

**Mount Joy Borough Council Meeting
Agenda
7:00 PM Monday, February 5, 2024**

1. Call to Order – Mayor Bradley
2. Roll Call—Councilors, Crider, Eichler, Fahndrich, Greineder, Ginder, Hall, Haigh, Kark, Youngerman, and Mayor Bradley
3. Invocation- Mayor Bradley
4. Pledge of Allegiance
5. Announcement of Executive Sessions – No Executive Session held outside of the prior council meeting. Council will adjourn from the regular scheduled meeting into Executive Session to discuss a legal matter regarding Chiques Crossing as well as a Real Estate matter regarding Public Works and Parks facilities.
6. Consider a motion to approve the February 5, 2024, Borough Council Meeting Agenda.
7. Public Input Period - Comments of Any Borough Resident or Property Owner. Time limit of three minutes per individual.
8. Reports
 - a. Mayor
 - b. Police Chief
 - c. Fire Department Mount Joy
 - d. PSH Life Lion LLC.
 - e. Northwest EMS
 - f. EMA
 - g. Library
 - h. Zoning, Code, & Stormwater Administrator
 - i. Community & Economic Development Administrator (Update on hiring process)
 - j. Public Works Department
 - k. Borough Authority Manager
 - l. Assistant Borough Manager/Finance Officer
 - m. Borough Manager
9. Approval of Minutes of the Regular Borough Council Meeting held on January 2, 2024.
10. Florin Hills update and presentation of sketch plan for Block A and Phase III. No motions expected.
11. Building Ad Hoc Committee
 - a. Updates – Josh Deering
 - b. Discussion with possible motion regarding changes for Construction Documents

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

12. Administration and Finance Committee

- a. Updates/discussion on Chiques Crossing with possible motions.
- b. Consider a motion to approve Resolution No. 2024-04, Council appointments to various Boards, Commissions, Authority, Committees as well as individuals and firms to specified positions.
- c. Consider a motion to approve Resolution 2024-05 setting the dates and times for the Parks & Recreation Advisory Board meetings.
- d. Consider a motion authorizing staff to advertise the bidding of the Borough Park/Kunkle Field Project.
- e. Consider a motion authorizing staff to advertise the bidding for a consultant for the Little Chiques Park Master Plan.
- f. Consider a motion authorizing the Borough Manager to sign letter of engagement with Stifel, Nicolaus & Company, Inc. underwriter for bonds and notes for financing of the Municipal Services Complex as well as following the recommendations of the Borough Solicitor for Bond Counsel.
- g. Consider a motion authorizing the Borough Manager to sign the Professional Services Agreement for Little Chiques Streambank Restoration Project.
- h. Consider a motion to approve the final land development plan for the Janus School, 205 Lefever Rd., on the condition that any and all outstanding comments are addresses and resolved to the satisfaction of Borough staff and Engineer.

13. Public Safety Committee

- a. Consider a motion to accept the Annual Report of the Mount Joy Borough Civil Service Commission.
- b. Consider a motion authorizing the sale of the 2017 RAM 1500 pick-up truck.
- c. Consider a motion to authorize initiating the promotional process to fill the vacant Sergeant's position.

14. Public Works Committee

- a. Street Planning Presentation – Dennis Nissley
- b. Old market Street/Manheim Street Drainage Swale Update.
- c. Discussion with possible motion regarding Public Works/Authority Facility and Parks Department Facility (Florin Station).

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

16. Any other matter proper to come before Council.

17. Acknowledge the payment bills.

18. Meetings and dates of importance, see attached calendar.

19. Executive Session. To discuss Police Department legal issue regarding a grievance.

20. Adjourn

The next full Council Meeting is scheduled for 7 PM, on Monday, March 4, 2024.

Police Activity Statistics

2023

	Citation Charges	Criminal Charges	Incidents	Total Incidents YTD	Total Incidents Previous YTD
Jan	68	20	825	825	566
Feb	105	15	629	1,454	1,069
Mar	105	13	675	2,129	1,654
Apr	69	32	672	2,801	2,340
May	76	31	682	3,483	2,976
June	39	25	680	4,163	3,605
July	20	34	718	4,881	4,270
Aug	50	13	734	5,615	4,944
Sept	46	25	586	6,201	5,656
Oct	23	18	534	6,735	6,377
Nov	20	26	487	7,222	7,068
Dec	24	20	501	7,723	7,632
TOTAL	645	272		7,723	7,632

New Detective Cases-December 2023

	2015	2016	2017	2018	2019	2020	2021	2022	2023
January	6	6	7	5	3	4	2	2	18
February	12	6	9	5	3	7	2	0	12
March	11	6	8	7	7	6	2	8	12
April	5	8	6	6	4	6	3	5	12
May	13	2	3	14	5	7	2	2	12
June	10	2	7	3	10	5	5	1	13
July	8	3	20	12	4	9	4	4	7
August	10	12	7	3	3	6	5	2	4
September	6	4	6	4	3	7	5	7	4
October	6	13	7	6	6	9	5	6	9
November	4	10	7	4	10	1	6	14	3
December	6	10	9	4	3	5	2	15	4

Active Cases	21
Cases at District Attorney's Office	8
Inactive Cases	0



MOUNT JOY POLICE DEPARTMENT

Calls for Service
Year 2023 December

Code	Call for Service	Totals
0430	AGGRAVATED ASSAULT /OTHER	1
0510	BURGLARY	2
0613	THEFT SHOPLIFTING	1
0614	THEFT FROM VEHICLE (INSIDE)	1
0619	THEFT ALL OTHERS	2
0710	MOTOR VEHICLE THEFT	2
0800	SIMPLE ASSAULT	2
1130	FRAUD ALL OTHERS	5
1440	CRIMINAL MISCHIEF ALL	6
1510	WEAPONS	1
1810	DRUG POSSESSION OFFENSE	1
2020	FAMILY OFF-CHILD ABUSE	3
2040	FAMILY OFFENSES - DOMESTIC	9
2111	DUI-ALCOHOL/UNDER INFL	1
2410	FIGHT	1
2450	NOISE COMPLAINT	6
2480	DISORDERLY PERSONS / NOISE ALL OTHERS	1
2619	PFA/ICC VIOLATION	2
2640	MUN ORD VIOLATIONS	1
2654	DISTURBANCE	7
2656	THREATS	1
2657	HARASSMENT	3

2660	TRESPASSING	2
2665	FIREWORKS	1
2911	RUNAWAY-MALE	1
4014	OPEN DOORS/WINDOWS GENERAL POLICE	1
4018	STREET LIGHTS-OUT/REPAIRS	5
4020	SUSPICIOUS AUTO	4
4021	SUSPICIOUS ACTIVITY	14
4028	OTHER NON-CRIMINAL INV GENERAL POLICE	2
4052	ALARM BURGLARY OR HOLDUP NON RESIDENCE	11
4100	ALARMS (FIRE ALARMS)	2
4102	ALARM - CARBON MONOXIDE ALARM	3
4504	ATTEMPTED SUICIDES	1
4510	UNATTENDED DEATHS	1
5004	FOUND ARTICLES	3
5008	LOST ARTICLES	1
5010	MISSING PERSON	1
5510	ANIMAL COMPLAINTS ALL	6
6008	REPORTABLE MV CRASH NO INJURIES	14
6015	REPORTABLE MV CRASH HIT & RUN	2
6016	NON REPORTABLE MV CRASH	1
6303	TRAFFIC OFFENSE ALL OTHER	9
6310	TRAFFIC ENFORCE / STOP	41
6335	TRAFFIC HAZARD	1
6336	DISABLED MV	2
6511	PARKING VIOLATION COMPLAINT	6
6602	ABANDONED IMPOUND/TOWAWAY	3
6612	SIGNALS SIGNS OUT	2

7002	BUILDING CHECK	26
7008	MEDICAL ASSISTANCE	55
7010	NOTIFICATIONS	1
7014	OTH PUB SERV/WELFARE CHK	3
7015	ASSIST CITIZEN	22
7025	EMOTIONALLY DISTURBED PERSON (EDP)	1
7502	ASSISTING-FIRE DEPT	4
7504	ASSISTING-OTHER POLICE DP	13
7506	ASSISTING-OTHER AGENCIES	2
8010	WARRANTS-LOCAL	5
9002	ADMINISTRATIVE DUTIES	1
9008	COURT	5
9012	OTHER MAINTENANCE	2
9020	POLICE INFORMATION	35
9021	TRAINING	3
9025	FIELD CONTACT INFORMATION	5
9028	FINGERPRINT	1
9029	CIVIL MATTER	1
9030	SPECIAL DETAIL ASSIGNMENT	3
9034	REPOSSESSION	3
9068	COMMUNITY RELATIONS ACTIVITY	1
9112	FOOT PATROL	1
9115	FOLLOW UP	82
9137	EVIDENCE DUTIES	3
9192	VEHICLE MAINTENANCE	3
9989	CALL BY PHONE	12
9999	NON-CAT DATA	9

MOUNT JOY POLICE DEPARTMENT

21 E MAIN ST, MOUNT JOY,
PA 17552

Phone: 717-653-1650

Fax: 717-653-0062

Criminal Charges by Charge Type

Starting Issue Date 12/1/2023 to Ending Issue Date 12/31/2023

Charge Type: ARREST

Charge	Total
1543 A - DRIV WHILE OPER PRIV SUSP OR REVOKED	1
2701 A1 - SIMPLE ASSAULT - ATTEMPT	1
2702 A1 - AGGRAVATED ASSAULT	1
2706 A1 - TERRORISTIC THREATS W/ INT TO TERRORIZE ANOTHER	1
3307 A4 - INSTITUT'L VAND'ISM ADJACENT GROUND	1
3503 (A)(1)(I) - CRIM TRES-ENTER STRUCTURE	1
3802 A1 - DRIVING UNDER THE INFLUENCE -GENERAL IMPAIRMENT	1
3921 A - THEFT BY UNLAW TAKING-MOVABLE PROP	2
3926 A1 - THEFT OF SERVICES	1
5104 - RESIST ARREST/OTHER LAW ENFORCE	1
6106 A1 - FIREARMS NOT TO BE CARRIED W/O LICENSE	1
6113 A - ARREST FOR VIOLATION OF ORDER	1
Total:	13

Charge Type: COMPLAINT

Charge	Total
2709 A1 - HARASSMENT/STRIKE, SHOVE, KICK, ETC.	1
2709 A4 - HARASSMENT - COMM. LEWD, THREATENING, ETC. LANG.	1
3304 A5 - CRIMINAL MISCHIEF - DAMAGE PROPERTY - SUMMARY CASE	4
5503 A1 - DISORDERLY CONDUCT ENGAGE IN FIGHTING	1
Total:	7

MOUNT JOY POLICE DEPARTMENT

21 E MAIN ST, MOUNT JOY,
PA 17552

Phone: 717-653-1650

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Citation Output By Charge

Starting Issue Date 12/1/2023 to Ending Issue Date 12/31/2023

Charge	Total
1301 A - DR UNREGIST VEH	4
1501 A - DRIVING W/O A LICENSE	1
1301 - 1301 A - Dr Unregist Veh	2
1332 - 1332 B5 - Obscured Plates - Tinted Plate Cover	1
1371 - 1371 A - Veh Reg Suspended	2
1501 - 1501 A - Driving W/O A License	1
1543 - 1543 A - Driv While Oper Priv Susp Or Revoked	4
1786 - 1786 F - Oper Veh W/O Req'd Financ Resp	2
3111 - 3111 A - Obedience to Traffic-Control Devices	1
3112 - 3112 A3I - Failure To Stop At Red Signal	2
3345 - 3345 A - Meeting/Overtaking School Bus	1
4703 - 4703 A - Operat Veh W/O Valid Inspect	2
4706 - 4706 C - Fail To Obtain Emission Cert	1
Total:	24

FDMJ Monthly Incident Report Summary

December 2023

Responded to **42** alarms for the month of December 2023 – **584** total alarms for 2023

Time in service for month: 25 hours and 27 minute

Average manpower per incident: **11** members per call for month (**6a-4p 25 calls/7** members per call) – **Response time** – **4 min & 31 sec.** **Arrival time** – **8 min & 30 sec.** (w/FP calls)

Total Man-hours: 282 hours & 16 minutes

Calls by Municipality First Due: **35** first due alarms – **7** mutual aid alarms

- Mount Joy Borough - **17**
- Rapho Township - **15**
- Mount Joy Township - **2**
- East Donegal Township – **1**

Apparatus Responses:

- Engine 75-1 - 25
- Engine 75-2 - 17
- Truck 75 - 13
- Squad 75-1 - 3
- Traffic 75 – 9
- POV (Fire Police) - 18
- Duty Chief Vehicle - 23
- Duty Officer Vehicle – 18

Property pre-incident value: \$ 1,778,300.00

Property Fire Loss: \$260,500.00

Property post incident saved: \$1,517,800.00

2022 FDMJ responded to a call on average every - 14 hours & 58 minute

Total Training hours of **43** members trained for **203** hours **30** minutes

Community Service Details – 1-Community Events - MJB Winterfest **12** members = **72** hours

Notable First Due Calls: -

12/8 – Multiple Water Rescue Incidents (x5) MJB, RTwp, MJTwp – 4 Vehicles , 2 occupied

12/26 – Building Fire – RTwp – Auction Rd. \$500.00 Fire Loss – Electrical

12/29 – Barn Fire – RTwp – Zink Rd - \$260,00.00 Fire Loss – Large Barn and Livestock

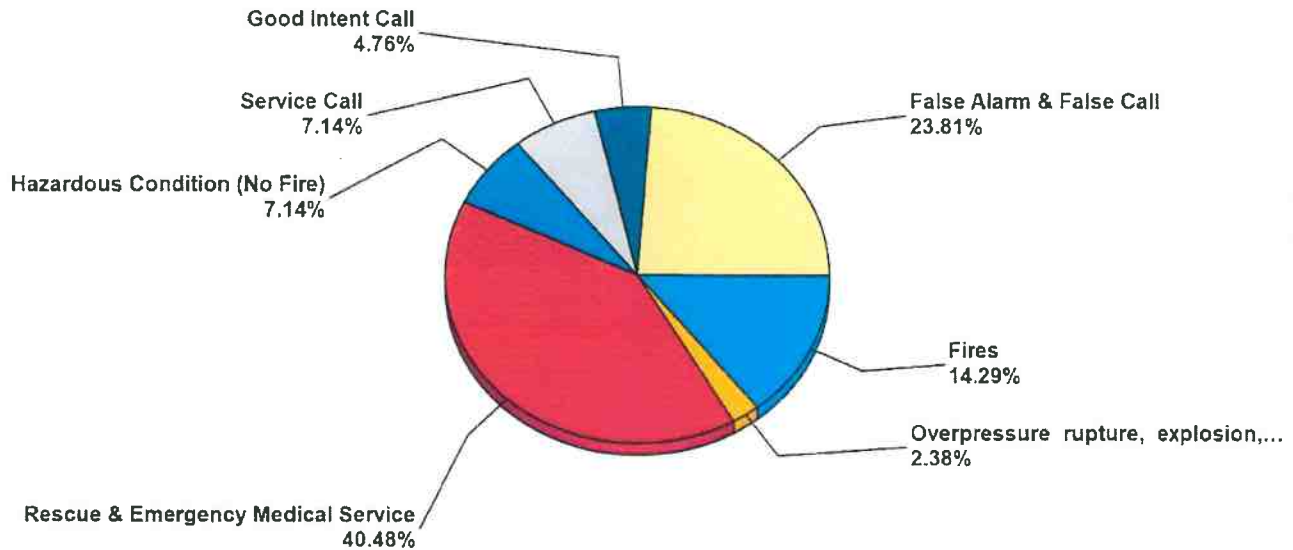
Fire Department Mount Joy

Mount Joy, PA

This report was generated on 1/7/2024 9:13:04 AM

Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 12/01/2023 | End Date: 12/31/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	6	14.29%
Overpressure rupture, explosion, overheating - no fire	1	2.38%
Rescue & Emergency Medical Service	17	40.48%
Hazardous Condition (No Fire)	3	7.14%
Service Call	3	7.14%
Good Intent Call	2	4.76%
False Alarm & False Call	10	23.81%
TOTAL	42	100%

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

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	5	11.9%
160 - Special outside fire, other	1	2.38%
251 - Excessive heat, scorch burns with no ignition	1	2.38%
311 - Medical assist, assist EMS crew	2	4.76%
321 - EMS call, excluding vehicle accident with injury	1	2.38%
322 - Motor vehicle accident with injuries	9	21.43%
360 - Water & ice-related rescue, other	5	11.9%
412 - Gas leak (natural gas or LPG)	3	7.14%
511 - Lock-out	1	2.38%
540 - Animal problem, other	1	2.38%
551 - Assist police or other governmental agency	1	2.38%
600 - Good intent call, other	1	2.38%
622 - No incident found on arrival at dispatch address	1	2.38%
735 - Alarm system sounded due to malfunction	1	2.38%
736 - CO detector activation due to malfunction	1	2.38%
743 - Smoke detector activation, no fire - unintentional	3	7.14%
745 - Alarm system activation, no fire - unintentional	4	9.52%
746 - Carbon monoxide detector activation, no CO	1	2.38%
TOTAL INCIDENTS:	42	100%

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



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Fire Department Mount Joy

Mount Joy, PA

This report was generated on 1/7/2024 9:17:19 AM

Incident Statistics

Zone(s): All Zones | Start Date: 12/01/2023 | End Date: 12/31/2023

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		17	
FIRE		25	
TOTAL		42	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
TOTAL			
PRE-INCIDENT VALUE		LOSSES	
\$1,778,300.00		\$260,500.00	
CO CHECKS			
736 - CO detector activation due to malfunction		1	
746 - Carbon monoxide detector activation, no CO		1	
TOTAL		2	
MUTUAL AID			
Aid Type		Total	
Aid Given		7	
Aid Received		11	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
3		7.14	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Non-FDMJ Apparatus		0:03:06	
Station 75	0:07:16	0:09:08	
AVERAGE FOR ALL CALLS		0:08:30	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Non-FDMJ Apparatus		0:01:24	
Station 75	0:03:14	0:05:12	
AVERAGE FOR ALL CALLS		0:04:31	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Fire Department Mount Joy		36:17	

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

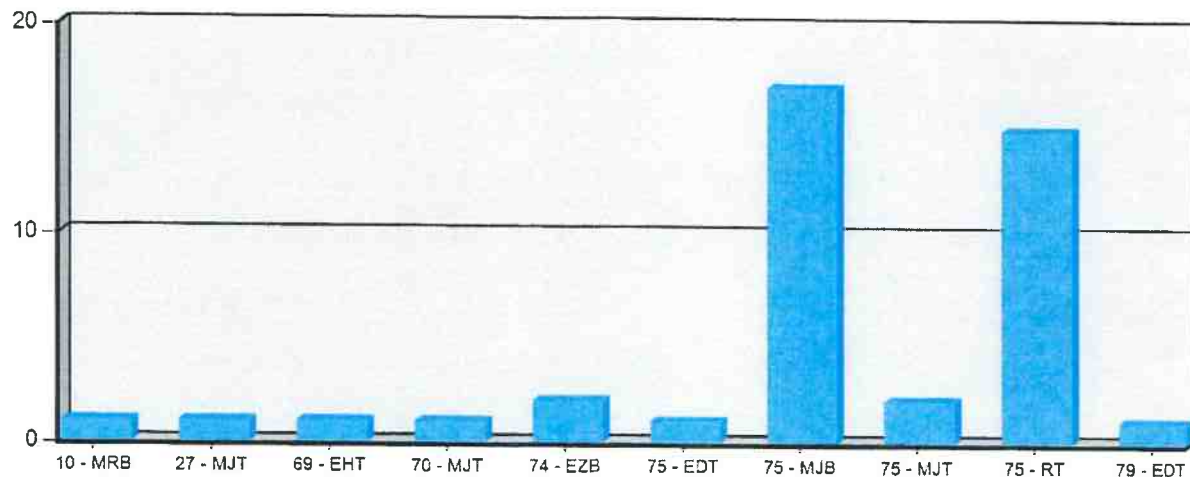
Fire Department Mount Joy

Mount Joy, PA

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Incident Count per Zone for Date Range

Start Date: 12/01/2023 | End Date: 12/31/2023



ZONE	# INCIDENTS
10 - MRB - 10 Marietta Borough	1
27 - MJT - 27 Mount Joy Township	1
69 - EHT - 69 East Hempfield Township	1
70 - MJT - 70 Mount Joy Township	1
74 - EZB - 74 Elizabethtown Borough	2
75 - EDT - 75 East Donegal Township	1
75 - MJB - 75 Mount Joy Borough	17
75 - MJT - 75 Mount Joy Township	2
75 - RT - 75 Rapho Township	15
79 - EDT - 79 East Donegal Township	1

TOTAL: 42

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



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REPORTING**

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Fire Department Mount Joy

Mount Joy, PA

This report was generated on 1/7/2024 9:19:11 AM

Incident Count with Man-Hours per Zone for Date Range

Incident Type(s): All Incident Types | Start Date: 12/01/2023 | End Date: 12/31/2023

ZONE	INCIDENT COUNT	MAN-HOURS
10 - MRB - 10 Marietta Borough	1	33:21
27 - MJT - 27 Mount Joy Township	1	5:47
69 - EHT - 69 East Hempfield Township	1	4:07
70 - MJT - 70 Mount Joy Township	1	5:03
74 - EZB - 74 Elizabethtown Borough	2	1:52
75 - EDT - 75 East Donegal Township	1	1:56
75 - MJB - 75 Mount Joy Borough	17	59:01
75 - MJT - 75 Mount Joy Township	2	5:57
75 - RT - 75 Rapho Township	15	164:30
79 - EDT - 79 East Donegal Township	1	0:41
TOTAL	42	282:16

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



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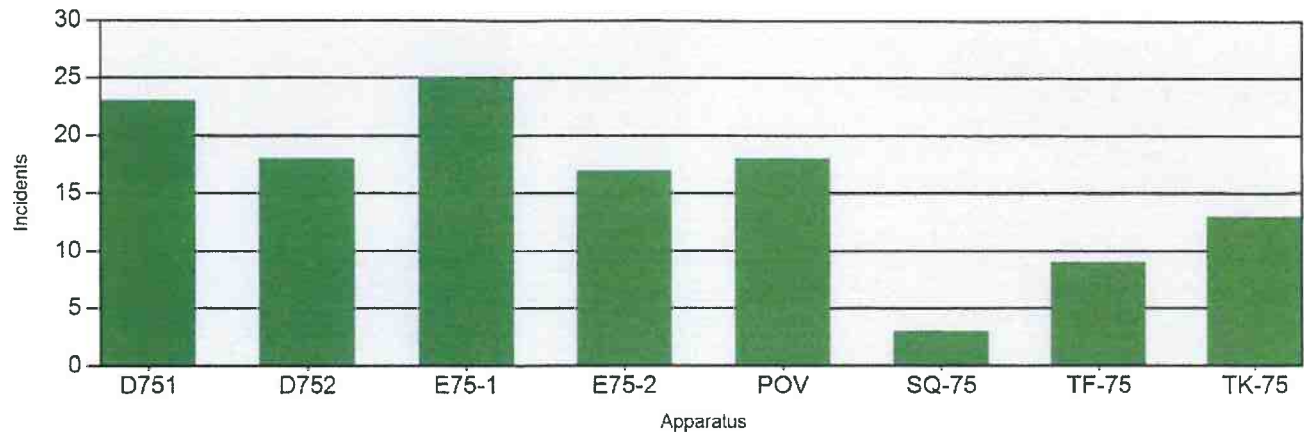
Fire Department Mount Joy

