

BOROUGH OF MOUNT JOY
LANCASTER COUNTY, PENNSYLVANIA

ORDINANCE NO. 8-16

ORDINANCE AUTHORIZING INCURRING OF LEASE RENTAL DEBT OF THE BOROUGH OF MOUNT JOY IN AN AMOUNT OF UP TO \$9,800,000 BY: GUARANTEEING PAYMENT OF PRINCIPAL OF AND INTEREST ON THE MOUNT JOY BOROUGH AUTHORITY (THE "AUTHORITY") GUARANTEED WATER REVENUE BONDS, SERIES OF 2016 (THE "2016 WATER BONDS"), ISSUED FOR THE PURPOSE OF PROVIDING FUNDS FOR THE 2016 PROJECT WHICH INCLUDES: (i) THE COSTS OF CONSTRUCTION OF AN ADDITIONAL WELL AND MEMBRANE FILTRATION WATER TREATMENT PLANT FOR USE IN THE AUTHORITY'S WATER SYSTEM (THE "2016 CAPITAL PROJECT"); (II) THE ISSUANCE COSTS OF THE 2016 WATER BONDS; AND (III) SUCH OTHER PROJECTS, PORTIONS OF PROJECTS, CAPITAL ADDITIONS OR PURCHASES OF EQUIPMENT AS THE AUTHORITY'S BOARD MAY APPROVE (COLLECTIVELY WITH THE 2016 CAPITAL PROJECT, THE "2016 PROJECT"); AUTHORIZING EXECUTION AND DELIVERY OF GUARANTY AGREEMENT; FIXING THE AMOUNT OF ANNUAL PAYMENTS OF PRINCIPAL AND INTEREST ON THE 2016 WATER BONDS GUARANTEED BY THE BOROUGH; AUTHORIZING THE FILING OF THE DEBT STATEMENT, BORROWING BASE CERTIFICATE, TRANSCRIPT OF PROCEEDINGS AND APPLICATION FOR APPROVAL WITH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; AND APPROVING THE FILING THE ENGINEERING REPORT WITH RESPECT TO THE SELF-LIQUIDATING DEBT.

WHEREAS, the Borough Council of the Borough of Mount Joy (the "Borough") is willing to guarantee payment of the principal of, and interest on, the Guaranteed Water Revenue Bonds, Series of 2016 (the "2016 Water Bonds"), of Mount Joy Borough Authority (the "Authority") to be issued for the purposes stated in the caption and Section 1 hereof, by execution of a Guaranty Agreement to secure the 2016 Water Bonds, having a term of approximately 22 years, in an aggregate principal amount of up to \$9,800,000; and

WHEREAS, there has been submitted to this meeting a form of Guaranty Agreement for the 2016 Water Bonds.

NOW, THEREFORE, IT IS HEREBY ENACTED AND ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF MOUNT JOY, LANCASTER COUNTY, PENNSYLVANIA, as follows:

1. That the authorized debt of the Borough is hereby increased in the principal amount of up to \$9,800,000 consisting of lease rental debt as defined in the Local Government Unit Debt Act, 53 Pa. C.S. § 8001 et. seq., as amended (the "Act"), which together with any other lease rental debt and other debt of the Borough now existing, will not result in a violation of the limitations of the Constitution of the Commonwealth of Pennsylvania or the Act. Said lease rental debt is to be incurred by guaranteeing payment of the principal of, and interest on, the Authority's 2016 Water Bonds to be issued for the purpose of providing funds for (i) the costs of construction of an additional well and membrane filtration water treatment plant for use in the Authority's Water System (the "2016 Capital Project"); (ii) the issuance costs of the 2016 Water Bonds; and (iii) such other projects, portions of projects, capital additions or purchases of equipment as the Authority's Board may approve (collectively with the 2016 Capital Project, the "2016 Project"). The maximum aggregate principal amount of the Authority's 2016 Water Bonds to be secured by the Guaranty Agreement is up to \$9,800,000. The 2016 Water Bonds are to be issued under the Authority's Second Supplemental Indenture (the "Second Supplemental Water Indenture") supplementing the Trust Indenture dated as of November 3, 2010 (the "Original Indenture"), as amended by the Authority's First Supplemental Indenture (the "First Supplemental Water Indenture") dated as of December 17, 2015. The Original Indenture, the First Supplemental Water Indenture and the Second Supplemental Water Indenture are collectively referred to herein as the "Indenture").

2. The above-mentioned debt to be incurred by the Borough shall be lease rental debt. The principal amount of lease rental debt hereby authorized and incurred by the Borough is up to \$9,800,000 consisting of the guaranty of the Authority's 2016 Water Bonds.

3. The Guaranty Agreement is hereby approved in substantially the form presented to this meeting, with such changes, if any, as may be approved by the officers of the Borough Council executing them, whose execution thereof shall be conclusive evidence of such approval. The President or Vice President of the Borough Council is hereby authorized and directed to execute the Guaranty Agreement on behalf of the Borough with any above-mentioned changes, and the Secretary of the Borough is hereby authorized and directed to affix thereto and attest the seal of the Borough and then to deliver the Guaranty Agreement to the Trustee on behalf of the Borough.

4. The principal of and interest on the Authority's 2016 Water Bonds are to be payable from revenues derived from the operation of the Authority's Water System. The maximum annual payments of principal and interest guaranteed by the Borough relating to the 2016 Water Bonds are set forth on Exhibit "A" which is attached hereto and incorporated herein.

5. The Borough covenants with the holders from time to time of the Authority's 2016 Water Bonds that it will include the amounts to be paid under the Guaranty Agreement in each fiscal year in which such sums are payable in its budget for that fiscal year, shall appropriate an amount for the payment thereof from its revenues and shall duly and punctually pay or cause to be paid the amounts thereof to the Trustee for deposit in the appropriate funds created under the Indenture, to pay the principal of every 2016 Water Bond, and the interest thereon, at the dates

and places and in the manner stated in the 2016 Water Bonds, the Guaranty Agreement and the Second Supplemental Indenture, according to the true intent and meaning thereof and for such budgeting, appropriation and payment, the Borough hereby pledges its full faith, credit and taxing power. The covenant contained in this paragraph 5 is specifically enforceable. It is the purpose and intent of this covenant of guaranty that the Borough shall be required to pay under this covenant only that portion of debt service which cannot be paid from money of the Authority available for that purpose in any account.

6. The President or Vice President of Borough Council, the Borough Secretary and Treasurer (collectively the "Borough Officers"), with the assistance of the accounting firm for the Borough are hereby authorized and directed to prepare, execute and file with the Department of Community and Economic Development of the Commonwealth of Pennsylvania, the Debt Statement of the Borough required by Section 8110 of the Act with an appended Borrowing Base Certificate, certified by the Secretary of the Borough, or the accountant for the Borough, and all other documents required by the Act in connection with the execution and delivery of the Guaranty Agreement. Such Borough Officers are hereby authorized to prepare and file any statements required by Subsection B of Chapter 80 of the Act necessary to qualify the debt authorized herein for exclusion from the appropriate debt limit of the Borough as self-liquidating debt. The proper officers of the Borough are hereby authorized and empowered to take all such further action and execute such additional documents as they may deem appropriate to carry out the intent and purposes of this Ordinance.

7. The Borough Officers are hereby authorized and directed to file with the Commonwealth of Pennsylvania, Department of Community and Economic Development, an engineering report to be prepared by Arro Consulting, Inc. ("ARRO"), the Authority's Consulting Engineers, pursuant to Section 8026 of the Act, for the purposes of qualifying the debt authorized by this Ordinance as self-liquidating debt.

