



Susquehanna

TOWNSHIP

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Susquehanna Township Board of Commissioners

Regular Meeting Agenda

June 9, 2022

Holtzman Elementary School Gymnasium

6:30 p.m.

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE
- D. PETITIONS, COMPLAINTS, SUGGESTIONS FROM CITIZENS
- E. APPROVAL OF MINUTES
 - 1. May 25, 2022 – Board of Commissioners Workshop
- F. RECOGNITIONS AND PRESENTATIONS – None.
- G. REPORTS OF COMMITTEES
 - 1. Building & Grounds (Rothrock/Pyne)
 - 2. Budget, Finance, Insurance & Pension (Fleming/Pyne/Rebarchak)
 - 3. Public Works (Napper/Hisiro)
 - 4. Health & Sanitation (Rebarchak/ Hisiro)
 - 5. Administration & Personnel (Napper/Fleming/Engle)
 - 6. Police (Engle/Faylona)
 - 7. Fire, EMS, EMA (Hisiro/Fleming)
 - 8. Recreation (Faylona/Hisiro)
 - 9. Planning & Zoning (Rothrock/Pyne/Rebarchak)
- H. BIDS AND AGREEMENTS
- I. ACTION ON ORDINANCES, RESOLUTIONS, SUBDIVISION AND LAND DEVELOPMENT PLANS
 - 1. ORDINANCE 22-2 A PUBLIC HEARING AND ADOPTION OF AN ORDINANCE OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA ACCEPTING PUBLIC RIGHT OF WAY ON PAXTON CHURCH ROAD AND SHUTT MILL ROAD AS DESCRIBED IN EXHIBIT “A”.

David Pribulka, Township Manager

Narrative

HRG, Inc. is preparing to put a project out to bid to rehabilitate and reconstruct Paxton Church Road in the vicinity of the intersection with Shutt Mill Road. In order to complete the project, additional public right-of-way is required. Two subdivision plans, those of Lester Hoffer approved on July 13, 1972, and Beverly A. and Kenneth L. Hawk approved on September 10, 1992, include the required additional dedicated right-of-way, which has not yet been accepted by the Township. Provided with the agenda is an ordinance accepting the additional right-of-way as depicted on each recorded subdivision plan. The right-of-way is located on Paxton Church Road and Shutt Mill Road.

Staff recommendation: That the Board of Commissioners adopt the ordinance accepting a deed of dedication of public right-of-way for the Paxton Church Road Rehabilitation Project.

- 2. ORDINANCE 22-3 A PUBLIC HEARING ON AN ORDINANCE OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA AMENDING CHAPTER 5, CODE ENFORCEMENT; PART 3, INTERNATIONAL PROPERTY MAINTENANCE CODE; SECTION 5-301, ADOPTION OF INTERNATIONAL PROPERTY MAINTENANCE CODE; AND SECTION 5-303, ADOPTION OF FUTURE EDITIONS.**

Betsy Logan, Assistant Township Manager

Narrative

Provided with the agenda is a copy of the ordinance advertised for public hearing amending sections of Chapter 5, Code Enforcement; Part 3, International Property Maintenance Code. The ordinance formally adopts the 2021 International Property Maintenance Code (IPMC) and replaces the provision automatically adopting the latest edition with authorization for the Board of Commissioners to adopt subsequent editions via resolution. This amendment has been recommended by the Township Solicitor. Also provided with the agenda is a copy of the 2021 International Property Maintenance Code, and amendments from the 2018 edition are shown by vertical lines in the marginalia.

This evening, it is recommended that the Board of Commissioners conduct the public hearing, submit any local amendments that may be desirable for consideration, and schedule adoption of the ordinance for the Workshop of June 23rd. While considering the amendment, the Board may also wish to discuss implementation of a rental housing program, and the adoption of the 2018 Uniform Construction Code. While these are “stand-alone” issues that can be considered outside the IPMC, they each pertain to code enforcement and quality-of-life issues that have emerged in the Township.

Staff recommendation: That the Board of Commissioners conduct the public hearing on an ordinance amending Chapter 5, Code Enforcement; Part 3, International Property Maintenance Code adopting the 2021 International Property Maintenance Code and enabling the Board of Commissioners to adopt future editions by resolution.

3. RESOLUTION 22-R-14 A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA ADOPTING THE SHADE TREE REMOVAL ASSISTANCE POLICY AS DESCRIBED IN EXHIBIT “A” AND MADE PART OF THE RESOLUTION.

David Pribulka, Township Manager

Narrative

During the May 25th Workshop, the Board of Commissioners reviewed the draft language for the Shade Tree Removal Assistance Program, which would provide financial assistance to certain eligible property owners who have been obligated by ordinance to remove dead or hazardous trees located in the public right-of-way. Recommended changes from that discussion have been incorporated into the document and appended to the resolution presented for adoption and provided with the agenda this evening. These include removal of the language enabling the Public Works Director to have Township staff remove the trees; and modifications of the income eligibility provisions. The Shade Tree Commission has reviewed and is recommending approval of the resolution.

Staff recommendation: That the Board of Commissioners adopt the resolution adopting the Shade Tree Removal Assistance Policy.

4. RESOLUTION 22-R-15 A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA AUTHORIZING THE PRESIDENT AND SECRETARY TO EXECUTE THE DAUPHIN COUNTY LOCAL SHARE GRANT AGREEMENT NO. 2022-32.

David Pribulka, Township Manager

Narrative

Provided with the agenda is a copy of a resolution authorizing the President and Secretary to execute a grant agreement with Dauphin County for the Local Share Municipal Grant Program. The grant was awarded in 2021, and the proceeds have been used to fund playground rehabilitation projects as Edgemont and Stabler Parks, as well as the acquisition of new radios for the Department of Public Safety.

Staff recommendation: That the Board of Commissioners adopt the resolution authorizing the President and Secretary to execute the Dauphin County Local Share Grant Agreement.

5. RESOLUTION 22-R-16 A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA AMENDING THE 457 DEFERRED COMPENSATION PLAN DOCUMENT.

David Pribulka, Township Manager

Narrative

Provided with the agenda is a copy of a resolution amending the Susquehanna Township 457 Deferred Compensation Plan to remove David Kratzer and add David Pribulka to list

of the Plan's trustees. Participation in the 457 Plan is optional for all Township employees and is entirely employee funded.

Staff recommendation: That the Board of Commissioners adopt the resolution amending the 457 Deferred Compensation Plan Document by replacing David Kratzer with David Pribulka as Trustee of the Plan.

6. STRAY WINDS FARMS PHASE 8 - A FINAL SUBDIVISION PLAN FOR THE PURPOSE OF BUILDING 40 SINGLE-FAMILY HOMES AS PART OF A PREVIOUSLY APPROVED PRELIMINARY PLAN. THE PROJECT IS A NEIGHBORHOOD DESIGN DEVELOPMENT LOCATED IN THE R-2, MEDIUM-DENSITY RESIDENTIAL DISTRICT. (WARD 9) CURRENT DEADLINE: AUGUST 21, 2022

Betsy Logan, Assistant Township Manager

Narrative

Triple Crown Corporation is proposing a final subdivision plan to create 40 residential lots under the Neighborhood Design Development use. The Preliminary Plan for Phases 7 and 8 and the Final Plan for Phase 7 were approved in 2020. Phases 1-6 are located in Lower Paxton Township. The project is located east of Crums Mill Road and north of Paxton Church Road. Phase 8 will complete the Stray Winds Farm Development. Cul-de-sacs for Citation Drive and Antonella Drive will be completed as part of this phase. Public water and sewer will be provided. Stormwater will be managed with a basin and individual on-lot BMPs located on lots 226, 249, 250, 252, and 254.

The Planning Commission reviewed the plan at their meeting on May 23, 2022, and recommends approval of the plan with the following conditions:

1. All outstanding comments provided by Township Staff, the Township Engineer, and the Dauphin County Planning Commission are addressed.
2. All recreation fees are to be paid prior to the release of plans for recording.
3. All agreements must be provided for review and approval by the Board of Commissioners prior to the release of plans and documents for recording.
4. Changes to any design details or model residential design from the Preliminary Plan of Stray Winds Farm, Phases 7 & 8, must be reviewed by the Design Review Committee prior to issuance of building permits.

Staff recommendation: That the Board of Commissioners approve the final subdivision plan for Stray Winds Farm Phase 8 subject to the outstanding conditions summarized in the attached plan summary.

J. REPORTS

1. Township Manager
2. Public Safety/Police
3. Community and Economic Development
4. Public Works

- | | |
|----------------------------------|--|
| 5. Engineering | 10. Communications
(Pyne/Rebarchak/Faylona) |
| 6. Solicitor | 11. Human Relations
(Hisiro/Faylona) |
| 7. School Board (Pyne/Fleming) | 12. Parks & Recreation |
| 8. Authority – (Napper/Pribulka) | |
| 9. Shade Tree (Pyne/Rebarchak) | |

K. OLD BUSINESS

7. MONTROSE STREET TRUCK RESTRICTION STUDY

David Pribulka, Township Manager

Narrative

Provided with the agenda is a copy of a memorandum submitted by Eric Strump, P.E. of HRG, Inc. summarizing the results and recommendations of the Montrose Street Truck Restriction Study. In accordance with the Pennsylvania Motor Vehicle Code, certain conditions must be present in order to establish vehicular size and class restrictions on local streets. HRG has concluded its engineering study on Montrose Street between Front Street and 6th Street, and is recommending further restrictions be placed on truck traffic in the corridor. Staff is recommending that the Board review the results of the study and authorize a public hearing on an ordinance to implement the additional restrictions for Thursday, June 23rd.

Staff recommendation: That the Board of Commissioners authorize advertisement of a public hearing on an ordinance implementing the recommended truck restrictions outlined in the memorandum from Eric Strump, P.E. of HRG, Inc. dated June 3, 2022.

L. NEW BUSINESS

1. CONSENT AGENDA

- a. Statement of Bills Paid
- b. Building Renovation Project – Pay Application #5 (\$84,105.31)
- c. Permanent Appointment of Patrol Officer Jenna Bretz to the Susquehanna Township Police Department
- d. Appointment of Amber Greene as Finance Assistant/HR Clerk
- e. Appointment of Howard Hirsch to the Recreation Advisory Committee – Term expiring December 31, 2023
- f. Financial Security Reduction #1, Linglestown Road Site Office Building - (\$162,195)

2. LETTER OF SUPPORT - CAPITAL AREA GREENBELT PAXTANG PARKWAY STREAM RESTORATION PROJECT PHASE 3

Doug Knauss, Director of Parks & Recreation

Narrative

The Capital Area Greenbelt Association (CAGA) is in the process of developing a scope of work for a stream restoration project in the Paxtang Parkway. The project limits are primarily located in Susquehanna Township with a small segment in Paxtang Borough. Provided with the agenda is a request for support from Michael Shaull, President of the

CAGA. It should be noted that the letter is slightly outdated as the limits of the project have changed. CAGA is pursuing grant funding from the Pennsylvania Department of Environmental Protection, and is seeking local match assistance of \$30,000 to augment any grant funding. This project is being considered for inclusion in the Joint Pollutant Reduction Plan (PRP), and the PRP Cooperative is currently considering a local match to capitalize on potential sediment reduction credits for the MS4 partners. At this time, staff is recommending that the Board of Commissioners authorize a letter of support to CAGA for the grant, but to reserve committing any local match until the involvement of the PRP Cooperative is determined.

Staff recommendation: That the Board of Commissioners authorize a letter of support for the Capital Area Greenbelt Paxtang Parkway Stream Restoration Project Phase 3.

3. APPROVAL OF PARK SIGNAGE DESIGN RENDERING

Doug Knauss, Director of Parks & Recreation

Narrative

The Recreation Advisory Committee (RAC) has reviewed several options for standardized park signage. The concepts that were developed are provided with the agenda, and the RAC is recommending Option A. Should the Board concur, the proposal would be to install the signage at Christian McNaughton Memorial Park and Boyd Park using contributions from private donors. Future installations at other Township parks could be programmed as need and available budget permit. Additionally, staff is currently working with RPM Signs and Lighting to develop a monument sign for the Township building, which will match the design pattern of the park signs. Staff is in agreement with the RAC recommendation of Option A of the attachment.

Staff recommendation: That the Board of Commissioners approve the design rendering labelled "Option A" for signage at Susquehanna Township Parks.

4. AUTHORIZATION TO SUBMIT A GRANT APPLICATION FOR THE DAUPHIN COUNTY BRIDGE BUNDLING PROGRAM, MUNICIPAL ROUND 2 FOR THE KOHN ROAD BRIDGE REHABILITATION PROJECT

David Pribulka, Township Manager

Narrative

Dauphin County has announced a second round of grant funding assistance for its Bridge Bundling Program. In 2021, HRG, Inc. completed the Routine Bridge Inspection Report for Dauphin County municipalities and identified one bridge in Susquehanna Township that has been rated in poor condition due to "critical scouring" along both of the abutments. That is the bridge located at Kohn Road over Paxton Creek. Provided with the agenda is a copy of the grant announcement from Dauphin County, which would leverage local and federal funding to offset the estimated \$1,230,000 superstructure replacement cost. The local share from the Township is \$303,000 and would need to be budgeted in either the 2024 or 2025 budget cycles, depending on the grant cycle. Also provided with the agenda are excerpts from the bridge inspection report.

This item is presented for discussion only this evening, and if interested in proceeding, the Board could authorize staff to prepare a resolution for June 23rd authorizing the execution of the attached draft cost sharing agreement. It should be noted that, while in poor condition, the bridge does not currently present a public safety hazard, and the report currently recommends further monitoring for additional scouring and degradation, as opposed to immediate replacement.

Staff Recommendation: That the Board of Commissioners consider the submission of an application to the Dauphin County Bridge Bundling Program, Municipal Round 2 for the Kohn Road Bridge Rehabilitation Project.

M. COMMISSIONER COMMENTS

N. ADJOURNMENT

NOTE: TO ACCOMMODATE ALL CITIZENS, INDIVIDUAL SPEAKERS WILL BE PERMITTED THREE MINUTES TO ADDRESS THE BOARD.

NOTE: PLEASE PLACE ALL CELL PHONES, PAGERS, AND OTHER ELECTRONIC DEVICES ON SILENT MODE.

NOTE: THE TOWNSHIP MEETINGS ARE RECORDED.

MINUTES

SUSQUEHANNA TOWNSHIP
BOARD OF COMMISSIONERS

WORKSHOP MEETING
MAY 25, 2022

WORKSHOP MEETING:

President Lynch called to order the Workshop Meeting of the Susquehanna Township Board of Commissioners on Thursday, April 28, 2022, at 6:55 PM.

President Lynch stated that all members of the Board of Commissioners were present except for Commissioner Hisiro and Commissioner Faylona, who were excused.

ROLL CALL: COMMISSIONERS

Jody Rebarchak – Present

Gary Rothrock – Present

Carl Hisiro – Excused

Frank Lynch – Present

Tom Pyne - Present

Fred Faylona – Excused

Fred Engle – Present

Justin Fleming – Present

Steven Napper – Present

TOWNSHIP PERSONNEL:

David Pribulka – Secretary-Manager

Betsy Logan, Assistant Township Manager

Michael Miller, Esq. – Township Solicitor

Alex Greenly – Township Engineer

Robert Martin – Director of Public Safety

Doug Knauss – Director of Parks and Recreation

George Drees – Fire Marshall

Jill Lovett – Director of Finance

Kathy Fry – Administrative Assistant

OTHERS IN ATTENDANCE: Timothy J. Horstmann, Chris Gibbons, and Ryan Gonder

EXECUTIVE SESSION: President Lynch announced that an Executive Session was held to discuss matters of personnel & real estate.

PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE:

President Lynch asked that everyone say a prayer for the children and teachers who lost their lives at Robb Elementary School in Uvalde, Texas. He then asked Commissioner Pyne to lead the Pledge of Allegiance followed by a Moment of Silence.

PETITIONS, COMPLAINTS, SUGGESTIONS FROM CITIZENS – None

APPROVAL OF MINUTES:

Vice President Napper moved to approve the May 12, 2022, Regular Meeting Minutes as presented; seconded by Commissioner Fleming and unanimously approved.

RECOGNITIONS AND PRESENTATIONS

1. A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA HONORING THE FIFTY YEARS OF SERVICE OF FIREFIGHTER MICHAEL RODKEY TO PROGRESS FIRE COMPANY AND SUSQUEHANNA TOWNSHIP

George Drees, Chief, Progress Fire Company, and Fire Marshall commended Michael Rodkey on his 50 years of service and his family's commitment to public service.

Commissioner Fleming read the Resolution in its entirety to those in attendance.

Commissioner Fleming moved that the Board of Commissioners adopt the resolution honoring the fifty years of service of Firefighter Michael Rodkey to Progress Fire Company and Susquehanna Township; seconded by Commissioner Engle and unanimously approved.

TRAFFIC STUDY REQUESTS

Robert Martin, Director of Public Safety had no traffic studies to report at this meeting.

Commissioner Rebarchak asked for an update on the concern with tractor trailers on Montrose Street. Chief Martin informed her that HRG is finishing up the study on the weight restrictions.

CONSENT AGENDA:

1. Acceptance of the Resignation of Pasquale Schiano

Commissioner Pyne moved to accept the resignation of Pasquale Schiano; seconded by Commissioner Fleming and unanimously approved.

President Lynch thanked Mr. Schiano for his dedication to the township and for his efforts in coaching local youth in the area.

Commissioner Fleming stated that he was excellent in his role with the township and thanked him for his dedication.

The motion was unanimously approved.

ACTION ON ORDINANCES, RESOLUTIONS, CONTRACTS, SUBDIVISION AND LAND DEVELOPMENT PLANS

1. AN ORDINANCE OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA

TO AUTHORIZE AND DIRECT THE INCURRING OF NON-ELECTORAL DEBT THROUGH THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE TOWNSHIP OF SUSQUEHANNA, DAUPHIN COUNTY, PENNSYLVANIA (THE "TOWNSHIP") IN THE PRINCIPAL AMOUNT OF \$10,000,000 FOR THE PURPOSE OF PROVIDING FUNDS TO (1) FINANCE CAPITAL PROJECTS FOR THE SEWER SYSTEM OF THE TOWNSHIP OWNED AND OPERATED BY THE SUSQUEHANNA TOWNSHIP AUTHORITY, A MUNICIPAL AUTHORITY CREATED BY THE TOWNSHIP("THE AUTHORITY"); (2) CAPITALIZE INTEREST ON THE NOTE; AND (3) PAY THE COST OF ISSUING THE NOTE OR ANY OR ALL OF THE SAME; STATING THAT REALISTIC COST ESTIMATES HAVE BEEN MADE FOR THE CAPITAL PROJECT, AND STATING THE ESTIMATED PROJECT COMPLETION DATE; STATING THE REALISTIC ESTIMATED USEFUL LIFE OF THE PROJECT FOR WHICH SAID NOTE IS ISSUED; DIRECTING THE PROPER OFFICERS OF THE TOWNSHIP TO PREPARE, CERTIFY AND FILE THE REQUIRED DEBT STATEMENT AND BORROWING BASE CERTIFICATE; COVENANTING THAT THE TOWNSHIP SHALL INCLUDE THE AMOUNT OF ANNUAL DEBT SERVICE IN ITS BUDGET FOR EACH FISCAL YEAR; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE TOWNSHIP FOR THE PROMPT AND FULL PAYMENT OF THE NOTE; SETTING FORTH THE SUBSTANTIAL FORM OF THE NOTE; AUTHORIZING THE PROPER OFFICERS OF THE TOWNSHIP TO CONTRACT WITH A BANK OR BANK AND TRUST COMPANY FOR ITS SERVICES AS SINKING FUND DEPOSITORY, PAYING AGENT AND REGISTRAR AND STATING A COVENANT AS TO PAYMENT OF PRINCIPAL AND INTEREST WITHOUT DEDUCTION FOR CERTAIN TAXES; PROVIDING FOR THE EXECUTION, DELIVERY AND AUTHENTICATION OF THE NOTE AND THE DISPOSITION OF THE PROCEEDS THEROF; AWARDED SUCH NOTE AT A PRIVATE SALE UPON INVITATION AND STATING THAT SUCH SALE IS IN THE BEST FINANCIAL INTEREST OF THE TOWNSHIP; CREATING A SINKING FUND AND APPROPRIATING ANNUAL AMOUNTS FOR THE PAYMENT OF DEBT SERVICE ON THE NOTE; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE TOWNSHIP TO CERTIFY AND TO FILE WITH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT CERTIFIED COPIES OF THE NECESSARY PROCEEDINGS; UNDERTAKING CERTAIN TAX COVENANTS WITH REGARD TO THE NOTE; AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF A SUBSIDY AGREEMENT BY AND BETWEEN THE TOWNSHIP AND THE SUSQUEHANNA TOWNSHIP AUTHORITY; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE TOWNSHIP TO DO ALL THINGS NECESSARY TO CARRY OUT THE ORDINANCE; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE TOWNSHIP TO PAY ISSUANCE COSTS; AUTHORIZING INCIDENTAL ACTIONS; RESCINDING INCONSISTENT ORDINANCES; AND STATNG THE EFFECTIVE DATE.

Chris Gibbons, Concord Public Financial Advisors provided the Board of Commissioners with a summary of the number of banks contacted, proposals received from those banks and a new debt service schedule.

Commissioner Pyne moved that the Board of Commissioners adopt the ordinance authorizing and directing the incurring non-electoral debt through the issuance of a General Obligation Note in the principal amount of \$10 million; seconded by Commissioner Fleming and unanimously approved.

President Lynch stated that this will go before the Authority at their next meeting on June 7th.

2. A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA AUTHORIZING THE INSTALLATION ON AN ADA ACCESSIBLE PARKING SPACE AT 230 SHELL STREET, HARRISBURG, PA 17109

Commissioner Pyne moved that the Board of Commissioners adopt the resolution authorizing the installation of an ADA accessible parking space at 230 Shell Street and seconded by Commissioner Rothrock.

Commissioner Fleming confirmed with Chief Martin that this parking space was requested to ensure that an open space would always be available.

The motion passed with a unanimous vote.

3. A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA ESTABLISHING RULES AND REGULATIONS FOR FACILITY RESERVATIONS IN SUSQUEHANNA TOWNSHIP PARKS.

Doug Knauss, Director, Parks and Recreation informed the Board of Commissioners that an update is needed to the existing rules for people who choose to rent pavilions and facilities. He noted that there has been a change in procedures and reservations can now be made by telephone. This will also help to clarify payment options and provide updated information on what is and is not permitted in parks.

Commissioner Engle moved that the Board of Commissioners adopt the resolution establishing rules and regulations for Susquehanna Township parks; seconded by Vice President Napper and unanimously approved.

4. APPROVAL OF PLAYGROUND DESIGNS FOR STABLER AND EDMONT PARKS

Doug Knauss, Director, Parks, and Recreation reported that he met with Commissioner Hisiro earlier in the day. Commissioner Hisiro could not attend this meeting but has reviewed the plans and was pleased with them. He is also happy that we are using a Pennsylvania based company for the playground equipment. The total cost of the equipment through Playworld is \$160,000. A Local Share Grant through the Department of Community and Economic Development for \$120,000 was received last year. The Recreation Advisory Committee has reviewed and agreed to the designs.

Commissioner Rebarchak moved that the Board of Commissioners award the contract to Playworld Systems, Inc in an amount of \$160,284 for the construction of play equipment at Stabler and Edgemont Parks; seconded by Commissioner Pyne.

Mr. Knauss stated that this equipment will make both parks accessible to children beginning at the age of two. Commissioner Fleming suggested that both parks have swings that are ADA accessible. He informed the Board of Commissioner that a proposal has been requested from HRG to make Edgemont Park ADA accessible.

The motion passed with a unanimous vote.

5. DISCUSSION OF A DRAFT SHADE TREE ASSISTANCE PROGRAM POLICY FOR SUSQUEHANNA TOWNSHIP

David Pribulka, Township Manager reported that at the last meeting it was mentioned \$50,000 was appropriated in this year's budget to assist qualified homeowners with the removal of trees. He has since reviewed this policy and suggested edits that were presented to the Shade Tree Commission at their meeting on May 19th. Commissioner Pyne appreciated the edits that were made to this document. He then stated that \$5,000 has been allocated for the purchase of trees. He suggested that the amount allocated for the purchase of trees could be raised to \$10,000. Commissioner Rebarchak suggested that Township employees be used for the first year to remove trees to help lower the costs. Michael Miller, Solicitor voiced his concern with using Township employees and the liability of cutting down trees near homes and cars. He also stated that large trees should be removed by professionals.

The Board of Commissioners also discussed the income guidelines that were outlined in this policy as well as possible options for grants to plant trees.

APPOINTMENTS:

- 1. Appointment of Tracey Kruger to the Susquehanna Township Police Department**
Commissioner Engle moved that the Board of Commissioners approve the conditional offer of employment to Tracey Kruger to the Susquehanna Township Police Department; seconded by Commissioner Pyne and unanimously approved.

- 2. Appointment of Shana Paige as Customer Service Specialist**
Commissioner Pyne moved that the Board of Commissioners approve the conditional offer of employment to Shana Paige as Customer Service Specialist in the Finance Department; seconded by Vice President Napper and unanimously approved.

- 3. Appointment of John Haste to the Susquehanna Township Authority**
Commissioner Pyne moved that the Board of Commissioners appoint John Haste to the Susquehanna Township Authority; seconded by Commissioner Engle and unanimously approved.

- 4. Appointment of Cody Zarefoss & Ryan Malone to the Susquehanna Highway Division**
Commissioner Engle moved that the Board of Commissioners approve a conditional offer of employment to Cody Zarefoss to the Susquehanna Township Highway Department; seconded by Commissioner Rebarchak.

Commissioner Engle amended his motion to also include a conditional offer of employment to Ryan Malone to the Susquehanna Township Highway Department. This amendment was seconded by Commissioner Rebarchak and unanimously approved.

COMMISSIONER COMMENTS

The Board of Commissioners had no additional comment.

ADJOURNMENT: Commissioner Engle moved to adjourn the meeting at 7:52 P.M. and seconded by Commissioner Pyne.

Signed: _____

David Pribulka
Secretary-Manager

ORDINANCE 22-2

A PUBLIC HEARING AND ADOPTION OF AN ORDINANCE OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA ACCEPTING PUBLIC RIGHT OF WAY ON PAXTON CHURCH ROAD AND SHUTT MILL ROAD AS DESCRIBED IN EXHIBIT "A".

WHEREAS, the Board of Commissioners of Susquehanna Township and the Susquehanna Township Authority have commenced a project to rehabilitate a segment of Paxton Church Road in Susquehanna Township; and

WHEREAS, the recorded final subdivision plans of Lester Hoffer approved on July 13, 1972; and Beverly A. and Kenneth L. Hawk approved on September 10, 1992, included segments of dedicated public right-of-way along Paxton Church Road and Shutt Mill Road; and

WHEREAS, in order to let the project, it is necessary to accept these dedicated portions of public right-of-way along Paxton Church Road and Shutt Mill Road in Susquehanna Township; and

BE IT ENACTED AND ORDAINED by the Board of Commissioners of Susquehanna Township, Dauphin County, Pennsylvania, and it is hereby enacted and ordained by authority of the same, that Susquehanna Township hereby accepts all dedicated public right-of-way as described on the final subdivision plan of Lester Hoffer approved on July 13, 1972; and Beverly A. and Kenneth L. Hawk approved on September 10, 1992.

ENACTED AND ORDAINED as an Ordinance this 9th day of June, 2022.

[SEAL]

ATTEST:

**SUSQUEHANNA TOWNSHIP
BOARD OF COMMISSIONERS**

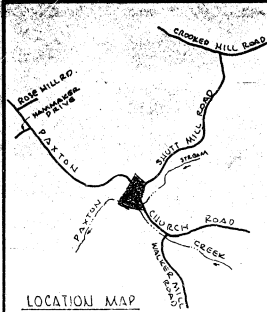
David Pribulka, Secretary

Frank Lynch, President

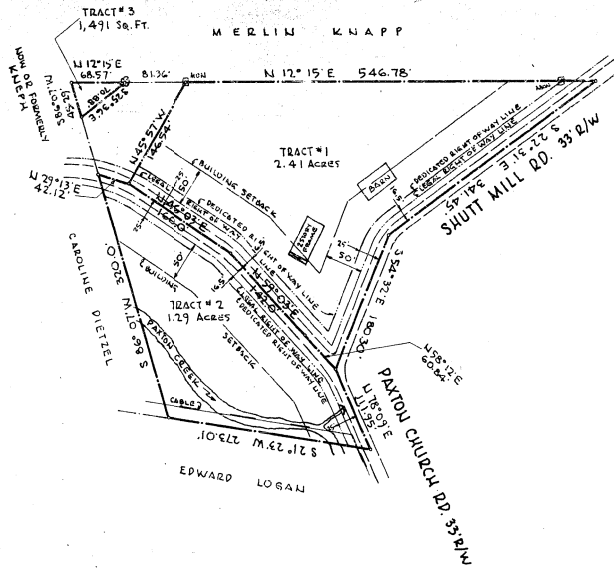
Exhibit "A"

Plan Book M. vol. 2 Page 296

271-102



LOCATION MAP



STATE OF PENNSYLVANIA S.S.
 COUNTY OF DAUPHIN
 PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, IN
 AND FOR THE STATE AND COUNTY AFORESAID.....
 LESTER HOFFER
 WHO ACKNOWLEDGES THIS PLAN TO BE HIS ACT AND DEED
 AND DESIRES THE SAME TO BE RECORDED AS SUCH.
 WITNESS MY HAND AND NOTARIAL SEAL
 THIS 11th DAY OF July 1974

 MY COMMISSION EXPIRES May 1975

SUBDIVISION PLAN FOR
LESTER HOFFER
 SUSQUEHANNA TOWNSHIP - DAUPHIN COUNTY - PA.
 SCALE 1"=100' DEC. 15, 1971



R. P. RAFFENSPERGER ASSOCIATES
 ENGINEERS & SURVEYORS
 CAMP HILL, PA.

RECORDED IN PLAN BOOK _____ VOL. _____ PAGE _____

NOTE:
 NO BUILDINGS TO BE ERECTED NOR BUILDING PERMITS TO BE
 ISSUED ON TRACTS # 2 & # 3.

 AREA ZONED - IL - LIMITED INDUSTRIAL.

APPROVED THIS 30 DAY OF May 1974, BY THE
 SUSQUEHANNA TWP. PLANNING COMMISSION.
 _____ CHAIRMAN
 _____ SECRETARY

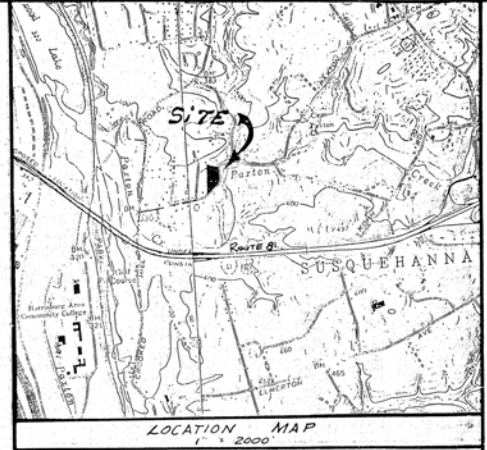
 APPROVED THIS 13 DAY OF July 1974, BY THE
 SUSQUEHANNA TWP. BOARD OF COMMISSIONERS.
 _____ PRESIDENT
 _____ SECRETARY

D2-617

SOURCE OF TITLE

LOT 1 & 1A DEEDBOOK D VOL 26 PAGE 583 TAX PARCEL 62-19-22
 PROPERTY WILLED TO BEVERLY A. HAWK & KENNETH L. HAWK
 LAND OF BEVERLY A. HAWK & KENNETH L. HAWK D.B. E VOL 45 PAGE 501
 TAX PARCEL 62-19-42

RECEIVED
 RECORDERS OFFICE
 Oct 2 11 25 AM '92
 DAUPHIN COUNTY
 PENN.

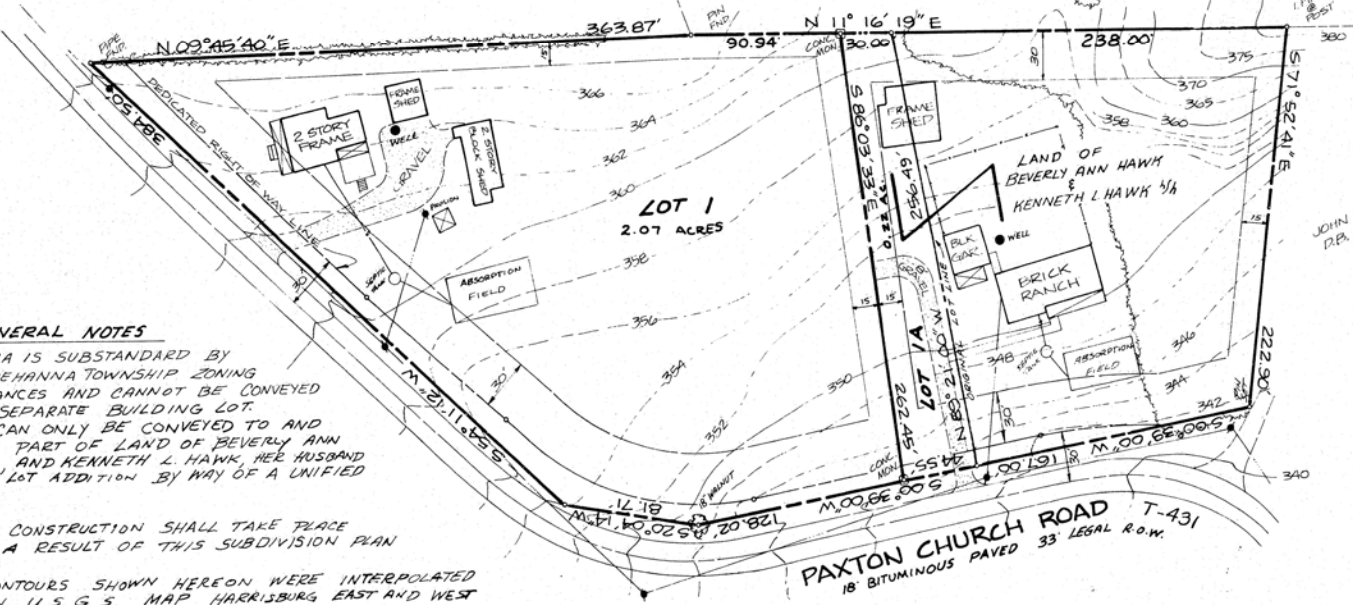


"As of the date of this deed/plot plan/deed notice recording, the property/subdivision described herein is and shall be dedicated for the express purpose of 2 EXISTING SINGLE FAMILY use. No portion of this property/subdivision has been approved by SUSQUEHANNA TWP (municipality) or the Department of Environmental Resources for the installation of sewage disposal facilities. No sewage permit will be issued for the installation, construction, connection to or use of any sewage collection, conveyance, treatment or disposal system unless the municipality and the DER have both approved sewage facilities planning for the property/subdivision described herein in accordance with the Pennsylvania Sewage Facilities Act (35 P.S. Sections 750.1 et. seq.) and regulations promulgated thereunder. Prior to signing, executing, implementing or recording any sales contract or subdivision plan, any purchaser or subdivider of any portion of this property should contact appropriate officials of SUSQUEHANNA TWP (municipality), which is charged with administering the Sewage Facilities Act to determine what sewage facilities planning is required and the procedure and requirements for obtaining appropriate permits or approvals."

N/E
 RONALD K. FORNAN
 P.R. N-57-256

N/E
 JAMES E. GEORNOW
 P.R. P-32-211

N/E
 JOHN L. DEHART
 P.R. 20 PG. 482



SITE DATA

ZONED	R.S. RESIDENTIAL SUBURBAN
TOTAL LOTS	2
AREAS	
LOT 1	2.07 ACRES
LOT 1A	9618 Sq Ft. 0.22 AC.
SETBACKS:	
FRONT	30
SIDE	15 EACH
REAR	30
SEWERAGE	EXISTING SEPTIC
WATER	INDIVIDUAL WELLS
OFF STREET PARKING	SHALL BE PROVIDED IN ACCORDANCE WITH CODIFIED ORDINANCE.

GENERAL NOTES

- LOT 1A IS SUBSTANDARD BY SUSQUEHANNA TOWNSHIP ZONING ORDINANCES AND CANNOT BE CONVEYED AS A SEPARATE BUILDING LOT. BUT CAN ONLY BE CONVEYED TO AND MADE PART OF LAND OF BEVERLY ANN HAWK, AND KENNETH L. HAWK, HER HUSBAND AS A LOT ADDITION BY WAY OF A UNIFIED DEED.
- NO CONSTRUCTION SHALL TAKE PLACE AS A RESULT OF THIS SUBDIVISION PLAN
- CONTOURS SHOWN HEREON WERE INTERPOLATED BY U.S.G.S. MAP HARRISBURG EAST AND WEST QUADRANGLE.
- AREA OF LAND OF BEVERLY AND KENNETH HAWK SHOWN HEREON 1.10 ACRES +0.22 " LOT 1A 1.32 ACRES TOTAL



I HEREBY CERTIFY THAT THE ABOVE PLAN REPRESENTS THE ACTUAL CONDITIONS AS FOUND BY A FIELD SURVEY DATED 6-19-92 AND IS CORRECT AS SHOWN.

Charles R. Cook

COMMONWEALTH OF PENNSYLVANIA } 68
 COUNTY OF DAUPHIN
 ON THIS 9 DAY OF Sept 1992 BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, BEVERLY A. HAWK & KENNETH L. HAWK DID PERSONALLY APPEAR AND WHOSE IDENTIFICATION TO BE HIS ACT AND DEED AND WHO DESIRES THIS PLAN TO BE RECORDED AS A PUBLIC DOCUMENT. MY COMMISSION EXPIRES Commission Expires Nov. 6, 1993

IT IS HEREBY CERTIFIED THAT THE UNDERSIGNED LEGAL OR EQUITABLE TITLE TO THE LAND SHOWN HEREON

ALL STREETS SHOWN HEREON, IF NOT PREVIOUSLY DEDICATED, ARE HEREBY DEDICATED TO PUBLIC USE.

Beverly A. Hawk EQUITABLE OWNERS
Kenneth L. Hawk

BEVERLY A. HAWK & KENNETH L. HAWK
 1312 PAXTON CHURCH ROAD HBS 74 1710 233-7734

RECORDED THIS _____ DAY OF _____ 1992
 IN PLAN BOOK _____ VOL _____ PAGE _____
 RECORDER _____

RECOMMENDED FOR APPROVAL THIS _____ DAY OF _____ 1992
 BY THE SUSQUEHANNA TOWNSHIP PLANNING COMMISSION.

APPROVED THIS 10th DAY OF SEPT 1992 BY THE
 SUSQUEHANNA TOWNSHIP BOARD OF COMMISSIONERS

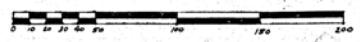
Harold Smith Chairman
McCaughey Secretary

REVIEWED THIS _____ DAY OF _____ 1992 BY THE
 SUSQUEHANNA TOWNSHIP ENGINEER

ENGINEER
 REVIEWED THIS 26 DAY OF August 1992 BY THE
 SUSQUEHANNA COUNTY PLANNING COMMISSION

Daryl A. Coe Chairman

FINAL SUBDIVISION PLAN
 FOR
 • BEVERLY A. HAWK & KENNETH L. HAWK
 1312 PAXTON CHURCH ROAD
 SUSQUEHANNA TOWNSHIP
 DAUPHIN COUNTY
 COMMONWEALTH OF PENNSYLVANIA
 SCALE 1" = 50' JULY 10, 1992



ACT 1
 CONSULTING ENGINEERS
 and SURVEYORS
 CONSULTANTS
 2856 WALNUT STREET
 HARRISBURG, PA. 17103 (717) 236-7500

SCALE: 1" = 50'
 PROJ. NO. 92-156
 SHEET NO.
 DATE
 REV.

ORDINANCE 22-2

AN ORDINANCE OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA AMENDING CHAPTER 5, CODE ENFORCEMENT; PART 3, INTERNATIONAL PROPERTY MAINTENANCE CODE; SECTION 5-301, ADOPTION OF INTERNATIONAL PROPERTY MAINTENANCE CODE; AND SECTION 5-303, ADOPTION OF FUTURE EDITIONS.

WHEREAS, in the interest of providing for the public health, safety, and welfare of the residents of Susquehanna Township, the Board of Commissioners is desirous of adopting the 2021 edition of the International Property Maintenance Code; and

WHEREAS, in order to ensure the most current editions of the International Property Maintenance Code apply at any given time, the Board of Commissioners intends to adopt all updates to future editions by resolution of the same.

BE IT ENACTED AND ORDAINED by the Board of Commissioners of Susquehanna Township, Dauphin County, Pennsylvania, and it is hereby enacted and ordained by authority of the same:

1. § 5-301 Adoption of International Property Maintenance Code is hereby amended as follows:
The Township of Susquehanna hereby adopts and enacts the 2021 International Property Maintenance Code regulating and governing the condition and maintenance of all property, buildings and structures existing in the Township of Susquehanna by providing standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupation and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all regulations, provisions, penalties, conditions and terms of said Property Maintenance Code.
2. § 5-303 Adoption of Future Editions is hereby repealed and replaced with the following:
The Township of Susquehanna may, by resolution of the Board of Commissioners, adopt the most recently published edition of the Property Maintenance Code, as amended and republished from time to time. As new editions of the International Property Maintenance Code are adopted and published, the same shall become effective at Susquehanna Township 30 days after the Township shall advertise and publish in a newspaper of general circulation the adoption of the same.

ENACTED AND ORDAINED as an Ordinance this 23rd day of June, 2022.

[SEAL]

ATTEST:

**SUSQUEHANNA TOWNSHIP
BOARD OF COMMISSIONERS**

David Pribulka, Secretary

Frank Lynch, President

IPMC[®]

INTERNATIONAL **PROPERTY MAINTENANCE** CODE[®]

A Member of the International Code Family[®]



2021



2021 International Property Maintenance Code®

Date of First Publication: September 30, 2020

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PREFACE

Introduction

The *International Property Maintenance Code*® (IPMC®) establishes minimum requirements for the maintenance of existing buildings through model code regulations that contain clear and specific property maintenance and property improvement provisions. This 2021 edition is fully compatible with all of the International Codes® (I-Codes®) published by the International Code Council® (ICC®), including the *International Building Code*® (IBC®), *International Energy Conservation Code*® (IECC®), *International Existing Building Code*® (IEBC®), *International Fire Code*® (IFC®), *International Fuel Gas Code*® (IFGC®), *International Green Construction Code*® (IgCC®), *International Mechanical Code*® (IMC®), *International Plumbing Code*® (IPC®), *International Private Sewage Disposal Code*® (IPSDC®), *International Residential Code*® (IRC®), *International Swimming Pool and Spa Code*® (ISPSC®), *International Wildland-Urban Interface Code*® (IWUIC®), *International Zoning Code*® (IZC®) and *International Code Council Performance Code*® (ICPC®).

The I-Codes, including the IPMC, are used in a variety of ways in both the public and private sectors. Most industry professionals are familiar with the I-Codes as the basis of laws and regulations in communities across the US and in other countries. However, the impact of the codes extends well beyond the regulatory arena, as they are used in a variety of nonregulatory settings, including:

- Voluntary compliance programs such as those promoting sustainability, energy efficiency and disaster resistance.
- The insurance industry, to estimate and manage risk, and as a tool in underwriting and rate decisions.
- Certification and credentialing of individuals involved in the fields of building design, construction and safety.
- Certification of building and construction-related products.
- US federal agencies, to guide construction in an array of government-owned properties.
- Facilities management.
- “Best practices” benchmarks for designers and builders, including those who are engaged in projects in jurisdictions that do not have a formal regulatory system or a governmental enforcement mechanism.
- College, university and professional school textbooks and curricula.
- Reference works related to building design and construction.

In addition to the codes themselves, the code development process brings together building professionals on a regular basis. It provides an international forum for discussion and deliberation about building design, construction methods, safety, performance requirements, technological advances and innovative products.

Development

This 2021 edition presents the code as originally issued, with changes reflected in the 2003 through 2018 editions and with further changes developed through the ICC Code Development Process through 2019. A new edition of the code is promulgated every 3 years.

This code is intended to establish provisions that adequately protect public health, safety and welfare and that neither unnecessarily increase construction costs nor give preferential treatment to particular types or classes of materials, products or methods of construction.

Maintenance

The *International Property Maintenance Code* is kept up to date through the review of proposed changes submitted by code enforcement officials, industry representatives, design professionals and other interested parties. Proposed changes are carefully considered through an open code development process in which all interested and affected parties may participate.

The ICC Code Development Process reflects principles of openness, transparency, balance, due process and consensus, the principles embodied in OMB Circular A-119, which governs the federal government's use of private-sector standards. The ICC process is open to anyone; there is no cost to participate, and people can participate without travel cost through the ICC's cloud-based app, cdpAccess®. A broad cross section of interests are represented in the ICC Code Development Process. The codes, which are updated regularly, include safeguards that allow for emergency action when required for health and safety reasons.

In order to ensure that organizations with a direct and material interest in the codes have a voice in the process, the ICC has developed partnerships with key industry segments that support the ICC's important public safety mission. Some code development committee members were nominated by the following industry partners and approved by the ICC Board:

- American Institute of Architects (AIA)
- National Association of Home Builders (NAHB)

The code development committees evaluate and make recommendations regarding proposed changes to the codes. Their recommendations are then subject to public comment and council-wide votes. The ICC's governmental members—public safety officials who have no financial or business interest in the outcome—cast the final votes on proposed changes.

The contents of this work are subject to change through the code development cycles and by any governmental entity that enacts the code into law. For more information regarding the code development process, contact the Codes and Standards Development Department of the ICC.

While the I-Code development procedure is thorough and comprehensive, the ICC, its members and those participating in the development of the codes disclaim any liability resulting from the publication or use of the I-Codes, or from compliance or noncompliance with their provisions. The ICC does not have the power or authority to police or enforce compliance with the contents of this code.

Code Development Committee Responsibilities (Letter Designations in Front of Section Numbers)

In each code development cycle, proposed changes to this code are considered at the Code Development Hearings by the International Property Maintenance/Zoning Code Development Committee, whose action constitutes a recommendation to the voting membership for final action on the proposed changes. Proposed changes to a code section having a number beginning with a letter in brackets are considered by a different code development committee. For example, proposed changes to code sections that have the letter [F] in front of them (e.g., [F] 704.1) are considered by the International Fire Code Development Committee at the Committee Action Hearing.

The content of sections in this code that begin with a letter designation is maintained by another code development committee in accordance with the following:

- [A] = Administrative Code Development Committee;
- [F] = International Fire Code Development Committee;
- [P] = International Plumbing Code Development Committee;
- [BE] = IBC—Egress Code Development Committee; and
- [BG] = IBC—General Code Development Committee.

For the development of the 2024 edition of the I-Codes, there will be two groups of code development committees and they will meet in separate years, as shown in the following Code Development Hearings Table.

Code change proposals submitted for code sections that have a letter designation in front of them will be heard by the respective committee responsible for such code sections. Because different committees hold Committee Action Hearings in different years, proposals for the IPMC will be heard by committees in both the 2021 (Group A) and the 2022 (Group B) code development cycles.

For instance, every section of Chapter 1 of this code is designated as the responsibility of the Administrative Code Development Committee, which is part of the Group B portion of the hearings. This committee will hold its Committee Action Hearings in 2022 to consider code change proposals for Chapter 1 of all I-Codes except the IECC, IRC and IgCC. Therefore, any proposals received for Chapter 1 of this code will be assigned to the Administrative Code Development Committee for consideration in 2022.

It is very important that anyone submitting code change proposals understands which code development committee is responsible for the section of the code that is the subject of the code change proposal. For further information on the Code Development Committee responsibilities, please visit the ICC website at www.iccsafe.org/current-code-development-cycle.

CODE DEVELOPMENT HEARINGS

Group A Codes (Heard in 2021, Code Change Proposals Deadline: January 11, 2021)	Group B Codes (Heard in 2022, Code Change Proposals Deadline: January 10, 2022)
International Building Code – Egress (Chapters 10, 11, Appendix E) – Fire Safety (Chapters 7, 8, 9, 14, 26) – General (Chapters 2–6, 12, 27–33, Appendices A, B, C, D, K, N)	Administrative Provisions (Chapter 1 of all codes except IECC, IRC and IgCC; IBC Appendix O; the appendices titled “Board of Appeals” for all codes except IECC, IRC, IgCC, ICCPC and IZC; administrative updates to currently referenced standards; and designated definitions)
International Fire Code	International Building Code – Structural (Chapters 15–25, Appendices F, G, H, I, J, L, M)
International Fuel Gas Code	International Existing Building Code
International Mechanical Code	International Energy Conservation Code—Commercial
International Plumbing Code	International Energy Conservation Code—Residential – IECC—Residential – IRC—Energy (Chapter 11)
International Property Maintenance Code	International Green Construction Code (Chapter 1)
International Private Sewage Disposal Code	International Residential Code – IRC—Building (Chapters 1–10; Appendices AE, AF, AH, AJ, AK, AL, AM, AO, AQ, AR, AS, AT, AU, AV, AW)
International Residential Code – IRC—Mechanical (Chapters 12–23) – IRC—Plumbing (Chapters 25–33, Appendices AG, AI, AN, AP)	
International Swimming Pool and Spa Code	
International Wildland-Urban Interface Code	
International Zoning Code	

Note: Proposed changes to the ICCPC will be heard by the code development committee noted in brackets [] in the text of the ICCPC.

Marginal Markings

Solid vertical lines in the margins within the body of the code indicate a technical change from the requirements of the 2018 edition. Deletion indicators in the form of an arrow (➡) are provided in the margin where an entire section, paragraph, exception or table has been deleted or an item in a list of items or a row of a table has been deleted.

A single asterisk [*] placed in the margin indicates that text or a table has been relocated within the code. A double asterisk [**] placed in the margin indicates that the text or table immediately following it has been relocated there from elsewhere in the code. The following table indicates such relocations in the 2021 edition of the IPMC.

RELOCATIONS

2021 LOCATION	2018 LOCATION
104.1	103.5
105	104
105.7-105.7.1	103.4-103.4.1
106	105
107.2	111.1
108.1	111.2
109	106
110	112
111	108
111.4-111.6	107.1-107.4, 107.6
112	109
113	110
B101.2.2	111.8
B101.3	111.2
B101.3.2	111.2.1
B101.3.4	111.2.2
B101.3.5	111.2.4
B101.3.6	111.2.3
B101.3.7	111.2.5
B101.4	111.4.1
B101.5	111.3
B101.5.3	111.5
B101.7	111.6
B101.7.1	111.6.1
B101.8	111.7

Coordination of the International Codes

The coordination of technical provisions is one of the strengths of the ICC family of model codes. The codes can be used as a complete set of complementary documents, which will provide users with full integration and coordination of technical provisions. Individual codes can also be used in subsets or as stand-alone documents. To make sure that each individual code is as complete as possible, some technical provisions that are relevant to more than one subject area are duplicated in some of the model codes. This allows users maximum flexibility in their application of the I-Codes.

Italicized Terms

Terms italicized in code text, other than document titles, are defined in Chapter 2. The terms selected to be italicized have definitions that the user should read carefully to better understand the code. Where italicized, the Chapter 2 definition applies. If not italicized, common-use definitions apply.

Adoption

The ICC maintains a copyright in all of its codes and standards. Maintaining copyright allows the ICC to fund its mission through sales of books, in both print and electronic formats. The ICC welcomes adoption of its codes by jurisdictions that recognize and acknowledge the ICC's copyright in the code, and further acknowledge the substantial shared value of the public/private partnership for code development between jurisdictions and the ICC.

The ICC also recognizes the need for jurisdictions to make laws available to the public. All I-Codes and I-Standards, along with the laws of many jurisdictions, are available for free in a nondownloadable form on the ICC's website. Jurisdictions should contact the ICC at adoptions@iccsafe.org to learn how to adopt and distribute laws based on the IPMC in a manner that provides necessary access, while maintaining the ICC's copyright.

To facilitate adoption, several sections of this code contain blanks for fill-in information that needs to be supplied by the adopting jurisdiction as part of the adoption legislation. For this code, please see:

Section 101.1. Insert: **[NAME OF JURISDICTION]**

Section 103.1. Insert: **[NAME OF DEPARTMENT]**

Section 302.4. Insert: **[HEIGHT IN INCHES]**

Section 304.14. Insert: **[DATES IN TWO LOCATIONS]**

Section 602.3. Insert: **[DATES IN TWO LOCATIONS]**

Section 602.4. Insert: **[DATES IN TWO LOCATIONS]**

Effective Use of the International Property Maintenance Code

The IPMC is a model code that regulates the minimum maintenance requirements for existing buildings.

The IPMC is a maintenance document intended to establish minimum maintenance standards for basic equipment, light, ventilation, heating, sanitation and fire safety. Responsibility is fixed among owners, operators and occupants for code compliance. The IPMC provides for the regulation and safe use of existing structures in the interest of the social and economic welfare of the community.

ARRANGEMENT AND FORMAT OF THE 2021 IPMC

Before applying the requirements of the IPMC, it is beneficial to understand its arrangement and format. The IPMC, like other codes published by ICC, is arranged and organized to follow sequential steps that generally occur during a plan review or inspection. Below is a chapter-by-chapter synopsis of the scope and intent of the provisions of the IPMC. The following table shows how the IPMC is divided. The ensuing chapter-by-chapter synopsis details the scope and intent of the provisions of the IPMC.

Chapter Topics	
Chapter	Subjects
1	Scope and Administration
2	Definitions
3	General Requirements
4	Light, Ventilation and Occupancy Limitations
5	Plumbing Facilities and Fixture Requirements
6	Mechanical and Electrical Requirements
7	Fire Safety Requirements
8	Referenced Standards
Appendix A	Boarding Standard
Appendix B	Board of Appeals

Chapter 1 Scope and Administration

Chapter 1 contains provisions for the application, enforcement and administration of subsequent requirements of the code. In addition to establishing the scope of the code, Chapter 1 identifies which buildings and structures come under its purview. Chapter 1 is largely concerned with maintaining “due process of law” in enforcing the property maintenance criteria contained in the body of the code. Only through careful observation of the administrative provisions can the building official reasonably expect to demonstrate that “equal protection under the law” has been provided.

Chapter 2 Definitions

All terms that are defined in the code are listed alphabetically in Chapter 2. While a defined term may be used in one chapter or another, the meaning provided in Chapter 2 is applicable throughout the code.

Where understanding of a term’s definition is especially key to or necessary for understanding of a particular code provision, the term is shown in italics. This is true only for those terms that have a meaning that is unique to the code. In other words, the generally understood meaning of a term or phrase might not be sufficient or consistent with the meaning prescribed by the code; therefore, it is essential that the code-defined meaning be known.

Guidance is provided regarding tense, gender and plurality of defined terms as well as guidance regarding terms not defined in this code.

Chapter 3 General Requirements

Chapter 3, “General Requirements,” is broad in scope. It includes a variety of requirements for the exterior property areas as well as the interior and exterior elements of the structure. This chapter provides requirements that are intended to maintain a minimum level of safety and sanitation for both

the general public and the occupants of a structure, and to maintain a building's structural and weather-resistance performance. Chapter 3 provides specific criteria for regulating the installation and maintenance of specific building components; maintenance requirements for vacant structures and land; requirements regulating the safety, sanitation and appearance of the interior and exterior of structures and all exterior property areas; accessory structures; vehicle storage regulations and establishes who is responsible for complying with the chapter's provisions. This chapter also contains the requirements for swimming pools, spas and hot tubs and the requirements for protective barriers and gates in these barriers. Chapter 3 establishes the responsible parties for exterminating insects and rodents, and maintaining sanitary conditions in all types of occupancies.

Chapter 4 Light, Ventilation and Occupancy Limitations

The purposes of Chapter 4 are to set forth these requirements in the code and to establish the minimum environment for occupiable and habitable buildings, by establishing the minimum criteria for light and ventilation and identifying occupancy limitations including minimum room width and area, minimum ceiling height and restrictions to prevent overcrowding. This chapter also provides for alternative arrangements of windows and other devices to comply with the requirements for light and ventilation and prohibits certain room arrangements and occupancy uses.

Chapter 5 Plumbing Facilities and Fixture Requirements

Chapter 5 establishes the minimum criteria for the installation, maintenance and location of plumbing systems and facilities, including the water supply system, water heating appliances, sewage disposal system and related plumbing fixtures.