Mount Joy, PA

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Incident Count per Apparatus for Date Range

Start Date: 12/01/2023 | End Date: 12/31/2023



APPARATUS	# of INCIDENTS
D751	23
D752	18
E75-1	25
E75-2	17
POV	18
SQ-75	3
TF-75	9
TK-75	13

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



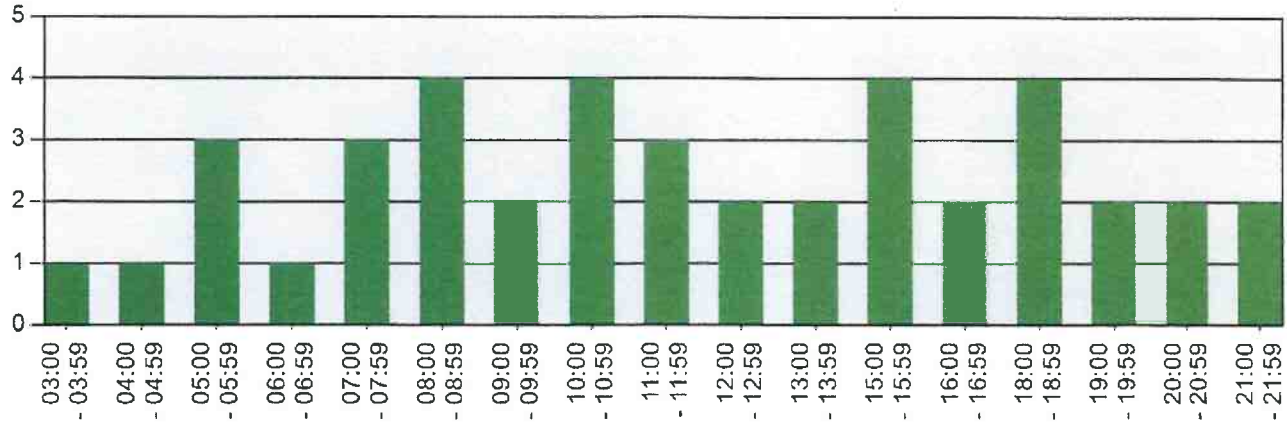
Fire Department Mount Joy

Mount Joy, PA

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Incidents by Hour for Date Range

Start Date: 12/01/2023 | End Date: 12/31/2023



Hour	# of Calls
03:00 - 03:59	1
04:00 - 04:59	1
05:00 - 05:59	3
06:00 - 06:59	1
07:00 - 07:59	3
08:00 - 08:59	4
09:00 - 09:59	2
10:00 - 10:59	4
11:00 - 11:59	3
12:00 - 12:59	2
13:00 - 13:59	2
15:00 - 15:59	4
16:00 - 16:59	2
18:00 - 18:59	4
19:00 - 19:59	2
20:00 - 20:59	2
21:00 - 21:59	2

Only REVIEWED incidents included

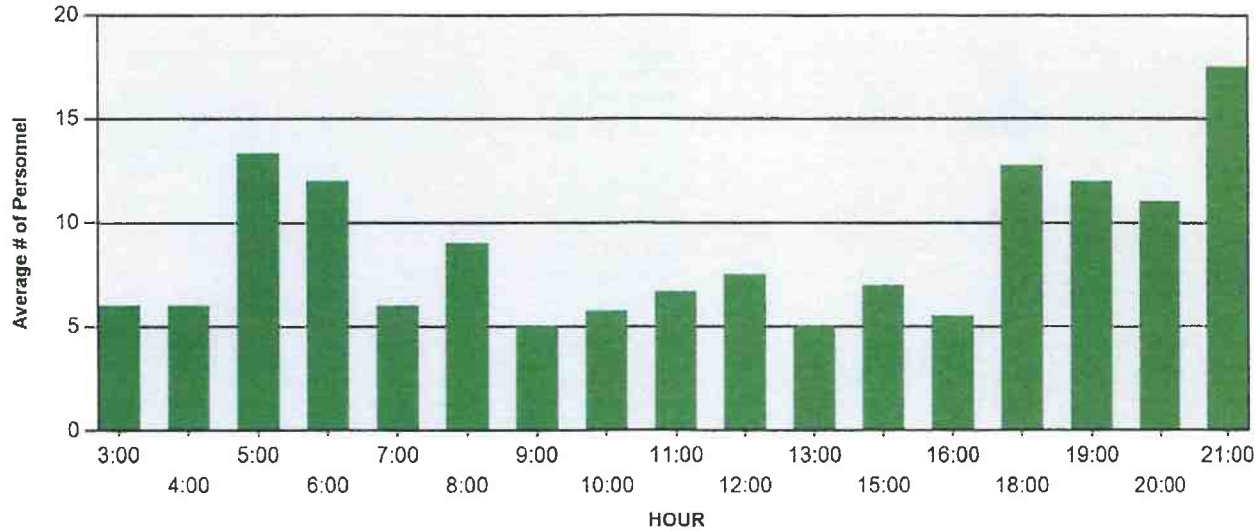
Fire Department Mount Joy

Mount Joy, PA

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Average Number of Responding Personnel per Hour for Date Range

Start Date: 12/01/2023 | End Date: 12/31/2023



HOUR	AVG. # PERSONNEL
03:00 - 03:59	6.00
04:00 - 04:59	6.00
05:00 - 05:59	13.33
06:00 - 06:59	12.00
07:00 - 07:59	6.00
08:00 - 08:59	9.00
09:00 - 09:59	5.00
10:00 - 10:59	5.75
11:00 - 11:59	6.67
12:00 - 12:59	7.50
13:00 - 13:59	5.00
15:00 - 15:59	7.00
16:00 - 16:59	5.50
18:00 - 18:59	12.75
19:00 - 19:59	12.00
20:00 - 20:59	11.00
21:00 - 21:59	17.50

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



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Fire Department Mount Joy

Mount Joy, PA

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Losses for Date Range

Start Date: 12/01/2023 | End Date: 12/31/2023

TOTAL INCIDENTS	TOTAL PROPERTY LOSS	TOTAL CONTENT LOSS	TOTAL LOSSES	AVERAGE LOSS
2	\$120,000.00	\$140,500.00	\$260,500.00	\$130,250.00

INCIDENT NUMBER	DATE	Incident Type	PROPERTY LOSS	CONTENT LOSS	TOTAL	% of Total
2023-581	12/27/2023	111 - Building fire	\$0.00	\$500.00	\$500.00	0.19%
2023-583	12/29/2023	111 - Building fire	\$120,000.00	\$140,000.00	\$260,000.00	99.81%

Only REVIEWED incidents included



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Fire Department Mount Joy

Mount Joy, PA

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Basic Incident Info with Number of Responding Apparatus and Personnel for Date Range

Start Date: 12/01/2023 | End Date: 12/31/2023

DATE	INCIDENT #	ADDRESS	INCIDENT TYPE	SHIFT	ZONE	# APP.	# PERS.
12/01/2023	2023-543	236 E COLLEGE AVE	111 - Building fire	Active Firefighters & Fire Police	74 - EZB - 74 Elizabethtown Borough	2	5
12/02/2023	2023-544	2301 STRICKLER RD	743 - Smoke detector activation, no fire - unintentional	Active Firefighters & Fire Police	75 - RT - 75 Rapho Township	2	10
12/03/2023	2023-545	MILTON GROVE RD	322 - Motor vehicle accident with injuries	Active Firefighters & Fire Police	75 - RT - 75 Rapho Township	5	11
12/03/2023	2023-546	126 LUMBER ST	736 - CO detector activation due to malfunction	Active Firefighters & Fire Police	75 - MJB - 75 Mount Joy Borough	3	13
12/04/2023	2023-547	1195 STRICKLER RD	321 - EMS call, excluding vehicle accident with injury	Active Firefighters & Fire Police	75 - RT - 75 Rapho Township	2	4
12/07/2023	2023-548	1864 EMERALD WAY	743 - Smoke detector activation, no fire - unintentional	Active Firefighters & Fire Police	75 - RT - 75 Rapho Township	3	10
12/09/2023	2023-549	W MAIN ST	322 - Motor vehicle accident with injuries	Active Firefighters & Fire Police	75 - MJB - 75 Mount Joy Borough	5	14
12/09/2023	2023-550	206 WATERS EDGE DR	412 - Gas leak (natural gas or LPG)	Active Firefighters & Fire Police	75 - MJB - 75 Mount Joy Borough	3	6
12/10/2023	2023-551	1976 AUCTION RD	745 - Alarm system activation, no fire - unintentional	Active Firefighters & Fire Police	75 - RT - 75 Rapho Township	3	10
12/10/2023	2023-552	1103 IRON BRIDGE RD	600 - Good intent call, other	Active Firefighters & Fire Police	75 - RT - 75 Rapho Township	6	18
12/11/2023	2023-553	2727 MAYTOWN RD	322 - Motor vehicle accident with injuries	Active Firefighters & Fire Police	79 - EDT - 79 East Donegal Township	1	2
12/12/2023	2023-554	330 E MAIN ST	745 - Alarm system activation, no fire - unintentional	Active Firefighters & Fire Police	75 - MJB - 75 Mount Joy Borough	2	6
12/13/2023	2023-555	1976 AUCTION RD	745 - Alarm system activation, no fire - unintentional	Active Firefighters & Fire Police	75 - RT - 75 Rapho Township	3	6
12/14/2023	2023-556	1125 STONY BATTERY RD	111 - Building fire	Active Firefighters & Fire Police	69 - EHT - 69 East Hempfield Township	1	6
12/14/2023	2023-557	FRANK ST	540 - Animal problem, other	Active Firefighters & Fire Police	75 - MJB - 75 Mount Joy Borough	3	6
12/14/2023	2023-558	167 LONGENECKER RD	322 - Motor vehicle accident with injuries	Active Firefighters & Fire Police	75 - MJB - 75 Mount Joy Borough	7	33

Only REVIEWED incidents included.



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Page # 1 of 3

DATE	INCIDENT #	ADDRESS	INCIDENT TYPE	SHIFT	ZONE	# APP.	# PERS.
12/15/2023	2023-559	22 W DONEGAL ST	322 - Motor vehicle accident with injuries	Active Firefighters & Fire Police	75 - MJB - 75 Mount Joy Borough	3	12
12/16/2023	2023-560	27 E MAIN ST	551 - Assist police or other governmental agency	Active Firefighters & Fire Police	75 - MJB - 75 Mount Joy Borough	2	8
12/17/2023	2023-561	258 BLOSSOM TRL	735 - Alarm system sounded due to malfunction	Active Firefighters & Fire Police	75 - MJB - 75 Mount Joy Borough	2	11
12/18/2023	2023-562	402 E MAIN ST	360 - Water & ice-related rescue, other	Active Firefighters & Fire Police	75 - MJB - 75 Mount Joy Borough	5	16
12/18/2023	2023-563	323 LONGENECKER RD	360 - Water & ice-related rescue, other	Active Firefighters & Fire Police	75 - RT - 75 Rapho Township	4	15
12/18/2023	2023-564	3647 MEADOW VIEW RD	360 - Water & ice-related rescue, other	Active Firefighters & Fire Police	27 - MJT - 27 Mount Joy Township	5	12
12/18/2023	2023-565	1481 RISSELMILL RD	360 - Water & ice-related rescue, other	Active Firefighters & Fire Police	75 - MJT - 75 Mount Joy Township	6	12
12/18/2023	2023-566	MEADOWVIEW RD	360 - Water & ice-related rescue, other	Active Firefighters & Fire Police	75 - MJT - 75 Mount Joy Township	5	11
12/18/2023	2023-567	401 W MAIN ST	322 - Motor vehicle accident with injuries	Active Firefighters & Fire Police	75 - MJB - 75 Mount Joy Borough	4	10
12/19/2023	2023-568	617 BAILEY LN	746 - Carbon monoxide detector activation, no CO	Active Firefighters & Fire Police	75 - MJB - 75 Mount Joy Borough	3	6
12/19/2023	2023-569	3 PENN COURT DR	311 - Medical assist, assist EMS crew	Active Firefighters & Fire Police	75 - MJB - 75 Mount Joy Borough	2	5
12/19/2023	2023-570	2000 STRICKLER RD	511 - Lock-out	Active Firefighters & Fire Police	75 - RT - 75 Rapho Township	5	6
12/20/2023	2023-571	669 WOOD ST	322 - Motor vehicle accident with injuries	Active Firefighters & Fire Police	75 - MJB - 75 Mount Joy Borough	4	17
12/21/2023	2023-572	48 E HIGH ST	412 - Gas leak (natural gas or LPG)	Active Firefighters & Fire Police	74 - EZB - 74 Elizabethtown Borough	1	3
12/22/2023	2023-573	4591 MARIETTA AVE	160 - Special outside fire, other	Active Firefighters & Fire Police	75 - RT - 75 Rapho Township	3	6
12/22/2023	2023-574	200 CHOCOLATE AVE	251 - Excessive heat, scorch burns with no ignition	Active Firefighters & Fire Police	75 - MJB - 75 Mount Joy Borough	6	13
12/23/2023	2023-575	CLOVERLEAF RD	322 - Motor vehicle accident with injuries	Active Firefighters & Fire Police	70 - MJT - 70 Mount Joy Township	3	11
12/24/2023	2023-576	2301 STRICKLER RD	743 - Smoke detector activation, no fire - unintentional	Active Firefighters & Fire Police	75 - RT - 75 Rapho Township	3	11
12/25/2023	2023-577	539 STAUFER CT	745 - Alarm system activation, no fire - unintentional	Active Firefighters & Fire Police	75 - MJB - 75 Mount Joy Borough	4	9
12/25/2023	2023-578	740 E MAIN ST	311 - Medical assist, assist EMS crew	Active Firefighters & Fire Police	75 - MJB - 75 Mount Joy Borough	4	7

Only REVIEWED incidents included.

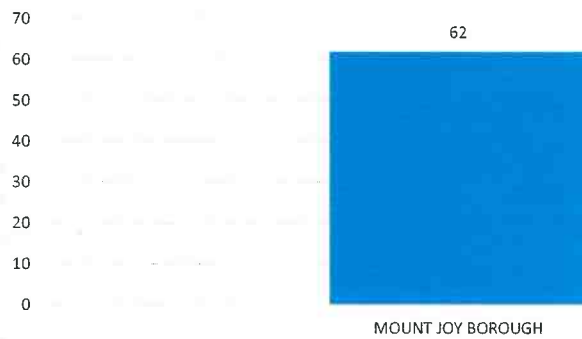
DATE	INCIDENT #	ADDRESS	INCIDENT TYPE	SHIFT	ZONE	# APP.	# PERS.
12/25/2023	2023-579	190 283 RT E	622 - No incident found on arrival at dispatch address	Active Firefighters & Fire Police	75 - RT - 75 Rapho Township	4	8
12/26/2023	2023-580	832 JASMINE AVE	412 - Gas leak (natural gas or LPG)	Active Firefighters & Fire Police	75 - EDT - 75 East Donegal Township	6	10
12/27/2023	2023-581	2050 AUCTION RD	111 - Building fire	Active Firefighters & Fire Police	75 - RT - 75 Rapho Township	6	17
12/29/2023	2023-582	1555 E MAIN ST	322 - Motor vehicle accident with injuries	Active Firefighters & Fire Police	75 - RT - 75 Rapho Township	4	12
12/29/2023	2023-583	2887 ZINK RD	111 - Building fire	Active Firefighters & Fire Police	75 - RT - 75 Rapho Township	6	23
12/30/2023	2023-584	222 W WALNUT ST	111 - Building fire	Active Firefighters & Fire Police	10 - MRB - 10 Marietta Borough	5	17

TOTAL # INCIDENTS: 42

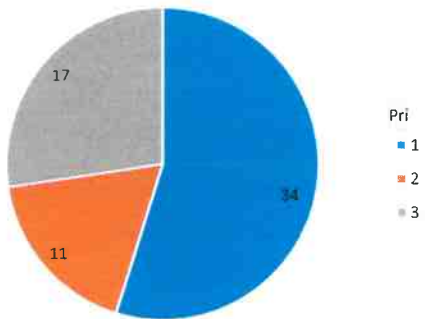
Only REVIEWED incidents included.

