



LEO S. LUTZ
Mayor

EVAN M. GABEL
Solicitor

HEATHER ZINK
Borough Council President

MARK E. STIVERS
Borough Manager

COLUMBIA BOROUGH COUNCIL – REGULAR MEETING

November 14, 2023 | 7:00 PM

FINAL AGENDA

NOTE: This meeting will be recorded and will be posted on the [Borough's YouTube Channel](#) following 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 Regular Meeting Minutes for October 24, 2023
8. Presentation and Acceptance of Reports
 - a. Community Development – Eric Kauffman
 - I) Acknowledge receipt of the Planning and Zoning Report for October 2023
 - II) Acknowledge receipt of the Columbia Market House Report for October 2023
 - b. Public Works & Property – Peter Stahl
 - I) Acknowledge receipt of the Public Works and Property Report for October 2023
 - c. Safety/Marketing – Todd Burgard
 - I) Acknowledge receipt of the Public Safety Reports for October 2023: Penn State Health Life Lion, Columbia Borough Police Department and Columbia Borough Fire Department
 - II) Acknowledge receipt of the EMOC Report for October 2023
 - III) Acknowledge receipt of the Codes Compliance Report and Condemnation Report for October 2023



9. Presentations
10. Mayor 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. Action Items:

- a. Consider authorizing the advertisement of an Ordinance Amending the Code of Ordinances - Chapter 220 -Zoning-, Section 220-56 - Off-Premises Signs
- b. Consider Change order #3 for ECS for additional soil characterization at the McGinness Innovation Park
- c. Consider the Special Event application from the annual Santa Parade on

12. Introduction New Business:

- a. Consider the promotion of Corporal Holly Arndt to the rank of Sergeant
- b. Consider the promotion of Corporal Dave Sounders to the rank of Sergeant
- c. Consider the promotion of Officer Andrew Snyder to the rank of Corporal
- d. Consider the promotion of Officer Brent Keyser to the rank of Corporal
- e. Consider Resolution 2023-31 to appoint Todd Canfield to the Parks and Recreation Advisory Board
- f. Consider Resolution 2023-32 to authorize the Lancaster County Land Bank to accept properties located at 236 and 238 South Fifth Street
- g. Consider proposal from TCW-GAV for \$21,000 to upgrade the A/V system in Council Chambers.
- h. Consider authorizing the Chief of Police to hire Josy Leshar as Part-time Crossing Guard
- i. Discussion and update on the Walnut Street beautification project
- j. Discussion on potential PR firms

13. Staff Reports, Comments, and Announcements

- a. Solicitor
- b. Borough Engineer
- c. Secretary/Treasurer
- d. Boards, Commissions and Committees
 - I) Upcoming Meetings: Planning Commission (11.14.2023) Shade Tree Commission (11.27.2023)
 - II) Approved Minutes: LASA

14. Borough Council Comments

- a. Council Members

15. Announcement of Next Meeting. At 7:00 PM on November 16, 2023, Council will hold a budget workshop. The next regular meeting will be on November 28, 2023.

16. Adjournment to an Executive Session to discuss a personnel issue

If you are a person with a disability wishing to attend this meeting and require 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

October 24, 2023 | 7:00 PM
Paul W. Myers Council Chambers

MINUTES

- 1. Council President Zink called the meeting to order at 7:03 PM.

Councilpersons present: Burgard, Fisher, Kauffman, Lintner, Price, Stahl, and Zink. Mayor Lutz was also present.

Staff Present: Borough Manager Stivers, Facility Service Coordinator Affeld and Finance Manager Bennett. Solicitor Gabel was also present.

- 2. A Moment of Silence was observed
- 3. Councilperson Kauffman led The Pledge to the Flag
- 4. Announcement of Executive and Information Session(s) None.
- 5. Additions, deletions, and reorganization of agenda
 - a. Motion to approve the agenda as published

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

- 6. Citizen Comments Non - Agenda Items Only

Joe Lintner- Asked council, if there will be a tax hike in 2024. Both Manager Stivers and President Zink stated nothing is proposed. Lintner referenced a LNP article stating 1.4 million borrowed from reserve for the budget and only 600,000 remaining and their intention to pay off municipal bond. Stivers stated Council just doing good job and not spending down reserves. If Council continues to spend wisely there will not need a tax increase. Zink commented that they cannot say definitively until all budget numbers are in.

Frank Doutrich- Asked for an update on the Route 30 Bridge work. Manager Stivers stated the work being done now is in preparation for the upcoming 462 Bridge project/closure. He attended the “Bust” event and inquired about who profited. Stivers responded the event is private. President Zink added that there are costs associated with an event, if Borough services are rendered.

- 7. Minutes for Approval

- a. Motion to approve the Borough Council Work Session Minutes for October 3, 2023

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

- b. Motion to approve the Borough Council Regular Meeting Minutes for October 10, 2023 with removal of motion box under agenda item 12.a

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

8. Presentation & Acceptance of Reports

a. Finance – Heather Zink

- I) Acknowledge Finance Report – September 2023
- II) Acknowledge the Solicitor’s Lien Report

9. Presentations

10. Mayor Lutz/Chief Brommer -None

11. Action Items

- a. Motion to deny request by Aaron Marines, Esq. attorney for the former owners of Riverview Terrace, to reconsider the LERTA application for 132 Locust Street.

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

Frank Doutrich voiced his opinion to deny tax abatement.

- b. Motion to approve request from the Merchants Association of Columbia to place red hearts on the light poles downtown for Valentine's Day celebration called "Hearts on Locust - Share the Love".

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

Rebecca Murphy was present to answer questions on behalf of the Merchants Association of Columbia.

- c. Motion to approve request from the Merchants Association of Columbia to allow for Free Parking on Saturday next year on the following days: February 10, February 17, and February 24.

Motion by:	Second by:	Voice Vote:
E. Kauffman	P. Stahl	6 yes 1 no (Zink)- Motion Carried

- d. Motion to authorize staff to pay bills

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

12. New Business:

- a. Motion to execute existing liens for the properties located at 1115 and 1120 Lancaster Avenue contingent upon verification of applicable documentation.

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

Councilperson Kauffman communicated issue with taking action on one property owner and not everyone with a lien. Solicitor Gabel explained the process to execute liens is expensive and these liens were highlighted by the excessive money amount of lien. Council President Zink hopes this action communicates Council’s seriousness and other liens will be paid to avoid execution.

Frank Doutrich asked why lien wasn't taken care of at settlement. Solicitor Gabel can't say why specifically for this property but sometimes property changes hands without going through a settlement company.

- b. Motion to approve Resolution 2023-28 to appoint Barbara Fisher to the Parks and Recreation Advisory Board

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

- c. Motion to approve Resolution 2023-29 to appoint Eric Kauffman to the Parks and Recreation Advisory Board

Motion by:	Second by:	Voice Vote:
B. Fisher	S. Lintner	All Favored – Motion Carried

- d. Motion to approve Resolution 2023-30 to authorize staff to recycle Borough equipment

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

Facility Manager Affeld stated all equipment is nonfunctioning.

13. Staff Reports, Comments, and Announcements

- a. Solicitor- None
- b. Secretary/Treasurer- The Borough received communication from Sager Swisher & Co that they are no longer servicing public sector clients. Manager Stivers and Manager Bennett are working on proposals. The vacant zoning officer position is now posted. PennDOT starting interim work to keep 462 Bridge functional until main project. Mardi Gras parade this Thursday. The Borough Council Work Session on November 9, 2023 will be over budget items and the budget meeting scheduled November 16, 2023 will be cancelled, if not needed. The public is encouraged to sign up for TextMyGov. Lastly, Lancaster Housing Redevelopment Authority hosted the PA conference which included a mobile tour of Columbia.

President Zink suggested increasing budget amount for auditor. Finance Manager Bennett agreed and believes bigger firms will cost significantly more than Sager Swisher & Co.

- c. Boards, Commissions and Committees
 - l) Approved Minutes- Civil Service

14. Borough Council Comments

- a. Council Members

Councilperson Lintner asked Solicitor Gabel if waste water plant sold. He responded no. There are rail road related issues that need resolved. Lintner asked about the Smart Grant status. Manager Stivers responded that it was submitted last year and denied. It has been resubmitted with tighter scope. Lintner was in communication with a resident that asked for better cameras at Makle Park. She wasn't sure if cameras are part of the renovation project planned for the park.

Councilperson Fisher informed group that October is Domestic Violence Awareness month and there will be a representative from DV Services at Market this Saturday. She reported that the job fair held at the Marker House this week was successful.

Councilperson Burgard encouraged individuals to sign up for TextMyGov and to follow YouTube channel, Columbia Borough Police Department’s Crime Watch page and Columbia Borough Facebook page.

Council President Zink thanked Councilperson Fisher for organizing successful job fair.

Election Day is November 7, 2023 and there are no changes to polling locations.

15. Announcement of Next Meeting. At 7:00 PM on November 9, 2023, Council will hold a work session

16. Motion to adjourn the meeting at 8:50 pm.

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

MOTIONED AND APPROVED this 14th day of November 2023, 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

Zoning/Planning Report * October 2023

Year to Date	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Permit Types													
Building	9	6	15	10	11	12	9	8	10	9	0	0	99
Demolition	0	0	2	0	0	0	0	0	0	0	0	0	2
Dumpster	0	0	0	0	0	0	0	8	1	3	0	0	12
Electrical	0	0	0	1	0	0	0	2	0	0	0	0	0
Road Occupancy	8	14	6	7	9	5	3	1	3	3	0	0	59
Zoning	11	9	21	15	24	21	23	25	10	14	0	0	173
ZHB	1	1	0	0	0	0	0	1	0	0	0	0	3
	29	30	44	33	44	38	35	45	24	29	0	0	351

Zoning Hearing Board

The case, 451 Mill Street, for October was withdrawn.

Planning Commission

Reviewed and made a recommended approval of Off-site premises signage regulations for the Zoning ordinance.

