



Mount Joy Borough Council Meeting Agenda 7:00 PM, Monday, April 6, 2026

1. Call to Order
2. Roll Call—Councilors, Deering, Eichler, Gruber, Hall, Haigh, Hollcraft, Kark, Trave, Youngerman, and Mayor Bradley
3. Invocation- Mayor Bradley
4. Pledge of Allegiance
5. Announcement of Executive Sessions – No Executive sessions were held between March 2, 2026, and April 6, 2026. Executive session to be held during tonight’s meeting to discuss a legal matter regarding the new Municipal Services Building.
6. Consider a motion to approve the April 6, 2026, Borough Council Meeting Agenda.
7. Public Input Period - Comments of Any Borough Resident or Property Owner. Time limit of three minutes per individual.
8. Mayoral Proclamation naming April Sexual Assault Awareness Month.
9. Rezoning Hearing – 401, 409, 413 West Main Street.
 - a. Consider a motion to adopt or reject Ordinance 03-2026, an ordinance amending the Mount Joy Borough Zoning Ordinance by revising the zoning classification of a portion of one parcel of land being known as 401, 409, and 413 West Main Street, Mount Joy, PA 17552 and identify as parcel identification numbers 450-41641-0-0000 and 450-41641-4-001 from Low Density Residential to Neighborhood Commercial.
10. Reports
 - a. Mayor
 - b. Police Chief
 - c. Fire Department Mount Joy
 - d. PSH Life Lion LLC.
 - e. EMA
 - f. Library
 - g. Zoning, Code, & Stormwater Administrator
 - h. Community & Economic Development Administrator
 - i. Public Works Department
 - j. Borough Authority Manager
 - k. Assistant Borough Manager/Finance Officer

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

- I. Borough Manager
- 11. Approval of Minutes of the Regular Borough Council Meetings held on March 2, 2026.
- 12. Building Ad Hoc Committee
 - a. Updates – Josh Deering
 - b. Substantial completion is April 30, 2026
 - c. Change Orders,
 - i. Borough Manager.
 - 1. eci #19 - Double Limit Switches in sally port. - \$956.00 – Approved
 - 2. eci #21 - Drywall and paint unfinished walls in closet. \$1,410.00 - Approved
 - 3. 3D custom graphics in Council Chambers. - \$5,533.00 - Denied
 - ii. There are no change orders for full Council to approve.
 - iii. Total Change Orders to date \$36,256.24
 - iv. Pending CO's in Dispute. See attached memo to CRA dtd 3.25.2026
 - d. As approved by the Admin & Finance Committee, motion to approve the plaques for the new Municipal Services Building and to remove the reference to Crabtree, Rohrbaugh & Associates – Architects.
 - e. As approved by the Admin & Finance Committee, motion that immediately after the conclusion of the April Council meeting, that the Borough fire Crabtree Rohrbaugh Associates as the architect, and they are asked to turn over all files and records to an architect of our choosing.
 - f. As approved by the Admin & Finance Committee, motion that the Borough have our Solicitor look at the potential to sue Crabtree Rohrbaugh Associate for professional misconduct for designing a building that is not ADA compliant.
 - g. As approved by the Admin & Finance Committee, to not approve any further change orders at this time until we move into the new building, have a new architect, and figure things out.
- 13. 175th Ad Hoc Committee
 - a. Update
 - b. As recommended by the Committee, motion to authorize the Borough Manager to enter into a contract with the “Kracker Bees”, a three-piece band for the 175th Celebration.
 - c. As recommended by the Committee, Authorization to print 30 posters for the 175 Celebration event.
 - d. As recommended by the Committee, motion to change the new logo for the 175th logo as shown on page 4 of the provided cut sheet.

- e. As recommended by the Committee, motion to authorize Councilor Youngerman to pay for polo shirts for the volunteers on the 175th Celebration Committee. This would not include Borough staff or elected officials.

14. Administration and Finance Committee

- a. Discussion with possible motion regarding Pine Street entrance to the Little Chiques Park. NOTE: Committee had made a motion to have legal representation at Council Meeting.
- b. PLGIT Monthly Report
- c. GM Property, 401 West Main Street Subdivision Plan
 - i. Section 240-25 – Preliminary Plan. As recommended by Committee, motion to approve a waiver of the requirement to provide a preliminary plan and in the alternative, move directly to final plan with the justification that there are no improvements associated with this plan.
 - ii. Section 240-43.H.4 – Improvement of Existing Streets. As recommended by the Committee, motion to approve the waiver of the requirement to improve West Main Street to the ultimate width and provide additional rights-of-way and associated street improvements with the justification that they are in good repair, and no improvements are proposed with this plan.
 - iii. Section 240-43.H.4 – Improvement of Existing Streets. As recommended by the Committee, motion to move to full Council to deny the request not to provide additional right-of-way on Springville Road and recommend the applicant show the existing dwelling as an existing dimensional nonconformity and that the applicant shall provide additional right-of-way of 8.5 feet to be offered dedication to Mount Joy Borough along Springville Road at the appropriate time in the future be added to the plans.
 - iv. Section 240-55.G – Landscaping and Street Trees. As recommended by the Committee, motion to approve the applicants' request to waive the requirement to provide additional trees and landscaping with the justification provided.
 - v. Section 240-57 – Public Dedication of Park and Recreation Land. As recommended by the Committee, motion to approve the waiver of the requirement to provide land for dedication or pay fee in lieu of for park and recreational use with the justification provided.
 - vi. Section 240-62.A.1 – Wetland Study. As recommended by the Committee, motion to approve the waiver request of the requirement to provide a wetland study and in the alternative, provide a reference to the National Wetland Inventory with the justification that the property is developed and not in close proximity to a water course.
 - vii. Section 240-25 – Preliminary Plan. As recommended by the Committee, motion to approve a waiver of the requirement to provide a preliminary plan and in the alternative, move directly to final plan with the justification that there are no improvements associated with this plan and to approve the final subdivision plan for 401 West Main Street, provided that all comments are addressed to the satisfaction of the Borough Engineer, Borough Solicitor and Borough Staff.
- d. Discussion with possible motion to authorize staff to investigate the option to add 100 New Haven Street to the LERTA List.

- e. As recommended by the Committee, motion to authorize the Community and Economic Development Coordinator to apply for the MAP Grant for the new comprehensive plan.
- f. As recommended by the Committee, motion to authorize the Borough Manager to sign proposal from RETTEW for the Project Scope and fee for the construction of Phase 1 of the Little Chiques Park Master Sight Plan in the amount of \$65,100.
- g. As recommended by Committee motion to authorize the Borough Manager to enter into an agreement with YGS Print Solutions approving Quote 26203795 in the amount of \$765.00 for interior sign behind the dais of the new facility.
- h. As recommended by Committee, motion to move the current map displays in Council Chamber to the new facility as they will fit and be seen appropriately.
- i. As recommended by Committee, motion to allow staff to temporarily utilize an inspection service of their choice until such time that Council may appoint an inspection firm.
- j. Discussion with possible motion regarding Mount joy Borough Authority use agreement with Mount Joy Borough.

15. Public Safety Committee

- a. As approved by Committee, motion to adopt Ordinance 01-2026, An ordinance to amend the Mount Joy Borough Code of Ordinances, Chapter 255, Vehicles and Traffic, to restate Article VI and provide comprehensive regulations for pedal cycles, electric bikes, electric scooters, electric unicycles and toy vehicles
- b. As approved by Committee, motion to forward draft changes to Chapter 189, Mobile Food Facilities, Article 1 Licensing to Brought Solicitor to complete draft ordinance.

16. Public Works Committee

- a. As approved by Committee, motion to award 2026 Road Project Contract 1 – Paving to Kinsley Construction LLC for \$563,388 and pay for stormwater items from Stormwater Capital Fund.
- b. As approved by Committee, motion to approve preliminary plan for S. Market Ave, contingent upon stormwater review at S. Plum St.
- c. Discussion with possible motion to review the Grandview Swale analysis.
- d. Discussion with possible motion on a violation letter sent to Florin Hill on November 10, 2025.
- e. Discussion with possible motion regarding the Lakes walking trail ADA Ramps.

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

18. Any other matter proper to come before Council.

- a. Memo from Manager

19. Authorization to acknowledge the payment of bills.
20. Meetings and dates of importance, see attached calendar.
21. Executive Session.
22. Adjourn

The next full Council Meeting is scheduled for 7 PM, on Monday, May 4, 2026.

**BOROUGH OF MOUNT JOY
LANCASTER COUNTY, PENNSYLVANIA
ORDINANCE NO. 03-2026**

AN ORDINANCE AMENDING THE MOUNT JOY BOROUGH ZONING ORDINANCE BY REVISING THE ZONING CLASSIFICATION OF A PORTION OF ONE PARCEL OF LAND BEING KNOWN AS 401, 409 AND 413 WEST MAIN STREET, MOUNT JOY, PA 17552 AND IDENTIFIED AS PARCEL IDENTIFICATION NUMBERS 450-41641-0-0000 AND 450-41641-4-0001 FROM LOW DENSITY RESIDENTIAL TO NEIGHBORHOOD COMMERCIAL

WHEREAS a Petition has been filed with the Borough Council of the Borough of Mount Joy, Lancaster County, Pennsylvania by GM Property Solutions Inc. requesting a change in the zoning classification of a portion of 401, 409 and 413 West Main Street, Mount Joy, PA 17552, Parcel Numbers 450-41641-0-0000 and 450-41641-4-0001 (the "Property"), from Low Density Residential to Neighborhood Commercial. A legal description of the Property is attached hereto as **Exhibit A**;

WHEREAS the Property consists of a 56,713.71 sq. ft. (1.30 acres) tract of land, containing a commercial retail building, parking area and detached outbuildings known as 413 West Main Street, Mount Joy, PA, Parcel Number 450-41641-4-0001, and a two-story single family residential rental unit known as 401 and/or 409 West Main Street, Mount Joy, PA, Parcel Number 450-41641-0-0000;

WHEREAS 52,458.09 square feet (1.20 acres), or 92.50% of the total square footage of the Property, is located within the Neighborhood Commercial Zoning District, while 4,255.62 square feet (.098 acres), or 7.50% of the total square footage of the Property, is located within the Low-Density Residential Zoning District;

WHEREAS it is the desire of GM Property Solutions Inc. to reclassify the 4,255.62 square foot (.098 acres) portion of the Property, representing 7.50% of the total square footage of the Property, from Low-Density Residential to Neighborhood Commercial to better support the Property's use and development potential. The Zoning Exhibit for GM Property Solutions Inc., prepared by D.C. Gohn & Associates, indicating the location of the portion of the Property to be reclassified is attached hereto as **Exhibit B**;

WHEREAS it is deemed to be in the best interest of the public health, safety, and general welfare to amend the zoning classification of the Property such that the entirety of the Property is classified as Neighborhood Commercial.

NOW THEREFORE, it is hereby enacted and ordained by the Borough Council of Mount Joy Borough, Lancaster County, Pennsylvania, as follows:

Section 1. The Mount Joy Borough Zoning Ordinance is hereby amended to change the zoning classification of the entirety of the parcel known as 401, 409 and 413 West Main Street, Mount Joy, PA, as more fully described in **Exhibit A**, attached hereto and incorporated herein fully by reference, to the Neighborhood Commercial Zoning District.

Section 2. The Secretary of the Borough is directed to change, and duly certify, the Mount Joy Borough Zoning Map so as to effect the reclassification of the tract of land described in **Exhibit A** such that the entirety of the tract is located within the Neighborhood Commercial Zoning District.

Section 3. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality, or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Ordinance. It is hereby declared as the intent of the Borough that this Ordinance would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section, or part thereof not been included herein.

Section 4. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Section 5. This Ordinance shall become effective after its enactment by the Borough Council of Mount Joy Borough, County of Lancaster, Commonwealth of Pennsylvania.

ORDAINED AND ENACTED as an Ordinance this _____ day of _____, 20__.

BOROUGH OF MOUNTY JOY
Lancaster County, Pennsylvania

Attest: _____
(Assistant) Secretary

By: _____
(Vice) President
Borough Council

[BOROUGH SEAL]

Examined and approved as an Ordinance this _____ day of _____, 20__

Mayor, Mount Joy Borough

LEGAL DESCRIPTION
of
AREA TO BE RE-ZONED
being a portion of
PARCEL 450-41641-0-0000
at
401 & 413 West Main Street
in
Mount Joy Borough
Lancaster County, Pennsylvania

ALL THAT CERTAIN tract of land situated in Mount Joy Borough, Lancaster County, Commonwealth of Pennsylvania, lying on the westerly side of Springville Road at the intersection of Cedar Street, said tract being depicted on a Re-Zoning Exhibit for GM Property Solutions, LLC, prepared by D.C. Gohn Associates, Inc., dated December 22, 2025, Drawing No. AG-469, said tract being more particularly described as follows:

BEGINNING AT AN IRON PIN at the northeasterly corner of lands now or formerly of Mount Joy Gift and Thrift at lands now or formerly of James T. Heslop III, said point also being located on the westerly 33' right-of-way of Springville Road; thence continuing along the westerly 33' right-of-way of Springville Road and lands now or formerly of Mount Joy Gift and Thrift on a course of South 03 degrees 22 minutes 14 seconds West a distance of 70.30 feet to a point; thence leaving the westerly 33' right-of-way of Springville Road and continuing in and through lands now or formerly of Mount Joy Gift and Thrift on a course of North 87 degrees 59 minutes 50 seconds West a distance of 60.07 feet to an Iron Pipe at lands now or formerly of Connie J. Koser; thence continuing along lands now or formerly of Connie J. Koser on a course of North 03 degrees 04 minutes 47 seconds East a distance of 71.01 feet to an Iron Pin at lands now or formerly of James T. Heslop III; thence continuing along lands now or formerly of James T. Heslop III on a course of South 87 degrees 18 minutes 51 seconds East a distance of 60.42 feet to an Iron Pipe in the westerly 33' right-of-way of Springville Road, said Iron Pipe also being the **POINT OF BEGINNING**.

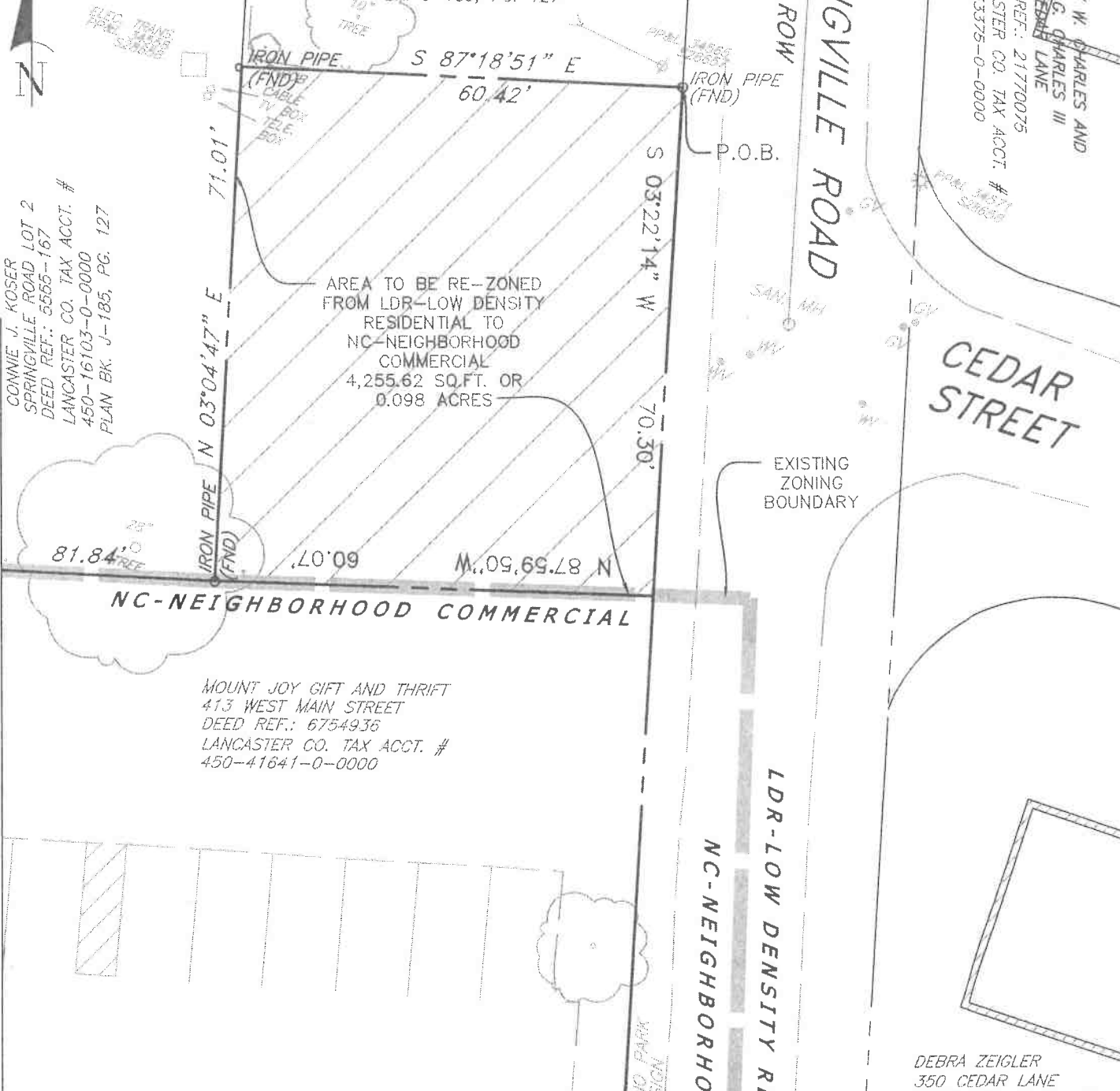
ABOVE-DESCRIBED LANDS CONTAINING an area of 0.098 acres or (4,255.62 sq. ft.).

FILENAME: P:\4462\4462-60\GM Property Solutions Zoning Exhibit Legal.dwg XREFS: IMAGES:

CONNIE J. KOSER
 SPRINGVILLE ROAD LOT 2
 DEED REF.: 5555-167
 LANCASTER CO. TAX ACCT. #
 450-16103-0-0000
 PLAN BK. J-185, PG. 127

JAMES T. HESLOP III 36
 SPRINGVILLE ROAD
 DEED REF.: 6727236
 LANCASTER CO. TAX ACCT. #
 450-22894-0-0000 PLAN
 BK. J-185, PG. 127

HENRY W. CHARLES AND
 DAVID G. CHARLES III
 349 CEDAR LANE
 DEED REF.: 21770075
 LANCASTER CO. TAX ACCT. #
 450-33375-0-0000



RE-ZONING EXHIBIT		
FOR		
GM PROPERTY SOLUTIONS		
401 & 413 WEST MAIN STREET		
MOUNT JOY BOROUGH		LANCASTER COUNTY, PENNSYLVANIA
D.C. GOHN ASSOCIATES, INC.		
SURVEYORS & ENGINEERS - MOUNT JOY, PA.		
DWN. BY: gm	SCALE: 1"=20'	DATE: 12/22/25
CKD. BY: tes	PROJ. NO.: 4462-60	DWG NO.: AG-469

CERTIFICATE

I, the undersigned, (Assistant) Secretary of the Borough of Mount Joy, Lancaster County, Pennsylvania ("Borough") certify that: The foregoing is a true and correct copy of an Ordinance of Borough Council of the Borough which duly was enacted by affirmative vote of a majority of the members of Borough Council of the Borough of Mount Joy at a meeting duly held on the _____ day of _____, _____; and was examined and approved by the Mayor; such Ordinance has been duly recorded in the Ordinance Book of the Borough; such Ordinance has been duly published as required by law; and such Ordinance remains in effect, unaltered and unamended, as of the date of this Certificate.

I further certify that Borough Council of the Borough of Mount Joy met the advance notice and public comment requirements of the Sunshine Act, 65 Pa. C.S. §701 et seq., as amended, by advertising the date of said meeting, by posting prominently a notice of said meeting at the principal office of the Borough of Mount Joy or at the public building in which said meeting was held, and by providing a reasonable opportunity for public comment at said meeting prior to enacting such Ordinance.

IN WITNESS WHEREOF, I set my hand and affix the official seal of the Borough of Mount Joy, this _____ day of _____, _____.