8. The estimated useful life of the 2016 Capital Project financed by the 2016 Water Bonds is in excess of twenty (20) years.

9. This Ordinance shall become effective on the earliest date permitted by the Act.

10. If any part of this Ordinance shall be held to be illegal or invalid, that shall not affect any other parts hereof, the remainder of which shall be construed as if the illegal or invalid part had not been included herein.

11. References in this Ordinance to specified officers of this Borough shall include and shall be construed to include, if and as applicable, their respective successors in office.

12. All ordinances and resolutions and parts thereof insofar as they are inconsistent herewith are hereby repealed or rescinded.

[signature page follows]

ENACTED AND ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF MOUNT JOY, LANCASTER COUNTY, PENNSYLVANIA THIS __ DAY OF OCTOBER, 2016.

BOROUGH OF MOUNT JOY

By: _____
(Vice) President of Borough Council

Attest: _____
Borough Secretary

(SEAL)

Approved this _____ day of October, 2016.

By: _____
Timothy D. Bradley, Jr., Mayor

EXHIBIT "A"

ATTACH MAXIMUM ANNUAL PAYMENTS OF
PRINCIPAL AND INTEREST ON THE 2016 BONDS

CERTIFICATE

I, Scott M. Hershey, Secretary of the Borough of Mount Joy, hereby certify as follows:

1. The attached ordinance is a true, complete and correct copy of an ordinance duly adopted by the affirmative vote of a majority of the members then holding office of the Borough Council of the Borough of Mount Joy, which is the governing body of said Borough, at a meeting duly called and held on October 3, 2016.

2. Said meeting was held after due notice to the members of Borough Council and to the public and was at all times open to the public and otherwise conducted in accordance with the laws of the Commonwealth of Pennsylvania.

3. Advertisement of a summary of said ordinance was duly made September 29, 2016, in the *LNP*, a newspaper of general circulation published and circulated in the area of the Borough, which advertisement included a statement that a copy of the full proposed text of said ordinance was available for inspection by any citizen in the Borough offices at an address and hours stated therein.

4. Said ordinance was examined and approved by the members of the Borough Council and was duly recorded in the minutes of the said meeting.

5. The total number of members of the Borough Council is nine (9) and the vote upon said ordinance was called and duly recorded in the minutes of said meeting and the members voted in the following manner:

Joshua Deering	_____
Mary S. Ginder	_____
Charles E. Glessner	_____
Jon Millar	_____
Dale Murray	_____
Michael Reese	_____
Jake Smeltz	_____
Hans E. Seidel	_____
Brian Youngerman	_____

6. Advertisement of a notice of enactment of said ordinance was duly made in the *LNP*, a newspaper of general circulation published and circulated in the area of the Borough, on October _____, 2016, which advertisement stated:

a. The substance of any amendments made during final passage, and the range of lease rental payments approved by the Borough under the Ordinance;

b. That the final text of the ordinance, as enacted, and the Guaranty may be examined by any citizen in the Borough offices at an address and hours stated therein.

7. The Mayor has approved the Ordinance.

[signature page follows]

IN WITNESS WHEREOF, I have placed my hand and the seal of the Borough of Mount Joy this _____ day of October, 2016.

Scott M. Hershey, Borough Secretary
Borough of Mount Joy

(BOROUGH SEAL)

GUARANTY AGREEMENT

Among

BOROUGH OF MOUNT JOY

and

**FULTON BANK, NATIONAL ASSOCIATION,
as Trustee**

and

MOUNT JOY BOROUGH AUTHORITY

**GUARANTEEING GUARANTEED WATER REVENUE BONDS,
SERIES OF 2016**

of

MOUNT JOY BOROUGH AUTHORITY

Dated as of _____, 2016

**Barley Snyder LLP
126 East King Street
Lancaster, PA 17602
Authority Solicitor and Bond Counsel**

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT dated as of _____, 2016, effective as of _____, among the **BOROUGH OF MOUNT JOY** (the "Borough"), Lancaster County, Pennsylvania, and **FULTON BANK, NATIONAL ASSOCIATION**, a national banking association, having its principal corporate trust office in Lancaster, Pennsylvania (hereinafter called the "Trustee"), as trustee, and **MOUNT JOY BOROUGH AUTHORITY** (the "Authority").

WITNESSETH:

WHEREAS, the Authority is a body corporate and politic organized by the municipal authorities of the Borough under the Municipality Authorities Act, 53 Pa. C.S. §5601 *et. seq.*, as amended and supplemented) of the Commonwealth of Pennsylvania (the "Act") pursuant to an ordinance duly enacted by the Borough Council of the Borough, and as evidenced by the Authority's Certificate of Incorporation dated December 8, 1948, as amended by a Certificate of Amendment dated December 26, 1989; and

WHEREAS, in the exercise of its corporate powers the Authority heretofore has acquired from the Borough the water works, water supply works, water distribution systems, properties (real, personal and mixed), assets and franchises formerly owned by the Borough in connection with its water system, and the Authority has heretofore made certain repairs, improvements, alterations and additions thereto (all of the aforesaid, together with any future Capital Additions thereto, being hereinafter referred to as the "Water System"); and

WHEREAS, the Authority has heretofore undertaken as a project a current refunding of its Guaranteed Water Revenue Bonds, Series of 2001, a current refunding of its Guaranteed Water Revenue Bonds, Series of 2005, which the Authority financed by the issuance of its Guaranteed Water Revenue Bonds, Series of 2010 in the aggregate principal amount of \$7,100,000 under a Trust Indenture dated as of November 3, 2010, from the Authority to the Trustee (the "Original Indenture"); and

WHEREAS, the Authority has heretofore undertaken as a project the advance refunding of the outstanding 2010 Bonds which the Authority financed by the issuance of its Guaranteed Water Revenue Note, Series of 2015 in the aggregate principal amount of \$4,900,000 under a First Supplemental Trust Indenture dated as of December 17, 2015, from the Authority to the Trustee (the "First Supplemental Indenture"); and

WHEREAS, the Authority is about to undertake as a project (i) the costs of construction of an additional well and membrane filtration water treatment plant for use in the Authority's Water System (the "2016 Capital Project"); (ii) the issuance costs of the 2016 Bonds; and (iii) such other projects, portions of projects, capital additions or purchases of equipment as the Authority's Board may approve (collectively with the 2016 Capital Project, the "2016 Project") to be financed by the issuance of its Guaranteed Water Revenue Bonds, Series of 2016 (the "2016 Bonds") in the aggregate principal amount of \$ _____ under a Second

Supplemental Trust Indenture dated as of _____, 2016, from the Authority to the Trustee (the "Second Supplemental Indenture"); and

WHEREAS, in order to provide funds for and toward the 2016 Project, the Authority has issued its Guaranteed Water Revenue Bonds, Series of 2016 under and secured by the Original Indenture, as supplemented by its First Supplemental Indenture and the Second Supplemental Indenture (collectively referred to as the "Indenture") to the Trustee dated as of _____, 2016; and

WHEREAS, the Authority deems it in the best interest of the Borough and of the residents of the Borough to undertake the 2016 Project; and

WHEREAS, in order to provide funds for and toward the 2016 Project, the Authority has issued the 2016 Bonds under and secured by the Indenture to the Trustee; and

WHEREAS, the Board of the Authority has duly adopted a resolution providing that certain water rates and charges are imposed upon, shall be payable by and shall be collected from the consumers of water service furnished by the Water System; and

WHEREAS, the Board of the Authority has agreed that all of the receipts and revenues of the Authority received, and to be received, in any manner from the Water System, to the extent provided in the Indenture (hereinafter mentioned), shall be irrevocably pledged for the payment of the cost of the operation and maintenance of the Water System, for the payment of principal of and interest on the bonds issued under said Indenture and for the other payments provided for therein; and

WHEREAS, in order to induce the Authority to enter into the Indenture and to authorize and issue the 2016 Bonds, the Borough has agreed, pursuant to the Local Government Unit Debt Act (Chapters 80-82 of the General Local Government Code) of the Commonwealth (the "Debt Act"), to guarantee the payment of Debt Service Requirements (as defined in the Indenture) of the 2016 Bonds.

