



LEO S. LUTZ  
Mayor

EVAN M. GABEL  
Solicitor

HEATHER ZINK  
Borough Council President

## COLUMBIA BOROUGH COUNCIL – REGULAR MEETING

Paul W. Myers Council Chambers

August 13, 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) – July 23<sup>rd</sup> to discuss personnel matters related to replacing staff
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 July 23, 2024
8. Presentation and Acceptance of Reports
  - a. Community Development – Eric Kauffman
    - I) Acknowledge receipt of the Columbia Market House Report for July 2024
  - b. Legislation – Kelly Murphy
    - I) Acknowledge receipt of the Active Legislation report for July 2024
  - c. Public Works & Property – Peter Stahl
    - I) Acknowledge receipt of the Public Works and Property Report for July 2024
9. Presentations
  - a. Clifton Santiago – Temporary sculpture installation in River Park
10. Mayor Lutz/Chief Brommer

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

11. Action Items:
  - a. Consider authorizing staff to advertise a public hearing for request to vacate a portion of Washington Street
  - b. Consider Change Order #1 and Application for Payment #2 for the 200 Block Union Street CDBG project



- c. Consider authorizing staff to advertise the Riverfront Storm Sewer Improvements Project for public bids
  - d. Consider approval of Application for Traffic Signal Approval for the 100-200 Block Walnut Street Project
  - e. Consider approval of Traffic Signal Maintenance Agreement for the 100-200 Block Walnut Street Project
  - f. Authorization to pay bills
12. Introduction New Business:
- a. Consider conditional use approval for 750 S. 9<sup>th</sup> St
  - b. Consider Special Event application for Albatwitch Saturday October 5, 2024, from 11 AM to 5 PM at Columbia River Park
  - c. Consider extending an offer of employment to Kenneth Boughter for the position of Highway Maintenance Worker II at a starting rate of \$25.40/hr. contingent upon background check and drug screening.
  - d. Consider Special Event Application for Sherese Kirkland to host a block/birthday party on N 6<sup>th</sup> St between Walnut St and Ave H on Saturday 8/24 from 3pm – 7pm contingent upon receipt of applicable fees and proof of insurance.
  - e. Discuss upcoming Parks and Rec events, social media, and logo.
13. Staff Reports, Comments, and Announcements
- a. Solicitor
  - b. Borough Engineer
  - c. Secretary/Treasurer
  - d. Boards, Commissions and Committees
    - I) Upcoming Meetings: HARB August 14, 2024, at 7 PM, Planning Commission Work Session August 20, 2024, at 6 PM, Planning Commission Meeting August 20, 2024, at 7 PM, Shade Tree Commission Meeting August 26, 2024, at 6 PM
    - II) Minutes: Civil Service Commission Meeting 01.09.2024, 06.11.2024, Shade Tree Commission Meeting 01.22.2024, 03.25.2024, 05.20.2024, Parks and Recreation 04.11.2024, 05.09.2024, 07.11.2024, LASA 02.22.2024, 06.27.2024, Zoning Hearing Board 06.26.2024
14. Borough Council Comments
- a. Council Members
15. Announcement of Next Meeting. At 7:00 PM on Tuesday August 27, 2024, will hold a regular Council meeting
16. Adjournment to executive session to discuss personnel matters related to replacing staff.

**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**

**July 23, 2024 - 7:00 PM**

**MINUTES**

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

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

**Councilpersons absent:** Murphy, Price

**Staff Present:** Finance Manager Bennett, Police Chief Brommer, Interim Borough Manager/Public Works Manager Graham, and Facility Service Coordinator Affeld. Solicitor Gabel was also present

2. A moment of silence was observed

3. Councilperson Stahl led the pledge to the flag

4. Announcement of Executive Session – July 9, 2024, at the conclusion of the Council meeting, to discuss litigation

5. Additions, deletions, and reorganization of agenda

- a. Motion to approve the agenda as published

<b>Motion by:</b>	<b>Second by:</b>	<b>Voice Vote:</b>
P. Stahl	T. Burgard	All Favored – Motion Carried

6. Citizen Comments Non-Agenda Items Only

- a. Frank Doutrich would like to know the status of 700 S 9<sup>th</sup> St. Is it being shown or what is going on with it? He was answered by Council President Zink and Solicitor Gabel. Frank is interested in looking at the house and possibly purchasing it. Councilperson Stahl suggested Frank get in touch with Facility Service Coordinator Affeld to look at the property. Next, Frank questioned the turnover in the Borough office, and asked about the poor office morale. Council President Zink responded. Lastly, Frank wanted to know when the McGinness project was set to begin. Councilperson Stahl let him know it would begin in the Spring of 2025.
- b. Sharon Lintner questioned, “wouldn’t getting rid of the home, even for the least amount, at 700 S 9<sup>th</sup> St, bring the Borough money as in municipal taxes rather than having to spend the money for demolition?” Solicitor Gabel explained the response.

7. Minutes for Approval

- a. Motion to approve the Borough Council meeting minutes for May 28, 2024

<b>Motion by:</b>	<b>Second by:</b>	<b>Voice Vote:</b>
E. Kauffman	P. Stahl	All Favored – Motion Carried

- b. Motion to approve the Borough Council meeting minutes for June 25, 2024

<b>Motion by:</b>	<b>Second by:</b>	<b>Voice Vote:</b>
E. Kauffman	P. Stahl	All Favored – Motion Carried

- c. Motion to approve the Borough Council meeting minutes for July 9, 2024

<b>Motion by:</b>	<b>Second by:</b>	<b>Voice Vote:</b>
E. Kauffman	P. Stahl	All Favored – Motion Carried

8. Presentation & Acceptance of Reports

- a. Community Development Eric Kauffman
  - I) Acknowledge receipt of the Zoning and Planning Report for June 2024
- b. Finance – Heather Zink – Edmunds is a good investment for reports.
  - I) Acknowledge receipt of the Finance Report for June 2024
  - II) Lien Report delayed. To be presented in August
- c. Safety/Marketing – Todd Burgard – Fire Department reports are now up to date; Special thanks to all those who helped with the Tollbooth Antiques fire on Thursday night.
  - I) Acknowledge receipt of the Public Safety Reports for Columbia Borough Police Department for June 2024, Columbia Fire Department for February, March, April, May, and June 2024, Columbia EMOG Report for June 2024, EMS Report for June 2024
  - II) Acknowledge receipt of the Codes Compliance Report and Condemnation Report for June 2024
- d. Personnel – Heather Zink
  - I) Acknowledge receipt of resignation for Finance Manager Tammy Bennett
  - II) Acknowledge receipt of resignation for Highway department employee Robert Warfel

9. Presentations - NONE

10. Mayor Lutz/Chief Brommer

- a. Mayor Lutz commented on the fire at Tollbooth and the fact that 2 officers used a drone to more efficiently fight the fire. They used the infrared camera, and working together, were able to direct the arial hose to knock down the hot spots.
- b. Senator Fetterman called to express his concern and sympathy for those affected by the fire.
- c. Only a few of the vendors had renters’ insurance. Mayor Lutz urges renters to get renters insurance to avoid this sort of loss in the future.
- d. Chief Brommer commented that the Pennsylvania State Police fire marshal has not reached a determination on the cause of the Tollbooth fire, but he is confident that it was NOT fireworks.

11. Action Items

- a. Consider adoption of Resolution 2024-27 naming Jake Graham as Borough Secretary/Treasurer

<b>Motion by:</b>	<b>Second by:</b>	<b>Voice Vote:</b>
E. Kauffman	P. Stahl	All Favored – Motion Carried

- b. Authorization to advertise the position of Finance Manager

<b>Motion by:</b>	<b>Second by:</b>	<b>Voice Vote:</b>
E. Kauffman	P. Stahl	All Favored – Motion Carried

Councilperson Fisher has done some research on places to advertise and pricing. Councilperson Burgard will assist in the postings of the positions to the different job boards.

- c. Consider adoption of Resolution 2024-28 authorizing sale of property on South 12<sup>th</sup> Street to Frank Doutrich

<b>Motion by:</b>	<b>Second by:</b>	<b>Voice Vote:</b>
E. Kauffman	P. Stahl	All Favored – Motion Carried

- d. Consider adoption of Resolution 2024-29 authorizing sale of property on Blue Lane to Blue Lane Nature Area, LLC

<b>Motion by:</b>	<b>Second by:</b>	<b>Voice Vote:</b>
E. Kauffman	P. Stahl	All Favored – Motion Carried

e. Authorization to pay bills

<b>Motion by:</b>	<b>Second by:</b>	<b>Voice Vote:</b>
E. Kauffman	P. Stahl	All Favored – Motion Carried

f. Consider authorizing staff to hire a temporary Accountant to fill the Finance Manager role until such time as a permanent replacement is selected

<b>Motion by:</b>	<b>Second by:</b>	<b>Voice Vote:</b>
B. Fisher	P. Stahl	All Favored – Motion Carried

g. Consider adoption of Resolution 21024-30 naming Laurie Gerfin-Lutz as the deputy tax collector

<b>Motion by:</b>	<b>Second by:</b>	<b>Voice Vote:</b>
P. Stahl	E. Kauffman	All Favored – Motion Carried

h. Consider authorizing staff to advertise the position of Highway Maintenance 2

<b>Motion by:</b>	<b>Second by:</b>	<b>Voice Vote:</b>
E. Kauffman	T. Burgard	All Favored – Motion Carried

12. New Business

a. Consider Special Event application for the Conejohela Flats Open, August 3, 2024, from 7 AM to 4 PM at River Park

<b>Motion by:</b>	<b>Second by:</b>	<b>Voice Vote:</b>
E. Kauffman	P. Stahl	All Favored – Motion Carried

b. Consider Special Event application for the Clifford Edmond Event August 31, 2024, and September 1, 2024, from 12 PM to 9 PM at Makle Park

<b>Motion by:</b>	<b>Second by:</b>	<b>Voice Vote:</b>
B. Fisher	E. Kauffman	All Favored – Motion Carried

c. Consider Special Event application for Susquehanna National Heritage Area to host Canoemobile Field Trips from 8 AM to 4 PM beginning October 2, 2024, and ending October 8, 2024

<b>Motion by:</b>	<b>Second by:</b>	<b>Voice Vote:</b>
E. Kauffman	P. Stahl	All Favored – Motion Carried

13. Staff Reports, Comments, and Announcements

- a. Solicitor Gabel – Lien report will be available on August 13<sup>th</sup>, payments for those two properties should be made within the next few weeks.
- b. Secretary/Treasurer – Thank you Tammy and Bob for the great work that they’ve done here at the Borough and would just like to wish them the best.
- c. Boards, Commissions, and Committees
  - I) Upcoming Meetings: Zoning, July 31, 2024, Parks and Rec, August 8, 2024
  - II) Minutes approved: Planning Commission June 18, 2024

14. Borough Council Comments

- a. Council Members
  - I. Councilperson Burgard – TextMyGov... we’ll get there. It’s a process.
  - II. Councilperson Fisher – Tammy, thanks for everything. Wish you all the best.
  - III. Councilperson Kauffman – Started off by saying thank you to Tammy and Bob, then stated Rick Fisher will be holding a community appreciation for the fire department at the Market House on August 30<sup>th</sup>, \$50 per person for stories/ghost tales and haunted areas of River

Towns and tours of the dungeon. Reach out to Rick Fisher for further information. He then questioned the status of the sale of the wastewater treatment plant and the firehouse. Solicitor Gabel responded with an update and will follow up on his response. Lastly, the date for National Night Out has been confirmed to be Tuesday August 6<sup>th</sup>.

- IV. Councilperson Stahl – After saying thank you to Tammy, he shared a quote he once read, “Nobody notices what I do until I don’t do it.” Thank you for cleaning up the finance department when you came. We will notice you’re gone.
- V. Council President Zink – Thank you, Tammy. We appreciate you for always questioning “where’s the money coming from?”. Thank you to Bob also.

- 15. Announcement of next meeting. At 7:00 PM on **THURSDAY** August 8, 2024, Council will hold a Workshop Session
- 16. Motion to adjourn to Executive Session at 8:10 PM to discuss personnel matters related to replacement of staff

<b>Motion by:</b>	<b>Second by:</b>	<b>Voice Vote:</b>
B. Fisher	P. Stahl	All Favored – Motion Carried

**MOTIONED AND APPROVED** this 13<sup>th</sup> day of August 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:**

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Heather Zink, Council President

**ATTEST:**

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Jake Graham, Secretary/Treasurer



## Columbia Market House July 2024 Report

### July 2024 Private Events

Tara M. Janson Rehearsal Dinner	Parkesburg, Chester County PA	7/12/2024
Kirsten Young First Birthday	Lancaster, Lancaster County PA	7/14/2024
The Eden Alternative Educator	Rochester, Monroe County NY	7/17-23/2024
Renaissance Society of York Dinner	York, York County PA	7/18/2024
Alyssa Green Bridal Shower	Conestoga, Lancaster PA	7/21/2024
Kathy Brooks Retirement Party	Lancaster, Lancaster PA	7/24/2024

August 2024 booked events- 6

### Notice of Lease Termination

Brasilian Sweet & Treats	Lease terminated due to absenteeism (5 interested in stand)
Chef Lex	60 day notice submitted- new endeavors (replaced by bakery 9/24)
South Lime Restaurant	60 day notice submitted/ End of August (2 interested restaurants)

### New Permanent Vendor

White Horse Produce- Owner Sam Blank, Gap, PA Very large selection of produce/ busy 1<sup>st</sup> week

### Maintenance

Dungeon rehabilitation- lighting system was purchased and will be installed late August

General- bathrooms and other wash areas have no problems, electrical have no issues

Kitchen- dishwasher, convection and gas ovens, ice machine and walk-in working good with no maintenance call to Clark in over (2) years

### Active Legislation Priority List

Priority	Originated	Category	Code Section	Purpose	Due Date	Lead	Status
HIGH	Borough	Code Amendments	Chapter 112	Roles of the Code Official (See also Amendment to Chapter 166	12/31/2024	Paula	In process
HIGH	Borough	Code Amendments	Chapter 166	Rental Properties (See also Amendment to Chapter112)	1/1/2025	Paula	In process
HIGH	Borough	Code Amendments	Chapter 186	Streets/Curbs/Sidewalks	Spring 2024	Derek/Jake/Mark	June 11 BC to advertise
HIGH	Borough	Code Amendments	Chapter 220	Short Term Rentals	Fall 2024	Staff	PC Reviewing now
HIGH	Borough	Code Amendments	Chapter 220	Text amendments related to the MIP Project including use table and dimensional changes	Spring 2024	Staff/Jessica F	in process waiting on LCPC comments
MEDIUM	Borough	Code Amendments	Various	Special Events Ordinance	Fall-2024	Pam A/Chief/Mark	In process
HIGH	Borough	Code Amendments	Chapter 90	Park and Open Space Rules	Summer 2024	Evan/Mark	June 11 BC to advertise Evan to get comments from stakeholders to review and comment.
HIGH	Borough	Code Amendments	Nuisances	Consolidate into one ordinance	Spring 2024	Evan/Mark/Paula	In process - CSD is pulling this together
HIGH	Borough	Code Amendments	Chapter 24	Fire Department/Fire Chief	Spring 2024	Mark	Not started
MEDIUM	Borough	Code Amendments	Chapter 198	Food Truck ordinance	Winter 2024	Mark	Not started - Include in part with Special events and also need stand alone regulations.
MEDIUM	Borough	Code Amendments	Chapter 207.7-19	Update Parking	Winter 2024	Evan/Jake/Mark/Chief/Derek	Not started
MEDIUM	Borough	Code Amendments	Chapter 220	Text amendment related to the 2019 Rezoning	Fall 2024	Staff	In process with PC
MEDIUM	Borough	Code Amendments	Various	Update Code to remove references to Committees	2024	Mark/Evan	Not started
LOW	Borough	Code Amendments	Chapter 66	Market House Amendments	Winter 2024	Chris V/Mark	Not started
LOW	Borough	Code Amendments	Chapter 220	Rezoning of N Second Street properties	Fall 2024	Staff	In process with PC
LOW	Borough	Code Amendments	Chapter 220	Downtown Business district text amendment	Fall 2024	Staff	In process with PC
LOW	Borough	Code Amendments	Chapter 130	HARB Amendments	2025	Unassigned	Not Started
HIGH	Borough	Rezoning		Rezoning of 740 S 12th Street	Summer 2024	Jessica	Sent to County for review Check for adoption date
MEDIUM	Borough	Code Amendments	Section 493(34) of the Liquor Code, 47 P.S. § 4-493(34)	PLCB	Summer 2024	Evan	Tabled by Council
MEDIUM	Borough	Code Amendments	Chapter 202	Amend the number of members on the Shade Tree Commission	2024	Mark/Evan	No Adopted
	Borough	Code Amendments	130 Historic District	Solar panels	Summer 2024		
	Borough		Homelessness issue	Need enforcement and legislation			Regulations for temp shelter in a place of worship or a CU for a perminant location
	Borough	Ordinance		100 - 200 Block Walnut Street ROW Width	July 23 or Aug 13	Evan & Derek	
	Borough	Code Amendments	Chapter 220	Accessory Dwelling Units		Jessica/Planning Commission	PC Reviewing now





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

To: Peter Stahl, Public Works/Property Chairperson, Columbia Borough Council  
From: Jake Graham, Columbia Borough Public Works Department  
RE: **Public Works Department Report for July 2024**

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○ **2024 Paving Projects by Borough Crews**

Borough Crews have completed the paving of the 1100 block of Locust Street and the 1200 block of Chestnut Street

1100 block Locust Street ✓ S Third Street (Locust to Cherry)	1200 block Chestnut Street ✓ S Second St (Cherry to Union)	600 block Poplar Street Avenue C (Cedar to 2 <sup>nd</sup> ) ✓
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○ **Hometown Heroes Banners**

Borough Crews completed the installation of Veteran’s Banners on streetlight and utility poles throughout the Borough. 635 Banners have been installed, completing this project with the exception of periodic maintenance

○ **1100 Ridge Ave Property**

Recently, the electric service has been installed to the property. Public Works personnel installed wiring for two security cameras along with three lights around the building. App Techs are scheduled to install the two security cameras on August 12<sup>th</sup>

○ **2024 Chevrolet 3500 Truck**

The Public Works Department recently took delivery of a 2024 Chevrolet 3500 Truck with a utility body from Enterprise Fleet. This truck will replace a 2016 Chevrolet 2500 Pickup Truck

○ **Borough Yard Waste Recycling Facility**

Due to the recent June and July heat and dry conditions, incoming yard waste totals have been significantly lower for the month of July. In July of 2023, 318 tons of yard waste was delivered and in July 2024 only 224 tons of yard waste was delivered to the facility  
Contracted Municipalities dropped off **224.04 Tons** of yard waste in July. **510 cu yds** of Compost was purchased by Contractors in July with 1,665 cu yds to date

○ **Curb Side Yard Waste Pick Up**

Borough Crews started collection on Monday April 1<sup>st</sup> and will continue every Monday through November 12<sup>th</sup> which will be the last day of pickup for the season. **17.12 Tons** of yard waste was picked up in July. Starting in April, the recycling facility will be open the second and fourth Saturday of the month through October 26



July 19, 2024

Borough of Columbia  
Attn: Heather Zink, Council President  
308 Locust Street  
Columbia, PA 17512

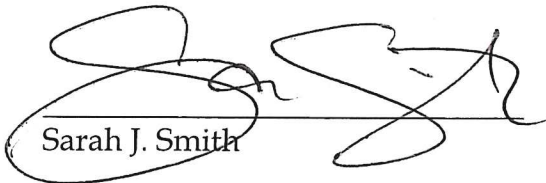
RE: Washington Street

Dear Borough of Columbia Council:

We, Sarah J. Smith and Emily E. Smith, are the owners of a portion of Washington Street. We received this portion from the Borough of Columbia through the Columbia Ordinance No. 740 dated October 11, 2004 and effective November 30, 2004. Through this ordinance the Borough of Columbia vacated, abandoned, and removed said premises from the official map of the Borough of Columbia and conveyed to us.

We are now requesting that the second section of Washington Street situate North of Barber Street and South of "U" Avenue in Columbia Borough, Lancaster County, Pennsylvania, be vacated, abandoned, and removed said premises from the official map of the Borough of Columbia. Attached is the legal description of Washington Street prepared by Rettew Associates that Sarah J. Smith and Emily E. Smith are seeking from the Borough of Columbia.

Very truly yours,

  
\_\_\_\_\_  
Sarah J. Smith

  
\_\_\_\_\_  
Emily E. Smith

Right-of-Way Description of Washington Street  
Columbia Borough, Lancaster County, Pennsylvania

ALL THAT CERTAIN portion of right-of-way of Washington Street situate North of Barber Street and South of "U" Avenue in Columbia Borough, Lancaster County, Pennsylvania as shown on the Exhibit for Right-Of-Way Abandonment of Washington Street prepared by RETTEW Associates, drawing number 0127401995, dated July 2, 2024, and being more fully bounded and described as follows:

BEGINNING at a point along the western side of Washington Street (14' wide) where it is intersected by the northern right-of-way line of Barber Street (40' wide) said point being the southeastern corner of lands now or formerly of Thomas L. and James A. Smith; thence along the western side of Washington Street and the eastern line of lands now or formerly of Thomas L. and James A. Smith N 15° 49' 49" E a distance of 72.98 feet to a point, said point being a common corner with lands now or formerly of Sarah J. and Emily E. Smith; thence along lands now or formerly of Sarah J. and Emily E. Smith the following two (2) courses and distances: 1) S 74° 10' 11" E a distance of 14.00 feet to a point, 2) S 15° 49' 49" W a distance of 70.00 feet to a point at the intersection of the easterly right-of-way line of Washington Street and at the said northern right-of-way line of Barber Street; thence along the said northern right-of-way line of Barber Street N 86° 10' 27" W a distance of 14.31 feet to the point and place of BEGINNING.

CONTAINING: 1,001 square feet.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N15°49'49"E	72.98'
L2	S74°10'11"E	14.00'
L3	S15°49'49"W	70.00'
L4	N86°10'27"W	14.31'



**BARBER STREET** *Edge Bituminous*

R/W

ADJOINER TABLE

<p>(A) N/F SARAH J. &amp; EMILY E. SMITH ACCOUNT # 110-66919-0-0000 INSTRUMENT # 5959116</p>	<p>(C) N/F SARAH J. &amp; EMILY E. SMITH ACCOUNT # 110-64509-0-0000 INSTRUMENT # 6298202</p>
<p>(B) N/F SARAH J. &amp; EMILY E. SMITH ACCOUNT # 110-65486-0-0000 INSTRUMENT # 5959066</p>	<p>(D) N/F THOMAS L. &amp; JAMES A. SMITH ACCOUNT # 110-59947-0-0000 DEED BOOK Z-90, PAGE 451</p>

LEGEND

R/W ABANDONMENT OF WASHINGTON STREET CONTAINING 1,001 SF

Z:\Shared\Projects\01274\0127401995 Smith's Hotel Projects\07 CAD

RIGHT-OF-WAY ABANDONMENT EXHIBIT FOR

**WASHINGTON STREET**

COLUMBIA BOROUGH

LANCASTER, COUNTY PA



RETTEW Associates, Inc.  
3020 Columbia Avenue, Lancaster, PA 17603  
Phone (800) 738-8395  
Email: rettet@rettet.com  
Website: www.rettet.com

DRAWN BY: BLB

DATE: 7/2/24

SCALE: 1"=30'

DWG. NO. 0127401995

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** August 13, 2024

**DEPARTMENT:** Public Works

**TITLE:** 200 Block Union Street CDBG Improvements

**BACKGROUND AND JUSTIFICATION:** Construction has been completed. The original contracted price was \$299,994.80, and the final contract price is \$281,519.50.

Attached is the Application for Payment No. 2 Final authorizing the Net Amount Approved for Payment of \$123,101.54 and Contract Change Order No. 1 Final, which reduces the contract by \$18,475.30.

**MOTION:**

Move to approve authorization of Application for Payment No. 2 Final and Contract Change Order No. 1 Final.

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
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)	81,519.50	0	0	0	0
External Revenues (Grants)	200,000.00	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>281,519.50</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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):** Application for Payment No. 2 Final  
Contract Change Order No. 1 Final

**Engineer's Project No:** 3981.4.37.00  
**AFP covers period ending:** 6/28/24

**AFP No:** 2 Final  
**Date:** 8/8/2024

**Contract:** 200 Block Union Street CDBG Improvements

**From:**  
**Contractor:** Construction Masters Services, LLC  
**Address:** 150 Grings Hill Road  
Sinking Spring, PA 19608

**To:**  
**Owner:** Columbia Borough  
**Address:** 308 Locust Street  
Columbia, PA 17512

The undersigned certifies that all work performed and materials accepted, but not incorporated, for which Application for Payment is hereby made, has been completed in accordance with the Contract Documents, and that the measured quantities of work shown on the attached Payment Schedule are correct. Subject to final verification of quantities by the Engineer upon completion of all work and final inspection. The undersigned further certifies that any and all claims for payment as of the date of this pay period are hereby made, and that no additional claims of any nature will hereafter be made for work completed as of the end of this pay period, excepting only for claims arising from corrections of quantity measurements.

The undersigned certifies that the TOTAL VALUE OF ALL WORK AND MATERIAL TO DATE (5) shown below, less the total amounts previously paid, constitutes the full claim, including retainage, of the Contractor against the Owner as of the date of this pay period.