(Assistant) Secretary

[BOROUGH SEAL]

Police Activity Statistics

2026

	Citation Charges	Criminal Charges	Incidents	Total Incidents YTD	Total Incidents Previous YTD
Jan	11	9	438	438	488
Feb	32	34	500	938	958
Mar					1,594
Apr					2,296
May					2,959
June					3,636
July					4,335
Aug					4,946
Sept					5,491
Oct					6,082
Nov					6,599
Dec					7,036
TOTAL					7,036



MOUNT JOY POLICE DEPARTMENT

Calls for Service
Year 2026 February

Code	Call for Service	Totals
0430	AGGRAVATED ASSAULT /OTHER	1
0613	THEFT SHOPLIFTING	1
1130	FRAUD ALL OTHERS	4
1440	CRIMINAL MISCHIEF ALL	2
2020	FAMILY OFF-CHILD ABUSE	3
2040	FAMILY OFFENSES - DOMESTIC	5
2111	DUI-ALCOHOL/UNDER INFL	4
2115	DUI ENFORCEMENT DETAIL	1
2310	PUBLIC INTOXICATION / DRUNKENNESS	1
2450	NOISE COMPLAINT	4
2619	PFA/ICC VIOLATION	1
2640	MUN ORD VIOLATIONS	4
2654	DISTURBANCE	4
2657	HARASSMENT	1
2660	TRESPASSING	1
2811	CURFEW-MALE	1
2911	RUNAWAY-MALE	2
4018	STREET LIGHTS-OUT/REPAIRS	10
4020	SUSPICIOUS AUTO	1
4021	SUSPICIOUS ACTIVITY	6
4040	PATROL INVESTIGATION	1
4052	ALARM BURGLARY OR HOLDUP NON RESIDENCE	8

4100	ALARMS (FIRE ALARMS)	2
4101	FIRES (ALL WORKING FIRES)	2
4143	FIRE - VEHICLE FIRE	1
4510	UNATTENDED DEATHS	1
5004	FOUND ARTICLES	4
5008	LOST ARTICLES	2
5510	ANIMAL COMPLAINTS ALL	8
6008	REPORTABLE MV CRASH NO INJURIES	3
6015	REPORTABLE MV CRASH HIT & RUN	1
6016	NON REPORTABLE MV CRASH	2
6303	TRAFFIC OFFENSE ALL OTHER	2
6305	SELECTIVE ENFORCEMENT TRAFFIC	5
6310	TRAFFIC ENFORCE / STOP	74
6335	TRAFFIC HAZARD	5
6336	DISABLED MV	1
6510	PARKING ENFORCEMENT	1
6511	PARKING VIOLATION COMPLAINT	21
6602	ABANDONED IMPOUND/TOWAWAY	3
7002	BUILDING CHECK	6
7008	MEDICAL ASSISTANCE	68
7014	OTH PUB SERV/WELFARE CHIK	8
7015	ASSIST CITIZEN	12
7025	EMOTIONALLY DISTURBED PERSON (EDP)	5
7502	ASSISTING-FIRE DEPT	6
7504	ASSISTING-OTHER POLICE DP	11
7506	ASSISTING-OTHER AGENCIES	5
8010	WARRANTS-LOCAL	19

8110	WARRANTS-OTHER AGENCIES	1
9008	COURT	4
9012	OTHER MAINTENANCE	1
9020	POLICE INFORMATION	38
9021	TRAINING	4
9025	FIELD CONTACT INFORMATION	3
9028	FINGERPRINT	1
9029	CIVIL MATTER	3
9030	SPECIAL DETAIL ASSIGNMENT	1
911	911 HANG UP / CHK WELFARE	1
9115	FOLLOW UP	86
9192	VEHICLE MAINTENANCE	4
9989	CALL BY PHONE	9
	Grand Total	500

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 2/1/2026

to Ending Issue Date 2/28/2026

Charge	Total
4703 A - OPERAT VEH W/O VALID INSPECT	7
1301 A - Dr Unregist Veh	1
1371 A - Veh Reg Suspended	2
1372 3 - Display Plate Card In Impropr Veh	1
1501 A - Driving W/O A License	3
1786 A - Required Financial Responsibility	2
3111 A - Obedience to Traffic-Control Devices	3
3112 A3I - Failure To Stop At Red Signal	1
3323 B - Duties At Stop Sign	1
3353 A3II - Illegal Park Where Official Signs Prohibit	1
4703 A - Operat Veh W/O Valid Inspect	3
1301 A - DR UNREGIST VEH	1
3323 B - DUTIES AT STOP SIGN	1
3362 A3-10 - EXCEED MAX SPEED LIM ESTB BY 10 MPH	3
4703 A - OPERAT VEH W/O VALID INSPECT	2
Total:	32

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 2/1/2026

to Ending Issue Date 2/28/2026

Charge Type: ARREST

Charge	Total
182.10 - PARKS - OPERATING HOURS	1
2701 A1 - SIMPLE ASSAULT	2
2702 A1 - PA TITLE 18, SECTION CS-2702 (A)(1): AGGRAVATED ASSAULT.	1
2702 A4 - PA TITLE 18, SECTION CS-2702 (A)(4): AGGRAVATED ASSAULT.	1
2705 - PA TITLE 18, SECTION CS-2705: RECKLESSLY ENDANGERING ANOTHER PERSON.	1
2705 - RECKLESSLY ENDANGERING ANOTHER PERSON	1
2706 A1 - TERRORISTIC THREATS W/ INT TO TERRORIZE ANOTHER	1
2709 A1 - HARASSMENT - SUBJECT OTHER TO PHYSICAL CONTACT	2
2709 A3 - HARASSMENT - COURSE OF CONDUCT W/NO LEGITIMATE PURPOSE	1
2709.1 A1 - STALKING - REPEATEDLY COMMIT ACTS TO CAUSE FEAR	1
2709.1 A2 - STALKING - REPEATEDLY COMM. TO CAUSE FEAR	1
3304 A5 - CRIMINAL MISCHIEF - DAMAGE PROPERTY	1
3309 1 - DISREGARD TRAFFIC LANE (SINGLE)	1
3309 1 - PA TITLE 75, SECTION VC-3309 (1): DRIVING ON ROADWAYS LANED FOR TRAFFIC. DRIVING WITHIN SINGLE LANE.	1
3309 3 - PA TITLE 75, SECTION VC-3309 (3): DRIVING ON ROADWAYS LANED FOR TRAFFIC. LANES LIMITED TO SPECIFIC USE.	1
3503 A1I - CRIM TRES-ENTER STRUCTURE	1
3733 A - FLEEING OR ATTEMPTING TO ELUDE OFFICER	1
3736 A - PA TITLE 75, SECTION VC-3736 (A): RECKLESS DRIVING.	1
3736 A - RECKLESS DRIVING	2
3802 A1* - DUI: GEN IMP/INC OF DRIVING SAFELY - 1ST OFF	2
3802 A1* - PA TITLE 75, SECTION VC-3802 (A)(1): DRIVING UNDER THE INFLUENCE OF ALCOHOL OR CONTROLLED SUBSTANCE. GENERAL IMPAIRMENT.	1
3802 A1** - DUI: GEN IMP/INC OF DRIVING SAFELY - 2ND OFF	1
3802 B* - PA TITLE 75, SECTION VC-3802 (B): DRIVING UNDER THE INFLUENCE OF ALCOHOL OR CONTROLLED SUBSTANCE. HIGH RATE OF ALCOHOL.	1
3802 C* - DUI: HIGHEST RTE OF ALC (BAC .16+) 1ST OFF	1
3922 A1 - THEFT BY DECEP-FALSE IMPRESSION	1
3929 A1 - RETAIL THEFT-TAKE MDSE	1
4304 A1 - ENDANGERING WELFARE OF CHILDREN - PARENT/GUARDIAN/OTHER COMMITS OFFENSE	1
4952 A5 - INTIM WITNESS/VICTIM ELUDE/EVADE/IGNORE	1
6113 A - ARREST FOR VIOLATION OF ORDER	1

**Fire Department Mount Joy
Fire Report Summary
February 2026**

Total Incidents - February 2026 - 46

Total Incidents - 2025 - 112

Average Time to Respond – 5:05

Average Time to Scene – 6:41

Member Training for month - 159 training events, 500.5 hours

Notable First Due Calls: -

No Fire loss.

Additional Items of Note:

Station Roof replacement project in progress

Station Key Fob system – Emergency replacement in progress

Squad 75 – 2 major repairs in 2026, front springs replacement & motor (ERG valve)

Squad 75 Replacement Committee formed and starting needs analysis for replacement.

Fire Department Mount Joy

Incident Summary Report

02/01/2026 through 02/28/2026

Incidents

Total Incidents: **46**

Total First Due: **29**

Total Mutual Aid: **17**

Total Time In Service **24:36:49**

Average Time to Respond **00:03:15**

Average Time to Scene: **00:05:55**

Personnel Response

Total Personnel **378**

Avg. Personnel Per Incident: **8.22**

Total Personnel Hours **238:37**

Estimated Property Value / Loss / Saved

Pre Incident Value **\$1,630,600.00**

Loss: **\$0.00**

Value Saved: **\$1,630,600.00**

Apparatus Response

Engine 75: **23**

Squad 75: **9**

Tower 75: **17**

Utility 75: **6**

Duty Veh 75-1: **16**

Duty Veh 75-2: **11**

Traffic 75: **7**

Municipal Responses - First Due

Mount Joy Borough: **16**

Rapho Township: **10**

Mount Joy Township: **1**

East Donegal Twp: **2**

Municipalities - Mutual Aid

Columbia Borough	1
Conoy Township	1
East Donegal Township	1
East Hempfield Township	2
Elizabethtown Borough	2
Manheim Borough	2
Marietta Borough	1
Mount Joy Township	3
Rapho Township	4

Fire Department Mount Joy

Incident Summary Report

02/01/2026 through 02/28/2026

Incident Type - First Due

0

Incident Type - Mutual Aid

0

Fire Department Mount Joy

Incident Summary Report

02/01/2026 through 02/28/2026

Incident List

2026-02-02 11:50:56	2026-067	Mount Joy Borough	New Haven St
2026-02-02 13:45:12	2026-068	Mount Joy Borough	Locust Ln
2026-02-04 17:02:22	2026-069	Mount Joy Township	Ridge Rd
2026-02-04 19:40:21	2026-070	Rapho Township	Mount Joy Rd
2026-02-04 23:17:05	2026-071	Mount Joy Township	S Market St
2026-02-05 05:53:04	2026-072	Mount Joy Borough	Chocolate Ave
2026-02-06 20:16:00	2026-073	Mount Joy Borough	Donegal Springs R
2026-02-07 07:13:55	2026-074	East Donegal Township	Union School Rd
2026-02-07 08:58:25	2026-075	Mount Joy Borough	Chocolate Ave
2026-02-07 09:30:15	2026-076	Mount Joy Borough	Chocolate Ave
2026-02-07 11:06:40	2026-077	Rapho Township	Breneman Rd
2026-02-09 03:37:25	2026-078	Rapho Township	Route 283 W
2026-02-09 15:45:38	2026-079	Mount Joy Township	Route 283 E
2026-02-10 05:25:33	2026-080	Elizabethtown Borough	E Cedar St
2026-02-10 08:00:55	2026-081	Mount Joy Borough	W Main St
2026-02-10 11:16:10	2026-082	Rapho Township	Auction Rd
2026-02-10 12:19:09	2026-083	Manheim Borough	E Mill St
2026-02-10 16:50:50	2026-084	Mount Joy Borough	W Donegal St
2026-02-10 20:07:10	2026-085	Marietta Borough	E Front St
2026-02-11 06:47:32	2026-086	Conoy Township	Engle Rd
2026-02-11 17:53:18	2026-087	Rapho Township	Meadow View Rd
2026-02-12 16:18:46	2026-088	Rapho Township	Iron Bridge Rd
2026-02-12 21:36:52	2026-089	Manheim Borough	W Stiegel St
2026-02-13 16:22:02	2026-090	East Donegal Township	River Rd
2026-02-14 00:01:22	2026-091	Rapho Township	Fieldstone Dr
2026-02-14 09:19:16	2026-092	Mount Joy Borough	Marietta Ave
2026-02-16 06:39:01	2026-093	Rapho Township	Hossler Rd
2026-02-17 11:53:43	2026-094	Mount Joy Borough	W Main St
2026-02-17 16:21:20	2026-095	Columbia Borough	Manor St
2026-02-17 18:08:49	2026-096	Rapho Township	Oak Leaf Dr
2026-02-17 19:42:28	2026-097	Rapho Township	Weeping Willow Ln
2026-02-17 20:11:48	2026-098	Mount Joy Borough	Wood St
2026-02-18 06:40:57	2026-099	Rapho Township	Crestwyck Cir
2026-02-18 13:20:39	2026-100	East Donegal Township	Harrisburg Ave
2026-02-20 12:43:38	2026-101	East Hempfield Townshi	Nissley Rd
2026-02-21 18:07:32	2026-102	Rapho Township	Strickler Rd
2026-02-21 22:07:30	2026-103	East Hempfield Townshi	#Error
2026-02-22 13:39:48	2026-104	Rapho Township	Fairview Rd
2026-02-23 15:50:15	2026-105	Mount Joy Township	Main St
2026-02-24 00:36:31	2026-106	Mount Joy Borough	Sassafras Ter

Fire Department Mount Joy

Incident Summary Report

02/01/2026 through 02/28/2026

Incident List

2026-02-24 13:30:10	2026-107	Mount Joy Borough	E Main St
2026-02-24 15:41:08	2026-108	Elizabethtown Borough	Lemon St
2026-02-24 23:23:03	2026-109	Mount Joy Borough	Florin Ave
2026-02-26 09:57:03	2026-110	Mount Joy Borough	Harvestview South
2026-02-28 12:36:23	2026-111	Rapho Township	W Hernley Rd
2026-02-28 14:33:18	2026-112	Mount Joy Borough	W Main St



**PennState
Health**

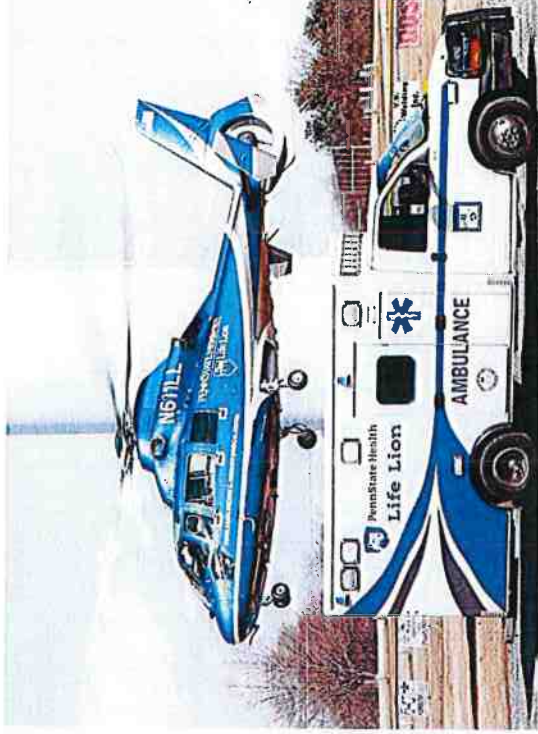
Life Lion Emergency Medical Services Monthly Operational Report

2026

Total EMS activity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Total EMS calls handled in Mount Joy Borough by ALL LLEMS units	69	65											
Total monthly calls handled in other municipalities by unit at Mount Joy Borough	117	94											
Mount Joy Borough calls handled by Mutual Aid	9	17											

Life Lion responses from the Mount Joy Borough Station by Municipality

Mount Joy Borough	42
Rapho Township	29
West Hempfield Township	17
East Hempfield Township	16
Columbia Borough	13
Mount Joy Township	5
Penn Township	4
Manheim Borough	3
East Donegal Township	2
West Donegal Township	2
Elizabethtown Borough	1
Mountville Borough	1
Wrightsville Borough	1
	136



Response time median (Minutes)	7:00
Total time on task responding until available time (Minutes)	72:30

Mount Joy Borough EMA Situation Report

10e

MJB – ICS 209	INCIDENT - JURISDICTION	OPERATIONAL PERIOD	REPORTING UNIT	FORM
Status Summary	MJB EMA	Dates: 02/20/26 to 03/18/26	MJB EMC	ICS 209-Short

The following reports on activities for the period shown:

Current Situation:

- Nothing to Report

Critical Issues:

- Nothing to Report

Accomplishments:

- Scheduling planning meeting for Fresh Brews event.
- Attended a 175th Anniversary planning meeting.

Planned Activities:

- Update the Borough's Emergency Operations Plan.
- Will work with Public Works in the next few months to plan and install the weather stations. This will be dependent on the weather and what will be required for the installation. **These installations may need to wait until spring.**
- Fresh Brews event planning meeting.
- 175th Planning meeting.

Additional Information:

- Nothing to Report.

Name:	Date:	Time:	Distribution:
Philip Colvin	3/18/26	2249	Mount Joy Public Safety Committee



MILANOF-SCHOCK LIBRARY

1184 Anderson Ferry Road, Mount Joy, PA 17552

Tel: 717.653.1510 Fax: 717.653.4030

www.mslibrary.org

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

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

March 2026 - Compiled by Joseph McIlhenney, Executive Director
Contributors: Susan Craine, Jazmynn Whitney, Kirstin Rhoads & Laura Bear

February 1-28, 2026 Statistics	2026	2025	2024	2023	2022
TOTAL CIRCULATION	13,575	13,339	14,268	14,293	13,412
YTD CIRCULATION	27,124	26,128	28,989	28,641	25,744
OVERDRIVE & E-formats (LSLC)	1,106	1,081	1,468	1,359	1,220
Hoopla! (MSL only)	289	580	501	241	0
NEW PATRONS	67	95	75	82	58
YTD NEW PATRONS	151	175	152	164	113
PATRON COUNT	4,857	4,980	5,536	5,252	4,365
YTD PATRON COUNT	9,806	9,773	11,119	10,348	8,595
PASSPORTS	122 (2 weeks)	196	170	168	106
YTD PASSPORTS	267	381	310	357	175
WIFI USERS	207	665	501	*	308
PC USERS	174	223	307	288	258

*incomplete stat

DONATED ITEMS	2026	2025	2024	2023	2022
IN LOBBY	\$705.90	\$731.75	\$1144.35	\$791.10	\$854.95
ON eBay	\$651.45	\$269.71	0	0	0
OTHER	\$43.75	\$157.68	0	0	0
MONTH TOTAL	\$1,401.01	\$1,159.14	\$1,144.35	\$791.10	\$854.95
YTD TOTAL	\$2,913.35	\$2,783.79	\$2,109.85	\$2,029.05	\$1,658.50

Month Summary

- MSL was closed on Feb 16 for President's Day
- MSL's Passport Facility certification was revoked on Feb 13th. The last passport was Feb 12th



PROGRAMMING & CLUBS

ADULT Programs	Programs	Participants	Programs YTD	Participants YTD
In-Library Programs	4	49	8	449
Club Meetings/Participants	8	71	16	143
YOUTH Programs	Programs	Participants	Programs YTD	Participants YTD
In-Library Programs	25	542	45	993
Off-Site Programs	2	520	4	956
Volunteer	Month Total	YTD Total		
Volunteer Hours	59.5	115.75		

Joseph

- Tried to attend Mount Joy Borough Council – meeting was cancelled due to high turnout, Feb 2
- Met with new MSL Trustee Meghan Helzlsouer, Feb 5
- Attended Rapho Township Supervisors meeting, shared municipal circulation, Feb 5
- Attended LCLS Director’s Meeting, Feb 6
- Attended Friends Group meeting, Feb 9
- Attend re-scheduled Mount Joy Borough Council – high turnout no oral report, Feb 9
- Met with Galen Dise, local CPA about Audit/Financial Questions, Feb 9
- Met with Matthew Mandia, the new Township Manager at Mount Joy Township, Feb 10
- Coordinated and supervised copier/printer replacement, Feb 11
- Attended Mount Joy Chamber meeting, Feb 11
- Met with Lynn Mills, local CPA about Audit/Financial Questions, Feb 12
- Met with Dyane Stillman and Susan to conduct Interview of Janus School 2026 Intern, Feb 18
- Met with Steve Ulrich for First National Coffee and Coworking, discussed partnerships, Feb 19
- Sought signature for and submitted Annual Library Report, Feb 25
- Held Core4 meeting, Feb 26

Community/Service Point (Susan)

- Answered
- changes

Youth Services (X)

February was a cold and snowy month, but number of programs and attendance increased from January even with the need to cancel a couple of programs due to weather.

- **Imagination Station:**
- Children were able to experience hands-on activities such as working in a post office, writing and mailing letters. Every month the theme changes.
- **Mad Milk Science was a program for all ages.** Katelyn: We encouraged kids to use their imaginations to create their own flavor of milk. We had different add ins available like vanilla and banana pudding, chocolate syrup, blueberry and strawberry extract, honey, cocoa powder, maple syrup and more. There were recipe cards so children could share their creations with others. Then they created their own milk label. Everyone had the chance to vote on their favorite label at the end of the program, and the winner got to choose a cow sticker.
- **English-ish Extravaganza** is a program to give school aged children opportunity to have fun with language while practicing their writing and grammar skills. This month children experienced Mad Libs, wrote and addressed letters.

- **Regarding History Alive!** Alyssa: History Alive! was centered around Cleopatra. We read a script together detailing Cleopatra's life and reign. Images of Cleopatra and ancient Egypt were projected on the screen and discussed, then afterwards there were three different activities; Hieroglyphics, Royal Decree, Jewelry design.
- **Hieroglyphics workshop:** Children received a sheet with hieroglyphics and which letter they correspond with in the English language. They could write either their name or a secret message in hieroglyphics.
- **Royal decree:** Children were prompted with the question: "If you were a ruler, what's a law you would enforce?" Some responses were quite serious, and some were silly.
- **Royal Jewelry Design station:** Various beads + yarn + string were supplied and children could create their own royal jewelry akin to the ones seen in Ancient Egypt, anything from rings to necklaces to bracelets.

Public Relations/Promotions (Kirstin)

- **CONSTANT CONTACT**
 - February Enews: added 60 new contacts; sent to 4,212 contacts; 1,823 opens (45.5%), 67 clicks (1.6%)
- **SOCIAL MEDIA:**
 - Facebook – Total Page Followers 3,368 (59 new); 162.8K views; Content Reactions 1.9K; Comments 163; Shares 73. 35 posts; 80 Stories. Top Posts: Phones are quiet, **334** interactions; Chris Gable, **166** interactions; Staff with Masters, **244** interactions
 - Instagram – 1,426 followers (8 new); 20.5K views; 2.4K reach; 448 content interactions; 147 profile visits. Top Content: Phredd Donation **7.1K** reach; Passport ending 2/12 **5.4K** reach; Valentine's Saturday Story Time **2.8K** reach
 - 5 PRESS RELEASE - Distributed via news media, municipalities, and Chamber of Commerce.
- **WEBSITE:**
 - 4,394 total sessions. Highest view counts: 376 sessions of Passports/Passport Photos; 111 visits to Children & Family; 80 Adult Programs; 73 eBooks, Audiobooks, Magazines & TV
 - Updated Passport Page
- **GOOGLE**
 - 933 website clicks made from our Business Profile; 1,480 Business Profile Interactions; 221 calls were made from our Business Profile; Added more photos to our Google page.
- **BOOK SALES - \$1,401.01**
 - Lobby Books: Earned \$705.90
 - Pango Books: Listed 0, sold 6 books = \$43.75
 - eBay Books: Listed 36, sold 33 = \$651.45

Volunteers/Programming/Fundraising (Jazmynn)

- **Annual Appeal 2026**
 - An annual appeal email was sent on February 12 to 801 recipients
 - Goal is to send letter out mid-March; may need to adjust goal depending on how quickly printing/mailing can be completed
 - Working with Engle Printing for the mailing
- **Volunteers**
 - Total hours: 59.5 hours

- **Anne's Circle**
 - 4 people continue to donate

- **Programs (2 programs; 17 total attendees)**
 - Taxes in Retirement, 5 attendees, Len Bodnar, RICP ®, led this program
 - Adult Bok Bingo, 3 attendees, Friends continue to lead this
 - Make-It Monday: Book Bedazzling, 15 attendees, Regular patron came in and led this program

- **Clubs**
 - 8 clubs met, with total attendance of 71.

- **Ongoing Tasks**
 - Compiled list of names/addresses to send annual appeal to
 - Continue to update calendar with adult programs
 - Attended a Core4 Meeting
 - Went over job descriptions and discussed adjustments to accommodate reduced hours
 - Continue to make the switch from Panorama to Zeffy



Mount Joy Borough Codes Department

21 E Main St, Mount Joy, PA 17552

10g.

3/24/2026

Mount Joy Borough
Borough Manager
Mark G. Pugliese

RE: Monthly Report - March 2026
Zoning, Codes & Stormwater Administrator

The following report is a summary of the department's activity since the last monthly report on 2/24/2026.

Zoning & Building

As of 3/24/2025, 52 permits for 15 projects were issued.
A permit by dates issued report for 2/25/2026 – 3/24/2026 is attached.

Rental Permit & Inspection Program

12 - Rental Inspections completed
92 – Rental Permits issued.

Complaints & Violations

0 - Notice of Violation letter issued for Disruptive Tenant violation.
5 - Notice of Violation letters issued for Property Maintenance/UCC violations.
3 - Quick Tickets issued for Property Maintenance/UCC violations.
5 - Complaints / Violations closed since the last report.
25 - Open Complaints / Violations pending follow-up and/or closure.

Planning Commission

The Planning Commission met on 3/11/2026. Donegal Comprehensive Plan update and discussion on Traditions of America in Mount Joy Township project.

Zoning Hearing Board

The Zoning Hearing Board meeting on 2/25/2026 cancelled.

Stormwater

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

Florin Hill-Phase 3 – SW ordinance violation citations pending.

BMP 107 – Property Maintenance Violation letter pending.

Country Homes & Suites - LCPD Inspection NPDES Violations pending.

Items of Note

2/25/26 - COU walk-thru – 1133 Collina Ln.

2/26/26 – Attended MJB Admin & Finance Committee meeting.

2/27/26 – 206 E Main St. Water Complaint inspection

3/2/26 – Attended MJB Council meeting

3/3/26 – Attended New MJB Building Site meeting

3/4/26 - COU walk-thru – 1118 Collina Ln.

3/10/26 - COU walk-thru – 1123 Collina Ln.

3/10/26 - COU walk-thru – 1127 Collina Ln.

3/10/26 - COU walk-thru – 1132 Collina Ln.

3/11/26 – Attended new office building sketch plan meeting with Wilbur Chocolate

3/11/26 – Attended Planning Commission meeting.

3/12/26 – Attended building alteration proposal meeting with Paragon Poultry

3/17/26 – Attended LZBCO quarterly meeting and training

3/19/26 – Meeting with USPS regarding New MJB Building mailboxes & addresses

3/23/26 – Attended MJB Public Safety Committee meeting.

