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Susquehanna Township Board of Commissioners Workshop Agenda June 23, 2022 Holtzman Elementary School Gymnasium <u>6:30 p.m.</u>

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE
- D. PETITIONS, COMPLAINTS, SUGGESTIONS FROM CITIZENS
- E. APPROVAL OF MINUTES1. June 9, 2022 Board of Commissioners Regular Meeting

F. RECOGNITIONS AND PRESENTATIONS

1. PROCLAMATION – PARKS AND RECREATION MONTH AND PARKS AND RECREATION PROFESSIONALS DAY

Doug Knauss, Director of Parks & Recreation

Narrative

Provided with the agenda is a copy of a proclamation designating the month of July as Parks and Recreation Month and Friday, July 15th as Parks and Recreation Professionals Day. This year's theme is "We Rise Up for Parks and Recreation!" and emphasizes how communities are made stronger, more vibrant, and resilient because of parks and recreation. Additionally, the proclamation designates July 15th as Parks and Recreation Professionals Day, expressing appreciation to the staff and volunteers who dedicate their time and energy to making parks and recreation programs a success.

Staff recommendation: That the Board of Commissioners adopt the proclamation designating the month of July as Parks and Recreation Month, and July 15th as Parks and Recreation Professionals Day.

G. TRAFFIC STUDY REQUESTS

1. TRAFFIC STUDY RESULTS – 25TH AND GEORGE STREETS *Rob Martin, Director of Public Safety*

Narrative

Provided with the agenda is a memorandum from Public Safety Director Martin summarizing his recommendation from the traffic study conducted in the vicinity of 25th and George Streets. The recommendation is to install "25 MPH" speed limit signage between Locust Lane and Clayton Avenue. This item is for information only and no action is requested of the Board at this time.

Staff Recommendation: That the Board of Commissioners receive the traffic study results.

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

1. <u>ORDINANCE 22-4</u> A PUBLIC HEARING AND ACTION ON AN ORDINANCE OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA ESTABLISHING TRUCK TRAFFIC RESTRICTIONS ON MONTROSE STREET.

Rob Martin, Director of Public Safety

Narrative

Provided with the agenda is a copy of the ordinance advertised for public hearing establishing a prohibition on trucks with three or more axles on Montrose Street, excepting local deliveries. The street was studied by the Township Engineer and determined to meet warrants based on conditions observed in the field, including a narrow cartway and limited turning radii. Also provided with the agenda is a summary of the study completed by HRG, Inc. at the request of the Township. Staff is recommending adoption of the ordinance replacing the "Weight Limit 5 Tons" restriction with a prohibition on three or more axle trucks on Montrose Street.

Staff Recommendation: That the Board of Commissioners adopt the ordinance establishing truck traffic restrictions on Montrose Street.

2. <u>RESOLUTION 2022-R-16</u> A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA AUTHORIZING THE PRESIDENT AND SECRETARY TO EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT FOR THE PREPARATION OF AN INTERMUNICIPAL AGREEMENT WITH CAPITAL REGION WATER. David Pribulka, Township Manager

Narrative

Provided with the agenda is a copy of a resolution authorizing the Township Secretary and Board President to execute an intergovernmental cooperation agreement to develop an intergovernmental agreement with Capital Region Water (CRW) for the acceptance and treatment of sanitary sewer. The agreement includes the Townships and Authorities of Lower Paxton, Susquehanna, and Swatara; as well as the Boroughs of Paxtang, Steelton, and Penbrook. The purpose of the agreement would be to authorize a rate study and negotiate a revised agreement with CRW. Appended to the resolution is the agreement language, as well as the proportional cost share. The Authority has approved its participation at its June 7th meeting. The Township would not have any cost obligation for the study, as it solely pertains to the conveyance and treatment of sanitary sewer.

Staff recommendation: That the Board of Commissioners adopt the resolution authorizing the President and Secretary to execute an intergovernmental cooperation agreement for the preparation of an intermunicipal agreement with Capital Region Water.

3. <u>RESOLUTON 2022-R-17</u> A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA AUTHORIZING THE TOWNSHIP MANAGER TO SUBMIT A TRAFFIC SIGNAL MAINTENANCE AGREEMENT TO THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION.

Nathan Bragunier, Director of Public Works

Narrative

Provided with the agenda is a copy of a resolution authorizing the Township Manager to execute a Traffic Signal Maintenance Agreement (TSMA) with PennDOT. It is the responsibility of the municipality to maintain all traffic signals within its jurisdiction, regardless of whether the signals are on local or state roads. Recently, PennDOT has required municipal partners to enter into a TSMA to establish proper maintenance and timing standards for signalized intersections. A TSMA is also a prerequisite of eligibility for financial assistance from the Motor License Fund to replace, synchronize, time, operate, maintain traffic signals.

Staff recommendation: That the Board of Commissioners adopt the resolution authorizing the Township Manager to submit a Traffic Signal Maintenance Agreement to the Pennsylvania Department of Transportation.

4. <u>RESOLUTION 2022-R-18</u> A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA CLOSING THE "INDIAN WHEELS" PROGRAM AND EXPRESSING APPRECIATION TO THE NUMEROUS VOLUNTEERS AND DONORS WHO MADE THE PROGRAM A SUCCESS.

Narrative

The Indian Wheels Program was established in 1987, with the sole purpose of transporting residents aged sixty and older to medical appointments, grocery stores, hair salons, nursing home visits, community centers, shopping malls, and other destinations. Over the decades, the program has been supported by countless volunteers and donors, devoting their time and money to fund the transportation needs of the program and ensure its success. Regrettably, a reduced demand and staffing problems have made the program unsustainable, and the Board of Commissioners has made the difficult decision to close the program after more than 35 years of service to the community. The resolution provided with the agenda will shutter the program and authorize the Township Manager and Finance Director to close the account. Staff will work with the Indian Wheels volunteers still involved with the program to develop a recommendation for the Board to consider on the disposition of the funds.

Staff recommendation: That the Board of Commissioners adopt the resolution closing the "Indian Wheels" Program and expressing appreciation to the numerous volunteers and donors who made the program a success.

5. <u>RESOLUTION 2022-R-19</u> A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA AUTHORIZING THE PRESIDENT AND SECRETARY TO EXECUTE AN INTERMUNICIPAL COST SHARING AGREEMENT WITH DAUPHIN COUNTY FOR THE DAUPHIN COUNTY BRIDGE BUNDLING PROGRAM, MUNICIPAL ROUND 2 TO REPLACE THE SUPERSTRUCTURE OF THE KOHN ROAD BRIDGE (T-431) David Bribulka, Township Managar

David Pribulka, Township Manager

Narrative

During the Regular Meeting on June 9th, the Board of Commissioners discussed the announcement of the Dauphin County Bridge Bundling Program, Municipal Round 2. As the Board may recall, HRG, Inc. completed an inspection of municipal bridges within Dauphin County's jurisdiction and found one bridge to be in poor condition in Susquehanna Township: The Kohn Road Bridge over Paxton Creek. Provided with the agenda is a resolution authorizing the President and Manager to execute a cost-sharing agreement with Dauphin County for the Kohn Road Bridge Superstructure Replacement Project. If approved, the Township's local share would be \$303,000, and presented as match for county (\$455,000) and federal (\$472,000) funding to finance the \$1,230,000 cost of the superstructure replacement. The Township's local match would need to be appropriated in the 2025 Operating Budget. Also provided with the agenda is a memorandum from Dan Long, P.E. of HRG, Inc. summarizing the inspection report and recommended course of action.

Staff recommendation: That the Board of Commissioners adopt the resolution authorizing the President and Secretary to execute an intermunicipal cost sharing agreement for the Dauphin County Bridge Bundling Program, Municipal Round 2 to replace the superstructure of the Kohn Road Bridge.

6. A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA ESTABLISHING A COMMITTEE OF THE BOARD OF COMMISSIONERS TO CARRY OUT THE REAPPORTIONMENT OF THE MUNICIPAL WARDS IN ACCORDANCE WITH TITLE 53 PA.C.S. CH. 9 OF THE CONSOLIDATED STATUES OF THE COMMONWEALTH OF PENNSYLVANIA.

