

Police Activity Statistics

2024

	Citation Charges	Criminal Charges	Incidents	Total Incidents YTD	Total Incidents Previous YTD
Jan	24	25	596	596	825
Feb					1,454
Mar					2,129
Apr					2,801
May					3,483
June					4,163
July					4,881
Aug					5,615
Sept					62,001
Oct					6,735
Nov					7,222
Dec					7,723
TOTAL					7,723

8bi

New Detective Cases-January 2024

	2016	2017	2018	2019	2020	2021	2022	2023	2024
January	6	7	5	3	4	2	2	18	9
February	6	9	5	3	7	2	0	12	
March	6	8	7	7	6	2	8	12	
April	8	6	6	4	6	3	5	12	
May	2	3	14	5	7	2	2	12	
June	2	7	3	10	5	5	1	13	
July	3	20	12	4	9	4	4	7	
August	12	7	3	3	6	5	2	4	
September	4	6	4	3	7	5	7	4	
October	13	7	6	6	9	5	6	9	
November	10	7	4	10	1	6	14	3	
December	10	9	4	3	5	2	15	4	

Active Cases	30
Cases at District Attorney's Office	8
Inactive Cases	0



MOUNT JOY POLICE DEPARTMENT

Calls for Service
Year 2024 January

Code	Call for Service	Totals
0613	THEFT SHOPLIFTING	1
0614	THEFT FROM VEHICLE (INSIDE)	1
0619	THEFT ALL OTHERS	5
1130	FRAUD ALL OTHERS	5
1440	CRIMINAL MISCHIEF ALL	2
1711	SEX OFFENSE ALL OTHERS	2
1810	DRUG POSSESSION OFFENSE	1
2020	FAMILY OFF-CHILD ABUSE	5
2040	FAMILY OFFENSES - DOMESTIC	9
2111	DUI-ALCOHOL/UNDER INFL	1
2310	PUBLIC INTOXICATION / DRUNKENNESS	2
2450	NOISE COMPLAINT	4
2485	ALARM ALL OTHERS	5
2640	MUN ORD VIOLATIONS	2
2654	DISTURBANCE	6
2657	HARASSMENT	4
4012	GAS LEAKS/EXPLOSIONS GENERAL POLICE	4
4014	OPEN DOORS/WINDOWS GENERAL POLICE	2
4018	STREET LIGHTS-OUT/REPAIRS	2
4020	SUSPICIOUS AUTO	3
4021	SUSPICIOUS ACTIVITY	9
4052	ALARM BURGLARY OR HOLDUP NON RESIDENCE	12
4100	ALARMS (FIRE ALARMS)	2
4510	UNATTENDED DEATHS	3

5004	FOUND ARTICLES	3
5008	LOST ARTICLES	1
5010	MISSING PERSON	1
5510	ANIMAL COMPLAINTS ALL	4
6008	REPORTABLE MV CRASH NO INJURIES	12
6015	REPORTABLE MV CRASH HIT & RUN	1
6016	NON REPORTABLE MV CRASH	3
6303	TRAFFIC OFFENSE ALL OTHER	9
6305	SELECTIVE ENFORCEMENT TRAFFIC	16
6308	TRAFFIC MV COMPLAINT	1
6310	TRAFFIC ENFORCE / STOP	68
6335	TRAFFIC HAZARD	4
6336	DISABLED MV	6
6511	PARKING VIOLATION COMPLAINT	9
6602	ABANDONED IMPOUND/TOWAWAY	3
6608	ESCORTS	2
7002	BUILDING CHECK	21
7008	MEDICAL ASSISTANCE	53
7010	NOTIFICATIONS	2
7014	OTH PUB SERV/WELFARE CHK	15
7015	ASSIST CITIZEN	19
7025	EMOTIONALLY DISTURBED PERSON (EDP)	11
7502	ASSISTING-FIRE DEPT	3
7504	ASSISTING-OTHER POLICE DP	9
7506	ASSISTING-OTHER AGENCIES	1
8010	WARRANTS-LOCAL	8
9002	ADMINISTRATIVE DUTIES	2
9008	COURT	5
9011	MISC MAINTENANCE RADIOS ETC	3

9012	OTHER MAINTENANCE	1
9020	POLICE INFORMATION	32
9021	TRAINING	14
9025	FIELD CONTACT INFORMATION	4
9028	FINGERPRINT	3
9029	CIVIL MATTER	1
9030	SPECIAL DETAIL ASSIGNMENT	10
9034	REPOSSESSION	2
9052	PFA INFORMATION	1
911	911 HANG UP / CHK WELFARE	1
9112	FOOT PATROL	1
9115	FOLLOW UP	98
9137	EVIDENCE DUTIES	5
9192	VEHICLE MAINTENANCE	9
9989	CALL BY PHONE	7
9999	NON-CAT DATA	20
	Grand Total	596

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 1/1/2024 to Ending Issue Date 1/31/2024

Charge Type: ARREST

Charge	Total
2701 A - SIMPLE ASSAULT	1
2701 A1 - PA TITLE 18, CS 2701(A)(1): SIMPLE ASSAULT.	1
2702 A1 - PA TITLE 18, CS 2702(A)(1): AGGRAVATED ASSAULT.	1
2709 A1 - HARASSMENT/STRIKE, SHOVE, KICK, ETC.	1
3304 A5 - CRIMINAL MISCHIEF - DAMAGE PROPERTY - SUMMARY CASE	1
3304 A5* - CRIMINAL MISCHIEF - DAMAGE PROPERTY - COURT CASE	2
3714 A - CARELESS DRIVING	1
3802 A1 - DRIVING UNDER THE INFLUENCE -GENERAL IMPAIRMENT	1
3802 B - DRIVING UNDER THE INFLUENCE-ALC - .10% TO .16%	1
3921 A - THEFT BY UNLAW TAKING-MOVABLE PROP	3
3934 A - THEFT FROM A MOTOR VEHICLE	3
4952 A1 - INTIM WIT/VICT-REFRAIN FROM REPORT	1
903 A1 - CRIMINAL CONSPIRACY ENGAGING	3
Total:	20

Charge Type: COMPLAINT

Charge	Total
2709 A1 - HARASSMENT/STRIKE, SHOVE, KICK, ETC.	3
5503 A4 - DISORDER CONDUCT HAZARDOUS/PHYSI OFF	1
5505 - PUBLIC DRUNKENNESS AND SIMILAR MISCONDUCT	1
Total:	5

MOUNT JOY POLICE DEPARTMENT

21 E MAIN ST, MOUNT JOY,
PA 17552

Phone: 717-653-1650

Fax: 717-653-0062

Citation Output By Charge

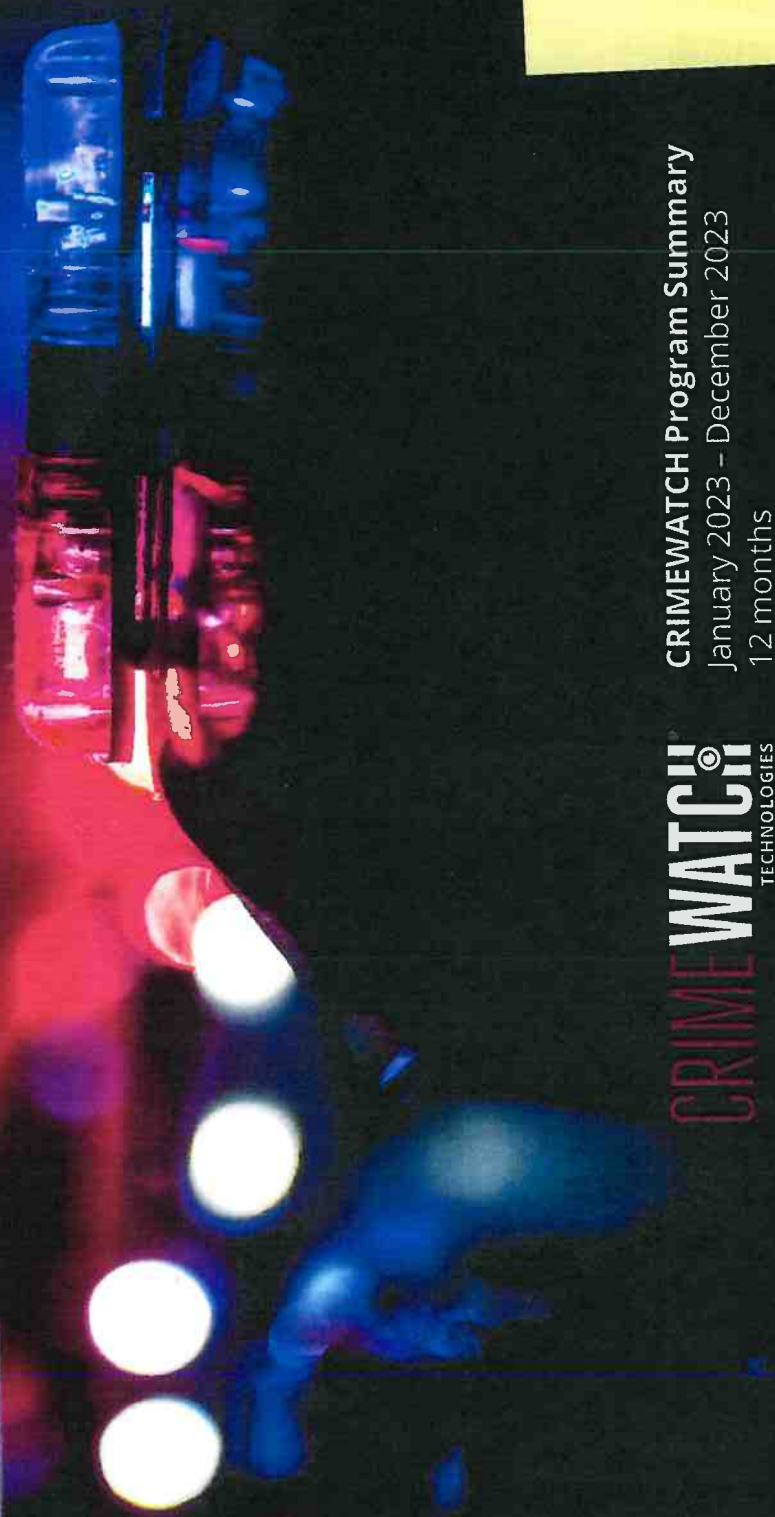
Starting Issue Date 1/1/2024 to Ending Issue Date 1/31/2024

Charge	Total
1301 A - DR UNREGIST VEH	2
1332 B1 - OBSCURED PLATES - PREVENT READING AT REASONABLE DI	1
1786 F - OPER VEH W/O REQ'D FINANC RESP	1
4303 - GENERAL LIGHTING REQUIREMENTS	1
1301 - 1301 A - Dr Unregist Veh	1
1371 - 1371 A - Veh Reg Suspended	1
1543 - 1543 A - Driv While Oper Priv Susp Or Revoked	2
3111 - 3111 A - Obedience to Traffic-Control Devices	2
3112 - 3112 A3I - Failure To Stop At Red Signal	1
3308 - 3308 A - One Way Roadways/Rotary Traffic Island	1
3310 - 3310 A - Follow Too Closely	1
3316 - 3316 A - Prohibiting text-based communications	1
3321 - 3321 B1 - Vehicle Entering Intersection/ Highways	1
3353 - 3353 A1IV - Illegal Park on Crosswalk	1
3542 - 3542 A - Fail To Yield Right Of Way To Ped	1
4702 - 4702 F - Emission Inspection Required	1
4703 - 4703 A - Operat Veh W/O Valid Inspect	4
3316 A - PROHIBITING TEXT-BASED COMMUNICATIONS	1
Total:	24



2023 CRIMEWATCH Impact Report

Mt. Joy Police Department



8 b ii

CRIMEWATCH
TECHNOLOGIES

CRIMEWATCH Program Summary
January 2023 - December 2023
12 months

Contents

Opening Letter	3
Total Engagement	4
Performance	6
Traffic Comparison	7
CRIMEWATCH Program Summary	11
CRIMEWATCH Features Released in 2023	16
CRIMEWATCH 2023 Outlook	17
CRIMEWATCH TV	18
CRIMEWATCH Marketing Material	19

CRIMEWATCH Technologies develops cutting-edge technology solutions for law enforcement agencies and the communities they serve. The company's core product is the CRIMEWATCH Network, an integrated mobile communications platform developed specifically for law enforcement agencies that allows for geographically targeted information sharing and intelligence gathering, including single-entry social media platform management. CRIMEWATCH® and the Eye Design are registered trademarks of CRIMEWATCH Technologies, Inc. ©2024 CRIMEWATCH Technologies, Inc.

CRIMEWATCH.NET

Glossary of Terms

- Group:** The term used when referring to your police department's portal on CRIMEWATCH.
- Impressions:** How many times your content appeared in a social feed, even if the viewer was not directly connected to your department. For example, if a follower on Facebook or Twitter sees a post that interests them and shares that post to their personal page, each time that post is seen is an "impression". Users do not have to follow your page or live locally to interact with your content and generate "impressions".
- Total Visits:** The number of unique devices/people that visited your CRIMEWATCH portal. These visits come from social media, search results, and/or news media articles linking back to your portal. Good headlines, photos, videos, mugshots and sharing CASES asking for assistance (tips) are a great way to build visits. Posting incidents with only text summaries and no photos is proven to generate less engagement and fewer total visits.
- Actions:** "Actions" are a measure of engagement on the CRIMEWATCH portal itself. When someone visits, are they clicking through to see more content? Are they submitting tips, making contact, etc.? All these additional clicks are summarized by using the category "Actions". A good relative metric is to see a higher count of actions than visits, indicating a strong level of engagement when your audience visits the portal
- Content:** The comprehensive total of everything you share. This includes, Arrests, Warrants, Incidents, Cases, New Posts, etc.
- Subscribers/Members:** The total number of users receiving real-time notifications (emails). This number includes all local media subscribers as well. This does not include mobile users that follow your group or mobile users that have push notifications enabled for your group.



Nationwide Reach

Thank you for your ongoing dedication to the growth of the CRIMEWATCH Network, which is now being utilized nationwide. Your active involvement is crucial to our continued success. The time and effort you invest in engaging your community through CRIMEWATCH, has created such a strong foundation that any new police department joining gets the immediate amplification needed to see results.

With numerous changes in 2023 and more anticipated in 2024, your role remains pivotal.

Thanks for another year of partnership—your efforts truly do make a difference.

The CRIMEWATCH Team

M.W. Bloom
Founder, CEO

matt@crimewatch.net
717-880-8849

TOTAL ENGAGEMENT

2023 Highlights

28,505



Visits

182,823



Actions

48



Total Webform Engagements

587



Subscribers

7,909

Total Service Population

16

Total Tips to CRIMEWATCH

138

Total Content Created

0

Total Facebook Impressions

0

Total Facebook Likes/Followers

TOTAL ENGAGEMENT

2023 Visits, Tips, and Content

Please Note: While visually similar, each chart is set to a different scale. Please refer to the labels for accurate figures.

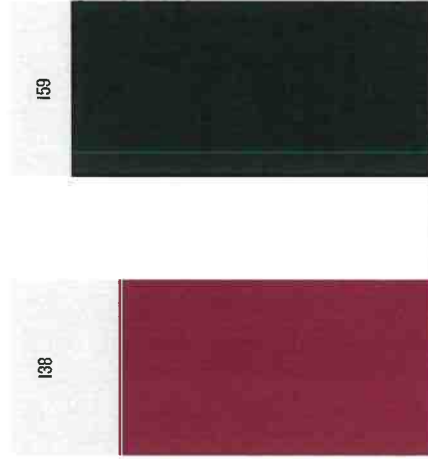
Visits



Tips



Content



2023 Content and Users



138

Total Content

Content Count by Top Users

nicole.scordo@mjbpd.org.....	83
diana.ellis@mjbpd.org.....	54
scott.drexel@mjbpd.org.....	1

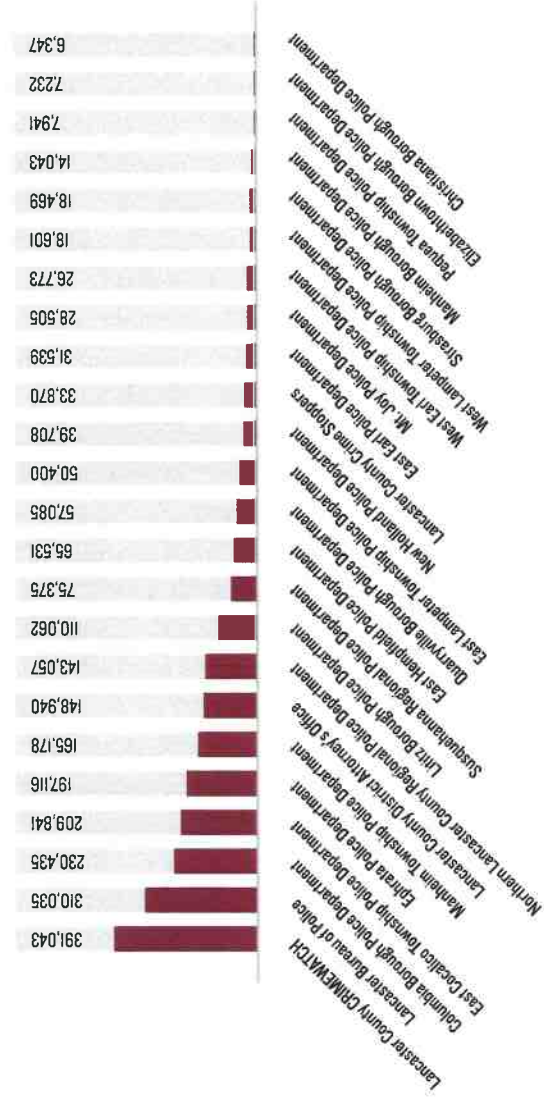
Content Type Count

112	Arrests
0	Incidents
24	Posts
0	Warrants
1	Cases
1	Broadcasts



PERFORMANCE

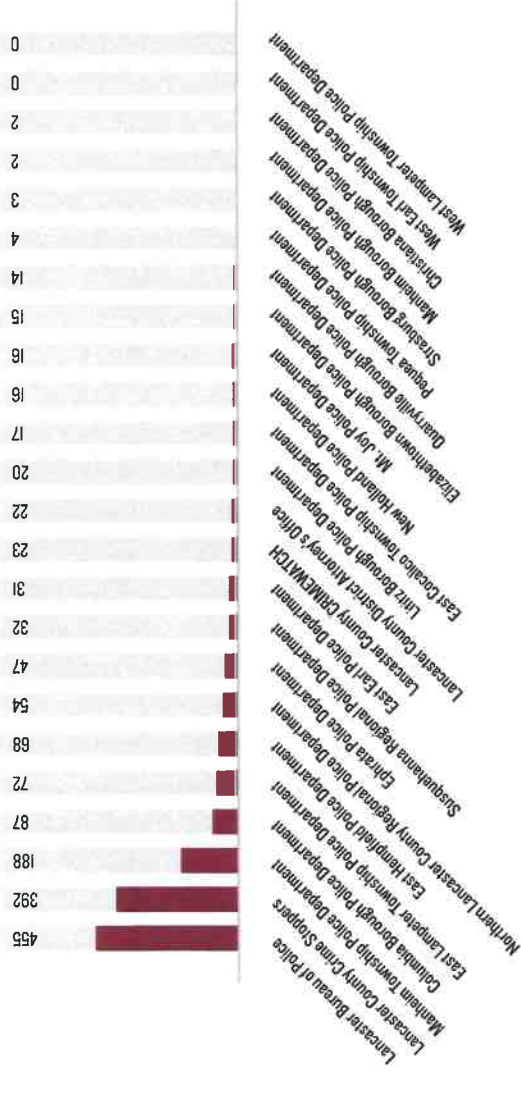
2023 Visits and Tips (Lancaster County)



Visits by Group

2,387,126
Visit (2023)

2,271,606
Visits (2022)



