



LEO S. LUTZ Mayor
HEATHER ZINK Borough Council President
EVAN M. GABEL Solicitor
MARK E. STIVERS Borough Manager

COLUMBIA BOROUGH COUNCIL – REGULAR MEETING

DECEMBER 13, 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)
5. Additions, deletions, and reorganization of agenda
 - a. 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 November 22, 2022
8. Presentation and Acceptance of Reports
 - a. Community Development – Eric Kauffman
 - I) Acknowledge receipt of the Zoning and Planning report for – November 2022
 - b. Public Works & Property – Peter Stahl
 - I) Acknowledge receipt of Public Works and Property Report – November 2022
 - c. Safety/Communications – Todd Burgard
 - I) Acknowledge receipt of the Public Safety Reports for: Penn State Health Life Lion for November 2022, Columbia Borough Police Department,
 - II) Acknowledge receipt of the Codes Compliance Report for November 2022
 - III) Acknowledge receipt of the EMOC Report for November 2022
 - d. Personnel- Joanne Price
 - I) Accept the resignation on Officer Mowbray
9. Presentations
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. Consider Resolution 2022-46 setting the millage rate at 8.0 mills
- b. Consider salary increases for non-union staff members
- c. Consider Resolution 2022-47 adoption of the 2023 Budget
- d. Consider forgiveness of the back taxes for 318 Poplar Street, if purchased by the Lancaster County Land Bank
- e. Consider authorizing staff to submit a grant to DCNR for the Riverfront Stormwater system upgrade project
- f. Consider Resolution 22-48 authorizing staff to apply to DCNR grant for stormwater upgrades and authorizing the borough manager to represent the borough for this grant
- g. Consider amending the CCAT agreement to provide for distemper shots as a key part of the TNR program.
- h. Authorization to pay bills

12. New Business:

- a. Consider approval of the agreement between the Borough of Columbia and the Pennsylvania Social Services Union (PSSU), Local 668, for the 2023 to 2026
- b. Consider Service Contract with SNHA for management of the Columbia Crossings facility.
- c. Consider approval for Columbia Movers & Shakers to sell luminaries to be placed in the 200, 300, and 400 blocks of Locust Street from 5:00pm on 12/21/22 until 7:00am on 12/22/22.
- d. Consider authorizing staff to hire Stephen Weiss for the position of part time Janitor contingent upon passage of a background check and drug screening.
- e. Consider the Memorandum of Understanding to terminate the Inter Municipal Agreement for the North West Lancaster County River Trail Committee

13. Staff Reports, Comments, and Announcements

- a. Solicitor
- b. Borough Engineer
- c. Secretary/Treasurer
- d. Boards, Commissions and Committees
 - i) Upcoming Meetings: Planning Commission (12.20.2022)

14. Borough Council Comments

- a. Council Members

15. Announcement of Next Meeting. At 700 PM on **THURSDAY, December 29, 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 – REGULAR MEETING

November 22, 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: Fisher, Kauffman, Lintner, Price, Burgard and Zink. Mayor Lutz was also present.

Councilperson Absent: Stahl

Staff Present: Borough Manager Stivers, Finance Manager Bennett, Zoning Manager Cino, Market Manager Vera, Solicitor Gabel and Engineer Rinaldo were also present.

2. A moment of silence reflection led by President Zink.
3. Councilperson Price 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 the reorganized agenda.

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

6. Citizen Comments Non-Agenda Items Only

Frank Doutrich

Inquired about a tax increase. Council President Zink responded.

7. Minutes for Approval

- a. Motion to approve the Borough Council Meeting Minutes for November 10, 2022.

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

8. Presentation & Acceptance of Reports

- a. Community Development– Eric Kauffman

I) Acknowledge receipt of the Zoning and Planning report for – October 2022

II) Chris Vera –

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

- b. Finance – Heather Zink

I) Acknowledge finance report for – October 2022

9. Presentations - None

10. Mayor Lutz/Chief Brommer

Mayor Lutz shared he attended a seminar with Chief Brommer.

For public comment on items on the agenda, there will be a 3-minute time limit per person per topic.

11. Old Business

- a. Consider Authorizing staff to advertise the proposed 2023 budget and make it available to the public for review.

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

Council President Zink stated there was one change to the budget in the Arpa Fund. Borough Manager Stivers & Council President Zink explained those details. Councilperson Lintner asked about voting on a grant. Borough manager Stivers responded. Councilperson Lintner had questions about EOC. Borough Manager Stivers responded. Mayor Lutz commended the Council and Administration on the budget and how hard they worked.

- b. Consider Resolution 2022-43 authorizing the purchase of 700 Franklin Street for \$229,000 and authorizing the Borough Manager to represent the Borough for the purchase of this property.

Motion by:	Second by:	Voice Vote:
B. Fisher	J. Price	All Favored – Motion Carried

Councilperson Lintner asked what the plans were for the property. Borough Manager Stivers responded.

- c. Consider award of the 1020 Manor Street building demolition to A.T.O. Excavation Inc. at a bid price of \$120,750.

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

Councilperson Lintner explained that she voted against the purchase of the property, however she believes leaving the house standing will become a liability.

- d. A motion to authorize to pay bills.

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

12. New Business

- a. Consider Resolution 22-44 Approve Land Bank to acquire 318 Poplar Street.

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

Council President Zink discussed forgiving the back taxes on this property. Council agreed that more information is needed, and they will revisit at the next meeting.

- b. Consider approving the sale of 148 Church Avenue, 452 Cherry Street and a property located on Avenue H (110831332000000)

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

- c. Consider Resolution 22-45 Implement Act 57 of 2022 Property Tax Penalty Waiver Provisions.

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

- d. Consideration of a Certificate of Appropriateness (COA) for 112 Commerce Street for exterior renovations.

Motion by:	Second by:	Voice Vote:
T. Burgard	J. Price	All Favored – Motion Carried

- e. Consideration of a Certificate of Appropriateness (COA) for 411 Locust Street to replace slate roof with a composite plastic style slate roof.

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

- f. Consider demolition application – 3 Shawnee Avenue, demolition of existing two-family residential dwelling.

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

Frank Doutrich had questions about tearing down the property. Homeowners were present for questions. Borough Manager Stivers responded.

- g. Consider authorizing staff to enter into a contract with Rue Environmental for Archaeology and Historic Conditions survey of the McGinness property for \$7,948.

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

- h. Consider authorizing staff to enter into a contract with CS Davidson for the McGinness Innovation Park project in the amount of \$24,095 for survey and ariel topography and survey work.

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

13. Staff Reports Comments and Announcements.

a. Solicitor

Discussed taking care of lien properties & moving forward with selling borough owned properties.

b. Secretary/Treasurer

Borough Manager Stivers shared that activity at McGinness property to begin next week. Talked about the Market House Award and upcoming events there. This weekend starts free meter parking on Saturdays. The free meter Saturdays will last through December 31, 2022. The borough purchased more Christmas decorations. Reminded the public that the Borough Office is closed November 24 & 25. Discussed Text my Gov App. Talked about watching for scammers.

c. Boards, Commissions and Committees

1. Upcoming Meetings: Shade Tree Commission (11/28/2022)

No Zoning Hearing Board

2. Approved Minutes – Planning Commission October, Shade Tree Commission July and September, LASA Meeting October 27

i. Borough Council comments

a. Council Members

Councilperson Burgard discuss the Columbia Economics Development Meeting. Council President Zink discussed Habitat and the site blessing she attended. Mayor Lutz also attended the site blessing and stated that those homes were sold before ground broke.

j. Announcement of the work session meeting on December 6th is cancelled. The announcement of the next meeting: At 7:00pm on December 13, 2022 Council will hold a Regular meeting.

k. Motion to adjourn at 8:26 pm.

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

MOTIONED AND APPROVED this 13th day of December 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 – November 2022

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

<u>ZONING PERMITS</u> ISSUED = 27 TOTAL = 27	FIRE PIT	4
	DUMPSTER	1
	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 November 15th the CBPC provided their recommendation for approval of the demolition request for 3 Shawnee Avenue. BC provided final approval on November 22nd. Staff received a land development application for Habitat for Humanity, 239 and 245 S. 5th Street to be reviewed at the December 20, CBPC meeting. Staff also received a sketch plan and cross access easement agreement for 305 Locust Street to be reviewed at the December 20, CBPC meeting.

Community Development Updates:

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

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

332 Locust Street –On October 25th BC provided final approval for demolition of the building. A building permit has been issued for demolition.

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

Columbia 2040 – Implementable Comprehensive Plan– Staff met in December with CS Davidson to finalize their review and schedule.

End of Report

Sharon Cino
 Planning and Zoning Manager – Community Development



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To: Peter Stahl, Public Works/Property Chairperson, Columbia Borough Council
From: Jake Graham, Columbia Borough Public Works Department
RE: **Public Works Department Report for November 2022**

○ **2023 Proposed Paving Projects**

900 block Mifflin Street	1100 block Locust Street	S Tenth Street (Houston to Ridge Ave)
900 block Blunston Street	1200 block Chestnut Street	600 block Poplar Street
1200 block Ave W	1000 block Walnut Street	800 block Chestnut Street
200 block S Second Street (CDBG)		

○ **UGI Gas Main Replacement**

Kinsley Construction the Contractor for the Phase III part of this project has finished the main installation on Lancaster Ave from Malleable Rd to the Columbia Shopping Center. The contractor is currently working in the area of S Twelfth St and Grinnell Ave

○ **Winter Readiness**

Borough Crews are ready for any upcoming winter weather events. Trucks and equipment have been upfitted for de-icing and snow plowing in advance of any snow events. We have an abundant supply of salt and anti-skid along with 5000 gallons of Brine material. The new bulk road salt contract through the Lancaster County Cooperative beginning October 1, 2022 to September 30, 2024 is now \$79.00 per ton. This is an increase of \$27.75 per ton from the previous contract

○ **Christmas Lighting**

Crews installed the Christmas decorations on the downtown street lights. Also Borough Public Works Crews installed the lights on the tree in Locust Street Park

○ **Leaf Collection**

The last day of leaf collection will be Friday, December 9, 2022. Crews have done a great job keeping up with leaf collection this season. 65 Loads of leaves have been collected thus far

○ **Borough Yard Waste Recycling Facility**

The 15 Municipalities dropped off 679.42 Tons of yard waste in November. Compost purchased by Contractors through November brings the total to 2,880 cu yds purchased year to date.

○ **Street Sweeper**

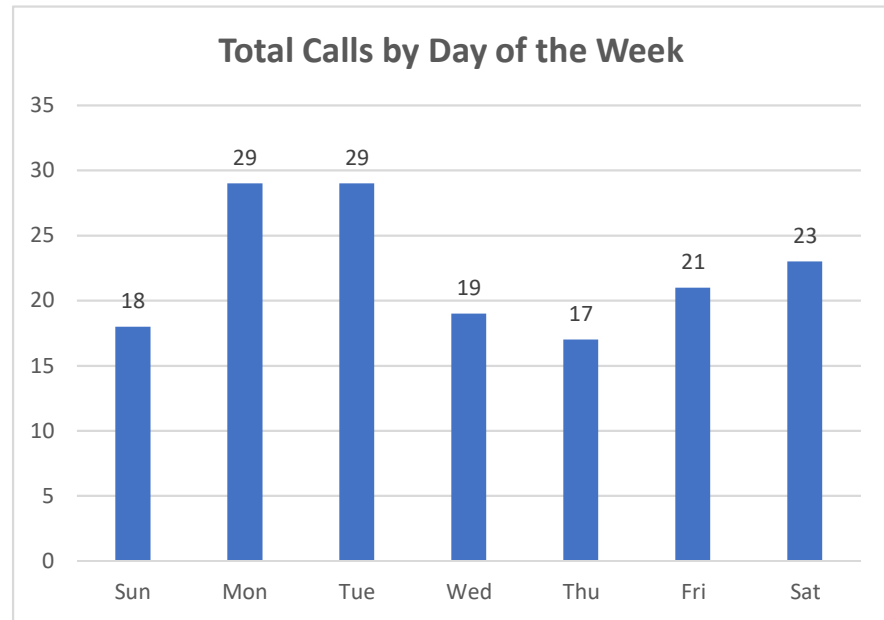
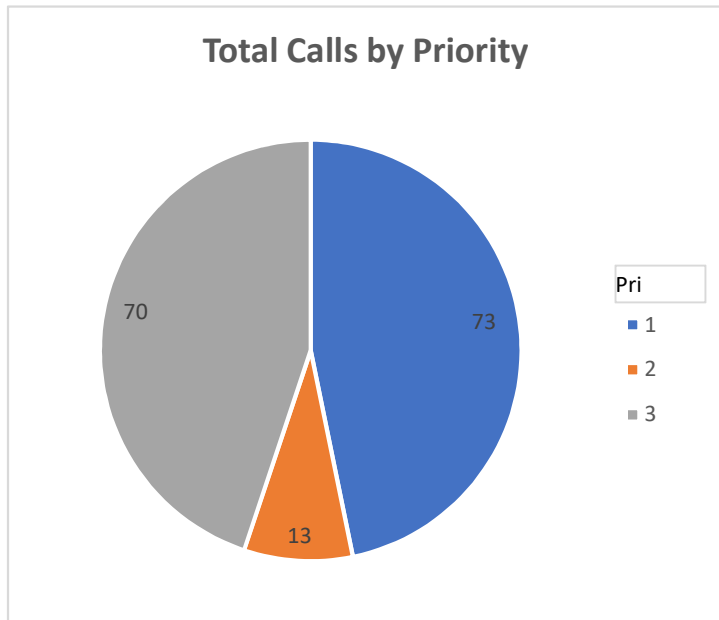
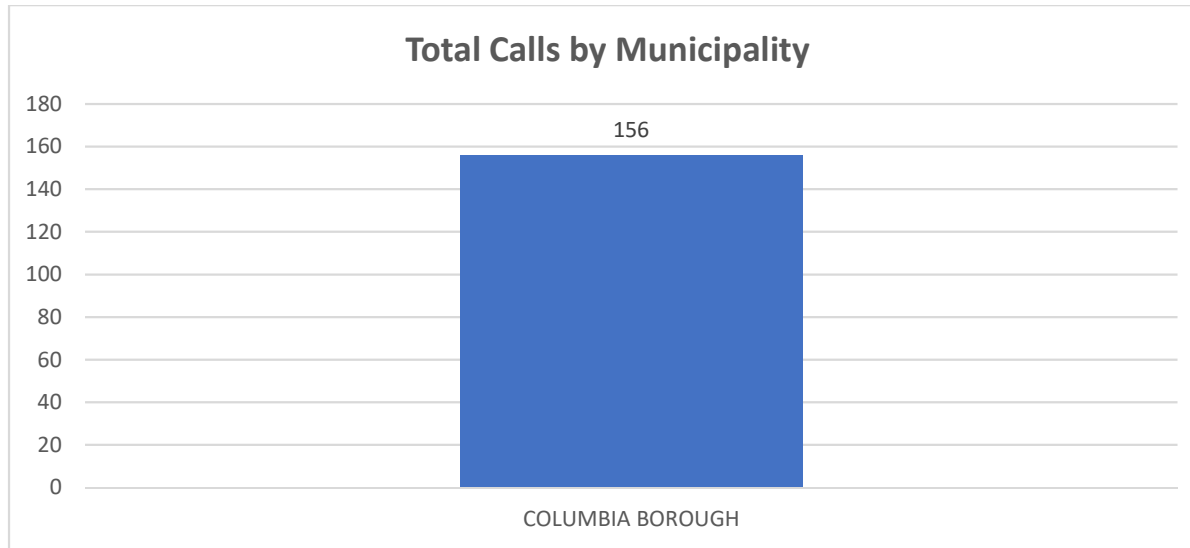
December 16th will be the last day of Street Sweeping for the season. A tentative start date will be in the mid-March 2023 time frame, weather permitting.

○ **Christmas Tree Drop-Off**

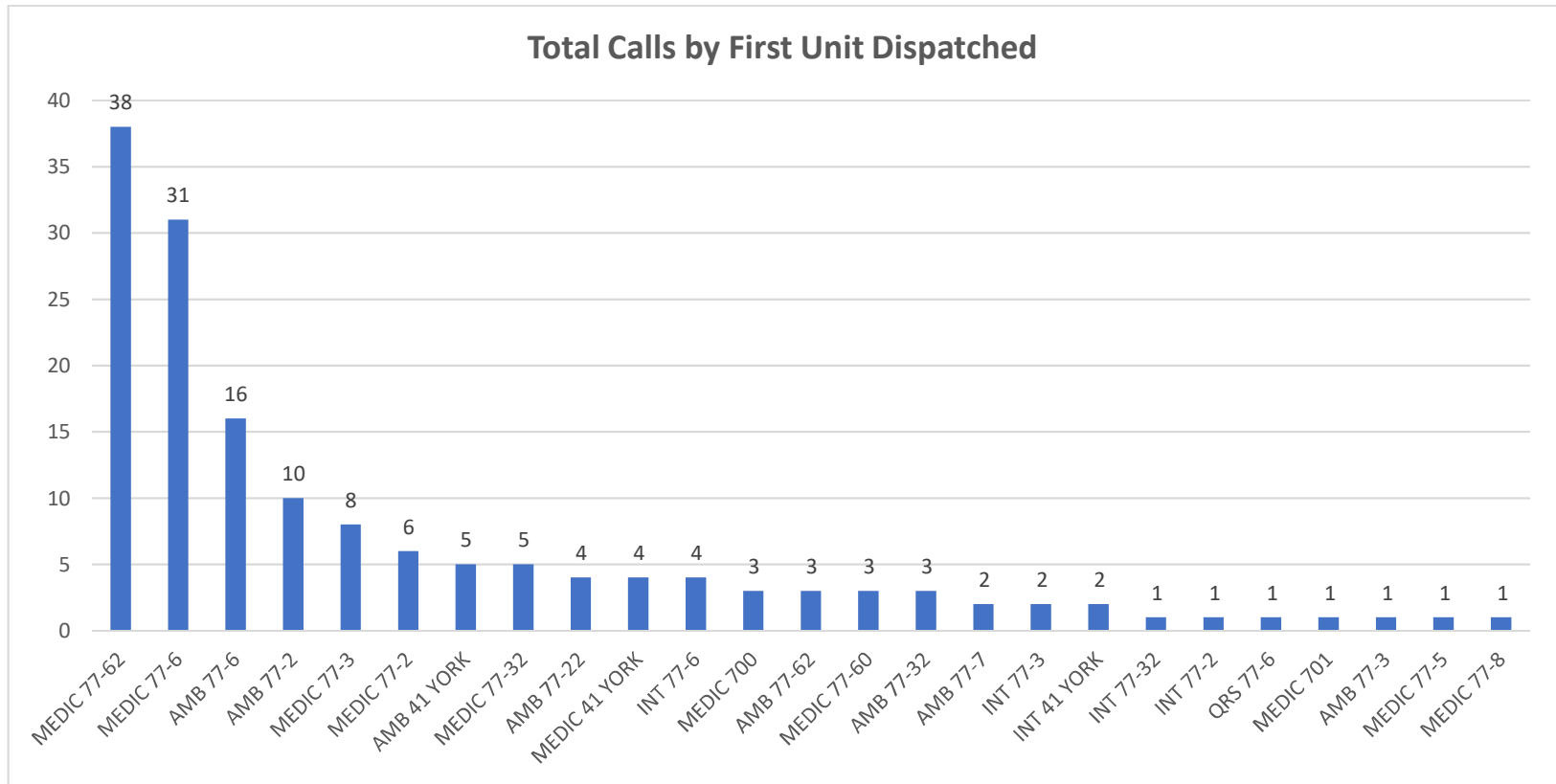
Christmas Trees may be dropped off Saturday January 14, 2023 at the Columbia Borough Fire Dept located at 10th & Manor St and also at the Borough Yard Waste Recycling Facility from 8 am until 12 pm



