

**Mount Joy Borough Council Meeting
Agenda
6:00 PM Monday, November 3, 2025**

1. Call to Order – President Hall
2. Roll Call—Councilors, Eichler, Fahndrich, Greineder, Ginder, Hall, Haigh, Kark, Youngerman, Scordo, and Mayor Bradley
3. Invocation- Mayor Bradley
4. Pledge of Allegiance
5. Announcement of Executive Sessions – There were no Executive Meetings held between October 6, 2025, and November 3, 2025.
6. Motion to approve November 3, 2025, Borough Council Meeting Agenda.
7. Public Input Period - Comments of **Any Borough Resident or Borough Property Owner.**
Time limit of three minutes per individual.
8. Rotary Club presentation of funding for Memorial Project.
9. Reports
 - a. Mayor
 - b. Police Chief
 - c. Fire Department Mount Joy
 - d. PSH Life Lion LLC.
 - e. EMA
 - f. Library
 - g. Zoning, Code, & Stormwater Administrator
 - h. Community & Economic Development Coordinator
 - i. Public Works Department
 - j. Borough Authority Manager
 - k. Assistant Borough Manager/Finance Officer
 - l. Borough Manager
10. Approval of Minutes of the Regular Borough Council Meeting held on October 6, 2025.
11. Building Ad Hoc Committee
 - a. Updates – Completion date is March 22, 2026. – On Schedule.
 - b. Change Orders
 - i. Change Order GC 11 – Fill abandoned stormwater pipe that runs under the building approx. 8” underground in the amount of \$5288.00
 - ii. Change Order GC 12 – Install walls around Pipe Chase in rooms A137 and A127 in the amount of \$1,620.

**If you are a person requiring accommodations to participate, please contact
Borough staff to discuss how we may best accommodate your needs.
21 East Main Street, Mount Joy, PA 17552 • (717) 653-2300
Fax (717) 653-6680 • Borough@mountjoypa.org • www.mountjoyborough.com**

iii. There are no change orders for Council to approve.

iv. Total amount of change orders to date \$33,040.01

12. 175th Anniversary Ad Hoc Committee Update

13. Administration and Finance Committee

a. PLGIT Report

b. As approved by Committee, motion to award the construction bid for Phase 3 of the Little Chiques Park Streambank Restoration Project to Stonewood Landscaping, Inc. in the amount of \$290,000.00

c. As approved by Committee, motion to affirm the Borough Manager's decision to not permit construction of the underground retention/infiltration basin for Phase 3 of Florin Hill Development.

d. As approved by Committee, motion to send a letter of recommendation to the Lancaster County Planning Commission in support of Councilor Haigh being appointed to the vacant "At Large Member" seat with the Lancaster County Planning Commission

e. As approved by Committee, motion to approve the draft letter from the Borough Solicitor to Constantine & Eleni Korgelis and to set a date (not less than a year) for revocation of parking lot easement as well as to advise that the Borough is willing to discuss the easement.

f. Budget

i. Distribute budget books and advise that first advertised budget meeting date is Thursday, November 6, 2025, at 6:30 pm.

g. As approved by Committee, motion to authorize Council President to sign the Amended Storm Water Management Agreement between the Mount Joy Borough Authority and Mount Joy Borough.

h. As approved by Committee, motion to authorize Lancaster County Office of the Treasure to sell 311 & 315 Locust Lane in accordance with the Pa Real Estate Tax Sale laws.

i. As approved by Committee, motion to adopt Resolution 2025-16, a resolution approving the meeting date for 2026.

j. As approved by Committee, motion to adopt Resolution 2025-17, a resolution authorizing the application for a Local Shares Grant in the amount of \$30,000 for pickleball courts at Borough Park.

k. As approved by Committee, motion to adopt Resolution 2025-18, a resolution authorizing the application for a "Local Share Grant" in the amount of \$156,329.62 for the purchase of a HAKO Citymaster1650 Sweeper with attachments.

- l. As approved by Committee, motion to adopt resolution 2025-19, a resolution authorizing the application for a “Local Shares Grant” in the amount of \$29,963.54 for 72 “water filled” event barricades.
 - m. As approved by Committee, motion to adopt Resolution 2025-20 a resolution authorizing the application for a “Local Shares Grant” in the amount of \$46,190.00 for 22 Zoll AED 3 Semi-Automatic units for municipal staff, fire department, and Police department.
14. Public Safety Committee
- a. As approved by Committee, motion to approve draft “E-bike” ordinance proposal, and to authorize the Borough Solicitor to prepare and advertise said ordinance for the December Council Meeting.
15. Public Works Committee
- a. As approved by Committee, motion to allow an Eagle Scout [project of installing a free library at Borough Park near Kidss Joyland.
 - b. As approved by Committee, motion to allow Donegal Baseball/Softball Association to install a batting cage at the Lakes Park, providing that DBSA is responsible for providing, installing, and maintaining the batting cage, and it is installed at a location that is approved by Borough Council.
 - c. Discussion with possible motion review “Flooding Hotspots” group listing.
16. Public Input Period - Comments of **Any Borough Resident or Borough Property Owner.**
Time limit of three minutes per individual
17. Any other matter proper to come before Council.
18. Acknowledge the payment of bills for the month of October.
19. Meetings and dates of importance, see attached calendar.
20. Executive Session – To discuss police contract negotiations and a legal matter.
21. Adjournment

The next full Council Meeting is scheduled for **7 PM, on Monday, December 1, 2025.**

Police Activity Statistics

2025

	Citation Charges	Criminal Charges	Incidents	Total Incidents YTD	Total Incidents Previous YTD
Jan	18	34	488	488	596
Feb	21	13	470	958	1,212
Mar	55	27	636	1,594	1,862
Apr	109	27	702	2,296	2,513
May	77	25	663	2,959	3,259
June	81	16	677	3,636	4,022
July	57	31	699	4,335	4,757
Aug	48	23	611	4,946	5,392
Sept	27	28	545	5,491	6,063
Oct					6,732
Nov					7,328
Dec					7,780
TOTAL					7,780

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 9/1/2025

to Ending Issue Date 9/30/2025

Charge	Total
1301 A - DR UNREGIST VEH	1
1786 F - OPER VEH W/O REQ'D FINANC RESP	1
1301 A - Dr Unregist Veh	3
1332 B5 - Obscured Plate - Tinted Plate Cover	1
1371 A - Veh Reg Suspended	3
1501 A - Driving W/O A License	2
1543 A - Driv While Oper Priv Susp Or Revoked	3
1543 B1i - Drg Lic Sus/Rev Purs to Sec 3802/1547B1	2
3334 A - Turning Movements And Required Signals	1
3354 A - Park Impropr Two Way Highways	1
3362 A3-14 - Exceed Max Speed Lim Estb By 14 MPH	1
3362 A3-17 - EXCEED MAX SPEED LIM ESTB BY 17 MPH	1
3362 A3-8 - Exceed Max Speed Lim Estb By 8 MPH	1
4581 A1.1 - Restraint Systems - Child Booster Seat	1
4703 A - Operat Veh W/O Valid Inspect	1
1332 B3 - OBSCURED PLATES - ILLEGIBLE AT REASONABLE DISTANCE	1
3316.1A - PROHIBITED USE OF INTERACTIVE MOBILE DEVICE	2
4703 A - OPERAT VEH W/O VALID INSPECT	1
Total:	27

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Criminal Charges by Charge Type

Starting Issue Date 9/1/2025

to Ending Issue Date 9/30/2025

Charge Type: ARREST

Charge	Total
1543 B1.1I - PA TITLE 75, SECTION VC-1543 (B)(1.1)(I): DRIVING WHILE OPERATING PRIVILEGE IS SUSPENDED OR REVOKED.	1
2701 A1 - SIMPLE ASSAULT - ATTEMPT	1
2701 B1 - PA TITLE 18, SECTION CS-2701 (B)(1): SIMPLE ASSAULT.	1
2701 B1 - PA TITLE 18, SECTION CS-2701(B)(1): SIMPLE ASSAULT.	1
2706 A1 - TERRORISTIC THREATS W/ INT TO TERRORIZE ANOTHER	1
3126 A1 - PA TITLE 18, SECTION CS-3126 (A)(1): INDECENT ASSAULT.	1
3361 - DRIVING @ (UN)SAF SPEED	2
3736 A - RECKLESS DRIVING	1
3743 A - ACCIDENT INVOLV DAMAGE ATTENDED VEHICLE/PROP	1
3802 A1 - DRIVING UNDER THE INFLUENCE -GENERAL IMPAIRMENT	1
3802 A2 - PA TITLE 75, SECTION VC-3802 (A)(2): DRIVING UNDER THE INFLUENCE OF ALCOHOL. GENERAL IMPAIRMENT.	1
3802 C - DRIVING UNDER THE INFLUENCE-ALC - .16% OR HIGHER	1
5503 A4 - DISORDER CONDUCT HAZARDOUS/PHYSI OFF	1
5505 - PUBLIC DRUNKENNESS AND SIMILAR MISCONDUCT	2
6321 A1 - PA TITLE 18, SECTION CS-6321 (A)(1): TRANSMISSION OF SEXUALLY EXPLICIT IMAGES BY MINOR.	1
7122 3 - PA TITLE 75, SECTION VC-7122 (3): ALTERED, FORGED, OR COUNTERFEIT DOCUMENTS AND PLATES	2
92.16 - ANIMALS - NOISE NUISANCES	1
Total:	20

Charge Type: COMPLAINT

Charge	Total
5503 A1 - DISORDERLY CONDUCT ENGAGE IN FIGHTING	2
5503 A4 - DISORDER CONDUCT HAZARDOUS/PHYSI OFF	1
5505 - PUBLIC DRUNKENNESS AND SIMILAR MISCONDUCT	4
92.16 - ANIMALS - NOISE NUISANCES	1
Total:	8



MOUNT JOY POLICE DEPARTMENT

Calls for Service
Year 2025 September

Code	Call for Service	Totals
0619	THEFT ALL OTHERS	2
0800	SIMPLE ASSAULT	2
1130	FRAUD ALL OTHERS	4
1440	CRIMINAL MISCHIEF ALL	2
1711	SEX OFFENSE ALL OTHERS	1
2020	FAMILY OFF-CHILD ABUSE	1
2040	FAMILY OFFENSES - DOMESTIC	11
2111	DUI-ALCOHOL/UNDER INFL	2
2310	PUBLIC INTOXICATION / DRUNKENESS	2
2450	NOISE COMPLAINT	6
2640	MUN ORD VIOLATIONS	2
2654	DISTURBANCE	4
2656	THREATS	3
2657	HARASSMENT	3
2660	TRESPASSING	3
2912	RUNAWAY-FEMALE	1
4012	GAS LEAKS/EXPLOSIONS GENERAL POLICE	2
4021	SUSPICIOUS ACTIVITY	17
4052	ALARM BURGLARY OR HOLDUP NON RESIDENCE	8
4100	ALARMS (FIRE ALARMS)	1
4127	FIRE POLICE	1
5004	FOUND ARTICLES	4
5008	LOST ARTICLES	2

5010	MISSING PERSON	2
5504	ANIMAL BITES	1
5510	ANIMAL COMPLAINTS ALL	9
6008	REPORTABLE MV CRASH NO INJURIES	9
6015	REPORTABLE MV CRASH HIT & RUN	1
6016	NON REPORTABLE MV CRASH	2
6303	TRAFFIC OFFENSE ALL OTHER	2
6305	SELECTIVE ENFORCEMENT TRAFFIC	11
6310	TRAFFIC ENFORCE / STOP	92
6335	TRAFFIC HAZARD	1
6336	DISABLED MV	2
6510	PARKING ENFORCEMENT	1
6511	PARKING VIOLATION COMPLAINT	11
6602	ABANDONED IMPOUND/TOWAWAY	1
6612	SIGNALS SIGNS OUT	5
7002	BUILDING CHECK	6
7008	MEDICAL ASSISTANCE	47
7014	OTH PUB SERV/WELFARE CHK	14
7015	ASSIST CITIZEN	18
7025	EMOTIONALLY DISTURBED PERSON (EDP)	2
7502	ASSISTING-FIRE DEPT	4
7504	ASSISTING-OTHER POLICE DP	25
7506	ASSISTING-OTHER AGENCIES	3
8010	WARRANTS-LOCAL	9
9002	ADMINISTRATIVE DUTIES	1
9008	COURT	8
9020	POLICE INFORMATION	48
9025	FIELD CONTACT INFORMATION	2

9028	FINGERPRINT	2
9029	CIVIL MATTER	4
9030	SPECIAL DETAIL ASSIGNMENT	5
9034	REPOSSESSION	2
911	911 HANG UP / CHK WELFARE	1
9115	FOLLOW UP	95
9192	VEHICLE MAINTENANCE	1
9989	CALL BY PHONE	8
9999	NON-CAT DATA	6
	Grand Total	545

Fire Department Mount Joy Monthly Fire Report September 2025

Total Incidents September 2025 - 30

Total incidents 2025 as of 9/30/25 - 438

2025 FDMJ responded to a call on average every - 14 hours & 57 minutes

Personnel Responses - 235 Avg per Incident - 7.83 Total Hours -156:23

Training hours for month - 68 members trained for 275 hours.

Community Service Details for the month:

Fire Prevention Details – No events for the month. Multiple events planned for October.

Fire Department - FDMJ members completed 2 public service events, Attended procession for 3 York County police officer LODD, Attended the Mount Joy Rotary/Kids Joy Land anniversary event, Provided standby for Reist Popcorn Anniversary festival fireworks.

FDMJ Fire Police- provided traffic control for (2) Donegal High School football games and the Reist Popcorn Anniversary festival.

Meetings for month – Board of Fire Chief/Officer meeting, Executive Board meeting, Recruitment and Retention committee meeting and FDMJ monthly business meeting. Attended MJB Public Safety and Rapho Twp BOS meeting.

Notable First Due Calls:

- **9/19 - MJB - Wood Street - Vehicle Fire - \$3,700.00 fire loss**

Fire Department Mount Joy

Incident Summary Report

09/01/2025 through 09/30/2025

Incidents

Total Incidents: 30

Total First Due: 21

Total Mutual Aid: 9

Total Time In Service 24:40:35

Average Time to Respond 00:06:11

Average Time to Scene: 00:07:29

Personnel Response

Total Personnel: 235

Avg. Personnel Per Incident: 7.83

Total Personnel Hours: 156:23

Estimated Property Value / Loss / Saved

Pre Incident Value \$947,600.00

Loss: \$3,700.00

Value Saved: \$943,900.00

Apparatus Response

Engine 75: 17

Squad 75: 11

Tower 75: 10

Utility 75: 2

Duty Veh 75-1: 18

Duty Veh 75-2: 3

Traffic 75: 9

Municipal Responses - First Due

Mount Joy Borough: 8

Rapho Township: 9

Mount Joy Township: 2

East Donegal Twp: 2

Municipalities - Mutual Aid

Columbia Borough

1

East Donegal Township

1

East Hempfield Township

2

Manheim Borough

2

Mount Joy Township

2

XX - Out of County

1

Fire Department Mount Joy

Incident Summary Report

09/01/2025 through 09/30/2025

Incident Type - First Due

Alarm system activation, no fire - unintentional	3
Alarm system sounded due to malfunction	1
Brush or brush-and-grass mixture fire	1
Cooking fire, confined to container	1
Dispatched & canceled en route	1
Extrication of victim(s) from vehicle	1
Gas leak (natural gas or LPG)	2
Good intent call, other	1
Medical assist, assist EMS crew	1
Motor vehicle accident with injuries	5
Natural vegetation fire, other	1
Passenger vehicle fire	1
Smoke scare, odor of smoke	2

Incident Type - Mutual Aid

Assist police or other governmental agency	1
Building fire	1
Dispatched & canceled en route	3
Failed to Respond	2
Fuel burner/boiler malfunction, fire confined	2

Fire Department Mount Joy

Incident Summary Report

09/01/2025 through 09/30/2025

Incident List

2025-09-02 21:25:02	2025-409	East Hempfield Townshi	S Chiques Rd	Failed to Respond
2025-09-04 09:16:52	2025-410	Mount Joy Borough	Eby Chiques Rd	Alarm system activation, no fire - unintentional
2025-09-04 11:12:43	2025-411	East Donegal Township	Anderson Ferry Rd	Motor vehicle accident with injuries
2025-09-04 20:05:28	2025-412	East Donegal Township	Jewel Dr	Alarm system sounded due to malfunction
2025-09-08 10:50:53	2025-413	Rapho Township	Mckinley Dr	Extrication of victim(s) from vehicle
2025-09-08 12:49:00	2025-414	Rapho Township	Lancaster Estates	Gas leak (natural gas or LPG)
2025-09-08 23:45:47	2025-415	XX - Out of County	Elizabethtown Rd	Building fire
2025-09-09 15:01:23	2025-416	Rapho Township	Tumblestone Dr	Natural vegetation fire, other
2025-09-09 16:29:37	2025-417	Rapho Township	Milton Grove Rd	Motor vehicle accident with injuries
2025-09-11 08:32:15	2025-418	Mount Joy Borough	Chocolate Ave	Good intent call, other
2025-09-11 09:29:27	2025-419	Mount Joy Township	Old Market St	Alarm system activation, no fire - unintentional
2025-09-11 11:07:10	2025-420	Mount Joy Township	Old Market St	Smoke scare, odor of smoke
2025-09-11 13:53:32	2025-421	Rapho Township	Habecker Rd	Motor vehicle accident with injuries
2025-09-12 17:47:30	2025-422	Mount Joy Borough	Sassafras Ter	Cooking fire, confined to container
2025-09-13 01:46:56	2025-423	Mount Joy Township	Mount Gretna Rd	Failed to Respond
2025-09-13 17:47:03	2025-424	Mount Joy Borough	Alden St	Gas leak (natural gas or LPG)
2025-09-16 13:18:57	2025-425	Manheim Borough	W High St	Dispatched & canceled en route
2025-09-18 12:05:18	2025-426	East Hempfield Townshi	South Ave	Fuel burner/boiler malfunction, fire confined
2025-09-18 16:08:38	2025-427	Columbia Borough	Cherry St	Dispatched & canceled en route
2025-09-18 19:09:05	2025-428	East Donegal Township	Ore Mine Rd	Assist police or other governmental agency
2025-09-18 19:46:26	2025-429	Mount Joy Borough	S Market Ave	Smoke scare, odor of smoke
2025-09-19 05:13:21	2025-430	Rapho Township	Iron Bridge Rd	Motor vehicle accident with injuries
2025-09-19 13:19:22	2025-431	Mount Joy Borough	E Main St	Brush or brush-and-grass mixture fire
2025-09-19 21:39:37	2025-432	Mount Joy Borough	Wood St	Passenger vehicle fire
2025-09-21 19:53:42	2025-433	Rapho Township	E Main St	Motor vehicle accident with injuries
2025-09-22 12:10:44	2025-434	Rapho Township	Auction Rd	Alarm system activation, no fire - unintentional
2025-09-22 16:40:22	2025-435	Mount Joy Township	Route 283 W	Dispatched & canceled en route
2025-09-23 07:26:56	2025-436	Mount Joy Borough	S Jacob St	Dispatched & canceled en route
2025-09-26 14:52:59	2025-437	Manheim Borough	S Charlotte St	Fuel burner/boiler malfunction, fire confined
2025-09-28 20:02:21	2025-438	Rapho Township	Garden Ln	Medical assist, assist EMS crew

Fire Department Mount Joy

Training Class Count and Hours

09/01/2025 through 09/30/2025

Name	Count	Hours
Haz Mat Technician Refresher	1	8
Air Tools and Lifting Bags	1	2
Blended Fire Academy	1	16
Truck Task Book Training	1	2
Rescue Task Book	1	3
Haz Mat Ops	1	16
ARFF	1	40
Grain rescue	1	5
Trainee Task Book	1	2
Vehicle Rescue	3	6
Totals:	12	100

Fire Department Mount Joy

Training Class Report

09/01/2025 through 09/30/2025

Date	Name	Location	Hours
9/6/2025	Blended Fire Academy		16
9/8/2025	Air Tools and Lifting Bags	Lancaster County Public Safety Training Center	2
9/13/2025	Grain rescue	First Due Response Area	5
9/15/2025	Vehicle Rescue	Lancaster County Public Safety Training Center	2
9/19/2025	Trainee Task Book	Fire Department Mount Joy	2
9/22/2025	ARFF		40
9/22/2025	Vehicle Rescue	Lancaster County Public Safety Training Center	2
9/23/2025	Haz Mat Technician Refresher	Lancaster County Public Safety Training Center	8
9/24/2025	Truck Task Book Training	Fire Department Mount Joy	2
9/27/2025	Haz Mat Ops		16
9/28/2025	Rescue Task Book	Fire Department Mount Joy	3
9/29/2025	Vehicle Rescue	Lancaster County Public Safety Training Center	2
		Totals Classes: 12	Totals Hours: 100

Life Lion LLC Monthly Report Mount Joy Borough

September 2025 EMS call volume

Total EMS activity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	C
Total Life Lion LLC calls dispatched in Mount Joy Borough.	70	53	75	62	73	73	57	74	45	
Total monthly calls Mount Joy Borough unit dispatched in other municipalities	133	100	89	113	85	82	98	98	94	
Mount Joy Borough calls handled by other Life Lion units	22	11	25	13	14	9	15	21	15	

Total dispatched municipal responses by primary unit assigned in

Mount Joy Borough

	Count	Pct
Mount Joy Borough	30	24.2
Rapho Township	27	21.8
Columbia Borough	23	18.5
West Hempfield Township	10	8.1
East Hempfield Township	10	8.1
Penn Township	6	3.2
Manheim Borough	4	3.2
Mount Joy Township	4	2.4
East Donegal Township	3	2.4
Mountville Borough	3	1.6
West Donegal Township	2	0.8
Manor Township	1	0.8
York County	1	0.8
Total	124	



Medical Call Type in Mount Joy Borough

	Count	Pct
Fall - Injured	5	11.1
Sick Person	16	35.6
Heart Problem	4	8.9
Unconscious Person	4	8.9
Psychiatric - Emotional	4	8.9
Abdominal Pain - Sick	2	4.4
Allergic Reaction	1	2.2
All others	9	20.0
Total	45	

Response times primary unit assigned to Mount Joy Borough

Response time median (Minutes)	7:55
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Mount Joy Borough EMA Situation Report

9e

MJB – ICS 209	INCIDENT - JURISDICTION	OPERATIONAL PERIOD	REPORTING UNIT	FORM
Status Summary	MJB EMA	Dates: 9/20/25 to 10/22/25	MJB EMC	ICS 209-Short

The following reports on activities for the period shown:

Current Situation:

- Nothing to Report

Critical Issues:

- Nothing to Report

Accomplishments:

- The County has all documents needed to adopt the County Hazard Mitigation Plan. Awaiting on response from the county regarding the final adoption of the plan.
- Completed and distributed the Janus 5K Event Support Plan
- Attended a planning meeting and began updating the 2025 Spooktacular Event Support Plan.
- Provided the Borough Manager with information for weather stations to be used by the borough. I can assist with the install and setup of them if the borough decides to proceed.

Planned Activities:

- Update the Borough's Emergency Operations Plan.
- Complete the 2025 Spooktacular Event Support Plan.
- Attend a planning meeting for the 2025 Winterfest event.

Additional Information:

- Nothing to Report

Name:	Date:	Time:	Distribution:
Philip Colvin	10/22/25	2030	Mount Joy Public Safety Committee



MILANOF-SCHOCK LIBRARY

1184 Anderson Ferry Road, Mount Joy, PA 17552

Tel: 717.653.1510 Fax: 717.653.4030

www.mslibrary.org

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

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

October 2025 - Compiled by Joseph McIlhenney, Executive Director
Contributors: Susan Craine, Laura Bear, Jazmynn Whitney & Kirstin Rhoads

September 1-30, 2025 Statistics	2025	2024	2023	2022	2021
TOTAL CIRCULATION	13,225	13,662	13,570	13,312	12,747
YTD CIRCULATION	128,611	137,698	138,619	138,127	135,611
OVERDRIVE & E-formats	1,126	1,327	1,369	1,425	1,298
NEW PATRONS	73	63	67	84	45
YTD NEW PATRONS	800	774	821	712	506
PATRON COUNT	5,130	5,082	4,870	4,817	3,789
YTD PATRON COUNT	52,325	53,188	54,498	48,146	37,840
PASSPORTS	82	88	67	66	42
YTD PASSPORTS	1,432	958	1,264	785	682
WIFI USERS	468	457	536	326	283
PC USERS	199	217	319	*	267

*error in data

Hoopla!	Sept'25	Aug'25	Jul'25	Jun'25	May'25	Apr'25	Mar'25
Number of Hoopla items used	364	334	371	431	543	592	621

Donations Lobby Books	2025	2024	2023	2022
This Month	\$831.78	\$717.34	\$968.50	789.10
YTD	\$7,929.03	\$8,718.08	\$9,059.72	7,761.09



PROGRAMMING & CLUBS

ADULT Programs	Programs	Participants	Programs YTD	Participants YTD
In-Library Programs	3	40	25	425
Club Meetings/Participants	9	80	71	550
YOUTH Programs	Programs	Participants	Programs YTD	Participants YTD
In-Library Programs	20	393	200	4,849
Off-Site Programs	7	382	52	3,027

Volunteer	Month Total	2024 YTD Totals		
Volunteer Hours	65.75	555.73		

Joseph

- Visited Members1st Credit Union and Northwest Bank -- Sept 3
- Attended Mount Joy Borough Council Meeting -- Sept 8
- Attended Friends Group Meeting -- Sept 8
- Attended Mount Joy Area Chamber meeting -- Sept 10
- Met with Paul Gardner, Buch Funeral Home, Bookpage donation – Sept 10
- Met with Heather Strunk and Brenda Keller from Janus School to discuss partnerships - Sept 15
- Met with two Handyman services about small jobs - Sept 29
- A significant amount of time spent on moving staff workspaces



Community/Service Point (Susan)

- Attended STIG via ZOOM
- Weed collection to ensure space for new items
- Rework service desk schedule to ensure Children’s programs and include Megan

Youth Services (Laura)

Our first month without Miss Jan had new programs and some new program times. When we had a question Jan was always more than happy to support. We’re so very lucky to have her!

