

**Mount Joy Borough Council Meeting
Agenda
7:00 PM, Monday, February 7, 2022**

1. Call to Order – President Hall
2. Roll Call—Councilors, Castaldi, Eichler, Fahndrich, Ginder, Hall, Haigh, Roering, Ruschke, Youngerman, and Mayor Bradley
3. Invocation- Mayor Bradley
4. Pledge of Allegiance – Mayor Bradley
5. Announcement of Executive Sessions –
6. Consider a motion to approve the February 7, 20220, Borough Council Meeting Agenda.
7. Public Input Period - Comments of Any Borough Resident or Property Owner. Time limit of three minutes per individual.
8. Reports
 - a. Mayor
 - b. Police Chief
 - c. Fire Department Mount Joy
 - d. PSH Life Lion LLC.
 - e. EMA
 - f. Main Street Mount Joy
 - g. Library
 - h. Planning/Zoning/Code Officer
 - i. Monthly Report
 - ii. 2021 Year End Report
 - i. Assistant Public Works Director/Stormwater Officer
 - j. Public Works Department
 - k. Borough Authority Manager
 - l. Assistant Borough Manager/Finance Officer
 - m. Borough Manager
9. Approval of Minutes of the Regular Borough Council Meeting held on January 3, 2022.
10. Building Ad Hoc Committee
 - a. Borough/Authority Agreement
11. Administration and Finance Committee
 - a. Consider a motion to adopt Ordinance 01-2022 to amend the Mount Joy Borough Code of Ordinances, Chapter 255, Vehicles and Traffic, to prohibit trucks on a segment of Apple Alley.
 - b. Consider a motion approve and send letter to our elected state legislators voicing Council's displeasure over the passage of Act 50 of 2021 as well as disseminating to

If you are a person requiring accommodations to participate, please contact
Borough staff to discuss how we may best accommodate your needs.

21 East Main Street, Mount Joy, PA 17552 • (717) 653-2300
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various organizations asking for support as well as asking said organizations to sign similar letter and send to state legislators.

- c. Consider a motion to accept the Letter of Resignation from Mr. Bruce Haigh as the alternate member of the Borough Zoning Hearing Board.
- d. Consider a motion to accept the "Letter of Resignation" of David Salley, Assistant Public Works Director/Stormwater Officer.
- e. Consider a motion authorizing the Borough Manager to attend the PSAB 110th Annual Conference & Exhibition on May 22, 2022, through May 25, 2022, and to pay for and/or reimburse authorized expenses as provided by Section 701 of the Borough Code. (Registration is \$250.00 and the Manager would be driving to and from the Conference each day.)
- f. Consider a motion to name the Borough Manager, Mark G. Pugliese I as the "Voting Delegate" for the PSAB 110th Annual Conference & Exhibition.
- g. Consider a motion adopting a Borough Policy of authorizing the Borough Manager to grant five (5) days of regular pay to non-uniform staff who are required to quarantine due to positive Covid-19 test. Time will not be counted against any other accrued time and staff shall be required to provide medical return to work notice from physician.
- h. Consider motion to release of \$46,690.65 of construction escrow to J. Michael & Wendy Melhorn in reference to 200 South Plum Street Stormwater Management Plan. Amount remaining in escrow account would be \$15,526.07.
- i. Consider a motion to release of \$702,349.10 of construction escrow to Laurel Harvest Labs in reference to facility construction. Amount remaining in escrow account will be \$218,188.75.
- j. Acknowledge distribution of Grant Tracking Document.

12. Public Safety Committee

- a. Consider a motion to adopt Resolution 2022-02, a resolution of the Borough Council showing the Borough's intent to allow the suspension of banners across state Route 230 (SR0230), East Main Street.
- b. Acknowledge receipt of permit applications for listed events to be acted upon by the Mayor
 - i. Paula's 5K Race – April 23, 2022
 - ii. Make-A-Wish Cornhole Tournament – April 29 & 30, 2022
 - iii. Mount Joy Memorial Day Parade – May 28, 2022
 - iv. MSMJ Art & Craft Festival – June 11, 2022
 - v. MSMJ Car Show – July 23, 2022
 - vi. MSMJ Blues, Brews & BBQs – September 23, 2022
 - vii. Fall Fest/Downtown Trick or Treat – October 22, 2022
 - viii. Winterfest- December 3, 2022

13. Public Works Committee

- a. Consider a motion to allow Donegal Tribe Softball to place advertising banners on upper sections of the backstop at Grandview Park field.
- b. Consider a motion authorizing the Borough Manager to consult with the Borough Solicitor and negotiate with ARRO Consulting, Inc. the standard terms and conditions, charges, expenses, and hourly rates and that ARRO be authorized to proceed under the 2021 rates with an equitable readjustment once the negotiations have concluded.

14. Public Input Period - Comments of Any Borough Resident or Property Owner. Time limit of three minutes per individual.

15. Any other matter proper to come before Council.

16. Authorization to pay bills.

17. Meetings and dates of importance, see the red calendar.

18. Executive Session if needed.

19. Adjourn

The next regular Borough Council meeting is scheduled for 7:00 PM, on Monday, March 7, 2022.

Detective Summary of Cases

CASE DESCRIPTION	Previous Month 2021	NEW CASES December 2021	Monthly CLOSED CASES	TOTAL
Accident, Hit & Run	0			0
Arson	2			2
Assault	2			2
Assist Other Agency	0			0
Burglaries	37		(5)	37
Criminal Mischief / Vandalism	5			5
Child & Family Offense (Abuse)	4			4
Death Investigation	2			2
Drug Offense	0			0
Harassment by Communication	0			0
Fraud (Forgery, Id Theft, etc.)	18			18
Receiving Stolen Property	1			1
Robbery	8			8
Suspicious Activity	0			0
Theft	41		(6)	41
Trespass	0			0
Miscellaneous	3			3
Threat to Official	1			1
Sex Offense				
Adult	0			0
Juvenile	1	2		3
TOTAL OPEN CASES	125	2		127
New Cases Assigned	2	MTH		
Closed Cases*	48	YTD		
Warrants Served	0	MTH		
Surveillance Hours Conducted**	0	MTH		

*cold cases are marked in ()



MOUNT JOY POLICE DEPARTMENT

Calls for Service
December 2021

Code	Call for Service	Total
0310	ROBBERY	1
0613	THEFT SHOPLIFTING	2
0619	THEFT ALL OTHERS	6
0710	MOTOR VEHICLE THEFT	1
1010	FORGERY	1
1130	FRAUD ALL OTHERS	2
1440	CRIMINAL MISCHIEF ALL	2
1711	SEX OFFENSE ALL OTHERS	2
1810	DRUG POSSESSION OFFENSE	1
2020	FAMILY OFF-CHILD ABUSE	2
2040	FAMILY OFFENSES - DOMESTIC	8
2310	PUBLIC INTOXICATION / DRUNKENESS	2
2450	NOISE COMPLAINT	5
2480	DISORDERLY PERSONS / NOISE ALL OTHERS	1
2485	ALARM ALL OTHERS	3
2640	MUN ORD VIOLATIONS	1
2654	DISTURBANCE	2
2656	THREATS	1
2657	HARASSMENT	6
2660	TRESPASSING	1
2665	FIREWORKS	1
4014	OPEN DOORS/WINDOWS GENERAL POLICE	1
4021	SUSPICIOUS ACTIVITY	13
4028	OTHER NON-CRIMINAL INV GENERAL POLICE	3

4052	ALARM BURGLARY OR HOLDUP NON RESIDENCE	9
4100	ALARMS (FIRE ALARMS)	1
4101	FIRES (ALL WORKING FIRES)	1
5004	FOUND ARTICLES	2
5008	LOST ARTICLES	2
5510	ANIMAL COMPLAINTS ALL	3
6006	REPORTABLE MV CRASH W/INJURY	1
6008	REPORTABLE MV CRASH NO INJURIES	7
6015	REPORTABLE MV CRASH HIT & RUN	2
6016	NON REPORTABLE MV CRASH	3
6303	TRAFFIC OFFENSE ALL OTHER	9
6305	SELECTIVE ENFORCEMENT TRAFFIC	3
6310	TRAFFIC ENFORCE / STOP	37
6335	TRAFFIC HAZARD	2
6336	DISABLED MV	2
6511	PARKING VIOLATION COMPLAINT	14
6602	ABANDONED IMPOUND/TOWAWAY	3
6608	ESCORTS	1
7002	BUILDING CHECK	36
7003	PROPERTY CHECK / AREA CHECK	7
7008	MEDICAL ASSISTANCE	66
7014	OTH PUB SERV/WELFARE CHK	6
7015	ASSIST CITIZEN	12
7025	EMOTIONALLY DISTURBED PERSON (EDP)	6
7502	ASSISTING-FIRE DEPT	5
7504	ASSISTING-OTHER POLICE DP	10
7506	ASSISTING-OTHER AGENCIES	2
8010	WARRANTS-LOCAL	3
9002	ADMINISTRATIVE DUTIES	8

9008	COURT	21
9012	OTHER MAINTENANCE	1
9020	POLICE INFORMATION	37
9021	TRAINING	2
9025	FIELD CONTACT INFORMATION	5
9028	FINGERPRINT	1
9029	CIVIL MATTER	5
9030	SPECIAL DETAIL ASSIGNMENT	4
9034	REPOSSESSION	2
9052	PFA INFORMATION	1
911	911 HANG UP / CHK WELFARE	1
9112	FOOT PATROL	1
9115	FOLLOW UP	95
9137	EVIDENCE DUTIES	3
9192	VEHICLE MAINTENANCE	5
9989	CALL BY PHONE	5
9999	NON-CAT DATA	3
Grand Total		525

MOUNT JOY POLICE DEPARTMENT

21 E MAIN ST, MOUNT JOY,
PA 17552

Phone: 717-653-1650

Fax: 717-653-0062

Citation Output By Charge

Starting Issue Date 12/1/2021 to Ending Issue Date 12/31/2021

Charge	Total
255.66 - VEHICLES AND TRAFFIC - PARKING TIME LIMITS	1
1371 - 1371 A - Veh Reg Suspended	2
1372 - 1372 3 - Display Plate Card In Impropr Veh	1
1786 - 1786 A - Required Financial Responsibility	1
1786 - 1786 F - Oper Veh W/O Req'd Financ Resp	1
3112 - 3112 A3I - Failure To Stop At Red Signal	2
3310 - 3310 A - Follow Too Closely	1
3353 - 3353 A3II - Illegal Park Where Official Signs Prohibit	1
3362 - -	1
3714 - 3714 A - Careless Driving	1
3744 - 3744 A - Fail Stop And Give Infor Render Aid	1
4703 - 4703 A - Operat Veh W/O Valid Inspect	1
3362 A3-17 - EXCEED MAX SPEED LIM ESTB BY 17 MPH	1
3362 A3-18 - EXCEED MAX SPEED LIM ESTB BY 18 MPH	3
Total:	18

MOUNT JOY POLICE DEPARTMENT

21 E MAIN ST, MOUNT JOY,
PA 17552

Phone: 717-653-1650

Fax: 717-653-0062

Criminal Charges by Charge Type

Starting Issue Date 12/1/2021 to Ending Issue Date 12/31/2021

Charge Type: ARREST

Charge	Total
2701 A1 - SIMPLE ASSAULT - ATTEMPT	2
2705 - RECKLESSLY ENDANGERING ANOTHER PERSON	1
2706 A1 - TERRORISTIC THREATS W/ INT TO TERRORIZE ANOTHER	1
2718 A - STRANGULATION	1
3926 B - DIVERSION OF SERVICES	2
3929 A1 - RETAIL THEFT	2
780-113 A32 - USE / POSSESSION OF DRUG PARAPHERNALIA	1
903 A1 - CRIMINAL CONSPIRACY	2
Total:	12

Charge Type: COMPLAINT

Charge	Total
2709 A1 - HARASSMENT/STRIKE, SHOVE, KICK, ETC.	1
Total:	1

**MOUNT JOY BOROUGH POLICE DEPARTMENT
MONIES COLLECTED DECEMBER 2021**

	331.120	Borough Tickets (Other)	\$100.00
	321.310	Bicycle Registration	\$0.00
	380.010	Alarm Fees	\$100.00
	321.600	Mercantile Licenses	\$0.00
	362.100	Police Reports	\$90.00
331.11	331.120	Clerk of Court Disbursement	\$555.67
331.11	331.120	Magisterial Court Disbursement	\$1,017.27
1	357.090	Occupent Protection Roving	\$362.49
1	357.090	Occupent Protection Roving	\$187.59
1	357.090	Occupent Protection Roving	\$267.64
1	357.090	Occupent Protection Roving	\$187.62
1	357.090	DUI Roving	\$200.73
1	357.010	SERT Reimbursement	\$425.24
1	357.010	SERT Reimbursement	\$171.99

TOTAL Dec 2021	\$3,666.24
<i>Total Dec 2020</i>	<i>\$2,778.60</i>

Submitted by: _____

Approved by: _____

New Detective Cases

	2013	2014	2015	2016	2017	2018	2019	2020	2021
January	11	0	6	6	7	5	3	4	2
February	4	8	12	6	9	5	3	7	2
March	5	6	11	6	8	7	7	6	2
April	8	4	5	8	6	6	4	6	3
May	7	1	13	2	3	14	5	7	2
June	8	3	10	2	7	3	10	5	5
July	10	5	8	3	20	12	4	9	4
August	8	4	10	12	7	3	3	6	5
September	10	1	6	4	6	4	3	7	5
October	9	11	6	13	7	6	6	9	5
November	9	7	4	10	7	4	10	1	6
December	4	12	6	10	9	4	3	5	2

Police Activity Statistics

2021

	Citation Charges	Criminal Charges	Deposits	Incidents	Total Inc YTD	Total Inc Prev YTD
Jan	60	26	\$2,716.89	589	589	574
Feb	86	34	\$3,959.23	529	1,118	1133
Mar	55	7	\$6,065.89	674	1,792	1619
Apr	85	24	\$5,491.40	763	2,555	1976
May	38	22	\$4,179.51	741	3,296	2529
June	26	32	\$5,581.16	738	4,034	3229
July	40	11	\$4,774.34	770	4,804	3897
Aug	39	13	\$2,676.70	722	5,526	4615
Sept	49	28	\$4,101.01	695	6,221	5282
Oct	37	13	\$4,375.94	712	6,933	5806
Nov	42	42	\$4,129.95	562	7,495	6303
Dec	18	13	\$3,666.24	523	8,018	6802
TOTAL	575	265	\$51,718.26			6802

FDMJ December 2021 Incident Report Summary

Responded to **40 alarms** for the month of December 2021, the department finished the year at 535 calls for service.

Time in service for month: **21 hours & 0 minutes**

Average manpower per incident: **9.5 members per call for the month - (6a-4p 16calls/5 members per call)**

Total Man-hours: **170 hours & 29 minutes**

Calls by Municipality First Due: 27 first due alarms – 13 mutual aid alarms

- Mount Joy Borough - 13
- Rapho Township - 9
- Mount Joy Township - 2
- East Donegal Township – 3

Apparatus used

- Engine 75-1 – 20
- Engine 75-2 (rescue/engine) - 10
- Truck 75 - 15
- Squad 75-1 - 0
- Traffic 75 – 3
- Duty Chief Vehicle - 16
- Duty Officer Vehicle – 6

Property pre-incident value: \$ 0.00

Property fire loss: \$0.00

Property post incident saved: \$0.00

2021 FDMJ responds to a call every 16 hours & 37 min

Total Training hours of 24 members trained for 202 hours & 0 minutes

Fire Prevention Details – nothing to report

Community Service Details – 1 community event – FP assisted with Mount Joy Borough winterfest

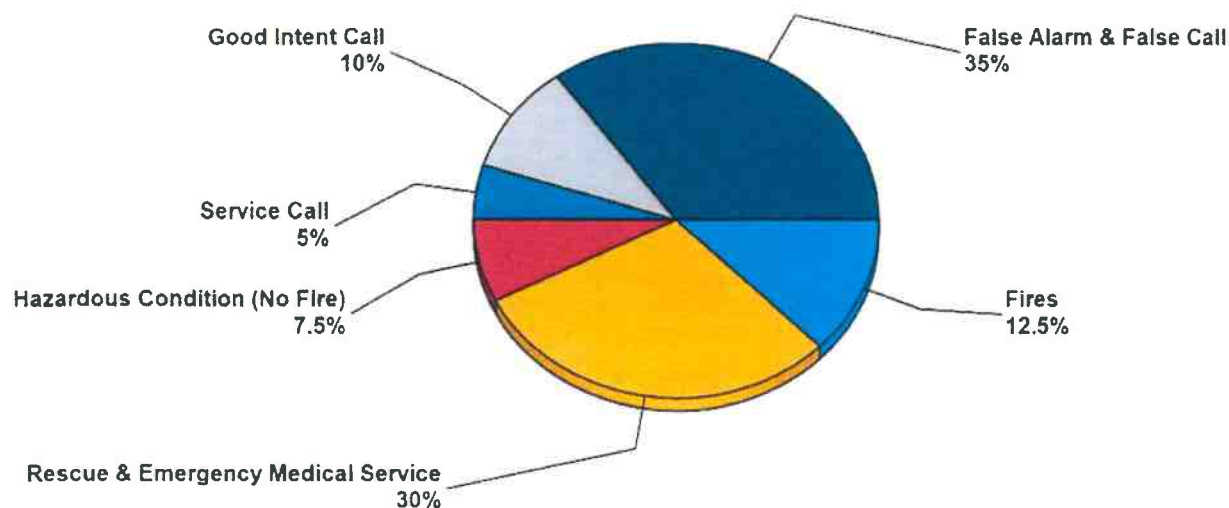
Fire Department Mount Joy

Mount Joy, PA

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 12/01/2021 | End Date: 12/31/2021



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	5	12.5%
Rescue & Emergency Medical Service	12	30%
Hazardous Condition (No Fire)	3	7.5%
Service Call	2	5%
Good Intent Call	4	10%
False Alarm & False Call	14	35%
TOTAL	40	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	5	12.5%
311 - Medical assist, assist EMS crew	1	2.5%
322 - Motor vehicle accident with injuries	3	7.5%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	2.5%
324 - Motor vehicle accident with no injuries.	5	12.5%
352 - Extrication of victim(s) from vehicle	1	2.5%
357 - Extrication of victim(s) from machinery	1	2.5%
412 - Gas leak (natural gas or LPG)	2	5%
421 - Chemical hazard (no spill or leak)	1	2.5%
531 - Smoke or odor removal	1	2.5%
571 - Cover assignment, standby, moveup	1	2.5%
650 - Steam, other gas mistaken for smoke, other	1	2.5%
651 - Smoke scare, odor of smoke	3	7.5%
700 - False alarm or false call, other	1	2.5%
735 - Alarm system sounded due to malfunction	2	5%
743 - Smoke detector activation, no fire - unintentional	3	7.5%
744 - Detector activation, no fire - unintentional	3	7.5%
745 - Alarm system activation, no fire - unintentional	5	12.5%
TOTAL INCIDENTS:	40	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



Fire Department Mount Joy

Mount Joy, PA

This report was generated on 1/8/2022 11:59:57 AM

Incident Statistics

Zone(s): All Zones | Start Date: 12/01/2021 | End Date: 12/31/2021

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		12	
FIRE		28	
TOTAL		40	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
TOTAL			
PRE-INCIDENT VALUE		LOSSES	
\$0.00		\$0.00	
CO CHECKS			
TOTAL			
MUTUAL AID			
Aid Type		Total	
Aid Given		13	
Aid Received		7	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
4		10	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station 75	0:09:47	0:08:44	
AVERAGE FOR ALL CALLS		0:09:45	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station 75	0:04:03	0:04:17	
AVERAGE FOR ALL CALLS		0:04:07	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Fire Department Mount Joy		31:49	

Only Reviewed Incidents included. EMS for Incident counts includes only 300 to 399 Incident Types. All other incident types are counted as FIRE. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = All patients transported by EMS. # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.

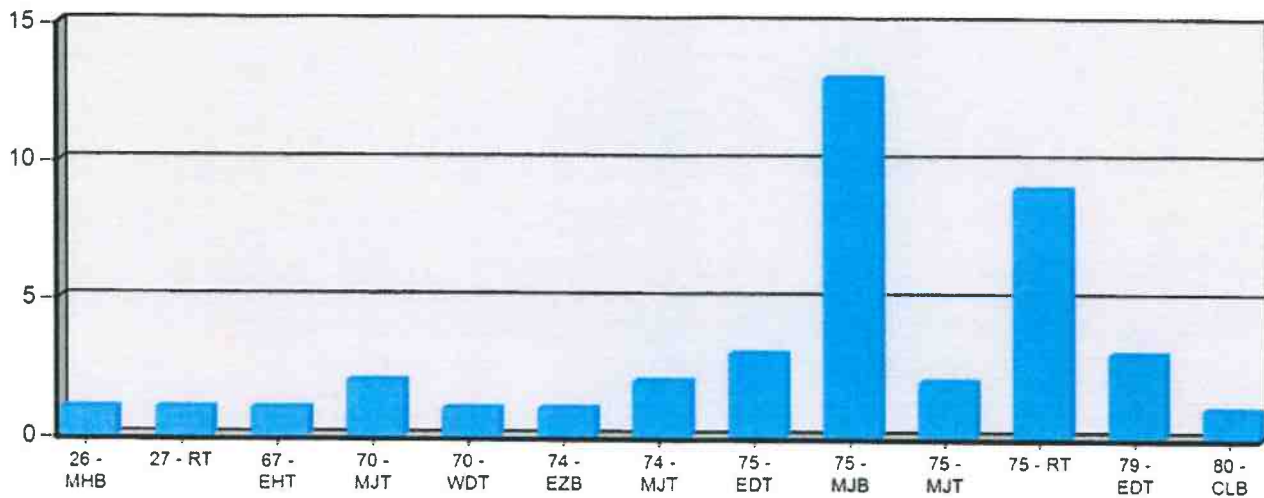
Fire Department Mount Joy

Mount Joy, PA

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Incident Count per Zone for Date Range

Start Date: 12/01/2021 | End Date: 12/31/2021



ZONE	# INCIDENTS
26 - MHB - 26 Manheim Borough	1
27 - RT - 27 Rapho Township	1
67 - EHT - 67 East Hempfield Township	1
70 - MJT - 70 Mount Joy Township	2
70 - WDT - 70 West Donegal Township	1
74 - EZB - 74 Elizabethtown Borough	1
74 - MJT - 74 Mount Joy Township	2
75 - EDT - 75 East Donegal Township	3
75 - MJB - 75 Mount Joy Borough	13
75 - MJT - 75 Mount Joy Township	2
75 - RT - 75 Rapho Township	9
79 - EDT - 79 East Donegal Township	3
80 - CLB - 80 Columbia Borough	1

TOTAL: 40

Zone information is defined on the Basic Info 3 screen of an incident. Only REVIEWED incidents included. Archived Zones cannot be unarchived.



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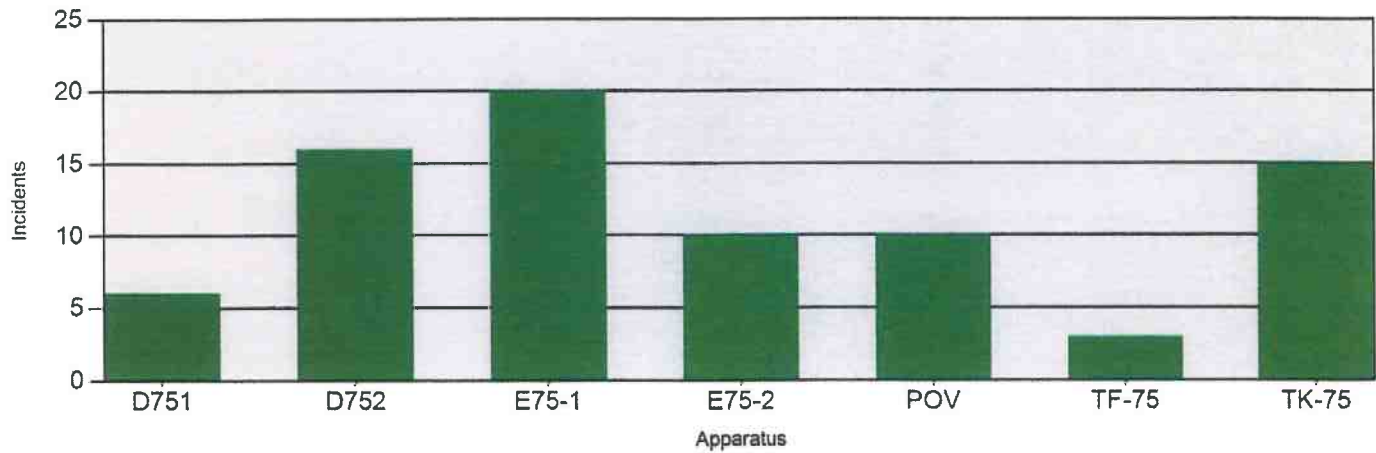
Fire Department Mount Joy

Mount Joy, PA

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Incident Count per Apparatus for Date Range

Start Date: 12/01/2021 | End Date: 12/31/2021



APPARATUS	# of INCIDENTS
D751	6
D752	16
E75-1	20
E75-2	10
POV	10
TF-75	3
TK-75	15

Canceled apparatus (per the THIS APPARATUS WAS CANCELLED checkbox on Basic Info 4) not included.
Only REVIEWED incidents included.



Fire Department Mount Joy

Mount Joy, PA

This report was generated on 1/8/2022 12:15:26 PM

Incident Count with Man-Hours per Zone for Date Range

Incident Type(s): All Incident Types | Start Date: 12/01/2021 | End Date: 12/31/2021

ZONE	INCIDENT COUNT	MAN-HOURS
26 - MHB - 26 Manheim Borough	1	1:21
27 - RT - 27 Rapho Township	1	2:32
67 - EHT - 67 East Hempfield Township	1	6:34
70 - MJT - 70 Mount Joy Township	2	33:49
70 - WDT - 70 West Donegal Township	1	1:46
74 - EZB - 74 Elizabethtown Borough	1	2:52
74 - MJT - 74 Mount Joy Township	2	15:37
75 - EDT - 75 East Donegal Township	3	7:33
75 - MJB - 75 Mount Joy Borough	13	42:00
75 - MJT - 75 Mount Joy Township	2	19:38
75 - RT - 75 Rapho Township	9	22:33
79 - EDT - 79 East Donegal Township	3	5:46
80 - CLB - 80 Columbia Borough	1	8:27
TOTAL	40	170:29

NOTE that this report takes into consideration ONLY those Personnel that are associated with an Apparatus, and that only Reviewed incidents are included in the counts.



Fire Department Mount Joy

Mount Joy, PA

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Losses for Date Range
Start Date: 12/01/2021 | End Date: 12/31/2021

TOTAL INCIDENTS		TOTAL PROPERTY LOSS	TOTAL CONTENT LOSS	TOTAL LOSSES	AVERAGE LOSS		
INCIDENT NUMBER	DATE	Incident Type	PROPERTY LOSS	CONTENT LOSS	TOTAL	% of Total	

Only REVIEWED incidents included

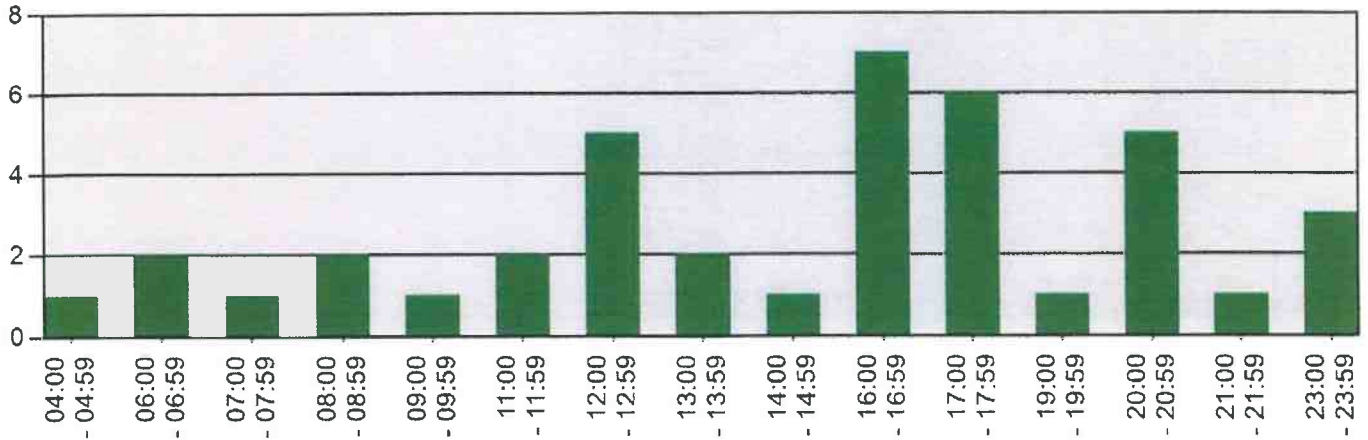
Fire Department Mount Joy

Mount Joy, PA

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Incidents by Hour for Date Range

Start Date: 12/01/2021 | End Date: 12/31/2021



Hour	# of Calls
04:00 - 04:59	1
06:00 - 06:59	2
07:00 - 07:59	1
08:00 - 08:59	2
09:00 - 09:59	1
11:00 - 11:59	2
12:00 - 12:59	5
13:00 - 13:59	2
14:00 - 14:59	1
16:00 - 16:59	7
17:00 - 17:59	6
19:00 - 19:59	1
20:00 - 20:59	5
21:00 - 21:59	1
23:00 - 23:59	3

Only REVIEWED incidents included



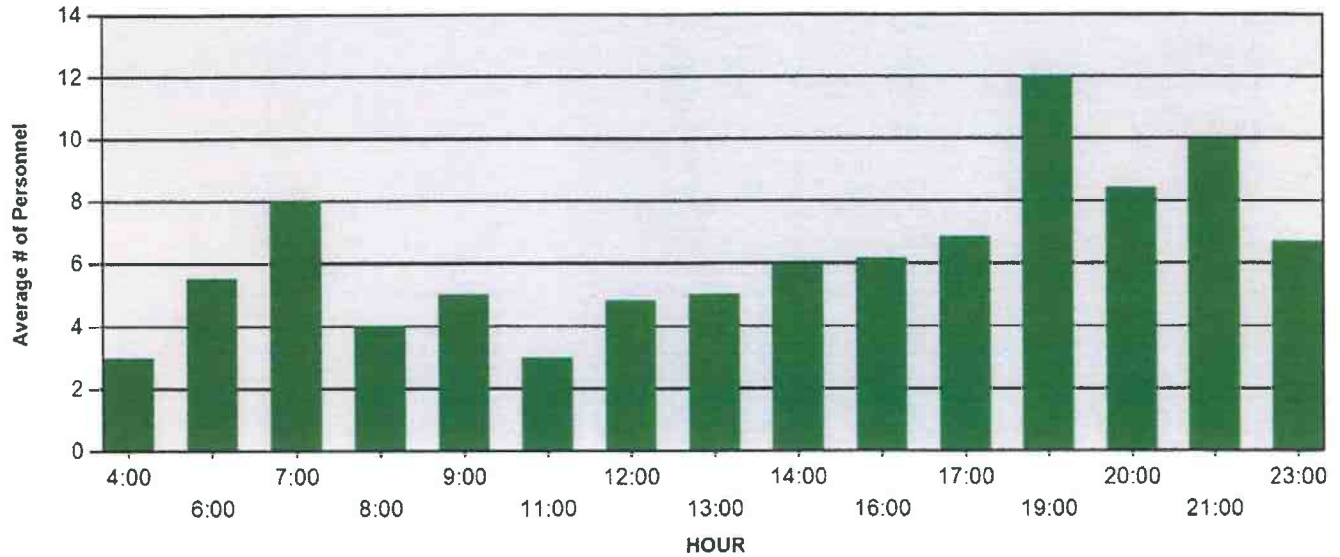
Fire Department Mount Joy

Mount Joy, PA

This report was generated on 1/8/2022 12:20:12 PM

Average Number of Responding Personnel per Hour for Date Range

Start Date: 12/01/2021 | End Date: 12/31/2021



HOUR	AVG. # PERSONNEL
04:00 - 04:59	3.00
06:00 - 06:59	5.50
07:00 - 07:59	8.00
08:00 - 08:59	4.00
09:00 - 09:59	5.00
11:00 - 11:59	3.00
12:00 - 12:59	4.80
13:00 - 13:59	5.00
14:00 - 14:59	6.00
16:00 - 16:59	6.14
17:00 - 17:59	6.83
19:00 - 19:59	12.00
20:00 - 20:59	8.40
21:00 - 21:59	10.00
23:00 - 23:59	6.67

AVE. # PERSONNEL calculated from total number of personnel responding to incidents begun at the HOUR divided by total number of REVIEWED incidents for that HOUR. Includes personnel that responded both on or off apparatus.