Penn State Health Life Lion, LLC
December 2023

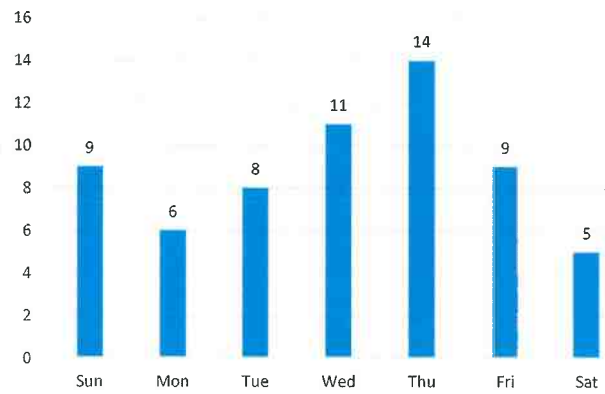
Total Calls by Municipality



Total Calls by Priority

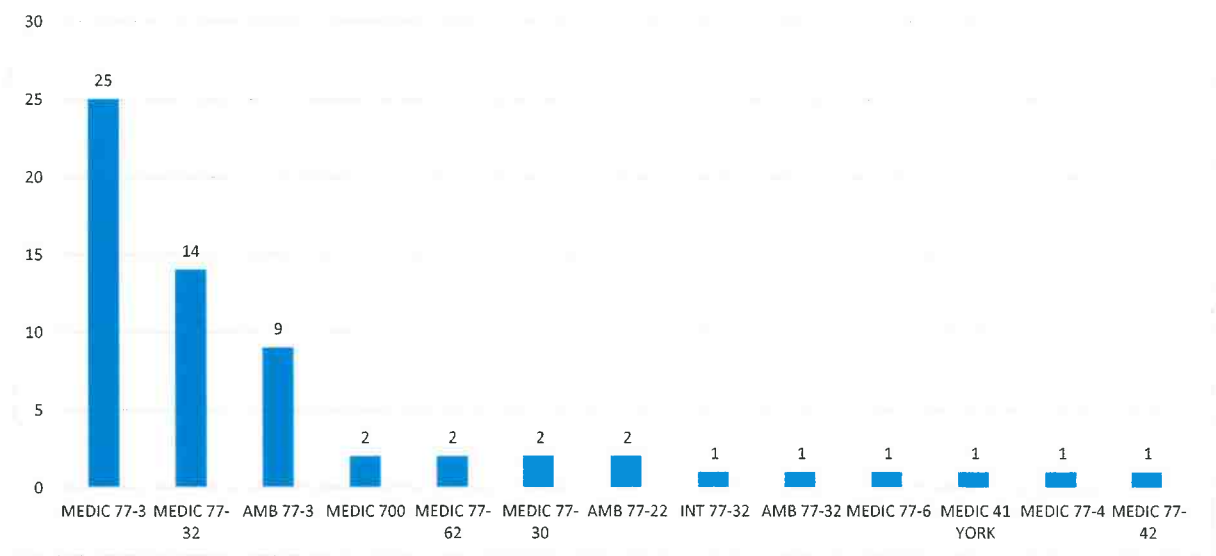


Total Calls by Day of the Week

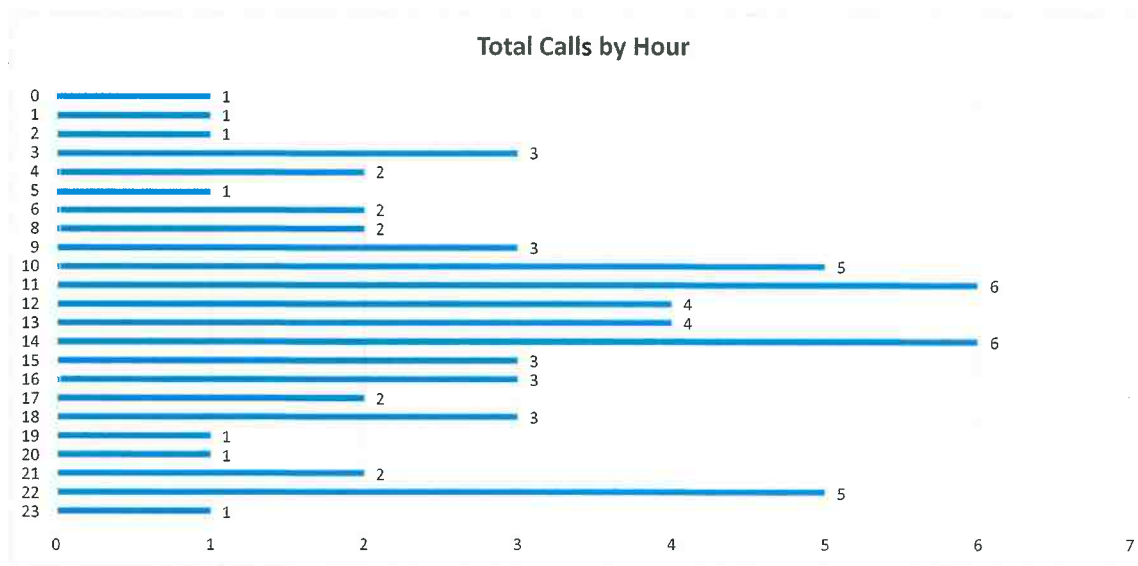


Penn State Health Life Lion, LLC
December 2023

Total Calls by First Unit Dispatched

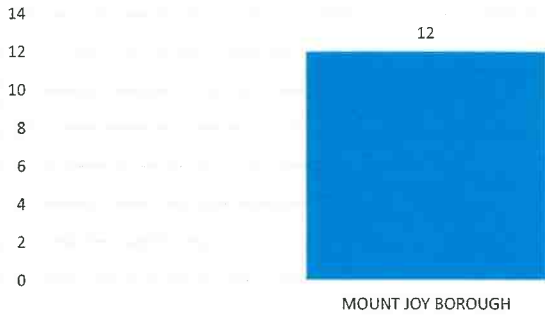


Penn State Health Life Lion, LLC
December 2023

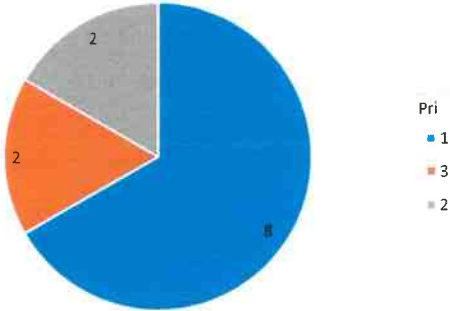


Penn State Health Life Lion, LLC
Covered Incidents
December 2023

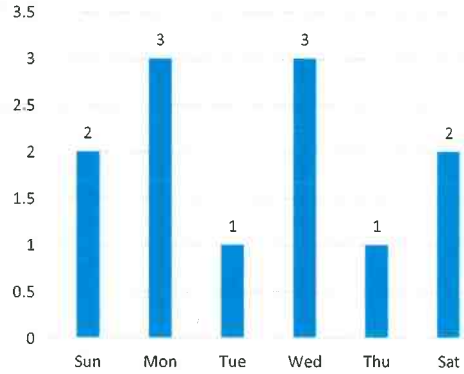
Total Calls by Municipality



Total Calls by Pri



Total Calls by Day of the Week

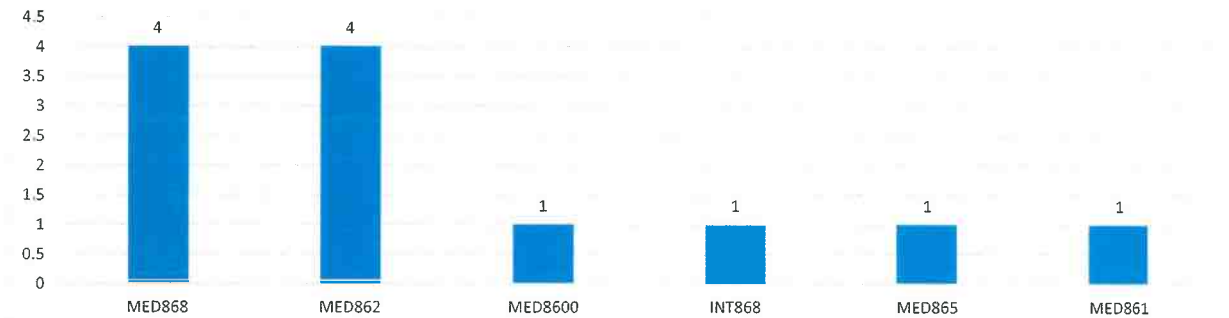


Penn State Health Life Lion, LLC
Covered Incidents
December 2023

Total Calls by Hour

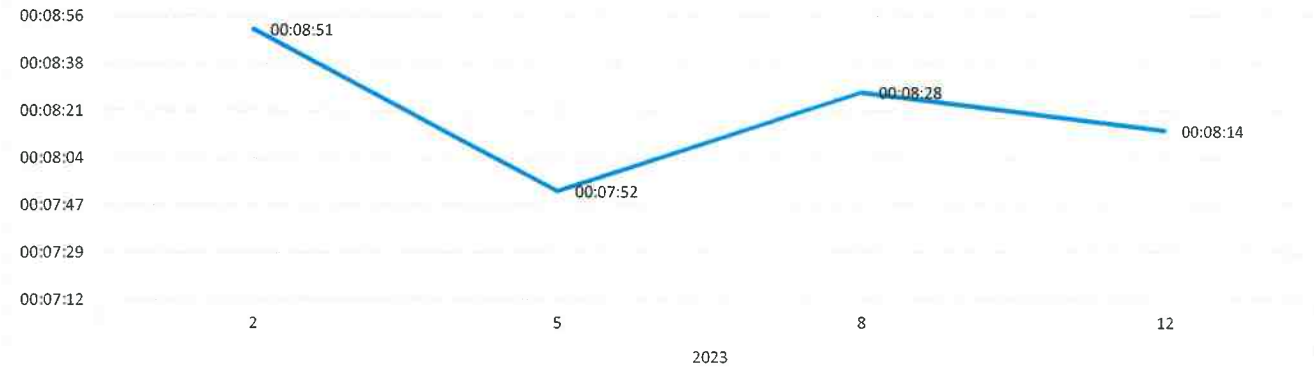


Total Calls by First Unit Dispatched



Penn State Health Life Lion, LLC
2023

Response Time (Dispatch to OnScene)



8e

Northwest EMS Inc.
Agency Incident Report
Call Totals by Class
December 2023

Municipality	Class 1	Class 2	Class 3	Other	Total
Akron Borough	1	0	0	0	1
Berks County	1	0	0	0	1
Clay Township	10	0	7	0	17
Columbia Borough	27	1	4	0	32
Conoy Township	9	4	7	0	20
Dauphin County - Conewago Township	1	0	1	0	2
Dauphin County - Londonderry Township	4	0	3	0	7
Dauphin County - Other	0	0	0	0	0
Denver Borough	1	1	0	0	2
East Cocalico Township	0	0	0	0	0
East Donegal Township	35	6	25	1	67
East Hempfield Township	9	1	2	0	12
East Petersburg Borough	1	0	0	0	1
Elizabeth Township	8	3	4	4	19
Elizabethtown Borough	90	9	56	11	166
Ephrata Borough	1	0	0	0	1
Ephrata Township	2	0	0	0	2
Lancaster Township	0	0	0	0	0
Lancaster City	0	0	0	0	0
Lebanon County	6	2	2	0	10
Lititz Borough	5	1	1	0	7
Manheim Borough	22	6	14	5	47
Manheim Township	4	0	0	0	4
Manor Township	0	0	0	0	0
Marietta Borough	12	4	8	0	24
Millersville Borough	1	0	0	0	1
Mount Joy Borough	19	2	2	0	23
Mount Joy Township	81	17	26	16	140
Mountville Borough	0	0	0	0	0
Penn Township	32	8	26	0	66
Rapho Township	24	5	17	0	46
Warwick Township	5	0	1	0	6
West Cocalico Township	1	1	1	0	3
West Donegal Township	58	9	48	0	115
West Hempfield Township	5	1	2	0	8
West Lampeter Township	0	0	0	0	0
York County	4	2	0	0	6
Total Dispatches	479	83	257	37	856

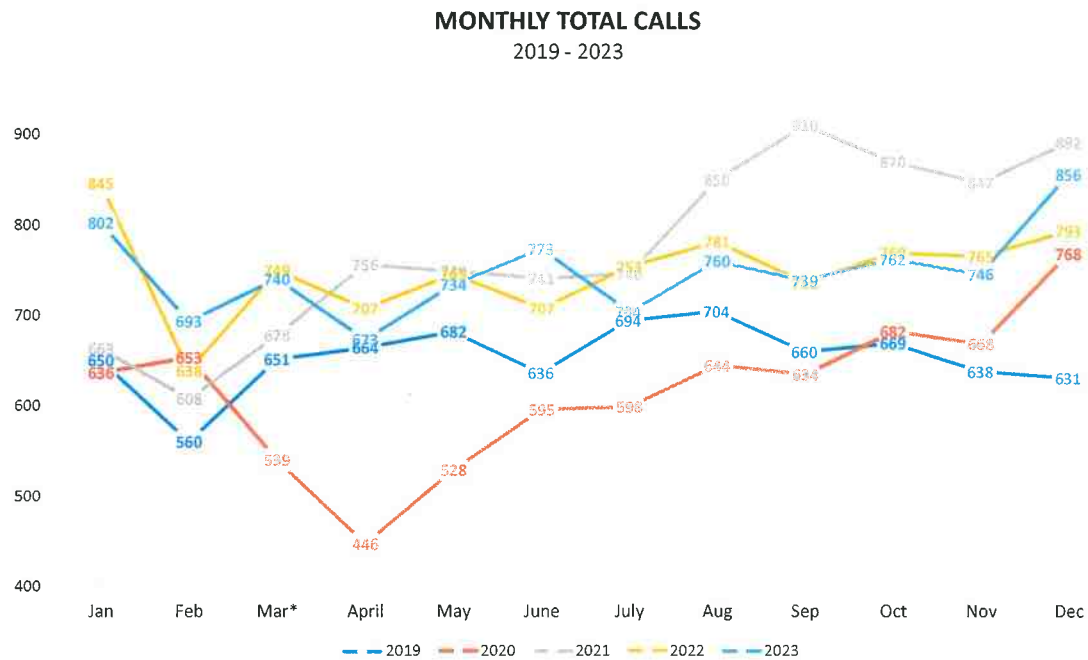
Other Dauphin Co: Middletown Borough, Lower Swatara Township, South Londonderry Township

Northwest EMS Inc.
Agency Incident Report
Call Totals by Class
January 1 – December 31, 2023

Municipality	Class 1	Class 2	Class 3	Other	Total
Akron Borough	2	0	0	0	2
Berks County	4	0	0	0	4
Clay Township	138	25	89	0	252
Columbia Borough	237	6	22	0	265
Conoy Township	111	27	80	1	219
Dauphin County - Conewago Township	29	9	11	0	49
Dauphin County - Londonderry Township	55	6	22	0	83
Dauphin County - Other	6	3	4	0	13
Denver Borough	6	1	0	0	7
East Cocalico Township	2	0	0	0	2
East Donegal Township	357	81	238	62	738
East Hempfield Township	77	5	17	0	99
East Petersburg Borough	16	0	8	0	24
Elizabeth Township	113	23	53	36	225
Elizabethtown Borough	792	148	600	236	1,776
Ephrata Borough	11	0	2	1	14
Ephrata Township	4	0	1	0	5
Lancaster City	8	1	1	0	10
Lancaster Township	2	0	0	0	2
Lebanon County	83	22	34	0	139
Lititz Borough	48	5	7	0	60
Manheim Borough	245	53	170	45	513
Manheim Township	20	3	5	0	28
Manor Township	15	1	7	0	23
Marietta Borough	116	31	109	0	256
Millersville Borough	1	0	1	0	2
Mount Joy Borough	197	16	52	0	265
Mount Joy Township	562	103	263	59	987
Mountville Borough	4	0	1	0	5
Penn Township	433	114	298	3	848
Rapho Township	315	67	181	4	567
Warwick Township	69	1	7	0	77
West Cocalico Township	5	1	2	0	8
West Donegal Township	659	151	470	4	1,284
West Hempfield Township	38	7	9	0	54
West Lampeter Township	1	0	0	0	1
York County	60	7	9	0	76
Total Dispatches	4,841	917	2,773	451	8,982

Other Dauphin Co: Middletown Borough, Lower Swatara Township, South Londonderry Township

Call Volume Comparison January 2019 - December 2023



Agency Incident Reports 2019 - 2023

	Jan	Feb	Mar*	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total
2019	650	560	651	664	682	636	694	704	660	669	638	631	7,839
2020	636	653	539	446	528	595	598	644	634	682	668	768	7,391
2021	663	608	678	756	749	741	746	850	910	870	847	892	9,310
2022	845	638	749	707	745	707	753	781	736	769	765	793	8,988
2023	802	693	740	673	734	773	704	760	739	762	746	856	8,982
2019/2020	-2.15%	16.61%	-17.20%	-32.83%	-22.58%	-6.45%	-13.83%	-8.52%	-3.94%	1.94%	4.70%	21.71%	
2020/2021	4.25%	-6.89%	25.79%	69.51%	41.86%	24.54%	24.75%	31.99%	43.53%	27.57%	26.80%	16.15%	
2021/2022	27.45%	4.93%	10.47%	-6.48%	-0.53%	-4.59%	0.94%	-8.12%	-19.12%	-11.61%	-9.68%	-11.10%	
2022/2023	-5.09%	8.62%	-1.20%	-4.81%	-1.48%	9.34%	-6.51%	-2.69%	0.41%	-0.91%	-2.48%	7.94%	

*March 13, 2020 = National Emergency declared

**Northwest EMS Agency Incident Breakout
December 2023**

Incident Type

Medical	756
Public Service	11
Cardiac Arrest (class 1)	7
Vehicle Accident	39
Fire call	7
Gas leak	0
EMS activity	14
Routine Transport	22

<u>Mutual Aid</u>	<u>Covered</u>	<u>Assisted</u>	<u>Assisting Unit</u>
Dauphin Medic 4	0	0	0
Dauphin Medic 7-3 (SCEMS)	1	0	0
Ephrata (Amb 01)	0	0	0
Ephrata Medic 4	2	0	2
Lancaster EMS (06)	0	0	0
Lebanon County	3	0	1
Manheim Township (82)	1	0	0
Rothsville (24)	0	3	0
Penn State Life Lion EMS (formerly SVEMS)	45	12	3
Warwick (85)	6	1	7

Receiving Facility

Disposition

Penn Medicine Lancaster General	250	Cancelled	47
Penn State - Hershey	122	DOA	4
Penn State - Lancaster	157	No patient found	40
Reading Hospital - Tower Health	1	Recalled	49
UPMC - Community Osteopathic (Harrisburg)	0	Refusal	66
UPMC - Lititz	44	Standby (fire)	5
UPMC - Harrisburg	2	Transported	603
UPMC - York Memorial	2	Treat/no transport	0
Wellspan Ephrata Community Hospital	17	Other	42
Wellspan Good Samaritan Hospital	6		
Wellspan York	1		
Other	1		

Northwest EMS Agency Incident Breakout
January 1 – December 31, 2023

Incident Type

Medical	7,677
Public Service	169
Cardiac Arrest (class 1)	149
Vehicle Accident	464
Fire call	103
Gas leak	0
EMS activity	113
Routine Transport	307

<u>Mututal Aid</u>	<u>Covered</u>	<u>Assisted</u>	<u>Assisting Unit</u>
Dauphin Medic 4	0	0	0
Dauphin Medic 7-3 (SCEMS)	14	0	5
Ephrata (Amb 01)	0	2	0
Ephrata Medic 4	7	0	64
Lancaster EMS (06)	11	3	10
Lebanon County	40	5	6
Manheim Township (82)	13	2	8
Rothsville (24)	1	11	1
Penn State Life Lion EMS (formerly SVEMS) (77)	514	162	58
Warwick (85)	45	25	119
Warwick (85)	39	24	112

Receiving Facility

Disposition

Penn Medicine Lancaster General	2,863	Cancelled	567
Penn State - Hershey	1,314	DOA	89
Penn State - Lancaster	1,077	No patient found	385
Reading Hospital - Tower Health	2	Recalled	493
UPMC - Osteo (Harrisburg)	18	Refusal	734
UPMC - Lititz	533	Standby (fire)	125
UPMC - Harrisburg	22	Transported	6,125
UPMC - York Memorial	8	Treat/no transport	10
Wellspan Ephrata Community Hospital	201	Other	454
Wellspan Good Samaritan Hospital	52		
Wellspan York	16		
Other	19		

MJB - ICS 209 Status Summary	Incident Name – Jurisdiction Mount Joy Borough EMA	Date Prepared 1/22/2024	Time Prepared 1700
Reporting Unit Mount Joy Borough EMC	Operational Period 12/19/2024 to 1/22/2024		Phone / Fax Number(s) 717-804-4473
Current Situation: (What is taking place? – Is the situation volatile/growing, or have things stabilized?) <ul style="list-style-type: none"> No issues or incidents to report. 			
Projected Situation: (Are things, in general, getting better or worse? Explain...) <ul style="list-style-type: none"> Nothing to report. 			
Critical Issues: (What problems are being encountered? Impediments to response and/or completion of objectives? Explain) <ul style="list-style-type: none"> Nothing to report. 			
Casualty Report: (Civilian / Responder) <ul style="list-style-type: none"> Nothing to report. 			
Accomplishments: (What has taken place that is completed?) <ul style="list-style-type: none"> Attended an Events Committee meeting on 1/17/2024 with representatives from the Borough and Event Organizers for the 2024 planned events within the Borough. Provided availability for a planning meeting for the Make A Wish parade. This will be held on 2/5/2024. I will not be able to attend due to a previous commitment. Monitored the recent rain and snow events for any major issues. None reported. 			
Page 1 of 2			

MJB - ICS 209 Status Summary	Incident Name – Jurisdiction Mount Joy Borough EMA	Date Prepared 1/22/2024	Time Prepared 1700
Resources Assigned: (What resources have been committed from local response agencies) <ul style="list-style-type: none">• None at this time.			
Planned Activities: (Desired activities to accomplish in the next operational period?) <ul style="list-style-type: none">• Continue to work on Hazard Mitigation Plan data to submit to the County.• Will be working on a MOU with surrounding Municipal Coordinators to provide and receive assistance from the EMCs during events or incidents if needed. Once drafted I will present to the Committee and Council for consideration			
Weather: (Current and Forecasted Weather Conditions) <ul style="list-style-type: none">• No major weather forecasted.			
Page 2 of 2			



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

January 2024 - Compiled by Joseph McIlhenney, Executive Director
Contributors: Susan Craine, Jan Betty, Stephanie Funk & Kirstin Rhoads

December 1-31, 2023 Statistics	2023	2022	2021	2020	2019
TOTAL CIRCULATION	11,909	12,115	11,616	13,645	12,533
YTD CIRCULATION	178,786	178,129	172,044	129,491	190,115
OVERDRIVE & E-formats	1,318	1,366	1,264	1,473	973
NEW PATRONS	49	54	52	26	42
YTD NEW PATRONS	1,005	880	712	410	919
PATRON COUNT	4,487	4,354	3,858	2,274	4,575
YTD PATRON COUNT	69,859	63,296	50,563	38,341	75,724
PASSPORTS	90	90	72	35	68
YTD PASSPORTS	1,532	1,031	846	568	1,184
WIFI USERS	572	N/A	270	261	384
PC USERS	263	218	265	225	392

Hoopla!	Y'23	Dec'23	Nov'23	Oct'23	Sep'23	Aug'23	Jul'23
Number of Hoopla items used	3,755	411	390	372	357	365	311

ITEMS SOLD IN LOBBY	\$800.85
YTD TOTAL \$	\$11,603.87
TOTAL \$ ADDED DONATIONS	\$191.00
TOTAL \$ DONATIONS as PRIZES	\$204.00
TOTAL	\$1,195.85

Executive Summary

- **MSL collected 115 winter items** for Mount Joy Helping Hands and Donegal Substance Abuse Alliance during December.
- **Learn Spanish with Miss Jan** -- 6-week conversational Spanish class was well attended.



PROGRAMMING / CLUBS / PROCTORS NUMBERS

ADULT Programs	Programs	Participants	Programs YTD	Participants YTD
In-Library Programs	8	71	56	*
Club Meetings/Participants				

YOUTH Programs	Programs	Participants	Programs YTD	Participants YTD
In-Library Programs	17	371	229	6,184
Off-site Programs	12	362	97	6,063
Virtual Programs	*	*	*	*

Volunteer	Month Total	2022 YTD Totals		
Volunteer Hours	72.75	1,127.95		

Joseph

- Attended Mount Joy Borough Council Meeting Dec 4
- Held All-Staff meeting & Retirement Party Dec 7
- Interview potential custodian Dec 12
- Met with potential cleaning contractor Dec 13
- Supervised HVAC seasonal maintenance work Dec 22

Community/Service Point (Susan)

- Weeded and shifted adult fiction.
- Created lists for Joseph to weed Non-Fiction. Staff withdrew these items.
- Shifted music, biography books on cd and sight saver items.
- Collected, counted, and delivered items 115 donated for Mount Joy Helping Hands and Donegal Substance Abuse Alliance

Youth Services (Jan)

- **Winterfest** -- huge crowd of 1370 passing through the library booth. I was grateful to both Key Club and Builders Club for all their help. We, once again, did a lollipop tree with the winners (and they all were) choosing a book from the donated Bingo stash. Had bookmarks and calendars for each family to promote the library.
- **'Twas the Night Before Christmas Snoretime** -- I turned on the "fireplace" in the program room, read the story, did some Christmas caroling with jingle bells, had snack and crafts. I think this one's a keeper.
- **Read to the kindergarten classes at DPS** for the second time this year. Trying to get in there about once each month, but it is VERY difficult for them to schedule me with all the new criteria they need to meet the standards.
- **Learn Spanish with Miss Jan** --Finished the 6-week conversational Spanish class for homeschoolers. 33 completed the class and we had a wonderful "fiesta" at the end. This was probably the biggest Spanish Class I've had with about 10 new (at least to me) families participating. Most asked to be notified when the Spring class will start.

Attended the YES (Youth Educational Services) meeting in December on Zoom.

Public Relations/Promotions (Kirstin)

- **CONSTANT CONTACT:**
 - January 2024 Enews: sent to 3,812 contacts (34 new); 1380 opens (40%), 69 clicks (2%)
 - Dec. Welcome Email: sent to 25 new patrons; 71% opened
- **SOCIAL MEDIA:**
 - Facebook – Total Page Followers 2,632 (12 new); 7,797 reached; Created 3 Events.

- Instagram – 1,129 followers (1 new); 617 reached
- **WEBSITE**
 - 1,689 users; 3,120 total sessions

These are the highest view counts: 248 sessions of Passports, 83 sessions of Children & Family Programs

- **PANGO**
 - Sold 19 books in 2023 (4 months) at over \$100.
- **MISC**
 - Continued the emptying of the book donation shed 5 days a week and gathering books for sale in lobby, which made over \$885 in December totaling over \$11,603 for 2023.
 - Created the annual Book Challenge Bookmark for 2024 for adults and kids.
 - Attended meeting to discuss migration of files to Sharepoint.

Volunteers/Programming/Fundraising (Stephanie)

- **Annual Patron Appeal 2023**
 - 2023 Total: \$35,231.70
 - In comparison the 2022 total was \$37,826.38
- **Annual Patron Appeal 2024**
 - Previous annual appeals have been mailed to three groups
 - Prior donors
 - Current patrons
 - A list of area households not included in the other two lists
 - The third household list accounts for approximately 40% of the letters mailed, however in many years has brought in less than it costs to mail to this group. The vast majority of donations come from prior donors and current patrons. This year we plan to cut costs by eliminating mailing to the third list.
 - We are exploring the possibility of stuffing the letters in house as an additional cost savings measure, and engaging larger groups of volunteers outside of our core volunteer group who already contributes so much on an ongoing basis.
- **Legacy Bricks**
 - New installation of bricks was done in December.
 - Additional bricks purchased after the installation will be installed in the spring.
 - Currently have 139 bricks sold out of 392.
- **Business Sponsorship mailing**
 - We have had some interest but little commitment in business sponsorship opportunities.
 - Hondru Auto will be sponsoring the community room in February. Signage will be present in the room and they will be mentioned in the newsletter.
- **GiftWorks**
 - Our contract with GiftWorks renews in late 2024. I will be making an effort in 2024 to get more bang for our buck with GiftWorks. I will have a call with a GiftWorks representative to discuss some of the software and reporting limitations we're struggling with, the fees that online donations incur and other pain points we have with their platform. They unfortunately have a limited amount of on-demand training offered, but I plan to ask them to provide more training to help us better utilize the investment we're making in their platform.
- **Volunteers**
 - Total hours in December: 72.75
 - Juniper Village continues to express interest in having some residents volunteer, however transportation has proven to be a hindrance. Will keep them in mind for projects that we can deliver to their facility to have their residents help with.
 - A group from Amazon has reached out with interest in sending a group of employees to volunteer. This will be a great resource for events and other times when we need a larger group of people at one time.
- **Program Development**

- I had a call with the Small Business Development Center at Kutztown University. We are exploring possibilities of engaging them to hold no-cost programs for entrepreneurs in the exploratory stage. The SBDC has also expressed interest in working with established businesses in our area. I've reached out to the Chamber and offered to partner with them on this. Their initial reaction was very positive, and they're going to discuss the possibility with their Board.



