

**Mount Joy Borough
Council Meeting Agenda
7:00 PM, Monday, June 7, 2021**

1. Call to Order
2. Roll Call—Councilors, Castaldi, Deering, Eichler, Fahndrich, Ginder, Reese, Ruschke, Youngerman, President Hall and Mayor Bradley
3. Invocation
4. Pledge of Allegiance
5. Announcement of Executive Sessions-To discuss personnel matter.
6. Consider a motion to approve the June 7, 2021, Borough Council Meeting Agenda.
7. Public Input Period - Comments of Any Borough Resident or Property Owner. Time limit of three minutes per individual.
8. Reports
 - a. Mayor
 - b. Police Chief
 - c. Fire Department Mount Joy
 - d. SVEMS
 - e. EMA
 - f. Main Street Mount Joy
 - g. Library
 - h. Code Officer
 - i. Stormwater Officer
 - j. Public Works Department
 - k. Borough Authority Manager
 - l. Borough Manager
9. Approval of Minutes of the Regular Borough Council Meeting held on May 3, 2021.
10. Administration and Finance Committee
 - a. Consider a motion to open a public hearing for F2B Holdings LLC, located at 860 Milton Grove Rd, Mount Joy, and Shawn and Jill Erb, 221 W. Henry Street, Mount Joy, to change the zoning classification of a tract of land containing 5.29 acres located at 202 Fairview Street, Mount Joy, and to change the zoning classification of a tract of land containing 0.503 acres located at 104 Fairview Street Rear, Mount Joy, from Conservation Zoning District to Commercial Business Zoning District.
 - i. Public Comment
 - b. Consider a motion to close the public hearing.
 - c. Consider a motion to approve Ordinance 4-21 to change the zoning classifications of tracts of land containing 5.29 acres located at 202 Fairview Street and 0.503 acres

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 • www.mountjoyborough.com

located at 104 Fairview Street Rear from Conservation District to Commercial Business District.

- d. Consider a motion to approve Amendment No. 1 to the original client agreement for professional services with Michael Baker International for the Active Transportation Guidebook.
- e. Consider a motion to approve Ordinance 7-21 to extend the Local Economic Revitalization Tax Assistance Act (LERTA) for an additional 5 years commencing on August 1, 2021.
- f. Consider a motion to approve a legal invoice in the amount of \$2,000.00 to Katten Muchin Rosenman LLP for a Right of Way Easement Agreement for CVS for the ARLE Grant.

11. Public Safety Committee

- a. Consider a motion for approval of the REYS Organization's request to close Hemp St., Strawberry Alley, 2nd St., and Forlorn Alley on Friday, June 25, 2021, from 5:00 pm to 8:00 pm for the 2021 REYS Fundraising event.
- b. Consider a motion for approval to purchase HEPA air filters at a cost of approximately \$3,596.00.
- c. Consider a Motion for the conditional offer of employment to hire Zachary Steffen as a full-time Police Officer with Mount Joy Borough Police Department.

12. Public Works Committee

- a. Consider a motion to award the 2021 Seal Coat bid to Martin Paving Inc. for \$118,849.40.
- b. Consider a motion to award the 2021 Concrete Bid to S M Johns & Son Construction LLC.
- c. Consider a motion to enter into a Memorandum of Understanding with the Lancaster County Redevelopment Authority to allow qualified homeowners to apply for assistance for certain Borough mandated repairs.
- d. Consider a motion to approve Resolution No. 5-21 directing staff to submit an application for the Growing Greener Grant administered by the Pennsylvania Department of Environmental Protection for planning and design of streambank restoration along Little Chiques Creek and drainage improvements to Little Chiques Park.
- e. Consider a motion to approve Resolution No. 6-21 directing staff to submit an application for the Growing Greener Grant administered by the Pennsylvania Department of Environmental Protection for implementation of streambank restoration at Little Chiques Creek and drainage improvements to Little Chiques Park.

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

14. Any other matter proper to come before Council.

15. Authorization to pay bills.

16. Meetings and dates of importance, see the yellow calendar.

17. Executive Session – to discuss personnel matter.

18. Adjourn

The next regular Borough Council meeting is scheduled for 7:00 PM, on Monday, July 12, 2021

Detective Summary of Cases

CASE DESCRIPTION	Previous Month 2021	NEW CASES April 2021	Monthly CLOSED CASES	TOTAL
Accident, Hit & Run	0			0
Arson	2			2
Assault	2			2
Assist Other Agency	0			0
Burglaries	36		(5)	36
Criminal Mischief / Vandalism	5	2		7
Child & Family Offense (Abuse)	2			2
Death Investigation	4			4
Drug Offense	0			0
Harassment by Communication	0	1		1
Fraud (Forgery, Id Theft, etc.)	15			15
Receiving Stolen Property	1			1
Robbery	8			8
Suspicious Activity	0			0
Theft	41		1 (6)	40
Trespass	0			0
Miscellaneous	3			3
Threat to Official	1			1
Sex Offense				
Adult	0			0
Juvenile	2		2	0
TOTAL OPEN CASES	122	3	2	122
New Cases Assigned	3	MTH		
Closed Cases*	15	YTD		
Warrants Served	0	MTH		
Surveillance Hours Conducted**	0	MTH		

*cold cases are marked in ()



MOUNT JOY POLICE DEPARTMENT

Calls for Service

April 2021

Code	Call for Service	Totals
0510	BURGLARY	1
0613	THEFT SHOPLIFTING	1
0619	THEFT ALL OTHERS	2
0710	MOTOR VEHICLE THEFT	1
0800	SIMPLE ASSAULT	1
1130	FRAUD ALL OTHERS	3
1440	CRIMINAL MISCHIEF ALL	10
1810	DRUG POSSESSION OFFENSE	3
1845	DRUG PARAPHERNALIA	1
1850	OVERDOSE	1
2040	FAMILY OFFENSES - DOMESTIC	5
2111	DUI-ALCOHOL/UNDER INFL	3
2450	NOISE COMPLAINT	3
2640	MUN ORD VIOLATIONS	6
2654	DISTURBANCE	5
2657	HARASSMENT	2
2660	TRESPASSING	2
2665	FIREWORKS	1
2671	OTHER CRIMINAL INVESTIGATION	1
4014	OPEN DOORS/WINDOWS GENERAL POLICE	1
4018	STREET LIGHTS-OUT/REPAIRS	4



MOUNT JOY POLICE DEPARTMENT

Calls for Service

April 2021

Code	Call for Service	Totals
4021	SUSPICIOUS ACTIVITY	17
4023	SHOTS FIRED - REPORTS	1
4028	OTHER NON-CRIMINAL INV GENERAL POLICE	2
4051	ALARM BURGLARY OR HOLD UP RESIDENCE	1
4052	ALARM BURGLARY OR HOLDUP NON RESIDENCE	10
4100	ALARMS (FIRE ALARMS)	1
4101	FIRES (ALL WORKING FIRES)	2
4502	NON MV CRASH DEATHS	1
5004	FOUND ARTICLES	6
5008	LOST ARTICLES	2
5510	ANIMAL COMPLAINTS ALL	10
6008	REPORTABLE MV CRASH NO INJURIES	8
6015	REPORTABLE MV CRASH HIT & RUN	3
6016	NON REPORTABLE MV CRASH	3
6303	TRAFFIC OFFENSE ALL OTHER	6
6305	SELECTIVE ENFORCEMENT TRAFFIC	15
6308	TRAFFIC MV COMPLAINT	5
6310	TRAFFIC ENFORCE / STOP	89
6335	TRAFFIC HAZARD	6
6336	DISABLED MV	3
6510	PARKING ENFORCEMENT	1
6511	PARKING VIOLATION COMPLAINT	27



MOUNT JOY POLICE DEPARTMENT

Calls for Service

April 2021

Code	Call for Service	Totals
6602	ABANDONED IMPOUND/TOWAWAY	1
6612	SIGNALS SIGNS OUT	1
7002	BUILDING CHECK	57
7008	MEDICAL ASSISTANCE	73
7014	OTH PUB SERV/WELFARE CHK	10
7015	ASSIST CITIZEN	13
7025	EMOTIONALLY DISTURBED PERSON (EDP)	3
7504	ASSISTING-OTHER POLICE DP	20
7506	ASSISTING-OTHER AGENCIES	2
7522	ASSISTING OTHER OFFICER	1
8010	WARRANTS-LOCAL	4
9002	ADMINISTRATIVE DUTIES	7
9008	COURT	43
9016	LOCAL ADMIN USE	2
9020	POLICE INFORMATION	36
9021	TRAINING	5
9025	FIELD CONTACT INFORMATION	12
9028	FINGERPRINT	3
9029	CIVIL MATTER	1
9030	SPECIAL DETAIL ASSIGNMENT	3
9034	REPOSSESSION	2
9050	BACKGROUND CHECK	4



MOUNT JOY POLICE DEPARTMENT

Calls for Service

April 2021

Code	Call for Service	Totals
9068	COMMUNITY RELATIONS ACTIVITY	2
911	911 HANG UP / CHK WELFARE	2
9112	FOOT PATROL	5
9115	FOLLOW UP	152
9137	EVIDENCE DUTIES	5
9192	VEHICLE MAINTENANCE	11
9988	RETURN TO STATION	1
9989	CALL BY PHONE	2
9999	NON-CAT DATA	4
Grand Total		763

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 4/1/2021 to Ending Issue Date 4/30/2021

Charge	Total
1301 A - DR UNREGIST VEH	2
1786 F - OPER VEH W/O REQ'D FINANC RESP	1
3111 A - OBEDIENCE TO TRAFFIC-CONTROL DEVICES	1
4303 - GENERAL LIGHTING REQUIREMENTS	1
4703 A - OPERAT VEH W/O VALID INSPECT	1
1301 - 1301 A - Dr Unregist Veh	5
1371 - 1371 A - Veh Reg Suspended	2
1501 - 1501 A - Driving W/O A License	3
1543 - 1543 A - Driv While Oper Priv Susp Or Revoked	3
1543 - 1543 B1.i - Driving While BAC .02 or Greater While License Susp	1
1543 - 1543 B1i - Drg Lic Sus/Rev Purs to Sec 3802/1547B1	1
1543 - 1543 B1ii - Drg Lic Sus/Rev Purs to Sec 3802/1547B1-2nd Violation	1
1786 - 1786 F - Oper Veh W/O Req'd Financ Resp	2
3111 - 3111 A - Obedience to Traffic-Control Devices	7
3112 - 3112 A3i - Failure To Stop At Red Signal	1
3112 - 3112 A3ii - Illegal Turn	2
3309 - 3309 1 - Disregard Traffic Lane (Single)	3
3316 - 3316 A - Prohibiting text-based communications	2
3323 - 3323 B - Duties At Stop Sign	2
3334 - 3334 A - Turning Movements And Required Signals	1
3334 - 3334 B - Signal Improp	1
3362 - -	12
3702 - 3702 A - Back Up Vehicle Improperly	1
3703 - 3703 A - Drive On Sidewalk	1
3714 - 3714 A - Careless Driving	4
4581 - 4581 A1.1 - Restraint Systems - Child Booster Seat	1
4703 - 4703 A - Operat Veh W/O Valid Inspect	1
1301 A - DR UNREGIST VEH	1
3111 A - OBEDIENCE TO TRAFFIC-CONTROL DEVICES	1
3303 A - OVERTAKING VEHICLE ON THE LEFT	1
3309 1 - DISREGARD TRAFFIC LANE (SINGLE)	1
3323 B - DUTIES AT STOP SIGN	5

3334 A - TURNING MVMTS & RQR'D SIGNALS	2
3362 A3-19 - EXCEED MAX SPEED LIM ESTB BY 19 MPH	1
4107 - UNLAWFUL ACTIVITIES	9
4303 A - NO HEADLIGHTS	1
<hr/>	
Total:	85
<hr/>	

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 4/1/2021

to Ending Issue Date 4/30/2021

Charge Type: ARREST

Charge	Total
1371 A - PA TITLE 75, SECTION VC-1371 (A): OPERATION FOLLOWING SUSPENSION OF REGISTRATION.	1
1543 B-1 - PA TITLE 75, SECTION VC-1543 (B)(1)(II): DRIVING WHILE OPERATING PRIVILEGE IS SUSPENDED OR REVOKED. (DUI RELATED)	1
1786 F - PA TITLE 75, SECTION VC-1786 (F): OPERATION OF A MOTOR VEHICLE WITHOUT REQUIRED FINANCIAL RESPONSIBILITY.	1
2701 A1 - PA TITLE 18, SECTION CS-2701(A)(1): SIMPLE ASSAULT	1
2701 A1 - PA TITLE 18, SECTION CS-2701(A)(1): SIMPLE ASSAULT.	1
2709 A4 - HARASSMENT - COMM. LEWD, THREATENING, ETC. LANG.	2
2709.1 A1 - STALKING - REPEATEDLY COMMIT ACTS TO CAUSE FEAR	2
3309 1 - PA TITLE 75, SECTION VC-3309 (1): DRIVING ON ROADWAYS LANED FOR TRAFFIC.	1
3743 A - PA TITLE 75, SECTION VC-3743 (A): ACCIDENTS INVOLVING DAMAGE TO ATTENDED VEHICLE OR PROPERTY.	1
3802 A1 - DRIVING UNDER THE INFLUENCE -GENERAL IMPAIRMENT	1
3802 C - DRIVING UNDER THE INFLUENCE-ALC - .16% OR HIGHER	1
3802 D2 - PA TITLE 75, SECTION VC-3802 (D)(2): DRIVING UNDER THE INFLUENCE OF ALCOHOL OR CONTROLLED SUBSTANCE. CONTROLLED SUBSTANCES.	1
4302 A-1 - RQR'D SUNSET TO SUNRISE	1
4952 A3 - INTIM WIT/VICT-WITHHOLD INFORMATION	2
780-113 A16 - INTENTIONAL POSSESSION OF CONTROLLED SUBSTANCE BY	1
780-113 A32 - USE / POSSESSION OF DRUG PARAPHERNALIA	1
908 A - PROHIBITED OFFENSIVE WEAPONS	1
Total:	20

Charge Type: COMPLAINT

Charge	Total
2709 A3 - HARASSMENT/REPEATEDLY ALARM, ANNOY	1
3929 A1 - RETAIL THEFT	2
5503 A4 - DISORDER CONDUCT	1
Total:	4

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

	331.120	Borough Tickets (Other)	\$100.00
	321.310	Bicycle Registration	\$0.00
	380.010	Alarm Fees	\$1,200.00
	321.600	Mercantile Licenses	\$0.00
	362.100	Police Reports	\$45.00
331.11	331.120	Clerk of Court Disbursement	\$1,170.86
331.11	331.120	Magisterial Court Disbursement	\$2,231.99
	331.130	DUI Roving Reimbursement	\$240.14
	331.130	DUI Roving Reimbursement	\$437.75
	331.130	SERT Reimbursement	\$65.66

TOTAL April 2021 \$5,491.40
Total April 2020 \$2,492.27

Submitted by: _____



Received by: _____

N. Scordo, D. Ellis

New Detective Cases

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

Police Activity Statistics

2021

	Citation Charges	Criminal Charges	Deposits	Incidents	Total Inc YTD	Total Inc Prev YTD
Jan	60	26	\$2,716.89	589	589	574
Feb	86	34	\$3,959.23	1118	1,118	1133
Mar	55	7	\$6,065.89	674	1,792	1619
Apr	85	20	\$5,491.40	763	2,555	1976
May						2529
June						3229
July						3897
Aug						4615
Sept						5282
Oct						5806
Nov						6303
Dec						6802
TOTAL						6802



pennsylvania
DEPARTMENT OF TRANSPORTATION



FOR IMMEDIATE RELEASE
April 28, 2020

Mount Joy Borough Police Department Highlights Aggressive-Driving Enforcement Results

Mount Joy, PA – The Mount Joy Borough Police Department joined the Pennsylvania State Police and municipal police agencies to conduct targeted aggressive-driving enforcement between March 18 and April 25, 2021.

The Mount Joy Borough Police conducted 9 hours of dedicated Aggressive Driving Enforcement patrols and made 22 contacts and issued 22 aggressive-driving related citations during the enforcement period.

The enforcement wave focused on aggressive-driving behaviors such as running red lights, tailgating, pedestrian safety and heavy truck violations. Motorists exhibiting other unsafe behaviors such as driving too fast for conditions, following too closely or other aggressive actions were also cited.

The enforcement was part of the Pennsylvania Aggressive Driving Enforcement and Education Project and is funded by part of the Pennsylvania Department of Transportation's (PennDOT) investment of federal funds from the National Highway Traffic Safety Administration (NHTSA).

For more information on aggressive driving, visit www.PennDOT.gov/safety.