FDMJ 2021 Annual Incident Report Summary

Responded to **535 alarms** for the year of 2021

Time in service for year: **313 hours and 50 minutes**

Average manpower per incident: **54 members made at call with average of 9 members per call for the year - total of 4,791 members - (6a-4p 243 calls -45%/5 members per call – total of 1,251 members total)**

Average response time was **4 min & 32 sec** and average arrival time was **9 min & 49 sec**

Busiest time of day for the year was 3-4pm with 33 calls during that time period

Total Man-hours: **2,528 hours & 34 minutes**

Calls by Municipality First Due: 359 first due alarms – 176 Mutual aid alarms

- Mount Joy Borough - 167
- Rapho Township - 136
- Mount Joy Township - 23
- East Donegal Township – 33

Apparatus used

- Engine 75-1 – 213
- Engine 75-2 (rescue/engine) - 173
- Truck 75 - 142
- Squad 75-1 - 53
- Traffic 75 - 64
- Duty Chief Vehicle - 212
- Duty Officer Vehicle – 106

Property pre-incident value: \$3,790,900 .00

Property fire loss: \$281,210.00

Property post incident saved: \$3,509,690.00

2021 FDMJ responds to a call every 16 hours & 37 min

Total Training hours of 54 members trained for 3,383 hours and 45 minutes

Fire Prevention Details – 3 fire prevention details for the calendar year with educating 1,035 students

Community Service Details – 21 community service events, 5 event standbys, 1 member funeral and 13 duty crews for the calendar year of 2021.

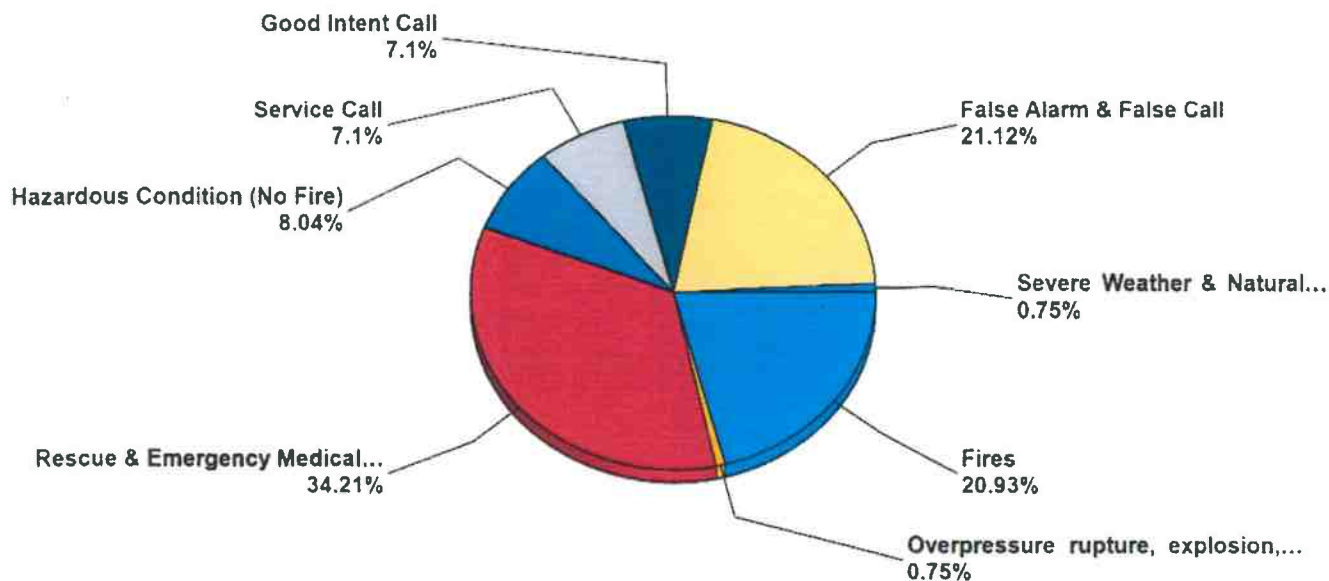
Fire Department Mount Joy

Mount Joy, PA

This report was generated on 1/8/2022 12:02:28 PM

Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2021 | End Date: 12/31/2021



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	112	20.93%
Overpressure rupture, explosion, overheat - no fire	4	0.75%
Rescue & Emergency Medical Service	183	34.21%
Hazardous Condition (No Fire)	43	8.04%
Service Call	38	7.1%
Good Intent Call	38	7.1%
False Alarm & False Call	113	21.12%
Severe Weather & Natural Disaster	4	0.75%
TOTAL	535	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Doc Id: 553

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Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	1	0.19%
111 - Building fire	81	15.14%
113 - Cooking fire, confined to container	2	0.37%
114 - Chimney or flue fire, confined to chimney or flue	1	0.19%
118 - Trash or rubbish fire, contained	1	0.19%
121 - Fire in mobile home used as fixed residence	2	0.37%
130 - Mobile property (vehicle) fire, other	1	0.19%
131 - Passenger vehicle fire	4	0.75%
132 - Road freight or transport vehicle fire	1	0.19%
138 - Off-road vehicle or heavy equipment fire	1	0.19%
140 - Natural vegetation fire, other	4	0.75%
142 - Brush or brush-and-grass mixture fire	7	1.31%
143 - Grass fire	3	0.56%
150 - Outside rubbish fire, other	2	0.37%
160 - Special outside fire, other	1	0.19%
200 - Overpressure rupture, explosion, overheat other	1	0.19%
210 - Overpressure rupture from steam, other	1	0.19%
251 - Excessive heat, scorch burns with no ignition	2	0.37%
311 - Medical assist, assist EMS crew	44	8.22%
321 - EMS call, excluding vehicle accident with injury	9	1.68%
322 - Motor vehicle accident with injuries	71	13.27%
323 - Motor vehicle/pedestrian accident (MV Ped)	2	0.37%
324 - Motor vehicle accident with no injuries.	35	6.54%
340 - Search for lost person, other	1	0.19%
350 - Extrication, rescue, other	2	0.37%
351 - Extrication of victim(s) from building/structure	1	0.19%
352 - Extrication of victim(s) from vehicle	11	2.06%
353 - Removal of victim(s) from stalled elevator	5	0.93%
357 - Extrication of victim(s) from machinery	2	0.37%
400 - Hazardous condition, other	5	0.93%
411 - Gasoline or other flammable liquid spill	3	0.56%
412 - Gas leak (natural gas or LPG)	16	2.99%
413 - Oil or other combustible liquid spill	1	0.19%
421 - Chemical hazard (no spill or leak)	1	0.19%
424 - Carbon monoxide incident	2	0.37%
440 - Electrical wiring/equipment problem, other	2	0.37%
442 - Overheated motor	2	0.37%
444 - Power line down	7	1.31%
445 - Arcing, shorted electrical equipment	2	0.37%
461 - Building or structure weakened or collapsed	2	0.37%
500 - Service Call, other	2	0.37%
511 - Lock-out	4	0.75%
521 - Water evacuation	3	0.56%
531 - Smoke or odor removal	2	0.37%
550 - Public service assistance, other	4	0.75%
551 - Assist police or other governmental agency	7	1.31%
553 - Public service	1	0.19%
555 - Defective elevator, no occupants	3	0.56%
561 - Unauthorized burning	1	0.19%
571 - Cover assignment, standby, moveup	11	2.06%
600 - Good intent call, other	2	0.37%
621 - Wrong location	1	0.19%
622 - No incident found on arrival at dispatch address	4	0.75%
631 - Authorized controlled burning	5	0.93%
650 - Steam, other gas mistaken for smoke, other	1	0.19%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
651 - Smoke scare, odor of smoke	20	3.74%
652 - Steam, vapor, fog or dust thought to be smoke	1	0.19%
671 - HazMat release investigation w/no HazMat	4	0.75%
700 - False alarm or false call, other	2	0.37%
730 - System malfunction, other	2	0.37%
733 - Smoke detector activation due to malfunction	11	2.06%
735 - Alarm system sounded due to malfunction	11	2.06%
736 - CO detector activation due to malfunction	4	0.75%
740 - Unintentional transmission of alarm, other	7	1.31%
741 - Sprinkler activation, no fire - unintentional	3	0.56%
742 - Extinguishing system activation	1	0.19%
743 - Smoke detector activation, no fire - unintentional	22	4.11%
744 - Detector activation, no fire - unintentional	13	2.43%
745 - Alarm system activation, no fire - unintentional	32	5.98%
746 - Carbon monoxide detector activation, no CO	5	0.93%
813 - Wind storm, tornado/hurricane assessment	3	0.56%
814 - Lightning strike (no fire)	1	0.19%
TOTAL INCIDENTS:	535	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Fire Department Mount Joy

Mount Joy, PA

This report was generated on 1/8/2022 12:00:25 PM

Incident Statistics

Zone(s): All Zones | Start Date: 01/01/2021 | End Date: 12/31/2021

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		183	
FIRE		352	
TOTAL		535	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
TOTAL			
PRE-INCIDENT VALUE		LOSSES	
\$3,790,900.00		\$281,210.00	
CO CHECKS			
424 - Carbon monoxide incident		2	
736 - CO detector activation due to malfunction		4	
746 - Carbon monoxide detector activation, no CO		5	
TOTAL		11	
MUTUAL AID			
Aid Type		Total	
Aid Given		175	
Aid Received		73	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
72		13.46	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station 75	0:08:50	0:09:18	
AVERAGE FOR ALL CALLS		0:09:49	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station 75	0:04:12	0:04:25	
AVERAGE FOR ALL CALLS		0:04:32	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Fire Department Mount Joy		35:39	

Only Reviewed Incidents included. EMS for Incident counts includes only 300 to 399 Incident Types. All other incident types are counted as FIRE. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = All patients transported by EMS. # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.



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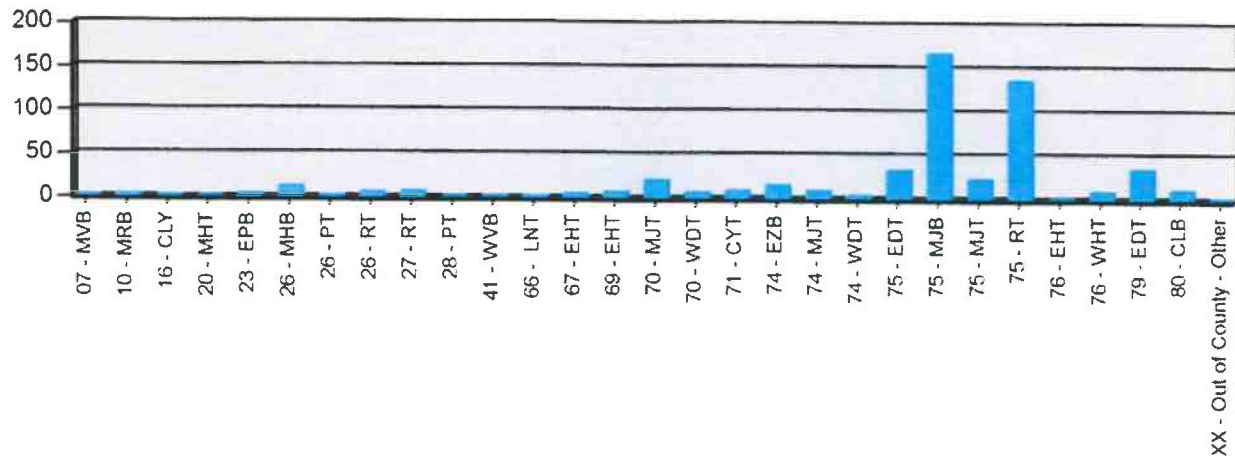
Fire Department Mount Joy

Mount Joy, PA

This report was generated on 1/8/2022 11:59:08 AM

Incident Count per Zone for Date Range

Start Date: 01/01/2021 | End Date: 12/31/2021



ZONE	# INCIDENTS
07 - MVB - 07 Mountville Borough	1
10 - MRB - 10 Marietta Borough	3
16 - CLY - 16 Clay Township	1
20 - MHT - 20 Manheim Township	1
23 - EPB - 23 East Petersburg Borough	4
26 - MHB - 26 Manheim Borough	12
26 - PT - 26 Penn Township	2
26 - RT - 26 Rapho Township	6
27 - RT - 27 Rapho Township	7
28 - PT - 28 Penn Township	1
41 - WVB - 41 Wrightsville Borough (York)	1
66 - LNT - 66 Lancaster Township	2
67 - EHT - 67 East Hempfield Township	5
69 - EHT - 69 East Hempfield Township	7
70 - MJT - 70 Mount Joy Township	21
70 - WDT - 70 West Donegal Township	7
71 - CYT - 71 Conoy Township	9
74 - EZB - 74 Elizabethtown Borough	15
74 - MJT - 74 Mount Joy Township	9
74 - WDT - 74 West Donegal Township	4
75 - EDT - 75 East Donegal Township	33
75 - MJB - 75 Mount Joy Borough	167
75 - MJT - 75 Mount Joy Township	23
75 - RT - 75 Rapho Township	136

Zone information is defined on the Basic Info 3 screen of an incident. Only REVIEWED incidents included. Archived Zones cannot be unarchived.



ZONE	# INCIDENTS
76 - EHT - 76 East Hempfield Township	1
76 - WHT - 76 West Hempfield Township	9
79 - EDT - 79 East Donegal Township	35
80 - CLB - 80 Columbia Borough	11
XX - Out of County - Other - XX - Out of County - Other	2
TOTAL:	535

Zone information is defined on the Basic Info 3 screen of an incident. Only REVIEWED incidents included.

Archived Zones cannot be unarchived.



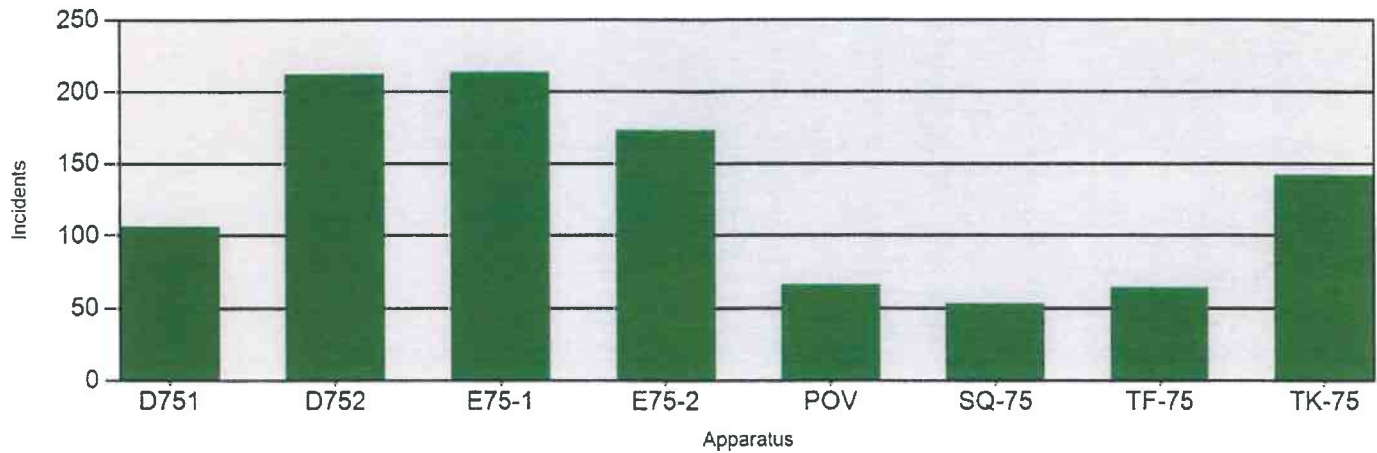
Fire Department Mount Joy

Mount Joy, PA

This report was generated on 1/8/2022 12:13:50 PM

Incident Count per Apparatus for Date Range

Start Date: 01/01/2021 | End Date: 12/31/2021



APPARATUS	# of INCIDENTS
D751	106
D752	212
E75-1	213
E75-2	173
POV	66
SQ-75	53
TF-75	64
TK-75	142

Canceled apparatus (per the THIS APPARATUS WAS CANCELLED checkbox on Basic Info 4) not included.
Only REVIEWED incidents included.



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Fire Department Mount Joy

Mount Joy, PA

This report was generated on 1/8/2022 12:16:00 PM

Incident Count with Man-Hours per Zone for Date Range
Incident Type(s): All Incident Types | Start Date: 01/01/2021 | End Date: 12/31/2021

ZONE	INCIDENT COUNT	MAN-HOURS
07 - MVB - 07 Mountville Borough	1	4:48
10 - MRB - 10 Marietta Borough	3	16:35
16 - CLY - 16 Clay Township	1	5:24
20 - MHT - 20 Manheim Township	1	1:55
23 - EPB - 23 East Petersburg Borough	4	28:39
26 - MHB - 26 Manheim Borough	12	106:35
26 - PT - 26 Penn Township	2	7:48
26 - RT - 26 Rapho Township	6	8:37
27 - RT - 27 Rapho Township	7	85:29
28 - PT - 28 Penn Township	1	3:21
41 - WVB - 41 Wrightsville Borough (York)	1	18:19
66 - LNT - 66 Lancaster Township	2	30:56
67 - EHT - 67 East Hempfield Township	5	31:31
69 - EHT - 69 East Hempfield Township	7	59:10
70 - MJT - 70 Mount Joy Township	21	120:23
70 - WDT - 70 West Donegal Township	7	8:36
71 - CYT - 71 Conoy Township	9	179:37
74 - EZB - 74 Elizabethtown Borough	15	30:48
74 - MJT - 74 Mount Joy Township	9	147:54
74 - WDT - 74 West Donegal Township	4	11:56
75 - EDT - 75 East Donegal Township	33	87:05
75 - MJB - 75 Mount Joy Borough	167	607:13
75 - MJT - 75 Mount Joy Township	23	100:40
75 - RT - 75 Rapho Township	136	569:42
76 - EHT - 76 East Hempfield Township	1	4:60
76 - WHT - 76 West Hempfield Township	9	18:12
79 - EDT - 79 East Donegal Township	35	151:01
80 - CLB - 80 Columbia Borough	11	43:08
XX - Out of County - Other - XX - Out of County - Other	2	38:12
TOTAL	635	2528:34

NOTE that this report takes into consideration ONLY those Personnel that are associated with an Apparatus, and that only Reviewed incidents are included in the counts.

Fire Department Mount Joy

Mount Joy, PA

This report was generated on 1/8/2022 12:17:40 PM

Losses for Date Range

Start Date: 01/01/2021 | End Date: 12/31/2021

TOTAL INCIDENTS	TOTAL PROPERTY LOSS	TOTAL CONTENT LOSS	TOTAL LOSSES	AVERAGE LOSS
12	\$195,000.00	\$86,210.00	\$281,210.00	\$23,434.00

INCIDENT NUMBER	DATE	Incident Type	PROPERTY LOSS	CONTENT LOSS	TOTAL	% of Total
2021-124	03/23/2021	142 - Brush or brush-and-grass mixture fire	\$1,000.00	\$0.00	\$1,000.00	0.36%
2021-142	04/09/2021	138 - Off-road vehicle or heavy equipment fire	\$35,000.00	\$0.00	\$35,000.00	12.45%
2021-143	04/11/2021	130 - Mobile property (vehicle) fire, other	\$2,500.00	\$0.00	\$2,500.00	0.89%
2021-144	04/12/2021	111 - Building fire	\$10,000.00	\$0.00	\$10,000.00	3.56%
2021-156	04/23/2021	111 - Building fire	\$20,000.00	\$15,000.00	\$35,000.00	12.45%
2021-180	05/03/2021	111 - Building fire	\$1,500.00	\$1,000.00	\$2,500.00	0.89%
2021-269	07/05/2021	132 - Road freight or transport vehicle fire	\$20,000.00	\$20,000.00	\$40,000.00	14.22%
2021-280	07/13/2021	121 - Fire in mobile home used as fixed residence	\$800.00	\$10.00	\$810.00	0.29%
2021-34	01/26/2021	140 - Natural vegetation fire, other	\$1,000.00	\$0.00	\$1,000.00	0.36%
2021-362	09/08/2021	131 - Passenger vehicle fire	\$3,000.00	\$200.00	\$3,200.00	1.14%
2021-395	09/25/2021	251 - Excessive heat, scorch burns with no ignition	\$200.00	\$0.00	\$200.00	0.07%
2021-464	11/07/2021	111 - Building fire	\$100,000.00	\$50,000.00	\$150,000.00	53.34%

Only REVIEWED incidents included



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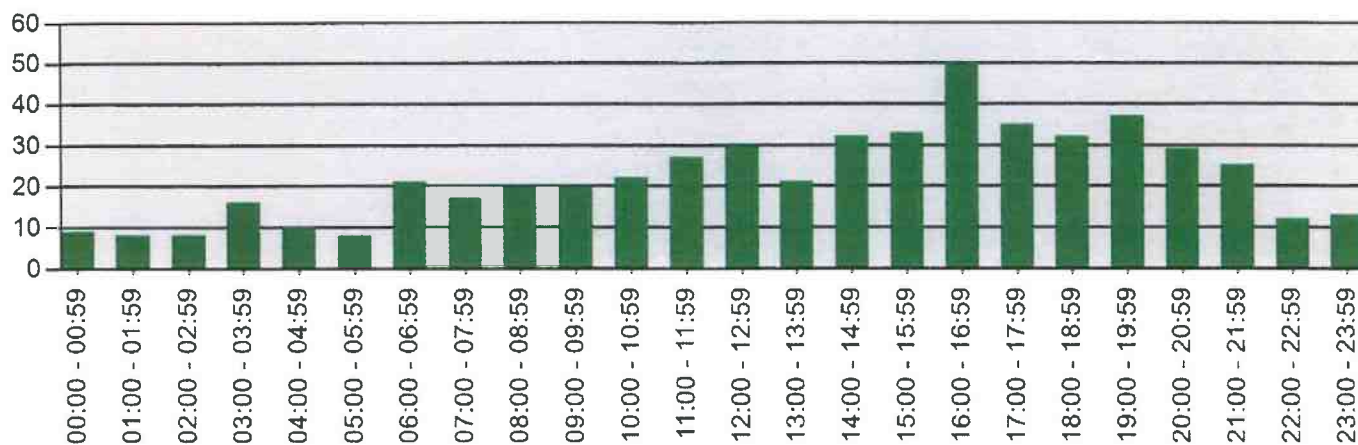
Fire Department Mount Joy

Mount Joy, PA

This report was generated on 1/8/2022 12:19:11 PM

Incidents by Hour for Date Range

Start Date: 01/01/2021 | End Date: 12/31/2021



Hour	# of Calls
00:00 - 00:59	9
01:00 - 01:59	8
02:00 - 02:59	8
03:00 - 03:59	16
04:00 - 04:59	10
05:00 - 05:59	8
06:00 - 06:59	21
07:00 - 07:59	17
08:00 - 08:59	20
09:00 - 09:59	20
10:00 - 10:59	22
11:00 - 11:59	27
12:00 - 12:59	30
13:00 - 13:59	21
14:00 - 14:59	32
15:00 - 15:59	33
16:00 - 16:59	50
17:00 - 17:59	35
18:00 - 18:59	32
19:00 - 19:59	37
20:00 - 20:59	29
21:00 - 21:59	25
22:00 - 22:59	12
23:00 - 23:59	13

Only REVIEWED incidents included



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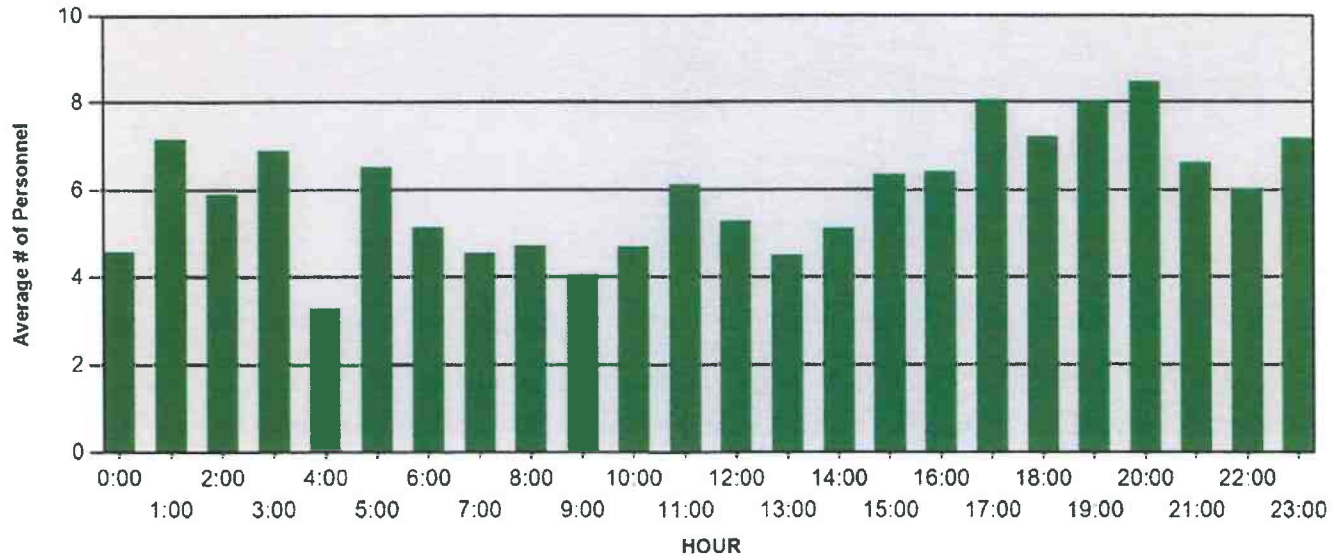
Fire Department Mount Joy

Mount Joy, PA

This report was generated on 1/8/2022 12:20:48 PM

Average Number of Responding Personnel per Hour for Date Range

Start Date: 01/01/2021 | End Date: 12/31/2021



HOUR	AVG. # PERSONNEL
00:00 - 00:59	4.56
01:00 - 01:59	7.13
02:00 - 02:59	5.88
03:00 - 03:59	6.88
04:00 - 04:59	3.30
05:00 - 05:59	6.50
06:00 - 06:59	5.14
07:00 - 07:59	4.53
08:00 - 08:59	4.70
09:00 - 09:59	4.05
10:00 - 10:59	4.68
11:00 - 11:59	6.11
12:00 - 12:59	5.27
13:00 - 13:59	4.48
14:00 - 14:59	5.09
15:00 - 15:59	6.33
16:00 - 16:59	6.40
17:00 - 17:59	8.03
18:00 - 18:59	7.19
19:00 - 19:59	8.00
20:00 - 20:59	8.45
21:00 - 21:59	6.60
22:00 - 22:59	6.00

AVE. # PERSONNEL calculated from total number of personnel responding to incidents begun at the HOUR divided by total number of REVIEWED incidents for that HOUR. Includes personnel that responded both on or off apparatus.



HOUR	AVG. # PERSONNEL
23:00 - 23:59	7.15

AVE. # PERSONNEL calculated from total number of personnel responding to incidents begun at the HOUR divided by total number of REVIEWED incidents for that HOUR. Includes personnel that responded both on or off apparatus.



**EMERGENCY
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MOUNT JOY BOROUGH COUNCIL REPORT FOR JANUARY 2022 ACTIVITIES

- Held Festival of the Arts on January 28/29. We normally see 100 – 300 people out for the event, but weather held people back. We had 20+ artists in 13 different locations. Event was covered by Discover Lancaster, LNP and the Merchandiser. LNP had an article in Sunday 01/30 front page Local section.
- Starting to plan Chocolate Walk & Wine Tasting on Feb 25 / 26. Less than 70 tickets available (02/02/22). Sold out last year (125 tickets).
- Met with 2 potential businesses to relocate to Mount Joy. Both retail-based. Both wanted space downtown and were not interested in other locations. No room available downtown for them.
- Worked with downtown business on landlord / leasing issues. Spent 20+ hours with them trying to negotiate and suggest methods to resolve differences. Meetings are continuing into February.
- Wrote 2 public statements for businesses for social media posts. One was concerning negative social media attacks and their response to them. One was a status on their business situation.
- Continued working with business looking to purchase the building they are currently leasing space. Discussed financial options on purchasing with potential funding from USDA, DCED and SBA.
- Started working with new property owner downtown on Façade grant and discussed creating new commercial space currently used as apartments.
- Discussed commercial space at the shoe factory project with developer. They would like MSMJ to help with locating potential commercial tenants and develop rental rates and marketing materials. Parking availability in that specific area is a concern.
- Worked with business downtown on developing RFP for computer services / networking / cloud-based services. Attended meetings to help communicate needs to vendors and re-interpret answers to business owners. Helped select vendor for business.
- Assisted business downtown with e-commerce on existing website. Trained them using WooCommerce and WordPress.

Talked with several businesses downtown and it is still difficult to find employees. Downtown is bouncing back and business is going well, but owner/operators are feeling tired from not getting breaks. Some businesses are just keeping up and not able to grow because of lack of employees. Some businesses are down to owners, spouses and family members running them.

2022 Sponsorship Update

Chocolate Walk

- Major Sponsor: Denny Brandt, Berkshire Real Estate



MILANOF-SCHOCK LIBRARY

1184 Anderson Ferry Road, Mount Joy, PA 17552

Tel: 717.653.1510 Fax: 717.653.4030

www.mslibrary.org

Milanof-Schock Library is a community resource that enriches lives through, education, information, exploration, and socialization.

Serving East Donegal Township, Marietta Boro, Mount Joy Boro, Mount Joy Township & Rapho Township

January 2022 - Compiled by Joseph McIlhenney, Executive Director

Contributors: Susan Craine, Kim Beach, Jan Betty & Kirstin Rhoades

2021 Year-in-Review Statistics	2021	2020	2019	2018	2017
TOTAL 2021 CIRCULATION	172,044	129,491	190,115	187,580	183,069
OVERDRIVE & E format	16,770	16,200	11,936	-	-
CIRCULATION w/E format	188,814	145,691	202,051		
PATRON (DOOR) COUNT	50,563	38,341	75,724	81,587	81,509
NEW PATRONS	712	410	919	852	980
COMPUTER LOG-INS	3,665	2,678	5,999	-	-
WIRELESS ACCESS	3,404	3,137	5,378	-	-
PASSPORTS	846	568	1,184	1,239	1,233
WEBSITE VISITS	32,856	29,893	31,244	-	-
FACEBOOK PAGE REACH *	43,232	83,024			
INSTAGRAM REACH **	6,435	6,608			

	Website Visits	Avg Users/Month	Est. Time on Page in minutes
2021	32,856	1,572	2.02
2020	29,893	1,454	1.99
2019	31,244	1,477	1.76

LOBBY BOOK DONATIONS - December	\$943.55	
LOBBY BOOK DONATIONS – 2021 Total		\$10,155.95
DONATIONS ADDED	\$293.69	
DONATIONS as PRIZES	\$153.00	
DONATIONS for DECEMBER	\$1,390.24	

YEAR-in-REVIEW -- PROGRAM, CLUB and PROCTOR NUMBERS

ADULT Programs	2021 Totals	2020 Totals	2019 Totals
In-Library Programs	17	55	108
Participants	412	858	1,538
Club Meetings/Participants	76/347	-	-
YOUTH Programs	2021 Totals	2020 Totals	2019 Totals
In-Library Programs	201	299	453
Participants	4,326	5,939	7,383
Virtual/Video	54	37	-
Virtual Participants	3,002	3343	-
Volunteer Hours	1,229.25	-	-

The narrative portions of this report, below, are from Dec 2021 unless otherwise stated. The statistics above, are 2021 statistics reported for year.

* Number of unique Instagram accounts that saw posts/stories at least once

** Number of people who saw any content from the MSL Facebook page or about our page.

89

Executive Summary:

- **MSL celebrated the end of the Beast!** The MSL sinkhole was repaired in the early part of December at a cost of \$2,465 – much less than was originally thought – by Wilbur Nissly and Son Construction Services of Mount Joy. Now that the Beast is dead, I am seeking bids for Beauty, the patio at the front of the library.
- **MSL & Girl Scout Gold Award Project.** Girl Scout Emily Fasig approached MSL some time ago concerning a service project for her Gold Award. The agreed upon project will be two picnic tables for the planned patio at the front of the library. The unique tables will be tailor built for the space and measure roughly 6 feet square.
- MSL was voting place November 2nd, 2021. Voting was “steady with more voters than expected, which isn’t to say we had many.”
- In mid-November Getaways On Display installed a new wall mounted display near restrooms. The old display was a floor model that took up a great deal of space in the lobby.
- **MSL has been the recipient of an LSTA grant.** Over the past 6 month or so the library received 22 books on the topic of management and leadership from the Office of Commonwealth Libraries made possible via a Library Services and Technology Act (LSTA) grant. The approximate value of this grant would be around \$500.
- Nearly 700 people visited the MSL information table at Winterfest
- A total of nearly 250 people visited Santa at MSL on November 27 and December 11, 2021.
- **When all the counting was finished, MSL realized a bit more than \$19,500 from ExtraGive.**
- Library was closed on Saturday, Dec 25 and Monday Dec 27, 2021 for Christmas and Saturday, January 1, 2022 for New Year Day.
-

Joseph

- MSL’s **Decennial Report of Association Continued Existence** [DSCB:54-503] was submitted with the assistance of Sager, Swisher and Company.
- Visited and spoke at **NORLANCO Kiwanians on November 3**. A nice group of folks who are very supportive of the library, most recently working with Jan Betty on a terrific MSL/ Kiwanis project where Donegal HS students read to Primary School children. The Kiwanis purchased the books for the project making it possible for each of the children to take a book home.
- After several attempts to contact them, I called Northwest Bank and stopped the auto payments for Newtek Services. The banks charged MSL \$37 for this service. MSL switched to **Premium Card Solutions** on Nov 11, 2021.
- On December 2nd I **met with the library director from Elizabethtown Public Library**, Deb Dury. Deb has been serving Etown PL for more than 15 years. Among other things, we discussed FBI fingerprinting operations.
- **Attended LSLC meeting on Dec 3**. Among other things, the group discussed a shared branding of library services that represents all libraries while not being specific to any one. LSLC is applying for ARPA (American Rescue Plan Act) funds that, if successful, will bring improved OverDrive access as well as funds for print materials.

