

## Detective Summary of Cases

CASE DESCRIPTION	Previous Month 2019	NEW CASES November 2019	Monthly CLOSED CASES	TOTAL
Accident, Hit & Run	0			0
Arson	1		(1)	1
Assault	1			1
Assist Other Agency	0			0
Burglaries	37		1 (5)	36
Criminal Mischief / Vandalism	5			5
Child & Family Offense (Abuse)	2			2
Death Investigation	2	2		4
Drug Offense	0			0
Harassment by Communication	0			0
Fraud (Forgery, Id Theft, etc.)	15	3	1 (1)	17
Receiving Stolen Property	1			1
Robbery	9			9
Suspicious Activity	0	1	1	0
Theft	40		(6)	40
Trespass	0			0
Miscellaneous	2			2
Threat to Official	1			1
<b>Sex Offense</b>				
Adult	2	1		3
Juvenile	0	3	3	0
<b>TOTAL OPEN CASES</b>	<b>118</b>	<b>10</b>	<b>6</b>	<b>122</b>
New Cases Assigned	10	MTH		
Closed Cases*	46	YTD		
Warrants Served	0	MTH		
Surveillance Hours Conducted**	0	MTH		

\*cold cases are marked in ( )



**MOUNT JOY POLICE DEPARTMENT**

**Calls for Service**

**November 2019**

<b>Code</b>	<b>Call for Service</b>	<b>Totals</b>
0510	BURGLARY	1
0613	THEFT SHOPLIFTING	1
0617	THEFT FROM BUILDING	1
0619	THEFT ALL OTHERS	3
1110	BAD CHECKS	1
1130	FRAUD ALL OTHERS	7
1440	CRIMINAL MISCHIEF ALL	3
1711	SEX OFFENSE ALL OTHERS	4
1845	DRUG PARAPHERNALIA	1
2020	FAMILY OFF-CHILD ABUSE	1
2040	FAMILY OFFENSES - DOMESTIC	6
2111	DUI-ALCOHOL/UNDER INFL	5
2310	PUBLIC INTOXICATION / DRUNKENESS	1
2425	PUBLIC INTOXICATION / DRUNKENESS	1
2450	NOISE COMPLAINT	7
2485	ALARM ALL OTHERS	1
2640	MUN ORD VIOLATIONS	1
2654	DISTURBANCE	6
2656	THREATS	1
2657	HARASSMENT	5
2660	TRESPASSING	1



## MOUNT JOY POLICE DEPARTMENT

Calls for Service

November 2019

Code	Call for Service	Totals
4012	GAS LEAKS/EXPLOSIONS GENERAL POLICE	1
4021	SUSPICIOUS ACTIVITY	24
4028	OTHER NON-CRIMINAL INV GENERAL POLICE	2
4051	ALARM BURGLARY OR HOLD UP RESIDENCE	1
4052	ALARM BURGLARY OR HOLDUP NON RESIDENCE	6
4510	UNATTENDED DEATHS	3
5004	FOUND ARTICLES	3
5008	LOST ARTICLES	1
5510	ANIMAL COMPLAINTS ALL	12
6008	REPORTABLE MV CRASH NO INJURIES	14
6015	REPORTABLE MV CRASH HIT & RUN	4
6016	NON REPORTABLE MV CRASH	8
6303	TRAFFIC OFFENSE ALL OTHER	8
6305	SELECTIVE ENFORCEMENT TRAFFIC	1
6310	TRAFFIC ENFORCE / STOP	99
6335	TRAFFIC HAZARD	5
6511	PARKING VIOLATION COMPLAINT	10
6615	TRAFFIC COUNTER DEPLOYMENT / RADAR SIGN	1
7002	BUILDING CHECK	16
7008	MEDICAL ASSISTANCE	53
7014	OTH PUB SERV/WELFARE CHK	7
7015	ASSIST CITIZEN	14



## MOUNT JOY POLICE DEPARTMENT

### Calls for Service

November 2019

Code	Call for Service	Totals
7025	EMOTIONALLY DISTURBED PERSON (EDP)	6
7055	BAR / TAVERN CHECK	1
7085	CHILD CUSTODY EXCHANGE	1
7502	ASSISTING-FIRE DEPT	5
7504	ASSISTING-OTHER POLICE DP	25
7506	ASSISTING-OTHER AGENCIES	4
8010	WARRANTS-LOCAL	2
8110	WARRANTS-OTHER AGENCIES	2
9002	ADMINSTRATIVE DUTIES	5
9008	COURT	23
9016	LOCAL ADMIN USE	16
9020	POLICE INFORMATION	37
9021	TRAINING	7
9025	FIELD CONTACT INFORMATION	5
9028	FINGERPRINT	6
9030	SPECIAL DETAIL ASSIGNMENT	3
9068	COMMUNITY RELATIONS ACTIVITY	1
911	911 HANG UP / CHK WELFARE	3
9115	FOLLOW UP	90
9130	PRESCRIPTION DRUG TAKE BACK	1
9192	VEHICLE MAINTENANCE	6
9989	CALL BY PHONE	9



**MOUNT JOY POLICE DEPARTMENT**

**Calls for Service**

**November 2019**

<b>Code</b>	<b>Call for Service</b>	<b>Totals</b>
9999	NON-CAT DATA	7
	<b>Grand Total</b>	<b>616</b>

# Citation Output By Charge

Starting Issue Date 11/1/2019 to Ending Issue Date 11/30/2019

Charge	Total
1301 A - DR UNREGIST VEH	5
4703 A - OPERAT VEH W/O VALID INSPECT	5
4703 A - OPERAT VEH W/O VALID INSPECT	1
1301 - 1301 A - Dr Unregist Veh	1
1371 - 1371 A - Veh Reg Suspended	1
1501 - 1501 A - Driving W/O A License	3
1543 - 1543 A - Driv While Oper Priv Susp Or Revoked	3
1543 - 1543 B1i - Drg Lic Sus/Rev Purs to Sec 3802/1547B1	1
1786 - 1786 F - Oper Veh W/O Req'd Financ Resp	1
3111 - 3111 A - Obedience to Traffic-Control Devices	1
3305 - 3305 - Pass Left Unsafe	1
3353 - 3353 A1II - Illegal Park On Sidewalk	2
3362 - -	4
3736 - 3736 A - Reckless Driving	1
4581 - 4581 A1.1 - Restraint Systems - Child Booster Seat	1
4703 - 4703 A - Operat Veh W/O Valid Inspect	8
4706 - 4706 C5 - Evidence Of Emission Inspection	3
255.66 - VEHICLES AND TRAFFIC - PARKING TIME LIMITS	2
255.66 - VEHICLES AND TRAFFIC - PARKING TIME LIMITS	1
<b>Total:</b>	<b>45</b>

# MOUNT JOY POLICE DEPARTMENT

21 E MAIN ST, MOUNT JOY,  
PA 17552

Phone: 717-653-1650

Fax: 717-653-0062

## Criminal Charges by Charge Type

Starting Issue Date 11/1/2019 to Ending Issue Date 11/30/2019

Charge Type: ARREST

Charge	Total
1543 B1III - DRG LIC SUS/REV PURS TO SEC 3802/1547B1-3RD OR SUB	1
3502 A2 - BURGLARY-BUILDING WITH OVERNIGHT ACCOM.	1
3503 (B.1)(1)(II) - CRIMINAL TRESPASS/SIMPLE TRESPASSER	1
3802 A1 - DRIVING UNDER THE INFLUENCE -GENERAL IMPAIRMENT	2
3802 A1 - PA TITLE 75, SECTION VC-3802 (A)(1): DRIVING UNDER THE INFLUENCE OF ALCOHOL OR CONTROLLED SUBSTANCE - GENERAL IMPAIRMENT	1
3802 A1 - PA TITLE 75, SECTION VC-3802 (A)(1): DRIVING UNDER THE INFLUENCE OF ALCOHOL OR CONTROLLED SUBSTANCE - GENERAL IMPAIRMENT	1
3802 B - DRIVING UNDER THE INFLUENCE-ALC - .10% TO .16%	2
3802 B - PA TITLE 75, SECTION VC-3802 (B): DRIVING UNDER THE INFLUENCE OF ALCOHOL OR CONTROLLED SUBSTANCE - HIGH RATE OF ALCOHOL	1
3926 A1 - THEFT OF SERVICES	1
4101 A2 - FORGERY	1
4304 A1 - PA TITLE 18, SECTION CS-4304 (A)(1): ENDANGERING WELFARE OF CHILDREN	1
780-113 A32 - USE / POSSESSION OF DRUG PARAPHERNALIA	2
<b>Total:</b>	<b>15</b>

**Charge Type: COMPLAINT**

<b>Charge</b>	<b>Total</b>
1543 A - DRIV WHILE OPER PRIV SUSP OR REVOKED	1
3743 A - ACCIDENT INVOLV DAMAGE ATTENDED VEHICLE/PROP	1
3922 A1 - THEFT BY DECEP-FALSE IMPRESSION	1
4106 A1II - ACCESS DEVICE ISSD TO ANOTHER WHO DID NOT AUTH USE	1
4106 A3 - POSSESS ACCESS DEVICE KNOWING COUNTERFEIT, ALTERED	1
5503 A1 - DISORDERLY CONDUCT	1
5503 A2 - DISORDERLY CONDUCT	1
5505 - PUBLIC DRUNKENNESS AND SIMILAR MISCONDUCT	2
92.16 - ANIMALS - NOISE NUISANCES	1
<b>Total:</b>	<b>10</b>



**MOUNT JOY BOROUGH POLICE DEPARTMENT  
MONIES COLLECTED NOVEMBER 2019**

	331.120	Borough Tickets (Other)	\$40.00
	321.310	Bicycle Registration	\$0.00
	380.010	Alarm Fees	\$800.00
	321.600	Mercantile Licenses	\$0.00
	362.100	Police Reports	\$135.00
331.11	331.120	Clerk of Court Disbursement	\$742.44
331.11	331.120	Magisterial Court Disbursement	\$1,973.15

<b>TOTAL Nov 2019</b>	<b>\$3,690.59</b>
<i>Total Nov 2018</i>	<i>\$2,877.32</i>

Submitted by:  \_\_\_\_\_

Received by: \_\_\_\_\_ **D. Ward** \_\_\_\_\_

# New Detective Cases

	2011	2012	2013	2014	2015	2016	2017	2018	2019
January	15	17	11	0	6	6	7	5	3
February	18	17	4	8	12	6	9	5	3
March	4	17	5	6	11	6	8	7	7
April	5	5	8	4	5	8	6	6	4
May	11	34	7	1	13	2	3	14	5
June	15	13	8	3	10	2	7	3	10
July	17	7	10	5	8	3	20	12	4
August	17	7	8	4	10	12	7	3	3
September	23	13	10	1	6	4	6	4	3
October	7	9	9	11	6	13	7	6	6
November	7	9	9	7	4	10	7	4	10
December	8	10	4	12	6	10	9	4	

# Police Activity Statistics 2019

	Citation Charges	Criminal Charges	Deposits	Incidents	Total Inc YTD	Total Inc Prev YTD
Jan	46	27	\$2,690.89	547	547	412
Feb	74	35	\$4,129.77	515	1062	865
Mar	52	28	\$3,250.27	564	1626	1453
Apr	49	36	\$3,869.74	559	2185	2032
May	49	39	\$2,446.92	677	2862	2699
June	32	26	\$2,905.47	560	3422	3322
July	22	34	\$2,954.45	593	4015	4001
Aug	24	37	\$2,815.25	686	4701	4479
Sept	33	51	\$3,051.36	714	5415	4933
Oct	59	32	\$6,173.80	690	6105	5592
Nov	45	25	\$3,690.59	616	6721	6117
Dec						
<b>TOTAL</b>						

## **FDMJ Monthly Incident Report Summary**

**November 2019**

Responded to **32 alarms** for the month of November 2019 – **481 total alarms** for year as of 11/30/19

Time in service for month: **32 hours and 21 minutes**

Average manpower per incident: **10.5 members per call for month - (6a-4p 16 calls/6 members)**

Total Man-hours: **123 hours & 41 minutes**

Calls by Municipality First Due: **26 first due alarms – 6 Mutual aid alarms**

- Mount Joy Borough - 17
- Rapho Township - 5
- Mount Joy Township - 2
- East Donegal Township – 2

**Apparatus used;**

- Engine 75-1 - 17
- Engine 75-2 - 5
- Truck 75 - 9
- Squad 75-1 - 1
- Traffic 75 - 4
- Duty Chief Vehicle - 14
- Duty Officer Vehicle – 5

**Property pre-incident value: \$ 3,500,000.00**

**Property fire loss: \$20,500.00**

**Property post incident saved: \$3,479,000.00**

2019 FDMJ responds to a call every 16 hours & 35 min

**Total Training hours of 41 members trained for 223 hours**

**Fire Prevention Details – 2 for the month**

**Community Service Details – 3 public service events and 2 duty crews**

**Notable First Due Calls:**

11/2 Pinkerton Road – East Donegal Twp – Building fire - \$20,000.00 fire loss

11/11 East Main St – Rapho Twp – Building fire - \$500.00 fire loss

# Fire Department Mount Joy

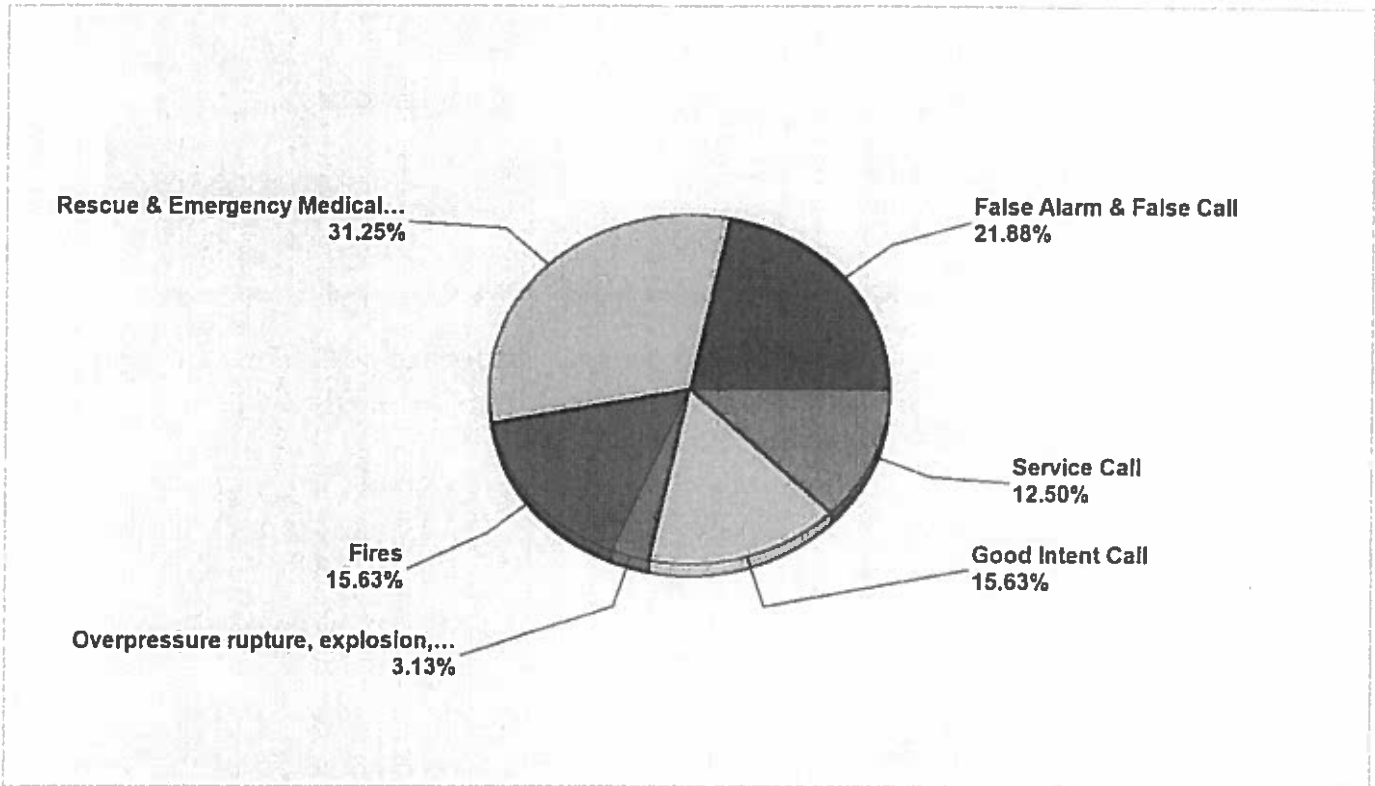


Mount Joy, PA

This report was generated on 12/3/2019 11:48:07 AM

## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 11/01/2019 | End Date: 11/30/2019



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	5	15.63%
Overpressure rupture, explosion, overhear - no fire	1	3.13%
Rescue & Emergency Medical Service	10	31.25%
Service Call	4	12.50%
Good Intent Call	5	15.63%
False Alarm & False Call	7	21.88%
<b>TOTAL</b>	<b>32</b>	<b>100.00%</b>

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero. Does not include Imported data.