Sanitary and clean conditions in occupied buildings are dependent upon certain basic plumbing principles, including providing potable water to a building, providing the basic fixtures to effectively utilize that water and properly removing waste from the building. Chapter 5 establishes the minimum criteria to verify that these principles are maintained throughout the life of a building.

Chapter 6 Mechanical and Electrical Requirements

The purpose of Chapter 6 is to establish minimum performance requirements for heating, electrical and mechanical facilities and to establish minimum standards for the safety of these facilities.

This chapter establishes minimum criteria for the installation and maintenance of the following: heating and air-conditioning equipment, appliances and their supporting systems; water heating equipment, appliances and systems; cooking equipment and appliances; ventilation and exhaust equipment; gas and liquid fuel distribution piping and components; fireplaces and solid fuel-burning appliances; chimneys and vents; electrical services; lighting fixtures; electrical receptacle outlets; electrical distribution system equipment, devices and wiring; and elevators, escalators and dumbwaiters.

Chapter 7 Fire Safety Requirements

The purpose of Chapter 7 is to address those fire hazards that arise as the result of a building's occupancy. It also provides minimum requirements for fire safety issues that are most likely to arise in older buildings.

This chapter contains requirements for means of egress in existing buildings, including path of travel, required egress width, means of egress doors and emergency escape openings.

Chapter 8 Referenced Standards

The code contains numerous references to standards that are used to regulate materials and methods of construction. Chapter 8 contains a comprehensive list of all standards that are referenced in the code. The standards are part of the code to the extent of the reference to the standard. Compliance with the referenced standard is necessary for compliance with this code. By providing specifically adopted standards, the construction and installation requirements necessary for compliance with the code can be readily determined. The basis for code compliance is, therefore, established and available on an equal basis to the code official, contractor, designer and owner.

Chapter 8 is organized in a manner that makes it easy to locate specific standards. It lists all of the referenced standards, alphabetically, by acronym of the promulgating agency of the standard. Each agency's standards are then listed in either alphabetical or numeric order based upon the standard identification. The list also contains the title of the standard; the edition (date) of the standard referenced; any addenda included as part of the ICC adoption; and the section or sections of this code that reference the standard.

Appendix A Boarding Standard

The provisions in Appendix A are not mandatory unless specifically referenced in the adopting ordinance. This appendix provides minimum specifications for boarding a structure. This can be utilized by a jurisdiction as a set of minimum requirements in order to result in consistent boarding quality.

Appendix B Board of Appeals

The provisions contained in Appendix B are not mandatory unless specifically referenced in the adopting ordinance. This appendix provides criteria for Board of Appeals members and procedures by which the Board of Appeals should conduct its business.

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CHAPTER 1

SCOPE AND ADMINISTRATION

User note:

About this chapter: Chapter 1 establishes the limits of applicability of the code and describes how the code is to be applied and enforced. Chapter 1 is in two parts: Part 1—Scope and Application (Sections 101 and 102) and Part 2—Administration and Enforcement (Sections 103 – 110). Section 101 identifies which buildings and structures come under its purview and references other I-Codes as applicable.

This code is intended to be adopted as a legally enforceable document and it cannot be effective without adequate provisions for its administration and enforcement. The provisions of Chapter 1 establish the authority and duties of the code official appointed by the authority having jurisdiction and also establish the rights and privileges of the property owner and building occupants.

This Chapter was extensively reorganized for the 2021 edition. For clarity, the relocation marginal markings have not been included. For complete information, see the relocations table in the Preface information of this code.

PART 1 — SCOPE AND APPLICATION

SECTION 101 SCOPE AND GENERAL REQUIREMENTS

[A] 101.1 Title. These regulations shall be known as the *International Property Maintenance Code* of [NAME OF JURISDICTION], hereinafter referred to as “this code.”

[A] 101.2 Scope. The provisions of this code shall apply to all existing residential and nonresidential structures and all existing *premises* and constitute minimum requirements and standards for *premises*, structures, equipment and facilities for light, *ventilation*, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of *owners*, an *owner’s* authorized agent, *operators* and *occupants*; the *occupancy* of existing structures and *premises*, and for administration, enforcement and penalties.

[A] 101.3 Purpose. The purpose of this code is to establish minimum requirements to provide a reasonable level of health, safety, property protection and general welfare insofar as they are affected by the continued *occupancy* and maintenance of structures and *premises*. Existing structures and *premises* that do not comply with these provisions shall be altered or repaired to provide a reasonable minimum level of health, safety and general welfare as required herein.

[A] 101.4 Severability. If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

SECTION 102 APPLICABILITY

[A] 102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case,

different sections of this code specify different requirements, the most restrictive shall govern.

102.2 Maintenance. Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the *structure* or *premises* was constructed, altered or repaired shall be maintained in good working order. An *owner*, *owner’s* authorized agent, *operator* or *occupant* shall not cause any service, facility, equipment or utility that is required under this section to be removed from, shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the *owner* or the *owner’s* authorized agent shall be responsible for the maintenance of buildings, structures and *premises*.

[A] 102.3 Application of other codes. Repairs, additions or alterations to a *structure*, or changes of *occupancy*, shall be done in accordance with the procedures and provisions of the *International Building Code*, *International Existing Building Code*, *International Energy Conservation Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Residential Code*, *International Plumbing Code* and NFPA 70. Nothing in this code shall be construed to cancel, modify or set aside any provision of the *International Zoning Code*.

[A] 102.4 Existing remedies. The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any *structure* that is dangerous, unsafe and insanitary.

[A] 102.5 Workmanship. Repairs, maintenance work, alterations or installations that are caused directly or indirectly by the enforcement of this code shall be executed and installed in a *workmanlike* manner and installed in accordance with the manufacturer’s instructions.

102.6 Structural analysis. Where structural analysis is used to determine if an unsafe structural condition exists, the analysis shall be permitted to use nominal strengths, nominal

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loads, load effects, required strengths and limit states in accordance with the requirements under which the *structure* was constructed or in accordance with any subsequent requirement.

[A] 102.7 Historic buildings. The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings where such buildings or structures are judged by the *code official* to be safe and in the public interest of health, safety and welfare.

[A] 102.8 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 8 and considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.8.1 and 102.8.2.

Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

[A] 102.8.1 Conflicts. Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

[A] 102.8.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

[A] 102.9 Requirements not covered by code. Requirements necessary for the strength, stability or proper operation of an existing fixture, *structure* or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the *code official*.

[A] 102.10 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

[A] 102.11 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

PART 2 — ADMINISTRATION AND ENFORCEMENT

SECTION 103 CODE COMPLIANCE AGENCY

[A] 103.1 Creation of agency. The [INSERT NAME OF DEPARTMENT] is hereby created and the official in charge thereof shall be known as the code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

[A] 103.2 Appointment. The *code official* shall be appointed by the chief appointing authority of the jurisdiction.

[A] 103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of

the appointing authority, the *code official* shall have the authority to appoint a deputy code official, other related technical officers, inspectors and other employees. Such employees shall have powers as delegated by the *code official*.

SECTION 104 FEES

[A] 104.1 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as established by the applicable governing authority.

104.2 Refunds. The *code official* is authorized to establish a refund policy.

SECTION 105 DUTIES AND POWERS OF THE CODE OFFICIAL

[A] 105.1 General. The *code official* is hereby authorized and directed to enforce the provisions of this code. The *code official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

[A] 105.2 Inspections. The *code official* shall make all of the required inspections, or shall accept reports of inspection by *approved* agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such *approved* agency or by the responsible individual. The *code official* is authorized to engage such expert opinion as deemed necessary to report on unusual technical issues that arise, subject to the approval of the appointing authority.

[A] 105.3 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the *code official* has reasonable cause to believe that there exists in a *structure* or upon a *premises* a condition in violation of this code, the *code official* is authorized to enter the *structure* or *premises* at reasonable times to inspect or perform the duties imposed by this code, provided that if such *structure* or *premises* is occupied the *code official* shall present credentials to the *occupant* and request entry. If such *structure* or *premises* is unoccupied, the *code official* shall first make a reasonable effort to locate the *owner*, *owner's* authorized agent or other person having charge or control of the *structure* or *premises* and request entry. If entry is refused, the *code official* shall have recourse to the remedies provided by law to secure entry.

[A] 105.4 Identification. The *code official* shall carry proper identification when inspecting *structures* or *premises* in the performance of duties under this code.

[A] 105.5 Notices and orders. The *code official* shall issue all necessary notices or orders to ensure compliance with this code.

[A] 105.6 Department records. The *code official* shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

[A] 105.7 Liability. The *code official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties.

[A] 105.7.1 Legal defense. Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The *code official* or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

SECTION 106 APPROVAL

[A] 106.1 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases upon application of the *owner* or *owner's* authorized agent, provided that the *code official* shall first find that special individual reason makes the strict letter of this code impractical, the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

[A] 106.2 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material, design or method of construction shall be *approved* where the *code official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. Where the alternative material, design or method of construction is not *approved*, the *code official* shall respond in writing, stating the reasons why the alternative was not *approved*.

[A] 106.3 Required testing. Whenever there is insufficient evidence of compliance with the provisions of this code or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims

for alternative materials or methods, the *code official* shall have the authority to require tests to be made as evidence of compliance without expense to the jurisdiction.

[A] 106.3.1 Test methods. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *code official* shall be permitted to approve appropriate testing procedures performed by an *approved* agency.

[A] 106.3.2 Test reports. Reports of tests shall be retained by the *code official* for the period required for retention of public records.

[A] 106.4 Used material and equipment. Materials that are reused shall comply with the requirements of this code for new materials. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested where necessary, placed in good and proper working condition and *approved* by the *code official*.

[A] 106.5 Approved materials and equipment. Materials, equipment and devices *approved* by the *code official* shall be constructed and installed in accordance with such approval.

[A] 106.6 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

SECTION 107 MEANS OF APPEAL

107.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the *code official* relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the applicable governing authority and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the *code official*.

[A] 107.2 Limitations of authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equivalent or better form of construction is proposed. The board shall not have authority to waive requirements of this code or interpret the administration of this code.

107.3 Qualifications. The board of appeals shall consist of members who are qualified by experience and training and are not employees of the jurisdiction.

107.4 Administration. The *code official* shall take immediate action in accordance with the decision of the board.

SECTION 108 BOARD OF APPEALS

[A] 108.1 Membership of board. The board of appeals shall consist of not less than three members who are qualified by

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experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The *code official* shall be an ex-officio member but shall not vote on any matter before the board. The board shall be appointed by the chief appointing authority, and shall serve staggered and overlapping terms.

SECTION 109 VIOLATIONS

[A] 109.1 Unlawful acts. It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

[A] 109.2 Notice of violation. The *code official* shall serve a notice of violation or order in accordance with Section 111.4.

[A] 109.3 Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with Section 111.4 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a *strict liability offense*. If the notice of violation is not complied with, the *code official* shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful *occupancy* of the *structure* in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such *premises* shall be charged against the real estate upon which the *structure* is located and shall be a lien upon such real estate.

[A] 109.4 Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

[A] 109.5 Abatement of violation. The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal *occupancy* of a building, *structure* or *premises*, or to stop an illegal act, conduct, business or utilization of the building, *structure* or *premises*.

SECTION 110 STOP WORK ORDER

[A] 110.1 Authority. Where the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

[A] 110.2 Issuance. The stop work order shall be in writing and shall be given to the *owner* of the property, to the *owner's* authorized agent, or to the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the

reason for the order and the conditions under which the cited work is authorized to resume.

[A] 110.3 Emergencies. Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

[A] 110.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the authority having jurisdiction.

SECTION 111 UNSAFE STRUCTURES AND EQUIPMENT

111.1 Unsafe conditions. When a *structure* or equipment is found by the *code official* to be unsafe, or when a *structure* is found unfit for human *occupancy*, or is found unlawful, such *structure* shall be *condemned* pursuant to the provisions of this code.

111.1.1 Unsafe structures. An unsafe *structure* is one that is found to be dangerous to the life, health, property or safety of the public or the *occupants* of the *structure* by not providing minimum safeguards to protect or warn *occupants* in the event of fire, or because such *structure* contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

111.1.2 Unsafe equipment. Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the *premises* or within the *structure* that is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or *occupants* of the *premises* or *structure*.

111.1.3 Structure unfit for human occupancy. A *structure* is unfit for human *occupancy* whenever the *code official* finds that such *structure* is unsafe, unlawful or, because of the degree to which the *structure* is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks *ventilation*, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the *structure* constitutes a hazard to the *occupants* of the *structure* or to the public.

111.1.4 Unlawful structure. An unlawful *structure* is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

111.1.5 Dangerous structure or premises. For the purpose of this code, any *structure* or *premises* that has any or all of the conditions or defects described as follows shall be considered to be dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the *approved* building or fire code of the jurisdiction

- as related to the requirements for existing buildings.
2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
 3. Any portion of a building, *structure* or appurtenance that has been damaged by fire, earthquake, wind, flood, *deterioration, neglect*, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become *detached* or dislodged.
 4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so *anchored*, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
 5. The building or *structure*, or part of the building or *structure*, because of dilapidation, *deterioration*, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or *structure* is likely to fail or give way.
 6. The building or *structure*, or any portion thereof, is clearly unsafe for its use and *occupancy*.
 7. The building or *structure* is *neglected*, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or *structure* to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or *structure* for committing a nuisance or an unlawful act.
 8. Any building or *structure* has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or *structure* provided by the *approved* building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
 9. A building or *structure*, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, *ventilation*, mechanical or plumbing system, or otherwise, is determined by the *code official* to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
 10. Any building or *structure*, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing

system or other cause, is determined by the *code official* to be a threat to life or health.

11. Any portion of a building remains on a site after the demolition or destruction of the building or *structure* or whenever any building or *structure* is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

111.2 Closing of vacant structures. If the *structure* is vacant and unfit for human habitation and *occupancy*, and is not in danger of structural collapse, the *code official* is authorized to post a placard of condemnation on the *premises* and order the *structure* closed up so as not to be an attractive nuisance. Upon failure of the *owner* or *owner's* authorized agent to close up the *premises* within the time specified in the order, the *code official* shall cause the *premises* to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the *structure* is located and shall be a lien upon such real estate and shall be collected by any other legal resource.

111.2.1 Authority to disconnect service utilities. The *code official* shall have the authority to authorize disconnection of utility service to the building, *structure* or system regulated by this code and the referenced codes and standards set forth in Section 102.8 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without approval. The *code official* shall notify the serving utility and, whenever possible, the *owner* or *owner's* authorized agent and *occupant* of the building, *structure* or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the *owner*, *owner's* authorized agent or *occupant* of the building *structure* or service system shall be notified in writing as soon as practical thereafter.

111.3 Record. The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the *occupancy* of the *structure* and the nature of the unsafe condition.

111.4 Notice. Whenever the *code official* determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 111.4.1 and 111.4.2 to the owner or the owner's authorized agent, for the violation as specified in this code. Notices for condemnation procedures shall comply with this section.

111.4.1 Form. Such notice shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the *dwelling unit* or *structure* into compliance with the provisions of this code.

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5. Inform the property *owner* or *owner's* authorized agent of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 109.3.

111.4.2 Method of service. Such notice shall be deemed to be properly served where a copy thereof is served in accordance with one of the following methods:

1. A copy is delivered personally.
2. A copy is sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested.
3. A copy is delivered in any other manner as prescribed by local law.

If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

111.5 Unauthorized tampering. Signs, tags or seals posted or affixed by the *code official* shall not be mutilated, destroyed or tampered with, or removed without authorization from the *code official*.

111.6 Transfer of ownership. It shall be unlawful for the *owner* of any *dwelling unit* or *structure* who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such *dwelling unit* or *structure* to another until the provisions of the compliance order or notice of violation have been complied with, or until such *owner* or the *owner's* authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the *code official* and shall furnish to the *code official* a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

111.7 Placarding. Upon failure of the *owner*, *owner's* authorized agent or person responsible to comply with the notice provisions within the time given, the *code official* shall post on the *premises* or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the *premises*, operating the equipment or removing the placard. Such notice shall be posted in a conspicuous place in or about the structure affected by such notice. If the notice pertains to equipment, it shall be placed on the condemned equipment.

111.7.1 Placard removal. The *code official* shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the *code official* shall be subject to the penalties provided by this code.

111.8 Prohibited occupancy. Any occupied *structure condemned* and placarded by the *code official* shall be vacated as ordered by the *code official*. Any person who shall occupy a placarded *premises* or shall operate placarded equipment, and any *owner* or *owner's* authorized agent who shall let anyone occupy a placarded *premises* or operate placarded equipment shall be liable for the penalties provided by this code.

111.9 Restoration or abatement. The structure or equipment determined to be unsafe by the *code official* is permitted to be restored to a safe condition. The *owner*, *owner's* authorized agent, *operator* or *occupant* of a structure, *premises* or equipment deemed unsafe by the *code official* shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action. To the extent that repairs, alterations, or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions, or change of occupancy shall comply with the requirements of the *International Existing Building Code*.

SECTION 112 EMERGENCY MEASURES

112.1 Imminent danger. When, in the opinion of the *code official*, there is *imminent danger* of failure or collapse of a building or *structure* that endangers life, or when any *structure* or part of a *structure* has fallen and life is endangered by the occupation of the *structure*, or when there is actual or potential danger to the building *occupants* or those in the proximity of any *structure* because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the *code official* is hereby authorized and empowered to order and require the *occupants* to vacate the *premises* forthwith. The *code official* shall cause to be posted at each entrance to such *structure* a notice reading as follows: "This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official." It shall be unlawful for any person to enter such *structure* except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

112.2 Temporary safeguards. Notwithstanding other provisions of this code, whenever, in the opinion of the *code official*, there is *imminent danger* due to an unsafe condition, the *code official* shall order the necessary work to be done, including the boarding up of openings, to render such *structure* temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the *code official* deems necessary to meet such emergency.

112.3 Closing streets. When necessary for public safety, the *code official* shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, *public ways* and places adjacent to unsafe structures, and prohibit the same from being utilized.

112.4 Emergency repairs. For the purposes of this section, the *code official* shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

112.5 Costs of emergency repairs. Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the *owner* of the *premises* or *owner's* authorized agent where the unsafe *structure* is or was located for the recovery of such costs.

112.6 Hearing. Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

SECTION 113 DEMOLITION

113.1 General. The *code official* shall order the *owner* or *owner's* authorized agent of any *premises* upon which is located any *structure*, which in the *code official's* or *owner's* authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or *occupancy*, and such that it is unreasonable to repair the *structure*, to demolish and remove such *structure*; or if such *structure* is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the *owner's* option; or where there has been a cessation of normal construction of any *structure* for a period of more than two years, the *code official* shall order the *owner* or *owner's* authorized agent to demolish and remove such *structure*, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless *approved* by the building official.

113.2 Notices and orders. Notices and orders shall comply with Section 111.4.

113.3 Failure to comply. If the *owner* of a *premises* or *owner's* authorized agent fails to comply with a demolition order within the time prescribed, the *code official* shall cause the *structure* to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the *structure* is located and shall be a lien upon such real estate.

113.4 Salvage materials. Where any *structure* has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

CHAPTER 2

DEFINITIONS

User note:

About this chapter: Codes, by their very nature, are technical documents. Every word, term and punctuation mark can add to or change the meaning of a technical requirement. It is necessary to maintain a consensus on the specific meaning of each term contained in the code. Chapter 2 performs this function by stating clearly what specific terms mean for the purpose of the code.

SECTION 201 GENERAL

201.1 Scope. Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the *International Building Code*, *International Existing Building Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Plumbing Code*, *International Residential Code*, *International Zoning Code* or *NFPA 70*, such terms shall have the meanings ascribed to them as stated in those codes.

Exception: When used within this code, the terms unsafe and dangerous shall have only the meanings ascribed to them in this code and shall not have the meanings ascribed to them by the International Existing Building Code.

201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

201.5 Parts. Whenever the words “*dwelling unit*,” “*dwelling*,” “*premises*,” “*building*,” “*rooming house*,” “*rooming unit*,” “*housekeeping unit*” or “*story*” are stated in this code, they shall be construed as though they were followed by the words “or any part thereof.”

SECTION 202 GENERAL DEFINITIONS

ANCHORED. Secured in a manner that provides positive connection.

[A] APPROVED. Acceptable to the *code official*.

BASEMENT. That portion of a building that is partly or completely below grade.

BATHROOM. A room containing plumbing fixtures including a bathtub or shower.

BEDROOM. Any room or space used or intended to be used for sleeping purposes in either a dwelling or *sleeping unit*.

[A] CODE OFFICIAL. The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

CONDEMN. To adjudge unfit for *occupancy*.

COST OF SUCH DEMOLITION OR EMERGENCY REPAIRS. The costs shall include the actual costs of the demolition or repair of the *structure* less revenues obtained if salvage was conducted prior to demolition or repair. Costs shall include, but not be limited to, expenses incurred or necessitated related to demolition or emergency repairs, such as asbestos survey and abatement if necessary; costs of inspectors, testing agencies or experts retained relative to the demolition or emergency repairs; costs of testing; surveys for other materials that are controlled or regulated from being dumped in a landfill; title searches; mailing(s); postings; recording; and attorney fees expended for recovering of the cost of emergency repairs or to obtain or enforce an order of demolition made by a *code official*, the governing body or board of appeals.

DETACHED. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

DETERIORATION. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

[A] DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

[Z] EASEMENT. That portion of land or property reserved for present or future use by a person or agency other than the legal fee *owner(s)* of the property. The *easement* shall be permitted to be for use under, on or above said lot or lots.

EMERGENCY ESCAPE AND RESCUE OPENING. An operable exterior window, door or other similar device that provides for a means of escape and access for rescue in the event of an emergency.

EQUIPMENT SUPPORT. Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the *structure*.

EXTERIOR PROPERTY. The open space on the *premises* and on adjoining property under the control of *owners* or *operators* of such *premises*.

DEFINITIONS

GARBAGE. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

[BE] GUARD. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

[BG] HABITABLE SPACE. Space in a *structure* for living, sleeping, eating or cooking. *Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.*

[A] HISTORIC BUILDING. Any building or *structure* that is one or more of the following:

1. Listed or certified as eligible for listing, by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, in the National Register of Historic Places.
2. Designated as historic under an applicable state or local law.
3. Certified as a contributing resource within a National Register or state or locally designated historic district.

HOUSEKEEPING UNIT. A room or group of rooms forming a single *habitable space* equipped and intended to be used for living, sleeping, cooking and eating that does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

IMMINENT DANGER. A condition that could cause serious or life-threatening injury or death at any time.

INFESTATION. The presence, within or contiguous to, a *structure* or *premises* of insects, rodents, vermin or other pests.

INOPERABLE MOTOR VEHICLE. A vehicle that cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

[A] LABELED. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, *approved* agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

LET FOR OCCUPANCY or LET. To permit, provide or offer possession or *occupancy* of a dwelling, *dwelling unit, rooming unit, building, premise or structure* by a person who is or is not the legal *owner* of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

NEGLECT. The lack of proper maintenance for a building or *structure*.

[A] OCCUPANCY. The purpose for which a building or portion thereof is utilized or occupied.

OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building.

OPENABLE AREA. That part of a window, skylight or door which is available for unobstructed *ventilation* and which opens directly to the outdoors.

OPERATOR. Any person who has charge, care or control of a *structure* or *premises* that is let or offered for *occupancy*.

[A] OWNER. Any person, agent, *operator, firm* or corporation having legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

[A] PERSON. An individual, corporation, partnership or any other group acting as a unit.

PEST ELIMINATION. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other *approved pest elimination* methods.

[A] PREMISES. A lot, plot or parcel of land, *easement or public way, including any structures thereon.*

[A] PUBLIC WAY. Any street, alley or other parcel of land that: is open to the outside air; leads to a street; has been deeded, dedicated or otherwise permanently appropriated to the public for public use; and has a clear width and height of not less than 10 feet (3048 mm).

ROOMING HOUSE. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, *yard* trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

[A] SLEEPING UNIT. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a *dwelling unit* are not *sleeping units*.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

[A] STRUCTURE. That which is built or constructed.

DEFINITIONS

TENANT. A person, corporation, partnership or group, whether or not the legal *owner* of record, occupying a building or portion thereof as a unit.

TOILET ROOM. A room containing a water closet or urinal but not a bathtub or shower.

ULTIMATE DEFORMATION. The deformation at which failure occurs and that shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

[M] VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

[Z] YARD. An open space on the same lot with a *structure*.

CHAPTER 3

GENERAL REQUIREMENTS

User note:

About this chapter: Chapter 3 is broad in scope and includes a variety of requirements for the maintenance of exterior property areas, as well as the interior and exterior elements of the structure, that are intended to maintain a minimum level of safety and sanitation for both the general public and the occupants of a structure, and to maintain a building's structural and weather-resistance performance. Specifically, Chapter 3 contains criteria for the maintenance of building components; vacant structures and land; the safety, sanitation and appearance of the interior and exterior of structures and all exterior property areas; accessory structures; extermination of insects and rodents; access barriers to swimming pools, spas and hot tubs; vehicle storage and owner/occupant responsibilities.

SECTION 301 GENERAL

301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and *exterior property*.

301.2 Responsibility. The *owner* of the *premises* shall maintain the structures and *exterior property* in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as *owner-occupant* or permit another person to occupy *premises* that are not in a sanitary and safe condition and that do not comply with the requirements of this chapter. *Occupants* of a *dwelling unit*, *rooming unit* or *housekeeping unit* are responsible for keeping in a clean, sanitary and safe condition that part of the *dwelling unit*, *rooming unit*, *housekeeping unit* or *premises* they occupy and control.

301.3 Vacant structures and land. Vacant structures and *premises* thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 302 EXTERIOR PROPERTY AREAS

302.1 Sanitation. *Exterior property* and *premises* shall be maintained in a clean, safe and sanitary condition. The *occupant* shall keep that part of the *exterior property* that such *occupant* occupies or controls in a clean and sanitary condition.

302.2 Grading and drainage. *Premises* shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any *structure* located thereon.

Exception: *Approved* retention areas and reservoirs.

302.3 Sidewalks and driveways. Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

302.4 Weeds. *Premises* and *exterior property* shall be maintained free from weeds or plant growth in excess of [JURISDICTION TO INSERT HEIGHT IN INCHES]. Noxious

weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the *owner* or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 108.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the *owner* or agent responsible for the property.

302.5 Rodent harborage. Structures and *exterior property* shall be kept free from rodent harborage and *infestation*. Where rodents are found, they shall be promptly exterminated by *approved* processes that will not be injurious to human health. After *pest elimination*, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.6 Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly on abutting or adjacent public or private property or that of another *tenant*.

302.7 Accessory structures. Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

302.8 Motor vehicles. Except as provided for in other regulations, inoperative or unlicensed motor vehicles shall not be parked, kept or stored on any *premises*, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an *approved* spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a *structure* or similarly enclosed area designed and *approved* for such purposes.

302.9 Defacement of property. A person shall not willfully or wantonly damage, mutilate or deface any exterior surface

GENERAL REQUIREMENTS

of any *structure* or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the *owner* to restore said surface to an *approved* state of maintenance and repair.

SECTION 303 SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

303.2 Enclosures. Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier not less than 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. An existing pool enclosure shall not be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exception: Spas or hot tubs with a safety cover that complies with ASTM F1346 shall be exempt from the provisions of this section.

SECTION 304 EXTERIOR STRUCTURE

304.1 General. The exterior of a *structure* shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
2. The *anchorage* of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
3. Structures or components thereof that have reached their limit state.
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
5. Structural members that have evidence of *deterioration* or that are not capable of safely supporting all nominal loads and load effects.
6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects.
7. Exterior walls that are not *anchored* to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects.
8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of *deterioration*, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of *deterioration* or fatigue, are not properly *anchored* or are incapable of supporting all nominal loads and resisting all load effects.
10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects.
11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects.
12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including *guards* and handrails, are not structurally sound, not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects.
13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly *anchored*, or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. Where substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted where *approved* by the *code official*.

304.2 Protective treatment. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treat-

ment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

[F] 304.3 Premises identification. Buildings shall have *approved* address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be not less than 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).

304.4 Structural members. Structural members shall be maintained free from *deterioration*, and shall be capable of safely supporting the imposed dead and live loads.

304.5 Foundation walls. Foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

304.6 Exterior walls. Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent *deterioration*.

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or *deterioration* in the walls or interior portion of the *structure*. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.8 Decorative features. Cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper *anchorage* and in a safe condition.

304.9 Overhang extensions. Overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly *anchored* so as to be kept in a sound condition. Where required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.10 Stairways, decks, porches and balconies. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper *anchorage* and capable of supporting the imposed loads.

304.11 Chimneys and towers. Chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. Exposed

surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.12 Handrails and guards. Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.1 Glazing. Glazing materials shall be maintained free from cracks and holes.

304.13.2 Openable windows. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

304.14 Insect screens. During the period from [DATE] to [DATE], every door, window and other outside opening required for *ventilation* of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with *approved* tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other *approved* means, such as air curtains or insect repellent fans, are employed.

304.15 Doors. Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to *dwelling units* and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

304.16 Basement hatchways. Every *basement* hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

304.17 Guards for basement windows. Every *basement* window that is openable shall be supplied with rodent shields, storm windows or other *approved* protection against the entry of rodents.

304.18 Building security. Doors, windows or hatchways for *dwelling units*, room units or *housekeeping units* shall be provided with devices designed to provide security for the *occupants* and property within.

304.18.1 Doors. Doors providing access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a minimum lock throw of 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

GENERAL REQUIREMENTS

304.18.2 Windows. Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a *dwelling unit, rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a window sash locking device.

304.18.3 Basement hatchways. *Basement* hatchways that provide access to a *dwelling unit, rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

304.19 Gates. Exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.

SECTION 305 INTERIOR STRUCTURE

305.1 General. The interior of a *structure* and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. *Occupants* shall keep that part of the *structure* that they occupy or control in a clean and sanitary condition. Every *owner* of a *structure* containing a *rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units* or two or more nonresidential *occupancies*, shall maintain, in a clean and sanitary condition, the shared or public areas of the *structure* and *exterior property*.

305.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
3. Structures or components thereof that have reached their limit state.
4. Structural members are incapable of supporting nominal loads and load effects.
5. Stairs, landings, balconies and all similar walking surfaces, including *guards* and handrails, are not structurally sound, not properly *anchored* or are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects.
6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. Where substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted where *approved* by the *code official*.

305.2 Structural members. Structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

305.3 Interior surfaces. Interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.4 Stairs and walking surfaces. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

305.5 Handrails and guards. Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

305.6 Interior doors. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jamb, headers or tracks as intended by the manufacturer of the attachment hardware.

SECTION 306 COMPONENT SERVICEABILITY

306.1 General. The components of a *structure* and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

306.1.1 Unsafe conditions. Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. Soils that have been subjected to any of the following conditions:
 - 1.1. Collapse of footing or foundation system.
 - 1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion.
 - 1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil.
 - 1.4. Inadequate soil as determined by a geotechnical investigation.
 - 1.5. Where the allowable bearing capacity of the soil is in doubt.

- 1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.
2. Concrete that has been subjected to any of the following conditions:
 - 2.1. *Deterioration.*
 - 2.2. *Ultimate deformation.*
 - 2.3. Fractures.
 - 2.4. Fissures.
 - 2.5. Spalling.
 - 2.6. Exposed reinforcement.
 - 2.7. *Detached*, dislodged or failing connections.
3. Aluminum that has been subjected to any of the following conditions:
 - 3.1. *Deterioration.*
 - 3.2. Corrosion.
 - 3.3. Elastic deformation.
 - 3.4. *Ultimate deformation.*
 - 3.5. Stress or strain cracks.
 - 3.6. Joint fatigue.
 - 3.7. *Detached*, dislodged or failing connections.
4. Masonry that has been subjected to any of the following conditions:
 - 4.1. *Deterioration.*
 - 4.2. *Ultimate deformation.*
 - 4.3. Fractures in masonry or mortar joints.
 - 4.4. Fissures in masonry or mortar joints.
 - 4.5. Spalling.
 - 4.6. Exposed reinforcement.
 - 4.7. *Detached*, dislodged or failing connections.
5. Steel that has been subjected to any of the following conditions:
 - 5.1. *Deterioration.*
 - 5.2. Elastic deformation.
 - 5.3. *Ultimate deformation.*
 - 5.4. Metal fatigue.
 - 5.5. *Detached*, dislodged or failing connections.
6. Wood that has been subjected to any of the following conditions:
 - 6.1. Ultimate deformation.
 - 6.2. Deterioration.
 - 6.3. Damage from insects, rodents and other vermin.
 - 6.4. Fire damage beyond charring.
 - 6.5. Significant splits and checks.
 - 6.6. Horizontal shear cracks.
 - 6.7. Vertical shear cracks.
 - 6.8. Inadequate support.
 - 6.9. *Detached*, dislodged or failing connections.

- 6.10. Excessive cutting and notching.

Exceptions:

1. Where substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted where *approved* by the *code official*.

SECTION 307 HANDRAILS AND GUARDRAILS

307.1 General. Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface that is more than 30 inches (762 mm) above the floor or grade below shall have *guards*. Handrails shall be not less than 30 inches (762 mm) in height or more than 42 inches (1067 mm) in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. *Guards* shall be not less than 30 inches (762 mm) in height above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

Exception: *Guards* shall not be required where exempted by the adopted building code.

SECTION 308 RUBBISH AND GARBAGE

308.1 Accumulation of rubbish or garbage. *Exterior property and premises*, and the interior of every *structure*, shall be free from any accumulation of *rubbish* or garbage.

308.2 Disposal of rubbish. Every *occupant* of a *structure* shall dispose of all *rubbish* in a clean and sanitary manner by placing such *rubbish* in *approved* containers.

308.2.1 Rubbish storage facilities. The *owner* of every occupied *premises* shall supply *approved* covered containers for *rubbish*, and the *owner* of the *premises* shall be responsible for the removal of *rubbish*.

308.2.2 Refrigerators. Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on *premises* without first removing the doors.

308.3 Disposal of garbage. Every *occupant* of a *structure* shall dispose of garbage in a clean and sanitary manner by placing such garbage in an *approved* garbage disposal facility or *approved* garbage containers.

308.3.1 Garbage facilities. The *owner* of every dwelling shall supply one of the following: an *approved* mechanical food waste grinder in each *dwelling unit*; an *approved* incinerator unit in the *structure* available to the *occupants* in each *dwelling unit*; or an *approved* leakproof, covered, outside garbage container.

308.3.2 Containers. The *operator* of every establishment producing garbage shall provide, and at all times cause to be utilized, *approved* leakproof containers provided with close-fitting covers for the storage of such materials until removed from the *premises* for disposal.

GENERAL REQUIREMENTS

SECTION 309 PEST ELIMINATION

309.1 Infestation. Structures shall be kept free from insect and rodent *infestation*. Structures in which insects or rodents are found shall be promptly exterminated by *approved* processes that will not be injurious to human health. After *pest elimination*, proper precautions shall be taken to prevent reinfestation.

309.2 Owner. The *owner* of any *structure* shall be responsible for *pest elimination* within the *structure* prior to renting or leasing the *structure*.

309.3 Single occupant. The *occupant* of a one-family dwelling or of a *single-tenant* nonresidential *structure* shall be responsible for *pest elimination* on the *premises*.

309.4 Multiple occupancy. The *owner* of a *structure* containing two or more *dwelling units*, a *multiple occupancy*, a *rooming house* or a nonresidential *structure* shall be responsible for *pest elimination* in the public or shared areas of the *structure* and *exterior property*. If *infestation* is caused by failure of an *occupant* to prevent such *infestation* in the area occupied, the *occupant* and *owner* shall be responsible for *pest elimination*.

309.5 Occupant. The *occupant* of any *structure* shall be responsible for the continued rodent and pest-free condition of the *structure*.

Exception: Where the *infestations* are caused by defects in the *structure*, the *owner* shall be responsible for *pest elimination*.

CHAPTER 4

LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

User note:

About this chapter: Chapter 4 sets forth requirements to establish the minimum environment for occupiable and habitable buildings by establishing the minimum criteria for light and ventilation and identifying occupancy limitations including minimum room width and area, minimum ceiling height and restrictions to prevent overcrowding.

SECTION 401 GENERAL

401.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for light, *ventilation* and space for occupying a *structure*.

401.2 Responsibility. The *owner* of the *structure* shall provide and maintain light, *ventilation* and space conditions in compliance with these requirements. A person shall not occupy as *owner-occupant*, or permit another person to occupy, any *premises* that do not comply with the requirements of this chapter.

401.3 Alternative devices. In lieu of the means for natural light and *ventilation* herein prescribed, artificial light or mechanical *ventilation* complying with the *International Building Code* shall be permitted.

SECTION 402 LIGHT

402.1 Habitable spaces. Every *habitable space* shall have not less than one window of *approved* size facing directly to the outdoors or to a court. The minimum total glazed area for every *habitable space* shall be 8 percent of the floor area of such room. Wherever walls or other portions of a *structure* face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, or not less than 25 square feet (2.33 m²), whichever is greater. The exterior glazing area shall be based on the total floor area being served.

402.2 Common halls and stairways. Every common hall and stairway in residential *occupancies*, other than in one- and two-family dwellings, shall be lighted at all times with not less than a 60-watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, interior and exterior means of egress, stairways shall be illuminated at all times the building space served by

the means of egress is occupied with not less than 1 foot-candle (11 lux) at floors, landings and treads.

402.3 Other spaces. Other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe *occupancy* of the space and utilization of the appliances, equipment and fixtures.

SECTION 403 VENTILATION

403.1 Habitable spaces. Every *habitable space* shall have not less than one openable window. The total openable area of the window in every room shall be equal to not less than 45 percent of the minimum glazed area required in Section 402.1.

Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The *ventilation* openings to the outdoors shall be based on a total floor area being ventilated.

403.2 Bathrooms and toilet rooms. Every *bathroom* and *toilet room* shall comply with the *ventilation* requirements for *habitable spaces* as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical *ventilation* system. Air exhausted by a mechanical *ventilation* system from a *bathroom* or *toilet room* shall discharge to the outdoors and shall not be recirculated.

403.3 Cooking facilities. Unless *approved* through the certificate of *occupancy*, cooking shall not be permitted in any *rooming unit* or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the *rooming unit* or dormitory unit.

Exceptions:

1. Where specifically *approved* in writing by the *code official*.
2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

403.4 Process ventilation. Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust *ventilation* system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

403.5 Clothes dryer exhaust. Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted outside the *structure* in accordance with the manufacturer's instructions.

Exception: Listed and *labeled* condensing (ductless) clothes dryers.

SECTION 404 OCCUPANCY LIMITATIONS

404.1 Privacy. *Dwelling units*, hotel units, *housekeeping units*, *rooming units* and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

404.2 Minimum room widths. A habitable room, other than a kitchen, shall be not less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a minimum clear passage-way of 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.

404.3 Minimum ceiling heights. *Habitable spaces*, hallways, corridors, laundry areas, *bathrooms*, *toilet rooms* and habitable *basement* areas shall have a minimum clear ceiling height of 7 feet (2134 mm).

Exceptions:

1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not greater than 6 inches (152 mm) below the required ceiling height.
2. *Basement* rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a minimum ceiling height of 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.

404.4 Bedroom and living room requirements. Every *bedroom* and living room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

404.4.1 Room area. Every living room shall contain not less than 120 square feet (11.2 m²) and every bedroom shall contain not less than 70 square feet (6.5 m²) and every bedroom occupied by more than one person shall contain not less than 50 square feet (4.6 m²) of floor area for each *occupant* thereof.

404.4.2 Access from bedrooms. *Bedrooms* shall not constitute the only means of access to other *bedrooms* or *habitable spaces* and shall not serve as the only means of egress from other *habitable spaces*.

Exception: Units that contain fewer than two *bedrooms*.

404.4.3 Water closet accessibility. Every *bedroom* shall have access to not less than one water closet and one lavatory without passing through another *bedroom*. Every *bedroom* in a *dwelling unit* shall have access to not less than one water closet and lavatory located in the same story as the *bedroom* or an adjacent story.

404.4.4 Prohibited occupancy. Kitchens and nonhabitable spaces shall not be used for sleeping purposes.

404.4.5 Other requirements. *Bedrooms* shall comply with the applicable provisions of this code including, but not limited to, the light, *ventilation*, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Chapter 5; the heating facilities and electrical receptacle requirements of Chapter 6; and the smoke detector and emergency escape requirements of Chapter 7.

404.5 Overcrowding. *Dwelling units* shall not be occupied by more *occupants* than permitted by the minimum area requirements of Table 404.5.

TABLE 404.5
MINIMUM AREA REQUIREMENTS

SPACE	MINIMUM AREA IN SQUARE FEET		
	1-2 occupants	3-5 occupants	6 or more occupants
Living room ^{a, b}	120	120	150
Dining room ^{a, b}	No requirement	80	100
Bedrooms	Shall comply with Section 404.4.1		

For SI: 1 square foot = 0.0929 m².

a. See Section 404.5.2 for combined living room/dining room spaces.

b. See Section 404.5.1 for limitations on determining the minimum occupancy area for sleeping purposes.

404.5.1 Sleeping area. The minimum occupancy area required by Table 404.5 shall not be included as a sleeping area in determining the minimum occupancy area for sleeping purposes. Sleeping areas shall comply with Section 404.4.

404.5.2 Combined spaces. Combined living room and dining room spaces shall comply with the requirements of Table 404.5 if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.

404.6 Efficiency unit. Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

1. A unit occupied by not more than one *occupant* shall have a minimum clear floor area of 120 square feet (11.2 m²). A unit occupied by not more than two *occupants* shall have a minimum clear floor area of 220 square feet (20.4 m²). A unit occupied by three *occupants* shall have a minimum clear floor area of 320 square feet (29.7 m²). These required areas shall be exclusive of the areas required by Items 2 and 3.
2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a minimum clear working space of 30 inches

(762 mm) in front. Light and *ventilation* conforming to this code shall be provided.

3. The unit shall be provided with a separate *bathroom* containing a water closet, lavatory and bathtub or shower.
4. The maximum number of *occupants* shall be three.

404.7 Food preparation. Spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

CHAPTER 5

PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

User note:

About this chapter: Chapter 5 establishes minimum sanitary and clean conditions in occupied buildings by containing requirements for the installation, maintenance and location of plumbing systems and facilities, including the water supply system, water heating appliances, sewage disposal systems and related plumbing fixtures. Chapter 5 includes requirements for providing potable water to a building and the basic fixtures to effectively utilize and dispose of that water.

SECTION 501 GENERAL

501.1 Scope. The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

501.2 Responsibility. The *owner* of the *structure* shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *structure* or *premises* that does not comply with the requirements of this chapter.

SECTION 502 REQUIRED FACILITIES

[P] 502.1 Dwelling units. Every *dwelling unit* shall contain its own bathtub or shower, lavatory, water closet and kitchen sink that shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

[P] 502.2 Rooming houses. Not less than one water closet, lavatory and bathtub or shower shall be supplied for each four *rooming units*.

[P] 502.3 Hotels. Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each 10 *occupants*.

[P] 502.4 Employees' facilities. Not less than one water closet, one lavatory and one drinking facility shall be available to employees.

[P] 502.4.1 Drinking facilities. Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in *toilet rooms* or *bathrooms*.

[P] 502.5 Public toilet facilities. Public toilet facilities shall be maintained in a safe, sanitary and working condition in accordance with the *International Plumbing Code*. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during *occupancy* of the *premises*.

SECTION 503 TOILET ROOMS

[P] 503.1 Privacy. *Toilet rooms* and *bathrooms* shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared *bathrooms* and *toilet rooms* in a multiple dwelling.

[P] 503.2 Location. *Toilet rooms* and *bathrooms* serving hotel units, *rooming units* or dormitory units or *housekeeping units*, shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

[P] 503.3 Location of employee toilet facilities. Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

Exception: Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.

[P] 503.4 Floor surface. In other than *dwelling units*, every *toilet room* floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

SECTION 504 PLUMBING SYSTEMS AND FIXTURES

[P] 504.1 General. Plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. Plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

[P] 504.2 Fixture clearances. Plumbing fixtures shall have adequate clearances for usage and cleaning.

[P] 504.3 Plumbing system hazards. Where it is found that a plumbing system in a *structure* constitutes a hazard to the *occupants* or the *structure* by reason of inadequate service,

PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

inadequate venting, cross connection, backsiphonage, improper installation, *deterioration* or damage or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

SECTION 505 WATER SYSTEM

505.1 General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an *approved* private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the *International Plumbing Code*.

[P] 505.2 Contamination. The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an *approved* atmospheric-type vacuum breaker or an *approved* permanently attached hose connection vacuum breaker.

[P] 505.3 Supply. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

[P] 505.4 Water heating facilities. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature not less than 110°F (43°C). A gas-burning water heater shall not be located in any *bathroom, toilet room, bedroom* or other occupied room normally kept closed, unless adequate combustion air is provided. An *approved* combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

[P] 505.5 Nonpotable water reuse systems. Nonpotable water reuse systems and rainwater collection and conveyance systems shall be maintained in a safe and sanitary condition. Where such systems are not properly maintained, the systems shall be repaired to provide for safe and sanitary conditions, or the system shall be abandoned in accordance with Section 505.5.1.

[P] 505.5.1 Abandonment of systems. Where a nonpotable water reuse system or a rainwater collection and distribution system is not maintained or the *owner* ceases use of the system, the system shall be abandoned in accordance with Section 1301.10 of the *International Plumbing Code*.

SECTION 506 SANITARY DRAINAGE SYSTEM

[P] 506.1 General. Plumbing fixtures shall be properly connected to either a public sewer system or to an *approved* private sewage disposal system.

[P] 506.2 Maintenance. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

[P] 506.3 Grease interceptors. Grease interceptors and automatic grease removal devices shall be maintained in accordance with this code and the manufacturer's installation instructions. Grease interceptors and automatic grease removal devices shall be regularly serviced and cleaned to prevent the discharge of oil, grease, and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes. Records of maintenance, cleaning and repairs shall be available for inspection by the *code official*.

SECTION 507 STORM DRAINAGE

[P] 507.1 General. Drainage of roofs and paved areas, *yards* and courts, and other open areas on the *premises* shall not be discharged in a manner that creates a public nuisance.

CHAPTER 6

MECHANICAL AND ELECTRICAL REQUIREMENTS

User note:

About this chapter: Chapter 6 establishes minimum performance requirements for heating, electrical and mechanical facilities serving existing structures, such as heating and air-conditioning equipment, appliances and their supporting systems; water heating equipment, appliances and systems; cooking equipment and appliances; ventilation and exhaust equipment; gas and liquid fuel distribution piping and components; fireplaces and solid fuel-burning appliances; chimneys and vents; electrical services; lighting fixtures; electrical receptacle outlets; electrical distribution system equipment, devices and wiring; and elevators, escalators and dumbwaiters.

SECTION 601 GENERAL

601.1 Scope. The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

601.2 Responsibility. The *owner* of the *structure* shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* that does not comply with the requirements of this chapter.

SECTION 602 HEATING FACILITIES

602.1 Facilities required. Heating facilities shall be provided in structures as required by this section.

602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms* based on the winter outdoor design temperature for the locality indicated in Appendix D of the *International Plumbing Code*. Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide required heating. The installation of one or more portable space heaters shall not be used to achieve compliance with this section.

Exception: In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.3 Heat supply. Every *owner* and *operator* of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the *occupants* thereof shall supply heat during the period from [DATE] to [DATE] to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms*.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter

outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.

2. In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from [DATE] to [DATE] to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

602.5 Room temperature measurement. The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

SECTION 603 MECHANICAL EQUIPMENT

603.1 Mechanical equipment and appliances. Mechanical equipment, appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

603.2 Removal of combustion products. Fuel-burning equipment and appliances shall be connected to an *approved* chimney or vent.

Exception: Fuel-burning equipment and appliances that are *labeled* for unvented operation.

603.3 Clearances. Required clearances to combustible materials shall be maintained.

603.4 Safety controls. Safety controls for fuel-burning equipment shall be maintained in effective operation.

603.5 Combustion air. A supply of air for complete combustion of the fuel and for *ventilation* of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

MECHANICAL AND ELECTRICAL REQUIREMENTS

603.6 Energy conservation devices. Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless *labeled* for such purpose and the installation is specifically *approved*.

SECTION 604 ELECTRICAL FACILITIES

604.1 Facilities required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. *Dwelling units* shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 60 amperes.

604.3 Electrical system hazards. Where it is found that the electrical system in a *structure* constitutes a hazard to the *occupants* or the *structure* by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, *deterioration* or damage, or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

604.3.1 Abatement of electrical hazards associated with water exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.

604.3.1.1 Electrical equipment. Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the *International Building Code*.

Exception: The following equipment shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement:

1. Enclosed switches, rated not more than 600 volts or less.
2. Busway, rated not more than 600 volts.
3. Panelboards, rated not more than 600 volts.
4. Switchboards, rated not more than 600 volts.
5. Fire pump controllers, rated not more than 600 volts.
6. Manual and magnetic motor controllers.
7. Motor control centers.

8. Alternating current high-voltage circuit breakers.
9. Low-voltage power circuit breakers.
10. Protective relays, meters and current transformers.
11. Low- and medium-voltage switchgear.
12. Liquid-filled transformers.
13. Cast-resin transformers.
14. Wire or cable that is suitable for wet locations and whose ends have not been exposed to water.
15. Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have not been exposed to water.
16. Luminaires that are listed as submersible.
17. Motors.
18. Electronic control, signaling and communication equipment.

604.3.2 Abatement of electrical hazards associated with fire exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to fire.

604.3.2.1 Electrical equipment. Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits, that have been exposed to fire, shall be replaced in accordance with the provisions of the *International Building Code*.

Exception: Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

SECTION 605 ELECTRICAL EQUIPMENT

605.1 Installation. Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and *approved* manner.

605.2 Receptacles. Every *habitable space* in a dwelling shall contain not less than two separate and remote receptacle outlets. Every laundry area shall contain not less than one grounding-type receptacle or a receptacle with a ground fault circuit interrupter. Every *bathroom* shall contain not less than one receptacle. Any new *bathroom* receptacle outlet shall have ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

605.3 Luminaires. Every public hall, interior stairway, *toilet room*, kitchen, *bathroom*, laundry room, boiler room and furnace room shall contain not less than one electric luminaire. Pool and spa luminaires over 15 V shall have ground fault circuit interrupter protection.

605.4 Wiring. Flexible cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.

SECTION 606 ELEVATORS, ESCALATORS AND DUMBWAITERS

606.1 General. Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A17.1. The most current certificate of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter, be available for public inspection in the office of the building *operator* or be posted in a publicly conspicuous location *approved* by the *code official*. The inspection and tests shall be performed at not less than the periodic intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.

606.2 Elevators. In buildings equipped with passenger elevators, not less than one elevator shall be maintained in operation at all times when the building is occupied.

Exception: Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

SECTION 607 DUCT SYSTEMS

607.1 General. Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.

CHAPTER 7

FIRE SAFETY REQUIREMENTS

User note:

About this chapter: Chapter 7 establishes fire safety requirements for existing structures by providing requirements for means of egress, including path of travel, required egress width, means of egress doors and emergency escape openings, and for the maintenance of fire-resistance-rated assemblies, fire protection systems, and carbon monoxide alarm and detection systems.

SECTION 701 GENERAL

701.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior *premises*, including fire safety facilities and equipment to be provided.

701.2 Responsibility. The *owner* of the *premises* shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* that do not comply with the requirements of this chapter.

SECTION 702 MEANS OF EGRESS

[BE] 702.1 General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or *structure* to the *public way*. Means of egress shall comply with the *International Fire Code*.

[BE] 702.2 Aisles. The required width of aisles in accordance with the *International Fire Code* shall be unobstructed.

[BE] 702.3 Locked doors. Means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *International Building Code*.

[BE] 702.4 Emergency escape and rescue openings. Required emergency escape and rescue openings shall be maintained in accordance with the code in effect at the time of construction, and both of the following:

1. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools.
2. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided that the minimum net clear opening size complies with the code that was in effect at the time of construction and the unit is equipped with smoke alarms installed in accordance with Section 907.2.10 of the *International Building Code*. Such devices shall be releasable or removable from the inside without the use of a key, tool or force greater

than that which is required for normal operation of the escape and rescue opening.

SECTION 703 FIRE-RESISTANCE RATINGS

[BF] 703.1 Fire-resistance-rated assemblies. The provisions of this chapter shall govern maintenance of the materials, systems and assemblies used for structural fire resistance and fire-resistance-rated construction separation of adjacent spaces to safeguard against the spread of fire and smoke within a building and the spread of fire to or from buildings.

[BF] 703.2 Unsafe conditions. Where any components are not maintained and do not function as intended or do not have the fire resistance required by the code under which the building was constructed or altered, such components or portions thereof shall be deemed unsafe conditions in accordance with Section 114.1.1 of the *International Fire Code*. Components or portions thereof determined to be unsafe shall be repaired or replaced to conform to that code under which the building was constructed or altered. Where the condition of components is such that any building, *structure* or portion thereof presents an *imminent danger* to the *occupants* of the building, *structure* or portion thereof, the *fire code official* shall act in accordance with Section 114.2 of the *International Fire Code*.

[BF] 703.3 Maintenance. The required fire-resistance rating of fire-resistance-rated construction, including walls, firestops, shaft enclosures, partitions, smoke barriers, floors, fire-resistive coatings and sprayed fire-resistant materials applied to structural members and joint systems, shall be maintained. Such elements shall be visually inspected annually by the *owner* and repaired, restored or replaced where damaged, altered, breached or penetrated. Records of inspections and repairs shall be maintained. Where concealed, such elements shall not be required to be visually inspected by the *owner* unless the concealed space is accessible by the removal or movement of a panel, access door, ceiling tile or entry to the space. Openings made therein for the passage of pipes, electrical conduit, wires, ducts, air transfer and any other reason shall be protected with *approved* methods capable of resisting the passage of smoke and fire. Openings through fire-resistance-rated assemblies shall be protected by self- or automatic-closing doors of *approved* construction meeting the fire protection requirements for the assembly.

FIRE SAFETY REQUIREMENTS

[BF] 703.3.1 Fire blocking and draft stopping. Required fire blocking and draft stopping in combustible concealed spaces shall be maintained to provide continuity and integrity of the construction.

[BF] 703.3.2 Smoke barriers and smoke partitions. Required smoke barriers and smoke partitions shall be maintained to prevent the passage of smoke. Openings protected with *approved* smoke barrier doors or smoke dampers shall be maintained in accordance with NFPA 105.

[BF] 703.3.3 Fire walls, fire barriers, and fire partitions. Required fire walls, fire barriers and fire partitions shall be maintained to prevent the passage of fire. Openings protected with *approved* doors or fire dampers shall be maintained in accordance with NFPA 80.

[BF] 703.4 Opening protectives. Opening protectives shall be maintained in an operative condition in accordance with NFPA 80. The application of field-applied labels associated with the maintenance of opening protectives shall follow the requirements of the *approved* third-party certification organization accredited for listing the opening protective. Fire doors and smoke barrier doors shall not be blocked or obstructed, or otherwise made inoperable. Fusible links shall be replaced whenever fused or damaged. Fire door assemblies shall not be modified.

[BF] 703.4.1 Signs. Where required by the *code official*, a sign shall be permanently displayed on or near each fire door in letters not less than 1 inch (25 mm) high to read as follows:

1. For doors designed to be kept normally open:
FIRE DOOR – DO NOT BLOCK.
2. For doors designed to be kept normally closed:
FIRE DOOR – KEEP CLOSED.

[BF] 703.4.2 Hold-open devices and closers. Hold-open devices and automatic door closers shall be maintained. During the period that such a device is out of service for repairs, the door it operates shall remain in the closed position.

[BF] 703.4.3 Door operation. Swinging fire doors shall close from the full-open position and latch automatically. The door closer shall exert enough force to close and latch the door from any partially open position.

[BF] 703.5 Ceilings. The hanging and displaying of salable goods and other decorative materials from acoustical ceiling systems that are part of a fire-resistance-rated horizontal assembly shall be prohibited.

[BF] 703.6 Testing. Horizontal and vertical sliding and rolling fire doors shall be inspected and tested annually to confirm operation and full closure. Records of inspections and testing shall be maintained.

[BF] 703.7 Vertical shafts. Interior vertical shafts, including stairways, elevator hoistways and service and utility shafts, which connect two or more stories of a building shall be enclosed or protected as required in Chapter 11 of the *International Fire Code*. New floor openings in existing buildings shall comply with the *International Building Code*.

[BF] 703.8 Opening protective closers. Where openings are required to be protected, opening protectives shall be maintained self-closing or automatic-closing by smoke detection. Existing fusible-link-type automatic door-closing devices shall be replaced if the fusible link rating exceeds 135°F (57°C).

