

Manheim Borough Council Meeting
June 30, 2020 7:00 PM
Manheim Borough, Manheim, PA

- **Roll Call:** President Carol Phillips, Vice President Brad Roth, Pro Tempore Chad Enck, Noah Martin, Jared Longenecker, Bryan Howett and Mayor Scot Funk.
- **Staff:** Borough Manager/Secretary, James R. Fisher, Police Chief, Joseph Stauffer, Solicitor, Daniel Becker and Recording Secretary, Linda Gerhart

This meeting was held via Zoom. The information for public participation was provided on the Borough's website, and posted on the front door of the Borough building.

These proceedings were recorded for purposes of preparation of meeting minutes.

ANNOUNCEMENTS:

It was noted that any comments or questions during the meeting could be e-mailed to boroughmanager@manheimboro.org.

The Meeting was called to order by President Carol Phillips at 7:05 PM.

HEARING OF VISITORS:

Mr. Corby Burkholder from Manheim BIC was present to request approval to host the December 5th Christmas Tree Lighting Event on Market Square from 4:30 PM to 6:30 PM. Market Square will be closed from 2:00 PM to 8:00 PM that day for set up and clean up. Motion to approve by Mr. Roth, seconded by Mr. Longenecker, passed unanimously. They were thanked for again spearheading the event for this year.

Ms. Donna Hlavacek was present to request approval for the Celebrate Manheim Tour of the Town on Saturday September 4th at 1:00 PM sponsored by the Ruth Mackley Democratic Club. She explained how the float they usually have in the Farm Show Parade will be used throughout the borough that day making stops to celebrate Manheim, have some fun and give the organization more visibility. There will be 7 to 10 predetermined stops for a few minutes celebrating all aspects of Manheim and there would not be any political speeches. There would not be any type of permit needed. It was approved by council.

Ms. Nancy Husser was present to request approval for the Santa Run scheduled for Saturday Morning at 8:30 AM on December 5th in conjunction with Christmas in Manheim Events that weekend. Doing it virtually is also a possibility. It will be the same course as last year. Motion to approve by Mr. Roth, seconded by Mr. Martin, passed unanimously.

ACTION ITEMS:

1. **Approval of 6/9/20 Borough Council Meeting Minutes:** Motion to approve by Mr. Enck, seconded by Mr. Howett, passed unanimously.
2. **Payment of bills (list in packets along with Budget YTD and reserves report): Presented for approval-Ratified General Fund** in the amount of **\$1,367.00**, **Ratified Capital Fund** in the amount of **\$8,015.00**, **General Fund** in the amount of **\$105,759.04** and **Capital Fund** in the amount of **\$28,522.22 (\$28,344.97 + \$187.25 Greenways Grant Fund)**. Motion to approve by Mr. Roth, seconded by Mr. Martin, passed unanimously. Mr. Fisher gave some brief comments on the status of the budget to date and how the revenue figures compare to other years. The EIT payments are behind from last year about 18% for obvious reasons. The future EIT collections will likely be lower than normal, but hopefully will hold closer to budgeted figures by the end of the year. We have had surpluses in the past years. Total year to date revenue figures are close to last year.

3. Ash Tree removal at Logan Park by Hickory Run Logging for \$800.00. Mr. Fisher explained the quote for this work to remove approximately 30 dead or deteriorating Ash Trees, as it is very reasonable for this amount of trees. Motion to approve by Mr. Roth, seconded by Mr. Enck, passed unanimously. Mr. Fisher explained the scope of the work. It was noted that the property at Logan Park borders Lou Bond's property. Mr. Enck has discussed the tree removal with him and he is fine with it as most of the trees are on Borough property, but a few that are on his property will also be removed.

Mayor Funk updated council on the great effort being made by the School District Administration for all they have done with providing school lunches during the COVID 19 situation and starting the Baron Bookmobile visiting neighborhoods in the School District. He noted Will Betancourt, State Wrestling Champion was also named LNP Male Athlete of the Year. He presented and read the Manheim Police Department Statement that was issued for addressing the monitoring of protests and demonstrations in their jurisdiction.

Police Chief Stauffer presented and reviewed his report with council. He first questioned if there was an improvement in the amount of Manure Spreader traffic in the borough, and it seems to be better and has improved since they have been notified. The five point intersection issue is also being researched and addressed for the requested additional stop signs. Mr. Fisher discussed this concern with Mr. Craddock. It will be discussed at the next Public Works Committee meeting. Engineering aspects and warrants for these types of situations are currently being reviewed to be presented to the Committee. Chief Stauffer offered additional comments on the Mayor's Comments as the doors of communication have been opened after the demonstration with meetings of all parties involved to better understand the handling of these types of events. He updated council on the use of body cams, the department review of their use of force policy and their use of civilian review boards. He noted that some items questioned by the protestors are actually already implemented by the Police Department. Open Lines of Communication are being continued. The Department does have a Continuous Open Door Policy. The Department strives to protect the rights of the residents and the protestors. Press releases were also included in his report.

Borough Codes:

- a) Ms. Czeiner presented her monthly administrative and code report and reviewed it with council. She updated council on the way she is currently handling notices and citations considering the current situation. The high weed situation on South Penn near F L Smidth was questioned and they are currently being addressed.
- a) Mr. Fisher explained the situation with the historic portion of 1 South Charlotte Street that was torn down, as a demolition permit was never requested. Historic Commission reviewed the information submitted by the owner and felt that it was not necessary to go through the whole demolition process for a historic property due to the small size and safety factors involved. The solicitor was notified of the situation even though this was after the fact and council has nothing to review for this request. Council is being notified of the situation so they are aware that this circumstance did occur even though it is after the fact. Motion was made to waive this formal process by Mr. Martin, seconded by Mr. Longenecker, passed unanimously. It was noted that the owner was informed of the process he should have followed and the demolition permit will be processed.

Borough Engineer:

- a) The Borough Engineer Report will be presented at the next council meeting.

Borough Manager Report:

- a) Mr. Fisher presented his Monthly Manager's Summary to Council. Council was updated on the current status of reopening the building to the public in conjunction with the library. The air quality in the building was tested and came back with some deficiencies representing poor circulation and filtering. Filtering upgrades will be installed to address this problem. Preliminary Cares Act reimbursement requests are being completed.

- b) Information was sent to council concerning the escrows for Street Cut Permits. Mr. Fisher explained street cut escrow versus bonds for these permits as approval by council is required by Ordinance. Motion was made by Mr. Enck to approve escrows for Street Cut Permits through 2020, seconded by Mr. Longenecker, passed unanimously. The ordinance will be changed by the end of the year to make this permanent for the future.
- c) Yard Waste Tags – Mr. Fisher presented information to council about discontinuing the sale of yard waste tags. After discussion about the cost per household it was decided to table it for now and work to implement it into the trash program for 2021 during the budget season.
- d) Resolution 33-2020 Use of MAEDC Dissolution Funds for Community Economic Development was presented for approval. Mr. Fisher explained the need for the resolution as the dissolution funds from MAEDC are being transferred to the Borough for Economic Development. Motion to approve by Mr. Martin, seconded by Mr. Enck, passed unanimously.

Committee Reports: The committees have not been meeting.

- a) Finance Committee – There was nothing new to report.
- b) Parks /Pool Committee – There was nothing new to report.
- c) Public Works – Recommendation was presented to approve purchasing a V-Plow in the amount of \$5,900. Motion to approve purchase by Mr. Enck, seconded by Mr. Roth, passed unanimously.
- d) Shade Tree Commission – There was nothing new to report.
- e) Land Bank – There was nothing new to report.

Old Business:

- a) There was no old business.

New Business:

- a) Mr. Fisher updated council on the scheduling of future council meetings by Zoom. One factor will be any changes made by the State through the courts involving the Declaration of Disaster. The Farm Show Building and the Train Station have also been researched to see if they would be available for council use to go back to live meetings with safe social distancing. After much discussion it was decided the July 14th council meeting will be held Zoom unless it is no longer allowed and then a live meeting at the Train Station will be attempted to scheduled for July 28th to hopefully go back to regular in-person meetings.

Correspondence: MAWSA, NWEMS Reports

Public Comment:

There was no Public Comment.

It was noted that e-mails to the Danner Home website for the current project they are planning in the borough have gone unanswered. It was noted that they are looking to schedule a public meeting for the community.

It was noted there was an Executive Session held before the Council Meeting at 6:45 PM for a litigation matter.

Executive Session & Adjournment:

Motion by Mr. Enck to adjourn the regular council meeting and go into Executive Session for a litigation matter at 8:24 PM since there will be no action taken after the Executive Session ends, seconded by Mr. Howett, passed unanimously.

Respectfully submitted,

Linda Gerhart
Recording Secretary

June 30, 2020

DRAFT

MANHEIM BOROUGH BANK BALANCES													
NAME	BANK	12/31/2015	1/31/2016	2/29/2016	3/31/2016	4/30/2016	5/31/2016	6/30/2016	7/31/2016	8/31/2016	9/30/2016	10/31/2016	11/30/2016
General Fund	BBT/Fulton	\$ 2,247,249	\$ 2,063,607	\$ 2,941,618	\$ 2,452,049	\$ 2,438,512	\$ 3,096,917	\$ 3,680,032	\$ 3,202,523	\$ 3,509,287	\$ 3,485,265	\$ 3,067,777	\$ 3,084,330
Capital Fund	BBT/Fulton	\$ 678,386	\$ 678,005	\$ 672,357	\$ 634,593	\$ 672,342	\$ 673,282	\$ 668,938	\$ 670,034	\$ 670,597	\$ 670,921	\$ 668,423	\$ 669,509
250th Celebration	Fulton	\$ 18,376	\$ 18,376	\$ 18,376	\$ 18,376	\$ 18,376	\$ 18,376	\$ 18,376	\$ 18,376	\$ 18,376	\$ 18,376	\$ 12,684	\$ 12,684
Liquid Fuel	Fulton	\$ 313,479	\$ 313,586	\$ 313,685	\$ 314,632	\$ 447,472	\$ 447,623	\$ 397,153	\$ 319,026	\$ 309,693	\$ 305,644	\$ 1,414	\$ 1,414
Kauffman Park	Fulton	\$ 4,819	\$ 4,821	\$ 4,821	\$ 4,824	\$ 4,826	\$ 4,827	\$ 28	\$ 28	\$ -	\$ -	\$ -	\$ -
Stormwater	Fulton	\$ 18,395	\$ 18,401	\$ 18,411	\$ 18,417	\$ 18,423	\$ 18,429	\$ 18,435	\$ 18,470	\$ 18,476	\$ 18,482	\$ 18,489	\$ 18,495
NAME	BANK	12/31/2016	1/31/2017	2/28/2017	3/31/2017	4/30/2017	5/31/2017	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017
General Fund	Fulton	\$ 2,717,345	\$ 2,828,726	\$ 2,873,431	\$ 2,884,058	\$ 2,678,918	\$ 3,681,271	\$ 3,650,688	\$ 3,592,011	\$ 3,870,178	\$ 3,860,778	\$ 3,532,433	\$ 3,435,740
Capital Fund	Fulton	\$ 657,453	\$ 651,287	\$ 641,682	\$ 631,746	\$ 621,546	\$ 621,134	\$ 622,444	\$ 611,949	\$ 558,594	\$ 552,279	\$ 531,412	\$ 763,486
250th Celebration	Fulton	\$ 12,684	\$ 12,684	\$ 12,684	\$ 12,684	\$ 12,684	\$ 12,684	\$ 12,684	\$ 12,684	\$ 12,684	\$ 12,684	\$ 11,184	\$ 11,184
Liquid Fuel	Fulton	\$ 755	\$ 756	\$ 756	\$ 141,747	\$ 141,852	\$ 141,960	\$ 142,081	\$ 60,651	\$ 60,710	\$ 60,768	\$ 60,827	\$ 60,885
Stormwater	Fulton	\$ 18,503	\$ 18,513	\$ 18,522	\$ 18,535	\$ 18,548	\$ 18,563	\$ 18,578	\$ 18,596	\$ 18,615	\$ 18,632	\$ 18,650	\$ 18,668
NAME	BANK	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018	7/31/2018	8/31/2018	9/30/2018	10/31/2018	11/30/2018
General Fund	Fulton	\$ 2,957,866	\$ 3,115,459	\$ 3,109,232	\$ 2,983,560	\$ 3,073,635	\$ 3,314,211	\$ 3,177,227	\$ 3,121,190	\$ 3,898,698	\$ 4,055,000	\$ 3,778,174	\$ 3,256,400
Capital Fund	Fulton	\$ 764,552	\$ 768,810	\$ 752,180	\$ 740,233	\$ 737,746	\$ 737,759	\$ 740,295	\$ 691,892	\$ 609,652	\$ 603,591	\$ 568,384	\$ 661,439
250th Celebration	Fulton	\$ 11,184	\$ 11,184	\$ 11,184	\$ 11,184	\$ 11,184	\$ 11,184	\$ 11,184	\$ 11,184	\$ 11,184	\$ 11,184	\$ 11,184	\$ 11,184
Liquid Fuel	Fulton	\$ 60,952	\$ 61,024	\$ 61,090	\$ 210,505	\$ 210,791	\$ 211,086	\$ 211,397	\$ 211,738	\$ 212,080	\$ 212,417	\$ 212,805	\$ 213,181
Stormwater	Fulton	\$ 18,689	\$ 18,711	\$ 18,731	\$ 18,754	\$ 18,780	\$ 18,806	\$ 18,834	\$ 18,864	\$ 18,895	\$ 18,925	\$ 18,959	\$ 18,923
NAME	BANK	12/31/2018	1/31/2019	2/28/2019	3/31/2019	4/30/2019	5/31/2019	6/30/2019	7/31/2019	8/31/2019	9/30/2019	10/31/2019	11/30/2019
General Fund	Fulton	\$ 3,036,007	\$ 3,150,885	\$ 3,136,889	\$ 3,026,006	\$ 3,041,297	\$ 3,964,015	\$ 3,937,280	\$ 3,969,851	\$ 4,033,223	\$ 4,161,886	\$ 3,883,711	\$ 3,796,764
Capital Fund	Fulton	\$ 665,065	\$ 709,278	\$ 712,427	\$ 664,947	\$ 666,612	\$ 668,328	\$ 657,767	\$ 659,215	\$ 631,302	\$ 614,979	\$ 537,921	\$ 438,176
250th Celebration	Fulton	\$ 11,184	\$ 11,184	\$ 11,184	\$ 11,184	\$ 11,184	0	\$ -	\$ -	\$ -	\$ -	\$ -	
Liquid Fuel	Fulton	\$ 213,587	\$ 214,023	\$ 214,417	\$ 366,605	\$ 367,328	\$ 368,077	\$ 368,803	\$ 369,554	\$ 370,229	\$ 235,028	\$ 7,964	\$ 7,974
Stormwater	Fulton	\$ 19,020	\$ 19,068	\$ 19,103	\$ 19,142	\$ 19,180	\$ 19,219	\$ 19,257	\$ 19,296	\$ 19,331	\$ 19,364	\$ 19,393	\$ 19,418
NAME	BANK	12/31/2019	1/31/2020	2/28/2020	3/31/2020	4/30/2020	5/31/2020	6/30/2020	7/31/2020	8/31/2020	9/30/2020	10/31/2020	11/30/2020
General Fund	Fulton	\$ 3,559,635	\$ 3,758,052	\$ 3,733,681	\$ 3,604,414	\$ 3,961,328	\$ 4,708,173	\$ 4,629,803					
Capital Fund	Fulton	\$ 431,856	\$ 432,605	\$ 417,415	\$ 434,553	\$ 425,478	\$ 422,543	\$ 391,506					
Liquid Fuel	Fulton	\$ 7,984	\$ 7,993	\$ 8,002	\$ 156,700	\$ 156,713	\$ 156,727	\$ 156,739					
Stormwater	Fulton	\$ 19,441	\$ 19,463	\$ 19,484	\$ 19,492	\$ 19,494	\$ 19,495	\$ 19,497					