Community/Service Point (Susan)

- Created new staff schedule because Kent took another position and cut his hours
- Trained a few new volunteers
- Counted and delivered items from the Giving Tree. Mount Joy Helping Services and DSAA were the recipients this year.
- Cooked for and attended the staff get together on December 16th

Youth Services (Jan)

- Winterfest was a HUGE success this year with 680 stopping by our booth. We did a lollipop tree with the winners (which was everyone) getting a free donated book. I had helpers from Key Club or it would not have been as successful! Gave out holiday stickers and over 100 calendars and

bookworms. Gave out the following book \$ in donations: easy \$640 Juv. Fiction \$1057 Young adult \$918 Total \$2615.

- Bingo books: 3 easy (\$15), 12 juvenile fiction (\$ 84), 6 young adult (\$54).
- The holiday guitar concert was highly successful; Kim was kind enough to cover it so we didn't have to cancel! She counted the adults in her program numbers.
- Kim also counted the numbers from Santa as she ran that program also...we're trying to score the photographer for our Seuss event...he was incredible.
- Looking forward to the "Cozy up and Read" winter reading challenge, working on the Seuss event and planning the Summer events! Hopefully 2022 will be a much better year!

Public Relations/Promotions (Kirstin)

- **CONSTANT CONTACT: March 2021**
 - November 2021 Enews: sent to 3,014 contacts, added 25 new contacts; 990 opens (34%), 80 clicks (2.8%), 3 unsubscribes; 83.3% opened on PCs, 16.7% opened on devices
- **SOCIAL MEDIA:**
 - Facebook – Total Page Followers 2,071 (went down?); 5 New Follows; 6,166 reached; 2,162 post engagements; Created 4 Events; Most popular post - Post showing Kent with MSL totes reached 1.1K with 50 reactions
 - Instagram – 724 followers;
 - 1 Press Releases - Distributed via news media, municipalities, and Chamber of Commerce.
- **WEBSITE**
 - 2,738 website entrances; 5,107 page views. Highest view counts: 688 page views of calendar; 120 views of Family Story Time; 170 views of Passport page
 - Created 3 new banners for the home page
 - Updated programs for January.
- **MISC**
 - Delivered boxes of books to the High School English Department to give to students
 - Attended webinar for social media
 - Started "Santa's Secret" wrapped mystery books for sale
 - Made bookmarks for Jan to give out at Winter Fest
 - Added more photos to our Google page;
 - Continued the emptying of the book donation shed and gathering books for sale in lobby, which made over \$946 in December, with a yearly total of over \$10,100
 - Listed sign changes for the street marquee
 - Updated January print calendar and calendar for Lobby/kids area
 - Use Sparkpost App to create monthly program promos to be used on Social Media platforms and Enews

Volunteers/Programming/Fundraising (Kim)

- **Fundraising 2021 Report**
 - Compiled list of 2021 fundraising events with their financials. See attached.
 - Will use this information to flesh out the event list for 2022.
 - Looking for BIG ROI of employee time.
- **Annual Patron Appeal 2022**
 - Requested quote from printer.
 - Began work on the "ask" letter.
 - Planning to mail no later than last week in February 2022.
- **Passive Programs / Clubs**
 - Club numbers are increasing since we became mask-optional. Of course, one club chose to go back to Zooming because we went mask-optional. Proof that we can't please everyone!
 - In discussion re: holding a monthly support group at MSL in 2022. More service to our community!
- **Adult Programs**

- Attendance at in-person adult programs is still low but hoping that 2022 will change that.
- Make-It Monday classes are much more popular. December's annual Holiday Ornament program was popular and well-attended.
- Full slate of MIM classes prepped for 2022. Need some ideas for a program that men would attend!
- **Volunteers**
 - Interviewed another new volunteer candidate. We now have a full roster of shelveers again.
 - Created a small gift for each volunteer who worked continually throughout the year.
 - Sent holiday cards to all the volunteers.
- **Miscellaneous**
 - Filled in for Jan and hosted the Classical Guitar Quartet concert at the library. Approximately 50 people attended. Beautiful music!
 - Did my monthly guest reader program for Excentia (via Zoom). Had a great discussion with the clients!
 - Acted as hostess for the Chamber's second Santa visit at the library.
- **Worked on programming for 2022.**

Mount Joy Borough

Zoning & Code Department

REPORT

To: Borough Council; Borough Manager

From: Stacie Gibbs- Zoning, Codes and Planning Administrator

Date: January 2022

Re: January 2022 Zoning, Code and Planning Report

UPDATES

- Mount Joy Senior Housing- Construction continues.
- Laurel Harvest- Staff is meeting virtually with the new owners (Cresco) on February 2, 2022.
- 30 N. Jacob Street – Clean-out continues.
- Mount Joy Dental- Plans and Agreement have been recorded.
- Fox Chapel Publishing- Construction continues.
- Roots Distributor Addition- Addition is just about completed. Operations have been moved into new space so existing space renovations can commence.

REPORT

- Reviewed financial security release letter requests from Laurel Harvest and 200 S. Plum Street outdoor storage. Reviewed financial security reduction recommendation letters from the Borough Engineer.
- Completed 2022 Annual Boundary and Annexation Survey (BAS) for Census. No changes to Borough boundary to report.
- Completed 2021 Annual Report of Building Permits Issued for New Housing for Census.
- Prepared Annual Reports.
- 1/4/22 – Contacted by MJPD and FDMJ regarding 24 W. Donegal Street bathroom fire and unsanitary conditions in the evening. Inspected and posted. Continued communications with owner.
- Continue use reviews for potential new occupants of 1. W. Main Street. Have not received any formal applications at this time.
- Drafting ZHB minutes.
- The Lancaster County Planning Department contacted Borough Staff regarding their Planning Leadership Awards Program. They believe the Mount Joy Borough Active Transportation Implementation Guidebook would be a good candidate for

consideration for an award. They requested we provide a nomination by January 31st and submit a formal application package by February 15th. The nomination form was completed and forwarded to LCPC.

MEETINGS

- 1/3/22 – Council meeting
- 1/26/22- Zoning Hearing Board meeting.

TRAINING

MOUNT JOY BOROUGH-Violations: " 1/1/2022 - 1/31/2022
JANUARY 2022 CODE AND VIOLATION REPORT

Fire	
Open	
	Total number of Open Fire Violations: 1
Property	
Closed	
	Total number of Closed Property Violations: 8
Open	
	Total number of Open Property Violations: 4
	13

MOUNT JOY BOROUGH Inspections by STACIE GIBBS: 1/1/2022 - 1/31/2022

JANUARY 2022 RENTAL INSPECTIONS

Type / No / TaxNo / Subtype / Task / Notes	Pass/Fail/Comp Fee	Inspector	Date
Tenant - Property			
510 GLENN AVE - Tenant - Property	4505661500000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		1/10/2022
10 year smoke needed in basement and back north side bedroom.			
204 S BARBARA ST - Tenant - Property	4503111400000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		1/11/2022
49 E MAIN ST - Tenant - Property	4508852000000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		1/10/2022
204 S HIGH ST - Tenant - Property	4508815000000		
Tenant Space	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> SG		1/26/2022
All smokes were not 10 year sealed. Replace all smokes. Dryer in basement was not vented to outside, in fact it was not vented at all. Owner will need to vent through basement window. Spalding on sidewalk observed. Label electrical panel			
202 E DONEGAL ST - Tenant - Property	4509067300000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		1/26/2022
Replace existing smokes with 10 year sealed.			
104 S BARBARA ST APT 1 - Tenant - Property	4503422000000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		1/24/2022
104 S BARBARA ST 2 - Tenant - Property	4503422000000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		1/24/2022
120 FARMINGTON WAY - Tenant - Property	4507525500000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		1/24/2022
142 NEW HAVEN ST APT A - Tenant - Property	4508496200000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		1/20/2022
142 NEW HAVEN ST APT B - Tenant - Property	4508496200000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		1/20/2022
47 E MAIN ST - Tenant - Property	4508852000000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		1/10/2022
2A-10BC extinguisher needed 3CO's needed and 3 10-year smokes in commercial glass store. (no smokes were observed in existing commercial space)			
40 SPRINGVILLE RD APT A - Tenant - Property	4501610300000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		1/20/2022
40 SPRINGVILLE RD APT B - Tenant - Property	4501610300000		

Type / No / TaxNo / Subtype / Task / Notes	Pass/Fail/Comp Fee	Inspector	Date
Tenant - Property			
40 SPRINGVILLE RD APT B - Tenant - Property	4501610300000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		1/20/2022
40 SPRINGVILLE RD APT C - Tenant - Property	4501610300000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		1/20/2022
40 SPRINGVILLE RD APT D - Tenant - Property	4501610300000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		1/20/2022
40 SPRINGVILLE RD APT E - Tenant - Property	4501610300000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		1/20/2022
40 SPRINGVILLE RD APT F - Tenant - Property	4501610300000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		1/20/2022
40 SPRINGVILLE RD APT G - Tenant - Property	4501610300000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		1/20/2022
40 SPRINGVILLE RD APT H - Tenant - Property	4501610300000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		1/20/2022
241 MARIETTA AVE APT C - Tenant - Property	4505065500000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		1/11/2022
241 MARIETTA AVE APT D - Tenant - Property	4505065500000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		1/11/2022
241 MARIETTA AVE APT B - Tenant - Property	4505065500000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		1/11/2022
241 MARIETTA AVE APT A - Tenant - Property	4505065500000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		1/11/2022
279 MARIETTA AVE - Tenant - Property	4501008800000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		1/12/2022
121 ORANGE ST - Tenant - Property	4509307300000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		1/10/2022
2A-10BC extinguisher needed and 10 year sealed smoke needed in basement			
53 DONEGAL SPRINGS RD - Tenant - Property	4507770000000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		1/26/2022

Total Inspections: 26

MOUNT JOY BOROUGH-Rental Permits App Date: 1/1/2022 - 1/31/2022**2022 RENTAL LICENSE REPORT**

PermitNo	App Date	Issue Date	Owner	Project Addr	Descript	Fee
Rental						
2022 Residential Rental						
Active						
220064	1/12/2022	1/26/2022	DONEGAL SPRINGS VENTURES LLC	214 W DONEGAL ST	214 W DONEGAL ST	\$50.00
220075	1/12/2022	1/12/2022	HESS GERALD L HESS JOANNE L	206 GRANDVIEW CIR	206 GRANDVIEW CIRCLE	\$50.00
220074	1/12/2022	1/12/2022	GBADOUWEY CHARLES	225 KEINATH ST	225 KEINATH ST	\$50.00
220073	1/12/2022	1/12/2022	SHERTZER P NELSON SHERTZER KIMBER	110 W MAIN ST	110 W MAIN ST	\$50.00
220072	1/12/2022	1/12/2022	FUNK BEVERLY J	631 SQUARE ST	631 SQUARE ST	\$200.00
220071	1/12/2022	1/12/2022	GREGORY AND KIMBERLY NASH	204 MOUNT JOY ST	204 MOUNT JOY STREET	\$50.00
220070	1/12/2022	1/12/2022	MUMMAU JENNA AND NEAL	59 W DONEGAL ST	59 W DONEGAL ST	\$100.00
220069	1/12/2022	1/12/2022	BRETZ WAYNE L & LINDA K	230 MARIETTA AVE	230 MARIETTA AVE	\$100.00
220068	1/12/2022	1/12/2022	GRAYBILL JULIANN E	5 E DONEGAL ST	5 E DONEGAL ST	\$150.00
220067	1/12/2022	1/12/2022	GRAYBILL JULIANN E	114 DAVID ST	114 DAVID ST	\$100.00
220001	1/3/2022	1/31/2022	GAO MEIXIA	578 CREEKSIDE LN	578 CREEKSIDE LANE	\$50.00
220065	1/12/2022	1/12/2022	MUMMAU KEVIN AND STACY	724 CHURCH ST	724-730 CHURCH ST	\$200.00
220078	1/12/2022	1/12/2022	J&G PARTNERS LLC	374 FARMVIEW LN	374 FARMVIEW LANE	\$50.00
220063	1/12/2022	1/12/2022	B&E STOLTZFUS PROPERTIES LLP	121 S BARBARA ST	121 S. BARBARA ST	\$50.00
220062	1/12/2022	1/12/2022	B&E STOLTZFUS PROPERTIES LLP	119 S BARBARA ST	119 S BARBARA ST	\$50.00
220061	1/12/2022	1/12/2022	SCHATZ GARY W SCHATZ RAEANN W	1090 W MAIN ST	1090 W MAIN ST APT B	\$50.00
220060	1/12/2022	1/12/2022	EBERSON DAVID & CONNIE	838 WOOD ST	838 WOOD ST	\$50.00
220059	1/12/2022	1/12/2022	MILLER KARL E & BARBARA A	230 GRANDVIEW CIR	230 GRANDVIEW CIRCLE	\$50.00
220058	1/12/2022	1/12/2022	MILLER KARL E & BARBARA A	227 GRANDVIEW CIR	227 GRANDVIEW CIRCLE	\$50.00
220057	1/12/2022	1/12/2022	HUGHES TERRY L SLESSER DALE R	119 COLUMBIA AVE	119-121 COLUMBIA AVE	\$100.00
220056	1/12/2022	1/12/2022	MARKOVITS TIMOTHY G MARKOVITS MA	222 ZIEGLER ST	222 ZIEGLER ST	\$50.00
220055	1/12/2022	1/12/2022	KOCH JOSEPH A ET AL	21 W DONEGAL ST	21 W DONEGAL ST	\$150.00
220066	1/12/2022	1/12/2022	WITMER JAMES	11 LUMBER ST	11 LUMBER STREET	\$50.00
220090	1/20/2022	1/20/2022	BINKLEY JORDAN T BINKLEY LAURA A	410 N ANGLE ST	410 N ANGLE ST	\$50.00
220101	1/20/2022	1/20/2022	MYERS ANTHONY J MELLEBY KYRA A	27 W DONEGAL ST	27 W DONEGAL ST	\$100.00
220100	1/20/2022	1/20/2022	BURKHOLDER JEFFREY S	406 DELTA ST	406 DELTA ST	\$50.00
220099	1/20/2022	1/20/2022	HESS TODD N	340 FARMVIEW LN	340 FARMVIEW LANE	\$50.00
220098	1/20/2022	1/20/2022	BRUBAKER JAMES F REVOCABLE TRUST	322 FARMVIEW LN	322 FARMVIEW LANE	\$50.00
220097	1/20/2022	1/20/2022	SNYDER BENJAMIN D & JOLENE L	723 WATER ST	723 WATER ST	\$50.00
220096	1/20/2022	1/20/2022	DROHAN TROY D DROHAN ANNETTE K	1059 DONEGAL SPRINGS RD	1059-1065 DSR	\$200.00
220095	1/20/2022	1/20/2022	LINDERMAN JUSTIN	91 E MAIN ST	91 E MAIN ST	\$100.00
220094	1/20/2022	1/20/2022	GARBER JAMES R CARMANY BRIE A	452 S PLUM ST	452 S PLUM ST	\$50.00
220093	1/20/2022	1/20/2022	RUTT JAMIE L	81 E MAIN ST	81-83 E MAIN ST	\$150.00
220076	1/12/2022	1/12/2022	VAN LIANG STEVEN	5 N HIGH ST	5-7 N HIGH ST	\$200.00
220091	1/20/2022	1/20/2022	BRENEMAN JOEL S	840 PINK ALY	840 PINK ALLEY	\$50.00
220077	1/12/2022	1/12/2022	LANDIS SHAWN E & STACIE HEISEY	603 MARTIN AVE	603 MARTIN AVE	\$50.00
220089	1/20/2022	1/20/2022	BRANDT DENNY AND MARY	10 WALNUT ST	10 WALNUT STREET	\$50.00
220088	1/20/2022	1/20/2022	BRANDT DENNY	220 MOUNT JOY ST	220 MOUNT JOY ST	\$50.00
220087	1/20/2022	1/20/2022	BRANDT DENNIS C BRANDT MARY R	215 MIDWAY RD	215 MIDWAY ROAD	\$50.00
220084	1/12/2022	1/12/2022	AWAD KAMAL	75 E MAIN ST	75 E MAIN ST	\$50.00
220083	1/12/2022	1/12/2022	BINKLEY AARON BINKLEY KATHY	107 COLUMBIA AVE	107 COLUMBIA AVE	\$50.00
220082	1/12/2022	1/12/2022	SITES ERIN J	739 WATER ST	739 WATER ST	\$50.00
220081	1/12/2022	1/12/2022	VOYTEK ANDREW	372 DONEGAL SPRINGS RD	372 DONEGAL SPRINGS ROAD	\$50.00
220080	1/12/2022	1/12/2022	VOYTEK ANDREW	310 SAGAMORE HL	310 SAGAMORE HILL	\$50.00
220079	1/12/2022	1/12/2022	CRIST ALLAN S CRIST CAROL L	205 W MAIN ST	205 W MAIN ST	\$50.00
220052	1/12/2022	1/12/2022	BRANDT JAY M BRANDT JOYCE E	29 W DONEGAL ST	29 W DONEGAL ST	\$100.00
220092	1/20/2022	1/20/2022	SCHROLL JULIA	224 N BARBARA ST	224 N BARBARA ST	\$50.00
220016	1/10/2022	1/10/2022	CALAMAN JANET AND SHANE AND ANGE	122 E MAIN ST	122 E MAIN ST	\$100.00
220054	1/12/2022	1/12/2022	EBERLY DAVID F JR	108 E DONEGAL ST	108 E DONEGAL ST.	\$50.00
220027	1/11/2022	1/11/2022	HESS ROBIN E	131 FRANK ST	131-133 FRANK ST	\$100.00

PermitNo	App Date	Issue Date	Owner	Project Addr	Descript	Fee
Rental						
2022 Residential Rental						
Active						
220026	1/11/2022	1/11/2022	HESS ROBIN E HESS MARILYN J	217 N BARBARA ST	217-219 N BARBARA ST	\$100.00
220025	1/11/2022	1/11/2022	HESS ROBIN E HESS MARILYN J	613 W MAIN ST	613 W MAIN ST	\$100.00
220024	1/11/2022	1/11/2022	NEWCOMER JAMES A NEWCOMER EDNA	224 S MARKET ST	224 S MARKET ST	\$50.00
220023	1/11/2022	1/11/2022	GARBER JODI L	152 NEW HAVEN ST	152 NEW HAVEN ST	\$250.00
220021	1/10/2022	1/10/2022	HALBLEIB FRED A HALBLEIB CYNTHIA L	342 CEDAR LN	342 CEDAR LANE	\$50.00
220020	1/10/2022	1/10/2022	HALBLEIB FRED A HALBLEIB CYNTHIA L	338 CEDAR LN	338 CEDAR LANE	\$50.00
220019	1/10/2022	1/10/2022	JUARBE RICHARD JUARBE BERNICE	237 MANHEIM ST	237 MANHEIM ST	\$50.00
220029	1/11/2022	1/11/2022	TOG PROPERTIES C/O ROBIN HESS	8 PINKERTON RD	8 PINKERTON RD	\$50.00
220017	1/10/2022	1/10/2022	KLINE ROBERT E KLINE CORINNE C	731 HILL ST	731 HILL ST.	\$50.00
220030	1/11/2022	1/11/2022	GEBHART CRYSTAL & DAVID	554 UNION SCHOOL RD	554 UNION SCHOOL ROAD	\$50.00
220015	1/10/2022	1/10/2022	VELEZ RANDY	130 E DONEGAL ST	130 E DONEGAL ST	\$50.00
220014	1/10/2022	1/10/2022	MILLAR JON AND LINDA	365 N BARBARA ST	365 N. Barbara Street, Apt A	\$50.00
220013	1/10/2022	1/10/2022	BRUBAKER LUKE	372 FARMVIEW LN	372 FARMVIEW LANE	\$50.00
220012	1/10/2022	1/10/2022	BRUBAKER LUKE	306 FARMVIEW LN	306 FARMVIEW LANE	\$50.00
220011	1/10/2022	1/10/2022	MARTIN DAVID AND RHODA	212 LAKESIDE XING	212 LAKESIDE CROSSING	\$50.00
220010	1/10/2022	1/10/2022	MARTIN DAVID AND RHODA	210 LAKESIDE XING	210 LAKESIDE CROSSING	\$50.00
220008	1/10/2022	1/10/2022	MARTIN DAVID AND RHODA	208 LAKESIDE XING	208 LAKESIDE CROSSING	\$50.00
220007	1/10/2022	1/10/2022	ZIMMERMAN LLOYD	206 LAKESIDE XING	206 LAKESIDE CROSSING	\$50.00
220006	1/10/2022	1/10/2022	ZIMMERMAN LLOYD	204 LAKESIDE XING	204 LAKESIDE CROSSING	\$50.00
220005	1/10/2022	1/10/2022	MUSSER HAROLD Z MUSSER JUDITH ANN	841 COLONY LN	841 COLONY LANE	\$50.00
220018	1/10/2022	1/10/2022	LUTZ JEROME AND TARA MARIE	124 N ANGLE ST	124 N ANGLE STREET	\$50.00
220041	1/11/2022	1/11/2022	SHEETZ JONATHAN R SHEETZ DONNA M	4 E MAIN ST	4 E MAIN ST (1) AND 10 E MAIN ST (3)	\$200.00
220104	1/21/2022	1/21/2022	KING BENJAMIN F KING MIRIAM F	24 W DONEGAL ST	24 W DONEGAL ST	\$100.00
220051	1/12/2022	1/12/2022	CMG HOLDINGS LLC	212 WATERS EDGE DR	212 WATERS EDGE DRIVE	\$50.00
220050	1/12/2022	1/12/2022	CMG HOLDINGS LLC	215 CHARLAN BLVD	215 CHARLAN BLVD	\$50.00
220049	1/12/2022	1/12/2022	CMG HOLDINGS LLC	209 CHARLAN BLVD	209 CHARLAN BLVD	\$50.00
220048	1/12/2022	1/12/2022	CMG HOLDINGS LLC	205 CHARLAN BLVD	205 CHARLAN BLVD	\$50.00
220047	1/12/2022	1/12/2022	EPLER DAVID & SUSAN	1071 WOOD ST	1071 WOOD	\$50.00
220046	1/12/2022	1/12/2022	EPLER DAVID AND SUSAN	1046 WOOD ST	1046 WOOD STREET	\$50.00
220045	1/12/2022	1/12/2022	TORBORG MARK T & DEBORAH L	437 N PLUM ST	437 N PLUM ST	\$50.00
220044	1/12/2022	1/12/2022	SHELLY RAY D & BRENDA L	327 SCHOOL LN	327 SCHOOL LANE	\$50.00
220028	1/11/2022	1/11/2022	TOG PROPERTIES C/O ROBIN HESS	255 MARIETTA AVE	255 MARIETTA AVE, APT A&B	\$100.00
220042	1/11/2022	1/11/2022	SHEETZ JONATHAN R SHEETZ DONNA M	210 S BARBARA ST	210 S BARBARA ST	\$50.00
220053	1/12/2022	1/12/2022	KIBLER LOGAN	30 W MAIN ST	28-30 W MAIN ST	\$100.00
220040	1/11/2022	1/11/2022	LEAMAN BRANDON	228 N PLUM ST	228 N PLUM ST	\$50.00
220039	1/11/2022	1/11/2022	BML RENTALS LLC C/O BRANDON LEAMA	121 ORANGE ST	121 ORANGE ST	\$50.00
220038	1/11/2022	1/11/2022	LEAMAN BRANDON M	578-580 W MAIN ST	578-580 W MAIN ST	\$200.00
220037	1/11/2022	1/11/2022	LEAMAN BRANDON	721 W MAIN ST	721-725 W MAIN ST	\$200.00
220036	1/11/2022	1/11/2022	HEISEY JAMES NORMAN	313 E MAIN ST	313-315 E MAIN ST	\$100.00
220035	1/11/2022	1/11/2022	HEISEY JAMES NORMAN	311 E MAIN ST	311 E MAIN ST	\$50.00
220034	1/11/2022	1/11/2022	MORAN PATRICK	101 NEW HAVEN ST	101 NEW HAVEN ST	\$150.00
220033	1/11/2022	1/11/2022	EBERLY LINDA	214 W MAIN ST	214 W MAIN ST	\$150.00
220032	1/11/2022	1/11/2022	GEBHART DAVID E GEBHART CRYSTAL E	905 CHURCH ST	905 CHURCH ST	\$50.00
220031	1/11/2022	1/11/2022	GEBHART DAVID E GEBHART CRYSTAL E	558 UNION SCHOOL RD	558 UNION SCHOOL RD	\$50.00
220043	1/12/2022	1/12/2022	B&E RENTALS LLC	117 E MAIN ST	117 E MAIN ST	\$50.00
220168	1/31/2022	1/31/2022	HILL JESSE W & KIM M	112 FAIRVIEW ST	112 FAIRVIEW ST	\$50.00
220153	1/26/2022	1/26/2022	SHELLENBERGER JAY G & NANCY J	157 MANHEIM ST	157 MANHEIM ST	\$50.00
220178	1/31/2022	1/31/2022	IRANMANESH BABAK	142 NEW HAVEN ST	142 NEW HAVEN ST	\$100.00
220177	1/31/2022	1/31/2022	NOLT LESLIE & PAMELA	328 RICHLAND LN	328 RICHLAND AVE	\$50.00
220176	1/31/2022	1/31/2022	NOLT LESLIE P & PAMELA K	467 DONEGAL SPRINGS RD	467 DONEGAL SPRINGS ROAD	\$50.00
220175	1/31/2022	1/31/2022	COOPER JOHN & JENNIE	1 S MARKET ST	1 S MARKET ST	\$100.00
220174	1/31/2022	1/31/2022	H & R Transload	207 S MARKET AVE	207 S. MARKET AVE	\$50.00
220173	1/31/2022	1/31/2022	H & R Transload	820 SQUARE ST	820 SQUARE ST	\$50.00

PermitNo	App Date	Issue Date	Owner	Project Addr	Descript	Fee
Rental						
2022 Residential Rental						
Active						
220172	1/31/2022	1/31/2022	JOHNSON SHERILL	832 WOOD ST	832 WOOD ST	\$50.00
220171	1/31/2022	1/31/2022	SHEARER GLENN H	218 MOUNT JOY ST	218 MOUNT JOY STREET	\$50.00
220180	1/31/2022	1/31/2022	JONES JESSE F	309 SAGAMORE HL	309 SAGAMORE HILL	\$50.00
220169	1/31/2022	1/31/2022	SAUDER BARRY L JR	208 BIRCHLAND AVE	208 BIRCHLAND AVE	\$50.00
220181	1/31/2022	1/31/2022	NGUYEN DUNG AND TRACIE	844 E MAIN ST	844 E MAIN ST	\$100.00
220167	1/31/2022	1/31/2022	HILL JESSE W & KIM M	110 FAIRVIEW ST	110 FAIRVIEW ST	\$50.00
220166	1/31/2022	1/31/2022	REED WANDA	78 W MAIN ST	78 W MAIN ST	\$100.00
220165	1/31/2022	1/31/2022	SNARELY TYLER & TESSA	212 MOUNT JOY ST	212 MOUNT JOY STREET	\$50.00
220160	1/26/2022	1/26/2022	KREIDER BENJAMIN D	35 DONEGAL SPRINGS RD	35 DONEGAL SPRINGS ROAD	\$50.00
220159	1/26/2022	1/26/2022	BECKER HENRY A	145 NEW HAVEN ST	145 NEW HAVEN ST	\$50.00
220158	1/26/2022	1/26/2022	BRETZ JOAN R	813 W MAIN ST	813 W MAIN STREET	\$50.00
220157	1/26/2022	1/26/2022	GLICK CALVIN W	617 CHURCH ST	617 CHURCH ST	\$50.00
220156	1/26/2022	1/26/2022	STRAUB DONALD H & GLORIA V	116 S MARKET ST	116 S MARKET ST	\$50.00
220155	1/26/2022	1/26/2022	YODER ADAM C AND MANA	310 WITWER WAY	310 WITWER WAY	\$50.00
220102	1/21/2022	1/21/2022	ZINK NANCY S	412 S PLUM ST	412 S PLUM ST	\$50.00
220170	1/31/2022	1/31/2022	MARTIN BRENDA S	303 SAGAMORE HL	303 SAGAMORE HILL	\$50.00
220192	1/31/2022	1/31/2022	ERB DARLENE M	133 CHERRY ALY	133 CHERRY ALLEY	\$50.00
220203	1/31/2022	1/31/2022	PEIFER IRVIN H PEIFER J KATHLEEN	124 NORTH ALY	124 NORTH ALLEY	\$50.00
220202	1/31/2022	1/31/2022	KILHEFFER JAMES L KILHEFFER MARTHA	118 NORTH ALY	118 NORTH ALLEY	\$50.00
220201	1/31/2022	1/31/2022	PEIFER IRVIN H PEIFER J KATHLEEN	114 NORTH ALY	114 NORTH ALLEY	\$50.00
220200	1/31/2022	1/31/2022	C & T INVESTMENT PROPERTIES LLC	15 W MAIN ST	15 W MAIN ST	\$150.00
220199	1/31/2022	1/31/2022	MURRAY DALE D & JULIA ANNE	120 FARMINGTON WAY	120 FARMINGTON WAY	\$50.00
220198	1/31/2022	1/31/2022	GORSKI GARRELL W & SHEREE L	215 MARIETTA AVE	215 MARIETTA AVE	\$150.00
220197	1/31/2022	1/31/2022	BRUBAKER BLAKE, DEBRA AND LOWELL	50 E MAIN ST	50 E. MAIN ST & 10 MARIETTA AVE	\$150.00
220196	1/31/2022	1/31/2022	ERB DARLENE M	639 SQUARE ST	639 SQUARE ST	\$50.00
220195	1/31/2022	1/31/2022	ERB DARLENE M	143 CHERRY ALY	143 CHERRY ALLEY	\$50.00
220179	1/31/2022	1/31/2022	JONES JESSE F	26 DETWILER AVE	26 DETWILER AVE	\$50.00
220193	1/31/2022	1/31/2022	ERB DARLENE M	137 CHERRY ALY	137 CHERRY ALLEY	\$50.00
220152	1/26/2022	1/26/2022	SPANGLER E WILLIS JR & SUSAN F	341 CEDAR LN	341 CEDAR LANE	\$50.00
220191	1/31/2022	1/31/2022	ERB DARLENE M	131 CHERRY ALY	131 CHERRY ALLEY	\$50.00
220190	1/31/2022	1/31/2022	ERB DARLENE M	632 CLAY ALLEY	632 CLAY ALLEY	\$50.00
220189	1/31/2022	1/31/2022	ERB DARLENE M	130 CHERRY ALY	130 CHERRY ALLEY	\$50.00
220188	1/31/2022	1/31/2022	ERB DARLENE M	201 W MAIN ST	201-203 W MAIN ST	\$150.00
220187	1/31/2022	1/31/2022	GROFF MARY A	1042 WOOD ST	1042 WOOD ST	\$50.00
220186	1/31/2022	1/31/2022	ZINK FRANK	250 W MAIN ST	250 W MAIN ST	\$100.00
220185	1/31/2022	1/31/2022	SMITH PAUL G SMITH BARBARA A	310 E MAIN ST	310 E MAIN ST	\$100.00
220184	1/31/2022	1/31/2022	HOFFMAN SAMUEL A & CAROLYN JOY	228 N BARBARA ST	228 N BARBARA ST	\$100.00
220183	1/31/2022	1/31/2022	ZINK NANCY S	322 E MAIN ST	322 E MAIN ST	\$100.00
220182	1/31/2022	1/31/2022	CARPENTER JAY S	318 CHOCOLATE AVE	318 CHOCOLATE AVE	\$100.00
220194	1/31/2022	1/31/2022	ERB DARLENE M	141 CHERRY ALY	141 CHERRY ALLEY	\$50.00
220114	1/21/2022	1/21/2022	CONIGLIARO GIUSEPPE & ANNA	424 S PLUM ST	424 S PLUM ST	\$50.00
220154	1/26/2022	1/26/2022	DAGGETT JAMES S & AUDREY J	349 W MAIN ST	349 W MAIN ST	\$50.00
220126	1/21/2022	1/21/2022	KERNER CHRISTOPHER AND KELLY	62 E MAIN ST	62 A E MAIN ST	
220125	1/21/2022	1/21/2022	BUCHEN BURNELL L	207 FREDERICK ST	207 FREDERICK ST	\$50.00
220124	1/21/2022	1/21/2022	JOHNS JAMES M JOHNS DEBORAH JOHN	221 MARIETTA AVE	221 MARIETTA AVE	\$50.00
220121	1/21/2022	1/21/2022	AMSBAUGH JOHN E JR AMSBAUGH DANA	206 W MAIN ST	206 W MAIN ST	\$200.00
220120	1/21/2022	1/21/2022	KAIN BRETT M KAIN SARAH M	31 MOUNT JOY ST	31 MOUNT JOY ST	\$50.00
220119	1/21/2022	1/21/2022	KAIN BRETT M KAIN SARAH M	29 MOUNT JOY ST	29 MOUNT JOY ST	\$100.00
220118	1/21/2022	1/21/2022	REID SCOTT A	890 E MAIN ST	890-896 E MAIN ST	\$200.00
220117	1/21/2022	1/21/2022	REIDER SCOTT E	986 W MAIN ST	986 W MAIN ST	\$300.00
220128	1/21/2022	1/21/2022	FRAIN SHONA FRAIN JONATHAN W	305 CHOCOLATE AVE	305 CHOCOLATE AVE	\$50.00
220115	1/21/2022	1/21/2022	VALLEY VIEW CAPITAL LLC	110 E DONEGAL ST	110 E DONEGAL ST	\$50.00
220129	1/21/2022	1/21/2022	HEFFLEY DALE	948 CHURCH ST	948 CHURCH ST	\$50.00

