

**Mount Joy Borough Council Meeting  
Agenda  
7:00 PM, Monday, June 6, 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 June 6, 2022, Borough Council Meeting Agenda.
6. Public Input Period - Comments of Any Borough Resident or Property Owner. Time limit of three minutes per individual.
7. Appeal of a Disruptive Conduct Letter – 1<sup>st</sup> Violation
8. Wandering PA's Waterways Report – Councilor Eichler
9. Reports
  - a. Mayor
  - b. Police Chief
  - c. Fire Department Mount Joy
  - d. PSH Life Lion LLC.
  - e. North West EMS Report
  - f. EMA
  - g. Main Street Mount Joy
  - h. Library
  - i. Planning/Zoning/Code Officer
  - j. Public Works Department
  - k. Borough Authority Manager
  - l. Assistant Borough Manager/Finance Officer
  - m. Borough Manager
10. Approval of Minutes of the Regular Borough Council Meeting held on May 2, 2022.
11. Building Ad Hoc Committee
  - a. Motion Laid Upon the Table - On a **MOTION** by Castaldi, and a seconded by Roering, a request was made to act on the recommendation of the Building Ad Hoc Committee, engage with the Architect and move forward at Grandview.
12. Administration and Finance Committee
  - a. Consider a motion to adopt Video Conferencing Policy.

**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  
Fax (717) 653-6680 • [Borough@mountjoypa.org](mailto:Borough@mountjoypa.org) • [www.mountjoyborough.com](http://www.mountjoyborough.com)**

- b. Consider a motion to authorize the Borough Manager to sign agreement with the Lancaster County Conservation District.
  - c. Consider a motion to adopt Resolution 2022-10, a resolution authorizing the Council President and Borough Secretary to execute all documents and agreements regarding DCNR, C2P2 grant application in the amount of \$75,000. This resolution rescinds Resolution 2022-03 regarding the same subject.
  - d. Consider a motion to name Commonwealth Code inspection Services as interim Codes & Zoning Officer from June 6, 2022, through July 11, 2022.
  - e. Consider a motion to authorize the Borough Manager/Secretary to submit an application for Lancaster County ARPA Monies for planning and construction of new municipal facility.
  - f. Consider a motion to authorize the Borough Manager to enter into a multi-year agreement with a natural gas vendor.
13. Public Safety Committee
- a. Review of proposed Ordinance # 02-2022, Animal Control Ordinance.
  - b. Review Pinkerton Road Traffic Study and take appropriate action as desired.
  - c. Consider a motion for a noise ordinance exemption for National Night Out event presented by Voyage Mount Joy on August 2, 2022 from 6:00 pm until 8:00 pm.
  - d. Motion Laid Upon the Table - On a **MOTION** by Castaldi, and a seconded by Eichler, a request was made to agree in principle to notify the Northwest Emergency Services Authority Committee of Mount Joy Borough's intent to join said Authority.
  - e. Consider a motion to authorize the signing of the Police Collective Bargaining Agreement retroactive to January 1, 2022 through December 21, 2025.
14. Public Works Committee
- a. Consider a motion to approve Mount Joy Chamber of Commerce request for "Music in the Park" on the dates listed in the email from Kerry Myers, Chamber Executive Director dated April 21, 2022.
  - b. Consider a motion to approve request from Chris Hawbaker per email dated April 19, 2022, to utilize the pavilion Memorial Park for the band "Testify" preferably on July 24, 2022.
  - c. Permit Mark Harman of ARRO Consulting to discuss/answer questions about Melhorn retention basin. (Consider a motion directing staff to meet with Melhorn Trucking.)
  - d. Discussion reference Borough Park at parking lot installation, no stormwater facilities necessary due to impervious credit from tennis court removal.
  - e. Discussion on ARRO Terms & Conditions
  - f. Chiques Creek Watershed Alliance – 2022 Watershed Expo – Acknowledge receipt of flier.
15. Public Input Period - Comments of Any Borough Resident or Property Owner. Time limit of three minutes per individual.
16. Any other matter proper to come before Council.
17. Authorization to pay bills.
18. Meetings and dates of importance, see the white calendar.
19. Executive Session.
20. Adjourn

The next regular Borough Council meeting is scheduled for 7:00 PM, on Monday, July 11, 2022.

# Police Activity Statistics

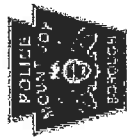
## 2022

	Citation Charges	Criminal Charges	Incidents	Total Incidents YTD	Total Incidents Prev YTD
Jan	18	19	566	566	589
Feb	19	35	503	1,069	1,118
Mar	46	32	585	1,654	1,792
Apr	35	19	686	2,340	2,555
May					3,296
June					4,034
July					4,804
Aug					5,526
Sept					6,221
Oct					6,933
Nov					7,495
Dec					8,018
<b>TOTAL</b>					

## New Detective Cases-April 2022

	2014	2015	2016	2017	2018	2019	2020	2021	2022
January	0	6	6	7	5	3	4	2	2
February	8	12	6	9	5	3	7	2	0
March	6	11	6	8	7	7	6	2	8
April	4	5	8	6	6	4	6	3	5
May	1	13	2	3	14	5	7	2	
June	3	10	2	7	3	10	5	5	
July	5	8	3	20	12	4	9	4	
August	4	10	12	7	3	3	6	5	
September	1	6	4	6	4	3	7	5	
October	11	6	13	7	6	6	9	5	
November	7	4	10	7	4	10	1	6	
December	12	6	10	9	4	3	5	2	

Active Cases	5
Cases at District Attorney's Office	8
Inactive Cases	1



## MOUNT JOY POLICE DEPARTMENT

Calls for Service

April 2022

Code	Call for Service	Totals
0450	AGGRAVATED ASSAULT ON LEO	1
0619	THEFT ALL OTHERS	5
1130	FRAUD ALL OTHERS	4
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	9
2111	DUI-ALCOHOL/UNDER INFL	4
2310	PUBLIC INTOXICATION / DRUNKENNESS	1
2450	NOISE COMPLAINT	10
2485	ALARM ALL OTHERS	2
2619	PFA/ICC VIOLATION	2
2640	MUN ORD VIOLATIONS	1
2654	DISTURBANCE	6
2657	HARASSMENT	8
2660	TRESPASSING	1
2671	OTHER CRIMINAL INVESTIGATION	1
4014	OPEN DOORS/WINDOWS GENERAL POLICE	2
4018	STREET LIGHTS-OUT/REPAIRS	5
4021	SUSPICIOUS ACTIVITY	17
4052	ALARM BURGLARY OR HOLDUP NON RESIDENCE	14
4100	ALARMS (FIRE ALARMS)	1
4102	ALARM - CARBON MONOXIDE ALARM	1

4510	UNATTENDED DEATHS	2
5004	FOUND ARTICLES	4
5008	LOST ARTICLES	1
5010	MISSING PERSON	1
5510	ANIMAL COMPLAINTS ALL	15
6008	REPORTABLE MV CRASH NO INJURIES	6
6015	REPORTABLE MV CRASH HIT & RUN	4
6016	NON REPORTABLE MV CRASH	3
6303	TRAFFIC OFFENSE ALL OTHER	6
6305	SELECTIVE ENFORCEMENT TRAFFIC	4
6308	TRAFFIC MV COMPLAINT	1
6310	TRAFFIC ENFORCE / STOP	79
6335	TRAFFIC HAZARD	6
6336	DISABLED MV	3
6510	PARKING ENFORCEMENT	1
6511	PARKING VIOLATION COMPLAINT	13
6602	ABANDONED IMPOUND/TOWAWAY	1
6608	ESCORTS	1
7002	BUILDING CHECK	74
7003	PROPERTY CHECK / AREA CHECK	1
7008	MEDICAL ASSISTANCE	52
7014	OTH PUB SERVWELFARE CHK	8
7015	ASSIST CITIZEN	19
7025	EMOTIONALLY DISTURBED PERSON (EDP)	7
7502	ASSISTING-FIRE DEPT	1
7504	ASSISTING-OTHER POLICE DP	29
7506	ASSISTING-OTHER AGENCIES	2
7522	ASSISTING OTHER OFFICER	4
8010	WARRANTS-LOCAL	9

8110	WARRANTS-OTHER AGENCIES	1
8252	WARRANT ATTEMPT TO SERVE	2
9002	ADMINISTRATIVE DUTIES	5
9005	M.V. PURSUITS	1
9008	COURT	25
9020	POLICE INFORMATION	37
9021	TRAINING	4
9025	FIELD CONTACT INFORMATION	13
9028	FINGERPRINT	3
9029	CIVIL MATTER	5
9030	SPECIAL DETAIL ASSIGNMENT	5
9034	REPOSSESSION	2
9052	PFA INFORMATION	3
911	911 HANG UP / CHK WELFARE	2
9112	FOOT PATROL	20
9115	FOLLOW UP	74
9137	EVIDENCE DUTIES	4
9192	VEHICLE MAINTENANCE	11
9989	CALL BY PHONE	2
9999	NON-CAT DATA	8

**Grand Total**

**686**

# 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 4/1/2022

to Ending Issue Date 4/30/2022

Charge	Total
1301 A - DR UNREGIST VEH	1
4107 B2 - OPER/PERM OP W/UNSAFE EQMT/	1
4703 A - OPERAT VEH W/O VALID INSPECT	2
1301 - 1301 A - Dr Unregist Veh	1
1543 - 1543 A - Driv While Oper Priv Susp Or Revoked	4
3111 - 3111 A - Obedience to Traffic-Control Devices	3
3309 - 3309 1 - Disregard Traffic Lane (Single)	1
3316 - 3316 A - Prohibiting text-based communications	2
3323 - 3323 B - Duties At Stop Sign	1
3324 - 3324 - Not Yield At Rdwy	1
3362 - -	3
3367 - 3367 B - Illegal Racing	1
3714 - 3714 A - Careless Driving	3
3745 - 3745 A - Acci Dam To Unattended Veh Or Propert	1
3809 - 3809 A - Restrictions on Alcoholic Beverages	1
4703 - 4703 A - Operat Veh W/O Valid Inspect	5
3111 A - OBEDIENCE TO TRAFFIC-CONTROL DEVICES	2
3309 1 - DISREGARD TRAFFIC LANE (SINGLE)	1
3361 - DRIVING @ (UN)SAF SPEED	1
<b>Total:</b>	<b>35</b>



# 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 4/1/2022

to Ending Issue Date 4/30/2022

Charge Type: ARREST

Charge	Total
2701 A1 - SIMPLE ASSAULT - ATTEMPT	1
2702 A3 - AGGRAVATED ASSAULT	1
2706 A1 - TERRORISTIC THREATS W/ INT TO TERRORIZE ANOTHER	1
2709 A1 - HARASSMENT/STRIKE, SHOVE, KICK, ETC.	3
3714 A - CARELESS DRIVING	1
3802 A1 - DRIVING UNDER THE INFLUENCE -GENERAL IMPAIRMENT	3
3802 B - DRIVING UNDER THE INFLUENCE-ALC - .10% TO .16%	1
3802 C - DRIVING UNDER THE INFLUENCE-ALC - .16% OR HIGHER	2
3921 A - THEFT BY UNLAW TAKING-MOVABLE PROP	1
4914 A - FALSE IDENTIFICATION TO LAW ENFORCEMENT	1
5104 - RESIST ARREST/OTHER LAW ENFORCE	1
<b>Total:</b>	<b>16</b>

**Charge Type: COMPLAINT**

Charge	Total
2709 A1 - HARASSMENT/STRIKE, SHOVE, KICK, ETC.	1
2709 A3 - HARASSMENT/REPEATEDLY ALARM, ANNOY	1
92.17 - ANIMALS - DEFILING OR DEFECATING ON PROPERTY, REMOVAL OF FECES	1
<b>Total:</b>	<b>3</b>

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## **FDMJ Monthly Incident Report Summary**

**April 2022**

Responded to **38 alarms** for the month of April 2022 – **180 total alarms** for year as of 4/30/22

Time in service for month: **21 hours and 10 minutes**

Average manpower per incident: **10 members per call for month - (6a-4p 17 calls/6.5 members per call) – response time – 4 min & 41 sec and arrival time - 10 min & 14 sec. (w/FP calls)**

Total Man-hours: **216 hours & 13 minutes**

**Calls by Municipality First Due: 21** first due alarms – **17** mutual aid alarms – **2** FP only calls

- Mount Joy Borough - 7
- Rapho Township - 11
- Mount Joy Township - 0
- East Donegal Township - 3

### **Apparatus used**

- Engine 75-1 -16
- Engine 75-2 - 8
- Truck 75 - 13
- Squad 75-1 - 2
- Traffic 75 – 3
- POV – 5 (fire police)
- Duty Chief Vehicle - 16
- Duty Officer Vehicle – 6

**Property pre-incident value:** \$ 323,800.00

**Property fire loss:** \$ 12,500.00

**Property post incident saved:** \$ 311,300.00

2022 FDMJ responds to a call every 16 hours & 0 min

**Total Training hours of** 38 members trained for 483 hours & 20 min

**Fire Prevention Details** – None

**Community Service Details for the month** – FDMJ participated in 1 funeral detail, 1 fire police detail assisting with 5k race, assisted with CTC fire cadet training and 1 duty crew.

**Notable First Due Calls:** - first due

- 4/22 – Dwelling fire - RT – Weeping Willow Lane - \$12,500.00 fire loss

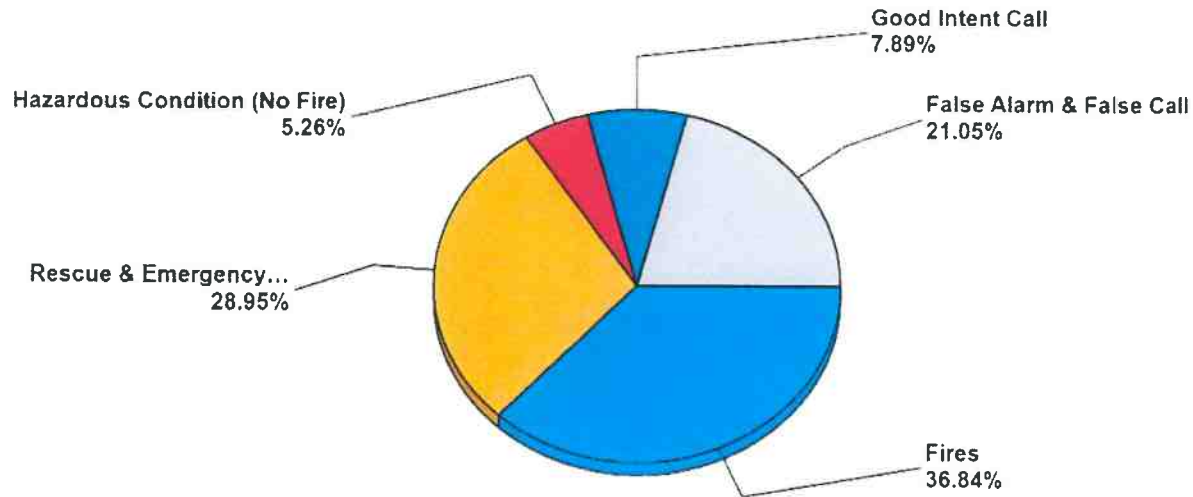
# Fire Department Mount Joy

Mount Joy, PA

This report was generated on 5/7/2022 11:56:52 AM

## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 04/01/2022 | End Date: 04/30/2022



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	14	36.84%
Rescue & Emergency Medical Service	11	28.95%
Hazardous Condition (No Fire)	2	5.26%
Good Intent Call	3	7.89%
False Alarm & False Call	8	21.05%
TOTAL	38	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 5/7/2022 11:56:11 AM

## Incident Statistics

Zone(s): All Zones | Start Date: 04/01/2022 | End Date: 04/30/2022

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		11	
FIRE		27	
TOTAL		38	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
TOTAL			
PRE-INCIDENT VALUE		LOSSES	
\$323,800.00		\$12,500.00	
CO CHECKS			
424 - Carbon monoxide incident		1	
TOTAL		1	
MUTUAL AID			
Aid Type		Total	
Aid Given		17	
Aid Received		4	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
6		15.79	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station 75	0:07:30	0:11:01	
AVERAGE FOR ALL CALLS		0:10:14	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station 75	0:03:26	0:05:16	
AVERAGE FOR ALL CALLS		0:04:41	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Fire Department Mount Joy		33:44	

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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### Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	11	28.95%
141 - Forest, woods or wildland fire	1	2.63%
142 - Brush or brush-and-grass mixture fire	1	2.63%
160 - Special outside fire, other	1	2.63%
311 - Medical assist, assist EMS crew	2	5.26%
322 - Motor vehicle accident with injuries	6	15.79%
324 - Motor vehicle accident with no injuries.	2	5.26%
353 - Removal of victim(s) from stalled elevator	1	2.63%
424 - Carbon monoxide incident	1	2.63%
440 - Electrical wiring/equipment problem, other	1	2.63%
622 - No incident found on arrival at dispatch address	2	5.26%
632 - Prescribed fire	1	2.63%
740 - Unintentional transmission of alarm, other	2	5.26%
743 - Smoke detector activation, no fire - unintentional	3	7.89%
744 - Detector activation, no fire - unintentional	2	5.26%
745 - Alarm system activation, no fire - unintentional	1	2.63%
<b>TOTAL INCIDENTS:</b>	<b>38</b>	<b>100%</b>

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



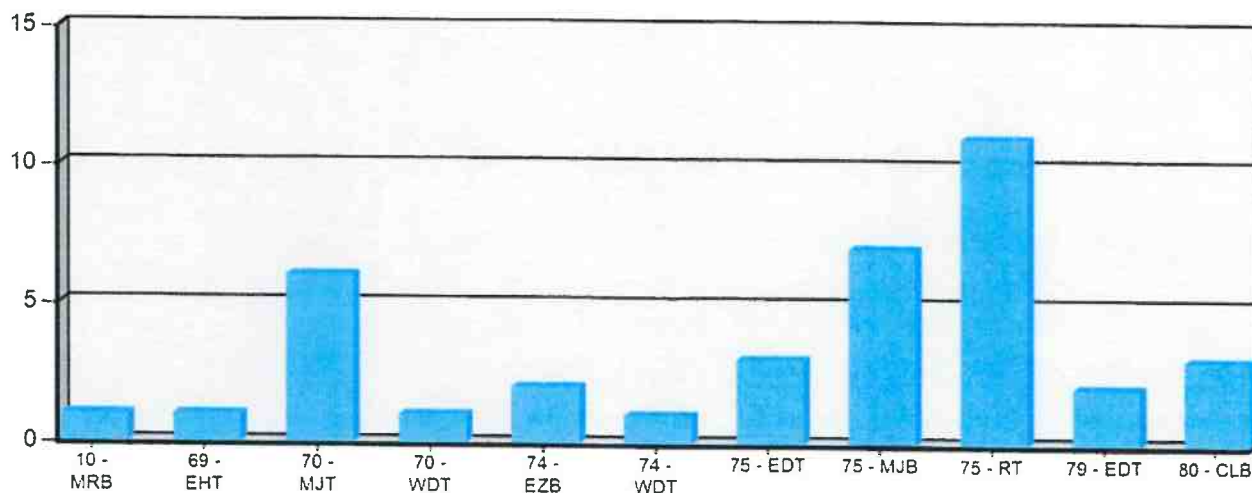
# Fire Department Mount Joy

Mount Joy, PA

This report was generated on 5/7/2022 11:55:30 AM

## Incident Count per Zone for Date Range

Start Date: 04/01/2022 | End Date: 04/30/2022



ZONE	# INCIDENTS
10 - MRB - 10 Marietta Borough	1
69 - EHT - 69 East Hempfield Township	1
70 - MJT - 70 Mount Joy Township	6
70 - WDT - 70 West Donegal Township	1
74 - EZB - 74 Elizabethtown Borough	2
74 - WDT - 74 West Donegal Township	1
75 - EDT - 75 East Donegal Township	3
75 - MJB - 75 Mount Joy Borough	7
75 - RT - 75 Rapho Township	11
79 - EDT - 79 East Donegal Township	2
80 - CLB - 80 Columbia Borough	3
TOTAL:	38

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

This report was generated on 5/7/2022 12:03:02 PM

## Incident Count with Man-Hours per Zone for Date Range

Incident Type(s): All Incident Types | Start Date: 04/01/2022 | End Date: 04/30/2022

ZONE	INCIDENT COUNT	MAN-HOURS
10 - MRB - 10 Marietta Borough	1	12:16
69 - EHT - 69 East Hempfield Township	1	2:04
70 - MJT - 70 Mount Joy Township	6	6:02
70 - WDT - 70 West Donegal Township	1	2:60
74 - EZB - 74 Elizabethtown Borough	2	6:14
74 - WDT - 74 West Donegal Township	1	51:07
75 - EDT - 75 East Donegal Township	3	10:19
75 - MJB - 75 Mount Joy Borough	7	31:12
75 - RT - 75 Rapho Township	11	25:49
79 - EDT - 79 East Donegal Township	2	37:08
80 - CLB - 80 Columbia Borough	3	31:03
<b>TOTAL</b>	<b>38</b>	<b>216:13</b>

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.





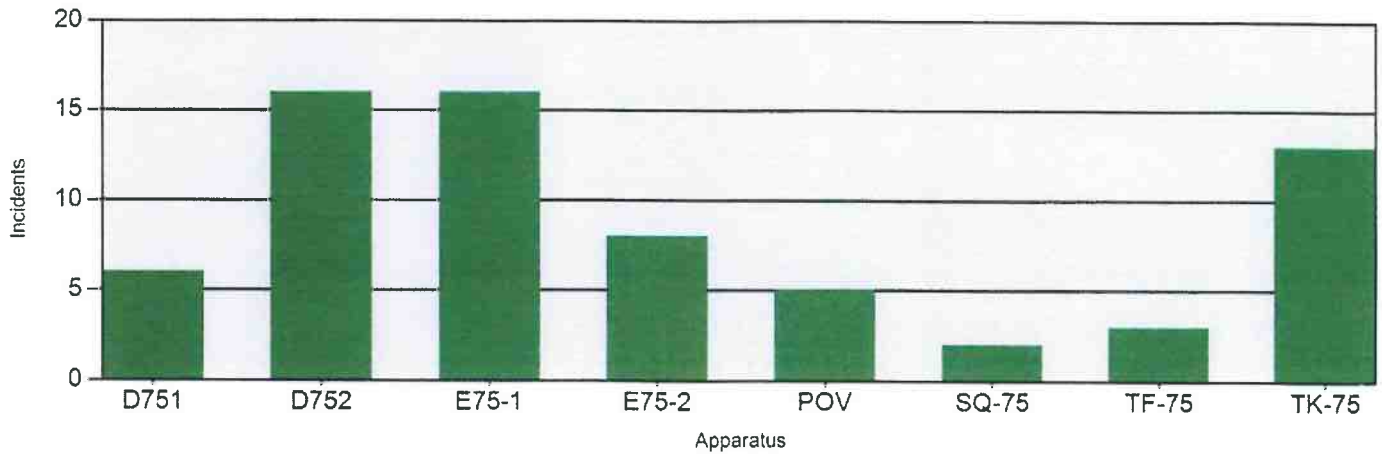
# Fire Department Mount Joy

Mount Joy, PA

This report was generated on 5/7/2022 12:02:24 PM

## Incident Count per Apparatus for Date Range

Start Date: 04/01/2022 | End Date: 04/30/2022



APPARATUS	# of INCIDENTS
D751	6
D752	16
E75-1	16
E75-2	8
POV	5
SQ-75	2
TF-75	3
TK-75	13

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



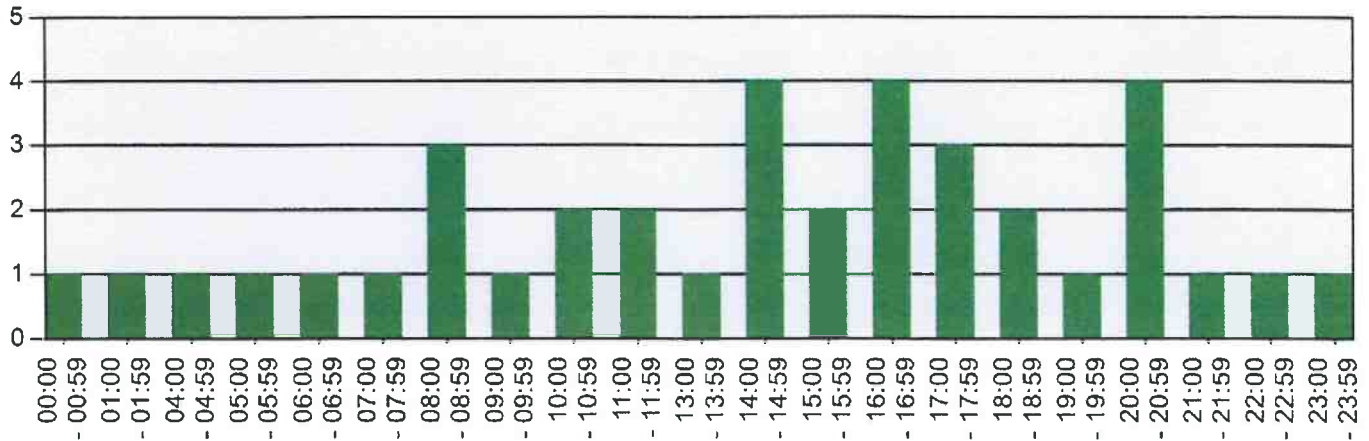
# Fire Department Mount Joy

Mount Joy, PA

This report was generated on 5/7/2022 12:04:22 PM

## Incidents by Hour for Date Range

Start Date: 04/01/2022 | End Date: 04/30/2022



Hour	# of CALLS
00:00 - 00:59	1
01:00 - 01:59	1
04:00 - 04:59	1
05:00 - 05:59	1
06:00 - 06:59	1
07:00 - 07:59	1
08:00 - 08:59	3
09:00 - 09:59	1
10:00 - 10:59	2
11:00 - 11:59	2
13:00 - 13:59	1
14:00 - 14:59	4
15:00 - 15:59	2
16:00 - 16:59	4
17:00 - 17:59	3
18:00 - 18:59	2
19:00 - 19:59	1
20:00 - 20:59	4
21:00 - 21:59	1
22:00 - 22:59	1
23:00 - 23:59	1

Only REVIEWED incidents included



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Doc Id: 19

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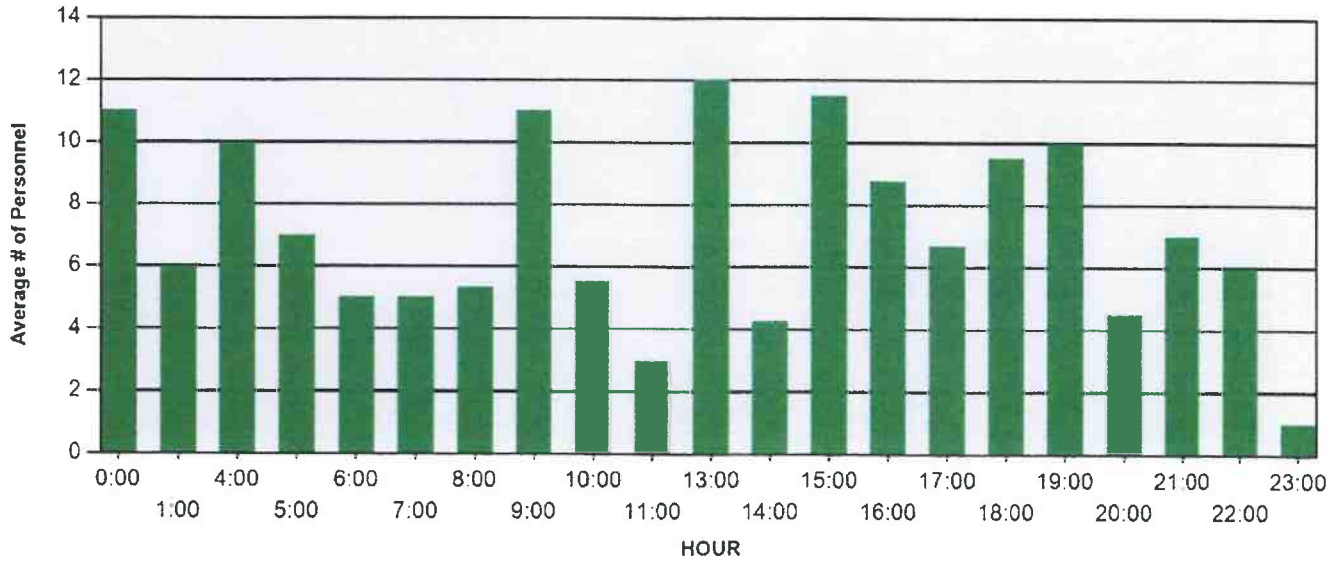
# Fire Department Mount Joy

Mount Joy, PA

This report was generated on 5/7/2022 12:04:50 PM

## Average Number of Responding Personnel per Hour for Date Range

Start Date: 04/01/2022 | End Date: 04/30/2022



Hour	Avg. # Personnel
00:00 - 00:59	11.00
01:00 - 01:59	6.00
04:00 - 04:59	10.00
05:00 - 05:59	7.00
06:00 - 06:59	5.00
07:00 - 07:59	5.00
08:00 - 08:59	5.33
09:00 - 09:59	11.00
10:00 - 10:59	5.50
11:00 - 11:59	3.00
13:00 - 13:59	12.00
14:00 - 14:59	4.25
15:00 - 15:59	11.50
16:00 - 16:59	8.75
17:00 - 17:59	6.67
18:00 - 18:59	9.50
19:00 - 19:59	10.00
20:00 - 20:59	4.50
21:00 - 21:59	7.00
22:00 - 22:59	6.00
23:00 - 23:59	1.00

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.