- Miss Alyssa and Miss Katelyn have really stepped up to run the programs in the library. It is well attended each week with 30-40 people. **Miss Alyssa has renamed “Adventures with Baby” to “Wiggle and Giggle Story Time”**. It averages about 15-20 each week. Miss Katelyn has a monthly **“Craft Night with Katelyn”** the first Tuesday of every month. Miss Alyssa has a love for trivia and does a **monthly Trivia night** on the third Tuesday of every month. There are books given away as prizes for trivia: 4 valued at \$5 each and 4 valued at \$7 each.
- **LEGO Challenge** is enjoyed by families, and their creations are on display in the library.
- Miss Jan’s tradition of a monthly **“Fun Fort Friday”** will continue.
- Miss Katelyn and Miss Alyssa offer a **Family Story Time** and a **Wiggle and Giggle Story Time on Saturdays** now.
- Miss Jan still supports the library by going to **read to kindergarteners at DPS!** She had story time with 213 on September 29th!
- Rachel Gable put together a **Teen Survey** for our Teen Zone.

Public Relations/Promotions (Kirstin)

- **CONSTANT CONTACT:**
 - Oct Enews: sent to 4,025 contacts; 1884 opens (48%), 120 clicks (3%)
 - Looking into bounced emails to verify correct email addresses

- **SOCIAL MEDIA:**
 - Facebook – Total Page Followers 3,178 (12 new, 6 unfollow); 57.5 views; 18.1K reached; Content Interactions 1K; 5 unfollows. Link clicks 43; Page Visits 2.4K; 37 posts
 - Instagram – 1,402 followers (9 new); 18.8K views; 1.5K reach; 341 content interactions; 324 profile visits, 32 posts
 - Post at least once a day on both platforms.
 - 2 PRESS RELEASE - Distributed via news media, municipalities, and Chamber of Commerce.
- **WEBSITE**
 - 3,422 total sessions, highest view counts: 240 sessions of Passports; 98 visits to Children & Family; 51 Adult Page; 35 Library News; 45 Contact Us
- **GOOGLE**
 - 868 website clicks made from Business Profile, 1,365 Business Profile Interactions, 134 calls.
- **FOOD TRUCKS**
 - W Donuts truck will be here the first Thursday of the month to the end of the year.
- **BOOK SALES**
 - Lobby Books: Earned \$831.78
 - Pango Books: 6 books sold in September = \$36
 - eBay Books: Listed 60, sold 40 = \$1,038.20
- **MISC**
 - Emptied book donation shed, gathered books for sale in lobby.
 - Spoke to Nicole about having a box for **Gregory Frey Memorial Coat Drive**
 - Cleaned out old office of all books and organized supply in “Board Room”

Volunteers/Programming/Fundraising (Jazmynn)

- **ExtraGive**
 - Page is set up and ready to go
 - Kirstin will be working on advertising
 - An ExtraGive page on MSL’s website coming soon
- **#GivingTuesday 2025**
 - Started the process to participate in GivingTuesday
- **Annual Appeal 2025**
 - Need to decide on a target date for next year’s letters
- **BookPage 2025 Annual Donation**
 - Paul Gardner of Buch Funeral Homes donated \$450 to sponsor the monthly BookPage
- **Volunteers**
 - Total hours in September: 65.75 hours
 - Onboarded 2 teen volunteers in September
- **Programs (3 programs; 50 total attendees)**
 - Learn to Waltz, led by Jasmynn and her husband, Harrison Whitney, 17 attendees
 - Adult Book Bingo, led by the Friends Group, 5 attendees
 - Make-It Monday: Bookish Earrings, Led by Jazmynn, 18 attendees
- **Clubs**
 - 9 clubs met in September, with total attendance of 80.
- **Adult Summer Reading Program**
 - Wrapped up on September 2nd, 147 prize entries





Mount Joy Borough Codes Department

21 E Main St, Mount Joy, PA 17552

98

10/21/2025

Mount Joy Borough
Borough Manager
Mark G. Pugliese

RE: Monthly Report, October 2025
Zoning, Codes & Stormwater Administrator

Mr. Borough Manager,

The following is a summary of the department's activity since the last monthly report, 9/23/2025.

Zoning & Building

As of 10/21/2025, 78 permits for 25 projects were issued.

A permit by dates issued report for 9/23/2025 – 10/21/2025 is attached.

Rental Permit & Inspection Program

5 - Rental Inspections completed

0 – Rental Permits issued.

Complaints & Violations

5 - Notice of Violation letter issued for Disruptive Tenant violation.

2- Notice of Violation letters issued for Property Maintenance/UCC violations.

15 - Complaints / Violations closed since the last report.

20 - Open Complaints / Violations pending follow-up and/or closure.

Planning Commission

The Planning Commission meeting on 10/8/2025 was cancelled.

November PC meeting 11/12/25 – 1087 Wood St, 400 E. Main St & New-Guardian Barrier E. Main St.

Zoning Hearing Board

The Zoning Hearing Board met on 10/22/2025.

Heard two cases regarding 115 E. Main St and 228 E. Main St.

Stormwater

Stormwater permits issued included in the attached permits by date issued report.

Items of Note

9/25/25 - Attended Admin & Finance Meeting
9/26/25 - COU inspection - Phoenix Packaging - 1160 E. Main St.
10/1/25 - Completed Knoxbox install at 830 E. Main St. – New Short-term Rental
10/6/25 - Attended MJB Council Meeting
10/9/25 - COU inspection - Mount Joy Smokers - 350 W. Main St.
10/9/25 - Attended LCPD Act 167 WPAC #4 Meeting
10/14/25 - Attended New MJB Building Site meeting
10/14/25 - Pre-application meeting with Mount Joy Gift & Thrift
10/15/25 - COU inspection - Seymour's Little Shop of Books – 45 E. Main St.
10/16/25 - Update DSD Knoxboxes (DIS, DJHS, DHS)
10/17/25 - Attended LCPD GIS Day Training at LCPSTC
Attended - LCWP MS4 Forum/Training at Rock Lititz
10/22/25 - Meeting with REYS @ 107 Fairview St. – Fire Safety / Occupancy Calculations
10/22/25 - ZHB meeting

Information / Updates:

35 W. Main St. – Structural issues – Repair plans received, pending plan review and permits.
101 W. Main St. – Condemned building - W. Main & Manheim St -Plans received 10/20/25.
1087 Wood St. – Demolition permit issued. Sketch Plan - Planning Commission 9/12/25
19 Poplar & 163 New Haven – Awakened Properties - ZHB Appeal, Legal brief filed 10/10/25
Florin Hill-Phase 3 – Block VV permits – Pending NPDES permit approval & underground BMP
& Block VV foundation elevations identified by K&W with confirmation from Rettew.

Respectfully,



Brett R. Hamm, Mount Joy Borough
Codes, Zoning, & Stormwater Administrator

**MOUNT JOY BOROUGH
MEMORANDUM**



TO: Council & Mayor

FROM: Rachel Stebbins, Community & Economic Development Coordinator

DATE: October 23, 2025

RE: C&ED's Report

Highlights:

The Mount Joy Chamber's Spooktacular is Friday!

Time Breakdown:

Community & Economic Development – 45%

Grants – 45%

General (council/committee meetings, staff meetings, C&ED reports, etc.) – 10%

Activities:

1. I have attended Mount Joy Chamber luncheon, Mount Joy Chamber Board Meeting, Mount Joy Chamber mixer, Winterfest Meeting, Friends of Donegal Advisory Board Meeting, Flyer View Zoom, Mount Joy/Etown Chamber of Commerce Business Expo
2. Created and distributed downtown visitor stats for Borough businesses for Q3
3. Connected VFW with local businesses and Chamber for fundraising options
4. Created ad for downtown events for Merchandiser (MC, Etown, Columbia)
5. Assisted FOD in connecting with a contact to support creation of their volunteer program
6. Followed-up with two local business owners regarding events for 2026; assisted with providing direction for restrooms, trash, etc. and assisted them with connecting to civic organizations and other businesses for collaboration
7. Assisted Chamber WIB group in connecting with Det. Kieffer from MJBPD for possible program.
8. Continue working with several property owners and real estate agents to fill vacant properties and/or acquire tenants for soon-to-be-vacant properties.
9. Worked on department budget for 2026.
10. Assisted with hanging "no parking" signs for Spooktacular event.
11. Worked with Assistant Borough Manager and Administrative Assistant to plan employee appreciation and holiday events.
12. Fielded questions for businesses and residents regarding Spooktacular and Winterfest.

13. Met with Borough team to discuss upcoming grant options and submissions; gathered information, quotes, etc. prepared drafts of resolutions, etc.
14. Compiled final budget information for previously awarded MTF grant.
15. Researched and gathered information for possible Malmedy Memorial donor plaque.
16. Assisted Engle Printing & Publishing with information for them to create a special publication celebrating Mount Joy's 175th anniversary
17. Toured new building
18. Created/scheduled Borough Facebook posts re: several area nonprofits, announcements, and events.
19. Started course on Advanced Grant Writing through Elizabethtown College

Grants

1. Searching for grant opportunities to determine parameters, qualifications, needs, etc.
2. Looking into possible projects for 2025 round of Local Share Account Grant; discussed with Rotary Club the option of applying for this to help with the pickleball courts.
3. Searching for possible stormwater-related grants applicable to the Borough.
4. **C2P2 Round 31** – Phase 1 for Little Chiques Park Development; DCNR \$200,000; 50/50 match; Submitted.
5. **PFBC Habitat Improvement Grant** - \$75,000 towards Little Chiques Streambank Restoration Phase 3; submitted.
6. **Multimodal Transportation Fund** – Discussed with Borough team and Engineers to determine specific projects, timeline, etc. – Submitted
7. **NIBRS Compliance Efforts Grant** – Awarded; Submitted Q3 Reports
8. **ARLE Transportation Enhancement Grant** – Awarded; sent signed contract to RETTEW for them to prepare bid documents

******End of Report******



SPOOKTACULAR VISITOR STATS



2025

TOTAL VISITORS

2.2 K

AVERAGE VISIT TIME

53 minutes

VISITOR ORIGINS

40.4% - Mount Joy
9.7% - Marietta
6.2% - Lancaster (17601)
5.4% - Elizabethtown
3.8% - Lancaster (17603)

WEATHER AT 6 PM

55 degrees



2024

TOTAL VISITORS

2.1 K

AVERAGE VISIT TIME

47 minutes

VISITOR ORIGINS

44.3% - Mount Joy
9.5% - Elizabethtown
6.6% - Marietta
5.9% - Columbia
5.6% - Manheim

WEATHER AT 6 PM

46 degrees



*Information acquired from software that captures anonymized location data collected via mobile devices



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

TO: Mark Pugliese, Borough Manager

FROM: Dennis Nissley, Public Works Director

DATE: October 30, 2025

RE: Public Works Department Activities for October 2025

Following is a list of activities for the Public Works Department for October 2025

- Parks – Mow wildflower meadow at LC Park
- Parks – Water flower planters
- Parks – Tree cleanup of downed trees and branches in parks
- Parks – Clean up picnic tables and pavilions
- Parks – Mowing
- Parks/PW – Cleanup and prepare equipment for sale on Municibid
- PW – Pothole repair as needed
- PW – Prepare/set up leaf collection equipment
- PW – Haul dirt/fill to approved fill sites
- PW – Replace SW pipes, install new inlets on N Barbara St at North Alley
- Signs – Repair and replacement of missing or damaged signs as needed.
- Compost Site – Material processing/site maintenance/ screen leaf compost to prepare for new leaves
- Compost Site – Grind raw material

Meetings:

- Attend Public Works Committee meeting
- Attend Borough Council meeting
- Attend Staff meetings
- Attend Act 167 stormwater meeting at Farm and Home Center
- Interview 2 applicants for open PW position
- Meet with property owners and contractor for ADA project on Columbia Ave and N Barbara St.

Projects:

- Streambank restoration project – Phase 3 – Bid acceptance is on Council agenda
- Walnut Street – Punch list work completed by Penny Supply
- S. Market Avenue - Hydro-excavate test holes with Authority vac truck to determine depths and locations of gas and water lines
- Contractor for School Lane and Charter Lane project has completed warranty work
- Columbia Ave and N Barbara St ADA project is in progress
- Spent time administering, responding to questions and setting up pick-up times of Municibid sale items.

To: Borough Council
From: Jill Frey - Assistant Borough Manager/Finance Officer
Date: 10/29/2025

Attended the Council meeting on October 6th.

Attended the Administration & Finance Committee meeting on October 23rd.

October 7th - attended a meeting with surrounding Municipalities to discuss Fire Department sustainability.

October 8th - attended Lancaster County Tax Collection Bureau's annual meeting via Zoom.

October 9th - met with AFLAC representative to discuss and schedule annual employee meeting.

October 15th - attended a meeting with Mark and Bettina to discuss RACP criteria and requirements.

October 22nd - attended Lancaster County Borough's Association quarterly meeting.

I have also been working on insurance renewals and the 2026 budget.

Attached you will find the following items:

Account Balance Report - A report of the reserves in our four major operating funds as of **October 29, 2025**.

Budget report for both General Fund and Refuse Fund through **October 29, 2025**.

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

Respectfully submitted,

Jill Frey
Assistant Borough Manager/Finance Officer

MOUNT JOY BOROUGH
MEMORANDUM



TO: Council & Mayor

FROM: Mark G. Pugliese I, Borough Manager

DATE: October 30, 2025

RE: Manager's Report

1. **Meetings I have attended the Council Meeting, Public Works Committee Mtg, Public Safety Committee, Chamber meeting, staff meetings, Bi-weekly construction meetings.**
2. **PennState Life Lion LLC – PennState Life Lion has sent a preliminary agreement document that will be before the Public Safet Committee**
3. **Contract Talks – Negotiations are ongoing. My impression and my only impression is that things aren't going well. We were to have a meeting on 10/21 but was canceled do to the fact that I was unable to prepare a document in time for everyone to review before the meeting.**
4. **Borough Handbook: No updates. I would like to have this completed by the end of the year so it can be effected by January 1, 2026. No update**
5. Reference to **BMP 107/Melhorn Basin & BMP 125/Borough Basin**, As requested, this has been placed on the Admin & Finance agenda. Again, I need to remind council/committee that there is a pending lawsuit, and comments should be limited to general steps the Borough is taking, nothing specific. I have contacted RETTEW and asked that BMP 107 be their first priority and BMP 125 be their second priority. I was told that RETTEW will have suggestions moving forward for BMP 107 by the October Admin & Finance Committee and for BMP 125 by the November Admin & Finance Committee Meeting.

RETTEW has been gathering information for BMP 107. The more information they receive the more precise the recommendation will be. This passed Tuesday & Wednesday there were surveyors out surveying BMP 107.

Please note that on the agenda, Admin & Finance will be putting forth a motion to have the Borough Solicitor draft a letter to Gus's Keystone Family Restaurant advising that of the Boroughs' intent to reclaim the parking spaces on Borough property and that the Borough is willing to sit down and discuss this with them. **Draft letter before Council.**

6. **AMTRAK** – Working with Congressman Smucker's Office to address BMP 107. I received an updated letter from Congressman Smucker's office indicating that they have contacted AMTRK and are waiting on a response. Noting that earlier this year we were told that the work was to be completed in September of 2025, there is no signs of any work happening. So once again, I contacted AMTRAK via email asking for the status, but I received no response.

I received a 3rd letter from Congressman Smucker office indication that they had contacted AMTRAK a second time. I also had a phone call and email exchanges with the Manager, Government Affairs-Northeast. I provide location mapping as well as photographs of the end wall. I also provided her with names of several individuals to whom I have spoken with over the years, including those that no longer

work for AMTRAK. While she seemed eager to help us, it has been around a week since I provided her the information she want and as of today, I haven't had any additional contact with her.

7. **Municipal Services Complex** – The building is coming along, and you are able to tell what rooms are what at this point. Should any Councilors wish to go through the site, please let me know and I will make arrangements for that.

We have been meeting with furniture vendors so that all furniture is order in time for the move in. Also working with key and access control. This is being spearheaded by Chief Goshen who will ultimately be responsible for handing out access cards and office keys.

Exterior and interior finishes have been released, and samples have been in Chambers for the past 2 months.

I am scheduled to meet with an inspector from our Builders Risk Insurance policy to inspect the work sight on Friday, October 31st.

8. **Radios**- **Some** members of Council may remember back around 8 years or so, Lancaster County Wide Communications/County of Lancaster switched over to a new radio system and municipalities were on the hook to purchase radios for police, public works, possibly fire departments, EMA, etc. At the time municipalities were purchasing radios, there were few models available. The radios that most agencies ordered were Tait BK radios. One of the advantages was that these radios, both portables and vehicle mounted were to be “Phase 2” ready. The County is now at the point where they wish to move to Phase 2 by the end of next year. As you can probably guess, the current radios are not Phase 2 capable.

What does this mean? All radios need to be replaced. We are working on a 2-year plan for both police and public works. This means that we are purchasing what we can this years and budgeting funds in 2026 to complete the change over

Public works is changing out vehicle mounted radios to be replaced with charging cradles in the vehicles. This will save thousands of dollars by not having to purchase expensive vehicle radios.

I will mention that this is not something that was planned for in the new building. There is a chance that portables will work just fine in the new building with no exterior antennas, however, we are looking at running conduit to the roof or other locations where we may need to install exterior antennas.

9. **RACP Update** - Ms. Frey and I met with individuals from Stantec who the Commonwealths appointed oversight representatives for our grant. There will be a lot of work to be done to complete all the requirements but nothing insurmountable. If you recall several months ago I reported that the Borough had a “conditional” approval for the grant funding. There was certain information that we needed to submit, and I am happy to report that we have been approved to the grant.
10. **Rt 772 Re-Route** - I had made a request of PennDOT to meet with the Borough at the intersection of Manheim St/ New Haven St/Main Street (PA 230). Following the on-site meeting, my request was to meet back at our building to review possible fixes as well as relocating of Rt 772 in the borough. I did not receive a response. **No updates.**
11. **Grants**
 - a. **DCED Multimodal Transportation Fund Grant** – Work completed, closing out the grant.
 - b. **DCED/DCNR C2P2 Grant**- Closing out the Little Chiques Park Master Site Plan.

- c. RACP Grant 2022/2023 – See Item 9.
 - d. Lancaster County Community Foundation/Lancaster Clean Water Partners (Reserve Swale) – Working with Clean Water Partners to receive the remaining \$10,000.
 - e. Clean Water Partners/Foundation – Closing out grant for Phase 1 & 2 and submitting required documentation. Phase 3 of the project will be before Council to award the bid.
 - f. 902 Grant -. RETTEW is working on Bid Documents.
 - g. ARLE Transportation Enhancement Grant- RETTEW working on bid documents.
 - h. DCED WRPP Grant-. Submitted, No Updates
 - i. PA Fish & Boat Commission – Ms Stebbins has submitted the application in the amount of \$75,000 for Phase 3 of the Streambank Restoration Project. Submitted, no updates.
 - j. MTF Grant – Submitted, no update
 - k. Pickle Ball Court – See Local Shares Grant. Application due end of the month
 - l. Local Shares Grant. Working on project identification. One such discussion item is updating all of the AEDs, including Admin, Police and Public Works.
12. Shovel Ready Projects -No updates.
13. Schatz v. Borough of Mount Joy - No updates from Borough’s law firm.
14. Florin Hills – Home construction has started and permits issued. CHN/FHP has submitted permit requests for Block V for townhouses. These homes would be directly south of the underground retention basin which according to the plans, ground level needs to be 2 feet above the stormwater facility. Staff is not issuing these permits until at least the NPDES permit revision is issued
- PA DEP and RETTEW have issued additional review documents with a large number of issues. Before Council will be a request that has been made by FHP/CHN to start work on the underground retention/infiltration basin. Based upon review letters and comments, I have advised LCCD and FHP that we are not comfortable with allowing this work to commence. It is up to Committee/Council if you wish to allow them to proceed.**
15. Borough Solicitor – Staff and I have been working on numerous projects with the Borough Solicitor.
- a. Ordinance for Curbs and sidewalk. No updates
 - b. **Bicycle ordinance will come before Council in the near future. ***
 - c. **Brake Retarders will be before Council in the near future. ***
 - **Chief wishes to hold off on approvals until he has completed several ordinances that he is working on in an attempt to lower the cost rather than submitting one at a time. I support this.**
16. Chiques Crossing – No updates
17. Flood Mitigation & Response Plan - Met with staff and EMA to review locations of know flooding issues, locations of basement flooding that FDMJ pumped out to create and heat map. EMA is looking to find data from 2018 event to add to the heat map. This should give staff physical data to look at and to start working on low hanging fruit. Work in progress. No updates.

18. **Website** - Staff have been looking at improvements to our website. First there is a lot of dated information on our current website. There is a new law requiring all websites that need to be ADA compliant. I've been in contact with CivicPlus to look at what they may be able to for the Borough. They currently work with several municipalities in Lancaster County and surrounding counties. I had them present their product during a staff meeting and I received positive response. They were able to run a scan of our current website and found 127 issues that are not ADA compliant. They also offer other services, including two issues that I am interested in regarding Social Media Archiving and Right-to-Know Requests. More discussing this at our October Committee meeting. **We have received a quote from CivicPlus and I am looking at alternative solutions.**

As always, please feel free to contact me if you have any questions.

*******End of Report*******

Fill Existing Storm Pipe
Submission Date: 10/3/2025

Owner : Mount Joy Borough
21 East Main Street
Mount Joy, PA 17552

Project: 25104. / Mt Joy Admin and Police Dept Facility
300 Orchard Road
Mount Joy, PA 17552

Scope of Work: Supply all labor, material and equipment to fill existing abandoned storm pipe with flowable fill, and remove portions where able per response to RFI GC #11.

Description	Est Units	UM	Unit Cost	Est Hrs	Hrs Cost	Estimated Cost
Fill Existing Storm Pipe						
Project Management and Coordination	0.00	HRS	0.00	1.00	120.00	120.00
Foreman/Layout	0.00	HRS	0.00	1.00	83.00	83.00
SM Johns	0.00	LS	0.00	0.00	0.00	4,765.00
				Subtotal Item	1	4,968.00

Cost Type Recap:	Amount
1 Labor	203.00
4 Subcontract	4,765.00
Subtotal Item	4,968.00
OH&P - Labor	15.00% 30.00
OH&P - Sub	5.00% 238.00
Bond	1.00% 52.00
Requested Total For Item	1 5,288.00
Total For Change Order	5,288.00

At this time eciConstruction is not requesting a time extension as a result of this change proposal. If at a later date, it is determined this change to the work has extended the contract duration eciConstruction reserves the right to seek compensation for extension of time.

If you have questions please call me at 717-638-3000.

Approved By: Mount Joy Borough

Submitted By: eciConstruction, LLC

Signed: 

Signed: 

By: MARK G. PUGLIESE I

By: Brian Imler

Date: 10/29/2025

Date: 10/3/2025

3 Sarah Lane
 Mount Joy, PA 17552
 +17174928126
 Accounting@smjohns.com



Proposal 6025

DATE 08/21/2025

ADDRESS

ECI
 124 W Church Rd
 Dillsburg, PA 17019

P.O. NUMBER

Mount Joy T&M pipe removal

SALES REP

Steven M. Johns

ACTIVITY	QTY	RATE	AMOUNT
Per direction of the Architect RFI#GC-11 Existing pipes under the new building, inlet in the parking lot, and all associated pipes were either removed or filled with flowable fill			
Camera service to gather information of pipe sizes and direction.			
Camera service	1	350.00	350.00
Labor	2.50	90.00	225.00
Dig open pipe ends and fill with flowable fill inside the new building			
5yds flowable fill			869.84
Excavator	1	157.00	157.00
Labor	2	90.00	180.00
Dig out inlet in edge of parking lot Dig at building to locate end of existing pipe Backfill at inlet location after filling existing pipe with flowable fill under North parking lot Fill pipe run under parking lot with flowable fill Excavate to find pipe on South side of building in parking lot Found existing pipe end Removed pipe and backfill			
Excavator	5.50	157.00	863.50
Skid loader	0.50	145.00	72.50
Labor	3	90.00	270.00
Trench roller	0.50	75.00	37.50
Flowable fill 10yds	10	173.97	1,739.70

Due to the volatile nature of the economy, material pricing is not guaranteed. Vendor pricing and fuel surcharges are subject to sudden changes which are out of our control and may affect the estimate. We will honor SM Johns labor and equipment rates.

SUBTOTAL 4,765.04
 TAX 0.00

Exclusions: Rock, dewatering, unsuitable soils, permits, inspections, any other item not specified in this estimate. To schedule work, please return the signed acceptance. Balance will be invoiced NET DUE 15 days after completion of work. Credit cards accepted to \$3,000. Over \$3,000 will include a 2.75% surcharge / 3.5% if not presented for swipe. Fee for processing permits: \$55 / hour PLUS permit cost.

TOTAL	\$4,765.04
-------	------------

Accepted By

Accepted Date



REQUEST FOR INFORMATION

124 W. Church, Street, Dillsburg, PA 17019
(717) 638-3000-Office * (717) 638-3002-Fax

New Mount Joy Borough Administration and Police Department Facility

Architect:

Crabtree Rohrbaugh and Associates
Mechanicsburg, PA 17055
CRA Job No. 3271

REQUEST FOR INFORMATION

RFI No. GC-11	Job No. ECI:	Spec. Section: 052100-053100
	Drawing No.:	Contractor's Ref. No.:

Brief Description:**Exposed Pipes and Drains**

Request Date: 4-30-25	Requested by: Brian Imler, Project Manager	Response Needed By:
	Estimated Cost Impact: <input type="checkbox"/> Additional Cost <input type="checkbox"/> No Change <input type="checkbox"/> Credit	Estimated Time Impact: <input type="checkbox"/> YES Amount: <input type="checkbox"/> NO

Detailed Description:

While digging footers we dug through an existing metal corrugated pipe that was leaking water into the footer. This pipe runs under the building pad about 8' deep and we believe it slopes uphill and was exposed at subgrade in the building pad. We found another drain at subgrade in the parking lot. Please advise what should be done with the exposed pipes & drains. Thank you.

RESPONSE

Response Date:	Response by:	Discipline:
	Estimated Cost Impact: <input type="checkbox"/> Additional Cost <input type="checkbox"/> No Change <input type="checkbox"/> Credit	Estimated Time Impact: <input type="checkbox"/> YES <input type="checkbox"/> NO

Response:

Any existing pipes that are in conflict with new proposed structures/utilities should be removed in their entirety and backfilled with suitable structural fill in accordance with the Geotechnical Engineering Report. If the existing pipes are NOT in conflict with new proposed structures/utilities but are still within proposed building pad or asphalt/concrete covered areas, the pipes can remain in place but must be filled with flowable fill. One end of the pipe should be capped; then flowable fill placed within the opening and filled completely; finally, the other end of the pipe should be capped. If the end of the pipe can't be capped, remove the pipe in its entirety and backfill with suitable structural fill in accordance with the Geotechnical Engineering Report.

