

LEO S. LUTZ Mayor HEATHER ZINK Borough Council President Borough Manager

COLUMBIA BOROUGH COUNCIL – REGULAR MEETING

NOVEMBER 10, 2022 | 7:00 PM

FINAL AGENDA

This meeting will be live streamed to the borough's Facebook page as a convenience and is not meant to replace in-person participation in the meeting.

- 1. Call to Order and Roll Call
- 2. Invocation/Moment of Silence
- 3. Pledge to the Flag
- 4. Announcement of Executive and Information Session(s)
- Additions, deletions, and reorganization of agenda

 Consider approval of Agenda
- 6. Citizen Comments (Non Agenda Items Only 5 Minute time limit per person)

Civility and Decorum: Borough officials and members of the public are expected to conduct themselves with civility and to accord each other a measure of dignity and respect. Shouting, foul language, personal insults, threats, and attacks or any conduct that disrupts the flow of business is out of order.

- 7. Minutes for Approval
 - a. Consider approval of the Borough Council Meeting Minutes for October 20, 2022
 - b. Consider approval of the Borough Council Meeting Minutes for October 25, 2022
 - c. Consider approval of the Borough Council Meeting Minutes for November 1, 2022
- 8. Presentation and Acceptance of Reports
 - a. Community Development Eric Kauffman
 - I) Acknowledge receipt of the Zoning and Planning report for October 2022
 - b. Public Works & Property Peter Stahl
 - I) Acknowledge receipt of Public Works and Property Report October2022
 - c. Safety– Todd Burgard
 - I) Acknowledge receipt of the Public Safety Reports for: Penn State Health Life Lion for October 2022, Columbia Borough Police Department, and Columbia Borough Fire Department
 - II) Acknowledge receipt of the Codes Compliance Report for October 2022
 - III) Acknowledge receipt of the EMOC Report for October 2022
- 9. Presentations
 - a. Presentation by Christine Arnold on TNR Program

10. Lutz/Chief Brommer

For public comment on items on the agenda, there will be a 3-minute time limit per person per topic). All discussions on agenda items that go over 15 minutes will be tabled to the next available work session.

- 11. Old Business:
 - a. Authorization to pay bills
 - b. Consider Resolution 2022-43 authorizing the purchase of 700 Franklin Street for \$229,900 and authorizing the Borough Manager to represent the Borough for the purchase of this property
 - c. Council Discussion Ordinance changes related to feeding/harboring feral animals.
- 12. New Business:
 - a. Consider approval for the Columbia Masonic Lodge No. 286 to host the annual Santa Parade on Saturday, November 26, 2021, beginning at 8:30am.
 - b. Consider request by the Merchants Association of Columbia to install "Gifts on Locust" within the public right-of-way in the Borough.
 - c. Consider authorizing staff to enter into an agreement with ECS Mid-Atlantic, LLC for supplemental Geotechnical Engineering services to support ELA and the development of their stormwater management plan for the McGinness Innovation Park development.
 - d. Consider Resolution 22-42 Appointment of Joanne Price to the Columbia Borough Police Pension Board
- 13. Staff Reports, Comments, and Announcements
 - a. Solicitor
 - b. Borough Engineer
 - c. Secretary/Treasurer
 - d. Boards, Commissions and Committees
 - I) Upcoming Meetings: Planning Commission (11/15/2022) Columbia River Park Advisory and Revitalization (11/17/2022)
 - II) Approved LASA Board Minutes September 2022
 - III) Approved Minutes HARB (9/14/2022)
- 14. Borough Council Comments
 - a. Council Members
- 15. Announcement of Next Meeting. At 700 PM on November 22, 2022 Council will hold a regular meeting
- 16. Adjournment

If you are a person with a disability wishing to attend this meeting and require an accommodation to participate in the meeting, please contact the Columbia Borough Office at (717) 684-2467 at least 24 hours prior to the meeting.

COLUMBIA BOROUGH COUNCIL – BUDGET WORK SESSION

Paul W. Myers Council Chamber, 308 Locust Street, Columbia October 20, 2022 | 7:00 PM

MINUTES

1. Council President Zink called the meeting to order at 7:02pm.

Councilpersons present:	Zink, Kauffman, Price, Lintner, Burgard, Fisher and Stahl. Mayor Lutz was absent.
Staff Present:	Codes Manager Diffenderfer, Public Works Manager Graham, Finance Manager Bennett, Facilities Manager Affeld, and Market Manager Vera, Police Chief Brommer

- 2. A moment of silent reflection led by President Zink
- 3. Councilperson Burgard led The Pledge to the Flag
- 4. Announcement of Executive and Information Session(s)- None
- 5. Additions, deletions, and reorganization of agenda
 - a. Motion to approve agenda

Motion by:	Second by:	Voice Vote:
E. Kauffman	P. Stahl	All Favored – Motion Carried

- 6. Citizen Comments (Non Agenda Items Only 5 Minute time limit per person)
- 7. Mayor Lutz/Chief Brommer-
- 8. Workshop Items:
 - a. Review and discussion on the 2023 Budget ALL Funds

Draft copies for the General Fund (F01), Capital Fund (F18), ARPA Fund (F21), Bond Capital Fund (G30), and Liquid Fuel Fund (F35) were provided to council and the public in the meeting packet prior to meeting. Draft copies were also displayed for viewing at the meeting. Each fund was reviewed and discussed. Public was invited to ask questions and comment. Staff directives include: Finance Manager Bennett research Movies in the Park and where funding is drawn from; and Borough Manager Stivers reach out to Fire Department and invite them to a future budget meeting and research PSAB's (PA State Association of Boroughs) financial consultation program.

- 9. Borough Council Comments
 - a. Council Members:
 - Councilperson Lintner gave an update on the CCAT program and thanked ORCA (Organization for the Responsible Care of Animals) for assisting in a recent incident with a badly wounded cat.
- 10. Announcement of Next Meeting. At 7:00 PM on October 25, 2022, Council will hold a regularly scheduled meeting.

11. Motion to adjourn at 9:30 PM.

Motion by:	Second by:	Voice Vote:
E. Kauffman	P. Stahl	All Favored – Motion Carried

MOTIONED AND APPROVED this 10th day of November 2022, by the Borough Council of the Borough of Columbia, Lancaster County, Pennsylvania, in lawful session duly assembled.

BOROUGH OF COLUMBIA, LANCASTER COUNTY, PENNSYLVANIA By:

Heather Zink, Council President

ATTEST:

Mark E. Stivers, Secretary/Treasurer

COLUMBIA BOROUGH COUNCIL – REGULAR MEETING

October 25, 2022 | 7:00 PM Paul W. Myers Council Chambers

MINUTES

1. Council President Zink called the meeting to order at 7:00 PM.

Councilpersons present:	Burgard, Fisher, Kauffman, Lintner, Price, Stahl, and Zink. Mayor Lutz was also present.
Staff Present:	Finance Manager Bennett, Borough Manager Stivers, Public

- Finance Manager Bennett, Borough Manager Stivers, Public Works Manager Graham, Facility Service Coordinator Affeld, Market Manager Vera, Planning & Zoning Manager Cino and Chief Brommer. Solicitor Gabel was also present.
- 2. A moment of silence was observed.
- 3. Council Person Fisher led the pledge to the flag
- 4. Announcement of Executive and Information Session (s) None
- 5. Additions, deletions, and reorganization of agenda.

Council President Zink removed agenda item 9 a from the agenda

a. Motion to approve the re organized agenda.

Motion by:	Second by:	Voice Vote:
E. Kauffman	P. Stahl	All Favored – Motion Carried

- 6. Citizen Comments Non-Agenda Items Only
- 7. Minutes for Approval
 - a. Motion to approve the Borough Council Meeting Minutes for October 11, 2022.

Motion by:	Second by:	Voice Vote:
E. Kauffman	P. Stahl	All Favored – Motion Carried

- 8. Presentation & Acceptance of Reports
 - a. Community Development– Eric Kauffman
 - I) Report of the Columbia Market House for October 2022
 - II) Chris Vera

Market Manager Vera provided Council with an update on recent events in the Market House and possible new vendors

b. Finance – Heather Zink

I) Acknowledge Finance Report - September 2022

- c. Personnel Joanne Price
 - I) Acknowledge resignation of Jordon Corbin from the position of Community Safety Officer
- 9. Presentations
- 10. Mayor Lutz/Chief Brommer

11. Old Business

a. Motion to approve Resolution 2022-39 regarding Makle Park DCNR Grant Funding.

Motion by:	Second by:	Voice Vote:
B. Fisher	E. Kauffman	All Favored – Motion Carried

Sam Meckley from Rettew Associates was present to provide Council with detail on the motion.

b. Motion to approve Ordinance 942 of 2022 – an ordinance to amend Section A225 8 of the Borough Code related to the Police Pension Plan.

Motion by:	Second by:	Voice Vote:
T. Burgard	B. Fisher	All Favored – Motion Carried

Borough Manager Stivers and President Zink provided detail on the motion.

c. Motion to approve free parking on Saturday's during the holiday season from November 26, 2022 through December 31, 2022.

Motion by:	Second by:	Voice Vote:
S. Lintner	T. Burgard	All Favored – Motion Carried

Borough Manager Stivers discussed ways to identify the meters as free during this time.

d. Motion to authorize staff to pay bills.

Motion by:	Second by:	Voice Vote:
E. Kauffman	P. Stahl	All Favored – Motion Carried

- 12. New Business
 - a. Motion to approve Certificate of Appropriateness (COA) for 149 N Third Street to install an ADA ramp, remove and install asymmetric french doors to the main entrance, installation of business signs, remove existing lighting and install shield LED lighting, fur outer exterior walls, and provide new stall insulation.

Motion by:	Second by:	Voice Vote:
T. Burgard	E. Kauffman	All Favored – Motion Carried

b. Motion to approve Certificate of Appropriateness (COA) for 218 Walnut Street to replace slate tile with asphalt shingle and replace windows.

Motion by:	Second by:	Voice Vote:
E. Kauffman	J. Price	All Favored – Motion Carried

c. Motion to approve Certificate of Appropriateness (COA) for 449 Union Street to replace the front door, install storm door and picture/transom window.

Motion by:	Second by:	Voice Vote:
E. Kauffman	P. Stahl	All Favored – Motion Carried

Councilperson Kauffman provided clarification the window being installed.

d. Motion to approve demolition application – 332 Locust Street, demolition of existing building.

Motion by:	Second by:	Voice Vote:
E. Kauffman	P. Stahl	All Favored – Motion Carried

Mayor Lutz, Borough Manager Stivers and several Council members commented on the project

e. Motion to authorize Columbia Borough to partner with DR1 and the Lancaster EDC to apply for a SMART grant from the U.S. Department of Transportation for the first phase of developing the drone program at the McGinness Innovation Park.

Motion by:	Second by:	Voice Vote:
E. Kauffman	P. Stahl	All Favored – Motion Carried

Borough Manager Stivers introduced Russ Flahive & Todd Kishapaugh, of DR1, to provide additional detail on the motion. Several council members asked questions that were addressed. Mayor Lutz provided his view on the project and discussed use of a portion of the park as a recreation area.

Frank Doutrich

Asked for clarification on the motion. Borough Manager Stivers responded.

f. Motion to approve Resolution 2022-40 authorizing the land bank to purchase 349 North Second Street.

Motion by:	Second by:	Voice Vote:
E. Kauffman	P. Stahl	All Favored – Motion Carried

Council President Zink provided detail on the motion.

Frank Doutrich

Asked for clarification on taxation of properties in the Land Bank. Borough President Zink provided a detailed response.

g. Motion to approve Resolution 2022 – 41 authorizing the land bank to purchase 1005 Spruce Street.

Motion by:	Second by:	Voice Vote:
E. Kauffman	P. Stahl	All Favored – Motion Carried

Councilperson Fisher asked for clarification on the motion that Land Bank provided.

h. Motion to authorize staff to apply for a 902 Recycling Grant to replace the existing Peterson Grinder with a new model Peterson Model 1700D Grinder.

Motion by:	Second by:	Voice Vote:
P. Stahl	E. Kauffman	All Favored – Motion Carried

Councilperson Stahl asked for clarification that Public Works Manager Graham provided. Borough Manager Stivers also commented on the motion,

i. Motion to authorize staff to hire Joel Hopta as a full time Community Safety Officer contingent upon successful completion of a background investigation, medical screening, and drug screening.

Motion by:	Second by:	Voice Vote:
T. Burgard	P. Stahl	All Favored – Motion Carried

Frank Doutrich

Asked for clarification on the motion that Police Chief and Mayor Lutz provided.

Council President Zink asked for clarification on reimbursement opportunities for the training costs for the position. Police Chief Brommer responded.

j. Motion to authorize staff to hire Cleta S. Fry as a part time (10-20 hours per week) Crossing Guard for the Columbia Borough Police Department beginning at the non-uniform 2022 contract rate of \$14.10 per hour and contingent upon successful completion of the required background check, medical exam, and drug screening.

Motion by:	Second by:	Voice Vote:
T. Burgard	P. Stahl	All Favored – Motion Carried

Councilperson Fisher asked for clarification on the candidate. Police Chief Brommer responded.

k. Motion to authorize staff to contract with a realtor with an office based in Columbia Borough to sell Borough owned property at 400 Locust Street and 750 South Ninth Street.

Motion by:	Second by:	Voice Vote:
E. Kauffman	P. Stahl	All Favored – Motion Carried

Borough Manager Stivers provided detail on the motion. Councilperson Lintner requested a Columbia Relator be utilized for the project. Mayor Lutz provided his opinion on the motion. Councilperson Kauffman asked for clarification on the 400 Locust Street property that Borough Manager Stivers provided.

- 13. Staff Reports Comments and Announcements.
 - a. Solicitor

Discussed a recent meeting with the Columbia Economic Development Corporation.

b. Secretary/Treasurer

Reminded the public, due to election day, the Borough offices will be closed Tuesday November 8, 2022 and the regularly scheduled Borough Council meeting will be moved to November 10, 202. Also noted the Columbia EDC dinner will also be on November 10, 2022 and that the Mardi Gras Parade is this Thursday October 27, 2022.

- c. Boards, Commissions and Committees
 - I) Upcoming
 - II) Approved Minutes
- 14. Borough Council comments
 - a. Council Members

Councilperson Fisher reminded the public the next Park and Recreation Advisory Board will meet at 6 pm November 10, 2022 prior to the Borough Council meeting. There was a discussion on how to signify free parking. Council President Zink discussed meetings scheduled in November. There was a discussion on the last meeting of the year.

- 15. Announcement of next meeting: At 7:00pm on November 1, 2022 Council will hold a work session.
- 16. Motion to adjourn the meeting at 8:37 pm

Motion by:	Second by:	Voice Vote:
E. Kaufman	P. Stahl	All Favored – Motion Carried

MOTIONED AND APPROVED this 10th day of November 2022, by the Borough Council of the Borough of Columbia, Lancaster County, Pennsylvania, in lawful session duly assembled.