Will meet in November to begin review and prioritization of housekeeping updates needed for Zoning and potentially SALDO.

HARB

October meeting was cancelled due to lack of quorum and will meet November 8th to review a case at 144 Locust St.

Community Development Projects

FY2023 CLG Grant - Resurvey the Historic District –The funding release from PA SHPO was approved on August 2nd. A project kick-off meeting and review of the RFP was held on August 17th. The RFP has been published and sent out to a list of PA SHPO-approved firms.



Columbia Market House

October 2023 Report

October Events- Private and Public

Jodi Holder Baby Shower	Sunday, October 1, 2023
Shank Shoppe Wreath Making Class	Tuesday, October 3, 2023
Rachel Leanza Graduation Party	Friday, October 6, 2023
Debra McAroy Retirement	Saturday, October 7, 2023
Emily Springer Bridal Shower	Sunday, October 8, 2023
Gohn/Ivanov Wedding	Friday October 13, 2023
Seidle/Witmer Wedding	Sunday, October 15, 2023
CHS Class of 2003 Reunion	Saturday, October 21,2023
Amy Gehly Baby Shower	Sunday, October 22, 2023
OH Gills Irish Dance Team	Friday, October 27, 2023

Future Booked Private Event(s): 25

Future Booked Public Event(s): November 2023

Tara Manotti Baby Shower	Sunday, November 5, 2023
CHS Volleyball Team Banquet	Sunday, November 5, 2023
Laura Funk "Genesis Joe" Show	Friday, November 10, 2023
Ribar-Sollenberger Wedding	Saturday, November 11, 2023
Vazquez Baby Shower	Sunday, November 12, 2023
Wilkins Birthday Party	Sunday, November 19, 2023
Santa's Workshop & Small Business Saturday	Saturday, November 25, 2023
A Merry Maker's Market	Sunday, November 26, 2023

New Vendor(s): King's Country Flavorites (Jane's Flower Shoppe)

The Candy Hut (Eisenhour's old stand- starting beginning December)



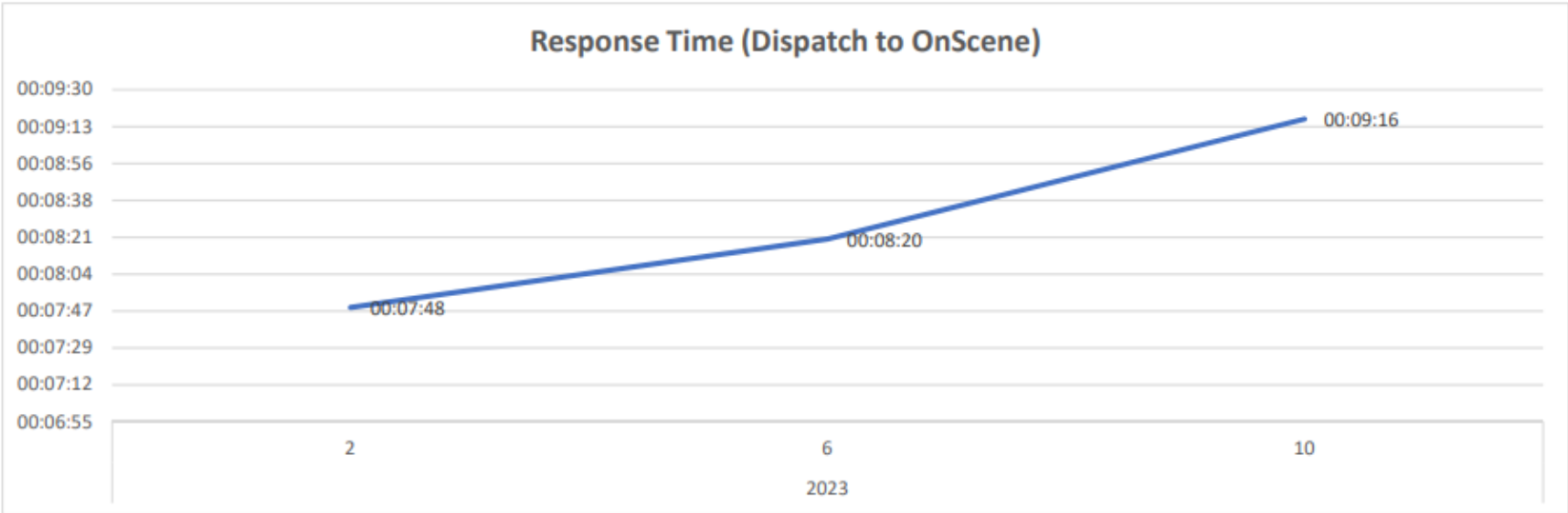
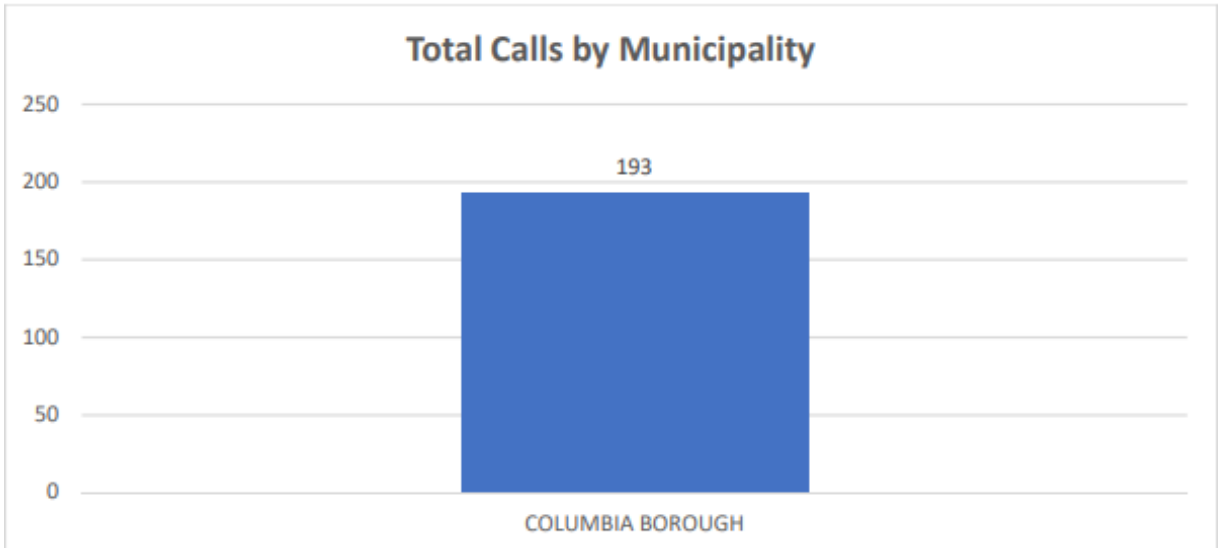
LEO S. LUTZ Mayor
HEATHER ZINK Borough Council President
EVAN M. GABEL Solicitor
MARK E. STIVERS Borough Manager

To: Peter Stahl, Public Works/Property Chairperson, Columbia Borough Council
From: Jake Graham, Columbia Borough Public Works Department
RE: **Public Works Department Report for October 2023**

- **South Second Street CDBG (Union to Perry St)**
Construction has been substantially completed. Reamstown Excavating completed the new curb, sidewalk and street resurfacing. A final walk thru will be scheduled with the Lancaster County Redevelopment Authority
- **2023 Paving Projects by Borough Crews**
Borough Crews have completed the paving of the 1200 block of Avenue W. This completes paving for the 2023 season, with the exception of some patch work
- **Tree Planting**
Borough crews assisted the Shade Tree Commission with the planting of 23 trees at various locations throughout the Borough on Saturday, October 30th and Saturday, November 4th
- **Leaf Collection**
Leaf collection will continue through Friday, December 8th and following the Street Sweeping schedule
- **Borough Yard Waste Recycling Facility and Curb-Side Yard Waste Pick Up**
Contracted municipalities dropped off 411.18 Tons of yard waste in October and Crews picked up 26.57 Tons of yard waste in October. No Compost was purchased in October. The recycling facility is open the 2nd Saturday of the month from 8am-12pm for resident drop off
- **Street Sweeper**
Tentatively, the last day of street sweeping will be Friday, December 15th. This date is subject to change depending on weather conditions
- **Ridge Avenue Property**
Recently, Security Fence Co. completed repairs to the perimeter fence line and installed a new gate for future access. This required Borough crews to remove vegetation along the fence line in the areas to be repaired