PermitNo	App Date	Issue Date	Owner	Project Addr	Descript	Fee
Rental						
2022 Residential Rental						
Active						
220113	1/21/2022	1/21/2022	CONIGLIARO GIUSEPPE & ANNA	422 S PLUM ST	422 S. PLUM ST	\$50.00
220112	1/21/2022	1/21/2022	CONIGLIARO GIUSEPPE & ANNA	415 S PLUM ST	415 S. PLUM ST	\$50.00
220111	1/21/2022	1/21/2022	CONIGLIARO GIUSEPPE & ANNA	413 S PLUM ST	413 S PLUM ST	\$50.00
220110	1/21/2022	1/21/2022	MILLER PHILIP	147 MANHEIM ST	147 MANHEIM ST REAR	\$50.00
220109	1/21/2022	1/21/2022	ESTEP CINDY & DAVID	822 BRUCE AVE	822 BRUCE AVENUE	\$50.00
220108	1/21/2022	1/21/2022	ESTEP DAVID AND CINDY	415 FLORIN AVE	415 FLORIN AVE	\$50.00
220107	1/21/2022	1/21/2022	D2B HOLDINGS LLC	456 S PLUM ST	456 SOUTH PLUM STREET	\$50.00
220106	1/21/2022	1/21/2022	ORTIZ-GUTIERREZ RICARDO ORTIZ ANA	79 A E MAIN ST	79 A E. MAIN ST.	\$50.00
220105	1/21/2022	1/21/2022	GODSHALL ROBERT D & JUDITH	948 W MAIN ST	948 W MAIN ST	\$50.00
220204	1/31/2022	1/31/2022	101 W MAIN STREET	8 MANHEIM ST	8-10 MANHEIM ST & 101 W MAIN ST	\$450.00
220116	1/21/2022	1/21/2022	HOME INVESTMENTS LLC	116 S BARBARA ST	116 S BARBARA ST	\$50.00
220140	1/26/2022	1/26/2022	HARTZELL MARK P	50 COLUMBIA AVE	50 COLUMBIA AVE	\$50.00
220151	1/26/2022	1/26/2022	SPANGLER E WILLIS JR & SUSAN F	225 E MAIN ST	225 E MAIN ST	\$50.00
220150	1/26/2022	1/26/2022	SPANGLER E WILLIS JR & SUSAN F	227 E MAIN ST	227 E MAIN ST	\$50.00
220149	1/26/2022	1/26/2022	LEETY RAYMOND C & LYNN R LAUSCH	510 GLENN AVE	510 GLENN AVE	\$50.00
220148	1/26/2022	1/26/2022	STATON BELINDA & STERLING	542 MARTIN AVE	542 MARTIN AVE	\$50.00
220147	1/26/2022	1/26/2022	SLAYMAKER MATTHEW AND DARLA	206 E DONEGAL ST	206 E DONEGAL STREET	\$50.00
220146	1/26/2022	1/26/2022	SCHAEFFER RONALD E & MELISSA D	402 S PLUM ST	402 S PLUM STREET	\$50.00
220145	1/26/2022	1/26/2022	QUICKEL SHERRY L QUICKEL LUKE N	211 GRANDVIEW CIR	211 GRANDVIEW CIRCLE	\$50.00
220144	1/26/2022	1/26/2022	NYE RICHARD L JR	36 SPRINGVILLE RD	36 SPRINGVILLE ROAD	\$50.00
220143	1/26/2022	1/26/2022	MINNICH JEFFERSON	561 CREEKSIDE LN	561 CREEKSIDE LANE	\$50.00
220127	1/21/2022	1/21/2022	LEHMAN DENNIS & JANET	114 COLUMBIA AVE	114 COLUMBIA AVE	\$50.00
220141	1/26/2022	1/26/2022	ERB JUDITH ANN	20 DAVID ST	20 DAVID ST	\$50.00
220103	1/21/2022	1/21/2022	GROFF ARTHUR	704 WOOD ST	704 WOOD ST	\$50.00
220139	1/26/2022	1/26/2022	TODD JENNIFER C	194 N MELHORN DR	194 MELHORN DRIVE	\$50.00
220138	1/26/2022	1/26/2022	SCHADEMAN HARVEY T SCHADEMAN STE	304 E MAIN ST	304 E MAIN ST APT 1	\$50.00
220137	1/26/2022	1/26/2022	SHENK FAMILY TRUST ET AL	125 W MAIN ST	125 W MAIN STREET	\$50.00
220136	1/26/2022	1/26/2022	FISHER WILMER	222 GRANDVIEW CIR	222 GRANDVIEW CIRCLE	\$50.00
220135	1/26/2022	1/26/2022	LANG KEN	562 CREEKSIDE LN	562 CREEKSIDE LANE	\$50.00
220134	1/26/2022	1/26/2022	KOSER CONNIE C/O KEN DOMBACH	40 SPRINGVILLE RD	40 SPRINGVILLE RD	\$400.00
220133	1/24/2022	1/24/2022	SOUTH MARKET AVE LLC	143 S MARKET AVE	143 S MARKET AVE	\$50.00
220132	1/24/2022	1/24/2022	ELLENBERGER RALPH G ELLENBERGER S	738 W MAIN ST	738 W MAIN ST	\$50.00
220131	1/24/2022	1/24/2022	NISSLEY MARVIN L NISSLEY LINDA M	632 W MAIN ST	632 W MAIN ST	\$50.00
220130	1/24/2022	1/24/2022	GIVENS JOSHUA D GIVENS LINDSEY B	18 DETWILER AVE	18 DETWILER AVE	\$100.00
220142	1/26/2022	1/26/2022	METZLER DANIEL L METZLER JANET L	651 FLORIN AVE	651 FLORIN AVE	\$50.00
Total 2022 Residential Rental 191						\$14,250.00
Total Rental 191						\$14,250.00
Total Permits: 191						\$14,250.00

RENTAL LICENSES COMPARISON SPREADSHEET

MONTH	2019	2020	2021	2022
JANUARY	\$ 32,100.00	\$ 33,500.00	\$ 36,300.00	\$ 14,250.00
FEBRUARY	\$ 18,375.00	\$ 14,620.00	\$ 12,000.00	
MARCH	\$ 17,650.00	\$ 19,200.00	\$ 20,150.00	
APRIL	\$ 450.00	\$ 1,350.00	\$ 600.00	
MAY	\$ 50.00	\$ 200.00	\$ 250.00	
JUNE	\$ 150.00	X	\$ X	
JULY	\$ 100.00	\$ 200.00	\$ X	
AUGUST	\$ 250.00	\$ 100.00	\$ 100.00	
SEPTEMBER	\$ 50.00	\$ 100.00	X	
OCTOBER	\$ 100.00	X	\$ 50.00	
NOVEMBER	X	X	X	
DECEMBER	\$ 50.00	X	X	
TOTALS	\$69,325.00 + \$900.00 = \$70,225 late fees (Budgeted \$70,000)	(\$69,270.00 + \$750.00 late fees= \$70,020 (Budgeted- \$70,000)	(\$69,450 +\$350 late fees=\$69,650 \$Budgeted \$71,500)	(Budgeted \$72,000)

MOUNT JOY BOROUGH-MultiSelect Permits App Date: 1/1/2022 - 1/31/2022

January 2022 Zoning and Construction Permit Report

PermitNo	App Date	Issue Date	Owner	Project Addr	Descript	Fee
Building						
deck						
Active						
220002	1/3/2022	1/21/2022	CAMPBELL LYNETTE P CAMPBELL RODNE	421 N PLUM ST	Remove and install larger deck	\$145.00
Total deck 1						\$145.00
lift						
Active						
220004	1/3/2022	1/21/2022	GLOSSBRENNER UN METH CH	713 CHURCH ST	Install interior lift	\$647.00
Total lift 1						\$647.00
Res-Addition						
Denied						
220022	1/10/2022		ELIZABETH GOTTSALL REVOCABLE TRU	370 DONEGAL SPRINGS RD	renovations and addition	
Total Res-Addition 1						\$0.00
Res-Alterations						
Pending						
220164	1/31/2022		ELIZABETH GOTTSALL REVOCABLE TRU	370 DONEGAL SPRINGS RD	renovations and addition	\$1,265.00
Total Res-Alterations 1						\$1,265.00
solar panels						
Active						
220086	1/20/2022	1/31/2022	MILLER ANTHONY AND SUSAN	236 FARMVIEW LN	Install solar panels	\$65.00
Total solar panels 1						\$65.00
Total Building 5						\$2,122.00
Electrical						
Res-Electric						
Pending						
220085	1/20/2022		KALBACH LISA	620 BERNHARD AVE	Install heat pump system	\$65.00
Total Res-Electric 1						\$65.00
Total Electrical 1						\$65.00
ROW						
Emergency Repair						
Active						
220161	1/31/2022	1/31/2022	HALBLEIB FRED A HALBLEIB CYNTHIA L	338 CEDAR LN	Install new tee	
Total Emergency Repair 1						\$0.00
Total ROW 1						\$0.00
Sign						
free standing sign						
Pending						
220123	1/21/2022		MELHORN MICHAEL AND WENDY	836-840 W MAIN ST	Install free standing sign	\$60.00
Total free standing sign 1						\$60.00
Total Sign 1						\$60.00
Use						
Use						
Pending						
220122	1/21/2022		C & T INVESTMENT PROPERTIES LLC	15 W MAIN ST	New Business: The Beauty Co.	\$60.00

PermitNo	App Date	Issue Date	Owner	Project Addr	Descript	Fee
Use						
Use						
Total Use 1						\$60.00
Total Use 1						\$60.00
Zoning						
Home Occupation						
Active						
220205	1/31/2022	1/31/2022	CHAPARRO JUAN & MELISSA	529 MARTIN AVE	General Home Occupation for Beauty Sal	\$40.00
Total Home Occupation 1						\$40.00
Shed						
Active						
220162	1/31/2022	1/31/2022	COCHRAN FLOYD S & WANDA JEAN	35 OLD MARKET ST	Remove shed install new	\$40.00
Total Shed 1						\$40.00
Total Zoning 2						\$80.00
Total Permits: 11						\$2,387.00

BUILDING PERMITS ANALYSIS OF FEES RECEIVED

MONTH	2018	2019	2020	2021	2022
JANUARY	\$ 496.00	\$ 645.00	\$ 4,874.00	\$ 800.00	\$ 2,387.00
FEBRUARY	\$ 837.00	\$ 375.00	\$ 525.00	\$ 375.00	
MARCH	\$ 3,729.00	\$ 1,293.00	\$ 4,212.00	\$ 4,275.00	
APRIL	\$ 2,980.80	\$ 3,160.00	\$ 631.00	\$ 5,207.00	
MAY	\$ 7,371.00	\$ 1,910.00	\$ 967.00	\$ 1,806.00	
JUNE	\$ 1,295.00	\$ 3,058.00	\$ 4,025.00	\$ 4,270.00	
JULY	\$ 10,276.00	\$ 1,905.00	\$ 987.00	\$ 1,456.00	
AUGUST	\$ 4,237.00	\$ 5,645.00	\$ 2,324.00	\$ 49,148.00	
SEPTEMBER	\$ 2,273.00	\$ 3,752.00	\$ 2,457.00	\$ 3,502.00	
OCTOBER	\$ 6,431.10	\$ 1,714.00	\$ 22,351.00	\$ 9,473.00	
NOVEMBER	\$ 2,027.00	\$ 1,994.00	\$ 1,687.00	\$ 2,627.00	
DECEMBER	\$ 593.68	\$ 859.00	\$ 4,161.00	\$ 2,011.00	
TOTALS	(\$42,546.58 Budgeted \$35,000)	(\$26,310.00 Budgeted \$35,000)	(\$49,201.00 Budgeted- \$25,000)	(\$84,950.00 Budgeted \$25,000)	(Budgeted \$40,000)

MOUNT JOY BOROUGH-StormWater Permits App Date: 1/1/2022 - 1/31/2022

JANUARY 2022 STORMWATER PERMIT REPORT

PermitNo	App Date	Issue Date	Owner	Project Addr	Descript	Fee
StormWater						
Exemption						
Active						
220163	1/31/2022	1/31/2022	COCHRAN FLOYD S & WANDA JEAN	35 OLD MARKET ST	Install new shed	\$50.00
220003	1/3/2022	1/21/2022	CAMPBELL LYNETTE P CAMPBELL RODNE	421 N PLUM ST	Remove and install larger deck	\$50.00
Total Exemption 2						\$100.00
Total StormWater 2						\$100.00
Total Permits: 2						\$100.00

STORMWATER PERMITS COMPARISON SPREADSHEET

MONTH	2018	2019	2020	2021	2022
JANUARY	X	\$ 100.00	\$ 50.00	X	\$ 100.00
FEBRUARY	\$ 100.00	\$ 200.00	\$ 225.00	\$ 50.00	
MARCH	\$ 325.00	\$ 325.00	\$ 600.00	\$ 300.00	
APRIL	\$ 200.00	\$ 500.00	\$ 100.00	\$ 625.00	
MAY	\$ 350.00	\$ 450.00	\$ 300.00	\$ 350.00	
JUNE	\$ 250.00	\$ 525.00	\$ 675.00	\$ 325.00	
JULY	\$ 375.00	\$ 400.00	\$ 300.00	\$ 100.00	
AUGUST	\$ 150.00	\$ 425.00	\$ 300.00	\$ 50.00	
SEPTEMBER	\$ 50.00	\$ 250.00	\$ 475.00	\$ 475.00	
OCTOBER	\$ 200.00	\$ 50.00	\$ 575.00	\$ 375.00	
NOVEMBER	\$ 50.00	X	\$ 250.00	\$ 200.00	
DECEMBER	\$ 50.00	\$ 100.00	\$ 50.00	\$ 150.00	
TOTALS	(\$2,100.00 Budgeted \$2,500.00)	(\$3,325.00 Budgeted \$2,000.00)	(\$ 3,900.00 Budgeted- \$2,000)	(\$3,000.00 Budgeted \$2,500.00)	(Budgeted \$2,500)

MOUNT JOY BOROUGH-ROW Permits App Date: 1/1/2022 - 1/31/2022

JANUARY 2022 STREET OPENING PERMIT REPORT

PermitNo	App Date	Issue Date	Owner	Project Addr	Descript	Fee
ROW						
Emergency Repair						
Active						
220161	1/31/2022	1/31/2022	HALBLEIB FRED A HALBLEIB CYNTHIA L	338 CEDAR LN	Install new tee	\$75.00
Total Emergency Repair 1						\$75.00
Total ROW 1						\$75.00
Total Permits: 1						\$75.00

STREET OPENING PERMITS COMPARISON SPREADSHEET

MONTH	2018	2019	2020	2021	2022
JANUARY	\$ 375.00	\$ 300.00	\$ 75.00	\$ 300.00	\$ 75.00
FEBRUARY	\$ 75.00	\$ 150.00	X	\$ 525.00	
MARCH	\$ 130.00	X	\$ 150.00	\$ 300.00	
APRIL	X	\$ 75.00	X	\$ 225.00	
MAY	\$ 225.00	\$ 220.00	X	\$ 290.00	
JUNE	\$ 75.00	\$ 75.00	X	\$ 150.00	
JULY	\$ 150.00	\$ 75.00	X	X	
AUGUST	\$ 300.00	\$ 75.00	\$ 75.00	X	
SEPTEMBER	\$ 150.00	\$ 75.00	X	\$ 375.00	
OCTOBER	\$ 75.00	\$ 450.00	X	\$ 150.00	
NOVEMBER	\$ 300.00	\$ 450.00	\$ 75.00	X	
DECEMBER	\$ 225.00	\$ 300.00	X	\$ 75.00	
TOTALS	(\$2,080.00 Budgeted \$1,000)	(\$2,245.00 Budgeted \$1,300)	(\$375.00 Budgeted - \$1,500	(\$2,390.00 Budgeted \$1,000)	(Budgeted \$1,500)

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MOUNT JOY BOROUGH-Violations: " 1/1/2021 - 12/31/2021

2021 ANNUAL VIOLATION REPORT

**Building
Closed**

Total number of Closed Building Violations: 2

**Fire
Closed**

Total number of Closed Fire Violations: 7

Open

Total number of Open Fire Violations: 2

**Property
Closed**

Total number of Closed Property Violations: 411

Open

Total number of Open Property Violations: 20

**Zoning
Closed**

Total number of Closed Zoning Violations: 33

475

MOUNT JOY BOROUGH Inspections: 1/1/2021 - 12/31/2021

2021 ANNUAL RENTAL INSPECTION REPORT DONE BY CODE OFFICER

Type	Task	Comments	Pass/Fail/Comp	Inspector	Date
4501187600000					
Tenant - Property					
Tenant Space					
Total Tenant Space Tenant - Property Inspections: 434					
Total Inspections: 434					

MOUNT JOY BOROUGH-MultiSelect Permits App Date: 1/1/2021 - 12/31/2021**2021 ANNUAL PERMIT REPORT**

Permit Type

Building**swing**

Total by SubType: swing and Use: 1

Above ground pool

Total by SubType: Above ground pool and Use: 9

addition

Total by SubType: addition and Use: 1

apartment building

Total by SubType: apartment building and Use: 1

Com-Addition

Total by SubType: Com-Addition and Use: 2

Com-Alterations

Total by SubType: Com-Alterations and Use: 6

Comm bins

Total by SubType: Comm bins and Use: 1

Com-pit

Total by SubType: Com-pit and Use: 1

Com-Renovations

Total by SubType: Com-Renovations and Use: 5

Com-Storage

Total by SubType: Com-Storage and Use: 1

Com-Use

Total by SubType: Com-Use and Use: 1

deck

Total by SubType: deck and Use: 5

deck with roof

Total by SubType: deck with roof and Use: 1

garage

Total by SubType: garage and Use: 1

Inground Pool

Total by SubType: Inground Pool and Use: 3

mobile home

Total by SubType: mobile home and Use: 1

pool

Total by SubType: pool and Use: 1

porch

Total by SubType: porch and Use: 1

renovations

Total by SubType: renovations and Use: 1

Res-Addition

Total by SubType: Res-Addition and Use: 1

Permit Type

Building**Res-Alterations**

Total by SubType: Res-Alterations and Use: 6

Res-Deck

Total by SubType: Res-Deck and Use: 1

Residential repairs

Total by SubType: Residential repairs and Use: 1

Residential roof

Total by SubType: Residential roof and Use: 1

Res-Renovations

Total by SubType: Res-Renovations and Use: 16

Res-Repair

Total by SubType: Res-Repair and Use: 1

roof over deck

Total by SubType: roof over deck and Use: 1

roof over patio

Total by SubType: roof over patio and Use: 1

SFD

Total by SubType: SFD and Use: 5

solar panels

Total by SubType: solar panels and Use: 6

sunroom/bath

Total by SubType: sunroom/bath and Use: 1

Total by Use: 84

Total Building 84

Demo**demolition**

Total by SubType: demolition and Use: 2

Total by Use: 2

Total Demo 2

Electrical**above ground pool**

Total by SubType: above ground pool and Use: 1

Comm - electric

Total by SubType: Comm - electric and Use: 5

Electrical

Total by SubType: Electrical and Use: 3

Res-Electric

Total by SubType: Res-Electric and Use: 5

upgrade

Total by SubType: upgrade and Use: 1

Total by Use: 15

Total Electrical 15

Permit Type

Mechanical**Comm Mech**

Total by SubType: Comm Mech and Use: 1

Res. Mech

Total by SubType: Res. Mech and Use: 5

Total by Use: 6

Total Mechanical 6

Plumbing**Plumbing**

Total by SubType: Plumbing and Use: 1

Res-Plumbing

Total by SubType: Res-Plumbing and Use: 1

Total by Use: 2

Total Plumbing 2

ROW**cable**

Total by SubType: cable and Use: 1

Disconnect gas main

Total by SubType: Disconnect gas main and Use: 1

Disconnect gas service

Total by SubType: Disconnect gas service and Use: 1

Emergency Repair

Total by SubType: Emergency Repair and Use: 1

maintenance

Total by SubType: maintenance and Use: 1

new service

Total by SubType: new service and Use: 13

Remedial

Total by SubType: Remedial and Use: 10

Repair

Total by SubType: Repair and Use: 5

Replace gas main

Total by SubType: Replace gas main and Use: 1

Total by Use: 34

Total ROW 34

Sign**free standing sign**

Total by SubType: free standing sign and Use: 1

sign

Total by SubType: sign and Use: 1

wall sign

Permit Type

Sign

Total by SubType: wall sign and Use: 1

wall/directional sign

Total by SubType: wall/directional sign and Use: 1

Total by Use: 4

Total Sign 4

StormWater**driveway**

Total by SubType: driveway and Use: 1

Exemption

Total by SubType: Exemption and Use: 45

Major

Total by SubType: Major and Use: 1

Small Project

Total by SubType: Small Project and Use: 4

Total by Use: 51

Total StormWater 51

StreetSW**ADA ramps**

Total by SubType: ADA ramps and Use: 1

curb

Total by SubType: curb and Use: 7

curb and sidewalk

Total by SubType: curb and sidewalk and Use: 3

Replace Sidewalk

Total by SubType: Replace Sidewalk and Use: 1

Sidewalk

Total by SubType: Sidewalk and Use: 8

Total by Use: 20

Total StreetSW 20

Use**Motor Vehicle Storage**

Total by SubType: Motor Vehicle Storage and Use: 2

Use

Total by SubType: Use and Use: 12

Total by Use: 14

Total Use 14

Zoning**accessory**

Total by SubType: accessory and Use: 1

carport

Permit Type		
Zoning		
	Total by SubType: carport and Use:	2
Com-Storage		
	Total by SubType: Com-Storage and Use:	1
Deck		
	Total by SubType: Deck and Use:	2
Driveway		
	Total by SubType: Driveway and Use:	3
driveway add		
	Total by SubType: driveway add and Use:	1
Fence		
	Total by SubType: Fence and Use:	25
Fence and deck		
	Total by SubType: Fence and deck and Use:	2
Patio		
	Total by SubType: Patio and Use:	7
Patio and Shed		
	Total by SubType: Patio and Shed and Use:	1
Shed		
	Total by SubType: Shed and Use:	20
Special Event		
	Total by SubType: Special Event and Use:	6
Temporary		
	Total by SubType: Temporary and Use:	2
Use		
	Total by SubType: Use and Use:	1
Use Review		
	Total by SubType: Use Review and Use:	1
	Total by Use:	75
	Total Zoning	75
<hr/>		
Total Permits: 307		



2021 MOUNT JOY BOROUGH



ANNUAL PLANNING REPORT

2021 MOUNT JOY BOROUGH PLANNING COMMISSION MEMBERS:

Wendy Melhorn – Chair
Wendy Sweigart – Vice Chair
Kyle Miller



John Rebman
Josh Deering
Tod Dohl, Alternate

JANUARY 2021

- No meeting

FEBRUARY 2021

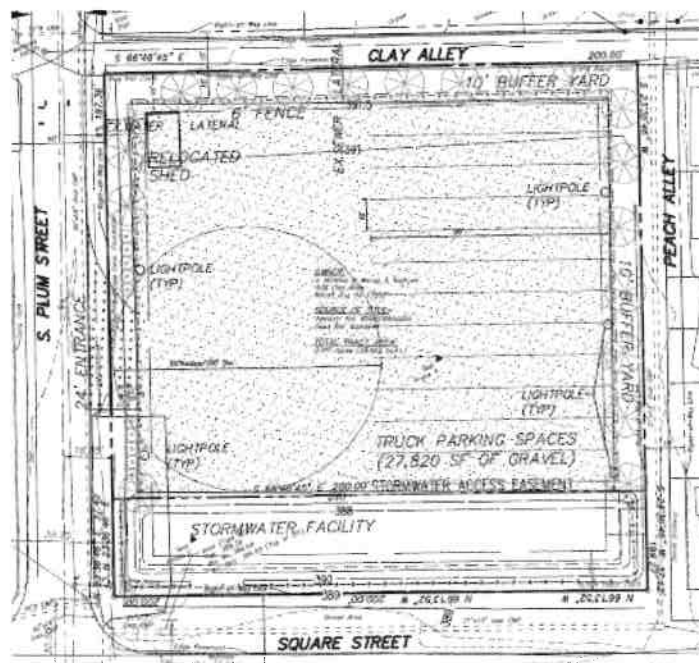
- No meeting

MARCH 2021

- The Planning Commission recommended Borough Council authorize the Borough Solicitor to advertise and send notices for a Petition to Amend the Mount Joy Borough Zoning Ordinance and Map submitted by F2B Holdings LLC, located at 860 Milton Grove Rd, Mount Joy, and Shawn and Jill Erb, 221 W. Henry Street, Mount Joy, to change the zoning classification of a tract of land containing 5.29 acres located at 202 Fairview Street, Mount Joy, and to change the zoning classification of a tract of land containing 0.503 acres located at 104 Fairview Street Rear, Mount Joy from Conservation Zoning District to Commercial Business Zoning District.

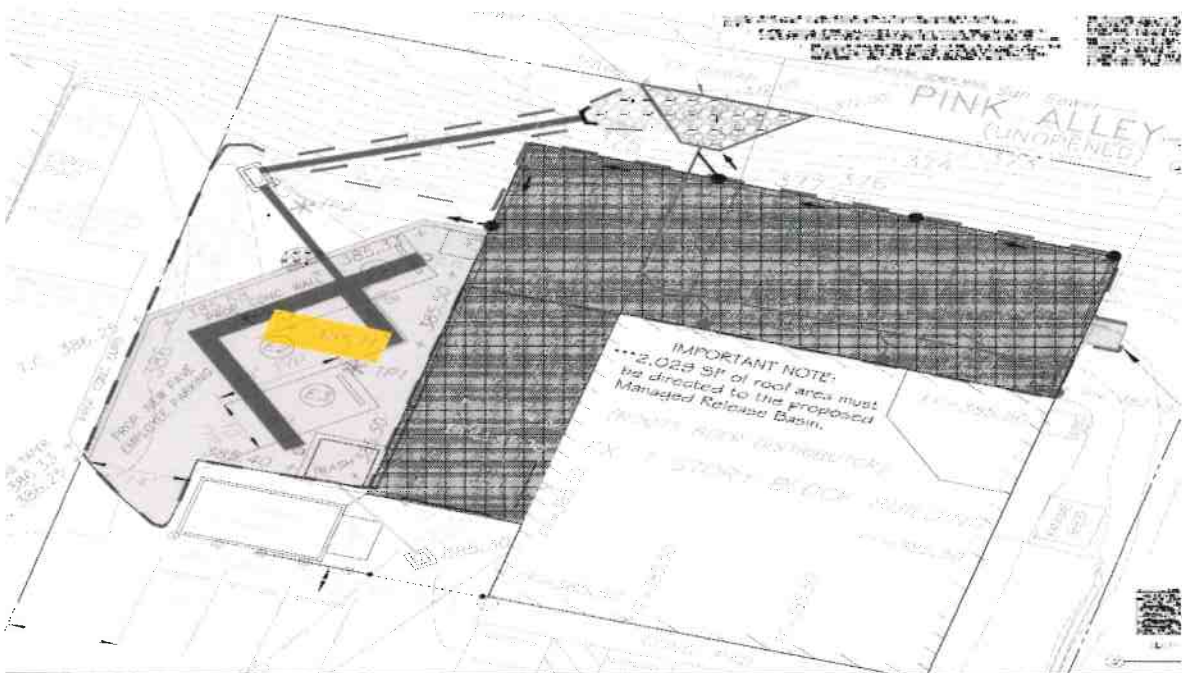


- The Planning Commission recommended Council approve a Stormwater Management Plan and a Stormwater Management Agreement for Michael & Wendy Melhorn, 612 W. Main St., Mount Joy, to construct an outdoor storage lot and one infiltration basin at 200 S. Plum St., Mount Joy, PA.



APRIL 2021

- The Planning Commission recommended Council grant a Waiver of the Subdivision and Land Development requirements of Chapter 240, Article III for a 3,400sf addition to Roots Beer Distributor, located at 537 W. Main Street.



- The Planning Commission took no action on proposed amendments addressing personal expression signs and no action to add a section to address the expansion of preexisting uses which are now authorized only by Special Exception.
- The Planning Commission recommended Council authorize the Solicitor to amend the LERTA Ordinance and add the proposed Memorandum of additional properties to Attachment 1 including the Lepore Moyers properties on W. Main Street, which contains and consists of deteriorated properties which are eligible for tax exemption and advertise for a public hearing for the adoption of these amendments and the extension of the Ordinance.

LERTA: Local Economic Revitalization Tax Assistance

LERTA is a tax abatement program created by the Commonwealth of Pennsylvania in 1977 authorizing local taxing authorities to provide a tax abatement for 10 years on construction improvements. The purpose of the legislation is to incentivize redevelopment of aging or deteriorating properties.

- The Planning Commission recommended Council authorize the Solicitor to contact the Donegal School District and the Lancaster County Commissioners office regarding re-extending the LERTA for Mount Joy Borough.

MAY 2021

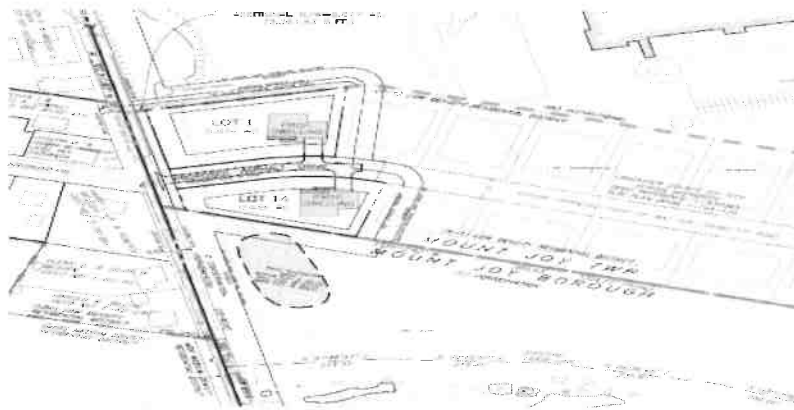
- The Planning Commission recommended Council approve a Preliminary/Final Plan for Mount Joy Senior Housing, LP in accordance with Chapter 240, to re-develop an existing building into 36 senior housing units consisting of 12 1-bedroom apartments, 24 2- bedroom apartments, 4000-6000 square feet of commercial space on the bottom floor elevation and 40 off-street parking spaces at the property located at 240 W. Main Street, Mount Joy, PA.
 - The Planning Commission recommended Council waive §240-43.H.1 to improve streets in which a subdivision or land development abuts and existing Borough and/or state street.
 - The Planning Commission recommended Council waive §240-43.I.(4) for street intersections with a local street to be a minimum radius of 20'.
 - The Planning Commission recommended Council waive §240-46.C.(1) requiring that curbing shall be provided along the edge of any landscaped portion of a parking facility.
 - The Planning Commission recommended Council waive §240-57.D.(1) to dedicate recreation land to the Borough.

JUNE 2021

- No meeting

JULY 2021

- The Planning Commission authorized Wendy Melhorn, Mount Joy Planning Commission Chairperson to sign correspondence to DCED in support of the Mount Joy Transportation Safety Enhancement Project Phase 1 through the Multimodal Transportation Fund.
- The Planning Commission recommended Borough Council approve a Subdivision and Land Development Plan Deferral of Chapter 240, to Mount Joy Township to subdivide and construct 2 single-family dwellings located at the existing LCCTC-Mount Joy Campus in Mount Joy Township.
- The Planning Commission recommended Borough Council approve a Stormwater Management Plan to construct an infiltration basin south of proposed Lot 14 as shown on the LCCTC Subdivision and Land Development Plan-Mount Joy Campus, on property owned by LCCTC (Rotary Park) next to the sub-leased area to the Borough to manage stormwater from 2 single-family lots.



