is auditable, is requires an examination of your operation, records and books of account to discover your actual insurance exposure for the specific period of time coverage was provided. Exposure means your payroll, sales, units, number of employees or contract cost. Your premium is adjusted based on estimated exposures at policy inception vs. actual exposures after policy expiration.

**Cross Liability -** Claims where one insured sues another insured. Typically this is excluded in umbrella and excess liability policies.

**Excess Liability** – Provides additional insurance excess the underlying liability policies. Typically on a following form basis.

**Indemnity** – This is the insuring agreement clause found in most umbrella policies, as opposed to the pay on behalf agreement. When the indemnity insuring clause is used, the insurer will indemnity or reimburse the insured for those sums of money the insured becomes obligated to pay by reason of liability imposed upon the insured by law or assumed.

**Limits of Insurance** – All umbrella liability policies contain an Each Occurrence limit of insurance. Some umbrella liability policies may have a separate limit that applies to all personal and advertising injury for one person or for the organization. Also, some policies are written with aggregate limits for only one type of loss. Umbrella policies can be written with several different variations of the aggregate limits. There are no standard umbrella policy limits.

**Pay on Behalf** - An insuring agreement used in some umbrella policies. The agreement promises to make direct payment on behalf of the insured for those sums of money the insured becomes legally obligated to pay because of liability imposed upon the insured by law or assumed under contract.

**Self -Insured Retention** - Applies when a loss is excluded from coverage under the primary policy, but not excluded under the umbrella policy. This is the amount of the loss you must pay before the umbrella policy would be required to respond.

**Umbrella –** Provides excess liability coverage over a schedule of your primary liability policies. Umbrella policies have three functions:

1. To provide additional limits above the "Each Occurrence" limit of your primary liability policies.
2. To take the place of primary insurance when primary aggregate limits are reduced or exhausted.
3. To provide broader coverage for some claims that would not be covered by your primary insurance policies. This broader coverage is subject to the umbrella policy's self-insured retention.

LEHIGH VALLEY

# WORKER'S COMPENSATION TERMS

**Auditable** – When your policy is auditable, is requires an examination of your operation, records and books of account to discover your actual insurance exposure for the specific period of time coverage was provided. Exposure means your payroll, sales, units, number of employees or contract cost. Your premium is adjusted based on estimated exposures at policy inception vs. actual exposures after policy expiration.

**Employer's Liability –** This coverage is part of standard workers compensation policies and applies in addition to coverage for payment of workers compensation benefits. Situations develop from time to time where an employer is liable for injuries to its employees and can be sued. Examples of the situations include:

- Claims for injuries or diseases not covered by state workers compensation laws;
- Intentional tort claims;
- Third-party over actions;
- Consequential injuries to an injured employee's family members, such as loss of services or loss of consortium; and
- Dual capacity claims, in which an employer is said to also be in an additional capacity. This is one involving its relationship to the public and for which it can be held liable for employee injury damages under common law, liability or tort principles.

The commercial general liability policy specifically excludes coverage for all these situations and loss exposures.

1. Bodily Injury By Accident - This amount is the most an insurer will pay under Coverage (B) for all claims arising from any one accident, regardless of how many employees are involved in the accident
2. Bodily Injury By Disease (Policy Limit) - This is the aggregate limit the insurer will pay under Coverage (B) for all claims sustaining bodily injury by disease during the policy period.
3. Bodily Injury By Disease (Each Employee) - This amount is the most an insurer will pay under Coverage (B) for damages due to bodily injury by disease to any one employee.

**Officer / Partner Exclusion –** In some states, workers compensation law allows an insured to include or exclude Executive Officers and Partners, or both, from coverage. Adding this endorsement designates the individuals not covered under the policy.

**Other States Insurance –** This provides workers compensation coverage's if the insured expands operations into other states not declared at the time the policy is issued or renewed. If the insured elects this coverage and operations begin in a state listed under other states, the insurer provides the same coverage as if the state was declared in the policy at the time of the policy

# WORKER'S COMPENSATION TERMS - Continued

**Worker's Compensation Insurance (Statutory) -** This coverage agreement obligates the insurer to pay all compensation and other benefits required of the insured by the workers compensation law or occupational disease law of any state listed in the policy. The coverage applies to bodily injury by accident and by disease. Coverage (A) shows no dollar limit for the benefits provided since any applicable limits would be those established within the law. Benefits under coverage (A) are paid to the employee without regard to fault.

# LOWER PAXTON TOWNSHIP
# FRIENDSHIP COMMUNITY CENTER
# RENTAL AGREEMENT

This Agreement entered into this **_____ Day of August, 2020** by and between **LPAC** (hereinafter called "Renter") and **Lower Paxton Township, Dauphin County, Pennsylvania** (hereinafter called "Township"). Confirms the rental date of**: September ___, 2020** for the space following:

**Lap Pool:**
Mon-Fri. 4-5:30 pm (Max 4 Lanes)
Mon.-Fri. 5:30-8:30 pm (Max 3 Lanes)
Sat., 8-10 am (Max 4 Lanes)
Sun., 2:30-5:30 pm (Max 4 Lanes)

**This Agreement is a one year swim season agreement beginning September 14, 2020, and expiring at the end of the 2020-21 season (on or around May 31, 2021). The fee will be increased to $32 per hour per lane Mon. – Fri., and $41 per hour per lane Sat. and Sun. A minimum of 4 lanes must be rented on Sat. or Sun., unless otherwise rescinded or altered in the event certain areas of the Friendship Center are leased to a third-party, with a minimum of two-week notice for scheduling and billing purposes through the expiration of this agreement.**

**While the Friendship Center remains closed, as a result of the COVID-19 pandemic response, the LPAC swim team will have access to the Family Changing restroom for emergency purposes. Parents will not be permitted in the facility while practices are taking place. A COVID-19 Action Plan must be provided to the Township prior to the start of the season, and a list of all swimmers' contact information must be provided.**

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The Township permits the rental of space within the Friendship Community Center, 5000 Commons Drive, Harrisburg, PA 17112, based upon established Per Hour Rental rates and the Facility Rental Policy. A copy is attached and made a part of this Agreement.

The renter has submitted and the Township had approved an Application for rental of space at the Friendship Community Center, a copy of which is attached to and made part of this Agreement, in strict conformance with the Facility Rental Policy. This fee includes the wages of a facility attendant and/or a custodian for each hour of rental in accordance with the per hour / per area Computation Sheet attached and made part of this Agreement.

The Renter has provided the Township with a security deposit in the amount of $100.00 (for possible damages) and if the Renter is an organization or business entity, proof of General Liability Insurance. If applicable, the Renter has provided the Township with Waiver of Liability Form(s) for use of athletic equipment and facilities. **The total rental payment of $32 per hour per lane is due the first of each month for the previous month. (Checks shall be made payable to Lower Paxton Township).**

**NOW, THEREFORE,** the aforementioned rental shall be provided by the Township to the Renter in accordance with the attached Facility Rental Policy and the Rental application, with payment to be made to the Township by the Renter in accordance with said policy. The parties do mutually agree as follows:

**ARTICLE 1**. The term of this Agreement shall be from the date of execution by the parties until satisfactory completion of the per hour rental.

**ARTICLE 2.** The Renter shall comply with all special conditions that may have been placed upon the rental application by the Township as a condition of approval.

**ARTICLE 3.** The Renter agrees, at its sole expense, to furnish all necessary superintendence to perform all obligations imposed by this Agreement.

**ARTICLE 4.** The Renter shall pay and the Township shall accept as payment for the rental of space the amount stated above in accordance with the rates and policies established by the Operating Board and or the Board of Supervisors.

**ARTICLE 5.** The Renter accepts the rental of the Friendship Community Center as is with all faults. The Township disclaims any expressed or implied warranties, including without limitation, warranties of merchantability and fitness for a particular purpose.

**ARTICLE 6.** The Renter shall not alter or modify the Friendship Community Center or its furniture, fixtures, or equipment in any way.

**ARTICLE 7.** Upon termination of the rental or approved portion thereof, the Renter shall peaceably surrender possession of the rented space to the Township in a condition and repair similar to that of the premises at the commencement of said rental.

**ARTICLE 8.** The rented space shall be subject at any time to the inspection of the Township and its authorized representatives.

**ARTICLE 9.** The Renter shall properly safeguard against any or all damages or injury (including death) to the public and to his employees and shall alone be responsible for any damage or injury (including death) from his use of or activities at the Friendship Community Center to any person or thing.

**ARTICLE 10.** The Renter shall indemnify, save harmless, and defend the Township and its officers, agents, and employees, from all claims, liabilities, suits, judgments, verdicts, actions or proceedings at law or equity of any kind whatsoever arising out of, connected with, or caused by any operation or matter in, of or related to this Agreement, including among things, injury to property, and injury to and sickness and death of each and every person or persons whatsoever, including, without limitation, members of the public and officers, agents and employees of the Renter unless the same shall arise primarily out of the negligent action or inaction of the Township or its employees, agents or servants. The Renter shall defend or cause to be defended all such above described claims, liabilities, judgments, verdicts, suits, actions or proceedings, groundless or not, which may be commenced against the Township or its officers, agents and employees; the Renter shall pay or cause to be paid any and all judgments which may be secured in any such actions, claims, liabilities, judgments, verdicts, proceedings or suits; and the Renter shall defray or cause to be defrayed any and all expenses, including costs and attorneys fees, which may be incurred in or by reason of such actions, claims, liabilities, judgments, verdicts, proceedings or suits.

**ARTICLE 11.** The Renter represents and warrants the Township it has examined carefully this Agreement, understands the nature of the rental of space approved by the Township, and has become familiar with the Facility Rental Policy.

**ARTICLE 12.** The Renter shall comply with all applicable federal, state and local laws, rules, and regulations in its rental of the Friendship Community Center.

**ARTICLE 13.** Renter shall not commit, or cause to be committed, upon the Friendship Community Center, any nuisance or thing that disturbs the quite enjoyment of the Center by the Township or any other person or renter located within a reasonable distance of the rented space.

**ARTICLE 14.** A default of this agreement by the Renter shall occur for failure to provide the required rental payment, failure to comply with any term or condition of this agreement, the Facility Rental Policy, or the approved rental application and any conditions placed upon said application; or the declaration of bankruptcy by the Renter or other such condition of financial insolvency. Upon default by the Renter, the Township shall immediately terminate this Agreement by providing written notice of same to the Renter.

**ARTICLE 15.** If any one or more the covenant(s) or agreements provided in this Agreement should be declared contrary to law, then such covenant(s) or agreement(s) shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of any other provisions of this Agreement.

**ARTICLE 16.** The Renter agrees that damages for breach of this agreement may be inadequate and that the Township shall be entitled to injunctive relief, in addition to any other legal or equitable remedies to which the Township may be entitled in case of failure by the Renter to comply with the provisions hereof.

**ARTICLE 17.** No failure to delay on the part of the Township in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single partial exercise of any such right or power, preclude any other or further exercise of any other right or power by the Township.

**ARTICLE 18.** In the event the Township is required, through action of the Commonwealth of Pennsylvania, through the Office of the Governor or any other agency or entity of the Commonwealth, to further restrict access or use of the

Friendship Center in response to the COVID-19 pandemic, this Agreement may be altered with or without advanced notice to comply with the additional regulations applied therein.

**ARTICLE 19.** In the event the Township enters into an agreement with an entity to lease portions of the Friendship Center for the purpose of reopening the facility, free use by the Renter of the Friendship Community Center's non-rented space, as provided herein, may be restricted or altered to provide flexibility to this successor entity in accessing portions of the Friendship Center.

This Agreement constitutes the entire agreement between the parties hereto, and its provisions shall not be changed except in writing agreeable to both parties. The parties to this Agreement intend to be legally bound thereby.

**IN WITNESS WHEREOF**, said parties have hereunto set their hands and seals the day and year above written.

ATTEST:

_____
(SEAL)

ATTEST:

_____
(SEAL)

_____
Organization Name

By_____

LOWER PAXTON TOWNSHIP

By_____

HRG
Herbert, Rowland & Grubic, Inc.
Engineering & Related Services
AN EMPLOYEE-OWNED COMPANY

# CHANGE ORDER NO. 01

Date of Issuance: **September 10, 2020** Effective Date: **DATE EXECUTED BY OWNER**

| | | | |
|---|---|---|---|
| Owner: | **Lower Paxton Township** | Contract No.: | |
| Contractor: | **Hosler Enterprise** | Contract Name: | **Friendship HVAC Phase 2** |
| Engineer: | **Herbert, Rowland & Grubic** | HRG Project No.: | **R000184.0541** |
| Project: | **Friendship Community Center HVAC Improvements – Phase 2** | | |

The Contract is modified as follows upon execution of this Change Order:

**Description:** Contractor discovered that the existing hot water coils relating to the Energy Recovery Units were stand-alone units. The ERUs were removed as specified, but the coils remain in place. The coils are recommended to be removed due to future cleaning and ventilation maintenance being probable if not. Removal of the coils will include ceiling tile and grid removal for access, utilization of the Friendship Center manlift to access the coils, cutting and capping existing hot water lines, installation of new duct in place of the coil, and reinstallation of the ceiling grid and tiles. All work to be completed during normal business hours.

Attached (List documents supporting change): Change Order Request 1 from Hosler Enterprise dated 9/4/2020.

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES |
|---|---|
| Original Contract Price:<br>$ 414,950.00 | Original Contract Times:<br>Substantial Completion: August 31, 2020<br>Ready for Final Payment: September 18, 2020<br>days or dates |
| [Increase] [Decrease] from previously approved Change Orders No. __ to No. __:<br>$ 0.00 | [Increase] [Decrease] from previously approved Change Orders No. __ to No. __:<br>Substantial Completion: 0<br>Ready for Final Payment: 0<br>days |
| Contract Price prior to this Change Order:<br>$ 414,950.00 | Contract Times prior to this Change Order:<br>Substantial Completion: August 31, 2020<br>Ready for Final Payment: September 18, 2020<br>days or dates |
| [**Increase**] [~~Decrease~~] of this Change Order:<br>$ 3,647.00 | [**Increase**] [Decrease] of this Change Order:<br>Substantial Completion: 0<br>Ready for Final Payment: 14<br>days or dates |
| Contract Price incorporating this Change Order:<br>$ 418,597.00 | Contract Times with all approved Change Orders:<br>Substantial Completion: August 31, 2020<br>Ready for Final Payment: September 29, 2020<br>days or dates |

| RECOMMENDED: | AUTHORIZED BY: | RECEIVED: |
|---|---|---|
| By: Chad Glaspie | By: Lowman S. Henry | By: Philip Hosler |
| Engineer (Authorized Signature) | Owner (Authorized Signature) | Contractor (Authorized Signature) |
| Title: Team Leader \| Civil | Title: Chairman, Board of Supervisors | Title: President |
| Date: 9/10/2020 | Date: 9/15/2020 | Date: 10-Sep-2020 |

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

Modified EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

COR 1

COMMERCIAL AND INDUSTRIAL HVAC CONTRACTOR

Hosler Enterprise

BERWICK, PA 18603 (570)-237-1764

**Date:**
Friday, September 04, 2020

**To:**
Lower Paxton Township
425 Prince Street
Harrisburg, PA 17109

**Project**
Friendship Community Center Phase 2

**Proposed Tasks:**
Remove sections of existing ceiling grid in both men's and women's lock rooms as necessary to gain access to the existing hot water coils. Access existing coils via the townships onsite manlift. Remove existing piping and duct insulation as necessary. Remove hot water coils. Cap existing hot water lines at nearest valve. Install new duct in place of the demoed hot water coil. Re insulate new ductwork as necessary. Reinstall removed ceiling grid and tiles.

**LABOR**

| Name | Hours | Classification | Base/Hour | Fringe/Hour | Total |
|---|---|---|---|---|---|
| Ryan Eckardt | 16 | Pipefitter | $37.52 | $26.41 | $1,022.88 |
| Dave Knight | 16 | Pipefitter | $37.52 | $26.41 | $1,022.88 |
| Cassandra Hosler | 1 | Administration | $45.00 | | $45.00 |
| | | Sub-Total | $1,245.64 | $845.12 | $2,090.76 |
| | | 15% Profit and Overhead | $186.85 | $126.77 | $313.61 |
| | | **TOTAL** | **$1,432.49** | **$971.89** | **$2,404.37** |

**EQUIPMENT / TOOLS**

| Quantity | Description | Cost/Day | Total |
|---|---|---|---|
| 2 | Utility Van | $281.80 | $563.60 |
| | | | $0.00 |
| | | Sub-Total | $563.60 |
| | | 15% Profit and Overhead | $84.54 |
| | | **TOTAL** | **$648.14** |

**MATERIALS**

| Quantity/Each or Foot | Size | Description | Each | Total |
|---|---|---|---|---|
| 2.00 | 20 x 25 x 8 | Duct | $75.000 | $150.00 |
| 20.00 | Sq Ft | 2 inch duct wrap | $0.500 | $10.00 |
| 1.00 | 3" | Foil tape | $12.000 | $12.00 |
| 4.00 | 1-1/4" | Press copper caps | $12.540 | $50.16 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | Sub-Total | $222.16 |
| | | | 6% PA Sales Tax | $13.33 |
| | | | 15% Profit and Overhead | $35.32 |
| | | | **TOTAL** | **$270.81** |

**TOTAL MANDATED BURDEN**

| Basis | Description | Rate | Total |
|---|---|---|---|
| $1,245.64 | Social Security | 6.2000% | $77.23 |
| $1,245.64 | State Unemployment Tax | 8.5037% | $105.93 |
| $1,245.64 | Federal Unemployment Tax | 0.6000% | $7.47 |
| $1,245.64 | Medicare | 1.4500% | $18.06 |
| $1,245.64 | Worker's Compensation | 4.1200% | $51.32 |
| $1,245.64 | General Liability | 1.7331% | $21.59 |
| | | Sub-Total | $281.60 |
| | | 15% Profit and Overhead | $42.24 |
| | | **TOTAL** | **$323.84** |

**SUMMARY**

| | |
|---|---|
| **TOTAL LABOR** | $2,404 |
| **TOTAL EQUIPMENT / TOOLS** | $648 |
| **TOTAL MATERIAL** | $271 |
| **TOTAL MANDATED BURDEN** | $324 |
| **TIME &MATERIAL TOTAL** | **$3,647** |

HRG
Herbert, Rowland & Grubic, Inc.
Engineering & Related Services
AN EMPLOYEE-OWNED COMPANY

369 East Park Drive
Harrisburg, PA 17111
717.564.1121
www.hrg-inc.com

August 5, 2020

Bradley Gotshall
Lower Paxton Township
425 Prince Street,
Harrisburg, Pennsylvania 17109

Re: Application for Payment #1
Friendship Community Center – Phase 2 HVAC Roof Top Unit Upgrades

Dear Mr. Gotshall:

Enclosed please find a copy of Application for Payment #1 for the above-referenced project as submitted by Contractor.

Based on our review of the application, we recommend payment to the contractor in the amount of **$23,419.83.**

Also, enclosed for your records are copies of the Weekly Payroll Certifications for Public Works Project as submitted by the Contractor.

Upon approval, please sign and keep the copy for your records and return a copy to our office.

If you have any questions or require further information, please feel free to contact me.

Sincerely,

HERBERT, ROWLAND & GRUBIC, INC.

Chad A. Gladfelter

Team Leader | Civil

CAG/LB
R000184.0541
P:\0001\000184_0541\Admin\CA-CO\08 - Applications for Payment\AFP 01\03 RECOM\01 - AFP01_Recom Letter_Hosler.docx

Enclosures

c: Rachelle Scott, Lower Paxton Township (via email)
Shellie Smith, Lower Paxton Township (via email)
Jason Hinz, P.E., HRG (via email)

HRG
Herbert, Rowland & Grubic, Inc.
Engineering & Related Services
AN EMPLOYEE-OWNED COMPANY

# Contractor's Application for Payment No. 1

| | | | |
|---|---|---|---|
| Application Period: | 7/31/2020 | Application Date: | 7/23/2020 |
| To (Owner): Lower Paxton Township | From (Contractor): osler Enterprise, Inc. | Via (Engineer): Herbert, Rowland & Grubic, Inc. | |
| Project: Friendship Coummnunity Center HVAC RTU Upgrades - Phase 2 | Contract: | | |
| Owner's Contract No.: | Contractor's Project No.: | Engineer's Project No.: R000184.054 | |

**Application For Payment**

**Change Order Summary**

| Approved Change Orders | | | |
|---|---|---|---|
| Number | Additions | Deductions | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTALS | | | |
| NET CHANGE BY CHANGE ORDERS | | | |

| | | |
|---|---|---|
| 1. ORIGINAL CONTRACT PRICE | $ | $414,950.00 |
| 2. Net change by Change Orders | $ | |
| 3. Current Contract Price (Line 1 ± 2) | $ | $414,950.00 |
| 4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates) | $ | $26,022.03 |
| 5. RETAINAGE: | | |
| a. 10% X $26,022.03 Work Completed | $ | $2,602.20 |
| b. X Stored Material | $ | |
| c. Total Retainage (Line 5.a + Line 5.b) | $ | $2,602.20 |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c) | $ | $23,419.83 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) | $ | |
| 8. AMOUNT DUE THIS APPLICATION | $ | $23,419.83 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above) | $ | $391,530.17 |

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

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 the Work covered by prior Applications for Payment;
2) Title to 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 the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Commonwealth of Pennsylvania - Notary Seal
JUSTIN CASPERSEN - Notary Public
Columbia County
My Commission Expires May 26, 2023
Commission Number 1290842

**Contractor Signature** 7/23/20

By: Philip Hosler — Philip Hosler — Date: 7/23/2020

Payment of: $ 23,419.83
(Line 8 or other - attach explanation of the other amount)

is recommended by: Chad Gladfelter — 8/5/2020
(Engineer) (Date)

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

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding or Financing Entity (if applicable) (Date)


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## Progress Estimate - Lump Sum Work

## Contractor's Application

| | | | |
|---|---|---|---|
| For (Contract): | Friendship Community Center HVAC RTU Upgrades - Phase 2 | Application Number: | 1 |
| Application Period: | 7/31/2020 | Application Date: | 7/23/2020 |

| | | | | Work Completed | | E | F | | G |
|---|---|---|---|---|---|---|---|---|---|
| | A | | B | C | D | Materials Presently Stored (not in C or D) | Total Completed and Stored to Date (C + D + E) | % (F / B) | Balance to Finish (B - F) |
| Specification Section No. | Description | | Scheduled Value ($) | From Previous Application (C+D) | This Period | | | | |
| 1 | ELECTRICAL DEMO | | $6,344.00 | | $5,709.60 | | $5,709.60 | 90.0% | $634.40 |
| 2 | PLUMBING DEMO | | $774.00 | | $696.60 | | $696.60 | 90.0% | $77.40 |
| 3 | HVAC DEMO | | $1,008.00 | | $504.00 | | $504.00 | 50.0% | $504.00 |
| 4 | ELECTRICAL MATERIAL | | $7,359.00 | | $5,887.20 | | $5,887.20 | 80.0% | $1,471.80 |
| 5 | ELECTRICAL INSTALL | | $7,359.00 | | $3,679.50 | | $3,679.50 | 50.0% | $3,679.50 |
| 6 | PLUMBING MATERIAL | | $1,405.00 | | $140.50 | | $140.50 | 10.0% | $1,264.50 |
| 7 | PLUMBING INSTALL | | $4,256.00 | | $1,064.00 | | $1,064.00 | 25.0% | $3,192.00 |
| 8 | HVAC MATERIAL | | $281,592.00 | | | | | | $281,592.00 |
| 9 | HVAC INSTALL | | $11,370.00 | | | | | | $11,370.00 |
| 10 | CONTROLS SUBCONTRACTOR | | $90,169.00 | | $8,340.63 | | $8,340.63 | 9.2% | $81,828.37 |
| 11 | PUNCHLIST ITEMS | | $3,314.00 | | | | | | $3,314.00 |
| | **Totals** | | **$414,950.00** | | **$26,022.03** | | **$26,022.03** | | **$388,927.97** |

EJCDC® C-620 Contractor's Application for Payment
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# WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

[X] Contractor or [ ] Subcontractor (Please check one)

**ALL INFORMATION MUST BE COMPLETED**

CONTRACTOR: Hosler Enterprise
ADDRESS: 218 Foundryville Road
Berwick, PA 18603

SUBCONTRACTOR:
ADDRESS:

LABOR & INDUSTRY
BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGE DIVISION
7TH & FORSTER STREETS
HARRISBURG, PA 17120
1-800-932-0665

| PAYROLL NUMBER | WEEK ENDING DATE | PROJECT AND LOCATION: Friendship Community Center HVAC RTU Upgrades |
|---|---|---|
| 1 | 7/25/2020 | PROJECT SERIAL # 19-08053 |

| EMPLOYEE NAME | APPR. RATE (%) | WORK CLASSIFICATION | DAY AND DATE Sun 07-19 | Mon 07-20 | Tue 07-21 | Wed 07-22 | Thur 07-23 | Fri 07-24 | Sat 07-25 | S-TIME / 0-TIME | BASE HOURLY RATE | TOTAL FRINGE BENEFITS (C=Cash) (FB=Contributions)* | TOTAL DEDUCTIONS | GROSS PAY FOR PREVAILING RATE JOB(S) | CHECK # |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | HOURS WORKED EACH DAY | | | | | | | | | | | | |
| Ryan Eckardt | | Pipefitter | 0 | 8.0 | 0 | 0 | 0 | 0 | 0 | 8.00 | $37.52 | C: $0.00 | 449.96 | $300.16 | Direct Deposit |
| | | | | | | | | | | 0.00 | $56.28 | FB: $26.41 | | | |
| | | | 0 | 0 | 0.0 | 0 | 0 | 0 | 0 | 0.00 | | C: | | $0.00 | |
| | | | | | | | | | | 0.0 | | FB: | | | |
| | | | | | | | | | | 0.0 | | C: | | $0.00 | |
| | | | | | | | | | | 0.0 | | FB: | | | |
| | | | | | | | | | | 0.00 | | C: | | $0.00 | |
| | | | | | | | | | | 0.00 | | FB: | | | |
| | | | | | | | | | | 0.0 | | C: | | $0.00 | |
| | | | | | | | | | | 0.0 | | FB: | | | |
| | | | | | | | | | | 0.0 | | C: | | $0.00 | |
| | | | | | | | | | | 0.0 | | FB: | | | |

*SEE REVERSE SIDE



LLC-25 REV 10-03 (Page 1)

**THE NOTARIZATION MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY. ALL OTHER INFORMATION MUST BE COMPLETED WEEKLY.**

*FRINGE BENEFITS EXPLANATION (FB): Bona fide benefits contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

1) Medical or hospital care Range from $2.55 to $9.86
2) Pension or retirement Range from $14.28 to $22.13
3) Life insurance N/A
4) Disability N/A
5) Vacation, holiday Range from $1.44 to $2.27
6) Other (please specify)

## CERTIFIED STATEMENT OF COMPLIANCE

1. The undersigned, having executed a contract with Hosler Enterprise (AWARDING AGENCY, CONTRACTOR OR SUBCONTRACTOR) for the construction of the above-identified project, acknowledges that:
   (a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.
   (b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.
   (c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.

2. The undersigned certifies that:
   (a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the PA Prevailing Wage Act, Act of August 15, 1961 P.L. 987 as amended, 43 P.S.§ 165-11(e).
   (b) No part of this contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.

3. The undersigned certifies that:
   (a) the legal name and the business address of the contractor or subcontractor are: Hosler Enterprise – 218 Foundryville Road – Berwick, PA 18603
   (b) The undersigned is: [ ] a single proprietorship [X] a corporation organized in the state of Pennsylvania [ ] a partnership [ ] other organization (describe)
   (c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

| NAME | TITLE | ADDRESS |
|---|---|---|
| Philip K. Hosler | President | 218 Foundryville Road – Berwick, PA 18603 |
| | | |
| | | |
| | | |

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the PA Prevailing Wage Act of August 15, 1961, P.L. 987, as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

07/27/20
(DATE)

Philip Hosler
(SIGNATURE)

Sole Member
(TITLE)

Commonwealth of Pennsylvania - Notary Seal
JUSTIN CASPERSEN - Notary Public
Columbia County
My Commission Expires May 26, 2023
Commission Number 1290842

SEAL

Taken, sworn and subscribed before me this 3 Day of August A.D. 2020

# WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

[X] Contractor or [ ] Subcontractor (Please check one) **ALL INFORMATION MUST BE COMPLETED**

CONTRACTOR: Hosler Enterprise
ADDRESS: 218 Foundryville Road
Berwick, PA 18603

SUBCONTRACTOR:
ADDRESS:

| PAYROLL NUMBER | WEEK ENDING DATE | PROJECT AND LOCATION: Friendship Community Center HVAC RTU Upgrades |
|---|---|---|
| 2 | 8/1/2020 | PROJECT SERIAL # 19-08053 |

| EMPLOYEE NAME | APPR. RATE (%) | WORK CLASSIFICATION | Sun 07-26 | Mon 07-27 | Tue 07-28 | Wed 07-29 | Thur 07-30 | Fri 07-31 | Sat 08-01 | S-TIME / 0-TIME | BASE HOURLY RATE | TOTAL FRINGE BENEFITS (C=Cash) (FB=Contributions)* | TOTAL DEDUCTIONS | GROSS PAY FOR PREVAILING RATE JOB(S) | CHECK # |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | HOURS WORKED EACH DAY | | | | | | | | | | | | |
| Ryan Eckardt | | Pipefitter | 0 | 8.0 | 8 | 6 | 0 | 0 | 0 | 22.00 | $37.52 | C: $0.00 | 406.51 | $825.44 | Direct Deposit |
| | | | | | | | | | | 0.00 | $56.28 | FB: $26.41 | | | |
| David Knight | | Pipefitter | 0 | 8 | 8.0 | 0 | 0 | 0 | 0 | 16.00 | $37.52 | C: $0.00 | 281.23 | $600.32 | Direct Deposit |
| | | | | | | | | | | 0.0 | $56.28 | FB: $26.41 | | | |
| Joseph Webby | | Pipefitter | 0 | 8 | 8 | 0 | 0 | 0 | 0 | 16.0 | $37.52 | C: $0.00 | 267.02 | $600.32 | Direct Deposit |
| | | | | | | | | | | 0.0 | $56.28 | FB: $26.41 | | | |
| | | | | | | | | | | 0.00 | | C: | | $0.00 | |
| | | | | | | | | | | 0.00 | | FB: | | | |
| | | | | | | | | | | 0.0 | | C: | | $0.00 | |
| | | | | | | | | | | 0.0 | | FB: | | | |
| | | | | | | | | | | 0.0 | | C: | | $0.00 | |
| | | | | | | | | | | 0.0 | | FB: | | | |

*SEE REVERSE SIDE

PAGE NUMBER 1 OF 1

LLC-25 REV 10-03 (Page 1)

**THE NOTARIZATION MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY. ALL OTHER INFORMATION MUST BE COMPLETED WEEKLY.**

*FRINGE BENEFITS EXPLANATION (FB): Bona fide benefits contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

1) Medical or hospital care Range from $2.55 to $9.86
2) Pension or retirement Range from $14.28 to $22.13
3) Life insurance N/A
4) Disability N/A
5) Vacation, holiday Range from $1.44 to $2.27
6) Other (please specify) _____

**CERTIFIED STATEMENT OF COMPLIANCE**

1. The undersigned, having executed a contract with Hosler Enterprise (AWARDING AGENCY, CONTRACTOR OR SUBCONTRACTOR) _____ for the construction of the above-identified project, acknowledges that:
   (a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.
   (b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.
   (c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.