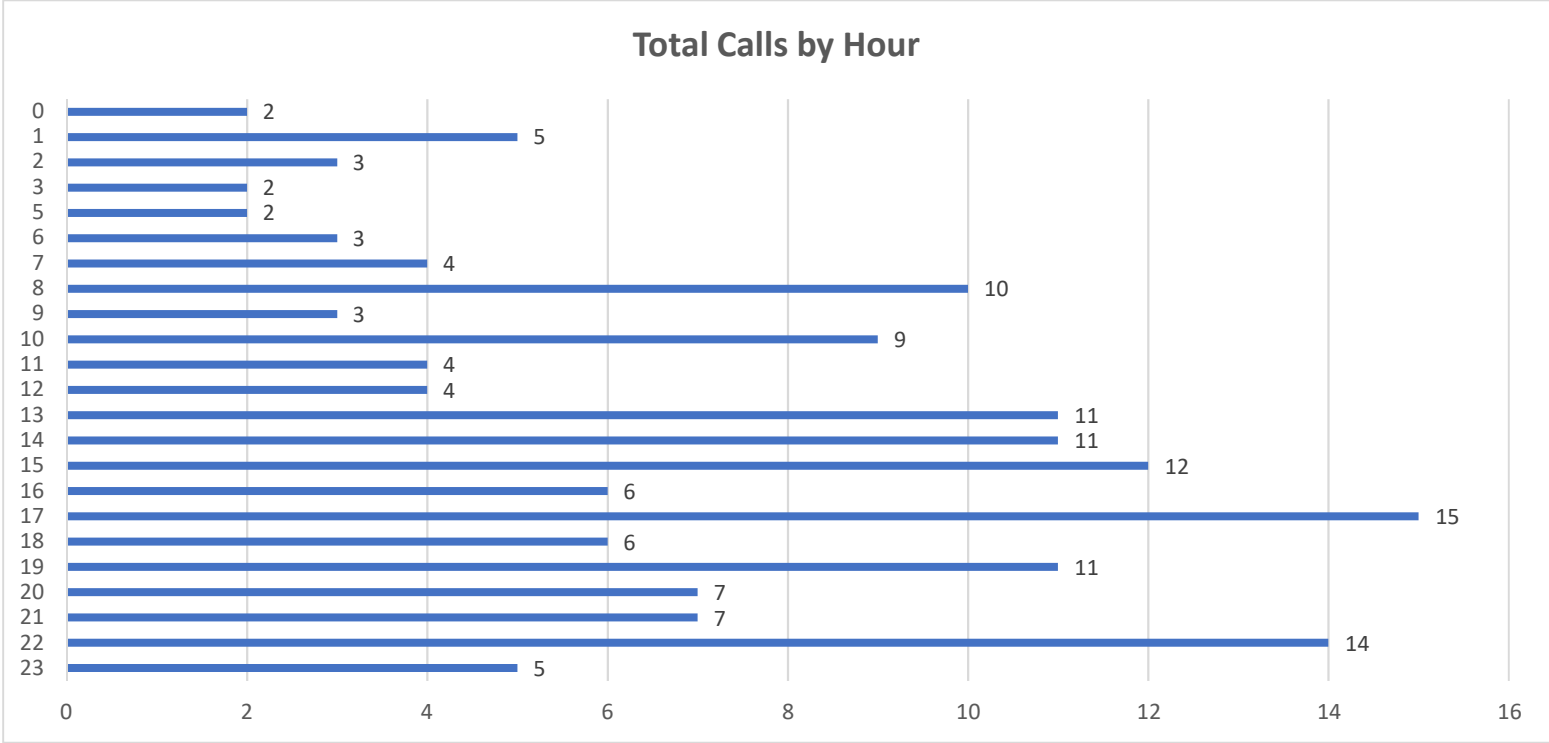
Penn State Health Life Lion, LLC November 2022



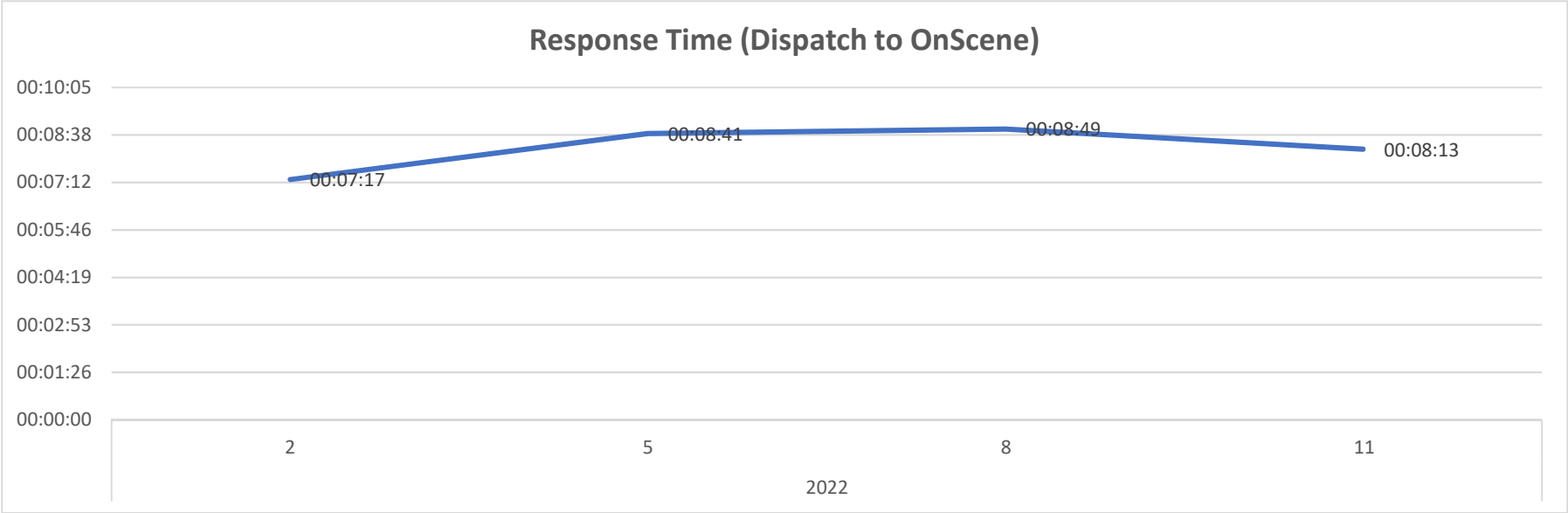
Penn State Health Life Lion, LLC November 2022



Penn State Health Life Lion, LLC
November 2022



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



CLASSIFICATION OF OFFENSES	COLUMBIA BOROUGH POLICE DEPARTMENT												2022	
	REPORT OF MONTHLY OFFENSES												2022	2021
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TYTD	TYTD
Murder & Nonnegligent Manslaughter	0	0	0	0	0	0	0	0	0	0	0	0	1	0
Negligent Manslaughter	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape by Force	0	0	1	0	0	0	0	0	0	0	0	0	1	0
Rape Attempt (Assault)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Robbery (Firearm/Knife or Cutting Inst.)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Robbery (Other Dangerous Weapon)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Robbery (Strong Armed/Hands,Feet,Etc)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Assault (Firearm)	0	0	0	0	0	0	0	0	0	0	0	0	4	2
Assault (Knife/Cutting Instrument)	0	0	0	0	0	0	0	0	0	0	0	0	2	1
Assault (Other Dangerous Weapon)	0	0	0	1	0	0	0	0	0	0	0	0	0	1
Assault (Hands,Fists,Feet, Etc.)	1	0	0	3	0	2	0	0	2	1	1	1	10	13
Assault (Other Not Aggravated)	3	9	5	8	3	5	4	4	3	2	2	4	50	49
Burglary (Forced Entry)	0	0	1	0	0	0	1	0	1	2	0	0	5	5
Burglary (Unlawful Entry/No Force)	0	0	1	0	0	1	0	1	1	0	0	0	5	2
Burglary (Attempted Forced Entry)	0	0	0	1	0	0	0	0	1	1	0	0	2	2
Theft (\$50 & Over)	3	3	2	4	7	6	10	10	17	10	8	0	80	44
Theft (Under \$50)	0	2	1	3	5	1	0	2	7	6	2	2	29	19
Auto Theft	1	2	1	0	1	2	1	2	2	1	2	2	15	8
Arson	0	0	0	0	0	0	0	0	1	0	0	0	2	2
Forgery & Counterfeiting	0	0	0	0	2	0	0	0	0	0	0	0	2	2
Fraud	6	7	5	3	5	1	6	3	4	8	7	0	55	59
Embezzlement	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Stolen Property (Rec., Possess., Etc.)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vandalism/Criminal Mischief	1	2	2	1	2	5	9	4	12	7	6	0	51	25
Weapons (Carrying/Possess. Etc.)	0	0	0	0	0	0	0	0	0	0	0	0	2	2
Prostitution & Commercial Vice	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sex Offenses (Except Rape/Prostitution)	2	0	3	3	3	0	5	4	3	5	1	0	29	30
Narcotic Drug Laws (Drug Abuse Viol.)	0	2	1	4	0	2	3	1	2	0	5	0	20	14
Gambling	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offenses Against Family & Children	1	0	0	3	3	1	1	3	0	0	1	1	13	3
Driving Under The Influence	0	1	0	1	0	1	1	0	2	1	1	1	8	16
Liquor Laws	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drunkness	0	0	0	1	2	1	4	1	4	1	2	0	16	12
Disorderly Conduct	2	0	1	0	0	1	4	4	3	4	7	0	26	33
Vagrancy	0	0	0	0	0	0	0	2	0	6	0	0	8	1
All Other (Except Traffic)	27	23	22	24	141	139	22	41	30	41	23	0	533	212
TOTAL MONTHLY OFFENSES	47	51	46	60	175	168	72	84	94	101	72	0	970	558



since 1979

Columbia Borough Police Department DAILY INCIDENT COUNTS

11/01/2022 to 11/30/2022



since 1979

Day of Month Responses	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
9-1-1 HANG UP	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	4
ALARM (ALL TYPES)	2	2	2	4	0	0	1	0	1	0	4	1	0	0	0	0	0	2	3	4	0	0	2	0	0	0	0	2	0	0	0	29
ALCOHOL OFFENSE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	
ANIMAL COMPLAINT	1	1	1	0	0	0	0	0	0	0	0	2	2	1	1	0	0	0	0	0	1	0	1	1	1	1	0	1	1	0	15	
ASSIST CALL	3	0	0	0	1	2	2	1	0	0	2	0	0	1	0	1	0	0	0	0	0	0	0	1	0	0	0	3	0	0	17	
ASSAULT	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	3	
CHECK ON WELFARE	0	2	2	0	1	0	1	2	1	1	2	0	1	0	1	1	2	1	0	0	1	0	1	0	3	0	2	0	0	1	27	
VANDALISM	2	0	0	1	0	0	0	0	0	0	0	1	1	1	0	0	0	1	0	0	0	0	1	1	0	0	0	1	0	0	10	
DISORDERLY CONDUCT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	
DEATH INVESTIGATION	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	
DISTURBANCE	0	2	2	2	7	2	0	4	0	3	1	1	6	0	0	2	1	3	1	1	2	6	4	3	3	1	1	2	1	0	64	
DOMESTIC DISTURBANCE	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
DRUG OFFENSE	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	2	1	1	0	1	0	0	1	0	9	
INTOXICATED PERSON	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	3	
DRIVING UNDER THE INFLUENCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	
ASSIST EMS	1	0	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	1	1	0	0	1	0	1	0	0	1	0	0	0	10	
CHILD FAMILY OFFENSE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	2	
FRAUD	1	0	0	0	1	0	0	0	1	0	1	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	1	0	0	8	
HARASSMENT	1	0	0	0	0	0	1	0	0	0	0	1	2	0	1	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0	10	
INFORMATION	4	1	1	2	1	3	3	2	4	5	1	1	1	2	2	0	1	2	1	2	3	2	3	5	3	3	0	1	0	3	62	
PSYCHIATRIC EMOTIONAL	1	1	1	1	0	1	0	1	0	0	0	0	1	0	1	0	0	0	0	1	1	1	1	0	0	1	0	0	2	0	16	
MISSING PERSON	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	3	
MOTOR VEHICLE ACCIDENT	3	1	1	0	1	0	4	3	2	0	0	1	0	3	1	0	0	1	0	1	1	0	3	0	1	0	1	1	0	0	29	
ORIDANCE VIOLATION	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
PERSON STOP	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	
FOUND PROPERTY	1	0	0	0	0	1	2	0	1	0	0	0	2	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	9	



Columbia Borough Fire Department

726 Manor Street

P O Box 426

Columbia, PA 17512-0426

MONTHLY FIRE CHIEF'S REPORT

NOVEMBER 2022

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

Scott K. Ryno, Fire Chief

Prepared by J. Michael Zercher, Assistant Chief

Information released by the CBFDD for informational purposes to the Columbia Borough Manager and Columbia Council members on December 5, 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	11		123	144	112
200	3	2	0	0	0	0	0	0	1	0	0		6	21	4
300	15	8	16	15	22	19	15	22	12	15	14		173	196	178
400	10	6	5	5	9	3	5	2	3	0	3		51	58	51
500	10	15	13	11	21	11	15	19	8	17	20		160	152	140
600	11	10	10	10	11	7	2	4	6	5	7		83	46	45
700	20	13	14	7	12	4	12	9	9	7	7		114	106	128
800	0	0	0	0	1	0	0	0	0	0	0		1	1	0
900	1	0	0	1	1	1	0	0	1	1	1		7	2	3
Totals:	89	69	65	65	90	54	61	59	47	56	63	0	718	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.

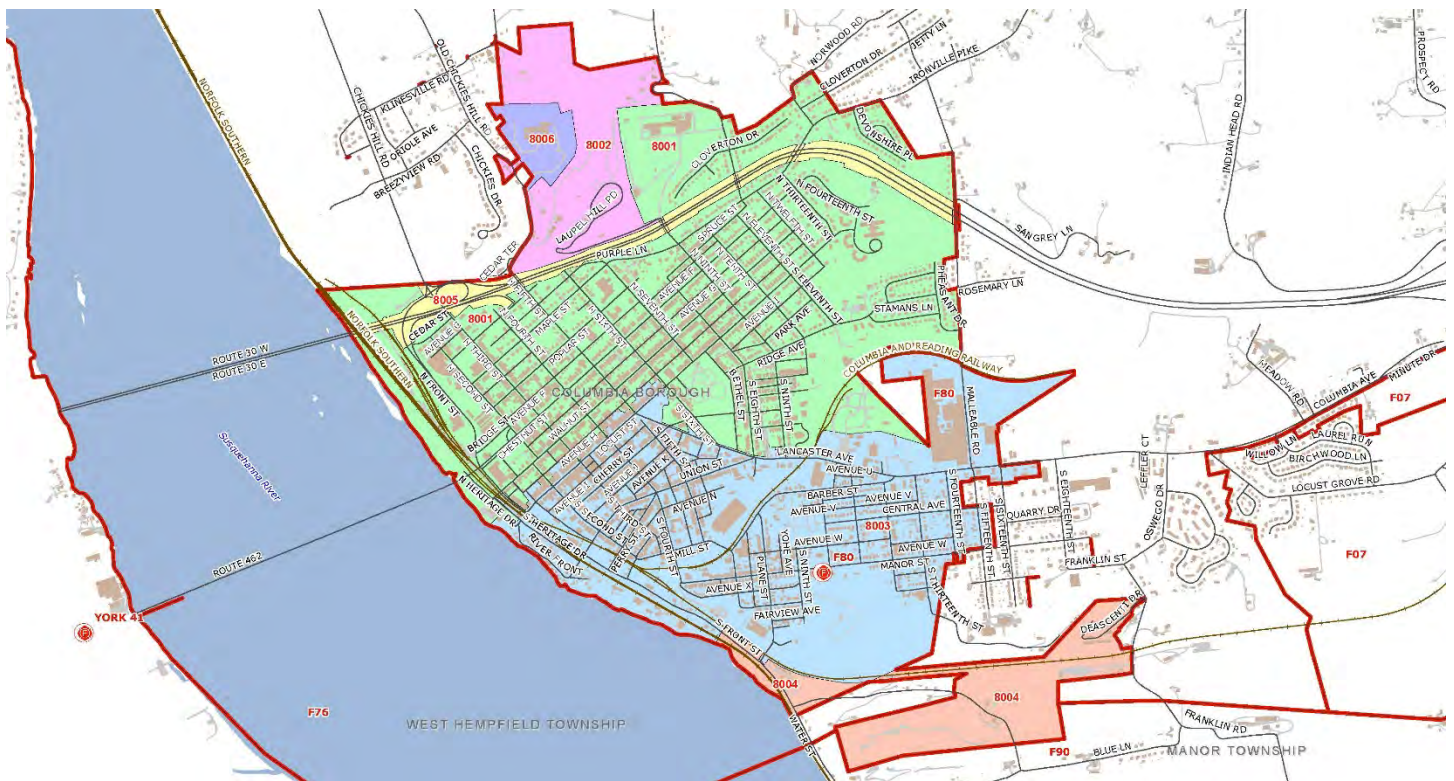
NOVEMBER INCIDENTS:

- **62** dispatched fire incidents with **680** volunteer man-hours.
- **Thursday** was our busiest day with **15** incidents.
- Incidents by shifts and our average number of volunteers:
 - 07:00am – 02:59pm **31** incidents.
 - 03:00pm – 10:59pm **24** incidents.
 - 11:00pm – 06:59am **7** incidents.
 - All Shifts **62** incidents.
- **Service** was our most dispatched incident type with **20**.

**680 VOLUNTEER HOURS WERE SPENT IN THE MONTH OF
NOVEMBER FOR OUR COMMUNITY!
22.67 VOLUNTEER MAN HOURS PER DAY!**

Total Calls by District

District	2022-11-01	Total
Columbia Borough Fire Department Box 80-03	20	20
Fire Department Mount Joy	2	2
Columbia Borough Fire Department Box 80-01	11	11
Craley Fire Department	1	1
Mountville Fire Department	6	6
Rheems Fire Department	2	2
Marietta Fire Department	1	1
Alliance Fire & Rescue Services	1	1
Rohrerstown Fire Department	1	1
West Hempfield Twp Fire Department	8	8
Columbia Borough Fire Department Box 80-06	1	1
Maytown-East Donegal Twp Fire Department	3	3
Hellam Fire Department	2	2
Willow Street Fire Department	1	1
Wrightsville Fire Department	1	1
Lancaster City Fire Department	1	1
Total	62	62



Personnel Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Total	Pct
Ryno, Scott	58	40	34	36	42	33	33	38	40	41	42	437	60.95%
Hershey, Denny	56	41	37	40	45	30	30	42	24	31	43	419	58.44%
Zercher, Mike	55	50	28	31	41	30	30	40	30	33	35	403	56.21%
Arnold, Michael	39	34	29	21	53	22	31	22	27	34	38	350	48.81%
Misal, Justin	38	39	29	36	40	21	32	20	20	29	43	347	48.40%
Hinkle, Ryan	61	27	30	39	47	18	20	20	23	35	24	344	47.98%
Brownsberger, Floyd	37	29	33	37	43	20	29	31	18	32	30	339	47.28%
Meisenbach, James	41	38	32	32	41	28	34	25	23	23	21	338	47.14%
Hershey, David	45	28	33	22	40	17	30	26	26	26	16	309	43.10%
Goodman, Jordan	36	33	35	34	35	26	17	31	20	14	17	298	41.56%
Keyser, Kevin	28	30	30	30	40	19	27	21	12	25	20	282	39.33%
Rhoads, Jordan	48	33	40	30	31	13	18	17	15	11	15	271	37.80%
Rinkus, Robert	44	20	20	23	44	19	27	11	21	15	27	271	37.80%
Fritz, Krystal	31	17	23	20	30	25	25	16	20	19	12	238	33.19%
Fisher, Jason	28	26	22	32	14	11	18	14	20	27	23	235	32.78%
Riggs, Jonathan	29	24	20	26	34	11	21	13	18	16	13	225	31.38%
Fritz, Mark	41	32	30	17	0	0	12	19	20	16	23	210	29.29%
Meyers, William	16	19	15	14	30	21	17	25	13	16	18	204	28.45%
Greenya, Alfred	11	15	16	0	31	17	19	26	13	32	23	203	28.31%
Hershey, Derrick	41	20	21	0	16	18	24	19	10	9	11	189	26.36%
Rhodes, Michael	20	24	28	31	23	13	13	20	10	0	0	182	25.38%
Warfel, Robert	36	20	18	11	24	8	16	11	9	6	7	166	23.15%
Reifsnyder, Robert	21	12	24	18	11	14	7	19	15	6	10	157	21.90%
Keyser, Bryan	15	17	14	20	13	16	11	16	11	13	9	155	21.62%
Jarvis, Jordan	0	6	39	33	23	10	8	7	3	2	16	147	20.50%
Morrison, Hunter	22	10	11	19	16	7	12	10	13	6	7	133	18.55%
Fritz, Keith	16	5	2	23	16	11	17	14	8	4	11	127	17.71%
Stock, Michael	9	12	10	10	18	11	6	9	8	17	17	127	17.71%
Annas, Stephen	10	18	12	21	13	3	4	11	9	6	8	115	16.04%
Falcon, Ken	14	12	23	8	13	9	9	7	8	5	6	114	15.90%
Fritz, Kyle	14	9	13	6	0	5	12	14	12	11	11	107	14.92%
Wise, Nolan	0	10	18	7	11	13	21	9	7	0	9	105	14.64%
Manley, Ronald	10	15	14	10	5	7	4	9	5	9	10	98	13.67%
Conrad, Christopher	10	5	1	7	12	5	4	10	2	2	8	66	9.21%
Shaeffer, John	9	8	2	5	3	4	1	6	3	7	10	58	8.09%
Gomez, Lorenzo	11	5	7	5	2	6	4	5	0	1	0	46	6.42%
Bouder Jr, Charles	4	3	8	11	11	3	4	0	0	0	0	44	6.14%
Schoelkoph, Jr., Lester	3	5	9	2	5	1	0	4	4	5	4	42	5.86%
Wickenheiser, Seth	0	0	0	8	7	8	6	13	0	0	0	42	5.86%
Martin, Nick	8	7	6	3	6	2	0	8	1	0	0	41	5.72%
Falcon, Brady	0	0	3	3	3	7	9	7	5	3	0	40	5.58%
Splain, Michael	1	3	7	10	6	3	0	3	4	0	2	39	5.44%
Fritz, Lauren	5	3	9	6	6	1	1	3	1	1	1	37	5.16%
Barninger, Jared	7	2	4	2	2	2	0	0	1	2	14	36	5.02%
Mosteller, Jared	7	5	5	5	3	1	0	3	0	3	3	35	4.88%
COX , JAMES	0	0	0	0	0	0	0	0	0	0	32	32	4.46%
Montgomery, Sean	2	6	4	2	5	1	0	2	2	2	5	31	4.32%
Peters, Austin	5	5	2	0	4	4	5	0	1	0	0	26	3.63%
Finegan, Timothy	6	9	2	2	2	0	0	2	0	1	0	24	3.35%
Wine, Adrian	1	3	5	7	2	2	1	0	0	0	3	24	3.35%
Hoffman, Myles	0	0	0	0	0	0	3	6	7	2	5	23	3.21%
Reece, Zach	0	0	0	1	2	1	0	2	5	9	3	23	3.21%
Finegan, Mickenzie	6	9	2	1	2	0	0	1	0	1	0	22	3.07%
Miles, Paul	3	8	7	0	0	0	1	1	0	0	0	20	2.79%