MEDIA CONTACT: Sergeant Scott E Drexel, 717-653-1650

FDMJ Monthly Incident Report Summary

April 2021

Responded to **36 alarms** for the month of April 2021 – **172 total alarms** for year as of 4/30/21

Time in service for month: **30 hours and 0 minutes**

Average manpower per incident: **10 members per call for month - (6a-4p 14 calls/5 members per call)**

Total Man-hours: **192 hours & 46 minutes**

Calls by Municipality First Due: 20 first due alarms – 16 mutual aid alarms

- Mount Joy Borough - 10
- Rapho Township - 8
- Mount Joy Township - 1
- East Donegal Township – 1

Apparatus used

- Engine 75-1 -8
- Engine 75-2 - 16
- Truck 75 - 7
- Squad 75-1 - 3
- Traffic 75 - 5
- Duty Chief Vehicle - 10
- Duty Officer Vehicle – 9

Property pre-incident value: \$ 1,350,000.00

Property fire loss: \$82,500.00

Property post incident saved: \$1,267,500.00

2021 FDMJ responds to a call every 16 hours & 45 min

Total Training hours of 32 members trained for 214 hours & 30 Minutes

Fire Prevention Details - no fire prevention detail for the month

Community Service Details for the month – 2 duty crews and 2 public service events

Notable First Due Calls:

- RT – Zink Rd – farm machinery fire - \$35,000.00 fire loss
- EDT – Kraybill Church Road – riding mower fire - \$2,500.00 fire loss
- MJB – S Market Ave – industrial fire - \$10,000.00 fire loss
- RT – Ridgewood Manor – Mobile home fire - \$35,000.00 fire loss

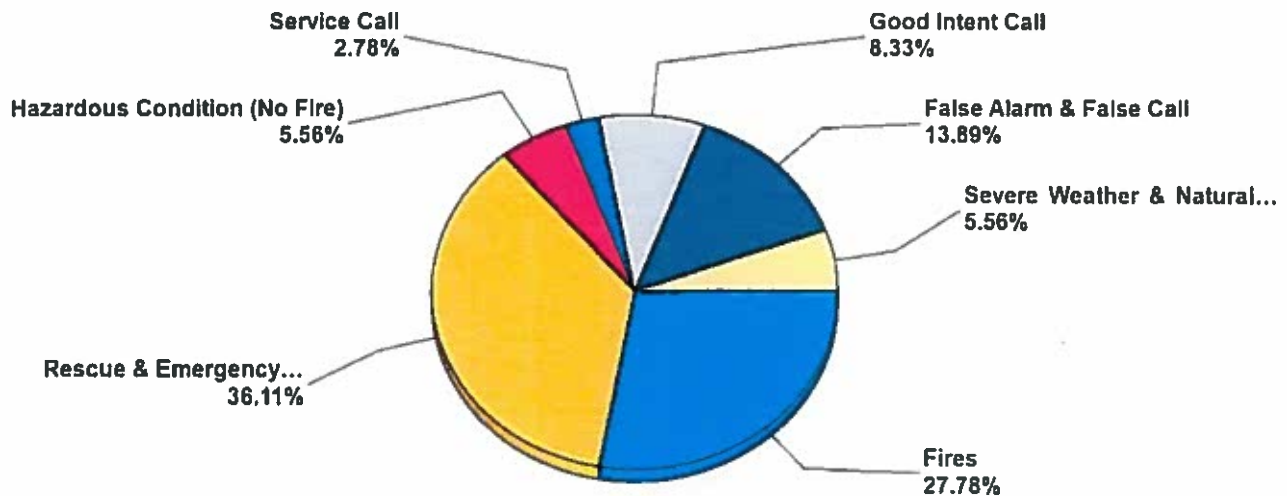
Fire Department Mount Joy

Mount Joy, PA

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 04/01/2021 | End Date: 04/30/2021



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	10	27.78%
Rescue & Emergency Medical Service	13	36.11%
Hazardous Condition (No Fire)	2	5.56%
Service Call	1	2.78%
Good Intent Call	3	8.33%
False Alarm & False Call	5	13.89%
Severe Weather & Natural Disaster	2	5.56%
TOTAL	36	100%

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



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Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	1	2.78%
111 - Building fire	6	16.67%
130 - Mobile property (vehicle) fire, other	1	2.78%
138 - Off-road vehicle or heavy equipment fire	1	2.78%
142 - Brush or brush-and-grass mixture fire	1	2.78%
311 - Medical assist, assist EMS crew	4	11.11%
322 - Motor vehicle accident with injuries	3	8.33%
324 - Motor vehicle accident with no injuries.	1	2.78%
352 - Extrication of victim(s) from vehicle	3	8.33%
353 - Removal of victim(s) from stalled elevator	1	2.78%
357 - Extrication of victim(s) from machinery	1	2.78%
444 - Power line down	1	2.78%
445 - Arcing, shorted electrical equipment	1	2.78%
571 - Cover assignment, standby, moveup	1	2.78%
600 - Good intent call, other	1	2.78%
622 - No incident found on arrival at dispatch address	1	2.78%
652 - Steam, vapor, fog or dust thought to be smoke	1	2.78%
735 - Alarm system sounded due to malfunction	1	2.78%
741 - Sprinkler activation, no fire - unintentional	1	2.78%
743 - Smoke detector activation, no fire - unintentional	1	2.78%
745 - Alarm system activation, no fire - unintentional	2	5.56%
813 - Wind storm, tornado/hurricane assessment	2	5.56%
TOTAL INCIDENTS:	36	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

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Incident Statistics

Zone(s): All Zones | Start Date: 04/01/2021 | End Date: 04/30/2021

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		13	
FIRE		23	
TOTAL		36	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
TOTAL			
PRE-INCIDENT VALUE		LOSSES	
\$1,350,000.00		\$82,500.00	
CO CHECKS			
TOTAL			
MUTUAL AID			
Aid Type		Total	
Aid Given		14	
Aid Received		6	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
4		11.11	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station 75	0:06:08	0:08:52	
AVERAGE FOR ALL CALLS		0:09:15	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station 75	0:01:56	0:03:48	
AVERAGE FOR ALL CALLS		0:03:21	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Fire Department Mount Joy		50:00	

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

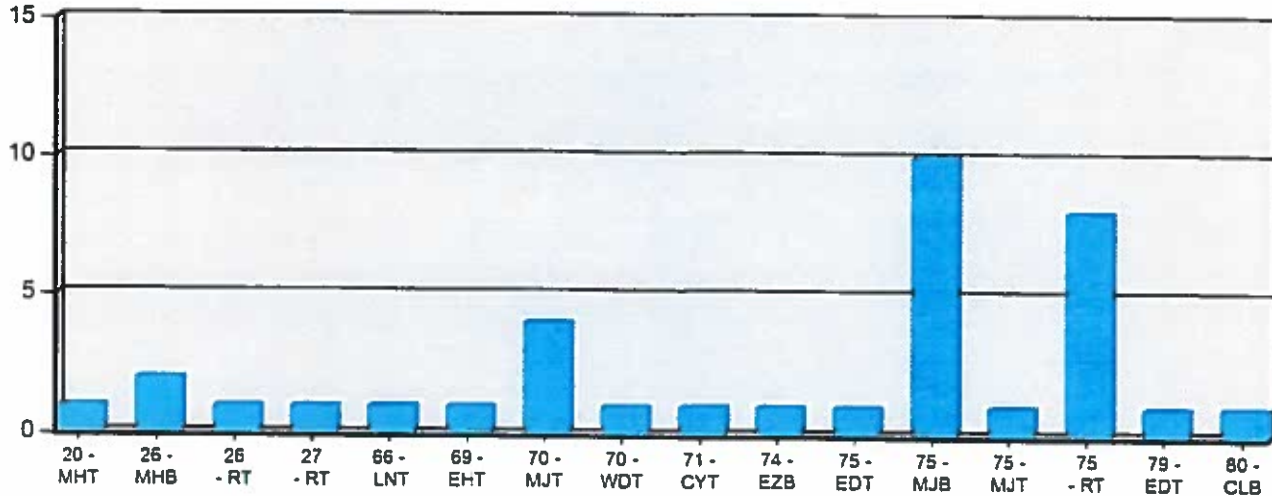
Fire Department Mount Joy

Mount Joy, PA

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Incident Count per Zone for Date Range

Start Date: 04/01/2021 | End Date: 04/30/2021



ZONE	# INCIDENTS
20 - MHT - 20 Manheim Township	1
26 - MHB - 26 Manheim Borough	2
26 - RT - 26 Rapho Township	1
27 - RT - 27 Rapho Township	1
66 - LNT - 66 Lancaster Township	1
69 - EHT - 69 East Hempfield Township	1
70 - MJT - 70 Mount Joy Township	4
70 - WDT - 70 West Donegal Township	1
71 - CYT - 71 Conoy Township	1
74 - EZB - 74 Elizabethtown Borough	1
75 - EDT - 75 East Donegal Township	1
75 - MJB - 75 Mount Joy Borough	10
75 - MJT - 75 Mount Joy Township	1
75 - RT - 75 Rapho Township	8
79 - EDT - 79 East Donegal Township	1
80 - CLB - 80 Columbia Borough	1
TOTAL:	36

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

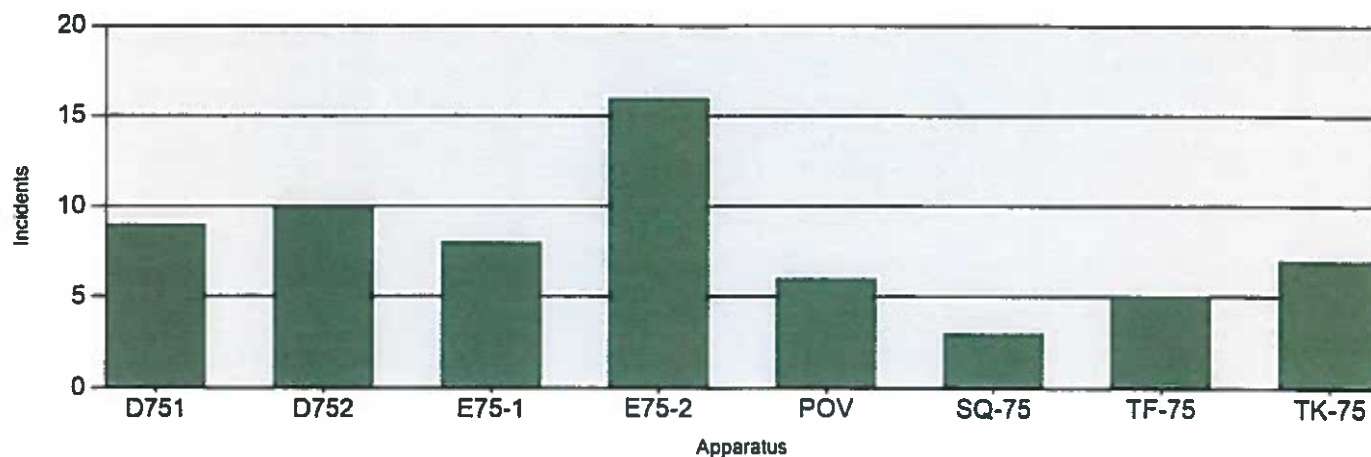
Fire Department Mount Joy

Mount Joy, PA

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Incident Count per Apparatus for Date Range

Start Date: 04/01/2021 | End Date: 04/30/2021



APPARATUS	# of INCIDENTS
D751	9
D752	10
E75-1	8
E75-2	16
POV	6
SQ-75	3
TF-75	5
TK-75	7

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

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Incident Count with Man-Hours per Zone for Date Range

Start Date: 04/01/2021 | End Date: 04/30/2021

ZONE	INCIDENT COUNT	MAN-HOURS
20 - MHT - 20 Manheim Township	1	1:55
26 - MHB - 26 Manheim Borough	2	12:24
26 - RT - 26 Rapho Township	1	1:54
27 - RT - 27 Rapho Township	1	0:42
66 - LNT - 66 Lancaster Township	1	13:54
69 - EHT - 69 East Hempfield Township	1	4:32
70 - MJT - 70 Mount Joy Township	4	4:01
70 - WDT - 70 West Donegal Township	1	0:41
71 - CYT - 71 Conoy Township	1	9:38
74 - EZB - 74 Elizabethtown Borough	1	0:30
75 - EDT - 75 East Donegal Township	1	4:11
75 - MJB - 75 Mount Joy Borough	10	50:32
75 - MJT - 75 Mount Joy Township	1	0:34
75 - RT - 75 Rapho Township	8	76:06
79 - EDT - 79 East Donegal Township	1	0:29
80 - CLB - 80 Columbia Borough	1	10:42
TOTAL	36	192:46

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.



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Fire Department Mount Joy

Mount Joy, PA

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Losses for Date Range

Start Date: 04/01/2021 | End Date: 04/30/2021

TOTAL INCIDENTS	TOTAL PROPERTY LOSS	TOTAL CONTENT LOSS	TOTAL LOSSES	AVERAGE LOSS
4	\$67,500.00	\$15,000.00	\$82,500.00	\$20,625.00

INCIDENT NUMBER	DATE	Incident Type	PROPERTY LOSS	CONTENT LOSS	TOTAL	% of Total
2021-142	04/09/2021	138 - Off-road vehicle or heavy equipment fire	\$35,000.00	\$0.00	\$35,000.00	42.42%
2021-143	04/11/2021	130 - Mobile property (vehicle) fire, other	\$2,500.00	\$0.00	\$2,500.00	3.03%
2021-144	04/12/2021	111 - Building fire	\$10,000.00	\$0.00	\$10,000.00	12.12%
2021-156	04/23/2021	111 - Building fire	\$20,000.00	\$15,000.00	\$35,000.00	42.42%

Only REVIEWED incidents included



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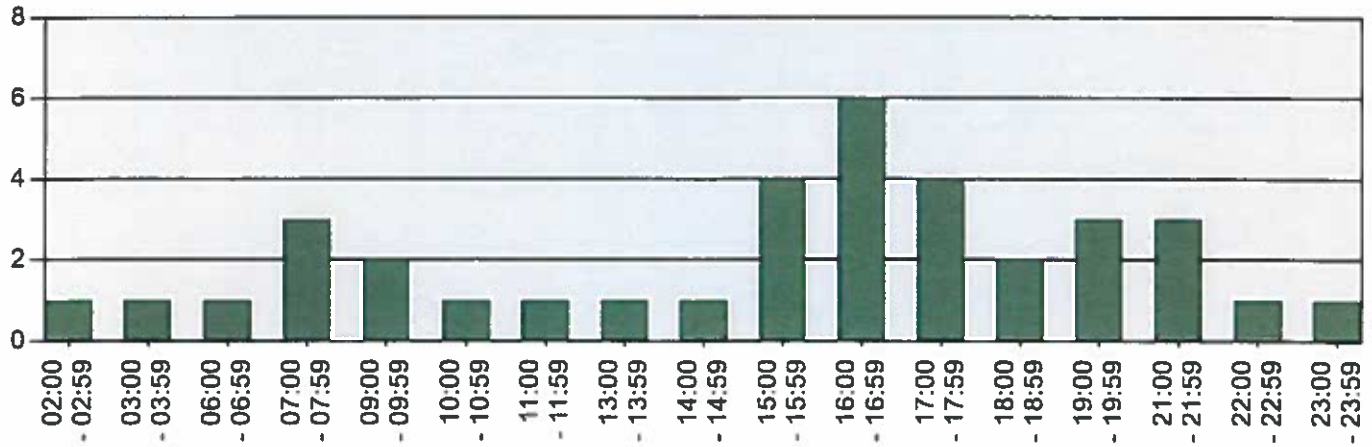
Fire Department Mount Joy

Mount Joy, PA

This report was generated on 5/12/2021 7:58:26 PM

Incidents by Hour for Date Range

Start Date: 04/01/2021 | End Date: 04/30/2021



Hour	# of CALLS
02:00 - 02:59	1
03:00 - 03:59	1
06:00 - 06:59	1
07:00 - 07:59	3
09:00 - 09:59	2
10:00 - 10:59	1
11:00 - 11:59	1
13:00 - 13:59	1
14:00 - 14:59	1
15:00 - 15:59	4
16:00 - 16:59	6
17:00 - 17:59	4
18:00 - 18:59	2
19:00 - 19:59	3
21:00 - 21:59	3
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

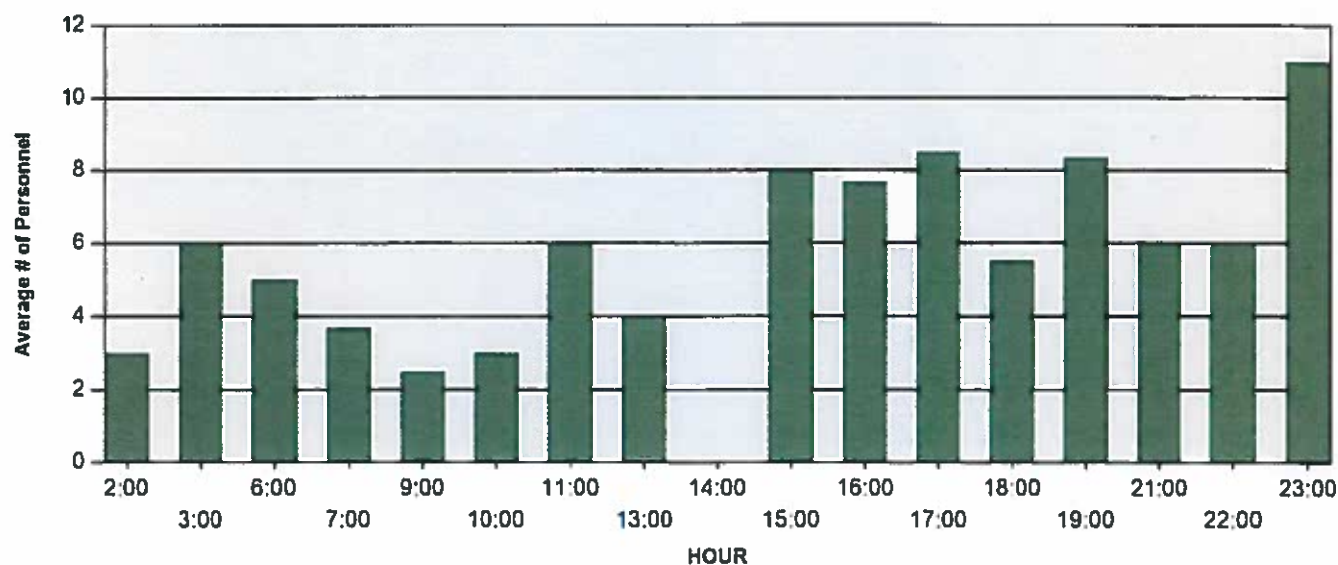


Mount Joy, PA

This report was generated on 5/12/2021 8:03:23 PM

Average Number of Responding Personnel per Hour for Date Range

Start Date: 04/01/2021 | End Date: 04/30/2021



HOUR	AVG. # PERSONNEL
02:00 - 02:59	3.00
03:00 - 03:59	6.00
06:00 - 06:59	5.00
07:00 - 07:59	3.67
09:00 - 09:59	2.50
10:00 - 10:59	3.00
11:00 - 11:59	6.00
13:00 - 13:59	4.00
14:00 - 14:59	0.00
15:00 - 15:59	8.00
16:00 - 16:59	7.67
17:00 - 17:59	8.50
18:00 - 18:59	5.50
19:00 - 19:59	8.33
21:00 - 21:59	6.00
22:00 - 22:59	6.00
23:00 - 23:59	11.00

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.