**Detailed Breakdown by Incident Type**

<b>INCIDENT TYPE</b>	<b># INCIDENTS</b>	<b>% of TOTAL</b>
111 - Building fire	5	15.63%
200 - Overpressure rupture, explosion, overheat other	1	3.13%
311 - Medical assist, assist EMS crew	2	6.25%
321 - EMS call, excluding vehicle accident with injury	1	3.13%
322 - Motor vehicle accident with injuries	4	12.50%
324 - Motor vehicle accident with no injuries.	3	9.38%
511 - Lock-out	1	3.13%
531 - Smoke or odor removal	1	3.13%
552 - Police matter	1	3.13%
571 - Cover assignment, standby, moveup	1	3.13%
600 - Good intent call, other	1	3.13%
622 - No incident found on arrival at dispatch address	1	3.13%
651 - Smoke scare, odor of smoke	2	6.25%
671 - HazMat release investigation w/no HazMat	1	3.13%
733 - Smoke detector activation due to malfunction	1	3.13%
736 - CO detector activation due to malfunction	1	3.13%
741 - Sprinkler activation, no fire - unintentional	1	3.13%
743 - Smoke detector activation, no fire - unintentional	1	3.13%
745 - Alarm system activation, no fire - unintentional	3	9.38%
<b>TOTAL INCIDENTS:</b>	<b>32</b>	<b>100.00%</b>

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero. Does not include Imported data.

# Fire Department Mount Joy

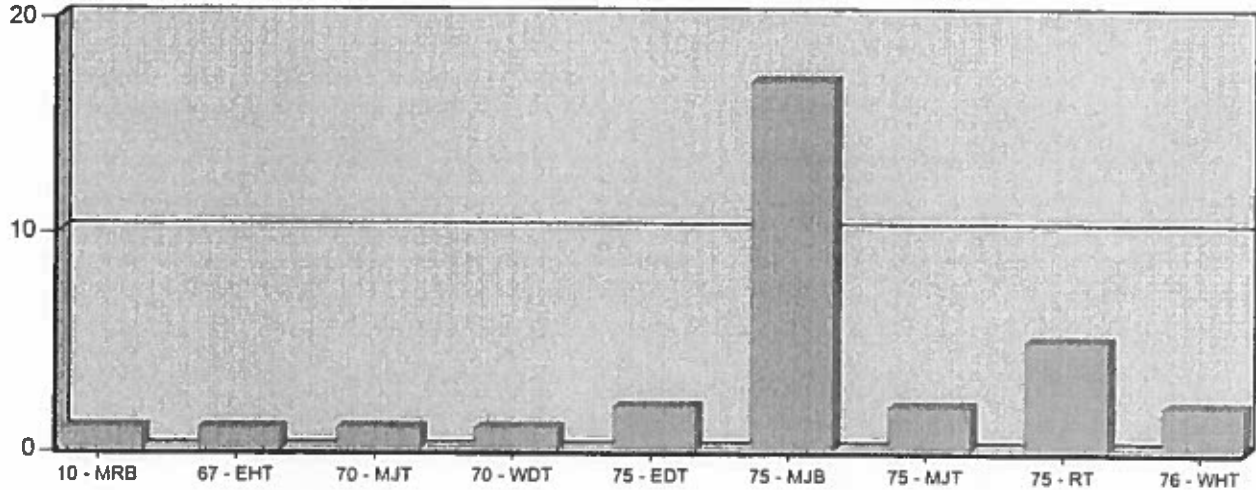


Mount Joy, PA

This report was generated on 12/3/2019 11:40:10 AM

## Incident Count per Zone for Date Range

Start Date: 11/01/2019 | End Date: 11/30/2019



ZONE	# INCIDENTS
10 - MRB - 10 Marietta Borough	1
67 - EHT - 67 East Hempfield Township	1
70 - MJT - 70 Mount Joy Township	1
70 - WDT - 70 West Donegal Township	1
75 - EDT - 75 East Donegal Township	2
75 - MJB - 75 Mount Joy Borough	17
75 - MJT - 75 Mount Joy Township	2
75 - RT - 75 Rapho Township	5
76 - WHT - 76 West Hempfield Township	2

**TOTAL: 32**

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

# Fire Department Mount Joy



Mount Joy, PA

This report was generated on 12/3/2019 11:47:23 AM

## Incident Statistics

Start Date: 11/01/2019 | End Date: 11/30/2019

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		10	
FIRE		22	
TOTAL		32	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
TOTAL			
PRE-INCIDENT VALUE		LOSSES	
\$3,500,000.00		\$20,500.00	
GO CHECKS			
736 - CO detector activation due to malfunction		1	
TOTAL		1	
MUTUAL AID			
Aid Type		Total	
Aid Given		5	
Aid Received		5	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
4		12.5	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station 75	0:09:48	0:08:02	
AVERAGE FOR ALL CALLS			0:08:45
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station 75	0:05:39	0:04:50	
AVERAGE FOR ALL CALLS			0:05:10
AGENCY	AVERAGE TIME ON SCENE (MM:SS)		
Fire Department Mount Joy	24:16		

Only Reviewed Incidents included. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = # of PCR with disposition "Treated, Transported by EMS". # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMESIS 2 & 3 data as appropriate.



# Fire Department Mount Joy

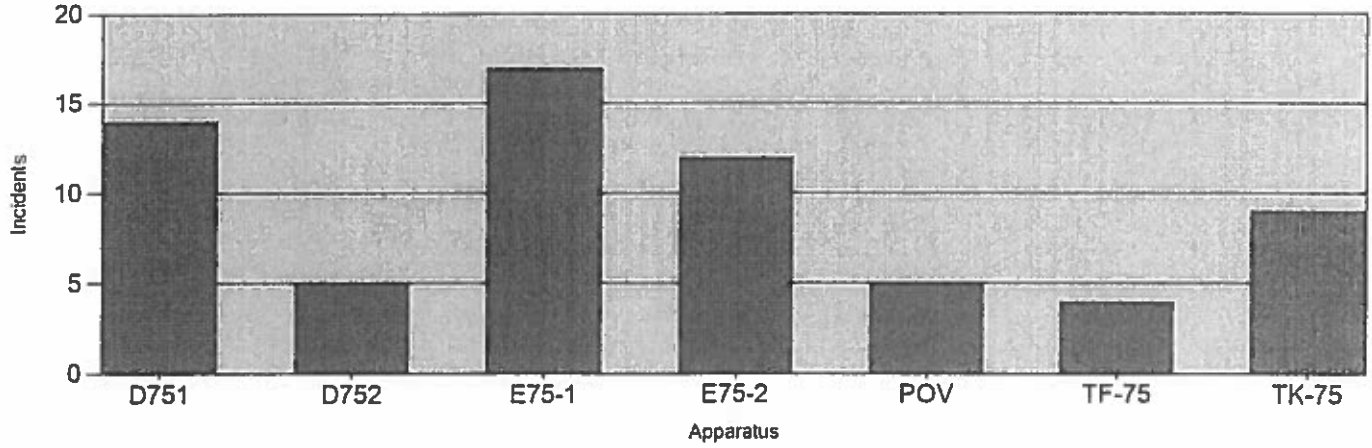
x

Mount Joy, PA

This report was generated on 12/3/2019 11:50:45 AM

## Incident Count per Apparatus for Date Range

Start Date: 11/01/2019 | End Date: 11/30/2019



APPARATUS	# of INCIDENTS
D751	14
D752	5
E75-1	17
E75-2	12
POV	5
TF-75	4
TK-75	9

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

# Fire Department Mount Joy



Mount Joy, PA

This report was generated on 12/3/2019 11:51:31 AM

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

Start Date: 11/01/2019 | End Date: 11/30/2019

ZONE	INCIDENT COUNT	MAN-HOURS
10 - MRB - 10 Marietta Borough	1	1.12
67 - EHT - 67 East Hempfield Township	1	11.46
70 - MJT - 70 Mount Joy Township	1	0.17
70 - WDT - 70 West Donegal Township	1	12.26
75 - EDT - 75 East Donegal Township	2	24.34
75 - MJB - 75 Mount Joy Borough	17	33.36
75 - MJT - 75 Mount Joy Township	2	4.01
75 - RT - 75 Rapho Township	5	26.46
76 - WHT - 76 West Hempfield Township	2	9.04
TOTAL	32	123.41

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

# Fire Department Mount Joy

Mount Joy, PA

This report was generated on 12/3/2019 11:53:45 AM

## Losses for Date Range

Start Date: 11/01/2019 | End Date: 11/30/2019

TOTAL INCIDENTS	TOTAL PROPERTY LOSS	TOTAL CONTENT LOSS	TOTAL LOSSES	AVERAGE LOSS
2	\$20,500.00	\$0.00	\$20,500.00	\$10,250.00

INCIDENT NUMBER	DATE	Incident Type	PROPERTY LOSS	CONTENT LOSS	TOTAL	% of Total
2019-456	11/02/2019	111 - Building fire	\$20,000.00	\$0.00	\$20,000.00	97.56%
2019-465	11/11/2019	111 - Building fire	\$500.00	\$0.00	\$500.00	2.44%

Only REVIEWED incidents included

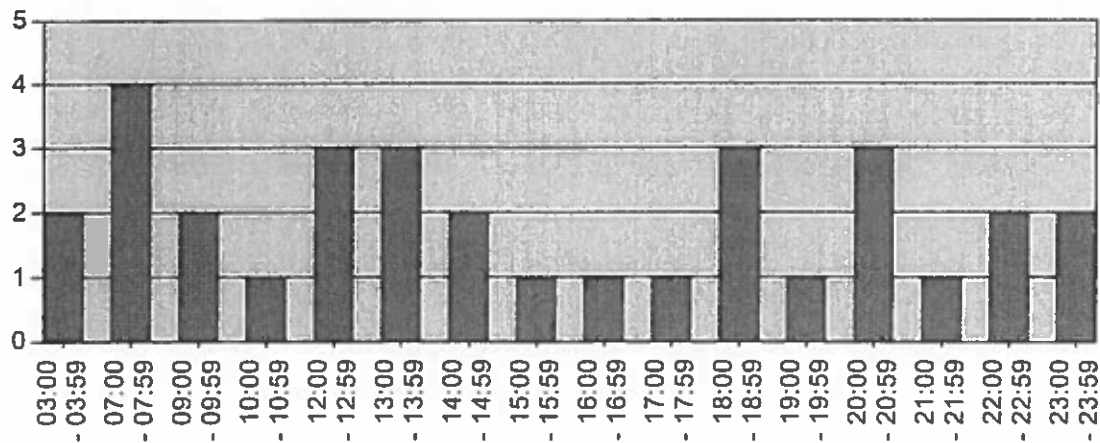
# Fire Department Mount Joy

Mount Joy, PA

This report was generated on 12/3/2019 11:55:04 AM

## Incidents by Hour for Date Range

Start Date: 11/01/2019 | End Date: 11/30/2019



HOUR	# of CALLS
03:00 - 03:59	2
07:00 - 07:59	4
09:00 - 09:59	2
10:00 - 10:59	1
12:00 - 12:59	3
13:00 - 13:59	3
14:00 - 14:59	2
15:00 - 15:59	1
16:00 - 16:59	1
17:00 - 17:59	1
18:00 - 18:59	3
19:00 - 19:59	1
20:00 - 20:59	3
21:00 - 21:59	1
22:00 - 22:59	2
23:00 - 23:59	2

Only REVIEWED incidents included

# Fire Department Mount Joy

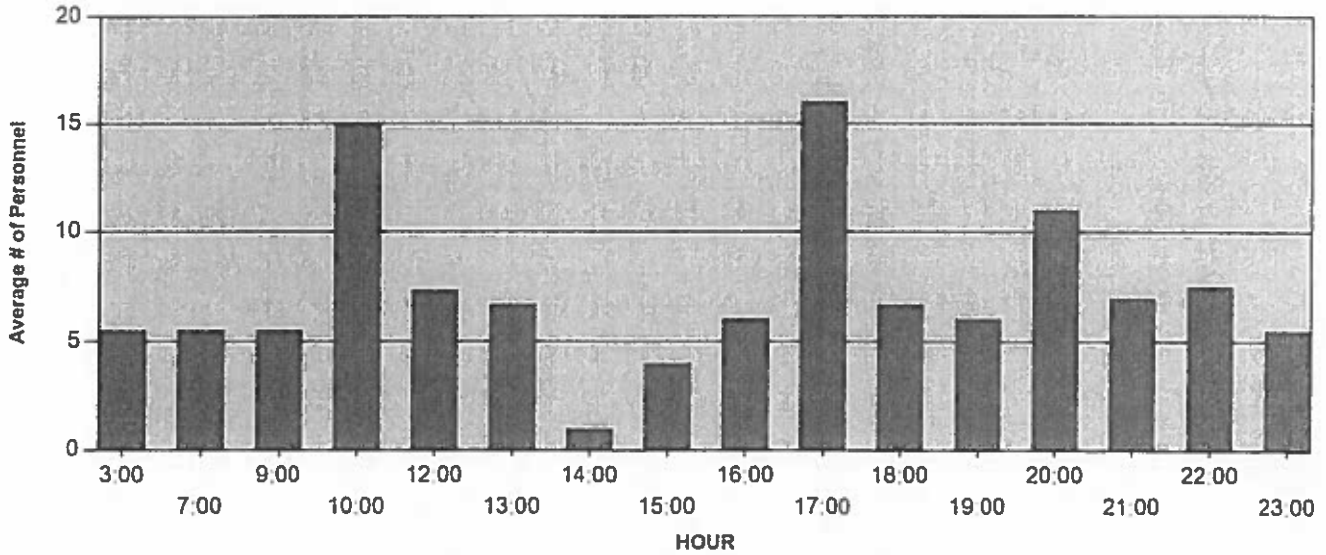


Mount Joy, PA

This report was generated on 12/3/2019 11:55:43 AM

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

Start Date: 11/01/2019 | End Date: 11/30/2019



HOUR	AVG. # PERSONNEL
03:00 - 03:59	5.50
07:00 - 07:59	5.50
09:00 - 09:59	5.50
10:00 - 10:59	15.00
12:00 - 12:59	7.33
13:00 - 13:59	6.67
14:00 - 14:59	1.00
15:00 - 15:59	4.00
16:00 - 16:59	6.00
17:00 - 17:59	16.00
18:00 - 18:59	6.67
19:00 - 19:59	6.00
20:00 - 20:59	11.00
21:00 - 21:59	7.00
22:00 - 22:59	7.50
23:00 - 23:59	5.50

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.



November 25, 2019 to December 30, 2019 – Mount Joy Borough Only

Dayshift truck in service every day about 0615 until 1815.

Nightshift truck in service every day about 1815 until 0615.

Total calls: 86

Total patients not transported - 18

SVEMS Mount Joy unit:

Class 1 – 35

Class 2 - 9

Class 3 – 26

Non-transported calls – 15

Total calls for SVEMS MJ unit – 70

Calls covered by another SVEMS unit – 5

Patient not transported - 2

Covered call by outside unit:

11/28/2019 – 86-2 seizure, class 1. MJB unit on heart problem, class 1, in MJ Township.