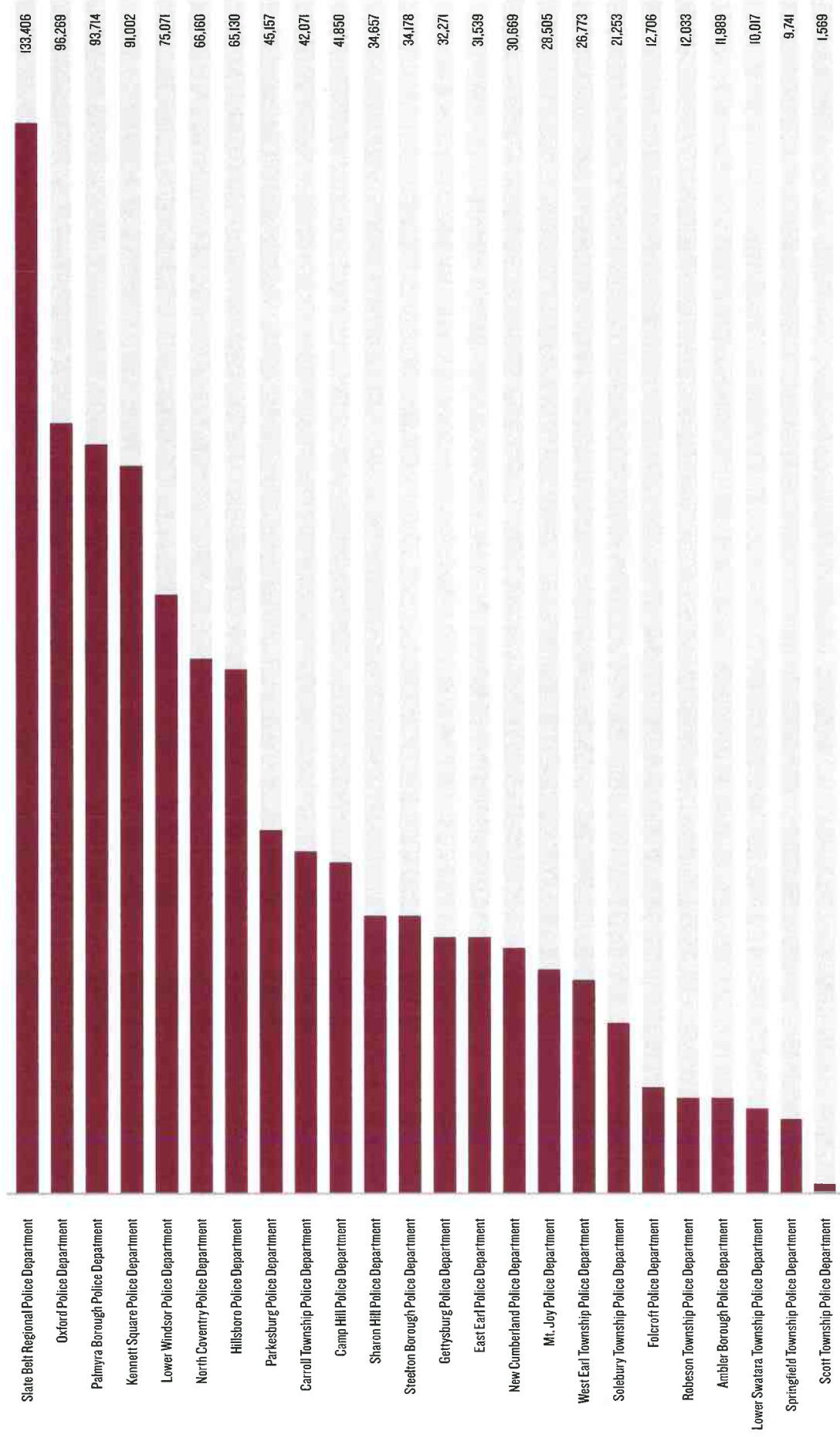
Tips by Group

1,580
Tips (2023)

967
Tips (2022)

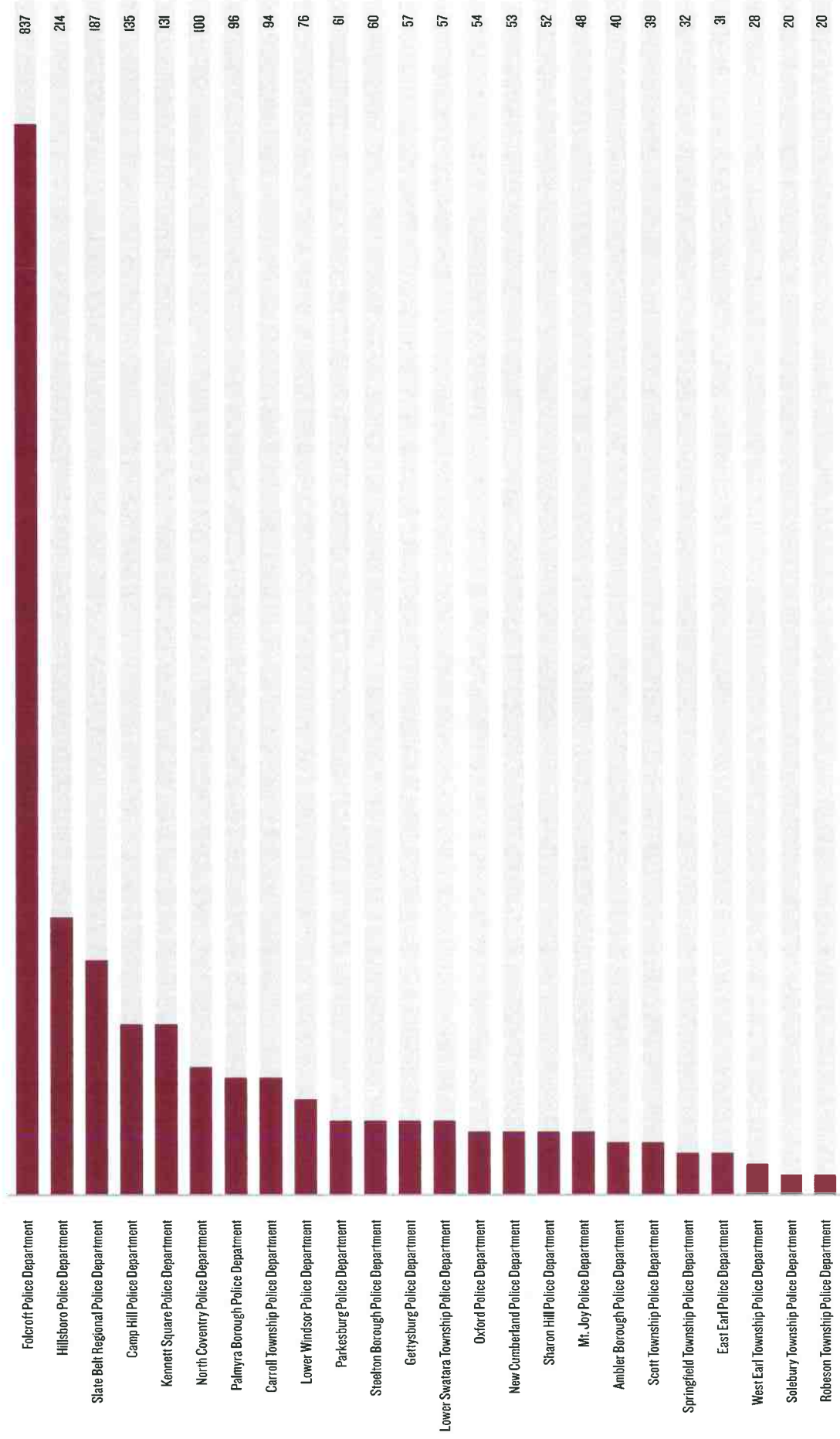
TRAFFIC COMPARISON

2023 Overall Visits (Population 5,000-8,000)

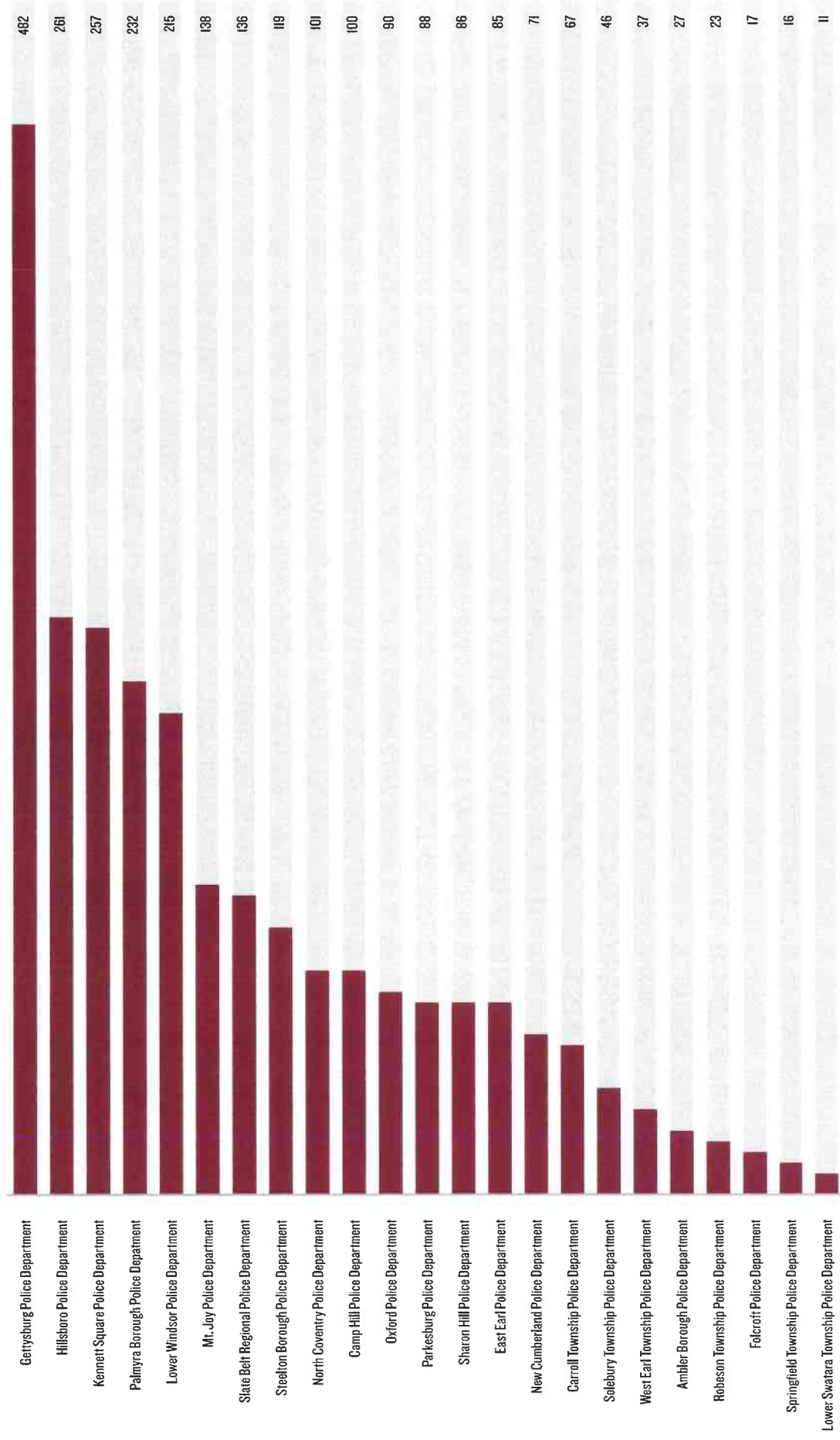


TRAFFIC COMPARISON

2023 Overall Webform Engagement (Population 5,000-8,000)



2023 Overall Content (Population 5,000-8,000)





CRIMEWATCH Impact Report

CRIMEWATCH Program Summary

The CRIMEWATCH Network continues expansion into sixteen states: Pennsylvania, Maryland, Florida, New Jersey, New York, Colorado, Michigan, Virginia, New Hampshire, Georgia, North Carolina, Illinois, Kansas, Arizona, Texas, and California.