2. The undersigned certifies that:
   (a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the PA Prevailing Wage Act, Act of August 15, 1961 P.L. 987 as amended, 43 P.S.§ 165-11(e).
   (b) No part of this contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.

3. The undersigned certifies that:
   (a) the legal name and the business address of the contractor or subcontractor are: Hosler Enterprise – 218 Foundryville Road – Berwick, PA 18603
   (b) The undersigned is: [ ] a single proprietorship [X] a corporation organized in the state of Pennsylvania [ ] a partnership [ ] other organization (describe) _____
   (c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

| NAME | TITLE | ADDRESS |
|---|---|---|
| Philip K. Hosler | President | 218 Foundryville Road – Berwick, PA 18603 |
| | | |
| | | |
| | | |

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the PA Prevailing Wage Act of August 15, 1961, P.L. 987, as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

08/03/20
(DATE)

_____
(SIGNATURE)

Sole Member
(TITLE)

_____
SEAL

Taken, sworn and subscribed before me this _____ Day of _____ A.D. _____

HRG
Herbert, Rowland & Grubic, Inc.
Engineering & Related Services
AN EMPLOYEE-OWNED COMPANY

# CHANGE ORDER NO. 2

Date of Issuance: August 18, 2020 Effective Date:

Owner: Lower Paxton Township Contract No.:

Contractor: Pennsy Supply, Inc. Contract Name: 2020 Lower Paxton Township Paving Project

Engineer: Herbert, Rowland & Grubic HRG Project No.: 000184.0543

Project: 2020 Lower Paxton Township Paving Project

The Contract is modified as follows upon execution of this Change Order:

**Description:** In preparation for contract closeout, this is the final change order that reconciles the original bid quantities with the actual field measured quantities installed throughout the duration of the project. Inclusive is Work Change Directive #1 which authorized the placement of AASHTO No. 4 Stone as shoulder backup along Compton Drive.

Attached (List documents supporting change): Breakdown of Reconciliation of Final Installed Quantities, Work Change Directive #1

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES |
|---|---|
| Original Contract Price:<br>$ 693,537.35 | Original Contract Times:<br>Substantial Completion: July 17, 2020<br>Ready for Final Payment: July 31, 2020<br>days or dates |
| [Increase] ~~[Decrease]~~ from previous approved Change Orders No. 1 to No. 1:<br>$ 132,401.30 | [Increase] [Decrease] from previous approved Change Orders No. __ to No. __:<br>Substantial Completion: N/A<br>Ready for Final Payment: N/A<br>days |
| Contract Price prior to this Change Order:<br>$ 825,938.65 | Contract Times prior to this Change Order:<br>Substantial Completion: July 17, 2020<br>Ready for Final Payment: July 31, 2020<br>days or dates |
| [Increase] ~~[Decrease]~~ of this Change Order:<br>$ 28,684.40 | [Increase] [Decrease] of this Change Order:<br>Substantial Completion: N/A<br>Ready for Final Payment: N/A<br>days or dates |
| Contract Price incorporating this Change Order:<br>$ 854,623.05 | Contract Times with all approved Change Orders:<br>Substantial Completion: July 17, 2020<br>Ready for Final Payment: July 31, 2020<br>days or dates |

| RECOMMENDED: | AUTHORIZED BY: | RECEIVED: |
|---|---|---|
| By: Jason R Hunsy | By: | By: Frank P. Schultz |
| Engineer (Authorized Signature) | Owner (Authorized Signature) | Contractor (Authorized Signature) |
| Title: Group Manager \| Civil | Title: | Title: PROJECT MANAGER |
| Date: 8/19/2020 | Date: | Date: 8/25/20 |

Approved by Funding Agency (if applicable)

By: Date:

Title:

Modified EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

**2020 Lower Paxton Township Paving Project** **8/18/2020**

**Reconciliation of Final Installed Quantities** **JRH**

| Bid Item No. | Description | Unit | Bid Quantity | Quantity Installed | Quantity Adjustment | Unit Price | Change in Price |
|---|---|---|---|---|---|---|---|
| **Lyters Lane - Page Road to Conway Road** | | | | | | | |
| HRG20-400-001 | MILLING, 0" TO 3" DEPTH | SY | 47 | 166.66 | 119.66 | $20.00 | $2,393.20 |
| HRG20-400-115 | SUPERPAVE ASPHALT MIXTURE DESIGN, WEARING COURSE, PG 64S-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-G | SY | 18766 | 19960.84 | 1,194.84 | $7.95 | $9,498.98 |
| HRG20-400-118 | SUPERPAVE ASPHALT MIXTURE DESIGN, LEVELING COURSE, PG 64S-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX | TN | 961 | 1055.98 | 94.98 | $84.50 | $8,025.81 |
| HRG20-400-175 | PAVEMENT MEMBRANE FABRIC | SY | 16432 | 17250 | 818.00 | $2.20 | $1,799.60 |
| HRG20-400-177 | BASE REPAIR | SY | 130 | 0 | -130.00 | $120.00 | -$15,600.00 |
| HRG20-400-193 | PAVEMENT MARKINGS, 4" DOUBLE YELLOW, WATERBORNE | LF | 6345 | 6430 | 85.00 | $0.26 | $22.10 |
| HRG20-400-194 | PAVEMENT MARKINGS, 4" WHITE, WATERBORNE | LF | 11360 | 12779 | 1,419.00 | $0.13 | $184.47 |
| HRG20-400-199 | PAVEMENT MARKINGS, 24" STOPBAR- THERMOPLASTIC | EA | 1 | 2 | 1.00 | $215.00 | $215.00 |
| **Saint George Drive/Compton Drive - Parkway East to Municipal Line** | | | | | | | |
| HRG20-400-117 | SUPERPAVE ASPHALT MIXTURE DESIGN, WEARING COURSE, PG 64S-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-L | SY | 9990 | 10605.76 | 615.76 | $7.95 | $4,895.29 |
| HRG20-400-118 | SUPERPAVE ASPHALT MIXTURE DESIGN, LEVELING COURSE, PG 64S-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX | TN | 543 | 730.13 | 187.13 | $85.50 | $15,999.62 |
| HRG20-400-175 | PAVEMENT MEMBRANE FABRIC | SY | 9990 | 10439.39 | 449.39 | $2.20 | $988.66 |
| HRG20-400-176 | SUBGRADE REPAIR | CY | 100 | 26.88 | -73.12 | $135.00 | -$9,871.20 |
| HRG20-400-177 | BASE REPAIR | SY | 1113 | 1803.8 | 690.80 | $69.00 | $47,665.20 |
| HRG20-400-193 | PAVEMENT MARKINGS, 4" DOUBLE YELLOW, WATERBORNE | LF | 4085 | 4056 | -29.00 | $0.26 | -$7.54 |
| HRG20-400-194 | PAVEMENT MARKINGS, 4" WHITE, WATERBORNE | LF | 8170 | 8129 | -41.00 | $0.13 | -$5.33 |
| **Nora Avenue/Clearview Avenue/Lyters Lane West of Page Road** | | | | | | | |
| HRG20-400-117 | SUPERPAVE ASPHALT MIXTURE DESIGN, WEARING COURSE, PG 64S-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-L | SY | 4809 | 4780 | -29.00 | $8.45 | -$245.05 |
| HRG20-400-118 | SUPERPAVE ASPHALT MIXTURE DESIGN, LEVELING COURSE, PG 64S-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX | TN | 261 | 310.53 | 49.53 | $86.00 | $4,259.58 |
| HRG20-400-175 | PAVEMENT MEMBRANE FABRIC | SY | 4465 | 4780 | 315.00 | $2.20 | $693.00 |
| **CO - 01: Parkway East - Lingelstown Road to St. George Drive** | | | | | | | |
| HRG20-400-117 | SUPERPAVE ASPHALT MIXTURE DESIGN, WEARING COURSE, PG 64S-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-L | SY | 5040 | 4564.73 | -475 | $7.95 | -$3,778.40 |
| HRG20-400-118 | SUPERPAVE ASPHALT MIXTURE DESIGN, LEVELING COURSE, PG 64S-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX | TN | 273 | 236.8 | -36 | $85.50 | -$3,095.10 |
| HRG20-400-175 | PAVEMENT MEMBRANE FABRIC | SY | 5040 | 4564.73 | -475 | $2.20 | -$1,045.59 |
| HRG20-400-176 | SUBGRADE REPAIR | CY | 100 | 0 | -100 | $135.00 | -$13,500.00 |
| HRG20-400-177 | BASE REPAIR | SY | 504 | 0 | -504 | $69.00 | -$34,776.00 |
| HRG20-400-193 | PAVEMENT MARKINGS, 4" DOUBLE YELLOW, WATERBORNE | LF | 1890 | 1873 | -17 | $0.26 | -$4.42 |
| HRG20-400-194 | PAVEMENT MARKINGS, 4" WHITE, WATERBORNE | LF | 3780 | 3781 | 1 | $0.13 | $0.13 |
| **WCD - 01 No. 4 Stone** | | | | | | | |
| WCD #1 | NO. 4 STONE | TN | | 107.48 | 107 | $130.00 | $13,972.40 |
| | | | | | | **Project Net Total** | **$28,684.40** |

# WORK CHANGE DIRECTIVE NO. 1

HRG
Herbert, Rowland & Grubic, Inc.
Engineering & Related Services
AN EMPLOYEE-OWNED COMPANY

Date of Issuance: **June 3, 2020** Effective Date: **June 3, 2020**

Owner: **Lower Paxton Township** Contract No.:

Contractor: **Pennsy Supply, Inc.** Contract Name: **2020 Lower Paxton Township Paving Project**

Engineer: **Herbert, Rowland & Grubic, Inc.** HRG Project No.: **000184.0543**

Project: **2020 Lower Paxton Township Paving Project**

Contractor is directed to proceed promptly with the following change(s):

**Description:** Place #4 stone stabilization along St. George Drive in the locations identified on-site.

Attached (List documents supporting changes): Bid Proposal Extra Work #4 Stone

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change

☑ Necessity to proceed for schedule or other Project reasons

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price: **$ 10,400** increase.

Contract Time: 0 days increase.

Basis of determining change in Contract Price:

☑Lump Sum ☐ Unit Prices ☐ Cost of the Work ☐ Other

| RECOMMENDED: | AUTHORIZED BY: | RECEIVED: |
|---|---|---|
| By: Jason R Hinz | By: | By: Frank P. Smith |
| Engineer (Authorized Signature) | Owner (Authorized Signature) | Contractor (Authorized Signature) |
| Title: Group Manager \| Civil | Title: PW DIRECTOR | Title: PROJECT MANAGER |
| Date: 6/3/20 | Date: 6/15/20 | Date: 6/4/20 |

Approved by Funding Agency (if applicable)

By: Date:

Title:

# LOWER PAXTON TOWNSHIP-EXTRA WORK-PLACE #4 STONE ST GEORGE DR.

**2400 Thea Drive, Suite 3A**
**Harrisburg, Pa. 17110**
**Contact:** **FRANK P. SMITH, JR.**
**Phone:** **717-867-9753**
**Fax:** **717-867-5924**

Quote To: LOWER PAXTON TOWNSHIP
Phone:
Fax:

Job Name: PLACE #4 STONE ST GEORGE DR.
Date: JUNE 2, 2020

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | **ST. GEORGE DRIVE & COMPTON DRIVE** | | | | |
| 20 | PLACE # 4 STONE | 80.00 | TONS | 130.00 | 10,400.00 |
| **GRAND TOTAL** | | | | | **$10,400.00** |

**NOTES:**

One mobilization is included unless stated otherwise. Additional mobilizations will be billed at $1250.00 per mobilization.

WE RESERVE THE RIGHT TO WITHDRAW THIS PROPOSAL IF NOT ACCEPTED WITHIN ( 15 ) DAYS FROM THE DATE OF THIS PROPOSAL.

We hope that we may be of service to you. If you have any questions or need additional information, please feel free to contact our office.

Sincerely,
PENNSY SUPPLY, INC

Frank P.Smith,Jr.
Project Estimator

Please note that acceptance of this proposal includes provisions for adjustment of the asphalt as stated above!

HRG
Herbert, Rowland & Grubic, Inc.
Engineering & Related Services
AN EMPLOYEE-OWNED COMPANY

369 East Park Drive
Harrisburg, PA 17111
717.564.1121
FAX 717.564.1158
www.hrg-inc.com

August 31, 2020

Board of Supervisors
Lower Paxton Township
425 Prince Street
Harrisburg, Pennsylvania 17109

Re: Application for Payment No. 3
2020 Lower Paxton Township Paving Project
Lower Paxton Township, Dauphin County, PA

Dear Supervisors:

Enclosed please find four (4) copies of Application for Payment No. 3 for the above-referenced project as submitted by Pennsy Supply, Inc.

Based on our review of the application and our field observations, we recommend payment to the contractor in the amount of **$54,662.81**.

Also, enclosed for your records are copies of the Weekly Payroll Certifications for Public Works Project as submitted by the Contractor.

Upon approval, please keep one (1) of the copies for your records and return three (3) to our office.

If you have any questions or require further information, please feel free to contact me.

Sincerely,

**Herbert, Rowland & Grubic, Inc.**

Jason R. Hinz

Jason R. Hinz, P.E.
Group Manager | Civil

JRH/LB
000184.0543
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c: Jeff Kline (via email)
Brad Gotshall (via email)
Frank Smith (via email)
Eric Lincoln (via email)

HRG
Herbert, Rowland & Grubic, Inc.
Engineering & Related Services
AN EMPLOYEE-OWNED COMPANY

# Contractor's Application for Payment No. 3

| | | |
|---|---|---|
| Application Period: 7/1/2020 - 7/31/2020 | | Application Date: 8/1/2020 |
| To (Owner): Lower Paxton Township | From (Contractor): Pennsy Supply, Inc. | Via (Engineer): Herbert, Rowland & Grubic, Inc. |
| Project: 2020 Lower Paxton Township Paving Project | Contract: 2020 Lower Paxton Township Paving Project | |
| Owner's Contract No.: | Contractor's Project No.: | Engineer's Project No.: R000184.0543 |

**Application For Payment**

**Change Order Summary**

| Approved Change Orders | | |
|---|---|---|
| Number | Additions | Deductions |
| 1 | $132,401.30 | |
| 2 | $28,684.40 | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTALS | $161,085.70 | $0.00 |
| NET CHANGE BY CHANGE ORDERS | $161,085.70 | |

| | | |
|---|---|---|
| 1. ORIGINAL CONTRACT PRICE | $ | $693,537.35 |
| 2. Net change by Change Orders | $ | $161,085.70 |
| 3. Current Contract Price (Line 1 ± 2) | $ | $854,623.05 |
| 4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates) | $ | $854,623.05 |
| 5. RETAINAGE: | | |
| a. 150% X $11,500.00 Punchlist Items | $ | $17,250.00 |
| b. 0% X $0.00 Stored Material | $ | $0.00 |
| c. Total Retainage (Line 5.a + Line 5.b) | $ | $17,250.00 |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c) | $ | $837,373.05 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) | $ | $782,710.24 |
| 8. AMOUNT DUE THIS APPLICATION | $ | $54,662.81 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above) | $ | $17,250.00 |

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:
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 the Work covered by prior Applications for Payment;
Title to 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
All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor Signature**

By: Frank P. Smith Date: 8/26/20

Payment of: $ 54,662.81
(Line 8 or other - attach explanation of the other amount)

is recommended by: Jason R. Hunsicker 8/31/20
(Engineer) (Date)

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

is approved by:
(Owner) (Date)

Approved by:
Funding or Financing Entity (if applicable) (Date)


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## Progress Estimate - Unit Price Work

## Contractor's Application

For (Contract): 2020 Lower Paxton Township Paving Project

Application Period: 7/1/2020 - 7/31/2020

Application Number: 3

Application Date: 8/1/2020

| A | | | | | B | C | C | D | D | E | F | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item | | Contract Information | | | | | | | | | | | | |
| Bid Item No. | Description | Item Quantity | Units | Unit Price | Total Value of Bid Item ($) | Quantity Installed This Period | Quantity Previously Installed | Value of Work Installed This Period | Value of Work Installed to Date | Materials Presently Stored (not in C) | Total Completed and Stored to Date (D + E) | % (F / B) | Balance to Finish - F) | (B |
| **Lyters Lane - Page Road to Conway Road** | | | | | | | | | | | | | | |
| HRG20-100-001 | MOBILIZATION | 1 | LS | $8,125.00 | $8,125.00 | 0.2 | 0.8 | $1,625.00 | $8,125.00 | | $8,125.00 | 100.0% | $0.00 | |
| HRG20-100-002 | MAINTENANCE AND PROTECTION OF TRAFFIC | 1 | LS | $15,600.00 | $15,600.00 | 0.1 | 0.9 | $1,560.00 | $15,600.00 | | $15,600.00 | 100.0% | $0.00 | |
| HRG20-400-001 | MILLING, 0" TO 3" DEPTH | 47 | SY | $20.00 | $940.00 | | 166.66 | $0.00 | $3,333.20 | | $3,333.20 | 354.6% | -$2,393.20 | 166.66 |
| HRG20-400-115 | SUPERPAVE ASPHALT MIXTURE DESIGN, WEARING COURSE, PG 64S-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-G | 18766 | SY | $7.95 | $149,189.70 | | 19960.84 | $0.00 | $158,688.68 | | $158,688.68 | 106.4% | -$9,498.98 | 19960.84 |
| HRG20-400-118 | SUPERPAVE ASPHALT MIXTURE DESIGN, LEVELING COURSE, PG 64S-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX | 961 | TN | $84.50 | $81,204.50 | | 1055.98 | $0.00 | $89,230.31 | | $89,230.31 | 109.9% | -$8,025.81 | 1055.98 |
| HRG20-400-175 | PAVEMENT MEMBRANE FABRIC | 16432 | SY | $2.20 | $36,150.40 | | 17250 | $0.00 | $37,950.00 | | $37,950.00 | 105.0% | -$1,799.60 | 17250 |
| HRG20-400-177 | BASE REPAIR | 130 | SY | $120.00 | $15,600.00 | | 0 | $0.00 | $0.00 | | $0.00 | | $15,600.00 | 0 |
| HRG20-400-193 | PAVEMENT MARKINGS, 4" DOUBLE YELLOW, WATERBORNE | 6345 | LF | $0.26 | $1,649.70 | 105 | 6325 | $27.30 | $1,671.80 | | $1,671.80 | 101.3% | -$22.10 | 6430 |
| HRG20-400-194 | PAVEMENT MARKINGS, 4" WHITE, WATERBORNE | 11360 | LF | $0.13 | $1,476.80 | 1490 | 11289 | $193.70 | $1,661.27 | | $1,661.27 | 112.5% | -$184.47 | 12779 |
| HRG20-400-199 | PAVEMENT MARKINGS, 24" STOPBAR- THERMOPLASTIC | 1 | EA | $215.00 | $215.00 | | 2 | $0.00 | $430.00 | | $430.00 | 200.0% | -$215.00 | 2 |
| HRG20-900-001 | SANITARY SEWER MANHOLE ADJUSTMENT, TYPE A | 13 | EA | $4,350.00 | $56,550.00 | 2 | 11 | $8,700.00 | $56,550.00 | | $56,550.00 | 100.0% | $0.00 | 13 |
| HRG20-900-002 | SANITARY SEWER MANHOLE ADJUSTMENT, TYPE B | 1 | EA | $1,240.00 | $1,240.00 | | 1 | $0.00 | $1,240.00 | | $1,240.00 | 100.0% | $0.00 | 1 |
| | **Lyters Lane - Page Road to Conway Road Sub-Total** | | | | **$367,941.10** | | | **$12,106.00** | **$374,480.26** | | **$374,480.26** | **102%** | **-$6,539.16** | 0 |
| **Saint George Drive/Compton Drive - Parkway East to Municipal Line** | | | | | | | | | | | | | | 0 |
| HRG20-100-001 | MOBILIZATION | 1 | LS | $5,600.00 | $5,600.00 | 0.2 | 0.8 | $1,120.00 | $5,600.00 | | $5,600.00 | 100.0% | $0.00 | 1 |
| HRG20-100-002 | MAINTENANCE AND PROTECTION OF TRAFFIC | 1 | LS | $3,715.00 | $3,715.00 | 0.1 | 0.9 | $371.50 | $3,715.00 | | $3,715.00 | 100.0% | $0.00 | 1 |
| HRG20-400-117 | SUPERPAVE ASPHALT MIXTURE DESIGN, WEARING COURSE, PG 64S-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-L | 9990 | SY | $7.95 | $79,420.50 | 166.37 | 10439.39 | $1,322.64 | $84,315.79 | | $84,315.79 | 106.2% | -$4,895.29 | 10605.76 |
| HRG20-400-118 | SUPERPAVE ASPHALT MIXTURE DESIGN, LEVELING COURSE, PG 64S-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX | 543 | TN | $85.50 | $46,426.50 | | 730.13 | $0.00 | $62,426.12 | | $62,426.12 | 134.5% | -$15,999.62 | 730.13 |
| HRG20-400-175 | PAVEMENT MEMBRANE FABRIC | 9990 | SY | $2.20 | $21,978.00 | | 10439.39 | $0.00 | $22,966.66 | | $22,966.66 | 104.5% | -$988.66 | 10439.39 |
| HRG20-400-176 | SUBGRADE REPAIR | 100 | CY | $135.00 | $13,500.00 | | 26.88 | $0.00 | $3,628.80 | | $3,628.80 | 26.9% | $9,871.20 | 26.88 |
| HRG20-400-177 | BASE REPAIR | 1113 | SY | $69.00 | $76,797.00 | | 1803.8 | $0.00 | $124,462.20 | | $124,462.20 | 162.1% | -$47,665.20 | 1803.8 |
| HRG20-400-193 | PAVEMENT MARKINGS, 4" DOUBLE YELLOW, WATERBORNE | 4085 | LF | $0.26 | $1,062.10 | | 4056 | $0.00 | $1,054.56 | | $1,054.56 | 99.3% | $7.54 | 4056 |
| HRG20-400-194 | PAVEMENT MARKINGS, 4" WHITE, WATERBORNE | 8170 | LF | $0.13 | $1,062.10 | | 8129 | $0.00 | $1,056.77 | | $1,056.77 | 99.5% | $5.33 | 8129 |
| | **Saint George Drive/Compton Drive - Parkway East to Municipal Line Sub-Total** | | | | **$249,561.20** | | | **$2,814.14** | **$309,225.90** | | **$309,225.90** | **124%** | **-$59,664.70** | 0 |
| **Nora Avenue/Clearview Avenue/Lyters Lane West of Page Road** | | | | | | | | | | | | | | |
| HRG20-100-001 | MOBILIZATION | 1 | LS | $1,830.00 | $1,830.00 | 0.2 | 0.8 | $366.00 | $1,830.00 | | $1,830.00 | 100.0% | $0.00 | |
| HRG20-100-002 | MAINTENANCE AND PROTECTION OF TRAFFIC | 1 | LS | $1,300.00 | $1,300.00 | 0.1 | 0.9 | $130.00 | $1,300.00 | | $1,300.00 | 100.0% | $0.00 | |
| HRG20-400-117 | SUPERPAVE ASPHALT MIXTURE DESIGN, WEARING COURSE, PG 64S-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-L | 4809 | SY | $8.45 | $40,636.05 | | 4780 | $0.00 | $40,391.00 | | $40,391.00 | 99.4% | $245.05 | |
| HRG20-400-118 | SUPERPAVE ASPHALT MIXTURE DESIGN, LEVELING COURSE, PG 64S-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX | 261 | TN | $86.00 | $22,446.00 | | 310.53 | $0.00 | $26,705.58 | | $26,705.58 | 119.0% | -$4,259.58 | |
| HRG20-400-175 | PAVEMENT MEMBRANE FABRIC | 4465 | SY | $2.20 | $9,823.00 | | 4780 | $0.00 | $10,516.00 | | $10,516.00 | 107.1% | -$693.00 | |
| | **Nora Avenue/Clearview Avenue/Lyters Lane West of Page Road Sub-Total** | | | | **$76,035.05** | | | **$496.00** | **$80,742.58** | | **$80,742.58** | **106%** | **-$4,707.53** | |
| **CO - 01: Parkway East - Lingelstown Road to St. George Drive** | | | | | | | | | | | | | | |
| HRG20-100-001 | MOBILIZATION | 1 | LS | $4,645.00 | $4,645.00 | 0.2 | 0.8 | $929.00 | $4,645.00 | | $4,645.00 | 100.0% | $0.00 | |
| HRG20-100-002 | MAINTENANCE AND PROTECTION OF TRAFFIC | 1 | LS | $4,000.00 | $4,000.00 | 0.1 | 0.9 | $400.00 | $4,000.00 | | $4,000.00 | 100.0% | $0.00 | |


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## Progress Estimate - Unit Price Work

## Contractor's Application

| For (Contract): | 2020 Lower Paxton Township Paving Project | Application Number: | 3 |
|---|---|---|---|
| Application Period: | 7/1/2020 - 7/31/2020 | Application Date: | 8/1/2020 |

| A | | | | | B | C | C | D | D | E | F | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item | | Contract Information | | | | | | | | | | | | |
| Bid Item No. | Description | Item Quantity | Units | Unit Price | Total Value of Bid Item ($) | Quantity Installed This Period | Quantity Previously Installed | Value of Work Installed This Period | Value of Work Installed to Date | Materials Presently Stored (not in C) | Total Completed and Stored to Date (D + E) | % (F / B) | Balance to Finish - F) | (B |
| HRG20-400-117 | SUPERPAVE ASPHALT MIXTURE DESIGN, WEARING COURSE, PG 64S-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-L | 5040 | SY | $7.95 | $40,068.00 | | 4564.73 | $0.00 | $36,289.60 | | $36,289.60 | 90.6% | $3,778.40 | |
| HRG20-400-118 | SUPERPAVE ASPHALT MIXTURE DESIGN, LEVELING COURSE, PG 64S-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX | 273 | TN | $85.50 | $23,341.50 | | 236.8 | $0.00 | $20,246.40 | | $20,246.40 | 86.7% | $3,095.10 | |
| HRG20-400-175 | PAVEMENT MEMBRANE FABRIC | 5040 | SY | $2.20 | $11,088.00 | | 4564.73 | $0.00 | $10,042.41 | | $10,042.41 | 90.6% | $1,045.59 | |
| HRG20-400-176 | SUBGRADE REPAIR | 100 | CY | $135.00 | $13,500.00 | | 0 | $0.00 | $0.00 | | $0.00 | | $13,500.00 | |
| HRG20-400-177 | BASE REPAIR | 504 | SY | $69.00 | $34,776.00 | | 0 | $0.00 | $0.00 | | $0.00 | | $34,776.00 | |
| HRG20-400-193 | PAVEMENT MARKINGS, 4" DOUBLE YELLOW, WATERBORNE | 1890 | LF | $0.26 | $491.40 | | 1873 | $0.00 | $486.98 | | $486.98 | 99.1% | $4.42 | |
| HRG20-400-194 | PAVEMENT MARKINGS, 4" WHITE, WATERBORNE | 3780 | LF | $0.13 | $491.40 | | 3781 | $0.00 | $491.53 | | $491.53 | 100.0% | -$0.13 | |
| | **CO - 01: Parkway East - Lingelstown Road to St. George Drive Sub-Total** | | | | **$132,401.30** | | | **$1,329.00** | **$76,201.92** | | **$76,201.92** | **58%** | **$56,199.38** | 0 |
| **CO - 02: No. 4 Stone and Reconciliation of Bid and Installed Quantities** | | | | | | | | | | | | | | |
| WCD #1 | NO. 4 STONE | | TON | $130.00 | | 107.48 | | $13,972.40 | $13,972.40 | | $13,972.40 | | -$13,972.40 | |
| CO #2 | RECONCILATION OF QUANTITIES | 1 | LS | $28,684.40 | $28,684.40 | | 1 | $0.00 | $28,684.40 | | $28,684.40 | 100.0% | $0.00 | |
| | **CO - 02: No. 4 Stone and Reconciliation of Bid and Installed Quantities Sub-Total** | | | | **$28,684.40** | | | **$13,972.40** | **$28,684.40** | | **$28,684.40** | **100%** | **$14,712.00** | 0 |
| | **Totals** | | | | **$825,938.65** | | | **$30,717.54** | **$854,623.05** | **$0.00** | **$854,623.05** | **103.5%** | **$0.00** | |


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## Stored Material Summary

## Contractor's Application

| For (Contract): | 2020 Lower Paxton Township Paving Project | Application Number: | 3 |
|---|---|---|---|
| Application Period: | 7/1/2020 - 7/31/2020 | Application Date: | 44044 |

| A | | B | C | | D | | E | | F | | G |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Stored Previously | | | | Incorporated in Work | | |
| Bid Item No. | Supplier Invoice No. | Submittal No. (with Specification Section No.) | Storage Location | Description of Materials or Equipment Stored | Date Placed into Storage (Month/Year) | Amount ($) | Amount Stored this Month ($) | Subtotal Amount Completed and Stored to Date (D + E) | Date (Month/ Year) | Amount ($) | Materials Remaining in Storage ($) (D + E - F) |
| | | | | | | | | $0.00 | | | $0.00 |
| | | | | | | | | $0.00 | | | $0.00 |
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| | | | | | | | | $0.00 | | | $0.00 |
| | | | | | | | | $0.00 | | | $0.00 |
| | | | | | | | | $0.00 | | | $0.00 |
| | | | | | | | | $0.00 | | | $0.00 |
| | | | | **Totals** | | **$0.00** | **$0.00** | **$0.00** | | **$0.00** | $0.00 |


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Date 7/10/2020

I, Bethany A. Wileman (Name of Signatory Party) Contract Administrator (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Pennsy Supply
(Contractor or Subcontractor)
on the
Job: 120212. LOWER PAXTON TOWNSHIP2020 ;
(Building or Work)

that during the payroll period commencing on the 28 day of June, 2020, and ending the 4 day of July, 2020,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Pennsy Supply
(Contractor or Subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U. S. C. 276c), and described below:

No Work Preformed

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| REMARKS: | |

| NAME AND TITLE | SIGNATURE |
|---|---|
| Bethany A. Wileman<br>Contract Administrator | Bethany A Wileman |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

# WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

☐ Contractor or ☑ Subcontractor (Please check one) **ALL INFORMATION MUST BE COMPLETED**

CONTRACTOR Pennsy Supply, Inc.
ADDRESS 1001 Paxton Street, P.O. Box 3331, Harrisburg, PA 17105

SUBCONTRACTOR American Paving Fabrics, Inc.
ADDRESS 6910 Oconner Road, Hanover, MD 21076

DEPARTMENT OF LABOR & INDUSTRY COMMONWEALTH OF PENNSYLVANIA
BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGE DIVISION
7TH & FORSTER STREETS
HARRISBURG, PA 17120
1-800-932-0665