Information / Updates:

130 E. Donegal St. – Fire Restoration – New owner building demo pending.

35 W. Main St. – Structural issues –Repair work in progress.

101 W. Main St. – Condemned building – Foundation inspection pending. Work in progress.

1087 Wood St. –Pending Final Plan.

19 Poplar & 163 New Haven – Awakened Properties - ZHB Appeal – No update.

30 S. Market St – Property Maintenance Issues. – Citations Pending.

939 Church St. – Property Maintenance Issues. – Citations Pending.

Respectfully,



Brett R. Hamm, Mount Joy Borough

Codes, Zoning, & Stormwater Administrator

**MOUNT JOY BOROUGH
MEMORANDUM**



TO: Council & Mayor

FROM: Rachel Stebbins, Community & Economic Development Coordinator

DATE: March 26, 2026

RE: C&ED's Report

Highlights:

Spring/Summer Newsletter was made available
Submitted T-mobile Grant for Pickleball Courts

Time Breakdown:

Community & Economic Development – 45%
Grants – 50%
General (council/committee meetings, staff meetings, C&ED reports, etc.) – 5%

Activities:

1. I have attended Mount Joy Chamber Board Meeting, Mount Joy Chamber Luncheon, Mount Joy Chamber Mixer, zoom with Lancaster County Foundation, Advancing Trails webinar
2. Finished Spring/Summer Newsletter (articles, ads, photos, schedules, etc.)
3. Assisted Summer Solstice organizers in connecting with potential participants from the community; assisted in setting up EMA meeting
4. Assist in coordinating Women in Business event with MJCOC and Detective Keiffer from MJBPD
5. Connected local business with some possible grants and funding resources for special project
6. Continue to coordinate with SeeMyLegacy and other Mount Joy organizations (Rotary, VFW, Lions, etc.) to see if this would be a good recourse for coordinating events and helping to promote events, fundraisers, volunteer opportunities, etc.; working to coordinate conversation and feedback
7. Continue working with several property owners and real estate agents to fill vacant properties and/or acquire tenants for soon-to-be-vacant properties; assisting a possible tenant relocating to larger space; assisting current tenant in connecting with financing options to move towards purchase of a permanent space
8. Continue to assist in gathering pricing information and getting questions answered for the Mount Joy's 175th anniversary; relayed information to committee chair; sat in on OpenSky design zoom
9. Created/scheduled Borough Facebook posts re: several area nonprofits, announcements, and events.
10. Connected organization with Public Works to get mulch/compost

Grants

1. Searching for grant opportunities to determine parameters, qualifications, needs, etc.
2. Searching for possible stormwater-related grants applicable to the Borough.
3. **People, Parks & Community Foundation (“People Parks”) – (Picnic Tables)** - \$30,000 no match; permanent picnic tables that include ADA accessible tables for LCP; working with Barry; anticipating grant will open early April
4. **Municipal Assistance Program (MAP) – (Donegal Comprehensive Plan)** – Collecting information from participating municipalities/organizations and Rettew; more information will be coming for a formal committee approval
5. **T-Mobile Grant – (Pickle Ball Courts)** - \$50,000; submitted
6. **Local Share Account – Statewide (AEDs)** - \$46,190 for 22 AED units; submitted; communicated with Senator Malone’s office regarding this grant as they are helping to support its approval – Senator Malone’s office is moving forward with this as a legislative grant
7. **Local Share Account – Statewide (Hako Vehicle)** - \$156,329 for Hako Vehicle for Public Works department; submitted
8. **Local Share Account – Statewide (Barricades)** - \$29,963 for water-filled barricades for Police Department and Public Works; submitted
9. **Local Share Account – Statewide (Pickleball Courts)** - \$30,000 for pickleball courts with \$37,000 from Rotary; submitted; following up with advisor to answer budget-related questions
10. **C2P2 Round 31** – Phase 1 for Little Chiques Park Development; DCNR \$200,000; 50/50 match; awarded; Participated in DCNR start up call
11. **PFBC Habitat Improvement Grant** - \$75,000 towards Little Chiques Streambank Restoration Phase 3; submitted.
12. **Multimodal Transportation Fund** – Discussed with Borough team and Engineers to determine specific projects, timeline, etc. – awarded
13. **NIBRS Compliance Efforts Grant** – Awarded; Q1 reports due in April
14. **ARLE Transportation Enhancement Grant** – Awarded; sent signed contract to RETTEW for them to prepare bid documents; assisted in sending documents to RETTEW for them to prepare bidding documents which are being prepared

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



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

TO: Mark Pugliese, Borough Manager

FROM: Dennis Nissley, Public Works Director

DATE: March 30, 2026

RE: Public Works Department Activities for March 2026

Following is a list of activities for the Public Works Department for March 2026

- Parks/PW – Attend and receive certification for flagger training
- Parks/PW – Staff members attended several LTAP classes
- Parks/PW – Attend PA OneCall training/information meeting
- Parks – Clean up and repair wooden trash can enclosures
- Parks – Weed spraying
- Parks – Trimming and mulching
- PW – Crack seal streets
- PW – Pothole repair as needed
- PW – Equipment servicing and maintenance
- Signs – Repair and replacement of missing, weathered or damaged signs as needed.
- Compost Site – Grind raw material.
- Compost Site – Screen leaf compost and manage on-site material
- Compost Site – Mulch and compost deliveries to borough residents.

Meetings:

- Attend Borough Council meeting
- Attend Staff meetings
- Meet with property owners on N Barbara St.
- Conduct employment interviews and hire new maintenance technician to reach full staffing.
- Attend meeting regarding pavement markings.
- Attend Malmedy Massacre Memorial construction planning meeting and site visits

Projects:

- 2026 Roadway Project – Contract 1 – Bids have been received. Low bid is from Kinsley Construction at \$563,388.00. On April Council agenda to award bid to Kinsley Construction.
- Bid opening is March 31, 2026 for Contract 2 Seal Coat. Public Works Committee will review bids at April meeting.
- 2027 – 2028 Project - S Market Ave stormwater installation and paving. A meeting for property owners was held on February 18. Public Works Committee is recommending Council approval of preliminary plans contingent on S Plum St stormwater review. Curb and Sidewalk inspections are in progress.



March 2026 Authority Administrator Report

- Authority staff relocated a fire hydrant near Memorial Park, in conjunction with the Malmedy Massacre Memorial project. We are also working with the Rotary club and the Borough's Parks Department to supply a permanent water supply to the park.
- Authority staff and Board members attended a Management and Board member training seminar provided by PMAA.
- Staff received a draft NPDES permit for the Wastewater Treatment Plant from PA DEP. The documents are currently under review by staff and Rettew
- The Authority will be switching Life Insurance carriers effective 5/1/26
- Proposed Terms and Conditions for Contribution and Use Agreement along with an Exhibit were provided to the Borough. The request included that the Borough's solicitor draft the agreement for review and consideration.

Authority staff continued review and involvement on the following projects:

- 1000 Strickler Rd (Rapho Township) Maple Press – Construction is completed. Currently in the closeout process.
- Core 5 @ I-283 Project – Construction is completed. Currently in the closeout process.
- Jura USA Hospitality Center (Rapho Township) – Awaiting close out of a Penn Dot HOP.
- Florin Hills Phase 3 – Blocks F&M – Construction in Progress. Revised drawings for Blocks V and Z were reviewed and a recommendation letter was provided by the Authority Engineer.
- KRM Ventures Lot 1&4 (Rapho Township) – An updated LD plan submission was received and reviewed; a comment letter was provided back to the design engineer.
- Mount Joy Borough Admin / Police Department Facility (Mount Joy Borough) – Construction in Progress.
- 30 Orchard Rd (Mount Joy Borough) – Awaiting project as-builts
- LCCTC Lot-2 – (Mount Joy Twp) – Construction in Progress
- 55 Maibach Ln – (Rapho Twp) – Construction in progress
- 1320 Strickler Rd (Paradise Energy) – Construction anticipated to start in within the next month.
- 1500 East Main St (Dunkin Donuts) – Capacity request was approved. LD plan review is ongoing
- Chiques Crossing (Rapho Twp)- Rettew provided an official response to the capacity request.
- KW Cornerstone 6A – Plans were approved and executed at the Authority's January meeting.
- KW Cornerstone W4 – Plans were approved and executed at the Authority's January meeting.
- At&t cell equipment upgrade – Approval letter was provided.
- 400 East Main Street (Mount Joy Borough) – A third submission was received and commented on.
- AutoZone – 821 E. Main St (Rapho Twp) – Utility layout plans were provided for review. Official comments were provided. The next submission is expected to be a full LD plan submission.
- Donegal Square – 90 Apartment Units – (Rapho Twp) – Rettew provided an official response to the capacity request.
- Donegal School District – (East Donegal Twp) – An official response was provided to the first LD submission.

- Vanguard Garber Tract (Mount Joy Borough) – Capacity request was received. An official response is forthcoming.
- SM&B Enterprises (Mount Joy Twp) – An official response was provided for their first submission. An updated submission was received and is currently being reviewed.

Authority in-house projects that are ongoing:

- WWTP Dystor Gas System Rehab Project – Contract work is complete; we are currently in the equipment start up and training phase.
- Fairview Rd Water Main Replacement Project – A pre-construction meeting was held on 3/10/26. We are awaiting a schedule from the contractor (Doli Construction) for an official date that onsite work will begin.
- N. Market Ave (Shop) – Renovation Construction is ongoing.
- Carmany Rd – Water Softener Rehab Project – Rettew is putting together contract documents for this project.
- In House Water Main Replacement Project (Portions of Martin Ave and Florin Ave) – The Authority's Construction Department is planning to restart this project within the next few weeks.
- Water Service Line Inventory – Efforts are ongoing to complete the verification process of all water service lines as required by PA DEP.
- Residential Meter Replacement Project – Ongoing – In progress. We are wrapping up the latest round of replacements. We will be focusing on other seasonal projects before continuing onto the next round.
- Chlorine Analyzer Replacement (Carmany Water Plant) – Equipment and materials were secured. Scheduling an install date is in the works.
- Industrial Pre-Treatment Program – Efforts are ongoing to perform site visits of current permit holders to review their discharge to the sanitary sewer system.
- Well #4 - MJBA is preparing to drill a test well for a potential new raw water source.

To: Borough Council
From: Jill Frey – Assistant Borough Manager/Finance Officer/CBO
Date: 3/27/2026

March 2nd – Attended Council Meeting.

March 10th – Attended meeting via Teams with Mark and two Stantec representatives, Bettina and Noelia, concerning the RACP Grant, reviewing all the items that are yet needed for submission to the Office of the Budget. We seem to be on course as far as gathering the information and this will continue until the funding comes.

I was called by the Auditor General in February for a five-year pension audit for the years 2021 through 2025. I had the auditor on site in February and continued to work through the audit into the month of March. On March 16, 2026, the pension audit exit meeting was conducted on site. There were no findings.

March 26th – Attended the Administration & Finance Committee meeting.

The annual audit for 2025 is wrapping up. The Admin & Finance Committee requested the auditors to come and present at both the April Admin & Finance meeting (April 23rd) and the May Council meeting (May 4th).

I received seven Right to Know Law requests this month that have been fulfilled, and two requiring a 30-day extension.

Attached you will find the following items:

Account Balance Report – A report of the reserves in our four major operating funds as of **March 27, 2026.**

Again, 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 significant information at this point.

****NOTE**** I fell on ice back in December and tore my rotator cuff, requiring surgery. Surgery is scheduled for April 1st. I plan on a quick and easy recovery and will return ASAP.

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

Respectfully submitted,

Jill Frey

Assistant Borough Manager/Finance Officer

MOUNT JOY BOROUGH
MEMORANDUM



TO: Admin & Finance Committee

FROM: Mark G. Pugliese I, Borough Manager

DATE: March 25, 2026

RE: Manager's Report

1. **Meetings** I have attended the Borough Council Mtg, Public Works Committee Mtg, Public Safety Committee Mtg, and Parks & Rec Advisory Board Mtg.
2. **PennState Life Lion LLC – Agreement** was reviewed by Public Safety Committee, and they directed it to go to the Borough Solicitor prior to them reviewing it. They also requested that the agreement have both verbiage from the deed regarding ownership of the building as well as making the deed an attachment to the agreement.
3. **Contract Talks –** There appears to be an impasse, and the Association has moved forward with arbitration. The Negotiating Committee has met with Council regarding and our insurance broker to try to make some alternatives available. Both the Association and Councilor Hall have provided communications advising that they are still willing to meet. Arbitration is scheduled for August 8, 2026.
4. **Borough Handbook:** No updates.
5. **BMP 107/Melhorn Basin & BMP 125/Borough Basin** – RETTEW has provided a review that demonstrates action that can be taken in order to get BMP 107 to hold a 50-yr storm but nothing more significant. Public Works Committee has requested that this be added to Council's March agenda. **A meeting has been set to meet with Astin Melhorn and staff on April 2nd**

We are continuing to meet with AMTRAK representatives to discuss several issues along the AMTRAK line including BMP 107.

6. **Municipal Services Complex –** The building is coming along, and you are able to tell what rooms are what. Should any Councilors wish to go through the site, please let me know and I will make arrangements for that.
 - Furniture proposal approved and furniture ordered.
 - Key schedule approved and hardware ordered.
 - Card access & Security Camera is currently being installed.
 - New Substantial Completion date is April 30th
 - Phone and Janitorial Services – Contracts Signed
 - We met with 12:34, our IT vendor, to discuss the needs of the new facility.
 - Met with Comcast/Xfinity regarding cable and fiber optics. There could be a delay in service
 - PPL is also a current hold up.
 - With the assistance of the Chief and Scott, I am working with the Primes and CRA on a number of issues that will morph into expensive change orders.

-
- **Side A should be substantially finished next week and cleaners are schedule to clean that side of the building**

7. **Radios- No updates**
8. **RACP Update - Ms Frey continues to upload required documents for processing as part of the RACP requirements. She is to be commended for the work that she is doing**
9. **Rt 772 Re-Route - No updates.** The light at the intersection with 772 and Main St at New Haven has come up in the form of a complaint to PennDOT. PennDOT quickly responded that traffic lights are the Borough's responsibility. When it was pointed out by Mr. Nissley that PennDOT has the overall authority to approve the lights and we requested a meeting, PennDOT stopped responding to the emails.
10. **Grants – Since Ms Stebbins has been involved with the latest round of grants, I will be deferring to her report in the future. However, Kara from RETTEW and I attended meeting with LCCD where they used the Little Chiques Streambank Restoration Project as a significant win for the County.**
11. **Schatz v. Borough of Mount Joy – Received correspondence that the attorney for the Borough's Insurance provider has changed. No updates**
12. **Florin Hills – I would refer to Mr. Hamm's report.**
13. **Borough Solicitor – Staff and I have been working on numerous projects with the Borough Solicitor.**
 - a. **Ordinance for Curbs and sidewalk. No updates**
 - b. **E-Bikes – Received letter from Solicitor to make some changes**
 - c. **Peddling & Solicitation – Received a letter from the Solicitor to make some changes**
14. **Chiques Crossing – President Hall and I met with a Rapho Township Supervisor and Rapho Township Manager. It was a non-productive meeting as there was no admission to any detrimental aspect to the Borough with this project. The developer is moving forward and has asked for a variance for running an access road and bearing the force main in the flood plain from Rapho Twp. Additionally, they plan to run the force main under the Little Chiques Creek, through their property in Mount Joy Borough and they have received an easement from a private citizen to get to a connection at the end of Pine Street. There is a strip of land that ownership has come into question, and I am working with the solicitor to see what course of action the borough may wish to proceed.**
15. **Flood Mitigation & Response Plan - No updates.**
16. **Website – Working with Phil Colvin regarding new or updating our website.**
17. **Newsletter – You should have received the newsletter. I believe that Ms. Stebbins did a great job and is to be commended for her work.**

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

BOROUGH OF MOUNT JOY

MUNICIPAL SERVICES COMPLEX

2026

*Dedicated to the residents and businesses of the Borough of Mount Joy,
June 27, 2026*

Mount Joy Borough Council

William A. Hall - President
Matthew C. Crider
LuAnn B. Fahndrich
David G. Greineder
Zachary R. Hollcraft
Phillip A. Kark
Christopher V. Trave

Joshua L. Deering - Vice President
David F. Eichler, Ed.D.
Mary S. Ginder
Bryan J. Gruber
Bruce W. Haigh, PE
Mitchell R. Scordo
Brian Youngerman

Mount Joy Borough Authority

John D. Rebman - Chairperson
J. Michael Melhorn
Paul F. Ruffini

Larry A. Derr - Vice Chairperson
Chris Metzler

Mayor

Timothy D. Bradley Jr.

Authority Manager

Scott J. Kapcsos

Borough Manager

Mark G. Pugliese I

Authority Assistant Manager

Zachary S. Dennis

Director of Public Works

Dennis L. Nissley

Assistant Borough Manager

Jill Frey

Chief of Police

Robert D. Goshen

Joshua L. Deering, Chair
Robert D. Goshen
Mark G. Pugliese I

Building Ad Hoc Committee

Timothy D. Bradley Jr.
William A. Hall
John D. Rebman

Larry A. Derr
Scott J. Kapcsos
Robert Ruschke

Architect

Crabtree, Rohrbaugh & Associates

Engineer

K & W Engineers

General Contractor

eciConstruction

The Kracker Beez

Performance Contract

- SERVICES** – The 3 piece band, *The Kracker Beez* will perform on June 27, 2026 at Mt. Joy 175th Celebration - 300 Orchard Rd., Mt. Joy, PA 17552, hired by the Contractor, Michele Emenheiser - Mt. Joy Area CoC. Starting time will be 6:30pm, ending time will be 8:30pm. The band will play 2 sets of music, each set will be 40^{approx. 50} - 45 minutes in length.
- FEE** – Band leader Phil Kresge will be paid by the Contractor the full amount of \$650.00 in cash, unless previous mutual agreement of both contractor and band leader, prior to the beginning of the performance. Under this agreement the band leader must be notified, in writing, no less than 30 days prior to the performance in order to cancel this performance or the contractor will be required to pay one half the full amount of contract as cancellation fee.
- Stage Access** – The band must have free & clear access to the stage area at least 2 hours before the starting time of the performance, unless by prior agreement. The band will remove equipment from staging area immediately following the performance, unless by prior agreement.

4. Additional Terms -

- Payment by check is ok, check made payable to Philip Kresge

CONTRACTOR

The Kracker Beez

Name (printed): _____

Street Address: _____

City, State & Zip: _____

Phone/email: _____

Signature: _____

Date: _____

Band Leader: Phil Kresge

Street Address: 31 College Ave.

City, State & Zip: Mountville, PA 17554

Cell/email: (717)575-8807 pkrespe@comcast.net

Signature: *Phil Kresge*

Date: March 23, 2026

Weaver Associates Inc.

131 Elmwood Rd
Lancaster, PA 17602-3404
(717) 394-5009
<https://weaverassociatesinc.com/>
Hours of Operation: 08:00am - 5:00pm



ESTIMATE

BILL TO
Mount Joy Chamber
Michele Emenheiser
(717) 653-0773
62 E Main St
Mount Joy, PA 17552-1445
USA
michele@mountjoychamber.com

SHIP TO
Mount Joy Chamber
Michele Emenheiser
(717) 653-0773
62 E Main St
Mount Joy, PA 17552-1445
USA
michele@mountjoychamber.com

Estimate Number: 2019077
PO #:
Estimate Date: 03/12/2026
Shipping Option: Weaver Associates Delivery
Salesperson: Ben Rowe

Weaver Job#: 2019077

Job Description: Posters

Customer PO#: --

Title	Unit Price	QTY	Price
Estimator: Posters - 11x17, 4/0, 80# Uncoated Cover	\$1.00 (USD)	30	\$30.00
Estimator: Posters - 11x17, 4/0, 67.5# Uncoated Text	\$0.80 (USD)	30	\$24.00
Processing Fee:	\$10.00 (USD)	1	\$10.00

Terms & Conditions
Net 7 Days.

13d

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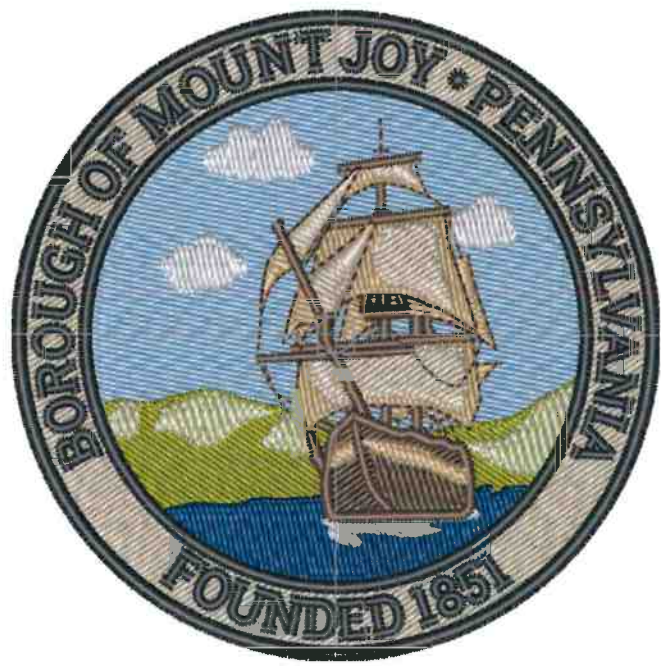
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Date: 3/18/2026


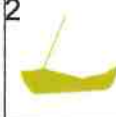
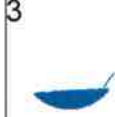
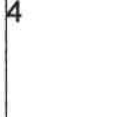



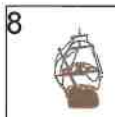



Customer: GEN3

Scale: 100 %

MJB5126C



Page 1 of 1

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5		Needle8 Pastel Green 2555 R-A SSR-7 80.16 in 420 stc. (9464)	6		Needle13 Perfect Tan 2568 R-A SSR-7 394.24 in 1932 stc. (11396)	7		Needle15 Seashell 2476 R-A SSR-7 151.12 in 760 stc. (12156)	8		Needle18 Brown 2251 R-A SSR-7 419.58 in 2664 stc. (14820)
9		Needle13 Perfect Tan 2568 R-A SSR-7 25.18 in 176 stc. (14996)	10		Needle15 Seashell 2476 R-A SSR-7 1292.88 in 5681 stc. (20677)	11		Needle12 Black 2296 R-A SSR-7 911.78 in 6764 stc. (27441)			

Trims: 22



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Design: MJB5126C

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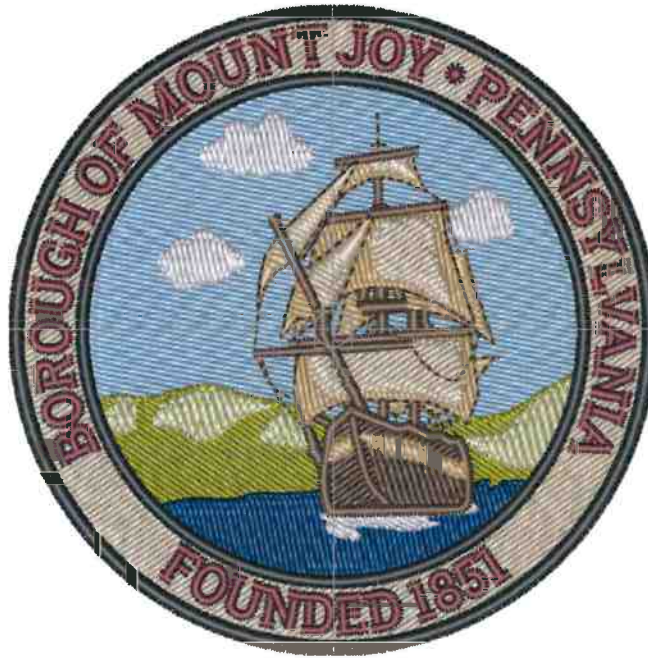
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Date: 3/13/2026