SECTION 704 FIRE PROTECTION SYSTEMS

[F] 704.1 Inspection, testing and maintenance. Fire protection and life safety systems shall be maintained in accordance with the *International Fire Code* in an operative condition at all times, and shall be replaced or repaired where defective.

[F] 704.1.1 Fire protection and life safety systems. Fire protection and life safety systems shall be installed, repaired, operated and maintained in accordance with this code the *International Fire Code* and the *International Building Code*.

[F] 704.1.2 Required fire protection and life safety systems. Fire protection and life safety systems required by this code, the *International Fire Code* or the *International Building Code* shall be installed, repaired, operated, tested and maintained in accordance with this code. A fire protection and life safety system for which a design option, exception or reduction to the provisions of this code, the *International Fire Code* or the *International Building Code* has been granted shall be considered to be a required system.

[F] 704.1.3 Fire protection systems. Fire protection systems shall be inspected, maintained and tested in accordance with the following *International Fire Code* requirements.

1. Automatic sprinkler systems, see Section 903.5.
2. Automatic fire-extinguishing systems protecting commercial cooking systems, see Section 904.13.5.
3. Automatic water mist extinguishing systems, see Section 904.11.
4. Carbon dioxide extinguishing systems, see Section 904.8.
5. Carbon monoxide alarms and carbon monoxide detection systems, see Section 915.6.
6. Clean-agent extinguishing systems, see Section 904.10.
7. Dry-chemical extinguishing systems, see Section 904.6.
8. Fire alarm and fire detection systems, see Section 907.8.
9. Fire department connections, see Sections 912.4 and 912.7.
10. Fire pumps, see Section 913.5.
11. Foam extinguishing systems, see Section 904.7.
12. Halon extinguishing systems, see Section 904.9.

13. Single- and multiple-station smoke alarms, see Section 907.10.
14. Smoke and heat vents and mechanical smoke removal systems, see Section 910.5.
15. Smoke control systems, see Section 909.22.
16. Wet-chemical extinguishing systems, see Section 904.5.

[F] 704.2 Standards. Fire protection systems shall be inspected, tested and maintained in accordance with the referenced standards listed in Table 704.2 and as required in this section.

**TABLE 704.2
FIRE PROTECTION SYSTEM MAINTENANCE STANDARDS**

SYSTEM	STANDARD
Portable fire extinguishers	NFPA 10
Carbon dioxide fire-extinguishing system	NFPA 12
Halon 1301 fire-extinguishing systems	NFPA 12A
Dry-chemical extinguishing systems	NFPA 17
Wet-chemical extinguishing systems	NFPA 17A
Water-based fire protection systems	NFPA 25
Fire alarm systems	NFPA 72
Smoke and heat vents	NFPA 204
Water-mist systems	NFPA 750
Clean-agent extinguishing systems	NFPA 2001

[F] 704.2.1 Records. Records shall be maintained of all system inspections, tests and maintenance required by the referenced standards.

[F] 704.2.2 Records information. Initial records shall include the: name of the installation contractor; type of components installed; manufacturer of the components; location and number of components installed per floor; and manufacturers' operation and maintenance instruction manuals. Such records shall be maintained for the life of the installation.

[F] 704.3 Systems out of service. Where a required fire protection system is out of service, the fire department and the fire *code official* shall be notified immediately and, where required by the fire *code official*, either the building shall be evacuated or an *approved* fire watch shall be provided for all *occupants* left unprotected by the shutdown until the fire protection system has been returned to service. Where utilized, fire watches shall be provided with not less than one *approved* means for notification of the fire department and shall not have duties beyond performing constant patrols of the protected *premises* and keeping watch for fires. Actions shall be taken in accordance with Section 901 of the *International Fire Code* to bring the systems back in service.

Exception: Facilities with an approved notification and impairment management program. The notification and impairment program for water-based fire protection systems shall comply with NFPA 25.

[F] 704.3.1 Emergency impairments. Where unplanned impairments of fire protection systems occur, appropriate emergency action shall be taken to minimize potential

injury and damage. The impairment coordinator shall implement the steps outlined in Section 901.7.4 of the *International Fire Code*.

[F] 704.4 Removal of or tampering with equipment. It shall be unlawful for any person to remove, tamper with or otherwise disturb any fire protection or life safety system required by this code except for the purposes of extinguishing fire, training, recharging or making necessary repairs.

[F] 704.4.1 Removal of or tampering with appurtenances. Locks, gates, doors, barricades, chains, enclosures, signs, tags and seals that have been installed by or at the direction of the fire *code official* shall not be removed, unlocked, destroyed or tampered with in any manner.

[F] 704.4.2 Removal of existing occupant-use hose lines. The fire *code official* is authorized to permit the removal of existing *occupant-use* hose lines where all of the following apply:

1. The installation is not required by the *International Fire Code* or the *International Building Code*.
2. The hose line would not be utilized by trained personnel or the fire department.
3. The remaining outlets are compatible with local fire department fittings.

[F] 704.4.3 Termination of monitoring service. For fire alarm systems required to be monitored by the *International Fire Code*, notice shall be made to the fire *code official* whenever alarm monitoring services are terminated. Notice shall be made in writing by the provider of the monitoring service being terminated.

[F] 704.5 Fire department connection. Where the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an *approved* sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" not less than 6 inches (152 mm) high and words in letters not less than 2 inches (51 mm) high or an arrow to indicate the location. Such signs shall be subject to the approval of the fire *code official*.

[F] 704.5.1 Fire department connection access. Ready access to fire department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other fixed or movable object. Access to fire department connections shall be *approved* by the fire chief.

Exception: Fences, where provided with an access gate equipped with a sign complying with the legend requirements of Section 912.5 of the *International Fire Code* and a means of emergency operation. The gate and the means of emergency operation shall be *approved* by the fire chief and maintained operational at all times.

[F] 704.5.2 Clear space around connections. A working space of not less than 36 inches (914 mm) in width, 36 inches (914 mm) in depth and 78 inches (1981 mm) in

FIRE SAFETY REQUIREMENTS

height shall be provided and maintained in front of and to the sides of wall-mounted fire department connections and around the circumference of free-standing fire department connections.

[F] 704.6 Single- and multiple-station smoke alarms. Single- and multiple-station smoke alarms shall be installed in existing Group I-1 and R *occupancies* in accordance with Sections 704.6.1 through 704.6.3.

[F] 704.6.1 Where required. Existing Group I-1 and R *occupancies* shall be provided with single-station smoke alarms in accordance with Sections 704.6.1.1 through 704.6.1.4. Interconnection and power sources shall be in accordance with Sections 704.6.2 and 704.6.3.

Exceptions:

1. Where the code that was in effect at the time of construction required smoke alarms and smoke alarms complying with those requirements are already provided.
2. Where smoke alarms have been installed in occupancies and dwellings that were not required to have them at the time of construction, additional smoke alarms shall not be required provided that the existing smoke alarms comply with requirements that were in effect at the time of installation.
3. Where smoke detectors connected to a fire alarm system have been installed as a substitute for smoke alarms.

[F] 704.6.1.1 Group R-1. Single- or multiple-station smoke alarms shall be installed in all of the following locations in Group R-1:

1. In sleeping areas.
2. In every room in the path of the means of egress from the sleeping area to the door leading from the *sleeping unit*.
3. In each story within the *sleeping unit*, including *basements*. For *sleeping units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

[F] 704.6.1.2 Groups R-2, R-3, R-4 and I-1. Single or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of *occupant load* at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a *dwelling unit*, including *basements* but not including crawl spaces and uninhabitable attics. In *dwellings* or *dwelling units* with split levels and without an interven-

ing door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

[F] 704.6.1.3 Installation near cooking appliances. Smoke alarms shall not be installed in the following locations unless this would prevent placement of a smoke alarm in a location required by Section 704.6.1.1 or 704.6.1.2.

1. Ionization smoke alarms shall not be installed less than 20 feet (6096 mm) horizontally from a permanently installed cooking appliance.
2. Ionization smoke alarms with an alarm-silencing switch shall not be installed less than 10 feet (3048 mm) horizontally from a permanently installed cooking appliance.
3. Photoelectric smoke alarms shall not be installed less than 6 feet (1829 mm) horizontally from a permanently installed cooking appliance.

[F] 704.6.1.4 Installation near bathrooms. Smoke alarms shall be installed not less than 3 feet (914 mm) horizontally from the door or opening of a *bathroom* that contains a bathtub or shower unless this would prevent placement of a smoke alarm required by Section 704.6.1.1 or 704.6.1.2.

[F] 704.6.2 Interconnection. Where more than one smoke alarm is required to be installed within an individual *dwelling* or *sleeping unit*, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

Exceptions:

1. Interconnection is not required in buildings that are not undergoing *alterations*, repairs or construction of any kind.
2. Smoke alarms in existing areas are not required to be interconnected where *alterations* or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or *basement* available that could provide access for interconnection without the removal of interior finishes.

[F] 704.6.3 Power source. Single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with battery backup shall be connected to an emergency electrical system. Smoke alarms shall emit a

signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

become inoperable or begin producing end-of-life signals shall be replaced.

Exceptions:

1. Smoke alarms are permitted to be solely battery operated in existing buildings where construction is not taking place.
2. Smoke alarms are permitted to be solely battery operated in buildings that are not served from a commercial power source.
3. Smoke alarms are permitted to be solely battery operated in existing areas of buildings undergoing *alterations* or repairs that do not result in the removal of interior walls or ceiling finishes exposing the structure, unless there is an attic, crawl space or *basement* available that could provide access for building wiring without the removal of interior finishes.

[F] 704.6.4 Smoke detection system. Smoke detectors listed in accordance with UL 268 and provided as part of the building's fire alarm system shall be an acceptable alternative to single- and multiple-station smoke alarms and shall comply with the following:

1. The fire alarm system shall comply with all applicable requirements in Section 907 of the *International Fire Code*.
2. Activation of a smoke detector in a dwelling or sleeping unit shall initiate alarm notification in the *dwelling* or *sleeping unit* in accordance with Section 907.5.2 of the *International Fire Code*.
3. Activation of a smoke detector in a *dwelling* or *sleeping unit* shall not activate alarm notification appliances outside of the *dwelling* or *sleeping unit*, provided that a supervisory signal is generated and monitored in accordance with Section 907.6.6 of the *International Fire Code*.

[F] 704.7 Single- and multiple-station smoke alarms. Single- and multiple-station smoke alarms shall be tested and maintained in accordance with the manufacturer's instructions. Smoke alarms that do not function shall be replaced. Smoke alarms installed in one- and two-family dwellings shall be replaced not more than 10 years from the date of manufacture marked on the unit, or shall be replaced if the date of manufacture cannot be determined.

SECTION 705 CARBON MONOXIDE ALARMS AND DETECTION

[F] 705.1 General. Carbon monoxide alarms shall be installed in dwellings in accordance with Section 1103.9 of the *International Fire Code*, except that alarms in dwellings covered by the *International Residential Code* shall be installed in accordance with Section R315 of that code.

[F] 705.2 Carbon monoxide alarms and detectors. Carbon monoxide alarms and carbon monoxide detection systems shall be maintained in accordance with NFPA 720. Carbon monoxide alarms and carbon monoxide detectors that

CHAPTER 8

REFERENCED STANDARDS

User note:

About this chapter: This code contains numerous references to standards promulgated by other organizations that are used to provide requirements for materials and methods of construction. Chapter 8 contains a comprehensive list of all standards that are referenced in this code. These standards, in essence, are part of this code to the extent of the reference to the standard.

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section 102.8.

ASME

American Society of Mechanical Engineers
Two Park Avenue
New York, NY 10016-5990

ASME A17.1—2019/CSA B44—19: Safety Code for Elevators and Escalators
606.1

ASTM

ASTM International
100 Barr Harbor Drive, P.O. Box C700
West Conshohocken, PA 19428-2959

F1346—91 (2018): Performance Specifications for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs
303.2

ICC

International Code Council
500 New Jersey Avenue, NW 6th Floor
Washington, DC 20001

IBC—21: International Building Code®
102.3, 201.3, 304.1.1, 305.1.1, 306.1.1, 403.1, 604.3.1.1, 604.3.2.1, 702.3, 704.4.2

IEBC—21: International Existing Building Code®
102.3, 201.3, 304.1.1, 305.1.1, 306.1.1

IECC—21: International Energy Conservation Code®
102.3

IFC—21: International Fire Code®
102.3, 201.3, 604.3.1.1, 702.1, 702.2, 704.1, 704.1.2, 704.1.3, 704.3, 704.3.1, 704.4.2, 704.4.3, 704.5.1, 704.6.4, 705.1

IFGC—21: International Fuel Gas Code®
102.3, 201.3

IMC—21: International Mechanical Code®
102.3, 201.3

IPC—21: International Plumbing Code®
102.3, 201.3, 502.5, 505.1, 505.5.1, 602.2, 602.3

IRC—21: International Residential Code®
102.3, 201.3

IZC—21: International Zoning Code®
102.3, 201.3

REFERENCED STANDARDS

NFPA

National Fire Protection Association
1 Batterymarch Park
Quincy, MA 02169-7471

- 10—21: Standard for Portable Fire Extinguishers**
Table 704.2
- 12—18: Standard on Carbon Dioxide Extinguishing Systems**
Table 704.2
- 12A—18: Standard on Halon 1301 Fire Extinguishing Systems**
Table 704.2
- 17—20: Standard for Dry Chemical Extinguishing Systems**
Table 704.2
- 17A—20: Standard for Wet Chemical Extinguishing Systems**
Table 704.2
- 25—20: Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems**
Table 704.2
- 70—20: National Electrical Code**
102.3, 201.3, 604.2
- 72—19: National Fire Alarm and Signaling Code**
Table 704.2
- 80—19: Standard for Fire Doors and Other Opening Protectives**
703.3.3, 703.4
- 105—19: Standard for Smoke Door Assemblies and Other Opening Protectives**
703.3.2
- 204—18: Standard for Smoke and Heat Venting**
Table 704.2
- 720—15: Standard for the Installation of Carbon Monoxide (CO) Detection and Warning Equipment**
705.2
- 750—19: Standard on Water Mist Fire Protection Systems**
Table 704.2
- 2001—18: Standard on Clean Agent Fire Extinguishing Systems**
Table 704.2

UL

Underwriters Laboratories, LLC
333 Pfingsten Road
Northbrook, IL 60062

- 268—2016: Smoke Detectors for Fire Alarm Systems—with revisions through July 2016**
704.6.4

APPENDIX A

BOARDING STANDARD

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

User note:

About this appendix: Appendix A provides minimum specifications for boarding a structure. This can be utilized by a jurisdiction as a set of minimum requirements in order to result in consistent boarding quality. These requirements also provide a reasonable means to eliminate having to approve numerous methods or materials for the boarding and securing of a structure. It is important to note that the provisions of Appendix A are not mandatory unless specifically referenced in the adopting ordinance of the authority having jurisdiction.

A101 GENERAL

A101.1 General. Windows and doors shall be boarded in an *approved* manner to prevent entry by unauthorized persons and shall be painted to correspond to the color of the existing structure.

A102 MATERIALS

A102.1 Boarding sheet material. Boarding sheet material shall be minimum $\frac{1}{2}$ -inch-thick (12.7 mm) wood structural panels complying with the *International Building Code*.

A102.2 Boarding framing material. Boarding framing material shall be minimum nominal 2-inch by 4-inch (51 mm by 102 mm) solid sawn lumber complying with the *International Building Code*.

A102.3 Boarding fasteners. Boarding fasteners shall be minimum $\frac{3}{8}$ -inch-diameter (9.5 mm) carriage bolts of such a length as required to penetrate the assembly and as required to adequately attach the washers and nuts. Washers and nuts shall comply with the *International Building Code*.

A103 INSTALLATION

A103.1 Boarding installation. The boarding installation shall be in accordance with Figures A103.1(1) and A103.1(2) and Sections A103.2 through A103.5.

A103.2 Boarding sheet material. The boarding sheet material shall be cut to fit the door or window opening neatly or shall be cut to provide an equal overlap at the perimeter of the door or window.

A103.3 Windows. The window shall be opened to allow the carriage bolt to pass through or the window sash shall be removed and stored. The 2-inch by 4-inch (51 mm by 102 mm) strong back framing material shall be cut minimum 2 inches (51 mm) wider than the window opening and shall be placed on the inside of the window opening 6 inches (152 mm) minimum above the bottom and below the top of the window opening. The framing and boarding shall be predrilled. The assembly shall be aligned and the bolts, washers and nuts shall be installed and secured.

A103.4 Door walls. The door opening shall be framed with minimum 2-inch by 4-inch (51 mm by 102 mm) framing material secured at the entire perimeter and vertical members at a maximum of 24 inches (610 mm) on center. Blocking shall also be secured at a maximum of 48 inches (1219 mm) on center vertically. Boarding sheet material shall be secured with screws and nails alternating every 6 inches (152 mm) on center.

A103.5 Doors. Doors shall be secured by the same method as for windows or door openings. One door to the structure shall be available for authorized entry and shall be secured and locked in an *approved* manner.

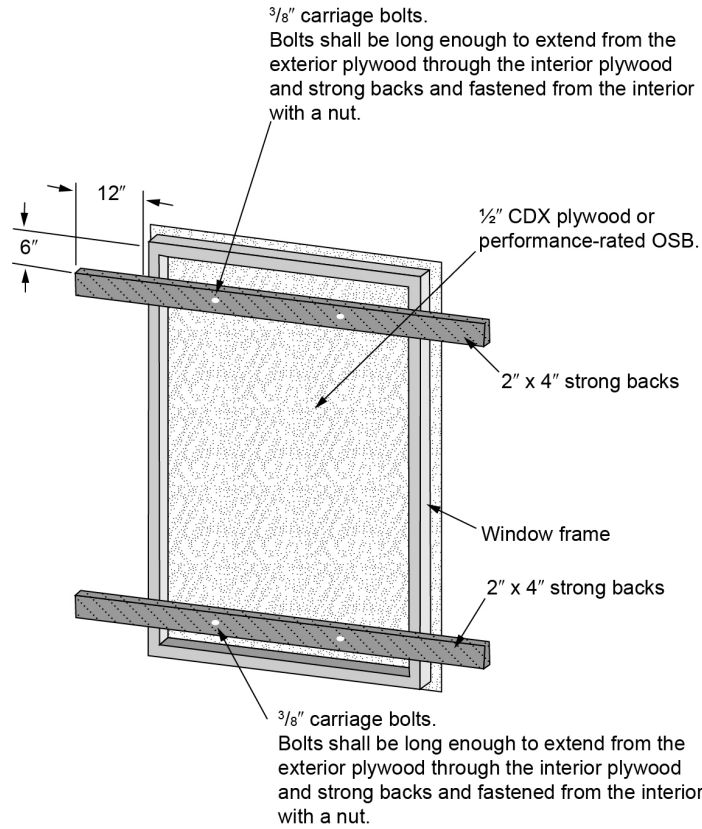
A104 REFERENCED STANDARD

A104.1 Referenced standards. Table A104.1 lists the standard that is referenced in various sections of this appendix. The standard is listed herein by the standard identification, the effective date and title and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section 102.8.

**TABLE A104.1
REFERENCED STANDARD**

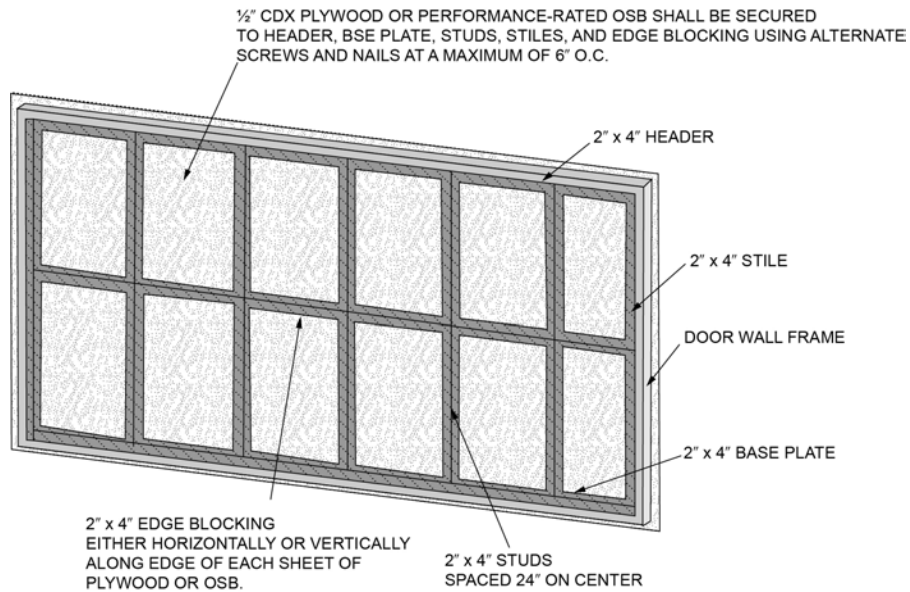
STANDARD ACRONYM	STANDARD NAME	SECTIONS HEREIN REFERENCED
IBC—21	International Building Code	A102.1, A102.2, A102.3

APPENDIX A BOARDING STANDARD



For SI: 1 inch = 25.4 mm.

FIGURE A103.1(1)
BOARDING OF DOOR OR WINDOW



For SI: 1 inch = 25.4 mm.

FIGURE A103.1(2)
BOARDING OF DOOR WALL

APPENDIX B BOARD OF APPEALS

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

User note:

About this appendix: Appendix B provides criteria for Board of Appeals members. Also provided are procedures by which the Board of Appeals should conduct its business.

Code development reminder: Code change proposals to this appendix will be considered by the Administrative Code Development Committee during the 2022 (Group B) Code Development Cycle.

SECTION B101 GENERAL

B101.1 Scope. A board of appeals shall be established within the jurisdiction for the purpose of hearing applications for modification of the requirements of this code pursuant to the provisions of Section 107 (Means of Appeals). The board shall be established and operated in accordance with this section, and shall be authorized to hear evidence from appellants and the code official pertaining to the application and intent of this code for the purpose of issuing orders pursuant to these provisions.

B101.2 Application for appeal. Any person shall have the right to appeal a decision of the *code official* to the board. An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The application shall be filed on a form obtained from the *code official* within 20 days after the notice was served.

B101.2.1 Limitation of authority. The board shall not have authority to waive requirements of this code or interpret the administration of this code.

B101.2.2 Stays of enforcement. Appeals of notice and orders, other than *Imminent Danger* notices, shall stay the enforcement of the notice and order until the appeal is heard by the board.

**

B101.3 Membership of the board. The board shall consist of five voting members appointed by the chief appointing authority of the jurisdiction. Each member shall serve for [INSERT NUMBER OF YEARS] years or until a successor has been appointed. The board member's terms shall be staggered at intervals, so as to provide continuity. The *code official* shall be an ex officio member of said board but shall not vote on any matter before the board.

B101.3.1 Qualifications. The board shall consist of five individuals, who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction.

B101.3.2 Alternate members. The chief appointing authority is authorized to appoint two alternate members who shall be called by the board chairperson to hear appeals during the absence or disqualification of a

member. Alternate members shall possess the qualifications required for board membership, and shall be appointed for the same term or until a successor has been appointed.

B101.3.3 Vacancies. Vacancies shall be filled for an unexpired term in the same manner in which original appointments are required to be made.

B101.3.4 Chairperson. The board shall annually select one of its members to serve as chairperson.

B101.3.5 Secretary. The chief appointing authority shall designate a qualified clerk to serve as secretary to the board. The secretary shall file a detailed record of all proceedings which shall set forth the reasons for the board's decision, the vote of each member, the absence of a member and any failure of a member to vote.

B101.3.6 Conflict of interest. A member with any personal, professional or financial interest in a matter before the board shall declare such interest and refrain from participating in discussions, deliberations and voting on such matters.

B101.3.7 Compensation of members. Compensation of members shall be determined by law.

B101.3.8 Removal from the board. A member shall be removed from the board prior to the end of their terms only for cause. Any member with continued absence from regular meeting of the board may be removed at the discretion of the chief appointing authority.

B101.4 Rules and procedures. The board shall establish policies and procedures necessary to carry out its duties consistent with the provisions of this code and applicable state law. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be presented.

B101.5 Notice of meeting. The board shall meet upon notice from the chairperson, within 10 days of the filing of an appeal or at stated periodic intervals.

B101.5.1 Open hearing. All hearings before the board shall be open to the public. The appellant, the appellant's representative, the *code official* and any person whose interests are affected shall be given an opportunity to be heard.

APPENDIX B BOARD OF APPEALS

B101.5.2 Quorum. Three members of the board shall constitute a quorum.

B101.5.3 Postponed hearing. When five members are not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

B101.6 Legal counsel. The jurisdiction shall furnish legal counsel to the board to provide members with general legal advice concerning matters before them for consideration. Members shall be represented by legal counsel at the jurisdiction's expense in all matters arising from service within the scope of their duties.

B101.7 Board decision. The board shall only modify or reverse the decision of the *code official* by a concurring vote of three or more members.

B101.7.1 Resolution. The decision of the board shall be by resolution. Every decision shall be promptly filed in writing in the office of the *code official* within three days and shall be open to the public for inspection. A certified copy shall be furnished to the appellant or the appellant's representative and to the *code official*.

B101.7.2 Administration. The *code official* shall take immediate action in accordance with the decision of the board.

B101.8 Court review. Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

RESOLUTION NO. 2022-R-14

**A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA
ADOPTING THE SHADE TREE REMOVAL ASSISTANCE POLICY AS DESCRIBED IN
EXHIBIT "A" AND MADE PART OF THE RESOLUTION**

WHEREAS, the Susquehanna Township Board of Commissioners and Shade Tree Commission have prioritized the health and vitality of trees located in the public right-of-way; and

WHEREAS, Chapter 25, Trees; Part 1, Care and Placement; Section 104, Property Owner Duties and Responsibilities of the Susquehanna Township Code of Ordinances obligates property owners to remove dead or hazardous trees located within the right-of-way; and

WHEREAS, it is recognized that this responsibility may place a significant economic hardship on property owners in the Township; and

WHEREAS, it is in the intent of this policy to provide financial assistance to certain income-qualified property owners to remove trees that have been identified as dead or hazard trees in the public right-of-way.

BE IT RESOLVED that the Susquehanna Township Board of Commissioners does hereby establish the Shade Tree Removal Assistance Program, attached hereto as Exhibit "A" and made part of this Resolution.

BE IT, AND THE SAME IS HEREBY RESOLVED, this 9th day of June 2022.

**SUSQUEHANNA TOWNSHIP
BOARD OF COMMISSIONERS**

Frank Lynch, President

ATTEST:

David Pribulka, Secretary

Exhibit "A"

Susquehanna Shade Tree Removal Assistance Program Guidelines

PROGRAM DESCRIPTION

As the Township ages, so do the shade trees that line the neighborhoods of Susquehanna Township. Many of these trees are dying and have falling limbs. Their root systems have expanded past the sidewalk, causing lifting or disrepair of the concrete sidewalks. However, removing these large trees can be expensive to the property owner, and the Township recognizes that requiring their removal can place a significant strain on household income. Damage from the dying trees impacts their neighbors and the Township streets' safety, leaving the Public Works Department responsible for cleanup of the streets. The Susquehanna Township Shade Tree Assistance Program is hereby established to ensure that all dead or hazard trees requiring removal are promptly removed by providing financial assistance to certain qualified property owners.

INCOME ELIGIBILITY

Assistance is available to low-income residential property owners at or below 150% of the Federal Income Poverty Guideline. To determine eligibility, please reference the current guidelines published by the United States Department of Health and Human Services.

To determine eligibility, the property owner(s) shall submit to the Township Manager documentation verifying eligibility per the program guidelines. This may include verification of enrollment in other local, state, or federal assistance programs that require applicants to be at or below 150% of the Federal Income Poverty Guideline. It shall be the sole discretion of the Township Manager to determine whether the submitted documentation is acceptable per the program guidelines, and the decision to require additional supporting documentation shall not be subject to appeal.

TREE REMOVAL PROCEDURE

The Township shall contract with a certified tree removal contractor to complete the work. If a property owner qualifies for assistance, the contractor will be directed to remove the hazardous tree(s). The Township reserves exclusive right to hire one or more contractor(s) to perform the service(s) in accordance with all applicable procurement guidelines and statutes. The Township will pay the contractor directly for the work performed.

GENERAL CRITERIA

In addition to meeting income eligibility criteria as described above, the following guidelines shall also apply to property owners seeking assistance through this program:

1. Applications will be reviewed on a “first come, first served” basis. Each year, the Board of Commissioners will consider an appropriation into the Shade Tree Assistance Program to fund expenses associated with qualified tree removal per the provisions specified herein. Once the amount of allocated funding is utilized, no additional assistance to property owners will be available in the applicable fiscal year. Funds available for the program shall not accrue year to year, and must be reauthorized in each budget cycle. The Board of Commissioners retains the sole right to determine whether and how much funding is made available for this program in each fiscal year. Refusal of the Board to appropriate funding for this Program in a fiscal year does not necessarily mean the Program will not be funded in future years.
2. Only Susquehanna Township owner-occupied property owners who qualify are eligible to participate.
3. Property owners may only apply for one grant for one property in a calendar year.
4. Shade Tree Applications must be received and approved by the Township before the work begins.
5. Grant funds can cover the cost of replacement shade trees if:
 - a. A Shade Tree Permit is obtained in advance of removing a shade tree,
 - b. the removal is approved by the Township Shade Tree Commission,
 - c. or if the shade tree was destroyed by events not in the property owner's control.

APPLICATION PROCESS

1. Property owners must obtain an Assistance Request form and a Shade Tree Application from the Community & Economic Department of Susquehanna Township located at 1900 Linglestown Road and submit their completed application to the Township for review.
2. Upon verification of income eligibility, the Shade Tree Application will be forwarded to the Shade Tree Commission for review and approval. Staff will provide a recommendation to the Shade Tree Commission based solely on the qualifications established by this Program.
3. If approved, the Public Works Director is notified, and the tree removal will be scheduled.
4. Applicants shall allow 20 business days for application review.

MISCELLANEOUS PROVISIONS

1. Appeals. Due to the objective qualification parameters established by this Program, decisions of the Shade Tree Commission are to be considered binding and not subject to appeal. However, if the Shade Tree Commission is alleged to have denied an application despite it being qualified per this Program, and there are sufficient funds available to complete the work

based on the order in which the application was received, an appeal may be filed with the Board of Commissioners by submitting a letter of appeal to the Township Manager within fifteen (15) calendar days of the denial of the application by the Shade Tree Commission. Refusal to accept an income eligibility document for cause shall not be eligible for appeal.

2. Applicants to agree to indemnify, or hold harmless, Susquehanna Township from any liability incurred as a result of the implementation and administration of this Program. The Township shall ensure that all contractors performing tree removal services in accordance with this Program are properly insured and provide evidence of adequate coverage to the Township.
3. Only shade trees located within the public right-of-way, whose condition has been assessed by the Township to necessitate their removal, shall qualify for consideration under this Program. A property owner who believes his or her street tree(s) may be hazardous to the public health, safety, and welfare may submit an assessment conducted by a qualified arborist at their expense to the Township for consideration. If the Township concurs with the assessment, despite not having notified the property owner of the requirement to remove a tree, it may be acceptable for consideration under this Program.
4. It is the exclusive right of Susquehanna Township to obligate a property owner to remove a tree that has been determined to be a public hazard. Failure to be accepted into this Program for financial assistance shall not absolve a property owner of the requirement to remove a tree. If an application is denied, pending appeal, the property owner shall be solely responsible for the removal of the tree(s), and subject to all relevant penalties and enforcement action allowable by law.
5. The Susquehanna Township Board of Commissioners reserves the right to amend the guidelines established by this Program based on its assessment of the best interests of the Township. The Board shall make every effort to consult with the Shade Tree Commission prior to enacting any amendments to the Program or the eligibility guidelines described herein.

RESOLUTION NO. 2022-R-15

**A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA
AUTHORIZING THE PRESIDENT AND SECRETARY TO EXECUTE THE DAUPHIN COUNTY
LOCAL SHARE GRANT AGREEMENT NO. 2022-32**

WHEREAS, pursuant to the Pennsylvania Race Horse Development and Gaming Act (“the Act”) of 2004, Dauphin County receives a share of the gross terminal revenue generated from the slot machines in operation at Hollywood Casino at Penn National Racecourse; and

WHEREAS, Dauphin County is authorized by the Act to award municipal grants to be used to fund the costs of human services, infrastructure improvements, facilities, transportation, emergency services, health and public safety expenses, and public interest initiatives utilizing a portion of the local share gaming funds received by the County under the Act; and

WHEREAS, Susquehanna Township was awarded a Local Share Municipal Grant from Dauphin County to rehabilitate playgrounds at Edgemont and Stabler Parks; and to acquire portable and mobile radios for the Department of Public Safety.

NOW, THEREFORE, BE IT RESOLVED that the Susquehanna Township Board of Commissioners does hereby authorize the President and Secretary to execute the Local Share Municipal Grant Agreement No. 2022-32, attached hereto as Exhibit “A” and made part of this Resolution.

BE IT, AND THE SAME IS HEREBY RESOLVED, this 9th day of June 2022.

**SUSQUEHANNA TOWNSHIP
BOARD OF COMMISSIONERS**

Frank Lynch, President

ATTEST:

David Pribulka, Secretary

DAUPHIN COUNTY LOCAL SHARE MUNICIPAL GRANT AGREEMENT

No. 2022-32

This GRANT AGREEMENT dated _____, 2022 (“Agreement”), is made by and between the County of Dauphin (the “County”) and Susquehanna Township (the “Grantee”).

WHEREAS, the County is a third class county and is a body corporate and politic of the Commonwealth of Pennsylvania (the “Commonwealth”), duly created and validly subsisting under the Pennsylvania Constitution and laws of the Commonwealth; and

WHEREAS, Grantee is a first class township formed under the laws of this Commonwealth; and

WHEREAS, pursuant to the Pennsylvania Race Horse Development and Gaming Act, Act No. 71 of 2004 of the General Assembly of the Commonwealth, approved July 5, 2004 (P.L. 572), as amended and as codified at 4 Pa. C.S. §1101 *et seq.* (the “Gaming Act”), the County receives a share of the gross terminal revenue generated from the slot machines in operation at the Hollywood Casino at Penn National Racecourse (the “Facility”); and

WHEREAS, the County is authorized under the Gaming Act to award municipal grants to be used to fund the costs of human services, infrastructure improvements, facilities, transportation, emergency services, health and public safety expenses, and public interest initiatives utilizing a portion of the local share gaming funds received by the County under the Gaming Act; and

WHEREAS, the County conducted a public, transparent and competitive grant application, review and selection process for the purposes of distributing that portion of its local share gaming funds dedicated for municipal grants; and

WHEREAS, the County has designated the Dauphin County Industrial Development Authority (the “Authority”), a public instrumentality of the Commonwealth of Pennsylvania and a body politic and corporate created by action of the Board of Commissioners of the County under the Pennsylvania Economic Development Financing Law, Act of August 23, 1967, P.L. 251, as amended and supplemented, as the administrator of the local share municipal grants awarded by the County for purposes of Section 1403(c)(2)(v) of the Gaming Act; and

WHEREAS, Grantee submitted to the County a Local Share Municipal Grant Application requesting funding to rehabilitate playgrounds at Edgemont Community Park and Donald Stabler Memorial Park and to acquire portable and mobile radios for the Public Safety Department, as more specifically set forth in Grantee’s Local Share Municipal Grant Application (the “Project”); and

WHEREAS, due to the County’s sponsorship of the Project, Grantee is an eligible entity to receive a grant of local share gaming funds from the County under the Gaming Act; and

WHEREAS, the Project is the type of project eligible for municipal grant funding pursuant to the Gaming Act; and

WHEREAS, the Project is among the projects selected by the County to receive an award of local share gaming funds from County dedicated funds in the form of a municipal grant in the amount of \$150,000 (the "Grant") to Grantee exclusively for uses related to the Project, subject to and in accordance with applicable law and the terms hereof; and

WHEREAS, the County has received the local share gaming funds to be utilized to fund the Grant, which are being held by the County and/or the Authority and are available for disbursement to pay costs of the Project in accordance with this Agreement, subject to proper documentation.

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

1. County to Provide Grant.

(a) The County agrees to provide the Grant, or such portion thereof as may be required, to the Grantee to pay the costs of the Project, subject to applicable law and in accordance with the terms hereof. The exclusive purpose and use of the Grant shall be for payment of costs related to the Project. Any portion of the Grant that is not required or expended to complete the Project shall be forfeited and revert to the County as uncommitted funds under Section 1403(c)(2)(v) of the Gaming Act. This Agreement is not binding in any way, nor will the County be bound, until this document has been fully executed by all parties. Any costs incurred by the Grantee prior thereto are incurred at the Grantee's risk.

(b) Municipalities are prohibited from charging sponsorship fees for sponsoring projects. Under no circumstances shall the Grant be used to pay an administrative fee or other fees related to municipal sponsorship for this Project.

2. Grant Administration.

(a) The County designates the Authority as the administrator of the Grant, and empowers the Authority and its officers, employees, agents and representatives to exercise its rights and discharge its responsibilities under this Agreement. Wherever it is stated in this Agreement that the Authority may take, or refrain from taking, any action, the Authority may take, or refrain from taking, such action by its Executive Director, without the need for any prior approval or formal action by the Board of Directors of the Authority. The Authority's status in relation to this Agreement is limited to, and solely as, an agent for the County. The Authority is not a party to this Agreement, and it has no rights, powers or privileges under this Agreement independent of, separate from or in addition to those of the County. The parties expressly agree that the Authority shall have no obligation, responsibility or liability under this Agreement independent of, separate from or in addition to that of the County. Notwithstanding the foregoing, the County reserves the right to authorize any of its officers, employees, agents or representatives to exercise its rights or take any action of the County authorized under this Agreement. Wherever it is stated in this Agreement that the Authority may take, or refrain from taking, any action, the County may directly take, or refrain from taking, such action.

(b) At a time designated by the Authority, the Grantee and Authority shall participate in an initial grant administration meeting. Thereafter, the Authority may call grant administration meetings as necessary and at times determined by it, after a good faith attempt to accommodate Grantee as to the meeting date and time. Grantee's unexcused failure or refusal to attend grant administration meetings called by the Authority shall constitute a breach of this Agreement.

3. Requests for Funding. Grantee shall submit a written request for funding to the Authority no more than once every thirty (30) days, or at such other interval agreed to by the Authority, for payment of expenses generated by the Project supported by documentation in a form required by and acceptable to the Authority ("Request for Funding"). Each Request for Funding shall be approved by the Grantee's governing body prior to submission to the Authority. All Requests for Funding and supporting documentation shall be submitted by Grantee to the Authority at the address designated in Section 13 hereof regarding notices to the County.

4. Payment of Requests for Funding. The Authority shall, within ten (10) days after receipt by the Authority of the written Request for Funding, determine the sufficiency of the Request for Funding and, if acceptable, take the steps necessary to make payment in respect thereof to the Grantee, the amount of which payment shall be deducted from the total amount of the Grant. The Authority may, in its discretion, withhold payment and request additional documentation demonstrating the completion of the services by the contractor(s) for the amount in the Request for Funding. The Authority, on behalf of the County, shall have the right to disapprove any expenditure made by the Grantee which is not in accordance with the terms of this Agreement. Requests for Funding referencing administrative fees charged by a municipal sponsor shall be disapproved by the Authority.

5. Submission of Progress Reports. Grantee shall submit to the Authority every ninety (90) days following the execution of this Agreement a "Progress Report" detailing the status of the Project. Grantee shall also cause to be delivered to the Authority such other information related to the Project as the Authority may reasonably require from time to time, in form and substance reasonably satisfactory to the Authority, as necessary to insure compliance by Grantee with this Agreement. All Progress Reports and related information shall be submitted by Grantee to the Authority at the address designated in Section 13 hereof regarding notices to the County.

6. Timely Use of Funds.

(a) If the Grantee fails to initiate the Project and/or expend Grant Funds by March 1, 2023, then the Grant shall automatically be revoked, with no further action required by the County to effectuate the revocation, and the funds for the Grant shall be considered uncommitted funds under Section 1403(c)(2)(v) of the Gaming Act. If the Grant is revoked pursuant to these terms, then the County shall have no liability or further obligation under this Agreement. The County shall have the right, in its sole discretion, to reinstate the Grant.

(b) If any portion of the Grant provided for the Project is not used by Grantee within three (3) years from the date of this Agreement, the parties hereto shall meet to discuss the status of the Project and the County's funding of the same. Unless and until the County and the

Grantee reach agreement as to completion of the Project and expenditure of the balance of the Grant, the County shall be under no obligation to make additional disbursements of Grant moneys. If the parties have not reached such an agreement within ninety (90) days of the three-year anniversary date, the Grant shall automatically be revoked, with no further action required by the County to effectuate the revocation, and any remaining Grant funds shall be considered uncommitted funds under Section 1403(c)(2)(v) of the Gaming Act. If the Grant is revoked pursuant to these terms, then the County shall have no liability or further obligation under this Agreement. The County shall have the right, in its sole discretion, to reinstate the Grant.

7. Term. Except as otherwise set forth herein, this Agreement shall be effective as of the date of the full execution of this Agreement and shall continue to be in force until the completion of the Project unless revoked or otherwise terminated in accordance with this Agreement.

8. Records, Audits and Inspection.

(a) Grantee shall maintain, at its principal office or place of business, books, records, documents, correspondence, data and other materials, along with any other evidence pertaining to the costs and expenses of the Project and application of the Grant, to the extent and in such detail as is commercially reasonable and as will properly reflect all costs, direct, administrative and operating, of the acquisition of real estate, labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which funding has been provided under the provisions of the Grant and/or which are related to the Project (collectively the "Records"). The Records required under this Section shall be maintained in accordance with generally accepted accounting principles ("GAAP"). Grantee agrees to require any permitted contractors, subcontractors, assigns, or agents to comply with the record keeping and retention requirements of this Section.

(b) Grantee shall retain the Records and make them available for a period ending the later of (i) three years after final payment is made by Grantee with funds awarded under this Grant, (ii) three years after the Grant has expired pursuant to this Agreement, or (iii) three years after the effective date of any revocation or termination of the Grant.

(c) At any time during normal business hours and as often as the Authority deems necessary, the Authority, or its authorized representatives, shall have the right to examine, audit and make copies of the Records of the Grantee, and its contractors, subcontractors, assigns or agents, at any time during the term of this Agreement and the period set forth in subparagraph (b). Audits conducted under this subparagraph will be at no additional cost to the Grantee. Should an audit identify any expenditures which, as determined by the Authority, do not comply with the terms and conditions of this Agreement, money expended in relation to such expenditures will be refunded, with interest, to the County by Grantee.

(d) The Authority, or its authorized representatives, will monitor and inspect the Project and shall have access to the Project site and all information or documents relating to Project activities throughout the course of the funding and/or construction phases of the Project.

(e) Unless excused by the Authority, Grantee shall be required to perform, and shall be financially responsible for, a final close-out audit for the Project (the "Project Audit"). The Project Audit shall be delivered to the Authority within 120 days of the earlier of (i) the completion of the Project, (ii) the termination of the Project, or (iii) the revocation or termination of this Agreement. The Project Audit shall be performed by a certified public accountant designated or approved by the County. The Project Audit must be a financial audit conducted in accordance with the provisions of the U.S. General Accounting Office's Government Auditing Standards, current revision, and contain all of the Commonwealth of Pennsylvania, Department of Community and Economic Development's "Procedures for Closeout of Contracts." Grantee agrees that, if the Project Audit of the Grant as accepted by the Authority discloses that the full amount of the Grant was not required to complete the Project or that amounts were improperly used, then the unused or improperly used portion of the Grant amount shall be repaid by the Grantee to the County, with interest, unless otherwise directed in writing by the County. All terms and conditions of this Agreement will remain in effect and be binding upon the parties until the Project Audit is submitted to and accepted by the County and any audit exceptions identified therein are resolved.

9. Warranties and Acknowledgments. The Grantee represents and warrants to the County that:

(a) Grantee is a public body corporate and politic, duly organized and existing under the laws of the Commonwealth, and is authorized and empowered to undertake and complete the Project.

(b) Grantee is authorized and empowered to enter into this Agreement and to carry out its obligations hereunder. By proper action of its governing body, Grantee has duly authorized the execution and delivery of this Agreement.

(c) The undertaking and completion of the Project and the execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with or constitute on the part of the Grantee a violation of, breach of or default under its by-laws or any statute, indenture, mortgage, deed of trust, note agreement or other agreement or instrument to which the Grantee is bound or, to the knowledge of the Grantee, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Grantee or any of its activities or properties; and all consents, approvals, authorizations and orders of governmental or regulatory authorities which are required for the Project have been obtained or will be obtained in due course; and the Grantee will comply with all applicable laws, regulations and procedures in undertaking all aspects of the Project.

(d) There is no action, suit, proceeding or investigation at law or in equity pending against the Grantee by or before any court or public agency or, to the knowledge of the Grantee, any basis therefor, wherein any unfavorable decision, ruling or finding would adversely affect the validity or efficacy of this Agreement, or any agreement or instrument to which the Grantee is a party and which is used or contemplated for use in connection herewith or with the Project.

(e) No legislation has been enacted which in any way adversely affects the execution and delivery of this Agreement by the Grantee, or the creation, organization or existence of the Grantee or the titles to office of any officers thereof, or the power of the Grantee to undertake and complete the Project and otherwise to carry out its obligations under this Agreement.

(f) The Grantee is not a party to any indenture, loan or credit agreement or any other agreement, resolution, contract, instrument, pension plan, pension trust, employee benefit or welfare plan, or subject to any restriction which may reasonably be expected to have an adverse effect on its ability to carry out its obligations under this Agreement.

10. Selection of Contractors. Grantee shall be solely responsible for selection of contractors. The County shall have no role in the selection of any organization, individual or entity who may be called upon to work on the Project, nor will the County have any responsibility for the manner in which such work is performed. Grantee shall be solely responsible for complying and assuring compliance with all applicable laws, regulations and procedures for selecting contractors and any other persons or entities performing work on the Project. The County may require the Grantee to submit proof of compliance with said procedures, and failure to provide such proof to the satisfaction of the County may result in termination of the Agreement and forfeiture and/or repayment of all or a portion of the funds available under this Grant.

11. Indemnification of County.

(a) Grantee will indemnify and hold the County, the members of the Board of Commissioners, the County's officers, employees, representatives and agents, the Authority, and the Authority's officers, employees, representatives and agents (the "County Indemnified Parties") harmless from and against any loss, cost, damage or expense of any kind whatsoever arising from, out of, or in connection with the Project, the performance of services upon the Project or otherwise related to the Grant, including, but not limited to, expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgments or otherwise, and shall defend, at the County's election, any and all actions brought against the County Indemnified Parties upon such claims or demands.

(b) It is understood and agreed that Grantee's standard liability insurance policies shall protect, or shall be endorsed to protect, the County and Authority, without restriction, from claims of bodily injury and/or property damage arising out of any activities performed by the Grantee or its employees or agents under this Grant, including claims by business and non-business invitees, and involving their property and all other property sustaining damage as a direct or indirect result of the undertaking of the Project, when validly present on Grantee's premises, whether or not actually engaged in the Project, at the time the claim inures. Such policies shall not include any provision limiting the then existing sovereign immunity of the County or of its agents or employees. Grantee shall furnish to the Authority a copy of the liability policy endorsing the County and Authority as Additional Insureds without restriction at execution of this Agreement.

(c) Grantee shall require each and every contractor or subcontractor for the Project to indemnify and save and hold harmless the County Indemnified Parties against any demand, claim, suit, loss, costs, or damages arising out of or relating to or with their performance of services upon the Project.

12. No Consent to Jurisdiction. By entering into this Agreement, the County does not consent, either expressly or impliedly, to the jurisdiction or application of any laws, regulations, procedures or requirements of any governmental, quasi-governmental or other political entity which would otherwise not be applicable to the County.

13. Notice; Parties to Act through Designated Representatives.

(a) Any notice required hereunder shall be made in writing and delivered by hand delivery or email transmission, with a copy to follow by first class mail, addressed as set forth below. Notice shall be effective on the date given.

IF TO COUNTY: George Connor, Executive Director
Dauphin County Industrial Development Authority
3211 N. Front Street, Suite 301-C
Harrisburg, Pennsylvania 17110
EMAIL: gconnor@dauphinc.org

With a copy to: Mark Stewart, Esquire
Eckert Seamans Cherin & Mellott, LLC
213 Market Street, 8th Floor
Harrisburg, Pennsylvania 17101
EMAIL: mstewart@eckertseamans.com

Or such other counsel as the County shall designate by notice as herein required.

IF TO GRANTEE: David Pribulka, Township Manager
Susquehanna Township
1900 Linglestown Road
Harrisburg, Pennsylvania 17110
dpribulka@susquehannatwp.com

(b) Whenever it is herein stated that either the County or the Grantee may, or is required, to take some action, all may act through the above-designated recipient of notice hereunder or such person's designee and the signature of such designated person on any writing required or permitted hereunder shall be sufficient for all purposes hereof, unless the party purporting to rely on the same has actual knowledge at the pertinent time that would preclude such reliance.

14. Termination and Suspension.

(a) Grantee's performance of the Project and fulfillment of its obligations under this Agreement shall be regularly evaluated by the County. If the County, in its sole discretion, determines that Grantee has not met its obligations hereunder, the County reserves the right to terminate this Agreement upon giving not less than ten (10) days' notice to Grantee. The grounds for such notice include, but are not limited to, any of the following reasons:

- (i) Failure of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement;
- (ii) Audit exceptions or irregularities involving Grant or other Project funds;
- (iii) Violation of any of the warranties, representations or covenants of this Agreement;
- (iv) Violation of laws applicable to the implementation of the Project;
- (v) Misuse of funds, gross mismanagement, criminal activity, fraud or malfeasance in the implementation of the Project or administration of the Grant; and
- (vi) When, in the determination of the County, the Project cannot be continued in such a manner as to adequately fulfill the intent of the Project as presented to the County in relation to this Grant due to an act of God, strike or disaster.

Notwithstanding the foregoing, the County may, in its discretion, annul such termination by notice to the Grantee.

(b) In the event the County exercises such right of termination, the County shall be without further liability whatsoever to the Grantee under this Agreement, except for pending Requests for Funding which have not been paid and which are otherwise approved under the terms and conditions of this Agreement and incurred prior to the notice of termination. Grantee agrees that it shall not be entitled to any damages whatsoever in the event of such termination.

(c) Upon written notice to the Grantee and at any time during the term of this Agreement, the County may immediately suspend payments under this Agreement for any, or upon suspicion of any, of the reasons identified in subparagraph (a). In the event of such a suspension, the County shall be without further liability whatsoever to the Grantee under this Agreement for the duration of the suspension, except for pending Requests for Funding which have not been paid and which are otherwise approved under the terms and conditions of this Agreement and incurred prior to the notice of suspension. Grantee agrees that it shall not be entitled to any damages whatsoever in the event of such suspension. If the suspension is not lifted within 45 days of the date of the notice, the parties shall meet to discuss the Project and the reasons giving rise to the suspension. The County, in its sole discretion, shall determine the basis and timing for lifting the suspension.

15. Waiver of Causes of Action. In consideration of the Grant, the Grantee hereby covenants not to institute any legal proceedings against the County, the Board of Commissioners of the County, the Authority or the County or Authority's respective officers, employees, agents or representatives in connection with the Grant or the Project, and hereby waives any rights it may have to bring any such proceedings.

16. Public Acknowledgment.

(a) All publicity or ceremony regarding the Grant shall be cleared in advance with the County. No announcement of the Grant may be made without the County's prior consent. Grantee agrees to participate in and cooperate with the County in the planning and conduct of a public ceremony acknowledging the award of the Grant.

(b) Any publication concerning the Project shall acknowledge that it was financed by, or financed in part by, "a grant from the Dauphin County Commissioners." Acknowledgement of County financial assistance may be combined with acknowledgement of other funding sources on Project signs or in Project publications.

(c) In addition to the public acknowledgement discussed in subparagraph (b), and at its election, the County shall have the right to place or erect its own signage regarding the County financial assistance for the Project at or on the Project site. County signage may be erected any time after the full execution of this Agreement and shall remain on the Project site for the duration of the Project and for up to 30 days after completion of the Project. County signage will be erected and maintained at the County's expense. The County will cooperate with the Grantee in determining the location of any County signage; provided, however, that any County signage must be clearly visible from any public streets or thoroughfares surrounding the Project site. In the event of a revocation or termination of the Grant, the County will remove all signage within 20 days of the effective date thereof.

17. No Third Party Beneficiaries. No provision of this Agreement shall be construed in any manner so as to create any rights in any third parties not party to this Agreement. The Agreement shall be interpreted solely to define specific duties and responsibilities between the County and the Grantee, and shall not provide any basis for claims of any other individual, partnership, corporation, organization, or municipal entity.

18. Assignment, Transfer or Collateral Use. The Grantee shall not assign any interest in this Grant, and shall not transfer any interest in this Grant by novation or assignment, without the prior written consent of the County, which consent may be granted or withheld at the County's discretion. Approval of such assignment shall not release or relieve Grantee from any liability or obligation to perform under this Agreement. Nor shall such approval establish any legal relationship between the County and any other third party, and under no circumstances shall the County be held liable for any act or omission committed pursuant to such an assignment.

19. Relationship of the Parties. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purposes of

effecting the terms of this Agreement. The parties are not, and will not be construed to be, in a relationship of joint venture or partnership. Neither party has the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publication or advertisements, except with the written consent of the other party or as is explicitly provided herein. Each party will be solely responsible for the acts and omissions of its officers, employees, agents, representatives, contractors and subcontractors, if any.

20. Compliance with Applicable Laws. Grantee agrees, for itself and its employees, agents, successors, and assigns, that it will comply with all laws, regulations, ordinances and court or administrative orders, local, state and federal, applicable to the implementation of the Project and administration of the Grant. Grantee acknowledges that this agreement is subject to all requirements set forth herein and further agrees that it will comply with future requirements determined by the County as necessary.

21. Non-Waiver of Remedies. Consent by the County to a waiver of any requirement of this Agreement, or to a breach of any such requirement by Grantee, shall not preclude the County from exercising any of its contractual or equitable remedies to any subsequent violation of the terms and provisions of this Agreement. No delay or failure on the part of the County in exercising any right, power or privilege hereunder shall affect such right, power or privilege. The rights and remedies of the County hereunder are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. The County shall have the right at all times to enforce the provisions of this Agreement in accordance with the terms hereof notwithstanding any conduct or custom on the part of the County in refraining from so doing at any time or times.

22. Limited Liability of the County. The liability of the County hereunder shall be enforceable only out of the local share gaming funds available for the purpose hereunder, and there shall be no other recourse by Grantee against the County, the Board of Commissioners, the Authority, their respective officers, employees, agents, representatives, past, present or future, or any of the property now or hereafter owned by it or them, either directly or indirectly. Any judgment for such liability shall be marked by the prothonotary or court administrator of any court in which it is recorded as being enforceable only out of such funds. All such other or additional recourse or liability is hereby expressly waived and released as a condition of and consideration for execution and delivery of this Agreement.

23. Integration Clause. This Agreement and any attachments hereto constitute the entire agreement between the parties. No agent, representative, employee or officer of the County or Grantee has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Agreement which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. No modifications, alterations, or changes to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by all parties in accordance with Section 24.

24. Amendment. This Agreement may not be amended except upon written consent of all parties hereto.

25. Change of Law. In the event that the Gaming Act is amended by the Pennsylvania state legislature to decrease, eliminate or otherwise adversely impact, or any other legislative or judicial action is taken that results in a decrease, the elimination of, or an adverse impact on, the local share assessment amounts paid to the County under the Gaming Act or any other provision of the law, the County reserves the right to revoke the Grant.

26. Governing Law, Construction and Forum Selection. This Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only, and shall not control or affect the meaning or construction of any of the terms or provisions herein. The parties agree that the Court of Common Pleas of Dauphin County is the most convenient forum for each party for the adjudication of any dispute concerning this Agreement, and therefore any cause of action raised in relation to this Agreement shall be heard in the Court of Common Pleas of Dauphin County.

27. Counterparts. This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. To evidence the fact that it has executed this Agreement, a party may send a copy of its executed counterpart to the other party by electronic transmission. In such event, such party shall forthwith deliver to the other party an original counterpart of this Agreement executed by such party.

28. Severability. Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid or unenforceable any other section or part of any section of this Agreement.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have caused this Agreement to be duly executed on their behalf by their authorized officers and applicably attested, all as of the day and year first above written.