Broome, John	1	2	1	2	4	2	0	4	0	3	0	19	2.65%
Barclay, Jason	0	0	0	0	0	0	7	4	4	1	1	17	2.37%
Boyles, Todd	5	4	0	0	0	2	0	5	0	1	0	17	2.37%
Anderson, Jr., Ricky	1	3	1	0	1	0	1	0	4	0	0	11	1.53%
Foehlinger, Mildred	3	0	1	2	4	0	0	0	0	0	0	10	1.39%
Uhlrich, Katherine	3	4	1	2	0	0	0	0	0	0	0	10	1.39%
Keyser, Brent	0	2	1	2	1	0	0	1	1	0	1	9	1.26%
Fritz, Leslie	0	0	2	1	0	1	0	0	0	0	1	5	0.70%
Myers, Megan	0	0	0	0	5	0	0	0	0	0	0	5	0.70%
Long, Jeffrey	0	2	0	0	1	0	0	0	0	1	0	4	0.56%
Wiseman, Garry	0	0	0	0	0	0	3	0	0	0	1	4	0.56%
Cunningham, Caleb	0	0	0	0	0	0	1	0	0	0	0	1	0.14%
KEMMERLY, DOUGLAS	0	1	0	0	0	0	0	0	0	0	0	1	0.14%
Schmitt, Eugene	0	0	0	0	0	0	0	0	1	0	0	1	0.14%

COLUMBIA BORO POLICE DEPARTMENT MONTHLY REPORT TO BORO COUNCIL

ACTIVITIES	January	February	March	April	May	June	July	August	September	October	November	December	YTD 2022	LYTD 2021
Monthly U.G.R. Count	47	51	46	60	175	167	72	83	94	101	72	988	862	
Adult Criminal Arrests	8	13	11	20	5	12	27	12	11	14	18	151	157	
Juvenile Criminal Arrests	1	2	1	7	1	7	2	3	2	4	2	35	29	
Juvenile Summary Arrests	10	2	4	4	0	5	2	1	8	2	1	32	21	
Prisoners Detained In Boro Lockup	1	8	4	4	3	10	3	3	4	1	47	56	56	
TRUCK INSPECTIONS:	0	10	3	7	4	11	3	7	4	9	10	68	58	
TRUCK VIOLATIONS:	0	13	6	19	2	22	2	7	12	9	14	105	100	
Reportable Accidents Inv.	8	6	6	13	8	4	12	9	10	12	9	94	99	
Non-Reportable Accidents Inv.	4	13	15	14	13	13	16	8	12	9	11	128	139	
Traffic Arrests/Citations	21	31	35	26	29	41	69	64	33	36	29	414	332	
Abandoned Veh Removed From Sts	2	6	6	4	2	7	5	3	5	3	2	45	47	
District Magistrate Fines	\$9,096.01	\$7,414.34	\$7,738.23	\$4,828.27	\$7,284.81	\$7,318.20	\$6,732.41	\$7,874.33	\$7,782.27	\$6,622.73	\$5,622.23	\$78,291.83	\$83,352.59	
Parking Ticket Fines	\$2,365.00	\$1,775.00	\$5,535.00	\$18,741.00	\$15,955.00	\$17,470.00	\$16,290.00	\$12,785.00	\$11,710.00	\$11,470.00	\$13,135.00	\$127,231.00	\$83,010.00	
Accident Report Revenue	\$15.00	\$15.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$30.00	\$30.00	\$30.00	\$30.00	\$165.00	\$165.00	
CARFAX Accident Report Revenue	\$195.00	\$195.00	\$210.00	\$285.00	\$300.00	\$120.00	\$210.00	\$270.00	\$225.00	\$180.00	\$195.00	\$2,385.00	\$2,415.00	
Bicycle License Fees	\$0.00	\$1.00	\$2.00	\$0.00	\$1.00	\$0.00	\$2.00	\$1.00	\$0.00	\$0.00	\$0.00	\$7.00	\$7.00	
No Parking Sign Fees	\$952.00	\$100.00	\$252.00	\$244.00	\$1,444.00	\$160.00	\$1,055.00	\$1,638.00	\$328.00	\$80.00	\$376.00	\$6,630.00	\$3,327.00	
Contractor Parking Sign Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Boot Removal Fees	\$665.00	\$350.00	\$175.00	\$175.00	\$140.00	\$175.00	\$245.00	\$70.00	\$245.00	\$175.00	\$0.00	\$2,485.00	\$2,275.00	
P.A. State Police/County Fines/Fees	\$406.20	\$134.86	\$98.55	\$762.99	\$807.69	\$652.52	\$191.62	\$245.56	\$385.85	\$276.52	\$0.00	\$3,942.36	\$5,529.63	
Lancaster County Court Fines/Fees	\$134.86	\$98.55	\$762.99	\$807.69	\$241.68	\$151.62	\$245.56	\$385.85	\$276.52	\$0.00	\$0.00	\$3,085.32	\$5,684.03	
Meter Violations	290	176	247	251	149	169	163	200	148	74	162	2,029	2,087	
Parking Outside Lines	0	0	0	0	0	0	1	0	0	0	0	1	1	
Double Parking	2	2	0	4	2	3	2	0	0	0	0	16	8	
Parking On Left Side of Street	6	0	0	1	3	3	1	2	3	3	1	25	31	
Continuous Parking 48 Hours	13	18	18	8	8	12	22	7	7	8	17	130	147	
No Parking Zone/Bus Stop	29	28	14	14	9	25	13	10	13	8	21	181	289	
Street Sweeping	0	0	405	972	917	1,020	965	632	746	745	848	7,250	9,131	
Parking within 20 ft Crosswalk	11	7	19	10	14	15	9	10	9	19	16	139	190	
Parking within 15 ft Fire Hydrant	2	2	2	1	4	4	5	0	4	5	5	33	44	
Parking in Front of Driveway	2	1	1	0	2	3	1	2	3	3	1	18	32	
Handicap Area	11	3	9	6	3	5	2	5	4	3	3	58	60	
Other	2	3	1	2	4	50	15	13	1	0	4	95	70	
Restitution	\$0.00	\$40.00	\$40.00	\$0.00	\$40.00	\$450.84	\$0.00	\$0.00	\$40.00	\$0.00	\$0.00	\$610.84	\$87.55	
Dog Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00	\$0.00	

Condemnation Status as of 12.6.2022

ADDRESS	REASON	DATE OF CONDEMNATION	DUE DATE OF COMPLIANCE
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	12.30.2022
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
30 N SEVENTH ST	Multiple	11.17.2022	N/A
612 FRANKLIN ST	Multiple	12.2.2022	1.6.2023

Columbia Emergency Management Agency

Report for November 2022

Borough Council Meeting
December 8, 2022

Emergency Services

- 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. Awaiting an invite for the next meeting. We're assisting 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 campus.
- Facilitated 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 Hill Campus.
- I've been selected to represent the EMCs on a planning committee with LEMA & PEMA for Community Resource Centers during radiological emergencies.
- Arranged for fire police coverage for relocation drills for the Park Campus and the Taylor Campus. Both drills went very well.
- Attended a review of the Mardi Gras parade. The event went well with only 2 minor incidents.

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

- Our grant request for ARPA funding to acquire a mobile EOC unit was approved by the county commissioners. The intention of this request is to acquire some of the equipment that may someday be used in a permanent facility to serve the needs of the borough and neighboring communities. Mark Stivers and I met to discuss obtaining quotes for the items requested in the grant.
- Attended a meeting at CBSD regarding inclement weather preparations
- Participated in the following Training in October:
 - LEMA training for EMC's - PEMA discussion of new EMC requirements (2-hours)
 - Alert Media – Winter Weather, What to Expect and How to Prepare (1-hour)

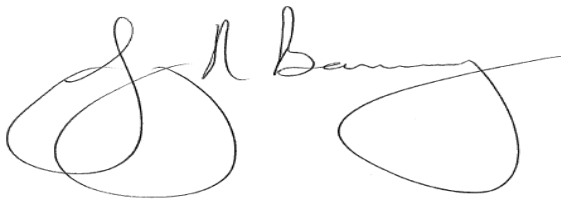
Acronyms

- LEMA – Lancaster County Emergency Management Agency
- PEMA – Pennsylvania Emergency Management Agency
- EMC – Emergency Management Coordinator
- LCPSTC – Lancaster County Public Safety Training Center

Columbia Emergency Management Agency Report for November 2022

- 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,

A handwritten signature in black ink, appearing to read "Jay Barninger". The signature is fluid and cursive, with a large loop at the beginning and a long horizontal stroke extending to the right.

Jay Barninger, CESCO

Emergency Management Coordinator (EMC)

BOROUGH OF COLUMBIA, LANCASTER COUNTY, PENNSYLVANIA

RESOLUTION NO. 2022 - 46

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF COLUMBIA FIXING THE MILLAGE RATE FOR FISCAL YEAR 2023.

WHEREAS, In accordance with Section 1302 (a) Borough Council shall have the power to establish the levy taxes for properties within the Borough of Columbia; and,

WHEREAS, In accordance with Sections 1303 (a) and Sections 3301 of the Borough Code, the Borough of Columbia shall establish the millage rate, if the same or less that the rate for the previous year, by resolution; and,

WHEREAS, the Borough Council of the Borough of Columbia directed staff to keep the millage rate the same as fiscal year 2022.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Borough Council of the Borough of Columbia, Lancaster County, Pennsylvania, as follows:

RESOLVED, that the tax rate for the property owners in the Borough of Columbia shall be 8.00 mills.

ADOPTED AND RESOLVED, this 13th day of December 2022 by the Borough Council of the Borough of Columbia, Lancaster County, Pennsylvania, in lawful session duly assembled.

ATTEST:

Columbia Borough Council

Mark E. Stivers
Borough Manager and Secretary/Treasurer

Heather Zink
Borough Council President



LEO S. LUTZ
Mayor

EVAN M. GABEL
Solicitor

HEATHER ZINK
Borough Council President

MARK E. STIVERS
Borough Manager

MEMORANDUM

To: Borough Council and Mayor
From: Mark E. Stivers, Borough Manager
CC: Tammy Bennett, Finance Manager
Date: December 13, 2022

I am hereby recommending the following raises for the following staff:

Position	GL Expense Acct	2022	Change	2023
Full-Time Positions				
Chief of Police	01-410-120	104,562	3.00%	107,698
Borough Mgr	01-401-121	95,493	3.00%	98,358
Finance Mgr	01-402-120	66,955	3.00%	68,964
Market House Mgr	01-444-120	52,000	3.00%	53,560
Property Mgr	01-409-120	61,818	3.00%	63,672
Codes Mgr	01-413-140	54,995	3.00%	56,645
Property Inspector FT	01-413-316	44,845	3.00%	46,190
Zoning/Planning Mgr	01-414-122	66,976	3.00%	68,985
Public Works Mgr	01-430-122	79,560	3.00%	81,947



BOROUGH OF COLUMBIA, LANCASTER COUNTY, PENNSYLVANIA

RESOLUTION NO. 2022 - 47

A RESOLUTION OF THE BOROUGH OF COLUMBIA AUTHORIZING SPECIFIC SUMS ESTIMATED TO BE REQUIRED FOR THE SPECIFIC PURPOSES OF THE MUNICIPAL GOVERNMENT, HEREINAFTER SET FORTH, DURING THE YEAR 2023

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Borough Council of the Borough of Columbia, Lancaster County, Pennsylvania, as follows:

RESOLVED, that for the expenses of fiscal year 2023, the following amounts are hereby appropriated from the fund equities, revenues and other financing sources available for the year 2023 for the specific purposes set forth on the following pages. Said sums are set forth and detailed on the pages and such pages are incorporated herein by reference.

RESOLVED AND ADOPTED this 13th day of December 2022 by the Columbia Borough Council.

ATTEST:

Columbia Borough Council

Mark E Stivers
Borough Manager and Secretary/Treasurer

Heather Zink
Borough Council President



Borough of Columbia

Annual Budget 2023
Resolution 2022-
EXHIBIT A

	Budget 2023	% Change over 2022
Revenues		
General Fund (01)	\$ 8,290,152.00	16.85%
301-Real Property Taxes	\$ 4,451,104.00	
310-Local Tax Act 511	\$ 1,538,003.00	
320-Licenses & Permits	\$ 155,336.00	
330- Fines & Forfeits	\$ 237,965.00	
340-Interest, Rent & Royalties	\$ 236,198.00	
350-Intergovernmental Revenues	\$ 356,163.00	
361-Charges for Services & Materials	\$ 129,307.00	
362-Public Safety	\$ 387,568.00	
363-Highways & Streets	\$ 211,064.00	
370--390-Miscellaneous Revenue & Rebates	\$ 587,444.00	
Capital Fund (18)	\$ 4,317,015.00	52.96%
American Rescue Fund (21)	\$ 876,060.00	363.52%
Fund (30)	\$ 2,617,100.00	49.55%
Liquid Fuels Fund (35)	\$ 634,591.00	1.64%
Total Revenues	\$ 16,734,918.00	

Expenditures		
General Fund (01)	\$ 8,290,152.00	16.85%
400-General Government-Elected Officials	\$ 12,100.00	
401-402-General Government - Admin	\$ 655,687.00	
403-General Government - Tax Collection	\$ 24,797.00	
404-General Government - Solicitor/Legal Services	\$ 144,100.00	
408-General Government - Engineering Services	\$ 90,000.00	
409-General Government- Buildings & Properties	\$ 359,648.00	
410-Public Safety -Police	\$ 3,995,954.00	
411-Public Safety - Fire	\$ 251,532.00	
413-Public Safety - Code Complaine	\$ 340,433.00	
414-Public Safety- Planning & Zoning	\$ 204,649.00	
415-Public Safety - Emergency Management	\$ 3,000.00	
423-Human Services - Community	\$ 500.00	
426-Public Works-Recycling Collection & Disposal	\$ 77,217.00	
429-Public Works - WW Collection/Disposal	\$ 14,550.00	
430-Public Works-Highway	\$ 1,064,144.00	
433-Public Works-Traffic Control & Street Lights	\$ 23,500.00	
444-Market House	\$ 140,162.00	
450-Boards & Committees	\$ 15,500.00	
452-Contributions & Community Investement	\$ 18,000.00	
454-Culture- Parks	\$ 162,854.00	
471-Debt Services	\$ 691,325.00	
491-492- Other Financing Uses	\$ 500.00	
Capital Fund (18)	\$ 4,317,015.00	52.96%
American Rescue Fund (21)	\$ 876,060.00	78.43%
Fund (30)	\$ 2,617,100.00	33.13%
Liquid Fuels Fund (35)	\$ 634,591.00	1.61%
Total Expenditures	\$ 16,734,918.00	

From: [Heather Zink](#)
To: [Sean Krumpe](#); [Mark Stivers](#); [Kathleen Hohenadel](#)
Cc: [Michaela E Allwine](#)
Subject: Re: 318 Poplar Tax Claims
Date: Tuesday, November 29, 2022 12:00:09 PM
Attachments: [image.png](#)
[image.png](#)
[image.png](#)

That should be good. Thanks for your help.

Regards,

Heather Zink

Borough Council President • Borough of Columbia

[717-684-2467](tel:717-684-2467)

hzink@columbiapa.net

columbiapa.net

[308 Locust Street, Columbia, PA 17512](#)

From: Sean Krumpe <skrumpe@lchra.com>
Sent: Tuesday, November 29, 2022 11:58:03 AM
To: Heather Zink <HZink@columbiapa.net>; Mark Stivers <MStivers@columbiapa.net>; Kathleen Hohenadel <khohenadel@columbiabsd.org>
Cc: Michaela E Allwine <mallwine@lchra.com>
Subject: Re: 318 Poplar Tax Claims

Good morning Heather,

For the division of taxes, it is difficult to tell, as our Title Search for the property and any delinquent tax reports we can pull will not provide this breakdown. This information would need to be obtained specifically for the property from the county-municipal tax collector (in this case Columbia Borough collects its own taxes) and Columbia Borough School District's tax collector. Here are the millage rates for the property as they have remained for the past

several years:

DISTRICT #	DISTRICT NAME	County Millage	Muni Millage	School Millage	Total Millage
110	Columbia Boro	2.911	8.000000	26.4600	37.3710

Obviously, school district taxes account for the highest tax rates, but the property also uses the Homestead Exemption, so this rate is significantly reduced by that, making it difficult to calculate a breakdown without requesting the specific delinquent taxes from each collector.

The total purchase price we will be providing for the property is \$75,020. All delinquent taxes, mortgages, and tax liens total \$50,085.36 at this time, but that is not including 2022 taxes, which they will also be paying at settlement. We do not yet have that total, but I would conservatively estimate 2022 to total another \$3,200. In total (not including settlement, transfer, and deed recording costs) this would bring the amount they will walk away with from the purchase price of \$75,020, to \$21,734.

Please let me know if you have any other questions.

Sean Krumpe
Acquisition and Rehabilitation Program Coordinator



Phone: 717.394.0793 x 232

Email: skrumpe@lchra.com

28 Penn Square, Suite 200 | Lancaster, PA 17603

From: Heather Zink <HZink@columbiapa.net>

Sent: Wednesday, November 23, 2022 1:40 PM

To: Sean Krumpe <skrumpe@lchra.com>; Mark Stivers <MStivers@columbiapa.net>; Kathleen Hohenadel <khohenadel@columbiabsd.org>

Cc: Michaela E Allwine <mallwine@lchra.com>

Subject: Re: 318 Poplar Tax Claims

Council approved the purchase of 318 Poplar by the Land Bank at the meeting last night. We did not come to an agreement on the tax forgiveness. Any way we can get a breakdown of how much of the tax bill is Boro vs School vs County? Can we also know how much the homeowners are walking away with, not counting the tax forgiveness?

Regards,

Heather Zink

Borough Council President • Borough of Columbia

[717-684-2467](tel:717-684-2467)

hzink@columbiapa.net

columbiapa.net

[308 Locust Street, Columbia, PA 17512](http://308_Locust_Street_Columbia_PA_17512)

From: Sean Krumpe <skrumpe@lchra.com>

Sent: Thursday, November 17, 2022 11:40:19 AM

To: Mark Stivers <MStivers@columbiapa.net>; Heather Zink <HZink@columbiapa.net>; Kathleen Hohenadel <khohenadel@columbiabsd.org>

Cc: Michaela E Allwine <mallwine@lchra.com>

Subject: 318 Poplar Tax Claims

Good morning,

I am reaching out regarding the property at 318 Poplar Street. As you are aware, we have been working with Stacey and Jack Burkhart for some time, initially trying to put them through our Home Repair program, and later through Land Bank when it became clear that the property's issues were too significant for Home Repair. In addition to issues with the physical state of the property, Jack Burkhart's medical problems have made it very difficult for him to get around in the two-story property. Instead, they decided to sell the house to the Land Bank and find a one-story apartment that is much more livable given their needs. Luckily, the Burkharts were able to identify such a property and are willing to sell. They planned to use the proceeds of the sale to pay their rent moving forward, but the high mortgage and liens on 318 Poplar will significantly reduce the money with which they will come away from the sale.

As you are aware, the Land Bank has the power to work with the Municipal and School District taxing authorities to discharge tax claims on the property if it is agreeable among all parties. We were wondering if there might be any interest in discharging the property's existing tax claims to at least allow the Burkhart's to come away with a little more after the sale is completed.

Here is a breakdown of the tax claims for each year:

- 2017: \$6.42
- 2018: \$904.85
- 2019: \$3,769.23
- 2020: \$2,758.04
- 2021: \$3,738.39

TOTAL: \$11,176.93

Please let me know if this might be a possibility. If anyone has any questions, feel free to reach out.

Thank you,

Sean Krumpe
Acquisition and Rehabilitation Program Coordinator



Phone: 717.394.0793 x 232

Email: skrumpe@lchra.com

28 Penn Square, Suite 200 | Lancaster, PA 17603

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: 12/13/22

DEPARTMENT: Public Works

TITLE: Riverfront Storm Sewer DCED Grant Submission

BACKGROUND AND JUSTIFICATION: DCED has announced the PA Small Water and Sewer Grant Program to fund the acquisition, construction, improvement, expansion, repair, or rehabilitation, of a water supply system, sanitary sewer system, storm sewer system, or infrastructure that reduces the amount of runoff that needs to be managed by traditional infrastructure that are owned and maintained by a municipality or authority. Requests may be from \$30,000 to \$500,000 and may include up to 10% engineering cost. There is 15% match required and submissions are due by December 21st.

The storm sewer line which runs from Heritage Drive to the river in the vicinity of 158 Riverfront needs repair or replacement and is a good candidate for this opportunity.

Execution of the attached Resolution No. 2022-48 is required to proceed with requesting the funding. We have estimated the total cost of the project to be \$274,972.50. The resolution requests authorization for up to \$300,000 in funds to provide flexibility for any future revisions to the estimate.

MOTION:

Move to approve the execution of the attached Resolution No. 2022-48 and authorized C.S. Davidson to submit a PA Small Water and Sewer Grant for the Riverfront Storm Sewer Replacement project.

