

Detective Summary of Cases

CASE DESCRIPTION	Previous Month 2021	NEW CASES November 2021	Monthly CLOSED CASES	TOTAL
Accident, Hit & Run	0			0
Arson	2			2
Assault	2			2
Assist Other Agency	0			0
Burglaries	37		(5)	37
Criminal Mischief / Vandalism	5			5
Child & Family Offense (Abuse)	3	2	1	4
Death Investigation	2	1	1	2
Drug Offense	0			0
Harassment by Communication	0			0
Fraud (Forgery, Id Theft, etc.)	17	1		18
Receiving Stolen Property	1			1
Robbery	8			8
Suspicious Activity	0			0
Theft	41		(6)	41
Trespass	0			0
Miscellaneous	3			3
Threat to Official	1			1
Sex Offense				
Adult	0			0
Juvenile	1	2	1	1
TOTAL OPEN CASES	123	5	3	125
New Cases Assigned	6	MTH		
Closed Cases*	48	YTD		
Warrants Served	0	MTH		
Surveillance Hours Conducted**	0	MTH		

*cold cases are marked in ()



MOUNT JOY POLICE DEPARTMENT

Calls for Service

November 2021

Code	Call for Service	Totals
0613	THEFT SHOPLIFTING	1
0619	THEFT ALL OTHERS	1
1010	FORGERY	1
1130	FRAUD ALL OTHERS	7
1440	CRIMINAL MISCHIEF ALL	3
1711	SEX OFFENSE ALL OTHERS	2
1810	DRUG POSSESSION OFFENSE	1
2020	FAMILY OFF-CHILD ABUSE	4
2040	FAMILY OFFENSES - DOMESTIC	8
2111	DUI-ALCOHOL/UNDER INFL	2
2310	PUBLIC INTOXICATION / DRUNKENESS	2
2450	NOISE COMPLAINT	4
2485	ALARM ALL OTHERS	1
2619	PFA/ICC VIOLATION	2
2640	MUN ORD VIOLATIONS	2
2654	DISTURBANCE	5
2656	THREATS	5
2657	HARASSMENT	4
4014	OPEN DOORS/WINDOWS GENERAL POLICE	1
4021	SUSPICIOUS ACTIVITY	15
4052	ALARM BURGLARY OR HOLDUP NON RESIDENCE	4



MOUNT JOY POLICE DEPARTMENT

Calls for Service

November 2021

Code	Call for Service	Totals
4100	ALARMS (FIRE ALARMS)	2
4101	FIRES (ALL WORKING FIRES)	2
4102	ALARM - CARBON MONOXIDE ALARM	1
5004	FOUND ARTICLES	6
5010	MISSING PERSON	1
5510	ANIMAL COMPLAINTS ALL	8
6008	REPORTABLE MV CRASH NO INJURIES	9
6015	REPORTABLE MV CRASH HIT & RUN	2
6016	NON REPORTABLE MV CRASH	5
6303	TRAFFIC OFFENSE ALL OTHER	6
6305	SELECTIVE ENFORCEMENT TRAFFIC	11
6310	TRAFFIC ENFORCE / STOP	83
6335	TRAFFIC HAZARD	4
6336	DISABLED MV	1
6511	PARKING VIOLATION COMPLAINT	14
6602	ABANDONED IMPOUND/TOWAWAY	5
6615	TRAFFIC COUNTER DEPLOYMENT / RADAR SIGN	1
7002	BUILDING CHECK	22
7003	PROPERTY CHECK / AREA CHECK	4
7008	MEDICAL ASSISTANCE	52
7010	NOTIFICATIONS	1
7014	OTH PUB SERV/WELFARE CHK	7



MOUNT JOY POLICE DEPARTMENT

Calls for Service

November 2021

Code	Call for Service	Totals
7015	ASSIST CITIZEN	18
7025	EMOTIONALLY DISTURBED PERSON (EDP)	8
7502	ASSISTING-FIRE DEPT	3
7504	ASSISTING-OTHER POLICE DP	24
7506	ASSISTING-OTHER AGENCIES	2
7522	ASSISTING OTHER OFFICER	2
8010	WARRANTS-LOCAL	6
9002	ADMINISTRATIVE DUTIES	4
9008	COURT	26
9011	MISC MAINTENANCE RADIOS ETC	1
9020	POLICE INFORMATION	38
9021	TRAINING	2
9025	FIELD CONTACT INFORMATION	5
9028	FINGERPRINT	1
9029	CIVIL MATTER	1
9030	SPECIAL DETAIL ASSIGNMENT	1
9034	REPOSSESSION	2
911	911 HANG UP / CHK WELFARE	1
9115	FOLLOW UP	77
9137	EVIDENCE DUTIES	3
9192	VEHICLE MAINTENANCE	4
9989	CALL BY PHONE	7



MOUNT JOY POLICE DEPARTMENT

Calls for Service

November 2021

Code	Call for Service	Totals
9999	NON-CAT DATA	4
	Grand Total	562

MOUNT JOY POLICE DEPARTMENT

21 E MAIN ST, MOUNT JOY,
PA 17552

Phone: 717-653-1650

Fax: 717-653-0062

Citation Output By Charge

Starting Issue Date 11/1/2021 to Ending Issue Date 11/30/2021

Charge	Total
4107 - UNLAWFUL ACTIVITIES	1
4703 A - OPERAT VEH W/O VALID INSPECT	1
1301 - 1301 A - Dr Unregist Veh	2
1371 - 1371 A - Veh Reg Suspended	1
3111 - 3111 A - Obedience to Traffic-Control Devices	9
3354 - 3354 A - Park Impropr Two Way Highways	2
3361 - 3361 - Driving at Safe Speed	5
3362 --	7
3362 A3-13 - EXCEED MAX SPEED LIM ESTB BY 13 MPH	1
3701 - 3701 A - Stand Unattended	1
3714 - 3714 A - Careless Driving	1
4581 - 4581 A2I - Fail to use safety belt - driver and vehicle occupant	1
4581 - 4581 A2II - Fail to use safety belt - driver and front seat occupant	6
4703 - 4703 A - Operat Veh W/O Valid Inspect	4
<hr/>	
Total:	42

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 11/1/2021 to Ending Issue Date 11/30/2021

Charge Type: ARREST

Charge	Total
1543 B1.1I - DRIVING WHILE BAC .02 OR GREATER WHILE LICENSE SUS	1
1543 B1III - DRG LIC SUS/REV PURS TO SEC 3802/1547B1-3RD OR SUB	1
1786 F - OPER VEH W/O REQ'D FINANC RESP	1
2706 A1 - TERRORISTIC THREATS W/ INT TO TERRORIZE ANOTHER	2
2709 A1 - HARASSMENT/STRIKE, SHOVE, KICK, ETC.	1
2709 A7 - HARASSMENT - COMM. REPEATEDLY IN ANOTHER MANNER	1
2709.1 A1 - STALKING - REPEATEDLY COMMIT ACTS TO CAUSE FEAR	1
2709.1 A2 - STALKING - REPEATEDLY COMM. TO CAUSE FEAR	1
3111 A - OBEDIENCE TO TRAFFIC-CONTROL DEVICES	1
3361 - DRIVING AT UNSAFE SPEED	1
3703 A - DRIVE ON SIDEWALK	1
3714 A - CARELESS DRIVING	1
3736 A - RECKLESS DRIVING	1
3745 A - ACCI DAM TO UNATTENDED VEH OR PROPERT	1
3802 A1 - DRIVING UNDER THE INFLUENCE -GENERAL IMPAIRMENT	1
3802 B - DRIVING UNDER THE INFLUENCE-ALC - .10% TO .16%	1
3802 D2 - DUI - INFLUENCE OF DRUG OR COMB OF DRUGS	2
4302 A-1 - RQR'D SUNSET TO SUNRISE	1
5503 A4 - DISORDER CONDUCT HAZARDOUS/PHYSI OFF	2
6308 A - PURCH ETC ALCOH BEV BY A MINOR	1
780-113 A16 - INTENTIONAL POSSESSION OF CONTROLLED SUBSTANCE BY	1
780-113 A16 - INTENTIONAL POSSESSION OF CONTROLLED SUBSTANCE BY	1
780-113 A30 - MANUF/DEL/POSS/W INT MANUF OR DEL	1
780-113 A31I - POSSESSION OF SMALL AMOUNT OF MARIJUANA	1
780-113 A31I - POSSESSION OF SMALL AMOUNT OF MARIJUANA	1
780-113 A32 - USE / POSSESSION OF DRUG PARAPHERNALIA	1
780-113 A32 - USE / POSSESSION OF DRUG PARAPHERNALIA	1
Total:	30

Charge Type: COMPLAINT

Charge	Total
2709 A3 - HARASSMENT/REPEATEDLY ALARM, ANNOY	2
5503 A4 - DISORDER CONDUCT HAZARDOUS/PHYSI OFF	9
5505 - PUBLIC DRUNKENNESS AND SIMILAR MISCONDUCT	1
	Total: 12

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

	331.120	Borough Tickets (Other)	\$100.00
	321.310	Bicycle Registration	\$0.00
	380.010	Alarm Fees	\$1,000.00
	321.600	Mercantile Licenses	\$0.00
	362.100	Police Reports	\$75.00
331.11	331.120	Clerk of Court Disbursement	\$1,054.29
331.11	331.120	Magisterial Court Disbursement	\$1,494.15
	01.357.010	Sert Overtime	\$156.35
	01.357.090	OP Roving	\$250.16
		TOTAL Nov 2021	\$4,129.95
		<i>Total Nov 2020</i>	<i>\$1,815.78</i>

Submitted by: N. Stardo

Approved by: [Signature]

New Detective Cases

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

Police Activity Statistics 2021

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

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FDMJ Monthly Incident Report Summary

November 2021

Responded to **46** alarms for the month of November 2021 - **495** total alarms for year as of 11/30/21

Time in service for month: **51 hours and 45 minutes**

Average manpower per incident: **8 members per call for month - (6a-4p 21 calls/5 members per call) - response time - 5 min & 35 sec and arrival time - 11 min & 52 sec. (w/FP calls)**

Total Man-hours: **347 hours & 12 minutes**

Calls by Municipality First Due: 25 first due alarms - **21** mutual aid alarms

- Mount Joy Borough - 10
- Rapho Township - 12
- Mount Joy Township - 1
- East Donegal Township - 2

Apparatus used

- Engine 75-1 - 17
- Engine 75-2 - 10
- Truck 75 - 15
- Squad 75-1 - 4
- Traffic 75 - 10
- Duty Chief Vehicle - 18
- Duty Officer Vehicle - 4

Property pre-incident value: \$ 470,000.00

Property fire loss: \$ 150,000.00

Property post incident saved: \$ 320,000.00

2021 FDMJ responds to a call every 16 hours & 19 min

Total Training hours of 36 members trained for 280 hours

Fire Prevention Details - None

Community Service Details for the month - assisted with decorating Christmas tree w/16 members assisted and attended harvest festival at CRBCC w/7 members attended

Notable First Due Calls: - first due

- 11/7 - Fatal apartment building fire N Jacob St in MJB - \$150,000.00 fire loss - cause accidental cooking related - 24 members responded to call & in service for 4hrs/12 min

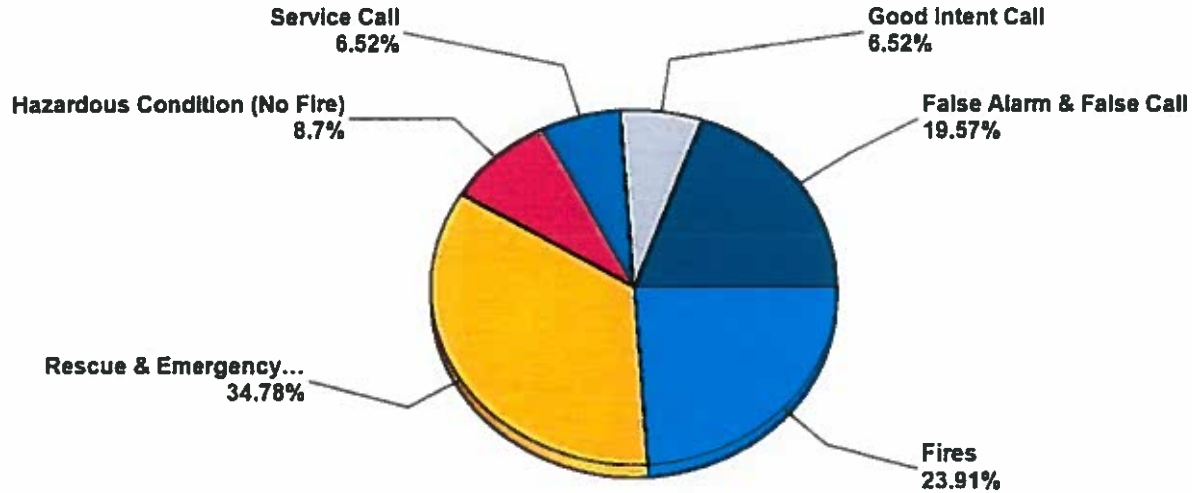
Fire Department Mount Joy

Mount Joy, PA

This report was generated on 12/4/2021 10:18:14 AM

Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 11/01/2021 | End Date: 11/30/2021