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MOUNT JOY BOROUGH COUNCIL REPORT FOR MAY 2021 ACTIVITIES

- Received 2021 National Accreditation for Main Street Mount Joy from Main Street America.
- Working with 2 businesses on building new websites (each estimated at \$6000 value).
- Trained two downtown businesses on how to maintain their current websites (estimated \$300 value).
- Resolved IT issues for downtown business for email spamming and spoofing (estimated \$375 value).
- Working with several businesses on finding employees for the summer and as they ramp up for normal operations. Still very difficult to find employees.
- Held Sidewalk Sales on May 28 & 29.
- Planning Craft Show (June 12) and Car Show (July 24).
- Worked with downtown resident on purchasing a local business. Provided info on low interest loans and resources for financing. Started process of writing a business plan.
- Started working with a downtown business on their business model revisions. This project will involve inventory analysis, pricing analysis, competitor analysis and reworking of current business model (estimated \$15,000 value).
- Finalized project on merchandising rework & enhancement for a downtown business. Was able to create 200 square feet of merchandising space and enhance the inside of the shop (estimated \$3000 labor costs saved).
- Worked with 3 downtown businesses on re-opening with less employees, putting new policies in place and how to maintain safety of guests & workers.
- Starting a new multi-business collaboration project downtown intended to save one business from closing. This collaboration will be completed over the next 5 months.
- The collaboration project between MSMJ, Ladybug Suds 'n Scrubs and Gentlemen's Barber was featured **locally** through the Elizabethtown Advocate, **state-wide** through PA Downtown Center and PA DCED's network & social media and **nationally** through the Main Street America network and social media.

Some of these things require large amounts of time and resources. Our downtown businesses get this support for free from MSMJ.

Web development may total 30 – 60 hours over a span of a few weeks to gather the content, write the copy, take photos and develop e-commerce tools. In the market, web development costs anywhere from \$5,000 - \$15,000 per website.

Strategic Plan development can total up to 80 hours of work and several long meetings (2+ hours each meeting) to talk about long range goals, gathering data, reviewing data and working out details of the steps on each plan. In the market, Strategic Plan development costs range from \$5,000 - \$20,000.



55 East Main Street : Mount Joy, PA 17552 : 717.653.4227
mainstreetmountjoy.com : info@mainstreetmountjoy.com

2021 Sponsorship Update

Festival of the Arts (postponed until April)

- Major Sponsor : T-Mobile

Chocolate Walk

- Major Sponsor : T-Mobile

Craft Show

- Major Sponsor : T-Mobile
- Major Sponsor : Sheetz Funeral Home

Car Show

- Major Sponsor : T-Mobile
- Major Sponsor : Members 1st Federal Credit Union
- Major Sponsor : Lanco Federal Credit Union
- Major Sponsor : Marietta Notary
- Sponsor: Knowlton Dental Associates

Winterfest

- Major Sponsor : T-Mobile
-
- T-Mobile is a Diamond Sponsor of MSMJ for 2021.



MILANOF-SCHOCK LIBRARY

1184 Anderson Ferry Road, Mount Joy, PA 17552

Tel: 717.653.1510 Fax: 717.653.4030

www.mslibrary.org

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

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

April 2021- Compiled by Joseph McIlhenney, Executive Director
Contributors: Susan Craine, Kim Beach, Jan Betty & Kirstin Rhoades

April 2021 Statistics	2021	2021 YTD	2020	2020 YTD	2019	2018
TOTAL CIRCULATION	13,808	57,906	x	40,411	14,490	15,936
OVERDRIVE & E format	1,398	5,598	1,540	5,021	2,841	1,012
NEW PATRONS	38	177	x	171	209	74
PATRON COUNT	2,551	13,396	x	15,317	6,186	6,884
Computer Log-ins	327	1,200	x	1,066	1,493	621
Wireless Access	277	1,083	106	1,317	1,602	501
PASSPORTS	86	340	x	341	419	474
Website Users	3,142					
Facebook	2,029					
Instagram	629					

Executive Summary

- Circulation continues to be strong, within 5% of 2019. Circulation per visitor continues to be very strong.
- More than 30 people participated in the Milanof-Schock Mile contest. Prizes awarded.
- \$935.50 in donations from books in Lobby, \$1,780 in donations or savings from books & materials donated
- Library served as a polling place May 18, 2021

ALL PROGRAMMING / CLUBS / PROCTORS NUMBERS

ADULT DATA	Programs	Participants	Prog. Total YTD	Participants YTD
In-Library Programs	6	42	27	111
Proctoring	0	0	0	0
Totals	7	42	27	111

YOUTH DATA	Programs	Participants	Prog. Total YTD	Participants YTD
In-Library Programs	23	328	65	556
Virtual Videos	0	0	48	265
Virtual Programs	0	0	2	672
Totals	23	328	115	1493

Volunteer Hours	Hours	Total YTD
In-Library Programs	141	422.75

Joseph

- Met with Jean Witmer, Mindy Carreras and Kim RE: Auction 2021 - Planning for Aug 2021 has begun.
- Met with Dennis Nissley, Public Works Director, Mount Joy Borough; Regarding sinkhole
- I was on-hand Friends of the Library's Community Yard sale on May 1. The day was windy, but went well.
- Met with Haley Dobart about Social Media consultant work for MSL.
- Met with Friends Group at their monthly meeting was on agenda to give report, May 10.
- Attended Chamber of Commerce Meeting in person on May 12.
- Met with Amanda Hann, Director of Secondary Education Donegal SD; Regarding library intern program

Community/Service Point (Susan)

- A total of 53 books were either added or replaced using donated materials for a total of \$638 in savings.
- Arranged schedule to cover my vacation
- Created the summer schedule which runs from June 4 – August 28
- Listened to the STIG minutes
- Attended Core 4 meeting

Youth Services (Jan)

- Focused on live programs and boosting live attendance, so there were no videos (except the Library Week shorts). Waiting for our policy to be put in place.
- Finished the Summer Reading Program calendar and sent it in to the Youth Services Coordinator to be included in the countywide booklet. I have scheduled fewer programs this summer and will add more month to month as we get back on our feet!
- Checked in with the school district for permission to send home summer reading info. Kirstin and I will finish up our SRP listing, then send in for approval as a send home document for all the students.
- Attended a virtual STEM workshop hosted by Steve Spangler. It was very good and I'll get continuing ed credits.
- Sent out the annual homeschool letter by email this year as the school district sent their snail mail copies a month early 😞
- Did a phone interview with the Elizabethtown Advocate about the Summer Reading Program.
- Books given away as prizes in programs: For Milanof-Schock Mile preschool @ \$10; Juvenile @ \$18 at Bingo: 6 preschool (@\$30), 20 juvenile (@ \$140), 1 Young adult (@ \$9) for a total of \$207 in donated book giveaways.

Public Relations/Promotions (Kirstin)

- CONSTANT CONTACT: May 2021 Enews: sent to 2,864 contacts, 568 opens (20%), 40 clicks (7%), 1 unsubscribes.
- SOCIAL MEDIA:
 - Facebook – Total Page Followers 2,029; 13 New Follows; 7,484 people reached; 3,603 post engagements
 - Instagram – 629 followers = 15 NEW followers
 - Created posts for National Calendar Days to tie in with what the Library has to offer the public
 - Kept patrons updated with new books on the shelves – Adults thru Children

- Helped Friends promote Yard Sale
 - Published 73 "Stories"; 288 unique opens, 25 engagements
 - Also publish to Friends FB page and Reading Treasures
- 1 PRESS RELEASES - Distributed via news media, municipalities, and Chamber of Commerce.
- WEBSITE
 - 3,142 website entrances; 6,088 page views; 755 page views of calendar; 320 views of Family Story Time; 141 views of Passport page
 - Created 5 new banner for the home page
 - Added 5 Library updates to the "Library News" page
 - Updated programs for May
- Contacted Merchandiser and ETown Advocate to interview Jan for Summer Reading Program
- Added images to our Google profile...16.7K views of Library search and Map;
- Created 2 videos for National Library Week
- Interviewed new Friends president to include in our ENews
- Created bench banner for "Milanof-Schock Mile"
- Updated coloring bookmarks to include upcoming Library/Friends Events
- Reached out to Friends with suggestion Friends Food Trucks be used for Yard Sale
- Continued the emptying of the book donation shed and gathering books for sale in lobby; Mr. Pfoutz with DJHS picked up 8 boxes of books I organized for his Africa Mission Trip
- Meeting with Senior Staff and Joseph
- Listed sign changes for the street marquee
- Helped the Library earn \$935.50 in donations from books in Lobby
- Updated May print calendar
- Use Sparkpost App to create monthly program promos to be used on Social Media platforms and Enews

Volunteers/Programming/Fundraising (Kim)

- **Patron Mailing:**
 - Total is \$38,208.53!
 - Keyed all donations, processed and mailed TY letters.
- ***Marietta Lions Club***
 - Representative came to meet with me to see the project.
 - Expected the project to be completed by end of April.
 - Have heard nothing since that meeting.
- **Grounds Crew** and other volunteers came out to weed and clean up the grounds on our Earth Day Cleanup. John Morrison, a member of the Crew, built our Tool Shed. He will replace the existing doorframe in the next couple of weeks. Wood is rotting and is impacting the shed floor.
- **Auction 2021**
 - Saturday, August 21, at 10:00 am on the library grounds.
 - Jean Witmer has agreed to co-chair with me.
- Milanof-Schock Mile was a huge success! 30+ people of all ages entered the contest, and others just took a map and walked the route!
- Worked on programming for 2021.

Mount Joy Borough

Zoning & Code Department

REPORT

To: Borough Council; Borough Manager

From: Stacie Gibbs- Zoning, Codes and Planning Administrator

Date: May 2021

Re: May 2021 Zoning, Code and Planning Report

UPDATES

- Mount Joy Senior Housing, 240 W. Main Street – Preliminary/Final Plans have been received and were reviewed by the Planning Commission on May 12, 2021. The developer is planning to come before the Administration and Finance Committee in June and Council in July.
- Proposed Ordinance to regulate Personal Expression Signs sent to LCPC for review. Ordinance to be advertised twice in June and a hearing will take place at the July 12, 2021 Council meeting.
- No June PC meeting due to no items for business.
- No June ZHB meeting due to no items for business.

REPORT

- Conference call with Weis Market regarding potential sign project.
- Conference call with Tracy from Mount Joy Country Homes to provide occupancy limit for community center from approved plans.
- Conference call with 824 Donegal Springs Rd. regarding potential project to remove shed and install small garage or barn.
- Conference call with Nancy Shonk regarding installation of swing set at Florin Church of the Brethren.
- Drafted April Zoning Hearing Board minutes.
- Reviewed and prepared plans and agreement for signatures for 200 S. Plum Street-Storage Lot.
- Reviewed documents related to LERTA advertising and ordinance.
- Reviewed documents related to Personal Expression Signs advertising and ordinance.
- Reviewed plans and documents related to the Mount Joy Senior Housing project at 240 W. Main Street.

- Prepared Excel spreadsheet of rentals that were postponed due to COVID. Resumed phone calls to schedule them all.
- Requested and reviewed estimate from General Code to review, make recommendations and codify the Borough Code.
- Completed 3 RTKL Requests.

MEETINGS

- 5/3/21 -Attended Council Meeting (virtual)
- 5/12/21-Attended Planning Commission Meeting (virtual).
- 5/19/21 Meeting with owner of 950 Square Street to discuss warehouse expansion. (in-person)
- 5/26/21- Meeting with Rob Stoner, St Mark's and owner of the Mill regarding leased area by St. Mark's to the Mill.
- 5/27/21- Meeting with Borough Engineer and DC Gohn to discuss second set of review comments for the Mount Joy Senior Housing Project. (virtual)
- 5/27/21- Attended Administration and Finance Committee Meeting (virtual)

TRAINING

- 5/20/21- PA Construction Codes Academy-IRC 105: Residential Deck Design & Construction Virtual Workshop (1/2 day).



CERTIFICATE OF COMPLETION

Stacie Gibbs

has successfully completed an intensive training course titled

IRC 105: Residential Deck Design and Construction

4 Continuing Education Credit Hours

May 20, 2021

MOUNT JOY BOROUGH-Violations: " 5/1/2021 - 5/31/2021

MAY 2021 CODE REPORT

**Fire
Closed**

Total number of Closed Fire Violations: 1

**Property
Closed**

Total number of Closed Property Violations: 31

Open

Total number of Open Property Violations: 14

**Zoning
Open**

Total number of Open Zoning Violations: 1

47

MOUNT JOY BOROUGH-MultiSelect Permits App Date: 5/1/2021 - 5/31/2021

MAY 2021 ZONING AND CONSTRUCTION PERMIT REPORT

PermitNo	App Date	Issue Date	Owner	Project Addr	Descript	Fee
Building						
Above ground pool						
Active						
210686	5/28/2021	6/1/2021	BARBER DAVID AND APRIL	610 HILL ST	Install pool, deck and retaining wall	\$40.00
210675	5/26/2021	6/1/2021	HENRY KRYSTAL L	303 CHOCOLATE AVE	Install above ground pool	\$40.00
210687	5/28/2021	6/1/2021	DEL CARPIO MILUSKA RONDON	145 N MARKET ST	above ground pool	\$40.00
Total Above ground pool 3						\$120.00
Res-Alterations						
Active						
210648	5/10/2021	5/18/2021	KABAMBA LOUIS M KABAMBA CHANTAL T	44 SPRINGVILLE RD	Renovations	\$185.00
Total Res-Alterations 1						\$185.00
Res-Renovations						
Active						
210674	5/21/2021	5/27/2021	BARBER PAUL R BARBER JUDITH A	350 DONEGAL SPRINGS RD	Kitchen renovations	\$233.00
Pending						
210682	5/26/2021		AWAD KAMAL	75 E MAIN ST	Demo and rebuild residential unit	\$273.00
Total Res-Renovations 2						\$506.00
roof over deck						
Active						
210679	5/26/2021	6/1/2021	SAQQA GEORGE	573 W MAIN ST	Roof over deck	\$65.00
Total roof over deck 1						\$65.00
Total Building 7						\$876.00
Mechanical						
Res.Mech						
Active						
210664	5/18/2021	5/21/2021	DEHEL MATT AND CHRISTINE	602 BERNHARD AVE	Install mini split heat pump	\$65.00
210658	5/12/2021	5/26/2021	KREIDER BENJAMIN D	35 DONEGAL SPRINGS RD	Install mini split system	\$65.00
Total Res.Mech 2						\$130.00
Total Mechanical 2						\$130.00
ROW						
new service						
Active						
210655	5/12/2021	6/1/2021	GAGNE STACEY	331 W DONEGAL ST	New service	
210647	5/10/2021	6/1/2021	CRAINE SUSAN L	147 N MARKET ST	New service	
Total new service 2						\$0.00
Remedial						
Active						
210667	5/20/2021	5/26/2021	GARDNER NEIL AND JOANNA	401 S MARKET ST	remediate mechanical tee	
Total Remedial 1						\$0.00
Replace gas main						
Active						
210684	5/27/2021	6/3/2021	MOUNT JOY BORO	PINKERTON RD	Replace existing gas main	
Total Replace gas main 1						\$0.00
Total ROW 4						\$0.00
Use						
Motor Vehicle Storage						

PermitNo	App Date	Issue Date	Owner	Project Addr	Descript	Fee
Use						
Motor Vehicle Storage						
Active						
210673	5/20/2021	5/20/2021	ELLINGER ROBERT H ELLINGER NICOLE	28-30 W DONEGAL ST	2009 Maroon Nissan Murano	\$80.00
Total Motor Vehicle Storage 1						\$80.00
Use						
Active						
210685	5/27/2021	6/1/2021	CBH GROUP II LLC	955 W MAIN ST	New Business - The Beauty Room	\$60.00
Total Use 1						\$60.00
Total Use 2						\$140.00
Zoning						
Deck						
Active						
210669	5/20/2021	5/20/2021	BINKLEY AARON BINKLEY KATHY	107 COLUMBIA AVE	Add deck	\$40.00
Total Deck 1						\$40.00
Driveway						
Active						
210676	5/26/2021	5/26/2021	REYES RICARDO	930 CHURCH ST	New driveway	\$40.00
Total Driveway 1						\$40.00
Fence						
Active						
210680	5/26/2021	5/26/2021	DROEGE KATELIN AND KENNETH	319 LOCUST LN	Install fence	\$40.00
210681	5/26/2021	5/26/2021	CHARLES JEFFREY	1104 COLLINA LN	Install fence	\$40.00
210688	5/28/2021	5/28/2021	JAMES MOORE YOLANDA CARBONE	609 ROSE PETAL LN	Install fence	\$40.00
210644	5/7/2021	5/7/2021	EVES BRANDON M EVES BRITTANY A	114 N MARKET AVE	Install fence	\$40.00
210641	5/3/2021	5/3/2021	HUERTAS JOSE AND IRMA RIVERA	470 CHARTER LN	New fence	\$40.00
210689	5/28/2021	5/28/2021	MEYER DAVID AND KRISTEN	206 ZIEGLER ST	Install fence	\$40.00
Denied						
210642	5/3/2021		ZEIGLER DEBRA & LONNIE BURGER	350 CEDAR LN	Install fence	
Total Fence 7						\$240.00
Fence and deck						
Active						
210668	5/20/2021	5/20/2021	VELEZ RANDY	105 SOUTH ALY	Fence, remove small portion of garage a	\$80.00
Total Fence and deck 1						\$80.00
Patio						
Active						
210665	5/18/2021	5/18/2021	LEHMAN DENNIS E LEHMAN JANET L	348 MARIETTA AVE	Install patio and replace fence	\$40.00
Total Patio 1						\$40.00
Shed						
Active						
210645	5/7/2021	5/7/2021	VOGT R KEITH VOGT KATHERINE E	566 UNION SCHOOL RD	Remove and install larger shed	\$40.00
210650	5/11/2021	5/11/2021	FINN SANDY J & PAMELA D	293 LEFEVER RD	Install shed	\$40.00
210652	5/11/2021	5/11/2021	LEONARD JASON AND HOLLY	303 RICHLAND LN	Install shed	\$40.00
210660	5/12/2021	5/12/2021	BUCKWALTER ROBERT G & BRENDA	805 W MAIN ST	Install shed	\$40.00
Total Shed 4						\$160.00
Special Event						
Active						
210678	5/26/2021	6/24/2021	RAINBOWS END YOUTH SERVICES	105 FAIRVIEW ST	Temporary for Kids Club Carnival	\$60.00
Total Special Event 1						\$60.00
Total Zoning 16						\$660.00
Total Permits: 31						\$1,806.00

