



LEO S. LUTZ
Mayor

EVAN M. GABEL
Solicitor

HEATHER ZINK
Borough Council President

MARK E. STIVERS
Borough Manager

COLUMBIA BOROUGH COUNCIL – REGULAR MEETING

Paul W. Myers Council Chamber, 308 Locust Street, Columbia PA 17512

June 25, 2024 - 7:00 PM

FINAL AGENDA

NOTE: This meeting will be livestreamed on the [Borough's YouTube Channel](#).

1. Call to Order and Roll Call
2. Invocation/Moment of Silence
3. Pledge to the Flag
4. Announcement of Executive Session(s) - June 11, 2024, to discuss a personnel matter
5. Additions, deletions, and reorganization of agenda
 - a. Consider approval of Agenda
6. Citizen Comments (Non - Agenda Items Only – 5 Minute time limit per person)

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

7. Minutes for Approval
 - a. Consider approval of the Borough Council Meeting Minutes for June 11, 2024
8. Presentation and Acceptance of Reports
 - a. Community Development – Eric Kauffman
 - I) Acknowledge receipt of the Zoning and Planning Report for May 2024
 - b. Finance - Heather Zink
 - I) Acknowledge receipt of the finance report for May 2024
 - c. Safety/Marketing – Todd Burgard
 - I) Acknowledge receipt of the Public Safety Reports for May 2024 Columbia Borough Police Department for May 2024 Columbia Borough Fire Department for May 2024 Columbia EMOC Report for May 2024, EMS Report for May
 - II) Acknowledge receipt of the Codes Compliance Report and Condemnation Report for May 2024
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. Public Hearing
 - a. Discuss Comcast franchise agreement
12. Action Items:
 - a. Consider resolution 2024-24 to approve Comcast franchise agreement
 - b. HARB



- I) Consider Certificate of Appropriateness (COA) for 137 Locust Street for the replacement of front door and the replacement of wood panels for glass side panels
 - II) Consider Certificate of Appropriateness (COA) for 170 S 5th Street for the repairs and replacement of windows and siding
 - III) Consider Certificate of Appropriateness (COA) for 318 Walnut Street for the repairs and replacement of exterior steps and add a landing
 - c. Consider awarding the 2024 Curb Ramp Replacement project to the lowest bidder, Reamstown Excavating, Inc., for their bid in the amount of \$74, 500.00
 - d. Authorization to pay bills
13. Introduction New Business:
- a. Consider Special Event application for the Columbia Merchant's Association Mac and Cheese Festival on Saturday September 28, 2024, from 4:00 PM to 10:00 PM contingent upon receipt of the required Certificate of Insurance
 - b. Consider Payment in Lieu of Taxes (PILOT) agreement for 309 Locust Street
 - c. Consider Payment in Lieu of Taxes (PILOT) agreement for 315 Locust Street
 - d. Consider engaging Scott Fiore to act as consultant for the purpose of recruiting a Borough Manager
14. Staff Reports, Comments, and Announcements
- a. Solicitor
 - b. Secretary/Treasurer
 - c. Boards, Commissions and Committees
 - I) Upcoming Meetings: Zoning Hearing Board June 26, 2024
 - II) Minutes: Planning Commission 04.16.2024, HARB 05.08.2024, Civil Service 05.14.2024, Planning Commission 05.21.2024, Planning Commission Workshop 05.21.2024, Shade Tree 04.22.2024
15. Borough Council Comments
- a. Council Members
16. Announcement of Next Meeting. On July 2, 2024, Borough Council will hold an Executive Session at 6:00PM prior to the Workshop at 7:00PM.
17. Adjournment to Executive Session to discuss a personnel matter

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

Paul W. Myers Council Chambers

June 11, 2024 - 7:00 PM

MINUTES

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

Councilpersons present: Burgard, Fisher, Kauffman, Murphy, Price, Stahl, and Zink.

Mayor Lutz arrived at 7:20 PM.

Staff Present: Borough Manager Stivers, Police Chief Brommer, Public Works Manager Graham, Market Manager Vera, Facility Service Coordinator Affeld, Engineer Rinaldo, and Solicitor Gabel were also present.

2. A moment of silence was observed, and an invocation was given by Pastor List of the Columbia Church of God.

3. Councilperson Fisher led the pledge to the flag.

4. Announcement of Executive and Information Session.

a. Exit to Executive Session to discuss a personnel Issue at 7:02 PM, returned at 7:27 PM.

5. Additions, deletions, and reorganization of agenda.

a. Motion to approve the reorganized agenda, items 12e and 12f added to agenda following Executive Session.

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

6. Citizen Comments Non-Agenda Items Only

- Sharon Lintner has comments to make, but they are in reference to the May minutes, so she will wait until we get to that point in the agenda to comment.
- Frank Doutrich questioned Borough Manager Stivers position at the borough regarding a rumor.

7. Minutes for Approval

a. Motion to approve the Borough Council meeting minutes for April 2, 2024.

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

b. Motion to approve the Borough Council meeting minutes for May 7, 2024, with correction to 6A, Sharon responded “alright and moved on to comment on the homelessness in Columbia”.

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

c. Motion to approve the Borough Council meeting minutes for June 4, 2024.

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

8. Presentation & Acceptance of Reports

a. Community Development – Eric Kauffman

l) Acknowledge receipt of the Columbia Market House Report for May 2024.

Councilperson Fisher asked why there were leases being signed and released. Market Manager Vera responded.

b. Legislation – Kelly Murphy

- l) Acknowledge receipt of the Active Legislation report for June 2024. Councilperson Fisher has questioned the nuisances’ section of the report. Councilperson Murphy and Solicitor Gabel responded.

c. Public Works & Property – Peter Stahl

- l) Acknowledge receipt of the Public Works & Property Report for May 2024. CDBG project is moving along nicely. Compost vouchers can be purchased at the office, it is free if you load it yourself.

9. Presentations

10. Mayor Lutz/Chief Brommer

- 1. Ms. Emma Green passed away at 106 years old.
- 2. The officers had a busy week.
- 3. Our 18th officer will be graduating from the academy, June 28, 2024.

11. Action Items

- a. Motion to Consider Resolution 2024-21 to clarify the term for Mary Wickenheiser to serve on the Borough Planning Commission.

Motion by:	Second by:	Voice Vote:
J. Price	K. Murphy	All Favored – Motion Carried

- b. Motion to Consider Resolution 2024-22 to clarify the term for Nathan Roach to serve on the Borough Planning Commission.

Motion by:	Second by:	Voice Vote:
K. Murphy	P. Stahl	All Favored – Motion Carried

- c. Motion to Consider Resolution 2024-23 to authorize staff to sell a vehicle by auction.

Motion by:	Second by:	Voice Vote:
P. Stahl	K. Murphy	All Favored – Motion Carried

- d. Motion to authorize staff and Borough Attorney to advertise an ordinance to amend Chapter 220 Zoning to amend the table of uses and dimensional requirements for the Light Business District.

Motion by:	Second by:	Voice Vote:
K. Murphy	E. Kauffman	All Favored – Motion Carried

- e. Motion to authorize staff and Borough Attorney to advertise an ordinance to amend Chapter 220 Zoning to amend the Official Zoning Map to amend the boundary of the Conservation Zone to include additional lands located on the Borough owned property located between Plane Street and S Thirteenth Street.

Motion by:	Second by:	Voice Vote:
K. Murphy	J. Price	All Favored – Motion Carried

- f. Motion to authorize staff and Borough Attorney to advertise an ordinance establishing new regulations relating to the construction and maintenance of curbs and sidewalks in the Borough.

Motion by:	Second by:	Voice Vote:
P. Stahl	K. Murphy	All Favored – Motion Carried

- g. Motion to authorize staff and the Borough engineer to execute a contract with Land Studies for needed maintenance for the Shawnee Run stream corridor.

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

- h. Motion to authorize staff to pay bills.

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

12. Introduction New Business

- a. Motion to approve staff to extend an offer of employment to Aaron Haun for the position of part time police officer.

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

- b. Motion to authorize staff to contract with ELA Group to develop the site plan for the McGinness Innovation Park.

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

- c. Motion to authorize staff and Borough Attorney to advertise an ordinance establishing a 66’ right-of-way on the 100 and 200 block of Walnut Street.

Motion by:	Second by:	Voice Vote:
P. Stahl	K. Murphy	All Favored – Motion Carried

- d. Motion to approve a special event application to allow a block party on the 900 Block of Chestnut Street on August 3, 2024, from 3:00 PM to 11:00 PM contingent upon receipt of the required Certificate of Insurance.

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

- e. Motion to acknowledge resignation of Borough Manager Stivers.

Motion by:	Second by:	Voice Vote:
E. Kauffman	K. Murphy	All Favored – Motion Carried

- f. Motion to authorize advertisement for Borough Manager position.

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

13. Staff Reports, Comments, and Announcements

- a. Solicitor Gabel –Lots of advertising for this week. There will be a hearing on the cable franchise agreement at the next meeting on June 25th.
- b. Borough Engineer Rinaldo – Good progress on Union Street project, it will wrap up in the next couple weeks. Bids for the ADA ramp, curb, sidewalk work will be ready for the next meeting, those bids open on the 19th of June. Met with Cornerstone, also met with ECS to start drafting the revision.
- c. Secretary/Treasurer – nothing
- d. Boards, Commissions and Committees

- I) Upcoming Meetings: HARB June 12, 2024, Parks and Recreation June 13, 2024, Planning Commission Workshop June 18, 2024, Planning Commission June 18, Shade Tree Commission June 24, 2024
- II) Minutes approved: None

14. Borough Council Comments

a. Council Members

Councilperson Burgard commented on Borough Manager’s resignation.

Council President Zink reminded everyone that Friday June 14th is Flag Day. At 3 PM, take a minute to pause and remember the flag and what it means to you.

15. Announcement of next meeting. At 7:00 PM on June 25, 2024, Council will hold a regular Council meeting.

16. Motion to adjourn at 8:52 PM.

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

MOTIONED AND APPROVED this 25th day of June 2024, 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 * May 2024

Year to Date	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Permit Types													
Building	2	5	8	15	13	0	0	0	0	0	0	0	43
Demolition	0	0	0	0	0	0	0	0	0	0	0	0	0
Dumpster	4	1	3	7	3	0	0	0	0	0	0	0	18
Road Occupancy	3	6	3	14	5	0	0	0	0	0	0	0	31
Zoning	7	5	5	22	14	0	0	0	0	0	0	0	53
ZHB	0	0	0	0	0	0	0	0	0	0	0	0	0
	16	17	19	58	35	0	0	0	0	0	0	0	145

Zoning Hearing Board

Upcoming Zoning Board Hearing on Wednesday, June 26, 2024, regarding 336 Poplar Street; requesting a Special Exception approval for change of use from one existing nonconforming use to another nonconforming use.

Planning Commission

Zoning Ordinance Text and Map Amendments. Reviewing STR ordinance and possible expansion.

HARB

*Applications for 170 S 5th, 318 Walnut and 137 Locust were reviewed and approved by the board. The recommendations will go to Borough Council at the June 25th meeting.

*Landmark SGA has been reviewing historic documents within the district.

Staff was informed that we have received a \$25,000 grant for 2024-2025 to develop educational materials.

Community Development Projects

Account Range: 01-301-001 to 35-395-001 Include Zero Activity Accounts: No
Current Date Range: 01/01/24 to 05/31/24 Year To Date As Of: 05/31/24

Account Id	Description	Adopted	Amended	YTD Revenue	% Realized
01-301-001	Transfer from Fund Balance	1,188,082.00	3,400.00	0.00	0.00
01-301-100	Property Taxes - Current Year	3,522,086.00	0.00	2,935,427.56	83.34
01-301-101	RET - Current Year, Uncollectable (5%)	176,104.00-	0.00	0.00	0.00
01-301-200	Property Taxes - Prior Year (Postmarked)	2,000.00	0.00	0.00	0.00
01-301-300	Property Taxes - Delinquent (LCTCB)	177,168.00	0.00	74,461.25	42.03
01-301-400	Property Taxes - K0Z Properties	5,196.00	0.00	411.84	7.93
01-310-100	Deed Transfer Tax (DTT) - 0.5%	238,959.00	0.00	76,547.75	32.03
01-310-210	Earned Income Tax (EIT) - 0.5%	1,188,100.00	0.00	592,080.86	49.83
01-310-430	Local Services Tax (LST) - \$52 per annum	150,889.00	0.00	61,619.23	40.84
01-321-310	Misc License (Pawn, Antique, Tattoo,.)	2,133.00	0.00	1,421.00	66.62
01-321-610	Peddler's License	240.00	0.00	210.00	87.50
01-321-800	Cable TV Franchise	141,664.00	0.00	131,292.80	92.68
01-321-900	Cell Tower (Verizon)	11,807.00	0.00	9,394.38	79.57
01-331-109	State Police & County Fines	5,686.00	0.00	1,738.45	30.57
01-331-112	Ordinance Violations-DJ-POLICE	84,001.00	0.00	34,315.24	40.85
01-331-115	Ordinance Violations-DJ-CODES	7,838.00	0.00	1,106.69	14.12
01-331-300	Parking Fines	142,149.00	0.00	49,485.00	34.81
01-341-100	Interest Income	10,000.00	0.00	7,904.52	79.05
01-342-200	137 S Front, Lease Proceeds	79,859.00	0.00	44,431.37	55.64

Account Id	Description	Adopted	Amended	YTD Revenue	% Realized
01-342-201	137 S Front, Tenant Exp Reimbursements	30,265.00	0.00	17,196.28	56.82
01-342-202	420,430,434,440 S Front St Lease	12,060.00	0.00	5,305.00	43.99
01-342-204	Market House-Stand Rentals	52,500.00	0.00	15,864.44	30.22
01-342-205	Market House - All Events	34,000.00	0.00	10,250.00	30.15
01-342-206	Market House - Community Kitchen	19,000.00	0.00	5,104.00	26.86
01-351-001	Act 205 Pension Subsidy	338,018.00	0.00	0.00	0.00
01-354-040	904 Recycling Grant Income	9,656.00	0.00	9,918.03	102.71
01-355-010	State Public Utility Realty Tax	4,671.00	0.00	0.00	0.00
01-355-080	Alcoholic Beverage Sales Licenses	3,500.00	0.00	2,850.00	81.43
01-355-990	Firemen's Relief Fund PA Subsidy	50,107.00	0.00	0.00	0.00
01-357-030	Police Department Grants	3,000.00	0.00	2,350.32	78.34
01-361-200	Tax Certifications & Copies	14,014.00	0.00	4,394.99	31.36
01-361-310	Subdivision/Land Development Fees	1,500.00	0.00	0.00	0.00
01-361-330	Building & Zoning Permits	65,407.00	0.00	18,609.84	28.45
01-361-340	Zoning Hearings	3,041.00	0.00	1,400.00	46.04
01-361-350	Municipal SW Maintenance Fund	1,500.00	0.00	288.00	19.20
01-361-510	Sale of Materials & Equipment	8,742.00	0.00	1,792.75	20.51
01-361-620	County Tax Collection Commission Revenue	4,080.00	0.00	11.35	0.28
01-362-100	Police Dept Misc Services & Refunds	27,216.00	0.00	2,492.99	9.16
01-362-110	Sale of Accident Reports	2,295.00	0.00	1,295.00	56.43

Account Id	Description	Adopted	Amended	YTD Revenue	% Realized
01-362-140	Crossing Guard Wage Reimbursement (CBSD)	23,756.00	0.00	10,092.47	42.48
01-362-160	Lanc. County Task Force, Reimbursement	82,400.00	0.00	53,547.98	64.99
01-362-170	LiveScan Revenue	7,000.00	0.00	193.37	2.76
01-362-200	Animal Control & Shelter Reimbursement	300.00	0.00	300.00	100.00
01-362-210	Alarm Use Permit	1,485.00	0.00	955.00	64.31
01-362-400	Code Dept Misc Services & Refunds	500.00	0.00	0.00	0.00
01-362-401	Rental Registration	91,200.00	0.00	2,100.00	2.30
01-362-402	Borough Rental & Event Revenue	15,750.00	0.00	855.00	5.43
01-362-423	Quick Ticket Revenue	37,537.00	0.00	18,425.00	49.08
01-362-424	Rental Inspections Revenue	75,112.00	0.00	5,950.00	7.92
01-362-425	Fire Inspections Revenue	9,338.00	0.00	400.00	4.28
01-362-426	Home Inspections Revenue	100.00	0.00	0.00	0.00
01-362-427	New Tenant Walkthrough Inspections	6,075.00	0.00	2,100.00	34.57
01-362-450	Certificate of Occupancy	150.00	0.00	0.00	0.00
01-362-460	Lien Recovery	4,646.00	0.00	0.00	0.00
01-362-470	Condemnation Revenue	9,750.00	0.00	1,000.00	10.26
01-362-480	Appeals Revenue	38.00	0.00	0.00	0.00
01-363-100	Street Opening Permits	27,409.00	0.00	7,767.70	28.34
01-363-210	Meter Receipts	82,853.00	0.00	30,344.60	36.62
01-363-220	Contractor Parking Permits	12,912.00	0.00	2,360.00	18.28

Account Id	Description	Adopted	Amended	YTD Revenue	% Realized
01-363-400	Yard Waste Revenue	108,898.00	0.00	23,795.00	21.85
01-363-500	Highway Dept Misc Services & Refunds	500.00	0.00	334.00	66.80
01-372-400	Electric Generation Revenue (LCSWMA)	50,016.00	0.00	20,840.00	41.67
01-380-001	Miscellaneous Revenue	5,000.00	0.00	3,026.90	60.54
01-380-002	Insurance Rebates, Refunds, & Reimburmnt	123,382.00	0.00	60,788.11	49.27
01-380-005	Police Misc Revenue (TRUIST Donations)	500.00	0.00	0.00	0.00
01-380-006	NonDepartmentalized Services & Refunds	500.00	0.00	444.38	88.88
01-380-007	Spring Cleanup Revenue	0.00	0.00	915.00	0.00
01-380-150	WWTP Sewage Revenue (A/R & Lien)	250.00	0.00	1,699.08	679.63
01-387-001	Contributions - Private Sources	500.00	0.00	0.00	0.00
01-387-002	Contributions - In Lieu of (ALL)	18,000.00	0.00	12,000.00	66.67
01-387-005	Employee Health Insurance Share (NonPol)	25,261.00	0.00	11,936.14	47.25
01-387-006	Employee Health Insurance Share (Pol)	44,847.00	0.00	21,917.53	48.87
01-389-200	Satisfied Liens Current Year	0.00	0.00	30,013.72	0.00
01-392-021	Transfer from ARPA Funds REVENUE REPLEN	300,000.00	0.00	0.00	0.00
01-395-001	Refund of Prior Yr Expenditure	500.00	0.00	0.00	0.00
01-900-000	PO REVERSAL REVENUE ACCOUNT-prior year	0.00	0.00	480.00	0.00
	Anticipated Total	8,162,339.00	3,400.00	4,360,556.03	53.40
	Unanticipated Total	470,451.00	0.00	84,995.88	0.00
	Fund Total	8,632,790.00	3,400.00	4,445,551.91	50.49

Account Id	Description	Adopted	Amended	YTD Revenue	% Realized
18-301-001	Transfer from Fund Balance	198,725.00-	1,500,000.00	0.00	0.00
18-341-100	Interest Income	65,000.00	0.00	40,338.89	62.06
18-354-077	CDBG-200 Block of Uni on St Improvements	200,000.00	0.00	0.00	0.00
18-354-078	MCGi nness BIOS Fundi ng	2,000,000.00	0.00	0.00	0.00
18-354-079	Makle Park Grant - (DCNR)	478,300.00	0.00	0.00	0.00
18-354-081	158 River Front Storm Sys/PA SMALL WATER	275,000.00	0.00	0.00	0.00
18-354-082	PA Local Share Grant-Gami ng Act4PW BLDG	800,000.00	0.00	0.00	0.00
18-354-100	DEP Recycli ng Grant	350,000.00	0.00	0.00	0.00
18-395-001	Refund of Pri or Yr Expendi ture	0.00	0.00	5,001.64	0.00
Anticipated Total		133,725.00-	1,500,000.00	45,340.53	3.32
Unanticipated Total		4,103,300.00	0.00	0.00	0.00
Fund Total		3,969,575.00	1,500,000.00	45,340.53	0.83
21-341-100	Interest Income	65,000.00	0.00	3,501.10	5.39
21-351-101	Transfer to Fund Balance	574,000.00	0.00	0.00	0.00
Anticipated Total		0.00	0.00	0.00	0.00
Unanticipated Total		639,000.00	0.00	3,501.10	0.00
Fund Total		639,000.00	0.00	3,501.10	0.00
30-301-001	Transfer from Fund Balance	478,500.00	0.00	0.00	0.00
30-341-100	Interest	0.00	0.00	990.27	0.00
30-354-010	RACP - Market House Grant Phase I	1,311,858.00	0.00	0.00	0.00

Account Id	Description	Adopted	Amended	YTD Revenue	% Realized
30-354-015	RACP - Market House Grant Phase II	438,142.00	0.00	0.00	0.00
30-354-076	LCPC - SmartGrowth Trans. Grant, WalnutSt	867,100.00	0.00	0.00	0.00
Anticipated Total		1,790,358.00	0.00	990.27	0.06
Unanticipated Total		1,305,242.00	0.00	0.00	0.00
Fund Total		3,095,600.00	0.00	990.27	0.03
35-301-001	Transfer from Fund Balance	531,345.00	0.00	0.00	0.00
35-341-100	Interest Income	40,000.00	0.00	25,321.09	63.30
35-354-030	Highway Liquid Fuels	254,010.00	0.00	256,014.91	100.79
35-354-031	Turnback Program	5,720.00	0.00	5,720.00	100.00
Anticipated Total		831,075.00	0.00	287,056.00	34.54
Unanticipated Total		0.00	0.00	0.00	0.00
Fund Total		831,075.00	0.00	287,056.00	34.54
Final Total		17,168,040.00	1,503,400.00	4,782,439.81	25.14

Range of Accounts: 01-400-000 to 35-492-183 Include Cap Accounts: Yes As Of: 05/31/24
Skip Zero Activity: Yes

NOTE: This report includes ONLY activity originally Budgeted/Charged to Budget Year 4.
Prior Year Budgeted/Encumbered/Payable amounts rolled to Budget Year 4 have been EXCLUDED.

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Payable	Balance YTD	%Used
01-400-000	ELECTED OFFICIALS CONTROL ACCOUNT:							
01-400-112	Compensation to Council	8,400.00	0.00	0.00	3,500.00	0.00	4,900.00	42
01-400-113	Compensation to Mayor	1,200.00	0.00	0.00	500.00	0.00	700.00	42
01-400-300	Conference & Training	2,000.00	0.00	0.00	150.00	0.00	1,850.00	8
01-400-400	Council Other Expenses	500.00	0.00	20.00-	210.59	0.00	309.41	38
Control : 000	Total	12,100.00	0.00	20.00-	4,360.59	0.00	7,759.41	36
01-401-000	ADMINISTRATION CONTROL ACCOUNT A:							
01-401-121	Borough Manager Salary	101,309.00	0.00	0.00	45,787.41	0.00	55,521.59	45
01-401-337	Borough Manager, Mileage Reimbursement	500.00	0.00	0.00	0.00	0.00	500.00	0
Control : 000	Total	101,809.00	0.00	0.00	45,787.41	0.00	56,021.59	45
01-402-000	ADMINISTRATION CONTROL ACCOUNT B:							
01-402-120	Finance Manager Salary	71,033.00	0.00	0.00	32,119.82	0.00	38,913.18	45
01-402-121	Accountant	54,571.00	0.00	0.00	23,091.20	0.00	31,479.80	42
01-402-140	Clerical Salary	50,533.00	0.00	0.00	28,129.00	0.00	22,404.00	56
01-402-141	Clerical Salary Overtime	3,090.00	0.00	0.00	593.21	0.00	2,496.79	19
01-402-192	Employee FICA	25,036.00	0.00	0.00	8,992.37	0.00	16,043.63	36
01-402-194	Employee Unemployment Compensation Tax	1,414.00	0.00	0.00	1,640.14	0.00	226.14-	116
01-402-195	Employee Workers Compensation Insurance	1,000.00	0.00	0.00	301.65	0.00	698.35	30
01-402-196	Employee Insurance Coverage Premiums	96,562.00	0.00	0.00	26,550.76	0.00	70,011.24	28
01-402-197	Employee Pension Contributions	23,528.00	0.00	0.00	910.19	0.00	22,617.81	4
01-402-210	Office Equipment & Supplies	14,000.00	0.00	0.00	30,928.23	0.00	16,928.23-	221
01-402-300	Conference & Training	5,000.00	0.00	0.00	1,531.17	0.00	3,468.83	31
01-402-302	Consulting Services	25,000.00	0.00	0.00	0.00	0.00	25,000.00	0
01-402-310	Borough Code Maintenance	5,000.00	0.00	0.00	2,070.00	0.00	2,930.00	41
01-402-311	Accounting & Auditing Services	45,000.00	0.00	0.00	23,690.00	0.00	21,310.00	53
01-402-312	IT Contracted Services	77,250.00	0.00	0.00	67,120.07	0.00	10,129.93	87
01-402-316	Pension Services	9,000.00	0.00	0.00	7,750.00	0.00	1,250.00	86
01-402-317	Contracted Services	18,000.00	0.00	0.00	17,024.82	0.00	975.18	95
01-402-318	Payroll Processing Fees	2,000.00	0.00	0.00	405.18	0.00	1,594.82	20
01-402-325	Postage	12,000.00	0.00	0.00	6,691.33	0.00	5,308.67	56
01-402-330	Grant Writing Services	4,000.00	0.00	0.00	0.00	0.00	4,000.00	0
01-402-340	Printing & Advertising	13,000.00	0.00	0.00	4,474.47	0.00	8,525.53	34
01-402-350	General Communications	15,000.00	0.00	0.00	844.00	0.00	14,156.00	6

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Payable	Balance YTD	%Used
01-402-360	Bank Service Charges	3,647.00	0.00	0.00	5,454.74	0.00	1,807.74-	150
01-402-374	Maint. & Rental Office Equipment	2,500.00	0.00	0.00	804.05	0.00	1,695.95	32
01-402-420	Dues & Publications	5,000.00	0.00	20.00	2,502.86	0.00	2,477.14	50
01-402-421	CS Datum Annual Subscriptions	2,400.00	0.00	0.00	0.00	0.00	2,400.00	0
01-402-750	Office Equipment	500.00	0.00	0.00	5.58	0.00	494.42	1
Control : 000	Total	585,064.00	0.00	20.00	293,624.84	0.00	291,419.16	50
01-403-000	TAX COLLECTIONS CONTROL ACCOUNT:							
01-403-115	LCTCB Collection Fee - EIT 1.7% LST 1.5%	22,093.00	0.00	0.00	10,989.68	0.00	11,103.32	50
01-403-215	Deed Transfer Tax Collection Fee - 2.0%	4,779.00	0.00	0.00	1,530.96	0.00	3,248.04	32
Control : 000	Total	26,872.00	0.00	0.00	12,520.64	0.00	14,351.36	47
01-404-000	SOLICITOR/LEGAL CONTROL ACCOUNT:							
01-404-314	Solicitor Fees	110,808.00	0.00	0.00	47,211.14	0.00	63,596.86	43
01-404-315	Labor Counsel	40,000.00	0.00	0.00	6,015.00	0.00	33,985.00	15
01-404-316	Arbitration Services	1,500.00	0.00	0.00	5,399.50	0.00	3,899.50-	360
Control : 000	Total	152,308.00	0.00	0.00	58,625.64	0.00	93,682.36	38
01-408-000	ENGINEERING CONTROL ACCOUNT:							
01-408-101	Engineering Services	124,800.00	0.00	0.00	38,562.13	0.00	86,237.87	31
Control : 000	Total	124,800.00	0.00	0.00	38,562.13	0.00	86,237.87	31
01-409-000	BUILDING & PROPERTY CONTROL ACCOUNT:							
01-409-120	Property Management Salaries	65,582.00	0.00	0.00	27,746.40	0.00	37,835.60	42
01-409-122	Property Management - Janitorial PT	27,115.00	0.00	0.00	4,828.92	0.00	22,286.08	18
01-409-192	Employee FICA	6,769.00	0.00	0.00	2,313.84	0.00	4,455.16	34
01-409-194	Employee Unemployment Compensation Tax	2,642.00	0.00	0.00	592.56	0.00	2,049.44	22
01-409-195	Employee Workers Compensation Insurance	200.00	0.00	0.00	71.30	0.00	128.70	36
01-409-196	Employee Insurance Coverage Premiums	4,335.00	0.00	0.00	1,915.39	0.00	2,419.61	44
01-409-197	Employee Pension Contributions	4,591.00	0.00	0.00	0.00	0.00	4,591.00	0
01-409-226	Cleaning Supplies	3,605.00	0.00	0.00	1,097.17	0.00	2,507.83	30
01-409-227	Tools and Supplies	3,000.00	0.00	0.00	454.55	0.00	2,545.45	15
01-409-231	Fuel, Vehicles	600.00	0.00	0.00	111.44	0.00	488.56	19
01-409-239	Clothing Allowance (Janitorial)	800.00	0.00	0.00	234.62	0.00	565.38	29
01-409-321	308 Locust St., Phone - Cell & Landline	6,600.00	0.00	0.00	3,721.35	0.00	2,878.65	56
01-409-352	Insurance Premium Expenses	143,590.00	0.00	0.00	1,875.00	0.00	141,715.00	1
01-409-361	Electrical Usage	12,360.00	0.00	0.00	5,425.52	0.00	6,934.48	44
01-409-362	308 Locust St., Natural Gas Usage	5,150.00	0.00	0.00	2,549.08	0.00	2,600.92	50
01-409-364	137 S Front, Rebillable Prop Expenses	27,500.00	0.00	0.00	15,594.44	0.00	11,905.56	57
01-409-365	Trash Disposal Services	11,330.00	0.00	56.26	2,604.10	0.00	8,669.64	23