11/29/2019 – 186-2 Abd. pain, class 3. MJB unit on Routine.

12/01/2019 – I86-2 public service, class 3. AMA. MJB unit on attempt suicide, class 1 in Boro

12/03/2019 – I86-2 hemorrhage, class 2. MJB unit on breathing, class 1, Columbia.

12/4/2019 – M86-2 breathing, class 1. MJB unit on Routine.

12/5/2019 – M86-2 overdose, class 1. MJB unit on Routine.

12/17/2019 – I86-2 assault, class 3. MJB unit on diabetic, class 1 in Boro.

12/18/2019 – M86-2 sick, class 1. MJB unit on sick, class 2 in EHT.

12/21/2019 – M86-2 breathing, class 1. MJB unit on chest pain, class 1, in Rapho.

12/22/2019 – M86-2 fall, class 1. MJB unit on fall, class 3, in Columbia.

12/26/2019 – M86-2 sick, class 3. MJB unit on cardiac arrest, class 1 in WHT.

Total calls: 11

Non-transported calls – 1

Highlights: December 3<sup>rd</sup> was shop with a Medic. Article attached. Seven children from Donegal School District were taken to Target by Susquehanna Valley EMS to shop for gifts to give to their family for the Holiday. Target and FNB both donated money to the children to shop.





10-G



# MILANOF-SCHOCK LIBRARY

1184 Anderson Ferry Road, Mount Joy, PA 17552

Tel: 717.653.1510 Fax: 717.740.2140

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

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

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

## November 2019

Compiled by Barbara Basile, Executive Director

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

November 2019 Statistics	2019	2019 YTD	2018	2018 YTD	2017
<b>TOTAL CIRCULATION</b>	<b>14,592</b>	<b>177,582</b>	<b>13,600</b>	<b>172,300</b>	<b>13,978</b>
Overdrive	994	8968	901	9397	698
<b>NEW PATRONS</b>	<b>47</b>	<b>877</b>	<b>35</b>	<b>817</b>	<b>146</b>
<b>PATRON COUNT</b>	<b>5,493</b>	<b>71,149</b>	<b>6,698</b>	<b>77,112</b>	<b>6,648</b>
<b>DVD RENTALS</b>	<b>176</b>	<b>2606</b>	<b>157</b>	<b>2781</b>	<b>247</b>
<b>COMPUTER LOG-INS</b>	<b>417</b>	<b>5,615</b>	<b>486</b>	<b>7,002</b>	<b>556</b>
<b>WIRELESS ACCESS</b>	<b>451</b>	<b>4,986</b>	<b>483</b>	<b>5,531</b>	<b>422</b>
<b>PASSPORTS</b>	<b>61</b>	<b>1055</b>	<b>68</b>	<b>1094</b>	<b>84</b>
Community Room Rentals	2				
Test proctoring	1				
<b>Volunteer Hours</b>	<b>109</b>	<b>1,567.5</b>	<b>125</b>	<b>1,720</b>	<b>169</b>
<b>Youth Services</b>	<b>Programs</b>	<b>Children</b>	<b>JUV 6-9</b>	<b>Teens</b>	<b>Adults</b>
Children's programming	17	82	122	39	133
STEM (under 11)	7	129	20	5	117
STEM (11+)	2	0	6	19	7
Teen programs	2	0	0	9	7
Offsite	6	78	1516	587	7
2019 SRP sign-ups = 1378		324/19	634/368	170/84	NA
57% complete		8	250/138		
1000 Books Participants	20(2019)		(10-12)		
<b>Adult Programs</b>	<b>11</b>	<b>117</b>			
STEM (adult)	1	18			
Financial Stability (HUB)	0	0		Adults 5 1-1 assists	

### Executive Summary

Our Library was a community focal point in November. On the 5<sup>th</sup> – Election Day: Poling Place and great bake sale by the Friends. November 22<sup>nd</sup> - Extra Give Day was crazy. We wrote acknowledgements to our 182 donors all day and into the evening. The computer glitch did impact us. However, it appears the bulk of our donations came in during the day well before the Give Gab Platform broke down. No way to know what our portion of the stretch pool will be at this time. The day also brought the Friends Craft and Book Sale. They were able to earn over \$900 for the library. The golf outing being planned for spring is being looked at a possible replacement for the all smaller activities the Friends do now.

Other Community activities are slowing for the moment. The HUB Group is imploding for lack of overall leadership. The Leadership team broke down and we have not been able to replace people. *The Mitten Tree* booty is not wanted by the Food Bank. We are searching for other places to donate the items.

The Library has submitted a plan for State aid. And the District contract has been finalized. LPL will remain the District Center through June 2021.

### Personnel and Community Relations (*Barbara et al*)

- Sent out 74 Mission GO new library cards to 1<sup>st</sup> graders!
- MLS candidate Sarah Thompson will intern here for the Winter/Spring Semester.
- Library System held joint Training and Technology Interest group meetings. Barbara attended the "STAG" meeting.
- Meetings: Rotary meetings, Chamber of Commerce spoke at lunch Legislative Luncheon, Mount Joy Borough

### Youth Services (*Jan*)

- Amelia Bedelia visited one Saturday afternoon.
- **Read for the Record Day** had 27 DHS athletes visit the Intermediate School and Primary School to read to the classes.
- Monthly, a group of students from the IU-13 is coming here to clean books and sort puzzles.
- Carrie did a great teen pie making program.
- Jan taught a 6-week Homeschool Spanish class with about 20 students enrolled.
- Jan attended the LSLC Youth Services retreat in Lititz.

### Facility (*Barbara*)

- The new lighting has been installed. It looks gorgeous. The whole building feels better.
- We have a contract with Timber for the winter clean-up issues.
- **Roof:** I met with Kevin from the Borough. We agreed to have a contractor here the borough has used to review our needs and assist in creating the exact specifications for the bid process.

### Public Relations/Promotions (*Kirstin*)

- CONSTANT CONTACT E-NEWS –Nov Newsletter: Sent to 2555 people;
- 40+ Facebook postings – created 8 separate events for Dec; promoted events.
- Extragive Roof Campaign with 1.4K reached and 130 engagements.
- Instagram – promoted programs and educational resources. 387 followers (up 9).
- Post on Friends' FB page and promoted their Holiday Sale.
- Created a YouTube channel!! Barbara's plea for ExtraGive donations to fix our roof was the first video!
- 4 PRESS RELEASES - Distributed via news media, municipalities, and Chamber of Commerce.
- WEBSITE: 6,258 page views
- Coordinated with DIS Art Teacher to hang student Artwork in the Library
- Working to find an outlet for older books donated to the Library. Discussed the creation of a specific FB Page to sell these books.
- Updated sandwich board signs for Friends' Holiday sale; put out the sign
- Updated street signs for Friends Sale and put sandwich board by the road
- Worked with Jan to create a short video tour of kids area

### EXTRAGIVE promotion activities included:

- Recorded 60-sec video on the roof with Barbara for promotions
- Save the Date on the Oct calendar and the Coloring Bookmarks at the desk
- Created banner for over the circ desk and front porch Bench Banner
- Created in-library, outdoor and website flyers
- CONSTANT CONTACT – 5 total reminders to proven donors
- SOCIAL MEDIA 36 total posts and Facebook Live Story Time on Extra Give day

### Volunteers/Programming/Fundraising (*Kim*)

- Veteran's Day: Created an "Honor a Veteran" display. Designed and printed Honor Cards; 51 cards will filled out. Designed a PowerPoint presentation that ran all Veteran's Day on our new large-screen monitor in the lobby.
- **ExtraOrdinary Give!** Assisted in publicizing the event Mailed about 180 thank you letters.
- Designed brochure for the library's rental spaces, to publicize our new and enhanced rental options.
- Planning and scheduling for adult programs in 2020!

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# Mount Joy Borough

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## Zoning & Code Department

### REPORT

To: Borough Council; Borough Manager

From: Stacie Gibbs- Zoning, Codes and Planning Administrator

Date: December 2019

Re: December 2019 Zoning, Code and Planning Report

#### UPDATES

- The Mount Joy Borough Complete Streets Implementation Guidebook Kick-off meeting was held on November 6, 2019.
- In conjunction with Michael Baker International, Inc., a Complete Street Workshop has been scheduled for January 21, 2020 at 6:30 pm in Council Chambers. This is not an advertised public meeting but a workshop for educational purposes for Borough Council and the Borough Planning Commission only. Public meeting(s) will be held as the project moves forward.
- A multi-modal survey will be initiated concurrently with this workshop. The purpose of the survey will be to provide a mechanism for public outreach and hear from 'users' regarding the needs of the community, existing and future barriers to walkability, and implementation recommendations from the community. The Survey should be open through May 2020.

#### REPORT

- Reviewed proposed ordinance amendments and letter regarding the grass strip language and provided comments and feedback to staff.
- Reviewed all information and toolkits relating to the 2020 Census. Prepared informational email to Council and prepared flyers available for public.
- Prepared and drafted December 2019 Planning Commission agenda and packets.
- Reviewed response comments from applicant for Revised Land Development Plan for Reist Seed Company.
  - Reviewed Borough Engineer final letter
  - Reviewed LCPC draft comments
- Reviewed narrative and H2O grant guidelines.
  - Drafted planning letter for submission with grant application.

- Reviewed narrative and Small Water and Sewer grant guidelines.
  - Drafted planning letter for submission with grant application.
- Drafted December 2019 Planning Commission minutes.
- Drafted January 8, 2020 Planning Commission agenda.
- Researched Comprehensive plan and Zoning Ordinance to complete Land Use Form for the PADEP Growing Greener Grant.
- Reviewed application and plans for Florin Hill Revised Phase 1 and 2B for blocks F and M.
  - Reviewed Borough Solicitor comment/review letters.
  - Reviewed previous zoning ordinance, previous traditional neighborhood ordinance, and Conditional Use decision for Florin Hill
  - Created notes for staff discussion.
- Reviewed second draft of proposed Florin Hill Street Dedication Agreement.
  - Reviewed Borough Solicitor comments
  - Created notes for staff discussion.
- Prepared the 2019 Annual Planning Report
- Reviewed recommendations from the Planning Commission's October 2018 minutes regarding amendments to the zoning ordinance to allow for tiny homes. In November 2018, Council took action to allow for the Planning Commission to continue discussions on tiny homes and draft amendments.
  - Prepared list of recommendations and forwarded to the Solicitor for review and to prepare draft amendments.
  - Goal is to review and discuss at the February 2020 Planning Commission meeting.
- Prepared 2020 Rental License letters and mailings.

### MEETINGS

- Attended staff meetings.
- 12/2/19 - Attended Council meeting.
- 12/2/19- Attended PennDOT Connects meeting to discuss resurfacing of PA772.
- 12/12/19 – Attended 2020 Census Government Subcommittee meeting.
- Met with owner of 114 E. Main Street to discuss residential use.
- 12/13/19 Met with Dennis, MJMJ and Tim from Timbers to discuss and finalize Main Street Tree Replacement Plan.
- Met with staff to discuss Florin Hill Revised Plan submission and to discuss second draft of the Agreement for street dedication.

### TRAINING

**MOUNT JOY BOROUGH-Violations: " 12/1/2019 - 12/31/2019**

**DECEMBER 2019 VIOLATION REPORT**

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Fire  
Closed

Total number of Closed Fire Violations: 1

Property  
Closed

Total number of Closed Property Violations: 14

Open

Total number of Open Property Violations: 15

Street Obstr  
Closed

Total number of Closed Street Obstr Violations: 1

Streets/Side  
Open

Total number of Open Streets/Side Violations: 1

Zoning  
Open

Total number of Open Zoning Violations: 1

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MOUNT JOY BOROUGH Inspections by STACIE GIBBS: 12/1/2019 - 12/31/2019

DECEMBER 2019 RENTAL INSPECTIONS

Type / No / TaxNo / Subtype / Task / Notes	Pass/Fail/Comp Fee	Inspector	Date
<b>Tenant - Property</b>			
121 N PLUM ST - Tenant - Property	4505653000000		
Tenant Space	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> SG		12/13/2019
-2A fire extinguisher -vent out for dryer -repair bathroom exhaust fan -2- 10 year smoke -replace cracked toilet seat -repair heat not working -replace breaker -label breaker box -remove tv and ac on porch			
29 W DONEGAL ST APT B - Tenant - Property	4507318600000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		12/23/2019
remove tv and tires in rear			
29 W DONEGAL ST APT A - Tenant - Property	4507318600000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		12/23/2019
<b>Total Inspections: 3</b>			

MOUNT JOY BOROUGH-MultiSelect Permits App Date: 12/1/2019 - 12/31/2019

DECEMBER 2019 ZONING AND CONSTRUCTION PERMIT REPORT

PermitNo	App Date	Issue Date	Owner	Project Addr	Descript	Fee
<b>Building</b>						
<b>Inground Pool</b>						
Active						
190895	12/18/2019	12/31/2019	GUISEPPE STEVEN AND LORI	601 ROSE PETAL LN	New inground pool	\$325.00
<b>Total Inground Pool 1</b>						<b>\$325.00</b>
<b>Res-Alterations</b>						
Active						
190897	12/18/2019	12/31/2019	GOOD RONALD G GOOD WANDA A	314 SCHOOL LN	Remodel kitchen, bath & laundry	\$149.00
<b>Total Res-Alterations 1</b>						<b>\$149.00</b>
<b>Total Building 2</b>						<b>\$474.00</b>
<b>Electrical</b>						
<b>Electrical</b>						
Active						
190881	12/2/2019	12/4/2019	ITLM MIRACLE CENTER C/O RICKY MORA	732-734 W MAIN ST	New electric and baseboard heat	\$65.00
<b>Total Electrical 1</b>						<b>\$65.00</b>
<b>Total Electrical 1</b>						<b>\$65.00</b>
<b>ROW</b>						
<b>new service</b>						
Active						
190890	12/17/2019	1/4/2020	DODSON SETH AND JESSICA FALK	115 COLUMBIA AVE	Install new gas service	
<b>Total new service 1</b>						<b>\$0.00</b>
<b>Renew gas service</b>						
Active						
190883	12/4/2019	12/16/2019	MCGRATH, DARBY SHOCK HANNAH	333 CEDAR LN	Renew gas service	
Complete						
190893	12/18/2019	12/18/2019	KING GAIL	269 PARK AVE	Renew gas service, repair leak	
<b>Total Renew gas service 2</b>						<b>\$0.00</b>
<b>Repair</b>						
Complete						
190894	12/18/2019	12/18/2019	GLICK CALVIN W	617 CHURCH ST	Repair gas service	
<b>Total Repair 1</b>						<b>\$0.00</b>
<b>Total ROW 4</b>						<b>\$0.00</b>
<b>Use</b>						
<b>Use</b>						
Active						
190891	12/17/2019	12/20/2019	LEEMAR ET AL	436 S ANGLE ST	New business - Numbers Accounting	\$60.00
CO Issued						
190882	12/4/2019	12/12/2019	SR HOLDINGS OF MOUNT JOY LLC	230 W MAIN ST	New Business - JWM Poultry Service LLC	\$60.00
<b>Total Use 2</b>						<b>\$120.00</b>
<b>Total Use 2</b>						<b>\$120.00</b>
<b>Zoning</b>						
<b>Driveway</b>						
Active						
190888	12/17/2019	12/17/2019	FLEMING JOHN	540 CLAY ALY	Expand Driveway	\$40.00
<b>Total Driveway 1</b>						<b>\$40.00</b>

PermitNo	App Date	Issue Date	Owner	Project Addr	Descript	Fee
<b>Zoning</b>						
<b>Fence</b>						
<b>Active</b>						
190898	12/18/2019	12/18/2019	CASTALDI DOMINIC & CYNTHIA	1059 REAGAN ST	Install fence	\$40.00
190892	12/17/2019	12/17/2019	GUERCIO SALVATORE	454 W MAIN ST	Install fence	\$40.00
190887	12/12/2019	12/12/2019	SERBEL JESSICA & RYAN	302 MERCHANT AVE	Install fence	\$40.00
190886	12/11/2019	12/11/2019	KING GAIL	269 PARK AVE	Install fence	\$40.00
<b>Total Fence 4</b>						<b>\$160.00</b>
<b>Total Zoning 5</b>						<b>\$200.00</b>
<b>Total Permits: 14</b>						<b>\$859.00</b>