NOW, THEREFORE, THIS GUARANTY AGREEMENT WITNESSETH:

That in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound hereby, DO HEREBY AGREE as follows:

ARTICLE I.

GUARANTY

SECTION 1.01. The Borough hereby unconditionally guarantees the full and prompt payment when due of each and every payment of the principal of and interest on the 2016 Bonds (including amounts to be paid into the Series of 2016 Sinking Fund Account created within the Debt Service Fund under the Indenture).

SECTION 1.02. In order to carry out the provisions of Section 1.01, the Borough agrees to pay directly to the Trustee at its principal corporate trust office amounts which, together with other funds held by the Trustee and which are available for such purpose including monies in the Debt Service Fund, any Debt Service Reserve Fund available for payment of the 2016 Bonds and the Bond Redemption and Improvement Fund, will equal the principal of and interest on the 2016 Bonds and any sinking fund payments required by the Indenture to be paid into the Series of 2016 Sinking Fund Account created within the Debt Service Fund under the Indenture, when due at the times and as provided in the 2016 Bonds and Indenture. The Borough covenants with the registered owners from time to time of the 2016 Bonds that it will include the amounts required to be paid under this Section 1.02 in each fiscal year in its budget for such fiscal year, shall appropriate an amount for the payment thereof and shall duly and punctually pay or cause to be paid the amounts thereof to the Trustee for deposit in the appropriate funds created under the Indenture to pay the principal of each of the 2016 Bonds and the interest thereon at the dates and place and in the manner stated in the 2016 Bonds and in the Indenture, according to the true intent and meaning thereof, and for such budgeting, appropriation and payment the Borough hereby pledges its full faith, credit and taxing power. The Borough further agrees that the covenant contained in this Section 1.02 may be specifically enforced against it by holders of the 2016 Bonds, or by the Trustee on behalf of such bondholders, all as provided in the Debt Act.

SECTION 1.03. In clarification of Section 1.02 of this Guaranty, and in order to ensure that the Trustee shall have available, when needed, money to pay principal and interest on all 2016 Bonds outstanding under the Indenture, the Trustee and the Borough hereby agree to the following notice and payment provisions:

(a) If, at any time after March 20 in any calendar year, the monies held by the Trustee in the 2016 Debt Service Reserve Fund or the Bond Redemption and Improvement Fund established pursuant to Section 6.06 of the Indenture are reduced below the amounts required or committed to be deposited therein, the Trustee shall, as soon as reasonably practical and in no event later than November 2 of such year, notify the Borough of such deficiency. As part of such notice, the Trustee shall demand payment by the Borough of such amounts as are necessary to pay all payments of principal and interest (including all amounts required to be paid into any sinking fund accounts) becoming due under the Indenture in the next succeeding calendar year with respect to all Bonds outstanding under the Indenture, along with any sums necessary to bring the 2016 Debt Service Reserve Fund and Bond Redemption and Improvement Fund to the amounts required under the Indenture;

(b) The Borough shall pay to the Trustee the sums demanded in said notice no later than March 20 of the next succeeding calendar year;

(c) Upon receipt of such monies from the Borough, the Trustee shall apply such monies as follows:

- (i) First, to make up any deficiency in the Debt Service Fund;
- (ii) Second, to make up any deficiency in any 2016 Debt Service Reserve Fund; and

(iii) Third, to the Bond Redemption and Improvement Fund.

For as long as any Bonds remain outstanding under the Indenture, the Trustee, on behalf of the Bondholders, shall exercise its obligations under this Section 1.03 in each calendar year in which the balance in the Bond Redemption and Improvement Fund, after March 20 in such calendar year, when added to those sums in the Debt Service Reserve Fund, falls below an amount equal to the maximum annual debt service during the then remaining life of the 2016 Bonds.

SECTION 1.04. The obligations of the Borough hereunder are absolute and unconditional and shall remain in full force and effect until the Authority shall have fully and satisfactorily discharged all of its obligations under the 2016 Bonds and the Indenture, irrespective of the validity or enforceability of the Indenture or of any termination of said Indenture. The obligations of the Borough hereunder shall not be affected in any way by any compromise, settlement, release, renewal, extension, indulgence, change in or modification of any of the obligations or liabilities of the Authority under the Indenture, as amended and supplemented from time to time (including, but not limited to, any modification, limitation, or discharge arising out of or by virtue of any bankruptcy, arrangement, reorganization or similar proceeding for relief of debtors under federal or state law hereinafter initiated by or against the Authority), or any redelivery, repossession, surrender or destruction of the Water System in whole or in part, or any defense otherwise available to the Borough as Guarantor. The Borough hereby waives any right to require, and the benefit of all laws now or hereafter in effect giving the Borough the right to require, any such prior enforcement by the Authority or the Trustee of any rights against any persons (including, in the case of the Trustee, the Authority), and the Borough agrees that any delay in enforcing or failure to enforce any such rights shall not in any way affect the liability of the Borough hereunder, even if any such rights are lost; and the Borough hereby waives all rights and benefits which might accrue to it by reason of any of the aforesaid bankruptcy, arrangement, reorganization, or similar proceedings and agrees that its liabilities hereunder for the obligations of the Authority under the 2016 Bonds shall not be affected by any modification, limitation or discharge of the liabilities of the Authority that may result from any such proceeding.

SECTION 1.05. To the extent that funds of the Authority are not available for such purposes, the Borough also agrees to pay to the Trustee, and to any trustee appointed by the registered owners of the 2016 Bonds as provided in the Indenture, on demand, all costs and expenses, legal or otherwise (including counsel fees), which may be incurred in the enforcement of the 2016 Bonds, or the Indenture or the liability of the Borough hereunder. No delay in making demand on the Borough for performance of its obligations hereunder shall prejudice the right to enforce such performance.

SECTION 1.06. It is understood and agreed that the obligations of the Borough to make payments hereunder shall be absolute and shall not be subject to any defense or any rights of set-off, counter claim or recoupment arising out of any breach by the Authority of any obligation to the Borough whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to the Borough by the Authority. The Borough's obligations hereunder are in effect until the 2016 Bonds are no longer outstanding.

ARTICLE II.

MISCELLANEOUS

SECTION 2.01. This Guaranty Agreement shall inure to the benefit of the Trustee and any successors and assigns as trustee, or any trustee appointed under the Indenture and by the registered owners of the 2016 Bonds, and the Trustee and any such successors, assigns or appointees shall have the right to enforce this Guaranty Agreement as provided at law or in equity for the equal and ratable benefit of the registered owners of the 2016 Bonds. The Trustee covenants to deposit the moneys received from the Borough pursuant to this Agreement for the payment of Debt Service Requirements in the manner provided in Section 1.03(c) of this Guaranty Agreement. The Trustee covenants to apply moneys received from the Borough pursuant to Section 1.05 of this Guaranty Agreement to payment of the costs and expenses referred to in such Section.