Penn State Health Life Lion, LLC October 2023



COLUMBIA BOROUGH POLICE DEPARTMENT											OCTOBER		2023			
REPORT OF MONTHLY OFFENSES													2023	2022		
CLASSIFICATION OF OFFENSES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TYTD	TLYTD		
Murder & Nonnegligent Manslaughter	0	1	0	0	0	0	0	1	0	0			2	0		
Negligent Manslaughter	0	0	0	0	0	0	0	0	0	0			0	0		
Rape by Force	0	0	0	0	0	0	0	1	0	0			1	1		
Rape Attempt (Assault)	0	0	0	1	0	0	0	0	0	0			1	0		
Robbery (Firearm/Knife or Cutting Inst.)	0	0	0	1	0	0	0	0	0	0			1	0		
Robbery (Other Dangerous Weapon)	0	0	0	0	0	0	0	0	0	0			0	0		
Robbery (Strong Armed/Hands,Feet,Etc)	0	0	0	0	1	1	0	1	0	1			4	4		
Assault (Firearm)	0	2	1	1	0	0	0	1	0	0			5	1		
Assault (Knife/Cutting Instrument)	0	0	0	0	0	0	0	0	0	0			0	0		
Assault (Other Dangerous Weapon)	0	0	0	2	0	0	0	0	0	0			2	1		
Assault (Hands,Fists,Feet, Etc.)	3	1	0	1	2	2	2	3	2	1			17	9		
Assault (Other Not Aggravated)	5	7	9	9	9	8	10	5	6	10			78	46		
Burglary (Forced Entry)	1	1	1	0	2	1	2	2	0	3			13	5		
Burglary (Unlawful Entry/No Force)	1	0	1	2	1	1	1	0	1	2			10	5		
Burglary (Attempted Forced Entry)	2	1	0	1	0	0	0	0	0	0			4	2		
Theft (\$50 & Over)	5	12	12	5	7	15	11	11	10	15			103	72		
Theft (Under \$50)	2	4	5	1	3	7	2	4	5	4			37	27		
Auto Theft	2	4	0	1	1	1	1	1	1	0			12	13		
Arson	0	0	0	0	0	0	0	0	0	0			0	2		
Forgery & Counterfeiting	0	0	0	0	0	0	0	0	1	0			1	2		
Fraud	8	2	7	8	6	7	6	8	7	8			67	48		
Embezzlement	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		
Vandalism/Criminal Mischief	7	5	14	6	10	11	14	14	6	10			97	45		
Weapons (Carrying/Possess. Etc.)	0	1	2	2	1	0	0	1	1	4			12	2		
Prostitution & Commercial Vice	0	0	0	0	0	0	0	0	0	0			0	0		
Sex Offenses (Except Rape/Prostitution)	4	3	3	5	6	1	2	3	6	4			37	28		
Narcotic Drug Laws (Drug Abuse Viol.)	3	3	0	3	5	3	0	3	3	2			25	15		
Gambling	0	0	0	0	0	0	0	0	0	0			0	0		
Offenses Against Family & Children	3	0	6	0	4	8	4	2	2	2			31	12		
Driving Under The Influence	0	1	2	2	1	1	2	0	0	2			11	7		
Liquor Laws	1	0	0	0	0	0	0	0	0	0			1	0		
Drunkenness	0	3	2	1	3	3	3	0	4	2			21	14		
Disorderly Conduct	4	5	3	5	1	2	3	2	3	2			30	19		
Vagrancy	1	1	0	1	0	0	0	0	0	1			4	8		
All Other (Except Traffic)	38	34	39	58	51	46	71	65	43	38			483	510		
TOTAL MONTHLY OFFENSES	90	91	107	116	114	118	134	128	101	111			1,110	898		

COLUMBIA BORO POLICE DEPARTMENT MONTHLY REPORT TO BORO COUNCIL											OCTOBER	2023		YTD	LYTD
ACTIVITIES	January	February	March	April	May	June	July	August	September	October	November	December	2023	2022	
Monthly U.C.R. Count	90	91	107	117	114	118	134	128	101	111			1111	896	
Adult Criminal Arrests	12	8	17	20	17	21	21	15	14	21			166	133	
Juvenile Criminal Arrests	1	2	1	2	2	6	1	2	0	4			21	33	
Juvenile Summary Arrests	0	0	2	6	4	1	0	2	1	4			20	31	
Prisoners Detained In Boro Lockup	5	10	6	6	9	5	1	6	8	9			65	43	
TRUCK INSPECTIONS:	0	9	8	5	8	3	0	11	5	0			49	58	
TRUCK VIOLATIONS:	0	14	17	16	19	0	0	11	12	0			89	92	
Reportable Accidents Inv.	11	6	2	13	9	14	11	8	11	7			92	88	
Non-Reportable Accidents Inv.	14	19	20	18	17	19	11	16	16	14			164	117	
Traffic Arrests/Citations	40	58	39	40	30	33	43	44	31	13			371	385	
Abandoned Veh Removed From Sts	5	5	3	5	5	7	6	4	5	6			51	43	
District Magistrate Fines	\$6,901.88	\$11,017.92	\$7,919.64	\$5,088.42	\$7,492.42	\$7,684.33	\$6,926.08	\$8,289.60	\$9,444.56	\$0.00			\$70,764.85	\$66,046.87	
Parking Ticket Fines	\$3,565.00	\$3,661.00	\$11,825.00	\$12,485.00	\$10,425.00	\$14,530.00	\$12,865.00	\$13,860.00	\$12,230.00	\$11,215.00			\$106,661.00	\$114,096.00	
Accident Report Revenue	\$30.00	\$0.00	\$15.00	\$30.00	\$30.00	\$0.00	\$0.00	\$0.00	\$45.00	\$30.00			\$180.00	\$135.00	
LexisNexis Accident Report Revenue	\$105.00	\$75.00	\$90.00	\$45.00	\$165.00	\$390.00	\$105.00	\$30.00	\$45.00	\$315.00			\$1,365.00	\$2,190.00	
Bicycle License Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.00	\$0.00	\$0.00			\$2.00	\$7.00	
No Parking Sign Fees	\$140.00	\$126.00	\$164.00	\$392.00	\$132.00	\$204.00	\$244.00	\$564.00	\$320.00	\$316.00			\$2,602.00	\$6,254.00	
Contractor Parking Sign Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8.00	\$0.00	\$0.00	\$0.00	\$0.00			\$8.00	\$0.00	
Boot Removal Fees	\$105.00	\$455.00	\$35.00	\$35.00	\$105.00	\$175.00	\$175.00	\$175.00	\$315.00	\$105.00			\$1,680.00	\$2,415.00	
PA. State Police/County Fines/Fees	\$0.00	\$234.49	\$983.94	\$225.96	\$438.12	\$253.26	\$94.98	\$5.00	\$595.60	\$664.57			\$3,495.92	\$3,942.36	
LANC. CNTY. CLERK OF COURTS FEES	\$0.00	\$873.94	\$0.00	\$398.12	\$253.26	\$58.31	\$0.00	\$0.00	\$563.44	\$0.00			\$2,147.07	\$3,085.32	
Meter Violations	242	225	174	171	144	112	112	88	135	93			1,496	1,867	
Parking Outside Lines	0	0	0	0	0	0	0	1	0	0			1	1	
Double Parking	0	0	0	0	1	0	1	2	0	0			4	16	
Parking On Left Side of Street	3	2	2	0	2	5	4	3	1	2			24	24	
Continuous Parking 48 Hours	18	17	20	14	10	11	6	19	11	16			142	130	
No Parking Zone/Bus Stop	10	19	16	8	11	26	12	11	22	21			156	171	
Street Sweeping	0	0	764	747	719	845	904	880	736	777			6,372	6,402	
Parking within 20 ft Crosswalk	19	40	34	13	25	20	23	26	0	28			228	123	
Parking within 15 ft Fire Hydrant	3	3	7	0	5	4	8	8	3	5			46	28	
Parking in Front of Driveway	1	1	3	1	1	1	0	1	0	1			10	17	
Handicap Area	5	5	7	3	1	0	5	2	3	2			33	55	
Other	2	0	1	0	6	7	6	3	5	1			31	91	
Restitution	\$0.00	\$110.00	\$100.00	\$45.34	\$40.00	\$0.00	\$20.00	\$0.00	\$33.34	\$66.68			\$415.36	\$610.84	
Dog Fees	\$0.00	\$0.00	\$100.00	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00	\$200.00	\$0.00			\$400.00	\$250.00	
Livescan Revenue	\$0.00	\$0.00	\$25.00	\$15.56	\$33.33	\$16.67	\$0.00	\$82.22	\$1.11	\$0.00			\$173.89	\$0.00	



LANCASTER COUNTY, PENNSYLVANIA

Report for October 2023

Borough Council Meeting
November 14, 2023

Emergency Services

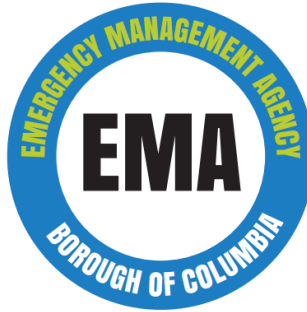
- The quarterly EMA meeting was held on Thursday, October 5 at 3 pm. The next meeting will be held on Thursday, December 19 at 3 pm in the Council meeting room.
- Sending out weather updates as weather events occur to those potentially affected by them (police, fire, EMS, highway department, codes, schools, elderly housing, etc.).
- The Community Assessment for Public Health Emergency Response (CASPER) program surveys were delayed due to personnel changes at LEMA. I'm awaiting a return call to reschedule.
- The EOC trailer was operational for the entire Albatwitch event on Saturday, October 14. There were no issues other than the weather.
- The EOC trailer was operational for the entire "The Bust" event on Saturday, October 21. There were no issues.
- The EOC was operational for the entire Mardi Gras Parade on Thursday, October 26. The only issue was a medical emergency in the 500 block of Locust Street.

COVID-19

- Haven't heard any recent chatter that the restrictions may resurface this fall/winter. If I hear any credible chatter from PEMA or LEMA, I'll pass that along.

Miscellaneous Information

- Attended a planning meeting for the Albatwitch festival on Tuesday, October 12th.
- Attended a planning meeting for the Mardi Gras Parade on Tuesday, October 17th.
- Attended a planning meeting for "The Bust" on Tuesday, October 17th.
- Attended the LEPC bi-monthly meeting on Thursday, October 5th.
- Attended 16.5 hours of various webinars for preparedness throughout the month.
- Assisted OLA school with a security grant application on Tuesday, October 10th.
- Attended an evacuation meeting at OLA school on Wednesday, October 25th.
- Attended the LCPSTC board meeting on Thursday, October 26th.