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Payable	Balance YTD	%Used
01-409-366	Water & Sewer Usage	2,260.00	0.00	0.00	1,601.98	0.00	658.02	71
01-409-370	Maintenance & Repair of Building	25,000.00	0.00	0.00	4,382.25	0.00	20,617.75	18
01-409-374	Maintenance & Repair of Equipment	10,000.00	0.00	0.00	77.98	0.00	9,922.02	1
01-409-376	137 S Front, Boro Property Expenses	20,000.00	0.00	0.00	1,942.72	0.00	18,057.28	10
01-409-430	Property Tax Expenses	60,000.00	0.00	0.00	26,323.51	0.00	33,676.49	44
01-409-471	Enterprise Lease Costs 2024	3,400.00	0.00	0.00	748.77	0.00	2,651.23	22
Control: 000	Total	446,429.00	0.00	56.26	106,212.89	0.00	340,159.85	24
01-410-000	POLICE CONTROL ACCOUNT:							
01-410-120	Chief of Police Salary	110,933.00	0.00	0.00	51,107.81	0.00	59,825.19	46
01-410-130	Sergeants Salaries	409,995.00	0.00	0.00	193,350.08	0.00	216,644.92	47
01-410-131	Police Officer Salaries	1,114,224.00	0.00	0.00	459,581.13	0.00	654,642.87	41
01-410-132	Part-Time Police Officer Salaries	46,800.00	0.00	0.00	5,760.00	0.00	41,040.00	12
01-410-133	School Crossing Guard Salaries	57,000.00	0.00	0.00	16,825.75	0.00	40,174.25	30
01-410-134	Officer in Charge (OIC)	20,000.00	0.00	0.00	4,354.70	0.00	15,645.30	22
01-410-136	Enforcement Officer Salaries	73,270.00	0.00	0.00	17,194.05	0.00	56,075.95	23
01-410-137	Administrative Assistant Salary	50,539.00	0.00	0.00	21,375.22	0.00	29,163.78	42
01-410-138	Administrative Assistant Overtime	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0
01-410-140	Administrative Coordinator Salary	54,823.00	0.00	0.00	24,103.72	0.00	30,719.28	44
01-410-141	Community Service Aide Salaries	104,350.00	0.00	0.00	25,316.94	0.00	79,033.06	24
01-410-142	Community Service Aide Salaries Overtime	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0
01-410-143	Corporal Salaries	197,059.00	0.00	0.00	105,366.26	0.00	91,692.74	53
01-410-174	Conference & Training	41,200.00	0.00	459.00	12,652.53	0.00	28,088.47	32
01-410-179	Longevity Bonuses	27,500.00	0.00	0.00	0.00	0.00	27,500.00	0
01-410-180	Police Degree Bonuses	9,500.00	0.00	0.00	0.00	0.00	9,500.00	0
01-410-183	Police Department Overtime	70,000.00	0.00	0.00	24,233.23	0.00	45,766.77	35
01-410-192	Employee FICA	57,332.00	0.00	0.00	20,672.41	0.00	36,659.59	36
01-410-194	Employee Unemployment Compensation Tax	18,811.00	0.00	0.00	11,596.69	0.00	7,214.31	62
01-410-195	Employee Workers Compensation Insurance	112,938.00	0.00	0.00	48,624.55	0.00	64,313.45	43
01-410-196	Employee Insurance Coverage Premiums	590,593.00	0.00	0.00	234,819.65	0.00	355,773.35	40
01-410-197	Employee Pension Contributions (Uniform)	623,090.00	0.00	0.00	0.00	0.00	623,090.00	0
01-410-198	Employee Pension Contributions	10,712.00	0.00	0.00	0.00	0.00	10,712.00	0
01-410-200	Police Equipment & Supplies	25,750.00	0.00	468.32	12,150.02	0.00	13,131.66	49
01-410-201	Police Ammo	5,150.00	0.00	0.00	0.00	0.00	5,150.00	0
01-410-202	National Night Out	10,000.00	0.00	0.00	1,909.40	0.00	8,090.60	19
01-410-204	Officer Equipment Allowance	6,798.00	0.00	0.00	1,622.79	0.00	5,175.21	24
01-410-228	Animal Control & Shelter Fees	2,060.00	0.00	0.00	900.00	0.00	1,160.00	44
01-410-229	LiveScan Fees	7,000.00	0.00	0.00	0.00	0.00	7,000.00	0
01-410-231	Fuel, Vehicles	24,000.00	0.00	0.00	5,091.13	0.00	18,908.87	21
01-410-238	Police Uniforms and Dry Cleaning	18,000.00	0.00	0.00	8,332.42	0.00	9,667.58	46

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Payable	Balance YTD	%Used
01-410-239	Enforcement Officers Clothing Allowance	1,000.00	0.00	0.00	68.98	0.00	931.02	7
01-410-316	Pension Fees - Uniformed	11,000.00	0.00	0.00	7,500.00	0.00	3,500.00	68
01-410-317	Contracted Services	30,000.00	0.00	0.00	17,701.99	0.00	12,298.01	59
01-410-318	Payroll Processing Fees	6,000.00	0.00	0.00	2,006.44	0.00	3,993.56	33
01-410-321	Police, Phone - Cell, Landline & GPS	10,300.00	0.00	0.00	4,765.93	0.00	5,534.07	46
01-410-327	Maintenance & Repair of Radios	4,120.00	0.00	0.00	371.38	0.00	3,748.62	9
01-410-328	Maint, Repair, & Rents for Camera System	15,450.00	0.00	0.00	4,837.92	0.00	10,612.08	31
01-410-351	Police Property Liability Insurance/H&L	50,000.00	0.00	0.00	1,568.00	0.00	48,432.00	3
01-410-375	Maintenance & Repair, Parking Meters	2,472.00	0.00	0.00	1,056.27	0.00	1,415.73	43
01-410-376	Maintenance & Repair, Police Vehicles	4,120.00	0.00	421.93	3,962.39	0.00	264.32	106
01-410-377	Maintenance & Repair, Police Equipment	20,600.00	0.00	0.00	4,180.32	0.00	16,419.68	20
01-410-384	Equipment Rental	3,090.00	0.00	0.00	790.68	0.00	2,299.32	26
01-410-471	Enterprise Lease Expenses 2024 -POLICE	83,444.00	0.00	0.00	36,628.09	0.00	46,815.91	44
01-410-530	Lanc. County Drug Task Force, Member Fee	10,400.00	0.00	0.00	10,207.00	0.00	193.00	98
01-410-610	Maintenance & Repair of Building	4,120.00	0.00	0.00	1,754.96	0.00	2,365.04	43
Control : 000	Total	4,159,543.00	0.00	1,349.25	1,404,340.83	0.00	2,753,852.92	34
01-411-000	FIRE CONTROL ACCOUNT:							
01-411-363	Fire Hydrant, Water Supply	49,282.00	0.00	0.00	20,481.53	0.00	28,800.47	42
01-411-381	CBVFD - Workers Comp. Ins	41,328.00	0.00	0.00	10,275.00	0.00	31,053.00	25
01-411-500	CBVFD - Fire Co Contributions (Beg.2021)	111,000.00	0.00	0.00	0.00	0.00	111,000.00	0
01-411-501	CBVFD - Vol. Fire Fighter Tax Rebate	4,636.00	0.00	0.00	3,597.04	0.00	1,038.96	78
01-411-540	CBVFD - Fireman's Relief Fund	50,107.00	0.00	0.00	0.00	0.00	50,107.00	0
Control : 000	Total	256,353.00	0.00	0.00	34,353.57	0.00	221,999.43	13
01-413-000	CODE COMPLIANCE CONTROL ACCOUNT:							
01-413-123	Code Compliance Manager	64,295.00	0.00	0.00	31,788.00	0.00	32,507.00	49
01-413-142	Code Compliance Officer (Union)	24,947.00	0.00	0.00	9,880.00	0.00	15,067.00	40
01-413-192	Employee FICA	14,587.00	0.00	0.00	5,301.15	0.00	9,285.85	36
01-413-194	Employee Unemployment Compensation Tax	2,600.00	0.00	0.00	1,081.73	0.00	1,518.27	42
01-413-195	Employee Workers Compensation Insurance	400.00	0.00	0.00	148.70	0.00	251.30	37
01-413-196	Employee Insurance Coverage Premiums	78,967.00	0.00	0.00	26,106.33	0.00	52,860.67	33
01-413-197	Employee Pension Contributions	11,750.00	0.00	0.00	0.00	0.00	11,750.00	0
01-413-220	Operating Supplies	5,150.00	0.00	0.00	382.55	0.00	4,767.45	7
01-413-231	Fuel, Vehicles	2,060.00	0.00	0.00	357.97	0.00	1,702.03	17
01-413-238	Clothing Allowance (Code Enf)	1,200.00	0.00	0.00	857.26	0.00	342.74	71
01-413-300	Conference & Training	5,000.00	0.00	0.00	275.00	0.00	4,725.00	6
01-413-315	Property Inspector F/T	103,560.00	0.00	0.00	31,253.36	0.00	72,306.64	30
01-413-317	Contracted Services - Remedial	5,000.00	0.00	0.00	1,022.00	0.00	3,978.00	20
01-413-318	Payroll Processing Fee	800.00	0.00	0.00	166.50	0.00	633.50	21

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Payable	Balance YTD	%Used
01-413-321	Code, Phone - Cell, Landline & GPS	2,000.00	0.00	0.00	622.93	0.00	1,377.07	31
01-413-340	Printing	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0
01-413-376	Maintenance of Vehicles	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0
01-413-420	Dues & Subscriptions	500.00	0.00	0.00	0.00	0.00	500.00	0
01-413-425	Fire Inspection Services	5,500.00	0.00	0.00	50.00	0.00	5,450.00	1
01-413-471	Enterprise Lease Costs 2024 - CODES	23,451.00	0.00	0.00	4,337.63	0.00	19,113.37	18
Control : 000	Total	354,767.00	0.00	0.00	113,631.11	0.00	241,135.89	32
01-414-000	PLANNING & ZONING CONTROL ACCOUNT:							
01-414-122	Zoning Officer	50,000.00	0.00	0.00	9,293.06	0.00	40,706.94	19
01-414-140	Clerical Salary	50,533.00	0.00	0.00	38,028.13	0.00	12,504.87	75
01-414-141	Clerical Salary Overtime	1,236.00	0.00	0.00	271.43	0.00	964.57	22
01-414-192	Employee FICA	7,863.00	0.00	0.00	2,983.32	0.00	4,879.68	38
01-414-194	Employee Unemployment Compensation Tax	1,050.00	0.00	0.00	411.11	0.00	638.89	39
01-414-195	Employee Workers Compensation Insurance	348.00	0.00	0.00	142.60	0.00	205.40	41
01-414-196	Employee Insurance Coverage Premiums	30,160.00	0.00	0.00	6,438.00	0.00	23,722.00	21
01-414-197	Employee Pension Contributions	7,124.00	0.00	0.00	2,203.16	0.00	4,920.84	31
01-414-220	Operating Supplies	3,090.00	0.00	0.00	446.33	0.00	2,643.67	14
01-414-300	Conference & Training	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0
01-414-313	Official Borough Mapping/HARB review	25,000.00	0.00	0.00	250.00	0.00	24,750.00	1
01-414-318	Payroll Processing Fees	495.00	0.00	0.00	63.79	0.00	431.21	13
01-414-321	Zoning, Phone - Cell	800.00	0.00	0.00	344.66	0.00	455.34	43
01-414-420	Dues & Subscriptions	1,030.00	0.00	0.00	0.00	0.00	1,030.00	0
01-414-550	CLG Matching Mini Grant	5,000.00	0.00	0.00	12,891.22	0.00	7,891.22	258
Control : 000	Total	185,729.00	0.00	0.00	73,766.81	0.00	111,962.19	40
01-415-000	EMERGENCY MANAGEMENT CONTROL ACCOUNT:							
01-415-220	Operating Supplies - PPE/Stock Items	1,545.00	0.00	0.00	0.00	0.00	1,545.00	0
01-415-340	Disaster Planning Material	500.00	0.00	0.00	0.00	0.00	500.00	0
01-415-500	EOC Supplies-per 2022 LC ARPA GRANT	0.00	0.00	0.00	55.65	0.00	55.65	0
01-415-600	EOC Supplies	3,000.00	0.00	0.00	2,046.93	0.00	953.07	68
01-415-700	Emergency Management, Phone - Cell	1,030.00	0.00	0.00	448.36	0.00	581.64	44
Control : 000	Total	6,075.00	0.00	0.00	2,550.94	0.00	3,524.06	42
01-426-000	RECYCLING ACTIVITIES CONTROL ACCOUNT:							
01-426-101	Recycling Marketing/Education	500.00	0.00	0.00	0.00	0.00	500.00	0
01-426-102	Recycling Maintenance of Equip. & Bldgs	12,000.00	0.00	0.00	2,577.39	0.00	9,422.61	21
01-426-103	904 Collection Expenses	3,000.00	0.00	0.00	1,034.63	0.00	1,965.37	34
01-426-140	Recycling - Staff Salary	57,124.00	0.00	0.00	23,232.00	0.00	33,892.00	41
01-426-231	Recycling - Diesel	6,180.00	0.00	0.00	0.00	0.00	6,180.00	0

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Payable	Balance YTD	%Used
01-426-362	Recycling - Utilities	1,000.00	0.00	0.00	354.44	0.00	645.56	35
Control: 000	Total	79,804.00	0.00	0.00	27,198.46	0.00	52,605.54	34
01-429-000	WASTEWATER ACTIVITIES CONTROL ACCOUNT:							
01-429-188	WWTP, Contracted Services	500.00	0.00	0.00	516.87	0.00	16.87-	103
01-429-260	WWTP, Maintenance of Equipment	750.00	0.00	0.00	100.00	0.00	650.00	13
01-429-321	WWTP, Phone - Cell & Landline	1,500.00	0.00	0.00	215.85	0.00	1,284.15	14
01-429-361	WWTP, Electrical Usage	1,750.00	0.00	0.00	2,024.03	0.00	274.03-	116
01-429-362	WWTP, Natural Gas Usage	2,750.00	0.00	0.00	4,388.56	0.00	1,638.56-	160
01-429-365	WWTP, Biosolids Management	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0
01-429-366	WWTP, Water Usage	1,800.00	0.00	0.00	2,304.50	0.00	504.50-	128
01-429-367	WWTP, Grit/Material Disposal	2,500.00	0.00	0.00	0.00	0.00	2,500.00	0
01-429-373	WWTP, Building & Property Maintenance	2,000.00	0.00	0.00	2,772.36	0.00	772.36-	139
Control: 000	Total	14,550.00	0.00	0.00	12,322.17	0.00	2,227.83	85
01-430-000	HIGHWAY/PUBLIC WORKS CONTROL ACCOUNT:							
01-430-122	Public Works Manager Salary	84,405.00	0.00	0.00	38,145.20	0.00	46,259.80	45
01-430-140	Highway Personnel Salaries	393,868.00	0.00	0.00	114,954.19	0.00	278,913.81	29
01-430-141	Clerical Salary	50,533.00	0.00	0.00	21,375.22	0.00	29,157.78	42
01-430-142	Street Sweeper Debris Disposal	1,545.00	0.00	0.00	0.00	0.00	1,545.00	0
01-430-143	Storm Water Supplies	5,150.00	0.00	0.00	320.48	0.00	4,829.52	6
01-430-144	Highway Employee License Bonus	4,000.00	0.00	0.00	2,400.00	0.00	1,600.00	60
01-430-145	Clerical Overtime	1,030.00	0.00	0.00	0.00	0.00	1,030.00	0
01-430-165	Employee Certification & Testing	1,236.00	0.00	0.00	399.00	0.00	837.00	32
01-430-183	Employee Salaries Overtime	19,570.00	0.00	0.00	7,443.13	0.00	12,126.87	38
01-430-192	Employee FICA	40,000.00	0.00	0.00	15,611.43	0.00	24,388.57	39
01-430-194	Employee Unemployment Compensation Tax	3,500.00	0.00	0.00	3,269.99	0.00	230.01	93
01-430-195	Employee Workers Compensation Insurance	64,327.00	0.00	0.00	25,151.10	0.00	39,175.90	39
01-430-196	Employee Insurance Coverage Premiums	158,511.00	0.00	0.00	69,960.00	0.00	88,551.00	44
01-430-197	Employee Pension Contributions	34,068.00	0.00	0.00	0.00	0.00	34,068.00	0
01-430-200	Operating Supplies	15,450.00	0.00	0.00	4,167.67	0.00	11,282.33	27
01-430-231	Fuel, Vehicles	51,500.00	0.00	853.15	20,837.90	450.91	29,808.95	42
01-430-238	Highway Uniform Cleaning	5,295.00	0.00	83.26	2,023.80	0.00	3,187.94	40
01-430-239	Employee Clothing Allowance	2,781.00	0.00	0.00	457.58	0.00	2,323.42	16
01-430-245	Highway Supplies	15,450.00	0.00	0.00	2,078.30	0.00	13,371.70	13
01-430-300	Conference & Training	2,060.00	0.00	0.00	0.00	0.00	2,060.00	0
01-430-317	Contracted Services	4,000.00	0.00	0.00	902.88	0.00	3,097.12	23
01-430-318	Payroll Processing Fees	1,100.00	0.00	0.00	416.48	0.00	683.52	38
01-430-321	Highway, Phone - Cell & Landline & GPS	8,240.00	0.00	0.00	3,095.76	0.00	5,144.24	38
01-430-361	Highway Building Electrical Usage	4,478.00	0.00	0.00	535.97	0.00	3,942.03	12

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Payable	Balance YTD	%Used
01-430-363	Highway, Natural Gas Usage	9,280.00	0.00	0.00	4,278.61	0.00	5,001.39	46
01-430-366	Highway Building Water Usage	2,060.00	0.00	0.00	115.62	0.00	1,944.38	6
01-430-373	Maintenance & Repair of Building	4,120.00	0.00	0.00	639.99	0.00	3,480.01	16
01-430-375	Maintenance & Repairs of Equipment	42,350.00	0.00	973.95	15,860.16	0.00	25,515.89	40
01-430-471	Enterprise Lease Costs 2024 - P.W.	76,604.00	0.00	0.00	15,481.51	0.00	61,122.49	20
Control : 000	Total	1,106,511.00	0.00	1,910.36	369,921.97	450.91	734,678.67	34
01-433-000	TRAFFIC & STREET LIGHTS CONTROL ACCOUNT:							
01-433-260	Street Signs	7,500.00	0.00	0.00	2,531.00	0.00	4,969.00	34
01-433-374	Traffic Lights, Maintenance	16,000.00	0.00	0.00	1,989.50	0.00	14,010.50	12
01-434-375	Street Lighting, Maintenance	1,500.00	0.00	0.00	382.47	0.00	1,117.53	26
Control : 000	Total	25,000.00	0.00	0.00	4,902.97	0.00	20,097.03	20
01-444-000	MARKET HOUSE CONTROL ACCOUNT:							
01-444-120	Market Manager Salary	55,167.00	0.00	0.00	23,152.80	0.00	32,014.20	42
01-444-192	Employee FICA	4,229.00	0.00	0.00	1,869.39	0.00	2,359.61	44
01-444-194	Employee UC Tax	500.00	0.00	0.00	407.69	0.00	92.31	82
01-444-195	Employee Workers Comp Insurance	200.00	0.00	0.00	71.30	0.00	128.70	36
01-444-196	Employee Insurance Coverage	14,962.00	0.00	0.00	6,587.64	0.00	8,374.36	44
01-444-197	Employee Pension Contributions	3,862.00	0.00	0.00	0.00	0.00	3,862.00	0
01-444-226	Operating Supplies	9,280.00	0.00	0.00	1,103.84	0.00	8,176.16	12
01-444-317	Market House, Contracted Services	13,000.00	0.00	0.00	2,130.50	0.00	10,869.50	16
01-444-318	Payroll Processing Fees	200.00	0.00	0.00	56.19	0.00	143.81	28
01-444-321	Market House, Phone & Internet	3,000.00	0.00	0.00	1,605.78	0.00	1,394.22	54
01-444-340	Market House, Advertising	10,000.00	0.00	0.00	488.43	0.00	9,511.57	5
01-444-361	Market House, Electrical Usage	9,900.00	0.00	0.00	4,460.67	0.00	5,439.33	45
01-444-362	Market House, Natural Gas Usage	13,520.00	0.00	0.00	6,641.46	0.00	6,878.54	49
01-444-366	Market House, Water & Sewer Usage	4,400.00	0.00	0.00	2,051.98	0.00	2,348.02	47
01-444-373	Market House, Maintenance of Building	12,360.00	0.00	0.00	1,733.25	0.00	10,626.75	14
Control : 000	Total	154,580.00	0.00	0.00	52,360.92	0.00	102,219.08	34
01-450-000	BOARDS & COMMITTEES CONTROL ACCOUNT:							
01-450-101	HARB - Agenda & Minutes Contracted Svcs	1,500.00	0.00	0.00	0.00	0.00	1,500.00	0
01-450-301	Parks & Recreation - Operational	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0
01-450-401	Community Programs - Operational	1,500.00	0.00	0.00	0.00	0.00	1,500.00	0
01-450-601	Zoning Hearing Board - Stenographer	6,000.00	0.00	0.00	174.00	0.00	5,826.00	3
01-450-701	Civil Service Commission - Operational	500.00	0.00	0.00	0.00	0.00	500.00	0
01-450-801	Columbia River Front Advisory Committee	500.00	0.00	0.00	0.00	0.00	500.00	0
01-450-901	Planning Commission - Operational	500.00	0.00	0.00	0.00	0.00	500.00	0
Control : 000	Total	15,500.00	0.00	0.00	174.00	0.00	15,326.00	1

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Payable	Balance YTD	%Used
01-452-000	CONTRIBUTIONS CONTROL ACCOUNT:							
01-452-505	Columbia Historic Preservation Society	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0
01-452-541	Mount Bethel Cemetery	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0
01-452-544	Columbia Public Library	15,000.00	0.00	0.00	0.00	0.00	15,000.00	0
01-452-545	Columbia United Veterans Council	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0
01-452-549	Columbia Cat Action Team	4,000.00	0.00	0.00	4,000.00	0.00	0.00	100
Control : 000	Total	30,000.00	0.00	0.00	4,000.00	0.00	26,000.00	13
01-454-000	PARKS & COL. CROSSING CONTROL ACCOUNT:							
01-454-372	Columbia Crossings, Natural Gas Usage	3,300.00	0.00	0.00	1,901.24	0.00	1,398.76	58
01-454-373	Columbia Crossings, Land Sale Inst(OCPG)	5,000.00	0.00	0.00	5,000.00	0.00	0.00	100
01-454-374	Columbia Crossings, Electrical Usage	3,850.00	0.00	0.00	1,274.80	0.00	2,575.20	33
01-454-375	Columbia Crossings, Water & Sewer Usage	2,200.00	0.00	0.00	1,051.30	0.00	1,148.70	48
01-454-376	Columbia Crossings, Phone	4,161.00	0.00	0.00	1,555.20	0.00	2,605.80	37
01-454-377	Columbia Crossings, Contracted Services	6,000.00	0.00	0.00	2,158.02	0.00	3,841.98	36
01-454-378	Columbia Crossings, Building/Prop Maint.	5,500.00	0.00	0.00	2,824.04	0.00	2,675.96	51
01-454-379	Columbia Crossing, Contracted Mgmt Fees	114,863.00	0.00	0.00	57,431.50	0.00	57,431.50	50
01-454-451	Maintenance of Parks - Makle Park	5,000.00	0.00	0.00	601.69	0.00	4,398.31	12
01-454-452	Maintenance of Parks - River Park	3,886.00	0.00	0.00	11.99	0.00	3,874.01	0
01-454-453	Maintenance of Parks - Locust Park	6,180.00	0.00	0.00	1,465.53	0.00	4,714.47	24
01-454-454	Maintenance of Parks - Veterans Memorial	3,000.00	0.00	0.00	2,800.63	0.00	199.37	93
01-454-455	Maintenance of Parks - Rotary Park	2,575.00	0.00	0.00	277.00	0.00	2,298.00	11
01-454-456	Maintenance of Parks - Mount Bethel	500.00	0.00	0.00	0.00	0.00	500.00	0
01-454-457	Maintenance of Parks - Town Square	2,060.00	0.00	0.00	0.00	0.00	2,060.00	0
01-454-458	Maintenance of Parks - Zion Hill	500.00	0.00	0.00	0.00	0.00	500.00	0
Control : 000	Total	168,575.00	0.00	0.00	78,352.94	0.00	90,222.06	46
01-457-000	CONTROL ACCOUNT RECREATION-COMMUNITY							
01-457-200	Fi reworks Suppl ies	8,000.00	0.00	0.00	0.00	0.00	8,000.00	0
Control : 000	Total	8,000.00	0.00	0.00	0.00	0.00	8,000.00	0
01-471-000	CONTROL ACCOUNT DEBT SERVICE PRIN							
01-471-217	Principal - FULTON bond refi 2021	480,000.00	0.00	0.00	479,898.56	0.00	101.44	100
Control : 000	Total	480,000.00	0.00	0.00	479,898.56	0.00	101.44	100
01-472-000	CONTROL ACCOUNT DEBT SERVICE - INTEREST							
01-472-217	Interest- FULTON bond refi 2021	141,321.00	0.00	0.00	71,372.05	0.00	69,948.95	50
Control : 000	Total	141,321.00	0.00	0.00	71,372.05	0.00	69,948.95	50

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Payable	Balance YTD	%Used
01-491-000	OTHER EXPENSES CONTROL ACCOUNT:							
01-491-001	Refunds of Prior Year Revenues	500.00	0.00	0.00	0.00	0.00	500.00	0
Control : 000	Total	500.00	0.00	0.00	0.00	0.00	500.00	0
Fund: 01	GENERAL FUND BBT Budgeted Total	8,636,190.00	0.00	3,315.87	3,288,841.44	450.91	5,344,032.69	38
Fund: 01	GENERAL FUND BBT Non-Budgeted Total	0.00	0.00	0.00	0.00	0.00	0.00	0
Fund: 01	GENERAL FUND BBT Total	8,636,190.00	0.00	3,315.87	3,288,841.44	450.91	5,344,032.69	38
18-410-000	POLICE:							
18-410-760	PD-portable AED's (3 total)	5,700.00	0.00	0.00	0.00	0.00	5,700.00	0
18-410-761	PD - In Car Cameras (2 total)	18,000.00	0.00	0.00	0.00	0.00	18,000.00	0
Control : 000	Total	23,700.00	0.00	0.00	0.00	0.00	23,700.00	0
18-430-000	HIGHWAY MAINT GENERAL SERVICES:							
18-430-610	Construction Costs - Ridge Avenue	1,500,000.00	0.00	0.00	0.00	0.00	1,500,000.00	0
18-430-755	Grinder Replacement	508,000.00	0.00	0.00	509,998.00	0.00	1,998.00	100
18-438-001	Walnut St Improve./Smart Growth	0.00	0.00	0.00	2,861.56	0.00	2,861.56	0
Control : 000	Total	2,008,000.00	0.00	0.00	512,859.56	0.00	1,495,140.44	26
18-444-000	MARKETS:							
18-450-001	McGinness Airport Development Project	300,000.00	0.00	0.00	10,505.29	0.00	289,494.71	4
18-450-002	McGinness Project -2024	2,000,000.00	0.00	0.00	82,072.02	0.00	1,917,927.98	4
18-454-100	Park Improvements/Upgrades	30,000.00	0.00	0.00	0.00	0.00	30,000.00	0
18-465-001	Columbia River Park - Phase 3	10,000.00	0.00	0.00	15,510.61	0.00	5,510.61	155
18-465-002	Makle Park Improvements	597,875.00	0.00	0.00	525.00	0.00	597,350.00	0
Control : 000	Total	2,937,875.00	0.00	0.00	108,612.92	0.00	2,829,262.08	4
18-475-000	FISCAL AGENT FEES:							
18-480-700	800 Block of Chestnut Street	200,000.00	0.00	0.00	1,356.87	0.00	198,643.13	1
18-480-801	200 Block of Union St Improvements	300,000.00	0.00	0.00	9,934.25	0.00	290,065.75	3
Control : 000	Total	500,000.00	0.00	0.00	11,291.12	0.00	488,708.88	2
Fund: 18	CAPITAL FUND Budgeted Total	5,469,575.00	0.00	0.00	632,763.60	0.00	4,836,811.40	12
Fund: 18	CAPITAL FUND Non-Budgeted Total	0.00	0.00	0.00	0.00	0.00	0.00	0
Fund: 18	CAPITAL FUND Total	5,469,575.00	0.00	0.00	632,763.60	0.00	4,836,811.40	12
21-463-000	ECONOMIC OPPORTUNITY CONTROL ACCOUNT							
21-463-670	River Front Storm System Improvements	136,000.00	0.00	0.00	5,312.86	0.00	130,687.14	4
21-463-671	Shawnee/Mill St Drainage/Improvements	53,000.00	0.00	0.00	704.00	0.00	52,296.00	1
21-463-674	Dual Band Radios - Public Safety	125,000.00	0.00	0.00	0.00	0.00	125,000.00	0