BOROUGH OF COLUMBIA, LANCASTER COUNTY, PENNSYLVANIA

By:

Heather Zink, Council President

ATTEST:

Mark E. Stivers, Secretary/Treasurer

COLUMBIA BOROUGH COUNCIL – BUDGET WORK SESSION

Paul W. Myers Council Chamber, 308 Locust Street, Columbia November 1, 2022 | 7:00 PM

MINUTES

1. Council President Zink called the meeting to order at 7:00pm.

Councilpersons present: Councilpersons absent:	Zink, Kauffman, Price, Lintner, Fisher and Stahl. Mayor Lutz was present. Burgard
Staff Present:	Borough Manager Stivers, Codes Manager Diffenderfer, Public Works Manager Graham, Finance Manager Bennett, Facilities Manager Affeld, and Market Manager Vera, Police Chief Brommer

- 2. A moment of silent reflection led by President Zink
- 3. Councilperson Kauffman led The Pledge to the Flag
- 4. Announcement of Executive and Information Session(s)- None
- 5. Additions, deletions, and reorganization of agenda
 - a. Motion to approve agenda

Motion by:	Second by:	Voice Vote:
E. Kauffman	P. Stahl	All Favored – Motion Carried

- 6. Citizen Comments: Frank Doutrich asked for an update on the borough owned properties currently for sale. Borough Manager Stivers replied that local realtor Jeff Seibert was selected to sell the properties on behalf of the borough
- 7. Mayor Lutz/Chief Brommer- Chief Brommer thanked everyone involved with the Mardi Gras Parade.
- 8. Workshop Items:
 - a. Review the 2022 Fee Schedule for any updates

The current fee schedule was included in the packet for review by the council and public prior to the meeting. Stormwater fees are under review and will be updated with stormwater ordinance. Staff are looking into condemnation fees to possibly include a separate no-fault fee. The council and staff went through the schedule and addressed several fees. Staff will update the fee schedule for future resolution. Chief Brommer will research pet abandonment laws.

b. Review and discussion on the 2023 Budget – ALL Funds

Draft copies for the General Fund (F01), Capital Fund (F18), ARPA Fund (F21), Bond Capital Fund (G30), and Liquid Fuel Fund (F35) were provided to council and the public in the meeting packet prior to meeting. Councilperson Lintner asked to discuss Columbia Crossing River Park contract with SHNHA. Contract ends March 2023. Will stay in Budget. Councilperson Lintner asked to discuss the police budget. No change. Councilperson Zink discussed ARPA funds and the line item created in the general fund to offset reserves. She also requested APRA funds be used to purchase police radios.

The Budget meeting scheduled for 11.17.2022 is cancelled. It is the intent of the council and staff to present the budget at the borough council meeting scheduled for 11.22.2022.

- 9. Borough Council Comments
 - a. Council Members:

Council President Zink reiterated the many thanks to the Parade organizers and everyone involved in its success. She also thanked Bob Smith and the Public Works staff involved in the Columbia Hometown Heroes project.

- 10. Announcement of Next Meeting. At 7:00 PM on November 10, 2022, the Council will hold a regularly scheduled meeting.
- 11. Motion to adjourn at 8:40 PM to an executive session to discuss land purchase

Motion by:	Second by:	Voice Vote:
E. Kauffman	P. Stahl	All Favored – Motion Carried

MOTIONED AND APPROVED this 10th day of November 2022, by the Borough Council of the Borough of Columbia, Lancaster County, Pennsylvania, in lawful session duly assembled.

BOROUGH OF COLUMBIA, LANCASTER COUNTY, PENNSYLVANIA

By:

Heather Zink, Council President

ATTEST:

Mark E. Stivers, Secretary/Treasurer

To: Eric Kaufman Chairperson, Columbia Economic Development

From: Sharon Cino, PZ Manager, Community Development

Re: Planning /Zoning Report – October 2022

ZONING PERMITS/DETERMINATIONS/ZONING HEARING BOARD – No ZHB applications were provided for the month of October.

provided for the mon			
ZONING PERMITS			
ISSUED = 36			
TOTAL = 40			
	FIRE PIT	4	
	DUMPSTER	6	
	ZHB REQUEST	0	
	REPAIR/RENOVATION PROJECTS (2-HARB ADMIN APPROVAL)	2	
	SHADE TREE	0	
	ZONING DETERMINATION	0	
	ROAD OPENING PERMIT	6	

PLANNING/ PLANNING COMMISSION (PC)

On October 18th the CBPC approved the demolition request for 332 Locust Street. CBPC also approved the recreation fee of \$9,310 for the 1200 Locust Street project.

Community Development Updates:

<u>*Riverview Terrace*</u> - 132 Locust Street mixed-use development to include (33) residential apartment units with nearly 3,000 sq. ft. of ground level commercial retail. <u>*Now open.*</u>

<u>315 Flats</u> – to include (37) residential apartment units with (2) commercial retail spaces totaling 1,964 square feet. Residential occupancy expected <u>September 2023.</u>

<u>332 Locust Street</u>–On October 25th BC provided final approval for demolition of the building. Building permit is under review.

<u>239 and 245 S. 5th Street Habitat for Humanity</u> – On October 19th representatives from the Land Bank Authority & Habitat for Humanity met on site with the community to answer questions and to provide updated development plans.

<u>CLG Application</u> –Awaiting an executed and signed copy of the Master Grant agreement with the PA SHPO office.

<u>Columbia 2040 – Implementable Comprehensive Plan</u>– Staff is finalizing their review and an updated schedule will be sent out this month.

End of Report

Sharon Cino

Planning and Zoning Manager – Community Development



To: Peter Stahl, Public Works/Property Chairperson, Columbia Borough Council

From: Jake Graham, Columbia Borough Public Works Department

RE: Public Works Department Report for October 2022

2022 Proposed Paving Projects BY Borough Crews

Borough crews have completed the paving of North Eleventh St, Spruce St to Ironville Pike and the 1100 block of Chestnut St. This completes paving for the 2022 season with the exception of some patch work.

• UGI New Gas Main Installation

Shiloh Paving, the Contractor for UGI has completed the trench restoration on Lancaster Ave from Cherry Street to S Sixth Street. The Contractor is currently working on trench restoration on Lancaster Ave, Union St to S Ninth Street. The mill and overlay of the affected lanes will be completed in the spring. Phase II of this main replacement project began the week of October 3 and last approximately seven months.

• Fourth Street Bridge Maintenance

Crilon Corp., the contractor for this project has completed the bridge maintenance work with the exception of a punch list item which is currently being scheduled to be addressed

• Leaf Collection

Leaf pickup began October 17 and ends Friday December 9

$\circ~$ Borough Yard Waste Recycling Facility & Curb-Side Yard Waste Pick Up

Contracted Municipalities dropped off <u>303.11</u> Tons of yard waste in October totaling **2,678.73** tons this season = **\$93,755.55**. Crews picked up **25.89** tons in October ***Compost**: **2,880** cu yds purchased thus far this year for the amount of **\$28,800.00**

o 902 Recycling Grant

The recycling grant application has been successfully submitted for the maximum grant award of \$350,000.00 to replace the existing Peterson Grinder. The grant award announcement isn't expected until the spring of 2023 time frame

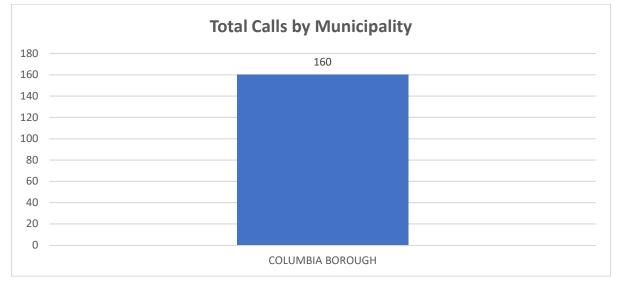
o Columbia Hometown Heroes

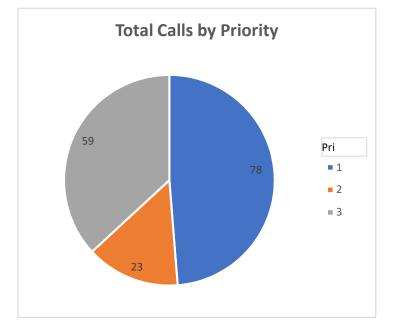
Borough Crews have been assisting with installing banners on streetlight and utility poles throughout the Borough. 110 Banners have been installed thus far

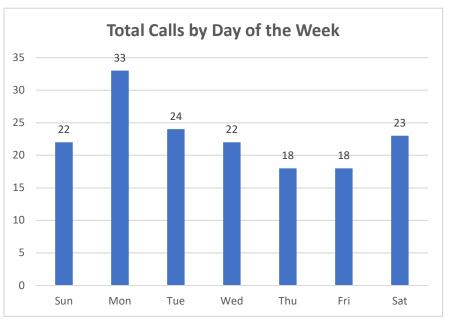
• Tree Planting

Borough Crews assisted the Shade Tree Commission with the planting of 8 trees October 29 at various locations throughout the Borough

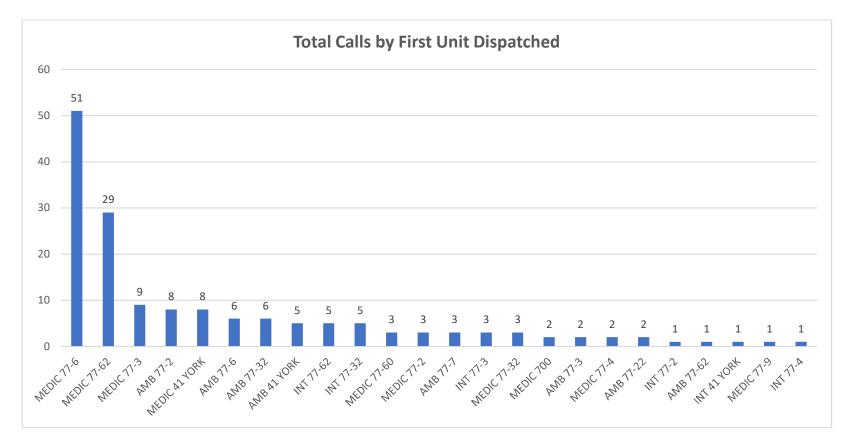
Penn State Health Life Lion, LLC October 2022



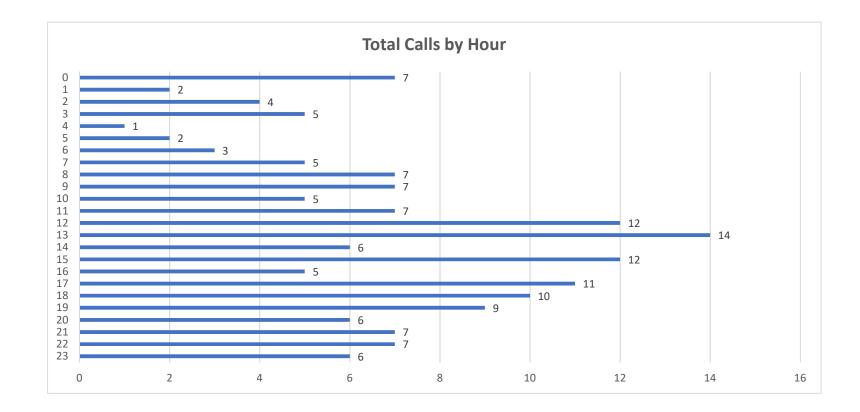




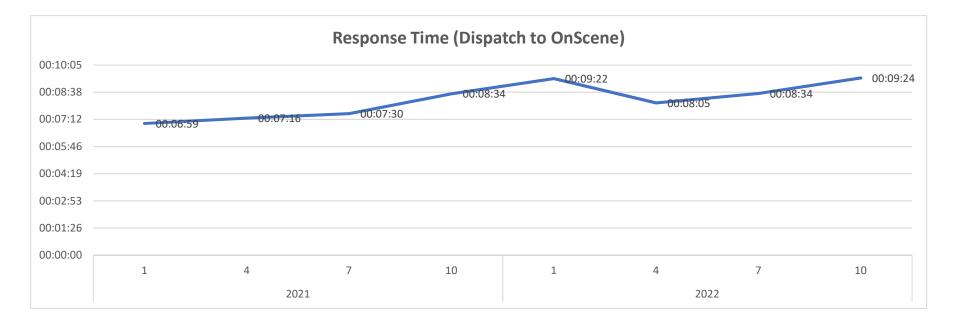
Penn State Health Life Lion, LLC October 2022



Penn State Health Life Lion, LLC October 2022



Penn State Health Life Lion, LLC October 2021 - October 2022



November December
2022 ovember

since 1979	YODY	
	Y CODY	

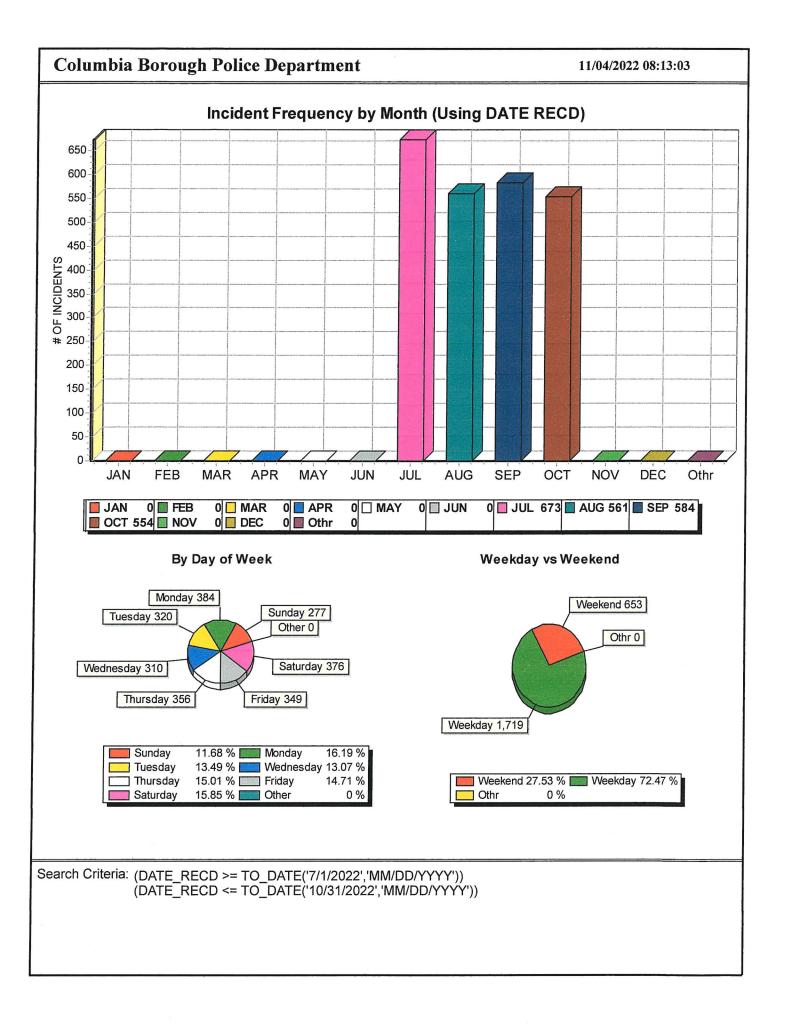
Columbia Borough Police Department DAILY INCIDENT COUNTS