13,085,011

Visits

323,857

Subscribers

38,311,869

Actions

35,844

Webform Engagement

27,155

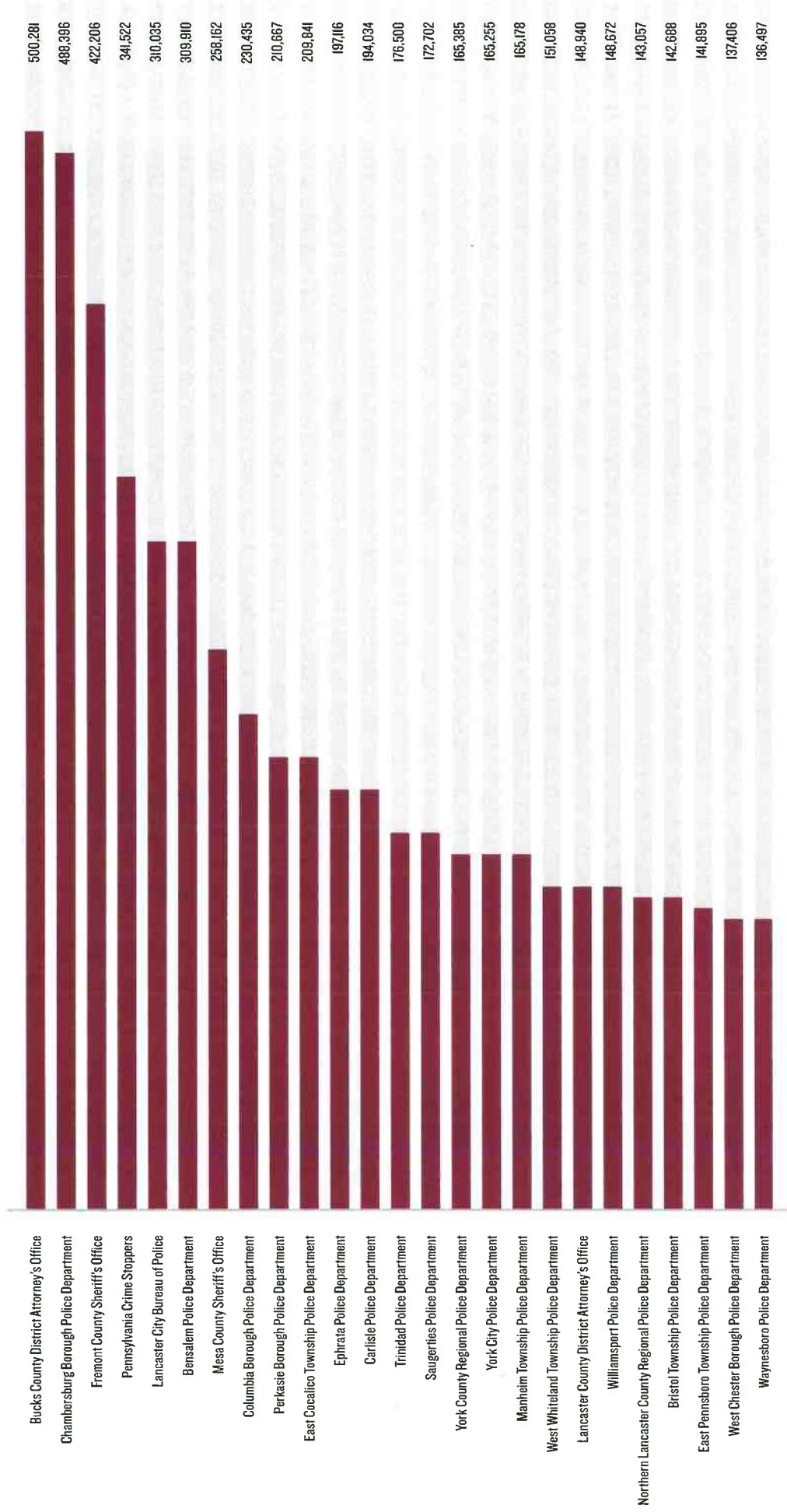
Content

15,906

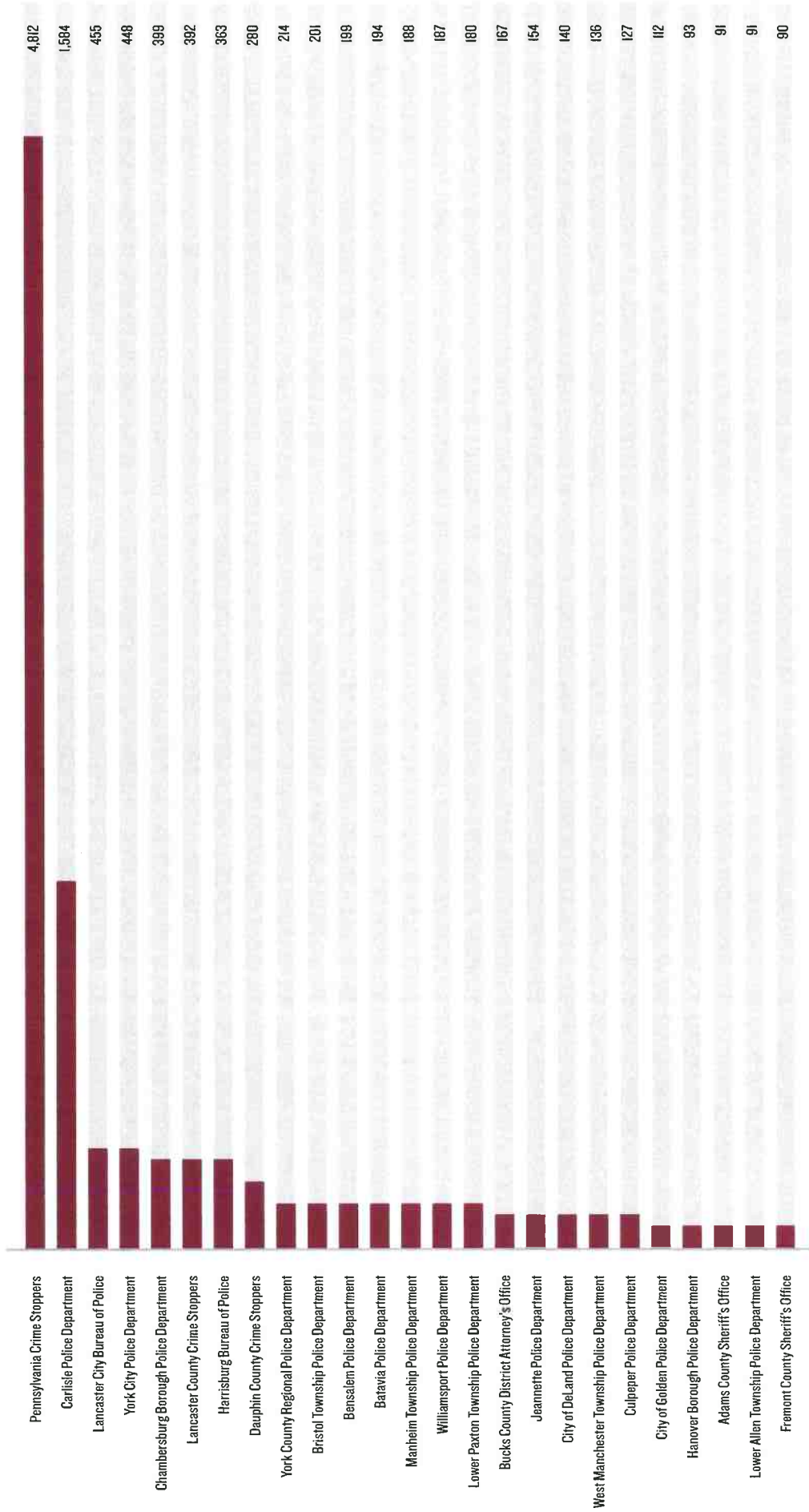
Tips

CRIMEWATCH PROGRAM SUMMARY

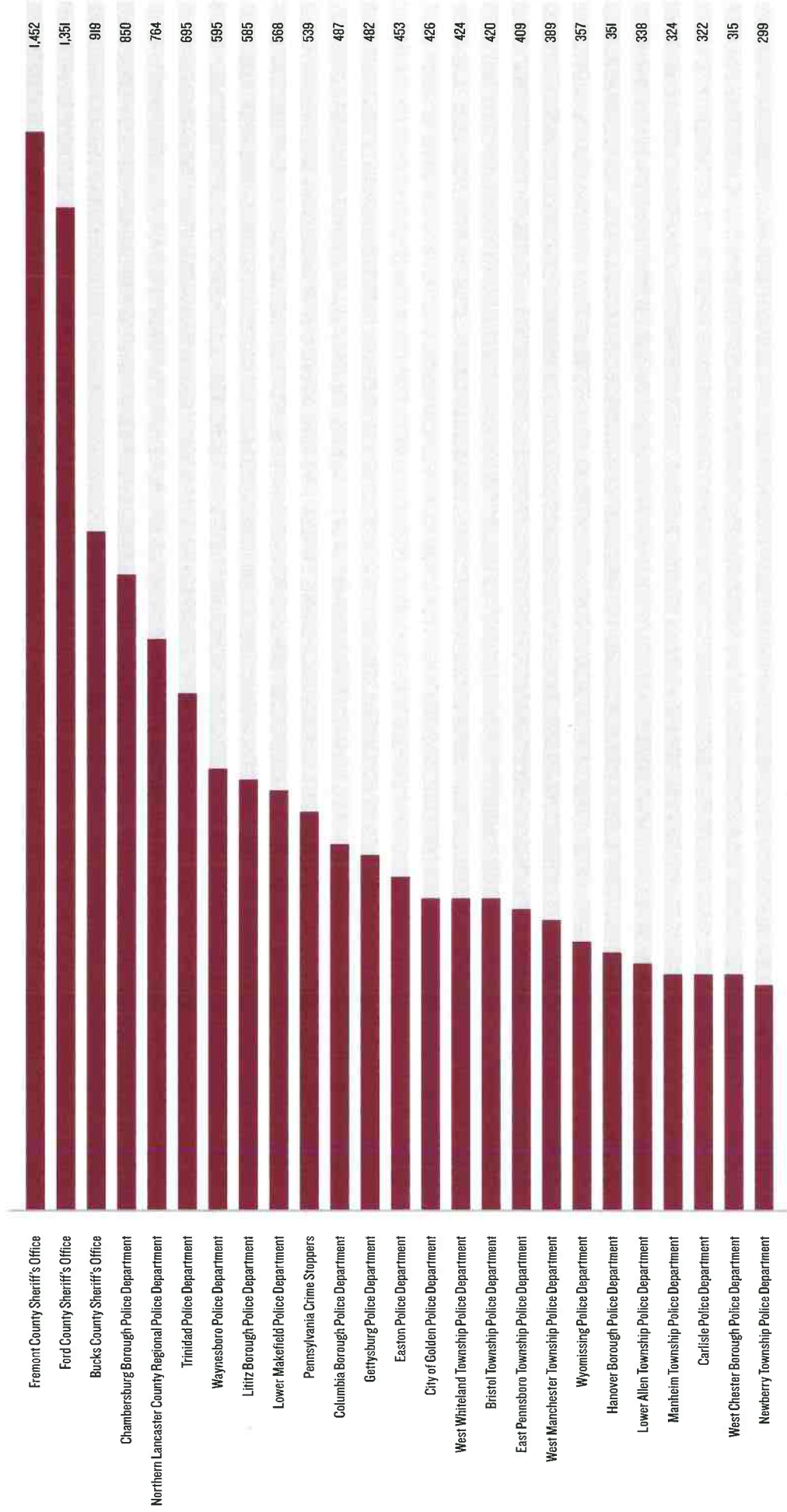
2023 Top 25 CRIMEWATCH Sites by Visits



2023 Top 25 CRIMEWATCH Sites by Tips

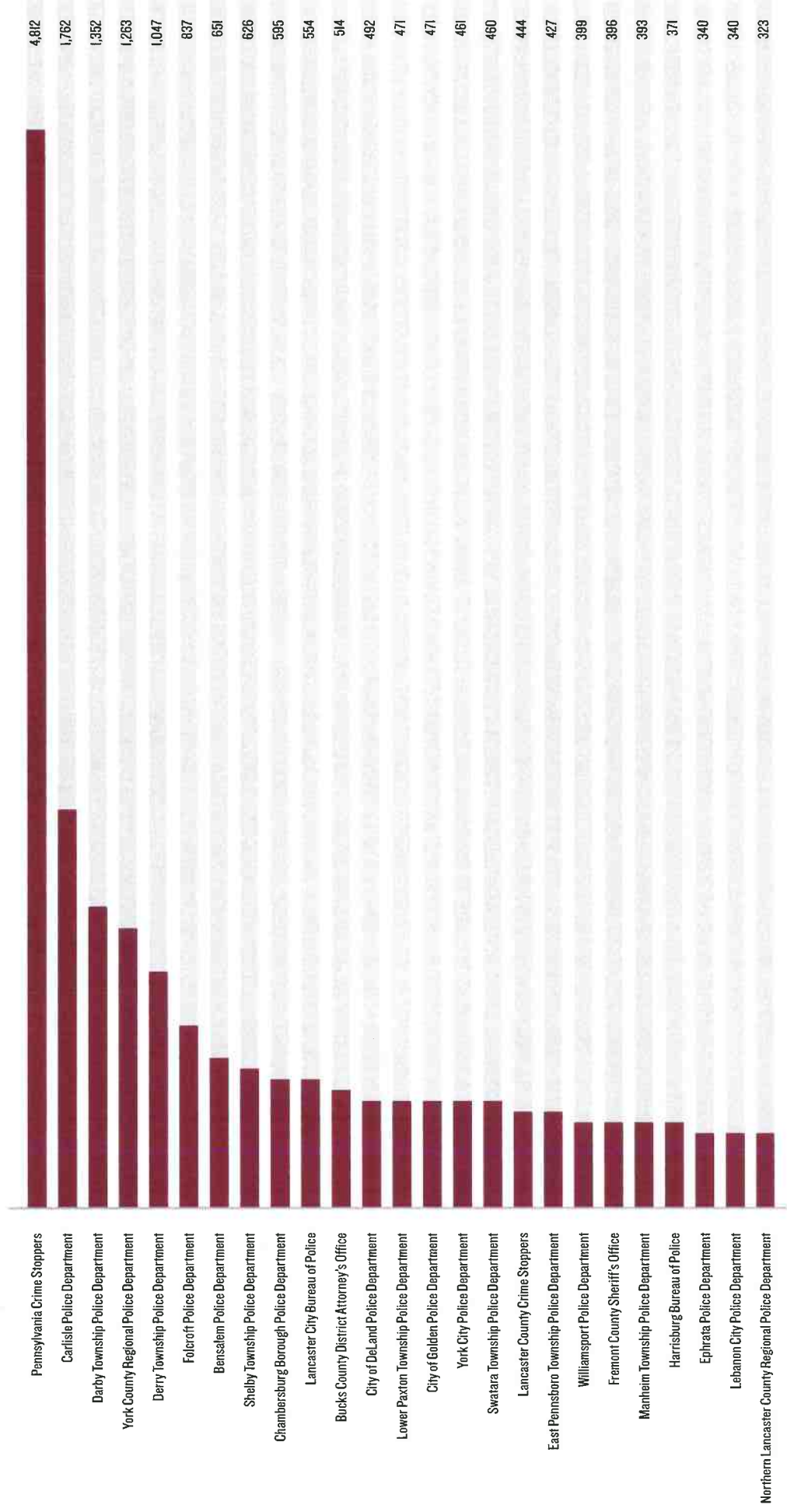


2023 Top 25 CRIMEWATCH Sites by Content



CRIMEWATCH PROGRAM SUMMARY

2023 Top 25 CRIMEWATCH Sites by Webform Engagement



CRIMEWATCH Features Released in 2023

In 2023, we closely collaborated with many of you to develop and enhance the new CRIMEWATCH redesign and existing features, ensuring a better alignment with your requirements.

All major features and enhancements from 2023 are outlined below:

New Features:

- New 'Quick Links' for prominent portal actions
- Added Instagram API integrations
- 'Custom Message' option for Facebook posts
- New 'Users' management tab for roles & permissions
- Two new repackaged Webforms: - 'Do Not Solicit' & 'Fingerprint Request'
- Light and dark themes with color customization
- New Analytics feature for individual posts
- Introduced stock image gallery for image upload fields
- Intelligent role-specific workflow notifications
- "Presumption of Innocence" notice on offender profiles
- Customizable geolocation coordinates for broadcasts
- Added a "Control Share" overview on each portals 'Social' tab
- Introduced an additional portal-level SPAM protection layer

Enhancements:

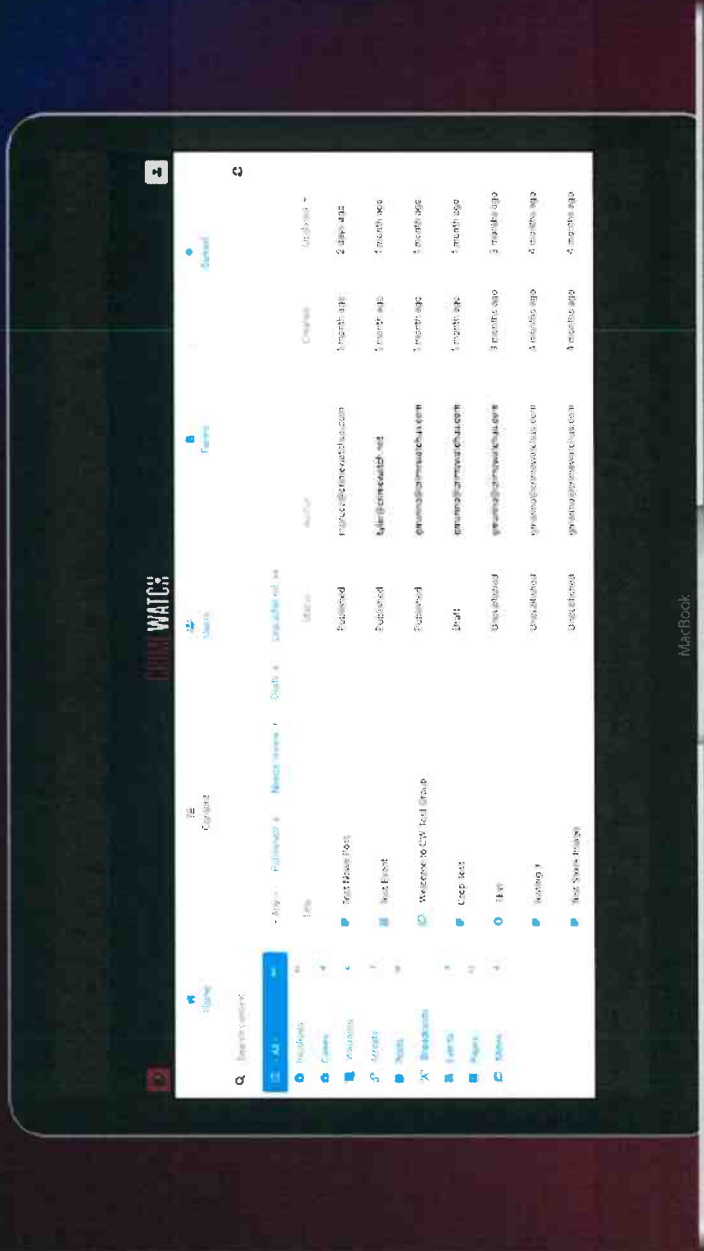
- Improved Desktop & Mobile browser experience throughout
 - Revamped CRIMEWATCH Network Directory for easier navigation
 - Simplified 'My Account' section for managing user profiles and notification preferences
 - Improved design for readability and ADA compliance
 - External menu links now open in new tabs
 - Show both Created and Changed dates on content
 - Refined date, time, and time zone handling/presentation
 - Improved image cropping and auto rotation
 - Customizable geolocation coordinates for broadcasts
 - Optimized content caching for faster performance
 - Support for video file uploads on webforms
 - Editable submissions for privileged users on Custom Webforms
- Allow draft warrants to be converted to arrests
 - Clear display of scheduled content changes
 - In the "convert warrant to arrest" feature, "Unpublish warrant" is now the default setting
 - Upgraded to v2 of the X (Twitter) API
 - Enhanced Facebook connection experience
 - Created a variety of network level heuristic rules to further protect against novel threats
 - Efficient 404 "not found" page to mitigate DoS attacks
 - Expanded partnerships around CRIMEWATCH Labs
 - Numerous 'Workbench' section enhancements to CRIMEWATCH Labs
 - Repackaged and updated the CRIMEWATCH Mobile App on Google Play (iOS App Store to follow) with various bug fixes, performance tweaks and revised 'Links' sections.
 - Expanded content display options on CRIMEWATCH TV (Slides and Events)
 - Removal of the '12 month' content age limit on the CRIMEWATCH TV



CRIMEWATCH 2024 Outlook

In 2024, our primary focus will be the launch of CRIMEWATCH GO, a user-friendly platform for content creation. This tool will streamline the creation of content and management of submissions and users, providing enhanced convenience for our customers.

Additionally, significant enhancements and updates are planned for the CRIMEWATCH mobile app to boost its usage and efficiency.





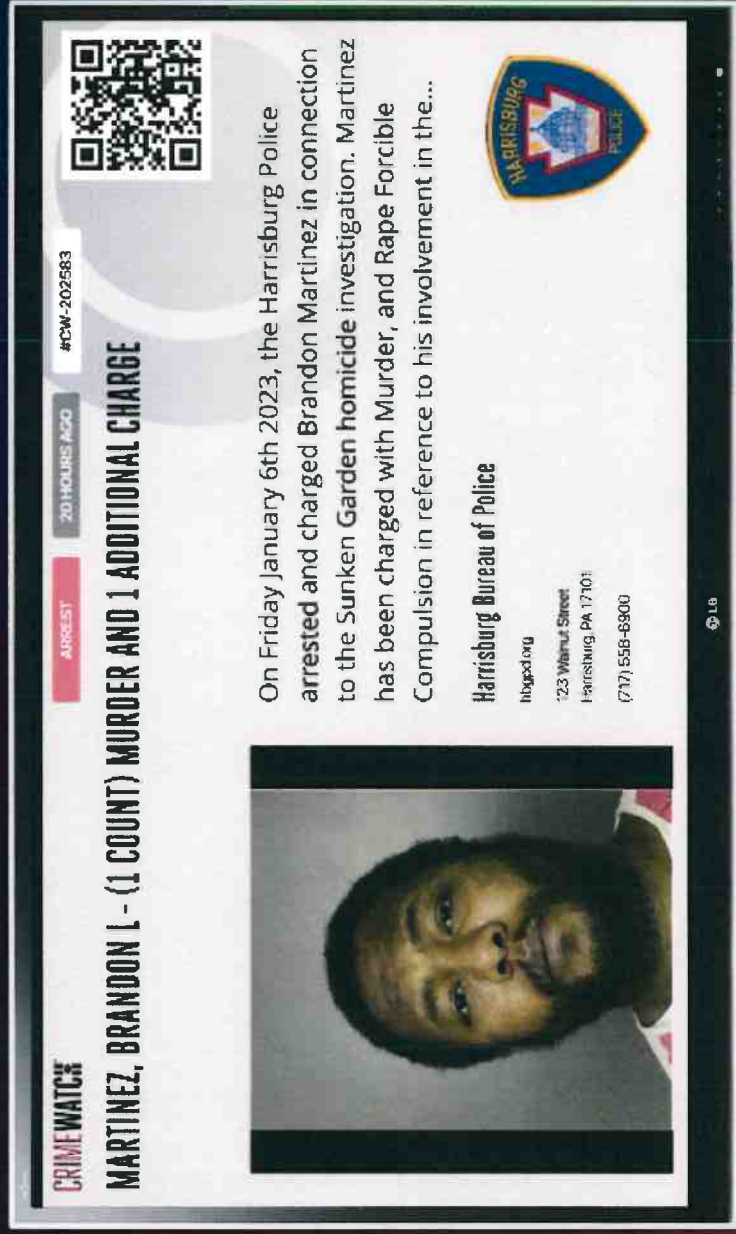
CRIMEWATCH TV

The CRIMEWATCH TV has been revamped to be accessible on any internet-enabled device. Your CRIMEWATCH Portal now includes a Channel on CRIMEWATCH TV, allowing you to broadcast your content to any large screen with an internet connection.

To get started,
visit this url
and search for
your agency.



[crimewatch.net/tv](https://www.crimewatch.net/tv)



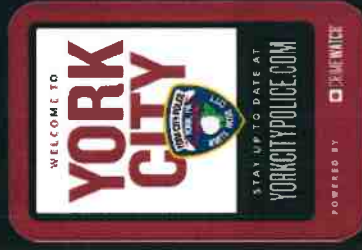


CRIMEWATCH Marketing Materials

Promoting your CRIMEWATCH Program in public spaces will maximize your online presence and overall reach to your community and beyond.

If you would like to find out how CRIMEWATCH can work for your department, please contact us!
PHONE: 717-230-1845 **EMAIL:** support@crimewatch.net

Street Sign



Contact Card

General Postcard



Camera Registry Postcard



Window Cling



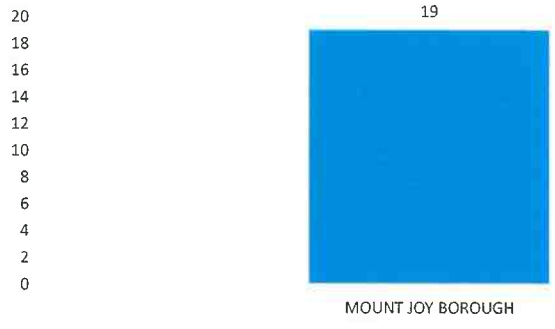
Handle with Care Postcard



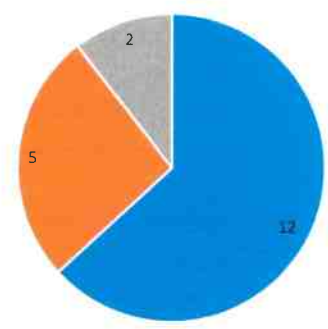
- **Camera Registry Postcards:** Promote your program to aid your criminal investigators! Great for mailings or public events.
- **Contact Cards:** Customizable business cards with incident number and contact information.
- **Door Hangers:** promoting your platform door to door can be a great engagement builder. Let the public know you stopped by and are interested in their wellbeing.
- **General Posters:** Bold and customized for public building lobbies or other business/indoor public areas.
- **General Postcards:** Great for mailings or public events like national night out.
- **Handle with Care Postcards:** Helps identify individuals with special needs.
- **Hiring Posters:** Make a bold statement that compliments your departments online presence.
- **Street Signs:** Post department branded signs in residential areas, and public areas like parks, open air markets.
- **Vinyl Decals:** Department branded decals for your cruisers.
- **Window Clings:** Department branded window decals for local businesses.