SECTION 2.02. Except as otherwise provided in the Indenture, subsequent to the issuance of the 2016 Bonds and prior to payment or provision for payment of the 2016 Bonds in full (including interest and premium, if any, thereon), this Guaranty Agreement may not be effectively amended, changed, modified, altered or terminated so as adversely to affect the interests of the registered owners of the 2016 Bonds without the prior written consent of the registered owners of all of the 2016 Bonds then outstanding.

SECTION 2.03. This Guaranty Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute one and the same Guaranty Agreement.

SECTION 2.04. This Guaranty Agreement is entered into pursuant to the Debt Act and is intended to confer upon registered owners of the 2016 Bonds the rights provided therein for holders of obligations guaranteed pursuant to Section 8005(c) of the Debt Act. In addition to any other rights and remedies available for the enforcement hereof, this Guaranty Agreement may be enforced in accordance with the rights and remedies contained in Chapter 82, Subchapter D of the Debt Act.

SECTION 2.05. If any clause, provision or section of this Guaranty Agreement be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Guaranty Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Guaranty Agreement be held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the Borough, as the case may be, to the full extent permitted by law.

SECTION 2.06. The laws of the Commonwealth of Pennsylvania shall govern the construction of this Guaranty Agreement.

SECTION 2.07. If in any calendar year the Borough has paid over to the Trustee such amounts as are at that time required to fully discharge the obligations of the Borough in such calendar year under the terms of this Guaranty Agreement, then the Authority agrees to comply

with the rate covenant set forth in the Indenture and to reimburse the Borough from any monies thereafter available from time to time for that purpose under the Indenture for the amounts so paid to the Trustee by the Borough. To that end, the Authority covenants and agrees with the Borough that immediately upon any call on the Borough for payment of monies hereunder, the Authority shall (a) require the Authority's Consulting Engineers to perform a rate study in order to determine the level of rates (i) necessary for the Authority to comply with the rate covenant set forth in the Indenture and (ii) in addition, necessary to generate additional revenues sufficient to provide funds for purposes of reimbursement of the Borough pursuant to this section within such period of time as shall be determined to be reasonable in light of the circumstances, and not unduly burdensome to the users of the Water System; and (b) shall adopt and implement such rates not later than thirty (30) days following receipt of the final rate study.

IN WITNESS WHEREOF, the BOROUGH OF MOUNT JOY, Lancaster County, Pennsylvania, has caused this Guaranty Agreement to be executed in its name and on its behalf by the President or Vice President of the Borough Council and its corporate seal to be affixed hereunto and attested by its Secretary or Assistant Secretary, FULTON BANK, NATIONAL ASSOCIATION, has caused this Guaranty Agreement to be executed and sealed on its behalf by a Vice President or a Trust Officer or other authorized officer as of the day and year first above written, and MOUNT JOY BOROUGH AUTHORITY has caused this Guaranty Agreement to be executed in its name and on its behalf by the Chairman or Vice Chairman of the Authority and its corporate seal to be affixed hereunto and attested by its Secretary or Assistant Secretary.

[Signature Pages Follow]

BOROUGH OF MOUNT JOY

By: _____
(Vice) President,
Borough Council

Attest: _____
Secretary

(SEAL)

FULTON BANK, NATIONAL
ASSOCIATION, as Trustee

By: _____
Senior Vice President and/or
Trust Officer

MOUNT JOY BOROUGH AUTHORITY

By: _____
(Vice) Chairman

Attest: _____
(Assistant) Secretary

(SEAL)

Date: October 3, 2016

To: Borough Council

From: Timothy D. Bradley, Jr.

RE: Mayor's Report:

Mayoral Recognitions

On behalf of the Borough, I would like to thank Officer Paul Cook for his service to the Borough of Mount Joy. Officer Cook has been the embodiment of Community Policing by consistently and effectively initiating positive, proactive contact with residents and business owners alike. His efforts have resulted in numerous positive reports from the community concerning his willingness to reach out. His contributions to this community have helped to strengthen relationships and build rapport between the MJBPD and its citizens. We wish him luck in his new endeavor. He will be greatly missed.

Mayoral Initiatives and Actions

- Continued actions are being taken to collectively address the heroin epidemic through leadership of the Lancaster County Anti-Heroin Task Force, and have initiated inter-county discussions with the York Task Force to hold a regional summit for elected and school officials. Furthermore, I am happy to announce that in addition to sponsoring 7 Community Forums the greater cooperation resulting from the formation of the task force has resulted in the creation of a community coordinator position.
- Continued to work with members of council to find ways to improve pedestrian safety at the Marietta Avenue/E. Main St. Intersection including meeting with Public Works and Public Safety to suggest greater cooperation between Chief Williams and Director Nissley in developing a plan.
- With the cooperation of the leadership of the MJBPD and FDMJ, I have continued spearhead work on a local medal and honors program to honor local emergency responders and community members.
- Continued work with the Small Business Community and Chief Williams concerning complaints express at the September Council meeting.
- Please to announce the LERTA initiative is moving forward with the Donegal School Board slated to discuss the issue this month.
- Conducted an interview with the Lancaster Newspaper on initiative to help with the growth of the Downtown. It was feature in the Sept. 25th edition of the LNP.
- Worked closely with the Chief to formulate a process schedule for the hiring of a new officer to fill the vacancy caused by the resignation of Officer Cook, and initiated an exit interview for Officer Cook.
- Met with the Chamber concerning regional cooperation with surrounding communities to further stimulate economic growth.
- Had ongoing meetings throughout the month with Chief Williams concerning police department operational matters to include personnel as well as ongoing speed and parking enforcement.

Mayoral Duties, Ceremonies, and Meetings

September 16 – In response to their invitation, I attended the Soft Opening of Joy's Tavern.

September 20 – Attended 2nd round of Borough Manager Interviews

September 22 – Lancaster Anti-Heroin Task Force Meeting

Detective Summary of Cases

CASE DESCRIPTION	Previous Month 2016	NEW CASES Aug 15 - Sept 14 2016	Monthly CLOSED CASES	TOTAL
Accident, Hit & Run	0			0
Arson	0	2	1	1
Assault	2	1	1 (1)	2
Assist Other Agency	0			0
Burglaries	30	1	(5)	31
Criminal Mischief / Vandalism	3	3	3 (2)	3
Child & Family Offense (Abuse)	1			1
Death Investigation	0			0
Drug Offense	0			0
Harassment by Communication	0			0
Fraud (Forgery, Id Theft, etc.)	21			21
Receiving Stolen Property	0			0
Robbery	6			6
Suspicious Activity	3			3
Theft	53	4	4 (6)	53
Trespass	0			0
Miscellaneous	3			3
Threat to Official	0	1		1
Sex Offense				
Adult	5			5
Juvenile	1		1	0
TOTAL OPEN CASES	128	12	10	130
New Cases Assigned	12	MTH		
Closed Cases*	69	YTD		
Warrants Served	0	MTH		
Surveillance Hours Conducted**	8	MTH		
People charged	2	MTH	10	YTD
Felony charge	7	MTH	16	YTD
Misdemeanor charge	7	MTH	13	YTD
Summary charge	0	MTH	1	YTD
Ungraded charge	0	MTH	3	YTD
Total charges	14	MTH	33	YTD

Due to jurisdictional issues, county detectives will be filing 91 charges based solely on a complete investigation that was conducted by Detective Hosking.