PAYROLL NUMBER: 1
WEEK ENDING DATE: 06/28/2020
PROJECT AND LOCATION: Lower Paxton Township
PROJECT SERIAL #
PROJECT #

| EMPLOYEE NAME | APPR. RATE (%) | WORK CLASSIFICATION | DAY AND DATE S 28 | M 22 | T 23 | W 24 | T 25 | F 26 | S 27 | S-TIME 0-TIME | BASE HOURLY RATE | TOTAL FRINGE BENEFITS (C=Cash) (FB=Contributions)* | TOTAL DEDUCTIONS | GROSS PAY FOR PREVAILING RATE JOB(S) | CHECK # |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | HOURS WORKED EACH DAY | | | | | | | | | | | | |
| Gary Bonner | 0% | Laborer Class 3 | | | 6.00 | 7.00 | | | | 13.00 | $25.22 | C: $17.29 FB: | $294.15 | $552.63 | Direct Deposit |
| Paul A. Bradds | 0% | Laborer Class 3 | | | 6.00 | | | | | 6.00 | $25.22 | C: $17.29 FB: | $72.37 | $255.06 | Check #62795 |
| Willian M. Davila | 0% | Laborer Class 3 | | | | | 5.50 | | | 5.50 | $37.83 | C: $17.29 FB: | $549.66 | $303.16 | Direct Deposit |
| Marco Discua-Orellana | 0% | Laborer Class 3 | | | | | 5.50 | | | 5.50 | $37.83 | C: $17.29 FB: | $540.05 | $303.16 | Direct Deposit |
| BG Godwin, Jr. | 0% | Laborer Class 3<br>Laborer Class 3 | | | 6.00 | 7.00 | 5.50 | | | 13.00<br>5.50 | $25.22<br>$37.83 | C: $17.29 FB: | $761.36 | $855.79 | Direct Deposit |

*SEE REVERSE SIDE



LLC-25 REV 10-03 (Page 1)

# WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

☐ Contractor or ☑ Subcontractor (Please check one) **ALL INFORMATION MUST BE COMPLETED**

CONTRACTOR Pennsy Supply, Inc.
ADDRESS 1001 Paxton Street, P.O. Box 3331, Harrisburg, PA 17105

SUBCONTRACTOR American Paving Fabrics, Inc.
ADDRESS 6910 Oconner Road, Hanover, MD 21076

DEPARTMENT OF LABOR & INDUSTRY
COMMONWEALTH OF PENNSYLVANIA
BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGE DIVISION
7TH & FORSTER STREETS
HARRISBURG, PA 17120
1-800-932-0665

| PAYROLL NUMBER | WEEK ENDING DATE | PROJECT AND LOCATION Lower Paxton Township | |
|---|---|---|---|
| 1 | 06/28/2020 | PROJECT SERIAL # | PROJECT # |

| EMPLOYEE NAME | APPR. RATE (%) | WORK CLASSIFICATION | DAY AND DATE S 28 | M 22 | T 23 | W 24 | T 25 | F 26 | S 27 | S-TIME 0-TIME | BASE HOURLY RATE | TOTAL FRINGE BENEFITS (C=Cash) (FB=Contributions)* | TOTAL DEDUCTIONS | GROSS PAY FOR PREVAILING RATE JOB(S) | CHECK # |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | HOURS WORKED EACH DAY | | | | | | | | | | | | |
| Jose Martinez | 0% | Laborer Class 3 | | | 6.00 | 7.00 | | | | 13.00 | $25.22 | C: $17.29 | $440.89 | $855.79 | Direct Deposit |
| | | Laborer Class 3 | | | | | 5.50 | | | 5.50 | $37.83 | FB: | | | |
| Hassen Orellana-Flores | 0% | Truck Driver Class 2 | | | 6.00 | 7.00 | | | | 13.00 | $36.19 | C: $0.00 | $932.86 | $769.01 | Direct Deposit |
| | | Truck Driver Class 2 | | | | | 5.50 | | | 5.50 | $54.28 | FB: | | | |
| Cesar Reyes Abrego | 0% | Truck Driver Class 2 | | | | 7.00 | | | | 7.00 | $36.19 | C: $0.00 | $501.47 | $253.33 | Direct Deposit |
| | | | | | | | | | | | | FB: | | | |
| Santana Rivas | 0% | Laborer Class 5 | | | 6.00 | 7.00 | | | | 13.00 | $26.24 | C: $17.29 | $897.68 | $877.47 | Direct Deposit |
| | | Laborer Class 5 | | | | | 5.50 | | | 5.50 | $39.36 | FB: | | | |
| Jacob D. Royson | 0% | Truck Driver Class 2 | | | 6.00 | | | | | 6.00 | $36.19 | C: $0.00 | $535.72 | $217.14 | Direct Deposit |
| | | | | | | | | | | | | FB: | | | |

*SEE REVERSE SIDE



LLC-25 REV 10-03 (Page 1)

# WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

☐ Contractor or ☑ Subcontractor (Please check one) **ALL INFORMATION MUST BE COMPLETED**

CONTRACTOR Pennsy Supply, Inc
ADDRESS 1001 Paxton Street
P.O. Box 3331
Harrisburg, PA 17105

SUBCONTRACTOR American Paving Fabrics, Inc.
ADDRESS 6910 Oconner Road
Hanover, MD 21076

LABOR & INDUSTRY
BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGE DIVISION
7TH & FORSTER STREETS
HARRISBURG, PA 17120
1-800-932-0665

PAYROLL NUMBER: 1
WEEK ENDING DATE: 06/28/2020
PROJECT AND LOCATION: Lower Paxton Township
PROJECT SERIAL #
PROJECT #

| EMPLOYEE NAME | APPR. RATE (%) | WORK CLASSIFICATION | DAY AND DATE S 28 | M 22 | T 23 | W 24 | T 25 | F 26 | S 27 | S-TIME 0-TIME | BASE HOURLY RATE | TOTAL FRINGE BENEFITS (C=Cash) (FB=Contributions)* | TOTAL DEDUCTIONS | GROSS PAY FOR PREVAILING RATE JOB(S) | CHECK # |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | HOURS WORKED EACH DAY | | | | | | | | | | | | |
| Jacob D. Royson | 0% | Laborer Class 3 | | | | 7.00 | | | | 7.00 | $25.22 | C: $17.29 FB: | $535.75 | $297.57 | Direct Deposit |
| Anthony L. Smith | 0% | Laborer Class 3 | | | 6.00 | | | | | 6.00 | $25.22 | C: $17.29 FB: | $120.22 | $255.06 | Direct Deposit |
| | 0% | | | | | | | | | | | C: FB: | | | |
| | 0% | | | | | | | | | | | C: FB: | | | |
| | 0% | | | | | | | | | | | C: FB: | | | |

*SEE REVERSE SIDE

PAGE NUMBER 3 OF 4

LLC-25 REV 10-03 (Page 1)

**THE NOTARIZATION MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY. ALL OTHER INFORMATION MUST BE COMPLETED WEEKLY.**

*FRINGE BENEFITS EXPLANATION (FB): Bona fide benefits contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

1) Medical or hospital care _____
2) Pension or retirement _____
3) Life insurance _____
4) Disability _____
5) Vacation, holiday _____
6) Other (please specify) _____

## CERTIFIED STATEMENT OF COMPLIANCE

1. The undersigned, having executed a contract with Pennsy Supply, Inc (AWARDING AGENCY, CONTRACTOR OR SUBCONTRACTOR) _____ for the construction of the above-identified project, acknowledges that:
   (a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.
   (b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.
   (c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.
2. The undersigned certifies that:
   (a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the PA Prevailing Wage Act, Act of August 15, 1961, P.L. 987 as amended, 43 P.S.§ 165-11(e).
   (b) No part of this contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.
3. The undersigned certifies that:
   (a) the legal name and the business address of the contractor or subcontractor are: American Paving Fabrics,Inc. 6910 Oconner Road, Hanover, MD 21076
   (b) The undersigned is: ☐ a single proprietorship ☑ a corporation organized in the state of Maryland ☐ a partnership ☐ other organization (describe) _____
   (c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

| NAME | TITLE | ADDRESS |
|---|---|---|
| Kevin McGrath | President | 6910 Oconner Road, Hanover, MD 21076 |
| Shawn McGrath | Vice-President | 6910 Oconner Road, Hanover, MD 21076 |
| Selina Martin-Ronaghan | Secretary/Treasurer | 6910 Oconner Road, Hanover, MD 21076 |
| | | |

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the PA Prevailing Wage Act of August 15, 1961, P.L. 987, as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

7/2/2020
(DATE)

(SIGNATURE)

President
(TITLE)

Leona Thayer
SEAL

LEONA THAYER
My Commission Expires
NOTARY PUBLIC
02-27-2023
BALTIMORE COUNTY, MD

Taken, sworn and subscribed before me this 2 Day of July A.D., 2020

CHECK DATE 7/03/20

No Work Until Further Notice

# WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

☐ Contractor or ☒ Subcontractor (Please check one) **ALL INFORMATION MUST BE COMPLETED**

CONTRACTOR PENNSY SUPPLY, INC.
ADDRESS 2400 THEA DR
SUITE 3A
HARRISBURG, PA 17110

SUBCONTRACTOR J R K ENTERPRISES INC.
ADDRESS 415 SHELTON AVE
ALEXANDRIA PA 16611

LABOR & INDUSTRY
BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGE DIVISION
7TH & FORSTER STREETS
HARRISBURG PA 17120
1-800-932-0665

PAYROLL NUMBER 3

WEEK ENDING DATE 6/27/20

PROJECT AND LOCATION LOWER PAXTON TWP 2020 DAUPHIN DAUPHIN COUNTY

PROJECT SERIAL # 20-00390 PROJECT # 120212

| EMPLOYEE NAME | APPR. RATE (%) | WORK CLASSIFICATION | DAY AND DATE SUN 21 | MON 22 | TUE 23 | WED 24 | THU 25 | FRI 26 | SAT 27 | S-TIME 0-TIME | BASE HOURLY RATE | TOTAL FRINGE BENEFITS (C=Cash) (FB=Contributions)* | TOTAL DEDUCTIONS | GROSS PAY FOR PREVAILING RATE JOB(S) | CHECK # |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | HOURS WORKED EACH DAY | | | | | | | | | | | | |
| YOCUM, SUSAN D | LABORER | CLASS 1 | | | | 10.50 | 10.00 | 10.50 | | 31.00 | 21.610 | C: | 162.98 | 669.92 | 3813 |
| **G #0581 | | | | | | | | | | | | FB: 17.290 535.99 | | | |
| STALLONE, ANGELA J | LABORER | CLASS 1 | | | | 10.50 | 10.00 | 10.50 | | 31.00 | 21.610 | C: | 163.02 | 669.92 | 3815 |
| **G #0598 | | | | | | | | | | | | FB: 17.290 535.99 | | | |
| BAKER, PAUL E | LABORER | CLASS 1 | | | | 10.50 | | | | 10.50 | 21.610 | C: | 106.25 | 226.91 | 3816 |
| **B #0607 | | | | | | | | | | | | FB: 17.290 181.55 | | | |
| FISHER III, JAMES E | LABORER | CLASS 1 | | | | | | 10.50 | | 10.50 | 21.610 | C: | 125.46 | 226.90 | 3825 |
| **B #0747 | | | | | | | | | | | | FB: 17.290 181.55 | | | |
| FISHER, BRANDON | LABORER | CLASS 1 | | | | 10.50 | 9.00 | | | 19.50 | 21.610 | C: | 94.14 | 421.40 | 3846 |
| **B #0873 | | | | | | | | | | | | FB: 17.290 337.16 | | | |

*SEE REVERSE SIDE

PAGE NUMBER 1 OF 2

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ETHNIC/GENDER CODE:
MALE: B-WHITE, C-BLACK, D-HISPANIC, E-ASIAN OR PACIFIC ISLANDER, F-AMERICAN OR ALASKAN NATIVE
FEMALE: G-WHITE, H-BLACK, I-HISPANIC, J-ASIAN OR PACIFIC ISLANDER, K-AMERICAN OR ALASKAN NATIVE

CHECK DATE 7/03/20

No Work Until Further Notice

# WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

☐ Contractor or ☒ Subcontractor (Please check one)

ALL INFORMATION MUST BE COMPLETED

CONTRACTOR PENNSY SUPPLY, INC.
ADDRESS 2400 THEA DR
SUITE 3A
HARRISBURG, PA 17110

SUBCONTRACTOR J R K ENTERPRISES INC.
ADDRESS 415 SHELTON AVE
ALEXANDRIA PA 16611

LABOR & INDUSTRY
BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGE DIVISION
7TH & FORSTER STREETS
HARRISBURG, PA 17120
1-800-932-0665

PAYROLL NUMBER 3

WEEK ENDING DATE 6/27/20

PROJECT AND LOCATION LOWER PAXTON TWP 2020 DAUPHIN DAUPHIN COUNTY

PROJECT SERIAL # 20-00380 PROJECT # 120212

| EMPLOYEE NAME | APPR. RATE (%) | WORK CLASSIFICATION | DAY AND DATE SUN 21 | MON 22 | TUE 23 | WED 24 | THU 25 | FRI 26 | SAT 27 | S-TIME 0-TIME | BASE HOURLY RATE | TOTAL FRINGE BENEFITS (C=Cash) (FB=Contributions)* | TOTAL DEDUCTIONS | GROSS PAY FOR PREVAILING RATE JOB(S) | CHECK # |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | HOURS WORKED EACH DAY | | | | | | | | | | | | |
| CONRAD, CHASE | LABORER | CLASS 1 | | | | | 9.00 | | | 9.00 | 21.610 | C: | 56.44 | 194.49 | 3856 |
| **B #0893 | | | | | | | | | | | | FB: 17.290<br>155.61 | | | |
| | | | | | | | | | | | | C: | | | |
| | | | | | | | | | | | | FB: | | | |
| | | | | | | | | | | | | C: | | | |
| | | | | | | | | | | | | FB: | | | |
| | | | | | | | | | | | | C: | | | |
| | | | | | | | | | | | | FB: | | | |
| | | | | | | | | | | | | C: | | | |
| | | | | | | | | | | | | FB: | | | |

*SEE REVERSE SIDE

PAGE NUMBER 2 OF 2

LLC-25 REV 10-03 (Page 1)

ETHNIC/GENDER CODE:
MALE: B-WHITE, C-BLACK, D-HISPANIC, E-ASIAN OR PACIFIC ISLANDER, F-AMERICAN OR ALASKAN NATIVE
FEMALE: G-WHITE, H-BLACK, I-HISPANIC, J-ASIAN OR PACIFIC ISLANDER, K-AMERICAN OR ALASKAN NATIVE

THE NOTARIZATION MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY. ALL OTHER INFORMATION MUST BE COMPLETED WEEKLY.

*FRINGE BENEFITS EXPLANATION (FB): Bona fide benefits contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

1) Medical or hospital care _____
2) Pension or retirement _____
3) Life Insurance _____
4) Disability _____
5) Vacation, holiday _____
6) Other (please specify) SUB Plan 5/1/18 $16.79 5/1/19 $17.29

CERTIFIED STATEMENT OF COMPLIANCE

1. The undersigned, having executed a contract with Pennsy Supply, Inc.
(AWARDING AGENCY, CONTRACTOR OR SUBCONTRACTOR)
Lower Paxton TWP Paving 2020 for the construction of the above-identified project, acknowledges that:
   (a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.
   (b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.
   (c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.

2. The undersigned certifies that:
   (a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the PA Prevailing Wage Act, Act of August 15, 1961, P.L. 987 as amended, 43 P.S.§ 165-11(e).
   (b) No part of this contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.

3. The undersigned certifies that:
   (a) the legal name and the business address of the contractor or subcontractor are: JRK Enterprises, Inc. 415 Shelton Ave. Alexandria, PA 16611
   (b) The undersigned is: ☐ a single proprietorship ☑ a corporation organized in the state of PA ☐ a partnership ☐ other organization (describe) _____
   (c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

| Name | Title | Address |
|---|---|---|
| Shannon Snare | President | 415 Shelton Ave.<br>Alexandria, PA 16611 |
| | | |

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the PA Prevailing Wage Act of August 15, 1961, P.L. 987, as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

7-7-20
(DATE)

Shan Snare
(SIGNATURE)

SEAL

President
(TITLE)

Taken, sworn and subscribed before me this _____ Day of _____ A.D., _____

## WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Contractor or ☑ Subcontractor (please check one) **ALL INFORMATION MUST BE COMPLETED**

| | | | |
|---|---|---|---|
| **CONTRACTOR** | PENNSY SUPPLY INC. | **SUBCONTRACTOR** | Trinity Excavating, Inc. |
| **ADDRESS** | 1001 PAXTON ST.<br>BOX 3331<br>HARRISBURG, PA 17105 | **ADDRESS** | 953 TRINITY RD. SUITE 1<br>YORK, PA 17408-9207 |

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGE DIVISION
7TH & FORSTER STREETS
HARRISBURG, PA 17120
1-800-932-0685

| Payroll Number | Week-Ending Date | Project and Location | Project Serial # | Project # |
|---|---|---|---|---|
| 6 | 6/20/2020 | LOWER PAXTON TWP 2020 DAUPHIN CO (20308)<br>LOWER PAXTON TOWNSHIP | 20-00390 | |

| Employee Name and Address | Appr Rate % | Work Classification | Sun 6/14 | Mon 6/15 | Tue 6/16 | Wed 6/17 | Thu 6/18 | Fri 6/19 | Sat 6/20 | ST / OT | Base Hourly Rate | Total Fringe Benefits/HR (C=Cash) (FB=Contributions) | | Total Deductions | Gross Pay For Prevailing Rate Job(s) | Check # |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ANDERSON, DANA L. | | Labor 3 | | | | | | | | ST | | FB | $17.29 | | | 3999 |
| XXX-XX-0123 | | | 0 | 0 | 0 | 0 | 0 | 4.5 | 0 | 4.5 | $ 37.95 | C | $0.00 | $ 445.15 | $ 170.78 | |
| BOSLEY, JONATHAN A | | Labor 3 | 0 | 11 | 10.5 | 11 | 7.5 | 0 | 0 | 40 | $ 25.22 | FB | $17.29 | | | 4000 |
| XXX-XX-3898 | | | 0 | 0 | 0 | 0 | 3.5 | 7 | 0 | 10.5 | $ 37.83 | C | $0.00 | $ 398.22 | $ 1,406.02 | |
| BRANDT, BRADEN C | | Labor 1 (Flag) | 0 | 11 | 11 | 11 | 7 | 0 | 0 | 40 | $ 21.61 | FB | $17.29 | | | 4001 |
| XXX-XX-5294 | | | 0 | 0 | 0 | 0 | 4 | 5 | 0 | 9 | $ 32.32 | C | $0.00 | $ 553.57 | $ 1,155.28 | |
| FRIEDLINE, JOSHUA T | | Labor 3 | 0 | 0 | 11 | 11 | 0 | 0 | 0 | 22 | $ 25.22 | FB | $17.29 | | | 4005 |
| XXX-XX-6807 | | | | | | | | | | OT | | C | $0.00 | $ 243.34 | $ 554.84 | |
| GLASS, JR., ERIC D | | Labor 3 | 0 | 0 | 10.5 | 11 | 0 | 0 | 0 | 21.5 | $ 25.22 | FB | $17.29 | | | 4006 |
| XXX-XX-3644 | | | | | | | | | | OT | | C | $0.00 | $ 426.30 | $ 542.23 | |
| HESS, JIMMY C. | | Truck Driver 3 | | | | | | | | ST | | FB | $0.00 | | | 4008 |
| XXX-XX-2584 | | | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | $ 49.86 | C | $0.00 | $ 336.77 | $ 49.86 | |
| HINSON, JAKOB D | | Eq.Oper. 1a | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 4 | $ 39.81 | FB | $10.00 | | | 4011 |
| XXX-XX-4022 | | | | | | | | | | OT | | C | $15.92 | $ 501.49 | $ 159.24 | |
| HINSON, JAKOB D | | Labor 3 | 0 | 0 | 10.5 | 7 | 0 | 0 | 0 | 17.5 | $ 25.22 | FB | $10.00 | | | 4011 |
| XXX-XX-4022 | | | | | | | | | | OT | | C | $7.29 | $ 501.49 | $ 441.35 | |
| HINSON, JAROD C | | Labor 1 (Flag) | 0 | 11 | 11 | 11 | 0 | 0 | 0 | 33 | $ 21.61 | FB | $10.00 | | | 4012 |
| XXX-XX-4676 | | | | | | | | | | OT | | C | $7.29 | $ 331.45 | $ 713.13 | |
| LETO, DAVID S. | | Eq.Oper. 1 | 0 | 7 | 6 | 7 | 0 | 0 | 0 | 20 | $ 37.56 | FB | $25.24 | | | 4015 |
| XXX-XX-0943 | | | | | | | | | | OT | | C | $0.00 | $ 400.49 | $ 751.20 | |
| LETO, DAVID S. | | Labor 3 | 0 | 4 | 4.5 | 4 | 0 | 0 | 0 | 12.5 | $ 25.22 | FB | $17.29 | | | 4015 |
| XXX-XX-0943 | | | | | | | | | | | | C | $0.00 | $ 400.49 | $ 315.25 | |



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## WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Contractor or ☑ Subcontractor (please check one) **ALL INFORMATION MUST BE COMPLETED**

| | | | |
|---|---|---|---|
| **CONTRACTOR** | PENNSY SUPPLY INC. | **SUBCONTRACTOR** | Trinity Excavating, Inc. |
| **ADDRESS** | 1001 PAXTON ST.<br>BOX 3331<br>HARRISBURG, PA 17105 | **ADDRESS** | 953 TRINITY RD. SUITE 1<br>YORK, PA 17408-9207 |

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGE DIVISION
7TH & FORSTER STREETS
HARRISBURG, PA 17120
1-800-932-0685

| Payroll Number | Week-Ending Date | Project and Location | |
|---|---|---|---|
| 6 | 6/20/2020 | LOWER PAXTON TWP 2020 DAUPHIN CO (20308)<br>LOWER PAXTON TOWNSHIP | |
| | | **Project Serial #** 20-00390 | **Project #** |

| Employee Name and Address | Appr Rate % | Work Classification | Day and Date Sun 6/14 | Mon 6/15 | Tue 6/16 | Wed 6/17 | Thu 6/18 | Fri 6/19 | Sat 6/20 | ST / OT | Base Hourly Rate | Total Fringe Benefits/HR (C=Cash) (FB=Contributions) | | Total Deductions | Gross Pay For Prevailing Rate Job(s) | Check # |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Hours Worked Each Day | | | | | | | | | | | | | |
| MCBRIDE, DANNY J | | Truck Driver 2 | 0 | 5.25 | 3.75 | 5.75 | 0 | 0 | 0 | 14.75 | $ 36.19 | FB | $0.00 | | | 4016 |
| XXX-XX-4358 | | | 0 | 0 | 0 | 0 | 0 | 1.5 | 0 | 1.5 | $ 49.65 | C | $0.00 | $ 515.16 | $ 608.28 | |
| RAMIREZ, DAVID P | | Eq.Oper. 1a | 0 | 10 | 4.5 | 0.5 | 0 | 0 | 0 | 15 | $ 39.81 | FB | $25.92 | | | 4020 |
| XXX-XX-8526 | | | 0 | 0 | 0 | 0 | 1 | 2 | 0 | 3 | $ 55.13 | C | $0.00 | $ 412.37 | $ 762.54 | |
| RAMIREZ, DAVID P | | Labor 3 | 0 | 1 | 6 | 10.5 | 7.5 | 0 | 0 | 25 | $ 25.22 | FB | $17.29 | | | 4020 |
| XXX-XX-8526 | | | 0 | 0 | 0 | 0 | 2.5 | 3 | 0 | 5.5 | $ 40.54 | C | $0.00 | $ 412.37 | $ 853.47 | |
| WALSH, ANDREI R | | Labor 3 | | | | | | | | ST | | FB | $17.29 | | | 4022 |
| XXX-XX-7764 | | | 0 | 0 | 0 | 0 | 0 | 5 | 0 | 5 | $ 37.83 | C | $0.00 | $ 290.80 | $ 189.15 | |
| | | | | | | | | | | ST<br>OT | | | | | | |
| | | | | | | | | | | ST<br>OT | | | | | | |
| | | | | | | | | | | ST<br>OT | | | | | | |
| | | | | | | | | | | ST<br>OT | | | | | | |
| | | | | | | | | | | ST<br>OT | | | | | | |
| | | | | | | | | | | ST<br>OT | | | | | | |
| | | | | | | | | | | | | | | | | |



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**THE NOTARIZATION MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY. ALL OTHER INFORMATION MUST BE COMPLETED WEEKLY.**

*FRINGE BENEFITS EXPLANATION (FB): Bona fide benefits contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

1) Medical or hospital care: **Health Insurance , 1.13 - 5.63**
2) Pension or retirement: **Balance paid to 401(k) ,**
3) Life Insurance: _
4) Disability: _
5) Vacation, holiday: **Vacation $.28 - $1.75; Holiday $.25 - $.60 ,**
6) Other (please specify): **Dental Insurance , .23 - .60**

## CERTIFIED STATEMENT OF COMPLIANCE

1 The undersigned, having executed a contract with **Pennsy Supply, Inc.** for the construction of the above-identified project, acknowledges that:

a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.
b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.
c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.

2 The undersigned certifies that:

a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the PA Prevailing Wage Act, Act of August 15, 1961, P.L. 987 as amended 43 P.S. § 165-11(e).
b) No part of this contract has been or will be subcontracted to any subcontractor is such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.

3 The undersigned certifies that:

a) The legal name and the business address of the contractor or subcontractor are: **Trinity Excavating, Inc. 953 TRINITY RD. SUITE 1 YORK, PA 17408-9207**
b) The undersigned is:
   - ☐ a single proprietorship
   - ☒ a corporation organized in the state of **Pennsylvania**
   - ☐ a partnership
   - ☐ other organization (describe)
c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

| Name | Title | Address |
|---|---|---|
| Christopher P Hinson | President | 6322 York Rd, Spring Grove PA 17362 |
| Anthony C. Hinson, Jr. | Senior Vice President | 2178 Keeney Rd, Spring Grove, PA 17362 |
| Jennifer R Hinson | Vice President of Human Resour | 6322 York Rd, Spring Grove, PA 17362 |
| Victoria L Hinson | VP of Finance/Treasurer | 2178 Keeney Rd, Spring Grove, PA 17362 |

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the PA Prevailing Wage Act of August 15, 1961, P.L. 987, as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

6/26/2020
(DATE)

(Signature) **Anthony C Hinson, Jr.**

**Senior Vice President**
(Title)

SEAL

Taken, sworn and subscribed before me this _____ day of _____ A.D. 2020

**WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS**

Contractor or ☑ Subcontractor (please check one) **ALL INFORMATION MUST BE COMPLETED**

| | | | |
|---|---|---|---|
| **CONTRACTOR** | PENNSY SUPPLY INC. | **SUBCONTRACTOR** | Trinity Excavating, Inc. |
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BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGE DIVISION
7TH & FORSTER STREETS
HARRISBURG, PA 17120
1-800-932-0685

| Payroll Number | Week-Ending Date | Project and Location | |
|---|---|---|---|
| 7 | 6/27/2020 | LOWER PAXTON TWP 2020 DAUPHIN CO (20308)<br>LOWER PAXTON TOWNSHIP | |
| | | **Project Serial #** | 20-00390 **Project #** |

| Employee Name and Address | Appr Rate % | Work Classification | Day and Date Hours Worked Each Day: Sun 6/21 | Mon 6/22 | Tue 6/23 | Wed 6/24 | Thu 6/25 | Fri 6/26 | Sat 6/27 | ST / OT | Base Hourly Rate | Total Fringe Benefits (C=Cash) (FB=Contributions) | | Total Deductions | Gross Pay For Prevailing Rate Job(s) | Check # |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| No Work Performed | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | S-Time<br>O-Time | | C:<br>FB: | | | | |



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**THE NOTARIZATION MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY. ALL OTHER INFORMATION MUST BE COMPLETED WEEKLY.**

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Please specify the type of benefits provided and contributions per hour:

1) Medical or hospital care: **Health Insurance , 1.13 - 5.63**
2) Pension or retirement: **Balance paid to 401(k) ,**
3) Life Insurance: _
4) Disability: _
5) Vacation, holiday: **Vacation $.28 - $1.75; Holiday $.25 - $.60 ,**
6) Other (please specify): **Dental Insurance , .23 - .60**

## CERTIFIED STATEMENT OF COMPLIANCE

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b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.
c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.