AUGUST 2021

- No meeting

SEPTEMBER 2021

- No meeting

OCTOBER 2021

- The Planning Commission recommended Council approve a Preliminary/Final Land Development Plan to add 8,752sf for parking, 2,350sf for a basketball court, 1,016sf for private sidewalks, and to install a rain garden for Mount Joy Dental (Cawley Real Estate, LLC), 1210 E. Main St, Mount Joy.
 - The Planning Commission recommended Council approve a waiver of Section 240-27 Preliminary Plan processing to file a Preliminary Plan prior to a separate Final Plan.
 - The Planning Commission recommended Council approve a waiver of Section 250-46.C.(1) Curbing, requesting relief from the requirement that curbing shall be provided along the edge of any landscaped portions of a parking facility.
 - The Planning Commission recommended Council approve a waiver of Section 240-55.G.2 Street Trees, requesting relief from the requirement of having to install 6 street trees a minimum average of one street tree for each 40 feet of length of new street or existing street frontage measured at the centerline, and only install 1 street tree.
 - The Planning Commission recommended Council approve a waiver of Section 226-32.A(2)(c) Loading Ratios, requesting relief of the requirement that the maximum loading ratios in Karst areas shall be 5:1 total drainage area to infiltration area, and 3:1 impervious drainage area to infiltration area.

NOVEMBER 2021

- No meeting

DECEMBER 2021

- No meeting

2021 MOUNT JOY BOROUGH



ANNUAL ZONING REPORT

2021 MOUNT JOY BOROUGH ZONING HEARING BOARD MEMBERS:

Bob Marker, Chair



George Leyh, Vice Chair

Ned Sterling, Secretary

Michael Melhorn

Alecia Hair

Bruce Haigh, Alternate

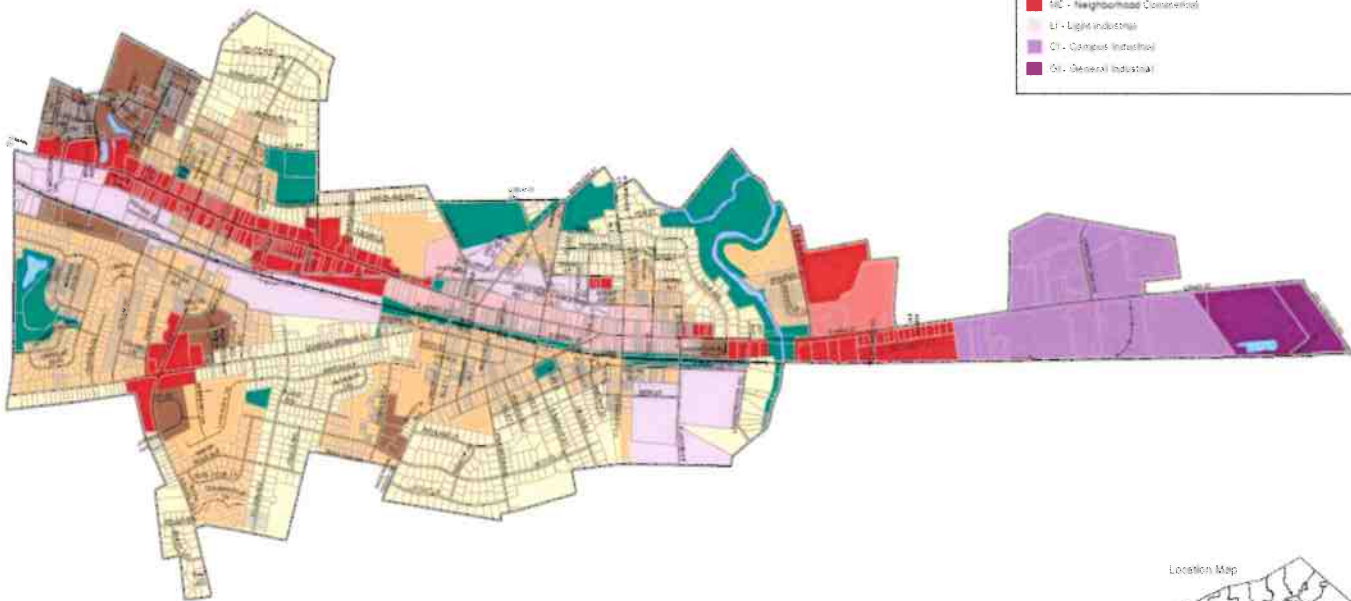
Joe Kenneff, Esquire – Zoning Hearing Board Solicitor

Michelle Parke, Court Reporter

Zoning Map of Mount Joy Borough

Zoning Districts

C - Conservation	Water Features
LDR - Low Density Residential	Parcels
MDR - Medium Density Residential	Roads
MHDR - Medium High Density Residential	Railroads
CBD - Commercial Business	
GC - General Commercial	
NC - Neighborhood Commercial	
LI - Light Industrial	
CI - Campus Industrial	
GI - General Industrial	



Source: Pennsylvania Department of Transportation, 2010. Copyright 2010. All rights reserved. This map is not a legal document. It is intended to provide a general overview of the borough's location and is not intended to be used for legal purposes. For more information, please contact the Pennsylvania Department of Transportation.



MARCH 2021

- An application was received, and a case was presented by Fred and Shelley Baker, 1043 Washington Street, Reading, PA 19601, for Variances of Section 270-47.A maximum building coverage of 30% and maximum lot coverage of 35%, to attach a garage to the existing house and add a driveway extension to accommodate the garage at the property located at 232 S. Market St., Mount Joy, PA. The record was left open, and the Board took action to reconvene at the next meeting to make their decision.

APRIL 2021

- The Zoning Hearing Board granted variances for Fred and Shelley Baker, 1043 Washington Street, Reading, PA 19601, of Section 270-47.A maximum building coverage of 30% and maximum lot coverage of 35%, to attach a garage to the existing house and add a driveway extension to accommodate the garage subject to conditions.

SEPTEMBER 2021

- An application was received, and a case was presented by Reist Seed Company, 113 Manheim Street, Mount Joy, PA for a variance of Section 270-47.A (Table of Lot & Setbacks) to construct a dust collection system within the North side yard setback. *Variance was granted subject to conditions.*



8.1.

**BOROUGH OF MOUNT JOY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Mark Pugliese, Borough Manager

FROM: Dennis Nissley, Public Works Director

DATE: February 2, 2022

RE: Public Works Department Activities for January 2022

Following is a list of activities for the Public Works Department for January 2022:

- Parks – Purchase orders have been processed for the following budgeted items.
 - 1 – F250 pickup truck.
 - 1 – JD sub-compact tractor with snow blower, front blade and mower, This unit has a snow blower or blade that can be used in areas that we have previously rented equipment or hired an outside company to clear. Such as train station walks, and bridge sidewalks.
 - 1 – JD 1575 tractor with front mount mower. Current unit will be traded or sold on Municibid
- Parks – Equipment maintenance, Routine maintenance is done in house, filters are purchased in a bulk order along with PW items.
- PW – Equipment maintenance: All routine maintenance is done in house for equipment and vehicles at Public Works. Filters and oil, etc. are purchased in bulk orders to reduce cost. This work is completed during the winter months.
- PW/Parks has plowed and salted during three winter weather events in January.
- Signs – Repair and replacement as needed
- Compost Site – Screen material and turn windrows

Projects:

- Pinkerton Road project has been advertised and listed on PennBid for bidding. Bid opening is March 7, 2022. UGI is currently working on gas line replacement and relocating lines.
- N. Angle Street project has been advertised and listed on PennBid for bidding. Bid opening is March 7, 2022. Public Works is replacing a stormwater pipe and adding an inlet at W. Main Street and installing piping to Pink Alley
- Met with borough engineer to begin process for PennDOT permitting to install Multi-Modal grant that includes bus shelters and pedestrian crossing signs with Rectangular Rapid Flashing Beacons.

Meetings:

- Attend Public Works Committee meeting
- Attend Borough Council meeting
- Attend Staff meetings
- Meet with Kara Kalupson from Rettew Associates to discuss MS4 program and grant applications

- Organize and attend Pinkerton Rd property owner meeting to discuss and provide information regarding the curb installation on Pinkerton Rd. All property owners were contacted via letter, email, or phone call or message about the meeting. 23 of 26 property owners or their representatives were in attendance at the meeting. 20 property owners have expressed interest in having their curbs installed as part of the street project.
- Attend training meeting with Edge Up for video equipment in Council chambers
- Attend Manheim Street pipe project pre-construction meeting with Wexcon. This project will begin on February 7.
- Attend ARLE grant pre-bid meeting. Bid opening for this project is February 7, 2022 at 10:00 AM.
- Attend Borough Admin and Finance meeting.
- PW/Parks Supervisors bi-weekly scheduling and planning meeting to discuss ongoing projects and planning for future projects

8K

To: Mount Joy Borough Councilors, Borough Manager Pugliese & Mayor Bradley

From: Joseph Ardini

January 2022 Authority Administrator Report

1. The Authority reorganized at its first meeting in January with the following: Mr. Rebman for Chairman, Mr. Derr for Vice Chairman, Mr. Metzler for Treasurer, Mr. Melhorn for Secretary and Mr. Ruffini for Assistant Secretary/Treasurer.
2. Verizon Wireless completed an upgrade to their antenna system that is located on the hydropillar at Lumber Street. An inspection was performed on the coating system to verify that there was no damage incurred.
3. Authority staff submitted the annual ACT 110 reporting to PA DEP for the year ending 2021.
4. Authority staff continued review and involvement on the following projects:
 - 1580 Strickler Road – Taco Bell Property
 - 1156 Five Star Drive - Amazon
 - Cornerstone Lot W-5 – Midstate Roofing – construction observation of water & sewer connections.
 - Holiday Inn – walkthrough of site for water & sewer improvements.
 - Elm Tree Phase 5C – attended preconstruction meeting and will begin reviewing shop submittals.
5. Authority staff will be replacing approximately 1,000 residential water meters within the system during the 2022 year. The affected property owners will receive a letter from the Authority explaining the project and a phone number to contact for scheduling.

To: Borough Council
From: Jill Frey - Assistant Borough Manager/Finance Officer
Date: 1/31/2022

The month of January, and on through until the end of March, is my busiest time of year. I would like to inform you of some of the responsibilities that have to be completed in this time.

In January I am, of course, moving the old years' files out and the new years' files in. Throughout the transition I must create and maintain various spreadsheets for the auditors that reflect activity in 2021 that did not or has not come to fruition until 2022. This is for the purpose of the modified accrual accounting report that the Department of Community and Economic Development (DCED) requires.

I am also preparing the (long) list of items the auditors (Trout, CPA) will need for the annual audit. I have included the list with my report, so you have an idea of the items they review.

The auditors were here for a preliminary site visit on January 31, for the day, and they will be here again from February 14 - 18, every day until the field work is done. After the field work is done, they will continue the many, various requests for data and information via email/electronically. This usually lasts right up through the month of March, at which point the financial report for the Department of Community and Economic Development must be submitted. The deadline for submission is April 1, 2022.

This is also a year for the GASB 75 reporting. GASB is the Governmental Accounting Standards Board. The Board established reporting standards for state and local government for OPEB, or Other Post-Employment Benefits. I work with the actuaries and provide (even more) information /data that develops a report that will give the Borough a picture of our liability for OPEB. Trout will include this with our annual financial statements.

Each year I have a Workers Comp audit conducted by an auditing firm that Susquehanna Municipal Trust (our Workers Comp Trust) hires. This was conducted on January 27, 2022, for the year 2021. All required information was supplied, all went well, and there were no issues.

1099's were filed by January 31, 2022, as required.

I have included the MS-965 report, which was submitted on January 28. Deadline for submission is January 31 each year. This is PennDOT's annual use report of the State funds given (Highway Aid Fund/Liquid Fuels), which includes the funds for approved road projects we have in progress in the Borough. Completion reports for each project are also required as well. The MS-965 report is very important. If it is not filed, we do not receive our state funding for our road projects. These funds are audited each year through our annual audit, but they are also audited by the Department of the Auditor General. My most recent audit with the Auditor General was in 2021 for the years 2019 and 2020. All documentation required was provided, the audit went very well, with no findings or discrepancies.

Attached you will find the following items:

Account Balance Report - A report of the reserves in our four major operating funds as of the end of the month.

General Fund - You will see a sub-section for the General Fund that excludes the CARES Act and ARPA money, both received and spent. It is recommended to keep those items out of the normal operating fund balance.

General Fund, Capital Fund, and Highway Aid Fund - I included all of 2021 and Jan. 2022 so you can see last years balances compared to this years balances.

Refuse Fund - I included all of 2020, 2021, and Jan. 2022 so you can compare the years. There are still a few deposits in transit that are not showing in the bank as of this report. With the rate increase of 2022, you can already see a difference from last year to this year.

CARES Act and ARPA Committed Funds Report - A report of the detailed activity relating to the CARES Act and the ARPA.

As for the budget reports, I typically do not include this report for the first few months of the year, as it does not show any significant information at this point. Current year tax dollars usually start coming in March (which we receive in April) and April (which we receive in May). I will provide the budget report again beginning in April, unless otherwise requested.

If any of you have questions, please do not hesitate to reach out to me.

Respectfully submitted,

Jill Frey

Assistant Borough Manager/Finance Officer



g.m

MOUNT JOY BOROUGH MEMORANDUM

TO: Council & Mayor

FROM: Mark G. Pugliese I, Borough Manager

DATE: February 7, 2022

RE: Manager's Report

1. I have processed three (3) Right-To-Know Requests so far this month.
2. Staff and I continue to put together figures to submit a request for state grant monies specifically for Kunkle Field/Borough Park. As it stands, I expect the total cost to be in the area of \$500,000 to \$600,000 with no match.
3. Ms. Frey has been busy doing end-of-year entries and preparing for the auditors who were here this past week and will be back in February. I am hoping that I addressed/corrected several of the negative comments from the 2020 audit. We have also received notice of a Labor and Industry advising that they will be conducting an audit in the next couple of weeks as well. So, you can imagine how busy she is preparing for these audits as well as doing the regular finances
4. I have no updates with regards to the Municipal Service Authority that is looking at forming an authority so that they may charge for emergency medical services. I am not sure where this initiative is at or if there is any momentum to move forward. I will keep you posted as I receive information.
5. I have no additional information from last month regarding Penn State Health Life Lion LLC. Having spoken with their manager/supervisor he believes that they have heard back from their attorney and that I will be contacted soon.
6. In reference to the Police Contract. I have had several discussions with our labor attorney, Pat Harvey. Initially, I was just asking for verbiage to add to the tentative agreement. He did draw up some language that I did not feel that it would protect the Act 111 rights of the Borough or the police association. I edited his verbiage, and he has since reviewed it and approved of the language last Thursday, 1/20/2022. However, he stated that it might be a mut point since he feels that he and the associations attorney are close to an agreement on the remaining issues and could have it wrapped up in a couple of days. Based upon my conversation with Mr. Harvey, I will be requesting an actuarial study of the pension with regards to the DROP. Lastly, I have reached out to Attorney M. Miller asking for a word document of the now expired police contract so as not to incur the cost of typing a new contract from the start.
7. Staff continues to work on a new Community Guide/Map with updated Borough information and new business advertisements. We are hoping for an early 2022 distribution. Letters have gone out to previous sponsors to see if they are willing to commit to the next guide. There will also be some significant updates to Borough & Authority information. ***I would also like for Council to consider adding a photo of Council & Mayor to include in the maps. Let me know if there is a willingness of Council to do this.***
8. The new copier has arrived. We should realize a decrease in our monthly lease payments. Not to mention the higher speed, more capacity and better resolution
9. Reference to BMP 107, I have asked Dave Salley, Asst. Public Works Director to Set-up a meeting with the owners so that we can see their intent and specifics as to what they intend to do and when they intend on doing it. Both the Public Works Director and Assistant Director did have a conversation with the owner who stated that they are working with their engineer to see if they can come up with a better system or design than what was originally installed.

10. Reference to BMP 125, there are no updates at this time other than the fact that the Lancaster County Conservation District conducted an inspection of the detention basin and found no violations of the Rules and Regulations of the Department or the Clean Stream Law. The inspection further states that "...the embankments of the basin were observed to be permanently and/or temporarily stabilized at the time of the inspection."
11. Reference to Brady's Alley, DC Gohn has yet to do the survey work and are planning on a February date to complete it. Again, I have asked for some notice so that we can advise the property owners of the pending survey. As I mentioned before, we need to keep the residents informed so that there are no surprises.
12. Reference to the new building, the committee met on Monday, Feb 1, 2022. There continues to be public comment on the need for needs study and program analysis. Both have been completed and updated several times. The program analysis has gone through several iterations in recent months, and we are at the point that Council should be considering signing an agreement with an architect. I do not feel that there is much that can be accomplished at this point without seeing some drawings. With all that said, I will mention that there was discussion on moving Borough Hall to the Grandview Park. There are several pros to moving to that location, e.g., not having to work among construction, Borough already owns the property, once completed, Council would be able to sell the current buildings and put them back on the tax rolls. Of course, there is a downside, in that our current buildings would need just the right buyer. Another negative with the Grandview Park location is that it is one block off Main Street. There was also some discussion on other pieces of property as well. Regardless, the committee only started discussions in reference to this, so no decision on making a recommendation to Council has been made.
13. I continue to attend the Mount Joy Community Foundation meetings as their Recording Secretary. A joint meeting was held on January 27, 2022, at 6:30 pm. Councilor Ginder and Mayor Bradley who both sit on the Foundation Board provided an update to council.
14. Train Station Deed. We took several steps backwards on this topic. Borough Solicitor and I received an email that, after having the quiet claims deed drawn up by our counsel for 3-4 months, PennDOT determined that they wanted to draft one themselves. With that I did respond that I felt that PennDOT was making a concerted effort to not bring this to a resolution. To that I received an email that Borough Council shares blame along with PennDOT as to why there have been delays. I have heard nothing in the past 3 to 4 weeks that would lead me to believe they are working on it.
15. Rt 772 re-routing. I have contacted several PennDOT individuals regarding the re-routing of SR 0772 and included previous emails and a letter indicating that the only thing left to do was to hang the signs. I have only received one response telling me to contact a certain individual and that the re-routing was linked to a road give back. I would note that all the correspondences that I located indicated that they were not tied together. At this point I sent a separate email to our local PennDOT coordinator and am waiting on a response from him.
16. Grants – I have updated and provided each of you with a copy of the Grant spreadsheet. Below are some updates.
 - a. DCED Multimodal Transportation Fund Grant – I conducted a virtual meeting with the Public Works Director and the Borough Engineer. We agreed to do a site visit along Main Street to see what we will need from PennDOT to move forward. After the site visit, there will be surveys completed and applications to PennDOT. In the meantime, the Borough engineer will be contacting Red Rose Transit Authority for specifications on bus shelters, and I will be contacting the RRFB vendor to start getting prices together.
 - b. Smart Growth Transportation Grant – we are waiting on one reimbursement to close out this grant.
 - c. NFWF Grants – all reimbursements have been received and pending any work that may be required in the spring, this grant will be able to be closed out.
 - d. Growing Greener Grants (2) – This grant was denied. We will look to re-submit during the coming year.
 - e. 902 Recycling Grant – Submitted and awaiting word on approval.
 - f. Capital Budget Request – Submitted and awaiting word on approval.
 - g. Lancaster County Bicycle Club Grant- I am working with Main Street Mount Joy and the Public Works Department/Committee to determine the need for bicycle racks in the downtown business area as well as the parks. Grant request has been submitted. No matching funds required.
17. EdgeUp completed the work of installing the AV equipment in Council Chambers on Monday, 1/24 and staff was trained on the use of the equipment on Tuesday 1/25. The system will continue to be tested until such time that the Borough sets policy on how the meetings will be broadcasted. Admin & Finance Committee is working on this.

18. Public Works Director had conducted a meeting with the property owners on Pinkerton Rd on the evening of 1/6. The meeting was held in St Mark's sanctuary due to the increase of Covid cases. The meeting was well attended by property owners as well as staff and Councilors. There was a lot of good feedback. I will mention that one attendee stated that under the newly released guidelines for the use of ARPA funding that the Borough could use the fund towards curbs and sidewalks. Both I and Councilor Haigh reviewed the guidelines and could not find any reference to being able to use funds for curbs and sidewalks. However, during the meeting, I did mention that funding from ARPA were being used for the project (storm water).
19. Public Works Director also set up a meeting for the residents along N. Angle St which will be held on Tuesday, February 1, 2022, at 7:00 PM. I requested and met with the PW Director at the site, and he explained the work that was to occur. Councilor Haigh had sent a series of questions to the PW Director, and I have scheduled a meeting prior to the public meeting with Councilor Haigh, Mr. Nissley, and myself. I will report on any notable points in a future report.
20. I have attended both the Public Works Committee Meeting and the Public Safety Committee meeting this month as well as the Admin & Finance Committee Meeting.
21. I attended a refresher Right-to-Know webinar on 1/5/2022 and an ARPA webinar on 1/12/2022. The ARPA webinar was not at all informative. With that said, I will be taking a conservative approach to ARPA funds. I did supply each Councilor and the Mayor with a guidebook so that Council can make an informed decision on utilizing the remainder of the funding that is expected to be received in June or July of this year. I would like to bring up the "public input" at the next Admin & Finance Mtg.
22. At their requests, I have met separately with our two new Councilors. The meetings were productive, and I look forward to collaborating with them in the future.
23. I have scheduled myself to take a 4-part webinar regarding grant writing. Each session is a 2-hour webinar.
24. I have found additional training for ZOOM online and will be reviewing this information in an attempt to better understand the features of the platform before Council decides to broadcast their meetings.
25. COVID 19 – I have been updating you with counts of staff that had contracted COVID 19. In a previous email, I had suggested that Council allow me to grant up to 5 days of relief time for any member that tests positive. This would encourage individuals to stay at home when they test positive and are contagious, help stop the spread within the office and relieve us from trying to determine if they contracted at work which would then be a worker's comp claim or somewhere else. Note that this just pertains to non-uniform staff as Act 17 or 2020 provides emergency workers with 60 days paid leave should they contract COVID. I have already distributed information to staff about free test through the Federal Government as well as through our insurance carrier.
26. Recently I advised Council and the Mayor of the requirements under 65 PA CSA Chapter 11 regarding Abstention/Conflict of Interest. Staff had indicated that there has not been a document for Council to complete whenever they need to abstain from of vote due to a conflict of interest. Form developed and sent to Council & Mayor as well as department heads for future reference.
27. As instructed by the Admin & Finance Committee, I have contacted the Borough Solicitor regarding the 30' stormwater easement that runs behind the even side of the 700 blk of Arbor Rose. The 30' easement was constructed in accordance with Borough Ordinance. Several residents would like to encroach on the easement to plant screening shrubs to add privacy to their back yards. As mentioned, this was built in accordance with the Borough Ordinance and per the ordinance, Council is not permitted to grant an exemption to the easement. The purpose for contacting the solicitor was to gain advice on what council can do and how you can move forward with any relief. More to come.
28. I distributed the Compliance Audit for MJFD for 2018-2020. There was only one negative finding in the report. This item was discussed at the Public Safety meeting and the explanation was very simple...the Fire Co was in the process of switching computer software and half of the equipment was in the old one database while the other half was in the new database. Public Safety Committee did address this at there meeting and are satisfied with the response they received.
29. On Council's agenda is the resignation of our Assistant Public Works Director Dave Salley. He has taken a position with the County and his last day with the Borough will be Feb 25, 2022. While I hate to lose such a valuable employee, it is good to see him advancing his career. I wish him the very best of luck with his future endeavors. With that said, The PW Director and I will be looking at what options and direction we would like to see this position go before making any recommendations to Council.

As always, please let me know if there are any questions or comments.

11a

BOROUGH OF MOUNT JOY

Lancaster County, Pennsylvania

ORDINANCE NO. 01-2022

AN ORDINANCE TO AMEND THE MOUNT JOY BOROUGH CODE OF ORDINANCES, CHAPTER 255, VEHICLES AND TRAFFIC, TO PROHIBIT TRUCKS ON A SEGMENT OF APPLE ALLEY.

BE AND IT IS HEREBY ORDAINED AND ENACTED by Borough Council of the Borough of Mount Joy, Lancaster County, Pennsylvania, as follows:

Section 1. The Code of Ordinances of Mount Joy Borough, Chapter 255, Vehicles and Traffic, Article III, Restrictions on Size, Weight, and Type of Vehicle and Load, §255-50, Truck Traffic Restricted, shall be amended by inserting the following regulation in alphabetical order:

<u>Street</u>	<u>Between</u>
Apple Alley	West Main Street and Square Street

Section 2. All other sections, parts and provisions of the Code of Ordinances of Mount Joy Borough shall remain in full force and effect as previously enacted and amended.

Section 3. In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such invalidity, illegality or unconstitutionality shall not affect or impair the remaining provisions, sections, sentences, clauses or parts of this Ordinance, it being the intent of Borough Council that the remainder of the Ordinance shall be and shall remain in full force and effect.

Section 4. This Ordinance shall take effect and be in force from and after its enactment as provided by law.

DULY ORDAINED AND ENACTED this ____ day of _____, 2022, by
Borough Council of the Borough of Mount Joy, Lancaster County, Pennsylvania, in lawful session
duly assembled.

BOROUGH OF MOUNT JOY
Lancaster County, Pennsylvania

Attest: _____
(Assistant) Secretary

By: _____
(Vice) President
Borough Council

[BOROUGH SEAL]

Examined and approved as an Ordinance this ____ day of _____, 2022.

By: _____
Mayor



BOROUGH OF MOUNT JOY
21 EAST MAIN STREET
MOUNT JOY, PENNSYLVANIA 17552
INCORPORATED 1851

11.6.

From the Office of:
Mount Joy Borough Council

TELEPHONE (717) 653-2300
FAX (717) 653-6680

February 7, 2022

The Honorable Governor Tom Wolf
Office of the Governor
508 Main Capitol Building
Harrisburg, PA 17120

Governor Wolf,

The elected officials of Mount Joy Borough, Lancaster County, on behalf of its staff and citizens, do hereby object to the restrictive, inflexible, and burdensome provisions of Act 50 passed by the Pennsylvania legislature and signed by Governor Wolf on June 30, 2021.

Act 50 regulates what it defines as a "small wireless facility," which is essentially antennae to be installed and used in the future by large, powerful, telecommunications companies.

However, Act 50 usurps local decisions and control over zoning regulations, instead imposing the state's one-size-fits all solutions on all Pennsylvania municipalities.

For example, under Act 50 the telecom providers are given an absolute right to install their facilities within public street rights-of-way and it broadens the definition of "right-of-way" to the benefit of the providers but to the disadvantage of property owners and communities wishing to pass and enforce traditional zoning regulations.

Act 50 will potentially damage the quality of life of municipalities like Mount Joy. The Act was passed without input from the municipalities who are most affected by the Act. The Act strips municipalities of many powers, and the provisions which purport to give municipalities some control over wireless facilities within public street rights-of-way are vague at best and in some instances contradictory.

Indeed, the Telecom providers are given the absolute right to install their facilities within public street rights-of-way, regardless of the effect on the community. See Act 50 §3(d). Act 50 also defines the term "right-of-way" to be broader than a public street right-of-way. A "right-of-way" for the purposes of small wireless facilities includes the "area on, below or above a public roadway, highway, street, sidewalk, alley, utility easement or similar property."

In other words, Pennsylvanians can look forward to having antennas placed on their lawns, backyards, and randomly throughout their community.

The Act Provides financial benefits to Big Telecom yet little financial relief to communities which will bear the burden of Telecom's unfettered powers granted by the commonwealth.

Section 6 of Act 50 is entitled "Local Authority". It is misleading and disingenuous. It says that nothing in Act 50 "shall be construed to: (1) limit or pre-empt the scope of a municipality's zoning, land use, planning, streets and sidewalks, rights-of-way and permitting authority as it relates to small wireless facilities." However, Act 50 does, in fact, strictly limit municipal zoning and other powers.

Our council understands the advantage to Telecom providers of having a state-wide, uniform set of zoning codes and standard5 as it applies to antenna location. However, even the smallest local engineers, developers, and construction companies routinely navigate zoning regulations which change at the municipal line.

Further, the legislature's taking over of this zoning function shows a lack of respect for the local councils and supervisor's ability to regulate in the best interests of their constituents. In fact, locally elected officials are in the best position to ensure that business and technology growth is balanced against the needs and interests of residents.

There are means by which the Telecom industry can seek a nearly-uniform set of regulations. They can use the Uniform Construction Code and the zoning regulation process, the same process used by the building industry and others. This process still allows for local legislating in the best interests of our communities.

The Borough of Mount Joy calls upon our legislature and Governor to restore trust in our communities to regulate telecommunications devices in a way which does not unduly burden our constituents.

Respectfully,

Brian Youngerman
Mount Joy Borough Council

COPY: Borough Council
File

11c.
January 5, 2022

Mr. Mark G. Pugliese I
Borough Manager
Mount Joy Borough
21 East Main Street
Mount Joy PA 17552

RE: Resignation from Position as Alternate Member Zoning Mount Joy Borough
Hearing Board.

Dear Mr. Pugliese I:

Consistent with Borough Ordinance No. 1-16 Chapter 270 Zoning, Subpart Section 270-11A,
I am hereby resigning my appointed position as Alternate Member, Borough Zoning Hearing
Board. As an elected Borough Councilperson, I cannot hold an appointed office on the
Zoning Hearing Board.

I have enjoyed my time serving on the Zoning Hearing Board and I will actively recommend
individuals to apply for the vacant position.

If you have any questions, please do not hesitate to contact me at my residence on my
cell phone at (610) 698-7697 or by e-mail at bhaigh@comcast.net.

Respectfully Submitted

Bruce W. Haigh LTC US Army (Ret)

Bruce W. Haigh LTC US Army (Ret)
504 Rose Petal Lane
Mount Joy PA 17552

Cc: Council President Bill Hall
Robert K. Marker, Chairperson ZHB
Zoning Officer

11.d.

BOROUGH OF MOUNT JOY
21 EAST MAIN STREET
MOUNT JOY, PENNSYLVANIA 17552



From the Office of:
David Salley
Assistant Public Works Director

INCORPORATED 1851

TELEPHONE (717) 653-8226
FAX (717) 653-8607
E-MAIL: dsalley@mountjoy.org

January 21, 2022

Dear Council Members,

I'm writing to give my formal notice that I'll be leaving my role as Assistant Public Works Director for Mount Joy Borough on February 25, 2022.

I've recently received an offer to serve as a Technical Director for the Lancaster County Clean Water Partners, and after careful consideration I'm excited to explore this new path in my career journey.

I'm incredibly grateful for the opportunities I've been provided working with the entire staff here at the Borough for the past five and a half years. It's been a wonderful experience to work for such a great municipality that has so much potential to provide a great place to work, live, and play.

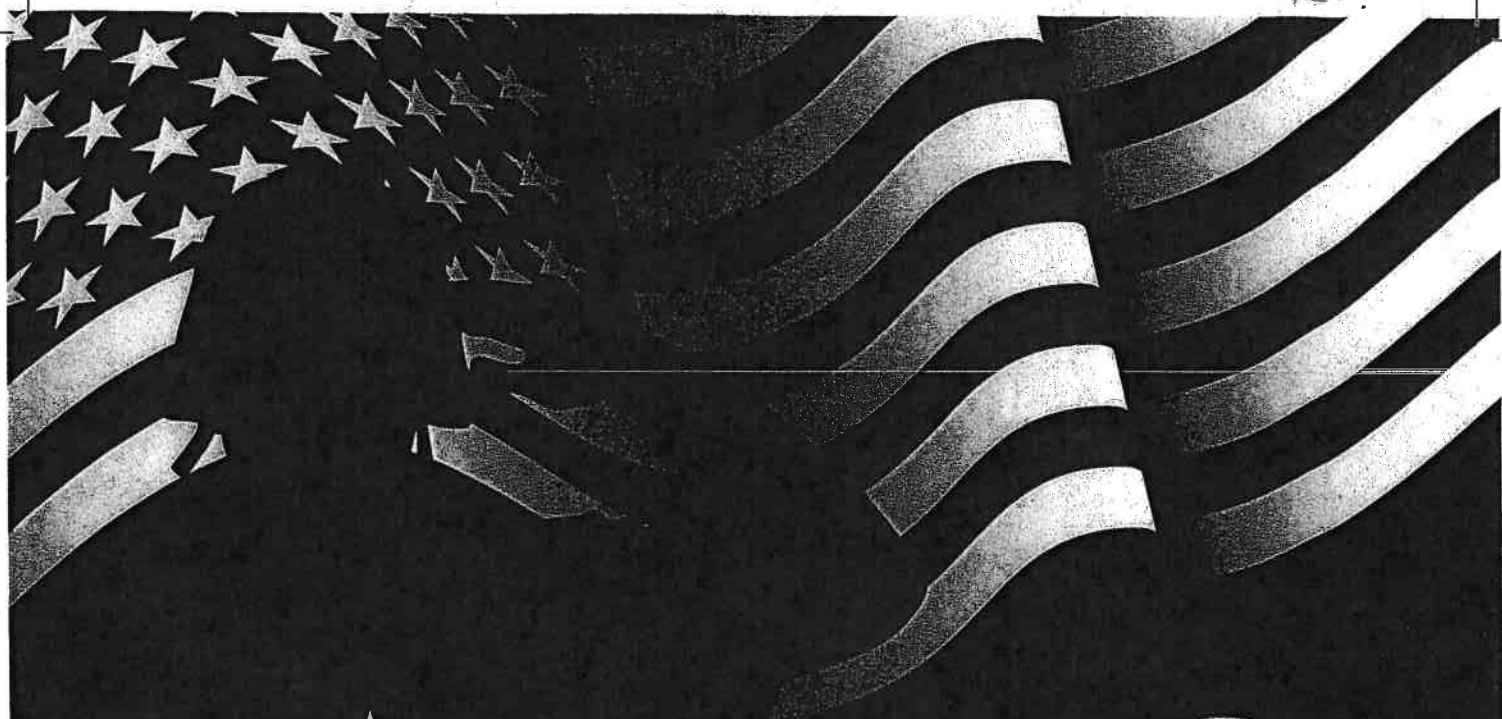
Please let me know if I can be of any assistance during this transition. Thank you for all your guidance. I wish you all the best and look forward to keeping in touch.