BUILDING PERMITS ANALYSIS OF FEES RECEIVED

MONTH	2018	2019	2020	2021
JANUARY	\$ 496.00	\$ 645.00	\$ 4,874.00	\$ 800.00
FEBRUARY	\$ 837.00	\$ 375.00	\$ 525.00	\$ 375.00
MARCH	\$ 3,729.00	\$ 1,293.00	\$ 4,212.00	\$ 4,275.00
APRIL	\$ 2,980.80	\$ 3,160.00	\$ 631.00	\$ 5,207.00
MAY	\$ 7,371.00	\$ 1,910.00	\$ 967.00	\$ 1,806.00
JUNE	\$ 1,295.00	\$ 3,058.00	\$ 4,025.00	
JULY	\$ 10,276.00	\$ 1,905.00	\$ 987.00	
AUGUST	\$ 4,237.00	\$ 5,645.00	\$ 2,324.00	
SEPTEMBER	\$ 2,273.00	\$ 3,752.00	\$ 2,457.00	
OCTOBER	\$ 6,431.10	\$ 1,714.00	\$ 22,351.00	
NOVEMBER	\$ 2,027.00	\$ 1,994.00	\$ 1,687.00	
DECEMBER	\$ 593.68	\$ 859.00	\$ 4,161.00	
TOTALS	(\$42,546.58 Budgeted \$35,000)	(\$26,310.00 Budgeted \$35,000)	(\$49,201.00 Budgeted- \$25,000)	(\$12,463.00 Budgeted \$25,000)

MOUNT JOY BOROUGH-StormWater Permits App Date: 5/1/2021 - 5/31/2021

MAY 2021 STORMWATER PERMIT REPORT

PermitNo	App Date	Issue Date	Owner	Project Addr	Descript	Fee
StormWater						
driveway						
Active						
210677	5/26/2021	5/26/2021	REYES RICARDO	930 CHURCH ST	Install new driveway	\$50.00
Total driveway 1						\$50.00
Exemption						
Active						
210670	5/20/2021	5/20/2021	BINKLEY AARON BINKLEY KATHY	107 COLUMBIA AVE	Add Deck	\$50.00
210666	5/18/2021	5/18/2021	LEHMAN DENNIS E LEHMAN JANET L	348 MARIETTA AVE	Install patio	\$50.00
210661	5/12/2021	5/12/2021	BUCKWALTER ROBERT G & BRENDA	805 W MAIN ST	Install shed	\$50.00
210653	5/11/2021	5/11/2021	LEONARD JASON AND HOLLY	303 RICHLAND LN	Install shed	\$50.00
210651	5/11/2021	5/11/2021	FINN SANDY J & PAMELA D	293 LEFEVER RD	Install shed	\$50.00
210646	5/7/2021	5/7/2021	VOGT R KEITH VOGT KATHERINE E	566 UNION SCHOOL RD	Remove and install larger shed	\$50.00
Total Exemption 6						\$300.00
Total StormWater 7						\$350.00
Total Permits: 7						\$350.00

STORMWATER PERMITS COMPARISON SPREADSHEET

MONTH	2018	2019	2020	2021
JANUARY	X	\$ 100.00	\$ 50.00	X
FEBRUARY	\$ 100.00	\$ 200.00	\$ 225.00	\$ 50.00
MARCH	\$ 325.00	\$ 325.00	\$ 600.00	\$ 300.00
APRIL	\$ 200.00	\$ 500.00	\$ 100.00	\$ 625.00
MAY	\$ 350.00	\$ 450.00	\$ 300.00	\$ 350.00
JUNE	\$ 250.00	\$ 525.00	\$ 675.00	
JULY	\$ 375.00	\$ 400.00	\$ 300.00	
AUGUST	\$ 150.00	\$ 425.00	\$ 300.00	
SEPTEMBER	\$ 50.00	\$ 250.00	\$ 475.00	
OCTOBER	\$ 200.00	\$ 50.00	\$ 575.00	
NOVEMBER	\$ 50.00	X	\$ 250.00	
DECEMBER	\$ 50.00	\$ 100.00	\$ 50.00	
TOTALS	(\$2,100.00 Budgeted \$2,500.00)	(\$3,325.00 Budgeted \$2,000.00)	(\$ 3,900.00 Budgeted- \$2,000)	(\$1,325.00 Budgeted \$2,500.00)

MOUNT JOY BOROUGH-ROW Permits App Date: 5/1/2021 - 5/31/2021

MAY 2021 STREET OPENING PERMIT REPORT

PermitNo	App Date	Issue Date	Owner	Project Addr	Descript	Fee
ROW						
new service						
Active						
210655	5/12/2021	6/1/2021	GAGNE STACEY	331 W DONEGAL ST	New service	\$65.00
210647	5/10/2021	6/1/2021	CRAINE SUSAN L	147 N MARKET ST	New service	\$75.00
Total new service 2						\$140.00
Remedial						
Active						
210667	5/20/2021	5/26/2021	GARDNER NEIL AND JOANNA	401 S MARKET ST	remediate mechanical tee	\$75.00
Total Remedial 1						\$75.00
Replace gas main						
Active						
210684	5/27/2021	6/3/2021	MOUNT JOY BORO	PINKERTON RD	Replace existing gas main	\$75.00
Total Replace gas main 1						\$75.00
Total ROW 4						\$290.00
Total Permits: 4						\$290.00

STREET OPENING PERMITS COMPARISON SPREADSHEET

MONTH	2018	2019	2020	2021
JANUARY	\$ 375.00	\$ 300.00	\$ 75.00	\$ 300.00
FEBRUARY	\$ 75.00	\$ 150.00	X	\$ 525.00
MARCH	\$ 130.00	X	\$ 150.00	\$ 300.00
APRIL	X	\$ 75.00	X	\$ 225.00
MAY	\$ 225.00	\$ 220.00	X	\$ 290.00
JUNE	\$ 75.00	\$ 75.00	X	
JULY	\$ 150.00	\$ 75.00	X	
AUGUST	\$ 300.00	\$ 75.00	\$ 75.00	
SEPTEMBER	\$ 150.00	\$ 75.00	X	
OCTOBER	\$ 75.00	\$ 450.00	X	
NOVEMBER	\$ 300.00	\$ 450.00	\$ 75.00	
DECEMBER	\$ 225.00	\$ 300.00	X	
TOTALS	(\$2,080.00 Budgeted \$1,000)	(\$2,245.00 Budgeted \$1,300)	(\$375.00 Budgeted - \$1,500	(\$1,640.00 Budgeted \$1,000)

RENTAL LICENSES COMPARISON SPREADSHEET

MONTH	2018	2019	2020	2021
JANUARY	\$ 23,600.00	\$ 32,100.00	\$ 33,500.00	\$ 36,300.00
FEBRUARY	\$ 29,650.00	\$ 18,375.00	\$ 14,620.00	\$ 12,000.00
MARCH	\$ 14,250.00	\$ 17,650.00	\$ 19,200.00	\$ 20,150.00
APRIL	\$ 1,050.00	\$ 450.00	\$ 1,350.00	\$ 600.00
MAY	\$ 150.00	\$ 50.00	\$ 200.00	\$ 150.00
JUNE	\$ 100.00	\$ 150.00	X	
JULY	\$ 150.00	\$ 100.00	\$ 200.00	
AUGUST	\$ 400.00	\$ 250.00	\$ 100.00	
SEPTEMBER	\$ 200.00	\$ 50.00	\$ 100.00	
OCTOBER	\$ 100.00	\$ 100.00	X	
NOVEMBER	X	X	X	
DECEMBER	X	\$ 50.00	X	
TOTALS	\$69,700+ \$725 late fees = \$70,425 (Budgeted \$68,000)	\$69,325.00 + \$900.00= \$70,225 late fees (Budgeted \$70,000)	(\$69,270.00 + \$750.00 late fees= \$70,020 (Budgeted-\$70,000)	(\$69,200 +\$350 late fees=\$69,400 \$Budgeted \$71,500)

MOUNT JOY BOROUGH-Rental Permits App Date: 5/1/2021 - 5/31/2021

MAY 2021 RENTAL LICENSE REPORT

PermitNo	App Date	Issue Date	Owner	Project Addr	Descript	Fee
Rental						
2021 Residential Rental						
Active						
210659	5/12/2021	5/12/2021	WALLACE HEIDI L	639 CHURCH ST	639 CHURCH ST	\$50.00
210657	5/12/2021	5/12/2021	LSF9 MASTER PARTICIPATION TRUST C/	65 W DONEGAL ST	65 W DONEGAL STREET	\$50.00
210656	5/12/2021	5/12/2021	LSF9 MASTER PARTICIPATION TRUST C/	150 LEFEVER RD	150 LEFEVER ROAD	\$50.00
Pending						
210690	5/28/2021		SHEARER GLENN H	218 MOUNT JOY ST	218 MOUNT JOY STREET	
210672	5/20/2021		KING AMOS	188 N MELHORN DR	188 N MELHORN DR	
210654	5/11/2021		HOFFER EMANUEL S HOFFER TENA P	1061 WOOD ST	1061 WOOD ST	
Total 2021 Residential Rental 6						\$150.00
Total Rental 6						\$150.00
Total Permits: 6						\$150.00



BOROUGH OF MOUNT JOY STORMWATER MANAGEMENT REPORT

TO: Mount Joy Borough Council

FROM: Dave Salley, Stormwater Enforcement Officer

DATE: June 2, 2021

RE: Stormwater Management Report for May

Stormwater/Public Works/Codes & Zoning:

- Arbor Rose Community Association detention basin outlet inspection and communications with HOA board members
- Compost facility duties
- Codes & Zoning responses
- MSForum preparation
- Lancaster Water Week-Creek Stomp preparation
 - Donegal Merchandiser narrative
- Road planning program assistance with Millcreek Township
- Little Chiques Park Small Watershed grant project walkthrough with consultant-Includes streambank restoration from 772 to 230 along Little Chiques creek, park drainage improvements, and accessibility for all users to the shoreline of the creek.
 - Wetland study and survey work in progress
- Stormwater Project reviews and comments for Roots Beer Distributor project
- CREP (Conservation Reserve Enhancement Program) Partner Training
- Lancaster County Redevelopment Authority Homeowner Assistance program for sidewalks and improvements
- Wildflower meadow maintenance
- Traffic signal program discussions with PennDOT and PW Committee
- Charter Ln and Wood St sidewalk inspection and notification letters
- The Reserves HOA Bioswale Concept Design review, comment, and communications
- Assist parks department with mowing and trimming.
- Meeting with St Marks and the Mill about easements
- Growing Greener/additional grant meeting with Lancaster County Cleanwater representative meeting
- Chiques Management Team meeting
- Chiques Creek Watershed Alliance meeting
- Public Works Committee meeting
- Council meeting



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

TO: Mark Pugliese, Borough Manager

FROM: Dennis Nissley, Public Works Director

DATE: June 1, 2021

RE: Public Works Department Activities for May 2021

Following is a list of activities for the Public Works Department for May 2021:

- Parks – Repairing and replacing damaged equipment at Kids Joyland
- Parks – Mowing
- Parks – General Parks maintenance,
- PW – Inspect and repair stormwater inlets
- PW – Weed spraying along curbs
- PW – Paint street markings, crosswalks, stop bars, etc.
- PW – Remediate sink hole at 45 E. Main Street in parking lane of SR 230
- Stormwater – Clean and monitor facilities after significant rainfall events.
- Signs – Repair and replacement as needed
- Compost Site – Grind raw materials
- Compost Site – Receive and schedule mulch and compost deliveries to borough residents
- Compost Site – Manage and organize the processing of mulch and compost
- Attend virtual Public Works Committee meeting
- Attend virtual Borough Council meeting
- Continue to work on obtaining additional ROW easements for 5 properties for the ARLE grant
- Compile letters and sidewalk inspection reports for Wood Street and Charter Lane for 2023 street projects.
- Met with Allyson Gibson (Lancaster Clean Water Partners) and Kara Calupson (Rettew Assocs) to discuss grant funding options for Little Chiques streambank restoration, and park improvements.
- Process bid closings for Seal Coat, and Concrete bids
- Attend Chiques Creek Management meeting
- Meet with Rob Stoner and mill owner to discuss lease agreement

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

From: Joseph Ardini

May 2021 Authority Administrator Report

1. RBC Capital Markets: Refinancing of the 2010 sewer bond & 2015 sewer note into the 2021 sewer note occurred on June 1, 2021. Also, the Refinancing of the 2015 water note into the 2021 water note occurred on June 1, 2021.
2. Quarterly meter reading was completed in May.
3. Clarifier/Thickener Project:
 - Bridge #2 has been sandblasted, alterations completed and painted.
 - Refurbishment of the bridge abutments has been completed.
4. Staff is finalizing our EPA Risk and Resilience Assessment with the intention of submitting certification forms in June.
5. 2021 Annual Consumer Confidence Report was completed and mailed to all customers.
6. New & Walnut Street Watermain Replacement:
 - Valve was inserted into the line at Barbara Street for the new waterline.
 - Waterline on New Street has been installed.
 - Waterline on Walnut is 90% complete.
 - Once all the new waterlines have been installed, the lines will be disinfected and tested.

Memo

To: Administration & Finance Committee

From: Jill Frey

Date: 5/31/2021

Re: Interim Borough Manager's Report

-
- Updated Council agenda, gathered further documents for Council packets and prepared for distribution. Established Zoom meeting for Council.
 - Attended and hosted Borough Council Meeting on May 3, 2021.
 - Arranged Authority Refinancing documents to be signed and reviewed documents.
 - Worked with Auditors regarding the Debt Service and Borrowing Base Certificate required for Authority Refinancing. Collected, reviewed, signed, and distributed docs.
 - Met with Dave Schell concerning Facebook posting for Mount Joy Borough. Posted Council meeting on Facebook.
 - Researched information and discussed with staff and Solicitor regarding EMS building. This is ongoing discussion.
 - Spoke with new contact at PennDOT concerning the underground Stormwater Basin agreement. No further information received at this point in time.
 - Worked on Receptionist Ad to be placed with Zip Recruiter and Lancaster Newspaper.
 - Continued conversations with oncoming, new Borough Manager, Mark Pugliese regarding Borough business.
 - Spoke to resident with concerns. Spoke to Codes and Zoning Officer for solution.
 - Established and initiated Zoom meeting for Police Negotiating Committee. Turned over hosting rights and exited meeting.
 - Created agenda and prepared and collected items for Admin. & Finance Committee Meeting. Established Admin. & Finance Zoom meeting.
 - Continued to work with 12:34 to establish best system for Manager computer.
 - Established and attended Public Works Zoom Committee meeting on May 10, 2021.
 - Established Public Safety Zoom meeting.
 - Attended Public Safety Committee Zoom meeting on May 24, 2021.
 - Read and responded to various, miscellaneous emails.
 - Attended Administration & Finance Committee Meeting on May 27, 2021.

- Gathered up items of priority to discuss with new Borough Manager.
- Reply to multiple emails.
- Maintain Finance & Business Administrator essential duties.
- ONGOING: Plan to spend time working with new Borough Manager to acclimate him to Borough operations and important Borough business.



MANAGER'S REPORT

TO: MOUNT JOY BOROUGH COUNCIL
MAYOR BRADLEY

FROM: MARK G. PUGLIESE *MP*

SUBJECT: REPORT FOR JUNE 7, 2021 BOROUGH COUNCIL MEETING

DATE: JUNE 2, 2021

Councilors and Mayor,

At the time of writing this report I am merely starting my second day of employment with the Borough. I would like to note that prior to the start of my employment, the Interim Manager, Jill Frey met with me on three occasions and the Public Works Director, Dennis Nissley, met with me on one occasion. I wish to thank them for taking time out of their schedules to enable me to get a bit of a jump start. I personally need to express my gratitude to Jill for the tremendous job that she had done as Interim Manager. Additionally, I believe that she is doing everything possible to make my transition as easy and uncomplicated as she is able.

While this report would typically be for the month of May, there are a few things that I would like to advise you of even at this early stage.

- **PSH Life Lion LLC Agreement & 820 Church Street** – Representation from PSH Life Lion LLC. had requested to be on the June 7th Council Meeting agenda prior to my arrival. Our solicitor has made communication with their counsel and there are several issues that need to be worked on prior to any agreement being brought before the entire Council. I have sent an email communication to their counsel advising that the agreement would need to go before the Administration & Finance Committee as well as the Public Safety Committee prior to being sent to Council. I will be doing additional research on this matter and will have additional discussion with the Borough Solicitor. Additionally, I have a meeting set with M. Fitzgibbons, CEO SVEMS, scheduled for Monday, June 7, 2021.
- **PennDOT Agreement/Deed for Underground Retention Basin** – I reviewed information provided to me reference this matter. I sent an email communication to Angela Watson, Acting Director, PennDOT, Bureau of Rail, Freight, Ports & Waterways simply stating that this issue has gone on too long and there needs to be a resolution as soon as possible. As of the time of this report I have not heard back from Ms. Watson. I will be having further discussion with the Borough Solicitor on this matter.
- **Part-Time Receptionist Position** - Staff and I are reviewing applications and resumes and hope to have an individual hired prior to the end of the month.
- **Department Heads** – I plan to meet with each individual department head and as many staff members as possible. I have already had several one-on-ones with D. Nissley and one meeting with Chief Goshen.

- **Individual Meetings With Council & Mayor** - While it may be difficult, I am open to meeting one-on-one with each of you. That way I can get a good idea of your expectations and goals and discuss how we can best achieve those goals.
- **Executive Session** – I have asked for a brief Executive Session to discuss the promotion of an individual in Public Works to Crew Leader.

GEORGE J. MORGAN
WILLIAM C. CROSSWELL
ANTHONY P. SCHIMANECK
JOSELE CLEARY
ROBERT E. SISK
JASON M. HESS

LAW OFFICES
MORGAN, HALLGREN, CROSSWELL & KANE, P.C.