LANCASTER COUNTY, PENNSYLVANIA

Report for October 2023

Acronyms

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

Respectfully,

Jay Barninger, CESCO

Emergency Management Coordinator (EMC)

Code Department Report * October 2023

Year to Date	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Inspections													
Fire/Re-Inspection	16	0	29	10	0	0	0	9	0	0	0	0	64
Rental/Re-Inspection	74	52	113	81	86	90	75	69	39	56	0	0	735
Safety	0	0	0	0	0	0	0	0	0	0	0	0	0
Condemnation	3	0	1	1	1	0	2	1	1	1	0	0	11
New Tenant	6	15	20	12	19	21	16	16	12	14	0	0	151
Fire Pit	0	0	0	0	0	0	0	0	0	2	0	0	2
	99	67	163	104	106	111	93	95	52	73	0	0	963
QT Violations													
Vehicle-\$25	1	0	0	5	8	12	5	7	6	8	0	0	52
Accumulation of Trash-\$25	42	28	48	39	30	46	50	32	25	35	0	0	375
Animal Waste-\$25	2	0	2	1	1	0	0	3	0	0	0	0	9
Sidewalk Snow-\$25	0	0	0	0	0	0	0	0	0	0	0	0	0
Grass & Weeds-\$25	1	0	0	61	80	75	90	85	25	24	0	0	441
Grass Clippings-\$25	0	0	0	1	1	0	1	3	0	0	0	0	6
Illegal Burning-\$25	1	0	0	1	1	5	2	3	3	4	0	0	20
Missing Bldg ID-\$25	2	0	1	3	1	4	1	5	2	3	0	0	22
Pool Sanitation-\$25	3	0	0	0	0	3	5	2	1	0	0	0	14
Smoke Detector-\$25	0	0	0	0	0	0	0	0	0	0	0	0	0
Stagnant Water-\$25	0	0	0	0	0	0	3	3	2	0	0	0	8
Trash Storage-\$25	17	17	17	11	16	9	4	0	12	2	0	0	105
Change of Occupancy-\$500	1	0	1	0	0	1	0	0	0	0	0	0	3
NC Vehicle-\$500	0	0	0	0	0	0	0	0	0	0	0	0	0
NC Knox Box-\$500	0	0	0	0	0	0	0	0	0	0	0	0	0
NC Lead Safe-\$500	0	1	0	0	0	0	0	2	0	0	0	0	3
NC NOV-\$500	1	3	1	0	1	0	2	3	0	3	0	0	14
NC Unreg. Rental-\$500	24	9	1	0	0	0	0	2	1	0	0	0	37
	95	58	71	122	139	155	163	150	77	79	0	0	1109
Misc Violations													
Appeals	2	7	3	1	2	1	0	3	0	1	0	0	20
Complaints	11	7	13	28	28	38	49	45	33	19	0	0	271
Condemnations	0	0	0	2	1	0	0	0	2	2	0	0	7
Disruptive Conducts	8	4	4	1	4	3	1	0	1	1	0	0	27
Notice of Violations	12	16	9	12	17	31	21	31	21	22	0	0	192
	33	34	29	44	52	73	71	79	57	45	0	0	517

Condemnation Status as of 11.8.2023

ADDRESS	REASON	STATUS	DATE OF CONDEMNATION	COMPLIANCE DATE
1081 CLOVERTON DR	Illegal Rental	Vacant	5.24.2023	6.26.2023
128 S FIFTH ST	Fire	In progress	1.4.2022	12.1.2022
130 S FIFTH ST	Vacant/Abandoned	In progress	9.2.2022	3.2.2023
1328 MANOR ST	Fire	In progress	4.18.2023	7.18.2023
1330 MANOR ST	Fire	In progress	4.18.2023	7.18.2023
170 S FIFTH ST	Fire	Blight Program	2.1.2021	N/A
290 S FIFTH ST	Unsafe Structure	Vacant	9.14.2023	12.14.2023
30 N SEVENTH ST	Sanitation/Infestation	In progress	11.17.2022	N/A
52 S EIGHTH ST	Vacant/Abandoned	In progress	6.20.2022	12.10.2022
521 LOCUST ST	Fire	In progress - LCHRA	5.1.2022	1.1.2023
523 LOCUST ST	Fire	In progress	5.1.2022	1.1.2023
525 LOCUST ST	Fire	In progress	5.1.2022	1.1.2023
612 WALNUT	Sanitation/Infestation/OC	Vacant	10.24.2023	1.24.2024
612 FRANKLIN ST	Sanitation/Infestation	In progress - Land Bank	12.2.2022	1.6.2023

**COLUMBIA BOROUGH
LANCASTER COUNTY, PENNSYLVANIA**

ORDINANCE NO. XXX

AN ORDINANCE OF THE BOROUGH COUNCIL OF THE BOROUGH OF COLUMBIA, AMENDING THE CODE OF THE BOROUGH OF COLUMBIA PART II - CHAPTER 220 - ZONING - ARTICLE VII, SECTION 220-56 - OFF-PREMISES SIGNS- TO ALLOW OFF-PREMISES SIGNS ALONG LIMITED ACCESS HIGHWAYS SUBJECT TO LESS RESTRICTIVE STANDARDS THAN ALL OTHER OFF-PREMISES SIGNS IN THE BOROUGH.

WHEREAS, the Borough of Columbia, Lancaster County, Pennsylvania (the "Borough") a political subdivision of the Commonwealth of Pennsylvania, is governed by the Borough Council (the "Governing Body"); and

WHEREAS, the proposed amendment was reviewed by the Borough of Columbia Planning Commission on August 15, 2023 and again on October 17, 2023 where the Planning Commission voted unanimously to recommend to Borough Council that the amendment be approved as drafted; and

WHEREAS, after a public hearing and after consideration of all information, comments and questions, members of the Borough Council have deemed it beneficial to the residents of the Borough and to the promotion of the health, safety, morals, convenience, order and welfare of present and future inhabitants of the Borough to amend the Code of the Borough of Columbia (the "Code") as hereinafter set forth.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, by the Borough Council of the Borough of Columbia, Lancaster County, Pennsylvania, as follows:

SECTION 1: The Code of Ordinances of the Borough of Columbia, Part II, Chapter 220, Article VII, Section 220-56(D) shall stricken in its entirety and replaced as follows:

D. Permitted off-premises signs. An off-premises sign is only permitted if it meets the following requirements:

- (1) District. An off-premises sign is only permitted in the HC District.
- (2) Number Per Lot. No lot shall include more than one off-premises sign, and no off-premises sign or sign face shall be attached in any way to another off-premises sign. Notwithstanding the foregoing, back-to-back or "v shaped" off-

premises signs are permitted provided that only one sign face is visible from any single location.

- (3) Control of lighting and glare. See standards in § 220-38. With respect to digital off-premises signs, the following criteria shall also apply:
 - a. Each message shall be complete in itself and shall not continue on a subsequent sign message. The content must transition by changing instantly with no transition graphics.
 - b. No digital off-premises sign shall display animated messages, including flashing, blinking, fading, rolling, shading, dissolving, or other effect that gives the appearance of movement.
 - c. No digital off-premises sign shall include any audio message.
 - d. Owners of digital off-premises signs shall permit applicable authorities to display, where appropriate, emergency information important to the traveling public, including Amber Alerts, Silver Alerts and weather or other emergency information.
- (4) Condition. The sign shall be maintained in a good and safe condition. The area around the sign shall be kept free of debris.
- (5) Off-premises signs shall be required to comply with the following criteria, based upon location:

	Along limited access highways	All other off-premises signs
Location	A minimum of 5 feet from all lot lines and street rights-of-way	A minimum of 25 feet from all lot lines and street rights-of-way
Maximum Sign Area ¹	672 square feet	300 square feet
Spacing	Separated by a minimum of 500 feet from any other off-premises sign, including signs on either side of a street and including existing signs in other municipalities	Separated by a minimum of 1,200 feet from any other off-premises sign, including signs on either side of a street and including existing signs in other municipalities.

¹ In the case of back-to-back or “v shaped” off-premises signs, sign area shall be calculated by determining the greatest total area of all sign faces visible from any single location.

Maximum Height	45 feet above the elevation of adjacent street, measured at the street centerline	25 feet above the elevation of adjacent street, measured at the street centerline
Setback from Existing Residences	No off-premises sign greater than 10 square feet in sign area shall be located within 100 feet of an existing dwelling	No off-premises sign greater than 10 square feet in sign area shall be located within 200 feet of an existing dwelling
Frequency of Message Change (Electronic off-premises signs only)	Once every 10 seconds.	Once every 30 seconds.

SECTION 2: All other provisions of the Code not amended or changed shall remain in full force and effect.

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

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

DULY ORDAINED AND ENACTED this ____ day of _____, 2023, by the Borough Council of the Borough of Columbia, Lancaster County, Pennsylvania.

ATTEST: _____
Mark E. Stivers
Secretary/Treasurer

By: _____
Heather Zink Council President

Approved by me this ____ day of _____, 2023

Leo Lutz, Mayor

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: 11/14/23

DEPARTMENT: Administration

TITLE: Consider Change order #3 for ECS Mid Atlantic for additional Soil Characterization at the McGinness Innovation Park

BACKGROUND AND JUSTIFICATION: ECS has submitted Change Order #3 to complete additional soil characterization testing. The additional testing was required by DEP due to the high lead levels found on the western portion of the property in the location for the former convalescent home.

MOTION: To consider authorizing staff to execute Change order #3 for ECS for additional soil characterization for \$8,541.00.

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Operating Expense (F01)		0	0	0	0
Capital Expense (F18)	\$8,541.00	0	0	0	0
Capital Expense ARPA (F21)	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	FY23 Budget	Current Balance	Agenda Expenditure	Balance
18-450-001	McGinness Airport Development Project	500,000	\$14,939.54	\$8,541.00	\$6,398.54

ATTACHMENT(S):

- ECS Change Order #3



ECS Mid-Atlantic, LLC

Change Order 3 for Additional Soil Characterization

McGinness Innovation Park

1020 Manor Street

Columbia Borough, Lancaster County, Pennsylvania 17512

ECS Project Number 47-11770-A

September 26, 2023



September 26, 2023

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

ECS Project No. 47-11770-A

Reference: Change Order #3 –Additional Soil Characterization
McGinness Innovation Park
1020 Manor Street
Columbia Borough, Lancaster County, Pennsylvania

Dear Mr. Stivers:

As requested, ECS Mid-Atlantic, LLC (ECS) is pleased to present this change order for Additional Soil Characterization at the McGinness Innovation Park property located at 1020 Manor Street, Columbia Borough, Lancaster County, Pennsylvania (the site). The site is enrolled in the Pennsylvania Department of Environmental Protection’s (PADEP) Land Recycling Program, commonly known as Act 2, to address metals impacts in soil from historic fill. Data from ECS investigations dating back to 2021 onward are going to be presented in Act 2 reports.