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	11	23.91%
Rescue & Emergency Medical Service	16	34.78%
Hazardous Condition (No Fire)	4	8.7%
Service Call	3	6.52%
Good Intent Call	3	6.52%
False Alarm & False Call	9	19.57%
TOTAL	46	100%

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



Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	11	23.91%
311 - Medical assist, assist EMS crew	3	6.52%
322 - Motor vehicle accident with injuries	10	21.74%
324 - Motor vehicle accident with no injuries	3	6.52%
400 - Hazardous condition, other	1	2.17%
412 - Gas leak (natural gas or LPG)	2	4.35%
444 - Power line down	1	2.17%
500 - Service Call, other	1	2.17%
550 - Public service assistance, other	1	2.17%
571 - Cover assignment, standby, moveup	1	2.17%
651 - Smoke scare, odor of smoke	3	6.52%
730 - System malfunction, other	1	2.17%
733 - Smoke detector activation due to malfunction	2	4.35%
735 - Alarm system sounded due to malfunction	1	2.17%
736 - CO detector activation due to malfunction	1	2.17%
740 - Unintentional transmission of alarm, other	1	2.17%
743 - Smoke detector activation, no fire - unintentional	1	2.17%
745 - Alarm system activation, no fire - unintentional	1	2.17%
746 - Carbon monoxide detector activation, no CO	1	2.17%
TOTAL INCIDENTS:	46	100%

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



Fire Department Mount Joy



Mount Joy, PA

This report was generated on 12/4/2021 10:16:20 AM

Incident Statistics

Zone(s): All Zones | Start Date: 11/01/2021 | End Date: 11/30/2021

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		16	
FIRE		30	
TOTAL		46	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
TOTAL			
PRE-INCIDENT VALUE		LOSSES	
\$470,000.00		\$150,000.00	
CO CHECKS			
736 - CO detector activation due to malfunction		1	
746 - Carbon monoxide detector activation, no CO		1	
TOTAL		2	
MUTUAL AID			
Aid Type		Total	
Aid Given		20	
Aid Received		2	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
2		4.35	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station 75	0:10:09	0:10:39	
AVERAGE FOR ALL CALLS		0:11:52	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station 75	0:04:42	0:05:13	
AVERAGE FOR ALL CALLS		0:05:35	
AGENCY	AVERAGE TIME ON SCENE (MM:SS)		
Fire Department Mount Joy	67:57		

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



Fire Department Mount Joy

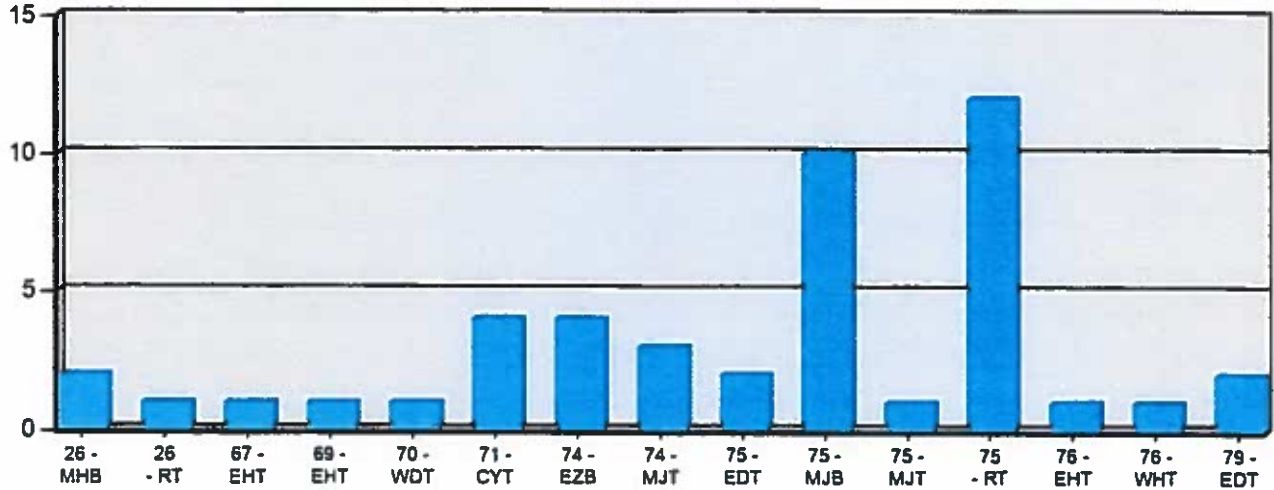


Mount Joy, PA

This report was generated on 12/4/2021 10:15:39 AM

Incident Count per Zone for Date Range

Start Date: 11/01/2021 | End Date: 11/30/2021



ZONE	# INCIDENTS
26 - MHB - 26 Manheim Borough	2
26 - RT - 26 Rapho Township	1
67 - EHT - 67 East Hempfield Township	1
69 - EHT - 69 East Hempfield Township	1
70 - WDT - 70 West Donegal Township	1
71 - CYT - 71 Conoy Township	4
74 - EZB - 74 Elizabethtown Borough	4
74 - MJT - 74 Mount Joy Township	3
75 - EDT - 75 East Donegal Township	2
75 - MJB - 75 Mount Joy Borough	10
75 - MJT - 75 Mount Joy Township	1
75 - RT - 75 Rapho Township	12
76 - EHT - 76 East Hempfield Township	1
76 - WHT - 76 West Hempfield Township	1
79 - EDT - 79 East Donegal Township	2
TOTAL:	46

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 12/4/2021 10:24:36 AM

Incident Count with Man-Hours per Zone for Date Range

Incident Type(s): All Incident Types | Start Date: 11/01/2021 | End Date: 11/30/2021

ZONE	INCIDENT COUNT	MAN-HOURS
26 - MHB - 26 Manheim Borough	2	23:22
26 - RT - 26 Rapho Township	1	1:24
67 - EHT - 67 East Hempfield Township	1	2:23
69 - EHT - 69 East Hempfield Township	1	0:44
70 - WDT - 70 West Donegal Township	1	0:15
71 - CYT - 71 Conoy Township	4	25:06
74 - EZB - 74 Elizabethtown Borough	4	10:23
74 - MJT - 74 Mount Joy Township	3	72:55
75 - EDT - 75 East Donegal Township	2	4:13
75 - MJB - 75 Mount Joy Borough	10	149:34
75 - MJT - 75 Mount Joy Township	1	1:29
75 - RT - 75 Rapho Township	12	44:44
76 - EHT - 76 East Hempfield Township	1	4:60
76 - WHT - 76 West Hempfield Township	1	4:32
79 - EDT - 79 East Donegal Township	2	1:09
TOTAL	46	347:12

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.



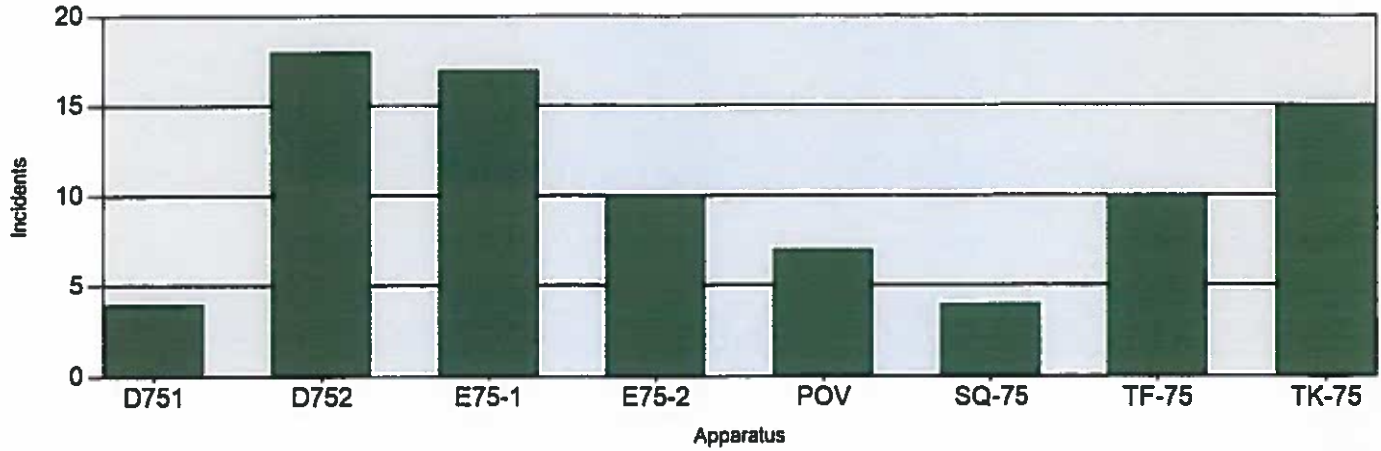
Fire Department Mount Joy

Mount Joy, PA

This report was generated on 12/4/2021 10:24:09 AM

Incident Count per Apparatus for Date Range

Start Date: 11/01/2021 | End Date: 11/30/2021



APPARATUS	# of INCIDENTS
D751	4
D752	18
E75-1	17
E75-2	10
POV	7
SQ-75	4
TF-75	10
TK-75	15

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 12/4/2021 10:25:17 AM

Losses for Date Range

Start Date: 11/01/2021 | End Date: 11/30/2021

TOTAL INCIDENTS	TOTAL PROPERTY LOSS	TOTAL CONTENT LOSS	TOTAL LOSSES	AVERAGE LOSS
1	\$100,000.00	\$50,000.00	\$150,000.00	\$150,000.00

INCIDENT NUMBER	DATE	Incident Type	PROPERTY LOSS	CONTENT LOSS	TOTAL	% of Total
2021-464	11/07/2021	111 - Building fire	\$100,000.00	\$50,000.00	\$150,000.00	100.00%

Only REVIEWED incidents included



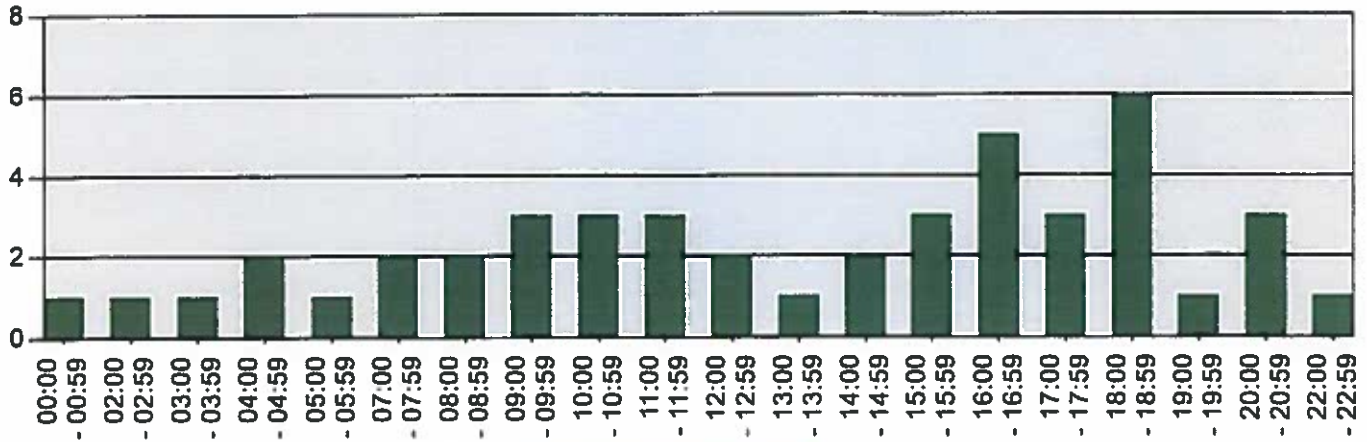
Fire Department Mount Joy

Mount Joy, PA

This report was generated on 12/4/2021 10:25:41 AM

Incidents by Hour for Date Range

Start Date: 11/01/2021 | End Date: 11/30/2021



Hour	# of Calls
00:00 - 00:59	1
02:00 - 02:59	1
03:00 - 03:59	1
04:00 - 04:59	2
05:00 - 05:59	1
07:00 - 07:59	2
08:00 - 08:59	2
09:00 - 09:59	3
10:00 - 10:59	3
11:00 - 11:59	3
12:00 - 12:59	2
13:00 - 13:59	1
14:00 - 14:59	2
15:00 - 15:59	3
16:00 - 16:59	5
17:00 - 17:59	3
18:00 - 18:59	6
19:00 - 19:59	1
20:00 - 20:59	3
22:00 - 22:59	1