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a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the PA Prevailing Wage Act, Act of August 15, 1961, P.L. 987 as amended 43 P.S. § 165-11(e).
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a) The legal name and the business address of the contractor or subcontractor are: **Trinity Excavating, Inc. 953 TRINITY RD. SUITE 1 YORK, PA 17408-9207**
b) The undersigned is:
   - ☐ a single proprietorship
   - ☒ a corporation organized in the state of **Pennsylvania**
   - ☐ a partnership
   - ☐ other organization (describe)
c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

| Name | Title | Address |
|---|---|---|
| Christopher P Hinson | President | 6322 York Rd, Spring Grove PA 17362 |
| Anthony C. Hinson, Jr. | Senior Vice President | 2178 Keeney Rd, Spring Grove, PA 17362 |
| Jennifer R Hinson | Vice President of Human Resour | 6322 York Rd, Spring Grove, PA 17362 |
| Victoria L Hinson | VP of Finance/Treasurer | 2178 Keeney Rd, Spring Grove, PA 17362 |

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the PA Prevailing Wage Act of August 15, 1961, P.L. 987, as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

7/3/2020
(DATE)

(Signature) **Anthony C Hinson, Jr.**

**Senior Vice President**
(Title)

SEAL

Taken, sworn and subscribed before me this _____ day of _____ A.D. 2020

Date 7/15/2020

I, Bethany A. Wileman (Name of Signatory Party) Contract Administrator (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Pennsy Supply (Contractor or Subcontractor) on the

Job: 120212. LOWER PAXTON TOWNSHIP 2020 (Building or Work); that during the payroll period commencing on the

5 day of July, 2020, and ending the 11 day of July, 2020

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Pennsy Supply (Contractor or Subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U. S. C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

#8

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

REMARKS:

| NAME AND TITLE | SIGNATURE |
|---|---|
| Bethany A. Wileman<br>Contract Administrator | Bethany A Wileman |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

# Certified Payroll Transcript

**Period 7/5/2020 - 7/11/2020 Job: 120212. LOWER PAXTON TOWNSHIP 2020**

| Employee | Work Classification | | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Total | Rate | Project Amounts | ****** Weekly Totals ****** (Week Ending 7/11/20) Total Gross | Deductions | Net Pay |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | ----------Hours---------- | | | | | | | | | | | | |
| **53753 Blain, Joshua R** | Laborers Class 3 | Regular | 0.00 | 0.00 | 4.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4.00 | 25.22 | 100.88 | PA State Inc Ta | 31.75 | |
| *XXX-XX-0619 M/EX: S/7* | Operators Class 1 | Regular | 0.00 | 0.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5.00 | 37.56 | 187.80 | Fica - SS | 64.46 | |
| | | | | | | | | | Other Taxable | | | **0.00** | Fica - Medicare | 15.07 | |
| | | | | | | | | | Other Non Taxable | | | **0.00** | Federal Income | 28.00 | |
| *Race/Sex W/M EEO:* | | | | | | | | | Project Total | | | **388.55** | Medicare - Surc | | |
| *OSHA 10 HR Card ID:* | | | | | | | | | | | | | | | |
| *Check # 8000008206* | Laborers Class 3 | Fringe Paid Direc | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6.68 | 26.72 | PA SUTA | 0.69 | |
| | Operators Class 1 | Fringe Paid Direc | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 14.63 | 73.15 | Suppl Life EE A | 0.44 | |
| | | | | | | | | | | | | | Dep Child(ren) I | 0.60 | |
| | | | | | | | | | | | | | LTD Premium C | 5.34 | |
| | | | | | | | | | | | | | 380104 Annville | 17.07 | |
| | | | | | | | | | | | | | Other | 236.52 | |
| | | | | | | | | | | | | | **1,160.59** | **399.94** | **760.65** |
| **51077 Cavanaugh, David William** | Labor Foreman | Regular | 0.00 | 0.00 | 10.00 | 0.00 | 0.00 | 0.00 | 0.00 | 10.00 | 37.56 | 375.60 | PA State Inc Ta | 78.15 | |
| *XXX-XX-4263 M/EX: S/0* | | | | | | | | | Other Taxable | | | **0.00** | Fica - SS | 158.31 | |
| | | | | | | | | | Other Non Taxable | | | **0.00** | Fica - Medicare | 37.03 | |
| *Race/Sex W/M EEO:* | | | | | | | | | Project Total | | | **552.50** | Federal Income | 427.00 | |
| *OSHA 10 HR Card ID:* | Labor Foreman | Fringe Paid Direc | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 17.69 | 176.90 | Medicare - Surc | | |
| *Check # 1071720* | | | | | | | | | | | | | PA SUTA | 1.56 | |
| | | | | | | | | | | | | | Suppl Life EE A | 2.89 | |
| | | | | | | | | | | | | | Uniforms WH | 0.30 | |
| | | | | | | | | | | | | | LTD Premium C | 6.86 | |
| | | | | | | | | | | | | | Excess Life Ins | 1.05 | |
| | | | | | | | | | | | | | 380104 Annville | 25.46 | |
| | | | | | | | | | | | | | Other | 318.02 | |
| | | | | | | | | | | | | | **2,609.29** | **1,056.63** | **1,552.66** |

# Certified Payroll Transcript

**Period 7/5/2020 - 7/11/2020 Job: 120212. LOWER PAXTON TOWNSHIP2020**

| Employee | Work Classification | | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Total | Rate | Project Amounts | ****** Weekly Totals ****** (Week Ending 7/11/20) Total Gross | Deductions | Net Pay |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | ----------Hours---------- | | | | | | | | | | | | |
| **53462 Feeser, Joshua M** | Labor Foreman | Regular | 0.00 | 0.00 | 10.00 | 0.00 | 0.00 | 0.00 | 0.00 | 10.00 | 37.56 | 375.60 | PA State Inc Ta | 65.16 | |
| *XXX-XX-5879 M/EX: S/1* | | | | | | | | | Other Taxable | | | **0.00** | Fica - SS | 131.95 | |
| | | | | | | | | | Other Non Taxable | | | **0.00** | Fica - Medicare | 30.86 | |
| | | | | | | | | | Project Total | | | **589.70** | Federal Income | 307.00 | |
| *Race/Sex W/M EEO:* *OSHA 10 HR Card ID:* | Labor Foreman | Fringe Paid Direc | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 21.41 | 214.10 | Medicare - Surc | | |
| *Check # 1071720* | | | | | | | | | | | | | PA SUTA | 1.27 | |
| | | | | | | | | | | | | | Suppl Life EE A | 2.31 | |
| | | | | | | | | | | | | | Uniforms WH | 2.12 | |
| | | | | | | | | | | | | | LTD Premium C | 5.85 | |
| | | | | | | | | | | | | | 380104 Annville | 42.45 | |
| | | | | | | | | | | | | | Other | 212.24 | |
| | | | | | | | | | | | | | **2,128.29** | **801.21** | **1,327.08** |
| **51444 Gates, James L** | Operators Class 1 | Regular | 0.00 | 0.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5.00 | 37.56 | 187.80 | PA State Inc Ta | 70.19 | |
| *XXX-XX-3081 M/EX: S/0* | | | | | | | | | Other Taxable | | | **0.00** | Fica - SS | 142.29 | |
| | | | | | | | | | Other Non Taxable | | | **0.00** | Fica - Medicare | 33.28 | |
| | | | | | | | | | Project Total | | | **253.20** | Federal Income | 389.00 | |
| *Race/Sex W/M EEO:* *OSHA 10 HR Card ID:* | Operators Class 1 | Fringe Paid Direc | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 13.08 | 65.40 | Medicare - Surc | | |
| *Check # 1071720* | | | | | | | | | | | | | PA SUTA | 1.44 | |
| | | | | | | | | | | | | | Suppl Life EE A | 2.10 | |
| | | | | | | | | | | | | | Spousal Life Afl | 1.66 | |
| | | | | | | | | | | | | | LTD Premium C | 6.61 | |
| | | | | | | | | | | | | | Excess Life Ins | 2.15 | |
| | | | | | | | | | | | | | 380104 Annville | 40.01 | |
| | | | | | | | | | | | | | Other | 234.41 | |
| | | | | | | | | | | | | | **2,409.42** | **923.14** | **1,486.28** |

# Certified Payroll Transcript

**Period 7/5/2020 - 7/11/2020 Job: 120212. LOWER PAXTON TOWNSHIP2020**

| Employee | Work Classification | | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Total | Rate | Project Amounts | ****** Weekly Totals ****** (Week Ending 7/11/20) Total Gross | Deductions | Net Pay |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | ----------Hours---------- | | | | | | | | | | | | |
| **50415 Messimer, Paul H** | Operators Class 1 | Regular | 0.00 | 0.00 | 9.00 | 0.00 | 0.00 | 0.00 | 0.00 | 9.00 | 37.56 | 338.04 | PA State Inc Ta | 36.09 | |
| *XXX-XX-3130 M/EX: S/0* | | | | | | | | | Other Taxable | | | **0.00** | Fica - SS | 73.25 | |
| | | | | | | | | | Other Non Taxable | | | **0.00** | Fica - Medicare | 17.13 | |
| | | | | | | | | | Project Total | | | **497.25** | Federal Income | 129.00 | |
| *Race/Sex W/M EEO:* *OSHA 10 HR Card ID:* | Operators Class 1 | Fringe Paid Direc | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 17.69 | 159.21 | Medicare - Surc | | |
| *Check # 1071720* | | | | | | | | | | | | | PA SUTA | 0.73 | |
| | | | | | | | | | | | | | LTD Premium C | 6.10 | |
| | | | | | | | | | | | | | 380104 Annville | 11.75 | |
| | | | | | | | | | | | | | Other | 193.14 | |
| | | | | | | | | | | | | | **1,228.09** | **467.19** | **760.90** |
| **58673 Miller, Dalton H** | Laborers Class 3 | Regular | 0.00 | 0.00 | 9.00 | 0.00 | 0.00 | 0.00 | 0.00 | 9.00 | 25.22 | 226.98 | PA State Inc Ta | 33.11 | |
| *XXX-XX-5522 M/EX: S/0* | | | | | | | | | Other Taxable | | | **0.00** | Fica - SS | 67.17 | |
| | | | | | | | | | Other Non Taxable | | | **0.00** | Fica - Medicare | 15.71 | |
| | | | | | | | | | Project Total | | | **314.64** | Federal Income | 140.00 | |
| *Race/Sex W/M EEO:* *OSHA 10 HR Card ID:* | Laborers Class 3 | Fringe Paid Direc | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 9.74 | 87.66 | Medicare - Surc | | |
| *Check # 1071720* | | | | | | | | | | | | | PA SUTA | 0.69 | |
| | | | | | | | | | | | | | LTD Premium C | 4.83 | |
| | | | | | | | | | | | | | 380104 Annville | 21.57 | |
| | | | | | | | | | | | | | Other | 69.85 | |
| | | | | | | | | | | | | | **1,153.19** | **352.93** | **800.26** |
| **50343 Simpson, Timothy** | Laborers Class 3 | Regular | 0.00 | 0.00 | 9.00 | 0.00 | 0.00 | 0.00 | 0.00 | 9.00 | 25.22 | 226.98 | PA State Inc Ta | 28.70 | |
| *XXX-XX-5096 M/EX: M/0* | | | | | | | | | Other Taxable | | | **0.00** | Fica - SS | 58.28 | |
| | | | | | | | | | Other Non Taxable | | | **0.00** | Fica - Medicare | 13.63 | |
| | | | | | | | | | Project Total | | | **273.15** | Federal Income | 72.00 | |
| *Race/Sex W/M EEO:* *OSHA 10 HR Card ID:* | Laborers Class 3 | Fringe Paid Direc | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5.13 | 46.17 | Medicare - Surc | | |
| *Check # 1071720* | | | | | | | | | | | | | PA SUTA | 0.65 | |
| | | | | | | | | | | | | | Suppl Life EE A | 26.20 | |
| | | | | | | | | | | | | | LTD Premium C | 5.34 | |
| | | | | | | | | | | | | | 380104 Annville | 14.96 | |
| | | | | | | | | | | | | | Other | 191.09 | |
| | | | | | | | | | | | | | **1,083.05** | **410.85** | **672.20** |

# Certified Payroll Transcript

**Period 7/5/2020 - 7/11/2020 Job: 120212. LOWER PAXTON TOWNSHIP2020**

| Employee | Work Classification | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Total | Project Rate Amounts |
|---|---|---|---|---|---|---|---|---|---|---|
| | | ----------Hours---------- | | | | | | | | |
| ***Job Totals*** | ***Hours*** | ***Sun*** | ***Mon*** | ***Tue*** | ***Wed*** | ***Thu*** | ***Fri*** | ***Sat*** | ***Total*** | ***Project Amounts*** |
| | Regular | 0.00 | 0.00 | 61.00 | 0.00 | 0.00 | 0.00 | 0.00 | 61.00 | 2,019.68 |
| | | | | | | | | | Other Non Taxable | **0.00** |
| | | | | | | | | | Other Taxable | **0.00** |
| | | | | | | | | | Project Total | **2,868.99** |
| | Fringe Paid Direct I | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 849.31 |

****** Weekly Totals ******
(Week Ending 7/11/20)

| Total Gross | Deductions | Net Pay |
|---|---|---|
| ***Total Gross*** | ***Deductions*** | ***Net Pay*** |
| | PA State Inc Tax W | 843.15 |
| | Fica - SS | 695.71 |
| | Fica - Medicare | 162.71 |
| | Federal Income Ta | 1,492.00 |
| | Medicare - Surcharg | |
| | PA SUTA | 7.03 |
| | Suppl Life EE After T | 33.94 |
| | Dep Child(ren) Life A | 0.60 |
| | Spousal Life After Ta | 1.66 |
| | Uniforms WH | 2.42 |
| | LTD Premium Offset | 40.93 |
| | Excess Life Ins Prem | 3.20 |
| | 380104 Annville EIT | 173.27 |
| | Other | 1,455.27 |
| **11,771.92** | **4,411.89** | **7,360.03** |

# WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECT

Contractor or [X] Subcontractor (Please check one)

| | |
|---|---|
| **Contractor** Pennsy Supply, Inc.<br>**Address** 2400 Thea Drive, Suite 3A<br>Harrisburg, PA 17110 | **Subcontractor** Berks Traffic, Inc.<br>**Address** PO Box 131<br>Robesonia, PA 19551 |

| Payroll Number | Week Ending Date | Project & Location |
|---|---|---|
| 5-FINAL | 7/4/2020 | Lower Paxton Township 2020<br>**Project Serial #** 20-00390 **Subcontract #** 120212 |

| Employee Name/ID # | No. of Withholding Exemptions | Work Classification | ST or OT | DAY & DATE S 28 | M 29 | T 30 | W 1 | TH 2 | F 3 | SA 4 | Total Hours | Base Hourly Rate | Total Fringe Benefits (C=Cash) (FB=Contr) | Gross Earned This Project | Gross Earned All Projects | Fed Tax | Social Security | Medicare | State Tax | Local Tax | Other | Total Deductions | Net Wages Paid for week | Check # |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | HOURS WORKED EACH DAY | | | | | | | | | | | | | | | | | | | | |
| KOCHEL, C<br>XXX-XX-9855 | 1 | LABORER-C3 | S | | | | 0.7 | | | | 0.7 | $25.22 | C: $16.25 | $29.03 | $954.59 | $110.00 | $59.19 | $13.84 | $29.88 | $9.55 | $0.00 | $222.46 | $732.13 | 5944 |
| | | | O | | | | | | | | | | FB: $1.04 | | | | | | | | | | | |
| WEISER, P<br>XXX-XX-8261 | 0 | LABORER-C3 | S | | | | 0.7 | | | | 0.7 | $25.22 | C: $17.29 | $29.76 | $982.53 | $119.00 | $60.92 | $14.25 | $30.75 | $9.83 | $0.00 | $234.75 | $747.78 | 5947 |
| | | | O | | | | | | | | | | FB: $0.00 | | | | | | | | | | | |

THIS SIDE MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY.

* FRINGE BENEFITS EXPLANATION (FB) : Bona fide benefits contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

| | | Auman, D | Kochel, C | Pennington, W | Schriver, J | Weiser, P |
|---|---|---|---|---|---|---|
| 1) | Medical or hospital care | $5.49 | $.47 | n/a | n/a | n/a |
| 2) | Pension or retirement | $1.13 | n/a | n/a | n/a | n/a |
| 3) | Life Insurance | n/a | n/a | n/a | n/a | n/a |
| 4) | Disability | n/a | n/a | n/a | n/a | n/a |
| 5) | Vacation, holidays | $.55 | $.55 | $.52 | n/a | n/a |

## CERTIFIED STATEMENT OF COMPLIANCE

1. The undersigned, having executive a contract with **Pennsy Supply, Inc.**
(AWARDING AGENCY, CONTRACTOR OR SUBCONTRACTOR)

for the construction of the above-identified project, acknowledges that:

a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.

b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.

c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.

1. The undersigned certifies that:

a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the Pennsylvania Prevailing Wage Act, Act of August 15, 1961, P.L. 987 as amended, 43 P.S. § 165-11(e).

b) No part of this contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.

2. The undersigned certifies that:

a) The legal name and the business address of the contractor or subcontractor are:

**BERKS TRAFFIC, INC. • PO BOX 131 • ROBESONIA, PA 19551**

b) The undersigned is: ☐ a single proprietorship ☒ a corporation organized in the state of **PA**
☐ a partnership ☐ other organization (describe)_____

c) The name, title, and address of the owner, partners or officers of the contractor/subcontractor are:

| NAME | TITLE | ADDRESS |
|---|---|---|
| Susan A. Wenrich | President | 120 Old Church Road<br>Robesonia, PA 19551 |

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the Pennsylvania Prevailing Wage Act of August 15, 1961 (P.L. 987), as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

7.6.20
(DATE)

Susa A. Wenrich
(SIGNATURE)

President
(TITLE)

**Taken, sworn and subscribed before me this**
**6th day of** July, **2020**.

Julie A. Schriver
(SIGNATURE)

Commonwealth Of Pennsylvania - Notary Seal
**Julie A. Schriver, Notary Public**
Berks County
My Commission Expires May 21, 2023
Commission Number 1352096

Date 7/27/2020

I, Bethany A. Wileman (Name of Signatory Party) Contract Administrator (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Pennsy Supply (Contractor or Subcontractor) on the

Job: 120212. LOWER PAXTON TOWNSHIP2020 (Building or Work); that during the payroll period commencing on the

12 day of July, 2020, and ending the 18 day of July, 2020

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Pennsy Supply (Contractor or Subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U. S. C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

P In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

P - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

#9

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

REMARKS:

| NAME AND TITLE | SIGNATURE |
|---|---|
| Bethany A. Wileman<br>Contract Administrator | Bethany A Wileman |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

# Certified Payroll Transcript

**Period 7/12/2020 - 7/18/2020 Job: 120212. LOWER PAXTON TOWNSHIP2020**

| Employee | Work Classification | | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Total | Rate | Project Amounts | ****** Weekly Totals ****** (Week Ending 7/18/20) Total Gross | Deductions | Net Pay |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | ----------Hours---------- | | | | | | | | | | | | |
| **51078 Cooper, Dale E.** | Job Foreman | Regular | 0.00 | 12.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 12.50 | 38.56 | 482.00 | PA State Inc Ta | 117.27 | |
| *XXX-XX-1630 M/EX: S/0* | | | | | | | | | Other Taxable | | | **0.00** | Fica - SS | 237.65 | |
| | | | | | | | | | Other Non Taxable | | | **0.00** | Fica - Medicare | 55.58 | |
| *Race/Sex B/M EEO:* | | | | | | | | | Project Total | | | **645.50** | Federal Income | 635.00 | |
| *OSHA 10 HR Card ID:* | Job Foreman | Fringe Paid Direc | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 13.08 | 163.50 | Medicare - Surc | | |
| *Check # 107242010724201072420* | | | | | | | | | | | | | PA SUTA | 2.38 | |
| | | | | | | | | | | | | | Suppl Life EE A | 3.29 | |
| | | | | | | | | | | | | | Dep Child(ren) I | 0.65 | |
| | | | | | | | | | | | | | Spousal Life Afl | 5.74 | |
| | | | | | | | | | | | | | Uniforms WH | 2.56 | |
| | | | | | | | | | | | | | LTD Premium C | 7.12 | |
| | | | | | | | | | | | | | Excess Life Ins | 5.94 | |
| | | | | | | | | | | | | | 380104 Annville | 137.51 | |
| | | | | | | | | | | | | | Other | 544.51 | |
| | | | | | | | | | | | | | **3,980.77** | **1,755.20** | **2,225.57** |
| **50392 Crone, Quentin B** | Mechanic | Regular | 0.00 | 2.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2.00 | 34.47 | 68.94 | PA State Inc Ta | 36.79 | |
| *XXX-XX-3914 M/EX: S/0* | | | | | | | | | Other Taxable | | | **0.00** | Fica - SS | 74.71 | |
| | | | | | | | | | Other Non Taxable | | | **0.00** | Fica - Medicare | 17.47 | |
| *Race/Sex W/M EEO:* | | | | | | | | | Project Total | | | **90.30** | Federal Income | 151.00 | |
| *OSHA 10 HR Card ID:* | Mechanic | Fringe Paid Direc | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 10.68 | 21.36 | Medicare - Surc | | |
| *Check # 1072420* | | | | | | | | | | | | | PA SUTA | 0.83 | |
| | | | | | | | | | | | | | Suppl Life EE A | 8.37 | |
| | | | | | | | | | | | | | Dep Child(ren) I | 0.54 | |
| | | | | | | | | | | | | | Spousal Life Afl | 4.91 | |
| | | | | | | | | | | | | | 401(k) Loan 1 - | 41.43 | |
| | | | | | | | | | | | | | Uniforms WH | 10.94 | |
| | | | | | | | | | | | | | LTD Premium C | 6.35 | |
| | | | | | | | | | | | | | Excess Life Ins | 0.20 | |
| | | | | | | | | | | | | | 220401 Harrisb | 14.98 | |
| | | | | | | | | | | | | | Other | 256.65 | |
| | | | | | | | | | | | | | **1,389.57** | **625.17** | **764.40** |

# Certified Payroll Transcript

**Period 7/12/2020 - 7/18/2020 Job: 120212. LOWER PAXTON TOWNSHIP2020**

****** Weekly Totals ******
(Week Ending 7/18/20)

| Employee | Work Classification | | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Total | Rate | Project Amounts | Total Gross | Deductions | Net Pay |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | ----------Hours---------- | | | | | | | | | | | | |
| **51886 Guzmich, Steven E** | Mechanic | Regular | 0.00 | 2.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2.00 | 34.47 | 68.94 | PA State Inc Ta | 48.09 | |
| *XXX-XX-8457 M/EX: S/0* | | | | | | | | | Other Taxable | | | **0.00** | Fica - SS | 97.46 | |
| | | | | | | | | | Other Non Taxable | | | **0.00** | Fica - Medicare | 22.79 | |
| *Race/Sex W/M EEO:* | | | | | | | | | Project Total | | | **90.30** | Federal Income | 252.00 | |
| *OSHA 10 HR Card ID:* | Mechanic | Fringe Paid Direc | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 10.68 | 21.36 | Medicare - Surc | | |
| *Check # 1072420* | | | | | | | | | | | | | PA SUTA | 1.04 | |
| | | | | | | | | | | | | | Suppl Life EE A | 7.56 | |
| | | | | | | | | | | | | | Dep Child(ren) I | 0.54 | |
| | | | | | | | | | | | | | Spousal Life Afl | 0.63 | |
| | | | | | | | | | | | | | 401(k) Loan 1 - | 41.20 | |
| | | | | | | | | | | | | | Uniforms WH | 8.19 | |
| | | | | | | | | | | | | | LTD Premium C | 5.59 | |
| | | | | | | | | | | | | | 220401 Harrisb | 26.63 | |
| | | | | | | | | | | | | | Other | 245.23 | |
| | | | | | | | | | | | | | **1,744.72** | **756.95** | **987.77** |
| **53812 Hurst, Kody M** | Laborers Class 3 | Regular | 0.00 | 4.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4.00 | 25.22 | 100.88 | PA State Inc Ta | 48.33 | |
| *XXX-XX-1860 M/EX: S/0* | Operators Class 1 | Regular | 0.00 | 8.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 8.00 | 37.56 | 300.48 | Fica - SS | 97.86 | |
| | | | | | | | | | Other Taxable | | | **0.00** | Fica - Medicare | 22.89 | |
| | | | | | | | | | Other Non Taxable | | | **0.00** | Federal Income | 235.00 | |
| *Race/Sex W/M EEO:* | | | | | | | | | Project Total | | | **581.84** | Medicare - Surc | | |
| *OSHA 10 HR Card ID:* | | | | | | | | | | | | | | | |
| *Check # 1072420* | Laborers Class 3 | Fringe Paid Direc | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 9.74 | 38.96 | PA SUTA | 0.99 | |
| | Operators Class 1 | Fringe Paid Direc | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 17.69 | 141.52 | LTD Premium C | 4.32 | |
| | | | | | | | | | | | | | 380104 Annville | 27.55 | |
| | | | | | | | | | | | | | Other | 135.61 | |
| | | | | | | | | | | | | | **1,648.32** | **572.55** | **1,075.77** |

# Certified Payroll Transcript

**Period 7/12/2020 - 7/18/2020 Job: 120212. LOWER PAXTON TOWNSHIP2020**

| Employee | Work Classification | | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Total | Rate | Project Amounts | Total Gross | Deductions | Net Pay |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | ----------Hours---------- | | | | | | | | | | ****** Weekly Totals ****** (Week Ending 7/18/20) | | |
| **53413 Hurst, Norman E** | Operators Class 1 | Regular | 0.00 | 12.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 12.50 | 37.56 | 469.50 | PA State Inc Ta | 119.46 | |
| *XXX-XX-7823 M/EX: S/0* | | | | | | | | | Other Taxable | | | **0.00** | Fica - SS | 241.65 | |
| | | | | | | | | | Other Non Taxable | | | **0.00** | Fica - Medicare | 56.52 | |
| | | | | | | | | | Project Total | | | **633.00** | Federal Income | 805.00 | |
| *Race/Sex W/M EEO:* *OSHA 10 HR Card ID:* | Operators Class 1 | Fringe Paid Direc | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 13.08 | 163.50 | Medicare - Surc | | |
| *Check # 1072420* | | | | | | | | | | | | | PA SUTA | 2.41 | |
| | | | | | | | | | | | | | LTD Premium C | 6.10 | |
| | | | | | | | | | | | | | 380104 Annville | 68.10 | |
| | | | | | | | | | | | | | Other | 287.61 | |
| | | | | | | | | | | | | | **4,024.42** | **1,586.85** | **2,437.57** |
| **58673 Miller, Dalton H** | Laborers Class 3 | Regular | 0.00 | 12.75 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 12.75 | 25.22 | 321.56 | PA State Inc Ta | 48.83 | |
| *XXX-XX-5522 M/EX: S/0* | | | | | | | | | Other Taxable | | | **0.00** | Fica - SS | 98.91 | |
| | | | | | | | | | Other Non Taxable | | | **0.00** | Fica - Medicare | 23.13 | |
| | | | | | | | | | Project Total | | | **445.75** | Federal Income | 253.00 | |
| *Race/Sex W/M EEO:* *OSHA 10 HR Card ID:* | Laborers Class 3 | Fringe Paid Direc | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 9.74 | 124.19 | Medicare - Surc | | |
| *Check # 1072420* | | | | | | | | | | | | | PA SUTA | 0.99 | |
| | | | | | | | | | | | | | LTD Premium C | 4.83 | |
| | | | | | | | | | | | | | 380104 Annville | 31.81 | |
| | | | | | | | | | | | | | Other | 69.85 | |
| | | | | | | | | | | | | | **1,665.22** | **531.35** | **1,133.87** |
| **50347 Nolan, Kory** | Labor Foreman | Regular | 0.00 | 13.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 13.00 | 37.56 | 488.28 | PA State Inc Ta | 124.79 | |
| *XXX-XX-9336 M/EX: M/0* | | | | | | | | | Other Taxable | | | **0.00** | Fica - SS | 252.63 | |
| | | | | | | | | | Other Non Taxable | | | **0.00** | Fica - Medicare | 59.08 | |
| | | | | | | | | | Project Total | | | **766.62** | Federal Income | 557.00 | |
| *Race/Sex W/M EEO:* *OSHA 10 HR Card ID:* | Labor Foreman | Fringe Paid Direc | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 21.41 | 278.34 | Medicare - Surc | | |
| *Check # 1072420* | | | | | | | | | | | | | PA SUTA | 2.44 | |
| | | | | | | | | | | | | | LTD Premium C | 6.86 | |
| | | | | | | | | | | | | | Excess Life Ins | 3.01 | |
| | | | | | | | | | | | | | 380104 Annville | 40.65 | |
| | | | | | | | | | | | | | Other | 569.07 | |
| | | | | | | | | | | | | | **4,074.67** | **1,615.53** | **2,459.14** |

# Certified Payroll Transcript

**Period 7/12/2020 - 7/18/2020 Job: 120212. LOWER PAXTON TOWNSHIP2020**

| Employee | Work Classification | | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Total | Rate | Project Amounts | ****** Weekly Totals ****** (Week Ending 7/18/20) Total Gross | Deductions | Net Pay |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | ----------Hours---------- | | | | | | | | | | | | |
| **50338 Ritchey, Richard A** | Laborers Class 3 | Regular | 0.00 | 11.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 11.50 | 25.22 | 290.03 | PA State Inc Ta | 109.49 | |
| *XXX-XX-9743 M/EX: S/0* | Operators Class 1 | Regular | 0.00 | 0.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.50 | 37.56 | 18.78 | Fica - SS | 221.49 | |
| | | | | | | | | | Other Taxable | | | **0.00** | Fica - Medicare | 51.80 | |
| | | | | | | | | | Other Non Taxable | | | **0.00** | Federal Income | 656.00 | |
| *Race/Sex W/M EEO:* *OSHA 10 HR Card ID:* | | | | | | | | | Project Total | | | **374.35** | Medicare - Surc | | |
| *Check # 1072420* | Laborers Class 3 | Fringe Paid Direc | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5.13 | 59.00 | PA SUTA | 2.22 | |
| | Operators Class 1 | Fringe Paid Direc | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 13.08 | 6.54 | Suppl Life EE A | 21.53 | |
| | | | | | | | | | | | | | LTD Premium C | 6.10 | |
| | | | | | | | | | | | | | 380104 Annville | 35.66 | |
| | | | | | | | | | | | | | Other | 496.20 | |
| | | | | | | | | | | | | | **3,699.30** | **1,600.49** | **2,098.81** |
| **53529 Sheppard, Kyereek T** | Laborers Class 3 | Regular | 0.00 | 12.75 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 12.75 | 25.22 | 321.56 | PA State Inc Ta | 29.40 | |
| *XXX-XX-0643 M/EX: S/1* | | | | | | | | | Other Taxable | | | **0.00** | Fica - SS | 59.66 | |
| | | | | | | | | | Other Non Taxable | | | **0.00** | Fica - Medicare | 13.95 | |
| | | | | | | | | | Project Total | | | **445.75** | Federal Income | 80.00 | |
| *Race/Sex B/M EEO:* *OSHA 10 HR Card ID:* | Laborers Class 3 | Fringe Paid Direc | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 9.74 | 124.19 | Medicare - Surc | | |
| *Check # 1072420* | | | | | | | | | | | | | PA SUTA | 0.65 | |
| | | | | | | | | | | | | | Garnishment Su | 149.54 | |
| | | | | | | | | | | | | | Suppl Life EE A | 5.74 | |
| | | | | | | | | | | | | | Dep Child(ren) I | 0.63 | |
| | | | | | | | | | | | | | LTD Premium C | 4.58 | |
| | | | | | | | | | | | | | 380104 Annville | 19.15 | |
| | | | | | | | | | | | | | Med/Dental EE | 42.19 | |
| | | | | | | | | | | | | | HSA Medical | 78.13 | |
| | | | | | | | | | | | | | Other | 107.80 | |
| | | | | | | | | | | | | | **1,082.58** | **591.42** | **491.16** |

# Certified Payroll Transcript

**Period 7/12/2020 - 7/18/2020 Job: 120212. LOWER PAXTON TOWNSHIP2020**

****** Weekly Totals ******
(Week Ending 7/18/20)

| Employee | Work Classification | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Total | Project Rate Amounts | Total Gross | Deductions | Net Pay |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | ----------Hours---------- | | | | | | | | | | | |

****** *Weekly Totals* ******
(Week Ending 7/18/20)

| *Job Totals* | *Hours* | *Sun* | *Mon* | *Tue* | *Wed* | *Thu* | *Fri* | *Sat* | *Total* | *Project Amounts* | *Total Gross* | *Deductions* | *Net Pay* |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Regular | 0.00 | 91.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 91.50 | 2,930.95 | PA State Inc Tax W | 682.45 | |
| | | | | | | | | | Other Non Taxable | **0.00** | Fica - SS | 1,382.02 | |
| | | | | | | | | | Other Taxable | **0.00** | Fica - Medicare | 323.21 | |
| | | | | | | | | | Project Total | **4,073.41** | Federal Income Ta | 624.00 | |
| | Fringe Paid Direct I | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,142.46 | Medicare - Surcharg | | |
| | | | | | | | | | | | PA SUTA | 13.95 | |
| | | | | | | | | | | | Garnishment Suppo | 149.54 | |
| | | | | | | | | | | | Suppl Life EE After T | 46.49 | |
| | | | | | | | | | | | Dep Child(ren) Life A | 2.36 | |
| | | | | | | | | | | | Spousal Life After Ta | 11.28 | |
| | | | | | | | | | | | 401(k) Loan 1 - Fidel | 82.63 | |
| | | | | | | | | | | | Uniforms WH | 21.69 | |
| | | | | | | | | | | | LTD Premium Offset | 51.85 | |
| | | | | | | | | | | | Excess Life Ins Prem | 9.15 | |
| | | | | | | | | | | | 380104 Annville El | 360.43 | |
| | | | | | | | | | | | 220401 Harrisburg E | 41.61 | |
| | | | | | | | | | | | Med/Dental EE Only | 42.19 | |
| | | | | | | | | | | | HSA Medical | 78.13 | |
| | | | | | | | | | | | Other | 2,712.53 | |
| | | | | | | | | | | | **23,309.57** | **9,635.51** | **13,674.06** |

## WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Contractor or ☑ Subcontractor (please check one)

ALL INFORMATION MUST BE COMPLETED

| | | | |
|---|---|---|---|
| **CONTRACTOR** | PENNSY SUPPLY INC. | **SUBCONTRACTOR** | Trinity Excavating, Inc. |
| **ADDRESS** | 1001 PAXTON ST.<br>BOX 3331<br>HARRISBURG, PA 17105 | **ADDRESS** | 953 TRINITY RD. SUITE 1<br>YORK, PA 17408-9207 |

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGE DIVISION
7TH & FORSTER STREETS
HARRISBURG, PA 17120
1-800-932-0685

| Payroll Number | Week-Ending Date | Project and Location | Project Serial # | Project # |
|---|---|---|---|---|
| 8 | 7/4/2020 | LOWER PAXTON TWP 2020 DAUPHIN CO (20308)<br>LOWER PAXTON TOWNSHIP | 20-00390 | |

| Employee Name and Address | Appr Rate % | Work Classification | Day and Date: Sun 6/28 | Mon 6/29 | Tue 6/30 | Wed 7/1 | Thu 7/2 | Fri 7/3 | Sat 7/4 | ST / OT | Base Hourly Rate | Total Fringe Benefits (C=Cash) (FB=Contributions) | | Total Deductions | Gross Pay For Prevailing Rate Job(s) | Check # |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Hours Worked Each Day | | | | | | | | | | | | | |
| No Work Performed | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | S-Time<br>O-Time | | C:<br>FB: | | | | |



Sunburst Software Solutions, Inc.

www.CertifiedPayrollReports.com

**THE NOTARIZATION MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY. ALL OTHER INFORMATION MUST BE COMPLETED WEEKLY.**

*FRINGE BENEFITS EXPLANATION (FB): Bona fide benefits contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

1) Medical or hospital care: **Health Insurance , 1.13 - 5.63**
2) Pension or retirement: **Balance paid to 401(k) ,**
3) Life Insurance: _
4) Disability: _
5) Vacation, holiday: **Vacation $.28 - $1.75; Holiday $.25 - $.60 ,**
6) Other (please specify): **Dental Insurance , .23 - .60**

## CERTIFIED STATEMENT OF COMPLIANCE

1 The undersigned, having executed a contract with **Pennsy Supply, Inc.** for the construction of the above-identified project, acknowledges that:

a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.
b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.
c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.

