



LEO S. LUTZ  
Mayor

EVAN M. GABEL  
Solicitor

HEATHER ZINK  
Borough Council President

MARK E. STIVERS  
Borough Manager

## COLUMBIA BOROUGH COUNCIL – REGULAR MEETING

May 9, 2023 | 7:00 PM

### FINAL AGENDA

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

1. Call to Order and Roll Call
2. Invocation/Moment of Silence
3. Pledge to the Flag
4. Announcement of Executive and Information Session(s)
  - a. Executive Session April 25, 2023 to discuss personnel matter
5. Additions, deletions, and reorganization of agenda
  - a. Consider approval of Agenda
6. Citizen Comments (Non - Agenda Items Only – 5 Minute time limit per person)

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

7. Minutes for Approval
  - a. Consider approval of the Borough Council Meeting Minutes for April 25, 2023
8. Presentation and Acceptance of Reports
  - a. Community Development – Eric Kauffman
    - I) Acknowledge receipt of the Zoning and Planning Report for April 2023
    - II) Acknowledge receipt of the Columbia Market House Report for April 2023
  - b. Public Works & Property – Peter Stahl
    - I) Acknowledge receipt of the Public Works and Property Report for April 2023
  - c. Safety/Communications – Todd Burgard
    - I) Acknowledge receipt of the Public Safety Reports for April 2023: Columbia Borough Police Department and Penn State Health Life Lion
    - II) Acknowledge receipt of the Codes Compliance Report for April 2023
    - III) Acknowledge receipt of the EMOC Report for April 2023
9. Presentations
10. Mayor Lutz/Chief Brommer



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

11. Action Items:

- a. Consider authorizing staff to issue a check in the amount of \$2,653.66 to transfer the balance of the TNR funds to CCAT
- b. Consider offer from Cimarron Investments in the amount of \$56,000 for the purchase of 400 Locust Street from the Borough
- c. Consider offer from Habitat for Humanity in the amount of \$57,500 for the purchase of 400 Locust Street from the Borough
- d. Consider Change Order #2 for ECS Mid-Atlantic, LLC for groundwater and additional soil characterization for the McGinness Innovation Park located at 1020 Manor Street in the amount of \$22,751.00
- e. Consider Change Order #2 for Rue Environmental's for additional historic documentation on airport historic resources and to upload this information into SHPO's online data system, PA-share, for the McGinness Innovation Park located at 1020 Manor Street in the amount of \$1,959.00
- f. Authorization to pay bills

12. Introduction New Business:

- a. Consider The Certificate of Appropriateness for the properties 154 South Fifth Street and 156 South Fifth Street for demolition approval
- b. Consider demolition application 154 South Fifth Street and 156 South Fifth Street – demolition of 2 existing single-family residences
- c. Consider release of all remaining public security in the amount of \$16,890.50 for the Majik Appliance Store Project

13. Staff Reports, Comments, and Announcements

- a. Solicitor
- b. Borough Engineer
- c. Secretary/Treasurer
- d. Boards, Commissions and Committees
  - I) Upcoming Meetings: HARB (5.10.2023), Parks & Rec (5.11.2023)  
Planning Commission (5.18.2023) Shade Tree Commission (5.22.2023)
  - II) Approved Minutes: LASA (March Meeting and Annual Report)

14. Borough Council Comments

- a. Council Members

15. Announcement of Next Meeting. At 7:00 PM on **May 23, 2023**, Council will hold a regular meeting

16. Adjournment to executive session to discuss a personnel matter

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

**COLUMBIA BOROUGH COUNCIL – REGULAR MEETING**

April 25, 2023, | 7:00 PM  
Paul W. Myers Council Chambers

**MINUTES**

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

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

**Staff Present:** Borough Manager Stivers, Chief Brommer, Facility Service Coordinator Affeld, Code Compliance Manager Diffenderfer and Finance Manager Bennett. Solicitor Gabel was also present.

- 2. A moment of silence was observed.
- 3. Councilperson Burgard led the pledge to the flag.
- 4. Announcement of Executive and Information Session (s) None.
- 5. Additions, deletions, and reorganization of agenda.

President Zink added to the agenda a required public hearing to authorize action item 11b amending Chapter 220, Article VII Signs. Solicitor Gabel noted the required advertisement for this public hearing has been completed.

- a. Motion to approve the reorganized agenda.

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

- 6. Citizen Comments Non-Agenda Items Only (None)

Frank Doutrich

Discussed issues with streaming public meetings. Borough Manager Stivers responded with steps that are being taken to address the issue. Asked for an update on finances with the Market House. Noted specifically outstanding invoices for market house vendors. Finance Manager Bennett responded with information on changes that have been implemented with Market House billing. Asked for clarification on control accounts listed on the finance reports in the packet. Finance Manager Bennett noted that that is for all accounts.

Minutes for Approval

- a. Motion to approve the Borough Council Meeting Minutes for April 11, 2023.

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

- 7. Presentation & Acceptance of Reports

- a. Parks and Recreation-Barb Fisher
  - l) 2022 Annual report from The Edible Classroom

- b. Finance-Heather Zink
  - I) Acknowledge Finance Report for 2023
  - II) Acknowledge Detailed Aging Report
  - III) Acknowledge Lien Report Q1 2023

Councilperson Lintner questioned the fire inspections that remain unpaid and asked how a business is permitted to stay open without a certificate. Councilperson Kauffman also commented on the unpaid rental inspection invoices. Manager Diffenderfer responded there is currently no language in the ordinance addressing the issue that would prohibit a business from conducting business without a fire certificate. Manager Stivers also addressed the issue.

President Zink announced research on the ability to offer online payments continues. Products found to this point have not been a good fit for the Borough.

- c. Personnel-Joanne Price
  - I) Acknowledge resignation from Dayna Wickenheiser, Administrative Assistant

## 8. Presentations

- a. Update of Columbia Cat Action Team (CCAT)

Alan Landsman provided an update on the number of cats that have been spay/neutered and a financial update. Also detailed the new partnership between CCAT and the Columbia Animal Shelter. CCAT is now official part of the shelter as a non-profit organization which now allows them to fund raise and as such are no longer an ad hoc committee under the Borough. Mr. Landsman asked if the Borough would be willing to donate the balance of the 2023 budgeted CCAT funds to the Columbia Animal Shelter to be used by CCAT. If the funds are donated to the shelter all future bills will be paid through the shelter and not through the Borough Finance Department. Manager Stivers supported the request. Solicitor Gabel explained this would be a permitted donation. Councilperson Kauffman discussed funding and spending of CCAT funds. There was a discussion on allocation of funds to CCAT in the 2024 budget. Councilperson Lintner discussed the model that created CCAT, and commented that other municipalities are now following this modes. President Zink led a discussion on feeding colonies and the efforts to register those colonies.

### Frank Doutrich

Asked for clarification on turning over the CCAT fund balance to the shelter and the status of the supplies that have already been purchased with Borough funds. A. Landsman noted CCAT considered the equipment purchased a donation to the program and the traps are currently being stored at the Public Works building. Borough Manger Stivers and Council President Zink responded and suggested some of the traps come back to the Borough. Mayor Lutz discussed accountability for donated funds and suggested a budget be provided prior to additional funds being contributed by the Borough. A. Landsman responded providing the information would not be an issue. The request for the disbursement of the remaining funds will go on the agenda for May 9, 2023.

## 9. Mayor Lutz/Chief Brommer

- a. Proclamation 23-01 Arbor Day

Mayor Lutz will read the Proclamation at the Arbor Day Celebration on Friday, April 28, 2023, at 6 pm. The celebration will be held at Mt. Zion Cemetery. In case of inclement weather, the celebration will be held at Columbia Crossing.

Chief Brommer reported that the 2<sup>nd</sup> Annual Community Clean Up Day was a huge success. Over forty volunteers collected more than 1,600 lbs. of trash which includes cleanup efforts by the Columbia Park Rangers along the 441 corridor. WGAL covered the event and provided positive exposure for the Borough. Mayor Lutz commented on the trash problem on Borough Streets and Parks. Suggested residents take part in cleaning up on a regular basis. Discussed the effect the trash problem in parks could have on future funding. Councilperson Fisher suggested we add an adopt a park option to the adopt a block program. Mayor Lutz explained options for how to implement this option are being considered.

10. Action Items:

- a. Motion to authorize staff to pay bills.

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

7:35 pm adjourn regular meeting to go into the public hearing.

- b. Public hearing regarding Ordinance 945 of 2023

7:35 pm President Zink opened the public hearing for Ordinance 945 of 2023 to amend Chapter 320, Article VII Signs.

Solicitor Gabel provided details on proposed changes to the Ordinance. President Zink reviewed item provided in the packet.

Mary Wickenheiser – Columbia Borough Planning Commission

Reported the Columbia Borough Planning Commission unanimously supports the proposed changes to the ordinance and thanked Solicitor Gabel for his work on these updates.

Frank Doutrich

Asked for specific information on why the ordinance changes are being considered. President Zink explained issues have arise concerning zoning that required these updates. Manager Stivers explained a recent US Supreme Court decision that made the update advisable.

7:41 pm close the public hearing for Ordinance 945 of 2023 to amend Chapter 320, Article VII Signs.

7:41 reconvene regular meeting.

Motion to adopt Ordinance 945 of 2023 to amend Chapter 220, Article VII Signs.

<b>Motion by:</b>	<b>Second by:</b>	<b>Roll Call Vote:</b>
E. Kauffman	S. Lintner	All Favored – Motion Carried

11. New Business

- a. Consider the offer by Cimarron Investments in the amount of \$56,000 for the purchase of 400 Locust Street from the Borough.

President Zink provided information on a previous offer that was vacated and stated the price being offered by the new candidate is the same as the previous offer. Manager Stivers discussed the vacation of the original offer. Councilperson Lintner discussed the amount the Borough originally paid for the parcel vs what is currently being offered. There was a discussion on the fact that the Borough overpaid for the property when they purchased it. Several Council members provided their opinion on the sale. Solicitor Gabel discussed the options for accepting or denying an offer of sale. It was decided to address the issue at the May 9<sup>th</sup> meeting. Mayor Lutz discussed the decision to list the property with a realtor vs using the Columbia Economic Development Corporation. Solicitor Gabel explained why the decision was made. President Zink discussed the payment record of the entity offering to purchase the property.

Amy Kellers

Discussed the price listed on Zillow for the property and asked how the \$56,000 value was determined. Solicitor Gabel explained an appraiser provided the value.

Frank Doutrich

Commented on President Zink’s statement on accepting or denying the offer on the agenda. Asked how he would have known that the original offer was vacated. President Zink explained the information could be obtained from a realtor. There was a discussion on placing a deed restriction on the parcel. Solicitor Gabel explained that type of restriction on a future owner is no longer encouraged by the courts.

There was no action taken on the agenda item. Item will be carried forward to the next meeting.

- b. Motion to approve Special Event application from Susquehanna National Heritage Area to host Canoemobile Field Trips from 8 am – 4 pm beginning 10/4/23 and ending 10/11/23 (no field trips will take place on Sunday 10/8/23).

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

- c. Motion to approve Special Event application from Hands Across the Street/Presbyterian Church to host a summer food service program for children in Rotary Park June 5, 2023, to August 18, 2023, Monday thru Friday 10am – 1:00 pm.

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

Councilperson Fisher asked if the Parks and Recreation Board should be notified as a courtesy. Borough Manager Stives will notify them of the event. It was noted there would not be time to bring the issue before the Parks & Recreation Board in time for approval for the event.

- d. Motion to approve Resolution 2023-18 to appoint Nathan Roach as an alternate member to serve on the Columbia Borough Planning Commission for a term of four years with an expiration date of December 31, 2027.

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

Council President Zink provided detail on the appointment and the need for alternates on the Commission.

Mary Wickenheiser – Columbia Borough Planning Commission

Reported the commission unanimously approved and recommend Mr. Roach as a candidate. Discussed the benefits to the Commission to have an alternate member. Mr. Roach was present and introduced himself to the Council and provided his background in working with the Borough through Habitat for Humanity. Councilperson Burgard provided his support for Mr. Roach. Mayor Lutz discussed his relationship with Habitat for Humanity and the benefit it brings to the Borough.

12. Staff Reports, Comments and Announcements.

- a. Solicitor – No additional information at this time
- b. Secretary/Treasurer

Borough Manager Stivers commented on the community clean up and thanked everyone involved in what was a successful event. Discussed a recent conference he attended in Pittsburgh and information he obtained on ADA compliant kayak ramps and tying historic significance to parks. Discussed the TextMyGov application and encouraged people to sign up for the free service. Announced 4<sup>th</sup> Friday this week and weather permitting there will be live entertainment.

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

President Zink noted the lack of approved minutes from the Parks and Recreation Advisory Board.

13. Borough Council comments

- a. Council Members

Councilperson Lintner thanked residents for their participation in the meeting process and encouraged continued people to participate in the process.

Councilperson Kauffman thanked Chief Brommer for organizing the town clean up event. Announced May 1-13, 2023, inspections will be done on the Route 30 Bridge and travel will be limited to two lanes. President Zink discussed a recent PennDOT meeting she attended where it was announced funding for the Route 30 repairs will come out of the 462 Budget. May 18<sup>th</sup> the Planning Commission will have a joint meeting with the ADHOC Committee to review the 2040 Comprehensive Plan.

Councilperson Burgard discussed the logo and branding for the Borough and how it is being applied to the new mobile EOC.

Council President Zink announced on May 9<sup>th</sup>, 2023, Mary Wickenheiser will be presented with a Lifetime Achievement award at the Lancaster County Planning Commission Awards Ceremony. Discussed the need for a tax collector to run in the primary election on Tuesday, May 16, 2023. If there is no tax collector elected the county/municipal tax bills will be turned over to the Lancaster County Tax Collection Bureau for collection and will no longer be accepted at the Borough. There was a discussion on the process of the Borough collecting vs the County collecting the tax bills. It was explained that once we relinquish tax collection to the County it can not be brought back for the Borough to collect the Borough and County property taxes.

Mary Wickenheiser

Provided her experience as a previous tax collector and supported the Borough continuing to collect the taxes. Finance Manager Bennett gave a detailed description of what is required of the tax collector that deputizes the Borough.

Brad Chambers

Asked if there has been any advertisement to fill the position. Borough Manager Stivers and Council President Zink responded it is an elected position and solicitation of a candidate would be done at the political party level.

- 14. Announcement of next meeting: At 7:00pm on May 9, 2023, Council will hold a regular meeting.
- 15. Motion to adjourn at 8:34 pm to an executive session to discuss a personnel matter.

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

**MOTIONED AND APPROVED** this 9th day of May 2023, by the Borough Council of the Borough of Columbia, Lancaster County, Pennsylvania, in lawful session duly assembled.

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

**By:**

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Heather Zink, Council President

**ATTEST:**

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Mark E. Stivers, Secretary/Treasurer



**To: Eric Kaufman Chairperson, Columbia Economic Development**  
**From: Sharon Cino, PZ Manager, Community Development**  
**Re: Planning /Zoning Report – April 2023**

<b>ZONING PERMITS</b> <b>ISSUED = 29</b> <b>TOTAL = 29</b>	FIRE PIT	3
	DUMPSTER/POD	3
	ZHB REQUEST	0
	REPAIR/RENOVATION PROJECTS (HARB ADMIN APPROVAL)	3
	SHADE TREE	0
	ZONING DETERMINATION	0
	ROAD OPENING PERMIT	5

ZONING HEARING BOARD (ZHB) – No applications were submitted to ZHB.

PLANNING/ PLANNING COMMISSION (PC)

On April 12<sup>th</sup>, the HARB recommended to council approval of the demo applications for 154 and 156 South Fifth Street. April 18<sup>th</sup>, the PC recommended to council approval of the demo applications (154 and 156 S Fifth Street). PC also recommended to council the approval of the CDBG grant for the 200 block of Union Street between Second and Third Streets.

COMMUNITY DEVELOPMENT PROJECT UPDATES:

**Columbia Habitat for Humanity Townhomes** – The subdivision plan has been recorded and a building permit has been issued. A pre-construction meeting was held on April 25<sup>th</sup>. Construction will start in May.

**332 Locust Street** –Staff confirmed with the architect, a Lot Add-On Subdivision plan will be submitted to the Borough and the Lancaster County Planning Department in May.

**CLG Application** – Staff held a meeting with the SHPO staff on March 30<sup>th</sup> to discuss the submittal of the 2023 CLG project grant application. The CLG grant application is scheduled to be submitted to the state by May 12<sup>th</sup>.

**Columbia2040 – Implementable Comprehensive Plan**– On April 18<sup>th</sup>, staff distributed draft hard copies and electronic copies to the AD Hoc Committee and PC members of the *Columbia2040 Compendium* and the *Columbia2040 Implementation Guide* for review and comment. Our next meeting will be a joint Ad Hoc Committee and Planning Commission meeting scheduled for May 18<sup>th</sup> at 7 PM. At the conclusion of this meeting the Ad Hoc Committee and Planning Commission can make a recommendation to Borough Council to approve establishing an adoption schedule and provide the document for formal review by the Lancaster County Planning Department and Commission. This should place adoption of the plan around the end of August. Should a second meeting between the Ad Hoc Committee and Planning Commission be preferred then adoption should occur near the end of September.

Sharon Cino  
 Planning and Zoning Manager – Community Development



## Columbia Market House Report April 2023

New products at the Market House- Fruit Smoothies (Manor Market)  
Acai Bowls & Birria Taco's (Master One)  
Cinnamon Pretzel Logs (Beiler's Pretzels)  
April Catered Events by Market House Vendor(s): 3

Customer Appreciation Day: Saturday, May 20, 2023  
\$1.00 (cupcake, coffees, eggrolls, pretzels, smoothies, wings and much more)

Future vendor(s) commitment: Fount & Fill (was Pop Up and signed lease 5/6/2023)

Pop-Up Vendor May 2023: None of Your Beeswax Candle Company

Public Event: "3" E Task Force "Purpose & Prosperity" Pop Up Monday, May 15<sup>th</sup> 6PM-7PM

Facebook Followers: 6,324 Likes 5,452

Facebook Followers Location(s):

Columbia, PA	1,121
Lancaster, PA	845
Mountville, PA	304
York, PA	244
Wrightsville, PA	189
Marietta, PA	180
Mount Joy, PA	175
Elizabethtown, PA	143
Landisville, PA	136
Hallam, PA	104

Booked Private Events – 19

April 2023 Public Events

**Burning Bridge Antique Show Saturday, April 1, 2023 9:00AM - 3:00PM** (went well 200-300 guests)  
**River Towns Plein Air Quick Draw Saturday, April 15, 2023** (80 artists participated)  
**Chickies Rock Moose Lodge Craft Show Saturday, April 29, 2023** (rained but still nicely attended)



## EVENT MENU

SATURDAY, MAY 20TH	CUSTOMER APPRECIATION DAY
FRIDAY, MAY 26TH	CHPS BENEFIT AUCTION
SATURDAY, JUNE 10TH	COLUMBIA RAILROAD DAY
SATURDAY, JUNE 17TH	THUNDER ON THE RIVER CAR SHOW
SATURDAY, JUNE 24TH	MOOSE SUMMER CRAFT SHOW
SUNDAY, JULY 16TH	CHRISTMAS IN JULY AT THE MARKET
SATURDAY, AUGUST 19TH	"THAT 70'S SHOW" STRANGE DAYS
SATURDAY, SEPTEMBER 3RD	JERK FEST BY PEPPERPOT
SATURDAY, OCTOBER 14TH	ALBATWITCH DAY
SUNDAY, NOVEMBER 26TH	A MERRY MARKET CHRISTMAS

MERCHANTS ASSOCIATION OF COLUMBIA  
FOURTH FRIDAYS IN COLUMBIA

OPEN SATURDAYS 7AM-3PM



Lancaster County Dining Magazine- launches mid-May 2023 Distribution:100,000 Target: tourism sector

					
<b>BEILER'S PRETZELS</b>	<b>BRASILIAN SWEETS &amp; TREATS</b>	<b>CHURROS &amp; GUACAMOLE MASTER ONE</b>	<b>EISENHAUR'S SWEETS &amp; EATS</b>	<b>HONEY'S CAKES &amp; CANDIES</b>	<b>LANTZ'S GOODIES</b>
Fresh brewed tea, lemonades, pretzel logs and soft pretzels	Brigadeiro's, lemonades and other specialties	Acai bowls, churros, guacamole, salsa and tacos	Cakes, candies, deli salads, drinks and gluten free products	Brownies, cakes, cake pops, cookies and specialty products	Baked goods, breads, deli cheese and meats, canned goods, honey, Kreider's Ice Cream and Zook's Pies
					
<b>LORETO'S SAUCES</b>	<b>SOUTH LIME RESTAURANT</b>	<b>MANOR MARKET</b>	<b>MARKET HOUSE COFFEE CORNER</b>	<b>MOMMA SON'S CAMBODIAN CUISINE</b>	<b>PEPPERPOT JAMAICAN CUISINE</b>
Pastas, olive oils, marinara sauces and Moon Dancer Wines	Chicken, empanadas, macaroni & cheese, pork, potato salad and rice & beans	Cheeses, fruit cups & smoothies, eggs, goat milk, vegetables and yogurts	Cappuccino, coffee, donuts, iced coffee, paninis and teas	Boba teas, Crab Rangoon, beef skewers, eggrolls, veggie noodles and rice and Pour Man's Brewing Company	Beef patties, curry goat, jerk chicken, oxtail and rice & peas
 <p><b>A GREAT PLACE TO EAT WITH FAMILY &amp; FRIENDS</b></p> <p>15 South 3rd Street, Columbia, Pennsylvania 17512</p> <p>Open Saturdays, 7am-5pm   <a href="http://COLUMBIAPAMARKETHOUSE.ORG">COLUMBIAPAMARKETHOUSE.ORG</a></p>					



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 April 2023**

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○ **2023 Proposed Paving Projects by Borough Crews**

Borough crews have been working on patch repairs throughout the Borough. Crews will begin preparations for paving the 900 block of Blunston Street the week of May 8th

Mifflin Street (900 block)	Locust Street (1100 block)
South Tenth Street (Houston to Ridge)	Blunston Street (900 block)
Chestnut Street (1200 block)	Poplar Street (600 block)
Avenue W (1200 block)	Walnut Street (1000 block)
Chestnut Street (800 block)	

○ **South Second Street CDBG Improvements (Union to Perry)**

The Borough has received \$200,000.00 in CDBG funding for this project. The project was awarded to Reamstown Excavating at the bid price of \$288,980.00. A pre-construction meeting is scheduled for Thursday, May 4<sup>th</sup> with the Redevelopment Authority. Scope of work for this project includes new curb, sidewalks, ADA ramps and mill and overlay the street

○ **UGI Gas Main Replacement**

The new gas main and service work has been completed. The Contractor is currently working on trench restoration on Barber, South Twelfth Streets and Grinnell Ave. The trench restoration on Lancaster Ave from the shopping center to Malleable Road is scheduled to begin the week of May 8<sup>th</sup>

○ **Curb-Side Yard Waste Pick Up**

Borough Crews started collection on Monday, April 3, 2023 and continue every Monday through November 6, 2023, which will be the last day of pick up for the season, throughout the Borough. Crews picked up 34.47 Tons of yard waste in April. Also, the recycling facility is open the 2<sup>nd</sup> and 4<sup>th</sup> Saturday of the month from 8am-12pm for resident drop off. The facility will be open the 4<sup>th</sup> Saturday of the month lasting through October 28, 2023

○ **Borough Yard Waste Recycling Facility**

Contracted municipalities dropped off 481.81 Tons of yard waste in April. 30 cubic yards of Compost were purchased by Contractors in April





# Columbia Borough Police Department DAILY INCIDENT COUNTS



04/01/2023 to 04/30/2023

Day of Month Responses	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total	
9-1-1 HANG UP	0	1	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	1	0	0	1	0	0	1	0	0	7	
ALARM (ALL TYPES)	1	0	0	1	2	0	1	0	0	0	0	1	0	0	0	1	2	0	0	0	0	3	0	0	1	1	1	1	0	0	0	16	
ANIMAL ATTACK	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	2		
ANIMAL COMPLAINT	2	1	0	1	0	0	3	2	1	0	1	0	1	0	1	1	0	1	2	0	0	0	0	1	0	2	1	1	0	0	0	22	
ASSIST CALL	2	1	2	0	1	1	1	3	1	2	1	0	0	0	1	0	0	1	1	1	2	4	1	0	0	2	0	4	2	2	0	36	
ASSAULT	0	0	0	0	0	1	0	1	0	0	2	0	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	2	1	0	0	9	
BURGLARY	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	
CHECK ON WELFARE	1	0	2	0	1	1	0	0	0	2	0	2	1	2	1	0	1	1	1	2	1	0	0	3	2	0	3	0	0	0	0	27	
VANDALISM	1	0	1	1	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	6	
DISORDERLY CONDUCT	0	1	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0	0	0	5
DEATH INVESTIGATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	
DISTURBANCE	2	2	1	0	2	2	2	3	6	1	2	0	0	3	5	3	3	6	3	1	7	3	2	0	0	1	0	3	2	1	0	66	
NEIGHBOR DISPUTE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	
DOMESTIC DISTURBANCE	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
DRUG OFFENSE	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	4	
INTOXICATED PERSON	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
DRIVING UNDER THE INFLUENCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	2	
ASSIST EMS	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	4	
ASSIST FIRE DEPARTMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	2	
FIREWORKS	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
FRAUD	0	0	1	0	0	0	0	0	0	1	0	0	0	1	0	0	2	1	0	0	0	1	0	0	0	0	0	0	0	1	0	8	
HARASSMENT	1	1	0	2	2	0	1	0	1	1	1	0	0	2	3	1	1	1	2	1	2	0	1	3	0	0	0	0	1	1	1	0	30
INFORMATION	0	1	0	3	3	0	2	2	1	2	2	1	2	1	2	0	3	0	1	1	3	0	3	0	1	1	1	2	0	0	0	38	
LOITERING	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	2	
PSYCHIATRIC EMOTIONAL	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0	1	0	0	0	5	
MOTOR VEHICLE ACCIDENT	1	2	1	1	1	1	0	0	0	2	1	1	0	0	0	0	1	1	0	0	3	1	1	1	1	2	3	2	0	0	0	27	



COLUMBIA BORO POLICE DEPARTMENT MONTHLY REPORT TO BORO COUNCIL

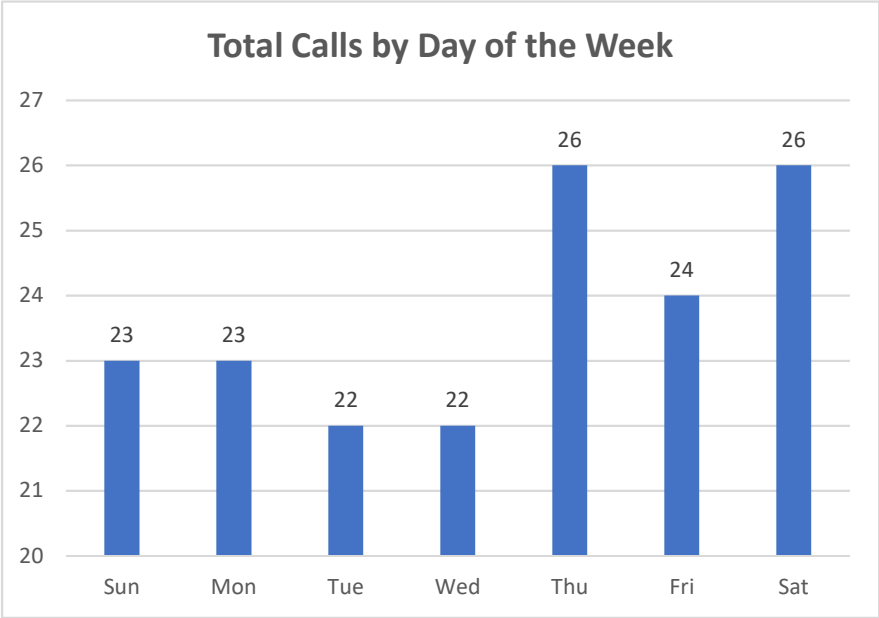
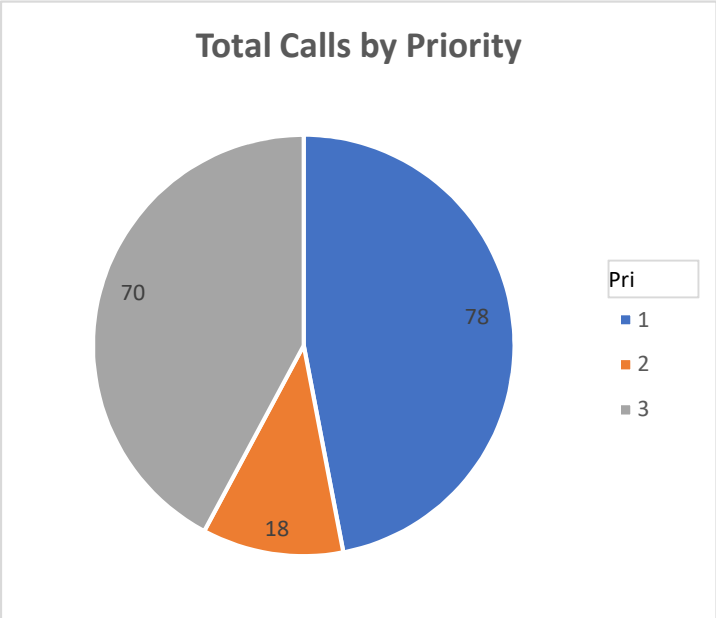
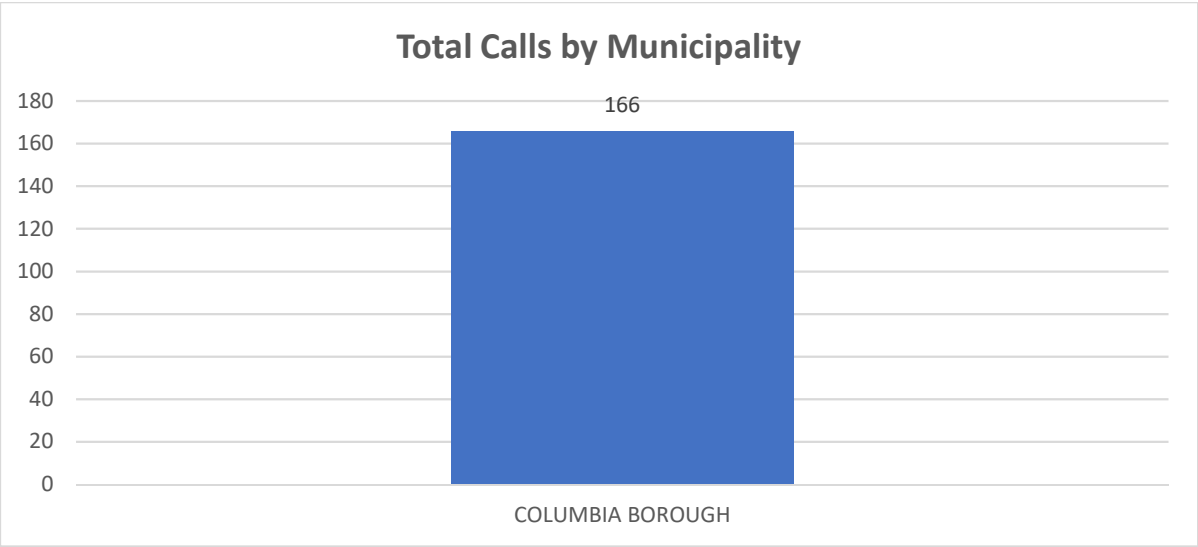
ACTIVITIES	APRIL 2023												YTD 2023	LYTD 2022	
	January	February	March	April	May	June	July	August	September	October	November	December			
Monthly U.C.R. Count	90	91	107	117										405	204
Adult Criminal Arrests	12	8	17	20										57	52
Juvenile Criminal Arrests	1	2	1	2										6	11
Juvenile Summary Arrests	0	0	2	6										8	13
Prisoners Detained In Boro Lockup	5	10	6	6										27	17
TRUCK INSPECTIONS:	0	9	8	5										22	20
TRUCK VIOLATIONS:	0	14	17	16										47	38
Reportable Accidents Inv.	11	6	2	13										32	33
Non-Reportable Accidents Inv.	14	19	20	18										71	46
Traffic Arrests/Citations	40	58	39	40										177	113
Abandoned Veh Removed From Sts	5	5	3	5										18	18
District Magistrate Fines	\$6,901.88	\$11,017.92	\$7,919.64	\$0.00										\$25,839.44	\$29,074.85
Parking Ticket Fines	\$3,565.00	\$3,661.00	\$11,825.00	\$12,485.00										\$31,536.00	\$9,675.00
Accident Report Revenue	\$30.00	\$0.00	\$15.00	\$30.00										\$75.00	\$30.00
CARFAX Accident Report Revenue	\$105.00	\$75.00	\$90.00	\$45.00										\$315.00	\$885.00
Bicycle License Fees	\$0.00	\$0.00	\$0.00	\$0.00										\$0.00	\$3.00
No Parking Sign Fees	\$140.00	\$126.00	\$164.00	\$392.00										\$822.00	\$1,548.00
Contractor Parking Sign Fees	\$0.00	\$0.00	\$0.00	\$0.00										\$0.00	\$0.00
Boot Removal Fees	\$105.00	\$455.00	\$35.00	\$35.00										\$630.00	\$1,365.00
PA. State Police/County Fines/Fees	\$0.00	\$234.49	\$983.94	\$225.96										\$1,444.39	\$1,402.60
Lancaster County Court Fines/Fees	\$0.00	\$873.94	\$0.00	\$0.00										\$873.94	\$1,804.09
Meter Violations	242	225	174	171										812	964
Parking Outside Lines	0	0	0	0										0	0
Double Parking	0	0	0	0										0	8
Parking On Left Side of Street	3	2	2	0										7	7
Continuous Parking 48 Hours	18	17	20	14										69	57
No Parking Zone/Bus Stop	10	19	16	8										53	85
Street Sweeping	0	0	764	747										1,511	1,377
Parking within 20 ft Crosswalk	19	40	34	13										106	47
Parking within 15 ft Fire Hydrant	3	3	7	0										13	7
Parking in Front of Driveway	1	1	3	1										6	4
Handicap Area	5	5	7	3										20	29
Other	2	0	1	0										3	8
Restitution	\$0.00	\$110.00	\$100.00	\$45.34										\$255.34	\$80.00
Dog Fees	\$0.00	\$0.00	\$100.00	\$50.00										\$150.00	\$0.00
Livescan Revenue	\$0.00	\$0.00	\$25.00	\$0.00										\$25.00	\$0.00



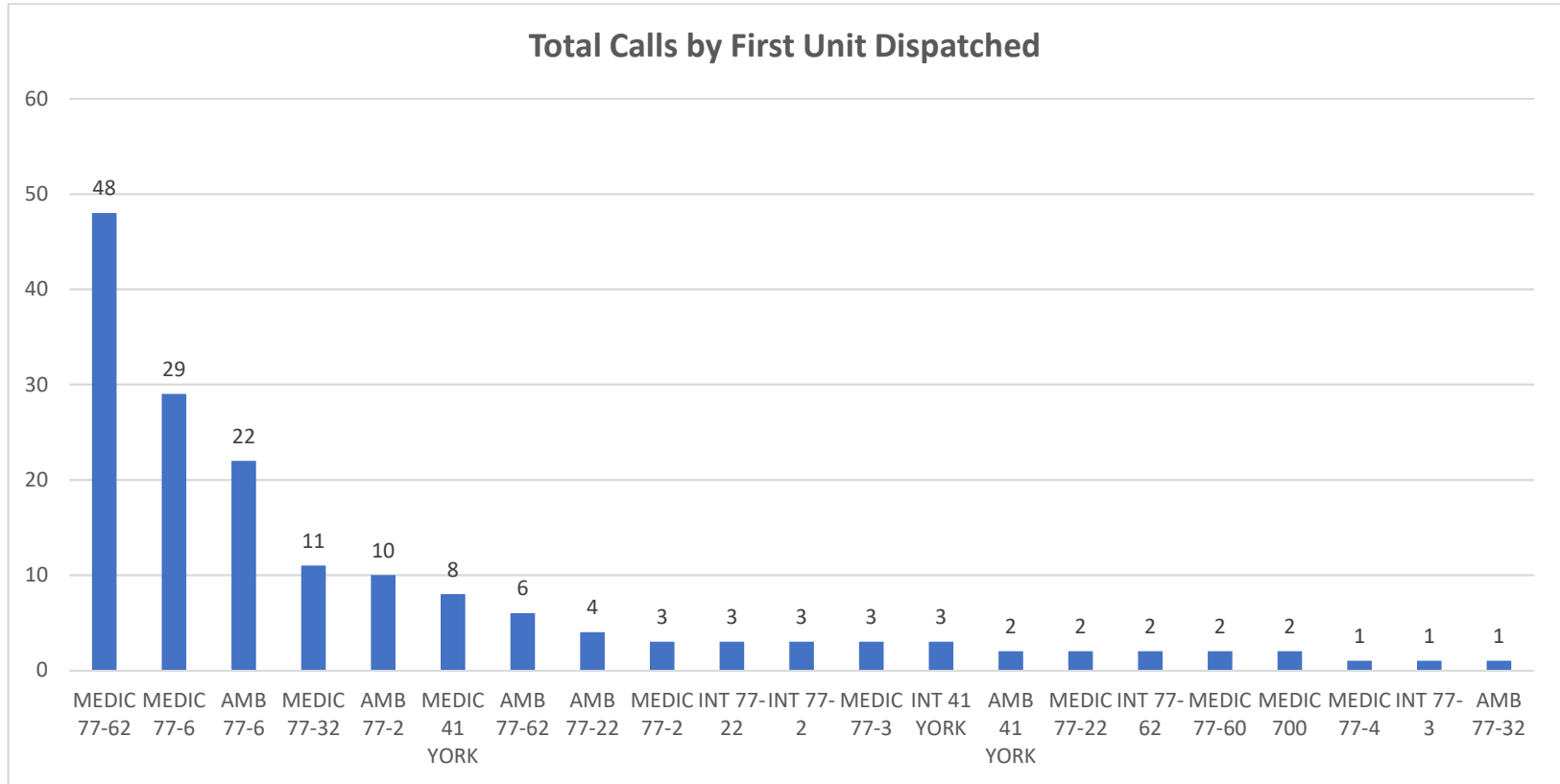
COLUMBIA BOROUGH POLICE DEPARTMENT													2023	
REPORT OF MONTHLY OFFENSES														
CLASSIFICATION OF OFFENSES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2023	2022
													TYTD	TLTYTD
Murder & Nonnegligent Manslaughter	0	1	0	0									1	0
Negligent Manslaughter	0	0	0	0									0	0
Rape by Force	0	0	0	0									0	1
Rape Attempt (Assault)	0	0	0	1									1	0
Robbery (Firearm/Knife or Cutting Inst.)	0	0	0	1									1	0
Robbery (Other Dangerous Weapon)	0	0	0	0									0	0
Robbery (Strong Armed/Hands,Feet,Etc)	0	0	0	0									0	0
Assault (Firearm)	0	2	1	1									4	0
Assault (Knife/Cutting Instrument)	0	0	0	0									0	0
Assault (Other Dangerous Weapon)	0	0	0	2									2	1
Assault (Hands,Fists,Feet, Etc.)	3	1	0	1									5	4
Assault (Other Not Aggravated)	5	7	9	9									30	25
Burglary (Forced Entry)	1	1	1	0									3	1
Burglary (Unlawful Entry/No Force)	1	0	1	2									4	1
Burglary (Attempted Forced Entry)	2	1	0	1									4	1
Theft (\$50 & Over)	5	12	12	5									34	12
Theft (Under \$50)	2	4	5	1									12	6
Auto Theft	2	4	0	1									7	4
Arson	0	0	0	0									0	0
Forgery & Counterfeiting	0	0	0	0									0	0
Fraud	8	2	7	8									25	21
Embezzlement	0	0	0	0									0	0
Stolen Property (Rec., Possess., Etc.)	0	0	0	0									0	0
Vandalism/Criminal Mischief	7	5	14	6									32	6
Weapons (Carrying/Possess. Etc.)	0	1	2	2									5	0
Prostitution & Commercial Vice	0	0	0	0									0	0
Sex Offenses (Except Rape/Prostitution)	4	3	3	5									15	8
Narcotic Drug Laws (Drug Abuse Viol.)	3	3	0	3									9	7
Gambling	0	0	0	0									0	0
Offenses Against Family & Children	3	0	6	0									9	4
Driving Under The Influence	0	1	2	2									5	2
Liquor Laws	1	0	0	0									1	0
Drunkness	0	3	2	1									6	1
Disorderly Conduct	4	5	3	5									17	3
Vagrancy	1	1	0	1									3	0
All Other (Except Traffic)	38	34	39	58									169	96
<b>TOTAL MONTHLY OFFENSES</b>	<b>90</b>	<b>91</b>	<b>107</b>	<b>117</b>									<b>405</b>	<b>204</b>

# Penn State Health Life Lion, LLC

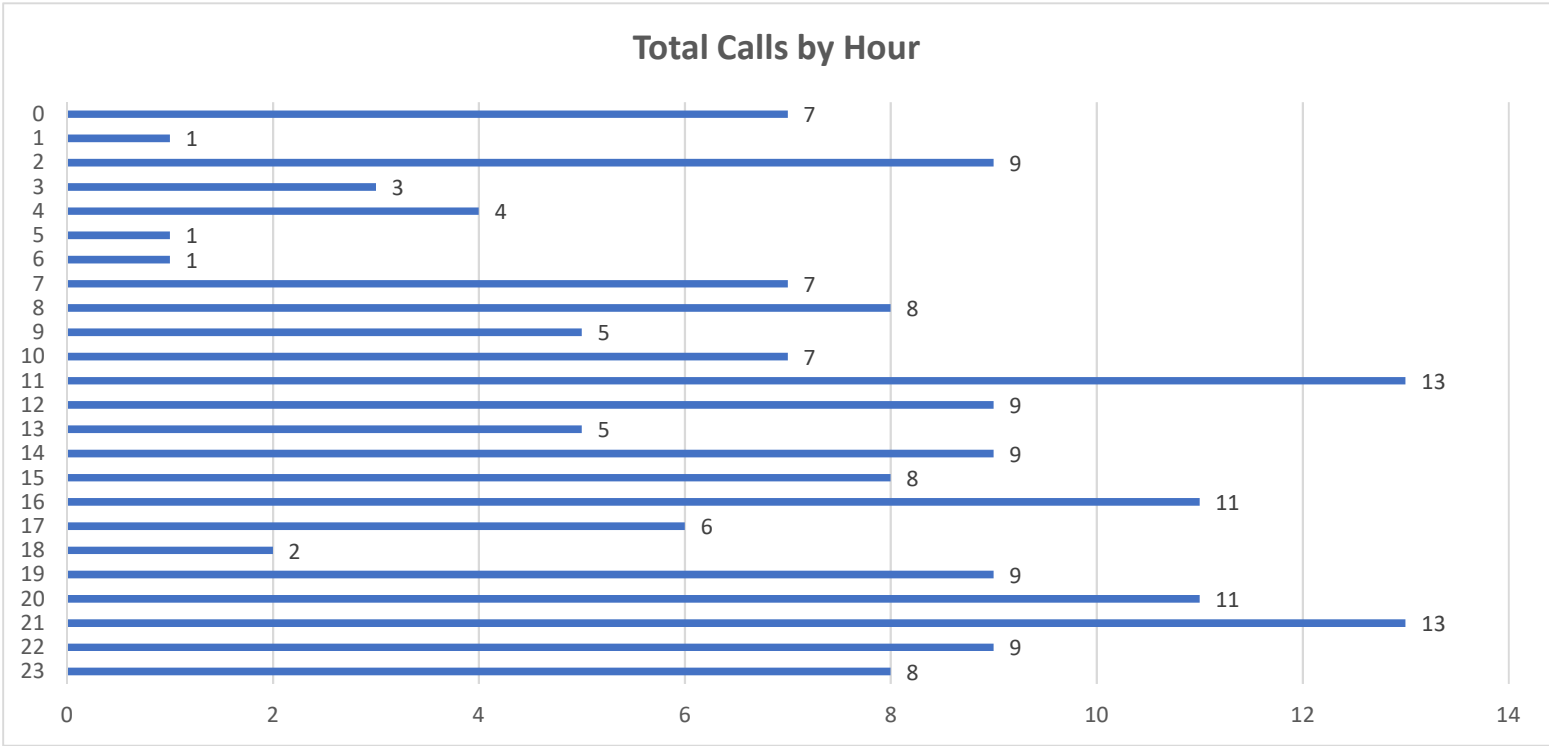
## April 2023



# Penn State Health Life Lion, LLC April 2023

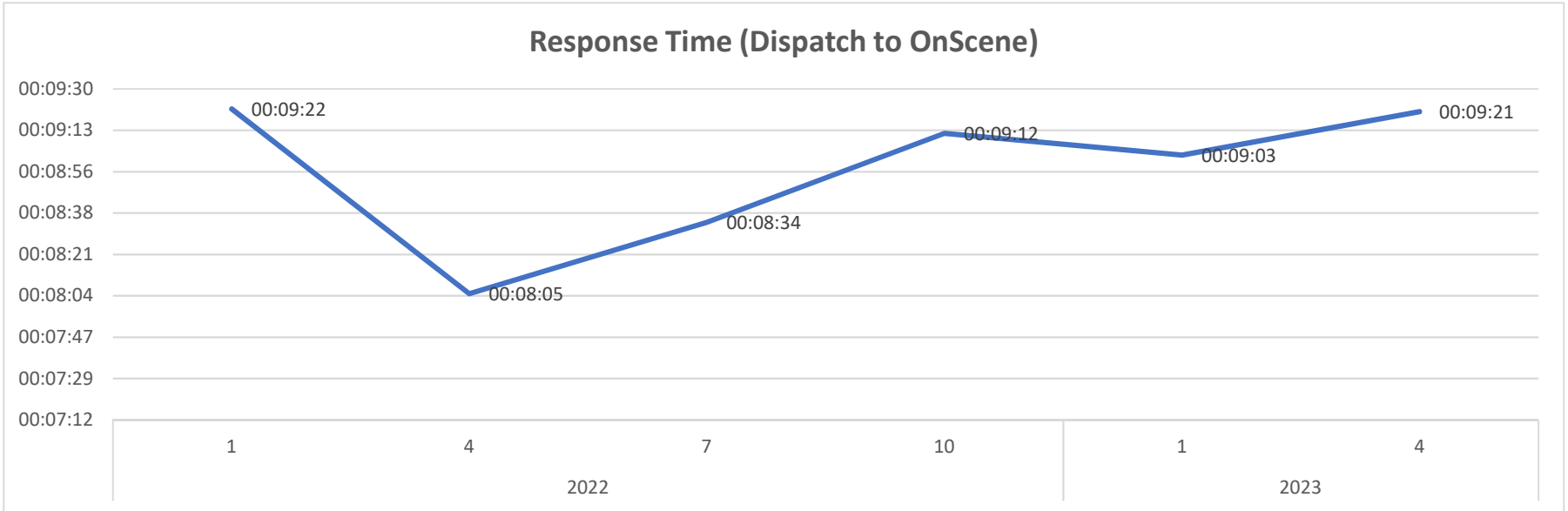


Penn State Health Life Lion, LLC  
April 2023



Penn State Health Life Lion, LLC  
April 2022 - April 2023

Response Time (Dispatch to OnScene)





# Columbia Emergency Management Agency

## Report for April 2023

Borough Council Meeting  
May 9, 2023

### Emergency Services

- The next quarterly EMA meeting will be held on Thursday, June 22 at 3 pm in the council chambers.
- Sending out weather updates as weather events occur to those potentially affected by them (police, fire, EMS, highway department, codes, schools, elderly housing, etc.).
- The Community Assessment for Public Health Emergency Response (CASPER) program surveys will occur on Saturday, May 13. A campaign to get the word out is underway.
- Planning for the “Thunder on the River” Car show on Saturday, June 17 is underway.