**Contractor:** Construction Masters Services, LLC

**Signed By:** \_\_\_\_\_

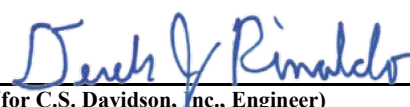
**Date:** \_\_\_\_\_

Original value of contract items to date (itemized on Payment Schedule)	<u>\$280,059.50</u>	(1)
Extra work approved on previous applications	<u>\$0.00</u>	
Extra work this application (attach detailed records)	<u>\$1,460.00</u>	(2)
Materials accepted, not incorporated in completed work (see inventory)	<u>\$0.00</u>	(3)
<b>Total Value of All Work and Material to Date</b>	<u>\$281,519.50</u>	(4)
Less amounts previously paid	<u>\$158,417.96</u>	(5)
Total claim of contractor (includes retainage)	<u>\$123,101.54</u>	(6)

**Engineer Approval**

Recommend Retainage of 0% of (1) above. \$0.00 (7)

**Net Amount Approved for Payment** \$123,101.54 (8)

**Signed:**   
(for C.S. Davidson, Inc., Engineer)

**Date:** 8/8/24

**Contract Budget Control**

**Contract Amount**  
**(Based on estimated quantities)**

Authorization	Date	Change Order	Current Contract Amount
Proposal Quantities			<u>\$299,994.80</u>
Change Order No. 1 Final	<u>8/6/2024</u>	<u>(\$18,475.30)</u>	<u>\$281,519.50</u>
Change Order No. 2			
Change Order No. 3			
Change Order No. 4			
Change Order No. 5			
Change Order No. 6			
Change Order No. 7			
Change Order No. 8			
Change Order No. 9			
Change Order No. 10			

Engineer's Project No: 3981.4.37.00

 Application No. 2

 Contract: 200 Block Union Street CDBG Improvements

 Pay Period Ending: 6/28/24

 Contract Amount: \$299,994.80
**From:**
**Contractor:** Construction Masters Services, LLC
**Address:** 150 Grings Hill Road
Sinking Spring, PA 19608
**To:**
**Owner:** Columbia Borough
**Address:** 308 Locust Street
Columbia, PA 17512

Bid Item No.	Description	Proposal Quantity	Unit	Unit Quantity To Date	Contract Unit Price	Total Value To Date
2.01	Mobilization	1	L.S.	1	\$11,145.00	\$11,145.00
2.01.01	Maintenance and Protection of Traffic	1	L.S.	1	\$2,100.00	\$2,100.00
2.06	Soil Erosion and Sedimentation Control	1	L.S.	1	\$2,090.00	\$2,090.00
2.08	Finish Grading and Seeding	1	L.S.	1	\$1,245.00	\$1,245.00
3.05.08.01	Bike-Safe Inlet Grate Replacement	2	Ea.	2	\$1,650.00	\$3,300.00
3.98	Roof Leader Drains	20	Ea.	24	\$595.00	\$14,280.00
3.99	Breezeway Trench Drains	11	Ea.	16	\$788.00	\$12,608.00
6.01	Mass Concrete	2	C.Y.	0	\$1,100.00	\$0.00
7.04.02	Profile Milling (0" - 2")	2,300	S.Y.	2,300	\$5.45	\$12,535.00
7.05.01	Superpave Scratch & Wearing Course, 9.5 mm (1 1/2" - 2")	300	Tons	284	\$119.25	\$33,867.00
7.08.01	Cement Concrete Curb	800	L.F.	725	\$108.40	\$78,590.00
7.09.01.04	4" Thick Concrete Sidewalk	4,700	S.F.	4,197	\$13.75	\$57,708.75
7.09.01.06	6" Thick Concrete Sidewalk	1,875	S.F.	1,906	\$17.50	\$33,355.00
7.10.15	Detectable Warning Pad	4	Ea.	4	\$436.70	\$1,746.80
7.15	Bituminous Driveway Restoration	50	S.Y.	31	\$105.45	\$3,268.95
7.89	Base Repair	100	S.Y.	0	\$59.00	\$0.00
7.99	Paving Fabric	2,300	S.Y.	2,350	\$5.20	\$12,220.00

**Subtotal or Total of Contract Items to Date: \$280,059.50**





**Engineer's Project No:** 3981.4.37.00

**AFP No:** 2 Final

**Date:** 8/8/24

**Contract:** 200 Block Union Street CDBG Improvements

**Contractor:** Construction Masters Services, LLC

**Owner:** Columbia Borough

	<b>Total Approved</b>	<b>Paid Previous</b>	<b>Paid this Application</b>
Authorized by Change Order No. <u>1 Final</u> Date: <u>8/6/2024</u>			
1) Utility Concrete Patch	\$1,460.00	\$0.00	\$1,460.00
<b>Totals:</b>	<b>\$1,460.00</b>	<b>\$0.00</b>	<b>\$1,460.00</b>

Engineer's Project No: <u>3981.4.37.00</u>	No: <u>1 Final</u>
Owner's Project No: <u>N/A</u>	Date: <u>8/6/24</u>
Project: <u>200 Block Union Street CDBG Improvements</u>	Contract Date: <u>5/6/24</u>
Owner: <u>Columbia Borough</u>	Contractor: <u>Construction Masters Services, LLC</u>

*The Contractor is hereby requested to comply with the following changes from the contract plans and specifications.*

<u>Description of Changes</u>	<u>Decrease in Contract Price</u>	<u>Increase in Contract Price</u>
1. Utility Concrete Patch. See the attached proposal	\$0.00	\$1,460.00
2. Add 4 Ea. Of Bid Item No. 3.98 Roof Leader Drains at \$595 per Ea.	\$0.00	\$2,380.00
3. Add 5 Ea of Bid Item No. 3.99 Breezeway Trench Drains at \$788 per Ea.	\$0.00	\$3,940.00
4. Delete Bid Item No. 6.01 Mass Concrete	(\$2,200.00)	\$0.00
5. Delete 16 Tons of Bid Item No. 7.05.01 Superpave Scratch & Wearing Course, 9.5 mm (1 1/2"-2") at \$199.25 per Ton	(\$1,908.00)	\$0.00
6. Delete 75 S.F. of Bid Item No. 7.08.01 Cement Concrete Curb at \$108.40 per L.F.	(\$8,130.00)	\$0.00
7. Delete 503 S.F. of Bid Item No. 7.09.01.04 4" Thick Concrete Sidewalk at \$13.75 per S.F.	(\$6,916.25)	\$0.00
8. Add 31 S.F. of Bid Item No. 7.09.01.06 6" Thick Concrete Sidewalk at \$17.50 per S.F.	\$0.00	\$542.50
9. Delete 19 S.Y. of Bid Item No. 7.15 Bituminous Driveway Restoration at \$105.45 per S.Y.	(\$2,003.55)	\$0.00
10. Delete Bid Item No. 7.89 Base Repair	(\$5,900.00)	\$0.00
11. Add 50 S.Y. of Bid Item No. 7.99 Paving Fabric at \$5.20 per S.Y.	\$0.00	\$260.00
Totals:	(\$27,057.80)	\$8,582.50
<b>Net Change in Contract Price:</b>		<b>(\$18,475.30)</b>

**Justification:**

Addition of work for Utility Concrete Patch. Balancing contract change order to finalize bid items.



**Engineer's Project No:** 3981.4.37.00 **No:** 1 Final  
**Owner's Project No:** N/A **Date:** 8/6/24  
**Project:** 200 Block Union Street CDBG Improvements **Contract Date:** 5/6/24  
**Owner:** Columbia Borough **Contractor:** Construction Masters Services, LLC

*The changes result in the following adjustment of Contract Price and Time:*

<b>Price:</b>	Original Contract Price:	<u>\$299,994.80</u>
	Contract Price prior to this Change Order:	<u>\$299,994.80</u>
	Resulting from this Change Order: Net Decrease	<u>(\$18,475.30)</u>
	Current Contract price including this Change Order:	<u>\$281,519.50</u>
<b>Time:</b>	Contract Time will be: Unchanged	<u>0</u> Days
	The date for completion of all work will be:	<u>8/2/24</u> (Date)

*This Document will become a supplement to the Contract and all provisions will apply hereto.*

**Requested by:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*Owner - Columbia Borough*

**Recommended by:** *Joseph J. Rinaldo* **Date:** 8/6/24  
*Owner's Engineer - C.S. Davidson, Inc.*

**Accepted by:** *[Signature]* **Date:** 8/7/24  
*Contractor - Construction Masters Services, LLC*

**Approved by:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*Federal Agency - LCHRA*

# Construction Masters Services, LLC

P.O. Box 1063  
Reading, PA 19607  
THE UNITED STATES OF AMERICA

Phone: (610) 777-1061  
Fax: (610) 777-1062

*Building the World of Today for the Next Generation...*

<b>To:</b> Columbia Borough <b>Address:</b> 308 Locust Street Columbia, PA 17512	<b>Contact:</b> <b>Phone:</b> <b>Fax:</b>
<b>Project Name:</b> 200 Block Union Street CDBG Improvements <b>Project Location:</b> Union Street, Columbia, PA	<b>Bid Number:</b> CM24124 <b>Bid Date:</b> 4/2/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
18	Utility Concrete Patch	1.00	LS	\$1,460.00	\$1,460.00

**Total Bid Price:** \$1,460.00

**Payment Terms:**

100% net 30. 0% retainage.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Construction Masters Services, LLC</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Chad Redcay 610-777-1061 credcay@constructionmastersservices.com</p>
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# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** August 13, 2024

**DEPARTMENT:** Public Works

**TITLE:** Riverfront Storm Sewer Replacement

**BACKGROUND AND JUSTIFICATION:** The Borough was awarded a PA Small Water and Sewer Grant in the amount of \$233,727 for the replacement of the storm sewer system between Heritage Drive and the Susquehanna River. The grant application and cost estimate were based on the complete replacement and realignment of the system including the addition of multiple junction point stormwater inlets. Following preliminary design, the Borough Engineer researched alternative methods for achieving the goals of the project and received a quote from a pipe lining company that utilizes a reinforced gunite concrete method that is feasible and cost-effective for this project.

The concrete lining will provide a structural rehabilitation of the pipe through a trenchless method. This will alleviate significant impacts to the property owners and also greatly reduce the overall project cost.

Although the contractor is COSTARS-approved, the DCED grant utilizes federal ARPA funds and requires a formal bidding process.

**MOTION:**

Move to authorize C.S. Davidson to advertise the Riverfront Stormwater Replacement project.

**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)	\$127,500	0	0	0	0
In-kind Match	\$22,500	0	0	0	0
<b>Net Fiscal Impact</b>	<b>\$150,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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):** None

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** 8/13/2024

**DEPARTMENT:** Public Works

**TITLE:** 100-200 Block Walnut Street Traffic Signal Application

**BACKGROUND AND JUSTIFICATION:** The reconfiguration of the 100-200 Blocks of Walnut Street to a one-way street will require a slight modification to the traffic signal at the Front Street (SR 441) intersection. To align with the new location of the travel lane, the signal head will need to be slid south on the existing mast arm. The attached TE-160 form is required to be signed and submitted to PennDOT to permit this change.

**MOTION:**

Move to authorize the signature and submission of the Application for Traffic Signal Approval for the Walnut Street Project.

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
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
<b>Net Fiscal Impact</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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):** TE-160 Form “Application for Traffic Signal Approval”



# APPLICATION FOR TRAFFIC SIGNAL APPROVAL

PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK

## A – Maintenance and Operation Information

- Municipality has a fully executed Commonwealth and Municipal Traffic Signal Maintenance Agreement covering all signals in the municipality, Agreement # \_\_\_\_\_, with an effective date of \_\_\_\_\_. Issuance of a new or revised permit amends Municipality's signal list in TSAMS.
- Municipality does not have an existing Commonwealth and Municipal Traffic Signal Maintenance Agreement covering all signals in the municipality. Traffic Signal Maintenance Agreement must be completed, executed by the municipality, and attached to this application.

## B – Application Description

PennDOT District: 8-0 County: Lancaster Municipality: Columbia Borough

Location (Intersection): Front Street (SR 0441) and Walnut Street

Traffic Control Device is:  NEW Traffic Signal  EXISTING Traffic Signal, permit # 87-294

- Type of Device (select one):
- Traffic Control Signal
  - Electronic Sign
  - Flashing Warning Device
  - In-Roadway Warning Lights
  - Intersection Control Beacon
  - Rectangular Rapid Flashing Beacon (RRFB)
  - School Zone Speed Limit Sign
  - LED Border Lit Sign
  - Other \_\_\_\_\_

Is Traffic Signal part of a system?  Yes  No System Number (if applicable): \_\_\_\_\_

If YES, provide locations of all signalized intersections in system.

Explain the proposed improvements.

Modify east leg of the signal (Walnut St.) to account for one-way (westbound) operation on this leg of Walnut Street.

## C – Attachments Listing

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Municipal Resolution           | <input type="checkbox"/> Location Map               | <input type="checkbox"/> Traffic Volumes/Pedestrian Volumes                   |
| <input type="checkbox"/> Letter of Financial Commitment | <input type="checkbox"/> Photographs                | <input type="checkbox"/> Turn Lane Analysis                                   |
| <input type="checkbox"/> Warrant Analysis               | <input type="checkbox"/> Straight Line Diagram      | <input type="checkbox"/> Turn Restriction Studies                             |
| <input type="checkbox"/> Crash Analysis                 | <input type="checkbox"/> Capacity Analysis          | <input type="checkbox"/> Municipal Contact Information                        |
| <input type="checkbox"/> Traffic Signal Study           | <input type="checkbox"/> Traffic Impact Study (TIS) | <input checked="" type="checkbox"/> Other: <u>Clearance &amp; Ped Timings</u> |
| <input checked="" type="checkbox"/> Condition Diagram   |   |   |

## D – Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location identified above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. Applicant agrees to own and maintain the traffic signal in accordance with the Commonwealth and Municipal Traffic Signal Maintenance Agreement referenced in Section A.

By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Municipal Authorized Official: Heather Zink

Title of Signatory: Borough Council President

### DEPARTMENT USE ONLY

County: \_\_\_\_\_ Engineering District: \_\_\_\_\_

Department Tracking #: \_\_\_\_\_ Initial Submission Date: \_\_\_\_\_

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** 8/13/2024

**DEPARTMENT:** Public Works

**TITLE:** 100-200 Block Walnut Street Traffic Signal Maintenance Agreement

**BACKGROUND AND JUSTIFICATION:** As part of the Borough’s Application for Traffic Signal Approval for the traffic signal at the Front Street (SR 441) intersection, PennDOT requires a formal maintenance agreement to be executed. The requirement for this agreement did not begin until March 2021, which is why there is not already an agreement in place. The execution of this agreement will not change anything as the Borough already performs all maintenance activities on this light.

**MOTION:**

Move to authorize the execution of a Traffic Signal Maintenance Agreement for the signal at the Walnut Street and Front Street intersection pending Solicitor review

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
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
<b>Net Fiscal Impact</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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):** Commonwealth and Municipal Traffic Signal Maintenance Agreement



AGREEMENT NO.: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

**COMMONWEALTH AND MUNICIPAL  
TRAFFIC SIGNAL MAINTENANCE AGREEMENT**

This Commonwealth and Municipal Traffic Signal Maintenance Agreement (“Agreement”) is made between the Commonwealth of Pennsylvania, Department of Transportation (“PennDOT”)

and

\_\_\_\_\_, a political subdivision in the County of \_\_\_\_\_, Pennsylvania, by acting through its proper official (“Municipality”).

**BACKGROUND**

This Agreement is pursuant to 74 Pa.C.S. Chapter 92 (relating to traffic signals) and 75 Pa.C.S. § 6122 (relating to authority to erect traffic control devices) to define maintenance requirements for all traffic signals within the Municipality.

Local authorities are required to obtain the approval of PennDOT prior to erecting any traffic signal pursuant to 75 Pa.C.S. § 6122(a)(2). Local authorities are responsible for the installation, revision, maintenance, operation and removal of traffic signals on highways under their jurisdiction with written PennDOT approval pursuant to 67 Pa. Code § 212.5(c)(1). The Municipality is a local authority having the authority to enact laws relating to traffic pursuant to the definition in 75 Pa.C.S. § 102.

The Municipality is required to enter into an agreement with PennDOT to properly maintain and time traffic signals for critical corridors pursuant to 74 Pa.C.S. § 9202(b). The Municipality may enter into an agreement with PennDOT to properly maintain and time traffic signals for designated corridors pursuant to 74 Pa.C.S. § 9202(a). An agreement is required as a condition of eligibility for financial assistance out of the Motor License Fund to replace, synchronize, time, operate, and maintain traffic signals pursuant to 75 Pa.C.S. § 9511(e.1)(5).

Traffic signal equipment is installed to serve a specific purpose through a distinct mode of operations.

PennDOT and the Municipality share a common interest in facilitating the safe and efficient management of traffic flow on a daily basis as well as during incidents.

The parties agree, with the intent to be legally bound, to the following:

1. **Defined Terms.** In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the terms set forth below shall have the respective meanings set forth below.
  - a. **Maintenance** means preventative, periodic, and emergency work (including by contract), as described in this Agreement. The definition shall include all work forms and tenses (including, but not limited to, maintain, maintained, and maintaining).
  - b. **Personally Identifiable Information** means individual's name, address, photograph, social security number, driver identification number, photograph, medical or disability information, or a combination of that information, as per 18 U.S.C. § 2725(3), the Breach of Personal Information Notification Act, 73 P.S. § 2301, et seq., Commonwealth IT Policy ITP-SEC019 (Policy and Procedures for Protecting Commonwealth Electronic Data), and the applicable OPD documents publicly available at: <https://www.oa.pa.gov/Policies/Pages/itp.aspx>.

- c. **Traffic Control Devices** means geometric features, signs, signals, pavement markings, pedestrian accommodations, and other items associated with traffic control devices.
  - d. **TSAMS** means Traffic Signal Asset Management System and is the preferred method for electronic record keeping.
  - e. **Traffic Signal** means an electronically operated traffic control device that facilitates the orderly movement of traffic (including, without limitation, traffic control signals, pedestrian signals, flashing beacons, emergency vehicle access signals, lane-use control signals, ramp metering signals, school warning systems, and in-roadway lights). The useful life of traffic signal equipment is defined as the time from installation until it is either removed or replaced with signal equipment or other traffic control device(s) which better serves the need of the intersection.
  - f. **Traffic Signal Permit** means a document issued by PennDOT, which:
    - i. approves installation of the Traffic Signal;
    - ii. captures some basic information such as who the permit is issued to, the hours that the Traffic Signal will be on flash, the type of controller mounting, and the permittee's responsibilities; and
    - iii. contains information about the operation of the Traffic Signal, the placement of signal equipment, signing, and markings, and a signal plan sheet showing a scaled drawing of the intersection with the approved Traffic Signal and other associated traffic control devices (such as signal structures, vehicular and pedestrian signal heads, controller, traffic detectors, traffic signs and any sign structures, pavement markings, pedestrian curb ramps).
2. **Applicability.** This agreement applies to all traffic signals in the Municipality for which a Traffic Signal Permit has been issued by PennDOT. Traffic Signals shall remain subject to this Agreement in perpetuity unless and until the Traffic Signal Permit is cancelled by PennDOT. A record of Traffic Signal Permits is maintained electronically by PennDOT and may be accessed at any time by the Municipality.
3. **Ownership of Traffic Signals and Maintenance Requirements.**

**a. Ownership.**

- i. Title to all Traffic Signal installations shall vest in the Municipality, unless PennDOT has indicated otherwise through publication in the Pennsylvania Bulletin pursuant to 74 Pa.C.S. § 9202(i)(1).
- ii. When a new Traffic Signal is constructed, ownership of the Traffic Signal transfers to the Municipality upon end of the thirty- (30-) day test period. PennDOT will confirm end of the thirty- (30-) day test period in writing.
- iii. When a Traffic Signal is modified, ownership of the modified elements of the Traffic Signal transfers to the Municipality upon end of the thirty- (30-) day test period in writing. Traffic Signal appurtenances that are not modified as part of the work remain under ownership of the Municipality.
- iv. All items associated with the Traffic Control Device are the Municipality's responsibility, as documented on the Traffic Signal Permit issued by PennDOT. Longitudinal pavement markings on state highways are the responsibility of PennDOT and will be maintained by PennDOT.
- v. The Municipality shall, at its own expense, operate the Traffic Signals in accordance with the permit(s) issued by PennDOT.

**b. Preventative and Response Maintenance.**

- i. The Municipality shall provide preventative and response Maintenance at its own expense, for all Traffic Signals owned by the Municipality in order to provide the Maintenance program described in this Agreement.
- ii. The required preventative and response Maintenance functions shall be provided in the manner indicated in Exhibit A, attached to and made part of this Agreement.
- iii. The Municipality agrees that the provisions of Exhibit B, attached to and made a part of this Agreement, shall apply if either Maintenance function is performed using municipal personnel.
- iv. If the Municipality employs a contractor to perform either Maintenance function, the Municipality agrees to submit the name and address of the contractor to PennDOT using the form in Exhibit C, attached to and made part of this Agreement, together with a copy of the agreement between the

contractor and the Municipality. The Municipality shall submit a revised Municipal Contact Form (Exhibit C) within thirty (30) days of any changes to the information contained on the form. The form shall be submitted to the attention of the District Traffic Engineer within the PennDOT Engineering District encompassing the Municipality, or in such other format as prescribed by PennDOT. The use of a contractor does not relieve the Municipality of any obligations of this Agreement.

**c. Maintenance Records.**

- i. The Municipality agrees to prepare and retain an accurate record of the preventative and response Maintenance activities performed on Traffic Signals owned by the Municipality in accordance with the provisions of Exhibit D, attached to and made part of this Agreement.
- ii. The Municipality shall make Maintenance records available at all reasonable times for inspection by PennDOT.

**4. Failure to Perform Maintenance.** If the Municipality fails to fulfill its responsibilities as described herein, PennDOT shall provide written notice pursuant to 74 Pa.C.S. § 9202(e). If the Municipality failed to meet the requirements of the written notice, PennDOT may take action to correct the deficiencies and may deduct the actual costs of correcting the deficiencies from the Municipality's liquid fuels payments pursuant to 74 Pa.C.S. § 9202(g). Performance of the Maintenance services by PennDOT in the Municipality's stead shall not relieve the Municipality of its responsibility for continued Maintenance of Traffic Signals. If the Traffic Signal was installed or improved using state or federal funds, federal- and/or state-aid participation may be withheld on all future projects until the Municipality demonstrates to PennDOT and the Federal Highway Administration that all required Maintenance and operation services are being provided by the Municipality without the necessity of PennDOT performing duties herein described as being the responsibility of the Municipality.

5. **Notices.** Notices sent by PennDOT to the Municipality relating to Traffic Signals will be sent by regular mail, facsimile, e-mail, or delivery in person to the address of the nonemergency contact provided on the form in Exhibit C.
  
6. **Application for Traffic Signal Permits.** A signed Traffic Signal Application Form TE-160, see attached Exhibit E, attached to and made part of this Agreement, shall be submitted by the Municipality in accordance with the form and instructions provided by PennDOT, and a Traffic Signal Permit must be issued by PennDOT, before any work can begin on any new Traffic Signal or modification to an existing Traffic Signal. If PennDOT approves a new Traffic Signal after a traffic engineering study and engineering judgment indicates the need, the Traffic Signal shall be installed, owned, operated, and maintained in accordance with this Agreement. PennDOT may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the Traffic Signal, or require removal of the Traffic Signal, if traffic conditions or other considerations necessitate alteration or removal. The Municipality is responsible for the obtaining approval for installation of Traffic Signal appurtenances outside highway right-of-way. Traffic Signals installed using Liquid Fuels Tax funds must conform to PennDOT specifications as set forth in the current Publication 408, supplements and Standard Drawings.
  
7. **Highway Occupancy Permits.** Section 441.3 of Title 67 of the Pennsylvania Code (67 Pa. Code, Chapter 441) stipulates that a highway occupancy permit is required from the Department prior to the construction or alteration of any driveway, local road, drainage facility, or structure within state highway right-of-way; or connection to or alteration of a PennDOT drainage facility. The Municipality shall submit for a Highway Occupancy Permit whenever embankment removal, curbing and/or sidewalk, drainage structures, changes in highway geometry, pavement widening, or installation of additional lanes are performed within the right-of-way of any state highway. Additional requirements and guidance are defined within Publication 441 (*see* Chapter 441, i.e., “Access to and Occupancy of Highways by Driveways and Local Roads”).

8. **Remote Communications and Operations.**

- a. **Virtual Private Network.** Communications (including field-to-field and field-to-network) access shall be provided through PennDOT's virtual private network ("VPN"). The Municipality may request user credentials, which may be provided on a case-by-case basis at PennDOT's discretion.
- b. **System Equipment Cabinet.** Access to the on-site equipment cabinet housing connections to PennDOT's VPN shall be restricted (by key, access badge, or otherwise). The Municipality may request access, which may be provided at the PennDOT's discretion. PennDOT may establish minimum qualifications for Traffic Signal technicians to have access.
- c. **Traffic Signal System Monitoring.** The Municipality agrees to permit PennDOT to monitor traffic conditions using Traffic Signal equipment within the boundaries of the Municipality during times of normal traffic flow and during times of an incident. PennDOT during signal monitoring will suggest traffic signal timing adjustments to the Municipality in order to improve normal traffic flow. Traffic signal timings suggested to improve normal traffic flow can be implemented remotely by either PennDOT or the Municipality upon mutual acceptance of new timings.
- d. **Incident Management.** In the event of an incident, the Municipality agrees to allow PennDOT to implement revised traffic signal timing and phasing plans at any Traffic Signal subject to this agreement. PennDOT will contact the Municipality prior to the implementation of revised traffic signal timing and phasing plans. Upon clearance of incident, PennDOT will return affected Traffic Signals to operate as reflected on the approved Traffic Signal Permit. Upon resumption of normal operations, PennDOT will notify the Municipality. Notification under this section from PennDOT to the Municipality will be to the emergency contact identified in Exhibit C.

9. **Data Ownership.** All data generated by the Traffic Signal equipment shall be jointly owned by PennDOT and the Municipality. PennDOT or the Municipality may share data with third parties for the purpose of providing traveler information. PennDOT and the

Municipality have the obligation to protect any Personally Identifiable Information collected in accordance with the applicable laws and regulations.

10. **Engineering Studies and Ordinances.** The Municipality shall comply with the study and ordinance requirements of 75 Pa.C.S. § 6109.
  
11. **Save Harmless.** The Municipality agrees that it will indemnify, save harmless and defend (if requested) PennDOT, its agents, representatives and employees, from all suits, actions or claims of any character name or description, damages, judgments, expenses, attorney's fees and compensation arising out of personal injury, death or property damage, sustained or alleged to have been sustained in whole or in part by any and all persons whatsoever, as a result of or arising out of any act, omission, neglect or misconduct of the Municipality, its officers, agents, contractors or employees, during the performance of its obligations under this Agreement and thereafter. This provision shall not be construed to limit the Municipality in asserting any rights or defenses. Additionally, the Municipality shall include in any contracts into which it enters for Maintenance, operation, or inspection of the traffic control device this same obligation to indemnify PennDOT and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming PennDOT and the Municipality as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify PennDOT and the Municipality.
  
12. **Required Commonwealth Provisions.** The Municipality shall comply with the following required Commonwealth provisions. As used in these provisions, "Contractor" refers to the Municipality:
  - a. **Commonwealth Nondiscrimination/Sexual Harassment Clause.** The current version of the Commonwealth Nondiscrimination/Sexual Harassment Clause, attached as Exhibit F.
  - b. **Contractor Integrity Provisions.** The current version of the Contractor Integrity Provisions, attached as Exhibit G.