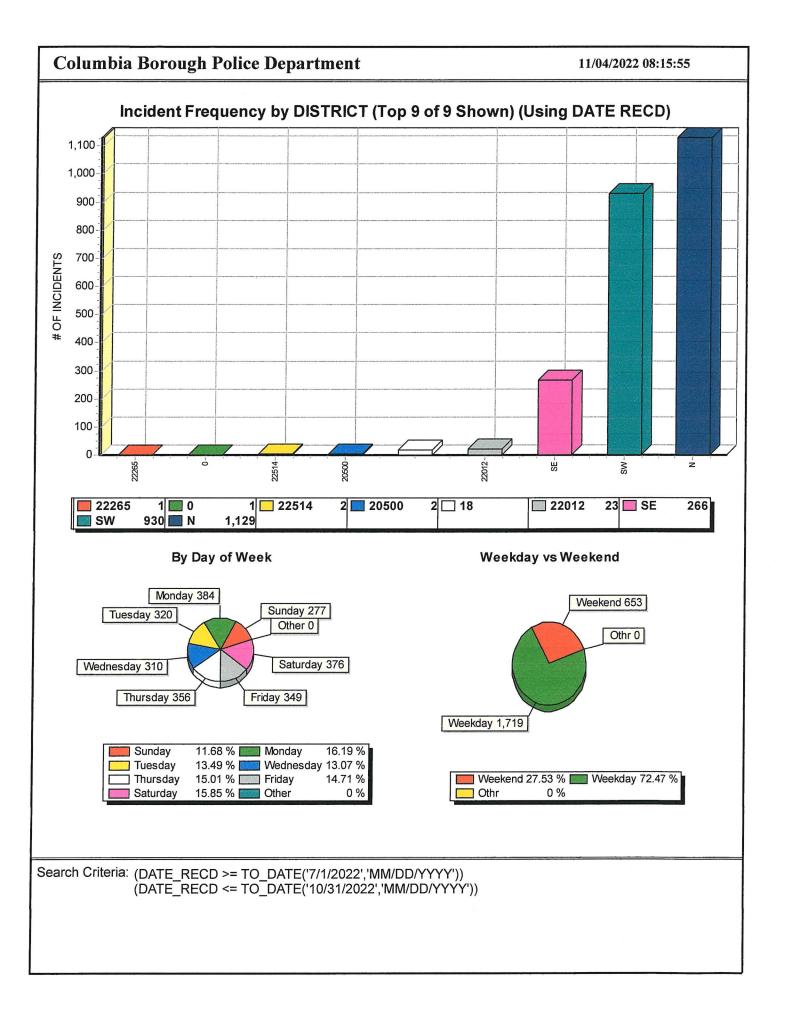


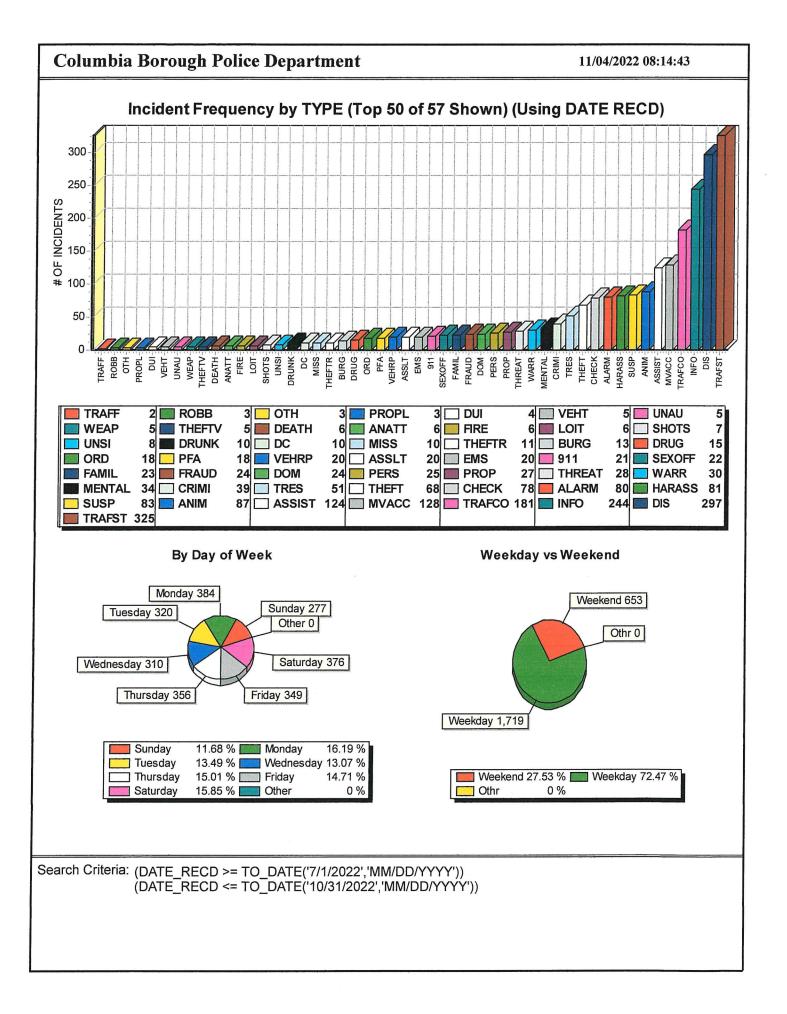
10/01/2022 to 10/31/2022

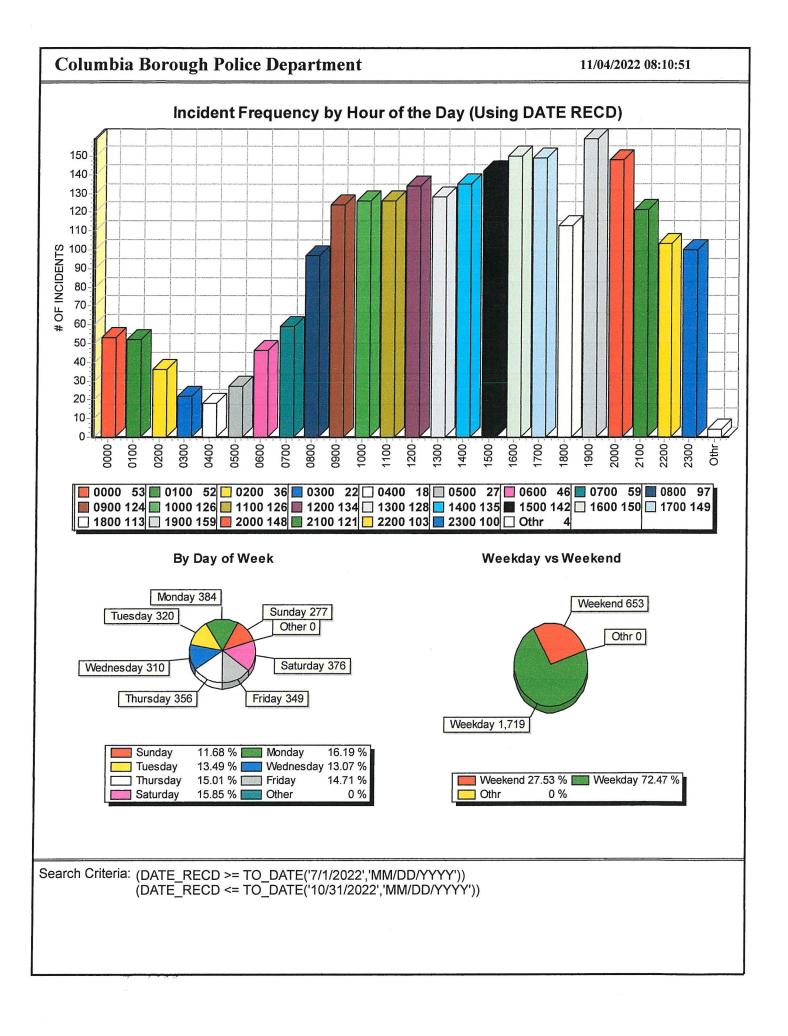
	PERSON STOP	DEBSON STOD	OBIDANCE VIOLATION	MISSING PERSON	PSYCHIATRIC EMOTIONAL	LOITERING	INFORMATION	HARASSMENT	FRAUD	CHILD FAMILY OFFENSE	ASSIST EMS	DRIVING UNDER THE INFLUENCE	INTOXICATED PERSON	DOMESTIC DISTURBANCE	DISTURBANCE	DEATH INVESTIGATION	VANUALISM	CHECK ON WELFARE	BURGLARY	ASSAULT	ASSIST CALL	ANIMAL COMPLAINT	ANIMAL ATTACK	ALARM (ALL TYPES)	9-1-1 HANG UP	Day of Month Responses
0	0	0	-	-	0	-	2	N	0	-	0	0	0	-	4	0	0	0	0	0	2	0	0	0	0	20
0	0	0		0	-	0	0	0	0	0	0	0	0	4	-	0	0	0	0	0	0	0	0	0	-	02
0	0	0	-	0	-	0	0	0	0	0	0	0	0	4	-	0	0	0	0	0	0	0	0	0	1	03
0	0	0	N	0	-	0	N	-	0	0	0	0	0	0	ω	0	N	0	0	0	-	-	0	-	0	04
-	0	0	-	0	-	0	-	N	1	0	0	0	0	0	N	0	0	N	0	2	2	0	0	-	0	05
0	0	0	-	0	0	0	N	L	0	0	0	0	0	0	N	0	0	0	0	0	0	0	0	-	0	90
0	0	0	-	0	0	0	0	1	0	0	0	0	0	0	ω	0	0	-	1	0	N	0	0	-	0	07
0	0	0	0	0	0	0	-	-	0	0	0	0	0	-	ω	0	0	N	0	0	Сī	ω	0	N	0	8
0	0	0	0	0	0	0	2	0	0	1	2	-	0	0	-	0	0	-	0	0	0	0	0	0	0	60
0	0	0	-	0	-	0	ω	ω	-	0	0	0	0	0	-	-	0	4	د.	0	N	N	0	0	0	10
0	0	0	-	0	0	-	-	-	N	0	0	0	0	0	N	0	-	1	0	0	0	-	-	1	0	1
0	0	0	2	0	0	0	0	-	0	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	12
0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	-	0	0	1	0	0	N	0	0	0	-	13 1
•	0	0	0	0	0	0	<u>د</u>	0	-	0	0	0	0	0	<u> </u>	0	0	2	0	0	N	0	0	N	-	14 1
0	0	0	-	0	0	0	0	-	-	0	0	0	0	0	S	0	0	-	0	0	-	N	0	-	0	15 1
0	0	1	N	0	0	0	0	<u>د</u>	0	0	0	0	0	0	-	0	2 (-	0	0	0	0	0	0	0	16 17
0	0	0	2 1	0	0	0	3 2	-	0	0	-	0	0	0	7 1	0 0	0 1	-	0	0	-	ω 0	0	0	0	7 18
0	0	0	ω	0	0	0	4	N	0	0	0	0	0	0	2	0	0	-	-	0	N	0	0	0	_	8 19
0	0	0	-	0	0	N	4	-	-	0	0	0	0	-	0	0	2	-	0	-	-	N	0	0	_	9 20
0	0	0	-	0	0	0	N	0	0	-	0	0	0	0	ω	0	0	0	0	0	N	_	0	-		0 21
0	-	0	N	-	-	0	ω	0	0	0	0	0	0	0	ω	0	0	-	0	0	-	0	0	-		22
0	0	0	-	-	0	0	4	N	0	0	0	0	-	0	-	0	0	-	0	0	0	0	0	0	_	23
0	0	0	-	0	0	0	ω	0	0	0	N	0	0	0	-	0	0	0	-	0	0	N	0	N		24
0	0	0	0	0	0	0	N	-	0	0	0	0	0	0	N	0	0	0	0	0	ω	-	0	0	_	25
0	0	0	-	0	-	0	0	-	0	0	0	0	0	0	-	0	0	0	0	0	-	N	0	0	0	26
0	0	0		0	-	0	-	-	0	0	0	0	0	0	-	0	0	-	0	0	N	4	0	N	-	27
0	0	0	-	0	-	0	-	0	0	0	-	0	0	0	N	0	-	-	0	0	-	0	0	0	0	28
0	0	0	0	0	0	0	N	0	0	0	0	0	0	0	4	0	0	0	0	0	N	-	0	-	0	29
0	0	0	N	0	0	0	-	0	0	•	•	•	0	0	сл	0	N	0	•	N	N	-	•	•	0	30
0	0	0	-	0	0	0	N	-	0	0	0	0	0	0	-	0	0	-	0	0	N	-	•	0	0	3
-	4	-	36	ω	8	4	53	26	7	ω	6	-	-	7	64	-	1	24	4	σ	42	27	-	17	6	Total

TOTAL RESPONSES FOR EACH DAY	WEAPONS OFFENSE	WARRANI SERVICE		VEHICLE REPOSESSION		URIVING WITHOUT CONSENT	IRESPASSING	IRAFFIC STOP	PARKING ENFORCEMENT	IRAFFIC COMPLAINT	IHREAIS COMPLAINT					SHOTS FIRED	SEX OFFENSE	ROBBERY		FOUND PROPERTY
18	0	0	0	0	0	1	0	0	0	2	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	ω	0	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	ω	0	0	0	0	0	0	0	0	0	0	0	0
20	0	-	0	0	0	0	0	-	0	N	0	0	0	0	-	0	-	0	0	0
18	0	0	0	0	-	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
15	•	N	0	0	-	0	-	ω	0	0	0	0	0	-	0	0	0	0	0	0
21	0	-	0	-	0	0	0	4	0	2	0	0	0	1	0	-	0	0	0	-
26	0	0	0	0	0	0	0	2	0	2	2	0	0	-	-	0	0	0	0	0
17	0	0	-	0	0	0	-	0	0	4	0	0	0	-	0	0	0	0	N	0
29	0	0	0	0	<u> </u>	-	N	0	0	2	0	-	0	N	0	0	0	0	0	0
18	0	0	0	0	0	0	-	1	0	3	0	0	0	0	0	0	0	0	0	0
14	0	0	0	2	0	0	-	0	0	2	0	-	0	-	-	0	0	0	-	0
10	0	0	0	0	0	0	0	0	0	2	0	0	0	-	0	0	0	0	0	0
16	-	0	0	0	-1	0	0	0	-	0	1	0	0	0	0	0	2	0	0	0
18	0	0	0	0	0	0	1	3	0	0	1	0	0	0	2	0	0	0	0	0
14	0	0	0	0	0	0	0	0	0	ω	0	0	0	2	1	0	0	0	0	0
27	0	1	0	1	0	0	4	-	0	1	0	0	0	1	1	0	0	-	0	0
12	0	0	0	-	0	0	ч	0	0	N	0	0	0	2	0	0		0	0	0
20	0	0	0	0	0	0	0	1	0	1	1	0	0	0	2	0	0	0	0	0
26	0	-	0	-	0	0	0	2	0	-	0	0	0	0	0	0		0	0	0
16	0	0	0	0	0	0	0	0	0	1	0	0	0	0	3	0	0	0	0	0
21	0	-	0	0	0	0	0	4	0	0	0	0	-	0	1	0	0	0	0	0
17	0	0	1	0	2	0	0	0	0	2	0	0	0	0	0	-	0	0	0	0
15	0	0	0	0	0	0	0	0	0	2	0	0	0	-	0	0	0	0	0	0
18	0	0	0	0	0	0	0	2	0	2	1	0	0	1	1	0	0	0	0	N
16	0	-	0	0	0	0	0	4	0	-	0	0	0	-	-	0	0	0	0	
24	0	2	0	0	0	0	0	ω	0	2	0	0	0	0	0	0	-	0	0	-
18	0	0	0	0	0	0	-	0	0	4	-	0	N	-	0	0	0	0	0	0
13	0	0	0	0	0	0	-	0	0	-	0	0	0	0	0	0	0	-	0	0
19	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0
12	0	0	0	0	0	0	0	-	0	-	0	0	0	0	0	0	0	0	0	-
554	4	10	2	6	6	2	12	40	-	45	7	2	ω	18	18	2	6	2	ω	7









	COLUMBIA BOROUGH POLICE	NBIA	BORC	UGH	POLI		EPAR	DEPARTMENT	Ŧ		осто	OBER		2022	
		REFORT OF MONTHLY OFFENSES	2	CN I		UFFER	NOE O					_		0000	3034
CLASSIFICATION OF OFFENSES	JAN FEB MAR APR MAY JUN JUL AUG	EB M	AR A	PR M	AY JI	UN L		NG	SEP	OCT	NON		DEC		TLYTD
Murder & Nonneglient Manslaughter							0	0	0	0				0	5
Vegligent Manslaughter							0	0	0	0		_		0	
Rape by Force						_	0	0	0	0				•	
Rape Attempt (Assault)		-					0	0	0	0				0	-
Robbery (Firearm/Knife or Cutting Inst.)			-	_		-	0	0	0	0				0	-
Robbery (Other Dangerous Weapon)						-	0	0	0	0				-	-
Robbery (Strong Armed/Hands,Feet,Etc)	•	0	0	0	0	0	0		0	ω				4	2 4
Assault (Firearm)		-			-		0	0	0	_				. ح	-
Assault (Knife/Cutting Instrument)	_					_	0	0	0	0					_
Assault (Other Dangerous Weapon)							0	0	0	0		-			
Assault (Hands,Fists,Feet, Etc.)							0	0	N	-				9	13
Assault (Other Not Aggravated)		-			-		4	4	ω	2		_		46	47
Burglary (Forced Entry)						_	<u>د</u>	0	-	N				ניט	4
Burglary (Unlawful Entry/No Force)							-	0	-	_		-		U 1 0	2.
Burglary (Attempted Forced Entry)							0		0	0				N	0
Theft (\$50 & Over)							10	6	17	10				72	38
Theft (Under \$50)	-						0	N	7	ი				27	17
Auto Theft								Ν	N					13	~
Arson							0	<u> </u>	-	0				2	N
⁻ orgery & Counterfeiting	ļ						0	0	0	0				N	-
Fraud	-						თ	ω	4	ω		_		48	52
Embezzlement	-						0	0	0	0				0	0
Stolen Property (Rec., Possess., Etc.)	-						0	0	0	0		_		0	-
Vandalism/Criminal Mischief			-				9	4	12	7				45	22
Weapons (Carrying/Possess. Etc.)			_				0	0	0	-				2	N
Prostitution & Commercial Vice					_		0	0	0	0		_		0	0
Sex Offenses (Except Rape/Prostitution)							сл	4	ω	თ				28	27
Varcotic Drug Laws (Drug Abuse Viol.)	0						ω		N	0				15	14
Gambling	-		-		-		0	0	0	0				0	0
Offenses Against Family & Children								ω	0	0				12	ω
Driving Under The Influence								0	N	-				7	16
liquor Laws		-					0	0	0	0				0	0
Drunkenness							4		4	_				14	12
Disorderly Conduct						_	4	4	ω	4				19	3
Vagrancy		_					0	N	0	თ		_		∞	-
Othor (Evoort Traffia)	-				-	e	22	41	30	41				510	189
				-								_		0.0	.00
	47	51	46	60 1	175 1	168	72	84	94	101				898	504
FOTAL MONTHLY OFFENSES		-		-	-							_			
TAL MONTHLY OFFENSES															



Columbia Borough Fire Department

726 Manor Street P O Box 426 Columbia, PA 17512-0426

MONTHLÝ FIRE CHIEF'S REPORT

OCTOBER 2022

Incident response statistics and additional Fire Department Activities for the month of October 2022 along with Year-to-Date information.