### COVID-19

- No update.

### Miscellaneous Information

- Work continues the EOC mobile unit. This is from the ARPA funding that was approved by the county commissioners. The intention of this request is to acquire some of the equipment that may someday be used in a permanent facility to serve the needs of the borough and neighboring municipalities.
  - Mark Stivers, Chief Brommer, Jim Ciccocioppi, Jake Graham, Wilson Affled, and I are working on the planning and layout of the trailer.
- Attended a planning meeting at OLA to look at their building security and evacuation planning on Wednesday, April 5.
- Attended a teacher meeting on Friday, April 14 to discuss evacuation procedures utilizing various evacuation routes, meeting places and relocation protocols.
- Attended 2 ½ hours of EMC training at the Lancaster County Forensic Facility
- Attended 11 hours of various webinars for preparedness.
- Attended the LEPC meeting on Thursday, April 13.
- Attended the LCPSTC Foundation Board meeting on Thursday, April 27.

### Acronyms

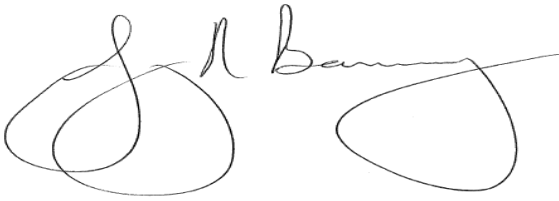
- LEMA – Lancaster County Emergency Management Agency
- PEMA – Pennsylvania Emergency Management Agency
- EMC – Emergency Management Coordinator
- LCPSTC – Lancaster County Public Safety Training Center
- IAP – Incident Action Plan
- EOC – Emergency Operations Center
- CBSD – Columbia Borough School District

# Columbia Emergency Management Agency

## Report for April 2023

- EMA – Emergency Management Agency
- EMS – Emergency Medical Services
- OLA – Our Lady of the Angels
- ARPA – American Rescue Plan Act
- LEPC – Local Emergency Planning Committee

Respectfully,

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

Jay Barninger, CESCO

Emergency Management Coordinator (EMC)



# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** 05/14/23

**DEPARTMENT:** Administration

**TITLE:** Review Offers for the purchase of 400 Locust Street property

**SUMMARY:** Staff is seeking Council's approval to execute an agreement of sale to sell the borough owned land located at 400 Locust Street to one of the two current offers received for this property.

**BACKGROUND AND JUSTIFICATION:** On May 10, 2022, Borough Council adopted Resolution 2022-20 to declare the property located at 400 Locust Street as surplus land and authorized staff to list the property for sale via sealed bid. After two attempts to sell the land via sealed bid, Borough Council authorized staff at its regular meeting on October 25, 2022, to contract with a realtor located in Columbia Borough to sell this land for the Borough. Staff Contracted with Jeff Seibert to sell the land.

On Feb 14, 2023, Council voted to approve staff to execute the agreement of sale for this property to Mehari Kifle and Roman Gebremeskel for \$56,000. During the due diligence process, the purchaser withdrew their offer.

The Borough has now received two new offers for this property:

- Offer from Cimarron Investments for \$56,000 - no concept plan included
- Offer from Lancaster Area Habitat for Humanity for \$57,500 – initial proposal for a commercial/residential mixed-use development.

Once a buyer is selected, the Borough Attorney and staff will work with the realtor to finalize the agreement of sale. A resolution will need to be prepared for Council approval before the final sale of the land.

**MOTION:** To consider authorizing the Borough Manager to represent the Borough in signing the agreement of sale for the Borough owned land located at 400 Locust Street.

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** May 9, 2023

**DEPARTMENT:** Community Development

**TITLE:** ECS Mid-Atlantic, LLC – Change Order #2 for Groundwater and Additional Soil Characterization

**BACKGROUND AND JUSTIFICATION:** ECS Mid-Atlantic, LLC has presented the Borough with Change Order #2 for the Groundwater and Additional Soil Characterization for McGinness Innovation Park, 1020 Manor Street. The scope of services entails four tasks that include Task 1 - Soil Characterization, Sampling, and Laboratory Analysis, Task 2 – Groundwater Monitoring Well Installation and Development, Task 3 – Monitoring Well Sampling (Two Events), and Task 4 – Additional Reporting and Project Management.

The proposed total cost for all four tasks is \$22,751.00.

**MOTION:**

Move to approve Change Order #2 for ECS Mid-Atlantic, LLC for Groundwater and Additional Soil Characterization for the McGinness Innovation Park located at 1020 Manor Street in the amount of \$22,751.00.

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Operating Expense (F01)	0	0	0	0	0
Capital Expense (F18)	22,751.00	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>22,751.00</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	FY23 Budget	Current Balance	Agenda Expenditure	Balance
18-450-001	McGinness Airport Dev. Project	500,00.00	71,614.19	22,751.00	48,863.19

**ATTACHMENT(S):**

- ECS Mid-Atlantic, LLC – Change Order #2 for Groundwater and Additional Soil Characterization



# **ECS** Mid-Atlantic, LLC

Change Order #2 for Groundwater and Additional Soil Characterization

McGinness Innovation Park

1020 Manor Street

Columbia Borough, Lancaster County, Pennsylvania 17512

ECS Project Number 47-11770-A

April 4, 2023



April 4, 2023

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

ECS Project No. 47-11770-A

Reference: Change Order #2 – Groundwater and Additional Soil Characterization  
McGinness Innovation Park  
1020 Manor Street  
Columbia Borough, Lancaster County, Pennsylvania

Dear Mr. Stivers:

As requested, ECS Mid-Atlantic, LLC (ECS) is pleased to present this change order for Groundwater and Additional Soil Characterization at the McGinness Innovation Park property located at 1020 Manor Street, Columbia Borough, Lancaster County, Pennsylvania (the Site). The Site is being enrolled in the Pennsylvania Department of Environmental Protection’s (PADEP) Land Recycling Program, commonly known as Act 2. Data from an Environmental Subsurface Exploration completed by ECS in June 2021, subsequent soil delineation sampling in January 2022, and supplemental soil characterization in November and December 2022 are going to be presented in Act 2 reports. As discussed, additional supplemental data in the central and southwestern portions of the property would delineate the lead exceedance of non-residential direct contact medium-specific concentration (MSC) for soil and provide groundwater characterization data. This change order includes collecting additional environmental samples in the form of soil samples as well as installation and sampling of monitoring wells at the property.

### **SCOPE OF SERVICES**

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

#### **Task 1 – Soil Characterization, Sampling, and Laboratory Analysis**

ECS will collect soil samples for laboratory analysis at the Site. Environmental samples are proposed to be collected at up to five (5) soil borings on the southwestern portion of site to provide a more complete characterization and delineation of lead impacts in that area. Three (3) soil/fill sampled from each soil boring will be collected for laboratory analysis from the following depths: 0-2 feet (ft) below ground surface (bgs), 4-6 ft bgs, and 6-8 ft bgs. One sample will be taken at the previous lead exceedances in ETP-16, and the remaining four borings will be surrounding the area in order to horizontally and vertically delineate lead impacts.

The approximate fifteen (15) soil/fill material samples will be placed in laboratory provided clean containers with Teflon-lined lids, labeled, packed for shipping, placed in an iced-filled cooler, and delivered promptly to a PADEP certified laboratory for analysis. For quality assurance/quality control

purposes a field blank and field duplicate sample will be collected. All appropriate chain-of-custody procedures will be utilized to track the samples from collection to final disposition.

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

Consistent with previously identified impacts, soil samples will be analyzed for the metal lead.

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

### **Task 2 - Groundwater Monitoring Well Installation and Development**

A track-mounted Geoprobe® is proposed to be utilized to drill and install two 2-inch diameter PVC groundwater monitoring wells. The monitoring well locations were determined based on the regulatory exceedances of lead and arsenic in the area of ETP-16 and ETP-2, respectively. It is assumed that bedrock techniques may be needed achieve the depth necessary to install both monitoring wells, so costs for a combination drilling rig that can drill into soil and bedrock is included.

Downhole equipment will be cleaned prior to use at the property and between each well location to prevent any cross-contamination. The wells will have estimated total depths of 40 feet (ft) below ground surface (bgs). The wells will be constructed of approximately 15 ft of 2-inch PVC slotted pipe and 25 ft of solid riser pipe. The annular space will be backfilled with a sand filter pack suitable for the slotted pipe from the bottom of the borehole to a depth of approximately 1-ft above the top of the slotted pipe. Bentonite will be placed in the annular space above the sand to an approximate depth of 1-ft bgs. The surface will be completed with a stick-up assembly set in concrete. The drill cuttings will be spread on the ground surface on the property.

After the wells have been constructed, they will be developed until the purge water appears to be clear. This purge water will be treated on-site through the use of granular activated carbon (GAC) and discharged to the surface on-site.

For the purposes of this proposal, we anticipate that groundwater will be encountered within 50 ft bgs and that the fieldwork associated with the groundwater monitoring well drilling, installation, and developing will require three (3) field days to complete.

### **Task 3 - Monitoring Well Sampling (Two Events)**

ECS will mobilize to the site for two groundwater monitoring and sampling events. The first event will occur approximately one week after the wells are developed, and the second event at least 90 days following the first event. This schedule may be slightly altered to correspond with the quarterly groundwater sampling in the northern portion of the site for a former storage tank release.

Depth to water measurements will be recorded from each well at the start of each sampling event using an interface probe. During purging of the wells with a submersible or peristaltic pump, ECS will collect intrinsic parameters including conductivity, temperature, pH, dissolved oxygen, and turbidity. Purge water will be treated on-site using GAC. The groundwater samples collected for laboratory analysis will be field-filtered and placed in laboratory provided, clean containers with Teflon-lined lids, labeled, packed for shipping, placed in a cooler with ice, and delivered promptly

to a PADEP certified laboratory. All appropriate chain-of-custody procedures will be utilized to track the samples from collection to final disposition.

ECS will collect a groundwater sample from each well per event. For quality assurance/quality control purposes a field blank and field duplicate sample, per event, for a total of four samples per event (8 total) for analysis of lead and arsenic via EPA Method 6020B on a laboratory standard 10 business day TAT.

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

#### **Task 4 — Additional Reporting and Project Management**

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

### **COSTS**

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

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

#### **Task 1 – Soil Characterization, Sampling, and Laboratory Analysis**

<b><u>Code</u></b>	<b><u>Description of Services</u></b>	<b><u>Estimated Cost</u></b>
1525	Field Scientist (Sample Collection) <u>Estimate:</u> 1 day @ \$1,050.00/day	\$ 1,050.00
1525	Equipment Rental (Track-Mounted Geoprobe® Equipment and Mobilization) <u>Estimate:</u> Lump Sum @ \$1,700.00/day	\$ 1,700.00
3351	Sampling Supplies/PPE <u>Estimate:</u> Lump Sum @ \$100.00	\$ 100.00
3351	Mileage <u>Estimate:</u> 40 miles @ \$0.65/mile	\$ 26.00
3241	Lead Soil/Fill Material Analyses (Including QA/QC) <u>Estimate:</u> 17 samples @ \$45.00/sample	\$ 765.00
<b>Task 1 Subtotal</b>		<b>\$ 3,641.00</b>

**Task 2 - Groundwater Monitoring Well Installation and Development**

<b><u>Code</u></b>	<b><u>Description of Services</u></b>	<b><u>Estimated Cost</u></b>
1525	Field Scientist (Project Oversight/Development/Surveying) <u>Estimate:</u> 3 days @ \$1,050.00/day	\$ 3,150.00
1525	Equipment Rental (Track-Mounted Geoprobe® Equipment and Mobilization) <u>Estimate:</u> Lump Sum @ \$7,000.00	\$ 7,000.00
1525	Well Materials (PVC piping, sand, bentonite, pads) <u>Estimate:</u> Lump Sum @ \$3,700.00	\$ 3,700.00
1525	Equipment/PPE/Decon Supplies <u>Estimate:</u> Lump Sum @ \$200	\$ 200.00
1210	Senior Project Manager (Project Coordination, Project Oversight) <u>Estimate:</u> 4 hours @ \$175.00/hour	\$ 700.00
3351	Mileage <u>Estimate:</u> 120 miles @ \$0.65/mile	\$ 78.00
<b>Task 2 Subtotal</b>		<b>\$ 14,828.00</b>

**Task 3 - Monitoring Well Sampling (Two Events)**

<b><u>Code</u></b>	<b><u>Description of Services</u></b>	<b><u>Estimated Cost</u></b>
1525	Field Scientist (Sample Collection) <u>Estimate:</u> 2 events @ 1/2 day @ \$1,050.00/day	\$ 1,050.00
3351	Sampling Supplies/PPE/Rental Equipment <u>Estimate:</u> Lump Sum per event @ \$250.00 (2 events)	\$ 500.00
3351	Mileage <u>Estimate:</u> 40 miles/day for 2 events @ \$0.65/mile	\$ 52.00
3241	Arsenic and Lead Groundwater Analysis (Including QA/QC) <u>Estimate:</u> 8 samples @ \$60.00/sample	\$ 480.00
<b>Task 3 Subtotal</b>		<b>\$ 2,082.00</b>

**Task 4 - Additional Reporting and Project Management**

<b><u>Code</u></b>	<b><u>Description of Services</u></b>	<b><u>Estimated Cost</u></b>
1525	Additional Reporting for Act 2 <u>Estimate:</u> Lump Sum @ \$1,200.00	\$ <u>2,200.00</u>
	<b>Task 4 Subtotal</b>	<b>\$ 2,200.00</b>
<b>TOTAL COSTS TASKS 1 – 4</b>		<b>\$ 22,751.00</b>

\*We will invoice you based on the total number of units discussed above during sampling activities. The above cost estimate is based on a laboratory standard TAT of 10 business days for laboratory results.

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



**SCHEDULE**

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

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

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

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

Respectfully submitted,

**ECS Mid-Atlantic, LLC**



Kay Linnell, PG  
Environmental Senior Project Manager



Ryan Croyle, REM  
Principal Scientist

Enclosures: Proposal Acceptance Page  
General Conditions of Service

CHANGE ORDER ACCEPTANCE

Project No.: 47-11770-A  
 Scope of Work: Change Order #2 - Groundwater and Additional Soil Characterization  
 Location: McGinness Innovation Park  
 1020 Manor Street  
 Columbia Borough, Lancaster County, Pennsylvania 17512

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

BILLING INFORMATION  
 (Please Print or Type)

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



## ECS MID-ATLANTIC, LLC TERMS AND CONDITIONS OF SERVICE

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

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

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

### **3.0 STANDARD OF CARE**

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

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

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

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

### **4.0 CLIENT DISCLOSURES**

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

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

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

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

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

### **7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES**

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

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

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

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

### **8.0 UNDERGROUND UTILITIES**

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

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

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

### **9.0 SAMPLES**

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

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

### **10.0 ENVIRONMENTAL RISKS**

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

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

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

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

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

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

## 11.0 OWNERSHIP OF DOCUMENTS

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

## 12.0 SAFETY

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

## 13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

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

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

## 15.0 BILLINGS AND PAYMENTS

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

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

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

## 16.0 DEFECTS IN SERVICE

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

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

## 18.0 LIMITATION OF LIABILITY

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

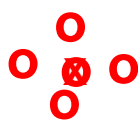
## 19.0 INDEMNIFICATION

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

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

X

X



- X - proposed monitoring well
- O - proposed soil boring
- X - proposed monitoring well and soil boring

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** May 9, 2023

**DEPARTMENT:** Community Development

**TITLE:** RUE Environmental – Change Order #2 for Additional Historic Documentation

**BACKGROUND AND JUSTIFICATION:** Rue Environmental has presented the Borough with Change Order #2 for additional historic documentation as required by PA SHPO. This includes uploading data on airport historic resources into SHPO’s online data system, PA-Share (PA Historic & Archeological Resources Exchange) for the McGinness Innovation Park. The scope of services entails four tasks that include Task 1 – Project Coordination. Task 2 – Field Visit. Task 3 – Archaeological background research and report, and Task 4 – Historic Background and Deliverables.

The proposed total cost for all four tasks is \$1,959.00.

**MOTION:**

Move to approve Change Order #2 for Rue Environmental change order to provide additional historic documentation on airport historic resources into SHPO’s online data system, PA-Share for the McGinness Innovation Park located at 1020 Manor Street in the amount of \$1,959.00.

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Operating Expense (F01)	0	0	0	0	0
Capital Expense (F18)	\$1,959.00	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>\$1,959.00</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	FY23 Budget	Current Balance	Agenda Expenditure	Balance
18-450-001	McGinness Airport Development Project	\$500,000	\$48,863.19	\$1,959.00	\$46,904.19

**ATTACHMENT(S):**

- Rue Environmental – Change Order #2 for additional historic documentation to be uploaded into SHPO’s online system, PA-Share

**Cost Proposal, Additional Historic Documentation  
McGuiness Innovation Park Project, Lancaster Co, PA**

Rue Environmental Project No. 983, April 27, 2023

Scope: Upload data on airport historic resources independently into PA-Share

**LABOR RATES: COST BY ASSIGNMENT AND TASK**

Personnel	Rate	Subtask (Hours)				Total Hours	Total Labor
		1	2	3	4		
Project Manager	\$127.00	1	0	0	1	2	\$ 254.00
Project Archaeo/Historian	\$89.00	0	0	0	14	15	\$ 1,335.00
Assitant	\$60.00	0	0	0	1	1	\$ 60.00
Rpt Prep Specialist	\$68.00	0	0	0	1	1	\$ 68.00
GIS/ Graphics	\$89.00	0	0	0	2	2	\$ 178.00
<b>TOTAL</b>		<b>1</b>	<b>0</b>	<b>0</b>	<b>19</b>	<b>21</b>	<b>\$ 1,895.00</b>

**Subtask Codes:**

- (1) Project Coordination
- (2) Field Visit
- (3) Archaeological Background Research and Report
- (4) Historic Background and Deliverables

**NON-LABOR DIRECT COSTS**

Item	Rate	Subtask (Units)				Total Units	Total Non-Labor Cost
		1	2	3	4		
Car Mileage/100 miles	\$ 58.50	0	0	0	0	0	\$ -
Lodging	\$ 115.00	0	0	0	0	0	\$ -
Subsistence	\$ 45.00	0	0	0	0	0	\$ -
Xerox/100 copies	\$ 8.00	0	0	0	8	8	\$ 64.00
Subtotal of All Non-Labor							<b>\$ 64.00</b>
<b>TOTAL COST</b>							<b>\$ 1,959.00</b>



Range of Checking Accts: First to Last Range of Check Dates: 05/09/23 to 05/09/23  
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
01	GENERAL FUND	GENERAL FUND					
41710	05/09/23	108EM005 10-8 Emergency Vehicle SVC					681
23-00452	1	Decommission PD#7	630.00	01-410-376	Expenditure		66 1
				Maintenance & Repair, Police Vehicles			
41711	05/09/23	APP IND Applied Industrial Technologie					681
23-00427	1	Bearing for truck salt spreade	29.35	01-430-375	Expenditure		18 1
				Maintenance & Repairs of Equipment			
41712	05/09/23	ARNOL005 Arnold Printed Communications					681
23-00457	1	code enforcement ticket books	1,579.27	01-413-220	Expenditure		81 1
				Operating Supplies			
23-00457	2	freight	59.45	01-413-220	Expenditure		82 1
				Operating Supplies			
			<u>1,638.72</u>				
41713	05/09/23	ATOEX005 A.T.O. Excavating, Inc.					681
23-00451	1	mcginness homestead demolition	85,612.50	18-450-001	Expenditure		65 1
				McGinness Airport Development Project			
41714	05/09/23	BMOYE005 B Moyer Radio Communications,					681
23-00410	1	BK Standard Handheld Mobile Mi	200.83	01-410-327	Expenditure		2 1
				Maintenance & Repair of Radios			
41715	05/09/23	CINTA005 Cintas Corporation #59H					681
23-00412	1	Highway Uniform #4152888425	87.97	01-430-238	Expenditure		3 1
				Highway Uniform Cleaning			
23-00431	1	Highway Uniform #4153593084	87.97	01-430-238	Expenditure		22 1
				Highway Uniform Cleaning			
			<u>175.94</u>				
41716	05/09/23	COLUM005 Columbia Motor Parts					681
23-00446	1	Hose and fittings	64.00	01-454-452	Expenditure		51 1
				Maintenance of Parks - River Park			
23-00446	2	Air Filters HDA4	150.82	01-426-102	Expenditure		52 1
				Recycling Maintenance of Equip. & Bldgs			
			<u>214.82</u>				
41717	05/09/23	COREL005 CoreLogic					681
23-00472	1	2023110003744 339 poplar st	1,035.05	01-380-001	Revenue		118 1
				Miscellaneous Revenue			
23-00472	2	2023110000086 823 locust st	974.11	01-380-001	Revenue		119 1
				Miscellaneous Revenue			
23-00472	3	2023110000137 493 manor st	866.11	01-380-001	Revenue		120 1
				Miscellaneous Revenue			
23-00472	4	2023110003206 346 maple st	730.31	01-380-001	Revenue		121 1
				Miscellaneous Revenue			
			<u>3,605.58</u>				

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
01 GENERAL FUND GENERAL FUND			Continued						
41718	05/09/23	DEPT0010 Dept of Environmental Protecti					681		
23-00428	1	Storage Tank Reg/Permit Certif	50.00	01-429-260	Expenditure		19		1
				WWTP, Maintenance of Equipment					
23-00428	2	Storage Tank Reg/Permit Certif	50.00	01-429-260	Expenditure		20		1
				WWTP, Maintenance of Equipment					
			100.00						
41719 05/09/23 DIXIE005 Dixie Land Energy			681						
23-00422	1	Gas 87% - 252.8 gals @ 3.0926	781.81	01-430-231	Expenditure		7		1
				Fuel, Vehicles					
23-00422	2	Federal Lust Tax	0.25	01-430-231	Expenditure		8		1
				Fuel, Vehicles					
23-00422	3	Federal Oil Spill Recovery	0.49	01-430-231	Expenditure		9		1
				Fuel, Vehicles					
23-00422	4	Federal Superfund Recovery Fee	0.89	01-430-231	Expenditure		10		1
				Fuel, Vehicles					
23-00422	5	Diesel 206.5 gals @ 3.1269	645.70	01-430-231	Expenditure		11		1
				Fuel, Vehicles					
23-00422	6	Federal Lust tax	0.21	01-430-231	Expenditure		12		1
				Fuel, Vehicles					
23-00422	7	Federal Oil Spill Recovery	0.44	01-430-231	Expenditure		13		1
				Fuel, Vehicles					
23-00422	8	Federal Superfund Recovery Fee	0.79	01-430-231	Expenditure		14		1
				Fuel, Vehicles					
23-00437	1	Gas 87% 176.5 gals @ 2.9225	515.82	01-430-231	Expenditure		29		1
				Fuel, Vehicles					
23-00437	2	Federal Lust Tax	0.18	01-430-231	Expenditure		30		1
				Fuel, Vehicles					
23-00437	3	Federal Oil Spill Recovery	0.34	01-430-231	Expenditure		31		1
				Fuel, Vehicles					
23-00437	4	Federal Superfund Recovery Fee	0.62	01-430-231	Expenditure		32		1
				Fuel, Vehicles					
23-00437	5	Diesel 153.5 gals @ 2.9618	454.64	01-430-231	Expenditure		33		1
				Fuel, Vehicles					
23-00437	6	Federal Lust tax	0.15	01-430-231	Expenditure		34		1
				Fuel, Vehicles					
23-00437	7	Federal Oil Spill Recovery	0.33	01-430-231	Expenditure		35		1
				Fuel, Vehicles					
23-00437	8	Federal Superfund Recovery Fee	0.59	01-430-231	Expenditure		36		1
				Fuel, Vehicles					
			2,403.25						
41720 05/09/23 DONNE010 RR Donnelley			681						
23-00456	1	non traffic citations	411.75	01-413-220	Expenditure		80		1
				Operating Supplies					
41721 05/09/23 ECKER005 Eckert Seamans Cherin & Mellot			681						
23-00464	1	police negotiation drop	338.00	01-404-315	Expenditure		105		1
				Labor Counsel					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
01	GENERAL FUND	GENERAL FUND	Continued						
41722	05/09/23	ECOMA005 ECO-Maxx Central PA					681		
23-00433	1	Used motor oil collected/recyc	150.00	01-430-200	Expenditure		24		1
				Operating Supplies					
23-00433	2	Used oil filters collected/rec	215.00	01-430-200	Expenditure		25		1
				Operating Supplies					
			365.00						
41723	05/09/23	ELAGR005 ELA Group Inc					681		
23-00454	1	stormwater management	1,660.00	18-450-001	Expenditure		68		1
				McGinness Airport Development Project					
41724	05/09/23	EMHER005 EM Herr Ace Hardware					681		
23-00440	1	Scoop Shovels	59.98	01-430-200	Expenditure		39		1
				Operating Supplies					
41725	05/09/23	EXECU005 Executive Image Solutions					681		
23-00447	1	viewsonic 24 inch monitor	221.47	01-402-312	Expenditure		53		1
				IT Contracted Services					
23-00447	2	laptop battery hp pavil	49.21	01-402-312	Expenditure		54		1
				IT Contracted Services					
23-00480	1	Drum IT servivce	125.00	01-402-312	Expenditure		129		1
				IT Contracted Services					
			395.68						
41726	05/09/23	FREYL005 Frey Lutz Corp					681		
23-00462	1	labor n sherk	180.00	01-409-364	Expenditure		93		1
				137 S Front, Rebillable Prop Expenses					
23-00462	2	labor n sherk	360.00	01-409-364	Expenditure		94		1
				137 S Front, Rebillable Prop Expenses					
23-00462	3	truck charge	30.00	01-409-364	Expenditure		95		1
				137 S Front, Rebillable Prop Expenses					
23-00462	4	large sewer machine	95.00	01-409-364	Expenditure		96		1
				137 S Front, Rebillable Prop Expenses					
23-00462	5	material	18.44	01-409-364	Expenditure		97		1
				137 S Front, Rebillable Prop Expenses					
			683.44						
41727	05/09/23	FRICK005 Fricke Hardware & Rental					681		
23-00443	1	Batteries-Flashing Barracades	37.96	01-430-200	Expenditure		41		1
				Operating Supplies					
23-00443	2	Brushes-Curb Painting	42.08	01-430-200	Expenditure		42		1
				Operating Supplies					
23-00443	3	Fasteners-Salt Spreader	8.73	01-430-200	Expenditure		43		1
				Operating Supplies					
23-00444	1	#144184 drill bits	15.56	01-409-370	Expenditure		44		1
				Maintenance & Repair of Building					
23-00444	2	#145191 Keys and fasteners	9.53	01-409-370	Expenditure		45		1
				Maintenance & Repair of Building					
23-00444	3	#145198 Keys and fasteners	5.57	01-409-370	Expenditure		46		1
				Maintenance & Repair of Building					
23-00444	4	#145227 Staples-Coaxal Cable	6.78	01-409-370	Expenditure		47		1
				Maintenance & Repair of Building					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
01		GENERAL FUND							
		GENERAL FUND							
		Continued							
41727		Fricke Hardware & Rental							
23-00444	5	#145640 Painting Supplies	47.96	01-409-370	Expenditure		48	1	
				Maintenance & Repair of Building					
23-00473	1	lock and key-trail cam	9.46	01-410-200	Expenditure		122	1	
				Police Equipment & Supplies					
			183.63						
41728	05/09/23	GAVIN005 Gavin Communications, LLC.							681
23-00387	1	Crisis Support	52.50	01-410-317	Expenditure		1	1	
				Contracted Services					
41729	05/09/23	GORMA005 Gorman Distributors, Inc							681
23-00455	1	bath tissue 2 ply	57.90	01-444-226	Expenditure		69	1	
				Supplies					
23-00455	2	trash liners 60 gallon	30.48	01-444-226	Expenditure		70	1	
				Supplies					
23-00455	3	paper towel roll hardwood	39.50	01-444-226	Expenditure		71	1	
				Supplies					
23-00455	4	paper towel plenty 11x6	17.74	01-444-226	Expenditure		72	1	
				Supplies					
23-00455	5	bath tissue 2 ply	57.90	01-409-226	Expenditure		73	1	
				Cleaning Supplies					
23-00455	6	paper towel plenty 11x6	17.74	01-409-226	Expenditure		74	1	
				Cleaning Supplies					
23-00455	7	trash liner 60 gallon	60.96	01-409-226	Expenditure		75	1	
				Cleaning Supplies					
23-00455	8	paper towel y-notch white	113.72	01-409-226	Expenditure		76	1	
				Cleaning Supplies					
23-00455	9	lysol toilet bowl cleaner	47.40	01-409-226	Expenditure		77	1	
				Cleaning Supplies					
23-00455	10	soap hand foam antibacterial	65.02	01-409-226	Expenditure		78	1	
				Cleaning Supplies					
23-00455	11	delivery charge	2.00	01-409-226	Expenditure		79	1	
				Cleaning Supplies					
			510.36						
41730	05/09/23	GTDIS005 GT Discount Auto Parts							681
23-00448	1	Battery DEK 658MF	133.65	01-430-375	Expenditure		55	1	
				Maintenance & Repairs of Equipment					
23-00448	2	Diesel Engine Fluid	58.76	01-430-375	Expenditure		56	1	
				Maintenance & Repairs of Equipment					
			192.41						
41731	05/09/23	HERSH015 Hershey Equipment Co							681
23-00421	1	HDV20 PA State Inspection	9.00	01-430-375	Expenditure		5	1	
				Maintenance & Repairs of Equipment					
23-00421	2	HDV20 Labor/Inspection	75.00	01-430-375	Expenditure		6	1	
				Maintenance & Repairs of Equipment					
			84.00						

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Num Acct
01	GENERAL FUND	GENERAL FUND	Continued						
41732	05/09/23	JAMES005 James R Wolpert							681
23-00439	1	Meter Maint. 4/1-4/30/23	200.00	01-410-375	Expenditure		38		1
				Maintenance & Repair, Parking Meters					
41733	05/09/23	KANE0005 Morgan Hallgren Crosswell & Ka							681
23-00465	1	awakened properties appeal	190.00	01-450-601	Expenditure		106		1
				Zoning Hearing Board - Stenographer					
41734	05/09/23	KEY Keystone Plumbing Heating and							681
23-00430	1	Drinking water fountain servic	125.00	01-454-452	Expenditure		21		1
				Maintenance of Parks - River Park					
41735	05/09/23	KREID010 Kreider Mulch Farms, Inc							681
23-00432	1	15 cu yds Hardwood Mulch	430.00	01-454-452	Expenditure		23		1
				Maintenance of Parks - River Park					
41736	05/09/23	KURTD005 Kurt Droege							681
23-00474	1	Appeal Refund 318 Linden St	25.00	01-380-001	Revenue		123		1
				Miscellaneous Revenue					
41737	05/09/23	LANCA010 Lancaster County Solid Waste M							681
23-00434	1	Spring Cleanup/Dumping Fee	40.00	01-431-246	Expenditure		26		1
				Adopt-A-Block Supplies					
23-00435	1	Spring Cleanup Dumping Fee	78.85	01-431-246	Expenditure		27		1
				Adopt-A-Block Supplies					
23-00476	1	Big ticket items - Tires	60.00	01-431-246	Expenditure		125		1
				Adopt-A-Block Supplies					
			178.85						
41738	05/09/23	LANCA025 Lancaster Avenue Garage & Tire							681
23-00436	1	Oxygen Sensor/PD #4	196.97	01-410-376	Expenditure		28		1
				Maintenance & Repair, Police Vehicles					
41739	05/09/23	LANCA070 Lancaster County Treasurer							681
23-00442	1	Lanc Co Tax Portion April 2023	770,935.20	01-200-201	G/L		40		1
				Lanc Co RE Tax Payable					
41740	05/09/23	LANCA145 Lancaster County Magazine							681
23-00450	1	1/4 page may spring issue	596.00	01-402-340	Expenditure		64		1
				Printing & Advertising					
41741	05/09/23	LNPME005 LNP Media Group, Inc							681
23-00459	1	community safety officer	411.68	01-402-340	Expenditure		84		1
				Printing & Advertising					
23-00459	2	bold charge	6.00	01-402-340	Expenditure		85		1
				Printing & Advertising					
			417.68						
41742	05/09/23	MCCARTHY McCarthy Tire Service							681
23-00420	1	Tire Repair HDV27	52.00	01-430-375	Expenditure		4		1
				Maintenance & Repairs of Equipment					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	
PO #	Item	Description					Ref Seq Acct	
01	GENERAL FUND	GENERAL FUND	Continued					
41743	05/09/23	MEAD0005 Meadow Valley Electric Inc					681	
23-00461	1	market house led replacement	664.20	01-444-373	Expenditure		88 1	
					Market House, Maintenance of Building			
23-00461	2	cola crossing add receptacle	591.30	01-454-378	Expenditure		89 1	
					Columbia Crossings, Building/Prop Maint.			
23-00461	3	cola crossing add receptacle	513.10	01-454-378	Expenditure		90 1	
					Columbia Crossings, Building/Prop Maint.			
23-00461	4	cola crossing add receptacle	20.00	01-454-378	Expenditure		91 1	
					Columbia Crossings, Building/Prop Maint.			
23-00461	5	cola crossing add receptacle	75.00	01-454-378	Expenditure		92 1	
					Columbia Crossings, Building/Prop Maint.			
			<u>1,863.60</u>					
41744	05/09/23	MONIT005 Monitronics					681	
23-00467	1	battery 12V 7AH	89.94	01-429-188	Expenditure		109 1	
					WWTP, Contracted Services			
41745	05/09/23	MRMWO005 MRM Workers' Comp Fund					681	
23-00481	1	Work Comp-ADMIN	196.68	01-402-195	Expenditure		130 1	
					Employee Workers Compensation Insurance			
23-00481	2	Work Comp-PROPERTY	7.46	01-409-195	Expenditure		131 1	
					Employee Workers Compensation Insurance			
23-00481	3	Work Comp-POLICE	8,794.43	01-410-195	Expenditure		132 1	
					Employee Workers Compensation Insurance			
23-00481	4	Work Comp-CODES	29.84	01-413-195	Expenditure		133 1	
					Employee Workers Compensation Insurance			
23-00481	5	Work Comp-ZONING	14.92	01-414-195	Expenditure		134 1	
					Employee Workers Compensation Insurance			
23-00481	6	Work Comp-HWY PW	4,824.87	01-430-195	Expenditure		135 1	
					Employee Workers Compensation Insurance			
23-00481	7	Work Comp-MRKT HOUSE	7.46	01-444-195	Expenditure		136 1	
					Employee Workers Comp Insurance			
			<u>13,875.66</u>					
41746	05/09/23	MUSSE005 Musser Supply, Inc					681	
23-00445	1	Sikaflex Concrete Caulk	37.76	01-430-200	Expenditure		49 1	
					Operating Supplies			
23-00445	2	Type S Mortar; Solid Block	96.75	01-430-143	Expenditure		50 1	
					Storm Water Supplies			
			<u>134.51</u>					
41747	05/09/23	PATRIOT Patriot Towing & Transport					681	
23-00477	1	Stump Ave Tow-1998 Mitsu Galan	425.00	01-410-317	Expenditure		126 1	
					Contracted Services			
23-00478	1	Tow - 2022 Mitsu Outlander	200.00	01-410-317	Expenditure		127 1	
					Contracted Services			
23-00479	1	Impound - 2014 Dodge Challenge	345.00	01-410-317	Expenditure		128 1	
					Contracted Services			
			<u>970.00</u>					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Num Acct
01	GENERAL FUND	GENERAL FUND	Continued						
41748	05/09/23	PSAB0005 PSAB							681
23-00453	1	05/01/2023-04/30/2024	25.00	01-402-420	Expenditure		67		1
				Dues & Publications					
41749	05/09/23	PSHLI005 PSH Life Lion, LLC							681
23-00460	1	aed pads pediatric	195.02	01-415-220	Expenditure		86		1
				Operating Supplies - PPE/Stock Items					
23-00460	2	aed pads adult	77.70	01-415-220	Expenditure		87		1
				Operating Supplies - PPE/Stock Items					
			272.72						
41750	05/09/23	QUALI010 Quality Digital Office Solutio							681
23-00468	1	admin 3/20/23-4/19/23	150.70	01-402-317	Expenditure		110		1
				Contracted Services					
23-00468	2	temporary fuel surcharge	5.00	01-402-317	Expenditure		111		1
				Contracted Services					
23-00468	3	police 03/20/23-4/19/23	143.45	01-410-317	Expenditure		112		1
				Contracted Services					
			299.15						
41751	05/09/23	RIVER015 River Valley Disposal							681
23-00463	1	3 yd 2 x week 5/1/23-5/31/23	210.00	01-409-365	Expenditure		98		1
				Trash Disposal Services					
23-00463	2	recycling	30.00	01-409-365	Expenditure		99		1
				Trash Disposal Services					
23-00463	3	columbia street cans	343.25	01-409-365	Expenditure		100		1
				Trash Disposal Services					
23-00463	4	fuel surcharg	19.42	01-409-365	Expenditure		101		1
				Trash Disposal Services					
23-00463	5	cb 2 yd 1 x week	64.00	01-409-365	Expenditure		102		1
				Trash Disposal Services					
23-00463	6	3 yd 2 x week 05/1/23-05/31/23	275.75	01-454-377	Expenditure		103		1
				Columbia Crossings, Contracted Services					
23-00463	7	fuel surcharge	8.27	01-454-377	Expenditure		104		1
				Columbia Crossings, Contracted Services					
			950.69						
41752	05/09/23	RUEEN005 Rue Environmental LLC							681
23-00475	1	McGinness Project	4,909.32	18-450-001	Expenditure		124		1
				McGinness Airport Development Project					
41753	05/09/23	SHANK005 Shank Door							681
23-00458	1	edivence room door	2,920.00	01-409-370	Expenditure		83		1
				Maintenance & Repair of Building					
41754	05/09/23	SIGNA005 Signal Service Inc							681
23-00471	1	RWA15 Lancaster Ave & Locust S	130.00	01-433-374	Expenditure		115		1
				Traffic Lights, Maintenance					
23-00471	2	RWA15 Lancaster Ave & Locust S	90.00	01-433-374	Expenditure		116		1
				Traffic Lights, Maintenance					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Num Acct
01	GENERAL FUND	GENERAL FUND	Continued						
41754	Signal Service Inc	Continued							
23-00471	3	RWA15 Lancaster Ave & Locust S	132.00	01-433-374	Expenditure		117	1	
				Traffic Lights, Maintenance					
			352.00						
41755	05/09/23	STBAN005 S&T Bank							681
23-00470	1	20 n 7th st 2023110001050	1,130.23	01-380-001	Revenue		113	1	
				Miscellaneous Revenue					
23-00470	2	643 locust st 2023110000894	1,420.00	01-380-001	Revenue		114	1	
				Miscellaneous Revenue					
			2,550.23						
41756	05/09/23	TACTI005 Tactical wear							681
23-00482	1	Duty clothing/Jack Kopp	1,084.00	01-410-238	Expenditure		137	1	
				Police Uniforms and Dry Cleaning					
41757	05/09/23	TOTAL Total Exterminating Services							681
23-00449	1	41 walnut St Monthly	60.00	01-454-377	Expenditure		57	1	
				Columbia Crossings, Contracted Services					
23-00449	2	41 walnut St Monthly	65.00	01-454-377	Expenditure		58	1	
				Columbia Crossings, Contracted Services					
23-00449	3	41 walnut St Monthly	65.00	01-454-377	Expenditure		59	1	
				Columbia Crossings, Contracted Services					
23-00449	4	15 s 3rd St Monthly	75.00	01-444-317	Expenditure		60	1	
				Market House, Contracted Services					
23-00449	5	15 s 3rd St Monthly	75.00	01-444-317	Expenditure		61	1	
				Market House, Contracted Services					
23-00449	6	308 Locust St 1/2 POLICE	30.00	01-410-317	Expenditure		62	1	
				Contracted Services					
23-00449	7	308 Locust St 1/2 OFFICE	30.00	01-402-317	Expenditure		63	1	
				Contracted Services					
			400.00						
41758	05/09/23	WALTE005 walters Portable Toilets							681
23-00423	1	Rotary Park H/C Portapot	126.00	01-454-455	Expenditure		15	1	
				Maintenance of Parks - Rotary Park					
23-00423	2	Makle Park H/C Portapot	126.00	01-454-451	Expenditure		16	1	
				Maintenance of Parks - Makle Park					
			252.00						
41759	05/09/23	WITME005 WITMER PUBLIC SAFETY GROUP, IN							681
23-00424	1	Ammo	729.65	01-410-201	Expenditure		17	1	
				Police Ammo					
23-00438	1	1 case Federgal Cart. Buckshot	166.15	01-410-376	Expenditure		37	1	
				Maintenance & Repair, Police Vehicles					
			895.80						
41760	05/09/23	YORGE005 Yorgeys Fine Cleaning							681
23-00483	1	Drycleaning - PD 4/16-4/28/23	113.40	01-410-238	Expenditure		138	1	
				Police Uniforms and Dry Cleaning					



Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
01	GENERAL FUND	GENERAL FUND	Continued						
41761	05/09/23	YORKC005 York County SPCA							681
23-00466	1	04/6/2023	280.00	01-413-540 TNR	Expenditure		107		1
23-00466	2	04/20/2023	120.00	01-413-540 TNR	Expenditure		108		1
			<u>400.00</u>						

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	52	0	905,252.46	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>52</u>	<u>0</u>	<u>905,252.46</u>	<u>0.00</u>

21	ARPA FUND	ARPA FUNDS							
1010	05/09/23	LANDS005 Land Studies Inc.							682
23-00469	1	2022 monitoring inspec reporti	1,610.00	21-463-671 Shawnee/Mill St Drainage/Improvements	Expenditure		1		1

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	1	0	1,610.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>1</u>	<u>0</u>	<u>1,610.00</u>	<u>0.00</u>

35	LIQUID FUELS	PLGIT LIQUID FUELS							
594	05/09/23	HIGHW005 Highway Materials							683
23-00425	1	#59740 Various Patchwork	203.70	35-439-085 Current Year Street Paving Projects	Expenditure		1		1
23-00425	2	#59751 Various Patchwork	134.44	35-439-085 Current Year Street Paving Projects	Expenditure		2		1
23-00441	1	#59888 Various Patchwork	270.92	35-439-085 Current Year Street Paving Projects	Expenditure		3		1
23-00441	2	#59931 Various Patchwork	482.60	35-439-085 Current Year Street Paving Projects	Expenditure		4		1
23-00441	3	#59916 Various Patchwork	134.44	35-439-085 Current Year Street Paving Projects	Expenditure		5		1
			<u>1,226.10</u>						

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	1	0	1,226.10	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>1</u>	<u>0</u>	<u>1,226.10</u>	<u>0.00</u>

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	54	0	908,088.56	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>54</u>	<u>0</u>	<u>908,088.56</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	3-01	35,954.63	6,180.81	770,935.20	813,070.64
CAPITAL FUND	3-18	92,181.82	0.00	0.00	92,181.82
American Rescure Plan FUND	3-21	1,610.00	0.00	0.00	1,610.00
HIGHWAY AID FUND	3-35	1,226.10	0.00	0.00	1,226.10
Total of All Funds:		<u>130,972.55</u>	<u>6,180.81</u>	<u>770,935.20</u>	<u>908,088.56</u>

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Totals by Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND BBT	01	35,954.63	6,180.81	770,935.20	813,070.64
CAPITAL FUND	18	92,181.82	0.00	0.00	92,181.82
American Rescure Plan FUND	21	1,610.00	0.00	0.00	1,610.00
HIGHWAY AID FUND	35	1,226.10	0.00	0.00	1,226.10
Total of All Funds:		<u>130,972.55</u>	<u>6,180.81</u>	<u>770,935.20</u>	<u>908,088.56</u>

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND BBT	3-01	35,954.63	0.00	0.00	0.00	35,954.63
CAPITAL FUND	3-18	92,181.82	0.00	0.00	0.00	92,181.82
American Rescure Plan FUND	3-21	1,610.00	0.00	0.00	0.00	1,610.00
HIGHWAY AID FUND	3-35	1,226.10	0.00	0.00	0.00	1,226.10
Total of All Funds:		<u>130,972.55</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>130,972.55</u>

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** 05/9/23

**DEPARTMENT:** Community Development

**TITLE:** HARB Certificate of Appropriateness (COA) Demolition Application for two single family residences located at 154 and 156 South Fifth Street

**SUMMARY:** Consideration of Certificate of Appropriateness (COA) from the applicant, Lancaster County Housing and Redevelopment Authority to demolish two single family residential dwellings. The applicant will be submitting a land development plan at a future date for consideration of new residential construction.