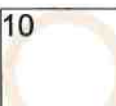


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Page 1 of 1

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5		Needle8 Pastel Green 2555 R-A SSR-7 80.16 in 420 stc. (9464)	6		Needle13 Perfect Tan 2568 R-A SSR-7 394.24 in 1932 stc. (11396)	7		Needle15 Seashell 2476 R-A SSR-7 151.12 in 760 stc. (12156)	8		Needle18 Brown 2251 R-A SSR-7 419.58 in 2664 stc. (14820)
9		Needle13 Perfect Tan 2568 R-A SSR-7 25.18 in 176 stc. (14996)	10		Needle15 Seashell 2476 R-A SSR-7 1292.88 in 5681 stc. (20677)	11		Needle12 Black 2296 R-A SSR-7 504.68 in 3273 stc. (23950)	12		Needle14 Warm Wine 2496 R-A SSR-7 411.51 in 3491 stc. (27441)

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Date: 3/13/2026





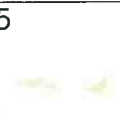




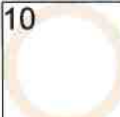


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Page 1 of 1

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5	 Needle8 Pastel Green 2555 R-A SSR-7 80.16 in 420 stc. (9464)	6	 Needle13 Perfect Tan 2568 R-A SSR-7 394.24 in 1932 stc. (11396)	7	 Needle15 Seashell 2476 R-A SSR-7 151.12 in 760 stc. (12156)	8	 Needle18 Brown 2251 R-A SSR-7 419.58 in 2664 stc. (14820)
9	 Needle13 Perfect Tan 2568 R-A SSR-7 25.18 in 176 stc. (14996)	10	 Needle15 Seashell 2476 R-A SSR-7 1292.88 in 5681 stc. (20677)	11	 Needle12 Black 2296 R-A SSR-7 504.68 in 3273 stc. (23950)	12	 Needle14 Warm Wine 2496 R-A SSR-7 402.55 in 3423 stc. (27373)

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Date: 3/18/2026


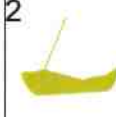
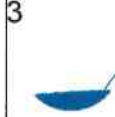




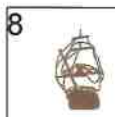



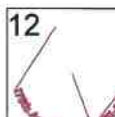
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MJA5126C

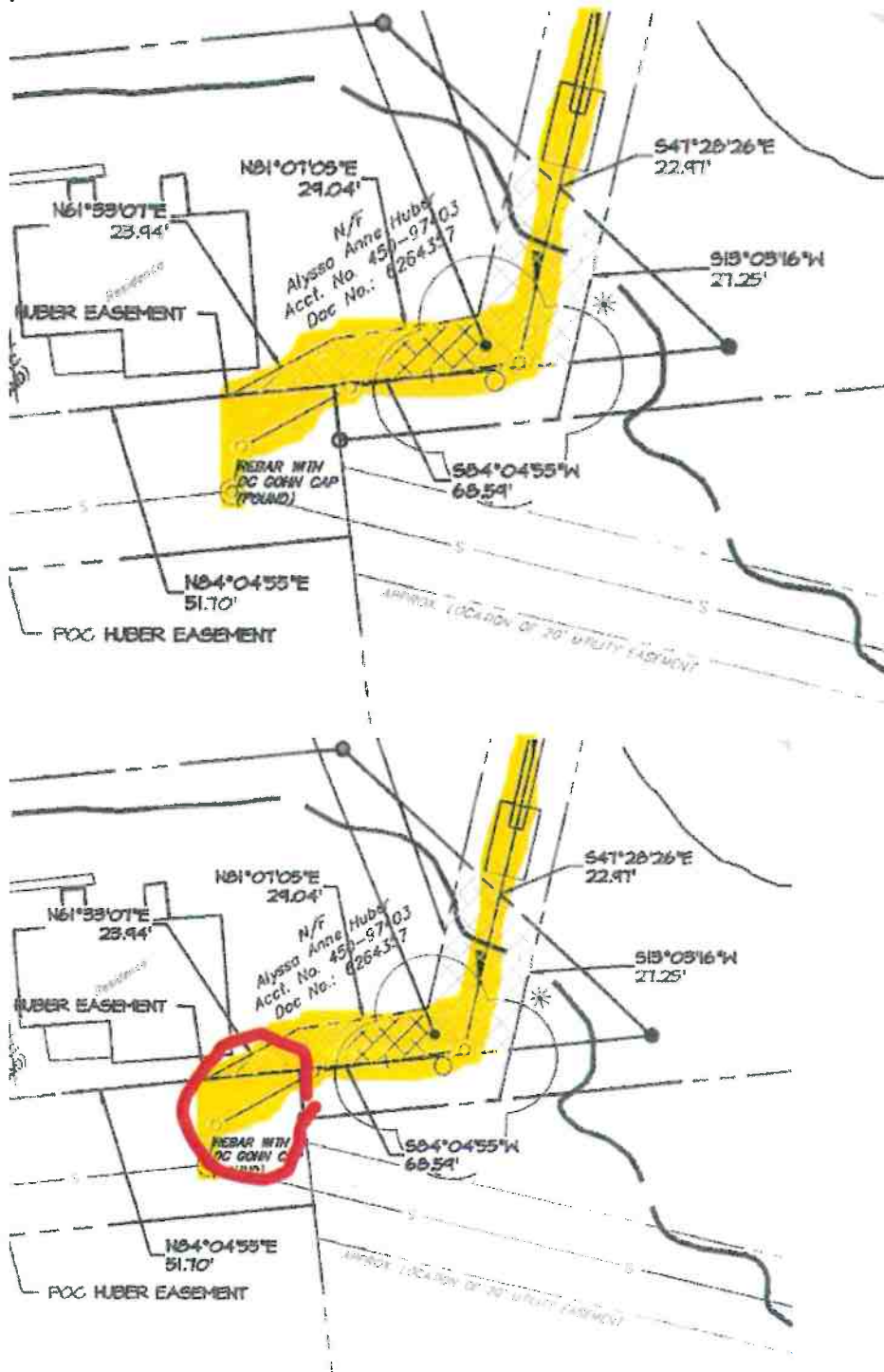


Page 1 of 1

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9		Needle13 Perfect Tan 2568 R-A SSR-7 25.18 in 176 stc. (14996)	10		Needle15 Seashell 2476 R-A SSR-7 1292.88 in 5681 stc. (20677)	11		Needle12 Black 2296 R-A SSR-7 708.10 in 5004 stc. (25681)	12		Needle14 Warm Wine 2496 R-A SSR-7 200.60 in 1690 stc. (27371)

Trims: 21

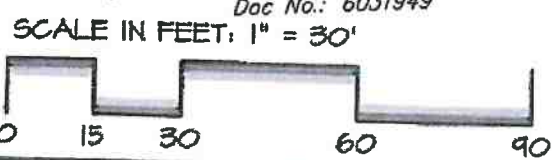
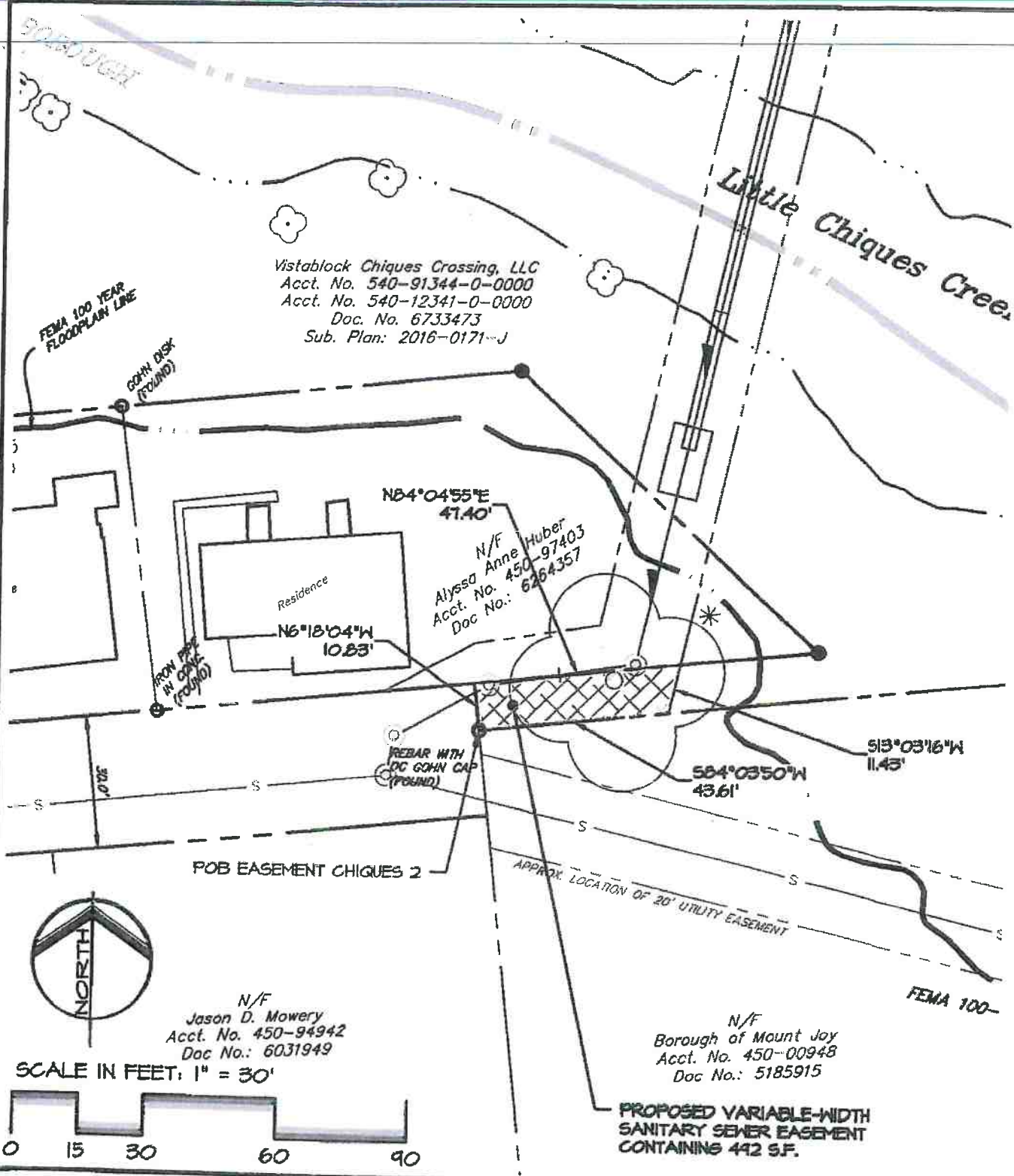
The force main does enter undisputed portion of Pine Street outside of the Authorities ROW. Do they need to come to the Borough for easement for that small portion?



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

Phone: 717.653.2300

DRAWING: C:\Users\mmoder\Documents\ELA_Group\212-002 Chiques Crossing\Project Files\CAD Data\Exhibits\SEWER EASEMENT-VISTABLOCK CHIQUES CROSSING LLC 2.dwg - PLOTTED: Oct 02, 2025 9:44 pm



SANITARY SEWER EASEMENT - VISTA BLOCK CHIQUES CROSSING, LLC
 CHIQUES CROSSING Exhibit B-2

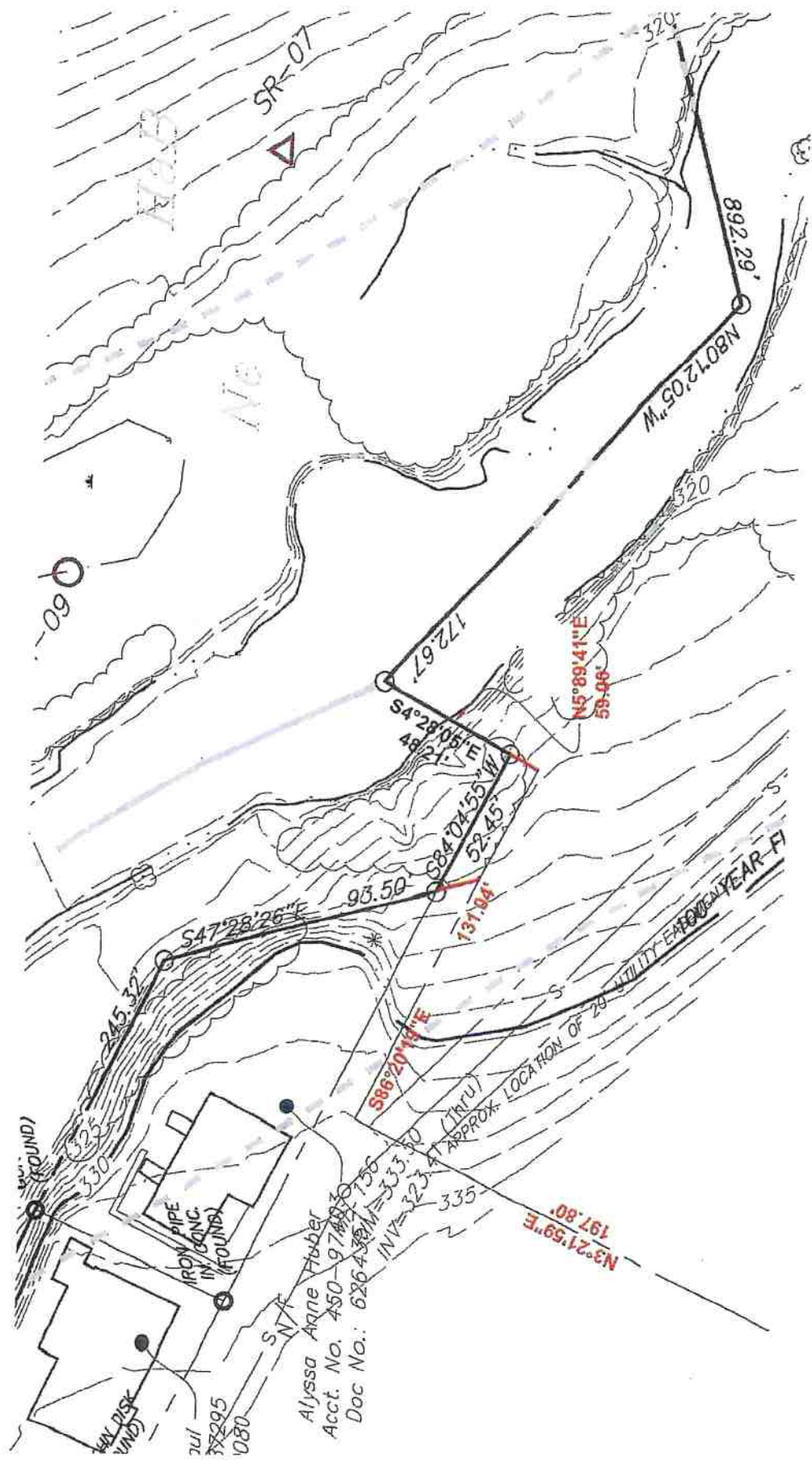
JOB NUMBER:
1212-002



ELA GROUP
 ENGINEERS + LANDSCAPE ARCHITECTS
 4139 Oregon Pike, Ephrata, PA 17522 717.626.7271
 elagroup.com

MANAGER:	TWD
DRAWN BY:	TMO
SCALE:	1" = 30'
DATE:	OCTOBER 2, 2025

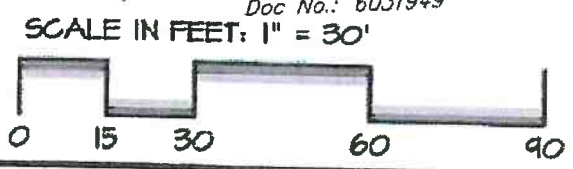
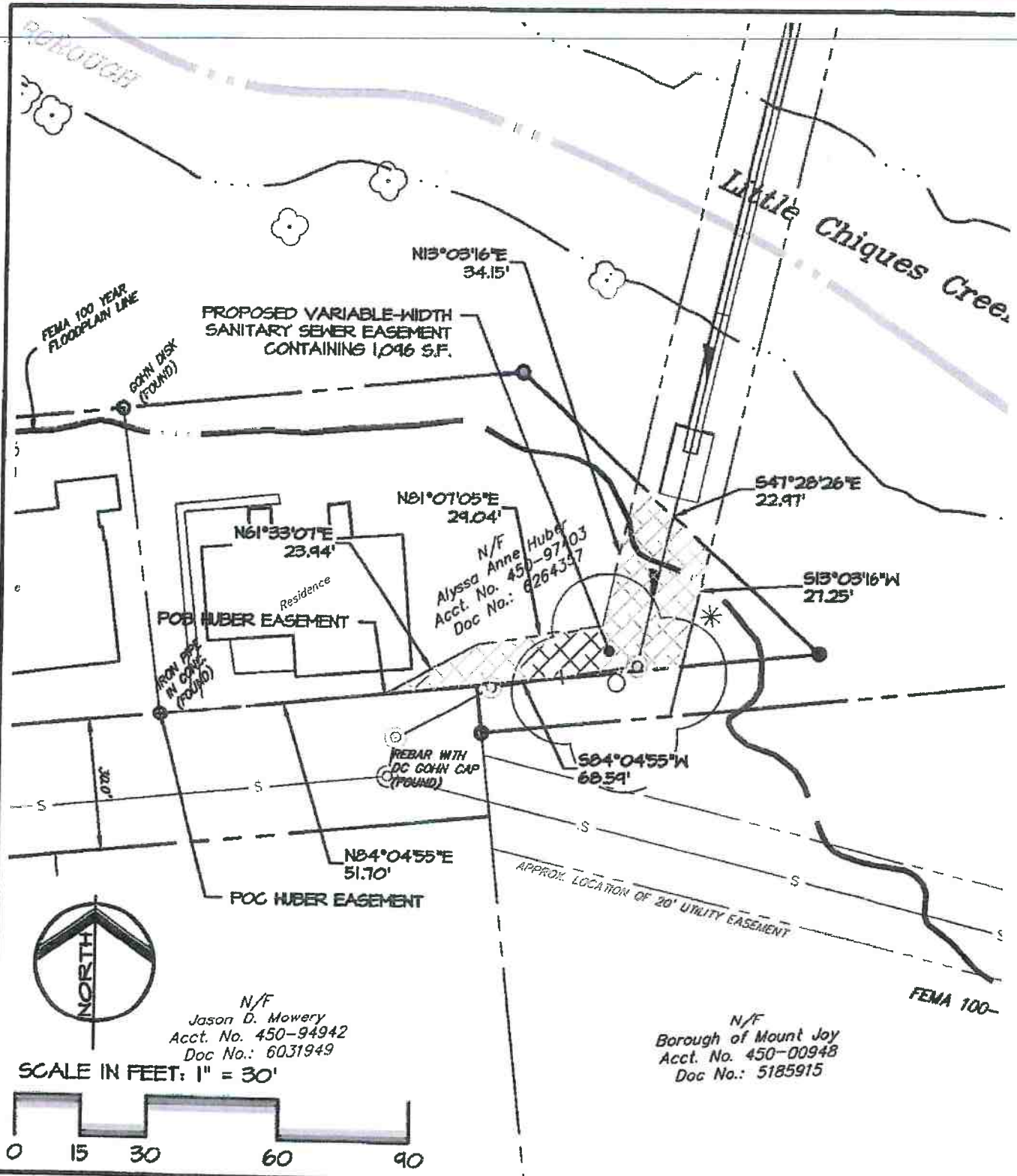
DRAWING:	N/A
SKETCH:	
1 OF 1	



NOTE: According to deed tract 3. The boundary line is N03°30'00"W - 59.00' then N87°15'W - 46.00' per survey by Henry H. Koser, Registered Surveyor, dated September 25, 1959.

Exhibit C-2: Deeds Mount Joy
Borough May 6, 2003 and
Vista Block April 26, 2023

DRAWING: C:\Users\mitchell\Documents\ELA_Group\Projects\Chiques Crossing\Project Files\CAD Data\Subarea\SEWER EASEMENT EXHIBITS\SEWER EASEMENT-ALYSSA ANNE HUBER.dwg - PLOTTED: Oct 02, 2025 3:17 PM



SANITARY SEWER EASEMENT - ALYSSA ANNE HUBER
 CHIQUES CROSSING Exhibit B

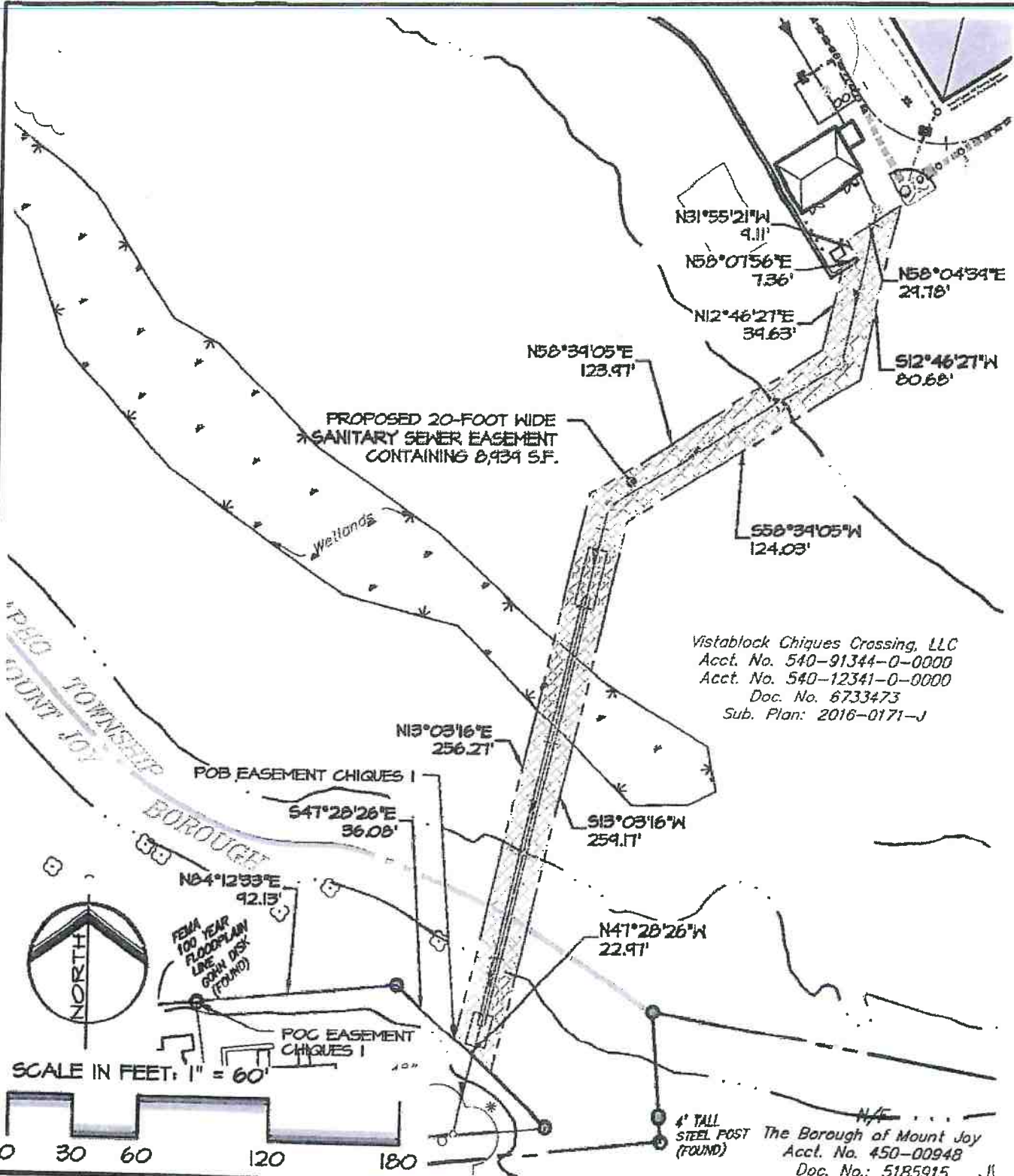


ELAGROUP
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4139 Oregon Pike, Ephrata, PA 17522 717-626-7271
 elagroup.com