**BUILDING PERMITS ANALYSIS OF FEES RECEIVED**

<b>MONTH</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
<b>JANUARY</b>	\$ 450.00	\$ 792.00	\$ 496.00	\$ 645.00	
<b>FEBRUARY</b>	\$ 1,500.00	\$ 1,196.00	\$ 837.00	\$ 375.00	
<b>MARCH</b>	\$ 1,268.00	\$ 4,532.00	\$ 3,729.00	\$ 1,293.00	
<b>APRIL</b>	\$ 930.00	\$ 1,190.00	\$ 2,980.80	\$ 3,160.00	
<b>MAY</b>	\$ 3,501.00	\$ 5,312.00	\$ 7,371.00	\$ 1,910.00	
<b>JUNE</b>	\$ 4,185.00	\$ 1,324.00	\$ 1,295.00	\$ 3,058.00	
<b>JULY</b>	\$ 9,363.00	\$ 3,650.00	\$ 10,276.00	\$ 1,905.00	
<b>AUGUST</b>	\$ 3,633.00	\$ 1,996.00	\$ 4,237.00	\$ 5,645.00	
<b>SEPTEMBER</b>	\$ 1,020.00	\$ 2,046.00	\$ 2,273.00	\$ 3,752.00	
<b>OCTOBER</b>	\$ 4,255.00	\$ 4,030.00	\$ 6,431.10	\$ 1,714.00	
<b>NOVEMBER</b>	\$ 1,120.00	\$ 6,478.00	\$ 2,027.00	\$ 1,994.00	
<b>DECEMBER</b>	\$ 1,923.00	\$ 1,370.00	\$ 593.68	\$ 859.00	
<b>TOTALS</b>	(\$ 33,148.00 Budgeted \$30,000)	(\$33,916.00 Budgeted \$30,000)	(\$42,546.58 Budgeted \$35,000)	(\$26,310.00 Budgeted \$35,000)	Budget- \$25,000

MOUNT JOY BOROUGH-StormWater Permits App Date: 12/1/2019 - 12/31/2019

DECEMBER 2019 STORMWATER PERMIT REPORT

PermitNo	App Date	Issue Date	Owner	Project Addr	Descript	Fee
<b>StormWater</b>						
<b>driveway</b>						
<b>Active</b>						
190889	12/17/2019	12/17/2019	FLEMING JOHN	540 CLAY ALY	Expand Driveway	\$50.00
<b>Total driveway 1</b>						<b>\$50.00</b>
<b>patio</b>						
<b>Pending</b>						
190896	12/18/2019		GUISEPPE STEVEN AND LORI	601 ROSE PETAL LN	Remove pavers Install concrete patio for	\$50.00
<b>Total patio 1</b>						<b>\$50.00</b>
<b>Total StormWater 2</b>						<b>\$100.00</b>
<b>Total Permits: 2</b>						<b>\$100.00</b>

STORMWATER PERMITS COMPARISON SPREADSHEET

MONTH	2016	2017	2018	2019	2020
JANUARY	X	X	X	\$ 100.00	
FEBRUARY	\$50.00	\$ 100.00	\$ 100.00	\$ 200.00	
MARCH	\$300.00	\$ 250.00	\$ 325.00	\$ 325.00	
APRIL	\$400.00	\$ 250.00	\$ 200.00	\$ 500.00	
MAY	\$550.00	\$ 300.00	\$ 350.00	\$ 450.00	
JUNE	\$550.00	\$ 300.00	\$ 250.00	\$ 525.00	
JULY	\$375.00	\$ 350.00	\$ 375.00	\$ 400.00	
AUGUST	\$325.00	\$ 400.00	\$ 150.00	\$ 425.00	
SEPTEMBER	\$500.00	\$ 300.00	\$ 50.00	\$ 250.00	
OCTOBER	\$675.00	\$ 275.00	\$ 200.00	\$ 50.00	
NOVEMBER	\$250.00	\$ 100.00	\$ 50.00	X	
DECEMBER	\$100.00	X	\$ 50.00	\$ 100.00	
TOTALS	(\$4,025.00 Budget \$2,500.00)	(\$ 2,625.00 Budget \$2,500.00)	(\$2,100.00 Budgeted \$2,500.00)	(\$3,325.00 Budgeted \$2,000.00)	Budget- \$2,000

**MOUNT JOY BOROUGH-Rental Permits App Date: 12/1/2019 - 12/31/2019**

**DECEMBER 2019 RENTAL LICENSE REPORT**

PermitNo	App Date	Issue Date	Owner	Project Addr	Descript	Fee
<b>Rental</b>						
<b>2019 Residential Rental</b>						
Pending						
190884	12/10/2019		PRIME HOME INVESTMENTS	584 W MAIN ST	584 W MAIN STREET	
<b>Total 2019 Residential Rental 1</b>						
<b>2020 Residential Rental</b>						
Pending						
190885	12/11/2019		LINKENS ROBERT AND ROSE ANN	112 E MAIN ST	112 E. MAIN STREET	\$50.00
<b>Total 2020 Residential Rental 1</b>						\$50.00
<b>Total Rental 2</b>						\$50.00
<b>Total Permits: 2</b>						\$50.00

RENTAL LICENSES COMPARISON SPREADSHEET

MONTH	2016	2017	2018	2019	2020
JANUARY	\$ 700.00	\$ 7,600.00	\$ 23,600.00	\$ 32,100.00	
FEBRUARY	\$25,850.00	\$26,800.00	\$ 29,650.00	\$ 18,375.00	
MARCH	\$31,750.00	\$31,350.00	\$ 14,250.00	\$ 17,650.00	
APRIL	\$ 3,500.00	\$ 2,900.00	\$ 1,050.00	\$ 450.00	
MAY	\$ 3,850.00	\$ 50.00	\$ 150.00	\$ 50.00	
JUNE	\$ 750.00	\$ 50.00	\$ 100.00	\$ 150.00	
JULY	\$ 500.00	\$ 100.00	\$ 150.00	\$ 100.00	
AUGUST	\$ 50.00	\$ 250.00	\$ 400.00	\$ 250.00	
SEPTEMBER	\$ 150.00	\$ 150.00	\$ 200.00	\$ 50.00	
OCTOBER	\$ 200.00	\$ 50.00	\$ 100.00	\$ 100.00	
NOVEMBER	\$ 100.00	X	X	X	
DECEMBER			X	\$ 50.00	
<b>TOTALS</b>	\$67,400.00 (Budgeted \$62,000.00)	\$69,300.00 (Budgeted \$65,000.00)	\$69,700+ \$725 late fees = \$70,425 (Budgeted \$68,000)	\$69,325.00 + \$900.00= \$70,225 late fees (Budgeted \$70,000)	(Budget-\$70,000)

MOUNT JOY BOROUGH-ROW Permits App Date: 12/1/2019 - 12/31/2019

DECEMBER 2019 STREET OPENING PERMIT REPORT

PermitNo	App Date	Issue Date	Owner	Project Addr	Descript	Fee
<b>ROW</b>						
<b>new service</b>						
<b>Active</b>						
190890	12/17/2019	1/4/2020	DODSON SETH AND JESSICA FALK	115 COLUMBIA AVE	Install new gas service	\$75.00
<b>Total new service 1</b>						<b>\$75.00</b>
<b>Renew gas service</b>						
<b>Active</b>						
190883	12/4/2019	12/16/2019	MCGRATH, DARBY SHOCK HANNAH	333 CEDAR LN	Renew gas service	\$75.00
<b>Complete</b>						
190893	12/18/2019	12/18/2019	KING GAIL	269 PARK AVE	Renew gas service, repair leak	\$75.00
<b>Total Renew gas service 2</b>						<b>\$150.00</b>
<b>Repair</b>						
<b>Active</b>						
190894	12/18/2019	12/18/2019	GLICK CALVIN W	617 CHURCH ST	Repair gas service	\$75.00
<b>Total Repair 1</b>						<b>\$75.00</b>
<b>Total ROW 4</b>						<b>\$300.00</b>
<b>Total Permits: 4</b>						<b>\$300.00</b>

STREET OPENING PERMITS COMPARISON SPREADSHEET

MONTH	2016	2017	2018	2019	2020
JANUARY	\$ 50.00	\$ 50.00	\$ 375.00	\$ 300.00	
FEBRUARY	\$100.00	X	\$ 75.00	\$ 150.00	
MARCH	\$450.00	\$ 50.00	\$ 130.00	X	
APRIL	\$ 50.00	\$100.00	X	\$ 75.00	
MAY	\$ 50.00	X	\$ 225.00	\$ 220.00	
JUNE	\$100.00	\$150.00	\$ 75.00	\$ 75.00	
JULY	\$150.00	\$100.00	\$ 150.00	\$ 75.00	
AUGUST	\$ -	\$ 50.00	\$ 300.00	\$ 75.00	
SEPTEMBER	\$ -	\$ 50.00	\$ 150.00	\$ 75.00	
OCTOBER	\$ -	\$150.00	\$ 75.00	\$ 450.00	
NOVEMBER	\$ 50.00	X	\$ 300.00	\$ 450.00	
DECEMBER	\$100.00	\$ 50.00	\$ 225.00	\$ 300.00	
<b>TOTALS</b>	(\$1,100.00 Budgeted \$1,000.00)	(\$750.00 Budgeted \$1,000.00)	(\$2,080.00 Budgeted \$1,000)	(\$2,245.00 Budgeted \$1,300)	Budget - \$1,500

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# **Mount Joy Borough**

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Zoning, Code & Planning Department

To: Borough Council; Borough Manager

From: Stacie Gibbs- Zoning, Codes and Planning Administrator

Date: December 2019

Re: 2019 ANNUAL REPORTS



MOUNT JOY BOROUGH-MultiSelect Permits App Date: 1/1/2019 - 12/31/2019

2019 ANNUAL ZONING AND BUILDING PERMIT REPORT

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Permit Type

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Building

Above ground pool

Total by SubType: Above ground pool and Use: 7

Com-Accessory

Total by SubType: Com-Accessory and Use: 2

Com-Alterations

Total by SubType: Com-Alterations and Use: 9

Com-Plumbing

Total by SubType: Com-Plumbing and Use: 1

Com-Renovations

Total by SubType: Com-Renovations and Use: 4

Com-Roof

Total by SubType: Com-Roof and Use: 2

Com-Use

Total by SubType: Com-Use and Use: 2

demolition

Total by SubType: demolition and Use: 2

hot tub

Total by SubType: hot tub and Use: 1

Inground Pool

Total by SubType: Inground Pool and Use: 3

mobile home

Total by SubType: mobile home and Use: 1

porch roof

Total by SubType: porch roof and Use: 2

Res-above ground pool

Total by SubType: Res-above ground pool and Use: 1

Res-Accessory

Total by SubType: Res-Accessory and Use: 1

Res-Alterations

Total by SubType: Res-Alterations and Use: 19

Res-Deck

Total by SubType: Res-Deck and Use: 1

Res-Deck Stairs

Total by SubType: Res-Deck Stairs and Use: 1

Res-Renovations

Total by SubType: Res-Renovations and Use: 5

Res-Repair

Total by SubType: Res-Repair and Use: 1

Res-Roofing

Total by SubType: Res-Roofing and Use: 1

Permit Type	
<b>Building</b>	
<b>Res-Townhouse</b>	
	Total by SubType: Res-Townhouse and Use: 8
roof	
	Total by SubType: roof and Use: 1
SFD	
	Total by SubType: SFD and Use: 3
solar panels	
	Total by SubType: solar panels and Use: 1
Sunroom	
	Total by SubType: Sunroom and Use: 1
Use	
	Total by SubType: Use and Use: 1
Wall	
	Total by SubType: Wall and Use: 1
	Total by Use: 82
	Total Building 82
<b>Demo</b>	
<b>Access. Struct demo</b>	
	Total by SubType: Access. Struct demo and Use: 1
demolition	
	Total by SubType: demolition and Use: 4
Res-Demo	
	Total by SubType: Res-Demo and Use: 1
	Total by Use: 6
	Total Demo 6
<b>Electrical</b>	
<b>above ground pool</b>	
	Total by SubType: above ground pool and Use: 1
Electrical	
	Total by SubType: Electrical and Use: 3
Hot tub	
	Total by SubType: Hot tub and Use: 1
Res-Electric	
	Total by SubType: Res-Electric and Use: 1
Sign-electric	
	Total by SubType: Sign-electric and Use: 1
upgrade	
	Total by SubType: upgrade and Use: 1
	Total by Use: 8
	Total Electrical 8
<b>Mechanical</b>	

<b>Permit Type</b>	
<b>Mechanical</b>	
Res Alt.	Total by SubType: Res Alt. and Use: 1
Res.Mech	Total by SubType: Res.Mech and Use: 1
Residential HVAC	Total by SubType: Residential HVAC and Use: 1
Utility	Total by SubType: Utility and Use: 1 Total by Use: 4 Total Mechanical 4
<b>Plumbing</b>	
Res-Plumbing	Total by SubType: Res-Plumbing and Use: 1 Total by Use: 1 Total Plumbing 1
<b>ROW</b>	
cap w/s line	Total by SubType: cap w/s line and Use: 2
Disconnect gas service	Total by SubType: Disconnect gas service and Use: 3
maintenance	Total by SubType: maintenance and Use: 3
new service	Total by SubType: new service and Use: 5
pressure wash	Total by SubType: pressure wash and Use: 1
relocate	Total by SubType: relocate and Use: 1
Remedial	Total by SubType: Remedial and Use: 5
Renew gas service	Total by SubType: Renew gas service and Use: 4
Repair	Total by SubType: Repair and Use: 5
Service	Total by SubType: Service and Use: 1
Testing	Total by SubType: Testing and Use: 1
w/s disconnect	Total by SubType: w/s disconnect and Use: 1 Total by Use: 32 Total ROW 32

---

Permit Type

---

Sign

free standing sign

Total by SubType: free standing sign and Use: 1

wall sign

Total by SubType: wall sign and Use: 3

wall/directional sign

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

Total by Use: 5

Total Sign 5

---

StormWater

driveway

Total by SubType: driveway and Use: 2

Exemption

Total by SubType: Exemption and Use: 52

patio

Total by SubType: patio and Use: 3

Small Project

Total by SubType: Small Project and Use: 4

Total by Use: 61

Total StormWater 61

---

StreetSW

curb

Total by SubType: curb and Use: 1

curb and sidewalk

Total by SubType: curb and sidewalk and Use: 3

Repair

Total by SubType: Repair and Use: 2

repair sidewalk

Total by SubType: repair sidewalk and Use: 1

Replace Sidewalk

Total by SubType: Replace Sidewalk and Use: 1

Sidewalk

Total by SubType: Sidewalk and Use: 3

sidewalk repair

Total by SubType: sidewalk repair and Use: 2

Total by Use: 13

Total StreetSW 13

---

Use

Motor Vehicle Storage

Total by SubType: Motor Vehicle Storage and Use: 4

Use

---

Permit Type

---

Use

Total by SubType: Use and Use: 17  
Total by Use: 21  
Total Use 21

---

Zoning

Deck  
Total by SubType: Deck and Use: 7

Driveway  
Total by SubType: Driveway and Use: 5

Fence  
Total by SubType: Fence and Use: 29

Fence and Shed  
Total by SubType: Fence and Shed and Use: 1

garage  
Total by SubType: garage and Use: 3

Patio  
Total by SubType: Patio and Use: 11

Pavilion  
Total by SubType: Pavilion and Use: 1

pergola  
Total by SubType: pergola and Use: 1

ramp  
Total by SubType: ramp and Use: 1

Res- sidewalk  
Total by SubType: Res- sidewalk and Use: 1

res-greenhouse  
Total by SubType: res-greenhouse and Use: 1

Shed  
Total by SubType: Shed and Use: 13

Special Event  
Total by SubType: Special Event and Use: 4

Temporary  
Total by SubType: Temporary and Use: 1

Tent  
Total by SubType: Tent and Use: 1

Utility  
Total by SubType: Utility and Use: 1

wall  
Total by SubType: wall and Use: 1  
Total by Use: 84

270-3.G TEMPORARY USE  
Temporary

---

Permit Type

---

Zoning

Total by SubType: Temporary and Use: 270-3.G 1

Total by Use: 270-3.G 1

270-63.D( Light Home Occupation  
Light Home Occupation

Total by SubType: Light Home Occupation and Use: 270-63.D(7)(b) 1

Total by Use: 270-63.D(7)(b) 1

Total Zoning 86

---

Total Permits: 319

MOUNT JOY BOROUGH-Rental Permits Issue Date: 1/1/2019 - 12/31/2019

2019 ANNUAL RENTAL LICENSE REPORT

Permit Type / SubType		Est Cos	Fee
Rental			
2019 Residential Rental			
	Total 2019 Residential Rental 536	\$0	\$70,300.00
	Total Rental 536	\$0	\$70,300.00
	Total Permits: 536	\$0	\$70,300.00