## Fire Department Mount Joy

Mount Joy, PA

This report was generated on 5/7/2022 12:03:48 PM

### Losses for Date Range

Start Date: 04/01/2022 | End Date: 04/30/2022

TOTAL INCIDENTS	TOTAL PROPERTY LOSS	TOTAL CONTENT LOSS	TOTAL LOSSES	AVERAGE LOSS
1	\$2,500.00	\$10,000.00	\$12,500.00	\$12,500.00

INCIDENT NUMBER	DATE	Incident Type	PROPERTY LOSS	CONTENT LOSS	TOTAL	% of Total
2022-170	04/22/2022	111 - Building fire	\$2,500.00	\$10,000.00	\$12,500.00	100.00%

Only REVIEWED incidents included

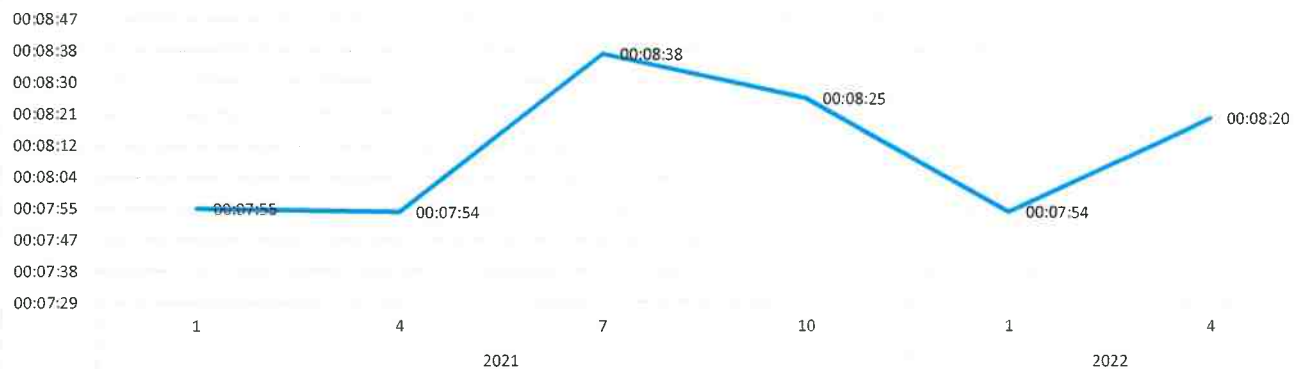


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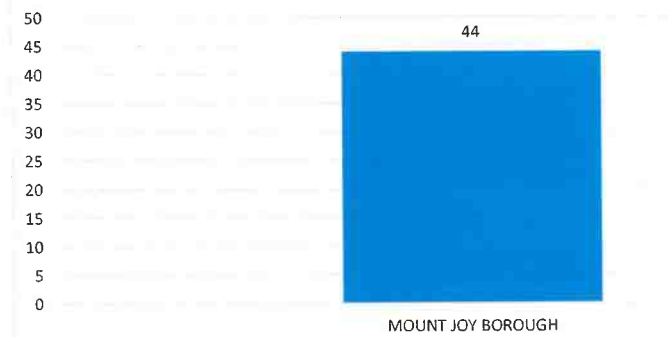
Penn State Health Life Lion  
April 2021 - April 2022

Response Time (Dispatch to OnScene)

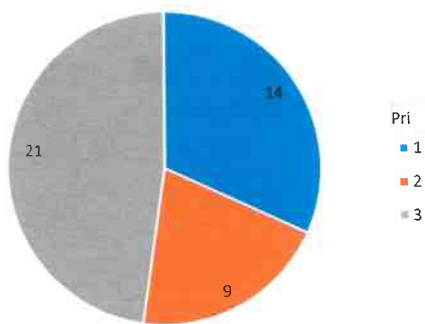


Penn State Health Life Lion  
April 2022

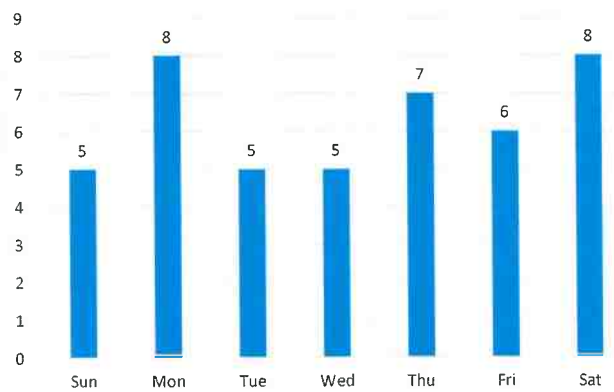
Total Calls by Municipality



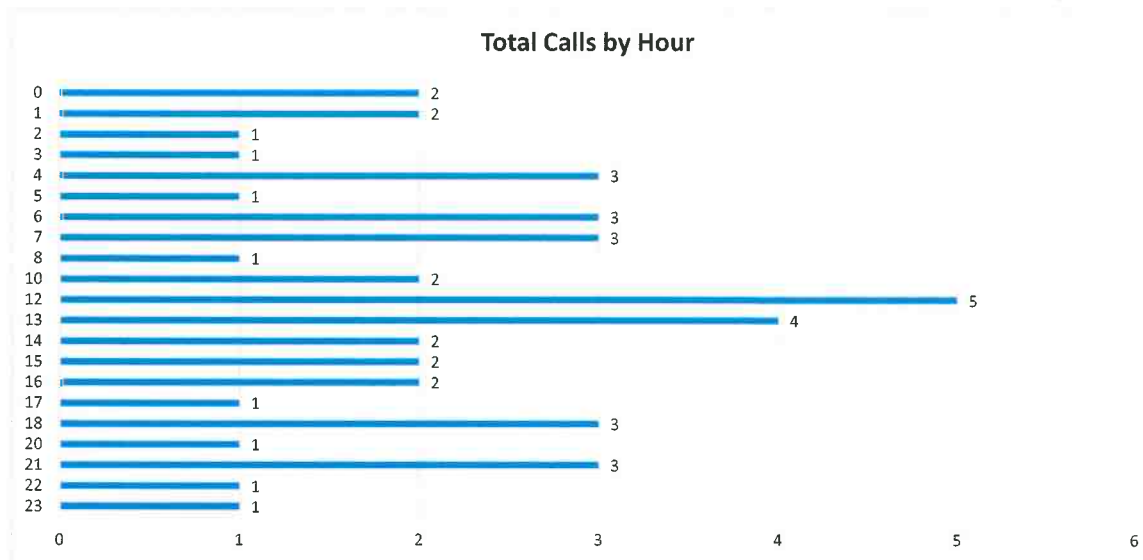
Total Calls by Priority



Total Calls by Day of the Week



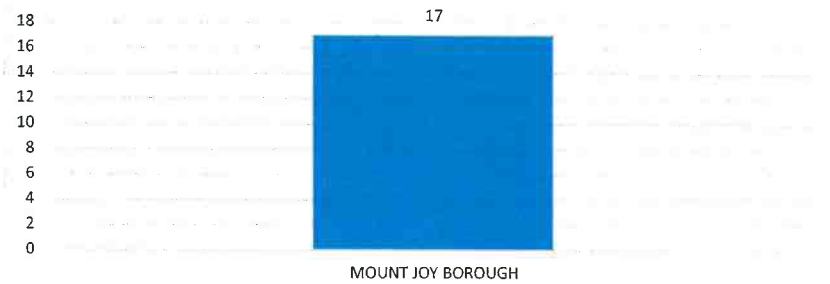
Penn State Health Life Lion  
April 2022



Penn State Health Life Lion  
Covered Incidents  
April 2022

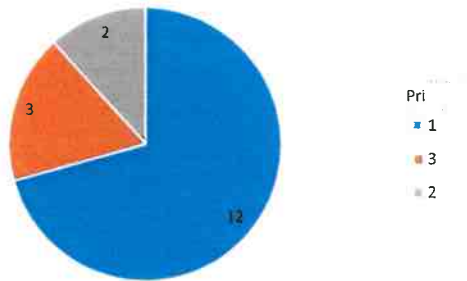
Completed Year   Completed Month

Total Calls by Municipality



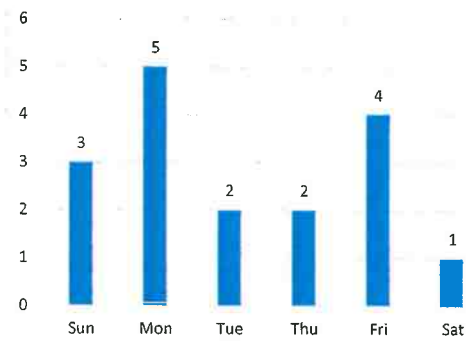
Completed Year   Completed Month

Total Calls by Pri



Completed Year   Completed Month

Total Calls by Day of the Week

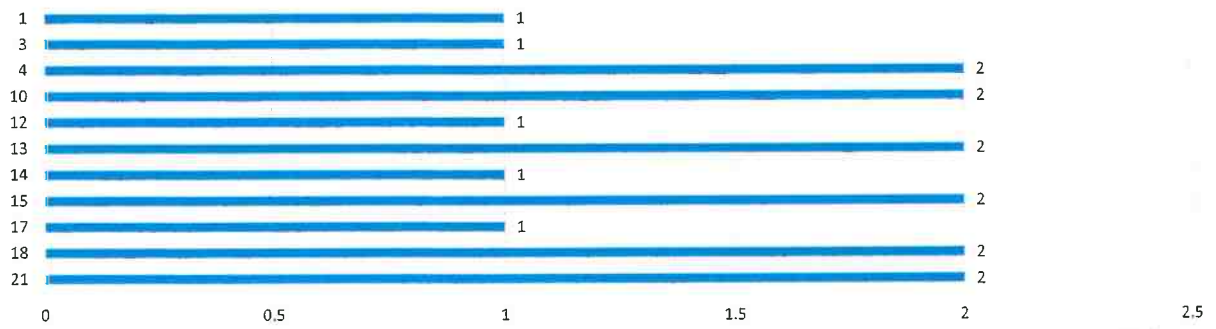




# Penn State Health Life Lion Covered Incidents April 2022

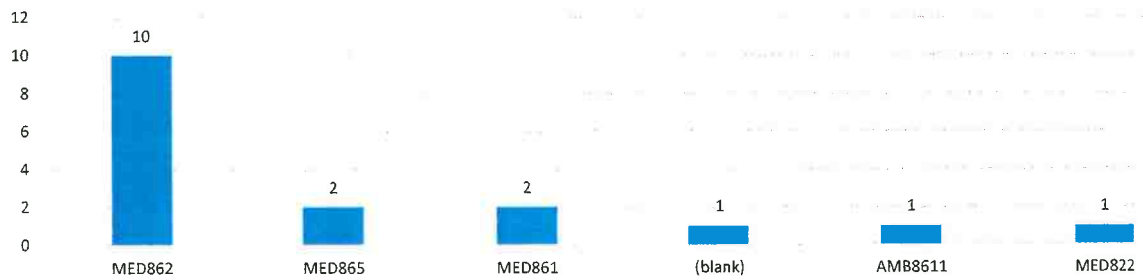
Completed Year   Completed Month

## Total Calls by Hour



Completed Year   Completed Month

## Total Calls by First Unit Dispatched



### Mount Joy Missed Calls April 2022

04/01/2022 @ 12:03 Class 1 Sick person 86-2

77-3 04/01/2022 @ 11:14 Class 1 Breathing problem West Hempfield Township

04/03/2022 @ 17:44 Class 1 Difficulty breathing 86-2

77-3 04/03/2022 @ 17:28 Class 2 Psychiatric Columbia Borough

04/04/2022 @ 08:50 Class 2 Fall 82-2

77-3 04/04/2022 @ 07:53 Class 1 Sick person Columbia Borough

04/05/2022 @ 13:52 Class 3 Sick person 86-2

77-3 04/05/2022 @ 12:34 Class 2 Fall Mountville Borough

04/07/2022 @ 09:02 Class 1 Abdominal pain 86-1

77-3 04/07/2022 @ 08:35 Class 1 Difficulty breathing Columbia Borough

04/10/2022 @ 00:02 Class1 Overdose 86-2

77-32 04/09/2022 @ 23:18 Class 1 Chest pain Mount Joy Borough

04/11/2022 @ 15:50 Class 3 Diabetic 86-2

77-3 04/11/2022 @ 14:42 Class 1 Unconscious person Rapho Township

04/12/2022 @ 10:50 Class 1 Unconscious person 86-2

77-3 04/12/2022 @ 09:15 Class 1 Unconscious person East Donegal Township

04/17/2022 @ 14:14 Class 1 Sick person 86-2

77-3 04/17/2022 @ 13:43 Vehicle accident with Entrapment Mount Joy Borough

04/22/2022 @ 13:34 Class 1 Breathing problem 86-2

77-3 04/22/2022 @ 13:22 Class 1 Fall West Hempfield Township

04/22/2022 @ 16:58 Class 1 Chest pain 86-2

77-3 04/22/2022 @ 15:17 Class 3 Dwelling fire Rapho township

04/22/2022 @ 19:49 Class 3 Abdominal pain 86-11

77-32 04/22/2022 @ 18:48 Class 3 Abdominal pain Mount Joy Township

04/25/2022 @ 03:13 Class 1 Chest pain 86-2

77-32 04/25/2022 @ 02:57 Class 3 Psychiatric problem Columbia Borough

04/25/2022 @ 12:00 Class 2 Psychiatric problem 86-5

77-3 04/25/2022 @ 11:24 Class 2 Vehicle accident East Hempfield Township

04/25/2022 @ 19:52 Class 1 Overdose 86-5

77-32 04/25/2022 @ 18:24 Class 3 Sick person Columbia Borough

04/28/2022 @ 02:06 Class 1 Difficulty breathing 86-1

77-32 04/28/2022 @ 01:50 Class 3 Psychiatric problem Columbia Borough

04/30/2022 @ 02:35 Class 1 Unconscious person 86-2

77-32 04/30/2022 @ 01:46 Class 2 Sick person Mount Joy Borough

Mount Joy Unit Responding to another Agencies Municipality – April-12

East Donegal Township

77-3 04/20/2022 @ 09:27 Class 1 Breathing problem/ Canceled after 5 minutes of response

77-3 04/26/2022 @ 20:29 Class 2 Hemorrhage

Elizabethtown Borough

77-32 04/12/2022 @ 21:21 Class 2 Hemorrhage

77-32 04/15/2022 @ 02:33 Class 3 Fall

Mount Joy Township

77-3 04/06/2022 @ 08:58 Class 1 Diabetic

77-31 04/11/2022 @ 18:44 Class 2 Psychiatric problem

77-3 04/12/2022 @ 12:47 Class 2 laceration

77-3 04/23/2022 @ 16:26 Class 1 Vehicle accident with entrapment

Rapho Township

77-32 04/23/2022 @ 19:55 Class 3 Vehicle accident

West Donegal Township

77-32 04/09/2022 @ 05:18 Class 1 Breathing problem

77-3 04/14/2022 @ 06:33 Class 3 Sick person/Canceled after 5 minutes of response

77-3 04/24/2022 @ 08:17 Class 1 Unconscious person/Canceled after 8 minutes of response

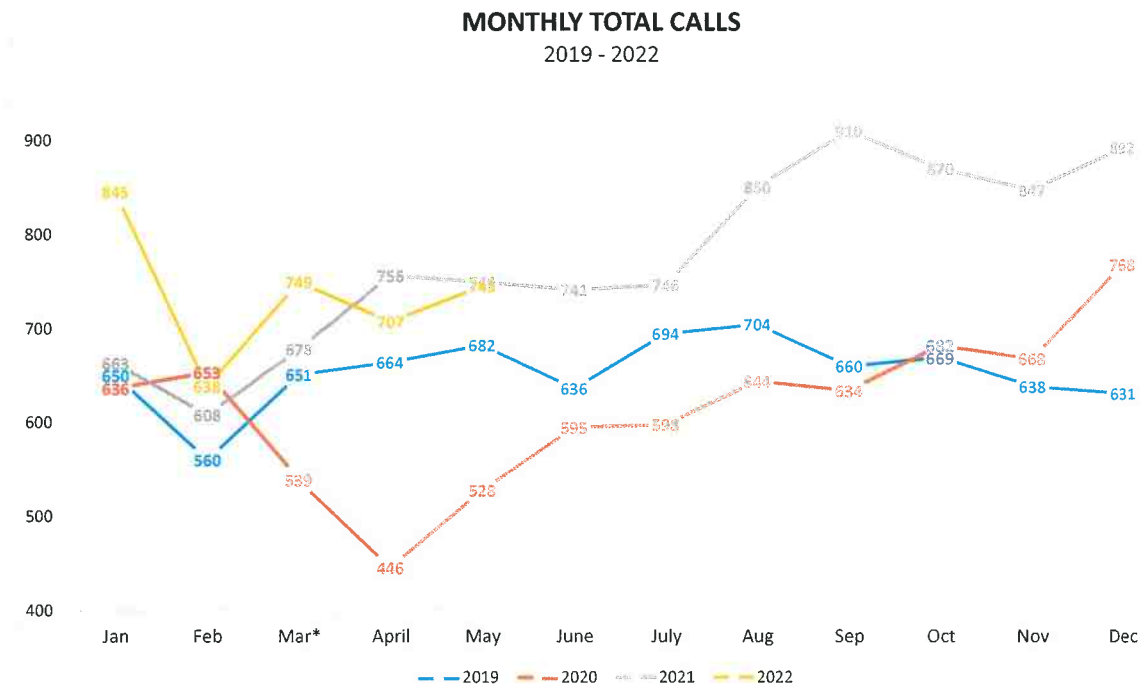
77-3 04/25/2022 @ 10:52 Class 2 Fall

77-3 04/26/2022 @ 18:38 Class 1 Stroke

77-32 04/20/2022 @ 21:21 Class 3 sick person

Call Volume Comparison  
January 2019 - May 2022

9e



Agency Incident Reports 2019 - 2022

	Jan	Feb	Mar*	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total
2019	650	560	651	664	682	636	694	704	660	669	638	631	7,839
2020	636	653	539	446	528	595	598	644	634	682	668	768	7,391
2021	663	608	678	756	749	741	746	850	910	870	847	892	9,310
2022	845	638	749	707	745								3,684
2019/2020	-2.15%	16.61%	-17.20%	-32.83%	-22.58%	-6.45%	-13.83%	-8.52%	-3.94%	1.94%	4.70%	21.71%	
2020/2021	4.25%	-6.89%	25.79%	69.51%	41.86%	24.54%	24.75%	31.99%	43.53%	27.57%	26.80%	16.15%	
2021/2022	27.45%	4.93%	10.47%	-6.48%	-0.53%								

\*March 13, 2020 = National Emergency declared

**Northwest EMS Inc.**  
**Agency Incident Report**  
**Mount Joy Borough**

**JANUARY**

IncidentNo	IncidentType	TypeCode	Pri	Location	Origination	Disposition	Receiving Facility	Unit Covered	Unit Assisted
2201000193	SICK PERSON-CLASS 1	3261	1	216 E DONEGAL ST	01/01/2022 03:58:59	cancelled			
2201001048	BREATHING PROBLEM-CLASS 1	3061	1	927 W MAIN ST	01/02/2022 02:43:15	cancelled			
2201001295	SICK PERSON-CLASS 3	3263	3	556 W MAIN ST	01/02/2022 11:40:05	transport	lgh	77	
2201004671	BREATHING PROBLEM-CLASS 1	3061	1	201 LEFEVER RD	01/05/2022 14:02:25	transport	hmc	77	
2201005725	FALL-INJURED-CLASS 2	3172	2	61 E MAIN ST	01/06/2022 12:33:17	transport	lgh	77	
2201006519	CARDIAC ARREST-CLASS 1	3091	1	509 MARTIN AVE	01/07/2022 05:50:45	doa			77
2201007510	CONVULSION-SEIZURE-CLASS 1	3121	1	4 HARVESTVIEW SOUTH	01/07/2022 22:59:16	transport	lgh	77	
2201008550	DIABETIC-CLASS 1	3131	1	320 SASSAFRAS TER	01/09/2022 01:02:41	cancelled			
2201008714	HEART PROBLEM-CLASS 1	3191	1	804 ELLA DR	01/09/2022 08:09:21	recalled			
2201009081	FALL-INJURED-CLASS 3	3173	3	212 PARK AVE	01/09/2022 17:15:43	transport	lgh	77	
2201010481	BREATHING PROBLEM-CLASS 1	3061	1	951 WOOD ST	01/11/2022 02:04:42	transport	lgh	77	
2201011914	SICK PERSON-CLASS 1	3261	1	201 LEFEVER RD	01/12/2022 11:13:32	recalled			
2201013084	HEART PROBLEM-CLASS 1	3191	1	201 LEFEVER RD	01/13/2022 11:47:28	transport	hmc	77	
2201013491	CHEST PAINS-CLASS 1	3101	1	783 E MAIN ST	01/13/2022 18:35:14	refusal		77	
2201013571	BREATHING PROBLEM-CLASS 1	3061	1	970 W MAIN ST	01/13/2022 20:09:57	recalled			
2201013980	SICK PERSON-CLASS 1	3261	1	201 MOUNT JOY ST	01/14/2022 09:45:16	transport	lgh	77	
2201014592	BREATHING PROBLEM-CLASS 1	3061	1	330 E MAIN ST	01/14/2022 18:33:46	recalled			
2201018322	BREATHING PROBLEM-CLASS 1	3061	1	229 FARMVIEW LN	01/18/2022 13:22:01	transport	lgh	77	
2201018369	SICK PERSON-CLASS 3	3263	3	304 N MARKET AVE	01/18/2022 13:56:24	cancelled			
2201019543	FALL-INJURED-CLASS 1	3171	1	539 STAUFER CT	01/19/2022 14:51:20	transport	lgh	77	
2201020114	STROKE-CVA-CLASS 1	3281	1	320 SASSAFRAS TER	01/20/2022 05:01:09	refusal			77
2201020759	FALL-INJURED-CLASS 3	3173	3	243 PARK AVE	01/20/2022 16:46:26	transport	lgh	77	
2201022037	FALL-INJURED-CLASS 2	3172	2	442 CHARTER LN	01/21/2022 19:30:33	transport	lgh	77	
2201023582	UNCON PERSON-CLASS 1	3311	1	732 W MAIN ST	01/23/2022 12:01:32	cancelled			
2201023893	FALL-INJURED-CLASS 2	3172	2	538 UNION SCHOOL RD	01/23/2022 17:03:50	refusal		77	
2201024567	STROKE-CVA-CLASS 1	3281	1	226 BLOSSOM TRL	01/24/2022 10:49:52	transport	lgh	77	
2201024894	BREATHING PROBLEM-CLASS 1	3061	1	454 W MAIN ST	01/24/2022 15:34:41	transport	hmc	77	
2201025090	STROKE-CVA-CLASS 1	3281	1	227 S MARKET ST	01/24/2022 18:19:51	transport	lgh	77	
2201025819	CARDIAC ARREST-CLASS 3	3093	3	206 SAGE CT	01/25/2022 13:35:01	doa		77	
2201030133	STROKE-CVA-CLASS 1	3281	1	614 HEARTHSTONE LN	01/29/2022 12:46:41	cancelled			
2201030926	FALL-INJURED-CLASS 1	3171	1	4 HARVESTVIEW SOUTH	01/30/2022 12:26:38	transport	lgh		77
			23	Class 1				18	3
			3	Class 2					
			5	Class 3					
			31	Total dispatches					
			10	cancelled/recalled					
			21	Total cover calls/assists					

**Northwest EMS Inc.**  
**Agency Incident Report**  
**Mount Joy Borough**

**FEBRUARY**

IncidentNo	IncidentType	TypeCode	Pri	Location	Origination	Disposition	Receiving Facility	Unit Covered	Unit Assisted
2202004889	SICK PERSON-CLASS 1	3261	1	1031 W MAIN ST	02/05/2022 17:00:24	refusal		77	
2202005470	SICK PERSON-CLASS 1	3261	1	269 PARK AVE	02/06/2022 11:26:40	recalled			
2202006139	FALL-INJURED-CLASS 2	3172	2	607 HEARTHSTONE LN	02/07/2022 06:15:13	transport	lgh	77	
2202006202	VEHICLE ACCIDENT-CLASS 2	2603	2	BIRCHLAND AVE / FAIRVIEW ST	02/07/2022 07:49:08	refusal			77
2202007771	PSYCHIATRIC-EMOTIONAL-CLASS 3	3253	3	108 FARMINGTON WAY	02/08/2022 13:27:43	transport	lgh	77	
2202007793	ABDOMINAL PAIN-SICK-CLASS 1	3011	1	922 CHURCH ST	02/08/2022 13:40:55	transport	lgh	77	
2202008409	SICK PERSON-CLASS 1	3261	1	720 W MAIN ST	02/09/2022 03:06:37	transport	lgh	77	
2202008939	SICK PERSON-CLASS 2	3262	2	1001 CORNERSTONE DR	02/09/2022 13:46:09	transport	lgh	77	
2202009936	CHEST PAINS-CLASS 1	3101	1	201 LEFEVER RD	02/10/2022 11:30:01	transport	hmc	77	
2202010001	HEART PROBLEM-CLASS 1	3191	1	1031 W MAIN ST	02/10/2022 12:21:16	recalled			
2202013282	BREATHING PROBLEM-CLASS 1	3061	1	226 GRANDVIEW CIR	02/13/2022 14:37:07	recalled			
2202013872	DIABETIC-CLASS 3	3133	3	201 LEFEVER RD	02/14/2022 09:40:31	transport	lgh	77	
2202014089	CHEST PAINS-CLASS 1	3101	1	21 E MAIN ST	02/14/2022 12:49:47	transport	lgh		77
2202015414	SICK PERSON-CLASS 1	3261	1	201 LEFEVER RD	02/15/2022 15:44:22	transport	hmc	77	
2202015728	SICK PERSON-CLASS 3	3263	3	102 COLUMBIA AVE	02/15/2022 21:21:24	transport	hmc	77	
2202015933	CHEST PAINS-CLASS 1	3101	1	554 CREEKSIDE LN	02/16/2022 06:13:43	transport	lgh	77	
2202016602	TRAUMATIC-INJURED-CLASS 2	3302	2	803 DONEGAL SPRINGS RD	02/16/2022 18:16:10	refusal		77	
2202016654	BREATHING PROBLEM-CLASS 1	3061	1	610 E MAIN ST	02/16/2022 19:11:25	refusal		77	
2202019641	CHEST PAINS-CLASS 1	3101	1	915 WOOD ST	02/19/2022 09:41:10	transport	lgh	77	
2202021345	FALL-INJURED-CLASS 1	3171	1	607 HEARTHSTONE LN	02/21/2022 01:41:38	recalled			
2202021368	STROKE-CVA-CLASS 1	3281	1	420 SUNSET AVE	02/21/2022 02:52:55	recalled			
2202021375	FALL-INJURED-CLASS 1	3171	1	222 WATERS EDGE DR	02/21/2022 03:09:10	refusal		77	
2202025740	CHEST PAINS-CLASS 1	3101	1	274 W MAIN ST	02/24/2022 19:02:27	cancelled			
2202029061	CONVULSION-SEIZURE-CLASS 1	3121	1	308 MERCHANT AVE	02/28/2022 04:18:45	transport	lgh		77
2202029568	SICK PERSON-CLASS 1	3261	1	614 HEARTHSTONE LN	02/28/2022 14:09:57	transport	lgh	77	

18	Class 1	16	3
4	Class 2		
3	Class 3		
25	Total dispatches		
6	cancelled/recalled		
19	Total cover calls/assists		

**Northwest EMS Inc.**  
**Agency Incident Report**  
**Mount Joy Borough**

**MARCH**

IncidentNo	IncidentType	TypeCode	Pri	Location	Origination	Disposition	Receiving Facility	Unit Covered	Unit Assisted
2203000480	FALL-INJURED-CLASS 3	3173	3	789 E MAIN ST	03/01/2022 12:36:09	transport	lgh	77	
2203001924	STROKE-CVA-CLASS 1	3281	1	645 FLORIN AVE	03/02/2022 17:01:59	recalled			
2203003666	CHEST PAINS-CLASS 1	3101	1	62 W MAIN ST	03/04/2022 08:32:44	recalled			
2203006041	FALL-INJURED-CLASS 1	3171	1	426 COLUMBIA AVE	03/06/2022 10:08:17	transport	lgh	77	
2203006110	BREATHING PROBLEM-CLASS 1	3061	1	9 PENN COURT DR	03/06/2022 11:21:15	transport	lgh		77
2203006157	UNCON PERSON-CLASS 1	3311	1	789 E MAIN ST	03/06/2022 12:06:07	transport	lgh	77	
2203009753	OVERDOSE-POISONING-CLASS 1	3231	1	237 MARIETTA AVE	03/09/2022 19:41:11	transport	lgh	77	
2203012832	UNCON PERSON-CLASS 1	3311	1	102 N MARKET ST	03/12/2022 13:32:19	transport	lgh	77	
2203012995	HEART PROBLEM-CLASS 1	3191	1	461 S PLUM ST	03/12/2022 15:37:10	transport	lgh		77
2203013069	CARDIAC ARREST-CLASS 1	3091	1	747 BRUCE AVE	03/12/2022 17:00:01	cancelled			
2203013738	HEART PROBLEM-CLASS 1	3191	1	315 BIRCHLAND AVE	03/13/2022 10:39:32	cancelled			
2203013867	SICK PERSON-CLASS 1	3261	1	607 HEARTHSTONE LN	03/13/2022 12:59:14	cancelled			
2203014676	HEMORRHAGE-CLASS 1	3211	1	614 HEARTHSTONE LN	03/14/2022 11:12:43	cancelled			
2203016551	DIABETIC-CLASS 3	3133	3	233 FARMVIEW LN	03/15/2022 20:01:23	refusal		77	
2203016575	FALL-INJURED-CLASS 1	3171	1	607 HEARTHSTONE LN	03/15/2022 20:22:14	transport	lgh	77	
2203017249	MEDICAL ALARM-CLASS 3	3909	3	39 PENN COURT DR	03/16/2022 12:13:57	cancelled		77	
2203017979	BREATHING PROBLEM-CLASS 1	3061	1	320 SASSAFRAS TER	03/16/2022 22:36:10	transport	hmc		77
2203018687	PSYCHIATRIC-EMOTIONAL-CLASS 3	3253	3	15 MOUNT JOY ST	03/17/2022 14:56:41	transport	hmc		
2203018755	HEART PROBLEM-CLASS 1	3191	1	1001 CORNERSTONE DR	03/17/2022 15:38:44	transport	lgh		77
2203019175	SICK PERSON-CLASS 3	3263	3	359 SASSAFRAS TER	03/17/2022 22:22:28	recalled			
2203020112	SICK PERSON-CLASS 1	3261	1	274 W MAIN ST	03/18/2022 17:15:05	transport	lgh	77	
2203023074	CHEST PAINS-CLASS 1	3101	1	553 W MAIN ST	03/21/2022 12:45:19	transport	lititz	77	
2203027223	UNCON PERSON-CLASS 1	3311	1	146 N HIGH ST	03/25/2022 06:51:23	recalled			
2203027965	VEHICLE ACCIDENT-CLASS 2	2603	2	ROUTE 230 / MARIETTA AVE	03/25/2022 16:53:28	recalled			
2203029521	UNCON PERSON-CLASS 1	3311	1	15 MOUNT JOY ST	03/27/2022 10:34:57	cancelled			
2203030659	HEART PROBLEM-CLASS 1	3191	1	1031 W MAIN ST	03/28/2022 13:54:15	transport	lgh		77
2203032133	CHEST PAINS-CLASS 1	3101	1	100 S JACOB ST	03/29/2022 19:16:42	transport	lgh		77
2203032406	CONVULSION-SEIZURE-CLASS 1	3121	1	57 E MAIN ST	03/30/2022 04:24:09	transport	lititz		77
2203033554	CHEST PAINS-CLASS 1	3101	1	205 LEFEVER RD	03/31/2022 07:13:54	transport	lititz	77	

23	Class 1		11	7
1	Class 2			
5	Class 3			
29	Total dispatches			
5	cancelled/recalled			
24	Total cover calls/assists			



**Northwest EMS Inc.**  
**Agency Incident Report**  
**Mount Joy Borough**

APRIL										
IncidentNo	IncidentType	TypeCode	Pri	Location	Origination	Disposition	Receiving Facility	Unit Covered	Unit Assisted	Assisting Unit
2204000433	SICK PERSON-CLASS 1	3261	1	607 HEARTHSTONE LN	04/01/2022 12:02:00	transport	lgh	77		
2204001081	SICK PERSON-CLASS 1	3261	1	222 BLOSSOM TRL	04/01/2022 22:16:42	cx				
2204002680	STROKE-CVA-CLASS 1	3281	1	426 COLUMBIA AVE	04/03/2022 12:26:43	refusal			77	
2204002958	BREATHING PROBLEM-CLASS 1	3061	1	3 HARVESTVIEW SOUTH	04/03/2022 17:44:59	refusal		77		
2204003802	ALLERGIC REACTION-CLASS 1	3021	1	721 HILL ST	04/04/2022 13:48:33	transport	hmc		77	
2204004371	HEART PROBLEM-CLASS 1	3191	1	925 WOOD ST	04/04/2022 23:57:22	cx				
2204005008	SICK PERSON-CLASS 3	3263	3	274 W MAIN ST	04/05/2022 13:49:19	transport	lgh	77		
2204007077	ABDOMINAL PAIN-SICK-CLASS 1	3011	1	3 PENN COURT DR	04/07/2022 09:00:57	transport	lgh	77		
2204009977	CHEST PAINS-CLASS 1	3101	1	408 S PLUM ST	04/09/2022 23:17:02	transport	lgh		77	
2204010012	OVERDOSE-POISONING-CLASS 1	3231	1	301 MANHEIM ST	04/10/2022 00:01:07	transport	lgh	77		
2204011681	DIABETIC-CLASS 3	3133	3	201 LEFEVER RD	04/11/2022 15:49:27	transport	lgh	77		
2204012560	UNCON PERSON-CLASS 1	3311	1	413 W MAIN ST	04/12/2022 10:49:05	transport	lgh	77		
2204018574	SICK PERSON-CLASS 1	3261	1	538 BENT OAK DR	04/17/2022 14:12:20	transport	hmc	77		
2204018965	BREATHING PROBLEM-CLASS 1	3061	1	526 BENT OAK DR	04/18/2022 05:34:07	transport	lgh		77	
2204019038	VEHICLE ACCIDENT-CLASS 1	2601	1	703 E MAIN ST	04/18/2022 08:13:00	cx				
2204024043	BREATHING PROBLEM-CLASS 1	3061	1	365 N BARBARA ST	04/22/2022 13:31:32	transport	lgh	77		
2204024329	CHEST PAINS-CLASS 1	3101	1	607 HEARTHSTONE LN	04/22/2022 16:55:18	transport	lgh	77		
2204024512	ABDOMINAL PAIN-SICK-CLASS 3	3013	3	607 HEARTHSTONE LN	04/22/2022 19:32:53	transport	lgh	77		
2204026935	CHEST PAINS-CLASS 1	3101	1	270 MERCHANT AVE	04/25/2022 03:12:11	transport	lgh	77		
2204027319	PSYCHIATRIC-EMOTIONAL-CLASS 2	3252	2	15 MOUNT JOY ST	04/25/2022 11:58:48	transport	lgh	77		
2204027856	OVERDOSE-POISONING-CLASS 1	3231	1	205 N BARBARA ST	04/25/2022 19:49:14	transport	lgh	77		
2204030513	BREATHING PROBLEM-CLASS 1	3061	1	65 E MAIN ST	04/28/2022 02:06:07	transport	hmc	77		
2204032933	UNCON PERSON-CLASS 1	3311	1	411 HARVESTVIEW NORTH	04/30/2022 02:33:52	transport	lgh	77		