Frank Lynch, President, Board of Commissioners

Narrative

With the conclusion of the 2020 United States Census and the final reporting of population data, the Board of Commissioners is obligated under Title 53, Municipalities Generally of the Consolidated Statues of the Commonwealth of Pennsylvania to reapportion the voting wards of Susquehanna Township. In doing so, it is stipulated that "Districts shall be composed of compact and contiguous territory as nearly equal in population as practicable as officially and finally reported in the most recent Federal census, decennial or special." To carry out this duty, the Board is desirous of appointing a Committee composed of three Commissioners and the Township Manager to develop a draft Ward Reapportionment Map for public inspection and Board review. Provided with the agenda is a copy of a resolution appointing Commissioners Lynch, Fleming, and Pyne, as well as the Township Manager to carry out this assignment in concert with Dauphin County GIS staff. It is recommended that the Board discuss the reapportionment process and adopt the resolution this evening.

Staff recommendation: That the Board of Commissioners adopt the resolution establishing a committee of three Commissioners and the Township Manager to develop a draft Ward Reapportionment Map of Susquehanna Township.

7. AUTHORIZATION TO ADVERTISE AN ORDINANCE FOR PUBLIC HEARING TO AMEND DEFINITIONS FOR MUNICIPAL, COUNTY, AND STATE USES AND WHOLESALE TRADE, TO ADD A NEW DEFINITION OF VEHICLE SALVAGE/RECYCLING FACILITY; TO AMEND PERMITTED USES IN ALL DISTRICTS IN ACCORDANCE WITH THE AMENDED DEFINITIONS; TO PERMIT A VEHICLE SALVAGE/RECYCLING FACILITY IN THE GENERAL INDUSTRIAL DISTRICT AS A SPECIAL

EXPECTATION USE; AND TO PROVIDE SPECIFIC STANDARDS FOR A VEHICLE SALVAGE/RECYCLING FACILITY.

Betsy Logan, Assistant Township Manager

Narrative

Provided with the agenda is a proposed amendment to the Susquehanna Township Zoning Ordinance to modify the definition of the municipal, county, state, and federal buildings and facilities. The permitted uses in each district are amended according to the new definition, which only allows for municipal services. In addition, a new definition for vehicle salvage/recycling facilities is proposed, and the definition of wholesale trade is being amended to reflect only the sale of new products and to remove references to other codes or regulations. Specific standards for siting a vehicle salvage/recycling facility are included in this amendment. Vehicle salvage/recycling facilities will be allowed by Special Exception in the Industrial-General Zoning District.

Staff recommendation: That the Board of Commissioners forward the draft amendment to the Susquehanna Township Planning Commission and the Dauphin County Planning Commission for review and comment; and schedule a public hearing on the proposed amendment for Thursday, August 11th.

8. PATROL OFFICER FIRST CLASS CIVIL SERVICE LIST

Rob Martin, Director of Public Safety

Staff recommendation: That the Board of Commissioners approve the Patrol Officer First Class Civil Service List.

I. APPOINTMENTS

1. Appointment of Todd Zwigart to the Susquehanna Township Highway Department

J. COMMISSIONER COMMENTS

K. ADJOURNMENT

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

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

<u>NOTE</u>: THE TOWNSHIP MEETINGS ARE RECORDED.

MINUTES

SUSQUEHANNA TOWNSHIP REGULAR MEETING

BOARD OF COMMISSIONERS JUNE 9, 2022

REGULAR MEETING:

President Lynch called to order the Regular Meeting of the Susquehanna Township Board of Commissioners on Thursday, June 9, 2022, at 7:17 PM via In-Person/Zoom (Hybrid).

President Lynch announced that there was an Executive Session prior to this meeting where matters of real estate and personnel were discussed.

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

ROLL CALL: COMMISSIONERS

Jody Rebarchak - Excused Gary Rothrock - Present Carl Hisiro - Present Frank Lynch - Present Torn Pyne - Present Fred FayIona - Present Fred Engle – Present Justin Fleming - Present Steven Napper - Excused

TOWNSHIP PERSONNEL:

David Pribullka, - Secretary/Township Manager

Betsy Logan - Assistant Township Manager/Director of Community & Economic Development Morgan Madden, Esq. - Township Solicitor Alex Greenly, P.E. - Township Engineer Nathan Bragunier - Director of Works Director Kathy Fry, Administrative Assistant

OTHERS IN ATTENDANCE: Jeff Smith, Rick Crone, Matt Fisher & Dick Norford

PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE:

President Lynch asked Commissioner Faylona to lead the Pledge of Allegiance followed by a Moment of Silence.

PETITIONS. COMPLAINTS. SUGGESTIONS FROM CITIZENS:

Jeff Smith, 44 N. 34th Street was in attendance to express the lack of school bus safety by drivers in the 34th and Walnut Street area. He also spoke about the issues with his trash service through Penn Waste and the great help he has received from Township staff regarding this issue.

Richard Crone, 42 N. 34th Street expressed his concerns with the high rate of speed of drivers going down 34th and Oliver Streets. He is concerned for the safety of the children who live in the area now

that school is out for the summer. Mr. Crone provided Manager Pribulka with his contact information so that it could be passed onto Chief Martin who could not be in attendance.

Dick Norford, 1303 Laurel Glen Circle, was in attendance on behalf of the Capital Area Greenbelt Association. He thanked the Township for their support of the Tour de Belt which occurred on June 5, 2022. He stated that there was a great turnout of residents, and they greatly appreciated the Township staff who participated and volunteered their time at the event. He also thanked the Public Works and Highway Departments for repairing the area of Andrea Avenue that was washed out.

<u>APPROVAL OF MINUTES</u>: Commissioner Engle moved to approve the May 25, 2022, Board of Commissioners Workshop Meeting minutes; seconded by Commissioner Fleming and unanimously approved.

REPORTS OF COMMITTEES:

- 1. **Buildings** & **Grounds:** Commissioner Rothrock reported that the renovations of the offices continue and are being delayed by supply chain issues. The new projected completion date is June 30, 2022.
- 2. **Budget, Finance, Insurance & Pension:** Commissioner Fleming stated that a meeting will be scheduled in July.
- 3. Public Works: No Report
- 4. Health & Sanitation: No Report
- 5. Administration & Personnel: No Report
- 6. Police: No Report
- 7. Fire, EMS, EMA: No Report
- 8. **Recreation:** No Report
- 9. Planning & Zoning: Commissioner Rothrock reported that a Planning Commission Meeting occurred on May 23, 2022. Two plans on the agenda were approved and two plans were tabled. Chick-Fil-A also gave a presentation on a new plan for a restaurant on Union Deposit Road. A Zoning Hearing Board Meeting occurred on June 6, 2022. This hearing occurred for Sughair, Inc. at 3465 N. 6th Street. They were requesting special exception to Sections 27-1303.2 of the Susquehanna Township Zoning Ordinance to allow a junkyard on less than five acres. Special exception was denied.

BIDS AND AGREEMENTS: None

ACTION ON ORDINANCES, RESOLUTIONS, SUBDIVISION AND LAND DEVELOP-MENT PLANS:

PUBLIC HEARINGS:

1. <u>ORDINANCE 22-2-</u>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".

President Lynch called to order the Public Hearing of the Susquehanna Township Board

of Commissioners at 7:34 P.M. for the purpose of hearing Public Comment on Ordinance 22-2.

Manager Pribulka reported that this Ordinance had been properly advertised and the Township has been coordinating with HRG on this project. This Ordinance will be up for adoption later in tonight's meeting.

Hearing no Public Comment, President Lynch closed the Public Hearing at 7:36 P.M.

2. <u>ORDINANCE 22-3-</u>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.

President Lynch called to order the Public Hearing of the Susquehanna Township Board of Commissioners at 7:37 P.M. for the purpose of hearing Public Comment on Ordinance 22-3.

Assistant Township Manager Logan reported that this Ordinance will allow for the latest standards of property maintenance and building codes to be adopted and for subsequent adoption of these codes via resolution.

Manager Pribulka stated that this Ordinance was only slated for the Public Hearing to allow for comments from the Board of Commissioners as well as the public. He also stated that this Ordinance was properly advertised and was reviewed by the Township Solicitor and will be up for adoption at the July 14, 2022, meeting.

Hearing no Public Comment, President Lynch closed the Public Hearing at 7:42 P.M. and the Board of Commissioners returned to their regular meeting.

RETURN TO REGULAR MEETING:

1. <u>ORDINANCE 22-2-</u> 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".

Commissioner Hisiro moved that the Board of Commissioners adopt the ordinance accepting the dedication of public right-of-way for the Paxton Church Road Rehabilitation Project; seconded by Commissioner Rothrock and unanimously approved.