Attached Document Description:

Pipe Chase

Submission Date: 10/21/2025

Owner : Mount Joy Borough
 21 East Main Street
 Mount Joy, PA 17552

Project: 25104. / Mt Joy Admin and Police Dept Facility
 300 Orchard Road
 Mount Joy, PA 17552

Scope of Work: Supply all labor, material and equipment to install pipe chase walls in Room A137 & A127.

Description	Est Units	UM	Unit Cost	Est Hrs	Hrs Cost	Estimated Cost
Pipe Chase						
Project Management and Coordination	0.00	HRS	0.00	1.00	120.00	120.00
Foreman/Layout	0.00	HRS	0.00	1.00	83.00	83.00
PC Haines	0.00	LS	0.00	0.00	0.00	1,306.00
				Subtotal Item	1	1,509.00
Cost Type Recap:						Amount
1 Labor						203.00
4 Subcontract						1,306.00
				Subtotal Item		1,509.00
OH&P - Labor					15.00%	30.00
OH&P - Sub					5.00%	65.00
Bond					1.00%	16.00
Requested Total For Item					1	1,620.00
Total For Change Order						1,620.00

At this time eciConstruction is not requesting a time extension as a result of this change proposal. If at a later date, it is determined this change to the work has extended the contract duration eciConstruction reserves the right to seek compensation for extension of time.

If you have questions please call me at 717-638-3000.

Approved By: Mount Joy Borough

Submitted By: eciConstruction, LLC

Signed: 

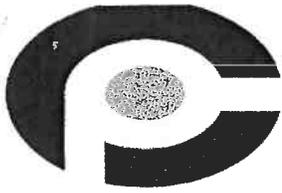
Signed: 

By: MARK G PUGLIESE

By: Brian Imler

Date: 10/29/2025

Date: 10/21/2025



PC HAINES INC.

WALL & CEILING CONTRACTOR

COLD-FORM METAL FRAMING
COLD-FORM METAL TRUSSES
METAL COLUMN COVERS
GYPSUM SHEATHING
SHEATHING

OFFICE: 717-898-1723

GYPSUM BOARD SHAFTWALL ASSEMBLIES
NON-STRUCTURAL METAL FRAMING
PENETRATION FIRESTOPPING
ACOUSTICAL PANEL CEILINGS
SOUND-ABSORBING WALL UNITS

ADDRESS: 132 WEST BROAD STREET, SALUNGA, PA. 17538

THERMAL INSULATION
MOISTURE BARRIER
GYPSUM BOARD
PLASTIC PANELING
JOINT SEALANTS

WEBSITE: PCHAINES.COM

PROPOSED CHANGE ORDER

eci Construction
124 W Church Street
Dillsburg, PA. 17019

Date: 10/21/2025
PCH CO: 01

Attention: Brian Imler
Reference: Mount Joy Borough Admin/Police Dept.

This change order is for the addition of pipe chase walls in rooms A137 and A127

CHANGE ORDERS GOOD FOR 10 BUSINESS DAYS DUE TO COVID/MANUFACTURES

Exclusions: No dumpsters or Temporary walls

Quantities	Unit	Description	Price	Total			
0	LF	3-5/8" 20ga. 33mil Structural Track 1-1/4" Flange	\$1.15	\$0.00			
0	LF	3-5/8" 20ga. 33mil Structural Stud 1-5/8" Flange	\$1.35	\$0.00			
0	LF	3-5/8" 20ga. 33mil Structural Slotted Track 3" Flange	\$1.55	\$0.00			
0	LF	3-5/8" 18ga. 43mil Structural Track 1-1/4" Flange	\$1.30	\$0.00			
0	LF	3-5/8" 18ga. 43mil Structural Stud 1-5/8" Flange	\$1.60	\$0.00			
0	LF	6" 16ga. Structural Track 2" Flange	\$3.00	\$0.00			
0	LF	6" 16ga. Structural Stud 1-5/8" Flange	\$2.60	\$0.00			
0	LF	8" 16ga. Structural Track 2" Flange	\$3.50	\$0.00			
0	LF	8" 16ga. Structural Stud 1-5/8" Flange	\$3.00	\$0.00			
0	Each	ClarkDietrich - Pony Wall Heavy	\$100.00	\$0.00			
0	LF	ClarkDietrich - 1-1/2" 16ga. Cold-Roll-Channel	\$0.85	\$0.00			
0	Each	ClarkDietrich - Fastbridge Clip FB43	\$0.90	\$0.00			
0	Each	ClarkDietrich - LA543 - 3"x3"x3-1/4"	\$3.00	\$0.00			
0	BOX	Hilti - S-MD12 - 14x3/4" HWH3 (5,000 per Box)	\$240.00	\$0.00			
0	BOX	Hilti - X-U 32M Pin & Yellow Shot (100pcs per Box)	\$70.00	\$0.00			
0	SF	Hoover - 3/4" FRT Plywood	\$2.35	\$0.00			
0	Each	ClarkDietrich - Danback Flexible Wood Blocking	\$8.50	\$0.00			
0	BOX	Hilti - 12-24 X 2" PFH4 - Wood Screw	\$625.00	\$0.00			
0	Each	Henry - Blueskin VP 160 Self-Adhering Barrier	\$600.00	\$0.00			
10	LF	3-5/8" 20ga. (30mil) Slotted Deflection Track 3" Flange	\$2.00	\$20.00			
10	LF	3-5/8" 20ga. (30mil) Regular Track 1-1/4" Flange	\$1.25	\$12.50			
112	LF	3-5/8" 20ga. (30mil) Studs 1-1/4" Flange	\$1.25	\$140.00			
0	BOX	Hilti - S-DD10 - 18x3/4" PTH3 (5,000pcs per Box)	\$285.00	\$0.00			
0	BOX	Hilti - X-S G3 MX Pin & Gas (900pcs per Box)	\$225.00	\$0.00			
130	SF	Knauf - R11 Unfaced Batt Insulation	\$0.85	\$110.50			
0	SF	Johns Manville - 6" Mineral Wool Batt Insulation	\$1.75	\$0.00			
160	SF	National Gypsum - 5/8" Evolve X	\$0.65	\$104.00			
0	BOX	Hilti - PBH S M1 Sharp-Point - 1-1/4" Drywall Screw (8,000 per Box)	\$230.00	\$0.00			
0	Each	ProForm Lite Blue Joint Compound w/ Dust-Tech (5 gallon bucket)	\$26.00	\$0.00			
0	LF	Armstrong 7301 12' Mains	\$0.90	\$0.00			
0	LF	Armstrong XL7342 4' Tees	\$1.00	\$0.00			
0	LF	Armstrong XL7328 2' Tees	\$1.00	\$0.00			
0	LF	Armstrong 7800 12' Wall Molding	\$0.70	\$0.00			
0	SF	Armstrong - #565 Sqaure Layin Tile	\$2.30	\$0.00			
0	Each	Hilti - Pre-tie 12ga. Hanger Wire per Bundle	\$180.00	\$0.00			
0	Each	JLG - 1930ES Scissors Lift per month	\$3,000.00	\$0.00			
			Sub Total Material	\$387.00			
HOURS	BASE RATE	BURDEN	WAGE	SALES TAX	6%	\$23.22	
9	\$54.28	35%	\$73.28		Labor	\$659.50	
					Foreman	\$65.95	
					Labor & Material	\$1,135.67	
					Overhead & Profit	15%	
					Total	\$1,306.02	
	CREDIT	ADD				\$0.00	
						Total after Rounding	\$1,306.00

Change Orders

Vender	#	PAID	Disputed
GC	1	\$ 1,572.00	
GC	2	\$ 2,093.00	
GC	3	\$ 4,027.00	
GC	4	\$ 8,719.00	
GC	5	\$ 2,351.00	
GC	6	\$ (1,055.00)	
GC	7	\$ 897.00	
GC	8		\$ 3,046.00
GC	9	\$ 2,914.00	
GC	10	Error	
GC	11	\$ 5,288.00	
GC	12	\$ 1,620.00	
TOTAL-GC		\$ 28,426.00	
EC	1	\$ 850.86	
EC	2	\$ 3,763.15	
TOTAL-EC		\$ 4,614.01	
Total as of 10.29.2025		\$ 33,040.01	



Pennsylvania Local Government Investment Trust



Current Investment Rates & Benefits

October 27, 2025

PLGIT 7-Day Yields¹

PLGIT-Class

3.97%

Reserve Class

4.06%

PLGIT/PRIME

4.24%

PLGIT/TERM²

Maturity	Net Rate
90 Days	3.92%
180 Days	3.80%
270 Days	3.72%

PLGIT CD Purchase Program²

Maturity	Net Rate
90 Days	4.25%
180 Days	4.10%
270 Days	3.98%



Account Statement
For the Month Ending September 30, 2025

Signature 10/7/25

Consolidated Summary Statement

Borough of Mount Joy

Account Number	Account Name	Opening Market Value	Purchases / Deposits	Redemptions / Sales / Maturities	Unsettled Trades	Change in Value	Closing Market Value	Cash Dividends and Income
00007036016	General Fund	2,537,913.17	9,010.88	0.00	0.00	0.00	2,546,924.05	9,010.88
00007036023	Highway Aid Fund	62,413.32	221.60	0.00	0.00	0.00	62,634.92	221.60
00007036037	Capital Improvement Fund	259,152.47	920.09	0.00	0.00	0.00	260,072.56	920.09
00007036044	Refuse/Recycling Fund	486,826.02	1,728.48	0.00	0.00	0.00	488,554.50	1,728.48
00007036051	Building Project	7,691,878.55	25,868.72	(420,000.00)	0.00	0.00	7,297,747.27	25,868.72
Total		\$11,038,183.53	\$37,749.77	(\$420,000.00)	\$0.00	\$0.00	\$10,655,933.30	\$37,749.77



We answer to you.

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Engineers

Environmental
Consultants

Surveyors

Landscape
Architects

Safety
Consultants

October 16, 2025

Mr. Mark Pugliese I, Manager
Mount Joy Borough
21 E. Main Street
Mount Joy, PA 17552

RE: Little Chiques Park Phase 3 Stream Restoration - Construction Bids
Award Recommendation
RETTEW Project No. 0296104126

Dear Mr. Pugliese:

We have reviewed the bids received on October 14, 2025 for the Little Chiques Park Phase 3 Stream Restoration Project. Attached you will find the tabulation of the four bids received and a summary of the bid totals. We have also reviewed the documents submitted as part of the bids and find them to be in accordance with the requirements.

Based on our review, the lowest responsible bidder is Stonewood Landshaping, Inc. with a total bid of **\$290,000.00**. We have contacted several of their project references and received positive feedback on their work. We recommend awarding the Phase 3 contract to Stonewood Landshaping, Inc.

Sincerely,

Kara M. Kalupson, RLA
Project Manager
Kara.Kalupson@rettew.com

Enclosures

copy: Mark Pugliese I, Manager (manager@mountjoypa.org)

Z:\Shared\Projects\02961\0296104126 - Stream Restoration Phase 3\08 Construction\15 Bids - RFS\Ltr_Ph 3 Award Recommendation_2025-10-16.docx



LITTLE CHIQUES PARK STREAM RESTORATION PHASE 3
MOUNT JOY BOROUGH, LANCASTER COUNTY
PROJECT NO. 0296104126
PROJECT MANAGER: KARA KALUPSON

October 14, 2025

				Stonewood Landshaping, Inc. 358 E. 6th Street Red Hill, PA 18076		Cornerstone Landscapes 361 W. Cherry Road Nescopack, PA 18635		Flyway Excavating, Inc. 4070 Old Harrisburg Pike Mount Joy, PA 17552		Kinsley Construction, LLC 1110 East Princess St PO Box 2886 York, PA 17406	
ITEM	DESCRIPTION	QUAN.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization and Demobilization	1	LS	\$50,000.00	\$50,000.00	\$35,000.00	\$35,000.00	\$20,000.00	\$20,000.00	\$26,000.00	\$26,000.00
2	Erosion and Sedimentation Control	1	LS	\$10,000.00	\$10,000.00	\$19,246.36	\$19,246.36	\$4,500.00	\$4,500.00	\$26,000.00	\$26,000.00
3	Site Clearing and Earthwork	1	LS	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00	\$32,000.00	\$32,000.00
4	In-Stream and Streambank Structures	1	LS	\$100,000.00	\$100,000.00	\$165,000.00	\$165,000.00	\$220,000.00	\$220,000.00	\$198,000.00	\$198,000.00
5	Riparian Buffer Plantings and Permanent Restoration	1	LS	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$28,000.00	\$28,000.00
6	Boulder Fences	1	LS	\$10,000.00	\$10,000.00	\$15,343.50	\$15,343.50	\$15,000.00	\$15,000.00	\$23,000.00	\$23,000.00
7	Removal of Deposited Materials	1	LS	\$60,000.00	\$60,000.00	\$4,000.00	\$4,000.00	\$20,000.00	\$20,000.00	\$12,100.00	\$12,100.00
	TOTAL BID				\$290,000.00		\$303,589.86		\$334,500.00		\$345,100.00



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date October 1, 2025

Business or Organization Name (Employer) Stonewood Landshaping, Inc.

Address 358 E 6th Street

City Red Hill

State PA

Zip Code 18076

Contractor Subcontractor (check one)

Contracting Public Body Mount Joy Borough

Contract/Project No 0296104126

Project Description Construction of in-stream structures on 1,700 feet of stream, floodplain benching, and riparian buffer plantings.

Project Location Little Chiques Park

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, Janet L. Hoffman, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.


Authorized Representative Signature

NON-COLLUSION AFFIDAVIT

State of Pennsylvania

: SS

County of Montgomery :

I state that I am Office Manager of Stonewood Landshaping, Inc., and that I am authorized to make this Affidavit on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before Bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a bid higher than this Bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. Stonewood Landshaping, Inc. its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion* with respect to bidding on any public contract, except as follows:

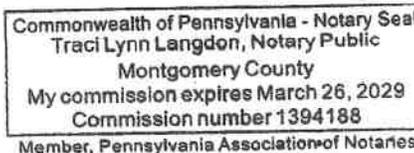
I state that Stonewood Landshaping, Inc. understands and acknowledges that the above representations are material and important, and will be relied on by Mount Joy Borough in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement of this affidavit is and shall be treated as fraudulent concealment from Mount Joy Borough of the true facts relating to submission of bids for this contract.

Janet L. Hoffman Janet L. Hoffman Office Manager
(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS 1 DAY OF October, 2025

Traci Lynn Langdon
Notary Public My Commission Expires: 03/26/2029

* Involvement in this activity does not prohibit the Mount Joy Borough from accepting this bid or awarding a contract; but this may be a ground for determining whether the Mount Joy Borough should decide to award a contract based on a lack of responsibility.



INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid. According to the Pennsylvania Antirigging Act, 73 P.S. § 1611 et seq, governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the Bid.
3. Bid rigging and other efforts to restrain competition, and making of false sworn statements in connection with the submission of Bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure themselves that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the Bid.
4. In the case of a Bid submitted by a joint venture, each party to the venture must be identified in the Bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "Complementary Bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the Bid.

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Grantee, any subgrantee, contractor, or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lit places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each

subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government **contracts** or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, **records**, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
9. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these **provisions** are ongoing from and after the **effective** date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Based on Management Directive 215.16 Amended (8/2/18)

Contractor **Acknowledgement**

Authorized Signature 
Janet L. Hoffman, Office Manager

Date October 7, 2025

DCNR-2023-Gen
Gen-GPM - 1 Rev. 8/18

BID FORM

Project Identification: Contract No.1 – General Construction
Little Chiques Park Stream Restoration Phase 3

RETTEW Project No.: 0296104126

Name of Bidder: Stonewood Landshaping, Inc.

This Bid is submitted to: Mount Joy Borough
21 E. Main Street
Mount Joy, PA 17552

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 60 days after the day of Bid opening unless award is delayed by a required approval of another government agency, the sale of bonds, or the award of a grant or grants, in which case this Bid shall remain subject to acceptance for 120 days after the bid opening date as provided by the Act of November 26, 1978 (P.L. 1309, No. 317), as amended by the Act of December 12, 1994 (P.L. 1042, No. 142). Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - a. Bidder has examined and carefully studied the Contract Documents and the following Addenda receipt of all which is hereby acknowledged:

Addendum 1

- b. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- c. Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
- d. If applicable, Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) that have been identified in the Supplementary Conditions as referenced in Article 4 of the General Conditions. Bidder accepts the determination set forth in Paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such

reports and drawings upon which Bidder is entitled to rely as provided in Article 4 of the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise that may affect cost, progress, performance or furnishing of the Work or that may relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

- e. Bidder is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to work for which this Bid is submitted as indicated in the Contract Documents.
 - f. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
 - g. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - h. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER. Bidder is aware that they must complete a minimum of fifty (50) percent of the work on the project with its own forces.
4. Bidder will complete the Work in accordance with the Contract Documents for the prices entered into the electronic Bid Table on the PennBID website, which is located under the Pricing Section. (The electronic Bid Form may be downloaded and printed for the Bidder's use.)
 5. Bidder agrees that the Work will be substantially complete on or before March 20, 2026 as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment within 7 calendar days after the date of Substantial Completion. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.
 6. The following documents shall be completed by each bidder and submitted electronically with the bid:
 - a. Experience Questionnaire; Required Bid Security; Bid Form, Non-Collusion Affidavit; Nondiscrimination Sexual Harassment Provisions; Public Works Employment Verification; Prime Contractor Disadvantaged Business Enterprise (DBE) Compliance Statement with supporting documentation.

7. Communications concerning this Bid shall be addressed to the address of Bidder indicated below or the following address:
Stonewood Landshaping, Inc, 358 E. 6th Street, Red Hill, PA 18076
Attention: Richard B. Rachor, Jr., President

8. The terms used in this Bid that are defined in the General Conditions or Instructions will have the meanings assigned to them in the General Conditions or Instructions.

SUBMITTED on

If Bidder is:

An Individual

By: _____ (SEAL)
(INDIVIDUAL'S NAME)

doing business as
Business Address: _____

Phone No.: _____

A Partnership

By: _____ (SEAL)
(FIRM'S NAME)

(GENERAL PARTNER)

Business Address: _____

Phone No.: _____

A Corporation

By: Stonewood Landshaping, Inc. (SEAL)
(CORPORATION'S NAME)

Pennsylvania
(STATE OF INCORPORATION)

By: Richard B. Rachor, Jr. *Richard B Rachor* (SEAL)
(NAME OF PERSON AUTHORIZED TO SIGN)

President
(TITLE)

(Corporate Seal)

Attest: *Carol L. Hoffman*
(SECRETARY)

Business Address: 358 E. 6th Street, Red Hill, PA 18076

Phone No.: 610-721-2447

A Joint Venture

By: _____ (SEAL)
(NAME)

EXPERIENCE QUESTIONNAIRE

PROJECT IDENTIFICATION Little Chiques Park Stream Restoration Phase 3

CONTRACT IDENTIFICATION: 0296104126

SUBMITTED TO: MOUNT JOY BOROUGH
21 E. Main Street
Mount Joy, PA 17552

BY: Stonewood Landshaping, Inc. (-Corporation
(-Partnership
(-An Individual

PRINCIPAL OFFICE ADDRESS 358 E. 6th Street, Red Hill, PA 18076

(The signer of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.)

1. What type of business is Bidder's organization? Stream Restoration, retaining walls, logging, clearing , excavation

2. How many years has Bidder's organization been performing work, as a contractor or subcontractor, of the type required for this Project? 11 years

3. Provide information on all service contracts currently in progress.

Contract Amt.	Type of Work	% Completed	Name and Address of Owner(*)	Engineer/ Architect(*)
<u>\$863,433.86</u>	<u>Stream Restoration</u>	<u>75%</u>	<u>Wyoming Valley Sanitary Authority, 1000 Wilkes-Barre Street, Hanover Twp., PA 18703</u>	<u>Verdantas, Lisa Clemente</u>
<u>\$342,906.20</u>	<u>Basin retrofit</u>	<u>85%</u>	<u>Wyoming Valley Sanitary Authority, 1000 Wilkes-Barre St, Hanover Tw, PA 180703</u>	<u>Reilly Associates, David Mizwinski</u>
<u>\$131,300.00</u>	<u>Stream Restoration</u>	<u>0%</u>	<u>Concord Township, 43 S. Thornnton Rd., Glen Mills, PA 19342</u>	<u>Pennoni, Nathan M. Cline, PE</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

(*) Provide name of contact person.

4. What five (or more) projects, comparable to this Project, has Bidder's organization completed within the last five years?

<u>Contract Amt.</u>	<u>Type of Work</u>	<u>When Completed</u>	<u>Name and Address of Owner (*)</u>	<u>Engineer/Architect (*)</u>
<u>\$410,767.94</u>	<u>Stream Restoration</u>	<u>June 2025</u>	<u>Wyoming Valley Sanitary Authority, 1000 Wilkes-Barre Street, Hanover Twp., PA 18703, Jeff Colella</u>	<u>Herbert Rowland & Grubic Scott Smith</u>
<u>\$200,000.00</u>	<u>Stream Restoration</u>	<u>April 2025</u>	<u>Cheltenham Township, 8230 Old York Rd., Elkins Park, PA 19027, Samantha Brinker</u>	<u>Gannett Fleming, Inc., Rodger Phillips</u>
<u>\$350,000.00</u>	<u>Stream Restoration</u>	<u>October 2024</u>	<u>Cheltenham Township, 8230 Old York Rd., Elkins Park, PA 19027 Samatha Brinker</u>	<u>Gannett Fleming, Inc., Rodger Phillips</u>
<u>\$143,500.00</u>	<u>Restoration of embankment</u>	<u>September 2024</u>	<u>Bucks County Conservation District, 1456 Ferry Road, Suite 700, Doylestown PA 18901 Karen Ogden</u>	<u>No Engineer</u>
<u>\$743,100.00</u>	<u>Stream Restoration</u>	<u>July 2024</u>	<u>Doylestown Township, 425 Wells Road, Doylestown Stephanie Mason</u>	<u>Gilmore & Associates, Inc. Sharo K Dotts, PE</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

(*) Provide name of contact person.

5. Has Bidder's organization ever defaulted on any contract or failed to complete any contract? No

If so, where and why? _____

6. List names, addresses, and phone numbers of individuals or organizations that can be contacted by Owner or Engineer to obtain references. _____

Silt Containment Solutions, Inc. 6464 Chestnut Street, Zionsville, PA 18092 , 610-393-5220

Clearville Nursery, Inc., 1910 Clearview Road, Souderton, PA 18964, 215-723-6444

New Enterprise Stone & Lime Company, PO Box 645211, Pittsburgh PA 15264 814-766-2211

Plumbstead Materials, 350 S. Main Street, Suite 207, Doylestown, PA 18901 267-880-2422

7. What is the construction experience of the principal individuals of Bidder's organization?

Individual's Name	Present Position or Office	Magnitude and Type of Work	In What Capacity?
Richard B. Rachor, Jr.	President	Excavation	30 plus years
Janet L. Hoffman	Office Manager	Executive Administrator	25 plus years
Glenn Gilbert	Site Manager	Excavation	10 plus years

STATE OF Pennsylvania

COUNTY OF Montgomery

Richard B. Rachor, Jr. being duly sworn deposes and says that he is President of Stonewood Landshaping, Inc.
Title Name of Organization

and that the answers to the foregoing questions and all statements therein are true and correct.

Richard B. Rachor, Jr.
Signature

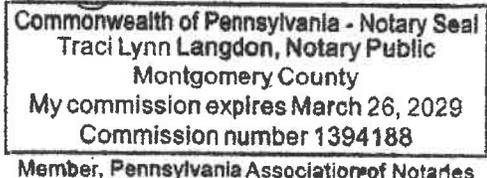
Sworn to before me this 13 Day of October, 2025

My commission expires 03/26/2029

Traci Lynn Langdon
Signature of Notary Public

Type or print name below each signature.

END OF EXPERIENCE QUESTIONNAIRE





CONTRACT PROCUREMENT BREAKDOWN

PROJECT NAME: Little Chiques Park Stream Restoration Phase 3	CONTRACT NO.: 0296104126
CONTRACTOR NAME: Stonewood Landshaping, Inc.	Prepared by: Janet L. Hoffman

For each contract associated with the above project, the contractor must list all construction, equipment, services and supplies utilized under the individual contract, and provide the procurement method used to obtain each item. Attach additional sheets if necessary. Each item listed below as being subcontracted, rented, or purchased should be used as the criteria for the DGS Web site printouts and the development of the solicitation letter.

CONSTRUCTION	List Work Trade or Task	Estimated Item Cost ≥ \$750,000	Self-perform	Subcontract	For DEP Use Only	
Some Examples: Trucking, Paving, Excavation, Concrete Curb and Sidewalk, Installation of Pipe, Fence and Rebar, Painting, Roofing, etc.	Excavation	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>		
EQUIPMENT	List All Equipment Required		Purchase	Own	Rent	For DEP Use Only
Some Examples: Controls and Instrumentation, Pumps, Generators, Storage Tanks, Conveyors, Backhoe, Crane, etc.	Excavator	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Backhoe	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Triaxle	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Pumps	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Terramac	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
SERVICES	List All Services Required		Self-perform	Subcontract	For DEP Use Only	
Some Examples: Construction Inspection and Observation, Materials Testing, Engineering, Flagging, Construction Photography, etc.	Labor	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>		
SUPPLIES	List All Supplies Required		Purchase	In-house Stock	For DEP Use Only	
Some Examples: Asphalt, Concrete, Stone, Pipe, Valves, Manholes, Rebar, Steel Doors, Trusses, Lumber, Silt Fence, Wire, Conduit, Water Meters, Rain Barrels, Dirt and Gravel, etc.	Plants	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
	Aggregate	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>		



**PRIME CONTRACTOR DISADVANTAGED BUSINESS ENTERPRISE (DBE)
COMPLIANCE STATEMENT**

CONTRACTOR NAME: Stonewood Landshaping, Inc.