ATTEST:

COUNTY OF DAUPHIN

By: _____
J. Scott Burford
Chief Clerk/Chief of Staff

By: _____
Mike Pries
Chairman

By: _____
Chad Saylor
Commissioner

By: _____
George P. Hartwick, III
Commissioner

ATTEST:

GRANTEE: SUSQUEHANNA TOWNSHIP

By: _____
Witness

By: _____
Authorized Officer

RESOLUTION NO. 2022-R-14

**A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA
AMENDING THE 457 DEFERRED COMPENSATION PLAN DOCUMENT**

WHEREAS, Susquehanna Township has adopted a 457 Deferred Compensation Retirement Plan for employees effective January 1, 2017; and

WHEREAS, it is necessary to amend the Plan Document to replaced David Kratzer with David Pribulka as a Trustee of the Plan.

NOW, THEREFORE, BE IT RESOLVED, the undersigned authorized representatives of Susquehanna Township (“the Employer”) hereby certify that the following resolutions were duly adopted by the Employer on June 9, 2022, and that such resolutions have not been modified or rescinded as of the date hereof.

BE IT FURTHER RESOLVED that the form of amended 457 Plan and Trust effective January 1, 2017, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

BE IT FURTHER RESOLVED that the undersigned further certifies that attached hereto as Exhibits “A” and “B”, respectively, are true copies of the Susquehanna Township 457 Plan as amended and restated, and the Summary of 457 Provisions, which are hereby approved and adopted.

BE IT, AND THE SAME IS HEREBY RESOLVED, this 9th day of June 2022.

**SUSQUEHANNA TOWNSHIP
BOARD OF COMMISSIONERS**

Frank Lynch, President

ATTEST:

David Pribulka, Secretary

Exhibit "A"

ELIGIBLE 457 PLAN

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(e) **Other similar items.** Other items of remuneration which are similar to any of the items in Sections 1.11(B)(3)(a) through (d).

(4) **Alternative (general) 415 Compensation.** Under this definition, Compensation means as defined in Section 1.11(B)(3) but with the addition of: (a) amounts described in Code §§104(a)(3), 105(a), or 105(h) but only to the extent that these amounts are includible in Employee's gross income; (b) amounts paid or reimbursed by the Employer for moving expenses incurred by the Employee, but only to the extent that at the time of payment it is reasonable to believe these amounts are not deductible by the Employee under Code §217; (c) the value of a nonstatutory option (an option other than a statutory option under Treas. Reg. §1.421-1(b)) granted by the Employer to the an Employee, but only to the extent that the value of the option is includible in the Employee's gross income for the Taxable Year of the grant; (d) the amount includible in the Employee's gross income upon the Employee's making of an election under Code §83(b); and (e) amounts that are includible in the Employee's gross income under Code §409A or Code §457(D)(1)(A) or because the amounts are constructively received by the Participant. [Note if the Plan's definition of Compensation is W-2 Wages or Code §3401(a) Wages, then Compensation already includes the amounts described in clause (e).]

(C) **Deemed 125 Compensation.** Deemed 125 Compensation means, in the case of any definition of Compensation which includes a reference to Code §125, amounts under a Code §125 plan of the Employer that are not available to a Participant in cash in lieu of group health coverage, because the Participant is unable to certify that he/she has other health coverage.

(D) **Modification to Compensation.** The Employer must specify in the Adoption Agreement the Compensation the Plan Administrator is to take into account in allocating Deferral Contributions to a Participant's Account. For all Plan Years other than the Plan Year in which the Employee first becomes a Participant, the Plan Administrator will take into account only the Compensation determined for the portion of the Plan Year in which the Employee actually is a Participant.

(E) **Elective Contributions.** Compensation under Section 1.05 includes Elective Contributions unless the Employer in the Adoption Agreement elects to exclude Elective Contributions. "Elective Contributions" are amounts excludible from the Employee's gross income under Code §§125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b), 408(p) or 457, and contributed by the Employer, at the Employee's election, to a cafeteria plan, a qualified transportation fringe benefit plan, a 401(k) arrangement, a SARSEP, a tax-sheltered annuity, a SIMPLE plan or a Code §457 plan.

(F) **Post-Severance Compensation.** Compensation includes Post-Severance Compensation to the extent the Employer elects in the Adoption Agreement or as the Plan otherwise provides. Post-Severance Compensation is Compensation paid after a Participant's Severance from Employment from the Employer, as further described in this Section 1.05(F). As the Employer elects, Post-Severance Compensation may include any or all of regular pay, leave cash-outs, or deferred compensation paid within the time period described in Section 1.05(F)(1), and may also include salary continuation for disabled Participants, all as defined below. Any other payment paid after Severance from Employment that is not described in this Section 1.05(F) is not Compensation even if payment is made within the time period described below. Post-Severance Compensation does not

include severance pay, parachute payments under Code §280G(b)(2) or payments under a nonqualified unfunded deferred compensation plan unless the payments would have been paid at that time without regard to Severance from Employment.

(1) **Timing.** Post-Severance Compensation includes regular pay, leave cashouts, or deferred compensation only to the extent the Employer pays such amounts by the later of 2 1/2 months after Severance from Employment or by the end of the Limitation Year that includes the date of such Severance from Employment.

(a) **Regular pay.** Regular pay means the payment of regular Compensation for services during the Participant's regular working hours, or Compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, but only if the payment would have been paid to the Participant prior to a Severance from Employment if the Participant had continued in employment with the Employer.

(b) **Leave cash-outs.** Leave cash-outs means payments for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued and if Compensation would have included those amounts if they were paid prior to the Participant's Severance from Employment.

(c) **Deferred compensation.** As used in this Section 1.05(F), deferred compensation means the payment of deferred compensation pursuant to an unfunded deferred compensation plan, if Compensation would have included the Deferred Compensation if it had been paid prior to the Participant's Severance from Employment, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

(2) **Salary continuation for disabled Participants.** Salary continuation for disabled Participants means Compensation paid to a Participant who is permanently and totally disabled (as defined in Code §22(e)(3)).

(G) **Differential Wage Payments.** An individual receiving a Differential Wage Payment, as defined by Code §3401(h)(2), shall be treated as an employee of the employer making the payment and the Differential Wage Payment shall be treated as compensation for purposes of Code §457(b) and any other Internal Revenue Code section that references the definition of compensation under Code §415, including the definition of Includible Compensation as provided in Section 1.15.

1.06 "Deferral Contributions" means as the Employer elects on the Adoption Agreement, Salary Reduction Contributions, Nonelective Contributions and Matching Contributions. The Plan Administrator in applying the Code §457(b) limit will take into account Deferral Contributions in the Taxable Year in which deferred, or if later, in the Taxable Year in which the Deferral Contributions are no longer subject to a Substantial Risk of Forfeiture. The Plan Administrator in determining the amount of a Participant's Deferral Contributions disregards the net income, gain and loss attributable to Deferral Contributions unless the Deferral Contributions are subject to a Substantial Risk of Forfeiture. If a Deferral Contribution is subject to a Substantial Risk of Forfeiture, the Plan Administrator takes into the Deferral Contribution as adjusted

1.29 "Salary Reduction Agreement" means a written agreement between a Participant and the Employer, by which the Employer reduces the Participant's Compensation for Compensation not available as of the date of the election and contributes the amount as a Salary Reduction Contribution to the Participant's Account.

1.30 "Salary Reduction Contribution" means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement.

1.31 "Service" means any period of time the Employee is in the employ of the Employer. In the case of an Independent Contractor, Service means any period of time the Independent Contractor performs services for the Employer on an independent contractor basis. An Employee or Independent Contractor terminates Service upon incurring a Severance from Employment.

(A) **Qualified Military Service.** Service includes any qualified military service the Plan must credit for contributions and benefits in order to satisfy the crediting of Service requirements of Code §414(u). A Participant whose employment is interrupted by qualified military service under Code §414(u) or who is on a leave of absence for qualified military service under Code §414(u) may elect to make additional Salary Reduction Contributions upon resumption of employment with the Employer equal to the maximum Deferral Contributions that the Participant could have elected during that period if the Participant's employment with the Employer had continued (at the same level of Compensation) without the interruption of leave, reduced by the Deferral Contributions, if any, actually made for the Participant during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave). The Employer shall make appropriate make-up Nonelective Contributions and Matching Contributions for such a Participant as required under Code §414(u). The Plan shall apply limitations of Article III to all Deferral Contributions under this paragraph with respect to the year to which the Deferral Contribution relates.

(B) **"Continuous Service"** as the Adoption Agreement describes means Service with the Employer during which the Employee does not incur a Severance from Employment.

(C) **"Severance from Employment."**

(1) **Employee.** An Employee has a Severance from Employment when the Employee ceases to be an Employee of the Employer. A Participant does not incur a Severance from Employment if, in connection with a change in employment, the Participant's new employer continues or assumes sponsorship of the Plan or accepts a Transfer of Plan assets as to the Participant.

(2) **Independent Contractor.** An Independent Contractor has a Severance from Employment when the contract(s) under which the Independent Contractor performs services for the Employer expires (or otherwise terminates), unless the Employer anticipates a renewal of the contractual relationship or the Independent Contractor becoming an Employee. The Employer anticipates renewal if it intends to contract for the services provided under the expired contract and neither the Employer nor the Independent Contractor has eliminated the Independent Contractor as a potential provider of such services under the new contract. Further, the Employer intends to contract for services conditioned only upon the Employer's need for the services provided under the expired contract or the Employer's availability of funds. Notwithstanding the preceding provisions of this Section 1.31, the Plan Administrator will

consider an Independent Contractor to have incurred a Severance from Employment: (a) if the Plan Administrator or Trustee will not pay any Deferred Compensation to an Independent Contractor who is a Participant before a date which is at least twelve months after the expiration of the Independent Contractor's contract (or the last to expire of such contracts) to render Services to the Employer; and (b) if before the applicable twelve-month payment date, the Independent Contractor performs Service as an Independent Contractor or as an Employee, the Plan Administrator or Trustee will not pay to the Independent Contractor his or her Deferred Compensation on the applicable date.

(3) **Deemed Severance.** Notwithstanding Section 1.05(F), if the Employer elects in the Adoption Agreement, then if a Participant performs service in the uniformed services (as defined in Code §414(u)(12)(B)) on active duty for a period of more than 30 days, the Participant will be deemed to have a severance from employment solely for purposes of eligibility for distribution of amounts not subject to Code §412. However, the Plan will not distribute such a Participant's Account on account of this deemed severance unless the Participant specifically elects to receive a benefit distribution hereunder. If a Participant elects to receive a distribution on account of this deemed severance, then no Deferral Contributions may be made for the Participant during the 6-month period beginning on the date of the distribution. If a Participant would be entitled to a distribution on account of a deemed severance, and a distribution on account of another Plan provision, then the other Plan provision will control and the 6-month suspension will not apply.

1.32 "State" means (a) one of the 50 states of the United States or the District of Columbia, or (b) a political subdivision of a State, or any agency or instrumentality of a State or its political subdivision. A State does not include the federal government or any agency or instrumentality thereof.

1.33 "Substantial Risk of Forfeiture" exists if the Plan expressly conditions a Participant's right to Deferred Compensation upon the Participant's future performance of substantial Service for the Employer.

1.34 "Tax-Exempt Organization" means any tax-exempt organization other than a governmental unit or a church or qualified church-controlled organization within the meaning of Code §3121(w)(3).

1.35 "Taxable Year" means the calendar year or other taxable year of a Participant.

1.36 "Transfer" means a transfer of Eligible 457 Plan assets to another Eligible 457 Plan which is not a Rollover Contribution and which is made in accordance with Section 9.03.

1.37 "Trust" means the Trust created under the adopting Employer's Plan. A Trust required under a Governmental Eligible 457 Plan is subject to Article VIII. Any Trust under a Tax-Exempt Organization Eligible 457 Plan is subject to Section 5.09.

1.38 "Trustee" means the person or persons who as Trustee execute the Employer's Adoption Agreement, or any successor in office who in writing accepts the position of Trustee.

1.39 Type of 457 Plan. This Plan is an Eligible 457 Plan, which is a plan which satisfies the requirements of Code §457(b) and Treas. Reg. §§1.457-3 through -10. The Employer in the Adoption Agreement must specify whether the plan is either a

ARTICLE II ELIGIBILITY AND PARTICIPATION

2.01 ELIGIBILITY. Each Employee who is not an Excluded Employee becomes a Participant in the Plan in accordance with the eligibility conditions and as of the Plan Entry Date the Employer elects in the Adoption Agreement. If this Plan is a restated Plan, each Employee who was a Participant in the Plan on the day before the Effective Date continues as a Participant in the Plan, irrespective of whether he/she satisfies the eligibility conditions in the restated Plan, unless the Employer indicates otherwise in the Adoption Agreement.

2.02 PARTICIPATION UPON RE-EMPLOYMENT. A Participant who incurs a Severance from Employment will re-enter the Plan as a Participant on the date of his or her re-employment. An Employee who satisfies the Plan's eligibility conditions but who incurs a Severance from Employment prior to becoming a Participant will become a Participant on the later of the Plan Entry Date on which he/she would have entered the Plan had he/she not incurred a Severance from Employment or the date of his or her re-employment. Any Employee who incurs a Severance from Employment prior to satisfying the Plan's eligibility conditions becomes a Participant in accordance with the Adoption Agreement.

2.03 CHANGE IN EMPLOYMENT STATUS. If a Participant has not incurred a Severance from Employment but ceases to be eligible to participate in the Plan, by reason of becoming an Excluded Employee, the Plan Administrator must treat the Participant as an Excluded Employee during the period such a Participant is subject to the Adoption Agreement exclusion. The Plan Administrator determines a Participant's sharing in the allocation of Employer Contributions by disregarding his or her Compensation paid by the Employer for services rendered in his or her capacity as an Excluded Employee. However, during such period of exclusion, the Participant, without regard to employment classification, continues to share fully in Plan income allocations under Section 5.07 and to accrue vesting service if applicable.

(2) **Multiple 457 Plans.** If the Employer maintains more than one Eligible 457 Plan, the Plans may not permit any Participant to have more than one Normal Retirement Age under the Plans.

(3) **Police and Firefighters.** In a Governmental Eligible 457 Plan with qualified police or firefighter Participants within the meaning of Code §415(b)(2)(H)(ii)(I), the Employer in the Adoption Agreement may elect (or permit the qualified Participants to elect) a Normal Retirement Age as early as age 40 and as late as age 70 1/2.

(C) **Pre-2002 Coordination.** In determining a Participant's underutilized limitation, the Plan Administrator, in accordance with Treas. Reg. §1.457-4(c)(3)(iv), must apply the coordination rule in effect under now repealed Code §457(c)(2). The Plan Administrator also must determine the Normal Limitation for pre-2002 Taxable Years in accordance with Code §457(b)(2) as then in effect.

3.06 AGE 50 CATCH-UP CONTRIBUTION. An Employer sponsoring a Governmental Eligible 457 Plan must specify in the Adoption Agreement whether the Participants are eligible to make age 50 catch-up contributions.

If an Employer elects to permit age 50 catch-up contributions, all Employees who are eligible to make Salary Reduction Contributions under this Plan and who have attained age 50 before the close of the Taxable Year are eligible to make age 50 catch-up contributions for that Taxable Year in accordance with, and subject to the limitations of, Code §414(v). Such catch-up contributions are not taken into account for purposes of the provisions of the Plan implementing the required limitations of Code §457. If, for a Taxable Year, an Employee makes a catch-up contribution under Section 3.05, the Employee is not eligible to make age 50 catch-up contributions under this Section 3.06. A catch-up eligible Participant in each Taxable Year is entitled to the greater of the amount determined under Section 3.05 or Section 3.06 Catch-Up Amount plus the Section 3.04 Normal Limitation.

3.07 CONTRIBUTION ALLOCATION. The Plan Administrator will allocate to each Participant's Account his or her Deferral Contributions. The Employer will allocate Employer Nonelective and Matching Contributions to the Account of each Participant who satisfies the allocation conditions in the Adoption Agreement in the following manner:

(a) **Fixed match.** To the extent the Employer makes Matching Contributions under a fixed Adoption Agreement formula, the Plan Administrator will allocate the Matching Contribution to the Account of the Participant on whose behalf the Employer makes that contribution. A fixed Matching Contribution formula is a formula under which the Employer contributes a specified percentage or dollar amount on behalf of a Participant based on that Participant's Salary Reduction Contributions.

(b) **Discretionary match.** To the extent the Employer makes Matching Contributions under a discretionary Adoption Agreement formula, the Plan Administrator will allocate the Matching Contributions to a Participant's Account in the same proportion that each Participant's Salary Reduction Contributions taken into account under the formula bear to the total Salary Reduction Contributions of all Participants.

(c) **Tiered match.** If the Matching Contribution formula is a tiered formula, the Plan Administrator will allocate separately the Matching Contributions with respect to each tier

of Salary Reduction Contributions, in accordance with the tiered formula.

(d) **Discretionary nonelective.** The Plan Administrator will allocate discretionary Nonelective Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year, unless the Employer elects otherwise in the Adoption Agreement.

(e) **Fixed nonelective.** The Plan Administrator will allocate fixed Nonelective Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year, unless the Employer elects otherwise in the Adoption Agreement.

(f) **Other nonelective.** The Plan Administrator will allocate Nonelective Contributions for a Plan Year as specified in the Adoption Agreement.

3.08 ALLOCATION CONDITIONS. The Plan Administrator will determine the allocation conditions applicable to Nonelective Contributions or to Matching Contributions (or to both) in accordance with the Employer's elections in the Adoption Agreement. The Plan Administrator will not allocate to a Participant any portion of an Employer Contribution (or forfeiture if applicable) for a Plan Year or applicable portion thereof in which the Participant does not satisfy the applicable allocation condition(s).

3.09 ROLLOVER CONTRIBUTIONS. If elected in the Adoption Agreement, an Employer sponsoring a Governmental Eligible 457 Plan may permit Rollover Contributions.

(A) **Operational Administration.** The Employer, operationally and on a nondiscriminatory basis, may elect to limit an eligible Employee's right or a Participant's right to make a Rollover Contribution. Any Participant (or as applicable, any eligible Employee), with the Employer's written consent and after filing with the Trustee the form prescribed by the Plan Administrator, may make a Rollover Contribution to the Trust. Before accepting a Rollover Contribution, the Trustee may require a Participant (or eligible Employee) to furnish satisfactory evidence the proposed transfer is in fact a "Rollover Contribution" which the Code permits an employee to make to an eligible retirement plan. The Trustee, in its sole discretion, may decline to accept a Rollover Contribution of property which could: (1) generate unrelated business taxable income; (2) create difficulty or undue expense in storage, safekeeping or valuation; or (3) create other practical problems for the Trust.

(B) **Pre-Participation Rollover.** If an eligible Employee makes a Rollover Contribution to the Trust prior to satisfying the Plan's eligibility conditions, the Plan Administrator and Trustee must treat the Employee as a limited Participant (as described in Rev. Rul. 96-48 or in any successor ruling). A limited Participant does not share in the Plan's allocation of any Employer Contributions and may not make Salary Reduction Contributions until he/she actually becomes a Participant in the Plan. If a limited Participant has a Severance from Employment prior to becoming a Participant in the Plan, the Trustee will distribute his or her Rollover Contributions Account to the limited Participant in accordance with Article IV.

(C) **Separate Accounting.** If an Employer permits Rollover Contributions, the Plan Administrator must account separately for: (1) amounts rolled into this Plan from an eligible retirement plan (other than from another Governmental Eligible 457 plan); and (2) amounts rolled into this Plan from another

The Plan shall accept a rollover contribution of Roth Elective Deferrals only if it is a direct rollover from another Plan which permits Roth Elective Deferrals as described in Code §402A(e)(1) and only to the extent the rollover is permitted under the rules of Code §402(c). The Employer, operationally and on a uniform and nondiscriminatory basis, may decide whether to accept any such rollovers.

The Plan shall not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth Elective Deferral account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Roth Elective Deferrals are not taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than \$200 during a year. Furthermore, the Plan will treat a Participant's Roth Elective Deferral account and the Participant's other accounts as held under two separate plans for purposes of applying the automatic rollover rules. However, eligible rollover distributions of a Participant's Roth Elective Deferrals are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceed the Plan's limits for purposes of mandatory distributions from the Plan.

The provisions of the Plan that allow a Participant to elect a direct rollover of only a portion of an eligible rollover distribution but only if the amount rolled over is at least \$500 is applied by treating any amount distributed from a Participant's Roth Elective Deferral account as a separate distribution from any amount distributed from the Participant's other accounts in the Plan, even if the amounts are distributed at the same time.

(H) Automatic Enrollment. If the Plan utilizes an automatic enrollment feature as described in Section 3.02(B), then any such automatic contribution shall be a Pre-Tax Elective Deferral.

(I) Operational Compliance. The Plan Administrator will administer Roth Elective Deferrals in accordance with applicable regulations or other binding authority.

3.13 BENEFIT ACCRUAL. If the Employer elects to apply this Section, then effective as of the date adopted, for benefit accrual purposes, the Plan treats an individual who dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability.

(A) Determination of benefits. The amount of Matching Contributions to be made pursuant to this Section 3.13 shall be determined as though the amount of Salary Reduction Contributions of an individual treated as reemployed under this Section on the basis of the individual's average actual Salary Reduction Contributions for the lesser of: (i) the 12-month period of service with the Employer immediately prior to qualified military service; or (ii) the actual length of continuous service with the Employer.

3.14 ELIGIBLE AUTOMATIC CONTRIBUTION ARRANGEMENT (EACA). As elected in the Adoption Agreement, the Employer maintains a Plan with automatic enrollment provisions as an Eligible Automatic Contribution Arrangement ("EACA"). Accordingly, the Plan will satisfy the (1) uniformity requirements, and (2) notice requirements under this Section.

(A) Uniformity. The Automatic Deferral Percentage must be a uniform percentage of Compensation. All Participants in the EACA, as defined in Amendment Section 2.1, are subject to Automatic Deferrals, except to the extent otherwise provided in Amendment Section 2.2. If a Participant's Affirmative Election expires or otherwise ceases to be in effect, the Participant will immediately thereafter be subject to Automatic Deferrals, except to the extent otherwise provided in Amendment Section 2.2. However, the Plan does not violate the uniform Automatic Deferral Percentage merely because the Plan applies any of the following provisions:

(a) Years of participation. The Automatic Deferral Percentage varies based on the number of plan years the Participant has participated in the Plan while the Plan has applied EACA provisions;

(b) No reduction from prior default percentage. The Plan does not reduce an Automatic Deferral Percentage that, immediately prior to the EACA's effective date was higher (for any Participant) than the Automatic Deferral Percentage;

(c) Applying statutory limits. The Plan limits the Automatic Deferral amount so as not to exceed the limits of Code Section 457(b)(2) (determined without regard to Age 50 Catch-Up Deferrals).

(B) EACA notice. The Plan Administrator annually will provide a notice to each Participant a reasonable period prior to each plan year the Employer maintains the Plan as an EACA ("EACA Plan Year").

(a) Deemed reasonable notice/new Participant. The Plan Administrator is deemed to provide timely notice if the Plan Administrator provides the EACA notice at least 30 days and not more than 90 days prior to the beginning of the EACA Plan Year.

(b) Mid-year notice/new Participant or Plan. If: (a) an Employee becomes eligible to make Salary Reduction Contributions in the Plan during an EACA Plan Year but after the Plan Administrator has provided the annual EACA notice for that plan year; or (b) the Employer adopts mid-year a new Plan as an EACA, the Plan Administrator must provide the EACA notice no later than the date the Employee becomes eligible to make Salary Reduction Contributions. However, if it is not practicable for the notice to be provided on or before the date an Employee becomes a Participant, then the notice will nonetheless be treated as provided timely if it is provided as soon as practicable after that date and the Employee is permitted to elect to defer from all types of Compensation that may be deferred under the Plan earned beginning on that date.

(c) Content. The EACA notice must provide comprehensive information regarding the Participants' rights and obligations under the Plan and must be written in a manner calculated to be understood by the average Participant in accordance with applicable guidance.

(C) EACA permissible withdrawal. If elected in in the Adoption Agreement, a Participant who has Automatic Deferrals

permitted) without changing the repayment schedule is not treated as a new loan.

(d) Treatment of In-Plan Roth Rollover Contributions.

(1) Amount of In-Plan Roth Rollover Contribution. A Participant may take an in-service distribution only for purposes of electing a direct rollover to an In-Plan Roth Rollover Contribution Account. A portion of the amount that is eligible to be rolled over to an In-Plan Roth Rollover Contribution Account may be distributed solely for the purpose of federal or state income tax withholding for the Participant's anticipated tax obligations regarding the amount includible in the Participant's gross income by reason of the In-Plan Roth Rollover Contribution (and the amount withheld for income taxes). The Administrator may limit the amount of the 100% withholding distribution to the amount the Administrator reasonably determines is sufficient to satisfy the Participant's federal and/or state income tax liability relating to the Plan distribution.

(2) No rollover or distribution treatment. Notwithstanding any other Plan provision, a direct In-Plan Roth Rollover Contribution is not a rollover contribution for purposes of the Plan. Accordingly, the Plan will take into account the amounts attributable to an "in-Plan Roth rollover contribution" in determining whether a Participant's Vested Account balance exceeds \$5,000 for purposes of Code §411(a)(11). In addition, an "in-Plan Roth rollover contribution" is not a distribution for purposes of Code §§401(a)(11) (relating to spousal consent) and 3405(c) (relating to mandatory income tax withholding). Furthermore, it is not a distribution for purposes of applying any limitations that a Plan may impose with respect to the number of in-service distributions permitted by the Plan.

(3) Withdrawal of In-Plan Roth Rollover Contributions. A Participant may withdraw amounts from the Participant's In-Plan Roth Rollover Contribution Account only when the Participant is eligible for a distribution from the Plan account that is the source of the "in-Plan Roth rollover contribution." This Section does not expand (except, if elected, for distributions for withholding) or eliminate any distribution rights on amounts that a Participant elects to treat as an "in-Plan Roth rollover contribution."

(e) Definitions and other rules.

(1) In-Plan Roth Rollover Contribution. An "in-Plan Roth rollover contribution" means a rollover contribution to the Plan that consists of a distribution from a Participant's Plan account, other than a designated Roth account, that the Participant rolls over to the Participant's designated In-Plan Roth Rollover Contribution Account in the Plan, in accordance with Code §402(c)(4). An "in-Plan Roth rollover contribution" may occur only by a direct rollover.

(2) Distribution from partially Vested account. Distributions (i.e., the source of the "in-Plan Roth rollover contribution" amounts) are permitted only from Vested amounts allocated to a qualifying source as identified in the Adoption Agreement. If a distribution is made to a Participant who has not severed employment and who is not fully Vested in the Participant's Account from which the rollover is to be made, and the Participant may increase the Vested percentage in such account, then at any relevant time the Participant's Vested portion of the account will be determined in the manner set forth in Section 6.5(h).

3.16 IN-PLAN ROTH TRANSFER

(a) Right to elect In-Plan Roth Rollover Contribution. As elected in the Adoption Agreement, a Participant may elect to transfer amounts to an In-Plan Roth Transfer Account in accordance with the provisions of the Plan and this Amendment. In-Plan Roth Transfers will be subject to the taxation provisions and separate accounting requirements that apply to designated Roth accounts. Furthermore, the Participant shall be fully Vested in the portion of his or her account attributable to the In-Plan Roth Transfer.

(b) Form of transfer. The Plan will transfer investments to the Participant's In-Plan Roth Transfer Account in accordance with the Plan terms and procedures governing Plan investments. A Participant loan that is transferred to a Participant's In-Plan Roth Transfer Account (if such transfer is permitted) without changing the repayment schedule is not treated as a new loan.

(c) Treatment of In-Plan Roth Rollover Contributions.

(1) No distribution treatment. An In-Plan Roth Transfer is not a Plan distribution. Accordingly, the Plan may not withhold or distribute any amounts for income tax withholding, unless a distribution of other amounts is permitted pursuant to the terms of the Plan.

(2) Withdrawal of In-Plan Roth Transfers. A Participant may withdraw amounts from the Participant's In-Plan Roth Transfer Account only when the Participant is eligible for a distribution from the Plan account that is the source of the In-Plan Roth Transfer. This Amendment does not expand or eliminate any distribution rights or restrictions on amounts that a Participant elects to treat as an In-Plan Roth Transfer.

(d) Definitions and other rules.

(1) In-Plan Roth Transfer. An In-Plan Roth Transfer means an amount that a Participant elects to transfer from a Plan Account, other than a designated Roth Account, into an In-Plan Roth Transfer Account, in accordance with Code §402(c)(4)(E) and this Amendment. An In-Plan Roth Transfer may only be made with respect to amounts that are not distributable under the terms of the Plan.

(2) Distribution from partially Vested account. Distributions (i.e., the source of the "in-Plan Roth rollover contribution" amounts) are permitted only from Vested amounts allocated to a qualifying source as identified in the Adoption Agreement. If a distribution is made to a Participant who has not severed employment and who is not fully Vested in the Participant's Account from which the rollover is to be made, and the Participant may increase the Vested percentage in such account, then at any relevant time the Participant's Vested portion of the account will be determined in the manner set forth in Section 6.5(h).

(3) In-Plan Roth Transfer Account. An In-Plan Roth Transfer Account is a sub-account the Plan Administrator establishes for the purpose of separately accounting for a Participant's Transfers attributable to the Participant's In-Plan Roth Transfers. The Plan Administrator has authority to establish such a sub-account, and to the extent necessary, may establish sub-accounts based on the source of the In-Plan Roth Transfer. The Plan Administrator will administer an In-Plan Roth Transfer Account as provided by IRS guidance and the Plan provisions, including the provisions of this Amendment.

(4) Participant includes certain alternate payees. For purposes of eligibility for an In-Plan Roth Transfer, the Plan will treat a Participant's alternate payee spouse or former spouse

**ARTICLE IV
TIME AND METHOD OF
PAYMENT OF BENEFITS**

4.01 DISTRIBUTION RESTRICTIONS. Except as the Plan provides otherwise, the Plan Administrator or Trustee may not distribute to a Participant the amounts in his or her Account prior to one of the following events:

- (a) The Participant's attaining age 70 1/2;
- (b) The Participant's Severance from Employment; or
- (c) The Participant's death.

4.02 TIME AND METHOD OF PAYMENT OF ACCOUNT. The Plan Administrator, or Trustee at the direction of the Plan Administrator, will distribute to a Participant who has incurred a Severance from Employment the Participant's Vested Account under one or any combination of payment methods and at the time(s) the Adoption Agreement specifies. If the Adoption Agreement permits more than one time or method, the Plan Administrator, in the absence of a Participant election described below, will determine the time and method applicable to a particular Participant. In no event will the Plan Administrator direct (or direct the Trustee to commence) distribution, nor will the Participant elect to have distribution commence, later than the Participant's required beginning date, or under a method that does not satisfy Section 4.03.

(A) Participant Election of Time and Method. The Employer in the Adoption Agreement must elect whether to permit Participants to elect the timing and method of distribution of their Account in accordance with this Section 4.02. The Plan Administrator must consent to the specific terms of any such Participant election and the Plan Administrator in its sole discretion may withhold consent. Subject to the foregoing conditions, a Participant: (1) may elect to postpone distribution of his or her Account beyond the time the Employer has elected in the Adoption Agreement, to any fixed or determinable date including, but not beyond, the Participant's required beginning date; and (2) may elect the method of payment. A Participant in a Tax Exempt Organization Eligible 457 Plan may elect the timing and method of payment of his or her Account no later than 30 days before the date the Plan Administrator or Trustee first would commence payment of the Participant's Account in accordance with the Adoption Agreement. The Plan Administrator must furnish to the Participant a form for the Participant to elect the time and a method of payment. A Participant in a Governmental Eligible 457 Plan is not subject to any such requirement in election the timing or method of payment.

(B) Number of Initial Elections/Subsequent Elections. A Participant in a Tax-Exempt Organization Eligible 457 Plan may make any number of elections or revoke any prior election under Section 4.02(A) within the election period. Once the initial election period expires, a Participant, before payment would commence under the Participant's initial election, may make one additional election to defer (but not to accelerate) the timing of payment of his or her Account and also as to the method of payment.

(C) No Election/Default. If the Participant does not make a timely election regarding the time and method of payment, the Plan Administrator will pay or direct the Trustee to pay the Participant's Account in accordance with the Adoption Agreement.

(D) Mandatory Distribution. The Employer in the Adoption Agreement will elect whether the Plan will make Mandatory Distributions. If the Employer elects Mandatory Distributions, the Employer may determine operationally whether to include Rollover Contributions in determining whether the Participant is subject to Mandatory Distributions.

4.03 REQUIRED MINIMUM DISTRIBUTIONS. The Plan Administrator may not distribute nor direct the Trustee to distribute the Participant's Account, nor may the Participant elect any distribution his or her Account, under a method of payment which, as of the required beginning date, does not satisfy the minimum distribution requirements of Code §401(a)(9) or which is not consistent with applicable Treasury regulations.

(A) General Rules.

(1) Precedence. The requirements of this Section 4.03 will take precedence over any inconsistent provisions of the Plan.

(2) Requirements of Treasury Regulations Incorporated. All distributions required under this Section 4.03 will be determined and made in accordance with the Treasury regulations under Code §401(a)(9).

(B) Time and Manner of Distribution.

(1) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

(2) Death of Participant Before Distribution Begins. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(a) Spouse Designated Beneficiary. If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then, except as the Employer may elect in the Adoption Agreement, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.

(b) Non-Spouse Designated Beneficiary. If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then, except as the Employer may elect in the Adoption Agreement, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(c) No Designated Beneficiary. If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(d) Death of Spouse. If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section

The Employer's election may permit a Designated Beneficiary to elect which of these rules will apply or may specify which rule applies. However, the life expectancy rule (whether subject to election or not) applies only in the case of a Designated Beneficiary. The 5-year rule applies as to any Beneficiary who is not a Designated Beneficiary. A permitted election under this Section must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under Section 4.03(D)(2)(a), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death.

(E) Definitions.

(1) Designated Beneficiary. The individual who is designated as the Beneficiary under the Plan and is the designated beneficiary under Code §401(a)(9) and Treas. Reg. §1.401(a)(9)-1, Q&A-4.

(2) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which the distributions are required to begin under Section 4.03(B)(2). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

(3) Life expectancy. Life expectancy as computed by use of the Single Life Table in Treas. Reg. §1.401(a)(9)-9.

(4) Participant's account balance. The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any Rollover Contributions or Transfers to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(5) Required beginning date. A Participant's required beginning date is the April 1 of the calendar year following the later of: (1) the calendar year in which the Participant attains age 70 1/2, or (2) the calendar year in which the Participant retires or such other date under Code §401(a)(9) by which required minimum distributions must commence.

4.04 DEATH BENEFITS. Upon the death of the Participant, the Plan Administrator must pay or direct the Trustee to pay the Participant's Account in accordance with Section 4.03. Subject to Section 4.03, a Beneficiary may elect the timing and method of payment in the same manner as a Participant may elect under Section 4.02, if such elections apply.

If a Participant dies while performing qualified military service (as defined in Code §414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided

under the Plan as if the Participant had resumed and then terminated employment on account of death.

4.05 DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT. The Employer must elect in the Adoption Agreement whether to permit in-service distributions of a Participant's Vested Account under this Section 4.05, notwithstanding the Section 4.01 distribution restrictions.

(A) Unforeseeable Emergency. In the event of a Participant's unforeseeable emergency, the Plan Administrator may make a distribution to a Participant who has not incurred a Severance from Employment (or who has incurred a Severance but will not begin to receive payments until some future date). In the event of an unforeseeable emergency, the Plan Administrator also may accelerate payments to a Participant or to a Beneficiary. The Plan Administrator will establish a policy for determining whether an unforeseeable emergency exists. An unforeseeable emergency is a severe financial hardship of a Participant or Beneficiary resulting from: (1) illness or accident of the Participant, the Beneficiary, or the Participant's or Beneficiary's spouse or dependent (as defined in Code §152(a)); (2) loss of the Participant's or Beneficiary's property due to casualty; (3) the need to pay for the funeral expenses of the Participant's or Beneficiary's spouse or dependent (as defined in Code §152(a)); or (4) other similar extraordinary and unforeseeable circumstances arising from events beyond the Participant's or Beneficiary's control, or which applicable law may define as an unforeseeable emergency. The Plan Administrator will not pay the Participant or the Beneficiary more than the amount reasonably necessary to satisfy the emergency need, which may include amounts necessary to pay taxes or penalties on the distribution. The Plan Administrator will not make payment to the extent the Participant or Beneficiary may relieve the financial hardship by cessation of deferrals under the Plan, through insurance or other reimbursement, or by liquidation of the individual's assets to the extent such liquidation would not cause severe financial hardship.

The Participant's Beneficiary is a person who a Participant designates and who is or may become entitled to a Participant's Plan Account upon the Participant's death.

(B) De minimis distribution. In accordance with the Employer's Adoption Agreement elections, the Plan Administrator may allow a Participant to elect to receive a distribution or the Plan Administrator will distribute (without a Participant election) any amount of the Participant's Account where: (1) the Participant's Account (disregarding Rollover Contributions) does not exceed \$5,000 (or such other amount as does not exceed the Code §411(a)(11)(A) dollar amount); (2) the Participant has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (3) the Participant has not received a prior distribution under this Section 4.05(B).

(C) Distribution of Rollover Contributions. The Employer in the Adoption Agreement may elect to permit a Participant to request and to receive distribution of the Participant's Account attributable to Rollover Contributions (but not to Transfers) before the Participant has a distributable event under Section 4.01.

4.06 DISTRIBUTIONS UNDER QUALIFIED DOMESTIC RELATIONS ORDERS (QDROs).

Notwithstanding any other provision of this Plan, the Employer in the Adoption Agreement may elect to apply the QDRO provisions of this Section 4.06. If Section 4.06 applies, the Plan Administrator (and any Trustee) must comply with the terms of a QDRO, as defined in Code §414(p), which is issued with respect to the Plan.

determining the required minimum distributions from the IRA that receives the non-spouse beneficiary's distribution.

(F) Definitions. The following definitions apply to this Section:

(1) Eligible rollover distribution. An eligible rollover distribution is any distribution of all or any portion of a Participant's Account, except an eligible rollover distribution does not include: (a) any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated Beneficiary, or for a specified period of ten years or more; (b) any Code §401(a)(9) required minimum distribution; (c) any unforeseeable emergency distribution; and (d) any distribution which otherwise would be an eligible rollover distribution, but where the total distributions to the Participant during that calendar year are reasonably expected to be less than \$200.

(2) Eligible retirement plan. An eligible retirement plan is an individual retirement account described in Code §408(a), an individual retirement annuity described in Code §408(b), an annuity plan described in Code §403(a), a qualified plan described in Code §401(a), an annuity contract (or custodial agreement) described in Code §403(b), or an eligible deferred compensation plan described in Code §457(b) and maintained by an Employer described in Code §457(e)(1)(A), which accepts the Participant's, the Participant's spouse or alternate payee's eligible rollover distribution.

A Participant or beneficiary may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code §408A(b). For this purpose, the term "eligible rollover distribution" includes a rollover distribution described in this Section.

(3) Direct rollover. A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(4) Mandatory distribution. A mandatory distribution is an eligible rollover distribution without the Participant's consent before the Participant attains the later of age 62 or Normal

Retirement Age (see paragraph 3.05 (B)). A distribution to a beneficiary is not a mandatory distribution.

(5) 401(a)(31)(B) Effective Date. The 401(a)(31)(B) Effective Date is the date of the close of the first regular legislative session of the legislative body with the authority to amend the Plan that begins on or after January 1, 2006.

4.08 ELECTION TO DEDUCT FROM DISTRIBUTION. An Eligible Retired Public Safety Officer may elect annually for that taxable year to have the Plan deduct an amount from a distribution which the Eligible Retired Public Safety Officer otherwise would receive and include in income. The Plan will pay such deducted amounts directly to pay qualified health insurance premiums.

(A) Direct payment. The Plan will pay directly to the provider of the accident or health insurance plan or qualified long-term care insurance contract the amounts the Eligible Retired Public Safety Officer has elected to have deducted from the distribution. Such amounts may not exceed the lesser of \$3,000 or the amount the Participant paid for such taxable year for qualified health insurance premiums, and which otherwise complies with Code §402(l).

(B) Definitions.

(1) Eligible retired public safety officer. An "Eligible Retired Public Safety Officer" is an individual who, by reason of disability or attainment of Normal Retirement Age, is separated from service as a Public Safety Officer with the Employer.

(2) Public safety officer. A "Public Safety Officer" has the same meaning as in Section 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3796b(9)(A)).

(3) Qualified health insurance premiums. The term "qualified health insurance premiums" means premiums for coverage for the Eligible Retired Public Safety Officer, his or her spouse, and dependents, by an accident or health insurance plan or qualified long-term care insurance contract (as defined in Code §7702B(b)).

pending their accrual and allocation in accordance with the Plan terms, or for other special items as the Plan Administrator determines is necessary and appropriate for proper plan administration.

(1) **By Contribution Type.** The Plan Administrator, will establish Plan Accounts for each Participant as necessary to reflect his or her Accounts attributable to the following Contribution Types and the Earnings attributable thereto: Pre-Tax Deferrals, Roth Deferrals, Matching Contributions, Nonelective Contributions, Rollover Contributions (including Roth versus pre-tax amounts), and Transfers.

(2) **By investment account type.** The Plan Administrator will establish separate Accounts for each Participant as necessary to reflect his or her investment account types as described below:

(a) **Pooled Accounts.** A Pooled Account is an Account which for investment purposes is not a Segregated Account or a Participant-Directed Account. If any or all Plan investment Accounts are Pooled Accounts, each Participant's Account has an undivided interest in the assets comprising the Pooled Account. In a Pooled Account, the value of each Participant's Account Balance consists of that proportion of the net worth (at fair market value) of the Trust Fund which the net credit balance in his or her Account (exclusive of the cash value of incidental benefit insurance contracts) bears to the total net credit balance in the Accounts of all Participants plus the cash surrender value of any insurance contracts held by the Trustee on the Participant's life. As of each Valuation Date, the Plan Administrator must reduce a Participant-Directed Account for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the valuation period.

(b) **Participant-Directed Accounts.** A Participant-Directed Account is an Account that the Plan Administrator establishes and maintains or directs the Trustee to establish and maintain for a Participant to invest in one or more assets that are not pooled assets held by the Trust, such as assets in a brokerage account or other property in which other Participants do not have any interest. As the Plan Administrator determines, a Participant-Directed Account may provide for a limited number and type of investment options or funds, or may be open-ended and subject only to any limitations imposed by applicable law. A Participant may have one or more Participant-Directed Accounts in addition to Pooled or Segregated Accounts. A Participant-Directed Account is credited and charged with the Earnings. As of each Valuation Date, the Plan Administrator must reduce a Participant-Directed Account for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the valuation period.

(c) **Segregated Accounts.** A Segregated Account is an Account the Plan Administrator establishes and maintains or directs the Trustee to establish and maintain for a Participant: (i) to facilitate installment payments; (ii) to hold a QDRO amount; (iii) to prevent a distortion of Plan Earnings allocations; or (iv) for such other purposes as the Plan Administrator may direct. A Segregated Account receives all income it earns and bears all expense or loss it incurs. The Trustee will invest the assets of a Segregated Account consistent with the purpose for which the Plan Administrator or Trustee established the Account. As of

each Valuation Date, the Plan Administrator must reduce a Segregated Account for any forfeiture arising after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the Valuation Period.

(3) **Amount of Account/distributions.** The amount of a Participant's Account, as determined by the Plan Administrator, is equal to the sum of all contributions, Earnings and other additions credited to the Account, less all distributions (including distributions to Beneficiaries and to alternate payees and also including disbursement of Plan loan proceeds), expenses and other charges against the Account as of a Valuation Date or other relevant date. For purposes of a distribution under the Plan, the amount of a Participant's Account Balance is determined based upon its value on the Valuation Date immediately preceding or coinciding with the date of the distribution. If any or all Plan investment Accounts are Participant-Directed Accounts, the directing Participant's Account Balance consists of the assets held within the Participant-Directed Account and the value of the Account is determined based upon the fair market value of such assets.

(4) **Account statements.** As soon as practicable after the Accounting Date of each Plan Year, the Plan Administrator will deliver to each Participant (and to each Beneficiary) a statement reflecting the amount of his or her Account Balance in the Trust as of the statement date or most recent Valuation Date. No Participant, except the Plan Administrator/Participant or Trustee/Participant, has the right to inspect the records reflecting the Account of any other Participant.

(B) **Allocation of Earnings.** This Section 5.07(B) applies solely to the allocation of Earnings of the Trust Fund. The Plan Administrator will allocate Employer Contributions and Participant forfeitures, if any, in accordance with Article III. Earnings means the net income, gain or loss earned by a particular Account, by the Trust, or with respect to a contribution or to a distribution, as the context requires.

(1) **Allocate as of Valuation Date.** As of each Valuation Date, the Plan Administrator must adjust Accounts to reflect Earnings for the Valuation Period since the last Valuation Date.

(2) **Definition of Valuation Date.** A Valuation Date under this Plan is each: (a) Accounting Date; (b) Valuation Date the Employer elects in the Adoption Agreement; or (c) Valuation Date the Plan Administrator establishes. The Employer in the Adoption Agreement or the Plan Administrator may elect alternative Valuation Dates for the different Contribution Types which the Plan Administrator maintains under the Plan.

(3) **Definition of Valuation Period.** The Valuation Period is the period beginning on the day after the last Valuation Date and ending on the current Valuation Date.

(4) **Allocation methods.** The Plan Administrator will allocate Earnings to the Participant Accounts in accordance with the daily valuation method, balance forward method, balance forward with adjustment method, weighted average method, Participant-Directed Account method, or other method the Employer elects under the Adoption Agreement. The Employer in the Adoption Agreement may elect alternative methods under which the Plan Administrator will allocate the Earnings to the Accounts reflecting different Contribution Types or investment

related to lost Participants under Section 5.14. The Plan Administrator will allocate a forfeiture in the Plan Year in which the forfeiture occurs or in the next following Plan Year.

5.12 PRESERVATION OF ELIGIBLE PLAN STATUS.

The Plan Administrator may elect to sever from this Plan and to treat as a separate 457 plan, the Accounts of any Participants who have Excess Deferrals that the Plan Administrator has not corrected in accordance with Section 3.10 or in the case of any other Code §457(b) failure that the Employer may not otherwise correct, and which failure would result in the Plan ceasing to be an Eligible 457 Plan. In such event, the Plan Administrator will take any necessary or appropriate action consistent with the Employer's maintenance of separate 457 plans and with preservation of Eligible 457 Plan status of this Plan.

5.13 LIMITED LIABILITY. The Employer will not be liable to pay plan benefits to a Participant in excess of the value of the Participant's Account as the Plan Administrator determines in accordance with the Plan terms. Neither the Employer nor the Plan Administrator will be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

5.14 LOST PARTICIPANTS. If the Plan Administrator is unable to locate any Participant or Beneficiary whose Account becomes distributable (a "lost Participant"), the Plan Administrator will apply the provisions of this Section 5.14.

(A) **Attempt to Locate.** The Plan Administrator will attempt to locate a lost Participant and may use one or more of the following methods: (1) provide a distribution notice to the lost Participant at his or her last known address by certified or registered mail; (2) use a commercial locator service, the internet or other general search method; (3) use the Social Security Administration or PBGC search program; or (4) use such other methods as the Plan Administrator believes prudent.

(B) **Failure to Locate.** If a lost Participant remains unlocated for 6 months following the date the Plan Administrator first attempts to locate the lost Participant using one or more of the methods described in Section 5.14(A), the Plan Administrator may forfeit the lost Participant's Account. If the Plan Administrator forfeits the lost Participant's Account, the forfeiture occurs at the end of the above-described 6-month period and the Plan Administrator will allocate the forfeiture in accordance with Section 5.11. The Plan Administrator under this Section 5.14(B) will forfeit the entire Account of the lost Participant, including Salary Reduction Contributions.

If a lost Participant whose Account was forfeited thereafter at any time but before the Plan has been terminated makes a claim for his or her forfeited Account, the Plan Administrator will restore the forfeited Account to the same dollar amount as the amount forfeited, unadjusted for net income, gains or losses occurring subsequent to the forfeiture. The Plan Administrator will make the restoration in the Plan Year in which the lost Participant makes the claim, first from the amount, if any, of Participant forfeitures the Plan Administrator otherwise would allocate for the Plan Year, then from the amount, if any, of Trust net income or gain for the Plan Year and last from the amount or additional amount the Employer contributes to the Plan for the Plan Year. The Plan Administrator will distribute the restored Account to the lost Participant not later than 60 days after the close of the Plan Year in which the Plan Administrator restores the forfeited Account.

(C) **Nonexclusivity and Uniformity.** The provisions of this Section 5.14 are intended to provide permissible but not exclusive means for the Plan Administrator to administer the Accounts of lost Participants. The Plan Administrator may utilize any other reasonable method to locate lost Participants and to administer the Accounts of lost Participants, including the default rollover under Section 4.07(C) and such other methods as the Revenue Service or the U.S. Department of Labor ("DOL") may in the future specify. The Plan Administrator will apply Section 5.14 in a reasonable manner, but may in determining a specific course of action as to a particular Account, reasonably take into account differing circumstances such as the amount of a lost Participant's Account, the expense in attempting to locate a lost Participant, the Plan Administrator's ability to establish and the expense of establishing a rollover IRA, and other factors. The Plan Administrator may charge to the Account of a lost Participant the reasonable expenses incurred under this Section 5.14 and which are associated with the lost Participant's Account.

5.15 PLAN CORRECTION. The Plan Administrator, in conjunction with the Employer and Trustee as appropriate, may undertake such correction of Plan errors as the Plan Administrator deems necessary, including but not limited to correction to maintain the Plan's status as an Eligible 457 Plan. The Plan Administrator under this Section 5.15 also may undertake Plan correction in accordance with any correction program that the Internal Revenue Service makes applicable to 457 plans.

**ARTICLE VII
MISCELLANEOUS**

7.01 NO ASSIGNMENT OR ALIENATION. A Participant or Beneficiary does not have the right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments under the Plan or Trust and the Plan Administrator and the Trustee will not recognize any such anticipation, assignment, or alienation. The payments and the rights under this Plan are nonassignable and nontransferable. Furthermore, a Participant's or Beneficiary's interest in the Trust is not subject to attachment, garnishment, levy, execution or other legal or equitable process.

7.02 EFFECT ON OTHER PLANS. This Plan does not affect benefits under any other retirement, pension, or benefit plan or system established for the benefit of the Employer's Employees, and participation under this Plan does not affect benefits receivable under any such plan or system, except to the extent provided in such plan or system.

7.03 WORD USAGE. Words used in the masculine will apply to the feminine where applicable, and wherever the context of the Plan dictates, the plural will be read as the singular and the singular as the plural.

7.04 STATE LAW. The laws of the state of the Employer's principal place of business will determine all questions arising with respect to the provisions of this Plan, except to the extent Federal law supersedes State law.

7.05 EMPLOYMENT NOT GUARANTEED. Nothing contained in this Plan, or any modification or amendment to the Plan, or in the creation of any Account, or the payment of any benefit, gives any Employee, Participant or Beneficiary any right to continue employment, any legal or equitable right against the Employer, the Plan Administrator, the Trustee, any other Employee of the Employer, or any agents thereof except as expressly provided by the Plan.

7.06 NOTICE, DESIGNATION, ELECTION, CONSENT AND WAIVER. All notices under the Plan and all Participant or Beneficiary designations, elections, consents or waivers must be in writing and made in a form the Plan Administrator specifies or otherwise approves. To the extent permitted by Treasury regulations or other applicable guidance, any Plan notice, election, consent or waiver may be transmitted electronically. Any person entitled to notice under the Plan may waive the notice or shorten the notice period except as otherwise required by the Code.

investment of the Trust, but must act solely as a directed Trustee hereunder. The Nondiscretionary Trustee is authorized and empowered to exercise and perform the above Section 8.04 powers, rights and duties provided that the Trustee shall act solely as a directed Trustee and only in accordance with the written direction of the Employer, the Plan Administrator or of a Participant as applicable. The Nondiscretionary Trustee is not liable for making, retaining or disposing of any investment or for taking or failing to take any other action, in accordance with proper Employer, Plan Administrator or Participant direction.

8.05 RECORDS AND STATEMENTS. The records of the Trustee pertaining to the Trust will be open to the inspection of the Plan Administrator and the Employer at all reasonable times and may be audited from time to time by any person or persons as the Employer or Plan Administrator may specify in writing. The Trustee will furnish the Plan Administrator whatever information relating to the Trust the Plan Administrator considers necessary.

8.06 FEES AND EXPENSES FROM FUND. The Trustee will receive reasonable annual compensation in accordance with its fee schedule as published from time to time. The Trustee will pay from the Trust all fees and expenses the Trustee reasonably incurs in its administration of the Trust, unless the Employer pays the fees and expenses.

8.07 PROFESSIONAL AGENTS. The Trustee may employ and pay from the Trust reasonable compensation to agents, attorneys, accountants and other persons to advise the Trustee as in its opinion may be necessary. The Trustee may delegate to any agent, attorney, accountant or other person selected by it any non-Trustee power or duty vested in it by the Trust, and the Trustee may act or refrain from acting on the advice or opinion of any agent, attorney, accountant or other person so selected.

8.08 DISTRIBUTION OF CASH OR PROPERTY. The Trustee may make distribution under the Plan in cash or property, or partly in each, at its fair market value as determined by the Trustee.

8.09 RESIGNATION AND REMOVAL. The Trustee or the Custodian may resign its position by giving written notice to the Employer and to the Plan Administrator. The Trustee's notice must specify the effective date of the Trustee's resignation, which date must be at least 30 days following the date of the Trustee's notice, unless the Employer consents in writing to shorter notice.

The Employer may remove a Trustee or a Custodian by giving written notice to the affected party. The Employer's notice must specify the effective date of removal which date must be at least 30 days following the date of the Employer's notice, except where the Employer reasonably determines a shorter notice period or immediate removal is necessary to protect Plan assets.

8.10 SUCCESSOR TRUSTEE.

(A) **Appointment.** In the event of the resignation or the removal of a Trustee, where no other Trustee continues to service, the Employer must appoint a successor Trustee if it intends to continue the Plan. If two or more persons hold the position of Trustee, in the event of the removal of one such person, during any period the selection of a replacement is pending, or during any period such person is unable to serve for any reason, the remaining person or persons will act as the Trustee. If the Employer fails to appoint a successor Trustee as of the effective date of the Trustee resignation or removal and no other Trustee remains, the Trustee will treat the Employer as

having appointed itself as Trustee and as having filed the Employer's acceptance of appointment as successor Trustee with the former Trustee.

(B) **Automatic Successor.** Any corporation which succeeds to the trust business of the Trustee, or results from any merger or consolidation to which the Trustee is a party, or is the transferee of substantially all the Trustee's assets, will be the successor to the Trustee under this Trust. The successor Trustee will possess all rights, duties and powers under this Trust as if the successor Trustee were the original Trustee. Neither the Trustee nor the successor Trustee need provide notice to any interested person of any transaction resulting in a successor Trustee. The successor Trustee need not file or execute any additional instrument or perform any additional act to become successor Trustee.

8.11 VALUATION OF TRUST. The Trustee will value the Trust as of each Accounting Date to determine the fair market value of the Trust assets. The Trustee will value the Trust on such other date(s) the Plan Administrator may direct.

8.12 PARTICIPANT DIRECTION OF INVESTMENT. Consistent with the Plan Administrator's policy adopted under Section 5.02(l), the Trustee may consent in writing to permit Participants in the Plan to direct the investment to the Trust assets. The Plan Administrator will advise the Trustee of the portion of the Trust credited to each Participant's Account under the Plan, and subject to such Participant direction. As a condition of Participant direction, the Trustee may impose such conditions, limitations and other provisions as the Trustee may deem appropriate and as are consistent with the Plan Administrator's policy. The Trustee will report to the Plan Administrator the net income, gain or losses incurred by each Participant-Directed Account separately from the net income, gain or losses incurred by the general Trust during the Trust Year.

8.13 THIRD PARTY RELIANCE. No person dealing with the Trustee will be obliged to see to the proper application of any money paid or property delivered to the Trustee, or to inquire whether the Trustee has acted pursuant to any of the terms of the Trust. Each person dealing with the Trustee may act upon any notice, request or representation in writing by the Trustee, or by the Trustee's duly authorized agent, and will not be liable to any person whomsoever in so doing. The certificate of the Trustee that it is acting in accordance with the Trust will be conclusive in favor of any person relying on the certificate.