Only REVIEWED incidents included

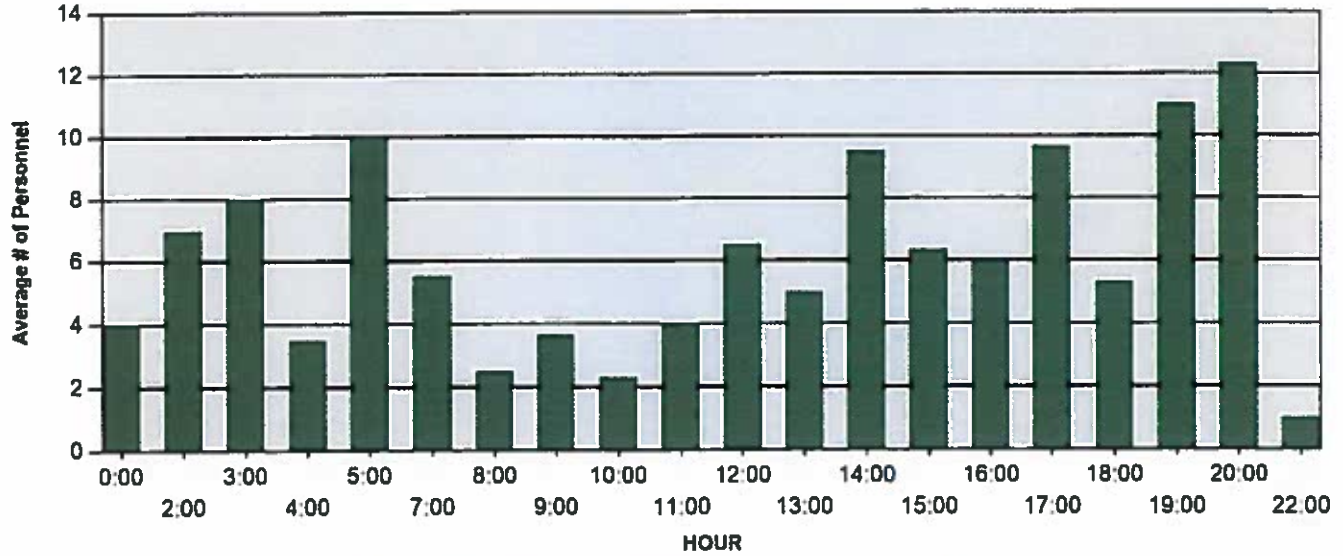
Fire Department Mount Joy

Mount Joy, PA

This report was generated on 12/4/2021 10:26:05 AM

Average Number of Responding Personnel per Hour for Date Range

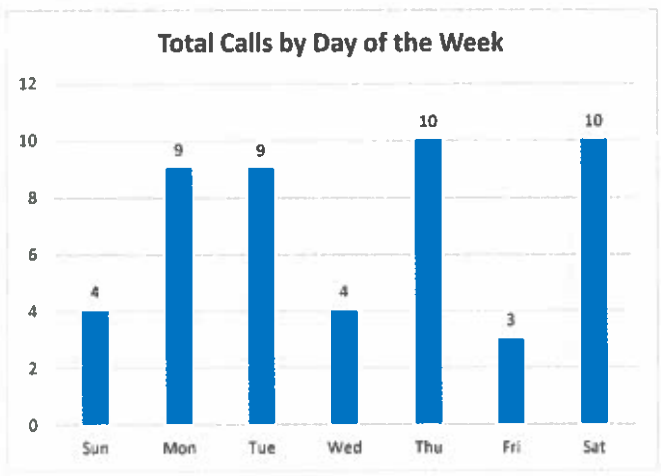
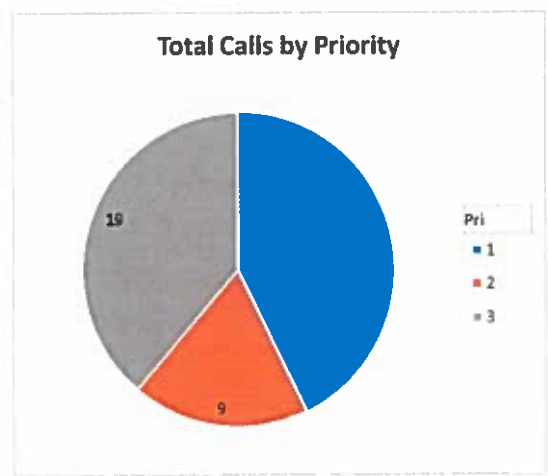
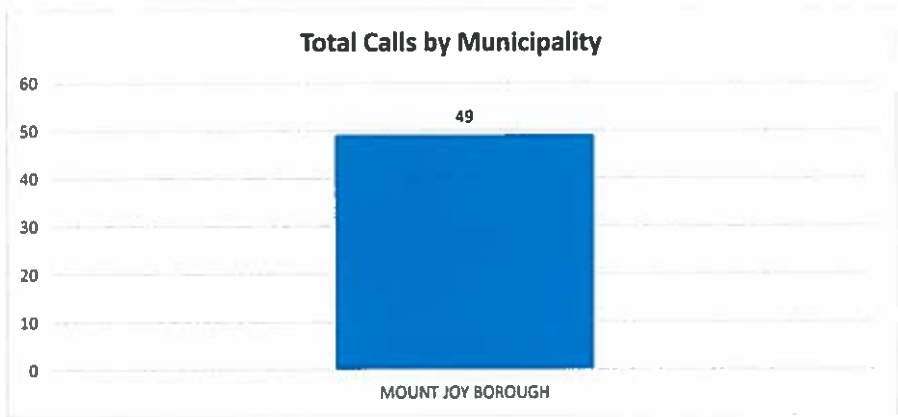
Start Date: 11/01/2021 | End Date: 11/30/2021



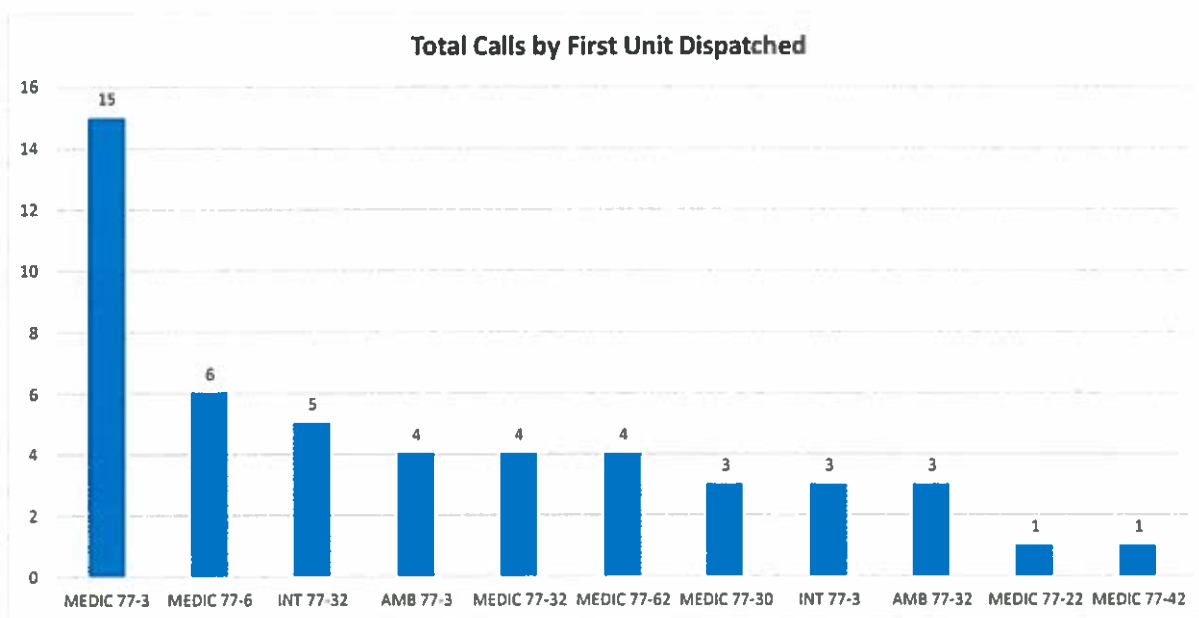
HOUR	AVG. # PERSONNEL
00:00 - 00:59	4.00
02:00 - 02:59	7.00
03:00 - 03:59	8.00
04:00 - 04:59	3.50
05:00 - 05:59	10.00
07:00 - 07:59	5.50
08:00 - 08:59	2.50
09:00 - 09:59	3.67
10:00 - 10:59	2.33
11:00 - 11:59	4.00
12:00 - 12:59	6.50
13:00 - 13:59	5.00
14:00 - 14:59	9.50
15:00 - 15:59	6.33
16:00 - 16:59	6.00
17:00 - 17:59	9.67
18:00 - 18:59	5.33
19:00 - 19:59	11.00
20:00 - 20:59	12.33
22:00 - 22:59	1.00

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

Penn State Life Lion November 2021

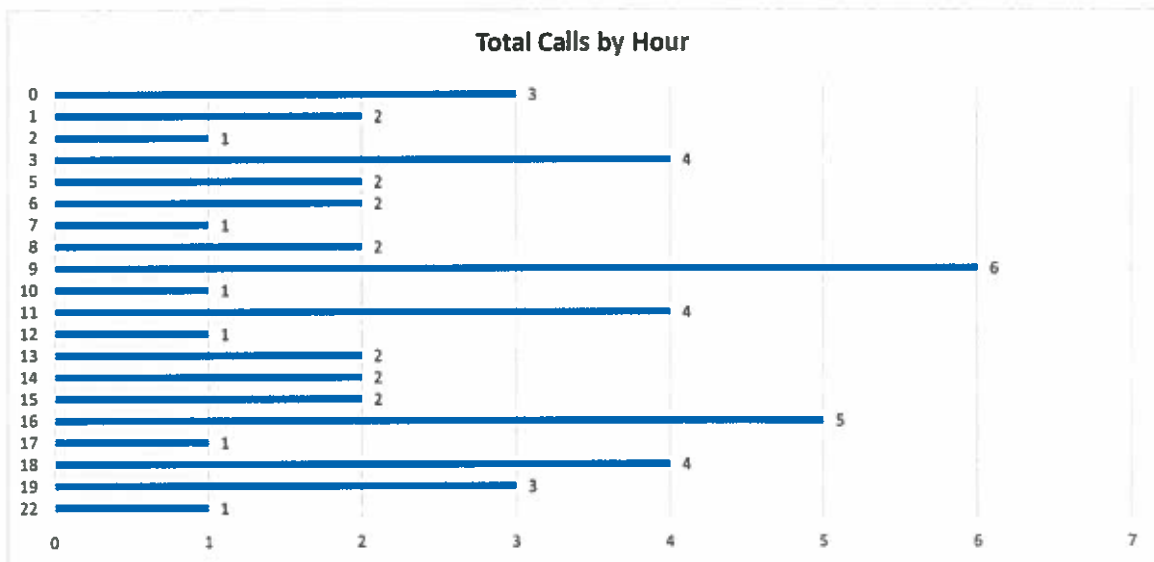


Penn State Life Lion
November 2021

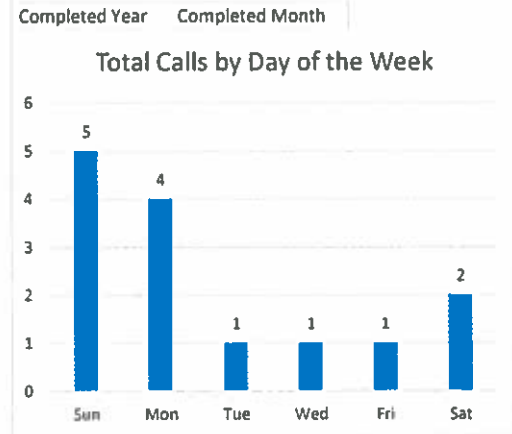
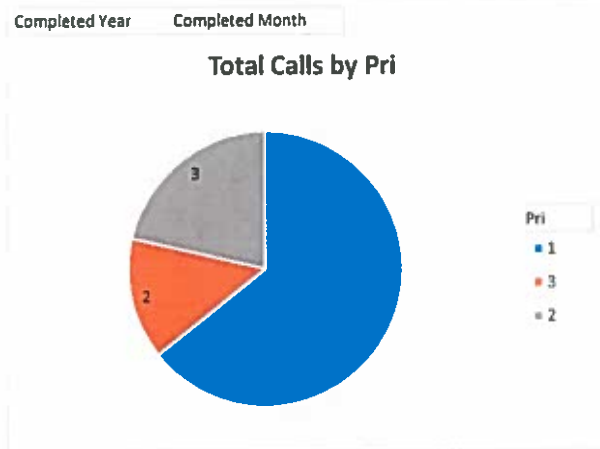
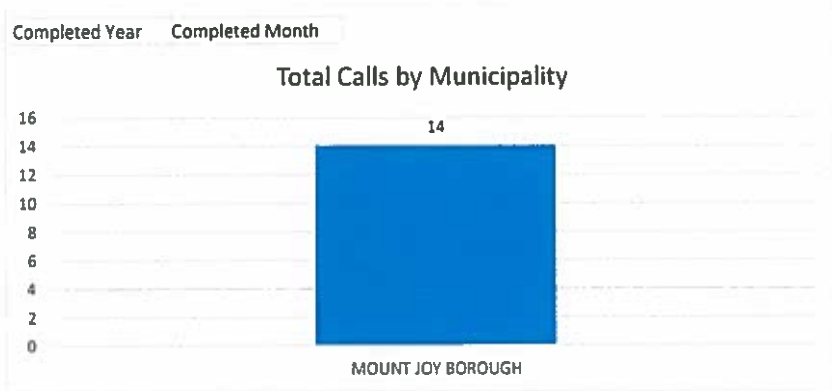