Penn State Health Life Lion, LLC Covered Incidents January 2024

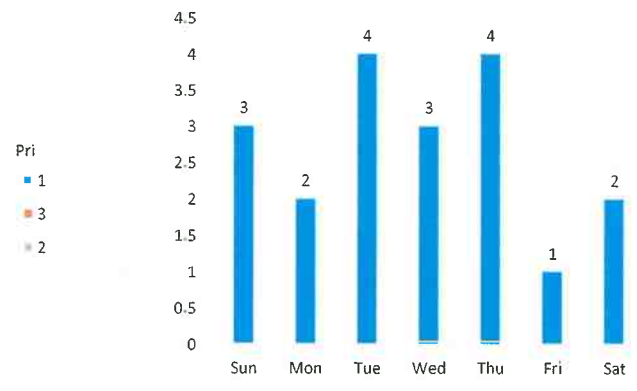
Total Calls by Municipality



Total Calls by Pri

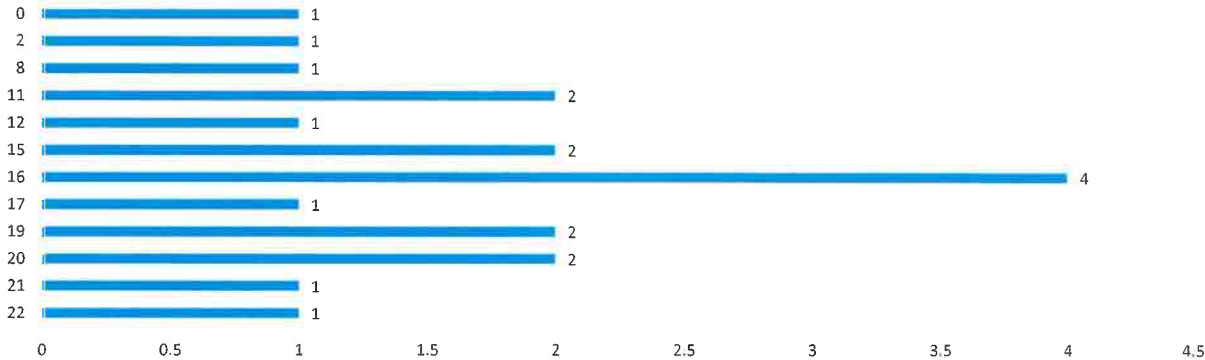


Total Calls by Day of the Week

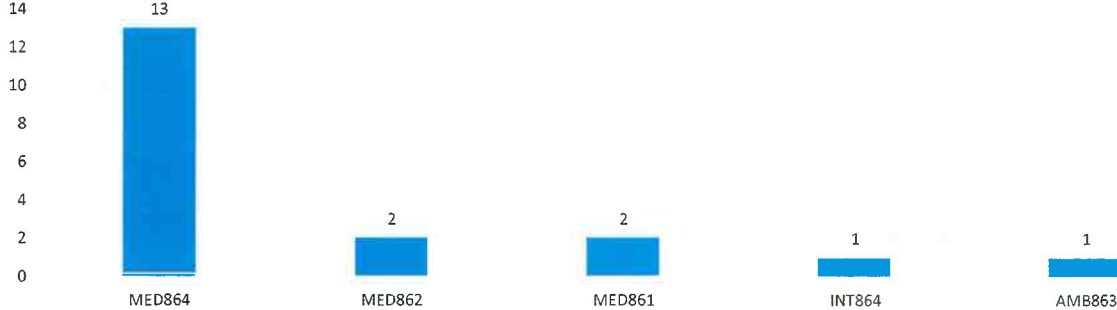


Penn State Health Life Lion, LLC
Covered Incidents
January 2024

Total Calls by Hour



Total Calls by First Unit Dispatched

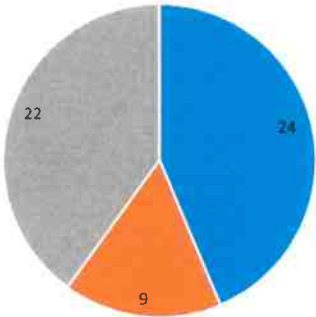


Penn State Health Life Lion, LLC January 2024

Total Calls by Municipality

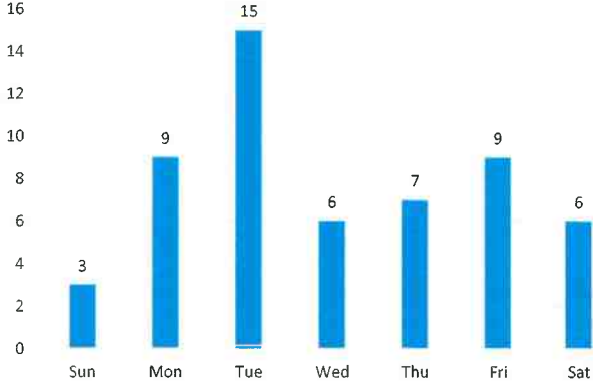


Total Calls by Priority



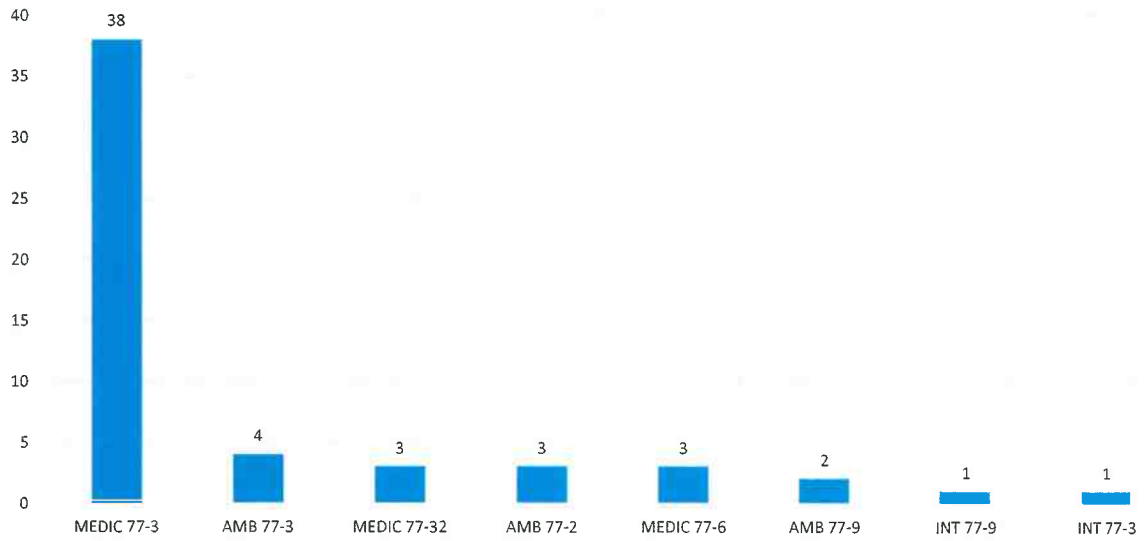
Pri
■ 1
■ 2
■ 3

Total Calls by Day of the Week



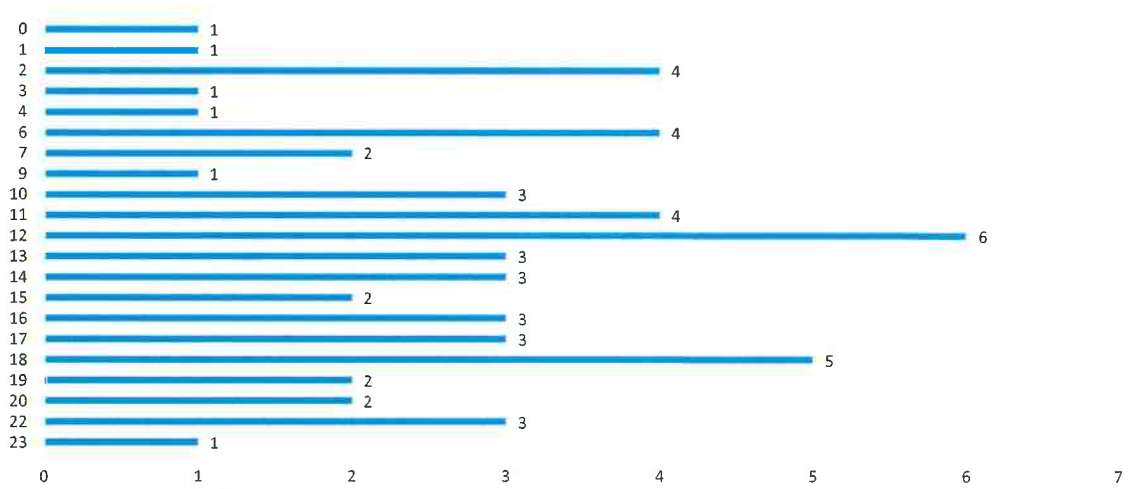
Penn State Health Life Lion, LLC
January 2024

Total Calls by First Unit Dispatched



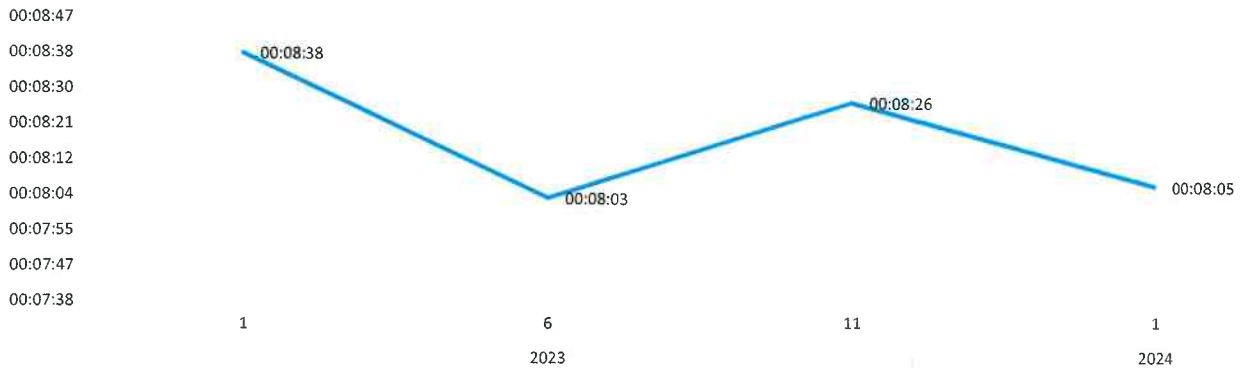
Penn State Health Life Lion, LLC
January 2024

Total Calls by Hour



Penn State Health Life Lion, LLC January 2024

Response Time (Dispatch to OnScene)



89



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

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

January 1-31, 2024 Statistics	2024	2023	2022	2021	2020
TOTAL CIRCULATION	14,721	14,348	12,332	13,967	14,357
YTD CIRCULATION	^	^	^	^	^
OVERDRIVE & E-formats	0	0	0	0	0
NEW PATRONS	77	82	55	49	65
YTD NEW PATRONS	^	^	^	^	^
PATRON COUNT	5,583	5,096	4,230	3,313	6,032
YTD PATRON COUNT	^	^	^	^	^
PASSPORTS	140	189	69	81	110
YTD PASSPORTS	^	^	^	^	^
WIFI USERS	501	-	-	286	412
PC USERS	281	278	227	275	458

Hoopla!	Jan'24	Dec'23	Nov'23	Oct'23	Sep'23	Aug'23	Jul'23
Number of Hoopla items used	441	411	390	372	357	365	311

ITEMS SOLD IN LOBBY	\$965.50
YTD TOTAL \$	\$965.50
TOTAL \$ ADDED DONATIONS	\$68.00
TOTAL \$ DONATIONS as PRIZES	\$0
TOTAL	\$1,033.50

Executive Summary

- MSL was closed Jan 1 for **New Year's Day**, Jan 15 for **Martin Luther King Day** and Jan 16th for snow
- MSL hosted the **Donegal Student Art Show** on Jan 27. Food Truck from **Dutch Country Hand Rolled Soft Pretzels** was on hand. Over 300 people attended.



PROGRAMMING / CLUBS / PROCTORS NUMBERS

ADULT Programs	Programs	Participants	Programs YTD	Participants YTD
In-Library Programs	1	16	<	<
Club Meetings/Participants	8	74	<	<
YOUTH Programs	Programs	Participants	Programs YTD	Participants YTD
In-Library Programs	20	583	<	<
Virtual Videos	0	0	<	<
Off-Site Programs	13	572	<	<
Volunteer	Month Total	2022 YTD Totals		
Volunteer Hours	95.25	<		

Joseph

- Had the worst cold of my life Jan 8 to 15th or 16th. Spent the rest of month catching up!
- **Part-time Custodian, Tim Coover**, started at MSL Jan 8. He's working out great!
- Met with **Hershey Heating and Air** for training on HVAC system, Jan 24
- Met with **Policy Committee** regarding Collection Development Policy on Jan 30
- Lark Eshleman introduced Stephanie and I to **Martha Harris from St Luke Episcopal Church** Jan 31

Community/Service Point (Susan)

- Weeded and shifted adult fiction.
- Created collection lists for Joseph
- "Passport Room" cleaned out. Storage soon to be added.

Youth Services (Jan)

- Attended the Zoom YES (Youth Educational Services) meeting with many of the other Youth Services leaders of other Lancaster libraries.
- Have had some of the new homeschool families who began coming for the **Fall Spanish classes** continue to attend the other homeschool activities.
- The **Winter Reading Bingo** kicked off its 4th year on January 8. 96 (Ages 0-4), 206 (Ages 5-11), 41 (Ages 12-19) bingo sheets had gone out by the end of January.
- Headed to Etown HS to teach one of the FACS (Family and Consumer Sciences) classes about "circle" stories (Like "If You Give a Mouse a Cookie") so they could write their own stories.
- Did my first **Wee Build, Free Build Monday** on a day when there was no school.
- I'm stunned and amazed that my **Adventures with Baby program** had 14 attend this month!
- Had 11 for **Chill and Draw with Hanna**, a program for teens that is slowly growing (We started with 4). We also resumed **Dungeons & Dragons** with a full slate of 7 teens.
- Had over **350 attendees for the month** including one Wednesday when 68 popped in for the fun!
- Had 1 sign up and 1 finish the **1000 books before Kindergarten** program.

Public Relations/Promotions (Kirstin)

- **CONSTANT CONTACT:**
 - February Enews: sent to 3876 contacts (98 new); 1592 opens (44%), 45 clicks (1.3%)
 - January Welcome Email: sent to 51 new patrons; 70.2% opened
- **SOCIAL MEDIA:**
 - Facebook – Total Page Followers 2,652 (32 new); 11.5K reached; Created 3 Events.
 - Instagram – 1,134 followers (6 new); 764 reached
 - Created/posted Promos for special programs
 - Post at least once a day on both platforms

- 3 PRESS RELEASES - Distributed via news media, municipalities, and Chamber of Commerce.
- WEBSITE
 - 1,934 users; 4,212 total sessions
 - Highest view counts: 422 views of Passports (last month was 194!), 173 views Children & Family Programs
- GOOGLE
 - 1,029 website clicks made from our Business Profile
 - 325 calls made from our Business Profile
 - 2,014 Business Profile Interactions
 - Edited our hours for the year to include closings.
- PANGO
 - Sold 3 books in January.
- FOOD TRUCKS
 - Sent out emails to previous Food Trucks to build our 2024 schedule
- MISC
 - Continued the emptying of the book donation shed 5 days a week and gathering books for sale in lobby, which made over \$965 in January.
 - Added more photos to our Google page.
 - Updated February print calendar and calendar for Lobby/kids area

Volunteers/Programming/Fundraising (Stephanie)

- **Annual Patron Appeal 2024**
 - Continuing to work through the quote and determining whether we will bring stuffing in house or continue to contract that out.
- **Legacy Bricks**
 - Two more bricks sold in January.
 - Next installation will be in the spring.
 - Currently have 141 bricks sold with 392 available.
- **Business Sponsorship mailing**
 - We received a \$250 sponsorship from Nolt Electric for the Student Art Show.
 - We received a \$100 sponsorship from Keystone Lawn Company for one month Food Truck Thursday sponsorship in the summer.
- **Volunteers**
 - Total hours in December: 95.25
 - One new shelving volunteer began in January.
 - Several additional applications were received and are in the interview process. One new volunteer will begin shelving after her clearances are received.
- **Student Art Show**
 - This year was **the biggest year to date for the Donegal Student Art Show**. We displayed 89 pieces of art and over 300 people visited the library to see the art show.
 - **Nolt Electric sponsored** the show, and **Premier Linen Company** provided the table coverings at no cost.
 - An article in the Merchandiser promoted the event and WGAL aired a story with footage from the event that evening.
 - Artists and teachers are looking forward to next year's event, and we are discussing possible expansion to include senior showcases and music offerings.
- **Community Partnerships**
 - Lark Eshleman introduced us to Martha Harris. Martha is the priest at Saint Luke Episcopal Church in Mount Joy and is excited about partnership between the two organizations.



Mount Joy Borough Codes Department

21 E Main St, Mount Joy, PA 17552

8h

2/29/2024

Mount Joy Borough
Borough Manager
Mark Pugliese

RE: Monthly Report, February 2024
Codes Department

Mr. Borough Manager,

The following is a summary of the department's activity in February 2024.

Zoning & Building

A permit report is attached for February 2024. As of the date of this report, 12 permits on 10 projects were issued since 2/1/24.

Rentals

It is estimated that approximately 1,450 units will be registered for 2024. A significant number of applications have been received; due to the pace of processing and ongoing applicant correspondence, the end of the renewal period was extended from March 1 to April 1.

Planning Commission

The Planning Commission met on 2/14/24. PC24-01 for Cargill, 200 Chocolate Ave was presented to the Commission for a stormwater plan and zoning considerations of a parking lot expansion program. No action was taken by the Commissioners.

The applicant has provided a resubmission in response to RETTEW's review letter dated 2/27/24.

The following projects are anticipated to be on the 3/13/24 Planning Commission meeting agenda for consideration:

- PC24-01 – Cargill, 200 Chocolate Ave – Stormwater Management Plan
- PC24-02 – D&C Realty, LP (CPRS Physical Therapy), 30 Orchard Rd – Preliminary/Final Land Development Plan
- PC24-03 – Dairy Queen Grill & Chill, 400 East Main St – Sketch Plan Submission

Zoning Hearing Board

The Zoning Hearing Board did not meet on 2/28/24. No cases were filed for the 3/27/24 hearing date.

Ordinances

No revisions or changes have been made to the property maintenance or rental ordinance drafts.

Respectfully,

X 

Sam Meckley, Mount Joy Borough
Interim Codes, Zoning, & Stormwater Admin
Building Code Official #006228

Permit Report

2/28/2024

1 of 1

All Permits Issued 2/1/24 to 2/29/24

12 Permits Issued on 10 Projects

Permit #	Permit Description	Property Address	Permit Type	Issued Date
240002	Replace existing single with doublewide mobile home	34 PENN COURT DR	Zoning Permit	2/26/2024
240002-B	Replace existing single with doublewide mobile home	34 PENN COURT DR	Building Permit	2/26/2024
240004	Install signage for business	114 E MAIN ST	Zoning Permit	2/16/2024
240005	Removal of block building in preparation for replacement	20 N MARKET ST	Zoning Permit	2/12/2024
240005-D	Removal of block building in preparation for replacement	20 N MARKET ST	Demolition Permit	2/12/2024
240013	Remove and replace split rail fencing	929 WOOD ST	Zoning Permit	2/9/2024
240021	Build 12' x 20' storage shed	824 COLONY LN	Zoning Permit	2/21/2024
SO240001	Install fiber optic cable service to home	840 TERRACE AVE	Street Opening	2/5/2024
SO240002	Install fiber optic cable service to home	429 S PLUM ST	Street Opening	2/5/2024
SO240003	Install fiber optic cable service to home	304 BLOSSOM TRL	Street Opening	2/5/2024
SO240004	Install fiber optic cable service to home	202 POPLAR ST	Street Opening	2/23/2024
TO240002	Moving truck	215 MARIETTA AVE	Temporary Obstruction/Road Closure Permit	2/9/2024



Mount Joy Borough Codes Department

21 E Main St, Mount Joy, PA 17552

2/29/2024

Borough Manager
Mark Pugliese
Mount Joy Borough

RE: Monthly Report, February 2024
Stormwater Department
Public Works Committee

Mr. Borough Manager,

Below is the report for February stormwater activities in the Borough.

MCM#1 Public Education:
No Activity to report

MCM#2 Public Involvement & Participation:
No Activity to report – Chiques Creek Watershed Alliance will meet next on 3/6/2024 at 6pm at the Penn Township Municipal Building, 97 N. Penryn Rd., Manheim, PA 17545

MCM#3 Illicit Discharges:
No Activity to report

MCM#4 Construction Site Controls:
No Activity to report

MCM#5 Post-Construction Management:
As of this report, we have received no Notice of Termination or inspection reports from LCCD

MCM#6 Municipal Operations:
No Activity to report

Items of Note:

Cargill, 200 Chocolate Ave: A Stormwater Management Plan was resubmitted on 2/16/2024 based on review comments by the Borough Engineer in a letter dated 2/12/2024. The Borough Engineer has provided another review letter (Review #3) dated 2/27/2024.

Respectfully,

X 

Sam Meckley, Mount Joy Borough
Interim Codes, Zoning, & Stormwater Admin
Building Code Official #006228

PHONE: 717-653-2300 | EMAIL: ZONING@MOUNTJOYPA.ORG | OFFICE HOURS: MON – FRI, 7AM TO 4PM



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

TO: Mark Pugliese, Borough Manager

FROM: Dennis Nissley, Public Works Director

DATE: February 29, 2024

RE: Public Works Department Activities for February 2024

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

- Parks – Clearing snow at Borough sidewalks and facilities for 1 snow event
- Parks – Equipment maintenance
- Parks/PW – Cut down/remove dead or damaged trees in parks
- PW – Plowing and salting for 1 snow event
- PW – Flush stormwater pipes on School Lane
- PW – Pothole repair
- PW – Equipment maintenance
- Signs – Repair and replacement of missing or damaged signs as needed.
- Compost Site – Grind raw materials
- Compost Site – Material management, leaf processing
- PW and Parks staff attend APWA meeting
- PW and Parks staff attend stormwater training at East Donegal Twp.