1:04 PM

07/13/20

Accrual Basis

Manheim Borough -General Fund

Profit & Loss Budget vs. Actual

January through December 2020

% of yr	2020	2019
Rev	53%	51%
Exp	61%	63%
	45%	52%

	Jan - Dec 20	Budget	\$ Over Budget	% of Budget	
Income					
01 · General Fund Income					2019
301 · Real Estate Taxes					
301.100 · Real Estate Tax Current	1,420,401.82	1,609,969.44	-189,567.62	88.2%	87%
301.200 · Real Estate Tax Prior	22,286.19	24,999.96	-2,713.77	89.1%	45%
310.100 · Real Estate Transfer Tax	98,518.03	65,000.04	33,517.99	151.6%	45%
Total 301 · Real Estate Taxes	1,541,206.04	1,699,969.44	-158,763.40	90.7%	84%
310 · Wage Tax					
310.200 · Earned Income Tax	180,655.64	600,000.00	-419,344.36	30.1%	53%
310.500 · Local Service Tax	71,194.76	80,000.04	-8,805.28	89.0%	59%
Total 310 · Wage Tax	251,850.40	680,000.04	-428,149.64	37.0%	53%
331 · Code Violation					
331.110 · MV Code Violation	11,567.45	21,000.00	-9,432.55	55.1%	
331.111 · Rapho MV Code Violation	4,515.68	21,000.00	-16,484.32	21.5%	
331.130 · State MV Code Violation	1,453.14	1,749.96	-296.82	83.0%	
331.140 · Parking Tickets	720.00	750.00	-30.00	96.0%	
331.141 · Rapho Twp Parking Tickets	90.00	249.96	-159.96	36.0%	
Total 331 · Code Violation	18,346.27	44,749.92	-26,403.65	41.0%	
355 · Government					
354.150 · Recycling / Act 101	0.00	6,000.00	-6,000.00	0.0%	
354.160 · Connection Study Grant	9,565.14				
355.010 · Public Utility Realty Tax	0.00	2,000.04	-2,000.04	0.0%	
355.040 · Alcoholic Bev Tax / License	600.00	600.00	0.00	100.0%	
355.060 · Act 205 Pension	0.00	189,213.00	-189,213.00	0.0%	
355.070 · Foreign Fire Insurance	0.00	30,000.00	-30,000.00	0.0%	
357.150 · Hauler Rebate	9,187.86	18,950.04	-9,762.18	48.5%	
Total 355 · Government	19,353.00	246,763.08	-227,410.08	7.8%	
360 · Police					
357.020 · DTF Reimbursement	25,826.72	96,999.96	-71,173.24	26.6%	
362.000 · Rapho Township Contract	814,799.51	1,396,799.16	-581,999.65	58.3%	
362.110 · Police Income Reports, Misc	4,592.27	15,000.00	-10,407.73	30.6%	
362.140 · Crossing Guards	6,694.07	30,000.00	-23,305.93	22.3%	
362.150 · SRO / Police Officer Reimb.	26,300.94	54,999.96	-28,699.02	47.8%	
Total 360 · Police	878,213.51	1,593,799.08	-715,585.57	55.1%	
361 · Code Enforcement					
322.400 · Dumpster Permits	710.00				
331.120 · Violation- Ordinances	0.00	999.96	-999.96	0.0%	
361.100 · Final Certs	1,412.82				
361.300 · Bldg/Zoning Permits	3,751.00	8,000.04	-4,249.04	46.9%	
361.310 · Sub Div Land Dev Fee	300.00				
361.340 · Zoning Hearing Fees	3,000.00	5,000.04	-2,000.04	60.0%	
362.470 · Annual Rental Occ Permit Fees	39,355.00	38,499.96	855.04	102.2%	
362.471 · Apartment Inspection Fees	5,235.00	15,999.96	-10,764.96	32.7%	
362.480 · Code Enforcement Rev	4,026.44	2,499.96	1,526.48	161.1%	
Total 361 · Code Enforcement	57,790.26	70,999.92	-13,209.66	81.4%	
364 · Municipal Services					
364.310 · Refuse Tags	4,291.00	8,000.04	-3,709.04	53.6%	
383.000 · Trash/ Recycling Fees	244,497.64	450,000.00	-205,502.36	54.3%	
Total 364 · Municipal Services	248,788.64	458,000.04	-209,211.40	54.3%	

Manheim Borough -General Fund

Profit & Loss Budget vs. Actual

January through December 2020

	Jan - Dec 20	Budget	\$ Over Budget	% of Budget
367 · Community Facilities				
342.200 · Rent Boro Bldg/Comm Room	2,677.33	7,500.00	-4,822.67	35.7%
367.110 · Pool Income	0.00	110,000.04	-110,000.04	0.0%
367.140 · Rent Pivilions/Parks	480.00	9,999.96	-9,519.96	4.8%
367.250 · MCSD Lease	19,291.92	76,650.00	-57,358.08	25.2%
Total 367 · Community Facilities	22,449.25	204,150.00	-181,700.75	11.0%
368 · Miscellaneous				
320.800 · Cable Franchise	15,534.68	61,500.00	-45,965.32	25.3%
341.000 · Interest Income	10,627.98	60,000.00	-49,372.02	17.7%
363.000 · Street Opening Permits	959.85	7,500.00	-6,540.15	12.8%
365.500 · Animal Control	60.00	99.96	-39.96	60.0%
365.510 · PADOT Contracted Snow Removal	0.00	11,000.04	-11,000.04	0.0%
395.000 · Refunds Of Expenditures (Co-op)	118,835.48	99,999.96	18,835.52	118.8%
395.530 · Kaufmann Park Tax	0.00	6,999.96	-6,999.96	0.0%
368 · Miscellaneous - Other	0.00			
Total 368 · Miscellaneous	146,017.99	247,099.92	-101,081.93	59.1%
Total 01 · General Fund Income	3,184,015.36	5,245,531.44	-2,061,516.08	60.7%
Total Income	3,184,015.36	5,245,531.44	-2,061,516.08	60.7%
Gross Profit	3,184,015.36	5,245,531.44	-2,061,516.08	60.7%
Expense				
01E · General Fund Expense				
400 · Expenses				
400.105 · Mayor's Salary	240.00	240.00	0.00	100.0%
400.174 · Admin / Board / Comm. Education	342.87	1,550.04	-1,207.17	22.1%
400.190 · Payroll Taxes Dept 90 -Mayor	0.00	18.00	-18.00	0.0%
400.194 · UC Tax Dept 90 - Mayor	18.36	12.00	6.36	153.0%
400.352 · Public Official Liability Ins	1,835.26	1,528.08	307.18	120.1%
Total 400 · Expenses	2,436.49	3,348.12	-911.63	72.8%
401 · Executive				
401.110 · Wages-Borough Manager	51,287.20	102,947.52	-51,660.32	49.8%
401.112 · Wages - Admin Asst.	32,843.95	65,436.00	-32,592.05	50.2%
401.190 · Payroll Taxes - Executive	6,286.83	12,628.80	-6,341.97	49.8%
401.194 · Unemployment Comp Tax	840.10	855.00	-14.90	98.3%
401.195 · Workman's Comp	452.10	314.64	137.46	143.7%
401.196 · Health Insurance	24,554.46	53,200.32	-28,645.86	46.2%
401.210 · Office Supplies	5,293.97	9,500.04	-4,206.07	55.7%
401.215 · Postage Boro	2,632.88	7,500.00	-4,867.12	35.1%
401.251 · Boro Car Maint	0.00	249.96	-249.96	0.0%
401.320 · Telephone (Mgr Cell Phone)	331.38	699.96	-368.58	47.3%
401.330 · Travel - Executive	0.00	50.04	-50.04	0.0%
401.340 · Advertising/Printing	1,622.68	9,000.00	-7,377.32	18.0%
401.352 · Liability Insurance	13,175.21	13,500.00	-324.79	97.6%
401.420 · Dues/Membership/Subscriptions	744.50	999.96	-255.46	74.5%
401.460 · Training - Executive	0.00	750.00	-750.00	0.0%
Total 401 · Executive	140,065.26	277,632.24	-137,566.98	50.4%

Manheim Borough -General Fund

Profit & Loss Budget vs. Actual

January through December 2020

	Jan - Dec 20	Budget	\$ Over Budget	% of Budget
402 · Financial Administration				
402.114 · Wages- FD/HRC	28,300.85	51,904.56	-23,603.71	54.5%
402.190 · Payroll Taxes - FD/HRC	1,983.52	3,892.80	-1,909.28	51.0%
402.194 · Unemploy Comp Tax (FD/HRC)	285.01	285.00	0.01	100.0%
402.195 · Workmen Comp (FD/HRC)	83.92	77.04	6.88	108.9%
402.196 · Health Ins (FD/HRC)	6,315.81	11,006.88	-4,691.07	57.4%
402.311 · Auditing	15,942.00	20,000.04	-4,058.04	79.7%
402.317 · Processing Payroll	2,121.88	2,750.04	-628.16	77.2%
402.330 · Travel Expense	0.00	99.96	-99.96	0.0%
402.352 · Liability Insurance	647.85	496.08	151.77	130.6%
402.353 · Bond Insurance FD/HRC/Mgr	750.00	750.00	0.00	100.0%
402.460 · Training FD/HRC	0.00	249.96	-249.96	0.0%
403.116 · Tax Coll - Fee/Commission	1,151.22	2,499.96	-1,348.74	46.0%
Total 402 · Financial Administration	57,582.06	94,012.32	-36,430.26	61.2%
404.000 · Professional Legal, Engineering				
404.310 · Professional Legal Service	11,118.00	35,000.04	-23,882.04	31.8%
404.314 · Ordinance Update Exp	406.00	5,000.04	-4,594.04	8.1%
408.313 · Engineer Contract	42,127.48	45,000.00	-2,872.52	93.6%
Total 404.000 · Professional Legal, Engineering	53,651.48	85,000.08	-31,348.60	63.1%
409 · General Government Buildings				
409.200 · Material/Supplies	0.00	1,500.00	-1,500.00	0.0%
409.213 · Computer Equipment	8,365.96	8,000.04	365.92	104.6%
409.250 · Minor Equip Repair / Purchase	0.00	249.96	-249.96	0.0%
409.317 · Cleaning Services	3,980.00	11,000.04	-7,020.04	36.2%
409.320 · Telephone	0.00	500.04	-500.04	0.0%
409.351 · Property Insurance	972.12	2,505.96	-1,533.84	38.8%
409.360 · Utilities	7,162.51	15,999.96	-8,837.45	44.8%
409.370 · Maintenance/Repair	14,930.43	9,999.96	4,930.47	149.3%
Total 409 · General Government Buildings	35,411.02	49,755.96	-14,344.94	71.2%
415.000 · Public Safety				
410 · Police Dept				
410.110 · Chief Police Wages	59,351.31	107,042.04	-47,690.73	55.4%
410.112 · Police Secretary Full-time	25,681.28	51,503.28	-25,822.00	49.9%
410.114 · Wages - Officers	623,773.24	1,267,418.40	-643,645.16	49.2%
410.115 · Police Secretary - Part-time	0.00			
410.117 · SRO Wages	42,341.12	86,494.68	-44,153.56	49.0%
410.118 · Crossing Guard Wages	11,848.63	44,166.96	-32,318.33	26.8%
410.119 · DTF Officer Wages	44,799.04	90,741.96	-45,942.92	49.4%
410.192 · PD Payroll Taxes	13,747.59	27,998.04	-14,250.45	49.1%
410.194 · Unempl Com Tax PD	5,467.68	5,130.00	337.68	106.6%
410.195 · Workmen's Comp PD	90,738.69	102,300.00	-11,561.31	88.7%
410.196 · Health Insurance PD	216,103.82	458,276.28	-242,172.46	47.2%
410.198 · Life Insurance PD	3,978.72	7,254.12	-3,275.40	54.8%
410.210 · Office Supplies	3,182.29	10,200.00	-7,017.71	31.2%
410.215 · Postage PD	369.84	999.96	-630.12	37.0%
410.216 · Office Equipment PD	2,354.74	9,000.00	-6,645.26	26.2%
410.220 · Operating Supplies	30,647.12	49,898.04	-19,250.92	61.4%
410.231 · Vehicle Operation (Fuel)	12,591.90	42,776.52	-30,184.62	29.4%
410.238 · Officer's Uniforms	13,022.09	23,000.04	-9,977.95	56.6%
410.252 · Computer Equip PD	40,259.12	51,000.00	-10,740.88	78.9%
410.311 · Auditing - Police	2,750.00	4,005.00	-1,255.00	68.7%
410.314 · Legal Services	1,709.00	8,499.96	-6,790.96	20.1%
410.317 · Rapho Fines	6,614.58	20,000.04	-13,385.46	33.1%
410.320 · Telephone	4,559.20	9,300.00	-4,740.80	49.0%
410.327 · Radio PD	16,244.66	18,000.00	-1,755.34	90.2%
410.351 · Property Insurance	1,928.12	4,961.28	-3,033.16	38.9%
410.352 · Liability Insurance PD	32,289.20	42,016.32	-9,727.12	76.8%
410.360 · Utilities PD	7,029.98	17,510.04	-10,480.06	40.1%
410.373 · Building Maint	6,849.27	18,500.04	-11,650.77	37.0%
410.374 · Minor Equip Repair	2,301.71	9,999.96	-7,698.25	23.0%
410.384 · Cruiser Lease	46,900.86	60,272.04	-13,371.18	77.8%

Manheim Borough -General Fund Profit & Loss Budget vs. Actual January through December 2020

	Jan - Dec 20	Budget	\$ Over Budget	% of Budget
410.420 · Civil Service Commission	0.00	500.04	-500.04	0.0%
410.451 · Cruiser Maintenance	7,733.81	9,999.96	-2,266.15	77.3%
410.460 · Training PD	3,381.17	9,000.00	-5,618.83	37.6%
410.500 · Youth Aid	0.00	500.04	-500.04	0.0%
Total 410 · Police Dept	1,380,549.78	2,668,265.04	-1,287,715.26	51.7%
411 · Fire Dept				
411.163 · Workmen's Comp	12,757.00	18,219.96	-5,462.96	70.0%
411.231 · Vehicle Operation FD	2,085.07	5,499.96	-3,414.89	37.9%
411.500 · State Fire Relief	0.00	30,000.00	-30,000.00	0.0%
411.540 · Fire Department Contribution	0.00	32,000.04	-32,000.04	0.0%
Total 411 · Fire Dept	14,842.07	85,719.96	-70,877.89	17.3%
412.000 · Ambulance				
412.540 · NW EMS Donation	5,000.00	9,999.96	-4,999.96	50.0%
Total 412.000 · Ambulance	5,000.00	9,999.96	-4,999.96	50.0%
413 · Code / Zoning Enforcement				
413.114 · Wages - Code Officer	28,066.35	56,276.28	-28,209.93	49.9%
413.190 · Payroll Taxes - Code / Zoning	2,132.18	4,243.32	-2,111.14	50.2%
413.194 · Unemploy Comp Tax - Code	812.66	285.00	527.66	285.1%
413.195 · Workmen's Comp	154.80	181.56	-26.76	85.3%
413.196 · Codes - Health Insurance	4,569.62	11,006.88	-6,437.26	41.5%
413.220 · Code Enforcement Supplies	0.00	249.96	-249.96	0.0%
413.310 · Professional Services	0.00	500.04	-500.04	0.0%
413.352 · Liability Insurance	1,019.16	1,212.72	-193.56	84.0%
413.460 · Training - Code / Zoning	305.00	500.04	-195.04	61.0%
414.240 · Misc Operating Supplies	1,183.94	999.96	183.98	118.4%
414.310 · ZHB Solicitor	2,050.00	5,000.04	-2,950.04	41.0%
414.311 · Secretary for Zoning Hearing	705.00	999.96	-294.96	70.5%
414.314 · Legal (Municipal Attorney)	1,608.00	2,499.96	-891.96	64.3%
414.340 · Advertising/Printing	2,595.52	2,499.96	95.56	103.8%
Total 413 · Code / Zoning Enforcement	45,202.23	86,455.68	-41,253.45	52.3%
415.300 · Emergency Magmt	88.74	500.04	-411.30	17.7%
419.300 · Task Force	4,858.00	4,857.96	0.04	100.0%
Total 415.000 · Public Safety	1,450,540.82	2,855,798.64	-1,405,257.82	50.8%
420.000 · Health & Human Services				
422.000 · Animal Control	0.00	1,500.00	-1,500.00	0.0%
Total 420.000 · Health & Human Services	0.00	1,500.00	-1,500.00	0.0%
431 · Public Works				
427 · Sanitation				
427.367 · Solid Waste Collection Contract	129,843.00	260,000.04	-130,157.04	49.9%
427.368 · Tipping Fee	98,911.77	170,000.04	-71,088.27	58.2%
Total 427 · Sanitation	228,754.77	430,000.08	-201,245.31	53.2%
428.000 · Public Works - Weed Control				
428.450 · Grass Cutting	19,265.94	48,000.00	-28,734.06	40.1%
Total 428.000 · Public Works - Weed Control	19,265.94	48,000.00	-28,734.06	40.1%