Penn State Life Lion

November 2021



Penn State Life Lion
November 2021

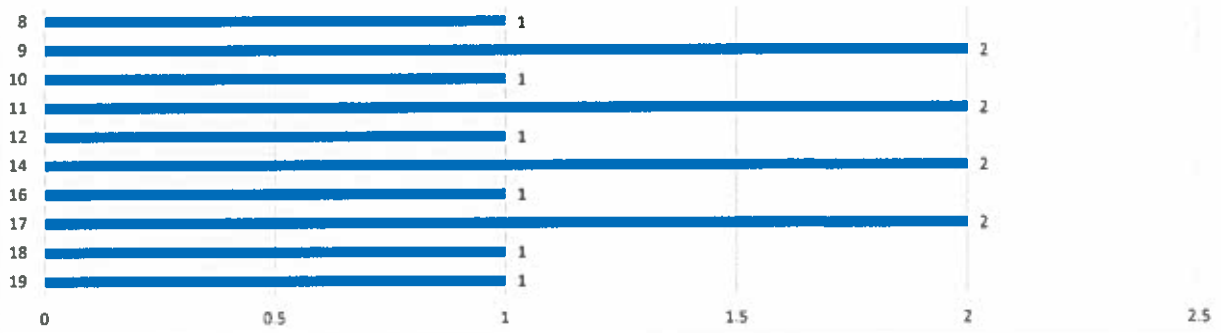


Penn State Life Lion

November 2021

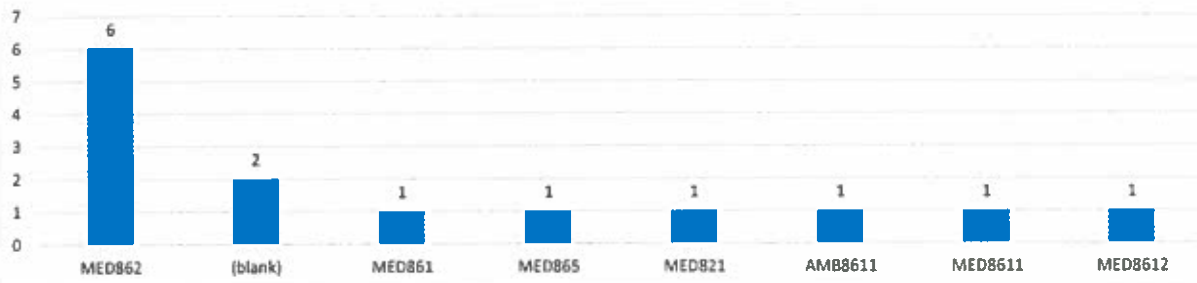
Completed Year Completed Month

Total Calls by Hour



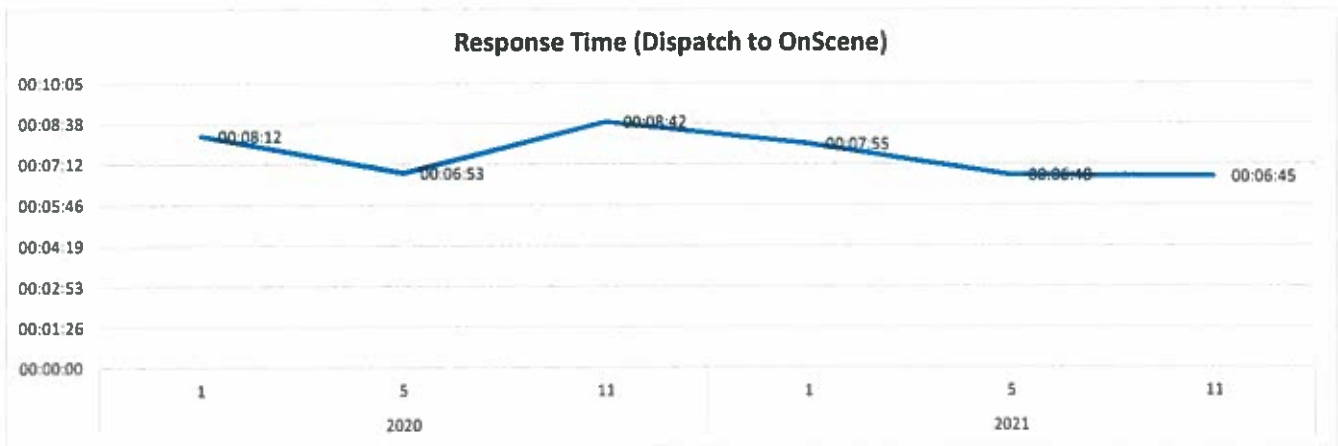
Completed Year Completed Month

Total Calls by First Unit Dispatched



Penn State Life Lion

Nov 2020 - Nov 2021





MOUNT JOY BOROUGH COUNCIL REPORT FOR DECEMBER 2021 ACTIVITIES

- Held Winterfest on December 04. Largest # of vendors on record (50) and largest crowd. Estimated crowd at 4,000 people (photograph estimate). Had some food vendors pull out because of staffing shortages.
- Working with business owner on potential tenants for property sale. Talked with 3 prospective businesses on potential purchase of property.
- Created customer database for business and automated paperwork using existing software.
- Planning Festival of the Arts for January 28/29. Already have 15+ artists registered. Discover Lancaster has already started promoting event through their enewsletter.
- Continuing to help restaurants look for employees.
- Working with three businesses downtown that are considering purchasing their buildings. Working through pros / cons of property ownership vs leasing long-term.
- Worked with landlord to fill vacant space downtown. Space was rented in 4 days once available. New tenant moving into space in February upon zoning approvals.
- Worked with landlord to fill vacant space downtown. Space was rented in 1 day. New tenant moving into space in January upon zoning approvals.
- Working on data collection for businesses early 2022. Need to update records with new operating hours.
- Starting to plan Chocolate Walk & Wine Tasting on Feb 25 / 26.

At year end, MSMJ has provided over \$150,000 worth of services into the downtown area through these types of activities. This does not include our time to create / plan / run events. Downtown businesses get these services for free if they need them.

- Writing Strategic Plans
- Product Development
- Business Recruiting
- Advertising assistance / ad creation
- Marketing assistance / marketing product material creation
- Website Creation & Maintenance, SEO Services
- Social Media Creation & Maintenance
- Retail Floor Space Modifications & Renovations
- Regulatory Compliance Assistance
- Database Creation (Customers, Inventory and)
- Material & Supply Research & Procurement
- 1-on-1 Business Consultation



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

2021 Sponsorship Update

Festival of the Arts (postponed until April)

- Major Sponsor : T-Mobile

Chocolate Walk

- Major Sponsor : T-Mobile

Craft Show

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

Car Show

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

Winterfest

- Major Sponsor : T-Mobile
- Major Sponsor: Town Lively
- Major Sponsor: Members 1st Federal Credit Union
- Sponsor: The Olde Square Inn
- Sponsor: Sheetz Funeral Home

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

Mount Joy Borough

Zoning & Code Department

REPORT

To: Borough Council; Borough Manager

From: Stacie Gibbs- Zoning, Codes and Planning Administrator

Date: December 2021

Re: December 2021 Zoning, Code and Planning Report

UPDATES

- Mount Joy Senior Housing- All conditions have been met and Plans and Agreements have been recorded, Building Permit released.
- Laurel Harvest- Settlement completed with Cresco Labs on December 10, 2021.
- 30 N. Jacob Street – Erie Insurance has completed their rough estimate of the 30 North Jacob Street fire restoration project. Berks Fire & Water Restoration are scheduled to begin clean-out and work after the Holiday.
- Mount Joy Dental- Financial security has been received. Awaiting signatures for release of Agreements and Plans to applicant for recording.

REPORT

- Preparing Annual Reports.
- Preparing letters and documents for Annual Rental Licensing for 2022.
- Conference call with Mark from Crown of Life at 610 E. Main Street regarding possible expansion if they purchase the properties.
- Phone calls and letters were sent to those rentals still in need of rental inspections.
- Reviewed ZHB application for January ZHB meeting. Prepared Agenda, Public Notices and legal ad.

MEETINGS

- Met with potential developer for 550 Clay Alley. Nothing public has been received.
- 12/13/21- Met at Laurel Harvest to review paving.
- 12/28/21- Met with folks at Laurel Harvest for Fire Protection testing.

TRAINING

MOUNT JOY BOROUGH Inspections by STACIE GIBBS: 12/1/2021 - 12/29/2021

DECEMBER RENTAL INSPECTION REPORT

Type / No / TaxNo / Subtype / Task / Notes	Pass/Fail/Comp Fee	Inspector	Date
Tenant - Property			
224 N BARBARA ST B - Tenant - Property	4503375300000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG	SG	12/13/2021
527 DONEGAL SPRINGS RD APT E - Tenant - Property	4509772400000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG	SG	12/8/2021
527 DONEGAL SPRINGS RD APT B - Tenant - Property	4509772400000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG	SG	12/8/2021
527 DONEGAL SPRINGS RD APT C - Tenant - Property	4509772400000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG	SG	12/8/2021
527 DONEGAL SPRINGS RD APT D - Tenant - Property	4509772400000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG	SG	12/8/2021
537 DONEGAL SPRINGS RD APT C - Tenant - Property	4508698000000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG	SG	12/8/2021
minimum 2A-10BC extinguisher needed			
537 DONEGAL SPRINGS RD APT D - Tenant - Property	4508698000000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG	SG	12/8/2021
minimum 2A-10BC extinguisher needed			
537 DONEGAL SPRINGS RD APT A - Tenant - Property	4508687000000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG	SG	12/8/2021
Under construction			
537 DONEGAL SPRINGS RD APT B - Tenant - Property	4508687000000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG	SG	12/8/2021
This tenant is in the process of moving out and unit is to be renovated			
639 CHURCH ST - Tenant - Property	4505709600000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG	SG	12/2/2021
2A-10BC extinguisher needed			
repair peeling paint in living room ceiling.			
Replace cracked windows in 2nd floor front and back bedroom windows			
replace curb, sidewalk and ADA ramp.			
118 S ANGLE ST - Tenant - Property	4502647700000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG	SG	12/20/2021
Need 2A-10B:C extinguisher			
10-year smokes in each bedroom and living room			
215 MARIETTA AVE APT B - Tenant - Property	4509112300000		

Type / No / TaxNo / Subtype / Task / Notes	Pass/Fail/Comp Fee	Inspector	Date
Tenant - Property			
215 MARIETTA AVE APT B - Tenant - Property	4509112300000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		12/8/2021
Min 2A-10BC extinguisher			
Tenant - Property			
215 MARIETTA AVE APT A - Tenant - Property	4509112300000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		12/8/2021
2A- 10BC extinguisher needed			
Tenant - Property			
215 MARIETTA AVE APT C - Tenant - Property	4509112300000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		12/8/2021
Tenant - Property			
527 DONEGAL SPRINGS RD APT A - Tenant - Property	4509772400000		
Tenant Space	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SG		12/8/2021