Meetings:

- Attend Public Works Committee meeting
- Attend Staff meetings
- Participated in interviews for Codes/Zoning and Economic Development positions.
- Attend meeting with Rettew to discuss Connects 2040 grant
- Attend Safety Committee meeting

Projects:

- Organize meeting and revise/update Rotary Park MOU as needed, facilitate signing of revised document.
- Schedule and meet with contractor to video camera stormwater pipes on School Lane, work completed on 2/26/24

8K

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

February 2024 Authority Administrator Report

1. Authority and Borough staff worked together to separate PA -1 Call accounts.
2. Authority staff continues to install water meters as part of this year's residential meter replacement project. 184 out of 236 have been installed.
3. Authority staff made a repair to a 6" watermain break in the 800 block of Terrace Ave
4. The authority staff is currently working on preparing and submitting all water and wastewater annual reports.
5. PA DEP staff performed an on-site lab accreditation assessment at the wastewater treatment plant. No issues were identified.
6. Staff continues to prepare a draft budget for our next fiscal year starting May 1, 2024.
7. Authority staff renewed our annual subscription with Rave, formally known as Swift Reach, for our emergency notification system. All customers will need to resubmit their information in order to receive emergency notifications through Rave. The link to complete this can be found on the MJB website.

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 Feb 20th Authority meeting. Waiting for Construction to start.
- Core 5 @ I-283 Project – An updated LD plan submission was received and reviewed; a plan approval recommendation letter was provided by Arro.
- 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. Shop drawings have been submitted and are under review.
- Chiques Crossing (Rapho Township) – Staff
- 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
- 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.

To: Borough Council
From: Jill Frey - Assistant Borough Manager/Finance Officer
Date: 2/29/2024

Feb. 20th to the 22nd our new audit team was on site, conducting the field work for our 2023 audit. I was at their disposal for the entire week and things seemed to move along very well. I provided more items electronically this year, so they were only on site for 3 days. They continue to require items remotely and will continue until the audit is complete. I enjoy working with Boyer & Ritter, they are very knowledgeable and professional. It has been a smooth transition, and I feel they are a good fit for us.

Feb. 15th and Feb 20th conducted interviews with Mark and Dennis for the Community and Economic Coordinator and Codes, Zoning & SW positions.

Feb. 5th and Feb. 22nd attended Council and Administration & Finance Committee meetings.

Feb. 28th attended the Safety Committee meeting. I was voted in as Co-Secretary for the Committee. We continue to work on updating the AIPP (Accident and Illness Prevention Program).

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. Take note that the PLGIT interest is not included for the month of February as it has not been distributed yet.

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.

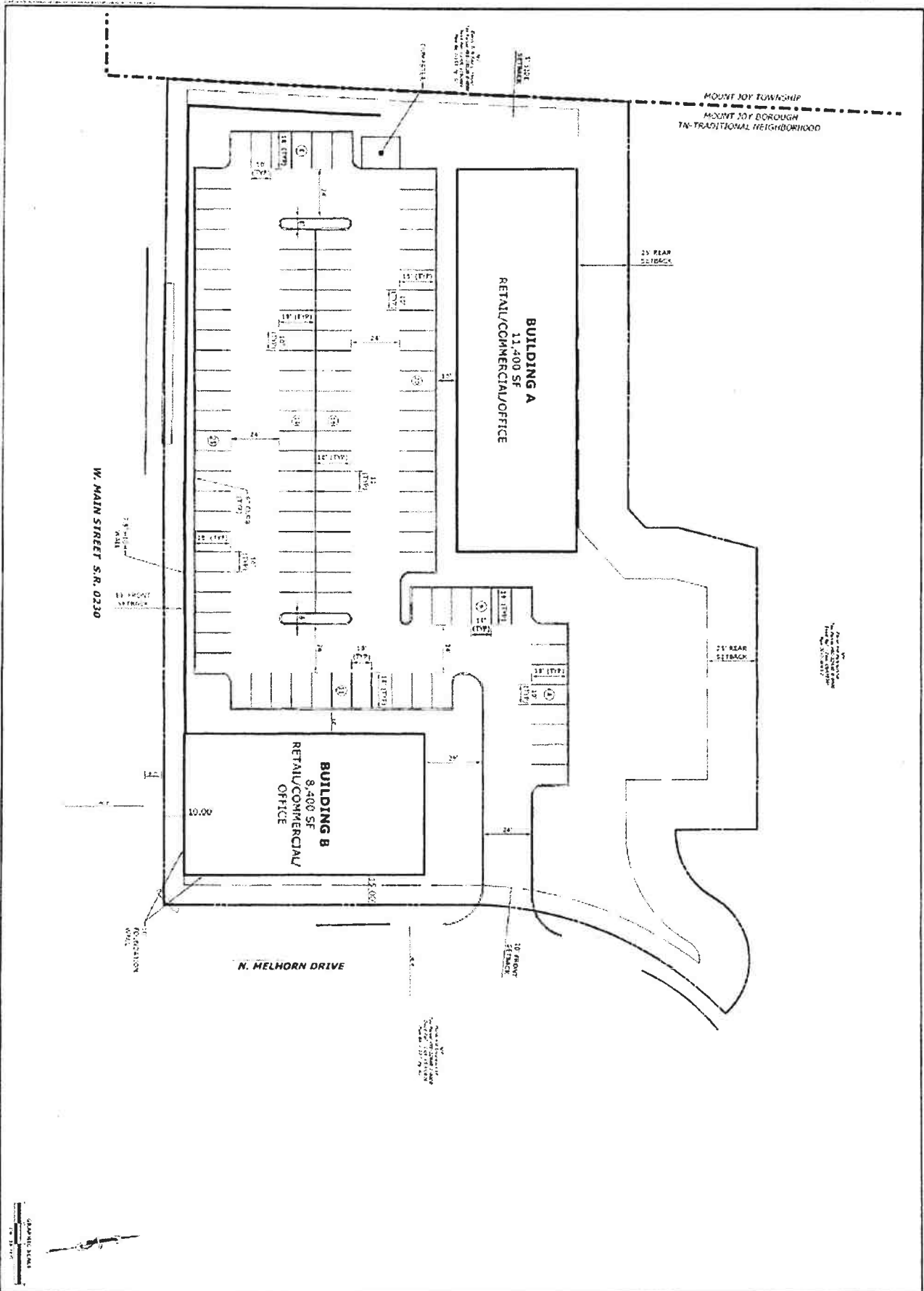
If any of you have questions, please do not hesitate to reach out to me.

Respectfully submitted,

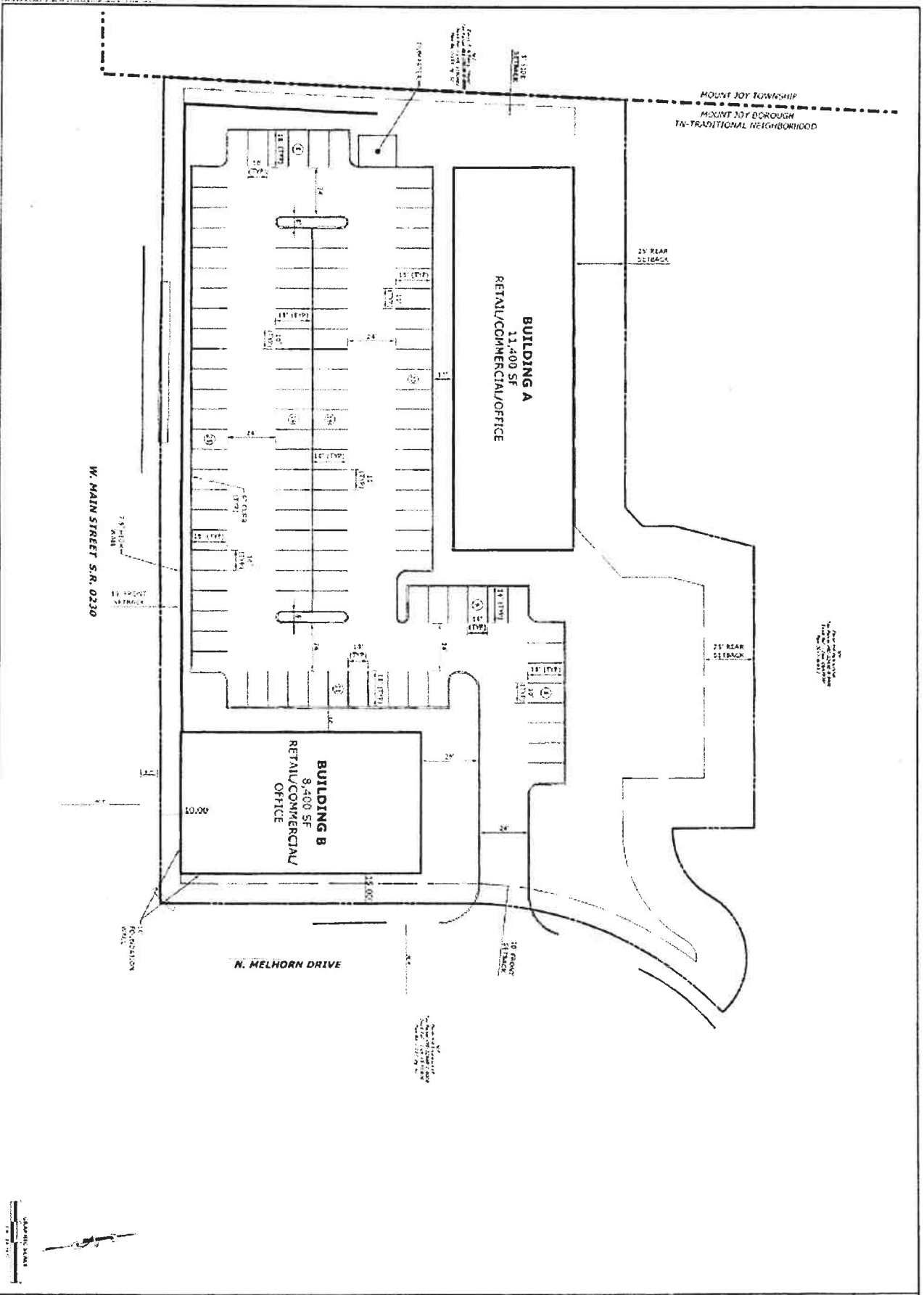
Jill Frey

Assistant Borough Manager/Finance Officer

1/a



1 OF 1 SKETCH PLAN - BLOCK A	DATE: _____ DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____	FLORIN HILL BLOCK A - SKETCH PLAN FOR FLORIN HILL PARTNERSHIP	
	PROJECT NO.: _____ SHEET NO.: _____ TOTAL SHEETS: _____	MOUNT JOY BOROUGH LAWYER COUNTY, PA	R&M ENGINEERING & SURVEYING, INC. 1000 W. MAIN STREET, SUITE 200 MOUNT JOY, PA 17050 PH: 717-485-1100 FAX: 717-485-1101 WWW.RANDM.COM

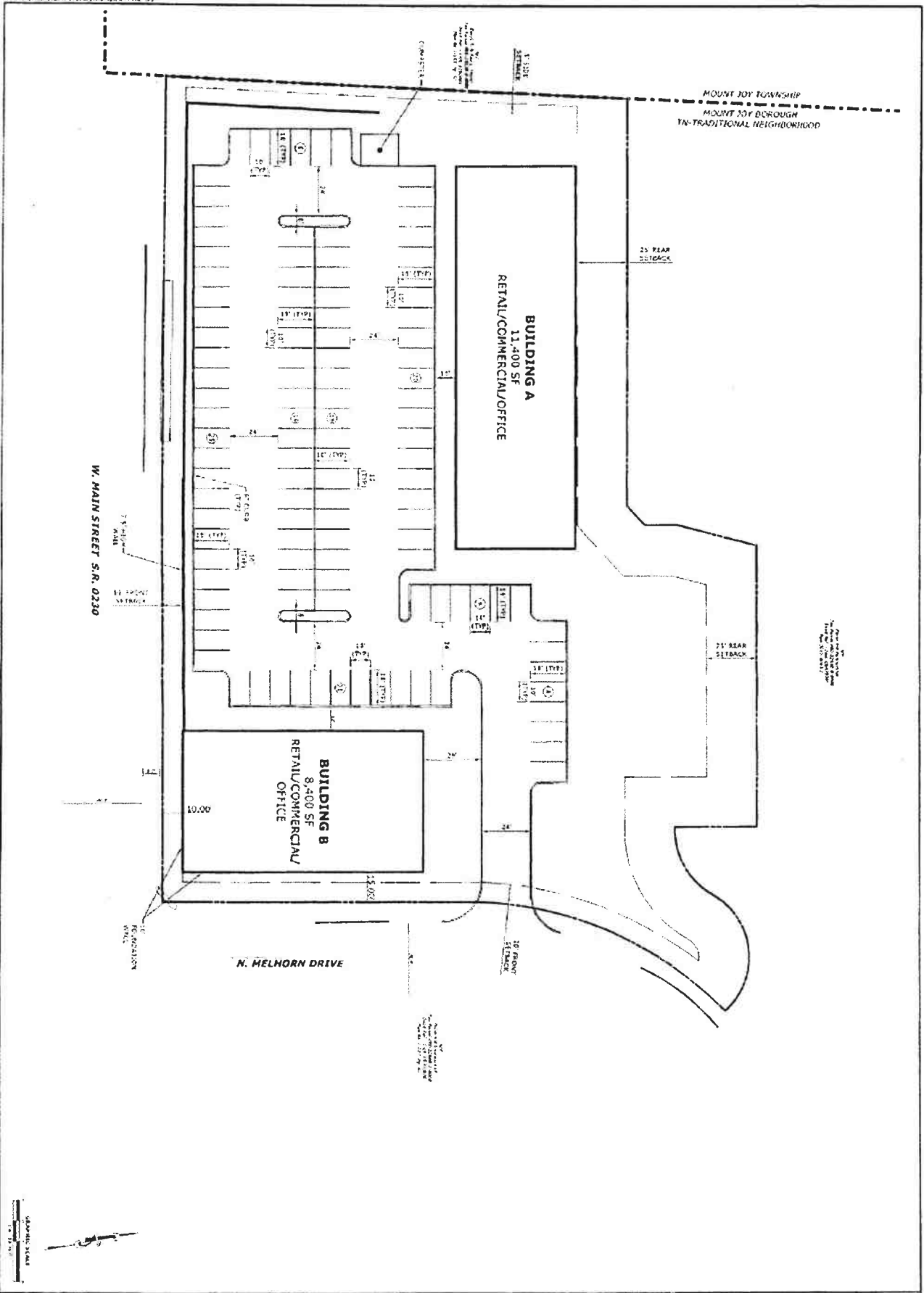


MOUNT JOY TOWNSHIP
 MOUNT JOY BOROUGH
 TN-TRADITIONAL NEIGHBORHOOD

W. MAIN STREET S.R. 0230

N. MELHORN DRIVE

FLORIN HILL BLOCK A - SKETCH PLAN
 FOR
FLORIN HILL PARTNERSHIP



MOUNT JOY TOWNSHIP
 MOUNT JOY BOROUGH
 TM-TRADITIONAL NEIGHBORHOOD

PLAN
 DATE

FLORIN HILL BLOCK A - SKETCH PLAN
 FOR
FLORIN HILL PARTNERSHIP

1 OF 1

SKETCH
 PLAN -
 BLOCK A

NO.	DESCRIPTION	DATE	BY

188A
 DATE
 SCALE
 1" = 20'

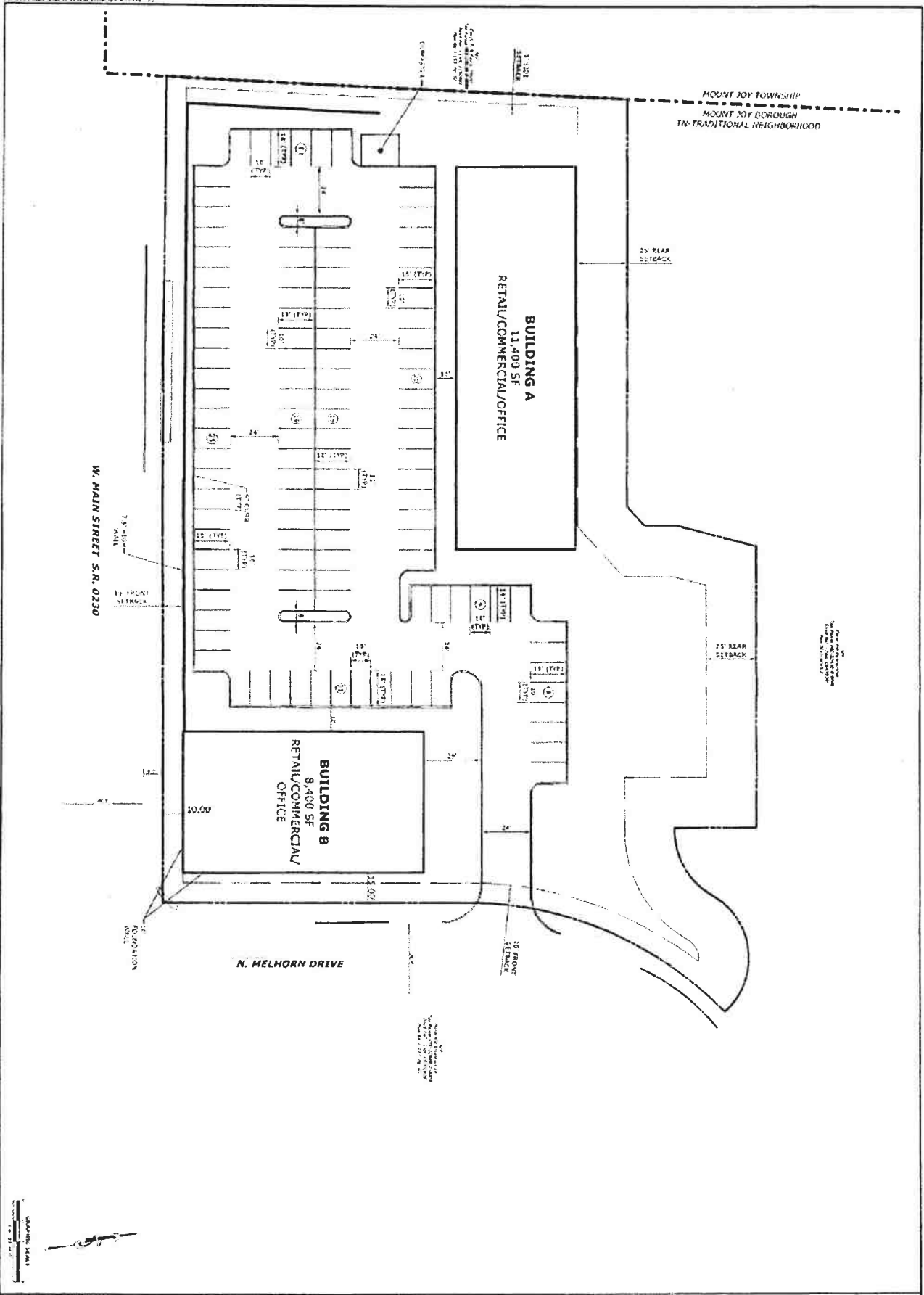
MOUNT JOY TOWNSHIP
 MOUNT JOY BOROUGH
 TN-TRADITIONAL NEIGHBORHOOD

W. MAIN STREET S.R. 0230

N. HELHORN DRIVE

BUILDING A
 13,400 SF
 RETAIL/COMMERCIAL/OFFICE

BUILDING B
 8,400 SF
 RETAIL/COMMERCIAL/
 OFFICE



DATE: 10/15/10
 DRAWN BY: [Name]
 CHECKED BY: [Name]

FLORIN HILL BLOCK A - SKETCH PLAN
 FOR
FLORIN HILL PARTNERSHIP

SKETCH
 PLAN -
 BLOCK A
 1 OF 1

NO.	REVISION	DATE	BY

1818
 ENGINEERING & ARCHITECTURE
 1000 W. MARKET STREET, SUITE 200
 LANCASTER, PA 17602
 TEL: 717-397-1818
 FAX: 717-397-1819
 WWW: 1818-PA.COM



HD

BOROUGH OF MOUNT JOY
Parks & Recreation Advisory Board
21 EAST MAIN STREET
MOUNT JOY, PENNSYLVANIA 17552
INCORPORATED 1851

From the Office of:
Kathy Morrison
Chairperson

TELEPHONE (717) 653-2300
FAX (717) 653-6680

February 14, 2024

Mount Joy Borough Council
c/o Council President William Hall
Mount Joy Borough
21 East Main Street
Mount Joy, PA 17552

Dear Mr. Hall:

At their regular meeting on February 13, 2024, the Mount Joy Borough Parks Advisory Board unanimously voted to express our collective opposition to any forthcoming proposal from the Chiques Crossing developer in Rapho Township, to provide a pedestrian bridge crossing of the Little Chiques Creek, from Chiques Crossing to any point on the opposite side of the creek in Mount Joy Borough, including Little Chiques Park. If you have any questions of the Advisory Board, please feel free to be in touch.