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

TO: Mark Pugliese, Borough Manager

FROM: Dennis Nissley, Public Works Director

DATE: January 31, 2024

RE: Public Works Department Activities for January 2024

Following is a list of activities for the Public Works Department for January 2024

- Parks – Clearing snow at Borough sidewalks and facilities for 3 snow events
- Parks – Seasonal maintenance and storage of equipment
- Parks – Equipment maintenance
- PW – Plowing and salting for 3 snow events
- PW – Cleanup and storage of leaf equipment and other seasonal equipment
- PW – Pothole repair
- PW – Equipment maintenance
- Signs – Repair and replacement of missing or damaged signs as needed.
- Compost Site – Material management, leaf processing
- PW and Parks staff attended virtual LTAP training – Stormwater Control Measures, Municipal Stormwater Facilities

Projects:

- Pedestrian Safety Project – MTF Grant – Foundations are installed, awaiting RRFB equipment for installation

Meetings:

- Attend Public Works Committee meeting
- Attend Staff meetings
- Meet with Scout to discuss possible Eagle Scout project
- Attend Teams meeting with DCNR grant facilitator for Heritage grant
- Attend Safety Committee meetings

8K

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

January 2024 Authority Administrator Report

1. Authority staff is working with Susquehanna River Basin Commission (SRBC) to update a monitoring plan for Charles Spring.
2. The Authority has kicked off another residential meter replacement project. There are approximately 235 meters scheduled to be replaced by Authority staff in this project.
3. The Authority completed a PLC upgrade project at both our Rapho and Mount Joy water tank locations.
4. Cleveland Bros was onsite at the Carmany Rd WTP to replace the generator control unit. This was done as a preventative measure due to the old control unit being phased out.
5. Authority staff member Susan Parker has successfully completed all the necessary testing to become a PA DEP certified wastewater plant operator.
6. Authority staff member Caleb Pardun has successfully completed all the necessary testing to receive his Class B CDL with tanker endorsement.
7. Authority staff is currently working on putting together a draft budget for our next fiscal year starting May 1, 2024.

Authority staff continued review and involvement on the following projects:

- 1580 Strickler Road (Rapho Township) – Taco Bell – Waiting for as-built drawings.
- Cornerstone Lot W-1 (Rapho Township) – Waiting for as-built drawings.
- Messick's (Rapho Township) – Waiting for official close-out documents.
- Rapho Industrial Park sewerage (Rapho Township) – As-built drawings were received, reviewed, and conditionally approved. Deed of dedication agreement is being worked on.
- 1540 Strickler Road (Rapho Township) – Plan submission was reviewed, and a comment letter was provided.
- 1000 Strickler Rd (Rapho Township) Maple Press – Plans were approved and signed at the Aug 1st Authority meeting. Waiting for Construction to start.
- Core 5 @ I-283 Project – Staff and Arro met with the design engineers again to discuss a design conflict with existing sewer utilities. Currently awaiting an updated plan submission.
- Covanta Rapho Ind Park – Working with project engineer for them to create as-built drawings.
- Jura USA Hospitality Center (Rapho Township) – An updated plan submission was received. A plan approval recommendation was provided by Arro.
- Chiques Crossing (Rapho Township) – Staff have been in conversation with our legal council regarding the Conditional Use application for this project.
- Florin Hills Blocks F&M – Discussions are ongoing regarding the recording of the approved plans.
- KRM Ventures Lot 1&4 (Rapho Township) – An updated LD plan submission was received and reviewed; a comment letter was provided back to the engineer.
- Mount Joy Borough Admin / Police Department Facility (Mount Joy Borough) – Ongoing
- Green Park Phase 4 (Rapho Township) – As-built drawings were reviewed and approved. Project to be closed out.
- 30 Orchard Rd (Mount Joy Borough) – An escrow check along with a LD plan submission was received for this project. Plans were reviewed and a comment letter was provided.

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To: Borough Council
From: Jill Frey – Assistant Borough Manager/Finance Officer
Date: 1/31/2024

I have been working with the team from Boyer & Ritter, our new auditors, and have been preparing the long list of items needed. They spent the day here on Jan. 9th and 10th, getting to know us and going over preliminary items. They have been very nice to work with so far. They remind me of Trout with their manor and professionalism. I believe they will serve us well. They will then be here the week of Feb. 20th through 23rd.

I attended the Jan. 9th Council meeting, Jan. 25th Admin. and Finance meeting, and Jan. 31st Safety Committee meeting.

I met with Scott Kapcsos, and Lindsey Edgell for the renewal of the Emergency Notification System. We share this with the Authority. We used SwiftReach in the past, but they have switched to what is now called RAVE. We have discussed and established the renewal and training for the new platform.

On Jan. 24th Mark and I attended a meeting with PFM regarding financing for the Borough.

On Jan 25th I attended a SMT Webinar on the Accident and Illness Prevention Program (AIPP).

On Jan. 29th I met with R. J. Hall Company to review the year 2023, go over the books, and provided them with the Police and Non-Uniform ACT 205 Annual Valuation Report Request for Census Data. This includes updating the personnel rosters, active members, inactive members, newly eligible, newly retired, notice of 2023 contribution, and participant statement questionnaire.

1099's were filed by Jan. 31st as required.

I have submitted the MS-965 report by Jan. 31st as required. This is PennDOT's annual use report of the State funds given (Highway Aid Fund/ Liquid Fuels), which includes the funds for approved road projects we have in progress in the Borough. Completion reports for each project are also required as well. The MS-965 report is very important. If it is not filed, we do not receive our state funding for our road projects. These funds are audited each year through our annual audit, but they are also audited by the Department of the Auditor General.

Attached you will find the following items:

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

As for the budget reports, I typically do not include this report for the first few months of the year, as it does not show any significant information at this point. Current year tax dollars usually start coming in March (which we receive in April) and April (which we receive in May). I will provide the budget report again beginning in April, unless otherwise requested.

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

Respectfully submitted,

Jill Frey

Assistant Borough Manager/Finance Officer



Em

MOUNT JOY BOROUGH MEMORANDUM

TO: Council & Mayor

FROM: Mark G. Pugliese I, Borough Manager

DATE: February 1, 2024

RE: Manager's Report

1. I have processed Six (6) **Right-To-Know Requests** for the month of January. **I am currently following up on one that we were to have received in early January of which I have no record. I will also note that I had a video conference call with a software company that, among other things, logs in, track, and can be used for responses for RTK requests. I liked the software and have asked for names of municipalities in our area that are using the software. More to come on this issue.**
2. I have attended the Council Meeting, Staff Meeting, Public Safety Committee Meeting, Public Works Committee Meeting and Admin & Finance Committee meeting I also conducted 1 staff meeting in the month of January.
3. **Lancaster County Borough's Association Meeting** – The January quarterly meeting of the Lancaster County Borough's Association was hosted by us at the Gathering Place. There were 56 individuals in attendance where normally there is 30 to 35 attendees. Councilors Hall, Eichler and Kark attended as well as I. This was a good opportunity to discuss ongoing issues that affect Boroughs. State Senator Martin was present along with State Representatives Fee, Jones, and Miller. County Commissioners D'Agostino and newly elected Yoder were also present. All state and County elected officials were given the opportunity to address the association. Following the meeting, Council President Hall and I had the opportunity to talk with Commissioner Yoder regarding ARPA funding and the Little Chiques Streambank Restoration Project.
4. **Downtown Business Owners/Forth Friday** – Earlier in the month a met with 2 business owners from the downtown area. They were interested in getting the Borough's perspective on the downtown area and especially regarding 'Forth Fridays'. Following our meeting I met with several more business owners including the 2 initial business owners. I advised them of the future hiring of an individual as a Community & Economic Development Coordinator. I made it clear that this individual would not be running event or taking over events in the downtown area but would be Council's/Borough's representative for the planning of these events. The group discussed the revitalization of "Fourth Friday" and spoke of blue flags that use to be displayed for this event. I advised that I would look into the flags and the group decided to meet again in February and hopefully bring more business owners into the meeting.
5. I am receiving regular updates from the **Borough Handbook** Committee and Safety Committee. The handbook is now before Chief Goshen and I to review and provide comments. Chief Goshen and I have completed our reviews of the handbook each suggesting some edits. Chief Goshen and I will meet to discuss our comments and then we will meet jointly with the committee once we have ironed out any updates that are needed. This will first go before the Admin & Finance committee for review.

6. Reference to **BMP 107/Melhorn Basin**. - On Thursday, May 11, 2023, Borough staff (Nissley, Godfrey and myself) met with staff from RETTEW (Caldwell, Kalupson & Smith) at BMP 107 (Melhorn Basin) and BMP 125 (Borough Basin) for several hours. RETTEW staff did a very thorough inspection of the basins looking at inlets, outfalls, etc. They took numerous photos of the areas. They were provided with background as well potential concerns raised by Mr. & Mrs. Schatz and their engineer. They plan to take a look at all data they have received, on-site findings, and legacy information and provide a report to the Borough. DC Gohn has provided RETTEW access to the original plans that they have on file. I spoke with Kara at RETTEW who stated that they are reviewing information from DG Gohn regarding BMP 107/Melhorn Basin. I also forwarded photographs from Ms. Schatz and Mr. Haigh regarding BMP 125/Borough Basin holding water which was contrary to photos I had sent to RETTEW in June of 2023. **No updates.**
7. **AMTRAK** – I made contact via email with 2 representatives from AMTRAK. I provided them with my concerns as well as photos of their areas of responsibility at BMP 107. They advised that they need to discuss this with other staff and get back to me. No updates. I have emailed the one contact and requested a meeting or some type of a plan to move forward. I’ve received no response as of this date. **UPDATE – Staff has met with AMTRAK officials regarding the end wall and the BMP 107/Melhorn Trucking basin. They are in agreement that this needs to be taken care of and they will apply for funding so that this can happened sooner rather than latter. I would also mention that Mr. Nissley and I had the officials look at other locations where there were washouts leading to the tracks. Officials stated that this work would need to be coordinated due to train traffic. No communications since this meeting.**
8. Reference to **BMP 125/Borough Basin** - Documentation provided to RETTEW for their review and recommendations if any. The only remaining item that I am aware of at this point is the vegetation at the bottom of the basin. I have completed some unscientific observations of the Borough basin and forwarded it to RETTEW to include in their analysis. The basin has reached what I believe is 70% vegetation and Kinsley has been paid all funds except the 10% project retainage. I am continuing to wait for the results of RETTEW findings. Notice of Termination for the permits for the basin has been submitted. Kinsley has met all contractual deliverables which included 70% vegetation of the basin. Public Works staff did follow up on several issues raised by LCCD.

I also forwarded photographs from Ms. Schatz and Mr. Haigh regarding BMP 125/Borough Basin holding water which was contrary to photos I had sent to RETTEW in June of 2023. It was anticipated that LCCD & DEP would release the NOT for this project, however, following me sending photographs that were provided by Ms. Schatz, LCCD has requested more stabilization of the basin floor. Staff including Public Works Director, Supervisor, Stormwater Administrator and I met with LCCD on site. LCCD is to send me a formal letter regarding their requirements, and I will forward said notice to ARRO and Kinsley. **UPDATE – LCCD is requiring more vegetation on the floor of the borough basin. Kinsley was made aware of this and will address this in the spring. That being said, the grant for this project has expired with Kinsley not having received their final payment/retainage. Unfortunately, this will end up being at the Borough’s expense.**
9. Reference to **Brady’s Alley**, this project has been turned over to RETTEW for review and direction. **No Updates**
10. **Building Ad Hoc Committee** – Scott Kapcsos, Chief Goshen, Josh Derring, and I have been meeting with CRA on a bi-weekly basis. Each meeting we discuss one or two components of construction. We have reviewed casework, electric and network connections, sewer and water connections, IT & Electric special needs for Council Chambers and conference room/alternate ECP, etc. I believe that we are making good progress and in some cases, we are really having some deep dives into the discussion which I believe to be positive which hopefully will eliminate change orders.

One question has come up...what changes does Council want to be briefed on. For example, the police entrance from the secure lot has been changed to a single door and the hallway narrowed. This was done to give enough room for the emergency exit door from council chambers. This is a no cost change.

Another example would be the sewer and water connection location to the building was moved which was a cost savings of approximately \$30,000. Also several small decisions regarding pad for dumpster, water and electric connections capped off for future amenities such as the splash pad, functionality of the gate to the secure lot. Many of the decisions need to be made on the spot. So the questions is, how much does council want to be involved and/or notified of the changes.

11. **Rt 772 Re-Route** Awaiting traffic studies to come back. **No updates.**

12. **Grants**

- a. **DCED Multimodal Transportation Fund Grant** – All permits have been received for the RRFB. Public Works Director & I met with RETTEW and Herr Electric to go over pole locations throughout the Borough. Excavating and foundation pours are mostly completed. There is an issue with stormwater pipes and other utilities in front of Borough Hall. Attempting to see if PennDOT will permit attaching the signs and hardware to the “banner poles.” **At this point we are waiting for the poles and RRFB equipment to come in. All other prep work is completed. Street markings will be completed in the spring.**
- b. **DCED/DCNR C2P2 Grant**- The Parks & Rec Advisory Board continues to meet. I had contact with our grant representative in Harrisburg regarding the draft RFP for a consultant. I made the recommended changes to the RFP and am waiting for the approval to put out the RFP for bids. **All work has been completed for the first and second phase of the checklist for the project. The Advisory Board is getting close to having a public survey completed. DCNR has given their approval to advertise the RFP. This will be before Council for Approval.**
- c. **Kunkle Field/Park Heritage Grant** – This project has been delayed much longer than I had anticipated, and it is in jeopardy of interfering with MJAA baseball in the fall. The project has yet to go out to bid as RETTEW continues to work on the RFP. **We met with our contact at DCNR and we are ready to proceed. This will also be before Council for approval to put the RFP out for bid.**
- d. **RACP Grant 2022** – Received notification that the Borough has been awarded \$3,000,000 in total. An extension request has been submitted. I have received an email indicating that the RACP deadline has been extended through December 20th 2023. Post award application was submitted prior to the Dec 20, 2023 deadline. **No Updates.**
- e. **RACP Grant 2023- Applications** submitted, no updates.
- f. **Lancaster County Community Foundation/Lancaster Clean Water Partners (Reserve Swale)** – This project is completed. I will be contacting the grantors to see about providing some public relations event or notifications as well as receiving final payment of the grant. **Final payment request for \$10,000 submitted.**
- g. **NFWF Grant** - In cooperation with RETTEW we have submitted an NFWF Grant for the Little Chiques Stream Bank Restoration Project in the amount of \$500,000.00. **Grant was not approve. Looking to submit a second grant application in February..**
- h. **DCED Grant** – We are currently working on a DCED grant for the Little Chiques Stream Bank Restoration Project in the amount of \$300,000.00. The Borough was turned down for this grant in 2022. We have received a request for additional information for the grant to include property owners signing off allowing us to work on the stream banks on their properties. So far there is one individual who has indicated that he will not sign the letters. I plan to meet with him out at the site to see what his concerns may be. **Grant Denied**
- i. **SMT Grant** - Grant approved for 2024 to purchase up to 15 First Aid kits for Borough and Borough Authority vehicles. I will move forward on this in January/February of 2024. **I have been in discussion with Authority Manager and Public Works Director attempting to determine appropriate equipment to purchase.**
- j. **Lancaster County ARPA Grant, Chiques Park Stream Bank restoration Project** – Lancaster Clean Water Partners is submitting our plans for the Chiques Park Streambank Restoration Project along with several other projects to the County Commissioners for \$1,000,000. **Update – As previously mentioned, Council President Hall & I had the opportunity to discuss this with Commissioner Yoder.**
- k. **Clean Water Partners/Foundation** – Received notification that we will receive a grant in the amount of \$940,000.00 for the little Chiques Streambank Restoration Project. This is \$440,000.00 more than

anticipated. **We had a meeting with the grant coordinator and Foundation representative. RETTEW will work up a plan to move forward with the grant received. Believes most of the work on Borough side of the creek can be completed. Permission to sign the Professional Service Agreement will be before Council at the February meeting.**

I did have a ZOOM meeting with the grant coordinator giving the Borough the ok to move forward.

- l. **Lancaster County ARPA Grant-Municipal Services Complex** – Chief Goshen & I are looking for a manner that we can justify applying for some ARPA grant from the County for the Municipal Services Complex. **No update**
 - m. **Connects 2040 Grant** – We receive notification that the borough has been approved for this grant. Thanks go out to Dennis for making this grant happen. **Approved. Resolution submitted.**
13. **Schatz v. Borough of Mount Joy**. I received documentation from the engineering firm representing Mr. & Mrs. Schatz. I received a packet from Whittemore and Haigh regard expert review and report. **No updates from Borough's law firm.**
14. **Florin Hills** - There was a high-level meeting on July 26th at 2:30 in the afternoon. The meeting included attorneys, engineers, Florin Partners and Borough Staff. Following the meeting, Charter Homes was given a series of deliverables for Phases I & II including blks F & M prior to starting any work on Phase III. There continues to be a lot of emails going back and forth regarding several issues. The Borough is maintaining that we have yet to agree to anything until "As Built" is submitted and the developer shows the stormwater plans for the entire project. The Borough solicitor is also waiting for the contractor's attorney to provide written justification as to why they feel they can proceed with the original plans that do not meet current specifications.
- Charter Homes partners conducted a presentation regarding their proposed work at Council's December meeting. Since that time, Staff and our solicitor met with CHP and their attorney. Conclusion was to have an agreement drawn up by the Borough's Solicitor that would spell out what needs to be accomplished prior to plans being approved by Council. This is currently in the review process. RETTEW has already reviewed and approved the agreement from the Solicitor.
- I met with the Borough Solicitor on 1/12 to discuss amendments to the agreement as suggested by council members. Also discussed timeline as suggested by FHP. Solicitor sent a letter updating the Boroughs requirements to move forward. Please note that the plan has not yet been fully reviewed by our engineers or solicitor. Florin Hills partners did present a sketch plan for Block F and M, Unit A and Phase III to the Admin & Finance Committee and they will be at Council's meeting on Monday.**
- I will mention that I did meet with a resident from Florin Hill who is a retired Borough Manager who in general has stated that he is in favor of keeping Phase III with the same appearance as Phases I & II.**
15. **Borough Solicitor** – Staff and I have been working on numerous projects with the Borough Solicitor.
- a. Stormwater swale issue on Manheim Street, swale needs to be cleaned out. **On Council's agenda.**
 - b. Ordinance for permit parking. **Need discussion w/Chief Goshen**
 - c. Updates to Stormwater Ordinance. **Presentation needs to be made to Public Works Committee.**
 - d. Updates to Building Maintenance Code Zoning Ordinance Changes – **I need to determine the status.**
 - e. Short Term Rental Ordinance – **I need to determine status.**
 - f. Jury Property lines. **This is before Admin & Finance Committee**
 - g. Act 172
16. **EV Charging Station** – **On Hold.**

17. **Rental Code & Property Maintenance Code** – As mentioned in Item 14, our Zoning and Codes Enforcement Officer, Duane Brady, has been working very hard at updating our Property Maintenance Code as well as our Rental Code. We have reviewed his work and forwarded it to the solicitor for comments. Duane should be commended for the work that he has put into this. The solicitor has sent 2 of 3 Ordinances for our review and comments regarding a third ordinance regarding short-term rentals. **I need to review documents and have a discussion with the Borough Solicitor.**
18. **Act 172** – I have met with the president and fire chief of Fire Department Mount Joy to discuss Act 172 which could provide active members of the fire department with a tax credit.

At Council's direction, I have reached out to neighboring municipal managers requesting if they felt their municipal leaders would be in favor of some sort of Act 172 tax relief for fire company members. I have also asked if they wish to meet as a group. At this point I have heard from both Rapho & East Donegal Twp managers. Rapho is not interested in this, but East Donegal Twp is and would like to bring Elizabethtown Borough into the conversation.