8.14 INVALIDITY OF ANY TRUST PROVISION. If any clause or provision of this Article VIII proves to be or is adjudged to be invalid or void for any reason, such void or invalid clause or provision will not affect any of the other provisions of this Article VIII and the balance of the Trust provisions will remain operative.

8.15 EXCLUSIVE BENEFIT. The Trustee will hold all the assets of the Trust for the exclusive benefit of the Participants and their Beneficiaries and neither the Employer nor the Trustee will use or divert any part of the corpus or income of the Trust for purposes other than the exclusive benefit of the Participants and Beneficiaries of the Plan. The Employer will not have any right to the assets held by the Trustee and the Trust assets will not be subject to the claims of the Employer's creditors or, except as provided in Section 4.06, of the creditors of any Participant or Beneficiary. No Participant or Beneficiary shall have any right to sell, assign, transfer or otherwise convey his or her Account or any interest in his or her Deferred Compensation. Notwithstanding the foregoing, the Plan Administrator may pay from a Participant's or Beneficiary's Account the amount the Plan Administrator finds is lawfully

**ARTICLE IX
AMENDMENT, TERMINATION, TRANSFERS**

9.01 AMENDMENT BY EMPLOYER/SPONSOR. The Employer has the right at any time and from time to time:

(a) To amend this Plan and Trust Agreement and the Adoption Agreement in any manner it deems necessary or advisable in order to continue the status of this Plan as an Eligible 457 Plan; and

(b) To amend this Plan and Trust Agreement and the Adoption Agreement in any other manner, including deletion, substitution or modification of any Plan, Trust or Adoption Agreement provision.

The Employer must make all amendments in writing. The Employer may amend the Plan by an Adoption Agreement election, by addenda, by separate amendment, or by restatement of the Adoption Agreement or Plan. Each amendment must state the date to which it is either retroactively or prospectively effective. The Employer also may not make any amendment that affects the rights, duties or responsibilities of the Trustee or the Plan Administrator without the written consent of the affected Trustee or the Plan Administrator.

9.02 TERMINATION/FREEZING OF PLAN. The Employer has the right, at any time, to terminate this Plan or to cease (freeze) further Deferral Contributions to the Plan. Upon termination or freezing of the Plan, the provisions of the Plan (other than provisions permitting continued Deferral Contributions) remain operative until distribution of all Accounts. Upon Plan termination, the Plan Administrator or Trustee shall distribute to Participants and Beneficiaries all Deferred Compensation as soon as is reasonably practicable following termination.

9.03 TRANSFERS. The Employer may enter into a Transfer agreement with another employer under which this Plan: (a) may accept a Transfer of a Participant's Account in the other employer's Eligible 457 Plan; or (b) may Transfer a Participant's (or Beneficiary's) Account in this Plan to the other employer's Eligible 457 Plan. The plan sponsors of the plans involved in the Transfer both must be States or both must be Tax-Exempt Organizations and the plans must provide for Transfers. The Participant or Beneficiary, after the Transfer will have Deferred Compensation in the recipient plan at least equal to his or her Deferred Compensation in the transferring plan immediately before the Transfer. Any Transfer also must comply with applicable Treasury regulations, and in particular Treas. Reg. §§1.457-10(b)(2) as to post-severance transfers between Governmental Eligible 457 Plans; 1.457-10(b)(3) as to transfers of all assets between Governmental Eligible 457 Plans; 1.457-10(b)(4) as to transfers between Governmental Eligible 457 Plans of the same Employer; and 1.457-10(b)(5) as to post-severance transfers between Tax-Exempt Organization Eligible 457 Plans. The Plan Administrator will credit any Transfer accepted under this Section 9.03 to the Participant's Account and will treat the transferred amount as a Deferral Contribution for all purposes of this Plan except the Plan Administrator, will not treat such Transfer as a Deferral Contribution subject to the limitations of Article III. In addition, in the case of a Transfer between Tax-Exempt Organization Eligible Plans, the recipient plans shall apply a Participant's distribution elections made under the transferor plan in accordance with Treas. Reg. §1.457-10(b)(6)(ii). The Plan's Transfer of any Participant's or Beneficiary's Account under this Section 9.03 completely discharges the Employer, the Plan Administrator, the Trustee and the Plan from any liability to the Participant or Beneficiary for any Plan benefits.

9.04 PURCHASE OF PERMISSIVE SERVICE CREDIT.

A Participant in a Governmental Eligible 457 Plan, prior to otherwise incurring a distributable event under Article IV, may direct the Trustee to transfer all or a portion of his or her Account to a governmental defined benefit plan (under Code §414(d)) for: (a) the purchase of permissive service credit (under Code §415(n)(3)(A)) under such plan, or (b) the repayment of contributions and earnings previously refunded with respect to a forfeiture of service credited under the plan (or under another governmental plan within the same State) to which Code §415 does not apply by reason of Code §415(k)(3).

Exhibit "B"

SUSQUEHANNA TOWNSHIP 457 PLAN
SUMMARY OF 457 PLAN PROVISIONS

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SUSQUEHANNA TOWNSHIP 457 PLAN

SUMMARY OF 457 PLAN PROVISIONS

INTRODUCTION TO YOUR PLAN

Susquehanna Township 457 Plan ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of retirement plan commonly referred to as a Governmental Eligible 457 Plan. This summary of 457 Plan Provisions contains valuable information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this Summary to get a better understanding of your rights and obligations under the Plan.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this summary does not answer all of your questions, please contact the Administrator. The name and address of the Administrator can be found in the Article of this summary entitled "General Information About The Plan."

This summary describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language under this summary and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This summary describes the current provisions of the Plan. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS). The Employer may also amend or terminate this Plan. The Administrator will notify you if the provisions of the Plan that are described in this summary change. This summary does not address the provisions of specific investment products.

ARTICLE I PARTICIPATION IN THE PLAN

Am I eligible to participate in the Plan?

All employees are eligible once they satisfy the eligibility conditions described in the next question.

Independent contractors are not eligible to participate in the Plan.

When am I eligible to participate in the Plan?

Provided you are an eligible employee, you will be eligible on your date of hire. You will actually enter the Plan once you reach the entry date as described in the next question.

When is my entry date?

Provided you are an eligible employee, you will be able to participate in the Plan beginning on your date of hire.

ARTICLE II CONTRIBUTIONS

What kind of contributions may I make to the Plan and how do my contributions affect my taxes?

As a participant under the Plan, you may elect to reduce your compensation by a specific percentage or dollar amount and have that amount contributed to the Plan. The Plan refers to this as an "elective deferral." There are two types of elective deferrals, pre-tax deferrals and Roth deferrals. For purposes of this summary "deferrals" or "elective deferrals" generally means both pre-tax deferrals and Roth deferrals.

If you make pre-tax deferrals, your taxable income is reduced by the deferral contributions so you pay less in federal income taxes. Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Federal income taxes on the pre-tax deferral contributions and on the earnings are only postponed.

If you elect to make Roth deferrals, the deferrals are subject to federal income taxes in the year of deferral. However, the Roth deferrals and, if you meet certain conditions, the earnings on the Roth deferrals are not subject to federal income taxes when distributed to you. This means that the earnings on the Roth deferrals may never be subject to Federal income tax. See "What are my tax consequences when I receive a distribution from the Plan?"

Both your pre-tax and Roth deferrals will be subject to Social Security taxes at the time of your deferral.

ARTICLE III DISTRIBUTIONS

When will I be entitled to a distribution from the Plan?

Distributions under the Plan may generally not be made prior to the earlier of your attainment of age 70 1/2 or your termination of employment (for whatever reason, including death). The rules are explained in more detail below.

If you terminate employment for any reason and at any age (including retirement), then you will be entitled to a distribution within a reasonable time after you terminate employment. (See the question "How will my benefits be paid?" for a further explanation of how benefits are paid from the Plan.)

If the Plan Administrator approves, you (1) may elect to postpone distribution of your benefit to any fixed or determinable date including, but not beyond, your "required beginning date" described below; and (2) you may elect the method of payment.

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Administrator for further details.

Distributions while on military duty. If you are on active military duty for more than 30 days, then the Plan treats you as having terminated employment for distribution purposes. This means that you may request a distribution from the Plan. If you request a distribution on account of this deemed termination of employment, then you are not permitted to make any contributions to the Plan for 6 (six) months after the date of the distribution.

Required beginning date.

Regardless of the above, the law requires that certain minimum distributions be made from the Plan. Distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or terminate employment. You should see the Plan Administrator if you think you may be affected by these rules.

What is the Plan's normal retirement age?

You will attain your normal retirement age when you reach age 60.

If you are a police department employee, you will attain your normal retirement age when you reach age 50.

What is my vested interest in my account?

You are always 100% vested in all your accounts under our plan.

Note: Employer contributions are counted in the annual elective limit in the year that the contribution vests.

How will my benefits be paid?

You may, subject to the approval of the Plan Administrator, elect to receive your distribution under one of the methods described below:

- a single lump-sum payment.
- multiple payments as follows: Monthly, Quarterly, Annually.
- installments over your life expectancy, but only if you are required to take distributions under the law because you reached your "required beginning date" (generally the later of age 70 1/2 or the date you terminate employment).
- the following annuity options: Life, Joint & Survivor.
- Any other method agreed to by the Administrator.

May I elect to roll over my account to another plan or IRA?

If you are entitled to a distribution of more than \$200, then you may elect whether to receive the distribution or to roll over the distribution to another retirement plan such as an individual retirement account ("IRA"). For this purpose, your Roth deferral account is treated separately.

What happens if I get divorced?

In order to be a "qualified distribution," the distribution must occur after one of the following: (1) your attainment of age 59 1/2, (2) your disability, or (3) your death. In addition, the distribution must occur after the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning on the calendar year in which you first make a Roth contribution to the Plan (or to another 401(k) plan or 403(b) plan if such amount was rolled over into the Plan) and ending on the last day of the calendar year that is 5 years later. For example, if you made your first Roth deferral under this Plan on November 30, 2012, your participation period would end on December 31, 2016. This means that you could take a qualified distribution as early as January 1, 2017. It is not necessary that you make a Roth contribution in each of the five years.

If a distribution from your Roth deferral account is not a qualified distribution, the earnings distributed with the Roth deferrals will be taxable to you at the time of distribution (unless you roll over the distribution to another 457(b) plan, a Roth IRA, or a 401(k) plan that will accept the rollover). In addition, in some cases, there may be a 10% excise tax on the earnings that are distributed.

Can I reduce or defer tax on my distribution?

You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

(a) The rollover of all or a portion of the distribution you actually receive to a traditional Individual Retirement Account (IRA) or another eligible employer plan. This will result in no tax being due until you begin withdrawing funds from the traditional IRA or other eligible employer plan. The rollover of the distribution, however, MUST be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, the direct rollover option described in paragraph (b) below would be the better choice.

(b) For most distributions, you may request that a "direct rollover" of all or a portion of the distribution to either a traditional Individual Retirement Account (IRA) or another employer plan willing to accept the rollover. A direct rollover will result in no tax being due until you withdraw funds from the traditional IRA or other qualified employer plan. Like the 60-day rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct rollover, e.g., a distribution of less than \$200 will not be eligible for a direct rollover. If you elect to actually receive the distribution rather than request a direct rollover, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH A QUALIFIED TAX ADVISOR BEFORE MAKING A CHOICE.

**ARTICLE VII
CLAIMS AND BENEFITS**

Can the Plan be amended?

Yes. The Employer may amend the Plan at any time. No amendment will cause any reduction in the amount credited to your account.

What happens if the Plan is discontinued or terminated?

The Employer may terminate the Plan at any time. Upon termination, no more contributions may be made to the Plan. The Administrator will notify you of any modification or termination of the Plan.

How do I submit a claim for Plan benefits?

Benefits may be paid to you and your beneficiaries without the necessity of formal claims. However, if you think an error has been made in determining your benefits, then you or your beneficiaries may make a request for any Plan benefits to which you believe you are entitled. Any such request should be in writing and should be made to the Plan Administrator.

If the Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

**ARTICLE VIII
GENERAL INFORMATION ABOUT THE PLAN**

There is certain general information that you may need to know about the Plan. This information has been summarized for you in this Article.

The full name of the Plan is Susquehanna Township 457 Plan.



Staff Report – Final Subdivision Plan
Stray Winds Farm, Phase 8
East of Crums Mill Road, North of Paxton Church Road

Request:	Final Subdivision Plan for Phase 8 of Stray Winds Farm approval for 40 residential lots.
Deadline:	08.21.2022
Developer:	Triple Crown Corporation
Consultants:	RJ Fisher & Associates Inc.
Property Owner:	Triple Crown Corporation
Parcel ID:	62-026-004
Zoning District:	R2- Medium Density Residential, Neighborhood Design Development
Prepared By:	Elizabeth S. Logan, AICP Director of Community & Economic Development
Items Reviewed:	Final Subdivision Plan (dated 05.06.22)

Project Summary

Triple Crown Corporation is proposing a final subdivision of 40 residential lots under the Neighborhood Design Development use. The Preliminary Plan for Phases 7 and 8 and the Final Plan for Phase 7 were approved in 2020. The project is located east of Crums Mill Road and North of Paxton Church Road. It is Phase 7 in the Stray Winds Farm Development, with Phases 1-6 located in Lower Paxton Township. Phase 8 will complete the Stray Winds Farm Development. The cul-de-sacs for Citation Drive and Antonella Drive will be completed as part of this phase. For stormwater controls, in addition to the basin, individual on-lot BMPs will be provided on lots 226, 249, 250, 252, and 254.

Waivers/Modifications

The following waivers were approved with the original preliminary plan:

- §22-4620.G.F.(3). Type of inlet top – slant top is proposed
- §22-1004. Slopes
- §22-405.2.E. Preliminary erosion control plan
- §22-502.4.C. Temporary cul-de-sac at the end of Gallant Fox Drive

Staff Review Comments

1. Individual Operation & Maintenance agreements will be required for lots with on-lot BMPs [§22-905]
2. Include a lighting plan as part of the Final Plan submission. [§22-407.I.A.(9)]
3. Maximum permitted average illumination for R-2 is 1.5 footcandles, lighting plan from Preliminary Plan shows some areas up to 3.0 footcandles. [§22-506.A.(3)]

Consistency with Comprehensive Plan

The plan is consistent with the Comprehensive Plan and promotes walkability with sidewalks, crosswalks, and the addition of a trail to the park located in Lower Paxton Township.

Recommendation

Township staff has reviewed the plan and recommends approval of the plan with the following conditions:

1. All outstanding comments provided by Township Staff, the Township Engineer, and the Dauphin County Planning Commission are addressed.
2. All recreation fees are to be paid prior to the release of plans for recording.
3. All agreements must be provided for review and approval by the Board of Commissioners prior to the release of plans and documents for recording.
4. Changes to any design details or model residential design from the Preliminary Plan of Stray Winds Farm, Phases 7 & 8, must be reviewed by the DRC prior to issuance of building permits.





369 East Park Drive
 Harrisburg, PA 17111
 717.564.1121
 www.hrg-inc.com

SUBDIVISION & LAND DEVELOPMENT REVIEW LETTER #1

Susquehanna Township
 Attn: Planning Commission

Stray Winds Farm - Phase 8

MAY 18, 2022

We have completed our review of the following information for the above-referenced project:

Submission:	Dated:	Last Revised:
Final Subdivision Plan Sheets 1-24 of 24 (Plan)	May 6, 2022	-

The following requests for relief were previously approved:

#	Requested Variance(s):	Ordinance Section:
1	Pertaining to the submission of a Preliminary Erosion Control Plan	Chapter 22-405.2.E
2	Construction of a temporary cul-de-sac at the end of Gallant Fox Drive	Chapter 22-502.4.C
3	Use of Slant Top Stormwater Inlets	Chapter 22-620.F(3)
4	Pertaining to Slopes	Chapter 22-1004

We offer the following comments:

Subdivision and Land Development (Chapter 22)

1. Show the proposed water line on the plans and street profiles [407.1.A(20)(c)].
2. Provide a note referencing the approved sewage planning module and the daily approved flows [22-407.1.A(20)(f)].
3. Provide a note on the plans referencing the approved NPDES permit number [22-615.3].

Stormwater Management (Chapter 19)

1. Stormwater management for this Phase was approved during the preliminary planning stage.

Administrative Items to be Completed Prior to/Upon Plan Approval

1. Provide financial security for the timely, proper, and complete construction of all applicable improvements including but not limited to stormwater management facilities, erosion, and sediment controls, etc. prior to approval of the Final Plan [22-406.4].
2. Provide an Erosion and Sedimentation Control Plan that has been reviewed and approved by the County Conservation District [22-407.1.A(18)].
3. The applicant shall pay all required fees [22-14000].
4. Provide a signed and executed Operations and Maintenance Agreement [19-602.2.C.1].

5. Provide executed easements for the installed stormwater management facilities [19-701].
6. Provide all signatures on the plans prior to approval [General].
7. Pay all required fees.

This review is based solely on the documents referenced above and does not relieve the design professional of any responsibility, nor does it imply any design responsibility by Herbert, Rowland & Grubic, Inc. HRG reserves the right to make additional comments in the future based on newly supplied or revised information as provided by the applicant or their representative(s).

HERBERT, ROWLAND & GRUBIC, INC.



Alex Greenly, PE
Project Manager

AG/MRA
R000242.0002 (Phase 1263)

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c: Susquehanna Township

Plan No. 22-061

Plat Specifications	Yes	No	N/A
1. Name of proposed subdivision/land development shown	X		
2. Owner/developer name, address & telephone number shown	X		
3. Municipality name shown	X		
4. Tax parcel number/Deed reference shown/Instrument #	X		
5. North point shown	X		
6. Map scale shown (written/graphic)	X		
7. Date of plan preparation shown	X		
8. Certification of surveyor/engineer/landscape architect shown (Not signed)	X		
9. Location map shown	X		
10. Total property map (bearings, distances, area, primary control point) shown	X		
11. Names of adjacent landowners/subdivision shown	X		
12. Lot numbers shown	X		
13. Lot dimensions shown	X		
14. Lot areas shown	X		
15. Permanent monuments and markers shown	X		
16. Building setbacks shown	X		
17. Existing natural features shown -			
Wetlands	X		
Floodplains	X		
Woodlands, streams, etc.	X		
18. Contours at required interval shown	X		
19. Easements shown and identified	X		
20. Existing man-made features shown -			
Building (s)	X		
Storm drainage facilities	X		
Sewer mains	X		
Water mains		X	
21. Proposed man-made features shown -			
Building (s)	X		
Storm drainage facilities	X		
Sewer disposal - public(X) on-lot ()	X		
Water supply - public (X) well ()		X	
22. Existing streets shown -			
Name	X		
R/W width	X		
Paving width	X		
Dedicated R/W width	X		
23. Proposed streets shown -			
Name	X		
R/W width	X		
Paving width	X		
Profiles	X		
24. Curbs shown	X		
25. Sidewalks shown	X		
26. Existing and proposed coverage shown	X		
27. Parking schedule provided shown		X	
28. Traffic study completed		X	
29. Recreation area shown/fee in-lieu-of provided	X		
30. Erosion and sedimentation control plan shown	X		
31. Statement of ownership, signature and notarization shown	X		
32. Dedicatory statement shown	X		
33. Approval blocks shown	X		
34. PADOT Highway Occupancy Permit statement shown		X	
35. Consistency with Future Land Use plans -			
County plans	X		
Municipal plans	X		



Township Manager's Report June 9, 2022

1. The Pennsylvania Department of Environmental Protection conducted aerial black fly suppression operations on Friday, June 3rd on the Main Stem of the Susquehanna River. Helicopter Applicators Inc. dispersed Vectobac SC, which is a BTI product manufactured by Valent Biosciences. BTI is short for *Bacillus thuringiensis var. israelensis*, which is a bacterial larvicide, not a chemical, and is the only product used in Pennsylvania's waterways for black fly suppression. The treatment does not guard against Spotted Lanternfly.
2. The \$10 million bank loan authorized by ordinance of the Board of Commissioners on May 25th has received board approval from C & N Bank, the successful bidder. The Susquehanna Township Authority met on Tuesday, June 7th to consider approval of a Subsidy Agreement to guarantee the debt service on the loan. Next steps include executing the loan documents and refining the scope and timeline of the sanitary sewer capital projects proposed to be funded by the debt issue.
3. The Manager attended the Association of Pennsylvania Municipal Management Conference on May 23rd – 25th in Hershey. Programming included sessions on organizational succession planning; stormwater management; and a keynote session including J.D. Dunbar and Rick Vilello from the Department of Community and Economic Development.
4. Staff met onsite at the intersection of 6th Street and Linglestown Road to review safety concerns for pedestrians and cyclists using the Capital Area Greenbelt. PennDOT is concluding a guiderail study to determine warrants to extend the guiderail on Linglestown Road, a state-owned highway.
5. Staff participated in a walking tour on May 31st of the segment of the Capital Area Greenbelt to view the limits of and discuss the Paxtang Parkway Stream Restoration Project Phase 3.
6. A meeting of the Susquehanna Township Human Relations Commission is scheduled for Wednesday, June 15th in the Holtzmann Elementary School Gymnasium. The agenda will primarily focus on preparations for the educational booth at the Pride Festival of Central PA on July 30th.



PLANNING

DEVELOPMENT PLANS

Project Name	Location	Use	Status
1 Houses at Oakhurst	Oakhurst Blvd & Blue Ridge Cir	Residential - 2 lots	Tabled PC
2 3465 N. Front St.	3465 N. Front St.	Lot Consolidation	Tabled PC
3 3801 Walnut St.	3801 Walnut St.	Comm. - restaurant add.	Tabled PC
4 Russell Dr. - Lot 2	Russell Dr. cul-de-sac (Commerce Pa	Res. (age rest.) - 78 units	BOC TBD
5 Chick-Fil-A	3951 Union Deposit Rd.	Comm. - restaurant	PC 6/27
6 Stray Winds Farms Phase 8	Paxton Church Rd & Crums Mill Rd	Residential - 40 lots	BOC 6/9
7 Townes at Margarets Grove	Hamlin Ln & Bartlett Rd	Residential - 28 units	Tabled PC
8 SUG Phase IV	SEC Garrison & N Progress Ave	Commercial - day care	PC 6/27
9			
10			
11			
12			
13			

ZONING HEARING BOARD

Applicant	Location	Request	Date	Status
1 B&P Real Estate	4030 N 2nd St	Multiple variance to allow	1/5/2022	Tabled
2 Allegra/Image 360	3535 Walnut St	Variance for signs	2/5/2022	Withdrawn
3 Sughair Inc	3465 N 6th St	SE & Variance for junkyard	2/5/2022	6/6/2022
4 Sughair Inc	3465 N 6th St	Appeal to Stop Work Notice	3/2/2021	Withdrawn
5 Chick-fil-A	3951 Union Deposit Rd.	Multiple variances	4/6/2022	Approved
6 Enterprises LP	3801 Walnut St.	Appeal /Sign Variance	5/4/2022	Appeal App, Var Denied
7				
8				
9				

TEXT AMENDMENTS

Applicant	Request	Date	Status
1 Township	Zoning Ordinance Rewrite	TBD	Rewrites
2 Township	Subdivision Rewrites	TBD	Rewrites
3 Township	Quality of Life Ordinance	TBD	Draft
4 Township	Updates to Building Code per UCC Changes	TBD	Draft
5 Township	Rental Inspection Program	TBD	Draft
6			

PERMITS & LICENSES

BUILDING PERMITS

	MAY	YTD
Cell Tower Antennas	1	3
Commercial Improvements	3	21
Commercial New Buildings	1	2
Demolition	2	3
Industrial Housing	0	2
Porch/Patio/Deck	3	5
Residential Addition	2	6
Residential Improvements	11	38
Retaining Wall	0	3
School Improvement	0	3
Single Family Dwelling	8	38
Signs	3	9
Solar Panels	6	25
Swimming Pools	1	4
Townhouse	16	102
Electrical	47	226
Plumbing	41	218
Total	145	708

CERTIFICATES OF OCCUPANCY

	MAY	YTD
Commercial Improvement	0	1
Residential Renovation	1	2
Fire Restoration	0	0
New Commercial	0	4
Residential Additions	0	5
Single Family Attached	0	7
Single Family Detached	8	27
Singe Family Semi-Detached	0	0
Tenant Fit-out	1	7
Townhouse	0	1
Total	10	54

VIOLATIONS

	MAY		YTD	
	Open	Corr	Open	Corr
Building	0	0	4	0
Property	35	7	145	45
Zoning	0	0	4	0
Other	0	1	6	2
Total	35	8	159	47

ZONING PERMITS

	MAY	YTD
Accessory (Misc)	1	2
Deck/Patio	1	1
Detached Garage	0	0
Driveway	2	4
Fence	8	18
Shed	4	14
Use	0	2
Total	16	41

MISC

	MAY	YTD
Grading/Fill (no building)	4	9
Shade Tree Permits	0	6
Street Cut Permits	11	68
Solicitation Permits	0	2

BUILDING INSPECTIONS

	MAY	YTD
Residential Inspections	69	481
Commercial Inspections	18	200
Plumbing	28	207
Total	115	888

OTHER PERMITS/LICENSES

	MAY	YTD
Plumbers - Master	2	98
Plumbers - Journeyman	3	111
Total	5	209

CITATIONS FILED

	MAY		YTD	
	Open	Heard	Open	Heard
Building	0	0	0	0
Property	1	0	12	0
Zoning	0	0	1	0
Other/Health	3	0	13	0
Total	4	0	26	0

OTHER DCED ACTIVITIES

ON LOT DISPOSAL SYSTEMS (OLDS)

	MAY	YTD
Pumping Reports	2	4
Out of Compliance	183	192
Total # In Compliance/Total	85	116
SEO Inspections	0	0
SEO Permits Issued	1	0

Note: Approximately 89 systems have been moved to sewer with Southeast Ext. Project.

HEALTH INSPECTOR ACTIVITY

	MAY	YTD
Routine Inspections	0	51
New Facility Inspections	0	3
Complaint Inspections	0	3
Licenses Issued	0	134
Massage Facility Inspection	0	1

Note: No report provided for May 2022.

STORMWATER

STORMWATER AUTHORITY ACTIVITY

	MAY	YTD
Inspections	10	34
Pre-application Meetings	0	0
Credits	0	3
IA Reviews/General Appeals	6	78
IA Corrections*	0	0
Board Appeals	0	0

Note:

MS4 PROGRAM

MCMs	MAY	YTD
1. Public Education	1	6
2. Participation	2	4
3. IDDE	1	25
4. Construction	4	14
5. PCSM	4	9
6. Housekeeping	1	15
Total	13	73

Note: See Stormwater Report for more information.

STORMWATER ORDINANCE

	MAY	YTD
Plans Reviewed	36	217
Complaints	13	25

Note:



Issued Date	Permit #	Parcel ID	Location	Permit Type	Sub Type
5/2/2022	9525	62-023-096	645 Travis Way	Plumbing Permit	New Commercial
5/2/2022	27538	62-023-096	645 Travis Way	Building Permit	New Commercial
5/3/2022	2022-026	62-069-008	1908 LAUREL GLEN DR	Zoning Permit	Shed
5/4/2022	27544	62-023-096	Mailboxes Elmerton Ave.	Building Permit	ACCESSORY STRUCTURE
5/4/2022	8794	62-059-052	1536 CREEK BED DR	Electrical Permit	Res Improvements
5/4/2022	27542	62-023-047	1800 ELMERTON AV	Building Permit	Antenna
5/4/2022	8791	62-021-467	3007 Bianca Way	Electrical Permit	SFDD
5/4/2022	9543	62-021-467	3007 Bianca Way	Plumbing Permit	SFDD
5/4/2022	8790	62-021-436	3196 Citation Dr.	Electrical Permit	SFDD
5/4/2022	9542	62-021-436	3196 Citation Dr.	Plumbing Permit	SFDD
5/4/2022	8792	62-021-473	3398 Gallant Fox Dr.	Electrical Permit	SFDD
5/4/2022	9544	62-021-473	3398 Gallant Fox Dr.	Plumbing Permit	SFDD
5/4/2022	8793	62-023-047	1800 ELMERTON AV	Electrical Permit	Com Improvement
5/4/2022	8795	62-023-096	Mailboxes Elmerton Ave.	Electrical Permit	Com Improvement
5/4/2022	9534	62-023-096	541 Enclave Dr. (Building 9)	Plumbing Permit	Townhouse
5/4/2022	9535	62-023-096	543 Enclave Dr. (Building 9)	Plumbing Permit	Townhouse
5/4/2022	9536	62-023-096	545 Enclave Dr. (Building 9)	Plumbing Permit	Townhouse
5/4/2022	9537	62-023-096	547 Enclave Dr. (Building 9)	Plumbing Permit	Townhouse
5/4/2022	9538	62-023-096	549 Enclave Dr. (Building 9)	Plumbing Permit	Townhouse
5/4/2022	9539	62-023-096	551 Enclave Dr. (Building 9)	Plumbing Permit	Townhouse
5/4/2022	9540	62-023-096	553 Enclave Dr. (Building 9)	Plumbing Permit	Townhouse
5/4/2022	9541	62-023-096	555 Enclave Dr. (Building 9)	Plumbing Permit	Townhouse
5/4/2022	8782	62-023-096	541 Enclave Dr. (Building 9)	Electrical Permit	Townhouse
5/4/2022	8783	62-023-096	543 Enclave Dr. (Building 9)	Electrical Permit	Townhouse
5/4/2022	8784	62-023-096	545 Enclave Dr. (Building 9)	Electrical Permit	Townhouse
5/4/2022	8785	62-023-096	547 Enclave Dr. (Building 9)	Electrical Permit	Townhouse
5/4/2022	8786	62-023-096	549 Enclave Dr. (Building 9)	Electrical Permit	Townhouse
5/4/2022	8787	62-023-096	551 Enclave Dr. (Building 9)	Electrical Permit	Townhouse
5/4/2022	8788	62-023-096	553 Enclave Dr. (Building 9)	Electrical Permit	Townhouse
5/4/2022	27540	62-021-467	3007 Bianca Way	Building Permit	SFDD
5/4/2022	27539	62-021-436	3196 Citation Dr.	Building Permit	SFDD
5/4/2022	9526	62-023-096	521 Enclave Dr. (Building 8)	Plumbing Permit	Townhouse
5/4/2022	9527	62-023-096	523 Enclave Dr. (Building 8)	Plumbing Permit	Townhouse
5/4/2022	9528	62-023-096	525 Enclave Dr. (Building 8)	Plumbing Permit	Townhouse
5/4/2022	9529	62-023-096	527 Enclave Dr. (Building 8)	Plumbing Permit	Townhouse
5/4/2022	9530	62-023-096	529 Enclave Dr. (Building 8)	Plumbing Permit	Townhouse
5/4/2022	9531	62-023-096	531 Enclave Dr. (Building 8)	Plumbing Permit	Townhouse
5/4/2022	9532	62-023-096	533 Enclave Dr. (Building 8)	Plumbing Permit	Townhouse
5/4/2022	9533	62-023-096	535 Enclave Dr. (Building 8)	Plumbing Permit	Townhouse
5/4/2022	8774	62-023-096	521 Enclave Dr. (Building 8)	Electrical Permit	Townhouse
5/4/2022	8776	62-023-096	525 Enclave Dr. (Building 8)	Electrical Permit	Townhouse

Issued Date	Permit #	Parcel ID	Location	Permit Type	Sub Type
5/4/2022	8777	62-023-096	527 Enclave Dr. (Building 8)	Electrical Permit	Townhouse
5/4/2022	8778	62-023-096	529 Enclave Dr. (Building 8)	Electrical Permit	Townhouse
5/4/2022	8779	62-023-096	531 Enclave Dr. (Building 8)	Electrical Permit	Townhouse
5/4/2022	8780	62-023-096	533 Enclave Dr. (Building 8)	Electrical Permit	Townhouse
5/4/2022	8781	62-023-096	535 Enclave Dr. (Building 8)	Electrical Permit	Townhouse
5/4/2022	8789	62-023-096	555 Enclave Dr. (Building 9)	Electrical Permit	Townhouse
5/4/2022	GEP2022-05	62-047-060	301 N PROGRESS AV	Grading / Excavation	GRADING
5/4/2022	2022-027	62-035-181	219 FOX ST	Zoning Permit	FENCE
5/4/2022	27541	62-021-473	3398 Gallant Fox Dr.	Building Permit	SFDD
5/4/2022	27543	62-059-052	1536 CREEK BED DR	Building Permit	Solar panels
5/4/2022	27526	62-023-096	541 Enclave Dr. (Building 9)	Building Permit	Townhouse
5/4/2022	27527	62-023-096	543 Enclave Dr. (Building 9)	Building Permit	Townhouse
5/4/2022	27528	62-023-096	545 Enclave Dr. (Building 9)	Building Permit	Townhouse
5/4/2022	27259	62-023-096	547 Enclave Dr. (Building 9)	Building Permit	Townhouse
5/4/2022	27530	62-023-096	549 Enclave Dr. (Building 9)	Building Permit	Townhouse
5/4/2022	27531	62-023-096	551 Enclave Dr. (Building 9)	Building Permit	Townhouse
5/4/2022	27532	62-023-096	553 Enclave Dr. (Building 9)	Building Permit	Townhouse
5/4/2022	27533	62-023-096	555 Enclave Dr. (Building 9)	Building Permit	Townhouse
5/4/2022	27525	62-023-096	521 Enclave Dr. (Building 8)	Building Permit	Townhouse
5/4/2022	27524	62-023-096	523 Enclave Dr. (Building 8)	Building Permit	Townhouse
5/4/2022	27523	62-023-096	525 Enclave Dr. (Building 8)	Building Permit	Townhouse
5/4/2022	27522	62-023-096	527 Enclave Dr. (Building 8)	Building Permit	Townhouse
5/4/2022	27521	62-023-096	529 Enclave Dr. (Building 8)	Building Permit	Townhouse
5/4/2022	27520	62-023-096	531 Enclave Dr. (Building 8)	Building Permit	Townhouse
5/4/2022	27519	62-023-096	533 Enclave Dr. (Building 8)	Building Permit	Townhouse
5/4/2022	27518	62-023-096	535 Enclave Dr. (Building 8)	Building Permit	Townhouse
5/5/2022	2022-068	62-016-254	3637 N 6TH ST	Street Cut Permit	CURB-SIDEWALK
5/5/2022	2022-058	62-037-096	3204 EARLE ST	Street Cut Permit	ROAD OPNG
5/5/2022	2022-060	62-030-043	1904 N 26TH ST	Street Cut Permit	ROAD OPNG
5/5/2022	GEP2022-06	62-009-172	BLUE RIDGE RD	Grading / Excavation	GRADING
5/5/2022	2022-053	62-037-005	3245 N WALNUT ST	Street Cut Permit	ROAD OPNG
5/5/2022	2022-054	62-015-116	3914 N 6TH ST	Street Cut Permit	ROAD OPNG
5/5/2022	2022-055	62-029-060	1606 N 26TH ST	Street Cut Permit	ROAD OPNG
5/5/2022	2022-056	62-029-078	1509 N 25TH ST	Street Cut Permit	CURB-SIDEWALK
5/5/2022	2022-028	62-016-197	3714 N 4TH ST	Zoning Permit	FENCE
5/6/2022	8796	62-023-096	645 Travis Way	Electrical Permit	New Commercial
5/6/2022	9545	62-002-082	4725 TUSCARORA ST	Plumbing Permit	Res Improvements
5/6/2022	9546	62-002-081	4727 TUSCARORA ST	Plumbing Permit	Res Improvements
5/6/2022	9547	62-002-080	4729 TUSCARORA ST	Plumbing Permit	Res Improvements
5/6/2022	9548	62-002-079	4731 TUSCARORA ST	Plumbing Permit	Res Improvements
5/6/2022	9549	62-002-078	4733 TUSCARORA ST	Plumbing Permit	Res Improvements
5/9/2022	27545	62-075-043	1984 DAYBREAK CIR	Building Permit	Res Improvements
5/9/2022	8798	62-057-036	3212 N SCENIC RD	Electrical Permit	Res Improvements
5/9/2022	8799	62-087-232	409 WAVERLY WOODS DR	Electrical Permit	Res Improvements
5/9/2022	8797	62-075-043	1984 DAYBREAK CIR	Electrical Permit	Res Improvements
5/9/2022	9550	62-032-044	3603 HILLCREST RD	Plumbing Permit	SEWER LAT

Issued Date	Permit #	Parcel ID	Location	Permit Type	Sub Type
5/9/2022	IA2022-01	62-011-056	4216 KIRKWOOD RD	Stormwater Permi	Reassessment
5/9/2022	IA2022-02	62-013-026	1900 SAUERS RD	Stormwater Permi	Reassessment
5/9/2022	9553	62-009-199	4400 SAYBROOK LN	Plumbing Permit	SEWER LAT
5/9/2022	9552	62-041-163	2213 WALNUT ST	Plumbing Permit	SEWER LAT
5/10/2022	2022-063	62-041-060	2232 BOAS ST	Street Cut Permit	ROAD OPNG
5/10/2022	2022-064	62-044-006	3712 OLD TOWNSHIP RD	Street Cut Permit	ROAD OPNG
5/10/2022	2022-065	62-041-048	2208 BOAS ST	Street Cut Permit	ROAD OPNG
5/11/2022	27546	62-013-184		Building Permit	ACCESSORY STRUCTURE
5/11/2022	27556	62-033-218	1 N PROGRESS AV	Building Permit	Com Improvement
5/11/2022	27547	62-011-056	4216 KIRKWOOD RD	Building Permit	Porch/Patio/DECK/SHED
5/11/2022	27554	62-038-087	619 SYLVAN PL	Building Permit	Res Improvements
5/11/2022	27555	62-019-065	123 SARKUNIS AV	Building Permit	Res Improvements
5/11/2022	27552	62-050-030	1105 WESTMINSTER RD	Building Permit	Res Improvements
5/11/2022	27551	62-016-092	3600 GREEN ST	Building Permit	Res Improvements
5/11/2022	27549	62-055-057	1808 FOX HUNT LN	Building Permit	Res Improvements
5/11/2022	27548	62-019-320	1828 Ethan Dr.	Building Permit	SFDD
5/11/2022	9556	62-043-056	1001 S PROGRESS AV	Plumbing Permit	SEWER LAT
5/11/2022	8805	62-019-065	123 SARKUNIS AV	Electrical Permit	Res Improvements
5/11/2022	9555	62-019-065	123 SARKUNIS AV	Plumbing Permit	Res Improvements
5/11/2022	8804	62-038-087	619 SYLVAN PL	Electrical Permit	Res Improvements
5/11/2022	8802	62-050-030	1105 WESTMINSTER RD	Electrical Permit	Res Improvements
5/11/2022	8803	62-060-103	2024 LAUREL GLEN DR	Electrical Permit	Res Improvements
5/11/2022	27564	62-059-113	1516 DOGWOOD DR	Building Permit	Solar panels
5/11/2022	27550	62-059-119	1272 WANDERING WY	Building Permit	Solar panels
5/11/2022	8801	62-059-119	1272 WANDERING WY	Electrical Permit	Res Improvements
5/11/2022	27553	62-060-103	2024 LAUREL GLEN DR	Building Permit	Solar panels
5/11/2022	8800	62-019-320	1828 Ethan Dr.	Electrical Permit	SFDD
5/11/2022	9554	62-019-320	1828 Ethan Dr.	Plumbing Permit	SFDD
5/12/2022	27557	62-032-122	3810 CENTERFIELD RD	Building Permit	PATIO/DECK/SHED
5/12/2022	9551	62-036-102	3542 SCHOOLHOUSE LN	Plumbing Permit	SEWER LAT
5/12/2022	9557	62-032-246	100 N 38TH ST	Plumbing Permit	SEWER LAT
5/12/2022	27490	62-035-167	3535 WALNUT ST	Zoning Permit	Signs
5/16/2022	2022-029	62-019-177	1718 AMBROSIA CIR	Zoning Permit	DRIVEWAY
5/16/2022	27558	62-013-106	4406-4408 OAKHURST BL	Building Permit	Signs
5/16/2022	2022-030	62-021-045	1909 PAXTON CHURCH RD	Zoning Permit	FENCE
5/16/2022	2022-032	62-019-132	1714 PEBBLE CT L67	Zoning Permit	FENCE
5/16/2022	2022-033	62-045-007	1504 PELHAM RD	Zoning Permit	FENCE
5/16/2022	2022-034	62-009-177	CROOKED HILL RD	Zoning Permit	Shed
5/16/2022	2022-031	62-091-032	2224 CHATHAM WY UT32	Zoning Permit	Shed
5/17/2022	2022-035	62-059-145	1517 MEADOWLARK WY	Zoning Permit	Shed
5/18/2022	27560	62-011-038	1705 APPLETREE RD	Building Permit	PATIO/DECK/SHED
5/18/2022	27562	62-041-139	2200 WALNUT ST	Building Permit	Res Improvements
5/18/2022	27565	62-029-065	1603 N 26TH ST	Building Permit	Res Improvements
5/18/2022	27563	62-018-122	3413 N 4TH ST	Building Permit	Res Improvements
5/18/2022	2022-038	62-051-013	2600 PAXTON CHURCH R	Zoning Permit	DRIVEWAY
5/18/2022	27559	62-038-003	200 S PROGRESS AV	Building Permit	Signs

Issued Date	Permit #	Parcel ID	Location	Permit Type	Sub Type
5/18/2022	27561	62-071-102	2416 BEECH ST	Building Permit	Solar panels
5/18/2022	2022-037	62-055-023	1715 MOUNTAIN VIEW RD	Zoning Permit	Res Improvements
5/18/2022	2022-036	62-013-026	1900 SAUERS RD	Zoning Permit	FENCE
5/18/2022	8807	62-041-139	2200 WALNUT ST	Electrical Permit	Res Improvements
5/18/2022	8806	62-071-102	2416 BEECH ST	Electrical Permit	Res Improvements
5/18/2022	8809	62-059-113	1516 DOGWOOD DR	Electrical Permit	Res Improvements
5/18/2022	9558	62-029-065	1603 N 26TH ST	Plumbing Permit	Res Improvements
5/18/2022	8810	62-029-065	1603 N 26TH ST	Electrical Permit	Res Improvements
5/18/2022	8808	62-041-028	2319 CANBY ST	Electrical Permit	Res Improvements
5/18/2022	EP2022-07	62-013-026	1900 SAUERS RD	Grading / Excavati	GRADING
5/18/2022	IA2022-03	62-059-145	1517 MEADOWLARK WY	Stormwater Permi	Reassessment
5/18/2022	IA2022-04	62-011-038	1705 APPLETREE RD	Stormwater Permi	Reassessment
5/18/2022	IA2022-05	62-019-177	1718 AMBROSIA CIR	Stormwater Permi	Reassessment
5/18/2022	IA2022-06	62-091-032	2224 CHATHAM WY	Stormwater Permi	Reassessment
5/18/2022	IA2022-06	62-019-166	3313 JONAGOLD DRIVE	Stormwater Permi	Reassessment
5/18/2022	8811	62-002-083	4723 TUSCARORA ST	Electrical Permit	Res Improvements
5/18/2022	8812	62-002-082	4725 TUSCARORA ST	Electrical Permit	Res Improvements
5/18/2022	IA2022-07	62-051-013	2600 PAXTON CHURCH R	Stormwater Permi	Reassessment
5/18/2022	8813	62-002-081	4727 TUSCARORA ST	Electrical Permit	Res Improvements
5/18/2022	8814	62-002-080	4729 TUSCARORA ST	Electrical Permit	Res Improvements
5/18/2022	8815	62-002-079	4731 TUSCARORA ST	Electrical Permit	Res Improvements
5/18/2022	8816	62-002-078	4733 TUSCARORA ST	Electrical Permit	Res Improvements
5/20/2022	27566	62-040-050	3523 UNION DEPOSIT RD	Building Permit	Demolition
5/23/2022	IA2022-08	62-012-001	1612 MITCHELL RD	Stormwater Permi	Reassessment
5/25/2022	27575	62-023-084	CAPITAL DR L1	Building Permit	Demolition
5/25/2022	27569	62-043-008	900 WILHELM RD	Building Permit	Res Addition
5/25/2022	27570	62-042-058	3237 LARRY DR	Building Permit	Res Improvements
5/25/2022	27578	62-021-432	3204 CITATION DRIVE	Building Permit	SFDD
5/25/2022	27567	62-021-460	2994 Bianca Wy	Building Permit	SFDD
5/25/2022	27568	62-021-434	3200 Citation Dr.	Building Permit	SFDD
5/25/2022	27572	62-049-013	4237 KOTA AV	Building Permit	Solar panels
5/25/2022	27571	62-019-166	3313 JONAGOLD DRIVE	Building Permit	Sunroom
5/25/2022	27573	62-036-040	412 ELIZABETH ST	Building Permit	Swimming Pool
5/25/2022	9564	62-021-432	3204 CITATION DRIVE	Plumbing Permit	SFDD
5/25/2022	8820	62-021-432	3204 CITATION DRIVE	Electrical Permit	SFDD
5/25/2022	9561	62-067-081	110 FAWN RIDGE NORTH	Plumbing Permit	Res Improvements
5/25/2022	8819	62-049-013	4237 KOTA AV	Electrical Permit	Res Improvements
5/25/2022	27574	62-040-012	3820 UNION DEPOSIT RD	Sign Permit	On-site
5/25/2022	8817	62-021-460	2994 Bianca Wy	Electrical Permit	SFDD
5/25/2022	9559	62-021-460	2994 Bianca Wy	Plumbing Permit	SFDD
5/25/2022	9560	62-021-434	3200 Citation Dr.	Plumbing Permit	SFDD
5/25/2022	8818	62-021-434	3200 Citation Dr.	Electrical Permit	SFDD
5/26/2022	2022-039	62-013-075	4319 CROOKED HILL RD	Zoning Permit	FENCE
5/26/2022	9563	62-035-073	200 SHORT ST	Plumbing Permit	SEWER LAT
5/26/2022	9562	62-008-084	635 LUCKNOW RD	Plumbing Permit	SEWER LAT
5/27/2022	EP2022-09	62-066-017	4728 ROCK LEDGE DR	Grading / Excavati	Fill
5/27/2022	IA2022-09	62-011-056	4216 KIRKWOOD RD	Stormwater Permi	Reassessment



Type	Location	Description	Opened	Closed
Property	3444 N 6TH ST	ALLEY SANITATION NEEDED	4/21/2022	5/6/2022
Health	2161 CAMELOT DR	MOLD IN BATHROOM	4/27/2022	5/2/2022
Property	3614 N 6TH ST	HIGH GRASS	5/5/2022	
Property	2715 PAXTON CHURCH RD	VARIOUS VIOLATIONS EXIST	5/5/2022	
Property	2012 BONITA CT	HIGH GRASS	5/13/2022	5/13/2022
Property	1921 LINGLESTOWN RD	HIGH GRASS	5/16/2022	
Property	3328 GREEN ST	HIGH GRASS VIOLATION	5/16/2022	
Property	4345 N 2ND ST L1B	HIGH GRASS	5/16/2022	
Property	1117 ERIC DR	HIGH GRASS	5/16/2022	
Property	1111 WHITE HALL DR	HIGH GRASS	5/16/2022	
Property	1649 PEBBLEBROOK LN	HIGH GRASS	5/18/2022	5/31/2022
Property	323 REDWOOD ST	HIGH GRASS	5/18/2022	5/26/2022
Property	3401 HILLCREST	HIGH GRASS	5/18/2022	
Property	2211 BOAS ST	HIGH GRASS	5/18/2022	
Property	3150 BROOKFIELD RD	HIGH GRASS	5/18/2022	5/31/2022
Property	3501 ATHENA AV	HIGH GRASS ISSUES	5/18/2022	6/1/2022
Property	500 ALTAVISTA AV	Overgrown veg. and high grass	5/18/2022	
Property	2405 HIGHLAND AV	Overgrown veg. and high grass	5/18/2022	5/23/2022
Property	1035 CUSTAN DR	VEHICLE PARKED ON PROPERTY	5/23/2022	
Property	205 WOOD ST	OVERGROWN GRASS BUILDING DE	5/23/2022	
Property	3522 SCHOOLHOUSE LN	HIGH GRASS	5/23/2022	
Property	3432 SCHOOLHOUSE LN	POOL VIOLATION	5/24/2022	
Property	3845 N PROGRESS AV	OVERGROWN VEG	5/24/2022	
Property	1035 CUSTAN DR	dog law violation	5/24/2022	
Property	3226 CREST RD	HIGH GRASS	5/24/2022	
Property	3404 HILLCREST RD	HIGH GRASS	5/24/2022	
Property	3223 SUNNYSIDE AV	HIGH GRASS	5/24/2022	
Property	3827 HILLCREST RD	High Grass	5/24/2022	
Property	3670 N 4TH ST	Large sink hole	5/24/2022	
Property	3401 HILLCREST	Placarded	5/27/2022	
Property	3416 CENTERFIELD RD	High Grass and Exterior Maintenanc	5/27/2022	
Property	324 S PROGRESS AV	Grass Issue	5/27/2022	
Property	425 LATSHMERE DR	HIGH GRASS ISSUE	5/27/2022	
Property	1628 PEBBLEBROOK LN	CAR PARKED ON LAWN	5/27/2022	6/1/2022
Property	601 LUCKNOW RD	HIGH GRASS	5/27/2022	



WEBSITE

MAY STATISTICS

Total Users: 6,701

Sessions: 9,643

New Users: 6,049

Device Usage	
Desktop	3137
Mobile	3451
Tablet	140

Default Channel	
Organic Search	6,682
Direct	2,585
Referral	183
Social	193

Behaviors	
Average Session Duration	0:02:04
Bounce Rate	40.9%
Page Views	23,014
Pages/Session	2.39
Number of Sessions/User	1.44

TOP 10 PAGES

#	PAGE	HITS
1	utility payment	961
2	employee email	943
3	recreation	937
4	Susquehanna Conne	671
5	ecodes	230

#	PAGE	HITS
6	civicplus	228
7	pennwaste	173
8	newsletter	151
9	zoning map	122
10	yard waste	101

E-CODE (Ordinance)

TOTALS (Last 12 Months)

Total Views: 37,089

Total Unique IPs: 4,434

VIEWES BY MONTH 2022

Jan	1957	Apr	4049	Jul	0	Oct	0
Feb	2712	May	4099	Aug	0	Nov	0
Mar	3372	Jun	0	Sept	0	Dec	0

TOP 10 SEARCHES

30 days	
1	fence 244
2	impervious 24
3	tree 22
4	construction 15
5	parking evergreen 12
6	r2 12
7	grass 10
8	parking 10
9	replacement windc 10
10	setbacks 10

Last 12 Months	
1	relevance 741
2	construction hours 423
3	impervious 265
4	shed 185
5	clear sight triangle 159
6	building permit 132
7	porch 132
8	r2 132
9	cambria 106
10	highway zoning us 106

SOCIAL MEDIA

FACEBOOK

Total Page Followers	1,612
New Page Followers	3
Reactions	17
Shares	6

Photo Views	0
Post Reach	153
Post Engagement	6
Link Clicks	0

NEXTDOOR

Members	5,423
New Members	47
Housholds	4154
Agency Posts	3

Note:

SUSQUEHANNA CONNECTS

	MAY	YTD
New Reports Created	36	111
Reports Closed	7	37
Days to Closed	4.1	14

TOP 10 PAGES

#	REPORT	MAY
1	Property Maintenance	10
2	Vegetation	5
3	Pothole	4
4	Other	4
5	Animal Issue	3
6	Street sign	3
7	Vehicle Concern	3
8	Flooding	2
9	Illegal Dumping	1
10	Stormwater	1

#	REPORT	YTD
1	Pothole	26
2	Property Maintenance	19
3	Other	15
4	Stormwater	8
5	Trash & Recycling	7
6	Vegetation	6
7	Animal Issue	5
8	Vehicle Concern	5
9	Street Sign	4
10	Trees	4

June 2, 2022

To: Susquehanna Township Authority
 From: Madison Smith
 RE: Stormwater Report for May 2022

In the month of May 2022 stormwater staff responded to residential concerns, coordinated with Paxton Creek Cooperative on PennDOT bid, performed site investigations, and worked on stormwater manuals. Please see below for YTD totals on Stormwater Program Fee and MS4 Program Activities.

Stormwater personnel worked on development of the Stormwater Management Program Manual. The intent of this manual is to ensure that our Stormwater Management Program is written and provide guidance on its implementation. The manual overviews past education, programs, presentations, inspection processes, preferred stormwater management devices, and proper good housekeeping to ensure that Susquehanna Township deploys a well-rounded program for staff, residents, and property owners. Stormwater personnel also worked briefly on the ordinance updates, a required by the submittal of our 2021-2022 Annual Status Report coming up this September. We are working to have it adopted in time for this Report.

Stormwater personnel was alerted that we will be having our Pennsylvania Department of Environmental Protection Inspection this July. We have not received a date yet but we are working diligently to prepare for our inspection.

Stormwater personnel conducted inspections of construction sites within the Township. We were onsite for The Townes of Margaret's Grove pre-paving meeting, the Union Deposit sinkhole construction, and Tommy Carwash pre-construction.

	<i>Inspections</i>	<i>Pre-Application Mtgs</i>	<i>Credits</i>	<i>Appeals</i>	<i>Plans Reviewed</i>	<i>Complaints</i>	<i>Minimum Control Measures</i>	<i>PEOP</i>	<i>PIPP</i>	<i>IDDE</i>	<i>Construction</i>	<i>PCSM</i>	<i>Housekeeping</i>
<i>January</i>	1				13	1		1	1	1	1		
<i>February</i>	5		2	69	78	6			17	3			1
<i>March</i>	6		1	2	50	3	3	1	3	3	2		
<i>April</i>	9				40	2	1		1	3	3		4
<i>May</i>	10			6	36	13	1	2	1	4	4		1
<i>June</i>													
<i>July</i>													
<i>August</i>													
<i>September</i>													
<i>October</i>													
<i>November</i>													
<i>December</i>													
YTD	34	0	3	78	217	25	6	4	25	14	9	15	

Respectively,

Madison Smith
 Stormwater Management Program Coordinator

Stormwater Field Technician
MS4 Monthly Report



In the month of May 2022, stormwater field technician completed inspections on BMPs, responded to residential and other complaints, and worked on outfall reconnaissance. Please see below for YTD totals on stormwater tasks and MS4 Program Activities.

The Stormwater staff worked on Asylum Run outfalls. Inspected 34 outfalls and is three-quarters of the way done with Asylum Run. Inspected 13 BMPs towards our PCSM list. Updating the stormwater GIS map as we are doing inspections as well as anything else we see that needs added or changed. Completed a MS4 facility inspection at the Public Works Department building for stormwater compliance.

Stormwater staff received two different complaints from residents regarding property owner diverting water to neighboring property. Complaint on road runoff entering property. Complaints on grass blown on street received a notice and education flyer on mowing/grass clipping pollution. Responded and are continuing to coordinate with residents to properly resolve all concerns.

Sincerely,

Cody Lyons
Stormwater Field Technician

	Construction Inspections	Inspections	Complaints	Minimum Control Measures	PEOP	PIPP	IDDE	Construction	PCSM	Housekeeping
January										
February										
March	2	4	3		1	2	6	4		1
April			4				13		7	1
May		48	5		2		34		13	1
June										
July										
August										
September										
October										
November										
December										
YTD	2	52	7		3	2	53	4	20	3

Conversation Summary

May 1st - May 31st, 2022 | Susquehanna Township, PA

Conversation snapshot

Size and sentiment

3,557

↑ 6.7%

Selected period

19%



1%

Previous period

16%



10%

What are residents talking about?

Most popular topics and words

Public Safety (64%)

2,260 interactions



13.5%

Education (6%)

202 interactions



102%

Human Relations and Services (26%)

196 interactions



51.8%



Takeaways from the data

This period, **positive sentiment** in the conversation was slightly higher as compared to last period (19% vs. 16%), while **negative sentiment** was significantly lower (1% vs. 10%).

14% of the overall conversation happened on **official channels**, as compared to 18% last period. 0% of the conversation on official channels came from **Susquehanna Township Parks and Recreation**.

The most negative interactions were found on **Local 21 CBS News, WHP Harrisburg**, totaling 7 interactions and making up 28% of the conversation on that source.

Where is the conversation happening?

Where is the conversation happening?