Sincerely,

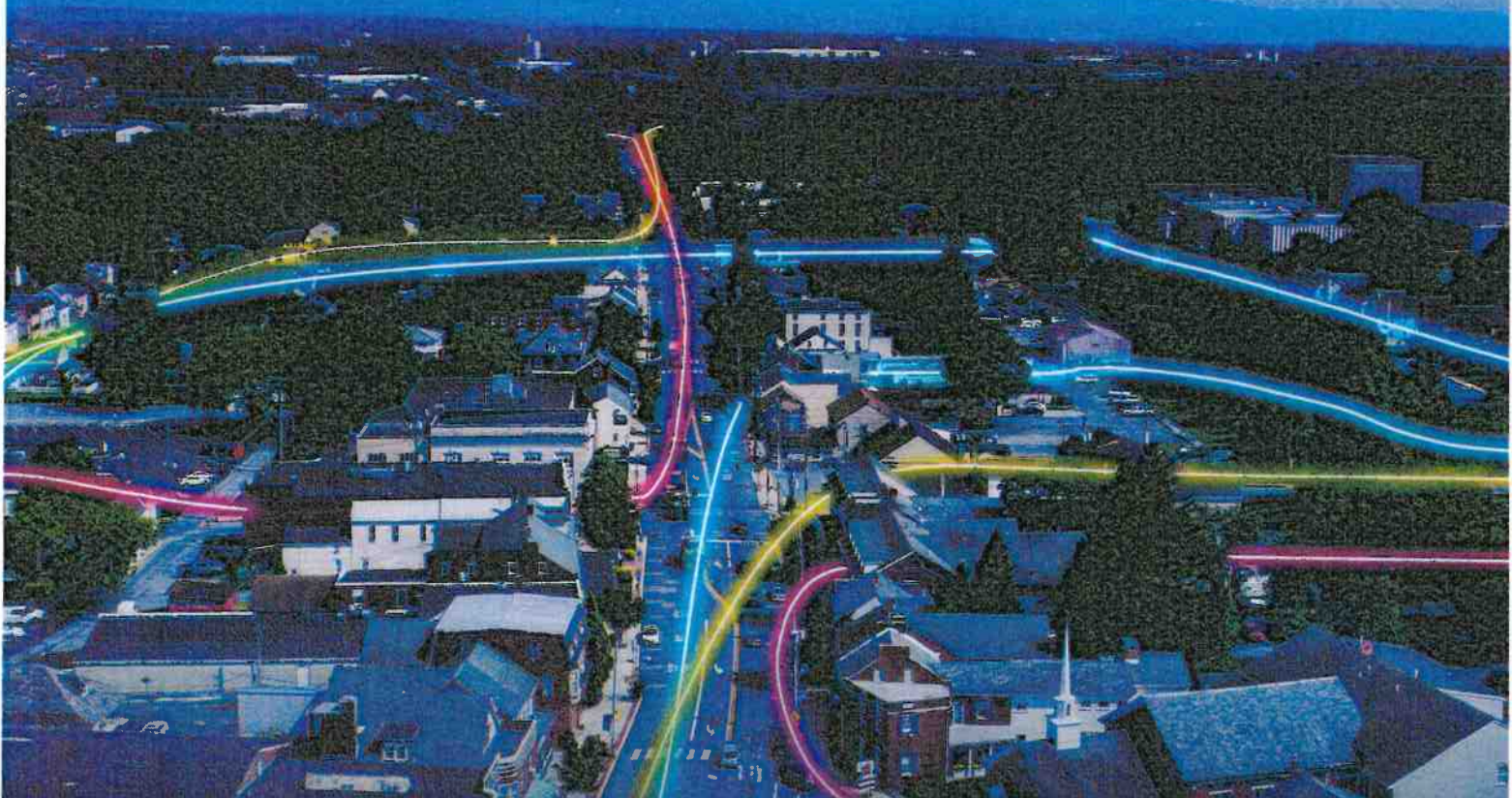
Kathy Morrison

Kathy Morrison, Chair
Mount Joy Borough Parks Advisory Board

cc: Mrs. Mary Ginder – Mount Joy Borough Public Works Committee Chair
Mr. Mark Pugliese – Mount Joy Borough Manager



11e



NETWORKING

MAKING CONNECTIONS COUNT

112TH ANNUAL CONFERENCE & EXHIBITION

JUNE 2-5, 2024

HERSHEY LODGE

112TH ANNUAL CONFERENCE REGISTRATION

June 2-5, 2024

REGISTRATION FORM 2024

Borough: _____
County: _____
Contact Person: _____
Phone: _____
Email: _____

TO REGISTER:

ONLINE: Go to
www.myaccount.boroughs.org
 (Conferences Tab)

BY CHECK: Complete and return
 this form with payment to:
**PSAB, 2941 North Front Street,
 Harrisburg, PA 17110**

Delegate Name <i>(As you want it to appear on badge)</i>	1st Time Attendee	Package Letter	Title	Family/Guest (Full Name)	Package Letter	Boot Camp	Capitol Tour
1.							
2.							
3.							
4.							

 Special Requirements (Please list name): _____

By April 24 After April 24

<input checked="" type="checkbox"/>	\$250	\$300	Package A – FULL PACKAGE Includes: All Sessions, Sunday Dinner/Reception, Monday & Tuesday Lunch, Tuesday Banquet, Breaks, Gift, and Conference Materials	\$ _____
<input type="checkbox"/>	\$100	\$125	Package B – SUNDAY ONLY Includes: Sunday Exhibits, Sunday Dinner/Reception, Keynote Address, and Gift	\$ _____
<input type="checkbox"/>	\$100	\$125	Package C – MONDAY ONLY Includes: Monday's Sessions, Lunch, Breaks, Gift, and Conference Materials	\$ _____
<input type="checkbox"/>	\$100	\$125	Package D – TUESDAY ONLY Includes: Tuesday's Sessions, Lunch, Breaks, Gift, and Conference Materials Note – Package does <u>not</u> include the Banquet.	\$ _____
<input type="checkbox"/>	\$190	\$190	Package E – FAMILY/GUEST PACKAGE Includes: All Sessions, Sunday Dinner/Reception, Monday & Tuesday Lunch, Tuesday Banquet, Breaks, and Gift (See page 11 for activities.)	\$ _____
<input type="checkbox"/>	\$25	\$25	Extra Awards Luncheon Ticket(s) (Tuesday, June 4)	\$ _____
<input type="checkbox"/>	\$60	\$60	Extra Banquet Ticket(s) (Tuesday, June 4)	\$ _____
<input type="checkbox"/>	Free	Free	Mini Boot Camp (Sunday, June 2 - see page 10.) (If registered for PSAB Conference.)	\$ _____

Total Payment \$ _____

Hershey Lodge Reservations – Deadline is April 24, 2024 or until Sold Out. See Page 9 for details.

12a

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

Resolution No. 2024-07

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF MOUNT JOY, LANCASTER COUNTY, PENNSYLVANIA, SHOWING THE BOROUGH'S INTENT TO ALLOW THE SUSPENSION OF A BANNER ACROSS STATE ROUTE 230 (SR230), EAST MAIN STREET.

WHEREAS, the Borough of Mount Joy intends to allow the suspension of a banner across SR 230, near the Borough Offices located at 21 East Main Street, Mount Joy.

WHEREAS, the banner will be suspended on Mount Joy Borough owned and maintained banner poles across SR 230 at a height of at least 17'6" above the highway; and

WHEREAS, the banner will be constructed to Borough specifications; and

WHEREAS, the requesting organization assumes full responsibility for damage to banner poles and all liability for damages occurring to any persons or property arising from the act or omission associated with the banner; and

WHEREAS, banners with more than 20% of the message relating to the advertising of a commercial product, enterprise, business or company and event are not related to a national, state, regional, or local function or charitable affair will not be permitted; and

WHEREAS, during the installation and removal of the banner, traffic control will be performed in accordance with the most current Publication 213.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Borough Council of the Borough of Mount Joy, that this Resolution, designating the Borough of Mount Joy's intent to allow the suspension of a banner across SR 230, East Main Street, specifying the conditions set forth by the Pennsylvania Department of Transportation and the Borough of Mount Joy, and permitting the organization listed below to suspend a banner under the following conditions is hereby approved by the Borough Council of the Borough of Mount Joy in lawful session assembled.

Organization: **Kraybill Mennonite School**
Banner Size: **30' X 3'**
Message and Event: **2024 Benefit Auction and Pig Roast**
Dates: **April 29, 2024 – May 11, 2024**

Organization: **Borough of Mount Joy**
Banner Size: **30' X 3'**
Message and Event: **Donegal High School Graduation**
Dates: **May 24, 2024 – June 7, 2024**

Organization: **Friends of Milanof-Schock Library**
Banner Size: **30' X 3'**
Message and Event: **Book Sale at Donegal High School**
Dates: **June 7, 2024 – June 22, 2024**

ADOPTED, by the Council of the Borough of Mount Joy, at a public meeting this 4th day of March 2024.

ATTEST:

Borough (Assistant) Secretary

Borough (Vice) Council President

[BOROUGH SEAL]

12a



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

REQUEST APPLICATION FOR BANNER TO BE DISPLAYED ON BOROUGH BANNER POLES

ORGANIZATION NAME: Kraybill Mennonite School	REPRESENTATIVE NAME: Holly M. Ford
ORGANIZATION ADDRESS: 598 Kraybill Church Road Mount Joy PA 17552	REPRESENTATIVE PHONE: 717-653-5236. x4004
	REPRESENTATIVE EMAIL: holly.ford@kraybillmennonite.org
NAME OF EVENT: 2024 Benefit Auction and Pig Roast	DATE OF EVENT: May 10 and 11, 2024
DATES REQUESTED FOR BANNER TO BE DISPLAYED: April 29 to May 11, 2024	

I Holly M. Ford representing Kraybill Mennonite School
Name Organization

- Have read and understand the Borough's Policy for Banners Displayed on Borough Banner Poles and Banner Specifications.
- Acknowledge that the banner will contain no more than 20% of message relating to naming or advertising a commercial product, enterprise, business or company.
- Acknowledge that no more than 20% of the message contained on the banner will be related to the naming or advertising of a commercial product, enterprise, business or company.
- Understand that PennDOT, upon review of request, may deny this request.
- Understand that receipt of PennDOT banner permit may take up to 12 weeks from date this request is submitted to the Borough and that the Borough is not responsible for additional delays during the PennDOT review process.

Holly Ford
Signature of Organization Representative

12/18/2023
Date

Holly Ford 717-538-7439
Organization Emergency Contact Name(s) and Telephone Number(s)

For Borough Use Only

Date Application Received: December 18, 2023	<input checked="" type="checkbox"/> Certificate of Insurance Received
Date of Next Public Safety Committee Meeting: February 26, 2024	NOTES Resolution 2024- ? Certificate received.
Date of Borough Council Meeting Following Public Safety Committee Meeting: March 04, 2024	

The Borough Council Public Safety Committee and the Borough Council will consider banner requests on a case by case basis and reserve the right to reject any request as deemed to be in the best interest of the Borough, the Borough Council and Borough residents.



**Mount Joy Borough
21 East Main Street
Mount Joy, PA 17552**

REQUEST APPLICATION FOR BANNER TO BE DISPLAYED ON BOROUGH BANNER POLES

ORGANIZATION NAME: Borough of Mount Joy, PA	REPRESENTATIVE NAME: Mark G. Pugliese 1, Mount Joy Borough Manager
ORGANIZATION ADDRESS: 21 East Main Street Mount Joy, PA 17552	REPRESENTATIVE PHONE: 717-653-2300
	REPRESENTATIVE EMAIL manager@mountjoypa.org
NAME OF EVENT: Donegal High School Graduation	DATE OF EVENT: June 5, 2024
DATES REQUESTED FOR BANNER TO BE DISPLAYED: May 24- June 7, 2024	

I, Mark G. Pugliese 1 representing Borough of Mount Joy, PA
Name Organization

- Have read and understand the Borough’s Policy for Banners Displayed on Borough Banner Poles and Banner Specifications.
- Acknowledge that the banner will contain no more than 20% of message relating to naming or advertising a commercial product, enterprise, business or company.
- Acknowledge that no more than 20% of the message contained on the banner will be related to the naming or advertising of a commercial product, enterprise, business or company.
- Understand that PennDOT, upon review of request, may deny this request.
- Understand that receipt of PennDOT banner permit may take up to 12 weeks from date this request is submitted to the Borough and that the Borough is not responsible for additional delays during the PennDOT review process.


Signature of Organization Representative February 05, 2024
Date

Jill Frey, Assistant Borough Manager 717-653-2300
Organization Emergency Contact Name(s) and Telephone Number(s)

For Borough Use Only

Date Application Received: February 05, 2024	<input checked="" type="checkbox"/> Certificate of Insurance Received
Date of Next Public Safety Committee Meeting: February 26, 2024	NOTES
Date of Borough Council Meeting Following Public Safety Committee Meeting: March 04, 2024	

The Borough Council Public Safety Committee and the Borough Council will consider banner requests on a case by case basis and reserve the right to reject any request as deemed to be in the best interest of the Borough, the Borough Council and Borough residents.



**Mount Joy Borough
21 East Main Street
Mount Joy, PA 17552**

REQUEST APPLICATION FOR BANNER TO BE DISPLAYED ON BOROUGH BANNER POLES

ORGANIZATION NAME: Friends of the Milanof-Schock LIBRARY	REPRESENTATIVE NAME: Lora L. Jones
ORGANIZATION ADDRESS: 1184 Anderson Ferry Road Mount Joy PA 17552	REPRESENTATIVE PHONE: 717-342-3285
	REPRESENTATIVE EMAIL fourlora@comcast.net
NAME OF EVENT: Book Sale at Donegal High School	DATE OF EVENT: June 17-22-2024
DATES REQUESTED FOR BANNER TO BE DISPLAYED: June 1-22 2024	

I Lora L. Jones representing Friends of the Milanof-Schock Library,
Name Organization

- Have read and understand the Borough's Policy for Banners Displayed on Borough Banner Poles and Banner Specifications.
- Acknowledge that the banner will contain no more than 20% of message relating to naming or advertising a commercial product, enterprise, business or company.
- Acknowledge that no more than 20% of the message contained on the banner will be related to the naming or advertising of a commercial product, enterprise, business or company.
- Understand that PennDOT, upon review of request, may deny this request.
- Understand that receipt of PennDOT banner permit may take up to 12 weeks from date this request is submitted to the Borough and that the Borough is not responsible for additional delays during the PennDOT review process.

Lora L. Jones October 25, 2023
Signature of Organization Representative Date

Joseph McIlhenny 717-653-1510
Organization Emergency Contact Name(s) and Telephone Number(s)

For Borough Use Only

Date Application Received: October 25, 2023	<input checked="" type="checkbox"/> Certificate of Insurance Received
Date of Next Public Safety Committee Meeting: February 26, 2024	NOTES Waiting on COL. Organizers advised. Rec'd 2/23/24 Resolution 2024-? approved and signed.
Date of Borough Council Meeting Following Public Safety Committee Meeting: March 04, 2024	

The Borough Council Public Safety Committee and the Borough Council will consider banner requests on a case by case basis and reserve the right to reject any request as deemed to be in the best interest of the Borough, the Borough Council and Borough residents.

Borough of Mount Joy

Lancaster County, Pennsylvania

Resolution No. 2024-08

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF MOUNT JOY, LANCASTER COUNTY, PENNSYLVANIA, SHOWING THE BOROUGH'S INTENT TO ALLOW THE CLOSURE OF STATE ROUTE 230 (SR230), MAIN STREET FOR THE PURPOSE OF PARADE, PROCESSION OR ASSEMBLAGE.

WHEREAS, the Borough of Mount Joy intends to allow the closure SR 230, Main Street, Mount Joy: and

WHEREAS, closure of SR 230 will be for the purpose of parade, procession or assemblage in accordance with Borough Ordinances; and

WHEREAS, the requesting Borough of Mount Joy accepts liability for the Parade, Procession or Assemblage and further names Pennsylvania Department of Transportation, District 8 as a certificate holder; and

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Borough Council of the Borough of Mount Joy, that this Resolution, designating the Borough of Mount Joy's intent permit the closure of SR 230, Main Street Mount Joy, specifying the conditions set forth by the Pennsylvania Department of Transportation and the Borough of Mount Joy, and permitting the closure of SR 230 is hereby approved by the Borough Council of the Borough of Mount Joy in lawful session assembled.

Parade, Procession or Assemblage: **Memorial Day Parade**
Street(s)/State Route(s): **State Route 230 between Angle Street and Barbara Street**
Date(s): **May 25, 2024**
Time(s): **8:00 am until 5:00 pm**

ADOPTED, by the Council of the Borough of Mount Joy, at a public meeting this 4th day of March 2024.

ATTEST:

Borough (Assistant) Secretary

Borough (Vice) Council President

[BOROUGH SEAL]



Mount Joy Borough

Established 1851 in Lancaster County, PA



Request application for Parade, Procession or Assemblage

ORGANIZATION NAME (If Applicable): Mount Joy Memorial Day Parade	REPRESENTATIVE NAME: John Coleman, Denny Brandt, Chris Brandt, Brenda Kready
ORGANIZATION ADDRESS: PO Box 67 Mount Joy, PA 17552	REPRESENTATIVE PHONE: 717-487-4555
	REPRESENTATIVE EMAIL:
NAME OF EVENT: Memorial Day Parade	DATE AND TIME OF EVENT: May 25 th , 2024 2:00 pm
SPECIFIC STREET(S) LOCATION, OR ROUTE REQUESTED (Include any attachments, maps, etc.): Main Street from Angle Street to Barbara Street	

I Brenda Kready representing Mount Joy Memorial Day Parade Committee
 Name Organization

- Have read and understood the Borough’s ordinance (Chapter 176) regarding parades and street assemblages.
- Acknowledge a permit will not be issued until the mayor is satisfied that such parade, procession or assemblage can and will be conducted without causing public disorder or unreasonable danger to persons or property.
- Acknowledge the applicant or applicants to whom any permit shall be issued hereunder shall, at their own cost, obtain all necessary consents from state authorities and shall provide all signs and barriers, and for the erection and removal thereof, which shall be required for any traffic or parking restriction or prohibition which shall be either requested by the applicant or required by the mayor.
- Acknowledge the mayor may require the applicant or applicants, individually or on behalf of any applicant organization, in writing, to undertake to obtain any necessary consent of other public authorities and to comply with all the requirements of this chapter and, specifically, to provide for erection and removal of such signs and barriers and persons to direct traffic as the mayor may deem necessary in connection with any traffic or parking restrictions or prohibitions requested by the applicant or required by the mayor. The mayor may require the applicant or applicants to furnish reasonable security for compliance with this chapter and the conditions of the permit.
- Acknowledge that failure to apply for a permit in a timely fashion may result in denial due to insufficient time available for planning and preparation.



Mount Joy Borough

Established 1851 in Lancaster County, PA



- Acknowledge every permit issued hereunder shall be effective only upon the condition that the applicant or applicants shall fully comply with all the requirements of this chapter and of the mayor hereunder. If the applicant or applicants shall fail to comply with any condition required to be performed before the holding of such parade, procession or assemblage, or if it shall appear that the holding thereof will be likely to cause serious public disorder or danger to persons or property, the mayor may revoke the permit by notice thereof to any one of the applicants before the beginning of such parade, procession or assemblage.
- Acknowledge that utilization of a roadway owned or exclusively maintained by the Commonwealth of Pennsylvania requires their written permission, and upon review of request, may deny this request.
- Acknowledge this permit does not give any right to property, either in real estate or in material, nor does this permit convey any exclusive privileges, nor shall it be construed to grant or confer any right, title, easement or interest in, to or over any land belonging to the Borough of Mount Joy, neither does it authorize any injury to private rights, nor any infringement of Federal, State, or local laws or regulations.
- Acknowledge that permittee will be held responsible for policing the area immediately following its use. Payment of a deposit may be required to ensure that the area is restored to its appearance before the event.
- Acknowledge and agree to indemnify and save harmless the Borough of Mount Joy, its officers, agents and employees for any and all claims and losses for personal injuries or property damage to any person, firm, or corporation arising out of the exercise of this permit.