2 The undersigned certifies that:

a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the PA Prevailing Wage Act, Act of August 15, 1961, P.L. 987 as amended 43 P.S. § 165-11(e).
b) No part of this contract has been or will be subcontracted to any subcontractor is such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.

3 The undersigned certifies that:

a) The legal name and the business address of the contractor or subcontractor are: **Trinity Excavating, Inc. 953 TRINITY RD. SUITE 1 YORK, PA 17408-9207**
b) The undersigned is:
   - ☐ a single proprietorship
   - ☒ a corporation organized in the state of **Pennsylvania**
   - ☐ a partnership
   - ☐ other organization (describe)
c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

| Name | Title | Address |
|---|---|---|
| Christopher P Hinson | President | 6322 York Rd, Spring Grove PA 17362 |
| Anthony C. Hinson, Jr. | Senior Vice President | 2178 Keeney Rd, Spring Grove, PA 17362 |
| Jennifer R Hinson | Vice President of Human Resour | 6322 York Rd, Spring Grove, PA 17362 |
| Victoria L Hinson | VP of Finance/Treasurer | 2178 Keeney Rd, Spring Grove, PA 17362 |

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the PA Prevailing Wage Act of August 15, 1961, P.L. 987, as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

7/10/2020
(DATE)

(Signature) **Anthony C Hinson, Jr.**

**Senior Vice President**
(Title)

SEAL

Taken, sworn and subscribed before me this _____ day of _____ A.D. 2020

**WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS**

Contractor or ☑ Subcontractor (please check one) **ALL INFORMATION MUST BE COMPLETED**

| | | | |
|---|---|---|---|
| **CONTRACTOR** | PENNSY SUPPLY INC. | **SUBCONTRACTOR** | Trinity Excavating, Inc. |
| **ADDRESS** | 1001 PAXTON ST.<br>BOX 3331<br>HARRISBURG, PA 17105 | **ADDRESS** | 953 TRINITY RD. SUITE 1<br>YORK, PA 17408-9207 |

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGE DIVISION
7TH & FORSTER STREETS
HARRISBURG, PA 17120
1-800-932-0685

| Payroll Number | Week-Ending Date | Project and Location | |
|---|---|---|---|
| 9 | 7/11/2020 | LOWER PAXTON TWP 2020 DAUPHIN CO (20308)<br>LOWER PAXTON TOWNSHIP | |
| | | **Project Serial #** 20-00390 | **Project #** |

| Employee Name and Address | Appr Rate % | Work Classification | Day and Date: Sun 7/5 | Mon 7/6 | Tue 7/7 | Wed 7/8 | Thu 7/9 | Fri 7/10 | Sat 7/11 | ST / OT | Base Hourly Rate | Total Fringe Benefits (C=Cash) (FB=Contributions) | | Total Deductions | Gross Pay For Prevailing Rate Job(s) | Check # |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Hours Worked Each Day | | | | | | | | | | | | | |
| No Work Performed | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | S-Time<br>O-Time | | C:<br>FB: | | | | |



*Sunburst Software Solutions, Inc.*

*www.CertifiedPayrollReports.com*

**THE NOTARIZATION MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY. ALL OTHER INFORMATION MUST BE COMPLETED WEEKLY.**

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Please specify the type of benefits provided and contributions per hour:

1) Medical or hospital care: **Health Insurance , 1.13 - 5.63**
2) Pension or retirement: **Balance paid to 401(k) ,**
3) Life Insurance: _
4) Disability: _
5) Vacation, holiday: **Vacation $.28 - $1.75; Holiday $.25 - $.60 ,**
6) Other (please specify): **Dental Insurance , .23 - .60**

## CERTIFIED STATEMENT OF COMPLIANCE

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b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.
c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.

2 The undersigned certifies that:

a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the PA Prevailing Wage Act, Act of August 15, 1961, P.L. 987 as amended 43 P.S. § 165-11(e).
b) No part of this contract has been or will be subcontracted to any subcontractor is such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.

3 The undersigned certifies that:

a) The legal name and the business address of the contractor or subcontractor are: **Trinity Excavating, Inc. 953 TRINITY RD. SUITE 1 YORK, PA 17408-9207**
b) The undersigned is:
   - ☐ a single proprietorship
   - ☒ a corporation organized in the state of **Pennsylvania**
   - ☐ a partnership
   - ☐ other organization (describe)
c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

| Name | Title | Address |
|---|---|---|
| Christopher P Hinson | President | 6322 York Rd, Spring Grove PA 17362 |
| Anthony C. Hinson, Jr. | Senior Vice President | 2178 Keeney Rd, Spring Grove, PA 17362 |
| Jennifer R Hinson | Vice President of Human Resour | 6322 York Rd, Spring Grove, PA 17362 |
| Victoria L Hinson | VP of Finance/Treasurer | 2178 Keeney Rd, Spring Grove, PA 17362 |

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the PA Prevailing Wage Act of August 15, 1961, P.L. 987, as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

7/17/2020
(DATE)

(Signature) **Anthony C Hinson, Jr.**

**Senior Vice President**
(Title)

_____
SEAL

Taken, sworn and subscribed before me this _____ day of _____ A.D. 2020

Date 8/3/2020

I, Bethany A. Wileman (Name of Signatory Party) Contract Administrator (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Pennsy Supply (Contractor or Subcontractor) on the

Job: 120212. LOWER PAXTON TOWNSHIP2020 (Building or Work); that during the payroll period commencing on the

19 day of July, 2020, and ending the 25 day of July, 2020

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Pennsy Supply (Contractor or Subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U. S. C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

#10

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

REMARKS:

| NAME AND TITLE | SIGNATURE |
|---|---|
| Bethany A. Wileman<br>Contract Administrator | Bethany A Wileman |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

# Certified Payroll Transcript

**Period 7/19/2020 - 7/25/2020 Job: 120212. LOWER PAXTON TOWNSHIP 2020**

| Employee | Work Classification | | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Total | Rate | Project Amounts | ****** Weekly Totals ****** (Week Ending 7/25/20) Total Gross | Deductions | Net Pay |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | ----------Hours---------- | | | | | | | | | | | | |
| **53813 Alfieri, John** | Laborers Class 3 | Regular | 0.00 | 7.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7.50 | 25.22 | 189.15 | PA State Inc Ta | 44.67 | |
| *XXX-XX-5177 M/EX: S/1* | | | | | | | | | Other Taxable | | | **0.00** | Fica - SS | 90.52 | |
| | | | | | | | | | Other Non Taxable | | | **0.00** | Fica - Medicare | 21.17 | |
| | | | | | | | | | Project Total | | | **239.25** | Federal Income | 135.00 | |
| *Race/Sex W/M EEO:* *OSHA 10 HR Card ID:* | Laborers Class 3 | Fringe Paid Direc | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6.68 | 50.10 | Medicare - Surc | | |
| *Check # 1073120* | | | | | | | | | | | | | PA SUTA | 0.91 | |
| | | | | | | | | | | | | | Suppl Life EE A | 8.05 | |
| | | | | | | | | | | | | | Dep Child(ren) I | 0.60 | |
| | | | | | | | | | | | | | LTD Premium C | 5.08 | |
| | | | | | | | | | | | | | 380104 Annville | 29.10 | |
| | | | | | | | | | | | | | Med/Dental EE | 70.24 | |
| | | | | | | | | | | | | | Other | 61.01 | |
| | | | | | | | | | | | | | **1,530.29** | **466.35** | **1,063.94** |
| **51444 Gates, James L** | Operators Class 1 | Regular | 0.00 | 7.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7.50 | 37.56 | 281.70 | PA State Inc Ta | 70.49 | |
| *XXX-XX-3081 M/EX: S/0* | | | | | | | | | Other Taxable | | | **0.00** | Fica - SS | 142.91 | |
| | | | | | | | | | Other Non Taxable | | | **0.00** | Fica - Medicare | 33.43 | |
| | | | | | | | | | Project Total | | | **379.80** | Federal Income | 391.00 | |
| *Race/Sex W/M EEO:* *OSHA 10 HR Card ID:* | Operators Class 1 | Fringe Paid Direc | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 13.08 | 98.10 | Medicare - Surc | | |
| *Check # 1073120* | | | | | | | | | | | | | PA SUTA | 1.45 | |
| | | | | | | | | | | | | | Suppl Life EE A | 2.10 | |
| | | | | | | | | | | | | | Spousal Life Afl | 1.66 | |
| | | | | | | | | | | | | | LTD Premium C | 6.61 | |
| | | | | | | | | | | | | | Excess Life Ins | 2.15 | |
| | | | | | | | | | | | | | 380104 Annville | 40.19 | |
| | | | | | | | | | | | | | Other | 234.92 | |
| | | | | | | | | | | | | | **2,419.50** | **926.91** | **1,492.59** |

# Certified Payroll Transcript

**Period 7/19/2020 - 7/25/2020 Job: 120212. LOWER PAXTON TOWNSHIP 2020**

| Employee | Work Classification | | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Total | Rate | Project Amounts | ****** Weekly Totals ****** (Week Ending 7/25/20) Total Gross | Deductions | Net Pay |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | ----------Hours---------- | | | | | | | | | | | | |
| **53413 Hurst, Norman E** | Operators Class 1 | Regular | 0.00 | 8.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 8.50 | 37.56 | 319.26 | PA State Inc Ta | 82.41 | |
| *XXX-XX-7823 M/EX: S/0* | | | | | | | | | Other Taxable | | | **0.00** | Fica - SS | 166.80 | |
| | | | | | | | | | Other Non Taxable | | | **0.00** | Fica - Medicare | 39.01 | |
| | | | | | | | | | Project Total | | | **430.44** | Federal Income | 486.00 | |
| *Race/Sex W/M EEO:* *OSHA 10 HR Card ID:* | Operators Class 1 | Fringe Paid Direc | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 13.08 | 111.18 | Medicare - Surc | | |
| *Check # 1073120* | | | | | | | | | | | | | PA SUTA | 1.69 | |
| | | | | | | | | | | | | | LTD Premium C | 6.10 | |
| | | | | | | | | | | | | | 380104 Annville | 46.97 | |
| | | | | | | | | | | | | | Other | 239.33 | |
| | | | | | | | | | | | | | **2,817.25** | **1,068.31** | **1,748.94** |
| **50347 Nolan, Kory** | Labor Foreman | Regular | 0.00 | 8.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 8.00 | 37.56 | 300.48 | PA State Inc Ta | 89.02 | |
| *XXX-XX-9336 M/EX: M/0* | | | | | | | | | Other Taxable | | | **0.00** | Fica - SS | 180.40 | |
| | | | | | | | | | Other Non Taxable | | | **0.00** | Fica - Medicare | 42.19 | |
| | | | | | | | | | Project Total | | | **471.77** | Federal Income | 336.00 | |
| *Race/Sex W/M EEO:* *OSHA 10 HR Card ID:* | Labor Foreman | Fringe Paid Direc | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 21.41 | 171.29 | Medicare - Surc | | |
| *Check # 1073120* | | | | | | | | | | | | | PA SUTA | 1.74 | |
| | | | | | | | | | | | | | LTD Premium C | 6.86 | |
| | | | | | | | | | | | | | Excess Life Ins | 3.01 | |
| | | | | | | | | | | | | | 380104 Annville | 29.00 | |
| | | | | | | | | | | | | | Other | 405.98 | |
| | | | | | | | | | | | | | **2,909.74** | **1,094.20** | **1,815.54** |

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| Employee | Work Classification | | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Total | Rate | Project Amounts | ****** Weekly Totals ****** (Week Ending 7/25/20) Total Gross | Deductions | Net Pay |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | ----------Hours---------- | | | | | | | | | | | | |
| **53529 Sheppard, Kyereek T** | Laborers Class 3 | Regular | 0.00 | 7.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7.50 | 25.22 | 189.15 | PA State Inc Ta | 41.43 | |
| *XXX-XX-0643 M/EX: S/1* | | | | | | | | | Other Taxable | | | **0.00** | Fica - SS | 83.95 | |
| | | | | | | | | | Other Non Taxable | | | **0.00** | Fica - Medicare | 19.63 | |
| | | | | | | | | | Project Total | | | **262.20** | Federal Income | 149.00 | |
| *Race/Sex B/M EEO:* *OSHA 10 HR Card ID:* | Laborers Class 3 | Fringe Paid Direc | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 9.74 | 73.05 | Medicare - Surc | | |
| *Check # 1073120* | | | | | | | | | | | | | PA SUTA | 0.88 | |
| | | | | | | | | | | | | | Garnishment St | 149.54 | |
| | | | | | | | | | | | | | Suppl Life EE A | 5.74 | |
| | | | | | | | | | | | | | Dep Child(ren) I | 0.63 | |
| | | | | | | | | | | | | | LTD Premium C | 4.58 | |
| | | | | | | | | | | | | | 380104 Annville | 26.99 | |
| | | | | | | | | | | | | | Med/Dental EE | 42.19 | |
| | | | | | | | | | | | | | HSA Medical | 78.13 | |
| | | | | | | | | | | | | | Other | 146.98 | |
| | | | | | | | | | | | | | **1,474.34** | **749.67** | **724.67** |
| **52848 Swartz, Brian K** | Operators Class 3 | Regular | 0.00 | 7.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7.50 | 35.69 | 267.68 | PA State Inc Ta | 62.64 | |
| *XXX-XX-6538 M/EX: S/0* | | | | | | | | | Other Taxable | | | **0.00** | Fica - SS | 126.85 | |
| | | | | | | | | | Other Non Taxable | | | **0.00** | Fica - Medicare | 29.67 | |
| | | | | | | | | | Project Total | | | **396.23** | Federal Income | 343.00 | |
| *Race/Sex W/M EEO:* *OSHA 10 HR Card ID:* | Operators Class 3 | Fringe Paid Direc | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 17.14 | 128.55 | Medicare - Surc | | |
| *Check # 8000008252* | | | | | | | | | | | | | PA SUTA | 1.26 | |
| | | | | | | | | | | | | | LTD Premium C | 5.72 | |
| | | | | | | | | | | | | | 380104 Annville | 34.69 | |
| | | | | | | | | | | | | | Other | 139.73 | |
| | | | | | | | | | | | | | **2,101.91** | **743.56** | **1,358.35** |

# Certified Payroll Transcript

**Period 7/19/2020 - 7/25/2020 Job: 120212. LOWER PAXTON TOWNSHIP2020**

| Employee | Work Classification | | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Total | Rate | Project Amounts |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Hours | | | | | | | | | |
| **53544 Willow, Colby J** | Laborers Class 3 | Regular | 0.00 | 7.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7.50 | 25.22 | 189.15 |
| *XXX-XX-3906 M/EX: S/2* | | | | | | | | | Other Taxable | | | **0.00** |
| | | | | | | | | | Other Non Taxable | | | **0.00** |
| | | | | | | | | | Project Total | | | **239.25** |
| *Race/Sex W/M EEO:* *OSHA 10 HR Card ID:* | Laborers Class 3 | Fringe Paid Direc | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6.68 | 50.10 |
| *Check # 1073120* | | | | | | | | | | | | |

****** Weekly Totals ******
(Week Ending 7/25/20)

| Total Gross | Deductions | Net Pay |
|---|---|---|
| PA State Inc Ta | 61.53 | |
| Fica - SS | 124.63 | |
| Fica - Medicare | 29.14 | |
| Federal Income | 289.00 | |
| Medicare - Surc | | |
| PA SUTA | 1.28 | |
| LTD Premium C | 5.72 | |
| 380104 Annville | 20.04 | |
| Other | 214.68 | |
| **2,139.48** | **746.02** | **1,393.46** |

| *Job Totals* | *Hours* | *Sun* | *Mon* | *Tue* | *Wed* | *Thu* | *Fri* | *Sat* | *Total* | *Project Amounts* |
|---|---|---|---|---|---|---|---|---|---|---|
| | Regular | 0.00 | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 1,736.57 |
| | | | | | | | | | Other Non Taxable | **0.00** |
| | | | | | | | | | Other Taxable | **0.00** |
| | | | | | | | | | Project Total | **2,418.94** |
| | Fringe Paid Direct I | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 682.37 |

****** *Weekly Totals* ******
(Week Ending 7/25/20)

| *Total Gross* | *Deductions* | *Net Pay* |
|---|---|---|
| PA State Inc Tax W# | 52.19 | |
| Fica - SS | 916.06 | |
| Fica - Medicare | 214.24 | |
| Federal Income Tax | 129.00 | |
| Medicare - Surcharg | | |
| PA SUTA | 9.21 | |
| Garnishment Suppor | 49.54 | |
| Suppl Life EE After T | 15.89 | |
| Dep Child(ren) Life A | 1.23 | |
| Spousal Life After Ta | 1.66 | |
| LTD Premium Offset | 40.67 | |
| Excess Life Ins Prem | 5.16 | |
| 380104 Annville EIT | 226.98 | |
| Med/Dental EE Only | 42.19 | |
| Med/Dental EE & Ch | 70.24 | |
| HSA Medical | 78.13 | |
| Other | 1,442.63 | |
| **15,392.51** | **5,795.02** | **9,597.49** |

**WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS**

Contractor or ☑ Subcontractor (please check one) **ALL INFORMATION MUST BE COMPLETED**

| | | | |
|---|---|---|---|
| **CONTRACTOR** | PENNSY SUPPLY INC. | **SUBCONTRACTOR** | Trinity Excavating, Inc. |
| **ADDRESS** | 1001 PAXTON ST.<br>BOX 3331<br>HARRISBURG, PA 17105 | **ADDRESS** | 953 TRINITY RD. SUITE 1<br>YORK, PA 17408-9207 |

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGE DIVISION
7TH & FORSTER STREETS
HARRISBURG, PA 17120
1-800-932-0685

| Payroll Number | Week-Ending Date | Project and Location | |
|---|---|---|---|
| 10 | 7/18/2020 | LOWER PAXTON TWP 2020 DAUPHIN CO (20308)<br>LOWER PAXTON TOWNSHIP | |
| | | **Project Serial #** 20-00390 | **Project #** |

| Employee Name and Address | Appr Rate % | Work Classification | Day and Date: Sun 7/12 | Mon 7/13 | Tue 7/14 | Wed 7/15 | Thu 7/16 | Fri 7/17 | Sat 7/18 | ST / OT | Base Hourly Rate | Total Fringe Benefits (C=Cash) (FB=Contributions) | | Total Deductions | Gross Pay For Prevailing Rate Job(s) | Check # |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Hours Worked Each Day | | | | | | | | | | | | | |
| No Work Performed | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | ST<br>OT | | C:<br>FB: | | | | |
| | | | | | | | | | | S-Time<br>O-Time | | C:<br>FB: | | | | |



*Sunburst Software Solutions, Inc.*

*www.CertifiedPayrollReports.com*

**THE NOTARIZATION MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY. ALL OTHER INFORMATION MUST BE COMPLETED WEEKLY.**

*FRINGE BENEFITS EXPLANATION (FB): Bona fide benefits contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

1) Medical or hospital care: **Health Insurance , 1.13 - 5.63**
2) Pension or retirement: **Balance paid to 401(k) ,**
3) Life Insurance: _
4) Disability: _
5) Vacation, holiday: **Vacation $.28 - $1.75; Holiday $.25 - $.60 ,**
6) Other (please specify): **Dental Insurance , .23 - .60**

## CERTIFIED STATEMENT OF COMPLIANCE

1 The undersigned, having executed a contract with **Pennsy Supply, Inc.** for the construction of the above-identified project, acknowledges that:

a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.
b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.
c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.

2 The undersigned certifies that:

a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the PA Prevailing Wage Act, Act of August 15, 1961, P.L. 987 as amended 43 P.S. § 165-11(e).
b) No part of this contract has been or will be subcontracted to any subcontractor is such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.

3 The undersigned certifies that:

a) The legal name and the business address of the contractor or subcontractor are: **Trinity Excavating, Inc. 953 TRINITY RD. SUITE 1 YORK, PA 17408-9207**
b) The undersigned is:
   - ☐ a single proprietorship
   - ☒ a corporation organized in the state of **Pennsylvania**
   - ☐ a partnership
   - ☐ other organization (describe)
c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

| Name | Title | Address |
|---|---|---|
| Christopher P Hinson | President | 6322 York Rd, Spring Grove PA 17362 |
| Anthony C. Hinson, Jr. | Senior Vice President | 2178 Keeney Rd, Spring Grove, PA 17362 |
| Jennifer R Hinson | Vice President of Human Resour | 6322 York Rd, Spring Grove, PA 17362 |
| Victoria L Hinson | VP of Finance/Treasurer | 2178 Keeney Rd, Spring Grove, PA 17362 |

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the PA Prevailing Wage Act of August 15, 1961, P.L. 987, as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

7/24/2020
(DATE)

(Signature) **Anthony C Hinson, Jr.**

**Senior Vice President**
(Title)

SEAL

Taken, sworn and subscribed before me this _____ day of _____ A.D. 2020

Wireless
Communications & Electronics

153 Cooper Road
West Berlin, NJ 08091

# Proposal

| | |
|---|---|
| Name | **Lower Paxton PD** |
| Address | 425 Prince Street |
| Cty,St,Zip | Harrisburgh, PA 17109 |
| Attention | Lt. Tom Bell |

| | |
|---|---|
| Date | 8/20/2020 |
| Account Mgr. | Rich Goldberg |
| | rgoldberg@wirelessce.com |
| Quotation # | Q082020 |

| ITEM | MODEL/DESCRIPTION | QUANTITY | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|
| 1 | Panasonic FZ-55 TB - i5-8265U, 512SSD, 8GB Ram, | 11 | $ 2,995.68 | **$ 32,952.48** |
| | Bluetooth, Intel 802.11, Win10 Pro, Backlit Keyboard, | | | |
| | 1.60 Ghz, 14" Touchscreen, LTE-A Band 14, Dual Pass, | | | |
| | Ded GPS and 3 Year PS Bundle Pro Plus Warranty. | | | |
| | Mfg # FZ-55C0-02VM. MSRP $ 3,677.00 | | | |
| 2 | Gamber Johnson FZ-55 Dual RF Docking Station | 11 | $ 1,195.00 | **$ 13,145.00** |
| | Mfg # 7160-0577-02. MSRP $ 1,448.00 | | | |
| 3 | Panasonic 4th & 5th Year Pro. Plus Bundle Warranty | 11 | $ 595.00 | **$ 6,545.00** |
| | Mfg # CF-SVCPSY5 MSRP $ 645.00 | | | |
| 4 | Add: 8GB RAM Pre-installed ( 16GB Total ) | 11 | $ 165.00 | **$ 1,815.00** |
| | Mfg # FZ-BAZ1908IS MSRP $ 197.00 | | | |
| | **PA COSTARS CONTRACT # 012-121** | | | |
| | **Vendor ID: 366073** | | | |
| | **NOTE: Financing Terms** | | | |
| | $250.00 one time doc. fee | | | |
| | $1,036.34/month for 60 months | | | |
| | 1st payment due upfront | | | |
| | credit approved | | | |

**Terms:** net/30 upon receipt of invoice
**Ship Quote:** 3-4 weeks from receipt of order
**Shipping:** F.O.B. Ship Pt
**Quote:** Valid for 30 days

| | |
|---|---|
| **TOTAL** | **$ 54,457.48** |
| **SHIPPING** | |
| **TOTAL SALE** | **$54,457.48** |

*Phone: 856-768-4310 Fax: 856-753-9290*

# STATE AND LOCAL GOVERNMENT SINGLE SCHEDULE LEASE PURCHASE AGREEMENT

When we use the words **you** and **your** in this Lease, we mean **you**, **our customer**, which is the **Lessee** indicated below. When we use the words **we**, **us** and **our** in this Lease, we mean the **Lessor, Hewlett-Packard Financial Services Company.** Our address is 200 Connell Drive, Suite 5000, Berkeley Heights, NJ 07922

| | | | |
|---|---|---|---|
| **CUSTOMER INFORMATION** | Lessee Name<br>Lower Paxton Township | | Tax ID # |
| | Billing Street Address/City/County/State/Zip<br>425 Prince St. , Harrisburg, PA, 17109, UNITED STATES | Phone No. | Lease #5544266187USA1 |
| | Equipment Location Street Address/City/County/State/Zip<br>425 Prince St. , Harrisburg, PA, 17109, UNITED STATES | Phone No. | Schedule #5544266187USA1 |
| **SUPPLIER INFORMATION** | Supplier Name ("Supplier")<br>Wireless Electronics Inc | Phone No. | Fax No. |
| | Street Address/City/State/Zip | Contact Name: | |

| | | | |
|---|---|---|---|
| **EQUIPMENT DESCRIPTION** | Quantity | Make/Model<br>See Quote Q082020 | Price Each/Extension<br>$54457.48 |

| | | | | | |
|---|---|---|---|---|---|
| **TERM AND LEASE PAYMENT SCHEDULE** | Lease Term (Months)<br>60 | Lease Payment<br>$11541.17 | Documentation Fee<br>N/A | Payment Timing (Check one)<br>☒ Advance<br>☐ Arrears | Plus Applicable Taxes and Insurance |
| | Additional Provisions | | Total Cash Price<br>$54457.48 | Payment Frequency (Check one)<br>☐ Monthly<br>☐ Quarterly<br>☐ Semi Annual<br>☒ Annually<br>☐ Other | |
| | | | Annual Rate of Interest<br>2.98% | Latest Commencement Date<br>**October 31, 2020** | |

## PART I

You agree to lease the equipment described above (collectively, "Equipment") on the terms and conditions of this lease agreement ("Lease"). The term of this Lease is set forth above. This Lease shall be effective with respect to the Equipment from and after the date of your acceptance of the Equipment. Each Lease Payment (singly, a Lease Payment and collectively, the "Lease Payments") are to be made in the manner specified above and shall commence on the date the Equipment is accepted by you as evidenced by your execution and delivery to us of a Delivery and Acceptance Certificate with respect to the Equipment. You must notify us of any change in the Equipment to be included in any proposed Lease and we reserve the right to accept or reject such change. Our acceptance of this Lease shall be evidenced by our execution hereof.

## PART II

1. TERMS AND CONDITIONS. In consideration of our purchase of the Equipment selected by you, we lease to you, and you lease from us, the Equipment identified above pursuant to the terms and conditions set forth herein. **THIS LEASE AND THE DOCUMENTS REFERRED TO HEREIN CONSTITUTE THE FULL AND ENTIRE AGREEMENT** between you and us in connection with the Equipment and **MERGES ANY OTHER UNDERSTANDING**. In no case shall the preprinted terms and conditions on the Supplier's standard transactional documentation (e.g., order forms and invoices) apply to us. Neither you nor we rely on any other statement, representation or assurance of cure. This lease can be neither canceled nor modified except by a written agreement signed by both parties.

2. YOUR WARRANTIES TO US. You expressly represent and warrant to us, and we rely on, each of the following statements: (a) you have read and understood this Lease; (b) **you have selected the** equipment **and specifications, and the equipment will meet your needs;** (c) you will authorize us to pay for the Equipment only after you have received and accepted the Equipment as fully operable for your purposes; (d) the interest portion of the Lease Payments shall be excluded from gross income for federal income tax purposes, and you will do nothing to cause, nor fail to take action which results in, the interest portion of the Lease Payments being includible in gross income for federal income tax purposes; (e**) NEITHER THE SUPPLIER OF THE EQUIPMENT NOR ANY OF ITS SALESPERSONS ARE, OR HAVE ACTED AS, OUR AGENTS OR EMPLOYEES;** (f) financial information and other statements provided to us are accurate and correct and will be updated upon our request during the term of this Lease; g) you are a political subdivision or agency or department of a State; (h) the entering into and performance of this Lease are authorized under the laws and constitution of your state and do not violate or contradict any judgement, law, order, or regulation, or cause any default under any agreement to which you are a party; (i) you have complied with all bidding requirements and, where necessary, have properly presented this Lease for approval and adoption as a valid obligation on your part; j) this Lease is a legal, valid and binding obligation enforceable in accordance with its terms; (k) you have sufficient appropriated funds or other moneys available to pay all amounts due under this Lease for your current fiscal period; (l) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to own, use or operate the Equipment during the term of this Lease and you will use the Equipment only for your governmental purposes; (m) You do not and will not: 1) export, re-export, or transfer any Equipment, software, source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries

wherever located, without prior authorization from the United States and other applicable governments; and 2) use any Equipment, software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries, without prior authorization from the United States and other applicable governments. You are not an entity or person designated by the United States government or any other applicable government with which transacting business without the prior consent of such government is prohibited. Upon our request, you agree to provide us with an opinion of counsel as to clauses (g) through (j) above, a certificate of appropriations as to clause (k) above, an essential use letter as to clause (l) above, and any other documents that we request, including information statements to be filed with the Internal Revenue Service, with all such documents being in a form satisfactory to us.

3. YOUR WAIVER OF DAMAGES AND WARRANTIES FROM US. **YOU LEASE THE EQUIPMENT FROM US "AS IS, WHERE IS." EXCEPT AS TO QUIET ENJOYMENT, WE MAKE ABSOLUTELY NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY THE SUPPLIER, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST THE SUPPLIER AND YOU HEREBY WAIVE ANY SUCH CLAIM AGAINST US. ALL WARRANTIES FROM THE SUPPLIER TO US, TO THE EXTENT ASSIGNABLE, ARE HEREBY ASSIGNED TO YOU FOR THE TERM OF THIS LEASE FOR YOUR EXERCISE AT YOUR EXPENSE. YOU SHALL HOLD US HARMLESS AND SHALL BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY THE EQUIPMENT. NO REPRESENTATION OR WARRANTY BY THE SUPPLIER OR SALESPERSON IS BINDING ON US NOR SHALL BREACH OF SUCH WARRANTY RELIEVE YOU OF YOUR OBLIGATIONS TO US. IN NO CASE SHALL WE BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.**

4. PAYMENTS. You agree to make Lease Payments as set forth above and to pay such other charges as provided herein. **IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THIS LEASE SHALL BE NON-CANCELABLE (EXCEPT AS SET FORTH IN SECTION 6 HEREOF), AND THAT THIS LEASE IS A NET LEASE. YOU AGREE THAT YOU HAVE AN ABSOLUTE AND UNCONDITIONAL OBLIGATION TO PAY ALL LEASE PAYMENTS AND OTHER AMOUNTS WHEN DUE.** You hereby authorize us to reduce the lease payments by up to twenty percent (20%) in the event that the actual total cost of the equipment at the time of closing is less than the estimate. Lease Payments shall be increased by any cost or expense we incur to preserve the Equipment or to pay taxes, assessments, fees, penalties, liens, or encumbrances. Unless we give written notice of a new address, all payments under this Lease shall be sent to us at the address provided at the beginning of this Lease. Each payment received, at our discretion, will be applied first to the oldest charge due under this Lease. **YOU AGREE THAT TIME IS OF THE ESSENCE AND TO MAKE PAYMENTS REGARDLESS OF ANY PROBLEMS YOU MIGHT HAVE WITH THE EQUIPMENT INCLUDING ITS OPERATION, CAPABILITY, INSTALLATION, OR REPAIR AND REGARDLESS OF ANY CLAIM, SETOFF, DEFENSE YOU MIGHT HAVE AGAINST THE SUPPLIER, MANUFACTURER, SALESPERSON, OR OTHER THIRD PARTY.** Without our prior written consent, any payment to us of a smaller sum than due at any time under this Lease shall not constitute a release or an accord and satisfaction for any greater sum due, or to become due, regardless of any endorsement restriction, unless otherwise agreed by both parties in a signed writing.