Due to the depth to groundwater and voids in the bedrock we were unable to collect groundwater samples from the area where lead has been detected in soil in the southwestern corner of the site. The lead was detected in a test pit that contained demolition debris from a demolished building at the convalescence home. The test pit was stopped a bucket refusal at eight feet on what appeared to be the basement slab of the former structure.

ECS and Columbia Borough had a virtual meeting with the PADEP on September 7, 2023 where we discussed alternate approaches to evaluate the soil-to-groundwater pathway for this area. The PADEP representatives suggested collecting soil samples beneath the lead impacts and conducting leachability tests of the soil. The scope of work included in this proposal includes collecting those samples, as well as completing additional delineation in the area.

SCOPE OF SERVICES

ECS has developed a scope of services based on the information noted above and the proposed non-residential use of the site.

Task 1 – Soil Characterization, Sampling, and Laboratory Analysis

ECS will collect soil samples for laboratory analysis at the site from test pits. The three proposed test pit locations, ETP-16D, ETP-19 and ETP-20 are shown on the attached map. To collect a sample beneath the former identified lead impacts, an excavator with a breaker attachment will be used, to allow for the collecting samples underneath the basement slab. A second test pit, ETP-16D, will be advanced at the location of former test pit ETP-16. A total of ten samples will be

collected from the debris in the test pit where lead was previously detected. Test pit ETP-16D will then be advanced through the building slab, and two samples from beneath the slab will be collected, at estimated depths of 8-10 and 10-12 feet below ground surface (ft bgs).

Two additional test pits, ETP-19 and ETP-20 will be advanced to complete the delineation of the lead impacts. Three (3) soil/fill samples from each soil boring will be collected for laboratory analysis from the following depths: 0-2 feet ft bgs, 4-6 ft bgs, and 6-8 ft bgs.

The approximate soil/fill material samples will be placed in laboratory provided clean containers with Teflon-lined lids, labeled, packed for shipping, placed in an iced-filled cooler, and delivered promptly to a PADEP certified laboratory for analysis. For quality assurance/quality control purposes a field blank and field duplicate sample will be collected. All appropriate chain-of-custody procedures will be utilized to track the samples from collection to final disposition.

For the purposes of this proposal, we anticipate that the soil sampling will take approximately one day to complete.

Consistent with previously identified impacts in the area, soil samples will be analyzed for the metal lead. The four samples with the highest concentrations of lead will also be analyzed for synthetic precipitation leaching procedure analysis (SPLP) for lead. The results will be used to calculate a site-specific soil-to-groundwater standard per PA Code Chapter 250.308(a).

The data will be tabulated against the approximate PADEP Non-Residential Statewide Health Standard and sample locations will be added to figures. These will be sent to you via email with a summary of the results. The table and figure will be incorporated into the Act 2 report.

Downhole equipment will be cleaned prior to use at the property and between each monitoring well location to prevent any cross-contamination.

Task 2 — Additional Reporting and Project Management

ECS will incorporate the data obtained from the groundwater and additional soil characterization into the Act 2 Report, which will be prepared according to the PADEP regulations.

COSTS

The cost estimate outlined below is based on our experience with similar types of projects and the proposed amount of work that is anticipated to accomplish the initial project objectives. For the purposes of this proposal, costs and timeframes associated with laboratory testing have been based on a laboratory standard 10 business day turnaround time (TAT). In addition, the scope of service for field-related items will be based on access being available to the site.

It should be noted that it is possible for the field study to require more or less time to complete depending on the actual field results. For clarity purposes, the costs associated with each task item (as presented in the scope of services) has been separated below.

Task 1 – Soil Characterization, Sampling, and Laboratory Analysis

<u>Code</u>	<u>Description of Services</u>	<u>Estimated Cost</u>
1525	Environmental Principal (Management) <u>Estimate:</u> 2 hours @ \$225/hour	\$ 450.00
1525	Field Scientist (Preparation) <u>Estimate:</u> 3 hours @ \$105.00/hour	\$ 315.00
1525	Field Scientist (Sample Collection) <u>Estimate:</u> 1 day @ \$1,050.00/day	\$ 1,050.00
1525	Equipment Rental (Excavator with Breaker Attachment and Operator) <u>Estimate:</u> Lump Sum @ \$3,000.00/day	\$ 3,000.00
3351	Sampling Supplies/PPE <u>Estimate:</u> Lump Sum @ \$100.00	\$ 100.00
3351	Rental Vehicle <u>Estimate:</u> 1 day @\$150/day	\$ 26.00
3241	Lead Soil/Fill Material Analyses (Including QA/QC) <u>Estimate:</u> 20 samples @ \$50.00/sample	\$ 1,000.00
3241	Lead SPLP Analyses <u>Estimate:</u> 4 samples @ \$100.00/sample	\$ 400.00
Task 1 Subtotal		\$ 6,341.00

Task 2 - Additional Reporting and Project Management

<u>Code</u>	<u>Description of Services</u>	<u>Estimated Cost</u>
1525	Additional Reporting for Act 2 <u>Estimate:</u> Lump Sum @ \$2,200.00	\$ 2,200.00
Task 4 Subtotal		\$ 2,200.00
TOTAL COSTS TASKS 1 – 2		\$ 8,541.00

Actual work other than the previously stated scope of services will be on a best effort time and materials basis in accordance with our standard rates. Please note that these costs are valid for 60 days from the date of this change order. If additional work is required, ECS will contact you for verbal and written authorization prior to proceeding with the work.

SCHEDULE

Based on our present schedule, we can begin the field activities within three weeks of receiving your written authorization to proceed, pending subcontractor availability. The initial fieldwork will require one. Laboratory analytical results will be available within two weeks of receipt of samples by the laboratory. We will provide you with verbal results as soon as they are available. The analytical results will be included in the Act 2 Report. Please note that we cannot begin our field activities until we receive your written authorization.


If areas of the property cannot be observed due to inaccessibility or unsafe conditions beyond the control of ECS, ECS will wait until such time either that the area is accessible or the unsafe conditions are corrected. If ECS must make additional visits to the site, a change order will be provided for our additional fees.

If other items are required because of unexpected field conditions encountered in our fieldwork, or because of a request for additional services, they would be invoiced as an agreed-to lump sum fee or in accordance with the ECS Fee Schedule (available upon request) in effect at the time of the service. Before expanding our scope of service that increases our fee, you would be informed of our intentions for both your review and authorization.

This letter is the agreement for our services. Your acceptance of this change order may be indicated by signing and returning to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project. If you have any questions or comments concerning the contents of the enclosed documents or other related topics, please feel free to contact us.

Respectfully submitted,

ECS Mid-Atlantic, LLC



Kay Linnell, PG
Principal Geologist



Ryan Croyle, REM
Principal/Vice President

Enclosures: Proposal Acceptance Page
General Conditions of Service

CHANGE ORDER ACCEPTANCE

Project No.: 47-11770-A
Scope of Work: Change Order 3 - Additional Soil Characterization
Location: McGinness Innovation Park
1020 Manor Street
Columbia Borough, Lancaster County, Pennsylvania 17512

Client Signature: _____ Date: _____

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

BILLING INFORMATION

(Please Print or Type)

Name of Client: _____

Name of Contact Person: _____

Telephone No. of Contact Person: _____

E-mail Address of Contact Person: _____

Party Responsible for Payment: _____

Company Name: _____

Person/Title _____

Department: _____

Billing Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Client Project/Account Number _____

Special Conditions for Invoice _____

Submittal and Approval _____

ECS MID-ATLANTIC, LLC TERMS AND CONDITIONS OF SERVICE

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

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

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

11.0 OWNERSHIP OF DOCUMENTS

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

12.0 SAFETY

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

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount

shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

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

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1 **CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.**
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$40,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

- 19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors

- or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- 19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**
- 20.0 CONSEQUENTIAL DAMAGES**
- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.
- 21.0 SOURCES OF RECOVERY**
- 21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 22.0 THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.
- 23.0 DISPUTE RESOLUTION**
- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.
- 24.0 CURING A BREACH**
- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.
- 25.0 TERMINATION**
- 25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.
- 27.0 ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.
- 28.0 SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- 29.0 SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.
- 30.0 TITLES; ENTIRE AGREEMENT**
- 30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.
- 30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE23: 11/14/23

DEPARTMENT: Police Department

TITLE: Code 3 EMS 2023 Santa Parade

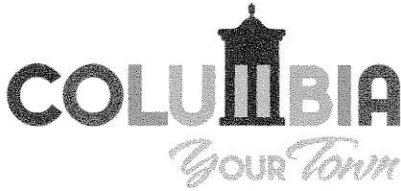
BACKGROUND AND JUSTIFICATION: This is an annual event which has been very successful over past years. The organizer, Steve Henry, together with Code 3 EMS are working together to make the parade a success.

MOTION: Move to approve an Event Request, dated 11/9/23, for Code 3 EMS to host the annual Santa Parade on Saturday, November 25, 2023, beginning at 8:30am. The parade will begin at the Columbia Fire Department on Manor Street, continuing to 4th Street to Union Street to 3rd Street and from 3rd Street to Locust Street, ending at 3rd and Locust Streets. This approval is contingent upon submission of the required Certificate of Insurance, payment of the \$25.00 application fee and payment of the \$10.00 late submission fee (application submitted within 59 days of the event date).