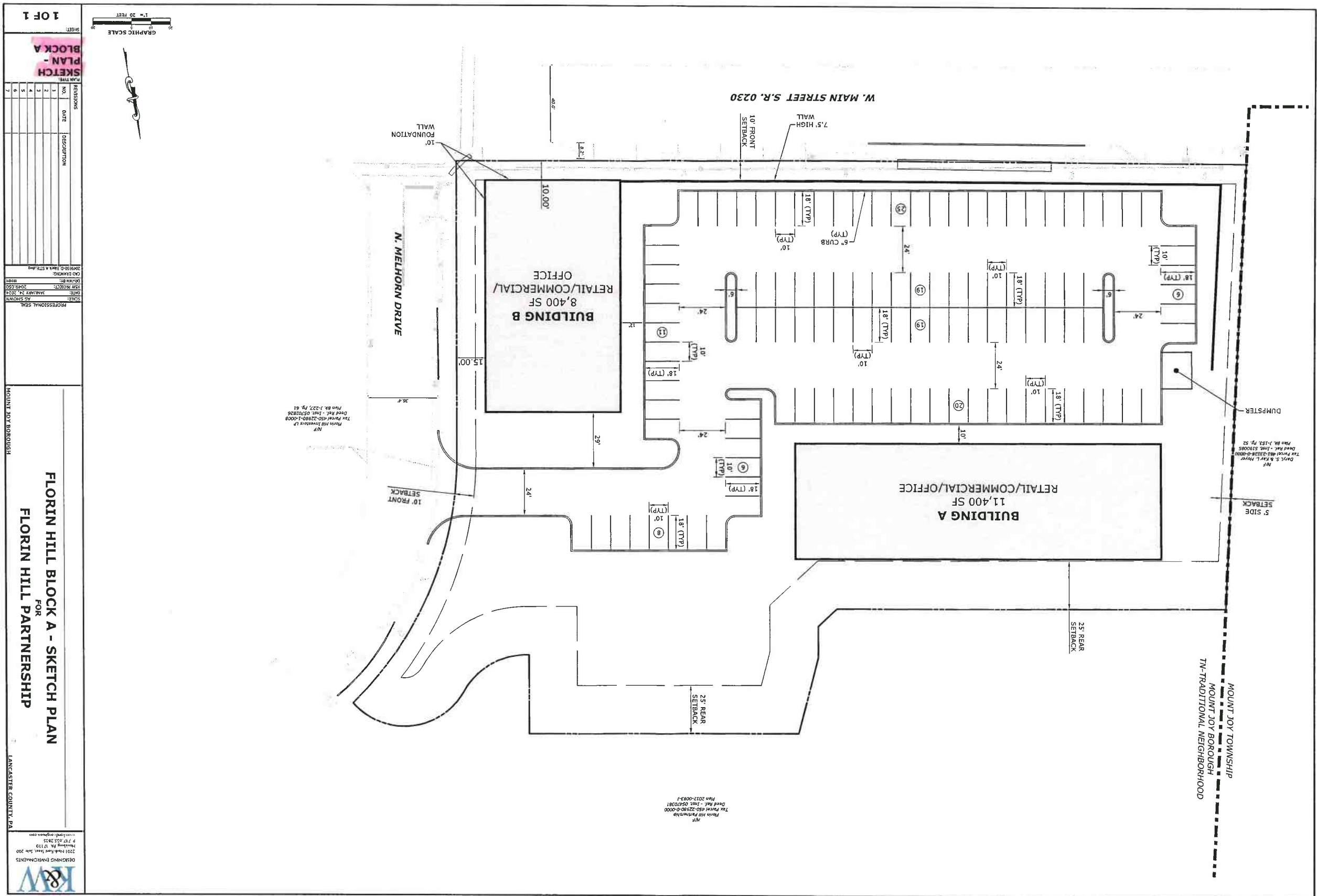
At Council's direction, I contacted the Borough Solicitor to prepare and advertise an ordinance. In process.

19. **Cresco Labs** - Jill and I met with Cresco personnel to discuss open items. **No Updates.**
20. **Zoning, Codes, and Stormwater Administrator** - On Wednesday, December 27, 2023, I met with Duane Bradley, and he advised me that he has accepted a position in another municipality and that his last day of employment with the borough will be on January 12, 2024. This will indeed be a loss for the Borough. I plan to have a discussion at the Admin & Finance Committee meeting regarding the position. **Position advertised.**
21. **Heating in Council Chambers** – The heating in Council Chambers as well as Zoning & Codes Office has stopped working. Repairs will include replacement of an "Inducer Motor Assembly" and a "Heat Exchanger". We have received a quote for repairs of \$3,379.50. The issue is that the supplier does not have the exchanger in stock and there is an anticipated wait time of 4 weeks for the part to come in. However, it could be as long as 12 weeks depending on the manufacturer's timeline.
- The contractor was able to locate the part they needed from a supplier in the mid-west and are having it shipped here. The Borough will need to pay for the shipping. I would suspect that the repairs should take place within the next two to three weeks. **Heating system repaired.**
22. **During a recent heavy rain, 2 leaks in the roof in the administration area were detected. Still needs to be looked into.**
23. **I attended a meeting with the Barnstormers and the Chamber to discuss Mount Joy Night. This year they would like to have the event at the same time as Donegal School Night. I expressed severe disappointment from last year and advised that I would continue discussions but that I do not believe that the Borough will participate this year.**
24. **Ms Frey and I had a meeting with PFM as well as Stifel Public Financing (Bond Underwriters). They were not aware of how far along the Borough was with the new building. PFM suggests holding off of Financing until after bids are received so that Council knows the amount that needs to be financed. Also discussed was the need for a Professional Services Agreement with a Bond Underwriter, the need to obtain Bond Counsel, and the need for a "Reimbursement Resolution". The Professional Service Agreement with Bond Underwriter will be on the agenda for Monday's Council meeting. I have spoken with the Borough Solicitor regarding Bond Counsel, and she indicated that neither she nor anyone in her firm performs this type of work. She provided 2 names for me to look in to. I am still working on this but know that one individual is retired. I will check on other names with the solicitor.**

25. **Public Works/Parks Department & Authority Facilities Discussion.** Mr Nissley and I met with representatives from the Borough Authority to discuss future of both Borough and Authority facilities. This will be discussed in the Executive Session at your Council Meeting.
26. **Chiques Crossing** – At Council’s Direction I have been in touch with a traffic engineer who is currently reviewing the TIS for Chiques Crossing di draw up an agreement with the Borough. I have contact recommended Stormwater Engineering firms and have not gotten any response. I will continue to work on this and keep you appraised.

-----End Of Report-----





BOROUGH OF MOUNT JOY
Lancaster County, Pennsylvania
RESOLUTION NO. 2024-04

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

WHEREAS, the Borough of Mount Joy has appointed persons to various positions whose terms expire as of the January 1, 2023;

WHEREAS, Borough Council acknowledges the expiration of these terms;

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

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

The Council of the Borough of Mount Joy appoints or reappoints, as the case may be, the following individuals and firms to the positions for the terms as presented hereinafter:

Civil Service Commission	Jay M Mueller, Jr.	6 Years	Term expires 1/1/2030
Alternate Zoning, Codes, & BCO Stormwater Administrator	RETTEW Engineering	2 years	Term expires 1/1/26

DULY ADOPTED this 5th day of February 2024, by the Borough Council of the Borough of Mount Joy in lawful session duly assembled.

Attest: _____
(Assistant) Borough Secretary

Council (Vice) President

[BOROUGH SEAL]

12c

Borough of Mount Joy
Lancaster County, Pennsylvania
Resolution No: 2024-05

The following meetings will be held from January 1, 2024, through December 31, 2024, in Council Chambers of the Borough Municipal Building, 21 East Main Street, Mount Joy, PA:

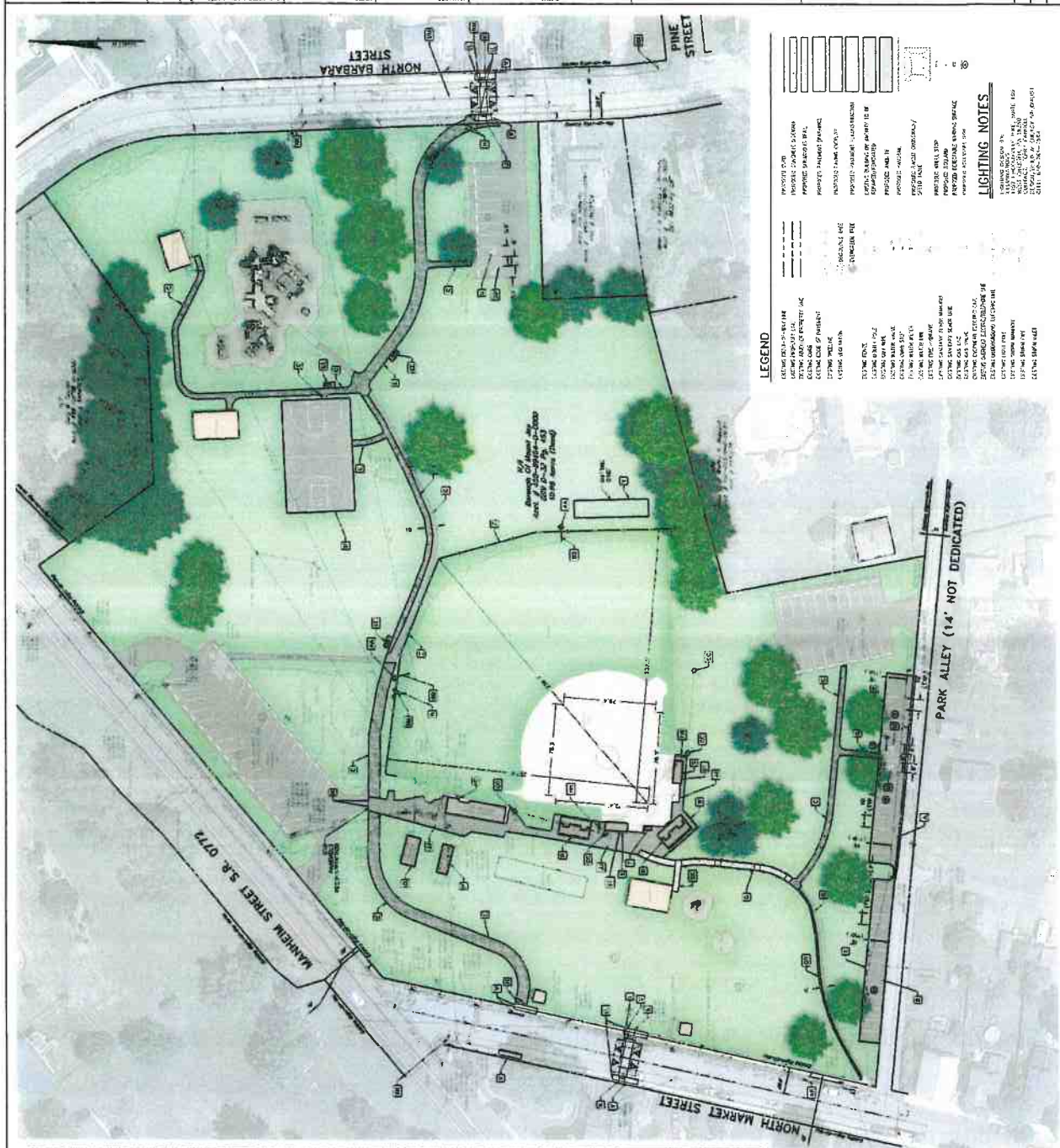
Parks & Recreation Advisory Board
Second Tuesday at 6:30 PM

DULY ADOPTED this 5th day of February 2024, by the Borough Council of the Borough of Mount Joy in lawful session duly assembled.

Attest: _____
(Assistant) Secretary

By: _____
(Vice) President Borough Council

SEAL

[illegible]

**Mount Joy Borough
Kunkle Field Project
029612013**

Anticipated Project Schedule (Revised 1/4/24)

Council Authorize Advertisement	February 5, 2024
Submit Advertisement to Newspaper	February 7, 2024
1st Advertisement for bid	February 13, 2024
2nd Advertisement for bid	February 20, 2024
Last Day for Questions (4:00 PM, Thursday)	March 14, 2024
Open bid at 2:00 PM (Tuesday)	March 19, 2024
Recommend award to Borough	March 21, 2024
Borough action of Intent to Award	April 1, 2024
Notice of Intent to Award to Contractor	April 3, 2024
Notice to Proceed to Contractor	June 3, 2024*
Baseball Season (field in use)	March 1 - July 31, 2024
Substantial Completion	October 11, 2024
Final Completion (30 days after substantial).....	November 10, 2024

*Borough may approve contractor to do select work during baseball season which does not impact field use.

DCNR-2022-Plan
Plan-GPM – 1 Rev. 1-13

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
BUREAU OF RECREATION AND CONSERVATION
COMMUNITY CONSERVATION PARTNERSHIPS PROGRAM



REQUEST FOR PROPOSAL (RFP)
Planning Projects

ANNOUNCEMENT

REQUEST FOR PROPOSAL (RFP)

Little Chiques Park Master Site Development Plan
Borough of Mount Joy, PA

The **Borough Manager** of the **Borough of Mount Joy, Lancaster County**, Pennsylvania is accepting proposals for a one-time contract to perform certain professional services work for the **Borough of Mount Joy for the Development of a Master Site Plan for the Little Chiques Park**. Information is attached outlining requirements for proposal submission, evaluation criteria, and the proposed contract.

Sealed proposal, three in quantity, must be received by **Borough Manager at 21 East Main Street, Mount Joy, PA 17552 or on Municibid** no later than **August 31, 2023**. If mailed, the proposal should be addressed to as above.

A pre-bid meeting to discuss the project scope of work will be held **August 17, 2023** at 21 E. Main Street, Mount Joy, PA 17552

If additional information is needed, please contact **Mark G. Pugliese I, Borough Manager, Borough of Mount Joy, PA 17552, phone 717-653-2300**.

Mark G. Pugliese I, Borough Manager

TABLE OF CONTENTS

Little Chiques Park Master Site Development Plan Borough of Mount Joy, Lancaster County, PA

- Section 1. BACKGROUND
- Section 2. GENERAL TERMS
- Section 3. SCOPE OF WORK
- Section 4. CONSULTANT QUALIFICATIONS
- Section 5. REQUIRED SUBMITTALS
- Section 6. EVALUATION CRITERIA
- Section 7. CONTRACT FOR PROFESSIONAL SERVICES (Form)

Appendices to Contract:

- Appendix A: Nondiscrimination/Sexual Harassment Clause

NOTE: The term "proposer" or "firm" in this RFP means the person or firm making a proposal based on the RFP.

SECTION 1. BACKGROUND

The Borough of Mount Joy is situated in the northwest portion of Lancaster County with a population of approximately 8,300 residents. The Borough is looking for ways to identify elements that may influence project development including the physical characteristics of the site, community demographics, economics, housing, transportation, historic/cultural assets, natural resources, and existing community park, open space and recreational facilities. Include an analysis of existing planning documents such as Comprehensive and Watershed Plans as applicable. The Borough has site plans available to include plans for a streambank restoration project along the Little Chiques Creek that will need to be reference to the overall Little Chiques Park Site Plan. This final Little Chiques Park Site Plan sets the foundation for project implementation.

This project is partially funded by a grant from the Community Conservation Partnerships Program administered by the Pennsylvania Department of Conservation and Natural Resources (DCNR), Bureau of Recreation and Conservation (Bureau). The Bureau has certain requirements and standards that must be met by the **Borough of Mount Joy** and its contracted consultant. This Request for Proposal (RFP) has been prepared in accordance with Bureau requirements and standards. The Bureau will monitor the project and certain documents will be subject to Bureau review and approval.

The DCNR Grant Agreement number is BRC-TAG-28-205

SECTION 2. GENERAL TERMS

- The **Borough of Mount Joy** reserves the right to reject any or all proposals and to select the proposal that it determines to be in the best interest of the **Borough of Mount Joy**.
- The contract is subject to the approval of **the Mount Joy Borough Council** and is effective only upon their approval.
- Proposers are bound by the deadline and location requirements for submittals in response to this RFP as stated above.
- Proposals will remain effective for **the Borough of Mount Joy** review and approval for 60 days from the deadline for submitting proposals.
- If only one proposal is received by the **Borough of Mount Joy**, it may negotiate with the proposer or seek additional proposals on an informal or formal basis during the 60-day period that proposals are effective.
- The proposer is encouraged to add to, modify, or clarify any scope of work items it deems appropriate to develop a high-quality plan at the lowest possible cost. All changes should be identified with explanation. However, the scope of work proposed must accomplish the goals and work stated below.

SECTION 3. SCOPE OF WORK

- A. Purpose, Goals and Objectives: Identify the purpose, goals and objectives of the master planning process.

- B. Public Participation: Work with Borough staff and community representatives to form a study committee and conduct a diverse public participation process. Prepare a final narrative that includes a detailed summary of the public participation methods, results and conclusions. The process will include the following:
1. Conduct five Study Committee meetings: Study Committee meetings are important to provide direction in plan development. This committee will function as a surrogate for the broader community by identifying issues, values, and ideas to be shaped into the plan. Our scope of work calls for five Work Session meetings of the Study Committee during the length of this project. We will distribute meeting minutes, agendas, and information slated for review via e-mail a minimum of seven days prior to the next scheduled meeting. If appropriate, we can conduct virtual meetings or in-person meetings.
 2. Conduct two public meetings: General public meetings will occur at key points of the project. We will attend two workshop meetings and recommend they occur at the following project milestones:
 - a. Elected and appointed officials meeting after the key stakeholder interviews. The purpose of this meeting is to present the findings of the stakeholder interviews and allow early open dialogue between elected and appointed officials in the Township. Good outcomes occur with early engagement of elected and appointed officials, such as identification of early implementation projects, leads to focus on, and avenues not to follow. We will identify and communicate early implementation projects to the Township for further consideration. Although the focus of the meeting will be dialogue with the elected and appointed officials, this meeting will also be opened to the public, so they will have an opportunity to engage with us at the end of the meeting.
 - b. At completion of the preliminary design alternative, we will present the preliminary design alternative to the public to allow one final opportunity to provide input on the Park design.
 3. Conduct ten key person interviews with community leaders to identify individual concerns and feedback on planned improvements: Working collaboratively with the Borough, we will identify ten key stakeholders to be interviewed in person/virtual or via telephone and will develop a list of standard interview questions. In-person interviews will occur during normal business hours at a location convenient to the stakeholders, typically in the Borough office. We will conduct phone/virtual interviews with stakeholders that cannot participate in an in-person interview. The Borough will know who the stakeholders are, but unless otherwise approved by the stakeholder, all interview responses will be confidential to allow free flow of ideas and criticisms. We will organize the responses into common easy-to-understand themes, such as accessibility, design, history, and safety, to name a few.
- C. Background Information: Identify elements that may influence project development including the physical characteristics of the site, community demographics, economics, housing, transportation, historic/cultural assets, natural resources, and existing community park, open space, and recreational facilities. Include an analysis of existing planning documents such as Comprehensive and Watershed Plans as applicable. This task sets the foundation for project implementation.

- D. Site Inventory and Analysis: Identify the physical, natural, and historic/cultural resources and legal restrictions related to the project site and potential impacts on future development and use. Examples include but are not limited to zoning, surrounding land use, deed restrictions, easements, utilities, access, topography, hydrology, vegetation, soils and historic/cultural features. A key component of this task is to include existing and planned land uses in Rapho Township, situated on the east side of the Little Chiques Creek. As the Rapho Township Engineer of Record (EOR), RETTEW has insights on planned land development and long-range planning goals that may influence proposed park development.
- E. Activity and Facility Analysis: Based on the public participation process, identify the community needs, uses and priorities for the site and determine the proposed facilities and activities. The proposed facilities and uses will be shown on the site development drawings.
1. Determine local access to outdoor recreation using the following resources:
- a. The National Recreation and Park Association (NRPA) [Park Metrics](#) is a comprehensive source of data benchmarks and insights for the effective management and planning of operating resources and capital facilities.
 - b. The Trust for Public Land (TPL) [ParkServe](#) interactive platform tracks park access in urban areas. The web-based tool identifies local parks and open space, determines the percentage of residents who live within a 10-minute walk, and identifies the neighborhoods most in need of new parks.
 - c. DCNR Partnered with the Trust for Public Land (TPL) and WeConservePA to use Geographic Information Systems (GIS) to understand access to outdoor recreation in Pennsylvania. TPL's Research and Innovation Team used the data analysis methods to assist DCNR in identifying [areas with the greatest need and opportunity](#). This [interactive map of outdoor recreation access in Pennsylvania](#) shows the results of the analysis. Data is available for a 10-Minute Walk by Municipality & County and a 10-Minute Drive for Trails and Water.
- F. Design Considerations: Consider including green and sustainable elements that promote environmental, health, and economic benefits while supporting PA DCNR's mission to sustain the Commonwealth's natural resources and promote local recreation. Identify site opportunities, constraints, site topography, applicable regulatory laws, protection/enhancement of significant historical structures and areas and environmentally sensitive areas, sustainable site design and green infrastructure, establishment and maintenance of sustainable riparian native grass and/or forest buffers, and stormwater management best practices. Design shall be in compliance with the 2010 ADA Standards for Accessible Design
- G. Design Process and Recommendations: Prepare alternative concept drawings and written evaluations, develop a draft final Narrative Report, work with Borough staff to present the draft final plan at a public meeting, and prepare the final narrative report and Final Plan Product deliverables.
- H. Cost Estimate and Phased Capital Development Program: Provide a detailed construction cost opinion for the development of the proposed improvements including costs for professional services, engineering, construction, materials, administrative, and a 10% construction contingency. Develop a phased and prioritized multi-year capital development program that identifies a strategy for phasing and costs associated with each development phase.
- I. Maintenance and Operation Costs; Revenue: Provide a cost estimate for annual maintenance and operation costs including but not limited to personnel, maintenance and operation, and revenue.

- J. Narrative Report: Prepare the final Narrative Report which includes all supporting documents and information developed during the MSDP process.
- K. Site Development Drawing with Base Map: Prepare a Site Development Drawing of the proposed full development of the site (the base map of existing conditions has been completed as part of the stream restoration design). The plan will show the following items and information: All uses, facilities, and structures including utilities and stormwater structures proposed for the site.
 - 1. Details for benches (if applicable) including ADA compliance (back supports, arms, bump-out seating).
 - 2. Circulation pathways including proposed access roads, service drives, parking, trails, ramps, paths, and bridges with reference to the standards to show ADA compliance.
 - 3. Proposed structures and facilities or those that will remain on the site.
 - 4. Notations and legends are necessary to fully explain the size, type, and location of any existing or proposed use, feature, or facility.
 - 5. Vegetation (proposed trees, meadows, gardens, landscaped plants).
 - 6. Planned stream restoration facilities including in-stream structures and stabilization measures.
- L. Final Documents: Provide the following:
 - 1. An electronic PDF of the Final Site Development Drawing
 - 2. One electronic PDF of the final Narrative Report
 - 3. Two printed copies of the final Site Development Drawing
 - 4. One electronic PDF of the final Site Development Drawing
 - 5. Two printed and one electronic PDF of all other deliverables as applicable.

SECTION 4. CONSULTANT QUALIFICATIONS

General Consultant Qualifications

Regardless of the planning project type, the lead consultant or consultant team must have documented experience in the following:

- A. Leadership and successful completion of planning studies of the project type funded by the grant.
- B. Development and implementation of public participation processes such as public meetings with elected officials and stakeholders, study committee meetings, focus group meetings, key person interviews, public surveys, etc.
- C. Development of planning documents and design for public park and recreation facilities/areas.
- D. Development of policies and procedures for the management, operation, and maintenance of public park and recreation facilities/areas.
- E. Effective communication of recommendations and implementation strategies to elected officials, non-profit organizations, and stakeholders.

Master Site Development Plan (MSDP)

The lead consultant or consulting team must have documented expertise to study the type of facility under consideration. Although not required, it is recommended to include a park and recreation practitioner, preferably holding a Certified Park & Recreation Professional (CPRP) certification, on the consultant team. The Bureau requires that the Master Site Development Plan be under the seal of a licensed professional who is authorized by Pennsylvania law to seal such documents. Depending on the project, the professional could be a landscape architect, architect, or engineer. If any jurisdictional agency/agencies reviewing the PNDI Receipt require a field survey to be completed, the Bureau requires a biologist to survey the project site. If a boundary survey is to be completed as part of the scope of work, it must be under the seal of a registered land surveyor who is authorized by Pennsylvania law to seal such documents.