5. FUNDING INTENT. You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You agree that your chief executive, chief financial or administrative officer will provide for funding for such payments in your annual budget request submitted to your governing body. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.

6. NONAPPROPRIATIONS OF FUNDS. If (i) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for all Lease Payments and all other payments due under this Lease for such fiscal period, and (ii) you have exhausted all funds legally available for such payments, then you will give us written notice and return the Equipment to us, and this Lease will terminate as of the last day of the fiscal period for which funds are available to pay amounts due under this Lease. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with this Lease for which funds have been budgeted and appropriated or are otherwise legally available.

7. TAXES, ASSESSMENTS AND FEES. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. We will file all personal property, use or other tax returns (unless we notify you otherwise in writing) and you agree to pay us a fee for making such filings. We do not have to contest any taxes, fines or penalties. You will pay estimated property taxes with each invoice or annually, as invoiced. In addition, you authorize us to file at our option financing statements and/or fixture filings without your signature. If we request, you will execute such financing statements and/or fixture filings. To the extent permitted by law, you hereby grant us a security interest in all Lease Payments and Equipment, and all of your interest therein, and all proceeds and products thereof. You agree to pay us a documentation fee to be billed with the first Lease Payments to cover account setup and administrative costs. You agree to reimburse us for reasonable costs incurred in collecting taxes, assessments, or fees for which you are liable, and any collection charges attributable thereto, including reasonable attorney fees.

8. NOTICE. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. mail, addressed to the party receiving the notice at its address shown on page 1 of this Lease (or to any other address specified by that party in writing) with first class postage prepaid.

9. SUCCESSORS AND ASSIGNMENTS. **YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT,** and even with our consent, you shall remain jointly and severally liable to the full extent with your assignee. **WE MAY, AT OUR OPTION ASSIGN OUR RIGHTS AND INTERESTS UNDER THIS LEASE WITH NOTICE TO YOU BUT WITHOUT YOUR CONSENT**. You agree that our assignee will have the same rights and remedies that we have now. You agree that the rights of our assignee will not be subject to claims, defenses, or setoffs that you may have against us. You agree that we are not an agent of our assignee and that we have no affiliation with such assignee except for such assignment. You stipulate that any such assignment by us shall not materially change your duties, obligations or risks under this Lease. You agree to acknowledge each such assignment in writing if so requested and keep a complete and accurate record of all such assignments in a manner that complies with §149 of the Code, and the regulations promulagated thereunder.

10. OWNERSHIP AND TITLE, You will have title to the Equipment upon your acceptance of it; provided, however, that title will immediately vest in us or our assignee if this Lease is terminated because you have not appropriated funds for payment of Lease Payments or other amounts due hereunder, as provided in Section 6 of this Lease or if you are in default of this Lease pursuant to the terms of Section 16 of this Lease. We have the right to inspect the Equipment, and have the right to affix and display a notice of our security interest in the Equipment. The Equipment shall remain personal property whether or not affixed to realty and shall not be part of any real property on which it is located. At our request, you shall obtain a landlord and/or mortgage waiver for the Equipment. All additions, attachments, and accessories placed on the Equipment become part of the Equipment unless removed prior to

the termination of this Lease. You agree to maintain the Equipment so that it may be removed from the property or building where located without damage.

11. OPERATION AND TERMINATION. You shall be solely responsible for the installation, operation, and maintenance of the Equipment, shall keep it in good condition and working order, and shall use and operate the Equipment in compliance with applicable laws. If the Equipment is of the type not normally maintained by you, then you, at your expense, shall maintain in full force and effect throughout the term of this Lease Supplier's standard maintenance contract. You agree to keep and use this Equipment only at the address specified above, to never abandon or move the Equipment from that address, nor relinquish possession of the Equipment except to our agent. If you are required to return the Equipment to us for any reason, you shall, at your expense, wipe clean or permanently delete all data contained on the Equipment, including without limitation, any data contained on internal or external drives, discs, or accompanying media, immediately crate, insure and return the Equipment to the designated location in as good a condition as when you received it, excepting only reasonable wear and tear. In the case of any item of Software to be returned to us, you will also deliver to us the original certificate of authenticity issued by the licensor of such Software, if any.

12. RISK OF LOSS AND INSURANCE. During the term of this Lease, you bear the entire risk of loss or damage to the Equipment. You shall immediately notify us of the occurrence of any loss or other occurrence affecting our interests and shall make repairs or corrections at your expense. In such event, and to the extent permitted by law, you agree to continue to meet all payment and other obligations under this Lease. You agree to keep the Equipment insured at your expense against risks of loss or damage from any cause whatsoever. You agree that such insurance shall not be less than the replacement value of the Equipment. You also agree that the insurance shall be in such additional amount as is reasonable to cover us for public liability and property damage arising from the Equipment or your use of it. You agree to name us as the loss payee and an additional insured. Upon our request, you agree to furnish proof of each insurance policy including a certificate of insurance and a copy of the policy. The proceeds of such insurance shall be applied at our sole election toward the replacement or repair of the Equipment or payment towards your obligations. If you so request and we give our prior written consent, in lieu of maintaining insurance as described herein, you may self insure against such risks, provided that our interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business practices with respect with such insurance risk. You will give us certificates or other evidence of such insurance on the commencement date of this Lease, and at such times as we request. Such insurance obtained will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance.

13. INDEMNITY. You agree, to the extent permitted by law, to indemnify and hold us harmless from and against, any and all losses, damages, injuries, claims, demands, and expenses, including any and all attorney's fees and legal expenses ("Claims") arising from or caused by any actual or alleged use, possession, maintenance, condition (whether or not latent or discoverable), operation, location, delivery or transportation of any item of Equipment.

14. TRANSFER OF EQUIPMENT AT END OF TERM OF LEASE AND PURCHASE OPTION. When you have paid all Lease Payments and all other amounts due under this Lease and have satisfied the other terms of this Lease, we shall transfer all of our interest in the Equipment to you "AS IS, WHERE IS," without any warranty, express or implied, from us. With 30 days prior written notice, you may purchase the Equipment (other than software that we may not be authorized to sell) on any Lease Payment date for an amount equal to the rent due on the Lease Payment date, the remaining Lease Payments due under this Lease discounted at the annual rate of 3% and all other amounts due under this Lease. You may exercise this purchase option only if you are not in default under the terms of this Lease.

15. COLLECTION CHARGES AND ATTORNEY'S FEES. If any part of any sum is not paid when due, you agree to pay us: (i) in the first month, a late charge to compensate us for collecting and processing the late sum, such late charge is stipulated and liquidated at the greater of $.05 per dollar of each delayed sum or $15; plus (ii) a charge for every month after the first month in which the sum is late to compensate us for the inability to reinvest the sum, such charge is stipulated and liquidated at 1 1/2% per month, or when less, the maximum allowed by law.

16. DEFAULT. You shall be in default of this Lease on the occurrence of any of the following events: (a) you fail to pay any Lease Payment or any other amount due under this Lease within 10 days after it first becomes due; (b) you assign, move, pledge, sublease, sell or relinquish possession of the Equipment, or attempt to do so, without our written authorization; (c) you breach any other obligations under this Lease, or any other agreement with us, and fail to cure such breach within ten days after we send notice of the existence of such breach; (d) you breach any warranty to us; (e) any execution or writ of process is issued in any action or proceeding to seize or detain the Equipment; or (f) you file a voluntary petition in bankruptcy, you are adjudicated as a bankrupt, or any proceeding is filed against you under the bankruptcy or similar laws of the United States or the state where the Equipment is located, and the proceeding is not dismissed within 60 days after filing.

17. REMEDIES. Should you default, we have the right to collect and to exercise any or all of the following: (a) we may cancel or terminate this Lease or any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, all Lease Payments for the remainder of your current fiscal period; (c) we have the right to immediately retake possession of the Equipment without any court order or other process of law and for such purpose may enter upon any premises where the Equipment may be, remove the same and apply any proceeds from any sale or lease of the Equipment to the payment of amounts which would have been due, if the default had not occurred; and (d) we have the right to exercise any remedy at law or equity, notice thereof being expressly waived by you. Our delay or failure to exercise a remedy constitutes neither a waiver of any other remedy or a release of your liability to return the Equipment or for any loss or Claim with respect thereto. You shall be liable for all reasonable costs and expenses incurred in the repossession, recovery, storage, repair, sale, re-lease or other disposition of the Equipment.

18. SEVERABILITY**.** The provisions of this Lease are severable and shall not be affected or impaired if any one provision is held unenforceable, invalid, or illegal. Any provision held in conflict with any statute or rule of law shall be deemed inoperative only to the extent of such conflict and shall be modified to conform to such statute or rule.

19. RELEASES**.** To the extent permitted by applicable law, you hereby waive your rights to: (a) cancel or repudiate this Lease; (b) revoke acceptance of or reject the Equipment; (c) claim a security interest in the Equipment; (d) accept partial delivery of the Equipment; (e) sell or dispose of the Equipment upon rejection or revocation; (f) seek "cover" in substitution for this Lease from us.

20. MITIGATION OF DAMAGES. Should we use or dispose of any returned or repossessed Equipment, we will credit the amount that you owe with any excess which we actually recover over the cost of retaking and disposing of the Equipment. Any action under this Lease by you for claims against us for indemnity, misrepresentation, breach of warranty and contract default or any other matter shall be commenced within one (1) year after any such cause of action accrues. The provisions of this Section 20 shall be applied only to the extent permitted by the laws of the state where the Equipment is located.

21. MISCELLANEOUS. Regardless of any conflicting provisions in this Lease, this Lease will be governed by the laws of the state in which the Equipment is located. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at

a later time. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and such excess payment will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay.

All representations, warranties and covenants made by you hereunder shall survive the termination of this Lease and shall remain in full force and effect. All of our rights, privileges and indemnities under this Lease, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the expiration or termination of this Lease, shall survive such expiration or termination and be enforceable by us and our successors and assigns. You agree that we may disclose any information provided by you to us or created by us in the course of administering this Lease to any of our parent or affiliates.

**BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS LEASE.**

**Lower Paxton Township**

X _____

Authorized Signature

_____

Print Name & Title Date

**HEWLETT-PACKARD FINANCIAL SERVICES COMPANY**

X _____

Authorized Signature

_____

Print Name & Title Date

## CERTIFICATION

I, the undersigned, DO HEREBY CERTIFY that I am a duly elected or appointed and acting officer (or duly authorized designee of such officer) of _____ (the "Customer"), a political subdivision or agency or department of the State of _____ and that I have custody of the records of the Customer; that the individual executing the above State and Local Government Single Schedule Lease Purchase Agreement (the "Lease") on behalf of the Customer is incumbent in the office printed or typed below his/her signature and is duly authorized to execute and deliver the Lease and all related documents, in the name and on behalf of the Customer; and that the signature of such individual is his/her authentic signature.

IN WITNESS WHEREOF, I have hereto set my hands and affixed the seal of the Customer this ____ day of _____, 20__.

_____

Certifier's Signature [**To be executed by person other than individual executing above lease.]**

_____

Print Name

_____

Print Title

# LOWER PAXTON TOWNSHIP

425 PRINCE STREET, HARRISBURG, PA 17109
PHONE: (717) 657-5600 FAX: (717) 724-8311
www.lowerpaxton-pa.gov



BOARD OF SUPERVISORS

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**MEMO TO:** **Board of Supervisors**

**FROM:** **Amanda Zerbe, Community Development Manager**
**Nick Gehret, Zoning Officer**

**DATE:** **September 11, 2020**

**SUBJECT:** **Preliminary/Final Land Development Plan Storage Building for Dauphin County Technical School**
**Plan#20-13**
**Time Extension: November 2, 2020**

**Plan Summary:**

The purpose of this plan is to construct a 3,200 SF Storage building over existing pavement within the current school property. The accessory structure will be utilized for storage. No new impervious area will be added to the lot.

The site is located in the IN Institutional District. The storage building will not require water or sewer.

This Plan was approved at the September 2, 2020 Planning Commission Meeting.

Waiver Requests:

1. [SLDO:180-515.E.1] The applicant is requesting a waiver of the requirement to provide street trees.

   - *As the proposed project is for an accessory building with no major development and located in the rear of the property behind the existing school, we are respectfully requesting that the requirement for street trees be waived for this project. The proposed frontage also has power lines that run the whole front of the property that would make the planting of trees not feasible.*

   We support this waiver request as the frontage along Locust Lane has multiple overhanging power lines that makes the planting of trees not feasible.

**Administrative Comments:**

1. A Zoning Permit shall be required for the plan [ZO: 203-103.A.2]

2. Upon approval, provide an electronic file of the complete plan set and any other technical plans on a compact disk (CD) in accordance with Section 180-308. [SLDO: 180-404.E.16]

3. The applicant shall pay all required fees prior to recording the plan. [SLDO: 180-1105]

4. The plan shall be reviewed by the Township Fire Marshall for any necessary fire lanes, building connections, fire hydrant locations and specifications, etc. [180-404.C.19].

**General Comments:**

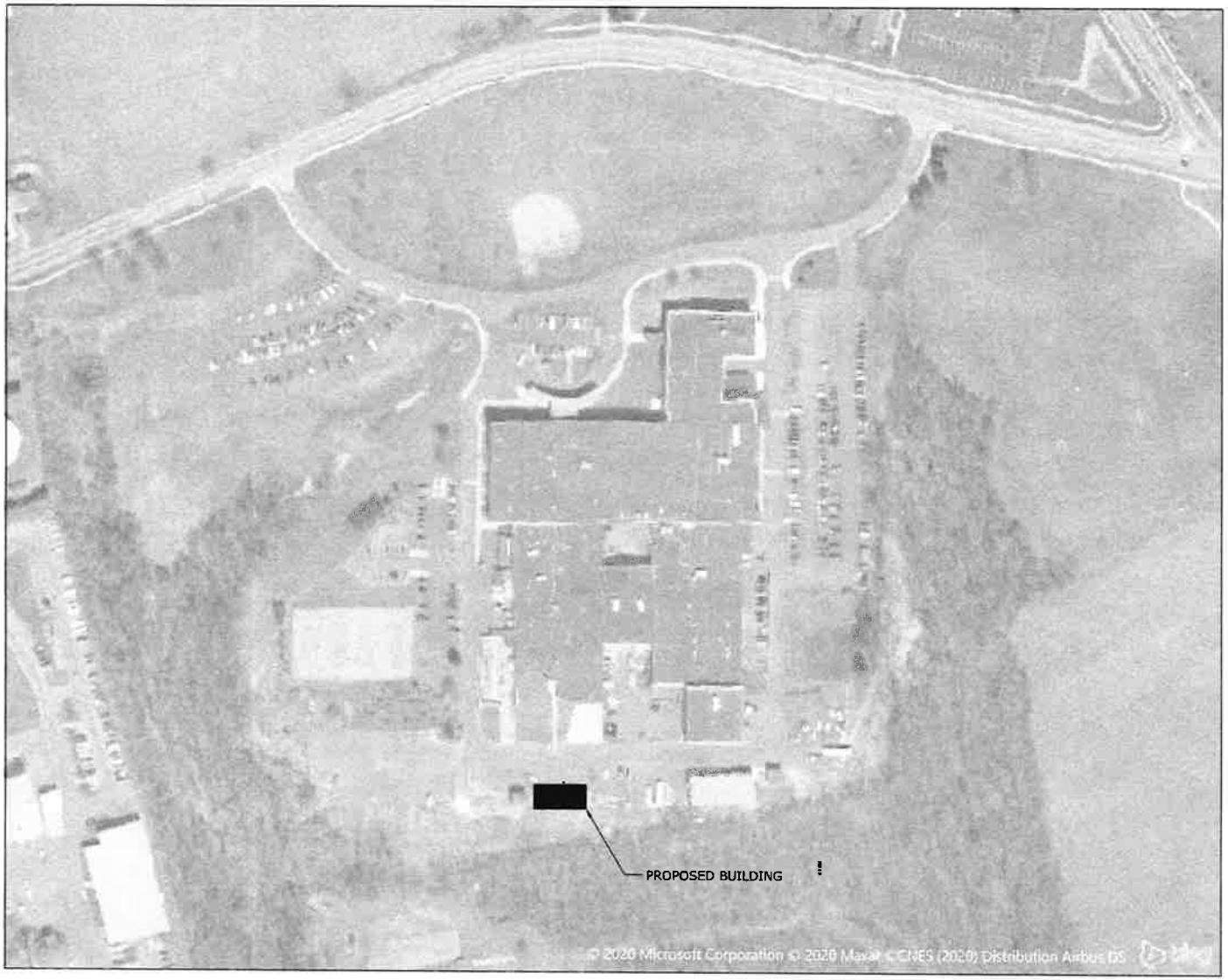
1. Please clarify the General Notes on sheet 1, item 1. The note reads that the purpose of this plan is to construct a building for Shalom House Traditional Housing. Please reconcile the comment.

2. Please clarify the General Notes on sheet 1, item 2. The note reads all public improvements associated with the project area shall conform to the latest edition of the City of Harrisburg's codes and specifications. Please reconcile the comment.

2. Plan approval shall be subject to addressing all comments of Andrew Bomberger, TCRPC.

2. Plan approval shall be subject to addressing all 22 comments as stated in the memo dated August 24, 2020 from Jason Hinz, HRG

After all conditions of the plan are met, the applicant will be responsible for recording the plan with the Dauphin County Recorder of Deeds and provide the Township with two recorded copies.




GRAPHIC SCALE

K&W
DESIGNING ENVIRONMENTS

PRELIMINARY/FINAL LAND DEVELOPMENT PLAN

STORAGE BUILDING
FOR
DAUPHIN COUNTY TECHNICAL SCHOOL

LOWER PAXTON TOWNSHIP
DAUPHIN COUNTY, PA

J. MARC KUKOWSKI
PROFESSIONAL SEAL

SCALE: AS SHOWN
DATE: SEPTEMBER 10, 2020
K&W PROJECT: 2291.001
DRAWN BY: PKB
CAD DRAWING: 2291001-A-FLP.dwg

| REVISIONS | | | |
|---|---|---|---|
| NO. | DATE | DESCRIPTION | |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |

PLAN TYPE:
OVERALL PLAN

SHEET:
1 OF 1

2020-013

HRG
Herbert, Rowland & Grubic, Inc.
Engineering & Related Services

**STORMWATER MANAGEMENT PLAN**
**REVIEW REPORT #1**

**TO:** **Amanda Zerbe, Zoning Officer**
**Lower Paxton Township**

**DATE:** **August 24, 2020**

**RE:** **Preliminary/Final Land Development Plan for**
**Dauphin County Technical School Storage Building**

---

We have completed our review of the following information for the above-referenced project:

| ***Submission:*** | ***Dated:*** | ***Last Revised:*** |
|---|---|---|
| Plan Sheets 1 - 4 of 4 | July 10, 2020 | --- |

We have completed our review of the above-referenced plan and we offer the following comments:

**Subdivision and Land Development (Chapter 180)**

1. General Note #2 states "City of Harrisburg" instead of "Lower Paxton Township", please reconcile (180-403.D.5).
2. Provide zoning district labels on plan sheets (180-404.C.7).
3. Provide location of all proposed utilities (180-404.C.13).
4. Provide a detail for proposed parking lot paving (180-404.C.18)
5. General Note #1 currently states "Shalom House Transitional Housing" instead of "storage building", please reconcile (180-404.D.3).
6. Address the requirement to provide one street tree for every 50 linear feet of street frontage. Street trees shall be planted no closed than 30 feet on center or farther than 75 feet along center along each side of the street (180-515.E.).

**Stormwater Management and Drainage (Chapter 170)**

1. Provide written and graphical scales for location map (170-602.B.1.f).
2. Provide metes and bounds for entire tract perimeter (170-602.B.1.g).
3. Provide soil names and boundaries with identification of the hydraulic soil group classification (170-602.B.1.l).
4. Provide proposed disturbed acres associated with limit of disturbance (170-602.B.1.m).

**General Comments**

1. Provide more detail on the location of the proposed building relative to the property.

**Administrative Items to be Addressed Prior to/Upon Plan Approval**

1. Provide letter from Dauphin County Conservation District approving erosion and sediment control plan (180-404.E.10).

2. A Zoning Permit shall be required for the plan (203-103.A.2).

3. Provide a financial security estimate in accordance with this section (170-301).

4. Provide all signatures prior to final approval of the plan (180-404.E.1).

5. Provide an executed security agreement and financial security in a form prescribed in this Ordinance and in amount approved by the Township Engineer (180-404.E.13).

6. Upon approval, provide an electronic file of the complete plan set and any other technical plans on a compact disk (CD) in accordance with Section 180-308 (180-404.E.16).

7. The plan shall be reviewed by the Township Fire Marshall for any necessary fire lanes, building connections, fire hydrant locations and specifications, etc. (180-404.C.19).

8. Provide evidence of approval of proposed street tree species from the Township Shade Tree Commission (203-803.D. & 180-515.E.2.i).

9. The applicant shall pay all required fees prior to recording the plan (180-1105).

10. The applicant shall submit a signed Operations and Maintenance (O&M) Agreement from Appendix A (170-602.C.1).

11. The applicant shall schedule all required inspections a minimum of two (2) days prior to beginning the construction of any improvement under an approved plan. (170-901).

*This review is based solely on the documents referenced above and does not relieve the design professional of any responsibility, nor does it imply any design responsibility by Herbert, Rowland & Grubic, Inc.*

Jason R. Hinz

Jason R. Hinz, P.E.
**Herbert, Rowland & Grubic, Inc.**

JRH/ILU/LB
R000184.0002 (Phase 4696)
P:\0001\000184_0002\Admin\4696 - 6001 Locust Lane – DC Tech Storage Bldg\A - PLAN REVIEW\PR#1.docx

c: Shirley Hepschmidt (SHepschmidt@lowerpaxton-pa.gov)
Nick Gehret (ngehret@lowerpaxton-pa.gov)
Randy Allen (rallen@lowerpaxton-pa.gov)
William Pompeii, RLA (bpompeii@kandwengineers.com)

No: 20-076

# DAUPHIN COUNTY SUBDIVISION/LAND DEVELOPMENT REVIEW REPORT

Municipality: Lower Paxton Township | Surveyor: | Engineer/RLA: K&W Engineers

Plat Title: Dauphin County Technical School Storage Building

Zoning District: Institutional | Proposed Land Use: Institutional

| **Plat Status:** | | **Plat Type:** | | **Regulations:** | |
|---|---|---|---|---|---|
| | Preliminary | | Subdivision | | County |
| | Final | X | Land Development | X | Municipal |
| X | P/F | | Combined | X | Zoning |
| | Minor | | | X | S&LD |

| Existing # of Lots | Proposed # of Lots | Proposed # of New DUs | Acreage of New Lots | Total Acres |
|---|---|---|---|---|
| 1 | 1 | 0 | n/a | 47.04 |

Date Received: 8/4/20 | Staff Review: 8/25/20 | Official County Review: 8/25/20

Reviewed by: AWB | Checked by: | Parcel ID: 35-061-077

- *When applicable, streets, sewer, water, storm drainage, and other infrastructure elements to be verified as adequate by municipal staff/engineer. Any improvement guarantees shall be posted prior to final plat approval.*
- *Registered PA Land Surveyor is required to certify all lot/tract boundary descriptions.*
- *When applicable, zoning compliance to be verified by Municipal Zoning Officer.*
- *Appropriate sewage module component should be processed prior to final plat approval.*
- *Final plats must be recorded within 90 days of approval.*

**Review comment with cited ordinance provisions are based on municipal regulations on file with the *County Planning Commission.***

Purpose: To construct 3,200 SF storage building at Dauphin County Technical School

Comments:

1. All signatures, certifications, dedications, and notarizations required by the subdivision and land development ordinance should be in place before final approval. (Section 180-404.E)
2. Revise Notes #1 and #2 on title page to reflect correct title and municipality.
3. Provide scale of location map. (Section 180-404.C.1)
4. Show full extent of property with features and requirements contained in Sections 180-404.C.3-180-404.C.7, as well as adjoining property information required in 180-404.C.11 and street/utility information required in 180-404.C.15.

**Plan No.** 20-076

| **Plat Specifications** | | **Yes** | **No** | **N/A** |
|---|---|---|---|---|
| 1. Name of proposed subdivision/land development shown | | ✓ | | |
| 2. Owner/developer name, address & telephone number shown | | ✓ | | |
| 3. Municipality name shown | | ✓ | | |
| 4. Tax parcel number/Deed reference shown/Instrument # | | ✓ | | |
| 5. North point shown | | ✓ | | |
| 6. Map scale shown (written/graphic) | | ✓ | | |
| 7. Date of plan preparation shown | | ✓ | | |
| 8. Certification of surveyor/engineer/landscape architect shown *(need seal/sign)* | | | ✓ | |
| 9. Location map shown | | ✓ | | |
| 10. Total property map (bearings, distances, area, primary control point) shown | | | ✓ | |
| 11. Names of adjacent landowners/subdivision shown | | | ✓ | |
| 12. Lot numbers shown | | | | ✓ |
| 13. Lot dimensions shown *(as surveyed)* | | | ✓ | |
| 14. Lot areas shown | | ✓ | | |
| 15. Permanent monuments and markers shown | | | ✓ | |
| 16. Building setbacks shown | | | ✓ | |
| 17. Existing natural features shown - | Wetlands | ✓ | | |
| | Floodplains | ✓ | | |
| | Woodlands, streams, etc. | | ✓ | |
| 18. Contours at required interval shown | | ✓ | | |
| 19. Easements shown and identified | | ✓ | | |
| 20. Existing man-made features shown - | Building (s) | | ✓ | |
| | Storm drainage facilities | | ✓ | |
| | Sewer mains | | ✓ | |
| | Water mains | | ✓ | |
| 21. Proposed man-made features shown – | Building (s) | ✓ | | |
| | Storm drainage facilities | ✓ | | |
| | Sewer disposal – public(✓) on-lot () | | | ✓ |
| | Water supply – public (✓) well ( ) | | | ✓ |
| 22. Existing streets shown - | Name | | ✓ | |
| | R/W width | | ✓ | |
| | Paving width | | ✓ | |
| | Dedicated R/W width | | ✓ | |
| 23. Proposed streets shown - | Name | | | ✓ |
| | R/W width | | | ✓ |
| | Paving width | | | ✓ |
| | Profiles | | | ✓ |
| 24. Curbs shown | | | ✓ | |
| 25. Sidewalks shown | | | ✓ | |
| 26. Existing and proposed coverage shown | | ✓ | | |
| 27. Parking schedule provided shown | | | | ✓ |
| 28. Traffic study completed | | | | ✓ |
| 29. Recreation area shown/fee in-lieu-of provided | | | | ✓ |
| 30. Erosion and sedimentation control plan shown | | ✓ | | |
| 31. Statement of ownership, signature and notarization shown *(need sign/notar.)* | | | ✓ | |
| 32. Dedicatory statement shown | | | | ✓ |
| 33. Approval blocks shown | | ✓ | | |
| 34. PADOT Highway Occupancy Permit statement shown | | | | ✓ |
| 35. Consistency with Future Land Use plans - | County plans | ✓ | | |
| | Municipal plans | ✓ | | |

2201 North Front Street, Suite 200
Harrisburg, PA 17110
717.635.2835

www.kandwengineers.com

August 26, 2020

Lower Paxton Township
Board of Commissioners
425 Prince Street
Harrisburg, PA 17109

Re: Dauphin County Technical School (DCTS)
6001 Locust Lane
Harrisburg, PA 17109
Request for Relief from Certain SALDO Requirements
K&W Project No. 2293.001

Dear Commissioners:

On behalf of DCTS, we are requesting the following one (1) waiver from the Township's Subdivision and Land Development Ordinance (SALDO).

1. **§180-515.E.**
   REQUIREMENT: Street trees shall be required in all subdivision and land developments on the following: For existing and new arterial, collector and minor streets, as defined herein, a quantity of one street tree for every 50 linear feet of street frontage shall be provided. Street trees shall be planted no closer than 30 feet on center or father than 75 feet on center along each side of the street.

   *REQUESTED RELIEF: As the proposed project is for an accessory building with no major development and located in the rear of the property behind the existing school, we are respectfully requesting that the requirement for street trees be waived for this project. The proposed frontage also has power lines that run the whole front of the property that would make the planting of trees not feasible.*

Please do not hesitate to contact us with any questions or to discuss these requests. Thank you.

**K&W**

William C. Pompeii II, RLA
Project Manager

GRAPHIC SCALE
80 40 0 80
1"= 80 FEET

K&W
DESIGNING ENVIRONMENTS
2201 North Front Street, Suite 200
Harrisburg, PA 17110
P: 717.635.2835
www.kandwengineers.com

PRELIMINARY/FINAL LAND DEVELOPMENT PLAN

# STORAGE BUILDING
FOR
# DAUPHIN COUNTY TECHNICAL SCHOOL

LOWER PAXTON TOWNSHIP
DAUPHIN COUNTY, PA

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
J. MARC KUROWSKI
ENGINEER
No. 032032-E

PROFESSIONAL SEAL

| | |
|---|---|
| SCALE: | AS SHOWN |
| DATE: | SEPTEMBER 10, 2020 |
| K&W PROJECT: | 2293.001 |
| DRAWN BY: | PKB |
| CAD DRAWING: | 2293001-B_EXF.dwg |

REVISIONS

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PLAN TYPE:
**OVERALL PLAN**

SHEET:
**1 OF 1**

2293001B-2293.001 Bldg Expansion-MASTER-2293001-B_EXF.dwg Mar 24,2021 - 9:26:11 AM EDT jjohnson

XRefs: -:\Fnl\0293001-01_xr SUR.dwg -:\Fnl\0293001-01_xr GRADE.dwg
Images: -:\Fnl\0293001\PLAN.png

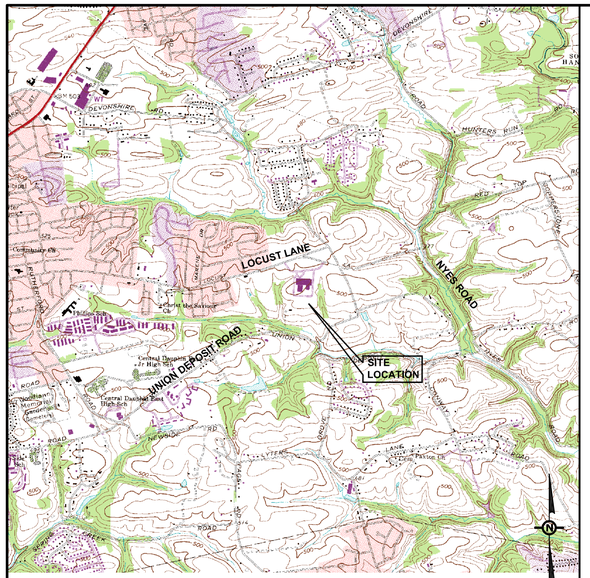
# PRELIMINARY/FINAL LAND DEVELOPMENT PLAN

# STORAGE BUILDING

## FOR

# DAUPHIN COUNTY TECHNICAL SCHOOL

## LOWER PAXTON TOWNSHIP
## DAUPHIN COUNTY, PENNSYLVANIA




**LOCATION MAP**

SCALE: 1"=XXXXX FEET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## UTILITY INFORMATION

THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF ACT 287 OF 1974 AS AMENDED BY ACT 187 OF 1996 FOR NOTIFICATION OF UTILITIES BEFORE EXCAVATION IN CONTRACT AREA. THE UNDERGROUND UTILITIES LOCATION CALL NUMBER IS 1-800-242-1776.