GRANT/LOAN RECIPIENT NAME: Mount Joy Borough

CONTRACT NUMBER: 0296104126

Date of Initial Solicitation October 6, 2025 Date of Follow-up Solicitation October 9, 2025

Date of Search October 6, 2025 Counties Searched All counties

Solicited by email fax

Please submit the following items, along with this form, to the Grant/Loan recipient.

- Grant/Loan recipient has been provided copies of all documentation that supports the direct search for and solicitation of potential participation of DBE firms in the competitive process to be retained on file for review. This includes the documentation related to web searches, contact correspondence, and contact logs.
- Copies of any quotes received from DBE firms in response to solicitation efforts are attached.
- Contract Procurement Breakdown Form

As the owner for the above named company, I certify that the six good faith efforts have been performed in conformance with DBE regulations 40 CFR 33.301. All efforts have been properly documented as outlined in the DBE Guidance Document. All documentation has been supplied to the above named grant/loan recipient to be retained in accordance with applicable record retention requirements under the financial assistance agreement for the above named project. I understand that such documentation is subject to an audit review by the US Environmental Protection Agency or the Pennsylvania Department of Environmental Protection, Division of Technical and Financial Assistance to further ensure compliance. I understand that by signing this statement that the DBE regulations 40 CFR 33.105 include compliance and enforcement provisions to which the grant/loan recipient and sub-recipients are subject. I understand by signing this statement that the DBE regulations 40 CFR 33.302 include additional contract administrative requirements that I must comply with.

Signature of Owner

October 14, 2025
Date

Richard B. Rachor, Jr., President
Printed Name of Owner

MAIL TO: Grant/Loan recipient

Manager

From: Kara Kalupson <kara.kalupson@rettew.com>
Sent: Friday, October 17, 2025 2:52 PM
To: Manager
Cc: Zoning
Subject: FW: PAD360126 A-1 Florin Hills Technical Deficiencies and Draft Issuance

Hi Mark:

I wanted to let you know that I would **not recommend** allowing Charter to begin installation of Subsurface BMP 2 until the NPDES Major Permit Amendment is approved. Allowances have already been made to conduct earthmoving activity in limited areas shown on the red-lined plan and construction of some of the housing units. The applicant clearly stated that BMP 2 would not be installed until permit approval, and I think the Borough should hold them to that as there are 83 outstanding technical review comments not yet addressed by the applicant.

Let me know if you have questions.

Kara M. Kalupson, RLA
Sr. MS4 Coordinator / Project Manager

Office: 800-738-8395
Direct: 717-431-3706
kara.kalupson@rettew.com

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A 100% Employee-Owned Company
[Learn about our municipal services](#)
<http://www.rettew.com/>

From: Eric Hout <EricHout@lancasterconservation.org>
Sent: Friday, October 17, 2025 1:55 PM
To: Manager <Manager@mountjoyopa.org>; Kara Kalupson <kara.kalupson@rettew.com>
Subject: RE: PAD360126 A-1 Florin Hills Technical Deficiencies and Draft Issuance

This message originated from outside your organization

Hi Brent and Kara,

Could you let me know whether or not the Borough would be amenable to entertaining Anthony's request? I am thinking that having a coordinated effort here could be beneficial, especially since this facility is a facility that provides stormwater management for a chunk of Phase 3. If the Borough is not amenable to allowing for BMP-2 to be installed until after the NPDES amendment is issued, I'll stand behind your decision. If you are planning to defer to us, feel free to let me know. I'm happy to hop on a call with you if that's easier. Thanks.



Eric Hout, CPESC, CESSWI

E&S Technical Manager

Lancaster County Conservation District

ADDRESS 1383 Arcadia Road, Room 200
Lancaster, PA 17601

PHONE (717) 299-5361 Ext. 2519

EMAIL erichout@lancasterconservation.org

WEB www.lancasterconservation.org

FAX (717) 299-9459

Effective 12/8/25, formal training is required for individuals who conduct visual site inspections of PAG-02 NPDES Permitted sites. To become qualified, earth disturbance contractors/operators may complete the [Qualified Visual Site Inspector Training Program](#) in DEP's Clean Water Academy prior to 12/8/25 and every 2 years thereafter. Contact us for questions on this requirement.

*The Lancaster County Conservation District is open 7:30 AM to 4:00 PM Monday through Friday. If you would like to meet with LCCD staff, please **make an appointment** by phone or email. Appointments may be scheduled in-person or virtually. **Visitors stopping into the office without an appointment may not be assisted depending on staff schedules and availability.** If you need assistance, please call the office at 717-299-5361 x 5. A staff directory and contact information may be found at online at: <https://lancasterconservation.org/about-us/staff/>.*

 Please consider the environment before printing this e-mail.

From: Anthony Faranda-Diedrich <afd@charterhomes.com>

Sent: Friday, October 17, 2025 9:50 AM

To: Eric Hout <EricHout@lancasterconservation.org>

Cc: Manager <Manager@mountjoyva.org>; Kara Kalupson <kara.kalupson@rettew.com>; Brent Bingham <bbingham@kandwengineers.com>; jshyk@kandwengineers.com; Matt Eshelman <meshelman@chnsite.com>; Phillips, Nathan <natphillip@pa.gov>; scwilliams@pa.gov

Subject: RE: PAD360126 A-1 Florin Hills Technical Deficiencies and Draft Issuance

Hi Eric,

I'm checking in on the below email.

I know you have several priorities you are working through, but we really need to move forward with installation of the permanent BMP-2 stormwater facility as soon as possible at this point.

As you know, installation of BMP-2 has no impact on the NPDES major modification that is currently pending for Florin Hill.

It is also located directly under a large, open space area. Starting BMP-2 next week will allow us to finish installation by the end of October, while we still have a window to topsoil and seed the open space, and get some grass to germinate this year before the weather turns. If we don't start BMP-2 by the end of next week, will lose any shot to get grass growing this year.

Starting BMP-2 next week will also keep the sitework contractor working and avoid having the project shut down for lack of work.

Both of these considerations are good for the project.

To keep this conversation moving, we would like to schedule a Teams meeting to discuss this with you. Please let us know if you have availability on Tuesday next week at 1:00 PM for a Teams meeting.

Thanks,

Anthony

ANTHONY FARANDA-DIEDRICH | Vice President | Neighborhood Development
afd@charterhomes.com
(T) 717-560-1400 | (F) 717-560-1138



From: Eric Hout <EricHout@lancasterconservation.org>
Sent: Tuesday, October 14, 2025 7:48 AM
To: Anthony Faranda-Diedrich <afd@charterhomes.com>
Cc: Manager <Manager@mountjoyva.org>; Kara Kalupson <kara.kalupson@rettew.com>; Brent Bingham <bbingham@kandwengineers.com>; ishvk@kandwengineers.com; Matt Eshelman <meshelman@chnsite.com>; Phillips, Nathan <natphillip@pa.gov>; scwilliams@pa.gov
Subject: RE: PAD360126 A-1 Florin Hills Technical Deficiencies and Draft Issuance

Hi Anthony. Thank you for reaching out. I received Brent's email with many of his questions and my aim is to work on that this week. That said, Brent's email is going to take priority over your question below, and I have a large number of other priorities I need to focus on this week. So that said, while I am not ignoring you, please know that it will take at least some time for me/us to think about your request below and I am not committing to a quick answer for you. I think what you are asking will take some time to think through, especially given that the currently approved red-lined plan drawings are clear that construction of this subsurface BMP will occur after approval of the major amendment.

Thanks,



LANCASTER COUNTY
Conservation District

Eric Hout, CPESC, CESSWI

E&S Technical Manager

Lancaster County Conservation District

ADDRESS 1383 Arcadia Road, Room 200
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From: Anthony Faranda-Diedrich <afd@charterhomes.com>
Sent: Friday, October 10, 2025 4:57 PM
To: Eric Hout <EricHout@lancasterconservation.org>
Cc: Manager <Manager@mountiojvpa.org>; Kara Kalupson <kara.kalupson@rettew.com>; Brent Bingham <bbingham@kandwengineers.com>; jshyk@kandwengineers.com; Matt Eshelman <meshelman@chnsite.com>; Phillips, Nathan <natphillip@pa.gov>; scwilliams@pa.gov
Subject: FW: PAD360126 A-1 Florin Hills Technical Deficiencies and Draft Issuance

Eric,

As you know, we received the attached technical comments to our application for the major modification to the NPDES permit for Florin Hill. All of the comments relate to E&S controls and the design of the E&S facilities. None of the comments related to the PCSM design or any of the PCSM BMPs, which have not changed from what is reflected under the original NPDES permit.

K&W is working on a response to the review letter and expects to resubmit the application next week, once it hears back from you on the few questions and clarifications that Brent asked about in his email to you yesterday. Thank you as always for taking the time to review and respond to those questions.

I am reaching out to you to discuss BMP-2, which is the underground PCSM facility that will take stormwater from the majority of Phase 3. The installation of BMP-2 is dealt with in step 15 of the construction sequence. We are nearing completion of the work in steps 1-14 of the sequence and are requesting permission to proceed to step 15 so that we may install BMP-2 while the weather is still amenable to this work.

We feel this is a reasonable request because (1) the PCSM design (including BMP-2) has not changed from what was approved under the original NPDES permit, and (2) none of the comments we received from the Department relate to the PCSM design (or BMP-2, specifically).

Proceeding with the installation of BMP-2 will allow us to keep moving forward in service of the future homeowners that have already purchased homes in the neighborhood, and will avoid having the project shut down because the sitework contractor is out of work.

Would you please discuss this with the Department and get back to us at your earliest convenience regarding this request? The Department is copied on this email so it is aware of the request and can also provide guidance in this matter.

I've copied in the Borough manager and his engineer, so they are in the loop as well.

Thanks again for your help in ensuring that the project continues to advance.

Have a great weekend.

Anthony

ANTHONY FARANDA-DIEDRICH | Vice President | Neighborhood Development
afd@charterhomes.com
(T) 717-560-1400 | (F) 717-560-1138



CHARTER Homes & Neighborhoods

From: Phillips, Nathan <natphillip@pa.gov>

Sent: Friday, October 3, 2025 2:16 PM

To: Anthony Faranda-Diedrich <afd@charterhomes.com>

Cc: Brent Bingham <bbingham@kandwengineers.com>; Eric Hout <erichout@lanasterconservation.org>; Simmons, Eric <ersimmons@pa.gov>

Subject: PAD360126 A-1 Florin Hills Technical Deficiencies and Draft Issuance

Mr. Faranda-Diedrich

The District and the DEP have completed the review of the subject application and have identified technical deficiencies. Attached is the technical deficiency letter.

Also attached are a draft permit and Public Notice. **The public notice must be posted at the project site and at your business address.**

Please let me know that you are able to view the documents; hard copies will not be sent unless requested. Thank you.

Best Regards

Nathan Phillips, P.E. | Permits Section Chief
Department of Environmental Protection | Waterways and Wetlands Program
Southcentral Regional Office
909 Elmerton Avenue | Harrisburg, PA 17110
Phone: 717.705.4798 | Fax: 717-705-4760
www.dep.pa.gov

Manager

From: Phillips, Nathan <natphillip@pa.gov>
Sent: Monday, October 20, 2025 2:35 PM
To: Anthony Faranda-Diedrich
Cc: Manager; Kara Kalupson; Brent Bingham; jshyk@kandwengineers.com; Matt Eshelman; Eric Hout
Subject: RE: [External] RE: PAD360126 A-1 Florin Hills Technical Deficiencies and Draft Issuance

Follow Up Flag: Follow up
Flag Status: Flagged

You don't often get email from natphillip@pa.gov. [Learn why this is important](#)

Mr. Faranda-Diedrich

In considering your request to perform additional earth disturbances associated with the major amendment, namely Phase 3 Sequence of Construction Numbers 15 through 19, as shown on Sheet 6 of the E&S plans, it is noted that the excavated material from BMP 2 is to be deposited in Blocks CC and X. Those blocks are filling in Sediment Basin 1A, reducing its capacity while still having the same drainage area going to it. The sediment basin should not be filled until BMP 2 is operational, taking in the stormwater from the constructed roads, and the temporary inflow pipes removed. Therefore, the work associated with the referenced construction sequence numbers should not commence. Provide a plan in which sediment basin 1A is not filled until BMP 2 is operational, and the DEP will reconsider your request.

Best Regards

Nathan Phillips, P.E. | Permits Section Chief
Department of Environmental Protection | Waterways and Wetlands Program
Southcentral Regional Office
909 Elmerton Avenue | Harrisburg, PA 17110
Phone: 717.705.4798 | Fax: 717-705-4760
www.dep.pa.gov

From: Anthony Faranda-Diedrich <afd@charterhomes.com>
Sent: Friday, October 17, 2025 9:50 AM
To: Eric Hout <EricHout@lancaesterconservation.org>
Cc: Manager <Manager@mountjoypa.org>; Kara Kalupson <kara.kalupson@rettew.com>; Brent Bingham <bbingham@kandwengineers.com>; jshyk@kandwengineers.com; Matt Eshelman <meshelman@chnsite.com>; Phillips, Nathan <natphillip@pa.gov>; Williamson, Scott <scwilliams@pa.gov>
Subject: [External] RE: PAD360126 A-1 Florin Hills Technical Deficiencies and Draft Issuance

ATTENTION: This email message is from an external sender. Do not open links or attachments from unknown senders. To report suspicious email, use the [Report Phishing button in Outlook](#).

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Anthony

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Subject: RE: PAD360126 A-1 Florin Hills Technical Deficiencies and Draft Issuance

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Thanks,

Eric Hout, CPESC, CESSWI
E&S Technical Manager
Lancaster County Conservation District



LANCASTER COUNTY
Conservation District

ADDRESS 1383 Arcadia Road, Room 200
Lancaster, PA 17601
PHONE (717) 299-5361 Ext. 2519
EMAIL erichout@lancasterconservation.org
WEB www.lancasterconservation.org
FAX (717) 299-9459

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Please consider the environment before printing this e-mail.

From: Anthony Faranda-Diedrich <afd@charterhomes.com>
Sent: Friday, October 10, 2025 4:57 PM
To: Eric Hout <EricHout@lancasterconservation.org>
Cc: Manager <Manager@mountjoypa.org>; Kara Kalupson <kara.kalupson@rettew.com>; Brent Bingham <bbingham@kandwengineers.com>; jshyk@kandwengineers.com; Matt Eshelman <meshelman@chnsite.com>; Phillips, Nathan <natphillip@pa.gov>; scwilliams@pa.gov
Subject: FW: PAD360126 A-1 Florin Hills Technical Deficiencies and Draft Issuance

Eric,

As you know, we received the attached technical comments to our application for the major modification to the NPDES permit for Florin Hill. All of the comments relate to E&S controls and the design of the E&S facilities. None of the comments related to the PCSM design or any of the PCSM BMPs, which have not changed from what is reflected under the original NPDES permit.

K&W is working on a response to the review letter and expects to resubmit the application next week, once it hears back from you on the few questions and clarifications that Brent asked about in his email to you yesterday. Thank you as always for taking the time to review and respond to those questions.

I am reaching out to you to discuss BMP-2, which is the underground PCSM facility that will take stormwater from the majority of Phase 3. The installation of BMP-2 is dealt with in step 15 of the construction sequence. We are nearing completion of the work in steps 1-14 of the sequence and are requesting permission to proceed to step 15 so that we may install BMP-2 while the weather is still amenable to this work.

We feel this is a reasonable request because (1) the PCSM design (including BMP-2) has not changed from what was approved under the original NPDES permit, and (2) none of the comments we received from the Department relate to the PCSM design (or BMP-2, specifically).

Proceeding with the installation of BMP-2 will allow us to keep moving forward in service of the future homeowners that have already purchased homes in the neighborhood, and will avoid having the project shut down because the sitework contractor is out of work.

Would you please discuss this with the Department and get back to us at your earliest convenience regarding this request? The Department is copied on this email so it is aware of the request and can also provide guidance in this matter.

I've copied in the Borough manager and his engineer, so they are in the loop as well.

Thanks again for your help in ensuring that the project continues to advance.

Have a great weekend.

Anthony

ANTHONY FARANDA-DIEDRICH | Vice President | Neighborhood Development
afd@charterhomes.com
(T) 717-560-1400 | (F) 717-560-1138



From: Phillips, Nathan <natphillip@pa.gov>
Sent: Friday, October 3, 2025 2:16 PM
To: Anthony Faranda-Diedrich <afd@charterhomes.com>
Cc: Brent Bingham <bbingham@kandwengineers.com>; Eric Hout <erichout@lanasterconservation.org>; Simmons, Eric <ersimmons@pa.gov>
Subject: PAD360126 A-1 Florin Hills Technical Deficiencies and Draft Issuance

Mr. Faranda-Diedrich

The District and the DEP have completed the review of the subject application and have identified technical deficiencies. Attached is the technical deficiency letter.

Also attached are a draft permit and Public Notice. **The public notice must be posted at the project site and at your business address.**

Please let me know that you are able to view the documents; hard copies will not be sent unless requested. Thank you.

Best Regards

Nathan Phillips, P.E. | Permits Section Chief
Department of Environmental Protection | Waterways and Wetlands Program
Southcentral Regional Office
909 Elmerton Avenue | Harrisburg, PA 17110
Phone: 717.705.4798 | Fax: 717-705-4760
www.dep.pa.gov

Manager

From: Eric Hout <EricHout@lancasterconservation.org>
Sent: Friday, October 17, 2025 1:57 PM
To: Manager; Kara Kalupson
Subject: RE: PAD360126 A-1 Florin Hills Technical Deficiencies and Draft Issuance

And Mark, my apologies, I got you and Brett mixed up...yes, my email was directed to you! I think I'm a little tired after the week!



Eric Hout, CPESC, CESSWI

E&S Technical Manager

Lancaster County Conservation District

ADDRESS 1383 Arcadia Road, Room 200
Lancaster, PA 17601

PHONE (717) 299-5361 Ext. 2519

EMAIL erichout@lancasterconservation.org

WEB www.lancasterconservation.org

FAX (717) 299-9459

Effective 12/8/25, formal training is required for individuals who conduct visual site inspections of PAG-02 NPDES Permitted sites. To become qualified, earth disturbance contractors/operators may complete the [Qualified Visual Site Inspector Training Program](#) in DEP's Clean Water Academy prior to 12/8/25 and every 2 years thereafter. Contact us for questions on this requirement.

The Lancaster County Conservation District is open 7:30 AM to 4:00 PM Monday through Friday. If you would like to meet with LCCD staff, please **make an appointment** by phone or email. Appointments may be scheduled in-person or virtually. **Visitors stopping into the office without an appointment may not be assisted depending on staff schedules and availability.** If you need assistance, please call the office at 717-299-5361 x 5. A staff directory and contact information may be found at online at: <https://lancasterconservation.org/about-us/staff/>.



Please **consider** the **environment** before printing this e-mail.

From: Eric Hout
Sent: Friday, October 17, 2025 1:55 PM
To: Manager <Manager@mountjoypa.org>; Kara Kalupson <kara.kalupson@rettew.com>
Subject: RE: PAD360126 A-1 Florin Hills Technical Deficiencies and Draft Issuance

Hi Brent and Kara,

Could you let me know whether or not the Borough would be amenable to entertaining Anthony's request? I am thinking that having a coordinated effort here could be beneficial, especially since this facility is a facility that provides stormwater management for a chunk of Phase 3. If the Borough is not amenable to allowing for BMP-2 to be installed until after the NPDES amendment is issued, I'll stand behind your decision. If you are planning to defer to us, feel free to let me know. I'm happy to hop on a call with you if that's easier. Thanks.

Eric Hout, CPESC, CESSWI

E&S Technical Manager



LANCASTER COUNTY
Conservation District

Lancaster County Conservation District

ADDRESS 1383 Arcadia Road, Room 200
Lancaster, PA 17601
PHONE (717) 299-5361 Ext. 2519
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Please consider the environment before printing this e-mail.

From: Anthony Faranda-Diedrich <afd@charterhomes.com>
Sent: Friday, October 17, 2025 9:50 AM
To: Eric Hout <ErichHout@lancasterconservation.org>
Cc: Manager <Manager@mountjoyva.org>; Kara Kalupson <kara.kalupson@rettew.com>; Brent Bingham <bbingham@kandwengineers.com>; jshvk@kandwengineers.com; Matt Eshelman <meshelman@chnsite.com>; Phillips, Nathan <natphillip@pa.gov>; scwilliams@pa.gov
Subject: RE: PAD360126 A-1 Florin Hills Technical Deficiencies and Draft Issuance

Hi Eric,

I'm checking in on the below email.

I know you have several priorities you are working through, but we really need to move forward with installation of the permanent BMP-2 stormwater facility as soon as possible at this point.

As you know, installation of BMP-2 has no impact on the NPDES major modification that is currently pending for Florin Hill.

It is also located directly under a large, open space area. Starting BMP-2 next week will allow us to finish installation by the end of October, while we still have a window to topsoil and seed the open space, and get some grass to germinate this year before the weather turns. If we don't start BMP-2 by the end of next week, will lose any shot to get grass growing this year.

Starting BMP-2 next week will also keep the sitework contractor working and avoid having the project shut down for lack of work.

Both of these considerations are good for the project.

To keep this conversation moving, we would like to schedule a Teams meeting to discuss this with you. Please let us know if you have availability on Tuesday next week at 1:00 PM for a Teams meeting.

Thanks,

Anthony

ANTHONY FARANDA-DIEDRICH | Vice President | Neighborhood Development
afd@charterhomes.com
(T) 717-560-1400 | (F) 717-560-1138



From: Eric Hout <EricHout@lancasterconservation.org>
Sent: Tuesday, October 14, 2025 7:48 AM
To: Anthony Faranda-Diedrich <afd@charterhomes.com>
Cc: Manager <Manager@mountiovp.pa.org>; Kara Kalupson <kara.kalupson@rettew.com>; Brent Bingham <bbingham@kandwengineers.com>; jshyk@kandwengineers.com; Matt Eshelman <meshelman@chnsite.com>; Phillips, Nathan <natphillip@pa.gov>; scwilliams@pa.gov
Subject: RE: PAD360126 A-1 Florin Hills Technical Deficiencies and Draft Issuance

Hi Anthony. Thank you for reaching out. I received Brent's email with many of his questions and my aim is to work on that this week. That said, Brent's email is going to take priority over your question below, and I have a large number of other priorities I need to focus on this week. So that said, while I am not ignoring you, please know that it will take at least some time for me/us to think about your request below and I am not committing to a quick answer for you. I think what you are asking will take some time to think through, especially given that the currently approved red-lined plan drawings are clear that construction of this subsurface BMP will occur after approval of the major amendment.

Thanks,



Eric Hout, CPESC, CESSWI
E&S Technical Manager
Lancaster County Conservation District
ADDRESS 1383 Arcadia Road, Room 200
Lancaster, PA 17601
PHONE (717) 299-5361 Ext. 2519
EMAIL erichout@lancasterconservation.org
WEB www.lancasterconservation.org
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Would you please discuss this with the Department and get back to us at your earliest convenience regarding this request? The Department is copied on this email so it is aware of the request and can also provide guidance in this matter.

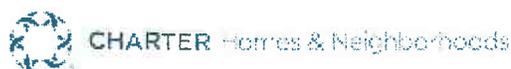
I've copied in the Borough manager and his engineer, so they are in the loop as well.

Thanks again for your help in ensuring that the project continues to advance.

Have a great weekend.

Anthony

ANTHONY FARANDA-DIEDRICH | Vice President | Neighborhood Development
afd@charterhomes.com
(T) 717-560-1400 | (F) 717-560-1138



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Sent: Friday, October 3, 2025 2:16 PM
To: Anthony Faranda-Diedrich <afd@charterhomes.com>
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Subject: PAD360126 A-1 Florin Hills Technical Deficiencies and Draft Issuance

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Also attached are a draft permit and Public Notice. **The public notice must be posted at the project site and at your business address.**

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Best Regards

Nathan Phillips, P.E. | Permits Section Chief
Department of Environmental Protection | Waterways and Wetlands Program
Southcentral Regional Office
909 Elmerton Avenue | Harrisburg, PA 17110
Phone: 717.705.4798 | Fax: 717-705-4760
www.dep.pa.gov

: 13d.

Manager

From: Bruce Haigh
Sent: Sunday, October 19, 2025 10:44 PM
To: Manager
Subject: RE: Lancaster County Planning Commission Candidate Opportunity

Mark: Good Evening

I talked to my wife. I am planning on retiring and closing Whittemore and Haigh Engineering some time in 2026.

I am planning on throwing my hat in the ring for a vacant "At Large Member" seat on the Lancaster County Planning Commission. No guarantee that they will take an 82-year-old. The US Census tells me that I have a 50/50 chance of living to age 90.

Can you please put this on the Admin and Finance Committee meeting Agenda for discussion and possible a Letter of Recommendation.

Thanks

Regards Bruce

Bruce W. Haigh, PE LTC (Ret), USACE
Borough Council West Ward
Public Works Committee
21 East Main Street
Mount Joy PA 17552
610 698-7697 (cell)

From: Manager <manager@mountjoypa.org>
Sent: Wednesday, October 8, 2025 10:14 AM
To: Elected Officials <ElectedOfficials@mountjoypa.org>
Subject: FW: Lancaster County Planning Commission Candidate Opportunity

Councilors and Mayor,

Please see the below email from the County Planning Commission regarding vacant seats and a member backup list. If you are interested in nominating someone or wish to throw your name into a hat, let me know and I will try to facilitate it happening. Not saying that anyone would nominate me, but I have no desire to serve on the commission nor time to do so.

Remember, do not "reply all" if you have a response, email directly to me.

Thanks,
Mark



Mark G. Pugliese I,
CBO, CSI, FBINA 205
Borough Manager
Borough of Mount Joy

Phone: 717.653.2300

Email:

Manager@mountjoypa.org

21 East Main Street
Mount Joy, PA 17552

www.mountjoyborough.com



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From: Faith Kelleher <FKelleher@lancastercountypa.gov>
Sent: Wednesday, October 8, 2025 9:22 AM
To: Faith Kelleher <FKelleher@lancastercountypa.gov>
Subject: Lancaster County Planning Commission Candidate Opportunity

Hello Municipal Manager/Secretary,

The Lancaster County Planning Department (LCPD) is creating an annual pool of qualified candidates who would be willing to serve on the Planning Commission. **We have two vacancies going into 2026: Southern Planning Area representative and At-large member.** Candidates will be considered by the Board of Commissioners (BOC). Names will be kept on file for four years.