2. <u>RESOLUTION 22-R-14</u> – 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.

Manager Pribulka stated that the Board of Commissioners had an opportunity to review the Shade Tree Removal Assistance Program at their Workshop on May 25, 2022. This program would provide financial assistance to those who qualify for the removal of dead or hazardous trees located in the public right-of-way. The Township will not be removing these trees unless they are small or are blocking the roadway and causing a public hazard. Instead, the removal will be contracted out to a professional tree removal service.

Commissioner Engle moved that the Board of Commissioners adopt the resolution

adopting the Shade Tree Removal Assistance Program Policy and seconded by Commissioner Fleming.

President Lynch confirmed with Manager Pribulka that the information on this policy will be shared via social media, the township's website, and the newsletter.

The motion passed with a unanimous vote.

3. <u>RESOLUTION 22-R-15</u> – 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.

Manager Pribulka stated that this grant was awarded in 2021 and the proceeds have been used to fund playground rehabilitation projects at Edgemont and Stabler Parks and radios for the Department of Public Safety.

Commissioner Hisiro moved that the Board of Commissioners adopt the resolution authorizing the President and Secretary to execute the Dauphin County Local Share Grant Agreement; seconded by Commissioner Faylona and unanimously approved.

4. <u>RESOLUTION 22-R-16</u> – A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA AMENDING THE 457 DEFERRED COMPENSATION PLAN DOCUMENT.

Manager Pribulka informed the Board of Commissioners that this resolution will remove David Kratzer's name from the Deferred Compensation Plan listing and add his name to the list.

Commissioner Rothrock moved 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; seconded by Commissioner Faylona and unanimously approved.

5. 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

Assistant Township Manager Logan stated that this is the final phase of the Stray Winds Development located east of Crums Mill Road and north of Paxton Church Road. At the Planning Commission meeting on May 23, 2022, they recommended conditional approval of this plan.

Commissioner Pyne moved that the Board of Commissioners approve the final subdivision plan for Stary Winds Farms Phase 8 subject to the outstanding conditions summarized in the attached plan summary; seconded by Commissioner Rothrock and unanimously approved.

REPORTS:

1. Township Manager: Manager Pribulka stated that his report was included in the

Commissioner's packets for this evening's meeting. He noted that a meeting occurred with Mr. Norford, Chief Martin, and Mr. Knauss regarding the safety concerns at 6th Street and Linglestown Road and whether additional guiderail are warranted. PennDOT concluded that no additional guiderail is warranted. Manager Pribulka plans to contact the District 8 representative and request a meeting at this location to discuss this matter further.

- 2. Community & Economic Development: Assistant Manager Logan reported the Board of Commissioners received her report. She noted that the Township is issuing three times more permits compared to this time last year.
- **3. Public Works:** Nathan Bragunier, Director expressed his gratitude for the Township's purchase of a roadside mower. He also informed the Board of Commissioners that road patching continues, and they are planning to do more interviews for the Authority and Public Works Departments.
- **4.** Engineer: Mr. Greenly stated that his report was included in the Board's packet. He informed the Board of Commissioners that Phase 2 of Boyd Park has been put out for bid and several interested parties have requested that the deadline be extended to June 30th. He anticipates substantial completion of this phase by the end of December.

5. Solicitor: No Report

- 6. School Board: Commissioner Pyne reported that the last day of school was today, and commencement is scheduled for tomorrow. He also informed the Board of Commissioners on the progress of the school budget, the procurement timeline for Roscoe Warner Field's concession stand, and the most recent administrative resignations.
- 7. Authority: Manager Pribulka gave an overview of what was discussed at the most recent Authority meeting. These items included the \$10 million bank loan, a request of support for the Paxtang Parkway Restoration Project and an Intergovernmental Cooperative Agreement for a rate study with Capital Regional Water and other local municipalities.
- 8. Shade Tree: Commissioner Pyne thanked the Board of Commissioners for their action on the Shade Tree Pilot Program.
- 9. Communications: No Report
- **10. Human Relations Commission:** Commissioner Hisiro informed the Board of Commissioners that a meeting is scheduled for June 15, 2022.
- **11. Parks and Recreation:** Commissioner Faylona reported that the summer camp and programs are quickly filling up and movies in the park will begin on June 17th.

OLD BUSINESS:

1. MONTROSE STREET TRUCK RESTRICTION POLICY

Manager Pribulka reported to the Board of Commissioners the results and recommendations of the Montrose Street Truck Restriction Study completed by Eric Stump, P.E. of HRG, Inc. It was determined that further restrictions on truck traffic be placed on Montrose Street between Front Street and 6th Street.

Commissioner Engle moved 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 Stump, P.E. of HRG, Inc. dated June 3, 2022; seconded by Commissioner Pyne and unanimously approved.

NEW BUSINESS:

1. CONSENT AGENDA

- a. Statement of Bills Paid
- b. Building Renovation 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 Financial 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)

Commissioner Pyne moved that the Board of Commissioners approve the items listed on the Consent Agenda; seconded by Commissioner Fleming and unanimously approved.

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

Manager Pribulka reported that Michael Shaull, President of the Capital Area Greenbelt Association (CAGA) is requesting a letter of support for a stream restoration project in the Paxtang Parkway. Most of the project is in Susquehanna Township with a small portion of it in the Borough of Paxtang. Dick Norford stated that \$23,000 was raised by Tour de Belt and they are \$3,000 short of their \$30,000 goal. This money is needed to offset the cost of the \$30,000 needed for the matching grant.

Commissioner Hisiro moved to approve the \$3,000 in assistance that was requested and the letter of support for the Capital Area Greenbelt Paxtang Parkway Stream Restoration Project Phase 3; seconded by Commissioner Pyne and unanimously approved.

3. APPROVAL OF PARK SIGNAGE DESIGN RENDERING

Manager Pribulka provided the Board of Commissioners with rendering for signs to be located at the township parks. The Recreation Advisory Committee has provided the option they feel would be best suited for all parks. The first parks to receive the signs will be the Christian McNaughton Memorial Park and Boyd's Park which have been privately funded. He also spoke about the Township Monument sign which will match the design of the park signs.

Commissioner Engle moved that the Board of Commissioners approve the design rendering labelled "Option A" for signage at Susquehanna Township Parks; seconded by Commissioner Rothrock.

Commissioner Rothrock suggested that the new sign at Boyd Park be consistent with the design of the park. Manager Pribulka stated that a meeting occurred today with RPM Signs and the designs will be consistent.

The motion passed with a unanimous vote.

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

Manager Pribulka reported that the Dauphin County has announced a second round of grant funding

assistance for its Bridge Bundling Program. HRG, Inc. has completed their Routine Bridge Inspection Report and has identified one bridge in Susquehanna Township as being in poor condition. This bridge is located at Kohn Road over the Paxton Creek and has "critical scouring" along both the abutments but is safe to continue to be utilized. He noted that the Township may be able to capitalize on up to one million dollars in local and federal funding to offset the cost of replacing this bridge. Mr. Greenly will be confirming that no weight restrictions are required on this bridge as this could be a problem for emergency vehicles. This item will be placed on the June 23, 2022, for further consideration.

COMMISSIONER COMMENTS:

Commissioner Fleming thanked the Thomas W. Holtzman Elementary School PTO for hosting a movie night last Friday. He also congratulated all the 2022 graduates and spoke of how grateful he is for all who work in education.

ADJOURNMENT: Commissioner Engle moved the meeting be adjourned at 8:36 P.M.; seconded by Commissioner Faylona and unanimously approved.