P. O. BOX 4686
LANCASTER, PENNSYLVANIA 17604-4686
WWW.MHCK.COM

RETIRED
CARL R. HALLGREN
MICHAEL P. KANE

700 NORTH DUKE STREET
TELEPHONE 299-5251
AREA CODE 717

FAX (717) 299-6170

E-MAIL: attorneys@mhck.com

April 7, 2021

VIA E-MAIL

LNP Media Group, Inc.
8 West King Street
P. O. Box 1328
Lancaster, PA 17608-1328

Re: Rezoning Ordinance/Mount Joy Borough
Our File No. 16724-3

Dear Sir or Madam:

Please publish the following legal notice in the Friday, May 21, 2021, and Friday, May 28, 2021 editions of **LNP**. Thereafter, please send the proof of publication for the advertisement and your invoice directly to the following person:

Jill M. Frey, Interim Borough Manager
Mount Joy Borough
21 East Main Street
Mount Joy, PA 17552
717-653-2300

I am also attaching a pdf version of the full text of the proposed Ordinance to which the enclosed legal notice relates as required by the Pennsylvania Municipalities Planning Code. The full text of the proposed Ordinance should be available for public inspection by anyone who cares to do so. If you have any questions, please contact me.

Very truly yours,

Josele Cleary

JC:sle
MUN\16724-3(2)\210406\71

Attachments

cc: Mount Joy Borough (w/enclosures)

Notice is hereby given that Mount Joy Borough Council at its meeting on Monday, June 7, 2021, at 7:00 p.m., at the Mount Joy Borough Municipal Building, 21 East Main Street, Mount Joy, Pennsylvania, shall conduct a public hearing on and, at the conclusion of the public hearing or subsequent meeting held within 60 days of the date of second publication of this advertisement, if appropriate, shall enact an ordinance, the caption of which is as follows:

AN ORDINANCE AMENDING THE MOUNT JOY BOROUGH ZONING ORDINANCE BY CHANGING THE ZONING CLASSIFICATION OF AN APPROXIMATELY 5.793 ACRE TRACT OF LAND, MORE OR LESS, SITUATE ON THE NORTH SIDE OF A RAILWAY LINE, WEST OF FAIRVIEW STREET (SR-4035) AND ON THE WEST SIDE OF BRADY'S ALLEY, IN THE BOROUGH OF MOUNT JOY, LANCASTER COUNTY, PENNSYLVANIA, BEING COMPRISED OF THE TWO PARCELS IDENTIFIED AS PARCEL ID NUMBERS 450-60847-0-0000 AND 450-75034-0-0000, FROM C-CONSERVATION DISTRICT TO CBD-COMMERCIAL BUSINESS DISTRICT AND AMENDING THE BOROUGH ZONING MAP ACCORDINGLY

The proposed ordinance may be summarized as follows. Section 1 and 2 rezone the lands described in the caption from Conservation District to Commercial Business District. Sections 3 – 5 reaffirm all other parts and provisions of the Code of Ordinances, provide for severability of any invalid provisions, and set forth the effective date. A copy may be examined without charge at the offices of this newspaper and at the Mount Joy Borough Municipal Building, 21 East Main Street, Mount Joy, Pennsylvania, Mondays through Fridays from 7:00 a.m. until 4:00 p.m. A copy of the proposed ordinance may be obtained for the cost of reproduction at the Mount Joy Borough Municipal Building during the above hours.

MORGAN, HALLGREN, CROSSWELL &
KANE, P.C.
Mount Joy Borough Solicitor

BOROUGH OF MOUNT JOY

Lancaster County, Pennsylvania

ORDINANCE NO. 4-21

AN ORDINANCE AMENDING THE MOUNT JOY BOROUGH ZONING ORDINANCE BY CHANGING THE ZONING CLASSIFICATION OF AN APPROXIMATELY 5.793 ACRE TRACT OF LAND, MORE OR LESS, SITUATE ON THE NORTH SIDE OF A RAILWAY LINE, WEST OF FAIRVIEW STREET (SR-4035) AND ON THE WEST SIDE OF BRADY'S ALLEY, IN THE BOROUGH OF MOUNT JOY, LANCASTER COUNTY, PENNSYLVANIA, BEING COMPRISED OF THE TWO PARCELS IDENTIFIED AS PARCEL ID NUMBERS 450-60847-0-0000 AND 450-75034-0-0000, FROM C-CONSERVATION DISTRICT TO CBD-COMMERCIAL BUSINESS DISTRICT AND AMENDING THE BOROUGH ZONING MAP ACCORDINGLY.

WHEREAS, a Petition has been filed with the Borough Council of the Borough of Mount Joy, Lancaster County, Pennsylvania by F2B Holdings LLC and Shawn R. Erb and Jill E. Erb, requesting a change in the zoning classification of the Property, comprised of two parcels known as (i) 202 Fairview Street, Mount Joy Borough, Lancaster County, Pennsylvania (Parcel ID No. 450-60847-0-0000) and (ii) 104 Rear Fairview Street, Mount Joy Borough, Lancaster County, Pennsylvania (Parcel ID No. 450-75034-0-0000), from C-Conservation District to CBD-Commercial Business District.

WHEREAS, it is deemed to be in the best interest of the public health, safety, and general welfare to amend the zoning classification of said premises.

NOW, THEREFORE, be and it is hereby ordained and enacted by Borough Council of Mount Joy Borough, Lancaster County, Pennsylvania, as follows:

Section 1. The Mount Joy Borough Zoning Ordinance is hereby amended by changing the zoning classification of a 5.793 acre tract of land, more or less, situate on the north side of a railway line, west of Fairview Street (SR-4035) and on the west side of Brady's alley, in the Borough of Mount Joy, Lancaster County, Pennsylvania, being comprised of the two parcels identified as Parcel ID Numbers 450-60847-0-0000 and 450-75034-0-0000, and as more fully described in Exhibit "A" attached hereto and hereby incorporated by reference into this Ordinance, from its present classification as C-Conservation district to CBD-Commercial Business district.

Section 2. The Secretary of the Borough is directed to change, and duly certify, the Mount Joy Borough Zoning Map so as to effect the reclassification of the tract of land described in Exhibit "A" from C-Conservation District to CBD-Commercial Business District.

Section 2. The Secretary of the Borough is directed to change, and duly certify, the Mount Joy Borough Zoning Map so as to effect the reclassification of the tract of land described in Exhibit "A" from C-Conservation District to CBD-Commercial Business District.

Section 3. All other sections, parts and provisions of the Mount Joy Borough Zoning Ordinance shall remain in full force and effect as previously enacted and amended.

Section 4. In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such invalidity, illegality or unconstitutionality shall not affect or impair the remaining provisions, sections, sentences, clauses or parts of this Ordinance, it being the intent of Borough Council that the remainder of the Ordinance shall be and shall remain in full force and effect.

Section 5. This Ordinance shall take effect and be in force from and after its enactment as provided by law.

DULY ORDAINED AND ENACTED this ____ day of _____, 2021 by Borough Council of the Borough of Mount Joy, Lancaster County, Pennsylvania, in lawful session duly assembled.

BOROUGH OF MOUNT JOY
Lancaster County, Pennsylvania

Attest: _____
(Assistant) Secretary

By: _____
(Vice) President
Borough Council

[BOROUGH SEAL]

Examined and approved as an Ordinance this ____ day of _____, 2021.

Mayor

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY
TO BE REZONED

PARCEL 450-60847-0-0000 (202 Fairview Street)
and
PARCEL 450-75034-0-0000 (104 Rear Fairview Street)
in
Mount Joy Borough
Lancaster County, Pennsylvania

ALL THOSE TWO CERTAIN tracts of land situated in Mount Joy Borough, Lancaster County, Commonwealth of Pennsylvania, lying on the north side of a railway line, west of Fairview Street (SR-4035) and on the west side of Brady's Alley, said tracts being depicted on a Final Subdivision Plan for Blossom Wood Lane, prepared by D.C. Gohn Associates, Inc., dated October 31, 2001, last revised on December 19, 2001, Drawing No. CG-2382, recorded as Subdivision Plan Book J-214, Page 11, said tract being more particularly described as follows:

From a **POINT OF BEGINNING** at the southeasterly corner of Tract 1 as shown on above referenced Subdivision Plan Book J-214, Page 11, said point being on the north line of a railway line, being land, now or formerly, of Pennsylvania Lines LLC, said point lying at a bearing and distance of North 87 degrees 26 minutes 28 seconds West, 405.00 feet from a MAG nail set at the northwest intersection of Fairview Street (SR-4035) and said north line of railway line; thence from said beginning point and departing said north line, run along the east line of said Tract 1, North 02 degrees 40 minutes 32 seconds East, a distance of 450.06 feet to a 3/4 inch rebar set at the southwest corner of Tract 1A, as shown on said plan (said Tract 1A has since been consolidated with said Tract 1); thence run along the southeasterly line of said Tract 1A, North 70 degrees 03 minutes 41 seconds East, a distance of 429.89 feet to a MAG nail set in or near the center line of said Fairview Street (SR-4035); thence run along or near said center line of Fairview Street, South 28 degrees 40 minutes 11 seconds East, a distance of 246.82 feet to a point; thence departing Fairview Street, run along the west side of a 16 foot wide right-of-way, known as Brady's Alley, South 19 degrees 15 minutes 32 seconds West, a distance of 238.26 feet to a 3/4 inch rebar at the northeast corner of land, now or formerly, of the Lion's Club of Mount Joy, as described in Deed Book C, Volume 57, Page 461; thence continue along

said alley, South 19 degrees 15 minutes 32 seconds West, a distance of 183.00 feet to a MAG nail set at the intersection of said west side of alley and northerly railroad right-of-way line; thence run along said railroad right-of-way line, North 87 degrees 26 minutes 28 seconds West, a distance of 125.00 feet to a 3/4 rebar set; thence continue along said right-of-way line, run North 87 degrees 26 minutes 28 seconds West, a distance of 280.00 feet to the **POINT OF BEGINNING**.

ABOVE DESCRIBED LANDS CONTAINING an area of 5.793 acres or (252,337.49 sq. ft.).

Client Agreement

**AMENDMENT NO. 1
TO
ORIGINAL CLIENT AGREEMENT
FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT entered into this ____ day of May, 2021, hereinafter referred to as Amendment No. 1, by and between Michael Baker International (hereinafter "**MICHAEL BAKER**") with offices at 4431 North Front Street, Harrisburg, PA, and Mount Joy Borough (hereinafter, "**CLIENT**"), a municipal corporation with offices at 21 East Main Street, Mount Joy, PA 17552.

WHEREAS, MICHAEL BAKER and CLIENT have entered into an agreement on October 22, 2019 (hereinafter referred to as Original Agreement) for certain professional and technical services as outlined in Original Agreement, and

WHEREAS, MICHAEL BAKER and CLIENT desires to amend the Original Agreement in accordance with Article 10 thereof to have **MICHAEL BAKER** perform additional professional and technical services,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows:

I. SCOPE OF SERVICES

In addition to technical services specified in the Original Agreement, **MICHAEL BAKER** shall complete final deliverable enhancements and complete the final deliverable as more fully described in Amendment No. 1, Attachment A - "Scope of Work", which is attached hereto and incorporated herein by reference.

II. COMPENSATION AND PAYMENT

For the performance of the services set forth in Amendment No. 1, as described above, **CLIENT** shall pay to **MICHAEL BAKER** the compensation provided for in Attachment B - "Compensation and Payment" which is attached hereto and incorporated herein by reference. All other terms and conditions for compensation and payment shall be in accordance with the Original Agreement.

III. TERMS AND CONDITIONS

All other terms and conditions of the Original Agreement shall remain in effect, unless otherwise specified herein.

IV. SUPPLEMENTS TO AGREEMENT

The following exhibits, supplements or addendums form an integral part of this Amendment No. 1:

- Attachment A – Scope of Work
- Attachment B – Compensation and Payment

VI. ENTIRE AGREEMENT

Amendment No. 1 and the Original Agreement constitute the whole agreement between the parties with respect to the subject matter contained herein and there are no terms other than those contained therein. No modification or amendment of this Amendment No. 1 shall be valid unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives have executed this Amendment No. 1 as of the date first written above.

WITNESS:

Michael Baker International, Inc.

Name: Steven Barber, P.E. PTOE

Title: Vice President and Office Executive

WITNESS:

Mount Joy Borough

Name: _____

Title: _____

ATTACHMENT A

Scope of Work

The Original Agreement's Scope of Work shall add the following Task:

6. Task 6: Deliverable Enhancements and Guidebook Completion

The activities and outcomes of this task center around completing additional deliverable enhancements and finalizing/completing the Mount Joy Borough Active Transportation Implementation Guidebook given schedule and administrative delays caused by pandemic impacts. **MICHAEL BAKER** will complete the GIS companion tool to the Guidebook and incorporate its use within the Guidebook's implementation process content. **MICHAEL BAKER** will incorporate the post pandemic multimodal public survey results within the Guidebook. **MICHAEL BAKER** will document and address (as appropriate) public input comments received during the 75% Draft Guidebook review period (Task 3). **MICHAEL BAKER** will refine the formatting and graphics of the final Guidebook.

ATTACHMENT B

Compensation and Payment

For the performance of services as set forth by this Amendment No. 1, **MICHAEL BAKER** shall be paid on a lump sum fee basis in accordance with the Original Agreement with the addition of Task 6. This brings the total fixed price to \$89,000.00, as detailed herein.

Task	Task Description	Fee
1	Complete Streets 101 Workshop	\$10,600.00
2	Transit/Bike/Pedestrian Environmental Quality Audit	\$12,000.00
3	75% Draft Guidebook	\$30,200.00
4	100% Draft Guidebook	\$16,900.00
5	Final Guidebook	\$9,300.00
6	Deliverable Enhancements and Guidebook Completion	\$10,000.00
	Total	\$89,000.00

Michael Baker
INTERNATIONAL

Client Agreement

THIS AGREEMENT entered into this 12 day of October 2019, by and between Michael Baker International, Inc. (hereinafter "MICHAEL BAKER") with offices at 4431 North Front Street, 2nd Floor, Harrisburg, PA 17110, and Mount Joy Borough (hereinafter, "CLIENT"), a municipal corporation with offices at 21 East Main Street, Mount Joy, PA 17552.

WHEREAS, the CLIENT is in the business of local government, and desires MICHAEL BAKER to perform certain technical services.

WHEREAS, MICHAEL BAKER is in the business of providing transportation planning, engineering and technical services and desires to perform such services for CLIENT.

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

1. **SCOPE OF WORK.** MICHAEL BAKER shall perform such engineering and technical services as are described in the attached Exhibit "A", including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, "Work").
2. **STANDARD OF CARE.** The standard of care applicable to MICHAEL BAKER's services is the degree of skill and diligence normally employed by engineers or providers of technical services performing the same or similar services.
3. **COMPENSATION AND PAYMENT.** CLIENT shall compensate MICHAEL BAKER for the Work in such manner as described in the attached Exhibit B, including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, the "Payment Terms"). Payments for the Work shall be made monthly by the CLIENT to MICHAEL BAKER based on invoices submitted by MICHAEL BAKER. The CLIENT shall also pay MICHAEL BAKER a late payment charge for any payments not made within thirty (30) days of the date of applicable invoices at the rate of one and one-half percent (1½ %) per month.
4. **ESTIMATES.** Any estimates provided for cost of construction, financing, and acquisition of land and right-of-ways shall be made in accordance with good engineering practice and procedure. It is understood, however, that MICHAEL BAKER has no control over construction costs, competitive bidding and market conditions, nor over costs of financing, acquisition of land or right-of-ways, and MICHAEL BAKER does not guarantee the accuracy of such cost estimates as compared to actual cost or contractors' bids.
5. **CONSTRUCTION MEANS AND METHODS.** MICHAEL BAKER shall not be responsible for construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for such contractors' failure to perform work in accordance with the contract documents.

6. **COMPLIANCE WITH LAWS.** MICHAEL BAKER shall comply with all applicable provisions of the unemployment compensation, sickness and disability, Social Security laws, the Fair Standards Act and all other Federal, State, and local laws or regulations relating to employment.
7. **ASSIGNMENT BY CLIENT.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by CLIENT, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by CLIENT, by operation of law or otherwise, without the express prior written consent of MICHAEL BAKER which consent shall not be unreasonably withheld.
8. **ASSIGNMENT BY MICHAEL BAKER.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by MICHAEL BAKER, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by MICHAEL BAKER, by operation of law or otherwise, without the express prior written consent of CLIENT which consent shall not be unreasonably withheld.
9. **INSPECTION OF THE WORK.** MICHAEL BAKER shall grant CLIENT access at all reasonable times to MICHAEL BAKER's facilities where the work under this Agreement is being performed.
10. **CHANGES.** The CLIENT may, at any time prior to the completion of the Work, direct, in writing, any changes to the Work, including but not limited to the revision of the Work's scope, time period, or schedule of performance. MICHAEL BAKER shall perform such changes to the Work as directed by the CLIENT in writing and shall be paid for such Work in accordance with Exhibit "B."
11. **SUSPENSION OR TERMINATION.** In the event that the Work is terminated or suspended by the CLIENT prior to its completion, MICHAEL BAKER shall be paid an equitable amount proportional to the services rendered to the date of termination or suspension, plus reasonable profit and termination costs.
12. **DEFAULT.** Should either party breach any provisions of this Agreement the non-breaching party shall have the rights and remedies provided by law or under these terms and conditions.
13. **INDEMNIFICATION.** Except as stated below, MICHAEL BAKER shall indemnify and save harmless the CLIENT from these claims, losses, lawsuits or expenses caused directly by MICHAEL BAKER's sole negligent acts, errors or omissions with performance of MICHAEL BAKER's services hereunder. To the fullest extent permitted by law, with respect to claims, damages, losses and expenses which are related to hazardous waste or asbestos removal, disposal or cleanup or environmental liability, the CLIENT shall indemnify, save harmless and defend MICHAEL BAKER from and against all such claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of MICHAEL BAKER's services, or claims against MICHAEL BAKER arising from work of others.
14. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the CLIENT agrees to limit MICHAEL BAKER's liability to the CLIENT and to all other contractors or subcontractors on the

project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including but not limited to **MICHAEL BAKER's** negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate of liability of **MICHAEL BAKER** to all those named shall not exceed \$50,000 or the total fee for **MICHAEL BAKER's** services rendered in the project, whichever is greater.