Scott K. Ryno, Fire Chief

Prepared by J. Michael Zercher, Assistant Chief

Information released by the CBFD for informational purposes to the Columbia Borough Manager and Columbia Council members on November 2,2022.

INCIDENT RESPONSE STATISTICS (TOTALS):

Incident Type *	January	February	March	April	May	June	July	August	September	October	November	December	2022 Year To Date Totals	2021 Totals	2020 Totals
100	19	15	7	16	13	9	12	3	7	11			112	144	112
200	3	2	0	0	0	0	0	0	1	0			6	21	4
300	15	8	16	15	22	19	15	22	12	15			159	196	178
400	10	6	5	5	9	3	5	2	3	0			48	58	51
500	10	15	13	11	21	11	15	19	8	17			140	152	140
600	11	10	10	10	11	7	2	4	6	5			76	46	45
700	20	13	14	7	12	4	12	9	9	7			107	106	128
800	0	0	0	0	1	0	0	0	0	0			1	1	0
900	1	0	0	1	1	1	0	0	1	1			6	2	3
Totals:	89	69	65	65	90	54	61	59	47	56	0	0	655	726	661
2021	56	49	59	70	57	42	47	82	69	74	59	62			
2020	49	59	49	43	52	55	76	65	47	59	57	50			

KEY - Incident Type *

100 Fire Incidents including structures, mobile properties, vegetation and rubbish.

200 Over pressurized Incidents (No Fire) including boiler, pipelines, and process vessels.

300 Rescue/EMS Incidents including vehicle accidents, water rescue, searches, and industrial rescues.

400 Hazardous Materials Incidents including combustible spills, radioactive & biological, and electrical issues.

500 Service Incidents including water removal, smoke/odor issue, animal issue, and public service.

600 Good Intent Incidents including unknown type of alarms, controlled burns, steam mistaken for smoke.

700 False Alarm Incidents including unintentional fire alarms.

800 False Alarm Incidents including malicious alarms, bomb scares.

900 Special Incidents including citizen complaints, special types and miscellaneous incidents.

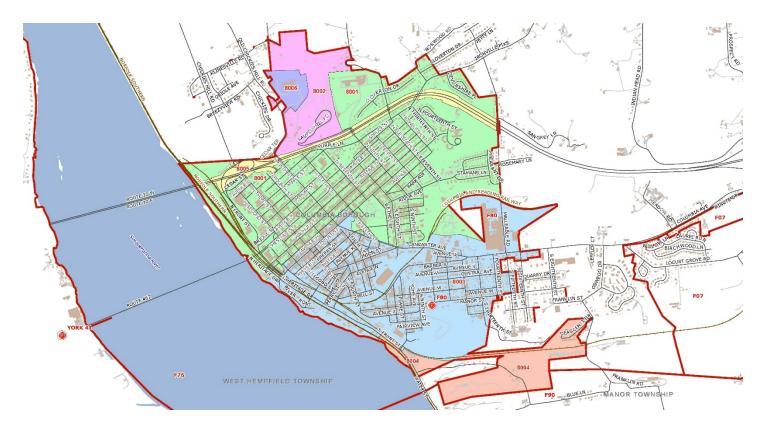
OCTOBER INCIDENTS:

- 56 dispatched fire incidents with 303 volunteer man-hours.
- Friday was our busiest day with 12 incidents.
- Incidents by shifts and our average number of volunteers:
 - 07:00am 02:59pm 27 incidents.
 - > 03:00pm 10:59pm **18** incidents.
 - 11:00pm 06:59am 11 incidents.
 - All Shifts 56 incidents.
- Service was our most dispatched incident type with 17.

500 VOLUNTEER HOURS WERE SPENT IN THE MONTH OF OCTOBER FOR OUR COMMUNITY! 16.2 VOLUNTEER MAN HOURS PER DAY!

Total Calls by District

District	October	Total
West Hempfield Twp Fire Department	10	10
Columbia Borough Fire Department Box 80-06	1	1
Columbia Borough Fire Department Box 80-03	10	10
Wrightsville Fire Department	3	3
Columbia Borough Fire Department Box 80-01	12	12
Maytown-East Donegal Twp Fire Department	4	4
Mountville Fire Department	4	4
East Prospect Fire Department	1	1
Craley Fire Department	1	1
Blue Rock - Washington Boro	1	1
Hempfield Fire Department	1	1
Blue Rock - Millersville	1	1
Alliance Fire & Rescue Services	3	3
York City Fire Department	1	1
Hellam Fire Department	2	2
Elizabethtown Fire Department	1	1
Total	56	56



Personnel Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Total	Pct
Ryno, Scott	58	40	34	36	42	33	33	38	40	39	393	60.00%
Hershey, Denny	56	41	37	40	45	30	30	42	24	30	375	57.25%
Zercher, Mike	55	50	28	31	41	30	30	40	30	33	368	56.18%
Hinkle, Ryan	61	27	30	39	47	18	20	20	23	34	319	48.70%
Meisenbach, James	41	38	32	32	41	28	34	25	23	23	317	48.40%
Armold, Michael	39	34	29	21	53	22	31	22	27	34	312	47.63%
Brownsberger, Floyd	37	29	33	37	43	20	29	31	18	31	308	47.02%
Misal, Justin	38	39	29	36	40	21	32	20	20	28	303	46.26%
Hershey, David	45	28	33	22	40	17	30	26	26	24	291	44.43%
Goodman, Jordan	36	33	35	34	35	26	17	31	20	14	281	42.90%
Keyser, Kevin	28	30	30	30	40	19	27	21	12	24	261	39.85%
Rhoads, Jordan	48	33	40	30	31	13	18	17	15	11	256	39.08%
Rinkus, Robert	44	20	20	23	44	19	27	11	21	15	244	37.25%
Fritz, Krystal	31	17	23	20	30	25	25	16	20	18	225	34.35%
Riggs, Jonathan	29	24	20	26	34	11	21	13	18	16	212	32.37%
Fisher, Jason	28	26	22	32	14	11	18	14	20	26	211	32.21%
Fritz, Mark	41	32	30	17	0	0	12	19	20	16	187	28.55%
Meyers, William	16	19	15	14	30	21	17	25	13	16	186	28.40%
Rhodes, Michael	20	24	28	31	23	13	13	20	10	0	182	27.79%
Greenya, Alfred	11	15	16	0	31	17	19	26	13	32	180	27.48%
Hershey, Derrick	41	20	21	0	16	18	24	19	10	9	178	27.18%
Warfel, Robert	36	20	18	11	24	8	16	11	9	6	159	24.27%
Reifsnyder, Robert	21	12	24	18	11	14	7	19	15	6	147	22.44%
Keyser, Bryan	15	17	14	20	13	16	11	16	11	12	145	22.14%
Jarvis, Jordan	0	6	39	33	23	10	8	7	3	2	131	20.00%
Morrison, Hunter	22	10	11	19	16	7	12	10	13	5	125	19.08%
Fritz, Keith	16	5	2	23	16	11	17	14	8	4	116	17.71%
Falcon, Ken	14	12	23	8	13	9	9	7	8	5	108	16.49%
Stock, Michael	9	12	10	10	18	11	6	9	8	15	108	16.49%
Annas, Stephen	10	18	12	21	13	2	4	11	9	6	106	16.18%
Fritz, Kyle	14	9	13	6	0	5	12	14	12	11	96	14.66%
Wise, Nolan	0	10	18	7	11	13	21	9	7	0	96	14.66%
Manley, Ronald	10	15	14	10	5	7	4	9	5	9	88	13.44%
Conrad, Christopher	10	5	1	7	12	5	4	10	2	2	58	8.85%
Shaeffer, John	9	8	2	5	3	4	1	6	3	7	48	7.33%
Gomez, Lorenzo	11	5	7	5	2	6	4	5	0	1	46	7.02%
Bouder Jr, Charles	4	3	8	11	11	3	4	0	0	0	44	6.72%
Wickenheiser, Seth	0	0	0	8	7	8	6	13	0	0	42	6.41%
Martin, Nick	8	7	6	3	6	2	0	8	1	0	41	6.26%
Falcon, Brady	0	0	3	3	3	7	9	7	5	3	40	6.11%
Schoelkoph, Jr., Lester	3	5	9	2	5	1	0	4	4	4	37	5.65%
Splain, Michael	1	3	7	10	6	3	0	3	4	0	37	5.65%
Fritz, Lauren	5	3	9	6	6	1	1	3	1	1	36	5.50%
Mosteller, Jared	7	5	5	5	3	1	0	3	0	3	32	4.89%
Montgomery, Sean	2	6	4	2	5	1	0	2	2	2	26	3.97%
Peters, Austin	5	5	2	0	4	4	5	0	1	0	26	3.97%
Finegan, Timothy	6	9	2	2	2	0	0	2	0	1	24	3.66%
Barninger, Jared	7	2	4	2	2	2	0	0	1	2	22	3.36%
Finegan, Mickenzie	6	9	2	1	2	0	0	1	0	1	22	3.36%
Wine, Adrian	1	3	5	7	2	2	1	0	0	0	21	3.21%
Miles, Paul	3	8	7	, 0	0	0	1	1	0	0	20	3.05%
Reece, Zach	0	0	0	1	2	1	0	2	5	9	20	3.05%
Broome, John	1	2	1	2	4	2	0	4	0	2	18	2.75%
Hoffman, Myles	0	0	0	0	0	0	3	6	7	2	18	2.75%
Boyles, Todd	5	4	0	0	0	2	0	5	0	1	17	2.60%
J ,	-	-	5	-	-	=	-	-	-	-		

Barclay, Jason	0	0	0	0	0	0	7	4	4	1	16	2.44%
Anderson, Jr., Ricky	1	3	1	0	1	0	1	0	4	0	11	1.68%
Foehlinger, Mildred	3	0	1	2	4	0	0	0	0	0	10	1.53%
Uhlrich, Katherine	3	4	1	2	0	0	0	0	0	0	10	1.53%
Keyser, Brent	0	2	1	2	1	0	0	1	1	0	8	1.22%
Myers, Megan	0	0	0	0	5	0	0	0	0	0	5	0.76%
Fritz, Leslie	0	0	2	1	0	1	0	0	0	0	4	0.61%
Long, Jeffrey	0	2	0	0	1	0	0	0	0	1	4	0.61%
Wiseman, Garry	0	0	0	0	0	0	3	0	0	0	3	0.46%
Cunningham, Caleb	0	0	0	0	0	0	1	0	0	0	1	0.15%
KEMMERLY, DOUGLAS	0	1	0	0	0	0	0	0	0	0	1	0.15%
Schmitt, Eugene	0	0	0	0	0	0	0	0	1	0	1	0.15%

Code Report October 2022

GLeddy, Compliance Officer MPeak, Inspector PDiffenderfer, Manager

Violations	Letters of Violation	Comp	olaints		A	ppeals	Disi	ruptive (Conduct	s (Quick Ti	ckets	Tot	al Viola	tions
	33 - GL-18, MP-6, PD-9	:	17			1		0		54 -	- GL-43, MI	P-0, PD-11		87	
Inspections	Fire	Rei	ntal	Reins	sp S	Safety	0	Condemr	nation		New Te	nant	Tota	l Inspec	ctions
January	0		20	0		3		0			11			34	
February	0		26	0		2		2			9			39	
March	0		26	0		1		0			9			36	
April	8		29	0		0		2			7			46	
May	24		0	0		0		0			0			24	
June	9	2	25	0		1		2			14			51	
July	7	(58	0		0		2			14			91	
August	13	3	33	0		0		0			6			52	
September	31	4	48	16		0		1			24			120	
October	11	3	34	3		1		3			13			65	
November	0		0	0		0		0			0			0	
December	0		0	0		0		0			0			0	
	103	3	09	19		8		12			107	7		558	
					Ye	ear to D	ate								
			Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
\$25.00	0 Quick Tickets														
Abandoned / Hazardou	us / Unregistered Vehicle		12	8	13	20	11	14	8	7	8	11	0	0	112
Accumulation of Trash	/ Rubbish		18	21	20	30	27	51	31	33	32	18	0	0	281
Animal Waste			0	4	3	1	1	0	1	0	1	2	0	0	13
Excessive Animals (ove	er limit)		0	0	0	0	0	0	0	0	0	0	0	0	0
Failure to Remove Side	ewalk Snow		37	0	9	0	0	0	0	0	0	0	0	0	46
Grass and Weeds			0	0	0	9	93	88	75	97	55	10	0	0	427
Grass clippings in Stree	et / Gutter		0	0	0	0	2	0	0	0	0	0	0	0	2
Illegal Burning / Burn F	Pit		0	0	2	0	1	2	1	0	2	0	0	0	8
Missing Building Identi	fication		1	1	0	1	3	10	8	3	4	2	0	0	33
Pool Sanitation / Non F	Permit		0	0	0	0	1	1	2	0	1	0	0	0	5
Smoke Detectors			3	0	0	7	0	0	0	0	0	0	0	0	10
Stagnant Water			0	0	0	0	0	0	0	0	0	0	0	0	0
Trash Storage / Collect	ion		2	7	17	14	8	3	4	9	9	5	0	0	78
\$500.0	0 Quick Tickets														
Failure to Report Chan	ge of Occupancy		0	0	0	0	0	0	0	0	0	0	0	0	0
Non Compliant - Abano	doned Vehicle X3		0	1	0	0	1	0	0	0	0	1	0	0	3
Non Compliant - Knox	Box		0	0	0	0	0	0	0	0	0	0	0	0	0
Non Compliant - Lead	Safe Report		0	0	0	1	0	0	0	0	0	1	0	0	2
Non Compliant - Notice	e of Violation		2	1	2	1	10	5	7	5	3	3	0	0	39
Non Compliant - Unreg	gistered Rental		0	0	2	2	1	0	0	1	0	1	0	0	7
			75	43	68	86	159	174	137	155	115	54	0	0	1066