- c. **Provisions Concerning the Americans with Disabilities Act.** The current version of the Commonwealth Provisions Concerning the Americans with Disabilities Act, attached as Exhibit H.
  - d. **Contractor Responsibility Provisions.** The current version of the Commonwealth Contractor Responsibility Provisions, attached as Exhibit I.
13. **Right-to-Know Law.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Agreement. Therefore, this Agreement is subject to, and the Municipality shall comply with, the clause entitled Contract Provisions—Right to Know Law, attached as Exhibit J and made a part of this Agreement. As used in this exhibit, the term “Contractor” refers to the Municipality.
14. **Form TE-160 Application for Traffic Signal Approval.** Applications for traffic signals shall follow the process as specified in PennDOT Publication 46. As part of this process, the Municipality shall submit via writing recommended changes to the existing traffic signals, or request to remove an existing Traffic Signal or install a new Traffic Signal using Form TE-160, attached as Exhibit E, along with all supporting studies and documentation for PennDOT review and approval.
15. **Amendments and Modifications.** No alterations or variations to this Agreement shall be valid unless made in writing and signed by the parties, except as otherwise provided in this Agreement. Amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as this Agreement.
16. **Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this Agreement.
17. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or the laws of the Commonwealth, or the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of

the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

18. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other parties of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
19. **Independence of the Parties.** This Agreement is not intended and shall not be construed to, in any respect, create or establish the relationship of partners between the Municipality and PennDOT, or to constitute PennDOT as the representative or general agent of the Municipality for any purpose whatsoever.
20. **Assignment.** This Agreement may not be assigned by the Municipality, either in whole or in part, without the written consent of the Commonwealth.
21. **No Third-Party Beneficiary Right.** This Agreement does not create or confer any rights in or on persons or entities not a party to this Agreement.
22. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if the failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimized delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
23. **Integration and Merger.** This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all

the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. No conditions precedent to the performance of this Agreement exist, except as expressly set forth in this Agreement.

24. **Repeals.** Upon execution of this Agreement, any other existing agreements between PennDOT and the Municipality relating to the Maintenance of Traffic Signals are superseded and repealed, and any such Traffic Signals shall be subject to the terms of this Agreement.

[The remainder of this page is intentionally left blank.]

The parties have executed this Agreement to be effective as of the date of the last signature affixed below.

**Attest:**

**Municipality**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Please attach a resolution providing proof of signature authority for the signer to sign on behalf of the Municipality, Authority or other governmental entity. Signers need to indicate titles and date signatures.

---

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Secretary or Designee Date

**APPROVED AS TO FORM AND LEGALITY:**

BY \_\_\_\_\_  
Office of Chief Counsel Date

Preapproved Form: OGC No. 18-FA-81.0  
OAG Approved 8/17/2021

## PREVENTATIVE AND RESPONSE MAINTENANCE REQUIREMENTS

### PREVENTATIVE MAINTENANCE

Municipality or its contractor shall provide preventative maintenance for individual components of each traffic signal installation covered by this Agreement. PennDOT Publication 191 identifies the required preventative maintenance activities/scheduling intervals for each of the various traffic signal components. Provide preventative maintenance as specified in Publication 191 to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

### RESPONSE MAINTENANCE

Municipality or its contractor shall provide response maintenance for individual components of each traffic signal installation covered by this Agreement. PennDOT Publication 191 identifies the required response intervals and repair intervals for each of the various traffic signal components. Provide response maintenance as specified in Publication 191 to restore a traffic signal system to proper and safe operation. Includes Emergency (Temporary) Repair and Final Repair.

#### FINAL REPAIR:

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit and within response intervals and repair intervals as specified in Publication 191.

#### EMERGENCY (TEMPORARY) REPAIR:

Use alternative means or mode to temporarily restore system to safe operation within response intervals and repair intervals as specified in Publication 191. Final repairs must then be completed within time intervals as specified in Publication 191.

## SIGNAL MAINTENANCE ORGANIZATION

### PERSONNEL CLASSIFICATIONS

In order to properly maintain the traffic signal equipment covered by this agreement, Municipality agrees to provide, as minimum, the following staff throughout the useful life of the equipment. Municipality agrees to abide by all guidance provided in PennDOT Publication 191 related to minimum requirements for each position as follows:

Traffic Engineer – Administrative position with prime responsibility for proper operation of traffic signal equipment. Supervises and plans activities of Signal Technicians and Signal Specialists to ensure adequate preventative and response maintenance programs.

Signal Specialist – Responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Signal Technician – Responsible for the operation and maintenance of traffic signals and all associated equipment.

### TRAINING

Municipality agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. Municipality agrees to abide by all guidance provided in PennDOT Publication 191.

### BUDGET REQUIREMENTS

Municipality agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this agreement. Municipality agrees to abide by all guidance provided in PennDOT Publication 191.

**MUNICIPAL CONTACT INFORMATION**

Non – Emergency Municipal Contact Information

Name of Municipality: \_\_\_\_\_

Municipal Address: \_\_\_\_\_

Municipal Phone Number: \_\_\_\_\_ Alternate Phone Number: \_\_\_\_\_

Municipal Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Municipal Hours of Operation: \_\_\_\_\_

Preferred Method of Contact:  Phone  E-Mail

Emergency Municipal Contact Information

Emergency Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Municipal Phone Number: \_\_\_\_\_ Alternate Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Preferred Method of Contact:  Phone  E-Mail

Maintenance and Operation Information

Preventative Maintenance performed by:

Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor

Response Maintenance performed by:

Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor

Maintenance and Operations Contractor Contact Name: \_\_\_\_\_

Company/Organization: \_\_\_\_\_

Phone #: \_\_\_\_\_ Alt Phone #: \_\_\_\_\_

E-mail: \_\_\_\_\_

## RECORDKEEPING

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. Municipality shall prepare, retain, and make available to PennDOT, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this agreement.

Municipality shall establish a separate file for each traffic signal installation and keep its records in TSAMS or on other forms prescribed by PennDOT in Publication 191.

At a minimum, the following records shall be kept by the Municipality or its contractor for each intersection.

### Master Intersection Record

List of all maintenance functions performed at the intersection, which should be updated within one day of the activity but no more than one week later

### Response Maintenance Record

A log recording the location, date, time, caller, receiver and complaint received, maintenance personnel, time dispatched, trouble found, and time cleared

### Preventive Maintenance Record

A log for each preventative maintenance service that includes the date, tasks performed, and signatures of personnel performing the work





# APPLICATION FOR TRAFFIC SIGNAL APPROVAL

PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK

## A – Maintenance and Operation Information

- Municipality has a fully executed Commonwealth and Municipal Traffic Signal Maintenance Agreement covering all signals in the municipality, Agreement # \_\_\_\_\_, with an effective date of \_\_\_\_\_. Issuance of a new or revised permit amends Municipality's signal list in TSAMS.
- Municipality does not have an existing Commonwealth and Municipal Traffic Signal Maintenance Agreement covering all signals in the municipality. Traffic Signal Maintenance Agreement must be completed, executed by the municipality, and attached to this application.

## B – Application Description

PennDOT District: \_\_\_\_\_ County: \_\_\_\_\_ Municipality: \_\_\_\_\_

Location (Intersection): \_\_\_\_\_

Traffic Control Device is:  NEW Traffic Signal  EXISTING Traffic Signal, permit # \_\_\_\_\_

- Type of Device (select one):
- Traffic Control Signal
  - Electronic Sign
  - Flashing Warning Device
  - In-Roadway Warning Lights
  - Intersection Control Beacon
  - Rectangular Rapid Flashing Beacon (RRFB)
  - School Zone Speed Limit Sign
  - LED Border Lit Sign
  - Other \_\_\_\_\_

Is Traffic Signal part of a system?  Yes  No System Number (if applicable): \_\_\_\_\_

If YES, provide locations of all signalized intersections in system.

Explain the proposed improvements.

## C – Attachments Listing

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Municipal Resolution           | <input type="checkbox"/> Location Map               | <input type="checkbox"/> Traffic Volumes/Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment | <input type="checkbox"/> Photographs                | <input type="checkbox"/> Turn Lane Analysis                 |
| <input type="checkbox"/> Warrant Analysis               | <input type="checkbox"/> Straight Line Diagram      | <input type="checkbox"/> Turn Restriction Studies           |
| <input type="checkbox"/> Crash Analysis                 | <input type="checkbox"/> Capacity Analysis          | <input type="checkbox"/> Municipal Contact Information      |
| <input type="checkbox"/> Traffic Signal Study           | <input type="checkbox"/> Traffic Impact Study (TIS) | <input type="checkbox"/> Other: _____                       |
| <input type="checkbox"/> Condition Diagram              |   |   |

## D – Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location identified above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. Applicant agrees to own and maintain the traffic signal in accordance with the Commonwealth and Municipal Traffic Signal Maintenance Agreement referenced in Section A.

By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Municipal Authorized Official: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

### DEPARTMENT USE ONLY

County: \_\_\_\_\_ Engineering District \_\_\_\_\_

Department Tracking #: \_\_\_\_\_ Initial Submission Date: \_\_\_\_\_

## **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]**

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment

Exhibit F



Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
9. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Exhibit F



## CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
  - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
  - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - e. **"Financial Interest"** means either:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18*, the 4 Pa. Code §7.153(b), shall apply.
  - g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
  - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.



- b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c.** Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e.** Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

  - (1)** been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2)** been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3)** had any business license or professional license suspended or revoked;
  - (4)** had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5)** been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

Exhibit G



- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.



**PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under *Title II* of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT H



## **Contractor Responsibility Provisions**

**(December 2020)**

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

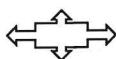
Exhibit I



### Contract Provisions – Right to Know Law

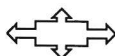
- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

EXHIBIT J



- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

EXHIBIT J



Range of Checking Accts: 01 GENERAL FUND to 01 GENERAL FUND Range of Check Ids: 43181 to 43233  
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	Ref Seq	Acct
PO #	Item	Description							
43181	08/13/24	789MA005 789 Main Street LLC					779		
24-00804	1	return escrow -132 locust st	1,811.66	01-250-300 Escrow, Development	G/L		7		1
43182	08/13/24	ALLTR005 All Traffic Solutions Inc					779		
24-00839	1	9/26/24-9/26/25	3,000.00	01-410-317 Contracted Services	Expenditure		134		1
43183	08/13/24	ANSWE005 ID Answers					779		
24-00798	1	ID - Becca Blatt	16.89	01-410-200 Police Equipment & Supplies	Expenditure		3		1
43184	08/13/24	ASSOC010 Associates Properties PA LP					779		
24-00808	1	return escrow - 319 n 5th st	1,746.91	01-250-300 Escrow, Development	G/L		11		1
43185	08/13/24	ATLAN005 Atlantic Tactical					779		
24-00659	1	Carrier/Austin Miller	252.15	01-410-238 Police Uniforms and Dry Cleaning	Expenditure		1		1
43186	08/13/24	CAPIT020 Capital Electric					779		
24-00833	1	LED Drivers	477.10	01-434-375 Street Lighting, Maintenance	Expenditure		124		1
43187	08/13/24	CGALA005 CGA Law Firm, PC					779		
24-00821	1	email re sober homes	273.00	01-404-314 Solicitor Fees	Expenditure		29		1
24-00821	2	email re walnut st ordinance	147.00	01-404-314 Solicitor Fees	Expenditure		30		1
24-00821	3	email re subpoena	147.00	01-404-314 Solicitor Fees	Expenditure		31		1
24-00821	4	emails re subpoena	294.00	01-404-314 Solicitor Fees	Expenditure		32		1
24-00821	5	meet re subpoena mdj hearing	168.00	01-404-314 Solicitor Fees	Expenditure		33		1
24-00821	6	prep for virtual meeting	231.00	01-404-314 Solicitor Fees	Expenditure		34		1
24-00821	7	emails re pending legislation	126.00	01-404-314 Solicitor Fees	Expenditure		35		1
24-00821	8	conf re sale of real estate	160.00	01-404-314 Solicitor Fees	Expenditure		36		1
24-00821	9	conf re adv for sale of prop	147.00	01-404-314 Solicitor Fees	Expenditure		37		1
24-00821	10	email re collection efforts	210.00	01-404-314 Solicitor Fees	Expenditure		38		1
24-00821	11	emails re ridge ave act two	168.00	01-404-314 Solicitor Fees	Expenditure		39		1
24-00821	12	email re takeoff request	294.00	18-450-001 McGinness Airport Development Project	Expenditure		40		1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
43187	CGA	Law Firm, PC							
		Continued							
24-00821	13	emails re collection issues	546.00	01-404-314 Solicitor Fees	Expenditure		41	1	
24-00821	14	email re insurance cert	189.00	01-404-314 Solicitor Fees	Expenditure		42	1	
24-00821	15	finalize auction notice	96.00	01-404-314 Solicitor Fees	Expenditure		43	1	
24-00821	16	rev legislative action list	315.00	01-404-314 Solicitor Fees	Expenditure		44	1	
24-00821	17	emails re rtk f curry	609.00	01-404-314 Solicitor Fees	Expenditure		45	1	
24-00821	18	approve ad real est auction	32.00	01-404-314 Solicitor Fees	Expenditure		46	1	
24-00821	19	prep & att boro council meet	987.00	01-404-314 Solicitor Fees	Expenditure		47	1	
24-00821	20	email ref curry right to know	336.00	01-404-314 Solicitor Fees	Expenditure		48	1	
24-00821	21	receive action items	32.00	01-404-314 Solicitor Fees	Expenditure		49	1	
24-00821	22	email re rtk from FIOA buddy	483.00	01-404-314 Solicitor Fees	Expenditure		50	1	
24-00821	23	receipt proff of publication	32.00	01-404-314 Solicitor Fees	Expenditure		51	1	
24-00821	24	receipt proff of publication	48.00	01-404-314 Solicitor Fees	Expenditure		52	1	
24-00821	25	emails re PLCB noise ordinance	189.00	01-404-314 Solicitor Fees	Expenditure		53	1	
24-00821	26	finalize draft res PLCB noise	252.00	01-404-314 Solicitor Fees	Expenditure		54	1	
24-00821	27	prep & att boro council meet	924.00	01-404-314 Solicitor Fees	Expenditure		55	1	
24-00821	28	meeting re chip factory hotel	399.00	01-404-314 Solicitor Fees	Expenditure		56	1	
24-00821	29	corres re comcast public heari	64.00	01-404-314 Solicitor Fees	Expenditure		57	1	
24-00821	30	emails re sale of wwtp	147.00	01-404-314 Solicitor Fees	Expenditure		58	1	
24-00821	31	draft condition of sale	567.00	01-404-314 Solicitor Fees	Expenditure		59	1	
24-00821	32	draft legal notice comcast agr	252.00	01-404-314 Solicitor Fees	Expenditure		60	1	
24-00821	33	emails re sale of wwtp	189.00	01-404-314 Solicitor Fees	Expenditure		61	1	
24-00821	34	email ref 137 front st agreeme	210.00	01-404-314 Solicitor Fees	Expenditure		62	1	
24-00821	35	work on seller disclosure form	273.00	01-404-314 Solicitor Fees	Expenditure		63	1	
24-00821	36	call re seller disclosure form	525.00	01-404-314 Solicitor Fees	Expenditure		64	1	
24-00821	37	email re potential road issue	189.00	01-404-314 Solicitor Fees	Expenditure		65	1	
24-00821	38	adv legal notice public acutio	366.24	01-404-314 Solicitor Fees	Expenditure		66	1	

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
43187	CGA	Law Firm, PC							
		Continued							
24-00822	1	prep & att public auction	903.00	01-404-314 Solicitor Fees	Expenditure		67	1	
24-00822	2	email re legislative items	294.00	01-404-314 Solicitor Fees	Expenditure		68	1	
24-00822	3	email re rezoning 740 s 12th	147.00	01-404-314 Solicitor Fees	Expenditure		69	1	
24-00822	4	email re condition of sale	147.00	01-404-314 Solicitor Fees	Expenditure		70	1	
24-00822	5	call re walnut st right of way	378.00	01-404-314 Solicitor Fees	Expenditure		71	1	
24-00822	6	draft curb & sidewal d ord	756.00	01-404-314 Solicitor Fees	Expenditure		72	1	
24-00822	7	draft curb & sidewal d ord	336.00	01-404-314 Solicitor Fees	Expenditure		73	1	
24-00822	8	draft park rules ord	504.00	01-404-314 Solicitor Fees	Expenditure		74	1	
24-00822	9	receipt proof of pub comcast	32.00	01-404-314 Solicitor Fees	Expenditure		75	1	
24-00822	10	receipt proof of pub comcast	32.00	01-404-314 Solicitor Fees	Expenditure		76	1	
24-00822	11	finalize draft curb & sidewalk	546.00	01-404-314 Solicitor Fees	Expenditure		77	1	
24-00822	12	walnut st right of way ord	336.00	01-404-314 Solicitor Fees	Expenditure		78	1	
24-00822	13	prep & attend legislation meet	546.00	01-404-314 Solicitor Fees	Expenditure		79	1	
24-00822	14	prep & attend boro meeting	1,092.00	01-404-314 Solicitor Fees	Expenditure		80	1	
24-00822	15	prep & attend public works mee	546.00	01-404-314 Solicitor Fees	Expenditure		81	1	
24-00822	16	meeting re sunshine act	336.00	01-404-314 Solicitor Fees	Expenditure		82	1	
24-00822	17	email re railroad crossing	273.00	01-404-314 Solicitor Fees	Expenditure		83	1	
24-00822	18	prep 2nd legal notice comcast	64.00	01-404-314 Solicitor Fees	Expenditure		84	1	
24-00822	19	call re advertise comcast	273.00	01-404-314 Solicitor Fees	Expenditure		85	1	
24-00822	20	receive review franchise heari	32.00	01-404-314 Solicitor Fees	Expenditure		86	1	
24-00822	21	re right to know request	168.00	01-404-314 Solicitor Fees	Expenditure		87	1	
24-00822	22	prep legal notice truck auctio	112.00	01-404-314 Solicitor Fees	Expenditure		88	1	
24-00822	23	email re sunshine act/hiring	252.00	01-404-314 Solicitor Fees	Expenditure		89	1	
24-00822	24	email re sale of vehicle	273.00	01-404-314 Solicitor Fees	Expenditure		90	1	
24-00822	25	call re damage to vehicle	147.00	01-404-314 Solicitor Fees	Expenditure		91	1	
24-00822	26	conference re curb & sidewalk	147.00	01-404-314 Solicitor Fees	Expenditure		92	1	

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
43187	CGA	Law Firm, PC							
		Continued							
24-00822	27	call re zoning ord amendment	147.00	01-404-314	Expenditure		93		1
				Solicitor Fees					
24-00822	28	emails re market house kitchen	294.00	01-404-314	Expenditure		94		1
				Solicitor Fees					
24-00822	29	rec proof of pub comcast franc	48.00	01-404-314	Expenditure		95		1
				Solicitor Fees					
24-00822	30	emails re comcast franchise	189.00	01-404-314	Expenditure		96		1
				Solicitor Fees					
24-00822	31	legal notice vehicle auction	96.00	01-404-314	Expenditure		97		1
				Solicitor Fees					
24-00822	32	mcginness meeting	1,008.00	18-450-001	Expenditure		98		1
				McGinness Airport Development Project					
24-00822	33	email vacation of washington s	231.00	01-404-314	Expenditure		99		1
				Solicitor Fees					
24-00822	34	conf re legal ntoice advertise	168.00	01-404-314	Expenditure		100		1
				Solicitor Fees					
24-00822	35	research re right to know ACLU	588.00	01-404-314	Expenditure		101		1
				Solicitor Fees					
24-00822	36	rec & app ad proofs public auc	64.00	01-404-314	Expenditure		102		1
				Solicitor Fees					
24-00822	37	prep & attend borough council	1,008.00	01-404-314	Expenditure		103		1
				Solicitor Fees					
24-00822	38	prep & attend executive sess	546.00	01-404-314	Expenditure		104		1
				Solicitor Fees					
24-00822	39	meeting re outstanding items	609.00	01-404-314	Expenditure		105		1
				Solicitor Fees					
24-00822	40	meeting re right to know	273.00	01-404-314	Expenditure		106		1
				Solicitor Fees					
24-00822	41	emails re gas meter litigation	189.00	01-404-314	Expenditure		107		1
				Solicitor Fees					
24-00822	42	determition re ACLU rtk	693.00	01-404-314	Expenditure		108		1
				Solicitor Fees					
24-00822	43	email re tax sale 151 stump av	210.00	01-404-314	Expenditure		109		1
				Solicitor Fees					
24-00822	44	advertising comcast hearing	288.84	01-404-314	Expenditure		110		1
				Solicitor Fees					
24-00822	45	advertising comcast hearing	151.92	01-404-314	Expenditure		111		1
				Solicitor Fees					
			<u>26,090.00</u>						
43188	08/13/24	CHICA005 CHI-Catholic Health Initiative							779
24-00805	1	return escrow -401 locust st	6,960.98	01-250-300	G/L		8		1
				Escrow, Development					
43189	08/13/24	CINTA005 Cintas Corporation #59H							779
24-00824	1	4199793605 Hwy Uniform cCleanin	84.70	01-430-238	Expenditure		113		1
				Highway Uniform cCleaning					
24-00836	1	4200515094 Hwy Uniform cCleanin	84.70	01-430-238	Expenditure		130		1
				Highway Uniform cCleaning					
			<u>169.40</u>						

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
43190	08/13/24	CITY0005 City of Reading					779		
24-00848	1	PT Uniforms/Zach Throne	165.00	01-410-238	Expenditure		156		1
				Police Uniforms and Dry Cleaning					
43191	08/13/24	COLUM005 Columbia Motor Parts					779		
24-00834	1	Oil Change & Oil Filter	67.91	01-413-376	Expenditure		125		1
				Maintenance of Vehicles					
43192	08/13/24	COMMO080 Commonwealth Code Insp. Serv					779		
24-00869	1	d czeiner 6/3-6/26	3,737.50	01-414-122	Expenditure		205		1
				Zoning Officer					
43193	08/13/24	CSDAV005 CS Davidson Inc					779		
24-00860	1	general services thru 7/27/24	2,256.50	01-408-101	Expenditure		176		1
				Engineering Services					
24-00860	2	expenses	22.11	01-408-101	Expenditure		177		1
				Engineering Services					
24-00860	3	462 bridge	120.33	01-408-101	Expenditure		178		1
				Engineering Services					
24-00860	4	ridge ave public works buildin	847.90	01-408-101	Expenditure		179		1
				Engineering Services					
24-00860	5	mcginness ariport development	3,579.23	18-450-002	Expenditure		180		1
				McGinness Project -2024					
24-00860	6	ridge ave sub division	320.87	01-408-101	Expenditure		181		1
				Engineering Services					
24-00860	7	100-200 blk walnut streetscape	1,202.27	30-438-001	Expenditure		182		1
				Walnut Street Improvements/Smart Growth					
24-00860	8	expenses	1,783.10	30-438-001	Expenditure		183		1
				Walnut Street Improvements/Smart Growth					
24-00860	9	boro street ROW inventory	266.60	01-408-101	Expenditure		184		1
				Engineering Services					
24-00860	10	200 blk union CDBG	1,713.87	18-480-801	Expenditure		185		1
				200 Block of Union St Improvements					
24-00860	11	expenses	200.47	18-480-801	Expenditure		186		1
				200 Block of Union St Improvements					
24-00860	12	2024 ADA improvements	205.77	01-408-101	Expenditure		187		1
				Engineering Services					
24-00860	13	1000 blk walnut CDBG	228.64	01-408-101	Expenditure		188		1
				Engineering Services					
24-00860	14	meeting attendance 7/9/2024	65.00	01-408-101	Expenditure		189		1
				Engineering Services					
24-00860	15	meeting attendance 7/16/2024	65.00	01-408-101	Expenditure		190		1
				Engineering Services					
24-00860	16	s 12th st small prjt review	118.97	01-408-101	Expenditure		191		1
				Engineering Services					
24-00860	17	1205 walnut st small prjt revi	38.75	01-408-101	Expenditure		192		1
				Engineering Services					
			<u>13,035.38</u>						
43194	08/13/24	DIXIE005 Dixie Land Energy					779		
24-00816	1	Gas 87% - 401.1 gals @ 2.6544	1,064.68	01-430-231	Expenditure		13		1
				Fuel, Vehicles					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
43194		Dixie Land Energy							
		Continued							
24-00816	2	Federal Lust Tax	0.40	01-430-231 Fuel, Vehicles	Expenditure		14		1
24-00816	3	Federal Oil Spill Recovery	0.77	01-430-231 Fuel, Vehicles	Expenditure		15		1
24-00816	4	Federal Superfund Recovery Fee	1.46	01-430-231 Fuel, Vehicles	Expenditure		16		1
24-00816	5	Diesel - 445.0 gals @ 2.7850	1,239.33	01-426-231 Recycling - Diesel	Expenditure		17		1
24-00816	6	Federal Lust tax	0.45	01-426-231 Recycling - Diesel	Expenditure		18		1
24-00816	7	Federal Oil Spill Recovery	0.95	01-426-231 Recycling - Diesel	Expenditure		19		1
24-00816	8	Federal Superfund Recovery Fee	1.77	01-426-231 Recycling - Diesel	Expenditure		20		1
24-00835	1	Gas 87% @ 245.70 gals @ 2.6463	650.20	01-430-231 Fuel, Vehicles	Expenditure		126		1
24-00835	2	Federal Lust tax	0.25	01-430-231 Fuel, Vehicles	Expenditure		127		1
24-00835	3	Federal Oil Spill Recovery	0.47	01-430-231 Fuel, Vehicles	Expenditure		128		1
24-00835	4	Federal Superfund Recovery Fee	0.89	01-430-231 Fuel, Vehicles	Expenditure		129		1
			<u>2,961.62</u>						
43195	08/13/24	DOTTC005 D. Ott Construction LLC							779
24-00806	1	return escrow - 921 lanc ave	4,895.91	01-250-300 Escrow, Development	G/L		9		1
43196	08/13/24	DRESS005 Airgas USA LLC							779
24-00856	1	Nitrogen Bottle Refill	56.69	01-430-200 Operating Supplies	Expenditure		172		1
24-00856	2	Hazmat Charge	8.00	01-430-200 Operating Supplies	Expenditure		173		1
			<u>64.69</u>						
43197	08/13/24	FREYL005 Frey Lutz Corp							779
24-00851	1	install new compressor	2,479.00	01-444-373 Market House, Maintenance of Building	Expenditure		163		1
24-00851	2	portable ac in server room	172.50	01-409-374 Maintenance & Repair of Equipment	Expenditure		164		1
24-00851	3	truck charge	50.00	01-409-374 Maintenance & Repair of Equipment	Expenditure		165		1
			<u>2,701.50</u>						
43198	08/13/24	FRICK005 Fricke Hardware & Rental							779
24-00843	1	Lasko Box Fan	25.99	01-409-374 Maintenance & Repair of Equipment	Expenditure		140		1
24-00843	2	Dowel, glue, flat bit	38.67	01-410-610 Maintenance & Repair of Building	Expenditure		141		1
24-00843	3	Fasteners	0.72	01-454-378 Columbia Crossings, Building/Prop Maint.	Expenditure		142		1



Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
43198		Hardware & Rental		Continued					
24-00843	4	Dust pan upright	21.99	01-409-226	Expenditure		143	1	
				Cleaning Supplies					
24-00843	5	Roller Cover	19.98	01-410-610	Expenditure		144	1	
				Maintenance & Repair of Building					
24-00843	6	wire; Drywall screws	12.57	01-409-370	Expenditure		145	1	
				Maintenance & Repair of Building					
24-00843	7	Surge strip; bit	45.78	01-410-610	Expenditure		146	1	
				Maintenance & Repair of Building					
24-00843	8	Grass weed killer	15.99	01-409-226	Expenditure		147	1	
				Cleaning Supplies					
24-00843	9	Key cut, double sided	2.79	01-410-200	Expenditure		148	1	
				Police Equipment & Supplies					
24-00844	1	White Marking Paint	29.97	01-430-200	Expenditure		149	1	
				Operating Supplies					
			<u>214.45</u>						
43199	08/13/24	FYTER005 Graham's Fyr - Fyter. LLC							779
24-00820	1	offices	59.00	01-402-317	Expenditure		23	1	
				Contracted Services					
24-00820	2	code trucks	22.50	01-413-317	Expenditure		24	1	
				Contracted Services - Remedial					
24-00820	3	market house	22.50	01-444-317	Expenditure		25	1	
				Market House, Contracted Services					
24-00820	4	police	309.50	01-410-317	Expenditure		26	1	
				Contracted Services					
24-00820	5	highway department	593.50	01-430-317	Expenditure		27	1	
				Contracted Services					
24-00820	6	recycle center	86.50	01-426-102	Expenditure		28	1	
				Recycling Maintenance of Equip. & Bldgs					
			<u>1,093.50</u>						
43200	08/13/24	GEMMI005 DE Gemmill							779
24-00846	1	Handicap Sign	26.00	01-433-260	Expenditure		153	1	
				Street Signs					
24-00846	2	Anti-Theft Sign Bolt Set	135.00	01-433-260	Expenditure		154	1	
				Street Signs					
			<u>161.00</u>						
43201	08/13/24	GOODT005 Good Transport Services, Inc							779
24-00809	1	Johnston Street Sweeper	1,315.12	01-430-375	Expenditure		12	1	
				Maintenance & Repairs of Equipment					
24-00826	1	Freightliner (Hooklift) Truck	1,105.33	01-430-375	Expenditure		115	1	
				Maintenance & Repairs of Equipment					
24-00857	1	Johnston RecAir Street Sweeper	16.58	01-430-375	Expenditure		174	1	
				Maintenance & Repairs of Equipment					
			<u>2,437.03</u>						
43202	08/13/24	GORMA005 Gorman Distributors, Inc							779
24-00853	1	scotch brite cleaning pad	7.20	01-444-226	Expenditure		166	1	
				Operating Supplies					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
43202		Gorman Distributors, Inc							
24-00853	2	mop heads white 4ply cotton	24.48	01-444-226	Expenditure		167	1	
		Continued		Operating Supplies					
			<u>31.68</u>						
43203	08/13/24	GTDIS005 GT Discount Auto Parts							779
24-00845	1	Diesel Engine Fluid, Gum cutte	166.96	01-430-375	Expenditure		150	1	
				Maintenance & Repairs of Equipment					
24-00845	2	350 Mag Off Road Tire (ATV)	156.39	01-430-375	Expenditure		151	1	
				Maintenance & Repairs of Equipment					
24-00845	3	oil Dry	115.00	01-430-245	Expenditure		152	1	
				Highway Supplies					
			<u>438.35</u>						
43204	08/13/24	HERSH015 Hershey Equipment Co							779
24-00842	1	PA State Inspect #AI4-07713577	11.00	01-430-375	Expenditure		138	1	
				Maintenance & Repairs of Equipment					
24-00842	2	Labor	48.50	01-430-375	Expenditure		139	1	
				Maintenance & Repairs of Equipment					
			<u>59.50</u>						
43205	08/13/24	HFTIR005 H&F Tire Service							779
24-00830	1	Mount & Bal 4 tires/PD#5	705.96	01-410-376	Expenditure		118	1	
				Maintenance & Repair, Police Vehicles					
43206	08/13/24	IOSS0005 IOS Solutions							779
24-00823	1	Law Enforc Select Tools	469.00	01-410-174	Expenditure		112	1	
				Conference & Training					
43207	08/13/24	JAMES005 James R Wolpert							779
24-00837	1	Meter Maint. 7/1-7/31/24	200.00	01-410-375	Expenditure		131	1	
				Maintenance & Repair, Parking Meters					
43208	08/13/24	KANE0005 Morgan Hallgren Crosswell & Ka							779
24-00850	1	rev email from zoning officer	20.00	01-450-601	Expenditure		159	1	
				Zoning Hearing Board - Stenographer					
24-00850	2	rev june app revise deed	80.00	01-450-601	Expenditure		160	1	
				Zoning Hearing Board - Stenographer					
24-00850	3	prep for meeting	320.00	01-450-601	Expenditure		161	1	
				Zoning Hearing Board - Stenographer					
24-00850	4	travel expense j cleary 6/26	19.03	01-450-601	Expenditure		162	1	
				Zoning Hearing Board - Stenographer					
			<u>439.03</u>						
43209	08/13/24	KEY Keystone Plumbing Heating and							779
24-00825	1	Maintenace 420-430 S Front St	250.00	01-430-373	Expenditure		114	1	
				Maintenance & Repair of Building					
43210	08/13/24	LANCA015 Lancaster General Health							779
24-00868	1	c smith random screening	55.00	01-430-317	Expenditure		203	1	
				Contracted Services					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
43210	Lancaster	General Health		Continued					
24-00868	2	z throne new hire	128.00	01-410-317	Expenditure		204	1	
				Contracted Services					
			<u>183.00</u>						
43211	08/13/24	LANCA070 Lancaster County Treasurer						779	
24-00847	1	July 2024 County Tax	20,685.28	01-200-201	G/L		155	1	
				Lanc Co RE Tax Payable					
43212	08/13/24	LCBA0005 Lancaster Co. Boroughs' Assoc.						779	
24-00849	1	h zink	20.00	01-400-400	Expenditure		157	1	
				Council Other Expenses					
24-00849	2	j price & guest no show	40.00	01-380-001	Revenue		158	1	
				Miscellaneous Revenue					
			<u>60.00</u>						
43213	08/13/24	MEAD0005 Meadow Valley Electric Inc						779	
24-00832	1	scissor lift	138.00	01-444-373	Expenditure		120	1	
				Market House, Maintenance of Building					
24-00832	2	lift delivery/pick up	150.00	01-444-373	Expenditure		121	1	
				Market House, Maintenance of Building					
24-00832	3	zone 1 dispatch fee	75.00	01-444-373	Expenditure		122	1	
				Market House, Maintenance of Building					
24-00832	4	labor	149.15	01-444-373	Expenditure		123	1	
				Market House, Maintenance of Building					
			<u>512.15</u>						
43214	08/13/24	MJR SEI-Stephenson Equipment CoMJR						779	
24-00859	1	Gutter Brooms Street Sweeper	921.70	01-430-375	Expenditure		175	1	
				Maintenance & Repairs of Equipment					
43215	08/13/24	MRMWO005 MRM Workers' Comp Fund						779	
24-00865	1	10/1/23-9/30/24	60.33	01-402-195	Expenditure		194	1	
				Employee Workers Compensation Insurance					
24-00865	2	10/1/23-9/30/24	14.26	01-409-195	Expenditure		195	1	
				Employee Workers Compensation Insurance					
24-00865	3	10/1/23-9/30/24	9,411.51	01-410-195	Expenditure		196	1	
				Employee Workers Compensation Insurance					
24-00865	4	10/1/23-9/30/24	29.74	01-413-195	Expenditure		197	1	
				Employee Workers Compensation Insurance					
24-00865	5	10/1/23-9/30/24	28.52	01-414-195	Expenditure		198	1	
				Employee Workers Compensation Insurance					
24-00865	6	10/1/23-9/30/24	5,030.22	01-430-195	Expenditure		199	1	
				Employee Workers Compensation Insurance					
24-00865	7	10/1/23-9/30/24	14.26	01-444-195	Expenditure		200	1	
				Employee Workers Comp Insurance					
			<u>14,588.84</u>						
43216	08/13/24	OLDCO005 Old Columbia Public Grounds Co						779	
24-00871	1	7/2/24 7/9/24 7/23/24 7/30/24	610.00	01-454-453	Expenditure		209	1	
				Maintenance of Parks - Locust Park					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
43217	08/13/24	PENNS010 Pennsylvania One Call System, 24-00855 1 Monthly Activity Fee	1.20	01-430-321 Highway, Phone - Cell & Landline & GPS	Expenditure		779	171	1
43218	08/13/24	PPLEL005 PPL Electric Utilities Corp 24-00867 1 1100 ridge ave 6/25/24-7/29/24	30.17	01-430-361 Highway Building Electrical Usage	Expenditure		779	202	1
43219	08/13/24	QUALI010 Quality Digital Office Solutio 24-00870 1 06/20/24-07/19/24	103.07	01-410-317 Contracted Services	Expenditure		779	206	1
		24-00870 2 06/20/24-07/19/24	151.73	01-402-317 Contracted Services	Expenditure			207	1
		24-00870 3 temporary fuel charge	5.00	01-402-317 Contracted Services	Expenditure			208	1
			<u>259.80</u>						
43220	08/13/24	RINGC005 RingCentral Inc. 24-00831 1 07/25/24-08/24/24	1,374.93	01-402-312 IT Contracted Services	Expenditure		779	119	1
43221	08/13/24	RSHOL005 R S Hollinger & Son, Inc 24-00841 1 Starter Carrier - Weed eater	14.49	01-430-375 Maintenance & Repairs of Equipment	Expenditure		779	137	1
43222	08/13/24	RYNOP005 RYNO PUBLIC SAFETY SOLUTIONS 24-00797 1 AEDS	5,730.00	18-410-760 PD-portable AED's (3 total)	Expenditure		779	2	1
43223	08/13/24	SOUKU005 Soukup Automotive 24-00800 1 Oil Change/PD#9	103.90	01-410-376 Maintenance & Repair, Police Vehicles	Expenditure		779	5	1
		24-00819 1 Inspection/PD# 5	77.47	01-410-376 Maintenance & Repair, Police Vehicles	Expenditure			22	1
			<u>181.37</u>						
43224	08/13/24	STATE020 State Workers' Insurance Fund 24-00864 1 installment premium 9	2,055.00	01-411-381 CBVFD - Workers Comp. Ins	Expenditure		779	193	1
43225	08/13/24	SUPER005 Super Shoe Stores 24-00827 1 C Smith Public Works	116.98	01-430-239 Employee Clothing Allowance	Expenditure		779	116	1
		24-00827 2 R Warfel Public Works	29.98	01-430-239 Employee Clothing Allowance	Expenditure			117	1
			<u>146.96</u>						
43226	08/13/24	TACTI005 Tactical wear 24-00818 1 Duty Belt/Brent Smith	67.00	01-410-238 Police Uniforms and Dry Cleaning	Expenditure		779	21	1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
43227	08/13/24	TIMBER Timber Ridge Equipment					779		
24-00803	1	Drum Wheel - Peterson screener	652.62	01-426-102	Expenditure		6	1	
				Recycling Maintenance of Equip. & Bldgs					
43228	08/13/24	TMOBI005 T-Mobile					779		
24-00799	1	Fees/Fraud Investigation Case	45.44	01-410-200	Expenditure		4	1	
				Police Equipment & Supplies					
43229	08/13/24	TOTAL Total Exterminating Services					779		
24-00854	1	308 locust st 7/31/24	60.00	01-402-317	Expenditure		168	1	
				Contracted Services					
24-00854	2	308 locust police	25.00	01-410-317	Expenditure		169	1	
				Contracted Services					
24-00854	3	308 locust admin	25.00	01-410-317	Expenditure		170	1	
				Contracted Services					
			<u>110.00</u>						
43230	08/13/24	TUCKE005 Tucker Rutt					779		
24-00807	1	return escrow - 504 kinderhook	855.65	01-250-300	G/L		10	1	
				Escrow, Development					
43231	08/13/24	VERIZ005 Verizon wireless					779		
24-00866	1	jet packs police cars	320.32	01-410-321	Expenditure		201	1	
				Police, Phone - Cell, Landline & GPS					
43232	08/13/24	WALTE005 Walters Portable Toilets					779		
24-00840	1	Makle Park H/C Portapot August	127.00	01-454-451	Expenditure		135	1	
				Maintenance of Parks - Makle Park					
24-00840	2	Rotary Pk H/C Portapot August	127.00	01-454-455	Expenditure		136	1	
				Maintenance of Parks - Rotary Park					
			<u>254.00</u>						
43233	08/13/24	YSMLA005 YSM Landscape Architects					779		
24-00838	1	expenses	5.90	18-465-002	Expenditure		132	1	
				Makle Park Improvements					
24-00838	2	Construction Documents	1,575.00	18-465-002	Expenditure		133	1	
				Makle Park Improvements					
			<u>1,580.90</u>						

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	53	0	125,894.92	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>53</u>	<u>0</u>	<u>125,894.92</u>	<u>0.00</u>

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Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND BBT	4-01	71,806.69	40.00	36,956.39	108,803.08
CAPITAL FUND	4-18	14,106.47	0.00	0.00	14,106.47
BOND CAPITAL FUND	4-30	2,985.37	0.00	0.00	2,985.37
Total of All Funds:		<u>88,898.53</u>	<u>40.00</u>	<u>36,956.39</u>	<u>125,894.92</u>

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Totals by Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND BBT	01	71,806.69	40.00	36,956.39	108,803.08
CAPITAL FUND	18	14,106.47	0.00	0.00	14,106.47
BOND CAPITAL FUND	30	2,985.37	0.00	0.00	2,985.37
Total of All Funds:		<u>88,898.53</u>	<u>40.00</u>	<u>36,956.39</u>	<u>125,894.92</u>

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND BBT	4-01	71,806.69	0.00	0.00	0.00	71,806.69
CAPITAL FUND	4-18	14,106.47	0.00	0.00	0.00	14,106.47
BOND CAPITAL FUND	4-30	2,985.37	0.00	0.00	0.00	2,985.37
Total of All Funds:		<u>88,898.53</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>88,898.53</u>



Range of Checking Accts: 35 LIQUID FUELS to 35 LIQUID FUELS Range of Check Ids: 661 to 662  
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	Ref Seq	Acct
PO #	Item	Description							
661	08/13/24	HIGHW005 Highway Materials							781
24-00802	1	#69498 Various Patchwork	181.57	35-439-085	Expenditure		1	1	
				Current Year	Street Paving Projects				
24-00802	2	#69505 Various Patchwork	110.84	35-439-085	Expenditure		2	1	
				Current Year	Street Paving Projects				
24-00828	1	#69800 - 1100 block Locust St	654.82	35-439-085	Expenditure		3	1	
				Current Year	Street Paving Projects				
24-00828	2	#69812 - 1100 block Locust St	581.17	35-439-085	Expenditure		4	1	
				Current Year	Street Paving Projects				
24-00829	1	#69823 - 1100 block Locust St	1,685.73	35-439-085	Expenditure		5	1	
				Current Year	Street Paving Projects				
24-00829	2	#69824 - 1100 block Locust St	1,795.49	35-439-085	Expenditure		6	1	
				Current Year	Street Paving Projects				
24-00829	3	#69826 - 1100 block Locust St	1,311.10	35-439-085	Expenditure		7	1	
				Current Year	Street Paving Projects				
24-00829	4	#69838 - 1100 block Locust St	1,669.70	35-439-085	Expenditure		8	1	
				Current Year	Street Paving Projects				
24-00829	5	#69839 - 1100 block Locust St	1,809.11	35-439-085	Expenditure		9	1	
				Current Year	Street Paving Projects				
24-00829	6	#69842 - 1100 block Locust St	1,310.37	35-439-085	Expenditure		10	1	
				Current Year	Street Paving Projects				
24-00829	7	#69851 - 1100 block Locust St	1,679.31	35-439-085	Expenditure		11	1	
				Current Year	Street Paving Projects				
24-00829	8	#69855 - 1100 block Locust St	1,797.89	35-439-085	Expenditure		12	1	
				Current Year	Street Paving Projects				
24-00829	9	#69865 - 1100 block Locust St	1,310.37	35-439-085	Expenditure		13	1	
				Current Year	Street Paving Projects				
24-00858	1	#354736-1200 block Chestnut St	402.52	35-439-085	Expenditure		14	1	
				Current Year	Street Paving Projects				
24-00863	1	#70285 - 1200 block Chestnut	1,707.79	35-439-085	Expenditure		15	1	
				Current Year	Street Paving Projects				
24-00863	2	#70287 - 1200 block Chestnut	1,536.42	35-439-085	Expenditure		16	1	
				Current Year	Street Paving Projects				
24-00863	3	#70289 - 1200 block Chestnut	1,314.02	35-439-085	Expenditure		17	1	
				Current Year	Street Paving Projects				
24-00863	4	#70301 - 1200 block Chestnut	1,710.70	35-439-085	Expenditure		18	1	
				Current Year	Street Paving Projects				
24-00863	5	#70303 - 1200 block Chestnut	1,529.86	35-439-085	Expenditure		19	1	
				Current Year	Street Paving Projects				
24-00863	6	#70307 - 1200 block Chestnut	1,311.10	35-439-085	Expenditure		20	1	
				Current Year	Street Paving Projects				
24-00863	7	#70314 - 1200 block Chestnut\	1,712.89	35-439-085	Expenditure		21	1	
				Current Year	Street Paving Projects				
			<u>27,122.77</u>						
662	08/13/24	PPLEL005 PPL Electric Utilities Corp							781
24-00872	1	locust st lite 6/11/24-7/11/24	51.33	35-434-001	Expenditure		22	1	
				Street Lighting - Electrical Usage					
24-00872	2	n 9th st & walnut 6/10-7/10	25.34	35-434-001	Expenditure		23	1	
				Street Lighting - Electrical Usage					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
662	PPL Electric Utilities Corp	Continued							
24-00872	3	1027 walnut rear 6/10-7/10	13.80	35-434-001	Expenditure		24	1	
				Street Lighting - Electrical Usage					
24-00872	6	malleable rd 6/28/24-7/30/24	33.34	35-434-001	Expenditure		25	1	
				Street Lighting - Electrical Usage					
24-00872	7	columbia boro 6/28/24-7/30/24	7,625.76	35-434-001	Expenditure		26	1	
				Street Lighting - Electrical Usage					
24-00872	8	ironville pk 6/10/24-7/10/24	24.87	35-434-001	Expenditure		27	1	
				Street Lighting - Electrical Usage					
24-00873	1	9th & locust 6/10/24-7/10/24	24.87	35-434-002	Expenditure		28	1	
				Traffic Lights - Electrical Usage					
24-00873	2	lanc ave 6/12/24-7/12/24	37.65	35-434-002	Expenditure		29	1	
				Traffic Lights - Electrical Usage					
24-00873	3	15th & lanc ave 6/12/24-7/12/24	34.17	35-434-002	Expenditure		30	1	
				Traffic Lights - Electrical Usage					
24-00873	4	cherry & lanc ave 6/11-7/11	36.39	35-434-002	Expenditure		31	1	
				Traffic Lights - Electrical Usage					
24-00873	7	5th st park 6/3/24-7/2/24	35.18	35-434-002	Expenditure		32	1	
				Traffic Lights - Electrical Usage					
			<u>7,942.70</u>						

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	<u>2</u>	<u>0</u>	35,065.47	0.00
Direct Deposit:	<u>0</u>	<u>0</u>	0.00	0.00
Total:	<u>2</u>	<u>0</u>	<u>35,065.47</u>	<u>0.00</u>

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Totals by Year-Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
HIGHWAY AID FUND	4-35	35,065.47	0.00	0.00	35,065.47
Total of All Funds:		<u>35,065.47</u>	<u>0.00</u>	<u>0.00</u>	<u>35,065.47</u>

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Totals by Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
HIGHWAY AID FUND	35	35,065.47	0.00	0.00	35,065.47
Total of All Funds:		<u>35,065.47</u>	<u>0.00</u>	<u>0.00</u>	<u>35,065.47</u>

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
HIGHWAY AID FUND	4-35	35,065.47	0.00	0.00	0.00	35,065.47
Total of All Funds:		<u>35,065.47</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>35,065.47</u>

Range of Checking Accts: 21 ARPA FUND to 21 ARPA FUND      Range of Check Ids: 1031 to 1031  
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
1031	08/13/24	LANDS005 Land Studies Inc.					780
24-00852	1	2024 maintenance	515.00	21-463-671	Expenditure		1 1
				Shawnee/Mill St Drainage/Improvements			
24-00852	2	permanent seeding	2,555.00	21-463-671	Expenditure		2 1
				Shawnee/Mill St Drainage/Improvements			
24-00852	3	slop/bench seeding	395.00	21-463-671	Expenditure		3 1
				Shawnee/Mill St Drainage/Improvements			
24-00852	4	e&s matting bioD-40	1,855.00	21-463-671	Expenditure		4 1
				Shawnee/Mill St Drainage/Improvements			
24-00852	5	rock armoring	14,255.00	21-463-671	Expenditure		5 1
				Shawnee/Mill St Drainage/Improvements			
24-00852	6	sediment removal	2,795.00	21-463-671	Expenditure		6 1
				Shawnee/Mill St Drainage/Improvements			
			<u>22,370.00</u>				

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	<u>1</u>	<u>0</u>	<u>22,370.00</u>	<u>0.00</u>
Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Total:	<u>1</u>	<u>0</u>	<u>22,370.00</u>	<u>0.00</u>

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Totals by Year-Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
American Rescruer Plan FUND	4-21	22,370.00	0.00	0.00	22,370.00
Total of All Funds:		<u>22,370.00</u>	<u>0.00</u>	<u>0.00</u>	<u>22,370.00</u>

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Totals by Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
American Rescruer Plan FUND	21	22,370.00	0.00	0.00	22,370.00
Total of All Funds:		<u>22,370.00</u>	<u>0.00</u>	<u>0.00</u>	<u>22,370.00</u>



Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
American Rescure Plan FUND	4-21	22,370.00	0.00	0.00	0.00	22,370.00
Total of All Funds:		<u>22,370.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>22,370.00</u>



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Ashley A. Glick, Partner | ashley@newholland.law  
Samuel A. Goodley III, Partner | sam@newholland.law  
Patrick Deibler, Partner | patrick@newholland.law  
Thomas A. Fanning, Partner | tom@newholland.law

June 19, 2024

Mark E. Stivers  
Borough Manager  
Via Hand Delivery

RE: Conditional Use Application of Valley View Capital, LLC

Dear Mr. Stivers:

As we have been discussing, attached are 14 copies of a Conditional Use Application for Valley View Capital, LLC together with a check in the amount of \$1,900 for the application and hearing fees. Each copy of the application includes (1) a letter of intent describing the project, (2) ground floor plans and elevations of the proposed project, and (3) a set of plans sized 11" x 17". A USB drive with the site plan file is also attached, and Applicant's design professional, Landworks Civil Design, LLC, will deliver two 24" x 36" sealed copies of the plan to your attention today.

Very truly yours,

KLING & DEIBLER, LLP

Thomas A. Fanning, Esq.



## LANDWORKS CIVIL DESIGN, LLC

www.landworkscd.com  
(866) LNDWRKS

*Via Email*

June 19, 2024

Scott Ryno  
Fire Chief  
Columbia Borough Fire Department  
P.O. Box 426  
726 Manor Street  
Columbia, PA 17512

Re: 750 South Ninth Street  
Conditional Use Application  
Fire & Water Exhibit  
Columbia Borough, Lancaster County, PA

Dear Scott:

On behalf of Valley View Capital, a Conditional Use Application is being submitted to Columbia Borough for a proposed development of nine (9) townhomes located at 750 South Ninth Street, Columbia, Pennsylvania. As part of this application, a submission for review of the water lines and hydrant locations is required to the fire department.

Please review the plans for consistency with your department's regulations and procedures and provide a copy of the review to Mark Stivers at Columbia Borough.

The submittal package includes:

1. One (1) copy of the Fire & Water Exhibit

If you have any questions or comments, please contact me at 717-462-1444 or [tfink@landworkscd.com](mailto:tfink@landworkscd.com).

Sincerely,

**LANDWORKS CIVIL DESIGN, LLC**

Timothy Fink  
Senior Engineer

Copy: Eli King (Valley View Capital, LLC)  
Tom Fanning (Glick, Goodley, Deibler, & Fanning, LLP)  
Mark Stivers (Columbia Borough)  
Derek Rinaldo (C.S. Davidson)



Borough of Columbia  
308 LOCUST STREET  
COLUMBIA BOROUGH, PA  
PH: (717) 684-2467

**Borough of Columbia**  
**Conditional Use**  
**Application**



File Number: \_\_\_\_\_

Date Filed: \_\_\_\_\_

**APPLICANT INFORMATION**

Name of Applicant(s): Valley View Capital LLC

Address: 216 Little Beaver Rd. City: Strasburg State: PA Zip: 17579

Telephone # 717-598-2661 Email: eli@webuyhouseslancaester.net

Name of Landowner of Record: Valley View Capital LLC

Mailing Address of Landowner (If different than Applicant):

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Representative or Consultant: Glick, Goodley, Deibler, & Fanning, LLP - Tom Fanning

Address: 131 W. Main Street City: New Holland State: PA Zip: 17557

Telephone # 717-354-7700 Email: tom@newholland.law

**PROJECT DESCRIPTION**

Subject Parcel Account Number: 110-98905-0-0000 Zoning District: MDR

Address of Subject Property:

Address: 750 S. Ninth St. City: Columbia State: PA Zip: 17512

Requested Use and Section #: Section 220-27. Flexible residential development option

Past and Current Use: Vacant land

Surrounding Land Use: Residential

I hereby certify that the information submitted, in accordance with this application, is correct.

Signature of Applicant *[Handwritten Signature]*

Date: 6-5-24

**COLUMBIA BOROUGH COUNCIL**

Letter of Intent attached to  
Conditional Use Application of  
Valley View Capital, LLC

:  
:  
:  
:  
:

File Number: \_\_\_\_\_

**Background**

Eli S. King is the sole member of Valley View Capital, LLC. Valley View Capital, LLC (“Applicant”) owns the property located at 750 S. Ninth Street, Columbia, Columbia Borough, Pennsylvania (the “Property.”)

The Property consists of .474 acres, sits on the corner of South Ninth Street and Avenue X, and is in the Medium Density Residential District. Applicant requests conditional use approval for a Flexible Residential Development as contemplated by § 220-27 of the Zoning Ordinance to construct nine (9) townhomes on the Property. Applicant intends to do so via two detached buildings with one building containing four (4) units and the other containing five (5) units. Each dwelling will have approximately 1,500 square feet of living space, either two (2) or three (3) bedrooms, two (2) or three (3) bathrooms, a sizeable open-concept living/dining/kitchen area, and two (2) dedicated on-site parking spaces. As described in this Application and shown in the Exhibits, Applicant is committed to constructing residences that are consistent with the character of the neighborhood and provide both private and attractive living spaces for Borough residents.