ATTACHMENT(S):

- Event Request

NOTES: This approval is contingent upon submission of the required Certificate of Insurance, payment of the \$25.00 application fee and payment of the \$10.00 late submission fee (application submitted within 59 days of the event date).



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: 11/9/23

Organization Name: Code 3 EMS Representative Name: Steven Henry, Jr.
 Address: 520 Union St Columbia Pa Phone #: (717) 278-8732 Email: steve@code3ems.cc

Name of Event: Annual Santa Parade

Describe Event Activities: Fire, EMS and Police Escost Santa Claus to Columbia

Event Date(s) 11/25/2023 / (Rain Date) N/A Time of Event 8:30 start Times (Including Setup/Tear Down) Santa arrives @ Hinkles by 9:00 AM

Anticipated Attendance: Unk Are you charging a fee to participate? No 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): Manor St from 4th St to Union St and
_____ from 2nd St to Locust St and ends at Hinkle's 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: Steven Henry [Signature]
(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: 11/14/2023

DEPARTMENT: Police

TITLE: Sergeant and Corporal Promotions

BACKGROUND AND JUSTIFICATION: The Columbia Borough Police Department has a rank structure of patrol officer, detective, corporal, sergeant, and chief of police. Ranking officers (corporal, sergeant, and chief) are supervisory staff who are responsible for oversight and ensure that the Department’s mission to partner with the community to prevent crime, preserve peace and enforce the laws with exemplary service is followed. The current Department staff consists of mainly senior officers, some of which possess rank and plan to retire in the coming years. Two ranking officers are currently in the DROP Retirement Program and may separate from the Department in 2-3 years, if not sooner. Succession planning ensures continuity of leadership and helps to provide the skills, knowledge, and ability to command staff. It remains critical to the operation to prepare the next generation of officers to take over leadership of the Department.

In recent Civil Service testing, Corporals Holly Arndt and Dave Souders scored the highest in the Sergeant promotional process. It is the recommendation of the Chief of Police to promote both Corporals to the rank of Sergeant. Sergeant promotions would result in vacancies at the Corporal rank. It is the recommendation of the Chief of Police to promote both Officers Andrew Snyder and Brent Keyser to the rank of Corporal. Both Officer Snyder and Officer Keyser are the two remaining Corporal candidates on the Civil Service eligibility list.

MOTION: Promote Corporals Holly Arndt and Dave Souders to the rank of Sergeant. Promote Officers Andrew Snyder and Brent Keyser to the rank of Corporal.

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Operating Expense (F01)					0
Capital Expense (F18)	0	0	0	0	0
Capital Expense ARPA (F21)	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	FY23 Budget	Current Balance	Agenda Expenditure	Balance

C. Legal Review:

ATTACHMENT(S):

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**BOROUGH OF COLUMBIA, LANCASTER COUNTY,
PENNSYLVANIA**

RESOLUTION NO. 2023 - 31

A RESOLUTION OF BOROUGH COUNCIL OF THE BOROUGH OF COLUMBIA APPOINTING TODD CANFIELD TO THE COLUMBIA BOROUGH PARKS AND RECREATION ADVISORY BOARD.

WHEREAS, Columbia Borough has established a Parks and Recreation Advisory Board for purposes of assisting the Borough with decisions with regard to operating the Borough of Columbia's parks and recreation places, all in conformity with the authority granted to Borough Council to operate such parks and places under Pennsylvania law; and

WHEREAS, Borough Council has the authority to appoint members to this Commission; and

WHEREAS, in accordance with Chapter 47 of the Code of Ordinances of the Borough of Columbia, the Commission shall consist of no more than seven members.

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Columbia hereby appoints Todd Canfield to the Parks and Recreation Advisory Board for a four-year term beginning on November 15, 2023 and concluding on December 31, 2027.

RESOLVED AND ADOPTED this 14th day of November 2023 by the Borough of Columbia Borough Council.

ATTEST:

Columbia Borough Council

Mark E. Stivers
Borough Manager and Secretary/Treasurer

Heather Zink
Borough Council President



Borough of Columbia Volunteer Application

10-20-2023

Date of Application

Columbia residents are invited to volunteer on one of the borough's many boards, committees, and commissions. It's a great way to meet people AND help the community at the same time!

Columbia Borough would not be the unique, creative, and historic town it is without our volunteer board and commission members.

PLEASE PRINT OR WRITE LEGIBLY

Name: Todd A. Canfield

Street Address: 164 Franklin Road, Columbia, PA 17512

Mailing Address (if different): same Years at this Address: 3

City: Columbia State: PA Zip: 17512

Phone (daytime): 484-802-5012 Email: tacanfield74@gmail.com

Place of Employment: Landis Homes Occupation: Wellness Manager

What Board, Committee, or Commission are you interested in serving on? (Check all that apply):

<input type="checkbox"/>	Civil Service Commission	<input type="checkbox"/>	Planning Commission
<input type="checkbox"/>	Columbia Land Bank Advisory Committee	<input type="checkbox"/>	Police Pension Board
<input type="checkbox"/>	Columbia River Park Advisory Committee	<input type="checkbox"/>	Shade Tree Commission
<input type="checkbox"/>	Historic Architecture Review Board (HARB)	<input type="checkbox"/>	Zoning Hearing Board
<input checked="" type="checkbox"/>	Parks and Recreation Advisory Board	<input type="checkbox"/>	Vacancy Board
<input type="checkbox"/>	Other:		

In your opinion, what is the role of the board, committee or commission for which you are applying?

To enhance and create opportunities for community members to be physically active.
(mind, body and spirit)

What are your interests and passions?

I have built a career in wellness. I love nature and being outdoors.

Have you served in any other volunteer roles in the community? (e.g. youth organizations, church, etc.) Please list.

I'm a board member of my church. I serve on the 3E task force.

What skills, abilities, or other characteristics do you have that will help the Board successfully achieve its purpose?

I feel as though God is calling me to help start a Community Rec Center in Columbia.

Have you served previously on any other Columbia Borough Board, Authority, Committee, or Commission in any other capacity? If yes, please list the position and date(s) of service.

3E Task Force (current member)

Do you have any water/sewer bills, property taxes, codes violations, or fines which are delinquent for 6 months or longer? If yes, please list and provide explanation.

No

Have you ever been convicted of a felony?

No

I verify that the statements made in this application are true and correct. I understand that any false statements herein are made subject to penalties of 18 PA.C.S. 4904, relating to unsworn falsification of authorities. I consent to and authorize, without reservation, the Borough of Columbia to obtain information relating to my law enforcement record, convictions for other than Summary Offenses, my tax payment record (including all applicable taxes payable to Columbia Borough). Convictions or tax delinquencies will not automatically disqualify the applicant. I authorize each applicable agency to which this form is presented to release any results, upon request of the Borough of Columbia, as described above. Copies of this consent that show my signature are as valid as the original signed by me. This consent is valid until the termination of my application process or my affiliation with the Columbia Borough, whichever is later.

I hereby irrevocably release and discharge each agency to which this form is presented and such agency's representatives and agents from any and all liability of any nature whatsoever in any way arising from or relating to disclosure of information of any nature about me and I further agree to indemnify and hold harmless each such agency from any and all loss, cost, damage, expense, or liability of any nature (including, but not limited to, attorney fees and criminal penalties) incurred by such agency or its representatives and agents in association with, or as a result of disclosure of information about, me. I further agree each agency to which this form is presented and such agency's representatives and agents are third-party beneficiaries with direct standing to enforce the release and indemnification provisions set forth herein.

Godd A. Confield
Signature of applicant:

10/20/2023

Date:

I would love the opportunity to help improve the health of community members and in the process, enhance the borough's appeal.

From: [Sean Krumpe](#)
To: [Mark Stivers](#); [Heather Zink](#); [Kathleen Hohenadel](#); [Leo Lutz](#); [Charles Leader](#); [Eric Kauffman](#); [Paula Diffenderfer](#); [Sharon Lintner](#)
Cc: [Steven Kaufhold](#); [Justin M. Eby](#)
Subject: 236-238 South Fifth Street
Date: Thursday, October 26, 2023 10:08:53 AM
Attachments: [image.png](#)
[Outlook-5kbl0hf.png](#)

Good morning Columbia Land Bank Committee,

Recently, I was contacted by the owner of the two cleared lots directly adjacent to the old Schoolhouse property on South Fifth Street. They indicated that they were potentially interested in selling, so we coordinated and completed an appraisal of the lots and were provided with a price in which we feel the owner could potentially be interested. To be clear, at this time our intention for these lots would not be to build structures for any use, but to demonstrate to Mt. Zion AME Church that we are looking to build a relationship in good faith to improve the Schoolhouse building. If these lots were successfully acquired by the Land Bank, we would reach out and connect the Church with grant funding opportunities specifically set aside for such projects, assist in the planning process for rehabilitation if they are interested, and help to move forward with a rehabilitation project for the property. To help ensure they are comfortable working with us in the project, they would maintain ownership of their building throughout the rehabilitation. We will prioritize their input as to the property's potential end use, but we feel that its historical value and open design could make for an excellent community center space. While that rehabilitation would be moving forward, we would also work to make minor improvements to the adjacent lots, to be used as seen fit in the overall project (perhaps as a small garden space or something similar). After both projects are completed as laid out in the planning process, our intention would be to convey the improved lots to the Church.

All in all, we feel that the current work being completed by Habitat, and the potential project on the 100 block of South Fifth Street demonstrates that Columbia Borough and the Land Bank are truly dedicated to making improvements to the community. The prominence of the Schoolhouse in the community would make for an excellent next step in improving South Fifth Street and the surrounding community as a whole. Therefore, we request that Borough Council and the School Board bring forth these properties for acquisition approval through the Land Bank. Here is an image from the street of the two lots:



Please let me know if you have any questions.