19 Class 1  
1 Class 2  
3 Class 3  


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23 Total dispatches  
3 cancelled/recalled  


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20 Total cover calls/assists

MAY										
IncidentNo	IncidentType	TypeCode	Pri	Location	Origination	Disposition	Receiving Facility	Unit Covered	Unit Assisted	Assisting Unit
2205000875	UNCON PERSON-CLASS 1	3311	1	125 CHARLAN BLVD	05/01/2022 22:39:55	cx		77		
2205001635	FALL-INJURED-CLASS 3	3173	3	446 S PLUM ST	05/02/2022 15:35:36	no pt		77		
2205001955	UNKNOWN EMS-PERSON DOWN-CLASS 1	3321	1	109 LAKESIDE XING	05/02/2022 19:35:37	recalled				
2205002126	CHEST PAINS-CLASS 1	3101	1	364 CHOCOLATE AVE	05/02/2022 22:54:11	transport	hmc	77		
2205002686	ABDOMINAL PAIN-SICK-CLASS 3	3013	3	40 HARVESTVIEW SOUTH	05/03/2022 13:11:22	transport	lgh	77		
2205002750	FALL-INJURED-CLASS 2	3172	2	106 BAYBERRY DR	05/03/2022 14:02:58	transport	lgh	77		
2205005532	BACK PAIN-SICK-CLASS 1	3051	1	419 COLUMBIA AVE	05/05/2022 20:03:27	recalled				
2205005786	BREATHING PROBLEM-CLASS 1	3061	1	201 MOUNT JOY ST	05/06/2022 01:14:52	cx				
2205008451	ABDOMINAL PAIN-SICK-CLASS 3	3013	3	11 WALNUT ST	05/08/2022 18:22:08	transport	hmc	77		
2205008460	SICK PERSON-CLASS 3	3263	3	951 WOOD ST	05/08/2022 18:26:58	transport	lgh	77		
2205009940	STROKE-CVA-CLASS 1	3281	1	420 SUNSET AVE	05/10/2022 00:18:24	cx				
2205012926	BREATHING PROBLEM-CLASS 1	3061	1	131 CHERRY ALY	05/12/2022 13:44:42	transport	lgh	77		
2205018741	CHEST PAINS-CLASS 1	3101	1	202 SAGE CT	05/17/2022 14:11:48	transport	lgh			
2205021946	UNCON PERSON-CLASS 1	3311	1	208 WATERS EDGE DR	05/20/2022 05:33:31	cx				
2205022247	FALL-INJURED-CLASS 1	3171	1	5 E DONEGAL ST	05/20/2022 11:33:23	refusal		77		
2205024158	UNCON PERSON-CLASS 1	3311	1	977 W MAIN ST	05/21/2022 21:40:28	cx				
2205025664	CHEST PAINS-CLASS 1	3101	1	1210 E MAIN ST	05/23/2022 09:56:41	transport	hmc		77	
2205025723	SICK PERSON-CLASS 3	3263	3	441 W MAIN ST	05/23/2022 10:34:44	cx				
2205028546	PSYCHIATRIC-EMOTIONAL-CLASS 2	3252	2	201 LEFEVER RD	05/25/2022 15:26:18	no pt		77		
2205028580	SICK PERSON-CLASS 3	3263	3	131 CHERRY ALY	05/25/2022 15:49:49	transport	lgh	77		
2205031947	HEART PROBLEM-CLASS 1	3191	1	29 W DONEGAL ST	05/28/2022 13:20:24	recalled				
2205032372	CONVULSION-SEIZURE-CLASS 1	3121	1	17 COLUMBIA AVE	05/28/2022 20:40:27	transport	lgh		77	
2205035052	UNCON PERSON-CLASS 1	3311	1	607 HEARTHSTONE LN	05/31/2022 09:53:39	transport	lgh	77		

15 Class 1  
2 Class 2  
6 Class 3  


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23 Total dispatches  
9 cancelled/recalled  


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14 Total cover calls/assists

Total dispatches for Jan - May 2022: 108  
Total covers/assists for Jan - May 2022: 84



## MOUNT JOY BOROUGH COUNCIL REPORT FOR MAY 2022 ACTIVITIES

- Planning for June Craft / Art / Maker show (June 11)
- Planning for Car Show (July 23)
- Installed the new downtown flower planters. These are resin-based with water retentive properties, which will hold water between rain events and require less watering over the summer. Worked with local flower planter specialist for flower selections and design. \$10,000 investment. These flower planters require much less maintenance. Moved locations to corners to avoid parking issues on Main Street.
- Finished development of new interactive Downtown Map. QR codes will be distributed to businesses, hotels, motels, B&Bs and event venues for people to scan and see what's available downtown. We are able to add event spaces and details to the map. Will be looking to add sales / business events / live music as provided. Map shows available public parking downtown. Map is mobile-friendly and can easily be inserted into websites.
- Met with business about using outside space to fullest potential. Discussed new concept and implementation of concept through the summer.
- Worked with business on process of converting paper files / documents to electronic / scanned documents. Discussed equipment needed, structure and process to implement project. Discussed pros & cons to project and potential problems to avoid.
- Met with second business purchasing their property downtown. Discussed long-range plans on using property and potential changes to benefit their business.
- Assisted Olde Square Inn with their bike giveaway celebrating this year's completion of their Breakfast With A Cop program.
- Assisted with community Memorial Weekend service at War Memorial Park.

## **2022 Sponsorship Update**

### Chocolate Walk

- Major Sponsor: Denny Brandt, Berkshire Real Estate
- Major Sponsor: T-Mobile

### Craft Show

- Major Sponsor: Sheetz Funeral Home

### Car Show

- Major Sponsor: Members 1<sup>st</sup> Federal Credit Union



## MILANOF-SCHOCK LIBRARY

1184 Anderson Ferry Road, Mount Joy, PA 17552

Tel: 717.653.1510 Fax: 717.653.4030

[www.mslibrary.org](http://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

**May 2022** - Compiled by Joseph McIlhenney, Executive Director  
Contributors: Susan Craine, Kim Beach, Jan Betty & Kirstin Rhoades

April 1-30, 2022 Statistics	2022	2021	2020	2019	2018
TOTAL CIRCULATION	14,492	13,808	**	14,961	15,404
YTD CIRCULATION	56,146	57,906	40,411	59,666	59,887
OVERDRIVE & E-formats	1,292	1,398	5,021	-	-
NEW PATRONS	58	38	**	74	64
YTD NEW PATRONS	241	177	171	283	276
PATRON COUNT	4,966	2,551	**	6,379	6654
YTD PATRON COUNT	18,655	13,396	15,317	24,376	26,599
PASSPORTS	133	86	**	135	128
YTD PASSPORTS	406	340	341	554	602
WIFI USERS	302	277	**	-	-
PC USERS	305	327	**		

\*\*MSL was closed for COVID-19 in April of 2020

ITEMS SOLD IN LOBBY	\$862.34
YTD TOTAL \$	\$3,456.64
TOTAL \$ ADDED DONATIONS	\$436.00
TOTAL \$ DONATIONS as PRIZES	\$144.00
TOTAL	\$1,442.34

### Executive Summary

- Nice weather made it possible for some children's programs to be held outside in April
- MSL hosted the Rotary's Shred Event on April 2 raised \$1,365 in donations for the library.
- MSL celebrated National Volunteers Week in April, we distributed chocolate!
- Certified trainer Courtney Eppler led the Dementia Dialog Series, meeting 3 of 5 times in April.
- Mysterious Petroglyphs of Safe Harbor program on April 18 was well attended – a hopeful sign!

### PROGRAMMING / CLUBS / PROCTORS NUMBERS

ADULT Programs	Programs	Participants	Programs YTD	Participants YTD
In-Library Programs	22			
Club Meetings/Participants				
YOUTH Programs	Programs	Participants	Programs YTD	Participants YTD
In-Library Programs	22			
Virtual Videos	0			0
Virtual Programs	0			0

Volunteer	Month Total	2022 YTD Totals		
Volunteer Hours				

## Joseph

- Attended the **Mount Joy Borough Council meeting** on April 4
- Attended the **Anti-Poverty Working Group Session** called by Mayor Tim Bradley, April 7
- Spoke to the **Manheim Sertoma Club** about donation on April 11. Invited to meeting on Thursday, May 5, 2022.
- Attended Friend's Group Meeting on April 11
- Attended **Mount Joy Chamber of Commerce** lunch, April 13
- Attended **MSL Building Committee** meeting, April 14
- Spoke to **Dr. Weinhold, chiropractor and owner of building next door**, regarding the driveway planned for next to the Friend's sorting shed. He is okay with the idea and the work, April 27

## Community/Service Point (Susan)

- Continued to work on the staff schedule
- Supervision of 2 new staff members. Met with each to ensure they understand policies and procedures. Both are doing well.

## Youth Services (Jan)

- Story time numbers continue to maintain with my highest program attendance of 41 in one session. Plenty of new faces including a grandma with her grandchildren, who are visiting long term and do not speak English.
- Made many, many phone calls to set up summer programs. Turned in my summer stuff to the system for their booklet and am working with Kirstin to prep the send home papers for the schools. Also touched base about appearing on D-TV to do an info-mercial!
- Megan put up some lovely Crickcut eggs in April, so we did an egg hunt for interested kids and families.

## Public Relations/Promotions (Kirstin)

- **CONSTANT CONTACT:**
  - April 2022 Enews: sent to 3,100 contacts, added 30 new contacts; 1,073 opens (36%), 59 clicks (2.1%), 5 unsubscribe
- **SOCIAL MEDIA:**
  - Facebook – Total Page Followers 2,159; **25 New Page Likes; 8,148 reached; 2,489 post engagements; Posted 118 Stories** with 361 opens and 44 engagements; Created 4 Events; **Most popular post – Miss Jan and the book a student wrote about her 1.2K reach with 269 engagements**
  - Instagram – **793 followers** (22 new!)
- **5 PRESS RELEASES** - Distributed via news media, municipalities, and Chamber of Commerce.
- **WEBSITE**
  - 3,462 website entrances; 4,141 users; 7,567 page views
- **YARD SALE**
  - Continued to print small handouts and bookmarks to promote the event.
  - Communicated with 2 food trucks to coordinate arrivals and what they need; promoted on social media

## Volunteers/Programming/Fundraising (Kim)

- **Annual Patron Appeal 2022**
  - Donations still arriving.
  - As of May 1: \$30,741.20
- **Auction 2022**
  - Platinum sponsor has stepped forward! \$1000 donation.
  - "Ask" letter to potential donors will go out in early June.
- **Adult Programs**
  - "Mysterious Petroglyphs of Safe Harbor" program brought in a large crowd. Happy to see adult programs are picking up again.



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

**TO:** Mark Pugliese, Borough Manager

**FROM:** Dennis Nissley, Public Works Director

**DATE:** June 1, 2022

**RE:** Public Works Department Activities for May 2022

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

- Parks – Weed spraying
- Parks – Mowing
- Parks – Weed wacking
- Parks/PW – Mulching at borough properties
- PW – Install foundations for poles for camera installation at Little Chiques Park
- PW – Miscellaneous asphalt patching and pot hole repair
- PW – Street sweeping was conducted the week of May 16. East Petersburg Borough was hired to do this with their sweeper. PW staff was busy all week moving no parking signs and hauling the debris to the landfill.
- PW – Working with volunteers to have stone wall restored at Gateway Park
- PW - Hang banners for Kraybill School and Library. Thanks to Hertzler Electric for donating the use of their bucket truck and an operator.
- Signs – Repair and replacement of missing or damaged signs as needed.
- Compost Site – Grind raw materials
- Compost Site – Deliver mulch and compost to borough residents
- Conducted one interview for the Stormwater, Projects and Grants Coordinator position.
- Was contacted by CH&N Excavating that they are planning to install the PCSM infiltration facility “D” at N. Melhorn Dr and W. Main St. I passed this on to ARRO to insure that all plans were accurate and correct and discussed with them the need to have inspections of any work as it is happening. ARRO is in contact with CH&N to coordinate this.

**Projects:**

- Pinkerton Road project – 24 of 26 properties have committed to having the street contractor install their curbs. Contract has been fully executed. Meeting with contractor June 2, 2022 to discuss overall project and schedule
- N. Angle Street project – 10 of 12 properties have committed to having the street contractor install their curbs. Contract has been fully executed. Meeting with contractor June 2, 2022 to discuss overall project and schedule
- ARLE grant Main Street Pedestrian Signal Upgrade project – Project is underway, the underground work is completed. Installation of Pedestrian Poles is scheduled for week of 5/30. To be followed by overhead work beginning the week of 6/6.

- Manheim Street stormwater project- UGI will need to come back to lower gas lines in order for the final work to be completed on the stormwater system at Old Market Street. UGI gave a lead time of 160-180 days to get the necessary pipe fittings. PennDOT elected to pave over this area which will need to be opened and then repaved after the gas lines are moved and the stormwater piping is completed.
- DEP Act 101, 902 Grant –Mount Joy Borough was awarded \$208,693.00 for the purchase of equipment for the compost site. We are awaiting the grant agreement from DEP in order to move forward with the purchase of this equipment.
- Little Chiques Creek Streambank Restoration Project – Grant applications are being submitted with DCED (Watershed Restoration Grant) and DEP (Growing Greener Grant). For both of these grants we got letters of consent signed by 12 adjoining property owners. This was a good time to meet with the adjoining property owners and explain the benefits of this project. All owners were willing to sign and are very supportive of this project.

#### Meetings:

- Attend Public Works Committee meeting
- Attend Borough Council meeting
- Meet with and respond to property owner questions relating to their requirements for curb and sidewalk installation on upcoming street projects
- Attend Staff meetings
- PW/Parks Supervisors bi-weekly scheduling and planning meeting to discuss ongoing projects and planning for future projects
- Met with representatives from Cresco Labs regarding S. Jacob Street and New Street repairs and revisions
- Participated in Teams meeting with Amtrak representative regarding spotted lantern fly concerns along the railroad property.
- Thanks to the PD officers Shelly and Reed for providing CPR/First Aid/AED training to all Borough staff that needed to update their certification.
- Attended LCPC Places2040 Planning Leadership Awards Celebration at Manheim Twp Library. The Borough's Active Transportation Guidebook project was nominated as a project that demonstrated leadership and effectiveness in meeting the goals of Places2040.

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

From: Joseph Ardini

May 2022 Authority Administrator Report

1. Wood Street watermain replacement:
  - New 8" watermain has been installed from Market Ave to Plum Street.
  - Line passed bacteria sampling and hydrostatic testing.
  - Staff is working on moving services onto the new watermain and paving the street.
2. Staff continues with our residential water meter replacement project.
3. Staff is working on the annual consumer confidence report for 2021.
4. Trout CPA started the audit of the Authority's 2021-22 fiscal year.
5. 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 – ongoing.
  - Elm Tree Phase 5C – review of shop submittals, ARRO provided onsite inspection.
  - Cornerstone Lot W-1 – contractor is supplying submittals for review.
  - Rapho Industrial Park sewerage – project has started with ARRO providing construction observation.
  - 1540 Strickler Road – ARRO and staff have reviewed the plans and provided an initial review letter.



To: Borough Council  
From: Jill Frey – Assistant Borough Manager/Finance Officer  
Date: 5/31/2022

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Included with this report, you will find the following items:

Account Balance Reports – A report of the reserves in our four major operating funds as of **May 31st, 2022.**

Note for 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.

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

Budget Report for May 2022.

I attended the PSAB Conference May 22<sup>nd</sup> – May 25<sup>th</sup>. The exhibitor marketplace consisted of 81 vendors. It was also very interesting and helpful to meet and talk with other people from different areas of the State that work in Municipal Government and deal with similar challenges. I attended various sessions on a variety of subjects, as well as attending the legislative sessions with legislators from the PA House and Senate. It was very informative.

In Stacie's absence I am continuing to maintain a spreadsheet to track inquiries and the progress there of, as well as working with Rob from Commonwealth Code Inspection Service to review the spreadsheet, exchange paperwork, ensure permits are being issued and questions are being answered. The spreadsheet is included with this report.

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

*Jill Frey*

Assistant Borough Manager/Finance Officer





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## MOUNT JOY BOROUGH MEMORANDUM

**TO:** Borough Council & Mayor

**FROM:** Mark G. Pugliese I, Borough Manager

**DATE:** June 3, 2022

**RE:** Manager's Report

1. I have processed eight (8) **Right-To-Know Requests** this month. One has been very time consuming.
2. I have attended the Public Works Committee Meeting, Building Ad Hoc Committee meeting and Chamber of Commerce meetings. I was out of town
3. Reference to the **Ground Ambulance Service Agreement** with PSH Life Lion LLC. I believe all issues are resolve once I am able to prepare a list of events that the Borough wishes PSH Life Lion LLC to having a rig on standby at. This should be complete for you July meeting
4. In reference to **the Police Collective Bargaining Agreement**, as of this memo, there has been agreement on all outstanding issues and it will be before you for a vote at your June Council Meeting.
5. 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. Staff is reviewing drafts.
6. Reference to **BMP 107/Melhorn Basin**, a representative from ARRO will be present at the June Council Meeting to offer explanations and or answer questions. Unfortunately, the project is at a stand still until Council either agrees to move forward utilizing ARRO data or directs staff towards another course of action.
7. Reference to **BMP 125/Borough Basin**. This project should be wrapping up. On 5/31 I contacted ARRO reference to standing water. On 6/1 I met with Mike Bingham, ARRO, at the site. It appears that the contractor was pumping water out of the basin in preparation of planting vegetation. I would note that I had gone out to the site at approximately 6:15 am on 6/1 and there was only standing water in approximately 1/3 of the basin. M. Bingham pointed out that before the vendor is completed, they will need to provide information verifying that there is the .5 inch slope towards the inlet. He further mentioned that once all the sediment controls are removed there shouldn't be standing water.
8. Reference to **Brady's Alley**, survey has been completed and our engineers are drawing up plans for stormwater. Awaiting HOP. Public Works will take on this task as they had with N. Angle Street.
9. Building Ad Hoc Committee – The committee reviewed data provided by the architect for the Police Station at the Florin Station, completing a pole barn structure for Parks, and a remodel of current facilities that would come in just under \$9 million and advised that a new facility for Administration and Police would be approximately 9.3 million. The committee will continue to recommend Grandview as the site for construction.  
The architect further provided a contract for the Borough of approximately \$19,000 should the Borough wish for him to look at further options. Up to this point, all of his work has been for free.
10. **Mount Joy Community Foundation** – No updates
11. **Train Station Deed**. No information on the deed. Paid parking should be completed by the end of August.
12. **AMTRAK Station and spotted lantern fly**. Public Works Director and I had a lengthy video conference with officials from AMTRAK and Terminix that had been driven by a request that I had made in the fall due to the spotted lantern fly. In short, state and federal authorities had prohibited the commercial use of pesticides on the spotted lantern fly. Government entities now realize the potential damage that could be

realized due to the infestation. However, there is still no known pesticides that effectively treat the fly that may not have an affect on other species. Until the department of Agriculture provides additional information, possibly in August of 2022, no commercial spraying is approved. I will provide information as it becomes available.

Reference 2 other subjects regarding the train station, part-time custodial position and elevator alarm.

AMTRAK is looking for a part-time custodial person that will do minor work at the station, maybe 1 hour a day, and they will have an alarm installed so that they will know immediately when the elevator is stuck.

13. **Rt 772 re-routing**, no updates.

14. **Grants** –

- a. DCED Multimodal Transportation Fund Grant – ARRO advised of 2 rights-of-way that need to be obtained. Solicitor has provided me with the information needed to obtain easements for the 2 locations. I am waiting for further information from the engineer to justify the easements
  - b. Smart Growth Transportation Grant – we are waiting on one reimbursement to close out this grant.
  - c. NFWF Grants 2021 – 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. 902 Recycling Grant – Approved
  - e. Capital Budget Request – Submitted and awaiting word on approval.
  - f. Lancaster County Bicycle Club Grant- Approved – Five (5) bicycle racks to be installed in the downtown area. Forrest Green 2 bike bicycle racks will be ordered.
  - g. DCED/DCNR C2P2 Grant- Submitted on April 6, 2022 – required amendments due to item that RETTEW placed in the grant were not permitted.
  - h. NFWF 2022 Grant- Submitted
  - i. Kunkle Field/Park Heritage Grant – Submitted
  - j. Lancaster ARPA funds – Clean Water Consortium applied for grant funding to cover major projects through the County including Chiques Creek restoration project. Request had passed the first hurdle and are waiting overall results.
  - k. Greenway Trails grant – Submitted
  - l. Watershed Restoration Grant- Submitted
  - m. Growing Greener Grant – will be submitted by end of month,
15. **ARRO Terms and Conditions** – I had submitted the document prepared by our solicitor to ARRO for Comments and was advised that they would only agree to their original Terms & Conditions. ARRO spoke with their liability carrier and felt that this agreement satisfies and protects ARRO and their customers. I in turn contacted our solicitor and she indicated that she felt that ARRO's Terms and Conditions are acceptable for the normal review work that is completed as the "Borough Engineer". However, if their services are engaged for any projects there should be a clause that the prepared plans become the property of the Borough.
16. I am continuing to **organize the files within my office**. Linda has been a huge help in this area. In some cases, I need to make this a priority due to my lack of file cabinets thus creating stacks of working files on my desk. Work in progress.
17. We continue to work on finding a cleaning person or small **cleaning company for the Borough Building**. I am awaiting quotes from 5 companies.
18. **Stormwater, Grants Planning Officer**. Reference checks being completed on two (2) applicants. I believe I will be able to make a conditional offer of employment in the next week or so.
19. **Borough Financials** – If you would recall that last month I addressed the issue that inflation was taking its toll on our budget. Staff did an excellent job with the 2022 budget and in many cases took into consideration normal costs increase when providing numbers for the budget. However, nobody was in the position to predict inflation at its current rate. Many items that were budgeted for using actual quotes from vendors back in October of 2021 have increased significantly by now. Staff is now looking for ways to cut costs. We are looking beyond the normal vendors for product to attempt to purchased required items at a price close to what was budgeted. Some of these steps include BJ's membership, Amazon Prime membership, negotiating with natural gas suppliers (as we do with electricity), CDW-G, replacing PCs by eliminating the towers and switching in docking stations that are compatible with the laptops that were purchased in 2020. I am open for new ideas to the way we are doing business. These steps may not keep us under budget, they do get u much closer to it.


20. **Bank Accounts** – Assistant Manager and I have been looking at interest rates between Northwest and PLIGT for the past couple of months. PLIGT has consistently provided a higher interest rate. In mid-May the Assistant manager check rates and PLIGT again was significantly higher again. The following financials were moved from Northwest Bank (.04) to PLIGT (.7633).

<u>Account</u>	<u>Northwest Bank</u>	<u>Moved To PLIGT</u>
Capital Fund	\$1,266,558.72	\$1,000,000.00
General Fund	\$3,768,601.59	\$3,250,000.00
Highway Aid Fund	\$566,411.98	\$250,000.00
Refuse Fund	\$893,154.77	\$500,000.00

21. Thanks to Officers Shelly & Reed, the majority of our non-uniform personnel received **First Aid, CPR & AED training**. On a side note, the AV equipment in Council Chambers was utilized for the video portions of the training and it worked perfectly

This completes my report from the month of June. As always, please let me know if there are any questions or comments.

End of Report

	<b>BOROUGH OF MOUNT JOY</b> <b>Lancaster County, Pennsylvania</b>	
	<b>POLICY #</b>	
<b>Subject</b>		
<b>Video Conferencing of Public Meeting DRAFT V1.0</b>		
<b>Date of Issue</b>	<b>Effective Date</b>	<b>Expiration Date</b>
		N/A
<b>Amends:</b>		<b>Rescinds:</b>
<b>Policy</b>		N/A
<b>All Personnel</b>		

## I. PURPOSE

The purpose of the policy and procedure is to establish guidelines for the utilization of video/audio recording and conferencing equipment. Pennsylvania statutes regulate the interception, disclosure or use of wire, electronic or oral communications. Video recording within public areas is lawful; however, audio recording of any person must conform to statutory and regulatory requirements.

## II. POLICY

It shall be the policy of the elected officials of the Borough of Mount Joy to facilitate the video conferencing of all-public meetings in order to provide transparency in government and to provide convenience to its members, staff and community in attending public meetings. In doing so, the elected Borough Officials further understand that the video conferencing has limitations regarding the internet, limits of hardware, as well as limits of software & conferencing platforms.

## III. OBJECTIVES

Use of video conferencing and broadcasting of public meetings will allow the Borough to accomplish many goals including but not limited to the following.

- A. Provide transparency and openness of local government.
- B. Provide an additional means for updating the Borough residents on programs, initiatives, activities, and transactions occurring during Council, and other meetings.
- C. Provide an avenue for Borough residents to see local government in action.
- D. Provide a means to more accurate transcribing of meeting minutes

## IV. DEFINITIONS

- A. Audio Visual Conference Devices – Any computer, router, video and audio mixers, displays, microphones, computers, laptops, televisions/monitors, or any other device, electrical or mechanical, designed to display, record, or transmit audio or video to nearby electronic equipment within the

confines of the meeting location or across the internet or other such equipment as described under the Borough Code or applicable law.

- B. Public Participation - Commentary permitted by persons qualified to do so and physically in attendance at the public meeting of the Borough of Mount Joy, subject to the Pennsylvania Sunshine Act and its amendments. Any member of the public who wishes to address Council or Committees shall be physically present and in attendance of the public meeting.
- C. Remote Attendees – Any individual who is viewing or listening to a public meeting on any type of audio or visual device and is not physically present and in attendance of the public meeting.
- D. Remote Public Participation – Remote public participation shall not be permitted at any public meeting unless prior participation has been granted by the President of Borough Council.
- E. Remote Officials/Staff Participation – Elected Officials and/or staff may participate in remote access utilizing audio or visual devices in accordance with Pennsylvania Law/Borough Code as amended.
- F. Video Conferencing of Public Meetings – Any meeting of the Mount Joy Borough Council or one of its authorized committees in which audio-visual conference devices are utilized to broadcast meetings to remote attendees.

## V. PROCEDURES

- A. The Borough shall maintain all audio-visual conferencing devices (hardware) to successfully broadcast meetings to remote attendees. Equipment shall be tested on a regular basis and deficiencies report to the Borough Manager or his/her designee.
- B. Borough Manager or his/her designee shall contact appropriate vendor(s) to repair any equipment that has been determined not to be operational. Repairs shall be made as expeditiously as possible.
- C. The Borough shall maintain an appropriate software platform in order to broadcast meetings. Any deficiencies shall be reported to the Borough Manager or his/her designee.
- D. Borough Manager or his/her designee shall contact the vendor(s) to repair and/or update any software as deemed appropriate. Said repairs shall be made as expeditiously as possible.
- E. Borough Manager or his/her designee shall ensure that meeting agendas as well as the links to the Borough Meetings is posted at a minimum of 24 hours in advance of the scheduled meeting in accordance with Pennsylvania Sunshine Act.
- F. Borough Manager or designee shall open the software platform at a minimum of 15 minutes prior to the posted time of the scheduled meeting. This allows remote attendees the opportunity to be granted remote capabilities of audio and/or visual.
- G. Prior to the start of the scheduled meeting a policy statement shall be posted on the screen so that all remote attendees are aware of the Borough's video conferencing policy. The policy statement may also be read into the record at the beginning of each meeting. The policy statement shall include verbiage as follows.
  - 1. The Borough of Mount Joy provides remote access as a convenience. Borough meetings are open for the public to join in person. This is the official method for public participation. The public that is utilizing video conferencing will not be able to participate in the meeting.
  - 2. The Borough cannot guarantee one's ability to connect remotely or to participate remotely. Connectivity issues as well as technical difficulties may occur that are outside of the Borough's Control. Meetings will not be canceled or rescheduled in the event of a remote connectivity issue or technical difficulties.
  - 3. Those individuals or entities making a presentation to Borough Council or a committee, or members of the public wishing to participate during the public comment portions of the meetings must be present in person unless prior arrangements have been made with the Borough.
  - 4. Any disruptive conduct will result in one's removal from the meeting and inability to rejoin the meeting. Any illegal conduct will result in the involvement of law enforcement and potential prosecution.

- H. Those in attendance either remotely or in person shall be notified that the meeting is being recorded. Recordings shall be maintained only for the purpose of accurately memorializing the transactions and communications of the meetings, until such time as the minutes to the meeting are approved. Recordings shall then be destroyed. Meeting minutes shall be the official record of all council and committee meetings

**VI. DISTRIBUTION:**

All personnel.

**IX. RESPONSIBILITY:**

It is the responsibility of all employees and elected officials to become familiar with this policy & procedure.

**X. REVIEW:**

This policy shall be reviewed periodically and amended as needed.

**XI. AMENDED:**

Effective: Immediately

By Order Of:

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**Council (Vice) President**

**Attested**

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**Borough (Assistant) Manager**

**SEAL**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
LANCASTER COUNTY CONSERVATION DISTRICT  
AND  
MOUNT JOY BOROUGH**

WHEREAS, the Lancaster County Conservation District, hereafter referred to as "LCCD", and MOUNT JOY BOROUGH, hereafter referred to as Municipality, have common areas of responsibility in serving the citizens of MOUNT JOY BOROUGH and

WHEREAS, there are common areas of work that require communication and support of each of these parties to the other party, and

WHEREAS, the District and the Municipality desire to formalize their interactions in relation to common programs and responsibilities, and

WHEREAS, this Memorandum of Understanding will serve as a foundation for a cooperative and mutually beneficial working relationship between the District and the Municipality,

NOW THEREFORE, the parties agree to jointly enter into this Memorandum of Understanding. The Memorandum of Understanding has six component parts as listed herein:

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II. Chapter 105- Dam Safety & Waterway Management	6
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**I. EROSION AND SEDIMENT POLLUTION CONTROL**  
**&**  
**NPDES for Stormwater Discharges Associated with Construction Activities**

**PURPOSE:** Erosion and the resulting deposition of sediment in our waterways are the primary pollutant by volume of our streams. Minimizing erosion and sediment pollution of our streams requires initiatives at the federal, state, county and local municipal levels of government. The purpose of this Memorandum of Understanding (MOU) is to serve as a joint commitment to control accelerated erosion and to prevent sediment pollution to the Waters of the Commonwealth, which may result from the conduct of earth disturbance activities. This MOU also serves as a basis for stating the role of each party in appropriately updating and administering appropriate Ordinances of the municipality in relation to Erosion and Sediment Pollution Control.