To that end, we are asking elected officials to nominate one or more candidates. Nominees can be municipal elected officials, municipal managers, or municipal planning commission members.

Please visit <https://lancastercountypanning.org/269/Serving-as-an-LCPC-Member> for more information. Interested candidates should complete the application available on the County website ([Lancaster-County-Board-Appointment-Application](#)) and return it to the LCPD by November 21st, 2025. The BOC will then make the appointments by the end of the year. Thank you for considering this opportunity.

If you have any questions, please don't hesitate to contact us.
Sincerely,

William T. Clark



William T. Clark

Executive Director
Planning Department
County of Lancaster

150 North Queen Street – Suite 320, Lancaster, PA 17603

Phone: 717.299.8333 – Planning Website: lancastercountyplanning.org

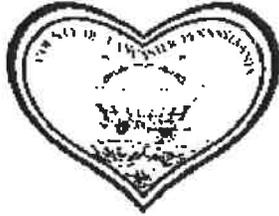
wclark@lancastercountypa.gov

County Website: lancastercountypa.gov/

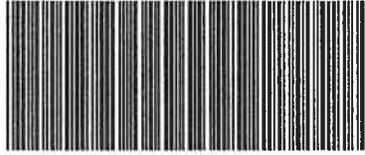
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Lancaster County
Steve McDonald
Recorder of Deeds
150 N. Queen Street
Suite 315
Lancaster, PA 17603
Phone: 717-299-8238
Fax: 717-299-8393



INSTRUMENT # : 5827437
RECORDED DATE: 12/02/2009 03:23:53 PM



2413204-0012C

LANCASTER COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 8

Document Type: MISC - NON MORTGAGE
Transaction Reference: Mount Joy Borough 16724-3
Document Reference: Gus' Pizza Storm Water & Parking Agm

Transaction #: 2405906 - 1 Doc(s)
Document Page Count: 7
Operator Id: dixonj

RETURN TO: (Email)
Stephanie L. Erb
700 North Duke Street
P. O. Box 4686
Lancaster, PA 17604-4686

SUBMITTED BY:
Stephanie L. Erb
700 North Duke Street
P. O. Box 4686
Lancaster, PA 17604-4686

GRANTOR(S)/MORTGAGOR(S):
STORM WATER MANAGEMENT AND PARKING

GRANTEE(S)/MORTGAGEE(S):
MORGAN HALLGREN CROSSWELL & KANE P C

*** PROPERTY DATA:**
Parcel ID #:

Municipality:
School District:

*** ASSOCIATED DOCUMENT(S):**

FEES / TAXES:	
RECORDING FEE: MISC - NON MORTGAGE	
CRC #6544	\$13.00
RIF #6543	\$2.00
WRIT TAX	\$3.00
EXTRA PAGE FEE	\$0.50
Total:	\$6.00
	\$24.50

INSTRUMENT # : 5827437
RECORDED DATE: 12/02/2009 03:23:53 PM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Lancaster County, Pennsylvania.



Steve McDonald
Recorder of Deeds

PLEASE DO NOT DETACH
THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls.
*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.

MUN16724-3090722\2\71
09-03-09

Prepared By: Morgan, Hallgren, Crosswell & Kane, P.C.
700 N. Duke St. P. O. Box 4686
Lancaster, PA 17604-4686
(717)-299-5251

Return To: Morgan, Hallgren, Crosswell & Kane, P.C.
700 N. Duke St. P. O. Box 4686
Lancaster, PA 17604-4686

Parcel ID # 450-85846-0-0000; 450-47069-0-0000

STORM WATER MANAGEMENT AND PARKING AGREEMENT

THIS AGREEMENT made as of the 5TH day of October, 2009, by and between **CONSTANTINE KOURGELIS and ELENI KOURGELIS**, adult individuals and husband and wife with a mailing address of 1050 West Main Street, Mount Joy, Pennsylvania 17552 (hereinafter referred to as the "Landowners"), and **MOUNT JOY BOROUGH**, Lancaster County, Pennsylvania, a borough duly organized under the laws of the Commonwealth of Pennsylvania, with its municipal office located at 21 East Main Street, Mount Joy, Pennsylvania 17552 (hereinafter referred to as the "Borough").

BACKGROUND:

Landowners are the owners of a tract of land identified as 1050 West Main Street and further identified as Lancaster County Tax Account No. 450-47069-0-0000, within Mount Joy Borough, Lancaster County, Pennsylvania, pursuant to a deed recorded at Record Book 7264, Page 251, in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania. The Borough is the record owner of land adjoining 1050 West Main Street at its southern property line identified as Lancaster County Tax Account No. 450-85846-0-0000 within Mount Joy Borough, Lancaster County, Pennsylvania (the "Borough Property"), by virtue of a deed recorded at Record Book 4443, Page 639, in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania. 1050 West Main Street is developed with a restaurant and accessory off-street parking and storm water management facilities.

Landowners desire to make certain improvements to 1050 West Main Street, including the addition of paving for off-street parking facilities and storm water management facilities. Landowners have requested that the Borough allow the installation of thirteen (13) off-street parking spaces

and a circulation aisle on the portion of the Borough Property immediately abutting 1050 West Main Street as shown on Exhibit "A" attached hereto and incorporated herein (the "Easement Area"). Landowners have also requested that the Borough allow Landowners to make certain improvements to a storm water management basin located on the Borough Property and to discharge storm waters from 1050 West Main Street into the detention basin on the Borough Property. The grading and storm water management facilities which Landowners propose to install are shown on the Stormwater Management Plan for Gus Kourgelis prepared by D. C. Gohn Associates, Inc., Project No. 4390-40, Drawing No. CG2680A, dated July 9, 2009 (the "Plan").

The Borough has consented to the installation of the storm water management improvements and grading on the Borough Property as shown on the Plan (the "Stormwater Improvements") and the installation of off-street parking spaces and a circulation Drive (the "Parking Improvements") as shown on Exhibit "A" subject to the provisions of this Agreement.

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

1. The foregoing background recitals are incorporated into and made a substantive part of this Agreement.
2. Landowners shall install the Stormwater Improvements in conformance with the Plan, as approved by the Borough, and in accordance with all applicable Borough ordinances and regulations.
3. Landowners shall install the Parking Improvements in accordance with Exhibit "A" and in accordance with all applicable Borough ordinances and regulations.
4. Landowners shall maintain the Parking Improvements in accordance with the design requirements of Exhibit "A" and all applicable Borough ordinances and regulations. Landowners agree that if Landowners fail to maintain the Parking Improvements as required by this Paragraph, Landowners shall be in violation of this Agreement.
5. The Borough may require that Landowners, their personal representatives, heirs and assigns or any future owner or occupier of 1050 West Main Street or any part thereof, take such corrective measures as the Borough may deem reasonably necessary to bring the Parking Improvements into compliance with this Agreement and with the Plan, as approved by the Borough.

6. Upon the failure of the Landowners or future owners or occupiers of the 1050 West Main Street or any part thereof to comply with the terms of this Agreement or to take corrective measures following reasonable notice from the Borough, the Borough, through its authorized representatives, may take such corrective measures as it deems reasonably necessary to bring the Parking Improvements into compliance with this Agreement and with the Plan, and may charge the cost thereof to Landowners, their personal representative, heirs and assigns, or any owner of 1050 West Main Street or any part thereof and, in default of such payment, may cause a municipal lien to be imposed upon the 1050 West Main Street or any part thereof. Any municipal lien filed pursuant to this Agreement shall be in the amount of all costs incurred by the Borough, plus a penalty of ten (10%) of such costs, plus the Borough's reasonable attorneys' fees.

7. Landowners shall have the right to maintain the Parking Improvements on the Borough Property within the area shown on Exhibit "A" for a period of five (5) years from the date of this Agreement. Thereafter, the Borough may terminate the easement granted to Landowners to use the area shown on Exhibit "A" for off-street parking and circulation by giving Landowners one (1) year's written notice. Landowners shall, within such one (1) year period, remove all Parking Improvements within the area shown on Exhibit "A" at Landowners' sole cost and expense.

8. Landowners shall install the Storm Water Improvements in accordance with the Plan and all applicable Borough ordinances and regulations.

9. Landowners agree to indemnify the Borough and all of its elected and appointed officials, agents and employees (hereafter collectively referred to as the "Indemnitees") against and hold Indemnitees harmless from any and all liability, loss or damage, including attorneys' fees and costs of investigation, as a result of claims, demands, costs or judgments against Indemnitees which arise as a result of the design, installation, construction or maintenance of the Parking Improvements.

10. Landowners agree to indemnify the Indemnitees against and hold Indemnitees harmless from any and all liability, loss or damage, including attorneys' fees and costs of investigation, as a result of claims, demands, costs or judgments against Indemnitees which arise as a result of the installation or construction of the Storm Water Improvements.

11. The Borough may, in addition to the remedies prescribed herein, proceed with any action at law or in equity to bring about compliance with the Mount Joy Borough Storm Water

Management Ordinance and/or this Agreement.

12. This Agreement shall be binding upon the Landowners, the successors and assigns of Landowners, and all present and future owners of 1050 West Main Street or any part thereof and is intended to be recorded in order to give notice to future owners of the 1050 West Main Street of their duties and responsibilities with respect to the Parking Improvements and the Storm Water Improvements. Landowners shall include a specific reference to this Agreement in any deed of conveyance for the Premises or any part thereof.

13. This Agreement may be amended only by written instrument signed on behalf of all owners of 1050 West Main Street and the Borough.

14. When the sense so requires, words of any gender used in this Agreement shall be held to include any other gender, and the words in the singular number shall be held to include the plural, and vice versa.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed the 5TH day of October, 2009.

Witness:

Judd E. Long
Judd E. Long

Constantine Kourgelis (SEAL)
CONSTANTINE KOURGELIS
Eleni Kourgelis (SEAL)
ELENI KOURGELIS

BOROUGH OF MOUNT JOY

Attest: [Signature]
(Assistant) Secretary

By: [Signature]
Borough Manager

[BOROUGH SEAL]

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this the 29th day of September, 2009, before me, the subscriber, a notary public in and for the aforesaid Commonwealth and County, came the above-named Constantine Kourgelis and Eleni Kourgelis, known to me, (or satisfactorily proven) to be the persons whose name is/are subscribed on the within instrument and acknowledged the foregoing Agreement to be their act and deed and desired the same to be recorded as such.

Witness my hand and notarial seal.

Todd E. Smeigh
Notary Public

My commission expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
TODD E. SMEIGH, Notary Public
Mount Joy Boro., Lancaster County
My Commission Expires November 24, 2012

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

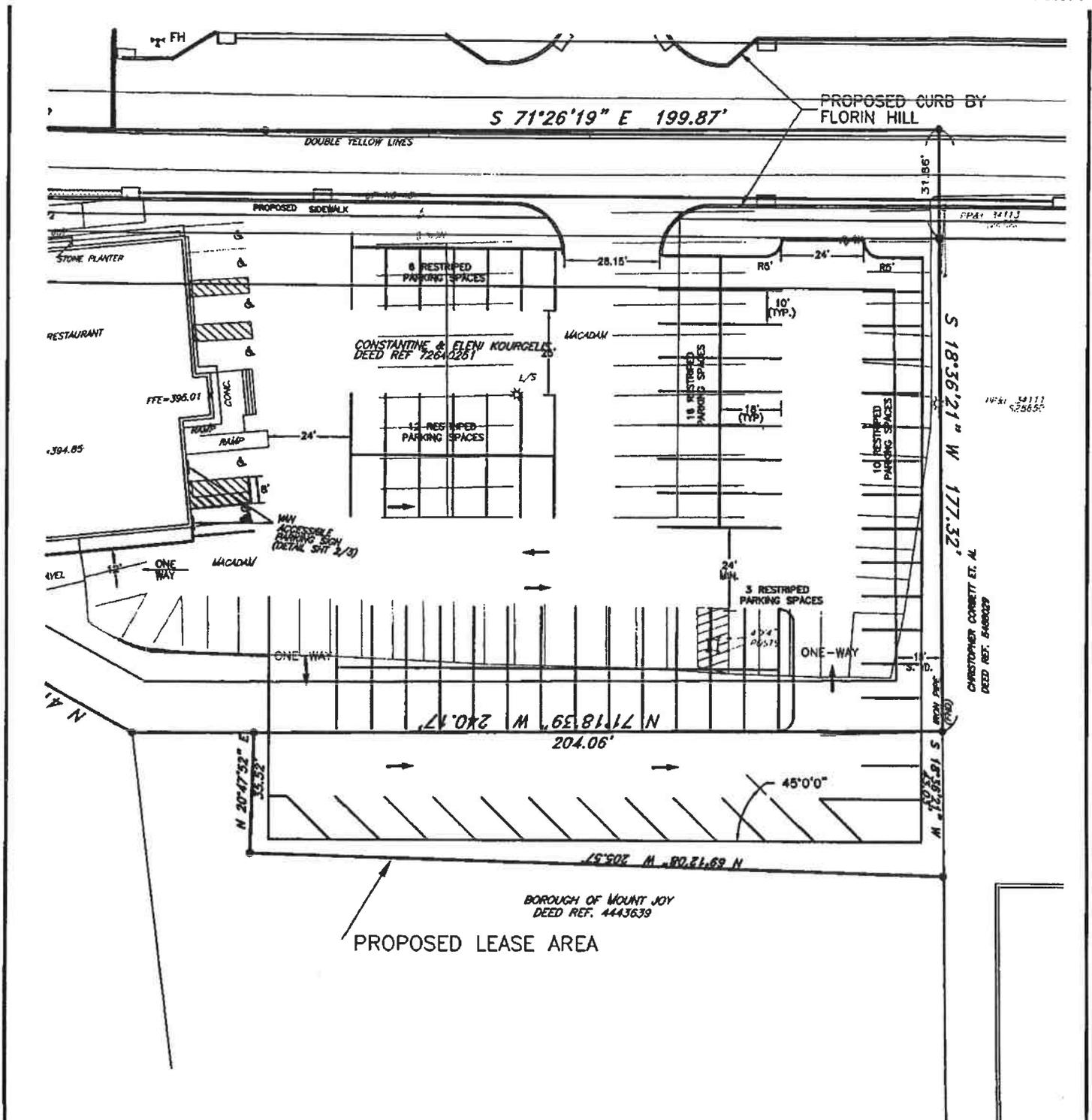
On this 5th day of October, 2009, before me, the undersigned officer, a notary public in and for the aforesaid Commonwealth and County, personally appeared SCOTT M. HERSHEY, who acknowledged himself to be Manager of the Borough of Mount Joy, Lancaster County, Pennsylvania, and that he, as such officer, being authorized to do so, executed the foregoing Storm Water Management Agreement and Declaration of Easement for the purposes therein contained by signing the name of such Borough by himself as such officer.

IN WITNESS WHEREOF, I set my hand and official seal.

Mindi G. Marks
Notary Public

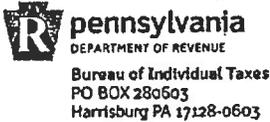
My commission expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MINDI G. MARKS, Notary Public
Mount Joy Boro., Lancaster County
My Commission Expires January 16, 2010



PARKING & LEASED PROPERTY FOR GUS KOURGELIS EXHIBIT A		
D.C. GOHN ASSOCIATES, INC. SURVEYORS & ENGINEERS - MOUNT JOY, PA.		
DWN. BY: PF	SCALE: 1" = 40'	DATE: 8/17/09
CKD. BY: EO	PROJ. NO.: 4390-20	DWG NO.: CG-2680A

REV-183 EX (7-08)



REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid	\$0.00
Book Number	5827437
Page Number	
Date Recorded	12/02/2009 03:23:53 PM

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name	Josele Cleary, Esquire			Telephone Number:	(717) 299-5251		
Street Address	700 North Duke Street P. O. Box 4686	City	Lancaster	State	PA	ZIP Code	17604-4686

B. TRANSFER DATA

Date of Acceptance of Document

Grantor(s)/Lessor(s)	Constantine Kourgelis and Eleni Kourgelis	Grantee(s)/Lessee(s)	Mount Joy Borough								
Street Address	1050 West Main Street	Street Address	21 East Main Street								
City	Mount Joy	State	PA	ZIP Code	17552	City	Mount Joy	State	PA	ZIP Code	17552

C. REAL ESTATE LOCATION

Street Address	1050 West Main Street	City, Township, Borough	Mount Joy Borough		
County	Lancaster	School District	Donegal	Tax Parcel Number	450-85846-0-0000, 450-47069-0-0000

D. VALUATION DATA

1. Actual Cash Consideration	None	2. Other Consideration	+ None	3. Total Consideration	= None
4. County Assessed Value	No assessed value	5. Common Level Ratio Factor	X 1.35	6. Fair Market Value	= No assessed value

E. EXEMPTION DATA

1a. Amount of Exemption Claimed	100%	1b. Percentage of Grantor's Interest In Real Estate	100%	1c. Percentage of Grantor's Interest Conveyed	100%
---------------------------------	------	---	------	---	------

2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
- Transfer to Industrial Development Agency.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of Mortgage and note/Assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed, if other than listed above.) This document sets forth certain rights and responsibilities concerning the installation, construction and maintenance of storm water management and parking facilities required in connection with the above development. No consideration is being paid, and the rights granted under this Storm Water Management and Parking Agreement have no fair market value.

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party		Date	12/2/09
---	--	------	---------

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

13g

Manager

From: Scott Kapcsos
Sent: Wednesday, October 8, 2025 8:22 AM
To: Manager
Cc: Jill Frey
Subject: Amended Storm Water Agreement
Attachments: 6316916-1 (recorded SW agreement and easement - Basins 1, 1A, 1B).pdf; MJB Agreement with Exhibits.pdf

Hi Mark,

I am respectfully submitting a final copy of the amended Storm Water Management Agreement for consideration and execution. As previously discussed, this amendment is necessary per requirements of the LCCD in order for the Authority to complete the NOT of the open NPDES permit for the South Jacob St water treatment plant project. The 2 largest changes are as follows.

- Basins A, A1, and A2 have been removed from the agreement. The reason for this is because these basins were never constructed. Prior to construction, a LD plan was approved for the Laurel Harvest project in which their storm water controls superseded the proposed basins in this location.
- Donsco has been removed from the agreement as a Joinder due to the fact that there were no controls installed on their property.

I have also attached a copy of the previously executed agreement for comparison purposes during your review.

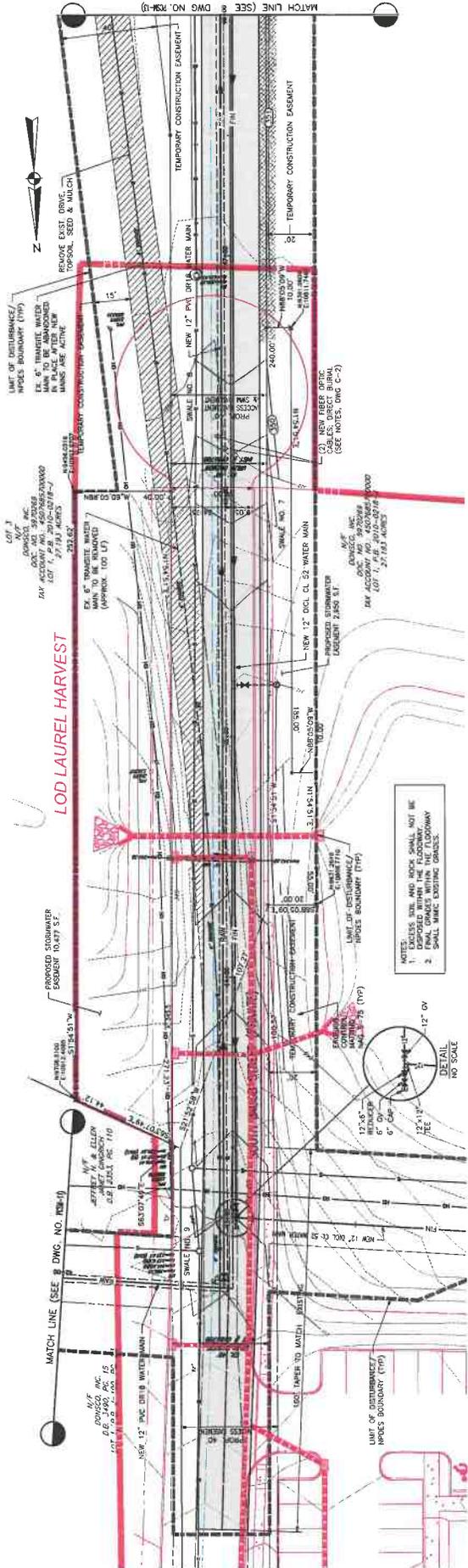
Please let me know if you have any questions and what I need to do in order to proceed.

Best Regards,

Scott J Kapcsos

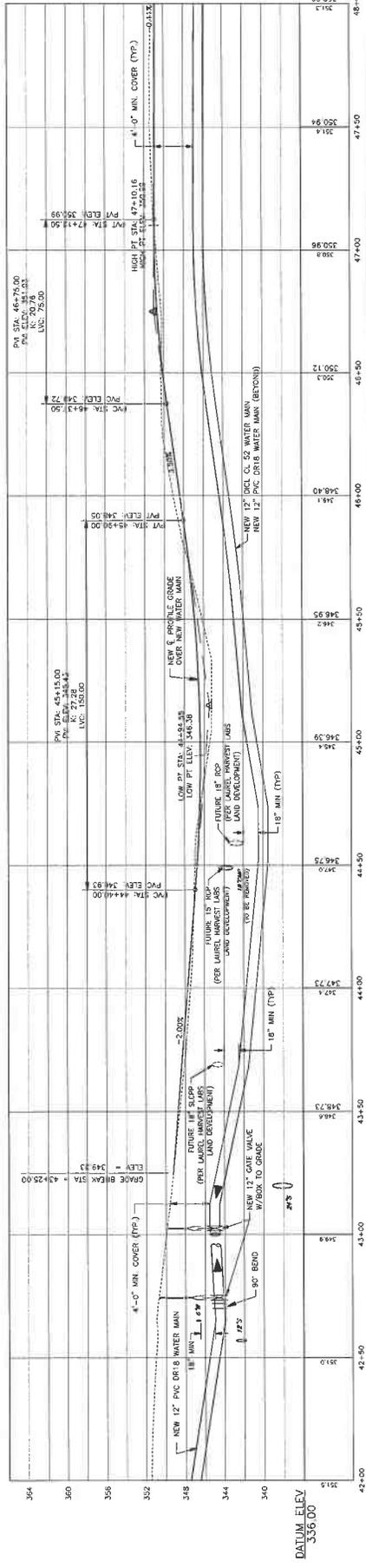
Authority Manager / Administrator
Mount Joy Borough Authority
21 East Main St
P.O Box 25
Mount Joy, Pa 17552
O- **717-653-5938**
scottk@mountjoypa.org

LOD LAUREL HARVEST



PLAN & PROFILE
SCALE: HORIZ T=20', VERT T=4'

FOR CONTINUATION
SEE SH. PSM-15



NO.	REV.	DATE	BY	APP.	SHEET	DATE	PROJECT	SCALE	SHEET NO.	TOTAL SHEETS
1	REV PER TOWNSHIP ENGINEER AND LOCAL COMMENTS	12/17/16	SM		1	12	LOD LAUREL HARVEST	AS SHOWN	1	12
2	REV PER LOCAL REVIEW COMMENTS	1/27/16	SM		2	12	LOD LAUREL HARVEST	AS SHOWN	2	12
3	REV PER LOCAL REVIEW COMMENTS	1/27/16	SM		3	12	LOD LAUREL HARVEST	AS SHOWN	3	12
4	REV PER TOWNSHIP ENGINEER AND LOCAL COMMENTS	12/17/16	SM		4	12	LOD LAUREL HARVEST	AS SHOWN	4	12
5	REV PER TOWNSHIP ENGINEER AND LOCAL COMMENTS	12/17/16	SM		5	12	LOD LAUREL HARVEST	AS SHOWN	5	12
6	REV PER TOWNSHIP ENGINEER AND LOCAL COMMENTS	12/17/16	SM		6	12	LOD LAUREL HARVEST	AS SHOWN	6	12
7	REV PER TOWNSHIP ENGINEER AND LOCAL COMMENTS	12/17/16	SM		7	12	LOD LAUREL HARVEST	AS SHOWN	7	12
8	REV PER TOWNSHIP ENGINEER AND LOCAL COMMENTS	12/17/16	SM		8	12	LOD LAUREL HARVEST	AS SHOWN	8	12
9	REV PER TOWNSHIP ENGINEER AND LOCAL COMMENTS	12/17/16	SM		9	12	LOD LAUREL HARVEST	AS SHOWN	9	12
10	REV PER TOWNSHIP ENGINEER AND LOCAL COMMENTS	12/17/16	SM		10	12	LOD LAUREL HARVEST	AS SHOWN	10	12
11	REV PER TOWNSHIP ENGINEER AND LOCAL COMMENTS	12/17/16	SM		11	12	LOD LAUREL HARVEST	AS SHOWN	11	12
12	REV PER TOWNSHIP ENGINEER AND LOCAL COMMENTS	12/17/16	SM		12	12	LOD LAUREL HARVEST	AS SHOWN	12	12

ARRO
108 West Airport Road
Lutz, Pennsylvania 17543
Tel: 717-259-1451

THE POST CONSTRUCTION STORMWATER MGMT PLAN AND PROFILE
STA 42+00 TO STA 48+00

PROJECT NO. 10310.20
SHEET NO. 12 OF 20

CLIENT & PROJECT
MOUNT JOY BOROUGH AUTHORITY
21 EAST MAIN STREET
MOUNT JOY, PA 17552

PROJECT LOCATION
SOUTH JACOB STREET WATER TREATMENT PLANT
MOUNT JOY, PA 17552

DESIGNER
MATHER D. WARELL, PE
REGISTERED PROFESSIONAL ENGINEER
M. IN HOUSE, PE

DATE JANUARY 2017
PROJECT DATE JUNE 2013
PROJECT NO. 10310.20

DATE 2/19/2017
BY SM
APP. SM

REVISIONS

Prepared by: **Barley Snyder**
2 Great Valley Parkway, Suite 110 Malvern PA, 19355
(610) 889-3699

Return to: **Alice D. Solomon, Esq.**
Parcel I.D. #: 450-98924-0-0000

AMENDED STORM WATER MANAGEMENT AGREEMENT

THIS AMENDED AGREEMENT made this _____ day of _____, 2025, by and between **MOUNT JOY BOROUGH AUTHORITY**, a municipality authority with a mailing address of 21 East Main Street, Mount Joy, Pennsylvania 17552 (hereinafter referred to as the "Grantor"), and **MOUNT JOY BOROUGH**, Lancaster County, Pennsylvania, a municipal corporation duly organized under the laws of the Commonwealth of Pennsylvania, with its municipal office located at 21 East Main Street, Mount Joy, Pennsylvania (hereinafter referred to as the "Borough").