Most popular channels and sources

Official channels

14% · ↓ 15.9%



Unofficial channels

86% · ↑ 11.5%



Rescue Fire Company #37 (37%)

1,318 interactions ↑ 15.9%

Progress Fire 32 (25%)

907 interactions ↑ 481%

Susquehanna Township Police (5%)

172 interactions ↓ 52.7%

Top stories

Reading on your computer? [Click any story to open in source](#)

Progress Fire 32
May 22nd, 2022

1st Due Building Fire Overnight at 3:30am Susquehanna Township Police while on patrol came across smoke coming from a strip mall on Walnut Street in the 32-1 Box Area and requested the

358 21 2

Interactions: 476 1% 0%

Progress Fire 32
May 6th, 2022

1st Due Fire Company 32 and automatic aid companies were dispatched overnight to a reported house fire in the 32-2 box with communications receiving multiple calls stating a working fire. Engine

234 16 1

Interactions: 259 1% 0%

Penn Waste
May 25th, 2022

Collection Update: Memorial Day 2022 – During the week of the Memorial Day Holiday (5/30), all Residential Penn Waste collections will be delayed one (1) day. Monday (5/30) customers will be collected

70 96 16

Interactions: 205 4% 3%

 **Rescue Fire Company #37**
 May 23rd, 2022

We appreciate everyone that came to visit us at Fire Expo in Harrisburg this past weekend. A big thank you to all the departments that allowed us to display their vehicles! SEE YOU IN 2023! Alpha Fire

 136  10

Interactions: 182 1% 0%

 **Rescue Fire Company #37**
 May 2nd, 2022

PEMA and Pennsylvania Office of the State Fire Commissioner staff and their families enjoyed Bring Your Child to Work Day today! They had the opportunity to: 📞 Learn about how and when to call/text 911

  65  1

Interactions: 118 8% 0%

 **Rescue Fire Company #37**
 May 18th, 2022

If you are going to be in the Harrisburg area this weekend come by the station and check us out. See what we have to offer as a company. You can come tour the station, look at the rigs, find out what our live-

 58  12

Interactions: 91 0% 0%

 **Progress Fire 32**
 May 12th, 2022

The past week members of Progress and Rescue Fire Company #37 have had the opportunity to train in the old Joe K's Brewhouse on Union Deposit Rd which is slated for demolition. Crews have been able

  76  10

Interactions: 87 7% 0%

Environmental Health Inspection Summary for May, 2022

In-Compliance Routine Food Establishment Inspections – 9

Nine retail food facilities passed their inspections in the month of May. The following food establishments were found to be “in-compliance” with Susquehanna Township Ordinances and the PA Food Code: C & J Catering at PA Dept of Agriculture, CVS Pharmacy, Fresh Mart, Honey Bear, McDonald’s Front Street, Rockville United Methodist Church, Subway Linglestown Rd, Turkey Hill Mini Markets and Tusker’s Indian Fusion.

Out of Compliance Inspections- 0

New Opening Inspections- 1

Fresh Mart- in Oakhurst Plaza formerly a family restaurant. Facility offers fruits, vegetables and packaged products.

Consumer Complaints- 2

Saladworks in the Giant Food Store- A complaint that was recorded on the “Food Safety Complaint Hotline” of PA Dept of Agriculture's website on May 3, 2022. "I just wanted to report something that I found very gross while I was shopping at the Giant food store with the employees of the Saladworks, which isn't owned by Giant. The employee was behind the counter picking food out of the bins and eating the stuff with their fingers and then putting the bins back for use for the customers. I reported it to Giant and to Saladworks. But I just want to make sure you're aware of this. That was just so incredibly gross. It was one woman that was using her fingers with no gloves on to eat the food out of the containers, the same containers out they come used to make the salads for the customers Well, thank you. If you wanna give me a call or just keep that in mind or, you know, documented that I'd appreciate it." I investigated this consumer complaint on May 9th by visiting the site and interviewing the shift manager. Manager Colby Fry who confirmed that Saladworks was aware of this complaint. He claimed an employee from the Camp Hill facility was the person who used poor food handling practices in front of this customer. This person will not be permitted to work at the Linglestown Road facility again and will be re-trained according to Mr. Fry.

Wendy’s Garrison Avenue- A consumer filed a complaint with PA Dept Agriculture by phone on May 26, 2022. The consumer claims she became ill 5 hours after eating a cheeseburger with bacon and fries on Sunday, May 22 at 4:45 pm. She claimed she was ill throughout the night with nausea, vomiting and diarrhea. She sought medical advice from Telehealth but eventually decided it was necessary to see a medical specialist at UPMS Urgent Care, Linglestown Road. A Physician Assistant diagnosed her with food borne illness but did not take any biological samples. The Physician Assistant told her that she was the second patient she has treated in the last few weeks for food borne illness after eating at Wendy’s Restaurant,

4340 Garrison Avenue. I received the complaint on Thursday (May 28) and called the person (complainant) the same day. She claimed while driving thru the service window on Sunday she noticed the food prep workers were mostly teenagers and were not wearing hair restraints or gloves. Upon entering the facility, I observed the kitchen staff wearing hair restraints and gloves. I reported the complaint to the manager, Charles Rider. He was not aware of the complaint. I also spoke with the Taylor Wolfe, Assistant Manager who claims she was present on Sunday evening. She was not aware of any deviations from standard protocol. The restaurant was slow at the time of my inspection but Mr. Rider asked Michael to cook a 4 oz patty and a 2 oz patty for my observation. The patties are stored next to the grill in a bench cooler and placed on the grill with thongs. The grill has a cover that automatically starts a timer for cooking the patties for 80 seconds. The 2 oz patties are cooked on another grill which times the smaller portion of ground beef to 40 seconds. Michael cut both patties in half to validate the cooking process. Each were well cooked throughout the patty. The cold hold units with sandwich toppings and dressings were clean and within acceptable temperature. I did not observe any non-conformances in the food prep operation. I was able to call the Physician Assistant on Tuesday, May 31st. Kelly McNaughton claims she has treated two patients in the last month that became ill after eating at Wendy's Restaurant, 4340 Garrison Avenue. She claims the first patient ate a chicken sandwich that was not thoroughly cooked. She claims the second patient was not aware if the patty was thoroughly cooked. Ms. McNaughton claims both patients exhibited typical food borne illness symptoms. Although I did not observe any deviations when I inspected the facility on Friday, I classified this complaint as high level and notified the District Manager. Note: The facility has a "Daily Food Safety Log" which contains a worksheet for each day's operational temperatures and tasks. It is a check off and/or writes in the answer log/booklet bounded together. I reviewed the past week's logs which indicated to me that management adequately monitors the food service operation.

Massage Establishments- 1

Jin Spa, Walnut Street- the PA Licensing Board has not yet concluded their investigation of Jin Spa to determine if this facility is properly licensed and qualifies as a massage establishment.

Miscellaneous activities- Charles Lemon obtained a limited food establishment permit with PA Dept of Agriculture to prepare and sell baked goods at his home. He intends to offer the items for fundraising events but not in retail stores.

Submitted by Anthony "Tony" Russo, Health Officer, June 6, 2022



PUBLIC WORKS
DIRECTOR
Nate Bragunier
OPERATIONS MANAGER
Travis Mease

SUSQUEHANNA TOWNSHIP PUBLIC WORKS

NINETEEN HUNDRED FIFTY FIVE ELMERTON AVENUE,
HARRISBURG, PENNSYLVANIA 17109 PHONE (717) 233-7143



MAY GENERAL WORK REPORT

05/31/2022

1. SIGN WORK ---- INSTALLED NEW SIGNS AND REPAIRED THE DAMAGED SIGNS.
2. REPLACED 100' OF 36" STORM PIPE PAXTONCHURCH RD.
3. MILLED & PATCHED (STATEFARM RD., LOCUST LN., 6TH ST.) VARIOUS SMALL PATCHES THROUGH OUT THE TOWNSHIP.
4. SWEPT ROAD MILLINGS.

(SWEEPING SCHEDULE WILL START JUNE 06, 2022).
(STARTING ON THE EVEN SIDE OF THE STREET)
5. PICKED UP & HAULED DIMATEX FOR PARKS & REC.
6. CLEANED TOPS OF INLETS AROUND TOWNSHIP
7. INSTALLED RAIN BARREL AT STABLER PARK
8. REPAIRED SIDEWALK ON 28TH ST.
9. LAWN REPAIR BAMBERGER RD. & BROOK ST.
10. STARTED ROADSIDE MOWING.

11. ADDED ROAD MILLINGS TO GREENBELT PATH.
12. RESTORED GRASS AT FORT HUNTER PUMP STATION.
13. CLEANED UP OVERFLOW BOXES.
14. WALKED SEWER RIGHT OF WAYS.
15. ATTENDED MSA 5 GAS METER TRAINING & OMNI CALL BOX TRAINING.
16. CHECK PUMPS & GEN-SETS.
17. RESPONDED TO 179 PA ONE CALLS.
18. TELEVISED 784FT SEWER. 1,923FT STORM.
19. FLUSHED & ROOT CUT 33,915FT OF SEWER LINES.
20. INVESTIGATED 1 SEWER COMPLAINTS 0 BLOCKAGE.

**SUSQUEHANNA TOWNSHIP HIGHWAY DEPARTMENT
MONTHLY REPORT**

MAY	
JOB DESCRIPTION	HOURS
Mechanic	296
Crew Leader	112
Operator	96
Tradesman	0
Lt Equipment Operator	104
Sign Maint. Technician	56
Truck Driver	272
Laborer	264
Foreman	152
Mechanic 1	440
Mechanic 2	0
TOTAL PEOPLE HOURS	1792
JOB PERFORMED	HOURS
Mechanic Maintenance	296
Equipment Maintenance	0
Garage Maintenance	0
Inlet Cleaning	80
Inlet Repair	0
New Inlets	0
Pipe Jobs	88
Training	0
Roadside Mowing	8
Clean Ditch Lines	0
Trimming Trees	0
Park Maintenance	0
Paving	0
Blacktop Milling	216
Hauling Stones/Waste	8
Snow & Ice Removal	0
Street Sweeping	0
Patching Pot Holes	256
Sign Work	128
General Work	112
Grind Woody Waste	0
Check Pumps	272
Flush	80
TV	52
Pa1 Calls	192
Clean Wet Wells	4
TOTAL JOB HOURS	1792
Submitted By: Travis Mease	
DATE SUBMITTED	



Susquehanna TOWNSHIP

1900 Linglestown Road | Harrisburg, PA 17110

Phone 717.545.4751 | Fax 717.540.4298

susquehannatwp.com

Dear Susquehanna Township Commissioners,

I want to take this time to thank you for your continued support to the Susquehanna Township community and Public Works Department. We have received the new roadside mower and asphalt hot box. These pieces of equipment are important in the services we provide to the township residents and will help with our efficiency in performing in everyday tasks.

The Public Works Department looks forward to using these pieces of equipment in the very near future and thanks you for your vested interest in helping us succeed in performing the very best for the residents of Susquehanna Township.

Nathan Bragunier

Nathan Bragunier

Public Works Director







369 East Park Drive
Harrisburg, PA 17111
717.564.1121
www.hrg-inc.com

MONTHLY ENGINEER'S REPORT

Susquehanna Township

Attn: Dave Pribulka
Report Period: 05/01/2022 - 05/31/2022
HRG Project Number: R000242.0001
JUNE 2, 2022

*Note: Italicized text identifies items unchanged since previous report(s)

Meetings Attended (R000242.0001):

1. Board of Commissioners Meeting May 12, 2022
2. Board of Commissioners Workshop Meeting May 25, 2022
3. Planning Commission Meeting May 23, 2022

Subdivision and/or Land Development Plan(s) Reviewed (R000242.0002):

1. Townes at Margaret's Grove Phase 3B - Land Development Plan {HRG #1265}
2. Stray Winds Phase 8 – Land Development Plan {HRG #1263}
3. Russel Drive Lot #2 - Land Development Plan (Resubmission) {HRG #1262}
4. Chick-Fil-A – Union Deposit Road - Land Development Plan {HRG #1259}

Stormwater Management Plan(s) Reviewed/Inspected (R000242.0475):

1. 2400 Wayne Avenue {HRG #047}

Improvement Guarantee Estimates/Reductions & Maintenance Guarantee Recommendations (R000242.0002):

1. Susquehanna Union Green Phase 3A & 3B - IG Reduction #1 {HRG #1241}
2. 2101 Linglestown Road Office Building - IG Reduction #1 {HRG #12235}

Construction Observation Services Performed (R000242.0002):

1. Margaret's Grove LDP {HRG #1096}
2. Laurel Hills LDP {HRG #1166}
3. Stray Wind Farms Phase 7 {HRG #1244}
4. Enclave at Elmerton LDP {HRG #1247}
5. Terraces at Maplewood {HRG #1248}
6. Susquehanna Union Green Ph. 1 {HRG #1240}
7. Susquehanna Union Green Ph. 3A & 3B {HRG #1253}

Road Cut Permit Improvement Guarantee Estimates (R000242.0187):

1. N/A

Drainage/Engineering Project(s) Status:

1. General Drainage/Engineering {HRG #R000242.0007}
 - > *Phase 037 – 2608 Catherine Street – Met with Property Owners and Township Staff. Reviewed site history and previous completed Township projects. Provided Township with previously completed Concept Plans for drainage issue. Township televised storm drainage on Catherine Street. Township has determined that they can perform the work.*

HRG met with Township staff on-site to discuss potential improvements to the stormwater related issues. HRG will continue to coordinate with Township staff on construction of improvements upon request of the Township.
2. MS4 {HRG #R000242.0451}
 - > Provided MS4 related assistance to Township staff as requested.
3. North Galen Road at Fox Hunt Lane Drainage Project {HRG #R000242.0502}
 - > HRG is currently awaiting receipt of quotes from the Crawshaws relative to some landscaping and hardscaping items that were discussed during the on-site visit on May 2, 2022. Once these quotes are received, HRG will work with Township staff and the property owners to finalize the plan and terms of the easements. HRG will then provide the Township a proposal to undertake services related to project bidding, construction contract administration, and construction observation.
4. Stormwater Capital Improvements Projects {HRG #R000242.0518}
 - > *HRG developed scopes of work and budget figures for nine stormwater capital improvement projects located at various locations around the Township. The projects under consideration aim to mitigate known stormwater infrastructure, flooding, and streambank erosion issues currently impacting the Township.*

Transportation Project(s) Status:

1. Traffic Studies {HRG #R000242.0005}
 - > *Linglestown & Crooked Hill*
 - o *Township received a complaint regarding side street green time and delays, specifically during off-peak times. ATS confirmed the intersection is properly programmed and equipment is working; signal is operating per permit. Susquehanna Township requested that HRG evaluate AM and PM peak timing to determine if changes are appropriate. HRG observed the intersection during both peak periods and recommends a programming modification. ATS indicated this is now working properly.*
 - o *Township received concern about pedestrian safety crossing this intersection. HRG will finalize memo and recommendations and send to the Township.*
 - > *Schoolhouse Lane – HRG evaluating application of additional speed humps. HRG will finalize memo and recommendations and send to the Township.*

- > Linglestown & Fargreen
 - o Township received complaints regarding signal timing. HRG conducted field view. It does not appear that the intersection timing is programmed properly. HRG is coordinating with ATS for verification.
 - o Traffic counts received on 2/14 to evaluate the need for a left turn arrow from Route 39 onto Fargreen. Left turn phase is not warranted, HRG finalizing memo for Township.
 - > Linglestown and Sturbridge
 - o Township received complaints on signal timing. HRG conducted field view. It does not appear that the intersection timing is programmed properly. HRG is coordinating with ATS for verification.
 - > Montrose Street Truck Restriction
 - o Chief Martin requested HRG prepare a truck restriction study to support the existing truck restriction posted along Montrose St from Front St to 6th Street. HRG is the process of finalizing the study.
 - o Study will be finalized by 6/3.
 - > Union Deposit and Progress Avenue
 - o Township requested that HRG evaluate the need for a flashing left turn arrow along Progress Avenue (turning onto Union Deposit Road) so that the movement may be protected-permitted at certain off-peak times of the day.
 - o HRG is evaluating feasibility and required traffic signal pole/controller modifications.
 - o Count data has been obtained and analysis will be developed once determination of a flashing yellow arrow is complete.
 - > License Plate Recognition Equipment – Rekor is updating traffic signal permits to reflect this installation of license-plate reader equipment. HRG reviewed updated plans and provided comments on 5/9. Received updated plans on 5/23, currently under review.
 - o PennDOT requires documentation that "the existing structures can adequately support the LPRC, that it will not interfere with the existing equipment and that it will not be a distraction to drivers". HRG asked Rekor/design team to address this requirement.
2. Paxton Church Road Rehabilitation {HRG #R000242.0503}
- > HRG is progressing the final design and permitting.
 - o Permit is in review.
 - o ROW exhibits are complete and valuation forms in process for Acquisition of necessary right-of-way. HRG will be contacting property owners within the upcoming weeks.
 - o Final design and bid documents prepared and sent to Township for review.
 - o Bidding following receipt of permit and resolution of utility relocations.

Recreation Project(s) Status:

1. Boyd Park Phase 2 (# R000242.0520)
 - > *The NPDES, General Permit GP-02, and General Permit GP-07 have all been approved, and authorization notices have been provided to the Township.*
 - > *HRG and Township staff determined construction of a permanent restroom at the Park would not be economically feasible due to the absence of utilities in Continental Drive. Portable toilet facilities will be provided.*
 - > *DCNR has approved the Final Bid Documents.*
 - > *First advertisement for Bidding was published on May 26, 2022, second advertisement on June 2, 2022. Bids will be publicly opened on Thursday, June 16, 2022.*
2. Conceptual Planning for Recreational Field (# R000242.0513)
 - > *The Conceptual Planning has been completed and is currently being reviewed by the Township.*
3. Conceptual Planning for Union Deposit Tract (# R000242.0515)
 - > *HRG is coordinating with Township staff regarding the development of conceptual-level sketch design drawings for potential passive recreational use of the parcel.*
 - > *HRG is coordinating with a Frisbee Golf course designer on feasibility and potential course configuration.*

Municipal Project(s) Status:

1. Susquehanna Union Green HOP Permitting and Construction
 - > *The initial HOP phase of the project to open the driveway on Linglestown Road is complete.*
 - > *The second phase of work for the roadway improvements on Progress Avenue including the signals and pedestrian crossings at Linglestown Road and Garrison Avenue has started construction and anticipated to be complete in fall 2022.*
 - > *The final phase of the project includes improvements at Progress and Paxton Church Road. HRG is working on the permit approval for the project with construction expected to occur in summer 2022.*
2. Roadway Pavement Management Plan (RPMP) Update
 - > *Scope of Work for the Roadway Pavement Management Plan update approved by the Township on 4/28/22.*
 - > *Road scan to be complete by the end of August 2022.*
 - > *Updated RPMP to be delivered in September 2022.*
3. Edgemont Community Park ADA Accessibility Improvements
 - > *HRG submitted a proposal to the Township to design ADA accessibility improvements for the playground facilities at Edgemont Community Park.*

HERBERT, ROWLAND & GRUBIC, INC.



Alex Greenly, P.E.

Parks and Recreation Departmental Report:

Park/Playground:

Boyd Park: Phase 2 is out to bid, and we will be working on purchasing the amenities through costars.

Logan Park: Storm water continues cause damage to the trail and the department is currently working with HRG to remedy the situation. Should be receiving a correction design for the trail runoff.

Veterans Park: The fit court is expected to be shipped next week and we are currently working to get an estimate to install the concrete pad.

Veterans Park Trail: The Trail will be paved the week of June 10th, this is part of the Enclave on Elmerton development.

Christian McNaughton Memorial Park: Working with Mark McNaughton on the build of a new storage shed for the park, we have obtained our permit from the Township.

Crown Point Park: Developing a timeline for possible grant application for the replacement of the playground.

Edgemont Park Lighting and security cameras have been installed at the pavilion, we have not had any additional activity since the install and work by the Susquehanna Township Police and increased visibility. New playground has been ordered.

Apple Creek Farms:

Donald B Stabler Memorial Park New playground has been ordered.

Plum Alley Park:

Beaufort Hunt Playground:

Shutt Mill Park: Stream bank restoration has been completed waiting for 70% stabilization for the site to be opened

Margaret's Grove Park:

Olympus Heights Park:

Program Report:

Spring Programming:

Spring Program Registration is going well as of June 2, 2022, we have currently 854 registrations.

Here are some notable registrations for the summer:

Summer Day Camp Registrations:

Summer Day Camp	Week of August 1-4	26
Summer Day Camp	Week of July 11-14	25
Summer Day Camp	Week of July 18-21	28
Summer Day Camp	Week of July 25-28	30
Summer Day Camp	Week of July 5-7	31
Summer Day Camp	Week of June 20-23	48
Summer Day Camp	Week of June 27-30	32

Summer Playground	Crown Point Playground June 20-24	7
Summer Playground	Crown Point Playground August 1-5	3
Summer Playground	Crown Point Playground July 11-15	2
Summer Playground	Crown Point Playground July 18-22	3
Summer Playground	Crown Point Playground July 25-29	2
Summer Playground	Crown Point Playground July 5 - July 8	3
Summer Playground	Crown Point Playground June 27- July 1	1
Summer Playground	Stabler Playground August 1-5	5
Summer Playground	Stabler Playground July 11-15	8
Summer Playground	Stabler Playground July 18-22	7
Summer Playground	Stabler Playground July 25-29	9
Summer Playground	Stabler Playground July 5 - July 8	5
Summer Playground	Stabler Playground June 20 - 24	9
Summer Playground	Stabler Playground June 27- July 1	11
Summer Playground	Veterans Park Summer June 20-24	16
Summer Playground	Veterans Park Playground August 1-5	16
Summer Playground	Veterans Park Playground July 11-15	16
Summer Playground	Veterans Park Playground July 18-22	16
Summer Playground	Veterans Park Playground July 25-29	14
Summer Playground	Veterans Park Playground July 5 - July 8	15
Summer Playground	Veterans Park Playground June 27- July 1	19

Summer Playground Registrations:

We are continuing to hire staff as we are about to complete our hiring process and fill all needed positions.

Continue to distribute sponsorship packets to various businesses in the Township.

The Department is once again offering discount amusement park tickets and movie tickets that can be purchased from the department on a consignment program with PRPS and we get a commission for every ticket sold. The movie tickets we have purchased out right and will be selling them at \$10 and will bring \$1 back to the department for each sale.

Administration:

Goal Setting: Working through the 2021/2022 Goals

Pavilion Rentals: Pavilion Rentals continue to be very strong. Veterans Park Pavilion is completely booked through the month of August and other locations are following close behind.

Newsletter: Newsletter has been mailed and residents are beginning to receive it.

Program Survey: The department is currently conducting a survey to better guide what type of recreational programming we plan for the future. Currently we have 164 started surveys and 112 completed surveys. You can take part in the survey at [Susquehanna Township: Susquehanna Township Recreation Program Plan \(civilspace.io\)](https://www.civilspace.io/survey/susquehanna-township-recreation-program-plan)

CAGA: Township will be taking part again in the Tour de Belt by providing a water station and having a team ride in the event.



369 East Park Drive
Harrisburg, PA 17111
717.564.1121
www.hrg-inc.com



June 3, 2022

Rob Martin, Director of Public Safety
Susquehanna Township
1900 Linglestown Road
Harrisburg, Pennsylvania 17110

Re: Montrose Street Truck Restriction Study

Dear Chief:

As requested by Susquehanna Township, Herbert, Rowland, & Grubic, Inc. (HRG) has completed the following truck restriction study along Montrose Street between Front Street and 6th Street.

Truck Restriction Study

BACKGROUND

Susquehanna Township has expressed concerns of heavy vehicles using Montrose Street. Montrose Street is a two-way township road that runs east-west and connects Front Street to 6th Street. It is approximately 30 feet wide, and parking is permitted on both sides of the street. Currently, there are "Weight Limit 5 Tons" (R12-1) signs placed on Montrose Street at Front Street and 2nd Street in the eastbound direction and at 4th Street and 6th Street for the westbound direction; however, the Township could not locate a study on-file to support this restriction.

TRUCK RESTRICTION STUDY PARAMETERS

67 Pa Code § 212.117 (c) (2) indicates that "traffic on a bridge or highway may be restricted by size of vehicle or kinds or classes of vehicles when, after an engineering evaluation, one or more of the following conditions are found to be present: A highway has inadequate turning radii, horizontal width, or creates concerns for vehicles with low ground clearance at one or more locations." Based on this criteria, the existing roadway conditions of Montrose Street were further evaluated with a field inspection and with truck turn simulations to determine if the truck restriction is justified.

FIELD INSPECTION AND TRUCK TURN EXHIBITS

HRG completed a field view of Montrose Street on March 3, 2022. During the field inspection, it was observed that the curb radii at Front Street, 6th Street, and all intersections in between along Montrose Street appear to be inadequate for large trucks to properly navigate. It was also observed that the width of Montrose Street was approximately 30 feet, with parking permitted on both sides of the street. With vehicles parked opposite of each other, there is not ample room for a truck to safely pass another vehicle. Results from the field inspection can be found on the attached TE-109 form.

HRG also created truck turn exhibits for the intersections of Front Street/Montrose Street and 6th Street/Montrose Street. The truck turn simulations show that a 30' single unit truck is the largest vehicle that can safely navigate these two intersections simultaneously. The truck turn exhibits have been attached.

Recommendations

Based on the results of the field inspection and truck turn simulations, HRG recommends the following:

- Replace all existing "Weight Limit 5 Tons" signs along Montrose Street with "Three or More Axle Trucks" (R20-4, 24"x18"), "No Truck" (R5-2, 24"x24"), and "Except Local Deliveries" (R5-2-3, 24"x18") signs.

The above signs must be installed within 25 feet of the adjacent intersection, in accordance with 75 Pa.C.S. §4902(e). Details of the signs are attached. Susquehanna Township should enact an ordinance in order to reflect the above truck restrictions prior to sign installation.

If you have any questions, please do not hesitate to reach out.

Sincerely,

HERBERT, ROWLAND & GRUBIC, INC.



Eric J. Stump, P.E., PTOE
Transportation Team Leader

ZRY/JBL/EJS

R000242.0005/Phase 100

P:\0002\000242_0005\Phase A100 - Montrose Truck Restriction\Admin\Traffic\Truck Restriction Memo.docx

**ENGINEERING AND TRAFFIC STUDY FOR RESTRICTIONS
AS TO WEIGHT, SIZE, KIND OR CLASS, OR TYPE OF LOAD
BASED ON HIGHWAY, BRIDGE, OR TRAFFIC CONDITIONS**
PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK

NOTE: TE-109 FORM IS TO BE COMPLETED AND APPROVED BY A **PROFESSIONAL ENGINEER**

A - LOCATION INFORMATION

COUNTY: Dauphin	MUNICIPALITY: Susquehanna Township
STREET NAME: Montrose Street	
LOCAL ROAD #: N/A	STATE ROAD #: N/A
POSTED SPEED LIMIT (PROVIDE SPEED LIMIT RANGE IF VARIES): 25 MPH	ADT (PROVIDE ADT RANGE IF VARIES): 1275
RESTRICTED BETWEEN: SEGMENT: 0120/0121 OFFSET: 1330	TO SEGMENT: _____ OFFSET: _____
LOCATION: Front Street (SR 3009)	TO LOCATION: 6th Street

B - REFERENCE INFORMATION

REFERENCE: Chapter 212	SECTION(S): 212.117(a), (b), (c), (d)
REFERENCE: MUTCD	SECTION(S): 2B.49
REFERENCE: PUB 46	SECTION(S): Chapters 2.4, 11.7.2, and 11.7.3
REFERENCE: Vehicle Code Title 75 Pa. C.S.	SECTION(S): § 4902(a), (b) and 6109(a)(7)(13)
REFERENCE: PA Code Title 67 Pa. C.S.	SECTION(S): Chapters 189, 191, and 193
REFERENCE: PUB 23	SECTION(S): Chapter 15.2
REFERENCE: PUB 238	SECTION(S): Chapter 4
REFERENCE: BRIDGE MGMT. SYSTEM	SECTION(S): Items 4A02, 4A10, 4A15, VP02, VP03, VP04, VP05

C - STUDY ELEMENTS

FROM PUB 212 APPENDIX:

- | | | |
|--|---|---|
| <input type="checkbox"/> Crash Analysis (1) | <input type="checkbox"/> Pavement Analysis (11) | <input type="checkbox"/> Traffic Volumes (20) |
| <input checked="" type="checkbox"/> Geometric Review (8) | <input type="checkbox"/> Speed Data (17) | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Past Experience (10) | <input type="checkbox"/> Structural Analysis (18) | |

D - ATTACHMENTS LISTING

CHECK THOSE THAT APPLY AND ATTACH TO THIS FORM IN THE ORDER LISTED BELOW:

- | | | |
|---|--|--|
| <input type="checkbox"/> 1. 10-Day Response Letter | <input type="checkbox"/> 8. Crash Rate | <input type="checkbox"/> 15. STAMPP Identification Data |
| <input type="checkbox"/> 2. Letter or Memo Requesting Study | <input type="checkbox"/> 9. Collision Diagram Plot | <input type="checkbox"/> 16. Speed Limit |
| <input type="checkbox"/> 3. Location Map | <input type="checkbox"/> 10. Speed Study | <input type="checkbox"/> 17. Traffic Signal Permit Plan |
| <input type="checkbox"/> 4. Straight Line Diagram | <input type="checkbox"/> 11. Warrant Analysis | <input type="checkbox"/> 18. Structural Analysis |
| <input checked="" type="checkbox"/> 5. Photographs | <input type="checkbox"/> 12. Multi-Way Stop or Truck Restriction Worksheet | <input checked="" type="checkbox"/> 19. Other <u>Autoturn Exhibits</u> |
| <input type="checkbox"/> 6. Field View Notes Drawing or Condition Diagram | <input type="checkbox"/> 13. Pavement Analysis | _____ |
| <input type="checkbox"/> 7. Crash Extract | <input type="checkbox"/> 14. Traffic/Pedestrian Volumes | |

**Confidential - Traffic Engineering and Safety Study
(For Department Use Only)**

This document is the property of the Commonwealth of Pennsylvania, Department of Transportation. The data and information contained herein are part of a traffic engineering and safety study. This safety study is only provided to those official agencies or persons who have responsibility in the highway transportation system and may only be used by such agencies or persons for traffic safety related planning or research. The document and information are confidential pursuant to 75 Pa. C.S.3754 and 23 U.S.C. 409 and may not be published, reproduced, released or discussed without the written permission of the Pennsylvania Department of Transportation.

E - SITE OBSERVATIONS

OPERATIONAL CHECKLIST:

1. Do obstructions block a driver's view of pedestrians or approaching vehicles? YES NO N/A
2. Do drivers respond correctly to signals, signs, or other traffic control devices? YES NO N/A
3. Is there evidence of crashes (*skid marks, property damage, tree/bush damage, broken glass/vehicle parts, etc.*)? YES NO N/A
4. Are there violations of parking or other traffic regulations? YES NO N/A
5. Do drivers appear confused about routes, street names, or other guidance information? YES NO N/A
6. Have you observed the location during peak hours for volume, crash evidence, and traffic operations? ... YES NO N/A
7. Are there traffic flow deficiencies or traffic conflict patterns associated with turning movements? YES NO N/A
8. Are there significant delays and/or congestion? YES NO N/A
9. Are there vehicle/pedestrians conflicts? YES NO N/A
10. Are there other traffic flow deficiencies or traffic conflict patterns? YES NO N/A

PHYSICAL CHECKLIST:

1. Can sight obstructions be removed or lessened? YES NO N/A
2. Do the street alignments or widths adequately accommodate the type of traffic using the roadway? YES NO N/A
3. Are curb radii adequate for turning vehicles? YES NO N/A
4. Are pedestrian crosswalks properly located? YES NO N/A
5. Does the usefulness, message, size, and replacement of the traffic signs conform to standards? YES NO N/A
6. Does the placement, visibility, glare, number of signal heads, and timing of the traffic signals conform to standards? YES NO N/A
7. Does the location of the pavement markings conform to standards? YES NO N/A
8. Is channelization (islands or pavement markings) adequate for reducing conflict areas, separating traffic flows, and defining movements? YES NO N/A
9. Does the existing legal parking layout affect sight distance for through or turning vehicles? YES NO N/A
10. Does the pavement condition display any signs of base pushing, cross section deterioration, surface failure (potholes, washboard, slick surface, etc.), or shoulder damage? YES NO N/A
11. Does the highway have adequate turning radii, horizontal width, or under clearance? YES NO N/A

F - SITE DATA

DATE DATA COLLECTED: 03/03/22	PERSON CONDUCTING STUDY: Zachary R. Yiengst E.I.T.	TITLE: Staff Professional
----------------------------------	---	------------------------------

HIGHWAY RESTRICTION: THIS RESTRICTION IS BEING PLACED FOR THE REASON(S) INDICATED:

(Non-applicable criteria shall be indicated by N.A. in the space provided.)

- Geometric Review - The highway has inadequate turning radii, horizontal width, or under clearance at one or more locations and certain vehicle classes, loads or sizes should be prohibited.
- Past Experience- An analysis of highways under similar climatic conditions indicated that certain weight vehicles should have been or should be prohibited from the highway.
- Pavement Analysis- A pavement analysis and/or engineering judgement indicated either existing physical deterioration due to heavy vehicle use or expected future heavy vehicle use requires that certain weight vehicles be prohibited.

Pavement Type: Asphalt Thickness: Unknown

General Condition: Good Adequacy of Drainage: Minor ponding along curb in areas

Base Pushing: N.A. Cross Section Deterioration: N.A.

Moderate/Severe Fatigue Failure of Surface: N.A. Shoulder Damage: N.A.

Other: _____

This traffic engineering and safety study is confidential pursuant to 75 Pa. C.S. 3754 and 23 U.S.C. 409 and may not be disclosed or used in litigation without written permission from PennDOT.

F - SITE DATA (CONTINUED)

- Traffic Generators- One or more of the following traffic generators exits or is in the planning and/or development stage and can only be reached by this road:
- Coal Strip Mining
 - Quarry Operation
 - Warehouse
 - Other _____
 - Horizontal Well (i.e. Marcellus Shale)
 - Manufacturing or Assembly Plant
 - Trucking Terminal
 - Vertical Gas Wells
 - Shopping Mall
 - Logging
 - Water Withdrawal
 - Water Treatment Facility

Since pavement analysis, engineering judgement and/or past experiences of like or similar roadways have indicated that certain weight vehicles have or are likely to seriously damage the roadway and/or shoulders, it is likely that one or more of the following type of damage may be incurred:

Base Pushing: N.A. Cross Section Deterioration: N.A.
 Moderate/Severe Fatigue Failure of Surface: N.A. Shoulder Damage: N.A.
 Other: _____

EXISTING BRIDGE RESTRICTION AS PER PUBLICATION 238 (See Note Below):
 Does the bridge have poor alignment, or substandard horizontal or vertical clearance? YES NO N/A
 (NOTE: All bridge analysis and restrictions are conducted by the Bridge Unit. Contact District Bridge Unit for verification.)

G - REMARKS

Montrose Street is a two-way township road that connects Front Street (SR 3009) to 6th Street. It's width is approximately 30 feet and parking is permitted on both sides of the road. Currently, along Montrose Street, there is "Weight Limit 5 Tons" signs placed at Front Street and 2nd Street in the eastbound direction and at 4th Street and 6th Street in the westbound direction. Overall, the pavement appears to be in good condition. However, along Montrose Street, curb radii at Front Street, 6th Street and all intersections in between, appear to be too small to accommodate large trucks. Additionally, when two vehicles are parked across from each other along Montrose Street, the travel way appears to be too narrow to accommodate trucks in the two-way traffic flow.

H - ENGINEERING JUDGEMENT

Based on field observations and the criteria in PA Code Title 67 Chapter 212.117 (C) the following is recommended: Replace the existing "Weight Limit 5 Tons" (R12-1) signs with "No Trucks" (R5-2) signs, supplemented with "Three or More Axle Trucks" (R20-4) signs and "Except Local Deliveries" (R5-2-3) signs along Montrose Street. Weight restrictions should be based on inadequate structural capacity or weakened/deteriorating pavement which is not present on this street. However, size restrictions can be implemented when a highway has inadequate turning radii and/or horizontal width.

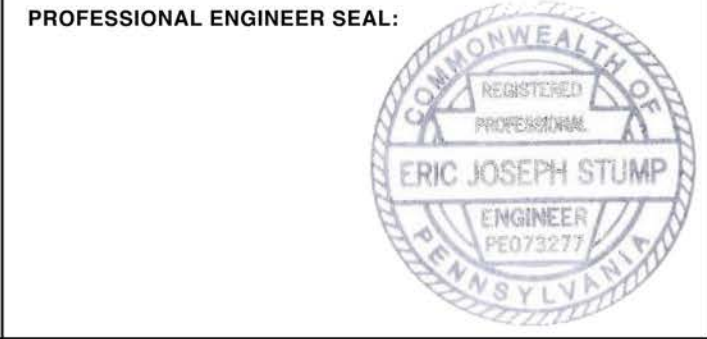
I - APPROVAL

CONDUCTED & APPROVED BY PROFESSIONAL ENGINEER:

NAME (PRINT): Eric J. Stump, P.E., PTOE

TITLE: Team Leader | Transportation DATE: 06/03/22

SIGNATURE: Eric J Stump
Digitally signed by Eric J Stump
 DN: cn=Eric J Stump, c=US, o=HRG,
 email=estump@hrg-inc.com
 Date: 2022.06.03 09:09:39 -04'00'



This traffic engineering and safety study is confidential pursuant to 75 Pa. C.S. 3754 and 23 U.S.C. 409 and may not be disclosed or used in litigation without written permission from PennDOT.



Montrose Street and Front Street



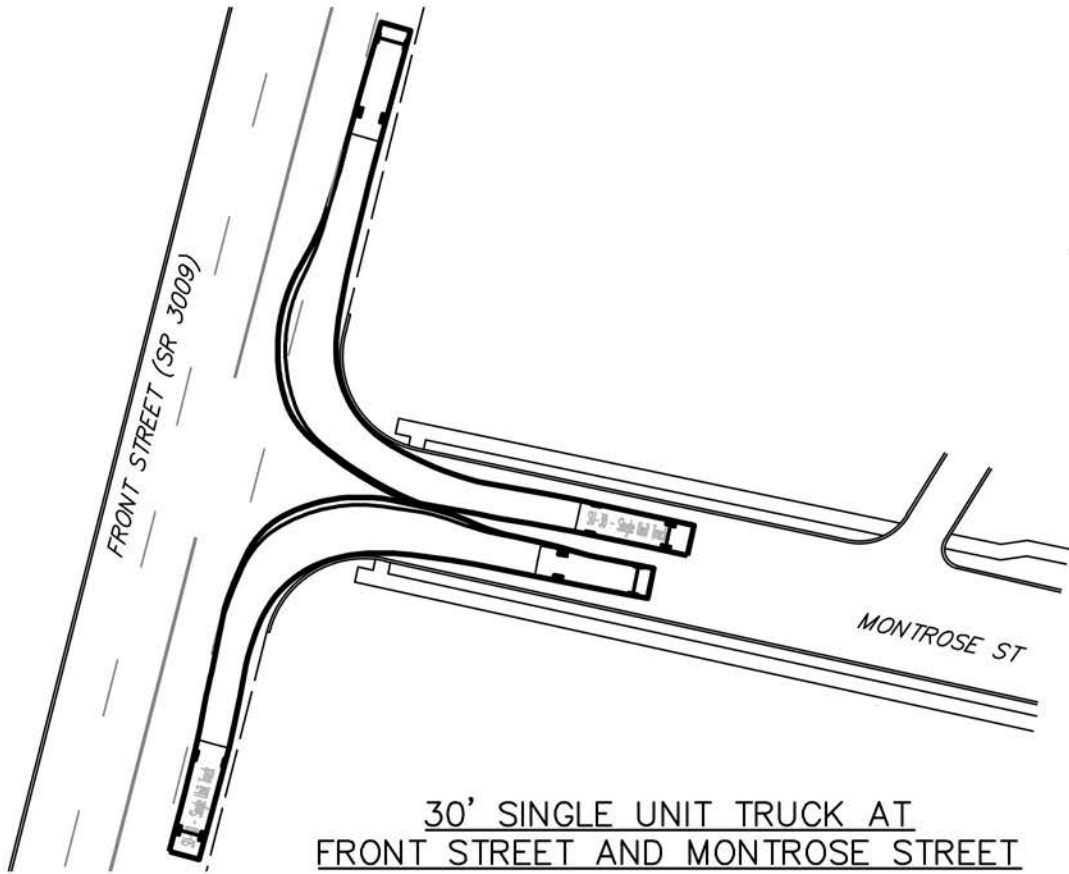
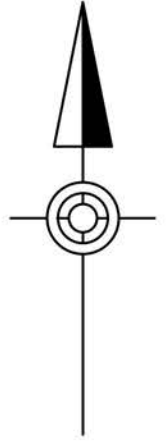
Looking East on Montrose Street at Front Street



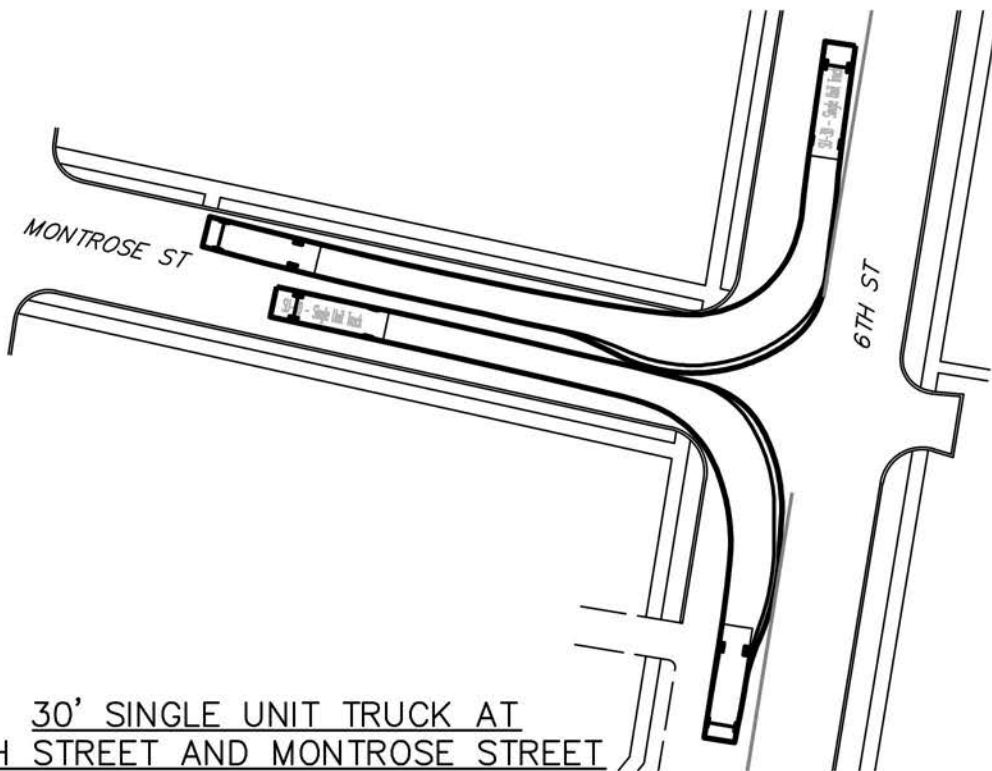
Looking East on Montrose Street at 3rd Street



Looking West on Montrose Street at 6th Street



30' SINGLE UNIT TRUCK AT
FRONT STREET AND MONTROSE STREET



30' SINGLE UNIT TRUCK AT
6TH STREET AND MONTROSE STREET

File name: P:\0002\000242_0000\Phase A100 - Montrose Truck Restriction\CS3\Truck Turns.dwg Layout:Layout1 Mar 08, 2022-12:25pm xylengat



369 East Park Drive
Harrisburg, PA 17111
(717) 564-1121
Fax (717) 564-1158
hrg@hrg-inc.com
www.hrg-inc.com

**TRUCK TURN EXHIBITS
FOR
MONTROSE STREET**

SUSQUEHANNA TOWNSHIP DAUPHIN COUNTY PENNSYLVANIA

PROJ. MGR. - EJS
DESIGN- ZRY
CADD- ZRY
CHECKED-
SCALE- 1" = 50'
DATE- MARCH 2022

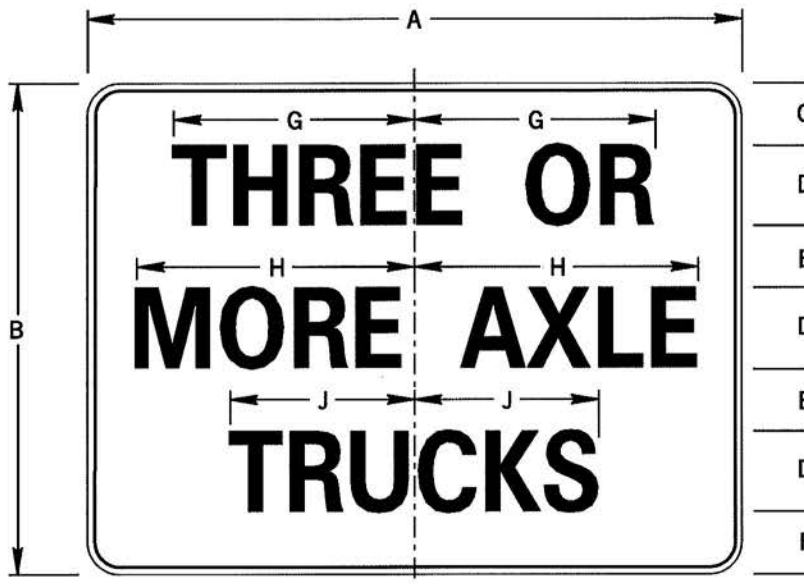
DRAWING NO. 1
SHEET NO. 1 OF 1
PROJECT 0242.0005/100

R20-4

THREE OR MORE AXLE TRUCKS SIGN

(a) Justification. The Three Or More Axle Trucks Sign (R20-4) may be used with other regulatory signs to prohibit trucks with three or more axles.

(b) Placement. The R20-4 sign, when used, shall be mounted above other regulatory signs.



DIMENSIONS - IN										
SIGN SIZE A x B	C	D	E	F	G	H	J	MAR- GIN	BOR- DER	BLANK STD.
24" x 18"	2.3	3C	2.2	2.3	8.6	9.9	6.3	0.4	0.4	B5-2418

COLOR:

LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)

BACKGROUND:
WHITE (REFLECTORIZED)

APPROVED FOR THE SECRETARY OF TRANSPORTATION

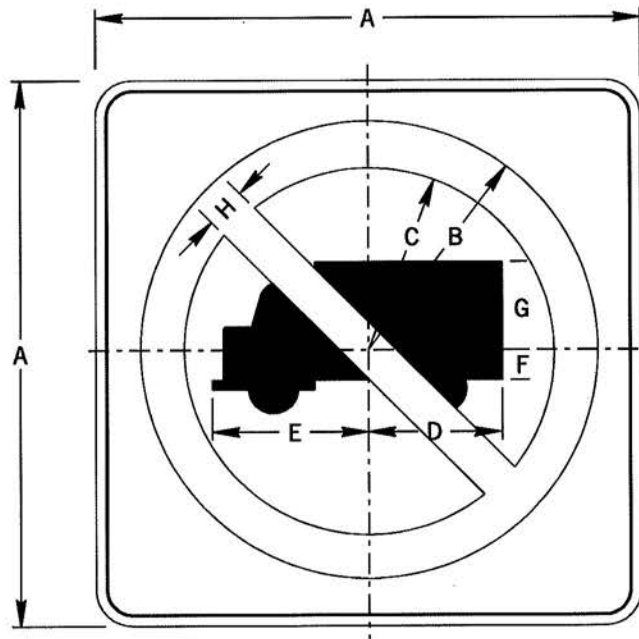
By : *Alan C. Rowe* Date : 02-29-12
Chief, Traffic Engineering and Permits Section
Bureau of Maintenance and Operations

R5-2

NO TRUCK SIGN

(a) Justification. The No Truck Sign (R5-2) shall be authorized for use to prohibit trucks, except that such vehicles may be operated thereon for the purpose of delivering or picking up materials or merchandise. When local truck deliveries are permitted, the Except Local Deliveries Sign (R5-2-3) shall be mounted beneath the R5-2 sign.

(b) Size. The standard size of the R5-2 sign shall be 24" x 24".



DIMENSIONS - IN										
SIGN SIZE A x A	B	C	D	E	F	G	H	MAR- GIN	BOR- DER	BLANK STD.
24" x 24"	10.5	8.5	6.5	7.5	1.8	4.3	2	0.4	0.6	B3-24
30" x 30"	13.2	10.6	8.1	9.4	4.7	5.3	2.6	0.4	0.8	B3-30
36" x 36"	15.8	12.8	9.8	11.3	5.6	6.4	3	0.6	1	B3-36
48" x 48"	21	17	13	15	7.5	8.5	4	0.8	1.2	B3-48

COLOR:

SYMBOL AND BORDER:
BLACK (NON-REFLECTORIZED)

CIRCLE AND SLASH:
RED (REFLECTORIZED)

BACKGROUND:
WHITE (REFLECTORIZED)

APPROVED FOR THE SECRETARY OF TRANSPORTATION

By : *Alan C. Rowe* Date : 02-29-12
Chief, Traffic Engineering and Permits Section
Bureau of Maintenance and Operations

R5-2-3

EXCEPT LOCAL DELIVERIES SIGN

The Except Local Deliveries Sign (R5-2-3) may be used below the No Trucks Sign (R5-2), Weight Limit () Tons Sign (R12-1), and the Except Combinations () Tons Sign (R12-5A) when kinds or classes of vehicles are prohibited except for local deliveries. Local deliveries are defined as deliveries going to or from a residence, commercial establishment, or farm located on a posted highway or which can be reached only via a posted highway. The R5-2-3 sign shall not, however, be used when a bridge or other structure is not capable of supporting the legal weight limit. The term "RESIDENTIAL" may be substituted for "LOCAL" if there is a commercial development in the area and satisfactory alternate access roadways exist for the commercial development.

When used the R5-2-3 sign shall be mounted below the R5-2, R12-1, or R12-5A sign. The R5-2-3 sign shall be the same width as the sign it supplements.



DIMENSIONS - IN										
SIGN SIZE A x B	C	D	E	F	G	H	J	MAR- GIN	BOR- DER	BLANK STD.
24" x 18"	2.5	3C	2	2.5	6.1	5.1	9.3	0.4	0.4	B5-2418
36" x 30"	4.1	5C	3.4	4.1	10.1	8.4	15.4	0.6	0.6	B5-3630
48" x 36"	5	6C	4	5	12.1	10.2	18.5	0.6	0.8	B5-4836

COLOR:

LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)

BACKGROUND:
WHITE (REFLECTORIZED)

APPROVED FOR THE SECRETARY OF TRANSPORTATION

By : Alan C. Brown Date : 02-29-12
Chief, Traffic Engineering and Permits Section
Bureau of Maintenance and Operations



**SUSQUEHANNA TOWNSHIP
BOARD OF COMMISSIONERS
REPORT OF BILLS PAID**

Date: June 9, 2022

Prepared By: Jill Lovett

Fund:	Checks Issued:	Amount:
General Fund	Check #335348 through #3353424 ACH Withdrawals (8) Payroll Disbursements	\$1,058,251.12
Highway Fund	Check #102343 through #102345	\$7,389.69
Street Light Fund	Check # 1272	\$26,040.94
Fire Protection Fund	Check #709562 through #709591	\$393,117.36
Unallocated, Overhead Expenses:	Checks Issued in the Amount of:	\$362,685.07
Edgemont Fire:	Checks Issued in the Amount of:	\$440.54
Progress Fire:	Checks Issued in the Amount of:	\$21,689.94
Rescue Fire:	Checks Issued in the Amount of:	\$8,301.81
Developers' Rec	None	\$0.00
Boyd Foundation Funds	None	\$0.00
Capital Improvement Fund	Check #1616	\$13,168.18
ARPA Fund	Check #1010 through #1011	\$116,006.91
Grand Total:		\$1,613,974.20

I Certify That The Expenses Named Herein Are Actually Incurred As Prescribed By Law.