**DISTRICT RESPONSIBILITIES:** In carrying out the intent of this Memorandum of Understanding, the LCCD shall, within the limits of its capabilities and within the scope of its Delegation Agreement with PA DEP, administer and implement the Commonwealth's Erosion and Sediment and Stormwater Control (Chapter 102 and Chapter 92- NPDES) Programs:

**1. Records, Resources, Materials and Documents:**

- a. Provide to the Municipality a schedule of plan review/inspection fees and sufficient quantities of all necessary forms. The LCCD will promptly notify the municipality of any change in the plan review/inspection fee schedule and provide updated forms and educational materials in a timely manner.
- b. Upon request, provide all applicants with a PA DEP Erosion and Sediment Pollution Control Program Manual, National Pollutant Discharge Elimination System (NPDES) Permit applications, and related forms, worksheets, checklists and all other forms and documents necessary to successfully prepare an E&S plan and/or NPDES Permit application for discharges of stormwater associated with construction activities.
- c. Provide the municipality with a year-end summary of NPDES and Erosion and Sediment Pollution Control activities within the municipality. The summary is intended to inform the municipality of activities and document activities for municipal MS4 permit requirements. The report is titled "Annual MS-4 Supplemental Report for MOUNT JOY BOROUGH".
- d. Serve as a repository for all erosion and sediment (E&S) control plans, permit applications, plan and permit reviews, complaints, inspection reports, correspondence and other materials and documents concerning the conduct of earth disturbance activities permitted under the municipal ordinance. All such information shall be contained in a dedicated filing system, which shall be available for inspection by municipal officials at any time.
- e. The LCCD will maintain information and materials on its website related to NPDES permitting and the E&S program. Municipalities may provide links to the LCCD website from municipal websites. This activity provides additional outreach and satisfies relevant MS4 requirements.



- f. The LCCD shall maintain a filing system, in accordance with DEP's Records Retention Policy, that may be available for municipal official review.

## **2. Plan Reviews and Permitting:**

- a. Receive all applications and E&S plans required by NPDES permitting regulations and complete administrative and technical reviews within time frames established by PA DEP.
- b. Receive all E&S plans either required by municipal ordinance or submitted voluntarily, and complete reviews of the plans within time frames established by the LCCD.
- c. Within 10 calendar days of a review action, the LCCD will forward to the municipality, applicant and/or responsible party:
  - I. Notice of NPDES Permit decisions including, but not limited to, permit and plan approvals, renewals, deficiency letters, denials and withdrawals.
  - II. Notice of E&S plan decisions where NPDES Permits are not required including approvals and deficiency letters.

## **3. Inspections:**

- a. The LCCD will inspect earth disturbance activities to ensure that the implementation and maintenance of the E&S plan and Chapter 92 E&S practices are in compliance with the approved E&S Plan, the NPDES Permit and Chapter 102 regulations.
- b. Inspections will be performed. At a minimum, in compliance with PA DEP inspection schedules for permitted projects
- c. At the request of the municipality. Within 10 calendar days of receipt, in response of a complaint from the municipality or the public.
- d. Routinely, as time, workload, or staffing resources may allow.
- c. Within 10 calendar days of completion the LCCD will forward to the municipality and applicant or responsible party:
  - I. Inspection reports resulting from complaint investigations and other inspections
- d. Initiate enforcement actions within the scope of the delegation agreement between the LCCD and the PA DEP.

## **4. Municipal Assistance:**

- a. The LCCD will assist the municipality with environmental problems, permit applications and resource management issues within the scope of the LCCD's role under the Chapter 92 and Chapter 102 programs. The LCCD will enlist assistance from cooperating agencies when appropriate.
- b. The LCCD will provide an invitation to the municipality to all appropriate educational events.
- c. At the request of the municipality, the LCCD will review appropriate sections of municipal stormwater management and subdivision and land development ordinances and make recommendations for consistency with current Chapter 102 regulations and NPDES Permit requirements.
- d. Meetings:
  - I. The LCCD will invite the municipality to all scheduled pre-application meetings. Where the LCCD is not the entity organizing the meeting, the LCCD will recommend to the meeting organizer that the municipality be invited. Attendance and choice of representative is at the discretion of the municipality.
  - II. LCCD staff, will schedule to meet with municipal representatives a minimum of 2 times per year to provide information or to discuss issues related to NPDES permitting and Chapter 102 regulations.
  - III. LCCD staff, where appropriate, will notify the municipality of any site meetings related to inspections, violations or complaints and invite the municipality to attend these meetings.

**MUNICIPAL RESPONSIBILITIES:** In carrying out the intent of this Memorandum, the municipality shall:

**1. Resources and Information:**

- a. Inform those involved with earth disturbance activities of any Erosion and Sediment Pollution Control and NPDES permitting requirements involving municipal ordinances.
- b. Retain a sufficient quantity of LCCD's application form and fee schedule for E&S plans and issue such information to all proposed earth disturbance projects that require review and approval in accordance with the provisions of the municipal ordinance. The municipality shall provide instructions as necessary to have the E&S plans submitted to the LCCD.
- c. Distribute education information about the LCCD's programs and provide contact information to the public for the LCCD.
- d. Retain all correspondence from the LCCD including copies of inspection reports, permit authorizations, denials and withdrawals, notices of violations; E&S plan approvals and other correspondence needed by the municipality for MS4 permit documentation or other municipal purposes.

**2. Notice and Referral to the District:**

- a. Forward complaints involving earth disturbance activities to the LCCD within 10 calendar days of receipt for inspection.
- b. Forward all questions related to the preparation of E&S plans and NPDES permit applications to the LCCD.
- c. Notify the LCCD of the receipt of a building permit application involving earth disturbance of one acre or more within five (5) working days of receipt. **(Required under 25 PA Code §102.42).**
- d. Forward to the LCCD an Act 167 consistency letter to confirm that the proposed projects meet the intent of the municipality's stormwater management ordinance, if covered under an approved Act 167 ordinance.
- e. Forward to the LCCD copies of municipal engineer review letters when comments pertain to the E&S plans, stormwater management plans, and/or NPDES applications.
- f. Coordinate pre-application meetings with the LCCD whenever possible.
- g. Complete **Attachment A**, contained in this MOU, to better facilitate communications between the municipality and the LCCD.

### **3. Municipal Approvals and Actions:**

- a. Before issuing any Municipal permits or approvals, with the exception of local stormwater approvals, the municipality will require evidence of an issued Individual NPDES Permit, authorized General NPDES Permit or approved E&S Permit if required, or an approved E&S plan where municipal regulations require an approved E&S plan where NPDES or E&S permits are required. Per Section 102.43, municipalities may not issue building or other permits to applicants proposing earth disturbance activities requiring a permit under Chapter 102.
- b. Where violations of Chapter 102 or NPDES permitting regulations are discovered, the municipality will cooperate with the LCCD to document and resolve the violations. Cooperation may entail providing access or copies of approved subdivision or land development plans, issued permits, review comments, revocation of municipal permits and other reasonable measures legally and practically available to the municipality.
- c. Encourage the preservation and responsible use of all of Lancaster County's natural resources.

## **II. Chapter 105- Dam Safety & Waterway Management**

**PURPOSE:** Pennsylvania's Chapter 105 program regulates the waterways and wetlands of the Commonwealth. Chapter 105 establishes the thresholds for permitting requirements for encroachment or obstruction activities to jurisdictional waters and wetlands. The regulations also specify for requirements related to dam and floodway activities.

**DISTRICT RESPONSIBILITIES:** By a vote of the LCCD Board of Directors at the Dec 2021 meeting, the Lancaster Conservation District is no longer administering the Chapter 105 Program for PA DEP. All questions and complaints regarding the 105 Program should be directed to PA DEP's South Central Office (SCRO) at email: [rap105questions@pa.org](mailto:rap105questions@pa.org)

### **MUNICIPAL RESPONSIBILITIES:**

- a. Refer residents to the PA DEP when they have questions on permitting or earth moving activities related to streams, wetlands, ponds, springs or other waters regulated under Chapter 105.
- b. Distribute fact sheets and other educational materials provided by the DEP.
- c. Forward any complaints related to the Chapter 105 program to PA DEP SCRO within 10 calendar days of receipt.

### **III. NPDES Municipal Separate Storm Sewer Systems** **(MS-4 – NPDES Permit PAG-13)**

**PURPOSE:** Many municipalities in Lancaster County and the County itself are subject to NPDES permit requirements for Municipal Separate Storm Sewer Systems (MS4). The purpose of this agreement is to coordinate, where possible and desirable, the activities of the municipalities and the county associated with MS4 permit requirements. While not all requirements lend themselves to coordination, several of the requirements are such that coordination will result in decreased compliance cost and greater efficiency for both the municipality and county. The following details the municipal and LCCD responsibilities by Minimum Control Measure (MCM)

#### **MCM 1 – PUBLIC EDUCATION AND OUTREACH**

**DISTRICT RESPONSIBILITIES:** In carrying out the intent of this memorandum, the LCCD shall, within the limits of its capabilities:

- a. Distribute an educational publication to developers, contractors, farmers and other stakeholders in Lancaster County, once per permit year at minimum.
- b. Maintain on the LCCD website, information related to stormwater regulations, educational materials and resources. It is recommended that Municipalities provide a link from the municipal website, if available, to the LCCD website.
- c. Annually, no later than 30 days after the end of the permit year, provide a summary to each regulated municipality of the above activities and any other educational activities conducted by the LCCD that would be applicable for MS4 permit compliance. Where possible, copies of the educational materials, the dates distributed and a summary or list of those the material was distributed to will be included in the summary.

**MUNICIPAL RESPONSIBILITIES** In carrying out the intent of this memorandum, the municipality shall, within the limits of its capabilities:

- a. Annually, no later than 30 days prior to the end of the permit year, provide a summary to the LCCD of the use and or distribution of educational posters.
- b. Where practical and applicable, notify the LCCD at least 15 calendar days in advance of municipal public outreach events where the LCCD could play a role in providing public outreach.

#### **MCM 2 – PUBLIC PARTICIPATION**

**DISTRICT RESPONSIBILITIES:** In carrying out the intent of this memorandum, the municipality shall, within the limits of its capabilities:

- a. Notify regulated municipalities of public participation events, as appropriate 30 days prior to the event.

**MUNICIPAL RESPONSIBILITIES:** In carrying out the intent of this memorandum, the municipality shall, within the limits of its capabilities:

- a. Notify the LCCD of public participation events, as appropriate, at least 30 days prior to the event.

## **MCM 4 – CONSTRUCTION SITE STORMWATER MANAGEMENT**

**DISTRICT RESPONSIBILITIES:** In carrying out the intent of this memorandum, the LCCD shall, within the limits of its capabilities:

- a. Meet all of its responsibilities listed in the E&S section of this MOU.
- b. Annually, no later than 30 days after the end of the permit year, provide a summary to each regulated municipality of LCCD activities conducted in the municipality. The summary will include:
  - I. The number of sites inspected and the number of inspections conducted.
  - II. The number of complaints received, the number of inspections conducted in response to complaints, and the number of complaints referred to other parties.
  - III. The number of enforcement actions taken.
  - IV. The number of NPDES permits issued.
  - V. The number of E&S plans reviewed.
  - VI. A list of NPDES permits issued with the date of issuance, expirations and permit number.

**MUNICIPAL RESPONSIBILITIES:** In carrying out the intent of this memorandum, the municipality shall, within the limits of its capabilities:

- a. The municipality will meet all of its responsibilities listed in the E&S section of this MOU.
- b. Retain all correspondence from the LCCD including copies of inspection reports, permit authorizations, notices of violation; E&S plan approvals and other correspondence needed by the municipality for MS4 documentation purposes.
- c. Annually provide the LCCD with a list of contacts, their company, address, email and phone number, as to where the municipality would like copies of correspondences sent.
- d. Provide copies of ordinances related to stormwater management, erosion and sediment control and illicit discharges. The municipality will provide the LCCD with copies of any revised ordinances within 30 days of adoption.

#### **IV. AGRICULTURAL RELATED ACTIVITIES** **(MANURE MANAGEMENT & EROSION CONTROL)**

**PURPOSE:** To conserve the agricultural resources of Lancaster County, by educating local municipalities and the public. This document encompasses but is not limited to, Nutrient Management, erosion control on farms, and compliance related topics.

**DISTRICT RESPONSIBILITIES:** In carrying out the intent of this memorandum, the LCCD is a clearing house of information relating to agricultural farming. The following items are available to municipalities across Lancaster County.

- a. Administer the State's Act 38 program, also known as the Nutrient Management Law. LCCD staff reviews nutrient management plans, conducts onsite yearly status reviews relating to nutrient application. These plans are developed on an animal density calculation. Any operation that has over 2.0 Animal Equivalent Units (AEU's)/Acre, is required to have an approved Act 38 Nutrient Management Plan.
- b. The Commonwealth also requires farmers to have a Manure Management Plan (Chapter 91.36), developed for every farm that produces or applies manure on their ground, no limit on size or scope of operation. Once farm size reaches certain thresholds based on livestock, further requirement for nutrient management may be required (such as Act 38 or CAFO). These plans must be available upon request for review from the landowner/operator on site, but are not required to be submitted for review or approval.
- c. Erosion and Sediment Control on farming operations:
  - i. The LCCD will oversee PA Code Chapter 102.4(a) (Erosion & Sediment Control) relating to agriculture operations. Chapter 102.4 requires all farming operations that disturb over 5,000 sq. ft. to have a Conservation Plan or Ag E&S plan developed and implemented. This also includes heavy use areas and no-till as earth disturbing practices. These plans must be available upon request for review from the landowner/operator on site, but are not required to be submitted for review or approval.
- d. The LCCD will offer Technical Assistance for farming operations within the county. This technical assistance can be used by the farming landowner/operator to help with the implementation of BMPs found within their Conservations Plans. When needed, for BMP implementation, a reviewed design packet will accompany, along with spot inspections of construction implementation, and certification.
- e. Conduct complaint investigations regarding nutrient and sediment pollution events. (See Attachment B)
- f. When applicable, provide guidance on conservation planning, within the Bio-Solids Program.
- g. Provide the LCCD wide fee schedule, which includes fees pertinent to agricultural operations.
- h. Provide the municipality with a reasonable quantity of related resource materials at the request of the municipality.

**MUNICIPAL RESPONSIBILITIES:** In carrying out the intent of this memorandum, within the limits of its capabilities and available resources, the municipality shall:

- a. Forward to the LCCD (Ag Compliance Coordinator), any agricultural complaint relating to, but not limited to: Nutrient pollution, and sediment pollution.
- b. The LCCD highly recommends that the municipality require development of these plans before building permits for agricultural operations are approved. The municipality should not release permits to agricultural operations, until those landowners can produce a Nutrient or Manure Management Plan AND Conservation, or Ag E&S Plan.
- c. Make available to the public any educational materials provided by the LCCD.

#### **IV.1 Plain Sect Outreach**

**PURPOSE:** The LCCD dedicates an Ag staff person as the 'Plain Sect' Outreach Coordinator. This person has experience working with the 'Plain Sect' community and is available to meet with municipal representatives to provide information related to conservation issues within the 'Plain Sect' community. This staff person is available to meet with individual 'Plain Sect' farmers and can serve as a resource person for any municipal sponsored informational meeting for the agriculture community.

#### **DISTRICT RESPONSIBILITIES:**

- a. Provide assistance to the "Plain Sect" community by informing the community on agricultural regulatory requirements and best management farming practices.
- b. Refer farmers to the appropriate Agricultural Technician within the LCCD for technical guidance and planning.
- c. Provide assistance to municipalities when they need support in working with the Plain Sect.

#### **MUNICIPAL RESPONSIBILITIES:**

- a. Be aware that the Plain Sect Outreach Coordinator position exists and is available for assistance.
- b. Refer Plain Sect farmers to the LCCD for assistance, when appropriate.



## **V. EDUCATION & OUTREACH**

**PURPOSE:** The mission of the LCCD is to promote stewardship of the land, water, and other natural resources; and to make all citizens aware of the interrelationships between human activities and the natural environment; to provide assistance for current efforts in natural resource conservation; and to develop and implement programs which promote the stewardship of natural resources, while enlisting and coordinating help from public and private sources in accomplishing this mission. The education departments of the LCCD serve as a beginning point for many of our goals. Educating the public about our county's natural resources is a primary goal. Through education we can protect, preserve, and promote the mission of the LCCD.

### **V.I Watershed Program**

**PURPOSE:** The LCCD's Watershed Program goals are to educate, create and foster grassroots volunteer watershed efforts, water quality monitor, and be a resource on all things water related in Lancaster County. The Watershed Coordinator for the LCCD should be used as a resource tool by community members, businesses, schools, and especially municipalities. Items the Watershed Program can deal with include, but are not limited to, stream water quality, wetlands, pond management, stormwater education, groundwater recharge, volunteer conservation efforts, and many additional issues. One of the ultimate goals of the watershed program is to get local streams off the state's list of impaired waterways. This goal can be accomplished through combined efforts from the LCCD, surrounding landowners, businesses, and the municipality. This MOU outlines general areas of cooperation between both parties.

**DISTRICT RESPONSIBILITIES:** In carrying out the intent of this memorandum, the LCCD shall, within the limits of its capabilities:

- a. Help to keep all municipalities informed of local watershed associations/group activities within their jurisdiction. The types of activities these organizations conduct can assist municipalities in their MS4 requirements. (i.e. public education and public participation)
- b. Provide the municipality with any volunteer water monitoring data that may be gathered for streams within your municipal boundary. All of this data can be found on the Lancaster County Watersheds website, [www.lancasterwatersheds.org](http://www.lancasterwatersheds.org), under the volunteer monitoring data tab.
- c. Provide copies of resource and educational materials the LCCD may create. Limited amounts of such copies will be provided at no charge. For larger quantities, the LCCD will provide copies in a format, where practical, suitable for producing copies or at cost. (i.e. stormwater management, riparian buffers, floodplains, groundwater recharge, water conservation, backyard conservation, and other natural resource issues.)
- d. Maintain a Lancaster County Watershed website ([www.lancasterwatersheds.org](http://www.lancasterwatersheds.org)) that provides current and useful local, regional, and statewide water resources that municipalities can use. (i.e. local watershed plans, list of volunteer watershed groups, stormwater action plans, local TMDL plans, electronic versions of educational publications, and a host of other useful tools.)

- e. Assist the municipality with watershed or water quality/quantity issues and permit applications that fall within the LCCD's area of expertise. The LCCD will enlist the services of cooperating agencies when necessary.
- f. Provide the municipality with watershed technical training opportunities and points of contact for LCCD programs.
- g. Notify municipalities of public participation events, as appropriate 30 days prior to the event.

**MUNICIPAL RESPONSIBILITIES:** In carrying out the intent of this memorandum, the municipality shall, within the limits of its capabilities:

- a. Be an active participant in local volunteer watershed groups as they devise ways to educate, restore, or improve the local watershed within your municipality.
- b. Inform the LCCD of natural resource issues especially those that are water related.
- c. Where practical and applicable, notify the LCCD at least 30 calendar days in advance of municipal public outreach events where the LCCD could play a role in providing public outreach.
- d. Cooperate with the LCCD on studies, pilot projects or surveys related to water resource conservation within the municipality.

**IT IS MUTUALLY AGREED WITHIN THE LIMITS OF ABILITIES AND RESOURCES:**

- a. Both parties will provide for the mutual sharing of information.
- b. Both parties will supply each other with available maps, geographic information system and computer aided drafting files, printed material, photos/slides, video and displays pertaining to pertinent programs.
- c. Both parties will work on projects mutually benefiting the LCCD and the municipality.

## **V.2 Education Program**

**PURPOSE:** The purpose of this agreement is to define educational programs provided by the LCCD and available to the municipalities and the county. The mission of the LCCD is the stewardship of land, water, and other natural resources. The LCCD administers and participates in a variety of programs to protect and promote the wise use of natural resources.

**DISTRICT RESPONSIBILITIES:** In carrying out the intent of this memorandum, the LCCD shall, within the limits of its capabilities:

- a. Develop and present lessons and programs designed to address the PA Department of Education Environment and Ecology Standards for teachers, students, community organizations, watershed organizations, and the public within municipalities.

- b. Publish and distribute educational materials for teachers, students, and the public.
- c. Provide educational materials requested by municipalities for schools or public outreach.

**LCCD Education Program Links**

- [www.lancasterconservation.org](http://www.lancasterconservation.org)
- [www.lancasterwatersheds.org](http://www.lancasterwatersheds.org)

**MUNICIPAL RESPONSIBILITIES:** In carrying out the intent of this memorandum, the municipality shall, within the limits of its capabilities:

- a. Notify the Conservation LCCD when possible and applicable of municipal public outreach activities or events where the LCCD could be of assistance in providing educational presentations or materials.
- b. Notify the Conservation LCCD of public participation events, as appropriate.
- c. Post educational materials or programs available from the LCCD, as appropriate.

**V.3 Agricultural Ombudsman Program**

**PURPOSE:** The PA Agricultural Ombudsman Program handles public relations, education and conflict management related to agriculture. The Program offers statewide liaison services to communities on issues affecting agriculture, land use, environment and planning. The Ombudsman Program focuses on pro-active education, but has re-active responsibilities, too. The Agricultural Ombudsman is not an advocate for any particular party, but seeks to achieve a satisfactory resolution to disputes through training and education.

**DISTRICT RESPONSIBILITIES:**

- a. Serve as an intermediary between agricultural producers and municipalities, Conservation Districts and regulatory authorities, and to assist producers in navigating applications and permit and plan review processes to ensure the producer is treated fairly and expeditiously in that process, while ensuring municipalities, Districts and regulatory agencies that the producer has met all the applicable requirements.
- b. Provide assistance to help municipal officials prepare for meetings expected to attract significant public interest or concern. Sample policies are available for municipalities to review and consider using to ensure an orderly, productive meeting that allows all parties involved to give their input.
- c. Inform municipalities and residents about current farming practices and help dispel myths about modern agriculture.
- d. Provide educational materials to help address public concerns about agricultural operations.

**MUNICIPAL RESPONSIBILITIES:**

- a. Contact the Conservation District seeking services of the Agricultural Ombudsman to assist with conflict management, resulting from the interface of production agriculture and suburban/urban constituents.
- b. Contact the Conservation District seeking services of the Agricultural Ombudsman to assist with educational input or non-legal advice regarding impacts on agriculture and the potential for farmer/resident conflicts because of what is currently written or proposed in a municipal ordinance.
- c. Direct residents to contact the Agricultural Ombudsman when residents are experiencing fly concerns, odor management concerns or other concerns generated by agricultural activities.

## VI. EXECUTION


This Memorandum of Understanding shall become effective only after it has been adopted by vote of the governing bodies of both parties. Signatures must be those of a member of the governing body authorized to sign for the governing body.

This Memorandum of Understanding may be terminated by either party for any reason. Termination of this Memorandum of Understanding must be by certified mail. Termination shall become effective 30 days after receipt of the notice of termination.

This Memorandum of Understanding shall be reviewed periodically by either or both parties and may be amended by mutual consent of both parties.

With the execution of this Memorandum of Understanding any previous Memorandum of Understandings between the Municipality and the District shall be invalid.

### LANCASTER COUNTY CONSERVATION DISTRICT

By:  \_\_\_\_\_  
Title: Chairman  
Date: January 2022

### MOUNT JOY BOROUGH

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

(SIGN AND RETURN THIS PAGE ALONG WITH THE NEXT PAGE, ATTACHMENT A)

## ATTACHMENT A- Municipal Contact Information

Please complete the entire form. Contact information will be used by the LCCD to communicate with your municipal officials throughout the year. Revised Feb 2022

### Municipal Information

Municipal Manager: \_\_\_\_\_

Zoning Officer: \_\_\_\_\_

Road Master: \_\_\_\_\_

Municipality Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_

Manager's email address: \_\_\_\_\_

\_\_\_\_\_

### Municipal Engineer Information

Municipal Engineer (Name): \_\_\_\_\_

Engineer's Email Address: \_\_\_\_\_

Engineering Firm: \_\_\_\_\_

Firm Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### MS-4/167 Information

Who should the MS-4 Report be mailed to (Name): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Engineering Firm: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

MS-4 Permit Period (Beginning Date/End Date) \_\_\_\_\_

MS-4 Information Requested by Date: \_\_\_\_\_

ACT 167 Adopted (Date): \_\_\_\_\_

**ATTACHMENT B  
COMMON COMPLAINT CONTACTS LIST**

**Complaints that the Lancaster County Conservation District has Authority to Respond to:**

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**Soil Erosion from Ag Operations**

Kevin Seibert, Agricultural Compliance Coordinator  
(717) 874-2524  
(If unavailable, see "Other Organizations")

**Soil Erosion from Construction Sites**

Richard Snyder, E&S Department Manager  
(717) 874-2522  
[richardsnyder@lanasterconservation.org](mailto:richardsnyder@lanasterconservation.org)  
(If unavailable, see "Other Organizations")

**Manure**

Kevin Seibert, Agriculture Compliance Coordinator  
(717) 874-2524  
(If unavailable, see "Other Organizations")

**Act 38 Nutrient Management Law**

Kevin Lutz, Agriculture Department Manager  
(717) 874-2527

**OR**

State Conservation Commission  
Frank Schneider  
717-705-3895

**Flies**

Shelly Dehoff  
Pennsylvania Agriculture Ombudsman Program  
(717) 874-2547  
(717) 880-0848  
[shelly.dehoff@gmail.com](mailto:shelly.dehoff@gmail.com)

**Biosolids**

Kevin Seibert, Agriculture Compliance Coordinator  
(717) 874-2524  
(If unavailable, see "Other Organizations")

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**Complaints that Other Organizations have the Authority to Respond to:**

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**Storm Water**

Local Borough or Townships

**Biosolids**

PA Dept of Environmental Protection  
Eric Laur, Soil Scientist  
(717) 507-4773

**Invasive Species (plant or insects)**

PA Dept of Agriculture Region VI Office  
717-772-5209  
OR  
Some Local Borough or Townships

**Dead Animal (Mortality) Disposal**

PA Dept of Agriculture Region VI Office  
Dr. Aliza Simeone (717) 443-1199  
[asimeone@pa.gov](mailto:asimeone@pa.gov)  
Suzette Thompson (717) 443-1189  
[suthompson@pa.gov](mailto:suthompson@pa.gov)  
Fax: 717-787-1868

**Pesticide Application**

PA Dept of Agriculture Region VI Office  
*Pesticide Case Enforcement*  
Len Brylewski (717) 772-5206  
[lbrylewski@pa.gov](mailto:lbrylewski@pa.gov)  
*Hypersensitivity Registry*  
Allison Cramer (717) 787-4392  
[alcramer@pa.gov](mailto:alcramer@pa.gov)

**DISTRICT USE ONLY**

Date Received \_\_\_\_\_  
 Date Notified Municipality that request can/cannot be fulfilled: \_\_\_\_\_  
 Person Contacted: \_\_\_\_\_

**ATTACHMENT C**

**Lancaster County Conservation District  
 Fee for Services Schedule/Request for Information  
 Municipal MS-4 Report Assistance**

*The Lancaster County Conservation District charges a fee for services provided to municipalities that will assist them with compiling information for their MS-4 Annual Report. The fee is required because information is being requested that is above and beyond what is provided by the District free of charge, as outlined in the Memorandum of Understanding for the current year.*

**SECTION 1: CONTACT INFORMATION**

<b>Municipality</b>		<b>Date of Request</b>	
---------------------	--	------------------------	--

<b>Person in Charge of Compiling the MS-4 Report</b>	
<b>Company/Firm</b>	
<b>Phone Number</b>	
<b>Email Address</b>	
<b>Mailing Address</b>	

<b>Date Information is Requested By</b>	
---	--

<b>Municipal Contact</b>	
<b>Phone Number</b>	
<b>Email Address</b>	
<b>Mailing Address</b>	

**SECTION 2: REQUEST FOR INFORMATION:**

*Outline, in detail, what additional information your municipality is requesting beyond the MS-4 report already supplied. Your municipality will be invoiced at a rate of \$75 per hour for the work requested. Payment will be due to the LCCD within 30 days of delivery of the requested information. You will be notified within seven (7) business days whether or not your request can be fulfilled. If so, the LCCD will deliver the requested information within 30 days of the date of request.*



[Date]

[Contact Person]

[City, State, Zip Code]

## SAMPLE INVOICE

<b>Description of Information Requested</b>	<b>Total Hours/Copies/Other</b>	<b>Total Due (Hours x \$75.00)/ \$0.25 per page</b>
	<b>TOTAL AMOUNT DUE</b>	

***Lancaster County Conservation District  
E&S Department  
1383 Arcadia Road Room 200  
Lancaster, PA 17601***

19

12C



**RESOLUTION PAGE  
2022-10**

**Commonwealth of Pennsylvania**  
www.dcnr.state.pa.us/grants

**DCNR-C2P2**

**Applicant Information (\* indicates required information)**

**Applicant/Grantee Legal Name:** BOROUGH OF MOUNT JOY DBA  
**MOUNT JOY BOROUGH**

**Web Application ID:** 2004607

**Project Title:** Little Chiques Park

WHEREAS, **BOROUGH OF MOUNT JOY DBA MOUNT JOY BOROUGH** ("Applicant") desires to undertake the project, "**Little Chiques Park**" ("Project Title"); and

WHEREAS, the applicant desires to receive from the Department of Conservation and Natural Resources ("Department") a grant for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled "Terms and Conditions of Grant" and

WHEREAS, the applicant understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department **if the applicant is awarded a grant**; and

**NOW THEREFORE, it is resolved that:**

1. The grant application may be electronically signed on behalf of the applicant by "**William A. Hall**" who, at the time of signing, has a **TITLE** of "**Council President**" and the email address of "**bhall@mountjoypa.org**".
2. If this Official signed the Grant Application Electronic Authorization prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
3. If the applicant is awarded a grant, the Grant Application Electronic Authorization, signed by the above Official, will become the applicant/grantee's executed signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.
4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the "**TITLE**" specified in paragraph 1 and the grantee will be bound by the amendment.

I hereby certify that this Resolution was adopted by the

---

(identify the governing body of the applicant, e.g. city council, borough council, board of supervisors, board of directors)

of this applicant, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

---

(signature of the governing body)

# MOUNT JOY BOROUGH ANIMAL CONTROL ORDINANCE

## ARTICLE I

### KEEPING OF ANIMALS

(Adopted 6-8-1970 by Ord. No. 326 (Ch. 2, Part 1, of the 1992 Code of Ordinances))

#### § 92-1. Definitions

In this article, the following terms shall have the meanings indicated:

**OWNER/PERSON** – Includes every person, proprietor, corporation, partnership or association that actually owns an animal or who has an animal in his or its care or permits an animal to remain on or about any premises occupied by him or it. The parent or guardian of any minor claiming ownership of any animal shall also be deemed the owner of such animal.

**ANIMALS** – Includes all mammals, birds, fowl and reptiles normally or ordinarily domesticated (including household pets such as dogs and cats) or raised in this area or climate as livestock or for work or for breeding purposes. Such term shall not include fish.

**AT LARGE** – Being upon any public highway, street, park or any other public land, or upon property of another person other than the owner, and not being accompanied by and under the control of the owner or any other person having custody of such animal.

**DANGEROUS DOG** – Any or all of the following:

- A. Any dog which bites, inflicts injury, assaults (which assaults shall include dogs at large approaching any person upon the streets, sidewalks or other public grounds or places in a threatening or terrorizing manner without provocation), or otherwise attacks a human being with provocation;
- B. Any dog which is deemed a dangerous dog under and pursuant to the Pennsylvania Dog Law.