Sincerely,

David Salley, Assistant Public Works Director

CC:

Mark Pugliese I, Borough Manager
Dennis Nissley, Public Works Director



A Salute **TO OUR PAST**

TOGETHER EVERYONE ACHIEVES MORE

**PSAB 110th Annual
Conference & Exhibition**

May 22 - 25, 2022 • Hershey Lodge



Register for the PA State Association of Boroughs 110th Annual Conference



PSAB President Thomas C. Gramling, Sr.

Invitation from the President

I hope you can join us May 22 - 25, 2022 for the PSAB 110th Annual Conference being held at the Hershey Lodge. This is your chance to learn, network, and advocate with your peers from communities across Pennsylvania.

The theme I chose, *A Salute to the Past: Together Everyone Achieves More*, encompasses the element of teamwork that is needed for effective borough governance. You will see this theme incorporated through many parts of your conference experience.

The agenda is filled with many industry expert speakers, along with information-packed sessions. Topics include an ARPA Administration Update; things you should know about dealing with blighted properties; the elected officials roles in police department management; promoting public confidence in government (Ethics Act); Parliamentary Procedure; the Right-to-Know today; a state agency panel update, plus more.

I'd also encourage you to make your voice heard. Plan to participate in Advocacy Day at the State Capitol and be a part of advancing PSAB's legislative agenda.

During this conference, you can also attend the Exhibitors Marketplace and explore the solutions that they can offer to your community.

As you can see, there are many reasons to attend the PSAB Annual Conference. My wife, Sandra, and I look forward to seeing you in Hershey.

Thomas C. Gramling, Sr.
PSAB President



REGISTRATION

There are two ways to register for the PSAB Annual Conference. The first is to complete and mail the enclosed form to PSAB with a check payable to PSAB. **See page 13 for more details.**

The second is to register online at www.myaccount.boroughs.org under the "Conferences" tab. Please make sure you designate those officials who will be attending the conference for the first time. Spouses and guests must be registered to participate in program activities and to visit the exhibits.

If you can't attend the entire conference, **one day registration is available**. The fee is \$100 for any single day. To register, use Package B, C, or D on the enclosed registration form.

Cancellation Policy for Delegates and Spouses

Cancellation requests must be made in writing and can be emailed. Full registration fee will be refunded if the cancellation notice is received no later than April 22, 2022. No refunds will be given after May 2, 2022; however, substitutions are permitted.

Key Deadlines

February 11

Award Nominations Due to PSAB

March 23

Resolutions Due to PSAB

April 15

Hotel Reservations Deadline

April 15

Early Bird Registration

May 6

Voting Delegate Forms
Due to PSAB

Hotel Information

The room rate for the Hershey Lodge is \$209, plus 11% occupancy tax (single or double), per room, per night. To make your hotel room reservations, visit www.hotelreservations.boroughs.org to pay with a credit card or call 855-729-3108. **The deadline is April 15. See page 9 for more details.**

Family/Guest Activities

Hershey, the sweetest place on Earth!

You'll never run out of things to do in Hershey. For things to do in and around Hershey, visit www.hersheypa.com.

The 2022 Spouse Committee has organized an excellent program for your enjoyment. **See page 11 for details.**

Special Conference Notes

Voting Delegates

The Voting Delegate form is on the back of the PSAB Registration form. Each registered borough at the conference can have one voting delegate. To ensure eligibility, Voting Delegate forms must be returned to PSAB by May 6. **See page 14 for details.**

Conference Expenses

Section 701 of the Borough Code provides reimbursement for mileage, registration fees, and all other actual expenses for the Conference which Council agrees to pay.

Certified Borough Official (CBO) Credits

Attendees working toward their Certified Borough Official (CBO) designation can earn **12 credits** at this conference.



If you have any questions, contact Mary Weller, Director of Conferences at mweller@boroughs.org or 717-236-9526, Ext. 1026.

TENTATIVE PROGRAM Sunday, May 22

10:30 A.M. - 7:00 P.M.

Registration (*Delegates & Spouses*)

11:00 A.M. - 3:00 P.M.

Newly Elected Municipal Officials
Mini Boot Camp

(*Includes Lunch*) Attendees must be pre-registered for this event. Please register on the conference registration form on page 13.

2:00 - 7:00 P.M.

Grand Opening of the Exhibitor
Marketplace

(*Dinner Served Included in PSAB Pkgs. A, B & E*)

Take time to visit the exhibits to learn about services and products available to your borough. Exhibitors help to defray the costs for conference attendees.

3:00 - 4:30 P.M.

Resolutions and Policy Committee

4:30 - 5:30 P.M.

Conference Orientation/Reception
(*Light Refreshments Served*)

Newly elected officials and first-time conference attendees are encouraged to attend this session to learn about what to expect during the conference experience. PSAB staff will also provide an overview about the Association's programs and services.

7:15 P.M.

OPENING GENERAL SESSION

Presiding: Thomas C. Gramling, Sr.,
President

Presentation of the Colors
National Anthem: Mayor Chuck
Mummert, Elizabethtown

KEYNOTE ADDRESS:

The Power of Teamwork - Scott and Tiffany Smiley

Scotty Smiley found himself helpless, blind and barely alive when he woke up in Walter Reed Medical Center after getting his eyes blown up by a suicide car bomber while serving in Iraq. Smiley learned quickly that if he wanted to get his life back, he would need to work with other people and support other people. Through the power of teamwork, he has been able to continue as an officer in the Army, write a book, become an investment banker, climb mountains, go surfing and complete an IronMan. In his speech, he will highlight how teamwork is the key to not only getting further in life and accomplishing our goals, but also living a happier life. Audiences will be inspired to work with and support those around them, regardless of the obstacles.



Thomas C. Gramling, Sr.
PSAB President



Edward A. Child
1st Vice President



Don "Stretch" Reed
2nd Vice President



Carl E. Cox
Immediate Past President



Christopher Cap
Secretary/Treasurer

Monday, May 23

7:15 - 8:15 A.M.

Continental Breakfast with the Exhibitors

7:15 A.M. - 2 P.M.

Registration (*Delegates and Spouses*)

7:15 A.M. - 2 P.M.

Visit the Exhibitor Marketplace

Take time to visit the exhibits to learn about services and products available to your borough. Exhibitors help to defray the costs for conference attendees.

8:30 - 11:00 A.M.

GENERAL SESSIONS

Presiding: Edward A. Child

1st Vice President

8:30 - 10:00 A.M.

State Agency Panel Briefing

Join state agency representatives from PennDot, DCED, DEP, PEMA, and USDA to learn about updates on programs important to your borough.

10:00 - 11:00 A.M.

Legislative Panel

This panel will be comprised of legislators from both the PA House and Senate. During this session, lawmakers will provide an update on bills affecting borough communities. Attendees will also have an opportunity to ask questions.

11:00 - 11:30 A.M.

Business Meeting

Association Business

Meet the 2nd Vice President Candidate(s)

11:45 A.M. - 1:15 P.M.

Visit the Exhibitor Marketplace/
Exhibit Hall Luncheon

(Included in PSAB Pkgs. A, C & E)

GENERAL SESSIONS

1:30 - 2:30 P.M.

Get the Most Out of Your Council Meetings
By Using Parliamentary Procedure

Parliamentary Procedure gives councils the tools for excellent council meetings with fair debate, majority rule, organization, and cooperation. **Wendy Nickerson, PSAB Outreach Training Consultant**, will give a little history of parliamentary procedure. She will also teach you about the four categories of motions and how to make the best use of them.

2:45 - 3:45 P.M.

Ransomware and Cybersecurity Threats

Devin Chwastyk, Esq. and Christian Wolgemuth, Esq. from the Privacy & Data Security team at McNees Wallace & Nurick

will walk attendees through simulations of potential cybersecurity threats to raise your awareness of common scams and methods of intrusion to be sure your borough is prepared for such an incident.

2:45 - 6:00 P.M.

Advocacy Day at the State Capitol

MEET AT THE CONVENTION CENTER

ENTRANCE - BUSES WILL LEAVE AT 2:45 P.M.

SHARP! (Must be Pre-Registered)

Who Can Attend? Registered attendees, spouses, and guests can attend. Please indicate the total number of attendees on the registration form on page 13 under Capitol Tour. Description: During this time, you will meet with state representatives and senators to discuss important legislative issues affecting borough communities. A guided tour of the State Capitol will also be available. **Attendees should contact legislative offices to schedule a time to meet with your senator or representatives during Advocacy Day.**

Dinner on Your Own

7:00 - 9:00 P.M.

Municipal Legal Update - Jeopardy Style

Join attorneys from the law firm of **Salzmann Hughes** in this interactive, gameshow-themed presentation that will encourage audience participation while reviewing different categories of municipal law.



Schedule continued on page 6

Conference schedule continued

Tuesday, May 24

7:00 - 7:45 A.M.

Continental Breakfast

7:30 A.M. - 1 P.M.

Registration (*Delegates and Spouses*)

8:00 - 9:00 A.M.

GENERAL SESSION

Presiding: Donald "Stretch" Reed

2nd Vice President

PSAB Legislative Update

Join *Ed Troxell, PSAB Director of Government Affairs and Ron Grutza, Senior Director of Regulatory Affairs, and Assistant Director of Government Affairs*, as they review PSAB's legislative agenda and provide important updates on legislation which will impact your borough.

9:15 - 10:15 A.M.

CONCURRENT SESSIONS

ARPA Administration Update

Krista Gardner, CPA, SEK CPAs and Advisors, will review administration basics and best practices for the American Rescue Plan Local Fiscal Recovery Funds program. Discussion will include accounting guidance for the funds, reporting requirements to the U.S. Treasury, and eligible fund uses.

What does the 2020 Census Tell Us About Pennsylvania Local Government?

Data from the 2020 Census show that Pennsylvania boroughs are in the midst of a major demographic shift. Boroughs are becoming both more diverse, older, and for some boroughs, more populated. *Kyle C. Kopko, Director of the Center for Rural Pennsylvania*, will discuss demographic trends among Pennsylvania's 956 boroughs and highlight potential implications for borough finances and services.



10 Strategies to Drive Community Engagement

Monica Gould, President and Dr. Bob Whitmore, Senior Consultant, Strategic Consulting Partners. This interactive workshop explores 10 strategies and techniques to engage community members and stakeholders in important municipal business.

Human Trafficking in the U.S.: Recognizing, Rethinking, Responding

Krista Hoffman, Homeland Security Exercise Program Manager, PA Governor's Office of Homeland Security, will discuss how the dynamics and driving factors of sex trafficking in the US are numerous and complex. This presentation will provide participants with a basic understanding of the ways in which people are victimized through sex and labor trafficking, and how communities can best identify and report suspicions and link victims to services.

10:30 - 11:15 A.M.

CONCURRENT SESSIONS

Borough Councils Association Membership and Business Meeting

Presiding: Judy Dici, President

Mayors Association Membership Roundtable and Business Meeting
Presiding: Deborah Bargo, President

Conflict Resolution - Building a Collective Path forward Despite Our Differences

Monica Gould, and Dr. Bob Whitmore, Senior Consultant, Strategic Consulting Partners. Learn to strengthen your ability to effectively manage conflict in a variety of settings to overcome fractured feelings and ineffective governing board relationships to help solve complex public issues.

11:30 A.M. - 1:30 P.M.

AWARDS LUNCHEON

(Included in PSAB Pkgs. A, D & E)

Presiding: Thomas C. Gramling, Sr., President

2:00 - 3:00 P.M.

CONCURRENT SESSIONS

Five Things Municipal Officials Should Know About Dealing with Blighted Properties

Chris Gulotta, Principal, Gulotta Group, will share information on how to deal effectively with blighted property owners and will highlight five things you should know to tackle blight. These include the knowing the definition of blight under state law, how to capture the characteristics of blighted properties, how to prevent blighted properties, who your partners are in addressing blight, and available funding. Participants in this session will develop a better understanding of how to develop a successful approach to preventing and dealing with blighted properties.

The Roles of Elected Officials in Police Department Management

Responsible supervision of municipal police departments requires a clear understanding of the roles of elected officials who are obligated to ensure compliance with federal and state law. Confusion about the authority of elected officials and police personnel results in inefficiency, costly litigation and risk to public safety. **Christopher Gerber, Esq., Siana Law**, will clarify those roles through a candid and practical discussion of the law and procedure, which will allow for a meaningful evaluation of your police department's operations and system of accountability.

Here's What Happened — A Review of Recent Changes in Employment Law

Michael McAuliffe Miller, Esq., Eckert Seamans, will review recent changes in labor and employment law over the last 12 months. He will discuss cases related to COVID leave and employer obligations, changes in pay and leave laws, medical marijuana and employee drug testing, recent litigation decisions impacting municipal employers as well as a look at what may be coming next. Mr. Miller is a frequent speaker on this topic and his dynamic, focused style will allow participants to glean best practices from the examples about which he lectures.

Preparing and Reviewing Municipal Contracts

Beth J. Kern, Esq. and Jeffrey L. Rehmeier, II, Esq. both from CGA Law, will review best practices. Whether you're preparing an RFP for a professional service or specs for a contract that will be open to public bid, municipal leaders are required to act as good stewards of public resources. This session will review best practices in preparing and reviewing municipal contracts to ensure services are being delivered as desired and to avoid costly litigation.

3:15 - 4:15 P.M.

CONCURRENT SESSIONS

Police Department Operations

Bring your questions on the role elected officials play in police department oversight, latest trends in policing, updates to department operating procedures, internal affairs procedures, HR functions and police civil service.

A Day in the Life of the Borough Administrator

Discuss the pitfalls and surprises in borough administration. Tell your experiences on your first day or your hardest day; and the most humorous situation you have encountered with residents or officials. Feel free to share any tips that you have implemented in your borough that has made life easier for you.

Planning and Zoning - Susan J. Smith, Esq., The Law Office of Susan J. Smith

Bring your questions and ideas on municipal comprehensive planning, the role of a planning commission, municipal zoning ordinance provisions/trends, and the role of the zoning officer and zoning hearing board.

6:00 - 6:45 P.M.

Reception (Cash Bar)

7:00 P.M.

ANNUAL BANQUET

(Included in PSAB Pkgs. A & E)

Presiding: Thomas C. Gramling, Sr., President

- Award Presentations
- Installation of Officers

Entertainment: The Uptown Band

Schedule continued on page 8

Conference schedule continued

Wednesday, May 25

6:45 - 7:45 A.M.

Full Buffet Breakfast

8:00 - 11:00 A.M.

GENERAL SESSIONS

Presiding: Carl E. Cox, Immediate Past President

8:00 - 9:00 A.M.

The Ethics Act: Promoting Public Confidence in Government

Jeffery S. Frankenburger, Esq., Supervising Investigative Counsel, PA Ethics Commission, will familiarize attendees with the Pennsylvania Public Official and Employee Ethics Act. This will help attendees recognize conflicts of interest and other Ethics Act issues, and know how to deal with such issues if they arise. This session will also review the financial disclosure requirements of the Ethics Act.

9:00 - 10:00 A.M.

The Right-to-Know Law Today

Over the last two years, many local government agencies across Pennsylvania experienced dramatic increases in Right-to-Know Law requests. *Liz Wagenseller, Executive Director of the PA Office of Open Records*, will provide best practices and tips on how to manage these requests. She will also summarize what changes may be on the horizon.

10:00 - 11:00 P.M.

CLOSING ASSOCIATION
BUSINESS MEETING

Presiding: Thomas C. Gramling, Sr., President

- Consideration of Resolutions
- Association Business
- Passing of the Gavel



HOTEL RESERVATIONS

Hershey Lodge

The room rate for the Hershey Lodge is \$209, plus 11% occupancy tax (single or double), per room, per night.

To make your hotel room reservations online, visit www.hotelreservations.boroughs.org to pay with a credit card. Note- A \$5 deposit per room will be charged to your credit card and credited to your stay. Or, you can call the Hershey Lodge at 855-729-3108 and ask for the PSAB rate.

Phone reservations can be guaranteed with a credit card or followed up with a one night deposit by check in the amount of \$231.99. If following up with a check, please be sure to include the room confirmation number(s).

Things to Do In and Around Hershey!

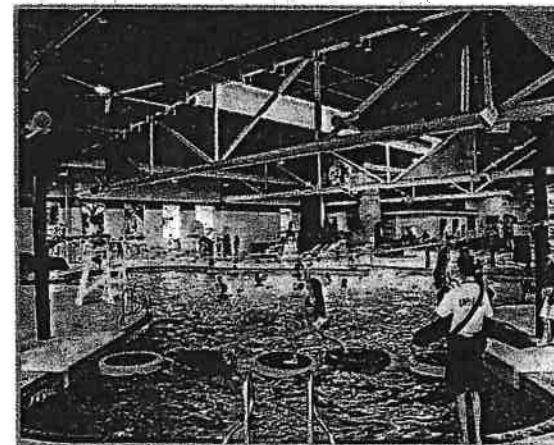
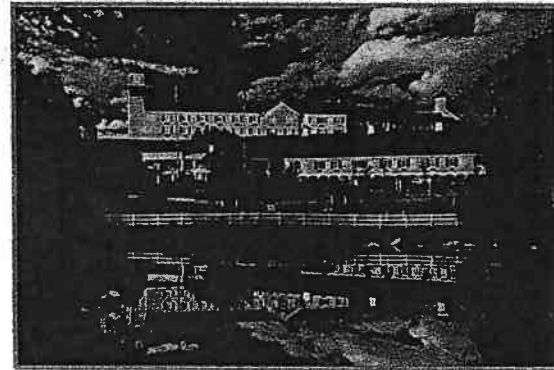
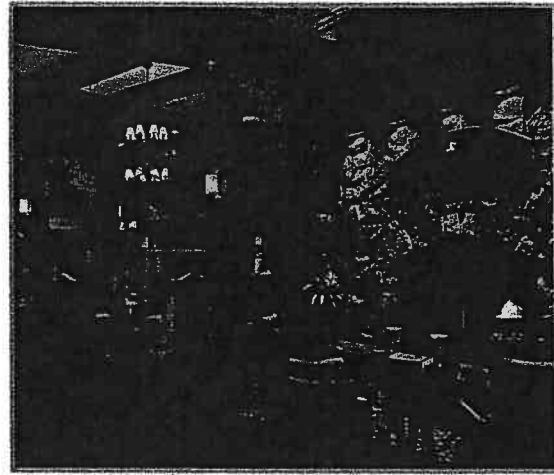
Family and guests will find plenty to do! Plan your trip!

- Antique Automobile Club of America Museum
- Hershey Gardens
- Hershey Outlets
- ZooAmerica
- Hersheypark
- Hershey's Chocolate World
- The Hershey Story Museum
- Founder's Hall at the Milton Hershey School
- Troeg's Brewing Company
- Indian Echo Caverns (*Hummelstown*)
- Hollywood Casino at Penn National Race Course (*Grantville*)
- State Museum of Pennsylvania (*Harrisburg*)
- State Capitol Tours (*Harrisburg*)
- National Civil War Museum (*Harrisburg*)
- Whitaker Center for Science and the Arts (*Harrisburg*)
- State Police Museum
- Escape Room Hershey

BOOK EARLY!

The housing deadline is
April 15 or until sold out.

(Please be sure to book early as
the hotel was sold out in 2019.)



Contact

If you have any issues when making a reservation at the Hershey Lodge, contact Mary Weiler at 717-236-9526, Ext. 1026 or mweiler@boroughs.org immediately.

The address for the Hershey Lodge is 325 University Drive, Hershey, PA 17033.

TOPICS

Roles of Council and Mayor

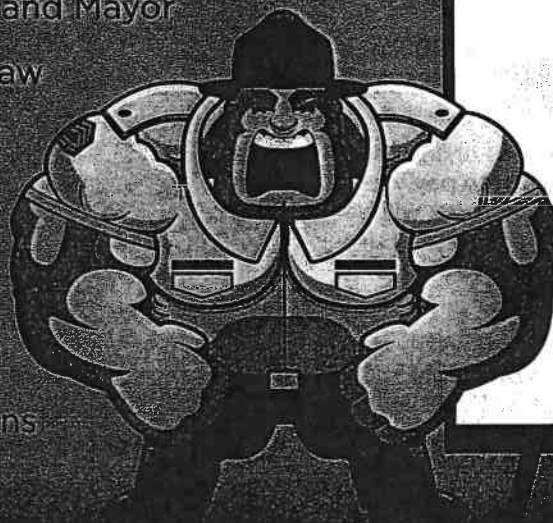
Right-to-Know Law

Borough Code
Review

Municipal
Budgeting

Ethics

Executive Sessions



JOIN US

NEWLY ELECTED MUNICIPAL OFFICIALS

MINI BOOT CAMP

Sunday, May 22 • 11:00 a.m. to 3 p.m.

Both elected and appointed officials are invited to participate.

Learn about new challenges, laws, and regulations that can impact your community. Bring your questions and plan to share your experiences with other appointed and elected officials.

Registration Information

FREE for Conference Attendees * \$50 for Non-Conference Attendees
Lunch will be provided.

If you are attending the conference, please register for this session on the regular conference registration form on page 13. If you are not attending the conference, please contact Terri Dickow at 717-236-9526, Ext. 1042 or tdickow@boroughs.org to register. **The deadline for registration for this session is May 2.**



Find Your Voice in the PSAB Resolutions Process.

At the Pennsylvania State Association of Boroughs' (PSAB) Annual Conference each year, delegates vote on resolutions that will help to shape the legislative agenda.

Thanks to your past efforts, PSAB has helped to enact a modernized Borough Code, achieved success with prevailing wage rates on road and construction projects, and sought relief for unfunded mandates.

And now, it's up to you to affect change in your borough.

Government regulations have a significant impact on your borough. That's why it's critical to be involved in the legislative process.

Your borough or County Boroughs Association (CBA) can submit resolutions to PSAB to be debated and voted on during the Annual Conference being held May 22 - 25, 2022 in Hershey. Resolutions should call for change and can indicate support for or opposition to a specific idea or legislative measure.

For more information on the PSAB Resolutions Process, visit www.boroughs.org/legislative.

Submit resolutions to Ed Troxell at etroxell@boroughs.org; or Ron Grutza at rgrutza@boroughs.org; or mail to PSAB, Attention: Resolutions, 2941 N. Front Street, Harrisburg, PA 17110.

**Deadline to submit resolutions
is March 23, 2022.**

FAMILY/GUEST ACTIVITIES

Monday, May 23

9:00 A.M. – 11:30 A.M. Flower Arranging Workshop/Hershey Gardens

This offsite event starts with a flower arranging workshop at Hotel Hershey. Learn the tips and tricks of flower arranging - the bonus is the arrangement is yours to take home.

After the workshop you will have time to explore Hershey Gardens. Enjoy 11 themed gardens, and the Butterfly Atrium, home to dozens of rare butterflies from South and Central America, Africa and Asia. *(Space is limited to 30 people.)*

Tuesday, May 24

9:00 A.M. – 10:30 A.M. Hershey Trolley Works Tour

All aboard for a truly memorable excursion on the Hershey Trolley! A guided tour, exploring the town's history and life story of chocolatier Milton Hershey. The Trolley conductors will take you on a fascinating, sentimental journey thru Hershey. *Space is limited to 44 people.*

1:30 P.M. - 3:00 P.M. Chocolate Bingo

Come and join the fun and fellowship while playing the classic game of Bingo - but with a sweet twist! Winners will receive chocolate prizes!



Registration with PSAB is required to attend all Family/Guest Activities.

(Package E - found on Conference Registration on page 13).

Please make your choices from the following and return this form with payment by **April 15** to:
PSAB, 2941 N. Front Street, Harrisburg, PA 17110.

FAMILY/GUEST ACTIVITIES FORM

_____ Flower Arranging and Hershey Gardens ... \$20 (space limited)
_____ Trolley Tour. \$15 (space limited)
_____ Chocolate Bingo \$5

Total Enclosed. \$ _____

Name _____ Borough _____

Email _____ Daytime Phone _____

110TH ANNUAL CONFERENCE REGISTRATION

May 22-25, 2022

Important: To ensure voting eligibility, Voting Delegate forms must be returned to PSAB by May 6, 2022!

Note: This registration form is for **borough representatives only**. Non-borough entities should contact Suzi Kent at skent@boroughs.org for fees.

Borough: _____

County: _____

Contact Person: _____

Phone: _____

Email: _____

TO REGISTER:

ONLINE: Go to www.myaccount.boroughs.org (Conferences Tab)

BY CHECK: Complete and return this form with payment to:
**PSAB, 2941 North Front Street,
Harrisburg, PA 17110**

REGISTRATION FORM

Delegate Name (As you want it to appear on badge)	1st Time Attendee	Package Letter	Title	Family/Guest (Full Name)	Package Letter	Boot Camp	Capitol Tour
1.							
2.							
3.							
4.							



Special Requirements (Please list name): _____

By April 15 After April 15

_____ \$250	_____ \$300	Package A – FULL PACKAGE Includes: All Sessions, Sunday Dinner/Reception, Monday & Tuesday Lunch, Tuesday Banquet, Breaks, Gift, and Conference Materials	\$ _____
_____ \$100	_____ \$125	Package B – SUNDAY ONLY Includes: Sunday Exhibits, Sunday Dinner/Reception, Keynote Address, and Gift	\$ _____
_____ \$100	_____ \$125	Package C – MONDAY ONLY Includes: Monday's Sessions, Lunch, Breaks, Gift, and Conference Materials	\$ _____
_____ \$100	_____ \$125	Package D – TUESDAY ONLY Includes: Tuesday's Sessions, Lunch, Breaks, Gift, and Conference Materials Note – Package does <u>not</u> include the Banquet.	\$ _____
_____ \$190	_____ \$190	Package E – FAMILY/GUEST PACKAGE Includes: All Sessions, Sunday Dinner/Reception, Monday & Tuesday Lunch, Tuesday Banquet, Breaks, and Gift (See page 11 for activities.)	\$ _____
_____ \$25	_____ \$25	Extra Awards Luncheon Ticket(s) (Tuesday, May 24)	\$ _____
_____ \$60	_____ \$60	Extra Banquet Ticket(s) (Tuesday, May 24)	\$ _____
_____ Free	_____ \$25	Newly Elected Municipal Officials Boot Camp (If registered for PSAB Conference.) (Sunday, May 22)	\$ _____
_____ Free	_____ Free	Advocacy Day at the State Capitol (Monday, May 23)	

Total Payment \$ _____

Hershey Lodge Reservations – Deadline is April 15, 2022 or until Sold Out. See Page 9 for details.

VOTING DELEGATES

Each member borough in good standing with the Association shall appoint a Voting Delegate for the purpose of electing the Officers of the Association and voting on proposed resolutions and policies.

Borough council **must approve** the individual appointed to serve as the Voting Delegate as well as an Alternate Delegate (in case the primary appointment cannot participate in the election and voting during the annual conference). Per the PSAB Constitution, these names must be provided to the PSAB Executive Director at least 15 days (May 6, 2022) prior to the conference.

The election of Officers will be held Tuesday, May 24 between 9 a.m. and 2 p.m. and voting on proposed resolutions and policies will occur during the Closing Business Meeting on Wednesday, May 25. These two activities help to shape the leadership and policy platform of the Association. Participation in this process is an essential role that borough officials play in guiding the future of PSAB.

ALL VOTING DELEGATES MUST BE REGISTERED TO ATTEND THE ANNUAL CONFERENCE.

Borough of: _____

Submitted by: _____
(Signature of the Borough Secretary, Manager, or President of Council)

Date: _____

Borough Address: _____

Borough Email: _____

OUR VOTING DELEGATE WILL BE: _____
(Name) (Title)

OUR ALTERNATE WILL BE: _____
(Name) (Title)

**The Voting Delegate form must be returned
no later than Friday, May 6, 2022 to:**
PSAB, 2941 North Front Street
Harrisburg, PA 17110.





11.h
ARRO Consulting, Inc.
Corporate Headquarters
108 West Airport Road
Lititz, PA 17543
P: (717) 569-7021

January 13, 2022

Stacie M. Gibbs, BCO
Code/Zoning Officer
Mount Joy Borough
21 East Main Street
Mount Joy, PA 17552

RE: J. Michael & Wendy S. Melhorn
200 South Plum Street Stormwater Management Plan
Construction Escrow Release
ARRO #10863.41

Dear Stacie:

ARRO Consulting, Inc. (ARRO) visited the site on December 20, 2021 to confirm the work shown on the Release Request was completed. Our site visit confirmed the work has been completed. However, an As-Built Plan of the stormwater facility was not submitted so I cannot confirm if it was constructed in accordance with the approved plans. Therefore, I revised the attached spreadsheet accordingly and recommend releasing \$46,690.65 from the construction escrow. The amount remaining in the construction escrow is \$15,526.07

If you have any questions, please call me at 717-560-6065.

Sincerely,

Darrell L. Becker, P.E.
Vice President

Enclosure

DLB:mem

C: Mark G. Pugliese I, Manager – Mount Joy Borough
G. David Keener, P.E. – G.D. Keener, LLC

\\LANCFILE3\Lancaster-Technical\Active Projects\Mount Joy Borough\Melhorn SWM Plan - 200 S Plum St
10863.41\Construction\Pay_Applications\10863.41_Pay App 1.docx

www.arroconsulting.com

OUT-IN-FRONT. EVERY STEP OF THE WAY.



G. D. Keener LLC

3306 Caroline Drive
East Petersburg, PA 17520

717.490.1407

<mailto:david@gdkeener.com>

www.gdkeener.com

December 15, 2021

Mount Joy Borough Council
21 East Main Street
Mount Joy, PA 17552

Attention: **Mount Joy Borough Council**

RE: **J. Michael & Wendy S. Melhorn
Stormwater Management Plan
Light Industrial Lot – 200 S. Plum Street
Mount Joy Borough, Lancaster County, PA**


Dear Mount Joy Borough Council:

On behalf of Mr. Michael Melhorn, we are requesting a partial release/reduction in the financial security for the stormwater management project. A copy of the Cost opinion is attached for your reference and the highlighted items are believed to be complete. We are currently working on an as-built plan to verify the items have been installed according to the approved plan.

If you have any questions or comments, please feel free to contact our office at your convenience.

Very truly yours,

G.D.KEENER, LLC



G. David Keener, PE

Copy: Mr. Michael Melhorn with 1 copy of attachments
Attach:

Completed items by end of day 12-15-21



G.D. Keener

Prepared by GDKeener, LLC - CIVIL ENGINEER-

Phone// 717.490.1407

OPINION OF PROBABLE CONSTRUCTION COSTS

200 S Plum Storage Facility Project

Mount Joy Borough, Lancaster County, PA

1/26/2021 rev. 4/12/2021



G.D. Keener

4-12-2021

CLEAR & GRUB

Miscellaneous Clearing	1 LS	\$750.00	\$750.00
------------------------	------	----------	----------

subtotal: \$750.00

Completed
Work
\$750.00

EROSION CONTROL

rock construction entrance	1 EA	\$1,000.00	\$1,000.00
12" Silt Sock	470 LF	\$6.50	\$3,055.00
S75 Lining (Temporary)	283 SY	\$3.75	\$1,061.25
NAG P300 Lining (Permanent)	30 SY	\$5.00	\$150.00

subtotal: \$5,266.25

\$1,000.00
\$3,055.00
\$1,061.25
\$150.00

STORM WATER MANAGEMENT

Earthwork - cut/fill	500 CY	\$5.50	\$2,750.00
Amended Soil - Basin Bottom	185 CY	\$4.00	\$740.00

subtotal: \$3,490.00

\$1,375.00
\$370.00

ACCESS DRIVE/PARKING

Strip & replace topsoil	605 CY	\$1.50	\$907.50
Earthwork - cut/fill	1,600 CY	\$5.50	\$8,800.00
Fine Grade for gravel -	3,000 SY	\$1.50	\$4,500.00
8" stone subbase (2A)	3,000 SY	\$5.05	\$15,150.00
3" Asphalt Binder Course complete 12-15	95 SY	\$5.75	\$546.25
1.5" Asphalt Wearing Course complete 12-15	95 SY	\$4.50	\$427.50
6" stone subbase (2A)	95 SY	\$4.05	\$384.75
Line Stripping	1 LS	\$500.00	\$500.00
Signs	1 EA	\$150.00	\$150.00
Parking Lot Lights bases only	5 EA	\$1,195.00 \$500.00	\$5,975.00 \$500.00

subtotal: \$37,341.00

\$907.50
\$8,800.00
\$4,500.00
\$15,150.00
\$546.25
\$427.50
\$384.75

\$2500.00

Seeding / Landscaping

temporary seeding	1,600 SY	\$0.25	\$400.00
permanent seeding	3,388 SY	\$0.55	\$1,863.40
trees	18 EA	\$150.00	\$2,700.00
shrubs	10 EA	\$75.00	\$750.00

subtotal: \$5,713.40

\$46,690.63

Construction Observation	1 LS	\$1,500.00	\$1,500.00
As-built Plan	1 LS	\$2,500.00	\$2,500.00

subtotal: \$4,000.00

SUBTOTAL	\$56,560.65
-----------------	--------------------

\$46,690.63

10% Contingency	\$6,656.07
-----------------	------------

TOTAL	\$62,216.72
--------------	--------------------

\$46,690.63

Based on plans entitled "Stormwater Management Plan" dated 12/09/17 last rev. 3/29/21 prepared by GDKeener, LLC



111
ARRO Consulting, Inc.
Corporate Headquarters
108 West Airport Road
Lititz, PA 17543
P: (717) 569-7021

January 13, 2022

Stacie M. Gibbs, BCO
Code/Zoning Officer
Borough of Mount Joy
21 East Main Street
Mount Joy, PA 17552

RE: Laurel Harvest Labs
Construction Escrow Release
ARRO # 10863.20

Dear Stacie:

ARRO Consulting, Inc (ARRO) visited the site on December 20, 2021 to confirm the completed work is consistent with the requested escrow release. Our site visit determined the following work was not completed:

1. Iron pins and concrete monuments are not shown on the As-Built Plans and therefore, cannot be confirmed if they have been set.
2. Street lights and parking lot lights have not been installed.
3. Areas of the site will require re-seeding in the Spring.
4. The bituminous wearing course has not been placed within the site.
5. Shrubs and trees have not been planted throughout the site.
6. The 10% contingency is being retained to correct damage that may occur during the winter months and to mill, level and overlay New Street and Jacob Street if the as-built cross sections show inconsistencies in the road profiles and cross sections.