**BACKGROUND AND JUSTIFICATION:** On April 12<sup>th</sup>, 2023, the HARB provided a recommendation for Borough Council to approve the COA for demolition of two single family properties located at 154 and 156 South Fifth Street.

**MOTION:** To consider approval of the Certificate of Appropriateness (COA) from the applicant Lancaster County Housing and Redevelopment Authority for the demolition of properties located at 154 South Fifth Street and 156 South Fifth Street.

**ATTACHMENT(S):**

Demolition Application - Demolition of 154 and 156 South Fifth Street

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** 05/9/23

**DEPARTMENT:** Community Development

**TITLE:** Demolition Application for 154 and 156 South Fifth Street

**SUMMARY:** The applicant, Lancaster County Housing and Redevelopment Authority submitted an application to demolish two single family residential dwellings. The applicant will be submitting a land development plan at a future date for consideration of new residential construction.

**BACKGROUND AND JUSTIFICATION:** On April 18<sup>th</sup>, 2023, the Planning Commission provided a recommendation to council for demolition approval for 154 and 156 South Fifth Street.

**MOTION:** To consider approval of the demolition application from the applicant Lancaster County Housing and Redevelopment Authority to demo two single family properties located at 154 South Fifth Street and 156 South Fifth Street.

**ATTACHMENT(S):**

Demo Application - Demolition of 154 and 156 South Fifth Street



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

AGENDA DATE:              April 12, 2023

TO:                              Historic Architecture Review Board  
RE:                              HARB COA for 154 South Fifth Street  
                                        Permit No.230068 / Account No. 1100831700000

FROM:                         Sharon Cino, Planning & Zoning Manager  
VIA:                             Mark E Stivers, AICP, Borough Manager

TITLE:                         Consideration of a Certificate of Appropriateness (COA) to demolition  
                                        a single-family dwelling located at 154 S. Fifth Street

OWNER/APPLICANT: Lancaster County Land Bank  
                                        28 Penn Square, Suite 200  
                                        Lancaster, PA 17603

Excavating  
Contractor:                    S.A. Way  
                                        3885 Columbia Avenue  
                                        Mountville, PA 17554

PROJECT DESCRIPTION: Demolition of a single- family dwelling located at 154 S. Fifth Street.

PROPERTY DESCRIPTION: The property located at 154 South Fifth Street is constructed circa 1870 and includes and is a Vernacular historic style architecture. This 2 story 3 bay frame townhouse includes a gabled roof located on a plain wooden box cornice with a wooden porch.

§ 130-18 **Demolition of buildings.**

- A. No existing building or enclosed portion of such building within the historic district shall be demolished, razed or otherwise permanently destroyed in whole or in part unless there are no reasonable alternatives available.
- B. No building subject to Subsection A hereof shall be demolished or razed in whole or in part **unless one or more of the following standards is satisfied, in the judgment of Borough Council after considering the recommendation of the HARB:**



- (1) *The building does not contribute to the historical or architectural significance of the historic district as determined by HARB in accordance with National Register criteria;*
  - (2) *The applicant proves by credible evidence that no reasonable beneficial use of the building is possible, and that such situation is not the result of intentional neglect by the current owner;*
  - (3) *In accordance with Article VIII, § 130-28, the applicant proves by credible evidence that the denial of the demolition would result in an unreasonable economic hardship to the owner, which hardship was not self-created.*
- C. The burden of proof shall be on the applicant. The HARB or the Borough Council may require the applicant to submit written documentation and/or expert testimony regarding the applicant's claims.

**STAFF RECOMMENDATION:** Staff recommends approval of the COA to demolish the single-family property located at 154 S. Fifth Street.





# Borough of Columbia ZONING /HARB REVIEW

3/27/23

**Date of Application**

**Check List:** Your completed application should include:

- HARB Letter of Intent (LOI)
- Plot Plan Drawings
- Elevation Drawings
- Photographs
- Brochure or Catalog Cut
- Material Sample
- Other (specify):

**PLEASE PRINT OR WRITE LEGIBLY**

1. **Owner's Name:** Lancaster County Land Bank Authority

If applicant is not the equitable owner of the property, indicate:

Owner's Agent/Representative       Other \_\_\_\_\_

Letter Submitted by Property Owner, authorizing Agent/Representative to act: \_\_\_\_\_

Street Address: 28 Penn Square, Suite 200

Mailing Address (if different): \_\_\_\_\_

City: Lancaster      State: PA      Zip: 17603

Phone (daytime): 717-394-0793 x232      Email: skrumpe@lchra.com

2. **Street Address of Property to be Reviewed (if different):** 154 South Fifth Street

3. **Contractor's Name:** S.A. Way Plumbing & Heating

Street Address: 3885 Columbia Avenue

Mailing Address (if different): \_\_\_\_\_

City: Mountville      State: PA      Zip: 17554

Phone (daytime): 717-285-2333      Email: saway28@yahoo.com

4. **Architect/Engineer (if applicable):** \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

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

Phone (daytime): \_\_\_\_\_      Email: \_\_\_\_\_

5. **Property Use (Check all that apply):**

- Single Family Residence
- Multi-Family Residence
- Office
- Commercial/Retail
- Industrial
- Institutional
- Vacant

**Particular Building Type:**

- single, detached
- duplex
- row
- apartment building
- warehouse
- other: \_\_\_\_\_

**Property Data (if unknown, leave blank)**

1. Date building constructed:

2. Date of additions/alterations:

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

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

Demolish severely fire-damaged properties at 154 South Fifth Street.  
 After demolition activities are completed, the Land Bank will construct new housing units according to attached conceptual site plan.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

7. **Costs**

Estimate the total cost of the alteration(s): \$44,856.48

8. **Date of Review**

Date of meeting at which application will be reviewed:

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

9. Signature of Owner:  Date: 3.27.23

10. Signature of Zoning Official: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant was given:

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

**Official Use Only**

Date of site visit: \_\_\_\_\_

**Property Description (building inventory data sheet)**

Historic Function: \_\_\_\_\_ Particular Type: \_\_\_\_\_ Current Function: \_\_\_\_\_

Architectural Style: \_\_\_\_\_

Exterior Materials: \_\_\_\_\_

Structural System: \_\_\_\_\_ Foundation: \_\_\_\_\_

Bays: \_\_\_\_\_ Stories: \_\_\_\_\_

Roof Pitch: \_\_\_\_\_ Roof Materials: \_\_\_\_\_ Roof/Wall Junction: \_\_\_\_\_

Dormers: \_\_\_\_\_ Chimney: \_\_\_\_\_

Porch: \_\_\_\_\_ Porch Support: \_\_\_\_\_

General Condition: \_\_\_\_\_ Integrity: \_\_\_\_\_

BOROUGH OF COLUMBIA, PA  
DEMOLITION PERMIT APPLICATION

HARB - 4-12  
P.C.  
B.C.

APPENDIX A  
APPLICATION FOR CONSIDERATION OF ZONING PERMIT

ZONING PERMIT APPLICATION #

DATE OF RECEIPT/FILING: 3-15-23

The undersigned hereby applies for approval under the Borough of Columbia Demolition Permit Ordinance, Chapter 105, of the demolition permit request contained herein:

1. BUILDING/STRUCTURE/VEGETATIVE SCREENING/IMPERVIOUS SURFACE TO BE DEMOLISHED:

154 South Fifth Street, 156 South Fifth Street

2. DATE WHEN DEMOLITION TO COMMENCE: A.S.A.P.

3. TIME DEMOLITION TO OCCUR: 8-4 PM

4. INTENDED USE OF PROPERTY FOLLOWING DEMOLITION:

- A. VACANT LOT: \_\_\_\_\_
- B. SINGLE FAMILY HOME: 2
- C. MULTI-FAMILY HOME: \_\_\_\_\_
- D. MOBILE HOME: \_\_\_\_\_
- E. COMMERCIAL: \_\_\_\_\_
- F. INDUSTRIAL: \_\_\_\_\_
- G. INSTITUTIONAL: \_\_\_\_\_
- H. OTHER (PLEASE SPECIFY): \_\_\_\_\_

5. CUBIC FOOTAGE OF BUILDING/STRUCTURE/VEGETATIVE SCREENING/IMPERVIOUS SURFACE: 1226 sq ft

6. NAME OF APPLICANT: S.A. WAY.  
ADDRESS: PO Box 31 mountville PA 17854  
PHONE NUMBER: 717-285-2233 Cell 717-629-5727  
FAX: 717-285-7286  
E-MAIL ADDRESS: S.A.WAY.28@YAHOO.COM

7. NAME OF OWNER (IF DIFFERENT FROM APPLICANT): Lancaster County  
ADDRESS: LAND BANK Bldg 404  
2B PENN SQ REC. Suite 200  
LANCA PA 17603  
PHONE: 717 394 0793 x232

8. NAME OF COMPANY TO PERFORM DEMOLITION: SAWAY  
ADDRESS: PO BOX 31  
mountville PA 17551  
PHONE: 717-285-2323 FAX: 717-285-7226 E-MAIL: SAWAY28@YAHOO.COM  
CONTACT PERSON: SEAN WAY

9. HAS A PLAN BEEN SUBMITTED PURSUANT TO THE BOROUGH OF COLUMBIA SUB-DIVISION AND LAND DEVELOPMENT ORDINANCE?

YES: ✓

NO (PLEASE EXPLAIN): \_\_\_\_\_

10. HAS A PLAN FOR PROPOSED USE BEEN SUBMITTED TO THE ZONING OFFICER FOR APPROVAL?

YES: ✓

NO (PLEASE EXPLAIN): \_\_\_\_\_

11. HAS A PLAN BEEN SUBMITTED TO PA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR APPROVAL (COMMERCIAL BUILDINGS ONLY)?

YES: \_\_\_\_\_

NO (PLEASE EXPLAIN): \_\_\_\_\_

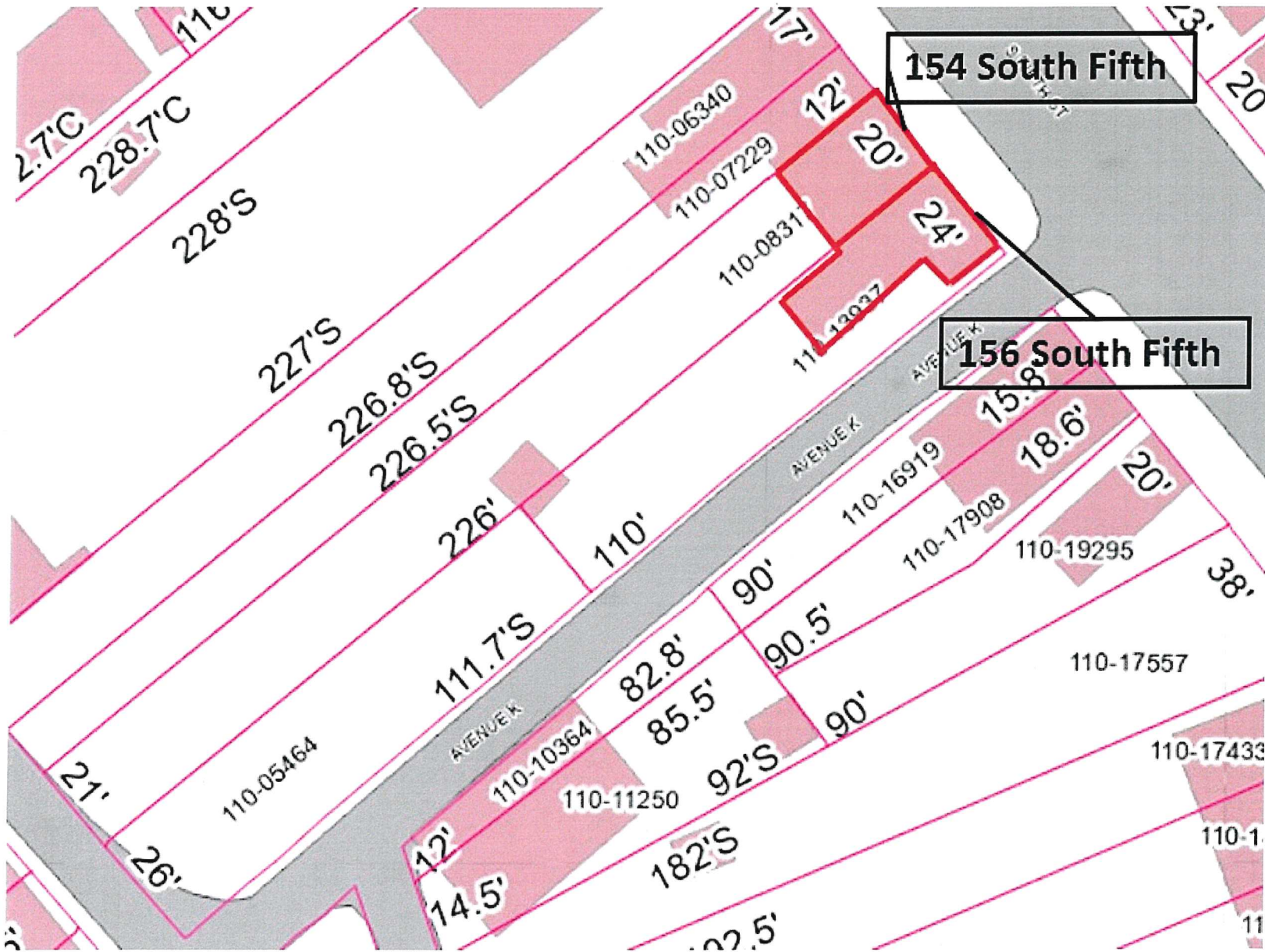
The undersigned hereby represents that, to the best of his knowledge, information and belief, all information listed above is true, correct and complete.

By signing this application, the undersigned hereby agrees to abide by the Columbia Borough Demolition Ordinance, Chapter 105, and any and all other applicable local, state and federal regulations and ordinances.

DATE: 3-15-23

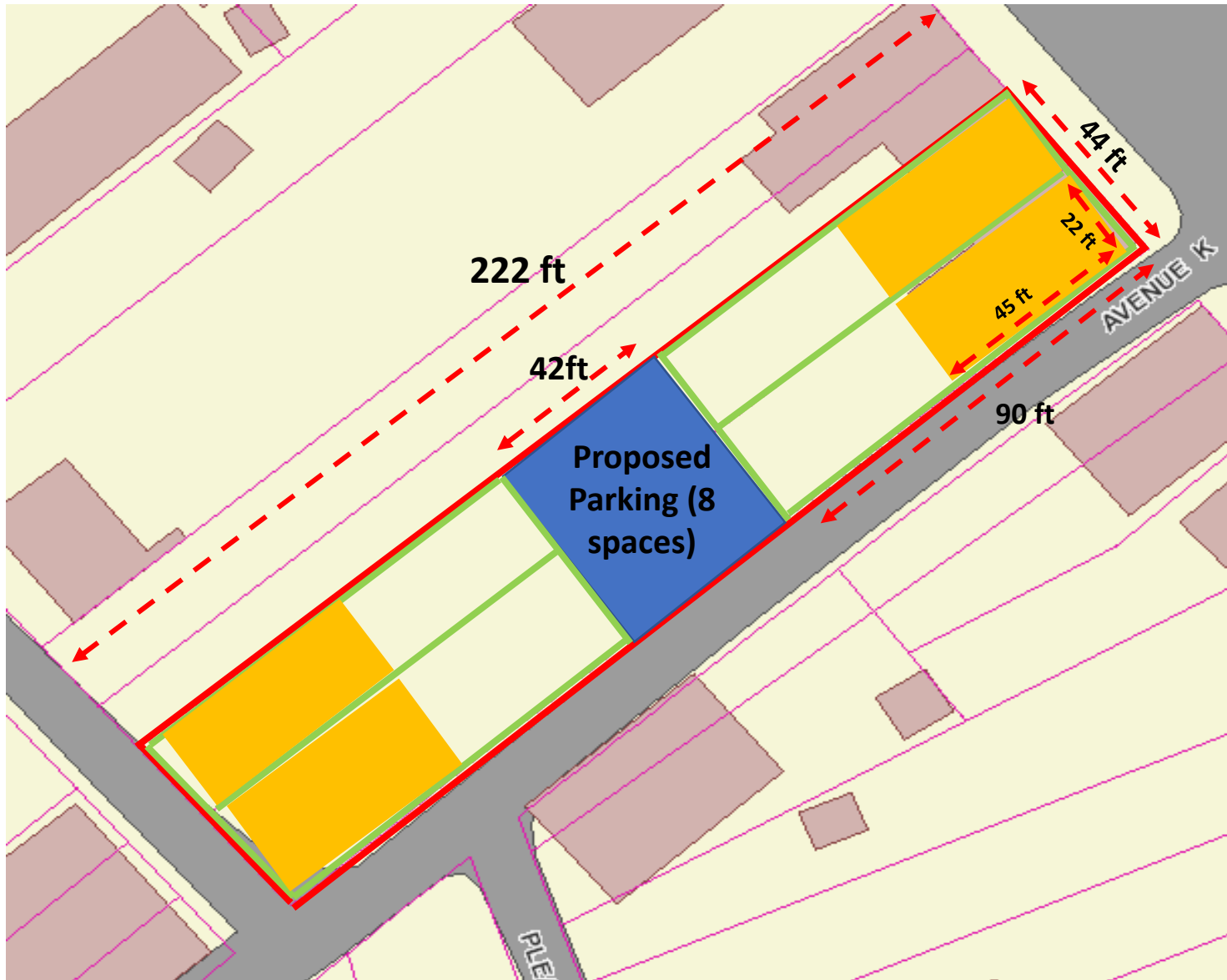
  
\_\_\_\_\_  
SIGNATURE OF LANDOWNER OR REPRESENTATIVE

# 5<sup>th</sup> Street Structures to be Demolished



# 154 + 156 South Fifth Street: *Conceptual Site Plan*

Please note that this is only a preliminary conceptual site plan. A subdivision and land development plan will be provided at a later time for review by the Columbia Borough Planning Commission.



- Housing Unit
- Parking
- Parcel Area
- Total Development Area

- Total area = 9,768ft<sup>2</sup>
- 4 parcels total, each containing 1 housing unit
  - Each parcel and housing unit will occupy the same square footage
    - 1 Parcel = 1,980ft<sup>2</sup>
    - 1 Housing unit = 990ft<sup>2</sup>
- Each parcel will have 462ft<sup>2</sup> in additional area (2 spaces per parcel) for parking
  - 1,848ft<sup>2</sup> total for parking
- 59% of total lot area is proposed impervious coverage (units and parking)
- Total area (parking, unit, and remaining lot area) = 2,442ft<sup>2</sup> per parcel
  - If necessary based on parcel area, the Land Bank will seek approval through Columbia's Zoning Ordinance *Section 220-27: Flexible residential development option*

# Letter of Intent

**Sharon Cino**

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**From:** Sean Krumpe <skrumpe@lchra.com>  
**Sent:** Wednesday, March 15, 2023 1:13 PM  
**To:** Sharon Cino  
**Subject:** Demolition Permit Site Plan and Narrative  
**Attachments:** 154 and 156 Demolition Site Plan.pdf

Good afternoon Sharon,

Attached is a site plan for the area of new development after the demolition is completed at 154 and 156 South Fifth.

Obviously, more detailed elevations and site plans will be prepared by an architect as the Land Bank seeks the actual building permits, but as we discussed during the Land Bank meeting this past Monday, this should cover the demolition side. The demolition contractor we are working with, SA Way, will submit the remaining demolition permit materials. Here is a brief narrative of the Land Bank's plans for after the demolition is complete:

"After demolition activities are completed at 154 and 156 South Fifth Street, the Lancaster County Land Bank Authority will hold the cleared parcels and seek Subdivision and Land Development approvals to subdivide the large rectangular lot into four separate parcels. We will propose that each of these parcels contain one housing unit (totaling four). Two of the housing units will front South Fifth Street in a similar way to the existing structures, while the other two units will front Church Avenue. Each of the four parcels and housing units will occupy equal square footage (see proposed demolition site plan). The Lancaster County Land Bank Authority will contract with an architectural firm to develop detailed site plans and elevations after demolition activities are completed."

Please let me know if you have any questions.

Sean Krumpe  
Acquisition and Rehabilitation Program Coordinator



**Phone:** 717.394.0793 x 232  
**Email:** [skrumpe@lchra.com](mailto:skrumpe@lchra.com)

28 Penn Square, Suite 200 | Lancaster, PA 17603

Visit: [www.lchra.com](http://www.lchra.com)

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S.A. WAY  
P. O. BOX 31, MOUNTVILLE, PA 17554  
(717) 285-2333  
(717) 285-7286 (FAX)  
HIC #19847

PROPOSAL SUBMITTED TO:

Land Bank Authority  
28 Penn Square  
Suite 200  
Lancaster PA 17603

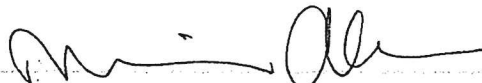
JOB: 154-156 S Fifth st Columbia

We hereby propose labor and material for the completion of:

- 1 Demolish Both structures and disposal of material
- 2 Remove foundation walls leaving foundation at alley and again at side of 152
- 3 Back fill hole with 2-a stone and tamp
- 4 There is no repairs to 152 other then weather tight to side where 154 is raze at
- 5 Cap off sewer and water in side walk
- 6 Back fill with stone and replace side walk where removed
- 7 top and seed where homes are razed
- 8 Remove fence and shed in rear of homes
- 9 There is no asbestos removal in bid
- 10 S.A.WAY Will supply all permits for the demo
- 11 There is no engineered plans for demo in bid
- 12 Secure site at end of each work day and while work is being done

TOTAL: \$44,856.48

TERMS: \$ 22428.24 when homes are down and material removed balance upon  
completion of job

ACCEPTANCE:  DATE: 3-1-23





LANCASTER COUNTY  
**Land Bank  
Authority**  
SUPPORTED BY THE LANCASTER COUNTY  
REDEVELOPMENT AUTHORITY

March 3, 2023

**Subject:** Demolition of Structures

**Properties to be Demolished:**

- 154 South Fifth Street, Columbia, PA 17512
- 156 South Fifth Street, Columbia, PA 17512

Dear Resident,

This is to advise you that from March 20, 2023, to May 20, 2023, we will be performing demolition work on the above properties, located near yours.

**If you have any questions, please contact:**

Sean Krumpe

Phone: 717.394.0793 x 232

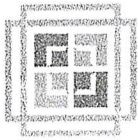
Email: [skrumpe@lchra.com](mailto:skrumpe@lchra.com)

*Sean Krumpe*

Thank you,

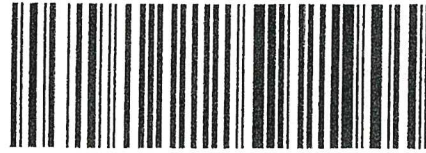
Lancaster County Land Bank Authority

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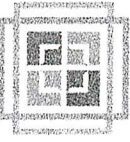
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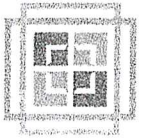


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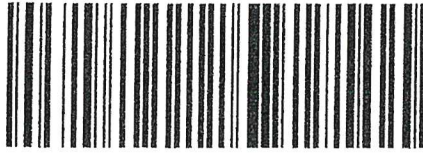
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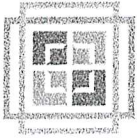
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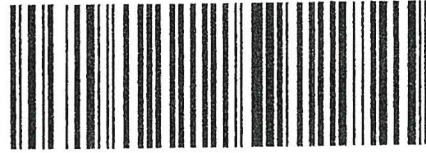
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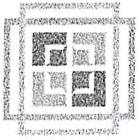
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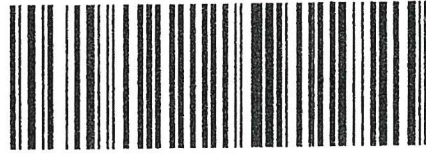
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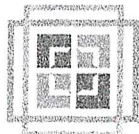
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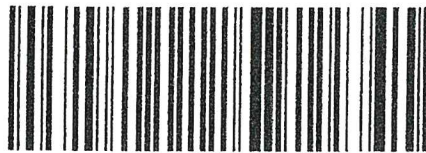
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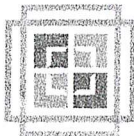
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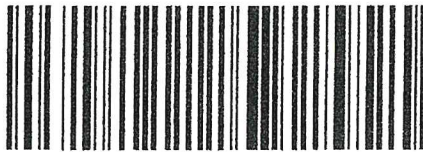




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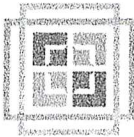
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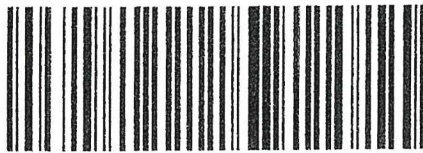
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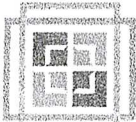


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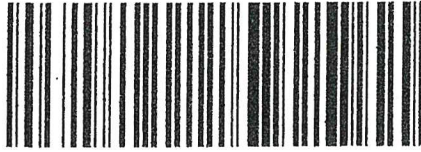
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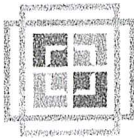
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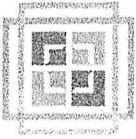
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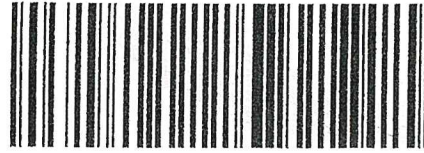
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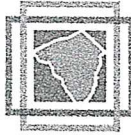
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LANCASTER COUNTY

**Land Bank  
Authority**

SUPPORTED BY THE LANCASTER COUNTY  
REDEVELOPMENT AUTHORITY

March 6, 2023

Subject: Demolition of Buildings – Utility Notification

Property to be Demolished:

- 154 South Fifth Street, Columbia, PA 17512
- 156 South Fifth Street, Columbia, PA 17512

Dear Utility Provider,

This is to advise you that we will be performing demolition work on the above properties. We are notifying you because you have been listed as having a utility connected to these properties. We are asking that you disconnect the utility and send a release to the contact listed below stating that the utility's service connections have been disconnected, and that all appurtenant equipment has been removed, sealed, and plugged in a safe manner. If you need assistance accessing the properties to do this, please reach out to the contact listed below.

If you have any questions, please contact:

Sean Krumpe

Phone: 717.394.0793 x 232

Email: [skrumpe@lchra.com](mailto:skrumpe@lchra.com)

*Sean Krumpe*

Thank you,

Lancaster County Land Bank Authority

From: Dollinger, Brian M [bdollinger@ugi.com](mailto:bdollinger@ugi.com)  
Subject: Gas Service Cut Off  
Date: Mar 7, 2023 at 5:13:17 PM  
To: [saway28@yahoo.com](mailto:saway28@yahoo.com)

---

Sean,

It is understood that you have been contracted to perform the demolitions of the properties at 154 and 156 S. 5<sup>th</sup> St in Columbia PA. UGI will have a crew available to disconnect/ abandon the gas services to these properties in the 3<sup>rd</sup> week of April of this year. If you have any questions or concerns, please feel free to reach out to me.

Thank you,

Brian Dollinger  
[bdollinger@ugi.com](mailto:bdollinger@ugi.com)  
Office- (717) 255-1410  
Cell- (610) 721-4571

**i'llbethere**

*"I take the time to perform my work safely, every day.  
My family, my co-workers, and my customers are depending on me.  
I stand vigilant and when called upon...i'llbethere."*



Energy to do more\*



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BOROUGH OF COLUMBIA, PA  
DEMOLITION PERMIT APPLICATION

HARB - 4-12  
P.C.  
B.C.

APPENDIX A  
APPLICATION FOR CONSIDERATION OF ZONING PERMIT

ZONING PERMIT APPLICATION #

DATE OF RECEIPT/FILING: 3-15-23

The undersigned hereby applies for approval under the Borough of Columbia Demolition Permit Ordinance, Chapter 105, of the demolition permit request contained herein:

1. BUILDING/STRUCTURE/VEGETATIVE SCREENING/IMPERVIOUS SURFACE TO BE DEMOLISHED:

154 South Fifth Street, 156 South Fifth Street

2. DATE WHEN DEMOLITION TO COMMENCE: A.S.A.P.

3. TIME DEMOLITION TO OCCUR: 8-4 Pm

4. INTENDED USE OF PROPERTY FOLLOWING DEMOLITION:

- A. VACANT LOT: \_\_\_\_\_
- B. SINGLE FAMILY HOME: 2
- C. MULTI-FAMILY HOME: \_\_\_\_\_
- D. MOBILE HOME: \_\_\_\_\_
- E. COMMERCIAL: \_\_\_\_\_
- F. INDUSTRIAL: \_\_\_\_\_
- G. INSTITUTIONAL: \_\_\_\_\_
- H. OTHER (PLEASE SPECIFY): \_\_\_\_\_

5. CUBIC FOOTAGE OF BUILDING/STRUCTURE/VEGETATIVE SCREENING/IMPERVIOUS SURFACE: 1226 ft<sup>2</sup>

6. NAME OF APPLICANT: S.A. WAY.

ADDRESS: PO Box 31 mountville PA 17854

PHONE NUMBER: 717-285-2233 Cell 717-629-5727

FAX: 717-285-7286

E-MAIL ADDRESS: S.A.WAY.28@YAHOO.COM

7. NAME OF OWNER (IF DIFFERENT FROM APPLICANT): Lancaster County

ADDRESS: LAND BANK Bldg 404

2B PENN SQ REC. Suite 200

LANCA PA 17603

PHONE: 717 394 0793 x232

8. NAME OF COMPANY TO PERFORM DEMOLITION: SAWAY  
ADDRESS: PO BOX 31  
mountville PA 17558  
PHONE: 717-285-2333 FAX: 717-285-7226 E-MAIL: SAWAY28@YAHOO.COM  
CONTACT PERSON: SEAN WAY

9. HAS A PLAN BEEN SUBMITTED PURSUANT TO THE BOROUGH OF COLUMBIA SUB-DIVISION AND LAND DEVELOPMENT ORDINANCE?

YES:

NO (PLEASE EXPLAIN): \_\_\_\_\_

10. HAS A PLAN FOR PROPOSED USE BEEN SUBMITTED TO THE ZONING OFFICER FOR APPROVAL?

YES:

NO (PLEASE EXPLAIN): \_\_\_\_\_

11. HAS A PLAN BEEN SUBMITTED TO PA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR APPROVAL (COMMERCIAL BUILDINGS ONLY)?

YES:

NO (PLEASE EXPLAIN): \_\_\_\_\_

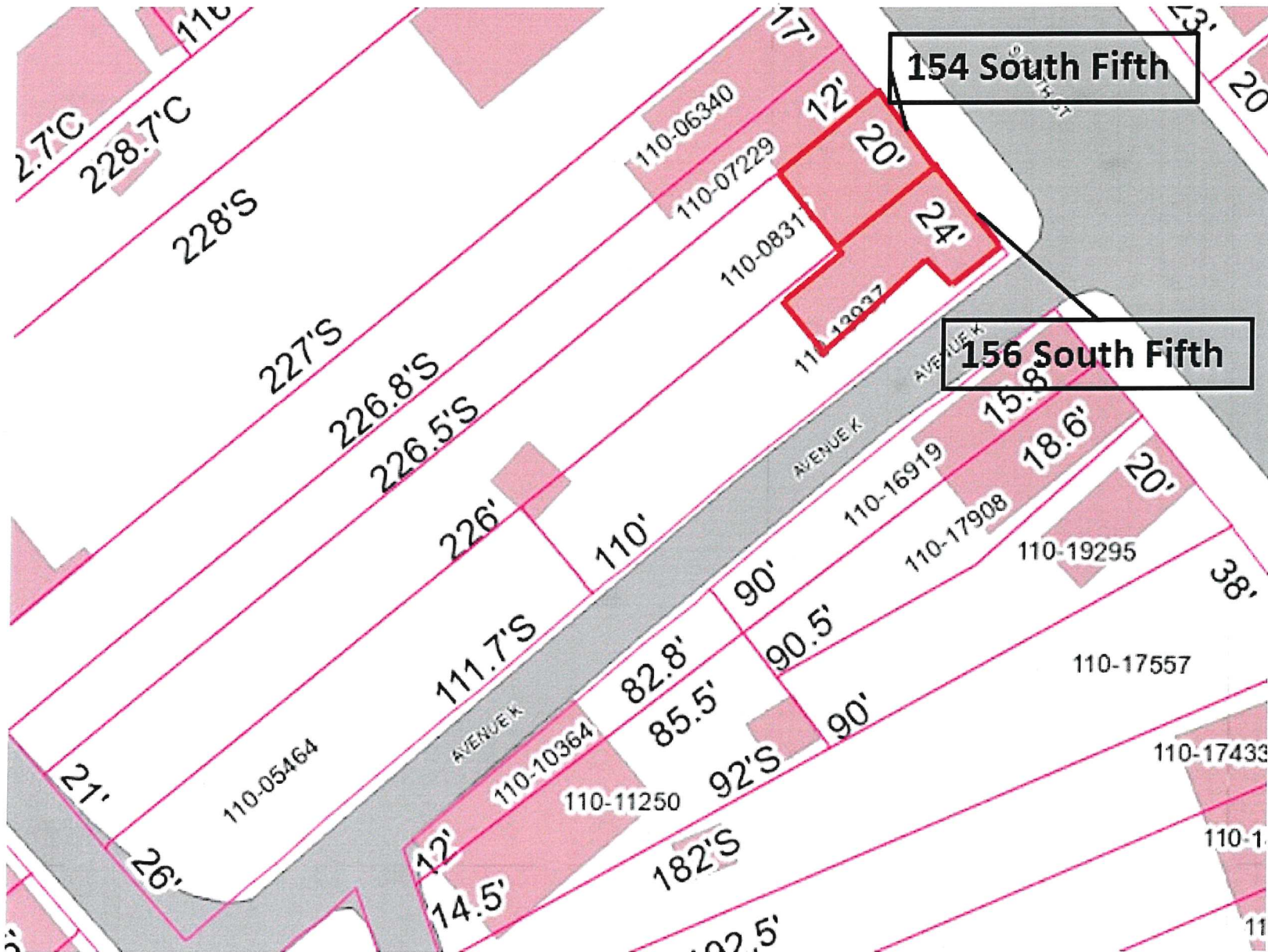
The undersigned hereby represents that, to the best of his knowledge, information and belief, all information listed above is true, correct and complete.

By signing this application, the undersigned hereby agrees to abide by the Columbia Borough Demolition Ordinance, Chapter 105, and any and all other applicable local, state and federal regulations and ordinances.

DATE: 3-15-23

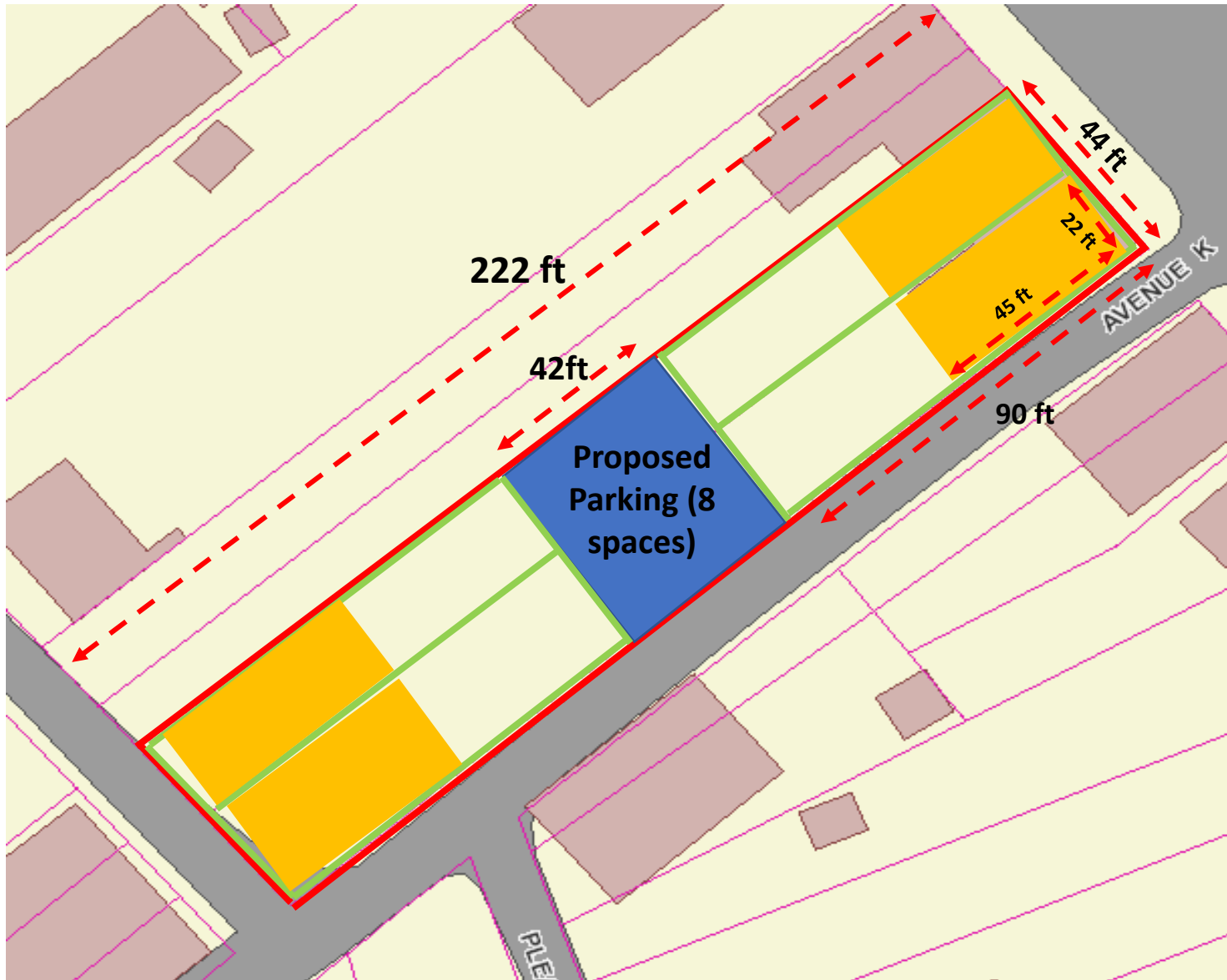
  
\_\_\_\_\_  
SIGNATURE OF LANDOWNER OR REPRESENTATIVE

# 5<sup>th</sup> Street Structures to be Demolished



# 154 + 156 South Fifth Street: *Conceptual Site Plan*

Please note that this is only a preliminary conceptual site plan. A subdivision and land development plan will be provided at a later time for review by the Columbia Borough Planning Commission.



- Housing Unit
- Parking
- Parcel Area
- Total Development Area

- Total area = 9,768ft<sup>2</sup>
- 4 parcels total, each containing 1 housing unit
  - Each parcel and housing unit will occupy the same square footage
    - 1 Parcel = 1,980ft<sup>2</sup>
    - 1 Housing unit = 990ft<sup>2</sup>
- Each parcel will have 462ft<sup>2</sup> in additional area (2 spaces per parcel) for parking
  - 1,848ft<sup>2</sup> total for parking
- 59% of total lot area is proposed impervious coverage (units and parking)
- Total area (parking, unit, and remaining lot area) = 2,442ft<sup>2</sup> per parcel
  - If necessary based on parcel area, the Land Bank will seek approval through Columbia's Zoning Ordinance *Section 220-27: Flexible residential development option*

# Letter of Intent

**Sharon Cino**

---

**From:** Sean Krumpe <skrumpe@lchra.com>  
**Sent:** Wednesday, March 15, 2023 1:13 PM  
**To:** Sharon Cino  
**Subject:** Demolition Permit Site Plan and Narrative  
**Attachments:** 154 and 156 Demolition Site Plan.pdf

Good afternoon Sharon,

Attached is a site plan for the area of new development after the demolition is completed at 154 and 156 South Fifth.

Obviously, more detailed elevations and site plans will be prepared by an architect as the Land Bank seeks the actual building permits, but as we discussed during the Land Bank meeting this past Monday, this should cover the demolition side. The demolition contractor we are working with, SA Way, will submit the remaining demolition permit materials. Here is a brief narrative of the Land Bank's plans for after the demolition is complete:

"After demolition activities are completed at 154 and 156 South Fifth Street, the Lancaster County Land Bank Authority will hold the cleared parcels and seek Subdivision and Land Development approvals to subdivide the large rectangular lot into four separate parcels. We will propose that each of these parcels contain one housing unit (totaling four). Two of the housing units will front South Fifth Street in a similar way to the existing structures, while the other two units will front Church Avenue. Each of the four parcels and housing units will occupy equal square footage (see proposed demolition site plan). The Lancaster County Land Bank Authority will contract with an architectural firm to develop detailed site plans and elevations after demolition activities are completed."

Please let me know if you have any questions.

Sean Krumpe  
Acquisition and Rehabilitation Program Coordinator



**Phone:** 717.394.0793 x 232  
**Email:** [skrumpe@lchra.com](mailto:skrumpe@lchra.com)

28 Penn Square, Suite 200 | Lancaster, PA 17603

Visit: [www.lchra.com](http://www.lchra.com)

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S.A. WAY  
P. O. BOX 31, MOUNTVILLE, PA 17554  
(717) 285-2333  
(717) 285-7286 (FAX)  
HIC #19847

PROPOSAL SUBMITTED TO:

Land Bank Authority  
28 Penn Square  
Suite 200  
Lancaster PA 17603

JOB: 154-156 S Fifth st Columbia

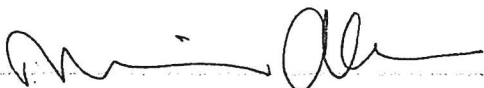
We hereby propose labor and material for the completion of:

- 1 Demolish Both structures and disposal of material
- 2 Remove foundation walls leaving foundation at alley and again at side of 152
- 3 Back fill hole with 2-a stone and tamp
- 4 There is no repairs to 152 other then weather tight to side where 154 is raze at
- 5 Cap off sewer and water in side walk
- 6 Back fill with stone and replace side walk where removed
- 7 top and seed where homes are razed
- 8 Remove fence and shed in rear of homes
- 9 There is no asbestos removal in bid
- 10 S.A.WAY Will supply all permits for the demo
- 11 There is no engineered plans for demo in bid
- 12 Secure site at end of each work day and while work is being done

TOTAL: \$44,856.48

TERMS: \$ 22428.24 when homes are down and material removed balance upon  
completion of job

ACCEPTANCE:



DATE:

3-1-23



LANCASTER COUNTY  
**Land Bank  
Authority**  
SUPPORTED BY THE LANCASTER COUNTY  
REDEVELOPMENT AUTHORITY

March 3, 2023

**Subject:** Demolition of Structures

**Properties to be Demolished:**

- 154 South Fifth Street, Columbia, PA 17512
- 156 South Fifth Street, Columbia, PA 17512

Dear Resident,

This is to advise you that from March 20, 2023, to May 20, 2023, we will be performing demolition work on the above properties, located near yours.