**MOUNT JOY BOROUGH-Planning Permits : 1/1/2019 - 12/31/2019**

**2019 ANNUAL PLANNING PERMIT REPORT**

Planning	App Date	Subdivision	Parcel ID / Location	Approved	Applicant
<b>Final</b>					
<b>Under Review</b>					
190003	12/5/2019	MOUNT JOY BOROUGH (10E8-1-15)	4501440500000 MARTIN AVENUE		STRONG HOLDINGS LLC,
190002	11/15/2019	MOUNT JOY BOROUGH (10E4-5-30)	4505899800000 113 MANHEIM ST		REIST SEED CO,
<b>Total Final by Status: Under Review</b>					<b>2</b>
<b>Total by App Type: Final</b>					<b>2</b>
<b>Other</b>					
<b>Complete</b>					
190001	7/24/2019	MOUNT JOY BOROUGH (10E6-5-3)	4503868900000 1080 DONEGAL SPRINGS RD	10/7/2019	MORAN, AUSTIN
<b>Total Other by Status: Complete</b>					<b>1</b>
<b>Total by App Type: Other</b>					<b>1</b>
<b>Total Permits:</b>					<b>3</b>





# 2019 MOUNT JOY BOROUGH



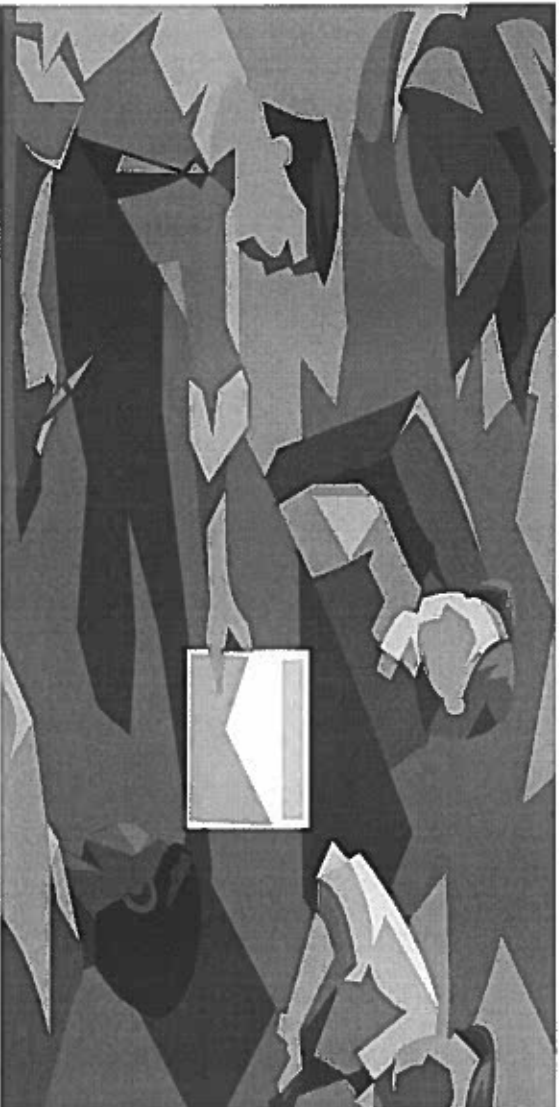
# ANNUAL PLANNING REPORT

# 2019 MOUNT JOY BOROUGH PLANNING COMMISSION MEMBERS:

Wendy Melhorn – Chair

Wendy Sweigart – Vice Chair

Kyle Miller



John Rebman

Josh Deering

Steve Gault, Alternate

## **JANUARY 2019**

- The Commission reviewed the existing Official Map for possible revisions.

## **FEBRUARY 2019**

- The Commission reviewed the existing Official Map for possible revisions.

## **MARCH 2019**

- No meeting

## **APRIL 2019**

- The Commission reviewed the existing Official Map for possible revisions.

## **MAY 2019**

- No meeting

## **JUNE 2019**

- The Planning Commission recommended approval of the Preliminary Plans for the Mount Joy Borough Detention Basin Plan Modifications.

## **JULY 2019**

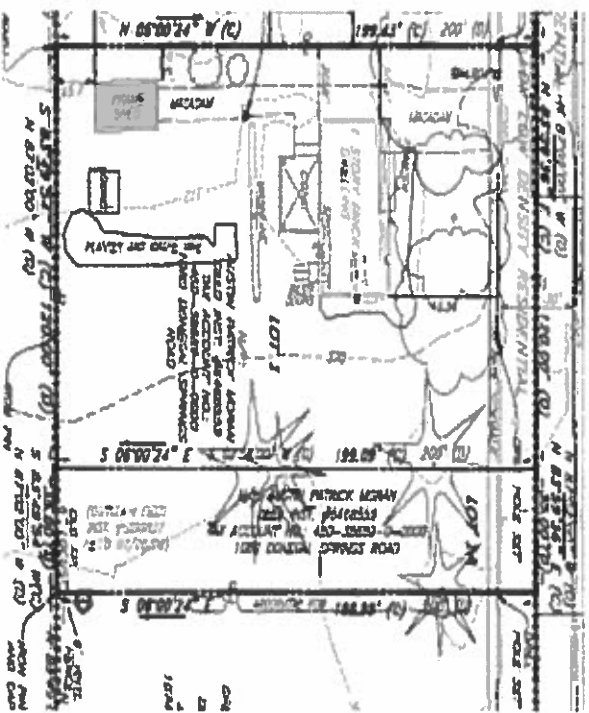
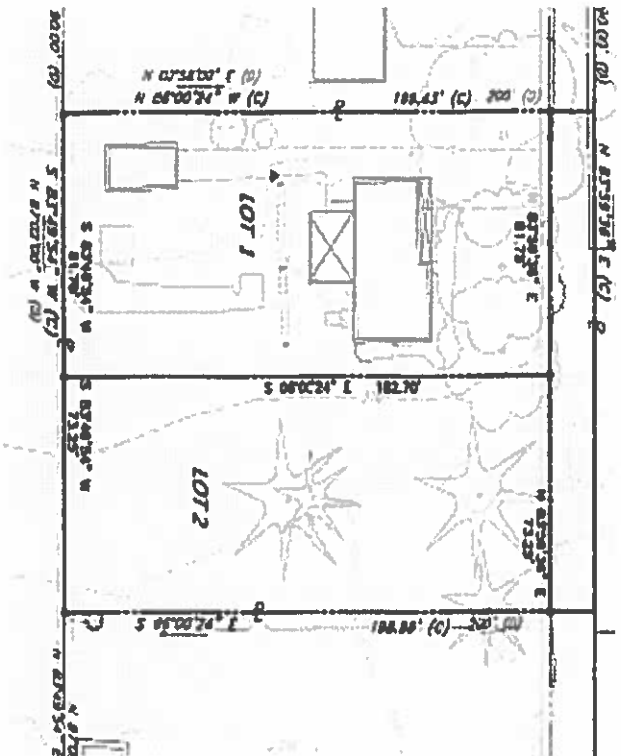
- No meeting.

## **AUGUST 2019**

- No meeting

# SEPTEMBER 2019

- The Planning Commission recommended approval of a Lot Line Change Plan for 1080 Donegal Springs Road, to change the existing lot line which bisects the two properties.



## OCTOBER 2019

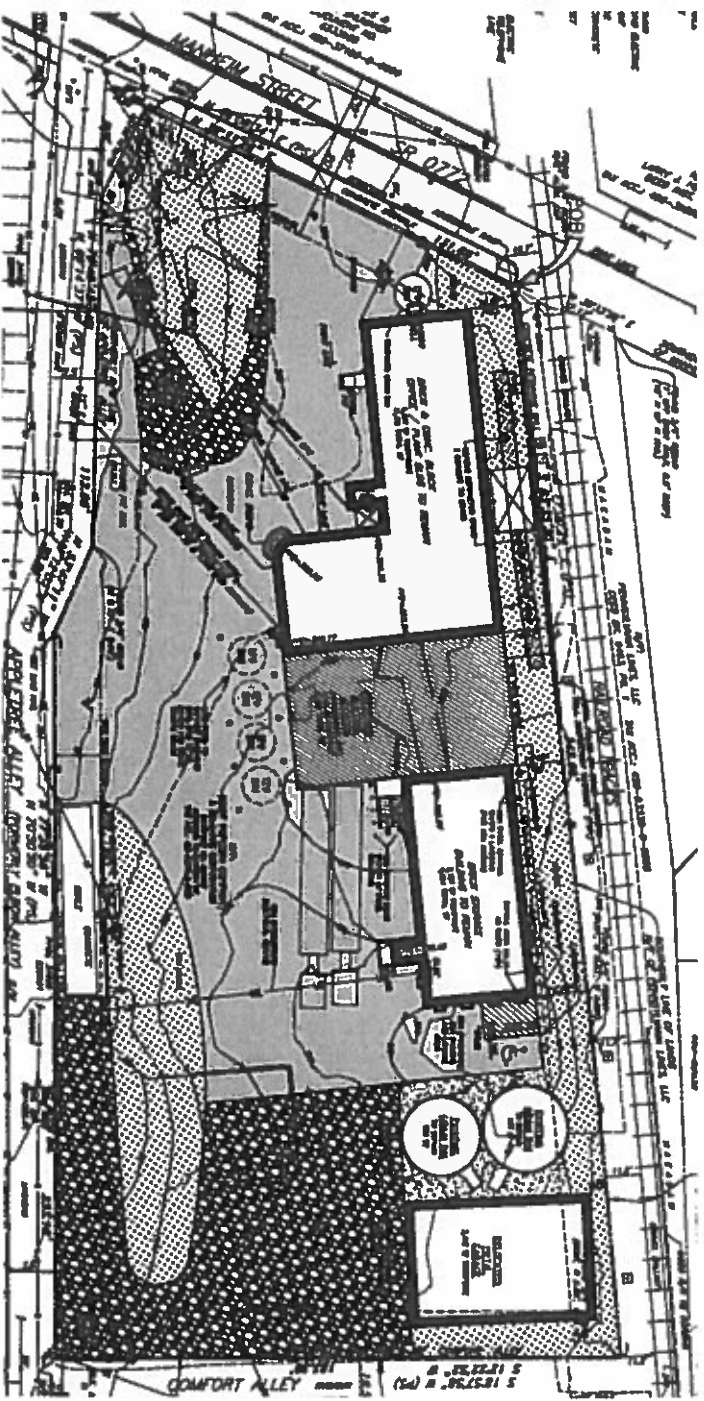
- No meeting.

## NOVEMBER 2019

- No meeting.

# DECEMBER 2019

- The Planning Commission recommended approval of a Revised Land Development Plan for Reist Seed Company, located at 113 Mannheim Street, to allow for more efficient traffic flow throughout the property and onto adjacent streets and alleys by eliminating several storage buildings, reducing the amount of grain storage bins from the previous approved plan, increasing the previously approved square footage of the building addition by 1,548 square feet and adding a total of 512-foot diameter grain bins.



- The Planning Commission recommended Council appoint Thomas (Tod) Dohl to the Planning Commission as an alternate for a term of 4 years (2024).

MOUNT JOY BOROUGH-Violations: " 1/1/2019 - 12/31/2019  
2019 ANNUAL STORMWATER VIOLATION REPORT

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StormWater  
Closed

---

Total number of Closed StormWater Violations: 4

---

4



**MOUNT JOY BOROUGH-Violations: " 1/1/2019 - 12/31/2019**  
**2019 ANNUAL VIOLATION REPORT**

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**Building**  
**Closed**

**Total number of Closed Building Violations: 2**

**Open**

**Total number of Open Building Violations: 2**

**Fire**  
**Closed**

**Total number of Closed Fire Violations: 10**

**Open**

**Total number of Open Fire Violations: 1**

**Property**  
**Closed**

**Total number of Closed Property Violations: 517**

**Open**

**Total number of Open Property Violations: 40**

**Zoning**  
**Closed**

**Total number of Closed Zoning Violations: 13**

**Open**

**Total number of Open Zoning Violations: 1**

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**586**

# 2019 MOUNT JOY BOROUGH



# ANNUAL ZONING REPORT















**2019 MOUNT JOY BOROUGH  
ZONING HEARING BOARD MEMBERS:**

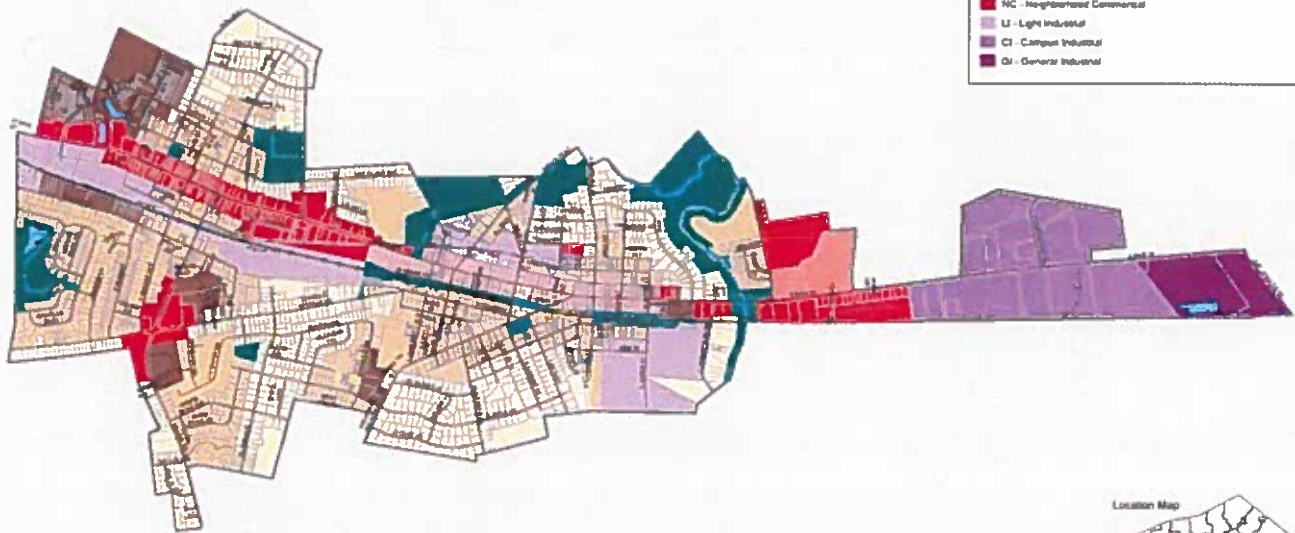
Cindi Jerman – Chair  
Bob Marker, Vice Chair



Ned Sterling, Secretary  
George Leyh  
Shelby Chunko  
Michael Melhorn, Alternate  
Joe Kenneff, Esquire – Zoning Hearing Board Solicitor  
Michelle Parke, Court Reporter

# Zoning Map of Mount Joy Borough

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

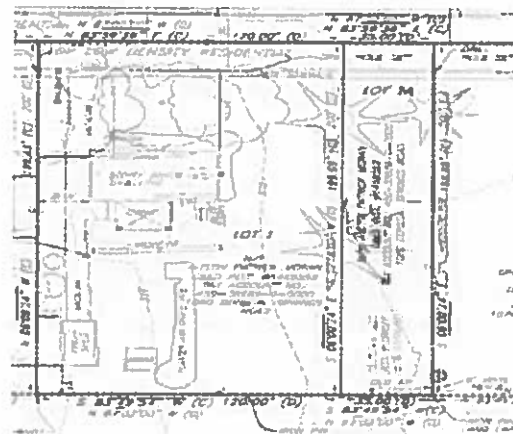
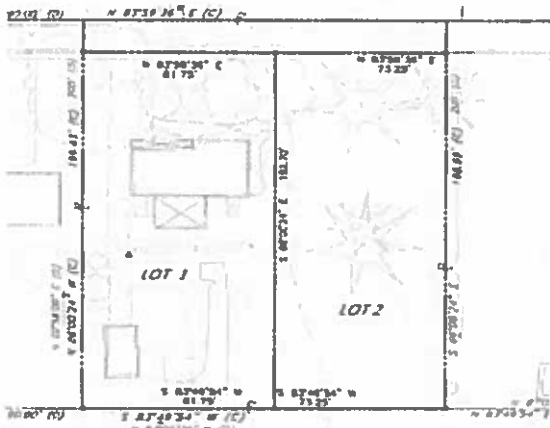


Mount Joy Borough Planning Commission 2011. This map is for general information only. It is not intended to be used as a legal document. For more information, please contact the Planning Commission at 717-261-1234.