MANAGER:	TWD	JOB NUMBER:	1212-002
DRAWN BY:	TMO	DRAWING:	N/A
SCALE:	1" = 30'	SKETCH:	
DATE:	OCTOBER 2, 2025		1 OF 1

DRAWING: C:\Users\lambert\Documents\Projects\212-002 Chiques Crossing\Project Files\CAD Data\Exhibits\SEWER EASEMENT-VISTABLOCK CHIQUES CROSSING ILLC.dwg - PLOTTED: Oct 02, 2025 3:46 pm



SANITARY SEWER EASEMENT - VISTABLOCK CHIQUES CROSSING LLC
 CHIQUES CROSSING Exhibit B-1

JOB NUMBER:
1212-002

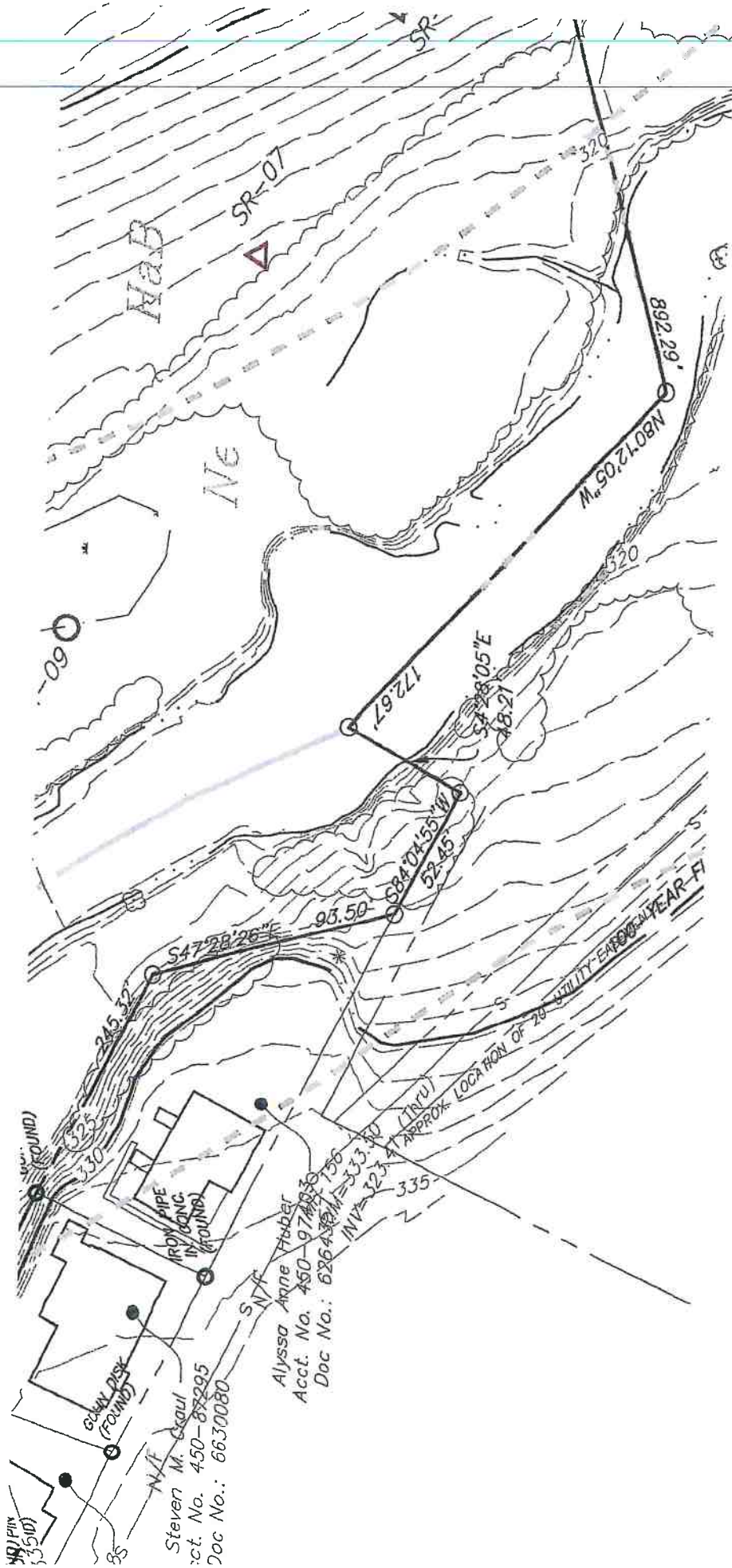


ELAGROUP
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4139 Oregon Pike, Ephrata, PA 17522
 elagroup.com 717-626-7271

MANAGER:	TWD
DRAWN BY:	TMO
SCALE:	1" = 60'
DATE:	OCTOBER 2, 2025

DRAWING:	N/A
SKETCH:	
1 OF 1	



Steven M. Ocaul
 Acct. No.: 450-88295
 Doc No.: 6630080

Alyssa Arne Huber
 Acct. No.: 450-974030
 Doc No.: 6264356

Exhibit C-1: Snippet Vista
 Block Conditional Use Plan,
 Sheet 7 of 78, January 5, 2024

FACT SHEET

VistaBlock Sanitary Sewer Easement in Floodplain Overlay (FPO) Zone

Reasons Not to Grant Special Exception

1. Rapho Township Zoning Ordinance Section 805 B requires that the **applicant for a special exception shall demonstrate, by credible evidence, compliance with these criteria and those criteria specified elsewhere in this Zoning Ordinance for the use in question:**
2. Rapho Township Zoning Ordinance Section 402.O. **Special Exception Uses. 6.** Public and private utilities, provided that the:
 - a. Applicant can offer expert testimony that the proposed use requires location within the (FPO) Zone and **cannot be located elsewhere with equal effectiveness;**
3. The Applicant has provide no expert testimony supported by studies that the sanitary sewer line cannot be hung from the Route 772 bridge over Little Chiques Creek and connected to manhole 158A in North Barbara Street. Applicable expert testimony would include studies and a Highway Occupancy Permit (HOP) application and approval/rejection by PennDOT.
4. The Applicant has provide no expert testimony supported by studies that the sanitary sewer line cannot be connected to manhole GL-7 in Lefevre Road. This would avoid the flood plain completely. Applicable expert testimony would include studies and a written easement offer to property owners of 434 and 482 Lefevre Road. The 2024 Rapho Township OLSD survey and well testing identified nitrate and bacteria issues in private on lot wells on Lefevre Road north of Green Park Drive.
5. The proposed sanitary sewer easement (Exhibit B) for the Alyssa Anne Huber property depicts a 10' wide easement abutting Pine Street. The boundary line between Mount Joy Borough and Rapho Township is the middle of Little Chiques Creek. Therefore Mount Joy Borough SALDO Section 240-45.B(1) applies which requires a 30' wide easement.
6. The proposed sanitary sewer easement (Exhibit B-1) for VistaBlock depicts a 20' wide easement. Mount Joy Borough SALDO Section 240-45.B(1) requires a 30' wide easement starting at the Township/Borough boundary which is the center line of Little Chiques Creek.
7. The proposed sanitary sewer easement (Exhibit B-2) for VistaBlock depicts a "proposed variable-width sanitary sewer easement containing 492 S.F." within the Pine Street extension fronting the Alyssa Anne Huber property. The VistaBlock Tract 3 deed does not contain any property in Pine Street

fronting the Alyssa Anne Huber property. Furthermore Mount Joy Borough SALDO Section 240-45.B(1) requires a 30' wide easement which would place a portion of the proposed sanitary sewer easement within Mount Joy Borough property. See Exhibit C-1 and C-2.

8. The Applicant has not demonstrated that the proposed sanitary sewer extension through the floodplain has met the requirements of 350-402.O.(6).(c); 350-402.O.(6).(d) or 350-402.Q. No calculations or preliminary plans have been submitted to Mount Joy Borough Authority.
9. The proposes sanitary sewer line within the floodplain is inconsistent with the Rapho Township Act 537 Plan which states:

3. Limitations and plans related to floodplain and stormwater management and special protection areas

► *Floodplain* - A floodplain zoning designation has been developed in order to ensure public safety, health, and welfare as related to flood-prone areas. On-site sewage disposal systems are prohibited in the floodplain. In addition, all new or replacement water and sanitary sewer facilities and systems shall be located, designed and constructed to minimize or eliminate flood damages and the infiltration of flood waters.

Rapho Township Zoning Ordinance:

Section 402. Floodplain Overlay (FPO) Zone.

B. Abrogation and Greater Restrictions. The regulations and standards of Article 4 of this Zoning Ordinance relating to *Floodplain Overlay (FPO) Zone (§ 402.)* supersedes any other conflicting provisions which may be in effect in identified floodplain areas. However, any other ordinance provisions shall remain in full force and effect to the extent that those provisions are more restrictive. If there is any conflict between any of the provisions of standards of Article 4 of this Zoning Ordinance relating to *Floodplain Overlay (FPO) Zone (§ 402.)*, the more restrictive shall apply.

F. Purpose Statement. In the interest of public health, safety and welfare, the establishment of floodplain conservation controls have been adopted for the following purposes to:

1. Combine with other zoning requirements certain restrictions made necessary for the floodplains to promote the general health, welfare and safety of Rapho Township.
- 3. Minimize danger to public health by protecting the water supply and promoting safe and sanitary drainage.**

6. Permit only those uses in the floodplain compatible to the preservation of natural conditions which are conducive to the maintenance of constant rates of water flow throughout the year by:

- b. Providing area for groundwater absorption for the maintenance of the subsurface water supply.**

O. Special Exception Uses. The following uses may be permitted by the Township Zoning Hearing Board as a special exception in accordance with Article 8 of this Zoning Ordinance relating to *Special Exceptions in Zoning Hearing Board's Functions (§ 805.B.)*:

6. Public and private utilities, provided that the:

- a. **Applicant can offer expert testimony that the proposed use requires location within the (FPO) Zone and cannot be located elsewhere with equal effectiveness;**
- b. Proposed use does not involve any of those uses listed in the subsection below relating to *Prohibited Uses (§ 402.P.)*;
- c. Use complies with all applicable requirements set forth in the subsection below relating to *Design and Performance Standards (§ 402.Q.)*; and
- d. Applicant furnishes written evidence of all needed county, state and federal approvals.

P. Prohibited Uses. The following uses and activities are prohibited in the (FPO) Zone:

1. All structures and buildings, except those specifically permitted as set forth in the subsections above relating to *Permitted Uses (§ 402.N.)* and *Special Exception Uses (§ 402.O.)* respectively.
2. The filling in of floodplain areas, grading, removal of topsoil, damming or relocation of any water course, except as is necessary to accomplish the uses permitted as set forth in the subsections above relating to *Permitted Uses (§ 402.N.)* and *Special Exception Uses (§ 402.O.)* respectively, and provided no grading or filling is authorized which would cause any increase in flood heights or frequency.

Q. Design and Performance Standards.

1. General.

- a. No permitted use or use allowed by special exception shall be permitted within the floodway if the proposed use or development would cause any increase in one hundred (100) year flood elevation.
- b. No encroachment, alteration, or improvement of any kind shall be made to any watercourse until all adjacent municipalities which may be affected by such action have been notified by the Township of Rapho, and until all required permits or approvals have first (1st) been obtained from the PA DEP
- c. **No encroachment, alteration, or improvement of any kind shall be made to any watercourse unless it can be shown that the activity will not reduce or impede the flood carrying capacity of the watercourse in any way.**
- e. All new or replacement water and sanitary sewer facilities and systems shall be located, designed and constructed to minimize or eliminate flood damages and the infiltration of flood waters.
- f. All other utilities, such as gas lines, electrical and telephone systems, shall be located, elevated (where possible) and constructed to minimize the chance of impairment during a flood.

Section 805. Zoning Hearing Board's Functions.

B. Special Exceptions. The Township Zoning Hearing Board shall hear and act upon applications for special exceptions, specifically authorized by this Zoning Ordinance. The granting of a special exception shall be subject to the following standards and criteria. **The applicant for a special exception shall demonstrate, by credible evidence, compliance with these criteria and those criteria specified elsewhere in this Zoning Ordinance for the use in question:**

1. Filing Requirements for Special Exception. The special exception application shall include the following:

d. A written description of the proposed use in sufficient detail to demonstrate compliance with all applicable provisions of this Zoning Ordinance.

2. General Criteria. Each applicant must demonstrate, by credible evidence, the proposed use complies with the following:

a. The proposed use shall be consistent with the purpose and intent of this Zoning Ordinance and such use is specifically authorized as a use by special exception within the zone wherein the applicant seeks approval.

b. The proposed use shall not detract from the use and enjoyment of adjoining or nearby properties.

c. The proposed use will not substantially cause a change in the character of the subject property's neighborhood, nor adversely affect the character of the general neighborhood, the conservation of property values, the health and safety of residents or workers on adjacent properties and in the neighborhood, nor the reasonable use of neighboring properties. The use of adjacent properties shall be adequately safeguarded.

e. The proposed use will not have deleterious impact on adjoining properties or the neighborhood due to impacts and/or by-products of the proposed use, such as noise, dust, odor, smoke, litter, glare, heat, radiation, electromagnetic interference, etc.

f. The proposed use will not substantially impair the integrity of the most recent version of the Comprehensive Plan adopted by the Township of Rapho.

3. **Specific Criteria. Each applicant must demonstrate, by credible evidence,** the proposed use complies with the following applicable specific criteria listed in:

a. Article 3 of this Zoning Ordinance relating to the following specific requirements and regulations:

(1). Permitted use;

b. Article 4 of this Zoning Ordinance relating to specific overlay zone requirements and regulations;

c. Article 5 of this Zoning Ordinance relating to the following specific requirements and regulations:

(6). Sewer and water systems standards.

d. Article 6 of this Zoning Ordinance relating to specific use regulations.

In addition, the proposed use must comply with all other applicable general and specific requirements and regulations of in this Zoning Ordinance.

4. Conditions. **The Township Zoning Hearing Board in approving special exception applications, may attach conditions considered necessary to protect the public welfare and the purposes listed above, including conditions which are more restrictive than those established for other uses in the same zone.** These conditions shall be enforceable by the Township Zoning Officer, and failure to comply with such conditions shall constitute a violation of this Zoning Ordinance and be subject to the penalties described in Article 9 of this Zoning Ordinance.

Mount Joy Borough SALDO Chapter 240

240-2. Purpose.

This chapter is adopted for the following purposes:

- A. To assist orderly, efficient and integrated development of land;
- B. To assure sites suitable for building purposes and human habitation in keeping with the standards of quality existing in the Borough and to alleviate peril from fire, flood, erosion, excessive noise, smoke or other menace;
- C. To provide for the coordination of proposed streets and other improvements with existing or proposed streets or other features of the Comprehensive Plan, Park and Recreation Plan, and Official Map of the Borough, and to provide for drainage, water supply, sewer disposal, and other appropriate utility services;**

§ 240-45. Building setback lines and easements.

B. Easements.

- (1) Where easements are required for utilities, such easements **shall be a minimum of 30 feet in width** and shall, to the fullest extent possible, be centered on or be adjacent to rear or side lot lines.
- (2) Nothing shall be placed, planted, set or put within the area of an easement that would adversely affect the function of the easement or conflict with the easement agreement. This requirement shall be noted on the final plan and shall be included in all deeds for lots which contain an easement.

Mount Joy Borough Zoning Ordinance Chapter 270

270-74. B. Floodplain applicability and administration.

- (1) The regulations of this section shall apply throughout the entire Borough as overlay zoning regulations that supplement the zoning district regulations. Where the regulations of this section differ from the regulations of any other section of this chapter, the provision that is more restrictive on development shall apply.

270-74.C. Floodplain compliance.

- (1) No structure shall be used or located, relocated, constructed, reconstructed, enlarged or **structurally altered or land** used except in full compliance with these floodplain regulations and other provisions of applicable Borough ordinances. A Borough zoning permit is required for any development within the one-hundred-year floodplain.
- (2) Any alteration to a waterway, drainage channel or the one-hundred-year floodplain, including development, redirecting drainage ways, changes in grade or filling in, shall

only occur after a determination by the Zoning Officer that all Borough ordinances have been complied with and after any needed state or federal permits are received.

270-74.D Permits for uses, structures and grading within an identified floodplain. Applications for such a Permit shall be made, in writing to the Zoning Officer .

(2) If any proposed construction or development is located entirely or partially within any identified floodplain area, applicants for Permits shall provide all the necessary information in sufficient detail and clarity to enable the Zoning Officer to determine that:

(b) all utilities and facilities, such as sewer, gas, electrical and water systems are located and constructed to minimize or eliminate flood damage

270-74.R. Design and Construction Standards. The following minimum standards shall apply for all construction and development proposed within any identified floodplain area.

(3) Water and Sanitary Sewer Facilities and Systems.

(a) All new or replacement water supply and sanitary sewer facilities and systems shall be located, designed and constructed to minimize or eliminate flood damages and the infiltration of flood waters.

(b) Sanitary sewer facilities and systems shall be designed to prevent the discharge of untreated sewage into flood waters.



Pennsylvania Local
Government
Investment Trust



Current Investment Rates & Benefits

March 23, 2026

PLGIT 7-Day Yields¹

PLGIT-Class	Reserve Class	PLGIT/PRIME
3.51%	3.59%	3.74%

PLGIT/TERM²

Maturity	Net Rate
90 Days	3.78%
180 Days	3.95%
270 Days	3.97%

PLGIT CD Purchase Program²

Maturity	Net Rate
90 Days	3.80%
180 Days	3.90%
270 Days	3.85%



Surveyors - Engineers - Landscape Architects

March 5, 2026

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

RE: 401 West Main Street
GM Property Solutions
Subdivision Plan
Review No. 2
RETTEW Project No. 0296105760
D.C. Gohn No. 4462-20

Dear Mr. Pugliese:

Please accept this letter and the accompanying plans and documents as our response on behalf of GM Property Solutions (401 West Main Street) to the RETTEW letter dated February 25, 2026. We respond to that engineering review letter as follows:

REQUESTED WAIVERS

A. Section 240-25 – Preliminary Plan

The applicant has requested a waiver of the requirement to provide a preliminary plan and in the alternative, move directly to final plan with the justification that there are no improvements associated with this plan.

We recommend approval of this waiver based upon the justification provided with the condition that the applicant satisfy all preliminary and final plan requirements to the satisfaction of the Borough.

Acknowledged

B. Section 240-43.H.1 – Improvement of Existing Streets (*Revised Request this Submission*)

The applicant has requested a waiver of the requirement to improve Springville Road and West Main Street to the ultimate width and provide additional rights-of-way and associated street improvements with the justification that they are in good repair and no improvements are proposed with this plan.

Borough of Mount Joy – c/o Mark G. Pugliese, Manager
GM Property Solutions – 401 West Main Street
Subdivision Plan
RETTEW Project No. 0296105760

We recommend approval of this waiver as it pertains to West Main Street.

Acknowledged

As it pertains to Springfield Road, we recommend the Borough deny the request not to provide additional right-of-way and recommend the applicant show the existing dwelling as an existing dimensional nonconformity.

The proposed additional right-of-way of 8.5 feet to be offered dedication to Mount Joy Borough along Springville Road at the appropriate time in the future has been added to the plan.

As it pertains to Springfield Road, we recommend the Borough deny the request to waive improvements including curb and sidewalk and recommend the applicant enter into an agreement that would defer road improvements to a time the Borough would deem such road improvements as feasible (§ 240-43.H.4.d)

We respectfully request that the Borough Solicitor prepare a Deferral Agreement that would defer road improvements and additional right-of-way to a time when the Borough deems the road improvements are feasible.

C. Section 240-55.G – Landscaping and Street Trees

The applicant has requested a waiver of the requirement to provide additional trees and landscaping with the justification that no improvements are proposed with this plan.

We recommend approval of this waiver based upon the justification provided.

Acknowledged

D. Section 240-57 – Public Dedication of Park and Recreation Land

The applicant has requested a waiver of the requirement to provide land for dedication or pay a fee in lieu for park and recreational use with the justification that no improvements are proposed with this plan.

We recommend approval of this waiver based upon the alternative and justification provided.

Acknowledged

E. Section 240-62.A.1 – Wetlands Study (*New Request this Submission*)

Borough of Mount Joy – c/o Mark G. Pugliese, Manager
GM Property Solutions – 401 West Main Street
Subdivision Plan
RETTEW Project No. 0296105760

The applicant has requested a waiver of the requirement to provide a wetland study and in the alternative, provide a reference to the National Wetland Inventory with the justification that the property is developed and not in close proximity to a water course.

We recommend approval of this waiver based upon the justification provided.

Acknowledged

Zoning

1. For the proposed corner lot, the side yard setback needs to be zero feet (§270-113.B.1). We note that this has been provided on the plan and also needs to be noted in the zoning data.
The Zoning Data on the Cover sheet has been revised to reflect the side yard setback of 0' for a corner lot.

Subdivision and Land Development

1. Financial security in the amount **\$6,425.05** and a financial security agreement needs to be provided for the driveway access improvements within the right-of-way along Springville Road (§240-31).
Financial Security will be provided by the owner ahead of recording the Subdivision Plan. GM Property Solutions is planning on closing on the subject property in mid-March 2026.
2. Additional rights-of-way need to be provided along Springville Road (§240-43.H.1). We acknowledge that Note #16 has been added and the proposed linework also needs to be shown on the plan.
The linework for the Proposed right-of-way for dedication along Springville Road has been added to the plan.
3. Any portion of a clear sight triangle that encroaches on an adjacent property will need a shared maintenance agreement. It appears that the existing clear sight triangles on Main Street and Springville Road encroach onto the proposed single family dwelling lot (§240-43.J, 240-61.D.11). The proposed lot lines need to be provided on the plan with the clear sight triangle to determine if a shared agreement needs to be provided.

All clear sight triangles have been added to Sheet 3 of the plan. The clear sight triangle previously shown at the Main Street (SR-0230) entrance has been removed, as this access drive location functions as an entrance only. Signage is provided at the Main Street access, and all vehicular exiting movements from the property occur via Springville Road.

The proposed lot lines are now shown in relation to the required clear sight triangles on Sheet 3. The clear sight triangles associated with the proposed parking area on the single-family lot and the commercial property access onto Springville Road extend slightly across the proposed lot line. However, the areas of overlap are small and are located within the proposed right-of-way to be dedicated to Mount Joy Borough. As such, no shared maintenance agreement should be necessary.

4. The proposed parameters for the zoning data requirements needs to be provided (§240-61.D.9). The Density calculations in the site data on the cover sheet do not apply and need to be removed or noted as not applicable.

The Density Calculations have been removed from the cover sheet.

5. The date, final action, and conditions of approval by the Borough Council on any approved waiver requests need to be included on the plan (§240-65.D.6).
This information will be added to the plan after the anticipated Council meeting of April 6th, 2026

6. All certificates need to be completed prior to recording the plan (§240-64.e, 240-65.E). The owner or record is listed as Mount Joy Gift & Thrift and the owner certificate shows GM Property Solutions as the owner and clarification is needed. An equitable owner agreement needs to be provided.