BACKGROUND

Grantor is the owner of premises located on the north side of Little Chiques Creek, west of Lefever Road, in the Borough of Mount Joy, Lancaster County, Pennsylvania, as more specifically described in a deed recorded at Document No. 5907635 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania (the "Premises"), and as shown on the South Jacob Street Water Treatment Plant and Well #3 Post Construction Stormwater Management (PCSM) Plan, prepared by Arro Consulting, Inc., Project No. 10318.20, dated June, 2015, last revised November 22, 2016 (hereinafter referred to as the "Plan"). The storm water management facilities that have been installed on the Premises are more specifically identified in the plan attached as Exhibit A and incorporated herein. Grantor and the Borough previously entered into a Storm Water Management Agreement and Declaration of Easement on February 6, 2017, recorded with the Lancaster County Recorder of Deeds as Instrument No. 6316916 ("Original Agreement"). This Amended Agreement supersedes the Original Agreement.

Exhibit B to the Original Agreement has been removed from this Amended Agreement, as the storm water facilities shown in that Exhibit were never constructed and shall never be constructed. Relatedly, references to Grantor's easement with and joinder of Donsco, Inc. in the Original Agreement have been omitted from this Amended Agreement as the storm water facilities contemplated on the Donsco, Inc. property were never constructed as originally anticipated and shall never be constructed.

Prior to beginning construction on any subdivision or land development or regulated activity, Grantor is required, under the Mount Joy Borough Subdivision and Land Development Ordinance and the Mount Joy Borough Storm Water Management Ordinance (collectively referred to as the "Ordinance"), to file a plan with Mount Joy Borough Council. Pursuant to the Ordinance, Grantor must include storm water management data in its subdivision and/or land development application. The Ordinance requires that Grantor's Plan reflect and/or be accompanied with supporting documentation which identifies the ownership of, and the method of administering and maintaining, all permanent storm water management facilities. Drainage courses, swales, grassed

waterways, storm water inlets, pipes, conduits, detention basins, retention basins, infiltration structures, and other storm water management facilities, including Best Management Practices facilities ("BMPs"), shall be included under the term "storm water management facilities" in this Amended Agreement.

The purpose of this Amended Agreement is to describe the ownership and maintenance responsibilities for the storm water management facilities which have been installed on the Premises and to impose the ownership and maintenance responsibilities upon Grantor, its successors and assigns and upon successor owners of the Premises and set forth the rights of the Borough.

NOW, THEREFORE, intending to be legally bound hereby and in consideration of receiving approval of this Amended Agreement, Grantor, for Grantor and the successors and assigns of Grantor, covenant and declare as follows:

1. The storm water management facilities will be owned by Grantor, its successors and assigns.
2. All drainage courses, swales, storm water inlets, pipes, conduits, detention basins BMPs, and other storm water management facilities shall be installed, constructed and maintained by Grantor, its successors and assigns, in a first-class condition in conformance with the approved Plan, including any accompanying storm water management plans and information, and as recorded in the Office of the Recorder of Deeds in and for Lancaster County, and in a manner sufficient to meet or exceed the performance standards and specifications set forth on the approved Plan, including any accompanying storm water management plans and information, and as recorded in the Office of the Recorder of Deeds in and for Lancaster County. These responsibilities shall include, but not be limited to, the following:
 - a. Liming, fertilizing, seeding and mulching of vegetated channels and all other un-stabilized soils or areas according to the specifications in the "Erosion and Sediment Pollution Control Manual" published by the Pennsylvania Department of Environmental Protection, the Penn State Agronomy Guide, or such similar accepted standard.
 - b. Reestablishment of vegetation by seeding and mulching or sodding of scoured areas or areas where vegetation has not been successfully established.
 - c. Mowing as necessary to maintain adequate stands of grass and to control weeds. Chemical weed control may be used if federal, state and local laws and regulations are met. Selection of seed mixtures shall be subject to approval by the Borough.
 - d. Removal of silt from all permanent structures which trap silt or sediment in order to keep the material from building up in grass waterways, pipes, detention or retention basins, infiltration structures, BMPs, and/or other facilities and thus reducing their capacity.

- e. Removal of silt from all permanent drainage structures, in particular BMPs, in order to maintain the design storage volumes. Regular programs shall be established and maintained.
 - f. Regular inspection of the areas in question to assure proper maintenance and care, including but not limited to proper implementation of BMPs.
 - g. Regular maintenance to insure that all pipes, swales and detention facilities shall be kept free of any debris or other obstruction.
 - h. Regular maintenance of all facilities designed to improve water quality to insure that such facility function in accordance with their design.
 - i. Repair of any subsidence, including subsidence caused by sinkholes.
 - j. Performance of inspection and maintenance as set forth on Exhibit B (former Exhibit C) attached hereto and incorporated herein.
 - k. Grantor, its successors and assigns, shall be responsible for performing the foregoing maintenance.
3. Grantor, its successors and assigns, shall be responsible for maintaining records of all inspections of and maintenance to BMPs and other storm water management facilities. Grantor, its successors and assigns, shall be responsible to prepare all annual BMP and post construction storm water management facility reports detailing the actual inspection and maintenance activities performed which are required by the terms of any NPDES permit or other state or federal regulation or requirement performed each calendar year after completion of installation of the storm water management facilities and submit such reports to the Borough on or before March 31 of the following calendar year, together with any fee which the Borough may impose for the review and processing of such report. It is the responsibility of Grantor to inform successors owners of the Premises or any lot created from the Premises of this reporting requirement. The failure to submit an annual report is a violation of this Amended Agreement. The Borough may prepare any required report and recover all costs required to prepare such report from the then-owner of the Premises or any lot created from the Premises, plus a penalty of ten (10%) percent of such costs and may file a municipal claim to secure payment of such costs.
4. Grantor, for itself, its successors and assigns, agrees that the failure to maintain all drainage courses, swales, storm water inlets, pipes, conduits, detention basins, BMPs, and other storm water management facilities in a first-class condition in conformance with this Amended Agreement and approved Plan, including any accompanying storm water management plans and information, and as recorded in the Office of the Recorder of Deeds in and for Lancaster County, shall constitute a nuisance and shall be abatable by the Borough as such.

5. Grantor, for itself, its successors and assigns, authorizes the Borough, at any time and from time to time, by its authorized representatives, to enter upon the Premises to inspect the storm water management facilities.
6. The Borough may require that Grantor, and assigns or any future owner or occupier of the Premises or any part thereof, take such corrective measures as the Borough may deem reasonably necessary to bring the Premises into compliance with this Amended Agreement and with the approved Plan, including any accompanying storm water management plans and information, and as recorded in the Office of the Recorder of Deeds in and for Lancaster County.
7. Upon the failure of the owner or occupier of the Premises or any part thereof to comply with the terms of this Amended Agreement or to take corrective measures following reasonable notice from the Borough, the Borough, through its authorized representatives, may take such corrective measures as it deems reasonably necessary to bring the Premises into compliance with this Amended Agreement and with the approved Plan, including any accompanying storm water management plans and information, and as recorded in the Office of the Recorder of Deeds in and for Lancaster County, including, but not limited to, the removal of any blockage or obstruction from drainage pipes, swales, detention basins, and BMPs, and may charge the cost thereof to Grantor, its successors and assigns, or any owner of the Premises or any part thereof and, in default of such payment, may cause a municipal lien to be imposed upon the portion of the Premises described in a deed recorded at Document No. 5907635 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania. Any municipal lien filed pursuant to this Amended Agreement shall be in the amount of all costs incurred by the Borough, plus a penalty of ten (10%) of such costs, plus the Borough's reasonable attorneys' fees.
8. Any proposal to add additional impervious surface coverage to the Premises will require the submission of a storm water management plan meeting all requirements of applicable regulations in effect at the time such application is filed.
9. Grantor hereby imposes upon the Premises for the benefit of all present and future owners of the Premises or part of the Premises, the Borough, and all other property owners affected by the storm water management facilities, the perpetual right, privilege and easement for the draining of storm water in and through the drainage courses, swales, storm water inlets, pipes, conduits, detention basins, BMPs, and other storm water management facilities depicted on the plan or plans submitted to the Borough or hereafter made of record and now or hereafter installed on or constructed upon the Premises and, in addition, easements of access to the storm water management facilities.
10. Grantor agrees to indemnify the Borough and all of its elected and appointed officials, agents and employees (hereafter collectively referred to as the "Indemnitees") against and hold Indemnitees harmless from any and all liability, loss or damage, including attorneys' fees and costs of investigation and defense, as a result of claims, demands, costs or judgments against Indemnitees which arise as a result of the design, installation, construction or maintenance of the storm water management facilities.

11. Grantor's personal liability under this Amended Agreement shall cease at such time as (a) all storm water management facilities have been constructed in accordance with the specifications of the Borough Subdivision and Land Development Ordinance, the Borough Storm Water Management Ordinance and the approved plans; (b) the storm water management facilities have been inspected and approved by the Borough Engineer; (c) all financial security, including any maintenance security, posted by Grantor has been released by the Borough; and (d) Grantor has transferred the Premises to third parties. Notwithstanding the foregoing, Grantor's personal liability shall continue for any violations of this Amended Agreement which occurred during the time that Grantor owned the Premises or in the event the storm water management facilities were not completed, inspected or approved as set forth in (a) through (c) herein.
12. It is the intent of the parties to this Amended Agreement that personal liability and maintenance obligations shall pass to subsequent title owners upon change in ownership of the Premises and such subsequent owners shall assume all personal liability and maintenance obligations for the time period during which they hold title. Personal liability shall remain for any violations of this Amended Agreement which occurred during the period in which an owner held title.
13. The Borough may, in addition to the remedies prescribed herein, proceed with any action at law or in equity to bring about compliance with the Borough Storm Water Management Ordinance, the Borough Subdivision and Land Development Ordinance and this Amended Agreement.
14. This Amended Agreement shall be binding upon the Grantor, the successors and assigns of Grantor, and all present and future owners of the Premises or any part thereof and is intended to be recorded in order to give notice to future owners of the Premises of their duties and responsibilities with respect to the storm water management facilities. Grantor shall include a specific reference to this Amended Agreement in any deed of conveyance for the Premises or any part thereof.
15. This Amended Agreement may be amended only by written instrument signed on behalf of all owners of the Premises and the Borough.
16. When the sense so requires, words of any gender used in this Amended Agreement shall be held to include any other gender, and the words in the singular number shall be held to include the plural, and vice versa.

IN WITNESS WHEREOF, the undersigned have caused this Amended Agreement to be executed on the day and year first above written.

For Mount Joy Borough:

Attest: _____

MOUNT JOY BOROUGH
Title: (Vice) Council President

[BOROUGH SEAL]

For Mount Joy Borough Authority:

Attest: _____

MOUNT JOY BOROUGH AUTHORITY
Title: (Vice) Chairperson, Authority Board

[AUTHORITY SEAL]

COMMONWEALTH OF PENNSYLVANIA :

: ss:

COUNTY OF LANCASTER :

On this, the _____ day of _____, 2025, before me, the undersigned officer, personally appeared _____, who acknowledged ___self to be the (Vice) Chairman for Mount Joy Borough, and that ___, as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____(SEAL)
Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :

: ss:

COUNTY OF LANCASTER :

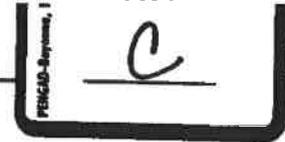
On this, the _____ day of _____, 2025, before me, the undersigned officer, personally appeared _____, who acknowledged ___self to be the Chairperson of the Mount Joy Borough Authority Board and that ___, as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____(SEAL)
Notary Public
My Commission Expires:

EXHIBIT A

EXHIBIT B



Y. RUNOFF TO BMPs

- 1. STORMWATER FROM THE PROPOSED DEVELOPMENT IS MANAGED VIA EIGHT (8) INFILTRATION BASINS, ONE (1) SUBSURFACE INFILTRATION FACILITY AND ONE (1) STORAGE BASIN. INFILTRATION BMP 1 MANAGES RUNOFF FROM THE PROPOSED WELL SITE AND IS DESIGNED TO OVERDETAIN FOR THE INCREASE IN RUNOFF RESULTING FROM THE INCREASE IN IMPERVIOUS AREA AT THE WELL SITE. INFILTRATION BMP A AND B MANAGES RUNOFF FROM THE PROPOSED ACCESS DRIVE (South Jacob Street extended) AND IS DESIGNED TO OVERDETAIN FOR THE INCREASE IN RUNOFF RESULTING FROM THE INCREASE IN IMPERVIOUS AREA FROM THE NEW ROADWAY. INFILTRATION BMP C MANAGES RUNOFF FROM THE PROPOSED WATER TREATMENT PLANT SITE AND IS DESIGNED TO OVERDETAIN FOR THE INCREASE IN RUNOFF RESULTING FROM THE INCREASE IN IMPERVIOUS AREA AT THE WATER TREATMENT SITE.
 - a. INFILTRATION BASIN 1A & 1B IS A SURFACE INFILTRATION AREA LOCATED ON THE SITE. INFILTRATION BMP HAS BEEN SIZED TO CONTAIN THE POST-DEVELOPMENT 2- THROUGH 100-YEAR STORM EVENT RUNOFF FROM THE SITE.
 - b. INFILTRATION BASIN A1, A2, B1, B2, AND C1 ARE A SURFACE INFILTRATION AREA LOCATED ON THE SITE. INFILTRATION BMP A AND B HAVE BEEN SIZED TO CONTAIN THE POST-DEVELOPMENT 2- THROUGH 100-YEAR STORM EVENT RUNOFF FROM THE SITE.
 - c. INFILTRATION BASIN C IS A SURFACE INFILTRATION AREA LOCATED ON THE SITE. INFILTRATION BASIN C, IS A MODIFICATION TO THE EXISTING BASIN (ADDING DEPTH TO BASIN BOTTOM) AND HAS BEEN SIZED TO CONTAIN THE POST-DEVELOPMENT 2- THROUGH 100-YEAR STORM EVENT RUNOFF FROM THE SITE.
 - d. INFILTRATION BED C2 IS AN UNDERGROUND INFILTRATION AREA LOCATED ON THE SITE. INFILTRATION BED C2 HAS BEEN SIZED TO CONTAIN THE POST DEVELOPMENT 2- THROUGH 100-YEAR STORM EVENT RUNOFF FROM THE SITE.

Z. PCSM BMP - STANDARD NOTES

- 1. INFILTRATION BMP 1, A, B AND C - INFILTRATION BASIN AREA
 - a. THE FACILITY MAY NOT RECEIVE RUNOFF UNTIL THE ENTIRE CONTRIBUTING DRAINAGE AREA TO THE FACILITY HAS RECEIVED FINAL STABILIZATION.
 - b. HEAVY EQUIPMENT AND TRAFFIC SHALL BE RESTRICTED FROM TRAVELING OVER THE PROPOSED LOCATION OF THE FACILITY TO MINIMIZE COMPACTION OF THE SOIL.
 - c. EXCAVATE THE FACILITY TO THE DESIGN DIMENSIONS. EXCAVATED MATERIALS SHALL BE PLACED AWAY FROM THE FACILITY SIDES TO ENHANCE FACILITY WALL STABILITY. LARGE TREE ROOTS MUST BE TRIMMED FLUSH WITH THE FACILITY SIDES. THE SIDE WALLS OF THE FACILITY SHALL BE ROUGHENED WHERE SHEARED AND SEALED BY HEAVY EQUIPMENT.
 - d. PERMANENTLY STABILIZE DISTURBED AREA.

AA. PCSM BMP - LONG TERM OPERATION & MAINTENANCE PROCEDURE

- 1. INFILTRATION BASIN
 - a. INFILTRATION BASIN AREAS SHALL BE INSPECTED ANNUALLY AND AFTER MAJOR STORMS (3.1 INCHES IN A 24 HR. PERIOD). INSPECTIONS SHALL BE PERFORMED DURING WET WEATHER TO DETERMINE IF THE FACILITIES FUNCTIONING PROPERLY.
 - b. IF 72 HOURS AFTER A RAINFALL EVENT, PONDING WATER IS FOUND WITHIN AN OVERFLOW FACILITY AND/OR WITHIN THE RETENTION AREA, THE AREA IS NOT OPERATING PROPERLY AND APPROPRIATE MEASURES MUST BE TAKEN TO REPAIR AND/OR REPLACE THE RETENTION AREA.
 - c. ALL REQUIRED MAINTENANCE SHALL BE PERFORMED BY AND AT THE OWNER'S EXPENSE.
 - d. ALL APPURTENANCES SHALL BE KEPT FREE OF TRASH.
 - e. THE AREAS OF VEGETATION WHICH FAIL TO SUSTAIN YEARLY GROWTH ARE TO BE REPLANTED OR RESEEDED ON A YEARLY BASIS OR UNTIL CONSISTENT GERMINATION CAN BE SUSTAINED. TREES, SHRUBS, FORBS OR GRASSES WHICH ARE DEAD ARE TO BE REPLACED DURING GERMINATION PERIODS.
 - f. THE OWNER IS RESPONSIBLE FOR RETAINING INSPECTION / MAINTENANCE REPORTS FOR EACH FACILITY.
- 2. ADDITIONAL NOTES
 - a. STRUCTURAL BMPs SHOULD BE INSPECTED FOR ACCUMULATION OF SEDIMENT, DAMAGE TO OUTLET STRUCTURES, SIGNS OF CONTAMINATION OR SPILLS, AND BERM STABILITY.

Dwg. Name: 10896--S02.dwg Lost Revised: 07/20/16 08:23

MOUNT JOY BOROUGH AUTHORITY
WTP & WELL SITE PROJECT
SWM AGREEMENTS AND DECLARATIONS

ARRO #10318.20



108 West Airport Road
Lititz, Pennsylvania 17543
Tel 717.569.7021

SCALE:

NO SCALE

DATE

1/13/17

DWG. NO.

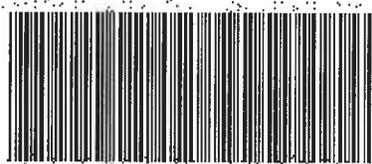
E1

Lancaster County

Bonnie L. Bowman
 Recorder of Deeds
 150 N. Queen Street
 Suite 315
 Lancaster, PA 17603
 Phone: 717-299-8238
 Fax: 717-299-8393



INSTRUMENT # : 6316916
 RECORDED DATE: 02/10/2017 03:36:35 PM



3854323-0019M

LANCASTER COUNTY ROD**OFFICIAL RECORDING COVER PAGE**

Page 1 of 14

Document Type: EASEMENT/RIGHT OF WAY	Transaction #: 3731975 - 1 Doc(s)
Transaction Reference: Mount Joy Borough #16724	Document Page Count: 13
Document Reference: MJBA SWMA	Operator Id: armers

RETURN TO: (Email) Stephanie L. Erb 700 North Duke Street P. O. Box 4686 Lancaster, PA 17604-4686	SUBMITTED BY: Stephanie L. Erb 700 North Duke Street P. O. Box 4686 Lancaster, PA 17604-4686
--	---

*** PROPERTY DATA:**

Parcel ID #: 450

 Municipality: MOUNT JOY BOROUGH (100%)
 School District: DONEGAL SD

*** ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

RECORDING FEE:	
EASEMENT/RIGHT OF WAY	\$13.00
CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
PA SURCHARGE #6548	\$35.50
EXTRA PAGE FEE	\$18.00
Total:	\$72.00

INSTRUMENT # : 6316916
 RECORDED DATE: 02/10/2017 03:36:35 PM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Lancaster County, Pennsylvania.



Bonnie L. Bowman

Bonnie L. Bowman
 Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls.

***COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.**

MUNI\16724(30)\17011671
01/27/17

Prepared by: Morgan, Hallgren, Crosswell & Kane, P.C.
700 North Duke Street, P. O. Box 4686
Lancaster, Pennsylvania 17604-4686
(717) 299-5251
Return to: Same
Parcel I.D. #: 450-98924-0-0000; 450-76857-0-0000

STORM WATER MANAGEMENT AGREEMENT AND DECLARATION OF EASEMENT

THIS AGREEMENT AND DECLARATION OF EASEMENT made this 6th day of FEBRUARY, 2017, by and between MOUNT JOY BOROUGH AUTHORITY, a municipality authority with a mailing address of 21 East Main Street, Mount Joy, Pennsylvania 17552 (hereinafter referred to as the "Grantor"), and MOUNT JOY BOROUGH, Lancaster County, Pennsylvania, a municipal corporation duly organized under the laws of the Commonwealth of Pennsylvania, with its municipal office located at 21 East Main Street, Mount Joy, Pennsylvania (hereinafter referred to as the "Borough").

BACKGROUND

Grantor is the owner of premises located on the north side of Little Chickies Creek, west of Lefever Road, in the Borough of Mount Joy, Lancaster County, Pennsylvania, as more specifically described in a deed recorded at Document No. 5907635 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, and Grantor is the holder of a storm water drainage easement over property of Donsco, Inc., in the Borough of Mount Joy, Lancaster County, Pennsylvania, said tract being described in the deed recorded at Document No. 5970269 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, and said easement identified in the Second Amendment to Utility Easement Agreement recorded at Document No. 6306958 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania (hereinafter collectively referred to as the "Premises"), and as shown on the South Jacob Street Water Treatment Plant and Well #3 Post Construction Stormwater Management (PCSM) Plan, prepared by Arro Consulting, Inc., Project No. 10318.20, dated June, 2015, last revised November 22, 2016 (hereinafter referred to as the "Plan"). The storm water management facilities to be installed on the Premises are more specifically identified in the plans attached as Exhibits A and B and incorporated herein.

Prior to beginning construction on any subdivision or land development or regulated activity, Grantor is required, under the Mount Joy Borough Subdivision and Land Development Ordinance and the Mount Joy Borough Storm Water Management Ordinance (collectively referred to as the "Ordinance"), to file a plan with Mount Joy Borough Council. Pursuant to the Ordinance, Grantor must include storm water management data in its subdivision and/or land development application. The Ordinance requires that Grantor's Plan reflect and/or be accompanied with supporting documentation which identifies the ownership of, and the method of administering and maintaining, all permanent storm water management facilities. Drainage courses, swales, grassed waterways, storm water inlets, pipes, conduits, detention basins, retention basins, infiltration structures, and other storm water management facilities, including Best Management Practices facilities ("BMPs"), shall be included under the term "storm water management facilities" in this Agreement and Declaration of Easement.

The purpose of this Agreement and Declaration of Easement is to describe the ownership and maintenance responsibilities for the storm water management facilities which will be installed on the Premises and to impose the ownership and maintenance responsibilities upon Grantor, its successors and assigns and upon successor owners of the Premises, and set forth the rights of the Borough.

NOW, THEREFORE, intending to be legally bound hereby and in consideration of receiving approval of its Plan from Borough Council, and in consideration of receiving permits from the Borough to develop the Premises, Grantor, for Grantor and the successors and assigns of Grantor, covenant and declare as follows:

1. The storm water management facilities will be owned by Grantor, its successors and assigns.

2. All drainage courses, swales, storm water inlets, pipes, conduits, detention basins BMPs, and other storm water management facilities shall be installed, constructed and maintained by Grantor, its successors and assigns, in a first-class condition in conformance with the approved Plan, including any accompanying storm water management plans and information, and as recorded in the Office of the Recorder of Deeds in and for Lancaster County, and in a manner sufficient to meet or exceed the performance standards and specifications set forth on the approved Plan, including any accompanying storm water management plans and information,

and as recorded in the Office of the Recorder of Deeds in and for Lancaster County. These responsibilities shall include, but not be limited to, the following:

a. Liming, fertilizing, seeding and mulching of vegetated channels and all other unstablized soils or areas according to the specifications in the "Erosion and Sediment Pollution Control Manual" published by the Pennsylvania Department of Environmental Protection, the Penn State Agronomy Guide, or such similar accepted standard.

b. Reestablishment of vegetation by seeding and mulching or sodding of scoured areas or areas where vegetation has not been successfully established.

c. Mowing as necessary to maintain adequate stands of grass and to control weeds. Chemical weed control may be used if federal, state and local laws and regulations are met. Selection of seed mixtures shall be subject to approval by the Borough.

d. Removal of silt from all permanent structures which trap silt or sediment in order to keep the material from building up in grass waterways, pipes, detention or retention basins, infiltration structures, BMPs, and/or other facilities and thus reducing their capacity.

e. Removal of silt from all permanent drainage structures, in particular BMPs, in order to maintain the design storage volumes. Regular programs shall be established and maintained.

f. Regular inspection of the areas in question to assure proper maintenance and care, including but not limited to proper implementation of BMPs.

g. Regular maintenance to insure that all pipes, swales and detention facilities shall be kept free of any debris or other obstruction.

h. Regular maintenance of all facilities designed to improve water quality to insure that such facility function in accordance with their design.

i. Repair of any subsidence, including subsidence caused by sinkholes.

j. Performance of inspection and maintenance as set forth on Exhibit C attached hereto and incorporated herein.

Grantor, its successors and assigns, shall be responsible for performing the foregoing maintenance.

3. Grantor, its successors and assigns, shall be responsible for maintaining records of all inspections of and maintenance to BMPs and other storm water management facilities. Grantor, its successors and assigns, shall be responsible to prepare all annual BMP and post construction storm water management facility reports detailing the actual inspection and maintenance activities performed which are required by the terms of any NPDES permit or other state or federal regulation or requirement performed each calendar year after completion of installation of the storm water management facilities and submit such reports to the Borough on or before March 31 of the following calendar year, together with any fee which the Borough may impose for the review and processing of such report. It is the responsibility of Grantor to inform successors owners of the Premises or any lot created from the Premises of this reporting requirement. The failure to submit an annual report is a violation of this Agreement. The Borough may prepare any required report and recover all costs required to prepare such report from the then-owner of the Premises or any lot created from the Premises, plus a penalty of ten (10%) percent of such costs and may file a municipal claim to secure payment of such costs.