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Operating Expense (F01)	0	0	0	0	0
Capital Expense (F18)	0	0	0	0	0
ARPA Expense (F21)	0	\$41,245	0		
Capital Expense (F30)	0	0	0	0	0
Liquid Fuels Exp. (F35)	0	0	0	0	0
External Revenues (Grants)	0	\$233,727	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	\$274,972	0	0	0

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

Account Number	Account Description	FY23 Budget	Current Balance	Agenda Expenditure	Balance
21-463-673	158 Riverfront Storm System Improvements	\$150,000	\$150,000	\$41,245	\$108,755

ATTACHMENT(S):

- Resolution No. 2022-48
- Project Cost Estimate
- Project Site Plan

BOROUGH OF COLUMBIA, LANCASTER COUNTY, PENNSYLVANIA

RESOLUTION NO. 2022 – XX

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF COLUMBIA, LANCASTER, PENNSYLVANIA AUTHORIZING SFATT TO APPLY FOR A GRANT FROM DCNR FOR UP TO \$300,000 FOR STORM WATER SYSTEM REPAIRS

Be it RESOLVED, that the Borough of Columbia of Lancaster County hereby requests a PA Small Water and Sewer Program grant of up to \$300,000.00 from the Commonwealth Financing Authority to be used for Storm Sewer Repairs.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Mark E. Stivers, Borough Manager, ss the official to execute all documents and agreements between the Borough of Columbia, and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Mark E. Stivers, duly qualified Secretary of the Borough of Columbia, Lancaster County, PA, hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Borough Council at a regular meeting held December 13, 2022 and said Resolution has been recorded in the Minutes of the Columbia Borough Council Meeting and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Borough of Columbia on this 13th day of December 2022.

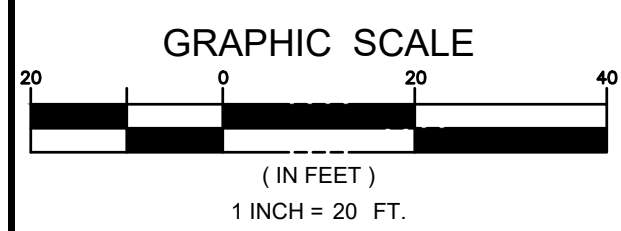
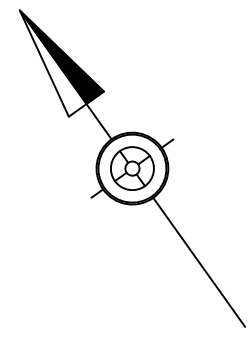
RESOLVED AND ADOPTED this _____ day of _____ 2022 by the Columbia Borough Council.

ATTEST:

Columbia Borough Council

Mark E Stivers
Borough Manager and Secretary/Treasurer

Heather M. Zink
Borough Council President



COLUMBIA BOROUGH
STORMWATER IMPROVEMENTS
 COLUMBIA BOROUGH
 YORK COUNTY, PENNSYLVANIA
RIVER FRONT STORMWATER


C.S. DAVIDSON, INC.
 ENGINEERING A BETTER COMMUNITY
 38 NORTH DUKE STREET, YORK, PA • PHONE (717) 846-4805
 50 WEST MIDDLE STREET, GETTYSBURG, PA • PHONE (717) 337-3021
 315 W. JAMES STREET, SUITE 102, LANCASTER, PA • PHONE (717) 481-2981
 WWW.CSDAVIDSON.COM

NO.	DATE	DESCRIPTION

DRAWN BY		RGM
CHECKED BY		
SCALE	1" = 20'	
DATE	11/30/2022	
DWG. NO.	398151500_A	
FILE NO.	3981.5.15.00	
SHEET NO.		



COLUMBIA BOROUGH

Riverfront Strom Sewer Replacement Cost Estimates

Engineer's Project No.: 3981.5.15.00

Prepared By: DJR/RGM

Date: November 30, 2022

ALTERNATE ALIGNMENT

No.	Description	Unit	Quantity	Unit Cost	Total Cost
1	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00
2	Maintenance and Protection of Traffic	LS	1	\$ 2,500.00	\$ 2,500.00
3	Finish Grading and Seeding	LS	1	\$ 7,500.00	\$ 7,500.00
4	Soil Erosion and Sedimentation Control	LS	1	\$ 7,500.00	\$ 7,500.00
6	36" Diameter SLCPP	LF	460	\$ 225.00	\$ 105,750.00
7	Inlets (Type 4)	EA	5	\$ 7,000.00	\$ 35,000.00
8	Inlets (2'x6')	EA	3	\$ 9,000.00	\$ 27,000.00
8	Type DW Endwall	EA	1	\$ 9,000.00	\$ 9,000.00
9	Riprap Apron	SY	25	\$ 80.00	\$ 2,000.00
10	Pavement Restoration	SY	700	\$ 30.00	\$ 21,000.00
				SUBTOTAL:	\$ 227,250.00
11	10% Construction Contingency	LS	1	\$ 22,725.00	\$ 22,725.00
				ESTIMATED CONSTRUCTION COST:	\$ 249,975.00
12	10% Engineering Cost	LS	1	\$ 24,997.50	\$ 24,997.50
				GRAND TOTAL:	\$ 274,972.50

Range of Checking Accts: First to Last Range of Check Dates: 12/13/22 to 12/13/22
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
01 GENERAL FUND		GENERAL FUND					
41218	12/13/22	APMM0005 APMM					642
22-01359	1	2023 MEMBERSHIP	165.00	01-402-420	Expenditure		94 1
				Dues & Publications			
41219	12/13/22	ATLAN005 Atlantic Tactical					642
22-01338	1	2022 Officer Equip Allow/Jacob	0.00	01-410-204	Expenditure		48 1
				Officer Equipment Allowance			
22-01339	1	Credit/2022 Officer Equip Allo	92.57-	01-410-204	Expenditure		49 1
				Officer Equipment Allowance			
22-01339	2	Credit/2022 Officer Equip Allo	92.57	01-410-204	Expenditure		50 1
				Officer Equipment Allowance			
			0.00				
41220	12/13/22	BATTE015 BATTERIES & BULBS					642
22-01355	1	D Alkaline Batteries	57.00	01-430-200	Expenditure		89 1
				Operating Supplies			
41221	12/13/22	BHI PR005 BHI Properties LLC					642
22-01366	1	1047 cloverton inspect refund	50.00	01-380-001	Revenue		107 1
				Miscellaneous Revenue			
41222	12/13/22	BMOYE005 B Moyer Radio Communications,					642
22-01311	1	Alignment/System Board/Labor	813.00	01-410-327	Expenditure		4 1
				Maintenance & Repair of Radios			
41223	12/13/22	BTSP0005 B&T Sportswear					642
22-01308	1	Remove/Add Name to jacket	15.00	01-410-238	Expenditure		1 1
				Police Uniforms and Dry Cleaning			
22-01388	1	Fluorescent Green knit beanie	88.16	01-430-200	Expenditure		144 1
				Operating Supplies			
			103.16				
41224	12/13/22	CINTA005 Cintas Corporation #59H					642
22-01316	1	Uniforms Public Wo #4138040983	87.25	01-430-238	Expenditure		7 1
				Hi ghway Uni form Cleani ng			
22-01333	1	Uniforms Public Wo #4138894373	87.25	01-430-238	Expenditure		44 1
				Hi ghway Uni form Cleani ng			
22-01385	1	Uniforms Public Wo #4139598125	87.25	01-430-238	Expenditure		138 1
				Hi ghway Uni form Cleani ng			
			261.75				
41225	12/13/22	COLUM025 Columbia Borough Fire Dept					642
22-01383	1	2022 Contribution	65,000.00	01-411-500	Expenditure		134 1
				CBVFD - Fire Co Contributions (Beg. 2021)			
41226	12/13/22	COLUM040 Columbia Tire Outlet & Garage					642
22-01387	1	HDV7A PA Inspection	35.00	01-430-375	Expenditure		142 1
				Maintenance & Repairs of Equipment			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
01	GENERAL FUND	GENERAL FUND	Continued						
41226	22-01387	Columbia Tire Outlet & Garage 2 HDV10A PA Inspection	35.00	01-430-375	Expenditure		143	1	
			<u>70.00</u>	Maintenance & Repairs of Equipment					
41227	12/13/22	COWBE005 Cowbell Insurance Agency LLC							642
22-01391	1	CYBER Insurance Coverage	6,993.00	01-409-352	Expenditure		147	1	
				Insurance Premium Expenses					
41228	12/13/22	CROWN Crownstone Equipment							642
22-01390	1	Repairs to Milling Head Attach	789.06	01-430-245	Expenditure		146	1	
				Highway Supplies					
41229	12/13/22	CSDAV005 CS Davidson Inc							642
22-01367	1	2020 comp plan update	1,050.39	01-408-101	Expenditure		108	1	
				Engineering Services					
22-01367	2	columbia boro nbis bride	358.64	18-480-400	Expenditure		109	1	
			<u>1,409.03</u>	4th Street Bridge Improvements					
41230	12/13/22	DIXIE005 Dixie Land Energy							642
22-01322	1	87 Gas 195.7 gals @ 2.9740	582.01	01-430-231	Expenditure		14	1	
				Fuel, Vehicles					
22-01322	2	federal lusst tax	0.20	01-430-231	Expenditure		15	1	
				Fuel, Vehicles					
22-01322	3	federal spill tax	0.38	01-430-231	Expenditure		16	1	
				Fuel, Vehicles					
22-01322	4	Di esel 231.8 gals @ 4.4330	1,027.57	01-430-231	Expenditure		17	1	
				Fuel, Vehicles					
22-01322	5	federal lusst tax	0.23	01-430-231	Expenditure		18	1	
				Fuel, Vehicles					
22-01322	6	federal spill tax	0.50	01-430-231	Expenditure		19	1	
				Fuel, Vehicles					
22-01322	7	Di esel fuel additi ve	2.90	01-430-231	Expenditure		20	1	
				Fuel, Vehicles					
22-01348	1	87 Gas 176.4gals @ 2.9529	520.89	01-430-231	Expenditure		62	1	
				Fuel, Vehicles					
22-01348	2	federal lusst tax	0.18	01-430-231	Expenditure		63	1	
				Fuel, Vehicles					
22-01348	3	federal spill tax	0.34	01-430-231	Expenditure		64	1	
				Fuel, Vehicles					
22-01348	4	Di esel 177.2 gals @ 3.9775	704.81	01-430-231	Expenditure		65	1	
				Fuel, Vehicles					
22-01348	5	federal lusst tax	0.18	01-430-231	Expenditure		66	1	
				Fuel, Vehicles					
22-01348	6	federal spill tax	0.38	01-430-231	Expenditure		67	1	
				Fuel, Vehicles					
22-01348	7	fuel additi ve	2.22	01-430-231	Expenditure		68	1	
			<u>2,842.79</u>	Fuel, Vehicles					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	
PO #	Item	Description					Ref Seq Acct	
01	GENERAL FUND	GENERAL FUND	Continued					
41231	12/13/22	DONNE010 RR Donnelley					642	
22-01380	1	200 citations	23.93	01-413-340	Expenditure		130 1	
				Printing				
41232	12/13/22	ELAGR005 ELA Group Inc					642	
22-01352	1	subdivision plan mcginess	1,202.50	18-450-001	Expenditure		87 1	
				McGinness Airport Development Project				
41233	12/13/22	EMHER005 EM Herr Ace Hardware					642	
22-01324	1	Photo Cell Controller	16.99	01-434-375	Expenditure		22 1	
				Street Lighting, Maintenance				
22-01324	2	GFCI Receptacles Locust St Pk	159.95	01-454-453	Expenditure		23 1	
				Maintenance of Parks - Locust Park				
22-01324	3	LED Light Bulbs Locust St Pk	44.99	01-454-453	Expenditure		24 1	
				Maintenance of Parks - Locust Park				
			221.93					
41234	12/13/22	ENGL030 Engle-Hambright & Davies					642	
22-01356	1	2 OF 4 INSTALLMENTS	535.00	01-409-352	Expenditure		90 1	
				Insurance Premium Expenses				
41235	12/13/22	ENTER005 Enterprise Fleet Management					642	
22-01343	1	Fleet Lease Vehicles	4,451.21	01-410-471	Expenditure		54 1	
				Enterprise 2022, Lease Principal -POLICE				
22-01343	2	Fleet Lease Vehicles	330.59	01-413-471	Expenditure		55 1	
				Enterprise 2021, Lease Principal - CODES				
22-01343	3	Fleet Lease Vehicles	991.82	01-430-471	Expenditure		56 1	
				Enterprise 2021, Lease Principal - P.W.				
22-01343	4	Fleet Lease Vehicles	478.08	01-430-471	Expenditure		57 1	
				Enterprise 2021, Lease Principal - P.W.				
22-01343	5	Fleet Lease Vehicles	150.00	01-410-471	Expenditure		58 1	
				Enterprise 2022, Lease Principal -POLICE				
			6,401.70					
41236	12/13/22	EXE005 Executive Image Solutions					642	
22-01375	1	11/15/22-12/14-22	6,232.82	01-402-312	Expenditure		124 1	
				IT Contracted Services				
41237	12/13/22	FREI005 FREIGHTLINER OF LANCASTER					642	
22-01325	1	HDV26 Freightliner Dump	186.41	01-430-375	Expenditure		25 1	
				Maintenance & Repairs of Equipment				
41238	12/13/22	FREYL005 Frey Lutz Corp					642	
22-01357	1	11/11/2022	150.00	01-409-370	Expenditure		91 1	
				Maintenance & Repair of Building				
41239	12/13/22	FRI005 Fricke Hardware & Rental				12/13/22 VOID	0	
41240	12/13/22	FRI005 Fricke Hardware & Rental					642	
22-01350	1	Marking Paint	19.98	01-430-200	Expenditure		73 1	
				Operating Supplies				

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
01	GENERAL FUND	GENERAL FUND	Continued						
41240	Fricke	Hardware & Rental	Continued						
22-01350	2	Tin Snip	17.99	01-430-200	Expenditure		74	1	
				Operating Supplies					
22-01350	3	Fasteners	20.64	01-430-200	Expenditure		75	1	
				Operating Supplies					
22-01350	4	Fasteners	8.98	01-430-200	Expenditure		76	1	
				Operating Supplies					
22-01350	5	Cable Ties	17.29	01-430-200	Expenditure		77	1	
				Operating Supplies					
22-01350	6	Cable Ties	31.78	01-430-200	Expenditure		78	1	
				Operating Supplies					
22-01350	7	Cable Ties	5.66	01-430-200	Expenditure		79	1	
				Operating Supplies					
22-01351	1	#135113 Lacq thin; contact ceme	47.98	01-410-610	Expenditure		80	1	
				Maintenance & Repair of Building					
22-01351	2	#135710 drain opener	15.18	01-409-226	Expenditure		81	1	
				Cleaning Supplies					
22-01351	3	#135931 glass repair	31.00	01-410-610	Expenditure		82	1	
				Maintenance & Repair of Building					
22-01351	4	#136462 key cuts	8.94	18-450-001	Expenditure		83	1	
				McGinness Airport Development Project					
22-01351	5	#136473 wall light	17.98	01-409-370	Expenditure		84	1	
				Maintenance & Repair of Building					
22-01351	6	#136522 pipe insulation	9.98	01-454-378	Expenditure		85	1	
				Columbia Crossings, Building/Prop Maint.					
22-01351	7	#136761 fasteners, squeegee	21.65	01-409-370	Expenditure		86	1	
				Maintenance & Repair of Building					
22-01364	1	Fittings for new parking meter	66.81	01-410-375	Expenditure		105	1	
				Maintenance & Repair, Parking Meters					
22-01365	1	Duct Tape/Parade Barrier	27.96	01-410-200	Expenditure		106	1	
				Police Equipment & Supplies					
			<u>369.80</u>						
41241	12/13/22	GEMMI 005 DE Gemmi II							642
22-01331	1	Walnut Street	39.00	01-433-260	Expenditure		35	1	
				Street Signs					
22-01331	2	N Second Street	44.00	01-433-260	Expenditure		36	1	
				Street Signs					
22-01331	3	12" Universal Post Cap Flat	60.00	01-433-260	Expenditure		37	1	
				Street Signs					
22-01331	4	12" Cross Piece 90 Flat	60.00	01-433-260	Expenditure		38	1	
				Street Signs					
22-01331	5	2" Sq post 10 foot long	268.00	01-433-260	Expenditure		39	1	
				Street Signs					
22-01331	6	3 ft Sq Breakaway Base 2.25"	120.00	01-433-260	Expenditure		40	1	
				Street Signs					
22-01331	7	Sq Post Nut & Bolt	4.44	01-433-260	Expenditure		41	1	
				Street Signs					
22-01331	8	Handicap Sign 12X18	92.00	01-433-260	Expenditure		42	1	
				Street Signs					
			<u>687.44</u>						

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
01 GENERAL FUND GENERAL FUND Continued									
41242	12/13/22	GENERAL010 General Code							642
22-01373	1	subscription	4,231.44	01-402-310	Expenditure		120		1
				Borough Code Maintenance					
41243	12/13/22	GOODT005 Good Transport Services, Inc							642
22-01346	1	HDV13 Fuel Leak	627.75	01-426-102	Expenditure		60		1
				Recycling Maintenance of Equip. & Bldgs					
41244	12/13/22	HERSH015 Hershey Equipment Co							642
22-01386	1	HDV13 PA State Inspection	9.00	01-430-375	Expenditure		139		1
				Maintenance & Repairs of Equipment					
22-01386	2	HDV13 Labor/Inspection	75.00	01-430-375	Expenditure		140		1
				Maintenance & Repairs of Equipment					
22-01386	3	HDV13 Wiper blades	17.60	01-430-375	Expenditure		141		1
				Maintenance & Repairs of Equipment					
			101.60						
41245	12/13/22	IMPRES005 Impressive Signs							642
22-01374	1	code compliance	200.40	01-413-220	Expenditure		121		1
				Operating Supplies					
22-01374	2	public works	601.20	01-430-200	Expenditure		122		1
				Operating Supplies					
22-01374	3	logo only	500.40	01-402-340	Expenditure		123		1
				Printing & Advertising					
			1,302.00						
41246	12/13/22	INSUR005 Insurance Services United							642
22-01354	1	BOND#105886571 2ND YEAR INSTAL	637.00	01-409-352	Expenditure		88		1
				Insurance Premium Expenses					
41247	12/13/22	JAMES005 James R Wolpert							642
22-01342	1	Parking Meter Maint 11/2022	200.00	01-410-375	Expenditure		53		1
				Maintenance & Repair, Parking Meters					
41248	12/13/22	LANCA010 Lancaster County Solid Waste M							642
22-01332	1	Dump Trash #3000390192	35.00	01-409-365	Expenditure		43		1
				Trash Disposal Services					
41249	12/13/22	LANCA025 Lancaster Avenue Garage & Tire							642
22-01309	1	St Insp/Emission/Lube PD#3	108.95	01-410-376	Expenditure		2		1
				Maintenance & Repair, Police Vehicles					
41250	12/13/22	LANCA070 Lancaster County Treasurer							642
22-01334	1	November 2022 County Portion	2,655.88	01-200-201	G/L		45		1
				Lanc Co RE Tax Payable					
41251	12/13/22	LANCA145 Lancaster County Magazine							642
22-01377	1	markethouse 1/4 page holiday	540.00	01-402-340	Expenditure		127		1
				Printing & Advertising					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
01 GENERAL FUND GENERAL FUND Continued									
41252	12/13/22	LANCREN Lancaster Rental World					642		
22-01360	1	lift rental 11/21/2022	181.50	01-444-373	Expenditure		95	1	
				Market House, Maintenance of Building					
41253	12/13/22	LEAF0005 Leaf					642		
22-01376	1	admin copier	160.81	01-402-317	Expenditure		125	1	
				Contracted Services					
22-01376	2	police copier	160.66	01-410-384	Expenditure		126	1	
				Equipment Rental					
			321.47						
41254	12/13/22	LNPME005 LNP Media Group, Inc					642		
22-01310	1	Ad for Police Officer	264.44	01-402-340	Expenditure		3	1	
				Printing & Advertising					
22-01372	1	portable compost purchase	639.36	01-402-340	Expenditure		119	1	
				Printing & Advertising					
			903.80						
41255	12/13/22	MESSI005 Messicks					642		
22-01318	1	HDA28 Rear Damper Spring	348.26	01-426-102	Expenditure		8	1	
				Recycling Maintenance of Equip. & Bldgs					
41256	12/13/22	MONIT005 Monitronics					642		
22-01368	1	col crossing	0.03	01-454-377	Expenditure		110	1	
				Columbia Crossings, Contracted Services					
22-01368	2	service call 308 locust 11/28	189.00	01-429-373	Expenditure		111	1	
				WWTP, Building & Property Maintenance					
22-01368	3	308 locust	1,946.25	01-402-317	Expenditure		112	1	
				Contracted Services					
22-01368	4	col crossing service call 11/29	34.35	01-454-378	Expenditure		113	1	
				Columbia Crossings, Building/Prop Maint.					
			2,169.63						
41257	12/13/22	MRMWO005 MRM Workers' Comp Fund					642		
22-01328	1	Work Comp Ins-ADMIN	196.68	01-402-195	Expenditure		26	1	
				Employee Workers Compensation Insurance					
22-01328	2	Work Comp Ins-BLDG PROP	7.46	01-409-195	Expenditure		27	1	
				Employee Workers Compensation Insurance					
22-01328	3	Work Comp Ins-POLICE	8,794.43	01-410-195	Expenditure		28	1	
				Employee Workers Compensation Insurance					
22-01328	4	Work Comp Ins-CODES	29.84	01-413-195	Expenditure		29	1	
				Employee Workers Compensation Insurance					
22-01328	5	Work Comp Ins-ZONING	14.92	01-414-195	Expenditure		30	1	
				Employee Workers Compensation Insurance					
22-01328	6	Work Comp Ins-HWY PW	4,824.87	01-430-195	Expenditure		31	1	
				Employee Workers Compensation Insurance					
22-01328	7	Work Comp Ins-MRKT HOUSE	7.46	01-444-195	Expenditure		32	1	
				Employee Workers Compensation Insurance					
			13,875.66						