**If you have any questions, please contact:**

Sean Krumpe

Phone: 717.394.0793 x 232

Email: [skrumpe@lchra.com](mailto:skrumpe@lchra.com)

*Sean Krumpe*

Thank you,

Lancaster County Land Bank Authority

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LANCASTER COUNTY  
Redevelopment  
Authority

28 Penn Square • Suite 200 • Lancaster, PA 17603-4297



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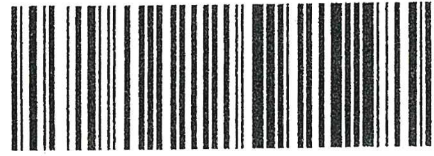




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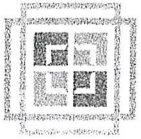


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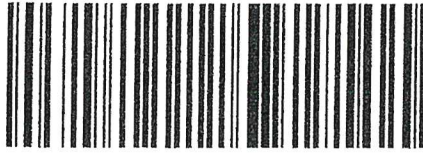
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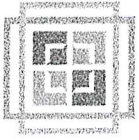
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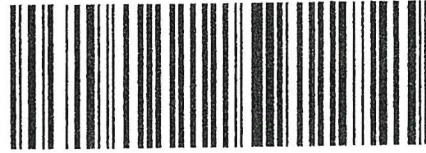
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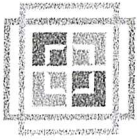
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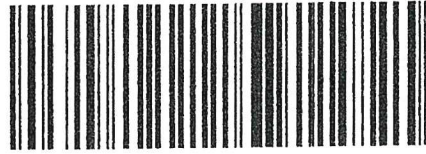
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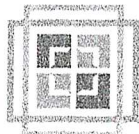
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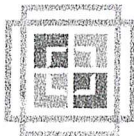
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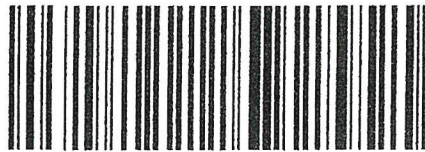
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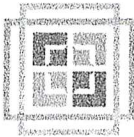
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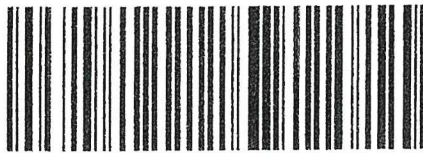
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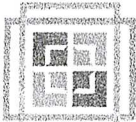
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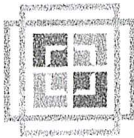
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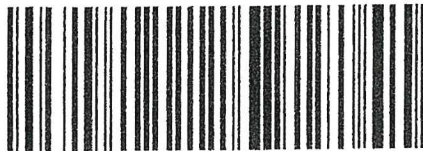
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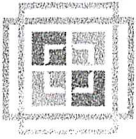
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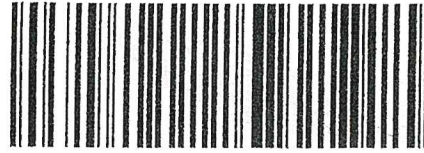
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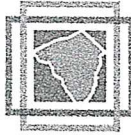
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PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



LANCASTER COUNTY

**Land Bank  
Authority**

SUPPORTED BY THE LANCASTER COUNTY  
REDEVELOPMENT AUTHORITY

March 6, 2023

Subject: Demolition of Buildings – Utility Notification

Property to be Demolished:

- 154 South Fifth Street, Columbia, PA 17512
- 156 South Fifth Street, Columbia, PA 17512

Dear Utility Provider,

This is to advise you that we will be performing demolition work on the above properties. We are notifying you because you have been listed as having a utility connected to these properties. We are asking that you disconnect the utility and send a release to the contact listed below stating that the utility's service connections have been disconnected, and that all appurtenant equipment has been removed, sealed, and plugged in a safe manner. If you need assistance accessing the properties to do this, please reach out to the contact listed below.

If you have any questions, please contact:

Sean Krumpe

Phone: 717.394.0793 x 232

Email: [skrumpe@lchra.com](mailto:skrumpe@lchra.com)

*Sean Krumpe*

Thank you,

Lancaster County Land Bank Authority

From: Dollinger, Brian M [bdollinger@ugi.com](mailto:bdollinger@ugi.com)  
Subject: Gas Service Cut Off  
Date: Mar 7, 2023 at 5:13:17 PM  
To: [saway28@yahoo.com](mailto:saway28@yahoo.com)

---

Sean,

It is understood that you have been contracted to perform the demolitions of the properties at 154 and 156 S. 5<sup>th</sup> St in Columbia PA. UGI will have a crew available to disconnect/ abandon the gas services to these properties in the 3<sup>rd</sup> week of April of this year. If you have any questions or concerns, please feel free to reach out to me.

Thank you,

Brian Dollinger  
[bdollinger@ugi.com](mailto:bdollinger@ugi.com)  
Office- (717) 255-1410  
Cell- (610) 721-4571

**i'llbethere**

*"I take the time to perform my work safely, every day.  
My family, my co-workers, and my customers are depending on me.  
I stand vigilant and when called upon...i'llbethere."*



Energy to do more\*



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# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** May 9, 2023

**DEPARTMENT:** Community Development

**TITLE:** Majik Appliance Store LD Plan Security Release

**SUMMARY:** Security Release

**BACKGROUND AND JUSTIFICATION:** C.S. Davidson has reviewed the public security release request provided by Mack Engineering, Inc. for the improvements to the Majik Appliance Store. CSD recommends the remaining public improvement security amount of \$16,890.50 be released.

**MOTION:** Move to approve the release of all remaining public security in the amount of \$16,890.50 for the Majik Appliance Store Project.

## FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0

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

Account Number	Account Description	FY23 Budget	Current Balance	Agenda Expenditure	Balance
01-250-304	921 Lancaster Avenue ESCROW	N/A	16,890.50	16,890.50	0.00

C. Legal Review: N/A

## ATTACHMENT(S):

- Security Release dated 5/3/2023



**C.S. DAVIDSON, INC.**  
100 YEARS

38 North Duke Street, York, PA 17401 | (717) 846-4805  
50 West Middle Street, Gettysburg, PA 17325 | (717) 337-3021  
315 West James Street, Suite 102, Lancaster, PA 17603 | (717) 481-2991

May 3, 2023

Mark Stivers, Borough Manager  
Borough of Columbia  
308 Locust Street  
Columbia, PA 17512

Re: Majik Appliance Store  
**Security Release (Final)**  
Columbia Borough, Lancaster County, PA  
Engineer's Project No. 3981.3.13.04

Dear Mark:

I have received a request for reduction of the public improvements security for the above-referenced project. The original security was posted in an amount equal to **\$16,890.50**. Based on our review, we have determined the entire amount of public security can be released as construction has been completed.

If you have any questions or comments, please contact me at (717) 846-4805 or [dj@csdavidson.com](mailto:djr@csdavidson.com).

Respectfully,

  
Derek J. Rinaldo, E.I.T.

DJR/cah  
Copy: File

K:\398131304\Correspondence\Letters-Reports\Security\2023-05-03 Security Release.docx



**LANCASTER AREA SEWER AUTHORITY**

**MINUTES OF REGULAR MEETING**

**March 23, 2023**

The Regular Board Meeting of the Lancaster Area Sewer Authority was held on March 23, 2023, at 130 Centerville Road, Lancaster, Pennsylvania.

The following Board members were present in person: Barry Smith, Nick Sahd, Ed Fisher, Tom Huber, and Derrick Millhouse. Board member Bill Laudien was present via Zoom. Others present in person were Rob Linthicum of RK&K and Mark Bottin of Hazen and Sawyer. Ed Barboe of Hazen and Sawyer was present via Zoom. LASA staff present in person included Mike Kyle, Kristin Green, Scot Fertich, Mike Lehman, Brian Wilcox, John Vilga and Don DeClementi.

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 February 23, 2023. Mr. Fisher moved to approve the minutes of the meeting of February 23, 2023, and the disposition of the recordings of the meeting of February 23, 2023, in accordance with the Resolution passed April 28, 2022. Mr. Sahd seconded the motion, the Board unanimously approved.

Mr. Kyle, Executive Director of the Authority recommended award of the contract to purchase a John Deere utility tractor. Mr. Sahd moved to award the contract to purchase a John Deere utility tractor and implements from Deere & Company through the COSTARS program, at a total cost of \$34,110.30. Mr. Huber seconded the motion, and the Board unanimously approved.

Mr. Kyle recommended award of the contract to purchase sodium hypochlorite from Univar and polyaluminum chloride from USALCO. Mr. Huber moved to award the contract to

purchase sodium hypochlorite from Univar at a cost of \$2.05/gallon and polyaluminum chloride from USALCO at cost of \$3.1328/gallon through the Lancaster County Purchasing Co-op. Mr. Sahd seconded the motion, the Board unanimously approved.

Mr. Kyle recommended approval to purchase CL-26 polymer from Pollu-Tech, Inc. Mr. Millhouse moved to approve the contract to purchase CL-26 polymer from Pollu-Tech, Inc. through the COSTARS program, at a cost of \$1.77/pound. Mr. Huber seconded the motion, and the Board unanimously approved.

Mr. Kyle recommended award of the LASA farm management services contract to TeamAg. Mr. Sahd moved to award the LASA farm management services contract to TeamAg, at a total cost not to exceed \$4,515.00. Mr. Huber seconded the motion, the Board unanimously approved.

Mr. Kyle recommended award of the nutrient credit solicitation assistance contract to Material Matters. Mr. Fisher moved to award the nutrient credit solicitation assistance contract to Material Matters, at a total cost not to exceed \$14,000.00. Mr. Huber seconded the motion, the Board unanimously approved.

Mr. Kyle recommended award of the contract to sell LASA's surplus 2005 Ford Escape XLS four-wheel drive to Mike Ford. Mr. Millhouse moved to award the contract to sell LASA's surplus 2005 Ford Escape XLS four wheel drive through the Municibid on-line government auctions site, to the highest bidder Mike Ford for a total of \$3,557.00. Mr. Fisher seconded the motion, the Board unanimously approved.

Mr. Kyle recommended award of the contract to sell LASA's surplus 2009 Ford Escape XLS four-wheel drive to Wayne Birster. Mr. Millhouse moved to award the contract to sell LASA's surplus 2005 Ford Escape XLS four wheel drive through the Municibid on-line government auctions site, to the highest bidder Wayne Birster for a total of \$4,600.00. Mr. Huber seconded the motion, and the Board unanimously approved.

Mr. Kyle recommended approval of the Builder's Agreement for Grandview Strand. Mr. Sahd moved to approve the Builder's Agreement for Grandview Strand, Grandview Lane Properties LP, in Manheim Township. Mr. Fisher seconded the motion, and the Board unanimously approved.

Mr. Smith moved to the Finance Committee report. Mr. Huber's report was presented in the form of a motion. The following invoices have been reviewed and submitted for approval including Operating Expenses for March 2023 in the amount of \$597,574.35; Revenue Fund Requisition #786 in the amount of \$850,000.00; Bond Redemption & Improvement Fund Requisitions/Invoices #2135-1A through 2135-5J in the amount of \$600,426.58; Capital Asset Replacement Fund Requisitions/Invoices #240-1A through #240-5F in the amount of \$98,953.50, for a grand total in payments of \$1,549,380.08. Mr. Sahd seconded the motion, the Board unanimously approved.

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

Mr. Smith asked if there was anything to report from the Public Relations Committee. Mr. Kyle reported that he has been working on the public relations plan and has drafted a press release on the local share grant.

Mr. Smith asked if there was anything to report from the Pension Committee. Mr. Lehman reported that as of March 22, 2023, the total market value of the LASA pension fund was \$11.5 Million with an estimated actuarial accrued liability of \$15.2 Million, while its funding stands at 75.8% of the estimated actuarial accrued liability.

Mr. Smith asked if there was anything to report from the Personnel Committee. Mr. Kyle reported that a verbal offer was offered and accepted for the Human Resources position, and the individual should be starting by the 2<sup>nd</sup> week of April.

Mr. Smith moved to the Executive Director's Report. Mr. Kyle summarized the status of the Lower Little Conestoga Interceptor phase 3 and reported that the Honeysuckle Lane force

main construction is halfway through the needed repairs. Mr. Kyle also updated the Board on the CFA Statewide Local Share grant funding and referenced a report from Mr. Lehman on banking risks that can be found in the Board report.

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

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

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

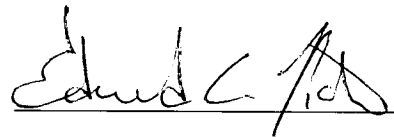
At 7:42 a.m. Mr. Smith announced there would be a break for an Executive session regarding a real estate matter.

The Executive session ended at 8:27 a.m., at which time Mr. Smith called the regular meeting back to order.

Mr. Smith reported that the next regular Board meeting is April 27, 2023, at 7:30 a.m. at 130 Centerville Road, Lancaster, PA 17603 or via Zoom.

Mr. Smith called for a motion to adjourn. Mr. Millhouse moved to adjourn, Mr. Huber seconded the motion, the Board unanimously approved, and the meeting was adjourned.

at 8:27 a.m.

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

Edward C. Fisher, Secretary

# Lancaster Area Sewer Authority



**Annual Report for 2022**

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## I. Introduction and Overview

The Lancaster Area Sewer Authority (LASA) serves a total of nine municipalities in Lancaster County; seven member municipalities including the Boroughs of East Petersburg and Mountville, and the Townships of East Hempfield, West Hempfield, Lancaster, Manheim, and Manor, and two non-member municipalities – Columbia Borough and West Earl Township. System assets include LASA’s Susquehanna Water Pollution Control Facility in Manor Township (hereinafter called the “LASA main treatment plant”), and LASA’s wastewater treatment plant in West Earl Township (hereinafter called the “LASA Brownstown treatment plant”), 45 pump stations and 630 miles of pipeline. LASA provides service to over 41,000 customers representing a population of about 125,000, or about a quarter of Lancaster County’s population.

Although most of the sewage from LASA customers flows to the LASA main treatment plant, a significant number of LASA customers in Manheim Township discharge to the City of Lancaster treatment plant, while sewage from customers in West Earl Township is treated at the LASA Brownstown treatment plant.

LASA’s main treatment plant operates under NPDES permit PA0044269 that was renewed in August of 2022. The permit includes concentration limitations on certain pollutants and load limitations on others. The load limits are based on a plant hydraulic design of 15.0 million gallons per day (MGD), although the plant is allowed to discharge up to 21.0 MGD to the Susquehanna River under Chapter 94 regulations. LASA’s Brownstown treatment plant operates under NPDES permit PA0081949 that was renewed in December of 2018 and transferred from West Earl Township to LASA in January 2021. The permit includes concentration limitations on certain pollutants and load limitations on others. The load limits are based on a plant hydraulic design of 0.545 million gallons per day (MGD), and the plant is allowed to discharge up to 0.545 MGD to the Conestoga River under Chapter 94 regulations. A summary of both the LASA main treatment plant and the Brownstown treatment plant NPDES permits is included in *Exhibit A*.

LASA performs most operational and administrative functions using full-time staff, although it contracts-out the operation of LASA’s Brownstown treatment plant, along with some specialty work, professional services, and some functions such as legal services, certain engineering services, financial auditing, and grounds maintenance. Staffing is currently budgeted for 50 permanent full-time employees, the same as last year (see organization chart as *Exhibit B*).

LASA operates on a fiscal year from April 1 through March 31. We project LASA’s total revenue for fiscal year 2022-2023 to be \$30,672,000, while we project total expenses at \$22,828,000 including depreciation costs of \$6,600,000 and debt service interest costs of \$2,275,900. LASA’s total revenue budget for upcoming fiscal year 2023-2024 is \$33,731,000, while its total budgeted expenses are \$25,262,000, including depreciation of \$6,800,000 and debt service interest costs of \$2,057,600. The budget shows that after making debt service principle payments of \$4,565,000, current bond issues will have an outstanding balance of \$51,250,000 at the end of 2023-24. LASA has been approved by PennVEST for a \$111.2 Million Pro-Fi Program loan to fund seven projects in

the five-year Capital Improvement Plan. During the 2023-24 budget year, draws of \$29.9 Million from this PennVEST Pro-Fi loan are projected to cover project expenses.

## **II. Performance and Goals; 2000 – 2022 Financial and Operational Analysis**

**2022 goals:** The goals from 2022 were classified as either “Program Oriented” or “Outcome”. “Program oriented” goals measure tasks that are intended to result in an outcome (for example, safety training is a program oriented goal that is intended to result in safer work), while “Outcome” goals measure the actual results of the activities (for example, the outcome goal for safety is the reduction of accidents per employee).

Overall, in 2022 staff have successfully completed 54 of the 88 goals (or 61%), and have successfully completed or in progress 66 of the 88 goals (75%), broken down as follows:

- Program goals – Completed 28 of 52 (54%)
- Program goals – In progress (defined as having completed 50% or more of the objective) for an additional 14.
- Program goals – Either completed or in progress with 42 of 52 (81%)
- Outcome goals – Completed 26 of 36 (72%)
- Outcome goals – In progress an additional 2.
- Outcome goals – Either completed or in progress 28 of 36 (78%).

This report includes 82 specific operational goals for the year 2022, identical to last year. Included are 39 Program oriented goals and 43 Outcome goals. Overall, goals for the upcoming year emphasize employee development, managing and improving assets and infrastructure, and the effective use of resources.

**2000 – 2022 Financial and Operational Analysis:** Over the past 23 years (2000 – 2022), assets including miles of pipeline and pump stations and associated work have increased significantly. Miles of pipeline have more than doubled, from 230 miles to 630 miles, and there are 14 more pump stations, from 31 to 45. The number of customers served by the Authority has increased by 139%, from 17,297 to 41,309, largely through the acquisition of the Manheim Township system in 2003, the Columbia system in 2015, the West Hempfield Township bulk area in 2017, the West Earl Township system in 2020, and the bulk area of Manor Township in 2022. Total sewage flow from all LASA customers has more than doubled, from about 7 MGD to more than 15 MGD, while the amount of sewer lines maintained by LASA has nearly tripled.

During the same time period, staffing has increased by just 32%, from 38 to 50. Revenues have increased 184%, while total expenses have increased by 129%. Revenues per customer have increased by 19% while total expenses per customer have dropped by 4%.

While total outstanding debt has increased by 6% (primarily due to the biosolids project and the Columbia acquisition), total debt per customer has decreased 56% over the past 22 years.

### III. Flows for 2022 and Projected Flows for 2023-2027

Annual average flow to LASA’s main treatment plant, LASA flow to the City treatment plant, and flow to LASA’s Brownstown treatment plant were all lower than last year. The annual average flow to the main treatment plant in 2022 (at 10.790 MGD) was less than last year’s flow of 11.343 MGD, and less than the flow in each of the previous four years. The annual average LASA flow to the City of Lancaster treatment plant was 4.008 MGD, which was less than last year’s flow to the City of 4.375, and less than the flow in each of the previous four years. The flow to LASA’s Brownstown treatment plant was 0.259 MGD, which was less than last year’s flow of 0.274 MGD.

Projected flows to LASA’s main plant show that there are **13 – 19** years of capacity remaining. We will continue to identify current and projected future peak flows to LASA’s main treatment plant independent of average flows.

Projected average LASA flows to the City of Lancaster treatment plant show that there are **5 to 29** years of LASA capacity remaining. Measured during shorter weekly flow periods LASA has periodically exceeded its capacity in the City of Lancaster treatment plant. Projected total flows to the City of Lancaster plant from all City partners show that there are **more than 18 – 33** years of capacity at the City plant remaining.

Projected flows to LASA’s Brownstown treatment plant show that there are **more than 33** years of capacity remaining.

#### A. LASA main treatment plant flows

Table 1 shows LASA’s average flows to LASA’s main treatment facility from 2018 through 2022.

Table 1: Flows from 2018 - 2022 in MGD

Month	2018	2019	2020	2021	2022
January	8.047	14.047	11.690	11.719	10.859
February	10.969	13.588	11.555	11.711	11.660
March	10.670	16.694	11.210	12.803	10.970
April	10.748	12.572	12.084	11.429	12.186
May	12.180	14.062	12.290	10.165	13.296
June	12.185	10.756	9.965	10.556	10.015
July	10.976	10.155	9.485	9.622	9.660
August	15.551	9.882	10.690	10.513	9.581
September	15.835	9.166	9.599	14.288	9.686
October	11.564	9.562	9.364	10.382	10.312
November	16.950	9.903	9.843	10.338	9.960
December	14.698	10.798	11.918	9.623	11.299
Yearly average	12.531	11.763	10.808	11.085	10.790
Max 3 – Month	14.783	14.776	11.861	12.078	12.151

Annual average flows to the LASA main treatment plant, going back to 2000, are shown in chart form in Figure 1, below:

Figure 1: Annual average flows to the LASA main treatment plant from 2000 – 2022

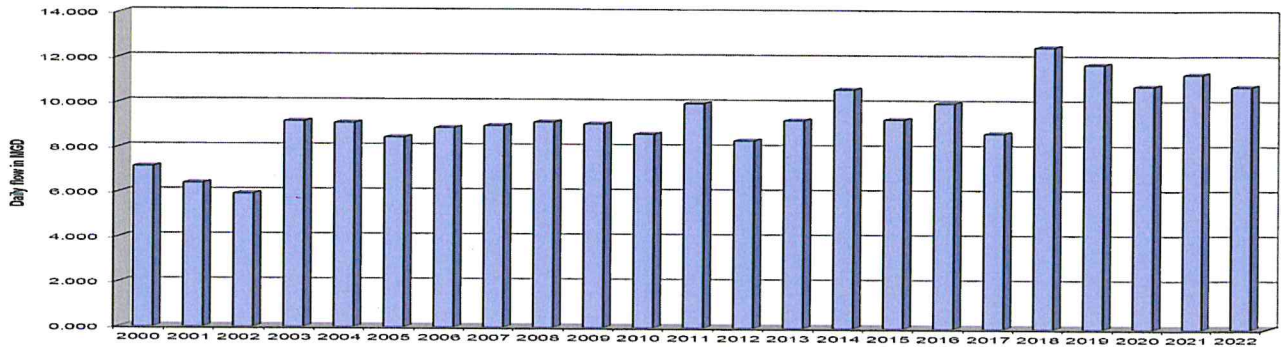


Figure 1 shows that the annual average flow to LASA’s main plant in 2022 was lower than last year, and although lower than the prior four years it was still the fourth highest flow on record. According to rainfall records from Millersville University, precipitation in 2022 was 41.0 inches, which was 4.9 inches less than last year’s rainfall of 45.97 inches. Annual average rainfall from 2000 – 2022 is illustrated in Figure 2 below.

Figure 2: Total precipitation from 2000 – 2022

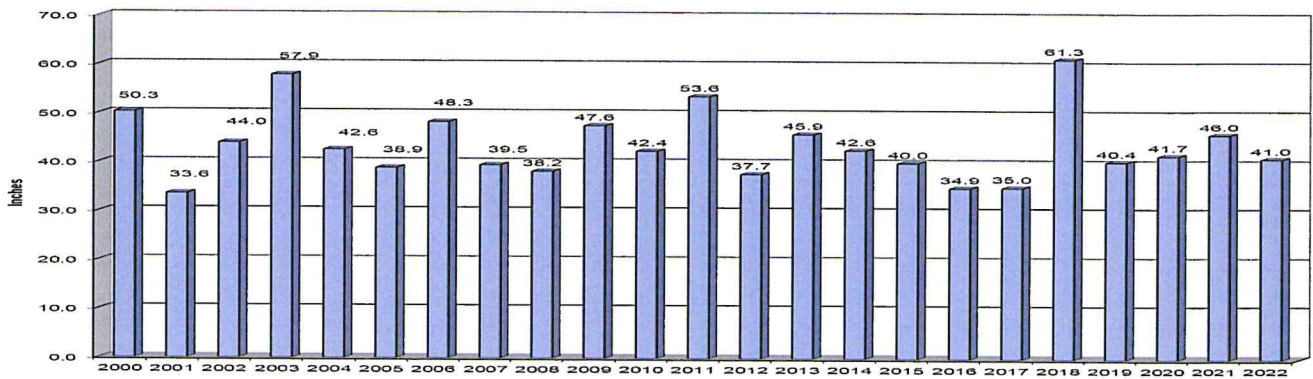
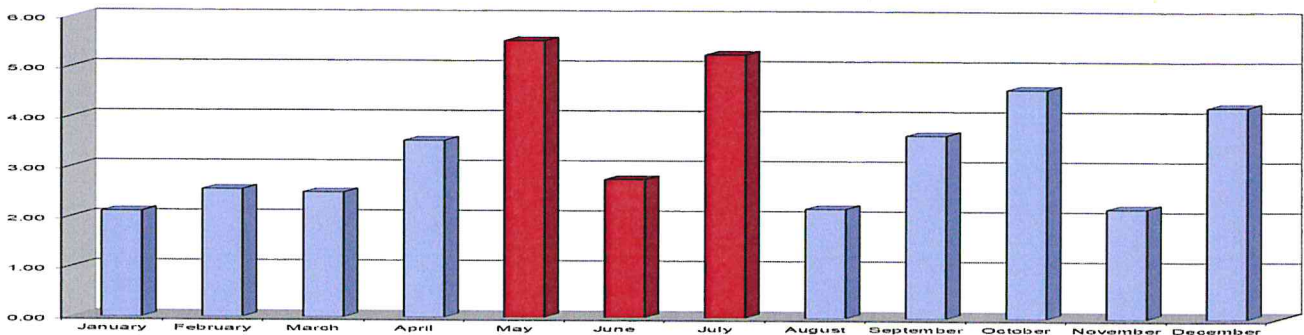


Figure 3 below shows monthly total rainfall in inches per month for 2022. Figure 3 also shows that the highest rainfall was 5.53 inches in May, while the three-month high rainfall was during the months of May, June, and July.

Figure 3: Monthly total precipitation in 2022



Monthly average flows to the main treatment plant continue to be well below 21.0 MGD as allowed under Chapter 94 (Waste Load Management), as shown in Figure 4 below.

Figure 4: Monthly average flows to LASA’s main plant for 2022

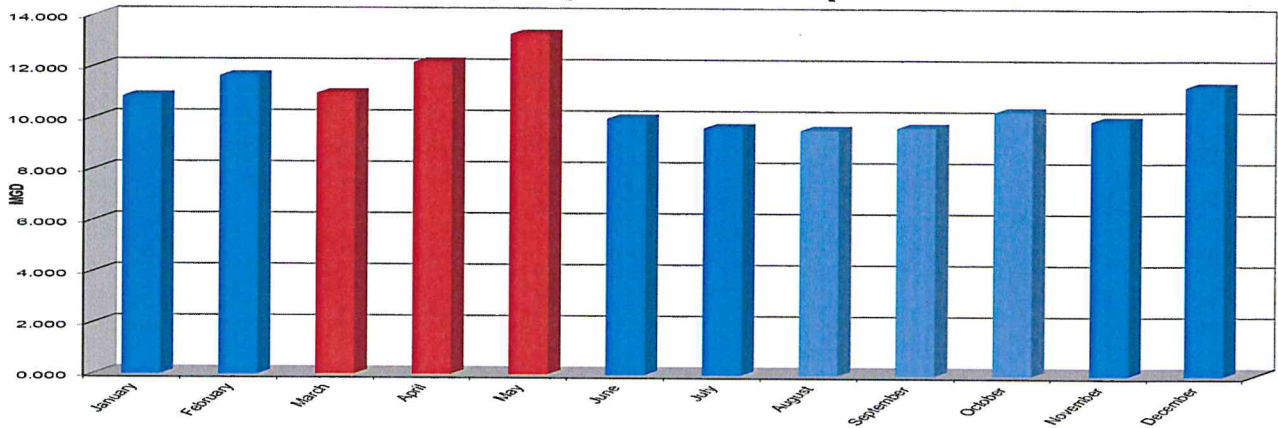


Figure 4 also shows that the highest flow was in May (was September last year), while the three-month peak flow was during the months of March, April, and May (was August, September, and October last year).

The projected flows for 2023 - 2027 are shown in Table 2. Projected flows to the LASA main plant were developed by compiling project submissions, sewer capacity reservations, and growth factors to develop growth projections.

Table 2: Projected flows to the LASA main plant for 2023-2027

Flow projections	2023	2024	2025	2026	2027
Projected flow increase (MGD)	0.1088	0.1367	0.1543	0.1209	0.0961
Projected total average flow (MGD)	11.556	11.6927	11.847	11.9679	12.064
Projected max 3-month average flow (MGD)	13.449	13.608	13.787	13.928	14.04

Table 2 shows that the average flow in 2027 will be 12.064 MGD, with a maximum 3-month average flow of 14.04 MGD, both below the LASA main treatment plant permitted design limit of 21.0 MGD and the waste load allocation limit of 15.0 MGD.

Nutrient limitations in the LASA main treatment plant NPDES Permit have reduced the effective hydraulic capacity at the plant unless additional upgrades are made. The nutrient limits have effectively reduced the hydraulic capacity from 15.0 MGD to about 11.25 MGD, or by about 25%, not considering the additional nutrient load capacity provided through the purchase of the Columbia system. When the Columbia nutrient capacity was added to the LASA main treatment plant in 2018, the effective hydraulic capacity was increased by 1.50 MGD, from 11.25 MGD to 12.75 MGD.

**Exhibit C** shows projected flows to the plant using the year 2022 as the base for the projection, and shows that the LASA main plant will exceed capacity based on nutrient limits in its permit sometime around the year **2041** (was 2039 last year). Another way to project flow is to base the projection on the average annual flows over the most recent 5-year period. **Exhibit D** shows projected flows to the

main treatment plant using the most recent 5-year period as the base for the projection, and shows that the plant will exceed capacity based on nutrient limits in its permit sometime around **2035** (was 2043 last year). *Exhibit E* projects flow to the main plant in a different, more conservative way by using the past 35 years of flow, and drawing a linear regression growth line into the future. This exhibit shows that LASA would exceed its nutrient-limited capacity at the LASA main plant sometime around the year **2040** (was 2041 last year).

In summary, based on the method of projection using annual average flows, the LASA main treatment plant will be at its nutrient-limited capacity sometime between **2035 and 2041 (in about 13 to 19 years)**.

One final set of flow analysis examines peak flows. Although it is normal to have diurnal flow variations due to changes in use over the day, all systems experience some level of infiltration and inflow that causes flow peaks during and after rain events. These spikes in flow can cause collection system overloading, overflows, and adverse impacts on the wastewater treatment process. In 2022, we experienced 0 overflows due to excessive precipitation, compared to 3 last year.

For the flow analysis we looked at both 3-month peak flows (reported to DEP in the annual Chapter 94 Report) and daily peak (high) flows recorded over time to project future peak events. *Exhibit F* shows average daily and the highest daily flow per year to the LASA treatment plant as a percent of hydraulic capacity. This exhibit shows that in 15 of the past 23 years, the highest daily flow at the main treatment plant has equaled or exceeded the plant’s hydraulic capacity.

*Exhibit G* shows 3-month peak flows at the main plan over the past 20 years projected into the future using future additional flow estimates, compared to annual average flows over the same time period.

*Exhibit H* shows the highest daily flow recorded each year at the main plant, with a linear regression line drawn into the future using the past 23 years of actual highest daily flow data. This projection shows past daily peak flows ranging from about 13 MGD to over 32 MGD and the linear regression into the future shows a projected 30 MGD peak daily flow by the year 2023 (was 2022 last year), and a projected peak flow of 35 MGD by the year 2032, well in excess of the plant capacity.

*Exhibit I* illustrates total annual rainfall compared to main treatment plant average annual flows and maximum daily flows as a percent of capacity over the past 22 years, comparing two periods (2000 – 2010 and 2011 – 2022) as follows:

Table 3: Comparison of rain and main plant flows 2000-2010 versus 2011-2022

	2000 - 2010	2011 – 2022	Change	% Change
Average annual rainfall	43.9	43.3	-0.60	-1.37
Annual average flow	8.25	10.28	2.03	24.61
Maximum daily flow	19.7	26.7	7.00	35.53

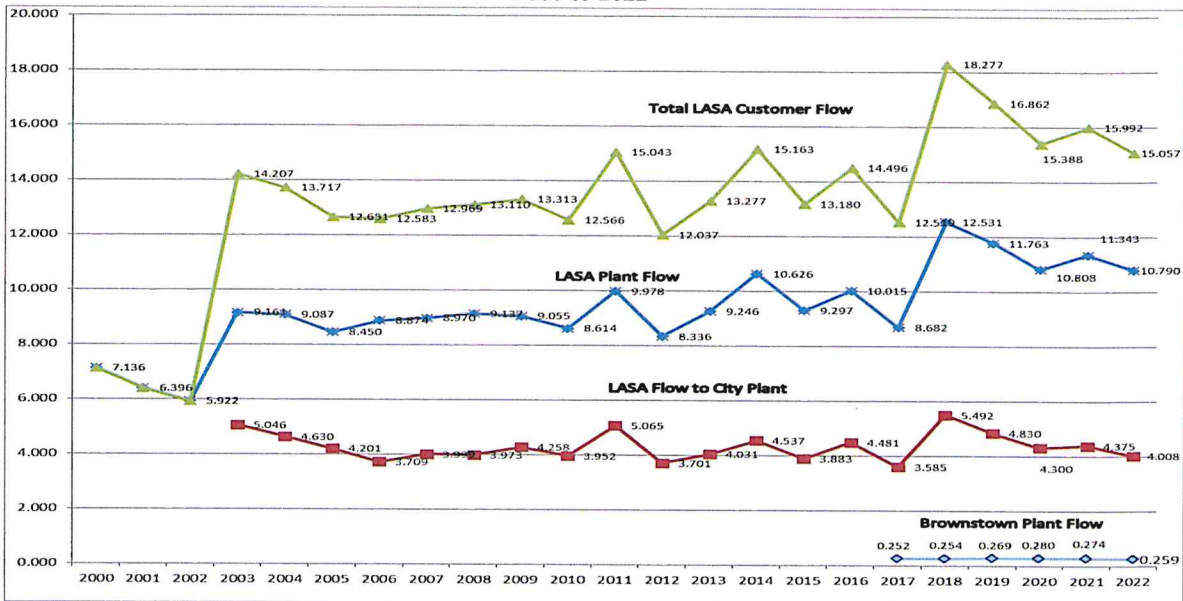
This comparison of time periods shows that total annual rainfall was actually lower during 2011 – 2022, and there was a higher increase in daily maximum flows to the main plant compared to average annual flows. We will continue to monitor average and peak flows to LASA’s main

treatment plant, to address any needs to control infiltration and inflow and/or upgrade or expand facilities to handle peak flows.

**B. LASA flows to the City of Lancaster treatment plant**

We also monitor and project flow to the City of Lancaster treatment plant from the LASA sewage system in Manheim Township to comply with LASA’s agreement with the City of Lancaster. Annual average flows from the LASA system to the City plant, annual average flows from LASA to the LASA treatment facility, and average flows from West Earl Township to the LASA Brownstown treatment facility, from the years 2000 through 2022 are shown in Figure 5 below:

Figure 5: Annual average flows in MGD to City plant, LASA main plant & LASA Brownstown plant - 2000 to 2022



Nutrient limits in the City of Lancaster’s NPDES Permit have reduced the effective hydraulic capacity at the City Plant unless additional upgrades are made. For the City plant, nutrient load limits have reduced their actual hydraulic capacity overall from 29.73 MGD to 25.40 MGD. As a result, LASA’s hydraulic capacity at the City plant essentially decreased by 1.25 MGD, from 6.03 MGD to 4.78 MGD, although for penalty purposes the LASA capacity remains at 6.03 MGD.

In 2022, the flow from LASA to the City plant was 4.008 MGD (less than last year’s flow of 4.375 MGD), while the projected flow in five years is 4.8747 MGD (based on projection from a 5-year average flow), both below the penalty limit of 6.03 MGD. Table 4 shows the projected average annual flow to the City plant from LASA for 2023 through 2027.

Table 4: Projected flows to City for 2023-2027

Flow projections	2023	2024	2025	2026	2027
Projected flow increase (MGD)	0.0505	0.0502	0.0389	0.0371	0.0175
Projected total average flow (MGD)	4.731	4.7812	4.8201	4.8572	4.8747
Projected max 3-month average flow (MGD)	5.792	5.853	5.901	5.946	5.968



**Exhibit J** shows that using current flow and planned growth, and using the year 2022 as the base for the projection (at 4.008 MGD), LASA’s flow to the City’s plant will exceed the 4.78 MGD of nutrient-limited capacity in **2051** (last year’s projection was 2031). Another way to project flow is to base the projection on the average annual flows over the most recent 5-year period. **Exhibit K** shows projected LASA flows to the City plant using the most recent 5-year period as the base for the projection. This projection shows that LASA will exceed its nutrient-limited capacity at the City plant in **2027** (last year the projection was also 2027).

**Exhibit L** projects LASA’s flow to the City plant in a different, more conservative way by using the past 20 years of LASA flow to the City plant, and drawing a linear regression growth line into the future. This exhibit shows that LASA would exceed the nutrient-limited capacity in the City plant beyond the year **2045**. The slope of the linear regression curve remains nearly flat partly due to the initial 3 consecutive year drop in flow from 2003 through 2006.

Therefore, in summary, based on the method of projection LASA will exceed its nutrient limited capacity at the City of Lancaster plant sometime between **2027 and 2051 (in 5 to 29 years)**.

The City of Lancaster tracks and reports LASA flows to the City plant on a weekly average and 4-week running weekly average basis. The current inter-municipal agreement provides for monetary penalties whenever the 4-week running weekly average exceeds capacity. Figure 6 below shows LASA flows to the City plant on both a weekly average basis and a 4-week running weekly average. In 2022, the highest weekly average daily flow was 7.141 MGD (compared to 10.857 MGD last year), the highest running 4-week weekly average was 5.441 MGD (compared to 6.895 MGD last year), and the annual average daily flow was 3.860 MGD (compared to 4.501 MGD last year).

Figure 6: Weekly average flows to City of Lancaster for 2022

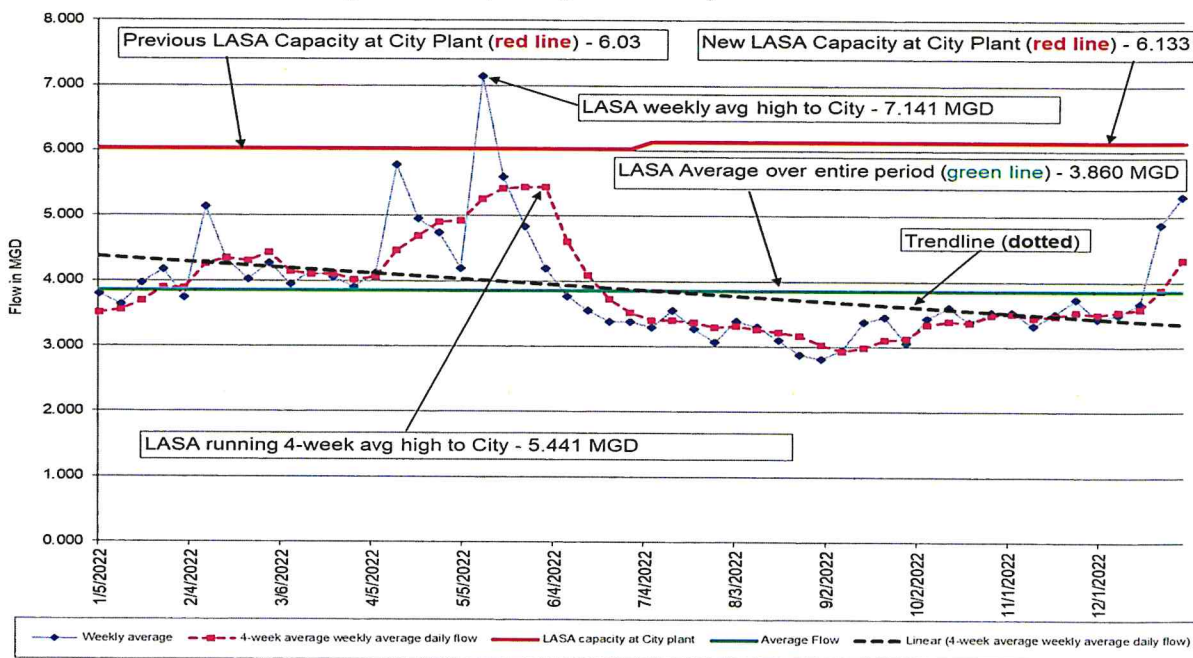


Figure 6 above shows during the year LASA has exceeded its capacity on a running 4-week weekly average basis 0 times (compared to 4 times last year), representing 0.0 % of the 4-week

running average periods (compared to 7.69 % last year). During that time period, LASA has exceeded its capacity on a weekly average basis 0 times (compared to 4 times last year), representing 0.0 % of the weekly average periods (compared to 7.69 % last year).

Figure 7: Weekly average flows to City of Lancaster since October 2009

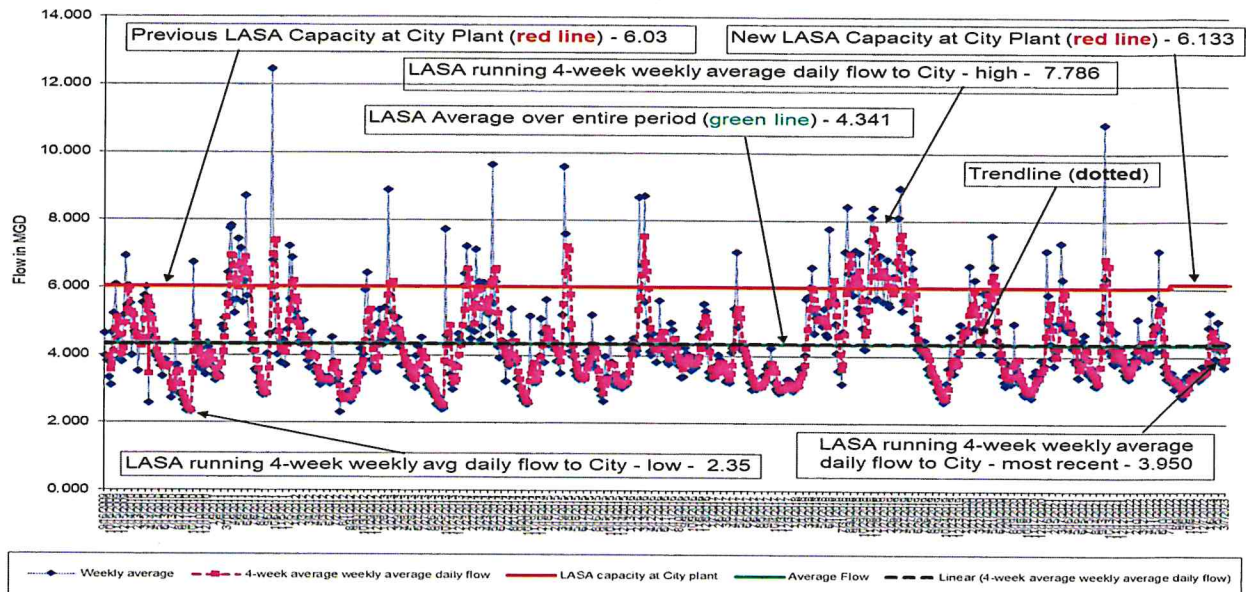


Figure 7 above shows LASA flows to the City plant on the weekly average basis and 4-week running weekly average from October 2009 when the partners amended the inter-municipal agreement to provide for 4-week running weekly average monitoring of flows, to the week of March 8, 2023.

Figure 7 shows that since September 2009 when the City agreement was amended to reference a 4-week running average as the means to determine if a partner exceeds capacity at the City plant, LASA has exceeded its capacity 72 times, representing 10.27 % of the 4-week running average periods (was 11.08 % last year). During that same time period, LASA has exceeded its capacity on a weekly average basis 73 times, representing 10.41 % of the weekly average periods (was 11.23 % last year).

### C. Total flows to the City of Lancaster treatment plant

Figures provided by the City of Lancaster indicate total flow to their plant will exceed hydraulic capacity **beyond the year 2055** (was projected to exceed capacity in 2037 last year), using 2022 flow as the basis of projection as shown in *Exhibit M*. Another way to project flow is to base the projection on the average annual flows over the most recent 5-year period. *Exhibit N* shows projected total flows to the City plant using the most recent 5-year period as the base for the projection, and projecting using the average 5-year growth rate. This shows that the City plant will exceed nutrient-limited capacity at their plant **beyond the year 2040** (was 2037 the last three years). In summary, based on the method of projection the City plant will exceed its nutrient limited capacity sometime **beyond 2040 or 2055 (beyond 18 – 33 years)**. Note that these capacity

projections based on nutrient limitations do not consider peak loadings, and as a result, the nutrient-limited flow projections in this report most likely overestimate capacity.