# NOVEMBER 2019

- An application was received, and a case was presented by Reist Seed Company, located at 113 Manheim Street, Mount Joy, PA 17552, for Variances of §270-47.A (Table of Lot & Setbacks) to allow for a 5' side yard setback and a 10' rear yard setback to relocate a metal storage building. And, a Variance of §270-47.A (Table of Lot & Setbacks) to allow for a 9.7' front yard setback to erect a 12' diameter grain bin at the West end of the building. Variances were approved.





**BOROUGH OF MOUNT JOY  
STORMWATER MANAGEMENT REPORT**

**TO:** Mount Joy Borough Council

**FROM:** Dave Salley, Stormwater Enforcement Officer

**DATE:** December 31, 2019

**RE:** Stormwater Management Report for December 2019

---

**Stormwater/Public Works:**

- Attended meeting at Lancaster County Conservation District for PADEP Growing Greener Plus grant
- Participated in the Stormwater Action Team meeting for LandStudies presentation of Chiques Report Card/Project Prioritization and Lancaster Clean Water Partners discussion of Municipal Collaboration Data Needs
- Phone Conference with DEP representative about a brief summary of the potential project for PADEP Growing Greener Plus grant
- Organization, constructing, editing, and reviewing PADEP Growing Greener Plus grant for submission on December 20. Including gathering letters of support, project narratives, budget narrative, completing grant application, etc.
- Staff meeting reviewing future Florin Hill streets and alleys for liquid fuels funding
- Participated in a Boroughs Collaborative meeting to discuss programs to bring visitors to our boroughs throughout Lancaster County.
- Attended meeting with PennDOT Connects representatives pertaining to SR 772 repave project
- Attended Council meeting
- Attended Staff meeting
- Attended PW Committee meeting

10- J



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

**TO:** Sam Sulkosky, Borough Manager

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

**DATE:** December 31, 2019

**RE:** Public Works Department Activities for December 2019

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Following is a list of activities for the Public Works Department for December 2019:

- Parks – Leaf cleanup
- Parks – Vehicle and equipment maintenance
- Parks – Meet with disc golf course planners to review project
- Parks - Provide park inspection service to Mount Joy Township
- PW – Leaf collection
- PW – Vehicle and equipment maintenance
- PW – Preparing snow plowing and salting equipment
- Stormwater – Clean stormwater inlets and inspect facilities after rain events
- Signs – Replacement and repairs as needed
- Compost Site – Process leaves that have been collected
- Compost Site – Screening mulch material
- Compost Site – Open site for yard waste and leaf drop off appointments
- Attend Borough Council meeting and Public Works meeting
- Attend various staff meetings
- Attend Stormwater Action Team meeting at Rapho Township
- Meet with property owners at Sassafras Alley and the railroad embankment to discuss washout
- Provide services for Winterfest activities
- Work with library director to assist with grant implementation
- Assist Borough Authority with sinkhole repair on Springville Road
- Provide information and assist with applications for H2O, PA Small Water and Sewer, and Growing Greener grants for stormwater infrastructure and facilities projects.
- Attend LCATS Public Works Roundtable meeting to discuss current public works issues
- Attend LTAP class on Engineering and Traffic Studies
- Attend LTAP class on Roadside Safety Features
- Attend APWA meeting featuring Eric Horst with his Winter Weather Outlook for 2020

10- k

To: Mayor Bradley, Mount Joy Borough Councilors & Samuel Sulkosky, Borough Manager

From: Joseph Ardini

December 2019 Authority Administrator Report

1. Water Plant Project:

- The contractor continues to work on punch list items created by the Engineer.

2. Lumber Street Hydropillar:

- An addendum was issued extending the bidding deadline from December 18<sup>th</sup> at 12:00 PM EST to December 23<sup>rd</sup> at 3:00 PM EST.

3. Staff submitted a grant through the Department of Community and Economic Development and will now wait to see if we receive a favorable grant request.

4. Cedar Lane Waterline Replacement:

- Installation on the watermain is complete.
- Authority staff will begin filling the watermain and conduct bacteria sampling and pressure testing. Once completed, staff will begin switching water services over to the new watermain.

5. Clarifier/Thickener Project:

- A mandatory pre bid meeting was conducted on December 18, 2019 for the project.
- The proposed project would be to replace the existing drive units, repaint the bridges and replace some miscellaneous ancillary items.
- Bids for the project are due January 10, 2020 at 1PM EST.





**BOROUGH OF MOUNT JOY  
MEMORANDUM**

**TO:** Public

**FROM** Samuel Sulkosky, Borough Manager

**DATE:** January 3, 2020

**RE:** January 6, 2020 Manager's Report.

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**Administration:**

- PLGIT – Current yield as of 12-31-2019 is 1.79%.

**Marietta Avenue Pedestrian Project:** None.

**Other Items of Note:**

- Public Works Committee meeting.
- Public Safety Committee meeting.
- Chamber of Commerce Meeting.
- PennDOT Connects.
- Planning Commission.
- Legislative Meeting – Warwick Township.
- Grants: DCED H2O and DCED PA Small Water and Sewer Program were submitted electronically on 12-12-2019 and delivered to DCED on 12/13/2019. DEP Growing Greener Plus Grant submitted 12/19/2019.
- GIANT Food Stores – PLCB application.

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

**Resolution No. 01-20**

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF MOUNT JOY, LANCASTER COUNTY, PENNSYLVANIA, REDUCING EMPLOYEE CONTRIBUTIONS TO THE POLICE PENSION PLAN FOR THE YEAR 2020.

WHEREAS, the Borough of Mount Joy (Borough) established by Ordinance enacted February 1, 1965, as amended from time to time, a Police Pension Fund; and

WHEREAS, the Police Pension Laws of the Commonwealth of Pennsylvania provide that the Borough may, by resolution, adopt regulations concerning the administration of, and the calculation of amount to be paid from the Fund; and

WHEREAS, by and through a Collective Bargaining Agreement (CBA) between the Borough and the Mount Joy Police Officers Association, it is provided that, in relevant part, "The contribution rate by full-time police employees to the retirement fund shall be reduced from three percent (3%) of pay up to Social Security base to no contribution beginning January 1, 1985, provided an actuarial study shows that the condition of the police pension fund is such that payments into the fund by full-time police employees may be eliminated, and that if such payments are eliminated, the Borough will not be required to keep the fund actuarially sound," and

WHEREAS, Act 205 of 1984, as amended by Act 44 of 2009, provides for a pension distress scoring system, where a funding ratio of ninety percent (90%) or greater designates the pension as having no distress; and

WHEREAS, the most recent Actuarial Valuation Report for the Borough of Mount Joy Police Retirement Plan for the period January 1, 2018 through December 31, 2018, determined that the Borough was assessed by the Municipal Pension Reporting Program (MPRP), formerly the Public Employee Retirement Commission (PERC), to have a funding ratio of 92.5% for year ending December 31, 2018, and

WHEREAS, based on this most recent data, the Borough of Mount Joy Police Retirement Plan is financially strong and actuarially sound;

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Borough Council of the Borough of Mount Joy, that Resolution No. 01-20, in accordance with pension regulations and consistent with Article 7, Section B of the CBA, it is resolved and enacted as follows:

That the Borough Council hereby establishes employee pension contributions for full-time police employees at a rate of zero percent (0%) for the 2020 calendar year.

AND BE IT FURTHER RESOLVED, that a copy of this resolution be transmitted to the Mount Joy Police Officers Association.

ADOPTED, by the Council of the Borough of Mount Joy, at a public meeting this 6th day of January 2020.

ATTEST:

\_\_\_\_\_  
(Assistant) Borough Secretary

\_\_\_\_\_  
Borough Council (Vice) President

[BOROUGH SEAL]

**BOROUGH OF MOUNT JOY**  
**Lancaster County, Pennsylvania**  
**RESOLUTION NO. 2-20**

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF MOUNT JOY, LANCASTER COUNTY, PENNSYLVANIA, APPOINTING AND/OR REAPPOINTING MEMBERS OF VARIOUS BOARDS, COMMISSIONS AND POSITIONS WITHIN THE BOROUGH ORGANIZATION.

WHEREAS, the Borough of Mount Joy has appointed persons to various positions whose terms expire as of the January 1, 2020;

WHEREAS, Borough Council acknowledges the expiration of these terms;

WHEREAS, Borough Council desires to appoint persons/firms to fill the positions which will expire;

WHEREAS, Borough Council recognizes that there is a vacancy and unexpired term until 1/1/2021 on the Mount Joy Borough Authority due to the resignation of Rick Hamm, who relocated out of the Mount Joy Borough Authority service area.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mount Joy, Lancaster County, Pennsylvania, as follows:

The Council of the Borough of Mount Joy appoints the following individuals and firms to the positions for the terms as presented hereinafter:

Borough Planning Commission (ALT)	Thomas Dohl	4 Years	Term expires 1/1/2024
Mount Joy Borough Authority	_____	1 year	Term expires 1/1/2021

DULY ADOPTED this 6th day of January, 2020, by the Borough Council of the Borough of Mount Joy in lawful session duly assembled.

Attest: \_\_\_\_\_  
(Assistant) Borough Secretary

\_\_\_\_\_ Council (Vice) President

[BOROUGH SEAL]

**Williams Jr Maurice M**

---

**From:** Dennis Nissley <DNissley@mountjoypa.org>  
**Sent:** Tuesday, December 10, 2019 9:07 AM  
**To:** Williams Jr Maurice M  
**Cc:** Samuel Sulkosky; David Salley; Stacie Gibbs  
**Subject:** FW: 5K event

Chief

Last evening the Public Committee agreed to the time and the route for the Paula's 5K run as it is proposed in her request.

*Dennis Nissley*  
Public Works Director  
Mount Joy Borough  
dnissley@mountjoypa.org  
717-653-8226

**From:** Paula McAdoo <pcmcadoo@comcast.net>  
**Sent:** Tuesday, November 12, 2019 1:16 PM  
**To:** Dennis Nissley <DNissley@mountjoypa.org>  
**Subject:** Re: 5K event

thank you very much.

Yes we can still do the same route unless someone feels it should be changed.

If crossing Marietta Ave was a concern we could always start at memorial Park and go further into high school lot and make up the small difference in distance.

But if not, I'm fine with the same route.

Do I need to attend a meeting in Dec?

*Paula McAdoo*  
*Paula's School of Baton*

[www.PSBDTwin.com](http://www.PSBDTwin.com)  
717 653 8519

On November 12, 2019 at 8:56 AM Dennis Nissley <[DNissley@mountjoypa.org](mailto:DNissley@mountjoypa.org)> wrote:

Paula

I presented your request to the Public Works Committee to start the approval process for the 5K again in 2020. They asked about the route and will it be the same as 2019? I'm certain this will be addressed when it is discussed at the Public Safety Committee. But I will report back to Public Works in December if you have this information.

Thanks

*Dennis Nissley*

Public Works Director

Mount Joy Borough

[dnissley@mountjoypa.org](mailto:dnissley@mountjoypa.org)

717-653-8226

**From:** Paula McAdoo <Sent: Thursday, October 17, 2019 9:43 AM  
**To:** Samuel Suikosky <[samuel@mountjoypa.org](mailto:samuel@mountjoypa.org)>  
**Subject:** Re: 5k Event

Good Morning Sam,

I want to reach out to you and let you know,we are once again interested in doing our 5k. We are aiming for the date of Sat. April 18 at 9am.

Chief Williams told me to first mention to you and then we can get the process of approvals started again!

Thank You and Have a Great Day!

*Paula McAdoo*

*Paula's School of Baton*

[www.PSB1wri.com](http://www.PSB1wri.com)

717 653 8519



**Corporate Headquarters**

108 West Airport Road  
Lititz, PA 17543  
T 717.569.7021  
F 717.560.0577  
www.thearrogroup.com

November 27, 2019

Stacie Gibbs, BCO  
Planning, Zoning and Code Administrator  
Borough of Mount Joy  
21 East Main Street  
Mount Joy, PA 17552

RE: Transcontinental Gas Pipe Line Company, LLC (Transco)  
ARRO # 10863.35

Dear Stacie

As requested, I inspected Eby Chiques Road from Main Street to a point approximately 155 feet south of Main Street to address the letter from Allan R. Berenbrok, P.E. of Transco dated November 14, 2019 regarding release of the road bond check and escrow. I also reviewed the pre-construction video provided by the Borough. Based on my visual observations of Eby Chiques Road on Friday, November 22, 2019 I did not observe any accelerated deterioration of the roadway as a result of the use by Transco vehicles.

Therefore, I recommend the road bond check and escrow be released in accordance with the terms of the agreement. Also, I do not recommend the release be delayed because the NPDES permit Notice of Termination (NOT) has not been issued by the Department of Environmental Protection. An active NPDES permit will not affect the condition of Eby Chiques Road.

Please call me at 717-560-6065 if you have questions.

Sincerely,

Darrell L. Becker, P.E.  
Vice President

DLB:acb

c: Samuel Sulkosky, Manager – Mount Joy Borough



Transcontinental Gas Pipe Line Company LLC  
2800 Post Oak Blvd  
Houston, TX 77056

November 14, 2019  
Mount Joy Borough Council  
21 East Main Street  
Mount Joy, PA 17522

**Subject: Transcontinental Gas Pipe Line Company LLC  
Road Use Agreement and Permit Close Out**

Dear Council Members:

Transcontinental Gas Pipe Line Company LLC (Transco) entered into a Road Use Agreement (Agreement) on August 29, 2017 with Mount Joy Borough ( Borough) in order to permit Transco to operate vehicles in excess of 10 tons GVW within the Borough on specific roadways listed in the Agreement in order to construct a portion of the Atlantic Sunrise Pipeline.

The pipeline surface restoration activities are completed.

Transco is requesting a close out of the Agreement and driveway permit on Eby Chiques Road.

Please review Attachment 1: with the Boroughs approval of release of the Agreement and permit, please return one executed original copy to my attention to the address below.

Please return the Road Bond check \$366.95 and the escrow account check \$5,000.00 to my attention at the address below. The cancellation of the certificate of insurance will be provided by the surety company under a separate letter.

Should you require any additional information or if there are any outstanding items, please contact me at any time at the address and phone number below.

Thank you.