Manheim Borough -General Fund

Profit & Loss Budget vs. Actual

January through December 2020

	Jan - Dec 20	Budget	\$ Over Budget	% of Budget
430.000 · Roads and Streets				
430.112 · Wages	91,561.57	184,008.36	-92,446.79	49.8%
430.190 · Payroll Taxes - Public Works	6,297.76	13,874.40	-7,576.64	45.4%
430.194 · Unemployment Tax - PW	1,306.55	1,140.00	166.55	114.6%
430.195 · Workmen's Comp - PW	10,163.88	17,128.44	-6,964.56	59.3%
430.196 · Health Insurance - PW	35,220.14	74,924.64	-39,704.50	47.0%
430.200 · Material/Supplies	7,222.40	18,000.00	-10,777.60	40.1%
430.233 · Vehicle Operation (Fuel) PW	2,687.95	6,000.00	-3,312.05	44.8%
430.238 · Uniforms Street Department	269.99	750.00	-480.01	36.0%
430.245 · Highway Materials	0.00	2,250.00	-2,250.00	0.0%
430.251 · Vehicle Parts/Maint	499.36	1,749.96	-1,250.60	28.5%
430.320 · Tele/call/internet	3,541.05	4,500.00	-958.95	78.7%
430.351 · Property Insurance	1,815.42	2,756.28	-940.86	65.9%
430.360 · Utilities Maintenance Shed	6,332.41	8,499.96	-2,167.55	74.5%
430.370 · Maintenance/Repairs	1,617.81	11,000.04	-9,382.23	14.7%
430.374 · Minor Equip Repair	228.40	3,000.00	-2,771.60	7.6%
431.372 · Road Maint/Repairs	2,449.19	9,999.96	-7,550.77	24.5%
432.200 · Snow Materials/Supplies	5,650.76	12,999.96	-7,349.20	43.5%
432.450 · Supplemental Snowplow	0.00	5,000.04	-5,000.04	0.0%
433.200 · Signs Materials/Supplies	2,352.79	4,500.00	-2,147.21	52.3%
433.361 · Traffic Signals - Electric	1,829.43	3,200.04	-1,370.61	57.2%
433.370 · Maintenance Traffic Signals	829.04	5,499.96	-4,670.92	15.1%
434.361 · Street Lighting	46,095.34	80,000.04	-33,904.70	57.6%
435.370 · Paint / Maintenance	961.20	3,999.96	-3,038.76	24.0%
Total 430.000 · Roads and Streets	228,932.44	474,782.04	-245,849.60	48.2%
446.000 · Public Works - Other				
446.370 · Storm Water - MS4	4,835.75	9,999.96	-5,164.21	48.4%
448.370 · Hydrants	9,440.52	18,750.00	-9,309.48	50.3%
Total 446.000 · Public Works - Other	14,276.27	28,749.96	-14,473.69	49.7%
Total 431 · Public Works	491,229.42	981,532.08	-490,302.66	50.0%
450.000 · Culture and Recreation				
452 · Pool				
452.221 · Pool Chemicals	3,661.58	15,000.00	-11,338.42	24.4%
452.260 · Pool Equip/Supply	319.70	5,000.04	-4,680.34	6.4%
452.360 · Pool Utilities	6,002.23	24,999.96	-18,997.73	24.0%
452.370 · Pool Maint / Repairs	1,431.94	7,500.00	-6,068.06	19.1%
452.450 · Pool Contract	5,722.00	129,000.00	-123,278.00	4.4%
Total 452 · Pool	17,137.45	181,500.00	-164,362.55	9.4%
453.000 · Spectator - Museums, etc.				
453.540 · Historical Society Donation	0.00	1,500.00	-1,500.00	0.0%
Total 453.000 · Spectator - Museums, etc.	0.00	1,500.00	-1,500.00	0.0%
454 · Parks				
454.351 · Property Insurance	8,090.27	11,907.00	-3,816.73	67.9%
454.360 · Park Utilities	4,909.08	14,000.04	-9,090.96	35.1%
454.370 · Park Maintenance/Repairs	6,365.80	15,999.96	-9,634.16	39.8%
454.371 · Park Tree Services	2,700.00	9,999.96	-7,299.96	27.0%
454.430 · Park Taxes	6,997.35	6,962.28	35.07	100.5%
Total 454 · Parks	29,062.50	58,869.24	-29,806.74	49.4%
456.540 · Library Donation	6,300.00	6,300.00	0.00	100.0%
Total 450.000 · Culture and Recreation	52,499.95	248,169.24	-195,669.29	21.2%
465.000 · Community Development				
465.360 · 26 E High Utilities	149.94			
465.430 · 26 E High Property Taxes	165.00			
Total 465.000 · Community Development	314.94			

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Accrual Basis

Manheim Borough -General Fund
Profit & Loss Budget vs. Actual
January through December 2020

	Jan - Dec 20	Budget	\$ Over Budget	% of Budget
471.000 · Debt Service				
471.200 · 2019 Bond Series Principle	0.00	230,000.04	-230,000.04	0.0%
472.000 · 2019 Bond Series Interest	67,795.00	134,000.04	-66,205.04	50.6%
Total 471.000 · Debt Service	67,795.00	364,000.08	-296,205.08	18.6%
483.000 · Employer Paid Benefits				
483.100 · Act 205 Pension MMO (Police)	0.00	244,599.96	-244,599.96	0.0%
483.300 · Act 205 Pension MMO (non-unif)	0.00	51,653.04	-51,653.04	0.0%
Total 483.000 · Employer Paid Benefits	0.00	296,253.00	-296,253.00	0.0%
492.010 · To Capital	0.00	6,000.00	-6,000.00	0.0%
Total 01E · General Fund Expense	2,351,526.44	5,263,001.76	-2,911,475.32	44.7%
406.490 · Borough COVID-19 Expense	3,622.47			
410.490 · Police COVID-19	3,616.67			
Total Expense	2,358,765.58	5,263,001.76	-2,904,236.18	44.8%
Net Income	825,249.78	-17,470.32	842,720.10	-4,723.7%

Manheim Borough

7/14/2020

BILLS TO BE APPROVED FOR PAYMENT

RATIFIED GENERAL FUND	\$ -
RATIFIED CAPITAL FUND	\$ -
GENERAL FUND	\$ 72,160.88
K-9 FUND	
GREENWAYS GRANT	\$ 165.00
CAPITAL FUND	\$ 27,787.99
LIQUID FUELS FUND	\$ -
	<hr/>
	\$ 100,113.87

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Manheim Borough -General Fund

Check Detail

July 14, 2020

Type	Num	Date	Name	Account	Paid Amount
Bill Pm...	5251	07/14/2020	Berkheimer Associates	102.000 · Cash 2203326201	
Bill	406	06/30/2020		403.116 · Tax Coll - Fee/Commission	-9.46
TOTAL					-9.46
Bill Pm...	5252	07/14/2020	Blue Ridge Communications	102.000 · Cash 2203326201	
Bill	03290...	07/01/2020		430.320 · Tele/call/internet	-46.90
TOTAL					-46.90
Bill Pm...	5253	07/14/2020	Commonwealth of PA	102.000 · Cash 2203326201	
Bill	11596...	07/01/2020		446.370 · Storm Water - MS4	-500.00
TOTAL					-500.00
Bill Pm...	5254	07/14/2020	Eagle Wireless Communications	102.000 · Cash 2203326201	
Bill	INv-0...	07/01/2020		410.252 · Computer Equip PD	-169.50
				430.320 · Tele/call/internet	-67.80
TOTAL					-237.30
Bill Pm...	5255	07/14/2020	Fulton Bank Visa	102.000 · Cash 2203326201	
Bill	75850...	06/25/2020		410.220 · Operating Supplies	-28.18
				410.220 · Operating Supplies	-21.98
				410.220 · Operating Supplies	-81.99
				410.220 · Operating Supplies	-6.56
				410.220 · Operating Supplies	-15.57
				410.220 · Operating Supplies	-12.87
				410.238 · Officer's Uniforms	-538.67
				410.220 · Operating Supplies	-24.99
				410.220 · Operating Supplies	-107.78
				410.215 · Postage PD	-64.20
				410.220 · Operating Supplies	-11.43
				410.220 · Operating Supplies	-89.95
				410.220 · Operating Supplies	-146.63
				430.200 · Material/Supplies	-21.75
				430.200 · Material/Supplies	-24.12
				454.370 · Park Maintenance/Repairs	-3.00
				454.370 · Park Maintenance/Repairs	-105.90
				454.370 · Park Maintenance/Repairs	-19.98
				430.200 · Material/Supplies	-5.79
				454.370 · Park Maintenance/Repairs	-282.00
				430.200 · Material/Supplies	-23.98
				401.420 · Dues/Membership/Subscr...	-119.00
				406.490 · Borough COVID-19 Expe...	-14.99
				430.200 · Material/Supplies	-33.44
				409.213 · Computer Equipment	-31.28
TOTAL					-1,836.03
Bill Pm...	5256	07/14/2020	G & G Feed & Supply, Inc.	102.000 · Cash 2203326201	
Bill	047873	07/08/2020		454.370 · Park Maintenance/Repairs	-4.98
TOTAL					-4.98

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Manheim Borough -General Fund

Check Detail

July 14, 2020

Type	Num	Date	Name	Account	Paid Amount
Bill Pm...	5257	07/14/2020	Garman's Cleaning	102.000 · Cash 2203326201	
Bill	5815	07/01/2020		409.317 · Cleaning Services	-600.00
TOTAL					-600.00
Bill Pm...	5258	07/14/2020	Garman's Coal & Mulch	102.000 · Cash 2203326201	
Bill	128645	06/30/2020		454.370 · Park Maintenance/Repairs	-75.00
Bill	128649	06/30/2020		454.370 · Park Maintenance/Repairs	-75.00
TOTAL					-150.00
Bill Pm...	5259	07/14/2020	GFL Environmental	102.000 · Cash 2203326201	
Bill	00451...	06/30/2020		427.367 · Solid Waste Collection Co...	-21,640.50
TOTAL					-21,640.50
Bill Pm...	5260	07/14/2020	Good's Disposal Service	102.000 · Cash 2203326201	
Bill	271672	06/20/2020		427.368 · Tipping Fee	-449.78
TOTAL					-449.78
Bill Pm...	5261	07/14/2020	J. L. Honberger Co, Inc.	102.000 · Cash 2203326201	
Bill	7435	05/26/2020		452.221 · Pool Chemicals	-389.85
Bill	7531	05/28/2020		452.221 · Pool Chemicals	-1,049.59
TOTAL					-1,439.44
Bill Pm...	5262	07/14/2020	Kocman Insurance Group	102.000 · Cash 2203326201	
Bill	63228	07/06/2020		402.353 · Bond Insurance FD/HRC/...	-375.00
Bill	63238	07/08/2020		402.353 · Bond Insurance FD/HRC/...	-375.00
TOTAL					-750.00
Bill Pm...	5263	07/14/2020	Lancaster County Solid Waste Mangement	102.000 · Cash 2203326201	
Bill	30003...	07/02/2020		427.368 · Tipping Fee	-13,380.42
TOTAL					-13,380.42
Bill Pm...	5264	07/14/2020	Land Studies	102.000 · Cash 2203326201	
Bill	9594	06/26/2020		410.373 · Building Maint	-241.43
				428.450 · Grass Cutting	-293.75
TOTAL					-535.18
Bill Pm...	5265	07/14/2020	Lezzer Lumber	102.000 · Cash 2203326201	
Bill	83071...	07/01/2020		454.370 · Park Maintenance/Repairs	-4.99
TOTAL					-4.99

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Manheim Borough -General Fund

Check Detail

July 14, 2020

Type	Num	Date	Name	Account	Paid Amount
Bill Pm...	5266	07/14/2020	Longeneckers Hardware Company	102.000 · Cash 2203326201	
Bill	644045	06/29/2020		430.200 · Material/Supplies	-17.98
Bill	644041	06/29/2020		454.370 · Park Maintenance/Repairs	-7.78
Bill	644092	06/29/2020		454.370 · Park Maintenance/Repairs	-141.87
Bill	644804	07/06/2020		454.370 · Park Maintenance/Repairs	-29.98
Bill	644966	07/07/2020		409.370 · Maintenance/Repair	-3.29
TOTAL					-200.90
Bill Pm...	5267	07/14/2020	Manheim Central School District	102.000 · Cash 2203326201	
Bill	20200...	07/06/2020		454.430 · Park Taxes	-5,398.09
TOTAL					-5,398.09
Bill Pm...	5268	07/14/2020	MAWSA	102.000 · Cash 2203326201	
Bill	22913...	06/20/2020		448.370 · Hydrants	-1,573.42
Bill	22907...	06/20/2020		430.360 · Utilities Maintenance Shed	-66.07
Bill	22897...	06/20/2020		454.360 · Park Utilities	-11.60
Bill	22894...	06/20/2020		409.360 · Utilities	-65.93
Bill	22892...	06/20/2020		454.360 · Park Utilities	-11.60
Bill	22892...	06/20/2020		452.360 · Pool Utilities	-449.15
Bill	22892...	06/20/2020		452.360 · Pool Utilities	-296.74
Bill	22892...	06/20/2020		454.360 · Park Utilities	-11.97
Bill	22890...	06/20/2020		454.360 · Park Utilities	-62.80
Bill	22889...	06/20/2020		452.360 · Pool Utilities	-61.27
Bill	22887...	06/20/2020		410.360 · Utilities PD	-155.24
TOTAL					-2,765.79
Bill Pm...	5269	07/14/2020	Municipay LLC	102.000 · Cash 2203326201	
Bill	MPS-...	06/30/2020		409.213 · Computer Equipment	-170.00
TOTAL					-170.00
Bill Pm...	5270	07/14/2020	Office Basics, Inc.	102.000 · Cash 2203326201	
Bill	I-1537...	07/01/2020		401.210 · Office Supplies	-355.65
TOTAL					-355.65
Bill Pm...	5271	07/14/2020	PA Retirement Solutions, Inc.	102.000 · Cash 2203326201	
Bill	11276	07/01/2020		402.317 · Processing Payroll	-394.00
TOTAL					-394.00
Bill Pm...	5272	07/14/2020	Penn Township	102.000 · Cash 2203326201	
Bill	2020-2	07/06/2020		415.300 · Emergency Magmt	-29.43
TOTAL					-29.43
Bill Pm...	5273	07/14/2020	Pennsylvania One Call System	102.000 · Cash 2203326201	
Bill	864328	06/30/2020		430.320 · Tele/call/internet	-58.90
TOTAL					-58.90

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Manheim Borough -General Fund

Check Detail

July 14, 2020

Type	Num	Date	Name	Account	Paid Amount
Bill Pm...	5274	07/14/2020	PP&L	102.000 · Cash 2203326201	
Bill	65320...	06/19/2020		433.361 · Traffic Signals - Electric	-163.07
Bill	71330...	06/22/2020		433.361 · Traffic Signals - Electric	-77.16
Bill	92560...	06/23/2020		454.360 · Park Utilities	-30.22
Bill	10560...	06/23/2020		454.360 · Park Utilities	-30.02
Bill	87401...	06/30/2020		434.361 · Street Lighting	-383.00
Bill	98626...	06/30/2020		434.361 · Street Lighting	-5,775.39
TOTAL					-6,458.86
Bill Pm...	5275	07/14/2020	Quality Digital Office Solutions	102.000 · Cash 2203326201	
Bill	289314	07/01/2020		401.210 · Office Supplies	-322.35
TOTAL					-322.35
Bill Pm...	5276	07/14/2020	Roberts Oxygen Co, Inc.	102.000 · Cash 2203326201	
Bill	155038	06/30/2020		452.221 · Pool Chemicals	-93.50
TOTAL					-93.50
Bill Pm...	5277	07/14/2020	Scot Funk	102.000 · Cash 2203326201	
Bill	070820	07/08/2020		401.210 · Office Supplies	-79.52
TOTAL					-79.52
Bill Pm...	5278	07/14/2020	Select Security	102.000 · Cash 2203326201	
Bill	24914...	07/01/2020		409.360 · Utilities	-120.00
TOTAL					-120.00
Bill Pm...	5279	07/14/2020	Shaub's Dry Cleaning	102.000 · Cash 2203326201	
Bill	10009...	06/30/2020		410.238 · Officer's Uniforms	-435.55
TOTAL					-435.55
Bill Pm...	5280	07/14/2020	SWIF	102.000 · Cash 2203326201	
Bill	06214...	07/01/2020		411.163 · Workmen's Comp	-1,367.00
TOTAL					-1,367.00
Bill Pm...	5281	07/14/2020	Triangle Press	102.000 · Cash 2203326201	
Bill	20057...	07/02/2020		401.215 · Postage Boro	-57.00
Bill	02006...	07/06/2020		401.210 · Office Supplies	-142.00
Bill	02006...	07/06/2020		401.210 · Office Supplies	-330.00
TOTAL					-529.00