Total Inspections: 15

MOUNT JOY BOROUGH-Violations: " 12/1/2021 - 12/29/2021

DECEMBER 2021 VIOLATION AND CODE REPORT

Property

Closed

Total number of Closed Property Violations: 9

Open

Total number of Open Property Violations: 11

20

MOUNT JOY BOROUGH-MultiSelect Permits App Date: 12/1/2021 - 12/29/2021

DECEMBER 2021 ZONING AND CONSTRUCTION PERMIT REPORT

PermitNo	App Date	Issue Date	Owner	Project Addr	Descript	Fee
Building						
Com-Renovations						
Active						
210876	12/3/2021	12/21/2021	FOX CHAPEL PUBLISHING	950 SQUARE ST	Dock renovations	\$515.00
Total Com-Renovations 1						\$515.00
deck						
Pending						
210888	12/22/2021		AUMENT AMANDA AND CAMERON	311 BRITTANY LN	Install Deck	\$161.00
Total deck 1						\$161.00
garage						
Active						
210883	12/13/2021	12/21/2021	BAKER FREDRICK AND SHELLEY	232 S MARKET ST	Garage addition	\$625.00
Total garage 1						\$625.00
Res-Renovations						
Pending						
210882	12/9/2021		SLOAT ELIZABETH AND KENNETH	359 LOCUST LN	Bathroom renovations	\$169.00
Total Res-Renovations 1						\$169.00
solar panels						
Active						
210881	12/9/2021	12/20/2021	MELISSA AGNEW	246 PARK AVE	Install 22 solar panels	\$161.00
Total solar panels 1						\$161.00
Total Building 5						\$1,631.00
Electrical						
Comm - electric						
Active						
210877	12/9/2021	12/20/2021	MELHORN BOB & VIRGINIA	114 S MARKET AVE	Install meter	\$60.00
Total Comm - electric 1						\$60.00
Res-Electric						
Active						
210878	12/9/2021	12/20/2021	FOREMAN BARRY E & GLORIA J	870 TERRACE AVE	Install hot tub on existing deck	\$65.00
Total Res-Electric 1						\$65.00
upgrade						
Active						
210880	12/9/2021	12/20/2021	MT JOY BORO WATER BUREAU	221 DAVID ST	Upgrade electric	\$115.00
Total upgrade 1						\$115.00
Total Electrical 3						\$240.00
ROW						
maintenance						
Active						
210885	12/20/2021	12/20/2021	HERSHEY HEIDI AND STEPHEN	326 PINKERTON RD	Excavate to remove water from mains	
Total maintenance 1						\$0.00
Total ROW 1						\$0.00
Use						
Use						
Active						
210884	12/20/2021	12/23/2021	CBH GROUP II LLC	955 W MAIN ST	New Business - CimQuest	\$60.00

PermitNo	App Date	Issue Date	Owner	Project Addr	Descript	Fee
Use						
Use						
					Total Use 1	\$60.00
					Total Use 1	\$60.00
 Zoning						
gazebo						
Active						
210874	12/2/2021	12/2/2021	RUANO PABLO	512 CREEKSIDE LN	build gazebo	\$40.00
					Total gazebo 1	\$40.00
Shed						
Active						
210886	12/20/2021	12/20/2021	GOODWILL SCOTT W & MARY E L	250 SCHOOL LN	Install larger shed	\$40.00
					Total Shed 1	\$40.00
					Total Zoning 2	\$80.00
Total Permits: 12						\$2,011.00

BUILDING PERMITS ANALYSIS OF FEES RECEIVED

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

MOUNT JOY BOROUGH-StormWater Permits App Date: 12/1/2021 - 12/29/2021

DECEMBER 2021 STORMWATER PERMIT REPORT

PermitNo	App Date	Issue Date	Owner	Project Addr	Descript	Fee
StormWater						
Exemption						
Active						
210887	12/20/2021	12/20/2021	GOODWILL SCOTT W & MARY E L	250 SCHOOL LN	Install larger shed	\$50.00
210875	12/2/2021	12/2/2021	RUANO PABLO	512 CREEKSIDE LN	Install gazebo	\$50.00
Pending						
210889	12/22/2021		AUMENT AMANDA AND CAMERON	311 BRITTANY LN	Install deck	\$50.00
Total Exemption 3						\$150.00
Total StormWater 3						\$150.00
Total Permits: 3						\$150.00

STORMWATER PERMITS COMPARISON SPREADSHEET

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

MOUNT JOY BOROUGH-ROW Permits App Date: 12/1/2021 - 12/29/2021

DECEMBER 2021 STREET OPENING PERMIT REPORT

PermitNo	App Date	Issue Date	Owner	Project Addr	Descript	Fee
ROW						
maintenance						
Active						
210885	12/20/2021	12/20/2021	HERSHEY HEIDI AND STEPHEN	326 PINKERTON RD	Excavate to remove water from mains	\$75.00
					Total maintenance 1	\$75.00
					Total ROW 1	\$75.00
					Total Permits: 1	\$75.00

STREET OPENING PERMITS COMPARISON SPREADSHEET

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



**BOROUGH OF MOUNT JOY
STORMWATER MANAGEMENT REPORT**

TO: Mount Joy Borough Council

FROM: Dave Salley, Assistant Public Works Director

DATE: December 28, 2021

RE: Stormwater Management Report for December

Stormwater/Public Works:

- Make-A-Wish planning
- Presentation about Chesapeake Bay Landscape Professionals (CBLP) MS4 lunch & learn
- Stormwater permit reviews for 906 Donegal Springs Rd
- SR 772 planning
- Heritage grant meeting
- Response to stormwater concerns from residents
- Removal of debris and managing stormwater facilities during rain events
- Melhorn basin discussion with owners
- Leaf collection
- APWA winter weather outlook meeting
- SW funding online seminar
- NFWF Grant administration
- Little Chiques Creek streambank restoration grant project overview
- Attended CCWA tree planting
- Attended Staff meetings
- Attended PW staff meeting
- Attended Council meeting



10j

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

TO: Mark Pugliese, Borough Manager

FROM: Dennis Nissley, Public Works Director

DATE: December 28, 2021

RE: Public Works Department Activities for December 2021

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

- Parks – Leaf cleanup
- Parks – General Parks maintenance,
- Parks – Equipment maintenance
- PW/Parks bi-weekly scheduling and planning meeting
- PW – Leaf Collection
- PW – Equipment maintenance
- PW – Prepare equipment for winter maintenance
- PW – Attend APWA meeting, topic Winter Weather Outlook
- Stormwater – Meet with engineer to discuss MS4 updates and project planning
- Signs – Repair and replacement as needed
- Signs – Conduct Retroreflectivity survey
- Compost Site – Screen material
- Compost Site – Material grinding
- Meet with Codes Official and contractor and owner of 906 Donegal Springs Rd to discuss plans
- Attend Public Works Committee meeting
- Attend Borough Council meeting
- Attend staff meetings
- Attend meeting with Make-A-Wish representatives
- Attend Center for Water Quality Excellence meeting on Stormwater funding
- Attend virtual LTAP webinar on Traffic Calming
- Participate in walkthrough inspection of New Street and S. Jacob Street.
- Inspect sidewalks at the Lakes
- Plan meeting and send notices for property owner meeting for Pinkerton Road concerning curb installation and project coordination
- Communicate with contractors concerning Pinkerton Road curb installation

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

From: Joseph Ardini

December 2021 Authority Administrator Report

1. Clarifier/Thickener Project:
 - The new driver unit was placed onto the bridge structure.
 - Electrical connections were completed.
 - Unit was tested and adjusted.
 - A walkthrough was completed, and punch list generated for the contractor.

2. Wastewater staff replaced the influent grinder at pump station #1 on Joy Ave.

3. Authority staff worked on water meter repair orders after quarterly water meter reading concluded.

4. Authority submitted a renewal application to SRBC for well #3 as required.

5. Authority staff continued review and involvement on the following projects:
 - 1580 Strickler Road – Taco Bell Property
 - 1156 Five Star Drive - Amazon
 - Completed walkthrough of the Laurel Harvest Project and created a punch list for the contractor.
 - Covanta stormwater plans in Rapho Industrial Park.
 - T-Mobile/Shantel upgrade at the Lumber Street Hydropillar: provided written response to provided plans.
 - Gerberich-Payne Building – reviewing submittals for the project related to water & sanitary sewer.

To: Borough Council
From: Jill Frey - Assistant Borough Manager/Finance Officer
Date: 12/31/21

Attached you will find the following items:

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

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

For the Capital Fund, we received anticipated Grant funds as follows: on 12/1/21 for NFWF Pa LGI Grant Reimbursement in the amount of \$83,291.07, and on 12/20/21 for NFWF SWG Grant Reimbursement in the amount of \$39,425.46. A special thank you to Public Works for all the hard work on this.

For Refuse Fund, the account balance last year, as of 12/31/20, was \$654,455.45. Also, bills have gone out and we will receive a bulk of our revenue in January.

- 2. CARES Act and ARPA Committed Funds Report - A report of the detailed activity relating to the CARES Act and the ARPA. This is a new report I created starting with my December report. You will continue to see this each month here after.

- 3. General Fund Budget Report - A report that shows the month-to-date, year-to-date, 2021 adopted budget, 2021 remaining budget and the percentage used for each line item.

As of the end of December we are in a good place concerning our 2021 budget projections. Overall, we have received 110.5% of our anticipated revenues and exhausted 99.5% of our anticipated expenditures. Note that the report includes the CARES and ARPA money received, therefore showing a total percentage of revenue at 115.92%. When retracting the CARES and ARPA money, the total percentage of revenue received is at 110.5%, which is still exceptional.

- 4. Refuse Fund Budget Reports - A report that shows the same items as the General Fund budget report, only for the Refuse Fund. I have decided to include this report since it is the end of the year.

With the 2021 Refuse Fund budget, Council approved to use \$110,461 of the fund balance. This does not show on the budget reports. I have included a report like the one you are used to seeing during budget season with year-to-date figures updated to give you a clearer picture.

You will see a deficit for the year 2021 of \$55,822. The ending balance 12/31/20 was \$654,455., and the ending balance 12/31/21 is \$598,412. The difference between last year and this year's fund balance is \$56,043 less. Although we will have to dip into the fund balance, we will not have to use the full \$110,461, as anticipated.

If any of you have questions, please feel free to ask.

Respectfully submitted,

Jill Frey
Assistant Borough Manager/Finance Officer



10m

MOUNT JOY BOROUGH MEMORANDUM

TO: Borough Council

FROM: Mark G. Pugliese I, Borough Manager

DATE: December 28, 2021

RE: Manager's Report

1. I have processed three (3) Right-To-Know Requests in December. Two of them were time consuming, and one had to advise of the 30-Day extension because it refers to an Ordinance that was enacted some time between 1959 and 1963. Those records are maintained at the Historical Society.
2. As I have been mentioning in previous monthly reports that there may be an opportunity for some state grant monies specifically for Kunkle Field/Borough Park. We are continuing the process of costing out the improvements.
3. As you know, Council passed the 2022 Budget at the November 1, 2021, meeting. Staff and I took care of the final amendments as well as properly advertising the meeting dates which is scheduled to appear on the December 15, 2021 edition of LNP.
4. I have no updates with regards to the Municipal Service Authority that is looking at forming an authority so that they may charge for emergency medical services.
5. In reference to the Ground Ambulance Service Agreement, I have sent an email to Penn State Health Life Lion LLC to schedule a meeting to discuss updates. I have been advised that their legal department is reviewing our requests.
6. I continued to assist the Borough's Police Contract Negotiating Committee and the Borough's Labor Attorney to negotiate the Collective Bargaining Agreement as well as the Police Association and Councils items in dispute. The committee met with the Association on Tuesday, 12/14/2021. A tentative agreement has been reached and will be brought to you for an Executive Session on 1/3/2022.
7. Staff continues to work on a new Community Guide/Map with updated Borough information and new business advertisements. We are hoping for an early 2022 distribution.
8. We have ordered a new copier and are awaiting its arrival but unfortunately like most things, there is supply chain issue. The assistant Borough Manager will be contacting our current copier lesser to see if they will allow a month -to-month lease while we wait for ours to come in.
9. Reference to BMP 107, I have asked Dave Salley, Asst. Public Works Director to contact the owners to get an update.
10. Reference to Brady's Alley, I have engaged the services of DC Gohn to perform the survey work. This was due, in part, because they had completed the survey work for the Garber property and would have a fair amount of the figures and mapping point already on file. I have asked for Advanced notice as to when they will be doing their survey work so that the property owners are aware of what is taking place.
11. Reference to the new building. The Ad Hoc Committee met on 12/14/2021. There is an update with regards to the survey, DC Gohn has completed the field work and their findings to the Ad Hoc Committee. Apparently the property line actually goes through a small portion of what was the candy store that is owned by the Borough.
12. I continue to attend the Mount Joy Community Foundation meetings as their Recording Secretary. Reminder that there is a dual meeting between Council and the Foundation for January 27, 2022, at 6:30 pm. This is the normal night for the Admin & Finance Committee meeting. The first portion of this scheduled meeting will be with full