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Payable	Balance YTD	%Used
21-463-676	Council Room AV System	25,000.00	0.00	0.00	23,770.47	0.00	1,229.53	95
Control: 000	Total	339,000.00	0.00	0.00	29,787.33	0.00	309,212.67	9
21-492-000	INTERFUND OPERATING CONTROL ACCOUNT							
21-492-001	Revenue Loss/Covid-19 Financial Impact	300,000.00	0.00	0.00	0.00	0.00	300,000.00	0
Control: 000	Total	300,000.00	0.00	0.00	0.00	0.00	300,000.00	0
Fund: 21	American Rescure Plan FUND Budgeted Total	639,000.00	0.00	0.00	29,787.33	0.00	609,212.67	5
Fund: 21	American Rescure Plan FUND Non-Budgeted Total	0.00	0.00	0.00	0.00	0.00	0.00	0
Fund: 21	American Rescure Plan FUND Total	639,000.00	0.00	0.00	29,787.33	0.00	609,212.67	5
30-000-000	Bond Capital Expense							
30-400-000	BOND CAPITAL PROJECTS CONTROL ACCOUNT:							
30-438-001	Walnut Street Improvements/Smart Growth	867,100.00	0.00	0.00	15,856.99	0.00	851,243.01	2
30-444-375	Market House Improvements (RACP Phasel)	1,338,000.00	0.00	0.00	1,901.05	0.00	1,336,098.95	0
30-444-376	Economic Development Improv (RACP P2)	890,000.00	0.00	0.00	0.00	0.00	890,000.00	0
30-491-001	Refunds of Prior Year Revenues	500.00	0.00	0.00	0.00	0.00	500.00	0
Control: 000	Total	3,095,600.00	0.00	0.00	17,758.04	0.00	3,077,841.96	1
Fund: 30	BOND CAPITAL FUND Budgeted Total	3,095,600.00	0.00	0.00	17,758.04	0.00	3,077,841.96	1
Fund: 30	BOND CAPITAL FUND Non-Budgeted Total	0.00	0.00	0.00	0.00	0.00	0.00	0
Fund: 30	BOND CAPITAL FUND Total	3,095,600.00	0.00	0.00	17,758.04	0.00	3,077,841.96	1
35-430-000	HIGHWAY MAINTENANCE:							
35-432-200	Snow & Ice Removal	19,000.00	0.00	0.00	5,873.65	0.00	13,126.35	31
35-433-001	Traffic Control Devices	12,000.00	0.00	0.00	0.00	0.00	12,000.00	0
35-434-001	Street Lighting - Electrical Usage	99,075.00	0.00	0.00	42,542.28	0.00	56,532.72	43
35-434-002	Traffic Lights - Electrical Usage	9,500.00	0.00	0.00	2,626.04	0.00	6,873.96	28
35-438-010	ADA Curb Construction	0.00	0.00	0.00	1,198.31	0.00	1,198.31	0
35-438-245	Highway Supplies/Aggregates	6,000.00	0.00	0.00	0.00	0.00	6,000.00	0
35-438-246	Highway Supplies/Other	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0
35-438-247	Highway Equipment Maintenance	7,500.00	0.00	0.00	0.00	0.00	7,500.00	0
35-438-740	Purchase of Hook Lift Truck	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0
35-439-085	Current Year Street Paving Projects	175,000.00	0.00	0.00	8,317.04	1,061.90	166,682.96	5
35-454-075	CDBG-200 Block of Union St Improve (F18)	300,000.00	0.00	0.00	9,738.38	0.00	290,261.62	3
Control: 000	Total	831,075.00	0.00	0.00	70,295.70	1,061.90	760,779.30	8
Fund: 35	HIGHWAY AID FUND Budgeted Total	831,075.00	0.00	0.00	70,295.70	1,061.90	760,779.30	8
Fund: 35	HIGHWAY AID FUND Non-Budgeted Total	0.00	0.00	0.00	0.00	0.00	0.00	0
Fund: 35	HIGHWAY AID FUND Total	831,075.00	0.00	0.00	70,295.70	1,061.90	760,779.30	8

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Payable	Balance YTD	%Used
Final Budgeted		18,671,440.00	0.00	3,315.87	4,039,446.11	1,512.81	14,628,678.02	22
Final Non-Budgeted		0.00	0.00	0.00	0.00	0.00	0.00	0
Final Total		18,671,440.00	0.00	3,315.87	4,039,446.11	1,512.81	14,628,678.02	22

Account Number	Account Description	Date	Tran Type	Description	Debit	Credit	User
01-100-104	Cash In Bank - Reg	05/10/24	Expenditure	ADP Payroll Fees - ADMIN	0	16.87	TBENNETT
01-100-104	Cash In Bank - Reg	05/10/24	Expenditure	ADP Payroll Fees - POLICE	0	171.84	TBENNETT
01-100-104	Cash In Bank - Reg	05/10/24	Expenditure	ADP Payroll Fees - CODES	0	12.65	TBENNETT
01-100-104	Cash In Bank - Reg	05/10/24	Expenditure	ADP Payroll Fees - ZONING	0	4.22	TBENNETT
01-100-104	Cash In Bank - Reg	05/10/24	Expenditure	ADP Payroll Fees - PW/HWY	0	33.74	TBENNETT
01-100-104	Cash In Bank - Reg	05/10/24	Expenditure	ADP Payroll Fees - MRKT HOUSE	0	4.22	TBENNETT
01-100-104	Cash In Bank - Reg	05/13/24	Expenditure	FP Finance Postage Meter Refill	0	1,000.00	TBENNETT
01-100-104	Cash In Bank - Reg	05/15/24	Expenditure	COMCAST 41 walnut st 8993112890112282	0	311.15	LGERFIN
01-100-104	Cash In Bank - Reg	05/15/24	Expenditure	COMCAST 308 locust st 8993112890026029	0	417.68	LGERFIN
01-100-104	Cash In Bank - Reg	05/15/24	Expenditure	COMCAST 420 s front st 8993112890103588	0	108.65	LGERFIN
01-100-104	Cash In Bank - Reg	05/15/24	Expenditure	COMCAST 308 locust st adnl bsns 8993112890154821	0	156.39	LGERFIN
01-100-104	Cash In Bank - Reg	05/15/24	Expenditure	COMCAST 431 s front st 8993112890108447	0	322.56	LGERFIN
01-100-104	Cash In Bank - Reg	05/15/24	Expenditure	COMCAST 15 s 3rd st 8993112890155828	0	279.21	LGERFIN
01-100-104	Cash In Bank - Reg	05/15/24	Expenditure	COMCAST 308 locust st 8993112890107043	0	329.22	LGERFIN
01-100-104	Cash In Bank - Reg	05/17/24	Expenditure	ADP Payroll Fees - ADMIN	0	3.90	TBENNETT
01-100-104	Cash In Bank - Reg	05/17/24	Expenditure	ADP Payroll Fees - POLICE	0	37.61	TBENNETT
01-100-104	Cash In Bank - Reg	05/17/24	Expenditure	ADP Payroll Fees - CODES	0	3.11	TBENNETT
01-100-104	Cash In Bank - Reg	05/17/24	Expenditure	ADP Payroll Fees - ZONING	0	1.04	TBENNETT
01-100-104	Cash In Bank - Reg	05/17/24	Expenditure	ADP Payroll Fees - PW/HWY	0	8.30	TBENNETT
01-100-104	Cash In Bank - Reg	05/17/24	Expenditure	ADP Payroll Fees - MRKT HOUSE	0	1.04	TBENNETT
01-100-104	Cash In Bank - Reg	05/24/24	Expenditure	ADP Payroll Fees - ADMIN	0	16.87	TBENNETT
01-100-104	Cash In Bank - Reg	05/24/24	Expenditure	ADP Payroll Fees - POLICE	0	171.84	TBENNETT
01-100-104	Cash In Bank - Reg	05/24/24	Expenditure	ADP Payroll Fees - CODES	0	12.65	TBENNETT
01-100-104	Cash In Bank - Reg	05/24/24	Expenditure	ADP Payroll Fees - ZONING	0	4.22	TBENNETT
01-100-104	Cash In Bank - Reg	05/24/24	Expenditure	ADP Payroll Fees - PW/HWY	0	33.74	TBENNETT
01-100-104	Cash In Bank - Reg	05/24/24	Expenditure	ADP Payroll Fees - MRKT HOUSE	0	4.22	TBENNETT
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	FP Finance Postage Meter Refill	0	1,000.00	LGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	COL WATER 15 s 3rd 13017100	0	195.54	LGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	COL WATER 137 s front st 12001501	0	180.01	LGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	COL WATER 420 s front st 12000610	0	131.65	LGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	COL WATER 430 s front st 12000600	0	164.48	LGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	COL WATER 41 walnut st 06006410	0	142.26	LGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	COL WATER 308 locust st 06002900	0	169.14	LGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	COL WATER 431 s front st 00007607	0	23.62	LGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	COL WATER 137 s front st 12001500	0	57.25	LGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	COL WATER 700 franklin st 00007185	0	22.07	LGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	FP FINANCE 34722402 postage meter	0	85.00	LGERFIN

Account Number	Account Description	Date	Tran Type	Description	Debit	Credit	User
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	LEAF 14396799 copier rental admin	0	160.81	LGGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	LEAF 14412397 copier rental police	0	160.66	LGGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	VERIZON cell phone boro	0	175.00	LGGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	VERIZON cell phone police	0	300.01	LGGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	VERIZON cell phone codes	0	115.34	LGGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	VERIZON cell phone public works	0	85.00	LGGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	VERIZON cell phone ema	0	90.00	LGGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	VERIZON cell phone planning mng	0	175.48	LGGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	VERIZON cell phone market mng	0	42.50	LGGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	UGI col wwtp 411006753577	0	274.23	LGGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	UGI 137 s front st 411000209568	0	345.62	LGGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	UGI 15 s 3rd st 411000981927	0	29.13	LGGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	UGI 308 locust st 411000713759	0	143.41	LGGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	UGI columbia market 411001631141	0	295.37	LGGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	UGI 431 s front st 411001174845	0	131.62	LGGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	UGI S Front St WWTP 411000642404	0	48.57	LGGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	PPL s front st 300359947	0	349.40	LGGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	PPL 429 s front st 300416106	0	100.04	LGGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	PPL 11 front st security camera 300251879	0	34.20	LGGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	PPL 550 ave n makel park 300412194	0	31.34	LGGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	PPL 308 locust st 300269611	0	769.46	LGGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	PPL 21 WALNUT ST 300417646	0	197.35	LGGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	PPL 137 S FRONT ST 300610070	0	556.65	LGGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	PPL 254 BLUE LN GATE 300254898	0	39.55	LGGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	PPL BLUE LN wr 62638 300405497	0	32.18	LGGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	PPL 1020 manor st 300302571	0	18.12	LGGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	PPL ave l cameras 300409051	0	27.69	LGGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	PPL 11 s 3rd market house 301279238	0	870.03	LGGERFIN
01-100-104	Cash In Bank - Reg	05/31/24	Expenditure	PPL 700 franklin st 300351184	0	26.56	LGGERFIN

COLUMBIA BORO POLICE DEPARTMENT MONTHLY REPORT TO BORO COUNCIL												MAY 2024		YTD	LYTD
ACTIVITIES	January	February	March	April	May	June	July	August	September	October	November	December	2024	2023	
Monthly U.C.R. Count	98	105	109	106	103								521	519	
Adult Criminal Arrests	22	18	20	15	21								96	74	
Adult Summary Arrest	4	1	10	11	8								34	0	
Juvenile Criminal Arrests	0	11	3	1	3								18	8	
Juvenile Summary Arrests	4	7	3	6	2								22	12	
TRUCK INSPECTIONS:	5	5	6	7	2								25	30	
TRUCK VIOLATIONS:	5	0	15	13	4								37	66	
Prisoners Detained In Boro Lockup	5	6	11	6	7								35	36	
Reportable Accidents Inv.	9	8	8	10	10								45	41	
Non-Reportable Accidents Inv.	9	12	7	5	19								52	88	
Traffic Arrests/Citations	14	22	24	36	45								141	207	
Abandoned Veh Removed From Sts	5	6	4	4	\$8.00								27	23	
District Magistrate Fines	\$5,165.58	\$8,358.81	\$8,895.01	\$7,179.58	\$8,303.10								\$37,902.08	\$38,420.28	
Parking Ticket Fines	\$3,545.00	\$3,525.00	\$7,450.00	\$14,200.00	\$14,410.00								\$43,130.00	\$41,961.00	
Accident Report Revenue	\$45.00	\$45.00	\$120.00	\$30.00	\$30.00								\$270.00	\$105.00	
LexisNexis Accident Report Revenue	\$255.00	\$90.00	\$150.00	\$240.00	\$225.00								\$960.00	\$480.00	
Bicycle License Fees	\$0.00	\$0.00	\$0.00	\$1.00	\$0.00								\$1.00	\$0.00	
No Parking Sign Fees	\$116.00	\$316.00	\$112.00	\$756.00	\$720.00								\$2,020.00	\$954.00	
Contractor Parking Sign Fees	\$0.00	\$8.00	\$0.00	\$0.00	\$0.00								\$8.00	\$0.00	
Boot Removal Fees	\$70.00	\$210.00	\$70.00	\$105.00	\$175.00								\$630.00	\$735.00	
PA. State Police/County Fines/Fees	\$269.55	\$129.50	\$207.37	\$674.58	\$457.45								\$1,738.45	\$1,882.51	
Lanc. Cnty. Clerk of Courts Fees	\$62.82	\$0.00	\$0.00	\$390.77	\$0.00								\$453.59	\$1,272.06	
Meter Violations	223	171	208	199	219								1,020	956	
Parking Outside Lines	0	0	0	0	0								0	0	
Double Parking	0	7	1	1	0								9	1	
Parking On Left Side of Street	2	2	1	4	0								9	9	
Continuous Parking 48 Hours	9	10	12	16	14								61	79	
No Parking Zone/Bus Stop	29	30	27	22	18								126	64	
Street Sweeping	0	0	511	786	715								2,012	2,230	
Parking within 20 ft Crosswalk	29	25	29	21	19								123	131	
Parking within 15 ft Fire Hydrant	8	2	9	5	3								27	18	
Parking in Front of Driveway	1	1	3	2	2								9	7	
Handicap Area	12	2	15	8	7								44	21	
Other	2	0	1	1	11								15	9	
Restitution	\$0.00	\$0.00	\$0.00	\$66.68	\$0.00								\$66.68	\$295.34	
Dog Fees	\$50.00	\$200.00	\$0.00	\$50.00	\$0.00								\$300.00	\$150.00	
Livescan Revenue	\$36.35	\$68.37	\$25.00	\$49.89	\$75.00								\$254.61	\$25.00	

COLUMBIA BOROUGH POLICE DEPARTMENT											MAY		2024					
REPORT OF MONTHLY OFFENSES																		
CLASSIFICATION OF OFFENSES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2024	2023				
													TYTD	TLYTD				
Murder & Nonnegligent Manslaughter	0	0	0	0	0								0	1				
Negligent Manslaughter	0	0	0	0	0								0	0				
Rape by Force	0	0	0	0	0								0	0				
Rape Attempt (Assault)	0	0	0	0	0								0	1				
Robbery (Firearm/Knife or Cutting Inst.)	0	0	0	0	0								0	1				
Robbery (Other Dangerous Weapon)	0	0	1	1	0								2	0				
Robbery (Strong Armed/Hands,Feet,Etc)	1	0	0	0	0								1	1				
Assault (Firearm)	2	1	0	0	0								3	4				
Assault (Knife/Cutting Instrument)	0	0	0	1	1								2	0				
Assault (Other Dangerous Weapon)	0	1	0	0	0								1	2				
Assault (Hands,Fists,Feet, Etc.)	1	2	0	2	2								7	7				
Assault (Other Not Aggravated)	8	4	9	6	10								37	39				
Burglary (Forced Entry)	1	2	1	1	0								5	5				
Burglary (Unlawful Entry/No Force)	0	0	0	0	0								0	5				
Burglary (Attempted Forced Entry)	0	0	0	0	0								0	4				
Theft (\$50 & Over)	4	9	11	12	8								44	41				
Theft (Under \$50)	11	15	3	6	12								47	15				
Auto Theft	1	0	0	1	3								5	8				
Arson	0	1	0	0	0								1	0				
Forgery & Counterfeiting	0	0	1	0	1								2	0				
Fraud	6	8	7	4	7								32	31				
Embezzlement	0	0	0	0	0								0	0				
Stolen Property (Rec., Possess., Etc.)	0	0	0	0	0								0	0				
Vandalism/Criminal Mischief	7	10	9	7	5								38	42				
Weapons (Carrying/Possess. Etc.)	2	2	3	3	1								11	6				
Prostitution & Commercial Vice	0	0	0	0	0								0	0				
Sex Offenses (Except Rape/Prostitution)	0	3	2	2	3								10	21				
Narcotic Drug Laws (Drug Abuse Viol.)	4	2	2	3	1								12	14				
Gambling	0	0	0	0	0								0	0				
Offenses Against Family & Children	3	3	5	8	6								25	13				
Driving Under The Influence	5	1	4	0	2								12	6				
Liquor Laws	0	0	0	0	0								0	1				
Drunkenness	1	0	3	1	2								7	9				
Disorderly Conduct	0	0	3	4	2								9	18				
Vagrancy	1	2	1	0	0								4	3				
All Other (Except Traffic)	40	39	44	44	37								204	220				
TOTAL MONTHLY OFFENSES	98	105	109	106	103								521	518				



LANCASTER COUNTY, PENNSYLVANIA

Borough Council Meeting
June 11, 2024

Emergency Services

- The next quarterly EMA meeting is scheduled for Thursday, June 27 at 3 pm in the Council meeting room.
- A tabletop drill to look at the issues involving the closure of the Route #462 bridge when an accident occurs on the Route #30 bridge was held on Thursday, May 16 at 9 am in the Council Meeting Room. At that time we decided to continue meeting monthly to look at the issues, resources, and potential mitigations to lessen the impact. As these drills are held, we'll expand to include the other municipalities/agencies affected.
- Working on updates to the Lancaster County Hazard Mitigation Plan to be submitted by the end of June.
- Sending out weather updates as weather events occur to those potentially affected by them (police, fire, EMS, highway department, codes, schools, elderly housing, etc.).
- Sending out PennDOT notifications on traffic changes, closures, etc. as I receive them for those that affect the local area.

COVID-19

- It doesn't appear that the restrictions will resurface. Healthcare facilities do require the use of masks again in their facilities only for those that are feeling ill. At this point, I don't expect to hear any credible chatter from PEMA or LEMA, if by chance I do I'll make the proper notifications.
- Avian Flu is affecting cattle in several states, but at this time there's been no reports of this illness in cattle in Pennsylvania.
- I'm going to remove this section from my report until it becomes relevant to include it.

Miscellaneous Information

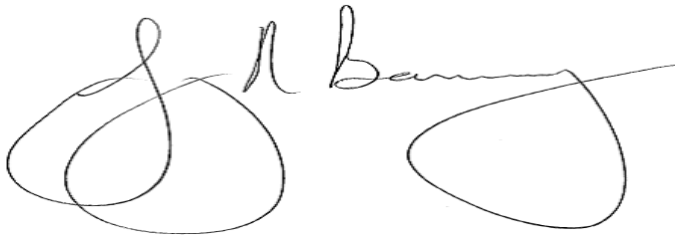
- Attended the 2-hour April EMC training session for May.

- Attended 7 hours of various classes on various topics.
- Activated the EOC for the Memorial Day Parade on Sunday, May 26. Special Thanks to Jim Ciccocioppi and Brittany Brommer for manning the EOC in my absence.
- In the process of preparing the “Thunder on the River” car show IAP.
- Prepared an IAP for the Holym Trinity Art, Craft & Yard Sale that has 110 vendors registered to prepare for any potential incident.

Acronyms

- ARPA – American Rescue Plan Act
- CASPER - Community Assessment for Public Health Emergency Response
- CBSD – Columbia Borough School District
- EMA – Emergency Management Agency
- EMC – Emergency Management Coordinator
- EMS – Emergency Medical Services
- EOC – Emergency Operations Center
- FD – Fire Department
- FEMA – Federal Emergency Management Agency
- IAP – Incident Action Plan
- LCPSTC – Lancaster County Public Safety Training Center
- LEMA – Lancaster County Emergency Management Agency
- LEPC – Local Emergency Planning Committee
- NARM – Notification and Resource Manual
- NNO – National Night Out
- OLA – Our Lady of the Angels
- PEMA – Pennsylvania Emergency Management Agency

Respectfully,

A handwritten signature in black ink, appearing to read "Jay Barninger". The signature is fluid and cursive, with a large loop at the end.

Jay Barninger, CESCO

Emergency Management Coordinator (EMC)

Life Lion LLC Monthly Report Columbia Borough

May 2024 EMS call volume

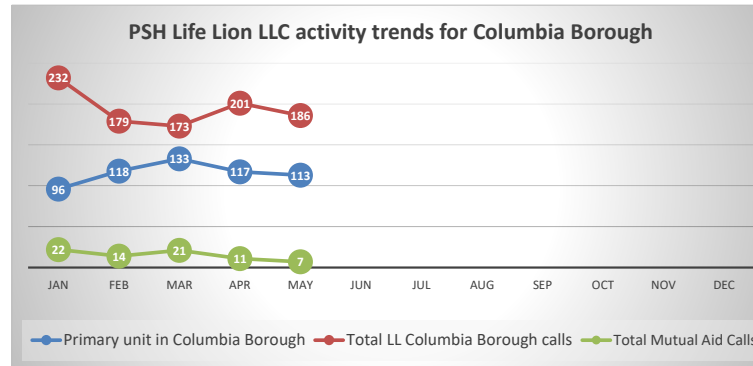
Total EMS activity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	FY total
Total Life Lion LLC calls dispatched in Columbia Borough.	232	179	173	201	186								971
Total monthly calls Columbia unit dispatched in other municipalities	96	118	133	117	113								577
Columbia Borough calls handled by other Life Lion units	84	62	86	86	75								393

Total municipal responses by primary unit assigned in Columbia Borough	Count	Pct
Columbia Borough	111	49.6
West Hempfield	38	17.0
York County	22	9.8
Manor Township	16	7.1
East Hempfield	12	5.4
Mount Joy Borough	7	3.1
Mountville Borough	6	2.7
East Donegal Township	4	1.8
Rapho Township	3	1.3
Marietta Borough	2	0.9
Lancaster Township	2	0.9
Pequea Township	1	0.4
Total	224	

Medical Call Type in Columbia Borough	Count	Pct
Sick Person	44	23.7
Fall - Injured	23	12.4
Chest Pain	17	9.1
Medical Alarm	15	8.1
Breathing Problem	12	6.5
Psychiatric - Emotional	11	5.9
Abdominal Pain	7	3.8
Back Pain	5	2.7
Convulsion	5	2.7
Hemorrhage	5	2.7
Traumatic Injured	5	2.7
Unknown EMS - Person Down	5	2.7
Unconscious Person	4	2.2
Vehicle Accident	4	2.2
Building - Dwelling	3	1.6
Heart Problem	3	1.6
Public Service - EMS	3	1.6
Assault	2	1.1
Laceration - Injured	2	1.1
Stroke - CVA	2	1.1
Allergic Reaction	1	0.5
Cardiac Arrest	1	0.5
Choking	1	0.5
Headache	1	0.5
Overdose - Poisoning	1	0.5
Person Struck	1	0.5
Preganancy - Maternity	1	0.5
Shooting	1	0.5
Stabbing	1	0.5
Total	186	

Response times primary unit assigned to Columbia Borough

Response time median (Minutes)	9:29
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Condemnation Status as of June 19, 2024

ADDRESS	REASON	STATUS	DATE OF CONDEMNATION	COMPLIANCE DATE
1081 CLOVERTON DR	Illegal Rental	Vacant	5.24.2023	6.26.2023
125 BRIDGE ST	Unsafe Structure	In progress	10.7.2023	4.8.2024
1330 MANOR ST	Fire	In progress	4.18.2023	7.18.2023
170 S FIFTH ST	Fire	In progress - <i>new owner</i>	2.1.2021	N/A
290 S FIFTH ST	Unsafe Structure	Vacant	9.14.2023	12.14.2023
447 UNION ST	Sanitation/Infestation	In progress	11.9.2023	12.11.2023
521 LOCUST ST	Fire	In progress - <i>new owner</i>	5.1.2022	1.1.2023
612 WALNUT	Sanitation/Infestation/OC	In progress	10.24.2023	1.24.2024
612 FRANKLIN ST	Sanitation/Infestation	In progress - <i>new owner</i>	12.2.2022	1.6.2023
919 SPRUCE ST	Illegal Rental	Vacant	5.30.2024	7.1.2024

CABLE FRANCHISE AGREEMENT

BETWEEN

COLUMBIA BOROUGH, PA

AND

COMCAST OF SOUTHEAST PENNSYLVANIA, LLC

With assistance from:

Cohen Law Group
413 South Main Street - Third Floor
Pittsburgh, PA 15238
Phone: (412) 447-0130
www.cohenlawgroup.org

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CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the “Agreement”) is by and between Columbia Borough, a municipality located in Lancaster County, Pennsylvania (hereinafter referred to as the “Borough”) and Comcast of Southeast Pennsylvania, LLC (hereinafter referred to as “Comcast”).

WHEREAS, pursuant to Title VI of the Communications Act, the regulations of the Federal Communications Commission (hereinafter referred to as the “FCC”) and Pennsylvania law, the Borough is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the Borough’s jurisdiction; and

WHEREAS, Comcast currently holds a cable franchise from the Borough by virtue of a cable franchise agreement dated September 13, 2004; and

WHEREAS, Comcast has requested that the Borough renew Comcast’s franchise to maintain, construct, operate, and maintain its Cable System over, under and along the aforesaid rights-of-ways for use by the Borough’s residents; and

WHEREAS, the aforesaid Public Rights-of-Way used by Comcast are public properties acquired and maintained by the Borough on behalf of the citizens of the Borough, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the Borough desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, maintain a technologically advanced Cable System, receive Franchise Fees for Comcast’s use of the Borough’s public rights-of-ways as provided by federal law, obtain the use of an educational and governmental channel, establish certain reporting requirements, provide legal protections for the Borough, and meet the current and future cable-related needs of its residents; and

WHEREAS, the Borough held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator’s past performance and identifying the Borough’s future cable-related community needs; and

WHEREAS, the Borough has determined that Comcast has the financial, legal and technical ability to provide Cable Services to Subscribers located in the Borough;

WHEREAS, the Borough has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, the Borough, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast’s franchise according to the terms and conditions contained herein;

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

SECTION 1 **DEFINITIONS**

The following terms used in this franchise shall have the following meanings:

(a) Affiliated Entity - Any persons(s) or entity(ies) who own or control, are owned or controlled by or are under common ownership or control with Comcast of Southeast Pennsylvania, LLC, but does not include Affiliated Entities that are not involved with the use, management, operation, construction, repair and/or maintenance of Comcast Corporation's cable systems.