*cold cases are marked in ()

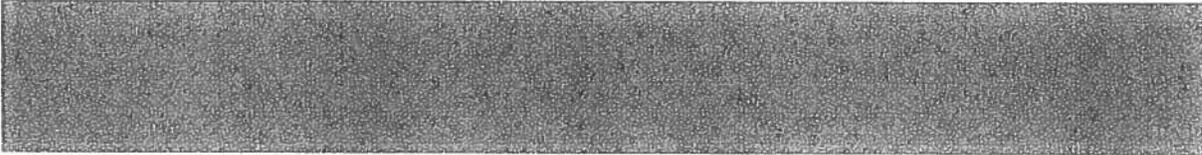
MOUNT JOY BOROUGH (36413) UCR Report
 MTD 08/01/2016 thru 08/31/2016

<u>Category</u>	<u>UCR Code/Description</u>	<u>MTD Count</u>
	AID/ASSIST	2
	ALARMS	13
	ASSIST AMBULANCE	3
	ASSIST FIRE	2
	CRASH	6
MISCELLANEOUS		
		1
	DEFIANT TRESPASS	1
	FOUND PROPERTY	1
	INTELLECTUAL DISABILITY CASE/COMMITMENT	3
	PATROL INFORMATION	1
	PFA ORDERS	1
	PROTECTION FROM ABUSE	1
	RETALIATION AGAINST WITNESS	1
	UNATTENDED DEATH	1
	WARRANT SERVICE	3
NOISE		
	CHILD CUSTODY	1
	DOG BITE	1
	DOMESTIC	2
	LANDLORD / TENNANT	1
	PARENT / CHILD	2
	SUSPICIOUS ACTIVITY	5
	404 - ASSAULT WITH HANDS, FISTS, FEET	1
	602 - THEFT FROM BUILDINGS	5
	609 - THEFT ALL OTHER	7
	802 - ASSAULT - NON-AGGRAVATING HARASSMENT PHYSICAL CONTACT	2
	1102 - FRAUD ACCESS DEVICE FRAUD	1
	1103 - FRAUD IDENTITY THEFT	1
	1405 - CRIMINAL MISCHIEF / VANDALISM NON-RESIDENCE	1
	1408 - CRIMINAL MISCHIEF / VANDALISM VEHICLE	3
	1409 - CRIMINAL MISCHIEF / VANDALISM ALL OTHERS	1
	1702 - SEX OFFENSES INDECENT ASSAULT	1
	1804 - DRUG VIOLATION POSSESSION OF SYNTHETICS	1
	2002 - OFFENSES AGAINST FAMILY ENDANGERMENT OF CHILD	1

MOUNT JOY BOROUGH (36413) UCR Report
MTD 08/01/2016 thru 08/31/2016

<u>Category</u>	<u>UCR Code/Description</u>	<u>MTD Count</u>
	2101 - DUI DUI CRASH RELATED	1
	2102 - DUI DUI NON-CRASH RELATED	2
	2404 - DISORDERLY CONDUCT HARASSMENT - CONDUCT / DOMESTIC VIOLENCE / ALARMED	1
	2407 - DISORDERLY CONDUCT STALKING	1
	2692 - ORDINANCE VIOLATIONS SOLICITING	1
	ALL OTHERS	1

Total UCR Incidents Previous Year Month of Aug, 2015	91
Total CAD Incidents Previous Year Month of Aug, 2015	448
Total Incidents Previous Year To Date	3611



Total UCR Reportable Incidents For Month of Aug, 2016	84
Total CAD Incidents For Month of Aug, 2016	441
Total Incidents Year to Date	4005

BOROUGH OF MOUNT JOY POLICE DEPARTMENT

Maurice Williams
Chief of Police

21 East Main Street
Mount Joy, PA 17552

ARREST REPORT AUGUST 2016

TRAFFIC ARRESTS

Accident Involving Damage to Attended Vehicle	1
Additional Parking Regulations	1
Driving While Operating Privilege is Suspended or Revoked	1
Leaving an Unattended Child in a Motor Vehicle	1
Maximum Speed Limits	4
Obedience to Traffic- Control Devices	7
Operation of Vehicle Without Official Certificate of Inspection	1
Operation of Vehicle With Suspended License	1
Registration & Certificate of Title Required	2
Required Financial Responsibility	1
Restraint Systems	1
Traffic Control Signals	1
Vehicle Turning Left	1

TOTAL AUG 2016 23
Total AUG 2015 59

CRIMINAL ARRESTS

Assault	4
Corruption of Minors	1
Criminal Trespass	2
Disorderly Conduct	1
DUI	3
Endangering Welfare of Children	1
Harassment	5
Intimidation of Witness	2
PFA Violation	1
Public Drunkenness	1
Resisting Arrest	1
Stalking	1
Terroristic Threats	1
Unlawful Contact With Minor	1
Vandalism	1

TOTAL AUG 2016 26
Total AUG 2015 30

JUVENILE ARRESTS

TOTAL AUG 2016 0
Total AUG 2015 1

**MOUNT JOY BOROUGH POLICE DEPARTMENT
CAD INCIDENT COUNT**

8/1/2016 thru 8/31/2016

Miscellaneous/Unknown	157
Ambulance Call	30
Court/Hearings	6
Crash	3
Fire Call	1
Follow Up	51
Investigation	34
Parking	7
Phone Call	32
Premise Check	12
Processing	2
Service Call	93
Special Detail	5
Traffic Arrest	1
Traffic Detail	0
Verbal Warning	0
Warning	0
Warrants	7
CAD INCIDENT COUNT	441

**MOUNT JOY BOROUGH POLICE DEPARTMENT
MONIES COLLECTED AUGUST 2016**

	331.120	Borough Tickets (Other)	\$140.00
	321.310	Bicycle Registration	\$6.00
	380.010	Alarm Fees	\$0.00
	321.600	Mercantile Licenses	\$50.00
	362.100	Police Reports	\$45.00
331.11	331.120	Clerk of Court Disbursement	\$0.00
331.11	331.120	Magisterial Court Disbursement	\$1,122.45
	410.183	Lancaster Co. SERT Reimbursement	\$161.78

TOTAL Aug 2016	\$1,525.23
<i>Total Aug 2015</i>	<i>\$3,285.68</i>

Submitted by: _____



Received by: _____

D. Ward

New Detective Cases

	2010	2011	2012	2013	2014	2015	2016
January	9	15	17	11	0	6	6
February	12	18	17	4	8	12	6
March	14	4	17	5	6	11	6
April	5	5	5	8	4	5	8
May	10	11	34	7	1	13	2
June	9	15	13	8	3	10	2
July	16	17	7	10	5	8	3
August	10	17	7	8	4	10	12
September	7	23	13	10	1	6	
October	4	7	9	9	11	6	
November	6	7	9	9	7	4	
December	5	8	10	4	12	6	



MILANOF-SCHOCK LIBRARY

1184 Anderson Ferry Road, Mount Joy, PA 17552

Tel: 717.653.1510 Fax: 717.653.4030

www.mslibrary.org

Serving East Donegal Township, Marietta Borough,
Mount Joy Borough, Mount Joy Township and Rapho

Named **BEST SMALL LIBRARY IN AMERICA** by the Gates Foundation & Library Journal

August 2016

Compiled by Barbara Basile, Executive Director

Contributors: Nancy Behney, Susan Craine, Melody Nissley, Kirstin Rhoades, & Donna Little

Aug 2016 Statistics	2016	2016 YTD	2015	2014	2013
TOTAL CIRCULATION	18,156	112,524	17,799	16,936	19,811
Overdrive	793	5,788			
NEW PATRONS	102	634	64	89	77
PATRON COUNT	8,252	47,899	7765	7,143	8,025
DVD RENTALS	277	2,064	302	389	322
COMPUTER LOG-INS	822	4738			
WIRELESS ACCESS	461	2,811			
NOTARY	6	45	8	7	5
PASSPORTS	99	693	85	72	80
Volunteer Hours	182	1287			
	<u>Programs</u>	<u>Children</u>	<u>Teens</u>	<u>Adults</u>	
Youth Services	17	173	21	119	
Teen programs	0	0	0	0	
SRP sign-ups total	1342				
Adult Programs	7			48	

Executive Summary

August has always been a slowdown transition month until I came to Mount Joy! Between barbequing, French fries, the Splashdown, our auction, and the end of the summer programming, we bid good-bye to Melody and planned and scheduled the painting/carpeting/moving project as well as the Fall event calendar.