- Council and the Foundation Board. Once Foundation business is completed the Committee will continue to proceed with their agenda. All other Council members and the Foundation Board will be excused at this time. I
13. Train Station Deed. No new information.
 14. Grants – I have updated and provided each of you with a copy of the Grant spread sheet. Below are some updates.
 - a. DCED Multimodal Transportation Fund Grant – Both President Hall and Mayor Bradley electronically signed the grant documents. I am waiting for the physical documents and reimbursement instructions. I've already spoken with the contractor who will be providing the RRFB for the crosswalks to put them on notice that we will be receiving the grants as well as our engineers who will prepare PennDOT paperwork.
 - b. Smart Growth Transportation Grant – We have received four copies of the Active Transportation Implementation Guidebook. Final invoice has been submitted to Penn DOT for reimbursement. Process is extremely slow on their end.
 - c. NFWF Grants – waiting for reimbursement of expenses.
 - d. Growing Greener Grants (2) – submitted and awaiting word on approval.
 - e. 902 Recycling Grant – Submitted and awaiting word on approval.
 - f. Capital Budget Request – Submitted and awaiting word on approval.
 - g. Lancaster County Bicycle Club Grant- I am working with Main Street Mount Joy and the Public Works Department/Committee to determine the need for bicycle racks in the downtown business area as well as the parks. If there is a need then we may be able to get funding from the LCBC.
 15. I attended a virtual meeting with the Lancaster County Legislators and Municipal Managers that was held on Wednesday, December 8th. Topics included-
 - a. Radar use for local municipalities. There continues to be legislation in committees and has been that way for at least 40 years. Pennsylvania is the only state in the nation that does not permit municipal officers to use radar to enforce state law and making the roads safer for all the state's residents and visitors. This is more of a political issue than it is an issue regarding increase safety and saving lives.
 - b. 2022 State Budget and how it may affect local municipalities. The main point discussed was the affect of electric/hybrid vehicles on the funds received for highway aid. Representative Fee & Miller indicated that there is legislation that would impose a fee for these types of vehicles.
 - c. Civil Service hiring requirements. Discussion on the inequalities in hiring between Boroughs and 2nd Class Townships. Columbia Borough is drafting a resolution and will forward it to municipalities for review. This is in you packet for initial discussion at the committee meeting.
 - d. Fireworks legislation – there is going to be a joint meeting on December 15th with the House & Senate to discuss possible limitation and stricter enforcement abilities for local municipalities. UPDATE, this meeting did take place and I am told that the committee is very open to change and or repealing the fireworks law.
 - e. Legal advertising requirements for Borough & Townships. Discussion revolved around the need to include website/internet advertisements. Representative Miller stated he has introduced HB2148 that will allow for both. This was highlighted by the recent incident involving LNP.
 16. EdgeUp is currently working on the AV equipment for Council Chambers. Work should be completed the week of January 10th. Admin and Finance Committee is reviewing procedural guidelines

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

End of Report

**BOROUGH OF MOUNT JOY
LANCASTER COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2022-01

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF MOUNT JOY CALLING FOR THE PENNSYLVANIA STATE LEGISLATURE TO REMOVE THE CIVIL SERVICE PROCESS REQUIREMENTS IN CHAPTER 11, SUBCHAPTER J FROM PA GENERAL ASSEMBLY TITLE 8, MORE COMMONLY REFERRED TO AS THE PENNSYLVANIA BOROUGH CODE.

WHEREAS, Title 8 section 1121 allows Borough Council to establish a police department and provides that all officers within that department are granted the powers and abilities provided by the law of the Commonwealth; and

WHEREAS, powers and abilities granted under the law of the Commonwealth with respect to police officers is generally consistent across all classes of municipalities within Pennsylvania; and

WHEREAS, the number of individuals pursuing a career in law enforcement is shrinking; and

WHEREAS, the desire for municipal police departments to attract police officer candidates that more closely match the demographics of the communities they serve is great; and

WHEREAS, Title 8, Chapter 11, Subchapter J does not allow direct offers of full-time employment prior to the completion of the Civil Service process; and,

WHEREAS, the time needed to comply with Title 8, Chapter 11, Subchapter J when attempting to hire a full-time police officer result in a competitive disadvantage for Borough talent acquisition as related to other municipality classes; and

WHEREAS, Boroughs are able to hire part time police officers without following the process outlined by Title 8, Chapter 11, Subchapter J; and

WHEREAS, the full provisions on Title 8, Chapter 11, Subchapter J create delays in hiring police officers which directly result in delays getting an officer functioning as a full member of the police force.

NOW, THEREFORE, IT BE RESOLVED, the Borough Council of Mount Joy Borough B is calling for the Pennsylvania State Legislature to amend Title 8 to remove Subchapter J from Chapter 11.

RESOLVED AND ADOPTED this _____ day of _____ 2022 by the Mount Joy Borough Council.

ATTEST:

Mount Joy Borough Council

(Assistant) Borough Manager and Secretary

Borough Council (Vice) President

SEAL

TO:
LEGISLATORS of the HOUSE
LEGISLATORS of the SENATE
GOVERNOR

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

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

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

Local councils and boards have long had the authority to create and modify zoning regulations that best reflect the unique characteristics and needs of the community. Act 50 removes this authority and hands it over to Big Telecom.

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

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

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

In other words, Pennsylvanians can look forward to have antennae on their lawns, backyards, and randomly throughout their community.

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

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

However, Act 50 does, in fact, strictly limit municipal zoning and other powers.

Our council understands the advantage to Telecom providers of having a state-wide, uniform set of zoning

codes and standards as it applies to antenna location. However, even the smallest local engineers, developers, and construction companies routinely navigate zoning regulations which change at the municipal line.

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

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

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

-END-

NOTES:

Act 50 hands control over 5G attena locations to powerful telecommunications companies

Act 50 hands control over 5G attena locations to powerful telecommunications companies

Objects to the imposition of Act 5 upon our comities. Act 50 effectivley removes time honroed local control over zoning issues

Grants enormous power to telcom companies over our communities

Failles to recognize...

Mount Joy Borough Council

Memorandum of Understanding (MOU) Terms and Conditions for Employment as Police Chief

THIS MEMORANDUM of the terms of employment for Robert Goshen ("Goshen"), Chief of Police ("Chief" or "Employee") by Mount Joy Borough ("Borough" or "Employer"), Lancaster County, Pennsylvania, in the Borough's Police Department ("Department") is made and endorsed by the parties hereto on the dates indicated below based on the following terms and conditions of employment (the Employee and the Borough shall be collectively referred to as the "Parties"):

WITNESSETH:

WHEREAS, Employer and Employee recognize that the position of Police Chief is not included in the police bargaining unit represented by the Mount Joy Borough Police Officers Association ("Union" or "Association") and,

WHEREAS, subject to the above and to the other conditions hereinafter set Employer and Employee desire to memorialize the terms of their understanding of the terms and conditions of employment of Goshen as the Borough's Police Chief; and

NOW, THEREFORE, Employer and Employee agree to the following terms and conditions of employment which will apply for so long as Employee is employed by the Employer as a Police Chief or until changed by mutual agreement:

I. EMPLOYMENT.

- A. Parties agree that the terms of employment commence on January 3, 2022 Goshen, as Police Chief, shall perform the functions and duties of that position as defined and modified from time to time, by the Borough including supervising and managing the Borough's police officers, enforcing the laws of the Commonwealth and performing supervisory, investigative and patrol duties as operationally needed and directed by the Borough.
- B. Employee agrees that he will at all times faithfully and to the best of his abilities perform his duties as Chief Administrative Officer of the Mount Joy

Police Department to the reasonable satisfaction of the Mayor and Borough Council.

II. TERM.

- A. Employer and Employee recognize that under applicable laws, regulations, and ordinances, the position of Police Chief is a position not covered by the collective bargaining agreement and that the Employee serves at the pleasure of the Borough Council. The terms of this MOU and the Police Chief's performance shall be reviewed by the Borough Council and Mayor on an annual basis.

III. COMPENSATION and BENEFITS.

- A. The Employee will exercise his duties with full faith, fidelity, loyalty, and allegiance to the Commonwealth of Pennsylvania, the Borough and its taxpayers and residents .
- B. Goshen's salary shall be determined on an annual basis by Borough Council. Goshen is an exempt management employee and is not entitled to overtime pay or any other benefits listed in the collective bargaining agreement unless those benefits are specifically listed in this MOU.
- C. Goshen shall be entitled to the same health and prescription benefits that are provided to the Borough's police union employees under the police collective bargaining agreement. Goshen shall pay the same health care contribution and prescription co-pays that are payable by the Borough's police employees under the police collective bargaining agreement. Goshen if he so desires shall have the right to opt out of Borough health benefits upon providing written notice to the Borough that he has health coverage from another source .
- D. Goshen shall be entitled to life and disability insurance provided by the Borough.
- E. Goshen shall be subject to the Borough's leave policies including accrual of leave policies. Should employee resign or retire from Borough employment

and provide ninety (90) days' notice of said resignation or retirement employee shall be paid his accrued unused leave. Employee shall not be paid his accrued leave if he fails to provide this notice.

- F. Goshen shall be entitled to all holidays which shall be accrued on the date the holiday occurs. If Goshen works the holiday he shall be entitled to a day off subject to the approval of the Mayor.
- G. Goshen shall be provided four (4) weeks of annual vacation. Vacation shall be earned throughout the year whereby Goshen shall be entitled to two weeks on January 1 and the balance on June 1. Goshen shall be permitted to carry over each year a maximum of one week of vacation that must be used in the next calendar year. Any vacation between September 1 and December 15 must be preapproved by the Mayor.
- H. Goshen shall be entitled to participate in the police pension plan and make the same pension contributions as required in the police collective bargaining agreement.
- I. This MOU sets out Goshen's pay and benefits which shall be reviewed annually at the end of each calendar year to determine any adjustment to pay and benefits for the next calendar year. Annual increases shall be based on Employee's overall performance, including annual performance evaluations, daily performance observations made by Borough Council and the Mayor. Any pay increase shall be determined by Borough Council in its discretion.
- J. Employer shall reimburse Employee for all necessary and reasonable business expenses, including dues for work related organization(s), incurred in the performance of Employee's duties and in accordance with the Borough's policies governing reimbursement of expenses as established or as amended from time to time. Approval for expenditures shall be brought before and approved by Borough Council prior to the same being incurred.
- K. The Employee will be provided twenty-four (24) hour use of a department vehicle in his official capacity, which will include driving to and from work to home. The vehicle may only be used for official use related to the duties of the Police Chief. Insurance, fuel, maintenance, and repairs to this vehicle

will be paid by the Department. Employee is required to comply with all Borough policies regarding the use of such vehicle, including any existing or future policy regarding cell/smart phone use or the use of other technology while operating the vehicle.

- L. The Borough shall provide employee with uniforms and related items in accordance with a standard issue of uniform items to be determined by the Borough. Such items are to be used only in connection with police service to the Borough. The Borough may, at its sole discretion, repair or replace, upon request by an employee, any uniform item no longer fit for service. Such item, if deemed to be unsuitable for service, shall be returned to the Borough and the Borough shall authorize the purchase of a replacement item in kind. The Borough shall pay for the cleaning of all uniform items in accordance with the rules and regulations to be determined by the Borough. All uniforms and related items issued by the Borough are the property of the Borough and shall be returned to the Borough upon termination of employment.
- M. Employee will be provided an internet capable phone by the Borough which will be purchased by and monthly fees paid by the Borough. Employee shall use this phone for work-related purposes and comply with any Borough policies regarding technology/phone usage. Employee will be permitted reasonable personal use of this phone subject to Borough policies. The Borough Council and the Mayor shall have the right to review the phone usage to ensure that all phone usage is in compliance with Borough policies.
- N. Employer agrees to pay such professional and civic dues and for such professional subscriptions of the Employee as are necessary for the Employee's performance of his duties as Police Chief as established and approved by the Mayor.
- O. The expenses of attending educational seminars and professional conferences or meetings shall not be reimbursed unless prior approval of the Mayor or Borough Council is sought and obtained. Any seminar, conference, or meeting attended by the Employee at his own expense must be attended during the Employee's own time or vacation time unless prior approval of Borough Council is obtained to attend, without loss of compensation or vacation time. Reimbursement of any expense shall be approved by Borough Council or its designee

- P. Employee duties shall be his sole full-time employment and Employee shall not perform any work for any other employer including consulting services without the express pre-approval of Borough Council.