Condemnation Status as of 11.3.2022					
		DATE OF	DUE DATE OF		
ADDRESS	REASON	CONDEMNATION	COMPLIANCE		
		4 5 2022	0.5.2022		
693 CHERRY ST	Fire	4.5.2022	9.5.2022		
921 SPRUCE ST	Sanitation	2.17.2021	2.17.2022		
128 S FIFTH ST	Fire	1.4.2022	12.1.2022		
170 S FIFTH ST	Fire	2.1.2021	N/A		
240 UNION ST	Fire	1.20.2022	7.31.2022		
436 UNION ST	Multiple	10.26.2021	5.26.2022		
519 LOCUST ST	Fire	5.17.2022	1.1.2023		
521 LOCUST ST	Fire	5.1.2022	1.1.2023		
523 LOCUST ST	Fire	5.1.2022	1.1.2023		
525 LOCUST ST	Fire	5.1.2022	1.1.2023		
221 S FOURTH ST - Unit 2 and basement	Sanitation and NC NOV	10.10.2022	12.27.2022		
52 S EIGHTH ST	Vacant/Abandoned/Utility shut-off	6.20.2022	12.10.2022		
111 S THIRD ST	Sanitation	9.23.2022	11.25.2022		
130 S FIFTH ST	Vacant/Abandoned	9.2.2022	3.2.2023		
154 S FIFTH ST	Fire	7.22.2022	8.24.2022		
156 S FIFTH ST	Fire	7.22.2022	1.23.2023		
319 PERRY ST	Fire	8.2.2020	N/A		
313 N SECOND ST	Utility shut-off	6.22.2017	6.25.2017		

Columbia Emergency Management Agency Report for October 2022

Borough Council Meeting November 8, 2022

Emergency Services

- Facilitated a tabletop drill at CBSD on Thursday, October 27 at the DAC building, with all emergency response agencies and the school district staff. This bomb threat scenario was well received by all and I believe was very beneficial in identifying areas for improvement
- The next quarterly EMA meeting will be held on Thursday, December 15 at 3 pm in council chambers.
- Sending out weather updates as weather events occur to those potentially affected by them (police, fire EMS, highway department, codes, school district, etc.).
- Chief Brommer & I are meeting with the OLA school Emergency Planning and Evacuation team. We'll assist them in updating the existing plans and providing feedback on what the emergency services roles are and what to expect from them during an emergency at the school.
- Scheduled a post incident review on Wednesday, November 2, with the school district administration from the fire event that occurred on Wednesday, October 19 at the high school.
- Wrote an IAP for the Moose Arts & Craft Fair on Saturday, October 1. The EOC was in standby mode, but not activated.
- Wrote an IAP for the Albatwitch Festival on Saturday, October 8. The EOC was active for 8 hours with no events.
- Wrote an IAP for the Mardi Gras parade on Thursday, October 27. The EOC was fully operational for this event for 5 hours with 3 minor events.
- I've been selected to represent the EMCs on a planning committee with LEMA & PEMA for Community Resource Centers during radiological emergencies.
- Attended a tour of the Taylor School Campus on Tuesday, October 4.
- Attended the Lancaster County Local Emergency Planning Committee (LEPC) meeting on Thursday, October 6.
- Took a tour of LEMA's EOC with Chief Brommer & Mark Stivers
- Attended the LCPSTC Foundation Board Meeting on Thursday, October 2

COVID-19

• Continuing to provide weekly COVID-19 updates to the emergency services (EMA, police, fire & EMS), borough council, the mayor, borough manager & department heads, school district superintendent, and some other applicable organizations. The report information is only being updated weekly by the state for state and local statistics.

Miscellaneous Information

- Still awaiting word on the request for ARPA funding to acquire a mobile EOC unit, with the intention of acquiring some of the equipment that may someday be used in a permanent facility to serve the needs of the borough.
- Participated in the following Training in October:
 - LEMA training for EMC's PEMA discussion of new EMC requirements (2-hours)

Columbia Emergency Management Agency Report for October 2022

Acronyms

- LEMA Lancaster County Emergency Management Agency
- PEMA Pennsylvania Emergency Management Agency
- EMC Emergency Management Coordinator
- LCPSTC Lancaster County Public Safety Training Center
- IAP Incident Action Plan
- EOC Emergency Operations Center
- CBSD Columbia Borough School District
- EMA Emergency Management Agency
- EMS Emergency Medical Services
- OLA Our Lady of the Angels
- ARPA American Rescue Plan Act

Respectfully,

Jay Barninger, CESCO

Emergency Management Coordinator (EMC)

November 4, 2022 11:30 AM

BOROUGH OF COLUMBIA Check Register By Check Date

Page No: 1

Range of Checking Repor			e of Check Dates: 11/10/22 Detail Check Typ		Manual: Y Dir Deposit: Y
Check # Check Dat PO # Item		Amount Paid	Charge Account	Account Type	Reconciled/Void Ref Num Contract Ref Seq Acc
	GENERAL FUND BERGE005 Bergeys Truck Centers HDV15 - Mack GU B13	165.00	01-430-375 Maintenance & Repairs of	Expenditure Equipment	629 55 :
	BOBCA005 Bobcat Fuel Filter w/Separator	20.88	01-430-375	Expenditure	629 59 1
22-01221 2	Coupler		Maintenance & Repairs of 01-430-375 Maintenance & Repairs of	Expenditure	60
	BTSP0005 B&T Sportswear	69.50			629
	codes		01-413-238 Clothing Allowance (Code 01-413-238	Expenditure Enf) Expenditure	89 : 90 :
	codes	53.98	Clothing Allowance (Code 01-413-238 Clothing Allowance (Code	Enf) Expenditure	91
22-01232 4	admin	28.20	01-402-340 Printing & Advertising	Expenditure	92
22-01232 5	admin	71.81	01-402-340 Printing & Advertising	Expenditure	93 :
	CINTA005 Cintas Corporation #59H	07 25	01 420 220	-	629
	Uniforms Public Wo #4134032657 Uniforms Public Wo #4134717268		01-430-238 Highway Uniform Cleaning 01-430-238	Expenditure Expenditure	4 : 5 :
	Uniforms Public Wo #4135410519		Highway Uniform Cleaning 01-430-238	Expenditure	24
		261.75	Highway Uniform Cleaning		
, ,	CLEVE005 CLEVELAND BROTHERS EQUIF HDA43 Cat Loader 938M		01-426-102 Recycling Maintenance of	Expenditure Equip. & Bldgs	629 36
	COLUMOO5 Columbia Motor Parts Sweeper HDV27	21.46	01-430-375	Expenditure	629 61
22-01222 2	Leaf Machine HDA14	10.55	Maintenance & Repairs of 01-430-375 Maintenance & Repairs of	Expenditure	62
22-01222 3	Oil & Oil filter HDV6A	68.96	01-430-375 Maintenance & Repairs of	Expenditure	63
22-01222 4	Battery, brush HDV24	172.18	01-430-375 Maintenance & Repairs of	Expenditure	64
22-01222 5	Hydraulic hose, fittings HDA2	65.59	01-430-375 Maintenance & Repairs of	Expenditure	65 3

November 4, 2022 11:30 AM

BOROUGH OF COLUMBIA Check Register By Check Date

Pa	ge No:	2	

Check # Check PO # I		e Vendor Description	Amount Paid	Charge Account	Account Type	Reconciled/\ contract		
)1 GENERAL FU			Continued					
41113 Columb 22-01222		otor Parts Continued Fuel, Air, Oil filters HDV3	193.03		Expenditure		66	
22-01222	7	EM Cloth	24.61	Maintenance & Repairs of Ed 01-429-373	Expenditure		67	
	-	556.38	WWTP, Building & Property N	la intenance				
41114 11/10 22-01244		CSDAV005 CS Davidson Inc river park III cds	1,195.33	18-465-001 Columbia River Park - Phase	Expenditure 3		62 129	29
41115 11/10 22-01186		DIXIEOO5 Dixie Land Energy 87 Gas 230.1 gals @ 3.3518	771.25	01-430-231	Expenditure		62 6	29
22-01186	2	federal lust tax	0.23	Fuel, Vehicles 01-430-231 Fuel Vehicles	Expenditure		7	
22-01186	3	federal spill tax	0.44	Fuel, Vehicles 01-430-231 Fuel, Vehicles	Expenditure		8	
22-01186	4	Diesel 250.6 gals @ 5.0353	1,261.85	01-430-231 Fuel, Vehicles	Expenditure		9	
22-01186	5	federal lust tax	0.25	01-430-231 Fuel, Vehicles	Expenditure		10	
22-01186	6	federal spill tax	0.54	01-430-231 Fuel, Vehicles	Expenditure		11	
22-01186	7	87 Gas 144.3 glas @ 3.2605	470.49	01-430-231 Fuel, Vehicles	Expenditure		12	
22-01186	8	federal lust tax	0.14	01-430-231 Fuel, Vehicles	Expenditure		13	
22-01186	9	federal spill tax	0.28	01-430-231 Fuel, Vehicles	Expenditure		14	
22-01186	10	Diesel 72 gals @ 5.3837	387.63	01-430-231 Fuel, Vehicles	Expenditure		15	
22-01186	11	federal lust tax	0.07	01-430-231 Fuel, Vehicles	Expenditure		16	
22-01186	12	federal spill tax	0.15	01-430-231 Fuel, Vehicles	Expenditure		17	1
22-01199	1	87 Gas 226.4 gals @ 3.1444	711.89	01-430-231 Fuel, Vehicles	Expenditure		25	1
22-01199	2	federal lust tax	0.23	01-430-231 Fuel, Vehicles	Expenditure		26	
22-01199	3	federal spill tax	0.44	01-430-231 Fuel, Vehicles	Expenditure		27	-
22-01199	4	Diesel 271.1 gals @ 5.0726	1,375.18	01-430-231 Fuel, Vehicles	Expenditure		28	-
22-01199		federal lust tax	0.27	01-430-231 Fuel, Vehicles	Expenditure		29	-
22-01199	6	federal spill tax		01-430-231 Fuel, Vehicles	Expenditure		30	1
			4,981.91					

November 4, 2022 11:30 AM

BOROUGH OF COLUMBIA Check Register By Check Date

Check # Check Dat PO # Item		Amount Paid	Charge Account	Account Type	Reconciled/Void Ref Nur Contract Ref Seq Ad
01 GENERAL FUND	GENERAL FUND Cont	inued			
	DOGLAOO5 PA Dept of Agriculture 2023 Kennel License Applic.	25.00	01-410-228 Animal Control & Shelter Fe	Expenditure es	625 33
	EDCFI005 EDC Finance Corporation pa business in our sites	154.00	18-450-001 McGinness Airport Developem	Expenditure ent Project	629 73
	ELAGR005 ELA Group Inc mcginness infrastructure impro	2,957.50	18-450-001 McGinness Airport Developem	Expenditure ent Project	629 72
41119 11/10/22	EXECU005 Executive Image Solutior	IS			629
22-01238 1	battery backup	2,336.40	01-402-312 IT Contracted Services	Expenditure	113
22-01238 2	battery for hp pavilion	43.36	01-402-312	Expenditure	114
22-01238 3	dell latitude laptop	1,020.00	IT Contracted Services 01-402-312 IT Contracted Services	Expenditure	115
22-01238 4	service call p armold pd	125.00	01-402-312 IT Contracted Services	Expenditure	116
		3,524.76	IT contracted services		
	FRICK005 Fricke Hardware & Rental Cable Ties		01-410-200	Expenditure	629 21
22-01234 1	Propane Tank 30 lb refill	24.00	Police Equipment & Supplies 01-430-245	Expenditure	97
22-01234 2	Grass Seed	22.99	Highway Supplies 01-430-200	Expenditure	98
22-01234 3	Batteries	17.99	Operating Supplies 01-430-200	Expenditure	99
22-01234 4	Duct tape	12.99	Operating Supplies 01-430-200 Operating Supplies	Expenditure	100
22-01236 1	Glass Repair POLICE	60.48	01-410-376	Expenditure	104
22-01236 2	Fasteners Columbia Crossing	13.71	Maintenance & Repair, Polic 01-454-378	Expenditure	105
22-01236 3	Duct tape	12.99	Columbia Crossings, Buildin 01-454-378	Expenditure	106
22-01236 4	Door Stop	9.99	Columbia Crossings, Buildin 01-410-610	g/Prop Maint. Expenditure	107
22-01236 5	Utility Knife	3.29	Maintenance & Repair of Bui 01-409-370	lding Expenditure	108
	Router Bits; roller & tray		Maintenance & Repair of Bui 01-410-610	lding Expenditure	109
		281.66	Maintenance & Repair of Bui	laing	
	GEMMIOO5 DE Gemmill Cones for Mardi Gras Parade	100.00	01-410-200 Police Equipment & Supplies	Expenditure	625 43

Police Equipment & Supplies

Check # Cho PO #		te Vendor Description	Amount Paid	Charge Account	Account Type	/oid Ref Num Ref Seq Acc
		GENERAL FUND C GOODT005 Good Transport Servic	ontinued es, Inc			629
22-0121		Tongue Leaf Machine HDA14		01-430-375 Maintenance & Repairs of E	Expenditure	56
22-0121	92	Parking Brake Knob HDV3	28.80	01-430-375 Maintenance & Repairs of E	Expenditure	57
		-	34.77			
41123 11, 22-01229		GORMAOO5 Gorman Distributors, trash liner 60 gallon black		01-409-226 Cleaning Supplies	Expenditure	629 82
22-0122	92	trash liner 33 gal clear	60.52	01-409-226	Expenditure	83
22-0122	93	paper towel	33.76	Cleaning Supplies 01-409-226 Cleaning Supplies	Expenditure	84
22-0122	94	delivery charge	1.00	01-409-226 Cleaning Supplies	Expenditure	85
		-	155.08	J J J J J J J J J J J J J J J J J J J		
41124 11, 22-0123		GTDISOO5 GT Discount Auto Part Diesel Engine Fluid		01-430-375 Maintenance & Repairs of E	Expenditure	629 94
22-0123	32	Diesel Engine Fluid	74.94	01-430-375	Expenditure	95
22-0123	33	Batteries HDV3 Tanker Truck	364.96	Maintenance & Repairs of E 01-430-375 Maintenance & Repairs of E	Expenditure	96
		-	498.66		quipmene	
41125 11, 22-01220		GUARD005 Guardian Alliance Tec Software Lic for Invest Applic		01-410-317 Contracted Services	Expenditure	629 58
41126 11, 22-0118		GUTHLOO5 Guth Laboratories, In Premix Solution		01-410-200 Police Equipment & Supplie	Expenditure s	629 19
		HATHOOO5 H A Thomson Co treasurer bond renewal	1,426.00	01-409-352 Insurance Premium Expenses	Expenditure	629 69
41128 11, 22-0120		HAVER005 Haverstick Bros, Inc Tach Coat Machine	119.68	01-430-375 Maintenance & Repairs of E	Expenditure quipment	629 31
		JAMESOO5 James R Wolpert Meter Maint/Repairs 10/2022	200.00	01-410-375 Maintenance & Repair, Park	Expenditure ing Meters	629 42
41130 11, 22-0119		JAMESO20 James Guerin cited ticket #241119	REFUND 20.00	01-331-300 Parking Fines	Revenue	629 22

Check # Check Dat PO # Item	e Vendor Description	Amount Paid	Charge Account	Account Type	Reconciled/\ Contract		
	GENERAL FUND Cor JEFFR010 Jeffrey & Milagros Emer <mark>Appeal Fee Return-525 Manor</mark>		01-380-001 Miscellaneous Revenue	Revenue			29
	LANCA010 Lancaster County Solid Dump Trash #3000387287		01-409-365 Trash Disposal Services	Expenditure			29
	LANCA025 Lancaster Avenue Garage Insp/Emiss/Filter/Lube PD#1		01-410-376 Maintenance & Repair, Police	Expenditure e Vehicles		62 3	29
	LANCA070 Lancaster County Treasu October2022 County Tax Portion		01-200-201 Lanc Co RE Tax Payable	G/L			29
41135 11/10/22 22-01230 1	LEAF0005 Leaf admin copier	146.64	01-402-317 Contracted Services	Expenditure		62 86	29
22-01230 2	admin copier insurance	14.17 160.81	01-402-317 Contracted Services	Expenditure		87	
	MJR SEI-Stephenson Equipmer HDV27 Gutter Brooms		01-430-375 Maintenance & Repairs of Equ	Expenditure uipment			29
	MRMWOOO5 MRM Workers' Comp Fund Work Comp - ADMIN	196.68		Expenditure		62 48	29
22-01217 2	Work Comp - BLDG PROP	7.46	Employee Workers Compensation 01-409-195 Employee Workers Compensation	Expenditure		49	
22-01217 3	Work Comp - POLICE	8,794.43	01-410-195 Employee Workers Compensatio	Expenditure		50	
22-01217 4	Work Comp - CODES	29.84	01-413-195 Employee Workers Compensatio	Expenditure		51	
22-01217 5	Work Comp - CODES	-	01-414-195 Employee Workers Compensatio	Expenditure on Insurance		52	
22-01217 6	Work Comp - HWY PW	4,824.87	01-430-195 Employee Workers Compensatio	Expenditure on Insurance		53	
22-01217 7	Work Comp - MRKT HOUSE	7.46	01-444-195 Employee Workers Comp Insura	Expenditure ance		54	
	MUNICOO5 MUNICIPAL FINANCE PARTM 2023 mmo work police pension		01-402-316 Pension Services	Expenditure		62 70	29
22-01225 2	2023 mmo work non uniform pens 	500.00	01-402-316 Pension Services	Expenditure		71	