We are now open until 4:00 on Saturdays. However due to the refurbishing project, we will have a change in our hours during October. The painting/carpeting project means we need to close early on Wednesdays (to move stuff) and close completely on Thursday and Fridays to paint and carpet. The change affects the first three weeks in October. We will also have an additional day during the fourth week to do the final punch list stuff and the last big move, but I hope that will be Friday, so it will not disturb the public.

Personnel

- Jan returned! She has set her September/October and November program schedule and helped interview the prospective Youth Services Assistant.
- Richard List, our current staff member has been hired as the YS Assistant. He brings a strong background in technology and has been working in a day care for number of years. We specifically wanted someone to do programs that excite our school age children and homeschool families in STEM subject areas. He will also be a passport agent. He will be adding 12 hours to his schedule to accommodate his new responsibilities.

Community Relations (*Barbara et al*)

- Attended Main Street Mount Joy Promotion Committee meeting; volunteered at the Splash Down event.
- Worked with Mayor Tim Bradley to design a 15th anniversary of 9/11 commemorative event at the Library on September 10th
- Served on the Rotary Fry Wagon, and the Chamber of Commerce Chicken Barbeque
- Worked with a Rapho family promote a Little Free Library in the Rapho Community Park.

Youth Services

- Summer programs extended well into August.
- New backpacks filled with educational items have been added to the collection.
- Open house for families with preschool children held September 10.

Finance/Fundraising (*Nancy*)

- Saved about \$1,200 by decreasing the number of magazines we subscribe to and choosing to do business with a new subscription service - Magazines.com. (*Barbara*)
- Reviewing Insurance costs for the building, liabilities, Directors and Officers and business property, which includes the collection. Current charge is \$5190/year. (*Barbara*)
- **LCCF Extra-Give** campaign begins soon. EG is Friday, November 18. We will be open and I look forward to working with other Mount Joy area charities to see if we can combine forces to promote the big day. Nancy and I have discussed to do something on voting day to educate people about what Extra Give is and how they can participate. (*Barbara*)
- Auction 2016 we grossed \$21,000.

Facility (*Barbara*)

- In anticipation of the painting and carpeting project. We have cleaned all the storage areas and are also weeding the collection of items which are underused collections, This includes the audio cassettes and much of the foreign language collection has been sent to the District Library. These are still available through the Lancaster Public Library.
- During the project hours will change: Closing at 5 PM on Wednesdays in October and we will also be closed all day Thursday and Fridays for the first three weeks in October. We will be open Monday, and Tuesday until 8 PM, Wednesdays until 5PM and Saturday 9 to 4 PM.

Mount Joy Borough

Zoning & Code Department

REPORT

To: Borough Council

From: Stacie Gibbs, Zoning/Code Officer

Date: September 2016

Re: September Zoning/Code and Planning Report

UPDATES

- Continued to work on hiking and biking PowerPoint presentation.

REPORT

- Met with Brian, DC Gohn, LCCTC and Borough staff on Old Market Street to discuss sidewalk, and Rotary Park trail connection.
- Met with, and trained new Stormwater Officer on various items. Training continues.
- Reviewed paperwork from SAI Consulting Engineers, Project Manager for PENNDOT on the 9 bridges carrying PA 283 in Lancaster County scheduled to be worked on. Forwarded paperwork to various entities as requested to for potential affects to these entities during construction.
- Reviewed Borough Solicitor and Borough Engineer letters relative to the American Legion project. Had telephone conference with Solicitor regarding correspondence.
- Attended Basic Budgeting Tools & Techniques training.

- Reviewed the future land use inventory and GIS map provided by the Lancaster County Planning Commission. As they requested, conducted quality check of the map using ArcGIS Online, and made corrections as necessary.
- Attended Planning Commission meeting. Draft minutes are attached.
- Attended Annual Municipal Code Enforcement Conference. (for which I am part of the Committee again)
- Attended training for “Basic Budgeting Tools and Techniques.”
- Attended Staff meeting.
- Performed rental inspections as needed.
- Attended Mount Joy Borough Open House

MOUNT JOY BOROUGH-Violations: 9/1/2016 - 9/30/2016

SEPTEMBER 2016 VIOLATION REPORT

Property

Closed

Total number of Closed Property Violations: 13

Open

Total number of Open Property Violations: 16

Trees/Bushes

Open

Total number of Open Trees/Bushes Violations: 2

Zoning

Closed

Total number of Closed Zoning Violations: 2

Open

Total number of Open Zoning Violations: 1

34

MOUNT JOY BOROUGH-MultiSelect Permits App Date: 9/1/2016 - 9/30/2016

SEPTEMBER 2016 PERMIT REPORT

PermitNo	App Date	Issue Date	Owner	Project Addr	Descript	Fee
Building						
Com-Roof						
Active						
160818	9/19/2016	9/23/2016	TRINITY EVANG CONG CHURCH	100 NEW HAVEN ST	New roof	\$182.00
160809	9/6/2016	9/9/2016	ST MARKS UNITED METHODIST CHURCH	37 E MAIN ST	Re-roof	\$60.00
Total Com-Roof 2						\$242.00
Res-Alterations						
Active						
160825	9/28/2016	9/28/2016	BAKER SCOTT E	268 LUMBER ST	Construct removable ramp	\$40.00
160820	9/23/2016	9/28/2016	CHRISTIAN MARK A & SHARON L	509 BLOSSOM TRL	Install solar panelsl	\$108.00
160810	9/6/2016	9/9/2016	DECUBELLIS PHILIP J PETERS ANGELA R	210 BIRCHLAND AVE	Install 20 solar panels	\$60.00
Total Res-Alterations 3						\$208.00
Res-Deck						
Active						
160805	9/1/2016	9/9/2016	FLETCHER WARREN C JR & CHRISTINE L	823 DONEGAL SPRINGS RD	Expand deck and deck roof	\$60.00
Total Res-Deck 1						\$60.00
Res-Roof						
Active						
160811	9/6/2016	9/14/2016	CLARK ROBERT & JEAN	804 ELLA DR	Roof over deck	\$60.00
Total Res-Roof 1						\$60.00
Total Building 7						\$570.00
Electrical						
Comm - electric						
Pending						
160826	9/28/2016		FLORIN HILL INVESTORS LP	104 MERCHANT AVE	New electric services for landscape lights	\$110.00
Total Comm - electric 1						\$110.00
Total Electrical 1						\$110.00
ROW						
Temp. Obstruction						
Active						
160819	9/23/2016	9/23/2016	DENLINGER MITCHELL & KALA	246 MARIETTA AVE	Replace/repair brick	\$60.00
Total Temp. Obstruction 1						\$60.00
Total ROW 1						\$60.00
Use						
Use						
Complete						
160814	9/15/2016	9/15/2016	950 SQUARE STREET REALTY LLC	950 SQUARE ST	Fox Chapel Publishing - Use Review	\$60.00
Total Use 1						\$60.00
Total Use 1						\$60.00
Zoning						
Deck						
Active						
160807	9/2/2016	9/2/2016	JORDAN MICHAEL W & MALISA S	122 S BARBARA ST	Install deck	\$40.00
Total Deck 1						\$40.00