Sean Krumpe
Acquisition and Rehabilitation Program Coordinator



Phone: 717.394.0793 x232

Email: skrumpe@lchra.com

28 Penn Square, Suite 200 | Lancaster, PA 17603

Visit: www.lchra.com

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

BOROUGH OF COLUMBIA, LANCASTER COUNTY, PENNSYLVANIA

RESOLUTION NO. 2023 – 32

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF COLUMBIA, LANCASTER, PENNSYLVANIA AUTHORIZING THE LANCASTER COUNTY LAND BANK AUTHORITY TO ACCEPT PROPERTIES LOCATED AT 236 AND 238 SOUTH FIFTH STREET INTO THE COLUMBIA LAND BANK PROGRAM.

WHEREAS, on January 10, 2017, the Borough entered into an Intergovernmental Cooperation Agreement specifying terms for operation of the Lancaster County Land Bank Authority within the borough, and

WHEREAS, the Agreement requires that the Borough and School District approve the inclusion of specific properties in the Land Bank program, and

NOW, THEREFORE, BE IT RESOLVED that the properties located at 236 and 238 South Fifth Street (Account numbers 1104149700000 and 1104438500000 respectively) in the Borough of Columbia is approved for acquisition by the Lancaster County Land Bank Authority.

RESOLVED AND ADOPTED, by the Borough of Columbia in lawful session duly assembled on the 14th day of November 2023.

ATTEST:

Columbia Borough Council

Mark E Stivers
Borough Manager and Secretary/Treasurer

Heather M. Zink
Borough Council President

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: 11/14/2023

DEPARTMENT: Administration

TITLE: Quote from TCW-GAV to upgrade the Audio/Visual equipment in the Council Room

BACKGROUND AND JUSTIFICATION: In talking to other municipalities to see what systems they have, TCW-Glick Audio & Video is one that several local municipalities have and are using. After talking to and going to see the installation at several locations, Staff felt confident that GAV will provide a quality and appropriate product and service to meet our needs. TCW-GAV is a COSTARS approved company.

TCW-GAV confirmed that they will honor this quote (expires 11/10/2023).

MOTION: Motion to authorize the Borough Manager to contract with TCW-GAV to install new A/V equipment in the Council Room.

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Operating Expense (F01)	0	0	0	0	0
Capital Expense (F18)	0	0	0	0	0
Capital Expense ARPA (F21)	\$21,000	0	0	0	0
Capital Expense (F30)	0	0	0	0	0
Liquid Fuels Exp. (F35)	0	0	0	0	0
External Revenues (Grants)	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0

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

This is an unbudget item.

ATTACHMENT(S):

- TCW-GAV Quote

Prepared for:
Columbia Borough
308 Locust Street
Columbia, PA 17512 U.S.A.

Contact: Mark Stivers

Description: Meeting Room AV and VC Upgrades

Quantity	Description
----------	-------------

Equipment

- 1 Total Control DSP with 600W 70V And Low-Z Amplifier
- 1 Total Control 10" Touch Screen
- 1 Total Control System Controller
- 1 AVer Full-HD USB3.0 PTZ Camera w/ 18x Zoom (12x Optical) RTSP/RTMP, IP, PoE+, RS232
- 2 JBL 8 Input, 2 Output, Preamp Mixer with VOX Ducking
- 1 AVPro Edge 18Gbps True 4K60 (4:4:4) 4x2 Matrix & Auto Switch/AVR Bypass
- 1 AVPro Edge 4K HDMI via HDBaseT 70m Extender Kit w/Bi-Directional Power
- 1.00 Portable Monitor for Laptop, 15.6 Inch FHD 1080P IPS
- 1 Netgear 8-Port Gigabit Ethernet Unmanaged PoE Switch with 8 x PoE+ @ 123W
- 1 TP-Link Archer C7 Dual Band AC1750 Gigabit Router
- 1 Focusrite Scarlett Solo 2x2 USB Audio Interface (3rd Generation)
- 7 Sense Condenser Gooseneck Microphone
- 7 Sense Universal XLR Desktop Microphone Base
- 1.00 Dell D3100 Docking Station

Equipment Subtotal **\$14,890.00**

Materials

- 2.00 Small Device Mount
- 1 Fixed Rack Shelf 1U
- 4 Metal Rack Blank Panel 2U (Black)
- 1 Vaddio USB 3.0 Optical Cable Type B to A Extender 20M
- 1 15M Fiber Optic HDMI Cable
- 400 Cat 6 550MHz Unshielded BLACK
- 2 1M Locking HDMI Cable - High Speed with Ethernet

Quote

No.: **35574**

Date: **8/2/2023**

Quantity	Description
15	Binary 3P XLR Female to Male 2 ft
1	Binary USB 3.0 A (Male) to B (Male) 2m (6.5 ft)
1	1/4" to RCA MM Cable - 5 foot
1.00	Mini HDMI to HDMI, 6FT Cable
2.00	Stero RCA to Bare Wire 6'
1.00	XLR to 1/4" 25FT
1	Tripplite Super7 Surge Protector
1.00	Misc. Install Materials
Materials Subtotal	
	\$1,910.00

Labor	
1.00	GAV - Project Labor
Labor Subtotal	
	\$4,200.00

COSTARS Contract #034-E22-177

Subtotal:
\$21,000.00

Total Amount:

\$21,000.00

Comments: COSTARS Contract #034-E22-177

Quoted by: Mark Heisey, mheisey@tcw-gav.com

Accepted by: _____ **Date:** _____

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: 11/14/23

DEPARTMENT: Police

TITLE: Hiring of Josy Leshar as Part-time Crossing Guard

BACKGROUND AND JUSTIFICATION: The Columbia Borough Police Department has multiple crossing guard vacancies. There has been a shortage of qualified candidates requiring Police Officers to cover vacancies. The cost of the crossing guard is shared by the Columbia Borough School District and Columbia Borough.

MOTION: To consider approval hiring Josy Leshar as a part-time (10-20 hours per week) Crossing Guard for the Columbia Borough Police Department beginning at the Non-Uniform 2022 Contract rate of \$17.00 per hour and contingent upon successful completion of the required background check, medical exam, and drug screening.

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Operating Expense (F01)	\$2,890	\$3,400	0	0	0
Capital Expense (F18)	0	0	0	0	0
Capital Expense ARPA (F21)	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	FY23 Budget	Current Balance	Agenda Expenditure	Balance

C. Legal Review:

ATTACHMENT(S):

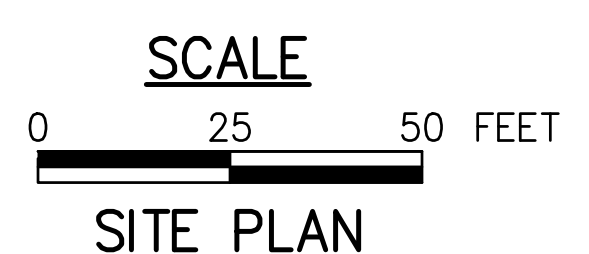
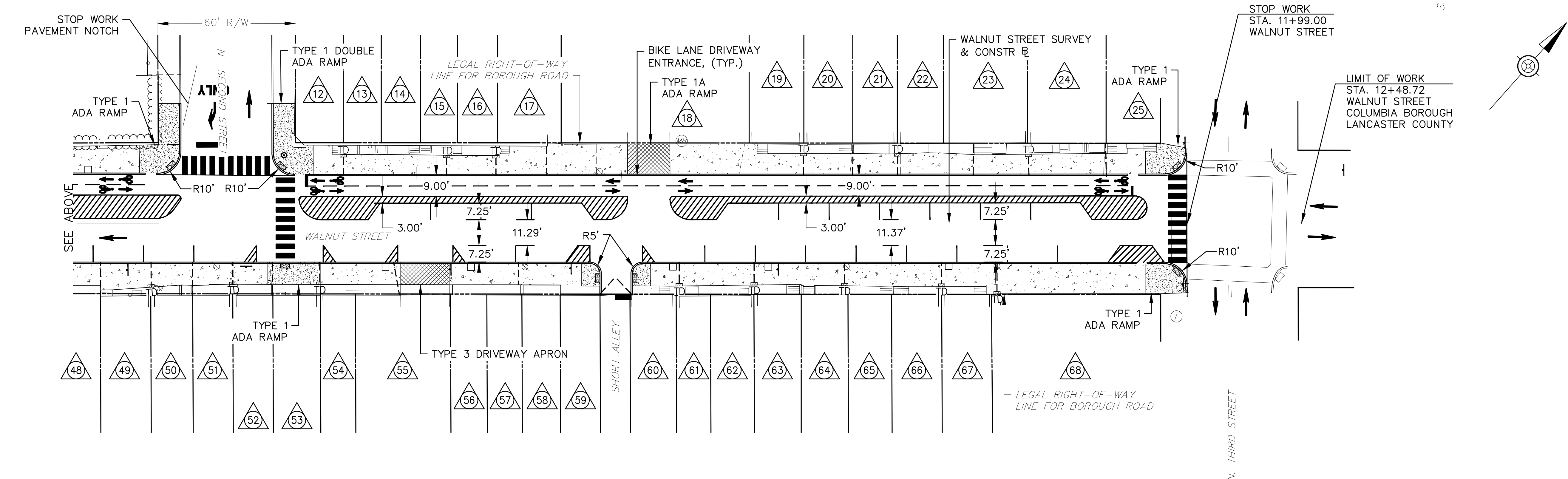
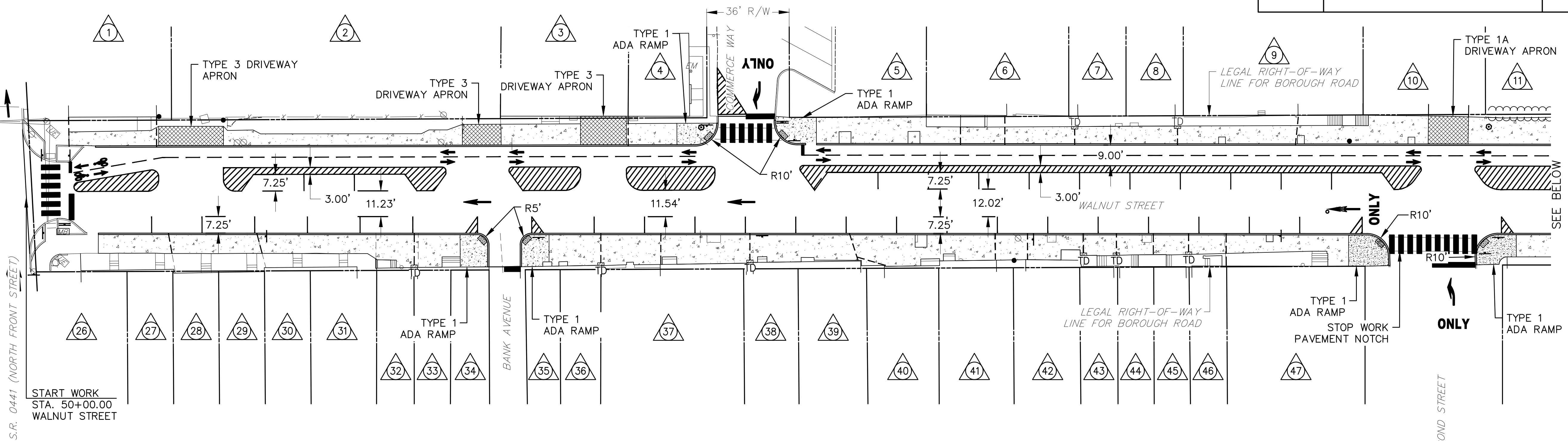
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BM #1 ELEV = 294.99'
 STA 11+77.98, 21.54' RT, (WALNUT STREET)
 <DESCRIPTION>