November 4, 2022 11:30 AM

BOROUGH OF COLUMBIA Check Register By Check Date

Check # Check Dat PO # Item	te Vendor Description	Amount Paid	Charge Account	Account Type	Reconciled/Void Ref N Contract Ref Seq /	
01 GENERAL FUND	GENERAL FUND	Continued				
41139 11/10/22	PORTE005 PORTER LEE CORP				62	529
22-01154 1	Evidence labels/ribbon	137.21	01-410-200 Police Equipment & Supplie	Expenditure es	2	
41140 11/10/22	PPLELOO5 PPL Electric Utilitie	es Corn			6	529
	1020 manor st		18-450-001 McGinness Airport Develope	Expenditure ement Project	119	, , , , , , , , , , , , , , , , , , , ,
41141 11/10/22	PRINCOO5 Principal Life Insura	ance Compa			6	529
	POLICE MMO 2022 - BALANCE		01-410-197 Employee Pension Contribut	Expenditure cions (Uniform)	130	, , , , , , , , , , , , , , , , , , , ,
41142 11/10/22	PSAB0005 PSAB				6	529
	1/01/22-12/31/23	450.00	01-402-300 Conference & Training	Expenditure	88	
41143 11/10/22	QUALIO10 Quality Digital Offic	ce Solutio			6	529
	contract usage 92022-101922		01-402-317	Expenditure	101	
22-01235 2	contract usage 92022-101922	5.00	Contracted Services 01-402-317 Contracted Services	Expenditure	102	
22-01235 3	contract usage 92022-101922	142.69	01-410-317	Expenditure	103	
		424.70	Contracted Services			
41144 11/10/22	RILEI005 Rileighs Outdoor Deco	ot WILL BE	REIMBURSED for cost		6	529
	Bands for hanging banners		01-430-200 Operating Supplies	Expenditure	46	0
41145 11/10/22	RIVER015 River Valley Disposa	1			6	529
	boro office & market house		01-409-365 Trash Disposal Services	Expenditure	74	
22-01228 2	boro office & market house	210.00	01-409-365	Expenditure	75	
22-01228 3	boro office & market house	30.00	Trash Disposal Services 01-409-365	Expenditure	76	
22-01228 4	boro office & market house	64 00	Trash Disposal Services 01-409-365	Expenditure	77	
22 01220 4		04.00	Trash Disposal Services	Expenditure	11	
22-01228 5	boro office & market house	343.25	01-409-365 Trash Disposal Services	Expenditure	78	
22-01228 6	boro office & market house	51.78	01-409-365	Expenditure	79	
22-01228 7	columbia crossing	220.50	Trash Disposal Services 01-454-377	Expenditure	80	
	columbia crossing	17.64	Columbia Crossings, Contra 01-454-377 Columbia Crossings, Contra	acted Services Expenditure	81	
		942.17	Corumbra Crossings, Collera			
11116 11/10/00	DSUDIONS D S Hallingan & Can				C'	529
41146 11/10/22	RSHOLOO5 R S Hollinger & Son,	TUC			6.	29

41146 11/10/22 RSHOL005 R S Hollinger & Son, Inc 22-01197 1 ExMark Lawn Mower

11,965.10 18-430-754 Expenditure Zero Turn Lawn Mower

629 23 1

P0 #		e Vendor Description	Amount Paid	Charge Account		Reconciled/V Contract		
			ontinued					
		SIGCONTR Signal Control Product						29
22-00873	1 1	Flashing Light Replacement	4,695.00				1	
				Maintenance & Repairs of Eq	uipment			
1148 11,	/10/22	SIGNA005 Signal Service Inc					67	29
22-01207	7 1	RWA6 3rd & Locust Sts	65.00	01-433-374	Expenditure		37	
22-01202	7 2	RWA6 3rd & Locust Sts	45.00	Traffic Lights, Maintenance 01-433-374	Expenditure		38	
22 01201	L		43.00	Traffic Lights, Maintenance			50	
22-01207	73	RWA6 3rd & Locust Sts	164.25	01-433-374	Expenditure		39	
22 0120.	7 4	$p_{\rm WA12}$ 15th q $p_{\rm H}$ 462 Lang Ave	07 50	Traffic Lights, Maintenance			40	
22-01207	/ 4	RWA12 15th & Rt 462 Lanc Ave	97.50	01-433-374 Traffic Lights, Maintenance	Expenditure		40	
22-01202	75	RWA12 15th & Rt 462 Lanc Ave	67.50	01-433-374	Expenditure		41	
				Traffic Lights, Maintenance				
22-0121	1 1	RWA15 Lanc Ave & Locust St	4,740.25	01-433-374 Traffic Lights, Maintenance	Expenditure		44	
		_	5,179.50	IFAILIC LIGHTS, MAINTENANCE				
			-,					
		SNYDE015 Snyder Brothers INC 137 s front st	42 52	01 400 204	Evin and the ma		62 1 2 5	
22-01243	5 I	137 S TROIL SL	42.33	01-409-364 137 S Front, Rebillable Pro			125	
22-01243	32	308 locust st	1.15	01-409-362			126	
22 0124		200 - 1	1 15	308 Locust St., Natural Gas			107	
22-01243	5 5	308 R locust st	1.15	01-409-362 308 Locust St., Natural Gas			127	
22-01243	3 4	5 front st	10.37	01-429-362			128	
		_		WWTP, Natural Gas Usage	·			
			55.20					
		SUPER005 Super Shoe Stores					62	2
22-0118	7 1	#6010-104640 Wilson work wear	89.96	01-409-239	Expenditure		18	
				Clothing Allowance (Janitor	ial)			
1151 11,	/10/22	TACTIOO5 Tactical Wear					62	29
22-01204		Police Uniforms/Frank Ember	970.13	01-410-238	Expenditure		34	
22 01201	- 1		152 10	Police Uniforms and Dry Cle			25	
22-0120) I	Dutyguard Pullover/N. Miller	103.19	01-410-238 Police Uniforms and Dry Cle	Expenditure		35	
		—	1,123.32	for the on thomas and bry cre	unng			
1153 11	/10/วว	VERIZOO5 Verizon Wireless JET	PACKS				62	2
22-0124		09/18/22-10/17/22		01-410-321	Expenditure			12:
				Police, Phone - Cell, Landl				
1152 11	/10/ንን	VLTRA005 V L Tracey Sales					62	2
22-01242		toilet tissue	99.95	01-444-226	Expenditure		121	۷:
				Supplies	·			
22-01242	2 2	bleached roll towels	52.01	01-444-226	Expenditure		122	
		bleached quilted roll towel	50 50	Supplies 01-409-226	Expenditure		123	
22-01242))							

November 4, 2022 11:30 AM

песк # спе РО #		e Vendor Description	Amount Paid	Charge Account	Account Type	Reconciled/V Contract		
1 GENERAL	FUND	GENERAL FUND Cor	ntinued					
41153 V L 22-01242		Sales Continued lobby master dust pan	19.38	01-409-226	Expenditure		124	
		_	221.84	Cleaning Supplies				
41154 11/ 22-01239		WIZAROO5 Wizard Lock & Safe Co ma3 ka 2174	164.64	01-402-210 Office Equipment & Supplies	Expenditure		6 117	29
22-01239) 2	mas ka 3371	329.28	01-413-220	Expenditure		118	
		_	493.92	Operating Supplies				
41155 11/ 22-01237		YARNE005 Yarnell/Choice/B Safe service labor	165.00	01-444-373 Market House, Maintenance o	Expenditure		6 110	29
22-01237	2	fuel surcharge	10.00	01-444-373	Expenditure		111	
22-01237	7 3	network verizon lite fire comm	352.80	Market House, Maintenance o 01-444-373	Expenditure		112	
			527.80	Market House, Maintenance o	f Building			
1156 11/ 22-01223		YORKC005 York County SPCA spay/neuter clinic oct 2022	260.00	01-413-540 TNR	Expenditure		6 68	29
41157 11/ 22-01248		ENTEROO5 Enterprise Fleet Manage Monthly Vehicle Lease-POLICE		received new police vehicle 01-410-471 Enterprise 2022, Lease Prin	Expenditure		6 1	31
22-01248	3 2	Monthly Vehicle Lease-POLICE	5,284.79	01-410-471 Enterprise 2022, Lease Prin	Expenditure		2	
22-01248	3 3	Monthly Vehicle Lease-CODES	330.59	01-413-471	Expenditure		3	
22-01248	3 4	Monthly Vehicle Lease-HWY PW	478.08	Enterprise 2021, Lease Prin 01-430-471	Expenditure		4	
22-01248	3 5	Monthly Vehicle Lease-HWY PW	991.82	Enterprise 2021, Lease Prin 01-430-471	Expenditure		5	
		_	13,665.67	Enterprise 2021, Lease Prin	cipal - P.W.			
necking Ac		Totals <u>Paid</u> <u>Void</u> Checks: 50 0 rect Deposit: 0 0 Total: 50 0	Amount F 145,691 C 145,691	42 0.00 0.00 0.00				
	/10/22	PLGIT LIQUID FUELS HIGHW005 Highway Materials #57846-North 11th St	1,183.98	35-439-085	Expenditure		6 1	30
22-01189) 2	#57847-North 11th St	1,184.64	Current Year Street Paving 35-439-085	Expenditure		2	
22-01189) 3	#57864-North 11th St	1,183.32	Current Year Street Paving 35-439-085 Current Year Street Paving	Expenditure		3	

	e Vendor Description	Amount Paid	Charge Account	Account Type	Reconciled/Voi Contract R		
		Continued					
575 Highway Ma	terials Continued						
22-01189 4	#57871-North 11th St	1,184.64	35-439-085			4	
			Current Year Street Pav	ing Projects			
22-01189 5	#57878-Various patchwork	198.21	35-439-085			5	
			Current Year Street Pav	ing Projects			
22-01189 6	#58033-1100 bk Chestnut St	1,183.32	35-439-085	Expenditure		6	
			Current Year Street Pav	ing Projects			
22-01189 7	#58043-1100 bk Chestnut St	1,185.30	35-439-085			7	
		,	Current Year Street Pav	ing Projects			
22-01189 8	#58051-1100 bk Chestnut St	786.25	35-439-085			8	
			Current Year Street Pav			•	
22-01190 1	#336555-1100 bk Chestnut St	1,604,30	35-439-085			9	
		_,	Current Year Street Pav			•	
22-01190 2	#336558-1100 bk Chestnut St	1,635,58	35-439-085			10	
		1,000100	Current Year Street Pav			10	
22-01190 3	#58061-1100 bk Chestnut St	1 183 98	35-439-085	Expenditure		11	
	"JOODI IIOO DK Chesenae Se	1,105.50	Current Year Street Pav			11	
22-01190 4	#58065-1100 bk Chestnut St	1 /10 07	35-439-085			12	
4	#JOOD-IIO DK CHESCHUL SL	1,413.07	Current Year Street Pav			12	
22-01190 5	#58066-1100 bk Chestnut St	1 / [1 22	35-439-085			13	
22-01190 3	#30000-1100 DK CHESCHUL SL	1,401.00				13	
DD 01100 C	#59071 1100 bl/ chastrut ct	1 105 20	Current Year Street Pav			14	
22-01190 6	#58071-1100 bk Chestnut St	1,185.30	35-439-085			14	
		1 110 07	Current Year Street Pav			15	
2-01190 7	#58074-1100 bk Chestnut St	1,419.07		Expenditure		15	
			Current Year Street Pav				
22-01202 1	#58065H 1100 bk Chestnut St	145.46		Expenditure		16	
			Current Year Street Pav				
22-01202 2	#58066H 1100 bk Chestnut St	148.77		Expenditure		17	
			Current Year Street Pav				
22-01202 3	#58074Н 1100 bk Chestnut St	145.46		Expenditure		18	
			Current Year Street Pav	ing Projects			
22-01202 4	#58287 Various Patchwork	397.08	35-439-085	Expenditure		19	
			Current Year Street Pav	ing Projects			
22-01202 5	#58305 Various Patchwork	133.68	35-439-085	Expenditure		20	
			Current Year Street Pav	ing Projects			
22-01216 1	#58554 Various Patchwork	527.46	35-439-085	Expenditure		23	
			Current Year Street Pav				
22-01216 2	#58559 Various Patchwork	196.89	35-439-085	Expenditure		24	
			Current Year Street Pav				
		19,683.09					
576 11/10/22	SIGNA005 Signal Service Inc					63	30
	Annual Maintenance - 2022	4,550,00	35-433-001	Expenditure			
· - •		.,	Traffic Control Devices				
22-01212 2	Annual Maint-2022 extra pm wor	217 00	35-433-001	Expenditure		22	
	Allina Partic 2022 CACIA pii WOI	211.00	Traffic Control Devices				

Check # Check Date Vendor PO # Item Description			Amount Paid Charg	e Account	Account Type	/oid Ref Num Ref Seq Acct
35 LIQUID FUELS PLGIT LIQUID F Checking Account Totals Checks: Direct Deposit: Total:	UELS Paid 2 0 2	Cont 0 0 0	inued <u>Amount Paid</u> 24,450.09 0.00 24,450.09	Amount Void 0.00 0.00 0.00		
Report Totals Checks: Direct Deposit: Total:	Paid 52 0 52	<u>0</u> 0 0	Amount Paid 170,141.51 0.00 170,141.51	Amount Void 0.00 0.00 0.00		

otals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
NERAL FUND BBT	2-01	118,316.23	45.00	11,039.76	129,400.99
TAL FUND	2-18	16,290.43	0.00	0.00	16,290.43
WAY AID FUND	2-35	24,450.09	0.00	0.00	24,450.09
Tota	al Of All Funds:	159,056.75	45.00	11,039.76	170,141.51

Totals by Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND BBT	01	118,316.23	45.00	11,039.76	129,400.99
CAPITAL FUND	18	16,290.43	0.00	0.00	16,290.43
HIGHWAY AID FUND	35	24,450.09	0.00	0.00	24,450.09
	Total Of All Funds:	159,056.75	45.00	11,039.76	170,141.51

BOROUGH OF COLUMBIA Breakdown of Expenditure Account Current/Prior Received/Prior Open

Fund Description		Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND BBT		2-01	118,316.23	0.00	0.00	0.00	118,316.23
CAPITAL FUND		2-18	16,290.43	0.00	0.00	0.00	16,290.43
IGHWAY AID FUND		2-35	24,450.09	0.00	0.00	0.00	24,450.09
	Total Of All Funds:	_	159,056.75	0.00	0.00	0.00	159,056.75

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: 11/10/2022

DEPARTMENT: Police Department

TITLE: Columbia Masonic Lodge No. 286 Annual Santa Parade

<u>SUMMARY</u>: Permission requested for the Columbia Masonic Lodge No. 286 to host the annual Santa Parade on Saturday, November 26, 2022 beginning at 8:30am, beginning at the Columbia Fire Department on Manor Street, continuing to 4th Street, from 4th Street to Union Street, from Union Street to 3rd Street and from 3rd Street to Locust Street, and ending at 3rd and Locust Streets.

BACKGROUND AND JUSTIFICATION: This is an annual event which has been very successful over past years. The organizer, Steve Henry, together with Don Murphy and Chief Ryno are working together to make the parade a success.