V. PERFORMANCE EVALUATION.

- A. Employer or Employer's designee shall review and evaluate the performance of Employee annually beginning in 2020; Employer shall provide the Employee with a copy of the evaluation and give the Employee the opportunity to discuss said evaluation with the reviewer. Employee may supplement the evaluation with a written response to the Employer within thirty (30) days of Employee's annual review.
- B. The Mayor shall, from time to time, attempt to define such goals and performance objectives as are necessary for proper management of the Department and the implementation of the Department's policies. Such goals and objectives may be reduced to writing and may be formulated in consultation with the Employee.

VI LIABILITY INSURANCE.

- A. The Borough shall provide, at no cost to the employee, liability insurance to provide insurance coverage consistent with applicable law for any liability resulting from employee's good faith execution of his Borough police duties. Employee's liability policy coverage levels shall be the same as the coverage levels provided to bargaining unit employees.

VII. MISCELLANEOUS.

- A. **Governing Law.** This Memorandum shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.
- B. **Entire Agreement.** This Memorandum contains the entire agreement between the parties. There are no oral or written terms other than those herein contained. This Memorandum may not be modified unless approved in writing and signed by the parties. Employee is not entitled to any benefit or term of compensation not listed herein.

IN WITNESS WHEREOF, the parties have executed this Memorandum on the _____ day of January, 2022.

Mount Joy Borough

By: _____
President, Mount Joy Borough Council

Date Signed: _____

By: _____
Robert Goshen

Date Signed: _____

Mount Joy Borough Council

Memorandum of Understanding (MOU) Terms of Employment for the Position of Borough Manager

THIS MEMORANDUM of the term of employment for Mark G. Pugliese I (Employee) as Borough Manager by Mount Joy Borough (Borough or Employer), Lancaster County, Pennsylvania is made and endorsed by the parties hereto on the dates indicated below based on the following terms and conditions of employment.

- 1. **EMPLOYMENT STATUS:** Employee is employed as a non-civil service, at-will Manager. Employee is also a non-bargaining unit, exempt employee under the Fair Labor Standards Act and is not eligible for overtime pay or "compensatory time." This issue is discussed in more detail under paragraph 8 of this MOU. Because employee is not part of any bargaining unit, this MOU sets forth your terms and conditions of employment.
- 2. **DUTIES:** Employee shall perform the duties of the Manager as established by the job description for the position of Manager, as may be amended in the future, as well as such other legally permissible and proper essential duties and functions as assigned /required by statutory law and as the Council shall, from time-to-time, assign.
- 3. **SALARY:** Employee's annual salary shall be based on the performance of the Manager and shall be determined by the Borough Council.
- 4. **RELOCATION:** Chapter 40 of the Code of Ordinances requires the manager to establish a permanent residence in the Borough. Council waives that requirement.
- 5. **BENEFITS:** While an active employee, employee shall be entitled to all health care and other insurance benefits available to the Borough's non-uniformed employees as set forth, inter alia, in the Borough's Employee Handbook, as amended from time to time.
- 6. **LEAVE TIME:** While an active employee, employee shall be entitled to all categories of leave time available to the Borough's non-uniformed employees as set forth, inter alia, in the Borough's Employee Handbook, as amended from time to time.

As a recognition of prior municipal service, the Borough will provide employee 20 days (four weeks) of vacation on January 1, 2022, after which employee will accrue vacation normally.

- 7. **PENSION BENEFITS:** Employee shall be entitled to participate in the existing Non-Uniformed Employees' Pension Plan of the Borough. Both parties agree to make any necessary contributions in accordance with the existing or future requirements of the existing Non-Uniformed Employees' Pension Plan.
- 8. **OVERTIME/COMPENSATORY TIME:** Employee is considered an exempt, salaried management employee for purposes of the Fair Labor Standards Act, as well as for purposes of any other applicable state and federal labor and employment laws and regulations. Employee's current annual base salary is intended to compensate said employee for all the work time which may be necessary to perform employee's job, regardless of the number of hours actually worked, and overtime pay is not available to employee. Council anticipates that employee will be in the Borough office (or performing tasks for the Borough at meetings out of the office) during the Borough's normal business hours of 7:00 am to 4:00 pm to enable employee to meet with other Borough employees, to meet with or interact with citizens and other persons having business with the Borough, and to respond to inquiries from members of Council. If employee is required to attend to Borough business outside of normal business hours, including but not limited to attendance at Council and Committee meetings,

employee will be entitled to compensatory time at the rate of one hour for each hour spent outside of normal business hours. Employee must keep a record of all compensatory time accrued and approved and also provide such information to Council as part of your regular Manager's Report. Employee must use such compensatory time within thirty (30) days after it is accrued, and use of compensatory time must not interfere with normal Borough operations. If employee plans to use compensatory time, employee must notify the Borough office that he is doing so and provide a schedule of when employee will be in the office. Any use of compensatory time in excess of four hours in a single day will require approval of the Council President. Compensatory time not used within 30 days, unless Council agrees to a carry over, will be lost. Employee shall not be entitled to any payment for compensatory time upon separation from employment.

9. **DIRECT REPORT:** Consistent with the terms of the Borough Code, employee shall be responsible to Borough Council for the discharge of his duties as Manager.
10. **OUTSIDE EMPLOYMENT:** No outside employment by employee is authorized unless approved in advance by Borough Council and in no case shall any outside employment interfere with employee's duties as Manager. If employee does engage in outside employment the Borough then requests the following:
 - a. The Borough must approve, in advance, any outside employment.
 - b. For each outside employment engagement, please indicate how employee will be using leave time to ensure that the Borough is not paying him while employee is engaged in outside employment.
 - c. Employee will further be expected to understand that any arrangement for outside employment must not conflict with the Borough's interest or Borough employment and that any compensation received will not conflict with any law or regulation governing public officials.
11. **USE OF CELLULAR TELEPHONE:** Employee's use of a Borough- issued cellular telephone must be limited to official business, and any personal use that results in additional costs to the Borough shall be reimbursed by the Manager.
12. **PERFORMANCE REVIEW:** Borough Council will perform at least an annual (and perhaps more frequently, based on Council's view) review of employee as Manager to determine employee's performance as Manager. Council believes that this review is necessary to ensure that employee, as Manager, and Council are mutually accountable to the performance standards set and to set a baseline for discussions regarding employee's future compensation as Manager. Employee will be reviewed on his adherence to the essential functions of employee's job description, employee's adherence to the budget as set by Council, and employee's adherence to any goals set by Council and communicated to employee. These goals may be amended from time to time but they presently include, and are not limited to, the following:
 - a. Working cooperatively with the Mayor and Borough Council.
 - b. Attending all regular meetings of Borough Council and additional meetings, when requested
 - c. Adhering to the annual Budget set by Council and advising Council if the Budget exceeds the Budget prior to expenditure in excess of any particular budget line.
 - d. Promptly and regularly advising Borough Council or its designated committee of all disciplinary actions above level of oral reprimand.

- e. Implementing and adhering to directives and policy guidance provided by the Mayor and by Borough Council in the manner and the timeframes set forth therein.
 - f. Demonstrating the ability to work with existing personnel, Department Heads and appointed professionals in a manner which creates a team approach to problem solving where all points of view are respected and regular communication achieved.
 - g. Meeting the expectations of your job description as incorporated by reference herein.
13. **BONDING:** The Borough shall bear the full cost of any fidelity or other bonds required of employee under any law, ordinance, or contract.
 14. **INDEMNIFICATION:** Unless it has been judicially determined that an act of the Manager caused a tortuous injury, and that such act constituted a crime, actual fraud, actual malice, or willful misconduct, the Borough shall defend, save harmless and indemnify employee against any tort, contract, statutory, or other liability, claim, demand or other legal action, whether groundless or otherwise, arising out of, or in any way relating to, an act, or an omission to act, occurring in or as a result of employee's duties as Borough Manager. This obligation applies without regard to whether the liability involved is covered by insurance and it applies without regard to whether the liability results from judicial decision by the Borough or its insurer to compromise or settle a claim, suit, complaint, or other legal allegation unless otherwise earlier terminated as set forth herein.
 15. **SEVERABILITY:** If any section, provision, or any portion thereof of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.
 16. **GENERAL PROVISIONS:** The parties further agree that the foregoing comprise the terms and conditions of employment. Notwithstanding the foregoing, this MOU, which outlines the terms and conditions of employment as Manager shall not be construed as a contract nor is it a guarantee of any specific term of employment, salary, or other benefit. Any provisions, compensation or benefits contained in any other prior letter, any discussion or any other document previously addressing the terms and conditions of employment were (and are) void and, therefore, had no legal effect as of the date of this Agreement.
 17. **TERM:** Consistent with Section 1142(b)(2) of the Borough Code, this Agreement shall be in effect as of January 3, 2022, and will terminate no later than two years after the effective date of the agreement or the date of the organizational meeting of council following the next municipal election, whichever occurs first. Notwithstanding the term of this Agreement, employee will remain an at-will employee and, consistent with Section 1142(b)(3) of the Borough Code, this Agreement does not guarantee employment through the term of this Agreement or confer upon employee any legal remedy based on specific performance.

Council (Vice) President (Employer)

Date

Mark G. Pugliese I (Employee)

Date

ROTARY PARK MAINTENANCE RESPONSIBILITIES MEMORANDUM OF UNDERSTANDING

PARTIES:

(MJB) Mount Joy Borough – Lessee

- Borough Manager – manager@mountjoy.org
- Public Works Director – dnissley@mountjoy.org
- Parks Superintendent – barry@mountjoy.org
- Asst Public Works Director – Dsalley@mountjoy.org

(RC) Rotary Club of Mount Joy – Facilitator

- Rotary President – mountjoypres@gmail.com
- Dave Christian – dave@dcalarch.com
- Joanne Pinkerton – joanne@gatheringplacemj.com

(DYS) Donegal Youth Soccer – User

- fields@donegalyouthsoccer.org

(MJAA) Mount Joy Athletic Association – User

- John Jones – johnjones114@comcast.net
- Jen Gehman – sendthis2jen@yahoo.com
- Maria Dickson – mio8827@hotmail.com

(DBSA) Donegal Youth Baseball – User

- Andy Bradford – fields.dbsa@gmail.com

(LCCTC) Lancaster County Career and Technology Center – Owner/Lessor

- Principal - dmsmith@lancasterctc.edu

Norlanco-Rheems Kiwanis Club – Playgrounds

- Scott McCabe - scott.mccabe77@gmail.com

David Eichler – Vending Machines

- Deichler159@comcast.net

INTRODUCTION:

- Rotary Park is an approximate 13 acre park situated on land owned by the LCCTC and leased to Mount Joy Borough.
- Creation of the park was facilitated by the Rotary Club of Mount Joy.
- The park was developed using over \$325,000 in private funds raised by the Rotary Club of Mount Joy in combination with a \$175,000 Growing Greener grant received from the Pennsylvania Department of Conservation and Natural Resources.
- A formal agreement identifying specific maintenance responsibilities of the parties to this Memorandum of Understanding was previously mutually established.

- E. The park is almost exclusively utilized by youth soccer teams of the DYS (Donegal Youth Soccer) and youth baseball teams of the MJAA (Mount Joy Athletic Association) and DBSA (Donegal Baseball Softball Association).
- F. All parties have agreed that a formal Maintenance Responsibilities Memorandum of Understanding should be developed and approved by all parties, so that overlaps and/or voids in required maintenance tasks do not occur.
- G. All parties shall be equitably involved to the extent that they are physically and financially capable, so that User Fees paid for by the users can be avoided for as long as possible.

SPECIFIC MAINTENANCE RESPONSIBILITIES:

H. Lawn Mowing (Exhibit "A")

1. The Rotary Club of Mount Joy will be responsible for mowing the three fields as shown in green on the attached mowing exhibit. This area equals approximately 3.30 acres.
2. Mount Joy Borough will be responsible for mowing the perimeter of the fields as shown in yellow on the attached mowing exhibit. This will include the major drainage swale west of the Don "POP" Staley Field left field foul pole. This area equals approximately 3.17 acres.
3. The LCCTC will be responsible for mowing all park lawn areas east of the Don "POP" Staley left and right field foul poles and the slope north of the major drainage swale as shown in pink on the attached mowing exhibit. This area equals approximately 2.91 acres.
4. The Borough, the Rotary Club of Mount Joy, and the LCCTC will each be individually responsible financially for their respective portion of the mowing as defined above.
5. Mount Joy Borough will be responsible for the operation and maintenance of the entire drainage swale.

I. Fertilizers and Weed Control

1. All turf fertilizers and turf and picnic area weed control will be applied by Pennsylvania Department of Agriculture licensed applicators employed or contracted by the Borough. The turf fertilizer and weed control plan shall be established and implemented by Mount Joy Borough staff to provide a pleasant and safe environment within which to enjoy the park's facilities.
2. The fertilizer and weed control costs will be divided five ways evenly among the following organizations, Borough, Rotary Club, MJAA, DBSA, and DYS.