The deed for the Property is attached hereto as Exhibit “A.” A site plan for the proposed project is attached hereto as Exhibit “B.” Proposed floor plans and elevations are attached as Exhibit “C.” A list of adjoining property owners is attached as Exhibit “D”.

**Request for Relief**

With the exception of modifications requested to §§ 220-27(E)(2) and 220-27(F)(8), Applicant’s project complies with all applicable requirements of the Flexible Residential Development option as follows:

- § 220-27(D)

- The Property consists of 20,635 square feet, which exceeds the minimum lot size of 2,400 square feet.
- § 220-27(E)
- § 220.27(E)(1). Applicant intends to construct townhouses, which are allowed as a flexible residential development option by § 220-27(E)(1)(c).
  - § 220-27(E)(2). This section requires that each dwelling unit be on its own fee simple lot or be in condominium ownership. Applicant requests a waiver from this requirement. Even if Applicant separated the units as required by this section, he nevertheless would maintain ownership of all units and lease them to tenants. Therefore, Applicant respectfully submits that the additional cost, time, and planning expended by both Applicant and the Borough to subdivide the properties, create condominium units, and/or create a homeowner's association, cross parking easements and other agreements and easements necessary to effectuate the same would have no practical effect.
  - § 220-27(E)(3). This section prohibits mobile/manufactured homes, which will not be used.
- § 220-27(F)
- § 220-27(F)(1) provides that not more than one (1) dwelling unit per 1,500 square feet of lot area is allowed. Applicant proposes nine (9) units on the 20,635 square foot Property, which works out to one (1) unit per 2,293 square feet.
  - § 220-27(F)(2) provides that Each dwelling unit must have a minimum building width of 15 feet. Applicant's proposed units are each 20 feet wide.
  - § 220-27(F)(3) requires each unit to include a minimum of 200 square feet of outdoor private area. Here, the rear of each unit will have a 9' x 16' back patio area and 9' x 4' grass area with fencing on both sides providing privacy from the neighboring unit. In addition, each unit will have a front porch area of at least 3' x 13' 7" that is offset and

private from the neighboring unit. Therefore, in total, each unit will have at least 220 square feet of private outdoor area.

- § 220-27(F)(4) provides that structures shall provide for a safe sight distance at intersections of streets and alleys. Applicant and Applicant's land development consultants have discussed these distances with the Borough and will address the same in the land development process to ensure such safe sight distances. The remainder of this section sets forth certain provisions regarding garage doors and parking spaces located within 20' of a public street, neither of which are applicable to this project.
- § 220-27(F)(5) requires a five-foot minimum setback from side and rear lot lines. The closest distance from Applicant's proposed Townhomes to the side property line is 5' and to the rear lot line is over 50'.
- § 220-27(F)(6) requires a five-foot minimum setback between detached dwellings. Applicant's proposed buildings are separated by 10'.
- § 220-27(F)(7) requires suitable perpetually guaranteed access to a public street; Applicant's parking lot will have direct access to South Ninth Street.
- § 220-27(F)(8) provides that a sidewalk is required along each public street, and an average of one deciduous shade tree be planted along each 40' of adjacent public street right of way. As shown in the attached plans, Applicant intends to plant trees to meet this requirement along South Ninth Street. However, no front setback is required along Avenue X in which to plant trees, but Applicant intends to plant trees along South Ninth Street and a portion of Avenue X near its intersection of South Ninth where space is permitted. Applicant respectfully requests a waiver from the additional trees that would otherwise be required along Avenue X. It is not at all uncommon for other residences in the neighborhood to have no trees in the front yard.



- § 220-27(F)(9) requires that at least 20% of the total land area not contained within public rights-of-way be maintained as landscaped areas. As shown in the attached plans, Applicant intends to cover 22.4% of the Premises in landscaped area.
  - § 220-27(F)(10) provides that no more than 50% of the total land area not contained within public rights-of-way be covered by buildings. Applicant's proposed building coverage is 30.42%.
- § 220-27(G)
- § 220-27(G)(1) applies to the demolition of historically significant buildings, which does not apply here.
  - § 220-27(G)(2) provides that the scale, character, and design of the development shall be compatible with adjacent buildings. Applicant has specifically designed his project with this requirement in mind. At approximately 1,500 feet, each unit is a similar scale to other residence in the neighborhood. The exterior of the units utilizes vinyl siding in colors that are similar to and cohesive with much of the other siding in the neighborhood. Rather than constructing buildings with entirely straight and mono-color fronts, Applicant's design adds architecturally staggered depths and alternating colors, which are intended to give each unit more of a distinct character. Roof lines also vary to provide architectural interest, and front porches are recessed to provide privacy and character.
  - § 220-27(G)(3) requires fire-resistant construction, which will be utilized.
  - § 220-27(G)(4) provides that the development shall minimize the visual prominence of driveways and vehicle parking, with most of the same intended to be accessed using rear or side access corridors. Again as depicted in the attached plans, Applicant located the parking lot to the rear of the units to be accessed from the side street to minimize the visual prominence of the same.

- § 220-27(G)(5) requires the development to include substantial landscaping. In addition to the planned trees discussed above, as shown on the attached renderings, Applicant intends to create several landscape beds throughout the development with additional greenery, bushes, and shrubs.
  - § 220-27(G)(6) requires suitable measures of attractive design and landscaping for the enjoyment and privacy of residents and neighboring residents. As previously discussed in this Application, Applicant's design will meet these requirements.
  - § 220-27(G)(7) requires new common driveways to be constructed to accommodate two-way traffic and in no event be narrower than 10'. Applicant's proposed entrance to the common driveway is 22' wide. In addition, this section requires that a layout plan showing water lines and hydrant locations be submitted to the local fire protection personnel, which Applicant's land development consultants have provided to the Columbia Borough Fire Department.
  - § 220-27(G)(8) addresses constructing common driveways to minimize future repairs and expenses to the Borough. Applicant and Applicant's land development consultants are working with the Borough and its engineer to do the same, especially as it relates the Borough's intended South Ninth Street improvements.
- § 220-27(H)
- § 220-27(H)(1) requires that mailboxes be constructed in a manner that minimizes their visual impact; clusters are preferred over individual mailboxes. Applicant will construct a cluster mailbox that is easily and safely accessible from the parking lot and sidewalk.
  - § 220-27(H)(2) similarly provides that dumpsters shall be located to minimize their visual impact. As shown on the attached plans, Applicant will screen a dumpster corral in the rear of the Property.

**EXHIBIT "A"- DEED**

Prepared by and Return to:  
Clymer Musser & Sarno PC  
408 West Chestnut Street  
Lancaster, PA 17603  
File No. 23-1371

Parcel ID 110-98905-0-0000  
750 South Ninth Street  
Columbia, PA 17512

This Indenture, made the 29th day of March, 2023,

Between

**COLUMBIA BOROUGH**

(hereinafter called the Grantor), of the one part, and

**VALLEY VIEW CAPITAL LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY**

(hereinafter called the Grantee), of the other part,

**Witnesseth**, that the said Grantor for and in consideration of the sum of SEVENTY THOUSAND AND 00/100 (\$70,000.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have hereby grant and convey unto the said Grantee, its heirs and assigns

ALL THOSE TWO CERTAIN lots of ground, situate in the Ninth Ward of the Borough of Columbia, County of Lancaster, and Commonwealth of Pennsylvania, described as follows:

Tract 1: ALL THAT CERTAIN triangular lot of ground, situate at the Northwest corner South Ninth Street and Alley X, in the Ninth Ward of the Borough of Columbia, County of Lancaster, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the Northwest corner of South Ninth Street and Alley X and extending thence along the North line of said Alley, North eighty-six (86) degrees West fifty (50) feet to a point in the line of land now, or late of Jacob S. Buzzendore, et ux; thence extending along said land and land now or late of Martin T. Fisher, et ux., North sixty-nine (69) degrees eighteen (18) minutes East fifty-five (55) feet to the West line of South Ninth Street; thence extending along the same South four (4) degrees West twenty-three (23) feet to the place of BEGINNING.

Tract 2: ALL THAT CERTAIN lot of ground, situate at the Southwest corner of South Ninth Street and Alley X, in the Ninth Ward of the Borough of Columbia, County of Lancaster, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the Southwest corner of South Ninth Street and Alley X, and extending thence along the West line of South Ninth Street South four (4) degrees West one hundred (100) feet to a point in line of land now or late of Harry Odenwalt et ux.; thence extending along the same North eighty-six (86) degrees West two hundred (200) feet to a point in the East line of a ten (10) feet wide private alley; thence

extending along the East line of said alley North four (4) degrees East one hundred (100) feet to a point in the South line of Alley X; thence extending along the South line of said alley South eighty-six (86) degrees East two hundred (200) feet to the place of BEGINNING.

BEING THE SAME PREMISES which Peggy A. Knoll & James G. McGinness, each a Trustee for the George M. McGinness Revocable Trust of 2007 & Peggy A. Knoll & James G. McGinness, each a Trustee for the Dorothy McGinness Revocable Trust of 2007 n/k/a The Revised Dorothy V. McGinness Revocable Trust of 2013, by Deed dated August 20, 2021, and recorded on August 20, 2021 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, by Instrument No. 6626232, granted and conveyed to Columbia Borough of Lancaster County, Pennsylvania.

**Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said grantor, as well at law as in equity, of, in and to the same.**

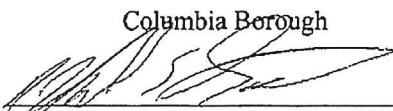
**To have and to hold** the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, their heirs and assigns, to and for the only proper use and behoof of the said Grantee, their heirs and assigns, forever.

**And** the said Grantor, for themselves and their heirs, executors and administrators, do, by these presents, covenant, grant and agree, to and with the said Grantee, their heirs and assigns, that they, the said Grantor, and their heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, their heirs and assigns, against it, the said Grantor, and their heirs, will warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantor but not otherwise.

Warrant and Forever Defend

In Witness Whereof, and intending to be legally bound hereby, Columbia Borough, party of the first part, have hereunto set their hands and seals. Dated the day and year first above written.

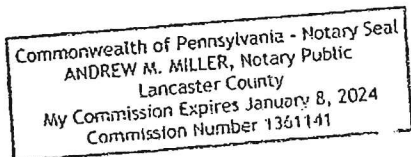
**Sealed and Delivered  
in the Presence of Us**

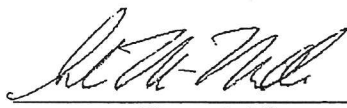
Columbia Borough  
By:   
Mark Stivers, Borough Manager

Commonwealth of Pennsylvania  
County of Lancaster


*On this 29th of March, 2023, before me, the undersigned Notary Public, personally appeared MARK STIVERS, BOROUGH MANAGER, known to me (or satisfactorily proven) to be the authorized person(s) of COLUMBIA BOROUGH to execute the within instrument, and acknowledged that they affirmed the same for the purposes therein contained.*

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



  
Notary Public  
1-8-24

The precise residence and the complete post office address of the above-named Grantee is: 216 Little Beaver Road Strasburg, PA 17579

  
On behalf of the Grantee

**EXHIBIT “B” – PLOT PLAN**

**EXHIBIT “C” – FLOOR PLANS AND**  
**ELEVATIONS**



# FOUNDATION

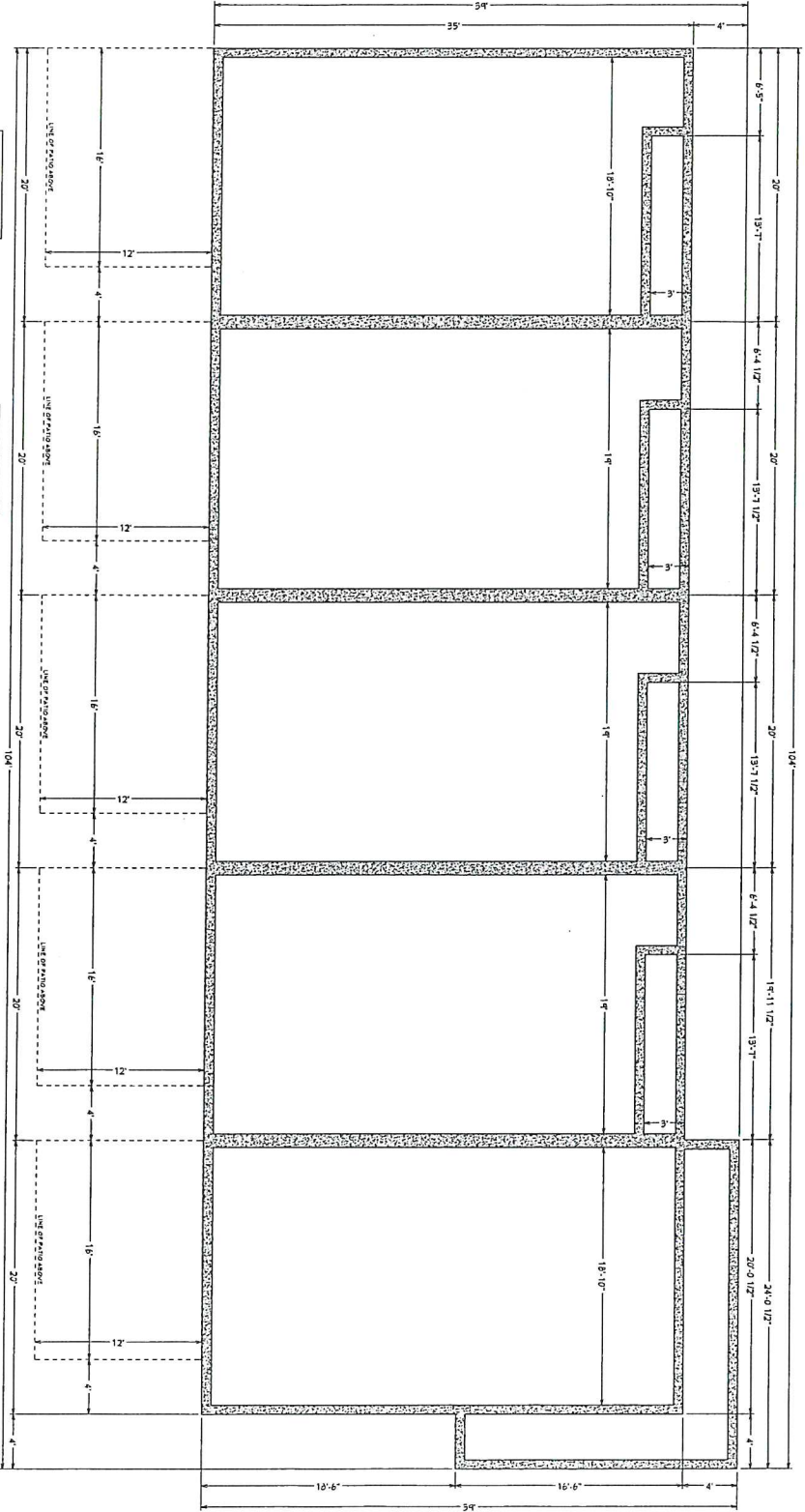
UNIT 5

UNIT 6

UNIT 7

UNIT 8

UNIT 9



DATE REVISION:  
4/30/2024

SCALE:  
1/4" = 1'-0"

PAGE #:  
1

PROJECT:  
**COLUMBIA TOWNHOUSES**  
S. NINTH STREET - 5 UNIT BLOCK

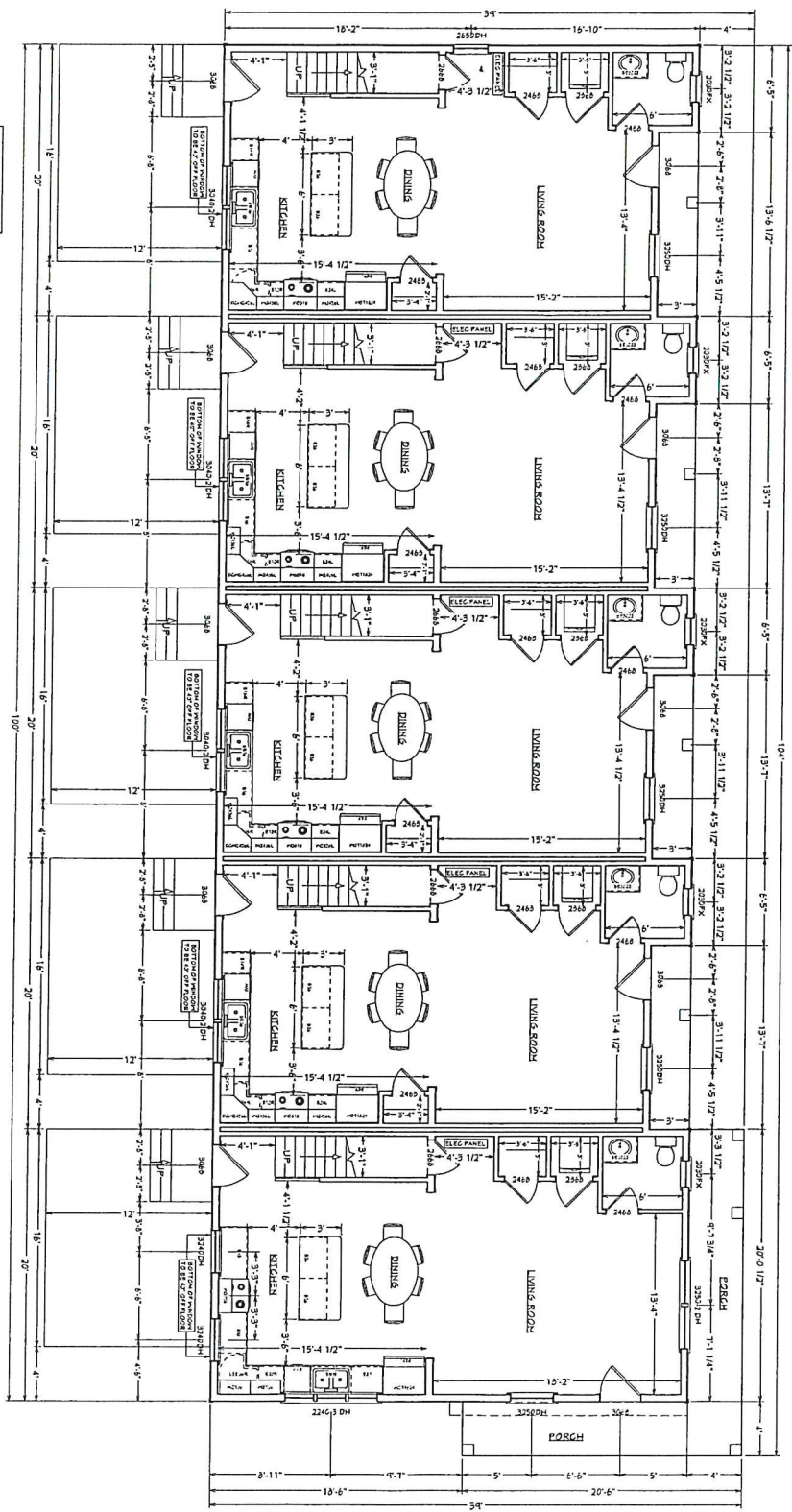
PLAN:  
UNITS # 5 - 9

BUILDER:  
**IRONSTONE HOMES, LLC**  
131 FOXSHIRE DRIVE, SUITE 100  
LANCASTER, PA 17601  
717-517-9994

DESIGNER:  
**KINDREW**  
HOME DESIGN

UNIT 5      UNIT 6      UNIT 7      UNIT 8      UNIT 9

FIRST FLOOR



SCALE: 1/4" = 1'-0"

PAGE #: 2

DATE REVISION: 4/30/2024

PROJECT: COLUMBIA TOWNHOUSES  
5. NINTH STREET - 5 UNIT BLOCK

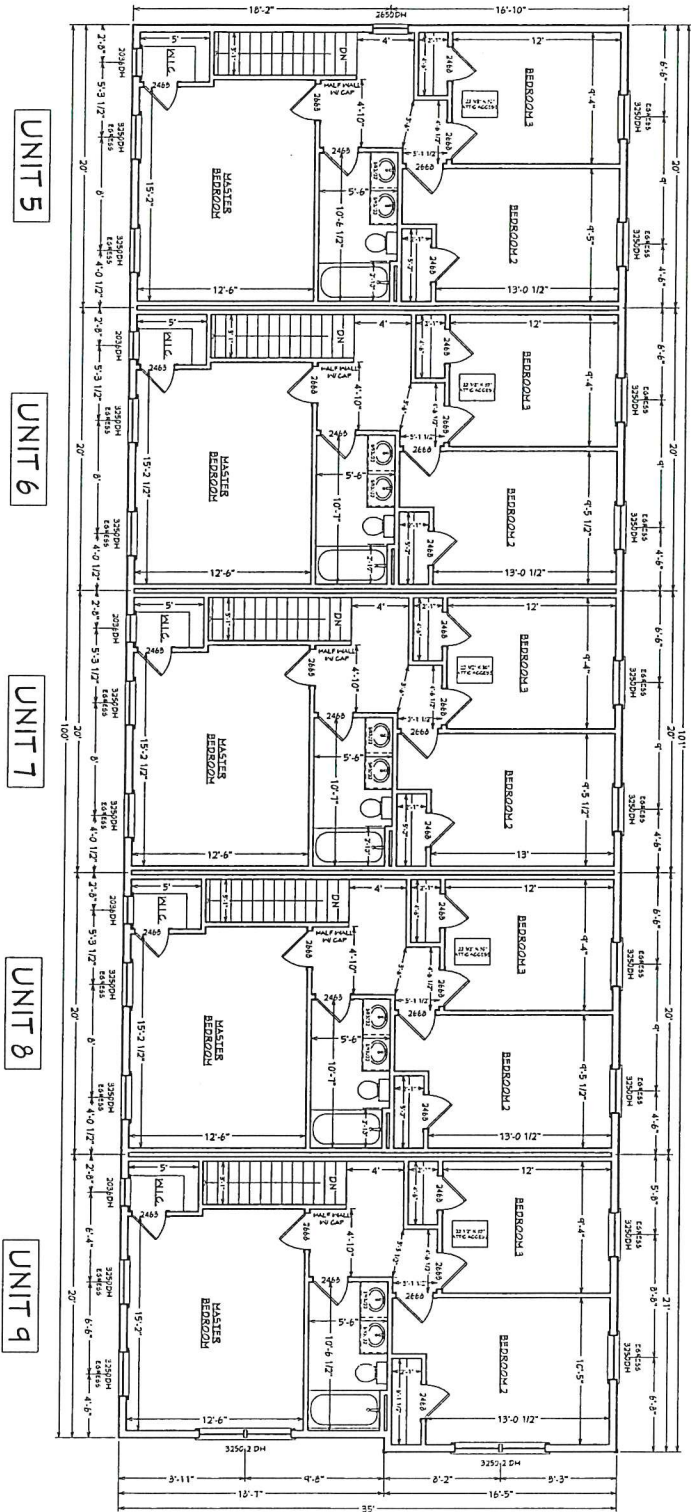
PLAN: UNITS # 5 - 9

BUILDER: IRONSTONE HOMES, LLC

131 FOXSHIRE DRIVE, SUITE 100  
LANCASTER, PA 17601  
717-517-9994

DESIGNER: K ANDREW HOME DESIGN

# SECOND FLOOR



SCALE: 1/4" = 1'-0"

PAGE #: 3

DATE REVISION: 4/30/2024

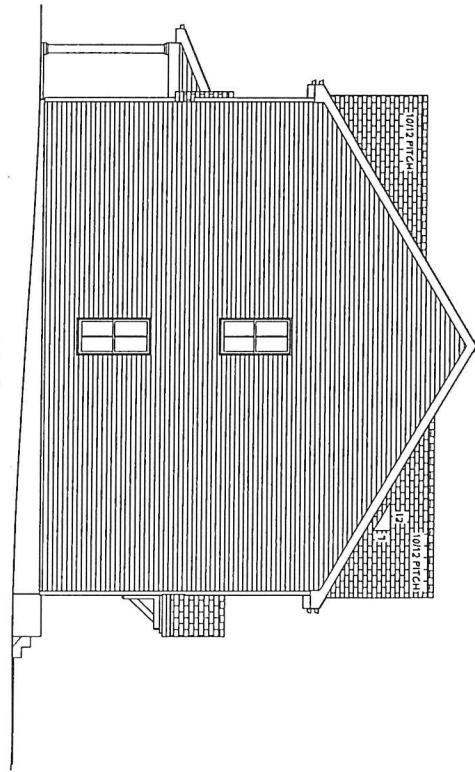
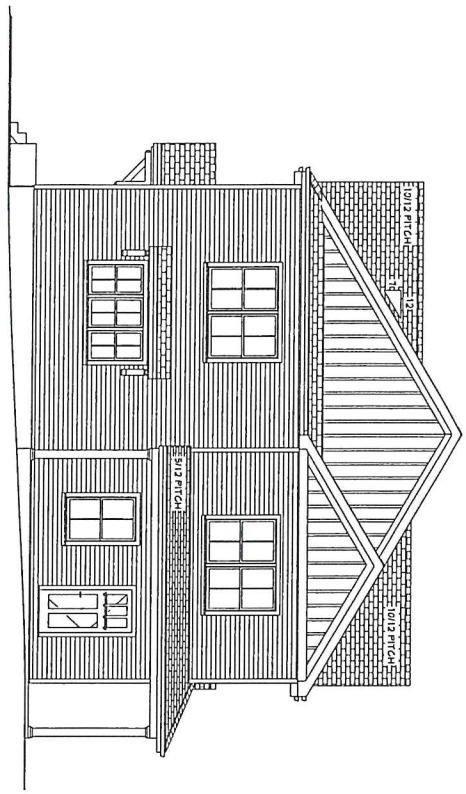
PROJECT: COLUMBIA TOWNHOUSES  
S. NINTH STREET - 5 UNIT BLOCK