4 the. Signed: I

David Pribulka Secretary-Manager

Susquehanna Township PROCLAMATION

Designating July as Parks and Recreation Month

and

July 15th as Parks and Recreation Professionals Day

WHEREAS, Parks and Recreation promotes physical, emotional and mental health and wellness through organized and self-directed fitness, play, and activity; and

WHEREAS, Parks and Recreation *supports the economic vitality of communities* by providing frontline jobs, childcare for the essential work force and promoting community revitalization; and

WHEREAS, Parks and Recreation *creates memorable experiences* through engaging virtual and physically distanced programs, dynamic online events and new learning opportunities designed to keep families active while stay-at-home orders are in place and beyond; and

WHEREAS, Parks and Recreation *fosters social cohesiveness* in communities by celebrating diversity, providing spaces to come together peacefully, modeling compassion, promoting social equity, connecting social networks, and ensuring all people have access to its benefits; and

WHEREAS, Parks and Recreation *supports human development* and endless learning opportunities that foster social, intellectual, physical and emotional growth in people of all ages and abilities; and

WHEREAS, Parks and Recreation *strengthens community identity* by providing facilities and services that reflect and celebrate community character, heritage, culture, history, aesthetics and landscape; and

WHEREAS, Parks and Recreation *facilitates community problem and issue resolution* by providing safe spaces to come together peacefully and facilitating conversations and services in order that our communities may heal both physically and emotionally; and

WHEREAS, Parks and Recreation sustains and stewards our natural resources by protecting habitats and open space, connecting people to nature, and promoting the ecological function of parkland; and

WHEREAS, Parks and Recreation *supports safe, vibrant, attractive, progressive communities* that make life better through positive alternatives offered in their recreational opportunities;

WHEREAS, the Board of Commissioners *supports the skilled work* of park and recreation professionals to strengthen community cohesion and resiliency, connect people with nature and each other, and provide opportunities for healthful living, social equity and environmental sustainability;

WHEREAS, the Board of Commissioners *values the essential services* that park and recreation professionals and volunteers perform to provide recreational and developmental enrichment for our children, youth, adults and seniors; and to ensure our parks and recreational facilities are clean, safe, and ready to use.

NOW, THEREFORE, BE IT RESOLVED the Board of Commissioners does hereby proclaim July as **"Parks and Recreation Month"** and July 15th, 2022 as **"Pennsylvania Park and Recreation Professionals Day"** in Susquehanna Township

PROCLAIMED this 23rd day of June 2022

Susquehanna Township Board of Commissioners

Frank Lynch, Board President

ATTEST:

David Pribulka, Secretary



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: Traffic Calming- 25th and George Street
- **DATE:** 8 June 2022

The recommendation is to post North 25th Street properly with 25 MPH signs between Locust Lane and Clayton Avenue. I concur with this recommendation.

ORDINANCE 22-4

AN ORDINANCE OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA ESTABLISHING TRUCK TRAFFIC RESTRICTIONS ON MONTROSE STREET

WHEREAS, the Board of Commissioners of Susquehanna Township has determined that the public health, safety, and welfare would be enhanced and preserved by directing the establishment of truck traffic restrictions on Montrose Street.

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:

SECTION 1 Truck Restrictions. The truck restrictions currently in place on Montrose Street between Front Street and 6th Street in Susquehanna Township are hereby further restricted to prohibit three or more axle trucks from traversing Montrose Street between Front Street and 6th Street in Susquehanna Township, except for local deliveries.

SECTION 2 Replacement of Signs. Each existing "Weight Limit 5 Tons" signs along Montrose Street between Front Street and 6th Street in Susquehanna Township shall be replaced with (1) "Three of More Axle Trucks" (R20-4, 24" x 18"); (2) "No Truck" (R5-2, 24" x 24"); and (3) "Except Local Deliveries" (R5-2-3, 24" x 18") signs within thirty (30) days of the adoption of this ordinance.

SECTION 3 Placement of Signs. All signs referenced in this Ordinance must be installed within twenty-five (25) feet of the adjacent intersection, in accordance with 75 Pa.C.S. § 4902(e).

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



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.

Rob Martin Susquehanna Township March XX, 2022 Page 2

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. Stumb 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:	MUNICIPALITY:
Dauphin	Susquehanna Township
STREET NAME:	
Montrose Street	
LOCAL ROAD #:	STATE ROAD #:
N/A	N/A
POSTED SPEED LIMIT (PROVIDE SPEED LIMIT RANGE IF VARIES):	ADT (PROVIDE ADT RANGE IF VARIES):
25 MPH	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:	
Crash Analysis (1)	
Geometric Review (8) Speed Data (1	
Past Experience (10) Structural Ana	alysis (18)
D - ATTACHMENTS LISTING	
CHECK THOSE THAT APPLY AND ATTACH TO THIS FORM IN THE ORD 1. 10-Day Response Letter 8. Crash Rate 2. Letter or Memo Requesting Study 9. Collision Diagram 3. Location Map 10. Speed Study 4. Straight Line Diagram 11. Warrant Analysis 5. Photographs 12. Multi-Way Stop or 6. Field View Notes Drawing or Condition Diagram 13. Pavement Analysis 7. Crash Extract 14. Traffic/Pedestriar	15. STAMPP Identification Data 16. Speed Limit 17. Traffic Signal Permit Plan 18. Structural Analysis Truck Restriction Worksheet 19. Other Autoturn Exhibits s
Confidential - Traffic Engi (For Departme This document is the property of the Commonwealth of Pennsylvania herein are part of a traffic engineering and safety study. This safety s responsibility in the highway transportation system and may only be or research. The document and information are confidential pursua reproduced, released or discussed without the written permission of	ent Use Only) a, Department of Transportation. The data and information contained tudy is only provided to those official agencies or persons who have used by such agencies or persons for traffic safety related planning nt to 75 Pa. C.S.3754 and 23 U.S.C. 409 and may not be published,

E - SITE OBSERVATIONS **OPERATIONAL CHECKLIST:** NO NO 1. Do obstructions block a driver's view of pedestrians or approaching vehicles? N/A N/A NO NO NO NO N/A 3. Is there evidence of crashes (skid marks, property damage, tree/bush damage, broken glass/vehicle parts, etc.)? 4. Are there violations of parking or other traffic regulations? YES NO NO □ N/A NO NO □ N/A 6. Have you observed the location during peak hours for volume, crash evidence, and traffic operations? ... 🗌 YES NO NO □ N/A N/A 7. Are there traffic flow deficiencies or traffic conflict patterns associated with turning movements?...... TYES NO NO 8. Are there significant delays and/or congestion?..... YES NO NO N/A 9. Are there vehicle/pedestrians conflicts?..... YES NO NO N/A 10. Are there other traffic flow deficiencies or traffic conflict patterns?..... YES NO 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? TYES NO NO N/A 3. Are curb radii adequate for turning vehicles?..... 🔲 YES □ N/A V NO 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? I YES □ N/A **NO** 6. Does the placement, visibility, glare, number of signal heads, and timing of the traffic signals conform to standards? 🔲 YES **NO** N/A **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 NO NO N/A 10. Does the pavement condition display any signs of base pushing, cross section deterioration, NO NO N/A

11. Does the highway have adequate turning radii, horizontal width, or under clearance? YES VO NO

F - SITE DATA

	DATA COLLECTED: 03/22	PERSON CONDUCTING STUDY: Zachary R. Yiengst E.I.T.	TITLE: Staff Professional
HIG	HWAY RESTRICTION: THIS RESTR	ICTION IS BEING PLACED FOR THE REAS	DN(S) INDICATED:
	(Non-applica	able criteria shall be indicated by N.A. in the	space provided.)
~	Geometric Review - The highway h	as inadequate turning radii, horizontal widtl	n, or under clearance at one or more locations and certain
	vehicle classes, loads or sizes sho	uld be prohibited.	
	Past Experience- An analysis of high	nways under similiar climatic conditions indica	ted that certain weight vehicles should have been or should
	be prohibited from the highway.		
	Pavement Analysis- A pavement an	alysis and/or engineering judgement indicat	ed either existing physical deterioration due to heavy vehicle use
	or expected future heavy vehicle u	se requires that certain weight vehicles be p	rohibited.
Pave	ement Type: Asphalt	Thickness:	Unknown
Gen	eral Condition: GOOd	Adequacy of	f Drainage: Minor ponding along curb in areas
Base	e Pushing: <u>N.A.</u>	Cross Secti	on Deterioration: <u>N.A.</u>
Mod	lerate/Severe Fatigue Failure of Sur	face: <u>N.A.</u> Shoulder Da	amage: <u>N.A.</u>
Othe	er:		
	0 0	d safety study is confidential pursuant to 75 sclosed or used in litigation without written	Pa. C.S. 3754 and 23 U.S.C. 409 and may not be permission from PennDOT.