SECTION 5. REQUIRED SUBMITTALS

A. Letter of Transmittal

This letter must include the following:

- A statement demonstrating your understanding of the work to be performed.
- A statement confirming that the firm meets the Consultant Qualifications (see Section 4 above).
- The firm's contact person and telephone number.

B. Profile of Firm

This consists of the following:

- A statement of the firm's experience in conducting work of the nature sought by this RFP; advertising brochures may be included in support of this statement.
- The location of the firm's office that will perform the work.
- Resumes of individuals (consultants, employees) proposed to conduct the work and the specific duties of each in relation to the work. DCNR requires that the project consulting team have the minimum qualifications outlined in Section 4 Consultant Qualifications.
- A reference list of other municipal clients of the firm with contact information.
- Any other information relating to the capabilities and expertise of the firm in doing comparable work.

C. Methods and Procedures

The proposal must include a detailed description of the methods and procedures the firm will use to perform the work. Inclusion of examples of similar work is encouraged.

D. Work Schedule

The schedule must include time frames for each major work element, target dates for public meetings, and dates for completion of draft and final documents.

E. Cost

For each major work element, the costs must be itemized showing:

- For each person assigned to the work, the title/rank (organizational level) of the person in the organization, the hourly rate, and the number of hours to be worked.
- The reimbursable expenses to be claimed.

The itemized costs must be totaled to produce a contract price. If awarded a contract, a proposer is bound by this price in performing the work. The contract price may not be exceeded unless the contract is amended to allow for additional costs.

If awarded a contract, the firm may not change the staffing assigned to the project without approval by the **Borough of Mount Joy**. However, approval will not be denied if the staff replacement is determined by the Borough of Mount Joy to be of equal ability or experience to the predecessor.

The method of billing must be stated. The preferred practice of the **Borough of Mount Joy** is to pay upon completion of the work and receipt of the required report. However, the **Borough of Mount Joy** will consider paying on a periodic basis as substantial portions of the work are completed. Regardless of the billing method used, a minimum of 10% of the DCNR Grant Award will be withheld until the final product is approved by DCNR and all project costs are paid in full.

F. Contract

The contract form and DCNR "Nondiscrimination/Sexual Harassment Clause" is provided in Section 7. DCNR requires that the "Nondiscrimination/Sexual Harassment Clause" be incorporated and/or attached to the contract in its entirety.

SECTION 6. EVALUATION CRITERIA

A. Technical Expertise and Experience

The following factors will be considered:

- The firm's experience in performing similar work.
- The expertise and professional level of the individuals assigned to conduct the work.
- The clarity and completeness of the proposal and the firm's demonstrated understanding of the work to be performed.

B. Procedures and Methods

The following factors will be considered:

- The techniques for collecting and analyzing data.
- The sequence and relationships of major steps.
- The methods for managing the work to ensure timely and orderly completion.

C. Cost

The following factors will be considered:

- The number of hours of work to be performed.
- The level of expertise of the individuals proposed to do the work.

D. Oral presentation

Any or all firms submitting proposals may be invited to give an oral presentation of their proposal.

SECTION 7. CONTRACT FOR PROFESSIONAL SERVICES

A proposed contract is included for review. If it is satisfactory to the firm, it should be completed, executed, and submitted with the proposal. If the firm prefers an alternative contract, the firm may submit it as a part of the proposal submission. However, the **Borough of Mount Joy** reserves the right to enter into the enclosed contract with the successful firm or to negotiate the terms of a professional services contract.

[The Grantee solicitor/attorney should be consulted concerning the contract form used for this RFP, including insertion of any contractual terms not addressed in this proposed contract, such as termination, breach, remedies for breach, etc.]

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into this _____ day of _____, 20[___], by and between the **Borough of Mount Joy, Lancaster County**, Pennsylvania ("**Municipality**"), and _____ ("**Consulting Firm**").

WHEREAS, the **Municipality** desires to have certain one-time professional consulting work performed involving **The Borough of Mount Joy is situated in the northwest portion of Lancaster County with a population of approximately 8,300 residents. The Borough is looking for ways to identify elements that may influence project development including the physical characteristics of the site, community demographics, economics, housing, transportation, historic/cultural assets, natural resources, and existing community park, open space and recreational facilities. Include an analysis of existing planning documents such as Comprehensive and Watershed Plans as applicable. This final Little Chiques Park Site Plan sets the foundation for project implementation.**

WHEREAS, the **Municipality** desires to enter into a contract for this work pursuant to a Request for Proposals ("RFP") issued by **Municipality**;

WHEREAS, the Consulting Firm desires to perform the work in accordance with the proposal it submitted in response to the RFP;

WHEREAS, the Consulting Firm is equipped and staffed to perform the work;

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

THE CONSULTING FIRM WILL:

1. Provide professional consulting services in accordance with the RFP, its proposal in response to the RFP, and the Nondiscrimination/Sexual Harassment Clause, which is attached hereto and incorporated herein as Appendix A. The RFP, the Consulting Firm's proposal, and Appendix A are part of this Contract.
2. Obtain approval from the **Municipality** of any changes to the staffing stated in its proposal. However, approval will not be denied if the staff replacement is determined by the **Municipality** to be of equal ability or experience to the predecessor.

THE **Municipality** WILL:

1. Compensate the Consulting Firm based on the actual hours worked and actual reimbursable expenses for a total amount not to exceed \$_____.
2. Provide the Consulting Firm with reasonable access to **Municipality** personnel, facilities, and information necessary to properly perform the work required under this Contract.
3. Except as provided in item 4 below, make payment to the Consulting Firm within 60 days after receipt of a properly prepared invoice for work satisfactorily performed. **[Revise this provision to reflect actual payment arrangement agreed to.]**
4. Make final payment of 10% of the funds available to the Consulting Firm under this Contract within 30 days after final product approval by the Department of Conservation and Natural Resources.

IT IS FURTHER AGREED THAT:

1. All copyright interests in work created under this Contract are solely and exclusively the property of the **Municipality**. The work shall be considered work made for hire under copyright law; alternatively, if the work cannot be considered work made for hire, the Consulting Firm agrees to assign and, upon the creation of the work, expressly and automatically assigns, all copyright interests in the work to the **Municipality**.
2. In the performance of services under this Contract, there shall be no violation of the right of privacy or infringement upon the copyright or any other proprietary right of any person or entity.
3. The Consulting Firm may terminate this Contract at any time upon giving the **Municipality** written notice of not less than **30** calendar days. The **Municipality** may terminate this Contract at any time if the Consulting Firm violates the terms of this Contract or fails to produce a result that meets the specifications of this Contract. In the event of termination of this Contract by either party, the **Municipality** shall within **60** of calendar days of termination pay the Consulting Firm for all services rendered by the Consulting Firm up to the date of termination, in accordance with the payment provisions of this Contract.
4. The Consulting Firm shall use its best efforts in the performance of the work under this Contract and shall exert the degree of care and skill in the performance of the work normally exercised by similar professionals in similar circumstances.
5. The Consulting Firm acknowledges that the Municipality is a political subdivision subject to certain laws, including, but not limited to, the Right to Know Law.
6. The Consulting Firm is an independent contractor. The Consulting Firm is not an agent of the Municipality.
7. This Contract is to be interpreted in accordance with the laws of the Commonwealth of Pennsylvania. This Contract may be amended only by a writing executed by both parties.

In witness thereof, the parties hereto have executed this Contract on the day and date set forth above.

WITNESS:

WITNESS:

FOR THE **Borough of Mount Joy**:

TITLE: _____

FOR THE CONSULTING FIRM:

TITLE: _____

APPENDIX A 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-lighted 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)

STIFEL

124

December 8, 2023

Mark Pugliese
Borough of Mount Joy
21 East Main Street
Mount Joy, PA 17552

Re: Underwriter/Placement Agent Engagement Relating to Potential Municipal Securities Transaction for General Obligation Bonds or Notes, Series of 2024

Dear Mr. Pugliese:

The Borough of Mount Joy (the "Issuer") and Stifel, Nicolaus & Company, Incorporated ("Stifel") are entering into this engagement to confirm that they are engaged in discussions related to a potential issue of (or series of issuances of) municipal securities related to General Obligation Bonds or Notes, Series of 2024 (the "Issue") and to formalize Stifel's role as underwriter or placement agent with respect to the Issue.

Engagement as Underwriter/Placement Agent

Issuer is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission ("SEC") and the underwriter exclusion from the definition of "municipal advisor" for a firm serving as an underwriter or placement agent for a particular issuance of municipal securities. Issuer hereby designates Stifel as an underwriter or placement agent for the Issue. Issuer expects that Stifel will provide advice to Issuer on the structure, timing, terms and other matters concerning the Issue.

If this engagement takes the form of a placement, at the closing of the placement, the Issuer will be asked to sign a Placement Agent Agreement in the form attached hereto, providing for more detailed terms of this engagement as well as representations and warranties.

Limitation of Engagement

It is Issuer's intent that Stifel serve as an underwriter or placement agent for the Issue, subject to satisfying applicable procurement laws or policies, formal approval by Borough Council of the Issuer, finalizing the structure of the Issue and executing a bond purchase agreement or placement agent agreement, as applicable. While Issuer presently engages Stifel as the underwriter or placement agent for the Issue, this engagement letter is preliminary, nonbinding and may be terminated at any time by Issuer, without penalty or liability for any costs incurred by Stifel. Furthermore, this engagement letter does not restrict Issuer from entering into the Issue with any other underwriters or placement agents or selecting an underwriting syndicate that does not include Stifel.

Disclosures Required by MSRB Rule G-17 Concerning the Role of the Underwriter or Placement Agent

The Issuer confirms and acknowledges the following disclosures, as required to be delivered by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019)¹:

¹ Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal

The following G-17 conflict of interest disclosures are broken down into three types, including: 1) dealer-specific conflicts of interest disclosures (if applicable); 2) transaction-specific disclosures (if applicable); and 3) standard disclosures. You may receive additional separate disclosure letters pursuant to Rule G-17 from the co-managing underwriters or other syndicate members for the Bonds if they have their own dealer-specific or transaction-specific disclosures.

1. **Dealer-Specific Conflicts of Interest Disclosures**

Stifel has not identified any actual or potential² material conflicts of interest.

2. **Transaction-Specific Disclosures**

- **Disclosures Concerning Complex Municipal Securities Financing:**
 - Since we have not recommended a “complex municipal securities financing” to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

3. **Standard Disclosures**

- **Disclosures Concerning the Underwriter’s or Placement Agent’s Role:**
 - MSRB Rule G-17 requires an underwriter and a placement agent to deal fairly at all times with both issuers and investors.
 - The underwriter’s primary role is to purchase the Bonds with a view to distribution in an arm’s-length commercial transaction with the Issuer. The placement agent’s primary role in the transaction is to facilitate the sale and purchase of the securities between the issuer and one or more investors for which the placement agent will receive compensation in an arm’s-length commercial transaction with the issuer. The underwriter or placement agent has financial and other interests that differ from those of the Issuer.
 - Unlike a municipal advisor, an underwriter or a placement agent does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
 - The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer’s interest in the transaction.
 - The underwriter has a duty to purchase the securities from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the securities to investors at prices that are fair and reasonable.
 - The placement agent has a duty to use its commercially reasonable efforts to arrange the purchase of securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to arrange the sale of securities to investors at prices that are fair and reasonable.

Securities (effective Mar. 31, 2021).

² When we refer to *potential* material conflicts throughout this letter, we refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17.

- o The underwriter or the placement agent will review the official statement for the securities, if any, in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.³
- Disclosures Concerning the Underwriter's or Placement Agent's Compensation:
 - o The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. The placement agent will be compensated by a fee agreed upon with the Issuer in connection with the private placement of the Issue. Payment or receipt of the underwriting/placement agent fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Sincerely,

Stifel, Nicolaus & Company, Incorporated

By: Chris Hoffert
 Name: Chris Hoffert
 Title: Director

Issuer acknowledges the foregoing.
 Accepted and Executed

By: _____

Name: _____

Title: _____

Date: _____

³ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriter or placement agent is solely for purposes of satisfying the underwriter's or placement agent's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.



12 g.

We answer to you.

3020 Columbia Avenue, Lancaster, PA 17603 • Phone: (800) 738-8395
E-mail: rettetw@rettetw.com • Web site: rettetw.com

Engineers

Environmental
Consultants

Surveyors

Landscape
Architects

Safety
Consultants

January 24, 2024

Mark G. Pugliese, Borough Manager
Mount Joy Borough
21 East Main Street
Mount Joy, PA 17552

RE: Proposal for: Pre-Construction and Construction Services
Little Chiques Creek Stream Restoration – Phase 1
RETTEW Project No. 02961200742

Dear Mark:

RETTEW Associates, Inc., is pleased to submit this proposal for Pre-Construction and Construction Services for Phase 1 - Little Chiques Creek Restoration Project. Based on project funding to date, \$940,000.00, we propose constructing the project in phases with Phase 1 to include the work proposed from Station 20+00 to 46+20, or approximately 2,620 feet. This work would encompass the entire loop area around the park and provide an opportunity for the public to see the improvements and readily access the stream.

SCOPE OF SERVICES

A. BIDDING AND PRE-CONSTRUCTION PHASE SERVICES (PHASE 610)

RETTEW will:

1. Prepare the Contract Documents
 - a. Modify the existing plans to reflect project phasing.
 - b. Prepare the advertisement for public bidding of the project.
 - c. Prepare bidding documents in accordance with Public Bidding Laws including insertion of prevailing wage rates, Davis-Bacon Wage Rates (if required), contracts, bid forms, and bond forms (bid, payment, and performance).
 - d. Prepare all applicable technical specifications.
 - e. Prepare temporary and permanent easement exhibits for properties that include proposed grading, stream and/or riparian buffer components.
 - f. Address comments from the Borough.
2. Upload the bidding documents to PennBid and administer bidding on PennBid.
3. Attend a pre-bid meeting and coordinate meeting minutes.
4. Assist the Borough in receipt and review of the Bids and awarding of the Contract.
5. Issue the Notice of Award, administer the signing of the Contract, receipt of bonds, certificates, and other required documentation.
6. Attend a pre-construction meeting and coordinate meeting minutes.
7. Issue Notice to Proceed.
8. Provide construction administration, including review and recommendation of payment requests, change order reviews, and issuance of contractor directives.

- 9. Perform construction observation necessary to complete a Certificate of Substantial Completion and a Certificate of Final Completion.

Deliverable: One PDF set of Contract Documents

B. CONSTRUCTION OBSERVATION AND ADMINISTRATION (PHASE 611)

RETTEW will:

- 1. Provide a Sr. Environmental Scientist to be available to assist the Borough with overall construction activities. We have budgeted a Sr. Environmental Scientist to visit the site for 2 hours once a week for the duration of the project, approximately 24 weeks.
- 2. Provide junior staff on-call to observe construction, answer contractor questions during the construction, and provide as-needed consultation throughout the construction. This will serve to assure the client that work is progressing generally in accordance with the Contract Documents. The amount of time that junior staff will be on the project site will depend on the construction activities. We have assumed eight hours per week. Additional visits by the Sr. Environmental Scientist will be made when critical activities require it.
- 3. Review shop drawings, catalog cuts, material specifications and other data required to be submitted by the contractor for conformance with the contract documents.
- 4. Provide construction administration, including review and recommendation of payment requests, change order reviews, and issuance of contractor directives.
- 5. Perform a final walkthrough with the contractor and Borough as necessary to complete a Certificate of Substantial Completion. Prepare the necessary closeout documents for execution by the Borough and the contractor.

ANTICIPATED PROJECT SCHEDULE

RETTEW will begin working on the bidding documents immediately upon approval of this proposal, and work to select a construction contractor by the Summer of 2024; construction is planned to begin in the Fall of 2024 and be completed by April 30, 2025, as required by the Grantor.

COMPENSATION

RETTEW proposes to provide the aforementioned professional services on a Time and Expense basis in accordance with our standard hourly rates in effect at the time the services are being performed. RETTEW will bill you for the actual time, portal to portal, and expenses incurred in the performance of the Scope of Services outlined above. Although RETTEW may provide an estimate of fees and expenses for your guidance, the actual fees and expenses that you will incur during the course of your project may vary from the estimate. Accordingly, any estimate given by RETTEW does not constitute a guarantee of the final amount of fees and expenses that you will incur. The estimated costs are provided below for your convenience.

PROFESSIONAL FEES

- A. Bidding and Pre-Construction (Phase 610) \$19,500.00
- B. Construction Observation and Administration (Phase 611) \$48,000.00

EXPENSES

Expenses such as reprographic services, equipment fees, mileage, and overnight travel that are directly incidental to our professional services shall be invoiced to you at our standard rates; expenses from our vendors shall be invoiced at 1.15 times our cost. Expense costs will be in addition to the Professional Fees stated above.

Estimated expenses for the above services associated with the project:.....\$1,500.00

TOTAL PROPOSED FEES\$69,000.00

ASSUMPTIONS

The following is a list of assumptions that apply to this proposal:

1. The Lancaster County CAP Implementation Grant of \$940,000.00 allows for design/engineering services to be reimbursed up to 25 percent of the construction contract. This proposal is approximately eight percent of an assumed construction contract of \$875,500.00.
2. If the low bidder proposes to construct the project for less than the current funding award, then the project may be extended to utilize the available funds.

ADDITIONAL SERVICES

Services not included in the scope and fee described herein may be provided by RETTEW upon your request. We will perform these services as an addendum to the Professional Services Agreement or mutually acceptable substitute agreement, should they prove to be necessary. Proper written authorization must be given prior to initiating any additional services. The following additional services are not included in this proposal but can be provided for an additional fee:

1. Construction stakeout services.

BILLING SCHEDULE

RETTEW will invoice you at the end of each monthly billing period for services performed to date. Invoices are payable per the terms of the enclosed Professional Services Agreement.

PAYMENT SCHEDULE

Payment is due upon presentation of invoice and is past due 30 calendar days from the invoice date. Unpaid invoices in excess of 30 calendar days will be cause to discontinue services until all outstanding invoices are paid. Work stoppages will impact the project schedule and may result in missed deadlines and/or increased project fees including remobilization. Mount Joy Borough agrees to reimburse RETTEW for any special business or personal taxes imposed at the local, county or state level as a result of providing professional services by RETTEW to Mount Joy Borough under this agreement.

PROPOSAL ACCEPTANCE

If this proposal is satisfactory and acceptable, and fully sets forth all the items of our understanding, please signify your acceptance by signing the enclosed Professional Services Agreement and returning it to our office. We will forward a fully executed copy to you. This document will then constitute our completed

agreement. If we are given verbal or written authorization to proceed with any portion of this work prior to receiving an executed agreement, or if we receive payment from you toward this project, the terms and conditions of the attached Professional Services Agreement will be considered to be in full force, as if it had been executed, until such time as another agreement is executed by both parties.

If you have any questions regarding this proposal or wish to discuss any item(s) contained herein, please contact Kara Kalupson at kara.kalupson@rettew.com or (717)431-3706. We will work to give you the quality service you deserve as a valued client of RETTEW.

Sincerely,



Kara Kalupson, RLA
Project Manager
kara.kalupson@rettew.com



James R. Caldwell
Municipal Team Lead
jcaldwell@rettew.com

Enclosure

copy: Dennis Nissley

Z:\Shared\Projects\02961\0296100742 - Stream Restoration Project\00 Contracts\00 Proposal\Mount Joy-Proposal_2024-01-24.docx



We answer to you.

Corporate Headquarters: 3020 Columbia Avenue · Lancaster, PA 17603 · Phone (717) 394-3721 · Fax (717) 798-9879

E-mail: rettew@rettew.com · Web site: rettew.com

PROFESSIONAL SERVICES AGREEMENT

Project No. 0296100742

THIS AGREEMENT entered into on this 24th day of January, 2024 by and between
Mount Joy Borough located at 21 East Main Street, Mount Joy, PA 17552

hereinafter called "CLIENT" and RETTEW Associates, Inc., hereinafter called "RETTEW" is as follows:

THE AGREEMENT IS ENTERED INTO WITH RESPECT TO THE FOLLOWING PROJECT:

Pre-Construction and Construction Services

located at: Mount Joy Borough, Lancaster County, Pennsylvania
hereinafter called the PROJECT.

THE CLIENT AND RETTEW AGREE AS FOLLOWS:

A. Scope of Services to be Provided by RETTEW:

As outlined in the Proposal dated January 24, 2024

B. Total Fee to be Paid to RETTEW:

As outline in the Proposal dated January 24, 2024

C. Schedule for the Services of RETTEW:

Upon receipt of the signed Professional Services Agreement and as outlined in the Proposal of January 24, 2024

D. This PROFESSIONAL SERVICES AGREEMENT shall include the PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS as attached hereto.

ACCEPTANCE AND EXECUTION OF THIS AGREEMENT:

BY: _____
(Client Signature)

(Printed Name)

BY: _____
(RETTEW Signature)

(Printed Name)

TITLE: _____

DATE: _____

TITLE: _____

DATE: _____

PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

1. Scope of Services. RETTEW Associates, Inc. ("RETTEW") agrees to provide professional services set forth in the Scope of Services to the Client (the "Services") pursuant to these Terms and Conditions (the "Terms"). These Terms, together with the Professional Services Agreement and its attachments, constitutes the entire agreement between the parties concerning the Services. Unless specifically included in the Scope of Services, RETTEW shall not provide any construction phase services including, but not limited to, construction observation of any other contractor's work. RETTEW shall not control, or be responsible for, the construction means, methods, techniques, sequences or procedures of any contractor and shall not be responsible for site safety. RETTEW shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities or other responsibilities are specifically assigned to RETTEW in the Scope of Services.

2. Invoices. Client represents and warrants that it possesses the financial resources to fulfill its payment obligations hereunder and that such resources do not rely significantly on contingent, third-party monies. Client agrees to maintain such resources during the term hereof and that the failure to maintain such resources shall constitute a material breach hereof. Unless otherwise agreed, Client will be invoiced every 4 weeks for services performed to date and a final invoice will be timely provided upon completion of the Services. Payment is due on receipt and is past due 30 days from invoice date. Interest will be added after 30 days at the rate of 1.5% per month or partial month overdue. Any right to withhold payment based on errors or discrepancies in the invoice is waived if not identified in writing to RETTEW within 10 days of the date of invoice. Client will reimburse RETTEW's reasonable attorneys' fees and litigation costs incurred in pursuing collection of any amount due from Client, in addition to amounts otherwise due hereunder. Timely payment to RETTEW is a material consideration of this Agreement. RETTEW may suspend or terminate its work upon written notice if any Client invoice is not timely paid. Client agrees to defend, indemnify and hold RETTEW harmless from any damages that may arise due to such suspension or termination.