**WILD/EXOTIC ANIMAL** – A wild, dangerous or undomesticated animal or venomous reptile which is not of a species customarily used as an ordinary house pet or livestock and which would ordinarily be confined to a zoo or which would ordinarily be found in the wilderness of this or any other country or which otherwise causes a reasonable person to be fearful of bodily harm or property damage, irrespective of its actual or asserted state of tameness or domestication. This definition includes animals bred or raised in captivity and hybrids of wild/exotic animals, but not fish or birds.

#### § 92-2. KEEPING OF PIGS; MAINTENANCE OF PIG PENS

No person shall keep any pig or hog at any place within the Borough of Mount Joy, nor shall any person maintain any pig pen or hog pen anywhere in the Borough.

#### § 92-3. KEEPING OF FOWL AND RABBITS (Amended 9-14-1992 by Ord. No. 497)

It shall be unlawful to keep fowl and rabbits in the Borough unless the following conditions are strictly adhered to:

- A. There shall be no violation of any provision of Chapter 270, Zoning.
- B. All applicable provisions of Chapter 195, Property Maintenance, shall be strictly adhered to.
- C. Such fowl and rabbits shall at all times be confined to pens which shall be constructed out-of-doors and shall be at least 30 feet from any street and at least 30 feet from any inhabited dwelling. All such pens shall be constructed so that the floors shall be no less than two feet from the ground. All filth accumulating in, about and under the same shall be removed at least once a week and more often if so, ordered by the Borough Health Officer.

**§ 92-4. KEEPING OF HORSES AND CATTLE (Amended 11-12-1979 by Ord. No. 405; 9-14-1992 by Ord. No. 497)**

It shall be unlawful to keep any horses, sheep, goats or cattle in the Borough unless the following conditions are strictly adhered to:

- A. There shall be no violation of any provision of Chapter 270, Zoning.
- B. All applicable provisions of Chapter 195, Property Maintenance, shall be strictly adhered to.
- C. A barn, stable or similar roofed building shall be provided on the premises for such animals, and such building shall be located at least 100 feet from any street or alley and at least 100 feet from any inhabited dwelling. Such building shall be kept clean, with all filth accumulating therein to be removed at least once a week and more often if so ordered by the Borough Health Officer.
- D. Such animals shall not be permitted to run at large outside the confines of the premises of the owner thereof.

**§ 92-5. KEEPING OF FREE ROAMING/FERAL CATS**

*No person shall keep or feed free roaming/feral cats within the Borough of Mount Joy, without having the cat(s) spayed/neutered/ear tipped and vaccinated for rabies.*

**§ 92-6. RABIES VACCINATIONS REQUIRED**

*All dogs and cats must have an ID collar or tag that has the owner's name, phone number and address. All dogs and cats, to include both indoor and outdoor dogs and cats in Mount Joy Borough, shall be vaccinated against rabies by a licensed veterinarian in accordance with the requirements set forth in the PA state rabies law. Any female cat 'in heat' must be kept inside.*

**§ 92-7. VIOLATIONS AND PENALTIES (Amended 9-14-1992 by Ord. No. 497)**

Any person who shall violate any provisions of this article shall, upon conviction thereof, be sentenced to pay a fine not exceeding \$600 and costs and, in default of payment thereof, shall

be subject to imprisonment for a term not to exceed 30 days. Each day that a violation of this article continues shall constitute a separate offense.

**§ 92-8. THROUGH § 92-15. (RESERVED)**

# Truck Turning Study for the Intersection of Marietta Avenue at Pinkerton Road



Mount Joy Borough Police Department

April 2022

Truck Turning Study for the Intersection of Marietta Ave at Pinkerton  
April 2022



**Prepared by:**

**Sergeant Scott Drexel**

**Mount Joy Borough Police Department**

**21 East Main Street, Mount Joy, PA 17552**

**Office: 717-653-1650 | Fax: 717-653-0062**

**Approved by:**

**Chief Robert Goshen**



## Introduction

This study has been prepared for the Council of Mount Joy Borough to analyze the movement of heavy trucks at the intersection of Marietta Avenue and Pinkerton Road. Commercial motor vehicles have been observed utilizing opposing lanes of travel, curbing and sidewalks to complete their turning movements at this intersection.

At the request of the Chief of Police, Robert Goshen, this report examines the safety hazards and damage to infrastructure caused by these encroachments and provides recommendations to mitigate the hazards and damages.

## Study Area

The area of this study consists of Marietta Avenue (State Route 772) and Pinkerton Road in Mount Joy Borough. The intersection of these roadways are located in an urban area frequented by passenger motor vehicles, school buses, commercial heavy trucks, farm equipment, bicyclists, and pedestrians.

Pennsylvania State Route 772 (SR 772) east-west state highway, part of which passes through Mount Joy Borough. The segment under examination begins in the 1<sup>st</sup> block of East Main Street (SR 230) and extends to the borough limit at East Donegal Township.



Pinkerton Road is a north-south local road which begins just North of Marietta Avenue and extends beyond the borough limit at East Donegal Township. Points of interest near Pinkerton Road which may cause heavy truck traffic are Guardian Barrier Services (170 New Haven Street), Donegal School District buildings (1055 Koser Road; 1025 Koser Road), and Smucker's Meats (735 Pinkerton Road). Pinkerton Road also feeds multiple agricultural parcels in East Donegal Township

## Existing Conditions

Street parking is only permitted on the North side (westbound lane) of Marietta Avenue at this intersection. The parking lane begins 47.5 feet West of the intersection and 30 feet East of the



intersection. Official signs and yellow curbing is located at this intersection in accordance with the above distances.

Due to the width of Pinkerton Road at this location, street parking is infrequently utilized. Although no official signs are displayed to prohibit parking on Pinkerton Road at this intersection, PA Title 75 (commonly referred to as the PA Vehicle Code) §3353(a)(2)(iv) prohibits parking within 30 feet of a stop sign.

Pavement markings on Marietta Avenue at this location appear in fairly good condition with the exception of recent street openings which deleted a portion of the Marietta Avenue crosswalk. Pavement markings on Pinkerton Road are in poor condition. The crosswalk is faded and has been deleted in multiple locations due to recent street openings and the roadway is lacking a yellow center line.

Marietta Avenue is approximately 31 feet wide with 11.75 ft travel lanes and a 7.5 ft parking lane. Travel lanes on Marietta Avenue are separated by a solid double-yellow line. It should be noted that the parking lane is approximated due to an absence of white fog line or other delineating markings. Pinkerton Road is approximately 26.5 ft at it's closest to Marietta Avenue, however, it measures just 22 ft wide just a few feet South of the intersection. There are no turn lanes at this intersection.

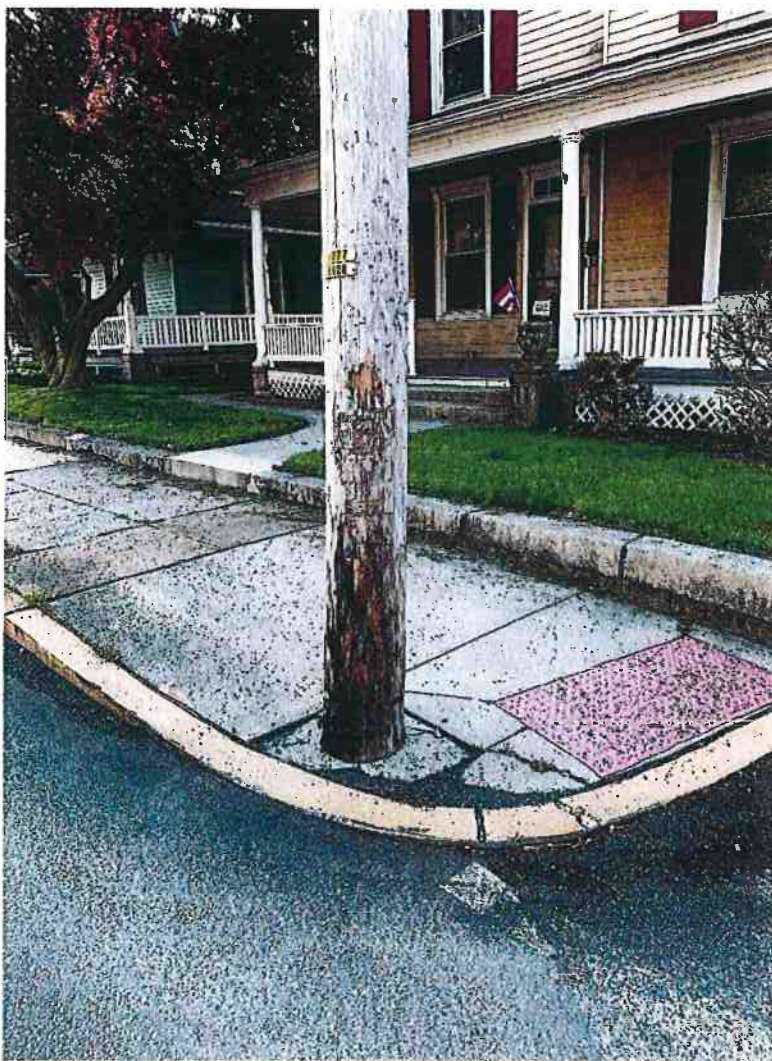
There is a 8 ft wide raised concrete sidewalk on the North side of Marietta Avenue and a 7 ft raise concrete sidewalk on the South side. There are sloped ramps on each corner of the intersection. There is no sidewalk on Pinkerton Road, however a sidewalk is planned to be installed soon on the West side of Pinkerton Road. Two corner's radii were approximated as follows: The curb radius of the SE corner is approximately 4 ft, and the curb radius of the SW corner is approximately 8 ft.



There are fixed objects at multiple places within the sidewalks at this intersection. There is a utility pole on the southeast corner near the curb-line. There is also a short retaining wall which borders the sidewalk on Marietta Avenue then extends South at this corner. There are street signs at both North corners of this intersection.

#### Evidence of Infrastructure Damage and Hazards

Prior crash reports and reports of property damage at this location combined with evidence of vehicle encroachment at all four corners of this intersection indicates that heavy trucks are having difficulty in negotiating the turning movements.



*Figure 2: Utility pole on SE corner has visible damage consistent with being struck by heavy trucks. Sidewalk and curbing also displaying significant wear due to the weight of heavy trucks*





Figure 3: Curb and sidewalk on SW corner shows evidence of being traversed by vehicle traffic. Not only is this a safety hazard to pedestrians, but photo also indicates that the curbing is suffering from the weight.

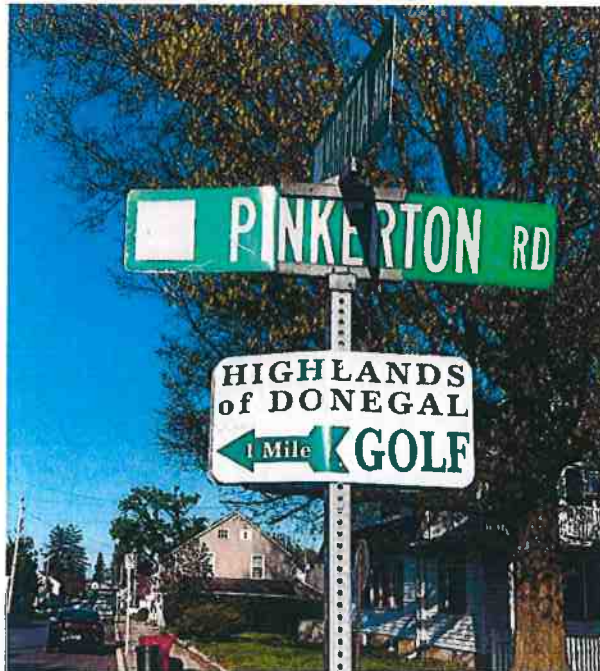


Figure 4: Street sign on NE corner shows damage from being struck by the rear overhang of large trucks as they attempt a wide left turn onto Pinkerton.

In addition to the above, there were locations where tire-rubbing was present along the curbing at both the NE and NW corners. Over time, repeated contact by heavy trucks will cause premature deterioration of the curbing at these locations.

### Making the Turn

When a vehicle makes a turn, the rear wheels will track on the inside at a tighter radius than the front wheels. This is known as off-tracking. For passenger vehicle and light trucks, off-tracking rarely poses a problem, however, heavy trucks and buses are inherently larger, both in width and wheel base, and therefore require additional space to successfully negotiate a turning movement. Articulated vehicles such as a truck tractor and semi-trailer (commonly tractor-trailer) also require additional space due to the sweeping movement of the trailer. The difference between the tracking of the front steering wheels and the rear-most wheels is the *off-tracking distance* ( $d_{ot}$ ).

Luckily, the American Association of State Highway and Transportation Officials (AASHTO) provides us with some exemplary design vehicles where the minimum turning radius is already calculated and published. The AASHTO recommends the use of the following design vehicles where a local road intersects a state highway:

from	onto	design vehicle
Local road	State highway	WB-67 (Tractor Trailer)
		S-Bus-36 (Conventional School Bus)

The minimum center turning radius for WB-67 is 41 ft and for S-Bus-36 is 35 ft. For comparison, the minimum center turning radius is 21 ft. The placement of the center turning radius can best be shown in the figure below:

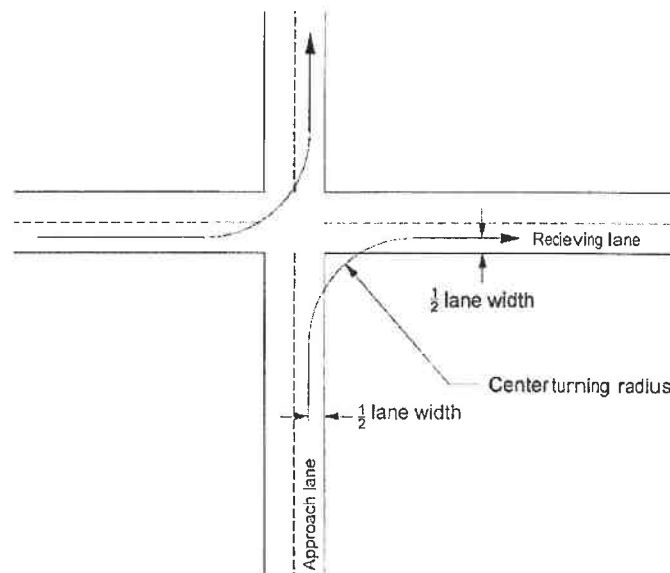


Figure 5: Iowa Dept of Transportation depiction of center turning radius overlay.

If we overlay the center turning radius of the S-bus-36 onto our intersection where the school bus would be turning from northbound Pinkerton Road to eastbound Marietta Avenue, then the approximate distance of the center of the front axle to the curb-line at the corner is nearly 0 ft (see fig 6 below). Using the following SAE equation where the wheelbase ( $wb$ ) is 21.2 ft, the trackwidth ( $tw$ ) is 8 ft, and the turning radius of the outside front wheel ( $t_{ro}$ ) is 39 ft, we can find the additional space needed for the rear wheels ( $d_{OT}$ ):

$$d_{OT} = \sqrt{wb^2 + \left( \sqrt{t_{ro}^2 - wb^2} - \frac{tw}{2} \right)^2} - \sqrt{t_{ro}^2 - wb^2} + \frac{tw}{2}$$

$$d_{OT} = \sqrt{21.2^2 + \left( \sqrt{39^2 - 21.2^2} - \frac{8}{2} \right)^2} - \sqrt{39^2 - 21.2^2} + \frac{8}{2}$$

$$d_{OT} = 6.9 \text{ ft}$$

Considering what we know about the larger dimensions and increased distance of off-tracking when analyzing tractor trailers, further calculations are not necessary to determine the obvious; the tractor trailer will not be able to negotiate this turn without encroaching on the opposing lanes of travel and sidewalk. However, further calculations could be completed using the following equation which will calculate the off-tracking distance of an articulated vehicle:

Where  $wb_{TT}$  is the wheelbase of the truck tractor,  $wb_{ST}$  is the wheelbase of the semi-trailer measured from the kingpin to the rear-most axle, and  $ko$  is the kingpin offset, we can also calculate the off-tracking distance of any articulated vehicle where the radius path of the front axel ( $r_f$ ) is known:

$$d_{OT} = r_f - \sqrt{r_f^2 - wb_{TT}^2 + ko^2 - wb_{ST}^2}$$

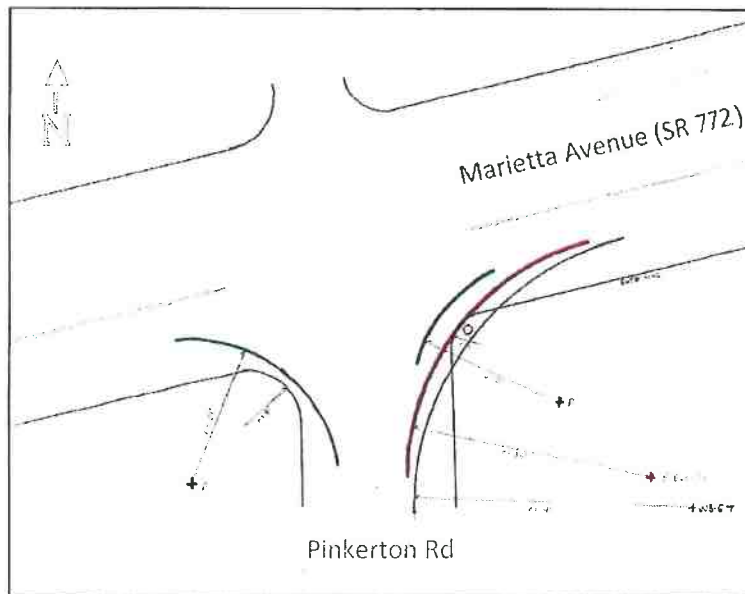


Figure 6 Legend	
<span style="display:inline-block; width:15px; height:15px; background-color:green; border:1px solid black;"></span>	Passenger Vehicle (P)
<span style="display:inline-block; width:15px; height:15px; background-color:orange; border:1px solid black;"></span>	School Bus (S-Bus-36)
<span style="display:inline-block; width:15px; height:15px; background-color:red; border:1px solid black;"></span>	Truck Tractor

Figure 6: Overlay of turning radii at the study intersection. Shown to scale in Attachment A

### Practical Observations

Based on observations from local residents and workers who are familiar with this intersection, it is apparent that heavy trucks, specifically truck-tractor/semi-trailer combinations, find it difficult to successfully negotiate turning movements within this intersection. This is further substantiated by evidence of damage as explained above as well as reports taken by police of property damage.

### Recommendations

Based on the volume of heavy truck traffic on Marietta Avenue and the existing (and planned) infrastructure, it is obvious that heavy truck traffic will continue to damage the existing intersection as well as pose a significant hazard to pedestrians and other users of the highway transportation system.

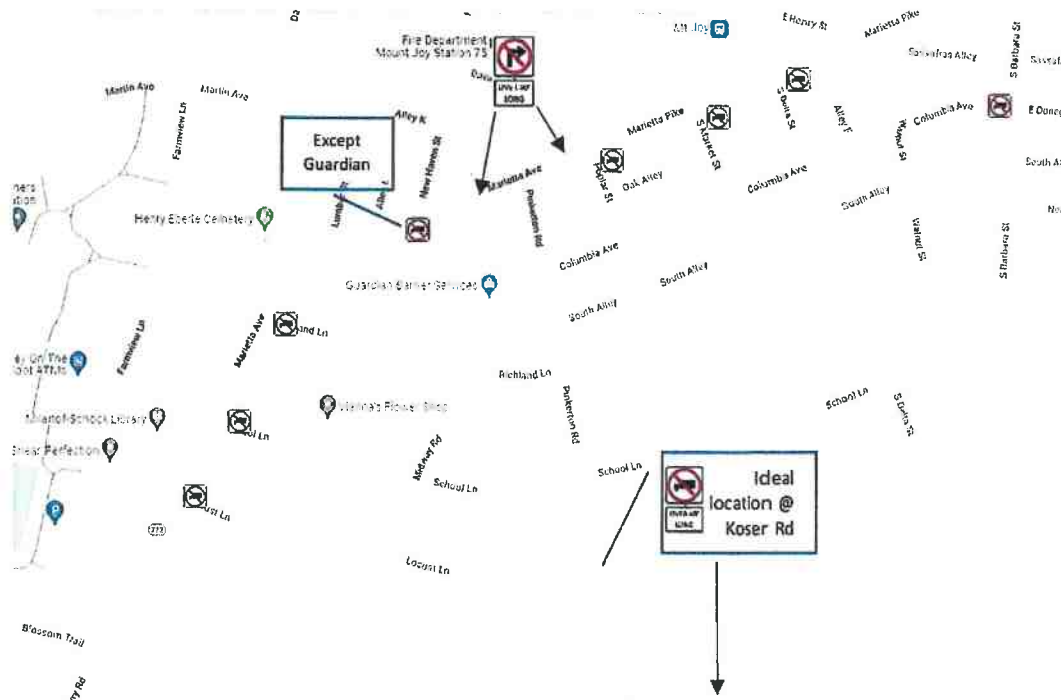
Therefore, the following change is recommended:

Consider restricting the length of vehicles traveling on Pinkerton Road. Considering that heavy truck traffic could utilize Marietta Avenue and New Haven Street as an alternate route to businesses on Pinkerton Road, this is a viable option.



The above signs would restrict the length of vehicular traffic that would attempt to negotiate the turning movements at the study intersection. The sign on the left which restricts turning would be placed along Marietta Avenue for both directions. The sign on the right which prohibits truck traffic on a road would be placed on Pinkerton Avenue prior to the approach of the study intersection. Ideally, this would be placed on Pinkerton Road at the intersection of Koser Road, however, this would require multijurisdictional cooperation.

Additional signs prohibiting truck traffic would need to be posted at other streets which feed the surrounding neighborhoods to prevent restricted vehicles from utilizing residential side-roads which are not typically designed to accommodate heavy truck traffic. Note the suggested locations for signage in the map below:



In addition to the installation of signage, notification would need to be made to appropriate mapping companies. This notification would facilitate the update of heavy and commercial truck-specific GPS systems.

The following options were considered, however, are likely impractical:

1. Reconstruct the southeast and southwest corners of this intersection to provide additional turning space for heavy trucks. The current location of residential buildings and sidewalks along with the proposed sidewalk installation will likely render this solution infeasible.
2. Installation of a stop bar on Pinkerton Road. A stop bar designed to increase turning space on Pinkerton Road cannot be realistically installed for the following reason: Current residential structures severely limit sight distance available even at the current location of the stop sign. In addition, a stop bar would not prevent heavy trucks from encroaching into opposing lane on the state highway.
3. Increased "No Parking" areas on Marietta Avenue may assist heavy truck traffic with negotiating the turns, however this would only allow more space and time that a heavy truck would be occupying the opposing lane to complete the turn. It should be noted however, that this option may facilitate maneuvering by single unit vehicles such as school busses.
4. Prohibit all parking on Marietta Avenue in order to change lane sizes on Marietta Avenue. This option would provide additional space for heavy vehicles, however it would likely still not



provide a solution to large articulated vehicles (tractor trailers). This option would also decrease parking for area residents in an area where there is already limited availability.

5. Consider limiting traffic on Pinkerton Road to one direction only. Using the calculations above, this option would allow the space needed for a large single-unit vehicle (ie: school bus, box truck, etc) to complete the required turning movements, however, considering that tractor trailers currently utilize all available lanes (including the parking lane) and still cause damage to the intersection, this would not be a viable option for those vehicles.



## References

- Daily, J., Shigemura, N., & Daily, J. (2016). Appendix A: off-tracking in low speed turns. In *Fundamentals of traffic crash reconstruction* (7th ed., Vol. 2, pp. 726-731). Institute of police technology and management.
- Intersection design vehicle* (Design Manual Chapter 6; Report No. 6A-2). (2014, January 15). Iowa Department of Transportation.  
<https://www.iowadot.gov/design/dmanual/06a-02.pdf>
- Russell, C. G. (2018). SAE equation for single unit/non-articulated vehicles. In *Equations & formulas for the traffic accident investigator & reconstructionist* (24.6 ed., p. 192). Unpublished.
- Vehicles, 75 Pa. Cons. Stat., § 3353(a)(2)(iv) (Thomson Reuters 2022).

## ARTICLE II

### NOISE AND OTHER NUISANCES

(Adopted 11-10-1980 by Ord. No. 416 (Ch. 2, Part 2, of the 1992 Code of Ordinances)

#### **§ 92-16. NOISE NUISANCES PROHIBITED; EXCEPTIONS [Amended 5-7-2001 by Ord. No. 564]**

- A. Legislative intent. Uncontrolled or excessive noise from animals is detrimental to the physical, mental and social well-being of the residents of Mount Joy Borough. Uncontrolled and particularly incessant barking of dogs or the making of noises from other animals can result in stress to people who are within audible range of the noise. Such stress can and does adversely affect the health of such individuals and interferes with the peaceable enjoyment of the property on which they reside. The purpose of this section is to promote the public health, safety and welfare by making it unlawful to permit an animal to create such an offensive situation by barking or otherwise creating detrimental noise.
- B. Animal noise nuisances prohibited. It shall be unlawful within the Borough for any person to own, possess, control or harbor any animal which makes noise continuously or repeatedly for a period of at least 15 minutes or makes noise intermittently for 1/2 hour or more to the disturbance of any person any time of the day or night, regardless of whether the animal is physically situated in or upon private property. Such noise shall be considered a nuisance and shall be unlawful. Notwithstanding the foregoing, animal noise shall not be considered a violation of this section if one of the exceptions set forth in Subsection C apply.
- C. Exceptions. The following shall not be considered unlawful under this section:
  - (1) Noise made by farm animals located on farms which constitutes agricultural operations protected from nuisance suits by Right to Farm Law <sup>1</sup> or any similar legislation now in force or hereinafter enacted to protect farm operations from legal actions which have the effect of restricting lawful agricultural operations.
  - (2) Barking or other noise made by dogs or other animals in response to a person who is trespassing upon private property in or upon which the animal is lawfully situated or if the noise is made in response to an unlawful physical assault upon the dog or other animal or upon a person lawfully on the property on which the dog or other animal is situated. By way of illustration, but not limitation, this exception does not apply to noises made in response to a person walking, running or being present on a sidewalk intended for the public or within the public right-of-way of any road, regardless of whether the animal may perceive the presence of such person as being intrusive or alarming.

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1. Editor's Note: See 3 P.S. § 951 et seq.

(3) Barking or other noises made by dogs or animals located in a kennel, veterinarian's office or other similar lawful place of business, provided that the operator of the facility has adopted and implemented reasonable policies to avoid adverse impacts to the occupants of neighboring properties, such as, by way of illustration but not limitation, installing or constructing buffers between the location of animals and affected neighboring properties, the placement of loud animals indoors or the refusal to accept, on other than an emergency basis, animals which have previously created noise problems for the operator.

**§92-17. Defiling or defecating on property prohibited; removal of feces.**

It shall be unlawful for the owner, handler, custodian or keeper of any dog to allow such dog under their control to defile or defecate on any sidewalk, walkway or the property of another. It shall be the duty of the person in control of a dog which defecates on any sidewalk, walkway or property of another to promptly clean up and remove all feces discharged and to dispose of such feces in a lawful and sanitary manner.

**§ 92-18. Animals running at large; *leash requirements*; seizure and boarding fees. (Added 2-4-2008 by Res. No. 4-08)**

The following fees shall be imposed upon the owners or caretakers of dogs running at large within the Borough.

- A. *It shall be unlawful for the owner or person having custody of any animal or the parent or guardian of any minor owning or having custody of any animal to allow the animal to go beyond the boundaries of their premises or to run at large over the streets or public ground or upon the property of anyone other than the owner or person having custody of such animal. It shall also be unlawful for the owner or person having custody of such animal to permit such animal to pose a danger to pedestrians using adjacent sidewalks and streets.*
- B. *It shall be the duty of the owner, custodian or keeper of any dog traveling on the streets or public grounds to have the animal on a leash at all times.*
- C. Boarding fee for dogs held more than two hours at a Borough facility: \$15.
- D. Seizure fee: \$15.
- E. When a dog owner claims a dog held at a Borough facility, the dog owner shall pay all charges due and owing to the Borough in full prior to the release of the dog to the owner.
- F. When a dog has been transferred to the Humane League or other kennel operator designated by the Borough, the dog owner shall be billed \$50 by the Borough, in addition to all other charges due and owing for the seizure of the dog and for the time the dog has been boarded at a Borough facility. Charges shall be due and payable within 10 days of receipt of an invoice from the Borough.<sup>2</sup>

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2. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I.).

#### **§ 9-19. Enforcement**

The Mount Joy Borough Police Department shall be charged with the responsibility to enforce the provisions under this article and shall perform all other duties which may be prescribed by the Borough Council.

#### **§ 9-20. Violations and Penalties. (Amended 9-14-1992 by Ord. No. 497)**

Any person who shall violate any provision of this article shall, upon conviction thereof, be sentenced to pay a fine not exceeding \$600 and costs and, in default of payment thereof, shall be subject to imprisonment for a term not to exceed 30 days. Each day that a violation of this article continues shall constitute a separate offense.

#### **§ 92-21. Additional Remedies**

In addition to any other remedies provided in this article, any violations of the provisions of this article shall constitute a nuisance and may be abated by the Borough of Mount Joy by seeking equitable relief from a court of competent jurisdiction.

#### **§ 92-22 through § 92.31. (Reserved)**

**Mount Joy Borough**

**&**

**Mount Joy Borough Police Officers Association**

**Contract**

**January 1, 2022**

**Through**

**December 31, 2025**

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## ARTICLE 1: RECOGNITION

- A. Mount Joy Borough (Borough) recognizes the Mount Joy Borough Police Association (Association) as the exclusive collective bargaining representative for police employees within the bargaining unit in accordance with Act 111 and as certified by the Pennsylvania Labor Relations Board in Case No. PF-R-82-18-E. The term "employee", when used in this agreement applies to all full-time and regular part-time police employees within the bargaining unit but excludes the Chief of Police.
- B. No agreement which alters any of the terms and conditions made herein shall be made with any employee or group of employees by the Borough or any of its agents as representatives, unless it has been made and agreed to in writing by the Borough and the Association.

## ARTICLE 2: WORKWEEK AND OVERTIME

- A. The regular work-period for each full-time employee shall be eighty (80) hours per two (2) week payroll period. It is understood and agreed that this paragraph shall not be construed as to guarantee a minimum of eighty (80) hours per two (2) week payroll period for any employee.
- B. For all work scheduled and performed in excess of the hours established for any daily work shift, in excess of eighty (80) hours in any two (2) week payroll period or for any other work shift other than those regularly scheduled by the Borough, except for changes in the regular schedule not made by the Borough, full-time employees shall receive compensation at the rate of one and one half (1 ½) times per their hourly rate of pay. Overtime offered to full-time employees will be done on a rotation basis from the list of employees first established on a seniority basis. Only in cases of investigative assignments involving overtime, the Chief of Police retains the right to assign any officer, regardless of seniority or position on the rotating list, at his discretion. Sergeants shall not be assigned to the same platoon with the exception of overtime or special events.