F - SITE DATA (CONTINUED)				
Traffic Generators- One or more of the follow	ving traffic generators exits or is in t	he planning a	nd/or development stage a	nd can only be reached by this road:
Coal Strip Mining	Horizontal Well (i.e. Marce		Vertical Gas Wells	Water Withdrawal
Quarry Operation	Manufacturing or Assembl	ly Plant	Shopping Mall	Water Treatment Facility
Warehouse	Trucking Terminal			
Other				
Since pavement analysis, engineering judgem or are likely to seriously damage the roadway	ent and/or past experiences of I	like or simila	r roadways have indicate	270
Base Pushing: <u>N.A.</u>	Cross	Section Dete	erioration: <u>N.A.</u>	
Moderate/Severe Fatigue Failure of Surface:	N.A. Should	der Damage:	<u>N.A.</u>	
Other:				
EXISTING BRIDGE RESTRICTION AS PER P Does the bridge have poor alignment, or subs (NOTE: All bridge analysis and restrictions are	tandard horizontal or vertical cle	earance?		
G - REMARKS				
feet and parking is permitted on both si placed at Front Street and 2nd Street in Overall, the pavement appears to be in and all intersections in between, appear parked across from each other along M two-way traffic flow.	n the eastbound direction a good condition. However, ar to be too small to accomm	nd at 4th S along Mon nodate larg	treet and 6th Street in trose Street, curb rad ge trucks. Additionally	n the westbound direction. lii at Front Street, 6th Street v, when two vehicles are
H - ENGINEERING JUDGEMENT				
Based on field observations and the cri Replace the existing "Weight Limit 5 To Axle Trucks" (R20-4) signs and "Excep based on inadequate structural capacit size restrictions can be implemented w	ons" (R12-1) signs with "No t Local Deliveries" (R5-2-3) y or weakened/deteriorating	Trucks" (F signs alor g pavemen	85-2) signs, suppleme ing Montrose Street. W t which is not present	ented with "Three or More Veight restrictions should be t on this street. However,
I - APPROVAL				
CONDUCTED & APPROVED BY PROFESSI	ONAL ENGINEER:	PROFES	SIONAL ENGINEER SEA	AL:
NAME (PRINT): Eric J. Stump, P.E., PTC	DE			REGISTERED
Eric I Stump	DATE: <u>06/03/22</u> 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'			ERIC JOSEPH STUMP
This traffic engineering and safe disclose	ety study is confidential pursuan of or used in litigation without w			109 and may not be



Montrose Street and Front Street



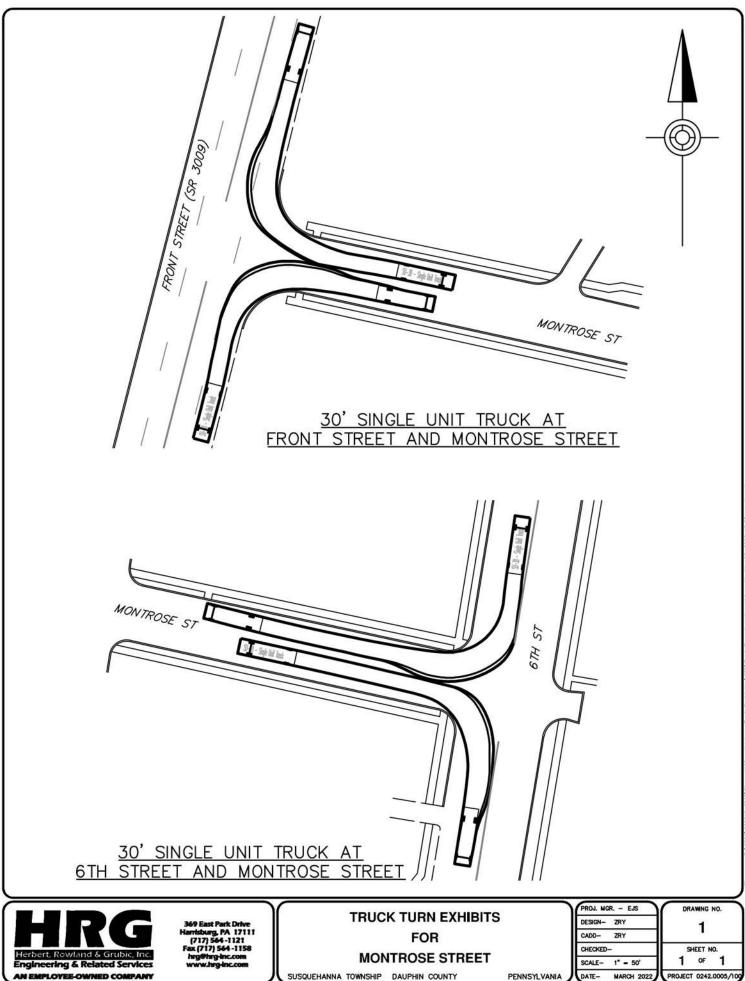
Looking East on Montrose Street at Front Street



Looking East on Montrose Street at 3rd Street



Looking West on Montrose Street at 6th Street

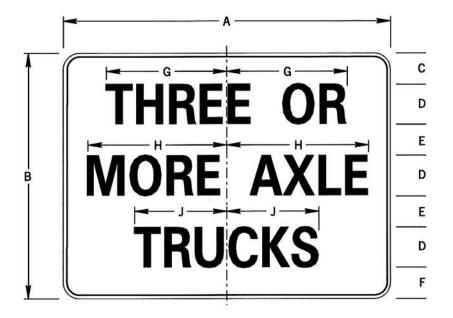


R20-4

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	С	D	E	F	G	н	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

By :

COLOR:

LEGEND AND BORDER: BLACK (NON-REFLECTORIZED)

BACKGROUND: WHITE (REFLECTORIZED) APPROVED FOR THE SECRETARY OF TRANSPORTATION

CROw Date : 02-29-12 Chief, Traffic Engineering and Permits Section

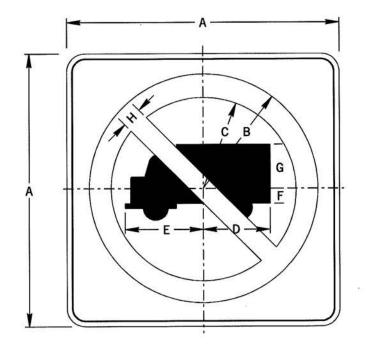
Bureau of Maintenance and Operations

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	В	С	D	E	F	G	н	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 : ______ 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	С	D	E	F	G	н	J	MAR- GIN	BOR- DER	BLANK STD.
24" x 18"	2.5	ЗC	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

By :

COLOR:

LEGEND AND BORDER: **BLACK (NON-REFLECTORIZED)**

BACKGROUND: WHITE (REFLECTORIZED) APPROVED FOR THE SECRETARY OF TRANSPORTATION

Sh C Rowi Date : 02-29-12 Chief, Traffic Engineering and Permits Section Bureau of Maintenance and Operations

RESOLUTION NO. 2022-R-16

A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA AUTHORIZING THE PRESIDENT AND SECRETARY TO EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT FOR THE PREPARATION OF AN INTERMUNICIPAL AGREEMENT WITH CAPITAL REGION WATER

WHEREAS, Susquehanna Township (hereinafter "Township"), a First Class Township of Dauphin County, Pennsylvania, created the Susquehanna Township Authority (hereinafter "Authority"), organized and existing under the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. §5601 et. seq., as amended, presently owning and operating certain sewer facilities for the collection, transportation, conveyance, or disposal of sewage within the Township; and

WHEREAS, the Township desires to cooperate and engage in a collaborative process together with other municipalities and municipal authorities to negotiate and complete an intermunicipal agreement with Capital Region Water ("CRW") for its treatment and disposal of sewage services, including the engagement of consultants with such efforts and share related costs for the foregoing process; and

WHEREAS, in order to accomplish an agreement with CRW and enable the Authority to fulfill its obligations with regard to the collection, transfer and conveyance of sewage to CRW, the Township finds it in the public interest to enter into an Intergovernmental Cooperation Agreement for the preparation of an Intermunicipal Agreement with Capital Regional Water as more fully set forth on Exhibit "A" attached hereto and made part of this Resolution.

NOW, THEREFORE, the Susquehanna Township Board of Commissioners hereby resolves:

- 1. The President and Secretary are hereby authorized and directed to do all things necessary and desirable to execute and implement the Intergovernmental Cooperation Agreement for the preparation of the Intermunicipal Agreement with Capital Regional Water in the form as attached hereto as Exhibit "A" and made a part hereof.
- 2. Proper officers of the Township and its Solicitor are authorized and directed to execute, file, and deliver such Agreement and do all such other acts and things as may be necessary to carry out the intent and purposes of this Resolution.
- 3. In the event any provision, section, sentence, clause, or part of this Resolution shall be invalid, such invalidity shall not affect or impair any remaining provision, sentence, section, clause, or other part of this Resolution, it being the intention of the Susquehanna Township Authority, that the remainder of the Resolution shall be and remain in full force and effect.
- 4. This Resolution shall become effective immediately.