3. Standard of Care. RETTEW shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. This standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. RETTEW MAKES NO EXPRESS WARRANTIES, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES IMPLIED BY LAW AS THEY MAY APPLY TO THIS AGREEMENT, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Client agrees that neither RETTEW nor any of its subconsultants owes any fiduciary duty to Client or agency relationship between Client and RETTEW and that, in any event, RETTEW's course of conduct during the performance of the Services shall not create a fiduciary duty or agency relationship.

4. Indemnification. To the fullest extent permitted by law, Client agrees to indemnify, defend and hold the RETTEW Group harmless from and against any and all manner of demands, claims, liabilities, costs and expenses (including, without limitation, reasonable attorneys' and experts' fees and other reasonable defense costs) arising out of any negligent act or omission, or any breach of this Agreement, by Client or any individual or entity for whose acts Client is responsible. To the fullest extent permitted by law, RETTEW agrees to indemnify, defend and hold the Client Group harmless from and against any and all manner of demands, claims, liabilities, costs and expenses (including, without limitation, reasonable attorneys' and experts' fees and other reasonable defense costs) arising out of any negligent act or omission, or any breach of this Agreement, by RETTEW or any individual or entity for whose acts RETTEW is responsible. With regard to any claims arising out of professional services, any defense obligation assumed by RETTEW shall be interpreted as an obligation to reimburse reasonable defense costs, including but not limited to reasonable attorney's and expert's fees. As used in Paragraphs 4 and 5, a "Group" includes the identified party, its parents, subsidiaries and affiliates, their agents, successors and assigns, or any of their shareholders, directors, partners, members, officers or employees.

5. Limitations of Liability.

a. RETTEW Group's aggregate liability for damages arising from or related to this Agreement, under any theory of liability, shall not exceed the fees paid by Client for performance of the Services. RETTEW shall only be liable for such damages to the extent caused by its negligence or breach of this Agreement.

b. If RETTEW fails to include any required item or component of the Project from the drawings, sketches, specifications and other documents in any form provided to or for Client by RETTEW under this Agreement (the "Deliverables"), RETTEW shall correct the omission on the Deliverables without charge to Client and reasonable additional construction costs incurred by the Client due to the omission, but shall not be responsible for the cost of the item or component itself, or the cost of installation.

c. Neither party Group shall be liable to the other for punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost revenues, lost business opportunities, loss of use, fines, penalties, and

loss of or corruption to data) arising from or related to this Agreement, regardless of the theory liability, and even if they have been advised of the possibility of such damages or loss.

d. RETTEW hereby advises Client that it is willing to negotiate higher limitations of liability than those set forth herein, subject to increased compensation. Client has chosen to enter into this Agreement subject to the above limitations of liability after consideration of the totality of the proposal presented by RETTEW.

6. Relationship with Other Consultants and Contractors RETTEW is not responsible for any errors or omissions by other consultants, contractors or their respective subcontractors (collectively, "Contractors"), including, but not limited to, such Contractors' failure to adhere to the Deliverables, regardless of whether or not RETTEW is observing their work. RETTEW owes no duty to any Contractor to discover their errors, omissions or other defects in its work or in the work of its subcontractors. Client will use reasonable efforts to include the following language in its agreements with other Contractors on the Project: *"To the fullest extent permitted by law, contractor or consultant expressly waives any claims or causes of action against the project engineer for damages sustained in connection with the project, under any theory of liability, except to the extent that the damages resulted from personal injury or property damage. The project engineer is an intended third-party beneficiary of this provision."*

7. Termination. In addition to any other termination rights set forth herein, this Agreement may be terminated by either party upon 7 days written notice if the other party fails materially to perform in accordance with its terms. If the Project is permanently abandoned, this Agreement may be terminated by Client upon at least 7 days written notice to RETTEW. In the event of termination of the Project, Client will compensate RETTEW for Services performed or provided up to its receipt of the written notice of termination, for all reimbursable expenses incurred by RETTEW in furtherance of the Services (whether or not incorporated into the Services prior to termination), and reasonable fees and expenses directly associated with the closing the matter, the latter as approved by Client in advance. Timely payment to RETTEW is a material consideration of this Agreement. Client's failure to make payments in accordance with this Agreement shall constitute substantial non-performance and a cause for termination by RETTEW.

8. Insurance. During the term of the Agreement, RETTEW will maintain Workers' Compensation insurance, General Liability insurance, Automobile insurance, and Professional Liability insurance in commercially reasonable amounts. Client will maintain, or require its other contractors or consultants on the Project to maintain, such policies (if applicable) in commercially reasonable amounts. Except to the extent that such waiver would invalidate the applicable insurance coverage, the parties waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages to the extent covered by property insurance, except such rights as they may have to the proceeds of such insurance. Client and RETTEW shall require similar waivers from their contractors, consultants and agents.

9. Opinions of Probable Construction Cost. RETTEW's opinions of probable construction cost and other cost opinions or estimates are to be made on the basis of RETTEW's experience and qualifications as an engineer and represent RETTEW's best judgment as an experienced and qualified design professional generally familiar with the industry. However, because RETTEW has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, RETTEW cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by RETTEW or other cost opinions or estimates. If Client wishes greater assurance as to probable construction costs, Client shall employ an independent cost estimator.

10. Disputes. If a dispute arises from or relates to this Agreement or the breach thereof, that cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by non-binding mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures before resorting to litigation. The parties further agree that they may initiate litigation regarding any dispute arising out of or relating to this Agreement, or breach thereof, if mediation does not result in a resolution within 90 days of initiation. Litigation between the parties regarding this Agreement shall be brought in a court of competent jurisdiction located in the state where the work hereunder is performed. In the event of litigation, the prevailing party shall be entitled to collect its reasonable attorneys' fees, experts' fees and costs related to the litigation from the other party. This Agreement shall be governed by and construed under the law of the state where the work hereunder is performed, without regard to its principles of conflicts of laws. The parties waive their right, if any, to a jury trial.

11. Client Responsibilities. Client will provide access to the site as necessary for RETTEW's performance of the Services. Client will provide, in a timely fashion, complete physical information about the site that may be necessary or desirable for RETTEW to perform the Services. Client will timely review proposals, schedules,

plans, and specifications prepared by RETTEW, and cooperate with RETTEW so that RETTEW may complete the Services in a timely fashion. Failure to provide such timely review may adversely impact scope, schedule and budget related to the Services. RETTEW shall be entitled to rely on information and recommendations provided by Client, and its Contractors without independent evaluation or verification.

12. Notice of Defects. Client shall promptly report to RETTEW any defects or suspected defects in the Services, so that RETTEW may take measures to minimize the consequences of such defect. Client will use reasonable efforts to include a similar contractual requirement on its Contractors. Failure by Client, and/or Client's Contractors, to so notify RETTEW shall relieve RETTEW of the costs of remedying the defects to the extent of the additional costs resulting from the failure of prompt notification.

13. Underground Utilities. Client will identify to RETTEW, in writing, the locations of known or suspected underground utilities or other underground structures or features at and near the project site that could affect the services to be provided (collectively, "Underground Utilities") and will provide all drawings in its possession or control that identify Underground Utilities. RETTEW will be responsible for the proper siting of underground utilities when provided with proper and accurate information regarding their location. Client agrees to defend, indemnify and hold RETTEW harmless from all penalties, claims and damages it sustains in connection with: (a) Underground Utilities that are not identified to RETTEW as required, not properly identified, or not properly located by municipalities, authorities, or utilities after proper notice (i.e., after calling the applicable state utility locating hotline, if one exists), and (b) construction schedules or practices out of RETTEW's control or knowledge that violate state utility locating notice requirements or invalidate otherwise proper utility notification made by RETTEW.

14. Fees.

a. Unless expressly stated otherwise in the Scope of Services, the "Total Fee" above is RETTEW's best estimate of the cost of Services required to complete the Project as RETTEW understands it to be defined and is not a cost-not-to-exceed limit on RETTEW's compensation. For fixed fee projects, payment shall be made based on the percent of work completed for each phase of work, unless otherwise agreed. For time and expense (cost plus) projects, billings are based on the hours worked, including travel time portal-to-portal, and reimbursable expenses. Overtime for non-exempt employees will be billed at 1.5 times the hourly rate.

b. Client is responsible for RETTEW's out-of-pocket expenses incurred in performing the Services, including, but not limited to, travel expenses, outside consultants, approval and permit fees, and any supplemental insurance requested. Reimbursable expenses will be billed at RETTEW's actual cost, plus 15%, except sales tax will be reimbursed at cost and mileage will be reimbursed at the applicable federal rate. Hotels and meals will be billed as a per diem expense as set out in the Rate Schedule.

15. Additional Work.

a. RETTEW shall be entitled to an equitable increase in compensation if it is required to perform additional work due to changes in Client decisions or Client's failure to make decisions in a timely fashion. Services or tasks beyond those set forth in the Scope of Services (including but not limited to, revisions due to adjustments in the project scope, quality, or budget) are considered "Additional Services" and will be billed at RETTEW's standard hourly rates, unless the parties agree otherwise in a change order or amendment to this Agreement.

b. If Additional Services are requested, RETTEW will provide Client with a change order or amendment to this Agreement to memorialize the parties' obligations regarding the Additional Services. RETTEW reserves the right to refuse to perform Additional Services until it receives written approval of the change order or amendment from the Client. If RETTEW does not receive such written approval in a timely manner, the project schedule could be impacted.

16. Work Product and Intellectual Property. Conditioned on full payment of amounts owed to RETTEW, RETTEW grants Client physical ownership of the Deliverables, and a royalty-free, nontransferable license to use the Deliverables solely for the Project. RETTEW retains all other intellectual property rights in the Deliverables and the intellectual property rights in any other document reduced to tangible form by RETTEW in furtherance of this Agreement. The Deliverables may not be used on any other projects or to complete the Project without RETTEW's consent, which will not be unreasonably withheld. Use of the Deliverables (or the data contained therein) in a manner that is contrary to this paragraph, or any alteration or modification of the Deliverables (or the data contained therein), is at Client's sole risk. Client agrees to defend, indemnify and hold RETTEW harmless from any liability for damages arising from such use, alteration or modification. Payment of all sums due in accordance with the terms of this Agreement is a condition precedent to Client's ownership or use of the Deliverables. Client shall consult with RETTEW before interpreting or clarifying the Deliverables.

17. Miscellaneous. There are no third party beneficiaries of this Agreement. There are no understandings or agreements concerning this Project except as expressly stated herein. These Terms cannot be modified, altered, abridged, rescinded or supplemented by any unilateral statement or writing of either party. These Terms control over any subsequent writings, unless specifically and explicitly agreed to by both parties, in

writing. If the Client directs RETTEW to initiate Services before execution of an agreement, these Terms will govern the engagement, unless subsequently agreed by the parties in writing. Neither party may assign this Agreement without the other party's written consent, which shall not be unreasonably withheld. If any provision hereof is deemed invalid or unenforceable, the other provisions shall remain in full force and effect, and binding upon the parties hereto. RETTEW may withdraw or revise the proposal if the Agreement is not executed by Client within 60 days of receipt.

18. CONSTRUCTION SERVICES (If included in Scope of Services)

18.1 RETTEW offers construction observation and construction administration services, but does not offer construction management or construction inspection services. (Construction management services are offered by RETTEW's affiliate, RETTEW Field Services, Inc.) RETTEW shall become generally familiar with the progress and quality of that portion of the work within the Scope of Services to determine, in general, if such work is being performed in a manner indicating that such work, when fully completed, will be in accordance with the construction documents. RETTEW shall not be required to make exhaustive or continuous on-site visits to observe the quality or quantity of such work. RETTEW's services do not include supervision or direction of the actual work of the contractor, its employees, agents or subcontractors. Client agrees to notify the contractor accordingly. The contractor shall also be informed by Client that neither the presence of RETTEW's field representative nor the observation by RETTEW shall excuse the contractor for defects or omissions in its work.

18.2 RETTEW shall not be responsible for any contractor's schedules or failure to carry out the work in accordance with the construction documents. RETTEW shall not have control over or charge of acts or omissions of any contractor, subcontractor, or their agents or employees, or of any other persons performing portions of the construction work.

18.3 Client agrees that its contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performances of the work, and that these requirements will apply continuously and not be limited to normal working hours. Any observation of the contractor's performance conducted by RETTEW's personnel will not include review of the adequacy of the contractor safety measures in, on or near the construction site. RETTEW is not responsible for any contractor's failure to observe or comply with the Occupational Health and Safety Act of 1970, and regulations or standards promulgated thereunder, or any state, county, or municipal law or regulation of similar import or intent.

18.4 If expressly required under the Scope of Services to do so, RETTEW shall review contractors' submittals within 10 business days of their submission, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by any contractor, all of which remain the responsibility of the contractor. RETTEW's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures and RETTEW does not check or review the methods by which the contractor intends to execute the design. A recommendation for payment shall not be construed as permitting any departure from the contract between Client and the contractor or the construction documents, and the contractor shall remain responsible for any error in details, dimensions or otherwise that may exist. RETTEW's review and acceptance of shop drawings or submittals does not constitute approval or acceptance of design changes contained therein unless the contractor has specifically informed RETTEW in writing of such deviation at the time of the submittal and (1) RETTEW and Owner have given written approval to the specific deviation as a prior change in the work, or (2) a change order has been issued authorizing the deviation. When professional certification of performance characteristics of materials, systems or equipment is required by the construction documents, RETTEW shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the construction documents.

18.5 If the Scope of Services includes RETTEW's review of contractors' requests for payment, then such services shall be conducted in the following manner. Unless otherwise agreed in writing, RETTEW shall, within 10 business days from the date of receipt by RETTEW, review and evaluate such requests for payment based upon RETTEW's observations of the work and give Client its recommendations regarding such request. RETTEW's recommendations shall constitute a statement to Client as of the date of the contractor's request, that: (a) the work has progressed to the point indicated; and (b) that to the best of RETTEW's knowledge, information and belief, the quality of the work is consistent with the construction documents prepared by RETTEW and there are no known defects or deficiencies in the work for which Client should withhold payment under applicable law. The foregoing statements shall be interim only, shall be subject to an evaluation of the completed work compared to the construction documents, if requested by Client, and do not guarantee against minor deviations from the construction documents as of the date of the review.



Mount Joy Borough Codes Department

21 E Main St, Mount Joy, PA 17552

12/27/23

12/27/2023

Mount Joy Borough Council

RE: PC23-03
Janus School
205 Lefever Rd
Mount Joy, PA 17552

To The Honorable Members,

The Mount Joy Borough Planning Commission has reviewed the land development application labeled as PC23-03 for the Janus School, 205 Lefever Rd, Mount Joy and the recommendation has been made to approve the application with the condition that all outstanding items on any review letter be resolved.

I have been instructed to submit this letter on behalf of the Mount Joy Borough Planning Commission.

Respectfully,

X 

Duane J Brady Jr, Mount Joy Borough
Codes, Zoning, & Stormwater Admin
Building Code Official #007261
Certified Zoning Officer #C246972

MOUNT JOY BOROUGH

Lancaster County, Pennsylvania



APPLICATION FOR CONSIDERATION OF A SUBDIVISION AND/OR LAND DEVELOPMENT PLAN

The undersigned hereby applies for approval under Chapter 240, Subdivision and Land Development, of the Code of the Borough of Mount Joy for the Plan submitted herewith and described below:

For Mount Joy Borough Use Only

Mount Joy Borough File No:

Date of Receipt/Filing:

Plan & Project Information

Plan Name: Land Development Plan for Janus School Building Renovations	
Plan No: 07-146.3	Plan Date: 9/5/23
Location: 205 Lefever Road, Mount Joy, PA 17552	
Property Owner: The Janus School	
Owner Address: 205 Lefever Road, Mount Joy, PA 17552	
Telephone Number: 717-653-0025	
Email: jgillespie@thejanusschool.org (Janet Gillespie)	
Deed Reference: Deed Book 5125 Page 502	Tax Parcel No: 4503162600000
Applicant (if not landowner):	
Applicant Address:	
Telephone Number:	
Email:	
Firm Which Prepared Plan: David Miller/Associates, Inc.	
Firm Address: 1076 Centerville Rd., Lancaster PA, 17601	
Telephone Number: 717-898-3402	
Person Responsible For Plan: William Swiernik	
Email: Bswiernik@dmai.com	
Plan Type: <input type="checkbox"/> Sketch Plan	
<input type="checkbox"/> Preliminary Plan <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Land Development <input type="checkbox"/> Lot-Line Change Plan	
<input checked="" type="checkbox"/> Final & Preliminary/Final Plan <input type="checkbox"/> Lot-Line Change Plan (expedited)	
<input type="checkbox"/> Improvement Construction Plan	
Description: Building Expansion (3 Areas) with Revised Loading	
Total Acreage: 30.354 Acres / 29.594 (Net Acres)	
Zoning District: NC Nieghborhood Commercial and MDR Medium Density Residential	
Is/was a zoning variance, special exception or conditional use approval necessary? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	
If yes, please attach Zoning Hearing Board Decision.	

			Proposed Lots and Units			
	# of Lots	# of Units		# of Lots	# of Units	
Total #			Mixed Use			
Commercial			Single Family Detached			
Industrial			Multifamily			
Institutional	1	0	Other			
Total Square Feet of Ground Floor Area (building footprint):			24,321 Ex. + 1,929 Prop. = 26,250 Total			
Total Square Feet of Existing Structures (all floors):			24,321 S.F.			
Total Square Feet of Proposed Structures (all floors):			1,929 S.F.			
Total Square Feet (or Acres) of Proposed Parkland/Other Public Use:			0 S.F.			
Linear feet of new street:			0 S.F.			
Identify all street(s) not proposed for dedication:			No new streets are proposed.			

NOTES:

1. All units of occupancy shall be provided with a complete water supply system which shall be connected to the Borough's water supply system in accordance with the requirements of Council, the Authority and DEP.
2. All units of occupancy shall be provided with a complete sanitary sewer system, which shall be connected to the Borough's sanitary sewer system in accordance with the requirements of Council, the Authority and DEP.
3. The final plan application shall include a statement from the Authority indicating the approval of plans for design, installation, and possible financial guarantees.
4. Applicants shall comply with all plan processing procedures of the County Planning Commission. It is the responsibility of the applicant to determine the requirements of the County Planning Commission, including, but not limited to, the number of copies which must be submitted and the filing fee.
5. The final plan or preliminary/final plan shall be recorded in the office of the Recorder of Deeds in and for Lancaster County.

Submission Requirements

Planning Commission Meeting: 2nd Wednesday of the month, 7:00 PM

Deadline: 2nd Wednesday of the month prior to meeting

Preliminary and Preliminary/Final Plans:

- Three (3) copies of preliminary plan, 24" x 36"
- Six (6) copies of the preliminary plan, 11" x 17"
- Two (2) copies of all reports, notifications, and certifications that are provided on the Plan, including Storm Water Management Plans and calculations.
- One (1) copy of the application form completely and correctly executed, with all information legible, and bearing all required signatures.
- The required filing fee as established from time to time by resolution by the Council.
- An electronic copy of the plan and all supporting documents in PDF format.
- All other items listed under Article VII, Plan Requirements.

Signature of Applicant

Date

Printed Name

Signature of Landowner
(If different than above)

Date

Printed Name



3020 Columbia Avenue, Lancaster, PA 17603 • Phone: (800) 738-8395
E-mail: rettew@rettew.com • Website: rettew.com

We answer to you.

January 9, 2024

Mark G. Pugliese, Manager
Mount Joy Borough
21 East Main Street
Mount Joy, PA 17552

Engineers
Environmental
Consultants
Surveyors
Landscape
Architects
Safety
Consultants

RE: Janus School – 205 Lefever Road
Preliminary/Final Land Development Plan
Review No. 2
RETTEW Project No. 0296100262

Dear Mark:

We have completed our review of the above-referenced plan as prepared by David Miller/Associates, Inc. Our review was of the following information:

1. Twelve Land Development Plan sheets dated September 5, 2023, revised November 22, 2023
2. PCSM report dated October 10, 2023, revised December 14, 2023
3. Wetlands Study Report dated November 30, 2023
4. Construction Cost Opinion dated December 15, 2023
5. Miscellaneous Supporting Documentation.

We offer the following comments for your consideration:

SUBDIVISION AND LAND DEVELOPMENT

1. The date, final action, and conditions of approval by the Board of Supervisors on any approved waiver requests need to be included on the plan (§ 240-64. D.6).
2. All certificates need to be completed prior to recording the plan (§ 240-64.E).

STORMWATER MANAGEMENT

1. Financial security in the amount of **\$12,749.00**, and a financial security agreement need to be provided (§ 226-60).
2. An Ownership and Maintenance program, in a recordable form acceptable to the Borough that clearly sets forth the ownership and maintenance responsibilities for all temporary and permanent stormwater facilities, needs to be provided (§226-61, §226-62).
3. Evidence of approval of the Erosion and Sedimentation Control Plan from the Lancaster County Conservation District needs to be provided (§226-45.B, 226-2.D).
4. All certificates need to be completed prior to approval of plans.

Should you have any questions, or require additional information, please feel free to contact us at any time.

Sincerely,



Kara Kalupson, RLA

copy: Mark G. Pugliese, Manager (manager@mountjoypa.org)
Duane Brady, Zoning (zoning@mountjoypa.org)
Janet Gillespie, The Janus School, (jgillespie@thejanusschool.org)
William Swiernik, David Miller/Associates, Inc., (Bswiernik@dmai.com)

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OF COUNSEL
WILLIAM C. CROSSWELL
RANDALL K. MILLER

November 9, 2023

VIA EMAIL

Mark G. Pugliese I, Borough Manager
Mount Joy Borough
21 East Main Street
Mount Joy, PA 17552

Re: Land Development Plan for Janus School Building Renovations
Our File No. 16724

Dear Mark:

I have been provided with a copy of the Land Development Plan for Janus School Building Renovations (the "2023 Plan"). The Janus School owns a tract of land on the east and west sides of Lefever Road identified as 205 Lefever Road (the "Property"). The Property contains approximately 29.5 acres, and all of the development is on the east side of Lefever Road. The 2023 Plan indicates that the source of title of the Property is a deed recorded at Record Book 5126, Page 502. This letter will set forth comments on the Plan and documentation which would be desirable.

The deed at Record Book 5126, Page 502, conveyed a 57 acre tract to the Janus School. The Janus School recorded subdivision plans at Subdivision Plan Book J-219, Page 115, which subtracted the land fronting on Main Street and at Document No. 5828279-J which subdivided 1 area at the east which was joined in common with the shopping center fronting on Main Street and is currently the location of the Giant supermarket. Janus School recorded land development plans at Subdivision Plan Book J-195, Page 47, and Subdivision Plan Book J-199, Page 25, for the school building and the storm water management facilities serving the school building shown on Sheet 3 of the Plan. There were no storm water management agreements or any type of operation and maintenance agreements recorded in connection with those two land development plans. There was a Storm Water Management Agreement and Declaration of Easement recorded at Document No. 5706337 in connection with the relatively minor improvements set forth on the plan recorded at Subdivision Plan Book J-233, Page 104.