(b) Basic Service - The service tier that includes at least the retransmission of local broadcast television signals.

(c) Cable Act - Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992 and the Telecommunications Act of 1996, as it may, from time to time, be further amended.

(d) Cable Service or Service - The one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Cable System or System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Borough but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; (5) any facilities of any electric utility used solely for operating its electric utility systems;

(f) Channel - A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by FCC regulation.

(g) Complaint - Any written (including electronic) or oral communication by a Subscriber expressing dissatisfaction with Comcast's operation of its Cable System that is within

Comcast's control and requires a corrective measure on the part of Comcast or its contractors or subcontractors.

(h) Communications Act - The federal Communications Act of 1934, as amended, and as it may, from time to time, be further amended.

(i) Drop - The coaxial or fiber optic or other cable that connects a home or building to the Cable System.

(j) Educational and Governmental (EG) Channel - An access channel that consists of local, educational and/or governmental programming.

(k) Emergency - A condition that either (1) constitutes a clear and immediate danger to the health, welfare, or safety of the public; or (2) has caused or is likely to cause the Cable system in the Public Rights-of-Way to be unusable and result in loss of the services provided.

(l) FCC - Federal Communications Commission.

(m) Force Majeure - Acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of materials or equipment; extraordinary make ready costs; partial or entire failure of utilities or other event that is reasonably beyond Comcast's ability to anticipate or control.

(n) Franchise - The authorization granted by the Borough to construct, operate and maintain a Cable System within the corporate limits of the Borough as embodied in the terms and conditions of this Agreement.

(o) Franchise Fee - The fee that Comcast remits to the Borough pursuant to Section 622 of the Cable Act, 47 U.S.C. §542, and Section 6.1 of this Agreement.

(p) Gross Revenues - All revenue received by Comcast or its Affiliated Entities arising from, attributable to, or in any way derived from the operation of Comcast's Cable System in the Borough to provide Cable Services, as calculated in accordance with generally accepted accounting principles ("GAAP"). Gross Revenues shall include, but are not limited to, the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any Cable Service tier other than Basic Service;
- (3) fees charged for premium Cable Services;
- (4) fees for all digital video tiers;
- (5) fees for video-on-demand;

- (6) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;
- (7) revenue from the provision of any other Cable Services;
- (8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Cable Service.
- (9) fees for changing any level of Cable Service programming;
- (10) fees for service calls pertaining to Cable Services;
- (11) inside wire maintenance fees for Cable Services;
- (12) service plan protection fees for Cable Services;
- (13) convenience fees;
- (14) early termination fees on Cable Services;
- (15) fees for Leased Access Channels;
- (16) charges based on the sale or lease of any portion of the Cable System for Cable Service;
- (17) rental or sales of any and all equipment, including converters and remote control devices;
- (18) advertising revenues attributable to the local Cable System and Cable Services;
- (19) revenues or commissions from locally-derived home shopping channels;
- (20) broadcast retransmission fees;
- (21) regional sports fee;
- (22) late payment fees on Cable Services;
- (23) billing and collection fees on Cable Services;
- (24) NSF check charges; and
- (25) Franchise Fees.

Gross Revenue shall not include refundable deposits, investment income, programming launch support payments, nor any taxes, or other fees or assessments imposed or assessed by any governmental authority. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with generally accepted accounting principles, provided however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in the Gross Annual Revenues in the period so collected. In the event of any dispute over the classification of revenue, the Borough and Comcast agree that reference should be made to generally accepted accounting principles (“GAAP”) as promulgated and defined by the Financial Accounting Standards Board (“FASB”).

(q) HD - High definition format.

(r) Leased Access or Commercial Access Channel - Any channel on Comcast’s Cable System designated for use by any entity that is unaffiliated with Comcast pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.

(s) Multiple Dwelling Units or MDU’s - Any building, buildings or area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for three (3) or more households.

(t) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(u) Normal Operating Conditions - Business conditions within Comcast's service department which are within the control of Comcast. Those conditions that are not within the control of Comcast include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions or other conditions of Force Majeure.

(v) Outlet - An interior receptacle that connects a television set to the Cable System.

(w) Public Buildings - shall mean the Borough Building, police stations, fire companies, public works buildings, and water and sewer authorities. Public Buildings shall not include buildings owned by the Borough but leased to third parties, or buildings, such as storage facilities, at which government employees are not regularly stationed, or to facilities used by a private service provider, such as a private ambulance company.

(x) Public Rights-of-Way - The surface and the area across, in, over, along, under and upon the public streets, roads, lanes, avenues, alleys, sidewalks, bridges, highways and other rights-of-way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Borough.

(y) Programming - Any video or audio signal carried over the Cable System that is generally considered comparable to programming provided by a television broadcast station.

(z) Service Interruption - The loss of picture or sound on all Cable Service channels.

(aa) Subscriber - A person or entity who contracts with Comcast for, and lawfully receives, the video signals and Cable Services distributed by the Cable System.

SECTION 2

GRANT OF FRANCHISE

2.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Pennsylvania law, the Borough hereby grants a non-exclusive and revocable franchise to Comcast. Subject to the terms and conditions contained herein, the Borough hereby grants to Comcast the authority to construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other equipment as is necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, including property over which the Borough has a sufficient easement or right-of-way to provide Cable Services. Nothing herein shall preclude Comcast from offering any other service over the Cable System as may be lawfully allowed.

2.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of ten (10) years commencing on the date when fully executed by both parties (the “Effective Date”), unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

2.3 REPRESENTATIONS AND WARRANTIES

(a) Comcast represents, warrants and acknowledges that, as of the Effective Date:

(1) Comcast is duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania;

(2) Comcast has the requisite approval from the applicable federal and state agencies;

(3) There is no action or proceeding pending or threatened against Comcast which would interfere with its performance or its ability to perform the requirements of this Agreement;

(4) Pursuant to Section 625(f) of the Cable Act, as of the Effective Date, the performance of all terms and conditions in this Agreement is commercially practicable.

2.4 NON-EXCLUSIVITY

This Franchise granted to Comcast shall be non-exclusive. Nothing in this Agreement shall affect the right of the Borough to grant other Franchises to construct, operate or maintain a Cable System.

2.5 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal, state and generally applicable local laws and regulations. This Franchise is further subject to all generally applicable ordinances and resolution of the Borough. Without waiving any of its rights, the Borough agrees that, to the extent any term of this Agreement is inconsistent with the terms of any Borough cable franchise ordinance existing as of the Effective Date, this Agreement shall control.

2.6 COMPETITIVE EQUITY

(a) Comcast acknowledges and agrees that the Borough reserves the right to grant one or more additional franchises to construct, operate, and maintain a Cable System within the Borough.

(b) The Franchise granted to Comcast is non-exclusive; however, if the Borough grants a subsequent franchise or other authorization to provide similar wired video services, that, when

taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent provider than this Agreement is to Comcast, then Comcast may request an amendment to this Agreement to provide Comcast with competitive equity. If, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise is more favorable or less burdensome, then the Borough and Comcast shall enter into good faith negotiations in order to modify this Agreement to the mutual satisfaction of both parties to provide Comcast with such competitive equity.

(c) In the event an application for a new Franchise for Cable Service is submitted to the Borough proposing to serve Subscribers within the Borough, then the Borough shall notify Comcast in writing of the submission of the application.

SECTION 3

SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 TECHNICAL REQUIREMENT

(a) Comcast shall operate, maintain, construct and extend the Cable System so as to offer Cable Services throughout all parts of the Borough where the density requirements of Section 3.2 are met. The Cable Service provided by the Cable System shall be delivered in accordance with applicable FCC standards and the Cable Act. The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the Commonwealth of Pennsylvania and the generally applicable laws, ordinances and construction standards of the Borough.

(b) Stand-by power at the headend(s) shall be provided in the event of a service interruption. Stand-by power must activate automatically upon the failure of commercial utility power.

3.2 AREA TO BE SERVED

(a) Comcast shall make Cable Service available to every dwelling occupied by a person requesting Cable Service provided that Comcast is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Comcast shall extend the Cable System beyond that which exists on the Effective Date into all areas within the Borough, unserved by another wireline video provider, where there is a minimum of twenty-five (25) dwelling units per linear plant mile of aerial cable and fifty (50) dwelling units per underground mile of cable, calculated from the end of the main distribution line from which a usable Cable Service signal can be obtained. For purposes of this section, a home shall only be counted as a "dwelling unit" if such home is within two hundred seventy-five (275) feet of the nearest distribution pole line within the public right of way. Upon written request from the Borough, Comcast shall conduct a survey to determine the number of dwelling units in the requested area and shall inform the Borough of the survey results and applicable costs to extend Service to the area. In those areas meeting the minimum density standard, Comcast shall

commence construction within ninety (90) days after all necessary permits and pole attachment licenses are obtained. Subject to Force Majeure, Comcast will make best efforts to complete the construction of said extension within six (6) months from the issuance of all necessary permits and pole attachment licenses. Comcast's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities, weather permitting.

(b) Any dwelling unit within one hundred twenty-five (125) feet aerial distance from the main distribution line shall be entitled to a standard installation rate. For any dwelling unit in excess of one hundred twenty-five (125) feet or that requires an underground installation, Comcast shall extend the Cable Service if the Subscriber pays Comcast the actual cost of installation from its main distribution system with such cost being only the incremental portion beyond one hundred twenty-five (125) feet for aerial installations.

(c) The Borough has the authority to require Comcast to place wires and/or equipment underground, provided that the Borough imposes such requirement on all similarly situated entities. All installations of wires and/or equipment by Comcast shall be underground in those areas of the Borough where the wires and/or equipment of similarly situated entities (i.e. telephone and electric utilities) are underground; provided, however, that such underground locations are capable of accommodating Comcast's facilities without technical degradation of the Cable System's signal quality. Comcast shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals.

(d) In the event that public or private funds are made available to pay for such underground projects, Comcast shall be included by the Borough for such funds, if permitted to do so under applicable law. In the event that Comcast is required to place existing aerial plant underground, Comcast reserves its right to pass any remaining costs in excess of any such available public or private funds through to Subscribers if and to the extent allowed by applicable law.

3.3 CABLE SYSTEM SPECIFICATIONS

(a) Comcast has designed, constructed, and shall maintain a Cable System that has been built for digital television standards.

(b) Comcast reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild, upgrade, redesign or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System as set forth in Section 3.1.

3.4 SYSTEM TESTS

(a) Comcast shall be responsible for ensuring that its Cable System is designed, installed and operated in a manner that fully complies with applicable FCC technical standards. Upon a showing of a pattern of Subscriber Complaints regarding signal quality or a determination of non-compliance related to signal quality through a compliance review under Section 5.2 herein,

Comcast, upon written request by the Borough, shall perform applicable tests to determine compliance with FCC technical standards. Comcast shall provide a report to the Borough within thirty (30) days of completion of a Borough-requested test that describes the results of the test. If any test under this Section indicates that the Cable System fails to meet applicable FCC requirements, Comcast shall take such corrective measures as are necessary to correct any failure and to prevent their recurrence as far as is possible.

(b) Upon sixty (60) days' written request to Comcast, the Borough may inspect the Cable System at any time to ensure compliance with this Agreement and applicable law, including to ensure that the Cable System is constructed and maintained in a safe condition. The Borough reserves the right, upon at least sixty (60) days' written notice to Comcast, to conduct a technical audit of the Cable System.

3.5 EMERGENCY ALERT SYSTEM

Comcast shall comply with the Emergency Alert System requirements of the FCC.

3.6 SERVICES FOR SUBSCRIBERS WITH DISABILITIES

Comcast shall comply with all applicable federal regulations, including the Communications Act of 1934, as amended, that ensure the provision of Cable Services and related equipment are accessible to and usable by persons with disabilities.

3.7 SERVICE TO MULTIPLE DWELLING UNITS ("MDU's")

Comcast and the Borough hereto acknowledge and agree that installation and provision of Cable Service to MDU's are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and Comcast, which negotiations shall be conducted in accordance with the procedures set forth in the Cable Act, as amended, applicable FCC regulations and applicable Pennsylvania law.

3.8 REPAIRS AND RESTORATION

(a) Whenever Comcast or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private property, the same shall be replaced and the surface restored in as reasonably good condition as before the disturbance within twenty (20) business days of the completion of the disturbance, weather permitting. Upon failure of Comcast to comply within the time specified and the Borough having notified Comcast in writing of the restoration and repairs required, the Borough may cause proper restoration and repairs to be made and the expense of such work shall be paid by Comcast upon demand by the Borough.

(b) Whenever Comcast or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the Borough if required for the proper installation, operation and maintenance of such equipment, cable, or wires.

Comcast shall promptly repair and restore any public or property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within twenty (20) business days, weather permitting.

(c) Comcast's operation, construction, repair and maintenance personnel, including all contractors and subcontractors, shall be trained in the use of all equipment and the safe operation of vehicles. Such personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the Cable System shall be inspected in accordance with such applicable federal, state and local laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operating and maintenance personnel. Comcast shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Borough or any public utility serving the Borough.

(d) Should a public safety emergency occur as a result of, incident to, or connected with operation, construction, repair, or maintenance activities by Comcast personnel, including all contractors and subcontractors, then such personnel shall immediately contact the applicable public safety emergency dispatcher (e.g. 9-1-1).

(e) Whenever Comcast or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Pennsylvania One Call System prior to any such disturbance. Comcast shall adhere to any additional undergrounding requirements which the Commonwealth may establish in the future. Comcast shall adhere to all requirements of the Pennsylvania Underground Utility Line Protection Act.

(f) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Borough, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair in accordance with customary industry standards and practices.

3.9 SERVICE AREA MAPS

Upon thirty (30) days written request, Comcast shall permit the Borough to view a complete set of Comcast service area strand maps of the Borough on which shall be shown those areas in which facilities exist and the location of streets. The strand maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Such viewing by Borough officials shall be at a mutually agreed time and location. Should the Borough wish to obtain such strand maps of the Borough for its exclusive use, Comcast shall provide such maps within thirty (30) days of a written request, but no more than once annually and only after the Borough and Comcast have executed a non-disclosure agreement as such maps are confidential and proprietary pursuant to Section 5.1 of this Agreement.

3.10 DISCONNECTION AND RELOCATION

(a) Comcast shall, at no cost to the Borough, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other

public way or place, any of its property as required by the Borough or its designee by reason of traffic conditions, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure, or any other reason related to public health, safety and welfare.

(b) In requiring Comcast to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Borough shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity utilizing the Public Rights of Way, including with respect to potential reimbursement of costs.

3.11 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at any time, in case of fire or other disaster in the Borough, it shall be necessary, in the reasonable judgment of the Borough or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the Borough shall have the right to do so without cost or liability, provided that, wherever possible, the Borough shall give Comcast notice and the ability to relocate wires, cable or other equipment.

(b) In cutting or moving any of the wires, cable or equipment of the Cable System in the event of fire or other disaster, the Borough shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity.

3.12 TREE TRIMMING

(a) Comcast, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Comcast. Any such tree trimming shall only be performed in accordance with applicable laws and regulations.

(b) If Comcast or its agents, including contractors and subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and/or maintenance of its equipment, it shall apply to the Borough for permission, with the exception of Emergency situations as defined in Section 1(k), and if permission is granted, shall perform such cutting and removal in accordance with the regulations of the Borough.

3.13 CHANNEL CAPACITY

Comcast shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by applicable federal and state law and regulations.

3.14 BROADCAST CHANNELS

To the extent required by federal law, Comcast shall provide all Subscribers with Basic Service including, but not limited to: a) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; b) the signals of qualified non-commercial

educational television signals carried in fulfillment of the requirements of Section 615 of the Cable Act; and c) any Educational and Governmental Channel pursuant to Section 611 of the Cable Act. All such signals shall be delivered to Subscribers in accordance with FCC technical specifications.

3.15 SIGNAL SCRAMBLING

Comcast shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

3.16 CONTINUITY OF SERVICE

Subscribers shall continue to receive Cable Service from Comcast provided their financial and other obligations to Comcast are honored. Subject to Force Majeure provisions in Section 9.1, Comcast shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Comcast shall use its best efforts to interrupt service only during periods of minimum use. When necessary service interruptions of more than twenty-four (24) hours can be anticipated, Comcast shall notify Subscribers in advance of such service interruption along with providing Subscribers with a pro-rata credit for the time of such service interruption.

SECTION 4 SUBSCRIBER SERVICE STANDARDS

4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

(a) Comcast shall provide and maintain a toll free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to Subscriber telephone inquiries during Normal Business Hours. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(b) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a Subscriber representative, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time, measured on a quarterly basis. Under Normal Operating Conditions, the Subscriber shall receive a busy signal less than three percent (3%) of the time.

(c) Comcast will not be required to perform surveys to measure compliance with the telephone answering standards above unless a historical record of Complaints indicates a clear failure to comply. If the Borough determines, after receiving Complaints itself and/or receiving a record of Complaints made to Comcast in accordance with Sections 4.5 and/or 5.7(a), that there is a clear failure to comply with the telephone answering requirements above, the Borough shall

notify Comcast in writing that it must measure its compliance with these requirements for the next three months and report to the Borough the results of such monthly average measurements.

4.2 INSTALLATIONS AND SERVICE CALLS

(a) Comcast shall maintain a staff of employees sufficient to provide adequate and prompt service to its Subscribers. Comcast shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Comcast employee or agent, including any subcontractor, shall prominently display the Comcast or Xfinity logo.

(b) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those aerial installations that are located up to one hundred twenty-five (125) feet from the existing main distribution line.

(c) Upon scheduling of appointments with the Subscriber for installations, service calls and other activities, Comcast shall provide the Subscriber with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Comcast may schedule service calls and installation activities outside of Normal Business Hours at a time that is convenient for the Subscriber.

(d) Comcast may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the Subscriber must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the Subscriber.

4.3 NOTICES

(a) In accordance with applicable federal law, Comcast shall provide written information to each Subscriber upon initial subscription, and at least annually to Subscribers and at any time upon request, regarding each of the following areas:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Channel positions of programming carried on the Cable System;
- (4) Installation and service maintenance policies;
- (5) Instructions on how to use the Cable Service and any converters;
- (6) Billing and Subscriber complaint procedures;

(7) A notice of Subscriber privacy rights as required by federal law.

(b) In accordance with applicable law, Comcast shall notify Subscribers and the Borough in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes provided that such change is within the control of Comcast. Comcast shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, Franchise Fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the Commonwealth of Pennsylvania or the Borough on the transaction between Comcast and the Subscriber. Advance notice is not required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the customer.

(c) The written notices required by this section may be provided electronically as permitted by 47 C.F.R. § 76.1600.

4.4 BILLING

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, and shall include all applicable service tiers, equipment charges and any installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.

(b) The Borough hereby requests that Comcast omit the Borough's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

4.5 SUBSCRIBER COMPLAINT PROCEDURES

Comcast shall establish clear written procedures for resolving all Subscriber Complaints, which shall include at least the following:

(a) Comcast shall provide the Subscriber with a written response to a written Complaint within thirty (30) days of its receipt at the local business office. Such response shall include the results of its inquiry into the subject matter of the Complaint, its conclusions based on the inquiry, and its decision in response to the Complaint.

(b) If the Borough is contacted directly about a Subscriber Complaint, it shall notify Comcast promptly and in writing. When Comcast receives such notification, Comcast shall respond in writing within the time period specified in Section 4.5(a).

(c) Any Subscriber who, in good faith, disputes all or part of any bill sent by Comcast has the option of withholding the disputed amount, without a late fee or disconnection, until Comcast has investigated the dispute in good faith and has made a determination that the amount is owed provided that:

(1) The Subscriber provides a written Complaint to Comcast in a timely fashion and includes identifying information;

(2) The Subscriber pays all undisputed charges;

(3) The Subscriber cooperates in determining the appropriateness of the charges in dispute; and

(4) It shall be within Comcast's sole discretion to determine when the dispute has been resolved.

(d) In accordance with applicable law, Comcast shall maintain Subscriber Complaint records for inspection by the affected Subscriber, which shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution.

4.6 DISCONNECTION

Comcast may disconnect or terminate a Subscriber's service for cause:

(a) If at least thirty (30) days have elapsed from the due date of the bill that the Subscriber has failed to pay; and

(b) If Comcast has provided at least ten (10) days' notice to the affected Subscriber prior to disconnection, specifying the effective date after which Cable Services are subject to disconnection; and

(c) If there is no pending written dispute with Comcast regarding the bill; or

(d) If at any time and without notice, Comcast determines in good faith that the Subscriber has tampered with or abused Comcast's equipment or service, is engaged in theft of Cable Service or has exhibited violent or threatening behavior toward its employees.

4.7 SERVICE INTERRUPTIONS

(a) Excluding conditions beyond its control, Comcast shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the Service Interruption becomes known and shall pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Comcast. All other service calls not affecting public health, safety or welfare shall occur within a maximum of forty-eight (48) hours after notice to Comcast or scheduled at the convenience of the Subscriber.

(b) In the event that there is a Service Interruption to any Subscriber for six (6) or more consecutive hours and upon receipt of written or credible oral request, Comcast shall grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during

the next consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

4.8 PRIVACY

Comcast shall comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations. Comcast shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personally-identifiable Subscriber information is handled and protected strictly in accordance with this policy and all applicable laws and regulations.

SECTION 5 **REGULATION BY THE BOROUGH**

5.1 RIGHT TO INSPECT AND PROTECTION OF PROPRIETARY INFORMATION

(a) The Borough shall have the option, upon thirty (30) business days' written notice and during Normal Business Hours, to inspect at the notice location for Comcast specified in Section 9.3, all documents, records and other pertinent information maintained by Comcast which relate to the terms and conditions of this Agreement for the purpose of verifying compliance with the terms and conditions of this Agreement and applicable law.

(b) In addition, Comcast shall maintain for inspection by the public and the Borough all records required by the FCC and as specified in 47 C.F.R. § 76.305 in the manner specified therein.

(c) Notwithstanding anything to the contrary set forth herein, all information specifically marked by Comcast as proprietary or confidential in nature and furnished to the Borough or its designated representatives shall be treated as confidential by the Borough so long as it is permitted to do so under applicable law. Representatives and/or agents of the Borough may be requested to execute a non-disclosure agreement prior to the provision by Comcast of certain confidential information, provided such representatives and/or agents are permitted to do so under applicable law. Information and documentation marked by Comcast as proprietary or confidential shall include a brief written explanation as to its proprietary nature or confidentiality subject to review by the Borough. The Borough and its officially designated representatives agree in advance to treat any such information or records which Comcast reasonably deems would provide an unfair advantage for Comcast's competitors (e.g. system design maps, engineering plans, programming contracts, etc.) as confidential so long as permitted to do so under applicable law and only to disclose it to Borough employees, agents, or representatives who have a need to know or in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the Borough acting in their official capacity for information related to the franchise and marked by Comcast as confidential and/or proprietary, the Borough shall timely notify Comcast of such request and shall cooperate with Comcast in protecting its proprietary and confidential information to the extent permitted by applicable law. Comcast shall not be required to provide Subscriber information in violation of

Section 631 of the Cable Act, or information which is not relevant to regulation of the franchise (e.g. employee files, tax returns, etc.).

5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

Not more than twice during the term of this Agreement, the Borough or its representatives may conduct a full compliance review with respect to whether Comcast has complied with the material terms and conditions of this Agreement so long as it provides Comcast with forty-five (45) days written notice in advance of the commencement of any such review. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is (are) under review, so that Comcast may organize the necessary records and documents for appropriate review by the Borough. Within thirty (30) days of a written request, Comcast shall provide the Borough with copies of records and documents related to the cable compliance review. The period for any such review shall be for not more than the sixty (60) months immediately previous to the notice. The Borough shall promptly inform Comcast in accordance with Section 8.1 of any alleged non-compliance issues that result from the compliance review.

5.3 RESERVED AUTHORITY

The Borough reserves the regulatory authority arising from the Cable Act and any other applicable federal or state laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the Borough's authority, rights and privileges it now holds, or which hereafter may be conferred upon it, including any right to exercise its police powers in the regulation and control of the use of the Public Rights-of-Way.

5.4 POLICE POWERS

Comcast's rights under this Agreement are subject to the police powers of the Borough to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement. If the Borough's exercise of the police power results in a material alteration of the terms and conditions of this Agreement, then the parties shall negotiate amendments in good faith to this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects on Comcast of the material alteration.

5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

Nothing in this section or in this Agreement shall be construed to limit the authority of the Borough to impose any tax, fee or assessment of general applicability. Such taxes, fees or assessments shall be in addition to Franchise Fees.

5.6 PERMITS

Comcast shall apply to the Borough for all generally-applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit, the issuance of which shall not be unreasonably withheld by the Borough. Comcast shall

not be required to obtain permits for Cable Service drops for individual Subscribers or for servicing or installation of pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Comcast shall pay any and all required permit fees.

5.7 REPORTING

In addition to the other reporting requirements contained in this Agreement, upon written request, Comcast shall provide the following reports to the Borough:

(a) Subscriber Complaint Reports

Within thirty (30) days of a written request and no more than once per year, Comcast shall submit to the Borough a report showing the number of Complaints, as defined in Section 1(g), that required a service call, originating from the Borough and received during the previous 12-month reporting period, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved and summary descriptions of the resolutions.

In addition, and upon written request, Comcast shall provide a report containing at least the following statistical information for the previous 12-month period:

- (1) Number of repair service requests received;
- (2) Breakdown by type of complaint received (i.e. complete outage, snowy picture, etc.);
- (3) Breakdown by cause of problem (i.e. subscriber equipment, drop/converter, system, etc.);
- (4) Number of known service interruptions in excess of 30 minutes and the approximate length of time of each such interruption

(b) Government Reports

Comcast shall provide to the Borough, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Comcast has submitted to any federal, state or local regulatory agencies if such documents relate specifically to Comcast's Cable System within the Borough. Comcast shall provide copies of such documents no later than thirty (30) days after their request.

SECTION 6
COMPENSATION TO THE BOROUGH

6.1 FRANCHISE FEES

Comcast shall pay to the Borough an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the Borough. Comcast shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability, unless required by law. The Borough may amend the Franchise Fee upon written notice to Comcast provided that the Franchise Fee may not exceed the maximum percentage permitted by law. A copy of the Resolution or Ordinance authorizing the Franchise Fee rate adjustment by the Borough shall accompany such written notice. Any change in Comcast's Franchise Fee obligation contained herein shall commence within ninety (90) days from such written notice.

6.2 QUARTERLY PAYMENTS

Franchise Fee payments to the Borough under this provision shall be computed at the end of each calendar quarter. Such payments shall be made within forty-five (45) days following the end of each of the first three calendar quarters and sixty (60) days after the fourth calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and March 1 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate, as published by the Wall Street Journal, shall be added to the amount of Franchise Fee revenue due to the Borough. The interest rate shall be applied as described from the date such Franchise Fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the Borough may have for additional sums payable under this Agreement. Upon request and if mutually agreeable, Comcast shall deposit the Franchise Fee payments electronically into an account as designated by the Borough.

6.3 QUARTERLY REPORTS

Within ten (10) days of each Franchise Fee payment described in Section 6.2 above, Comcast shall provide a written report containing an accurate statement of Comcast's Gross Revenues received for Cable Services for each calendar quarter in connection with the operation of Comcast's Cable System and showing the basis for the computation of fees. Specifically, the report shall contain line items for sources of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Comcast.

6.4 FRANCHISE FEE REVIEW

Not more than twice during the franchise term, the Borough shall have the right to conduct a Franchise Fee review or audit of Comcast's records reasonably related to the sources, amounts and computation of Gross Revenues. Any such Franchise Fee review or audit shall occur within

sixty (60) months from the date the Borough receives such payment, after which period any such payment shall be considered final. Within thirty (30) days of a written request, Comcast shall provide the Borough with copies of financial records related to the Franchise Fee review or audit.

(a) In the event of an alleged underpayment, the Borough shall provide Comcast with a written statement indicating the basis for the alleged underpayment. If the Franchise Fee review or audit reveals that there have been no underpayments, the Borough shall provide written notice to Comcast indicating that no underpayments were found and that the Franchise Fee review is closed. Comcast shall have thirty (30) days from the receipt of the statement regarding an alleged underpayment to provide the Borough with any written objection to the results of the Franchise Fee review, including any substantiating documentation. Based on this exchange of information, the Borough shall make a final determination of the underpayment(s), if any, within thirty (30) days of Comcast's objection and shall provide Comcast with written notice of the determination. If Comcast disputes the Borough's final determination, it may submit the dispute to mediation or arbitration within thirty (30) days of receiving the Borough's written notice of determination. In the event that Comcast fails to submit the matter to mediation or arbitration within the required time period, the Borough's final determination shall be binding on Comcast.