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	
PO #	Item	Description					Ref Seq Acct	
01	GENERAL FUND	GENERAL FUND	Continued					
41258	12/13/22	NICET010 Nicetruth					642	
22-01340	1	Pre-employment Testing/Carlino	250.00	01-410-200	Expenditure		51 1	
				Police Equipment & Supplies				
41259	12/13/22	PENNS010 Pennsylvania One Call System,					642	
22-01384	1	karl supplemental messages	5.10	01-430-321	Expenditure		135 1	
				Highway, Phone - Cell & Landline & GPS				
22-01384	2	email delivery charges	0.84	01-430-321	Expenditure		136 1	
				Highway, Phone - Cell & Landline & GPS				
22-01384	3	monthly activity fee	26.88	01-430-321	Expenditure		137 1	
				Highway, Phone - Cell & Landline & GPS				
			32.82					
41260	12/13/22	PITNE020 Pitney Bowes Bank Purch Power					642	
22-01370	1	10/28/2022	1,000.00	01-402-325	Expenditure		115 1	
				Postage				
22-01370	2	transaction fee postage refill	20.99	01-402-325	Expenditure		116 1	
				Postage				
			1,020.99					
41261	12/13/22	PPLEL005 PPL Electric Utilities Corp					642	
22-01379	1	1020 manor mcginess	18.47	18-450-001	Expenditure		129 1	
				McGiness Airport Development Project				
41262	12/13/22	PSAB0005 PSAB					642	
22-01358	1	MEMBERSHIP DIRECTORY LISTING	40.00	01-402-420	Expenditure		92 1	
				Dues & Publications				
22-01358	2	3 BORO NEWS MAG SUBSCRIPTIONS	30.00	01-402-420	Expenditure		93 1	
				Dues & Publications				
			70.00					
41263	12/13/22	QUALI010 Quality Digital Office Solutio					642	
22-01371	1	admin 10/20/22 11/19/22	249.73	01-402-317	Expenditure		117 1	
				Contracted Services				
22-01371	2	police 10/200/22 11/19/22	144.29	01-410-317	Expenditure		118 1	
				Contracted Services				
			394.02					
41264	12/13/22	RESSL005 Ressler Propane					642	
22-01347	1	430 S Front St Gas #F1642745	103.28	01-430-363	Expenditure		61 1	
				Highway, Natural Gas Usage				
41265	12/13/22	RETTE005 Rettew Associates, Inc					642	
22-01378	1	cb funding assistance	2,017.50	01-402-330	Expenditure		128 1	
				Grant Writing Services				
41266	12/13/22	RHOAD005 Rhoads Energy					642	
22-01382	1	CBVFD Fuel Usage-premium	1,084.28	01-411-231	Expenditure		132 1	
				CBVFD - Gasoline, Vehicles				

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
01	GENERAL FUND	GENERAL FUND	Continued						
41266	Rhoads Energy	Continued							
22-01382	2	CBVFD Fuel Usage-regular	202.86	01-411-231	Expenditure		133	1	
				CBVFD - Gasoline, Vehicles					
			1,287.14						
41267	12/13/22	RILEI005 Rileighs Outdoor Decot Garland, Lights, Wreaths	3,105.00	01-430-200	Expenditure		145	1	642
22-01389	1			Operating Supplies					
41268	12/13/22	RIVER015 River Valley Disposal							642
22-01362	1	3 yd 2xweek 308 locust dec22	210.00	01-409-365	Expenditure		97	1	
				Trash Disposal Services					
22-01362	2	recycling 308 locust dec 22	30.00	01-409-365	Expenditure		98	1	
				Trash Disposal Services					
22-01362	3	cb 2yd 1xweek dec 22	64.00	01-409-365	Expenditure		99	1	
				Trash Disposal Services					
22-01362	4	columbia st cans dec 22	343.25	01-409-365	Expenditure		100	1	
				Trash Disposal Services					
22-01362	5	fuel surcharge	51.78	01-409-365	Expenditure		101	1	
				Trash Disposal Services					
22-01362	6	3 yd 2xweek dec 22	220.50	01-454-377	Expenditure		102	1	
				Columbia Crossings, Contracted Services					
22-01362	7	fuel surcharge	17.64	01-454-377	Expenditure		103	1	
				Columbia Crossings, Contracted Services					
			937.17						
41269	12/13/22	RWCON005 R/W Connection, Inc							642
22-01323	1	Suction Hose - Storm Drain Vac	278.92	01-430-143	Expenditure		21	1	
				Storm Water Supplies					
41270	12/13/22	SHAR0020 Sharon K Filizzi							642
22-01336	1	Return Fire Escrow 521 Manor	19,056.00	01-250-100	G/L		46	1	
				Escrow, Insurance Proceeds					
41271	12/13/22	SLAYM010 Slaymaker Rentals & Supply Inc							642
22-01329	1	Hang Chirstmas Tree Lights	950.00	01-454-453	Expenditure		33	1	
				Maintenance of Parks - Locust Park					
22-01329	2	Delivery & Pickup Fee for lift	275.00	01-454-453	Expenditure		34	1	
				Maintenance of Parks - Locust Park					
			1,225.00						
41272	12/13/22	STATE020 State Workers' Insurance Fund							642
22-01363	1	1/1/23-1/1/24	5,950.00	01-411-381	Expenditure		104	1	
				CBVFD work comp					
				CBVFD - Workers Comp. Ins					
41273	12/13/22	STICK005 Sticky Graphics							642
22-01321	1	Reflect graphics wrecked Pd Ve	850.00	01-410-376	Expenditure		13	1	
				Maintenance & Repair, Police Vehicles					
41274	12/13/22	SUPER005 Super Shoe Stores							642
22-01349	1	C Smith Public Works	139.47	01-430-239	Expenditure		69	1	
				Employee Clothing Allowance					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
01	GENERAL FUND	GENERAL FUND		Continued					
41274	Super Shoe Stores	Continued							
22-01349	2	C Wallick Public Works	161.99	01-430-239	Expenditure		70	1	
				Employee Clothing Allowance					
22-01349	3	W Affeld Maintenance	53.99	01-409-239	Expenditure		71	1	
				Clothing Allowance (Janitorial)					
22-01349	4	P Di ffenderfer Code Dept	85.49	01-413-238	Expenditure		72	1	
				Clothing Allowance (Code Enf)					
			440.94						
41275	12/13/22	TACTI005 Tactical Wear							642
22-01337	1	2022 Officer Equip Allow	250.75	01-410-204	Expenditure		47	1	
				Officer Equipment Allowance					
41276	12/13/22	TECHN010 Technology Enterprise Group							642
22-01341	1	2023 MACH w/CLEAN License	2,420.88	01-410-317	Expenditure		52	1	
				Contracted Services					
41277	12/13/22	TOTAL Total Exterminating Services							642
22-01319	1	41 Walnut St Monthly	60.00	01-454-377	Expenditure		9	1	
				Columbia Crossings, Contracted Services					
22-01319	2	308 Locust St-split 1/2 Police	25.00	01-410-317	Expenditure		10	1	
				Contracted Services					
22-01319	3	308 Locust St-split 1/2 Office	25.00	01-402-317	Expenditure		11	1	
				Contracted Services					
22-01319	4	15 S 3rd St Market House	75.00	01-444-317	Expenditure		12	1	
				Market House, Contracted Services					
			185.00						
41278	12/13/22	TRINI005 Trinity Solar							642
22-01381	1	Refund Permit fee/CANCELLED	176.80	01-361-330	Revenue		131	1	
				Building & Zoning Permits					
41279	12/13/22	VERI Z005 Verizon Wireless							642
22-01369	1	police/jet packs 10/18-11/17	280.09	01-410-321	Expenditure		114	1	
				Police, Phone - Cell, Landline & GPS					
41280	12/13/22	WITME005 WITMER PUBLIC SAFETY GROUP, IN							642
22-01345	1	Federal Cartridge 223REM. 55	296.80	01-410-201	Expenditure		59	1	
				Police Ammo					
41281	12/13/22	YORGE005 Yorgeys Fine Cleaning							642
22-01312	1	Drycleaning-PD 10-19 to 11/15	116.40	01-410-238	Expenditure		5	1	
				Police Uniforms and Dry Cleaning					
22-01313	1	Drycleaning-PD 9/20-10/18	134.30	01-410-238	Expenditure		6	1	
				Police Uniforms and Dry Cleaning					
			250.70						
41282	12/13/22	YORKC005 York County SPCA							642
22-01361	1	9 cats spay/neuter	180.00	01-413-540	Expenditure		96	1	
				TNR					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
01 GENERAL FUND GENERAL FUND			Continued						
41284	12/13/22	DIXIE005 Dixie Land Energy					644		
22-01392	1	87 Gas 244.5 gals @ 2.6536	648.81	01-430-231	Expenditure		1	1	
				Fuel, Vehicles					
22-01392	2	federal lust tax	0.24	01-430-231	Expenditure		2	1	
				Fuel, Vehicles					
22-01392	3	federal spill tax	0.47	01-430-231	Expenditure		3	1	
				Fuel, Vehicles					
22-01392	4	Diesel 159.1 gals @ 3.7053	589.51	01-430-231	Expenditure		4	1	
				Fuel, Vehicles					
22-01392	5	federal lust tax	0.16	01-430-231	Expenditure		5	1	
				Fuel, Vehicles					
22-01392	6	federal spill tax	0.34	01-430-231	Expenditure		6	1	
				Fuel, Vehicles					
22-01392	7	diesel fuel additive	1.99	01-430-231	Expenditure		7	1	
				Fuel, Vehicles					
			1,241.52						

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	65	1	165,125.05	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	65	1	165,125.05	0.00

35 LIQUID FUELS PLGIT LIQUID FUELS									
580	12/13/22	EASTERN Eastern Salt Company Inc					643		
22-01317	1	Tic #23-100982 rock salt	1,963.94	35-432-200	Expenditure		1	1	
				Snow & Ice Removal					
22-01317	2	Tic #23-100984 rock salt	1,869.14	35-432-200	Expenditure		2	1	
				Snow & Ice Removal					
			3,833.08						
581	12/13/22	PPELE005 PPL Electric Utilities Corp					643		
22-01379	2	n 2nd st st light	45.87	35-434-001	Expenditure		3	1	
				Street Lighting - Electrical Usage					
22-01379	3	walnut traffic signal	49.67	35-434-002	Expenditure		4	1	
				Traffic Lights - Electrical Usage					
22-01379	4	5th st traffic light	34.70	35-434-002	Expenditure		5	1	
				Traffic Lights - Electrical Usage					
22-01379	5	malleabl rd st light	34.31	35-434-001	Expenditure		6	1	
				Street Lighting - Electrical Usage					
22-01379	6	st lights	7,756.97	35-434-001	Expenditure		7	1	
				Street Lighting - Electrical Usage					
			7,921.52						

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	2	0	11,754.60	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	11,754.60	0.00

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
35	LIQUID FUELS	PLGIT LIQUID FUELS	Continued						
Report Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount</u>	<u>Void</u>		
	Checks:		67	1	176,879.65		0.00		
	Direct Deposit:		0	0	0.00		0.00		
	Total:		<u>67</u>	<u>1</u>	<u>176,879.65</u>		<u>0.00</u>		

Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND BBT	2-01	141,597.82	226.80	21,711.88	163,536.50
CAPITAL FUND	2-18	1,588.55	0.00	0.00	1,588.55
HIGHWAY AID FUND	2-35	11,754.60	0.00	0.00	11,754.60
Total Of All Funds:		<u>154,940.97</u>	<u>226.80</u>	<u>21,711.88</u>	<u>176,879.65</u>

Totals by Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND BBT	01	141,597.82	226.80	21,711.88	163,536.50
CAPITAL FUND	18	1,588.55	0.00	0.00	1,588.55
HIGHWAY AID FUND	35	11,754.60	0.00	0.00	11,754.60
Total Of All Funds:		<u>154,940.97</u>	<u>226.80</u>	<u>21,711.88</u>	<u>176,879.65</u>

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND BBT	2-01	141,597.82	0.00	0.00	0.00	141,597.82
CAPITAL FUND	2-18	1,588.55	0.00	0.00	0.00	1,588.55
HIGHWAY AID FUND	2-35	11,754.60	0.00	0.00	0.00	11,754.60
Total Of All Funds:		154,940.97	0.00	0.00	0.00	154,940.97

AGREEMENT

Between

BOROUGH OF COLUMBIA

and

**PENNSYLVANIA SOCIAL SERVICES UNION
(PSSU), LOCAL 668, of the SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO, CLC**

January 1, 2023 to December 31, 2026

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**ARTICLE 1
PREAMBLE**

THIS AGREEMENT entered into by the **PENNSYLVANIA SOCIAL SERVICES UNION (PSSU), LOCAL 668**, of the **SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, CLC**, hereinafter referred to as the “Union,” and the **BOROUGH OF COLUMBIA**, Lancaster County, Pennsylvania, hereinafter referred to as the “Borough,” has as its purpose of harmonious relations between the Union and the Borough; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

**ARTICLE 2
RECOGNITION**

The Borough recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all classifications of employees in the unit certified by the Pennsylvania Labor Relations Board on July 7, 1997, as per Case No. PERA-R-97-286-E. The use of a masculine gender term herein shall include the feminine gender.

**ARTICLE 3
MANAGEMENT RIGHTS**

The Union recognizes the exclusive rights of the Borough to determine its operating policies and manage the Borough and its operations in light of its experience. It is understood and agreed that all rights, powers or authority possessed by the Borough before the signing of this Agreement, whether exercised or not, shall be retained by the Borough.

Except where expressly abridged by a specific provision of this Agreement, the Employer retains the sole and exclusive right to hire, promote, discipline, discharge, transfer, classify, assign, layoff and otherwise direct the workforce; to evaluate and determine the qualifications of and selection of employees; to transfer the employees from one job or shift to another; to determine the number and arrangement of work shifts and the number of employees to be assigned to each; to determine the number of hours of work and starting and stopping times; to determine the amount of compulsory overtime to be worked; to establish and change rules and policies; to determine the standards, methods and means of

operation and production; to determine the job content and requirements of any job; to organize, discontinue, consolidate, enlarge or reduce departments, jobs or functions; to select, introduce, discontinue, transfer, eliminate or change equipment, machinery, methods of operation, processes, work or services; to introduce new or improved facilities; to open, close or relocate a facility in whole or in part; to introduce a change in method or methods of operation which may produce a change in job duties and reduction in personnel; and the right to carry out the ordinary and customary functions of management in the sole and exclusive judgment of the Borough. The Union acknowledges, by the inclusion of this language, a clear and unequivocal waiver of rights to the items listed above, except for impact bargaining to the extent required by law.

ARTICLE 4 UNION SECURITY

Section 1. The Employer agrees to process dues authorization cards in an expeditious manner upon receipt. Should it be determined by the Union that an employee's payroll dues deduction should cease, the Union shall be responsible for notifying the Employer. Such notices shall be communicated in writing and shall include the effective date of the cessation of payroll dues deduction. The Employer shall rely on the information provided by the Union to cancel or otherwise change authorizations.

Section 2. Requests to revoke Union membership shall be directed to the Union rather than the Employer. Any membership resignation requests received by the employer shall be redirected to the Union. The Union shall be solely responsible for processing member resignations.

Section 3. The Borough shall furnish each new employee with a copy of this Agreement together with an authorization card for dues payroll deduction and a packet of informational material. Provided, however, the Union has furnished the Borough with sufficient copies of the Agreement containing the authorization for dues deduction as well as sufficient copies of the informational material and shall also retain the right to refuse to distribute the information material if, in the Borough's opinion, the informational material contains derogatory statements or statements detrimental to the labor-management relationship. Additionally, if the Borough determines that the distribution of the informational material becomes an administrative burden, the Borough shall have the right to withdraw its participation.

Section 4. The Borough will make available to the Union representatives a list of all new hires within the bargaining unit. Such lists shall be provided on a monthly basis or at intervals determined by discussion between the Union and the Borough representatives.

ARTICLE 5 UNION DUES AND PAYROLL DEDUCTIONS

Section 1. The Employer agrees to deduct biweekly union membership dues, annual assessment and an initiation fee and service fees from each pay of those employees who individually request in writing that such deductions be made. The signature of the employee on a properly completed Union dues deduction authorization card shall constitute the only necessary authorization to begin payroll deductions of said dues. The parties agree that the term “authorization” includes an authorization created and maintained through the use of electronic records and electronic signatures (consistent with state and federal law). The Union therefore may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues from wages and payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to COPE funds, subject to the requirements of federal and state law. The Employer shall accept confirmations from the Union that the Union possess electronic records of such membership and shall give full force and effect to such authorizations. The Union shall certify to the Employer the rate at which Union dues are to be deducted, and dues at this rate shall be deducted from all compensation paid. The aggregate deductions together with an itemized statement shall be electronically transmitted to the Union on or before the end of the month for which such deduction is made. Information shall be transmitted as a CSV in Excel or flatfile.

Section 2. The Employer shall submit, on a quarterly basis, a complete list of Union members, non-union members, pay rate, department, indicate where appropriate those individuals on a leave of absence including workers compensation leave.

Section 3. Where an employee has been suspended, furloughed, or discharged and subsequently returned to work, with full or partial back pay, the Borough shall, in the manner outlined in Sections 1 and 3 above, deduct the Union membership dues that are due and owing for the period for which the employee receives back pay.

Section 4. The Borough agrees to deduct from the paycheck of employees covered by this Agreement voluntary contributions to the Union’s Political Action Committee. The Borough shall make such deductions only in accordance with the written authorization of respective employees which shall specify the amount, frequency, and duration of the deductions.

The Borough shall transmit the monies deducted in accordance with this section to the Union’s Political Action Committee, in accordance with the written direction of the Union.

Section 5. The Borough agrees to make payroll deductions available to employees who wish to participate in the State Employees Credit Union, as designated by the Union, and any one of the credit unions duly chartered under State or Federal statutes and approved by the Borough.

Section 6. The Borough shall remit the deductions of employees together with an itemized statement to the applicable credit union designated under Section 5 above within 30 days following the end of the calendar month in which deductions were made.

Section 7.

a. The Borough shall establish rules, procedures, and forms which it deems necessary to extend payroll deductions for credit union purposes.

b. Payroll deduction authorization forms for credit union purposes must be executed by and between the employee and an official of the credit union.

Section 8. The Union shall indemnify and hold the Borough harmless against any and all claims, suits, orders or judgments brought or issued against the Borough as a result of the action taken or not taken by the Borough under the provisions of this Article.

**ARTICLE 6
WORK SCHEDULE**

The usual work week shall consist of five (5) work shifts of eight (8) hours per shift, for a total of forty (40) hours per calendar week. All employees shall be designated as either a regular work week employee or an irregular work week employee. Part-time employees shall be scheduled on an “as needed” basis.

Section 1. Regular Work Week: A regular work week shall consist of the five (5) consecutive regular calendar days of Monday through Friday.

Section 2. Irregular Work Week: An irregular work week shall consist of any five days in a calendar week.

Section 3. Work Week Provisions: The following provisions shall apply to all employees:

- a. Each employee will have two days off in a seven day work week.
- b. The first day off, if worked, will be paid time and one-half (1.5X).
- c. The second day off, if worked, will be paid at double time (2X).

Section 4. Employees may be required to work outside their normal work shift and/or work week in the event of an unusual circumstance such as snow removal, storm damage, sewer system malfunction or any other emergency situation as determined by management. For the purposes of this Agreement, an “emergency” shall be defined as a sudden or unexpected event which creates a dangerous condition necessitating immediate action on the part of the Borough; however, ordinary or customary conditions shall not be deemed to be emergencies. The Borough shall use its best efforts to expeditiously resolve all emergency situations.

ARTICLE 7 CLEAN-UP TIME

Section 1. Employees required to maintain and clean equipment at the direction of their supervisor shall be granted a fifteen (15) minute clean-up period prior to the end of the work shift.

Section 2. Work schedules shall be arranged so employees may take advantage of this provision when necessary.

ARTICLE 8 REST PERIODS

Section 1. All employees’ work schedules shall provide for a fifteen (15) minute paid rest period during each one-half (1/2) work shift but not at the beginning or the end of any work day. The rest period shall be scheduled whenever possible at

the middle of such one-half (1/2) shift. The Borough, however, shall be able to vary the scheduling of such period when, in its opinion, the demands of work require such variance. The scheduling of rest periods before or after meal periods is permissible with the prior permission of the employee's supervisor on a case-by-case basis.

ARTICLE 9 MEAL PERIODS

Thirty (30) minute lunch periods are not regarded as time worked. In general, each employee is required to observe the stated lunch period, however, in emergency situations at the direction of the supervisor or mutually agreed upon situations, lunch periods may be waived.

ARTICLE 10 MISCELLANEOUS PROVISIONS

Section 1. Should any Article, Section, or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion, thereof, directly specified in the decision. Upon the issuance of such a decision, the parties agree that the Borough shall not be required to perform any act or provide any benefit which is no longer lawful, in addition, the Parties agree to immediately negotiate a substitute for the invalidated Article, Section, or portion thereof, using as a guide said recent decision of the court.