Therefore, I recommend releasing \$702,349.10 as shown on the enclosed spreadsheet. The amount remaining in the construction escrow will be \$218,188.75.

www.arroconsulting.com

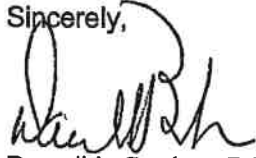


OUT-IN-FRONT. EVERY STEP OF THE WAY.

Stacie Gibbs, BCO
Borough of Mount Joy
January 13, 2022
Page 2

If you have any questions, please call me at 717-560-6065.

Sincerely,

A handwritten signature in black ink, appearing to read 'Darrell L. Becker', written over a horizontal line.

Darrell L. Becker, P.E.
Vice President

DLB:mem

Enclosure

c: Mark G. Pugliese I, Manager – Mount Joy Borough
Matthew Kelly, Esquire – The Law Offices of Matthew Kelly Associates

\\LANCFIL3\Lancaster-Technical\Active Projects\Mount Joy Borough\Laurel Harvest Labs
10863.20\Construction\Pay_Applications\10863.20_Pay App 1.docx

THE LAW OFFICE OF MATTHEW KELLY, ESQUIRE
15 Eshelman Road, Lancaster, Pennsylvania 17601
(717) 468-3312 pennlawman@aol.com

December 17, 2021

USPO First Class Mail, Email
staci@mountjoypa.org
Darrell.Becker@arroconsulting.com
Stacie Gibbs, Planning, Zoning & Code Administrator
Mount Joy Borough
21 E. Main Street
Mount Joy, PA 17552

RE: Laurel Harvest Labs/150 New Street Partners, LP
Request for Release of Financial Security
LOC # 7103989 – Jonestown Bank, June 4, 2020

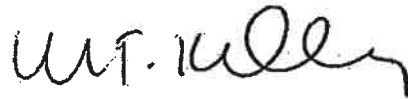
Dear Stacie:

This is a request to release/return of the above-referenced Letter of Credit in the amount of \$920,467.85 for the project located at 28 S. Jacob Street, Mount Joy, PA placed with the Borough to assure compliance with the attached cost opinion. I ask that you request Darrell complete any necessary inspections.

Please contact me with any questions at 717 468-3312.

Thank you for your attention to this matter.

Sincerely,



Matthew Kelly

Enclosures

**EXHIBIT "A"**

Laurel Harvest Labs, LLC

**Opinion of Probable Cost
Mount Joy Borough**
Detail Estimate

Item	Description	Quantity	Unit	Unit Price	Completed Work Total Cost	Remaining Work
01-78-00	GENERAL					
01-78-29	Iron Pins	11.00	EA	52.50	\$0.00 577.50	\$577.50
01-788-30	Concrete Monuments	5.00	EA	184.00	\$0.00 920.00	\$920.00
Subtotal General					\$1,497.50	
26-56-00	EXTERIOR LIGHTING					
26-53-04	Area Street Light, Circuit and Base	11.00	EA	2,888.00	\$0.00 31,768.00	\$31,768.00
26-53-05	Area Parking Lot Light, Circuit and Base	9.00	EA	2,625.00	\$0.00 23,625.00	\$23,625.00
26-53-07	Wallpaks	18.00	EA	420.00	7,560.00	
Subtotal Exterior Lighting					\$62,953.00	
31-20-00	EROSION AND SEDIMENTATION CONTROLS					
31-14-02	Strip and Stockpile Topsoil (6" deep)	0.00	CY	4.20	0.00	
31-23-18	Place topsoil	0.00	CY	2.10	0.00	
31-25-04	Stabilized Construction Entrance	139.00	SY	25.20	3,502.80	
31-25-25	Blonet C125BN Temporary Lining	16,000.00	SF	1.30	20,800.00	
31-25-28	PAG 300 Temporary Lining	900.00	SF	0.55	495.00	
31-25-28	PAG 300 Permanent Lining	900.00	SF	0.55	495.00	
31-25-38	Seeding (Temporary)	0.00	SY	0.09	0.00	
31-25-46	Sediment Trap	0.00	EA	525.00	0.00	
31-25-52	Skimmer Device	0.00	EA	525.00	0.00	
31-25-54	Rock Filter	2.00	EA	262.50	525.00	
31-25-57	Temporary Endwall	1.00	EA	1,838.00	1,838.00	
31-25-60	Conversion of E&S Basins to Final Configuration	1.00	LS	2,625.00	2,625.00	
31-25-56	Stone Inlet Protection	23.00	EA	236.25	5,433.75	
31-25-74	12" Filtrxxx Filter Soxx	770.00	LF	6.22	4,789.40	
31-25-78	24" Filtrxxx Filter Soxx	925.00	LF	10.50	9,712.50	
Subtotal Erosion & Sedimentation Controls					\$50,216.45	
Re-seed Areas						\$2,500.00
32-11-00	BASE COURSES					

32-11-16	6" Compacted 2A Stone - Public Right of Way	3,918.00	SY	8.15	31,931.70	
32-11-16	6" Compacted 2A Stone - within Lot 1	5,072.00	SY	8.15	41,336.80	
Subtotal Base Courses					\$73,268.50	
32-12-00	FLEXIBLE PAVING					
32-12-21	5" ID-2 Binder - Public Right of Way	3,918.00	SY	16.80	65,822.40	
32-12-21	5" ID-2 Binder - within Lot 1	5,072.00	SY	16.80	85,209.60	
32-12-24	1.5" ID-2 Wearing - Public Right of Way	5,574.00	SY	8.55	47,657.70	
32-12-24	1.5" ID-2 Wearing - within Lot 1	5,072.00	SY	8.55	\$0.00	\$43,365.60
Subtotal Flexible Paving					\$242,055.30	
32-13-00	RIGID PAVING					
32-13-02	Plain Cement Concrete Sidewalks - Public ROW	5,013.00	SF	8.40	42,109.20	
32-13-02	Plain Cement Concrete Sidewalks - Lot 1	5,756.00	SF	8.40	48,350.40	
32-16-04	18" Vertical Concrete Curb - Public ROW	1,296.00	LF	23.10	29,937.60	
32-16-04	18" Vertical Concrete Curb - Lot 1	2,550.00	LF	23.10	58,905.00	
32-17-14	Concrete Wheel Stops	4.00	EA	555.45	2,221.80	
32-17-06	4" Pedestrian Crossing Painted Lines	192.00	LF	0.30	57.60	
Subtotal Rigid Paving					\$181,581.60	
32-90-00	PLANTING					
32-93-31	Shrub, 3' High	151.00	EA	78.75	\$0.00	\$11,891.25
32-93-62	Shade Tree, 2" - 2-1/2" Cal.	58.00	EA	341.25	\$0.00	\$19,792.50
Subtotal Planting					\$31,683.75	
33-41-00	STORM WATER MANAGEMENT					
33-41-08	15" SLCPP	578.00	LF	36.75	\$21,241.50	
33-41-10	18" SLCPP	447.00	LF	39.90	\$17,835.30	
33-41-12	24" SLCPP	290.00	LF	52.50	\$15,225.00	
33-41-14	30" SLCPP	137.00	LF	70.35	\$9,637.95	
33-41-84	15" RCP	114.00	LF	44.10	\$5,027.40	
33-41-86	18" RCP	80.00	LF	57.75	\$4,620.00	
33-44-02	Type "C" Inlet	19.00	EA	2,310.00	\$43,890.00	
33-44-08	Type "C" Inlet with Snout	1.00	EA	3,150.00	\$3,150.00	
33-44-22	Underdrain	612.00	LF	8.40	\$5,140.80	
33-49-02	Storm Manhole	4.00	EA	1,890.00	\$7,560.00	
33-49-04	Swale	250.00	LF	10.50	\$2,625.00	
33-49-51	3" Thick Clay Liner	299.00	SY	6.30	\$1,883.70	
33-49-53	Basin	1.00	LS	42,000.00	\$42,000.00	
33-49-10	Type "DW" Endwall	4.00	EA	1,837.50	\$7,350.00	
33-49-26	Outlet Structure	1.00	EA	3,885.00	\$3,885.00	
33-49-30	RipRap Apron/ Outlet Protection	58.00	SY	18.90	\$1,096.20	
Subtotal Storm Water Management					\$192,167.85	
34-40-00	SIGNAGE					
34-40-20	Van Accessible Signs	4.00	EA	157.50	\$630.00	

Laurel Harvest Labs, LLC

ELA Group, Inc

May 21, 2020

34-40-40	Stop Signs- HI Intensity	4.00	EA	157.50	\$630.00	
34-40-41	Relocate Existing Signs	2.00	EA	52.50	\$105.00	
Subtotal Signage					\$1,365.00	
Sub-Total				\$702,349.10	\$	\$134,439.85
10% per PMPC				\$0.00	\$	\$83,678.90
TOTAL				\$702,349.10	\$	\$218,118.75

ELA Group, Inc. is not a construction cost estimator nor a construction contractor, nor should ELA Group's Inc. rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction estimator or construction contractor would provide. ELA Group's, Inc. opinion will be based solely upon his or her own experience with construction. This requires ELA Group, Inc. to make a number of assumptions to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; contractors' techniques in determining prices and market conditions at the time; and other factors over which ELA Group, Inc. has no control. Given these assumptions which must be made, ELA Group, Inc., states that the above probable construction cost opinion is a fair and reasonable estimate for construction costs of the required site improvements in accordance with the applicable rules and regulations.



Mount Joy Borough Grant Tracking 2019 - 2021

Grant Name	Awarding Agency	Grant Manager	Amount	Borough Match	Period of Grant	Funding \$ (Fed/State/ Local)	Program Audit Required	Amount Expended in 2020 (Subject to Grant Funding)	Amount Expended in 2021 (Subject to Grant Funding)	Amount Expended in 2022 (Subject to Grant Funding)	Amount Received in 2020	Amount Received in 2021	Amount Received in 2022	Receivables Outstanding	Cumulative Amounts Received	Status	Did Final Payment Received	Comments
2019-2020-2021																		
Automated Red Light Enforcement Program (ARLE)	PA Department of Transportation	D. Nisley	\$ 219,060.00	\$ -	Effective Date - 10/15/19	State	No	\$ -	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Active		All Easements Received & Recorded. Received HOP. Out for bid
902 Recycling Grant (2020)	DEP	D. Nisley	\$ 299,000.00	\$ 33,245.00	Effective date - 2/2020 (3 year period)	State	None noted	\$ 63,245.50	\$ 232,653.44	N/A	\$ -	\$ 295,898.94	N/A	\$ -	\$ 295,898.94	Closed	6/21/2021	Equipment purchased. All funding awards received.
Flood Mitigation Program (SW Detention Basin Improvement Project)	Commonwealth of PA	D. Nisley	\$ 176,022.00	\$ 18,000.00	9/17/19 - 6/30/2022	State	N/A	\$ -	\$ 64,059.20	\$ -	\$ -	\$ -	\$ -	\$ 54,450.42	\$ -	75% Completed		Submitted invoices for reimbursement. Project exceeded administrative costs permitted.
Smart Growth Transportation Grant	LCTCC	S. Gibbs	\$ 89,000.00	\$ 16,550.00	2020/2021	Federal	No	\$ 10,600.00	\$ 78,400.00	\$ -	\$ -	\$ 33,760.00	\$ 28,960.00	\$ 10,480.00	\$ 62,720.00	Active		Awaiting reimburseables.
DOI MCS-X	Dept of Justice	Chief Goshen	\$ 92,640.00	\$ -	10/1/19 - 9/30/2021	Federal	N/A	\$ 56,000.00	N/A	\$ -	\$ 15,516.00	\$ -	\$ -	\$ 49,997.00	\$ 15,516.00	Closed	N/A	Closed out. Could not meet requirements of grant.
NFWE PA Local Government Implementation (Rotary Park)	National Fish & Wildlife Foundation (US)	D. Salley	\$ 100,000.00	\$ 15,000.00	10/30/20 - 11/1/21	Federal	N/A	N/A	\$ 83,624.15	\$ -	\$ -	\$ 83,291.07	\$ -	\$ -	\$ 83,291.07	Active	Dec-21	Unutilized money available
NFWE Grant (Stream Bank Restoration - Little Chiques Park)	National Fish & Wildlife Foundation (US)	D. Salley	\$ 50,000.00	\$ 65,000.00	11/2/20 - 11/2/21	Federal	N/A	N/A	\$ 39,092.38	\$ -	\$ -	\$ 39,425.46	\$ -	\$ -	\$ 39,092.38	Active	Dec-21	Unutilized money available
904 Recycling Grant 2018	DEP	J. Frey	\$ 26,498.00	\$ -	1/1/19 - 12/31/19	State	N/A	N/A	N/A	N/A	\$ 26,498.00	\$ -	\$ -	\$ -	\$ 26,498.00	Closed		
CARES Act	Lanc County (pass thru Fed Funds)	M. Pugliese	\$ 63,271.00	\$ -	3/31/20 - 12/30/20	Federal	N/A	\$ 17,137.15	\$ 43,056.20	\$ 1,799.05	\$ 63,271.00	\$ -	\$ -	\$ -	\$ 63,271.00	Active		Utilizing for various projects (\$61,392.40 utilized)
CARES Act (add'l funding awarded)	Lanc County (pass thru Fed Funds)	M. Pugliese	\$ 66,224.00	\$ -	3/31/20 - 12/30/20	Federal	N/A	\$ -	\$ -	\$ -	\$ 66,224.00	\$ -	\$ -	\$ -	\$ 66,224.00	Closed		Utilizing for various projects
2021																		
Growing Greener Grant	PA Department of Environmental protection	D. Salley	\$ 65,000.00	15%	Nov 2021 to Nov 2024	State	\$ -	N/A	\$ -	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	Closed	N/A	Application Denied
Growing Greener Grant	PA Department of Environmental protection	D. Salley	\$ 2,500,000.00	15%	Nov 2021 to Nov 2024	State	\$ -	N/A	\$ -	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	Closed	N/A	Application Denied
902 Recycling Grant (2021)	DEP	D. Nisley	\$ 270,600.00	10%	27856.06	State		N/A			N/A					Submitted		Submitted 9/24/2021
904 Recycling Grant 2019	DEP	J. Frey	\$ 12,447.00	\$ -	1/1/19 - 12/31/19	State	N/A	\$ 12,447.00	\$ -	\$ -	\$ -	\$ 12,446.58	\$ -	\$ -	\$ 12,446.58	Closed		12/15/2021
American Rescue Plan Act (ARPA)	DCED (Pass thru Fed Funds)	M. Pugliese	\$ 866,451.74	\$ -	7/1/2021 - 2024	Federal	No	N/A	\$ -	\$ -	N/A	\$ 433,225.87	\$ -	\$ -	\$ 433,225.87	Received 1st Installment		Funds earmarked for Pickerton Rd stormwater & MSMJ 2023 Contribution
DCED MTF Grant	DCED (Pass thru Fed)	M. Pugliese	\$ 607,195.00	\$ 150,900.00	Nov 2021 to Dec 2022	Federal	No	N/A	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ -	APPROVED		Contacted ARRO & Vendor
Susquehanna Mutual Trust Small Safety Grant	SMT	M. Pugliese	\$ 1,750.00	\$ 875.00	2022	Trust Fund	No	N/A	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ -	APPROVED		Awaiting Quote
Capital Budget Request	Assembly	M. Pugliese	\$1,000,000.00	\$ 500,000.00	2021/2022	State	No	N/A	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ -	Submitted		Submitted 9/20/2021
Patrick Leahy Bulletproof Vest Partnership	DOJ	Chief Goshen	\$ 5,555.11	\$ -	Yearly	Federal		N/A	\$ 5,555.11		N/A					Submitted		Awaiting Reimbursement
2022																		
DCNR C2P2 Grant	DCNR	D. Nisley & K. Kalupson	\$50,000															Review Preparing Grant Application
Heritage Grant	DCED	Pugliese & Nisley																Working on project costs.
Total MS4			\$ 6,510,713.85	\$ 799,570.40				\$ 159,429.65	\$ 546,440.48		\$ 171,509.00	\$ 898,047.92		\$ 114,927.42	\$ 1,098,183.84			1-27-2022 - MGPI

11/5

12.a.

**Borough of Mount Joy
Lancaster County, Pennsylvania**

Resolution No. **2022-02**

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF MOUNT JOY, LANCASTER COUNTY, PENNSYLVANIA, SHOWING THE BOROUGH'S INTENT TO ALLOW THE SUSPENSION OF A BANNER ACROSS STATE ROUTE 230 (SR230), EAST MAIN STREET.

WHEREAS, the Borough of Mount Joy intends to allow the suspension of a banner across SR 230, near the Borough Offices located at 21 East Main Street, Mount Joy.

WHEREAS, the banner will be suspended on Mount Joy Borough owned and maintained banner poles across SR 230 at a height of at least 17'6" above the highway; and

WHEREAS, the banner will be constructed to Borough specifications; and

WHEREAS, the requesting organization assumes full responsibility for damage to banner poles and all liability for damages occurring to any persons or property arising from the act or omission associated with the banner; and

WHEREAS, banners with more than 20% of the message relating to the advertising of a commercial product, enterprise, business or company and event are not related to a national, state, regional, or local function or charitable affair will not be permitted; and

WHEREAS, during the installation and removal of the banner, traffic control will be performed in accordance with the most current Publication 213.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Borough Council of the Borough of Mount Joy, that Resolution **(INSERT)**, designating the Borough of Mount Joy's intent to allow the suspension of a banner across SR 230, East Main Street, specifying the conditions set forth by the Pennsylvania Department of Transportation and the Borough of Mount Joy, and permitting the organization listed below to suspend a banner under the following conditions is hereby approved by the Borough Council of the Borough of Mount Joy in lawful session assembled.

Organization: **Lancaster Mennonite School, Kraybill Campus**

Banner Size: **30' X 3'**

Message and Event: **Lancaster Mennonite School, Kraybill Campus Benefit Auction**

Suspension Dates: **April 25, 2022 to May 8, 2022**

Organization: **Milanof-Schock Library**

Banner Size: **30' X 3'**

Message Event: **Milanoff-Schock Library Book Sale**

Suspension Dates: **May 30, 2022 to June 11, 2022**

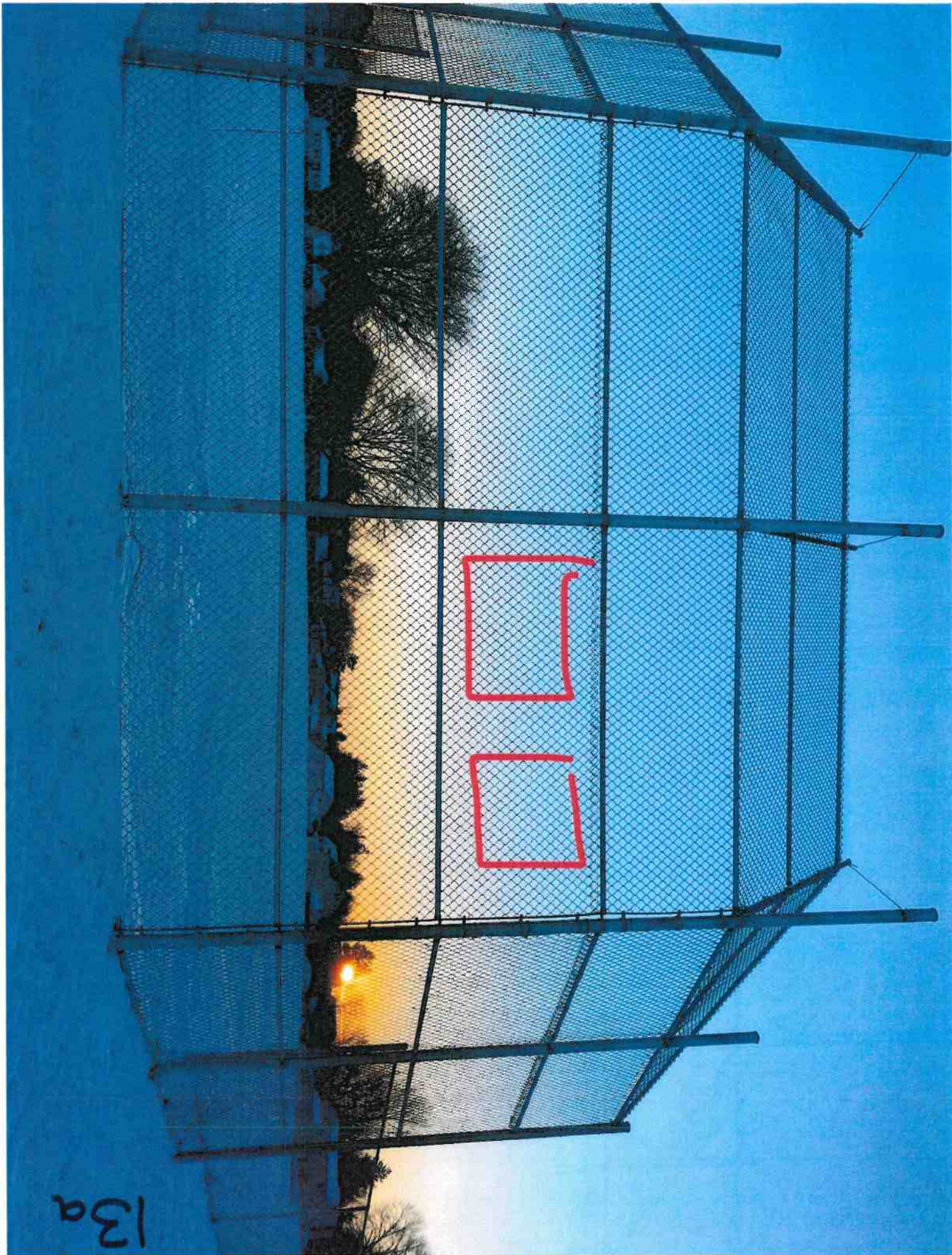
ADOPTED, by the Council of the Borough of Mount Joy, at a public meeting this **(Insert Date)**

ATTEST:

Borough (Assistant) Secretary

Borough (Vice) Council President

[BOROUGH SEAL]



13.6.

ARRO CONSULTING, INC.
SCHEDULE OF HOURLY RATES AND CHARGES FOR PROFESSIONAL SERVICES

BOROUGH OF MOUNT JOY, LANCASTER COUNTY, PA
Calendar Year 2022

I. COMPENSATION FOR PERSONNEL SHALL BE IN ACCORDANCE WITH THE FOLLOWING HOURLY RATES:

<u>CLASSIFICATION</u>	<u>POSITIONS</u>	<u>HOURLY RATE</u>
1	OFFICE & FIELD SUPPORT	
2	TECHNICIANS	62.00
3	DESIGNERS	76.00
4	PROJECT TECHNICIANS	102.00
5	PROFESSIONALS, SPECIALISTS	130.00
6	PROJECT PROFESSIONALS, SENIOR PROJECT TECHNICIANS	144.00
7	SENIOR PROJECT PROFESSIONALS, PROJECT SPECIALISTS	159.00
8	SENIOR PROFESSIONALS, SENIOR PROJECT SPECIALISTS	171.00
9	MANAGING PROFESSIONALS	184.00
10	MANAGING PRINCIPALS	191.00
		197.00

II. COMPENSATION FOR EXPENSES AND OTHER CHARGES SHALL BE AS FOLLOWS:

MILEAGE	FEDERAL ALLOWABLE VEHICLE REIMBURSEMENT RATE
COMMERCIAL TRAVEL/LIVING EXPENSES	NET COST
DATA PROCESSING & DUPLICATING WORK	SCHEDULE SUPPLIED UPON REQUEST
OUTSIDE SERVICES	NET COST PLUS 15%

III. TECHNOLOGY SURCHARGE WILL BE APPLIED TO COVER LICENSING FEES/ UPGRADES FOR COMPUTER-RELATED SERVICES (GIS, CADD, GPS, SURVEYING, HYDRAULIC MODELING, AND OTHER PROPRIETARY SOFTWARE).

IV. STATEMENTS WILL BE RENDERED MONTHLY AND ARE PAYABLE UPON RECEIPT.

V. CERTIFICATES OF INSURANCE COVERAGE WILL BE SUPPLIED UPON REQUEST.

VI. EXCEPTIONS TO OR DEVIATION FROM ANY OF THE FOREGOING TERMS SHALL BE VALID ONLY AS SPECIFICALLY AND MUTUALLY AGREED UPON.

VII. CHARGES ARE SUBJECT TO REVISION.

All services performed by ARRO are performed in accordance with and subject to the attached Standard Terms and Conditions. ARRO expressly rejects any other terms and conditions which may be presented to it, including any presented as part of a municipal appointment. Any changes to these Standard Terms and Conditions shall be mutually agreed to in writing.

ARRO CONSULTING, INC.
SCHEDULE OF HOURLY RATES AND CHARGES FOR PROFESSIONAL SERVICES

BOROUGH OF MOUNT JOY, LANCASTER COUNTY, PA
Calendar Year 2021

I. COMPENSATION FOR PERSONNEL SHALL BE IN ACCORDANCE WITH THE FOLLOWING HOURLY RATES:

<u>CLASSIFICATION</u>	<u>POSITIONS</u>	<u>HOURLY RATE</u>
1	OFFICE & FIELD SUPPORT	60.00
2	TECHNICIANS	73.00
3	DESIGNERS	99.00
4	PROJECT TECHNICIANS	126.00
5	PROFESSIONALS, SPECIALISTS	140.00
6	PROJECT PROFESSIONALS, SENIOR PROJECT TECHNICIANS	153.00
7	SENIOR PROJECT PROFESSIONALS, PROJECT SPECIALISTS	165.00
8	SENIOR PROFESSIONALS, SENIOR PROJECT SPECIALISTS	178.00
9	MANAGING PROFESSIONALS	184.00
10	MANAGING PRINCIPALS	190.00
11	EXECUTIVES	216.00

II. COMPENSATION FOR EXPENSES AND OTHER CHARGES SHALL BE AS FOLLOWS:

MILEAGE	FEDERAL ALLOWABLE VEHICLE REIMBURSEMENT RATE
COMMERCIAL TRAVEL/LIVING EXPENSES	NET COST
DATA PROCESSING & DUPLICATING WORK	SCHEDULE SUPPLIED UPON REQUEST
OUTSIDE SERVICES	NET COST PLUS 15%

III. TECHNOLOGY SURCHARGE WILL BE APPLIED TO COVER LICENSING FEES/ UPGRADES FOR COMPUTER-RELATED SERVICES (GIS, CADD, GPS, SURVEYING, HYDRAULIC MODELING, AND OTHER PROPRIETARY SOFTWARE).

IV. STATEMENTS WILL BE RENDERED MONTHLY AND ARE PAYABLE UPON RECEIPT.

V. CERTIFICATES OF INSURANCE COVERAGE WILL BE SUPPLIED UPON REQUEST.

VI. EXCEPTIONS TO OR DEVIATION FROM ANY OF THE FOREGOING TERMS SHALL BE VALID ONLY AS SPECIFICALLY AND MUTUALLY AGREED UPON.

VII. CHARGES ARE SUBJECT TO REVISION.

All services performed by ARRO are performed in accordance with and subject to the attached Standard Terms and Conditions. ARRO expressly rejects any other terms and conditions which may be presented to it, including any presented as part of a municipal appointment. Any changes to these Standard Terms and Conditions shall be mutually agreed to in writing.

**ARRO CONSULTING, INC.
STANDARD TERMS AND
CONDITIONS**

1. OPINION OF PROBABLE COSTS

Opinions of probable construction and related costs, financing and acquisition of land and rights-of-way prepared by ARRO represent its judgment as a design professional and are supplied for the general guidance of the Client. Since ARRO has no control over cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, over costs of financing, acquisition of land or rights-of-way or over competitive bidding, market or negotiating conditions, ARRO does not guarantee that any such opinions will not vary from actual costs or contractors' bids to the Client.

2. INSTRUMENTS OF SERVICE

All reports, plans, specifications, drawings, field data, notes, formulae, calculations, codes, computer programs and any other documents used in the preparation of the work hereunder or delivered to the Client hereunder, including electronic or digitized versions thereof, are instruments of service of ARRO and shall remain the property of ARRO. Client has the right to use the work delivered hereunder for an indefinite period of time for the purposes outlined in this Agreement. However, the work furnished by ARRO hereunder, whether in document form or electronic or digitized versions thereof, are not to be reused by the Client or any other person or entity for extensions of the project for which they were prepared or on any other project. Any reuse of the documents or their electronic or digitized versions without specific written verification or adaptation by ARRO will be at the Client's sole risk and without liability to ARRO, and Client shall hold ARRO harmless from any claims or damages resulting from such reuse, including claims of infringement of proprietary information.

3. CHANGED CONDITIONS

ARRO has used its professional judgment in establishing the scope of services and fee for this project, given the information provided by the Client or known to ARRO about the project's nature and risks and current laws, codes, regulations, standards and permit conditions in effect thirty (30) days prior to the date of this proposal/ Agreement. Occurrences or discoveries that were not originally contemplated by or known to ARRO shall constitute changed conditions and shall require an equitable adjustment in scope, schedule and/or fee under this Agreement. If ARRO should request an adjustment to this Agreement, ARRO shall identify the changed conditions and the Client shall promptly and in good faith enter into a renegotiation of this Agreement. **If the Client refuses to renegotiate, ARRO may terminate this Agreement.**

4. ADDITIONAL WORK

The Client or ARRO may, from time to time, during the course of the work request changes or modifications in the "Scope of Services" to be performed hereunder. Such changes and/or modifications, including any increase or decrease in the amount of ARRO's compensation, which are mutually agreed upon between the Client and ARRO, shall be incorporated in written amendments to this Agreement. In the event the Client desires additional work performed, which is not covered by the proposal and/or Agreement, the parties shall execute an amendment to this Agreement, and ARRO shall be paid for the additional work in accordance with the terms and conditions for extra work as set forth in the Agreement.

5. DELAYS

In the event of delays through no fault of ARRO, the Client shall pay all costs which have been reasonably incurred by ARRO in suspending the services including all costs incurred in reactivating the services. This is in addition to compensation for services performed and costs incurred prior to suspension.

6. WARRANTY AND REMEDY

ARRO warrants that it shall exert the degree of care and skill in the performance of its services normally exercised by similar professionals under similar circumstances. This warranty is in lieu of and excludes all other warranties whether express or implied, by operation of law or otherwise, including any warranty of fitness for particular purpose.

ARRO's liability to the Client for losses, injuries, damages or expenses arising from ARRO's services

under this Agreement and which are covered by ARRO's liability insurances shall be limited to the then remaining limits of ARRO's applicable liability insurance coverage(s). For any other losses, injuries, damages or expenses arising from ARRO's services, Client agrees that ARRO's total aggregate liability therefore shall not exceed the amount of ARRO's service revenue under this Agreement.

In addition, the Client agrees to extend any and all liability limitations and indemnifications provided by the Client to ARRO to those individuals and entities ARRO retains for performance of the services under this Agreement, including ARRO's subconsultants and their assigns.

For purposes of this Agreement the term "liable" and "liability" shall mean liability of any kind that may be found to rest upon ARRO, whether arising from the negligence of ARRO, its subcontractors, agents or employees, breach of warranty, breach of contract, strict or absolute liability and/or any other cause.

7. CONSEQUENTIAL DAMAGES

Neither ARRO nor Client shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by ARRO or the Client, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

8. TERMS OF PAYMENT

In the event that payment is not made within thirty (30) days from date of billing, interest will be charged at the rate of one percent (1 %) per month, or the maximum amount permitted by law.

9. PATENTS

ARRO will not conduct patent searches in the performances of its services and assumes no responsibility or liability for any patent or copyright infringement arising therefrom. Nothing contained herein shall be construed as a warranty or representation that anything made, used or sold arising out of the services provided for the project will be free from infringement of patents.