**D. Flows to the LASA Brownstown treatment plant**

The annual average flow to LASA’s Brownstown treatment plant in 2022 (at 0.259 MGD) was less than last year’s flow of 0.274 MGD. Table 5 shows average flows to LASA’s Brownstown treatment facility from 2018 through 2022.

Table 5: LASA’s Brownstown treatment plant flows from 2018 - 2022 in MGD

Month	2018	2019	2020	2021	2022
January	0.245	0.274	0.273	0.282	0.305
February	0.228	0.272	0.265	0.278	0.260
March	0.231	0.301	0.290	0.288	0.253
April	0.236	0.263	0.283	0.269	0.243
May	0.235	0.249	0.278	0.265	0.249
June	0.238	0.260	0.291	0.249	0.250
July	0.241	0.277	0.271	0.254	0.248
August	0.298	0.273	0.297	0.273	0.257
September	0.272	0.268	0.283	0.304	0.255
October	0.260	0.272	0.280	0.271	0.256
November	0.296	0.2654	0.269	0.269	0.259
December	0.273	0.259	0.284	0.283	0.271
Yearly average	0.254	0.269	0.280	0.274	0.259
Max 3 – Month	0.277	0.282	0.287	0.283	0.286

Monthly average flows to LASA’s Brownstown treatment plant continue to be well below 0.545 MGD as allowed under Chapter 94 (Waste Load Management), as shown in Figure 8 below.

Figure 8: LASA’s Brownstown treatment plant monthly average flows for 2022

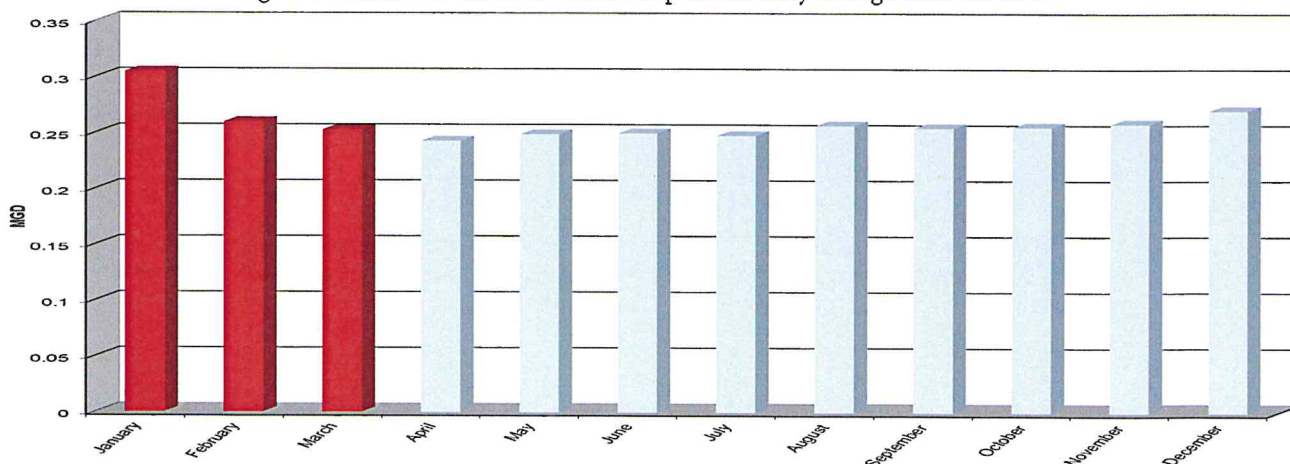


Figure 8 also shows that the highest flow was in January, while the highest three-month peak was during January, February, and March. The projected flows for 2023 - 2027 are shown in Table 6.

Table 6: LASA’s Brownstown treatment plant projected flows for 2023-2027

Flow projections	2023	2024	2025	2026	2027
Projected flow increase (MGD)	0.0012	0.0012	0.0011	0.0011	0.0009
Projected total average flow (MGD)	0.268	0.2692	0.2703	0.2714	0.2723
Projected 3-mon peak flow (MGD)	0.284	0.285	0.287	0.288	0.289

Table 6 shows that the average flow in 2027 will be 0.2723 MGD, with a 3-month peak flow of 0.289 MGD, both well below the LASA Brownstown treatment plant permitted design and waste load allocation limit of 0.545 MGD.

**Exhibit O** shows projected flows to LASA’s Brownstown treatment plant using the year 2022 as the base for the projection, and shows that the plant will exceed capacity in its permit sometime well beyond the year **2054**. Another way to project flow is to base the projection on the average annual flows over the most recent 5-year period. **Exhibit P** shows projected flows to the treatment plant using the most recent 5-year period as the base for the projection, and shows that the plant will exceed capacity sometime well beyond the year **2054**.

In summary, based on the method of projection using annual average flows, LASA’s Brownstown treatment plant will be at its capacity sometime well beyond **2054 (beyond 33 years)**.

#### **IV. Budget and Finance Summary Report**

##### **A. Revenues in fiscal year 2022-2023**

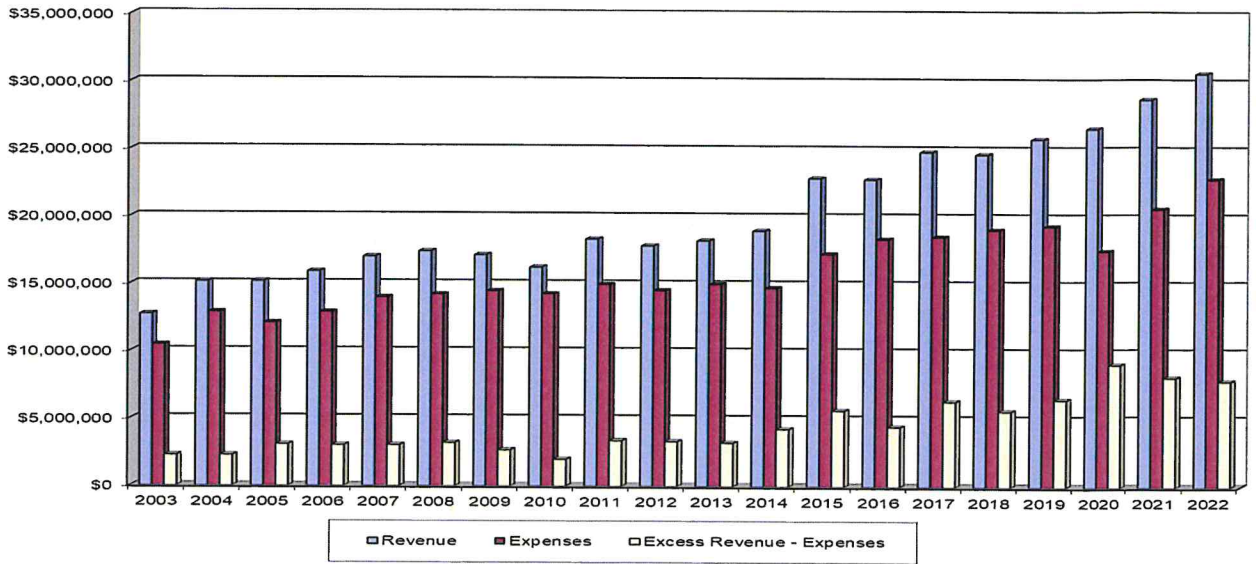
When compared to budgeted revenues of \$30,392,000 for fiscal year 2022-2023 (FY 22-23), total revenues in FY 22-23 are projected at \$30,672,000, which is \$280,000 (or 0.92%) above budget. Sewer rental income is projected to be 3.08% over budget due to above budget growth in commercial sewer rental fees and commercial surcharge income. Other revenue is projected at \$544,000 below budget primarily as above-budget income from investments offset some of the below-budget income from tapping fees.

The Authority continues to maintain an excellent coverage ratio (available revenue to debt service expenses). The Authority’s ratio projection for FY 22-23 is 2.76, down from last year’s ratio of 2.82, and exceeds the target of 1.6. The Authority’s bond rating remains at AA- by Standard & Poor’s, Aaa by Moody’s, and AAA by Fitch’s.

##### **B. Expenses in fiscal year 2022-2023**

Overall, when compared to budgeted operating expenses of \$20,212,100 in FY 22-23, total projected operating expenses of \$20,828,000 are \$340,000 (or 1.68%) above budget. Above budget expenditures for utilities were offset by below budget expenditures for salaries and sewer treatment expenses to the City of Lancaster. Figure 9 below shows revenues and expenses from 2003 through 2022.

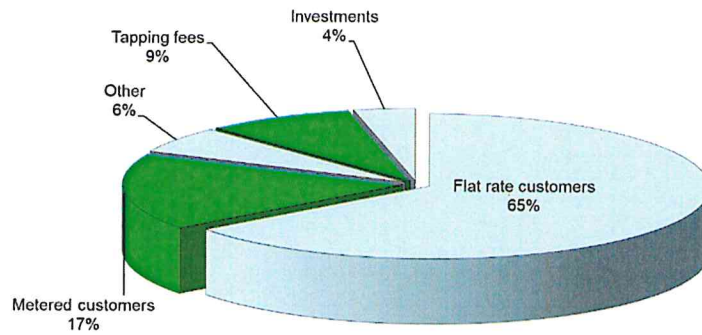
Figure 9: Revenue and expenses 2003– 2022



C. Budgeted 2023-2024 revenues

Figure 10 below shows that flat rate customers will generate 65% of the budgeted revenues in 2023-2024, a 4% decrease from last year’s budget, while the other main sources will be metered and bulk customers, investment earnings, and tapping fees.

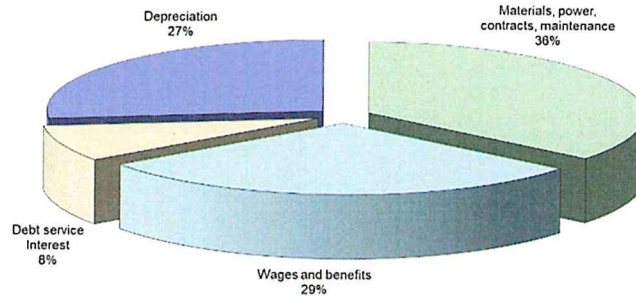
Figure 10: Budgeted revenues



D. Budgeted 2023-2024 expenses

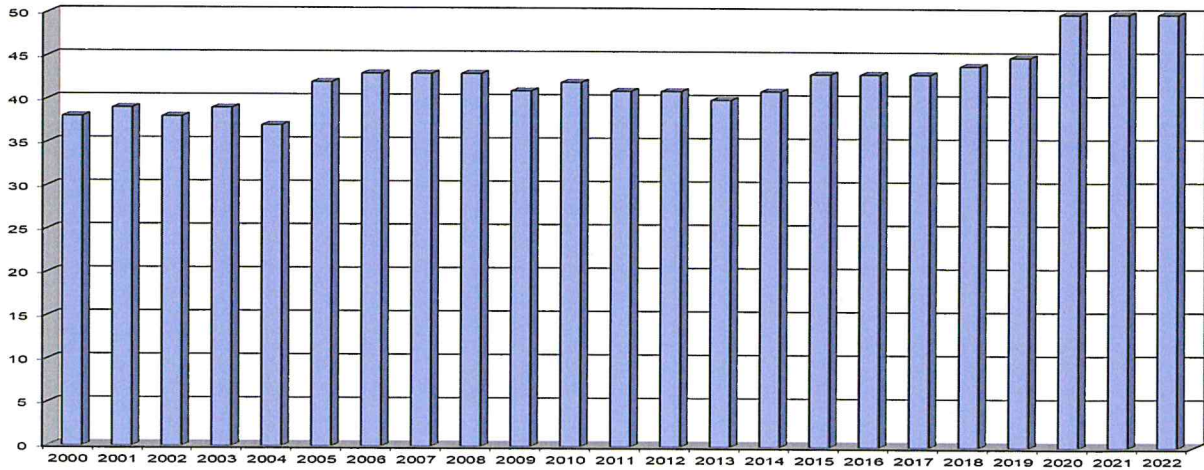
Figure 11 below illustrates the breakdown of the budgeted expenses for 2023-2024. 65% of budgeted expenses will go toward operations and maintenance of the sewer system including wages, benefits, and operating supplies (materials, power, contracts, and maintenance), 5% greater than last year. The balance of the budgeted expenses is for upgrading and replacing the sewer system; 8% will cover interest on debt used to upgrade the treatment plant and collection system and 27% will fund capital reserves through depreciation.

Figure 11: Budgeted expenses



We currently employ 48 fulltime staff, although we are budgeted for 50 and recruiting to fill the two open positions. Current staffing includes 13 in administration, finance, and engineering, 15 in treatment plant and laboratory operations, 9 in maintenance, and 11 in collection operations. Over the past 22 years, we have increased our full time complement of staff by 12, from 38 to 50, as shown in Figure 12 below.

Figure 12: Full time employees



E. Reserve fund balance 2022 – 23

The projected reserve cash balance at the end of fiscal year 2022-23 is \$39.6 Million in 3 reserve categories as follows:

Working capital reserve	\$4.3 Million
Debt service reserve	\$7.3 Million
<u>Capital improvement plan reserve</u>	<u>\$28.0 Million</u>
Total	\$39.6 Million

## V. Administration

### A. Duties and program description

Department responsibilities include general administration, customer service, finance, human resources, information systems, engineering and planning. Staffing includes 13 full-time employees (1 fewer than last year), including 6 employees dedicated to finance and customer services and 5 employees dedicated to engineering and technology services. Michael Kyle (Executive Director) oversees all functions of the Authority; Michael Lehman (Finance Director) oversees financial operations of the Authority, while Cassie Bunt (Billing and Customer Service Manager) provides supervision over customer service staff. Scot Fertich serves as Engineering Director, and oversees the engineering, planning and technology group.

General administrative tasks include drafting resolutions and regulations and reporting to governmental agencies. Customer service responsibilities include processing sewer bills, collecting past due bills, maintaining account information, and responding to customer inquiries. LASA's financial staff maintains records and monitors accounts payable, accounts receivable, the general ledger, and escrow accounts. Human resources tasks include payroll and benefits administration and oversight of safety and staff development. Engineering includes reviewing builder's agreements, capacity requests and sewer construction plans, performing studies and evaluations, overseeing construction projects, and providing technical support for operations and maintenance. Information system duties include handling network communications, telecommunications, GIS, centralized data storage, and technology security.

### B. Activities and accomplishments in 2022

#### General administration

- Completed Chapter 94 Waste Load Management Report, EPA Part 503 and DEP sludge reports, and Act 205 Pension Fund Report.
- Participated in activities with the following professional and civic organizations:
  - Washington Boro Society for Susquehanna River Heritage (Ed Lyle)
  - PA Municipal Authorities Association (Mike Kyle – Chair of Wastewater Subcommittee Government Affairs and Organizational Development Committees, member of Program Committee)
  - PA Water Environment Association (Mike Kyle – Chair of Utility Management Committee; John Vilga, Collection Committee)
  - Water Environment Federation (Mike Kyle – Chair of Operator Advisory Panel, member Constitution Bylaws Subcommittee, Utility Management, and Plant Operations and Maintenance Committees)
  - Thaddeus Stevens College of Technology (Mike Kyle - Chair, Water Environment Technology program advisory committee)
  - Eastern Section Operators Association (Scot Fertich – Safety, By-laws, Directory and Newsletter Committees; Sarah Yando, Laboratory Committee)

- o DEP Operator Certification (Mike Kyle, Board)
- o Association of Boards of Certification (Now Water Professionals International) (Mike Kyle, Board)
- o PA One Call (Mike Kyle, Board, Treasurer, Chair Finance Committee, member Education Committee, member Local Government Committee)
- o Mid Atlantic Biosolids Association (Brian Wilcox)
- o DEP Regional Committee for State Water Plan (Mike Kyle - Vice Chair)
- o Susquehanna Municipal Trust - Worker's Comp Cooperative (Carol Herr)
- o Intergovernmental Insurance Cooperative - IIC Health Insurance (Carol Herr)
- o Lancaster Society for Human Resource Management, (Carol Herr)
- o National Society for Human Resource Management (Carol Herr)
- o HR Executive Circle Cargas Systems (Carol Herr)
- o Susquehanna Valley Chapter American Payroll Association (Carol Herr)
- o Business Group on Health, Lancaster Chamber Affiliate, Carol Herr
- o Government Financial Officers Association (Mike Lehman)
- o Lancaster County Purchasing Cooperative (Mike Lehman)
- o Commonwealth of PA Local Government Records Committee (Mike Lehman)
- o Pennsylvania Institute of Certified Public Accountants (Mike Lehman)
- o Pa WARN Committee (John Vilga)
- o Lancaster County regional utility partnership, John Vilga, Mike Kyle

Customer service

- Added 279 customers to the system (13 fewer customers than last year), although we also added 1,000 customers through the acquisition of Manor Township bulk area, bringing the total to 41,309 customers including commercial. See Figure 13 for new customers added per year (not including acquisition), from 2000 – 2022, and Figure 14 for total customers, from 2000 – 2022.

Figure 13: New customers added

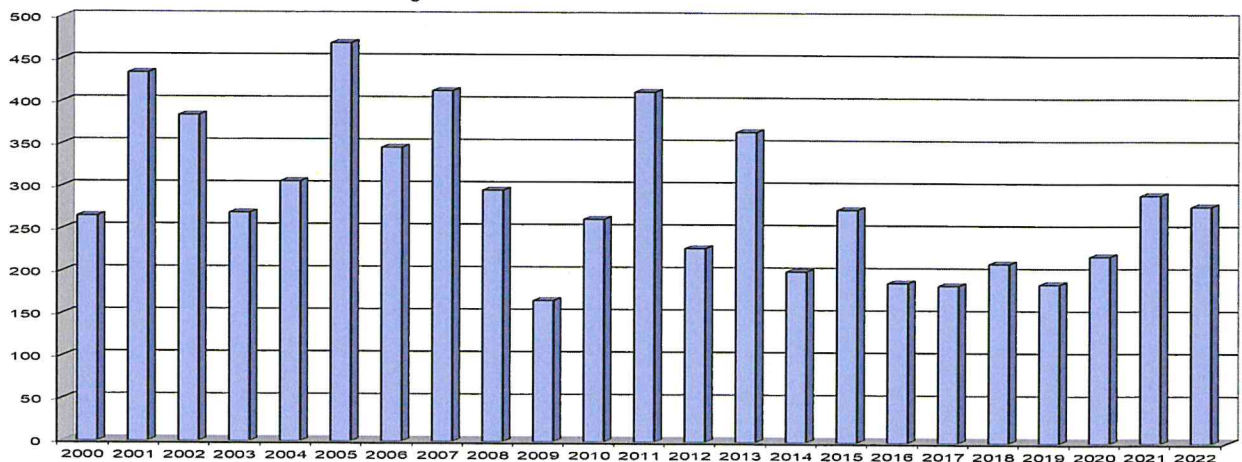
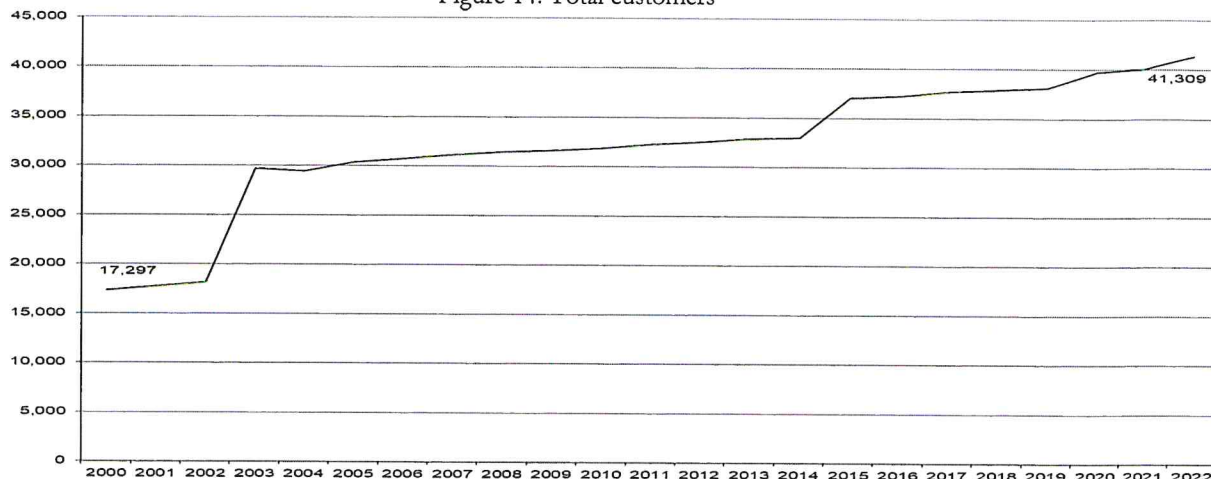


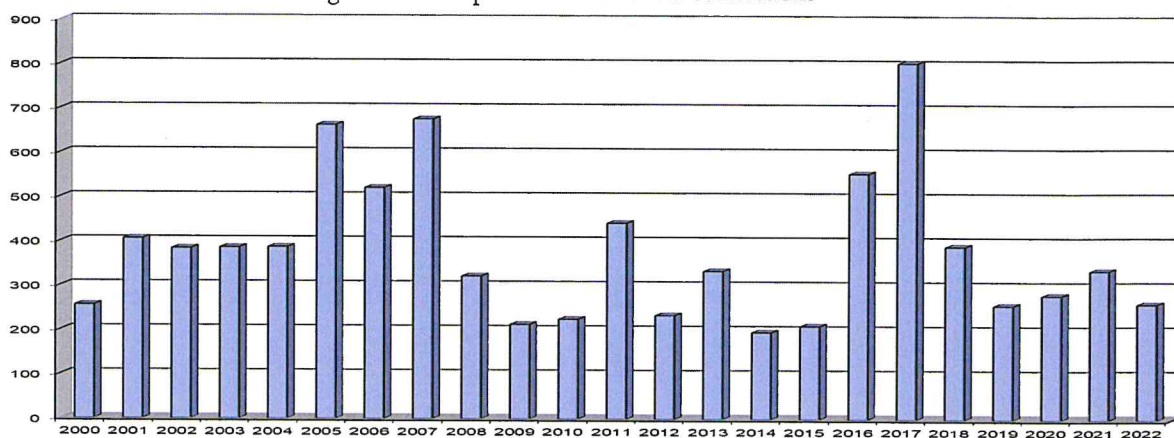


Figure 14: Total customers



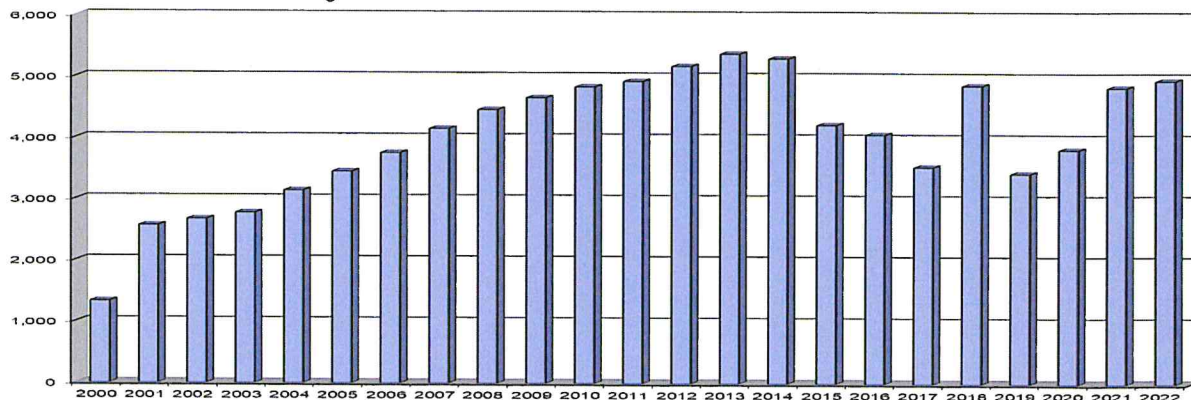
- Issued permits representing 261 new residential connections (down from 336 last year). See Figure 15 for new permitted residential connections per year, from 2000 – 2022.

Figure 15: New permitted residential connections



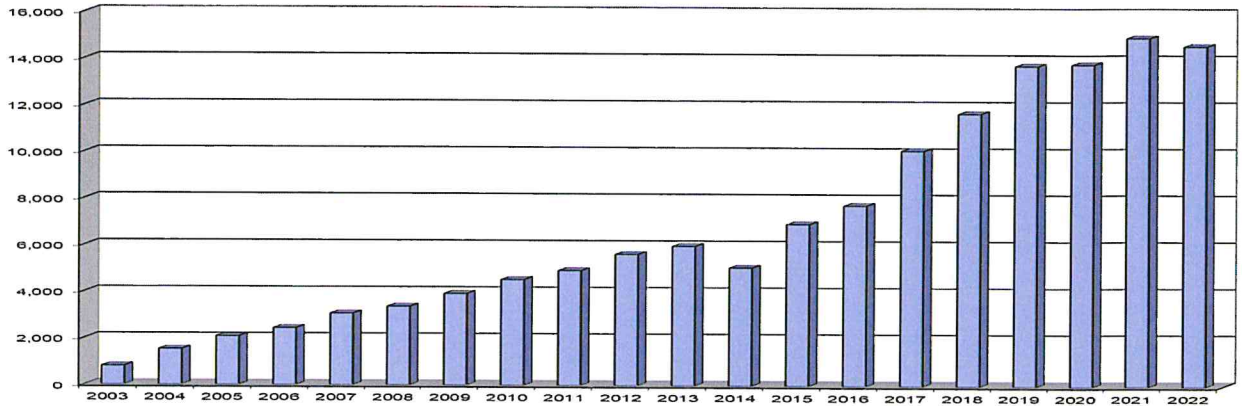
- Added 113 direct debit customers to bring the total to 4,949 residential customers on direct debit billing. See Figure 16 for direct debit customers for the years 2000 – 2022.

Figure 16: Total number of direct debit customers



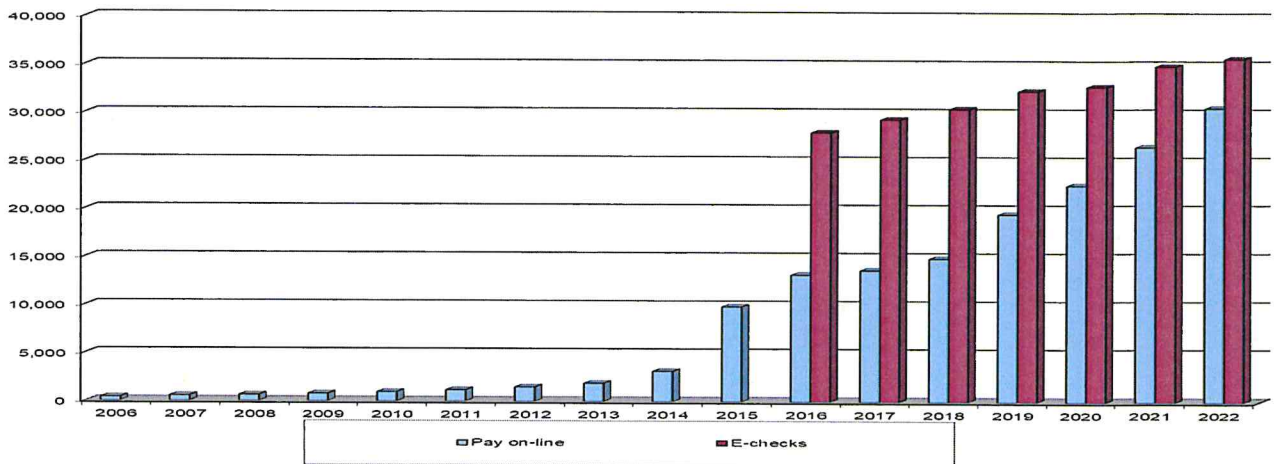
- The upward trend of customers accessing their bills on-line has leveled off and there were actually 349 fewer in 2022. There are now 14,600 LASA customers actively using e-customer inquiries, as shown in Figure 17.

Figure 17: Total customers using E-inquiry



- Continued to see more on-line payments through a program started in 2003; there were an additional 4,046 customer payments on line this year through credit cards compared to last year, up to 30,557 credit card payments in total. We also allow customers to pay on-line with electronic checks through our website or their bank’s website with 35,683 payments received in 2022 (771 more than last year). See Figure 18 for customers paying on-line with credit cards and e-checks over the years 2006 – 2022.

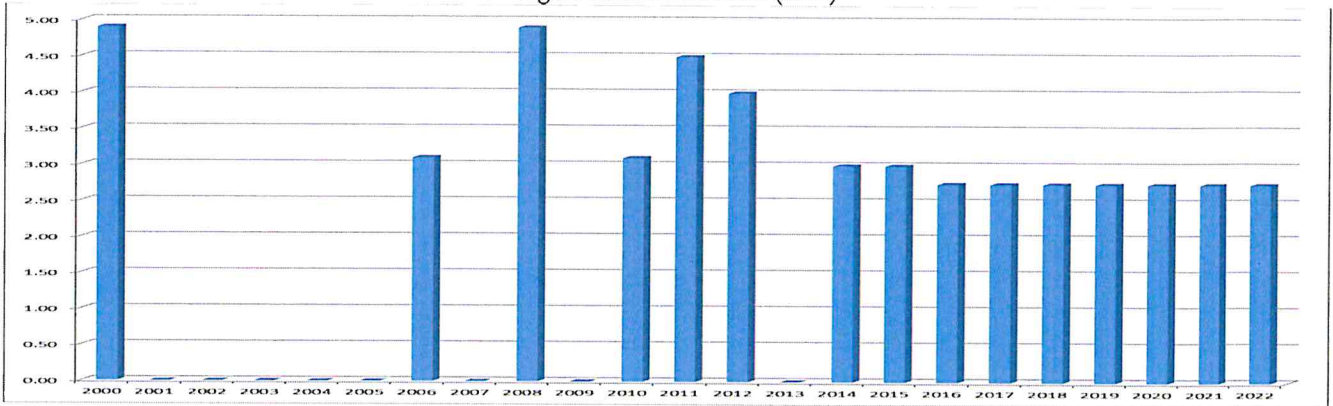
Figure 18: Customers paying on-line and using E-checks



Finance (for fiscal year April 1, 2022 through March 31, 2023)

- The budget for fiscal year 2022 – 23 included a 2.75% rate increase effective January 1, 2023. There have been 15 rate increases in the 23 years since 2000, and 12 since 2010, as shown in Figure 19. The average rate increase per year since 2000 has been 2.16%; the average increase from 2000 through 2009 was 1.29% while the increase since 2010 has been 2.83%.

Figure 19 Rate increases (as %)



Engineering: Deeds of Dedication

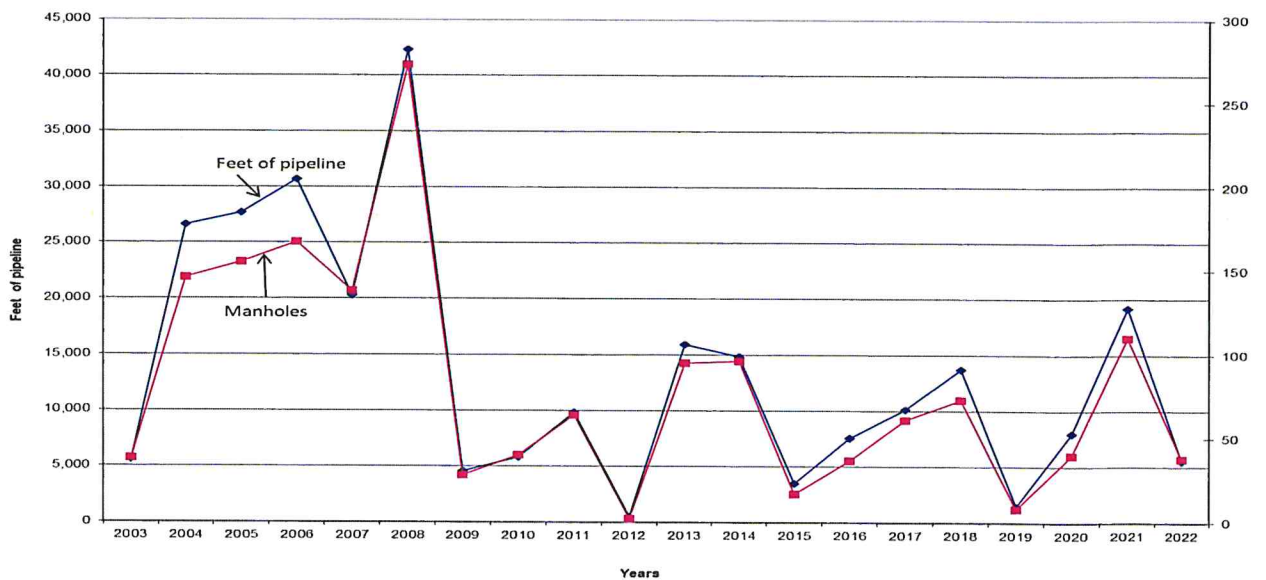
- Accepted dedication of sewer facilities from 4 different developments totaling 38 manholes and 5,541 feet of sewer lines, as shown in Table 7:

Table 7: Deeds of dedication in 2022

Project or Development	Manholes	Pipeline (Feet)
701 Stony Battery	1	114
Lime Spring Square Phase 3	7	1,678
Martin Appliances	10	969
Parkside Reserve Phase 1	20	2,780
Totals	38	5,541

Figure 20 below shows the increase this year in feet of line and manholes dedicated to the Authority.

Figure 20: Dedication of sewers and manholes 2003 – 2022



- Since 2003, the Authority has taken ownership by dedication of 273,852 feet (nearly 52 miles) of pipeline and 1,626 manholes through developer-installed facilities.

Engineering: Builder’s Agreements

- Completed Builder’s Agreements for the following 11 projects (3 more than last year):
  - Peregrine Phase 1
  - Sedgewick
  - Parkside Reserve Phase 2
  - Parkside Reserve Phase 3 and Phase 5
  - Enclave at Independence Ridge
  - Pearl S. Musselman Loving Trust
  - Stoner Farm Phase 4
  - Settlements East Phase 2
  - Traditions of America Phase 3
  - 1036 Manheim Pike
  - Brooklawn Phase 2

Engineering: Studies and Design

- Lower Little Conestoga interceptor rehabilitation Phase 4 design: This is the fourth phase of the 5-year interceptor rehabilitation project, which will rehabilitate 4,118 feet of interceptor and 17 manholes, and will require several stream crossings. The Board awarded the design, bidding, and construction management contract to RK&K at its April 28, 2022 meeting.

Table 8 shows a summary of the costs:

Table 8: Summary of Lower Little Conestoga interceptor rehabilitation phase 4 design project costs

Contract	Firm	Initial contract	Change orders	Total contract	Spent (1)	Outstanding (1)
Design	RK&K	\$110,740	\$0	\$110,740	\$50,446	\$60,294

(1) As of January 3, 2023

- LASA treatment plant upgrade design: This work is for design and construction administration of the LASA treatment plant upgrade, which includes rehabilitation, replacement, and new construction of improvements to the LASA treatment plant liquid process, including a five stage BNR process, retrofit existing process tanks and constructing 2 new trains, four new blowers and aeration piping, a supplemental carbon feed system and Annamox side stream treatment system, a new 4<sup>th</sup> secondary clarifier, new RAS/WAS pump station, sludge thickening with polymer storage and feed system, and new effluent flow metering. The contract was awarded to Hazen & Sawyer in August 2021. Table 9 shows a summary of the costs:

Table 9: Summary of LASA treatment plant upgrade design project costs

Contract	Firm	Initial contract	Change orders	Total contract	Spent (1)	Outstanding (1)
Design	Hazen & Sawyer	\$5,248,284	\$0	\$5,248,284	\$1,550,046	\$3,698,238

(1) As of January 3, 2023

- Trucked waste improvements design: This work for the permitting, planning, design, bidding and construction administration for the Authority's trucked waste improvements project at the LASA treatment plant. This construction project includes construction of a trucked waste administration building, two holding tanks, screening equipment, new force main discharge piping, new electric, potable, and utility water to serve the new station, and construction of an enclosure for the receiving area. The Board awarded the contract to Hazen & Sawyer in November 2021. Table 10 shows a summary of the costs.

Table 10: Summary of trucked waste improvements design project costs

Contract	Firm	Initial contract	Change orders	Total contract	Spent (1)	Outstanding (1)
Design and construction administration	Hazen & Sawyer	\$226,425	\$0	\$226,425	\$38,379	\$188,046

(1) As of January 3, 2023

- Local limit development: This work is to evaluate LASA's local limits that apply to industrial users, as required by the plant NPDES Permit at the conclusion of the biosolids upgrade and improvements project. The contract was awarded to GHD in August 2018. Table 11 shows a summary of the costs.

Table 11: Summary of local limit development project costs

Contract	Firm	Initial contract	Change orders	Total contract	Spent (1)	Outstanding (1)
Local limit development	GHD	\$39,700	\$10,224	\$49,924	\$44,678	\$5,246

(1) As of January 3, 2023

- Collection system master plan update: The original collection master plan (closed out in November 2019) evaluated condition of sewer lines and pump stations in the LASA system with recommendations on repair or replacement. This is an update and additional components of the collection system master plan. Additional components include evaluating hydraulic capacity of the interceptors downstream of the Farmdale and Silver Spring pump stations, revising SEWERCAD model with missing information, and a basis of design report for Blue Rock pump station upgrade. The Board awarded the design contract amendment to RK&K at its October 27, 2022 meeting. Table 12 shows costs.

Table 12: Summary of collection system master plan update project costs

Contract	Firm	Initial contract	Change orders (1)	Total contract	Spent (1)	Outstanding (1)
Collection system study	RK&K	\$150,187	\$0.00	\$150,187	\$75,897	\$74,290

(1) As of January 3, 2023

- Silver Spring pump station upgrade design: This work is to design, bid, and manage construction of replacing LASA's Silver Spring pump station, as recommended in the collection master plan. The LASA Board awarded the Silver Spring pump station upgrade design and construction management contract to ARRO Consulting in May of 2021. Table 13 shows a summary of the costs.

Table 13: Summary of Silver Spring pump station upgrade design project costs

Contract	Firm	Initial contract	Change orders	Total contract	Spent (1)	Outstanding (1)
Design and construction administration	ARRO Consulting	\$169,681	\$5,000	\$174,681	\$108,498	\$66,183

(1) As of January 3, 2023

- Landisville 1 pump station upgrade design: This work is to design and manage construction of the upgrade and expansion of LASA’s Landisville 1 pump station, as recommended in the LASA collection system master plan. The Board awarded the contract to ARRO in August 2021. Table 14 shows a summary of the costs.

Table 14: Summary of Landisville 1 pump station upgrade design project costs

Contract	Firm	Initial contract	Change orders	Total contract	Spent (1)	Outstanding (1)
Design and construction administration	ARRO Consulting	\$303,894	\$5,000	\$308,894	\$132,220	\$176,674

(1) As of January 3, 2023

- Stream bank stabilization design and permitting 1208 Mill Mar: This work consists of re-grading the Swarr Run stream bank at 1208 Mill Mar Road, for the purpose of protecting LASA manholes and pipeline from damage due to the stream bank erosion. The engineering work includes meeting with the Lancaster County Conservation District, a site survey and assessment, design of the stream bank stabilization, and State and County permitting. The Board awarded the contract to Land Studies in November 2021. Table 15 shows a summary of the costs

Table 15: Summary of stream bank stabilization 1208 Mill Mar project costs

Contract	Firm	Initial contract	Change orders	Total contract	Spent (1)	Outstanding (1)
Design and permitting	Land Studies	\$6,200	\$0	\$6,200	\$4,151	\$2,049

(1) As of January 3, 2023

- Honeysuckle Lane force main integrity and corrosion analysis: This work was to determine the most cost effective means of addressing severe corrosion and breaks in the force main leading from the Honeysuckle Lane pump station. The contract with RK&K advised LASA on the length to be replaced or rehabilitated, and determined the types of rehabilitation that would work. The Board awarded the contract in August 2021. This project was closed out in September 2022. Table 16 shows a summary of the costs.

Table 16: Summary of Honeysuckle Lane force main integrity and corrosion project costs

Contract	Firm	Initial contract	Change orders	Total contract	Spent	End Outstanding
Study	RK&K	\$35,200	\$0	\$35,200	\$33,538	\$1,662

- Wage and benefit study: This work is to analyze and benchmark (compare) LASA’s union hourly rates, benefits, and structure of positions to other similar organizations. The purpose is to determine if LASA’s pay and benefits are competitive in the market place. The Board awarded the contract to ARRO in November 2021. The contract was closed out in June 2022. Table 17 shows a summary of the costs.

Table 17: Summary of wage and benefit study project costs

Contract	Firm	Initial contract	Change orders	Total contract	Spent	End Outstanding
Wage study	ARRO Consulting	\$24,187	\$0	\$24,187	\$13,812	\$10,375

- West Earl Township future public sewer service study: This work is to study public sewer service alternatives for the Farmersville area in West Earl Township (including Fairmount Homes) as well as the Turtle Hill Road area (including the Lancaster County Career and Technology Center). This includes reporting which addresses some of the West Earl Township requirements to update its Act 537 Plan. The Board awarded the contract to Becker Engineering in May 2021. Table 18 shows a summary of the costs.

Table 18: Summary of West Earl Township future public sewer service study project costs

Contract	Firm	Initial contract	Change orders	Total contract	Spent (1)	Outstanding (1)
Study	Becker Engineering	\$19,540	\$0	\$19,540	\$19,134	\$406

(1) As of January 3, 2023

- High strength waste trial for LASA anaerobic digesters: This work is to develop and implement a trial high-strength acceptance program so that these wastes can be fed to our digesters to increase gas production. The Board awarded the contract to Entech Engineering at its April 28, 2022 meeting. Table 19 shows a summary of the costs.

Table 19: Summary of high strength waste trial project costs

Contract	Firm	Initial contract	Change orders	Total contract	Spent (1)	Outstanding (1)
Study	Entech Engineering	\$4,500	\$0	\$4,500	\$755	\$3,745

(1) As of January 3, 2023

- Grant solicitation: This work is to assist LASA staff to evaluate capital projects to determine which projects will compete for various grant and low interest loan programs. The consultant will also outline the various grant opportunities that line up with the 5-year LASA capital plan. The Board awarded the contract to Rettew at its April 28, 2022 meeting. The scope of the work was expanded to include development and submission of a PennVEST loan application. Table 20 shows a summary of the costs.

Table 20: Summary of grant solicitation project costs

Contract	Firm	Initial contract	Change orders	Total contract	Spent (1)	Outstanding (1)
Study	Rettew	\$5,000	\$6,500	\$11,500	\$8,604	\$2,896

(1) As of January 3, 2023

- Cocalico Creek pump station and force main upgrade design: This project will upgrade portions of LASA's Cocalico Creek pump station and replace portions of the Cocalico Creek and Newport Road pump station shared force main to address backups during high flow events at the Cocalico Creek pump station in West Earl Township. The Board awarded the design contract to RK&K at its June 23, 2022 meeting. Table 21 shows a summary of the costs.

Table 21: Summary of Cocalico Creek pump station and force main design project costs

Contract	Firm	Initial contract	Change orders	Total contract	Spent (1)	Outstanding (1)
Design and construction administration	RK&K	\$89,865	\$0	\$89,865	\$50,551	\$39,314

(1) As of January 3, 2023

- Smoke and dye testing pilot in Columbia Borough: This work is to perform a sewer system smoke and dyed water testing pilot program in Columbia Borough, over a four day period. The contractor provided a turnkey program of smoke and dye testing to identify sources of inflow (roof drains, gutters, floor drains, or sump pumps). The Board awarded the contract to Flow Assessment Services at its April 28, 2022 meeting. The project was closed out in October 2022. Table 22 shows a summary of the costs.

Table 22: Summary of smoke and dye testing pilot project costs

Contract	Firm	Initial contract	Change orders	Total contract	Spent	End Outstanding
Assessment	Flow Assessment Services	\$89,865	\$0	\$89,865	\$50,551	\$39,314

Engineering: Construction

- Lower Little Conestoga interceptor rehabilitation Phase 2: This is the second phase of the 5-year interceptor rehabilitation project, to rehabilitate 4,700 feet of interceptor and 13 manholes, including three stream crossings. The Board awarded the design contract to RK&K at its June 2020 meeting, the construction contract to Insituform Technologies at its July 2021 meeting and the inspection services contract to RK&K at its August 2021 meeting. Table 23 shows a summary of the costs.