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
8-0	LANCASTER	0000	DFA	9 OF 11
COLUMBIA BOROUGH				
REVISION NUMBER	REVISIONS			DATE BY

STA. 0+36.66
 SEG. 0072/ OFF. 0999
 S.R. 0441
 COLUMBIA BOROUGH
 LANCASTER COUNTY

LIMIT OF WORK
 STA. 0+00.00
 WALNUT STREET
 COLUMBIA BOROUGH
 LANCASTER COUNTY



NOTE:
 INFORMATION CONCERNING UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE COMPLETE OR ACCURATE. CONTRACTOR IS RESPONSIBLE TO CONTACT ALL UTILITY OWNERS, AND TO DETERMINE THE LOCATION OF ALL UNDERGROUND UTILITIES, PRIOR TO EXCAVATION BY USE OF POWER-OPERATED EQUIPMENT.

FOR PROFILE SEE SHEET 10 & 11

\\sdp\projects\projects\3801143500\dwg\3801143500_Design.dwg, 11/9/2023 11:31:00 AM

Qualified PR Agency Options

1

GAVIN

www.evolving-influence.com

717-848-8155
Harrisburg, PA
\$205/hour

- Our local government PR specialists.
- Has experience with the Borough.

4

Anne Marie Swinehart

www.augustpublicrelations.com

717-575-6541
Lancaster, PA
\$100/hour

- Works on her own with 25 years experience.
- Would be a first step to PR engagement and would help organize a team should more resources be needed.
- No retainers.

2

Furia Rubel

www.furiarubel.com

215-340-0480
Philadelphia, PA
\$650/hour

- Very high-level PR capabilities.
- Experience in national Public Relations.

5

PRworks

www.prworksinc.com

717-480-4900
Harrisburg, PA
\$165/hour

- 27 years experience.
- Diverse skill sets beyond PR with a 2-person team.
- Award winning agency.

3

BellevuePR

www.bellevuepr.com

215.735.5960
Harrisburg, PA
\$550/hour (Crisis)

\$250/hour (Regular)

- 24 years municipal experience.
- Specialty is crisis.
- Former lawyer, and reporter with politics backgrounds.
- Handled PR for Gov. Rendell.

LANCASTER AREA SEWER AUTHORITY

MINUTES OF REGULAR MEETING

September 28, 2023

The Regular Board Meeting of the Lancaster Area Sewer Authority was held on September 28, 2023, at 130 Centerville Road, Lancaster, Pennsylvania.

The following Board members were present in person: Barry Smith, Nick Sahd, Tom Huber, and Ed Fisher. Board member Bill Laudien was present via Zoom. Others present in person were Rob Linthicum of RK&K, Mike Schober of ARRO Consulting, Matt Crow and Mark Bottin of Hazen and Sawyer. Kevin Moore with Barley Snyder was present via Zoom. LASA staff present in person included Kristin Green, Donna Nichols, Mike Kyle, Mike Lehman, Scot Fertich, Don DeClementi, Brian Wilcox, and John Vilga.

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

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

Mr. Smith asked for approval of the minutes of the regular meeting of August 24, 2023. Mr. Fisher moved to approve the minutes of the meeting of August 24, 2023, and the disposition of the recordings of the meeting of August 24, 2023, in accordance with the Resolution passed April 27, 2023. Mr. Sahd seconded the motion, and the Board unanimously approved.

Mr. Kyle, Executive Director of the Authority recommended the intent to award the general construction contract for the Cocalico pump station upgrade and expansion. Mr. Sahd moved to approve the intent to award the general construction contract for the Cocalico pump station upgrade and expansion to PSI at a total cost of \$682,381.00, final award conditioned on review and receipt of all required items. Mr. Huber seconded the motion, and the Board unanimously approved.

Mr. Kyle recommended intent to award the HVAC construction contract for the Cocalico pump station upgrade and expansion. Mr. Sahd moved to approve the intent to award the HVAC

construction contract for the Cocalico pump station upgrade and expansion to PSI at a total cost of \$30,410.00, final award conditioned on review and receipt of all required items. Mr. Fisher seconded the motion, and the Board unanimously approved.

Mr. Kyle recommended the intent to award the electrical construction contract for the Cocalico pump station upgrade and expansion. Mr. Sahd moved to approve intent to award the electrical construction contract for the Cocalico pump station upgrade and expansion to A.N. Lynch at a total cost of \$158,000.00, final award conditioned on review and receipt of all required items. Mr. Huber seconded the motion, and the Board unanimously approved.

Mr. Kyle recommended award of the contract for design and permitting professional services for stream diversion. Mr. Huber moved to award the contract for design and permitting professional services for stream diversion to Land Studies at an hourly rate, with a total not-to-exceed cost of \$46,700.00 plus the possibility of contingent items including wetland delineation and report at a cost not-to-exceed \$2,500.00 and stormwater management plan at a cost not-to-exceed \$18,000.00, for a potential total cost of \$67,200.00.

Mr. Kyle recommended adoption of Resolution 23-09-001, sewer rental rates and bulk discharger rates. Mr. Huber moved to adopt Resolution 23-09-001, sewer rental rates and bulk discharger rates, effective January 1, 2024. Mr. Sahd seconded the motion, the Board unanimously approved.

Mr. Kyle recommended adoption of Resolution 23-09-002, strength of waste surcharge. Mr. Fisher moved to adopt Resolution 23-09-002, strength of waste surcharge, effective September 28, 2023. Mr. Huber seconded the motion, and the Board unanimously approved.

Mr. Kyle recommended approval of \$282,271.00 as the budgeted minimum municipal obligation for LASA's pension contribution. Mr. Sahd moved to approve \$282,271.00 as the budgeted minimum municipal obligation for LASA's pension contribution by December 31, 2024. Mr. Fisher seconded the motion, and the Board unanimously approved.

Mr. Smith moved to the Finance Committee report. Mr. Huber's report was presented in the form of a motion. The following invoices have been reviewed and submitted for approval including Operating Expenses for September 2023 in the amount of \$943,618.81; Revenue Fund Requisition #792 in the amount of \$1,130,000.00; Bond Redemption & Improvement Fund Requisitions/Invoices #2141-1A through 2141-5G in the amount of \$227,396.43; Capital Asset Replacement Fund Requisitions/Invoices #246-1A through #246-5I in the amount of \$658,024.04, for a grand total in payments of \$2,015,420.47. Mr. Sahd seconded the motion, the Board unanimously approved.

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

Mr. Smith asked if there was anything to report from the Public Relations Committee. Mr. Kyle congratulated Mr. Huber on receiving his Sahli Service Award from the Pennsylvania Municipal Authorities Association recognizing 20 years of service to a municipal authority.

Mr. Smith asked if there was anything to report from the Pension Committee. Mr. Lehman reported that as of September 27, 2023, the total market value of the LASA pension fund was \$11.5 Million with an estimated actuarial accrued liability of \$15.9 Million, while its funding stands at 72.4% of the estimated actuarial accrued liability.

Mr. Smith asked if there was anything to report from the Personnel Committee and there was none.

Mr. Smith moved to the Executive Director's Report. Mr. Kyle announced that the final step was completed for the filing of continuing disclosure documents.

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

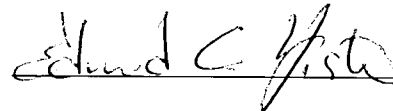
Mr. Smith called for Old Business and there was none.

Mr. Smith moved to the Chairman of the Authority report and there was none.

At 7:41 a.m. Mr. Smith announced there would be a break for an Executive Session on a personnel matter and pending litigation. The Executive Session ended at 8:36 a.m., at which time Mr. Smith called the regular meeting back to order.

Mr. Smith announced that the next regular Board meeting is October 26, 2023, at 7:30 a.m. at 130 Centerville Road, Lancaster, PA 17603 or via Zoom.

Mr. Smith called for a motion to adjourn. Mr. Huber moved to adjourn, Mr. Sahd seconded the motion, the Board unanimously approved, and the meeting was adjourned at 8:37 a.m.

A handwritten signature in black ink, appearing to read "Edward C. Fisher". The signature is written in a cursive style with a horizontal line underneath the name.

Edward C. Fisher, Secretary