PA ONE-CALL SERIAL NUMBER: 20201754542
PA ONE-CALL SERIAL NUMBER DATE: 6/23/2020

THE FOLLOWING UTILITY FACILITY OWNERS WERE NOTIFIED BY THE PA ONE-CALL SYSTEM, INC.

LOWER PAXTON TOWNSHIP
425 PRINCE STREET #105
HARRISBURG, PA 17109

VERIZON PENNSYLVANIA LLC
11TH FLOOR STRAWBERRY SQUARE
HARRISBURG, PA 17101

ZAYO BANDWIDTH
1821 30TH St
BOULDER, CO 80301

PPL ELECTRIC UTILITIES CORPORATION
1801 BROOKWOOD STREET
HARRISBURG, PA 17104

COMCAST CABLE COMMUNICATIONS INC
1701 JOHN F KENNEDY BLVD
PHILADELPHIA, PA 19103

UGI UTILITIES HARRISBURG
1500 PAXTON ST
HARRISBURG, PA 17104

## CERTIFICATE OF OWNERSHIP, ACKNOWLEDGMENT OF PLAN AND OFFER OF DEDICATION (OWNER)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF DAUPHIN

ON THIS, THE _____ DAY OF _____, 20___, BEFORE ME, THE UNDERSIGNED OFFICER PERSONALLY APPEARED _____ WHO, BEING DULY SWORN OR AFFIRMED
[OWNER'S NAME]
ACCORDING TO LAW, DEPOSES AND SAYS THAT HE IS THE OWNER OF THE PROPERTY SHOWN ON THE PLAN, THAT THE PLAN THEREOF WAS MADE AT HIS DIRECTION, THAT HE ACKNOWLEDGES THE SAME TO BE HIS ACT AND PLAN, THAT HE DESIRES THE SAME TO BE RECORDED AND THAT ALL STREETS AND OTHER PROPERTY IDENTIFIED AS PROPOSED PUBLIC PROPERTY (EXCEPTING THOSE AREAS LABELED NOT FOR DEDICATION) ARE HEREBY DEDICATED TO THE PUBLIC USE.

_____

_____

MY COMMISSION EXPIRES _____

## PLAN PREPARER

KUROWSKI & WILSON, LLC
2201 N FRONT ST, SUITE 200
HARRISBURG, PA 17110

TELEPHONE: 717.635.2835
CONTACT: WILLIAM C. POMPEII II, R.L.A.

## SITE SURVEYOR

KUROWSKI & WILSON, LLC
2201 N FRONT ST, SUITE 200
HARRISBURG, PA 17110

TELEPHONE: 717.635.2835
CONTACT: DENNIS P. BURKHARD, P.L.S.

## CERTIFICATE OF ACCURACY (PLAN)

I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE SUBDIVISION PLAN SHOWN AND DESCRIBED HEREON IS TRUE AND CORRECT. _____, 20_____.

_____
, P.E.

## CERTIFICATE OF ACCURACY (SURVEY)

I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE BOUNDARY SURVEY SHOWN AND DESCRIBED HEREON IS TRUE AND CORRECT. _____, 20_____.

_____
P.L.S.

## LANDOWNER AND DEVELOPER

ADDRESS: DAUPHIN COUNTY AREA VOCATIONAL TECHNICAL SCHOOL AUTHORITY
6001 LOCUST LANE
HARRISBURG, PA 17109

CONTACT: RALPH MILLER
MAINTENANCE TEAM LEADER

TELEPHONE: 717.652.3170

## ZONING DATA

ZONING DISTRICT: INSTITUTIONAL - IN

| ITEM | REQUIRED | EXISTING | PROPOSED |
|---|---|---|---|
| LOT AREA | 15,000 SF | 2049139.64 SF | 2049139.64 SF |
| LOT WIDTH | 100 FEET | >2000 FEET | >2000 FEET |
| FRONT YARD SETBACK | 40 FEET | 40 FEET | 40 FEET |
| SIDE YARD SETBACK | 25 FEET | 25 FEET | 25 FEET |
| REAR YARD SETBACK | 25 FEET | 25 FEET | 25 FEET |
| TOTAL LOT COVERAGE | 75% | 641,179.39 SF - 31.29% | 641,179.39 SF - 31.29% |
| BUILDING COVERAGE | 60% | 257,800 SF - 12.6% | 261,000 SF - 12.7% |
| TOTAL AREA TO BE DEVELOPED: | 3200 SF | | |
| PROPOSED WATER SUPPLY: | NONE | | |
| PROPOSED SEWER SUPPLY: | NONE | | |

## SITE DATA

ADDRESS: DAUPHIN COUNTY AREA VOCATIONAL TECHNICAL SCHOOL AUTHORITY
6001 LOCUST LANE
HARRISBURG, PA 17109
TAX PARCEL: 35-061-077-000-0000
DEED REFERENCE: 0005200251
TOTAL TRACT AREA: 47 ACRES

## SHEET INDEX


1. COVER SHEET
2. EXISTING FEATURES & DEMOLITION PLAN
3. SITE LAYOUT, GRADING, E&S, & UTILITY PLAN
4. E&S NOTES & DETAILS


## DAUPHIN COUNTY PLANNING COMMISSION

THIS PLAN REVIEWED BY THE DAUPHIN COUNTY PLANNING COMMISSION THIS _____ DAY OF _____, 20_____.

CHAIRMAN_____

SECRETARY_____

## CERTIFICATE FOR REVIEW BY TOWNSHIP ENGINEER

THIS PLAN REVIEWED BY THE LOWER PAXTON TOWNSHIP ENGINEER THIS _____ DAY OF _____, 20_____.

TOWNSHIP ENGINEER_____

## CERTIFICATE FOR APPROVAL BY TOWNSHIP PLANNING COMMISSION

THIS PLAN RECOMMENDED FOR APPROVAL BY THE LOWER PAXTON PLANNING COMMISSION THIS _____ DAY OF _____, 20_____.

CHAIRMAN_____

SECRETARY_____

## CERTIFICATE FOR APPROVAL BY TOWNSHIP BOARD OF SUPERVISORS

THIS PLAN APPROVED BY THE LOWER PAXTON TOWNSHIP BOARD OF SUPERVISORS, AND ALL CONDITIONS IMPOSED WITH RESPECT TO SUCH APPROVAL WERE COMPLETED ON THIS _____ DAY OF _____, 20_____.

CHAIRMAN_____

SECRETARY_____

## GENERAL NOTES

1. THE PURPOSE OF THIS PLAN IS TO CONSTRUCT A BUILDING FOR SHALOM HOUSE TRANSITIONAL HOUSING.
2. ALL PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PROJECT AREA SHALL CONFORM TO THE LATEST EDITION OF THE CITY OF HARRISBURG'S CODES AND SPECIFICATIONS.
3. NOTHING SHALL BE PLACED, PLANTED, SET, OR PUT WITHIN THE AREA OF ANY EXISTING OR PROPOSED EASEMENT THAT WOULD ADVERSELY AFFECT THE FUNCTION OF THE EASEMENT OR CONFLICT WITH ANY EXISTING OR PROPOSED EASEMENT AGREEMENT.
4. UPON APPROVAL AND PRIOR TO ANY CONSTRUCTION ACTIVITY, THE DEVELOPER/OWNER SHALL ARRANGE A PRE-CONSTRUCTION MEETING AND REQUIRED SITE WORK INSPECTIONS WITH THE CITY OF HARRISBURG'S ENGINEERING DEPARTMENT.
5. THE OWNER IS RESPONSIBLE FOR THE INSTALLATION OF ALL PROPOSED UNDERGROUND UTILITIES SHOWN HEREON AND SHALL INSTALL THE PROPOSED UTILITIES TO THE SPECIFICATIONS OF THE CITY AND SERVING UTILITY COMPANIES.
6. LOCATIONS, SIZES, AND MATERIAL TYPES OF ABOVE AND BELOW GROUND UTILITY LINES, APPURTENANCES AND STRUCTURES AS DEPICTED HEREON ARE PER OBSERVABLE, ABOVE-GROUND EVIDENCE IN RELATION TO INTERPRETATIONS OF FURNISHED RECORD UTILITY INFORMATION. THEY ARE PLOTTED AS ACCURATELY AND AS COMPLETELY AS POSSIBLE FROM SAID EVIDENCE AND FURNISHED INFORMATION, BUT THEY ARE NOT ENTIRELY FIELD-VERIFIED AND MUST BE CONSIDERED APPROXIMATE. KUROWSKI AND WILSON, LLC MAKES NO GUARANTEE AS TO THE PRECISE LOCATIONS OR DEPTHS OF UNDERGROUND UTILITIES. IN ADDITION, THERE MAY BE OTHER ACTIVE OR ABANDONED UNDERGROUND UTILITY LINES, APPURTENANCES AND STRUCTURES OF WHICH THE DESIGNER AND SURVEYOR HAVE NOT BEEN ADVISED. PRIOR TO ANY EXCAVATION OR DEMOLITION, IT IS IMPERATIVE THAT SUCH UTILITY LOCATIONS, DEPTHS, SIZES AND MATERIAL TYPES BE VERIFIED THROUGH THE PA ONE-CALL SYSTEM AND/OR THROUGH THE INDIVIDUAL UTILITY COMPANY OR AUTHORITY.
7. THE SITE IS SERVED BY PUBLIC WATER.
8. THE SITE IS SERVED BY PUBLIC SEWER.
9. NO PORTIONS OF THE SITE LIE WITHIN THE 100-YEAR FLOOD FRINGE AREA AND THE SITE DEVELOPMENT WILL COMPLY WITH ALL APPLICABLE CITY ORDINANCES IN EFFECT AT THE TIME OF THIS LAND DEVELOPMENT PLAN SUBMISSION.
10. THERE ARE NO WETLANDS WITHIN THE PROJECT SITE.

PRELIMINARY/FINAL LAND DEVELOPMENT PLAN
STORAGE BUILDING FOR DAUPHIN COUNTY TECHNICAL SCHOOL
LOWER PAXTON TOWNSHIP DAUPHIN COUNTY, PA

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
J. MARC KUROWSKI
ENGINEER
No. 052032-E

PROFESSIONAL SEAL

| | |
|---|---|
| SCALE: | AS SHOWN |
| DATE: | JULY 10, 2020 |
| K&W PROJECT: | 2293.001 |
| DRAWN BY: | PKB |
| CAD DRAWING: 2293001-A_COVER.dwg | |

REVISIONS

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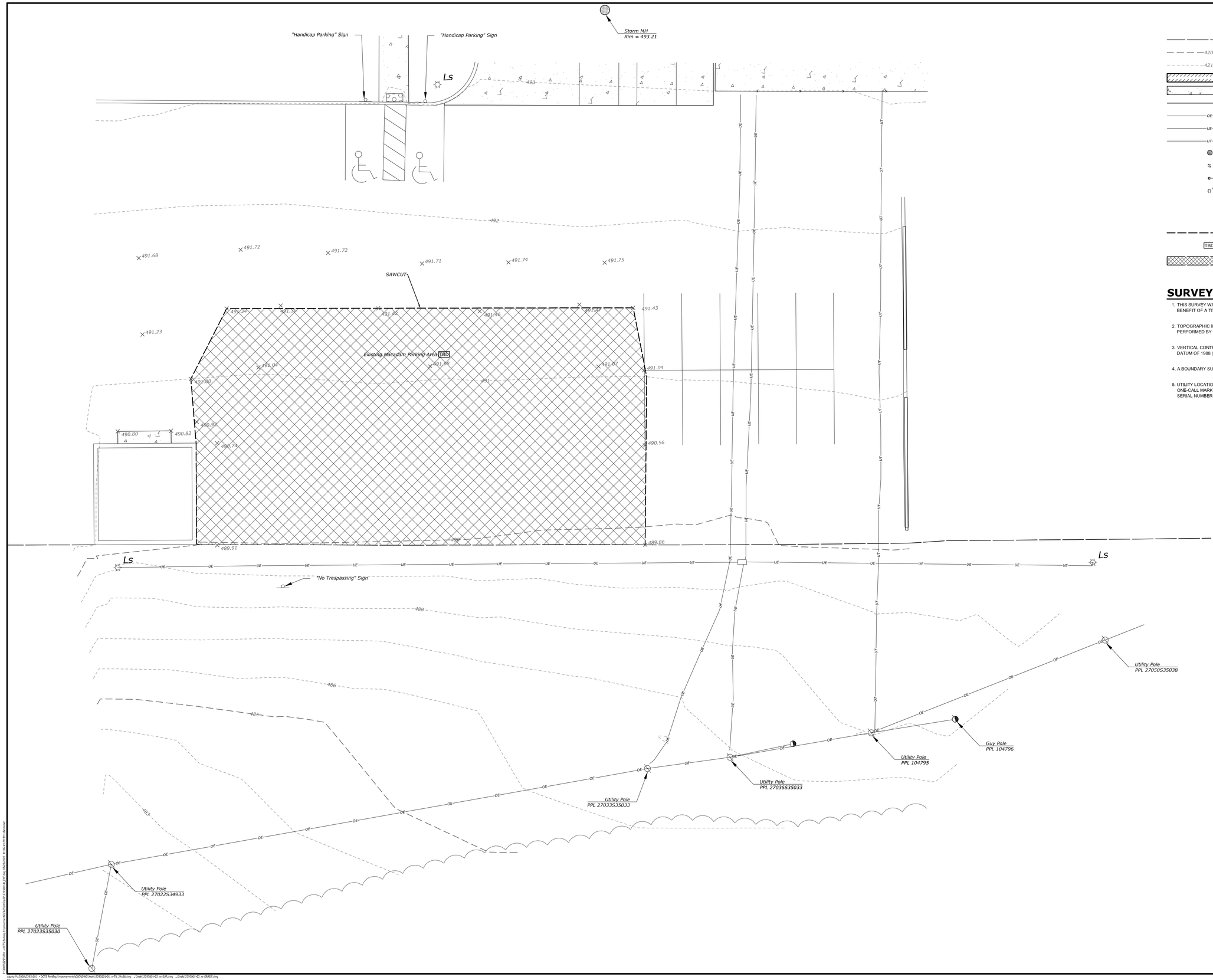
PLAN TYPE:
**COVER SHEET**

SHEET:
**1 OF 4**




EXISTING AND DEMOLITION FEATURES

420

421

DE

UE

UT

Ls

TBD

## SURVEY NOTES

1. THIS SURVEY WAS PERFORMED AND MAPPING PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
2. TOPOGRAPHIC INFORMATION SHOWN ARE BASED ON A FIELD SURVEY PERFORMED BY K&W ENGINEERS, COMPLETED JUNE 2020.
3. VERTICAL CONTROL IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
4. A BOUNDARY SURVEY WAS NOT PERFORMED AS PART OF THIS SURVEY.
5. UTILITY LOCATIONS ARE BASED ON SURFACE EVIDENCE AND LIMITED PA ONE-CALL MARKINGS AT THE TIME OF THE FIELD SURVEY. PA ONE-CALL SERIAL NUMBER 2020175542 WAS ASSIGNED ON JUNE 23, 2020.

GRAPHIC SCALE

10 0 5 10

1"= 10 FEET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PRELIMINARY/FINAL LAND DEVELOPMENT PLAN

# STORAGE BUILDING FOR DAUPHIN COUNTY TECHNICAL SCHOOL

LOWER PAXTON TOWNSHIP

DAUPHIN COUNTY, PA

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
J. MARC KUROWSKI
ENGINEER
No. 052032-E

PROFESSIONAL SEAL

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|---|---|
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| DATE: | JULY 10, 2020 |
| K&W PROJECT: | 2293.001 |
| DRAWN BY: | PKB |
| CAD DRAWING: 2293001-B_EXF.dwg | |

REVISIONS

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PLAN TYPE:

**EXISTING FEATURES & DEMOLITION PLAN**

SHEET:

**2 OF 4**

2020/2021/2020 - DCTS Parking Improvements\CAD\DWG\Draft\2293001-B1_xrf$_24x36.dwg ...\Draft\2293001-B2_xr SUP.dwg ...\Draft\2293001-B2_xr GRADE.dwg
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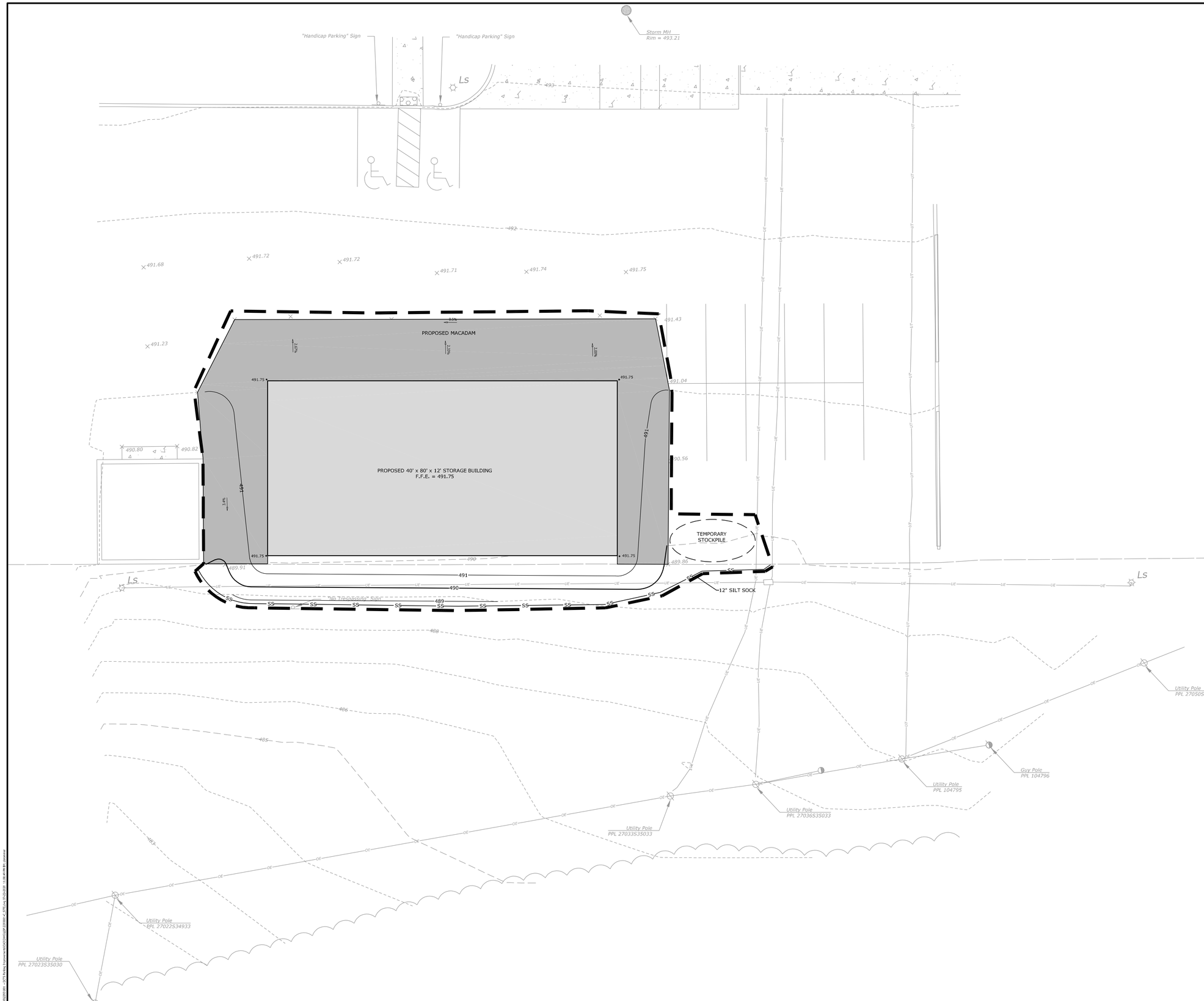


## LEGEND — PROPOSED SITE FEATURES

- BUILDING LINE
- CENTER LINE
- CONCRETE SURFACE
- CURB
- EDGE OF BITUMINOUS PAVEMENT
- STANDARD DUTY PAVEMENT
- POROUS PAVEMENT
- PAVEMENT OVERLAY
- HEAVY DUTY PAVEMENT
- PAINTED STRIPE TRAFFIC ISLAND
- EDGE OF ROADWAY SHOULDER
- EASEMENT LINE
- PROPERTY LINE
- RIGHT OF WAY LINE

## LEGEND — PROPOSED GRADING FEATURES

- 421 — INTERMEDIATE CONTOUR LINES
- 420 — INDEX CONTOUR LINES
- 422.53 — SPOT ELEVATIONS
- 2.00% — SLOPE OR GRADE LABEL

## GRADING NOTES

1. FINISHED GRADE ALONG THE EXTERIOR FACE OF THE BUILDING SHALL BE 491.75 UNLESS OTHERWISE NOTED.
2. POSITIVE DRAINAGE SHALL BE PROVIDED ACROSS THE ENTIRE PROJECT AREA AND DIRECTED TOWARDS EXISTING AND PROPOSED DRAINAGE FACILITIES.

## LEGEND — PROPOSED E&S CONTROL PLAN FEATURES

- SS — SILT SOCKS
- SOIL MATERIAL STOCKPILE
- LIMIT OF DISTURBANCE

## GENERAL E&S NOTES

1. BEFORE INITIATING ANY REVISIONS TO THE APPROVED EROSION AND SEDIMENT CONTROL PLAN OR REVISIONS TO OTHER PLANS WHICH MAY AFFECT THE EFFECTIVENESS OF THE APPROVED E&S CONTROL PLAN, THE OPERATOR MUST RECEIVE APPROVAL OF THE REVISIONS FROM THE CUMBERLAND COUNTY CONSERVATION DISTRICT.
2. THE CONTRACTOR IS ADVISED TO BECOME THOROUGHLY FAMILIAR WITH THE PROVISIONS OF THE APPENDIX 64, EROSION CONTROL RULES AND REGULATIONS, TITLE 25, PART 1, DEPARTMENT OF ENVIRONMENTAL PROTECTION, SUBPART C, PROTECTION OF NATURAL RESOURCES, ARTICLE III, WATER RESOURCES, CHAPTER 102, EROSION CONTROL.
3. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN MUST BE AVAILABLE AT THE PROJECT SITE AT ALL TIMES.
4. SPECIAL CARE SHALL BE TAKEN TO PREVENT SEDIMENT LADEN STORMWATER FROM ENTERING ALL STORMWATER MANAGEMENT AND CONVEYANCE FACILITIES UNTIL THE SITE HAS BEEN PROPERLY STABILIZED.

## SOIL LIMITATION RESOLUTIONS

1. SLOPES - EXCAVATIONS SHOULD BE STABILIZED TO PREVENT EROSION AND CONTRACTOR SHOULD EMPLOY PROPER CONSTRUCTION TECHNIQUES TO ENSURE SAFETY ON STEEP SLOPE AREAS.
2. DEPTH OF ROCK - IF BEDROCK IS ENCOUNTERED, REMOVE AS NECESSARY IN ACCORDING WITH PROJECT SPECIFICATIONS.
3. FROST ACTION - CONTRACTOR SHALL CONSULT PROJECT GEOTECHNICAL ENGINEER/INSPECTOR REGARDING ANY SPECIAL MEASURES TO BE TAKEN FOR EARTHWORK WHICH IS TO OCCUR DURING PERIODS OF FROST.
4. SOIL pH LEVELS - CONTRACTOR SHALL HAVE SOIL pH TESTED TO DETERMINE CORRECT FERTILIZER APPLICATION RATES.
5. FLOODING POTENTIAL - ENSURE THAT THE SITE HAS PROPER DRAINAGE.
6. HIGH GROUNDWATER LEVEL - CONTRACTOR SHALL EMPLOY DEWATERING TECHNIQUES AS APPROVED BY THE CONSERVATION DISTRICT. PUMPED WATER FILTER BAGS SHALL BE USED TO DEWATER UTILITY TRENCHES AND BELOW GRADE EXCAVATIONS.
7. EROSION - ANY EROSION THAT OCCURS THAT CAN NOT BE ADDRESSED BY MEASURES FOUND IN THE PLANS THE CONTRACTOR SHALL CONTACT THE SITE DESIGN ENGINEER AND THE CONSERVATION DISTRICT.
8. BASIN AREAS AND EMBANKMENTS - FILL FOR BASIN EMBANKMENTS SHALL BE COMPACTED IN 8" LIFTS TO 98% MAXIMUM DRY DENSITY (STANDARD PROCTOR) ±2% MOISTURE CONTENT PER PER ASTM D-1557. ANTI-SEEP COLLARS SHALL BE INSTALLED ON A BASIN DISCHARGE PIPING TO PREVENT SEEPAGE OF WATER FROM THE BASIN. CONSULT WITH SITE DESIGN ENGINEER FOR THE SPECIFIC ANTI-SEEP COLLAR SIZE REQUIREMENTS.

GRAPHIC SCALE
10 5 0 5 10
1"= 10 FEET


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# STORAGE BUILDING FOR DAUPHIN COUNTY TECHNICAL SCHOOL

LOWER PAXTON TOWNSHIP — DAUPHIN COUNTY, PA

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
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PROFESSIONAL SEAL

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|---|---|
| SCALE: | AS SHOWN |
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| K&W PROJECT: | 2293.001 |
| DRAWN BY: | PKB |
| CAD DRAWING: 2293001-C_SITE.dwg | |

| REVISIONS NO. | DATE | DESCRIPTION |
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PLAN TYPE:
**SITE LAYOUT, GRADING, E&S, & UTILITY PLAN**

SHEET:
**3 OF 4**

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Images: --|PHOTO|$(PhLst)