- C. Full-time employees may, in lieu of overtime compensation earned in accordance with Paragraph B of this Article, take compensatory time at a rate of one and one half (1 ½) times the amount of time worked as overtime. Compensatory time off may be accumulated by an employee entitled to such time to a maximum of one hundred twenty (120) hours at any one time. Any compensatory time off not used by an employee by the end of the calendar year shall be carried over. In the event an officer accumulates compensatory time in excess of the limits established, by the Fair Labor Standards Act (FLSA), the Borough will pay the officer compensatory time at the appropriate rate of one and one half (1 ½) times per their hourly rate of pay. Compensatory time may be taken anytime as long as it does not create a shortage in coverage or create overtime. Compensatory time off shall be offered to part-time employees based on seniority or then will be covered by full-time employees, who are not permanently assigned to the schedule rotation, as part of their regular workweek. In the event this compensatory time is still not covered, this time shall then be offered to full-time employees based on seniority. Any full-time employee who works the compensatory time off for another employee shall be paid at the rate of one (1) time his pro-rated salary for each hour worked or may take compensatory time at one (1) times the hours worked. Compensatory time off may only be taken with the approval of the Chief of Police or his designee. Parties agree that the Borough will reimburse the employee for any unused compensatory time upon retirement or separation.
- D. Overtime pay shall be included with the regular paycheck for that payroll period in which the overtime is worked.
- E. Scheduling: The Borough agrees that the work schedule shift format and rotation in place cannot be amended, changed or altered without the consent and agreement of both the Borough and the Association. Each year, on or before November 1<sup>st</sup>, the Chief of Police will offer each employee by seniority to pick his/her shift assignment for the next calendar year. When no vacancies exist in the schedule, the officers in the new position will work 1600 hours to 0400 hours. The Borough may reschedule the 1600 hours to 0400 hours work schedule, shift format and rotation with thirty (30) days written notice to the Association. When a regular platoon officer takes leave (vacation, training military, etc.); then the officer in the new position would fill that officer's shift, within the same scheduled day. If a regularly assigned platoon officer has an extended absence from work, then one of the additional officers would move to that officer's rotation until he/she returns. Regular platoon shift should be defined as follows:



**1<sup>st</sup> Platoon**

**Shift A: (0600 to 1800)**

	SUN	MON	TUES	WED	THURS	FRI	SAT
WEEK 1		0600-1800	0600-1800			0600-1800	0600-1800
WEEK 2	0600-1800			1600-0200	1600-0200		

**Shift B: (0600 to 1800)**

	SUN	MON	TUES	WED	THURS	FRI	SAT
WEEK 1		0600-1800	0600-1800			0600-1800	0600-1800
WEEK 2	0600-1800			2000-0600	2000-0600		

**Shift C: (1600 to 0400)**

	SUN	MON	TUES	WED	THURS	FRI	SAT
WEEK 1		1800-0400	1800-0400			1600-0400	1600-0400
WEEK 2	1600-0400			1800-0600	1800-0600		

**Shift D: (1800 to 0600)**

	SUN	MON	TUES	WED	THURS	FRI	SAT
WEEK 1		1800-0600	1800-0600			1800-0600	1800-0600
WEEK 2	1800-0600			0600-1600	0600-1600		

**Shift E: (1800 to 0600)**

	SUN	MON	TUES	WED	THURS	FRI	SAT
WEEK 1		1800-0600	1800-0600			1800-0600	1800-0600
WEEK 2	1800-0600			0800-1800	0800-1800		

## 2<sup>nd</sup> Platoon

### Shift F: (0600 to 1800)

	SUN	MON	TUES	WED	THURS	FRI	SAT
WEEK 1	0600-1800			1600-0200	1600-0200		
WEEK 2		0600-1800	0600-1800			0600-1800	0600-1800

### Shift G: (0600 to 1800)

	SUN	MON	TUES	WED	THURS	FRI	SAT
WEEK 1	0600-1800			2000-0600	2000-0600		
WEEK 2		0600-1800	0600-1800			0600-1800	0600-1800

### Shift H: (1600 to 0400)

	SUN	MON	TUES	WED	THURS	FRI	SAT
WEEK 1	1600-0400			1800-0600	1800-0600		
WEEK 2		1800-0400	1800-0400			1600-0400	1600-0400

### Shift I: (1800 to 0600)

	SUN	MON	TUES	WED	THURS	FRI	SAT
WEEK 1	1800-0600			0600-1600	0600-1600		
WEEK 2		1800-0600	1800-0600			1800-0600	1800-0600

### Shift J: (1800 to 0600)

	SUN	MON	TUES	WED	THURS	FRI	SAT
WEEK 1	1800-0600			0800-1800	0800-1800		
WEEK 2		1800-0600	1800-0600			1800-0600	1800-0600

- F. Officers shall be compensated a minimum of two (2) hours from start of work when called in or reporting for duty. Time will start at time of call out. Consultations with on-duty supervisor will be excluded if they are only by telephone. Call for assistance with language translation shall be included and also compensated as a minimum of two (2) hours overtime.

### ARTICLE 3: LONGEVITY

In addition to basic wages specified herein, each full-time employee shall be entitled to compensation based upon their length of police service to the Borough in accordance with the following provision: Upon completion of five (5) years of full-time police service to the Borough, a lump sum of \$500.00 is payable at the first payroll in July for each employee that a payment is due. For each additional year of full-time service to the Borough, an additional sum of \$100.00 per year shall be added to said longevity payment until a maximum amount to be paid annually of \$2,500.00 is reached.

### ARTICLE 4: UNIFORMS

- A. The Borough shall provide each employee with a set of uniforms and related items in accordance with a standard issue of uniform items to be determined by the Borough. Such items are to be used only in connection with police service to the Borough. The Borough may, at its sole discretion, repair or replace, upon request by an employee, any uniform item no longer fit for service. Such item, if deemed to be unsuitable for service, shall be returned to the Borough and the Borough shall authorize the purchase of a replacement item in kind.
- B. The Borough shall pay for the cleaning of all uniform items in accordance with rules and regulations to be determined by the Borough.
- C. All uniforms and related items issued by the Borough are of the property of the Borough and shall be returned to the Borough upon termination of employment.
- D. Any employee assigned to perform duties in civilian clothes for thirty (30) days or more in any fiscal quarter shall receive a supplemental payment of \$175.00 for each quarter involved to a maximum of \$700.00 for each contract year as a clothing/uniform allowance.

### ARTICLE 5: TRAINING

- A. Employees may request leave with pay for attendance at schools and other training sessions that will enhance the proficiency of the employee in his service to the Borough. Each request for leave shall be submitted in writing to the Chief of Police and shall be judged on its own merits. Each request shall require the express approval of the Chief of Police who may, upon request, reimburse an employee for expenses incurred at such training. Expenses may include, but need not be limited to, lodging, meals, transportation, tuition, training fees and the cost of books and supplies.

- B. Any employee hired after the commencement of this agreement, who subsequently attends the municipal police training course as mandated by Act 120 of 1974, shall be obligated to perform the following minimum number of hours of service for the Borough after the completion of such training: Full-time employees – 2,000 hours; Part-time employees – 500 hours. Any employee who shall fail to perform the minimum hours of service, shall be required to reimburse the Borough for actual expenses incurred by the Borough in said employee's Act 120 training. Reimbursement shall not include vacation or any other paid leave.
- C. To the provisions hereinbefore set forth, the Borough agrees that the Association shall not be liable for money damages to the Borough should reimbursement plan detailed in this Article be declared illegal or null and void.
- D. Full-time employees of the Borough may request application and approval for fifty percent (50%) tuition reimbursement or one hundred percent (100%) for up to one course per semester or term, provided the course work is part of a degree or diploma program related to work performed with the Borough. Employees must receive a "C" grade to receive reimbursement for fifty percent (50%), or employees must receive a "B" grade to receive reimbursement for one hundred percent (100%). A maximum of six (6) credits or two (2) courses per year is permitted. Termination of employment for any reason within two (2) years will require the officer to reimburse the Borough for all tuition reimbursements within the previous two (2) years of termination of employment. Requests shall be directed to the Chief of Police for initial review and approval or rejection.

#### ARTICLE 6: HOSPITALIZATION, LIFE AND DISABILITY INSURANCE

- A. Each full-time uniform Police employee and his or her dependents shall be entitled to hospitalization insurance including major medical coverage as defined by the 2018 Capital Blue Cross insurance policy whose terms are incorporated by reference. New employees shall be eligible for health care coverage at the start of their first scheduled shift. Premiums for said hospitalization insurance will be paid by the Borough, with employee contributions in accordance with the following schedule.

	Single Coverage	Family Coverage
2022	\$68.00	\$80.00
2023	\$68.00	\$80.00
2024	\$68.00	\$80.00
2025	\$68.00	\$80.00

Contribution amounts will be a payroll deduction on a bi-weekly (two week) pay period. The uniform Police employees will contribute the above listed amounts over the four-year term of this contract and the above contributions will not increase or decrease.

If, however, a uniformed employee feels the need to "opt out", they may, providing the policy in effect allows it.

Employees shall be solely responsible for the total amount of the annual \$250.00 deductible for singles and \$500.00 deductible for families. Employee payment of fixed dollar co-payments, premium share, drug plan co-payments or co-insurance amounts shall not be included in the employee's satisfaction of the annual deductible amount. Employees selecting services from out-of-network providers (as determined by the healthcare plan documents) shall pay the applicable deductible and co-insurance percentage of the provider's charge as set forth in the health care plan document.

- B. Each full-time police employee and his or her dependents shall be entitled to dental and vision coverage as defined by the dental and vision insurance plans in force on January 1, 2018. The Borough shall pay premiums for said dental and vision insurance.
- C. Each full-time police employee shall be entitled to life insurance coverage in the amount of \$45,000.00 for which the Borough shall pay all premiums and related administrative expenses. The policy shall provide accidental death and dismemberment benefits.
- D. Disability income insurance coverage for each full-time police employee shall be provided and shall equal fifty percent (50%) of base pay for loss due to non-occupational accident or sickness. Said insurance shall have a benefit until the employee reaches age sixty-five (65) and shall have an elimination period of seven (7) days for illness and zero (0) days for an accident. Unused sick leave, accrued vacation, holidays or personal days may be used to cover any elimination period.
- E. Each full-time police employee shall have an annual allowance of \$750.00 for reimbursement for expenses incurred for vision care, orthodontic care or other dental procedure not covered under the dental insurance plan for the employee or his or her dependents. Employee shall submit proof of expenses incurred to the Borough for reimbursement.

- F. Each single full-time police employee shall have an annual HRA allowance of \$1,250.00 and employees with family coverage \$2,500.00 for reimbursement for expenses incurred for prescriptions and office visit co-pays. There shall be no split in the HRA which shall be 100% responsible for qualifying expenses up to the \$1,250.00 (single) or \$2,500.00 (family) limit per officer. Employee shall submit proof of expenses incurred to the Borough for reimbursement. Capital Region Benefits (CRB) will be the third-party administrator for the officers' HRA's. Requests for HRA reimbursement shall only be made when they aggregate \$25.00, but all reimbursements shall be made by December 31 of each year, even if the balance due is less than \$25.00. Requests for reimbursement for expenses incurred in a calendar year shall be made as soon as possible after the end of that calendar year.
- G. The Borough shall have the right to change medical coverage upon giving reasonable notice to the Association and in working with at least two members of the Association changing health benefits to a new health plan that is as close as possible, provides benefits on the same level as the current plan while avoiding imposing additional costs on employees. The goal of any plan change would be to change to new more economical plan for the Borough that is in the Borough's view substantially similar to the existing plan and in the Association's, view is equal to or better. If the parties are unable to agree upon whether the Borough's proposed plan change is "substantially similar" or "equal to or better", the Borough may implement the plan change if it self-insures and compensates officers for any increased co-pays or deductibles resulting from the plan change. Should the Association challenge the plan change, it may file a grievance consistent with the Article 18, in which event it shall be the Borough's burden of proof to establish that the plan is equal to or better than the existing plan.

## ARTICLE 7: RETIREMENT

A. Whereas, the Borough of Mount Joy established by Ordinance enacted February 1, 1965, as amended from time to time, a Police Pension Fund; and Whereas, the Police Pension Laws of the Commonwealth of Pennsylvania provide that the Borough may, by resolution, adopt regulations concerning the administration of, and the calculation of amount to be paid from, the Fund; and Whereas the laws concerning the Police Pension Fund have been amended from time to time by the Legislature of the Commonwealth of Pennsylvania as reference to the said Act at 53 P.S. 761 et seq., Article VII, Police Pension Fund, will more fully reveal; and Whereas, the Borough of Mount Joy desires to amend provisions of its "Police Pension Plan Ordinance" in accordance with the provisions of the state Police Pension Fund Laws; Now therefore be it resolved by the Borough Council of the Borough of Mount Joy, Lancaster County, Pennsylvania as follows:

1. That the annual pension or retirement benefits payable from the Plan to any member or other person so entitled shall be calculated in accordance with 53 P.S. 771 in an amount equal to one-half of the average of the gross wages as reported on the W-2 for the last thirty-six (36) months of employment. W-2 for the last thirty-six (36) months shall include any lump sum payments of unused sick, vacation, or other accrued benefits limited to those benefits that were accrued during the thirty-six-month measuring period for Final Average Salary. Additionally, a service increment shall be provided to all Police Officers who retire under the terms of the Ordinance, which increment shall equal one hundred dollars (\$100.00) per month for each year of completed service beyond twenty-five (25) years; provided, however, that said service increment shall not exceed a total of one hundred dollars (\$100.00) per month. This benefit is provided in addition to the above noted monthly pension benefit.

2. A cost-of-living increment shall be provided to retired officers and the increment shall be set at three percent (3%) provided that such increment shall not exceed the percentage increased in the Consumer Price Index (U.S. city average for all urban consumers, all items) from the year in which the police officer receiving the increment last worked. Provided that: (a) In no case may the total police pension benefits exceed seventy-five percent (75%) of the retired officer's salary for computing retirement benefits; (b) The retired officer's total cost of living increase shall not exceed thirty percent (30%); and (c) No cost of living increase shall be granted which could impair the actuarial soundness of the Police Pension Fund.
3. That "the vesting of benefits" shall occur upon satisfactory completion of twelve (12) years of service with the Police Department of the Borough of Mount Joy, and all of the provisions of 53 P.S. 771 concerning vesting of benefits are incorporated herein by reference as if set forth in full.
4. That in the event of a death of an active member of the police force who would have been entitled to a pension had he retired at the time of his death, or in the event of the death of a retired member of the police force who is receiving or is entitled to receive a pension, a pension equal to fifty percent (50%) of the pension received or to be received by the deceased member shall be paid to the following persons: (a) To the surviving spouse of the deceased member until his or her death; or (b) If no spouse survives the deceased member, or if the surviving spouse subsequently dies 'barriers in equal shares to such children of the deceased member who are under age 18 or, if attending college, under age 23, with each child's share of the deceased member's pension terminating when that child attains age 18. (See 53 P.S. 787) or, if attending college, under age 23. For purposes of this paragraph, "attending college" means registered at an accredited institution of higher learning and carrying a minimum course load of seven hours per semester.
5. That based upon an actuarial study performed in accordance with the provision of 53 P.S. 769 by Principal Financial Group, 711 High Street, Des Moines, Iowa 50309, and further, pursuant to the provisions of 53 P.S. 769, a member of the Mount Joy Borough Police Department who has served an aggregate of twenty-five (25) years in the Borough Police Department shall have the right to retire from active duty at the age of fifty (50) years and be eligible at that time to receive the pension benefits from the Plan calculated in accordance with State Law and the provisions of the Mount Joy Borough Police Pension Plan as the same may be established by ordinance and this Resolution and as amended from time to time.



6. That all other items, provisions and conditions of this Police Pension Ordinance of the Borough of Mount Joy enacted February 1, 1965, and prior amendments thereto not inconsistent with any provisions of this Resolution shall remain in full force and effect.
  7. That in all other respects, all of the terms, provisions, and conditions of 53 P.S. 761, et seq., Article VII, Police Pension Fund, are incorporated herein by reference as a part of the Police Pension Plan of the Borough of Mount Joy, Lancaster County, Pennsylvania with the intent that the same shall be interpreted and applied liberally to the benefit of the members of the Mount Joy Borough Police Department.
  8. If an officer dies in the line of duty, and such officer is survived by a spouse or by children as set forth in Paragraph A, 4 above, such surviving spouse or children shall be entitled to a survivor's benefit equal to one hundred percent (100%) of the officer's salary as of the date of the officer's death until such surviving spouse dies or until such child attains the age of 18 or, if attending college, attains the age of 23. Notwithstanding the foregoing, as long as the Commonwealth of Pennsylvania provides this killed in service benefit under Act 51 of 2009 or similar statute, the Borough shall not be required to pay such benefit. It is the intention of the Borough and the Association that the Borough shall be responsible for providing this benefit only if the Commonwealth of Pennsylvania ceases to do so.
- B. The contribution rate by full-time police employees to the retirement fund shall be reduced from three percent (3%) of pay up to Social Security base to no contribution beginning January 1, 1985, provided an actuarial study shows that the condition of the Police Pension Fund is such that payments into the fund by full-time police employees may be eliminated, and that if such payments are eliminated, the Borough will not be required to keep the fund actuarially sound.
- C. Monthly pension benefits shall have a zero (0) Social Security offset, beginning January 1, 1993.
- D. Effective January 1, 1993, the Borough authorizes the purchase of non-intervening military service by officers who are members of the Police Pension Plan up to a maximum of five (5) years of non-intervening service. Act 205 of 1990 contains requirements as to how the purchase price is to be computed, and the Act prohibits the receipt of credit for intervening and non-intervening military service for which a member is entitled to receive benefits under another retirement system funded by a governmental agency. Members who opt to purchase military service in the Pension Plan shall do so in accordance with Act 205 of 1990.

- E. The Borough agrees that at any time during the term of this agreement that if Act 600, 53 P.S. 773 or Act 205 of 1990 are amended, then negotiations between the Borough and the Association would reopen on those amendments only.
- F. Beginning January 1, 1999, each full-time employee hired before January 1, 2018, who becomes eligible to receive pension benefits under the provisions of this Article shall be eligible for continuation of coverage under the Borough's Hospitalization and Major Medical health care benefits in effect at the time of retirement for the retiree and his or her spouse, subject to the following conditions:
1. The retiree or his or her spouse is not employed by an employer who makes available health care benefits to its employees and their dependents and pays the full cost of the premium, regardless of the extent of the coverage of such a plan.
  2. The employee must notify the Borough at the time of retirement if he or she wishes to continue on the Borough's health care plan coverage on their self and their spouse. If the employee or their spouse elects not to continue on the plan, or becomes ineligible, said employee and their spouse shall be allowed to rejoin the plan at a future time until the employee and spouse each reach age sixty-five (65). A sixty (60) day advance written notice is required of any employee or their spouse intending to rejoin the plan. The employee may only rejoin the plan under the terms and conditions of the insurance plan in force at the time the employee and their spouse return to the insurance coverage.
  3. At the time, the employee and spouse each reach the age of eligibility for Medicare, Medicaid or similar government paid health care benefit, the Borough's coverage shall reduce to a Medicare supplement.
  4. This benefit shall apply only to full-time police employees and spouses of said employee who reach retirement or disability retirement.
  5. The retired employee shall annually, at the request of the Borough, submit a notarized affidavit attesting that all conditions in this Section have not occurred and that the retired employee and spouse are still eligible for said Hospitalization and Major Medical coverage.
  6. The retiree's spouse shall be included in the Borough's Hospitalization and Major Medical Health Care benefits at a monthly premium not to exceed one hundred and fifteen dollars (\$115.00).

7. Any full-time officer hired on or after January 1, 2014, but before January 1, 2018, shall be eligible for post-retirement health care coverage for a period of five (5) years following date of retirement. There shall be no post-retirement health care coverage of any type for employees hired on or after January 1, 2018.

G. Early Retirement Benefit: (Effective January 1, 2002) The Borough shall amend its current Police Pension Ordinance to provide for an early retirement benefit after 20 (twenty) years of continuous service, regardless of age, as authorized by Act 24 of 1998, codified as, 53 P.S. Section 771 (i), and specifically providing as follows: There is hereby established an early retirement benefit which shall be available to a member of the police force with twenty or more years of continuous service who terminates employment prior to the completion of superannuation retirement age and service requirements and who files a written application for an early retirement benefit with Borough Council. The early retirement benefit shall become effective as of the date of the application if filed with Borough Council or the date designated on the application, whichever is later, and shall be actuarial equivalent of a partial superannuation retirement benefit calculated as follows:

1. A partial superannuation retirement benefit shall be determined by applying the percentage that the member's years of service bear to the years of service that the member would have rendered had the member continued to be employed until his superannuation retirement date to the gross pension amount calculated using the monthly average salary during the appropriate period prior to this termination of employment.
2. The actuarial equivalent of the partial superannuation retirement benefit shall be determined by actuarially reducing the partial superannuation retirement benefit to reflect that it will commence on the effective date of the early retirement rather than on the date on which the member would have completed superannuation age and service requirements. The actuarial reduction shall be calculated using the actuarial assumptions reported in the last actuarial valuation report filed with the Public Employee Retirement Commission under the act of December 18, 1984 (P.L. 1005, No. 205), known as the "Municipal Pension Plan Funding Standard and Recovery Act" or "Act 205," 53 P.S. Section 895.101 et seq.

H. Upon retirement the employee could continue with life insurance policy provided by the Borough into retirement with the retired employee paying the premium.

- I. The Union may choose two (2) 457 Plan advisors for the 457 Plan sponsored by the Borough which is applicable to the Borough's Police Officers. The Borough shall also retain the right to select an advisor for the Plan. There shall be no more than three (3) financial advisors available to the Union members who participate in the Plan. The members of the Union shall have their choice of which advisor they use. The Parties further agree that this arrangement shall apply only to the 457 Plan sponsored by the Borough which is applicable to the Borough's police officers and not any other Plan sponsored by the Borough either for the police officers or for any other employee.
- J. As of January 1, 2022, officers who meet the superannuation age and service requirements for a regular age and service pension may enter the four (4) year DROP pursuant to the terms of the attached Exhibit "A" DROP plan.

#### ARTICLE 8: VACATION

- A. Each full-time police employee shall be entitled to an annual vacation leave according to the following schedule:
  1. Five (5) days following the completion of one (1) year of continuous service.
  2. Ten (10) days following the completion of two (2) years of continuous service.
  3. Fifteen (15) days following the completion of six (6) years of continuous service.
  4. An additional day of annual vacation leave shall accrue to each full-time police employee upon the completion of eight (8), ten (10), twelve (12) and fourteen (14) years of continuous service.
  5. Twenty (20) days following the completion of fifteen (15) years of continuous service.
  6. Twenty-five (25) days following the completion of twenty (20) years of continuous service.
- B. All vacation must be taken within the calendar year and cannot be carried over to the following year, except by express consent of the Borough.
- C. For purposes of this Article, one (1) day shall constitute one (1) scheduled work shift.

- D. The Borough shall be responsible for filling any vacancies created in the work schedule by full-time police employees taking vacation and holiday leave only where a full-time police employee has submitted a written vacation and holiday leave request at least thirty (30) calendar days in advance of the date or dates of proposed vacation and/or holiday leave. In the event a full-time police employee requests vacation and/or holiday leave less than thirty (30) calendar days in advance of the date or dates of said leave, the individual full-time police employee shall be responsible for finding a replacement to fill their vacancy in the work schedule, subject to the approval by the Borough of said replacement, at least forty-eight (48) hours before the beginning of the work shift to be filled. Should the Borough not approve the replacement suggested by the full-time police employee, it shall then be the responsibility of the Borough to fill the vacant work shift.
- E. No more than two (2) full-time police employees shall be allowed vacation and/or holiday leave on the same calendar day.
- F. Full-time police employees shall be given notice of vacation leave time available on or before December 1 of the preceding year for the next year's vacation leave time. Said employees shall then submit vacation leave requests by January 31 of that year; leave shall then be approved by seniority. Any remaining vacation leave time shall then be approved throughout the year on a first come first served basis.
- G. Vacation leave shall be taken in whole shift increments.

#### ARTICLE 9: HOLIDAYS & PERSONAL DAYS

- A. Effective January 1, 1996, and continuing thereafter, the following days shall be observed as holidays: New Year's Day, President's Day, Good Friday, Easter, Memorial Day, July 4<sup>th</sup>, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.
- B. Full-time police employees shall be compensated at the rate of one and one half (1 ½) times their hourly rate of pay for all hours worked on a designated holiday. All full-time police employees shall be compensated at a rate of two (2) times their hourly pay for all hours worked and classified as overtime hours on a designated holiday.
- C. Each full-time police employee shall be entitled to a compensatory day off for each designated holiday.

- D. Each full-time police employee shall be entitled to three (3) personal leave days per calendar year. Said personal leave days must be taken within the calendar year and cannot be carried over to the following year. One additional personal day shall be added for each employee's birthday. Personal Days may be taken in conjunction with vacation leave as specified until Article 8.
- E. For purposes of this Article, one (1) day shall constitute one (1) scheduled work shift.
- F. For purposes of this Article, a designated holiday shall be 0001 hours through 2400 hours on the calendar day of said holiday
- G. Holiday and Personal leave days shall be taken in whole shift increments.

#### ARTICLE 10: SICK LEAVE

- A. Twelve (12) days of sick leave shall be credited to each full-time police employee's account as of January 1 of each year. Sick leave may be accumulated up to a maximum of three hundred (300) days. For purposes of this Article, one (1) day shall constitute twelve hours for patrol officers and one (1) day shall constitute ten (10) hours for criminal investigators. Criminal investigators shall earn and use sick leave in the manner that they are regularly scheduled.
- B. Any new full-time police employee hired after January in any given year shall accumulate sick leave at the rate of three-quarters (3/4) of a day per month. At the first of the year following such employment, his account shall be credited with twelve (12) days for the ensuing year.
- C. The Borough may require that a full-time police employee present a certificate from a licensed medical doctor stating the nature of any sickness or injury that has caused said employee to be absent from work for a period of three (3) consecutive workdays. Any full-time police employee that utilizes a cumulative amount of thirty (30) sick leave days within any twelve (12) month period shall be required to provide medical documentation from the attending physician stating the nature of any sickness or injury that has caused said employee to be absent from work. The medical documentation shall be complete and to the Borough's satisfaction, to the extent of the employee signing a medical authorization providing release of the desired medical information.
- D. Absence due to injury resulting from the performance of a full-time police employee's duties for the Borough shall not be charged against a full-time employee's sick leave.

- E. At the time of retirement, the Borough will pay any full-time police employee for one-half (1/2) of the employee's accumulated sick leave. Payment shall be at the employee's regular rate of pay, and not be paid as overtime.
- F. Under the short-term disability period only, a full-time employee may buy back sick leave credit, when said employee returns to the Borough any short-term disability insurance payments received by the employee while on sick leave. Sick leave shall be credited by using the employee's pro rata hourly rate of pay.
- G. In each calendar year, full-time police employees may use up to five (5) sick days as "emergency" days. These days are for such things as family illness and other personal emergencies.
- H. Upon promotion or permanent change to the employee's duty assignment which alters the length of the employee's work day, the employee shall retain all accumulated sick time hours in excess of the new maximum accumulated amount. Once the accumulated sick time drops below the maximum amount the employee can only re-accumulate to the current maximum amount.

#### ARTICLE 11: BEREAVEMENT LEAVE

- A. Full-time police employees shall be entitled up to three (3) days paid leave because of a death in his immediate family. An employee shall only be paid for the time actually scheduled to be worked during said leave. The Borough may extend such leave with pay in its discretion as the exigencies of the case may warrant. Members of the immediate family shall be defined as mother, father, brother, sister, son, daughter, spouse, parent-in-law, or near relative who resides in the same household or any person with whom the employee makes his home.
- B. Full-time police employee shall be entitled to paid leave for the attendance on the day of a funeral for a near relative, provided the employee is actually scheduled to work on such date. The Borough may extend such leave with pay in its discretion as the exigencies of the case may warrant. A near relative shall be defined as grandparents, grandchildren, aunt, uncle, nephew, niece, son-in-law, daughter-in-law, brother-in-law, sister-in-law or first cousin.
- C. For purposes of this Article, one (1) day shall constitute one (1) scheduled work shift.

## ARTICLE 12: LIABILITY INSURANCE

- A. The Borough shall provide, at no cost to the employees, liability insurance whose purpose is to protect employees from personal financial loss due to any court awards or judgements made as a result of negligent acts or similar impropriety in the course of performing official duties as a police officer for the Borough. The Borough agrees to maintain coverage at current levels throughout the terms of this agreement, provided that such coverage shall not include an act of the employee that constituted an intended crime, actual fraud, actual malice or willful misconduct aforethought as proven by the Borough.
- B. The Borough shall provide legal representation for any employee who, as a result of activities undertaken by him in the course of performing official duties for the Borough, has had legal action taken against him which is not covered under the provisions of the liability insurance made reference to in Article XII, A. Each case shall be judged on its own merits and the employee shall have the right to recommend an attorney to represent his interests. The employee shall be given the opportunity to confer with the Borough on possible action to be taken in the settlement of any case. The Borough shall pay all legal costs, including but not limited to attorney's fees and court costs, that are incurred as a result of any such proceedings undertaken on behalf of the employee. The Borough agrees to maintain coverage at current levels throughout the terms of this agreement, provided that such coverage shall not include an act of the employee that constituted an intended crime, actual fraud, actual malice or willful misconduct aforethought as proven by the Borough.

## ARTICLE 13: COURT APPEARANCES

- A. Full-time police employees shall be compensated at the rate of one and one half (1 ½) times their hourly rate of pay for time spent in attendance at any court appearance in connection with police service to the Borough for hours other than those which are part of the employee's regular workweek.
- B. Regular part-time employees shall be compensated at their regular hourly rate of pay for time spent in attendance at any court appearance in connection with police service to the Borough during hours other than those which are part of the employee's scheduled work shift.
- C. Court shall include appearance before the Magisterial District Justice, the Court of Common Pleas in any County of the Commonwealth of Pennsylvania, or any Federal District Court.
- D. Full-time police employees attending any court appearance, as described in Paragraph A of this Article, shall receive a minimum of two (2) hours pay for an



appearance in Magisterial District Justice Court; and a minimum of four (4) hours pay for an appearance in any other court described in Paragraph C of this Article.

- E. Court stand-by pay: Full-time police employees shall receive four (4) hours of pay for each day the employee is placed on stand-by for a county court appearance by the District Attorney's office. Stand-by pay applies only those days in which an officer is not regularly scheduled to work and is placed on stand-by for court. The stand-by rate of pay is equal to that specified in Paragraph A of this Article.
- F. Any full-time employee would be paid for any scheduled workday on which the employee was serving jury duty.

#### ARTICLE 14: WAGES

- A. The salaries for full-time police employees shall be in accordance with the following salary schedule, which shall be effective January 1, 2022 through December 31, 2025.

Years of Service	2022	2023	2024	2025
1	\$65,113.00	\$67,392.00	\$69,751.00	\$72,192.00
2	\$71,654.00	\$74,162.00	\$76,758.00	\$79,444.00
3	\$77,211.00	\$79,913.00	\$82,710.00	\$85,605.00
4	\$83,673.00	\$86,601.00	\$89,632.00	\$92,769.00
Career	\$89,743.00	\$92,884.00	\$96,135.00	\$99,499.00
Detective	\$94,231.00	\$97,529.00	\$100,942.00	\$104,475.00
Sergeant	\$96,025.00	\$99,386.00	\$102,865.00	\$106,465.00

This salary schedule reflects a rank differential of five percent (5%) between Career and Detective and seven percent (7%) between Career and Sergeant.

- B. Any full-time police employee hired on or after October 1, in any given year, shall not receive a salary increase until January 1 of the year following completion one (1) year of continuous service to the Borough. Any full-time police employee hired prior to October 1, in any given year, shall be entitled to receive a salary increase on January 1 of the year following the inception full-time employment.
- C. It is understood and agreed by the Association and the Borough that a full-time employee shall not receive duplication or pyramiding of his/her pay rate on account of the aforesaid premium pay rates.