**Transcontinental Gas Pipe Line Company LLC**

A handwritten signature in blue ink that reads "Allan R. Berenbrok". The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

Allan R. Berenbrok, PE  
Roadway Engineer  
Williams

2000 Commerce Drive  
Pittsburgh, PA 15275  
412-215-3771

[Allan.berenbrok@williams.com](mailto:Allan.berenbrok@williams.com)

CC: David Sztroin

Attachment: COI, Bond and Permit Release Form



Transcontinental Gas Pipe Line Company LLC  
99 Farber Road  
Princeton, NJ 08540

August 11, 2017

Mount Joy Borough  
21 East Main Street  
Mount Joy, PA 17522

Subject: Transcontinental Gas Pipe Line Company LLC  
Road Use Agreement – Bond, Escrow and Insurance Certificate

Dear Ms. Gibbs:

In accordance with the terms and conditions of the Road Use Agreement adopted by Mount Joy Borough, Transcontinental Gas Pipe Line Company LLC (Transco) is enclosing the following:

- Road Maintenance Bond ( Check) - \$366.95
- Certificate of Insurance
- Escrow Account Check - \$5,000.00
- Transco executed Road Use Agreement
- Eby Chiques Driveway Permit Check - \$50.00

A copy of the roadway video for Eby Chiques road as listed in the Agreement will be provided within 10 days of the starting date of construction. The pipeline project is anticipated to begin in the fall of 2017. Transco will be in contact with you prior to the start of the pipeline project to video record the road.

Please return one fully executed copy of the Road Use Agreement to the address below.

Should you require any additional information during the course of the pipeline construction, please contact me at any time.

Sincerely,

Transcontinental Gas Pipe Line Company LLC

Allan R. Berenbrok, PE  
Roadway Engineer  
412-215-3771

[Allan.berenbrok@williams.com](mailto:Allan.berenbrok@williams.com)

Enclosures: Bond (check)  
Certificate of Insurance  
Escrow Check  
Transco executed Road Use Agreement  
Driveway Permit Check

CC (w/a): Joe Hager  
Aaron Blair



Exhibit A

Road Use and Maintenance Agreement – Repair Techniques

Borough of Mount Joy

Paved Surface:

Base Repair (New rutting, depressions, pumping, cross-section distortion and severe potholes in excess of 1.5 inches and a minimum of 1.5 inches of increased depth of existing rutting, depressions, pumping and cross-section distortion)	Wearing Repair (gouges, track marks, minor potholes, ravelling, delamination, surface cracking)
Mill 12.5 inches in depth to the limits of the repair as field located.	Mill one and one half (1 <sup>1/2</sup> ) in depth to the limits of the repair as field located.
Install six (6) inches of No. 2A aggregate subbase, five (5) inches of Superpave asphalt mixture design, PG 64-22, 0.3 to < 3.0 million ESALS, 25.0 mm and one and one half (1 <sup>1/2</sup> ) inches of Superpave asphalt mixture design, PG 64-22, 0.3<3.0 million ESALS, 9.5mm, SRL-H	Install one and one half (1 <sup>1/2</sup> ) inches of Superpave asphalt mixture design, PG 64-22, 0.3<3.0 million ESALS, 9.5 mm, SRL-H

Notes:

1. All work shall meet the requirements of PennDOT Publication 408, latest revision.
2. Seal edges and joints in accordance with PennDOT Publication 408 – Specifications and PennDOT Publication 72 – Standards for Roadway Construction.
3. Should temperatures or seasonal restrictions apply, the Municipality may elect to waive temperature and season restrictions or delay the repairs until temperature specification can be met.
4. Field adjustments for paved surfaces and base may be made upon mutual agreement.

## MOUNT JOY BOROUGH ROAD USE AGREEMENT

Made and entered into this 29 day of August, 2017 by and between **MOUNT JOY BOROUGH**, a Borough organized and existing under the laws of the Commonwealth of Pennsylvania, located in Lancaster County, Pennsylvania with its municipal offices located at 21 East Main Street, Mount Joy, Pennsylvania 17522 (hereinafter "BOROUGH"), and **TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC**, having a principal place of business of 99 Farber Road, Princeton, New Jersey 08545 (hereinafter "PERMITTEE")

### BACKGROUND

1. The PERMITTEE in the conduct of constructing a natural gas pipeline makes use of portions of BOROUGH roadways which are under jurisdiction, maintenance, and control of the BOROUGH. Pursuant to the provisions of Section 4902 of the Vehicle Code Act of June 17, 1976, P.L. 162, as amended, 75 Pa. C.S. § 4902, the BOROUGH has NOT established gross weight restrictions on portions of these BOROUGH highways.

2. The PERMITTEE desires to move vehicles or combinations, that are in accordance with 67 Pa. Code, Chapter 189 "legal axle loads" over and across portions of BOROUGH Roads using the following type vehicles and for the following purposes:

tractor / trailer pipe trucks, tractor / lowboy trucks, tri axle dump trucks

### AGREEMENT

For and in consideration of the mutual promises hereinafter set forth, the parties, intending to be legally bound, agree for themselves and their successors and assigns as follows:

3. The BOROUGH, pursuant to 67 Pa. Code, Chapter 189, is willing to permit the movement of the PERMITTEE's vehicles or combinations, together with loads conditioned upon the execution and delivery of security by the PERMITTEE in favor of the BOROUGH, in such form as required by BOROUGH, to cover the cost of excess maintenance and restoration necessitated by the movement in accordance with the terms, conditions, and provisions hereinafter contained in this Agreement, the requirements of the BOROUGH's Code of Ordinances, and the applicable provisions of the Pennsylvania Vehicle Code and Pennsylvania Department of Transportation regulations across only the following portions of BOROUGH roads:

Road Name	Beginning intersection or point	End intersection or point	Distance ( miles or feet)	Existing Surface Type
Eby Chiques Road	E. Main Street (SR0230)	Proposed driveway (Eby Chiques Road)	Approx. 155 feet	Asphalt

4. **Permission to Move Vehicles.** This Agreement shall have the effect of a permit from BOROUGH to PERMITTEE, whereby PERMITTEE shall be allowed to move vehicles or combinations, together with loads, which vehicles or combinations and loads are within the legal limit set forth at 75 Pa.C.S. § 4941, on the portion(s) of BOROUGH Roads set forth in this Agreement, subject to all provisions of the Pennsylvania Vehicle Code, as amended, the applicable Pennsylvania Department of Transportation regulations, and the BOROUGH'S Code of Ordinances, for a period of 24 months in the time period as follows:

Permit Period	<u>Sep 18, 2017</u>	<u>Sep 18, 2019</u>
	Begin Date	End Date

PERMITTEE shall not use any other BOROUGH roads for purposes of hauling equipment or pipeline facilities for the project. Road usage other than that authorized under this Agreement will constitute a breach of the Agreement. It is understood that regular pickup traffic and delivery traffic will use other BOROUGH roads to commute.

5. **Responsibility and Liability of PERMITTEE.** PERMITTEE shall be responsible for excess road maintenance and restoration which is defined as such maintenance or restoration or both (but not betterment) of a road in excess of normal maintenance, which is necessitated, in whole or in part, by PERMITTEE'S use of vehicles on such road, and which restores the road to a condition which is equal to or better than the condition existing immediately prior to PERMITTEE'S use of such road. To the extent that PERMITTEE does not comply with its obligations to perform excess road maintenance and restoration, PERMITTEE shall be liable for repair costs for excess road maintenance and restoration and other reasonable expenses incurred pursuant to this Agreement. All reasonable costs associated with excess road maintenance and restoration of the subject road will be the responsibility of the PERMITTEE. PERMITTEE shall have no obligation for maintenance to remedy damage resulting from act of God or removal of snow and ice.

For purposes of this Agreement, the term road shall mean roadways and bridges including cartways, shoulders, drainage facilities and all improvements within the right-of-way, and appurtenance shall mean the property lying within the right-of-way of a BOROUGH Road such as shoulders and drainage facilities, together with any improvements placed within this right-of-way for the roads noted in this Agreement.

The excess road maintenance and restoration obligations established by this Agreement apply to all movement by PERMITTEE of any vehicle with three axles or more during the period of time set forth in Paragraph 4 or until the project is completed (whichever occurs latest in time) whether the loads are within the legal limit established by 75 Pa.C.S. § 4941 or they exceed the limits established by 75 Pa.C.S. § 4941; however, the use of any BOROUGH road by PERMITTEE to haul a load exceeding the weight limits established under 75 Pa.C.S. § 4941 require PERMITTEE to obtain a separate permit from the BOROUGH in which PERMITTEE will be required to specify dates in which such loads will be hauled and to post additional security.

6. **PERMITTEE'S Duty to Provide Information Regarding Road Usage.** PERMITTEE shall periodically (at least once per month, and upon specific request of the BOROUGH) provide to the BOROUGH information on PERMITTEE'S usage of roads reasonably necessary to assist BOROUGH in its assessment of road maintenance and restoration. For purposes of this Agreement, usage of roads shall include the operation of any vehicles or equipment within the right-of-way of

any BOROUGH road or the staging of vehicles or equipment within the right-of-way of any BOROUGH road.

**7. Pre-Construction Inspection.** The BOROUGH and PERMITTEE shall jointly and or independently conduct an on-site field inspection and prepare a pre-construction video of the roads that are a part of this Agreement, as listed in Paragraph 3, to serve as a basis to establish the existing condition of the roads and appurtenances that will be subjected to use by the PERMITTEE and evaluate and determine standard maintenance and excess road maintenance and restoration requirements. All costs incurred by BOROUGH for the preparation of the pre-construction video shall be the responsibility of PERMITTEE. The BOROUGH and PERMITTEE shall jointly review the pre-construction video(s) of the roads to serve as a basis to establish the existing road surface condition and evaluate excess maintenance and restoration requirements. .

**8. Standard Road Maintenance.** BOROUGH shall be responsible for standard road maintenance, which shall be defined as such maintenance and restoration as BOROUGH customarily performs on BOROUGH roads which are unaffected by the excess road usage permitted under this Agreement. BOROUGH shall continue to perform standard road maintenance on the roads subject to this agreement at no cost to PERMITTEE, provided, however, that any activities included in standard road maintenance which are necessarily included in PERMITTEE'S excess road maintenance and restoration are the responsibility of PERMITTEE.

**9. On-Site Inspection(s).** During use, the roads and appurtenances are to be re-inspected by the BOROUGH Engineer at increments determined by the BOROUGH and its Engineer in order to document any conditions or concerns related to usage by the PERMITTEE. Following notice by PERMITTEE that project activities and road usage have terminated in the BOROUGH, the BOROUGH Engineer shall perform an inspection ("Post-Project Inspection") to determine what excess road maintenance and restoration is needed to comply with Paragraph 5 herein. All reasonable costs incurred by the BOROUGH Engineer for such inspections shall be the responsibility of the PERMITTEE. Within fifteen (15) days after completion of this Post-Project Inspection, the BOROUGH Engineer shall provide an inspection report ("Post-Project Inspection Report") indicating the excess road maintenance and restoration that is needed to comply with Paragraph 5 herein.

**10. Joint Use.** In the event more than one PERMITTEE is involved in excess use of the BOROUGH Roads as described in this Agreement, PERMITTEE shall be liable to the BOROUGH for excess road maintenance and restoration costs as the BOROUGH shall assess and reasonably proportion among the various PERMITTEES. In such event, the costs will be based on a distribution calculation prepared by the BOROUGH Engineer. PERMITTEE(S) shall provide any requested information in a timely fashion to the BOROUGH Engineer to make the calculation, otherwise, the BOROUGH will distribute responsibility of excess maintenance and restoration costs to the PERMITTEE(S) using a calculation method at the sole discretion of the BOROUGH.

**11. Performance of Maintenance and Restoration.** Any maintenance and/or restoration required under this Agreement shall be performed upon completion of the pipeline project and use of BOROUGH roads in accordance with Paragraph A or B below, at the sole discretion of the BOROUGH. All repairs pursuant to PERMITTEE's excess road use and maintenance obligations must conform to BOROUGH standards as established by BOROUGH Ordinance, or if none, as set forth in the document identified as Exhibit "A" attached hereto and incorporated herein.

A. First Option: By PERMITTEE and/or its contractor. The excess road maintenance and restoration shall be performed to a level consistent with that agreed to in Paragraph 5. The work shall be in conformance with BOROUGH specifications and requirements and must be reviewed and approved by the BOROUGH Engineer. The BOROUGH shall determine whether the excess road maintenance and restoration are satisfactory. The BOROUGH Engineer may monitor and/or provide direction to the PERMITTEE as to any maintenance or restoration at the discretion of the BOROUGH. Contractor repair costs shall be paid by the PERMITTEE.

B. Second Option if the PERMITTEE does not perform the excess road maintenance and restoration: By the BOROUGH and/or a contractor selected by the BOROUGH through its prescribed procedures. The excess road maintenance and restoration shall be performed to a level consistent with that agreed to in Paragraph 5. The work shall be in conformance with BOROUGH'S specification and requirements, and shall be supervised and inspected by the BOROUGH Engineer. PERMITTEE agrees to reimburse the BOROUGH for reasonable road repair costs incurred, and BOROUGH has the right to proceed against the security to obtain reimbursement.

**12. Requirements for Road Maintenance and Restoration During Project.** If as a result of a BOROUGH road inspection, BOROUGH, in its sole discretion deems excess road maintenance and restoration activities to be necessary prior to the scheduled completion of the pipeline project then:

A. The BOROUGH shall notify the PERMITTEE(S) of repairs that are deemed to be immediately required due to road / traffic safety with a specific time frame that the repairs must be completed. The PERMITTEE must perform the identified repairs at the PERMITTEE's cost via a contractor within such time frame required by BOROUGH.

B. If PERMITTEE fails to perform such identified repairs within the time frame required by BOROUGH, PERMITTEE agrees that BOROUGH may exercise its rights as set forth under Paragraph 13.G to ensure roads are properly restored.

**13. Requirements for Restoration by PERMITTEE.** If PERMITTEE is responsible for excess road maintenance and restoration during or upon completion of the project then:

A. PERMITTEE shall perform excess road maintenance and restoration as identified by BOROUGH in the Post-Project Inspection Report identified in Paragraph 9 herein, and in accordance with a plan for making the repairs and restoration which shall be submitted to the BOROUGH and be reviewed by the BOROUGH Engineer and acceptable to the BOROUGH. No work shall be done until a plan has been approved by the BOROUGH.

B. PERMITTEE or PERMITTEE'S contractor shall give notice to the BOROUGH at least three (3) days before the work begins except in the case of road maintenance and restoration needed during the project, in which case the BOROUGH may approve the road maintenance and restoration work to begin sooner than three (3) days.

C. PERMITTEE shall provide proper traffic control and protection at all times during the performance of the repair and restoration. This control and protection shall comply with the requirements set forth in Paragraph 25 herein.

D. If the BOROUGH determines that PERMITTEE is not properly maintaining or restoring the portion(s) of BOROUGH Road(s) and appurtenances, the BOROUGH will notify PERMITTEE, in

writing, of the determination and PERMITTEE shall promptly perform the required maintenance or restoration.

E. If PERMITTEE fails to perform the excess maintenance and restoration promptly after receipt of notice, the BOROUGH may, at its discretion, (a) rescind PERMITTEE'S permission to perform excess maintenance and restoration, and to move vehicles or combinations, together with loads, over and across the BOROUGH Road(s); (b) maintain or restore the portion(s) of BOROUGH Road(s) and appurtenances in which event PERMITTEE shall reimburse the BOROUGH for all reasonable costs so incurred; (c) terminate this Agreement; (d) file an action in law or equity, including but not limited to a request for temporary and/or mandatory injunction, to compel performance by PERMITTEE with its excess maintenance and restoration obligations; and/or (e) proceed in any other manner permitted by law to collect the amounts due.

**14. INSURANCE AND INDEMNIFICATION REQUIREMENTS.** PERMITTEE'S permission to use BOROUGH roads pursuant to this Agreement is conditioned upon PERMITTEE showing proof of the following insurance coverage and its agreement to indemnify BOROUGH as follows:

A. PERMITTEE shall provide evidence to the BOROUGH of liability insurance for bodily injury and property damage in the minimum amounts of \$2,000,000 each person, \$2,000,000 each occurrence and an umbrella policy with a limit of no less than \$10,000,000. The insurance policies shall cover any claim that may arise out of the performance of any maintenance or restoration by PERMITTEE, its officers, servants, agents, employees, contractors or representatives. The BOROUGH and the BOROUGH Engineer shall be named as an additional insured. A copy of the certificate of insurance shall be attached to this Agreement as an Exhibit. This insurance shall neither be changed nor canceled without thirty (30) days advance written notice to the BOROUGH of such change or cancellation.