J. Tree Maintenance

1. Trees will be maintained to promote public safety and tree health.
2. Tree maintenance will be performed by Borough staff or Borough contractor.
3. Tree maintenance will be funded equally by the Borough (1/2) and the Rotary Club of Mount Joy (1/2 up to defined maximum annual limit as defined in item EE).
4. If a tree is deemed to be unsafe and emergency tree maintenance is required due to wind or lightning damage, etc., tree maintenance will be funded entirely by Mount Joy Borough

K. Baseball Responsibilities (100%)

'Baseball' shall refer to Mount Joy Athletic Association (MJAA) and Donegal Baseball Softball Association (DBSA), jointly and severally. It is agreed between the two organizations that MJAA and DBSA will share use and maintenance as outlined below on a 50/50 basis unless otherwise agreed to, in writing, by both organizations. MJAA will take the lead in ensuring all the below responsibilities are completed and will source materials, 3rd party contractor labor (Any subcontractors, and applicators would need to provide proof of appropriate licensing and insurance) and _____ with regular consultation with DBSA. DBSA will reimburse MJAA for 50% of the materials, 3rd party contractor labor and _____ unless another arrangement is made, in

writing, for a specific project.

MJAA and DBSA will create a 'punch list' of tasks to be completed before and after each use of the field by either organization. This 'punch list' will be distributed to all coaches/responsible parties of both organizations.

Maintenance and field equipment and materials for use by both organizations will be stored in the shed currently located _____. It is the sole responsibility of MJAA and DBSA to secure the shed and assume all and equal liability for any lost/theft/damage to the contents of the shed. The contents of the shed shall remain the joint property of the two organizations.

Use of the fields shall be divided by day of the week with each organization entitled to 3 days of use. A meeting of both organizations will be held in February of each calendar year to determine the use schedule for the calendar year. The use schedule will be in writing and distributed to all parties to this MOU. Any changes to the schedule will be at the discretion of the organizations and will be made in writing.

'Baseball' at their discretion, can allow outside teams or organizations to use the fields and any fees charged will be received by 'Baseball'. See item GG. Sports Field Use Requirements.

1. Groom and rake all infield mix areas and the Don "POP" Staley warning track when needed.
2. Replenish infield mix areas when needed.
3. Edge infield/outfield lip areas.
4. Required Foul Pole maintenance.
5. Pitcher's Mound, batter's box and catcher's box maintenance.
6. Pick up trash after each use of the field(s).
7. Empty trash receptacles before and after each use of the field(s)

8. Provide a portable toilet at a Borough-approved location. If one portable toilet is not adequate to address the required need MJAA and DBSA shall be equally responsible for providing the appropriate number of portable toilets to adequately address the required needs.
9. Any turf maintenance such as aerating, over-seeding, slice seeding or spot seeding as deemed necessary and equally by MJAA and DBSA. All work is to be performed by certified contractor(s) at MJAA/DBSA's choice. The financial burden for this maintenance is to be the responsibility of MJAA/DBSA. MJAA/DBSA may approach the Rotary Club of Mount Joy and/or Mount Joy Borough for consideration of a donation toward this effort on a case-by-case basis with no obligation assumed.

L. DYS Responsibilities (100%)

1. Provide a portable toilet at a Borough-approved location. If one portable toilet is not adequate to address the required need, DYS shall be responsible for providing the appropriate number of portable toilets to adequately address the required needs.
2. Soccer field turf maintenance as required from time to time to possibly include aerating, over-seeding, slice seeding, spot seeding at goal mouth areas, etc. All work is to be performed by a certified contractor of DYS's choice. The financial burden for this maintenance is to be the responsibility of DYS. DYS may approach the Rotary Club of Mount Joy and/or Mount Joy Borough for consideration of a donation toward this effort on a case-by-case basis, with no assumed obligation.
3. Pick up trash after each use of the field(s).
4. Empty trash receptacles before and after each use of the field(s).

M. Mulch all Trees and Planting Beds Annually

1. Borough will provide all mulch needed at no cost to the Rotary Club of Mount Joy.
2. All mulch will be spread annually by volunteers arranged by the Rotary Club of Mount Joy.

N. Annuals, Perennials and Tree Fertilizer Spikes

1. Funded entirely by the Rotary Club of Mount Joy as part of their maximum annual financial contribution defined elsewhere within this Memorandum of Understanding.
2. Installation by volunteers arranged by the Rotary Club of Mount Joy.

O. Trash Dumpsters and Trash Receptacles

1. Dumpster(s) will be provided by Mount Joy Borough at no cost to the Rotary Club of Mount Joy.
2. Trash receptacles will be maintained and emptied weekly by Mount Joy Borough.
3. If receptacles are full after a MJAA, DBSA or DYS event, receptacles shall be emptied and bagged and transported to the onsite dumpster for disposal by the organization that held the event.

P. Clean and Weed Picnic Area and Maintain Picnic Tables

1. To be exclusively funded and maintained by volunteers arranged by the Rotary Club of Mount Joy. Herbicide application, as needed, will be performed by Mount Joy Borough. Any mulch required will be provided by Mount Joy Borough at no cost to the Rotary Club of Mount Joy.

Q. Sinkhole Repairs

1. Exclusive responsibility of Mount Joy Borough if and when required.

R. Storage Shed Maintenance and Repairs

1. Exclusive responsibility of the Rotary Club of Mount Joy with contributions from MJAA and DYB for major expenditures if, and when needed due to vandalism or other unanticipated causes.

S. Manual Scoreboards

1. Exclusive responsibility of the Rotary Club of Mount Joy. If scoreboards are not being utilized, the Rotary Club of Mount Joy has the right to remove the scoreboards from the park at their cost.

T. Parking Lot and Roadway Signage

1. Exclusive responsibility of Mount Joy Borough.

U. The following shall be the sole responsibility of Mount Joy Borough:

1. Maintenance and repair of bituminous walkways.
2. Maintenance and repair of stone parking areas.
3. Maintenance and repair of drainage swale as needed.
4. Maintenance and repair of chain link fencing and backstops.
5. Weed control at culverts in the public right of way on both ends of the park.

V. Park Benches

1. Washed on an annual basis by volunteers arranged by the Rotary Club of Mount Joy.
2. Long term repairs and/or replacement to be the exclusive responsibility of the Rotary Club of Mount Joy. The Rotary Club may seek assistance from the Borough if needed, with no presumed obligation.

W. Bleachers

1. Washed on an annual basis by volunteers arranged by the Rotary Club of Mount Joy.
2. Long term repairs and/or replacement to be the exclusive responsibility of the Mount Joy Borough.

X. Playground

1. Cleanup and short-term maintenance by Norlanco-Rheems Kiwanis Club volunteers.
2. Long term repairs and replacement to be the exclusive responsibility of Mount Joy Borough.

Y. Future Flagpole and Brick Plaza Area

1. To be exclusively maintained by the Rotary Club of Mount Joy.

Z. Vending Machine Maintenance and Vandal Repairs

1. Any, and all costs associated with the vending machines, including but not specifically limited to maintenance, repairs and electric costs, shall be the complete and full responsibility of David Eichler, under the direction of Mount Joy Borough. The Rotary Club of Mount Joy shall have no responsibility with regards to the vending machines on site. Mount Joy Borough shall pay all electric costs for Rotary Park and shall invoice the Rotary Club of Mount Joy once annually for the current PPL minimum due in that particular year. This invoice will cover Rotary usage including but not limited to lighting the flagpole. Rotary Club shall secure the electrical source so that it cannot be utilized by the public. In the event of discontinuation of the vending machines, David Eichler shall be solely responsible for any costs associated with removal of machines and cages and properly shutting off and/or stubbing any active electrical supply lines as required by code.

AA. Capital Improvements

1. To the extent that any future voluntary capital improvements are anticipated by the Rotary Club of Mount Joy, such capital improvements, which may include, but would not necessarily be limited to major improvements, reconstruction, and/or major replacement of existing facilities, will be financed through fundraising efforts of the Rotary Club of Mount Joy, only after such improvements are approved by Mount Joy Borough. Any improvements required and subsequently authorized by the Borough, or any other entity, will be solely funded by the entity seeking the improvement, with no

involvement from the Rotary Club of Mount Joy unless the Club's Board of Directors approves otherwise.

2. All future improvements shall be subject to conditions outlined in Section 5 of the "Lancaster County Career and Technology Center Sublease Agreement with Mount Joy Borough. (Exhibit "B")

BB. Safety Inspections

1. Safety inspections will be performed regularly by Mount Joy Borough staff. All issues will be addressed in a timely manner by the responsible party.

CC. Volunteer Release Form (Exhibit "C")

1. Prior to any volunteer service being performed in Rotary Park by volunteers solicited by the Rotary Club of Mount Joy, including Mount Joy Rotarians themselves, Rotary Club of Mount Joy representatives will have all Rotary-solicited or Rotarian volunteers sign a standard Release Form holding harmless and indemnifying Mount Joy Borough and the LCCTC per section 15 of the "Lancaster County Career and Technology Center Sublease Agreement with Mount Joy Borough. (Exhibit "B"). Copies of the release forms shall be provided to the Mount Joy Borough Parks Superintendent. All non-Rotarian volunteers and those volunteers solicited by parties to this agreement other than the Rotary Club of Mount Joy shall be the direct responsibility of the applicable soliciting party, and not the Rotary Club of Mount Joy. The applicable soliciting party shall be responsible for securing signed release forms from their solicited volunteers and providing said forms to the Borough.

DD. Term of the Memorandum of Understanding (MOU)

This Memorandum of Understanding shall be in effect for two years from the last dated signature as it appears on this Memorandum of Understanding, after which the parties must reconvene to re-assess, re-evaluate, renew, revise, or develop a new Memorandum of Understanding. This MOU shall remain in effect until said time that the above-referenced re-assessment occurs, and a revised MOU is formally agreed upon by all parties.

In the event that a party would like to amend this MOU prior to the two-year review. A request should be forwarded to the Borough and the Borough will organize a review of the MOU to discuss the requested change.

EE. Maximum Annual Rotary Club of Mount Joy Financial Commitment

The maximum annual financial commitment of the Rotary Club of Mount Joy for any, or all expenditures associated with the maintenance of Rotary Park shall be capped at \$5,000,00. On a case-by-case annual basis, the Rotary Club of Mount Joy may contribute additional funds beyond the above-prescribed cap, but only after Rotary Club of Mount Joy Board approval. Such additional contributions will be solely dependent upon the success, or lack thereof, of annual Rotary fundraising efforts in the given year of the request for additional funds to be allocated, and in no way is a guarantee that additional funds will be approved.

FF. LCCTC Involvement

The Lancaster County Career and Technology Center has agreed to perform any services which might be able to be performed by their staff and/or their students (i.e., excavation by their adult excavating class). Specific services have not been determined and will be identified in consultation with the LCCTC administration once the need arises.

GG. Sports field use requirement form (Exhibit "D")

All organizations utilizing the fields shall complete a Sports Field Use Requirements document and provide the necessary insurance form every year.

I hereby agree to the intent of this Memorandum of Understanding on behalf of my respective organization by affixing my signature and date below:

Signature and date of **Mount Joy Borough** Representative:

Signature Date

Printed Name/Title

Signature and date of **Rotary Club of Mount Joy** Representative:

Signature Date

Printed Name/Title

Signature and date of **Lancaster County Career and Technology Center** Representative:

Signature Date

Printed Name/Title

Signature and date of **Donegal Youth Soccer** Representative:

Signature Date

Printed Name/Title

Signature and date of Mount Joy Athletic Association Representative:

Signature Date

Printed Name/Title

Signature and date of Kiwanis Club of Norlanco-Rheems Representative:

Signature Date

Printed Name/Title

Signature and date of Donegal Youth Baseball Representative:

Signature Date

Printed Name/Title

Signature and date of David Eichler:

Signature Date

Printed Name/Title



January 2022



Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 Council 7 PM	4 Authority 4 PM	5	6	7	8
9	10 Public Works 6:30 PM Christmas Tree Collection	11 Christmas Tree Collection	12 Plan. Comm. 7 PM Christmas Tree Collection	13	14	15
16	17 Building Ad-Hoc Comm. 5:00 PM	18 Authority 4 PM	19	20	21	22
23	24 Civil Service Comm 5:30 (as needed) Public Safety 6:30pm	25	26 ZHB 7 PM	27 Admin. Fin. 6:30 PM Mount Joy Borough Council & Mount Joy Community Founda- tion 6:30 PM	28	29
30	31					