ARTICLE 11 UNIFORMS, CLOTHING AND EQUIPMENT

The Borough will provide foul weather gear for use by those employees required to work under such conditions, and will also provide uniforms for Public Works, , Codes Compliance Department, Janitorial and Parking Enforcement Officers employees. The cost of the uniform rentals will be the responsibility of the Borough.

The Borough shall provide four hundred (\$400.00) per year towards foul weather gear which shall include, but not limited to, quality footwear, winter coat, outerwear, insulated coveralls, and gloves. The provision shall be determined through a mutually agreed upon vendor capable of supplying quality at a reasonable price. It is anticipated that employees who work in the Public Works

Department, Parking Enforcement Office and Janitors will primarily be utilizing the above mentioned foul weather gear. The provision of such articles shall be through a single vendor mutually selected by the Borough and the Union, which vendor is capable of supplying quality articles at reasonable prices and with direct service to borough employees. If the Employee chooses to purchase footwear from an alternative vendor, the Employee will present verification of the footwear cost to the Borough Manager. The Borough will then issue a voucher/check for the purchase. The footwear to be provided under this provision consists of safety work shoes and safety work boots meeting appropriate ANSI standards.

ARTICLE 12 HOLIDAYS

Section 1. The following will be observed as paid holidays:

New Year's Day	Labor Day
M. L. King's Birthday	Floating Holiday
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
(Observed)	Day after Christmas Day

Section 2. Employees required to work on any of the holidays specified above will receive one and one-half (1-1/2) times their regular rate of pay or equivalent compensatory time off, to be taken in the current or next pay period. Employees required to work on Thanksgiving Day, Independence Day, or Christmas Day will receive double their regular rate of pay. In addition, the employee(s) shall receive the regular holiday pay.

Section 3. When one of the holidays specified above is observed during an employee's vacation, the employee shall be entitled to one (1) additional day of vacation. If a holiday falls on Saturday, it shall be celebrated on Friday; and, if a holiday falls on Sunday, it shall be celebrated on Monday.

Section 4. Employees working an irregular work week schedule shall celebrate the holiday on the day on which it occurs.

Section 5. Employees must work their full scheduled work day before the holiday and their full scheduled work day after the holiday in order to receive holiday pay, unless the employee takes paid time off, approved in advance, by the Borough.

ARTICLE 13 SICK LEAVE

Section 1. Each employee shall be entitled to fourteen (14) days of sick leave each year for the purpose of relieving the burden for any legitimate sickness that may occur. Each employee may accumulate up to one-hundred fifty (150) work days.

a. Employees who retire from the employment of the Borough shall be reimbursed for fifty percent (50.0%) of the current value of their accumulated unused sick leave, not to exceed sixty (60) days; and employees with ten (10) or more years seniority, excluding those employees discharged for disciplinary action, and who terminate their employment with the Borough other than through retirement, shall be provided with reimbursement of fifty percent (50.0%) of the current value of their accumulated unused sick days, not to exceed thirty (30) days.

b. Employees with excessive absenteeism will be required to produce medical verification.

c. In all cases where an employee takes three (3) or more consecutive days sick leave, medical verification will be required.

d. Five (5) days may be used as personal days. These days will be charged against the employee's sick leave. However, if an employee shall not utilize any sick leave during a calendar year, such employee shall be granted one (1) additional bonus personal day during the following calendar year.

e. Unless prevented from doing so by exceptional circumstances, employees are expected to notify their immediate supervisor of their absence no later than the beginning of their shift.

f. When an employee works a partial year in the first year of employment, sick leave shall be computed on a pro-rated basis based on the number of days the employee will be employed divided by 365.

g. Sick leave may be taken in increments of thirty (30) minutes.

h. Any employee who does not utilize any sick leave for a period of six (6) months may elect to cash in up to sixty (60) hours of accumulated, but unused, leave time while maintaining a minimum balance of 60 hours . The rate of pay for the cashed in sick leave shall be the employee's then-applicable hourly rate.

Section 2. Injury and Disability

a. An employee who is injured during the performance of his/her work as determined by the Workers' Compensation Board shall receive time off with pay for recovery which will not be charged to sick, annual, or other paid leave.

b. An employee who sustains a work related injury, as a result of which he/she is disabled, if so determined by a decision issued under the operation of the Workers' Compensation Program, shall be paid the difference between the moneys to which he/she may be entitled under Workers' Compensation, Social Security, or other applicable disability benefits and his/her full salary for a period of one (1) year or for the duration of his/her disability, whichever is the lesser. Sick leave accumulation may be taken at the expiration of one (1) year to the extent such accumulation if the disability continues, subject, however to the credits heretofore referred to. While an employee is being paid the difference between their benefits and their full salary as provided for above, they shall earn sick leave and annual leave in proportion to the amount of the payment by the Borough.

Section 3. If an employee is injured while on duty and is unable to return to work, he/she shall present a doctor's certificate stating the extent of the illness and anticipated date of return to work. The certificate shall be submitted to the supervisor within a reasonable period of time for any absence due to injury while on duty.

Section 4. The employee and the Borough are jointly responsible for insuring that the proper claim form is filled out. If the period of time due to injury extends beyond seven (7) days, and the employee begins receiving Workers' Compensation checks, the employee shall endorse such checks and return them to the Borough in order to receive his/her regular rate of pay.

Section 5. Employees on injury leave shall not lose seniority or other service credits.

Section 6. Employees whose rights have expired under Article 13, Section 2 (b) shall have return rights for one year beyond the expiration of Article 13 rights.

Section 7. If any employee is on leave under Article 13 for a week or longer, the Borough shall have the right to replace that individual's work with the use of temporary, casual or non-union employees until that individual returns to work.

ARTICLE 14 BEREAVEMENT LEAVE WITH PAY

Section 1. Each employee may use up to five (5) consecutive working days for the death of a spouse, parent, step-parent, brother, sister, parent-in-law, child, stepchild or grandchild. Up to three (3) consecutive working days of such leave may be used for employee's son/daughter-in-law, grandparents or the employee's spouse's grandparents. Up to one (1) work day may be used for aunt, uncle, or any other relative residing in the employee's household. Up to two (2) consecutive working days of such leave may be used for brother-in-law and sister-in-law.

Section 2. One of the consecutive working days of leave must be the date of the funeral. If the funeral or memorial service is more than one week after the date of death, the employee may use one day to attend the funeral or memorial service and the requirement that the dates be consecutive will be waived for that purpose.

Section 3. It is understood that the death of a family member is a traumatic experience and that the above listed bereavement leave may not be sufficient to accommodate the grief process. Employees may utilize available vacation and/or personal leave time up to thirty (30) days in conjunction with bereavement leave upon the approval of the employer.

ARTICLE 15 LEAVES OF ABSENCE WITHOUT PAY

Section 1. Employees may be granted leaves of absence without pay at the sole discretion of the Employer for any reason for a period not to exceed one year.

Section 2. If the illness or disability is due to a serious health condition as defined by the Family and Medical Leave Act, leave shall be granted in increments as provided for in the Act. The request, which shall be submitted in advance of the leave if circumstances permit, shall include proof of illness or disability in the form of a doctor's certificate and shall state a prognosis and expected date of return. The Employer may require completion of appropriate FMLA forms. Where the reason for the leave of absence is illness, employees must use sick leave prior to leave without pay except where modified.

If leave is granted under Section 1 and after the Employee has used an aggregate of one year of leave without pay under this section, the Employer is not required to grant subsequent leave. However, the Employer, at the Employer's sole discretion, may approve such subsequent leave.

Section 3. Employees shall not be required to use accumulated vacation leave prior to the commencement of a leave without pay.

Section 4. It is understood by the parties that the provisions of Sections 2 and 3 are consistent with the Family Medical Leave Act of 1993.

Section 5. The Borough will provide information of FMLA rights to new employees as part of orientation.

ARTICLE 16 PEACE AND STABILITY

Section 1. It is understood that there shall be no strike, as that term is defined under the Public Employee Relations Act (Act 195), during the life of this Agreement, nor shall any officer, representative, or official of the Union authorize, assist, or encourage any such strike during the life of this Agreement.

Section 2. The Borough will not engage in any lockout during the life of this Agreement as long as employees do not take part in a strike action specifically forbidden by the Agreement.

ARTICLE 17 SAFETY AND HEALTH

Section 1. The Borough and employees will jointly take affirmative action to assure compliance with all laws concerning health and safety.

Section 2. There shall be established a joint Safety Committee between the Borough and the Union, comprised of one hourly employee, designated by the Union, from each different department, and one management official from each department. The Borough Manager may attend the meetings. The Safety Committee shall meet monthly, or sooner, as may be required, to directly address any safety problems or concerns of the Borough or the Union.

ARTICLE 18 CIVIL LEAVE

Section 1. Employees called for jury duty or subpoenaed to attend court shall be granted leaves without loss of normal pay less compensation from the court while attending court. Evidence of such duty in the form of a subpoena or other written notification shall be presented to the employee's immediate supervisor as far in advance as practicable. Employees are not eligible for compensation under this Section for attendance at any legal matter in which they are a party, providing they are eligible for compensation if performing duties related to their employment.

Section 2. Employees will be compensated for court appearance time in matters applying to their Borough employment but not in matters involving criminal charges or civil actions against or involving them individually

ARTICLE 19 DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

Section 1. The Borough shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. An employee may appeal a demotion, suspension, or discharge beginning at the second (2nd) step of the grievance procedure, subject to any conditions set forth in the grievance procedure under Article 31. The Union shall be notified promptly by the Borough of any demotion, suspension or discharge.

Section 2. Any action instituted under Section 1 of this Article by the appeal shall be implemented within three (3) work days after such disciplinary action, or knowledge thereof.

Section 3. The Borough shall attempt to discipline employees in such a manner so as not to embarrass the employee before the public or other employees unnecessarily.

Section 4. Employees shall be treated in a professional manner and shall not be demeaned, embarrassed or humiliated.

Section 5. Evidence of oral and written reprimands shall be removed from an employee's personnel file after 1 year. All discipline involving loss of pay shall remain in the employee's personnel file permanently.

**ARTICLE 20
MILITARY LEAVES**

Section 1. Employees who are members of reserve components of the armed forces are entitled to a leave without loss of normal pay, not exceeding fifteen (15) calendar days in any calendar year during which they are engaged in field training authorized by the Federal or State Government.

Section 2. Whenever an employee is drafted or enlists any time into the active military services of the United States, he shall be granted a military leave without pay with all rights and to the extent provided by law. The term drafted shall mean to be drafted, to be ordered into active military service as a member of a reserve component of the Armed Forces, or in any way to enter or remain involuntarily in active military service for such period as is necessary to satisfy one's draft obligation. While an employee is on military leave, his duties shall either be performed by remaining employees and his position kept vacant or they shall be performed by a temporary substitute.

**ARTICLE 21
VACATION**

Section 1. Employees shall be granted paid annual vacation according to the following terms, conditions and schedule:

a. Employees shall be granted an annual paid vacation for the period specified below based upon attaining the following service requirements:

FIVE (5) DAYS after One (1) Year of Service

TEN (10) DAYS after Three (3) Years of Service

FIFTEEN (15) DAYS after Five (5) Years of Service

TWENTY (20) DAYS after Ten (10) Years of Service

TWENTY-FIVE (25) DAYS after Fifteen (15) Years of Service

Employees with over twenty (20) years of service shall be entitled to an additional day of vacation, bringing their total to twenty-six (26) days. Employees with more than twenty-five (25) years of service shall receive an additional day of vacation, bringing their total to twenty-seven (27) days. Vacation may be taken in increments of one (1) hour.

b. Vacation Pay. The rate of vacation pay shall be the employee's regular straight time rate of pay.

c. Choice of Vacation. Vacation shall be granted by the Borough at the time requested by the employee unless the nature of the work makes it necessary to limit the number of employees on vacation at the same time. The employee with the greatest seniority within a department shall be given his choice of vacation period in the event of any conflict over vacation period. Seniority preference shall be exercised for the first two (2) weeks of vacation. A vacation schedule roster for exercising seniority preference shall be circulated and preferences noted thirty (30) days before March 31. No vacation will be granted without approval by the employee's immediate supervisor.

d. Employees may be permitted to carry over to the following year two (2) weeks of vacation but must use it before June 30 of the following year.

e. Employees are expected to make reasonable efforts to schedule their vacation during the vacation year. If the employee is unable to do so, or the Borough is unable to permit the employee a vacation on a reasonable schedule, the vacation year shall be extended for one hundred eighty (180) days into the following year. During the one hundred eighty (180) day extension, an employee must make efforts to schedule his vacation at a mutually agreeable time. If the Borough is unable to permit the employee to take his vacation during the one hundred eighty (180) day extension period, the employee will receive all vacation pay due at the conclusion of the one hundred eighty (180) day period.

ARTICLE 22 UNION BUSINESS

Section 1. The Borough agrees to provide space on a bulletin boards to the Union for the announcement of meetings, election of officers of the Union and other Union business. The Union may send mail related to Union business to local official Union representatives at appropriate facilities to which mail is delivered.

Section 2. No Union member or representative shall solicit members, engage in organizational work, or participate in other Union activities during working hours on the Borough's premises except as provided for in processing of grievances. Union representatives will not engage in union business without first notifying their immediate supervisor of their intent to process grievances. Supervisors will not withhold permission for a reasonable time to process grievances unless there

are pressing and immediate work-related needs which justify delaying permission for union business. In these cases, the individual will be permitted to engage in union business after the pressing work-related needs have passed. Representatives of the union agree that they will take the minimum time possible away from work for this activity and will notify their supervisor on their return from union business.

Union members or representatives may be permitted to use suitable facilities on the Borough premises to conduct Union business during non-working hours upon obtaining permission from the Borough Manager or his designated representative. Any additional costs involved in such use must be paid for by the Union.

Union representatives shall be permitted to investigate and discuss grievances and to resolve grievances before they are reduced to writing during working hours on the Boroughs premises. If the Union representative is an employee of the Borough, he shall notify his immediate supervisor of his intent to process such grievances, and permission to process shall not be unreasonably denied. The Borough will provide a reasonable number of employees with time off during regular scheduled hours of work, if required, to attend negotiating meetings.

Section 3.

a. Employees who are elected or appointed as full time Union officials or representative shall, at the written request of the employee, be granted leaves without pay for the maximum term of office, not to exceed three (3) years. Such leaves may be renewed or extended by written mutual consent of the Union and the Employer.

b. Union members who are Borough employees and are elected or appointed as part-time Union officials or representatives shall be granted leave without pay for Union Business without loss of seniority credit where such time is necessary to enable them to attend official union conventions, conferences or training. Employees may use accrued vacation or personal leave for this purpose in lieu of leave without pay.

Section 4. The Union shall have the ability to hold one 30 minute orientation session with any new employee with a Union steward or a Union representative designated by the Union. The Union agrees to provide the Borough with copies of materials to be used in the session. The Union agrees not to disparage the Borough

or its managerial employees during this session. It shall be the Union's responsibility to make arrangements with the Borough Manager for this orientation session.

ARTICLE 23 COMPENSATION

Section 1. The following bonuses are above base pay:

Mechanic - State Inspection - \$400.00 per year.

Employees will be required to provide the payroll bureau a copy of the certificate in order to receive the annual payment which will be made in January of every year.

All employees will receive their pay through the direct deposit method.

Section 2. The starting rate for new employees shall be ten percent (10.0%) less than the wage earned by incumbents in the same job class. Upon completion of a ninety (90) day probationary period, new employees will be raised to pay level of an incumbent. The section shall only be applied to new employees and the ten percent penalty does not apply to incumbent employees who are transferred or promoted to a new position.

Section 3. Job Classifications and hourly wage rates effective January 1 of each respective year listed below.

	2023	2024	2025	2026
<i>Administrative Assistant</i>	\$23.59	\$24.29	\$25.02	\$25.77
<i>Bookkeeper</i>	\$25.47	\$26.24	\$27.02	\$27.83
<i>Coordinator, Clerical</i>	\$25.58	\$26.35	\$27.14	\$27.96
<i>Coordinator, Administrative</i>	\$25.58	\$26.35	\$27.14	\$27.96
<i>Community Service Aide</i>	\$22.91	\$23.59	\$24.30	\$25.03
<i>Public Works Maint. Crew Leader</i>	\$26.58	\$27.38	\$28.20	\$29.04
<i>Public Works Maint. Worker I</i>	\$25.73	\$26.50	\$27.30	\$28.16
<i>Public Works Maint. Worker II</i>	\$24.66	\$25.40	\$26.16	\$26.94
<i>Mechanic</i>	\$29.28	\$30.16	\$31.07	\$32.00

<i>Janitor</i>	\$19.66	\$20.25	\$20.86	\$21.49
<i>Laborer</i>	\$23.47	\$24.18	\$24.90	\$25.60
<i>Code Compliance Officer</i>	\$19.00	\$19.00	\$19.28	\$19.57
<i>Parking Enforcement Officer</i>	\$19.00	\$19.00	\$19.28	\$19.57
<i>Crossing Guard</i>	\$17.00	\$17.00	\$17.26	\$17.51
<i>Community Safety Officer</i>	\$30.90	\$31.83	\$32.78	\$33.76

In addition to the foregoing, all full-time employees shall receive a one-time payment in the sum of \$800 (which shall not be rolled into the employee's base salary) in the first full pay period of January 2023.

Section 4. The Borough shall reimburse any employee for additional fees or costs imposed by any governmental entity for employees who are required to have a commercial driver's license for their Borough employment. The employee shall be responsible to pay the basic driver's license fees for a regular driver's license, and the Borough shall pay for any additional fee. The Borough will also pay an additional \$400 a year stipend for those employees required to have a CDL license. For its part, the Union acknowledges that having and maintaining a CDL is an essential function of any position that requires it and its loss or suspension is basis for discipline up to and including discharge.

ARTICLE 24 CLASSIFICATION

Section 1. When an employee within the bargaining unit is specifically directed to perform, as authorized by his/her supervisor or manager, a majority of his/her work on primary duties and responsibilities of a higher classification for a period in excess of two (2) days, the employee shall be compensated retroactive to the time the assignment took place at a rate equal to the pay rate of the higher position.

Section 2. If the employee performing the higher level work is filling in for another employee or is filling a vacant position, and if the position is subsequently filled by another, the person who had temporarily assumed the duties shall be returned to his/her former position and compensation. The employee shall receive any increments to which he/she would have been entitled had he/she remained in his/her normal assignment.

Section 3. If the employer assigns an employee on a temporary basis to a lower classification, or if an employee performs some duties and functions assigned to a lower classification, the person so assigned shall receive the compensation of the higher level to which he/she is regularly assigned.

Section 4. Permanent Part-Time Employees

- a. Employees who qualify as permanent part-time employees as defined in Section 2 hereof shall be entitled to:
 - I) Pro-rated holiday pay, sick leave and vacation on the basis of the average hours compensated per week;
 - II) Participate in the Borough's Health and Welfare Insurance Program and in the Borough's Life Insurance Program.
- b. For the purpose of determining eligibility for employee benefits, the term Permanent Part-time employees is defined as those permanent part-time employees who are regularly scheduled to work twenty- five (25) or more hours per week. Part-time employees who are regularly scheduled to work less than twenty-five (25) hours per week shall not be entitled to employee benefits.

**ARTICLE 25
OVERTIME**

Section 1.

a. Full-time Employees covered by this Agreement shall receive time and one-half (1.5x) their regular rate of pay for hours of work outside their normally scheduled hours worked, except that any work performed outside of normally scheduled hours on Sunday shall be at two (2X) times the employee's regular hourly rate.

b. All other Employees covered by this Agreement shall receive one and one-half times (1.5x) their regular rate of pay for all hours worked in excess of eight (8) hours per day, except that any work performed on Sunday shall be at two times (2x) the Employee's regular hourly rate.

Section 2. An employee who works on overtime not attached to their regular shift shall be paid a minimum of 3 hours pay at the applicable premium rate, provided that the Borough may require employees to work a full three hours.

Section 3. Employees required to work overtime may receive compensatory time off with approval of the supervisor for overtime hours worked on an overtime basis in place of overtime pay.

Section 4. Pyramiding of overtime will not be permitted.

Section 5. The following overtime call-in procedures shall be utilized whenever the Police Department has a prisoner in the Borough Lock-up and a police officer cannot monitor the prisoner. A qualified full or part-time CSA shall be called based on seniority. Other than a requirement to direct the public to the police department or call an on duty officer when needed, the office staff that does not work in the police department shall have no further obligations when the office staff of the police department are not present.

Section 6. Other Work Unit Call-In Procedure

Employees of other work units shall be afforded an equitable opportunity for available overtime, as circumstances may permit. Overtime shall be either divided or rotated as equally as possible within the Borough work units, by employee classification, according to seniority, and among those employees who regularly perform such work. Borough work units shall be defined as:

Clerical Office, Finance, , Public Works , CSAs, Crossing Guards, Code Compliance, and Janitor. In the event that a Borough work unit needs additional employees to perform overtime work, this overtime shall be divided and rotated as equally as possible, among other employees in the bargaining unit, according to seniority, who are required to perform the work. Full-time employees shall be given preference and first right of refusal for available overtime opportunities before such opportunities are afforded to part-time or temporary employees.

The Borough management employee and the Union steward assigned to a work Unit, shall periodically review, on no greater than a monthly basis, the allocation of overtime for that work unit, and a monthly summary of such overtime shall be posted on the employee bulletin board at the site of such work unit. In the event that an employee either accepts or rejects overtime, the opportunity shall be calculated in that employee's running total. In the event that overtime is not accepted by any employee, such overtime may be assigned in a bona fide emergency situation, according to seniority, least senior first, within a work unit, then outside that work unit, if necessary.