B. PERMITTEE shall and agrees to defend, indemnify, save harmless the BOROUGH, its officers, agents and employees, from all suits, actions, claims, losses, liabilities, judgments, regulatory enforcement orders, and liens of any nature or character, name or description, whether at law, in equity or resulting from any regulatory enforcement process, arising from or connected with the pipeline construction activities of PERMITTEE, its officers, servants, agents, employees, contractors, or representatives, or the road use activities associated with the pipeline construction, including but not limited to, claims for environmental damage, injury to or death of any person, and loss, damage or destruction of any real or personal property. BOROUGH may, at BOROUGH's sole discretion and expense, participate in PERMITTEE's defense in any suit to which BOROUGH becomes a party by reason of such claim being asserted against BOROUGH, but such participation shall not relieve PERMITTEE of the obligation to defend, indemnify and save BOROUGH harmless against such claim. PERMITTEE's duty to defend, indemnify and save the BOROUGH harmless from all suits, actions, claims, losses, liabilities, judgments, regulatory enforcement orders and liens as herein provided shall survive the cancellation, modification, surrender or termination of this Agreement.

**15. PERMITTEE'S Obligation for BOROUGH Costs.** PERMITTEE agrees to reimburse the BOROUGH for costs reasonably incurred by the BOROUGH Engineer in performing any inspections provided for in this Agreement, as well as for legal services, enforcement and administration of this Agreement, and performance of excess maintenance or restoration resulting from the PERMITTEE'S use of the road. Payments for professional, enforcement and administrative services shall be made by PERMITTEE to the BOROUGH through withdrawals from the escrow

account established in accordance with Paragraph 19 herein, subject to BOROUGH providing PERMITTEE with timely accounting of the expenses reimbursed via escrow withdrawals. If the escrow has been depleted and PERMITTEE fails to replenish it in accordance with Paragraph 19 herein, PERMITTEE shall reimburse BOROUGH for expenses under this Paragraph within 60 days of the date of the invoice. If the PERMITTEE fails to make the payments, the BOROUGH may, in its discretion, (a) rescind PERMITTEE'S permission to move vehicles or combinations, together with loads, over and across the BOROUGH Road(s); (b) terminate this Agreement; (c) proceed against security provided pursuant to this Agreement to recover amounts due; and/or (d) proceed in any other manner permitted by law to collect the amounts due. The costs required to be paid to BOROUGH under this Paragraph include costs incurred prior to the execution of this Agreement attributable to negotiation and drafting of this Agreement.

**16. Security/Fees.** Prior to the issuance of a permit from BOROUGH to PERMITTEE to use BOROUGH roads in accordance with this Agreement, to secure the performance of PERMITTEE'S obligations, PERMITTEE shall execute and deliver to the BOROUGH the following type(s) of security in favor of the BOROUGH in the amounts based on Twelve Thousand Five Hundred Dollars (12,500.00) per linear mile for paved highways or Six Thousand Dollars (\$6,000.00) per linear mile for unpaved highways, or as otherwise agreed to by PERMITTEE or BOROUGH. When the amount of damage in excess of normal maintenance to a BOROUGH road is estimated by the BOROUGH to constitute 75% or more of the amount of the security, the BOROUGH may require the road(s) to be maintained or reconstructed within 30 days unless PERMITTEE agrees to provide such additional security as the BOROUGH shall determine.:

**A. Certified Check \$366.95**

**17. Liability of PERMITTEE.** PERMITTEE shall be liable for all costs of excess maintenance and restoration and all other expenses incurred pursuant to this Agreement, and PERMITTEE'S liability shall not be limited to the total amount of security provided under this Agreement. PERMITTEE shall provide a full and complete copy of the security it has posted in connection with this Agreement upon demand of the BOROUGH along with any policies and claim requirements.

**18. Liability of PERMITTEE following completion of Project.** At such time as PERMITTEE has completed all excess maintenance and restoration to the reasonable satisfaction of the BOROUGH Engineer according to the Post-Project Inspection Report referenced in Paragraph 9 herein, BOROUGH shall issue a letter releasing PERMITTEE from any further excess maintenance and restoration obligations other than those obligations stated in this Paragraph 18. Notwithstanding any other provisions of this Agreement, PERMITTEE'S obligations under this Agreement includes the repair of any failing maintenance or restoration work performed by PERMITTEE in accordance with Paragraph 5 herein, on roads upon which PERMITTEE performs hauling, which, in the professional opinion of the BOROUGH'S Engineer, fail within the eighteen (18) month time period following the date of issuance of the letter from BOROUGH referenced above in this Paragraph 18. The obligations listed herein are intended to and shall supplement and not limit such obligations as are contained in a highway occupancy permit, driveway permit, or any other permit PERMITTEE is required to obtain from the BOROUGH. The security issued to BOROUGH by PERMITTEE shall not be released until thirty (30) days following the expiration of the eighteen (18) month period. This security is not renewable each time a second patch or repair is performed.

**19. Escrow For Professional/Administrative Fees.** An escrow deposit in the amount of \$5,000 is to be provided by the PERMITTEE to the BOROUGH for the purpose of costs associated with initial

and periodic inspections by the BOROUGH Engineer as well as any legal, administrative, and/or enforcement costs of this Agreement. The escrow provided for under this Paragraph is separate from and in addition to the security required for the performance of PERMITTEE's road maintenance obligations under Paragraph 16 above. The BOROUGH shall have the right to require replenishment of the escrow funds by the PERMITTEE at any time the BOROUGH determines the balance is depleted below 75% of the face amount of the escrow furnished. The PERMITTEE shall replenish this escrow within a timely fashion upon notification by the BOROUGH. In the event of depleted escrow balance as described, the BOROUGH may, in its discretion, suspend PERMITTEE'S permission to move vehicles or combinations, together with loads, over and across the BOROUGH Road(s) until required additional escrow is provided to the BOROUGH by the PERMITTEE. Failure to provide such additional escrow as is required shall constitute a breach of this Agreement. Any escrow funds provided by PERMITTEE that remain will be returned to PERMITTEE at the same time security is released in accordance with Paragraph 18 herein.

**20. PERMITTEE's Liability for depositing materials on road.** PERMITTEE shall not allow any vehicle entering upon a BOROUGH road to deposit or track dirt, mud, rock or other material upon such BOROUGH road. In the event that PERMITTEE deposits dirt, mud, rock or other material upon a BOROUGH road, the cleanup of such material shall be considered an excess maintenance and restoration obligation to be performed during the project in accordance with Paragraph 12.

**21. Liability Covers All Road Usage.** Although the permit granted pursuant to this Agreement is limited to loads under the legal limit set forth at 75 Pa.C.S. § 4941, the obligations for road maintenance and restoration shall apply to all road usage of PERMITTEE with the exception of commuting and other traffic of vehicles of less than three axles.

**22. Openings and Excavations.** Any openings and excavations of BOROUGH roads are subject to such BOROUGH permitting requirements and regulations as are set forth in the BOROUGH's Code of Ordinances, and any conditions the BOROUGH imposes upon such permits in its discretion.

**23. Compliance by Contractors.** PERMITTEE shall be responsible for compliance by all of its affiliates, contractors, subcontractors, and suppliers with the terms of this Agreement and with all applicable federal, state, county, and BOROUGH statutes, ordinances, rules and regulations in connection with the road use permitted under this Agreement and any other work involved in the installation of the pipeline upon property located in the BOROUGH. Such compliance shall include, but not be limited to, the procuring of all necessary permits and licenses in connection with the work to be done and the payment of all of the contributions, fees, premiums, and taxes required by such laws, ordinances, rules, and regulations.

**24. Protection of Reasonable Access During Construction.** At all times during the preparation, installation, and clean-up phases of the project, PERMITTEE and its affiliates, contractors, subcontractors, and suppliers as aforesaid, shall conduct their work in such manner as to insure that there is a minimum obstruction to traffic and that the convenience of the general public and local properties is provided for in an adequate manner. PERMITTEE may not permit any stacking or queuing of equipment or materials in the public right-of-way. Any hydrants in the proximity shall be kept accessible to fire apparatus at all times, and no materials or obstructions shall be placed within 15 feet of any such hydrant. All storm drainage and storm sewer inlets shall be kept unobstructed at all times. PERMITTEE shall maintain such barricades, warning lights, flare, or flaggers as are necessary during the course of construction to protect traffic and the public in general. Any work in



a street which is unfinished for any reason whatsoever shall be left in such a condition as to make all properties accessible at all points to fire and other emergency apparatus.

**25. Traffic Control.** Traffic control and protection shall be provided by PERMITTEE at PERMITTEE's cost. All traffic control must conform to the standards of PennDOT Publication 213. PERMITTEE shall assure that one lane is open to traffic at all times. If circumstances require complete closure, PERMITTEE is responsible for notifying EMS services. Additionally, before such complete closure occurs, PERMITTEE must submit to the BOROUGH and receive approval of a detour plan.

**26. Waste Materials and Maintenance of Sanitary Premises During Project.** PERMITTEE shall collect and properly discard all waste material, such as paper, cartons and the like, and shall prevent the same from being deposited or blown on to lands adjacent to where vehicles are travelling or stopped or construction is occurring. In addition, PERMITTEE shall require that all affiliates, contractors, subcontractors, and suppliers shall comply with the provisions of this Paragraph. All rubbish and unused materials and tools shall be removed promptly from the premises where construction is occurring, and the premises shall be kept clean from such materials during the term of this Agreement. If PERMITTEE or any of its affiliates, contractors, subcontractors, or suppliers shall fail to comply with any of these conditions, the BOROUGH shall have the right to enter upon the premises where construction is occurring and perform such cleaning and disposal with its own employees or contractors, and the BOROUGH may draw upon PERMITTEE's security to reimburse BOROUGH for such expenses.

**27. Access Roads.** PERMITTEE must comply with BOROUGH's permitting requirements for any access road required for the Project, including any conditions BOROUGH imposes upon such permits in its discretion. Additionally, PERMITTEE must provide BOROUGH with an estimate of the number of loads to be delivered at each access point.

**28. PERMITTEE to Provide Copies of Commonwealth permits/plans.** PERMITTEE is required to submit courtesy copies of any permits obtained from PennDOT for usage of Commonwealth roads located in the boundaries of the BOROUGH. Furthermore, PERMITTEE must submit courtesy copies of any erosion and sedimentation control and stormwater management plans/applications filed with the Pennsylvania Department of Environmental Protection or the Lancaster County Conservation District for any facilities/improvements requiring review from said entities.

**29. Remedies for Violation.** In addition to other remedies as permitted by law, the BOROUGH may revoke PERMITTEE'S Permit granted pursuant to this Agreement and may pursue whatever legal remedies it deems proper, if it determines, in its discretion, that PERMITTEE is not in compliance with any provision of this Agreement or Permit. In addition to other remedies, the BOROUGH shall have the right to refuse to issue new permits if PERMITTEE has failed to comply with the regulations of the BOROUGH, any previous permits, or Road Use Agreements, or has outstanding payment obligations to the BOROUGH. The revocation of PERMITTEE's permit for PERMITTEE's violation of the Agreement does not release PERMITTEE from its obligation to perform excess road maintenance and repair for any usage prior to the revocation of the permit and/or any unauthorized usage after the revocation of the permit.

**30. Closing of BOROUGH Roads.** This Agreement shall not prohibit the BOROUGH from closing a road or bridge to any vehicle or combination in excess of a specific weight if such closing is authorized by law and is necessary for safety, or is a temporary closing due to climatic conditions or

act of God. In addition, PERMITTEE agrees that BOROUGH may limit or prohibit PERMITTEE'S use of roads during periods of soft roads, seasons or periods of thaw, and unusually wet weather. PERMITTEE shall comply with any notice given by the BOROUGH to limit or prohibit road usage as set forth herein.

**31. Non-waiver.** PERMITTEE agrees that this Agreement is binding on PERMITTEE despite BOROUGH not having enacted an Ordinance imposing gross weight restrictions on BOROUGH roads. PERMITTEE shall not assert that BOROUGH has waived any rights to enforce the terms of this Agreement for lack of such an Ordinance.

**32. Amendment.** This Agreement may only be amended in writing and by consent of the parties.

**33. Exhibits.**

**A. Repair Techniques**

**34. Governing Law and Venue.** This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania. A photocopy of a fully executed Agreement shall be deemed an original for all purposes. Venue for any claims of violation or breach of this Agreement shall be in the Lancaster County Court of Common Pleas.

**35. Authorization.** The person(s) signing this Agreement on behalf of PERMITTEE certify that he/she/they are legally authorized by PERMITTEE to bind the PERMITTEE to the terms of this Agreement. By signing the Agreement, such person acknowledges that a false statement regarding authority to sign this Agreement and bind the PERMITTEE is made subject to the penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.

**36. Severability.** If any provisions of this Agreement are held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused these presents to be duly executed the day and year first above written.

BOROUGH

ATTEST: *Daniel Mulkosky*  
(Assistant) Secretary

By: *Charles E. Glesner*  
(Prc) President

[BOROUGH SEAL]

ATTEST:

PERMITTEE:

By: *Cary Seyler*  
Name: Cary Seyler  
Title: ROW Agent

By: *Allan R. Berenbrink*  
Name: ALLAN R. BERENBRINK  
Title: ROADWAY ENGINEER

[CORPORATE SEAL]

14-C

**BOROUGH OF MOUNT JOY**

Lancaster County, Pennsylvania

**RESOLUTION NO. 3-20**

A RESOLUTION OF BOROUGH COUNCIL OF THE BOROUGH OF MOUNT JOY, LANCASTER COUNTY, PENNSYLVANIA, AUTHORIZING THE SALE OF EQUIPMENT (USED BACKHOE) USING THE MUNICIBID ONLINE MUNICIPAL AUCTION SERVICE.

WHEREAS, the Borough of Mount Joy has equipment (used backhoe); and

WHEREAS, the Borough of Mount Joy desires to sell the equipment listed below using the Municibid Online Municipal Auction Service;

WHEREAS, the Borough of Mount Joy hereby establishes a minimum acceptable price for the items as listed below.

NOW THEREFORE BE IT RESOLVED that the Borough Council of the Borough of Mount Joy hereby authorizes the sale of the following excess equipment using the Municibid Online Auction Service.

QUANTITY	DESCRIPTION
1	Backhoe – John Deere 310SG - \$22,500
1	Rotary Mower – John Deere 413
1	Tractor – New Holland T4055 - \$6,750

DULY ADOPTED 6th day of January 2020, 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) Borough Secretary

\_\_\_\_\_  
Borough Council (Vice) President

[BOROUGH SEAL]

14-D

**BOROUGH OF MOUNT JOY**  
Lancaster County, Pennsylvania

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**RESOLUTION NO. 4-20**

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A RESOLUTION OF BOROUGH COUNCIL OF THE BOROUGH OF MOUNT JOY, LANCASTER COUNTY, PENNSYLVANIA, AUTHORIZING PURCHASE OF A 2020 JOHN DEERE MODEL BACKHOE 310SG.

WHEREAS, the Borough of Mount Joy will be purchasing a new, 2020 JOHN DEERE MODEL BACKHOE 310SLHL, from Plasterer Equipment Company, Inc. through the PA COSTARS purchasing program, PA Equipment Company State Contract #118482;and

NOW THEREFORE BE IT RESOLVED that the Borough Council of the Borough of Mount Joy authorizes the purchase of a new, 2020 JOHN DEERE MODEL BACKHOE 310SLHL from Plasterer Equipment Company, Inc. through the PA COSTARS purchasing program, PA Equipment Company State Contract #118482.

DULY ADOPTED this 6th day of JANUARY 2020, 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) Borough Secretary

\_\_\_\_\_  
Borough Council (Vice) President

[BOROUGH SEAL]