In connection with the plan recorded at Document No. 5828279-J, the Janus School was a party to a Storm Water Management Agreement and Declaration of Easement recorded at Document No. 5833060. Storm water management facilities, including grading, serving the Giant supermarket are located on the land held by the Janus School within the area identified as

Mark G. Pugliese I, Borough Manager

November 9, 2023

Page 2

“landscaping and storm water management easement (BOC No. 5833062 Plan No. 5828279-J)” on Sheet 3 and other sheets of the 2023 Plan.

In order to address the operation and maintenance of the substantial existing storm water management facilities and whatever adjustments to those facilities are proposed by the 2023 Plan, I recommend that there be a new Storm Water Management Agreement which requires the Janus School to maintain all of the existing and proposed storm water management facilities on the Property other than those serving the Giant supermarket which would be maintained in accordance with the easement recorded at Document No. 5833062 and the Storm Water Management Agreement recorded at Document No. 5833060. The new Storm Water Management Agreement would state that it replaces the Storm Water Management Agreement recorded at Document No. 5706337. That will address the outstanding issues related to storm water management and long-term maintenance. Manufacturers and Traders Trust Company holds two mortgages against the Janus School Property, so there would have to be a Joinder by Mortgagee for Manufacturers and Traders Trust Company.

I do not have any other comments relating to the Plan. If you have any questions, please contact me.

Very truly yours,

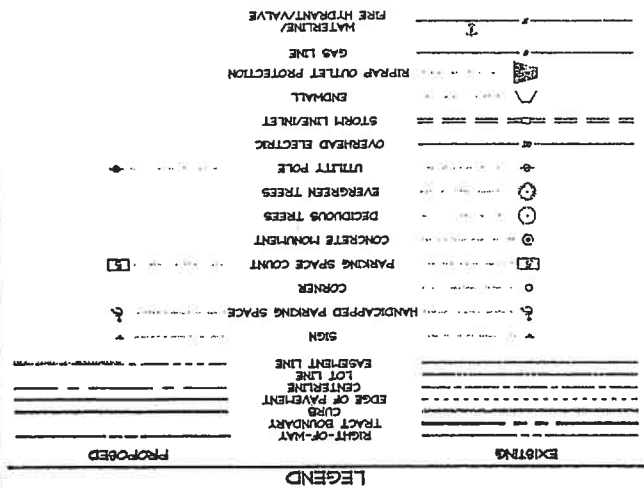
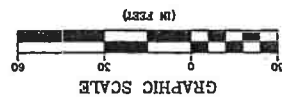


Josele Cleary

JC:sle

MUNI\16724-3(8)\231108\71

cc: Duane J. Brady, Jr., Codes, Zoning and Storm Water Administrator (via e-mail)
Kara Kalupson, MS4 Coordinator (via e-mail)
William M. Swiernik, RLA ASLA (via e-mail)



**MOUNT JOY CIVIL SERVICE COMMISSION 2023 ANNUAL REPORT
To
MOUNT JOY BOROUGH COUNCIL**

1. Mount Joy Civil Service Commission Members and Duties

Jay M Mueller Jr - Chair, Joanne Pinkerton - Vice Chair

Ferne Silberman - Secretary, David Eichler - Alternate

2. Dates Commission met and summary of business agenda

January 23, 2023

- a. Discussed the need for an alternate Commissioner or two.
- b. It was decided to upgrade The Civil Service Rules and Regs

August 28, 2023

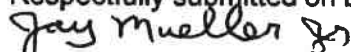
- a. Commission reviewed Rules and Regs and determined Councilor David Eichler qualifies and would be asked to serve as an Alternate Commissioner.
- b. On the 23rd of May 2023, Commissioners Joanne Pinkerton, Ferne Silberman and Jay Mueller attended an all day Police Civil Service Training Session in Horsham, Pa,
- c. Joanne, Ferne and Jay met in Executive Session on Aug 23, 2023 to discuss our training and to make possible changes to the Mount Joy Rules and Regs, which will be proposed at our next public meeting on August 28, 2023.
- d. We approved the changes to the Mount Joy Civil Service Rules and Regs. The changes were a blend of Chief Goshens and the Commissioners, and will be submitted to the Solicitor and then to the Mount Joy Borough Council for approval .

November 27, 2023

- a. Chief Goshen reviewed the most recent Consortium hiring list with the Commission indicating 4 candidates had the Act120 certification, however, 1 did not apply, 1 too far to travel and 1 not a good fit which left a list of 1 candidate. The Commission voted to certify the list of 1.
- b. We asked Chief Goshen to talk to the Borough Solicitor about submitting the changes to the Rules and Regs for review.

3. Our only expense for 2023 was \$450.00, the cost of the CSC Training at Horsham.Pa.

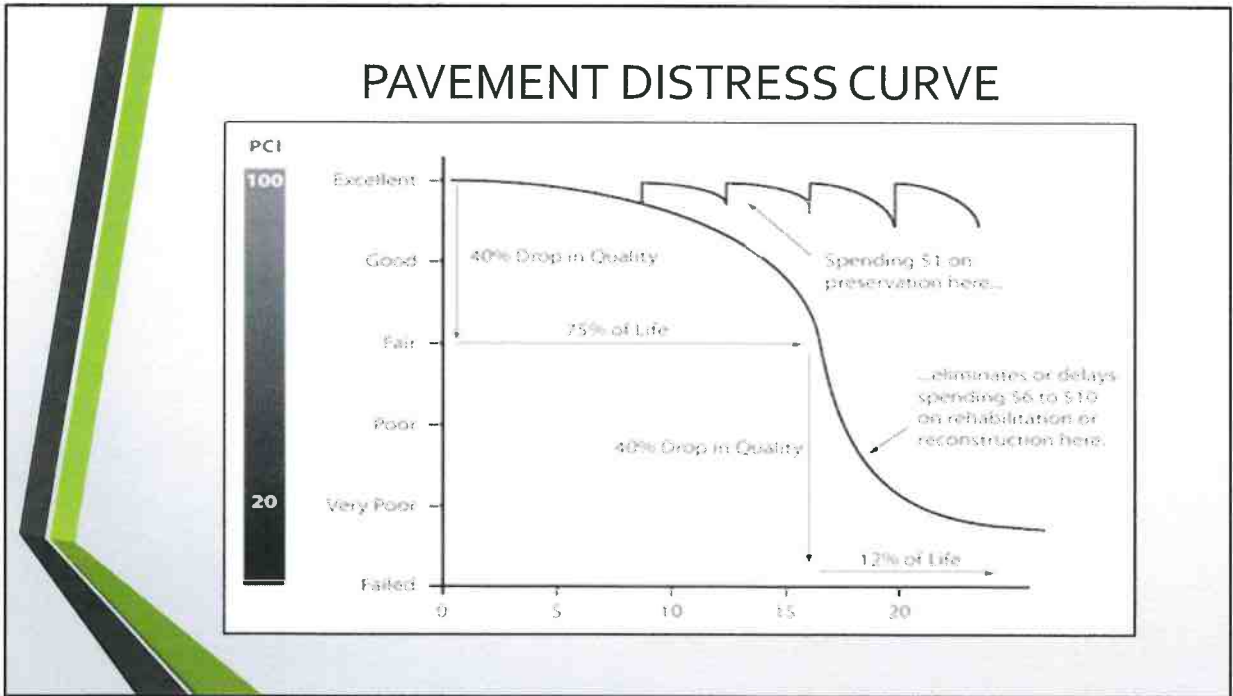
Respectfully submitted on behalf of the Mount Joy Civil Service Commission:


Jay Mueller Jr, Chair

14a



1



2

Pavement Distress Types

- **Fatigue (Alligator) Cracking**

- Fatigue cracking is caused by excessive deflection of the pavement, saturated bases or subbase, and/or repeated loads that exceed the load carrying capacity of the pavement.



- **Longitudinal Cracking**

- Center line or lane cracks are caused by inadequate bonding during construction or reflect cracks in underlying pavement. Longitudinal cracks in the wheel path indicate fatigue failure from heavy vehicle loads. Cracks within one foot of the edge are caused by insufficient shoulder support, poor drainage, or frost action.



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Pavement Distress Types cont.

- **Transverse Cracking**

- A crack at approximately right angles to the center line is a transverse crack. They are often regularly spaced. The cause is movement due to temperature changes and hardening of the asphalt with aging. If not properly sealed and maintained, secondary or multiple cracks develop parallel to the initial crack. The crack edges can further deteriorate by raveling and eroding the adjacent pavement.



- **Rutting**

- Rutting is displacement of material, creating channels in wheel paths. It is caused by traffic compaction or displacement of unstable material. Severe rutting (over 2") may be caused by base or subgrade consolidation.



4

Pavement Distress Types cont.

- **Patching**

- Original surface repaired with new asphalt patch material. This indicates a pavement defect or utility excavation which has been repaired. Patches with cracking, settlement or distortions indicate underlying causes remain.



5

Types of Roadway Repairs

Crack sealing - a method in which hot sealant is applied to working cracks to prevent water intrusion.

Base Repair - includes the removal and replacement of old pavement, base material and subgrade

Seal Coat and Fog Seal - this method builds up the roadway with a stone layer and seals cracks to prevent water from penetrating the surface while expanding the overall roadway life

Widening - Expanding existing cart way width due to traffic, installation of sidewalks, or for better drainage

Mill, Fabric, & Overlay - a paving method of milling existing edges, applying a pavement fabric for strength, and applying a new layer of asphalt to a deteriorating surface.

Reconstruction / FDR - total rehabilitation of existing roadway. (Full Depth Reclamation)

6

What We've Been Doing		
2016		
Bridge Blvd.	FDR/CSBC/SW/Pave	\$181,188
W. Henry St.	FDR/CSBC/SW/Pave	\$114,790
Old Market St.	Leveling/Borough & MJT Forces	\$12,419
Bruce Ave.	Seal Coat	<u>\$13,981</u>
	2016 Total	<u>\$322,378</u>
	SY Total	<u>9188.4</u>
2017		
S. Plum St.	Mill/Fabric/Scratch/Overlay	\$91,213
Old Market St.	Overlay/Borough & MJT Forces	<u>\$7,084</u>
	2017 Total	<u>\$98,297</u>
	SY Total	<u>8483.6</u>

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What We've Been Doing		
2018		
N. Plum St.	FDR/CSBC/Swale/Pave	\$88,261
Pleasure Rd. to Borough Line/MJT and Borough Joint Project		
New Haven St. FDR/CSBC/Pave		<u>\$108,010</u>
	2018 Total	<u>\$196,271</u>
	SY Total	<u>5859</u>
2019		
	Sidewalk discussions /Misc. Patching and repairs	
2020		
Park Ave.	Seal Coat	
Church St.	Seal Coat	<u>\$61,594</u>
	2020 Total	<u>\$61,594</u>
	SY Total	<u>34,393</u>

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What We've Been Doing			
2021			
Florin Ave. Rose Petal Ln.	Seal Coat		
Arbor Rose Ave. Peace Ave.	Seal Coat		\$97,195
Springville Rd/Cedar Ln.	Fabric/Overlay		\$35,580
	2021 Total		\$132,775
	SY Total		29,566.6
2022			
Pinkerton Rd.	Total Recon/SW/Repave		\$1,490,205
N. Angle St.	FDR/CSBC/Pave		
Water St-N. Angle to park	"		
Bernhard Ave.	"		\$631,811
	2022 Total		\$2,122,016
	SY Total		15,646.4

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What We've Been Doing			
2023			
Wood St.	FDR/CSBC/M&O/Fabric/Pave		\$608,386
Farmington Way	Seal Coat		
Charlan Blvd.	Seal Coat		\$57,498
	2023 Total		\$665,884
	SY Total		25,190.2
Eight Year Total			\$3,599,215
Average Per Year for past 8 years			\$449,902
Eight Year SY Total			128,327.2
Average SY Per Year for past 8 years			16,040.9

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2024 Maintenance Schedule

• Charter Lane	Base Repair, Fabric, Overlay	\$187,795
• School Lane		
• 772 to Pinkerton Rd	Base Repair, Fabric, Overlay	\$256,308
• Pinkerton Rd to S. Market St.	Widen, FDR, Pave	\$244,768
• S. Market St to Delta St.	Widen, FDR, Pave	<u>\$90,206</u>
	Total Costs	<u>\$779,077</u>
	Total SY	<u>13,340</u>

Funding: Borrowing	\$600,000
Highway Aid Fund	\$200,000
H/C Ramps in Borrowing	\$110,000
Engineering in General Fund	\$100,000

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2025 Maintenance Schedule

- **Due to a review of the curb and sidewalk inspection process, No inspections were completed in 2023 for the 2-year notice for 2025 Focus on Seal Coat to preserve streets that are in good condition.**

These streets are proposed for Double Seal Coat with Fog Seal:

Bailey Ln.	Taylor Ave.	Jasmine Ave.	
Ella Dr.	Bridge Blvd.	Poplar St.	
School Ln.-772 to Dead end West			
Delta St.- Marietta Ave to Dead end South			
E./W. Donegal St. – Marietta Ave. to New Haven St.			
S. Market St. – Marietta Ave. to Dead end South			\$240,904
Walnut St.	FDR, Pave		\$134,805
H/C Ramps – For 2026 N. Barbara St. project			<u>\$180,000</u>
	Total Cost with 6% inflation rate		<u>\$578,251</u>
	Total SY		<u>41,810</u>

Funding:	Borrowing \$400,000	Highway Aid	\$200,000
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2026 Maintenance Schedule

• N. Barbara St.	Base Repair, Fabric, Overlay	\$223,820
• Columbia Ave.		
• S. Market to S. Barbara	Base Repair, Fabric, Overlay	\$111,433
• These streets are proposed for Double Seal Coat and Fog Seal:		
• Blossom Trail	Columbia Ave. – Pinkerton Rd to S. Market St.	
• East Donegal Street	S. Barbara St to Longenecker Rd.	
• New Haven St.	W. Donegal St to Marietta Ave.	
• New St.	S. Barbara St. S. Melhorn Dr.	<u>\$172,822</u>
	Total Cost with 6% annual inflation rate	<u>\$570,873</u>
	Total SY	<u>35,649</u>
Funding: Borrowing	\$400,000	Highway Aid \$200,000

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2027 And Beyond

- Other Priority Streets

S. Market Ave.	FDR, Curbs, Sidewalks	Street Cost	\$350,000
H/C Ramps	\$40,000	Engineering	\$60,000
Martin Ave.	Mill, Fabric, Overlay		\$171,100
Glenn Ave.			\$145,700
Sunset Ave			\$145,240
Farmview Ln.			<u>\$48,980</u>
		Street Cost	\$510,920
H/C Ramps	\$160,000	Engineering	\$60,000
Second St, Strawberry St, Hemp St.	Re-align?, widen, FDR, Pave		\$254,649
	Engineering	\$100,000?	

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<u>2027</u>		
<u>Road Segment</u>	<u>Total SY</u>	<u>Total Cost</u>
MARKET AVE (from Wood to DSR)	3,593.3 \$	347,655.00
FRANK ST	3,276.0 \$	13,960.00
N MARKET ST	11,234.7 \$	110,498.00
OLD MARKET ST (from 772 to Borough Line)	1,706.7 \$	7,269.00
OLD MARKET ST (from N Market to 772)	2,347.2 \$	15,050.00
BRUCE AVE	3,170.0 \$	20,289.00
Total as of January 2, 2023	25,327.9 \$	514,721.00
Seal Coat & Fog Seal		
Full Depth Reclamation	Total with 6% annual inflation rate \$	613,039.21
Mill & Overlay		

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<u>2028</u>		
<u>Road Segment</u>	<u>Total SY</u>	<u>Total Cost</u>
RICHLAND LN	3,650.0 \$	106,398.00
MIDWAY RD	3,282.9 \$	95,696.00
Strawberry St	404 \$	29,290.00
Hemp St	296 \$	37,222.00
2nd St	1522 \$	191,419.44
S PLUM ST (from Wood to DSR)	6,776.9 \$	28,863.73
HILL ST (from N Angle to Orchard)	1,972.0 \$	8,413.05
HILL ST (from N Plum to N Angle)	1,870.0 \$	7,977.89
GRANDVIEW CIR	1,182.4 \$	5,035.56
Total as of January 2, 2023	20,956.2 \$	510,315.67
Seal Coat & Fog Seal		
Full Depth Reclamation	Total with 6% annual inflation rate \$	644,261.41
Mill & Overlay		

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		<u>2029</u>	
<u>Road Segment</u>	<u>Total SY</u>	<u>Total Cost</u>	
SUNSET AVE	1,580.0	\$	50,718.00
FARMVIEW LN	5,519.3	\$	177,170.60
MARTIN AVE (from Florin to Farmview)	3,581.3	\$	110,424.44
MARTIN AVE (from dead end to Florin)	2,100.0	\$	38,850.00
GLENN AVE (from DSR to Martin Ave)	1,000.0	\$	32,100.00
GLENN AVE (from Florin to Blossom Trail)	2,220.0	\$	118,770.00
DETWILER AVE	3,391.7	\$	44,770.00
CONCORD ST	2,119.4	\$	27,976.66
MOUNT JOY ST	5,294.7	\$	69,889.60
N JACOB ST	1,766.7	\$	23,361.34
Total as of January 2, 2023	28,573.1	\$	694,030.64
Seal Coat & Fog Seal	Total with 6% annual inflation rate	\$	928,769.55
Full Depth Reclamation			
Mill & Overlay			

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OF COUNSEL
WILLIAM C. CROSSWELL
RANDALL K. MILLER

January 22, 2024

VIA EMAIL

Michael S. Grab, Esquire
Nikolaus & Hohenadel, LLP
327 Locust Street
Columbia, PA 17512-1120

Re: William and Jean Reuter/209 Old Market Street
Our File No. 16724-3

Dear Mike:

Mount Joy Borough (the "Borough") and your clients William Reuter and Jean Reuter ("Landowners") have an on-going disagreement relating to the storm water management facilities, including a swale, located on the lot identified as 209 Old Market Street (the "Property"). As you are aware, it is the position of the Borough that the Borough is responsible to maintain the storm water management facilities within the easement granted to the Borough recorded at Deed Book M, Volume 93, Page 464 (the "Borough Easement"). It is also the Borough's position that the Borough has no responsibility to maintain the swale which is located within the storm drainage easement shown on the plan which created the Property recorded at Subdivision Plan Book J-158, Page 85 (the "1988 Plan"), which is expressly referenced in Landowners' deed recorded at Record Book 5567, Page 374.

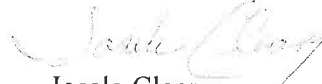
For settlement purposes only, and as a gesture of good faith to resolve the existing dispute between Landowners and the Borough, the Borough is willing to enter on the Property and re-create the swale in the easement created by the 1988 Plan. After the swale is re-established, Landowners and successor owners of the Property will be responsible to maintain that swale in the restored condition. The 1988 Plan at Note 6 expressly states, "Maintenance of all drainage swales, detention basins and easements shall be the responsibility of the individual lot owners." Section 226-65 of the Borough Storm Water Management Ordinance also requires lot owners to maintain storm water management facilities existing on their lots. The Borough will only maintain storm water management facilities within the Borough Easement.

Please confirm that Landowners will allow the Borough's representatives to enter the Property and restore the swale to its design condition. Please confirm that Landowners understand that in accordance with Note 6 of the 1988 Plan and Section 226-65 of the Storm Water Management Ordinance, Landowners and their successors and assigns shall be responsible to

Michael S. Grab, Esquire
January 22, 2024
Page 2

maintain the swale in its restored condition. This includes, but it is not limited to, maintaining the existing grade of the swale, not depositing items or grass clippings in the swale, and preventing erosion.

Very truly yours,


Josele Cleary

JC:sle
MUNII\16724(30c)\240122\71

cc: Mark G. Pugliese I, Borough Manager (via email)

141

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January 31, 2024

VIA EMAIL ONLY jcleary@mhck.com

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Morgan, Hallgren, Crosswell & Kane, P.C.
P.O. Box 4686
Lancaster, PA 17604-4686

RE: WILLIAM AND JEAN REUTER
209 OLD MARKET STREET
STORMWATER SWALE
PROPOSED RESOLUTION

Dear Josele:

Thank you for your correspondence of January 22, 2024 in connection with the above-captioned matter.

My clients have reviewed the proposed settlement set forth in your correspondence, and are willing to agree to the terms as proposed therein. For purposes of clarity, my understanding is that the terms of the proposed resolution are as follows:

1. The Borough will be granted permission to enter onto the Reuter Property and recreate the swale in the Easement area created by the 1988 Plan.
2. The Borough agrees to be responsible for all work required in connection with re-creation of the swale as described in the 1988 Plan, including any required engineering review and site work to occur on the Reuter Property.
3. After the swale has been reestablished by the Borough, the Landowners of the Reuter Property and all successor owners will be responsible to maintain the reestablished swale in the restored condition. The Reuters acknowledge that §226-65 of the Borough Stormwater Management Ordinance generally requires that lot owners maintain stormwater management facilities existing on their lots, if such facilities have not been dedicated to the Borough, or are otherwise not maintained by a homeowners association.

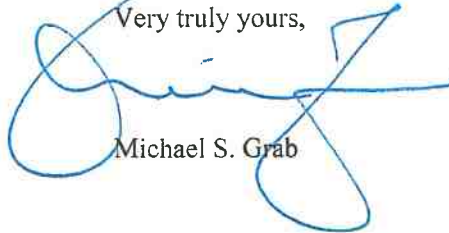
Josele Cleary
January 31, 2024
Page 2

The Reuters request that the Borough provide notification to them in advance of the commencement of work on the Reuter Property for the swale restoration as described herein.

We thank the Borough for its agreement to resolve this matter in a reasonable fashion satisfactory to both parties.

Please let me know if there is any additional information that you need with regard to this matter.



Very truly yours,

A handwritten signature in blue ink, appearing to read "Michael S. Grab", is written over the typed name. The signature is stylized with a large loop at the beginning and a long horizontal stroke.

Michael S. Grab

MSG/orm
Enclosure
Cc: William and Jean Reuter

February 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
4	5 Council 7 PM	6 Authority 4 PM	7	8	9 	10
11	12 Public Works 6:30 PM Building AdHoc 5:30PM	13 Parks & Rec 6:30 PM	14 Plan. Com. 7 PM Valentines Day ♥	15	16	17
18	19  OFFICE CLOSED	20 Authority 4 PM	21	22 Admin / Finance 6:30 PM	23	24
25	26 Civil Service Com. 5:30 PM (as needed) Public Safety 6:30 PM	27	28 ZHB 7 PM	29		