(b) Any Franchise Fee payment due to the Borough as a result of the Franchise Fee review shall be paid to the Borough by Comcast within forty-five (45) days from the date the Borough notifies Comcast of its final determination, or if the matter is submitted to mediation or litigation, within forty-five (45) days from the final disposition of such action. If the Franchise Fee review shows that Franchise Fees have been underpaid, then Comcast shall pay the underpaid amount plus interest from the due date equal to the then-current prime rate of interest as published in *The Wall Street Journal* on the underpayment amount. If Franchise Fees have been underpaid by five percent (5%) or more, then Comcast shall also pay up to three thousand dollars (\$3,000) of documented out-of-pocket costs of the Franchise Fee review. Any entity employed by the Borough that performs an audit or franchise fee review shall not be permitted to be compensated on a success based formula, e.g. payment based upon underpayment of fees, if any.

6.5 BUNDLED SERVICES

All revenue earned from bundled services shall be allocated to Cable Service and non-Cable Service in accordance with generally accepted accounting principles (GAAP). It is understood that in some cases equipment and other non-service charges may be allocated at full retail price due to requirements related to sales taxes or similar tax requirements. To the extent such allocations are discretionary or otherwise not addressed by GAAP, allocations of revenue from such bundles shall not be structured for the purpose of evading franchise fees applicable to Cable Services.

SECTION 7
SERVICES TO THE COMMUNITY

7.1 SERVICES TO COMMUNITY FACILITIES

(a) Comcast shall provide a Cable Service drop and Basic Service with any necessary cable box to one outlet at each Public Building listed in Exhibit A. In accordance with applicable law, Comcast will charge the fair market value for each such account, which fair market value shall match the then-current rate card for the level of service provided. Comcast shall notify the Borough in writing regarding the amount of the monthly service fee for each account based on fair market value. The Borough shall then notify Comcast, within thirty (30) days of receiving the notice from Comcast, whether it wishes the amount due each month to be invoiced for payment or deducted from the next franchise fee payment. The Borough may upgrade the level of Cable Service received at then current rate card prices for the higher level of service. The Borough may also elect in writing not to receive the service, in which case it will not be invoiced and no deduction will be taken from the Franchise Fee.

(b) In the event the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act is reversed on appeal as to the issue of complimentary Cable Services as in-kind contributions in a cable franchise and such result becomes final, within thirty (30) days of the result becoming final, Comcast will discontinue the charge for Basic Service for the Public Building locations listed in Exhibit A and provide such service on a complimentary basis. Any additional levels of Cable Service, outlets, or service locations ordered by the Borough shall continue to be subject to standard rates.

(c) During the term of the Franchise, the Borough may change a Public Building location listed in Exhibit A upon 90-days written notice to Comcast, provided that the new location is within 125 feet of existing Comcast cable distribution plant.

7.2 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL

(a) Comcast shall make available to the Borough the use of one (1) Educational and Governmental ("EG") Access Channel(s) in accordance with Section 611 of the Cable Act. Such EG Channel(s) shall be used for community programming related to educational and/or governmental activities. The Borough shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channel(s), and may delegate such functions, or a portion of such functions, to a designated access provider. Comcast shall not exercise any editorial control over EG Channel programming. Comcast shall cablecast the activated EG Channel so that they may be received by all Comcast Subscribers in the Borough.

(b) To enable the Borough to utilize the EG Channel, Comcast shall continue to maintain direct fiber links, including activation equipment capable of transmitting high quality video and audio between the video origination location and the Comcast headend such that live programming can originate from this selected location and be distributed via the Cable System to Subscribers in the Borough. This fiber link and equipment shall be collectively known as the

“Return Line.” Comcast shall determine the engineering solution necessary to allow distribution of the EG Channel programming, via the Cable System, to Subscribers in the Borough.

(c) Comcast shall be responsible for maintaining the Return Line(s) to the origination site(s) of the EG Channel(s) so long as the Borough provides Comcast with access to such location and access to the EG Channel equipment within such locations. Comcast shall provide, install and maintain in good working order the equipment and the cable necessary for transmitting the signal to the channel aggregation site for further processing and distribution to Subscribers. Comcast shall maintain the EG Channel in accordance with the same FCC technical specifications that are comparable to the specifications used to maintain commercial channels transmitted to Subscribers on the Cable system, except that it shall not be responsible for the technical signal quality of programming produced by any EG channel programmer.

(d) Any expenditure made in connection with the construction of the Return Line shall be at the expense of the Borough. The Borough and Comcast further agree that all costs incurred by Comcast for supporting such EG Channel, including any and all equipment, and EG capital support grants may be designated as “costs of franchise requirements” or “external costs” as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers pursuant to federal law.

(e) The Borough or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the EG channel. The Borough and Comcast agree to work cooperatively in implementing the EG channel through such means and in such manner as shall be mutually satisfactory.

(f) Within one hundred eighty (180) days of a written request by the Borough, Comcast shall, at the Borough’s expense, relocate the EG origination site and the associated Return Line as follows: (i) Comcast’s obligation shall be subject to the same terms and conditions that apply to the original EG origination site in this Section; and (ii) the Borough shall provide access to such site at least ninety (90) days prior to anticipated use of the new EG origination site. The timeline for relocation of the EG origination site shall be subject to the timely granting of any and all required permits, walk-out, make ready, and the detection of all underground utilities.

(g) In the event the Borough or its designee does not program any EG Channel, Comcast may request the use of this channel subject to written approval by the Borough. If the Borough approves Comcast’s use of an EG Channel and, subsequent to such approval, the Borough requests the utilization of the EG Channel being programmed by Comcast, Comcast shall relinquish such use no later than sixty (60) days after receipt of written notification from the Borough that it requires such channel for educational and/or governmental use.

(h) Comcast shall use its best efforts to maintain the channel assignments for the current EG Channel(s) as of the Effective Date. Notwithstanding the foregoing, in the event that Comcast deems a change in any EG Channel assignment to be necessary and changes any channel assignment in accordance with this Section, Comcast shall provide the Borough thirty (30) days advance written notice of any change in EG Channel assignments.

SECTION 8
ENFORCEMENT, INSURANCE AND INDEMINIFICATION

8.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the Borough has reason to believe that Comcast violated any material provision of this Agreement, it shall notify Comcast in writing of the nature of such violation and the section(s) of this Agreement that it believes has been violated and the details relating thereto. The person providing such notice shall do so pursuant to the requisite authority of the Borough.

(b) Comcast shall have forty-five (45) days to cure such violation after written notice is received by taking reasonable steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within forty-five (45) days, the period of time in which Comcast must cure the violation shall be extended by the Borough in writing for such additional time necessary to complete the cure, provided that Comcast shall have promptly commenced to cure and is taking reasonable steps to complete the cure in the reasonable judgment of the Borough.

(c) If the violation has not been cured within the time period allowed under Section 8.1(b) and, in the Borough's judgment, Comcast has not taken reasonable steps to cure the violation, then the Borough may deem that Comcast is liable for liquidated damages and/or any other right or remedy in accordance with this Section 8.

8.2 LIQUIDATED DAMAGES

(a) Because Comcast's failure to comply with the material terms of this Agreement may result in harm to the Borough and because it will be difficult to measure the extent of such injury, the Borough may assess liquidated damages against Comcast in the amount of Two Hundred Fifty Dollars (\$250.00) per day for each day the violation continues, provided Comcast has had an opportunity to cure in accordance with Section 8.1(b). Such damages shall not be a substitute for specific performance by Comcast, but shall be in addition to such specific performance.

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the Borough. Liquidated damages may not be assessed for a time period exceeding one hundred and twenty (120) days per violation. The Borough may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction after the assessment of liquidated damages or in lieu of liquidated damages. With respect to liquidated damages assessed, all similar violations or failures resulting from the same factual events affecting multiple Subscribers shall be assessed as a single violation.

8.3 REVOCATION

(a) In addition to the other rights, powers and remedies retained by the Borough under this Agreement, the Borough reserves the separate and distinct right to revoke this Franchise if:

(1) It is demonstrated that Comcast practiced any fraud or deceit upon the Borough in the operation of its Cable System or any other activities pursuant to this Agreement;

(2) Comcast repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 3.1;

(3) Comcast repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement;

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Comcast or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 9.1. Comcast shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the Borough Council after an appropriate public hearing that shall afford Comcast due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Pennsylvania. All notice requirements shall be met by providing Comcast at least thirty (30) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this Franchise. Such notice shall state the grounds for revocation. The Borough, after a public hearing and upon finding the existence of grounds for revocation, may either declare this Franchise terminated or excuse such grounds upon a showing by Comcast of mitigating circumstances or good cause for the existence of such grounds. The Borough shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to Comcast. If Comcast appeals such determination to an appropriate court, the revocation shall be stayed.

8.4 PERFORMANCE BOND

(a) Comcast shall obtain and maintain, throughout the term of this Agreement, at its sole cost and expense, a performance bond with a surety company licensed to do business in the Commonwealth of Pennsylvania to ensure Comcast's faithful performance of its obligations. The performance bond shall provide that the Borough may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the Borough for Comcast's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 8.1 and 8.2.

(b) The performance bond shall be in the amount of Twenty-Five Thousand Dollars (\$25,000). Comcast shall not reduce, cancel or materially change said bond from the requirement contained herein without the express prior written permission of the Borough.

8.5 INSURANCE

(a) Comcast shall obtain and maintain, in full force and effect, at its sole cost and expense, during the Franchise term, the following minimum insurance coverage with an insurance company that is authorized to conduct business in Pennsylvania and which has an A.M. Best rating (or equivalent) no less than A-minus VII, indemnifying the Borough from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable system by Comcast or any of its contractors, subcontractors, agents or employees in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one (1) occurrence.

(2) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000).

(3) The amount of such insurance for excess liability shall be Three Million Dollars (\$3,000,000) in umbrella form.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles shall be One Million Dollars (\$1,000,000) combined single limit per occurrence.

(b) The Borough, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 8.5.

(c) Comcast shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8.5 and without submitting insurance certificates to the Borough verifying that Comcast has obtained such alternative insurance. Comcast shall provide the Borough with at least thirty (30) days prior written notice in the event the policies are cancelled or not renewed.

(d) Comcast shall deliver to the Borough Certificates of Insurance showing evidence of the required coverage within thirty (30) days of a written request by the Borough.

8.6 INDEMNIFICATION

Comcast shall indemnify, defend, save and hold harmless the Borough, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims for injury, loss, liability, cost or expense arising in whole or in part from, caused by or connected with any act or omission of Comcast, its officers, agents, contractors, subcontractors or employees, arising out of, but not limited to, the construction, installation, upgrade, reconstruction, operation,

maintenance or removal of the Cable System. The Borough shall give Comcast timely written notice of its obligation to indemnify and defend the Borough. The obligation to indemnify, defend, save and hold the Borough harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, and reasonable attorneys' fees. If the Borough determines that it is necessary for it to employ separate counsel, in addition to that provided by Comcast, the cost for such separate counsel shall be the responsibility of the Borough. Comcast shall not indemnify the Borough for any claims resulting from acts of willful misconduct or negligence on the part of the Borough.

SECTION 9 **MISCELLANEOUS**

9.1 FORCE MAJEURE

If for any reason of Force Majeure, Comcast is unable in whole or in part to carry out its obligations hereunder, Comcast shall not be deemed in violation of this Agreement during the continuance of such inability. Upon written (including electronic) request by the Borough, Comcast shall inform the Borough within thirty (30) days of receipt of the request whether or not Comcast has determined that a condition of Force Majeure exists.

9.2 REMOVAL OF SYSTEM

(a) Upon lawful termination or revocation of this Agreement, Comcast shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall reasonably restore the areas to their original condition. If such removal is not completed within six (6) months of such lawful termination or revocation, the Borough or property owner may deem any property not removed as having been abandoned and the Borough may remove it at Comcast's cost.

(b) During the term of the Agreement, if Comcast decides to abandon or no longer use all or part of its Cable System, it shall give the Borough written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. Upon Comcast's abandonment of the Cable System, the Borough shall have the right to either require Comcast to remove the property, remove the property itself and charge Comcast with the reasonable costs related thereto.

(c) Notwithstanding the above, Comcast shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Comcast from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

9.3 NOTICES

Every notice or payment to be served upon or made to the Borough shall be either by hand delivery or first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

Columbia Borough
308 Locust Street
Columbia, PA 17512-1121
Attention: Borough Manager

With copies for legal notices to:

Cohen Law Group
413 S. Main Street
Pittsburgh, PA 15215

The Borough may specify any change of address in writing to Comcast. Every notice to be served upon or made to Comcast shall be either by hand delivery or first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

Comcast of Southeast Pennsylvania, LLC
15 Summit Park Drive
Pittsburgh, PA 15275
Attention: Government Affairs Department

With copies to:

One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103-2838
Attention: Legal Department/Franchise

AND

Comcast
Northeast Division
676 Island Pond Road
Manchester, NH 03109
Attention: Government Affairs Department

Comcast may specify any changes of address in writing to the Borough. Each delivery to Comcast or the Borough shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

9.4 EQUAL EMPLOYMENT OPPORTUNITY

Comcast is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment.

9.5 CAPTIONS

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

9.6 GOVERNING LAW; VENUE

This Agreement shall be governed and construed by and in accordance with the laws of the Commonwealth of Pennsylvania. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Pennsylvania, County of Lancaster, or in the United States District Court for the Eastern District of Pennsylvania.

9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Comcast nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the Borough, provided that such consent shall not be unreasonably withheld.

(b) Neither Comcast nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the Borough, provided that such consent shall not be unreasonably withheld.

(c) Neither Comcast nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release fifty-one percent (51%) or more of its direct ownership in the Cable System without the prior written consent of the Borough, provided that such consent shall not be unreasonably withheld.

(d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Comcast in the Franchise or in the Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by Comcast.

(e) Comcast shall make written application to the Borough of any transfer, assignment or change in control as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The Borough shall have thirty (30) days from the receipt of FCC Form 394 to notify Comcast of any additional information it needs to make an informed decision on the transfer or assignment. The Borough shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

(f) Any consent by the Borough for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement.

9.8 ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the Borough and Comcast. This Agreement supersedes all prior cable franchise agreements or cable ordinances, or parts of cable franchise agreements or cable ordinances, agreements, representations or understandings, whether written or oral, of the parties regarding the subject matter hereof that are in conflict with the provisions herein.

9.9 SEPARABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be separable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

9.10 NO WAIVER OF RIGHTS

No course of dealing between the Borough and Comcast, nor any delay on the part of the Borough in exercising any rights hereunder, shall operate as a waiver of any such rights of the Borough or acquiescence in the actions of Comcast in contravention of such rights, except to the extent expressly waived by the Borough.

No course of dealing between Comcast and the Borough, nor any delay on the part of Comcast in exercising any rights hereunder, shall operate as a waiver of any such rights of Comcast or acquiescence in the actions of the Borough in contravention of such rights, except to the extent expressly waived by Comcast.

9.11 CHANGE OF LAW

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the Borough or Comcast may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The Borough and Comcast shall amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the Borough and Comcast.

9.12 COMPLIANCE WITH LAWS

Comcast shall comply with all federal, state and generally applicable local laws and regulations.

9.13 NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

9.14 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Comcast, the Borough and their respective successors and assigns. This Agreement is authorized by Resolution No. _____ dated _____, 2024 of the Borough Council.

WITNESS our hands and official seals to this Cable Franchise Agreement.

COLUMBIA BOROUGH

By: _____

Name: _____

Title: _____

Date: _____

COMCAST OF SOUTHEAST PENNSYLVANIA, LLC

By: _____

Name: Antionette L. Murphy

Title: Senior Vice President – Keystone Region

Date: _____

**EXHIBIT A
LOCATIONS FOR CABLE TELEVISION SERVICE**

FACILITY NAME	ADDRESS	City	ST	Zip
COLUMBIA BOROUGH OFFICE	308 LOCUST ST APT BOX	COLUMBIA	PA	17512
COLUMBIA BOROUGH - HIGHWAY DEPT	420 S FRONT ST	COLUMBIA	PA	17512
FIRE DEPT,COLUMBIA BOROUGH	726 MANOR ST UNIT FD	COLUMBIA	PA	17512
COLUMBIA BOROUGH - HIGHWAY DEPT	431 S FRONT ST	COLUMBIA	PA	17512
MARKET HOUSE - COLUMBIA BOROUGH	15 S THIRD ST	COLUMBIA	PA	17512
COLUMBIA BOROUGH	421 WALNUT ST	COLUMBIA	PA	17512
COLUMBIA BOROUGH - MARKLE PARK	550 AVENUE N	COLUMBIA	PA	17512
COLUMBIA BOROUGH - PUBLIC WORKS	1100 RIDGE AVE	COLUMBIA	PA	17512

BOROUGH OF COLUMBIA, LANCASTER COUNTY, PENNSYLVANIA

RESOLUTION NO. 2024-24

A RESOLUTION OF BOROUGH COUNCIL OF THE BOROUGH OF COLUMBIA, LANCASTER COUNTY, PENNSYLVANIA AUTHORIZING EXECUTION OF CABLE FRANCHISE AGREEMENT WITH COMCAST OF SOUTHEAST PENNSYLVANIA, LLC.

WHEREAS, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, the regulations of the Federal Communications Commission and Pennsylvania law, Columbia Borough (hereinafter the “Borough”) is authorized to grant franchises to construct, operate and maintain a cable system utilizing public rights-of-way and properties within the Borough’s jurisdiction; and

WHEREAS, Comcast of Southeast Pennsylvania, LLC (“Comcast”) currently holds a cable franchise from the Borough; and

WHEREAS, Comcast has requested that the Borough renew Comcast’s franchise to maintain, construct, operate, and upgrade its cable system over, under and along the aforesaid rights-of-way for use by the Borough’s residents; and

WHEREAS, the aforesaid rights-of-way used by Comcast are public properties acquired and maintained by the Borough and held in trust on behalf of citizens of the Borough and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the Borough desires to protect and manage the aforesaid rights-of-way, require high standards of customer service, ensure future technical improvements to maintain a technologically-advanced cable system, establish certain reporting requirements, obtain certain services, receive franchise fees for Comcast’s use of the Borough’s rights-of-way as provided by federal law, and provide for the current and future cable-related needs of its residents; and

WHEREAS, the Borough held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator’s past performance and identifying the Borough’s future cable-related community needs; and

WHEREAS, the Borough has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, the Borough, after affording the public notice and opportunity for comment during a duly advertised Public Hearing held on June 25, 2024, has determined that the public

interest would be served by renewing Comcast's franchise according to the terms and conditions contained in the cable franchise agreement negotiated between the Borough and Comcast; and

WHEREAS, the Borough has determined that Comcast has the ability to provide cable services to subscribers located in the Borough.

NOW THEREFORE, BE IT RESOLVED that the Borough Council does hereby approve the cable franchise agreement negotiated with Comcast, including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement.

RESOLVED AND ADOPTED this 25th day of June 2024 by the Columbia Borough Council.

ATTEST:

Columbia Borough Council

Mark E. Stivers
Borough Manager and Secretary/Treasurer

Heather Zink
Borough Council President



LEO S. LUTZ
Mayor

EVAN M. GABEL
Solicitor

HEATHER ZINK
Borough Council President

MARK E. STIVERS
Borough Manager

CERTIFICATE OF APPROPRIATENESS

DATE OF HARB MEETING:	Wednesday, June 12, 2024
DATE OF BOROUGH COUNCIL MEETING:	Tuesday, June 25, 2024
PROPERTY ADDRESS:	137 Locust Street
OWNER/APPLICANT:	Cimmaron Properties LLC, Donald Murphy
OWNER'S ADDRESS:	403 Walnut St, Columbia PA 17512
PERMIT NUMBER:	240011
PROPOSED WORK:	Replace door (already replaced), replace wood side panels with glass side panels.

Conditions: NONE

In accordance with Section 130-25 (“Decision on Application”) of the Borough of Columbia’s Historic District Ordinance, as revised by Borough Council in December 2006, when the Historical Architectural Review Board (HARB) determines that the work proposed by an applicant is appropriate in accordance with the *Secretary of the Interior’s Standards for Rehabilitation*, the HARB will recommend approval of the proposed work to the Columbia Borough Council.

The applicant shall obtain the required permit from the Borough during regular business hours. Issuance of a permit is subject to the property owner obtaining all other required approvals, meeting relevant regulations and ordinances, and paying any required permit fees.

With the final approval, the property owner is required to perform the work as described, including any stated conditions. If any project details are revised, building materials change or the stated conditions cannot be met, a follow-up review before the HARB will be required before the project is completed.

I, the undersigned, understand and accept the HARB’s recommended approval of my submitted proposal, including any associated conditions included in the HARB’s review and formal motion by Columbia Borough Council.

Signature of Applicant: _____
Donald Murphy

Date: _____

Borough Council President: _____
Heather Zink

Date: _____



EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: June 25, 2024

DEPARTMENT: Zoning/Planning

TITLE: HARB Certificate of Appropriateness (COA) Application for 137 Locust St.

SUMMARY: Consideration of Certificate of Appropriateness (COA) from the applicant, Cimarron Properties LLC, Donald Murphy, owner of 137 Locust Street to approve the improvement of the exterior of the dwelling.

BACKGROUND AND JUSTIFICATION: On May 1st an application was received from the owner seeking approval for the replacement of exterior front door and side panels. On June 7th the Historic Preservation Trust recommended approval in the replacement of the front door and with the sidelights replacing the side panels. On June 12th, the HARB provided a recommendation to Borough Council to approve the COA with no conditions.

MOTION: To consider approval of a Certificate of Appropriateness (COA) for the applicant, Cimarron Properties, Donald Murphy, owner of 137 Locust Street to approve the COA with no conditions.

ATTACHMENT(S):

- HARB Application

137 LOCUST

Borough of Columbia Application for HARB Review

240011

5/1/2024

Date of Application

Check List: Your completed application should include:

- Plot Plan Drawings
- Elevation Drawings
- Photographs
- Brochure or Catalog Cut
- Material Sample
- Other (specify): _____

PLEASE PRINT OR WRITE LEGIBLY

1. **Owner's Name:** Cimarron Properties
 If applicant is not the equitable owner of the property, indicate:
 Owner's Agent/Representative Other _____
 Letter Submitted by Property Owner, authorizing Agent/Representative to act: _____

Street Address: 430 Walnut Street

Mailing Address (if different): _____

City: Columbia State: PA Zip: 17512

Phone (daytime): (717) 278-7979 Email: don@cimarroninvestments.com

2. **Street Address of Property to be Reviewed** (if different): 137 ~~X~~ Locust Street, Columbia PA 17512

3. **Contractor's Name:** Restoration Concepts LLC
 Street Address: 728 Main Street
 Mailing Address (if different): _____
 City: Akron State: PA Zip: 17501
 Phone (daytime): (717) 682-4186 Email: s.sensenig777@gmail.com

4. **Architect/Engineer** (if applicable): _____
 Street Address: _____
 Mailing Address (if different): _____
 City: _____ State: _____ Zip: _____
 Phone (daytime): _____ Email: _____

5. **Property Use** (Check all that apply):
 Single Family Residence
 Multi-Family Residence
 Office
 Commercial/Retail
 Industrial
 Institutional
 Vacant

Particular Building Type:
 single, detached
 duplex
 row
 apartment building
 warehouse
 other: _____

Property Data (if unknown, leave blank)
 1. Date building constructed: _____
 2. Date of additions/alterations: _____

Applicant, complete back ☞

6. **Proposed Alteration(s), Demolition or New Construction (list each item separately):**

- Example: 1. replace existing front door with wood four-panel door
2. install storm door

1. Replace existing damaged framing, front door, and wood side panels with new framing, glass front door, and glass side panels
2. Paint door, trim, other front door, and window trim Valspar Rugged teal

7. **Costs**

Estimate the total cost of the alteration(s): \$1000

8. **Date of Review**

Date of meeting at which application will be reviewed: 05/08/2024

I, the undersigned, understand that any work affecting existing ordinances must be in compliance with those ordinances, that major work is subject to inspection, that new structures require a Certificate of Occupancy upon completion, that any misrepresentation of the proposed work is cause for withdrawal of the work permit, and any work beyond the scope of the work permit is cause for a Civil Action Complaint. The minimum penalty as prescribed by the Pennsylvania Municipalities Planning Code is \$500.00.

9. **Signature of applicant:**  **Date:** 5/1/2024

10. **Signature of Building Official:** _____ **Date:** _____

Applicant was given:

- Pink Placard (to be prominently displayed by applicant on the property where the alterations are proposed)
- Meeting Notice (provides applicant with date, time, and location of meeting at which application will be reviewed)

Official Use Only

Date of site visit: _____

Property Description (building inventory data sheet)
Historic Function: _____ Particular Type: _____ Current Function: _____
Architectural Style: _____
Exterior Materials: _____
Structural System: _____ Foundation: _____
Bays: _____ Stories: _____
Roof Pitch: _____ Roof Materials: _____ Roof/Wall Junction: _____
Dormers: _____ Chimney: _____
Porch: _____ Porch Support: _____
General Condition: _____ Integrity: _____
Field Notes: _____



LEO S. LUTZ
Mayor

EVAN M. GABEL
Solicitor

HEATHER ZINK
Borough Council President

MARK E. STIVERS
Borough Manager

CERTIFICATE OF APPROPRIATENESS

DATE OF HARB MEETING: June 12, 2024
 DATE OF BOROUGH COUNCIL MEETING: June 25, 2024
 PROPERTY ADDRESS: 170 S 5th Street
 OWNER/APPLICANT: Jose Santiago
 OWNER’S ADDRESS: 6612 River Rd, Conestoga PA 17516
 PERMIT NUMBER: 240007 and 240012
 PROPOSED WORK: Replace front siding with cedar on façade. Replace siding on sides and back. Replace bay window with two individual windows (already replaced and new windows installed).

Conditions: HARB recommended approval with the conditions regarding the siding, that the façade, sides and back of the dwelling are uniform in material. Vertical placement of siding is not acceptable.

In accordance with Section 130-25 (“Decision on Application”) of the Borough of Columbia’s Historic District Ordinance, as revised by Borough Council in December 2006, when the Historical Architectural Review Board (HARB) determines that the work proposed by an applicant is appropriate in accordance with the *Secretary of the Interior’s Standards for Rehabilitation*, the HARB will recommend approval of the proposed work to the Columbia Borough Council.

The applicant shall obtain the required permit from the Borough during regular business hours. Issuance of a permit is subject to the property owner obtaining all other required approvals, meeting relevant regulations and ordinances, and paying any required permit fees.

With the final approval, the property owner is required to perform the work as described, including any stated conditions. If any project details are revised, building materials change or the stated conditions cannot be met, a follow-up review before the HARB will be required before the project is completed.

I, the undersigned, understand and accept the HARB’s recommended approval of my submitted proposal, including any associated conditions included in the HARB’s review and formal motion by Columbia Borough Council.

Signature of Applicant: _____
 Jose Santiago

Date: _____

Borough Council President: _____
 Heather Zink

Date: _____



EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: JUNE 25, 2024

DEPARTMENT: Zoning/Planning

TITLE: HARB Certificate of Appropriateness (COA) Application for 170 S 5TH Street

SUMMARY: Consideration of Certificate of Appropriateness (COA) from the applicant, Jose Santiago, owner of 170 S 5th Street to approve the improvement of the exterior of the dwelling.

BACKGROUND AND JUSTIFICATION: On May 8th and May 29th applications were received from the owner seeking approval for the repairs and replacement of windows and siding. On June 6th the Historic Preservation Trust recommended approval with the replacement of a bay window to two single windows, and the proposed Dutch lap siding. On June 12th, the HARB provided a recommendation to Borough Council to approve the COA with the condition that the siding for the façade, sides and back of the dwelling, are uniform in material. Vertical placement of siding is not acceptable.

MOTION: To consider approval of a Certificate of Appropriateness (COA) for the applicant, Jose Santiago, owner of 170 S 5th Street to approve the COA with the condition that the siding for the façade, sides and back of the dwelling, are uniform in material. Vertical placement of siding is not acceptable. The window replacements are acceptable.