Table 23: Summary of Lower Little Conestoga interceptor rehabilitation phase 2 costs

Contract	Firm	Initial contract	Change orders	Total contract	Spent (1)	Outstanding (1)
Design and permitting	RK&K	\$94,630	\$7,290	\$101,920	\$101,838	\$81
Construction inspection	RK&K	\$123,200	\$0	\$123,200	\$94,230	\$28,970
Construction	Insituform Technologies	\$3,191,086	-\$38,716	\$3,152,370	\$2,889,764	\$262,607
Totals		\$3,408,916	-\$31,426	\$3,377,490	\$3,085,832	\$291,658

(1) As of January 4, 2022

- Lower Little Conestoga interceptor rehabilitation Phase 3: This is the third phase of the 5-year interceptor rehabilitation project, to rehabilitate 5,224 feet of interceptor and 14 manholes, including one stream crossing. The Board awarded the design contract to RK&K at its August 2020 meeting, the RPR (inspection) services contract to RK&K at its April 2022 meeting, and the construction contract to Spiniello Companies at its March 2022 meeting. Table 24 shows a summary of the costs.

Table 24: Summary of Lower Little Conestoga interceptor rehab phase 3 project costs

Contract	Firm	Initial contract	Change orders	Total contract	Spent (1)	Outstanding (1)
Design and permitting	RK&K	\$94,630	\$0	\$94,630	\$94,566	\$64
Construction inspection	RK&K	\$148,800	\$0	\$148,800	\$85,952	\$62,847
Construction	Spiniello	\$3,753,300	\$1,750	\$3,755,050	\$3,036,255	\$718,796
Totals		\$3,996,730	\$1,750	\$3,998,480	\$3,216,773	\$781,708

(1) As of January 3, 2023

- Collection system rehabilitation 2021: This project includes the repair of 163 sewer laterals and a section of sewer main under railroad tracks in East Hempfield Township. The Board awarded the contract to DeTraglia Excavating & Landscaping, Inc. in May 2021. Table 25



shows a summary of the costs. This project was closed out in October 2022.

Table 25: Summary of collection system rehabilitation 2021 project costs

Contract	Firm	Initial contract	Change orders	Total contract	Spent	End Outstanding
Sewer line & manhole rehabilitation	DeTraglia Construction	\$514,136	-\$17,079	\$497,057	\$497,057	\$0

- Honeysuckle Lane force main replacement: This work is the design, bidding and construction of the replacement of the Honeysuckle Lane force main as a follow-up to the RK&K study. The study report identified the corroded portions of the Honeysuckle Lane force main and recommended the most cost effective means to replace the damaged sections. The report from RK&K found that approximately 1,850 feet of force main needed replaced with a new pressure rated corrosion resistant pipe, and an air valve vault where the pipe will need recoated and an air valve replaced. The Board awarded the design contract to RK&K in November 2021 and the construction contract to Wexcon, Inc. at its October 2022 meeting. Table 26 shows a summary of the costs.

Table 26: Summary of Honeysuckle Lane force main replacement project costs

Contract	Firm	Initial contract	Change orders	Total contract	Spent (1)	Outstanding (1)
Design & construction administration	RK&K	\$89,764	\$0	\$89,764	\$36,534	\$53,230
Construction	Wexcon, Inc.	\$375,550	\$0	\$375,550	\$0	\$375,550
Totals		\$465,314	\$0	\$465,314	\$36,534	\$428,780

(1) As of January 3, 2023

- Check valve installation: This project provides check valves to 22 properties that have experienced basement backups from the LASA sewer main. The Board awarded the construction contract to Wexcon, Inc. at its April 28, 2022 meeting. The project was closed out in September 2022. Table 27 shows a summary of the costs.

Table 27: Summary of check valve installation project costs

Contract	Firm	Initial contract	Change orders	Total contract	Spent	End Outstanding
Construction	Wexcon	\$59,730	-\$2,900	\$56,830	\$56,830	\$0

- Total capital projects 2022: This year there were 20 projects with total contract costs of \$14,888,229 and change orders of -\$22,931 or -0.15% of project cost, as shown in Table 28 below:

Table 28: Listing of all capital projects 2022

Project	Initial contract \$	Change orders \$	Total contract \$	Change order %	Spent \$ (1)	Outstanding \$ (1)
<b>Studies and design</b>						
Lower Little Conestoga interceptor rehabilitation Phase 4	110,740	0	110,740	0.0	50,446	60,294
LASA treatment plant upgrade design	5,248,284	0	5,248,284	0.0	1,550,046	3,698,238
Trucked waste improvements design	226,425	0	226,425	0.0	38,379	188,046
Local limit development	39,700	10,224	49,924	25.75	44,678	5,246
Collection system master plan update	150,187	0	150,187	0	75,897	74,290
Silver Spring pump station upgrade design	169,681	5,000	174,681	2.95	108,498	66,183
Landisville 1 pump station upgrade design	303,894	5,000	308,894	1.65	132,220	176,674
Streambank stabilization design & permitting 1208 Mill Mar	6,200	0	6,200	0.0	4,151	2,049
Honeysuckle Lane force main integrity / corrosion analysis	35,200	0	35,200	0.0	33,538	1,662
Wage and benefit study	24,187	0	24,187	0.0	13,812	10,375
West Earl future public sewer service study	19,540	0	19,540	0.0	19,134	406
High strength waste trial for LASA anaerobic digesters	4,500	0	4,500	0.0	755	3,745
Grant solicitation	5,000	6,500	11,500	130	8,604	2,896
Cocalico Creek pump station & force main upgrade design	89,865	0	89,865	0.0	50,551	39,314
Smoke and due testing pilot in Columbia Borough	10,000	0	10,000	0.0	10,000	0
<b>Construction</b>						
Little Conestoga interceptor rehabilitation phase 2	3,408,916	-31,426	3,377,490	-0.92	3,085,832	291,658
Little Conestoga interceptor rehabilitation phase 3	3,996,730	1,750	3,998,480	0.04	3,216,773	781,708
Collection system rehabilitation 2021	514,136	-17,079	497,057	-3.32	497,057	0
Honeysuckle Lane force main replacement	465,314	0	465,314	0.0	36,534	428,780
Check valve installation	59,730	-2,900	56,830	-4.86	56,830	0
<b>Subtotal studies</b>	<b>6,443,403</b>	<b>26,724</b>	<b>6,470,127</b>		<b>2,140,709</b>	<b>4,329,418</b>
<b>Subtotal construction</b>	<b>8,444,826</b>	<b>-49,655</b>	<b>8,395,171</b>		<b>6,893,026</b>	<b>1,502,146</b>
<b>Grand totals (weighted average change order percent)</b>	<b>14,888,229</b>	<b>-22,931</b>	<b>14,865,298</b>	<b>-0.15%</b>	<b>9,033,735</b>	<b>5,831,564</b>

(1) As of January 3, 2023

Property management

- Graham property: This is a single-family house owned by the Authority that is being rented at \$2,095 per month. Total rental revenue in 2022 was \$25,140, while operating costs to maintain the property were \$5,565, for a net \$19,575 gain.
- Witmer property: This is a single-family house owned by the Authority that is being rented at \$1,600 per month. Total rental revenue in 2022 was \$14,772, while operating costs to maintain the property were \$5,968, for a net \$8,804 gain.
- Farm lease: Approximately 150 acres of farmland owned by the Authority along Blue Rock Road are being leased to Meadow Lane Dairy under a competitively bid contract effective January 2021. Total lease revenue in 2022 was \$91,837. Costs for the Authority include

maintaining oversight through an independent agreement with TeamAg at an annual cost of \$4,855, for a net \$86,982 gain.

C. Success at meeting goals from the year 2022

General administration

- Program oriented
  - Publish at least 2 press releases. Not Completed.
- Outcomes
  - Close on 1 new service area. Completed.

Finance

- Program oriented
  - Establish one new financial policy. Not Completed.
  - Modify purchasing card transactions to record transactions under vendor name. In Progress.
- Outcomes
  - Complete financial audit with three or less auditor adjustments. Met.
  - Achieve a less than 10% variance between March financial reports and audited financial reports for Operating Income and Expenses. Met.
  - Achieve the following levels in the S & P financial risk profile:
    - Debt coverage greater than 1.6X (Level 1). Met.
    - 150+ days of reserves (Level 1). Met.
    - Debt to capitalization of 35% - 50% (Level 3). Met.

Customer Service

- Program oriented
  - Convert two internal operating procedures to SOP's. Completed.
  - Add one service (FOG, trucked waste, or Permitted Flow) to Springbrook billing. Completed.
  - Convert Manor customers to LASA customers. Completed.
- Outcomes
  - Reduce number of delinquent accounts with balances in excess of \$500 by 3%. Not Met.
  - Automate download of water consumption data into Springbrook. Completed.

Engineering

- Program oriented
  - Eliminate at least one copy of developer correspondence through collaboration on SharePoint. Completed.
  - Scan and close out 20 old escrow projects. Completed.
  - Convert PDM to a SharePoint app. Not Completed.
  - Develop in-house notary capabilities. Completed.
  - Refine Collection System Master Plan. In Progress.

- Start a system wide hydraulic condition assessment. Not Completed.
- Submit at least 3 grant applications. Completed.
- Update asset management condition assessment. Not completed.
- Outcomes
  - Award construction of treatment plant upgrade and begin construction. In Progress.
  - Bid and construct wet weather check valve project. Completed.
  - Bid and construct Honeysuckle Lane force main replacement. Completed.
  - Begin design of Farmdale pump station upgrade. Not Completed.
  - Complete construction of Lower Little Conestoga interceptor rehabilitation Phase 2. Completed.
  - Complete construction of Lower Little Conestoga interceptor rehabilitation Phase 3. Completed.
  - Design Lower Little Conestoga interceptor rehabilitation Phase 4. Completed.
  - Bid and begin construction of Silver Spring pump station upgrade. Not Completed.
  - Receive land development approval for Landisville 1 pump station relocation. Completed.
  - Bid construction of Landisville 1 pump station relocation. Not Completed.
  - Bid and award collection system rehab project for 2022. Not Completed.

#### Information Technology

- Program oriented
  - Conduct IT application survey. Not Completed.
  - Install surveillance cameras for the Brownstown treatment plant. Completed.
  - Update the DVR for the LASA treatment plant. Completed.
  - Upgrade wireless network at LASA treatment plant with 8 more access points. Completed.
  - Upgrade DOC Star to latest version and modify database application. Completed.
  - Upgrade Boardroom with new TV and modify of conference table with video, data and power outlets. In Progress.
  - Install Blueview gate control software to program keys. Not Completed.
  - Upgrade the Cimplicity SCADA application and replace physical servers. Completed.
  - Replace training tracking software. In Progress.
  - Create social media space for LASA (Linked-In, Facebook). Not Completed.

#### D. Goals for 2023

##### General administration

- Program oriented
  - Develop public relations plan.
  - Publish at least 2 press releases.
  - Adopt new strategic goals.

- Outcomes
  - Close on 1 new service area.

#### Finance

- Program oriented
  - Establish an Investment Policy.
  - Use one large vendor (over \$100,000 in annual billings) as a trial for payment using purchasing card.
- Outcomes
  - Complete financial audit with three or less auditor adjustments.
  - Complete single audit with less than two findings.
  - Achieve the following levels in the S & P financial risk profile:
    - Debt coverage greater than 1.6X (Level 1)
    - 150+ days of reserves (Level 1)
    - Debt to capitalization of 35% - 50% (Level 3)

#### Customer Service

- Program oriented
  - Add one service (FOG, Permitted Flow, Trucked Waste permits) to Springbrook billing.
- Outcomes
  - Reduce number of delinquent accounts with balances in excess of \$500 by 3%.
  - Convert billing program from hosted version to SaaS version through Springbrook with no utility billing delays.

#### Engineering

- Program oriented
  - Scan and close 20 old escrow projects.
  - Convert PDM to share point application.
  - Write new connection permits using LUCITY.
  - Complete the Collection System Master Plan amendment.
  - Review of structural defects in collection system pipe, laterals and manholes.
  - Update asset management condition assessment.
- Outcomes
  - Bid the treatment plant and trucked waste upgrade project and begin construction.
  - Bid the Little Conestoga interceptor rehabilitation Phase 4 project and begin construction.
  - Bid the Cocalico Creek capacity restoration project and begin construction.
  - Begin design and acquire land for new Farmdale pump station.
  - Bid Landisville 1 pump station project and begin construction.
  - Bid Silver Spring pump station project and begin construction.
  - Complete the Honeysuckle Lane force main replacement project.
  - Complete collection system rehabilitation project for 2023.

## Information Technology

- Program oriented
  - Conduct IT application survey.
  - Complete interior/exterior penetration test.
  - Move training data to LUCITY.
  - Create social media space.
  - Add Comcast data, voice line and firewall to the West Earl pumping stations.
  - Add pan, tilt, zoom cameras to the West Earl pump stations with cloud management.
  - Create new Cimplicity SCADA project for pump stations.
  - Install West Earl treatment plant gate software.

## **VI. Safety Program**

### A. Program description

The Lancaster Area Sewer Authority has established a safety program to provide a safe and healthy work environment for all employees. The Authority's safety and health program identifies and controls exposures that can produce injury to, or adversely affect the health of, its employees and visitors, interrupt operations or damage property, equipment, materials, or the environment.

### B. Safety inspections

An essential part of the safety program is monthly inspections of Authority facilities to identify safety deficiencies. Authority staff inspected and completed inspection forms on all facilities at the treatment plant, the collection system pumping stations, maintenance building, and administration building on a monthly basis in 2022, and performed quarterly inspections of all wall-mounted and vehicle first aid kits.

### C. Safety committee

The Authority maintains an active safety committee that meets regularly and includes members who represent all areas of operation and administration and all levels of staffing. The Committee met every month at the treatment facility, administration building, or via conference call in 2022, as follows: January 7, February 4, March 4, April 7, May 5, June 2, July 7, August 4, September 1, October 6, November 3, and December 1. The meeting minutes are distributed to all employees and available by utilizing Policy Tech Software or by referencing posted hard copies. Members of this committee during 2022 included Mark Heiser, John Vilga, Carol Herr, Brian Wilcox, Bruce Weaver, Joel Springer, Cullen Wolf, and Mike Kyle.

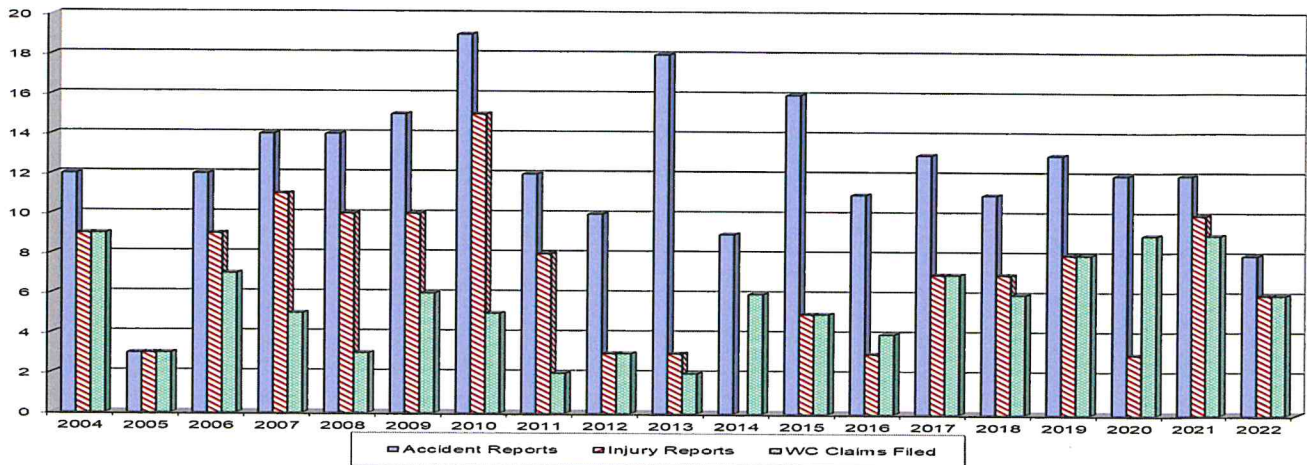
### D. Unsafe condition reports

Employees are encouraged to report unsafe conditions and "near hits" to the safety committee for review and action. During 2022, there were no unsafe conditions reported (none last year).

### E. Accident and incident reports

There were 8 accident, injury, equipment, vehicle, or property damage reports in 2022 (4 fewer than last year). Figure 21 shows accident reports, injury reports, and workers compensation claims filed over the past 19 years.

Figure 21: Accident and injury statistics



As in previous years, LASA emphasizes the need to report every incident or accident regardless of whether it resulted in any injury requiring medical treatment. Of the 8 accidents and equipment damages reported in 2022, 6 were minor incidents requiring no outside medical attention; 2 of these minor incidents were motor vehicle accidents resulting only in vehicle damage. Of the 2 accidents requiring outside medical attention in 2022, there were 8 lost work hours. There were 6 workers compensation claims in 2022, 3 fewer than last year, as listed in *Exhibit Q*.

### F. Success at meeting goals from the year 2022

- Program oriented
  - Develop new Safety Manual section related to “Consider revising employee suggestion program” (Section 8 of Manual). Not Completed.
  - Develop accident-tracking mechanism to identify accident trends and allow for targeted training. Identify outside training opportunities that focus on these areas. Completed.
- Outcomes
  - Reduce the number of reported work-related accidents by 2, to 10 or less. Met (reported 6).
  - Reduce the number of equipment, vehicle, and property damage accidents by 1, to 2 or less. Met (reported 2).

### G. Goals for 2023

- Program oriented
  - Develop new Safety Manual section related to “Consider revising employee suggestion program” (Section 8 of Manual).

- Outcomes
  - Reduce the number of reported work-related accidents by 1, to 5 or less.
  - Reduce the number of equipment, vehicle, and property damage accidents by 1, to 1 or less.
  - Reduce the number of workers compensation claims by 1, to 5 or less.

## **VII. Treatment Plant Operations, Laboratory, and Industrial Pretreatment**

### **A. Duties and program description**

Department responsibilities include operation and maintenance of the LASA's main wastewater treatment facility and 300+ acre grounds, laboratory testing, industrial pretreatment, and trucked waste management. Treatment plant and laboratory staffing currently includes 3 supervisors, 9 operators, 1 pretreatment technician, and 2 laboratory technicians for a total of 15 full-time employees, the same number as last year.

Brian Wilcox, Plant Operations Director, provides oversight of LASA's main treatment plant, laboratory, trucked waste and pretreatment sections. Ed Lyle, Operations Chief, supervises plant operations staff and is responsible for overall plant operation and permit compliance. Sarah Yando, Laboratory Manager, supervises laboratory and pretreatment staff and is responsible for laboratory accreditation and management of the industrial pretreatment and trucked waste programs. We currently operate LASA's Brownstown treatment plant through an operations contract.

**Operations:** The operations team provides operating and maintenance services to assure compliance with the LASA main treatment plant and LASA's Brownstown treatment plant NPDES Permits in a safe and cost-effective manner. The team also provides for community outreach and management of biosolids in a manner consistent with all regulatory requirements.

**Laboratory:** The laboratory team supports plant operations by providing sampling and testing of plant influent, effluent, and process solids. LASA's laboratory employees perform all wastewater analyses required to verify compliance with the LASA main treatment plant NPDES Permit, as well as wastewater analyses to monitor various points of the treatment process to assist operators in process control. In addition, the laboratory tests industrial wastewater and trucked wastes received at the LASA's main treatment facility. The LASA laboratory is accredited under 25 PA Code, Chapter 252 Environmental Laboratory Accreditation Act.

**Pretreatment:** The pretreatment section ensures that industrial and commercial customers comply with LASA regulations and USEPA pretreatment standards.

**Trucked Wastes:** The trucked wastes section ensures that domestic and industrial wastes hauled to LASA's main treatment plant comply with Chapter 165 - Trucked Waste of the LASA Rules and Regulations.



B. Activities and accomplishments in 2022

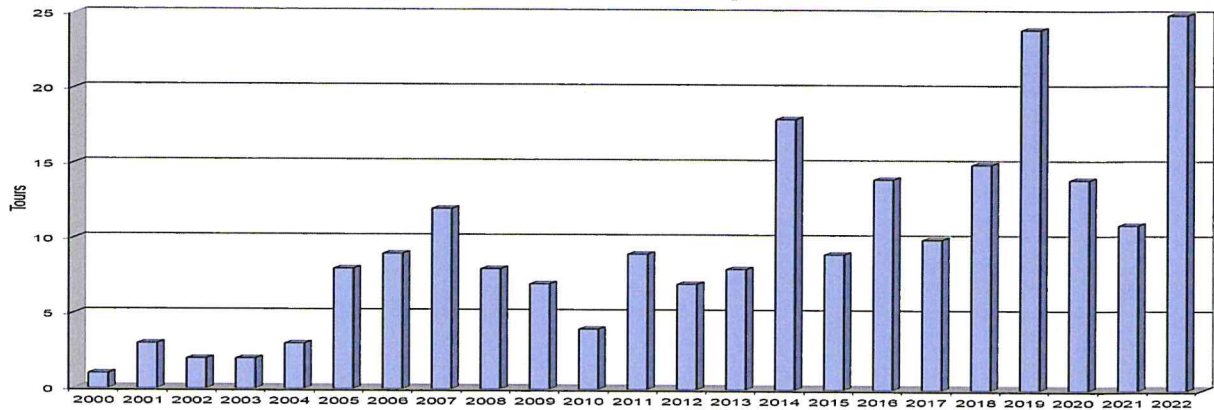
Operations

- Treated 4 Billion gallons of wastewater at the main plant, about the same as last year.
- Completed all required regulatory reports.
- Implemented numerous changes to SCADA to improve functionality and trending.
- Responded to 33 emergency calls at the main treatment plant, 5 more than last year. Calls were mostly the result of high flows, high final clarifier sludge blankets and power failures.

Community relations

- Oversaw 2 rental properties, 150+ acre farm lease, historic mill and boat launch parking lot.
- Continued to help the Blue Rock Heritage Center (a non-profit community group) with site cleanup around the historic Blue Rock Mill and preparation for the open house and Heritage Days as well as the FFA tractor pull that takes place on LASA property. Ed Lyle currently serves as Vice President of the Center.
- Provided access to the main treatment facility grounds for a local bird watching club to document the various species of uncommon birds found around the site.
- Continued to work with the local fire company to provide parking spaces on LASA property for the Washington Boro Tomato Festival, which takes place over two weekends.
- Conducted 25 main plant tours (14 more than last year), with 169 attendees. See Figure 22 for facility tours conducted annually, from 2000 – 2022.

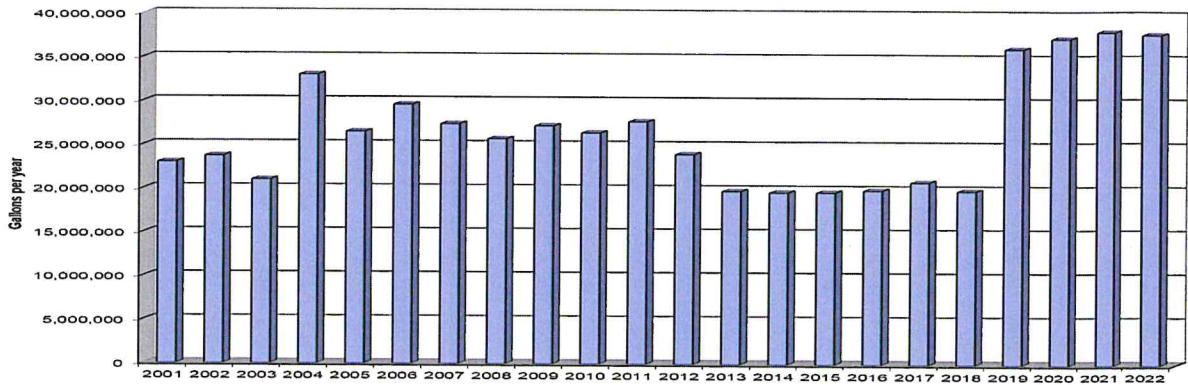
Figure 22: Tours at main treatment plant



Biosolids

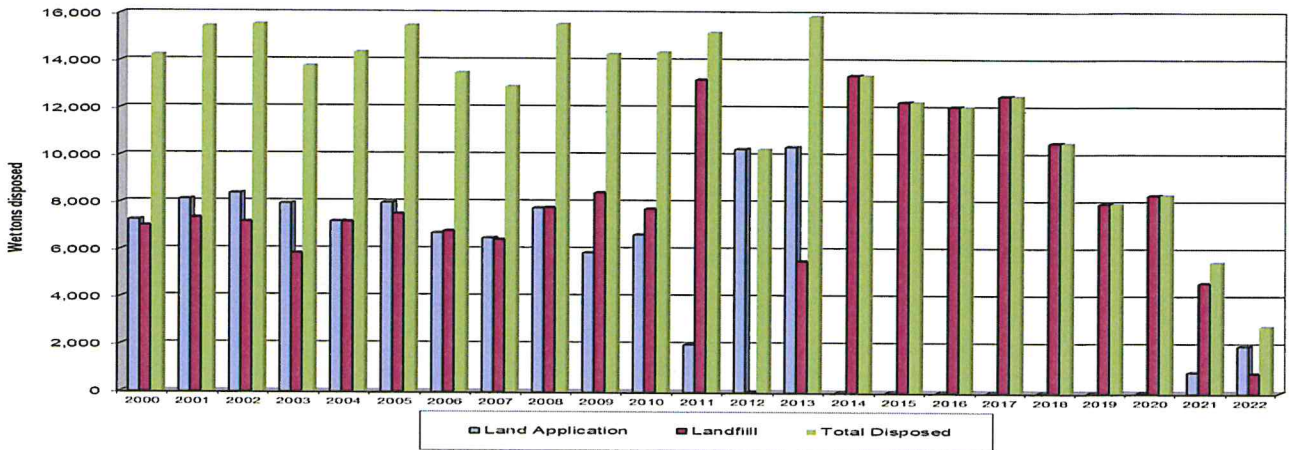
- Dewatered 37.8 million gallons of sludge at the main plant (a decrease of about 0.3 million gallons from 2021). See Figure 23 for sludge dewatered at the main treatment plant, from 2001 – 2022.

Figure 23: Sludge dewatered at main treatment plant



- Land applied 1,991 wet tons to farm land (nearly twice the amount from last year, an increase of 1,108 wet tons from 2021). Landfilled 831 wet tons at the LCSWMA Frey Farm landfill (a significant decrease of 3,817 wet tons from 2021). Total disposal was 2,823 wet tons (about half that of last year, or 2,709 wet tons less than 2021), due to increased dryer operation. Figure 24 shows biosolids disposal activity, from 2000 – 2022.

Figure 24: Biosolids disposal activity



Laboratory

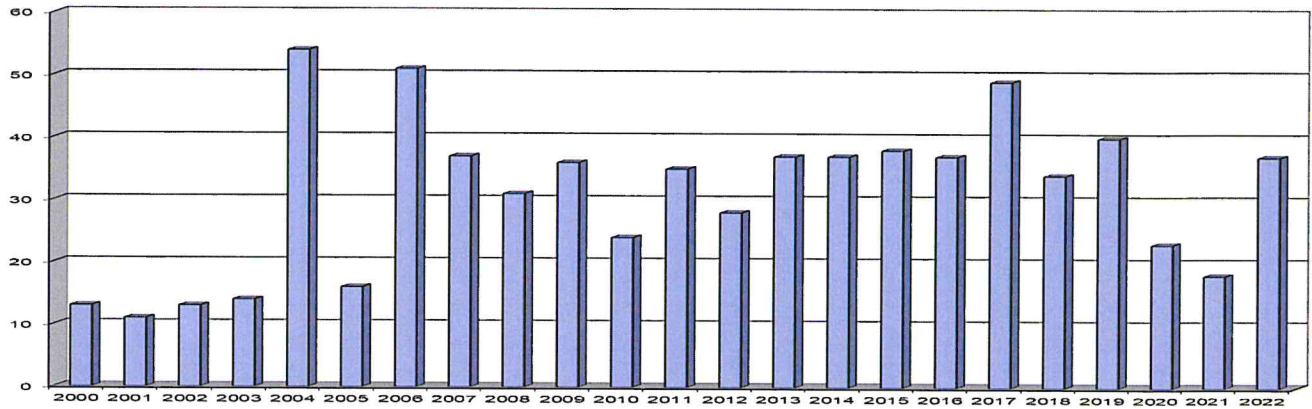
- Successfully analyzed annual proficiency testing samples for all parameters on the Laboratory Scope of Accreditation to maintain accreditation status.
- Generated 10,887 laboratory results including process control, NPDES requirements, industrial user and trucked waste.
- Maintained 10 methods on the laboratory scope of accreditation.
- All staff successfully completed annual demonstration of capabilities.
- An additional lab technician was approved as an alternate laboratory supervisor by PADEP.

Industrial Pretreatment

- Submitted EPA industrial pretreatment annual report.
- Renewed 5 industrial user permits. Currently manage 19 industrial user permits including 16 Significant Industrial Users (SIUs).

- Updated all Significant Industrial User permits with local limits approved by EPA in 2022.
- Performed 16 industrial and commercial facility inspections.
- Oversaw 83 sampling events to comply with EPA required sampling frequencies and as part of the LASA surcharge program.
- Issued 37 Notices of Violation (NOVs) to industrial/commercial users (19 more than last year). Figure 25 shows NOVs issued to industrial/commercial users from 2000 to 2022.

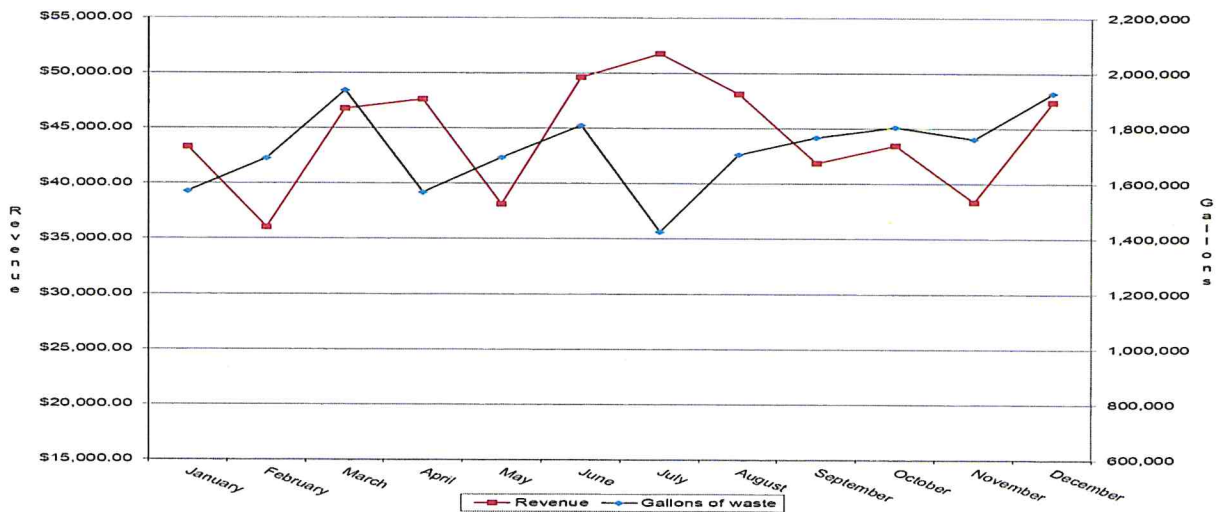
Figure 25: LASA NOV issuance



Trucked Waste

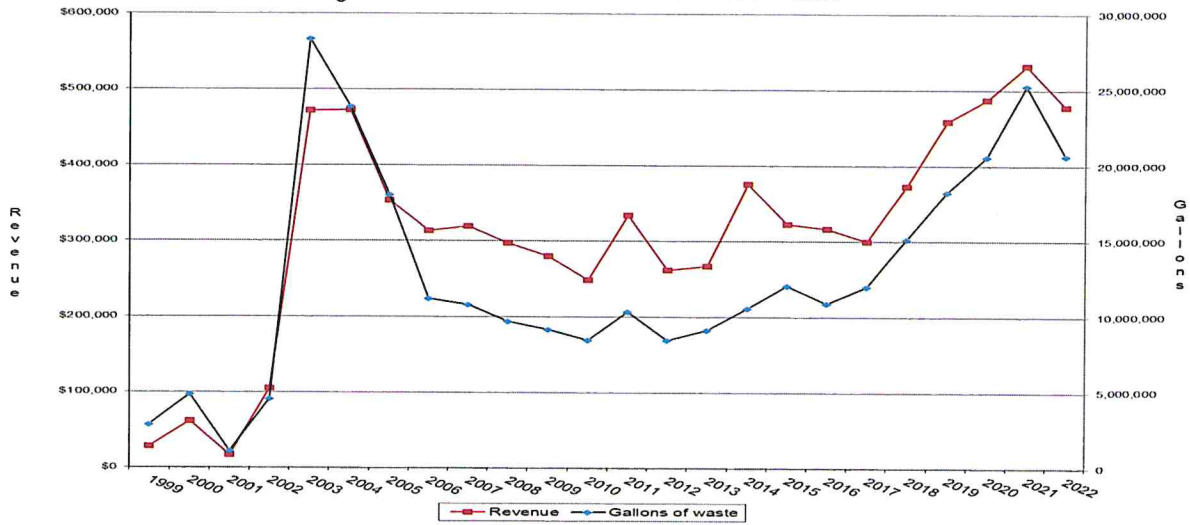
- Issued 1 trucked waste generator permit renewal and 1 new permit.
  - Issued 16 trucked waste hauler license renewals and 1 new license.
  - Processed waste from 5,317 truckloads at the main plant (1,222 less than last year).
  - Treated 20,651,200 gallons of trucked waste at the main plant (4,686,100 less gallons than last year). Received total trucked waste revenues of \$478,149 (\$54,184 less than last year).
- Trucked waste activity for 2022 on a monthly basis is shown in Figure 26.

Figure 26: Monthly trucked waste for 2022



- Trucked Waste activity from 1999 through 2022 on an annual basis is shown in Figure 27.

Figure 27: Annual trucked waste from 1999 – 2021



C. Success at meeting goals from the year 2022

Operations

- Program oriented
  - Rename both treatment plants and update signage. In Progress.
  - Review and provide comments on 60% and 90% design drawings of wet-end main plant upgrade. In Progress (60% drawings and specs reviewed).
  - Conduct high strength waste trial for digesters at main plant. In Progress.
  - Upgrade head works electrical components and grit handling piping. Completed.
  - Improve instrumentation at Brownstown plant. Completed.
  - Improve Brownstown plant SBR performance. Completed.
- Outcomes
  - No treatment plant NPDES permit effluent violations at either plant. Not Met.
  - No biosolids permit violations. Met.
  - No lost workdays as a result of a work-related accident. Met.
  - Generate 1,800 tons of Class A biosolids for beneficial reuse. Met.
  - Reduce the number of call-ins by 5. Not Met.

Laboratory

- Program oriented
  - Complete ethics training. Completed.
  - Complete annual proficiency testing. Completed.
  - Complete at least eight (8) laboratory safety related trainings. Completed.
  - Provide training to new operator(s) for permit-required testing for weekend shifts. Completed.
  - Upgrade SEAL AQ2 discrete analyzer software. Completed.
  - Have one staff member serve on a professional organization committee. Met

- Upgrade SOP's in accordance with most recent methods update rule. Completed.
- Outcomes
  - Maintain laboratory accreditation. Met.
  - No lost workdays as a result of a work-related accident. Met.

#### Industrial Pretreatment

- Program oriented
  - Complete local limits analysis process for LASA main treatment plant. Completed.
  - Complete survey of suspected categorical industries and initiate permitting. In Progress.
  - Inspect and sample 100% of SIU's. Completed.
  - Initiate pretreatment program and local limits analysis for Brownstown plant. In Progress.
  - Fill open Pretreatment Tech position. Completed.
- Outcomes
  - Complete last outstanding requirement from EPA pretreatment compliance audit action items table. In Progress.
  - Exceed average EPA Region 3 rating on annual report by at least 5 points. Met.
  - No lost workdays as a result of a work-related accident. Met.

#### Trucked Waste

- Program oriented
  - Add one new customer. Completed.
  - Review and provide comments on 60% and 90% trucked waste improvements design drawings. In Progress.
- Outcomes
  - Increase revenue by \$20,000 for the fiscal year. Not Met.

### D. Goals for 2023

#### Operations

- Program oriented
  - Rename both treatment plants and update signage.
  - Review and provide comments on 90% main plant upgrade design documents.
  - Bid contract of wet-end main plant upgrade.
  - Implement SCADA system at Brownstown plant.
  - Implement influent debris removal screen at Brownstown plant.
  - Improve Brownstown plant aeration performance.
- Outcomes
  - No treatment plant NPDES permit effluent violations at either plant.
  - No biosolids permit violations.
  - No lost workdays as a result of a work-related accident.
  - Generate 2,000 tons of Class A biosolids for beneficial reuse.

- Reduce biosolids landfill disposal to 500 tons or less.
- Reduce the number of call-ins by 5.

#### Laboratory

- Program oriented
  - Complete ethics training.
  - Complete annual proficiency testing.
  - Complete at least eight (8) laboratory safety related trainings.
  - Provide training to new operator(s) for permit-required testing for weekend shifts.
  - Add E. coli testing to scope of accreditation.
  - Have one staff member serve on a professional organization committee.
  - Test LASA Brownstown plant samples at LASA laboratory.
  - Integrate Brownstown plant operational data into laboratory database.
- Outcomes
  - Maintain laboratory accreditation.
  - No lost workdays as a result of a work-related accident.

#### Industrial Pretreatment

- Program oriented
  - Complete local limits sampling plan for LASA main treatment plant.
  - Initiate survey of suspected categorical industries and initiate permitting.
  - Inspect and sample 100% of SIU's.
  - Initiate pretreatment program and local limits analysis for Brownstown plant.
- Outcomes
  - Complete last outstanding requirement from EPA pretreatment compliance audit action items table.
  - Exceed average EPA Region 3 rating on annual report by at least 5 points.
  - No lost workdays as a result of a work-related accident.

#### Trucked Waste

- Program oriented
  - Add one new customer.
  - Review and provide comments on 90% trucked waste improvements design drawings.
- Outcomes
  - Increase revenue by \$20,000 for the fiscal year.

## VIII. Collection System Operations and Maintenance

### A. Duties and program description

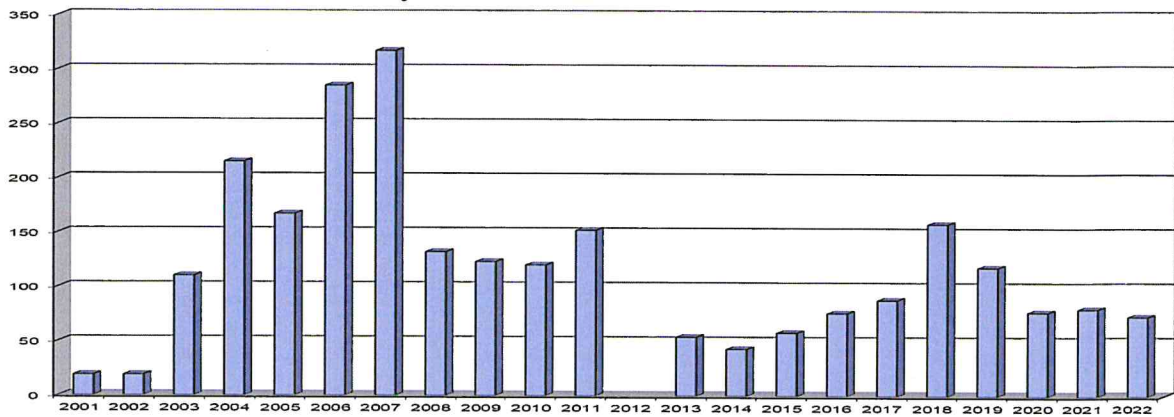
The collection department and the maintenance department respectively operate and maintain the collection system and pumping stations and maintain the major treatment plant equipment. Staffing is currently at 20 full-time employees (one more than last year). John Vilga (Collection System Director) supervises the collection system crews and Don DeClementi (Maintenance Director) supervises the mechanics.

Operation and maintenance of the collection system includes television inspection and maintenance on about 630 miles of LASA-owned sewer lines and maintenance on 45 LASA-owned pumping stations and 1 Manor Township station. Maintenance of the treatment plant equipment includes preventive, predictive, and corrective maintenance on mechanical and electrical equipment.

### B. Activities and accomplishments in 2022

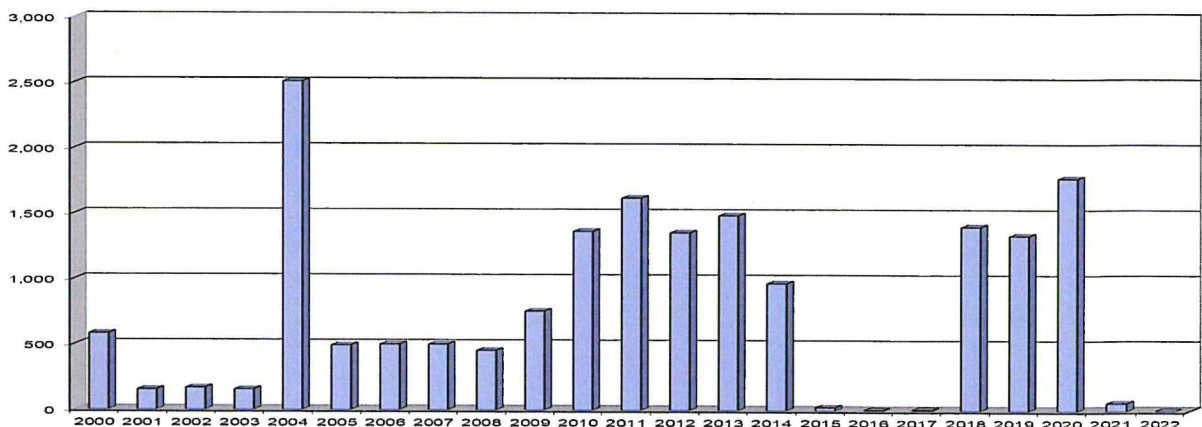
- Installed 73 manhole inserts (7 fewer than last year). See Figure 28 for manhole inserts installed per year from 2001 – 2022.

Figure 28: Manhole inserts installed



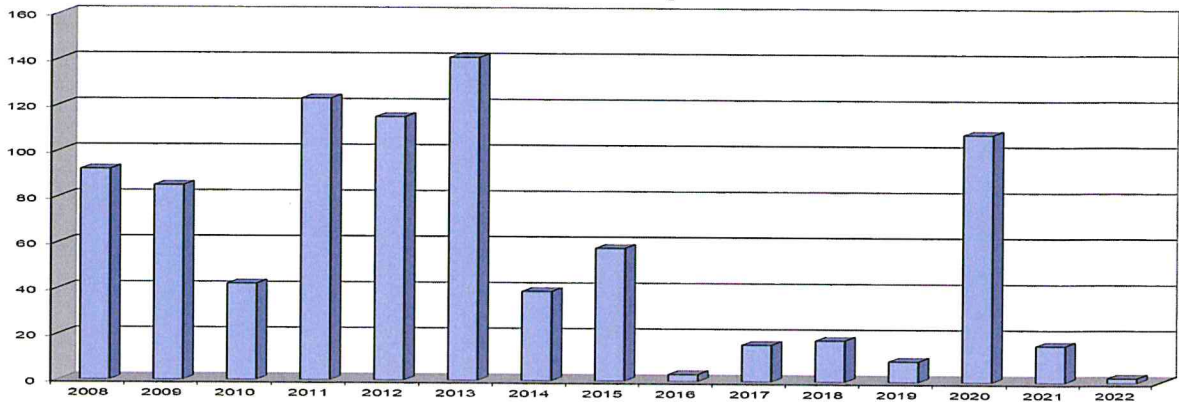
- Inspected no vents for possible inflow into system (59 fewer than last year). See Figure 29 for vents inspected per year from 2000 – 2022.

Figure 29: Vents inspected



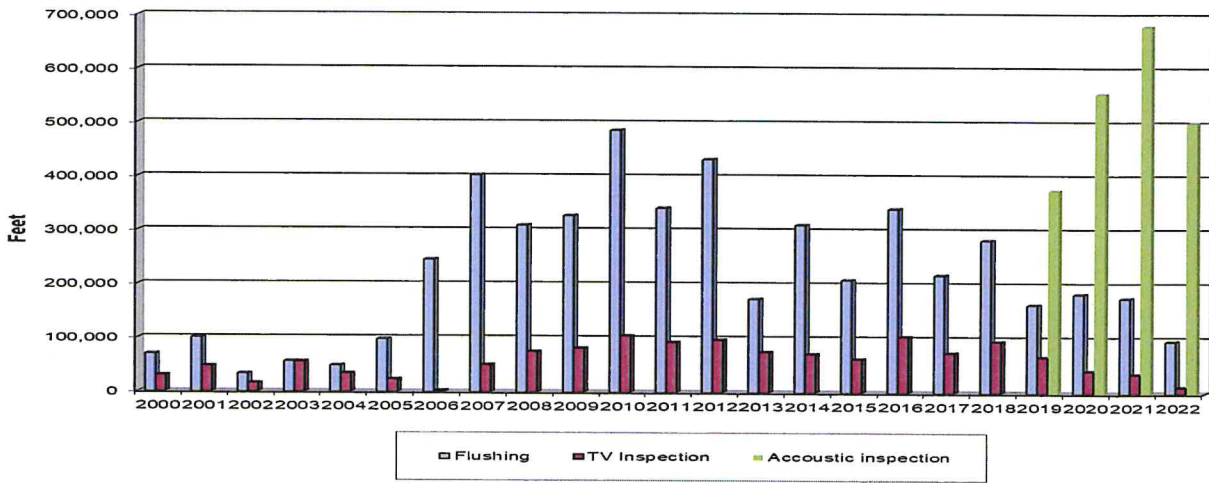
- Repaired 2 vents (14 fewer than last year). See Figure 30 for vents repaired from 2008 – 2022.