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07/13/20

Manheim Borough -General Fund

Check Detail

July 14, 2020

Type	Num	Date	Name	Account	Paid Amount
Bill Pm...	5282	07/14/2020	Verizon Wireless	102.000 · Cash 2203326201	
Bill	98570...	06/20/2020		410.320 · Telephone	-219.44
Bill	98575...	06/26/2020		410.320 · Telephone	-323.81
				430.320 · Tele/call/internet	-125.56
				401.320 · Telephone (Mgr Cell Phone)	-55.14
				414.240 · Misc Operating Supplies	-40.01
TOTAL					-763.96
Bill Pm...	5283	07/14/2020	Vertex Mechanical, Inc	102.000 · Cash 2203326201	
Bill	58574...	07/08/2020		409.370 · Maintenance/Repair	-218.00
TOTAL					-218.00
Bill Pm...	5284	07/14/2020	Warihay Enterprises, Inc.	102.000 · Cash 2203326201	
Bill	06302...	06/30/2020		428.450 · Grass Cutting	-5,400.00
				410.373 · Building Maint	-300.00
TOTAL					-5,700.00
Bill Pm...	5285	07/14/2020	Wex Bank	102.000 · Cash 2203326201	
Bill	66216...	06/30/2020		411.231 · Vehicle Operation FD	-338.55
				410.231 · Vehicle Operation (Fuel)	-2,256.77
				430.233 · Vehicle Operation (Fuel) ...	-408.76
				414.240 · Misc Operating Supplies	-19.40
TOTAL					-3,023.48
Bill Pm...	5286	07/14/2020	Windstream	102.000 · Cash 2203326201	
Bill	02139...	06/24/2020		430.320 · Tele/call/internet	-36.39
Bill	02139...	06/24/2020		409.360 · Utilities	-244.63
Bill	02149...	07/07/2020		452.360 · Pool Utilities	-43.04
Bill	02144...	07/07/2020		452.360 · Pool Utilities	-65.44
TOTAL					-389.50
Bill Pm...	5287	07/14/2020	Guth Laboratories, Inc.	102.000 · Cash 2203326201	
Bill	20634...	06/18/2020		410.220 · Operating Supplies	-89.34
TOTAL					-89.34
Bill Pm...	5288	07/14/2020	JGF Funding	102.000 · Cash 2203326201	
Bill	217816	07/02/2020		410.252 · Computer Equip PD	-140.30
Bill	217818	07/02/2020		410.252 · Computer Equip PD	-140.30
Bill	217817	07/02/2020		410.252 · Computer Equip PD	-140.30
TOTAL					-420.90
Bill Pm...	5289	07/14/2020	John A. Zern & Son	102.000 · Cash 2203326201	
Bill	60456	06/26/2020		410.210 · Office Supplies	-60.00
TOTAL					-60.00

12:38 PM

07/13/20

Manheim Borough -General Fund

Check Detail

July 14, 2020

Type	Num	Date	Name	Account	Paid Amount
Bill Pm...	5290	07/14/2020	Office Basics, Inc.	102.000 · Cash 2203326201	
Bill	I-1543...	07/09/2020		410.210 · Office Supplies	-84.11
TOTAL					-84.11
Bill Pm...	5291	07/14/2020	RedX Web Design	102.000 · Cash 2203326201	
Bill	5312	07/01/2020		410.252 · Computer Equip PD	-165.00
TOTAL					-165.00
Bill Pm...	5292	07/14/2020	Wells Fargo Vendor Fin. Serv.	102.000 · Cash 2203326201	
Bill	50110...	07/04/2020		410.216 · Office Equipment PD	-235.99
TOTAL					-235.99
Bill Pm...	5293	07/14/2020	Witmer Public Safety Group, Inc.	102.000 · Cash 2203326201	
Bill	20394...	06/23/2020		410.220 · Operating Supplies	-647.08
TOTAL					-647.08

12:39 PM

Manheim Borough -General Fund

07/13/20

Check Run

Accrual Basis

July 14, 2020

Date	Num	Name	Amount
07/14/2020	5251	Berkheimer Associates	-9.46
07/14/2020	5252	Blue Ridge Communications	-46.90
07/14/2020	5253	Commonwealth of PA	-500.00
07/14/2020	5254	Eagle Wireless Communications	-237.30
07/14/2020	5255	Fulton Bank Visa	-1,836.03
07/14/2020	5256	G & G Feed & Supply, Inc.	-4.98
07/14/2020	5257	Garman's Cleaning	-600.00
07/14/2020	5258	Garman's Coal & Mulch	-150.00
07/14/2020	5259	GFL Environmental	-21,640.50
07/14/2020	5260	Good's Disposal Service	-449.78
07/14/2020	5261	J. L. Honberger Co, Inc.	-1,439.44
07/14/2020	5262	Kocman Insurance Group	-750.00
07/14/2020	5263	Lancaster County Solid Waste Mangement	-13,380.42
07/14/2020	5264	Land Studies	-535.18
07/14/2020	5265	Lezzer Lumber	-4.99
07/14/2020	5266	Longeneckers Hardware Company	-200.90
07/14/2020	5267	Manheim Central School District	-5,398.09
07/14/2020	5268	MAWSA	-2,765.79
07/14/2020	5269	Municipay LLC	-170.00
07/14/2020	5270	Office Basics, Inc.	-355.65
07/14/2020	5271	PA Retirement Solutions, Inc.	-394.00
07/14/2020	5272	Penn Township	-29.43
07/14/2020	5273	Pennsylvania One Call System	-58.90
07/14/2020	5274	PP&L	-6,458.86
07/14/2020	5275	Quality Digital Office Solutions	-322.35
07/14/2020	5276	Roberts Oxygen Co, Inc.	-93.50
07/14/2020	5277	Scot Funk	-79.52
07/14/2020	5278	Select Security	-120.00
07/14/2020	5279	Shaub's Dry Cleaning	-435.55
07/14/2020	5280	SWIF	-1,367.00
07/14/2020	5281	Triangle Press	-529.00
07/14/2020	5282	Verizon Wireless	-763.96
07/14/2020	5283	Vertex Mechanical, Inc	-218.00
07/14/2020	5284	Warihay Enterprises, Inc.	-5,700.00
07/14/2020	5285	Wex Bank	-3,023.48
07/14/2020	5286	Windstream	-389.50
07/14/2020	5287	Guth Laboratories, Inc.	-89.34
07/14/2020	5288	JGF Funding	-420.90
07/14/2020	5289	John A. Zern & Son	-60.00
07/14/2020	5290	Office Basics, Inc.	-84.11
07/14/2020	5291	RedX Web Design	-165.00
07/14/2020	5292	Wells Fargo Vendor Fin. Serv.	-235.99
07/14/2020	5293	Witmer Public Safety Group, Inc.	-647.08
TOTAL			-72,160.88

11:43 AM

07/13/20

Manheim Borough Capital Fund

Check Detail

July 1 - 14, 2020

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	1045	07/14/2020	Rettew Associates, Inc.		109.090 · Greenways Grant Cash		-165.00
Bill	187285	06/18/2020			446.603 · Chiques Greenway (DCNR)	-165.00	165.00
TOTAL						-165.00	165.00
Bill Pmt -Check	1881	07/14/2020	Martin Paving, Inc.		109.000 · Cash - Capital Boro		-23,239.74
Bill	10-278...	06/17/2020			439.600 · Capital Construction - Streets	-2,298.40	2,298.40
Bill	10-278...	06/17/2020			439.600 · Capital Construction - Streets	-20,941.34	20,941.34
TOTAL						-23,239.74	23,239.74
Bill Pmt -Check	1882	07/14/2020	Rettew Associates, Inc.		109.000 · Cash - Capital Boro		-4,548.25
Bill	187284	06/18/2020			446.602 · Chiques Growing Greener	-4,548.25	4,548.25
TOTAL						-4,548.25	4,548.25

11:42 AM

07/13/20

Accrual Basis

Manheim Borough Capital Fund

Check Run

July 1 - 14, 2020

Date	Num	Name	Memo	Amount	Balance
Jul 1 - 4, 20					
Jul 1 - 4, 20					0.00
Week of Jul 5, 20					
Week of Jul 5, 20					0.00
Jul 12 - 14, 20					
07/14/2020	1881	Martin Paving, Inc.		-23,239.74	-23,239.74
07/14/2020	1882	Rettew Associates, Inc.		-4,548.25	-27,787.99
07/14/2020	1045	Rettew Associates, Inc.		-165.00	-27,952.99
Jul 12 - 14, 20				-27,952.99	-27,952.99
TOTAL				-27,952.99	-27,952.99

July 14, 2020

James R. Fisher, PE
Borough Manager
Manheim Borough
15 East High Street
Manheim, PA 17545

Re: Borough Engineer's Report



LANCASTER CIVIL
★ ★ engineering company ★ ★
p.o. box 8972, lancaster, pa 17604-8972
www.lancastercivil.com

Dear Mr. Fisher:

Below please find my update for the upcoming Borough Council meeting regarding the work performed during the past month.

N. Linden/E. High Street Drainage Improvements: The contractor has begun work on the bore holes to locate existing utilities. We are awaiting notice on a grant application prior to beginning the majority of the work.

Hart Street Paving: The contractor finished paving improvements to Hart Street. Please see the attached photos.

MS4 Consulting: I performed inspections and issued violations for illicit discharges and stormwater management ordinance violations at several properties within the Borough.

Memorial Park improvements: I've been working with the design engineer, Rettew, and providing coordination with DCNR for the floodplain and recreational improvements. A design submission to DCNR is in process, with ongoing coordination with the Solicitor to finalize several of the required grant forms.

N. Laurel Street drainage improvements: A field survey was performed. Contact has been made with many residents as I continue to investigate the causes of the flooding at these properties. In the coming weeks, I plan to further investigate the existing conditions and formulate a design concept.

2019 Pedestrian Improvements (CDBG funded): I performed a final inspection and provided a punch list to the contractor. The punch list items have been completed and the final application for payment is on tonight's Council agenda. A balancing change order is also recommended to account for quantity overruns and underruns. I will note that the final contract amount is less than the bid amount, even with additional ADA ramps being added to the contract.

I trust that this report provides you with the information you need for the upcoming Council meeting; however please do not hesitate to contact me if you have questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Benjamin S. Craddock". The signature is written in a cursive style with a large, stylized 'B' and 'C'.

Benjamin S. Craddock, PE, President

LANCASTER CIVIL

cc: Manheim Borough Council
 Lindsey Uhlig, Public Works



Photo 1: Paving improvements for Hart Alley near W. Gramby Street



Photo 2: Paving improvements for Hart Alley near W. Danner Alley.

Date of Issuance: June 15, 2020

Effective Date:

Owner: Manheim Borough

Owner's Contract No.: N/A

Contractor: Doug Lamb Construction, Inc.

Contractor's Project No.:

Engineer: Lancaster Civil Engineering Co.

Engineer's Project No.: 9-56

Project: Manheim Borough Pedestrian Improvements

Contract Name: N/A

The Contract is modified as follows upon execution of this Change Order:

Description: **Balancing changer order due to overruns and underruns in quantities.**

Attachments (list documents supporting change): Itemized Change Order #2 (Balancing Change Order) spreadsheet by the Lancaster Civil Engineering Co. dated June 15, 2020.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>232,976.00</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ <u>5,061.32</u>	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>238,037.32</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ <u>8,250.92</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>229,786.40</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:
By: Benjamin S. Gaylor
Engineer (if required)

Title: Borough Engineer
Date: 6/15/2020

ACCEPTED:

By: _____
Owner (authorized signature)
Title: Borough Manager

Date: _____

ACCEPTED:

By: [Signature]
Contractor (authorized signature)

Title: Construction Manager
Date: 6/15/2020

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

June 15, 2020

Mr. James Fisher, PE
Borough Manager
15 East High Street
Manheim, PA 17535
manager@manheimborough.org



LANCASTER CIVIL
★ ★ engineering company ★ ★
p.o. box 8972, lancaster, pa 17604-8972
www.lancastercivil.com

Re: Pedestrian Improvements (LC Project No: 9-56)
Change order #2 (Balancing Change Order)

Description	Quantity	Unit	Unit Cost	Total Cost
Vertical Concrete Curb	-1.10	LF	\$89	-\$97.90
Concrete Sidewalk	-143.77	SF	\$16	-\$2,300.32
Detectable Warning Surfaces	-87.80	SF	\$25	-\$2,195.00
Superpave Asphalt Mixture Design Scratch Course, PG 64-22, 0.3 to 3 million ESALs, 9.5mm, 1" Average Depth	-37	TN	\$135	-\$4,995.00
Superpave Asphalt Mixture Design Wearing Course, PG 64-22, 0.3 to 3 million ESALs, 12.5mm, 2" Depth	-1.10	TN	\$157	-\$172.70
Superpave Asphalt Mixture Design Wearing Course (Alley Crosswalk Overlay), PG 64-22, 0.3 to 3 million ESALs, 9.5mm, 1.5" Depth	39.50	SY	\$110	\$4,345.00
Type C Crosswalk Thermoplastic Pavement Markings (24" wide)	-205	LF	\$10	-\$2,050.00
Wolf Street Superpave Asphalt Mixture Design Wearing Course, PG 64-22, 0.3 to 3 million ESALs, 12.5mm, 2" Depth	-5	TN	\$157	-\$785.00
TOTAL				-\$8,250.92

APPLICATION AND CERTIFICATION FOR PAYMENT

PAGE ONE OF

PAGES

3

TO OWNER: Manheim Borough

PROJECT: Manheim Borough Ped. Improvements

APPLICATION NO: 5

APPLICATION DATE 6/5/2020

COVERED PERIOD: 12/21/2019 to 6/4/2020

Distribution to:

	Owner
	Const Mgr
	PM
	Contractor

FROM CONTRACTOR: Doug Lamb Construction, Inc.

VIA CONSTRUCTION MANAGER:

PROJECT NO:

Contract 2019-05

CONTRACT FOR: Manheim Borough Pedestrian Improvements

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$	232,976.00
2. Net change by Change Orders	\$	(3,189.60)
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	229,786.40
4. TOTAL COMPLETED & STORED TO date	\$	229,786.40
5. RETAINAGE:		
a. 0.00% % of Completed Work	\$	-
b. 0.00 % of Stored Material	\$	-
Total Retainage (Lines 5a + 5b or Total in Column I	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	229,786.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	176,535.15
8. CURRENT PAYMENT DUE	\$	53,251.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		(\$8,250.92)
Total approved this Month	\$5,061.32	
TOTALS	\$5,061.32	(\$8,250.92)
NET CHANGES by Change Order	(\$3,189.60)	

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any right of the Owner or Contractor under this Contract.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates were issued and payments received from the Owner, and that the current payment shown herein is due.

CONTRACTOR: Doug Lamb Construction, Inc.

By: [Signature] Date: 6/5/2020

State of:
Subscribed and sworn to before me this
Notary Public:

County of:
day of

My Commission expires:

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Construction Manager, Architect and Owner certifies that to the best of their knowledge, information and belief, the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment.

AMOUNT CERTIFIED \$ 53,251.25

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONSTRUCTION MANAGER:

By: [Signature] Date: 6/15/2020

PROGRAM MANAGER:

By: _____ Date: _____

OWNER (Manheim Borough):

By: _____ Date: _____

RDA
\$ 23,464.85

Borough
\$ 29,786.40

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT
Contractor's signed certification is attached.