President of the Board

Date

Attest:

Secretary of the Board

Date

10:40 AM
06/06/22

Susquehanna Township
Check Detail
May 10 through June 6, 2022

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	335348	05/10/2022	Central PA Assoc of Twp Commission	1000800 · General Fund Checking	
Bill	05212022	05/10/2022		400460 · Meetings & Continuing Education	-30.00
TOTAL					-30.00
Bill Pmt -Check	335349	05/11/2022	Amazon Capital Services	1000800 · General Fund Checking	
Bill	1DRK-K8T7-9QFX	01/01/2022		401210 · Materials and Supplies	-31.92
Bill	17X3-MX9H-W7DH	01/28/2022		451200 · Materials & Supplies (ADM)	-19.97
TOTAL					-51.89
Bill Pmt -Check	335350	05/11/2022	Central PA Assoc of Twp Commission	1000800 · General Fund Checking	
Bill	Fleming/Lynch	05/11/2022		400460 · Meetings & Continuing Education	-60.00
TOTAL					-60.00
Bill Pmt -Check	335351	05/18/2022	Andrew Somma	1000800 · General Fund Checking	
Bill	2004WC	05/18/2022		410196 · Post-Retirement Med Insurance	-1,715.00
Bill	2004WC2	05/18/2022		410196 · Post-Retirement Med Insurance	-1,728.00
TOTAL					-3,443.00
Bill Pmt -Check	335352	05/24/2022	A Finishing Touch	1000800 · General Fund Checking	
Bill	42022146	04/25/2022		451374 · Park Restroom Supplies & Repair	-1,250.00
Bill	52022/153	05/01/2022		451374 · Park Restroom Supplies & Repair	-50.00
Bill				409450 · Janitorial Services (Contract)	-3,513.14
Bill				430450 · Cleaning Service	-665.10
TOTAL					-5,478.24
Bill Pmt -Check	335353	05/24/2022	AFSCME	1000800 · General Fund Checking	
Bill	05012022	05/01/2022		429190 · Employee Insurances	-865.38
Bill				430190 · Employee Insurances	-2,472.50
Bill				436190 · Employee Insurances	-123.62
TOTAL					-3,461.50
Bill Pmt -Check	335354	05/24/2022	Ahold Financial Services	1000800 · General Fund Checking	
Bill	571747	04/22/2022		451200 · Materials & Supplies (ADM)	-36.54
Bill	571753	04/25/2022		451200 · Materials & Supplies (ADM)	-8.00
Bill	571772	04/29/2022		451200 · Materials & Supplies (ADM)	-32.96
Bill	571786	05/06/2022		451200 · Materials & Supplies (ADM)	-46.05
TOTAL					-123.55
Bill Pmt -Check	335355	05/24/2022	Air Gas	1000800 · General Fund Checking	
Bill	9800839982	04/08/2022		430384 · Rental and Welding Expense	-455.61
Bill	9800839981	04/08/2022		430384 · Rental and Welding Expense	-594.50
TOTAL					-1,050.11
Bill Pmt -Check	335356	05/24/2022	Amazon Capital Services	1000800 · General Fund Checking	
Bill	1FMKVM1Y11HW	04/26/2022		430210 · Material and Supplies	-30.08
Bill	1YHTKVYFJLT7	05/08/2022		414210 · Materials & Supplies-Plan & CP	-268.94
Bill				414210 · Materials & Supplies-Plan & CP	-24.71
Bill				436241 · General Expense	-52.99
Bill				429241 · General Expenses	-19.99
Bill				451200 · Materials & Supplies (ADM)	-101.99
Bill				414241 · General Expense	-5.99
TOTAL					-504.69
Bill Pmt -Check	335357	05/24/2022	Americhem International Inc	1000800 · General Fund Checking	
Bill	239639	05/11/2022		451373 · Park Athletic Fields & Playgrd	-562.75
TOTAL					-562.75
Bill Pmt -Check	335358	05/24/2022	Approved Code Services, Inc.	1000800 · General Fund Checking	
Bill	17329	03/17/2022		413450 · MDIA Inspections	-265.00
Bill	17533	04/13/2022		413450 · MDIA Inspections	-795.00
Bill	17702	05/04/2022		413450 · MDIA Inspections	-265.00
Bill				413450 · MDIA Inspections	-265.00

Susquehanna Township
Check Detail
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Type	Num	Date	Name	Account	Paid Amount
				413450 · MDIA Inspections	-265.00
TOTAL					-1,855.00
Bill Pmt -Check	335359	05/24/2022	Atlantic Tactical	1000800 · General Fund Checking	
Bill	80768987	04/11/2022		410238 · Uniforms - Police	-174.58
TOTAL					-174.58
Bill Pmt -Check	335360	05/24/2022	Best Line Equipment	1000800 · General Fund Checking	
Bill	58381	05/02/2022		430375 · Vehicle Expenses	-145.64
Bill	58383	05/02/2022		430375 · Vehicle Expenses	-71.39
Bill	58397	05/02/2022		430375 · Vehicle Expenses	-250.64
TOTAL					-467.67
Bill Pmt -Check	335361	05/24/2022	C.S. Davidson, Inc.	1000800 · General Fund Checking	
Bill	152243	01/01/2022		407370 · IT Repairs, Main. & Service	-1,850.00
TOTAL					-1,850.00
Bill Pmt -Check	335362	05/24/2022	CBY Systems Inc	1000800 · General Fund Checking	
Bill	73800	04/30/2022		410241 · General Expenses	-48.00
TOTAL					-48.00
Bill Pmt -Check	335363	05/24/2022	Chemung Supply Corp	1000800 · General Fund Checking	
Bill	15879	04/12/2022		433245 · Materials and Supplies	-3,447.50
TOTAL					-3,447.50
Bill Pmt -Check	335364	05/24/2022	Classic Drycleaners	1000800 · General Fund Checking	
Bill	226789	05/01/2022		410238 · Uniforms - Police	-575.87
TOTAL					-575.87
Bill Pmt -Check	335365	05/24/2022	Comcast	1000800 · General Fund Checking	
Bill	8993110580163813	04/20/2022		401320 · Communications	-112.48
Bill	8993110580183647	04/26/2022		410320 · Communication	-112.47
				401320 · Communications	-174.69
				410320 · Communication	-174.69
TOTAL					-574.33
Bill Pmt -Check	335366	05/24/2022	Comcast Business	1000800 · General Fund Checking	
Bill	144636332	04/15/2022		401320 · Communications	-686.29
				429320 · Communications	-202.16
				430320 · Communications	-150.48
				410320 · Communication	-1,060.93
				2381400 · Fire Fund Expense	-83.24
TOTAL					-2,183.10
Bill Pmt -Check	335367	05/24/2022	Commonwealth of PA	1000800 · General Fund Checking	
Bill	1249510	05/10/2022		436241 · General Expense	-2,500.00
TOTAL					-2,500.00
Bill Pmt -Check	335368	05/24/2022	Commonwealth of PA 2	1000800 · General Fund Checking	
Bill	050922	05/09/2022		410241 · General Expenses	-25.00
TOTAL					-25.00
Bill Pmt -Check	335369	05/24/2022	Conrad Siegel Actuaries	1000800 · General Fund Checking	
Bill	902034741	05/03/2022		483311 · Pension Actuarial Services	-4,800.00
TOTAL					-4,800.00
Bill Pmt -Check	335370	05/24/2022	Cralls Garage	1000800 · General Fund Checking	
Bill	2433	04/20/2022		410375 · Maintenance & Repair Vehicle	-25.00

**Susquehanna Township
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Type	Num	Date	Name	Account	Paid Amount
Bill	2437	04/21/2022		410375 · Maintenance & Repair Vehicle	-25.00
Bill	2443	04/25/2022		410375 · Maintenance & Repair Vehicle	-25.00
TOTAL					-75.00
Bill Pmt -Check	335371	05/24/2022	Daniel B Krieg Inc	1000800 · General Fund Checking	
Bill	305116	04/01/2022		430210 · Material and Supplies	-192.50
Bill	305142	04/04/2022		430210 · Material and Supplies	-291.90
Bill	305188	04/08/2022		430210 · Material and Supplies	-2,055.90
Bill	305253	04/13/2022		430210 · Material and Supplies	-1,350.90
TOTAL					-3,891.20
Bill Pmt -Check	335372	05/24/2022	Eckert, Seamans, Cherin & Mellott LLC	1000800 · General Fund Checking	
Bill	1679887	04/14/2022		404310 · General Legal Services	-15.00
Bill	1679888	04/14/2022		404310 · General Legal Services	-6,006.00
Bill	1679889	04/14/2022		404310 · General Legal Services	-5,512.00
Bill	1679890	04/14/2022		404310 · General Legal Services	-104.00
Bill	1679891	04/14/2022		404310 · General Legal Services	-104.00
Bill	1679892	04/14/2022		404310 · General Legal Services	-234.00
TOTAL					-11,975.00
Bill Pmt -Check	335373	05/24/2022	Five Star International	1000800 · General Fund Checking	
Bill	100242	01/20/2022		430375 · Vehicle Expenses	-1,940.96
Bill	367492	04/22/2022		430375 · Vehicle Expenses	-761.57
Bill	368009	04/28/2022		430375 · Vehicle Expenses	-219.05
Bill	369184	05/09/2022		430375 · Vehicle Expenses	-50.35
Bill	368025	05/09/2022		430375 · Vehicle Expenses	-37.96
TOTAL					-3,009.89
Bill Pmt -Check	335374	05/24/2022	Fromm's Uniforms	1000800 · General Fund Checking	
Bill	11559	01/01/2022		410238 · Uniforms - Police	-278.00
TOTAL					-278.00
Bill Pmt -Check	335375	05/24/2022	Graphtech	1000800 · General Fund Checking	
Bill	147920	04/29/2022		451200 · Materials & Supplies (ADM)	-122.79
TOTAL					-122.79
Bill Pmt -Check	335376	05/24/2022	High Tech Metals	1000800 · General Fund Checking	
Bill	7419	04/26/2022		430210 · Material and Supplies	-237.40
TOTAL					-237.40
Bill Pmt -Check	335377	05/24/2022	Hoffman Ford	1000800 · General Fund Checking	
Bill	292031	05/10/2022		410375 · Maintenance & Repair Vehicle	-279.90
TOTAL					-279.90
Bill Pmt -Check	335378	05/24/2022	Inservco Insurance Services	1000800 · General Fund Checking	
Bill	2060007992	05/05/2022		410118 · Salary-Patrolmen	-6,870.93
TOTAL					-6,870.93
Bill Pmt -Check	335379	05/24/2022	Intermixit	1000800 · General Fund Checking	
Bill	7652	05/04/2022		407370 · IT Repairs, Main. & Service	-12,776.96
				407280 · General Software/Hardware	-1,078.92
TOTAL					-13,855.88
Bill Pmt -Check	335380	05/24/2022	K&C Communications	1000800 · General Fund Checking	
Bill	100424	05/05/2022		410375 · Maintenance & Repair Vehicle	-351.90
Bill	100425	05/05/2022		410375 · Maintenance & Repair Vehicle	-1,158.09
TOTAL					-1,509.99
Bill Pmt -Check	335381	05/24/2022	Kint Corp	1000800 · General Fund Checking	
Bill	111847	04/25/2022		409370 · Maintenance and Repair	-329.75

Susquehanna Township
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Type	Num	Date	Name	Account	Paid Amount
Bill	112599	04/27/2022		430370 · Maintenance/Repairs Bldg	-348.75
TOTAL					-678.50
Bill Pmt -Check	335382	05/24/2022	LB Smith Ford	1000800 · General Fund Checking	
Bill	290901	04/27/2022		410375 · Maintenance & Repair Vehicle	-108.78
Bill	291100	05/02/2022		410375 · Maintenance & Repair Vehicle	-33.12
Bill	291253	05/04/2022		410375 · Maintenance & Repair Vehicle	-34.78
Bill	292053	05/20/2022		410375 · Maintenance & Repair Vehicle	-29.81
TOTAL					-206.49
Bill Pmt -Check	335383	05/24/2022	Life Source Water Service LLC	1000800 · General Fund Checking	
Bill	91440	04/26/2022		401241 · General Expenses	-17.25
				410241 · General Expenses	-46.00
				430241 · General Expenses	-17.25
Bill	91479	05/09/2022		401241 · General Expenses	-12.83
				410241 · General Expenses	-24.33
				430241 · General Expenses	-35.83
TOTAL					-153.49
Bill Pmt -Check	335384	05/24/2022	Lowe's	1000800 · General Fund Checking	
Bill	98001392103	04/25/2022		451374 · Park Restroom Supplies & Repair	-78.52
				430210 · Material and Supplies	-73.36
				2381400 · Fire Fund Expense	-54.55
TOTAL					-206.43
Bill Pmt -Check	335385	05/24/2022	Lowe's Group Sales Tours LLC	1000800 · General Fund Checking	
Bill	NYC	04/25/2022		451319 · Classes/Activities	-1,179.90
TOTAL					-1,179.90
Bill Pmt -Check	335386	05/24/2022	McCarthy Tire & Automotive Cen	1000800 · General Fund Checking	
Bill	10112880	03/24/2022		430375 · Vehicle Expenses	-1,044.38
TOTAL					-1,044.38
Bill Pmt -Check	335387	05/24/2022	Middle Dept Inspection Agency	1000800 · General Fund Checking	
Bill	152972	04/27/2022		413450 · MIDIA Inspections	-75.00
TOTAL					-75.00
Bill Pmt -Check	335388	05/24/2022	Momin Bhatti	1000800 · General Fund Checking	
Bill	2022-4SUSQ	05/08/2022		400460 · Meetings & Continuing Education	-1,220.00
TOTAL					-1,220.00
Bill Pmt -Check	335389	05/24/2022	NAPA Auto Parts	1000800 · General Fund Checking	
Bill	3081-777320	04/08/2022		430375 · Vehicle Expenses	-63.88
Bill	3081-777351	04/08/2022		430375 · Vehicle Expenses	-21.15
Bill	3081-777318	04/08/2022		410375 · Maintenance & Repair Vehicle	-596.83
Bill	3081-777441	04/11/2022		430375 · Vehicle Expenses	-92.77
Bill	3081-777564	04/12/2022		430375 · Vehicle Expenses	-71.60
Bill	3081-777532	04/12/2022		410375 · Maintenance & Repair Vehicle	-203.76
Bill	3081-777553	04/12/2022		410375 · Maintenance & Repair Vehicle	-267.90
Bill	3081-777611	04/13/2022		410375 · Maintenance & Repair Vehicle	-596.83
TOTAL					-1,914.72
Bill Pmt -Check	335390	05/24/2022	Nathan Bragunier	1000800 · General Fund Checking	
Bill	050622	05/06/2022		430460 · Education and Training	-102.50
TOTAL					-102.50
Bill Pmt -Check	335391	05/24/2022	National Recreation and Park	1000800 · General Fund Checking	
Bill	54576	05/10/2022		451460 · Education, Training, and Member	-175.00
TOTAL					-175.00
Bill Pmt -Check	335392	05/24/2022	Networkfleet, Inc.	1000800 · General Fund Checking	

Susquehanna Township
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Type	Num	Date	Name	Account	Paid Amount
Bill	2761097	05/01/2022		430320 · Communications 429320 · Communications 451320 · Communications	-339.99 -48.57 -16.19
TOTAL					-404.75
Bill Pmt -Check	335393	05/24/2022	PA Media Group	1000800 · General Fund Checking	
Bill	10308052	04/25/2022		401341 · Advertising	-134.89
Bill	10308799	05/02/2022		401341 · Advertising	-242.50
TOTAL					-377.39
Bill Pmt -Check	335394	05/24/2022	PMHIC	1000800 · General Fund Checking	
Bill	90371	05/09/2022		401190 · Employee Insurances 402190 · Employee Insurances 410190 · Employee Insurances 410196 · Post-Retirement Med Insurance 414190 · Employee Insurances 413190 · Employee Insurance 430190 · Employee Insurances 451190 · Employee Insurances 2381400 · Fire Fund Expense 429190 · Employee Insurances 2380160 · Medical Insurance Former Emplo 436190 · Employee Insurances	-3,950.43 -2,194.69 -88,382.73 -43,329.64 -1,975.21 -3,675.19 -22,513.26 -3,763.35 -89.77 -8,849.75 -5,003.28 -7,611.24
TOTAL					-191,138.55
Bill Pmt -Check	335395	05/24/2022	PP&L Electric Utilities	1000800 · General Fund Checking	
Bill	1973129002	04/25/2022		430360 · Utilities 451360 · Utilities-Parks 409360 · Utilities 2381400 · Fire Fund Expense 433361 · Traffic Signal-Electric	-123.48 -660.96 -261.77 -1,218.55 -718.14
TOTAL					-2,982.90
Bill Pmt -Check	335396	05/24/2022	PPC Lubricants	1000800 · General Fund Checking	
Bill	2024118	04/29/2022		430375 · Vehicle Expenses	-648.00
TOTAL					-648.00
Bill Pmt -Check	335397	05/24/2022	Print Works on Demand Inc	1000800 · General Fund Checking	
Bill	93745	04/18/2022		410210 · Materials and Supplies	-679.00
TOTAL					-679.00
Bill Pmt -Check	335398	05/24/2022	Purchase Power	1000800 · General Fund Checking	
Bill	8000900011448085	05/05/2022		401241 · General Expenses	-907.50
TOTAL					-907.50
Bill Pmt -Check	335399	05/24/2022	Rabold's Services	1000800 · General Fund Checking	
Bill	52059	05/02/2022		410262 · Speed Timing Devices	-98.00
TOTAL					-98.00
Bill Pmt -Check	335400	05/24/2022	Retmay Distributors	1000800 · General Fund Checking	
Bill	13069	01/31/2022		430210 · Material and Supplies	-805.32
Bill	13109	02/18/2022		430210 · Material and Supplies	-28.00
TOTAL					-833.32
Bill Pmt -Check	335401	05/24/2022	Shearer Locksmith Inc	1000800 · General Fund Checking	
Bill	82334	04/14/2022		451372 · Maintenance/Repair	-111.30
TOTAL					-111.30
Bill Pmt -Check	335402	05/24/2022	Snyder Brothers Inc.	1000800 · General Fund Checking	
Bill	55098	04/28/2022		409360 · Utilities 430360 · Utilities 2381400 · Fire Fund Expense 2381400 · Fire Fund Expense	-137.68 -601.02 -181.63 -413.57

Susquehanna Township
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May 10 through June 6, 2022

Type	Num	Date	Name	Account	Paid Amount
				2381400 · Fire Fund Expense	-422.57
TOTAL					-1,756.47
Bill Pmt -Check	335403	05/24/2022	Sports Paradise	1000800 · General Fund Checking	
Bill	8644	01/26/2022		410238 · Uniforms - Police	-1,311.90
Bill	8870	04/22/2022		410238 · Uniforms - Police	-137.45
TOTAL					-1,449.35
Bill Pmt -Check	335404	05/24/2022	Steelton Community Cats	1000800 · General Fund Checking	
Bill	05162022	05/16/2022		420319 · Stray Animal Control	-660.00
TOTAL					-660.00
Bill Pmt -Check	335405	05/24/2022	Stephenson Equipment, Inc.	1000800 · General Fund Checking	
Bill	10181637	04/18/2022		430375 · Vehicle Expenses	-468.38
Bill	17008512	04/20/2022		430210 · Material and Supplies	-10.00
Bill	17008511	04/20/2022		430210 · Material and Supplies	-11.46
Bill	17008655	05/18/2022		430375 · Vehicle Expenses	-144.00
TOTAL					-633.84
Bill Pmt -Check	335406	05/24/2022	Suez	1000800 · General Fund Checking	
Bill	208487588481	04/18/2022		451360 · Utilities-Parks	-2.06
Bill	203470620000	04/26/2022		451360 · Utilities-Parks	-34.24
Bill	208850030000	04/28/2022		409360 · Utilities	-83.42
Bill	200724783622	05/03/2022		451360 · Utilities-Parks	-19.89
TOTAL					-139.61
Bill Pmt -Check	335407	05/24/2022	Summer Alaire Miller	1000800 · General Fund Checking	
Bill	05052022	05/05/2022		414317 · Steno Fees - ZHB	-320.00
TOTAL					-320.00
Bill Pmt -Check	335408	05/24/2022	Susquehanna Municipal Trust	1000800 · General Fund Checking	
Bill	202223	05/18/2022		2381400 · Fire Fund Expense	-2,182.10
				484000 · Workers' Comp Insurance	-65,809.71
				429241 · General Expenses	-4,393.34
				436241 · General Expense	-844.60
TOTAL					-73,229.75
Bill Pmt -Check	335409	05/24/2022	Susquehanna School District	1000800 · General Fund Checking	
Bill	1104	04/26/2022		401241 · General Expenses	-175.00
Bill	1106	04/26/2022		401241 · General Expenses	-35.00
Bill	1107	04/26/2022		401241 · General Expenses	-35.00
Bill	1108	04/26/2022		401241 · General Expenses	-70.00
Bill	1109	04/26/2022		401241 · General Expenses	-35.00
Bill	1115	05/03/2022		401241 · General Expenses	-140.00
Bill	1116	05/03/2022		401241 · General Expenses	-70.00
TOTAL					-560.00
Bill Pmt -Check	335410	05/24/2022	Susquehanna Township Authority	1000800 · General Fund Checking	
Bill	119843	04/30/2022		409360 · Utilities	-17.10
Bill	119231	04/30/2022		409360 · Utilities	-125.74
Bill	119293	04/30/2022		409360 · Utilities	-128.08
Bill	119861	04/30/2022		409360 · Utilities	-34.80
Bill	111780	05/05/2022		409360 · Utilities	-297.87
TOTAL					-603.59
Bill Pmt -Check	335411	05/24/2022	Thomson Reuters - West	1000800 · General Fund Checking	
Bill	846312605	05/01/2022		410241 · General Expenses	-212.54
TOTAL					-212.54
Bill Pmt -Check	335412	05/24/2022	Toshiba Financial Services	1000800 · General Fund Checking	
Bill	5020013488	05/03/2022		407280 · General Software/Hardware	-1,751.09
TOTAL					-1,751.09

Susquehanna Township
Check Detail
May 10 through June 6, 2022

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	335413	05/24/2022	Tracey E Calhoun	1000800 · General Fund Checking	
Bill	201	04/25/2022		451319 · Classes/Activities	-180.00
TOTAL					-180.00
Bill Pmt -Check	335414	05/24/2022	Triangle Press Inc	1000800 · General Fund Checking	
Bill	220376	05/02/2022		413241 · General Expense	-81.29
TOTAL					-81.29
Bill Pmt -Check	335415	05/24/2022	Truck Parts Plus	1000800 · General Fund Checking	
Bill	773423	04/25/2022		430375 · Vehicle Expenses	-45.58
TOTAL					-45.58
Bill Pmt -Check	335416	05/24/2022	U Comp	1000800 · General Fund Checking	
Bill	03312022	03/31/2022		410194 · Unemployment Comp Ins	-17,620.81
				415194 · Unempl Comp Insurance	-40.48
				436194 · Unempl Comp Insurance -	-1,651.00
				429194 · UC Insurance	-2,782.71
				451194 · Unempl Cmp Insurance	-976.80
				2381400 · Fire Fund Expense	-762.00
				401194 · Unemployment Comp Insurance	-952.50
				402194 · Unemployment Comp Insurance	-508.00
				413194 · Unemployment Comp Ins	-762.00
				414194 · Unemployment Comp Insurance	-381.00
				430194 · Unempl Comp Insurance -	-3,714.75
TOTAL					-30,152.05
Bill Pmt -Check	335417	05/24/2022	UGI Utilities	1000800 · General Fund Checking	
Bill	411006901242	04/13/2022		409360 · Utilities	-48.58
Bill	411000812239	04/13/2022		430360 · Utilities	-117.54
TOTAL					-166.12
Bill Pmt -Check	335418	05/24/2022	USPS Harrisburg Post Office	1000800 · General Fund Checking	
Bill	2443090	05/19/2022		451340 · Newsletter	-2,993.76
TOTAL					-2,993.76
Bill Pmt -Check	335419	05/24/2022	Verizon 2	1000800 · General Fund Checking	
Bill	9905040053	05/17/2022		410320 · Communication	-1,500.04
				430320 · Communications	-103.30
				413320 · Communications	-129.39
				451320 · Communications	-84.38
				401320 · Communications	-42.19
				2381400 · Fire Fund Expense	-42.19
				2381400 · Fire Fund Expense	-42.19
				415320 · Communications	-42.19
				436241 · General Expense	-74.38
				429320 · Communications	-145.48
TOTAL					-2,205.73
Bill Pmt -Check	335420	05/24/2022	Watchguard	1000800 · General Fund Checking	
Bill	14178	04/14/2022		410261 · Major Equipment	-5,145.00
TOTAL					-5,145.00
Bill Pmt -Check	335421	05/24/2022	William Goff	1000800 · General Fund Checking	
Bill	04272022	04/27/2022		430238 · Uniforms	-87.51
TOTAL					-87.51
Bill Pmt -Check	335422	05/24/2022	Zep Sales & Services	1000800 · General Fund Checking	
Bill	9007391576	05/02/2022		430241 · General Expenses	-193.33
TOTAL					-193.33
Bill Pmt -Check	335423	05/24/2022	Hornung Tru Value (29th St.)	1000800 · General Fund Checking	

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Susquehanna Township
Check Detail
May 10 through June 6, 2022

Type	Num	Date	Name	Account	Paid Amount
Bill	4751	04/30/2022		430210 · Material and Supplies	-16.99
TOTAL					-16.99
Bill Pmt -Check	335424	05/31/2022	Susquehanna Township Baseball Assoc.	1000800 · General Fund Checking	
Bill	05312022	05/31/2022		2382000 · Police Donations	-1,335.00
TOTAL					-1,335.00

Susquehanna Township
ACH Monthly Withdrawals
Month of May 2022

Dig My Earth	\$ 2,195.91
Enterprise	\$ 3,988.20
Francia Done Henry	\$ 845.00
James Huffard	\$ 4,456.45
Jeffrey Vargo	\$ 845.00
Ralph Martin	\$ 845.00
Brooke Anthony	\$ 845.00
Susquehanna Solar Partners	\$ 3,910.42
Wex	<u>\$ 17,193.24</u>
Total ACH Withdrawals	\$ 35,124.22

Payroll Disbursements for May 2022

Payroll 5/15/22	\$ 314,149.94
Payroll 5/31/22	<u>\$ 304,568.48</u>
Total Payroll Disbursements	\$ 618,718.42

Susquehanna Township - Highway Fund
Check Detail
 May 10 through June 6, 2022

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	102343	05/24/2022	Atlantic Transportation Systems, Inc.	1008000 - Checking Account	
Bill	22113	04/26/2022		433370 · Maint.- Traffic Signals	-383.43
Bill	22120	05/02/2022		433370 · Maint.- Traffic Signals	-1,187.72
Bill	22131	05/09/2022		433370 · Maint.- Traffic Signals	-2,179.52
Bill	22136	05/16/2022		433370 · Maint.- Traffic Signals	-1,500.62
TOTAL					-5,251.29
Bill Pmt -Check	102344	05/24/2022	Pennsy Supply	1008000 - Checking Account	
Bill	3173441	05/10/2022		439600 · Road Construction Projects	-538.01
Bill	3174057	05/12/2022		439600 · Road Construction Projects	-1,126.94
Bill	3174347	05/13/2022		439600 · Road Construction Projects	-266.66
TOTAL					-1,931.61
Bill Pmt -Check	102345	05/24/2022	Stewart & Tate Inc	1008000 - Checking Account	
Bill	81598	04/19/2022		438245 · Public Works- Highway Supplies	-100.23
Bill	81670	04/29/2022		438245 · Public Works- Highway Supplies	-106.56
TOTAL					-206.79

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Susquehanna Township Street Light Fund
Check Detail
May 10 through June 6, 2022

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	1272	05/24/2022	PP&L	1008000 - Checking Account	
Bill	9193311008	04/29/2022		434361 - Street Lighting	-18,942.03
Bill	9400119001	04/29/2022		434361 - Street Lighting	-7,098.91
TOTAL					-26,040.94

Susquehanna Township Fire Protection Fund Check Detail

May 10 through June 6, 2022

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	709562	05/20/2022	A Finishing Touch	1008000 · Checking Account	
Bill	52022/152	05/01/2022		411542 · Rescue Fire Company	-150.00
TOTAL					-150.00
Bill Pmt -Check	709563	05/20/2022	Americem International Inc	1008000 · Checking Account	
Bill	23801601	04/12/2022		411541 · Progress Fire Company	-218.05
TOTAL					-218.05
Bill Pmt -Check	709564	05/20/2022	Atlantic Tactical	1008000 · Checking Account	
Bill	80768791	04/08/2022		411541 · Progress Fire Company	-159.96
Bill	80769341	04/14/2022		411541 · Progress Fire Company	-33.37
Bill	80769579	04/18/2022		411541 · Progress Fire Company	-559.93
TOTAL					-753.26
Bill Pmt -Check	709565	05/20/2022	Benchmark Insurance Company	1008000 · Checking Account	
Bill	2205103697	06/01/2022		411195 · W.C. Insurance	-4,403.00
TOTAL					-4,403.00
Bill Pmt -Check	709566	05/20/2022	Capital Region Water	1008000 · Checking Account	
Bill	620674070	04/26/2022		411541 · Progress Fire Company	-289.73
TOTAL					-289.73
Bill Pmt -Check	709567	05/20/2022	Comcast	1008000 · Checking Account	
Bill	8993110580085131	04/16/2022		411542 · Rescue Fire Company	-55.44
Bill	8993110580181328	04/16/2022		411542 · Rescue Fire Company	-109.85
Bill	8993110580184413	04/19/2022		411541 · Progress Fire Company	-359.79
Bill	8993110580012408	04/19/2022		411541 · Progress Fire Company	-61.39
Bill	8993110580226115	04/23/2022		411542 · Rescue Fire Company	-17.98
Bill	8993110580046638	05/05/2022		411542 · Rescue Fire Company	-111.85
TOTAL					-716.30
Bill Pmt -Check	709568	05/20/2022	Commerical Refrigeration of Harrisburg	1008000 · Checking Account	
Bill	475740	04/28/2022		411541 · Progress Fire Company	-8,772.00
TOTAL					-8,772.00
Bill Pmt -Check	709569	05/20/2022	Commonwealth of PA Fed Prop	1008000 · Checking Account	
Bill	617754	04/22/2022		411375 · Vehicle Expenses- Shop 84	-15.00
Bill	617832	05/06/2022		411375 · Vehicle Expenses- Shop 84	-12.00
Bill	879	05/10/2022		411239 · Misc. Expenses	-4.00
Bill	617854	05/10/2022		411239 · Misc. Expenses	-8.50
TOTAL					-39.50
Bill Pmt -Check	709570	05/20/2022	Connxt Security Solutions Inc	1008000 · Checking Account	
Bill	CSSV22-SFR02	03/31/2022		411542 · Rescue Fire Company	-2,569.00
TOTAL					-2,569.00
Bill Pmt -Check	709571	05/20/2022	Fire & Rescue Products	1008000 · Checking Account	
Bill	100654FP	05/02/2022		411542 · Rescue Fire Company	-1,030.19
TOTAL					-1,030.19
Bill Pmt -Check	709572	05/20/2022	Irvin Hahn Company Inc	1008000 · Checking Account	
Bill	57056	04/20/2022		411541 · Progress Fire Company	-9,393.90
TOTAL					-9,393.90
Bill Pmt -Check	709573	05/20/2022	J&K Signs	1008000 · Checking Account	
Bill	94125	04/25/2022		411542 · Rescue Fire Company	-1,500.00
TOTAL					-1,500.00

Susquehanna Township Fire Protection Fund Check Detail

May 10 through June 6, 2022

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	709574	05/20/2022	M & K Truck Center	1008000 · Checking Account	
Bill	103417HP	05/04/2022		411542 · Rescue Fire Company	-178.64
Bill	103460HP	05/05/2022		411542 · Rescue Fire Company	-346.21
TOTAL					-524.85
Bill Pmt -Check	709575	05/20/2022	Penn Pest, LLC.	1008000 · Checking Account	
Bill	41973	05/12/2022		411541 · Progress Fire Company	-70.00
TOTAL					-70.00
Bill Pmt -Check	709576	05/20/2022	PP&L Electric Utilities	1008000 · Checking Account	
Bill	6289516003	04/22/2022		411541 · Progress Fire Company	-963.36
				411540 · Edgemont Fire Company	-235.21
				411542 · Rescue Fire Company	-291.52
TOTAL					-1,490.09
Bill Pmt -Check	709577	05/20/2022	RF Fager Co	1008000 · Checking Account	
Bill	4749156001	04/21/2022		411373 · Repair and Maintenance- PSB	-20.48
TOTAL					-20.48
Bill Pmt -Check	709578	05/20/2022	Sudden Death Termite & Pest Co	1008000 · Checking Account	
Bill	70932	04/25/2022		411542 · Rescue Fire Company	-45.00
TOTAL					-45.00
Bill Pmt -Check	709579	05/20/2022	Suez	1008000 · Checking Account	
Bill	208601030000	04/28/2022		411363 · Fire Hydrants	-9,815.40
Bill	208568920000	04/28/2022		411542 · Rescue Fire Company	-142.17
Bill	201770221711	04/28/2022		411542 · Rescue Fire Company	-272.99
Bill	206833720000	04/28/2022		411542 · Rescue Fire Company	-92.14
Bill	209367030000	05/12/2022		411540 · Edgemont Fire Company	-114.22
TOTAL					-10,436.92
Bill Pmt -Check	709580	05/20/2022	UGI Utilities	1008000 · Checking Account	
Bill	411000375294	05/11/2022		411540 · Edgemont Fire Company	-91.11
Bill	411002074580	05/11/2022		411541 · Progress Fire Company	-217.94
Bill	411001602811	05/12/2022		411542 · Rescue Fire Company	-82.68
TOTAL					-391.73
Bill Pmt -Check	709581	05/20/2022	US Bancorp.	1008000 · Checking Account	
Bill	471324715	04/30/2022		471004 · US Bank Fire Apparatus	-295,828.87
				472004 · US Bank Fire Apparatus	-52,282.82
TOTAL					-348,111.69
Bill Pmt -Check	709582	05/20/2022	Verizon - Lehigh Valley	1008000 · Checking Account	
Bill	550772618000176	04/06/2022		411542 · Rescue Fire Company	-130.30
Bill	450771949000104	04/18/2022		411542 · Rescue Fire Company	-147.03
TOTAL					-277.33
Bill Pmt -Check	709583	05/20/2022	Verizon Wireless	1008000 · Checking Account	
Bill	9905040054	04/25/2022		411542 · Rescue Fire Company	-252.67
Bill	9905674886	05/03/2022		411541 · Progress Fire Company	-195.72
TOTAL					-448.39
Bill Pmt -Check	709584	05/26/2022	Comcast	1008000 · Checking Account	
Bill	8993110580085131	05/16/2022		411542 · Rescue Fire Company	-65.44
Bill	8993110580181328	05/16/2022		411542 · Rescue Fire Company	-109.85
TOTAL					-175.29
Bill Pmt -Check	709585	05/26/2022	Cralis Garage	1008000 · Checking Account	

Susquehanna Township Fire Protection Fund Check Detail

May 10 through June 6, 2022

Type	Num	Date	Name	Account	Paid Amount
Bill	2313	05/18/2022		411541 · Progress Fire Company	-25.00
TOTAL					-25.00
Bill Pmt -Check	709586	05/26/2022	Fisher Auto Parts Inc	1008000 · Checking Account	
Bill	333310761	05/12/2022		411541 · Progress Fire Company	-369.80
TOTAL					-369.80
Bill Pmt -Check	709587	05/26/2022	Kint	1008000 · Checking Account	
Bill	112930	05/04/2022		411542 · Rescue Fire Company	-147.50
TOTAL					-147.50
Bill Pmt -Check	709588	05/26/2022	PPC Lubricants	1008000 · Checking Account	
Bill	2026343	05/08/2022		411375 · Vehicle Expenses- Shop 84	-295.00
TOTAL					-295.00
Bill Pmt -Check	709589	05/26/2022	Royers Flowers	1008000 · Checking Account	
Bill	715828	04/30/2022		411542 · Rescue Fire Company	-220.00
TOTAL					-220.00
Bill Pmt -Check	709590	05/26/2022	UGI Utilities	1008000 · Checking Account	
Bill	411000928696	05/05/2022		411542 · Rescue Fire Company	-102.60
TOTAL					-102.60
Bill Pmt -Check	709591	05/26/2022	Verizon - Lehigh Valley	1008000 · Checking Account	
Bill	550772618000176	05/06/2022		411542 · Rescue Fire Company	-130.76
TOTAL					-130.76

Susquehanna Township - Capital Improvement Fund Check Detail

May 10 through June 6, 2022

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	1616	05/24/2022	Motorola	1008000 - Capital Imp Fund - Centric	
Bill	8281349868	03/24/2022		410740 - Police Vehicle Expenses	-143.00
Bill	8281350805	03/25/2022		410740 - Police Vehicle Expenses	-430.58
Bill	8281350929	03/26/2022		410740 - Police Vehicle Expenses	-12,594.60
TOTAL					<hr/> -13,168.18

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Susquehanna Township - ARPA Fund
Check Detail

May 10 through June 6, 2022

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	1010	05/24/2022	Interiors by Deco, LLC.	1008000 · Centric Bank - Account 1173947	
Bill	107	05/16/2022		4061000 · Provision of Government Service	-2,355.55
TOTAL					-2,355.55
Bill Pmt -Check	1011	05/25/2022	eciConstruction, LLC	1008000 · Centric Bank - Account 1173947	
Bill	30210814	05/16/2022		4061000 · Provision of Government Service	-113,651.36
TOTAL					-113,651.36

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 30.21081.5

To Owner: Susquehanna Township
1900 Linglestown Rd

Project: 21081. Susquehanna Twp Admin Office
Renovations

Application No. : 5

Distribution to :
 Owner
 Architect
 Contractor

Harrisburg, PA 17110

Period To: 5/31/2022

From Contractor: eciConstruction, LLC
124 West Church Street
Dillsburg, PA 17019

Via Architect: TONO Architects
436 West James Street, Suite 100
Lancaster PA 17603

Project Nos:



Contract For:

Contract Date:

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	\$935,300.00
2. Net Change By Change Order	\$18,037.00
3. Contract Sum To Date	\$953,337.00
4. Total Completed and Stored To Date	\$742,625.60
5. Retainage:	
a. 10.00% of Completed Work	\$74,262.64
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$74,262.64
6. Total Earned Less Retainage	\$668,362.96
7. Less Previous Certificates For Payments	\$584,257.65
8. Current Payment Due	\$84,105.31
9. Balance To Finish, Plus Retainage	\$284,974.04

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 for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: eciConstruction, LLC

By: _____ Date: _____

State of: _____ County of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public:
 My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's 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 of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 84,105.31

(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.)

ARCHITECT:

By: _____ Date: _____

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 rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$18,037.00	\$0.00
TOTALS	\$18,037.00	\$0.00
Net Changes By Change Order	\$18,037.00	

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 5

Application Date : 05/27/22

To: 05/31/22

Architect's Project No.:

Invoice # : 30.21081.5

Contract : 30.21081. Susquehanna Twp Admin Office Renovations

A Item No.	B Description of Work	C Scheduled Value	D E		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			Work Completed						
			From Previous Application (D+E)	This Period In Place					
1	DIVISION 1	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
2	Bond	9,353.00	9,353.00	0.00	0.00	9,353.00	100.00%	0.00	
3	Submittals	5,000.00	4,750.00	250.00	0.00	5,000.00	100.00%	0.00	
4	Baseline Schedule	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	
5	Mobilization	14,030.00	12,627.00	0.00	0.00	12,627.00	90.00%	1,403.00	
6	Survey & Layout	3,033.00	2,729.70	303.30	0.00	3,033.00	100.00%	0.00	
7	Onsite Project Coordination	28,082.00	25,273.80	1,404.10	0.00	26,677.90	95.00%	1,404.10	
8	Periodic Cleaning	7,140.00	6,426.00	357.00	0.00	6,783.00	95.00%	357.00	
9	Final Cleaning	1,590.00	0.00	0.00	0.00	0.00	0.00%	1,590.00	
10	Punch List	5,138.00	0.00	0.00	0.00	0.00	0.00%	5,138.00	
11	DIVISION 2	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
12	Selective Demolition	31,751.00	31,751.00	0.00	0.00	31,751.00	100.00%	0.00	
13	DIVISION 3	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
14	Concrete Reinforcement Materials	2,250.00	2,250.00	0.00	0.00	2,250.00	100.00%	0.00	
15	Concrete Footings; L	3,395.00	3,395.00	0.00	0.00	3,395.00	100.00%	0.00	
16	Concrete Footings; M	2,192.00	2,192.00	0.00	0.00	2,192.00	100.00%	0.00	
17	Flooring Removal and Slab Prep; L	9,208.00	9,208.00	0.00	0.00	9,208.00	100.00%	0.00	
18	Flooring Removal and Slab Prep; M	3,410.00	3,410.00	0.00	0.00	3,410.00	100.00%	0.00	
19	DIVISION 5	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
20	Structural Metal Framing; L	3,346.00	3,346.00	0.00	0.00	3,346.00	100.00%	0.00	
21	Structural Metal Framing; M	8,341.00	8,341.00	0.00	0.00	8,341.00	100.00%	0.00	
22	DIVISION 6	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
23	Wood Blocking/Nailers; L	1,123.00	1,066.85	0.00	0.00	1,066.85	95.00%	56.15	
24	Wood Blocking/Nailers; M	384.00	364.80	0.00	0.00	364.80	95.00%	19.20	
25	Cabinets/Countertops/Millwork/Trim; L	10,933.00	6,559.80	2,186.60	0.00	8,746.40	80.00%	2,186.60	
26	Cabinets/Countertops/Millwork/Trim; M	26,347.00	26,347.00	0.00	0.00	26,347.00	100.00%	0.00	
27	DIVISION 7	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
28	Board Insulation/Batt Insulation; L	973.00	973.00	0.00	0.00	973.00	100.00%	0.00	
29	Board Insulation/Batt Insulation; M	734.00	734.00	0.00	0.00	734.00	100.00%	0.00	
30	Blanket Insulation; L	1,012.00	1,012.00	0.00	0.00	1,012.00	100.00%	0.00	
31	Blanket Insulation; M	1,802.00	1,802.00	0.00	0.00	1,802.00	100.00%	0.00	
32	Air Barriers; L	1,120.00	1,120.00	0.00	0.00	1,120.00	100.00%	0.00	

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 5

Application Date : 05/27/22

To: 05/31/22

Architect's Project No.:

Invoice # : 30.21081.5

Contract : 30.21081. Susquehanna Twp Admin Office Renovations

A Item No.	B Description of Work	C Scheduled Value	D E		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			Work Completed						
			From Previous Application (D+E)	This Period In Place					
33	Air Barriers; M	2,080.00	2,080.00	0.00	0.00	2,080.00	100.00%	0.00	
34	EPDM Roofing, Wall Panels; L	26,000.00	0.00	0.00	0.00	0.00	0.00%	26,000.00	
35	EPDM Roofing, Wall Panels; M	39,000.00	0.00	0.00	0.00	0.00	0.00%	39,000.00	
36	Caulking/Sealants; L	2,761.00	2,484.90	0.00	0.00	2,484.90	90.00%	276.10	
37	Caulking/Sealants; M	178.00	160.20	0.00	0.00	160.20	90.00%	17.80	
38	DIVISION 8	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
39	Doors, Frames, & Hardware; L	7,678.00	0.00	2,687.30	0.00	2,687.30	35.00%	4,990.70	
40	Doors, Frames, & Hardware; M	31,058.00	0.00	10,870.30	0.00	10,870.30	35.00%	20,187.70	
41	Coiling Counter Doors; L	3,292.00	0.00	0.00	0.00	0.00	0.00%	3,292.00	
42	Coiling Counter Doors; M	4,023.00	0.00	0.00	0.00	0.00	0.00%	4,023.00	
43	Aluminum Entrances, Storefronts, Glazing; L	28,006.00	0.00	0.00	0.00	0.00	0.00%	28,006.00	
44	Aluminum Entrances, Storefronts, Glazing; M	42,010.00	0.00	0.00	0.00	0.00	0.00%	42,010.00	
45	DIVISION 9	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
46	Non-structural Metal Stud Framing; L	9,262.00	9,262.00	0.00	0.00	9,262.00	100.00%	0.00	
47	Non-structural Metal Stud Framing; M	10,381.00	10,381.00	0.00	0.00	10,381.00	100.00%	0.00	
48	Drywall; L	22,476.00	22,476.00	0.00	0.00	22,476.00	100.00%	0.00	
49	Drywall; M	4,718.00	4,718.00	0.00	0.00	4,718.00	100.00%	0.00	
50	Ceramic Tile; L	3,240.00	3,240.00	0.00	0.00	3,240.00	100.00%	0.00	
51	Ceramic Tile; M	2,160.00	2,160.00	0.00	0.00	2,160.00	100.00%	0.00	
52	Acoustical Ceilings; L	12,982.00	9,736.50	0.00	0.00	9,736.50	75.00%	3,245.50	
53	Acoustical Ceilings; M	19,472.00	14,604.00	4,868.00	0.00	19,472.00	100.00%	0.00	
54	LVT Flooring; L	2,076.00	0.00	2,076.00	0.00	2,076.00	100.00%	0.00	
55	LVT Flooring; M	7,401.00	7,401.00	0.00	0.00	7,401.00	100.00%	0.00	
56	Carpet; L	2,715.00	0.00	2,443.50	0.00	2,443.50	90.00%	271.50	
57	Carpet; M	17,488.00	17,488.00	0.00	0.00	17,488.00	100.00%	0.00	
58	Resilient Base, Nosings, Transistions; L	2,610.00	0.00	2,349.00	0.00	2,349.00	90.00%	261.00	
59	Resilient Base, Nosings, Transistions; M	6,025.00	6,025.00	0.00	0.00	6,025.00	100.00%	0.00	
60	Painting; L	6,038.00	4,528.50	905.70	0.00	5,434.20	90.00%	603.80	
61	Painting; M	11,212.00	8,409.00	2,803.00	0.00	11,212.00	100.00%	0.00	
62	DIVISION 10	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
63	Signage; L	4,611.00	0.00	0.00	0.00	0.00	0.00%	4,611.00	

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 5

Application Date : 05/27/22

To: 05/31/22

Architect's Project No.:

Invoice # : 30.21081.5

Contract : 30.21081. Susquehanna Twp Admin Office Renovations

A Item No.	B Description of Work	C Scheduled Value	D		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			E Work Completed						
			From Previous Application (D+E)	This Period In Place					
64	Signage; M	8,563.00	0.00	0.00	0.00	0.00	0.00%	8,563.00	
65	Toilet Partitions; L	1,251.00	0.00	0.00	0.00	0.00	0.00%	1,251.00	
66	Toilet Partitions; M	2,247.00	0.00	2,247.00	0.00	2,247.00	100.00%	0.00	
67	Toilet Accessories	1,018.00	0.00	0.00	0.00	0.00	0.00%	1,018.00	
68	Glass Partition; L	15,546.00	15,546.00	0.00	0.00	15,546.00	100.00%	0.00	
69	Glass Partition; M	29,380.00	29,380.00	0.00	0.00	29,380.00	100.00%	0.00	
70	DIVISION 22	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
71	Plumbing Demolition	4,970.00	4,970.00	0.00	0.00	4,970.00	100.00%	0.00	
72	PVC DWV Pipe & Fittings; L	2,030.00	2,030.00	0.00	0.00	2,030.00	100.00%	0.00	
73	PVC DWV Pipe & Fittings; M	1,960.00	1,960.00	0.00	0.00	1,960.00	100.00%	0.00	
74	Copper Pipe & Fittings; L	3,040.00	2,979.20	60.80	0.00	3,040.00	100.00%	0.00	
75	Copper Pipe & Fittings; M	2,420.00	2,420.00	0.00	0.00	2,420.00	100.00%	0.00	
76	Plumbing Fixtures; L	7,835.00	1,567.00	5,876.25	0.00	7,443.25	95.00%	391.75	
77	Plumbing Fixtures; M	11,170.00	11,170.00	0.00	0.00	11,170.00	100.00%	0.00	
78	DIVISION 23	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
79	HVAC Demolition	10,880.00	10,880.00	0.00	0.00	10,880.00	100.00%	0.00	
80	PVC Pipe & Fittings; L	4,650.00	4,650.00	0.00	0.00	4,650.00	100.00%	0.00	
81	PVC Pipe & Fittings; M	2,865.00	2,865.00	0.00	0.00	2,865.00	100.00%	0.00	
82	Refrigerant Pipe & Fittings; L	7,620.00	7,239.00	381.00	0.00	7,620.00	100.00%	0.00	
83	Refrigerant Pipe & Fittings; M	4,035.00	4,035.00	0.00	0.00	4,035.00	100.00%	0.00	
84	Sheet Metal Duct Rough-in; L	33,685.00	33,685.00	0.00	0.00	33,685.00	100.00%	0.00	
85	Sheet Metal Duct Rough-in; M	29,910.00	29,910.00	0.00	0.00	29,910.00	100.00%	0.00	
86	Dampers, Grilles, Registers, Diffusers; L	6,615.00	5,953.50	661.50	0.00	6,615.00	100.00%	0.00	
87	Dampers, Grilles, Registers, Diffusers; M	5,955.00	5,955.00	0.00	0.00	5,955.00	100.00%	0.00	
88	Split System Air Handling Units; L	6,455.00	6,455.00	0.00	0.00	6,455.00	100.00%	0.00	
89	Split System Air Handling Units; M	14,980.00	14,980.00	0.00	0.00	14,980.00	100.00%	0.00	
90	HVAC Insulation; L	2,137.00	2,094.26	42.74	0.00	2,137.00	100.00%	0.00	
91	HVAC Insulation; M	4,988.00	4,888.24	99.76	0.00	4,988.00	100.00%	0.00	
92	DIVISION 26	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
93	Electrical Demolition	29,300.00	29,300.00	0.00	0.00	29,300.00	100.00%	0.00	
94	Electrical Rough-in; L	24,075.00	24,075.00	0.00	0.00	24,075.00	100.00%	0.00	
95	Electrical Rough-in; M	20,425.00	20,425.00	0.00	0.00	20,425.00	100.00%	0.00	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 5

Application Date : 05/27/22

To: 05/31/22

Architect's Project No.:

Invoice # : 30.21081.5


Contract : 30.21081. Susquehanna Twp Admin Office Renovations

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
96	Lighting; L	17,100.00	15,390.00	0.00	0.00	15,390.00	90.00%	1,710.00	
97	Lighting; M	20,900.00	0.00	15,675.00	0.00	15,675.00	75.00%	5,225.00	
98	Low Voltage Rough-in; L	27,228.00	27,228.00	0.00	0.00	27,228.00	100.00%	0.00	
99	Low Voltage Rough-in; M	22,822.00	22,822.00	0.00	0.00	22,822.00	100.00%	0.00	
100	Electrical Finishes; L	6,390.00	958.50	5,431.50	0.00	6,390.00	100.00%	0.00	
101	Electrical Finishes; M	7,810.00	1,171.50	6,638.50	0.00	7,810.00	100.00%	0.00	
102	Low Voltage Finishes; L	4,050.00	1,417.50	2,632.50	0.00	4,050.00	100.00%	0.00	
103	Low Voltage Finishes; M	4,950.00	1,732.50	3,217.50	0.00	4,950.00	100.00%	0.00	
104	DIVISION 31	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
105	Shoring	1,072.00	1,072.00	0.00	0.00	1,072.00	100.00%	0.00	
106	Frost Wall Footing Excavation	2,785.00	2,785.00	0.00	0.00	2,785.00	100.00%	0.00	
107	DIVISION 32	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
108	Patch Landscaping Bed	2,548.00	0.00	0.00	0.00	0.00	0.00%	2,548.00	
CO1	PCO1 - Soffit Manufacture Costs	3,151.00	0.00	3,151.00	0.00	3,151.00	100.00%	0.00	
CO2	PCO2 - Door Manufacture Change	4,341.00	0.00	4,341.00	0.00	4,341.00	100.00%	0.00	
CO3	PCO3 - Accessible Restroom Change	10,545.00	0.00	9,490.50	0.00	9,490.50	90.00%	1,054.50	
Grand Totals		953,337.00	649,175.25	93,450.35	0.00	742,625.60	77.90%	210,711.40	74,262.64



SUSQUEHANNA TOWNSHIP POLICE DEPARTMENT

1900 Linglestown Road, Harrisburg, PA 17110
(717) 652-8265 Fax (717) 652-5628

FROM: Robert A. Martin, Director of Public Safety 

TO: Mr. David Pribulka, Township Manager

SUBJECT: Permanent Appointment of Patrol Officer Jenna Bretz

DATE: 19 May 2022

It gives me great pleasure to recommend Patrol Officer Jenna Bretz for permanent employment with our Police Department. Over the past year Officer Bretz has performed in an exemplary manner.

Through the performance of her duties, Officer Jenna Bretz consistently demonstrates the core values of character, integrity, and attention to duty. We are most fortunate to have her as part of our team.

Amber Greene

Harrisburg, PA 17112

agreene5270@gmail.com

+1 717 585 2767

Work Experience

Accounts Payable/Receivable Secretary

Lower Paxton Township - Harrisburg, PA

March 2012 to Present

- Process Sewer Authority and Township check runs weekly. Verify them for accuracy. Printing reports, checks, and bundling them for the supervisors to sign.
- Inputting of Township deposits into the appropriate expense and revenue line items monthly.
- Contacting vendors to setup accounts or request invoices.
- Responding to vendor inquiries and communicating with vendors to solve or resolve discrepancies. To make sure invoices are paid on a timely basis.
- Promote the Township use of the Purchase card (Pcard) program.
- Open mail and redistribute to the proper departments.
- Assist the front desk in correcting errors in the cash register.
- Assemble the daily deposit.
- Assist in assembling the monthly billing of the Sewer Authority.
- Ordering of office supplies.
- Reconciling statements.
- Multitasking.
- Inputting of leave slips when Payroll Secretary is off.
- Compiling and entering invoices for grant submission.

Senior Teller

M&T Bank - Harrisburg, PA

August 2008 to March 2012

- Supervise the teller line and 4 tellers.
- In charge of audit procedures.
- Maintaining teller drawer and counting daily.
- Maintaining cash vault of branch. Making sure it balanced daily.
- Assisting customers with their banking needs.
- Ordering of office supplies.
- Ordering money for the branch to replenish the vault.
- Scheduling the tellers for their weekly shift.
- Multitasking.

Front End Coordinator

DICK'S Sporting Goods - Harrisburg, PA

August 2006 to August 2008

- Process customer's transactions.

- Answer telephones and direct phone calls to the correct department.
- Balance all drawers at the end of night.
- Help the company maintain shrink goals by checking products when they go out.
- Supervise the front end and help other cashiers with returns.
- Restocking the front end.
- Daily deposit.
- Multitasking.

Education

Associate's degree in General Studies

Harrisburg Area Community College-Harrisburg - Harrisburg, PA
August 2006 to May 2010

High school diploma

Afton High School - Afton, NY
September 1995 to June 2006

Skills

- Accounts payable (5 years)
- Microsoft Excel (9 years)
- Accounts receivable (5 years)
- Microsoft Word (10+ years)
- Microsoft Outlook (10+ years)
- Multi-line phone systems (10+ years)

Additional Information

- Knowledge of community development and zoning. Worked in that department for 8 months at Lower Paxton Township.
- Knowledge of the Police Department. Worked in that the department for 2.5 years.
- Knowledge of Parks and Recreation. Worked in that department for 2 years.
- Served as Union Steward for 3 years.

From: [Carl Hisiro](#)
To: [David Pribulka](#)
Cc: [Doug Knauss](#)
Subject: Fwd: Bio letter
Date: Friday, June 3, 2022 2:12:10 PM

David, attached is an email I received from Howard Hirsch who I like to nominate for the recreation advisory committee at public meeting next week. Let me know if you have any questions. Carl

Sent from my iPhone

Begin forwarded message:

From: Howard Hirsch <howardh525@gmail.com>
Date: June 3, 2022 at 8:42:07 AM EDT
To: Carl Hisiro <chisiro@susquehannatwp.com>
Subject: Bio letter

To Whom it may concern;

Hi, my name is Howard Hirsch.

I have lived in Susquehanna township since 1982. I am 65 retired and own 3 properties in the township my home and two commercial locations. I have two daughters both that graduated with honors from susquehanna high school, one just moved to the lower paxtang area and will be working at Hershey Med. as an associate professor and Doctor of psychology, another is finishing her internship at Kansas University, then hopefully will move here as well. Over the years I have owned several businesses, the most well known was the Big Ugly Warehouse with 4 locations. I also owned a residential building company that built several homes in the township. In the early days I coached for STYBA, youth soccer and basketball. I hope that getting involved with the township will help improve the area for others.

Thank you for your consideration,
Howard Hirsch



369 East Park Drive
Harrisburg, PA 17111
717.564.1121
www.hrg-inc.com

FINANCIAL SECURITY ADJUSTMENT #1

Susquehanna Township
Attn: Betsy Logan

Linglestown Rd Site Office Building

JUNE 2, 2022

As requested, Herbert, Rowland & Grubic, Inc. performed a site inspection on May 25, 2022, for the above-referenced project in order to determine the extent of completion of items covered by the Financial Security.

Based upon our observations of work completed, we recommend that the Financial Security be adjusted to \$101,108, as shown on the attached tabulation.

Original Financial Security Amount	\$263,303
Financial Security Adjustment #1	(\$162,195)
Remaining Financial Security Amount	\$101,108

We request that a copy of the updated Financial Security be provided to HRG for our internal records. Please feel free to contact our office if you need additional information regarding this matter.

This review is based solely on the documents referenced above and does not relieve the design professional of any responsibility, nor does it imply any design responsibility by Herbert, Rowland & Grubic, Inc.

Please note that the adjusted Financial Security recommendation may include a 10% annual increase for each one-year period from the establishment of said security per PAMPC 509(h); this may lead to increases in security totals from previous adjustment recommendations if sufficient project progress has not been achieved.

HERBERT, ROWLAND & GRUBIC, INC.

Alex Greenly, PE
Project Manager

AG/CMF/LB

R000242.0002 (Phase 1235)

P:\0002\000242_0002\1235 - Integrated Properties LDP - Linglestown Rd Office Building\C - FINANCIAL SECURITY\F5 Est\FSA1 - PH 1235.Docx

Enclosures: Financial Security Adjustment #1

SUSQUEHANNA TOWNSHIP

FINANCIAL SECURITY (FS) ADJUSTMENT #1

Linglestown Road Site Office Building for 430 N. Front Street Associates, LLC.