BE IT, AND THE SAME IS HEREBY RESOLVED, this 23rd day of June 2022.

SUSQUEHANNA TOWNSHIP BOARD OF COMMISSIONERS

Frank Lynch, President

ATTEST:

David Pribulka, Secretary

Exhibit "A"

INTERGOVERNMENTAL COOPERATION AGREEMENT FOR THE PREPARATION OF THE INTERMUNICIPAL AGREEMENT WITH CAPITAL REGION WATER

THIS AGREEMENT is made this ______ day of ______, 2022, (the "Agreement"), by and among the BOROUGH OF PENBROOK, the BOROUGH OF PAXTANG, TOWNSHIP OF LOWER PAXTON, TOWNSHIP OF SWATARA, SWATARA TOWNSHIP AUTHORITY, LOWER PAXTON TOWNSHIP AUTHORITY, TOWNSHIP OF SUSQUEHANNA and SUSQUEHANNA TOWNSHIP AUTHORITY, and the BOROUGH OF STEELTON, all located in Dauphin County, Pennsylvania, collectively the "Parties".

This Intergovernmental Cooperation Agreement is authorized and required pursuant to applicable law including, but not limited to, 53 Pa.C.S.A. § 2301, *et seq*.

RECITALS

WHEREAS, the Parties wish to engage in a collaborative process of preparing and negotiating a new Inter-Municipal Agreement (IMA) with Capital Region Water (CRW); and

WHEREAS, the Parties desire that Lower Paxton Township (LPT) shall serve as the point of contact for the Parties to attend meetings with CRW for the preparation of the IMA; and

WHEREAS, the Parties desire that LPT engage a Rate Consultant to assist in the preparation of the IMA with CRW; and

WHEREAS, as set forth in this Agreement, the Parties shall share in the cost of the Rate Consultant to prepare the IMA; and

WHEREAS, the purpose of this Agreement is to set forth, *inter alia*, how the Parties will cooperate to prepare the IMA, and the obligations of each of the Parties; and

WHEREAS, all Participants shall adopt a Resolution approving this Agreement to effectuate their participation; and

NOW, THEREFORE, the Parties hereto, in consideration of the mutual promises, covenants, and undertakings herein contained, each binding itself and representing that it has proper legal authority to enter into this Agreement, and intending to be legally bound, agree as follows:

1. Definitions.

A. "Agreement" shall mean this Intergovernmental Agreement and all modifications, alterations, amendments and supplements hereto made and delivered in accordance with provisions hereof and at such time constituting part hereof, which term sometimes is referred to in this document by use of such words as "hereto," "hereby," "herein," "hereof," "hereunder," or other descriptive words or phrases having similar import.

- B. **"CRW"** shall mean Capital Region Water, a Municipal Authority of the Commonwealth, with a Principal Place of Business at 3003 North Front Street, Harrisburg, Dauphin County, Pennsylvania.
- C. **"Parties"** shall mean a party to this Agreement or a municipality that may become a party to this Agreement, who undertakes the duties and responsibilities set forth herein.
- D. **"Proportional Share"** shall mean the percentages for each of the parties under Exhibit A of this agreement, based on water usage, used for the allocation of each parties share in expenses for the Rate Consultant engaged by LPT for the negotiation and preparation of the new IMA with CRW.

2. <u>Recitals</u>. All of the Recitals and Definitions hereto are incorporated herein by reference as if fully set forth at length.

3. <u>Guiding Principle</u>. The Parties have a mutual interest in working together in a cooperative manner to prepare the IMA, and to work together in a cooperative manner to achieve the objectives set forth in this Agreement.

4. <u>Organization</u>. The Parties agree that LPT shall serve as the point of contact to coordinate the preparation of the IMA. The parties agree to establish a point of contact for each of the Parties to coordinate the preparation of the IMA as further set forth in this Agreement.

5. <u>Engagement of Rate Consultant.</u> The Parties agree that a Rate Consultant is necessary in order to properly negotiate and prepare the new IMA with CRW. The parties desire that LPT engage the Rate Consultant at a cost not to exceed \$20,000 and bill each of the parties its proportional share.

6. <u>Functions, Powers and Responsibilities</u>. Each of Parties shall be responsible for the following functions and responsibilities and shall have the following powers:

- A. Work cooperatively as a group to negotiate and prepare the IMA with CRW.
- B. Approve for payment and pay the proportional share of the appropriate invoices submitted by the Rate Consultant to LPT.
- C. Parties agree to act in good faith and to cooperate in all reasonable respects with LPT. LPT is acting as the point of contact to coordinate the development of the IMA, with each Parties contact person as further set forth in this Agreement.
- D. Each of the Parties agree to engage its own Solicitor and Engineer for review of the prepared IMA.

7. <u>Effective Date</u>. This Agreement shall become effective upon execution of each of the Parties including the adoption of resolution, and execution of this Agreement.

8. <u>Term</u>. This Agreement shall commence upon the Effective Date. The Agreement shall terminate upon execution of the IMA by CRW and the parties to this agreement. Any of the Parties may terminate this Agreement upon 90 days' notice or other mutual agreement by the Parties.

9. <u>Authorization</u>. Parties certify that they are authorized to enter into and execute this Agreement in the exercise and/or performance of their governmental functions, powers, or responsibilities. Participants further certify that they are not the subject of any pending lawsuits, regulatory fines, consent decrees, or other similar sanction of whatever kind prohibiting a Parties authorization of this Agreement, exercise and/or performance of governmental functions, powers, or responsibilities. Each Participant shall undertake best efforts to resolve any and all such lawsuits, fines, consent decrees, or similar sanctions prior to that Participant's execution of this Agreement. In the event a Participant is unable to resolve such lawsuits, fines, consent decrees, or similar sanctions prior to that Participant agrees to fully indemnify and defend all other Participants from any associated damages and liability.

10. <u>Applicable Law</u>. The Parties agree and affirm that Pennsylvania law applies to this Agreement and all matters covered by and addressed by this Agreement. It is acknowledged and agreed that the sole and exclusive jurisdiction and venue for any dispute relating to any matter covered by this Agreement, and/or regarding any dispute over the enforcement or interpretation of this Agreement, shall rest with the Dauphin County Court of Common Pleas. The Participants hereby submit to the exclusive jurisdiction of that court.

11. Alternative Dispute Resolution. The Parties agree to resolve disputes expeditiously. If a dispute arises among the Parties regarding the terms or the implementation of this Agreement, the following steps will be taken prior to filing action in the Court of Common Pleas of Dauphin County, Commonwealth of Pennsylvania, as provided for in Paragraph 10. The Party that seeks resolution will provide a written statement of its dispute, along with any rationale or supporting documents, to the other Parties within five (5) working days of occurrence of the dispute. All Parties will engage in discussions in an attempt to arrive at a consensus and resolve the dispute. If no resolution is reached within fifteen (15) working days of receipt of the statement of dispute, the dispute may be elevated in writing, along with any rationale or supporting documents to the relevant Parties respective chief executive officer or his designees. The principal contacts for the Parties will engage in discussions to seek consensus. If resolution is not reached by the chief executive officers within thirty (30) working days of his receipt of the written statement of the dispute, the Parties may employ the services of a dispute resolution specialist to assist in the resolution of disputes prior to filing action in the Court of Common Pleas of Dauphin County.

12. <u>Integration</u>. This Agreement contains the entire agreement between the Parties. There are no understandings or agreements, verbal or otherwise, in relation hereto, except those expressly and specifically set forth herein. The Parties have not relied upon any statement,

projection, disclosure, report, information or any other representation or warranty except for those as may be specifically and expressly set forth in this Agreement.

13. <u>No Oral Modification</u>. This Agreement may not be modified except in writing executed by all Participants. This Agreement shall be amended only in writing, by duly authorized representatives of all Participants, and such revision(s) must be approved by official action of each Participant jurisdiction, and as required by any applicable law of the Commonwealth.

14. <u>Severability</u>. No determination by any court, governmental body, arbitration, or other judicial body, that any provision of this Agreement or any amendment that may be created hereto, is invalid or unenforceable in any instance shall affect the validity or enforceability of any other provision of the Agreement or applicable amendment. Each provision shall be valid and enforceable to the fullest extent permitted by applicable law, and shall be construed where and whenever possible as being consistent with applicable law.