ATTACHMENT(S):

- HARB Application



BOROUGH OF COLUMBIA
HARB REVIEW APPLICATION

Permit / COA #
240012

PRINT LEGIBLY AND COMPLETE THIS FORM IN ITS ENTIRETY

DATE OF APPLICATION: 5-29-2024

STREET ADDRESS OF PROPERTY TO BE REVIEWED: 170 S Fifth St

DATE BUILDING CONSTRUCTED: _____ DATE OF ADDITIONS / ALTERATIONS: _____

PROPERTY OWNER NAME: Jose Santiago, Jolinda Murillo

ADDRESS: 6612 RIVER RD Conestoga PA. 17514

PHONE: 717-669-7871 EMAIL: _____

If Applicant is not the equitable owner of the property, please indicate below:
 Owner's Agent / Representative
 Other _____
A letter is required by the property owner, authorizing the agent / representative to act on their behalf.
 Letter received

AGENT/REPRESENTATIVE NAME (if applicable): _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

CONTRACTOR NAME: Ziq Zaq Contruction - Jose Santiago

ADDRESS: 6612 RIVER RD Conestoga PA. 17514

PHONE: 717-389-2347 EMAIL: Jolindam1979@gmail.com

ARCHITECT / ENGINEER NAME (if applicable): _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

PROPERTY USE (check all that apply): <input type="checkbox"/> MULTI-FAMILY RESIDENCE <input checked="" type="checkbox"/> SINGLE FAMILY RESIDENCE <input type="checkbox"/> COMMERCIAL/RETAIL <input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> INSTITUTIONAL <input type="checkbox"/> VACANT	BUILDING TYPE: <input checked="" type="checkbox"/> SINGLE, DETACHED <input type="checkbox"/> DUPLEX <input type="checkbox"/> ROW <input type="checkbox"/> APARTMENT BUILDING <input type="checkbox"/> WAREHOUSE <input type="checkbox"/> OTHER: _____
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Proposed Alteration(s): Addition, Renovation, Restoration, Demolition or New Construction (list each item separately)

EXAMPLES: 1. Replace existing front door with wood four-panel door 2. Install storm Door

Replace old siding with new

CEDER impulsion on Front - color Cypress -

sides and back House - long Vinyl siding - color Cypress
monogram dbl Dutch '5

ESTIMATION OF TOTAL COSTS OF THE ALTERATION(S): \$

CHECKLIST FOR SUBMISSION

HARB Letter of Intent

Photographs must be submitted with ALL applications.

It is important for the HARB to get a clear idea of the full extent of the work and the project's surroundings. They must include the entire side of building that is being worked on as well as adjacent buildings and objects. Include close up photos of any work which can provide accurate information and details of the work being done. If the project is new construction or an addition of a structure or sign, include photographs of the future location.

Drawings must be submitted with ALL applications.

Drawings convey a lot of information regarding the intention and extent of the work being done and must be included with the application.

Drawings should be in the scale of 1/8" = 1', or 1/4" = 1', except for signs. Signs should be at a scale large enough to see the intent and any text can be read clearly. All drawings must include dimensions. Provide (10) copies of blueprints, or (1) copy if drawing is on 8.5" x 11" or 11" x 17" paper.

Clear Descriptions

Describe your project as clearly and comprehensively as possible. Provide any information regarding the details of your project. This includes paint color chips, material samples, pictures of fixtures, and manufacturer's specifications.

Material samples

Brochure or Catalog cuts

I, the undersigned, understand that any work affecting existing ordinances must be in compliance with those ordinances, that major work is subject to inspection, that new structures require a certificate of occupancy upon completion, that any misrepresentation of the proposed work is cause for withdrawal of this permit and any work done beyond the scope of this permit is cause for a civil action complaint. The minimum penalty as prescribed by the municipal planning code of PA is \$500.00

SIGNATURE OF PROPERTY OWNER:

DATE: 5-29-24

SIGNATURE OF ZONING/MUNICIPAL OFFICIAL:

DATE:

OFFICIAL USE ONLY

Date of Site Visit by Official: _____ Official's Name: _____

Date Applicant Was Given the following items: _____

Pink placard (to be prominently displayed on the property where alterations are proposed)

Meeting notice (provide applicant with date, time and location of the meeting at which the application will be reviewed)

DATE APPLICATION WAS RECEIVED AND STAMPED: _____ ISSUANCE DATE: _____

DATE FEE WAS PAID: _____ AMOUNT \$ _____ CASH / CREDIT CARD / CHECK# _____



LEO S. LUTZ
Mayor

EVAN M. GABEL
Solicitor

HEATHER ZINK
Borough Council President

MARK E. STIVERS
Borough Manager

CERTIFICATE OF APPROPRIATENESS

DATE OF HARB MEETING:	Wednesday, June 12, 2024
DATE OF BOROUGH COUNCIL MEETING:	Tuesday, June 25, 2024
PROPERTY ADDRESS:	318 Walnut Street
OWNER/APPLICANT:	Gardiner Murphy
OWNER'S ADDRESS:	318 Walnut St, Columbia PA 17512
PERMIT NUMBER:	240013
PROPOSED WORK:	Replace steps and add a landing (already replaced and added landing).

Conditions: HARB recommended approval with the condition with the enclosure of the opening below the landing.

In accordance with Section 130-25 (“Decision on Application”) of the Borough of Columbia’s Historic District Ordinance, as revised by Borough Council in December 2006, when the Historical Architectural Review Board (HARB) determines that the work proposed by an applicant is appropriate in accordance with the *Secretary of the Interior’s Standards for Rehabilitation*, the HARB will recommend approval of the proposed work to the Columbia Borough Council.

The applicant shall obtain the required permit from the Borough during regular business hours. Issuance of a permit is subject to the property owner obtaining all other required approvals, meeting relevant regulations and ordinances, and paying any required permit fees.

With the final approval, the property owner is required to perform the work as described, including any stated conditions. If any project details are revised, building materials change or the stated conditions cannot be met, a follow-up review before the HARB will be required before the project is completed.

I, the undersigned, understand and accept the HARB’s recommended approval of my submitted proposal, including any associated conditions included in the HARB’s review and formal motion by Columbia Borough Council.

Signature of Applicant: _____
Gardiner Murphy

Date: _____

Borough Council President: _____
Heather Zink

Date: _____



EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: June 25, 2024

DEPARTMENT: Zoning/Planning

TITLE: HARB Certificate of Appropriateness (COA) Application for 318 Walnut St.

SUMMARY: Consideration of Certificate of Appropriateness (COA) from the applicant, Gardiner Murphy, owner of 318 Walnut Street to approve the improvement of the exterior of the dwelling.

BACKGROUND AND JUSTIFICATION: On April 26th an application was received from the owner seeking approval for the repairs and replacement of exterior steps and add a landing. On June 6th the Historic Preservation Trust recommended approval with the replacement of pressure treated steps, but the change of orientation, adding the landing and decorative railing is inappropriate. On June 12th, the HARB provided a recommendation to Borough Council to approve the COA with the condition of the enclosure of the opening below the landing.

MOTION: To consider approval of a Certificate of Appropriateness (COA) for the applicant, Gardiner Murphy, owner of 318 Walnut Street to approve the COA with the condition with the enclosure of the opening below the landing.

ATTACHMENT(S):

- HARB Application



BOROUGH OF COLUMBIA
HARB REVIEW APPLICATION

Permit / COA #
240013

PRINT LEGIBLY AND COMPLETE THIS FORM IN ITS ENTIRETY

BY: _____

DATE OF APPLICATION: **4/26/2024**

STREET ADDRESS OF PROPERTY TO BE REVIEWED: **318 Walnut Street**

DATE BUILDING CONSTRUCTED: **March 2022** DATE OF ADDITIONS / ALTERATIONS: **March 2024**

PROPERTY OWNER NAME: **Gardiner T. Murphy**

ADDRESS: **318 Walnut Street, Columbia, PA 17512**

PHONE: **717-406-8085** EMAIL: **tlr.mrph@gmail.com**

If Applicant is not the equitable owner of the property, please indicate below:
 Owner's Agent / Representative
 Other _____
A letter is required by the property owner, authorizing the agent / representative to act on their behalf.
 Letter received

AGENT/REPRESENTATIVE NAME (if applicable):

ADDRESS:

PHONE: **717-406-8085** EMAIL: **tlr.mrph@gmail.com**

CONTRACTOR NAME: **Gardiner T. Murphy**

ADDRESS: **318 Walnut Street, Columbia, PA 17512**

PHONE: **717-406-8085** EMAIL: **tlr.mrph@gmail.com**

ARCHITECT / ENGINEER NAME (if applicable):

ADDRESS:

PHONE: EMAIL: **tlr.mrph@gmail.com**

<p>PROPERTY USE (check all that apply):</p> <p><input type="checkbox"/> MULTI-FAMILY RESIDENCE</p> <p><input checked="" type="checkbox"/> SINGLE FAMILY RESIDENCE</p> <p><input type="checkbox"/> COMMERCIAL/RETAIL</p> <p><input type="checkbox"/> INDUSTRIAL</p> <p><input type="checkbox"/> INSTITUTIONAL</p> <p><input type="checkbox"/> VACANT</p>	<p>BUILDING TYPE:</p> <p><input type="checkbox"/> SINGLE, DETACHED</p> <p><input checked="" type="checkbox"/> DUPLEX</p> <p><input type="checkbox"/> ROW</p> <p><input type="checkbox"/> APARTMENT BUILDING</p> <p><input type="checkbox"/> WAREHOUSE</p> <p><input type="checkbox"/> OTHER: _____</p>
--	---

Proposed Alteration(s): Addition, Renovation, Restoration, Demolition or New Construction (list each item separately)

EXAMPLES: 1. Replace existing front door with wood four-panel door 2. Install storm Door

X Removed existing wood rotted front entrance steps and replaced with new wood steps/landing

ESTIMATION OF TOTAL COSTS OF THE ALTERATION(S): \$ 300.00

CHECKLIST FOR SUBMISSION

- HARB Letter of Intent
- Photographs must be submitted with ALL applications.

It is important for the HARB to get a clear idea of the full extent of the work and the project's surroundings. They must include the entire side of building that is being worked on as well as adjacent buildings and objects. Include close up photos of any work which can provide accurate information and details of the work being done. If the project is new construction or an addition of a structure or sign, include photographs of the future location.

- Drawings must be submitted with ALL applications.

Drawings convey a lot of information regarding the intention and extent of the work being done and must be included with the application.

Drawings should be in the scale of 1/8" = 1', or 1/4" = 1', except for signs. Signs should be at a scale large enough to see the intent and any text can be read clearly. All drawings must include dimensions. Provide (10) copies of blueprints, or (1) copy if drawing is on 8.5" x 11" or 11" x 17" paper.

- Clear Descriptions

Describe your project as clearly and comprehensively as possible. Provide any information regarding the details of your project. This includes paint color chips, material samples, pictures of fixtures, and manufacturer's specifications.

- Material samples
- Brochure or Catalog cuts

I, the undersigned, understand that any work affecting existing ordinances must be in compliance with those ordinances, that major work is subject to inspection, that new structures require a certificate of occupancy upon completion, that any misrepresentation of the proposed work is cause for withdrawal of this permit and any work done beyond the scope of this permit is cause for a civil action complaint. The minimum penalty as prescribed by the municipal planning code of PA is \$500.00

SIGNATURE OF PROPERTY OWNER: 

DATE: 4/26/2024

SIGNATURE OF ZONING/MUNICIPAL OFFICIAL:

DATE:

OFFICIAL USE ONLY

Date of Site Visit by Official: _____ Official's Name: _____

Date Applicant Was Given the following items: _____

- Pink placard (to be prominently displayed on the property where alterations are proposed)
- Meeting notice (provide applicant with date, time and location of the meeting at which the application will be reviewed)

DATE APPLICATION WAS RECEIVED AND STAMPED: _____ ISSUANCE DATE: _____

DATE FEE WAS PAID: March 2024 AMOUNT \$ CASH / CREDIT CARD / CHECK#

Bid Opening: Wednesday, June 19, 2024

Project Manager: Derek J. Rinaldo, E.I.T.

Bid Item No.	Bid Item Description	Estimated Quantity	Unit of Payment	Reamstown Excavating Inc.		LB/DB Construction		Doug Lamb Construction, Inc.		Heim Construction Co. Inc.		Delaware Environmental Construction Services	
				Unit Price	Estimated Total	Unit Price	Estimated Total	Unit Price	Estimated Total	Unit Price	Estimated Total	Unit Price	Estimated Total
BASE BID													
1	Mobilization	1	LS	\$12,000.00	\$12,000.00	\$4,000.00	\$4,000.00	\$6,500.00	\$6,500.00	\$2,910.00	\$2,910.00	\$40,000.00	\$40,000.00
2	Maintenance and Protection of Traffic	1	LS	\$4,500.00	\$4,500.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$2,600.00	\$2,600.00	\$10,000.00	\$10,000.00
3	4" Thick Concrete Sidewalk Replacement	100	SF	\$15.00	\$1,500.00	\$54.00	\$5,400.00	\$28.00	\$2,800.00	\$45.21	\$4,521.00	\$39.00	\$3,900.00
4	Type 1 Diagonal Curb Ramp	4	EA	\$6,500.00	\$26,000.00	\$6,700.00	\$26,800.00	\$6,850.00	\$27,400.00	\$7,690.00	\$30,760.00	\$11,799.00	\$47,196.00
5	Type 1 Double ADA Ramp	1	EA	\$8,500.00	\$8,500.00	\$7,500.00	\$7,500.00	\$10,750.00	\$10,750.00	\$7,690.00	\$7,690.00	\$16,500.00	\$16,500.00
6	Type 4 ADA Ramp	4	EA	\$5,500.00	\$22,000.00	\$7,300.00	\$29,200.00	\$6,670.00	\$26,680.00	\$7,690.00	\$30,760.00	\$9,500.00	\$38,000.00
TOTAL AMOUNT OF BASE BID				\$74,500.00		\$75,400.00		\$79,130.00		\$79,241.00		\$155,596.00	

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: June 25, 2024

DEPARTMENT: Public Works

TITLE: 2024 Curb Ramp Replacements

BACKGROUND AND JUSTIFICATION: In accordance with state and federal regulations, the Borough is required to bring all ADA ramps into current compliance when a street is paved. Ahead of proposed paving by Borough public works crew, we are proposing the replacement of 9 ADA ramps. In addition to the replacement of ramps, this contract intends to replace any heaved or broken sidewalk located around the Borough office building on 3rd Street and Locust Street. C.S. Davidson publicly advertised for bids in LNP and opened received bids via PennBid on June 19, 2024.

We received five bids; Reamstown Excavating, Inc.: \$74,500.00, LB/DB Construction: \$75,400.00, Doug Lamb Construction, Inc.: \$79,130.00, Heim Construction Co., Inc.: \$79,241.00, and Delaware Environmental Construction Services: \$155,596.00.

MOTION: Move to Award the 2024 Curb Ramp Replacement project to the lowest bidder, Reamstown Excavating, Inc., for their bid in the amount of \$74,500.00.

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Operating Expense (F01)	0	0	0	0	0
Capital Expense (F18)	0	0	0	0	0
Capital Expense (F30)	0	0	0	0	0
Liquid Fuels Exp. (F35)	0	0	0	0	0
External Revenues (Grants)	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0

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

Account Number	Account Description	FY24 Budget	Current Balance	Agenda Expenditure	Balance

C. Legal Review:

ATTACHMENT(S): Bid Tabulation dated 6/19/2024

Range of Checking Accts: 01 GENERAL FUND to 01 GENERAL FUND Range of Check Ids: 43062 to 43096
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
43062	06/25/24	ABERR005 Aberrant Investments, LLC					768
24-00675	1	246 walnut st county	305.66	01-380-001	Revenue		44 1
				Miscellaneous Revenue			
24-00675	2	246 walnut st municipal	840.00	01-380-001	Revenue		45 1
				Miscellaneous Revenue			
			<u>1,145.66</u>				
43063	06/25/24	ART Art Printing					768
24-00657	1	Envelopes	135.00	01-410-200	Expenditure		8 1
				Police Equipment & Supplies			
43064	06/25/24	BEERS005 Beers + Hoffman Architects					768
24-00685	1	services from 4/27-5/31	300.00	01-409-370	Expenditure		89 1
				Maintenance & Repair of Building			
43065	06/25/24	BESTP005 Best Price Propane					768
24-00680	1	41 walnut st	47.73	01-454-372	Expenditure		62 1
				Columbia Crossings, Natural Gas Usage			
43066	06/25/24	CARRO005 Carrot-Top Industries Inc					768
24-00676	1	shipping cost for flag order	18.41	01-380-001	Revenue		46 1
				Miscellaneous Revenue			
43067	06/25/24	CGALA005 CGA Law Firm, PC					768
24-00696	1	recpt proof of publication	32.00	01-404-314	Expenditure		109 1
				Solicitor Fees			
24-00696	2	recv proof of publication	48.00	01-404-314	Expenditure		110 1
				Solicitor Fees			
24-00696	3	email re 2456 n 7th st	252.00	01-404-314	Expenditure		111 1
				Solicitor Fees			
24-00696	4	email re issuance of coi mh	315.00	01-404-314	Expenditure		112 1
				Solicitor Fees			
24-00696	5	draft lease 137 n front	231.00	01-404-314	Expenditure		113 1
				Solicitor Fees			
24-00696	6	email re meeting packet	945.00	01-404-314	Expenditure		114 1
				Solicitor Fees			
24-00696	7	meeting perry st issues	315.00	01-404-314	Expenditure		115 1
				Solicitor Fees			
24-00696	8	meeting re code revisions	231.00	01-404-314	Expenditure		116 1
				Solicitor Fees			
24-00696	9	rec audit request letter	112.00	01-404-314	Expenditure		117 1
				Solicitor Fees			
24-00696	10	work on sale of wwtp	504.00	01-404-314	Expenditure		118 1
				Solicitor Fees			
24-00696	11	finalize audit response letter	80.00	01-404-314	Expenditure		119 1
				Solicitor Fees			
24-00696	12	finalize draft lease 137 n fro	651.00	01-404-314	Expenditure		120 1
				Solicitor Fees			
24-00696	13	email re potential complaint	168.00	01-404-314	Expenditure		121 1
				Solicitor Fees			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
43067	CGA Law Firm, PC	Continued							
24-00696	14	rev email watch & clock museum	273.00	01-404-314 Solicitor Fees	Expenditure		122	1	
24-00696	15	rev email re auditors letter	147.00	01-404-314 Solicitor Fees	Expenditure		123	1	
24-00696	16	prep for mtg re market house	924.00	01-404-314 Solicitor Fees	Expenditure		124	1	
24-00696	17	rec instuction re status repor	32.00	01-404-314 Solicitor Fees	Expenditure		125	1	
24-00696	18	call re zion hill cemetery	252.00	01-404-314 Solicitor Fees	Expenditure		126	1	
24-00696	19	email re PLCB noise ordinance	315.00	01-404-314 Solicitor Fees	Expenditure		127	1	
24-00696	20	update & finalize status rpt	128.00	01-404-314 Solicitor Fees	Expenditure		128	1	
24-00696	21	emails re rental properties	168.00	01-404-314 Solicitor Fees	Expenditure		129	1	
24-00696	22	finalize lien report	210.00	01-404-314 Solicitor Fees	Expenditure		130	1	
24-00696	23	rev emails re cedc rental prop	126.00	01-404-314 Solicitor Fees	Expenditure		131	1	
24-00696	24	email re council meeting packe	168.00	01-404-314 Solicitor Fees	Expenditure		132	1	
24-00696	25	email re ordinance book	189.00	01-404-314 Solicitor Fees	Expenditure		133	1	
24-00696	26	email re exec session question	336.00	01-404-314 Solicitor Fees	Expenditure		134	1	
24-00696	27	emails re zoning amendment	336.00	01-404-314 Solicitor Fees	Expenditure		135	1	
24-00696	28	email re puc case	672.00	01-404-314 Solicitor Fees	Expenditure		136	1	
24-00696	29	prep for boro council meeting	1,113.00	01-404-314 Solicitor Fees	Expenditure		137	1	
24-00696	30	meeting re liens & collections	273.00	01-404-314 Solicitor Fees	Expenditure		138	1	
24-00696	31	email re personnel issues	168.00	01-404-314 Solicitor Fees	Expenditure		139	1	
24-00696	32	emails re ext closing wwtp	189.00	01-404-314 Solicitor Fees	Expenditure		140	1	
24-00696	33	email re cable franchise	273.00	01-404-314 Solicitor Fees	Expenditure		141	1	
24-00696	34	rev docs for meeting	714.00	01-404-314 Solicitor Fees	Expenditure		142	1	
24-00696	35	email re subpoena	189.00	01-404-314 Solicitor Fees	Expenditure		143	1	
24-00696	36	adv key loc box ord ammendment	201.52	01-404-314 Solicitor Fees	Expenditure		144	1	
			<u>11,280.52</u>						
43068	06/25/24	CINTA005 Cintas Corporation #59H							768
24-00661	1	4195536426 Hwy Uniform Cleanin	84.70	01-430-238 Highway Uniform Cleaning	Expenditure		19	1	

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Num Acct
PO #	Item	Description							
43068		Cintas Corporation #59H							
24-00674	1	Continued 4196240307 Hwy Uniform Cleanin	84.70	01-430-238	Expenditure		43	1	
				Highway Uniform Cleaning					
			<u>169.40</u>						
43069	06/25/24	COLUM005 Columbia Motor Parts							768
24-00632	1	Oil Filter/PD#5	7.99	01-410-376	Expenditure		1	1	
				Maintenance & Repair, Police Vehicles					
43070	06/25/24	COLUM140 Columbia Animal Hospital							768
24-00665	1	Pitbull (white & Black)	250.00	01-410-228	Expenditure		23	1	
				Animal Control & Shelter Fees					
24-00666	1	Shih-Tzu	250.00	01-410-228	Expenditure		24	1	
				Animal Control & Shelter Fees					
24-00671	1	Boarding/Pit Blk	250.00	01-410-228	Expenditure		32	1	
				Animal Control & Shelter Fees					
24-00672	1	Boarding/Husky	250.00	01-410-228	Expenditure		33	1	
				Animal Control & Shelter Fees					
			<u>1,000.00</u>						
43071	06/25/24	CSDAV005 CS Davidson Inc							768
24-00692	1	ms4 permitting assistance	77.50	01-408-101	Expenditure		101	1	
				Engineering Services					
43072	06/25/24	DEERC010 Deer Creek Electic							768
24-00690	1	emergency generator battery	155.00	01-402-317	Expenditure		99	1	
				Contracted Services					
43073	06/25/24	DIXIE005 Dixie Land Energy							768
24-00660	1	Gas 87% - 307.20 gals @ 2.6578	816.48	01-430-231	Expenditure		10	1	
				Fuel, Vehicles					
24-00660	2	Federal Lust tax	0.31	01-430-231	Expenditure		11	1	
				Fuel, Vehicles					
24-00660	3	Federal Oil Spill Recovery	0.59	01-430-231	Expenditure		12	1	
				Fuel, Vehicles					
24-00660	4	Federal Superfund Recovery Fee	1.12	01-430-231	Expenditure		13	1	
				Fuel, Vehicles					
24-00660	5	Diesel - 47.70 gals @ 2.7946	133.30	01-430-231	Expenditure		14	1	
				Fuel, Vehicles					
24-00660	6	Federal Lust tax	0.05	01-430-231	Expenditure		15	1	
				Fuel, Vehicles					
24-00660	7	Federal Oil Spill Recovery	0.10	01-430-231	Expenditure		16	1	
				Fuel, Vehicles					
24-00660	8	Federal Superfund Recovery Fee	0.19	01-430-231	Expenditure		17	1	
				Fuel, Vehicles					
24-00660	9	Lancaster Cnty Fuel Additive	0.95	01-430-231	Expenditure		18	1	
				Fuel, Vehicles					
24-00673	1	Gas 87% - 270.20 gals @ 2.6529	716.81	01-430-231	Expenditure		34	1	
				Fuel, Vehicles					
24-00673	2	Federal Lust tax	0.27	01-430-231	Expenditure		35	1	
				Fuel, Vehicles					
24-00673	3	Federal Oil Spill Recovery	0.52	01-430-231	Expenditure		36	1	
				Fuel, Vehicles					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
43073		Dixie Land Energy		Continued					
24-00673	4	Federal Superfund Recovery Fee	0.98	01-430-231	Expenditure		37	1	
				Fuel, Vehicles					
24-00673	5	Diesel - 106.30 gals @ 2.9097	309.30	01-430-231	Expenditure		38	1	
				Fuel, Vehicles					
24-00673	6	Federal Lust tax	0.11	01-430-231	Expenditure		39	1	
				Fuel, Vehicles					
24-00673	7	Federal Oil Spill Recovery	0.23	01-430-231	Expenditure		40	1	
				Fuel, Vehicles					
24-00673	8	Federal Superfund Recovery Fee	0.42	01-430-231	Expenditure		41	1	
				Fuel, Vehicles					
24-00673	9	Lancaster County Fuel Additive	2.13	01-430-231	Expenditure		42	1	
				Fuel, Vehicles					
			<u>1,983.86</u>						
43074	06/25/24	EASTH005 EAST HEMPFIELD TOWNSHIP							768
24-00653	1	Annual CDR Software Sub 2024	250.00	01-410-200	Expenditure		5	1	
				Police Equipment & Supplies					
43075	06/25/24	ECKER005 Eckert Seamans Cherin & Mellot							768
24-00683	1	draft confidentiality agree	208.00	01-404-315	Expenditure		86	1	
				Labor Counsel					
43076	06/25/24	ECSMI005 ECS Mid Atlantic, LLC							768
24-00688	1	soil characterization	3,000.00	18-450-002	Expenditure		97	1	
				McGinness Project -2024					
24-00688	2	remedial action completion rpt	3,547.50	18-450-002	Expenditure		98	1	
				McGinness Project -2024					
			<u>6,547.50</u>						
43077	06/25/24	ELAGR005 ELA Group Inc							768
24-00687	1	preliminary subdivision	95.00	18-450-002	Expenditure		93	1	
				McGinness Project -2024					
24-00687	2	npdes permitting	4,593.75	18-450-002	Expenditure		94	1	
				McGinness Project -2024					
24-00687	3	construction docs j best	1,050.00	18-450-002	Expenditure		95	1	
				McGinness Project -2024					
24-00687	4	construction docs b meck	500.00	18-450-002	Expenditure		96	1	
				McGinness Project -2024					
			<u>6,238.75</u>						
43078	06/25/24	GEMMI005 DE Gemmill							768
24-00664	1	Thermoplastic Material	700.00	01-430-245	Expenditure		22	1	
				Highway Supplies					
24-00668	1	Handicap Sign 12X18 G56642P	26.00	01-433-260	Expenditure		26	1	
				Street Signs					
24-00668	2	Handicap Sign I24156P	26.00	01-433-260	Expenditure		27	1	
				Street Signs					
24-00668	3	Handicap Sign B34275P	26.00	01-433-260	Expenditure		28	1	
				Street Signs					
24-00668	4	Adopt-a-Block Sign	50.00	01-431-246	Expenditure		29	1	
				Adopt-A-Block Supplies					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
43078	DE	Gemmill							
		Continued							
24-00668	5	Adopt-a-Block "The Picards"	34.00	01-431-246	Expenditure		30	1	
				Adopt-A-Block Supplies					
24-00668	6	Violators	51.00	01-433-260	Expenditure		31	1	
				Street Signs					
			<u>913.00</u>						
43079	06/25/24	GORMA005 Gorman Distributors, Inc							768
24-00682	1	trash liners 60 gal black	57.14	01-409-226	Expenditure		68	1	
				Cleaning Supplies					
24-00682	2	trash liners 20-30 gal black	28.60	01-409-226	Expenditure		69	1	
				Cleaning Supplies					
24-00682	3	lysol toilet bowl cleaner	47.24	01-409-226	Expenditure		70	1	
				Cleaning Supplies					
24-00682	4	delivery charge	2.00	01-409-226	Expenditure		71	1	
				Cleaning Supplies					
24-00682	5	aa duracell bateries	11.80	01-444-226	Expenditure		72	1	
				Operating Supplies					
24-00682	6	bath tissue 2 ply	59.59	01-444-226	Expenditure		73	1	
				Operating Supplies					
24-00682	7	hand soap foam antibacterial	66.56	01-444-226	Expenditure		74	1	
				Operating Supplies					
24-00682	8	paper towel y notctch white	44.34	01-444-226	Expenditure		75	1	
				Operating Supplies					
24-00682	9	griddle cleaning pad	1.68	01-444-226	Expenditure		76	1	
				Operating Supplies					
24-00682	10	degreaser heavy duty	6.49	01-444-226	Expenditure		77	1	
				Operating Supplies					
24-00682	11	dawn manual pot & pan	20.37	01-444-226	Expenditure		78	1	
				Operating Supplies					
24-00682	12	spic & span disinfecting all p	58.17	01-444-226	Expenditure		79	1	
				Operating Supplies					
24-00682	13	gloves nitrile exam grade med	12.08	01-444-226	Expenditure		80	1	
				Operating Supplies					
24-00682	14	gloves nitrile exam grade lg	12.72	01-444-226	Expenditure		81	1	
				Operating Supplies					
24-00682	15	neutral cleaner floor	6.39	01-444-226	Expenditure		82	1	
				Operating Supplies					
24-00682	16	bath tissue 2 ply	14.09	01-409-226	Expenditure		83	1	
				Cleaning Supplies					
24-00682	17	soap hand foam antibacterial	66.56	01-409-226	Expenditure		84	1	
				Cleaning Supplies					
24-00682	18	delivery charge	2.00	01-409-226	Expenditure		85	1	
				Cleaning Supplies					
			<u>517.82</u>						
43080	06/25/24	HESSE005 HESS EMBROIDERY & UNIFORMS							768
24-00650	1	Police Acad Uniforms/Z Throne	204.00	01-410-238	Expenditure		2	1	
				Police Uniforms and Dry Cleaning					
43081	06/25/24	HISTO005 Historic Preservation Trust							768
24-00686	1	318 walnut st	250.00	01-414-313	Expenditure		90	1	
				official Borough Mapping/HARB review					