BOROUGH MANAGER: <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Comments or additional conditions:
DATE:	
PUBLIC WORKS DIRECTOR: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Comments or additional conditions:
DATE:	
CHIEF OF POLICE: <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Comments or additional conditions:
DATE:	
MAYOR: <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Comments or additional conditions:
DATE:	

Date application received: 01/01/2024	Certificate of Insurance Received: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
----------------------------------------------	---------------------------------------------------------------------------------------------------------------



Returns Department
 104 Independence Way
 Coatesville PA 19320
 United States
 www.wpsginc.com
chris.wills@wpsginc.com
 (484) 753-3499

12c.
 Return Authorization

Rtn. Auth. #	RMA11796
Date	02/06/2024

Bill To:
 Mount Joy Borough Police
 Department
 21 E Main St
 Mount Joy, PA 17552-1415
 United States

Ship To:
 Mount Joy Borough Police
 Department
 21 E Main St
 Mount Joy, PA 17552-1415
 United States

Glock 22 Gen 3 Trade In

Customer ID	Customer Name	Sales Rep
4267	Mount Joy Borough Police Department	Chris Wills

#	Item Name	Description	Quantity	Price	Amount
1	GLOCK-22-GEN3-USED	Glock, Model 22, Used Glock, Model 22, Semi Auto, 40 S&W Gen3 Gun	1	250.00	250.00

If you have any questions regarding this return request Please contact Customer Service: Phone: (800) 852-6088	Subtotal:	250.00
	Discount:	0.00
	Tax Total:	0.00
	Total:	250.00



lad,

INDEMNIFICATION AGREEMENT

THIS AGREEMENT made this 6th day of February, 2024, by and between the Mt. Joy Borough, a political subdivision with its municipal offices located at 21 East Main Street Mount Joy, PA 17552 (the "Borough"), and Make-A-Wish Foundation of Philadelphia, Delaware & Susquehanna Valley, a nonprofit corporation addressed at 5 Valley Square, Suite 210 Blue Bell PA 19422 ("Make-A-Wish").

WITNESSETH:

WHEREAS, MAKE-A-WISH will perform a truck convoy run on state and municipal roadways as a de facto or partial closure starting at 1:30pm, Sunday, May 12th, 2024 (the "Event"); and

WHEREAS, while MAKE-A-WISH has not formally requested the full closure of any roads in Mt. Joy Borough during the Event, the coordinated grouping of participants in the Event, and the expectation that the participants will be given right-of-way during the Event in at least one lane on the roadway, such represents a de facto road closure; and

WHEREAS, the Borough is willing to authorize the use of roadways in the Borough on May 14th, 2023 for the purpose of holding the Event if MAKE-A-WISH agrees to bear certain costs, if applicable, indemnify the Borough for any damages which might arise and claims on costs the Borough might incur, and utilizes certified flaggers at all intersections and any areas where participants in the Event will be crossing the flow of vehicular traffic.

NOW, THEREFORE, with the following background incorporated herein by reference and intending to be legally bound the parties agree as follows:

1. MAKE-A-WISH agrees to defend, indemnify and hold harmless the Borough and its officers, agents and employees from and against all claims, damages, liability, losses and expenses, including attorneys' fees and cost of investigation and defense, arising out of or resulting from the use of roadways in the Borough to enable conduct of the Event. MAKE-A-WISH assumes all risks and shall bear all losses resulting from any injury to property or persons occasioned by neglect or accident relating in any manner to the use of Borough roadways, the detouring of traffic as a result of the use of Borough roadways or the conduct of the Event.
2. MAKE-A-WISH shall obtain and maintain at all times during the course of the using Borough roadways comprehensive general liability insurance and shall present evidence of such insurance coverage to the Borough. The Borough shall be named as an additional insured on such policy.
3. MAKE-A-WISH shall bear all costs, if applicable, of police protection and the erection of barriers as a condition of using Borough roadways.
4. MAKE-A-WISH shall utilize certified traffic control personnel at all intersections and any areas where participants in the Event will be crossing the flow of vehicular traffic.

5. MAKE-A-WISH acknowledges that the Borough has no jurisdiction or authority over the use and/or closure, either partial or full, of roads under the jurisdiction of the Commonwealth of Pennsylvania.
6. The undersigned person executing this Agreement on behalf of MAKE-A-WISH represents and warrants that he or she is authorized to execute this Agreement.
7. This Agreement shall be binding upon the parties, their successors and assigns.

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

Mt. Joy Borough:

Signature: _____ Witness: Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

[BOROUGH SEAL]

Make-A-Wish

Signature: _____

Name Jennifer Davis

Title: : Chief Executive Officer



1. Depart MPAA via Kennedy Court/Power Road
2. Turn right on Auction Road
3. Turn right on Junction Road (weight limit bridge straight ahead, no left turn for trucks)
4. Turn left on Mill Road
5. Turn right on S Colebrook Road
6. Turn left on Mount Joy Road/772 at light
7. Go through light at Esbenshade Road (LCBC Church on right after light)

8. Turn right on 283 West
9. Take Rheems/Elizabethtown exit, turn left on Cloverleaf Road at light
10. Go through light at Schwanger Road
11. Go through light at Norlanco Drive
12. Turn left on W Main Street/230 at light
13. Go through 7 lights in Mount Joy (Angle St, Orchard Rd, 772, Market St, Barbara St, Lefever Rd, Giant Shopping Center)

***IF RETURNING TO MANHEIM:**

- A. Turn left on Esbenshade Road
- B. Turn left on Strickler Road
- C. Turn right on Mount Joy Road/772
- ... Backtrack remaining route to Manheim and enter via Kennedy Court/Power Road

***IF DEPARTING AFTER CONVOY (trucks do not need to return unless specified):**

- I. 283 West: turn left on Esbenshade Road and take ramp to left onto 283 West
- II. 283 East: do NOT turn on Esbenshade, continue straight through light onto 283 East

BOROUGH OF MOUNT JOY

Lancaster County, Pennsylvania

ORDINANCE NO. 01-2024

AN ORDINANCE TO AMEND THE MOUNT JOY BOROUGH CODE OF ORDINANCES, CHAPTER 255, VEHICLES AND TRAFFIC, TO REVISE REGULATIONS GOVERNING PARKING ON WOOD STREET AND CHOCOLATE AVENUE.

BE AND IT IS HEREBY ORDAINED AND ENACTED by Borough Council of the Borough of Mount Joy, Lancaster County, Pennsylvania, as follows:

Section 1. The Code of Ordinances of the Borough of Mount Joy, Chapter 255, Vehicles and Traffic, Article IV, Parking Regulations, §255-63, Parking Prohibited at all Times in Certain Locations, to add the following parking prohibitions in alphabetical order:

<u>Street</u>	<u>Side</u>	<u>Between</u>
Chocolate Avenue	West	Wood Street and the southern property line of 303 Chocolate Avenue
Wood Street	South	From a point 40 feet east of the western property line of 303 Chocolate Avenue and Chocolate Avenue
Wood Street	South	South Market Street and a point 60 feet east.
Wood Street	South	South Market Street and a point 70 feet west

Section 2. All other sections, parts and provisions of the Code of Ordinances of the Borough of Mount Joy shall remain in full force and effect as previously enacted and amended.

Section 3. In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such invalidity, illegality or unconstitutionality shall not affect or impair the remaining provisions, sections, sentences, clauses or parts of this Ordinance, it being the intent of Borough Council that the remainder of the Ordinance shall be and shall remain in full force and effect.

Section 4. This Ordinance shall take effect and be in force from and after its enactment as provided by law.

DULY ORDAINED AND ENACTED this _____ day of _____, 2024, by Borough Council of the Borough of Mount Joy, Lancaster County, Pennsylvania, in lawful session duly assembled.

BOROUGH OF MOUNT JOY
Lancaster County, Pennsylvania

Attest: _____
(Assistant) Secretary

By: _____
(Vice) President
Borough Council

[BOROUGH SEAL]

Examined and approved as an Ordinance this _____ day of _____, 2024.

By: _____
Mayor

Section 3.10 Public Notice

The Commission shall conspicuously post in the Borough building notice of the hiring or promotional testing time and place of every examination, together with the information as to the type of position to be filled, the requirements for that position, where the applications may be obtained for the examination, and the deadline for filing those applications. In addition, at least two (2) weeks prior to the close of the application period, publication of the notice shall occur in at least one newspaper circulating generally in the Borough. *The Borough may participate in a police testing consortium with other police agencies, in which case the testing consortium will be responsible for notifications and postings in accordance with this Subsection.*

4.3 Appointment of Examination Administrator

The Commission shall appoint a written examination administrator **and** an oral examination Administrator ~~a medical examiner and a psychological examiner~~ to conduct the appropriate examinations required by these Rules and Regulations. The Borough may participate in police testing consortium with other police agencies, in which case the testing consortium *will be recognized as appointed as written examination administrator under this section and* may require application or examination fees, and the examination will be administered in accordance with the rules and regulations of such testing consortium.

4.4 Written Examinations

The written examination shall be graded on a 100-point scale, and an Applicant must score seventy percent (70%) or higher in order to continue in the application process. Applicants scoring less than seventy percent (70%) shall be rejected. Within thirty (30) days after the administration of the written examination, all Applicants shall be given written notice of their test results and passing Applicants shall be scheduled for an oral examination appointment. *The Borough may participate in a police testing consortium with other police agencies, in which case the testing consortium will be responsible for notifications to the applicant regarding their test results. The Borough will administer an oral examination in accordance with section 4.5 Oral Examination.*

4.5 Oral Examination

Every Applicant who scored seventy percent (70%) or higher and receives one of the top ten (10) highest scores, including ties in the written examination shall be given an oral examination, which will be graded on a 100-point scale, with a score of seventy percent (70%) or higher necessary for

passing. The oral examination shall involve questioning the Applicant on how he would handle situations relevant to police work. Within thirty (30) days after the Applicant's oral examination, they shall be informed of their oral examination and total overall score, and each passing Applicant shall be informed of the next step in the examination process. *The Borough may participate in a police testing consortium with other police agencies, in which case the testing consortium will be responsible for notifications to the applicant regarding their test results.* At the discretion of the Police Chief of the Police Department, if the Police Chief is appointed oral examination administrator, he/she may designate police chiefs or command staff of other police agencies and/or command staff of the Police Department with experience, to conduct oral examinations. *The oral interviews (Exams) shall be at the reliance of the Police Chief to appoint (3) Outside Police Chiefs or Local Command Staff who have experience in conducting oral examinations.*

4. 7 Polygraph Examination or CVSA (Computer Voice Stress Analyzer) Examination

Each Applicant for a full-time police officer position who has passed the written and oral examinations and the physical agility test shall be required to take a *polygraph examination or CVSA (Computer Voice Stress Analyzer) examination* as part of the background investigation. If approved by the Commission, each Applicant for a part-time position in the Police Department may be required to take a polygraph examination *or CVSA (Computer Voice Stress Analyzer) examination* as well. All polygraph examinations *or CVSA (Computer Voice Stress Analyzer) examinations* shall be subject to the following standards and requirements:

- (a) The Commission must appoint The Chief of Police or his designee shall utilize a certified polygraph examiner in good standing to conduct the polygraph examinations, or a certified CVSA (Computer Voice Stress Analyzer) examiner in good standing to conduct the CVSA examinations. The Commission reserves the right to accept/reject any testing results conducted by this examiner for just cause.*
- (b) Prior to testing, the Applicant shall complete a pre-polygraph booklet or pre-CVSA (Computer Voice Stress Analyzer) booklet containing questions inquiring into the Applicant's background. This booklet shall be reviewed with the Applicant prior to testing.*
- (c) (c) Prior to testing, the examiner shall explain the testing instrument and testing procedures to the Applicant and shall review the questions that will be asked during the examination.*
- (g) The examiner shall submit a report from each examination to the Chief of Police within five days of the examination. The report should indicate whether the Applicant has revealed information inconsistent with the Applicant's application or background investigation and whether the Applicant has been deceptive with respect*

to any of the criteria that could cause rejection of the Applicant under Subsections 3.5

or 3.7. The Chief of Police shall consider the results of the examination in

making his recommendation to the Commission in accordance with Subsection 4.9(c).

(h) The Commission may adopt a polygraph or CVSA (Computer Voice Stress Analysis) examination policy which sets forth in detail the procedures for conducting the examinations. After the adoption of a polygraph or CVSA (Computer Voice Stress Analysis) policy, all polygraph examinations or CVSA (Computer Voice Stress Analysis) examination shall comply with such policy.

4.9 Background Investigation

1. Add section- A review of all social media accounts and postings, regardless of activity/inactivity.

(6) A polygraph examination *or CVSA (Computer Voice Stress Analysis) examination* in accordance with Subsection 4.7.

5.5 Medical and Psychological Examinations

(b) The physician or other qualified medical professional and the psychiatrist or psychologist shall *be appointed by Council upon the recommendation of the Chief of Police or designee*, and shall render an opinion as to whether the conditional appointee has a physical or mental condition which calls into question the person's ability to perform all of the essential functions of the position for which the person was conditionally appointed.



**MOUNT JOY AREA
CHAMBER OF COMMERCE**

Connecting Business & Community Since 1939

13c

February 23, 2024

Mount Joy Borough Council

The Chamber would like to request that we may hold once again this year our community event, Music in Memorial Park. The dates are:

Sunday, July 28, 5:30 to 7:30pm with food being available at 5pm: Kracker Beez as our entertainment and Food Truck Spud Muffin

Sunday, August 4, 5:30 to 7:30pm with food being available at 5pm: Lower Paxton Variety Band (we are working on confirming this) as our entertainment and Food Truck Piper Belle's BBQ

Sunday, August 11, 5:30 to 7:30pm with food being available at 5pm: Stu Huggens as our entertainment and this is the Chamber's hot dog & ice cream social night where we have free hot dogs, ice cream, all the toppings, bags of snacks and drinks while they last. We have enough for 300 and it is all gone every year!! This is only possible thanks to our amazing Chamber members and their monetary and product donations.

Last year we had approximately 200 + community members at each of the first two evenings and 300+ and our third week. Many ask why we don't hold more than three evenings and quite honestly it is due to the cost of the bands.

Thank you so much.
Ashley & Kerry

Ashley Zell, Executive Director

Kerry Meyers, Executive Assistant

Mount Joy Chamber of Commerce

62 E. Main Street, Suite 1

Mount Joy, PA 17552

717-653-0773 phone/fax

www.mountjoychamber.com

ashley@mountjoychamber.com

Borough of Mount Joy
Lancaster County, Pennsylvania
Resolution No: 2024-06

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

WHEREAS: the Borough of Mount Joy has various excess equipment; and

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

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

- 2011 Ford F350 Regular Cab Pickup - 4WD, 6.2 L, 6 Speed Auto Trans, 61,348 Miles, Fisher Snowplow Hookup (no plow), Clean, Well Maintained,
- 2 – sets of aluminum ramps
- Stihl BR430 Backpack Blower – Runs, 1 strap is broken.
- Simpson Power Washer – 3100 PSI, Honda Motor, Leaks water when running.
- 2010 North Newton Trailer – 6ft x 12ft,
- 2 - Jobox – Truck bed toolboxes – Stainless Steel, good condition, latches and locks work.
- MultiQuip MTX-60 Jumping Jack tamper.
- Snapper 20" walk-behind, self-propelled mower. Kawasaki motor.
- Miscellaneous two-way radios, hand-held and vehicle models.
- Misc. traffic signal control equipment: Loop controllers, 6-Genesis signal controllers, 2-Econolite signal controllers.

DULY ADOPTED this 4th day of March 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

Clean Water Fund Grantee Partner Agreement

This grantee partner agreement details the responsibilities of the Lancaster County Conservation District ("Conservation District"), the Lancaster Clean Water Partners ("the Partners"), and your organization ("Grantee Partner") and the terms and conditions of the grant. This agreement binds the Grantee Partner to execute the project as described in the scope of work below. The Lancaster County Conservation District requires this agreement to be signed and submitted before funds can be reimbursed.

Agreement #: CAP2024-004

Grantee Partner: Mount Joy Borough

Partner Unique Entity Identifier (UEI): DELTTZY6J188

Project Name: Little Chiques Creek Stream Restoration

Amount Awarded: \$940,000

Catalog of Federal Domestic Assistance (CFDA) number (All funding sources): 66.964 - Chesapeake Bay Program Implementation, Regulatory/Accountability and Monitoring Grants

Funding Sources (100% federal):

- Source 1: **CBIG MEB**
 - Funding Source Amount: **\$933,211**
- Source 2: **IIJA MEB**
 - Funding Source Amount: **\$6,789**

Term of Agreement: January 1, 2024 – April 30, 2025

Final Report/Reimbursement Request Due: June 30, 2025

Project Location: 229 Park Avenue, Mount Joy, PA 17552

Scope of Work:

3,000 LF of stream/floodplain restoration (NRCS Practice Code 580, "Streambank and Shoreline Protection")

2 AC riparian forest buffer (NRCS Practice Code 391 - "Riparian Forest Buffer")

Notices:

All necessary coordination and communication required to carry out this Agreement, including meetings between the parties, as well as all written notices, shall be done through the individuals indicated below. If the contact person changes for either entity, the other party should be notified as soon as possible.

	<i>Conservation District:</i>	<i>Grantee Partner:</i>
Attention	Andrew Pauls-Thomas, Grants Coordinator	Mark Pugliese, Borough Manager
Address	1383 Arcadia Road, Lancaster, PA 17601	21 E Main St, Mount Joy, PA 17552
Telephone	(717) 874 2538	717-653-2300
Email	andrewpaulstomas@ lancasterconservation.org	manager@mountjoypa.org

Contract Requirements and Subcontractors/Consultants

All requirements listed in this agreement apply to any subcontractors or consultants employed by the Grantee Partner to assist with the implementation of this grant. It is the responsibility of the Grantee Partner to inform and ensure that subcontractors and consultants are in compliance with the requirements outlined in this agreement.

Reporting and Invoicing

The Grantee Partner is responsible for completing any progress reports, completion reports, financial documentation, and/or other requirements requested by the Lancaster County Conservation District. The attached, Grantee Orientation Packet, outlines all invoicing and reporting requirements.

Grantee Partners must provide a completed W-9 at the time of this signed Grantee Partner Agreement.

For a reimbursement request to be considered complete, all required attachments set forth in the Grantee Orientation Packet must be provided. The Conservation District will pay all complete reimbursement requests within 90 days of receipt if sufficient funding has been provided by the Pennsylvania Department of Environmental Protection. The final 25% of the grant amount will be held until a final report and site visit has been completed in addition to all other required attachments for reimbursement requests. Reimbursements will only be paid to the grantee and it is the responsibility of the grantee to pay their sub-contractors/consultants directly.

The Lancaster County Conservation District reserves the right to request the return of funds already distributed, and/or decline to fund future requests in the event that reporting requirements are not met by the Grantee Partner.

Grantee Partners must be current with all reporting requirements to be eligible to apply for additional funding from the Lancaster County Conservation District.

Insurance

The Grantee Partner, at its sole expense, shall carry and maintain, in full force at all times during the term of this Agreement, the following insurance coverages: (1) fire and casualty, (2) liability, and/or, (3) a comprehensive package with minimum \$1,000,000 coverage.

Prior to the commencement of the performance of Services, Grantee Partner shall furnish to the Conservation District a certificate of insurance evidencing all required coverage with at least the limits required herein, naming the Lancaster County Conservation District and Lancaster Clean Water Partners its officials, agents, and employees as Additional Insured.

Records, Audit and Inspection

Grantee Partner shall maintain such records as may be necessary to adequately reflect the accuracy of Grantee Partner's charges and invoices for reimbursement under this Agreement and such other additional records as the Conservation District may reasonably require in connection with this Agreement. Grantee Partner shall preserve such records in accordance with statutory requirements, but in no case for less than five years after the date of final payment, or if litigation, monitoring or audit is started prior to the end of the contract, until all issues are resolved, without additional reimbursement or compensation therefore.

Grantee Partner agrees that until the expiration of five years after final payment under this Agreement, Federal and Commonwealth auditors and other persons duly authorized by the Conservation District shall have access to and the right to examine any records of the Grantee Partner involving transactions related to this Agreement. Grantee Partner facilities or such part thereof as may be utilized in the performance of

this Agreement and Grantee Partner's records shall be subject at all reasonable times to inspection and audit by the Commonwealth and Federal auditors and other persons duly authorized by the Lancaster County Conservation District.