UNITS # 5 - 9

BUILDER: IRONSTONE HOMES, LLC  
131 FOXSHIRE DRIVE, SUITE 100  
LANCASTER, PA 17601  
717-517-9994

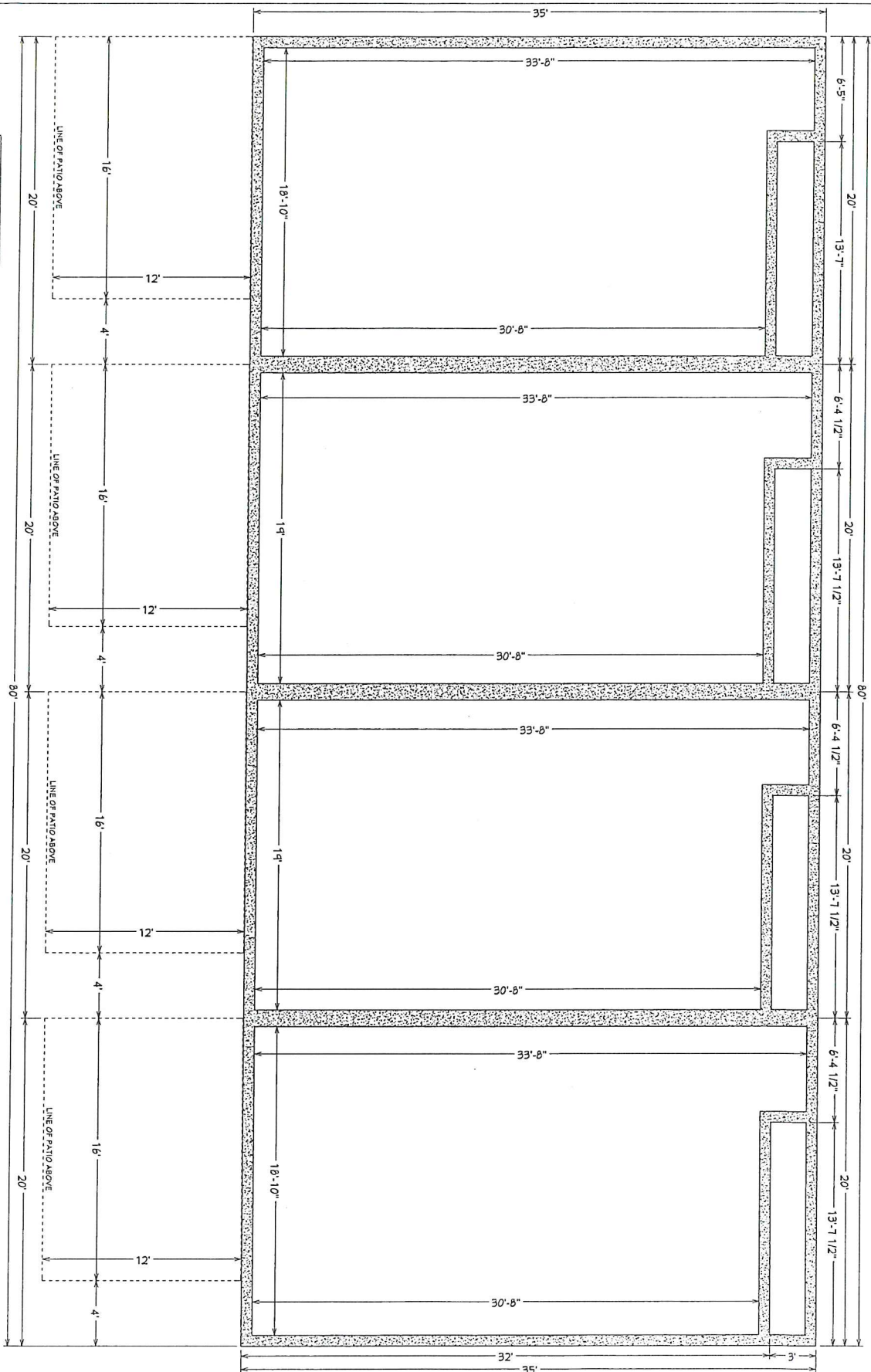
DESIGNER: KINDREW HOME DESIGN





PAGE #: <b>5</b>	SCALE: 1/4" = 1'-0"	DATE REVISED: 4/30/2024	PROJECT: <b>COLUMBIA TOWNHOUSES</b> <b>S. NINTH STREET - 5 UNIT BLOCK</b>	BUILDER:  <b>IRONSTONE HOMES, LLC</b> 131 FOXSHIRE DRIVE, SUITE 100 LANGASTER, PA 17601 717-517-9994	DESIGNER:  <b>K ANDREW</b> HOME DESIGN
		PLAN: <b>UNITS # 5 - 9</b>	TO BE BUILT TO MEET 2018 IRC		

ALTHOUGH OUR PRINTS ARE PREPARED WITH THE GREATEST OF CARE AND ACCURACY ACTUAL MEASUREMENTS MAY VARY +/-





UNIT 1

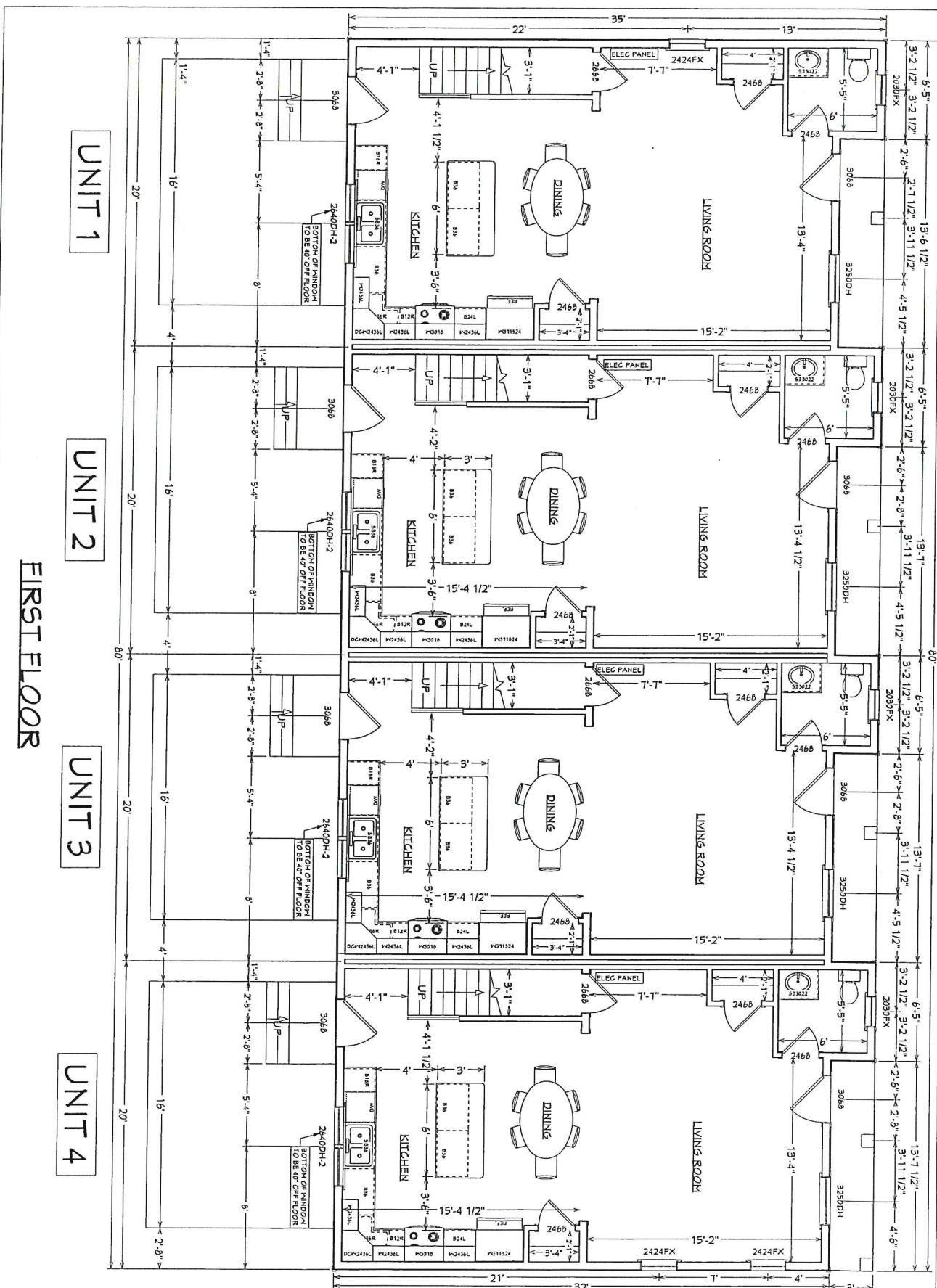
UNIT 2

UNIT 3

UNIT 4

FOUNDATION

SCALE: 3/8" = 1'-0"	PROJECT: <b>COLUMBIA TOWNHOUSES</b> <b>S. NINTH STREET - 4 UNIT BLOCK</b>	BUILDER:  <b>IRONSTONE HOMES, LLC</b>	DESIGNER:  <b>K ANDREW</b> HOME DESIGN
	DATE REVISED: 4/30/2024	PLAN: <b>UNITS # 1 - 4</b>	131 FOXSHIRE DRIVE, SUITE 100 LANCASTER, PA 17601 717-517-9994
PAGE #: <b>1</b>	TO BE BUILT TO MEET 2018 IRC		
ALTHOUGH OUR PRINTS ARE PREPARED WITH THE GREATEST OF CARE AND ACCURACY ACTUAL MEASUREMENTS MAY VARY +/-			



UNIT 1

UNIT 2

UNIT 3

UNIT 4

FIRST FLOOR

SCALE:  
3/8" = 1'-0"

DATE REVISION:  
4/30/2024

PROJECT:  
**COLUMBIA TOWNHOUSES**  
S. NINTH STREET - 4 UNIT BLOCK

PLAN:  
UNITS # 1 - 4

BUILDER:  
**IRONSTONE HOMES, LLC**  
131 FOXSHIRE DRIVE, SUITE 100  
LANGASTER, PA 17601  
717-517-9994

DESIGNER:  
**KINDREW**  
HOME DESIGN

TO BE BUILT TO MEET 2018 IRC

ALTHOUGH OUR PRINTS ARE PREPARED WITH THE GREATEST OF CARE AND ACCURACY ACTUAL MEASUREMENTS MAY VARY +/-

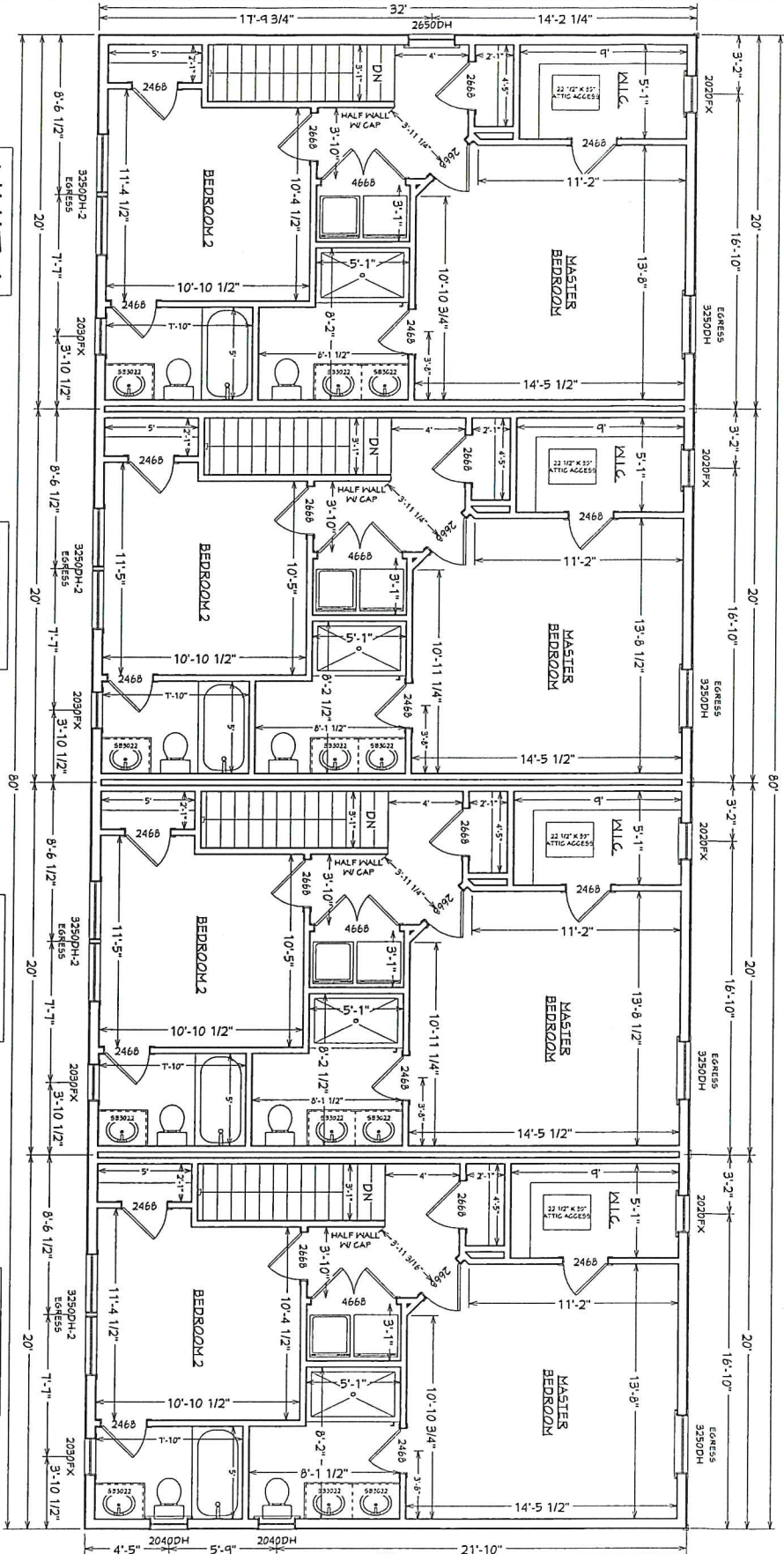
SECOND FLOOR

UNIT 1

UNIT 2


UNIT 3

UNIT 4




<p><b>3</b></p>	<p>PAGE #:</p>
	<p>3/8" = 1'-0"</p>
<p>SCALE:</p>	<p>4/30/2024</p>
<p>DATE REVISION:</p>	<p>PROJECT:</p>
<p>PROJECT:</p>	<p>COLUMBIA TOWNHOUSES</p>
<p>PLAN:</p>	<p>S. NINTH STREET - 4 UNIT BLOCK</p>
<p>DATE REVISION:</p>	<p>UNITS # 1 - 4</p>

**BUILDER:**



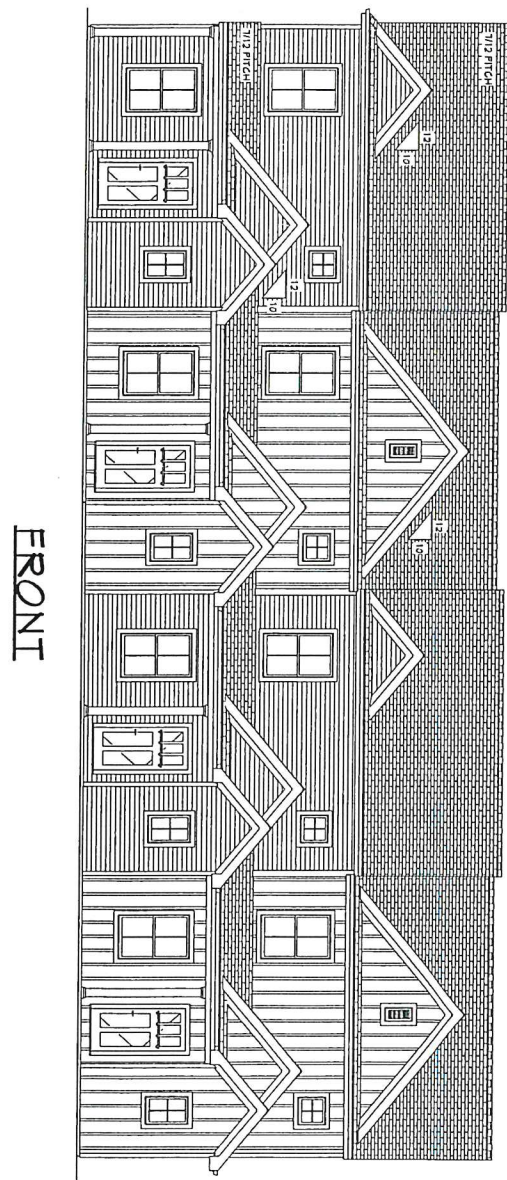
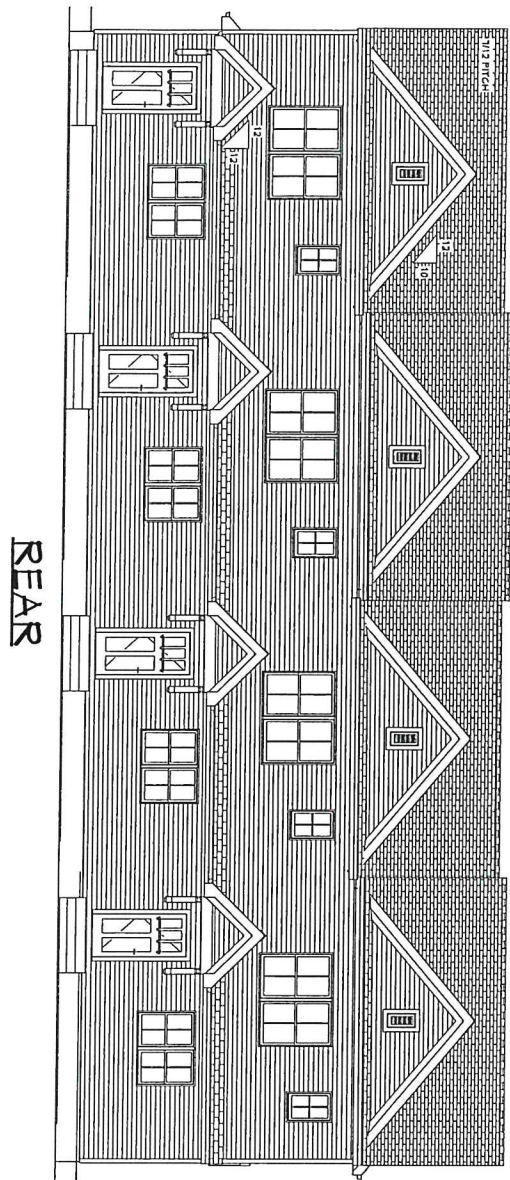
**IRONSTONE HOMES, LLC**  
 131 FOXSHIRE DRIVE, SUITE 100  
 LANCASTER, PA 17601  
 717-517-9994

**DESIGNER:**



**KINDREW**  
 HOME DESIGN





SCALE:  
1/4" = 1'-0"

DATE REVISED:  
4/30/2024

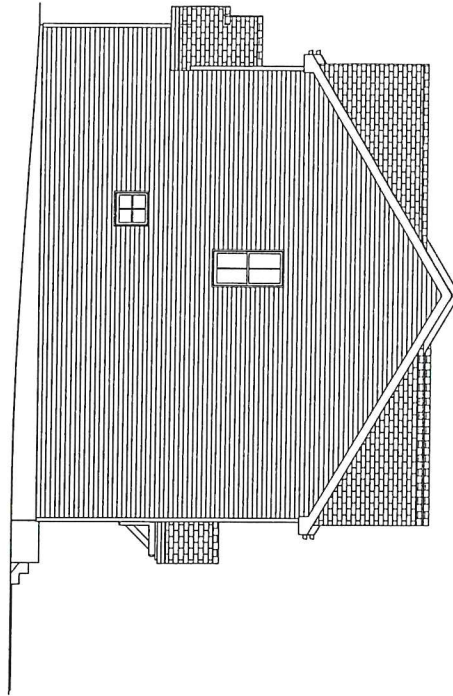
PROJECT:  
**COLUMBIA TOWNHOUSES**  
**S. NINTH STREET - 4 UNIT BLOCK**

PLAN:  
**UNITS # 1 - 4**

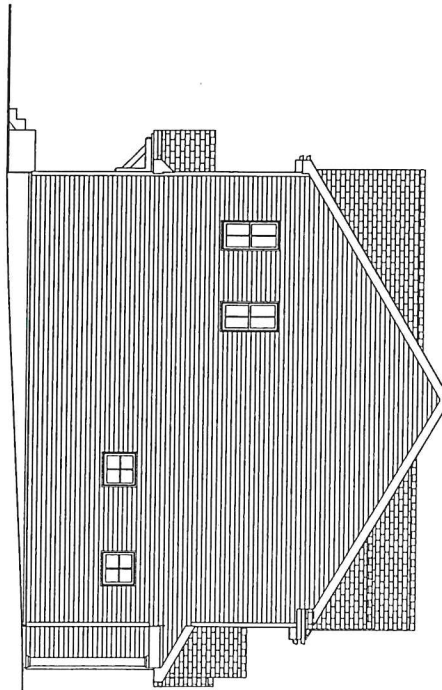
BUILDER:  
**IRONSTONE HOMES, LLC**  
131 FOXSHIRE DRIVE, SUITE 100  
LANCASTER, PA 17601  
717-517-9994

DESIGNER:  
**KINDREW**  
HOME DESIGN

LEFT



RIGHT



PAGE #:

5

SCALE:  
1/4" = 1'-0"

DATE REVISD:  
4/30/2024

PROJECT:

COLUMBIA TOWNHOUSES  
S. NINTH STREET - 4 UNIT BLOCK

PLAN:

UNITS # 1 - 4

BUILDER:



**IRONSTONE HOMES, LLC**  
131 FOXSHIRE DRIVE, SUITE 100  
LANCASTER, PA 17601  
717-517-9994

DESIGNER:



**KINDREW**  
HOME DESIGN









**EXHIBIT “D” – ADJOINING**  
**PROPERTY OWNERS**

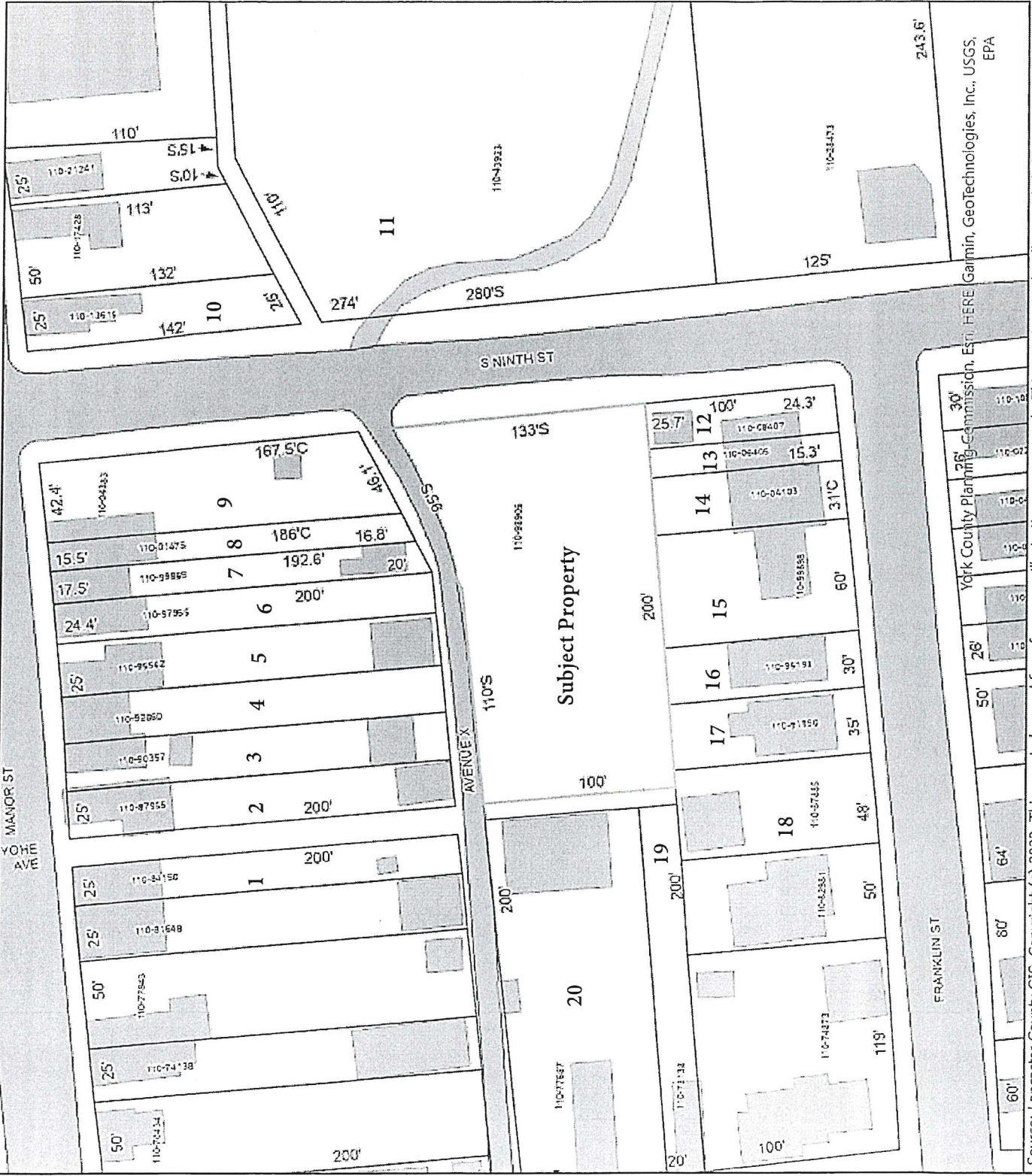
# LanCo View Map



	Properties
	Municipalities
	Buildings
	US Route
	Federal Route
	Road Edge Outline
	Road Edge Fill
	Parking Lots
	Drives
	Railroads
	Streams
	Water Bodies
	Parks
	Boroughs and City
	Townships
	Index
	Intermediate
	10' Index Contours
	20' Contours
	Agricultural
	Forested



1 inch equals 94 feet  
Scale: 1:1,128



Source: Lancaster County GIS, Copyright (c) 2022. This map is not a legally recorded plan, survey, or engineering schematic and it is not intended to be used as such. For complete disclaimer, see: <https://co.lancaster.pa.us/gisdisclaimer>



Schedule of Adjoining Property Owners

1. 626 Manor Street  
Account # 1108415000000  
Englert, Ralph J. & Barbara A.  
626 Manor Street  
Columbia, PA 17512
2. 628 Manor Street  
Account # 1108795500000  
Wagner, Sky  
628 Manor Street  
Columbia, PA 17512
3. 634 Manor Street  
Account # 1109035700000  
Harnish, Harry L., Jr. & Margaret A.  
634 Manor Street  
Columbia, PA 17512
4. 636 Manor Street  
Account # 1109286000000  
Sload, Angie L.  
636 Manor Street  
Columbia, PA 17512
5. 638 Manor Street  
Account # 1109556200000  
Schmitt, George L. & Sandra J.  
638 Manor Street  
Columbia, PA 17512
6. 642 Manor Street  
Account # 1109796500000  
Schmitt, George L. & Sandra J.  
638 Manor Street  
Columbia, PA 17512
7. 644 Manor Street  
Account # 1109986900000  
Burmar Real Estate LLC  
RR 2 Box 118  
Ephrata, PA 17522
8. 646 Manor Street  
Account # 1100147500000  
Fischer, Jesse S.  
646 Manor Street  
Columbia, PA 17512
9. 648 Manor Street  
Account # 1100438300000  
Studenroth, Theodore B. Jr. & Judith A.  
518 S. 15<sup>th</sup> Street  
Columbia, PA 17512
10. 700 Manor Street  
Account # 1101361500000  
Columbia Borough Fire Dpt.  
726 Manor Street  
PO Box 426  
Columbia, PA 17512
11. 750 S. 9<sup>th</sup> Street  
Account # 1104392300000  
Columbia Borough  
308 Locust Street  
Columbia, PA 17512
12. 651 Franklin Street  
Account # 1100840700000  
Ramos, Israel Navarro  
Cintron, Ileana Rosa  
651 Franklin Street  
Columbia, PA 17512
13. 649 Franklin Street  
Account # 1100640500000  
Mays, Ryan & John  
649 Franklin Street  
Columbia, PA 17512
14. 647 Franklin Street  
Account # 1100410300000  
Jones, Kenneth M. & Annemarie T.  
647 Franklin Street  
Columbia, PA 17512

15. 643 Franklin Street  
Account # 1109969800000  
Thompson, Benjamin E.  
Whitlock, Alexandra M.  
643 Franklin Street  
Columbia, PA 17512
  
16. 641 Franklin Street  
Account # 1109519300000  
Mitzel, Mark K. & Diana Iris  
641 Franklin Street  
Columbia, PA 17512
  
17. 639 Franklin Street  
Account # 1109199000000  
Jaquez Ramirez, Adolfo  
717 Ashbourne Avenue  
Lancaster, PA 17601
  
18. 629 Franklin Street  
Account # 1108788500000  
Wood, Ronald J. & Linda L.  
629 Franklin Street  
Columbia, PA 17512
  
19. 741 Plane Street  
Account # 1107813800000  
Duke, Ambram O, III  
Minnich, Cathy A.  
741 Plane Street  
Columbia, PA 17512
  
20. 731 Plane Street  
Account # 1107768700000  
Liz & Gabe Trucking LLC  
626 S. 11<sup>th</sup> Street  
Columbia, PA 17512

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** 8/13/24

**DEPARTMENT:** Police

**TITLE:** Event Permit Application for the Columbia Historic Preservation Society's annual Albatwitch Day.

**BACKGROUND AND JUSTIFICATION:** This is an annual event, which is sponsored by the Columbia Historic Preservation Society. This event consists of food, lectures, live music, canoe rides and vendors.