INITIAL FS RECOMMENDATION DATE: 04/14/21
 PREVIOUS FS REDUCTION DATE: _____
 CURRENT FS REDUCTION DATE: 06/02/22

HRG NO.: R000242.0002 PH. 1235
 PLAN DATE: 11/04/19
 LAST PLAN REVISION DATE: 01/27/21



Description	Units	Standard Quantity	Dedicated Quantity	Unit Cost	Item Total	Financial Security Reduction						Financial Security Remaining After Reduction			Notes
						Previous Quantity Reduced			Current Quantity Reduced			Remaining Quantity			
						Standard	Dedicated	Total (\$)	Standard	Dedicated	Total (\$)	Standard	Dedicated	Total (\$)	
SITE WORK															
Permanent Seed/Mulch (no topsoil)	LS	1		\$ 1,500	\$ 1,500			\$ -	1		\$ 1,500			\$ -	
Clearing and Grubbing	LS	1		\$ 3,000	\$ 3,000			\$ -	1		\$ 3,000			\$ -	
Topsoil Removal/Stockpiling	LS	1		\$ 1,500	\$ 1,500			\$ -	1		\$ 1,500			\$ -	
Site Work Total:					\$ 6,000			\$ -			\$ 6,000			\$ -	
EROSION & SEDIMENTATION CONTROL															
Stabilized Construction Entrance (INSTALLED)	EA	1		\$ 1,250	\$ 1,250			\$ -	1		\$ 1,250			\$ -	
Stabilized Construction Entrance (REMOVED)	EA	1		\$ 1,250	\$ 1,250			\$ -	1		\$ 1,250			\$ -	
Concrete Washout Area (INSTALLED)	EA	1		\$ 500	\$ 500			\$ -	1		\$ 500			\$ -	
Concrete Washout Area (REMOVED)	EA	1		\$ 500	\$ 500			\$ -	1		\$ 500			\$ -	
12" Silt Sock (INSTALLED)	LF	230		\$ 3	\$ 690			\$ -	230		\$ 690			\$ -	
12" Silt Sock (REMOVED)	LF	230		\$ 3	\$ 690			\$ -			\$ -	230		\$ 690	still installed
24" Silt Sock (INSTALLED)	LF	60		\$ 7	\$ 420			\$ -	60		\$ 420			\$ -	
24" Silt Sock (REMOVED)	LF	60		\$ 7	\$ 420			\$ -	60		\$ 420			\$ -	
18" Silt Fence (INSTALLED)	LF	265		\$ 2	\$ 530			\$ -	265		\$ 530			\$ -	
18" Silt Fence (REMOVED)	LF	265		\$ 2	\$ 530			\$ -			\$ -	265		\$ 530	still installed
Rock Apron (Rip-Rap) (PERMANENT)	SY	14		\$ 60	\$ 840			\$ -	14		\$ 840			\$ -	
Rock Filter (INSTALLED)	EA	1		\$ 250	\$ 250			\$ -	1		\$ 250			\$ -	
Rock Filter (REMOVED)	EA	1		\$ 250	\$ 250			\$ -	1		\$ 250			\$ -	
Inlet Protection (INSTALLED)	EA	3		\$ 150	\$ 450			\$ -	3		\$ 450			\$ -	
Inlet Protection (REMOVED)	EA	3		\$ 150	\$ 450			\$ -	3		\$ 450			\$ -	
North American Green (S-75)	SY	805		\$ 3	\$ 2,415			\$ -			\$ -	805		\$ 2,415	not installed
Topsoil/Seed/Mulch (for stabilization)	LS	1		\$ 1,500	\$ 1,500			\$ -			\$ -	1		\$ 1,500	Erosion on basin berm and on slope from parking lot to stream
Erosion & Sedimentation Control Total:					\$ 12,935			\$ -			\$ 7,800			\$ 5,135	
STORMWATER MANAGEMENT															
Stormwater Basin #1 (excavation only)	CY	3325		\$ 6	\$ 19,950			\$ -			\$ -	3325		\$ 19,950	
Type M Top Unit	EA	1		\$ 680	\$ 680			\$ -	1		\$ 680			\$ -	
Standard Inlet Box	EA	1		\$ 2,100	\$ 2,100			\$ -	1		\$ 2,100			\$ -	
Flared End Section	EA	2		\$ 350	\$ 700			\$ -	2		\$ 700			\$ -	
15" HDPEP (includes excavation and backfill)	LF	91		\$ 80	\$ 7,280			\$ -	91		\$ 7,280			\$ -	
Type-D Head/Endwall	EA	2		\$ 2,650	\$ 5,300			\$ -	2		\$ 5,300			\$ -	
Outlet Structure	EA	1		\$ 5,000	\$ 5,000			\$ -	1		\$ 5,000			\$ -	
Subsurface Stormwater Facility (complete in place; includes stone, excavation, piping and outlet structure)	LS	1		\$ 20,000	\$ 20,000			\$ -	1		\$ 20,000			\$ -	
Vegetated Swales	LS	1		\$ 1,475	\$ 1,475			\$ -			\$ -	1		\$ 1,475	NAG S-75 matting was not installed on side slopes
Concrete Box Culvert	LS	1		\$ 50,000	\$ 50,000			\$ -			\$ -	1		\$ 50,000	Areas around culvert need cleaned up (on the upstream side of the culvert there is rip rap stone blocking streamwater from traveling in/through culvert)
Flared End Section	EA	2		\$ 2,000	\$ 4,000			\$ -	2		\$ 4,000			\$ -	
6" HDPE Pipe	LF	24		\$ 25	\$ 600			\$ -	24		\$ 600			\$ -	
Stormwater Management Total:					\$ 117,085			\$ -			\$ 45,660			\$ 71,425	
PAVING AND CONCRETE															
Concrete Curb, 18"	LF	165		\$ 40	\$ 6,600			\$ -	165		\$ 6,600			\$ -	
Sidewalk	SY	73		\$ 55	\$ 4,015			\$ -	73		\$ 4,015			\$ -	
Stone Subbase, 6" Depth	SY	980		\$ 9	\$ 8,820			\$ -	980		\$ 8,820			\$ -	
Superpave Asphalt, HMA Wearing (9.5mm, 1-1/2" depth)	SY	980		\$ 13	\$ 12,740			\$ -	980		\$ 12,740			\$ -	
Superpave Asphalt, HMA Binder (19mm, 4" depth)	SY	980		\$ 18	\$ 17,640			\$ -	980		\$ 17,640			\$ -	
Striping - 4" WL/YL	LF	412		\$ 0.5	\$ 206			\$ -	412		\$ 206			\$ -	
Handicap Symbol	EA	1		\$ 61	\$ 61			\$ -	1		\$ 61			\$ -	
Stopbar	LF	12		\$ 2	\$ 24			\$ -	12		\$ 24			\$ -	
Timber Trail Bridge	LS	1		\$ 15,000	\$ 15,000			\$ -	1		\$ 15,000			\$ -	
Walking Trail	SY	100		\$ 45	\$ 4,500			\$ -	100		\$ 4,500			\$ -	
Paving and Concrete Total:					\$ 69,606			\$ -			\$ 69,606			\$ -	

SUSQUEHANNA TOWNSHIP
FINANCIAL SECURITY (FS) ADJUSTMENT #1
Linglestown Road Site Office Building for 430 N. Front Street Associates, LLC.

INITIAL FS RECOMMENDATION DATE: 04/14/21
 PREVIOUS FS REDUCTION DATE: _____
 CURRENT FS REDUCTION DATE: 06/02/22

HRG NO.: R000242.0002 PH. 1235
 PLAN DATE: 11/04/19
 LAST PLAN REVISION DATE: 01/27/21



Description	Units	Standard Quantity	Dedicated Quantity	Unit Cost	Item Total	Financial Security Reduction						Financial Security Remaining After Reduction			Notes	
						Previous Quantity Reduced			Current Quantity Reduced			Remaining Quantity				
						Standard	Dedicated	Total (\$)	Standard	Dedicated	Total (\$)	Standard	Dedicated	Total (\$)		
MISCELLANEOUS																
Mobilization	LS	1		\$ 5,000	\$ 5,000			\$ -			\$ -	1		\$ 5,000	There is a lot of left over construction materials left onsite.	
Orange Construction Fence	LF	45		\$ 7	\$ 315			\$ -	45		\$ 315			\$ -		
Parking Lighting	EA	5		\$ 2,500	\$ 12,500			\$ -	5		\$ 12,500			\$ -		
Post-mounted Signs	EA	2		\$ 200	\$ 400			\$ -	2		\$ 400			\$ -		
Fire Hydrants	EA	1		\$ 2,750	\$ 2,750			\$ -	1		\$ 2,750			\$ -		
Deciduous Trees (2-1/2" - 3" Caliper)	EA	12		\$ 500	\$ 6,000			\$ -	12		\$ 6,000			\$ -		
Shrubs	EA	9		\$ 75	\$ 675			\$ -	9		\$ 675			\$ -		
Evergreen Trees	EA	6		\$ 600	\$ 3,600			\$ -	6		\$ 3,600			\$ -		
As-Built Plan	LS	1		\$ 2,000	\$ 2,000			\$ -			\$ -	1		\$ 2,000	Haven't received an As-Built Plan	
Dumpster Pad and Enclosure	LS	1		\$ 500	\$ 500			\$ -	1		\$ 500			\$ -		
Miscellaneous Total:					\$ 33,740			\$ -			\$ 26,740			\$ 7,000		
						Past FS Reductions			Current FS Reduction							
Note: All totals (item, sub, final, etc.) rounded to nearest dollar.						Sub-Total:	\$ 239,366			\$ -		\$ 155,806			\$ 83,560	Items Proposed for Dedication Total
Note: 10% of remaining balance						10% Contingency:	\$ 23,937	>>	>>	>>	>>	>>	>>	>>	\$ 8,356	No Items Proposed for Dedication
Note: For every year beyond the establishment of the initial financial security, the required amount of financial security will be increased by 10%.						10% Annual Increase:	>>	>>	>>	>>	>>	>>	Number of Years	1	\$ 9,192	15% for Post-Dedication Security
						Total:	\$ 263,303							\$ 101,108	N/A	

Capital Area Greenbelt Association (CAGA)
Post Office Box 15405
Harrisburg, PA 17105-5405
www.caga.org



May 19, 2022

Mr. David Pribulka, Township Manager
Susquehanna Township
1900 Linglestown Road
Harrisburg, PA 17110

RE: Greenbelt Paxtang Parkway Stream Restoration Project Phase 3
Funding Request

Dear David:

Thank you for recently meeting with Capital Area Greenbelt Association (CAGA) board members Scott Shepler and Diane Kripas regarding the Paxtang Parkway Stream Restoration Project Phase 3. I understand that you asked for a funding request that you will present to the Board of Commissioners on June 9, 2022.

The Township has been a steadfast supporter of the Greenbelt for over 20 years and with the new Fort Hunter connector, about 10 miles of the now 24-mile system is in the Township. Building new trail miles that connect local parks continues to be a top CAGA priority. Equally important is caring for the first Greenbelt miles envisioned over a century ago. The 1.2 mile-long Paxtang Parkway – both trail and stream – have been significantly impacted by stormwater and aging infrastructure. The stream channel in its current state is unstable, threatening the Greenbelt and mountain biking trails. Over the past eight years, CAGA has been leading the Parkway restoration and has successfully raised \$2.2 million of the estimated \$5 million in total project costs. CAGA raised the funds required for design and permitting of the entire Parkway stream restoration, which are currently in progress and is now seeking funds for Phase 3.

On June 24, 2022, CAGA will be submitting a funding request to the PA Department of Environmental Protection for an additional 2,000 feet of stream restoration including the heavily deteriorated Scottsdale Apartments sewer encasement. Most of the project area is in Susquehanna Township. The total project cost is estimated at \$1.23 million. CAGA's \$1,060,000 grant request requires a 15% local match which amounts to \$170,000. CAGA is raising the required match and has committed \$30,000 of its reserves for funding. **To help us reach our match needs, we are requesting a \$30,000 financial commitment from the Township.** CAGA is also submitting funding requests to local foundations and to the Dauphin County Commissioners. The City of Harrisburg provides annual funding of \$30,000- \$40,000 for maintenance of already restored areas. The City's 2022 funds are serving as a match for another state grant. For this application, we are seeking a letter of support from the Township with a "funding pledge" in the event the application is selected for funding. Funds won't be needed to support construction until later in 2023.

We have also initiated discussions with Capital Region Water on capturing the sediment reduction credits for the Paxton Watershed Collaborative Joint Pollution Reduction Plan. This could be another source of local funds.

We invite Township Commissioners and staff to **join us for a site visit on Tuesday, May 31, 2022, at 9 am**. Please feel free to forward the meeting invite to all who may be interested. Many thanks to the Township officials and staff for supporting the Greenbelt and this request. Please let us know if you have any further questions.

Sincerely,

A handwritten signature in cursive script that reads "Michael S. Shaull".

Michael Shaull, President
Capital Area Greenbelt Association

June 8, 2022

Mike Shaull, President
Capital Area Greenbelt Association
P.O. Box 15405
Harrisburg, PA 17105

Re: Susquehanna Township – Letter of Support for Paxtang Parkway Creek Restoration Project, Phase 3

Dear Mike:

On behalf of the Board of Commissioners of Susquehanna Township, I am pleased to offer this letter of support for the Capital Area Greenbelt Association's Paxtang Parkway Creek Restoration Project, Phase 3 DEP Growing Greener Grant Application. The Board recognizes that this project will prevent further property damage; protect public infrastructure and public safety; and reduce sediment loads and downstream impacts in the Spring Creek watershed and the Chesapeake Bay. This project will also restore Parkway Creek, a southcentral Pennsylvania regional high-priority stream identified by the Pennsylvania Department of Environmental Protection.

Thank you for this opportunity to support such a worthwhile project in Susquehanna Township. Please do not hesitate to contact me if you have any questions regarding this commitment.

Sincerely,
Susquehanna Township

Frank Lynch, President
Board of Commissioners

c: Correspondence file
MS4 Pollutant Reduction Plan file

Monuments



Side

Option A

Option B

Post & Panels



Option A

Option B

Option C

Customer / Location
Susquehanna Township Parks 2021_D04
 Multiple Park Entrances
 Doug Knauss

Job Number: Est 13773 Date: September 8, 2021
 Revision # / Date:
 Drawn By: mschultz@rpmsignsandlighting.com
 File: Susquehanna Township Parks 2021_D04

This proposal contains original design work which is covered by applicable copyright law and is the exclusive property of RPM Signs and Lighting. It is not to be used without the express permission of the owner. Unauthorized use, distribution and/or exhibition of these plans to anyone other than employees of said company, for the purpose of reviewing this proposal is unauthorized. In the event that such use or copyright infringement occurs RPM Signs and Lighting shall be reimbursed a minimum of one thousand (\$1,000.00) dollars.

CUSTOMER RESPONSE	
<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	APPROVED AS NOTED
<input type="checkbox"/>	REVISE & RESUBMIT

Please review all details to assure they are correct. Information on this page is used in the production process.
 Signed _____
 Date _____

.09 Alum Cabinet Face w/
Lighted Push Thrus

.080 Alum w/ Push Thrus

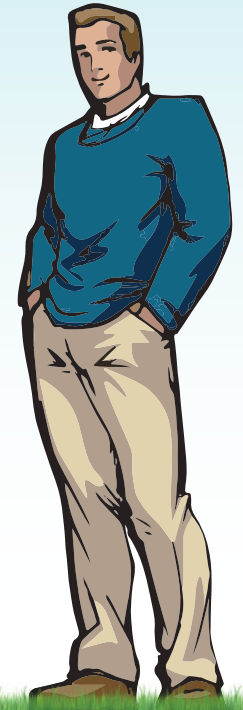
Channel Letters

Faux Stone Column



EMC

Reflective
Die Cut
Vinyl Letters



Customer / Location
Susquehanna Township Parks 2021_Monument_D02

Job Number: Est 00000 Date: June 6, 2022
 Revision # / Date: _____
 Drawn By: mschultz@rpmsignsandlighting.com
 File: Susquehanna Township Parks 2021_Monument_D02

This proposal contains original design work which is covered by applicable copyright law and is the exclusive property of RPM Signs and Lighting. It is not to be used without the express permission of the owner. Unauthorized use, distribution and/or exhibition of these plans to anyone other than employees of said company, for the purpose of reviewing this proposal is unauthorized. In the event that such use or copyright infringement occurs RPM Signs and Lighting shall be reimbursed a minimum of one thousand (\$1,000.00) dollars.

CUSTOMER RESPONSE

APPROVED
 APPROVED AS NOTED
 REVISE & RESUBMIT

Please review all details to assure they are correct. Information on this page is used in the production process.

Signed _____
 Date _____



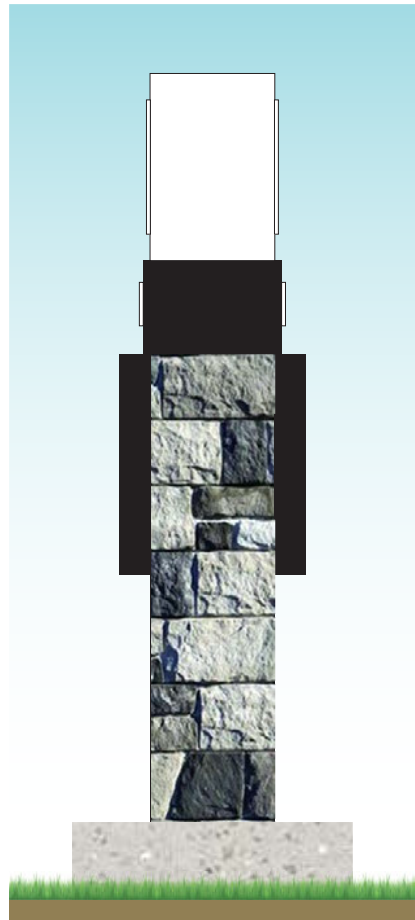
Customer / Location
Susquehanna Township Parks 2021_Monument_D02

Job Number: Est 00000 Date: June 6, 2022
 Revision # / Date: _____
 Drawn By: mschultz@rpmsignsandlighting.com
 File: Susquehanna Township Parks 2021_Monument_D02

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CUSTOMER RESPONSE
 APPROVED
 APPROVED AS NOTED
 REVISE & RESUBMIT

Please review all details to assure they are correct. Information on this page is used in the production process.
 Signed _____
 Date _____



Side



Proposed Monument

Current Monument

Customer / Location
Susquehanna Township Parks 2021_Monument_D02

Job Number: Est 00000 Date: June 6, 2022
 Revision # / Date: _____
 Drawn By: mschultz@rpmsignsandlighting.com
 File: Susquehanna Township Parks 2021_Monument_D02

This proposal contains original design work which is covered by applicable copyright law and is the exclusive property of RPM Signs and Lighting. It is not to be used without the express permission of the owner. Unauthorized use, distribution and/or exhibition of these plans to anyone other than employees of said company, for the purpose of reviewing this proposal is unauthorized. In the event that such use or copyright infringement occurs RPM Signs and Lighting shall be reimbursed a minimum of one thousand (\$1,000.00) dollars.

CUSTOMER RESPONSE

APPROVED

APPROVED AS NOTED

REVISE & RESUBMIT

Please review all details to assure they are correct. Information on this page is used in the production process.

Signed _____

Date _____



BOARD OF COMMISSIONERS
MIKE PRIES, *CHAIRMAN*
CHAD SAYLOR, *VICE CHAIRMAN*
GEORGE P. HARTWICK III, *SECRETARY*

CHIEF CLERK/CHIEF OF STAFF
J. SCOTT BURFORD

May 25, 2022

David Pribulka, Manager
Susquehanna Township
1900 Linglestown Rd.
Harrisburg, PA 17110

RE: Dauphin County Bridge Bundling Program, Municipal Round 2

Dear Mr. Pribulka:

As we are all aware, strong, sustainable infrastructure enables community and economic growth while protecting our residents and visitors. The Dauphin County Commissioners have prioritized investments in strong infrastructure, developing years ago a county Infrastructure Bank and Land Bank.

We also launched, in 2018, the Dauphin County Bridge Bundling Program, which leverages county bridge funds with other transportation funding sources to repair and replace bridges in need. The ambitious goal of this program is to have no structurally deficient bridges – county, township, borough, or city-owned in Dauphin County. All county-owned bridges are expected to be in good condition by the end of 2022.

The Bridge Bundling program has also assisted in repair of numerous municipal-owned bridges, and we are writing to make you aware of Round Two of the bundling program. We hope you consider collaborating with us on repairs or replacements of in-need spans in your municipality.

Attached is a packet that identifies the bridge or bridges in your municipality targeted for inclusion in the Dauphin County Bridge Bundling Program Municipal Round 2. The packet includes the details of the program, estimated planning costs, and a draft cost-sharing agreement.

A representative from Hebert, Rowland, and Grubic, Inc – Dauphin County's engineer – will be contacting you to review the packet and answer any question that you may have.

If your municipality is interested and committed to participating in the program, please have a duly authorized representative of your municipalities sign the packet, where indicated, and email or fax a copy of this memorandum, no later than June 30, 2022, to:

Mr. Brian D. Emberg P.E.
Mr. Dan Long, P.E.

Bemberg@hrg-in.com
Dlong@hrg-inc.com

717-564-1158 (FAX)
717-564-1158 (FAX)

Your Dauphin County Commissioners,

Mike Pries
Chairman

Chad Saylor
Vice Chairman

George P. Hartwick, III
Secretary

DAUPHIN COUNTY BRIDGE BUNDLING PROGRAM-MUNICIPAL ROUND 2

The Dauphin County Bridge Bundling Program leverages strong balances of county bridge funds with other transportation funding sources. The first round of this program was initiated in 2018 and all bridges in this round will be completed later this year. In total the first round of the program rehabilitated or replaced sixteen (16) County or Municipal owned bridges.

The goal of the program is to have no poor condition (formally structurally deficient) county, township, borough, or city-owned bridges in Dauphin County. With the conclusion of Round 1, there are eleven (11) remaining poor condition bridges in Dauphin County that are owned by municipalities. Dauphin County is prepared to collaborate on Round 2 of the program on the remaining bridges.

In your municipality, the following bridge has been targeted for inclusion in the Dauphin County Bridge Bundling Program Municipal Round 2:

Dauphin County Bridge Bundling Program Municipal Round 2					
Bridge Number	Municipality	Feature Carried	Feature Over	Project Type	Cost Estimate*
SQT-27	Susquehanna Township	Kohn Road	Paxton Creek	Superstructure Replacement	\$1,230,000

*Cost Estimate includes all project phases (Design, Utilities, Right-of-Way, and Construction) and includes a 30% contingency.

For the Municipal Round 2 of the program, Dauphin County will take the lead in:

- Determining interest and obtaining commitment from the municipalities that own the targeted structurally deficient bridges to participate in the program.
- Undertake pre-construction activities (i.e. design, right-of-way, utility)
- Bid and administer a single construction contract for all bridges in the bundle.

If the Township elects to participate in the program, it will be required to enter into an inter-municipal cost sharing agreement with the County, which will legally bind the County and the Township to the mutual promises and covenants of the program including but not limited to design requirements, cost sharing responsibility, payment procedures, audit requirements, contractor integrity provisions, etc. (A draft copy is attached for review)

A portion will be paid for in part with federal funds from the Infrastructure Investment and Jobs Act, also known as the “Bipartisan Infrastructure Law” (IIJA/BIL) and other funding assistance from Dauphin County. The County is proposing to equitably allocate, to the targeted poor condition bridges, a share of the \$2 million IIJA/BIL funds set aside for Dauphin County local bridges on the upcoming 2022-2026 TIP and for all costs not covered by federal aid a 60% County/40% City cost-sharing. For this project the following cost-sharing breakdown is proposed.

Phase	County (60% Non-Federal)	Township (40% Non-Federal)	Federal (IIJA/BIL thru HATS)	Total
Total	\$455,000	\$303,000	\$472,000	\$1,230,000
% of total	37%	25%	38%	

Note that these costs are planning level estimates and actual costs will be based on project costs as they are incurred. Also, the cost sharing presented above is based on all targeted municipalities participating in the program. If any elect not to participate, the federal share will be increased and a commensurate decrease in the County/Township share will be proportionately allocated for all municipalities who do elect to participate. The final planned cost distribution will be identified in the inter-municipal agreement.

For their cost responsibility, both Municipalities must identify their planned source of funding, which must be eligible to be used for the all the project phases (Design, Utilities, Right-of-Way, Construction) of a highway bridge project. The programs cash flow model plans for the County to front all of the pre-construction costs. Therefore, the Municipality's funds should be available at the start of the construction phase in 2025 per the schedule below.

As a potential source of the Township municipal share, the Dauphin County Infrastructure Bank (DCIB) will be an eligible source, if the Municipality meets the eligibility requirements of the DCIB Program. See DCIB Program Guidelines and FAQ at the following link:

https://www.dauphincounty.org/government/departments/community_and_economic_development/industrial_development_authority/infrastructure_bank.php).

Due to the federal funding, the general program schedule is as follows:

Dauphin County Bridge Bundling Program Municipal Round 2 Schedule		
1	Municipal coordination and commitment from the municipalities	May 2022 to June 2022
2	Inter-municipal agreements w/ participating municipalities	June 2022 to July 2022
3	Design Scoping and Agreement	July 2022 to September 2022
4	Preconstruction activities (Design, R/W, and Utilities)	October 2022 to September 2024
5	Bidding and Award	September 2024 to November 2024
6	Construction	January 2025 to October 2025

If your municipality is interested and committed to participating in the program, please have a duly authorized representative of both municipalities sign below and email or fax a copy of this memorandum the following no later than June 30, 2022.

Mr. Brian D. Emberg P.E. Bemberg@hrg-in.com
 Mr. Dan Long, P.E. Dlong@hrg-inc.com

717-564-1121 (Office)
 717-564-1158 (FAX)

Upon receipt of a commitment, a formal cost sharing agreement will then be prepared and sent to your municipality by the County's solicitor for execution.

I, the undersigned authorized representative of the municipality, certifies the commitment in principle to participate in Dauphin County Bridge Bundling Program-Municipal Round 2.

Municipality Name: _____

Signature: _____ Title: _____ Date: _____

Print Name: _____

P:\0002\000208_0003\Capital Improvement Program\2022 Bridge Bundle Round 2\2022-5-16 Bridge Bundle Round 2 Memorandum-ST.docx

Enclosure

**INTERMUNICIPAL COST SHARING AGREEMENT BETWEEN
[MUNICIPALITY] AND COUNTY OF DAUPHIN**

This Cost Sharing Agreement (this “Agreement”), dated _____, 2022, is by and between, [MUNICIPALITY] (“Municipality”), [DESCRIPTION] of the Commonwealth of Pennsylvania, with a principal office at [ADDRESS], and the COUNTY OF DAUPHIN (the “County”), a third class county of the Commonwealth of Pennsylvania, with a principal office at Dauphin County Administration Building, 2 South Second Street, 4th Floor, Harrisburg, Pennsylvania 17101 (together, the “Parties”).

WITNESSETH:

WHEREAS, the County is undertaking a comprehensive program aimed at repairing county, township, borough, or city-owned bridges within the County that are in poor condition; and

WHEREAS, the County desires to fix the poor condition bridges in the County through the “Dauphin County Bridge Bundling Program” (hereinafter, the “Program”), a program through which the County intends to bid out bridge repairs in groups of contracts with the anticipation of achieving economic saving based on economies of scale; and

WHEREAS, the County provided Municipality with an overview and description of the Program by written memorandum dated [INSERT DATE]; and

WHEREAS, the County has offered to each municipality within the County the opportunity to participate in the Program with the understanding that the County would pay for sixty percent (60%) of the cost of the necessary bridge repairs and the municipality would be responsible for forty percent (40%) of the cost of the necessary bridge repairs not covered by Federal Funding; and

WHEREAS, the County and Municipality have determined that [NAME OF BRIDGE] is in need of repairs, the estimated cost of which are listed on Exhibit A attached hereto; and

WHEREAS, Municipality has submitted an application dated [INSERT DATE] to participate in the Program, which application has been accepted and approved by the County; and

WHEREAS, the County and Municipality agree that [NAME OF BRIDGE] should be one of the several bridges included in the Dauphin County Bridge Bundling Program (the other bridges in the Program are hereinafter referred to as the “Other Dauphin County Bridges”).

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

Incorporation of Recitals: The foregoing recitals are incorporated by reference as if fully set forth herein.

Scope of Project: The County and Municipality agree that [NAME OF BRIDGE] requires [DESCRIPTION OF REPAIRS] (the “Project”) and agree to share in the actual costs associated with the Project, with the County being responsible for sixty percent (60%) of the actual costs incurred in the Project and Municipality being responsible for forty percent (40%) of the actual cost incurred in the Project not covered by Federal Funding. The costs to be shared between the Parties include all phases of the Project, including, without limitation, design, utilities, right-of-way, and construction. The Parties

acknowledge that the County’s engineer, Herbert, Rowland, & Grubic, Inc., has prepared a cost estimate, but that the Parties will only be required to share in the actual costs incurred in the Project.

The County’s Responsibilities: The County shall be responsible for handling all pre-construction activities, including but not limited to design, right of way, and utilities. The County will further be responsible for bidding and administering groups of construction contracts for all of the bridges included in the Program, one of which is [NAME OF BRIDGE]. Such bidding and contracting process shall comply with all procurement laws and regulations applicable to counties in projects such as this.

The County further agrees to provide Municipality with the following pre-construction deliverables for Municipality’s review, input, and approval:

- a. Roadway Line & Grade Plan and Cost Estimate;
- b. Bridge Type Size and Location Plan and Cost Estimate;
- c. Permits;
- d. Utility Agreements (if required);
- e. Right-of-Way Plan (if required);
- f. Final Plan, Specifications, and Estimate

Municipality’s Responsibilities:

Funding Sources: Municipality shall be responsible for identifying its source(s) of funding for its share of the cost of the Project before pre-construction activities begin and under no circumstances later than thirty (30) days from the execution of this Agreement. Municipality’s funds shall be available for the Project by [INSERT DATE].

Approval of Expenses: Municipality will be provided with actual proposals, appraisals, bids, change orders (if necessary), and other documents reflecting the actual costs to be incurred for the Project. The Municipality hereby approve all expenses that are equal to or less than the planning level cost estimates as follows. The Municipality is required to provide written approval of any expense greater than the planning level cost estimates or increases to planning level costs estimates, within 30-days of receipt of the actual update estimate, proposals, appraisals, bids, change orders that increase the cost of the project greater than 10%.

PLANNING LEVEL COST ESTIMATES				
Phase	Municipal Share	County Share	Federal Share	Total
Preliminary Engineering, Environmental Clearance and Final Design				
Utilities				
Right-of-Way				
Construction				
Total				

Approval of Final Plan Specifications: Municipality shall provide written approval of the Final Plans, Specifications, and Estimate before the plans are sent out for bid, which approval shall not be unreasonably withheld.

Bidding: Municipality acknowledges that the County is responsible for bidding the Program's Projects, and Municipality hereby authorizes the County to award of the contract to the responsible low bidder. Municipality also hereby authorizes the County to be the contracting entity with the bidder that is selected.

Liability for Re-Bidding Costs:

In the event that the Project and/or Program must be rebid, as a result of Municipality's refusal to approve the bidder selected by the County or because Municipality withdraws from the Project and Program for any other reason after having given written approval of the Final Site Plans, Specifications, and Estimate, Municipality acknowledges that the Project and possibly the entire Program may have to be rebid, either scenario resulting in added cost and expense to the County and the other participants in the Program.

If any rebidding is required because of Municipality's conduct described in the foregoing paragraph, Municipality agrees to pay the County (1) the cost of re-bidding the Program with [NAME OF BRIDGE] excluded and (2) the net cost different between the original bid and the subsequent bid for the construction, maintenance, and/or repairs to the Other Dauphin County Bridges. Municipality also agrees to pay the cost of re-bidding the Project, if the Parties later decide to rebid the Project outside of the Program.

Project Cash Flow Model: The County and Municipality will share in the costs of the Project as set for the above. However, the County will use a portion of its share to fund all pre-construction costs, with the balance going toward construction costs. Municipality's share of the costs will be applied to the balance of construction phase costs and, therefore, not need to be available before [INSERT DATE]. Beginning [INSERT DATE], the County will submit an initial invoice to the Municipality for the Municipality's share of the pre-construction costs incurred by the County prior to this date. Subsequent to this date, the County will submit invoices to the Municipality for the Municipality's share of Project related costs as they are received for approval and payment by the Municipality. Payments will be due and payable in full on receipt of an invoice by Municipality without retainage, payment will not be contingent upon receipt of funds from third parties or should not be held as an offset to any alleged dispute. If invoice is not paid in full within 30 days of the date of the invoice, the County reserves the right to pursue all remedies, including stopping work on three (3) days' prior written notice without recourse. If at any time an invoice remains unpaid for a period in excess of 30 days, interest of the rate of 1.5% per month will be charged on past-due accounts. Timely payment of invoices is a condition of this agreement. Failure to make payments in full within the time limits stated above will be considered substantial noncompliance with the terms of this Agreement and will be cause for termination of the Agreement if the County so chooses.

Use of Eminent Domain: The County and Municipality commit to the use of eminent domain, if necessary, which shall be implemented only as a last resort to secure the requisite right-of-way and/or easements.

Term: Except as otherwise set forth herein, this Agreement shall be effective as of the date of the full execution of this Agreement and shall continue to be in force until the completion of the Project unless revoked or otherwise terminated in accordance with this Agreement. The term of this Agreement shall be extended to cover any additional time-period during which there is a dispute regarding the Parties rights and obligations under this Agreement.

Risk Allocation / Force Majeure: Neither party to this Agreement assumes a risk of any event, foreseeable or unforeseeable and beyond the reasonable control of either party, that has a material effect upon the performance of the subject matter of this Agreement, including but not limited to fire, flood, natural disaster, strike of its personnel, war, insurrection, riot, the declaration of a state or national emergency, acts of civil or military authorities, acts of God or the public enemy, acts of terrorism, epidemic, pandemic, or any other event, like or unlike these events, that renders performance impracticable. Upon such an event the County may, in its sole discretion, suspend, cancel or terminate this Agreement in whole or in part at any time, without payment to Municipality. This provision supersedes any provision herein to the contrary. Additionally, the Parties agree that upon such an event each will continue to be responsible for its respective share of any Project costs incurred up until that time and any cost incurred as a result of such an event, including but not limited to clean up and repair.

Default: Any breach of performance of any term, provision or condition of this Agreement shall constitute a default under this Agreement.

Independent Entities: Each party to this Agreement shall be responsible for its individual contribution and no party shall be responsible for the contribution of any other party hereto. Notwithstanding anything contained herein, each of the parties hereto are and shall remain independent contractors and this Agreement shall not create any employment, agency, partnership, or joint venture relationship, and, no party hereto may incur debts or financial obligations in the name of any other party hereto.

Performed According to Law: All activities performed by and party hereunder shall be performed in accordance with all applicable statutes and ordinances and in conformity with law. By execution hereof, the undersigned indicate that they have followed all necessary procedures, laws, and rules for binding the entity with which they are identified in this Agreement.

Situs: This Agreement shall be construed and governed pursuant to the laws of the Commonwealth of Pennsylvania pursuant to the execution of this agreement in said jurisdiction. Any choice of laws issues shall be deemed to utilize the choice of laws rules of the Commonwealth of Pennsylvania. Any dispute arising from this Agreement shall be heard in the Court of Common Pleas of Dauphin County.

Severability: All agreements, provisions and covenants contained in this Agreement are severable, and in the event any of them are held to be invalid by any competent court, this Agreement will be interpreted as if the invalid agreements, provisions or covenants were not contained in this Agreement.

Integration: This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and cancels, supersedes and terminates all prior agreements, contracts, understandings, negotiations, and other arrangements between the parties whether written or oral or partly written and partly oral.

Amendment/Waiver: Any alterations, variations, modifications, amendments, waivers or additional provisions to this Agreement will be valid only when reduced to writing, duly signed by all parties, and attached hereto. No oral amendment or waiver shall be effective, and this provision may not be orally amended or waived. The parties hereto further agree that any particular course of performance may not be used by any trier-of-fact to imply or infer a modification of this Agreement.

Strict Enforcement: The delay or failure of the Counties to strictly enforce any provision of this Agreement will not bar the Counties from any subsequent enforcement of any right, remedy or legal cause of action.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have caused this Agreement to be duly executed on their behalf by their authorized officers and applicably attested, all as of the day and year first above written.

ATTEST:

COUNTY OF DAUPHIN

By: _____
Scott Burford
Chief Clerk/Chief of Staff

By: _____
Mike Pries
Chairman

(SEAL)

By: _____
Chad Saylor
Commissioner

By: _____
George P. Hartwick, III
Commissioner

ATTEST:

[MUNICIPALITY]

By: _____
Name:
Title:

By: _____

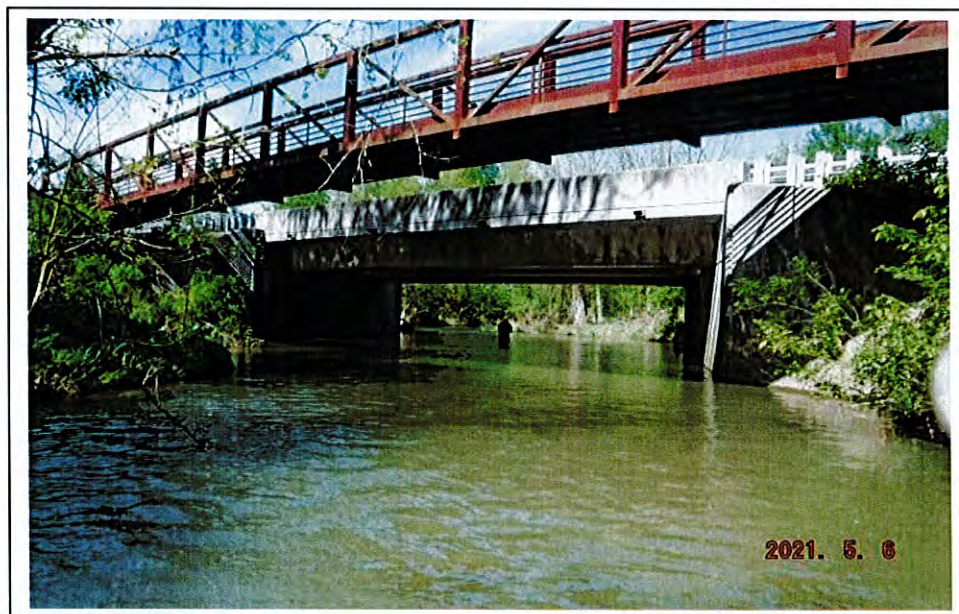
(SEAL)

By: _____

By: _____

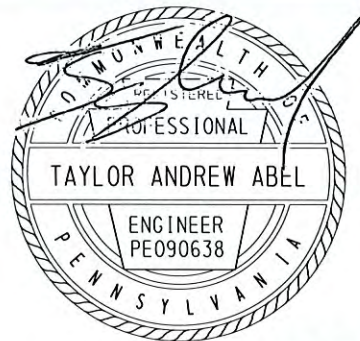
2021
 PERIODIC (ROUTINE) BRIDGE INSPECTION REPORT
 SUSQUEHANNA TOWNSHIP BRIDGE SQT-27
 T-431 KOHN ROAD OVER PAXTON CREEK
 SUSQUEHANNA TOWNSHIP
 DAUPHIN COUNTY, PENNSYLVANIA
 STRUCTURE ID NO. 22 7101 0431 4027
 CATEGORY: A1 BRKEY: 14631

SCOUR CRITICAL (CATEGORY B)



Inspected: May 6, 2021
 for
 Dauphin County Board of Commissioners
 by Herbert, Rowland & Grubic, Inc.
 Harrisburg, Pennsylvania

Inspected by:
 Robert M. Gray, C.B.S.I.
 Tucker J. Corl E.I.T., C.B.S.I.



06/10/2021



Previously Inspected: May 28, 2019

This document is the property of Susquehanna Township. The data and information contained herein are part of a structure safety inspection study. This safety study is only provided to those official agencies or persons who have responsibility in the highway transportation system and may only be used by such agencies or persons for safety-related planning or research. The document and information are not public pursuant to 65 P.S. §67.101 et seq. and 23 U.S.C. §409 and may not be published, released or disclosed without the written permission of Susquehanna Township.

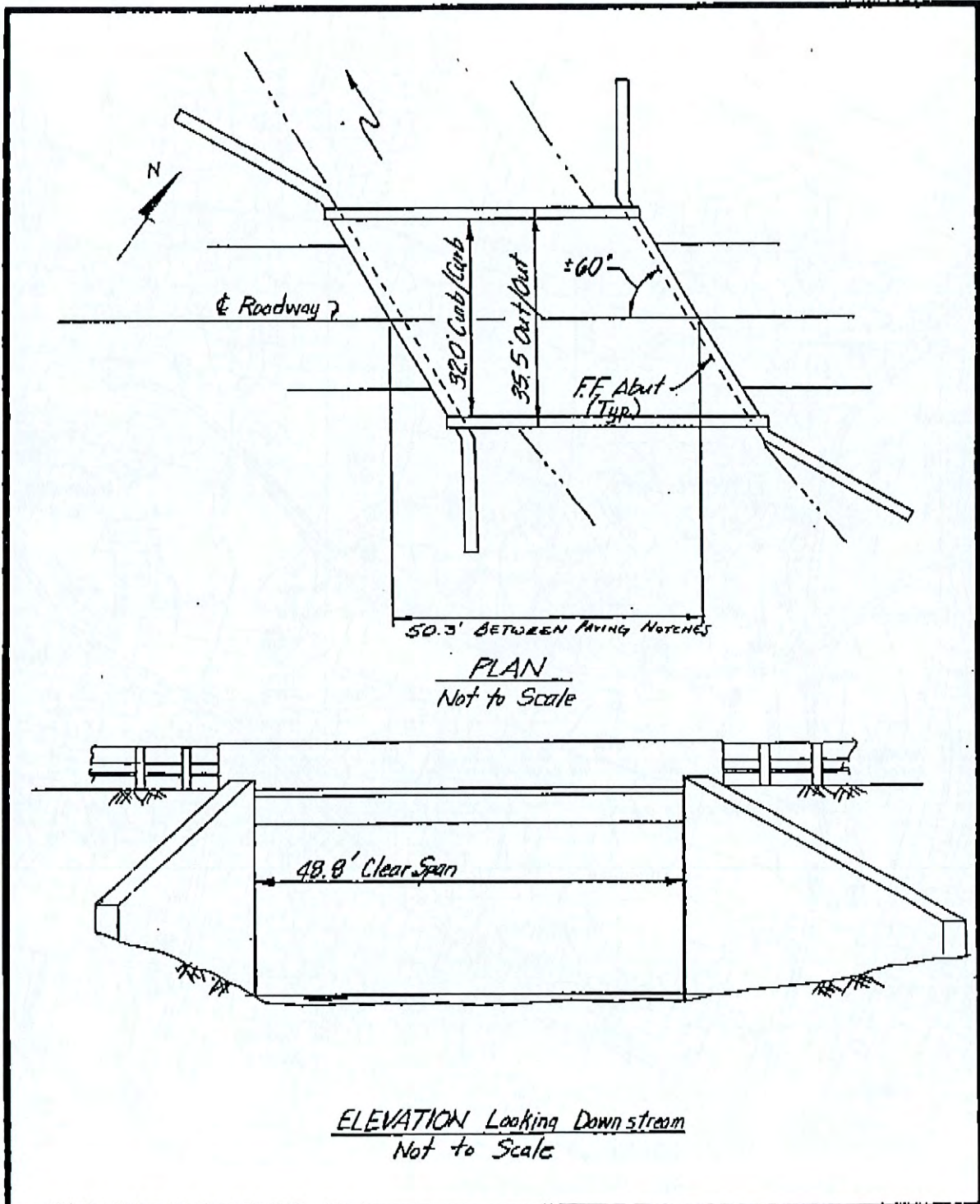
TABLE OF CONTENTS

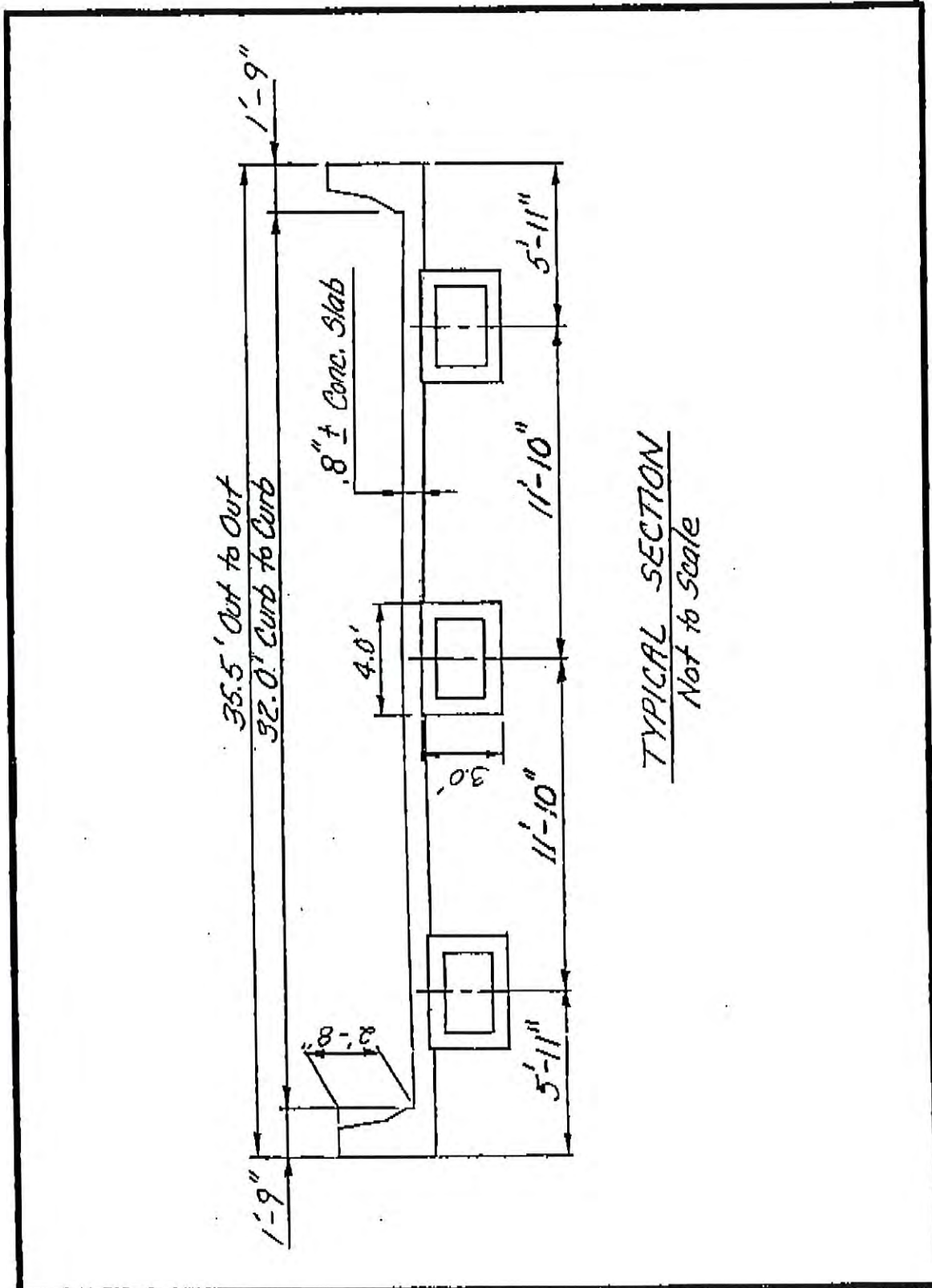
	<u>PAGE NO.</u>
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PLAN AND ELEVATION	2
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SUSQUEHANNA TOWNSHIP BRIDGE SQT-27

LOCATION MAP





GENERAL DESCRIPTION

STRUCTURE TYPE:Prestressed Spread Box Beam

YEAR BUILT:1987

SPAN(S):50.0' c/c brgs.

SKEW:60 Deg.

DECK TYPE:Concrete

ABUTMENT TYPE:Concrete

PIER TYPE:N/A

HORIZONTAL CLEARANCE CURB TO CURB:32.0'

VERTICAL CLEARANCE:Unlimited

UNDERCLEARANCE:10.2'

APPROACH PAVEMENT WIDTH:24.0'

APPROACH ROADWAY WIDTH W/SHOULDERS:32.0'

POSTED WEIGHT LIMIT:N/A

ESTIMATED AVERAGE DAILY TRAFFIC450 (2021)

SUMMARY OF FINDINGS

Signing Notes

There are no bridge related signs present or required for this bridge at this time.

Approach Alignment

There is a slight rise and curve at the near approach. The far approach is tangent with a curve approximately 500 feet from bridge.

Traffic Safety Features

Current Rating:

5	5	6	6
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Prior Rating:

6	8	8	8
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Bridge Railing: The concrete barrier is in good condition and is 2'-8" above the roadway. In both barriers there are several hairline cracks that run up the front face across the top and down the back face, all appear to be located within the vicinity of the curb drains. Some cracks contain efflorescence. There is also other random minor hairline cracking in both barriers, as well as minor scaling with exposed aggregate throughout (see photo 21). Small 6" diameter spall at near right top (see photo 20).

Transition: The transition (first 25 feet off of bridge) at all four corners, not in accordance with current standards. Transitions are gradually stiffened, have wood offset brackets and rubrail. At the transitions, there are several rotated wood offset brackets. There is a split wood offset bracket and one missing wood offset bracket at the near left (see photo 12). Slight damage at near right.

Guiderail: The guiderail is type 2-S and has 6'-3" post spacing with wood spacers. The near left and far right are 12.5' long, the near right is 50' long, and the far left is 37.5' long. All are in good condition.

Approach Rail Ends: The near left and right and far right have impact attenuators that are not to current standard. The far left radiuses at a driveway with a terminal end treatment. All appear to be in good condition.

Approach Roadway

Current Cond. Rating:

7

Prior Cond. Rating:

7

Pavement: Asphalt.

- In good condition with some minor wear. Transverse joint crack at near.

Drainage: There are inlets on both sides on the far approach. Both are open and working.

Shoulders: Asphalt shoulders with concrete curb on both sides.

- Shoulders appear to be in good condition with some minor wear.
- At both left corners there was excessive erosion behind the concrete curbs which has been remediated with R-Rock.

Wearing surface

Current Cond. Rating:

6

 Prior Cond. Rating:

7

Integral concrete wearing surface in satisfactory condition with minor wear in the wheel paths, which are worn smooth. Exposed aggregate noted throughout.

Deck

Current Cond. Rating:

6

 Prior Cond. Rating:

6

Top: Concrete

- The concrete is worn smooth in the wheel lines.
- Exposed aggregate is typical throughout.
- At the near end along the centerline of roadway there are longitudinal, diagonal and transverse hairline cracks.
- At the near left corner there are three diagonal hairline cracks approximately 2' in length.
- At far right corner there are six hairline diagonal cracks, varying in length from 6" to 3'.
- There is also other random hairline map cracking typical throughout.
- Both deck ends have minor spalling and the seals have failed.

Underside: Not visible due to SIP forms.

- Forms are in generally good condition with some minor rust staining on the forms along beam 1.
- The overhangs are in good condition, with some minor transverse hairline cracks at the curb drains, with efflorescence and active water staining.
- At the barrier joints there are minor transverse hairline cracks with efflorescence and water staining. Some cracks run the whole width of the overhang.

Deck Drainage: There are 4 curb drains on each side. All appear open and functional.

Expansion Joints: None

Superstructure

Current Cond. Rating:

4

 Prior Cond. Rating:

5

Girders/Beams: Three 48 x 36 P/S concrete spread box beams.

- Longitudinal and transverse cracking is noted on the beams (see photos 33-36). Reference sketch for further details.
- The rating was reduced to a 4 (poor condition) due to the additional cracking on the webs (signs of additional distress).

Diaphragm: Concrete end diaphragms.

- There is minor efflorescence at the far end in both bays as well as in bay one at the near end.

Bearings: Not Visible.

Drainage System: None.

Substructure

Current Cond. Rating:

6

 Prior Cond. Rating:

6

Near Abutment:**Backwall:** None.**Bridge Seat:** In good condition.**Cheekwalls:** Both have some minor staining.**Stem:** Concrete

- There is a full height hairline crack under Beam 3 and under both Bays (see photo 43). The crack in Bay 2 has minor efflorescence at the bottom.
- Very minor honeycombing throughout.
- Scaling and water staining are evident at the flow line.
- Water at seat areas showing joint leakage.

Wings: Flared concrete.

- In good condition
- There is vegetation at the tops and ends of the wings.
- Minor Honeycombing is typical on both wings.
- Minor scaling to the downstream wing near the flow line.
- There is some minor erosion behind the right wing.

Footing: Not visible. Grout bag exposed at left. No undermine.**Scour/Undermine:** There are grout filled bags as scour protection along the entire length of the abutment and it is covered in silt, however partially exposed at the downstream half. Minor scour observed up to 0.5' (2.5' water depth) at the upstream half.**Settlement:** None.**Embank-Slope-Wall:** Gabion baskets at both wings. Covered in vegetation.**Wall Drainage:** There are 3 weepholes in abutment and 1 weep hole in each wing. All are submerged.**Far Abutment:****Backwall:** None.**Bridge Seat:** In good condition, with some minor staining at the corners near the cheekwalls.**Cheekwalls:** The cheekwalls are in good condition, with some staining.**Stem:** Concrete

- There is a full height hairline crack under Beam 3 and under both Bays, with efflorescence at Bay 2 crack (see photo 41).
- There is a partial height hairline crack under Bay 1, approximately 2' in height (see photo 32).
- Scaling and water staining noted at the flow line.

Wings: Flared Concrete

- In good condition.
- There is vegetation at the tops and ends of the wings.
- Minor Honeycombing is typical on both wings.
- Scaling on both wings near the flow line.

Footing: Not Visible. Grout bags exposed full length. No undermining.

Scour/Undermine: There are grout filled bags as scour protection along the entire length of the abutment. The grout filled bags are exposed full length. Minor scour observed up to 0.5' (2.5' water depth) at the upstream and downstream ends of the abutment.

Settlement: None.

Embank-Slope-Wall:

- At right upstream there are moderate slopes with heavy vegetation covering the bank. At the abutment there is a gabion mattress submerged in front of the right wing.
- At left downstream there is little to no slope with heavy vegetation.

Wall Drainage: There are 3 weepholes, all are submerged. There is 1 weep hole in both wings, both appear functional.

Channel

Current Cond. Rating:

5

Prior Cond. Rating:

5

Channel: Flows right to left. Scour through structure at mid span and at the near and far abutments. No undermine of abutments.

Banks: The banks are well vegetated. The banks are all cut with exposed roots and some undercutting. This occurs for 50 feet upstream and 25 feet downstream.

Streambed Movements: None.

Debris, Vegetation: None.

River Control Devices: None.

Embankment/Streambed Controls: There is a gabion mattress in front of the near left and right wings along with the far right wing, covered in vegetation.

Drift, Other: None.

LOAD RATING SUMMARY

	Vehicle Rating (Tons)			
	H 20 (20)	HS 20 (36)	ML 80 (37.7)	TK 527 (40)
Inventory	27	35	31	34
Operating	46	58	52	58
Safe Load Capacity	46	52	47	52

Interior P/S Concrete Spread Box Beam (Shear)

(Controlling Member)

Load Posting Review:

A load rating analysis was requested and approved due to additional cracking in the webs and bottom flange noted during the 2021 inspection. The analysis was performed utilizing PennDOT's LFD Prestressed Concrete Girder Design and Rating Program (PS3) v.3.6.0.3. Furthermore, the analysis neglected several prestressing strands to account for additional longitudinal cracking in the middle 2/3 span of the beams. Based on revisions to PennDOT Publication 238 by S.O.L. 495-13-08 the safe load capacity of the bridge was required to be calculated since the superstructure had a condition rating of 4. Therefore, as part of this analysis the safe load capacity was recalculated and the results of the safe load capacity are displayed in the table above. Based on these results, it is not recommended that the bridge be posted for weight restriction.

RECOMMENDATIONS

<u>Maintenance Item</u>	<u>Estimated Cost</u>	<u>Priority Code</u>
1. Reinf. Conc./ Prestressed Conc. - Stringer 3 EA <i>Repair cracked beams</i>	\$12,000 per EA \$36,000	3
2. Deck Joints - Reseal 74 LF <i>Reseal deck joints at both near and far notches to prevent water seepage to beams, seat, and abutments</i>	\$20 per LF \$1,480	3
3. Scour Control – Scour Hole (Backfill) 4 CY <i>Backfill scour holes at the near and far abutments.</i>	\$70 per CY \$280	3
4. Deck – Concrete Curb/Parapet 1 SY <i>Patch spall on near right barrier.</i>	\$510 per SY \$510	4
5. Scour Control – Vegetation/Debris (Remove) 4 CY <i>Remove vegetation around wings.</i>	\$150 per CY \$600	4
6. Approach Roadway – Guide Rail 4 EA <i>Repair/replace broken, missing, or rotated offset brackets.</i>	\$2,000 per EA \$8,000	3

Total Cost of All Maintenance Items: \$36,870

Maintenance Priority Codes:

<u>Coding</u>	<u>Short Definition</u>	<u>Action Timeframe</u>
0	CRITICAL	Immediate response required (within 7 days)
1	HIGH PRIORITY	Schedule work as soon as possible (within 6 months)
2	PRIORITY	Adjust work plan (re-prioritize schedule)
3	SCHEDULE	Add to scheduled work (Add to schedule)
4	PROGRAM	Add to programmed work (when funds are avail)
5	ROUTINE	As per existing maintenance sch. (w/in next work cycle)

CONCLUSIONS

The bridge is in poor condition overall. New hairline cracks in beams were detected during this inspection. As a result, the superstructure condition rating was reduced from fair (5) to poor (4) and the load ratings were updated. The updated load ratings do not warrant a weight restriction at this time, however the cracking should be closely monitored in future inspections. Prior to the 2017 Inspection, grout bags were placed at both abutments to help mitigate scour. Scour is still present along both abutments. This should also be addressed in the near future to prevent further scour. The other recommended maintenance items outlined in this report should be implemented in a timely manner to abate further deterioration and to improve vehicular safety.

Despite no weight limit restriction, HRG has received approval from PennDOT District 8 to reduce the superstructure inspection to a 12 month cycle to closely monitor the cracking the beams. Therefore, an interim superstructure inspection should be performed in 12 months by a Certified Bridge Safety Inspector.

CONTENTS

The following is a list of the contents of the report. The report is divided into two main parts: the first part is the description of the project and the second part is the results of the project. The first part is divided into two sections: the first section is the description of the project and the second section is the description of the methodology. The second part is divided into two sections: the first section is the results of the project and the second section is the conclusions of the project.

APPENDIX