Figure 30: Vents repaired



- Flushed 96,371 feet of sewer main (80,074 fewer feet than last year) and televised 11,442 feet of sewer main (23,782 fewer feet than last year). We have reduced flushing and inspection by using SLRAT acoustic inspection (502,687 feet, which was 179,173 less than last year). See Figure 31 for flushing, television inspection, and acoustic inspection per year from 2000 – 2022.

Figure 31: Flushing, TV inspection, acoustic inspection



- The acoustic inspection of pipeline identified 8 potential blockages. The graph below as Figure 32 shows pipe cleaning, blockages, blockages found through customer complaints, blockages found through acoustic inspections, and overflows, since the start of the acoustic inspection program in 2019.



Figure 32: Pipe cleaning, blockages, blockages found via customer complaints and acoustic inspections, and overflows

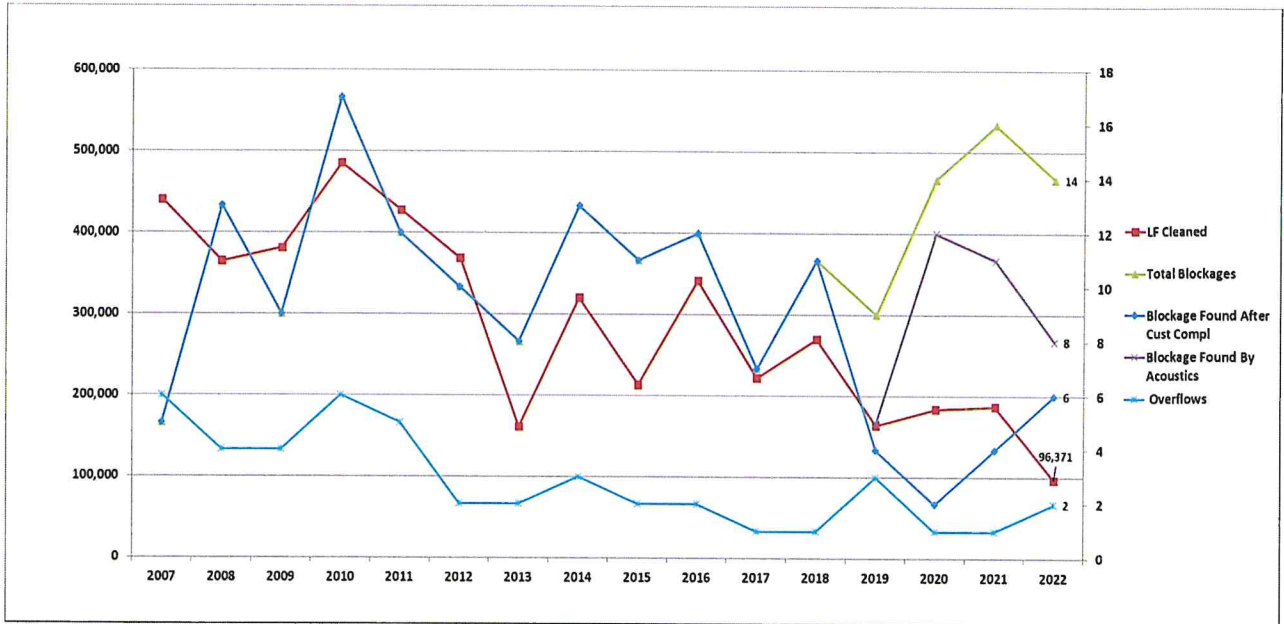
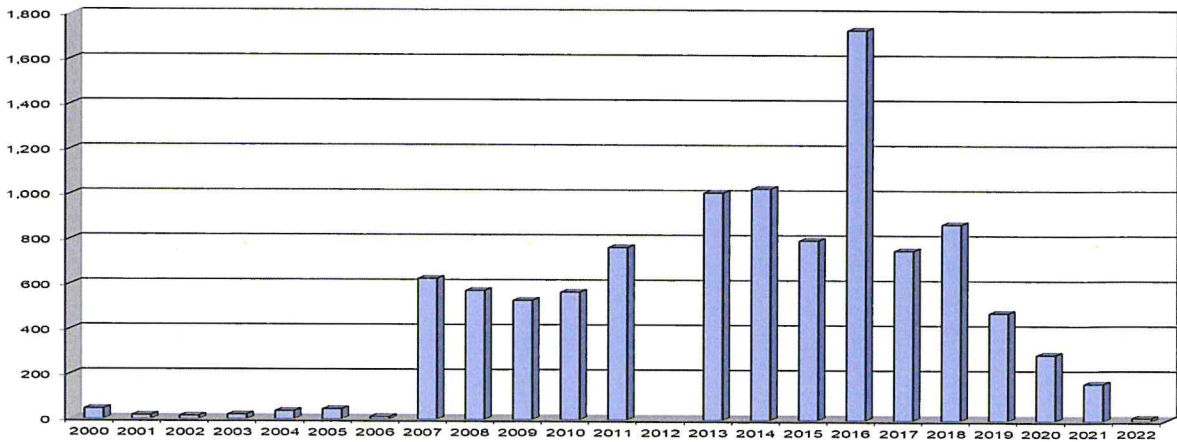


Figure 32 above illustrates that since 2019 when we started focusing hydraulic cleaning on pipelines identified as potentially blocked through acoustic inspection, total hydraulic cleaning has decreased while overflows from blockages have also decreased. The reason for fewer overflows is that we now proactively identify blockages (as opposed to waiting for customers to report blockages), which has reduced number of overflows from the blockages.

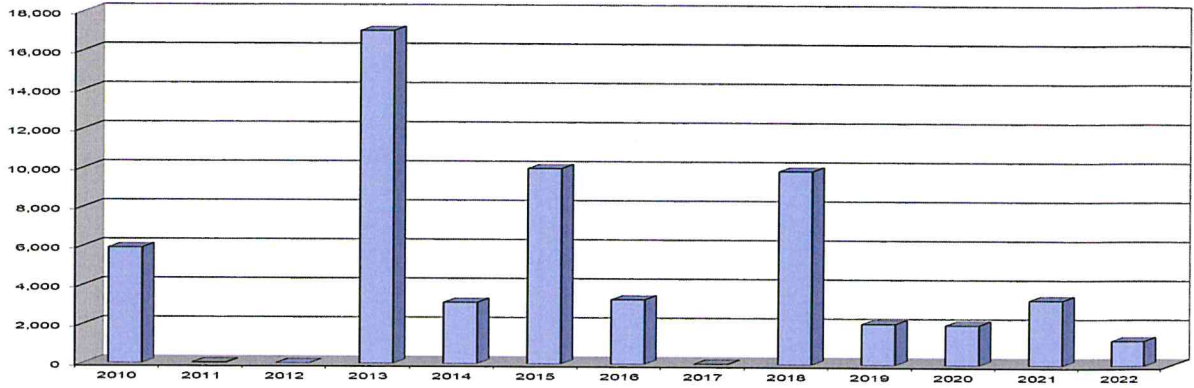
- Televised 12 of LASA’s 6-inch diameter laterals (152 fewer than last year). See Figure 33 for lateral inspection per year from 2000 – 2022.

Figure 33: Television inspection of laterals



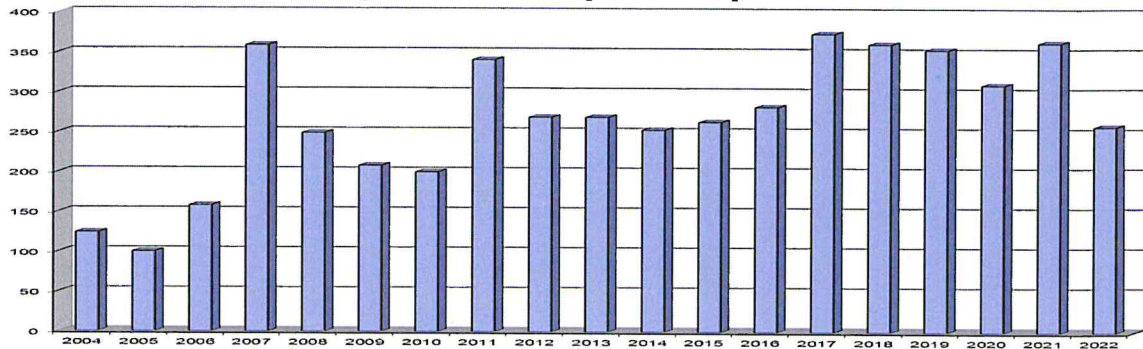
- Saw-cut 1,272 feet of line to remove roots (2,052 fewer than last year). See Figure 34 for feet of line cleared for roots per year from 2010 – 2022.

Figure 34: Root sawing



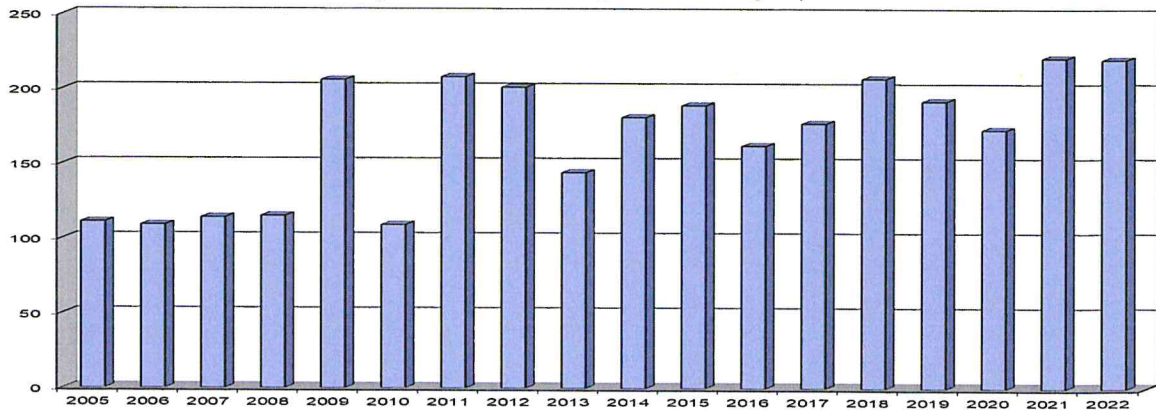
- Responded to 258 customer complaints or inquiries about the collection system (105 fewer than last year). See Figure 35 for collection department complaints or calls per year from 2004 – 2022.

Figure 35: Collection department complaints or calls



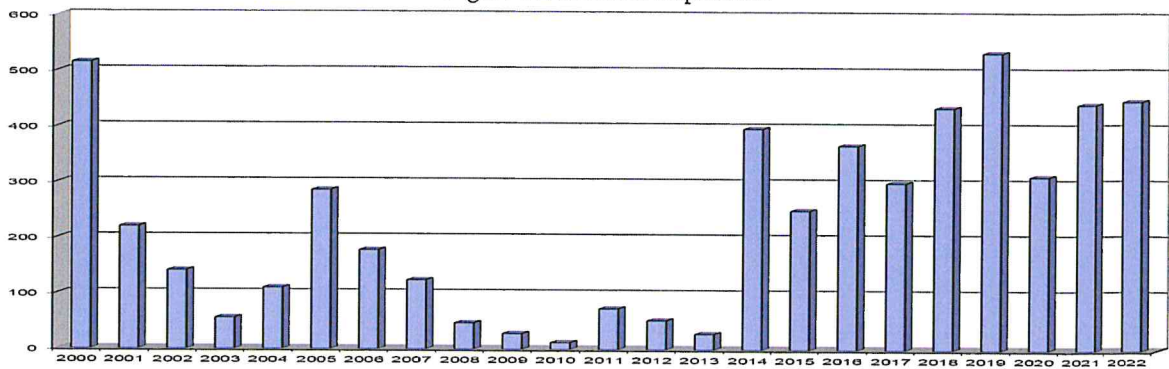
- Collection department staff responded to 220 emergency call-ins (1 less than last year). See Figure 36 for collection department emergency calls per year from 2005 – 2022.

Figure 36: Collection department emergency calls



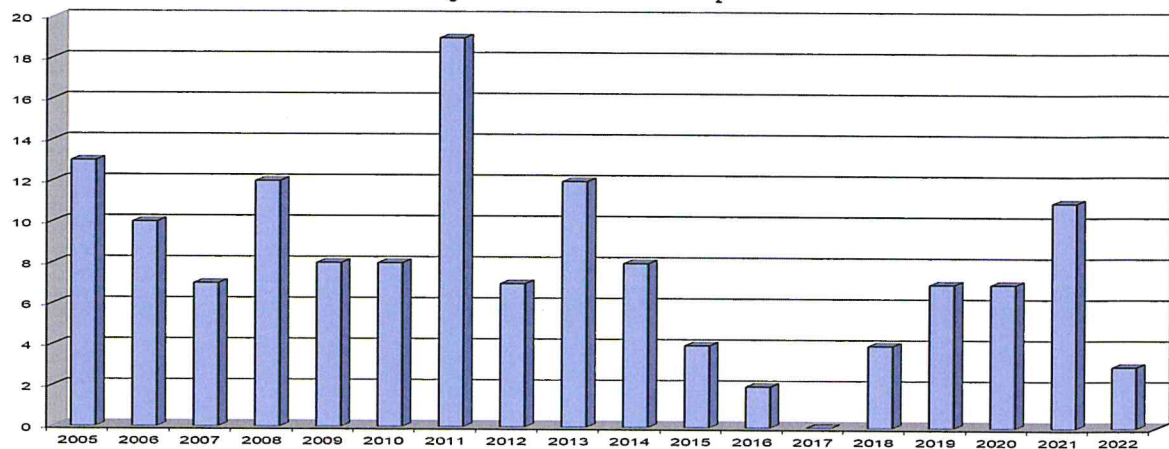
- Inspected 448 manholes (6 more than last year). See Figure 37 for manhole inspections per year from 2000 – 2022.

Figure 37: Manhole inspections



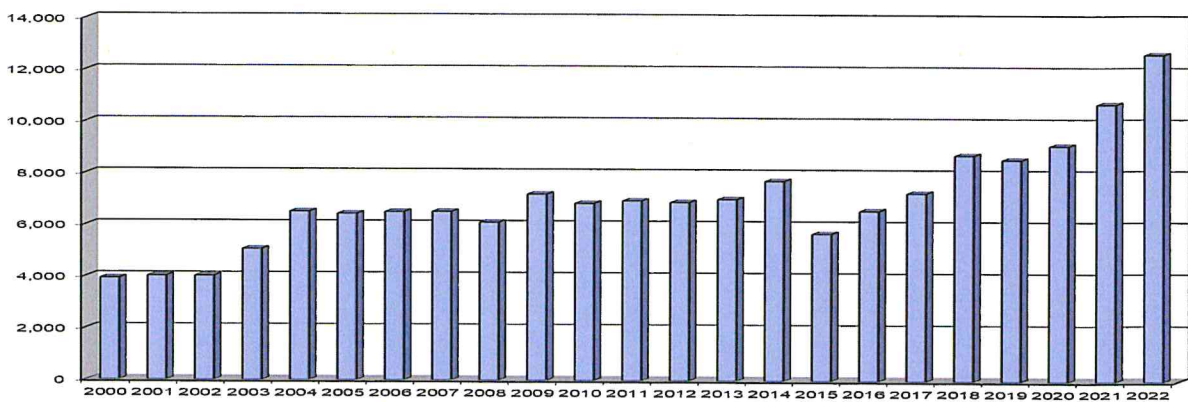
- Reported 3 overflows or other incidents to DEP (8 fewer than last year). See Figure 38 for DEP incidents reported per year from 2005 – 2022.

Figure 38: DEP incidents reported



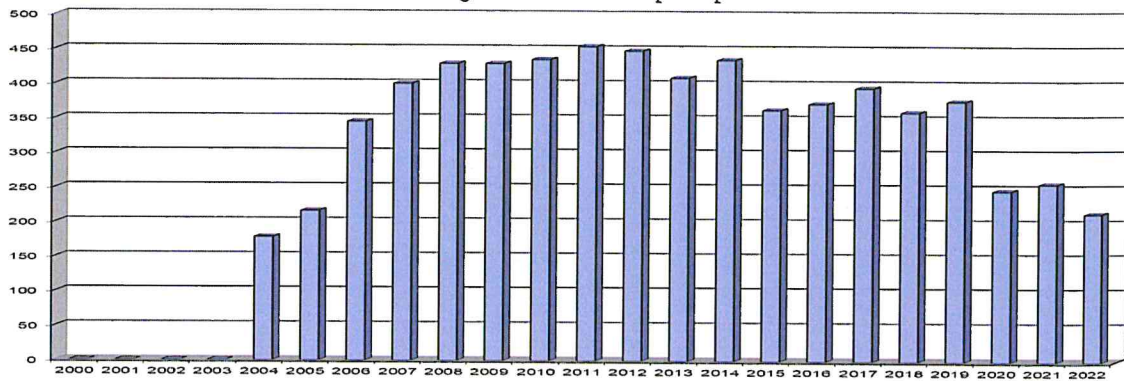
- Answered 12,648 PA One Call utility markings (1,921 more than last year), continuing an annual increase since 2015). See Figure 39 for PA One Calls per year from 2000 – 2022.

Figure 39: PA One Calls



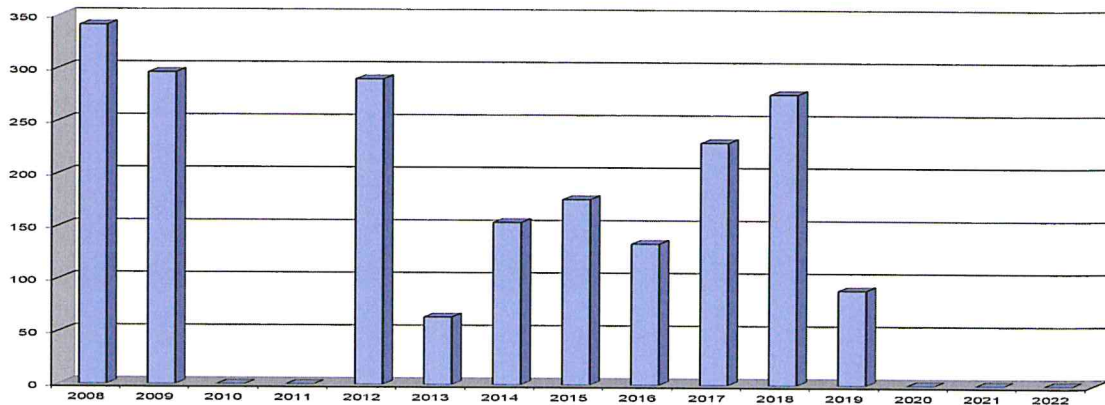
- Inspected 214 grease traps (43 fewer than last year). See Figure 40 for grease traps inspected per year from 2000 – 2022.

Figure 40: Grease traps inspected



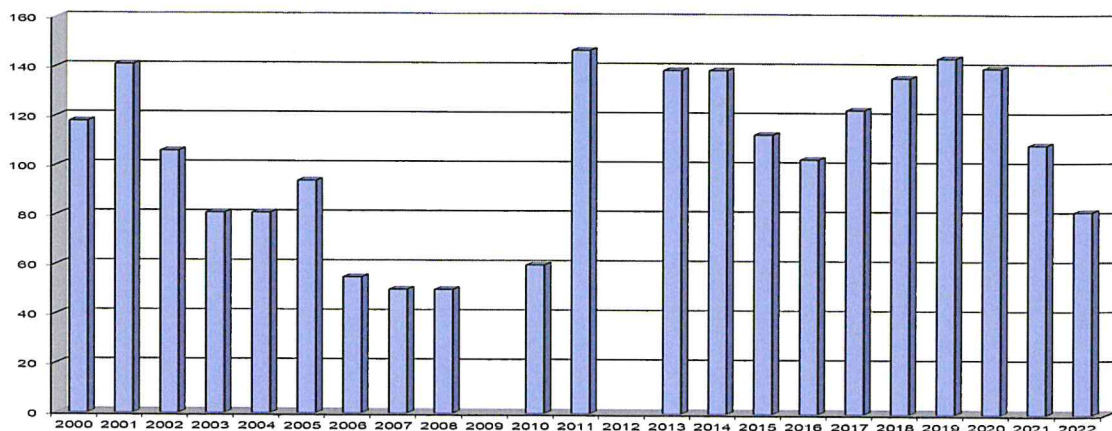
- Inspected 0 properties for sump pumps (the same as the previous two years). See Figure 41 for sump pumps inspected per year from 2008 – 2022.

Figure 41: Sump pumps inspected



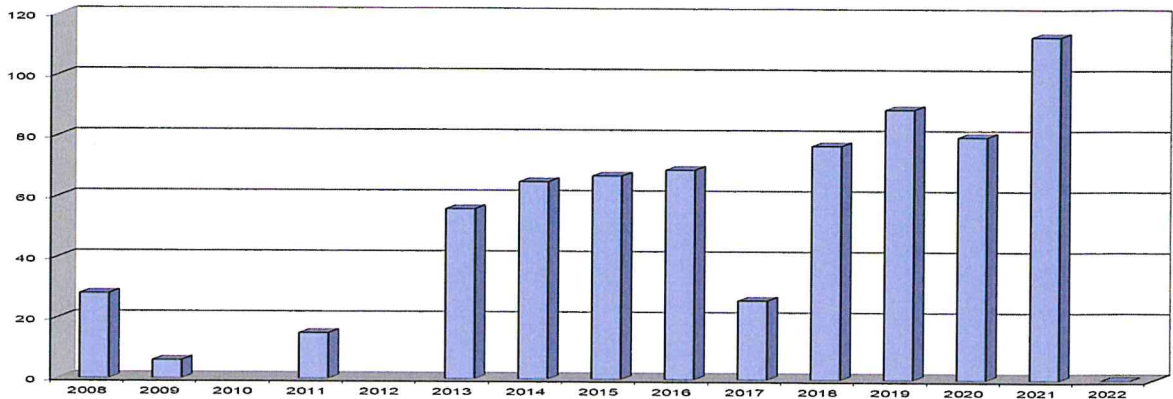
- Cleaned 82 pump station wet wells (27 fewer than last year). See Figure 42 for wet wells cleaned per year from 2000 – 2022.

Figure 42: Wet wells cleaned



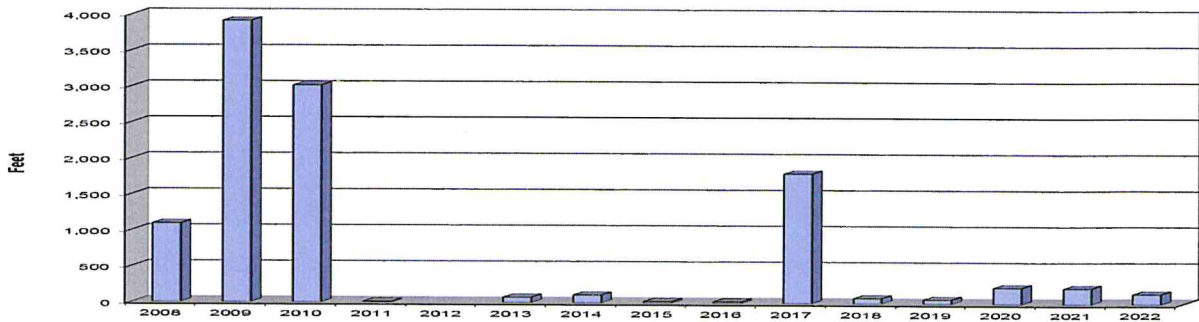
- Cleaned no force main air valves (113 fewer than last year). See Figure 43 for air valves cleaned per year from 2008 – 2022.

Figure 43: Air valves cleaned



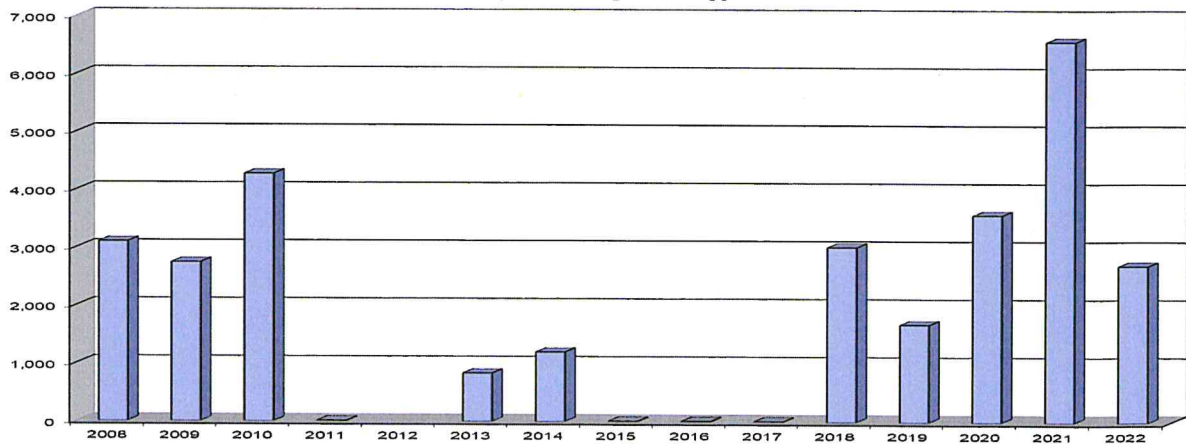
- Repaired pipeline breaks in 139 feet of sewer pipe (81 fewer feet than last year). See Figure 44 for pipeline breaks repaired per year from 2008 – 2022.

Figure 44: Line breaks repaired



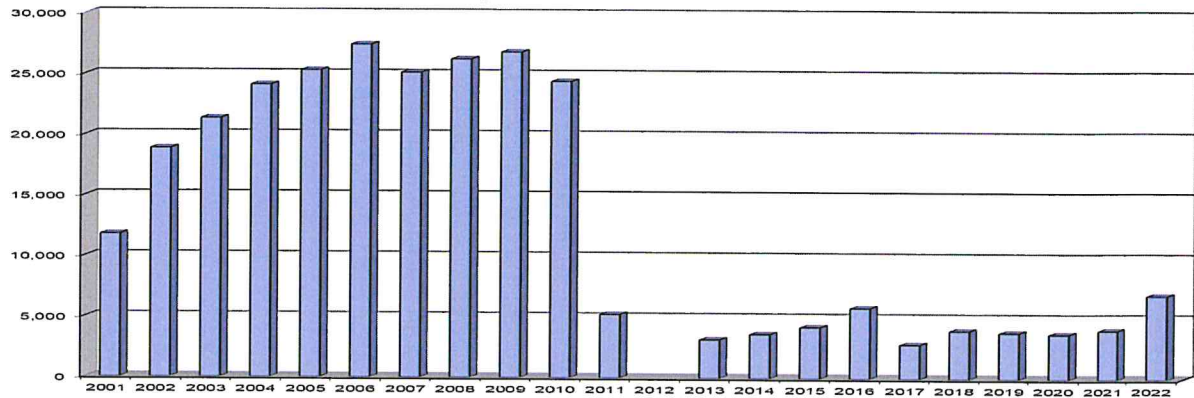
- Un-clogged 2,706 feet of pipe (3,874 fewer than last year). See Figure 45 for feet of pipe unclogged per year from 2008 – 2022

Figure 45: Pipe Unclogged



- Cleared 6,892 work orders generated through the computerized maintenance management system (2,881 more than last year). Note that in 2011 we eliminated many of the work orders generated for routine cleaning and checks. See Figure 46 for work orders cleared per year from 2001 – 2022.

Figure 46: Work orders cleared



- LASA pump station flows and capacities are listed in **Exhibit R**, and are summarized as follows:

Number of stations	45
Lowest design average capacity	40,320 gallons per day (Holland Hills) (no change)
Greatest design average capacity	13,812,000 gallons per day (Charlestown) (no change)
Lowest available average capacity	13% (Blue Rock) (was 16% last year and 19% the previous year, and has had the lowest available capacity for the past 13 years)
Second lowest available average capacity	25% (Charlestown) (was 24% last year and 23% the previous year, and has had the second lowest capacity for the past 11 years)
Third lowest available average capacity	37% (Eden Road) (was 26% last year)
Highest available average capacity	97% (Mondamin Farms (was Windolf Landing last year at 97%))
Overall average available capacity	72% (was 71% last year)
Overall projected avg available capacity	71% (was 70% last year)

C. Success at meeting goals from the year 2022

- Program oriented
  - Flush 180,000 feet of sewer main. Not Met (96,631 feet flushed)
  - Televis 40,000 feet of sewer main. Not Met (11,442 feet televised)
  - Inspect 250 grease traps. Not Met (200 inspected)
  - Conduct 50 sump pump inspections. Not Met (0 inspected)
  - Complete 6 new SOP's. Not Met (0 completed)

- Use Acoustic SL-Rat unit to check 400,000 feet of sewer main. Met (494,597 feet inspected)
- Outcomes
  - No mechanical failures resulting in overflows at pump stations. Met (0 failures)
  - No more than 4 basement backups. Met (0 backups)
  - No more than 6 DEP reportable incidents. Met (3 reportable incidents)
  - No more than 2 lost time accidents. Met (1 accident)

D. Goals for the year 2023

- Program oriented
  - Flush 100,000 feet of sewer main.
  - Televis 40,000 feet of sewer main.
  - Inspect 250 grease traps.
  - Conduct 50 sump pump inspections.
  - Complete 6 new SOP's.
  - Use Acoustic SL-Rat unit to check 500,000 feet of sewer main.
- Outcomes
  - No mechanical failures resulting in overflows at pump stations.
  - No more than 4 basement backups.
  - No more than 6 DEP reportable incidents.
  - No more than 2 lost time accidents.

LASA treatment plant  
 Summary of NPDES limitations as of August 1, 2022, to expire July 31, 2027

Parameter	Monthly		Weekly	Instantaneous	
	Min	Max		Units	Units
pH	6.0	9.0		S.U.	
Dissolved Oxygen	5.0	---		mg/l	
	Monthly	Weekly	Instantaneous	Units	Units
Total Residual Chlorine	0.5	---	1.6	mg/l	
Total Suspended Solids	30	45	60	mg/l	
Carbonaceous BOD5	3,753	5,630	---	lb/day	
	25	40	50	mg/l	
Ammonia Nitrogen (summer)	3,128	5,004	---	lb/day	
	7	---	14	mg/l as N	
Total Phosphorus	876	---	---	lb/day	
	2	---	4	mg/l as P	
Fecal Coliform (summer)	250	---	---	lb/day	
Fecal Coliform (winter)	200	---	1,000	Orgs per 100 ml	
Oil and Grease	2000	---	10,000	Orgs per 100 ml	
	15	---	30	mg/l	

Summary of additional NPDES limitations on nutrients, from August 1, 2022 through July 31, 2027

Net Total Nitrogen	Total Load	
Net Total Phosphorus	310,498	lbs/year
	41,400	lbs/year
Hydraulic design for Chapter 94	21.0 MGD	
Organic design for Chapter 94	BOD5	27,105 lb/day



**Brownstown treatment plant**

**Summary of NPDES limitations as of January 1, 2019, to expire December 31, 2023**

Parameter	Min	Max	Units
pH	6.0	9.0	S.U.
Dissolved Oxygen	5.0	---	mg/l

Parameter	Monthly	Weekly	Instantaneous	Units
Total Residual Chlorine	0.5	---	1.6	mg/l
Total Suspended Solids	30	45	60	mg/l
Carbonaceous BOD5	136	204	---	lbs
	25	40	50	mg/l
Total Phosphorus	113	181	---	lbs
	2	---	4	mg/l as P
Fecal Colliform (summer)	9.1	---	---	lbs
Fecal Colliform (winter)	200	---	1,000	Orgs per 100 ml
	2000	---	10,000	Orgs per 100 ml

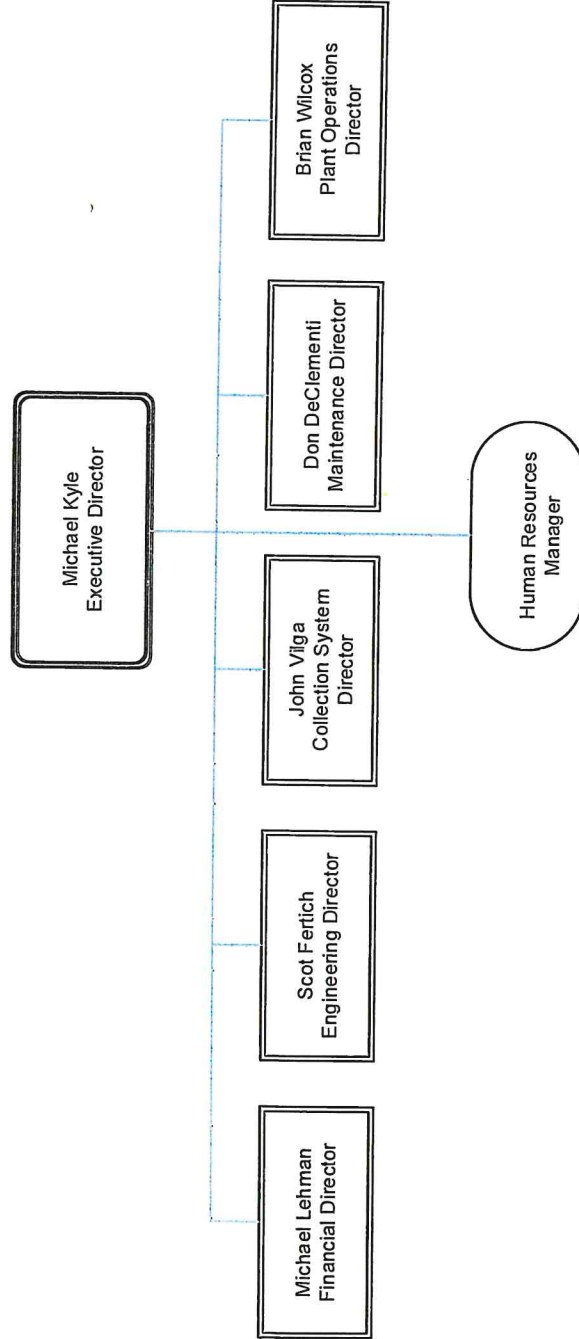
**Summary of additional NPDES limitations on nutrients**

	Total Load
Net Total Nitrogen	8,219 lbs/year
Net Total Phosphorus	1,096 lbs/year
Hydraulic design for Chapter 94	0.545 MGD
Organic design for Chapter 94	1,127 lb/day

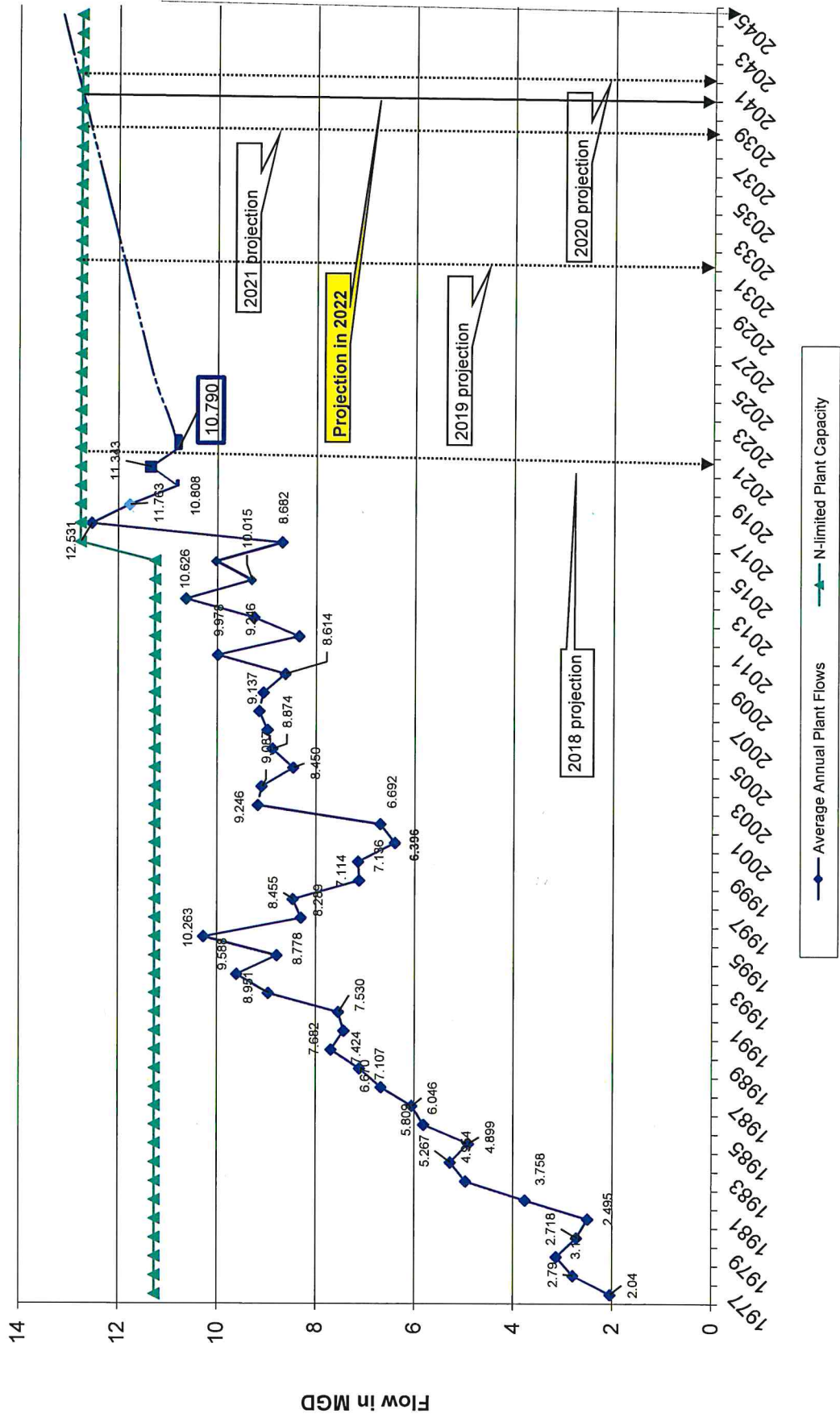
Revised 01/09/2023

# Lancaster Area Sewer Authority

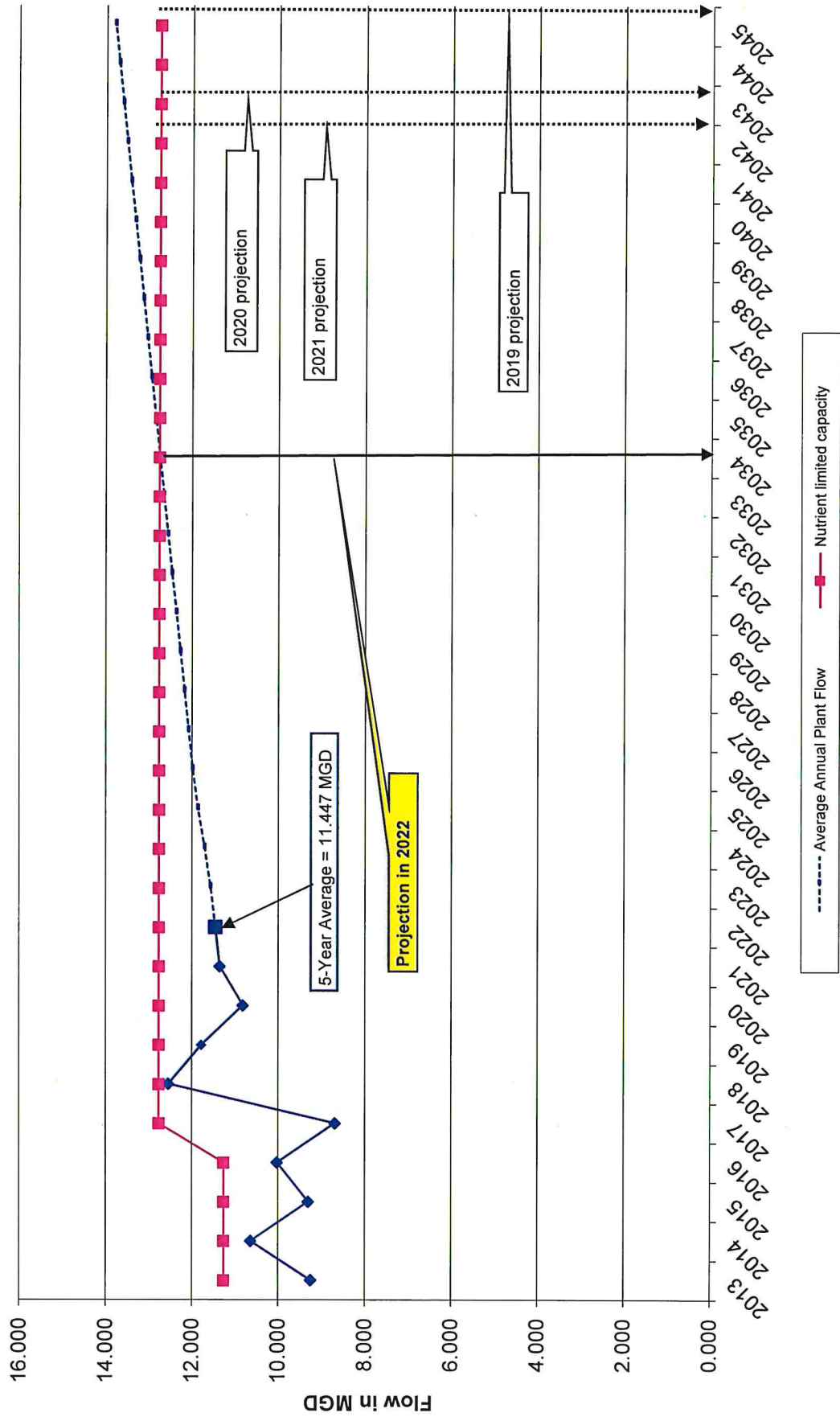
Board, Executive Director and Department Heads



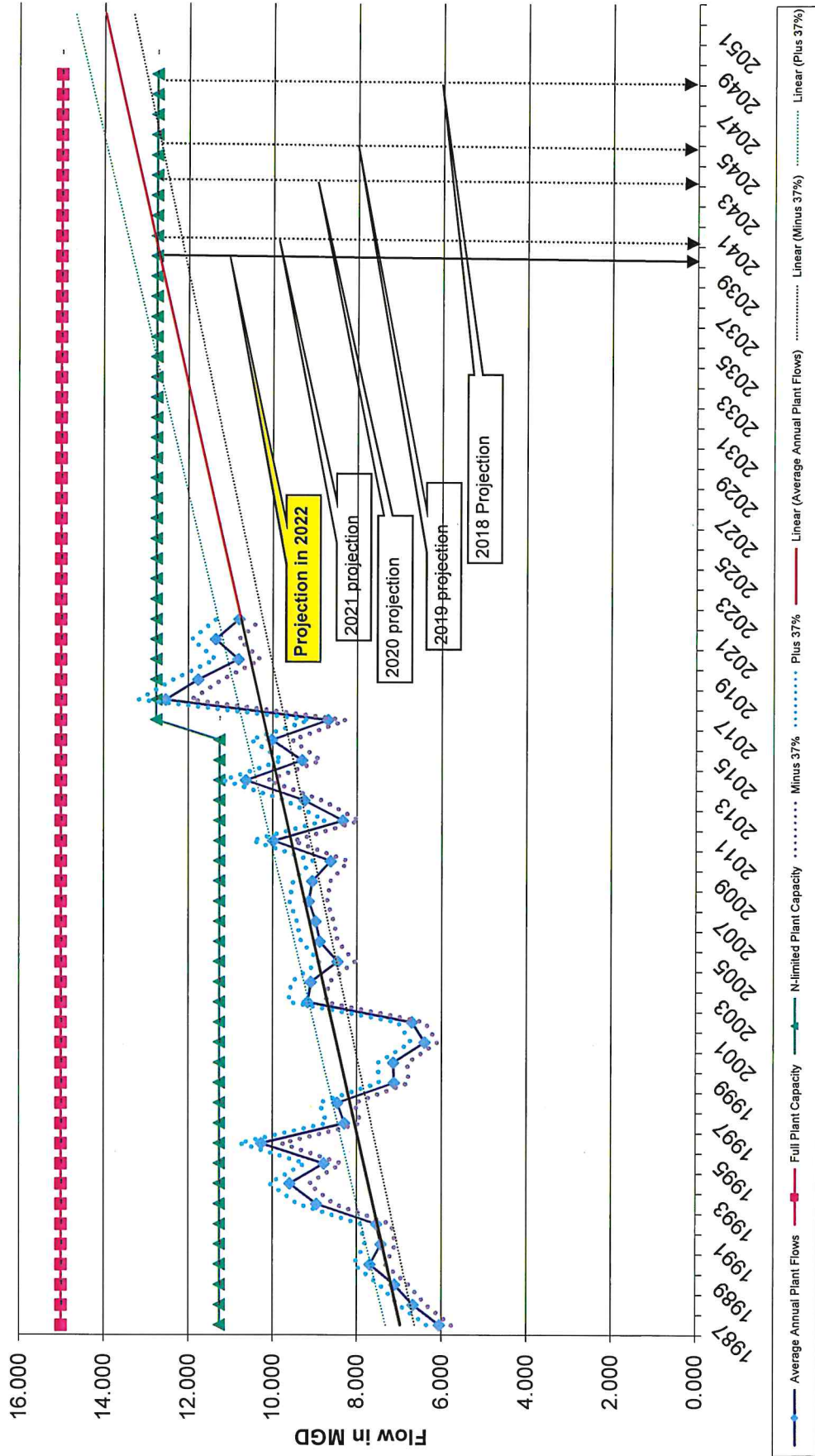
### LASA Treatment Plant Flows Compared to Nutrient-limited Capacity Using 2022 Flow (10.790 MGD) as Basis for Projection