**MOTION:** To consider approval for the Columbia Historic Preservation Society to host their annual Albatwitch Day on Saturday, October 5, 2024, from 11am-5:00pm (set-up from 7am-11am, tear-down from 5pm-6pm) using River Park contingent upon receipt of the required Certificate of Insurance.

**ATTACHMENT(S):**

- Facilities Use Request dated 7/29/24



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

**SPECIAL EVENT PERMIT APPLICATION**

Non-Profit:  Yes  No Date Request Submitted: 07/29/2024

**Organization Name:** Columbia Historic Preservation Society **Representative Name:** Chris Vera

**Address:** P.O. Box 578 Columbia, PA 17512 **Phone #:** (717)572-7149 **Email:** columbiainhistory717@gmail.com

**Name of Event:** 11th Annual Albatwitch Day

**Describe Event Activities:** 11th Annual event with canoe ride, food, lectures, kids area, music, non-profits and vendors

<u>Event Date(s)</u>	<u>Time of Event</u>	<u>Times (Including Setup/Tear Down)</u>
Saturday, October 5, 2024 / (Rain Date)	11:00AM-5:00PM	7:00AM-6:00PM

**Anticipated Attendance:** 4-5,000 **Are you charging a fee to participate?** No **If so, how much?** \_\_\_\_\_

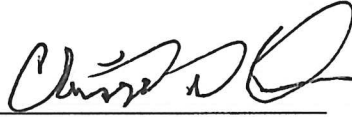
**Site Requested:** (Please see Special Event Policies and Procedures for a list of available sites)  
Columbia River Park 41 Walnut Street, Columbia, Pennsylvania 17512

**If using Borough Street(s) (i.e.- 3<sup>rd</sup> 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 trash cans (6) (we supply liners and trash removal)

- 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](http://www.columbiapa.net))).
  - Clean-up and removal of all trash produced at an event is the responsibility of the event host. Failure to remove all trash could result in additional fees as well as a fine of up to \$500.00.
  - A Certificate of Insurance must be submitted with the application and must be submitted to the Columbia Borough Police Department at least 60 days prior to the event date. Minimum coverage of \$500,000.00 for bodily injury and \$500,000.00 for property damage (must show Columbia Borough as additional insured).
  - Two Certificates of Insurance are required for events involving a state-owned road (one showing Columbia Borough as an additional insured and a second showing PennDot as an additional insured). The Facilities Use Application and Insurance Certificate must be submitted at least 60 days prior to the event date.

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

RESPONSIBLE ORGANIZATION OFFICIAL: Christopher A. Vera   
(Name – PLEASE PRINT) (Signature)

**APPROVAL SIGNATURES**

Borough Manager Mark Stigers Borough Manager Date \_\_\_\_\_

Police Chief \_\_\_\_\_ Chief Jack Brommer Date \_\_\_\_\_

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** 8/13/24

**DEPARTMENT:** Highway

**TITLE:** Highway Maintenance Worker II

**SUMMARY:**

Opening was posted internally and on Indeed. No internal applications were received. We received 24 applications through Indeed. Highway Manager Graham, Councilperson Price, and Council President Zink interviewed 3 candidates. Kenneth Boughter has the necessary qualifications and interviewed well. We believe he will be a great fit for Columbia Borough

**BACKGROUND AND JUSTIFICATION:**

This position was created by the resignation of Robert Warfel Jr as of 7/31/24.

**MOTION:**

Move to extend an offer of employment to Kenneth Boughter for the position of Highway Maintenance Worker II at a starting rate of \$25.40/hr contingent upon background check and drug screening.

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
Operating Fund (01)	0	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
<b>Net Fiscal Impact</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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

Account Number	Account Description	FY24 Budget	Current Balance	Agenda Expenditure	Balance
01-430-140	Highway personnel salaries	393,868	257,997.81	17,475.20	240,522.61

## **Kenneth Boughter**

### **Objective-**

**To obtain a full time position**

### **Qualifications-**

Very Hard working. Work well with others or alone. Have operated all types of farm related equipment. Basic knowledge of diesel maintenance and service. Over 24 years of CDL Class A and B Safe driving experience. Born and raised on a family farm. Have operated all types of roadway equipment including- Heavy loaders,backhoes,tampers,trenchers,Dump trucks,snow plows,salt spreaders,pavers,milling machines,rollers,mowers,chainsaws,ect.

### **Employment-**

June 2000 to Present

Truck Driver/Laborer

All Star Excavating PO box 255 lancaster pa 17608

Operating of all types of equipment including heavy dump trucks and loaders. Paving,milling,snow removal,brush cutting in a safe manner. Doing pre trip inspections to ensure a safe start and finish to the work day. Dealing with happy and upset customers. Handling large amounts of cash. All types of snow removal. Working all types of shift work. All types of preventative maintenance of equipment and vehicles. Responding to emergency call out situations. Performing all different types of property, maintenance and lawn, mowing/landscaping/janitorial duties throughout our buildings.

### **Education-**

Graduated

Manheim Central High School Year 2000

### **Hobbies And Interest-**

Working on our familys farm. Collecting Antique cars and trucks. Fixing up old trucks and farm tractors. Volunteering at my local fire company. keeping myself physically fit. Spending time with loved ones.

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** 8/13/24

**DEPARTMENT:** Police Department

**TITLE:** Special Event – Sherese Kirkland – Birthday Party for Daughter

**BACKGROUND AND JUSTIFICATION:** Ms. Kirkland is requesting to close 6<sup>th</sup> Street from Walnut St. to Avenue H for her daughter’s birthday party. This is a short block and she would like to have room for the children to play with bikes, balls, scooters, toys, and chalk.

**MOTION:** To consider approval of a Special Event Request Sherese Kirland to host a birthday party on 6<sup>th</sup> Street from Walnut Street to Avenue H on 8/24/2024 from 3pm-7:00pm contingent upon receipt of the \$25.00 Application Fee, the \$10.00 Late Submission Fee, and the Certificate of Insurance.

## FISCAL IMPACT ANALYSIS

### NOTES/ATTACHMENT(S):

- Special Event Permit Application
- There should be little to no cost incurred to the Borough for this event.
- Barricades will be needed from the Public Works Department.





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: 8/24/24

Organization Name: MA Private Event Representative Name: Sherese Kirkland

Address: 35 N 6th Street Phone #: 717-621-9188 Email: kirklandsherese@bgsfma.com

Name of Event: Block party (Play day)/Birthday

Describe Event Activities: bikes, balls, scooters, chalk

<u>Event Date(s)</u>	<u>Time of Event</u>	<u>Times (Including Setup/Tear Down)</u>
<u>8/24/24</u> / (Rain Date) _____	<u>3pm 7pm</u>	_____

Anticipated Attendance: \_\_\_\_\_ Are you charging a fee to participate? NO If so, how much? \_\_\_\_\_

Site Requested: (Please see Special Event Policies and Procedures for a list of available sites)

If using Borough Street(s) (i.e.- 3<sup>rd</sup> St from Locust to Chestnut): Walnut from Ave H to Sixth St and 6th St (walnut to Ave H)  
\_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ and \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

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

- 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](http://www.columbiapa.net))).
  - Clean-up and removal of all trash produced at an event is the responsibility of the event host. Failure to remove all trash could result in additional fees as well as a fine of up to \$500.00.
  - A Certificate of Insurance must be submitted with the application and must be submitted to the Columbia Borough Police Department at least 60 days prior to the event date. Minimum coverage of \$500,000.00 for bodily injury and \$500,000.00 for property damage (must show Columbia Borough as additional insured).
  - Two Certificates of Insurance are required for events involving a state-owned road (one showing Columbia Borough as an additional insured and a second showing PennDot as an additional insured). The Facilities Use Application and Insurance Certificate must be submitted at least 60 days prior to the event date.

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

RESPONSIBLE ORGANIZATION OFFICIAL: Sherese Kirkland [Signature]  
(Name - PLEASE PRINT) (Signature)

**APPROVAL SIGNATURES**

Borough Manager \_\_\_\_\_ Mark Stivers, Borough Manager Date \_\_\_\_\_

Police Chief \_\_\_\_\_ Chief Jack Brommer Date \_\_\_\_\_

# Columbia Borough Civil Service Commission

## MEETING MINUTES

January 9, 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

#### Committee Members Absent

Fran FitzGerald, Alternate  
Tom Ziegler, Alternate

### Others Present

Police Chief Jack Brommer  
Heather Zink, Borough Council Representative  
Pam Arnold, PD Administrative Assistant

Heather Zink discussed the Sunshine Law. She reminded Committee Members that meeting agendas, according to the Sunshine Law, must be posted online and in the Borough Office Lobby at least 24 hours prior to the meeting. She said that Borough Council prefers that agendas are posted 48 hours prior to the meeting. She also said that the agendas and minutes must be on Civil Service Commission letterhead.

Jim Ciccocioppi read the following statement:

**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.**

Commission Members discussed adding the following statement to all Civil Service Agendas:

**The Civil Service Commission is in compliance with 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 December 12, 2023, Civil Service Meeting Minutes.

**Motion:** John Meshey      **Second:** James Anspach      **Voice Vote:** All Favored

### **OLD BUSINESS**

Chief Brommer said that the Dual Band Radios have arrived. He said they need to be programmed but will be distributed to the officers within the next week or two.

Chief Brommer told Commission members that the Department's newest pt-officer, Daniel Imler will begin field training on Saturday, January 12, 2024, and will be trained by Sergeant David Souders.

The Civil Service sent a letter to Borough Council requesting permission to begin the hiring process for at least one police officer, possibly two. (a copy of the letter is attached hereto)

Chief Brommer noted that Oral Interviews have been scheduled for Thursday, January 18, 2024, at 8:00am and 8:45am. There are two candidates.

### **NEW BUSINESS**

There was discussion regarding the Civil Service Commission advertising and setting a testing date for the Spring for potential officer candidates.

There was discussion regarding charging a fee of \$25 for interested candidates. The \$25 fee for taking the police test will be refunded to those who complete the written test. Members discussed the need for this fee due to candidates signing up for, but not attending the testing. The Police Department pays a non-refundable fee of \$25.00 per test.

**Motion:** To approve of charging a refundable \$25.00 fee per test candidate for the written examination. The fee will be refunded upon arrival at the test site.

**Motion:** John Meshey      **2<sup>nd</sup>:** Jim Anspach      **Voice Vote:** All Favored

There was a discussion regarding reviewing and revising the Civil Service Regulations. Commission Members agreed to spend time at each meeting reviewing the regulations.

### **COMMITTEE MEMBER COMMENTS**

Jim Anspach asked for a status on the Department's newest hire, Rebecca Blatt. Chief Brommer stated that Blatt began working with the Department approximately four weeks ago. She will begin academy training next Monday, January 15, 2024.

Jim Ciccocioppi thanked Borough Council Representative Heather Zink for attending the meeting and for the information she shared with the Commission.

James Ciccocioppi noted that the next Civil Service meeting will be a re-organizational meeting and will take place on Monday, February 5, 2024, at 1:00pm.

**Motion:** To close the meeting at 1:40pm.

**Motion:** John Meshey      2<sup>nd</sup>: Jim Anspach      **Voice Vote:** All Favored

Approved by: James Ciccocioppi on 2-5-24  
James Ciccocioppi      Date  
Chair

# Columbia Borough Civil Service Commission

## MEETING MINUTES

June 11, 2024

James Ciccocioppi called the meeting to order at 1:05pm.

### 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 May 14, 2024, Civil Service Meeting Minutes.

**Motion:** Jim Anspach

**Second:** Tom Ziegler

**Voice Vote:** All Favored

### OLD BUSINESS

**Police Testing**

Chief Brommer said that purchase orders were created for reimbursement of the \$25 application fees and checks should be issued today for Council Members to sign at their meeting this evening. The checks should be mailed tomorrow.

Chief Brommer noted that the completed tests were mailed out on Tuesday, May 21, 2024, via FedEx and the scores were electronically received on Thursday, May 23, 2024.

Chief Brommer stated that 7 out of 18 candidates passed the test.

All candidates have been notified of their score.

Chief Brommer will set up physical agility testing in July and oral interviews for August.

#### **New Officer Status**

The Department's newest officer, Zach Throne, has completed the background, psychological and physical agility tests. He still needs to complete the medical exam.

#### **Discussion**

There was a brief discussion about the benefits of doing preliminary physical agility testing in house prior to the Police Academy testing.

#### **NEW BUSINESS**

##### **Review of Civil Service Regulations**

Chief Brommer stated he would like to have review of and revisions to the Civil Service Commission Regulations ready for the solicitor by September and approved by the end of the year.

##### **Thunder on the River Car Show**

There was discussion regarding the Thunder on the River Car Show scheduled for this Saturday, June 15, 2024. Jim Ciccocioppi requested that contact information be sent to himself and Jay Barninger as soon as possible. Chief Brommer just completed the contact list and will forward it to both Jim and Jay. Chief Brommer noted that eight officers will be working during the car show; 5 of which will be dedicated to the show. He also said there will be one officer on bicycle and four on foot.


#### **COMMITTEE MEMBER COMMENTS**

There were no comments.

The next meeting of the Civil Service Commission is scheduled for Tuesday, July 9, 2024, at 1:00pm in Council Chambers.

**Motion:** To close the meeting at 1:38pm.

**Motion:** Jim Anspach      **2<sup>nd</sup>:** John Meshey      **Voice Vote:** All Favored

Approved by:  on 7/9/24  
James Ciccocioppi      /Date  
Chair



**Columbia Borough Shade Tree Commission**  
**Meeting Minutes**  
**January 22, 2024 @ 6:00 PM**

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

**Public:** Amy Evans, Heather Zink

**Call to Order:** Julie Lehmer called the meeting to order at 6:05 PM.

**Election of Chairperson, Treasurer, and Secretary:** Caroline McGrath motioned to nominate Julie Lehmer for Chairperson, Amanda Hawn seconded, and the motion carried. Nora Motter Stark nominated Amanda Hawn for Treasurer, Julie Lehmer seconded, and the motion carried. Julie Lehmer nominated Caroline McGrath for Secretary, Nora Motter Stark seconded, and the motion carried.

**Public Comment:** None

**Secretary's Report:** Amanda Hawn motioned to approve the Secretary's Report for November as submitted, Caroline McGrath seconded, and the motion carried.

**Treasurer's Report:** Amanda Hawn reported the Month End balance for November as \$49,028.56, and the Actual balance as \$43,532.51. Julie Lehmer motioned to approve the Treasurer's Report for November, Nora Motter Stark seconded, and the motion carried. Amanda Hawn reported the Month End balance for December as \$43,580.81 and the Actual balance as \$43,840.81. Nora Motter Stark motioned to approve the Treasurer's Report for December, Caroline McGrath seconded, and the motion carried. Amanda Hawn motioned to reimburse William Kloidt for expenses relating to Arbor Day (\$46.20), Julie Lehmer seconded, and the motion carried.

**Tree Applications:**

A) 1307 Manor Street – Beth Smaling - request to prune 2 maples, work will be completed by IntegriTree. Julie Lehmer motioned to approve the permit, Caroline McGrath seconded, and the motion carried.

**Maintenance/Planting Updates:** None

## **Other Business**

- A) Tree Society Membership Drive – Membership drive is underway.
- B) Arbor Day 2024 – First meeting was held on January 15<sup>th</sup>, second meeting is scheduled for February 19<sup>th</sup>.
- C) Consider a motion to accept the Bartlett Tree proposal – motion tabled until further information is obtained.
- D) DCNR Tree Removal Contract – Julie Lehmer will reach out to Orsi Lazar to proceed.
- E) Sign off on 132 Locust Street Property – STC will agree to sign off provided owner agrees in writing to add planters/plants, as discussed last summer.
- F) Heather Zink – Borough Council President – addressed the Shade Tree Commission to discuss committee responsibilities as they pertain to the Sunshine Act. Heather will be the Council liaison Shade Tree Commission moving forward.

## **Motion to Adjourn**

Julie Lehmer made a motion to adjourn the meeting, Amanda Hawn seconded, and the meeting was adjourned at 7:26 PM.

**Next Meeting February 26th, 2024 @ 6:00 PM**

**COLUMBIA BOROUGH - SHADE TREE COMMISSION**  
**Paul W. Myers Council Chambers**  
**March 25, 2024 - 6:00PM**

**MINUTES**

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

**Public:** Brad Meyers, Michelle Hank, Dan Johnson

**Call to Order:** Julie Lehmer called the meeting to order at 6:09 PM.

**Secretary's Report:** Nora Motter Stark motioned to approve the Secretary's Report for February as submitted, Amanda Hawn seconded, and the motion carried.

**Treasurer's Report:** Amanda Hawn reported the Month End balance for February as \$45,577.96, and the Actual balance as \$45,752.96. Julie Lehmer motioned to approve the Treasurer's Report for February, Caroline McGrath seconded, and the motion carried.

**Public Comment:**

Michelle Hank and Brad Meyers discussed concerns regarding a sweetgum tree located at 1047 Locust Street.

**Tree Applications:**

- A) 608 Chestnut St. - Terri Weaver** – The request to remove a pear tree was denied the Commission. The tree appears healthy and does not pose a safety risk.
- B) 249 South 5th St. - Solmaria Hernandez** – The request to remove a cherry tree was approved by the Commission due to multiple safety concerns for the property, including utility and basement flooding issues.
- C) 1047 Locust St. – Lawrence and Jane VanValkenburgh** – Requesting to remove a large, sweetgum tree. Michelle Hank and Brad Meyers spoke on behalf of Mr. and Mrs. VanValkenburgh, and stated that the fruits are a nuisance, there are curb and sidewalk

issues, and that a limb recently fell. Michelle Hank also stated that her parents are unable to take care of the tree. Amanda Hawn motioned to table the permit until the Commission could obtain a second opinion from a certified Arborist regarding the health of the tree, Julie Lehmer seconded, and the motion carried.

### **Maintenance/Planting Updates:**

- A) Bartlett Tree Experts Proposal** - The Commission discussed modifying, and possibly eliminating annual pest treatments. Julie Lehmer will reach out to Bartlett representative Shawn Shufflebottom to discuss and arrange a visit to each of the trees listed on the proposal to reassess.

### **Other Business**

- A) Tree Society Membership Drive** – The membership drive is still underway.
- B) Arbor Day 2024** – The team is coordinating efforts to finalize ceremony preparations.
- C) Habitat for Humanity** – Julie Lehmer motioned to approve a request for a Habitat for Humanity build on South Fifth Street to plant either native serviceberry or thornless hawthorn trees in place of the previously approved Okame cherry. Amanda Hawn seconded, and the motion carried.

### **Motion to Adjourn**

Julie Lehmer made a motion to adjourn the meeting, Nora Motter Stark seconded, and the meeting adjourned at 7:27 PM.

**Next Meeting April 22, 2024 - 6:00PM**

**Columbia Borough Shade Tree Commission**  
**Meeting Minutes**  
**May 20th, 2024 @ 6:00 PM**

**Attendees:** Amanda Hawn, Julie Lehmer, Caroline McGrath, Emily Broich

**Public:** None

**Call to Order:** Julie Lehmer called the meeting to order at 6:28 PM.

**Secretary's Report:** Amanda Hawn motioned to approve the Secretary's Report for April as submitted. Emily Broich seconded, and the motion carried.

**Treasurer's Report:** Amanda Hawn reported the Month End balance for April as \$45,926.37, and the Actual balance as \$45,976.37. Julie Lehmer motioned to approve the Treasurer's Report for April, Caroline McGrath seconded, and the motion carried.

**Public Comment:** None

**Tree Applications:**

- A) 1047 Locust Street – Lawrence and Jane VanValkenburgh** – Application was tabled from March. Julie Lehmer motioned to deny removal, Emily Broich seconded, and the motion passed unanimously due to tree condition and size/age. The Commission is presently unaware of any health issues that would impact safety and recommends that the homeowners consult with a certified arborist for further maintenance guidance, including structural pruning/thinning.
- B) 537 Union Street – Ronald W. Fritz, Jr.** - Mr. Fritz is requesting the removal of two trees due to sidewalk damage/codes violations. The sidewalk width is limited due to the tree wells; Mr. Fritz reports that ADA width (36 inches minimum) is not met. Julie Lehmer motioned to table the application at the request of other Commission members to allow more time for a site visit. Amanda Hawn seconded, and the motion passed unanimously.
- C) 838 Spruce Street – Christine and Stephen Burke** – Mr. and Mrs. Burke are requesting to plant a small tree in front of their home, which does not have sidewalks. Julie Lehmer will reach out to the homeowners to verify where the planting will be located to determine whether the tree qualifies as a street tree. Julie Lehmer motioned to approve the application/planting contingent on placement; Caroline McGrath seconded, and the motion carried.

**Maintenance/Planting Updates:**

- A) Locust Street Work Detail** – Julie Lehmer will coordinate the Shade Tree/Park Ranger cleanup for the Thunder on the River Car Show on June 15th. Trees will be trimmed, weeds pulled, and tree wells mulched on Locust Street from Fifth to Front Streets.
- B) Borough Tree Farm** – Trees and shrubs will be ready to dig and replant this fall; the Shade Tree Commission will need to determine placement.

## **Other Business**

- A) Arbor Day** – Julie Lehmer will organize a meeting for Arbor Day in late August to select a site and Master of Ceremonies.
- B) Shade Tree Ordinance Update** - Borough Manager Mark Stivers has submitted a draft ordinance update to Borough Council to expand the number of Shade Tree seats from five, to five to seven.

## **Motion to Adjourn**

Amanda Hawn made a motion to adjourn the meeting, Julie Lehmer seconded, and the meeting adjourned at 7:47 PM.

**Next Meeting June 24th, 2024 @ 6:00 PM**

**COLUMBIA BOROUGH - PARKS & RECREATION ADVISORY BOARD**

**Paul W. Myers Council Chambers**

**April 11, 2024 - 6:00PM**

**MINUTES**

1. Chairperson Andrews called the meeting to order at 6:00 pm

**Board Members present:** Andrews, Fisher, Germer and Salvatore

**Board Members absent:** Canfield, Kauffman

2. A moment of silence was observed.

3. Secretary Fisher led the pledge to the flag.

4. Approval of minutes

a. Motion to approve the minutes from the February 8, 2024 meeting.

<b>Motion by:</b>	<b>Second by:</b>	<b>Voice Vote:</b>	
B. Fisher	A. Germer	<b>Not Done</b>	

5. Public Comments - None

6. New Business

Board member Salvatore presented the Columbia Crossing Annual Report. The report was presented to Borough Council in January 2024. Her main purpose for being on the Parks and Recreation Advisory Board is for reporting purposes, to answer any questions, and offer support as needed.

Chairperson Andrews is interested in having 2 board members and a community member, someone with a connection to that park and a desire to restore it, assigned to each one of the 5 parks in Columbia. Understanding this will take foot power and effort, she is looking to encourage neighbors to get involved. This discussion is not being tabled at this time, nor has it been voted on, but it will be added to the old business section of the agenda for next month for further discussion.

7. Old Business

a) Movies in the Park

River Park wishes to politely decline the opportunity to host a movie night. It simply is not a financial benefit.

Popcorn machines, snow cone machines, cotton candy machines, Edible Classroom, and animal people were discussed as additional treats/activities on movie nights.

Board member Germer is to reach out to the public works department to see if they are available on movie nights to operate the equipment.

b) Town Square (480 Locust Street) Discussion led by Nora Motter Stark.

At the Borough Council Workshop meeting on March 5, 2024, Nora received mostly positive comments on the Town Square. She commented that things

went well at the meeting. Nora is researching larger fountains and getting pricing for a possible upgrade next season. This season, Nora is getting a new pump for the fountain and she and her husband will be certain to have it operational by the end of May.

Masonry work – Living Stones – unknown if complete.

Maintenance required from Borough (snow removal and electrical maintenance)

The Park Rangers have assigned 2 co-captains, Emily Broich and Josh Birk, to help maintain the Town Square. At the first clean up, 10 volunteers were out for 2 hours and gathered 40 bags of weeds from the park. The next cleanup is set for April 17, 2024. Create Columbia is willing to reactivate their “Columbia Town Gardeners” committee to begin fundraising, planning, and care of the landscaping needs for the park.

- a) Motion to keep the existing fountain at the Town Square, on the condition that Create Columbia, and the people who work with them, are going to take responsibility for the park, the fountain, the maintenance, the refreshing of the bulbs, all the materials, the pump being fixed, and they are going to take responsibility for that for the coming year. And then, next Spring we will be getting another report from you (Nora Stark) as to what all the volunteer hours were and how much money was spent and then we will revisit again, the fountain.