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43081		Historic Preservation Trust							
	24-00686	2 137 locust st	250.00	01-414-313	Expenditure		91	1	
				Official Borough Mapping/HARB review					
	24-00686	3 170 s 5th st	250.00	01-414-313	Expenditure		92	1	
				Official Borough Mapping/HARB review					
			<u>750.00</u>						
43082	06/25/24	LANCA015 Lancaster General Health							768
	24-00677	1 t frank pre employment testing	90.00	01-402-317	Expenditure		47	1	
				Contracted Services					
	24-00677	2 g wiseman hc drug screen nida	55.00	01-430-317	Expenditure		48	1	
				Contracted Services					
	24-00677	3 r warfel hc drug screen nida	55.00	01-430-317	Expenditure		49	1	
				Contracted Services					
			<u>200.00</u>						
43083	06/25/24	LANCA025 Lancaster Avenue Garage & Tire							768
	24-00691	1 code truck #3	51.00	01-413-376	Expenditure		100	1	
				Maintenance of Vehicles					
43084	06/25/24	LNPME005 LNP Media Group, Inc							768
	24-00679	1 6/5/24-6/8/24	471.32	01-402-340	Expenditure		60	1	
				Printing & Advertising					
	24-00679	2 bold charge	6.00	01-402-340	Expenditure		61	1	
				Printing & Advertising					
			<u>477.32</u>						
43085	06/25/24	MONIT005 Monitronics							768
	24-00678	1 308 locust st 7/1/24-9/30/24	505.15	01-402-317	Expenditure		50	1	
				Contracted Services					
	24-00678	2 254 blue lane 7/1/24-9/30/24	46.46	01-430-317	Expenditure		51	1	
				Contracted Services					
	24-00678	3 431 s front st 7/1/24-9/30/24	95.85	01-430-317	Expenditure		52	1	
				Contracted Services					
	24-00678	4 41 walnut st 7/1/24-9/30/24	122.16	01-454-377	Expenditure		53	1	
				Columbia Crossings, Contracted Services					
	24-00678	5 431 s front st 7/1/24-9/30/24	485.06	01-430-317	Expenditure		54	1	
				Contracted Services					
	24-00678	6 41 walnut st 7/1/24-9/30/24	422.04	01-454-377	Expenditure		55	1	
				Columbia Crossings, Contracted Services					
	24-00678	7 308 locust st 7/1/24-9/30/24	743.64	01-402-317	Expenditure		56	1	
				Contracted Services					
	24-00678	8 430 s front 7/1/24-9/30/24	481.36	01-429-188	Expenditure		57	1	
				WWTP, Contracted Services					
	24-00678	9 137 s front st 7/1/24-9/30/24	601.35	01-409-364	Expenditure		58	1	
				137 S Front, Rebillable Prop Expenses					
	24-00678	10 430 s front st 7/1/24-9/30/24	54.88	01-429-188	Expenditure		59	1	
				WWTP, Contracted Services					
			<u>3,557.95</u>						
43086	06/25/24	POWER005 PowerDMS							768
	24-00652	1 PowerDMS Renewal for 2024	6,001.35	01-410-317	Expenditure		4	1	
				Contracted Services					

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PO #	Item	Description					Ref Seq Acct
43087	06/25/24	PUREW005 Pure Water Technology					768
24-00684	1	police	79.00	01-410-317	Expenditure		87 1
				Contracted Services			
24-00684	2	admin	79.00	01-402-317	Expenditure		88 1
				Contracted Services			
			<u>158.00</u>				
43088	06/25/24	RILEI005 Rileighs Outdoor Decot					768
24-00662	1	Bands for Hanging Banners	332.00	01-430-200	Expenditure		20 1
				Operating Supplies			
43089	06/25/24	ROKBR005 ROK Brothers Inc					768
24-00654	1	1-yr Renewal NetCloud Mobile	1,422.41	01-410-317	Expenditure		6 1
				Contracted Services			
43090	06/25/24	RWCON005 R/w Connection, Inc					768
24-00663	1	Swivel Connector for Gas Pump	99.00	01-430-200	Expenditure		21 1
				Operating Supplies			
43091	06/25/24	SCHAE005 Schaefer Fireworks					768
24-00658	1	4th Fireworks share w/ WB	8,000.00	01-457-200	Expenditure		9 1
				Fireworks Supplies			
43092	06/25/24	SIDIU005 Sidium Solutions Inc					768
24-00681	1	1 yr time based retention	1,525.00	01-402-312	Expenditure		63 1
				IT Contracted Services			
24-00681	2	datto networking ap840	22.34	01-402-312	Expenditure		64 1
				IT Contracted Services			
24-00681	3	datto networking ap840e	33.34	01-402-312	Expenditure		65 1
				IT Contracted Services			
24-00681	4	datto networking ap40	75.88	01-402-312	Expenditure		66 1
				IT Contracted Services			
24-00681	5	ringcentral instal	1,610.00	01-402-312	Expenditure		67 1
				IT Contracted Services			
			<u>3,266.56</u>				
43093	06/25/24	TOTAL Total Exterminating Services					768
24-00693	1	308 locust st 5/14/24	60.00	01-402-317	Expenditure		102 1
				Contracted Services			
24-00693	2	308 locust st 6/18/24	50.00	01-402-317	Expenditure		103 1
				Contracted Services			
24-00693	3	15 s 3rd st 5/31/24	75.00	01-444-317	Expenditure		104 1
				Market House, Contracted Services			
24-00693	4	41 walnut st 5/31/24	65.00	01-454-377	Expenditure		105 1
				Columbia Crossings, Contracted Services			
24-00693	5	41 walnut st 5/31/24	120.00	01-454-377	Expenditure		106 1
				Columbia Crossings, Contracted Services			
24-00693	6	15 s 3rd st 6/14/24	75.00	01-402-317	Expenditure		107 1
				Contracted Services			
24-00693	7	15 s 3rd st 6/11/24	65.00	01-402-312	Expenditure		108 1
				IT Contracted Services			
			<u>510.00</u>				

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
43094	06/25/24	TRANC005 Trancite					768
24-00656	1	East St Draw Sub 6/24-6/25	500.00	01-410-317 Contracted Services	Expenditure		7 1
43095	06/25/24	VLTRA005 V L Tracey Sales					768
24-00667	1	12"X600' Bleached Roll Towels	57.89	01-430-200 Operating Supplies	Expenditure		25 1
43096	06/25/24	YORGE005 Yorgeys Fine Cleaning					768
24-00651	1	Dry Cleaning 5/1-5/31/24 PD	131.04	01-410-238 Police Uniforms and Dry Cleaning	Expenditure		3 1

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	35	0	56,714.66	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	35	0	56,714.66	0.00

Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND BBT	4-01	42,764.34	1,164.07	0.00	43,928.41
CAPITAL FUND	4-18	12,786.25	0.00	0.00	12,786.25
Total of All Funds:		<u>55,550.59</u>	<u>1,164.07</u>	<u>0.00</u>	<u>56,714.66</u>

Totals by Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND BBT	01	42,764.34	1,164.07	0.00	43,928.41
CAPITAL FUND	18	12,786.25	0.00	0.00	12,786.25
Total of All Funds:		<u>55,550.59</u>	<u>1,164.07</u>	<u>0.00</u>	<u>56,714.66</u>

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND BBT	4-01	42,764.34	0.00	0.00	0.00	42,764.34
CAPITAL FUND	4-18	12,786.25	0.00	0.00	0.00	12,786.25
Total of All Funds:		<u>55,550.59</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>55,550.59</u>

Range of Checking Accts: 35 LIQUID FUELS to 35 LIQUID FUELS Range of Check Ids: 652 to 654
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description				Contract	Ref Seq Acct
652	06/25/24	HIGHW005 Highway Materials					769
24-00669	1	#68418 Various Patchwork	328.14	35-439-085	Expenditure		1 1
				Current Year Street Paving	Projects		
24-00669	2	#68440 Various Patchwork	143.65	35-439-085	Expenditure		2 1
				Current Year Street Paving	Projects		
24-00669	3	#68664 Various Patchwork	146.57	35-439-085	Expenditure		3 1
				Current Year Street Paving	Projects		
24-00669	4	#68673 Various Patchwork	180.84	35-439-085	Expenditure		4 1
				Current Year Street Paving	Projects		
			<u>799.20</u>				
653	06/25/24	PPEL005 PPL Electric Utilities Corp				06/25/24 VOID	0
654	06/25/24	PPEL005 PPL Electric Utilities Corp					769
24-00694	1	walnut st 5/2/24-6/3/24	35.79	35-434-002	Expenditure		5 1
				Traffic Lights - Electrical	Usage		
24-00694	2	5th st 5/2/24-6/3/24	37.50	35-434-002	Expenditure		6 1
				Traffic Lights - Electrical	Usage		
24-00694	3	4th & locust 5/6/24-6/5/24	84.46	35-434-002	Expenditure		7 1
				Traffic Lights - Electrical	Usage		
24-00694	4	3rd & chestnut 5/6/24-6/5/24	33.94	35-434-002	Expenditure		8 1
				Traffic Lights - Electrical	Usage		
24-00694	5	s 3rd & locust 5/6/24-6/5/24	86.64	35-434-002	Expenditure		9 1
				Traffic Lights - Electrical	Usage		
24-00694	6	cherry & lanc ave 5/10-6/11/24	37.23	35-434-002	Expenditure		10 1
				Traffic Lights - Electrical	Usage		
24-00694	7	9th & locust 5/9/24-6/10/24	24.93	35-434-002	Expenditure		11 1
				Traffic Lights - Electrical	Usage		
24-00694	8	n 9th & walnut 5/9/24-6/10/24	25.46	35-434-002	Expenditure		12 1
				Traffic Lights - Electrical	Usage		
24-00694	9	s 4th & locust 5/7/24-6/6/24	35.85	35-434-002	Expenditure		13 1
				Traffic Lights - Electrical	Usage		
24-00694	10	3rd & linden 5/7/24-6/6/24	33.94	35-434-002	Expenditure		14 1
				Traffic Lights - Electrical	Usage		
24-00694	11	rt 30 @ 441 w 5/7/24-6/6/24	46.81	35-434-002	Expenditure		15 1
				Traffic Lights - Electrical	Usage		
24-00694	12	15th & lanc ave 5/13/24-6/12/24	34.18	35-434-002	Expenditure		16 1
				Traffic Lights - Electrical	Usage		
24-00694	13	lanc ave 5/13/24-6/12/24	37.31	35-434-002	Expenditure		17 1
				Traffic Lights - Electrical	Usage		
24-00695	1	malleable rd 4/30/24-5/30/24	33.34	35-434-001	Expenditure		18 1
				Street Lighting - Electrical	Usage		
24-00695	2	boro of columbia 4/30/24-5/30	7,630.66	35-434-001	Expenditure		19 1
				Street Lighting - Electrical	Usage		
24-00695	3	n 2nd st 5/6/24-6/5/24	39.55	35-434-001	Expenditure		20 1
				Street Lighting - Electrical	Usage		
24-00695	4	market & locust 5/6/24-6/5/24	28.59	35-434-001	Expenditure		21 1
				Street Lighting - Electrical	Usage		
24-00695	5	400 blk s front 5/6/24/6/5/24	129.13	35-434-001	Expenditure		22 1
				Street Lighting - Electrical	Usage		

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
654	PPL Electric Utilities Corp	Continued					
24-00695	6	walnut st 5/6/24-6/5/24	80.11	35-434-001	Expenditure		23 1
				Street Lighting - Electrical Usage			
24-00695	7	locust st 5/10/24/6/11/24	53.90	35-434-001	Expenditure		24 1
				Street Lighting - Electrical Usage			
24-00695	8	walnut st rear 5/9/24-6/10/24	13.88	35-434-001	Expenditure		25 1
				Street Lighting - Electrical Usage			
24-00695	9	ironville pk 5/9-6/10/24	25.13	35-434-001	Expenditure		26 1
				Street Lighting - Electrical Usage			
24-00695	10	5th & chestnut 5/7/24-6/6/24	27.51	35-434-001	Expenditure		27 1
				Street Lighting - Electrical Usage			
			<u>8,615.84</u>				

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	2	1	9,415.04	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>2</u>	<u>1</u>	<u>9,415.04</u>	<u>0.00</u>

Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
HIGHWAY AID FUND	4-35	9,415.04	0.00	0.00	9,415.04
Total of All Funds:		<u>9,415.04</u>	<u>0.00</u>	<u>0.00</u>	<u>9,415.04</u>

Totals by Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
HIGHWAY AID FUND	35	9,415.04	0.00	0.00	9,415.04
Total of All Funds:		<u>9,415.04</u>	<u>0.00</u>	<u>0.00</u>	<u>9,415.04</u>

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
HIGHWAY AID FUND	4-35	9,415.04	0.00	0.00	0.00	9,415.04
Total of All Funds:		<u>9,415.04</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>9,415.04</u>

June 20, 2024
04:20 PM

BOROUGH OF COLUMBIA
Check Register By Check Id

Page No: 1

Range of Checking Accts: 21 ARPA FUND to 21 ARPA FUND Range of Check Ids: 1027 to 1027
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
1027	06/25/24	LANDS005 Land Studies Inc.					770
24-00689	1	services performed 4/27-5/31	384.00	21-463-671 Shawnee/Mill St Drainage/Improvements	Expenditure		1 1

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	1	0	384.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	384.00	0.00

Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
American Rescrue Plan FUND	4-21	384.00	0.00	0.00	384.00
Total of All Funds:		<u>384.00</u>	<u>0.00</u>	<u>0.00</u>	<u>384.00</u>

Totals by Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
American Rescruer Plan FUND	21	384.00	0.00	0.00	384.00
Total of All Funds:		<u>384.00</u>	<u>0.00</u>	<u>0.00</u>	<u>384.00</u>

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
American Rescrue Plan FUND	4-21	384.00	0.00	0.00	0.00	384.00
Total of All Funds:		<u>384.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>384.00</u>

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: June 25, 2024

DEPARTMENT: Police

AGENDA TITLE: Special Event – Mac and Cheese Festival

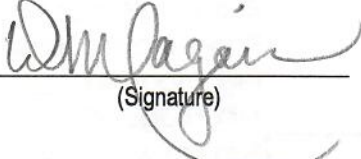
BACKGROUND AND JUSTIFICATION: This is the second annual Columbia Merchant’s Association Mac and Cheese Festival. The event will take place in the Market House, but they plan to put tables and chairs in Sadie Lane for people to sit while they eat. Approval has been received, for use of the Marke House, from Christopher Vera the Market House Manager.

MOTION: Consider approval for the Columbia Merchant’s Association to use Sadie Lane for additional seating during their annual Mac and Cheese Festival which is being held in the Market House on Saturday, September 28, 2024, from 4pm-10pm contingent upon receipt of the required Certificate of Insurance.

ATTACHMENT(S):

- Special Event Permit Application dated 6/19/2024
- Expenses to the Borough will be minimal for this event

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: Daisy Pagan 
(Name - PLEASE PRINT) (Signature)

APPROVAL SIGNATURES

Borough Manager _____ Mark Stivers, Borough Manager Date _____

Police Chief _____ Chief Jack Brommer Date _____



LEO S. LUTZ
Mayor

EVAN M. GABEL
Solicitor

HEATHER ZINK
Borough Council President

MARK E. STIVERS
Borough Manager

SPECIAL EVENT PERMIT APPLICATION

Non-Profit: Yes No Date Request Submitted: _____

Organization Name: Merch. Assoc. of Col. Representative Name: Daisy Pagan

Address: 230 Locust St. Phone #: 717-951-8541 Email: Daisy@PerfectSettings.net

Name of Event: MAG + Cheese Festival

Describe Event Activities: COOK off

Event Date(s)	Time of Event	Times (Including Setup/Tear Down)
<u>Sept 28 / (Rain Date)</u>	<u>6pm</u>	<u>4pm - 10pm</u>

Anticipated Attendance: 300 Are you charging a fee to participate? yes If so, how much? \$5pp

Site Requested: (Please see Special Event Policies and Procedures for a list of available sites)
Sadie Lane access to s/v tables to eat

If using Borough Street(s) (i.e.- 3rd St from Locust to Chestnut): _____ from _____ to _____ **and**
_____ from _____ to _____ **and** _____ from _____ to _____

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

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

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: June 25, 2024

DEPARTMENT: Administration

TITLE: KOEZ Payment in Lieu of Taxes (PILOT) agreements for 309 Locust and 315 Locust

BACKGROUND AND JUSTIFICATION: The Keystone Opportunity Zone program was originally established in Pennsylvania by Act 92 of 1998 and amended by Act 43 of 2017 (P.L. 705, No. 92, 73 P.S. §§820.101-820.1309 and 72 P.S. §8911-D, as amended including amendment by Act 43 of 2017). The act authorizes political subdivisions such as the Borough of Columbia to apply to the Pennsylvania Department of Community and Economic Development ("DCED") for designation of an area within the political subdivision's boundaries as a Keystone Opportunity Expansion Zone ("KOEZ"). The KOEZ program for Columbia Borough was originally established by Ordinance 903 of 2018 and was later amended by Ordinance 908 of 2018.

In accordance with this Ordinance, "...commencing January 1, 2019, and continuing for ten years thereafter (to terminate December 31, 2028) the following tax exemptions shall apply to qualified businesses as defined by the Act within the KOEZ:

- A. One hundred percent of the real property tax on the assessed value of improvements made to the qualified businesses' property within the KOEZ.

The Borough then developed a Payment in Lieu of Taxes agreement for properties that are included in the KOEZ program. The PILOT agreement reduces the fiscal impact of the KOEZ program on the Municipality while still allowing the property owner to benefit from the tax relief on the improvements for a set period of time.

The Columbia Borough School District is also adopting similar agreements for these properties. The Lancaster County Commissioners adopted Ordinance 133 of 2018 in support of the Borough of Columbia KOEZ Program and have already executed PILOT agreements for these properties.

The property owner of the properties located at 309 Locust Street and 315 Locust Street has agreed to the PILOT agreement.

MOTION: Authorize staff to execute the PILOT Agreements for the properties located at 309 Locust Street and 315 Locust Street in accordance with the adopted KOEZ program.

FISCAL IMPACT ANALYSIS

Under the PILOT agreement, the property owner will pay 110% of the pre-improvement value of the property.

- C. Legal Review: Agreements have been reviewed for legal sufficiency

ATTACHMENT(S):

- PILOT for 309 Locust Street
- PILOT for 315 Locust Street

KOZ PAYMENT IN LIEU OF REAL ESTATE TAX AGREEMENT

This AGREEMENT made as of the 13th day of June 2024, by and among **Borough of Columbia**, with a place of business at 308 Locust Street, Columbia, Pennsylvania 17512 (the "Borough" or the "Taxing Entity") and **315 Locust Street LLC**, a Pennsylvania Limited Partnership, with a principal place of business located at 25 Butterfield Road, Unit 305, Cold Spring NY, 10516 (the "Participant").

BACKGROUND

The Pennsylvania General Assembly has enacted the Keystone Opportunity Zone Act, 73 P.S. § 820.101 *et seq.* (the "Act"), authorizing certain exemptions, abatements, credits and deductions from certain state and local taxes in certain areas of the Commonwealth, known as Keystone Opportunity Zones, Expansion Zones and Improvement Zones (collectively, "KOZ"), in order to promote economic development and job creation. The Act permits the Taxing Entity to designate certain property located within the Taxing Entity as a new KOZ.

The Act requires that all taxing authorities in which a KOZ area is located enact an ordinance or Ordinance providing for exemptions, abatements, credits and deductions from certain local taxes within the proposed KOZ.

Taxing Entity has determined that it is in the best interest of Taxing Entity to make a KOZ designation and to provide for the required exemptions, abatements, credits, and deductions, provided that, with respect to the property designated as a KOZ, Participant makes certain payments to Taxing Entity ("Payment in Lieu of Tax" or "PILOT"). Taxing Entity has adopted an Ordinance designating the KOZ (the "KOZ Ordinance").

Subject to the Contingencies set forth below, Participant desires to participate in the PILOT in order to promote the public interest and to mitigate the impact on Taxing Entity of the property in the KOZ and to obtain and retain benefits attributable to the KOZ.

NOW THEREFORE, the Taxing Entity and the Participant, intending to be legally bound, agree as follows:

The Background recitals above are incorporated herein.

1. Term. The term (the "Term") of this Agreement shall commence on **January 1, 2023** and shall conclude on December 31, 2028. The Term of this Agreement may be extended for an additional period that coincides with any extension of the KOZ upon mutual written agreement of the parties.
2. Property Included in the Agreement. Property Owner owns the real estate and improvements known as Lancaster County, Tax Parcel #110-79705-0-0000, consisting of approximately 0.13 acres, with an address of 309 Locust Street, Columbia, Pennsylvania 17512 in the Borough of Columbia, Lancaster County, (the "Property").
3. Contingencies. This Agreement is contingent upon each of the following events occurring (collectively, the "Contingencies"), the non-occurrence of which upon notice from Taxing Entity or Participant shall render this Agreement null and void:
 - a. Designation of the Property as a KOZ by Taxing Entity, the County of Lancaster (the

"County"}, the School District of the Borough of Columbia (the "School District"), and the Commonwealth of Pennsylvania (the "Commonwealth") by December 31, 2018.

b. Such designation of the Property as a KOZ being for the initial period of ten (10) years.

In the event of the non-occurrence of any of the Contingencies, Participant shall provide prompt notice to Taxing Entity pursuant to Section 9 below.

4. Taxing Entity Taxes Included In This Agreement. After eliminating discounts associated with the Pennsylvania Farmland and Forest Land Assessment Act as amended ("Act 319"), real property taxes payable to the Taxing Entity for the Property in calendar year 2018 amounted to (\$680.80) ("Taxing Entity Payment").
5. Annual PILOT. During the Term of this Agreement, starting July 1, 2019, and on July 1 of each year thereafter, Taxing Entity shall invoice, and Participant shall annually pay to Taxing Entity One Hundred Ten percent (110%) of the Taxing Entity Payment, or Seven Hundred Forty Eight Dollars and Eighty-Eight Cents (\$748.88) (the "Annual Payment") for the duration of the Term of this Agreement. Participant shall pay Taxing Entity by certified check made payable to "Borough of Columbia" and delivered to 308 Locust Street, Columbia, Pennsylvania 17512. Taxing Entity may change the method of payment by providing written notice pursuant to Section 10 below. Notwithstanding anything herein to the contrary, as permitted under §820.310 of the Act, the Annual Payment will increase each year by the percentage determined by starting with the Taxing Entity real estate tax levy mills for the fiscal year in which the payment is due and dividing by the mills applicable for the preceding fiscal year. If Taxing Entity does not increase the tax rate for any fiscal year, the Annual Payment due in such year will not increase.
6. Assessment Appeals. The Taxing Entity and Participant shall have the right to challenge by appeal to the Lancaster County Board of Assessment Appeals or any court of appropriate jurisdiction the final assessment on the Property, after Participant's completion of improvements. Thereafter, until two years after expiration of the real estate tax exemption, neither party shall have the right to file an appeal challenging the assessment, unless the assessment is changed because of a county-wide reassessment, a correction to any errors or omissions in the County's assessment records, or the addition or deletion of improvements to the Property. Nothing in this paragraph shall prevent Participant or the Taxing Entity from actively participating in any assessment appeal filed by any other taxing authority during the Term of this Agreement, and the participation in an assessment appeal filed by another taxing authority shall not be considered a breach of this Agreement or result in its termination.
7. Late Payment. If Participant fails to make any payment on or before July 31 of the applicable calendar year, Participant will owe a late charge of ten percent (10%) of the payment. If any payment, together with the ten percent (10%) late charge, is not paid on or before August 31 of the applicable calendar year, the entire amount owed shall thereafter bear interest until paid at the rate of nine percent (9%) per annum compounded annually.
8. Taxing Entity Undertaking. During the Term of this Agreement, Taxing Entity will in all respects comply with the Act, and will not seek to collect real estate taxes with respect to the Property or any other taxes exempted under the terms of the Act except as

provided in the KOZ Ordinance and allowed by the Act.

9. Notice. All notices, requests and other communications under this Agreement shall be effectively given only if in writing and sent by United States registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized and receipted overnight courier service (such as Federal Express or UPS) guaranteeing next business day delivery, addressed as follows:

If intended for the Borough:
Borough of Columbia
308 Locust Street
Columbia, Pennsylvania 17512
Attn: Mark E. Stivers Borough Manager
Telephone: 717-684-2467

If intended for Participant:
315 Locust Street LLC
25 Butterfield Rd, Unit 305
Cold Spring, NY 10516
ATTN: Maria Hardman
Telephone: 914-393-8084

10. Miscellaneous. This Agreement represents the entire agreement between the parties hereto and shall not be modified in any manner except by written instrument executed by the parties and attached hereto. The Agreement and all disputes arising under the Agreement or the KOZ Ordinance, or with respect to tax on the Property, shall be governed, construed, and decided in accordance with the laws of the Commonwealth of Pennsylvania. All actions related to this Agreement or the KOZ Ordinance, or with respect to tax on the Property, shall be brought in the Court of Common Pleas of Lancaster County. The parties do not intend to create, and nothing contained in the Agreement shall be construed as creating, a joint venture arrangement, or partnership between Taxing Entity and Participant. Nothing in the Agreement expressed or implied, is intended or shall be construed to confer upon or given to any person, firm, corporation, or legal entity, other than the parties, any rights, remedies, or other benefits under or by reason of the Agreement. The Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. The headings in the Agreement are for convenience only and are not a part of the Agreement. The headings do not in any way define, limit, describe, or amplify the provisions of the Agreement or the scope or intent of the provisions.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused these presents to be executed as of the date first above written.

Borough of Columbia

DATED: _____

By: _____

Name: Mark E. Stivers
Title: Borough Manager

315 Locust Street LLC and its subsidiaries

By:  _____

DATED: 4/14/2024

Name: Maria Hardman
Title: Member

KOZ PAYMENT IN LIEU OF REAL ESTATE TAX AGREEMENT

This AGREEMENT made as of the 13th day of June 2024 by and among **Borough of Columbia**, with a place of business at 308 Locust Street, Columbia, Pennsylvania 17512 (the "Borough" or the "Taxing Entity") and **315 Locust Street LLC**, a Pennsylvania Limited Partnership, with a principal place of business located at 25 Butterfield Road, Unit 305, Cold Spring NY, 10516 (the "Participant").

BACKGROUND

The Pennsylvania General Assembly has enacted the Keystone Opportunity Zone Act, 73 P.S. § 820.101 *et seq.* (the "Act"), authorizing certain exemptions, abatements, credits and deductions from certain state and local taxes in certain areas of the Commonwealth, known as Keystone Opportunity Zones, Expansion Zones and Improvement Zones (collectively, "KOZ"), in order to promote economic development and job creation. The Act permits the Taxing Entity to designate certain property located within the Taxing Entity as a new KOZ.

The Act requires that all taxing authorities in which a KOZ area is located enact an ordinance or Ordinance providing for exemptions, abatements, credits and deductions from certain local taxes within the proposed KOZ.

Taxing Entity has determined that it is in the best interest of Taxing Entity to make a KOZ designation and to provide for the required exemptions, abatements, credits, and deductions, provided that, with respect to the property designated as a KOZ, Participant makes certain payments to Taxing Entity ("Payment in Lieu of Tax" or "PILOT"). Taxing Entity has adopted an Ordinance designating the KOZ (the "KOZ Ordinance").

Subject to the Contingencies set forth below, Participant desires to participate in the PILOT in order to promote the public interest and to mitigate the impact on Taxing Entity of the property in the KOZ and to obtain and retain benefits attributable to the KOZ.

NOW THEREFORE, the Taxing Entity and the Participant, intending to be legally bound, agree as follows:

The Background recitals above are incorporated herein.