PermitNo	App Date	Issue Date	Owner	Project Addr	Descript	Fee
Zoning						
Fence						
Active						
160803	9/1/2016	9/1/2016	LAWRENCE JASON D LAWRENCE SARAH	615 ARBOR ROSE AVE	Install split rail fence	\$40.00
Total Fence 1						\$40.00
Shed						
Active						
160815	9/16/2016	9/23/2016	ESTEP CINDY & DAVID	822 BRUCE AVE	Install shed and remove lean-to roof in r	\$40.00
Total Shed 1						\$40.00
Sign						
Active						
160816	9/16/2016	9/16/2016	GLOSSBRENNER UN METH CH	713 CHURCH ST	Temporary for Off-Premise Signs	\$60.00
Total Sign 1						\$60.00
Tent						
Active						
160824	9/27/2016	10/28/2016	GELTMACHER JOHN E & JANET L	327 BRIDGE BLVD	Erect Temporary Tent for Wedding	\$40.00
Total Tent 1						\$40.00
Total Zoning 5						\$220.00
Total Permits: 15						\$1,020.00

BUILDING PERMITS ANALYSIS OF FEES RECEIVED

MONTH	2008	2009	2010	2011	2012	2013	2014	2015	2016
JANUARY	\$ 1,569.00	\$ 2,904.00	\$ 2,052.00	\$ 2,548.00	\$2,413.00	\$ 2,045.00	\$ 3,636.00	\$ 2,484.00	\$ 450.00
FEBRUARY	\$ 637.00	\$ 4,223.00	\$ 5,148.00	\$ 2,802.00	\$1,347.00	\$ 1,684.00	\$ 340.00	\$ 614.00	\$ 1,500.00
MARCH	\$ 527.00	\$ 3,753.00	\$ 10,284.00	\$ 2,687.00	\$1,670.00	\$ 3,174.00	\$ 3,658.00	\$ 3,508.00	\$ 1,268.00
APRIL	\$ 7,328.00	\$ 1,147.00	\$ 6,333.00	\$ 2,693.00	\$2,354.00	\$ 7,230.00	\$ 3,532.00	\$ 3,529.00	\$ 930.00
MAY	\$17,120.00	\$ 1,660.00	\$ 4,756.00	\$ 4,914.00	\$3,168.00	\$ 2,708.00	\$ 4,450.00	\$ 7,030.00	\$ 3,501.00
JUNE	\$ 3,557.00	\$ 1,103.00	\$ 5,138.00	\$ 5,026.00	\$4,741.00	\$ 6,226.00	\$ 1,920.00	\$ 4,166.00	\$ 4,185.00
JULY	\$ 1,230.00	\$ 2,269.00	\$ 2,994.00	\$ 1,012.00	\$3,175.00	\$ 4,097.00	\$ 3,230.00	\$ 3,178.00	\$ 9,363.00
AUGUST	\$ 1,051.00	\$ 6,205.00	\$15,984.00	\$ 7,084.00	\$1,844.00	\$ 4,007.00	\$ 780.00	\$ 2,048.00	\$ 3,633.00
SEPTEMBER	\$ 7,016.00	\$ 4,387.00	\$ 1,529.00	\$ 5,693.00	\$4,791.00	\$ 2,002.00	\$ 3,346.00	\$ 2,205.00	\$ 1,020.00
OCTOBER	\$ 1,208.00	\$ 4,198.00	\$ 1,133.00	\$ 1,724.00	\$ 789.00	\$ 3,216.00	\$ 1,724.00	\$ 2,694.00	
NOVEMBER	\$ 608.00	\$ 1,066.00	\$ 6,356.00	\$ 1,646.00	\$1,678.00	\$ 2,248.00	\$ 9,024.00	\$ 3,002.00	
DECEMBER	\$ 4,301.00	\$ 1,058.00	\$ 7,050.00	\$ 2,393.54	\$2,699.00	\$ 1,047.00	\$ 1,822.00	\$ 1,808.00	
TOTALS	\$46,152.00	\$33,973.00	\$68,707.00 (budgeted \$30,000)	\$40,222.54 (budgeted \$47,000)	\$30,669.00 (budgeted \$40,000.00)	\$ 39,684.00 (Budgeted \$ 40,000)	\$ 37,462.00.00 (Budgeted \$ 50,000)	(\$ 36,266.00 Budgeted \$30,000)	(\$ 25,850.00 Budgeted \$30,000)

MOUNT JOY BOROUGH-StormWater Permits App Date: 9/1/2016 - 9/30/2016

SEPTEMBER 2016 STORMWATER PERMIT REPORT

PermitNo	App Date	Issue Date	Owner	Project Addr	Descript	Fee
StormWater						
Exemption						
Active						
160822	9/23/2016	9/23/2016	ESTEP CINDY & DAVID	822 BRUCE AVE	Install shed	\$50.00
160808	9/2/2016	9/2/2016	JORDAN MICHAEL W & MALISA S	122 S BARBARA ST	Install deck	\$50.00
160806	9/1/2016	9/9/2016	FLETCHER WARREN C JR & CHRISTINE L	823 DONEGAL SPRINGS RD	expand existing deck and deck roof	\$50.00
Total Exemption 3						\$150.00
Small Project						
Active						
160823	9/27/2016	9/27/2016	MOUNT JOY WIRE CORP	1000 E MAIN ST	Regrade and replace rip-rap in swale	\$175.00
160821	9/23/2016	9/23/2016	CARGILL COCOA & CHOCOLATE INC	200 CHOCOLATE AVE	Install trench drain across front of shop	\$175.00
Total Small Project 2						\$350.00
Total StormWater 5						\$500.00
Total Permits: 5						\$500.00

STORMWATER PERMITS COMPARISON SPREADSHEET

MONTH	2014	2015	2016
JANUARY	X	\$50.00	X
FEBRUARY	X	\$50.00	\$50.00
MARCH	X	\$250.00	\$300.00
APRIL	\$400.00	\$350.00	\$400.00
MAY	\$100.00	\$450.00	\$550.00
JUNE	\$300.00	\$650.00	\$550.00
JULY	\$100.00	\$400.00	\$375.00
AUGUST	\$50.00	\$350.00	\$325.00
SEPTEMBER	\$375.00	\$150.00	\$500.00
OCTOBER	\$275.00	\$100.00	
NOVEMBER	\$100.00	\$100.00	
DECEMBER	\$100.00	\$100.00	
TOTALS	\$1,800.00	\$3,000.00 (Budget \$2,000)	(\$3,050.00 Budget \$2,500.00)

MOUNT JOY BOROUGH-Rental Permits App Date: 9/1/2016 - 9/30/2016

SEPTEMBER 2016 RENTAL LICENSE REPORT

PermitNo	App Date	Issue Date	Owner	Project Addr	Descript	Fee
Rental						
2016 Residential						
Active						
160817	9/16/2016	9/16/2016	BAILEY BILLIE JANE	203 FREDERICK ST	203 FREDERICK STREET	\$50.00
160813	9/14/2016	9/14/2016	RODGERS DAVID & LUCY	213 KEINATH ST	213 KEINATH ST	\$50.00
160812	9/14/2016	9/14/2016	HOLTON CORY AND TINA	29 COLUMBIA AVE	29 COLUMBIA AVENUE	\$50.00
Total 2016 Residential 3						\$150.00
Total Rental 3						\$150.00
Total Permits: 3						\$150.00