15. <u>Representation by Counsel</u>. This Agreement has been negotiated by the Parties through their respective legal counsel and embodies terms that were arrived at through mutual negotiation and joint effort, and the Parties shall be considered to have contributed equally to the preparation of this Agreement. The Parties warrant and represent that the terms and conditions of this Agreement have been discussed and negotiated between them, and their respective counsel, and are voluntarily and knowingly accepted for the purpose of making a full and final compromise between the Participants, as referenced herein. The Parties further acknowledge that they understand the facts and their respective legal rights and obligations pursuant to this Agreement.

16. <u>**Counterparts**</u>. This Agreement may be executed in counterparts, each of which will be an original, and all of which taken together shall constitute one and the same instrument.

17. <u>Execution by Facsimile or Electronic Scanning</u>. Delivery of an executed counterpart of this Agreement by facsimile, or by electronically scanning and e-mailing an executed counterpart signature page, while not specifically required, will be acknowledged by the Parties as being equally as effective as delivery of a manually executed counterpart of this Agreement. The use of a signature page received by facsimile, or through an electronic scan and e-mail, shall not affect the validity, enforceability, or binding effect of this Agreement.

18. <u>Signatures</u>. The Parties hereto, and the undersigned individuals and/or representatives, represent and warrant that they have the authority to enter into this Agreement and be legally bound hereby.

IN WITNESS WHEREOF, the Parties hereto have caused this Intergovernmental Cooperation Agreement for the Preparation of the IMA with CRW.

[SIGNATURE PAGE TO FOLLOW]

ATTEST:

SWATARA TOWNSHIP AUTHORITY

Secretary

(SEAL)

ATTEST:

By: ______(Vice) Chairperson

SWATARA TOWNSHIP

By: ______(Vice) President

ATTEST:

SUSQUEHANNA TOWNSHIP

Secretary

Secretary

(SEAL)

ATTEST:

By: ______(Vice) President

SUSQUEHANNA TOWNSHIP AUTHORITY

By: ______(Vice) President

LOWER PAXTON TOWNSHIP

Secretary

(SEAL)

ATTEST:

Secretary (SEAL)

By: ______(Vice) Chairperson

5

ATTEST:

LOWER PAXTON TOWNSHIP AUTHORITY

Secretary (SEAL)

Secretary

By: ______(Vice) Chairperson

ATTEST:

BOROUGH OF PAXTANG

By: ______(Vice) President

(SEAL)

ATTEST:

BOROUGH OF PENBROOK

Secretary (SEAL)

By: ______(Vice) President

ATTEST:

BOROUGH OF STEELTON

By: ______(Vice) President

Secretary (SEAL)

8233-015/382229

A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA AUTHORIZING THE TOWNSHIP MANAGER TO SUBMIT A TRAFFIC SIGNAL MAINTENANCE AGREEMENT TO THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

BE IT RESOLVED by authority of the Board of Commissioners of the Township of Susquehanna, Dauphin County, and it is hereby resolved by authority of the same, that the Township Manager of Susquehanna Township be authorized and directed to submit the attached Traffic Signal Maintenance Agreement, to submit future modifications to the attached Traffic Signal Maintenance Agreement, to submit future applications for Traffic Signal Approval either in writing or via electronic signature to the Department of Transportation, and to sign this Agreement on behalf of the Township of Susquehanna.

BE IT, AND THE SAME IS HEREBY RESOLVED, this 23rd day of June 2022.

SUSQUEHANNA TOWNSHIP BOARD OF COMMISSIONERS

Frank Lynch, President

ATTEST:

David Pribulka, Secretary

I, David Pribulka, Secretary of the Board of Commissioners of Susquehanna Township, do hereby certify that the foregoing is a true and correct copy of the Resolution legally adopted at the meeting held the 23rd day of June 2022.

Date

Signature

(SEAL)

A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA CLOSING THE "INDIAN WHEELS" PROGRAM AND EXPRESSING APPRECIATION TO THE NUMEROUS VOLUNTEERS AND DONORS WHO VOLUNTEERED THEIR TIME AND MONEY TO MAKE THE PROGRAM A SUCCESS

WHEREAS, the Susquehanna Township "Indian Wheels" program was established in 1987, with the sole purpose of providing no-cost transportation to residents aged sixty and older to medical appointments, grocery stores, hair salons, nursing home visits, community centers, shopping malls, and other destinations; and

WHEREAS, over the decades, the program has been supported by numerous volunteers and donors, dedicating their time and money to drive the transport vehicles, promote the program, and fund the associated costs necessary to make the program a success; and

WHEREAS, due to a reduced demand for service, limited ability to support the program, and the availability of duplicate services in the Township, the Board of Commissioners is faced with the difficult decision to close "Indian Wheels".

NOW, THEREFORE, BE IT RESOLVED that the Susquehanna Township Board of Commissioners does hereby close the "Indian Wheels" program and designates the Township Manager and Finance Director as signatories on all financial accounts assigned to the program, and to execute all documents, transactions, and dispositions necessary to carry out this resolution.

BE IT FURTHER RESOLVED that the Susquehanna Township Board of Commissioners expresses its sincere appreciation to the many volunteers and donors who have dedicated time and money over the years to ensuring the success of this program.

BE IT, AND THE SAME IS HEREBY RESOLVED, this 23rd day of June 2022.

SUSQUEHANNA TOWNSHIP BOARD OF COMMISSIONERS

Frank Lynch, President

ATTEST:

David Pribulka, Secretary

A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA AUTHORIZING THE PRESIDENT AND SECRETARY TO EXECUTE AN INTERMUNICIPAL COST SHARING AGREEMENT WITH DAUPHIN COUNTY FOR THE DAUPHIN COUNTY BRIDGE BUNDLING PROGRAM, MUNICIPAL ROUND 2 TO REPLACE THE SUPERSTRUCTURE OF THE KOHN ROAD BRIDGE (T-431)

WHEREAS, Dauphin County engaged the firm HRG, Inc. of Harrsiburg, Pennsylvania to inspect certain bridges located within the county and complete a conditions assessment report; and

WHEREAS, the report concluded that the Kohn Road Bridge spanning Paxton Creek (T-431) is in poor condition and requires a superstructure replacement; and

WHEREAS, Dauphin County has made available funding leveraging county and federal appropriations to assist municipalities with repair and replacement of bridges identified on its report to be in poor condition; and

WHEREAS, to be eligible to participate in the program, an Intermunicipal Cost Sharing Agreement, attached hereto as Exhibit "A" and made part of this resolution, must be executed by the President and Secretary of the Board of Commissioners.

BE IT RESOLVED that the President and Secretary of the Board of Commissioners of Susquehanna Township, Dauphin County are authorized to execute an Intermunicipal Cost Sharing Agreement with Dauphin County for the Dauphin County Bridge Bundling Program, Municipal Round 2 to replace the Kohn Road Bridge (T-431) superstructure.

BE IT, AND THE SAME IS HEREBY RESOLVED, this 23rd day of June 2022.

SUSQUEHANNA TOWNSHIP BOARD OF COMMISSIONERS

Frank Lynch, President

ATTEST:

David Pribulka, Secretary



369 East Park Drive Harrisburg, PA 17111 717.564.1121 www.hrg-inc.com

June 16, 2022

David Pribulka, Township Manager 1900 Linglestown Road Harrisburg, PA 17110

Re: Dauphin County/Municipal Bridge Inspection Program Susquehanna Township Bridge SQT-27 BMS #22 7101 0431 4027 Superstructure Replacement Recommendation

Dear Mr. Pribulka:

Herbert, Rowland & Grubic, Inc. (HRG), as engineer for Dauphin County, recently conducted an interim inspection of Susquehanna Township Bridge SQT-27, which carries Susquehanna Township Bridge SQT-27. This inspection was performed in accordance with the National Bridge Inspection Standards (NBIS) and with the Pennsylvania Department of Transportation's General Scope of Work for the Safety Inspection of State and Local Bridges.

SQT-27 was constructed in 1987 and has a superstructure that consists of 3 prestressed reinforced concrete box beams. For 31 years up through 2018 the superstructure of the bridge had a condition rating of an 8 meaning it was in "very good" condition. Then during the 2019 inspection cracking was observed on the beams. Based on this cracking the superstructure condition rating was reduced to a 5 meaning it was in "fair" condition. During the 2021 inspection additional cracking was observed on the beams and the superstructure was downgraded to a rating of 4 which meant the bridge was in "poor" condition. Following this inspection HRG coordinated with PennDOT to perform an updated load rating analysis of the structure taking into account this new deterioration. The load rating analysis indicated that the bridge did not need load posted. However, due to concern with the cracking HRG received approval to have the bridge switch from a 24-month inspection cycle to a 12-month inspection cycle.