- D. The Chief retains the right to select, at his sole discretion, any officer for assignment to criminal investigation duties. Any officer so assigned shall receive an additional 5% pay increase during the time he or she is performing the criminal investigation duties. The Chief also retains the right, at his sole discretion, to remove any officer so assigned at any time for any reason. Upon removal from the assignment of criminal investigation duties, the officer shall no longer receive the additional pay increase. The assignment of criminal investigative duties or the removal from that assignment is not and shall not be construed as a promotion or demotion respectively. This section applies only to those regularly assigned to criminal investigations and not those officers assigned on a temporary or emergency basis.
- E. The Borough Council retains the right to select, at their sole discretion and for a time period determined by the Council an officer to serve as Acting Chief of Police. The Chief retains the right to select, at his sole discretion, for a time period determined by the Chief, any officer for assignment to criminal investigation duties or to the rank of Sergeant. During that assignment, the officer so assigned shall receive the rate of pay for the position which he or she is temporarily filling. The Borough retains the right to remove any officer so assigned at any time for any reason. Upon removal from the assignment, the officer shall no longer receive the higher rate of pay. The assignment to a temporary rank or the removal from that assignment is not and shall not be construed as a promotion or demotion respectively. This section applies only to those regularly assigned to the higher rank and not those officers assigned on a period of less than fourteen (14) days.

## ARTICLE 15: SECONDARY EMPLOYMENT

- A. No employee shall be denied the right to work at other employment during non-duty hours. Non-duty hours shall be all hours not previously assigned on the work schedule. It is understood and agreed that the employees are subject to be called into service by the Borough in the event of emergency; and employees shall immediately report for duty when requested. It is further agreed that the terms and conditions of the following secondary employment policy will take effect January 1, 1993; that any employee engaged or who becomes engaged in any secondary employment shall comply with said policy. The purpose of this secondary employment policy is to promote the general welfare of the Borough, its employees and residents and to insure compliance with applicable state laws and regulations by members of the Police Department.
  - 1. No employee shall engage in any secondary employment during the hours, which such employee is on duty.

2. No employee shall engage in any secondary employment involving the sale, manufacture and/or distribution of alcoholic beverages.
3. No employee shall engage in any secondary employment, which involves or may involve the use of Borough owned facilities, equipment, materials and/or supplies.
4. No employee shall engage in the secondary employment, which involves or may involve, the utilization of information contained in or derived from Borough files. This prohibition includes, but is not limited to, use of information which would constitute a conflict of interest under the Ethics Law or the dissemination of criminal history record information, as that term is defined in the Criminal History Record and Information Act.
5. No employee shall engage in any secondary employment, which involves or may involve utilization of information gained by an employee by virtue of his or her employment with the Borough, such that said information is not available to the general public. This prohibition includes, but is not limited to, use of information which would constitute a conflict of interest under the Ethics Law or the dissemination of criminal history record information, as that term is defined in the Criminal History Record and Information Act.
6. No employee shall engage in any secondary employment, which in the determination of the Chief of Police, interferes with the performance of the employee's official duties and responsibilities as a Borough employee.
7. No employee shall engage in any secondary employment, which in the determination of the Chief of Police, may involve a "conflict of interest" between the employee and the Mount Joy Borough Police Department, included but not limited to, conduct prohibited by the Ethics Law.
8. No employee shall engage in any secondary employment which would constitute a violation of the Pennsylvania Private Detective Act of 1953, 22 P.S. 11 et seq.
9. An employee may, upon being duly elected to the Office of Constable, carry out the functions and duties of that office and may specifically carry weapons, serve writs, and make arrests. In performing such functions and duties, however, the employee shall make certain that:
  - a. When performing the functions and duties as Constable, there is no misconception by the public that such performance is in his or her

capacity as a Constable, and not in his or her capacity as a member of the Police Department.

- b. No Borough time, facilities, equipment, materials or supplies of any kind or nature are utilized.
- c. The duties and responsibilities of the Office of Constable do not interfere with the proper and effective performance of the employee's primary duties and responsibilities as an employee of the Borough.

#### B. Employee Procedure

1. Any employee seeking secondary employment of any type or nature shall give prior written notice to the Chief of Police. Said notice shall contain a description of the employment sought, the duties involved in such employment, the name, address and telephone number of the prospective employer, and the anticipated starting date. This information shall enable the Chief of Police to ascertain whether the proposed employment is in violation of the Pennsylvania Private Detective Act, the Ethics Law, or could result in a violation of the Criminal History Record and Information Act or other statute or regulation of this policy.
2. Any employee who is currently employed by a person or entity other than the Borough shall provide written notice of such employment to the Chief of Police. Such notice shall contain the following information: the duties and responsibilities of that employment; the name and address of the employer; and the date such employment commenced. This shall enable the Chief of Police to ascertain whether the employment is in violation of the Pennsylvania Private Detective Act, the Ethics Law or could result in a violation of the Criminal History Record and Information Act or other statute or regulation of this policy. Upon determination made by the Chief of Police that such employment is in violation of this Secondary Employment Policy, the employee shall resign from such employment within thirty (30) days of receipt of the written notice from the Chief of Police.

#### ARTICLE 16: TERMINATION OF EMPLOYMENT

- A. Upon termination of employment, full-time police employees shall receive compensation for all accrued, but unused vacation leave, holidays and compensatory time to which he is entitled. Compensation shall be at the rate of said employee's hourly rate of pay for all such time.

## ARTICLE 17: JUST CAUSE

- A. No employee shall be demoted, suspended without pay or discharged without just cause. While the Borough retains the sole right to counsel, reprimand or evaluate an officer, if an officer disagrees with a counseling, reprimand or evaluation, the officer may place a statement in his Personnel File outlining or explaining this disagreement and the officer's response shall be made part of the counseling, reprimand or evaluation.

## ARTICLE 18: GRIEVANCE PROCEDURE

### A. Definitions:

- 1. Grievance: A complaint or claim by an employee or the Association regarding the meeting, interpretation or application of any provision of this agreement. It is specifically understood and agreed that matters of discipline shall be governed by the Borough Code, 53 P.S. 45101 et seq., or matters of discipline may be handled as a grievance. Officer may select either option, not both.
- 2. Aggrieved Party: Employee or employees making the complaint or the Association.
- 3. Party In Interest: Employee or employees making the claim and any agent of the Borough who might be required to take action or against whom action might be taken to resolve the grievance.

- B. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to problems, which may from time to time arise affecting employees.

### C. Grievance Procedure:

- 1. All grievances shall be filed within the 180 days of when the basis for the grievance occurred or within 180 days of when the party became aware of the basis for the grievance.
- 2. Level One: Chief of Police – An employee with a grievance shall first discuss it with the Chief of Police, either directly or through the Association's designated representative(s).

3. Level Two: Public Safety Committee – If the aggrieved party is not satisfied with the disposition of the grievance at Level One or if no decision has been rendered within five (5) working days after the presentation of the grievance, the aggrieved party may file the grievance in writing within ten (10) working days with the Public Safety Committee of the Borough Council.
4. Level Three: Arbitration
  - a. If the aggrieved party is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered within ten (10) working days after the grievance as delivered to the Public Safety Committee, the aggrieved party may submit the grievance to arbitration within ten (10) working days.
  - b. Within ten (10) working days of the submission of the grievance to arbitration, the Public Safety Committee and the aggrieved party shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, either party may make a request for a list of arbitrators to the American Arbitration Association. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
  - c. The arbitrator so selected shall confer with the representative of the Borough and the aggrieved party and hold hearings promptly. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Borough and the aggrieved party and shall be final and binding on all parties.
  - d. The costs for the services of the arbitrator, including per diem expenses, if any, actual and necessary travel and subsistence expenses and other services required by law shall be borne equally by the Borough and the aggrieved party. Any other expenses shall be paid by the party incurring same.

D. Rights of Employees to Representation:

1. Employee and Association – Any aggrieved party may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected by him. When the Association does not represent an employee, the Association shall have the right to be present and to state its views at all states of the grievance procedure.
2. Reprisals – No reprisals of any kind shall be taken by the Borough or by any agent against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous:

1. Group Grievance – If in the judgment of the Association, a grievance affects a group of employees, the Association may submit such grievance in writing to the Public Safety Committee directly and the processing of such grievance shall be commenced at Level Two.
2. Written Decisions – Decisions rendered at Level One, which are unsatisfactory to the aggrieved party, and all decisions rendered at Level Two of the grievance procedure, shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted to all parties in interest and to the Association. Decisions rendered at Level Three shall be in accordance with the procedures set forth in Section C,3 of this Article.
3. Forms – Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared by the Borough and given the appropriate distribution so as to facilitate the operation of the grievance procedure.
4. Meetings and Hearings – All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and/or their selected representatives heretofore referred to in this Article.

ARTICLE 19: DRUG TESTING

- A. The parties have agreed that the Borough may implement a drug testing program that will include testing in the case of probable cause. Probable cause shall include situations where an employee is involved in an

unexplained accident or where an employee is suspected of substance abuse. Employees who return to work from an absence, layoff, leave of absence, illness or any other reason for a period of three (3) consecutive weeks or more may be required to submit to a drug and alcohol screen. All testing shall be performed by a laboratory that is either certified by the National Institute for Drug Abuse (NIDA) or is certified by the Commonwealth of Pennsylvania, Department of Health.

- B. An employee who tests positive on the drug screen shall be provided an opportunity for rehabilitation. If the employee rejects rehabilitation or fails to successfully complete the rehabilitation program, he shall be terminated. Only upon successful completion of the rehabilitation program and subsequent drug screen with negative results, shall the employee be permitted to return to work. An employee who successfully completes a rehabilitation program and returns to duty will be subject to random drug testing for a period of two (2) years after returning to duty. The within provisions shall not be interpreted as preventing the Borough from disciplining the employee for any actions or consequences that may result from the employee's positive drug screen.
- C. For purposes of this Article, drug screening will be two (2) independent tests at separate laboratories; and paid for by the Borough.

## ARTICLE 20: SEPARABILITY

- A. If any provision of or application of this Agreement is found by a court of competent jurisdiction to be unenforceable, then such provision or application shall be separable from the remainder of the Agreement. Both parties further agree that:
  - 1. Within fourteen (14) calendar days after receipt of the notification by a court of competent jurisdiction on any such matter of unenforceability, negotiations shall commence during which a new agreement on the unenforceable provision or application of the agreement shall be made.
  - 2. Should the Borough and the Association be unable to reach an agreement within thirty (30) days after negotiations have begun, the matter shall be referred to binding arbitration under the rules and regulations of the American Arbitration Association.
- B. All agreements reached under this procedure shall be reduced to writing, executed by both parties and made part of this Agreement as determined by Act 111.



ARTICLE 21: TERM OF AGREEMENT

The provisions of this Agreement shall become effective on January 1, 2022 and shall terminate on December 31, 2025.

Adopted by Borough Council action on \_\_\_\_\_.

\_\_\_\_\_  
President of Borough Council

\_\_\_\_\_  
Mayor of Mount Joy Borough

\_\_\_\_\_  
President MJBPOA

**MOUNT JOY BOROUGH POLICE OFFICERS ASSOCIATION**

Christine L. Keiffer

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Tyson A. Woods

---

Kyle D. Hosking

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Scott E. Drexel

---

Sean P. Clark

---

John C. Morrell

---

Mason M. Shelly

---

Nicholas J. Goss

---

Nathan D. Reed

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Michael D. Klock

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Zachary S. Steffen

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## **EXHIBIT A**

### **Mount Joy Borough Deferred Retirement Option Plan**

**Pension Benefits:** The Borough will establish a Deferred Retirement Option Plan (DROP). Effective January 1, 2022, the Pension Ordinance will be amended as follows:

#### **1. Eligibility.**

- a. Eligibility for the DROP shall be determined by and limited to sworn full time Police Officers employed by the Borough who have completed 25 or more years of service and have attained the age of 50, who meet the following requirements:
  - The officer/retiree did not retire or began receiving a normal retirement benefit or a disability benefit from the Mount Joy Borough Police Pension Fund (the "Fund") prior to the implementation of this DROP or the Police Officer's entry into the DROP, whichever is later.
  - The officer reached the necessary age and service requirements (the "Superannuation Date") necessary for receiving a full retirement normal age and service retirement pension under the terms of the applicable CBA and the Mount Joy Borough Police Pension Plan (the "Plan") Plan; and
  - Officers who are retiring and leaving the employ of the Borough with a normal retirement benefit as noted above and who are not receiving and will not receive a disability benefit from the Plan or Fund or from the Borough.
- b. Officers may enter the DROP on the first day of any month upon attaining the applicable age of 50 and 25 years of service and attaining the age and service that are necessary to retire from service from the Borough and thereafter begin to receive a normal retirement pension from the Plan, provided all other eligibility requirements stated herein are satisfied.
- c. Officers entering the DROP must meet the age requirement of 50 and years of service requirement of 25.
- d. Participation in a DROP does not guarantee the DROP participant's employment by the Borough during the specified period of the DROP.

**2. Written Election.** An eligible Police Officers who wishes to be a Participant in the DROP must signify that intention in writing as follows:

a. A police officer electing to participate in the DROP must complete, sign, and return to the Borough a "DROP Participation Election Form" prepared by the Borough. The form must be signed by the Police Officer and be notarized and submitted to the Borough Manager. The DROP Participation Election Form shall include:

- A binding and irrevocable notice of resignation from regular employment with the Borough, by the Police Officer confirming the Officer's intent to retire and specifying the Officer's specific retirement date and the date that the Officer's DROP participation will commence, which shall be the date after the specified retirement date.
- Specifies the DROP termination date ("resignation date") which shall be no later than forty-eight (48) months from the effective date of the DROP Election Form.
- A Police Officer shall cease to work as and have the legal authority of a Police Officer and may no longer be employed by the Borough as a Police Officer on the officer's resignation date unless the Borough terminates or honorably discharges the officer prior to such resignation date. A DROP participant may resign from employment while in DROP status, which shall terminate his/her participation in the DROP and employment with the Borough. Participation in a DROP does not guarantee the DROP participant's employment by the Borough during the specified period of the DROP.

b. In addition to the above information, the DROP Participation Election Form shall also advise the employee of the following:

- An explanation of the Participant's rights and obligations while in the DROP.
- That, as a condition of DROP participation, the Participant foregoes active participation in the Police Pension Plan and foregoes any recalculation of pension benefits after the Officer's Retirement Date or when the Officer begins participation in the DROP, even to include any salary increases occurring after DROP participation commences; and
- That the DROP Participant's service while in DROP will not count as pension service time nor will it entitle a Participant to any service

increment benefits to which the Participant was not entitled prior to commencing DROP participation.

- c. A DROP Participant must also complete any and all retirement documents required by the Borough and the Plan Administrator, and such documents must be filed and presented to the Borough for approval of retirement and payment of pension at least 30 days before the Retirement Date specified above.
- d. Once a DROP Participation Election Form has been approved by the Borough, it is irrevocable.
- e. Once a DROP Participant enters the DROP, the Participant may not subsequently leave the DROP and then re-enter the DROP at any time, even if the retired officer separates from employment and subsequently begins employment with the Borough again in another position or under another ~~Township~~ Borough pension plan.
- f. A retired officer who leaves the DROP may not be rehired as a ~~Township~~-Borough police officer after leaving the DROP.

**3. Benefit Calculation.** For all pension benefit calculation and Plan purposes, continuous service of a police officer participating in the DROP shall remain as it existed on the effective date of commencement of the retiree's participation in the DROP. Service thereafter shall not be recognized for or used for the calculation or recalculation of the Officer's pension or the determination of any benefits payable by the Plan or the Township. The average monthly compensation of the DROP Participant for pension calculation purposes shall remain, as it existed on the effective date of commencement of participation in the DROP. To the extent there are any increases in salary or compensation after an officer's DROP Participation Period commences, such increases shall not be recognized or used for the calculation, recalculation, or determination of any benefits payable by the Pension Plan.

**4. Accumulation of the DROP Account.** The monthly pension normal retirement benefit that would have been payable directly to the retiree/DROP Participant had the retiree/DROP Participant not elected to participate in the DROP and to directly receive a normal retirement benefit, shall, upon the retiree commencing participation in DROP accumulate to the benefit of that retiree/Participant and be accounted for on that DROP Participant's DROP Account. Participants shall not have the option of self-directed investment of their individual DROP Account while in the DROP. Instead, the DROP Account monies shall be invested in a fund to be identified and selected solely by the Borough in accordance with applicable law, including but not limited to all applicable provisions of the IRS Code and Pennsylvania pension laws, so as to generate a rate of return of no less than zero percent (0%) and no more than four and a half percent (4.5%).

5. **Accrual of Non-Pension Benefits.** After a Police Officer elects to participate in the DROP, all other contractual benefits shall continue to accrue.
6. **Payout.** Upon separation from employment, the DROP payout options available to the DROP Participant shall be as follows:
- a. The balance of the DROP Participant's account, less withholding taxes, if any, remitted to the Internal Revenue Service, shall be paid to the Participant or the Participant's surviving beneficiary.
  - b. The balance of the DROP Participant's account shall be paid directly to the custodian of an eligible retirement plan as defined by Internal Revenue Code Section 402(c)(8)(b), or in the case of an eligible rollover distribution to the surviving spouse of a deceased DROP Participant, an eligible retirement plan that is an individual retirement account or an individual retirement annuity as defined by Internal Revenue Code Section 402(c)(9).
  - c. If the DROP Participant or beneficiary fails to make an election within sixty days (60) following the date of termination of DROP participation, then the Chief Administrative Officer of the pension plan shall implement section 8.A. above.
7. **Service- Connected Disability.** If a DROP Participant becomes temporarily incapacitated and unable to perform police duties due to an injury or condition suffered while in service and entitling the officer to benefits under the Workers' Compensation or Heart and Lung Acts, or both, during the DROP Participation Period, that DROP Participant shall continue to participate in the DROP as if fully employed. The Police Officer shall receive disability pay in the same amount as disabled Police Officers that are not participating in the DROP; however, due to the unique nature of the DROP and the goals of the DROP, there shall be a rebuttable presumption after a period of twelve (12) months that the DROP Participant is permanently disabled and unable to perform his or her police duties and his or her continued employment with the Borough and participation in the DROP shall end. In no event shall a Police Officer on temporary disability draw from his DROP account.

If a DROP Participant becomes eligible for a service-connected disability benefit from the Plan and his employment is terminated due to an inability to continue in service on grounds that render him eligible for a service-connected disability benefit, the monthly normal retirement benefit of the DROP Participant shall be reclassified as being on account of a service-connected disability to the extent permitted by law. In no event shall a DROP Participant's monthly retirement benefit be recalculated. The DROP Participant's

monthly retirement benefit shall remain as calculated at the time of entry into the DROP in accordance with the provisions of the Plan.

Notwithstanding any other provision in this paragraph, if an officer is disabled and has not returned to work as of the date of his required resignation as stated in the DROP Notice, such resignation shall take precedence over all other provisions herein and said officer shall be required to resign. Such officer shall receive his or her then existing DROP Account monies and continue to receive the applicable pension benefit thereafter in accordance with the provisions of this DROP and in the same manner as any other DROP Participant.

Nothing contained in this Plan shall be construed as conferring any legal rights upon any Police Officer or other person to a continuation of employment nor shall participation in the DROP supersede or limit in any way the right of the Borough to discharge a police officer based upon an inability to perform his or her full duties as a police officer.

8. **Death.** If a DROP Participant dies, the Participant's eligibility for DROP shall terminate upon the date of death. In such case, if the DROP account balances have not yet been paid out, the Participant's legal beneficiary under this DROP shall have the same rights and options as the Participant to withdraw/roll over the account balance and the survivor provisions of the Plan shall apply if applicable.
9. **Forfeiture of Benefits.** Notwithstanding a police officer's status as a DROP Participant, a current or former Participant who is convicted or pleads guilty to engaging in criminal misconduct which constitutes a "crime related to public office or public employment," as that phrase is defined in Pennsylvania's Pension Forfeiture Act, 43 P.S. §§ 1311-1314, shall forfeit his right to receive a pension, including any amounts currently deposited in the DROP Account. In such a case, the Participant shall only be entitled to receive the contributions, if any, made by the Participant to the Police Pension Fund, without interest.
10. **Amendment.** Any amendments to this DROP Ordinance shall be consistent with the provisions covering any applicable collective bargaining agreement and shall be binding upon all future DROP Participants and upon all DROP Participants who have balances in their Individual Retirement option accounts.
11. **Continued Employment.** A Police Officer's election to participate in the DROP shall in no way be construed as a limitation on the Borough's right to suspend, discharge or terminate a Police Officer or to grant any officer an honorable discharge based upon a physical or mental inability to perform his or her duties.

**12. Effective Date.** The Effective Date of the DROP shall be January 1, 2022.

**SECTION II.** All elected and appointed officials are authorized to take all action necessary to ensure the implementation and effect the purpose hereof.

**SECTION III.** Any and all Ordinances and/or Resolutions, or parts thereof, conflicting herewith are repealed insofar as the matters herein are affected.

**SECTION IV.** Except as provided below in this section, the provisions of this Ordinance are severable, and if any clause, sentence, subsection, or section hereof shall be adjudged by any court of competent jurisdiction to be illegal, invalid or unconstitutional, such judgment or decision shall not affect, impair or invalidate the remainder but shall be confined in its operation and application to the clause, sentence, subsection or section rendered.

**SECTION V.** This Ordinance and the DROP created by this Ordinance is effective immediately upon enactment.

**MOUNT JOY BOROUGH**

**MOUNT JOY BOROUGH POLICE ASSOCIATION**

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



14a

## Dennis Nissley

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**From:** Kerry Meyers <kerry@mountjoychamber.com>  
**Sent:** Thursday, April 21, 2022 1:54 PM  
**To:** Dennis Nissley; Robert Goshen; Barry Geltmacher  
**Subject:** Mount Joy Chambers Music in Memorial Park

Dennis, Chief Goshen and Barry,

I am emailing about the Chamber's 2022 Music in Memorial Park. We have taken it down to three Sundays due to the cost and a few other factors. So, below are the three weeks we are planning on. We will be looking for a food truck for the first two weeks and the final week will be our free hot dog and Ice cream social.

Sunday, July 31 – The Kracker Beez & a food truck

Sunday, August 7 – The Celtic Martins & a food truck

Sunday, August 14 – Stu Huggens and The Honkytonk Heroes (this date will be our hot dog & ice cream social, snack and drinks – everything is free to those attending Music)

I would like to ask once again that we can put cones out 24 hours ahead of time saying no parking on Delta Street (Memorial Park side) which allows for some who are in need of closer/handicap parking during Music in Memorial Park. In the past the police station provided the signs and stands and I personally took care of putting them out 24 hours before the start of Music in Memorial Park.

Just let me know if you need anything else from me at this time. Please let me know as soon as everything has been approved or if you have any additional questions. We would like to start promoting it by the beginning of July!!

Thank so much,  
Kerry

Kerry Meyers, Executive Director



**Mount Joy Chamber of Commerce**

**62 E. Main Street, Suite 1**

**Mount Joy, PA 17552**

**Call: 717-653-0773**

**Fax: 717-928-4789**

**[www.mountjoychamber.com](http://www.mountjoychamber.com)**

**[www.facebook.com/mountjoychamber](https://www.facebook.com/mountjoychamber)**

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**Dennis Nissley**

---

**From:** Chris and Lisa Hawbaker <youandmeforever94@gmail.com>  
**Sent:** Tuesday, April 19, 2022 8:55 PM  
**To:** Dennis Nissley; Barry Geltmacher  
**Subject:** Playing music in Memorial Park, Mount Joy

Some people who received this message don't often get email from [youandmeforever94@gmail.com](mailto:youandmeforever94@gmail.com). [Learn why this is important](#)

Mr. Nissley,

I spoke with Barry Geltmacher today about the possibility of my band playing music at Memorial Park in Mount Joy sometime this summer. He told me I would need to send you an email about my intentions and seek your permission. This is why I'm writing to you today.

I represent a band called TESTIFY. We are a group of musicians from various churches in the area and our intention is to invite the churches of Mount Joy to join us as we sing worship music in one of the local parks in Mount Joy. Since there is a pavilion in Memorial Park and they already host "Music in the Park" there, I immediately thought of seeking permission to do the same.

With your permission we'd like to host the event on a Friday, Saturday, or Sunday evening sometime this summer. I hope that we could get 100-200 people to show up for the event. We would not charge a fee to attend.

Is there a time that I could call you to discuss this further and answer any questions you may have? Is there anything else I would need to do to gain permission to plan an event? If permission is granted, how would I choose and schedule a date? If Memorial Park is not acceptable, would there be another park that we could use? So many questions. : )

Feel free to call me at 717-715-6893 or email me back with a time that I could call you and I'd be happy to reach out to discuss this further.

Thank you!

Chris Hawbaker

--

*Love God, Live for Jesus, Love people!*



14c  
ARRO Consulting, Inc.  
Corporate Headquarters  
108 West Airport Road  
Lititz, PA 17543  
P: (717) 569-7021

Via Email

April 20, 2022

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

Re: Melhorn Retention Basin  
4-11-2022 Public Works Meeting Response Letter

Dear Mark,

Responses to the Committee's questions from the 4-11-2022 Public Works Meeting are provided in **bold** below the questions.

1. *What is the data source for the "Current Basin" stage storage?*

The "Current Basin" stage storage information was taken from the August 2, 2019 survey of the basin performed by Land Grant Surveyors. The contours areas were taken from this survey to determine the storage volume of the basin from the basin invert until an elevation of 386.48, the elevation of the low-point of the spillway berm.

2. *What is the data source for the "Designed Basin" stage storage?*

The "Designed Basin" stage storage information was taken from the Stormwater Management Plan for Melhorn Sales, Service & Trucking prepared by D. C. Gohn, last revised May 21, 1999. The contour areas were taken from these plans to determine the storage volume of the basin from the basin invert to an elevation of 387.50, where the design plans no longer show basin contours and can therefore not be determined to be constructed above that elevation.

3. *Why did ARRO only consider stage storage up to elevation 387.50' when the D. C. Gohn May 15, 1999, Stormwater/Erosion Control Report (basis for Borough approval) had a 25-year pool storage elevation at 387.75'; a 50-year pool storage elevation at 388.07' and a 100-year pool storage elevation at 388.41'. All these design pool storage elevations are above your data sources.*

The plans on file, last revised May 21, 1999, only provided enough grading to justify that the basin had capacity up to an elevation of approximately 387.50'. In fact, the 388.00 contour on the western side of the basin ties back into the existing grade along the property line, implying that the basin had a spillway below an elevation of 388.00. Since no spillway was identified on the plans or report, a spillway of 387.50' was utilized based on

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4. *Was ARRO made aware of the fact that on September 1, 2021, the Borough had a 25-year return storm event and the Melhorn Sales Service and Trucking Basin discharged through an unauthorized spillway at the corner of the western berm and partially flooded the Schatz property. Your e-mail addresses discharges to the east but is silent regarding discharges to the west.*

**It is understood that the current Melhorn basin will discharge through a "spillway" to the west and towards the Amtrak culvert when the water elevation within the basin exceeds approximately 386.48'. The main discharge of the Melhorn basin is located on the east side of the basin.**

5. *Can ARRO provide copies of the "As-Built Survey and Plans mentioned in the March 17, 2022 letter?*

**The survey that was mentioned in the March 17, 2022 letter is provided with this letter.**

6. *Can ARRO provide a copy of the original design calculations referenced which ARRO claims show a required storage volume of 93,748?*

**The original design calculations are not correct and are not consistent with the contours shown on the approved plans, last revised May 21, 1999, in which the construction of the stormwater basin was built from. The original report states that the basin has storage up to 389.00. The plans are not consistent with this and indicate that a low point in the basin occurs between 388.00 and 387.00. The original design calculations, dated May 15, 1999, do indicate a storage volume of approximately 93,748 up to the elevation of 387.50, which is consistent with the stage storage tables attached with this letter.**

7. *Can ARRO provide calculations supporting the assertion that the top of the berm must be raised to no lower than 386.65'?*

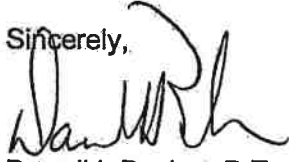
**The stage-storage tables of the current basin and designed basin are provided to show the current volume of the basin (88,384 cf) and that if the berm is raised to 386.65' the volume of the basin will reach 94,377 cf, which exceeds the approximate maximum volume of the original designed basin (93,748 cf).**

**To remain conservative, ARRO has now revised the table to consider the volume from the May 15, 1999 SWM Report (132,915.6 cf). In order for the current basin to have equal to or more than the original storage volume in the SWM Report, the minimum top of the berm shall be 387.65'**

Mark G. Pugliese I, Borough Manager  
Borough of Mount Joy  
April 20, 2022  
Page 3

If you have any questions, please contact me at 717.560.6065.

Sincerely,

A handwritten signature in black ink, appearing to read 'Darrell L. Becker', written over the word 'Sincerely,'.

Darrell L. Becker, P.E.  
Vice President

DLB: mem

c: Dennis L. Nissley, Public Works Director – Mount Joy Borough

\\LANCFILE3\Lancaster-Technical\Active Projects\Mount Joy Borough\Borough Stormwater Basin Analysis 10863.29\Correspondence\MJ  
Public Works Committee Response Letter\_4-18-2022.docx



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

Via Email

April 20, 2022

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

Re: Melhorn Retention Basin  
4-07-2022 Bruce Haigh Email Response Letter

Dear Mark,

The following response is in regard to the April 7, 2022 email submitted by Bruce Haigh:

ARRO was utilizing the D.C. Gohn Associates, Inc. Plan for Melhorn Sales, Service & Trucking, last revised May 21, 1999, as the source for the design storage. The May 15, 1999 report is not consistent with the plans in that the report implies the basin will have storage up to the 389.00 contour when in fact the plans show that there is a low point between the contours of 387.00 and 388.00. In the plan set, the approved basin storage volume is approximately 93,748 cf which was the basis for the modification of the current basin to a minimum berm elevation of 386.65'. To be conservative, ARRO has now considered the required storage from the 1999 SWM Report (132,915.6 cf). In order to reconstruct the current Melhorn basin to have an equivalent storage volume from the report, the berm must be raised to a minimum elevation of 387.65'.

The May 1999 report and plans indicate a different bottom elevation of the basin (383.20') than the as-built survey performed in 2019 (382.65'). This may be the case because of settlement over the years or because a different vertical datum was used by the surveyors or both. For this reason, comparisons between the elevation ARRO used and the original report/plan cannot be made. Only storage volumes can be compared and the new berm elevation of 387.65' will be consistent with the storage volume required for the 100-year storm in the original report. By looking at the actual volumes of each plan, ARRO was able to determine if the existing basin has less capacity despite vertical elevation differences between the two plans.

The comment regarding the 25-year storm overflowing the western "spillway" at an elevation above 387.00 is incorrect because the western "spillway" of the existing basin is actually well below the 387.00 contour, as shown in the spot elevations of the 2019 survey. The combination of this and the fact that the 2019 as-built survey differs from the 1999 design report/plans, as expected, increasing the berm to an elevation of 387.65' will bring the Melhorn basin into

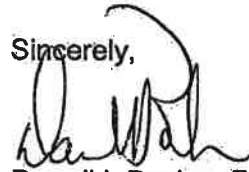
[www.arroconsulting.com](http://www.arroconsulting.com)

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

Mark G. Pugliese I, Borough Manager  
Borough of Mount Joy  
April 20, 2022  
Page 2

If you have any questions, please contact me at 717. 560.6065.

Sincerely,

A handwritten signature in black ink, appearing to read 'Darrell L. Becker', written over the word 'Sincerely,'.