Section 7. Park Overtime

When a volunteer organization does work in the Borough's Parks, the following process will be followed:

- a) The volunteer organization requesting to do services for the park will notify the Public Works Manager and discuss details of the work assignment.
- b) A list will be prepared by the Public Works Manager which will highlight the volunteer activities.
- c) The list will determine what equipment will be utilized. If the activity requires the deployment of Borough equipment, then a Public Works employee will be selected for 4 hours of work. Overtime will be paid accordingly as the contract states. If the activity does not require the deployment of Borough equipment, then the Borough shall not be required to provide overtime to any Borough employee.

ARTICLE 26 SENIORITY

Section 1. DEFINITION. Seniority means an employee's length of continuous service with the Borough since his last date of hire.

Section 2. PROBATIONARY PERIOD. The probationary period shall be ninety (90) days in length, and the provisions of Article 19 relating to discharge, demotion, suspension and discipline, shall not be applicable during this period. A probationary employee shall have no recourse to the grievance procedure for any issue of discipline or discharge.

Section 3. SENIORITY LISTS. Seniority Lists shall be posted on the bulletin boards. The Borough shall post on all bulletin boards showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Union when it is posted. Corrections shall be made no later than two (2) weeks after they occur. There shall be two (2) seniority lists maintained by the Borough, one for full-time employees and one for part-time employees. Full-time employees shall have super seniority over all part-time employees.

Section 4. BREAKS IN CONTINUOUS SERVICE. An employee's continuous service shall be broken by voluntary resignation, separation for just cause, retirement, a layoff for a period in excess of two (2) years, and the following, subject to extenuating circumstances:

- a. Absence without leave for five (5) working days; and
- b. Failure to notify the Borough of intent to return within five (5) working days after notice of recall and to report within ten (10) working days.

Seniority credits and rights will be lost if there is a break in continuous service. However, if an employee returned to work in any capacity within one (1) year after a break in continuous service commenced, the break shall be removed from his record, but he shall not receive any seniority credit for the time out of service to the Borough.

Section 5. PROMOTIONS. Vacancies or newly created jobs which the Borough determines exist shall be posted at appropriate work locations for fifteen (15) days prior to the filling of such vacancies, unless emergencies require a lesser period of time. Internal posting will be done first and will be open only to full-time employees. The Borough will fill any posted job vacancy within fifteen (15) days after completion of the posting period unless there are no qualified full-time applicants for the position. Applications for posted openings shall be submitted in writing and shall be submitted to the Borough Manager or the designated representative. In the event there is more than one (1) equally qualified full-time employee applicant for a posted position, the Borough shall fill by promoting from within the department the full-time employee applicant with the longest continuous service. Any current employee who is promoted shall be subject to a 60 day probationary period. If during or at the end of the probationary period, it is determined that the employee is not suited for the new position, they will be returned to their previous position at their previous rate of pay.

If no qualified full-time employees post for the internal position, that position will then be posted externally and part time employees, applicants from other Borough departments and applicants from outside the Borough shall be permitted to apply and where applicants from this combined pool are equal, the Borough will promote the applicant with the longest continuous service.

Section 6. LAYOFF. Should a department be discontinued or a method create a condition requiring employees to be laid off, they shall be allowed to exercise Borough wide seniority in another department for positions covered by this contract provided they can demonstrate their ability to perform the duties required for the job within a trial period of twenty (20) working days. Performance of the trial period will be evaluated by the Borough Manager. Any furlough or layoff of a fulltime employee shall be preceded by a notice of two weeks. This requirement shall not apply to a part-time employee and shall not apply to any disciplinary action or suspension, demotion or termination of any employee.

Section 7. CHIEF STEWARD. For layoff purposes only, the chief steward of the Union shall have super seniority.

Section 8. RECALL. Employees shall be recalled from layoff in the reverse order of layoff.

Section 9. Management and Supervisory employees shall not perform the work that bargaining unit employees have customarily and regularly performed. Management and supervisory employees may perform bargaining unit work for the purpose of instruction, illustration or emergencies as defined in Article 6, Section 4 of this Agreement or by mutual agreement between the parties. Management and Supervisors may perform de minimus activities, which would include spending less than one hour on work normally performed by Bargaining Unit members so long as such work does not deprive an available Bargaining Unit employee of an overtime opportunity.

In cases where a vacancy exists, is posted but not yet filled through the bidding process or through a new hire, a manager and/or supervisor may spend up to an average of one half of a work shift on work normally performed by bargaining unit members and shall be considered as de minimus. This provision will not be used to supplant bargaining unit employees with salaried employees.

The Borough will not subcontract work if the result of subcontracting will be the layoff, furlough or downgrading of any bargaining unit employee.

ARTICLE 27
PENSIONS

Section 1. Pursuant to the provisions of the Borough Code of 1927, May 4, PL. 519, as amended, employees of not less than twelve (12) years of continuous, satisfactory full-time service immediately prior to retirement who are not less than sixty-two (62) years of age and who are not at the time of their retirement members of a pensioning or retirement system which has been adopted by the Borough of Columbia, upon cessation of service and while this ordinance remains in effect, shall be paid the sum of one hundred dollars (\$100) a month. Twelve (12) years of continuous, satisfactory, full-time service shall be construed to mean “twelve (12) years of satisfactory, full-time service with no more than one (1) separation in employment which may not exceed twelve (12) months.”

Section 2. The Borough will maintain a pension plan providing that:

a. Upon retirement, no employee will receive less than one hundred dollars (\$100.00) per month, and;

b. That other provisions under the plan shall be no less than the following:

1. The Borough shall make contributions of seven percent (7.0%) of employee’s earned income to the plan throughout the terms of the Contract.

2. Vesting shall be full and immediate.

3. Benefits are payable at:

(a) Termination of employment

(b) Death

(c) Disability

(d) Retirement, after twelve (12) years of service.

Section 3. The Borough agrees to review the Pension Plan with the Union for the purpose of investigating the feasibility of Union member contributions and more lucrative investment for funds.

ARTICLE 28
LABOR-MANAGEMENT COMMITTEE

Section 1. A Labor-Management Committee consisting of the Borough Manager, the Working Supervisor(s) for the Department(s) involved, and a maximum of four (4) members of the Union shall be established. It shall be the duty of this Committee to attempt to resolve:

- a. Problems dealing with the implementation of this Agreement;
- b. Questions involving job classifications and job description or the creation of new jobs;
- c. Questions of existing or proposed work rules;
- d. Any questions or problems arising out of the contracting out or subcontracting of any public work presently performed by employees covered by this Agreement;
- e. Any safety or health questions which might arise, and
- f. Other labor-management problems that may arise.

Section 2. Upon request by the Union, the Borough shall call meetings of this committee within five (5) days following said request.

ARTICLE 29
EDUCATIONAL REIMBURSEMENT

Section 1. The Borough will reimburse an employee for his educational expenses, up to a maximum of Nine Hundred Dollars (\$900.00) per year, on account of the successful completion of schooling and/or training endeavors which are reasonably related to the employee's duties and job classification. Courses must be approved in advance by the Borough, which approval shall not be unreasonably withheld. The Employer agrees to accept a certificate program. Reimbursement shall be paid within thirty (30) days of such completion of such schooling/training. Employees who leave the Borough within two (2) years of receiving an educational reimbursement will re-pay the Borough for any educational reimbursement received during the prior two (2) years.

ARTICLE 30 INSURANCE

Section 1. The Borough will provide medical/hospitalization/prescription coverage for eligible employees through Benecon. The Borough will not self-insure any additional benefits. Upon retirement, any employee hired before January 1, 2017 may elect to continue such medical/hospitalization insurance coverage, provided he reimburses the Borough, on a monthly basis, for the group rate premium cost of providing such insurance for him and/or his dependents.

The Borough reserves the right to provide the coverage offered under this Agreement through an alternative carrier so long as there is no substantial change in benefits. Should the Borough negotiate a change in benefits with the Police Association, the Borough may at that time reopen this Agreement for the sole purpose of renegotiating health insurance.

For those employees who are currently covering dependents through the Borough or those new employees who have dependents to cover, if the employee elects not to enroll in dependent coverage, the Borough will refund twenty-five percent (25%) of the costs of the difference between dependent coverage and single coverage.

The employer will continue the life insurance benefit currently received at no charge, but may change the carrier. The life insurance benefit will be \$100,000.

Section 2. MEDICAL/HOSPITALIZATION INSURANCE: Employees will contribute to the health care premium at the following rate:

January 1, 2023 – 7.0% of the annual premium

January 1, 2024 – 8.0% of the annual premium

January 1, 2025 – 9.0% of the annual premium

January 1, 2026 – 9.0% of the annual premium

The Borough and the Union will establish a Cost Containment Committee for the purpose of examining healthcare plan design and other options for alternative coverage in an effort to hold down the cost increase in healthcare coverage.

Section 3. DENTAL INSURANCE COVERAGE: The Borough will continue to provide each full-time employee and eligible dependents, at no cost to such employee, with a comprehensive dental insurance plan generally consistent with the current coverage, but not necessarily identical. The Borough has sole discretion to change carriers.

Section 4. VISION INSURANCE COVERAGE: The Borough will continue to provide each full-time employee and eligible dependents at no cost to such employee, with a comprehensive vision plan generally consistent with the current coverage, but not necessarily identical. The Borough has sole discretion to change carriers.

Section 5. DISABILITY INSURANCE: The Borough shall maintain and pay for a non-work related income protection plan which shall provide a weekly income of at least Two Hundred Dollars (\$200.00) for a period not to exceed fifty-two (52) weeks. Any employee may elect to receive a higher benefit coverage pursuant to this provision, up to 2/3 of salary, provided he/she shall pay for any additional premium costs on account thereof. An employee may elect to use earned sick leave on an hour-for-hour basis to make up the difference between disability and full salary provided that the employee shall notify management of the number of sick leave hours to be used per pay period, in one hour increments, up to a maximum of an employee's full salary. However, no employee will be required to use earned sick leave prior to going on non-work related disability.

Should an employee suffer a non-work related disability, the employer, at its sole discretion may offer the employee either a vacant, light duty position or modify the employee's current position to provide light duty provided the employee can perform the essential functions of that position.

Section 6. It is specifically understood between the parties that disputes or changes relating to the administration, design or scope of coverage of all aspects of any applicable health, hospitalization, pharmaceutical, vision, formulary and dental insurance policies which are not the result of Borough direction, choice or decision, but rather are made strictly under the sole discretion of the respective carriers, shall be implemented and not be subject to the contractual grievance procedure or to claims of unfair labor practices. The Union has the right to review and verify that the changes made to the policies referred to above were made specifically by the insurance carrier.

Section 7. During the term of this Agreement, the Parties agree to maintain the current Health Care Committee which is staffed by representatives of the Borough and its employees and which has, as its charge, the responsibility to provide recommendations to the Borough for its consideration and to provide information regarding the health care plan.

Section 8. If a bargaining unit employee waives the Medical/Hospitalization Insurance benefit, provided by the employer per Article XVIII – Insurance Program of the Collective Bargaining Agreement, they must provide a letter to the employer stating their decision to no longer participate. In addition, the employee must provide the employer verification that they will be covered under a plan other than the Employers.

Any employee waiving this benefit shall receive a monthly stipend, in lieu of the benefit, at 25% of their current employee plan premium.

Section 9. If the spouse of a bargaining unit member hired after January 1, 2019 is covered by his or her employer, they shall be required to take that insurance and the Borough will not be required to cover that spouse.

ARTICLE 31 GRIEVANCE AND ARBITRATION

Section 1. GRIEVANCE AND ARBITRATION PROCEDURE. A grievance shall be a dispute which an employee or the Union has concerning the application, meaning, or interpretation of this Agreement, and shall be settled in the following manner:

STEP 1. The grievance shall be submitted in writing by the Union Steward, to the Department Supervisor within ten (10) working days of the date of the occurrence or the date the employee by reasonable diligence should have known. The department supervisor shall respond in writing to the Union steward within ten (10) working days.

STEP 2. If the grievance is not resolved at Step 1, it may be presented by the Union steward to the Borough Manager within ten (10) days after the response at Step I was due. The Borough Manager shall respond in writing to the Union steward and Union representative within ten (10) working days.

STEP 3. If the grievance remains unsettled, only the Union, within fifteen (15) working days after the response of the Borough Manager is due, may give written notice to the Borough of its intent to go to Arbitration.

Section 2. ARBITRATION. Within seven (7) days after notice of request for arbitration by the Union, the parties will file a joint request for arbitration with the arbitrator agreed upon by the parties. If the parties fail to agree on an arbitrator or a joint definition of the issue, the Union may submit the Grievance to the American Arbitration Association, and the parties will proceed to select an arbitrator under the Rules of the American Arbitration Association. In the alternative, the parties may agree to use the services of the Pennsylvania Bureau of Mediation and select an arbitrator through its process. In that case, the Borough shall strike the first name. The Borough shall strike the first name, the Union then will strike one (1) name, and so forth until only one (1) name remains; the remaining person shall be the arbitrator. Each case shall be considered on its merits, and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered. The decision at Step I shall not be used as a precedent for any subsequent cases.

The arbitrator shall neither add to, subtract from nor modify the provision of this Agreement. The arbitrator shall confine himself to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him.

The decision of the arbitrator shall be final and binding upon both parties.

The arbitrator shall be requested to issue his decision within thirty (30) days after the hearing or receipt of the transcript of the hearing.

Section 3. All of the time limits contained in this Article may be extended by mutual agreement of the parties. Granting of an extension at any step shall not be deemed to establish precedent.

Section 4. Employees selected by the Union to act as Union representatives shall be known as “Stewards.” There shall be a Steward and Alternate Steward for each work unit in the Borough. The names of employees selected as Stewards and Alternates, and the areas they represent, and the names of other Union representatives who may represent employees shall be submitted, in writing, by the Union to the Borough.

Section 5. Expenses for arbitrator’s services and the proceedings shall be borne equally by the Borough and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made.

**ARTICLE 32
SUCCESSORS**

Section 1. This Agreement shall be binding upon the Union and the Borough of Columbia, Columbia, Pennsylvania, and successors thereto.

**ARTICLE 33
WORKER’S COMPENSATION**

Section 1. Management of the Borough retains and may exercise its full rights under Pennsylvania’s Worker’s Compensation laws to provide a panel of physicians and require employees to be treated by panel physicians to the extent allowed by law.

**ARTICLE 34
VOLUNTEERISM**

The Union and the Borough acknowledge that volunteerism benefits the Borough and that Borough Council Members, in their personal life. Have the same opportunities for volunteerism as any other citizen. It is not the intent of this Agreement to remove bargaining unit work from employees and, except in case of emergency, volunteers will not perform work that historically and currently is being performed by bargaining unit employees. Volunteers may, however, continue to perform the services they have performed in the past for the Borough.

**ARTICLE 35
CONTRACT TERM**

Except as otherwise provided herein, all terms and conditions of this Agreement shall be effective on January 1, 2023 and shall continue in full force and effect up to and including December 31, 2026. All MOUs, Side Agreements or other understandings existing as of the date of the execution of this Agreement have been incorporated into the text of the Agreement.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers or representatives and intending to be legally bound hereby have hereunto set their hands and seals this _____ of _____, 2023.

FOR THE UNION

FOR THE EMPLOYER

Council President Heather Zink

Borough Manager Mark E. Stivers

Business Agent

Professional Services Agreement

**Between
The Borough of Columbia
AND
The Susquehanna Heritage Corporation**

Project Title: Professional Services for the Management and Operation of the Columbia Crossing River Trails Center (“Columbia Crossing”), located in Columbia River Park, Columbia, PA

Project Purpose: This Professional Services Agreement (“Agreement”) is entered into by The Borough of Columbia, a political subdivision of the Commonwealth of Pennsylvania (“Borough”), as the owner of Columbia Crossing, and the Susquehanna Heritage Corporation, Inc., (d/b/a Susquehanna National Heritage Area) a Pennsylvania 501(c)3 non-profit organization (“SNHA”), to contract with SNHA for the management and operation of Columbia Crossing as a visitor education and recreation facility and to provide other professional services to the Borough in conjunction therewith.

1. BACKGROUND

- A. The Borough has the right to utilize a river trails building built and constructed on the Susquehanna River on the property known as the Columbia River Park, located in the Borough of Columbia, and known as “Columbia Crossing.”
- B. Columbia Crossing has become a vital destination location with the extension of the Northwest Lancaster County River Trail into the Borough of Columbia. With the extension of the Northwest Lancaster County River Trail into the Borough of Columbia, the Borough desires to retain SNHA to manage Columbia Crossing as a premier visitor destination for the Susquehanna Riverlands.
- C. SNHA has unique and extensive experience in managing day-to-day operations of such facilities, including staffing, programs and events, designing programs and exhibits, locating, solicitation and obtaining funding sources, writing grants for state and federal aid, designing heritage lectures, youth education programs, river recreation presentations, designing and implementing land and water tours, managing and designing revolving art and heritage exhibits, and designing and providing visitor information at river trail facilities.
- D. SNHA also offers key support capabilities that will be critical for the successful management of Columbia Crossing, including budgeting, accounting, payroll, personnel management, securing and administering grants, facility and exhibit maintenance, events scheduling and coordination, and customer service implementation and planning.
- E. The Borough desires to contract with SNHA for the management of Columbia Crossing as a high-quality visitor education center and trailhead for land and water trails along the Susquehanna River. To launch this effort, the Borough and SNHA approved a Professional Services Agreement in December 2015 that set forth basic terms and conditions for the management of Columbia Crossing. In 2018, the agreement was updated and renewed for five years. This Agreement is being executed to reflect the current and future management of Columbia Crossing. Through this Agreement, SNHA shall continue to manage the day-to-day operations of Columbia Crossing, including staffing, programs, exhibits, and events.

2. TERM OF AGREEMENT

This Agreement is effective on January 1, 2023, or upon the date of the last signature in Section 6, whichever is latest. The term of SNHA's management responsibilities shall be for a period of five (5) years from the date of final execution unless terminated earlier per Section 4. Upon completion of the five-year term and continuing each year thereafter, this Agreement shall be renewed automatically on an annual basis for one additional year. If either the Borough or SNHA decides not to renew this Agreement without cause, the party must notify the other at least 120-days in advance of the automatic renewal date.

3. SCOPE OF SERVICES & RESPONSIBILITIES

A. Visitor Services and Tourism Development –SNHA agrees to provide high-quality visitor services to the public at Columbia Crossing. Key focus areas for these services will include, heritage and outdoor recreation sites, local businesses, and tourism amenities in the Borough of Columbia and throughout the National Heritage Area. SNHA will partner with the borough and other community organizations to carry out these responsibilities. The following types of visitor services and tourism development may be developed and offered to the public, subject to funding and staffing:

1. Develop and maintain visitor information, including maps, guides and brochures for river attractions and experiences.
2. Develop maps and guides of the Borough of Columbia's visitor-friendly businesses.
3. Share information and make recommendations to visitors regarding local attractions and businesses.
4. Create self-guided heritage, recreation, and business experiences and promote them to visitors.
5. Collaborate with local partners to improve wayfinding, visitor readiness, and/or support major events.
6. Promote Columbia attractions with regional marketing partners like Discover Lancaster and Explore York.
7. Maintain a website to support heritage tourism in the Susquehanna National Heritage Area.

B. Programs and Exhibits – SNHA agrees to manage the center as a place to share the river's historic, scenic, and recreational stories and experiences with residents and visitors, with a special focus on bringing river heritage to life for young people. SNHA will leverage its relationships with local, state, and national partners to develop engaging and inspiring programs and exhibits that realize the center's potential as a community venue for storytelling on the riverfront, including identifying, applying for, and managing grant funding needed to support such activities. The following types of programs and features may be developed and offered to the public, subject to the availability of funding and staffing:

8. Youth education programs that engage and immerse children in river history and ecology.
9. Heritage and river art exhibits that highlight the river's evolving cultural and natural history.
10. Displays showcasing the roles of Columbia and the Susquehanna in state and national history.
11. Heritage lectures on Native Peoples, river towns, water transport, and industry on the river.
12. Presentations on river recreation, including boating, paddling, fishing, hiking, and hunting.
13. Conservation programs featuring river wildlife, ecology, geology, and environmental health.
14. Land and water tours that link Columbia Crossing to nearby historic sites and scenic areas.
15. Such other similar programming as SNHA and the Borough may agree.

Commented [HB1]: SNHA has revised this section to agreement to reflect the expanded services that Columbia Borough residents, visitors, and businesses requested of us when the SVCC closed. Since the closure of the Susquehanna Valley Chamber of Commerce in 2021, SNHA has worked with the Merchants Association of Columbia to obtain and showcase more merchant information at Columbia Crossing. In 2021, SNHA redesigned the downtown Columbia map. Since then we have updated, printed, and distributed the map.

C. Building Maintenance, Utilities, and Renovations – SNHA agrees to provide year-round, regularly scheduled interior custodial services to maintain the building in a clean and presentable condition for staff, visitors, and other users. The Borough authorizes SNHA to enter into service agreements for such services as needed. SNHA shall also be responsible for the maintenance and repair of any equipment provided by SNHA for the use of staff, partners, or the general public, including computers, monitors, copiers, fax machines, televisions, exhibits, and displays.