15. **WAIVER OF CONSEQUENTIAL DAMAGES.** In no event shall either **MICHAEL BAKER** or the **CLIENT** have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages or any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

16. **INSURANCE.** Unless otherwise required in this Agreement, the **CLIENT** and **MICHAEL BAKER** shall, during the performance of the services as provided herein, maintain insurance of the types and amounts specified, and with insurers satisfactory to the other party as follows:

Worker's Compensation	Statutorily required amounts
Employer's Liability	\$1,000,000 Bodily Injury by Accident (Each occurrence) \$1,000,000 Bodily Injury by Disease (Policy Limit) \$1,000,000 Bodily Injury by Disease (Each Person)
Comprehensive General Liability	\$1,000,000 Each Occurrence for bodily injury and property damage \$1,000,000 Products/ Completed Operations Aggregate \$1,000,000 General Aggregate over all interests
Comprehensive Automotive Liability	\$1,000,000 Bodily Injury \$1,000,000 Property Damage (including coverage for owned, non-owned and hired vehicles)
Professional Liability	\$1,000,000 (Each claim)

17. **INDEPENDENT CONTRACTOR.** **MICHAEL BAKER** acknowledges that it is furnishing the services contemplated by this Agreement hereto as an independent contractor, and not as an employee or agent of **CLIENT** or any of its affiliates.

18. **PUBLIC ANNOUNCEMENTS.** No publicity releases (including news releases and advertising) relating to this Agreement or the services performed hereunder, shall be issued by either party without the prior written approval of the other party.
19. **PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.
20. **HEADINGS.** Headings in this Agreement are for convenience only, and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.
21. **GOVERNING LAWS.** The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its choice of law provisions.
22. **SUPPLEMENTS TO AGREEMENT.** The following Exhibits are an integral part of this Agreement.
- | | |
|-------------|---------------|
| Exhibit "A" | Scope of Work |
| Exhibit "B" | Payment Terms |
23. **ENTIRE AGREEMENT.** This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.
24. **FORCE MAJEURE.** In no event shall either MICHAEL BAKER or the CLIENT have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.
25. **REUSE OF WORK PRODUCT.** Any reuse of MICHAEL BAKER's work product without written verification or adaptation by MICHAEL BAKER will be at the CLIENT's own risk and without liability or legal exposure to MICHAEL BAKER. The CLIENT shall indemnify and hold harmless MICHAEL BAKER from all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle MICHAEL BAKER to further compensation at rates to be agreed upon by the CLIENT and MICHAEL BAKER.
26. **OBLIGATION OF GOOD FAITH, FAIR DEALINGS AND MITIGATION OF DAMAGES.** This Agreement imposes an obligation of good faith, fair dealings and the mitigation of damages among the parties in all matters relating to this Agreement. Good faith, for this purpose, includes honesty in fact and the observance of reasonable commercial standards of fair dealings and in the mitigation of damages even in situations where a decision is left to the sole discretion of a single party.

27. **INVENTIONS AND PATENTS.** Inventions conceived solely by employees of CLIENT shall belong exclusively to CLIENT. Inventions conceived solely by employees of MICHAEL BAKER shall belong exclusively to MICHAEL BAKER. Inventions conceived jointly by the parties hereto in the course of work called for by this Agreement shall be subject to further agreement of the parties so as to properly recognize each party's respective rights in such joint inventions.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.

WITNESS:

Ryan W. Hines

MICHAEL BAKER INTERNATIONAL, INC.

Steven Barber

Name: Steven Barber, P.E., PTOE

Title: Vice President and Office Executive

WITNESS:

Stacey Little

MOUNT JOY BOROUGH

Samuel Sulkosky

Name: Samuel Sulkosky

Title: Borough Manager

EXHIBIT A

Scope of Work

Introduction

The CLIENT desires for MICHAEL BAKER to develop a *Complete Streets Implementation Guidebook (Guidebook)* for the purposes of establishing fair and equitable conditions/criteria for the application of complete streets infrastructure throughout the Borough and to develop a prioritized menu of options for implementation that ultimately promote and allow for safe access for all roadway user types and a network of opportunity through infrastructure. A project scoping meeting was held at the Borough office on 7/15/2019 between representatives from the Borough, Lancaster County, and the Consulting Team. Subsequently, a conference call was held on 10/8/2019 between the Borough and the Consulting Team to refine the draft scope per Borough comments. The outcomes of these scoping discussions are represented in the following scope of work. This project is being funded via a Borough Smart Growth Transportation Program grant.

Scope of Work

MICHAEL BAKER will provide the following complete streets planning and technical tasks:

1. **Task 1: Complete Streets 101 Workshop (Workshop) – Council Engagement #1**
 - Prepare materials for the Workshop to be held with the members of the Borough Council to educate on and discuss the complete streets concept and its components: safety, equity, environmental, public outreach, and land use context. Assist the Borough with coordinating and setting up the Workshop.
 - Facilitate the in-person Workshop, expected to be 3-hours in duration, and make electronically available all workshop materials in advance. Prepare a post-Workshop summary and distribute to the Borough for dissemination as they see appropriate.
 - It is anticipated that the Workshop will be held within a month from project Notice-to-Proceed.
 - Concurrent with the completion of the Workshop, an online multi-modal survey will be prepared and opened for Borough resident input. The Borough will provide survey outreach support and any alternate survey media, if necessary, such as print form or website hosting services. The survey will be closed prior to the completion of Task 3.
2. **Task 2: Transit/Bike/Pedestrian Environmental Quality Audit**
 - The general condition of existing sidewalks, locations of existing curb ramps, block distances, locations of marked crosswalks, and associated locations of crosswalk signage will be inventoried for the sidewalk runs noted in the Borough provided figure, **Figure 1**. According to the Borough's Type 5B Map, revised dated 12/4/2014, there are 26.73 miles of public roadways within the Borough, 19.30 of which are part of the Borough's Road System. This audit excludes alleyways and private roadways/driveways/property.

Figure 1: Existing Sidewalk Inventory Provided by Mount Joy Borough per CSDatum



- The multi-use path/trail (green), pedestrian corridor (red), and bike lane linkages (yellow) identified in the July 2013 Mount Joy Borough Official Map, Figure 2 below, will be field viewed and inventoried with respect to identifying barriers to implementation such as highway intersection crossings, rail grade crossings, waterways, drainage topography, and rights-of-way. These field views will be limited to the public right-of-way and will not include accessing private roadways/driveways/property.

Figure 2: Non-Motorized Transportation Facilities per Mount Joy Borough's Official Map



- Intermittent spot measurements with respect to sidewalk widths and the general condition of sidewalk runs, curb ramps, and crosswalks will be recorded. Building

frontage characteristics and evidence of pedestrian travel will be noted by contiguous segment. Conformance to ADA regulations will not be determined nor speculated. Pedestrian and/or bicycle counts will not be conducted.

- Bus transit routes and stop locations will be inventoried.
- Observations of opportunities for safety and operational enhancements/countermeasures.
- The Borough's current sidewalk inventory, curb and/or sidewalk exempted roadways per Ordinance No. 4-19, and inventory of other assets of interest will be leveraged.
- The findings of this task will be put into a tabular matrix by contiguous roadway block and non-motorized transportation facility and developed into a transmittable GIS shapefile.

3. Task 3: 75% Draft Guidebook – Council Engagement #2

- Prepare a 75% draft Guidebook for electronic review that tentatively contains the following components and features:
 - i. Introduction covering an explanation of complete streets, key definitions, and linkage to the Donegal Region Comprehensive Plan and the Borough's Official Map.
 - ii. Summary of multi-modal survey results.
 - iii. Development of context classification zones (based on land use and neighborhood typologies) to best inform the development of appropriate typical cross sections.
 - iv. Contextual design guide with typical graphical cross-sections for varying roadway types and property frontages contained throughout the Borough. Includes alternatives to typical concrete sidewalk such as paved pathways and shared use paths.
 - v. Project selection criteria/performance measures and process for the Borough to follow to vet and pursue complete streets-oriented projects in concert with the Borough's multi-municipal comprehensive plan, official map, and other programming plans such as the Pavement Maintenance Plan.
- Following the distribution of the 75% draft Guidebook, a second meeting with the Borough Council will be conducted in-person to review progress specifically regarding the outcomes of Task 2, the design guide options, and potential complete streets-based project selection criteria. A meeting summary will be prepared and provided to the Borough.

4. Task 4: 100% Draft Guidebook

- Based on the outcomes and review comments from Task 3, the Guidebook will be revised/updated and expanded to include implementation related content. The implementation related content is anticipated to consist of a prioritized menu of options with respect to how to appropriately implement complete streets Borough-wide one project or initiative at a time. This will also include model complete streets resolutions and/or ordinances.
- The 100% draft Guidebook will be electronically disseminated for review and comment.

5. Task 5: Final Guidebook – Council Engagement #3

- Coinciding with the finalization of the Guidebook, a third meeting with the Borough Council will be conducted in-person to present the final Guidebook and to provide an

overview of the implementation aspects. A meeting summary will be prepared and provided to the Borough.

- The Guidebook will be revised and finalized based on Task 4 comments and additional Council input. The Guidebook will be fully formatted for both digital viewing and physical printing. Four (4) bound copies of the final Guidebook will be prepared and delivered to the Borough.

EXHIBIT B
Compensation and Payment

1. The **CLIENT** shall compensate **MICHAEL BAKER** for the work a lump sum fee in the amount of Seventy-Nine Thousand and 00/100 (\$79,000.00). The lump sum fee shall include the work identified in Exhibit A. If additional services are required and authorized, the **CLIENT** shall pay an amount in excess of the lump sum fee at an hourly rate charged according to the following rate schedule:

Rate Class	Billing Rate
Project Manager	\$175/hour
Civil Engineer	\$160/hour
Civil Associate II	\$100/hour
Civil Associate I	\$90/hour
Technician	\$75/hour
Administrative	\$55/hour

Such additional services shall receive prior written approval by the **CLIENT**.

2. The **CLIENT** will be billed a lump sum fee including reasonable and ordinary expenses in five installments. Each installment correlates with the submission of a task deliverable described in Exhibit A and for the amount shown below:

Task	Task Description	Fee
1	Complete Streets 101 Workshop	\$10,600.00
2	Transit/Bike/Pedestrian Environmental Quality Audit	\$12,000.00
3	75% Draft Guidebook	\$30,200.00
4	100% Draft Guidebook	\$16,900.00
5	Final Guidebook	\$9,300.00
	Total	\$79,000.00

3. The **CLIENT** will be invoiced monthly for any additional services requested and approved in accordance with Paragraph 1.
4. The **CLIENT** shall also pay **MICHAEL BAKER** a late payment charge for any payments not made within thirty (30) days of the date of applicable invoices at the rate of one and one-half percent (1½ %) per month.

LAW OFFICES

MORGAN, HALLGREN, CROSSWELL & KANE, P.C.

P. O. BOX 4686

LANCASTER, PENNSYLVANIA 17604-4686

WWW.MHCK.COM

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CARL R. HALLGREN
MICHAEL P. KANE

700 NORTH DUKE STREET
TELEPHONE 299-5251
AREA CODE 717

FAX (717) 299-6170

E-MAIL: attorneys@mhck.com

May 6, 2021

VIA E-MAIL

LNP Media Group, Inc.
8 West King Street
P. O. Box 1328
Lancaster, PA 17608-1328

Re: Local Economic Revitalization Tax Assistance Ordinance/Mount Joy Borough
Our File No. 16724

Dear Sir or Madam:

Please publish the following legal notice in the Wednesday, May 26, 2021, edition of *LNP*. Thereafter, please send the proof of publication for the advertisement and your invoice directly to the following person:

Jill M. Frey, Interim Borough Manager
Mount Joy Borough
21 East Main Street
Mount Joy, PA 17552
717-653-2300

I am also attaching a pdf version of the full text of the proposed Ordinance to which the enclosed legal notice relates as required by the Borough Code. The full text of the proposed Ordinance should be available for public inspection by anyone who cares to do so. If you have any questions, please contact me

Very truly yours,

Josele Cleary

JC:sle
MUNI\16724(21)\210505\3\71

Attachments

cc: Mount Joy Borough (w/enclosures)

Notice is hereby given that Mount Joy Borough Council at its meeting on Monday, June 7, 2021, at 7:00 p.m., at the Mount Joy Borough Municipal Building, 21 East Main Street, Mount Joy, Pennsylvania, shall consider, and, if appropriate, at that meeting or at a subsequent meeting held within 60 days of the date of publication of this advertisement, shall enact an ordinance, the caption of which is as follows:

**AN ORDINANCE OF MOUNT JOY BOROUGH TO AMEND CHAPTER 245,
TAXATION, OF THE CODE OF ORDINANCES TO EXTEND ARTICLE V,
LOCAL ECONOMIC REVITALIZATION TAX ASSISTANCE ACT DISTRICT**

The proposed ordinance may be summarized as follows. Section 1 amends Chapter 245, Taxation, of the Code of Ordinances to extend the Borough's Local Economic Revitalization Tax Assistance Act District for a period of five years commencing on August 1, 2021. Sections 2 – 4 reaffirm all other parts and provisions of the Code of Ordinances, provide for severability of any invalid provisions, and set forth the effective date. A copy may be examined without charge at the offices of this newspaper and at the Mount Joy Borough Municipal Building, 21 East Main Street, Mount Joy, Pennsylvania, Mondays through Fridays from 7:00 a.m. until 4:00 p.m. A copy may be obtained for the cost of reproduction at the Mount Joy Borough Municipal Building during the above hours.

**MORGAN, HALLGREN, CROSSWELL &
KANE, P.C.**
Mount Joy Borough Solicitor

BOROUGH OF MOUNT JOY

Lancaster County, Pennsylvania

ORDINANCE NO. 7-21

AN ORDINANCE OF MOUNT JOY BOROUGH TO AMEND CHAPTER 245, TAXATION, OF THE CODE OF ORDINANCES TO EXTEND ARTICLE V, LOCAL ECONOMIC REVITALIZATION TAX ASSISTANCE ACT DISTRICT.

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

Section 1. The Code of Ordinances of the Borough of Mount Joy, Chapter 245, Taxation, Article V, Local Economic Revitalization Tax Assistance Act District, §245-95, Termination Date, shall be amended to provide as follows:

This Borough enacted Article V of Chapter 245, on August 1, 2016, to be effective for a period of five years, expiring on July 31, 2021. Pursuant to Section 245-96, the Borough hereby extends the termination date for a period of five years commencing on August 1, 2021. An application for exemption from Borough real estate taxes may be made at any time within five years from the extended effective date of this Article, August 1, 2021. All qualified applications under this Article are eligible for the entire ten or five year exemption schedule as applicable.

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

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

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

DULY ORDAINED AND ENACTED this ____ day of _____, 2021, by
Borough Council of the Borough of Mount Joy, Lancaster County, Pennsylvania, in lawful session
duly assembled.

BOROUGH OF MOUNT JOY
Lancaster County, Pennsylvania

Attest: _____
(Assistant) Secretary

By: _____
(Vice) President
Borough Council

[BOROUGH SEAL]

Examined and approved as an Ordinance this ____ day of _____, 2021

By: _____
Mayor

CERTIFICATE

I, the undersigned, (Assistant) Secretary of the Borough of Mount Joy, Lancaster County, Pennsylvania ("Borough") certify that: The foregoing is a true and correct copy of an Ordinance of Borough Council of the Borough which duly was enacted by affirmative vote of a majority of the members of Borough Council of the Borough of Mount Joy at a meeting duly held on the _____ day of _____, _____; and was examined and approved by the Mayor; such Ordinance has been duly recorded in the Ordinance Book of the Borough; such Ordinance has been duly published as required by law; and such Ordinance remains in effect, unaltered and unamended, as of the date of this Certificate.

I further certify that Borough Council of the Borough of Mount Joy met the advance notice and public comment requirements of the Sunshine Act, 65 Pa. C.S. §701 et seq., as amended, by advertising the date of said meeting, by posting prominently a notice of said meeting at the principal office of the Borough of Mount Joy or at the public building in which said meeting was held, and by providing a reasonable opportunity for public comment at said meeting prior to enacting such Ordinance.

IN WITNESS WHEREOF, I set my hand and affix the official seal of the Borough of Mount Joy, this _____ day of _____, _____.

(Assistant) Secretary

[BOROUGH SEAL]

Katten

Katten Muchin Rosenman LLP
 575 Madison Avenue
 New York NY 10022-2585
 Tel: 212-940-8800
 Fax: 212-940-8776
 Federal Tax ID: 36-2796532
www.katten.com

May 19, 2021

Michael Medvin

AIG Investments
 80 Pine Street
 8th Fl
 New York NY 10005

Client: 332744
 Payer: 8007031
 Matter: 332744.00175
 Invoice #: 9020000072
 Invoice Due Date: Payable Upon Receipt

Legal fees with respect to the easement.

RE: Paramount Realty Services

Fees.....	2,000.00	
TOTAL AMOUNT DUE.....	2,000.00	USD

Katten Muchin Rosenman LLP

Payment can be remitted directly to our account:
 Please reference: 332744.00175

JP Morgan Chase Bank
 1211 Avenue of the Americas, 39th Floor
 New York, NY 10036
 ABA #021000021
 Swift Code: CHASUS33

For credit to: Katten Muchin Rosenman LLP
 Account #967343933

When wiring a payment please e-mail a copy of the remittance to payments@katten.com

Direct billing inquiries to NYBillingInquiries@katten.com

Disbursements and other charges incurred which have not yet been posted as of the above date will be billed at a later date.

Katten Muchin Rosenman LLP is an Illinois Limited Liability Partnership including professional corporations that has elected to be governed by the Illinois Uniform Partnership Act (1997).

Katten Muchin Rosenman UK LLP is a Limited Liability Partnership of solicitors and registered foreign lawyers registered in England and Wales.