PAGE 2 OF 3 PAGES

APPLICATION NO: 5
APPLICATION DATE: 6/5/2020
PERIOD TO: 12/21/2019 to 6/5/2020
PROJECT NO: 2019-05

A ITEM NO.	B DESCRIPTION OF WORK	UNIT	C			D		E		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H		I RETAINAGE (IF VARIABLE RATE)	
			UNIT PRICE	QTY	SCHEDULED VALUE	WORK COMPLETED		THIS PERIOD	%		BALANCE TO FINISH (C - G)					
						FROM PREVIOUS APPLICATION (D + E)										
						QTY	TOTAL	QTY	TOTAL		QTY	TOTAL		QTY	TOTAL	
1	Mobilization	LS	\$12,000.00	1	\$12,000.00	100%	\$12,000.00	0%	\$0.00		100%	\$12,000.00	100.00%	0.00	\$0.00	N/A
2	Maintenance and Protection of Traffic	LS	\$15,000.00	1	\$15,000.00	100%	\$15,000.00	0%	\$0.00		100%	\$15,000.00	100.00%	0.00	\$0.00	N/A
3	Demolition	LS	\$5,000.00	1	\$5,000.00	100%	\$5,000.00	0%	\$0.00		100%	\$5,000.00	100.00%	0.00	\$0.00	N/A
4	Vertical Concrete Curb	LF	\$89.00	810	\$72,090.00	808.90	\$71,992.10	0.00	\$0.00		808.90	\$71,992.10	99.86%	1.10	\$97.90	N/A
5	Concrete Sidewalk	SF	\$16.00	3825	\$61,200.00	3,681.23	\$58,899.68	0.000	\$0.00		3,681.23	\$58,899.68	96.24%	143.77	\$2,300.32	N/A
6	Detectable Warning Surface	SF	\$25.00	475	\$11,875.00	387.20	\$9,680.00	0.000	\$0.00		387.20	\$9,680.00	81.52%	87.80	\$2,195.00	N/A
7	Cold Milling (0-2" Depth)	SY	\$11.00	680	\$7,480.00		\$0.00	680.000	\$7,480.00		680.00	\$7,480.00	100.00%	0.00	\$0.00	N/A
8	Superpave Asphalt Mixture Design Scratch Course, PG 64-22, 0.3 to 3 million ESALS, 9.5mm, 1" Average Depth	TN	\$135.00	60	\$8,100.00		\$0.00	23	\$3,105.00		23.00	\$3,105.00	38.33%	37.00	\$4,995.00	N/A
9	Superpave Asphalt Mixture Design Wearing Course, PG 64-22, 0.3 to 3 million ESALS, 12.5mm, 2" Average Depth	TN	\$157.00	66	\$10,362.00		\$0.00	64.90	\$10,189.30		64.90	\$10,189.30	98.33%	1.10	\$172.70	N/A
10	Superpave Asphalt Mixture Design Wearing Course (Alley Crosswalk Overlay), PG 64-22, 0.3 to 3 million ESALS, 9.5mm, 1.5" Depth	SY	\$110.00	75	\$8,250.00		\$0.00	114.50	\$12,595.00		114.50	\$12,595.00	152.67%	-39.50	(\$4,345.00)	N/A
11	Replace Pavement Markings	LS	\$1,000.00	1	\$1,000.00		\$0.00	1.000	\$1,000.00		1.00	\$1,000.00	100.00%	0.00	\$0.00	N/A
12	Type C Crosswalk Thermoplastic Pavement Markings (24" Wide)	LF	\$10.00	410	\$4,100.00		\$0.00	205.000	\$2,050.00		205.00	\$2,050.00	50.00%	205.00	\$2,050.00	N/A
13	Trees	EA	\$515.00	4	\$2,060.00	4	\$2,060.00	0.000	\$0.00		4.00	\$2,060.00	100.00%	0.00	\$0.00	N/A
14	Shrubs	EA	\$105.00	7	\$735.00	7	\$735.00	0.000	\$0.00		7.00	\$735.00	100.00%	0.00	\$0.00	N/A
15	Restoration and Seeding	LS	\$4,000.00	1	\$4,000.00	100%	\$4,000.00	0.00%	\$0.00		100%	\$4,000.00	100.00%	0.00	\$0.00	
16	Wolf Street Cold Milling (0-2" Depth)	SY	\$12.00	130	\$1,560.00		\$0.00	130.000	\$1,560.00		130.00	\$1,560.00	100.00%	0.00	\$0.00	

CONTINUATION SHEET

PAGE 3 OF 3 PAGES

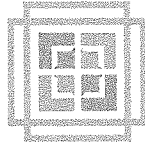
APPLICATION AND CERTIFICATION FOR PAYMENT
Contractor's signed certification is attached.

APPLICATION NO: 5
APPLICATION DATE: 6/5/2020
PERIOD TO: 12/21/2019 to 6/5/2020
PROJECT NO: 2019-05

A ITEM NO.	B DESCRIPTION OF WORK	C				D		E		F	G			H		I	
		UNIT	UNIT PRICE	QTY	SCHEDULED VALUE	WORK COMPLETED				MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		%(G ÷ C)		BALANCE TO FINISH (C - G)		RETAINAGE (IF VARIABLE RATE)
						FROM PREVIOUS APPLICATION (D + E)		THIS PERIOD									
						QTY	TOTAL	QTY	TOTAL		QTY	TOTAL					
17	Wolf Street Superpave Asphalt Mixture Design Wearing Course, PG 64-22, 0.3 to 3 million ESALS, 12.5mm, 2" Depth	TN	\$157.00	52	\$8,164.00		\$0.00	47.000	\$7,379.00		47.00	\$7,379.00	90.38%	5.00	\$785.00		
18	Change Order for 6" Concrete	S.F	\$22.00	230.06	\$5,061.32	230.06	\$5,061.32	0.00	\$0.00		230.06	\$5,061.32	100.00%	0.00	\$0.00		
19	Balancing Change Order	L.S	-\$8,250.00	1	-\$8,250.92	0.00	\$0.00	0.00	(\$8,250.92)		0.00	(\$8,250.92)	100.00%	1.00	(\$8,250.92)		
	GRAND TOTALS				\$229,786.40		\$184,428.10		\$45,358.30	\$0.00		\$229,786.40	100.00%		\$0.00		

Manheim Borough
Manager's Summary
7/14/20

- Ongoing updates to Borough website and social media.
- Buzz-in system installed at borough building, still some adjustments required (costars purchase, should be eligible for reimbursement).
- New air scrubber/filtering system installed (should be eligible for reimbursement).
- Ongoing communication with library director on building reopening preparations.
- Working with grant agencies on outstanding applications.
- Ongoing communication with Landis Communities regarding proposal for N. Hazel St. property.
- Addressing various resident concerns.
- Ongoing communication with stream restoration engineer regarding improvements, upcoming bidding process.
- Working with MAEDC attorney on legal documents to finalize transfer of funds to Borough with MAEDC's dissolution.
- Submission of new grant application for stream restoration project.
- PW Committee Mtg



LANCASTER COUNTY
**Redevelopment
Authority**

June 30, 2020

RECEIVED

JUL 06 2020

Manheim Borough

James Fisher
Manheim Borough
15 East High Street
Manheim PA 17545

Re: 2020 CDBG Contract

Dear Mr. Fisher,

Enclosed are three copies of the contract for your 2020 Community Development Block Grant (CDBG) project. The resolution appeared before our board at June's meeting and the contracts have been signed by our Executive Director, Matthew Sternberg.

In order to complete the contract, please sign all three contracts and have someone in your office attest to your signature. Retain one copy of the contract along with the certified board resolution for your files. Return the remaining two signed copies to me within thirty (30) days of receiving them.

Upon receipt of the contracts, I will be in contact with you will continue to work with you through the construction phase of your project.

If you have any questions, please contact me at 717-394-0793 x210 or at jritchey@lchra.com. Thank you and congratulations on your award.

Sincerely,

Jocelynn Ritchey
Program Specialist

Enclosure

**CONTRACT
BY AND BETWEEN THE
REDEVELOPMENT AUTHORITY OF THE COUNTY OF LANCASTER
AND THE BOROUGH OF MANHEIM**

PART I

This Contract entered into this 1st day of July 2020 by and between the Redevelopment Authority of the County of Lancaster (Authority), Commonwealth of Pennsylvania, and the Borough of Manheim (Grantee), Commonwealth of Pennsylvania.

WITNESSETH THAT:

Whereas, the County of Lancaster (County) will enter into a grant agreement with the United States Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974 (Act), as amended for the use of Fiscal Year 2020 Community Development Block Grant (CDBG) funds;

Whereas, a project entitled East Adele Avenue Drainage Improvement Project – Phase II (Project) has been approved for funding from said grant;

Whereas, Authority desires to enter into a Contract with Grantee to undertake and complete said project; and

Whereas, this Contract is conditioned upon the County receiving an executed 2020 CDBG grant agreement from HUD.

Now, Therefore, intending to be legally bound, the parties do mutually agree as follows:

I. SCOPE OF SERVICES

Authority and Grantee shall perform the following necessary services provided under this Contract in connection with the Project as described in the Fiscal Year 2020 Funding Request submitted by Grantee, which is hereby incorporated into this Contract, and as detailed in paragraph "A" below:

- A. The project includes the installation of stormwater facilities to address chronic stormwater flooding issues for properties between N. Laurel St. and Hershey Drive. This is a continuation of a prior CDBG funded project from Fiscal Year 2015. There are currently no stormwater facilities along the majority of N. Laurel St. and Hershey Drive.
- B. Grantee shall obtain, at no expense to Authority, any and all Federal, State, and Local permits and licenses and all necessary Rights-of Way and easements required to execute the Project as described in the Fiscal Year 2020 Funding Request. Grantee shall submit copies of all permits

and licenses to Authority upon receipt.

- C. Grantee agrees that all costs associated with engineering and design of the Project, as well as all legal fees, other professional service fees, and administrative costs incurred are the sole responsibility of Grantee, and that CDBG funds shall not be used to pay for any such legal fees, other professional service fees and administrative costs.
- D. Grantee agrees to return two signed contracts to the Authority within thirty (30) days of receipt of the contracts, or will be at risk of losing the CDBG funding for the Fiscal Year 2020.
- E. Grantee shall submit all Project plans, including but not limited to, specifications, drawings, cost estimates, and form of bid proposal necessary to complete the Project to Authority for review and approval.
- F. Authority shall obtain the applicable prevailing wage rates for inclusion in the Contract and shall enforce the Federal Labor Standards Provisions, as amended and Grantee shall cooperate in the enforcement of the Federal Labor Standards Provisions, as amended.
- G. Grantee shall include in all bid documents and contracts for the Project, any and all terms and conditions required by HUD under the Act, as amended and as stipulated in **Part II of this Contract**.
- H. Grantee shall not advertise for bids until all of the aforementioned permits and licenses are submitted and written approval of said plans, technical specifications, drawings, cost estimates and form of bid proposal has been received from Authority. Grantee shall provide a copy of the final drawings and bid documents to the Authority.
- I. After obtaining written approval of the construction contract documents from Authority, Grantee shall publicly advertise for bidders in connection with the Project. Grantee shall place said advertisement in the legal section of the Lancaster New Era/Intelligencer Journal/Sunday News at least once a week for a minimum of two weeks. Grantee shall submit Proofs of Publication of said advertisement to Authority.
- J. Grantee agrees that all costs associated with the aforementioned advertisement shall be the sole responsibility of Grantee.
- K. Grantee agrees that all plans and specifications shall be available to prospective bidders at least fifteen (15) days in advance of opening bids.
- L. Grantee shall submit a copy of each of the bids received and a Bid Tabulation to Authority.

- M. Grantee shall not award any contract, or place any order for materials or services without prior written approval from Authority. Grantee further agrees that all contracts for construction, services or for the supply of material will be between Grantee and the vendor of said services.
- N. Grantee shall submit manually signed originals of all contract agreements and contract change-orders to Authority for use in audit reviews. Grantee shall retain any construction and financial records relating to the Project, including invoices for engineering and design, for at least three (3) years from the date of completion as evidenced by the receipt of a signed *Certificate of Acceptance* provided by Authority.
- O. Grantee shall hold a pre-construction conference with Authority and contractor prior to the issuance of the *Notice to Proceed* for the Project. The effective date of the *Notice to Proceed* shall be established at the pre-construction conference and agreed to by all parties. Grantee agrees that said *Notice to Proceed* shall not be issued, nor will the contractor be permitted to begin construction, without approval from Authority.
- P. If construction contract change orders become necessary Grantee agrees to comply with the following procedure:
1. Grantee shall submit a change order to Authority for review and approval.
 2. The contractor shall not initiate any proposed work without prior written approval of Authority.
 3. Authority will make the determination in its sole and absolute discretion to approve or disapprove the application of CDBG funds to a change order within the limits of the Terms and Conditions contained herein.
 4. Grantee agrees that if the use of CDBG funds for a particular change order is disapproved by Authority, the cost of said change order shall be the sole responsibility of Grantee.
 5. Grantee acknowledges that the issuance of a change order must comply with procurement procedures. Grantee also acknowledges that if a change order is issued, or if work is authorized without approval by Authority, this Contract could be terminated for violation of the Terms and Conditions contained herein, and the Grant rescinded.
 6. Grantee agrees that if a unit price bid proposal is used to establish

contract price, a final change order shall be issued and submitted to Authority to reconcile the estimated quantities of said work bid with actual quantities placed.

7. Grantee shall submit a copy of all change orders with original signatures to Authority.
8. In the event of an emergency, the Authority in its sole and absolute discretion may, upon request from Grantee, waive the above requirements.
- P. Grantee shall inspect all work of any contractor on the Project, and/or any engineer or architect working on the Project and shall certify the satisfactory completion of said work. Authority will provide a copy of the *Certificate of Acceptance* to Grantee.
- Q. Grantee shall assure that any contractor, engineer, or architect working on the Project shall follow all requirements of the Act, as amended, and the regulations issued by HUD in 24 CFR Part 570, effective October 6, 1988, as amended.
- R. All signs both temporary and permanent erected at the Project site shall contain the following acknowledgment: "Funds provided by the Lancaster County Community Development Block Grant Program through the U. S. Department of Housing and Urban Development".
- S. Grantee agrees to recognize the support of the Project, including financial support by the Lancaster County Commissioners through the County's Community Development Block Grant Program when Grantee makes references to its support base in the media, publications, brochures, reports, and/or articles.
- T. Grantee shall construct, operate, and maintain the Project in accordance with the standards required or prescribed by applicable Federal, State, or Local Agencies for the construction, maintenance, and operation of the Project.

II. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS

Grantee shall comply with the requirements and standards of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

III. SPECIAL ASSESSMENTS

- A. Definition of special assessment. The term "special assessment" means the recovery of the capital costs of a public improvement, such as streets, water or sewer lines, curbs, and gutters, through a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from the installation of a public improvement, or a one-time charge made as a condition of gaining access to a public improvement. This term does not relate to taxes, or the establishment of the value of real estate for the purpose of levying real estate, property, or ad valorem taxes, and does not include periodic charges based on the use of a public improvement, such as water or sewer user charges, even if such charges include the recovery of all or some portion of the capital costs of the public improvement.
- B. Special assessments to recover capital costs. Where CDBG funds are used to pay all or part of the cost of a public improvement, special assessments may only be imposed as follows:
1. Special assessments to recover the CDBG funds may be made only against properties owned and occupied by persons not of low and moderate income. Such assessments constitute program income and are governed by regulations of 24 CFR Part 570 related to uses and administration of program income.
 2. Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessment on behalf of all properties owned and occupied by low and moderate income persons; except that CDBG funds need not be used to pay the special assessments on behalf of properties owned and occupied by moderate income persons if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments on behalf of all of the low and moderate income owner-occupant persons. Funds collected through such special assessments are not program income.
- C. Public improvements not initially assisted with CDBG funds. The payment of special assessments with CDBG funds constitutes CDBG assistance to the public improvement. Therefore, CDBG funds may be used to pay special assessments, exclusively, provided:
1. The installation of the public improvements is carried out in compliance with requirements applicable to activities assisted under this part including environmental, citizen participation and Davis-Bacon requirements;
 2. The installation of the public improvements meets a criterion for

national objectives in 24 CFR Part 570.208 (a) (1), (b), or (c); and

3. The requirements of 24 CFR Part 570.200 (c) (2) (ii) are met.

- D. If during Project inspections or monitoring, or any time after completion of the Project, it is determined that special assessments were improperly levied, Grantee shall issue a refund equal to the assessment levied against the identified property owner or owners from non-CDBG funds. Failure to make such refunds shall be cause to terminate this Contract and require repayment of the total CDBG grant provided herein.

IV. RELEASE OF GRANT FUNDS

- A. The Project and the use of CDBG funds appropriated to carry out the Project are fully conditioned on Authority's determinations made in compliance with the National Environmental Policy Act (NEPA), as amended, Executive Order 11988, Executive Order 11990, Section 106 of the National Historic Preservation Act, and other determinations made in compliance with 24 CFR Part 58, and Executive Order 12372 and its ability to secure a release of funds from HUD. Grantee shall not accept any bids, issue purchase orders, or execute any contract or subcontract for which reimbursement will be requested under this Contract until after receiving written notice from Authority removing this condition.
- B. The Project and the use of CDBG funds appropriated to carry out the Project are further conditioned upon the County executing a grant agreement with HUD making the CDBG funds available for the Project. Grantee may, at its own risk, proceed with engineering and design for the Project as these costs will not be reimbursed with CDBG funds as stated in paragraph I (C).
- C. In an event that the CDBG funds from the executed grant agreement with HUD are different from the anticipated grant amount, Authority reserves the right to adjust the funds awarded to Grantee and execute a Contract Amendment between Authority and Grantee.