As the owner of Columbia Crossing, the Borough agrees to maintain the building and its systems for the purposes described in this Agreement. The Borough shall provide and maintain year-round electric, heat, water, sewer, telephone, cable, internet and security services and equipment, as well as grounds maintenance, interior and exterior pest control (including spider webs), non-custodial building and window cleaning, and snow removal from roadways, parking areas, sidewalks, steps, ramps and decks that provide public access to the facility. The Borough shall conduct regularly scheduled preventive maintenance, such as adjusting, lubricating, inspecting, and testing procedures designed to prevent equipment failure, equipment downtime, and to verify good operating condition of the building and its equipment, including public restrooms. All such maintenance shall be done and performed in the Borough's sole discretion provided, however, that the Borough shall maintain the building in a workmanlike and operable condition at all reasonable times. The Borough shall also provide building keys and security codes to SNHA staff assigned to the facility.

D. Staffing Structure and Management Costs – SNHA shall be responsible for recruiting, selecting, training, scheduling, supervising, and compensating full and part-time employees assigned to the ongoing management and operations of Columbia Crossing according to the terms of this Agreement. SNHA shall also provide administrative support capabilities for employees and associated services, including budgeting, accounting, payroll, benefits, and personnel management. All such employees shall be employees of SNHA and not employees of the Borough. SNHA shall maintain all applicable workers' compensation insurance as set forth hereinafter.

The estimated annual management and operations funding for SNHA management of Columbia Crossing is summarized in Appendix A. In consultation with the Borough, SNHA reserves the right to revise and adjust the budget as needed, including staffing, salaries, and support services, based on actual costs, availability of funding sources, and the ongoing development of programs and services at Columbia Crossing.

SNHA shall prepare and file all returns, and other documents required under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, or any similar federal or state legislation, and all withholding tax returns required for all employees hired by SNHA to work at Columbia Crossing. SNHA shall also pay all amounts required to be paid under the Federal Insurance Contributions Act and the Federal Unemployment Tax Act, or any similar federal or state legislation, and all such withholding taxes.

E. Funding Sources – The Borough agrees to provide \$50,000 annually in base funding and \$64,863 annually in supplemental funding from other sources to SNHA for costs associated with the management of Columbia Crossing as included in Appendix A. Unless otherwise agreed to by both parties, the Borough shall remit this funding to SNHA in two equal payments of \$57,431.50 due by January 15 and July 15 of each year of this Agreement.

All funds utilized for operating Columbia Crossing in accordance with the terms of this Professional Services Agreement shall be recorded and managed separately from other SNHA funds. The Borough shall, at all times, have access to any and all records related to Columbia Crossing operating revenues and expenses.

Commented [HB2]: There is a small change here that will allow SNHA to more easily manage the funding by keeping separate accounting records rather than different bank accounts.

SNHA is responsible for securing and administering other funding required for the successful management and operation of Columbia Crossing according to the terms and conditions of this Agreement. This may include grants from other local, state and national sources, private contributions and sponsorships, and facility rental fees. SNHA shall, at all times, utilize good faith efforts to procure and solicit other funding sources, which efforts shall include the use of its grant and other staff writers.

As of the date of execution of this Agreement, SNHA has identified funding sources for management and operation of Columbia Crossing as included in Appendix A. In consultation with the Borough, SNHA reserves the right to revise and adjust the amounts and sources of funding included in Appendix A as needed to effectively carry out its responsibilities under this Agreement, including adjustments and/or reductions to programs, staffing, and services.

F. Operating Schedule – SNHA shall manage and operate Columbia Crossing on a year-round schedule. The facility shall be open to the public at least five days per week, twelve months of the year, except when closed for major holidays or events as specified below. The facility may be open for additional days and hours each week on a seasonal basis. The following public schedule is subject to adjustment as needed based on public usage, funding and staff availability, and actual calendar year dates:

1. Regular Schedule:

Tuesday, Wednesday, Thursday, Friday, Saturday: 10:00am-4:00pm

Sunday: Noon-4:00pm

Closed Monday

2. Memorial Day Weekend through Labor Day Weekend:

Tuesday, Wednesday, Thursday, Friday: 10:00am-5:00pm

Saturday, Sunday: 9:00am-5:00pm

Closed Monday, except Memorial Day, Independence Day, Labor Day: 10:00am-5:00pm

Closed Tuesdays following Mondays that are open for holidays and day before or after Independence Day

Commented [HB3]: The hours have been shortened by 1 hour on summer weekends for two reasons: (1) visitation during this hour was very small and (2) our wedding packages start at 5 pm.

3. Holidays: Columbia Crossing shall be closed on the following major holidays - New Year's Day, Easter Sunday, Thanksgiving Day, Day After Thanksgiving, Christmas Eve Day, Christmas Day. If a holiday falls on a day that Columbia Crossing is normally closed, Columbia Crossing will be closed one day before or after the holiday.

4. Special Events: Public access to all or portions of the facility may be limited during scheduled public operating hours to accommodate pre-planned special events, meetings, workshops and lectures sponsored by the Borough, SNHA and approved partner organizations.

G. Facility Rental – The primary focus for the use of Columbia Crossing is on visitor services, heritage and outdoor education, and recreational opportunities associated with the Susquehanna River and the

river towns. Hosting community, business, and private meetings and events is a secondary role for the facility; however, income from rentals is a key component of the facility management budget. SNHA shall assure that all uses of Columbia Crossing are in accordance with all applicable laws, regulations and ordinances, including the ordinances of the Borough.

SNHA, in consultation with the Borough, shall be responsible for developing and managing facility rental policies and fees for Columbia Crossing. The Borough authorizes SNHA to contract for private facility rental management services if needed to effectively coordinate such activities with the public programs conducted at the facility. SNHA may be authorized to manage rental of other facilities within Columbia River Park as agreed upon between the Borough and SNHA.

The guidelines included in Appendix B shall be used by SNHA as the rental policies for Columbia Crossing, subject to adjustment as needed based on public usage, funding and staff availability.

By execution of this Professional Services Agreement, the Borough hereby designates and appoints SNHA as its exclusive agent for purposes of managing, operating, leasing and renting Columbia Crossing.

H. Committee Representation - SNHA agrees to have a member of the Columbia Crossing team attend and participate in the River Park Advisory & Revitalization Committee (RPARC) and the Columbia Parks & Recreation Committee. SNHA will provide updates to each committee regarding facility use and programming. This will allow community members and Borough representatives the opportunity to ask questions and provide suggestions regarding programs and exhibits, operating hours, facility rentals, and promotion, marketing, and fundraising.

Commented [HB4]: This has been revised. Previously there was an Advisory Committee of local and regional representatives that met to review SNHA operations and programs at Columbia Crossing. We feel a better way to facilitate communication between residents, local officials and SNHA is to join Borough committees outlined here.

I. Co-Branding of Facility – Columbia Crossing and associated signage, print, and digital media developed to identify, highlight, and promote the facility shall be co-branded to showcase both the Borough’s and SNHA’s role in the operation of Columbia Crossing. Names and logos for both parties shall be included on interior and exterior signage for the facility.

J. Insurance and Liability – Insurance and liability coverage related to management and operation of Columbia Crossing shall be provided by each party to this Agreement as follows:

1. **Borough:** Covenants and agrees that from and after the date of this Agreement, and during the entire term hereof, it shall, at its sole cost and expense, carry and maintain: (i) property insurance with respect to the Columbia Crossing building and the Borough’s furnishings, fixtures and equipment within the building; and (ii) commercial general liability insurance, with contractual liability coverage, with respect to the use and occupation of Columbia Crossing in the minimal amounts of one million dollars (\$1,000,000.00) each “occurrence” limit and two million dollars (\$2,000,000.00) general aggregate limit. The Borough may maintain any of its required insurance under blanket policies of insurance covering Columbia Crossing and any other premises of the Borough, or companies affiliated with SNHA, provided that the coverage afforded will not be reduced or diminished by reasons by the use of such blanket policies of insurance and that such blanket policies meet the other requirements set forth herein. The foregoing minimal limits of insurance coverage to be maintained by the Borough shall in no way limit or diminish the Borough’s liability hereunder. All such policies of insurance shall name SNHA as an additional insured and/or loss payee.

2. **SNHA:** Covenants and agrees that from and after the date of this Agreement, and during the entire term hereof, it shall, at its sole cost and expense, carry and maintain: (i) commercial general liability insurance with contractual liability coverage with respect to the use and occupation of Columbia Crossing in the minimal amounts of one million dollars (\$1,000,000.00) each “occurrence” limit and two million dollars (\$2,000,000.00) general aggregate limit; (ii) all risk, property insurance, vandalism and mischief, for the full replacement value, of any and all of SNHA’s property, including, but not limited to trade fixtures and equipment; and (iii) workers compensation or similar insurance to the extent required by law. SNHA may maintain any of its required insurance under blanket policies of insurance covering Columbia Crossing and any other premises of SNHA, or companies affiliated with SNHA, provided that the coverage afforded will not be reduced or diminished by reasons by the use of such blanket policies of insurance and that such blanket policies meet the other requirements set forth herein. The foregoing minimal limits of insurance coverage to be maintained by SNHA shall in no way limit or diminish SNHA’s liability hereunder. All such policies of insurance shall name the Borough as an additional insured and/or loss payee.
3. Without limiting any waiver of liability, release, indemnity or other provision herein, SNHA and Borough hereby release each other and their respective agents, managers, beneficiaries, elected officials, shareholders, directors, officers, employees, contractors, workers, those for whom each respectively in law responsible, and anyone claiming through or under them in subrogation or otherwise, from any and all liability for losses, damages and claims of any kinds, to the extent of all insurance proceeds paid to or on behalf of the Borough or SNHA, as the case may be, under (i) the policies of insurance maintained by SNHA or Borough, as the case may be, as required under this Agreement, or which would have been paid if SNHA or Borough, as the case may be, had maintained the insurance that it is required to maintain under this agreement and had diligently processed any claims thereunder, and (ii) any policies of insurance coverage otherwise maintained by SNHA or Borough as the case may be.

4. TERMINATION

- A. Termination for Non-Compliance** – Either party has the right to terminate this agreement if the other party fails to meet or comply with the conditions of this Agreement. The termination notice shall include a 60-day notification period and a written statement as to the reason for the termination.
- B. Termination Due to Lack of Performance** – Either party has the right to terminate this agreement if there are documented repeated, unacceptable performance occurrences determined by either party that go uncorrected or are not addressed to the satisfaction of the discontented party within 60-days of initial written notification. The termination notice shall include a 60-day notification period and a statement as the reason for the termination.
- C. Disposition of Unused Funds** – Upon termination of this agreement per the provisions of Section 4.A or 4.B above, any unused funds paid by the Borough to SNHA shall be refunded to the Borough on a pro-rata basis, unless otherwise agreed to by both parties. All other unused funds held by SNHA for the management and operation of Columbia Crossing shall be dispersed according to the terms of applicable funding agreements, or as determined by the SNHA Board of Directors if no terms or agreements apply.
- D. Insolvency** – This Agreement shall terminate if SNHA shall make an assignment for the benefit of creditors or file a petition, in any state court, in bankruptcy, reorganization or compensation, or make

an application in any such proceedings for the appointment of a trustee or receiver for all or any portion of its property, or should any such petition be filed under state law against SNHA and said proceeding should not be dismissed or vacated within thirty days after such petition is filed. This Agreement shall also terminate should SNHA cease to operate.

5. RECORDS

- A. SNHA shall maintain accurate, complete, and separate records in accordance with generally accepted accounting standards and procedures showing incomes and expenditures related to the operation of Columbia Crossing, and from which accounts payable and accounts receivable, available cash, and other assets and liabilities pertaining to Columbia Crossing can be readily identified and the amounts determined at any time. The Borough has the right at any reasonable time to inspect those records, including, but not limited to, all checks, bills, invoices, statements, vouchers, cash receipts, correspondence and all other records dealing with the management of Columbia Crossing, and has the right to have an audit made of all account books and records pertaining to the management of the same.
- B. SNHA shall provide the Borough, with respect to each fiscal year ending during the term of this Agreement, an annual financial report related to Columbia Crossing.
- C. No later than December 1st of each year, SNHA shall provide to the Borough an annual budget for the upcoming calendar year relating to its operation of Columbia Crossing.
- D. At all times as the Borough should reasonably request, SNHA shall provide the Borough with any and all financial reports related to the operation of Columbia Crossing.
- E. No less than annually, SNHA shall provide to the Borough an annual report detailing the programs run on the premises, the number of visitors to the premises, and such other information as the Borough and SNHA may reasonably agree upon.

Commented [HB5]: There is an update here that will match Section E, which has separate record-keeping rather than separate bank accounts.

6. KEY OFFICIALS

Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. Key officials assigned to manage each party's responsibilities under the terms of this Agreement are:

A. For the Borough:

Mark Stivers, Borough Manager
Borough of Columbia
308 Locust Street, Columbia PA17512
Telephone: 717-684-2467
mstivers@columbiapa.net

Tammy Bennett, Finance Director
Borough of Columbia
308 Locust Street, Columbia PA17512
Telephone: 717-684-2467
tbennett@columbiapa.net

B. For SNHA:

Mark Platts, President
Susquehanna NHA
1706 Long Level Rd., Wrightsville, PA 17368
Office: 717-252-0229
mplatts@susquehannaheritage.org

Jonathan Pinkerton, Vice President
Susquehanna NHA
1706 Long Level Road, Wrightsville, PA 17368
Office: 717-252-0229
jpinkerton@susquehannaheritage.org

Each party shall provide the other with written notice of any change to the Key Officials for this Agreement within 30-days of such change.

7. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE SUSQUEHANNA HERITAGE CORPORATION, INC.

Mark N. Platts Date
President

FOR THE BOROUGH OF COLUMBIA

Mark E. Stivers Date
Borough Manager

Appendix A

Columbia Crossing Estimated Annual Management & Operations Funding

Management & Operations Costs:

Staff Salaries & Benefits:	\$183,000
<i>Center Manager (FT), Program Coordinator (FT), Visitor Services Rep. (PT)</i>	
Program & Interpretive Supplies/Services:	\$18,000
Merchandise, Travel, Training:	\$2,100
Custodial & Other Facility Services (<i>contracted by SHC</i>):	\$20,000
Capital Expenses:	<u>\$1,900</u>
	Subtotal: \$225,000
SGHA Administrative Support (10%):	<u>\$22,500</u>
	Total Costs: \$247,500

Funding Plan:

Columbia Borough:	
General Funding	\$50,000
LCSWMA/Cell Tower Funding	\$64,863
Federal/State Grants/Other Grants (subject to availability):	\$40,000
Local Grants (subject to availability):	\$15,000
Sponsors/Advertising:	\$8,500
Program/Exhibit Income	\$11,000
Merchandise	\$5,000
Facility Rentals	<u>\$17,500</u>
	Subtotal: \$211,863
Reserve Fund Contribution:	<u>\$35,637</u>
	Total Funding: \$247,500

Projected Year-End Reserve Fund*: \$84,314

**Prior year reserve (2022 est.\$119,951)*

Appendix B
Columbia Crossing
Facility Rental Guidelines

1. Rental Venues

- a. Site venues managed by Susquehanna NHA and available for rental include the exhibit hall, and covered river deck. Rental or use of other facilities in Columbia River Park, including the picnic pavilion, shall be managed by Susquehanna NHA. Major events that request parking restrictions, fire police, or other Borough resources will be managed by the Borough.

Commented [HB6]: Under the leadership of former Borough Manager Rebecca Denlinger, SNHA was asked to manage the rentals of the small pavilion in Columbia River Park. The agreement will now reflect that change in management as outlined in writing here.

2. Rental Availability

- a. Facility rentals shall be subject to Columbia Crossing's public operating schedule and the availability of staff for the duration of rental events.
- b. The Borough, Susquehanna NHA, and other approved partner organizations may utilize the facility during scheduled public operating hours to accommodate pre-planned special events, meetings, workshops, and lectures.
- c. Rentals will not be available on major holidays.

4. Event Logistics

- a. The maximum number of persons permitted for an event shall be determined by building code requirements, the event type and set-up, food and beverage requirements, table and chair needs, audio-visual requirements, and staff availability.
- b. Limited tables and chairs will be available at no additional fee.
- c. Lessees must provide all flatware, dishes/glassware, linens, and paper products
- d. Alcohol shall be permitted for rental events within the facility, subject to pre-approval by facility staff, applicable state and local laws, and the policies outlined in the Borough of Columbia's Alcohol Addendum.
- e. No smoking shall be permitted in the facility, including the covered river deck and walks.

5. Rental Fees

- a. Susquehanna NHA will establish a facility rental fee schedule based on prevailing market rates for similar facilities in the area, including tiered rates for private, non-profit, and government users.
- b. Lessees shall be permitted to sell event tickets and collect donations for events held at the facility, subject to all applicable laws and regulations.

- c. Except as otherwise required by agreements between the Borough and other entities related to the use of Columbia River Park, all fees collected from facility rentals shall be reserved for the management and operation of Columbia Crossing according to the terms of this agreement.
- d. The Borough, Susquehanna NHA, and approved partner organizations may use the facility at no cost for pre-planned special events, meetings, workshops lectures, and other gatherings, including the sale of tickets and collection of donations related to such events.

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: 12/13/22

DEPARTMENT: Police Department

TITLE: Special Event – Luminaries on Locust

BACKGROUND AND JUSTIFICATION: Columbia Movers & Shakers have requested to place luminaries (battery operated candles in paper bags) on Locust Street. They will be charging \$3.00 per bag, or two bags for \$5.00. The proceeds will go toward supplies and fees to apply for non-profit status.

MOTION: Consider approval for Columbia Movers & Shakers to sell luminaries to be placed in the 200, 300, and 400 blocks of Locust Street from 5:00pm on 12/21/22 until 7:00am on 12/22/22.

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Operating Expense (F01)	0	0	0	0	0
Capital Expense (F18)	0	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	0	0	0	0	0

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

Account Number	Account Description	FY22 Budget	Current Balance	Agenda Expenditure	Balance

C. Legal Review:

ATTACHMENT(S):

- Facilities Use Request

Note: Certificate of Insurance requirement to be waived



LEO S. LUTZ Mayor
 HEATHER ZINK Borough Council President
 EVAN M. GABEL Solicitor
 MARK E. STIVERS Borough Manager

SPECIAL EVENT PERMIT APPLICATION

Non-Profit: Yes No Date Request Submitted: _____

Organization Name: _____ Representative Name: _____

Address: _____ Phone #: _____ Email: _____

Name of Event: _____

Describe Event Activities: _____

<u>Event Date(s)</u>	<u>Time of Event</u>	<u>Times (Including Setup/Tear Down)</u>
_____/_____/_____ (Rain Date)	_____	_____

Anticipated Attendance: _____ Are you charging a fee to participate? 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.- 3rd St from Locust to Chestnut): _____ from _____ to _____ **and**
 _____ from _____ to _____ **and** _____ from _____ to _____

Equipment/Personnel Required: _____ Police Services _____ Custodian _____ Highway Personnel
 _____ Safety Cones _____ Fire Police Services _____ Other _____

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.



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 – PLEASE PRINT) (Signature)

APPROVAL SIGNATURES

Borough Manager _____ Mark Stivers, Borough Manager Date _____

Police Chief _____ Chief Jack Brommer Date _____

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 13, 2022

DEPARTMENT: Facilities Management

TITLE: Authorization to hire Stephen Weiss for the position of Part-time Janitor

SUMMARY: Approve the conditional offer of full-time employment to Stephen Weiss

BACKGROUND AND JUSTIFICATION: With the recent resignation of former Janitor, staff places adds to fill this position. We received one application. Following an interview process, staff would like to extend an offer of employment to Stephen Weiss for the position of Part-Time Janitor. Mr. Weiss is fully qualified for this position. Hours are not to exceed 28 hours per week.

MOTION:

Move to approve extending a conditional offer of employment to Stephen Weiss contingent upon successful completion of a thorough background investigation and drug screening

ATTACHMENT(S):

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	\$28.625	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	\$28.625	0

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is dated _____, 2022 and is made by and among Lancaster County, Columbia Borough, Marietta Borough, East Donegal Township, West Hempfield Township and Conoy Township, all municipal governmental entities and political subdivisions of the Commonwealth of Pennsylvania, to be effective as of January 1, 2023.

RECITALS

Lancaster County and the five named municipalities are parties to an Intermunicipal Agreement dated October 30, 2013 related to the development of the Northwest Lancaster County River Trail (“NWLCRT”), a portion of which is located in each of the municipalities.

The Intermunicipal Agreement provides in Paragraph 11 for the basis and means by which the Agreement by be terminated.

The County and the five named municipalities have determined that termination of the Intermunicipal Agreement is the appropriate and in the best interest of the public. Accordingly, they execute this Memorandum of Understanding to memorialize such decision.

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

1. The Intermunicipal Agreement dated October 30, 2013 is terminated and of no further effect. All financial and other obligations of the municipalities under the Intermunicipal Agreement have been satisfied and discharged.
2. All ongoing municipal financial and other obligations for the operation of NWLCRT shall be limited to that portion of the trail located of each municipality and shall be the responsibility of that municipality in which the trail portion is located.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Memorandum of Understanding to be duly executed the day and year stated above.

ATTEST:

Secretary

COLUMBIA BOROUGH

By: _____
President of the Borough Council

ATTEST:

Secretary

EAST DONEGAL TOWNSHIP

By: _____
Chairman of the Board of Supervisors

ATTEST:

Secretary

MARIETTA BOROUGH

By: _____
President of the Borough Council

ATTEST:

Secretary

CONOY TOWNSHIP

By: _____
Chairman of the Board of Supervisors

ATTEST:

Secretary

WEST HEMPFIELD TOWNSHIP

By: _____
Chairman of the Board of Supervisors

ATTEST:

Secretary

COUNTY OF LANCASTER

By: _____
Chairman of the Board of Commissioners