MUNN16724(4)21012751
01/28/21

Prepared by: Morgan, Hallgren, Crosswell & Kane, P.C.
700 North Duke Street, P. O. Box 4686
Lancaster, PA 17604-4686
(717) 299-5251
Return to: Same
Parcel I.D. #: 450-51654-0-0000

AGREEMENT PROVIDING FOR GRANT OF TRAFFIC SIGNAL EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that DEALBROOK, LLC, a Pennsylvania limited liability company, PARAMOUNT PORTFOLIO CROSSINGS TIC #1 LLC, a Pennsylvania limited liability company, PARAMOUNT PORTFOLIO PAD TIC #1 LLC, a Pennsylvania limited liability company, PARAMOUNT PORTFOLIO FULTON TIC #1 LLC, a Pennsylvania limited liability company, and PARAMOUNT PORTFOLIO LMS TIC #1 LLC, a Pennsylvania limited liability company, all with a mailing address of 1195 Route 70 East, Suite 2000, Lakewood, New Jersey, 08701, hereinafter collectively referred to as the "Grantor", for and in consideration of the sum of One Dollar (\$1.00) in hand paid herewith to said Grantor, and intending to be legally bound hereby, by these presents, hereby grants, bargains, sells and conveys unto MOUNT JOY BOROUGH, Lancaster County, Pennsylvania, a municipal corporation organized and existing under the Laws of the Commonwealth of Pennsylvania with its municipal offices located at 21 East Main Street, Mount Joy, Pennsylvania 17552, hereinafter called the "Grantee", its successors and assigns, the right to construct, lay, operate, renew, alter, inspect, maintain, repair, add to, change the size of, replace or remove such part of a traffic signal, accessories and appurtenances pertaining thereto as the Grantee may from time to time require, including any wires, structures, apparatus and other facilities used or useful in connection therewith at any time, in, over, on, under and through a certain tract of land situate in the Borough of Mount Joy, County of Lancaster and Commonwealth of Pennsylvania as described in Exhibit "A" and as shown on the plan marked Exhibit "B", both attached hereto and made a part hereof, said right-of-way being part of the same premises which C. M. J. Associates, L.P., a Pennsylvania limited partnership, by deed dated January 13, 2015, and recorded February 11, 2015, at Document No. 6187617 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, granted and conveyed unto Dealbrook, LLC, a Pennsylvania limited liability company, Paramount Portfolio Crossings TIC #1 LLC, a Pennsylvania limited liability company, Paramount Portfolio PAD TIC #1 LLC, a Pennsylvania limited liability company, Paramount Portfolio Fulton TIC #1

LLC, a Pennsylvania limited liability company, and Paramount Portfolio LMS TIC #1 LLC, as tenants-in-common to the extent of their respective undivided interests as set forth in that certain Tenancy-In-Common Agreement dated on or about January 15, 2015, their successors and assigns. Said Premises is 525 West Main Street.

AND TOGETHER WITH all rights of free and uninterrupted ingress at all times over, though and from Grantor's land adjacent to the land as described in Exhibit "A" and as shown on the Plan marked Exhibit "B" which may be necessary or convenient for any and all purposes for the full and complete use by the Grantee to access the land as described in Exhibit "A" and as shown on the plan marked Exhibit "B".

Grantor, as a covenant running with the land, for itself, its successors and assigns, covenants that no building or other structure shall be erected or maintained within the boundary lines of the land as described in Exhibit "A" and as shown on said plan marked Exhibit "B".

Grantor hereby warrants specially the easement hereby granted and hereby releases, remises and quitclaims Grantee from all claims and damages from whatsoever cause incidental to the exercise by Grantee of the rights herein granted not only up to this date but hereafter for all time.

Grantor further remises, releases, quitclaims and forever discharges the Grantee or its employees or representatives of and from all suits, damages, claims and demands which the Grantor might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa. C.S. §101 et seq., for or on account of any injury to or destruction of the aforesaid property of the Grantor through or by reason of roadway construction or improvement.

TO HAVE AND TO HOLD all and singular the privileges, rights-of-way and appurtenances above mentioned to it, the said Grantee, its successors and assigns, to the only proper use and benefit of it, the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, these presents have been executed by the Grantor herein this _____ day of _____, 2021.

DEALBROOK, LLC, a Pennsylvania limited liability company

By: Paramount LMS Management LLC, its Manager

By: _____
Maurice Zekaria, Managing Member

STATE OF _____)
COUNTY OF _____) SS:

On this _____ day of _____, 2021, before me, a notary public, the undersigned officer, personally appeared Maurice Zekaria, who acknowledged himself to be the Managing Member of Paramount LMS Management, LLC, Manager of Dealbrook, LLC, a Pennsylvania limited liability company, and that as such officer being authorized to do so, acknowledged the foregoing instrument for the purpose therein contained.

Executed before me the day and year aforesaid.

Notary Public

My commission expires:

PARAMOUNT PORTFOLIO CROSSINGS
TIC #1 LLC, a Pennsylvania limited liability
Company

By: Paramount Crossings at Mount Laurel,
LLC, its sole member

By: Paramount Crossings Management
LLC, its managing member

By: Paramount Realty Services, Inc.,
its managing member

By: _____
Maurice Zekaria, President

STATE OF _____)
COUNTY OF _____) SS:

On this _____ day of _____, 2021, before me, a notary public, the undersigned officer, personally appeared Maurice Zekaria, who acknowledged himself to be the President of Paramount Realty Services, Inc., the managing member of Paramount Crossings Management, LLC, managing member of Paramount Crossings at Mt. Laurel, LLC, sole member of PARAMOUNT PORTFOLIO CROSSINGS TIC #1 LLC, a Pennsylvania limited liability company, and that as such officer being authorized to do so, acknowledged the foregoing instrument for the purpose therein contained.

Executed before me the day and year aforesaid.

Notary Public

My commission expires:

**PARAMOUNT PORTFOLIO PAD TIC #1
LLC, a Pennsylvania limited liability company**

**By: Paramount Pad at Mt Laurel Limited
Liability Company, its sole member**

**By: Crossings Pad Management
Limited Liability Company,
its managing member**

**By: _____
Maurice Zekaria,
Managing Member**

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2021, before me, a notary public, the undersigned officer, personally appeared Maurice Zekaria, who acknowledged himself to be the Managing Member of Crossings Pad Management Limited Liability Company, managing member of Paramount Pad at Mt. Laurel Limited Liability Company, sole member of PARAMOUNT PORTFOLIO PAD TIC #1 LLC, a Pennsylvania limited liability company, and that as such officer being authorized to do so, acknowledged the foregoing instrument for the purpose therein contained.

Executed before me the day and year aforesaid.

Notary Public

My commission expires:

PARAMOUNT PORTFOLIO FULTON TIC #1
LLC, a Pennsylvania limited liability company\

By: 519 Fulton Corp, its sole member

By: _____
Maurice Zekaria, Vice President

STATE OF _____)
COUNTY OF _____) SS:

On this _____ day of _____, 2021, before me, a notary public, the undersigned officer, personally appeared Maurice Zekaria, who acknowledged himself to be the Vice President of 519 Fulton Corp., sole member of PARAMOUNT PORTFOLIO FULTON TIC #1 LLC, a Pennsylvania limited liability company, and that as such officer being authorized to do so, acknowledged the foregoing instrument for the purpose therein contained.

Executed before me the day and year aforesaid.

Notary Public

My commission expires:

**PARAMOUNT PORTFOLIO LMS TIC #1
LLC, a Pennsylvania limited liability company**

**By: Paramount LMS Portfolio, LLC, its
managing member**

**By: Paramount LMS Management, LLC,
its managing member**

**By: _____
Maurice Zekaria
Managing Member**

STATE OF _____)
COUNTY OF _____) **SS:**

On this _____ day of _____, 2021, before me, a notary public, the undersigned officer, personally appeared Maurice Zekaria, who acknowledged himself to be the Managing Member of Paramount LMS Management, LLC, the managing member of Paramount LMS Portfolio, LLC, managing member of PARAMOUNT PORTFOLIO LMS TIC #1 LLC, a Pennsylvania limited liability company, and that as such officer being authorized to do so, acknowledged the foregoing instrument for the purpose therein contained.

Executed before me the day and year aforesaid.

Notary Public

My commission expires:

I hereby certify that the precise address of the Grantee is 21 East Main Street, Mount Joy, PA 17552.

Josele Cleary, Esquire

JOINDER BY MORTGAGEE

American General Life Insurance Company, a Texas corporation; the Variable Annuity Life Insurance Company, a Texas corporation; the United States Life Insurance Company in the City of New York, a New York corporation, AIG Property Casualty Company, a Pennsylvania corporation, and National Union Fire Insurance Company of Pittsburgh, PA., a Pennsylvania corporation, all with a mailing address c/o AIG Investments, 777 South Figueroa Street, 16th Floor, Los Angeles, California 90017-5800, as holders on a mortgage on that certain property held by Dealbrook, LLC, a Pennsylvania limited liability company, Paramount Portfolio Crossings TIC #1 LLC, a Pennsylvania limited liability company, Paramount Portfolio PAD TIC #1 LLC, a Pennsylvania limited liability company, Paramount Portfolio Fulton TIC #1 LLC, a Pennsylvania limited liability company, and Paramount Portfolio LMS TIC #1 LLC within Mount Joy Borough, Lancaster County, Pennsylvania, described in the Deed recorded in recorded at Document No. 6187617 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, in the amount of \$221,800,000.00, dated January 12, 2015, and effective as of January 16, 2015, and recorded February 11, 2015, at Document No. 6187648 in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania, as well as any other mortgages which Mortgagee may now or hereafter hold on the Premises (all such mortgages hereinafter collectively referred to as the "Mortgages"), joins in, consents to, and expressly approves the grant of easements and other rights and privileges described in the attached Agreement Providing for Grant of Traffic Signal Easement (the "Agreement").

The Mortgagee, for itself, its successors and assigns (which shall include any assignee of the Mortgages and any purchaser of the Premises at a sale in foreclosure of the Mortgages or otherwise), hereby covenants and agrees that the rights and privileges herein granted with respect to the Premises shall not be terminated or disturbed by reason of any foreclosure or other action which may be instituted by the Mortgagee, its successors and assigns, as a result of any default under the Mortgages or the debt instruments that such Mortgages secure. Mortgagee by consenting to the Agreement shall not by virtue of its interest as Mortgagee be deemed to have undertaken any of the obligations of the Grantor under the Agreement, including but not limited to construction, maintenance, inspection or indemnification.

IN WITNESS WHEREOF, Mortgagee hereby joins in the execution of the Agreement as of this ____ day of _____, 2021.

AMERICAN GENERAL LIFE INSURANCE
COMPANY, a Texas corporation

ATTEST:

By: _____

By: _____

Name: _____

Title: _____

[CORPORATE SEAL]

STATE OF _____)

COUNTY OF _____)

SS:

On this _____ day of _____, 2021, before me, a notary public, the undersigned officer, personally appeared _____, who acknowledged _____ self to be the _____ of AMERICAN GENERAL LIFE INSURANCE COMPANY, a Texas corporation, and that as such officer being authorized to do so, acknowledged the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____ self as _____.

Executed before me the day and year aforesaid.

Notary Public

My commission expires:

THE VARIABLE ANNUITY LIFE INSURANCE
COMPANY, a Texas corporation

ATTEST:

By: _____

By: _____

Name: _____

Title: _____

[CORPORATE SEAL]

STATE OF _____)

COUNTY OF _____)

SS:

On this _____ day of _____, 2021, before me, a notary public, the undersigned officer, personally appeared _____, who acknowledged _____ self to be the _____ of THE VARIABLE ANNUITY LIFE INSURANCE COMPANY, a Texas corporation, and that as such officer being authorized to do so, acknowledged the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____ self as _____.

Executed before me the day and year aforesaid.

Notary Public

My commission expires:

THE UNITED STATES LIFE INSURANCE
COMPANY IN THE CITY OF NEW YORK, a
New York corporation

ATTEST:

By: _____

By: _____

Name: _____

Title: _____

[CORPORATE SEAL]

STATE OF _____)

COUNTY OF _____)

SS:

On this _____ day of _____, 2021, before me, a notary public, the undersigned officer, personally appeared _____, who acknowledged _____ self to be the _____ of THE UNITED STATES LIFE INSURANCE COMPANY IN THE CITY OF NEW YORK, a New York corporation, and that as such officer being authorized to do so, acknowledged the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____ self as _____.

Executed before me the day and year aforesaid.

Notary Public

My commission expires:

AIG PROPERTY CASUALTY COMPANY, a
Pennsylvania corporation

ATTEST:

By: _____

By: _____

Name: _____

Title: _____

[CORPORATE SEAL]

STATE OF _____)

COUNTY OF _____)

SS:

On this _____ day of _____, 2021, before me, a notary public, the undersigned officer, personally appeared _____, who acknowledged _____ self to be the _____ of AIG PROPERTY CASUALTY COMPANY, a Pennsylvania corporation, and that as such officer being authorized to do so, acknowledged the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____ self as _____.

Executed before me the day and year aforesaid.

Notary Public

My commission expires:

NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA

ATTEST:

By: _____

By: _____

Name: _____

Title: _____

[CORPORATE SEAL]

STATE OF _____)

COUNTY OF _____)

SS:

On this _____ day of _____, 2021, before me, a notary public, the undersigned officer, personally appeared _____, who acknowledged _____ self to be the _____ of NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA, a Pennsylvania corporation, and that as such officer being authorized to do so, acknowledged the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____ self as _____.

Executed before me the day and year aforesaid.

Notary Public

My commission expires:

EXHIBIT "A"

LEGAL DESCRIPTION TO ACCOMPANY ARRO DWG. NO. L-1710
TRAFFIC SIGNAL AND PEDESTRIAN EASEMENT

ALL THAT CERTAIN parcel of land situate in the Borough of Mount Joy, County of Lancaster and Commonwealth of Pennsylvania, being a traffic signal and pedestrian easement located at the north west corner of West Main Street (SR 0230) and Orchard Road on lands now or formerly of Dealbrook LLC, Paramount Portfolio Crossings TIC #1 LLC, Paramount Portfolio PAD TIC #1 LLC, Paramount Portfolio Fulton TIC #1 LLC, Paramount Portfolio LMS TIC #1 LLC, being bounded and described as follows:

COMMENCING at a point on the western legal right-of-way line of Orchard Road at the POINT OF BEGINNING;

THENCE following said right-of-way line of Orchard Road in a southerly direction, S 09°45'00" W, a distance of 15 feet to a point on the northern right-of-way line of West Main Street (SR 0230);

THENCE following said right-of-way line of West Main Street (SR 0230) in a northwesterly direction, N 62°50'43" W, a distance of 20 feet to a point;

THENCE leaving said right-of-way line of West Main Street (SR 0230) in a northeasterly direction through lands now or formerly of Dealbrook LLC, Paramount Portfolio Crossings TIC #1 LLC, Paramount Portfolio PAD TIC #1 LLC, Paramount Portfolio Fulton TIC #1 LLC, Paramount Portfolio LMS TIC #1 LLC, N 74°27'31" E, a distance of 21.11 feet to the POINT OF BEGINNING.

CONTAINING within said bounds a total of 143 square feet.

Dwg. Name: 1086338-S02 SIGNAL PLANS - ORCHARD RD.DWG Plotted: 1/26/2021 7:03 AM

525 WEST MAIN STREET
INSTR. NO. - 6187617
DEALBROOK LLC, PARAMOUNT PORTFOLIO CROSSINGS
TIC #1 LLC, PARAMOUNT PORTFOLIO PAD TIC #1 LLC,
PARAMOUNT PORTFOLIO FULTON TIC #1 LLC,
PARAMOUNT PORTFOLIO LMS TIC #1 LLC

ORCHARD ROAD



NEW PEDESTRIAN PUSH
BUTTON POLE

N74°27'31"E
21.11'

50'

POB

S09°45'00"W
15.00'

EXISTING SIGNAL
MAST

N62°50'43"W
20.00'

LEGAL RIGHT OF WAY

WEST MAIN STREET (SR 0230)

AREA: 143 S.F.

TRAFFIC SIGNAL AND PEDESTRIAN EASEMENT
OVER LANDS OF

DEALBROOK LLC, PARAMOUNT PORTFOLIO CROSSINGS TIC #1 LLC,
PARAMOUNT PORTFOLIO PAD TIC #1 LLC, PARAMOUNT PORTFOLIO
FULTON TIC #1 LLC, PARAMOUNT PORTFOLIO LMS TIC #1 LLC
MOUNT JOY BOROUGH, LANCASTER COUNTY, PA



108 WEST AIRPORT ROAD
LITIZ, PA 17543
Tel 717.569.7021

SCALE:

1"=25'

DATE

1/19/2021

DWG. NO.

L-1710

Worksheet									
Extended Price Analysis									
Reference Number	Description	Type	UOM	Quantity	Extended Estimate	Martin Paving Inc.	Russell Standard Corporation		
Bid Price Ratio						100%		86.93%	
Total Extended						\$118,849.40		\$136,707.60	
Schedule of Prices						\$118,849.40		\$136,707.60	
1	Double Bituminous Seal Coat	Base	SY	30,790.00		\$96,988.50		\$113,615.10	
2	Asphalt Fog Seal	Base	SY	30,790.00		\$21,860.90		\$23,092.50	

Worksheet						
Extended Price Analysis						
Reference Number	Description	Type	UOM	Quantity	Extended Estimate	Average
Bid Price Ratio					100%	59.22%
Total Extended					\$49,909.20	\$84,275.00
Schedule of Prices					\$49,909.20	\$84,275.00
1	8 Handicap ramps with depressed curb	Base	SF	320	\$24,230.40	\$31,315.20
2	concrete sidewalk - flat work	Base	SF	100	\$2,710.00	\$3,687.50
3	Straight curb - hand formed	Base	LF	100	\$6,268.00	\$9,064.00
4	Rolled curb - Hand formed	Base	LF	100	\$7,487.00	\$10,643.50
5	Driveway apron with depressed curb	Base	SF	150	\$2,877.00	\$5,713.50
6	Street restoration at curb	Base	SY	20	\$6,336.80	\$6,668.40



LANCASTER COUNTY
**Redevelopment
Authority**

Application for Assistance
Homeowner Assistance Program

Date: _____

Property Owner Information

Name: _____

Address: _____

Phone Number: _____

☐ Yes ☐ No

Does Applicant own and reside in this property on a year-round, permanent basis?

(attach a copy of your property deed or current property tax bill as proof of ownership)

Household Composition

Indicate total number of persons residing at this address: _____

(indicate name, relationship and ages of all persons residing at this address)

<u>Name</u>	<u>Relationship</u>	<u>DOB</u>
_____	<i>Applicant</i>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Race/Ethnicity (this section to be completed by Applicant)

(This information is being requested for federal reporting requirements only. You are not required to answer these questions but your response will be appreciated.)