<u>MOTION</u>: To consider approval for the Columbia Masonic Lodge No. 286 to host the annual Santa Parade on Saturday, November 26, 2021, beginning at 8:30am. The parade will begin at the Columbia Fire Department on Manor Street, continuing to 4th Street, from 4th Street to Union Street, from Union Street to 3rd Street and from 3rd Street to Locust Street, and ending at 3rd and Locust Streets.

ATTACHMENT(S):

• Certificate of Insurance naming Columbia Borough as an additional insured.

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0

- B. Recommended Sources of Funds/Summary of Fiscal Impact:
- C. Department Fiscal Review:
- D. Legal Review:



LEO S. LUTZ Mayor HEGTHER ZINK Borough Council President EVON M. GOBEL Solicitor MARK E. STIVERS Borough Manager

SPECIAL EVENT PERMIT APPLICATION

Non-Profit: X Yes No Date Request Submitted: 10 30 33-
Organization Name: Columbia Masonic Lodge No. 386 Representative Name: Steve Henry Q
Address: 430 Walnut Street Col la 17572 Phone #: 717 278 8732 Email: Secuperandlodge. org
Name of Event:
Describe Event Activities: Fire trucks, Possibly some walkers bringing Suta into Columbia Bow
Event Date(s) Time of Event Times (Including Setup/Tear Down)
11 26 2022 (Rain Date) NA Parade Stort@ 8:30 AM - forms @ CBFD
Anticipated Attendance: Are you charging a fee to participate? <u>NO</u> If so, how much?
Site Requested: (Please see Special Event Policies and Procedures for a list of available sites)
If using Borough Street(s) (i.e 3 rd St from Locust to Chestnut): Many FH from Manax St to <u>At Street</u> and
At Street from to Union St and Union St from 3rd st to Locust St Ends (a
Equipment/Personnel Required: X Police Services Custodian Highway Personnel

Please Note:

- The Borough has the right to assign additional security and other personnel as needed. Your organization may be subject to fees for these
 services as well as other fees incurred by the Borough. (Please refer to the current Columbia Borough Fee Schedule which is available on our
 website (www.columbiapa.net).
- Clean-up and removal of all trash produced at an event is the responsibility of the event host. Failure to remove all trash could result in
 additional fees as well as a fine of up to \$500.00.
- A Certificate of Insurance must be submitted with the application and must be submitted to the Columbia Borough Police Department at least 60 days prior to the event date. Minimum coverage of \$500,000.00 for bodily injury and \$500,000.00 for property damage (must show Columbia Borough as additional insured).
- Two Certificates of Insurance are required for events involving a state-owned road (one showing Columbia Borough as an additional insured and a second showing PennDot as an additional insured). The Facilities Use Application and Insurance Certificate must be submitted at least 60 days prior to the event date.

Borough of Columbia • Incorporated 1814 • Reincorporated 1866 308 Locust Street, Columbia, PA 17512 • 717-684-2467 • COLUMBIAPA NET I hereby certify hereby certify that I have read, understand, and agree to adhere to this policy of Columbia Borough concerning Use of Facilities. Further, my organization forever releases Columbia Borough, Mayor, Council Members, Columbia Borough Officials, their doctors, agents, employees and servants from all claims, actions, and charges whatsoever arising out of the event(s) conducted on the above-mentioned dates(s) for which the application is submitted. My organization will defend all actions, suits, complaints, or legal proceedings of any kind brought against the Borough and any of its agents, servants, or employees and further will hold harmless and indemnify the said, Mayor, Council Members, and Borough Officials from any expenses, judgments or decrees recovered against them as a result of said use of these facilities. The provisions of this Application and this paragraph extend to the applicant's successors, assigns, heirs, and personal representatives

RESPONSIBLE ORGANIZATION OFFICIAL: (Name - PLEA F PRINT

APPROVAL SIGNATURES

Borough Manager _____ Mark Stivers, Borough Manager Date _____

Police Chief Jack Brommer Date

(Signature)

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: November 10, 2022

DEPARTMENT: Administration

TITLE: Consider authorizing staff to enter into an agreement with ECS Mid-Atlantic, LLC for supplemental Geotechnical Engineering services to support ELA and the development of their stormwater management plan for the McGinness Innovation Park development.

BACKGROUND AND JUSTIFICATION: With the award of the BIOS funding, additional geotechnical testing is now required based on the concept plan for the location of the storm water facilities.

MOTION: Motion to Authorize staff to execute the contract with ECS Mid-Atlantic, LLC for supplemental geotechnical services for the amount of \$44,000.

FISCAL IMPACT ANALYSIS

Fiscal Years	2022	2023	2024	2025	2026
Operating Expense (F01)	0	0	0	0	0
Capital Expense (F18)	\$44,000	0	0	0	0
Capital Expense (F30)	0	0	0	0	0
Liquid Fuels Exp. (F35)	0	0	0	0	0
External Revenues (Grants)	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$44,000	0	0	0	0

A. Five Year Summary of Fiscal Impact:

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Account Number	Account Description	FY22 Budget	Current Balance	Agenda Expenditure	Balance
18-450-001	McGinness Airport Development Project	1,000,000	\$748,162.22	\$44,000	\$704162.22

ATTACHMENT(S):

• Proposed Agreement from ECS





ECS Mid-Atlantic, LLC

Proposal to Provide Geotechnical Engineering Services

McGinness Airfield Development Stormwater Management Infiltration Testing and Site Exploration

Manor Street Columbia Borough, Lancaster County, Pennsylvania

ECS Proposal Number 18:8209-GP REV



October 26, 2022

Mr. Mark Stivers Columbia Borough 308 Locust Street Columbia, PA 17512

ECS Proposal No. 18:8209-GP REV

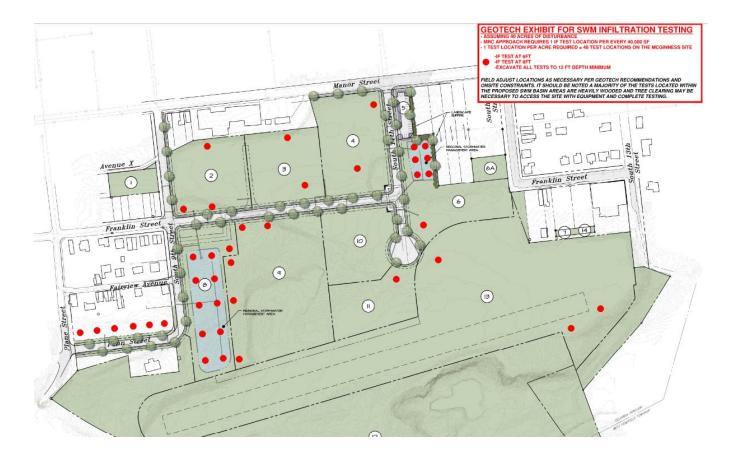
Reference: Proposal to Provide Geotechnical Engineering Services **McGinness Airfield Development Additional Infiltration Testing & Exploratory Probes** Columbia Borough, Lancaster County, Pennsylvania

Dear Mr. Stivers,

As requested, ECS Mid-Atlantic, LLC (ECS) is pleased to present this proposal for our supplemental Geotechnical Engineering Services associated with the proposed development. Our proposal is based upon the plan provided by ELA Group, Inc., our review of previous exploration data, our correspondence, the preliminary geotechnical exploration, and our experience with similar projects situated within this geographic and geologic setting.

PROJECT DESCRIPTION

As you are aware, ECS is working closely with the design team to provide geotechnical related consultation and testing services to further the project design, planning and cost estimating. Based on our most recent design team meeting, we understand that ELA Group, Inc. is preparing to continue with the overall master planning for the project, and more specifically, for the design of the stormwater management facilities for the site. As a part of that design process, ECS will be providing subsurface exploration and infiltration testing at 40 distinct test locations designated by ELA. The plan depiction of the planned stormwater related test locations is depicted below.



In addition, ECS will also provide some limited supplementary exploratory test pits across certain areas of the site to aide in the further delineation of unsuitable or organic fill materials that will require special handling or remediation during the mass earthwork sequence. The findings will be used to complement the findings of the Preliminary Geotechnical Engineering Report issued by ECS on June 17, 2021.

This exploration will aid in more thoroughly understanding of the on-site fill material in regard to the recommended remediation and/or ground improvement, and potential quantities of fill material which could be potentially reused at the site in current form versus requiring some level sorting, distribution, and/or processing.

SCOPE OF SERVICES

ECS has proposed a scope of work to gather information across the site to gain a more thorough understanding of the general soil profile and geologic conditions in order to guide and inform the team of development considerations. Our scope of work will include a subsurface exploration via test pits and infiltration testing, limited laboratory testing program, geotechnical engineering analysis, and preparation of a report.



The objective of our work will be to evaluate the subsurface conditions across the proposed improvements stormwater facilities to guide the stormwater design, and provide documentation of the conditions in the proposed stormwater facilities with the intent to support ELA in meeting the requirements of the PADEP stormwater design approval. The stormwater associated exploration and testing will include testing at 40 locations within proposed basin areas, with two infiltration tests performed in each test pit at target depths of 6 feet and 8 feet respectfully. Test depths may be adjusted in the field based on field conditions.

Supplemental test pits will also be performed in select areas of the site to further explore the subsurface conditions. The number of supplemental test pits will be a function of the number of days on-site, but is anticipated to be on the order of 15-25 additional test pits.

A large-tracked excavator will be mobilized to the site to perform limited clearing within wooded areas to facilitate accesss. The tracked excavator will also be utilized to explore the existing subsurface conditions to further classify the subsurface conditions relative to the infiltration of stormwater as well as to further delineate the fill materials in relation to general earthwork and environmental considerations. We anticipate the limited access clearing operation can be completed in 3 days, and the test pit operation including exploratory probes and infiltration test pits can be completed within a total duration of 13 days. Infiltration testing will be performed in general accordance with the PA BMP Manual Appendix C using the double ring or percolation testing methodology.

A summary of our services is as follows:

Field Exploration Services

- a. Field locate the test locations based on the site plan provided utilizing a hand-held GPS unit. Elevations will be interpolated from civil drawings, if available.
- b. Perform public utility notification through PA One-Call in an attempt to identify public utilities within the work area.
- c. Mobilize excavation equipment to the site.
- d. Provide full-time on-site supervision by ECS's Engineering Field Specialist.
- e. Perform 40 test pits for infiltration, with a total of 80 infiltration tests at depths not to exceed 8 feet.
- f. While the excavator is on-site, additional exploratory test pits for further characterization of the fill across the site will be performed. We estimate an additional 20-30 pits can be completed.
- g. Coordinate soil sampling with ECS Environmental team.

Laboratory Testing

ECS's in-house AMRL certified laboratory will conduct limited testing of soil samples from this project. Below is the proposed laboratory testing schedule which may be adjusted based on the materials encountered.

- a. Perform up to 25 Natural Moisture tests.
- b. Perform up to 5 Atterberg Limits tests.
- c. Perform up to 3 Gradation Analysis tests (wash sieve).
- d. Perform up to 2 Hydrometer tests.
- e. Perform up to 2 Standard Proctor Tests

GEOTECHNICAL ENGINEERING REPORT

Upon completion of the subsurface exploration and laboratory testing program, ECS will prepare a written geotechnical engineering report which presents our findings and recommendations. The comprehensive report will address the methodology utilized to evaluate the site and our recommendations for engineering parameters to be used in construction which will include the following items:

- a. A discussion of our understanding of the anticipated proposed construction including grading, anticipated building pad locations and elevations, and stormwater management facilities.
- b. Observations from our site reconnaissance including current site conditions, surface drainage features and surface topographic conditions. A site location diagram showing the extent of the project site will also be included.
- c. A review of the regional and published geologic conditions with their relevance to the project.
- Final logs will be prepared in accordance with the standard practice for geotechnical engineering.
 An exploration plan and coordinates of actual test locations will be included. Each log will include the surface elevation, depth of strata and exploration sample type, and water levels encountered.
- e. Results of the laboratory testing.
- f. Results of infiltration testing and general stormwater management design recommendations and considerations.
- g. Discussion of site preparation including depth, condition, and constituents of the existing fill, and over-excavation or applicable ground improvement methods, if applicable. Discussion will also elaborate on estimated amount and location of deleterious or unsuitable materials.
- h. Discussion of groundwater concerns relative to the planned construction, if any, will be summarized.



i. A discussion on anticipated ground improvement and/or remediation to provide support of potential buildings and infrastructure, including likely ranges of allowable soil bearing pressure and settlement considerations.

FEE

The following presents the cost associated with the scope of work provided above.

Field Coord. / Oversight / Logging of Test Pits / Infiltration Testing:	\$12,530.00
Limited Laboratory Testing:	\$1,470.00
Test Pit Excavator (Track Hoe) for Infiltration Testing and Exploration:	\$26,500.00
Geotechnical Analysis and Report:	\$3,500.00
TOTAL for Geotechnical Evaluation and Report:	\$44,000.00

In the event that unusual conditions are encountered that would require expansion/modification of our scope of services, we will contact you for authorization prior to proceeding. If required, these services will be provided on a time and materials basis in accordance with our standard hourly rates.

Personnel	
Geotechnical Field Specialist	\$ 70.00/hr
Project Manager	\$ 115.00/hr
Senior Project Manager	\$ 165.00/hr
Principal Engineer	\$ 200.00/hr
Mileage	\$ 0.68/mi

Schedule

Based on our current schedule, we anticipate that we can mobilize to the site to initiate field work within approximately 3 weeks from authorization. Field work is anticipated to not exceed 13 days in the field, followed by approximately 4-5 weeks to complete the laboratory testing and reporting. Field work is currently scheduled for late November 2022.

It should be noted that schedule may be affected by weather and/or site conditions. We have assumed that the site is accessible with conventional track mounted equipment.

UTILITY CLEARANCE AND SITE RESTORATION

We will contact PA 1 Call to locate underground utilities at the site; however, our experience indicates that PA 1 Call will not locate utilities beyond the point of distribution (meters or gauge points) on private property. We will coordinate our test locations based on PA 1 Call marking to an attempt to avoid any underground utilities.



If private utilities are a concern, ECS can provide a private utility locator for an additional fee. Contracting a private utility locator service is not a guarantee that all utilities within a work site will be identified; however, this service will lower the risk to the owner/client. ECS and our clients have had past success in avoiding utility conflicts by augmenting the PA 1 Call services with a private utility locator service. Private utility locator services can identify utility alignments that incorporate significant iron content in the conduit materials. However, private utilities possessing the higher likelihood of not being easily identifiable, beyond the point of distribution, include all utilities not containing significant ferrous (iron) content (examples would include but not be limited to most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, and irrigation lines).

Site restoration will be limited to backfilling each test location with excavation spoils to match existing grades. No other restoration is included with this proposal. ECS will not be responsible for crop damage, reseeding, or return trips to site to restore any backfill which has settled. Felled trees will be attempted to be kept to smaller trees and limited in number, but will be required. Felled trees will be pushed to the side of the access path. No restoration or erosion and sedimentation controls are included with this scope of work.

CLOSING

Invoices will be issued on a monthly basis and will provide a week by week breakdown of billing units, unless modified by request of the client. They are normally processed on or around the 10th of each month and represent costs incurred during the previous month. We request that payment be rendered within 30 days of receipt of the invoice. ECS reserves the right to assess a finance charge of 1.5% per month on the outstanding balance over 30 days.

Attached to, and an integral part of, our proposal, are our "General Conditions of Service." These conditions represent the current recommendations of GBA, the Consulting Engineers' Council, and the Geo-Institute of the American Society of Civil Engineers.

Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the enclosed copy to us.

This proposal is valid for 4 months from the date of issuance.

We are pleased to have this opportunity to offer our services and look forward to working with you on the project. If you have questions, please contact the undersigned at 717-767-4788.