All required certificates will be fully executed prior to plan recording in accordance with §§240-64.E and 240-65.E of the SALDO. The ownership certificate has been revised to reflect the owner will sign the plan. GM Property Solutions has been removed from the ownership certificate for the time being. GM Property Solutions is planning settlement on the acquisition in mid-March, 2026.

7. Written notice needs to be provided from the Pennsylvania Department of Environmental Protection (PADEP) that approval of the sewer facility plan revision or supplement is not required (§240-65.E.2.a).

A written request was submitted to the Pennsylvania Department of Environmental Protection (PADEP) on January 26, 2026, seeking confirmation that approval of a sewer facilities plan revision or supplement is not required, in accordance with §240-65.E.2.a. PADEP acknowledged receipt of the request on January 28, 2026, and issued a “No Planning Needed for Land Development Letter” dated March 3, 2026. A copy of that letter is attached.

8. Written notice from the emergency services providers needs to be provided (§240-65.E.2.h).

Borough of Mount Joy – c/o Mark G. Pugliese, Manager
GM Property Solutions – 401 West Main Street
Subdivision Plan
RETTEW Project No. 0296105760

Plan sets were mailed to the applicable emergency service providers on January 29, 2026 for review. Copies of any written responses received will be provided upon receipt.

STORMWATER MANAGEMENT

1. The applicant is proposing 730.5 sf of new impervious area and needs to apply for a Stormwater Exemption (§226-51.B.3).

GM Property Solutions will apply for the Exemption and apply for the necessary building permit to construct the macadam parking area upon recording of the subdivision plan.

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

Respectfully,

D. C. Gohn Associates, Inc.



Todd E. Smeigh, PE
President
717-653-5308 ext. # 234
tsmeigh@dcgohn.com

1. Final Subdivision Plan for GM Property Solutions
2. DEP - No Planning Needed Letter.

Cc: GM Property Solutions
RETTEW



Pennsylvania
**Department of
Environmental Protection**

March 3, 2026

VIA ELECTRONIC MAIL

Mount Joy Borough Council Members
21 E. Main St.
Mount Joy, PA 17552

Re: No Planning Needed for Land Development Letter
GM Property Solutions
Mount Joy Borough, Lancaster County

Dear Mount Joy Borough Council:

This letter is in reference to your application for Sewage Facilities Planning Modules proposing a new lot line between the single-family dwelling located at 401 West Main Street and the Mount Joy Gift & Thrift store located at 413 West Main Street. The project is located in Mount Joy Borough, Lancaster County.

Since both structures on this lot are currently served by separate laterals tributary to Mount Joy Borough Authority's sewerage facilities and because no new sewage flows are proposed, this project does not meet the definition of a subdivision under the Pennsylvania Sewage Facilities Act. Therefore, no planning modules are required to be submitted to the Department of Environmental Protection (DEP).

Please contact me at (717) 705-4793 or coryzimmer@pa.gov with any questions or concerns.

Sincerely,

Cory D. Zimmerman (signed electronically 03/03/2026)

Cory D. Zimmerman
Sewage Planning Supervisor

cc: Austin Moran – PDF
D.C. Gohn Associates, Inc. (Attn: G. Rodney Nell) – PDF
Mount Joy Borough Authority (Attn: Scott Kapcsos)
Lancaster County Planning Commission – PDF

February 25, 2026

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

Engineers
Environmental
Consultants
Surveyors
Landscape
Architects
Safety
Consultants

RE: 401 West Main Street
Subdivision Plan
Review No. 2
RETTEW Project No. 0296105760

Dear Mr. Pugliese:

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

1. Three plan sheets dated December 15, 2025, revised February 6, 2026
2. Opinion of Probable Cost dated February 6, 2026
3. Waiver Request letter dated February 6, 2026
4. Miscellaneous supporting information.

We offer the following comments for your consideration:

REQUESTED WAIVERS

A. Section 240-25 – Preliminary Plan

The applicant has requested a waiver of the requirement to provide a preliminary plan and in the alternative, move directly to final plan with the justification that there are no improvements associated with this plan.

We recommend approval of this waiver based upon the justification provided with the condition that the applicant satisfy all preliminary and final plan requirements to the satisfaction of the Borough.

B. Section 240-43.H.4 – Improvement of Existing Streets (*Revised Request this Submission*)

The applicant has requested a waiver of the requirement to improve Springville Road and West Main Street to the ultimate width and provide additional rights-of-way and associated street improvements with the justification that they are in good repair and no improvements are proposed with this plan.

We recommend approval of this waiver as it pertains to West Main Street.

As it pertains to Springville Road, we recommend the Borough deny the request to not provide additional right-of-way and recommend the applicant show the existing dwelling as an existing dimensional nonconformity.

As it pertains to Springville Road, we recommend the Borough deny the request to waive improvements including curb and sidewalk and recommend the applicant enter into an agreement that would defer road improvements to a time the Borough would deem such road improvements as feasible (§ 240-43.H.4.d).

C. Section 240-55.G – Landscaping and Street Trees

The applicant has requested a waiver of the requirement to provide additional trees and landscaping with the justification that no improvements are proposed with this plan.

We recommend approval of this waiver based upon the justification provided.

D. Section 240-57 – Public Dedication of Park and Recreation Land

The applicant has requested a waiver of the requirement to provide land for dedication or pay a fee in lieu for park and recreational use with the justification that no improvements are proposed with this plan.

We recommend approval of this waiver based upon the justification provided.

E. Section 240-62.A.1 – Wetland Study (*New Request this Submission*)

The applicant has requested a waiver of the requirement to provide a wetland study and in the alternative, provide a reference to the National Wetland Inventory with the justification that the property is developed and not in close proximity to a water course.

We recommend approval of this waiver based upon the alternative and justification provided.

ZONING

1. For the proposed corner lot, the side yard setback needs to be zero feet (§ 270-113.B.1). We note that this has been provided on the plan and also needs to be noted in the zoning data.

SUBDIVISION AND LAND DEVELOPMENT

1. Financial security in the amount of **\$6,425.05** and a financial security agreement need to be provided for the driveway access improvements within the right-of-way along Springville Road (§ 240-31).
2. Additional rights-of-way need to be provided along Springville Road (§ 240-43.H.1). We acknowledge that Note #16 has been added and the proposed linework also needs to be shown on the plan.
3. Any portion of a clear sight triangle that encroaches on an adjacent property will need a shared maintenance agreement. It appears that the existing clear sight triangles on Main Street and Springville Road encroach onto the proposed single family dwelling lot (§ 240-43.J, 240-61.D.11). The proposed lot lines need to be provided on the plan with the clear sight triangles to determine if a shared agreement needs to be provided.
4. The proposed parameters for the zoning data requirements needs to be provided (§ 240-61.D.9). The Density calculations in the site data on the cover sheet do not apply and need to be removed or noted as not applicable.

5. The date, final action, and conditions of approval by the Borough Council on any approved waiver requests need to be included on the plan (§ 240-65.D.6).
6. All certificates need to be completed prior to recording the plan (§ 240-64.E, 240-65.E). The owner of record is listed as Mount Joy Gift & Thrift and the owner certificate shows GM Property Solutions as the owner and clarification is needed. An equitable owner agreement needs to be provided.
7. Written notice needs to be provided from the Pennsylvania Department of Environmental Protection (PA DEP) that approval of the sewer facility plan revision or supplement is not required (§ 240-65.E.2.a).
8. Written notice from the emergency services providers needs to be provided (§ 240-65.E.2.h).

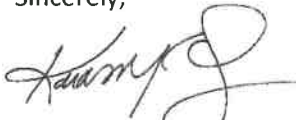
STORMWATER MANAGEMENT

1. The applicant is proposing 730.5 SF of new impervious area and needs to apply for a Stormwater Exemption (§ 226-51.B.3).

Please note that all revisions must be submitted to the Borough a minimum of three weeks prior to the date of the Planning Commission meeting to be placed on the agenda.

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

Sincerely,



Kara Kalupson, BIA
Senior Project Manager

copy: Mark G. Pugliese, Manager (manager@mountjoypa.org)
Brett Hamm, Zoning Officer (zoning@mountjoypa.org)
Todd E. Smeigh, PE, DC Gohn Associates, Inc. (tsmeigh@dcgohn.com)

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14.8.26



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

We answer to you.

March 23, 2026

Mr. Mark Pugliesi, Manager
Mount Joy Borough
21 East Main Street
Mount Joy, PA 17552

Engineers
Environmental
Consultants
Surveyors
Landscape
Architects
Safety
Consultants

RE: Proposal For: Little Chiques Park - Phase 1 Improvements
RETTEW Project No. 0296106311

Dear Mark:

We have prepared this project scope and fee for the final design, pre-construction, and construction management services for the Phase 1 proposed improvements to Little Chiques Park. This proposal is based on the proposed improvements shown on the Little Chiques Park – Master Plan dated March 2025 provided by YSM.

SCOPE OF SERVICES

A. TOPOGRAPHIC SURVEY (PHASE 901)

RETTEW will:

1. Notify utilities through the Pennsylvania 811 System. A Design Notification shall be submitted with a request for a field mark-out of utilities. At the request of facility owners, RETTEW shall provide a plan or aerial of the project site for mark-up of facility locations and types.
 - a. The Client is responsible for providing information and/or mark-out for on-site private utilities.
2. Perform a topographic survey of a portion of the subject property approximately 2,600 feet long and 50 feet wide, beginning at the end of Pine Street and ending on the northern right-of-way line of East Main Street (S.R.0230) as shown below. The topographic survey shall include locations and elevations of the following existing features:
 - a. Pavement edges, centerlines and pavement markings.
 - b. Driveways and parking spaces.
 - c. Curbing and sidewalks.
 - d. Fences and signs.
 - e. Landscaping and lighting.
 - f. Individual trees in open areas, edges of wooded and brush-covered areas.
 - g. Retaining walls and rock outcroppings.
 - h. On-site wells and septic systems (if identified by owner).
 - i. Other visible, accessible and pertinent features.

3. Prepare a survey base map in AutoCAD Civil3D at an appropriate scale and show the following:
 - a. Site benchmark(s), with vertical datum NAVD 88.
 - b. Contours with one-foot intervals and spot elevations, as deemed necessary.
 - c. Mapping features shown beyond the survey limits shall be based on available public GIS data or derived from available aerial mapping and/or record plans.
 - d. Horizontal datum Pennsylvania State Plane Coordinates, South Zone, NAD 83(2011).
 - e. Locations of above ground and/or underground utilities which are visible or are identifiable from utility markings and/or best available plan information. Locations of underground utilities are approximate for design purposes only. This proposal DOES NOT include subsurface investigation and/or confined space entries into manholes or storm structures.

Deliverables:

1. Survey base mapping in Auto CAD Civil 3D format with associated surface data files.

B. SITE EVALUATION FOR STORMWATER INFILTRATION (PHASE 357)

To evaluate soil and geologic conditions and complete infiltration testing in the vicinity of the proposed improvements (i.e., parking and access areas and paved multi-purpose trail) to the Little Chiques Park, RETTEW will:

1. Review available geologic publications regarding bedrock geology and carbonate features at the Site.
2. Review available historic aerial photographs for carbonate features; conduct a fracture trace analysis utilizing the aerial photographs.
3. Obtain published soil information to determine on-site soil type and limiting factors for development (i.e., seasonal high water table, clay content, hydric soils, etc.).
4. Visit the site to survey and stakeout test pit locations with a Trimble Pathfinder GPS receiver accurate to <1.0 meter. Process the data for incorporation into the site plan.
5. Observe the excavation of up to eight test pits. Complete test pits to determine the depth to bedrock, the depth to the seasonal high groundwater table and/or actual groundwater table, and subsurface soil characteristics. The test pits will extend to a depth of five feet, bedrock, water table, refusal, or to equipment depth limitation, whichever is encountered first.
6. Assign a RETTEW geoscientist to describe the soil profile, bedrock type (if encountered) and identify limiting zones in the test pits. The soils will be classified according to the USDA method. All field data will be reviewed and analyzed by a RETTEW Senior Soil Scientist.
7. Perform a maximum of 16 falling head infiltration tests (two infiltration tests per test pit excavation) at the site. The time period for infiltration testing should be precipitation free.

- a. Conduct the infiltration tests by a double ring infiltrometer at each selected testing location. Placement of each test will be based on field conditions, such as coarse fragment content within the soil, backhoe refusal, indications of seasonally high water table, etc. Infiltration testing will be completed in accordance with methods described in the *Pennsylvania Department of Environmental Protection (PA DEP) Stormwater BMP Manual*.
 - b. A maximum of eight water drop measurements per test will be obtained at a time interval, which is appropriate for the site.
8. Calculate infiltration rates based on the water drop measurements collected.
 9. Provide a written report, which will present our findings, conclusions, and design and construction recommendations, based on the investigation.

Deliverable: Site Evaluation for Stormwater Infiltration Report and Carbonate Hazard Study.

C. PARK IMPROVEMENTS AND STORMWATER MANAGEMENT PLAN (PHASE 611)

RETTEW will:

1. Prepare Final Land Development Plans in accordance with DCNR's Park Site Development Drawing checklist. The drawings will include layout, grading, erosion control, and details to a suitable scale showing the required site data and design requirements for submission to DCNR. RETTEW will use the topographic survey data completed by our surveyors.
 - a. Prepare Land Development, Post Construction Stormwater Management (PCSM) and Erosion and Sediment Control (E&S) Plans. Consider design constraints such as stormwater management, zoning, and land development regulations, slopes, existing stormwater features, and infiltration rates of the native soils. The design will meet the requirements of Mount Joy Borough's Subdivision and Land Development, Zoning and Stormwater Management Ordinances.
 - b. Prepare stormwater profiles, construction details, and calculations as required for Borough approval.
2. Submit the Final Land Development, Post Construction Stormwater Management and Erosion and Sediment Control Plans, PCSM report to Mount Joy Borough staff for review and approval.
3. Attend one meeting of the Mount Joy Borough Planning Commission and the Borough Council meeting to present the project and answer questions. Address one round of comments and update the plans as needed.
4. Prepare the DCNR Certification of Design form, Project Timeline, and Detailed Budget/Preliminary Opinion of Probable Costs.
5. Prepare a construction cost opinion for the proposed public site improvements for establishment of the improvement guarantee amount.

Deliverable: Final Land Development, PCSM and E&S Plans (PDF).

D. EROSION CONTROL & GENERAL NPDES PERMIT APPLICATION (PHASE 612)

RETTEW will:

1. Prepare the National Pollutant Discharge Elimination System (NPDES) permit application package for submission to the Lancaster County Conservation District (LCCD) following PA DEP design criteria. This includes administration of the submission package with the LCCD.
2. Prepare the NPDES permit application for a General NPDES permit, including:
 - a. The completed, signed, sealed and notarized Notice of Intent (NOI) form
 - b. The NOI Checklist
 - c. Proof of receipt of municipal and county Acts 14, 67, 68, and 127 notifications or acknowledgment letters from the local municipality and county government
 - d. E&S Module 1 and PCSM Module 2
 - e. Pre Development Site Characterization Spreadsheet
 - f. Downstream Erosion Potential Analysis Study
 - g. A signed PNDI receipt for the project area showing "No Known Impact," "Avoidance Measures" or "Potential Impact," and proof of delivery to the appropriate jurisdictional agency(ies) where further coordination is required, as appropriate.
 - h. PA DEP Spreadsheets for each Point of Analysis (POA).
3. Provide E&S and PCSM reports containing supporting calculations.
4. Schedule and attend a pre-application meeting with the LCCD to discuss the project.
5. Revise the plans and calculations one time based on the LCCD review.

Deliverables: PDF file of the NPDES permit application package; hard copies as needed for submission.

E. PRE-CONSTRUCTION AND BIDDING (PHASE 613)

RETTEW will:

1. Prepare the Contract Documents.
 - a. Prepare the advertisement for public bidding of the project.
 - b. Prepare bidding documents in accordance with Public Bidding Laws including insertion of prevailing wage rates, Contracts, Bid Forms, and Bond Forms (Bid, Payment, and Performance).
 - c. Prepare all applicable technical specifications.
2. Submit the Final Site Development Drawings and Bid Documents to DCNR for review and approval before advertising for bids and awarding contracts.
3. Revise the plans one time based on DCNR review comments (if required).
4. Upload the bid documents and administer bidding on PennBid.
5. Assist the Borough in receipt and review of the bids and awarding the contract; issue the Notice of Award, administer the signing of the Contract, receive the bonds, certificates and other required documentation; issue the Notice to Proceed.
6. Attend a pre-construction meeting, along with the Borough and successful contractor, and prepare meeting minutes.

Deliverable: PDF files of the Contract Documents including one hard copy

F. CONSTRUCTION SERVICES (PHASE 614)

RETTEW will:

1. Provide a resident project representative (RPR) on-call to review work progress, answer contractor questions during the construction and provide as-needed consultation throughout the construction.
2. Observe the construction, resolve conflicts, and verify quantities. This will serve to assure the client that work is progressing generally in accordance with the Contract Documents. The amount of time that the inspector will be on the project site will depend on the construction activities. Observation reports of the site visits will be sent to the client as well as other communications with the contractor to help in maintaining consistent communication on the project. Our costs are based on assuming a total of eight construction site visits at two hours per visit.
3. Provide construction administration, including review and recommendation of payment requests, change order reviews, and issuance of contractor directives.
4. Perform construction observation necessary to complete a Certificate of Substantial Completion.

ANTICIPATED PROJECT SCHEDULE

RETTEW shall commence work on topographical survey Phase 901 within seven business days of receiving notice to proceed. The scope of work as outlined shall be completed within approximately fourteen business days after commencement. The final deliverable date is contingent upon favorable weather and timely receipt of information requested from utility and/or other companies.

Fieldwork for geotechnical investigation Phase 357 can commence within two weeks of notice to proceed, weather-permitting. The final report will be issued along with submittal of Post-Construction Stormwater Management Plans.

COMPENSATION

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

PROFESSIONAL FEES

A.	Topographic Survey (Phase 901).....	\$8,600.00
B.	Site Evaluation for Stormwater Infiltration (Phase 357).....	\$9,300.00
C.	Park Improvements and Stormwater Management Plan (Phase 611).....	\$17,600.00
D.	Erosion Control and General NPDES Permit Application(Phase 612).....	\$14,000.00
E.	Pre-Construction and Bidding (Phase 613).....	\$7,400.00
F.	Construction Services (Phase 614).....	\$7,000.00
Total Professional Fees.....		\$63,900.00

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

Estimated expenses for the above services associated with the project: \$1,200.00

TOTAL PROPOSED FEES: \$65,100.00

ASSUMPTIONS

Phase 901

1. This proposal does not include additional surveys which may be required for a detailed flood study or Highway Occupancy Permits (HOPs).
2. It is assumed that RETTEW will be given permission to access adjacent properties by property owners for purposes of performing the field surveys. Notice of Intent to Enter (NOIE) letters are not included in this scope of services.
3. All meetings not listed in the scope of services above shall be attended, as requested, and billed on a time and expense basis.
4. Survey base mapping will be prepared using RETTEW CAD standards unless otherwise specified by the Client, prior to work commencing.
5. This proposal does not include any on-site safety training or orientation that may be required.

Phase 357

1. We have assumed that up to a total of four stormwater control measures (SCMs) may be needed to accommodate the proposed improvements. As such, we have proposed two test pits per SCM for a total of eight test pits.
2. The site is accessible with a four-wheel drive pickup truck carrying equipment for infiltration testing and a rubber-tired backhoe.
3. The Client will provide a backhoe and operator capable of excavating test pits to depths up to eight feet below existing grade.

4. The Client's excavation contractor shall be responsible for submitting the PA One-Call ticket request to mark/clear all public utilities. RETTEW is not responsible for damages to underground utilities. Pennsylvania law requires notification of the PA-One Call (811) system three working days prior to excavating or construction phase activities. However, 811 will only provide public utility locates; private utilities will NOT be located through the 811 system. At your request, RETTEW's Subsurface Utility Engineering (SUE) group can provide private utility locating services and/or verify the accuracy of locates for public utilities completed through 811.
5. Excavated test pits will be closed, the area smoothed to match existing topography as much as possible prior to demobilization. It is assumed that restoration of the test pits will be done by the on-site maintenance staff.
6. The soils at the test pit locations and site characteristics may not be compatible with implementing infiltration. If the infiltration rates are too slow or too fast, or other soil and/or site limitations are identified, additional areas can be investigated, and other stormwater management options can be evaluated on a cost-plus basis.
7. A desktop carbonate hazard study is included in this scope of services. Additionally, a field reconnaissance will be conducted to identify any surface-expressed carbonate features. Based on the results of the desktop and limited field reconnaissance, additional carbonate investigations may be warranted and are not included in this scope of services. An addendum will be provided to the client if any additional investigations are required.

ADDITIONAL SERVICES

Phase 901

1. ALTA/NSPS Land Title surveys and/or review of title documents.
2. Boundary Surveys.
3. Preparation of easement exhibits or legal descriptions.
4. Construction stakeout services.
5. RETTEW Field Services, Inc. (RFS), can identify and locate subsurface utilities and structures for incorporation into the survey plan deliverable. This includes existing public utilities, private utilities, abandoned utilities, and underground structures such as underground storage tanks (USTs), vaults, septic tanks, etc.
6. Any Land Surveying service not specifically described within the Scope of Services and Fees herein.

PROPOSAL ACCEPTANCE

If this proposal is satisfactory and acceptable and fully sets forth all the items of our understanding, please signify your acceptance by signing the enclosed Professional Services Agreement and returning it to our office. We will forward a fully executed copy to you. This document will then constitute our completed agreement. If we are given verbal or written authorization to proceed with any portion of this work prior to receiving an executed agreement, or if we receive payment from you toward this project, the terms and conditions of the attached Professional Services Agreement will be considered to be in full force, as if it had been executed, until such time as another agreement is executed by both parties.

Page 8 of 8
Mount Joy Borough
March 23, 2026
RETTEW Project No. 0296106311

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

Sincerely,



Kara Kalupson, RLA
Project Manager 3



Anthony D. Mazzatesta
Regional Director, Planning & Design

Enclosure

Z:\Shared\Projects\02961\0296106311 - Little Chiques Park\00 Contracts\00 Proposal\Letter Proposal_Little Chiques Park- Phase 1_2026-03-23.docx



We answer to you.

Corporate Headquarters: 3020 Columbia Avenue · Lancaster, PA 17603 · Phone (717) 394-3721 · Fax (717) 798-9879
E-mail: rettew@rettew.com · Web site: rettew.com

PROFESSIONAL SERVICES AGREEMENT

Project No. 0296106311

THIS AGREEMENT entered into on this 23rd day of March, 2026 by and between
Mount Joy Borough located at 21 East Main Street, Mount Joy, Pennsylvania 17552

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

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

Little Chiques Park - Phase 1 Improvements

located at: Mount Joy Borough, Lancaster County, Pennsylvania

hereinafter called the PROJECT.

THE CLIENT AND RETTEW AGREE AS FOLLOWS:

A. Scope of Services to be Provided by RETTEW:

As outlined in the attached Proposal dated March 23, 2026.

B. Total Fee to be Paid to RETTEW:

As outlined in the attached Proposal dated March 23, 2026.

C. Schedule for the Services of RETTEW:

As outlined in the attached Proposal dated March 23, 2026 and upon receipt of the signed Professional Services Agreement.