1. Term. The term (the "Term") of this Agreement shall commence on January 1, 2023 and shall conclude on December 31, 2028. The Term of this Agreement may be extended for an additional period that coincides with any extension of the KOZ upon mutual written agreement of the parties.
2. Property Included in the Agreement. Property Owner owns the real estate and improvements known as Lancaster County, Tax Parcel #110-82025-0-0000, consisting of approximately 0.11 acres, with an address of 315 Locust Street, Columbia, Pennsylvania 17512 in the Borough of Columbia, Lancaster County, (the "Property").
3. Contingencies. This Agreement is contingent upon each of the following events occurring (collectively, the "Contingencies"), the non-occurrence of which upon notice from Taxing Entity or Participant shall render this Agreement null and void:
 - a. Designation of the Property as a KOZ by Taxing Entity, the County of Lancaster (the

"County"), the School District of the Borough of Columbia (the "School District"), and the Commonwealth of Pennsylvania (the "Commonwealth") by December 31, 2018.

- b. Such designation of the Property as a KOZ being for the initial period of ten (10) years.

In the event of the non-occurrence of any of the Contingencies, Participant shall provide prompt notice to Taxing Entity pursuant to Section 10 below.

4. Taxing Entity Taxes Included In This Agreement. After eliminating discounts associated with the Pennsylvania Farmland and Forest Land Assessment Act as amended ("Act 319"), real property taxes payable to the Taxing Entity for the Property in calendar year 2018 amounted to (\$520.00) ("Taxing Entity Payment").
5. Annual PILOT. During the Term of this Agreement, starting July 1, 2023, and on July 1 of each year thereafter, Taxing Entity shall invoice and Participant shall annually pay to Taxing Entity One Hundred Ten percent (110%) of the Taxing Entity Payment, or Five Hundred and Twenty Dollars (\$572.00) (the "Annual Payment") for the duration of the Term of this Agreement. Participant shall pay Taxing Entity by certified check made payable to "Borough of Columbia" and delivered to 308 Locust Street, Columbia, Pennsylvania 17512. Taxing Entity may change the method of payment by providing written notice pursuant to Section 10 below. Notwithstanding anything herein to the contrary, as permitted under §820.310 of the Act, the Annual Payment will increase each year by the percentage determined by starting with the Taxing Entity real estate tax levy mills for the fiscal year in which the payment is due and dividing by the mills applicable for the preceding fiscal year. If Taxing Entity does not increase the tax rate for any fiscal year, the Annual Payment due in such year will not increase.
6. Assessment Appeals. The Taxing Entity and Participant shall have the right to challenge by appeal to the Lancaster County Board of Assessment Appeals or any court of appropriate jurisdiction the final assessment on the Property, after Participant's completion of improvements. Thereafter, until two years after expiration of the real estate tax exemption, neither party shall have the right to file an appeal challenging the assessment, unless the assessment is changed because of a county-wide reassessment, a correction to any errors or omissions in the County's assessment records, or the addition or deletion of improvements to the Property. Nothing in this paragraph shall prevent Participant or the Taxing Entity from actively participating in any assessment appeal filed by any other taxing authority during the Term of this Agreement, and the participation in an assessment appeal filed by another taxing authority shall not be considered a breach of this Agreement or result in its termination.
7. Late Payment. If Participant fails to make any payment on or before July 31 of the applicable calendar year, Participant will owe a late charge of ten percent (10%) of the payment. If any payment, together with the ten percent (10%) late charge, is not paid on or before August 31 of the applicable calendar year, the entire amount owed shall thereafter bear interest until paid at the rate of nine percent (9%) per annum compounded annually.
8. Taxing Entity Undertaking. During the Term of this Agreement, Taxing Entity will in all respects comply with the Act, and will not seek to collect real estate taxes with respect to the Property or any other taxes exempted under the terms of the Act except as

provided in the KOZ Ordinance and allowed by the Act.

9. Notice. All notices, requests and other communications under this Agreement shall be effectively given only if in writing and sent by United States registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized and receipted overnight courier service (such as Federal Express or UPS) guaranteeing next business day delivery, addressed as follows:

If intended for the Borough:
Borough of Columbia
308 Locust Street
Columbia, Pennsylvania 17512
Attn: Mark E. Stivers Borough Manager
Telephone: 717-684-2467

If intended for Participant:
315 Locust Street LLC
25 Butterfield Rd, Unit 305
Cold Spring, NY 10516
ATTN: Maria Hardman
Telephone: 914-393-8084

10. Miscellaneous. This Agreement represents the entire agreement between the parties hereto and shall not be modified in any manner except by written instrument executed by the parties and attached hereto. The Agreement and all disputes arising under the Agreement or the KOZ Ordinance, or with respect to tax on the Property, shall be governed, construed, and decided in accordance with the laws of the Commonwealth of Pennsylvania. All actions related to this Agreement or the KOZ Ordinance, or with respect to tax on the Property, shall be brought in the Court of Common Pleas of Lancaster County. The parties do not intend to create, and nothing contained in the Agreement shall be construed as creating, a joint venture arrangement, or partnership between Taxing Entity and Participant. Nothing in the Agreement expressed or implied, is intended or shall be construed to confer upon or given to any person, firm, corporation, or legal entity, other than the parties, any rights, remedies, or other benefits under or by reason of the Agreement. The Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. The headings in the Agreement are for convenience only and are not a part of the Agreement. The headings do not in any way define, limit, describe, or amplify the provisions of the Agreement or the scope or intent of the provisions.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused these presents to be executed as of the date first above written.

Borough of Columbia

DATED: _____

By: _____

Name: Mark E. Stivers
Title: Borough Manager

315 Locust Street LLC and its subsidiaries

By: 

DATED: 6/13/2024

Name: Maria Hardman
Title: Member

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: 6/25/2024

DEPARTMENT: Personnel

TITLE: Recruiting consultant

SUMMARY: Council is asked to consider engaging Scott Fiore to act as consultant for the purpose of recruiting a Borough Manager.

BACKGROUND AND JUSTIFICATION: With the impending departure of Mark Stivers, it will be helpful to have assistance in finding a replacement. Scott has experience in finding and placing candidates in management roles for both municipal and nonprofit organizations.

Scott will be able to place ads where he knows they will be noticed. He will also look for potential candidates that may not have seen our ads and reach out to them. He will gather all resumes and review them to determine qualified candidates for interviews. All interviews are recorded so all members of Council can view them. He will conduct the first round of interviews solo and will engage the Hiring Committee once he has determined there are viable candidates to move on. When interviewing with the hiring committee, Scott will still be engaged and will conduct the interview so we can listen and be fully focused on the candidates and their answers.

We believe this service is well worth the money as Scott has a proven track record with this type of work. We do have a line item in the budget for consulting services and the money for this would come from that line item.

MOTION: Move to approve engagement of Scott Fiore as Borough Manager Hiring Consultant at a cost of \$15,000.

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Operating Fund (01)	\$15,000	0	0	0	0
Capital Fund (18)	0	0	0	0	0
ARPA Fund (21)	0	0	0	0	0
Capital (30)	0	0	0	0	0
Liquid Fuels Fund (35)	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$15,000	0	0	0	0

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

Account Number	Account Description	FY24 Budget	Current Balance	Agenda Expenditure	Balance
01-402-302	Consulting Services	\$25,000	\$25,000	\$15,000	\$10,000

C. Legal Review:

ATTACHMENT(S):

.



TriStarr &
Columbia Borough
Recruiting & Consulting Services
Proposal

Prepared by: Scott Fiore

TriStarr

2201 Oregon Pike, Lancaster, Pa 17601

717-560-2111

scott@tristarrjobs.com

June 20, 2024

OBJECTIVE

The objective of this proposal is to summarize the recruiting services TriStarr will provide to the Columbia Borough (Borough) to assist in the search for a Borough Manager.

SOLUTION

TriStarr's team will work with the individuals identified by the Borough to provide structure, systems and support for the search process. TriStarr will provide Executive Search services to source, screen and present qualified candidates to the Committee.

Services will be provided by Scott Fiore supported by TriStarr staff.

Pre-Search Phase – Discovery

- TriStarr will facilitate discovery sessions with key stakeholders of the Borough to develop key skills, experience and competencies of the desired candidates.
 - One or more sessions may be required.
 - Key stakeholders will be identified by the Borough.
 - Based on these sessions TriStarr will develop a set of skills, experience and competencies possessed by the ideal candidate.
 - TriStarr will develop a recruiting strategy to be used to identify candidates.
 - TriStarr will develop interview questions to be used in the recruiting process and by the Borough when interviewing candidates.
 - Members of the Borough Council may identify candidates to be considered for the position and TriStarr will include them in the search process.

Phase One – Candidate Development

- TriStarr will assign an Executive Recruiter to lead the Search. The Executive Recruiter will perform all the work necessary to source qualified candidates to present to the Borough. TriStarr will work with the Borough and candidates through the interview and offer process.
- Define the screening and interview process to include:
 - Resume Review
 - Phone Screen
 - Interviews

Phase Two – Candidate Screening

- TriStarr will perform all phone screens
- Based on the required skills, experience and competencies develop screening questions and scoring systems to evaluate and qualify candidates.
- Present qualified candidates to Search Committee
 - Initial interview questions will be jointly developed by TriStarr and the Borough.
 - TriStarr will interview candidates using our video interview platform. The interviews will be recorded.
 - Initial Interviews will be delivered via video for the Borough team members to review at their convenience.

Phase Three – In Person Interviews

- Arrange all in-person interviews.
- Based on the required skills, experience, competencies and the results of the phone screening process, develop interview questions and scoring systems to evaluate candidates.
- Lead interviews with Search Committee
 - TriStarr will be present for and lead all interviews allowing the involved Borough team members to focus on the candidates' answers.

Phase Four – Selection and Offer Management / Guidance

- Facilitate final selection meeting(s).
- Conduct all background checks, reference checks, etc.
- Assist in the final selection process and negotiation process.

Pricing & Proposed Schedule

Fee: \$15,000
\$5,000 billed at Execution
\$10,000 billed on employee start date

TriStarr Team:

Scott Fiore, President

Scott will work directly with the Search Committee throughout the process.

Executive Recruiter

TriStarr will assign the lead recruiter to the search who will be responsible for candidate development, screening and communication throughout the search.

Acceptance:

TriStarr:

Columbia Borough:

 6/15/24

Scott F. Fiore Date _____
Date

Proposed Schedule*:

Discovery – 1-2 weeks post acceptance

Phase 1 – 2-4 weeks post acceptance

Phase 2 – 3-6 weeks post acceptance

Phase 3 – 5-8 weeks post acceptance

Phase 4 – 8-12 weeks post acceptance

*This schedule is an estimate. Due to factors such as scheduling, Council meetings, etc., this search may extend longer.

COLUMBIA BOROUGH – PLANNING COMMISSION
Paul W. Myers Council Chambers
April 16, 2024 – 7:00PM

MINUTES

MEMBERS IN ATTENDANCE:

Mary Wickenheiser, Chairperson
Tiffani Lynn, Vice-Chairperson
Brad Lynn, Secretary
Justin Evans
Marilyn Kress Hartman
Nathan Roach, Absent

STAFF IN ATTENDANCE:

Mark Stivers, Borough Manager
Eric Kauffman, Borough Councilperson
Paula Diffenderfer, Code Compliance Manager
Frank Affeld, Maintenance Manager
Jessica Fieldhouse, CSDavidson

CALL TO ORDER:

Chairperson Mary Wickenheiser called this regular meeting of the Columbia Borough Planning Commission to order on Tuesday, April 16th, at 7:00pm

There was a moment of silence and the pledge to the flag - Mary Wickenheiser led pledge

APPROVAL OF MINUTES:

Tiffani Lynn motioned to approve the regular Planning Commission revised meeting minutes from March 19, 2024, and Brad Lynn seconded. Motion carried.

Tiffani Lynn motioned to approve the regular Planning Commission revised meeting minutes from February 20, 2024, and Marilyn Kress-Hartman seconded. Motion carried.

ZONING HEARING(S):

There were no zoning hearings for review.

ENGINEER'S REVIEW(S):

There were no engineer reviews.

DEMOLITION APPLICATION(S):

There were no demolition items.

ACTION ITEMS:

- a) Consider the request from the Lancaster County Vacant Property Reinvestment Board to classify the property at 170 S 5th St as a blighted property.
Justin Evans motioned to classify the property as bighted. Tiffani Lynn seconded.
Motion was carried.
Paula Diffenderfer commented that the new owner is working toward progress to rehab the property.

DISCUSSION ITEM(S):

- a) Zoning Ordinance Text Amendments – McGinness Redevelopment
Review Front Yard Setback, Building & Impervious Coverage, and Residential Uses to allow in the MDR-LB
Jessica Fieldhouse said changes were identified by ELA to facilitate development of McGinness property.
Justin Evans motioned to recommend to council to move forward with next steps necessary to adoption of ordinance 943. Tiffani Lynn seconded. Motion was carried.
- b) Zoning Map Amendments Discussion and Prioritization
Review and focus on how the existing zoning map was modified to create the Future Land Use Map. i.e. which zones were consolidated to form what future land uses.
Jessica Fieldhouse presented zoning map amendments. 17 zoning districts were consolidated into 7 future land uses. Summary of discussion was to diversify residential development, and non-residential development for neighborhood amenities to increase value of Columbia community.
- c) Discuss Short Term Rental Ordinance
Review the Lancaster County Guide for Short-Term Rentals (STR) developed in 2019 and the Monroe County Short-Term Rental Template Ordinance.
Jessica Fieldhouse suggested that planning commissioners think about important regulatory aspects before creating an ordinance. She presented an STR ordinance from Monroe County, PA and indicated that the Borough decide on either a restricted or liberal approach to creating a STR ordinance and discuss zoning issues related to STRs.

OLD BUSINESS (for discussion):

There was no old business for discussion.

NEW BUSINESS (for discussion):

- a) Workshop to be held at 6:00pm
6:00pm workshop will be held on May 21, 2024 to focus on Zoning Map Amendments and STR Ordinance.
- b) The formation of an Ad Hoc Committee to act on text amendments, tables and zoning maps.

Members agreed to no ADHOC. Planning Commission will address issues during 6pm Workshops.

PUBLIC COMMENTS AND QUESTIONS:

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, attacks, or any conduct that disrupts the flow of business is out of order.

Motion to Adjourn:

Justin Evans motioned to adjourn the meeting of the Columbia Borough Planning Commission at 8:19pm and Tiffani Lynn seconded. All favored this motion.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Brad Lynn', written over a horizontal line.

Brad Lynn, Secretary

BOROUGH of COLUMBIA - HISTORICAL ARCHITECTURAL REVIEW BOARD
Paul W. Myers Council Chambers
May 8, 2024 - 7:00 PM

MINUTES

1. Vice Chairman Keregyarto called the meeting to order at 7:00 p.m.

Board Members present: Brandt, Barley, Carrigan, Keregyarto and Mountain
Board Members absent: Lutz
Staff Present: Code Compliance Manager Diffenderfer
 Council President Zink

2. There was a moment of silence observed.
3. Vice Chairman Keregyarto led the pledge to the flag.
4. Minutes for Approval.

Motion to approve minutes for the April 10, 2024, meeting.

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

5. New Business

a) Motion to recommend to Borough Council approval for the COA – 401 Walnut Street.

Motion by:	Second by:	Voice Vote:
A. Carrigan	N. Mountain	All Favored – Motion Carried

APPLICANT/OWNER: Christopher Prestia
 AGENT: N/A
 CONTRACTOR: Solar Energy World
 ALTERATIONS: Installation of roof mounted PV solar panels, total area coverage is 392 sq. feet

The applicant was present to answer questions from the Board.

Board member Brandt led a discussion on adding a codified section in the Borough Code clarifying solar panels in the HARB district similar to the section on satellite dish installment.

Motion to recommend to Borough Council to investigate the possibility of codifying specific regulations for solar panels on structures in the historic district for enactment.

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

6. Presentation of Administrative Approvals/In-Kind (information only)

- 128 S 5th St. – In-kind replacement of fence
- 233 N 2nd St. – In-kind replacement of rubber roof
- 243 Locust St. – In-kind replacement of railing
- 448 Avenue I – In-kind replacement of railing
- 22 N 3rd St. – In-kind replacement of roof
- 250 N 3rd St. – In-kind replacement of siding, gutters, and roof
- 17 S 3rd St. – In-kind replacement of roof

7. Public Comments and Questions

Adriana Atencio, Executive Director of The Common Wheel, addressed the Board and presented them with paperwork supporting a HARB application that she submitted to the Borough Office on May 1, 2024. At the time of submission, she was informed it was too late to be presented to HARB at tonight’s meeting because the application would require review by the Lancaster County Historic Preservation Trust. Ms. Atencio explained that she downloaded the application from the Borough’s website, but it was an outdated application. The submission is for a project at the former Lazy K building on the 100 block of Locust St. to replace the front door. She noted she contacted the Historic Preservation Trust and obtained their review of the project which she provided to the Board. She requested the Board consider her application at this meeting. Several board members asked question that Ms. Atencio answered.

Board Member Brandt led a discussion on whether the project requires a building permit. He further referenced the HARB Ordinance which states if a project does not require a building permit it does not need HARB approval. Manager Diffenderfer stated she would need to review the file to determine if the project needs a building permit. Board member Brandt noted his concern that the ordinance needs reviewed to include this type of activity. There was additional discussion on whether there is a zoning permit required for the project due to the change of use of the building. Manager Diffenderfer was asked for her opinion on the application. She reviewed communication she has had with Ms. Atencio pertaining to the application and noted that she provided the correct application twice.

The Board noted they have no concerns with the door project but do not feel it should come before them prior to the submission of the required permit applications.

The owners of 170 S 5th Street addressed the Board and provided pictures to discuss a permit application submitted to the Borough for window replacement. He provided detail on the bay window removed from the first-floor front. He provided additional history on the property prior to his ownership. Manager Diffenderfer provided detail on the permit provided for the property and noted the bay window was removed prior to the submission of the permit application. There was a detailed discussion on an addition added to the back of the structure and the visibility of the extension from the front, street level view of the dwelling. President Zink provided pictures of the rear extension project. It was noted staff was not aware that the applicant would be attending tonight’s meeting. It was determined there was no action required because the project was not on tonight’s meeting agenda and properly advertised.

8. Other Business

Board members Carrigan announced the first public meeting to begin a comprehensive update on the borough’s HARB ordinance. The meeting will be held on May 16, 2024 at 6:30 pm at Columbia Crossing.

NEXT MEETING - Wednesday June 12th, 2024, 7 PM

9. Motion to adjourn the meeting at 7:52 p.m.

Motion by:	Second by:	Voice Vote:
B. Brandt	A. Carrigan	All Favored – Motion Carried

MOTIONED AND APPROVED this 12th day of June 2024, by the Historical Architectural Review Board of the Borough of Columbia, Lancaster County, Pennsylvania, in lawful session duly assembled.

BOROUGH OF COLUMBIA, LANCASTER COUNTY, PENNSYLVANIA

By:

Jonathan Lutz, Chairperson of the Board


Peter D. Keregyarto, Vice Chairperson of the Board

Columbia Borough Civil Service Commission

MEETING MINUTES

May 14, 2024

James Ciccocioppi called the meeting to order at 1:00pm.

Roll Call:

Committee Members in Attendance

James Ciccocioppi, Chair
John Meshey, Vice Chair
James Anspach, Secretary
Tom Ziegler, Alternate

Committee Members Absent

Fran FitzGerald, Alternate

Others Present

Police Chief Jack Brommer
Pam Arnold, PD Administrative Assistant

Jim Ciccocioppi read the following statements:

The Civil Service Commission of the Borough of Columbia is meeting to review and discuss Commission procedures and to conduct such other business as may come before the Commission.

The Civil Service Commission is following the Sunshine Act. Agendas are posted online and in the Borough Office Lobby at least 24 hours prior to a meeting. Approved minutes are posted immediately following the meeting.

Motion: To Approve the April 9, 2024, Civil Service Meeting Minutes.

Motion: John Meshey

Second: Tom Ziegler

Voice Vote: All Favored

OLD BUSINESS

Chief Brommer said the Dual Band Radios have arrived and are currently being used by the Officers.

Chief Brommer noted that Rebecca Blatt is doing very well at the academy with both academic and physical testing.

Chief Brommer said the exams have been ordered and received. Chief Brommer said there are 23 applicants for the police officer position. He noted that the test will take place on Saturday, May 18, 2024, at 8:00am at the School District Administration Building. Chief Brommer thanked the recruitment team for their hard work.

Chief Brommer said that the officers who were recently promoted are doing very well in their new positions.

Chief Brommer noted that the hiring of Zachery Throne will go before Borough Council at tonight's meeting. He handed out the 2024 Police Officer Staffing List and noted that 13 of the 18 officers currently working for the Department have been there for over 20 years and noted the need to be vigilant about continuing to hire new officers.

Chief Brommer said the Department has two drones, one older and one newer. He said that Brent Keyser is still working with the drones and training to use them.

NEW BUSINESS

Commission members reviewed chapter 4 of the Civil Service Regulations then moved on to chapter 5, finishing for the day at chapter 5.3.

COMMITTEE MEMBER COMMENTS

There were no comments.

The next meeting of the Civil Service Commission is scheduled for Tuesday, June 11, 2024, at 1:00pm in Council Chambers.

Motion: To close the meeting at 2:00pm.

Motion: John Meshey 2nd: Tom Ziegler **Voice Vote:** All Favored

Approved by:  on 6-11-24
James Ciccocioppi Date
Chair

COLUMBIA BOROUGH – PLANNING COMMISSION
Paul W. Myers Council Chambers
May 21, 2024 – 7:00PM

MINUTES

MEMBERS IN ATTENDANCE:

Mary Wickenheiser, Chairperson
Tiffani Lynn, Vice-Chairperson
Brad Lynn, Secretary
Justin Evans
Marilyn Kress Hartman
Nathan Roach

STAFF IN ATTENDANCE:

Eric Kauffman, Borough Councilperson
Paula Diffenderfer, Code Compliance Manager
Jessica Fieldhouse, CS Davidson

CALL TO ORDER:

Chairperson Wickenheiser called this regular meeting of the Columbia Borough Planning Commission to order on Tuesday, May 21st, at 7:06pm.

There was a moment of silence and then the pledge to the flag was led by Chairperson Wickenheiser.

APPROVAL OF MINUTES:

There were no minutes to approve.

ZONING HEARING(S):

There were no zoning hearings for review.

ENGINEER’S REVIEW(S) of SALDO Applications – Consider Motion:

- a) Engineer Rinaldo gave an in-depth explanation of the property usage on Ridge Avenue. There are currently 3 parcels owned by the Borough. One of them, the one with the existing building, will become the future home of the Public Works department. The other 2 parcels will be used for the entrance and the parking lot. Chairperson Wickenheiser would like to see the letter from the Lancaster County Planning Commission in reference to this subdivision plan. Although the letter was not available, Engineer Rinaldo shared those comments with the board. Engineer Rinaldo stated that he needed conditional approval based on the comments of the Lancaster County

Planning Commission. Board member Evans gave the motion, Vice-Chairperson Lynn second it, all favored it, therefore the motioned carried.

- b) Engineer Rinaldo explained the CDBG application on behalf of the Borough for curb, sidewalk, ADA ramp, and paving improvements to the 900 and 1000 blocks of Walnut Street. The grant will cover most of the cost of the project, the Borough will cover the rest. This project includes 4 ADA ramps, curbs and sidewalks in the 900 and 1000 blocks of Walnut Street, as well as paving. At this point, a letter of support is needed by Engineer Rinaldo. Motion to approve letter of support was made by Vice-Chairperson Lynn, second by Board Member Evans, then carried as all members are in favor.

DEMOLITION APPLICATION(S):

There were no demolition items to be discussed.

ACTION ITEMS:

There were no action items to be discussed.

DISCUSSION ITEM(S):

There were no discussion items to be discussed.

OLD BUSINESS (for discussion):

- a) Borough Council has not adopted the ordinance for 740 S 12th St. This property goes up for auction on June 1, 2024.

NEW BUSINESS (for discussion):

There were no new business items to be discussed.

PUBLIC COMMENTS AND QUESTIONS:

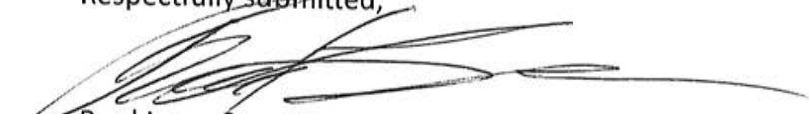
There were no public comments or questions.

Motion to Adjourn:

Chairperson Wickenheiser motioned to adjourn the meeting at 7:40 pm. This was followed by Vice-Chairperson Lynn and then Board Member Roach second it, and all favored this motion.

Next meeting scheduled for Tuesday, June 18, 2024

Respectfully submitted,



Brad Lynn, Secretary

COLUMBIA BOROUGH – PLANNING COMMISSION - WORKSHOP
Paul W. Myers Council Chambers
May 21, 2024 – 6:00PM

MINUTES

MEMBERS IN ATTENDANCE:

Mary Wickenheiser, Chairperson
Tiffani Lynn, Vice-Chairperson
Brad Lynn, Secretary
Justin Evans
Marilyn Kress Hartman
Nathan Roach

STAFF IN ATTENDANCE:

Eric Kauffman, Borough Councilperson
Paula Diffenderfer, Code Compliance Mgr.
Jessica Fieldhouse, CS Davidson

CALL TO ORDER:

Chairperson Mary Wickenheiser called the first workshop meeting of the Columbia Borough Planning Commission to order on Tuesday, May 21, 2024 at 6:02pm. The workshop meeting is to discuss items to move forward with at the Planning Commission meeting.

APPROVAL OF MINUTES:

This is the first Planning Commission Workshop meeting to be held, therefore there are no minutes to be approved at this time.

DISCUSSION ITEM(S):

- a) The Future Land Use Map is being printed now. The first change is that the existing conservation district and the existing medium density zoning line at South 9th St boundary is being expanded to incorporate cultural significance. The second change is that Deb and Tom Steiner, the owner of the property just south of Penn St, which is currently zoned light business, would like to see that changed to medium density residential. Jessica Fieldhouse does not see any issues with the change. This matter to be added to the June Planning Commission agenda to make a recommendation to Borough Council to send this to Lancaster County department for formal review, then to set up an advertising and public hearing schedule for the amendment/modification.
- b) A discussion on short term rental was led by Jessica Fieldhouse. In talking with the board, there is an even split in respect to restrictive and flexible. The more restrictive the rules are the more staff time that will be needed to enforce those rules. If the manpower is not readily available, the restrictions will be useless. Being more flexible, at the beginning at least, would give a good idea of the areas that need more structure. Downtown seems like the ideal place to have short-term rentals to bring in revenue and build up the borough.

PUBLIC COMMENTS AND QUESTIONS: NONE

Motion to Adjourn:

Mary Wickenheiser adjourned the meeting at 7:03 pm.

Next Meeting Scheduled for Tuesday, June 18, 2024

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Brad Lynn", is written over the text "Brad Lynn, Secretary". The signature is fluid and cursive, with a long horizontal stroke at the end.

Brad Lynn, Secretary

BOROUGH OF COLUMBIA – SHADE TREE COMMISSION
Paul W. Myers Council Chambers
April 22, 2024 - 6:00 PM

MINUTES

Attendees: Amanda Hawn, Julie Lehmer, Caroline McGrath, Nora Motter Stark, Emily Broich

Public: Jeffrey Groff – President of the Columbia Park Rangers, Amy Evans – Former Shade Tree Chair and Columbia Park Ranger member.

Call to Order: Julie Lehmer called the meeting to order at 6:21 PM.

Secretary's Report: Julie Lehmer motioned to approve the Secretary's Report for March as submitted, Amanda Hawn seconded, and the motion carried.

Treasurer's Report: Amanda Hawn reported the Month End balance for March as \$45,802.87, and the Actual balance as \$45,877.87. Julie Lehmer motioned to approve the Treasurer's Report for February, Caroline McGrath seconded, and the motion carried.

Public Comment: Jeffrey Groff and Amy Evans, members of the Arbor Day Committee, attended the meeting to discuss the Arbor Day ceremony.

Tree Applications:

- A) **1047 Locust St. – Lawrence and Jane VanValkenburgh** – The Shade Tree Commission tabled the permit until a certified arborist is available to assess the tree.

Maintenance/Planting Updates:

- A) **Bartlett Tree Experts Proposal** – Julie Lehmer met with Shawn Shufflebottom to discuss treatment options for trees located in the Columbia River Park and along Locust Street. Shawn is planning to attend a meeting to further discuss Bartlett Services.

Other Business

- A) **Arbor Day** – The Arbor Committee finalized the details of the Arbor Day Ceremony.

Motion to Adjourn

Julie Lehmer made a motion to adjourn the meeting, Amanda Hawn seconded, and the meeting adjourned at 6:45 PM.

Next Meeting May 20th, 2024 @ 6:00 PM