4. Grantor, for itself, its successors and assigns, agrees that the failure to maintain all drainage courses, swales, storm water inlets, pipes, conduits, detention basins, BMPs, and other storm water management facilities in a first-class condition in conformance with this Agreement and approved Plan, including any accompanying storm water management plans and information, and as recorded in the Office of the Recorder of Deeds in and for Lancaster County, shall constitute a nuisance and shall be abatable by the Borough as such.

5. Grantor, for itself, its successors and assigns, authorizes the Borough, at any time and from time to time, by its authorized representatives, to enter upon the Premises to inspect the storm water management facilities.

6. The Borough may require that Grantor, and assigns or any future owner or occupier of the Premises or any part thereof, take such corrective measures as the Borough may deem reasonably necessary to bring the Premises into compliance with this Agreement and with the approved Plan, including any accompanying storm water management plans and information, and as recorded in the Office of the Recorder of Deeds in and for Lancaster County.

7. Upon the failure of the owner or occupier of the Premises or any part thereof to comply with the terms of this Storm Water Management Agreement or to take corrective measures

following reasonable notice from the Borough, the Borough, through its authorized representatives, may take such corrective measures as it deems reasonably necessary to bring the Premises into compliance with this Agreement and with the approved Plan, including any accompanying storm water management plans and information, and as recorded in the Office of the Recorder of Deeds in and for Lancaster County, including, but not limited to, the removal of any blockage or obstruction from drainage pipes, swales, detention basins, and BMPs, and may charge the cost thereof to Grantor, its successors and assigns, or any owner of the Premises or any part thereof and, in default of such payment, may cause a municipal lien to be imposed upon the portion of the Premises described in a deed recorded at Document No. 5907635 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania. Any municipal lien filed pursuant to this Agreement shall be in the amount of all costs incurred by the Borough, plus a penalty of ten (10%) of such costs, plus the Borough's reasonable attorneys' fees.

8. Any proposal to add additional impervious surface coverage to the Premises will require the submission of a storm water management plan meeting all requirements of applicable regulations in effect at the time such application is filed.

9. Grantor hereby imposes upon the Premises for the benefit of all present and future owners of the Premises or part of the Premises, the Borough, and all other property owners affected by the storm water management facilities, the perpetual right, privilege and easement for the draining of storm water in and through the drainage courses, swales, storm water inlets, pipes, conduits, detention basins, BMPs, and other storm water management facilities depicted on the plan or plans submitted to the Borough or hereafter made of record and now or hereafter installed on or constructed upon the Premises and, in addition, easements of access to the storm water management facilities.

10. Grantor agrees to indemnify the Borough and all of its elected and appointed officials, agents and employees (hereafter collectively referred to as the "Indemnitees") against and hold Indemnitees harmless from any and all liability, loss or damage, including attorneys' fees and costs of investigation and defense, as a result of claims, demands, costs or judgments against Indemnitees which arise as a result of the design, installation, construction or maintenance of the storm water management facilities.

11. Grantor's personal liability under this Agreement shall cease at such time as (a) all storm water management facilities have been constructed in accordance with the specifications of the Borough Subdivision and Land Development Ordinance, the Borough Storm Water Management Ordinance and the approved plans; (b) the storm water management facilities have been inspected and approved by the Borough Engineer; (c) all financial security, including any maintenance security, posted by Grantor has been released by the Borough; and (d) Grantor has transferred the Premises to third parties. Notwithstanding the foregoing, Grantor's personal liability shall continue for any violations of this Agreement and Declaration of Easement which occurred during the time that Grantor owned the Premises or in the event the storm water management facilities were not completed, inspected or approved as set forth in (a) through (c) herein.

12. It is the intent of the parties to this Agreement that personal liability and maintenance obligations shall pass to subsequent title owners upon change in ownership of the Premises and such subsequent owners shall assume all personal liability and maintenance obligations for the time period during which they hold title. Personal liability shall remain for any violations of this Agreement and Declaration of Easement which occurred during the period in which an owner held title.

13. The Borough may, in addition to the remedies prescribed herein, proceed with any action at law or in equity to bring about compliance with the Borough Storm Water Management Ordinance, the Borough Subdivision and Land Development Ordinance and this Agreement.

14. This Agreement and Declaration of Easement shall be binding upon the Grantor, the successors and assigns of Grantor, and all present and future owners of the Premises or any part thereof and is intended to be recorded in order to give notice to future owners of the Premises of their duties and responsibilities with respect to the storm water management facilities. Grantor shall include a specific reference to this Agreement in any deed of conveyance for the Premises or any part thereof.

15. This Agreement and Declaration of Easement may be amended only by written instrument signed on behalf of all owners of the Premises and the Borough.

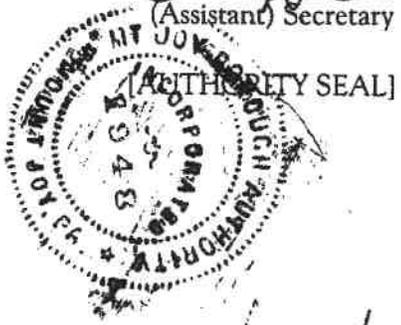
16. When the sense so requires, words of any gender used in this Agreement and Declaration of Easement shall be held to include any other gender, and the words in the singular number shall be held to include the plural, and vice versa.

IN WITNESS WHEREOF, the undersigned have caused this Agreement and Declaration to be executed on the day and year first above written.

MOUNT JOY BOROUGH AUTHORITY

ATTEST
By: [Signature]
(Assistant) Secretary

By: [Signature]
(Vice) Chairman



MOUNT JOY BOROUGH
Lancaster County, Pennsylvania

Attest: [Signature]
(Assistant) Secretary

By: [Signature]
(Vice) President
Borough Council

[BOROUGH SEAL]



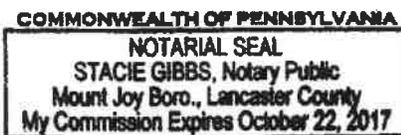
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this 7th day of February, 2017, before me, a notary public, the undersigned officer, personally appeared John D. Reberman, who acknowledged him self to be the Chairman of Mount Joy Borough Authority, a municipality authority, and that as such officer being authorized to do so, acknowledged the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as Chairman

IN WITNESS WHEREOF, I set my hand and official seal.

Stacie Gibbs
Notary Public

My commission expires:



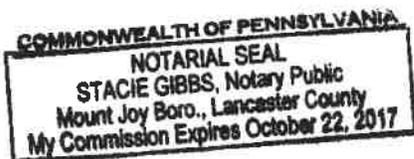
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this 6th day of February, 2017, before me, the undersigned officer, a notary public in and for the aforesaid Commonwealth and County, personally appeared Charles E. Glassner, who acknowledged him self to be ~~(Vice)~~ President of Borough Council of Mount Joy Borough, Lancaster County, Pennsylvania, and that he/she, as such officer, being authorized to do so, executed the foregoing Storm Water Management Agreement and Declaration of Easement, for the purposes therein contained, by signing the name of such Borough by him self as such officer.

IN WITNESS WHEREOF, I set my hand and official seal.

Stacie Gibbs
Notary Public

My commission expires:



CONSENT AND JOINDER OF DONSCO, INC.

Donsco, Inc. ("Record Owner") as owner of the tract of land described in the Deed recorded at Document No. 5970269 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, a portion of which is subject to a storm water easement pursuant to the Second Amendment to Utility Easement Agreement recorded at Document No. 6306958 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, in favor of Mount Joy Borough Authority, said property within Mount Joy Borough, Lancaster County, Pennsylvania, joins in, consents to, and expressly approves the grant of easements and other rights and privileges described in the attached Storm Water Management Agreement and Declaration of Easement (the "Agreement").

Record Owner, for itself, its successors and assigns (which shall include any purchaser of the Premises), hereby covenants and agrees that the rights and privileges herein granted with respect to the Premises shall not be terminated or disturbed by reason of any action which may be instituted by the Record Owner, its successors and assigns.

IN WITNESS WHEREOF, Record Owner hereby joins in the execution of the Agreement as of this 2nd day of February, 2017.

DONSCO, INC.

By: Donald Mann
(Vice) President

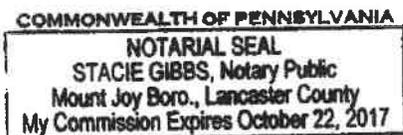
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Lancaster) SS:

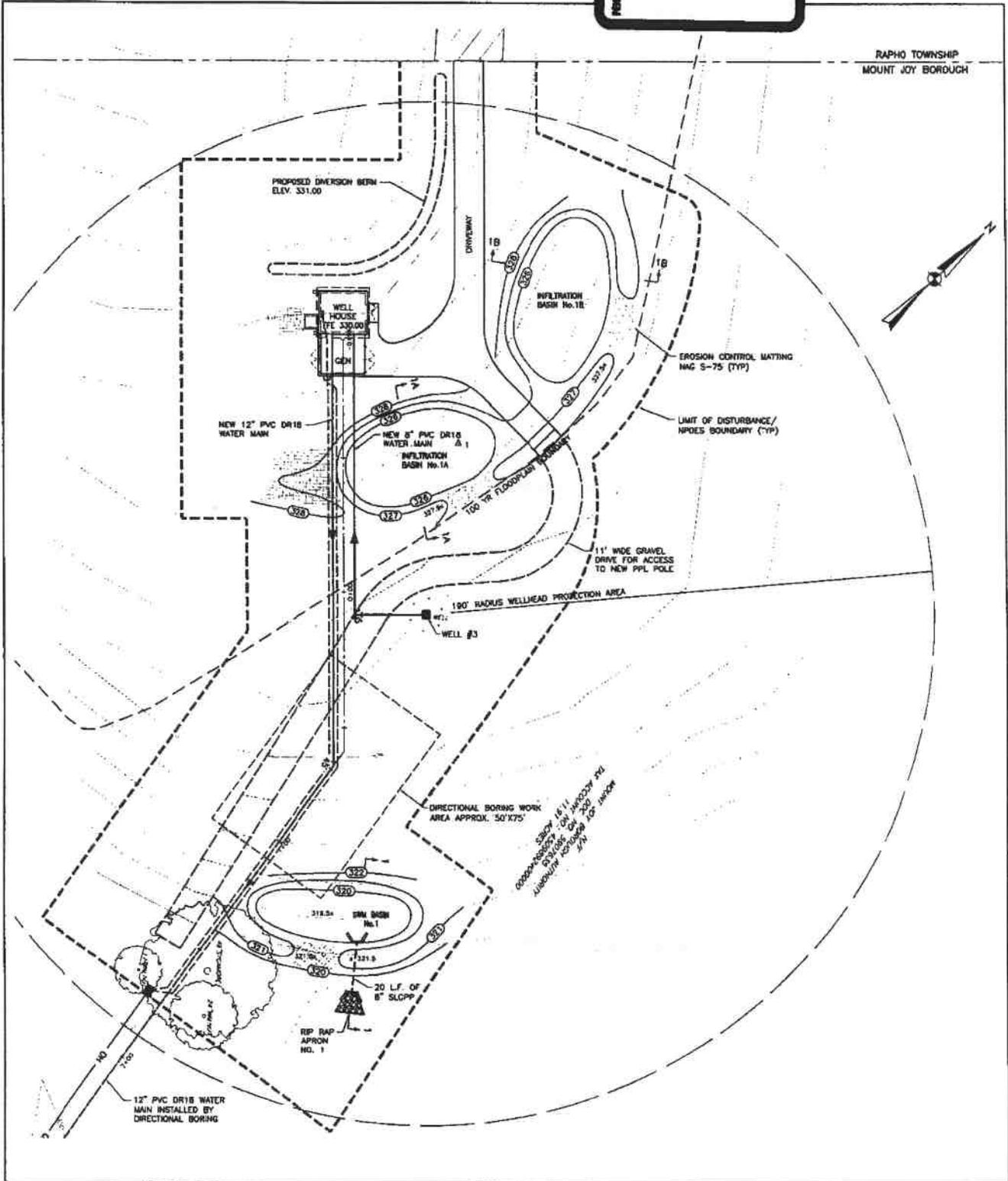
On this 2nd day of February, 2017, before me, the undersigned officer, personally appeared Donald Mann, who acknowledged himself to be (Vice) President of Donsco Inc., a Pennsylvania corporation, and he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Stacie Gibbs
Notary Public

My Commission Expires:





Dwg. Name: 10896-S02.dwg Last Revised: 07/20/16 08:23

MOUNT JOY BOROUGH AUTHORITY

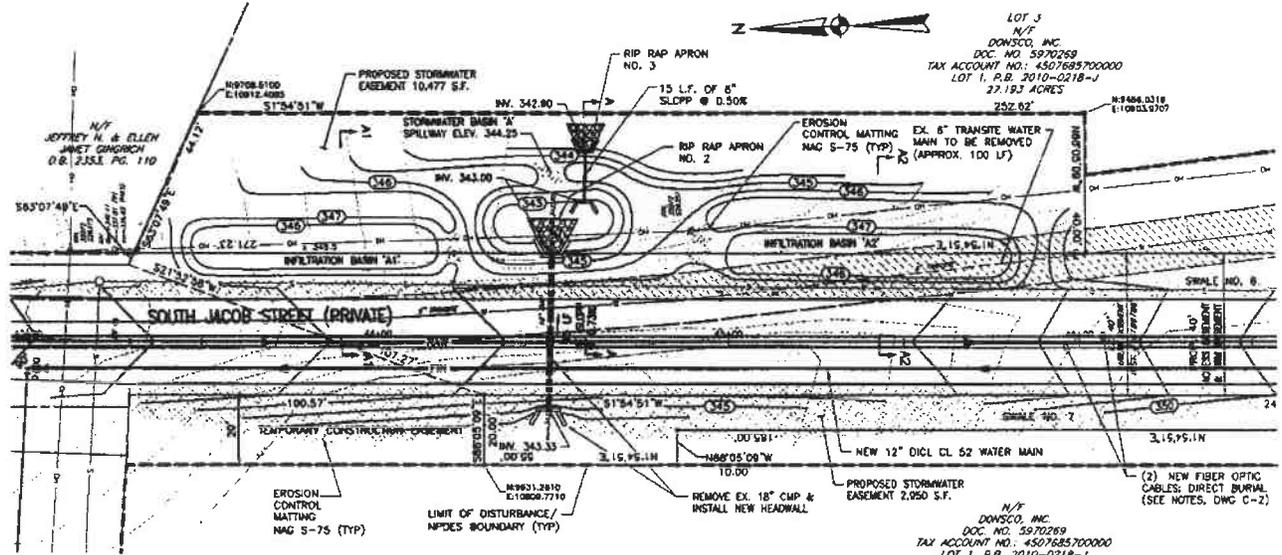
WTP & WELL SITE PROJECT
SWM AGREEMENTS AND DECLARATIONS

ARRO #10318.20



108 West Airport Road
Lititz, Pennsylvania 17543
Tel 717.569.7021

SCALE: 1"=50'	DATE 1/13/17	DWG. NO. E2
------------------	-----------------	----------------



Dwg. Name: 10896-S02.dwg Lost Revised: 07/20/16 08:23

MOUNT JOY BOROUGH AUTHORITY

WTP & WELL SITE PROJECT
SWM AGREEMENTS AND DECLARATIONS

ARRO #10318.20



108 West Airport Road
Lititz, Pennsylvania 17543
Tel 717.569.7021

SCALE:

1"=50'

DATE

1/16/17

DWG. NO.

E3

Commonwealth of Pennsylvania
Department of Revenue
Bureau of Individual Taxes
Dept. 280603
Harrisburg, PA 17128-0603

**REALTY TRANSFER TAX
STATEMENT OF VALUE**

See Reverse for Instructions

Recorder's Use Only

State Tax Paid	\$0.00
Book Number	6316916
Page Number	
Date Recorded	02/10/2017 03:36:35 PM

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name: **Josele Cleary** Telephone Number: **(717) 299-5251**

Mailing Address 700 North Duke Street, P. O. Box 4686	City Lancaster	State PA	Zip Code 17604-4686
--	-------------------	-------------	------------------------

B. TRANSFER DATA

Date of Acceptance of Document 2/7/17	
Grantor(s)/Lessor(s) Mount Joy Borough Authority	Telephone Number: Grantee(s)/Lessee(s) Mount Joy Borough
Mailing Address 21 East Main Street	Mailing Address 21 East Main Street
City, State, Zip Code Mount Joy, PA 17552	City, State, Zip Code Mount Joy, PA 17552

C. REAL ESTATE LOCATION

Street Address North Side of Little Chickies Creek	City, Township, Borough Mount Joy Borough	
County Lancaster	School District Donegal	Tax Parcel Number 450-98924-0-0000; 450-76857-0-0000

D. VALUATION DATA

Was transaction part of an assignment or relocation? Y N

1. Actual Cash Consideration \$0.00	2. Other Consideration + None	3. Total Consideration = \$0.00
4. County Assessed Value Not Separately Assessed	5. Common Level Ratio Factor X 1.32	6. Fair Market Value = Not Separately Assessed

E. EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed 100%	1b. Percentage of Grantor's Interest in Real Estate 100%	1c. Percentage of Grantor's Interest Conveyed 100%
---	---	---

2. Check Appropriate Bow Below for Exemption Claimed.

- Will or intestate succession. _____
(Name of Decedent) (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to commonwealth, the U.S., and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) This document sets forth certain rights and responsibilities concerning the installation, construction and

maintenance of the storm water management facilities required in connection with the above development. No consideration is being paid, and the rights granted under this Storm Water Management Agreement and Declaration of Easement have no fair market value.

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party 	Date 2/10/17
--	-----------------

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



RECEIVED

OCT 06 2025

13h

Office of the County Treasurer

Tax Claim Bureau
150 North Queen Street
Suite #122
P.O. Box 1447
Lancaster, PA 17608-1447
Phone: 717-299-8232
www.co.lancaster.pa.us

October 2, 2025

Mount Joy Borough
Attn: Mark G Pulgiere, Borough Manager
21 East Main Street
Mount Joy, PA 17552

Dear Mr Pulgiere,

The Lancaster County Tax Claim Bureau has received a bid offer on the property listed below from the Repository of Unsold Properties.

Parcel:	450-36201-0-0000
Property Location:	315 Locust Ln
Owner:	Doris Jean & Ronald Scraggs
Price Offered:	\$1,300.00

In accordance with Section 627 of the Pennsylvania Real Estate Tax Sale Law, as amended by SB 540 on April 25, 1997, the Tax Claim Bureau may, with the written consent of the taxing districts where the property is located, accept an offer of any price for property placed in the "Repository for Unsold Properties" without court approval and published notice of sale. Any taxing district may not unreasonably withhold its consent to the sale of the property.

The purpose of this letter is to obtain your approval to sell this property from the repository for the amount listed above and have it placed back on the tax rolls. Upon receiving written consent from the taxing authorities, the property will be sold to Carlos Genao and Diana Genao 760 Billy Drive Lancaster PA 17601.

If you have any questions, please feel free to contact our office at 717-299-8232.

Sincerely,

Matthew T. Acker
Director
Tax Claim Bureau





RECEIVED

OCT 06 2025

Office of the County Treasurer

Tax Claim Bureau

150 North Queen Street

Suite #122

P.O. Box 1447

Lancaster, PA 17608-1447

Phone: 717-299-8232

www.co.lancaster.pa.us

October 2, 2025

Mount Joy Borough
Attn: Mark G Pulgiere, Borough Manager
21 East Main Street
Mount Joy, PA 17552

Dear Mr Pulgiere,

The Lancaster County Tax Claim Bureau has received a bid offer on the property listed below from the Repository of Unsold Properties.

Parcel: 450-49607-0-0000
Property Location: 311 Locust Ln
Owner: Robert E & Virginia L Melhorn
Price Offered: \$1,500.00

In accordance with Section 627 of the Pennsylvania Real Estate Tax Sale Law, as amended by SB 540 on April 25, 1997, the Tax Claim Bureau may, with the written consent of the taxing districts where the property is located, accept an offer of any price for property placed in the "Repository for Unsold Properties" without court approval and published notice of sale. Any taxing district may not unreasonably withhold its consent to the sale of the property.

The purpose of this letter is to obtain your approval to sell this property from the repository for the amount listed above and have it placed back on the tax rolls. Upon receiving written consent from the taxing authorities, the property will be sold to Carlos Genao and Diana Genao 760 Billy Drive Lancaster PA 17601.

If you have any questions, please feel free to contact our office at 717-299-8232.

Sincerely,

Matthew T. Acker
Director
Tax Claim Bureau



Borough of Mount Joy
Lancaster County, Pennsylvania
Resolution No: 2025-16

The following meetings will be held from January 1, 2026, through December 31, 2026, in Council Chambers of the Borough Municipal Building, 21 East Main Street, Mount Joy, PA:

Mount Joy Borough Council

First Monday at 7 PM
Except September 14
Except November 2 at 6 PM

Council Administration and Finance Committee

Fourth Thursday at 6:30 PM
Except November 19 and December 17

Council Public Works Committee

Second Monday at 6:30 PM
Except September 21

Mount Joy Borough Council Budget Meetings

November 5, 10, & 12 at 6:30 PM

Building Ad-Hoc Committee

Third Monday at 5:30 PM
Except February 9

Mount Joy Borough Authority

Third Tuesday at 4 PM
Except Wednesday, May 20

Council Public Safety Committee

Fourth Monday at 6:30 PM
Except May 18

Authority Finance Committee

March 4 at 10 AM
March 25 at 10 AM
July 8 at 10 AM
November 11 at 10 AM

Civil Service Commission

Fourth Monday at 5:30 PM as needed
Except May 18

Authority Administration Committee

February 24 at 10 AM
June 23 at 10 AM
October 27 at 10 AM

Parks & Recreation Advisory Board

Fourth Tuesday at 6:30 PM

Planning Commission

Second Wednesday at 6:30 PM

Trick or Treat

October 31 from 6:PM to 8 PM
Borough Manager may set alternative date due to inclement weather or other unforeseen factors.

Zoning Hearing Board

Fourth Wednesday at 7 PM
Except November 18 and December 16

DULY ADOPTED this ___day of _____ 2025, by the Borough Council of the Borough of Mount Joy in lawful session duly assembled.

BOROUGH OF MOUNT JOY
Lancaster County, Pennsylvania

Attest: _____
(Assistant) Secretary

By: _____
(Vice) President Borough Council

SEAL

◆ AI Overview

In Lancaster County, **trick-or-treating is officially recommended by the Lancaster Inter-Municipal Committee (LIMC) to be held on Halloween night, October 31, 2026, from 6 p.m. to 8 p.m.** This **date and time are recommended annually, regardless of the day of the week Halloween falls on, and apply to most municipalities within the county, including the City of Lancaster.** [↗](#)

Key details for 2026:

- **Date:** Saturday, October 31, 2026. [↗](#)
- **Time:** 6:00 p.m. - 8:00 p.m. [↗](#)
- **Policy:** The **Lancaster Inter-Municipal Committee (LIMC) established this annual policy, which is followed by many municipalities in the area.** [↗](#)
- **Flexibility:** While this is the **standard time, neighborhoods, organizations, or families can still choose to participate on different dates or times.** [↗](#)

For more information:

- Check the **official website of your specific municipality or township.** [↗](#)
- **Visit the [School District of Lancaster website](#) for community-wide reminders and safety tips.** [↗](#)

Borough of Mount Joy Lancaster County, Pennsylvania

Resolution No. 2025-17

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF MOUNT JOY, LANCASTER COUNTY, PENNSYLVANIA, SHOWING THE BOROUGH'S INTENT TO SUBMIT A GRANT APPLICATION FOR FUNDS FROM THE COMMONWEALTH FINANCING AUTHORITY FOR A GRANT UNDER THE LOCAL SHARES ACCOUNT - STATEWIDE.

Be it **RESOLVED** that the Borough of Mount Joy of Lancaster County hereby request Local Shares Account-Statewide grant of \$30,000.00 from the Commonwealth Financing Authority to be used towards the construction of three pickleball courts at Mount Joy Borough Park with the remaining monies being gifted by the Mount Joy Rotary Club.

Be it **FURTHER RESOLVED** that the Applicant does hereby designate William A. Hall, President of the Mount Joy Borough Council and Mark G. Pugliese I, Borough Manager and Secretary as the official(s) to execute all documents and agreements between the Borough of Mount Joy and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Mark G. Pugliese I, duly qualified Secretary of the Borough of Mount Joy, Lancaster County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Borough Council at a regular meeting held November 3, 2025 and said Resolution has been recorded in the Minutes of the Borough of Mount Joy regular schedule Borough Council Meeting and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Borough of Mount Joy), this 3rd day of November 2025.

Borough of Mount Joy
Lancaster County

(Assistant) Secretary

(Vice) President

SEAL

Borough of Mount Joy Lancaster County, Pennsylvania

Resolution No. 2025-18

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF MOUNT JOY, LANCASTER COUNTY, PENNSYLVANIA, SHOWING THE BOROUGH'S INTENT TO SUBMIT A GRANT APPLICATION FOR FUNDS FROM THE COMMONWEALTH FINANCING AUTHORITY FOR A GRANT UNDER THE LOCAL SHARES ACCOUNT - STATEWIDE.

Be it **RESOLVED** that the Borough of Mount Joy of Lancaster County hereby request Local Shares Account-Statewide grant of \$156,329.62 from the Commonwealth Financing Authority to be used for the purchase of a Hako Citymaster 1650 Sweeper and attachments.

Be it **FURTHER RESOLVED** that the Applicant does hereby designate William A. Hall, President of the Mount Joy Borough Council and Mark G. Pugliese I, Borough Manager and Secretary as the official(s) to execute all documents and agreements between the Borough of Mount Joy and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Mark G. Pugliese I, duly qualified Secretary of the Borough of Mount Joy, Lancaster County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Borough Council at a regular meeting held November 3, 2025 and said Resolution has been recorded in the Minutes of the Borough of Mount Joy regular schedule Borough Council Meeting and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Borough of Mount Joy), this 3rd day of November 2025.