Respectfully submitted,

ECS MID-ATLANTIC, LLC

Jesse 3 Derice

Jesse B. Derick Geotechnical Staff Project Manager jderick@ecslimited.com

J. Mutitie Canol

J. Matthew Carroll, P.E. Vice President <u>mcarroll@ecslimited.com</u>

Enclosures: Proposal Acceptance, Terms and Conditions



PROPOSAL ACCEPTANCE

S	Proposal No.: Scope of Work: Project: Jocation:	18:8209-GP REV Geotechnical Engineering McGinness Airfield Devel Columbia Borough, Lanca	opment – Additional Tes	
Client Signat	ure:		Date:	
Optional Serv	<u>vices</u>			
Hire Private U	Jtility Line Locator	(\$2,200):	Yes	🖵 No

Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

BILLING INFORMATION

(Please Print or Type)

Name of Client:
Name of Contact Person:
Telephone No. of Contact Person:
Party Responsible for Payment:
Company Name:
Person/Title
Department:
Billing Address:
Telephone Number:
Fax Number:
Client Project/Account Number:
Special Conditions for Invoice:
Submittal and Approval:

ECS offers a full array of services to assist you with *all* phases of your project, including but not limited to:

Phase I, II and III Environmental Site	Third Party Mechanical, Electrical,	Building Envelope, Roofing, and
Assessments	Plumbing Inspections Services	Waterproofing Inspection and
Archaeological Assessments	Geotechnical Engineering Services	Consultation
Wetlands Delineations	Construction Materials Testing	Pre- and Post-Construction
Asbestos/Lead Paint Services	Septic/Drainfield Design Services	Condition Assessments
·		Specialty Materials and
Indoor Air Quality Mold Services	LEED [®] Consulting Services	Forensics Testing

Please indicate any of the services you are interested in and a member of the ECS team will contact you to discuss how we can be of service to your project.



ECS MID-ATLANTIC, LLC TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS MID-ATLANTIC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

- 1.0 <u>INDEPENDENT CONSULTANT STATUS</u> ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants
- 2.0 <u>SCOPE OF SERVICES</u> It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S, agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

- 3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.
- 3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT's contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.
- 3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.
- 3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

- 4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.
- 4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.
- 4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.
- 5.0 INFORMATION PROVIDED BY OTHERS CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's Contractors, including such information that becomes incorporated into ECS documents.
- 6.0 <u>CONCEALED RISKS</u> CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

- 7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.
- 7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.
- 7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.
- 7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

- 8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.
- 8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.
- 8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

- 9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.
- 9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

- 10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.
- 10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.
- 10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.
- 10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.
- 10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified LiENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT's receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harnless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.
- 14.0 <u>CERTIFICATIONS</u> CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with

ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.
- 15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining alien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT and CLIENT's Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.
- 17.0 INSURANCE ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.
 - 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
 - 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

- 19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- 19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.
- 19.4 IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.
- 19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

20.0 CONSEQUENTIAL DAMAGES

- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.
- 21.0 SOURCES OF RECOVERY
- 21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 22.0 <u>THIRD PARTY CLAIMS EXCLUSION</u> CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

- 25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 <u>TIME BAR TO LEGAL ACTION</u> Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.
- 27.0 <u>ASSIGNMENT</u> CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignment shall acquire no rights as a result of the purported assignment or transfer.
- 28.0 <u>SEVERABILITY</u> Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- 29.0 <u>SURVIVAL</u> All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.

30.0 TITLES; ENTIRE AGREEMENT

- 30.1 The titles used herein are for general reference only and are not part of the Terms.
- 30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

RESOLUTION NO. 2022 - 42

A RESOLUTION OF BOROUGH COUNCIL OF THE BOROUGH OF COLUMBIA APPOINTING JOANNE PRICE TO THE BOROUGH OF COLUMBIA POLICE PENSION BOARD.

WHEREAS, The Borough of Columbia established the Police Pension Board by Ordinance 618 of 1989 to administer the Borough of Columbia Police Pension Fund in accordance with an agreement of trust entered into by the Borough Council of the Borough of Columbia and a corporate fiduciary; and

WHEREAS, Borough Council has the authority to appoint members to this Board in accordance with Chapter A225-10 of the Borough Code of the Borough of Columbia; and

WHEREAS, in accordance with Chapter A225-10 of the Code of Ordinances of the Borough of Columbia, the Board shall consist of five official members and two ex officio members. The official members shall be as follows: the Mayor and Chief of Police of the Borough, whose membership shall be concurrent with their respective tenure of office; one full-time member of the Borough Police Department, other than the Chief of Police, who shall be selected by a majority vote of the full-time police officers of the Borough and who shall serve for a term of two years; one member of the Borough Council, who shall serve for a term of two years from his appointment and during his tenure of office; and one citizen of the Borough to serve for a term of two years.

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Columbia hereby appoints Joanne Price to the Police Pension Board for a term of 2 years. As such, the term shall expire on December 31, 2024.

RESOLVED AND ADOPTED this 10 day of November 2022 by the Borough Council of the Borough of Columbia.

ATTEST:

Columbia Borough Council

Mark E Stivers Borough Manager and Secretary/Treasurer Heather Zink Borough Council President

LANCASTER AREA SEWER AUTHORITY

MINUTES OF REGULAR MEETING

September 22, 2022

The Regular Board Meeting of the Lancaster Area Sewer Authority was held on September 22, 2022 at 130 Centerville Road, Lancaster, Pennsylvania.

The following Board members were present in person: Barry Smith, Tom Huber, Ed Fisher, Derrick Millhouse and Bill Laudien. Board member Barry Kauffman was present via Zoom. Others present in person were Matt Crow of Hazen and Sawyer, Rob Linthicum of RK&K and Mike Schober of ARRO. Shazia Schilmiller of Black & Veach, Sus Johanson of Verily and Ed Barboe of Hazen and Sawyer were present via Zoom. LASA staff present in person included Scot Fertich, Mike Lehman, John Vilga, Don DeClementi, Brian Wilcox, Kristin Green and Steve Przybylski. LASA staff present via Zoom was Mike Kyle.

Mr. Smith, Chairman of the Board, called the meeting to order at 7:30 a.m.

Mr. Smith called for public comments and there were none.

Mr. Kyle, Executive Director introduced Shazia Schilmiller of Black & Veach and Sus Johanson of Verily who presented an informational outline on the WastewaterScan Program. Black and Vetch, on behalf of Verily, solicited LASA's participation in the program in which LASA would be compensated for providing influent samples from our treatment facility to Verily for analysis and presentation to the public related to the presence of SARS CoV-2 and other community health data.

Mr. Smith asked for approval of the minutes of the Regular Meeting of August 25, 2022. Mr. Fisher moved to approve the minutes of the meeting of August 25, 2022 and the disposition of the recordings of the meeting of August 25, 2022 in accordance with the Resolution passed April 28, 2022. Mr. Laudien seconded the motion, the Board unanimously approved. Mr. Kyle recommended adoption of Resolution 22-09-001, changing sewer rental rates, bulk rates and modifying the commercial rate tiers. Mr. Huber moved to adopt Resolution #22-09-001, changing sewer rental rates, bulk rates and modifying the commercial rate tiers effective January 1, 2023. Mr. Fisher seconded the motion, the Board unanimously approved.

Mr. Kyle, recommended adoption of Resolution #22-09-002, authorizing rates for the strength of waste surcharge. Mr. Fisher made a motion to adopt Resolution #22-09-002, authorizing rates for the strength of waste surcharge effective September 22, 2022. Mr. Huber seconded the motion, the Board unanimously approved.

Mr. Kyle recommended the approval of \$256,404.00 as the budgeted minimum municipal obligation for LASA's pension contribution. Mr. Millhouse moved to approve \$256,404.00 as the budgeted minimum municipal obligation for LASA's pension contribution by December 31, 2023. Mr. Huber seconded the motion, the Board unanimously approved.

Mr. Kyle recommended the approval of a nitrogen credit purchase agreement with Sunbury Municipal Authority. Mr. Millhouse moved to approve the agreement to purchase 12,000 nitrogen credits at \$2.75 per credit from the Sunbury Municipal Authority, for the LASA treatment plant. Mr. Laudien seconded the motion, the Board unanimously approved.

Mr. Kyle recommended the approval of a nitrogen credit purchase agreement with the Annville Township Authority. Mr. Millhouse moved to approve the agreement to purchase 4,000 nitrogen credits at \$3.00 per credit from the Annville Township Authority, for the LASA treatment plant. Mr. Fisher seconded the motion, the Board unanimously approved.

Mr. Kyle recommended the approval of a nitrogen credit purchase agreement with the Manheim Area Water and Sewer Authority. Mr. Millhouse moved to approve the agreement to purchase 6,300 nitrogen credits at \$3.00 per credit from the Manheim Area Water and Sewer Authority, for the LASA treatment plant. Mr. Fisher seconded the motion, the Board unanimously approved.

S:\Board\Minutes\2022\September 22 2022 Board Meeting Minutes FINAL.docx

Mr. Kyle recommended award of a professional services agreement for biosolids agricultural utilization of LASA's Class A Biosolids. Mr. Fisher moved to award the professional services agreement for biosolids agricultural utilization of LASA's Class A Biosolids to Custom Ag Service – Zimmerman Farms at a cost of \$24.00 per ton. Mr. Millhouse seconded the motion, the Board unanimously approved.

Mr. Kyle recommended adoption of Resolution 22-09-003, accepting deed of dedication for Martin Appliance Warehouse Project. Mr. Huber moved to adopt Resolution 22-09-003, accepting deed of dedication for Martin Appliance Warehouse Project, Denmar Properties, L.P., in West Earl Township. Mr. Fisher seconded the motion, the Board unanimously approved.

Mr. Kyle recommended adoption of Resolution 22-09-004, accepting deed of dedication for Parkside Reserve Phase 1. Mr. Fisher moved to adopt Resolution 22-09-004, accepting deed of dedication for Parkside Reserve Phase 1, Hoover Family Partnership L.P., and Petersburg Road Associates, LLC (EG Stoltzfus) in Manheim Township. Mr. Huber seconded the motion, the Board unanimously approved.

Mr. Kyle recommended approval of the Builder's Agreement for 1036 Manheim Pike. Mr. Huber moved to approve the Builder's Agreement for 1036 Manheim Pike, Manheim Pike Partners, LLC (Deerin Companies) in Manheim Township. Mr. Millhouse seconded the motion, the Board unanimously approved.

Mr. Smith reported that the approval of the Builder's agreement for Brooklawn Phase 2 was tabled.

Mr. Kyle recommended award of the contract for surveying services for missing manhole information. Mr. Fisher moved to award the contract for surveying services for missing manhole information, to Trimble Surveyors, for a lump sum cost of \$11,000.00. Mr. Huber seconded the motion, the Board unanimously approved.

Mr. Smith moved to the Finance Committee report. Mr. Huber's report was presented in the form of a motion. The following invoices have been reviewed and submitted for approval including Operating Expenses for September, 2022 in the amount of \$601,528.15; Revenue Fund Requisition #780 in the amount of \$880,000.00; Bond Redemption & Improvement Fund Requisitions/Invoices #2129-1A through 2129-4K in the amount of \$13,083.30; Capital Asset Replacement Fund Requisitions/Invoices #234-1A through #234-3G in the amount of \$495,903.98, for a grand total in payments of \$1,388,987.28. Mr. Laudien seconded the motion, the Board unanimously approved.

Mr. Smith moved to the Operations Committee and deferred to Mr. Kyle's report.

Mr. Smith asked if there was anything to report from the Public Relations Committee. Mr. Kauffman presented a pdf of a few of the new logo designs received from the consultant. There were 13 logo designs sent for review. The pdf will be emailed to Board Members for their review and thoughts.

Mr. Smith asked if there was anything to report from the Pension Committee. Mr. Lehman, Financial Director for the Authority, reported that as of September 20, 2022 total market value of the LASA pension fund was \$11.27 Million with estimated actuarial accrued liability of \$14.5 Million, and it's funding stands at 77.8% of the actuarial accrued liability.

Mr. Smith asked if there was anything to report from the Personnel Committee and there was nothing to report.

Mr. Smith moved to the Executive Director's Report. Mr. Kyle summarized the status of the Lower Little Conestoga interceptor rehabilitation Phases 2, 3 and 4, progress on the grant solicitation and an update on expansion of the LASA service area.

Mr. Smith called for Other Business and there was none.

Mr. Smith called for Old Business and there was none.

S:\Board\Minutes\2022\September 22 2022 Board Meeting Minutes FINAL.docx

Mr. Smith moved to the Chairman of the Authority report and reminded everyone that the first strategic planning meeting will be with Bruce Nilson on Thursday, October 27, 2022 immediately after the Board meeting.

Mr. Smith reported that the next regular Board meeting is October 27, 2022 at 7:30 a.m. at 130 Centerville Road, Lancaster, PA 17603 or via Zoom.

Mr. Smith called for a motion to adjourn. Mr. Huber moved to adjourn, Mr. Laudien seconded the motion, the Board unanimously approved, and the meeting was adjourned at 8:26 a.m.

Edward C. Fisher, Secretary

BOROUGH of COLUMBIA COUNCIL HISTORICAL ARCHITECTURAL REVIEW BORAD MINUTES September 14, 2022 | 7:00 PM

Paul W. Myers Council Chambers

1. Vice Chairperson Kerekgyarto called the meeting to order at 7:00 p.m.

Board Members present:	Barley, Mountain, Brandt, Carrigan, and Architect Kerekgyarto,
Board Members absent:	Lutz
Staff Present:	Theresa O'Donnell, Administrative Assistant

- 2. There was a moment of silence.
- 3. There was the pledge to the flag.
- 4. Minutes for Approval.

Motion to approve minutes for the August 10, 2022, meeting.

Motion by:	Second by:	Voice Vote:
Carrigan	Barley	All Favored – Motion Carried

- 5. New Business
 - a) Consider motion to recommend to Borough Council for the COA 311 Chestnut St APPLICANT/OWNER: Justine Peters & Ronald Heisey AGENT: N/A CONTRACTOR: Certa Pro ALTERATION: Paint the entire dwelling "Victorian dark grey"

Motion to recommend to Borough Council approval for the COA 311 Chestnut Street

Motion by:	Second by:	Voice Vote:
Brandt	Barley	All Favored – Motion Carried

 b) Consider motion to recommend to Borough Council for the COA – 129 N Fifth Street APPLICANT/OWNER: Stanley Investments LLC – Jessica Mann AGENT: N/A CONTRACTOR: Mass Seamless Gutter ALTERATION: Replace ½ round gutters with "K" style gutters and spouting

Motion to deny to Borough Council approval for the COA 129 N Fifth Street

Motion by:	Second by:	Voice Vote:
Brandt	Mountain	All Favored – Motion Carried

c) Consider motion to recommend to Borough Council for the COA – 332 Locust Street APPLICANT/OWNER: Lancaster Co Redevelopment Authority AGENT: N/A CONTRACTOR: D H Funk and Sons ALTERATION: Demolish existing comm/res building to construct outdoor commercial eatery seating area

Motion to deny to Borough Council approval for the COA 332 Locust Street

Motion by:	Second by:	Voice Vote:
Brandt	Mountain	All Favored – Motion Carried

- 6) Presentation of Administrative Approvals (information only) Listed Below
 - i) 448 Cherry Street replace asphalt roof with asphalt shingles
 - ii) 131 N Seventh Street replace front and porch roof asphalt shingles with asphalt shingles
 - iii) 528 N Third Street repaint already painted façade of dwelling
 - iv) 311 Cherry Street cap wall on third floor roof aluminum to aluminum replace vinyl siding to rear of dwelling
 - v) 113 South Third Street replace asphalt roof with asphalt shingles
 - vi) 230 North Fourth Street repaint already painted exterior of commercial building
 - vii) 527 N Second Street in-kind replacement of windows, roof, siding, paint wood trim
- 7) Public Comments and Questions- None
- 8) Other Business- None

9) Motion to adjourn the meeting at 7:27 PM.

Motion by:	Second by:	Voice Vote:
Carrigan	Barley	All Favored – Motion Carried

MOTIONED AND APPROVED this 12th day of October 2022, by the Historical Architectural Review Board of the Borough of Columbia, Lancaster County, Pennsylvania, in lawful session duly assembled.

BOROUGH OF COLUMBIA, LANCASTER COUNTY, PENNSYLVANIA

By:

Jonathan Lutz

Jonathan Lutz, Chairperson of the Board