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

ACCEPTANCE AND EXECUTION OF THIS AGREEMENT:

BY: _____
(Client Signature)

BY: _____
(RETTEW Signature)

(Printed Name)

Anthony D. Mazzatesta
(Printed Name)

TITLE: _____

TITLE: Regional Director, Planning & Design

DATE: _____

DATE: _____

PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

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

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

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

4. Indemnification. To the fullest extent permitted by law, Client agrees to indemnify, defend and hold the RETTEW Group harmless from and against any and all manner of demands, claims, liabilities, costs and expenses (including, without limitation, reasonable attorneys’ and experts’ fees and other reasonable defense costs) (a) arising out of any negligent act or omission, or any breach of this Agreement, by Client or any individual or entity for whose acts Client is responsible; (b) arising out of the use of or reliance on the drawings, sketches, specifications and other documents in any form provided to or for Client by RETTEW under this Agreement (“Deliverables”) by any third-party; and/or (c) RETTEW’s use or reliance on drawings, sketches, specifications and information provided to RETTEW by Client or its Contractors (defined below). To the fullest extent permitted by law, RETTEW agrees to indemnify, defend and hold the Client Group harmless from and against any and all manner of demands, claims, liabilities, costs and expenses (including, without limitation, reasonable attorneys’ and experts’ fees and other reasonable defense costs) arising out of any negligent act or omission, or any breach of this Agreement, by RETTEW or any individual or entity for whose acts RETTEW is responsible. With regard to any claims arising out of professional services, any defense obligation assumed by RETTEW shall be interpreted as an obligation to reimburse reasonable defense costs, including but not limited to reasonable attorney’s and expert’s fees. As used in Paragraphs 4 and 5, a “Group” includes the identified party, its parents, subsidiaries and affiliates, their agents, successors and assigns, or any of their shareholders, directors, partners, members, officers or employees.

5. Limitations of Liability.

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

b. If RETTEW fails to include any required item or component of the Project from Deliverables, RETTEW shall correct such failure on Deliverables without charge to Client and reasonable additional construction costs incurred by the Client due to the omission, but shall not be responsible for the cost of the item or component itself, or the cost of installation thereof.

c. Neither party Group shall be liable to the other for punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost revenues, lost business opportunities, loss of use, fines, penalties, and loss of or corruption to data) arising from or related to this Agreement, regardless of the theory liability, and even if they have been advised of the possibility of such damages or loss.

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

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

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

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

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

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

11. Client Responsibilities. Client will provide access to the site as necessary for RETTEW's performance of the Services. Client will provide, in a timely fashion, complete physical information about the site that may be necessary or desirable for RETTEW to perform the Services. Client will timely review proposals, schedules, plans, and specifications prepared by RETTEW, and cooperate with RETTEW so that RETTEW may complete the Services in a timely fashion. Failure to provide such timely review may adversely impact scope, schedule and budget related to the Services. Client will provide RETTEW with current and complete documents and information possessed by Client and its Contractors related to the site, the Project and the Services. RETTEW shall be entitled to rely on information and recommendations provided by Client and its Contractors without independent evaluation or verification.

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

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

14. Fees.

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

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

15. Additional Work.

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

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

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

17. Miscellaneous. There are no third-party beneficiaries of this Agreement. There are no understandings or agreements concerning this Project except as expressly stated herein. These Terms cannot be modified, altered, abridged, rescinded or supplemented by any unilateral statement or writing of either party. These Terms control over any subsequent writings, unless specifically and explicitly agreed to by both parties, in writing. If the Client directs RETTEW to initiate Services before execution of an agreement, these Terms will govern the engagement, unless subsequently agreed by the parties in writing. Neither party may assign this Agreement without the other party's written consent, which shall not be unreasonably withheld. If any provision hereof is deemed invalid or unenforceable, the other provisions shall remain in full force and effect, and binding upon the parties hereto. RETTEW may withdraw or revise the proposal if the Agreement is not executed by Client within 60 days of receipt.

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

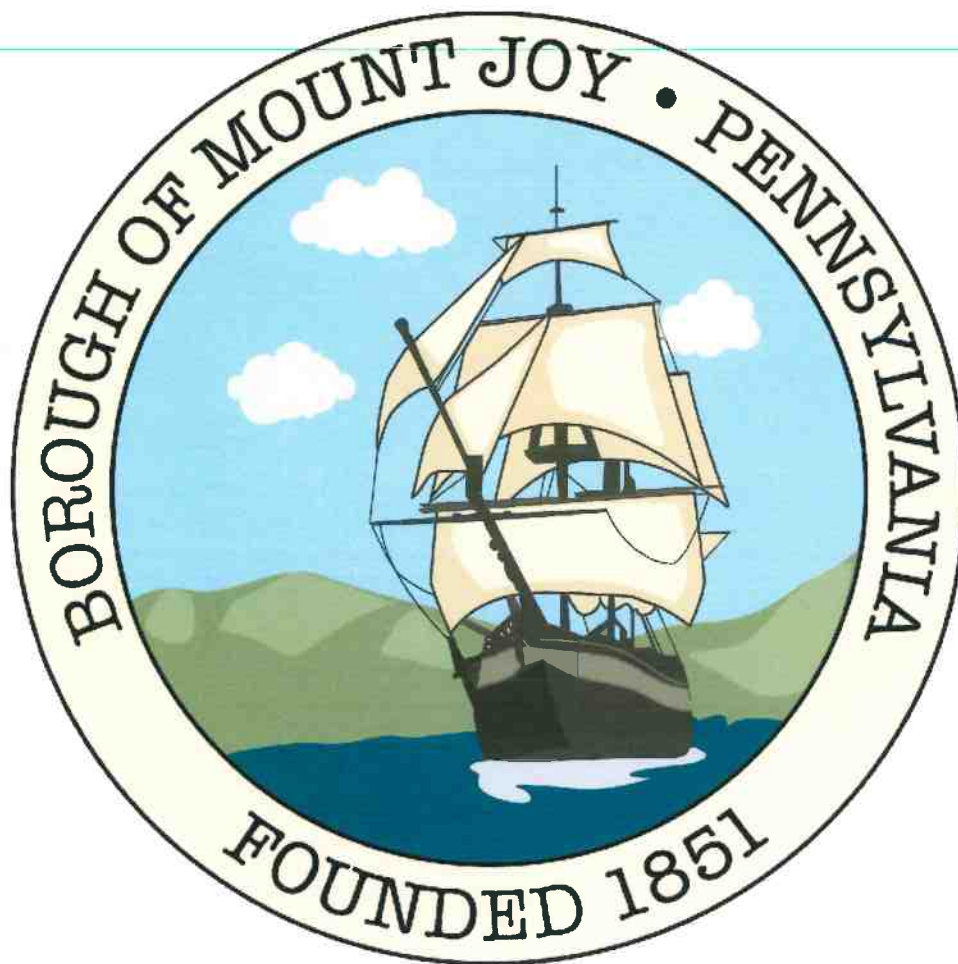
18.1 RETTEW offers construction observation and construction administration services, but does not offer construction management or construction inspection services. RETTEW shall become generally familiar with the progress and quality of the work within the Scope of Services to determine, in general, if such work is performed in accordance with the construction documents. RETTEW shall not be required to make exhaustive or continuous on-site visits to observe such work. RETTEW's services do not include supervision or direction of the work of the contractor, its employees, agents or subcontractors. Client agrees to notify the contractor accordingly. The contractor shall also be informed by Client that neither RETTEW's presence nor the observation by RETTEW shall excuse the contractor for defects or omissions in its work.

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

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

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

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



48" circle

1/2" PVC

full color print

covering whole circle.

All letters raised, 1/4 acrylic, black

Installation by others

Use tapcons, hide in letters,

cover with print.

\$790



3650 West Market Street
 York, PA 17404
 Phone (717) 505-9701
 Fax (717) 430-2019
 www.theYGSgroup.com

To:

Borough of Mount Joy
 ,
 ATTN: Josh Deering

Quotation 26203795

Date 03/19/2026
Salesperson House

We are pleased to submit this estimate for your consideration.

Please Note: The paper estimated may not be available at the time an order is placed, and alternate paper may be necessary due to availability. There may be up-charges incurred with any changes to estimated paper, and schedule delays could be a result of paper availability.

Title Interior Sign - Option 2
Stock 12mm PVC (Black) and 3/16" Clear Acrylic
Finished size 47.5" diameter base PVC layer
 Acrylic ship layer approximately 18 x 30
Description Two layer sign prints 5/0 (CMYK + white)
Preparation Caskey to create layers from file supplied.
Proofs PDF proof
Finishing Router-cut to shape, router engrave lettering on base layer, affix top to back layer with VHB tape, apply VHB foam tape to base back and add studs for installation
Delivery FOB : The YGS Group

Prices	Quantity	Price
	1	\$665.00

Additional Installation is additional = \$100.00

Respectfully submitted,

Quoted By: _____ House **Sign:** _____ **Date:** _____

Accepted By: _____ **Sign:** _____ **Date:** _____

This estimate is based on a normal production schedule at current material prices. If material prices fluctuate (e.g., paper), the quoted price will be adjusted to reflect the material prices at the time of the order. The estimated price is contingent upon inspection of supplied materials. Your acceptance of this estimate is our authorization to purchase paper for the project. Cancellation of this project after the paper is ordered will result in a charge for that paper. This estimate is valid for 30 days from the estimate date. **Effective March 16th, 2020, a 3% surcharge will be applied on all credit card transactions, which is not greater than our cost of acceptance. No surcharge will be applied to payments made via ACH.



3650 West Market Street
 York, PA 17404
 Phone (717) 505-9701
 Fax (717) 430-2019
 www.theYGSgroup.com

To:

Borough of Mount Joy
 ,
 ATTN: Josh Deering

Quotation 26203795

Date 03/19/2026
Salesperson House

We are pleased to submit this estimate for your consideration.

Please Note: The paper estimated may not be available at the time an order is placed, and alternate paper may be necessary due to availability. There may be up-charges incurred with any changes to estimated paper, and schedule delays could be a result of paper availability.

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Stock 12mm PVC (Black) and 3/16" Clear Acrylic
Finished size 47.5" diameter base PVC layer
 Acrylic ship layer approximately 18 x 30
Description Two layer sign prints 5/0 (CMYK + white)
Preparation Caskey to create layers from file supplied.
Proofs PDF proof
Finishing Router-cut to shape, router engrave lettering on base layer, affix top to back layer with VHB tape, apply VHB foam tape to base back and add studs for installation
Delivery FOB : The YGS Group

Prices	Quantity	Price
	1	\$665.00

Additional Installation is additional = \$100.00

Respectfully submitted,

Quoted By: _____ **House** **Sign:** _____ **Date:** _____

Accepted By: _____ **Sign:** _____ **Date:** _____

This estimate is based on a normal production schedule at current material prices. If material prices fluctuate (e.g., paper), the quoted price will be adjusted to reflect the material prices at the time of the order. The estimated price is contingent upon inspection of supplied materials. Your acceptance of this estimate is our authorization to purchase paper for the project. Cancellation of this project after the paper is ordered will result in a charge for that paper. This estimate is valid for 30 days from the estimate date. **Effective March 16th, 2020, a 3% surcharge will be applied on all credit card transactions, which is not greater than our cost of acceptance. No surcharge will be applied to payments made via ACH.



Code Administrators

1862 Charter Lane Suite 101
Lancaster, PA 17601
T:717-859-3350 F:717-859-3363

March 24, 2026

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

Mr. Pugliese I,

The purpose of this letter is to provide Mount Joy Borough with a notice of intent to cease PA UCC services in the Borough on March 31, 2026.

Our office will complete all valid permits that were issued by our office in accordance with PA UCC Regulations 403.43 & 403.63.

A handwritten signature in blue ink. The signature starts with a large, stylized loop on the left side, followed by a long, horizontal stroke that tapers slightly to the right, and then a short, upward-curving stroke at the end.

Jason L. Stevens

President Emeritus

Cc: Brett Hamm

BOROUGH OF MOUNT JOY

Lancaster County, Pennsylvania

ORDINANCE NO. 01-2026

AN ORDINANCE TO AMEND THE MOUNT JOY BOROUGH CODE OF ORDINANCES, CHAPTER 255, VEHICLES AND TRAFFIC, TO RESTATE ARTICLE VI AND PROVIDE COMPREHENSIVE REGULATIONS FOR PEDALCYCLES, ELECTRIC BIKES, ELECTRIC SCOOTERS, ELECTRIC UNICYCLES AND TOY VEHICLES.

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 Mount Joy Borough Code of Ordinances, Chapter 255, Vehicles and Traffic, Article I, General Regulations, §255-1, Word Usage; Definitions, Subsection E, shall be amended to provide as follows:

E. Specific terms. As used in this chapter, the following terms shall have the meanings indicated:

BOROUGH -- The Borough of Mount Joy, Lancaster County, Pennsylvania.

BOROUGH COUNCIL -- The governing body of the Borough.

COMMERCIAL BUSINESS DISTRICT – The Commercial Business District as identified on the Official Zoning Map adopted pursuant to Chapter 270, Zoning, of the Code of Ordinances

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

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

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

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

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

PEDALCYCLE – A vehicle propelled solely by human-powered pedals, commonly referred to as a bicycle or bike. The term does not mean a three wheeled human powered pedal driven vehicle with a main driving wheel 20 inches in diameter or under and primarily designed for children six years of age or younger.

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

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

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

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

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

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

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

CLASS 4 - An electric motorcycle or moped, E-Bike, E-Scooter, or EU-Cycle that is equipped with motors exceeding 750 watts that may be used exclusively to propel the device, or that is capable of speeds more than 28 miles per hour, or that weighs more than 100 pounds.

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

VEHICLE CODE– Title 75 of the Pennsylvania Consolidated Statutes, 75 Pa. C.S. §101 et seq.

Section 2. The Mount Joy Borough Code of Ordinances, Chapter 255, Vehicles and Traffic, Article VI, Pedalcycles and Toy Vehicles, shall be deleted in its entirety and a new Article VI, Pedalcycles, E-Bikes, E-Scooters, EU-Cycles and Toy Vehicles shall be inserted which shall provide as follows:

Article VI

Pedalcycles, E-Bikes, E-Scooters, EU-Cycles and Toy Vehicles

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

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

§255-105. Pedalcycle and E-Bike license administration and procedures.

- A. Upon application in such form as Council may from time to time approve, the Chief of Police or his designee shall issue and transfer licenses under this article, upon receipt of the required fee. Each license shall be evidenced by a registration card and a numbered license plate. A license plate shall be issued upon each application, and it shall continue to be valid if the licensee holds the original registration card or a transfer registration card.

- (1) The license plate must be attached to the pedalcycle or E-Bike as hereinafter provided. The registration card shall be shown upon request of any police officer. If the operator does not have the registration card with him when requested to show it, he shall exhibit it to the police officer or to the Chief of Police or his designee within 48 hours thereafter.
 - (2) The Chief of Police or his designee shall keep an accurate record of the name and address of each person to whom a license is issued or transferred. He shall also keep a record of identification of each pedalcycle or E-Bike for which a license is in effect.
 - (3) All licenses shall continue in force and effect so long as the licensee holds the original registration card.
 - (4) The fee for each original transfer or replacement of a license shall be established from time to time by resolution by Borough Council.
- B. The licenses granted hereunder shall not be transferable from one person to another but may be transferred by any licensee from one pedalcycle or E-Bike to another upon application to the Chief of Police or his designee and payment of the required fee.
- C. The pedalcycle or E-Bike license shall be attached to the rear of the pedalcycle or E-Bike, at least 15 inches from the ground, and in such a manner as to be clearly visible from any position five feet to the rear of the pedalcycle or E-Bike.
- D. License holders shall promptly replace license plates which have been lost or disfigured to such an extent as to make the same illegible. Replacement license plates shall be obtained from the Chief of Police or his designee in the same manner as provided in this section for original plates, and an additional fee, as established from time to time by resolution of Borough Council, shall be paid for the replacement.
- E. No license transfer or replacement shall be granted to any person whose license has been suspended for violation of any of the provisions of this article during the time such suspension is in effect. No person whose license has been suspended shall operate any pedalcycle within the Borough during the period of such suspension.
- F. The Chief of Police or his designee shall properly account for, and pay over to the Borough Manager monthly, all fees received by him for the licenses or replacements as provided in this section.

§255-106. Operation of a pedalcycle.

- A. No one shall operate a pedalcycle upon any sidewalk within the Commercial Business District.

- B. A pedalcycle may be operated upon sidewalks other than those within the Commercial Business District; provided, however, the person operating said pedalcycle shall do so in a safe and responsible manner and shall always yield the right-of-way to pedestrians.
- C. No person shall operate a pedalcycle upon any private parking lot or other private property without the express consent of the owner or a responsible agent for such owner.
- D. No person shall carry more people than the pedalcycle is designed to carry.
- E. The operator of a pedalcycle is required to stop for pedestrians in crosswalks. The operator of a pedalcycle emerging from an alley, driveway or building shall yield the right-of-way to all pedestrians on the sidewalk and to all vehicles on the roadway.
- F. The operator of a pedalcycle shall not indulge in any abnormal or trick riding and shall keep at least one (1) hand on the handlebars at all times while in use.
- G. The operator of a pedalcycle shall not cling or hold on or be fastened to any other moving vehicle, nor tow or draw any sled, person on roller skates, toy vehicles or other similar vehicle.
- H. Notwithstanding any other provision of this article, a Borough police officer may operate a pedalcycle on any street or sidewalk within the Borough in the performance of such officer's duties.

§255-107. Operation of E-Bike, E-Scooter, EU-Cycle, or other vehicle

- A. No person shall operate an E-Bike, E-Scooter, EU-Cycle, Neighborhood Electric Vehicle or other vehicle regardless of class upon any Borough sidewalk.
- B. No person under the age of 16 years old shall be permitted to operate an E-Bike within Borough limits in accordance with the Vehicle Code, 75 Pa. CS. §3514.
- C. Persons operating a Class 4 electric motorcycle or moped shall obey all laws and regulations governing motor vehicles as defined in the Vehicle Code.
- D. No person shall carry more people than the E-Bike, E-Scooter, EU-Cycle, Neighborhood Electric Vehicle or other vehicle is designed to carry.
- E. The operator of an E-Bike, E-Scooter, EU-Cycle, Neighborhood Electric Vehicle, or other vehicle are required to stop for pedestrians in crosswalks.
- F. The operator of an E-Bike, E-Scooter, EU-Cycle, Neighborhood Electric Vehicle or other vehicle merging from an alleyway or driveway shall yield the right of way to all pedestrians or bicyclists approaching on the sidewalk of sidewalk area. Upon entering the roadway, the user shall yield the right-of-way to all vehicles approaching on the roadway.

- G. The operator of an E-Bike shall not indulge in any abnormal or trick riding and shall keep at least one (1) hand on the handlebars at all times while in use.
- H. The operator of an E-Bike, E-Scooter, EU-Cycle, Neighborhood Electric Vehicle, or other vehicle shall not cling or hold on or be fastened to any other moving vehicle, nor tow or draw any sled, person on roller skates, toy vehicles or other similar vehicle.
- I. In areas where a bicycle lane has been established on a roadway, all Class 1, 2 and 3 E-Bikes, E-Scooters or EU-Cycles shall utilize this lane and shall ride no more than two abreast.
- J. Class 4 electric motorcycles, mopeds or vehicles shall only use those lanes or designated areas specified for motor vehicles as defined in the Vehicle Code and are prohibited from utilizing designated pedalcycle lanes.
- K. E-Bikes, E-Scooters, EU-Cycles, Neighborhood Electric Vehicle or other vehicles in use at nighttime shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least five hundred (500) feet to the front with a lamp emitting a red light visible from five hundred (500) feet to the rear.
- L. E-Bikes, E-Scooters, EU-Cycles, Neighborhood Electric Vehicle or other vehicles shall be equipped with a bell or other audible signal for the purpose of overtaking and passing any pedestrians, bicycles or other E-Bikes, E-Scooters, EU-Cycles, Neighborhood Electric Vehicle or other vehicles.
- M. E-Bikes, E-Scooters, EU-Cycles, Neighborhood Electric Vehicle or other vehicles may be deemed abandoned if they have been left parked or unattended at the same location for a period of three consecutive days or more.

§255-108. Operation of roller vehicles.

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

§255-109. Sledding restricted.

It shall be unlawful for any person to coast upon any sled or similar conveyance upon any sidewalk in the Borough or upon any street or alley in the Borough.

§255-110. Enforcement.

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

§255-111. Violations and penalties.

A. Roller vehicle operation.

- (1) First offense. The roller vehicle shall be impounded by the Police Department for a period not to exceed 15 days. The roller vehicle shall be picked up by the parent/guardian for violators under the age of 18 and for those violators who are unable to produce adequate proof of identification. A warning notice shall be sent to the violator, with a copy kept on file at the Police Department.
- (2) Second offense. The roller vehicle shall be impounded by the Police Department for a period not to exceed 15 days. The roller vehicle shall be picked up by the parent/guardian for violators under the age of 18 and for those violators who are unable to produce adequate proof of identification. A notice shall be issued at the time of pickup to reflect a second violation. The notice shall contain instructions to the violator of this section that if he will report to the office of the Chief of Police and pay the sum of \$10 within 48 hours after the time of the notice, that act will save the violator from prosecution and from the payment of fines and costs prescribed in §255-111.A (3) with said prosecution.
- (3) Third and subsequent offense. The roller vehicle shall be impounded by the Police Department for a period not to exceed 15 days. The roller vehicle shall be picked up by the parent/guardian for the violators under the age of 18 and for those violators who are unable to produce adequate proof of identification. A non-traffic citation shall be filed for a violation of this article, and, upon conviction of a violation of §255-107, the violator shall be directed to pay a fine of not less than \$25 nor more than \$1,000 and costs, including the Borough's reasonable attorneys' fees.

- B. Pedalcycle operation. Any person who violates any provision of this article shall, upon conviction relating to operation of a pedalcycle, be sentenced to pay a fine of not less than \$25 nor more than \$1,000 and costs; including the Borough's reasonable attorneys' fees, provided, however, that it shall be the duty of the police officers of the Borough to report to the appropriate official all violations of any provision of §255-106 above, indicating, in each case, the section violated; the license number of the pedalcycle involved in the

violation if a pedalcycle is involved; the location where the violation took place; and any other facts that might be necessary to secure a clear understanding of the circumstances attending the violation. The police officer shall also hand to the operator of said pedalcycle a notice stating that the pedalcycle was operated in violation of § 255-106 above. The notice shall contain instructions to the operator of the pedalcycle that if he will report to the office of the Chief of Police and pay the sum of \$10 within 48 hours after the time of the notice, or if he will place the sum of \$10 within the envelope provided and deposit said envelope in any of the special fine boxes which may be installed at various locations within the Borough, that act will save the violator from prosecution and from the payment of the fine and costs prescribed in the first sentence of this section.

- C. E-Bike, E-Scooter, EU-Cycle or Neighborhood Electric Vehicle operation. Any person who violates any provision of this article shall, upon conviction relating to operation of an E-Bike, E-Scooter, EU-Cycle or Neighborhood Electric Vehicle, be sentenced to pay a fine of not less than \$50 nor more than \$1,000 and costs, including the Borough's reasonable attorneys' fees; provided, however, that it shall be the duty of the police officers of the Borough to report to the appropriate official all violations of any provision of §255-107 above, indicating, in each case, the section violated; the license number of the E-Bike, E-Scooter, EU-Cycle or Neighborhood Electric Vehicle involved in the violation if an E-Bike, E-Scooter, EU-Cycle, Neighborhood Electric Vehicle is involved; the location where the violation took place; and any other facts that might be necessary in order to secure a clear understanding of the circumstances attending the violation. The police officer shall also hand to the operator of said E-Bike, E-Scooter, EU-Cycle or Neighborhood Electric Vehicle a notice stating the E-Bike, E-Scooter, EU-Cycle or Neighborhood Electric Vehicle was operated in violation of §255-107 above. The notice shall contain instructions to the operator of the E-Bike, E-Scooter, EU-Cycle or Neighborhood Electric Vehicle that if he will report to the office of the Chief of Police and pay the sum of \$10 within 48 hours after the time of the notice, or if he will place the sum of \$10 within the envelope provided and deposit said envelope in any of the special fine boxes which may be installed at various locations within the Borough, that act will save the violator from prosecution and from the payment of the fine and costs prescribed in the first sentence of this section.
- D. Other violations. Any person who violates any other provision of this article shall, upon conviction, be sentenced to pay a fine of not less than \$25 or more than \$1,000 and costs, including the Borough's reasonable attorneys' fees.