V. INDEMNIFICATION

- A. Grantee, its heirs, successors and assigns shall protect, defend, indemnify and save harmless the County, its Commissioners, officers, employees, representatives, agents, and the Authority from and against any and all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties and losses of whatever nature including but not limited to a contractor's negligence, neglect, intentional acts, malfeasance or omission, or refusal or failure to perform such responsibilities, and for breach of any provision, including the terms and conditions of contracts, or

related to claims for contributions and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Contract. Grantee's obligation to protect, defend, indemnify and save harmless as set forth in this paragraph, shall include any and all attorney's fees, costs, and all other expenses incurred by County and Authority, in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorney's fees and costs, investigation expenses, and all other costs incurred in enforcing and/or obtaining compliance with this paragraph.

- B. Grantee shall keep in force and maintain at its own expenses public, personal and professional liability, automobile liability (if such exposure exists) against any claims for bodily injury, death and property damage and workman's compensation insurance to the extent necessary under applicable law, insuring Grantee and its agents and employees who may be acting pursuant to this Contract against any and all claims which may arise out of Grantee's, or their agents', performance under the terms, conditions and provisions of this Contract. The Grantee shall secure, at its own expense, Comprehensive General Liability and Professional Liability Insurance sufficient to provide a minimum of \$1,000,000.00 of liability coverage in which the County and Authority are named as additional insured's and to provide to Authority with notice of such insurance. All policies of insurance shall be written by companies of recognized financial standing legally qualified to issue such insurance and shall be maintained continuously in full force and effect. Grantee shall notify Authority in writing thirty (30) days prior to the cancellation of said coverage

VI. TIME OF PERFORMANCE

- A. All services enumerated under this Contract shall commence on the date first written above and shall be completed in accordance with Exhibit "A" Project Completion Schedule of this Contract.
- B. The services to be performed by Grantee and Authority pursuant to the terms of this Contract shall be fifty (50) percent completed no later than May 30, 2021. The Project must be one hundred (100) percent completed by July 31st, 2021 unless terminated earlier by Authority in its sole and absolute discretion or by HUD.
- C. In the event Grantee is unable to complete the Project described in paragraph I.A. in accordance with Exhibit A of the Contract, and prior to July 31, 2021, Authority may extend the applicable Terms and Conditions of this Contract by informing Grantee in writing of Authority's intent to extend said completion date.
- D. Grantee shall, upon request from Authority, submit a written request for a modification to Exhibit A or for an extension of the time to perform the Contract which shall include a complete explanation and justification for

the requested time extension.

VII. CONTRACT SUSPENSION AND TERMINATION

- A. Grantee may not assign any part of their interest in this Contract without the prior written consent of Authority. Any such assignment of interest without consent of Authority shall result in a forfeiture of all compensation, or any part thereof, as determined by Authority.
- B. Pursuant to 24 CFR 85.43, suspension or termination of this Contract may occur if the Grantee materially fails to comply with any term of the Contract. This Contract may also be terminated for convenience in accordance with 24 CFR 85.44.

VIII. REVERSION OF ASSETS

- A. In accordance with 24 CFR Part 570, any real property under the control of Grantee that has been acquired or improved in whole or in part with CDBG funds in excess of \$25,000.00 shall:
 - 1. Meet one of the national objectives in 24 CFR Part 570.208 until five years after expiration of this Contract, or such longer period of time as determined appropriate by Authority; or
 - 2. Be disposed of in a manner which results in Authority being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with paragraph A.1.above.
- B. Upon expiration or termination of this Contract, Grantee shall transfer to Authority any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

IX. METHOD OF PAYMENT

- A. The CDBG funds provided under this Contract will not exceed a maximum amount of **TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000)**.
- B. The CDBG funds provided under this Contract will be used solely for acquisition of real property, construction and/or material costs for the Project.
- C. Grantee shall provide matching funds equal to a minimum of five (5) percent of the total cost of construction or material.

- D. Authority will not issue payment against any invoice that has not been verified and approved by Grantee.
- E. Authority shall submit payments directly to contractors and/or vendors selected for work which is complete and done in connection with the Project.
- F. Grantee agrees that Authority shall withhold the amount of **Five Thousand and 00/100 Dollars (\$5,000.00)** until such time as Grantee executes the *Certificate of Acceptance* provided by Authority. Upon receipt of said *Certificate of Acceptance*, Authority shall issue payment in accordance with this Contract. Authority in its sole and absolute discretion may reduce the aforementioned amount if field conditions warrant it.
- G. Payments made by Authority in connection with the Project are not to exceed ninety-five (95) percent of the total construction cost (excluding engineering, design and administrative costs) or **TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000)** whichever is the lesser amount.
- H. Any costs incurred in excess of the amounts specified in paragraphs IX.A. and IX.G. above shall be the sole responsibility of Grantee.

X. TERMS AND CONDITIONS

- A. Authority and Grantee agree to abide by all federal rules and regulations concerning the CDBG Program as well as any other regulations or guidelines that HUD has or will issue.
- B. Grantee certifies that, if applicable, they have adopted and are enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is subject to such non-violent civil rights demonstrations within its jurisdiction.
- C. Grantee certifies that to the best of their knowledge and belief:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of

any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

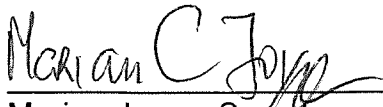
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and


3. It will require that the language of Paragraph C of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

D. Authority and Grantee agree to abide by the TERMS and CONDITIONS in Part II of this Contract which is hereby incorporated into this Contract in its entirety.

ATTEST:

Redevelopment Authority
of the County of Lancaster


Marian Joyce, Secretary


Matthew T. Sternberg, Executive Director

ATTEST:

Borough of Manheim

James Fisher, Borough Manager

PART II

TERMS AND CONDITIONS

I. GENERAL CONDITIONS

Definitions

1. "Grantee" means the entity, whether public or private, which has the responsibility for performing and/or administering a project or activity funded in whole or in part with Community Development Block Grant funds and/or Emergency Solutions Grant funds.
2. "Contract" means this Contract between the Redevelopment Authority of the County of Lancaster and Grantee to perform work as described in the Scope of Services contained herein.
3. "Contractor" means an entity other than the County, Authority or Grantee with whom Grantee enters into an agreement to complete the project or program (includes all subcontractors).
4. "County" means County of Lancaster.
5. "Authority" means Redevelopment Authority of the County of Lancaster.
6. "HUD" means the Secretary of the United States Department of Housing and Urban Development and his/her authorized representatives.

A. Evaluation and Monitoring

Excerpts or transcripts of all invoices, materials, payrolls, and records of personnel, condition of employment and other data relating to all matters covered by this Contract may be requested from Grantee. If copies or other reproductions of materials developed by Grantee in the course of furtherance of the provisions of this Contract are requested, Grantee agrees to furnish the items requested by Authority for reproduction and/or furnish reproductions of the same, at cost, to Authority.

1. On-Site Monitoring

Projects and programs funded under this Contract will be subject to on-site monitoring by duly authorized representatives of Authority. Visits by said representatives shall occur during normal operating hours. At the on-site visits the representatives will be permitted to verify that the provisions of the Contract are being fulfilled. The representatives, on occasion, may request access to records. Representatives will be permitted to verify that provisions of the Contract are being fulfilled. The representatives, on occasion, may interview recipients of services who volunteer to be interviewed.

2. Reports and Information

At any time during normal business hours and so often as Authority, HUD and/or the Comptroller General of the United States may deem necessary, Grantee's records with respect to all matters covered by this Contract shall be available for audit, examination and review.

3. Compliance with This Part

It is expressly understood and agreed that Authority will evaluate Grantee's compliance including, but not limited to the following: Fiscal, Accounting, Record Keeping, Environmental, Equal Employment Opportunity, and Federal Labor Standards. Evaluations will be performed using, but not necessarily limited to, the analysis of area data, analysis of Grantee supplied data, analysis of reports from representatives of Authority, and analysis of interviews with recipients of service.

B. Records

Records shall be maintained in accordance with the requirements prescribed by HUD and Authority with respect to all matters covered by this Contract. Except as otherwise authorized by HUD, such records shall be maintained for a period of three (3) years after receipt of the final payment under this Contract.

C. Restriction on Disbursements

No money shall be distributed from Authority to Grantee if Authority has determined that Grantee is not in compliance with applicable HUD and Authority Accounting, Fiscal, Environmental, Equal Employment Opportunity and Federal Labor Requirements.

No money shall be disbursed from Authority to Contractor unless Grantee or Authority has executed a written contract with the Contractor which incorporates all applicable General Conditions set forth in Part II, Sections A through H of these Terms and Conditions.

Grantee further agrees that prior to execution thereof, said contract is subject to review by Authority, or their designee.

D. Incorporation of Federal Provisions

Grantee shall incorporate all applicable Federal provisions as witnessed in Part II, Sections A-H of these Terms and Conditions in all contracts and subcontracts funded in whole or in part with Community Development Block Grant funds and/or Emergency Solutions Grant funds.

E. Professional Service/Non-Construction Contract Exemption

In the event this Contract is for the provision of professional services, or non-construction related activities, the following provisions are not applicable: Section II Federal General Conditions, Paragraph A. Acquisition/Relocation; Paragraph B. Architectural/Construction; Paragraph D. Environmental/Historic; and Paragraph F. Federal Labor Standards. All other provisions remain applicable as written.

F. Unexpended Funds

In the event Grantee and/or Authority anticipates the total amount of funds allocated for this Contract will not be expended in the time and manner as prescribed in this Contract, Authority reserves the right to extract that portion for other projects/programs operated by Authority.

G. Term

The services to be performed by Grantee pursuant to the terms of this Contract are to commence as specified in this Contract. Grantee shall complete the Scope of Services no later than the date specified in this Contract.

1. Unavoidable Loss or Delay

Grantee shall not be liable for loss, damage, detention or delay resulting from causes beyond its reasonable control, or from fire, strike, act of any omission of any governmental authority, riot or "Act of God". In the event of delay due to any such cause the schedule will be postponed for the delay. If such delay extends beyond a reasonable time, Authority shall have the right to terminate the Contract in accordance with Part I, Section F of these Terms and Conditions.

2. Availability of Funds

Any and all payments made to Grantee pursuant to this Contract are contingent upon the receipt by Authority of the Federal, State or private funds applicable to the project defined herein. It is specifically understood and agreed by Grantee that Authority shall not be obligated to pay any monies to Grantee hereunder and hereinafter in the event that such Federal, State, or private funds for any reason are terminated or withheld from Authority or otherwise not forthcoming, and in such event Authority may terminate this Contract. If the Contract is so terminated by Authority, Grantee shall be paid an amount which bears the same ratio to the total compensation as the services performed bear to the total services of Grantee covered by the Contract, less payments of compensation previously made. In no event, however, shall Authority be obligated to pay more than Grantee's pro-rata share of the funds Authority has received from the appropriate Federal, State or private agency for the within defined project.

3. Termination

a) Grantee Cause

If through any cause, other than ones referred to in Section G, Paragraphs 1 and 2 above, Grantee fails to fulfill in a timely and proper manner its obligations under this Contract, or if Grantee shall violate any of the covenants, agreements or stipulations of this Contract, Authority shall thereupon have the right to terminate this Contract by giving written notification to Grantee of such termination and specifying the effective date thereof. Said notice shall be given no less than fifteen (15) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, and reports prepared by Grantee under this Contract shall, at the option of Authority become its property, and Authority shall be entitled to recover any payment previously made to Grantee pursuant to this Contract to the extent Authority has suffered damages as a result of such breach.

b) Grantee Option

Authority may terminate this Contract at any time by giving intention to do so thirty (30) days prior to the proposed termination date. If the Contract is so

terminated by Authority under this Section for its convenience, then Grantee shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Grantee covered by this Contract, less payments of compensation previously made.

II. FEDERAL GENERAL CONDITIONS

A. Acquisition/Relocation

Any acquisition or relocation activities funded by a State agency shall be subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, including Title II (Relocation) and Title III (Acquisition), as amended, and the implementing regulations (24 CFR Part 42) issued pursuant thereto and to 24 CFR Part 570.604.

B. Architectural/Construction

1. Architectural

This Contract is subject to the requirements of the Architectural Barriers Act of 1968 (42 USCA 4151) and the implementing regulations (24 CFR Part 40) issued pursuant thereto and Section 504 of the Rehabilitation Act of 1973, as amended and the implementing regulations (24 CFR Part 8) issued pursuant thereto, and the Americans with Disabilities Act of 1990, as amended and the implementing regulations issued pursuant thereto.

2. Lead-Based Paint

This Contract is subject to the Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance (24 CFR Part 35, et al) for the rehabilitation of residential structures and assistance provided under this Contract. All contracts shall be made subject to the provisions for the elimination of lead-based paint hazards and Grantee shall be responsible for the inspections and certifications required.

C. Conflict of Interest

1. Agency

No person who is an employee, agent, consultant, officer, or elected or appointed official of Grantee who exercises or has exercised any functions or responsibilities with respect to the Community Development Block Grant (CDBG) and/or Emergency Solutions Grant (ESG) activities assisted under this Contract, or who is in a position to participate in a decision-making process or given inside information with regard to such activities, may obtain a personal or financial interest or benefit from the CDBG or ESG activities or the proceeds thereunder, either for himself/herself or those with whom he/she has family or business ties, during his/her tenure or for one year thereafter.

2. County Officials

No person who is an employee, agent, consultant, officer, or elected or appointed official of Authority or County who exercises or has exercised any functions or responsibilities with respect to the Community Development Block Grant (CDBG) and/or Emergency Solutions Grant (ESG) activities assisted under this Contract or who is in a position to participate in a decision-making process or given inside information with regard to such activities, may obtain personal or financial interest or benefit from the CDBG or ESG activities, or have an interest in any contract, subcontract or agreement with respect to the CDBG or ESG activities or the proceeds there under, either for himself/ herself or those with whom he/she has family or business ties, during his/her tenure or for one year thereafter.

3. Federal Officials

No member of or delegate to the Congress of the United State, agent or official of the Federal government shall be admitted to any share or part of this Contract or to any benefit to arise from the same.

4. Prohibition Against Payments of Bonus or Commission

The assistance provided under this Contract shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or any other approval or concurrence of HUD required under this Contract, Title 1 of the Housing and Community Development Act of 1974, as amended; provided, however, that reasonable fees or bona fide technical consultant, managerial or other such services other than actual solicitation are not hereby prohibited if otherwise eligible as program costs.

5. Hatch Act

None of the personnel employed in the administration of the within defined project shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15, Title 5, United States Code.

6. Lobbying Prohibited

None of the funds under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress or the Pennsylvania Legislature.

7. Political Activity Prohibited

None of Grantee's funds, materials, property or services, provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office during the term of this Contract.

8. Compliance with This Part

Grantee shall incorporate or cause to be incorporated in all contracts or subcontracts, a provision prohibiting conflicts of interest comparable to those written above.

D. Environmental/Historic

1. Fish and Wildlife Protection Act

This Contract is subject to the Fish and Wildlife Coordination Act, as amended (16 USCA 661 et seq.). Grantee shall consult with Authority and the appropriate Federal and State agencies to ascertain the means and measures necessary to mitigate, prevent and compensate for project-related losses of wildlife resources and to enhance those resources. Reports and recommendations of wildlife agencies should be incorporated into the environmental assessment or environmental impact statement.

2. Flood Disaster Protection Act

This Contract is subject to the requirements of the Flood Disaster Protection Act of 1973, as amended, P.L. 93-234. No portion of the assistance provided under this Contract is approved for acquisition or construction purposes as defined under Section 3 (a) of said Act for use in any area identified by the Director of the Federal Emergency Management Agency having special flood hazards, which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to 44 CFR Parts 59-79. The use of any assistance provided under this Contract for said acquisition or construction in any community participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirement of Section 102 (a) of said Act.

Any contract or agreement for the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Director of the Federal Emergency Management Agency as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended (42 USC 4001 et seq.) provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of land such flood insurance as required with respect to financial assistance for acquisition or construction of such land is not itself funded with assistance provided under this Contract.

3. National Environmental Policy Act

This Contract is subject to the National Environmental Policy Act of 1969, as amended, as written in P.L. 91-190 and detailed in implementing regulations issued pursuant thereto (24 CFR Part 58).

4. National Historic Preservation Act

This Contract is subject to the requirements of the National Historic Preservation Act of 1966, as amended. Grantee must notify Authority if any district, site, building, structure or object significant in American history, architecture, archaeology and culture, that is included in or eligible for inclusion in the National Register of Historic Places will be affected by the assistance granted under this Contract as required by P.L. 89-665.

5. Noise Abatement and Control Act

This Contract is subject to the requirements of the Noise Abatement and Control Standards as contained in 24 CFR Part 51.