10. SUSPENSION OF SERVICES

If payment of ARRO's invoices is not maintained as per the Terms of Payment set forth herein, ARRO may by seven (7) days written notice to the Client suspend further services without liability until the Client has paid in full all amounts due ARRO on account of services rendered and expenses incurred, including interest on past due invoices. Suspension exceeding ninety (90) days shall, at ARRO's option, make this Agreement subject to renegotiation or termination. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to ARRO.

11. TERMINATION

This Agreement for ARRO's services may be terminated by either party upon thirty (30) days prior written notice to the other party. In the event of termination, ARRO shall be compensated for services performed and expenses incurred up to the date of termination, plus reasonable actual costs incurred by ARRO as a result of a termination by the Client.

12. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties and their respective successors and assigns. ARRO may employ such independent consultants, associates and subcontractors as it may deem appropriate. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

13. SEVERABILITY AND REFORMATION

Any provision or part thereof of this Agreement held to be void or unenforceable under any law or order of court shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Client and ARRO. In addition, the parties agree that this Agreement shall be reformed to replace such stricken provision(s) or part(s) thereof with a valid and enforceable provision(s) which comes as close as possible to expressing the intention of the stricken provision(s).

14. EMPLOYEE LIABILITY

The Client acknowledges that ARRO is a corporation and agrees that any claim made by the Client arising out of any act or omission of any director, officer or employee of ARRO in the execution or performance of this Agreement, shall be made against ARRO and not against such director, officer or employee.

15. **FORCE MAJEURE**

Client and ARRO agree that there shall be no liability on the part of either party for any failure or delay in the performance of any obligations hereunder resulting from any cause beyond their reasonable control, including, but not limited to: acts of God; acts or omissions of civil or military authority; acts or omissions of contractors or suppliers; fires; floods; epidemics; quarantine restrictions; severe weather; strikes; embargoes; wars; political strife; riots; delays in transportation; compliance with any regulations or directives of any national, state, local, or municipal governments or any department thereof; fuel, power, materials or labor shortages.

16. **ENTIRE AGREEMENT**

This Agreement, upon its acceptance by the Client, shall constitute the entire and integrated understanding between the parties and supersedes all prior and contemporaneous negotiations and agreements, whether oral or written, with respect to the subject matter herein. This Agreement may be amended only by a written instrument signed by both parties.

17. **ASBESTOS OR HAZARDOUS OR TOXIC MATERIALS**

ARRO's scope of services does not include any services related to asbestos or hazardous or toxic materials. ARRO shall have no responsibility under this Agreement to determine the existence, location, quantity, type or composition of any hazardous or toxic materials that may exist at the site. In the event ARRO or any other party encounters asbestos or hazardous or toxic materials at the site, or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of ARRO's services, ARRO may, at its option and without liability for consequential or other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the site is in full compliance with applicable laws and regulations.

18. **PHASE I & PHASE II ENVIRONMENTAL SERVICES**

In consideration of the substantial risks to ARRO in performing Phase I and Phase II environmental assessment services, the Client agrees, to the maximum extent permitted by law, to indemnify and hold harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising out of or resulting from the performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

a. REGULATED CONTAMINANTS

The Phase II environmental assessment is being conducted solely to permit ARRO to render a professional opinion on the likelihood of regulated contaminants being present on, in, or beneath the site identified in the Agreement at the time the services are rendered. Client acknowledges and understands that the findings derived from a Phase II environmental assessment are limited and that ARRO cannot know or state as an absolute fact that the site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if ARRO believes, in its professional opinion, that reportable quantities of regulated contaminants are not present at the site, Client still bears the risk that such contaminants may be present or may migrate to the site after the study is completed. Client's acceptance

of this Agreement shall evidence that Client understands the risks associated with the Phase II environmental assessment and, in consideration of ARRO agreeing to provide these services, Client agrees, to the maximum extent permitted by law, to waive any claim against ARRO and agrees to defend, indemnify, and hold ARRO harmless from any damage, claim, liability, or cost, including reasonable attorneys' fees and costs of defense, for injury or loss which may arise out of or result from any alleged contamination or existence of hazardous material discovered at the site or performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

b. SAMPLING BYPRODUCTS

All substances on, in, or beneath the Client's site identified in the Agreement, or obtained from the site as samples or as byproducts of the sampling process are, and shall remain, the Client's property. Any samples or byproducts of the sampling process that are, or are assumed to be regulated contaminants, or in ARRO's opinion, may be affected by a regulated contaminant, will be packaged in accordance with applicable law and these materials will be promptly turned over to the Client and the Client will be responsible for legal disposal of them. ARRO shall not have any responsibility under this Agreement to arrange for disposal, or dispose, of materials that are, or are suspected to be, affected by regulated contaminants. Client shall sign all manifests

for the disposal of regulated contaminants or suspected regulated contaminants. ARRO will not, under any circumstances, be considered a generator, transporter, or disposer of the materials affected by regulated contaminants. Because involvement with the Client's contaminated samples can expose ARRO to considerable risks, Client agrees, to the maximum extent permitted by law, to waive any claim against ARRO and agrees to defend, indemnify, and hold ARRO harmless from any damage, claim, liability, or cost, including reasonable attorneys' fees and costs of defense, for injury or loss which may arise out of or result from ARRO containing, labeling, transporting, testing, temporarily storing, and other handling of the Client's contaminated samples or performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

c. CROSS CONTAMINATION

Sampling may result in unavoidable cross-contamination of subsurface areas, such as when a probe or boring penetrates through a contaminated area into an aquifer, underground stream, or other hydrous body not previously contaminated. Client acknowledges and understands that ARRO cannot, despite exercising due care, completely eliminate this risk. Because sampling is an essential element of the Phase II environmental services covered by this Agreement and can expose ARRO to considerable risks, Client agrees, to the maximum extent permitted by law, to waive any claim against ARRO and agrees to defend, indemnify, and hold ARRO harmless from any damage, claim, liability, or cost, including reasonable attorneys' fees and costs of defense, for Injury or loss which may arise out of or result from any cross-contamination allegedly caused by sampling or performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release, or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

19. THIRD PARTY BENEFICIARY

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or ARRO. ARRO's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against ARRO because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

20. GOVERNING LAW

The laws of the Commonwealth of Pennsylvania shall govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the Courts of Common Pleas of Pennsylvania having jurisdiction.

ARRO CONSULTING, INC.
STANDARD TERMS AND CONDITIONS
FOR PROFESSIONAL SERVICES

Notes: 1. Retain as much as possible of ARRO June 2007 Standard Terms and Conditions.
2. Change Client to Borough throughout Agreement.
3. CONFIDENTIAL Working Papers.

1. DEFINITIONS

- a. ARRO – ARRO Consulting Inc.
- b. Borough – Borough of Mount Joy.
- c. Agreement – The Proposal, Scope of Work, Cost Estimate, Schedule and Right to Entry inclusive
- d. Proposal – Original document presented and accepted by Borough which sets forth the essential business terms of the Project
- e. Project – The work to be performed at the Property for the Borough as outlined in the Proposal

2. OPINION OF PROBABLE COSTS

Opinions of probable construction and related costs, financing and acquisition of land and rights-of-way prepared by ARRO represent its judgment as a design professional and are supplied for the general guidance of the Client. Since ARRO has no control over cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, over costs of financing, acquisition of land or rights-of-way or over competitive bidding, market or negotiating conditions, ARRO does not guarantee that any such opinions will not vary from actual costs or contractors' bids to the Client.

3. INDEPENDENT CONTRACTOR

All work performed by ARRO in connection with the Services described in the Agreement shall be performed by ARRO as an "independent contractor" and not as the agent or employee of the Borough. ARRO shall furnish, employ, and have exclusive control of all persons to be engaged in performing work under this Agreement and shall prescribe and control the means and methods of performing such work by providing adequate and proper supervision. ARRO shall be solely responsible for compliance with all rules, laws, and regulations relating to the employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, such as employment, Social Security and other payroll taxes, including applicable contributions from such person when required by law. ARRO shall not subcontract work to be performed without Borough's permission

4. INSTRUMENTS OF SERVICE (Need to rewrite, combine)

All reports, plans, specifications, drawings, field data, notes, formulae, calculations, codes, computer programs and any other documents used in the preparation of the work hereunder or delivered to the Client hereunder, including electronic or digitized versions thereof, are instruments of service of ARRO and shall remain the property of ARRO. Client has the right to use the work delivered hereunder for an indefinite period of time for the purposes outlined in this Agreement. However, the work furnished by ARRO hereunder, whether in document

form or electronic or digitized versions thereof, are not to be reused by the Client or any other person or entity for extensions of the project for which they were prepared or on any other project. Any reuse of the documents or their electronic or digitized versions without specific written verification or adaptation by ARRO will be at the Client's sole risk and without liability to ARRO, and Client shall hold ARRO harmless from any claims or damages resulting from ~~such any unauthorized~~ reuse, including claims of infringement of proprietary information.

ARRO will provide advice, consultation and services to the Borough in accordance with generally accepted professional engineering practice. Therefore, estimates of cost, approvals, recommendations, opinions, and decisions by ARRO are made on the basis of ARRO's experience, qualifications and professional judgment. Beyond the foregoing, ARRO makes no other warranties, expressed, general, limited or implied, including without limitation implied warranties as to merchantability or fitness for a particular purpose, which implied warranties are specifically excluded. ARRO's officers, directors, employees, agents and independent professional consultants and any of them, shall not be liable to Borough and/or anyone claiming by, through or under Borough, including Borough's insurers, nor shall ARRO be liable to indemnify Borough hereof, in an amount which exceeds either (i) the total compensation value to ARRO of the Project (not including any compensation to be paid to any subcontractors of ARRO) if the claims of Borough or Borough's insurers against ARRO are not covered by the insurance coverage's and associated limits of liability which ARRO is required to maintain pursuant to Paragraph 15. The services completed as part of this Agreement are subject to the service constraints included any particular approved Project Scope of Work and Final Report.

All documents including but not limited to reports, boring logs, field data, field notes, laboratory test data, estimates, calculations, drawings, specification and/or notes (the "Work") prepared or furnished by ARRO (and ARRO's independent professional associates and consultant) pursuant to this Agreement and provided to the Client are considered to be Works for Hire. ARRO shall retain an ownership and property interest therein whether or not the Project is completed. Final designs and drawings have been prepared based site-specific conditions i.e., location, risk category, exposure, soils, seismic etc. as well as specified installed equipment.

Final calculations, designs and drawings shall be signed and sealed by the required qualified licensed professional.

5. **WORK ASSIGNMENTS**

All work performed under this Agreement shall be performed on individual "task orders". ARRO shall provide individual task order Proposals that clearly identify Scope of Work, design assumptions, limitations, cost estimate and schedule. All Proposals shall be reviewed by Borough Staff/Manager prior to proper approval under the Borough Code.

6. **PROPRIETARY INFORMATION (Clarify with Item No. 4, Need Legal Review)**

Borough may make and retain copies for information and reference in connection with the use and occupancy of the Project by the Borough, however, such documents are not intended or represented to be suitable for reuse by Borough or any representatives of Borough on any other project. If any such Work of authorship cannot be assigned, ARRO hereby grants to the Borough an exclusive, assignable, irrevocable, perpetual, worldwide, sub-licensable, royalty-free, unlimited license to use, copy, reproduce, distribute, modify, adapt, alter, translate, improve, create derivative works of, practice, publicly perform, publicly display and digitally perform and display such work in any media now known or hereafter known. The Borough agrees that all reports and other work furnished to the Client or of its agents, employees, directors, officers or representative that are not paid for will be returned to ARRO upon demand and will not be used by the Borough for any purpose whatsoever. Nothing contained in this Agreement shall be construed to reduce or limit the Borough's rights, title, or interest in any Work product or intellectual property rights so as to be less in any respect than that the Borough would have had in the absence of this Agreement.

Borough may make and retain copies for information and reference in connection with the use and occupancy of the Project by Borough; Any reuse on any other project without prior written authorization by ARRO is specifically prohibited and Borough's shall indemnify and hold harmless ARRO and ARRO's independent professional associates and consultants from all claims, damages, losses and expenses resulting from unauthorized reuse. ARRO will retain pertinent records relating to the Services performed for a period of ten (10) years following the submission of the report, during which period the records will be made available to the Borough at reasonable times.

All documents provide by ARRO to the Borough are subject to the provisions of the Pennsylvania Open Records Law.

7. CHANGED CONDITIONS

ARRO has used its professional judgment in establishing the scope of services and fee for this project, given the information provided by the Client or known to ARRO about the project's nature and risks and current laws, codes, regulations, standards and permit conditions in effect thirty (30) days prior to the date of this proposal/Agreement.

Occurrences or discoveries that were not originally contemplated by or known to ARRO shall constitute changed conditions and shall require an equitable adjustment in scope, schedule and/or fee under this Agreement. If ARRO should request an adjustment to this Agreement, ARRO shall identify the changed conditions and the Client shall promptly and in good faith enter into a renegotiation of this Agreement. ~~If the Client refuses to renegotiate, ARRO may terminate this Agreement.~~ (Note: No, you go to Dispute Resolution)

Unless the Agreement provides otherwise, the fees outlined in the Agreement are estimates of the charges required to complete the Project. As the Project progresses, the facts uncovered may dictate a change in direction which may alter the scope of the Project and the fees associated with those services. ARRO will inform the Borough of such situations so that negotiation of changes can be accomplished in a timely manner as required for a properly completed Project.

8. ADDITIONAL WORK

The Client or ARRO may, from time to time, during the course of the work request changes or modifications in the "Scope of Services" to be performed hereunder. Such changes and/or modifications, including any increase or decrease in the amount of ARRO's compensation, which are mutually agreed upon between the Client and ARRO, shall be incorporated in written amendments to this Agreement. In the event the Client desires additional work performed, which is not covered by the proposal and/or Agreement, the parties shall execute an amendment to this Agreement, and ARRO shall be paid for the additional work in accordance with the terms and conditions for extra work as set forth in the Agreement

9. INVOICES

Invoices shall be submitted on a monthly basis, unless otherwise agreed and set forth in this Agreement.

Invoices are due and payable net forty-five (45) days unless otherwise agreed and set forth in this Agreement. Invoiced amounts that are not paid in full within forty-five (45) days of the date of the invoice shall be subject to interest at a rate of 1.0 percent per month or the maximum permissible under state law, whichever is less, starting forty-five (45) days from the invoice date. Payments received shall be applied first to interest, with the balance of the payment then applied to the outstanding amount due under the invoice. In addition, ARRO may, upon thirty (30) days written notice to Borough, suspend Services under the Agreement without liability until all past due amounts (including fees and interest accrued) have been paid.

10. EXPENSES

If not otherwise specified in the Agreement, Borough shall be responsible to reimburse ARRO for the following expenses: (i) mileage expenses of personnel when away from their home office on business connected with the Project; (ii) shipping and reproduction costs; (iii) specifically computer software time on an

hourly basis (iv) professional and technical subcontractors in connection with the project; (v) identifiable supplies and expendable materials; (vi) mileage will be charged at fifty eight and one half cents (\$0.585) per mile or the then current IRS allowable rate (portal to portal for automobiles, vans and pickup trucks; rental of larger trucks or vehicles will be charged as an out-of-pocket expense); and (vii) supplies purchased specifically for the project. A maximum fifteen (15%) percent handling and administrative charge may be added to all project expenses. If the services covered under the Agreement are subject to local or state taxes or fees, such additional costs shall be charged to the Borough.

ARRO shall provide the Borough a list of standard normally reoccurring expenses on a unit price basis.

11. **TECHNOLOGY SURCHARGE** (Question: Does the Borough want the Technology Surcharge in particular CAD work to be part of the Bilable rate?)

ARRO may change the Borough reasonable technology surcharges to cover licensing fees, upgrades for computer related software (GIS, CAD, GPS, Hydraulic Modeling and/or other Proprietary Software) provided that such surcharges are clearly identified and approved in advance in the Proposal required by Item 6.

12. **TERMS OF PAYMENT** (~~DELETE~~, Covered under Item 9.)

In the event that payment is not made within thirty (30) days from date of billing, interest will be charged at the rate of one percent (1 %) per month, or the maximum amount permitted by law.

13. **METHOD OF PAYMENT**

Where the method of payment for services rendered under the Agreement is on salary, the following provisions shall apply: (i) the minimum charge for fieldwork is two (2) hours; (ii) the minimum charge for in office work is one-quarter hour; (iii) where applicable, equipment rental charges will be applied to the Project to cover the instrumentation or technical equipment ARRO shall advise the Borough when such charges are applicable.

Services rendered under the Agreement shall be charged to the Borough based on the time spent on the Project by that specific individual multiplied by his or her hourly rate. ARRO will assign highly qualified personnel to perform the technical aspects of the work at the appropriate position/salary classification commensurate with the complexity of the Project Scope of Work.

Invoices will be submitted showing labor (individual name and/or initials, position classification, task, hours worked, labor rate and itemized expenses, but not backup documentation. If requested by Borough, a computerized cost report, with additional (but not actual) documentation, will be provided.

14. **RETENSION OF FIELD SAMPLES**

ARRO will retain custody and control of all field samples for one hundred eighty (180) days after submission of its report covering those field samples. Further storage or transfer of samples can be made by written request. If no request is received, samples will be destroyed.

15. **INSURANCE**

ARRO shall procure and maintain the following insurance coverage during the performance of the Services

- a. Workers' Compensation for statutory limits in compliance with the applicable state and federal laws, and Employer's Liability with a limit of One Million Dollars (\$1,000,000).
- b. Commercial General Liability including Products and Completed Operations, Contractual Liability and Broad Form Property and Personal Injury Liability with a combined single limit of One Million Dollars (\$1,000,000) per occurrence and in the aggregate.
- c. Automobile Liability Insurance with a combined single limit of One Million Dollars (\$1,000,000) for bodily injury and property damage with respect to vehicles either owned, non-owned, and leased by ARRO in the performance of Services under the Agreement.
- d. Professional Errors & Omission Insurance with a limit of Two Million Dollars (\$2,000,000) per claim and

in the aggregate.

ARRO shall provide the Borough with an ACCORD Certificate of Insurance or other satisfactory evidence that such insurance has been obtained and that such policies are maintained in force throughout the period in which ARRO provides services to the Borough under this Agreement. The Borough shall be named Additional Insured on the ACCORD Certificate of Insurance.

16. ADDITIONAL INSURANCE POLICIES

Upon the mutual agreement of ARRO and the Borough, ARRO shall procure and maintain one or more policies of insurance in addition to the types of insurance described in this Paragraph 16. Additional premiums and costs incurred by ARRO in connection with obtaining any additional policies of insurance, other than those described in this Paragraph 8, shall be borne solely by the Borough as an additional expense and cost of the services to be provided by ARRO under this Agreement, and the Borough shall reimburse ARRO for such additional insurance expenses upon request by ARRO. ARRO shall, at the Borough's request, provide the Borough with An ACCORD Certificate of Insurance or other satisfactory evidence that such additional insurance has been obtained and that such policies are maintained in force throughout the period in which ARRO provides services to the Borough under this Agreement.

17. DAMAGE TO PROPERTY/STRUCTURES/UTILITIES (Need Legal Review)

In the performance of the proposed work, ARRO shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Borough shall inform ARRO of all known, assumed or suspected subterranean structures or utilities and shall make available any available Borough plans or drawings of the Project work area. ARRO shall consult with the Borough Authority and perform a PA One Call in order to locate buried Utilities. Where topographic or boundary surveys or stakeouts are required to properly mark the property boundary, to locate any structure or buried utility or to establish a baseline ARRO shall contract for such services and invoice the Borough for these additional services on the same payment and invoice terms as set forth in the Agreement.

18. RIGHT OF ENTRY (Need Legal Review)

Unless otherwise agreed, the Borough has furnished to ARRO, as part of this Agreement, a right-of-entry to the Property to allow ARRO to perform planned subsurface borings, explorations or field tests. ARRO will take reasonable precautions to minimize damage to the Property and structures on that Property. Any damage from the planned subsurface borings, explorations or field test that require repairs, shall be additional costs to the Borough to have the repairs performed. If ARRO is required to restore the Property or structures to its former condition, an additional fee will be invoiced to the Borough, and payment will be due as set forth in the Agreement. ARRO will not be responsible for any delays caused by the Borough's failure to provide access to the Property.

19. DELAYS (Need Rewrite, too one party sided)

In the event of delays through no fault of ARRO, the Client shall pay all costs which have been reasonably incurred by ARRO in suspending the services including all costs incurred in reactivating the services. This is in addition to compensation for services performed and costs incurred prior to suspension.

ARRO's time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay. The party which experiences a Force Majeure event shall notify the other party within a reasonable time after becoming aware of any such delay. Both parties agree to exercise commercially reasonable efforts to resume performance of their respective obligations promptly and otherwise to mitigate the potential impact of any such delay.

Costs and schedule commitments shall be subject to renegotiating for unreasonable delays caused by the Borough's failure to provide specified facilities or information. ARRO shall not be responsible for delays or losses to Borough due to unpredictable occurrences, such as fires, floods, wind, storms, lightning strikes, sink

holes, strikes, accidents, riots, unavailability of labor or materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any government agency. Work stoppage or interruption caused by any of the above may result in additional costs (reflecting a change in scope) beyond that outlined in the Agreement for performance of the work, entitling ARRO to an adjustment to the cost and schedule.

20. WARRANTY AND REMEDY

ARRO warrants that it shall exert the degree of care and skill in the performance of its services normally exercised by similar professionals under similar circumstances. This warranty is in lieu of and excludes all other warranties whether express or implied, by operation of law or otherwise, including any warranty of fitness for particular purpose.

21. ARRO LIABILITY *(Need Legal Review)*

ARRO's liability to the Client for losses, injuries, damages or expenses arising from ARRO's services under this Agreement and which are covered by ARRO's liability insurances shall be ~~limited to the then remaining limits of ARRO's applicable liability insurance coverage(s).~~ For any other losses, injuries, damages or expenses arising from ARRO's services, Client agrees that ARRO's total aggregate liability therefore shall not exceed the amount of ARRO's service revenue under this Agreement.

5430 Change 12/1/17
~~In addition, the Client agrees to extend any and all liability limitations and indemnifications provided by the Client to ARRO to these individuals and entities ARRO retains for performance of the services under this Agreement, including ARRO's subconsultants and their assigns.~~

For purposes of this Agreement the term "liable" and "liability" shall mean liability of any kind that may be found to rest upon ARRO, whether arising from the negligence of ARRO, its subcontractors, agents or employees, breach of warranty, breach of contract, strict or absolute liability and/or any other cause.

22. CONSEQUENTIAL DAMAGES *(Need to rewrite)*

Neither ARRO nor Client shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by ARRO or the Client, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

23. PATENTS~~SEARCHES~~

ARRO will not conduct patent searches in the performances of its services and assumes no responsibility or liability for any patent or copyright infringement arising therefrom. Nothing contained herein shall be construed as a warranty or representation that anything made, used or sold arising out of the services provided for the project will be free from infringement of patents.

24. SUSPENSION OF SERVICES

If payment of ARRO's invoices is not maintained as per the Terms of Payment set forth herein, ARRO may by seven (7) days written notice to the Client suspend further services without liability until the Client has paid in full all amounts due ARRO on account of services rendered and expenses incurred, including interest on past due invoices. Suspension exceeding ninety (90) days shall, at ARRO's option, make this Agreement subject to renegotiation or

termination. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to ARRO both parties.

25. TERMINATION

This Agreement for ARRO's services may be terminated by either party upon thirty (30) days prior written notice to the other party. In the event of termination, ARRO shall be compensated for services performed and expenses incurred up to the date of termination, plus reasonable actual costs incurred by ARRO as a result of a termination by the Client.

A final invoice will be calculated and submitted to the Borough within ten (10) days of the date of termination to be paid as follows: (i) where the method of payment is based on a "lump sum" the final invoice will be based on the percentage of work completed to the effective date of termination; and (ii) where the method of payment is based on time and materials, the final invoice will be based on reimbursement for all services and expenses associated with the Project up to the date of termination. In addition, to the method of payment set forth in this Paragraph 5, an equitable adjustment shall be made to provide for termination settlement costs that ARRO incurs relating to commitments which had become firm before termination, and for a reasonable profit for services performed.

26. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties and their respective successors and assigns. ARRO may employ such independent consultants, associates and subcontractors as it may deem appropriate. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

27. SEVERABILITY AND REFORMATION

Any provision or part thereof of this Agreement held to be void or unenforceable under any law or order of court shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Client and ARRO. In addition, the parties agree that this Agreement shall be reformed to replace such stricken provision(s) or part(s) thereof with a valid and enforceable provision(s) which comes as close as possible to expressing the intention of the stricken provision(s).

28. EMPLOYEE LIABILITY

The Client acknowledges that ARRO is a corporation and agrees that any claim made by the Client arising out of any act or omission of any director, officer or employee of ARRO in the execution or performance of this Agreement, shall be made against ARRO and not against such director, officer or employee.

29. DEFEND, IDEMNIFY AND HOLD HARMLESS (Need Legal Revision)

Borough further agrees to indemnify, defend and hold ARRO harmless for any loss, cost of damage actually sustained and incurred by ARRO as a result of the negligent, willful or intentional acts, or errors or omissions of the Borough, its employees, agents, officers, principals or any other representative, except to the extent that such loss, cost or damage is caused by ARRO's willful or intentional acts or omissions in performing services under this Agreement.

ARRO agrees to indemnify, defend and hold Borough harmless for any loss, cost of damage actually sustained and incurred by Borough as a result of the negligent, willful or intentional acts, or errors or omissions of ARRO, its employees, agents, officers, principals or any other representative, except to the extent that such loss, cost or damage is caused by Borough's willful or intentional acts or omissions in performing services under this Agreement.

30. FORCE MAJEURE

Client and ARRO agree that there shall be no liability on the part of either party for any failure or delay in the performance of any obligations hereunder resulting from any cause beyond their reasonable control, including, but not limited to: acts of God; acts or omissions of civil or military authority; acts or omissions of contractors or suppliers; fires; floods; epidemics; quarantine restrictions; severe weather; strikes; embargoes; wars; political strife; riots; delays in transportation; compliance with any regulations or directives of any national, state, local, or municipal governments or any department thereof; fuel, power, materials or labor shortages.

31. ENTIRE AGREEMENT (Combine with Item 32)

This Agreement, upon its acceptance by the Client, shall constitute the entire and integrated understanding between the parties and supersedes all prior and contemporaneous negotiations and agreements, whether oral or written, with respect to the subject matter herein. This Agreement may be amended only by a written instrument signed by both parties.

32. ENTIRETY OF AGREEMENT (Combine with Item 31)

Except as otherwise set forth herein, it is hereby understood and agreed that the expressed terms of this Agreement constitute the entire agreement between ARRO and the Borough and supersedes all other agreements, representations, or understandings between ARRO and the Borough whether oral or written. No provision of this Agreement may be waived, assigned in whole or in part, amended or modified in any manner, without the prior written approval of ARRO. In the event that any purchase order, requisition, or other notice of authorization to proceed in accordance with this Agreement contains any provision, term or condition which is in addition to or inconsistent with any of the provisions, terms or conditions of this Agreement, the terms of this Agreement shall prevail and such inconsistent terms and provisions shall not be deemed accepted by reason of ARRO's commencement of services pursuant to any such purchase order, requisition or other notice of authorization to proceed. The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or parts were omitted. Unless otherwise stated in this Agreement, words which have well-known technical, or engineering industry meanings are used in this Agreement in accordance with such recognized meanings. This Agreement may be amended only by a written instrument signed by both parties.

33. ASBESTOS OR HAZARDOUS OR TOXIC MATERIALS

ARRO's scope of services does not include any services related to asbestos or hazardous or toxic materials. ARRO shall have no responsibility under this Agreement to determine the existence, location, quantity, type or composition of any hazardous or toxic materials that may exist at the site. In the event ARRO or any other party encounters asbestos or hazardous or toxic materials at the site, or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of ARRO's services, ARRO may, at its option and without liability for consequential or other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the site is in full compliance with applicable laws and regulations.

34. ~~PHASE I & PHASE II ENVIRONMENTAL SERVICES (Delete this Section in its Entirety, not part of Contract Services)~~

~~In consideration of the substantial risks to ARRO in performing Phase I and Phase II environmental assessment services, the Client agrees, to the maximum extent permitted by law, to indemnify and hold harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of~~

defense, arising out of or resulting from the performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

a. ~~REGULATED CONTAMINANTS~~

The Phase II environmental assessment is being conducted solely to permit ARRO to render a professional opinion on the likelihood of regulated contaminants being present on, in, or beneath the site identified in the Agreement at the time the services are rendered. Client acknowledges and understands that the findings derived from a Phase II environmental assessment are limited and that ARRO cannot know or state as an absolute fact that the site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if ARRO believes, in its professional opinion, that reportable quantities of regulated contaminants are not present at the site, Client still bears the risk that such contaminants may be present or may migrate to the site after the study is completed. Client's acceptance

of this Agreement shall evidence that Client understands the risks associated with the Phase II environmental assessment and, in consideration of ARRO agreeing to provide these services, Client agrees, to the maximum extent permitted by law, to waive any claim against ARRO and agrees to defend, indemnify, and hold ARRO harmless from any damage, claim, liability, or cost, including reasonable attorneys' fees and costs of defense, for injury or loss which may arise out of or result from any alleged contamination or existence of hazardous material discovered at the site or performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

b. ~~SAMPLING BYPRODUCTS~~

All substances on, in, or beneath the Client's site identified in the Agreement, or obtained from the site as samples or as byproducts of the sampling process are, and shall remain, the Client's property. Any samples or byproducts of the sampling process that are, or are assumed to be regulated contaminants, or in ARRO's opinion, may be affected by a regulated contaminant, will be packaged in accordance with applicable law and these materials will be promptly turned over to the Client and the Client will be responsible for legal disposal of them. ARRO shall not have any responsibility under this Agreement to arrange for disposal, or dispose, of materials that are, or are suspected to be, affected by regulated contaminants. Client shall sign all manifests for the disposal of regulated contaminants or suspected regulated contaminants. ARRO will not, under any circumstances, be considered a generator, transporter, or disposer of the materials affected by regulated contaminants. Because involvement with the Client's contaminated samples can expose ARRO to considerable risks, Client agrees, to the maximum extent permitted by law, to waive any claim against ARRO and agrees to defend, indemnify, and hold ARRO harmless from any damage, claim, liability, or cost, including reasonable attorneys' fees and costs of defense, for injury or loss which may arise out of or result from ARRO containing, labeling, transporting, testing, temporarily storing, and other handling of the Client's contaminated samples or performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

c. ~~CROSS CONTAMINATION~~

Sampling may result in unavoidable cross contamination of subsurface areas, such as when a probe or boring penetrates through a contaminated area into an aquifer, underground stream, or other

~~hydrous body not previously contaminated. Client acknowledges and understands that ARRO cannot, despite exercising due care, completely eliminate this risk. Because sampling is an essential element of the Phase II environmental services covered by this Agreement and can expose ARRO to considerable risks, Client agrees, to the maximum extent permitted by law, to waive any claim against ARRO and agrees to defend, indemnify, and hold ARRO harmless from any damage, claim, liability, or cost, including reasonable attorneys' fees and costs of defense, for injury or loss which may arise out of or result from any cross-contamination allegedly caused by sampling or performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release, or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.~~

35. THIRD PARTY BENEFICIARY

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or ARRO. ARRO's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against ARRO because of this Agreement or the performance or nonperformance of services hereunder. ~~The Client~~ Both parties agree to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

36. USE OF BOROUGH NAME/ PROJECT DESCRIPTION

Borough agrees that ARRO has authority to use its name as a Borough and a general description of the Project, work or service performed under this Agreement as a reference for other prospective Clients.

37. DISPUTE RESOLUTION

(What method of Dispute Resolution does the Borough desire? Arbitration, Mediation or Civil Trial?)

38. GOVERNING LAW (Combine with Item 39)

The laws of the Commonwealth of Pennsylvania shall govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the Courts of Common Pleas of Pennsylvania having jurisdiction.

39. GOVERNING LAW (Combine with Item 38.)

The parties agree that all claims, counterclaims, disputes and other matters in question between the parties hereto arising out of the relating to this Agreement shall be governed by and construed and enforced in accordance with the law of the Commonwealth of Pennsylvania regardless of a forum non convenience or conflict of laws in other states. The parties hereto agree that every claim must be submitted to the Lancaster County Alternative Dispute Resolution regardless of the amount in controversy

40. DISPUTE RESOLUTION (Need new Section)


41. NOTICE GIVEN

Any notice given hereunder shall be deemed served when hand delivered in person or by commercial courier or express delivery service to an officer or other duly appointed representative of the party to whom the notice is directed, or if sent by registered, certified, or duly posted by regular mail, to the business address identified in this Agreement



February 2022



Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 Authority 4 PM	2	3	4	5
6	7 Council 7 PM	8	9 Plan. Com. 7 PM	10	11	12
13	14 Public Works 6:30 PM	15 Authority 4 PM	16	17	18	19
20	21  OFFICE CLOSED	22 Building AdHoc 5:30PM	23 ZHB 7 PM	24 Admin / Finance 6:30 PM	25	26
27	28 Civil Service Com. 5:30 PM (as needed) Public Safety 6:30 PM					