Is applicant/head-of-household Hispanic? ☐ Yes ☐ No

Is applicant/head-of-household female? ☐ Yes ☐ No

Is applicant/head-of-household elderly? ☐ Yes ☐ No

Indicate Race of applicant/head-of-household (indicate most appropriate category)

- | | |
|---|---|
| <input type="checkbox"/> White | <input type="checkbox"/> Black/African American & White |
| <input type="checkbox"/> Black/African American | <input type="checkbox"/> American Indian/Alaskan Native & White |
| <input type="checkbox"/> American Indian/Alaskan Native | <input type="checkbox"/> American Indian/Alaskan Native & Black |
| <input type="checkbox"/> Native Hawaiian/Pacific Islander | <input type="checkbox"/> Asian & Asian |
| <input type="checkbox"/> Asian | <input type="checkbox"/> Other Multi-Racial |

Disability Status (this section to be completed by Applicant)

Is any member of the household disabled? ☐ Yes ☐ No

Household Income

Determine the total annual income for all persons over the age of 18 residing at this address. Income includes gross wages before taxes, Social Security, Supplemental Social Security (SSI), retirement pensions, welfare, child support and/or alimony, veteran's benefits, unemployment compensation, and workman's compensation. Annual income must be determined based on the current periodic income of each household member projected forward for a year. Income from assets, including cash held in savings accounts, checking accounts, certificates of deposit, savings bonds, mutual funds or money market accounts; and the equity value of real estate (other than the applicant's primary residence), must be included in calculating annual income if the total value of all assets exceeds \$5,000. (Attach current pay stubs; benefit statements; etc. as proof of income.)

Indicate the range that best describes Applicant's annual household income.

- | | |
|--|--|
| <input type="checkbox"/> Less than \$44,550 per year | <input type="checkbox"/> Less than \$73,800 per year |
| <input type="checkbox"/> Less than \$50,900 per year | <input type="checkbox"/> Less than \$78,900 per year |
| <input type="checkbox"/> Less than \$57,250 per year | <input type="checkbox"/> Less than \$84,000 per year |
| <input type="checkbox"/> Less than \$63,600 per year | <input type="checkbox"/> More than \$84,000 per year |
| <input type="checkbox"/> Less than \$68,700 per year | Income: _____ |

Construction Proposal

Describe the work to be completed. Include specific linear footage of water, sewer line or curbing; square footage of sidewalks; and unit prices as appropriate. (Attach a copy of the contractor's proposal describing the scope of work, the cost and the specifications to be followed.)

The total Project Cost is: \$ _____

The amount of Grant Funds requested is: \$ _____

Contractor's Name: _____

Contractor's Address: _____

Owner Certification

In submitting this application for grant assistance through the Redevelopment Authority of the County of Lancaster, I/we certify that:

1. the information stated in this application regarding annual household income is true, complete and correct;
2. I/we are the owner(s) of record of the property described in this application and reside in this property as our principal residence
(send copy of deed or current property tax bill with application);
3. No construction contract for the work described in this application has been or will be entered into prior to the approval of this application.

I/we further understand that I/we are legally responsible for the accuracy and the completeness of the statements and representations made in this application and that any false statements or misrepresentations may subject me/us to legal action and penalties in accordance with federal law and the regulations of the US Department of Housing and Urban Development.

I/we further understand that the Redevelopment Authority has no obligation to grant funds requested in this application until and unless (1) this application is approved by the municipality and the Redevelopment Authority in accordance with the program eligibility guidelines as established in a Memorandum of Understanding between the Municipality and the Redevelopment Authority, and (2) the proposed improvements are completed in accordance with the Contractor's proposal and local ordinances and requirements. It is understood that any changes to the Contractor's proposal must be approved by the Municipality and the Redevelopment Authority in order to be reimbursed through this program.

Owner Signature

Date

Owner Signature

Date

Review and Determination of Eligibility (to be completed by Redevelopment Authority)

Total Household Size: _____

Actual Total Annual Household Income: \$ _____

Maximum Income for Eligibility: \$ _____

After review of the information presented by the Applicant, the Authority determines that the Applicant is ____ELIGIBLE ____INELIGIBLE for grant assistance through the Homeowner Assistance Program.

If the Applicant has been determined eligible, the Municipality certifies that, in accordance with the terms and conditions of the Memorandum of Understanding between Municipality and the Redevelopment Authority of the County of Lancaster,

1. To the best of its knowledge and belief, the information and representations made in this Application are true, complete and correct;
2. The proposed improvements represent only those required by the Municipality and will be completed in accordance with local ordinances and requirements; and that;
3. The proposed project cost is reasonable.

Upon issuance of a Certificate of Completion, we hereby request the Redevelopment Authority of the County of Lancaster to issue a check made payable to

_____ for 50% of the actual project cost (in an amount not to exceed \$3,500.00).

Signature

Date

Redevelopment Authority of the County of Lancaster

The Redevelopment Authority of the County of Lancaster approves a grant for the Applicant specified in this application. Upon receipt of an approved Certificate of Completion, we will issue payment to the contractor for the lesser of 50% of the actual project cost or \$1,500.00. All change orders that result in an increase in the project cost must be approved by the Redevelopment Authority in order to be reimbursed.

Jocelynn M. Ritchey, Program Specialist

Date



HOMEOWNER ASSISTANCE PROGRAM



INTRODUCTION

The Lancaster County Homeowner Assistance Program (the Program) is a Community Development Block Grant (CDBG) funded program made available to help provide financial assistance to income eligible homeowner occupants of residential properties in Lancaster County who are required by a municipal mandate to make infrastructure improvements to their properties. The Program is administered by the Redevelopment Authority of the County of Lancaster (Authority), on behalf of the County of Lancaster.

APPLICANT ELIGIBILITY

In order to qualify for assistance through the Homeowner Assistance Program:

- The property must be located in Lancaster County, outside the City of Lancaster.
- The property must be affected by a municipally mandated infrastructure improvement project, such as the installation or repair of sidewalks, or installation of sewer laterals and water lines, and applicant must provide proof of municipal requirement,
- The property must be a single-family home which is occupied by the owner on a year-round basis.
- Property owners must be at or below the Low Income 80% Median Family Income (MFI) CDBG Income Limits for current Fiscal Year.
- Applicants must agree to provide documentation necessary to determine eligibility for the program including, but not limited to, proof of income, assets and property ownership. Applicants may authorize Redevelopment Authority staff to obtain this documentation on their behalf.
- Income shall include all amounts earned or received by persons over the age of 18 residing in the property, including, but not limited to, gross wages before taxes, social security or supplemental security benefits, public assistance, worker's compensation, unemployment compensation, child support or alimony, veteran's benefits, and pensions
- All relevant taxes for the property must be current.
- Program participants shall be required to comply with the terms and conditions of the Grant Agreement to be executed at settlement.

ELIGIBLE EXPENDITURES

Below are eligible expenditures for the Program:

- Authority shall provide financial assistance for the repair, replacement or installation of sidewalks, and the installation of water lines and sewer lines.
- Eligible improvements are limited to those items normally considered to be the individual property owner's responsibility through a municipally mandated infrastructure improvement.

INELIGIBLE EXPENDITURES

Below are ineligible expenditures for the Program:

- Financial assistance for the repair or installation of sidewalks, sewer laterals or water lines which are not being required by the municipality are ineligible for this grant program.
- Special assessments and hook-up fees which do not represent the physical cost of connecting the individual property to the public utility system are not eligible.

FINANCIAL ASSISTANCE

- The Authority shall provide grants in the amount of 50% of eligible project costs, to income eligible homeowners to complete site and utility improvements required by Municipality in conjunction with local public works projects.
- The cost of improvements shall not exceed what is determined to be reasonable and customary by Authority. Municipality shall certify to Authority the cost reasonableness of all improvements. All improvements must be completed in accordance with local codes, ordinances and requirements. Municipality shall certify same to Authority prior to payment by Authority.

Commented [JME1]: Everyone feel comfortable about the max grant? Depending on the linear feet of any of these repairs it maybe in the 5-10k range. For example sewer laterals may be as high as 7k for a normal neighborhood setback.

PROCEDURES

The following outlines the roles and responsibilities of the Municipality, Applicant and the Authority in the application processing, construction management and completion stages of the project.

- Municipality and Authority shall enter into a Memorandum of Understanding to define the Program eligibility requirements, scope and other terms and conditions of the Program.
- Municipality shall be responsible for notifying all homeowners within specified project areas regarding the availability of financial assistance through this Program. Said notice shall include information on eligibility requirements, qualified improvements, and application procedures.
- The Authority will be responsible for reviewing applications submitted by homeowners interested in grant assistance, to ensure compliance with program eligibility requirements
- A copy of the approved application will be returned to the Municipality for their records. The Authority is responsible for notifying applicants of their eligibility for assistance.
- Upon receipt of the approval notice, Municipality and/or applicant are responsible to notify contractor to proceed with the proposed improvements and to ensure that required local permits are obtained. Municipality shall be responsible for any inspections necessary during construction to determine compliance with local requirements.
- The Authority shall, upon receipt of a final inspection report and Contractor invoice approved by Municipality and homeowner, submit payment for 50% of the program eligible expenses in connection with the aforementioned project. It is understood that payments made by Authority in connection with each grant application are not to exceed the sum of Three Thousand Five Hundred 00/100 Dollars (\$3,500.00). Any cost incurred in excess of said amount shall be the sole responsibility of homeowner.
- It is expressly understood by the Municipality that funds under this Program shall be available on a first-come, first served basis, and that no specific level of funding is committed to the Municipality.
- Homeowner must receive Authority and Municipal approval for any changes in the Contract Proposal, including any increases in the project cost, in order to receive reimbursement through Program funds.
- Authority reserves the right to reject any application received that, in its sole determination, does not meet the requirements of this program.
- Authority shall monitor and evaluate approved applications on a post-audit basis in order to insure compliance with the provisions of this program.

- Municipality and/or homeowner shall be responsible for any costs determined ineligible as a result of Authority audit.
- Authority retains the right to inspect the work of any contractor working on the project at any reasonable time.
- Municipality shall hold the Authority and the County of Lancaster harmless from all law suits, claims, and/or complaints regarding construction practices, and/or problems resulting from the construction work.
- All program notices shall contain an acknowledgment of funds provided by the Lancaster County Community Development Block Grant Program.
- Authority agrees to abide by all federal rules and regulations concerning the Community Development Block Grant Program as defined by the U.S. Department of Housing and Urban Development as outlined in the Administrative Regulations for the Program, issued September 23, 1983 and contained in various other documents as well as any other regulations or guidelines that HUD has or will issue.

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
REDEVELOPMENT AUTHORITY OF THE COUNTY OF LANCASTER
AND**

THIS AGREEMENT, entered into this _____ day of _____ by and between the Redevelopment Authority of the County of Lancaster, Commonwealth of Pennsylvania (hereinafter referred to as Authority) and _____, Commonwealth of Pennsylvania (hereinafter referred to as Municipality).

WITNESSETH THAT:

WHEREAS, the County of Lancaster has entered into a grant agreement with the US Department of Housing and Urban Development (hereinafter referred to as HUD) under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the County of Lancaster has designated the Authority to administer said grant; and

WHEREAS, a project entitled the Homeowner Assistance Program (hereinafter referred to as the Program) has been approved for funding from said grant; and

WHEREAS, the Authority desires to enter into an agreement with Municipality to provide Program assistance within _____, Lancaster County, Pennsylvania.

NOW, THEREFORE, intending to be legally bound the parties do mutually agree as follows:

1. PROGRAM ELIGIBILITY REQUIREMENTS

- A. Authority shall provide grants in the amount of 50% of eligible project costs, not to exceed \$3,500.00, to income eligible homeowners to complete site and utility improvements required by Municipality in conjunction with local public works projects.
- B. In order to qualify, the applicant must be the owner of record and occupy the property on a year-round basis. The total annual income of all adults residing in the property shall not exceed 50% of the Lancaster County Median Income, adjusted by family size, as determined by HUD from time to time (See Exhibit A).

Income shall include all amounts earned or received by persons over the age of 18 residing in the property, including, but not limited to, gross wages before taxes, social security or supplemental security benefits, public assistance, worker's compensation, unemployment compensation, child support or alimony, veteran's benefits, and pensions. Income from assets held by the applicant is also included as income if the value of the assets is greater than \$10,000.00.

- C. Authority shall provide financial assistance only for those site and utility improvements required by the Municipality, including the repair, replacement or installation of water lines, sewer lines, curbs and sidewalks, and related expenses. Eligible improvements are limited to those items normally considered to be the individual property owner's responsibility. Special assessments and hook-up fees which do not represent the physical cost of connecting the individual property to the public utility system are not eligible.
- D. The cost of improvements shall not exceed that determined to be reasonable and customary by Authority. Municipality shall certify to Authority the cost reasonableness of all improvements. All improvements must be completed in accordance with local codes, ordinances, and requirements. Municipality shall certify same to Authority prior to payment by Authority.

2. SCOPE OF SERVICES

- A. Municipality shall be responsible for notifying all homeowners within specified project areas regarding the availability of financial assistance through this Program. Said notice shall include information on eligibility requirements, qualified improvements, and application procedures.
- B. Municipality shall be responsible for receiving applications from qualified homeowners, on forms provided by Authority. Prior to submission to Authority, Municipality shall review all applications and certify that the application meets the requirements for eligibility as established by this Memorandum.
- C. Upon receipt of a complete application package approved by Municipality, Authority shall review application for conformance with program requirements and, if approved, reserve program funds sufficient to pay for 50% of the total cost of required improvements, not to exceed \$3,500.00. A copy of the approved application will be returned to the Municipality for their records. The Municipality is responsible for notifying applicants of their eligibility for assistance.
- D. Upon receipt of the approval notice, Municipality and/or applicant are responsible to notify contractor to proceed with the proposed improvements and to insure that required local permits are obtained. Municipality shall be responsible for any inspections necessary during construction to determine compliance with local requirements.
- E. Upon completion of improvements by homeowner and submission of a final inspection report by Municipality, Authority shall issue payment for 50% of the actual project cost up to the maximum grant amount.
- F. Homeowner must receive Authority and Municipality prior approval for any changes in the Contract Proposal, including any increases in the project cost, in order to receive reimbursement through Program funds.

- G. Authority reserves the right to reject any application received that, in its sole determination, does not meet the requirements of this Memorandum.
- H. Authority shall monitor and evaluate approved applications on a post-audit basis in order to insure compliance with the provisions of this Memorandum. Municipality and/or homeowner shall be responsible for any costs determined ineligible as a result of Authority audit.
- I. Authority retains the right to inspect the work of any contractor working on the project at any reasonable time.
- J. Municipality shall hold the Authority and the County of Lancaster harmless from all law suits, claims, and/or complaints regarding construction practices, and/or problems resulting from the construction work.
- K. All program notices shall contain an acknowledgment of funds provided by the Lancaster County Community Development Program.

3. TIME OF PERFORMANCE

The services enumerated under this contract shall commence on _____. This Memorandum and the provisions contained herein shall remain in effect until termination by written notice by either party unless terminated earlier by HUD.

4. METHOD OF PAYMENT

The Authority shall, upon receipt of a final inspection report and Contractor invoice approved by Municipality and homeowner, submit payment for 50% of the program eligible expenses in connection with the aforementioned project. It is understood that payments made by Authority in connection with each grant application are not to exceed the sum of Three Thousand Five Hundred Dollars (\$3,500.00). Any cost incurred in excess of said amount shall be the sole responsibility of homeowner.

It is expressly understood by Municipality that funds under this Program shall be available on a first-come, first served basis, and that no specific level of funding is committed to Municipality under this Memorandum.

5. TERMS AND CONDITIONS

Authority and Municipality agree to abide by all federal rules and regulations concerning the Community Development Program of HUD as outlined in the Administrative Regulations for the Community Development Block Grant Program, issued September 23, 1983 and contained in various other documents as well as any other regulations or guidelines that HUD has or will issue.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this contract on the day and year first above written.

ATTEST:

REDEVELOPMENT AUTHORITY OF THE
COUNTY OF LANCASTER

Marian C. Joyce, Secretary

Justin M. Eby, Executive Director

ATTEST:

Municipality

Borough of Mount Joy

Lancaster County, Pennsylvania

Resolution No. 5-21

Be it RESOLVED, by the authority of the Borough of Mount Joy
(Name of Political Subdivision)

Lancaster County, Pennsylvania (Name of County) hereby requests a Growing Greener Grant of \$ 65,000 from the Department of Environmental Protection (DEP) to be used for Little Chiques Park Stream Bank Restoration and Drainage Improvements plan and design.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Mark G. Pugliese I,
Borough Manager (Name and Title) and/or William A. Hall, Council President (Name and Title) as the official(s) to execute all documents and agreements between the Borough of Mount Joy (Name of Applicant) and the Department of Environmental Protection to facilitate and assist in obtaining the requested grant.

I, Mark G. Pugliese I qualified Borough Secretary of the Borough of Mount Joy (Name of Applicant), Lancaster County, PA (Name of County) hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Mount Joy Borough Council (Governing Body) at a regular meeting held June 7, 2021 (Date) and said Resolution has been recorded in the Minutes of the Borough of Mount Joy (Applicant) and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Borough of Mount Joy, PA, this 7th day of June 2021.

ATTEST

Borough Secretary
President

Borough Council

(BOROUGH SEAL)

Borough of Mount Joy

Lancaster County, Pennsylvania

Resolution No. 6-21

Be it RESOLVED, by the authority of the Borough of Mount Joy
(Name of Political Subdivision)

Lancaster County, Pennsylvania (Name of County) hereby requests a Growing Greener Grant of \$2,500,00.00 from the Department of Environmental Protection (DEP) to be used for Little Chiques Park Stream Bank Restoration and Drainage Improvements implementation.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Mark G. Pugliese I, Borough Manager (Name and Title) and/or William A. Hall, Council President (Name and Title) as the official(s) to execute all documents and agreements between the Borough of Mount Joy (Name of Applicant) and the Department of Environmental Protection to facilitate and assist in obtaining the requested grant.

I, Mark G. Pugliese I qualified Borough Secretary of the Borough of Mount Joy (Name of Applicant), Lancaster County, PA (Name of County) hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Mount Joy Borough Council (Governing Body) at a regular meeting held June 7, 2021 (Date) and said Resolution has been recorded in the Minutes of the Borough of Mount Joy (Applicant) and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Borough of Mount Joy, PA, this 7th day of June 2021.

ATTEST

Borough Secretary
President

Borough Council

(BOROUGH SEAL)



June 2021



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