Change to Project Scope or Extension

If the project's scope of work or timeline is no longer feasible or has changed please contact the Conservation District contact, above, to discuss the situation. The Grantee Partner will be required to submit an amendment form which will undergo a review process; approval of these changes are not guaranteed and will be at the sole discretion of the Conservation District. Should the proposed changes be approved, an amended Grantee Partner Agreement will be prepared for signature by the parties hereto. If, however, the proposed changes do not satisfy the needs of this program the Grantee Partner agreement will be terminated, and funds will be re-allocated. Any and all changes or modifications to this Agreement must be in writing and signed by all parties.

Availability of Appropriated Funds

The parties agree that any and all payments due from the Conservation District, as required under the terms of the Agreement, are contingent upon the availability of appropriated funds.

This Agreement is made with the understanding that the Lancaster County Conservation District and/or Lancaster Clean Water Partners have no obligation to provide additional financial support to the Grantee Partner for this program or any future programs.

Expenditure of Funds

This grant is to be used for the identified purposes set forth in the grant application and/or budget worksheet ONLY. If you have questions about whether spending changes are allowable, please contact the Conservation District contact BEFORE any changes to expenditures are incurred. .

Grant funds must be spent within the timeframe outlined in this grantee partner agreement or specified extension period. In the following circumstances, the Grantee Partner would need to return the funds (including interest) and reapply for future funding:

- The Lancaster County Conservation District determines that the Grantee Partner has not performed in accordance with this agreement.
- The Grantee Partner loses its exemption from federal income taxes under Section 501 of the Internal Revenue Code or is no longer an organization described in Section 170 (c) of the Internal Revenue Code.
- Excess funds exist at the completion of the contract or extension period. The Grantee Partner is encouraged to contact the Lancaster County Conservation District before funds are returned, to explore alternate possibilities.

Modification and Termination

This agreement may be canceled or terminated without cause by either party by giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements. This agreement may be canceled or terminated by the Conservation District with cause by giving (10) calendar days advance written notice. The Conservation District, in emergency situations, is hereby allowed to whatever protective measures it would deem necessary.

Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.

Indemnity

To the fullest extent permitted by law, Grantee Partner shall defend, indemnify and hold harmless the

Lancaster County Conservation District and Lancaster Clean Water Partners, and their respective principals, officers, directors, agents, representatives, employees, volunteers, coordinators, sponsors, and partners, and all their successors and assigns from and against any and all claims, suits, actions, liabilities, causes of action, fines, penalties, costs, expenses relating to, or resulting from the performance of this project, and any activities of the Grantee Partner, its officers, employees, agents, contractors, invitees, and guests.

Public Announcement

The Lancaster County Conservation District and the Lancaster Clean Water Partners (Partners) value this important partnership with your organization, and we want to be associated with the work that you are doing. Please identify the Lancaster County Conservation District and the Partners as partnering agencies in any publicity that results from this grant, in whatever form it takes (press releases, interviews, public print and email communications, website, social media, etc.). Please use the Lancaster County Conservation District and the Partners' logos as appropriate.

Please provide the Partners staff with any publicity regarding this partnership where the County Conservation District and the Partners are mentioned for review. The Partners staff are available to answer questions and provide guidance on communicating our partnership.

Additionally, any publication related to the grant shall contain a statement indicating that this project has been funded wholly or in part by the Pennsylvania Department of Environmental Protection. This includes news releases or materials produced for media events. The following statement shall also be included in the final documentation: "The views expressed herein are those of the author(s) and do not necessarily reflect the views of the Department of Environmental Protection."

Integrity Provision

Grantee Partner shall maintain and shall ensure that its officers, employees, contractors volunteers maintain the highest standards of honesty and integrity during the performance of this Agreement and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations or other requirements applicable to Grantee Partner or that governs contracting with the Partners and Conservation District.

Debarment/Tax Liabilities

The Grantee Partner must certify, in writing, that as of the date of its execution of this contract, that neither the Grantee Partner, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Grantee Partner cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.

Equal Employment Opportunity

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Grantee Partner. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or Grantee Partner as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not

applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Regulations

General Obligations

Acceptance of these funds renders the Grantee Partner subject to the following terms and conditions:

- 1. Prevailing wage is required.** It is the responsibility of the grant recipient to register the project with the PA Department of Labor and Industry, and include prevailing wage notification in any proposal to solicit bids for the contract. Prevailing wage scale can be obtained from the Prevailing Wage Division of the Pennsylvania Department of Labor and Industry. Contact your solicitor or the Pennsylvania Department of Labor and Industry for additional guidance and questions. Additional information available from the PA Department of Labor and Industry can be found here: <https://www.dli.pa.gov/Individuals/Labor-Management-Relations/llc/prevailing-wage/Pages/default.aspx>. A prevailing wage "Notification letter" must be completed, kept in the project file, and submitted to the Conservation District. This letter ensures that applicants have verified that they are aware of prevailing wage requirements. Additionally, it is the responsibility of the grant recipient to assure prevailing wage has been paid and to obtain copies of certified payrolls from any contractors where prevailing wage applies. A notarized "Certified Statement of Compliance" should be completed and kept in the project file. This form is completed by each contractor and ensures they have met the requirement of the prevailing wage act.
- 2. Best Management Practices.** All best management practices must be implemented in a manner that follows NRCS specifications listed in the Pennsylvania Technical Guide and the BMP Quick Reference Guide.
- 3. Plan Review Required.** As conservation plans and/or manure management plans are developed by planners as a result of this work, copies of the plans shall be provided to Lancaster County Conservation District for review to ensure that they meet District and state standards. Existing conservation plans and/or manure management plans must be updated to include any best management practices implemented with the grant and the updated plan must be submitted to the Lancaster County Conservation District. Lancaster County Conservation District will ensure that all data will be entered into the Practice Keeper software tracking system so that accurate numbers can be reported to DEP for

credit in the EPA's model.

4. **As Built Design Submission.** Upon completion of the project outlined in this agreement, the Grantee Partner will provide 'as built' designs. The Grantee Partner will contact Clean Water Fund contact to set up a final walk through of the project. The Clean Water Fund contact will coordinate with Lancaster County Conservation District to verify project progress, approve completion, track data, and accurately record the project into FieldDocs or the Practice Keeper System. As-built plans shall be in a format and with information suitable for entry or upload into FieldDoc or PracticeKeeper. Information on the as-built plans required for FieldDoc upload include but are not limited to parcel(s) delineation for project location, BMP area delineation, BMP description and type(s), BMP coverage area in acres, and acres treated by BMP.
5. **Signage** Upon completion of the project outlined in this agreement, signage is optional at the project site. If grantee chooses to install signage, please contact the Clean Water Fund contact for signage guidelines. Signage can be paid for with grant dollars if included in the budget.
6. **Amendment and Modifications.** The Lancaster County Conservation District reserves the right to amend these guidelines at any time. The Grantee Partner will be notified of any changes.

Commonwealth Compliance Requirements

Right-to-Know

The Grantee Partner understands that records related to or arising out of this Agreement are subject to requests pursuant to the Pennsylvania Right to Know Law (RTKL).

If the Commonwealth of Pennsylvania and/or Lancaster County Conservation District (hereinafter called "Requesting Agencies") require the Grantee Partners' assistance in any matter arising out of the RTKL related to this Agreement, it shall notify the Grantee Partner using the legal contact information provided in the Agreement. The Grantee Partner, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Requesting Agencies.

Upon written notification from the Requesting Agencies that it requires the Grantee Partners' assistance in responding to a request under the RTKL for information related to this Agreement that may be in the Grantee Partners' possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Grantee Partner shall: Provide the Requesting Agencies, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Grantee Partners' possession arising out of this Agreement that the Requesting Agencies reasonably believes is Requested Information and may be a public record under the RTKL; and provide such other assistance as the Requesting Agencies may reasonably request, in order to comply with the RTKL with respect to this Agreement.

If the Grantee Partner considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Grantee Partner considers exempt from production under the RTKL, the Grantee Partner must notify the Requesting Agencies and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Grantee Partner explaining why the requested material is exempt from public disclosure under the RTKL.

The Requesting Agencies will rely upon the written statement from the Grantee Partner in denying a RTKL request for the Requested Information unless the Requesting Agencies determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the

Requesting Agencies determine that the Requested Information is clearly not exempt from disclosure the Grantee Partner shall provide the Requested Information within five (5) business days of receipt of written notification of the Requesting Agencies' determination.

If the Grantee Partner fails to provide the Requested Information within the time period required by these provisions, the Grantee Partner shall indemnify and hold the Requesting Agencies harmless for any damages, penalties, costs, detriment or harm that the Requesting Agencies may incur as a result of the Grantee Partners' failure, including any statutory damages assessed against the Requesting Agencies.

The Requesting Agencies will reimburse the Grantee Partner for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

The Grantee Partner may file a legal challenge to any Requesting Agencies decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee Partner shall indemnify the Requesting Agencies for any legal expenses incurred by the Requesting Agencies as a result of such a challenge and shall hold the Requesting Agencies harmless for any damages, penalties, costs, detriment or harm that the Requesting Agencies may incur as a result of the Grantee Partner's failure, including any statutory damages assessed against the Requesting Agencies, regardless of the outcome of such legal challenge. As between the parties, the Grantee Partner agrees to waive all rights or remedies that may be available to it as a result of the Requesting Agencies disclosure of Requested Information pursuant to the RTKL.

The Grantee Partner's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as the Grantee Partner has Requested Information in its possession.

Nondiscrimination/Sexual Harassment Clause

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.

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.

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.

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.

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.

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.

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-I") 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.

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.

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.

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.

Permits and Approvals

Any and all work funded through this grant cannot be started until you obtain all applicable local, state, and federal permits, clearances, and approvals. If your project involves measures to address

regulatory requirements such as a Pollutant Reduction Plan (PRP) or some other implementation plan required by an MS4 permit or a dam safety inspection/determination, you should contact the appropriate Department of Environmental Protection (DEP) regulatory program to discuss the interaction of this project with your permit requirements. The award of this grant does not relieve you from the obligation of meeting all applicable regulatory requirements, nor does it imply endorsement by DEP that the specific project will meet all regulatory requirements.

Federal Compliance Requirements

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et al., the Grantee Partner understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this contract, the Grantee Partner agrees to comply with the "General Prohibitions Against Discrimination", 28 C.F.R. § 35.

All work under this Agreement shall be performed in accordance with applicable statutes, rules and regulations of the Federal Government. All applicable Federal statutes and provisions of the Code of Federal Regulations (CFR) in effect on the date of execution of this Agreement are an integral part of this Agreement, including 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR §1327.101, AS APPLICABLE.

For construction contracts exceeding the Simplified Acquisition Threshold (currently \$250,000), bonding requirements at 2 CFR 200.326 apply. Copies of bond documents should be provided to the Conservation District. The Grantee Partner must require contractors to provide a bid guarantee and performance and payment bonds as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

The Grantee Partner agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act ("IIJA"), Public Law No. 117-58) which the Participant understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the Participant has requested and obtained a waiver from the cognizant Agency[1] pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Participant in writing that the Build America, Buy America Requirements are not

applicable to the Project. The Grantee Partner agrees to comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of the maturity of the Bonds, termination and/or repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions.

The Grantee Partner agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33. The Grantee Partner shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under this agreement. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The Contractor must provide the Conservation District with documentation of all procurements awarded in relation to the scope of work provided in this Agreement, regardless of the awarded amount. If such procurement involved a certified Minority Business Enterprise (MBE)/Disadvantaged Business Enterprise (DBE) entity, then that information must also be included. The Grantee Partner should exercise the six Good Faith Efforts found in 40 CFR Part 33v, Subchapter C, 40 CFR 33.501, and 2 CFR 200.321. Reporting of procurements and whether any are awarded to Minority Business Enterprises (MBEs)/Disadvantaged Business Enterprises (DBEs) will be required.

This agreement is funded in whole or in part by a grant from the United States Environmental Protection Agency (EPA); therefore, all applicable provisions of 40 CFR Parts 31 and 35 (Subpart O), in effect on the date of the Assistance Award for this project, are an integral part of this Agreement, as applicable. Further, the Contractor shall comply with the provisions pertaining to conflict of interest as required by 2 CFR §200.112. EPA has established a policy regarding conflicts of interest for applicants and recipients of Federal financial assistance awards from EPA. The policy can be found at: <http://www.epa.gov/ogd/epainterimfinancialassistancecoipolicy.htm>. Contractors should review this policy and its requirements which include certain disclosure requirements. Contractors must complete the applicable disclosure requirements.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) - Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections I 02 and I 07 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under section I 02 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is

permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) - All contracts and subgrants in excess of \$100,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal Grantor Agency.

Davis-Bacon Act (40 U.S.C. 276a to a-7) - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor (regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal Grantor Agency.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Additional Provisions.

The execution and delivery of this Agreement, and the actions contemplated hereby, have been duly authorized by all requisite corporate or company action on the part of all parties hereto. Each party has the corporate power and authority to consummate the transactions on its part contemplated hereby, none of which shall constitute any violation or breach of its Certificate of Organization, Operating Agreement, Articles of Incorporation or Bylaws, as the case may be. This Agreement constitutes the legal, valid and binding obligations of the Grantee Partner enforceable in accordance with its terms.

This Agreement is the entire Agreement between the parties; it shall not be amended unless in writing, signed by both parties.

This Agreement is binding on all parties, their heirs, successors and assigns.

This Agreement is governed and controlled by the laws of the Commonwealth of Pennsylvania without regard to that state's rules with regard to choice of law. Any dispute regarding this Agreement that is not able to be resolved between the parties shall be litigated in the Court of Common Pleas of Lancaster County, Pennsylvania.

In witness whereof, each party has caused this Agreement to be executed on the date set forth above.

SIGNATURE AND DATES*

Lancaster County Conservation District:

Authorized signature

Print Name Christopher Thompson, District Manager Date

Lancaster Clean Water Partners:

Authorized signature

Print Name Allyson Ladley Gibson, Coordinator Date


Grantee Partner: Mount Joy Borough

Authorized signature

Print Name _____ Date

March 2024



Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4 Council 7 PM	5 Authority 4 PM	6 Authority Fin Com 4 PM	7	8	9
10	11 Public Works 6:30 PM	12 Parks & Rec 6:30 PM	13 Plan Com 7 PM	14	15	16
17	18 Building Ad Hoc 5:30 PM	19 Authority 4 PM	20	21	22	23
24	25 Civil Service Com. 5:30 PM (as needed) Public Safety 6:30 PM	26	27 ZHB 7 PM	28 Admin / Finance 6:30 PM	29  OFFICE CLOSED	30
31 						

8m

MOUNT JOY BOROUGH
MEMORANDUM



TO: Council & Mayor

FROM: Mark G. Pugliese I, Borough Manager

DATE: February 29, 2024

RE: Manager's Report

1. I have processed two (2) **Right-To-Know Requests** so far for the month of February.
2. I have attended the Council Meeting, Public Works Committee Meeting, Chamber of Commerce Meeting, and Building Ad Hoc Committee Meeting.
3. **Downtown Business Owners/Forth Friday** – In January 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 the 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 used 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.

Update: The group did not meet this month but have scheduled to meet on the third Tuesday in March when I hope to have the new Community and Economic Development Coordinator on board.

4. 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. **No update, Chief had been out for 2 weeks on leave**
5. 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.

Update: I spoke with RETTEW, and they advised that they will now be able to finish their review since they received the pertinent information from Florin Hill. More to come.

6. **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. 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 happen sooner rather than later. 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. **I hope to be able to connect with AMTRAK before the next Council Meeting for an update.**
7. 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. Shatz, 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 sending me a formal letter regarding their requirements, and I will forward said notice to ARRO and Knisley. UPDATE – LCCD is requiring more vegetation on the floor of the borough basin. Knisley was made aware of this and will address this in the spring. That being said, the grant for this project has expired with Knisley not having received their final payment/retainage. Unfortunately, this will end up being at the Borough's expense.

Update: Public Works will need to get in the basin to repair a sink hole. They need to ground to be dry in order to do this.

8. Reference to **Brady's Alley**, this project has been turned over to RETTEW for review and direction. **No Updates**
9. **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.

We have an upcoming meeting to discuss finishes which will take place at CRA Office. Additionally, Scott, Chief and I held a video conference meeting with Verkada to discuss security/access control/cameras, etc. The meeting was productive, and we will be meeting with them and CRA in the near future. (Note: Borough Authority utilizes their services currently)

10. **Rt 772 Re-Route** Awaiting traffic studies to come back. **Since Chiques Crossing did not conduct a TIS at Rt 772 & Rt 230, we are having an outside engineering firm review the Conditional Use Application do see if they may be required to include this intersection in the study.**
I will also note that I had sent an email to PennDOT requesting to meet to start up the conversation again.

11. 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.” **RRFB work is completed other than putting up Pedestrian crossing ahead signs before each RRFB. We have taken inventory of which intersection will get the thermoplastic crosswalk markings. Dennis is working with Rettew and the vender to see if additional intersections can be included at a reduced rate since the vendor will already be on sight.**
- 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. **Council approved the advertisement for a consultant for the Little Chiques Paark Master Plan. Arrangements have been made with LNP and PennBID to start the advertising on Friday, 2.23.2024.**
- 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. **Currently 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** – A new NFWF grant has been submitted for the streambank restoration project.
- h. **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 the Authority Manager and Public Works Director attempting to determine appropriate equipment to purchase.**
- i. **Lancaster County ARPA Grant, Chiques Park Stream Bank Restoration Project** – Denied
- j. **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. I did have a ZOOM meeting with the grant coordinator giving the Borough the ok to move forward. **No Updates**
- k. **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**
- l. **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. Resolution submitted. **Dennis & I Met with the grant coordinator for this project. It appears as though that since these are federal dollars being used for the grant, there are certain procedures that would need to take place before, during and after construction. These procedures will actually double to triple the cost of the project, all of which would be borne by the Borough. This will be discussed at the next Public Works Committee.**
- m. **902 Grant** - This will be before A & F Committee rather than Public Works Committee strictly due to the short time frame we have to work with. Staff would like to apply for funding to expand the compost site.

12. **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.**
13. **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.

I have been having ongoing discussions/emails, etc. with Florin Hill Partners, Borough Solicitor, and RETTEW. Florin Hill Partners will be present at tonight's meeting I believe to layout the final sketch plan. Also being before the committee is to decide if Council should include Commercial Block A in the agreement that the Borough Solicitor has been working on for the past several months.

14. **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. **The 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

15. **EV Charging Station – On Hold.**

16. **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.**

17. **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 act 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. **Update: Committee asked that I contact the solicitor to determine if our ordinance could include both Real estate tax credit and income tax credit and the firefighter would be able to choose. I did contact the solicitor and she indicated that they could. She will prepare a draft ordinance.**

18. **Cresco Labs** - Jill and I met with Cresco personnel to discuss open items. **No Updates.**
19. **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. Interviews were held for this position during the first full week of February. This will be a discussion topic for an Executive Session for the Committee.**
20. **Community & Economic Development Coordinator** -. **Position advertised. Interviews were held for this position during the first full week of February. This will be a discussion topic for an Executive Session for the Committee.**
21. **Heating in Council Chambers/PD Along with Electrical Issues**– As mentioned last month, the heating in Council Chamber had been repaired. **Two weeks ago, the heating went out on the back end of the Police Department. Contractor contacted and determined that the heat exchanger needed replaced. This was the same issue in Council Chambers. The part needed to be ordered.**

While waiting for the part to repair the heat in the back of the PD, the front area lost heat. Contractor determined same issue and had to order part. As of 2/21, the heat was repaired to the back of the PD and still waiting for the part for the front area.

Lastly, the PD is developing electrical issues with several outlets. Contractor contacted and will be out in the next day or so.

22. During a recent heavy rain, 2 leaks in the roof in the administration area were detected. Still needs to be looked into. **No Updates**
23. I attended a meeting with the **Stormers (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. **Chamber Board decided not to participate. I don't believe there needs to be any further discussion.**
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.

I am still attempting to find Boond Council.

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. **Both Council and Authority Board have placed this in the hands of the solicitors.**
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.

Councilor Haigh and I met with Ben Craddock of Lancaster Civil Engineering Co. with regards to flood plain issues. He will review and get ack to me.

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