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

Section 3. All other sections, parts and provisions of the Code of Ordinances of Mount Joy Borough shall remain in full force and effect as previously enacted and amended.

Section 4. 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 5. 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 _____, 2026, 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 _____, 2026.

By: _____
Mayor

Notice is hereby given that Mount Joy Borough Council at its meeting on Monday, April 6, 2026, at 7:00 p.m., at the Mount Joy Borough Municipal Building, 21 East Main Street, Mount Joy, Pennsylvania, shall consider, and, if appropriate, at that meeting or a subsequent meeting within 60 days of the date of publication of this advertisement, shall enact an ordinance, the caption of which is as follows:

AN ORDINANCE TO AMEND THE MOUNT JOY BOROUGH CODE OF ORDINANCES, CHAPTER 255, VEHICLES AND TRAFFIC, TO RESTATE ARTICLE VI AND PROVIDE COMPREHENSIVE REGULATIONS FOR PEDALCYCLES, ELECTRIC BIKES, ELECTRIC SCOOTERS, ELECTRIC UNICYCLES AND TOY VEHICLES.

The proposed ordinance may be summarized as follows. Section 1 amends Chapter 255, Vehicles and Traffic, of the Code of Ordinances to add and revise definitions. Section 2 amends Chapter 255 to restate Article VI, Pedalcycles, E-Bikes, E-Scooters, EU-Cycles and Toy Vehicles which contains requirements for licensing, operation of pedalcycles, operation of e-bikes, e-scooters, EU-cycles, neighborhood electric vehicles, and other vehicles, operation of roller vehicles, prohibition of sledding on sidewalks, and enforcement and penalty provisions. Sections 3 – 5 reaffirm all other parts and provisions of the Code of Ordinances, provide for severability of any invalid provisions, and set forth the effective date. A copy may be examined without charge at the offices of this newspaper and at the Mount Joy Borough Municipal Building, 21 East Main Street, Mount Joy, Pennsylvania, Mondays through Fridays from 7:00 a.m. until 4:00 p.m. A copy may be obtained for the cost of reproduction at the Mount Joy Borough Municipal Building during the above hours.

MORGAN, HALLGREN, CROSSWELL &
KANE, P.C.
Mount Joy Borough Solicitor

Chapter 189

MOBILE FOOD FACILITIES

Article I

Licensing

- § 189-1 Definitions.
- § 189-2 License Required
- § 189-3 Application for License; Suspension or Revocation.
- § 189-4 Nontransferability.
- § 189-5 Inspections Authorized.
- § 189-6 Term of License; Display Requirements.
- § 189-7 Separate Applications Required.
- § 189-8 Renewal of License
- § 189-9 Operations.
- § 189-10 Severability.
- § 189-11 Violations and Penalties.
- § 189-12 Enforcement.
- § 189-13 Through § 189-30. (Reserved)

§ 189-1. Definitions.

ALCOHOLIC BEVERAGE — Means beer, distilled spirits and wine containing one-half of one percent or more of alcohol by volume. Beer includes, but is not limited to, ale, lager, porter, stout, sake, and other similar fermented beverages brewed or produced from malt, wholly or in part or from any substitute therefor. Distilled spirits include alcohol, ethanol or spirits or wine in any form, including all dilutions and mixtures thereof from whatever process produced.

MOBILE FOOD FACILITY — A mobile truck, cart, trailer or other vehicle from which food or beverage is distributed or sold.

MOBILE ICE CREAM VENDOR- A mobile truck, cart, trailer or other vehicle from which an itinerant vendor sells pre-packaged or soft-serve ice cream, frozen desserts, and novelties intended for immediate consumption.

SPECIAL EVENT — A one-time or infrequently (one per month maximum) occurring event outside normal programs or activities of the sponsoring or organizing body. A special event provides guests with a leisure, social or cultural experience outside the normal range of choices. Special events may include but are not limited to municipal festivals, school district events, and events of non-profit organizations, ~~and public block parties~~. Week-long carnivals, private events that are not open to the public, yard sales and block parties are not considered special events.

§ 189-2. License Required.

- A. It shall be unlawful for any individual or entity to operate a mobile food facility upon any street, alley, sidewalk or public place or open cartway in Mount Joy Borough without first obtaining a license as provided herein and any other licenses or permits that may be required by other applicable state or county law.
- B. Operation of Mobile Food Facilities on private property are subject to the provisions contained within the Mount Joy Borough Codified Ordinances, Chapter 270 Zoning.

§ 189-3. Application for License; Suspension or Revocation.

- A. Every individual desiring to operate mobile food facilities must obtain a license from the Mount Joy Borough Police Department. The license fee shall be established by resolution or ordinance of the Mount Joy Borough Council for each period for which the license is valid as set forth in this Chapter.
- B. To obtain a license, individuals must complete a written application, which shall contain such information as is reasonably required by the Mount Joy Borough Police Department, shall pay a license fee as set by resolution of the Mount Joy Borough Council, and shall permit the Mount Joy Borough Police Department to photograph the individual(s) for the purpose of identification, and to display the photo(s), name(s), and organization(s) on all Mount Joy Borough controlled social media platforms for the public to reference.
- C. Applicants must, at their own expense, provide a completed criminal records check from the state in which they reside, dated within 30 days of the date of application for the mobile food facility license.
- D. Applicants must, at their own expense, provide a certified copy of their driving record, along with a copy of their driver's license from the state in which they reside, dated within 30 days of application for the mobile food facility permit. Additionally, the applicant must provide:
 - 1. Current copy of registration card for the vehicle to be used as a mobile food facility.
 - 2. Proof of insurance for the vehicle to be used as a mobile food facility.
 - 3. Photograph(s) of the vehicle to be used as a mobile food facility.
 - 4. Copy of **valid ServSafe certifications or comparable food handling training certificates.**
- E. Following the completion of such application, the Mount Joy Borough Police Department shall have ten days to investigate the applicant and to grant or deny the license.

- F. The Chief of Police of Mount Joy Borough, or his authorized Designee, may refuse to issue a license in cases where an investigation discloses a criminal record or any false or misleading statement on the application. An appeal on the refusal to issue a license shall be made within five (5) days to the Zoning Hearing Board of Mount Joy Borough by filing written notice of the appeal with the Secretary or the Borough Manager. The Zoning Hearing Board shall thereafter hold a hearing and render a decision on the refusal to issue a license pursuant to the provisions of the Local Agency Law, 2 Pa.C.S.A. §§ 551 et seq. and 751 et seq.
- G. The Chief of Police, or his authorized Designee, is hereby authorized to suspend or revoke any license issued under this article when he deems such suspension or revocation to be in the interest of the public health, safety ~~or morals~~ or for the violation of any of the provisions of this article or for giving false information upon any application for a license. Appeals from any suspension or revocation may be made in the manner outlined in Subsection F of this section.
- H. The Chief of Police, or his authorized Designee, is hereby authorized to deny any license to any individual, firm or corporation that fails to comply with any provisions of this article or attempts to operate without first obtaining a license. Any individual, firm or corporation that has been previously cited for violations of this title will be permanently barred from operating within the Borough of Mount Joy. Appeals from any permanent ban may be made in the manner outlined in Subsection F of this section.

§ 189-4. Nontransferability.

- A. No license issued under this article shall be transferable from one person to another, or a mobile food facility to another.

§ 189-5. Inspections Authorized.

- A. Mobile food facilities may be inspected, and food or beverage examined, by licensor as often as may be necessary for cleanliness, sanitation and freedom from adulteration.
- B. If an inspector finds on the premises of any licensed mobile food facility any violation of any applicable rule or regulation of the Borough of Mount Joy or the Commonwealth of Pennsylvania, the Chief of Police or his Designee shall serve upon the proprietor of such mobile food facility notice setting forth the violation and directing that it be corrected within ten (10) days. If the proprietor fails to correct any such violation within the time prescribed, the Chief of Police or his designee may revoke or suspend the license of the mobile food facility until such time as it is brought into full compliance with all applicable rules and regulations.
- C. Mobile food facility proprietors who provide proof of a current Pennsylvania Department of Agriculture license to operate a mobile food facility may be exempt from inspection by the Chief of

Police. All mobile food facilities are subject to a food and beverage license fee.

§ 189-6. Term of License; Display Requirements.

- A. The license shall be dated and signed by the Chief of Police, or his authorized Designee, and shall be valid for the period of time desired by the applicant, not to exceed 30 days. The license shall be in the individual's possession and shall be prominently displayed at all times while engaged in sales, and shall be presented to any police officer, resident or concerned citizen for inspection upon request.
- B. Mobile Ice Cream Vendors shall be permitted to apply for a one-time seasonal permit not to exceed ninety (90) days in duration in any calendar year.

§ 189-7. Separate Applications Required.

- A. A separate application shall be filed by each person who shall actually conduct the operation of the mobile food facility and work therein. This requirement shall apply where an employer desires to secure licenses for his employees, agents or servants.

§ 189-8. Renewal of License.

- A. The license granted pursuant to this article shall be valid for 30 days after the date such license is issued, and, upon the expiration of any license, if the person holding the same shall desire to continue, the individual or firm or corporation shall be required to **file a new application for a license.**

§ 189-9. Operations.

Mobile food facilities operating within Mount Joy Borough must comply with the following requirements:

- A. Mobile food facilities operating at special events only are exempt from § 189.8 Renewal of License.
- B. Mobile ice cream vendors may solicit dawn until dusk, and on Saturdays from 9:00 a.m. to dusk. Sunday sales are prohibited. Mobile ice cream vendors are prohibited from high traffic roadways.
- C. Mobile food facilities are required to obtain a parking permit, depending on location desired.
- D. Only events approved by the Council of Mount Joy Borough may take place on public streets of the Borough of Mount Joy. ~~with the exception of neighborhood block parties.~~ Block parties or neighborhood yard sales wishing to host mobile food facilities, must be approved by the Borough Council and may not be held within 300 feet of a restaurant, membership club (or) tavern, as defined in § 270-32 of the Borough Code.
- E. If a mobile food facility operates at a special event on a public street of the Borough of Mount Joy, the proprietor must provide a certificate of liability insurance for the special event, naming the

Borough of Mount Joy as an Additional Insured, with \$1,000,000 coverage for auto liability and \$2,000,000 coverage for general liability.

- F. Any alcohol sales from a mobile food facility must comply with all Pennsylvania Liquor Control Board regulations and be approved by the Borough of Mount Joy. Mobile food facilities selling alcoholic beverages are considered especially hazardous and will be assessed an additional fee that must be paid in advance to offset the cost of law enforcement coverage during the special event.
- G. Mobile food facilities at carnivals and other events, not meeting the definition of special events as defined in § 189-1 hereof, may be temporarily permitted to operate and excepted from the regulations under this chapter by the Borough Council, upon written request.

§ 189-10. Severability.

If any section, subsection, provision, regulation, limitation, restriction, sentence, clause, phrase or word in this chapter is declared by any reason to be illegal, unconstitutional or invalid by any court of competent jurisdiction, such decision shall not affect or impair the validity of this chapter or Chapter 189 of the Mount Joy Borough Code as a whole, or any other section, subsection, provision, regulation, limitation, restriction, sentence, clause, phrase, word or remaining portion of this chapter or other chapter of the Mount Joy Borough Code. Borough Council hereby declares that it would have adopted this chapter and each section, subsection, phrase and word thereof, irrespective of the fact that any one or more of those sections, subsections, provisions, regulations, limitations, restrictions, sentences, clauses, phrases or words may be declared illegal, unconstitutional or invalid.

§ 189-11. Violations and Penalties.

Any person, firm or corporation who shall violate any provision of this article or permit violation shall, upon conviction thereof, be sentenced to pay a fine of not more than \$1,000, plus costs of prosecution for each and every offense and, in default of payment of said fine and costs, to imprisonment for not more than 30 days for each offense. Each day that a violation of this article continues shall constitute a separate offense. Any subsequent violation following the first conviction will result in the mobile food facility being subject to immediate towing and impoundment, with the violator being solely responsible for all towing and storage fees incurred in addition to any fine levied.

§ 189-12. Enforcement.

The provisions of this chapter shall be enforced by the Mount Joy Borough Police Department, or any official designated, in writing, by the Borough Manager.

§ 189-13 through § 189-30. (Reserved)

February 19, 2

Kinsley Construction, LLC
 1110 East Princess Street
 PO Box 2886
 York, PA 17405

ITEM	DESCRIPTION	QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization and Demobilization	1	LS	\$11,800.50	\$11,800.50
2	Traffic Control	1	LS	\$18,475.00	\$18,475.00
3	Milling - profile mill full width, up to 2" depth	16635	SY	\$1.85	\$30,774.75
4	Milling - mill full width, up to 11" depth	475	SY	\$16.00	\$7,600.00
5	Furnish and place 6" PA 2A subbase, complete in place	145	TON	\$46.00	\$6,670.00
6	Base Repair: Sawcut, excavate 4" depth, remove material, place 4" depth, Superpave Asphalt Mixture Design Binder Course, 25 mm, PG 64S-22, 0.3 to 30 million ESALS, complete in place	275	SY	\$32.50	\$8,937.50
7	Base Repair Subbase: Excavate 8" depth, furnish and place 8" PA 2A subbase, complete in place	195	SY	\$32.00	\$6,240.00
8	Paving Fabric, complete in place	16635	SY	\$3.25	\$54,063.75
9	Superpave Asphalt Mixture Design Binder Course, 25 mm, PG 64S-22, 0.3 to 30 million ESALS, 3" depth, complete in place	95	TON	\$108.00	\$10,260.00

10	Superpave Asphalt Mixture Design Leveling Course, PG 64S-22, 0.3 to 3.0 Million ESALs, 9.5 mm, SRL-L, complete in place	795	TON	\$100.00	\$79,500.00
11	Superpave Asphalt Mixture Design Wearing Course, PG 64S-22, 0.3 to 3.0 Million ESALs, 9.5 mm, 1.5" depth, SRL-M, complete in place	1620	TON	\$97.00	\$157,140.00
12	Thermoplastic White Crosswalk Line, 6" line width, complete in place	432	LF	\$4.00	\$1,728.00
13	Thermoplastic Stop Bar - 24" Line Width, complete in place	33	LF	\$15.50	\$511.50
14	Double yellow painted lines, 4" line width, complete in-place	310	LF	\$3.35	\$1,038.50
15	Thermoplastic Speed Table Pavement Markings, 12" line width	208	LF	\$9.25	\$1,924.00
16	Traffic Sign - W17-1 and W13-1P, complete in place	45	SF	\$52.50	\$2,362.50
17	Manhole frame and cover replacement - saw cut, excavate to existing manhole cone section, remove existing frame, cover and adjustments, provided concrete grade adjustment rings, install new frame and cover, place PA 2A subbase, up to 10" depth, Superpave Asphalt Mix Binder Course, 25mm, PG 64S-22, 0.3 to < 30 Million ESALs, 8" depth	20	EA	\$2,100.00	\$42,000.00
18	Water valve box adjustment - saw cut, excavate, provided valve box extension, Superpave Asphalt Mix Binder Course, 25mm, PG 64S-22, 0.3 to < 30 Million ESALs in excavated area	34	EA	\$35.00	\$1,190.00

19 ADA Curb Ramp 185 LF \$74.00 \$13,890

20	ADA Curb Ramp - Concrete sidewalk including removal of existing curb & and walking surface (curb) with lift in place.	680	SY	\$18.50	\$12,580.00
21	ADA Curb Ramp - Detectable warning surface (DWS), complete in place.	60	SY	\$58.00	\$3,520.00
22	ADA Curb Ramp - Topcoat, seal, & finish, complete in place.	5	SY	\$180.00	\$900.00
23	ADA Curb Ramp - Borough Paved with Restoration 16" depth - W/7A subbase, 5" depth Superbase Asphalt Mixture Design Borden along RWY side complete in place.	21	SY	\$150.00	\$3,150.00
24	Removal of existing 18" CVP for the abandoned, including excavation, removal of existing 16" depth concrete backfill, pavement restoration Superbase Asphalt Mixture Design 25mm, PG 64S 22.3B, 110 - 30 Million ESAs, 4" depth, complete in place.	26	SY	\$220.00	\$6,160.00

25	24" HDPE, including excavation, removal of existing inlets, full depth stone backfill, and pavement restoration - Superpave Asphalt Mix Binder Course, 25mm, PG 64S-22, 0.3 to < 30 Million ESALs, 4" depth, complete in place	59	LF	\$328.00	\$19,352.00
26	30" HDPE, including excavation, removal of existing inlets, full depth stone backfill, and pavement restoration - Superpave Asphalt Mix Binder Course, 25mm, PG 64S-22, 0.3 to < 30 Million ESALs, 4" depth, complete in place	68	LF	\$290.00	\$19,720.00
27	Type M Inlet, including excavation, full depth stone backfill, pavement restoration - Superpave Asphalt Mix Binder Course, 25mm, PG 64S-22, 0.3 to < 30 Million ESALs, 4" depth, complete in place	2	EA	\$6,050.00	\$12,100.00
28	Type C Inlet, including excavation, removal of existing inlets, full depth stone backfill, pavement restoration - Superpave Asphalt Mix Binder Course, 25mm, PG 64S-22, 0.3 to < 30 Million ESALs, 4" depth, complete in place	5	EA	\$6,000.00	\$30,000.00
TOTAL BID					\$563,388.00

SW - \$57,332

36,612

\$93,944



3020 Columbia Avenue, Lancaster, PA 17603
E-mail: rettetw@rettetw.com • Web site: rettetw.com

We answer to you.

Phone: (800) 738-8395

MEMORANDUM

TO: Mount Joy Borough Council
FROM: Mike Knouse, PE
COPY:
DATE: February 19, 2026
PROJECT NAME: 2026 Roadway Project **PROJECT NO.:** 029613000
SUBJECT: Contract 1 - Paving -Bid Results and Recommendation

We have reviewed the construction bids for the 2026 Roadway Projects that were received on February 19, 2026. We received eleven bids for Contract 1 – Paving. Attached you will find a bid tabulation of the solicitation and a summary of the bid totals. We have also reviewed the documents submitted as part of the bids and find them to be in accordance with the requirements.

Contract 1 – Paving

Based on our review, the lowest responsible bidder for Contract 1 – Paving is Kinsley Construction, LLC. with a bid \$563,388.00. We recommend awarding Contract 1 to Kinsley Construction, LLC.

If you have any questions, please contact me.

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2025 ROADWAY PROJECT - CONTRACT 1 - PAVING
MOUNT JOY BOROUGH, LANCASTER COUNTY
PROJECT NO. 029613000
PROJECT MANAGER: MIKE KNOUSE



February 19, 2026

ITEM	DESCRIPTION	QTY	UNIT	Dunn & Co. Inc.		H&H Corp. Inc.		T&T Corp. Inc.		Penny Supply Inc.		Advanced Enterprises, Inc.		Oliver Stone, L.P.		New Enterprise Stone & Lime Co., Inc.		Siskin Paving & Excavating, Inc.		Jung's Asphalt, Inc.		Gardner Brothers, Inc.		
				PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE
1	1/2" Hot Mix Asphalt	1	LS	511.80	511.80	511.80	511.80	511.80	511.80	511.80	511.80	511.80	511.80	511.80	511.80	511.80	511.80	511.80	511.80	511.80	511.80	511.80	511.80	511.80
2	1/2" Cold Mix Asphalt	1	LS	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
3	1/2" Gravel	1	LS	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
4	1/2" Gravel	1	LS	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
5	1/2" Gravel	1	LS	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
6	1/2" Gravel	1	LS	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
7	1/2" Gravel	1	LS	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
8	1/2" Gravel	1	LS	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
9	1/2" Gravel	1	LS	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
10	1/2" Gravel	1	LS	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
11	1/2" Gravel	1	LS	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
12	1/2" Gravel	1	LS	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
13	1/2" Gravel	1	LS	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
14	1/2" Gravel	1	LS	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
15	1/2" Gravel	1	LS	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
16	1/2" Gravel	1	LS	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
17	1/2" Gravel	1	LS	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
18	1/2" Gravel	1	LS	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
19	1/2" Gravel	1	LS	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
20	1/2" Gravel	1	LS	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
21	1/2" Gravel	1	LS	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
22	1/2" Gravel	1	LS	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
23	1/2" Gravel	1	LS	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
24	1/2" Gravel	1	LS	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00

4" HDPE, including excavation, removal of existing pipes, full depth stone backfill and concrete encasement. Support pipe depth 180" below ground, 20' dia. 10' x 10' HDPE pipe, 4" depth, concrete encasement.	50	12	5379.00	519,337.00	5275.00	517,400.00	536.17	511,000.00	5149.00	518,020.00	10,000.00	510,000.00	5375.00	515,000.00	5333.00	518,000.00	5333.47	510,000.00	5299.00	511,200.00	5292.00	511,200.00	5174.00	5039.00
10" HDPE, including excavation, removal of existing pipes, full depth stone backfill and concrete encasement. Support pipe depth 180" below ground, 20' dia. 10' x 10' HDPE pipe, 4" depth, concrete encasement.	50	12	5379.00	519,337.00	5275.00	517,400.00	536.17	511,000.00	5149.00	518,020.00	10,000.00	510,000.00	5375.00	515,000.00	5333.00	518,000.00	5333.47	510,000.00	5299.00	511,200.00	5292.00	511,200.00	5174.00	5039.00
Type B pipe, including excavation, full depth stone backfill, concrete encasement. Support pipe depth 180" below ground, 20' dia. 10' x 10' HDPE pipe, 4" depth, concrete encasement.	2	16	36,056.00	1,121,000.00	51,720.00	57,480.00	1,7,668.19	3,15,328.19	55,000.00	1,10,000.00	11,000.00	15,717.12	16,762.00	111,300.00	53,300.00	53,300.00	57,438.25	110,100.00	55,650.00	511,000.00	16,700.00	513,000.00	10,000.00	510,000.00
Type C pipe, including excavation, removal of existing pipes, full depth stone backfill, concrete encasement. Support pipe depth 180" below ground, 20' dia. 10' x 10' HDPE pipe, 4" depth, concrete encasement.	18	68	56,000.00	1,130,000.00	64,100.00	51,100.00	56,000.00	510,000.00	55,000.00	570,000.00	51,111.31	515,507.55	11,000.00	510,000.00	54,000.00	511,000.00	57,438.25	110,100.00	55,650.00	511,000.00	16,700.00	513,000.00	10,000.00	510,000.00
TOTAL BID				558,384.00		648,676.00		1,615,376.00		642,100.00		1,615,376.00		642,100.00		642,100.00		1,615,376.00		642,100.00		1,615,376.00		642,100.00

April 2026



Sun	Mon	Tue	Wed	Thu	Fri	Sat
5 	6 Council 7 PM	7 WOODY WASTE PICK-UP	8 Plan. Com. 6:30 PM	9	10  OFFICE CLOSED	11
12	13 Public Works 6:30 PM	14	15	16	17	18
19	20 Building Ad Hoc 5:30PM	21 Authority 4 PM	22 ZHB 7 PM	23 Admin / Finance 6:30 PM	24	25
26	27 Public Safety 6:30 PM	28 Parks & Rec 5:30 PM	29 WOODY WASTE PICK-UP	30 WHITE GOODS PICK-UP		