Darrell L. Becker, P.E.  
Vice President

DLB: mem

c: Dennis L. Nissley, Public Works Director – Mount Joy Borough

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Haigh Response Letter\_4-18-2022.docx

<b>Current Basin - August 2019 Survey</b>			
<b>Elevation</b>	<b>Area (sf)</b>	<b>Volume (cf)</b>	<b>Cumulative Volume (cf)</b>
382.65	0	0	0
383	9141	1600	1600
384	22294	15718	17318
385	27688	24991	42309
386	32204	29946	72255
386.48	35000	16129	88384
<b>386.65</b>	<b>35500</b>	<b>5993</b>	<b>94377</b>
387	37506	12777	107154
<b>387.65</b>	<b>42000</b>	<b>25840</b>	<b>132994</b>

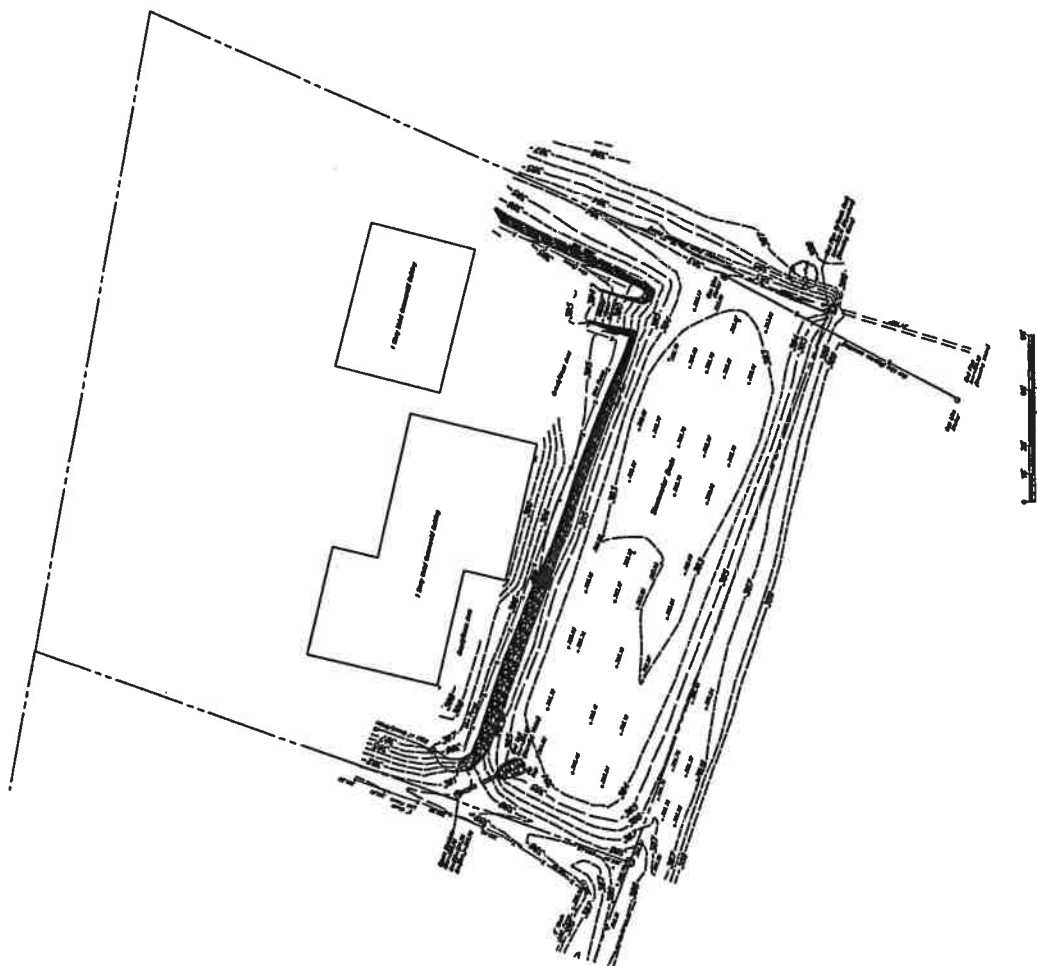
<b>Designed Basin - May 21, 1999 D.C. Gohn Plans</b>			
<b>Elevation</b>	<b>Area (sf)</b>	<b>Volume (cf)</b>	<b>Cumulative Volume (cf)</b>
383.2	0	0	0
384	9245	3699	3699
385	23385	16315	20014
386	28072	25729	45743
387	33208	30640	76383
387.5	36250	17365	93748

100-year Required Basin Volume from May 15, 1999 Report = **132915.6 cf**

If the basin berm is raised to a minimum elevation of 386.65', the storage volume of the basin will exceed the cumulative volume of the basin from the original design plans.

If the basin berm is raised to a minimum elevation of 387.65', the storage volume of the basin will exceed the 100-year storage volume claimed in the May 15, 1999 Stormwater Report.







## Manager

---

**From:** bhaigh@comcast.net  
**Sent:** Tuesday, May 24, 2022 2:31 PM  
**To:** Manager; Bill Hall; Mary Ginder; Bob Ruschke  
**Cc:** 'gwschatz'  
**Subject:** ARRO Letter Melhorn Detention Basin dated April 21, 2022  
**Attachments:** Stormwater Management Plan - Melhorn Trucking Rev 5-21-1999 issued 3-13-2001.pdf; ARRO e-mail dated October 27- 2021 1148 AM Highlighted.pdf; ARRO melhorn Stormwater Basin Letter 4-21-2022 Highlighted.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Mark: Good Morning

The Schatz and WHEI greatly appreciate the effort you have personally made to get to true facts regarding the Melhorn Detention Basin. Mr. Darrell Becker is now in his April 20, 2022, and April 21, 2022, letters directly contradicting the information Mr. Bingham provided to the Borough in his October 27, 2021, e-mail. It is particularly disturbing that you, Dennis Nissley and Dave Salley along with ARRO representatives met with Melhorn in November 2021 and now we learn that what you told Melhorn in November 2021 was significantly inaccurate

1. I think that we can now all agree that the proper Stormwater Management Report is the DC Gohn Stormwater/Erosion Control Report for Melhorn Sales, Service and Trucking dated May 15, 1999.
2. I think that we can now all agree that the proper Stormwater Management Plan is DC Gohn Drawing CG-2109, dated January 13, 1999, Revised May 21, 1999, signed and sealed by Kenneth J. Hoyler PLS with Stormwater Management Certificate dated June 23, 1999, signed and sealed by Eugene Ray Oldham PE.
3. I will note that the topographic survey ARRO has now provided with their April 21, 2022, letter differs technically significantly from the August 2, 2019, topographic survey they provided to the Borough, WHEI and Schatz in the Fall of 2019. I have highlighted eight (8) topographic spot elevation just off the Melhorn southern property boundary that define the western unauthorized spillway. These spot elevations were excluded from the drawings provided to the Borough in the Fall of 2019. Why was this information not provided by ARRO in the Fall of 2019? Why was this information not provided in November 2021 in response to WHEI letter dated October 27, 2021? Why was this information not provided in a response to the Borough Manager based upon the WHEI e-mail dated December 10, 2021, 10:29 PM? The Borough Engineer was aware that the Melhorn Detention Basin discharged through the unauthorized western spillway under a 25-year storm event on September 1, 2021, yet they did not deem it appropriate to provide complete topographic survey data that they had in their possession since August 2019. An Engineer's first obligation is to Public Safety, Health and Welfare. The Schatz were being flooded and the Melhorn Detention Basin was not responding in a manner consistent with what ARRO had previously publicly stated.
4. Sheet 2 of 3 is the approved Stormwater Plan. Please note that the "Stormwater Easement" boundary shown on the Plan is a remnant for the DC Gohn Stormwater/Erosion Control Report for Melhorn sales, Service and Trucking dated January 13, 1999, which was rejected by ACER Engineering Inc. in

early 1999. The “Stormwater Easement” boundary should have been removed from the May 21, 1999, revision to the Plan.

5. I will note that the 25-year required storage volume based upon the May 15, 1999, report is 102,927.4 cubic feet which is greater than Mr. Bingham’s calculated design volume of 93,748 cubic feet as stated in his October 27, 2021, 11:48 AM e-mail. Mr. Bingham’s analysis does not even hold the 25-year return storm.
6. I will agree with ARRO that the 100-year required storage volume based upon the May 15, 1999, is 132,915.6 cubic feet as stated in ARRO response to question 7 in their April 21, 2021, letter.
7. I will adamantly disagree with ARRO that the 100-year required storage volume of 132,915.6 cubic feet was the detention basin “original design volume”. A complete and careful review of the May 15, 1999, report indicated that the 100-year storm had a pool elevation of 388.41’. The top of berm was at 389.00’ allowing for 0.59’ of freeboard. The stage storage volume at elevation 389.00’ was 162,359 cubic feet. DC Gohn fully intended to store stormwater off site of the Melhorn property to elevation 389.00’ and provide 0.59’ of freeboard.
8. In his October 27, 2021, e-mail (attached) Mr. Bingham stated the required design storage volume to be 93,748 cubic feet. Mr. Becker in his April 21, 2022, letter (attached) now directly contradicts the October 27, 2021, e-mail stating that the 100-year required storage volume is now 132,915.6 cubic feet. This is a significant increase of 39,167 cubic feet of required storage volume.
9. In his October 27, 2021, e-mail Mr. Bingham stated, “Basin volume are shown above 386.48’ appear to be low points of the spillways that drain to the east parallel to the railroad tracks and ~ 387.50’ (highlighted). In ARRO letter dated April 21, 2021 , response No. 3 Mr. Becker now states “ Since no spillway was identified on the plans or report...(highlighted). Once again Mr. Becker is directly contradicting information Mr. Bingham previously provided to the Borough.

WHEI has two questions for ARRO in an attempt to understand their engineering analysis.

10. On sheet 2 of 3 of the drawing (Plan) please have ARRO identify and mark the low points of the spillway that Mr. Bingham identified in his October 27, 2021, 11:48 AM e-mail
11. In his April 21, 2021, letter, response to question 3. Mr. Becker states. In fact, the 388.00 contour on the western side of the basin ties back into the existing grade along the property line, implying that the basin had a spillway below an elevation of 388.00’ (highlighted). On sheet 2 of 3 of the drawing (Plan) please have ARRO identify and mark where the 388.00’ contour on the western side of the basin ties back into the existing grade along the property line.

Respectfully Submitted

Bruce

Bruce W. Haigh PE  
President  
Whittemore and Haigh Engineering Inc.  
504 Rose Petal Lane, Suite 203  
Mount Joy PA 17552  
610.698.7697  
Licensed in NY, PA, OH, NJ, MD, Del, WV

e-mail: [Bhaigh@whei.net](mailto:Bhaigh@whei.net)

web site: [www.whei.net](http://www.whei.net)

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DATE	REVISIONS
5/10/97	As per comments

**OWNER/EQUITABLE OWNER-SUBDIVIDER**  
 NAME: JOHN W. & SANDRA R. MELHORN  
 C/O: J. MICHAEL MELHORN  
 ADDRESS: 1010 WEST MAIN STREET  
 MOUNT JOY, PA 17552  
 TELEPHONE: (717) 653-1430  
 SOURCE OF TITLE: 5774-873  
 LANC. CO. TAX MAP: 9E14-3-5  
 TAX ASSESSMENT DIST. CODE NO. 450



**dc gohn**  
 Associates, Inc.  
 Surveyors Engineers  
 Landscape Architects

30 MOUNT JOY STREET  
 2ND FLOOR  
 MOUNT JOY, PA 17552  
 (717) 652-5355  
 FAX: 652-5358

PROJECT NO.: 2696-20	<b>STORMWATER MANAGEMENT PLAN</b> FOR <b>MELHORN SALES,          SERVICE &amp; TRUCKING</b> MOUNT JOY BOROUGH LANCASTER COUNTY, PENNSYLVANIA
SCALE: 1" = 30'	
DATE: JANUARY 13, 1999	
DRAWN BY: LJO, AMK, DAR	
CHECKED BY: ERD	
DRAWING NO.: CO-2109	
SHEET NO.: 1 OF 3	

**STORM WATER MANAGEMENT CERTIFICATION**  
 I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE STORMWATER MANAGEMENT PLAN AND SPECIFICATIONS ARE PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THE PENNSYLVANIA ACT OF OCTOBER 13, 1988, AS AMENDED, AND THE ORDINANCES OF MOUNT JOY BOROUGH.

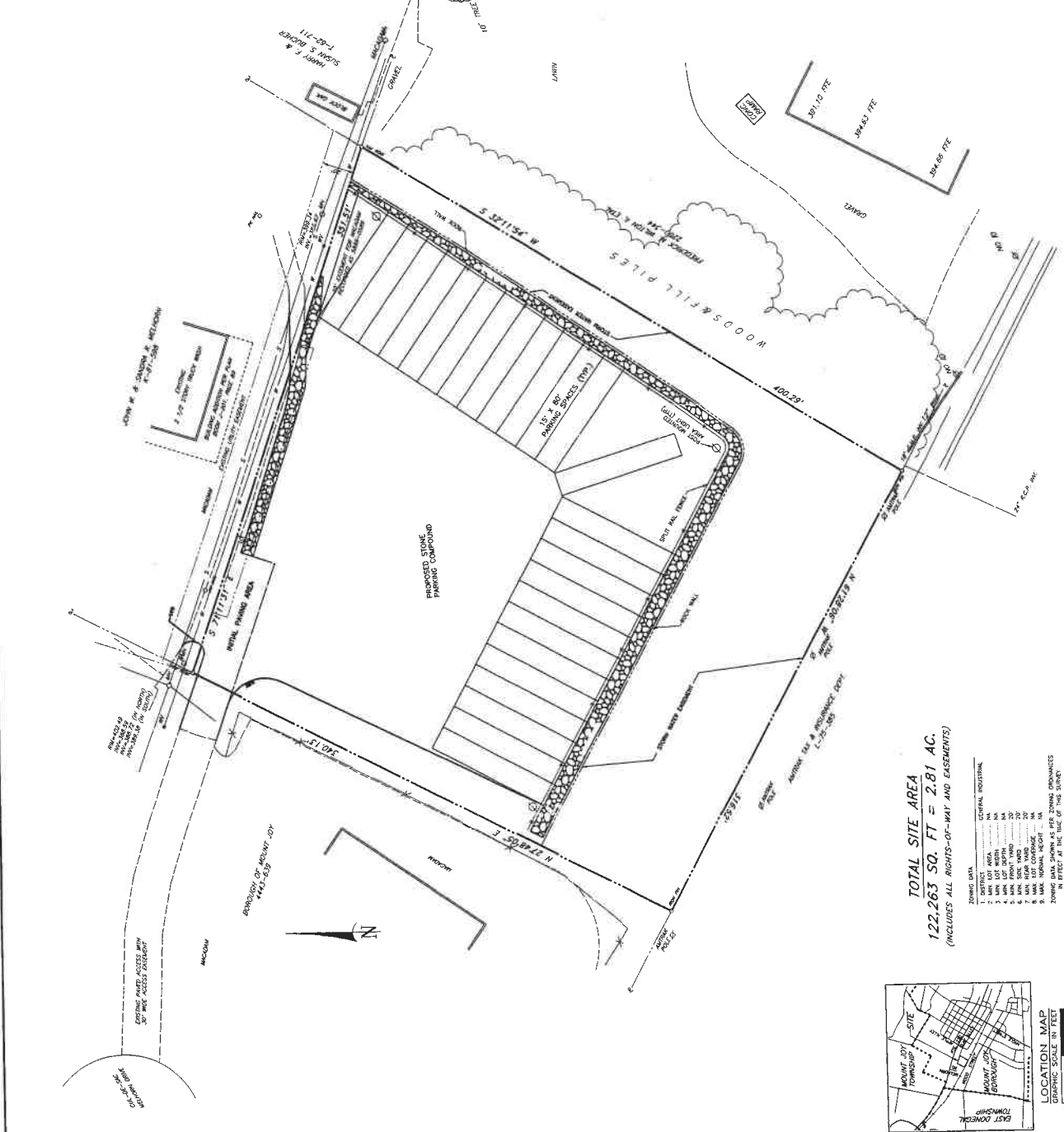
*Robert A. Norman*  
 PROFESSIONAL ENGINEER

APPROVED BY THE MOUNT JOY BOROUGH COUNCIL  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_

FORWARDED BY THE MOUNT JOY BOROUGH PLANNING COMMISSION  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_

DESIGNED BY THE MOUNT JOY BOROUGH ENGINEER  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_

- GENERAL NOTES:**
1. SITE BENCHMARK: CONCRETE CORNER OF TRUSS WASH BUILDING (ELEVATION 100.00) (ESTABLISHED FROM U.S.G.S. DATUM)
  2. THIS PLAN PROVIDES FOR THE CONSTRUCTION OF A PARKING LOT, TRUCK TRAIL, AND TRAILER FOR THE MELHORN TRUCKING OPERATION.
  3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH MOUNT JOY BOROUGH ORDINANCES, THE MOUNT JOY BOROUGH AUTHORITY OR PA DOT SPECIFICATIONS AND STANDARDS AS APPLICABLE.
  4. NO ADDITIONAL EMPLOYEES WILL BE ADDED AS PART OF THIS PROJECT. EMPLOYEES PARKING FACILITIES ARE IN PLACE ON THE MELHORN SALES, SERVICE & TRUCKING PROPERTY.
  5. ACCESS TO THE LOT WILL BE FROM EXISTING PROPERTY OF JOHN W. & SANDRA R. MELHORN OR VIA EXISTING EASEMENT FROM MELHORN DRIVE.
  6. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND INFORMATION FROM THE SURVEY AND FIELD CONDITIONS. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY. THE ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES IMMEDIATELY. THE ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES IMMEDIATELY. THE ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES IMMEDIATELY.
  7. THE PROPOSED STONE PARKING COMPOUND SHALL BE PAVED WITHIN 2 YEARS FROM THE APPROVAL OF THE PLAN.



**TOTAL SITE AREA**  
**122,263 SQ. FT = 2.81 AC.**  
 (INCLUDES ALL RIGHTS-OF-WAY AND EASEMENTS)

**ZONING DATA**

	GENERAL INDUSTRIAL
1. MAX LOT AREA	100,000 SQ. FT.
2. MAX LOT FRONT YARD SETBACK	10 FT.
3. MAX LOT DEPTH	100 FT.
4. MAX FRONT YARD SETBACK	10 FT.
5. MAX REAR YARD SETBACK	10 FT.
6. MAX SIDE YARD SETBACK	10 FT.
7. MAX BUILDING HEIGHT	10 FT.
8. MAX LOT COVERAGE	10%
9. MAX NORMAL HEIGHT	10 FT.

ZONING DATA SHOWN IS PER ZONING ORDINANCES IN EFFECT AT THE TIME OF THIS PLAN.

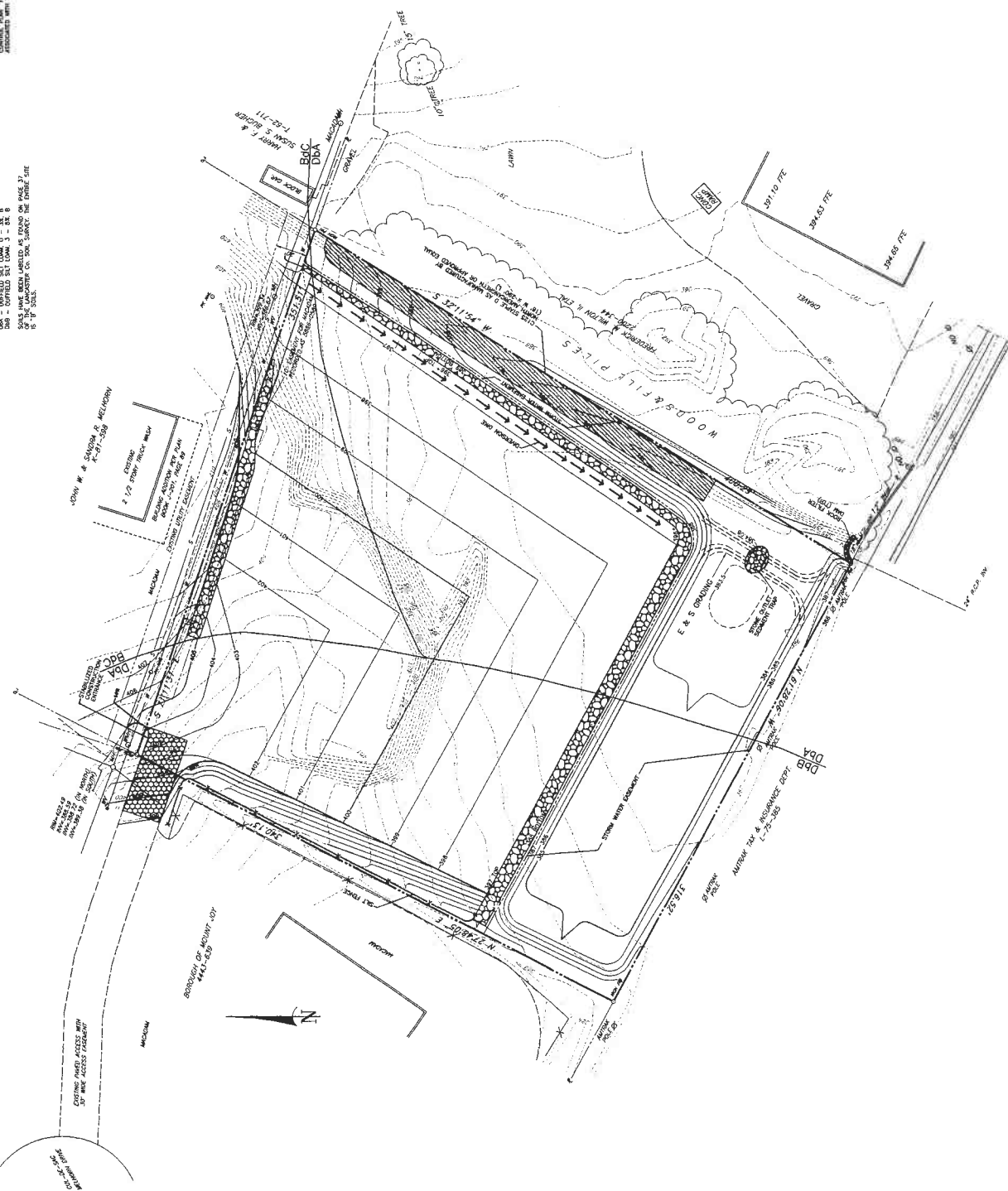


**GRAPHIC SCALE IN FEET**  
 0 2000 4000

**SITE PLAN**

PROJECT NO.: 3596-20	<b>STORMWATER MANAGEMENT PLAN</b> FOR <b>MELHORN SALES,          SERVICE &amp; TRUCKING</b>
SCALE: 1" = 30'	
DATE: JANUARY 13, 1999	
DRAWN BY: LJC, JMK, DJR	
CHECKED BY: ERO	
DRAWING NO.: CG-2109	
SHEET NO.: 2 OF 3	

BAC ~ BEDFORDTON SILT LOAM, 8-15%, B  
DRA ~ DUFFIELD SILT LOAM, 0 - 3%, B  
DIB ~ DUFFIELD SILT LOAM, 3 - 8%, B



## GRADING, STORM WATER MANAGEMENT AND EROSION CONTROL PLAN

DETAILS AND NOTES  
FOR  
**MELHORN SALES,  
SERVICE & TRUCKING**  
MOUNT JOY BORDOUGH  
LANCASTER COUNTY, PENNSYLVANIA

INITIAL PAVING AREA



## Manager

**From:** Bingham, Michael <Michael.Bingham@arroconsulting.com>  
**Sent:** Wednesday, October 27, 2021 11:48 AM  
**To:** Manager  
**Cc:** Dennis Nissley; David Salley; Becker, Darrell  
**Subject:** Melhorn Basin

Mark,

We took a look at the Melhorn basin as requested and came up with the following information.

Current Basin				Designed Basin			
Elevation	Area (sf)	Volume (cf)	Cumulative Volume (cf)	Elevation	Area (sf)	Volume (cf)	Cumulative Volume (cf)
382.65	0	0	0	383.2	0	0	0
383	9141	1600	1600	384	9245	3699	3699
384	22294	15718	17318	385	23385	16315	20014
385	27688	24991	42309	386	28072	25729	45743
386	32204	29946	72255	387	33208	30640	76383
386.48	35000	16129	88384	387.5	36250	17365	93748

Basin volume are shown above. 386.48 and ~387.50 appear to be the low points of the spillways that drain to the east parallel to the railroad tracks, in the surveyed and design basins, respectively. The elevation difference could be that different control points or datums were used by the different survey crews. As you can see, the basin is roughly 94% of the capacity of the design basin. There appears to be adequate room for the Melhorns to raise the spillway and the berm a couple of inches to gain the volume that was anticipated within the design.

Michael Bingham, P.E.  
Assistant Vice President  
Office: 717.569.7021 x2074  
Direct: 717.560.6074  
[www.arroconsulting.com](http://www.arroconsulting.com)



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142.1

**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	62.00
2	TECHNICIANS	76.00
3	DESIGNERS	102.00
4	PROJECT TECHNICIANS	130.00
5	PROFESSIONALS, SPECIALISTS	144.00
6	PROJECT PROFESSIONALS, SENIOR PROJECT TECHNICIANS	159.00
7	SENIOR PROJECT PROFESSIONALS, PROJECT SPECIALISTS	171.00
8	SENIOR PROFESSIONALS, SENIOR PROJECT SPECIALISTS	184.00
9	MANAGING PROFESSIONALS	191.00
10	MANAGING PRINCIPALS	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**  
**POSITION CLASSIFICATION SUPPLEMENT**

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

<b><u>CLASSIFICATION</u></b>	<b><u>POSITION DETAIL</u></b>
1	OFFICE & FIELD SUPPORT: CADD Clerk, Engineering Intern, Secretary I, Secretary II, Secretary III, Secretary IV
2	TECHNICIANS: Administrative Assistant I, Administrative Assistant II, CADD Operator I, CADD Operator II, Engineering Technician I, GIS Technician I, Operations Consultant I, Resident Project Representative I
3	DESIGNERS: Administrative Manager, Designer I, Engineering Technician II, Resident Project Representative II
4	PROJECT TECHNICIANS: Designer II, Engineer I, Engineering Technician III, GIS Analyst I, GIS Technician II, Grant Specialist, Planner I, Project Administrator, Resident Project Representative III, Scientist I
5	PROFESSIONALS: Engineer II, GIS Analyst II, Planner II, Scientist II  SPECIALISTS: Designer III, Engineering Technician IV, Operations Consultant II, Resident Project Representative IV
6	PROJECT PROFESSIONALS: Engineer III, GIS Analyst III, Planner III, Scientist III  SENIOR PROJECT TECHNICIANS: Designer IV, Engineering Technician V, Operations Consultant III, Specifications Writer
7	SENIOR PROJECT PROFESSIONALS: Engineer IV, GIS Analyst IV, Planner IV, Project Manager I, Scientist IV  PROJECT SPECIALISTS: Computer Services Manager, Design Manager, Engineering Specialist, Operations Consultant IV
8	SENIOR PROFESSIONALS: Engineer V, GIS Analyst V, Planner V, Project Manager II, Scientist V  SENIOR PROJECT SPECIALISTS: Senior Engineering Specialist, Operations Consultant V
9	MANAGING PROFESSIONALS: Assistant Vice President, Chief Engineer, Engineer VI, GIS Manager, Operations Consultant VI, Senior Planner, Senior Project Manager, Scientist VI
10	MANAGING PRINCIPALS: Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President

**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**

Inconsideration 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.

14c.2

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

**1. SCOPE OF SERVICES**

ARRO shall perform all services generally associated with the office of Borough Engineer. Such services shall include, but shall not be limited to, reviews of applications and plans filed under the Subdivision and Land Development Ordinance and Storm Water Management Ordinance; inspection of improvements installed by developers pursuant to approved subdivision and land development or storm water management plans; responding to questions by Borough staff; attendance (when requested) at meetings with Borough Council, Council Committees, Borough Planning Commission; Borough Zoning Hearing Board and/or Borough staff; preparation of plans and specifications for Borough projects to include road maintenance, road resurfacing, curb and sidewalk, storm water management, and similar matters; surveying and plan preparation for grant proposals; or other specific services as requested and authorized. 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. OWNERSHIP OF DOCUMENTS**

Following Client's payment of fees for services rendered to ARRO, all drawings, calculations, plans and specifications are, and shall become, the property of the Client. However, the aforesaid items are not to be used by the Client on other projects except by agreement with ARRO. ARRO's approval shall not be unreasonably withheld.

Client agrees to hold harmless, indemnify, and defend ARRO against all damages, claims, and losses, including reasonable attorneys' fees arising out of any reuse of the plan and specifications.

ARRO, at Client's request and upon proper remuneration, will furnish copies of Drawings and Specifications to Client on Electronic Media. Since ARRO has no control over the stability of such Electronic Media or compatibility with other system hardware or software, any use or reuse by Client or other parties authorized by Client, shall be at Client's sole risk. Client agrees to hold harmless, indemnify and defend ARRO against all damages, claims and losses, including defense costs, arising out of any use of the Electronic Media. Client's sole remedy upon discovery of errors or omissions, within thirty (30) days of receipt of Electronic Media, whether discovered in Electronic Media or printed copies derived from such media, shall be the reissue by ARRO of updated Electronic Media.

**3. 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.

**4. 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.

Client agrees to limit ARRO'S liability to the Client, owner, and to all construction contractors and subcontractors on the project, due to ARRO'S negligent acts, errors, or omissions such that the total aggregate liability of ARRO to all those named shall not exceed ARRO'S limits of liability insurance (see attached Certificates of Liability Insurance for limits). Each policy of liability insurance (except professional liability insurance) shall (i) include Client as an additional insured; and (ii) contain in the Certificate of Liability Insurance for such policies a provision that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to Client. The Certificate of Liability Insurance pertaining to Client's professional liability insurance shall contain a provision that a 30-day Notice of Cancellation will be issued in accordance with policy terms and conditions.

**5. 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, consultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

**6. 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.

**7. 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.



## **8. 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.

## **9. 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.

## **10. 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.

## **11. 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).

## **12. 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.

## **13. 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.

## **14. ENTIRE AGREEMENT**

This Agreement, upon its acceptance by the Client, shall constitute the entire and integrated understanding between the parties and supersedes any 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.

## **15. 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 a 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.

## **16. 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.

## **17. 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 Lancaster County Court of Common Pleas.

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# CHIQUES CREEK WATERSHED ALLIANCE 2022 WATERSHED EXPO

**When: JUNE 7, 2022 5:30 - 8:00 PM**  
**Where: Manheim Farm Show Complex**

**FREE FAMILY  
EVENT!!!**

**COME LEARN ABOUT  
YOUR WATERSHED!**

**FREE ICE CREAM  
AND DRINKS!!!**

donated by Kreider Farms



## Exhibitors include:

- Penn State Agriculture and Environmental Center
- Chesapeake Bay Foundation
- Lancaster County Master Gardeners
- Lancaster County Conservancy
- Lancaster County Parks & Recreation
- Lancaster County Conservation District—Spotted Lanternfly display
- Wood duck display
- ...and many others!

## Highlights:

- Explore and tour the new Memorial Park
- Check out creek creatures
- Rain Barrel giveaway
- Make a fish print t-shirt
- Native plants and trees giveaway
- Try the Collect-a-Stamp challenge
- Beekeeping display
- Fish stocking
- Food trucks
- Song Smith Entertainment
- Various workshops and demonstrations
- ...and so much more!

\*Please note that parking is limited due to current High School Construction. Additional parking available at the Manheim Central Middle School across the Covered Bridge.



**Chiques Creek Watershed Alliance**  
97 North Penryn Road, Manheim, PA  
(717) 665-4508 [chiquescreekwatershed.com](http://chiquescreekwatershed.com)  
Check us out on Facebook!  
**WE ALL LIVE DOWNSTREAM!**







# June 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
			TRASH DELAYED ONE DAY			
			WOODY WASTE PICK-UP			
5	6 Council 7 PM	7 Authority 4 PM	8 Plan. Comm. 7 PM	9	10	11
12	13 Public Works 6:30 PM	14	15	16	17	18
		WOODY WASTE PICK-UP				
19	20 Building Ad Hoc 5 PM	21 Authority 4 PM	22 ZHB 7 PM	23 Admin / Finance 6:30 PM	24	25
26	27 Civil Service Com 5:30 PM (as needed) Public Safety 6:30 PM	28 Authority Admin Committee 4 PM	29	30		
	WOODY WASTE PICK-UP					