RENTAL LICENSES COMPARISON SPREADSHEET

MONTH	2013	2014	2015	2016
JANUARY	X	X	X	\$ 700.00
FEBRUARY	X	X	X	\$25,950.00
MARCH	X	X	X	\$31,750.00
APRIL	X	X	X	\$ 3,350.00
MAY	X	X	X	\$ 3,750.00
JUNE	X	X	X	\$ 600.00
JULY	X	X	X	\$ 500.00
AUGUST	X	X	X	\$ 50.00
SEPTEMBER	X	X	X	\$ 150.00
OCTOBER	X	X	X	
NOVEMBER	X	X	X	
DECEMBER	X	X	X	
TOTALS	\$21,640.00 (Budgeted \$21,300	\$48,470.00 (Budgeted \$48,735.00)	\$64,905.00 (Budgeted \$53,965.00)	\$66,800.00 (Budgeted \$62,000.00)



BOROUGH OF MOUNT JOY STORMWATER MANAGEMENT REPORT

TO: Mount Joy Borough Council

FROM: Dave Salley, Stormwater Enforcement Officer

DATE: October 1, 2016

RE: Stormwater Management Report for September, 2016

Violations:

- ✓ 240 W. Main St. 9/14 Called and left a message for the property owner to trim weeds around silt fence. Also suggested to plant grass seed to help cover the existing bare spots.
- ✓ 556 W Main St. 9/22 Noticed leaves on the side of the curb. Notified the property owner in person and explained that leaf pick up is not for another month and that he had to dispose of them at the compost facility
- ✓ 607 W. Main St. 9/26 Driving down Main St and notice on a dry day that water with what looked like a white substance was on the street. I personally explained to the property owner what he could do to prevent this from happening again. Took measures to protect the inlet.

New Projects:

- ✓ Read and reviewed Cargill Chocolate new small stormwater project application. Everything is good to go.
- ✓ Read and reviewed Mount Joy Wire small stormwater project application. The application sketch needed more detail on the new features. I spoke in person with the Matt Kuhns and he completed the sketch with detailed drawings. Application has been approved.

Stormwater Management:

- ✓ 9/13 Ken, Dennis, myself, and Darrell Becker from ARRO engineering met with representatives of the Arbor Rose Community Association to discuss and perform a final inspection of the basin and new improvements.
- ✓ Grandview Swale Project started on September 20th

- ✓ Inlet Cleaning on September 27th noted any repairs that were needed for inlet boxes or stormwater pipes. Recorded disposal receipts for our MS4 permit
- ✓ Mount Joy Wire resubmitted a small project application for improvements on existing Stormwater facilities to prevent standing water issues
- ✓ Routine BMP inspections, no complaints
- ✓ Inspections on current construction sites to find any runoff material during rainy weather, no complaints.

Activities:

- ✓ Dennis and I attended the Municipal meeting for the Chiques Creek Re-envisioned project. DEP and SRBC were present at the meeting
- ✓ Open House Activities- CS Datum presentation was a great visual example to better understand how and what we do.
- ✓ Dennis Nissley and I attended DEP's MS4 Workshop for PRP/TMDL Plans on September 28th
- ✓ Jordan Good from CS Davidson and myself had training/discussions on CS Datum and the new improvements within the upcoming months. I gave them suggestions on new features that they will include in their program within the foreseeable future.

To: Mayor Bradley, Mount Joy Borough Councilors & Scott Hershey, Borough Manager

From: John Leaman

September 2016 Authority Administrator Report

1. Authority staff has completed the fire hydrant flushing throughout the distribution system.
2. Authority staff had 4 facilities available for the Open House Event last weekend. There were approximately 25 to 30 people that toured some of the facilities.
3. The Authority is working on submitting a grant application to the Pa Small Water & Sewer Grant Program facilitated by PA DCED. The grant submission will be to rehabilitate the nitrate removal process at the Carmany Road Water Plant. The grant applications must be submitted by the end of October with the announcement of the selected applicants announced by the end of the year.
4. New Water Plant:
 - The Borough & Authority each participated in a rating call for the new water bonds which was conducted by S&P Global. The results for the rating were provided to the Borough & Authority on September 16th with a rating of AA-/ Stable which is consistent with the previous rating assigned.
 - ARRO Consulting is approximately 90 % complete with final design of the new plant and will start working on the bidding documents.
 - The Authority will be attending the October 3rd Borough Council meeting with the guarantee on the water bonds. The total amount of the borrowing will be \$9.8 Million; this amount will include all issuance costs.



**BOROUGH OF MOUNT JOY
MEMORANDUM**

TO: Mount Joy Borough Council

FROM: Scott Hershey, Borough Manager

DATE: September 30, 2016

RE: Manager's Report for September 2016

LERTA

- The Donegal School Board is expected to consider action to adopt a LERTA resolution at their October 13, 2016, meeting.
- The County Commissioners will consider action after the School Board has taken action.

Marietta Avenue Pedestrian Improvements Project

- Work on plans and design is ongoing.
- Borough Staff participated in a site walk through with PennDOT on September 27, 2016. The Borough Engineer will incorporate PennDOT's comments into the plan.

Records Disposition/Retention

- Staff continues to review records to identify which can be disposed. Before records can be disposed, Council will need to consider adopting a resolution identifying the records that will be disposed.

Rail Enhancements Phase 2 Project

- Schedule is as follows:
 - Anticipated Bid Opening date: 9/29/16
 - Anticipated NTP (Notice to Proceed): 11/7/16

Jacob Street Bridge Removal Project

- We await signature copies from AMTRAK of the agreement for AMTRAK to review the Bridge Removal plans.
- Nothing new to report on the Borough's efforts to obtain an extension of time to remove the bridge from the PUC.

Activities:

- September 14, 2016- met with Borough Non-uniformed employees to provide general information about the conversion to the High Deductible Health Savings Account.
- September 20, 2016- attended the Mount Joy Rotary Club meeting and provided an update with emphasis on the Rail Enhancements Project.
- September 27, 2016- participated in a meeting with PennDOT at the Marietta Avenue Pedestrian Improvements Project site.
- September 28, 2016- attended the annual Susquehanna Municipal Trust meeting. (SMT administers the Borough's/Borough Authority's workers' comp insurance)
- Participated in phone interviews with Standard and Poors for the Authority's Water Plant Bond.
- Participated in various other meetings.

#



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

TO: Scott Hershey, Borough Manager

FROM: Dennis Nissley, Public Works Director

DATE: September 29, 2016

RE: Public Works Department Activities for September, 2016

Following is a list of activities for the Public Works Department for September, 2016:

- Parks – Park and Playground inspections
- Parks – Mowing
- Parks – Spraying
- Streets – Base repairs on Old Market Street
- Streets - Inlet repairs
- Streets – Project planning
- Streets – Inlet cleaning
- Streets – Meet with PennDOT about Union School Road repairs
- Signs – Routine replacement and repairs
- Facilities – Build stone bins at Public Works
- Equipment – Routine Maintenance
- Compost Site – Material management
- Compost Site – Provide staffing for open times
- Attend various staff meetings
- Attend Chiques Creek Reinvisioned, Management & Municipal Team meeting
- Attend DEP MS4 training workshop
- Meet with PennDOT to review plans for Marietta Avenue Pedestrian Project