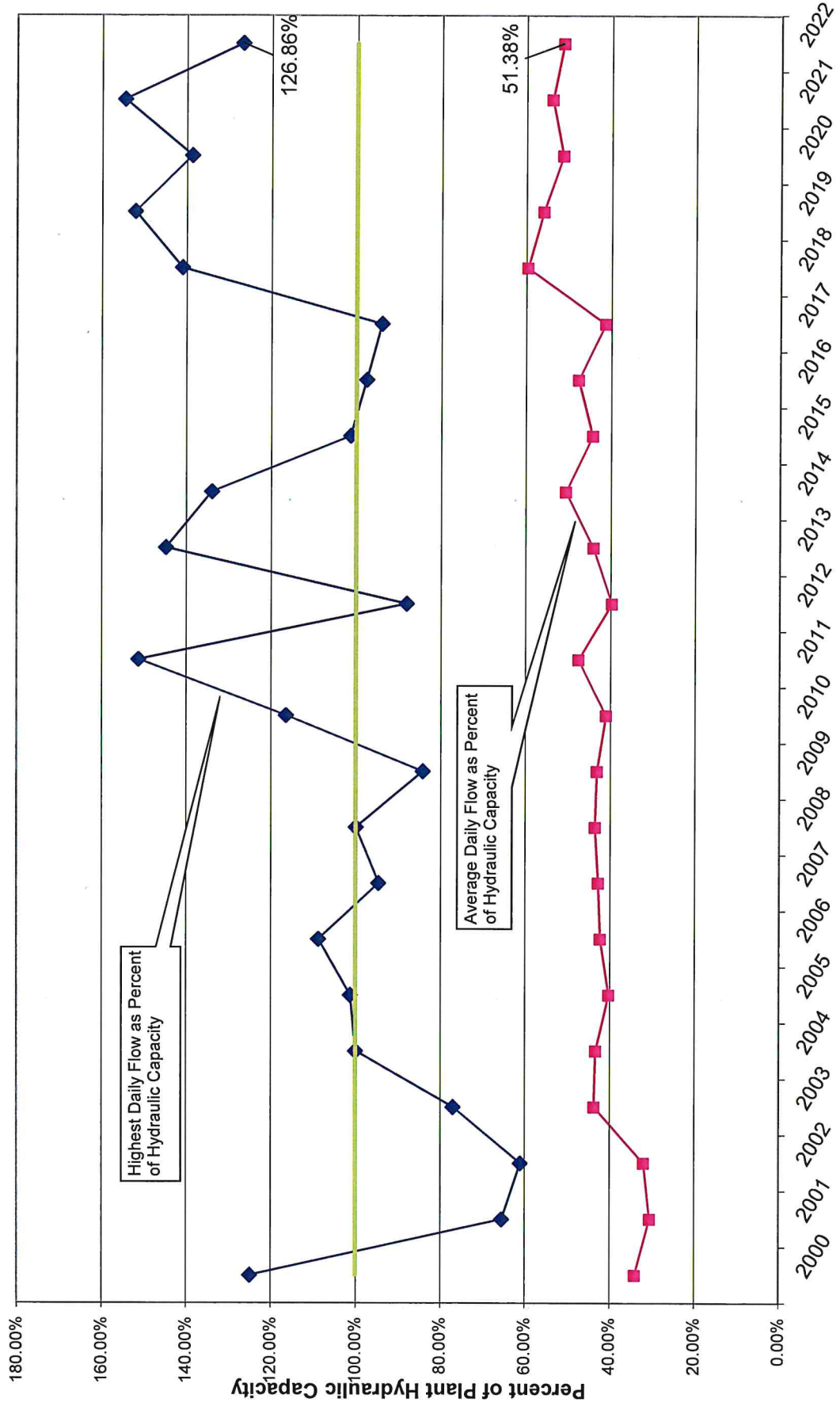
LASA Treatment Plant Flows Compared to Nutrient-limited Capacity  
Using 5-Year Average (11.447 MGD) as Basis for Projection



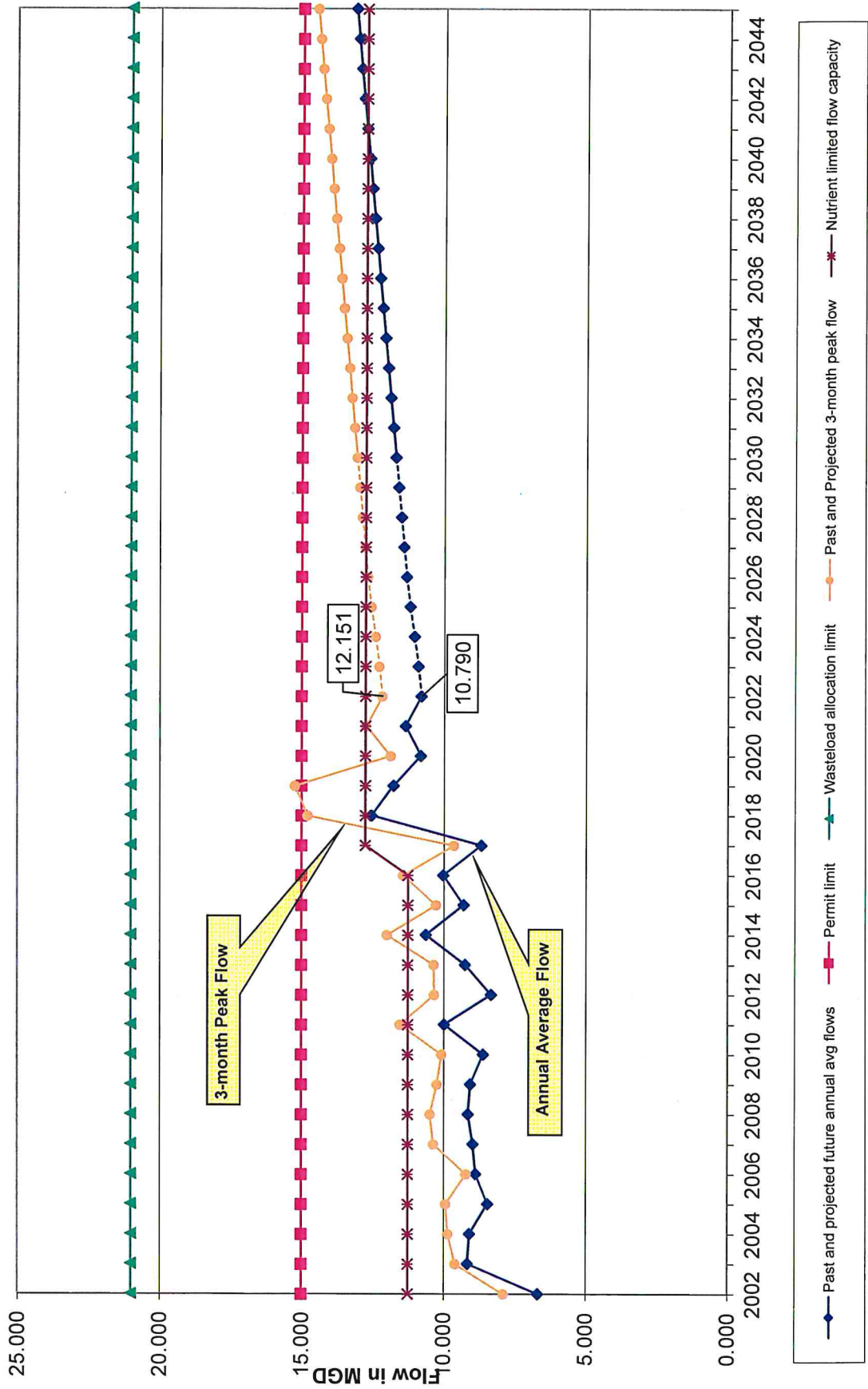
### LASA Treatment Plant Flows Compared to Nutrient-limited Capacity Using Linear Regression From 1987



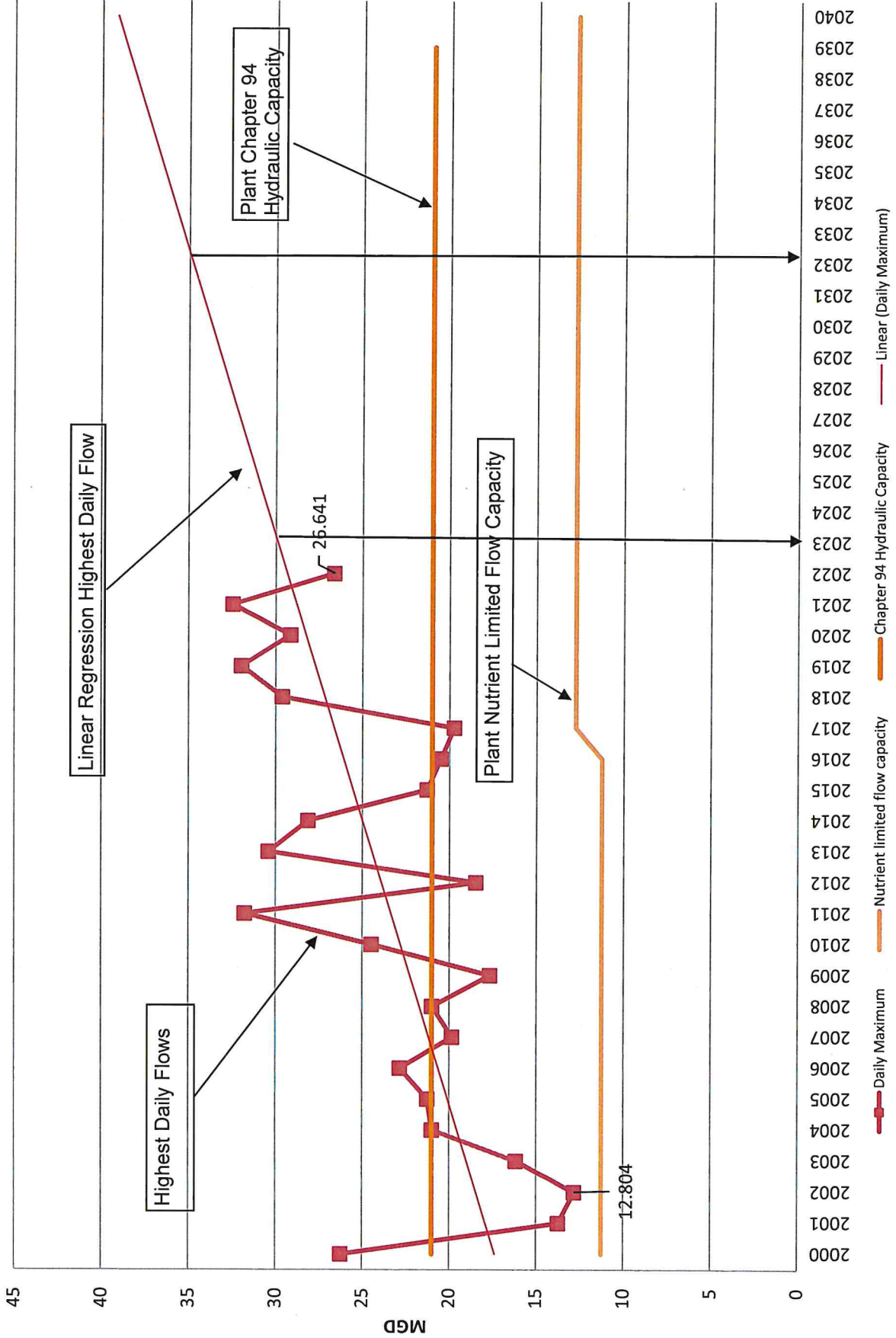
### LASA Treatment Plant Flows as Percent of Hydraulic Capacity Average Flows and Highest Daily Flows



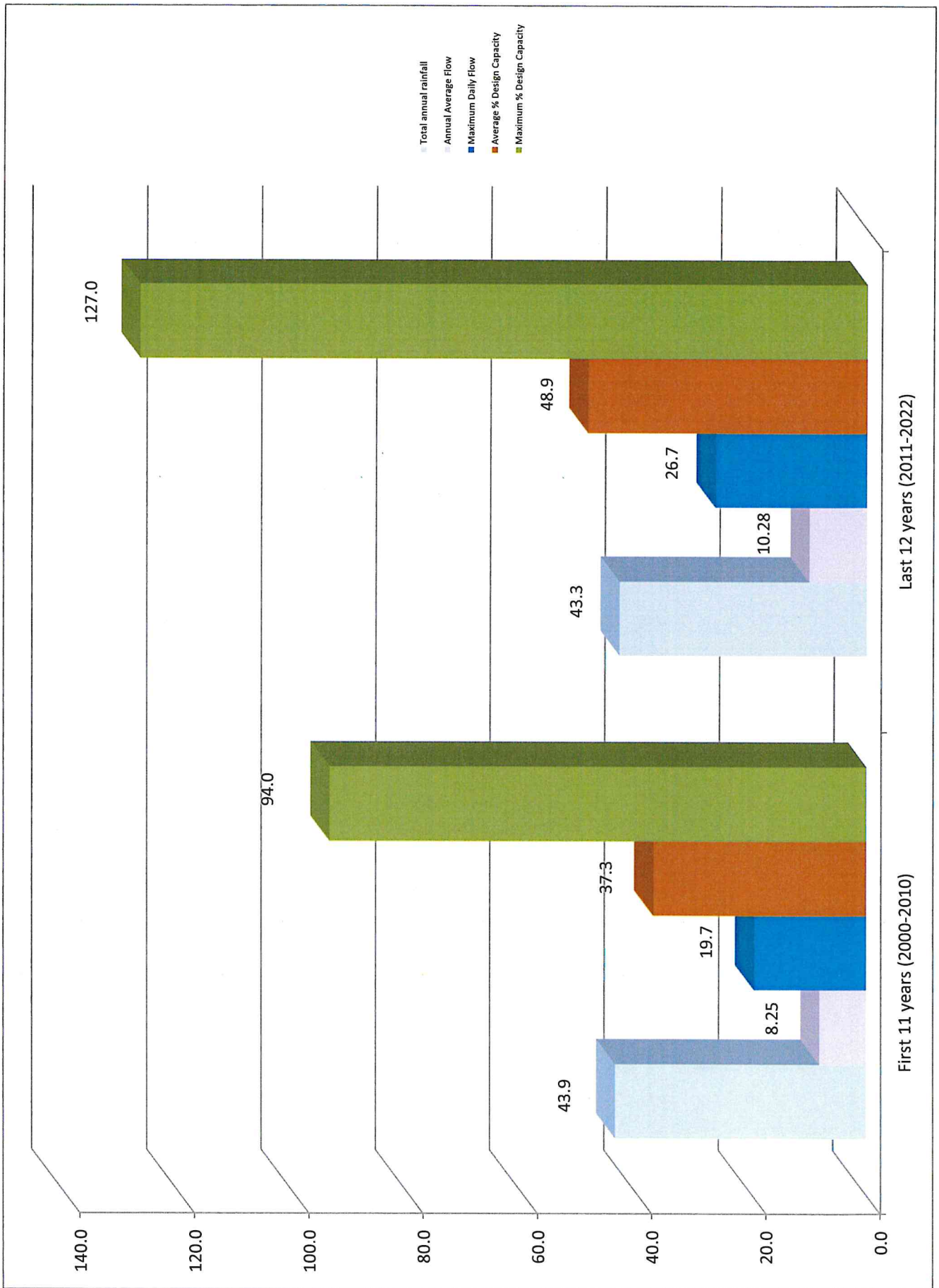
LASA Treatment Plant Flows - Past and Projected Average and Peak, Projected from 2022  
Average and 3-Month Peak Flows



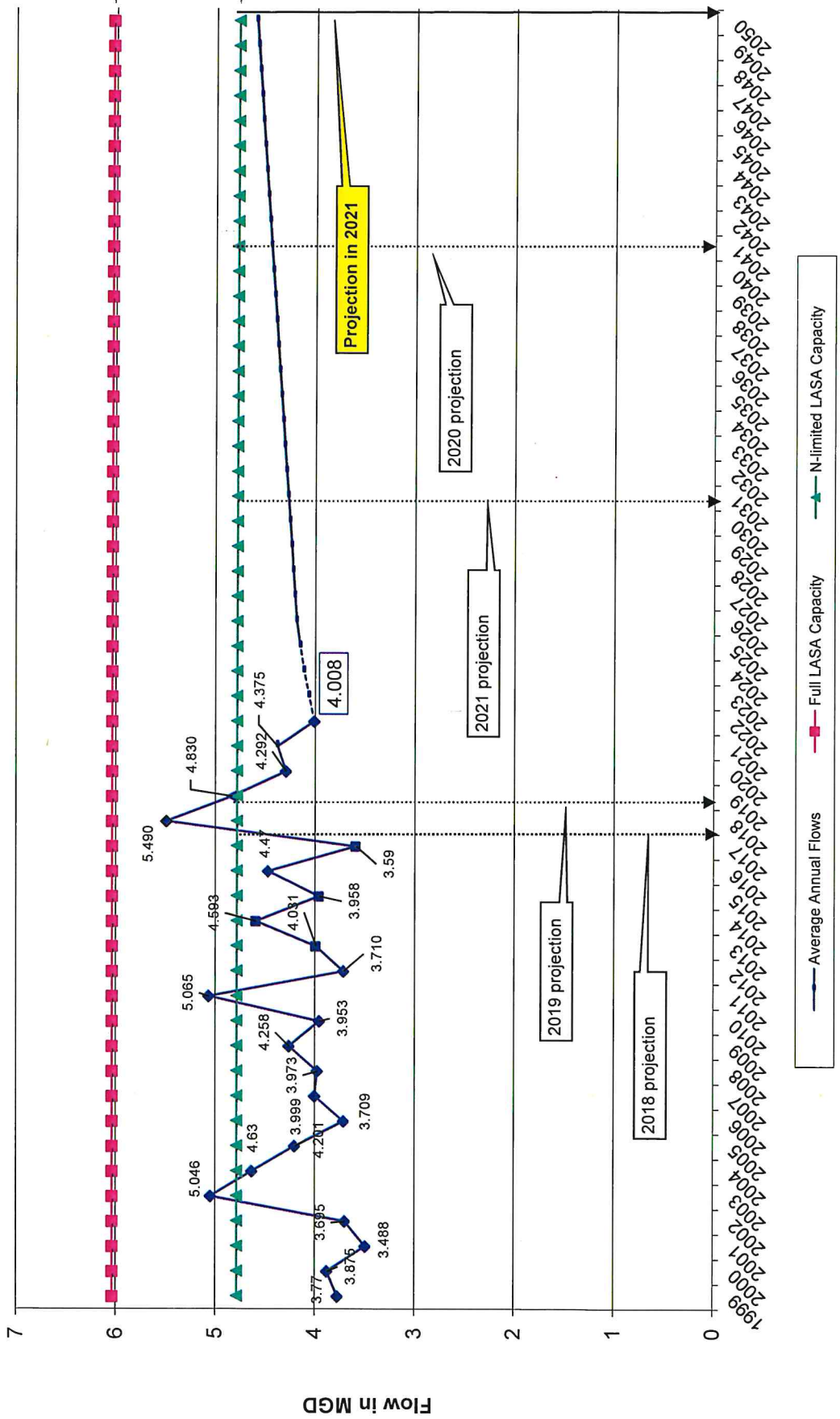
### LASA Treatment Plant Flows - Highest Daily Flow per Year Using Linear Regression from 2000



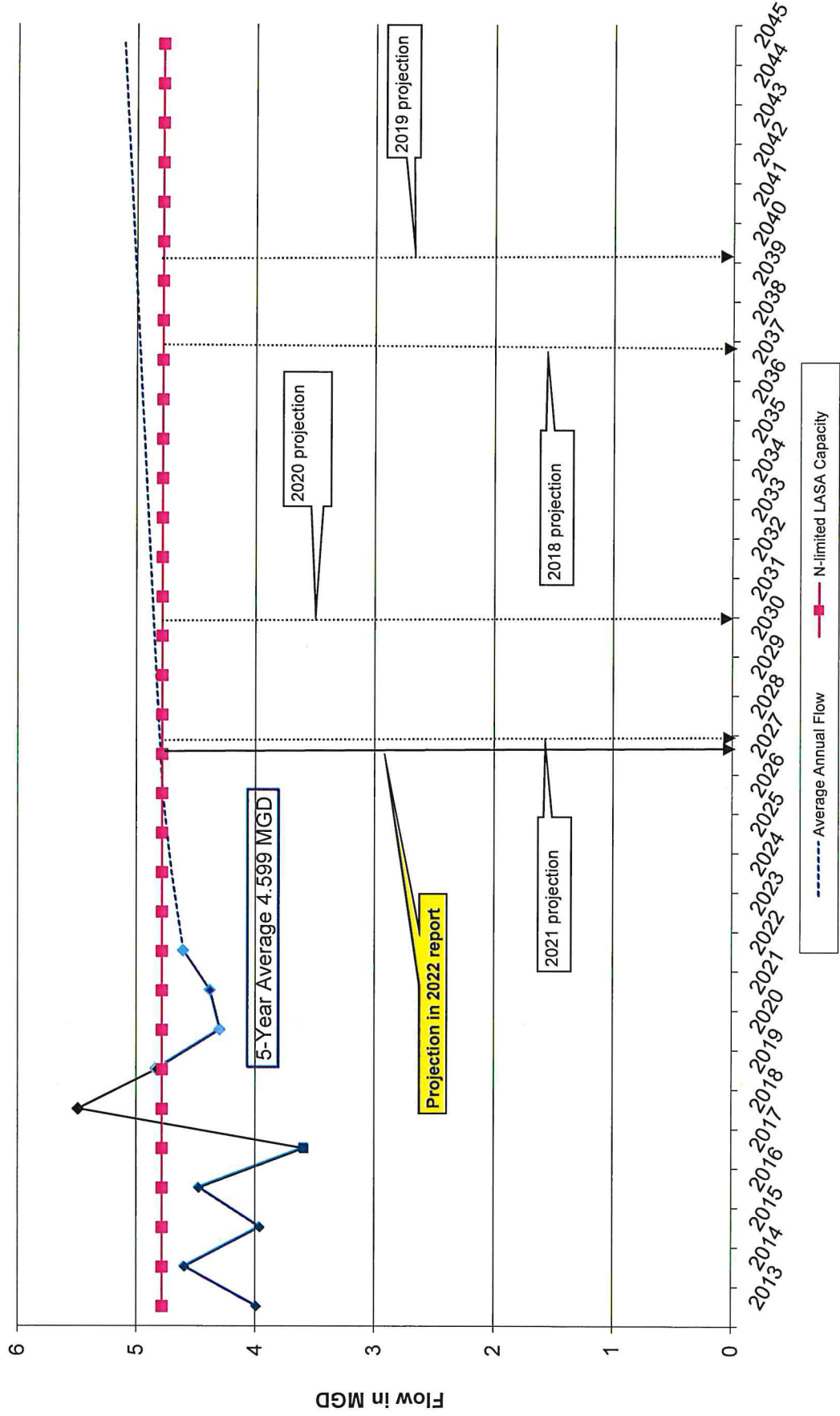




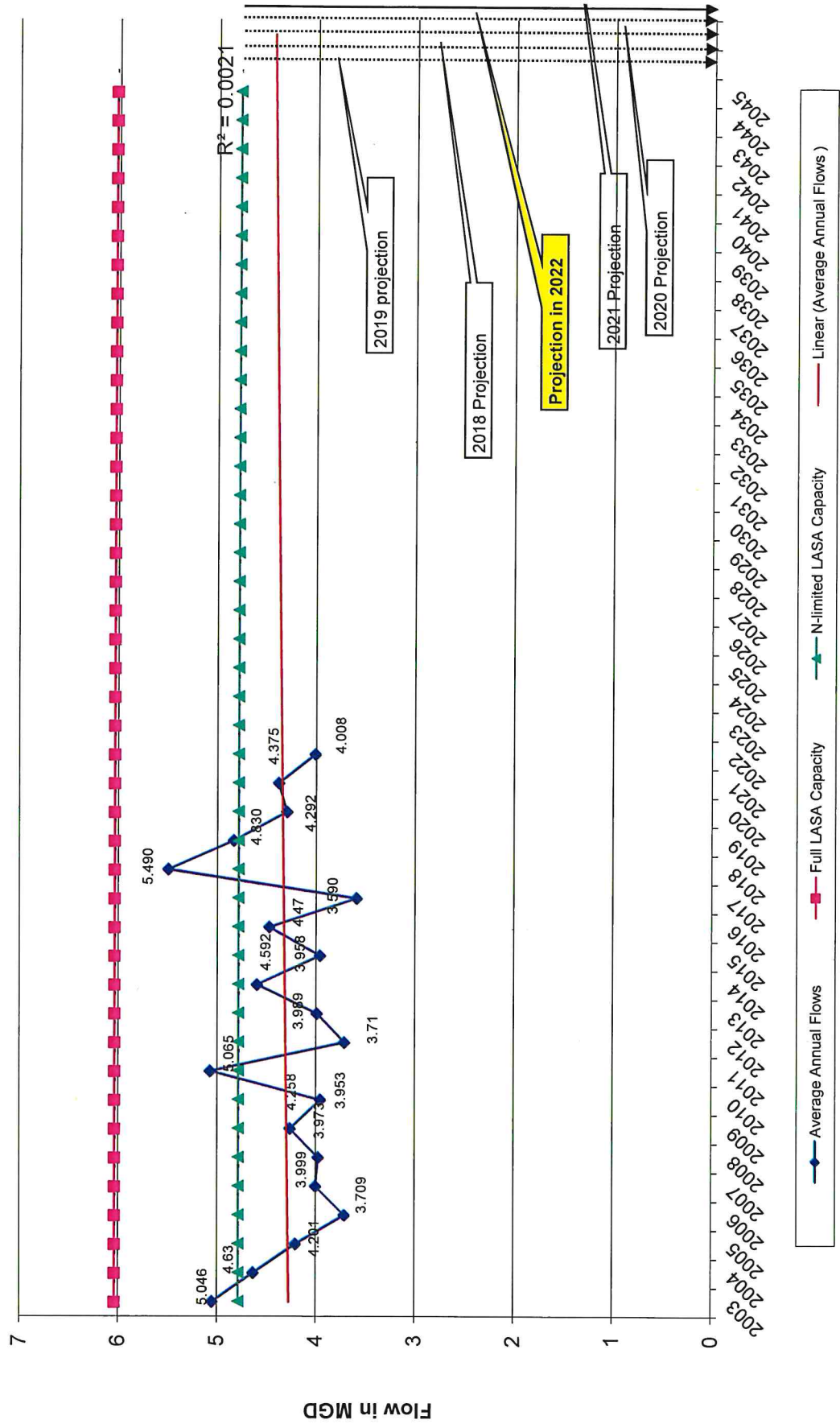
### LASA Flows to City Plant Compared to Nutrient-limited Capacity Using 2022 Flow (4.008 MGD) as Basis for Projection



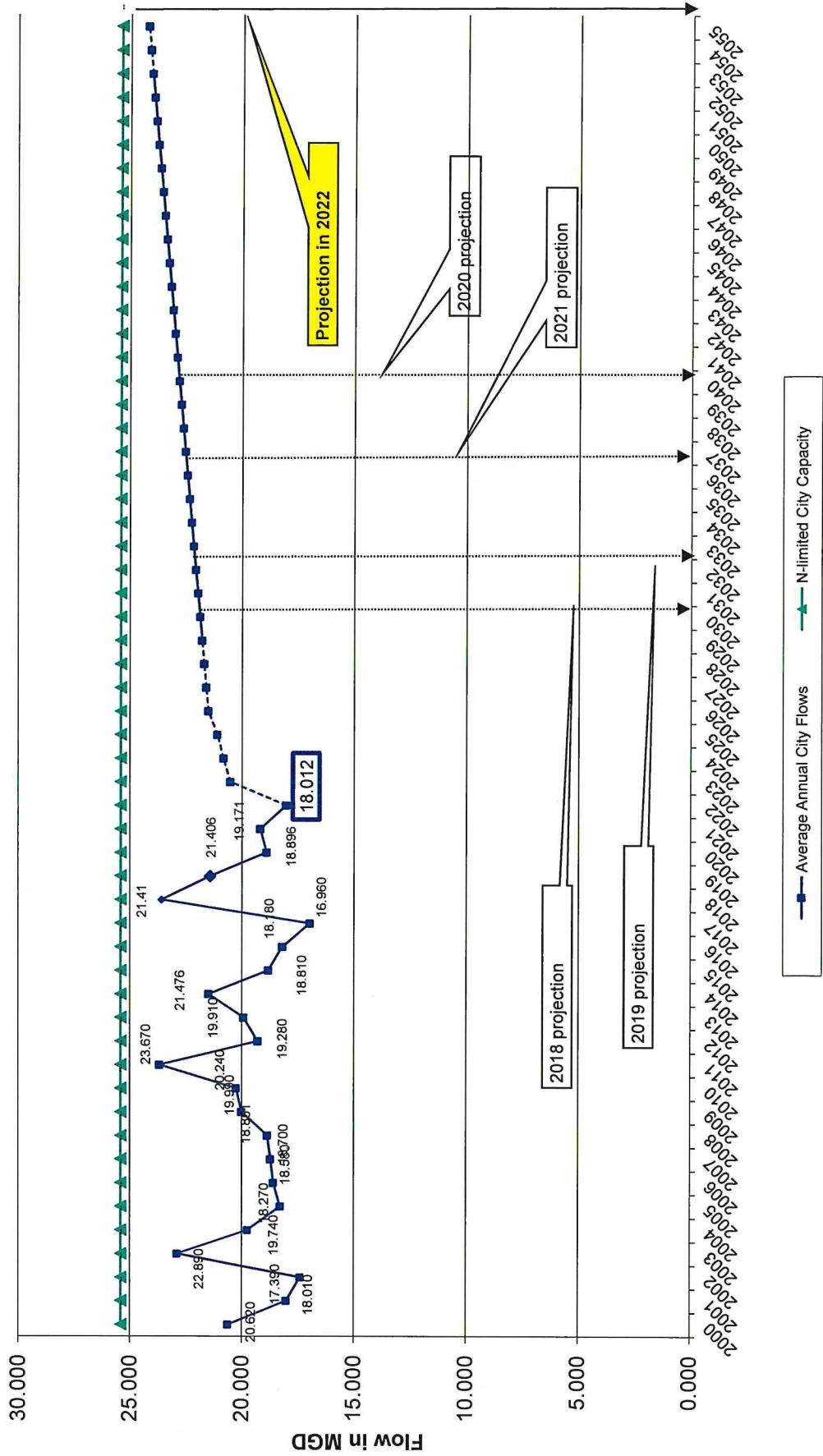
LASA Flows to City Compared to Nutrient-limited Capacity  
Using 5-Year Average (4.599 MGD) as Basis for Projection



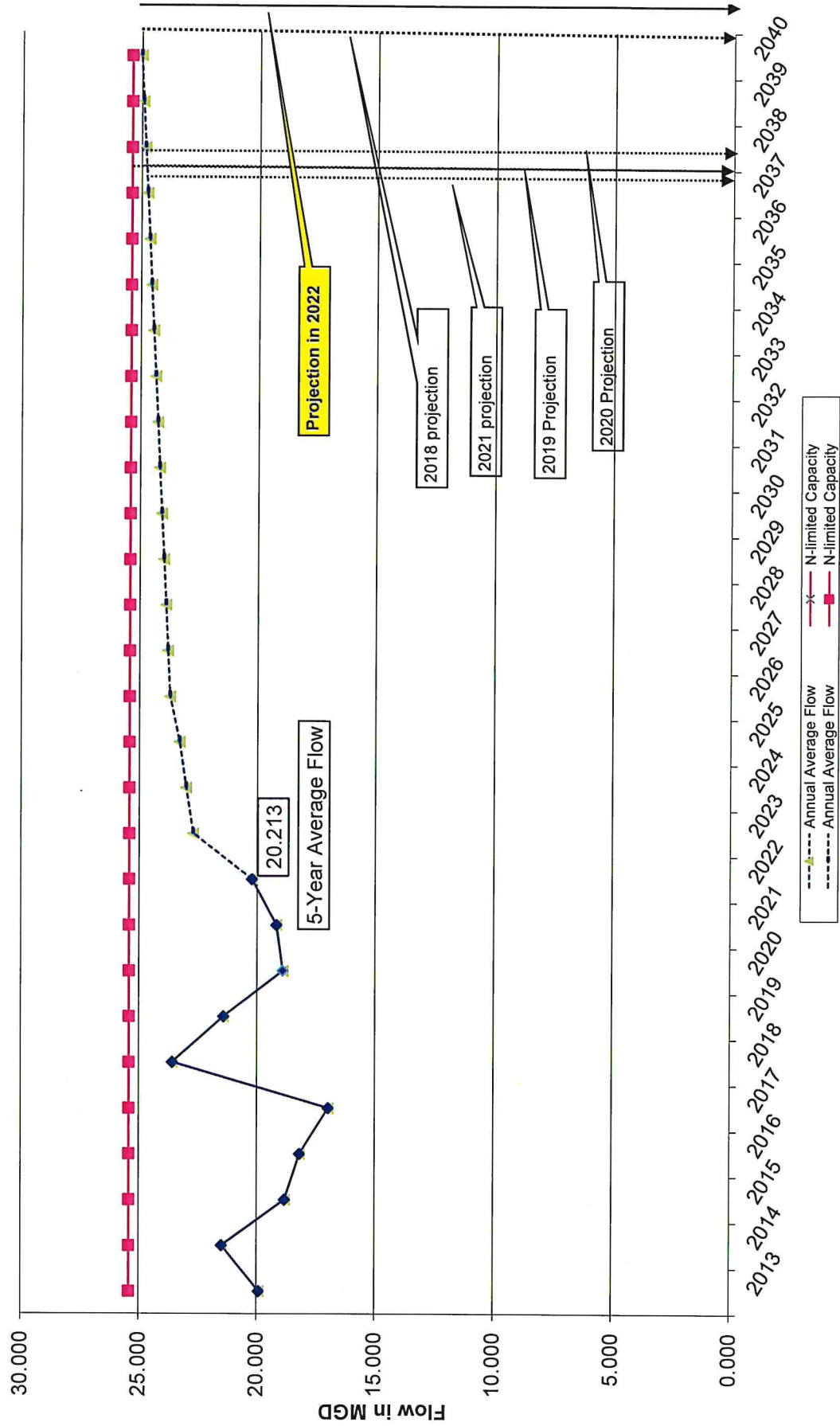
# LASA Flows to City Plant Compared to Nutrient-limited Capacity Using Linear Regression From 2003



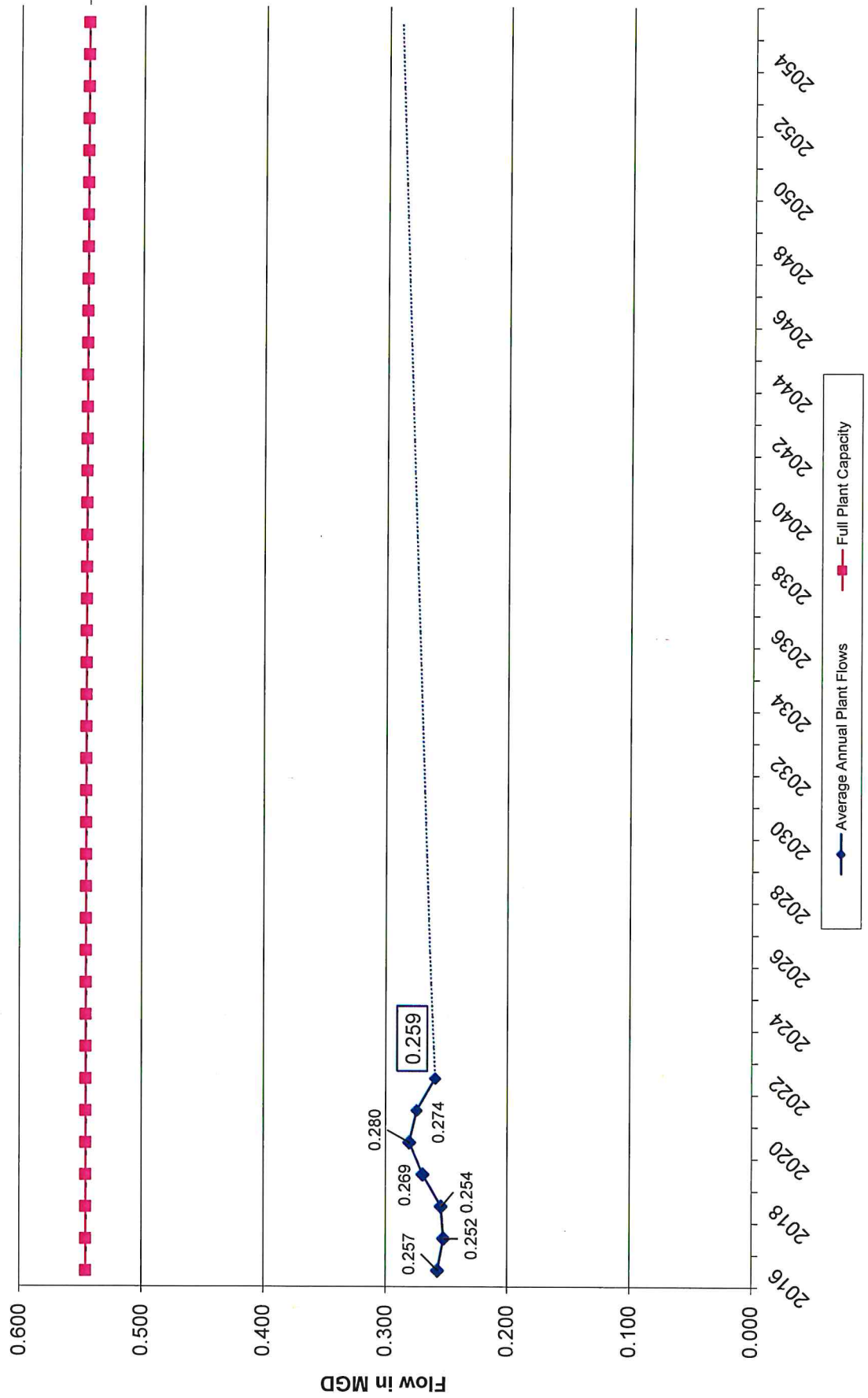
**City of Lancaster Plant Flows Compared to Nutrient-limited Capacity  
Using 2022 Flow (18.012 MGD) as Basis for Projection and Sum of Municipal Future Flows**



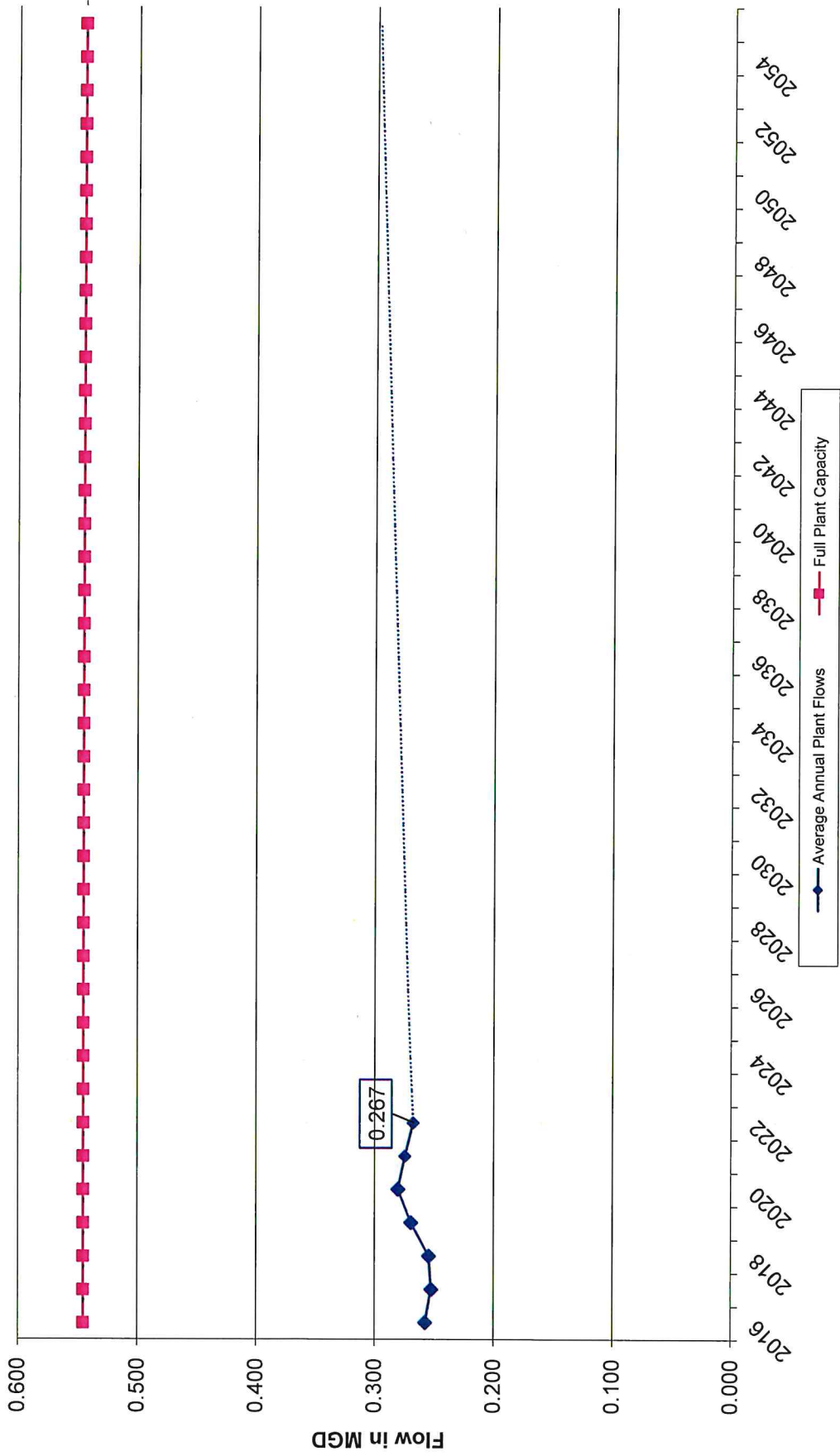
City of Lancaster Plant Flows Compared to Nutrient-limited Capacity  
Using 5-year Average (20.213 MGD) as Basis for Projection



### LASA Brownstown Plant Flows Using 2022 Flow (0.259 MGD) as Basis for Projection



LASA Brownstown Plant Flows Using 5-Year Average (0.267 MGD) as Basis for Projection









2022 EQUIPMENT, VEHICLE OR PROPERTY DAMAGE REPORTS

Date of Incident	Dept.	Equipment or Vehicle Involved	Other Property Involved	Damage Incurred	Cause of Incident	Action Taken					Incident Was:			
						None	EE sent for D&A Testing	Police Report	Insurance Claim	Other	Unsafe act/condition	Corrective Action/Comments	Avoidable	Unavoidable
07/05/22	200	2017 Ford F-250 Truck (#77)	Vehicle - Hyundai Accent	Damage to both vehicles, LASA truck sustained front, left bumper damage	Employee was proceeding to move through an intersection on a green light when a vehicle approached from the opposite direction, having gone through a red light, causing LASA to hit the vehicle on the side	X	X	X	X			X		
07/19/22	200	2020 Ford F-150 Truck (#88)	Vehicle #1 - Honda CRV Vehicle #2 - Mitsubishi Outlander	Damage to all vehicles, LASA truck sustained front and rear bumper damage	Employee was traveling westbound on Rt. 30 when traffic stopped. The LASA vehicle was struck in the rear by the car behind it, causing the LASA vehicle to strike the car in front.		X	X	X				X	