Borough of Mount Joy
Lancaster County

(Assistant) Secretary

(Vice) President

SEAL

13K

Cleaning Technology
Municipal Technology
Waterjet Technology

Hako



Citymaster 1650

More working comfort in all conditions

Multifunctional city cleaning machine in the 3.5-t class



Prepared For
DENNIS NISSLEY
MOUNT JOY BOROUGH
21 E MAIN ST
MOUNT JOY, PA 17552-14
DNISSLEY@MOUNTJOYPA.ORG
(717) 653-8226

Prepared By
Brett Raver
Mechanicsburg, PA
braver@bortekpx.com
(717) 512-4396



PROPOSAL

No. BQ417641826

Date Prepared: September 26, 2025

PBCM1650QP | HAKO CITYMASTER 1650 SWEEPER, QP [Qty: 1]

Standard Features & Benefits

- INCLUDES: EASY OPERATION
- COMFORTABLE FULL CAB WITH AC & HEAT
- RELIABLE GERMAN ENGINEERING
- BACK-UP CAMERA
- MAXIMUM MANEUVERABILITY
- AMBER SAFETY LIGHT
- JOB-SPECIFIC ATTACHMENTS
- 40 GALLON WATER SUPPRESSION RESERVOIR
- WARRANTY: 12 MONTHS PARTS & LABOR (1,200 HOURS), 90 DAYS TRAVEL
- CLEANING PATH: 62-88" SWEEPING PATH
- HOPPER SIZE: 1.76 CUBIC YARDS/ 2,200 LBS.
- ENGINE: 4 CYLINDER 1.9L DIESEL HATZ
- FUEL CAPACITY: 13 GALLON

Bortek Pro Package

			Qty
PB99113938	OPT - HI-PRESSURE CLEANER, CM1650 (RETROFIT)	INCLUDED	1

Additional Options

			Qty
PB99148612	OPT - QUICK CHANGE TROLLEY, CM650/CM1650	\$ 593.54	1
PB99148820	OPT - DEPOSIT FEET HOPPER/PLATFORM, CM1650	\$ 581.89	1

Discounts / Trades

CONTRACT	PA COSTARS #025-E22-497	INCLUDED
----------	-------------------------	----------

Machine:	\$146,909.19
Additional Options:	\$ 1,175.43
Prep & Delivery:	\$ 8,245.00

Machine Subtotal \$156,329.62



Planned Maintenance

Our Planned Maintenance (PM) Program maximizes your equipment's reliability, performance, and overall quality by ensuring regular and professional maintenance and inspections from our specially trained technicians. Getting your PM Program in place is a surefire way to protect your investment. Recommended PM rates are per unit per visit. Please note: PM Rates are subject to change based on current market conditions.

I would like to inquire about Planned Maintenance for my Hako Citymaster 1650 Sweeper, Qp.

- Freight is FOB destination.
- Proposal expires 11/25/2025*.
- *Expiration date is subject to change in the event of a manufacturer price increase.

Machine 1 Total: \$156,329.62

Proposal Total

\$156,329.62

Notice | Terms & Conditions

Please initial and date below

Section 1: Introduction

The below signed, acting as a duly authorized representative of the customer, understands and agrees that the equipment cited in the quotation is custom-built to suit their specific needs and requirements. Therefore, this order cannot be canceled under any circumstances that are beyond our control.

Section 2: Pricing

Bortek will do its best to minimize price adjustments after the time of order placement. However, in the event of unexpected Manufacturer and chassis price increases at any time during the manufacturing process, these will be passed along to the customer. Evidence of such increases will be provided upon request.

Section 3: Tariffs

If, after the date of this Quote, any new or increased tariffs, duties, or other government-imposed costs on materials or chassis become effective, the Sales Price of the goods shall be adjusted to reflect the actual increased cost to the manufacturer. To the greatest extent possible, Bortek will promptly notify the Customer of any such cost impact, although the rapidly changing tariff environment may affect total disclosure before the fulfillment of any order. New or increased tariffs may also result in material shortages which could delay the fulfillment of orders. Bortek will notify the Customer of any such delays and will work diligently to limit the impact on timely delivery of goods.

Section 4: Payment

1. 20% non-refundable deposit for all commercial purchases.
2. Prices exclude any applicable taxes.
3. CDL chassis for commercial use are subject to FET Tax.
4. Lease payments are an estimation and are subject to final credit approval.
5. Lease Quote is not a commitment to fund.
6. Balance due upon delivery.
7. Transfer of title to customer will be executed within five business days of receipt of payment.

Initial

Date

Payment

Duly Authorized Representative

Signature

Date

Print Name

Title

Purchase Order #

Borough of Mount Joy Lancaster County, Pennsylvania

Resolution No. 2025-19

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF MOUNT JOY, LANCASTER COUNTY, PENNSYLVANIA, SHOWING THE BOROUGH'S INTENT TO SUBMIT A GRANT APPLICATION FOR FUNDS FROM THE COMMONWEALTH FINANCING AUTHORITY FOR A GRANT UNDER THE LOCAL SHARES ACCOUNT - STATEWIDE.

Be it **RESOLVED** that the Borough of Mount Joy of Lancaster County hereby requests a Local Shares Account-Statewide grant of \$29,963.54 from the Commonwealth Financing Authority to be used for the purchase of 72 water-filled event barricades.

Be it **FURTHER RESOLVED** that the Applicant does hereby designate William A. Hall, President of the Mount Joy Borough Council and Mark G. Pugliese I, Borough Manager and Secretary as the official(s) to execute all documents and agreements between the Borough of Mount Joy and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Mark G. Pugliese I, duly qualified Secretary of the Borough of Mount Joy, Lancaster County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Borough Council at a regular meeting held November 3, 2025 and said Resolution has been recorded in the Minutes of the Borough of Mount Joy regular schedule Borough Council Meeting and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Borough of Mount Joy), this 3rd day of November 2025.

Borough of Mount Joy
Lancaster County

(Assistant) Secretary

(Vice) President

SEAL

13m

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

Resolution No. 2025-20

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF MOUNT JOY, LANCASTER COUNTY, PENNSYLVANIA, SHOWING THE BOROUGH'S INTENT TO SUBMIT A GRANT APPLICATION FOR FUNDS FROM THE COMMONWEALTH FINANCING AUTHORITY FOR A GRANT UNDER THE LOCAL SHARES ACCOUNT - STATEWIDE.

Be it **RESOLVED** that the Borough of Mount Joy of Lancaster County hereby request a Local Shares Account-Statewide grant of \$46,190.00 from the Commonwealth Financing Authority to be used for the purchase of 22 Zoll AED 3 Semi-Automatic units for municipal staff, Fire Department and Police Department.

Be it **FURTHER RESOLVED** that the Applicant does hereby designate William A. Hall, President of the Mount Joy Borough Council and Mark G. Pugliese I, Borough Manager and Secretary as the official(s) to execute all documents and agreements between the Borough of Mount Joy and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Mark G. Pugliese I, duly qualified Secretary of the Borough of Mount Joy, Lancaster County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Borough Council at a regular meeting held November 3, 2025 and said Resolution has been recorded in the Minutes of the Borough of Mount Joy regular schedule Borough Council Meeting and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Borough of Mount Joy), this 3rd day of November 2025.

Borough of Mount Joy
Lancaster County

(Assistant) Secretary

(Vice) President

SEAL

ARTICLE VI

Pedalcycles, E-Bikes, E-Scooters, EU-Cycles and Toy Vehicles**§ 255-1. Word usage; definitions.**

- A. Words and phrases, when used in this chapter, except for sections or articles to which different or additional definitions apply, shall have the meanings ascribed to them in the Vehicle Code (the Act of June 17, 1976, P.L. 162, No. 81), 75 Pa.C.S.A. § 101 et seq., as amended, except that, in this chapter, the word "street" may be used interchangeably with the word "highway" and shall have the same meaning as the word "highway" as defined in the Vehicle Code.
- B. In this chapter, the singular shall include the plural, the plural shall include the singular, and the masculine shall include the feminine.
- C. Although the streets in the Borough of Mount Joy run generally in a northeast-southwest and a northwest-southeast direction, for the purpose of this chapter, Market Street and the street running parallel or generally parallel to Market Street shall be deemed to run in a north-south direction, and Main Street and the streets parallel or generally parallel to Main Street shall be deemed to run in an east-west direction.
- D. Specific terms. As used in this chapter, the following terms shall have the meanings indicated:

COMMERCIAL BUSINESS DISTRICT- A defined area within the zone districts of the Borough of Mount Joy, as in effect on July 1, 2025.

ELECTRIC SCOOTER- "E-SCOOTER" -Means a scooter with a floorboard that can be stood upon by the operator, with handlebars, and an electric motor that can propel the device with or without human propulsion.

ELECTRIC UNICYCLE- "EU-CYCLE" -Means a one-wheeled device with or without a saddle, floorboard or handlebars and an electric motor that can propel the device with or without human propulsion.

HIGHWAY- The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel. The term also includes a roadway open to the use of the public for vehicular travel on grounds of a college or university or public or private school or public or historical park.

MOTOR VEHICLE- A vehicle with a motor (of any type, and any power) that propels the device, is a “motor vehicle” as it is not propelled “solely by human power.” Motor vehicles are subject to all vehicle code provisions that apply to a “motor vehicle” unless otherwise specified.

NEIGHBORHOOD ELECTRIC VEHICLE- A four wheeled electric vehicle that has a maximum design speed of not less than 20 miles per hour and of not more than 25 miles per hour and that complies with the Federal safety standards established in 49 CFR 571.500 (relating to standard no. 500; low speed vehicles).

PEDALCYCLE- (“bike”)- A vehicle propelled solely by human-powered pedals. The term does not mean a three wheeled human powered pedal driven vehicle with a main driving wheel 20 inches in diameter or under and primarily designed for children six years of age or younger.

PEDALCYCLE WITH ELECTRIC ASSIST- “E-BIKE”- A vehicle weighing not more than 100 pounds with two or three wheels more than 11 inches in diameter, manufactured or assembled with an electric motor system rated at not more than 750 watts and equipped with operable pedals, and capable of a speed not more than 20 miles per hour on a level surface when powered by the motor source only. The term does not include a device specifically designed for the use by people with disabilities.

VEHICLE- Every device in, upon or by which any person or property is or may be transported or drawn upon a highway, except devices used exclusively upon rails or tracks. Skateboards, scooters, unicycles, Segways, roller skates, sleds, skis, buggies, and other forms of unusual transportation are vehicles and are subject to all vehicle code provisions that apply to a “vehicle,” upon “highways” unless otherwise specified.

CLASS 1 - shall mean an electric bicycle equipped with a motor that aids only when the rider is pedaling, and that ceases to aid when the bicycle reaches the speed of 20 miles per hour, and that weighs no more than 100 pounds.

CLASS 2 - shall mean an electric bicycle equipped with a motor that may be used exclusively to propel the bicycle, and that is not capable of providing assistance when the bicycle reaches a top speed of 20 miles per hour, and that weighs no more than 100 pounds, or an electric scooter equipped with an electric motor which can propel the device to a maximum speed of 20 miles per hour, or an electric unicycle which can propel the device to a maximum speed of 20 miles per hour.

CLASS 3 - shall mean an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour, and that weighs no more than 100 pounds, or an electric scooter equipped with an electric motor which can reach the speed of 28 miles per hour, or an electric unicycle which can reach the speed of 28 miles per hour.

CLASS 4 - shall mean an electric motorcycle or moped, E-Bike electric bicycle, electric scooter, or electric unicycle that is equipped with motors exceeding 750 watts that may be used exclusively to propel the device, or that is capable of speeds more than 28 miles per hour, or that weighs more than 100 pounds.

ROLLER VEHICLE- Any skateboard, sidewalk surfboard, longboard, sidewalk surfer or similar device.

TOY VEHICLE- Any wheeled device, whether solely human powered or electric assist, specifically designed for children six years of age or younger, being utilized by described children under the direct supervision of a parent or guardian, and are not subject to the provisions of this ordinance.

§ 255-104. Licensing of Pedalcycle and E-Bike required.

It shall be unlawful for any person who resides in the Borough to ride a pedalcycle upon any street in the Borough or upon any path set aside for the exclusive use of a pedalcycle and E-Bike unless that pedalcycle or E-Bike has been licensed, as provided in this article, and a valid license plate is attached to the pedalcycle.

§ 255-105. Issuance of license; license plates; transferability; display requirements; replacement plates.

- A. Upon application in such form as Council may from time to time approve, the Chief of Police or his designee shall issue and transfer licenses under this article, upon receipt of the required fee. Each license shall be evidenced by a registration card and a numbered license plate. A license plate shall be issued upon each application, and it shall continue to be valid if the licensee holds the original registration card or a transfer registration card.
- (1) The license plate must be attached to the pedalcycle or E-Bike as hereinafter provided. The registration card shall be shown upon request of any police officer. If the operator does not have the registration card with him when requested to show it, he shall exhibit it to the police officer or to the Chief of Police or his designee within 48 hours thereafter.
 - (2) The Chief of Police or his designee shall keep an accurate record of the name and address of each person to whom a license is issued or transferred. He shall also keep a record of identification of each pedalcycle or E-Bike for which a license is in effect.

- (3) All licenses shall continue in force and effect so long as the licensee holds the original registration card.
 - (4) The fee for each original transfer or replacement of a license shall be established from time to time by resolution by Borough Council.
- B. The licenses granted hereunder shall not be transferable from one person to another but may be transferred by any licensee from one pedalcycle or E-Bike to another upon application to the Chief of Police or his designee and payment of the required fee.
 - C. The pedalcycle/E-Bike license shall be attached to the rear of the pedalcycle/E-Bike, at least 15 inches from the ground, and in such a manner as to be clearly visible from any position five feet to the rear of the pedalcycle/E-Bike.
 - D. License holders shall promptly replace license plates which have been lost or disfigured to such an extent as to make the same illegible. Replacement license plates shall be obtained from the Chief of Police or his designee in the same manner as provided in this section for original plates, and an additional fee, as established from time to time by resolution of Borough Council, shall be paid for the replacement.
 - E. No license transfer or replacement shall be granted to any person whose license has been suspended for violation of any of the provisions of this article during the time such suspension is in effect. No person whose license has been suspended shall operate any pedalcycle within the Borough of Mount Joy during the period of such suspension.
 - F. The Chief of Police or his designee shall properly account for, and pay over to the Borough Manager monthly, all fees received by him for the licenses or replacements as provided in this section.

§ 255-106. Operation of a Pedalcycle

- A. No one shall operate a pedalcycle upon any sidewalk within the Commercial Business District.
- B. A Pedalcycle may be operated upon sidewalks other than those within the Commercial Business District; provided, however, the person operating said pedalcycle shall do so in a safe and responsible manner and shall always yield the right-of-way to pedestrians.
- C. No person shall operate a pedalcycle upon any private parking lot or other private property without the express consent of the owner or a responsible agent for such owner.
- D. No one shall carry more people than the pedalcycle is designed to carry.

- E. All people operating a pedalcycle are required to stop for pedestrians in crosswalks.
- F. Notwithstanding any other provision of this section, a Borough police officer may operate a pedalcycle on any street or sidewalk within the Borough in the performance of such officer's duties. **[Added 7-10-2006 by Ord. No. 3-06]**

§ 255-107. Operation of “E-BIKE,” “E-SCOOTER,” or “EU-CYCLE,” or other VEHICLE

- A. No person shall operate an E-Bike, E-Scooter, EU-Cycle or vehicle regardless of class upon any Borough sidewalk.
- B. No person under the age of 16 years old shall be permitted to operate an E-Bike within Borough limits in accordance with PA Vehicle Code (75 Pa. CS. § 3514).
- C. Persons operating a Class 4 electric motorcycle or moped shall obey all laws and regulations governing motor vehicles as defined in the Pa Vehicle Code.
- D. No person shall carry more people than the E-Bike, E-Scooter, EU-Cycle or vehicle is designed to carry.
- E. All people operating an E-Bike, E-Scooter, EU-Cycle or vehicle are required to stop for pedestrians in crosswalks.
- F. E-Bikes, E-Scooters, EU-Cycles or vehicles emerging from alleys or driveways; Yielding Right-of-Way. The operator of an E-Bike, E-Scooter, EU-Cycle or vehicle merging from an alleyway, or driveway shall yield the right of way to all pedestrians or bicyclists approaching on the sidewalk of sidewalk area. Upon entering the roadway, the user shall yield the right-of-way to all vehicles approaching on the roadway.
- G. In areas where a bicycle lane has been established on a roadway, all Class 1, 2 and 3 E-Bikes, E-Scooters or EU-Cycles shall utilize this lane and shall ride no more than two abreast.
- H. Class 4 electric motorcycles, mopeds or vehicles shall only use those lanes or designated areas specified for motor vehicles as defined in the Pa Vehicle Code and are prohibited from utilizing designated pedalcycle lanes.
- I. E-Bikes, E-Scooters, EU-Cycles or vehicles in use at nighttime shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least five hundred (500) feet to the front with a lamp emitting a red light visible from five hundred (500) feet to the rear.
- J. E-Bikes, E-Scooters, EU-Cycles or vehicles shall be equipped with a bell or other audible signal for the purpose of overtaking and passing any pedestrians, bicycles or other E-Bikes, E-Scooters, EU-Cycles or vehicles.

- K. E-Bikes, E-Scooters, EU-Cycles or vehicles may be deemed abandoned if they have been left parked or unattended at the same location for a period of three consecutive days or more.

§ 255-108. Operation of Roller Vehicles.

- A. No person shall operate a roller vehicle upon any public street or highway within the Borough.
- B. No person shall operate a roller vehicle upon any sidewalk within the Commercial Business District.
- C. Roller vehicles may be operated upon sidewalks other than those within the Commercial Business District; provided, however, the person operating said roller vehicles shall do so in a safe and responsible manner and shall always yield the right-of-way to pedestrians.
- D. No one shall operate a roller vehicle upon any private parking lot or other private property without the express consent of the owner or a responsible agent for such owner.

§ 255-109. Sledding restricted.

It shall be unlawful for any person to ride upon any sled or similar conveyance upon any sidewalk in the Borough of Mount Joy or upon any street or alley in the said Borough.

§ 255-110. Enforcement.

It shall be the duty of the police officers of the Borough of Mount Joy, acting in accordance with the directions of the Chief of Police, to enforce the regulations and prohibitions contained in this article.

§ 255-111. Violations and penalties. [Amended 3-3-2003 by Ord. No. 8-03]

- A. Roller Vehicle operation. **[Amended 7-7-2008 by Ord. No. 5-08]**

- (1) First offense. The roller vehicle shall be impounded by the Police Department for a period not to exceed 15 days. The roller vehicle shall be picked up by the parent/ guardian for violators under the age of 18 and for those violators who are unable to produce adequate proof of identification. A warning notice shall be sent to the violator, with a copy kept on file at the Police Department.
- (2) Second offense. The roller vehicle shall be impounded by the Police Department for a period not to exceed 15 days. The roller vehicle shall be picked up by the parent/ guardian for violators under the age of 18 and for those violators who are unable to produce adequate proof of identification. A notice shall be issued at the time of pickup to reflect a second violation. The notice shall contain instructions to the violator of this section that if he will report to the office of the Chief of Police and pay the sum of \$10 within 48 hours after the time of the notice, that act will save the violator from prosecution and from the payment of fines and costs prescribed in Subsection A (3) with said prosecution.
- (3) Third and subsequent offense. The roller vehicle shall be impounded by the Police Department for a period not to exceed 15 days. The roller vehicle shall be picked up by the parent/guardian for the violators under the age of 18 and for those violators who are unable to produce adequate proof of identification. A non-traffic citation shall be filed for a violation of this article, and, upon conviction of a violation of § 255-107, the violator shall be directed to pay a fine of not less than \$25 nor more than \$600 and costs.

B. Pedalcycle operation. Any person who violates any provision of this article shall, upon conviction relating to operation of a pedalcycle, be sentenced to pay a fine of not less than

\$25 nor more than \$600 and costs; provided, however, that it shall be the duty of the police officers of the Borough to report to the appropriate official all violations of any provision of § 255-106 above, indicating, in each case, the section violated; the license number of the pedalcycle involved in the violation if a pedalcycle is involved; the location where the violation took place; and any other facts that might be necessary to secure a clear understanding of the circumstances attending the violation. The police officer shall also hand to the operator of said pedalcycle or toy vehicle a notice stating that the pedalcycle or toy vehicle was operated in violation of § 255-106 above. The notice shall contain instructions to the operator of the pedalcycle or toy vehicle that if he will report to the office of the Chief of Police and pay the sum of \$10 within 48 hours after the time of the notice, or if he will place the sum of \$10 within the envelope provided and deposit said envelope in

any of the special fine boxes which may be installed at various locations within the Borough, that act will save the violator from prosecution and from the payment of the fine and costs prescribed in the first sentence of this section.

- C. E-Bike, E-Scooter or EU-Cycle operation. Any person who violates any provision of this article shall, upon conviction relating to operation of an E-Bike, E-Scooter or EU-Cycle, be sentenced to pay a fine of not less than:

\$50 nor more than \$600 and costs; provided, however, that it shall be the duty of the police officers of the Borough to report to the appropriate official all violations of any provision of § 255-107 above, indicating, in each case, the section violated; the license number of the E-Bike, E-Scooter or EU-Cycle involved in the violation if an E-Bike, E-Scooter or EU-Cycle is involved; the location where the violation took place; and any other facts that might be necessary in order to secure a clear understanding of the circumstances attending the violation. The police officer shall also hand to the operator of said E-Bike, E-Scooter or EU-Cycle a notice stating the E-Bike, E-Scooter or EU-Cycle was operated in violation of § 255-107 above. The notice shall contain instructions to the operator of the E-Bike, E-Scooter or EU-Cycle that if he will report to the office of the Chief of Police and pay the sum of \$10 within 48 hours after the time of the notice, or if he will place the sum of \$10 within the envelope provided and deposit said envelope in any of the special fine boxes which may be installed at various locations within the Borough, that act will save the violator from prosecution and from the payment of the fine and costs prescribed in the first sentence of this section.

- D. Other violations. Any person who violates any provision of this article other than §§ 255-106 and 255-108 shall, upon conviction, be sentenced to pay a fine of not less than \$25 or more than \$600 and costs.

§ 255-112. through § 255-120. (Reserved)

156.

Outlook

Re: Batting Cage at Lakes

From Dan Keane <keaned27@yahoo.com>
Date Sat 9/13/2025 4:09 PM
To Dennis Nissley <DNissley@mountjoypa.org>
Cc Manager <manager@mountjoypa.org>; Barry Geltmacher <Barry@mountjoypa.org>

You don't often get email from keaned27@yahoo.com. [Learn why this is important](#)



Hey Dennis, this is the area we were looking at.. I thought DBSA was going to submit it to you, but incase they did not.

[Yahoo Mail: Search, Organize, Conquer](#)

On Thu, Aug 21, 2025 at 12:42 PM, Dennis Nissley <DNissley@mountjoypa.org> wrote:

Dan

If you provide me with all the information you listed, I can place it on the agenda for the Public Works Committee of Borough Council and they would decide if it is something that should go to Council for consideration and ultimately to approve it.

Public Works Committee meets the second Monday of each month. September is the 15th because of Labor Day. If you want it on the September 15th agenda, I would need the information by September 10.

Dennis Nissley

Public Works Director

Mount Joy Borough

dnissley@mountjoypa.org

717-653-8226

From: Dan Keane <keaned27@yahoo.com>
Sent: Thursday, August 21, 2025 10:05 AM
To: Dennis Nissley <DNissley@mountjoypa.org>
Subject: Batting Cage at Lakes

You don't often get email from keaned27@yahoo.com. [Learn why this is important](#)

Good morning Dennis,

I was pointed your direction. Do you have a process on how to install a batting cage at the lakes park? I help out maintaining the field and Coach a baseball team that practices there.

I keep looking at the flat area beside the tennis courts as the perfect place for a batting cage. This will help keep the tball teams banging balls against the tennis court fence and help will foul balls flying into the court or into the space competing soccer field, offering a safer environment for everyone.

Do we need a site lay out plan? Material list to be approved? Type of cage? Etc.. I was hoping that you could give me some direction so I could run it past the Donegal Baseball association to see if they can also fund it as well.

Thanks for your time and attention,

Dan

[Yahoo Mail: Search, Organize, Conquer](#)

Flash Flooding July 14, 2025 Hot Spot Grouping

Group One (In Progress)

- North Alley to N. Barbara Street Intersection
- Florin Church of the Brethren Detention Basin
- BMP-107 Melhorn Sales Service and Trucking Investigation
- BMP-107 AMTRAK Headwall
- BMP-125 MJB Regional SWMF

Group Two (Low hanging Fruit/Immediate Concern)

- Grandview Park Swale/New Municipal Complex MRC at Church Street
- Pink Alley at Church Street, Orchard Avenue and West Main Street
- School Lane and Florin Avenue Intersection (potential partial alleviation)
- Bruce Avenue to 825 Terrace Avenue (potential partial alleviation)
- Roland Paving discharge to Donegal Spring Road
- Florin Hill Phase 3 Sedimentation Basin 1A water table (monitor)
- LCCTC Drainage Swale into Rotary Park (monitor)

Group Three (Long Term Solution Required)

- Locust Lane Detention Basin Sinkholes
- West Main Street at Turkey Hill/Prospect Collision
- Detweiler Avenue 12 inch CMP to Borough Park

- Fairview Avenue at Rotary Park
- North Alley Barbara Street to Little Chicques Creek
- Mount Joy Avenue to N. High Street to North Alley.
- School Lane and Florin Avenue (final solution)
- Bruce Avenue to 825 Terrace Avenue (final solution)
- Manheim Street between Market Street and Barbara Street
- Longnecker Road at Little Chicques Creek Bridge
- Intersection Midway Road and School Lane
- Second Street at Hemp Street onto Rotary Park and Private Properties
- Birchland Avenue onto Fairview Street onto Rotary Park
- Norfolk Southern RR Line onto 300 West Main Street (final solution)
- Wood Street and S. Market Intersection

November 2025



Sun	Mon	Tue	Wed	Thu	Fri	Sat
<p>Note: Leaf collection November 3rd - December 12th.</p>						1
2	3 Council 6 PM	4 WOODY WASTE PICK-UP	5	6 Council Budget Mtg 6:30 PM	7	8
9	10 Public Works 6:30 PM	11 Council Budget Mtg 6:30 PM	12 Authority Finance 10 AM Plan. Comm. 7 PM	13	14	15
16	17 Building Ad Hoc 5:30 PM	18 Authority 4 PM Council Budget Mtg 6:30 PM WOODY WASTE PICK-UP	19 ZHB 7 PM	20 Admin. Fin 6:30 PM	21	22
23	24 Public Safety 6:30 PM (Civil Service Com 5:30 PM as needed)	25	26	27 OFFICE CLOSED	28	29
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