6. Further Acts, Orders and Regulations

This Contract is further subject to the following acts, order, and regulations:

- Clean Air Act, as amended, P.L. 95-95 (42 USC 7401, et seq.)
- Endangered Species Protection Act, as amended, P.L. 93-205 (16 USC 1531, et seq.)
- Protection of Wetlands Executive Order 11990
- Preservation of Historical and Archaeological Data P.L. 93-291 (16 USC 469, et seq.)
- Protection and Enhancement of the Cultural Environment Executive Order 11593
- Safe Drinking Water Act of 1974, as amended, P.L. 93-523 (42 USC 201, 300 (f), et seq.)
- Protection of Floodplain, Executive Order 11988
- Resource Conservation and Recovery Act of 1976, P.L. 94-580 (42 USC 6901)
- Farmland Protection Policy Act of 1981 (7 USC 4201, et seq.)

7. Compliance with This Part

Grantee shall submit to Authority any and all information necessary for the completion of the Environmental Assessments and Environmental Impact Statements as mandated by the Community Development Block Grant Regulations (24 CFR 58) and Emergency Solutions Grant Regulations (24 CFR 576) including, but not limited to, site plans, project bid specifications, all applicable permits, etc.

E. Equal Employment Opportunity

1. Affirmative Action - Executive Order 11246

a) General Requirements

Grantee agrees that it will be bound by the Equal Opportunity Clause as set forth in its entirety in subparagraph (d) below, with respect to its own employment practices when it participates in federally-assisted construction work. However, if Grantee so participating is a State or local government, the above Equal Opportunity Clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on, or under this Contract.

b) Construction Contracts

Construction contracts of more than \$10,000.00 and all contracts with a Contractor who has federally-assisted construction contracts or subcontractors which in any twelve-month period total in excess of

\$10,000.00 (irrespective of the dollar value of any single contract) which are entered into pursuant to this Contract shall be subject to HUD Equal Employment Opportunity Regulations (24 CFR Part 130) applicable to HUD-assisted construction contracts.

c) Disbarred Contractors

Grantee further agrees that it will refrain from entering into a contract or contract modification subject to 24 CFR Part 24 and Executive Order 11246 of September 24, 1965, with a Contractor disbarred from or who has not demonstrated eligibility for government contracts and federally-assisted construction contracts pursuant to the Executive Order 11246, and will carry out such sanctions and penalties for violations of the Equal Opportunity Clause as may be imposed upon Contractors and subcontractors by the Department of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Grantee agrees that if it fails or refuses to comply with these undertakings, Authority may take any or all of the following actions: cancel, terminate or suspend in whole or in part the grant or loan guarantee, refrain from extending any further assistance to Grantee under the program with respect to which failure or refusal occurred until satisfactory assurance of further compliance has been received from such Grantee; and refer the case to the Department of Justice for appropriate legal proceedings.

d) Incorporation of These Provisions

Grantee shall cause or require to be inserted in full in such contracts for construction work or modification thereof, as defined in said regulations, which are paid for in whole or in part with assistance provided under this Contract, the Equal Opportunity Clause contained in Executive Order 11246, as amended by Executive Order 12086 and as supplemented in Department of Labor Regulations (41 CFR Part 60), as set forth below:

During the performance of this contract, the contractor agrees as follows:

- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, or national origin.

The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religion, sex, national origin, or age. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- ii. The contractor will, in all solicitations or advertisement for employees placed by or on behalf of the contractor; state that any qualified applicants

will receive consideration for employment without regard to race, color, religion, sex, age, or national origin.

- iii. The contractor will send to each labor union or representative or workers with whom he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the Department or Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- vii. The contractor will include the portion of the sentence immediately preceding paragraph i and the provisions of paragraph i through vii in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened, with litigation by a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. Minority Business Enterprise - Executive Order 11625

a) General Requirements

This Contract is subject to the requirements of Executive Order 11625 which provides for the utilization of minority business in all federally-assisted contracts.

b) Incorporation of These Provisions

Grantee and all Contractors' and subcontractors shall incorporate or cause to be incorporated, in all contracts and subcontracts for work in connection with federally-assisted projects, the following:

- i. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Executive Order 11625.
- ii. The parties to this contract will comply with the intent and purposes of said Executive Order 11625, and all applicable processes issued there under, and prior to this contract, shall certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- iii. The agency/contractor will send to appropriate minority organizations or representative(s) or minority(s) a notice advising the said minority organization or representative of his/her commitments under this Executive Order 11625 and shall retain copies of this notice in an appropriate file available for inspection by authorized party(s).
- iv. The agency/contractor will include this Executive Order 11625 in every contract for work in connection with the project and will at the direction of the applicant (Authority) for or recipient of Federal financial assistance, take appropriate action pursuant to the contract upon a finding that the contractor is in noncompliance. The municipality will not contract with any contractor where it has notice or knowledge that the latter will not participate and will not let any contract unless the contractor has first provided it with a preliminary statement of goals to comply with the intent and purpose of these procedures.
- v. Compliance with the provision of Executive Order 11625, the intent and purpose thereof, shall be a condition of the Federal financial assistance, provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided.

3. Nondiscrimination

a) Equal Opportunity in Housing

This Contract is subject to Executive Order 11063, entitled "Equal Opportunity in Housing." Under this order, Grantee will, insofar as functions relate to the provision, rehabilitation or operation of housing and related facilities, take all action necessary and appropriate to prevent discrimination because of race, color, religion, sex or national origin, in the sales, leasing, rental or other disposition of residential property and related facilities, or in the use or occupancy thereof, if such property and facilities are:

- i. owned or operated by the Federal government;
- ii. provided in whole or in part with the aid of loans, advances, grants, or contributions hereafter agreed to be made by the Federal Government;
- iii. provided in whole or in part by loans hereafter insured, guaranteed, or otherwise secured by the credit of the Federal government;
- iv. provided by the development or the redevelopment of real property purchases, leases, or otherwise obtained from State or Local public agency receiving Federal financial assistance for slum clearance or urban renewal with respect to such real property under a loan or grant contract hereafter entered into; and
- v. in the lending practices with respect to residential property and related facilities (including land to be developed for residential use) of lending institutions insofar as such practices related to loans hereafter insured or guaranteed by the Federal government.

b) Housing and Community Development Act

Section 109 of the Housing and Community Development Act of 1974, as amended, requires that no person in the United States shall on the grounds of race, color, age, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development funds made available to Grantee. For purposes of this section "program or activity" is defined as any Grantee or Contractor receiving Community Development funds or loans from Authority. "Funded in whole or in part with Community Development funds" is any amount, in the form of grants, proceeds from HUD, or guaranteed loans that have been transferred by the recipient (Authority) to an identifiable administrative unit and disbursed in a program activity.

c) Non-Restrictive Covenants

In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Contract, Grantee shall cause or require a

covenant running with the land to be inserted in the deed or lease prohibiting discrimination upon the basis of race, color, religion, sex, age, or national origin. Grantee, in undertaking the obligation in carrying out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

d) Title VI of the Civil Rights Act of 1964

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352, (42 USC 2000 d et seq.)

e) Title VIII of the Civil Rights Act of 1968

This CONTACT is subject to the requirements of Title VIII of the Civil Rights Act of 1968, P.L. 90-284, (42 USC 3601 et seq.) and HUD regulations with respect thereto (24 CFR Section 115).

4. Section 3 Program

a) General Requirement

This Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, P.L. 90-448, (12 USCA 1701) as amended, the HUD regulations issued pursuant thereto (24 CFR Part 135), and any applicable rules and others of HUD issued thereunder prior to HUD authorization of funding under the Community Development Block Grant program and/or the Emergency Solutions Grant program.

b) Incorporation of These Provisions

Grantee agrees to cause or require to be inserted in full in all contracts and subcontract for work financed in whole or in part with assistance provided under this Contract the provisions of the Section 3 Clause as set forth below:

- i. The work to be performed under this contact is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USCA 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project are to be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- ii. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- iii. The contractor will send to each labor organization or representative of workers with whom he/she has a collective bargaining agreement or other contract or undertaking, if any, a notice advertising the said labor organization or worker=s representative of his/her commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- iv. The contractor will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulation issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- v. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which the Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

5. Compliance with This Part

Grantee agrees that it will assist and cooperate actively with Authority, HUD, and the Department of Labor in obtaining the compliance with Contractors and subcontractors with Equal Employment Opportunity provisions as set forth in this Contract.

F. FEDERAL LABOR STANDARDS

1. Contract Work Hours and Safety Standards Act

All contracts in excess of \$2,000 for construction and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision mandating compliance with the Contract Work and Safety Standards Act, P.L. 87-581(40 USCA 327 et. seq.)

2. Copeland Anti-Kickback Act

All contracts for construction and repair shall include a provision mandating compliance with the Copeland "Anti-Kickback" Act (42 USCA 874) as supplemented by the Department of Labor regulations (29 CFR Part 3).

3. Davis-Bacon Act

Except with respect to the rehabilitation and/or new construction of residential property designed for residential use for less than eight families, Grantee and all Contractors engaged under contracts in excess of \$2,000 for the construction, execution, completion or repair of any building or work financed in whole or in part with assistance provided under this Contract, shall comply with the Davis-Bacon Act (40 USCA 276) governing the payment of minimum wages, as supplemented by the regulations of the Department of Labor (29 CFR Part 5). However, if wage rates higher than those required under such regulations are imposed by State or Local law, nothing hereunder is intended to relieve Grantee of its obligations, if any, to require payment of higher rates.

G. Financial Management

1. Administration Requirements

This Contract is subject to the requirements of 24 CFR Part 85, as applicable, regarding Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments as outlined in 24 CFR Part 570 Section 570.502 or OMB Circular A-110 regarding Uniform Administrative Requirements for Grants In Aid to Non-Profit and Educational Organizations.

2. Cost Principles

This Contract is subject to the requirements of OMB Circular A-87, "Cost Principles Applicable to Grants and Contracts with State and Local Governments" or OMB Circular A-1222, "Cost Principles for Non-Profit Organizations," as applicable.

H. Obligation of Grantee With Respect to Certain Third Party Relationships

Grantee shall remain fully obligated under the provisions of this Contract notwithstanding its designation or any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Contract to Grantee. Any Grantee, which is not the County, shall comply with all lawful requirements of the County necessary to insure that the program with respect to which assistance is being provided under this Contract to Grantee is carried out in accordance with the County's Assurances and Certifications, including those with respect to the assumption of environmental responsibilities of the County under Section 104 (f) of the Housing and Community Development Act of 1974, as amended.

I. Special Provisions Related to Activities Conducted by Religious or Faith-Based Organizations

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. However, certain restrictions and limitations apply to the use of CDBG funds in this regard by Grantee. These provisions shall be in addition to, and not in substitution for, other sections of this Contract regarding the provision of public services with CDBG funds, pursuant to Title I of the Housing and Community Development Act of 1974, as amended.

If Grantee is, or may be deemed to be, a religious or faith based organization, it may retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use CDBG funds to support any inherently religious activities, such as worship, religious instruction or proselytization.

1. Grantee may use space in its facilities without removing religious art, icons, scriptures or other religious symbols.
2. Grantee may retain its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statement and other governing documents.
3. Grantee will not discriminate against any person applying for CDBG funded public services provided by it on the basis of religion and it will not limit such services nor give preference to persons on the basis of religion.
4. Grantee may use CDBG funds for the repair or rehabilitation of structures only under the following conditions:
 - a) The cost of the repairs shall constitute, in dollar terms, only an incidental portion of the CDBG funds granted for the provision of the services and activities specified above.
 - b) Prior written approval to make the repairs is provided to Grantee by Authority.
 - c) The repairs shall be directly related to the services provided under this Contract.
 - d) Sanctuaries, chapels or other rooms that Grantee uses as its principal place of worship are not eligible for CDBG-funded repairs or rehabilitation.

Revised:

June 2020

Public Works Report

Good Evening, we hope to find you all well. Instead of reporting on the calendar month I will be giving you a report from the time of our last report until the day before our meeting. This is slightly different from Barry's way of reporting but will still be accurate to date on our schedule and upcoming projects.

We have been busy this month with trimming and weeding. Keeping up on the square and mini park. We have notice there has been a thistle problem at Memorial park playground witch we have been monitoring and weeding.

We assisted Rapho with fixing the walking path out at Mumma park. We are thankful for their cooperation and feel it is our responsibility to help maintain this walking path for both our residents.

We continue to practice cleanliness with our pavilions and restrooms. Pressure washing our pavilion and cleaning our restrooms daily.

The fence project at the pool is completed. We are still waiting on maintenance for the L pool but have been in contact with the contractor and are currently working on a schedule.

Changing out the banners. This was a challenging job. We don't have the right equipment for this task. In the future we will need to discuss possible ways to do it more safely, if this is something Public Works will be taking over.

We have plans to start line painting. However the weather has not been cooperating and as soon as this heat breaks we will be getting to it. We picked out several crosswalks from the walkability study to focus on. These we feel are a priority and will be done with thermoplastic.

We are very thankful for our new plow this year. It will a great benefit to Public Works and our residents!

Safety Talks ~ Staying hydrated and take breaks when needed in excessive heat conditions

MS4 > Completed outfall inspection for section 4

Clean out storm drains after each weather event

Any questions or concerns, as always please feel free to contact us

Lindsey Uhlrig

Manheim Fire Department March 2020 Fire Report

By Fire Chief Andrew Kirchner

March 2020 Incidents - 22

2020 Year - to - Date Incidents - 68

222 members responded and spent 145 hours in service

Members spent a total of 13 hours in service

Averaged 35 minutes in service per incident

Averaged 11 members per incident

41 members spent 72 man-hours in fire department training

0 members spent 0 hours in Fire Prevention and Public service for the Community

4 Members spent over 30 man-hours on repairs and maintenance of equipment and apparatus

Property Endangered by Fire in March 2020 - \$390,000

Property Damaged by Fire in March 2020 - \$45,000

Property Saved by Firefighters in March 2020 - \$345,000

Notable Incidents:

3/14/2020 Incident # 57 - 1051 Fairview Rd - Barn

3/17/2020 Incident # 61 - 126 Fairland Rd - Dwelling

Incidents by Municipality

Penn Township - 13 incidents
Manheim Borough - 4 incidents
Rapho Township - 4 incidents
East Petersburg - 1 Incidents

Incidents by Fire District

Manheim Fire Dept. - 20 incidents
East Petersburg Fire Dept -1 incident
Mastersonville Fire Dept. - 1 Incident

Incidents by Time of Day

12AM - 8AM - 5
8AM - 4PM - 11
4PM - 12AM - 6

Incidents by Day of the Week

Sunday - 1
Monday - 5
Tuesday - 6
Wednesday - 2
Thursday - 3
Friday - 3
Saturday - 2

Types of Incidents

5 good intent / smoke scare
4 Building / Dwelling Fires
4 Automatic Fire Alarms
3 Med Assists
2 Public services
1 Vehicle Accidents
1 Chemical Spill or leak
1 - Brush fire
1 AED

Apparatus Use

Fire Chief - 12 responses, 0 mutual aid
Duty Chief - 10 Responses
Duty Officer - 10 Responses
Engine 26-1 - 12 responses, 2 mutual aid
Rescue 26 - 5 responses, 0 mutual aid
Truck 26 - 6 responses, 2 mutual aid
Tanker 26 - 4 responses, 1 mutual aid
Squad 26-1 - 10 responses, 0 mutual aid
Fire Police - 5 responses, 1 mutual aid

Mutual Aid Received

East Petersburg Fire Dept. - 3 incidents
Penryn Fire Dept. - 3 incidents
Mastersonville Fire Dept. - 2 incidents
Lancaster County HazMat - 1 incident
Mountville fire - 1 incident
Brunnerville Fire Dept. - 1 incident
Lititz Fire Dept. - 2 incidents
Fire Dept. Mount Joy - 2 Incidents
Penn. State Police - 1 incidents
Manheim Township Fire - 1 Incidents

Northwest EMS - 3 incidents
SVEMS - 1 incident
Warwick EMS - 1 incident

Manheim Boro Police - 7 incidents
Northern Lancaster Regional Police - 9 incidents

Manheim Fire Department April 2020 Fire Report

By Fire Chief Andrew Kirchner

April 2020 Incidents - 28

2020 Year - to - Date Incidents - 96

308 members responded and spent 161 hours in service

Members spent a total of 14.5 hours in service

Averaged 32 minutes in service per incident

Averaged 11 members per incident

0 members spent 0 man-hours in fire department training

17 members spent 2 hours in Fire Prevention and Public service for the Community

4 Members spent over 30 man-hours on repairs and maintenance of equipment and apparatus

Property Endangered by Fire in April 2020 - \$0

Property Damaged by Fire in April 2020 - \$0

Property Saved by Firefighters in April 2020 - \$0

Notable Incidents:

Incidents by Municipality

Penn Township - 14 incidents
Manheim Borough - 5 incidents
Rapho Township - 5 incidents
East Hempfield - 3 Incidents
Manheim Township - 1 Incidents

Incidents by Fire District

Manheim Fire Dept. - 19 incidents
East Petersburg Fire Dept -2 incidents
Mastersonville Fire Dept. - 2 Incidents
Penryn Fire Dept. - 2 Incidents
Hempfield Fire Dept. - 2 Incidents
Manheim Township Fire Dept. - 1 incidents

Incidents by Time of Day

12AM - 8AM - 3
8AM - 4PM - 17
4PM - 12AM - 8

Incidents by Day of the Week

Sunday - 6
Monday - 8
Tuesday - 2
Wednesday - 4
Thursday - 5
Friday - 2
Saturday - 1

Types of Incidents

5 good intent / smoke scare
4 Building / Dwelling Fires
1 Automatic Fire Alarms
3 Med Assists
4 Public services
3 Vehicle Accidents
1 Outside Rubbish Fire
2 - Brush fire
3 AED
1 Water Rescue
1 Storm Damage

Apparatus Use

Fire Chief - 13 responses, 2 mutual aid
Duty Chief - 14 Responses
Duty Officer - 5 Responses
Engine 26-1 - 9 responses, 1 mutual aid
Rescue 26 - 14 responses, 4 mutual aid
Truck 26 - 5 responses, 5 mutual aid
Tanker 26 - 3 responses, 2 mutual aid
Squad 26-1 - 2 responses, 0 mutual aid
Fire Police - 17 responses, 5 mutual aid

Mutual Aid Received

East Petersburg Fire Dept. - 2 incidents
Penryn Fire Dept. - 3 incidents
Mastersonville Fire Dept. - 2 incidents
Lancaster County HazMat - 1 incident
Mountville fire - 1 incident
Brunnerville Fire Dept. - 1 incident
Lititz Fire Dept. - 3 incidents
Brickerville Fire - 1 incident
Manheim Township Fire - 1 Incidents

Northwest EMS - 10 incidents

Manheim Boro Police - 6 incidents
Northern Lancaster Regional Police - 12 incident

Manheim Fire Department May 2020 Fire Report

By Fire Chief Andrew Kirchner

May 2020 Incidents - 22

2020 Year - to - Date Incidents - 118

246 members responded and spent 98 hours in service

Members spent a total of 9 hours in service

Averaged 24 minutes in service per incident

Averaged 12 members per incident

14 members spent 28 man-hours in fire department training

0 members spent 0 hours in Fire Prevention and Public service for the Community

4 Members spent over 30 man-hours on repairs and maintenance of equipment and apparatus

Property Endangered by Fire in May 2020 - \$570,000

Property Damaged by Fire in April 2020 - \$5,000

Property Saved by Firefighters in April 2020 - \$565,000

Notable Incidents:

5/9/2020 - incident # 102 - 383 N. Penryn rd - Penn Township - Dwelling fire

5/14/2020 - Incident # 105 - 148 N. Clay St - Manheim Borough - Dwelling fire

Incidents by Municipality

Penn Township - 7 incidents
Manheim Borough - 10 incidents
Rapho Township - 5 incidents

Incidents by Fire District

Manheim Fire Dept. - 19 incidents
Mastersonville Fire Dept. - 3 Incidents

Incidents by Time of Day

12AM - 8AM - 4
8AM - 4PM - 11
4PM - 12AM - 7

Incidents by Day of the Week

Sunday - 1
Monday - 5
Tuesday - 3
Wednesday - 3
Thursday - 2
Friday - 4
Saturday - 4

Types of Incidents

4 Building / Dwelling Fires
6 Automatic Fire Alarms
3 Med Assists
1 Public services
5 Vehicle Accidents
1 CO Alarm
1 AED
1 Water Rescue

Apparatus Use

Fire Chief - 14 responses, 1 mutual aid
Duty Chief - 17 Responses 1 Mutual Aid
Duty Officer - 7 Responses
Engine 26-1 - 13 responses, 1 mutual aid
Rescue 26 - 6 responses, 2 mutual aid
Truck 26 - 4 responses, 1 mutual aid
Tanker 26 - 3 responses, 2 mutual aid
Squad 26-1 - 4 responses, 1 mutual aid
Fire Police - 10 responses, 1 mutual aid

Mutual Aid Received

East Petersburg Fire Dept. - 2 incidents
Penryn Fire Dept. - 5 incidents
Mastersonville Fire Dept. - 3 incidents
Mastersonville QRS. - 2 incidents
Fire Department Mount Joy - 2 Incidents
Lititz Fire Dept. - 2 incidents

Northwest EMS - 8 incidents
SVEMS - 2 Incidents
Manheim Township EMS - 2 incidents
Warwick EMS - 2 incidents

Manheim Boro Police - 13 incidents
Northern Lancaster Regional Police - 7 incidents

Manheim Fire Department June 2020 Fire Report

By Fire Chief Andrew Kirchner

June 2020 Incidents - 30

2020 Year - to - Date Incidents - 148

276 members responded and spent 146 hours in service

Members spent a total of 9 hours in service

Averaged 24 minutes in service per incident

Averaged 10 members per incident

68 members spent 202.5 man-hours in fire department training

0 members spent 0 hours in Fire Prevention and Public service for the Community

4 Members spent over 30 man-hours on repairs and maintenance of equipment and apparatus

Property Endangered by Fire in June 2020 - \$0

Property Damaged by Fire in June 2020 - 0

Property Saved by Firefighters in June 2020 - 0

Notable Incidents:

Incidents by Municipality

Penn Township - 14 incidents
Manheim Borough - 7 incidents
Rapho Township - 6 incidents
East Pete Boro - 1 Incidents
Upper Leacock - 1 Incidents
Warwick Township - 1 Incidents

Incidents by Time of Day

12AM - 8AM - 5
8AM - 4PM - 13
4PM - 12AM - 12

Incidents by Day of the Week

Sunday - 2
Monday - 9
Tuesday - 9
Wednesday - 4
Thursday - 1
Friday - 2
Saturday - 3

Types of Incidents

10 Vehicle Accidents
5 Building / Dwelling Fires
4 Outside Rubbish fires
2 Assist calls
2 Hazardous conditions
2 smoke detector activations
2 AED
1 Chiefs investigation
1 Accident involving Machinery
1 Good intent

Incidents by Fire District

Manheim Fire Dept. - 22 Incidents
Mastersonville Fire Dept. - 1 Incidents
Brunnerville Fire Dept. - 1 Incidents
East Pete Fire Dept. - 1 Incidents
Penryn Fire Dept. - 1 Incidents
Bird-In-Hand Fire Dept. - 1 Incidents
Manheim Twp Fire Rescue - 1 Incidents
Hempfield Fire Dept - 1 Incidents
FDMJ - 1 Incidents

Apparatus Use

Fire Chief - 10 responses, 1 mutual aid
Duty Chief - 8 responses 1 mutual aid
Duty Officer - 12 responses
Engine 26-1 - 12 responses, 3 mutual aid
Rescue 26 - 11 responses, 2 mutual aid
Truck 26 - 1 responses, 1 mutual aid
Tanker 26 - 5 responses, 4 mutual aid
Squad 26-1 - 3 responses
Fire Police - 14 responses, 3 mutual aid

Mutual Aid Received

East Petersburg Fire Dept. - 3 incidents
Penryn Fire Dept. - 1 incidents
Mastersonville Fire Dept. - 1 incidents
Lititz Fire Dept. - 1 incidents

Northwest EMS - 11 incidents
Warwick EMS - 5 incidents

Manheim Boro Police - 7 incidents
Northern Lancaster Regional Police - 14 incidents

Manheim Area Water and Sewer Authority

Authority Manager's Report

July 9, 2020

Water

DEP Compliance

Nothing to report

June Water Operations

Dedication from Sun Hill Commons developer on hold

Cedar Hollow dedication discussions were held with developer's representatives

Sweetbriar developer presented a letter of request to dedicate their water facilities staff met to review the requirements for dedication acceptance

Hydrant replaced at 520 Rambler Road

Reviewing water EDU calculations with engineer to confirm available water EDU's

Well #6 remained in service June

Replacement of a section of the effluent waste line from the Water Treatment Plant scheduled for July/August

Water Plant

Water plant operated 27 days with one DE filter in service, 3 days with two filters due to hydrant flushing

Filter B will be scheduled for inspection per DEP permit

13,162,000 gallons of raw water pumped to the water treatment plant

Completed Water Capital Projects

Well # 4 wellhead improvements as per DEP requirements

Current Water Capital Projects

PennDOT Project Routes 72 & 772

4 New turbidimeters scheduled for July 8

Sun Hill Pressure Zone Booster Station - Chapter 109 Compliance - CFA Grant application pending

Charlotte Pressure Zone Booster Station - Chapter 109 Compliance - CFA Grant application pending

Future Water Capital Projects

Water Treatment Plant Conditions Assessment ongoing approximately 75% complete

6" line connection to loop South Charlotte Street to the Cherry Street- on hold

July 9, 2019

Wastewater

DEP Compliance

Nothing to report

June Wastewater Plant Operations

Phosphorous (P) 0.060 mg/l; Total Nitrogen (TN) <1.25 mg/l avg.

2019-2020 DEP New Water Compliance Year TP = 0.27 mg/l, TN = <1.15 mg/l avg.

Hauled Waste Program: 339 loads; 1,157,176 gallons were received for processing

Completed Wastewater Capital Projects

Oxidation ditch gear boxes #1 & #5

Current Wastewater Capital Projects

PennDOT Project Routes 72 & 772- frame issues under dispute with contractor

ATS/Genset switch gear, docking station, and transformer – completed pending final punch list items

Clarifier #3 interior painting project – scheduled starting date is July 13

Future Wastewater Capital Projects

North Linden Street sewer line replacement

Main electric service pole and lightning arrestors; PPL has confirmed the pole belongs to the Authority

New feed conveyor from belt filter press on hold until 2022/2023

CCTV Inspections, Sewer Back-ups or Collection Repairs

Continuing the evaluation of the collection system for derogated areas for future rehabilitation to reduce inflow, infiltration and future line collapses

Administration:

Property Committee Meeting scheduled for 3:00pm on July 22

Respectfully Submitted,
Terry L. Shaffer
Authority Manager

cc; Manheim Borough Council
cc; Rapho Township
cc; Penn Township

Zone Breakdown**Date: Tuesday, July 7, 2020****Time: 10:08:43 AM****Incident Date between** 2020-06-01 **and** 2020-07-01**Northwest EMS Zone Breakdown Report June 2020****Zone Breakdown**

Zone	Calls
<i>Dauphin- Conewago Township (22910)</i>	<i>7</i>
<i>Dauphin- Derry Township (22912)</i>	<i>11</i>
<i>Dauphin- Londonderry Township (22920)</i>	<i>8</i>
<i>Lancaster - Denver Borough (18888)</i>	<i>1</i>
<i>Lancaster - West Cocalico Township (82728)</i>	<i>2</i>
<i>Lancaster- Clay Township (36917)</i>	<i>22</i>
<i>Lancaster- Columbia Borough (36002)</i>	<i>13</i>
<i>Lancaster- Conoy Township (36920)</i>	<i>20</i>
<i>Lancaster- East Donegal Township (36925)</i>	<i>59</i>
<i>Lancaster- East Hempfield Township (36928)</i>	<i>7</i>
<i>Lancaster- East Petersburg Borough (36930)</i>	<i>2</i>
<i>Lancaster- Elizabeth Township (36932)</i>	<i>11</i>
<i>Lancaster- Elizabethtown Borough (36803)</i>	<i>68</i>
<i>Lancaster- Ephrata Borough (36804)</i>	<i>3</i>
<i>Lancaster- Lancaster City (36001)</i>	<i>6</i>
<i>Lancaster- Lititz Borough (36806)</i>	<i>2</i>
<i>Lancaster- Manheim Borough (36807)</i>	<i>41</i>
<i>Lancaster- Manheim Township (36937)</i>	<i>1</i>
<i>Lancaster- Marietta Borough (36939)</i>	<i>19</i>
<i>Lancaster- Mount Joy Borough (36809)</i>	<i>23</i>
<i>Lancaster- Mount Joy Township (36942)</i>	<i>63</i>
<i>Lancaster- Mountville Borough (52016)</i>	<i>1</i>
<i>Lancaster- Penn Township (36944)</i>	<i>47</i>
<i>Lancaster- Rapho Township (36948)</i>	<i>40</i>
<i>Lancaster- Warwick Township (36955)</i>	<i>10</i>
<i>Lancaster- West Donegal Township (36958)</i>	<i>86</i>
<i>Lancaster- West Hempfield Township (36960)</i>	<i>1</i>
<i>Lebanon - Heidelberg Township</i>	<i>7</i>
<i>Lebanon- South Londonderry Township (38922)</i>	<i>1</i>
<i>Lebanon- West Cornwall Township (38925)</i>	<i>1</i>
<i>York- Hellam Township (67929)</i>	<i>1</i>
<i>York- Wrightsville Borough (67968)</i>	<i>4</i>

	Total 588
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Zone Breakdown**Date: Tuesday, July 7, 2020****Time: 10:16:58 AM****Incident Date between** 2020-01-01 **and** 2020-07-01**Northwest EMS Zone Breakdown Report January - June YTD****Zone Breakdown**

Zone	Calls
	10
Cumberland - Mechanicsburg Borough (21804)	1
Dauphin- Conewago Township (22910)	38
Dauphin- Derry Township (22912)	70
Dauphin- Londonderry Township (22920)	52
Dauphin- Lower Swatara Township (22922)	1
Dauphin- Middletown Borough (22002)	2
Lancaster - Denver Borough (18888)	1
Lancaster - Ephrata Township (23840)	1
Lancaster - West Cocalico Township (82728)	4
Lancaster- Clay Township (36917)	108
Lancaster- Columbia Borough (36002)	93
Lancaster- Conoy Township (36920)	106
Lancaster- East Donegal Township (36925)	339
Lancaster- East Hempfield Township (36928)	51
Lancaster- East Petersburg Borough (36930)	4
Lancaster- Elizabeth Township (36932)	81
Lancaster- Elizabethtown Borough (36803)	487
Lancaster- Ephrata Borough (36804)	5
Lancaster- Lancaster City (36001)	63
Lancaster- Lititz Borough (36806)	13
Lancaster- Manheim Borough (36807)	192
Lancaster- Manheim Township (36937)	6
Lancaster- Manor Township (36938)	1
Lancaster- Marietta Borough (36939)	89
Lancaster- Mount Joy Borough (36809)	96
Lancaster- Mount Joy Township (36942)	307
Lancaster- Mountville Borough (52016)	6
Lancaster- Penn Township (36944)	304
Lancaster- Rapho Township (36948)	212
Lancaster- Warwick Township (36955)	21

Lancaster- West Donegal Township (36958)	624
Lancaster- West Hempfield Township (36960)	14
Lebanon - Cornwall Borough (38908)	1
Lebanon - Heidelberg Township	12
Lebanon - Richland Borough (64560)	1
Lebanon- Lebanon City (38001)	2
Lebanon- Mount Gretna Borough (38914)	1
Lebanon- South Londonderry Township (38922)	6
Lebanon- West Cornwall Township (38925)	2
York - Lower Windsor Township (45152)	4
York- Hellam Township (67929)	5
York- Wrightsville Borough (67968)	13
York- York City (67001)	1
	Total 3450



pennsylvania
DEPARTMENT OF TRANSPORTATION

RECEIVED

JUL 13 2020

July 07, 2020

Manheim Borough

James R. Fisher, P. E., CBO
Manheim Borough Manager
Manheim Borough
15 East High Street
Manheim, PA 17545

Lancaster County – Manheim Borough
West High Street (SR 0772) and Wet Colebrook Street (SR 4026)
Speed Studies

Dear James R. Fisher:

This is in response to your letter dated June 23, 2020, requesting a traffic study for West High Street (SR 0772) and West Colebrook Street (SR 4026) in Manheim Borough, Lancaster County.

Engineering and traffic studies will be performed to determine what, if any, changes in the existing conditions should be made to the subject area(s). PennDOT will forward the results as soon as the studies are complete. Please allow up to 30 days for completion of the studies.

We appreciate your concerns for safety on our state roads. Should you require any additional information please contact R. Mark Barwin, of the District Traffic Unit, at 717-787-2605.

Sincerely,

Jason C.

Bewley, P.E.

Digitally signed by
Jason C. Bewley, P.E.
Date: 2020.07.07
14:15:43 -04'00'

Jason C. Bewley, P.E.
District Traffic Engineer

RMB/zza
(1281a)