# E&S CONTROL PLAN STANDARD NOTES

1. ALL EARTH DISTURBANCE, INCLUDING CLEARING AND GRUBBING AS WELL AS CUTS AND FILLS SHALL BE DONE IN ACCORDANCE WITH THE APPROVED E&S PLAN. A COPY OF THE APPROVED DRAWINGS (STAMPED SIGNED AND DATED BY THE REVIEW AGENCY) MUST BE AVAILABLE AT THE PROJECT SITE AT ALL TIMES. THE REVIEWING AGENCY SHALL BE NOTIFIED OF ANY CHANGES TO THE APPROVED PLAN PRIOR TO IMPLEMENTATION OF THOSE CHANGES. THE REVIEWING AGENCY MAY REQUIRE A WRITTEN SUBMITTAL OF THOSE CHANGES FOR REVIEW AND APPROVAL AT ITS DISCRETION.
2. AT LEAST 7 DAYS BEFORE STARTING ANY EARTH DISTURBANCE ACTIVITIES, INCLUDING CLEARING AND GRUBBING, THE OWNER AND/OR OPERATOR SHALL INVITE ALL CONTRACTORS INVOLVED IN THOSE ACTIVITIES, THE LANDOWNER, ALL APPROPRIATE MUNICIPAL OFFICIALS AND THE EROSION AND SEDIMENT CONTROL PLAN PREPARER TO AN ON-SITE PRE-CONSTRUCTION MEETING.
3. AT LEAST 3 DAYS PRIOR TO STARTING ANY EARTH EARTH DISTURBANCE ACTIVITIES, OR EXPANDING INTO AN AREA PREVIOUSLY UNMARKED, THE PENNSYLVANIA ONE CALL SYSTEM INCORPORATED SHALL BE NOTIFIED AT 1-800-242-1776 FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES.
4. ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH SEQUENCE PROVIDED ON THE PLAN DRAWINGS. DEVIATION FROM THE SEQUENCE MUST BE APPROVED IN WRITING FROM THE LOCAL CONSERVATION DISTRICT OR BY THE DEPARTMENT PRIOR TO IMPLEMENTATION.
5. AREAS TO BE FILLED ARE TO BE CLEARED, GRUBBED, AND STRIPPED OF TOPSOIL TO REMOVE TREES, VEGETATION, ROOTS AND OTHER OBJECTIONABLE MATERIAL.
6. CLEARING, GRUBBING, AND TOPSOIL STRIPPING SHALL BE LIMITED TO THOSE AREAS DESCRIBED IN EACH STAGE OF THE CONSTRUCTION SEQUENCE. GENERAL SITE CLEARING, GRUBBING AND TOPSOIL STRIPPING MAY NOT COMMENCE IN ANY STAGE OR PHASE OF THE PROJECT UNTIL THE E&S BMPS SPECIFIED BY THE BMP SEQUENCE FOR THAT STAGE OR PHASE HAVE BEEN INSTALLED AND ARE FUNCTIONING AS DESCRIBED IN THE E&S PLAN.
7. AT NO TIME SHALL CONSTRUCTION VEHICLES BE ALLOWED TO ENTER AREAS OUTSIDE OF THE LIMIT OF DISTURBANCE BOUNDARIES SHOWN ON THE PLAN MAPS. THESE AREAS MUST BE CLEARLY MARKED AND FENCED OFF BEFORE CLEARING AND GRUBBING OPERATIONS BEGIN.
8. TOPSOIL REQUIRED FOR THE ESTABLISHMENT OF VEGETATION SHALL BE STOCKPILED AT THE LOCATION(S) SHOWN ON THE PLAN MAP(S) IN AN AMOUNT NECESSARY TO COMPLETE THE FINISH GRADING OF ALL EXPOSED AREAS THAT ARE TO BE STABILIZED BY VEGETATION. EACH STOCKPILE SHALL BE PROTECTED IN THE MANNER SHOWN ON THE PLAN DRAWINGS. STOCKPILE HEIGHTS SHALL NOT EXCEED 35 FEET. STOCKPILE SLOPES SHALL BE 2H:1V OR FLATTER.
9. IMMEDIATELY UPON DISCOVERING UNFORESEEN CIRCUMSTANCES POSING THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION, THE OPERATOR SHALL IMPLEMENT APPROPRIATE BEST MANAGEMENT PRACTICES TO ELIMINATE THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION AND NOTIFY THE LOCAL CONSERVATION DISTRICT AND/OR THE REGIONAL OFFICE OF THE DEPARTMENT.
10. ALL BUILDING MATERIALS AND WASTES SHALL BE REMOVED FROM THE SITE AND RECYCLED OR DISPOSED OF IN ACCORDANCE WITH THE DEPARTMENTS SOLID WASTE MANAGEMENT REGULATIONS AT 25 PA. CODE 260.1 ET. SEQ., 271.1 ET. SEQ. NO BUILDING MATERIALS OR WASTES OR UNUSED BUILDING MATERIALS SHALL BE BURNED, BURIED, DUMPED, OR DISCHARGED AT THE SITE.
11. ALL OFF-SITE WASTE AND BORROW AREAS MUST HAVE AN E&S PLAN APPROVED BY THE LOCAL CONSERVATION DISTRICT OR THE DEPARTMENT FULLY IMPLEMENTED PRIOR TO BE ACTIVATED.
12. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ANY MATERIAL BROUGHT ONTO THE SITE IS CLEAN FILL. FORM FP-001 MUST BE RETAINED BY THE PROPERTY OWNER FOR ANY FILL MATERIAL AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE BUT QUALIFYING AS CLEAN FILL DUE TO ANALYTICAL TESTING.
13. ALL PUMPING OF WATER FROM ANY WORK AREA SHALL BE DONE ACCORDING TO THE PROCEDURES DESCRIBED ON THE PLAN. OVER UNDISTURBED VEGETATED AREAS. ALL PUMPING OF SEDIMENT LADEN WATER SHALL BE THROUGH A SEDIMENT CONTROL BMP, SUCH AS A PUMPED WATER FILTER BAG OR EQUIVALENT SEDIMENT REMOVAL FACILITY, OVER UNDISTURBED VEGETATED AREAS.
14. VEHICLES AND EQUIPMENT MAY NEITHER ENTER DIRECTLY NOR EXIT DIRECTLY ONTO ANY PUBLIC ROADWAY WITHOUT USING A ROCK CONSTRUCTION ENTRANCE.
15. UNTIL THE BUILDING IS STABILIZED, ALL EROSION AND SEDIMENT CONTROL BMPS SHALL BE MAINTAINED PROPERLY. MAINTENANCE SHALL INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENT BMPS AFTER EACH RUNOFF EVENT AND ON A WEEKLY BASIS. ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEAN OUT, REPAIR REPLACEMENT, REGRADING, RESEEDING, REMULCHING, AND RENETTING MUST BE PREFORMED IMMEDIATELY. IF THE E&S BMPS FAIL TO PERFORM AS EXPECTED, REPLACEMENT BMPS, OR MODIFICATIONS OF THOSE INSTALLED IS REQUIRED.
16. A LOG SHOWING DATES THAT THE E&S BMPS WERE INSPECTED AS WELL AS ANY DEFICIENCIES FOUND AND THE DATE THEY WERE CORRECTED SHALL BE MAINTAINED ON THE SITE AND BE MADE AVAILABLE TO REGULATORY AGENCY OFFICIALS AT THE TIME OF INSPECTION.
17. SEDIMENT TRACKED ONTO PUBLIC ROADWAY OR SIDEWALK SHALL BE RETURNED TO THE CONSTRUCTION SITE BY THE END OF EACH WORK DAY AND DISPOSED OF IN A MANNER DESCRIBED IN THE PLAN. IN NO CASE SHALL THE SEDIMENT BE WASHED, SHOVELED, OR SWEPT INTO A ROAD SIDE DITCH, STORM SEWER OR SURFACE WATER.
18. ALL SEDIMENT REMOVED FROM BMPS SHALL BE DISPOSED OF IN A MANNER DESCRIBED ON THE PLAN DRAWINGS.
19. AREAS WHICH ARE TO BE TOPSOILED SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 3 TO 5 INCHES-6 TO 12 INCHES OF COMPACTED SOILS- PRIOR TO PLACEMENT OF TOPSOIL. AREAS TO BE VEGETATED SHALL HAVE A MINIMUM 4 INCHES OF TOPSOIL IN PLACE PRIOR TO SEEDING AND MULCHING. FILL OUT SLOPES SHALL HAVE A MINIMUM OF 2 INCHES OF TOPSOIL.
20. ALL FILLS SHALL BE COMPACTED AS REQUIRED TO REDUCE EROSION, SLIPPAGE, SETTLEMENT, SUBSIDENCE OR OTHER RELATED PROBLEMS. FILL INTENDED TO SUPPORT BUILDINGS, STRUCTURES AND CONDUITS ETC. SHALL HAVE A MINIMUM 2 INCHES OF TOPSOIL.
21. ALL EARTHEN FILLS SHALL BE PLACED IN COMPACTED LAYERS NOT TO EXCEED 9 INCHES IN THICKNESS.
22. FILL MATERIALS SHALL BE FREE OF FROZEN PARTIALS, BRUSH, ROOTS, SOD, OR OTHER FOREIGN OR OBJECTIONABLE MATERIALS THAT WOULD INTERFERE WITH OR PREVENT CONSTRUCTION OF SATISFACTORY FILLS.
23. FROZEN MATERIALS OR SOFT, MUCKY, OR HIGHLY COMPRESSIBLE MATERIALS SHALL NOT BE INCORPORATED INTO FILLS.
24. FILL SHALL NOT BE PLACED ON SATURATED OR FROZEN SURFACES.
25. SEEPS OR SPRINGS ENCOUNTERED DURING CONSTRUCTION SHALL BE HANDLED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS FOR SUBSURFACE DRAIN OR OTHER APPROVED METHOD.
26. ALL GRADED AREAS SHALL BE PERMANENTLY STABILIZED IMMEDIATELY UPON REACHING FINISHED GRADE. CUT SLOPES IN COMPETENT BEDROCK AND ROCK FILLS NEED TO BE VEGETATED. SEEDING IN AREAS WITHIN 50 FEET OF A SURFACE WATER, OR AS OTHERWISE SHOWN ON THE PLAN DRAWINGS, SHALL BE BLANKED ACCORDING TO THE STANDARDS OF THE PLAN.
27. IMMEDIATELY AFTER EARTH DISTURBANCE ACTIVITIES CEASE IN ANY AREA OR SUBAREA OF THE PROJECT, THE OPERATOR SHALL STABILIZE ALL DISTURBED AREAS. DURING NON-GERMINATING MONTHS, MULCH OR PROTECTIVE BLANKETING SHALL BE APPLIED AS DESCRIBED ON THE PLAN. AREAS NOT AT FINISHED GRADE, WHICH WILL BE REACTIVATED WITHIN 1 YEAR, MAY BE STABILIZED IN ACCORDANCE WITH THE PERMANENT STABILIZATION SPECIFICATIONS.
28. PERMANENT STABILIZATION IS DEFINED AS A MINIMUM UNIFORM 70% PERENNIAL VEGETATIVE COVER OR OTHER PERMANENT NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED EROSION. CUT AND FILL SLOPES SHALL BE CAPABLE OF RESISTING FAILURE DUE TO SLUMPING, SLIDING OR OTHER MOVEMENTS.
29. E&S BMPS SHALL REMAIN FUNCTIONAL AS SUCH UNTIL ALL AREAS TRIBUTARY TO THEM ARE PERMANENTLY STABILIZED OR UNTIL THEY ARE REPLACED BY ANOTHER BMP APPROVED BY THE LOCAL CONSERVATION DISTRICT OR THE DEPARTMENT.
30. UPON COMPLETION OF ALL EARTH DISTURBANCE ACTIVITIES AND PERMANENT STABILIZATION OF ALL DISTURBED AREAS, THE OWNER AND/OR OPERATORS SHALL CONTACT THE CUMBERLAND COUNTY CONSERVATION DISTRICT FOR AN INSPECTION PRIOR TO THE REMOVAL OF THE E&S BMP'S.
31. AFTER FINAL SITE STABILIZATION HAS BEEN ACHIEVED, TEMPORARY EROSION AND SEDIMENT BMPS MUST BE REMOVED OR CONVERTED TO PERMANENT POST CONSTRUCTION MANAGEMENT BMPS. AREAS DISTURBED DURING REMOVAL OR CONVERSION OF THE BMPS SHALL BE STABILIZED IMMEDIATELY. IN ORDER TO ENSURE RAPID REVEGETATION OF DISTURBED AREAS, SUCH REMOVAL/CONVERSIONS ARE TO BE DONE ONLY DURING THE GERMINATING SEASON.
32. UPON COMPLETION OF ALL EARTH DISTURBANCE ACTIVITIES AND PERMANENT STABILIZATION OF ALL DISTURBED AREAS, THE OWNER AND/OPERATORS SHALL CONTACT THE LOWER PAXTON TOWNSHIP FOR A FINAL INSPECTION.
33. FAILURE TO CORRECTLY INSTALL E&S BMPS, FAILURE TO PREVENT SEDIMENT-LADEN RUNOFF FROM LEAVING THE CONSTRUCTION SITE, OR FAILURE TO TAKE IMMEDIATE CORRECTIVE ACTION TO RESOLVE FAILURE OF E&S BMPS MAY RESULT IN ADMINISTRATIVE, CIVIL AND/OR CRIMINAL PENALTIES BEING INSTITUTED BY THE DEPARTMENT AS DEFINED IN SECTION 602 OF THE PENNSYLVANIA CLEAN STREAMS LAW. THE CLEAN STREAMS LAW PROVIDES FOR UP TO $10,000 PER DAY CIVIL PENALTIES, UP TO $10,000 IN SUMMARY CRIMINAL PENALTIES, AND UP TO $25,000 IN MISDEMEANOR CRIMINAL PENALTIES FOR EACH VIOLATION.

# TEMPORARY CONTROL MEASURES

1. DURING CONSTRUCTION, THE CONTRACTOR SHALL KEEP THE SITE WELL DRAINED AT ALL TIMES. EROSION AND SEDIMENT BMPS MUST BE CONSTRUCTED, STABILIZED, AND FUNCTIONAL BEFORE SITE DISTURBANCE BEGINS WITHIN THE TRIBUTARY AREAS OF THOSE BMPS.
2. ANY WASTE MATERIAL ACCUMULATED DURING CONSTRUCTION, WHICH WILL NOT BE REUSED IN LATER CONSTRUCTION, SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A RESPONSIBLE AND LEGAL MANNER.
3. ALL UNSTABILIZED SOIL STOCKPILED TEMPORARILY SHALL BE COVERED WITH A TARP OR OTHER SUITABLE STABILIZATION (SEEDED) IN ORDER TO PREVENT WASHOFF WHEN PRECIPITATION IS IMMINENT.
4. TEMPORARY SEEDING SHALL CONSIST OF ANNUAL RYEGRASS (100 PERCENT BY WEIGHT), OR EQUIVALENT, AND SHALL BE PLACED AT THE RATE OF 10 POUNDS PER 1000 SQUARE YARDS. TEMPORARY SEEDING SHALL BE APPLIED TO THOSE AREAS THAT ARE A POTENTIAL EROSION PROBLEM DURING CONSTRUCTION AND TO THOSE AREAS EXPOSED FOR LONGER THAN 20 CALENDAR DAYS. IF CONDITIONS DO NOT PERMIT TEMPORARY SEEDING, MULCHING SHALL BE EMPLOYED. ADDITIONALLY, NITROGEN FERTILIZER (50-50-50) @ ONE (1) TON PER ACRE, AGRICULTURAL LIME @ ONE (1) TON PER ACRE, AND STRAW MULCH @ THREE (3) TONS PER ACRE. STRAW MULCH SHALL BE APPLIED IN LONG STRANDS, NOT CHOPPED OR FINELY BROKEN.
5. A TEMPORARY RISER PIPE SHALL BE INSTALLED IN SEDIMENT BASINS IN ORDER TO FURTHER FILTER STORMWATER DISCHARGE FROM THE SITE. SEE PLAN AND CALCULATIONS FOR DETAILS OF TEMPORARY RISER PIPE.
6. SILT BARRIER FENCE/SILT SOCK SHALL BE PLACED AT CRITICAL EROSION AREAS, AS SHOWN ON THE PLAN, IN ORDER TO PREVENT SEDIMENT FROM ENTERING ONTO PUBLIC ROADWAYS, ADJACENT PROPERTIES AND WATERWAYS.
7. STABILIZED CONSTRUCTION ENTRANCES SHALL BE PLACED AT THE POINT OF CONSTRUCTION INGRESS AND EGRESS AS SHOWN ON THE PLAN. THIS STRUCTURE WILL PREVENT TRACKING AND FLOWING OF SEDIMENT ONTO THE PUBLIC ROADWAY. THE ENTRANCE SHALL REMAIN FUNCTIONAL FOR THE DURATION OF THE PROJECT.
8. WHERE DUST OR WIND EROSION IS A PROBLEM, THE UNSTABLE SURFACE(S) SHALL BE SPRINKLED WITH WATER OR OTHER SUITABLE DUST SUPPRESSOR.
9. ANY WATER PUMPED FROM SANITARY, STORM, OR UTILITY TRENCHES, FOR ANY REASON, SHALL BE DIRECTED THROUGH A BMP SUCH AS A SEDIMENT FILTER BAG DISCHARGING OVER NON-DISTURBED AREAS
10. THE CONTRACTOR SHALL EMPLOY MEASURES DURING CONSTRUCTION TO PREVENT SPILLS OF FUELS OR LUBRICANTS. IF A SPILL OCCURS, IT SHALL BE CONTROLLED IMMEDIATELY TO PREVENT ITS ENTRY INTO NEARBY WATERWAYS.
11. ALL EARTH MOVING ACTIVITIES SHALL BE CARRIED OUT IN SUCH A MANNER AS TO MINIMIZE THE AMOUNT OF DISTURBED AREA.
12. RESPONSIBILITY FOR IMPLEMENTING EROSION AND SEDIMENTATION CONTROL SHALL BE DESIGNATED TO A MINIMUM OF ONE INDIVIDUAL WHO WILL BE PRESENT AT THE PROJECT SITE DAILY.
13. WHEN THE ENGINEER, MUNICIPAL OFFICIAL, OR COUNTY REPRESENTATIVE DETERMINES THAT EROSION CONTROL MEASURES ARE NECESSARY, THAT WERE NOT FORESEEN IN THE DESIGN STAGE, SAID OFFICIAL SHALL ESTIMATE THE EROSION POTENTIAL AND SELECT MEASURES ON THE BASIS OF BOTH COST EFFECTIVENESS AND THE CONSEQUENCES OF THE EROSION.
14. ANY TEMPORARY EROSION CONTROL MEASURE APPLIED TO EXPOSED SOIL SURFACES SHALL REMAIN FUNCTIONAL UNTIL VEGETATION COVER IS SUFFICIENTLY ESTABLISHED.
15. ALL TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE SUBJECT TO APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION FORM 408 SPECIFICATIONS, MOST RECENT EDITION.
16. AFTER FINAL SITE STABILIZATION HAS BEEN ACHIEVED, TEMPORARY EROSION AND SEDIMENT BMPS CONTROLS MUST BE REMOVED. AREAS DISTURBED DURING REMOVAL OF THE BMPS MUST BE STABILIZED IMMEDIATELY.

# SEQUENCE OF CONSTRUCTION

ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE FOLLOWING SEQUENCE. EACH STAGE SHALL BE COMPLETED AND IMMEDIATELY STABILIZED BEFORE ANY FOLLOWING STAGE IS INITIATED. CLEARING, GRUBBING, AND TOPSOIL STRIPPING SHALL BE LIMITED ONLY TO THOSE AREAS DESCRIBED IN EACH STAGE.

IMMEDIATELY UPON DISCOVERING UNFORESEEN CIRCUMSTANCES POSING THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION, THE OPERATOR SHALL IMPLEMENT APPROPRIATE BEST MANAGEMENT PRACTICES (BMPS) TO ELIMINATE THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION.

SCHEDULE SHALL INCLUDE REGULAR INSPECTION AND MAINTENANCE REQUIREMENTS. CONTRACTOR SHALL NOTIFY ENGINEER 48 HOURS PRIOR TO CONSTRUCTION OF STAGES.

AT LEAST SEVEN (7) DAYS BEFORE STARTING ANY EARTH DISTURBANCE ACTIVITIES, THE OWNER AND/OR OPERATOR SHALL INVITE ALL CONTRACTORS INVOLVED IN THOSE ACTIVITIES, THE LANDOWNER, ALL APPROPRIATE MUNICIPAL OFFICIALS, AND THE EROSION AND SEDIMENT CONTROL PLAN PREPARER TO AN ON-SITE PRE-CONSTRUCTION MEETING.

1. AT LEAST THREE (3) DAYS BEFORE STARTING ANY EARTH DISTURBANCE ACTIVITIES, ALL CONTRACTORS INVOLVED IN THOSE ACTIVITIES SHALL NOTIFY THE PENNSYLVANIA ONE CALL SYSTEM INCORPORATED AT 1-800-242-1776 FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES.
2. CONTRACTOR SHALL CLEARLY MARK THE LIMIT OF DISTURBANCE AS SHOWN ON THE PLAN. ORANGE CONSTRUCTION FENCE OR WOODEN STAKES WITH FLAG TAPE ARE ADEQUATE FOR FIELD MARKING. ADDITIONALLY, CONTRACTOR SHALL CLEARLY MARK ALL WATERS OF THE COMMONWEALTH.
3. INSTALL THE 12" COMPOST FILTER SOCK IN THE LOCATIONS SHOWN ON THE PLANS.
4. SAWCUT EXISTING PAVEMENT AS SHOWN ON PLANS.
5. CLEAR AND GRUB THE PORTIONS OF THE SITE FOR THE BUILDING AND DEMO ITEMS AS REQUIRED. STRIP TOPSOIL AND STOCKPILE AT THE TEMPORARY AREA PROVIDED, SURROUND WITH COMPOST FILTER SOCK AND SEED PER TEMPORARY SEEDING SPECIFICATIONS, FERTILIZE AND MULCH. BEGIN BULK EXCAVATION OF THE SITE TO THE REQUIRED GRADES AS SHOWN ON THE PLANS, ANY EXCAVATED SOIL MATERIAL REMOVED FROM THE SITE SHALL ONLY BE PLACED IN AN AREA THAT HAS AN APPROVED EROSION CONTROL PLAN. ENSURE SEDIMENT LADEN RUNOFF IS DIRECTED TO AN APPROPRIATE EROSION CONTROL BMP.
6. PLACE STONE SUBBASE IN AREAS OF PAVING AS SOON AS PRACTICAL TO PREVENT EROSION. E&S MATTING SHALL BE INSTALLED ON DISTURBED SLOPES WHICH ARE 3:1 OR GREATER. CONTRACTOR TO ENSURE SEDIMENT LADEN RUNOFF IS DIRECTED TO AN E&S CONTROL BMP.
7. UPON ACHIEVING FINAL ELEVATION IN THE PROPOSED BUILDING PAD AREAS, EXCAVATE THE BUILDING FOOTERS. POUR CONCRETE FOR FOOTERS; AND CONSTRUCT FOUNDATION WALL. WHEN CONDITIONS WARRANT, THE FOOTERS AND FOUNDATION WALLS MAY BE BACKFILLED. FILL MATERIAL SHALL BE FREE OF ROOTS, SOD, AND OTHER ORGANIC MATERIAL, FROZEN SOIL, STONES, AND DISCARDED CONSTRUCTION MATERIAL. THE FILL SHALL BE PLACED IN 8" LAYERS, WITH EACH LAYER BEING ROLLED AND COMPACTED PRIOR TO THE NEXT LAYER BEING PLACED. WHEN THE AREA REACHES THE PRESCRIBED ELEVATION, THE SUBBASE SHOULD BE THOROUGHLY ROLLED AND COMPACTED TO ELIMINATE ANY SOFT OR UNSETTLED AREAS.
8. INSTALL PAVEMENT OR CONCRETE TO ALL AREAS INDICATED ON THE PLANS AND APPLY TOPSOIL WITH PERMANENT SEEDING TO ALL AREAS TO REMAIN AS LANDSCAPE OR GRASS. IF NEEDED, IMPORT TOPSOIL AND APPLY THE MINIMUM REQUIRED DEPTH TO ESTABLISH PERMANENT VEGETATION. SEED, FERTILIZE, AND MULCH EXPOSED OR DISTURBED AREAS.
9. UPON COMPLETION OF ALL EARTH DISTURBANCE ACTIVITIES AND PERMANENT STABILIZATION OF ALL DISTURBED AREAS, THE OWNER AND/OR OPERATORS SHALL CONTACT LOWER PAXTON TOWNSHIP FOR AN INSPECTION PRIOR TO THE REMOVAL/CONVERSION OF THE E&S BMPS

* STABILIZATION- PERMANENT STABILIZATION IS DEFINED AS A MINIMUM UNIFORM 70% PERENNIAL VEGETATIVE COVER OR OTHER PERMANENT NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED SURFACE EROSION AND SUBSURFACE CHARACTERISTICS SUFFICIENT TO RESIST SLIDING AND OTHER MOVEMENTS.

**IMMEDIATELY AFTER EARTH DISTURBANCE ACTIVITIES CEASE, THE OPERATOR SHALL STABILIZE ANY AREAS DISTURBED BY THE ACTIVITIES. DURING NON-GERMINATING PERIODS, MULCH MUST BE APPLIED AT THE SPECIFIED RATES. DISTURBED AREAS WHICH ARE NOT AT FINISHED GRADE AND WHICH WILL BE REDISTURBED WITHIN 1 YEAR MUST BE STABILIZED IN ACCORDANCE WITH THE TEMPORARY VEGETATIVE STABILIZATION SPECIFICATIONS. DISTURBED AREAS WHICH ARE AT FINISHED GRADE OR WHICH WILL NOT BE REDISTURBED WITHIN 1 YEAR MUST BE STABILIZED IN ACCORDANCE WITH THE PERMANENT VEGETATIVE STABILIZATION SPECIFICATIONS.

# ENVIRONMENTAL DUE DILIGENCE

1. ENVIRONMENTAL DUE DILIGENCE MUST BE PERFORMED TO DETERMINE IF THE FILL MATERIALS ASSOCIATED WITH THE PROJECT QUALIFY AS CLEAN FILL. ENVIRONMENTAL DUE DILIGENCE IS DEFINED AS: INVESTIGATIVE TECHNIQUES, INCLUDING, BUT NOT LIMITED TO, VISUAL PROPERTY INSPECTIONS, ELECTRONIC DATABASE SEARCHES, REVIEW OF PROPERTY OWNERSHIP, REVIEW OF PROPERTY USE HISTORY, SANBORN MAPS, ENVIRONMENTAL QUESTIONNAIRES, TRANSACTION SCREENS, ANALYTICAL TESTING, ENVIRONMENTAL ASSESSMENTS OF AUDITS. ANALYTICAL TESTING IS NOT A REQUIRED PART OF DUE DILIGENCE UNLESS VISUAL INSPECTION AND/OR REVIEW OF THE PAST LAND USE OF THE PROPERTY INDICATES THAT THE FILL MAY HAVE BEEN SUBJECTED TO A SPILL OR RELEASE OF A REGULATED SUBSTANCE. IF THE FILL MAY HAVE BEEN AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE, IT MUST BE TESTED TO DETERMINE IF IT QUALIFIES AS CLEAN FILL. TESTING SHOULD BE PERFORMED IN ACCORDANCE WITH APPENDIX A OF THE DEPARTMENT'S POLICY "MANAGEMENT OF CLEAN FILL".
2. CLEAN FILL IS DEFINED AS UNCONTAMINATED, NON-WATER SOLUBLE, NON-DECOMPOSABLE, INERT, SOLID MATERIAL. THIS INCLUDES SOIL, ROCK, STONE, DREDGED MATERIAL, USED ASPHALT, AND BRICK, BLOCK OR CONCRETE FROM CONSTRUCTION AND DEMOLITION ACTIVITIES THAT IS SEPARATE FROM OTHER WASTE AND IS RECOGNIZABLE AS SUCH. IT DOES NOT INCLUDE MATERIALS PLACED IN OR ON THE SURFACE WATERS UNLESS OTHERWISE AUTHORIZED, MILLED ASPHALT, OR ASPHALT THAT HAS BEEN PROCESSED FOR REUSE.
3. ANY PLACEMENT OF CLEAN FILL THAT HAS BEEN AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE MUST USE FORM FR-001 TO CERTIFY THE ORIGIN OF THE FILL MATERIAL AND THE RESULTS OF THE ANALYTICAL TESTING TO QUALIFY THE MATERIAL AS CLEAN FILL. FORM FP-001 MUST BE RETAINED BY THE OWNER OF THE PROPERTY RECEIVING THE FILL.

# RECYCLING / DISPOSAL OF WASTES

1. ALL BUILDING MATERIALS AND WASTES SHALL BE REMOVED FROM THE SITE AND RECYCLED OR DISPOSED OF IN ACCORDANCE WITH THE DEPARTMENT'S SOLID WASTE MANAGEMENT REGULATIONS AT 25 PA. CODE 260.1 ET SE., 271.1., AND 287.1 ET ESQ. NO BUILDING MATERIALS OR WASTES OR UNUSED BUILDING MATERIALS SHALL BE BURNED, BURIED, DUMPED, OR DISCHARGED AT THE SITE.
2. ANTICIPATED CONSTRUCTION WASTE MAY INCLUDE TYPICAL BUILDING MATERIALS (I.E. LUMBER, DRYWALL, MASONRY, CARDBOARD AND PAPER, INSULATION, ASPHALT, ROOFING, PLASTIC AND VINYL, PAINTS, STAINS, SOLVENTS AND SEALANTS, (ETC.)
3. IT IS STRONGLY ENCOURAGED THAT SUCH RECOVERABLE WASTE MATERIALS BE SEPARATED AND APPROPRIATELY RECYCLED. NO POTENTIAL TOXIC OR HAZARDOUS WASTE IS KNOWN TO BE PRESENT ON SITE. IF ANY TOXIC OR HAZARDOUS WASTE IS ENCOUNTERED, THE CONTRACTOR SHALL FOLLOW ANY AND ALL APPLICABLE STATE OR FEDERAL REGULATIONS ASSOCIATED WITH THE DISPOSAL OF SUCH MATERIALS.

# SEED MIXTURES

TEMPORARY SEED MIXTURE

TEMPORARY SEEDING SHALL CONSIST OF ANNUAL RYEGRASS (100 PERCENT BY WEIGHT), OR EQUIVALENT, AND SHALL BE PLACED AT THE RATE OF 10 POUNDS PER 1000 SQUARE YARDS. TEMPORARY SEEDING SHALL BE APPLIED TO THOSE AREAS THAT ARE A POTENTIAL EROSION PROBLEM DURING CONSTRUCTION AND TO THOSE AREAS EXPOSED FOR LONGER THAN 20 CALENDAR DAYS. IF CONDITIONS DO NOT PERMIT TEMPORARY SEEDING, MULCHING SHALL BE EMPLOYED. ADDITIONALLY, NITROGEN FERTILIZER (50-50-50) @ ONE (1) TON PER ACRE, AGRICULTURAL LIME @ ONE (1) TON PER ACRE, AND STRAW MULCH @ THREE (3) TONS PER ACRE. STRAW MULCH SHALL BE APPLIED IN LONG STRANDS, NOT CHOPPED OR FINELY BROKEN.

PERMANENT SEED MIXTURE

TURF TYPE TALL FESCUE SHALL BE APPLIED AT A RATE OF 21.0 POUNDS PER 1,000 SY. 80% MIN. GERMINATION; MIN. PURITY: 98%.

# MULCH SPECIFICATIONS

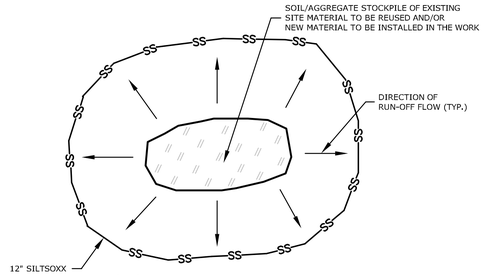
ON ALL DISTURBED AREAS WHICH DO NOT HAVE AN EROSION CONTROL BLANKET SPECIFIED FOR INSTALLATION, STRAW MULCH SHALL BE APPLIED AT THE RATE OF 3.0 TONS PER ACRE IMMEDIATELY AFTER SEEDING THE SURFACE. ON STEEP SLOPES OF 3:1 OR GREATER, MULCH SHALL BE ANCHORED THROUGH THE USE OF JUTE NETTING OR MIXING WITH ASPHALT AT THE RATE OF 100 GALLONS PER 3 TONS OF STRAW MULCH.

APPLY THE FOLLOWING SOIL SUPPLEMENTS PRIOR TO TEMPORARY AND PERMANENT SEEDING:

A) PULVERIZED AGRICULTURAL LIMESTONE CONFORMING TO PENN D.O.T. FORM 408, SECTION 804, APPLIED AT A RATE OF 800 POUNDS PER 1,000 SQUARE YARDS.

B) 10-20-20 ANALYSIS COMMERCIAL FERTILIZER CONFORMING TO PENN D.O.T. FORM 408, SECTION 804, APPLIED AT A RATE OF 140 POUNDS PER 1,000 SQUARE YARDS.

C) 38-0-0 UREAFORM SLOW-RELEASE NITROGEN FERTILIZER CONFORMING TO PENN D.O.T. FORM 408, SECTION 804, APPLIED AT A RATE OF 50 POUNDS PER 1,000 SQUARE YARDS.




NOTES:

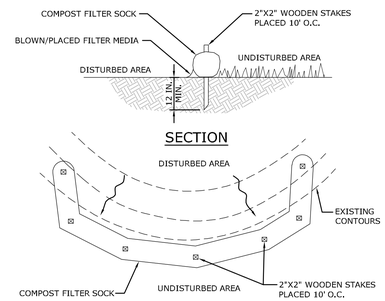
1. ALL EXISTING EXCAVATED MATERIAL THAT IS NOT TO BE REUSED IN THE WORK IS TO BE IMMEDIATELY REMOVED FROM THE SITE AND PROPERLY DISPOSED OF.

2. SOIL/AGGREGATE STOCKPILE SITES TO BE WHERE SHOWN ON THE DRAWINGS.

3. RESTORE STOCKPILE SITES TO PRE-EXISTING PROJECT CONDITION AND RESEED AS REQUIRED.

## TEMPORARY TOPSOIL STOCKPILE

NOT TO SCALE




NOTES:

SOCK FABRIC SHALL MEET STANDARDS OF TABLE 4.1 OF THE PA DEP EROSION CONTROL MANUAL. COMPOST SHALL MEET THE STANDARDS OF TABLE 4.2 OF THE PA DEP EROSION CONTROL MANUAL.

COMPOST FILTER SOCK SHALL BE PLACED AT EXISTING LEVEL GRADE. BOTH ENDS OF THE BARRIER SHALL BE EXTENDED AT LEAST 8 FEET UP SLOPE AT 45 DEGREES TO THE MAIN BARRIER ALIGNMENT. MAXIMUM SLOPE LENGTH ABOVE ANY BARRIER SHALL NOT EXCEED THAT SPECIFIED FOR THE SIZE OF THE SOCK AND THE SLOPE OF ITS TRIBUTARY AREA.

TRAFFIC SHALL NOT BE PERMITTED TO CROSS COMPOST FILTER SOCKS.

ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT REACHES 1/2 THE ABOVE GROUND HEIGHT OF THE BARRIER AND DISPOSED IN THE MANNER DESCRIBED ELSEWHERE IN THE PLAN.

COMPOST FILTER SOCKS SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT. DAMAGED SOCKS SHALL BE REPAIRED ACCORDING TO MANUFACTURER'S SPECIFICATIONS OR REPLACED WITHIN 24 HOURS OF INSPECTION.

BIODEGRADABLE COMPOST FILTER SOCKS SHALL BE REPLACED AFTER 6 MONTHS; PHOTODEGRADABLE SOCKS AFTER 1 YEAR. POLYPROPYLENE SOCKS SHALL BE REPLACED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.

UPON STABILIZATION OF THE AREA TRIBUTARY TO THE SOCK, STAKES SHALL BE REMOVED. THE SOCK MAY BE LEFT IN PLACE AND VEGETATED OR REMOVED. IN THE LATTER CASE, THE MESH SHALL BE CUT OPEN AND THE MULCH SPREAD AS A SOIL SUPPLEMENT.

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