<b>Motion by:</b>	<b>Second by:</b>	<b>Voice Vote:</b>
B. Fisher	E. Andrews	<b>Not Done</b>

- a) Exercise Trail - Chairperson Andrews would like to wait until more people are available to discuss the exercise trail.

Announcement of next meeting – May 9, 2024, at 6 pm.

- 8. Motion to adjourn the meeting at 7:36 pm.

<b>Motion by:</b>	<b>Second by:</b>	<b>Voice Vote:</b>
E. Andrews	B. Fisher	All Favored – Motion Carried

**MOTIONED AND APPROVED** this 13<sup>th</sup> day of June 2024, by the Parks and Recreation Advisory Board of the Borough of Columbia, Lancaster County, Pennsylvania, in lawful session duly assembled.

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



**Michelle Kauffman, Secretary**



**COLUMBIA BOROUGH - PARKS & RECREATION ADVISORY BOARD**

**Paul W. Myers Council Chambers**

**May 9, 2024 - 6:00 PM**

**MINUTES**

- 1. Chairperson Andrews called the meeting to order at 6:01 pm  
**Board Members present:** Canfield, Andrews, Kauffman, Germer  
**Board Members absent:** Salvatore

- 2. A moment of silence was observed.
- 3. Board member Canfield led the pledge to the flag.
- 4. Approval of minutes – table April minutes until next meeting

Motion to update the minutes from the April 11, 2024, meeting. Add Nora’s March update to the April minutes. Also need to add the entire motion from Secretary Fisher.

<b>Motion by:</b>	<b>Second by:</b>	<b>Voice Vote:</b>
M. Kauffman	A. Germer	All in favor

- 5. Public Comments - None

- 6. New Business

Motion to approve the resignation of Board Secretary Barbara Fisher

<b>Motion by:</b>	<b>Second by:</b>	<b>Voice Vote:</b>
M. Kauffman	A. Germer	All in favor – Motion carried

Motion and approve a vote on Michelle Kauffman for Board Secretary.

<b>Motion by:</b>	<b>Second by:</b>	<b>Voice Vote:</b>
A. Germer	T. Canfield	All in favor – Motion carried

- a. Borough Park Leaders – 2 Board members and 1 community member, ideally someone in the neighborhood of that park
  - Town Square – Todd, Nora
  - Makle – Todd – \$450,000 grant, need to match 490,000, yet a 503C is needed to do any fundraising
  - River – Megan – Phase 3 coming up
  - Rotary - Angela
- a. 4<sup>th</sup> Friday/Community Events Representation rotation interests
- b. Visitors with an interest in Parks and Rec Board – ask questions or express interest – volunteer applications are available online

- 7. Old Business

- a) Movies in the Park

River Park wishes to politely decline the opportunity to host a movie night. It simply is not a financial benefit.

Popcorn machines, snow cone machines, cotton candy machines, Edible Classroom, and animal people were discussed as additional treats/activities on movie nights.

Board member Germer is to reach out to the public works department to see if they are available on movie nights to operate the equipment.

b) Town Square (480 Locust Street) Discussion led by Nora Motter Stark.

At the Borough Council Workshop meeting on March 5, 2024, Nora received mostly positive comments on the Town Square. She commented that things went well at the meeting. Nora is researching larger fountains and getting pricing for a possible upgrade next season. This season, Nora is getting a new pump for the fountain and she and her husband will be certain to have it operational by the end of May.

Masonry work – Living Stones – unknown if complete.

Maintenance required from Borough (snow removal and electrical maintenance)

The Park Rangers have assigned 2 co-captains, Emily Broich and Josh Birk, to help maintain the Town Square. At the first clean up, 10 volunteers were out for 2 hours and gathered 40 bags of weeds from the park. The next cleanup is set for April 17, 2024. Create Columbia is willing to reactivate their “Columbia Town Gardeners” committee to begin fundraising, planning, and care of the landscaping needs for the park.

Motion to keep the existing fountain at the Town Square, on the condition that Create Columbia, and the people who work with them, are going to take responsibility for the park, the fountain, the maintenance, the refreshing of the bulbs, all the materials, the pump being fixed, and they are going to take responsibility for that for the coming year. And then, next Spring we will be getting another report from Nora Stark as to what all the volunteer hours were and how much money was spent and then we will revisit again, the fountain.

Motion by:	Second by:	Voice Vote:
B. Fisher	E. Andrews	Not Done

c) Motion to table the discussion of the Exercise Trail this until a later date.

Motion by:	Second by:	Voice Vote:
A. Germer	T. Canfield	All favored – Motion carried

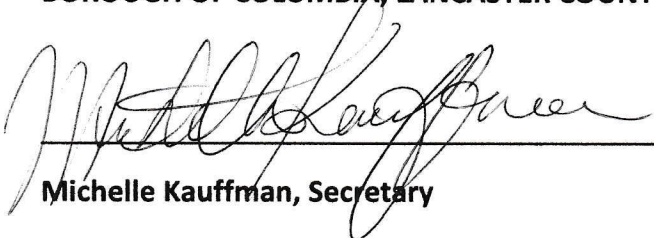
Announcement of next meeting – June 13, 2024, at 6 pm.

8. Motion to adjourn the meeting at 7:45 pm.

Motion by:	Second by:	Voice Vote:
M. Kauffman	T. Canfield	All Favored – Motion Carried

**MOTIONED AND APPROVED** this 13<sup>th</sup> day of June 2024, by the Parks and Recreation Advisory Board of the Borough of Columbia, Lancaster County, Pennsylvania, in lawful session duly assembled.

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



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**Michelle Kauffman, Secretary**

# COLUMBIA BOROUGH - PARKS & RECREATION ADVISORY BOARD

Paul W. Myers Council Chambers

July 11, 2024 - 6:00 PM

## MINUTES

1. Chairperson Andrews called the meeting to order at 6:00 pm

**Board Members present:** Andrews, Kauffman & Salvatore. Canfield arrived at 6:06 pm.

**Borough Council:** Kauffman

**Board Members absent:** Germer

2. A moment of silence was observed
3. Board Member Kauffman led the pledge to the flag
4. Approval of minutes

- a. Motion to approve the minutes from the May 9, 2024 meeting.

Motion by:	Second by:	Voice Vote:
Kauffman	Andrews	All Favored – Motion Carried

- b. Motion to approve the minutes from the April 11, 2024 meeting.

Motion by:	Second by:	Voice Vote:
Kauffman	Salvatore	All Favored – Motion Carried

5. Public Comments (None)

6. New Business

Motion to approve Monsters University. for the movies in the park event on August 16, 2024 at Makle Park.

Motion by:	Second by:	Voice Vote:
Kauffman	Salvatore	All Favored – Motion Carried

- a) Discuss “End of Summer” movie event
- b) Discuss possible chalk events this year  
Board members discussed several options for the event including dates, themes, judges and coordination with the Merchants Association of Columbia.

Motion to authorize Board Member Kauffman to contact the Merchants Association of Columbia to coordinate a “chalk the walk” event.

Motion by:	Second by:	Voice Vote:
Salvatore	Canfield	All Favored – Motion Carried

- c) Discuss next year’s holidays and make efforts to plan ahead

There was a discussion on 4<sup>th</sup> of July fireworks being set off on the Columbia side of the river next year. Several ideas for the event were discussed including food trucks, entertainment, utilizing Rotary Park, as well as ways to manage parking in the Riverpark area.

Motion to allow Board members Kauffman and Salvatore to communicate about 4<sup>th</sup> of July 2025 events involving Rotary Park and River Park and create a budget for the event to bring back to the Board.

<b>Motion by:</b>	<b>Second by:</b>	<b>Voice Vote:</b>
Canfield	Kauffman	All Favored – Motion Carried

A turkey trot event on the Northwest River Trail in coordination with Thanksgiving was discussed. Participation in Earth Day and Arbor Day was discussed. A discussion was led by Councilperson Kauffman on the 300-year anniversary of the Wrights Ferry community and ways the Board could participate. The 200-year anniversary of America in 2025 was also discussed and grant funds available were noted.

- d) Discuss what we believe Parks and Recreation is expected to provide for the Borough

Chairperson Andrews discussed her attendance at a Borough Council meeting and the information she obtained. The Board discussed in detail what they see as their responsibility. Board Member Kauffman read from the 2018 binder the reason the Board was created and the duties that were listed. Board Member Canfield discussed his dream for a rec center, a special needs park and a sensory park for Columbia.

- e) Review original binders of information provided last year

- f) Discuss if Parks and Recreation wants a Council workshop to further outline expectations

The Board does not feel the need for a workshop with Council

- g) Discuss social media FB group for Parks and Recreation

How to create and manage a Facebook page was discussed. Whether or not the Borough has a social media policy was discussed.

Motion to request permission from Borough Council to create a Facebook page for the Columbia Borough Parks & Recreation Advisory Board.

<b>Motion by:</b>	<b>Second by:</b>	<b>Voice Vote:</b>
Kauffman	Andrews	All Favored – Motion Carried

## 7. Old Business

Motion to cancel the following dates for three Movies in the Park previously scheduled for June 14, 2024 “Game Plan” @ Locust St Park, the July 26, 2024 movie “Meet the Robinsons” @ 4<sup>th</sup> & Locust Street lot and the August 23, 2024 movie “Wonder” @ Makle Park.

Motion by:	Second by:	Voice Vote:
Canfield	Andrews	All Favored – Motion Carried

- a) Discuss Park team leads and what that looks like / Choose remaining Parks if interested

Follow up on Town Square landscaping plans

Nora Stark addressed the Board and provided an update on the Town Square. The Board requested Ms. Stark to provide a guideline on the time and cost being expended by the Town Gardeners to maintain the Park.

Discuss consistency in Parks and Recreation at already happening events

The Board has a table reserved for National Night Out. Participation in Fourth Friday on July 26<sup>th</sup> was discussed. August 16<sup>th</sup> is movie night at Makle Park.

Follow up advertising Parks and Recreation itself instead of only the event titles (i.e.: shirts, yard signs, QR code flyers)

Exercise Trail planning to connect parks

3 Multi path options to include schools or other landmarks of interest

- b) Follow up for each park

Makle Park

The master plan document for the Makle Park improvements was reviewed. Ideas to improve the plan were discussed.

River Park

Board member Salvatore reported on upcoming events at the River Park

Rotary Park

Chairperson Andrews reported on a recent adopt a block event held at Rotary Park. The park was discussed as a good location for a public restroom.

Town Square

(Upcoming) McGuinness

- c) Final comments from all board members

Announcement of next meeting – August 8, 2024 at 6 pm.

8. Motion to adjourn the meeting at 8:17 pm.

<b>Motion by:</b>	<b>Second by:</b>	<b>Voice Vote:</b>
Canfield	Kauffman	All Favored – Motion Carried

**MOTIONED AND APPROVED** this 8<sup>th</sup> of August 2024, by the Parks and Recreation Advisory Board of the Borough of Columbia, Lancaster County, Pennsylvania, in lawful session duly assembled.

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

A handwritten signature in blue ink that reads "Michelle Kauffman, Secretary". The signature is written in a cursive style and is positioned above a horizontal line.

**Michelle Kauffman, Secretary**

**LANCASTER AREA SEWER AUTHORITY**

**MINUTES OF REGULAR MEETING**

**February 22, 2024**

The Regular Board Meeting of the Lancaster Area Sewer Authority was held on February 22, 2024, at 130 Centerville Road, Lancaster, Pennsylvania.

The following Board members were present in person: Barry Smith, Nick Sahd, Derrick Millhouse, Ed Fisher, David Keener, Stacey Morgan-Brubaker, and Bill Laudien. Others present in person were Rob Linthicum of RK&K, Mark Bottin and Matt Crow of Hazen and Sawyer and Mike Schober of ARRO Consulting. LASA staff present in person included Kristin Green, Scot Fertich, Mike Kyle, Donna Nichols, Mike Lehman, John Vilga, Don DeClementi, and Brian Wilcox.

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

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

Mr. Smith asked for approval of the minutes of the regular meeting of January 25, 2024. Mr. Sahd moved to approve the minutes of the meeting of January 25, 2024, and the disposition of the recordings of the meeting of January 25, 2024, in accordance with the Resolution passed April 27, 2023. Mr. Fisher seconded the motion, and the Board unanimously approved.

Mr. Lehman gave a detailed explanation of the operating and capital improvement budget. Mr. Laudien questioned the increased cost for the Blue Rock Water Resource Recovery Facility upgrade in the proposed budget, compared to earlier estimates. After some discussion, Mr. Smith requested that Hazen and Sawyer provide an overview of the cost estimate increases and present their findings at the March board meeting. Mr. Kyle recommended approval of the proposed budget, explaining that although the budget includes the higher cost estimate of the plant upgrade as well as a contingency, the greater project cost did not affect the 2.75% rate increase which was projected last year. Mr. Millhouse made a motion to approve the 2024-25

operating and capital improvement budget as recommended by the Finance Committee, including a 2.75% rate increase effective January 1, 2025. Mr. Fisher seconded the motion, and the Board unanimously approved.

Mr. Kyle recommended adoption of Resolution #24-02-001, amending tapping fee and capacity reservation fee. Mr. Fisher made a motion to adopt Resolution #24-02-001, amending tapping fee and capacity reservation fee. Mrs. Morgan-Brubaker seconded the motion, and the Board unanimously approved.

Mr. Kyle recommended adoption of Resolution 24-02-002, authorizing the acquisition of property located at 817 Bridge Valley Road, West Hempfield Township, for the purpose of siting the Authority's reconstructed Farmdale pump station. Mrs. Morgan-Brubaker made a motion to adopt Resolution 24-02-002, authorizing the acquisition of property located at 817 Bridge Valley Road, West Hempfield Township, and accepting a deed in lieu of condemnation. Mr. Sahd seconded the motion, and the Board unanimously approved.

Mr. Kyle recommended the award of a contract for a Human Resource Information System. Mr. Laudien moved to award the contract for a Human Resource Information System to Paychex Inc. Mrs. Morgan-Brubaker seconded the motion, and the Board unanimously approved.

Mr. Kyle recommended adoption of Resolution #24-02-003, recognizing April as Pennsylvania Safe Digging Month. Mr. Millhouse made a motion to adopt Resolution 24-02-003, recognizing April as Pennsylvania Safe Digging Month. Mr. Sahd seconded the motion, and the Board unanimously approved.

Mr. Kyle recommended adoption of Resolution #24-02-004, amending the signatories at Fulton Bank. Mr. Laudien made a motion to adopt Resolution 24-02-004, amending the signatories at Fulton Bank to include Derrick Millhouse as Treasurer, William Laudien as



Assistant Treasurer, Michael Kyle as Executive Director, and R. Michael Lehman as Financial Director. Mrs. Morgan-Brubaker seconded the motion, and the Board unanimously approved.

Mr. Smith moved to the Finance Committee report. Mr. Millhouse's report was presented in the form of a motion. The following invoices have been reviewed and submitted for approval: Operating Expenses to be paid from the Administrative Account for February 2024 in the amount of \$888,287.45. The following trustee requisitions have been reviewed and submitted for approval; Revenue Fund Requisition #797 in the amount of \$860,000.00; Bond Redemption & Improvement Fund Requisitions/Invoices #2146-1A through 2146-4E in the amount of \$154,286.53; Capital Asset and Replacement Fund requisitions #250-1A through 250-3E in the amount of \$73,610.58; Escrow Account – Penn Vest Loan Funds Requisition/Invoice #3-1A through 3-1A in the amount of \$14,711.25 for a grand total trustee payments of \$1,102,608.36. Mrs. Morgan-Brubaker seconded the motion, and the Board unanimously approved.

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

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

Mr. Smith asked if there was anything to report from the Pension Committee. Mr. Lehman reported that as of February 20, 2024, the total market value of the LASA pension fund was \$12.6 Million with an estimated actuarial accrued liability of \$14.6 Million, while funding stands at 86.4% of the estimated actuarial accrued liability.

Mr. Smith moved to the Executive Director's Report. Mr. Kyle reported on the need for a storage tank containment area repair and gave an update on the maintenance building feasibility study. He also provided an update on the possible sale of property for a local fire station; the appraisal has been completed and the solicitor for Blue Rock Regional Fire District is working on a draft sales agreement.

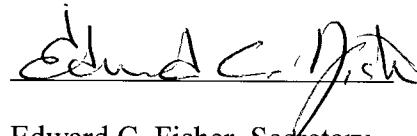
Mr. Smith called for Other Business and requested that the board take some time to think about transitioning to using laptops for Board meetings. This will be discussed at the next Board meeting.

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

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

Mr. Smith announced that the next regular Board meeting is March 28, 2024, at 7:30 a.m. at 130 Centerville Road, Lancaster, PA 17603 or via Zoom.

Mr. Smith called for a motion to adjourn. Mr. Keener moved to adjourn, Mr. Sahd seconded the motion, the Board unanimously approved, and the meeting was adjourned at 8:24 a.m.

A handwritten signature in black ink that reads "Edward C. Fisher". The signature is written in a cursive style with a horizontal line underneath the name.

Edward C. Fisher, Secretary

**LANCASTER AREA SEWER AUTHORITY**  
**MINUTES OF REGULAR MEETING**

**June 27, 2024**

The Regular Board Meeting of the Lancaster Area Sewer Authority was held on June 27, 2024, at 130 Centerville Road, Lancaster, Pennsylvania.

The following Board members were present in person: Barry Smith, Nick Sahd, Ed Fisher, and David Keener. Others present in person were Rob Linthicum of RK&K, Mark Bottin and Ed Barboe of Hazen and Sawyer. Mike Schober of ARRO Consulting was present via Zoom. LASA staff present in person included Kristin Green, Mike Kyle, Scot Fertich, John Vilga, Don DeClementi, Brian Wilcox, Donna Nichols, and Mike Lehman.

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

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

Mr. Smith asked for approval of the minutes of the regular meeting of May 23, 2024. Mr. Keener made a motion to approve the minutes of the meeting of May 23, 2024, and the disposition of the recordings of the meeting of May 23, 2024, in accordance with the Resolution passed April 27, 2023. Mr. Sahd seconded the motion, and the Board unanimously approved.

Mr. Kyle recommended award of the contract for collection system rehabilitation 2024. Mr. Sahd made a motion to award the contract for collection system rehabilitation 2024, to MR. REHAB LLC, at a total cost of \$423,065.00. Mr. Keener seconded the motion, and the Board unanimously approved.

Mr. Kyle recommended approval of a Developer's Agreement for the Preserve at Silver Spring. Mr. Fisher moved to approve the Developer's Agreement for the Preserve at Silver Spring, CBD Group LLC, in West Hempfield Township. Mr. Sahd seconded the motion, and the Board unanimously approved.

Mr. Kyle recommended award of the contract to sell a surplus 2009 Ford Escape. Mr. Sahd made a motion to award the contract to sell the surplus 2009 Ford Escape, to Joann Lamberton, at a cost of \$3,200.00. Mr. Fisher seconded the motion, and the Board unanimously approved.

Mr. Smith moved to the Finance Committee report. Mr. Smith's report was presented in the form of a motion. The following invoices have been reviewed and submitted for approval: Operating Expenses to be paid from the Administrative Account for June 2024 in the amount of \$1,092,365.69. The following trustee requisitions have been reviewed and submitted for approval; Revenue Fund Requisition #801 in the amount of \$960,000.00; Bond Redemption & Improvement Fund Requisitions/Invoices #2150-1A through 2150-3H in the amount of \$126,049.81; Capital Asset and Replacement Fund requisitions #254-1A through 254-6N in the amount of \$280,037.45; Escrow Account – Penn Vest Loan Funds Requisition/Invoice #7-1A through 7-3E in the amount of \$21,329.00 for a grand total trustee payments of \$1,387,416.26. Mr. Fisher seconded the motion, and the Board unanimously approved.

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

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

Mr. Smith asked if there was anything to report from the Pension Committee. Mr. Lehman reported that as of June 26, 2024, the total market value of the LASA pension fund was \$13.3 Million with an estimated actuarial accrued liability of \$14.6 Million, while funding stands at 89.8% of the estimated actuarial accrued liability.

Mr. Smith moved to the Personnel Committee. Mr. Sahd introduced Michael Wolgemuth and made a motion to the Board to formerly approve Michael Wolgemuth for the position of Executive Director. Mr. Fisher seconded the motion, and the Board unanimously approved.

Mr. Smith moved to the Executive Director's Report. Mr. Kyle reported on the LASA treatment plant and trucked waste upgrade design, gave the status of the Washington Boro fire station and the progress on the Human Resource Information System.

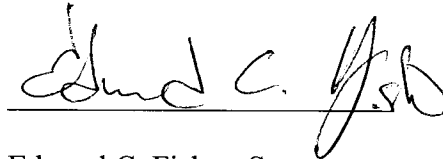
Mr. Smith called for Other Business and there was none.

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

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

Mr. Smith announced that the next regular Board meeting is July 25, 2024, at 7:30 a.m. at 130 Centerville Road, Lancaster, PA 17603 or via Zoom.

Mr. Smith called for a motion to adjourn. Mr. Sahd moved to adjourn, Mr. Keener seconded the motion, the Board unanimously approved, and the meeting was adjourned at 7:42 a.m.

A handwritten signature in black ink, appearing to read "Edward C. Fisher", written over a horizontal line.

Edward C. Fisher, Secretary

The Zoning Hearing Board of the Borough of Columbia met on Wednesday, June 26, 2024, in the Paul W. Myers Council Chambers. Donald Haines called this meeting to order at 7:00 p.m.

Roll call was taken with the following members being present: Jazz Preston, David Brumbaugh, Nathan Bunty, Donald Haines, Terry Doutrich, and Josele Cleary, Solicitor; Donna Czeiner, Zoning Officer; Ray Danyo, Court Stenographer.

The Pledge of Allegiance was led by Jazz Preston.

Donald Haines motioned to nominate J. Preston as Chairperson and David Brumbaugh seconded. All favored. Motion carried.

J. Preston motioned to appoint D. Haines as Vice-Chairperson and D. Brumbaugh seconded. All favored. Motion carried.

The officers for the Zoning Hearing Board are Chairman, Jazz Preston and Vice-Chairman, Donald Haines.

N. Bunty motioned to approve the Zoning Hearing Board minutes from the February 2023 meeting and T. Doutrich seconded. All favored. Motion carried.

Verification from Zoning Officer Donna Czeiner; properties were posted & meeting was advertised.

Solicitor Cleary explained the procedure for the hearing and status. There were no questions regarding the procedures. This hearing is on the application of DL Myers, Inc. concerning property identified as 336 Poplar Street owned by TMMT Holdings, LLC.

Solicitor Cleary identified the Borough of Columbia and the Columbia Borough Planning Commission as parties to the hearing. Solicitor Cleary explained that persons who sought to be parties of the hearing may be recognized.

Solicitor Cleary asked if anyone was present to represent the applicant, DL Myers, Inc. Mark Hendrickson, real estate agent for Howard Hanna Real Estate Services office in York, PA identified himself as the applicant's representative. Mr. Hendrickson was using a laptop computer to show the applicant appearing remotely.

Solicitor Cleary requested whether anyone wished to be recognized as a party, other than the Borough Planning Commission. Mr. Robert Emel, the landowner of all properties adjacent to 336 Poplar Street, requested to be recognized as a party as the. Appearing remotely via video conference, Dustin Myers, representing DL Myers, stated no objection to Mr. Emel as a party.

Solicitor Cleary stated to Mr. Hendrickson that he cannot act as the applicant's representative because Mr. Myers appeared remotely to represent DL Myers, Inc.

The court reporter swore in Mr. Dustin Myers.

Solicitor Cleary recommended to the Board to recognize by motion Mr. Emel, the adjacent property owner, as a party. Nate N. Bunty motioned to recognize Mr. Emel as a party and Don Haines seconded. All favored. Motion carried.

Mr. Emel came forward and stated his mailing address as 341 Chestnut Street, Suite 104, Columbia, PA 17512.

Solicitor Cleary affirmed the parties to the hearing as the following: The applicant, the Borough of Columbia, the Borough of Columbia Planning Commission, and Robert Emel.

Solicitor Cleary stated that the applicant should present testimony in support of the application. Mr. Myers testified that he wishes to purchase the property at 336 Poplar Street, Columbia, PA to expand his business. Mr. Myers owns Batteries Plus in Lancaster, a few locations in Northern Maryland and in Shrewsbury, PA. He plans to use the property as a distribution point for commercial off-the-shelf batteries to supply his stores, and local and regional customers. He is currently distributing his product from a space in Mountville, PA, but is quickly outgrowing it. The applicant would like to purchase the property due to its proximity to his stores and Route 30. Solicitor Cleary asked the applicant if he presented the entirety of his evidence. The applicant replied affirmatively, and stated that the property is a vacant warehouse, he needs the space, and wants to purchase the property for distribution of his product.

J. Preston opened the floor for questions regarding the application. The Board had no questions for the applicant.

Solicitor Cleary stated that accompanying the application was an agreement for sale which demonstrates that the corporation has standing to make the application. There was an addendum to the application indicating that there is a current lease being assigned to 10,760 square feet of the 13,160 square feet warehouse, and that the seller is transferring a security deposit to the buyer. The application form states that the property is currently vacant. The application is for a substitution of non-conforming uses, but there was no testimony about what the application material says is an existing use. It is the applicant's burden to come forward at the hearing – not the Zoning Board's burden to make the application.

Solicitor Cleary stated that the materials submitted with the application say there is a tenant and that the warehouse is vacant. It is the applicant's burden to prove there is a substitution of non-conforming uses - not an addition of a use to a property that has a non-conforming use. Solicitor Cleary further stated that normally the applicant would come forward with testimony to demonstrate compliance with section 220-61F of the zoning ordinance, which states that it is a one-for-one swap. The applicant is expected to present testimony concerning a list of criteria which the entirety of the presentation had not addressed.

Solicitor Cleary stated that if the applicant wants to request a continuance, consult with counsel, and return to present evidence to the board, the applicant can do that. Mr. Myers requested a continuance.

Solicitor Cleary asked the applicant if they wish to continue the hearing at the next meeting of the zoning hearing board on Wednesday, July 31, 2024, at 7:00 p.m. The applicant affirmed that they wish to continue the hearing on that date. Solicitor Cleary advised D. Czeiner that if a continuance is granted, the meeting need not be readvertised because it will have been continued on the record.

There was a motion by D. Haines to continue the hearing on July 31 at 7:00 p.m. and D. Brumbaugh seconded. All favored. Motion carried.

D. Brumbaugh motioned to adjourn the meeting and T. Doutrich seconded. All favored. Motion carried.

There being no further business, this meeting of the Columbia Borough Zoning Hearing Board was adjourned at 7:28 p.m.

Respectfully submitted,

A handwritten signature in black ink that reads "Donna Czeiner". The signature is written in a cursive, flowing style.

Donna Czeiner  
Interim Zoning Officer