2022 was the first year of the reduced cycle inspection, and on May 25, 2022, the most recent inspection was performed. During this inspection it was noted that once again there was additional cracking observed as well as increase in width and length of some of the existing cracks. Due to the amount of change in 1 year the condition rating of the superstructure was once again reduced. This time it was lowered to a 3 meaning the bridge was in "serious" condition. HRG also once again coordinated with PennDOT to perform a new load rating analysis for the bridge. This time the analysis resulted in a load posting recommendation of 29 Tons, Except Combinations 32 Tons. The condition of the beams also warranted the maintenance item for the replacement of the beams to be reduced to a priority 1, meaning there should be a plan of action to address this issue within 6 months.

As you can see this bridge has had a significant increase in deterioration in a very short period of time (4 years). This rate of deterioration is not typical and HRG will continue to inspect the bridge as needed and will coordinate with PennDOT and the Township on any new findings.

Mr. David Pribulka, Township Manager Susquehanna Township June 16, 2022 Page 2

Based on the rapid increase in deterioration of the beams, at this point HRG would recommend performing a superstructure replacement to this bridge. This would remove the existing deck, beams and barriers and replace them all with new elements. This would then raise the condition rating of the superstructure back to an 8 "very good condition" where it was prior to 2019.

In order to fund this recommendation, HRG would further recommend the Township consider entering the Dauphin County Bridge Bundling Program – Municipal Round 2. This program would assist the Township in the cost by providing Federal Funds as well as County funds to the superstructure replacement cost.

Please review this information and recommendations and contact me if you have any questions, comments, or concerns.

Sincerely,

HERBERT, ROWLAND & GRUBIC, INC.

Daniel F. La

Daniel F. Long, PE Team Leader | Transportation

DFL/kjt R000208.0519 P:\0002\000208.0519\Admin\Corres\2022\Critical Deficiency\SQT-27\2022.06.16 SQT-27 Replacement Recommendation - Copy.docx

Enclosures

c: File No. R000208.0519

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_dev elopment_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.comMr. 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.

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.

<u>Scope of Project:</u> 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.

<u>The County's Responsibilities</u>: 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:

<u>Funding Sources:</u> 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].

<u>Approval of Expenses:</u> 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				

<u>Approval of Final Plan Specifications:</u> 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.

<u>Bidding:</u> 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.

<u>Use of Eminent Domain</u>: 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.

<u>Term:</u> 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.

<u>Risk Allocation / Force Majeure</u>: 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.

<u>Default:</u> Any breach of performance of any term, provision or condition of this Agreement shall constitute a default under this Agreement.

<u>Independent Entities:</u> 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.

<u>Performed According to Law:</u> 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.

<u>Severability</u>: 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.

<u>Integration</u>: 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.

<u>Amendment/Waiver</u>: 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.

<u>Strict Enforcement</u>: 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:___

Chairman

Mike Pries

(SEAL)

By:___

Chad Saylor Commissioner

By:

George P. Hartwick, III Commissioner

By:

ATTEST:

[MUNICIPALITY]

By:	By:
Name: Title:	
(SEAL)	By:

A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA ESTABLISHING A COMMITTEE OF THE BOARD OF COMMISSIONERS TO CARRY OUT THE REAPPORTIONMENT OF THE MUNICIPAL WARDS IN ACCORDANCE WITH TITLE 53 PA.C.S. CH. 9 OF THE CONSOLIDATED STATUES OF THE COMMONWEALTH OF PENNSYLVANIA

WHEREAS, the nationwide Decennial Census was updated in 2020, in accordance with the provisions and requirements of the Constitution of the United States of America; and

WHEREAS, following the release of the Census data, the Board of Commissioners is desirous of carrying out its obligation to reapportion the nine Wards of Susquehanna Township in accordance with the provisions of the First Class Township Code and Title 53 Pa.C.S. §903 of the Consolidated Statutes of the Commonwealth of Pennsylvania; and

WHEREAS, by enactment of this Resolution, a Committee is hereby established consisting of three Township Commissioners and the Township Manager to develop a draft map for public inspection to be reviewed and approved by the full Board of Commissioners in accordance with all applicable statutory requirements.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners does hereby establish a committee composed of Frank Lynch, President (4th Ward Commissioner); Justin Fleming (8th Ward Commissioner); Tom Pyne (5th Ward Commissioner); and the Township Manager to work in concert with Dauphin County staff to develop a draft Ward Reapportionment Map of Susquehanna Township.

BE IT, AND THE SAME IS HEREBY RESOLVED, this 23rd day of June 2022.

SUSQUEHANNA TOWNSHIP BOARD OF COMMISSIONERS

Frank Lynch, President

ATTEST:

David Pribulka, Secretary

ORDINANCE NO. 22-

AN ORDINANCE OF THE TOWNSHIP OF SUSQUEHANNA, COUNTY OF DAUPHIN, PENNSYLVANIA AMENDING THE SUSQUEHANNA TOWNSHIP ZONING ORDINANCE TO AMEND DEFINITIONS FOR MUNICIPAL, COUNTY, AND STATE USES AND WHOLESALE TRADE, TO ADD A NEW DEFINITION OF VEHICLE SALVAGE/RECYCLING FACILITY; TO AMEND PERMITTED USES IN ALL DISTRICTS IN ACCORDANCE WITH THE AMENDED DEFINITIONS; TO PERMIT A VEHICLE SALVAGE/RECYCLING FACILITY IN THE GENERAL INDUSTRIAL DISTRICT AS A SPECIAL EXPECTATION USE, AND TO PROVIDE SPECIFIC STANDARDS FOR A VEHICLE SALVAGE/RECYCLING FACILITY.

WHEREAS, The Commissioners of Susquehanna Township, Dauphin County, Pennsylvania, under the powers vested in them by the "First Class Township Code" of Pennsylvania and the authority and procedures of the "Pennsylvania Municipalities Planning Code", as amended, as well as other laws of the Commonwealth of Pennsylvania, do hereby enact and ordain the following amendment to the text of the Susquehanna Township Zoning Ordinance; and

WHEREAS, the Board of Commissioners of Susquehanna Township desire to amend its Zoning Ordinance by redefining municipal, county, and state uses in certain Zoning Districts of the Township of Susquehanna.

WHEREAS, the Board of Commissioners of Susquehanna Township desire to create specific requirements for vehicle salvage/recycling facilities in the Industrial-General Zoning District.

NOW, THEREFORE, be it enacted and ordained by the Board of Commissioners of Susquehanna Township, Dauphin County, Pennsylvania, and the same is hereby ordained and enacted as follows, to wit:

<u>SECTION 1</u>: Chapter 27, Zoning, of the Code of Ordinances of Susquehanna Township, Part 2, Definitions; Section 27-204, List of Definitions is hereby amended as follows:

- A. Delete the definition of "Municipal, County, State and Federal Buildings and Facilities"
- B. Add a new definition of "Municipal Service" to read as follows:

MUNICIPAL SERVICE - Any use conducted by Susquehanna Township, or any local agency of the Township, including administrative offices, equipment or material storage, public parks, recreational centers, public sewage and/or water collection, treatment, storage, transmission, and/or

distribution facilities, stormwater management facilities, public parking facilities, public libraries, firehouses, emergency services, or any similar civic use owned or operated by the Township, or a local agency of the Township. The definition of "municipal service" expressly excludes any use conducted by a school district or other municipality.

C. Add a new definition of "Vehicle Salvage/Recycling Facility" to read as follows:

VEHICLE SALVAGE/RECYCLING FACILITY - Any lot or structure, used for dismantling motor vehicles for the purpose of selling for scrap or reselling used motor vehicle parts. The deposit or storage on a lot of two or more unlicensed, wrecked, or disabled vehicles, or the major part thereof, shall be deemed to constitute a vehicle salvage/recycling facility. (A disabled vehicle is a vehicle intended to be self-propelled that shall not be operable under its own power for any reason or a vehicle that does not have a valid current registration plate or that has a certificate of inspection which is more than 60 days beyond the expiration date.)

D. Amend the definition of "Wholesale Trade: to read as follows:

WHOLESALE TRADE - Establishments or places of business primarily engaged in selling new durable or nondurable goods to retailers; industrial, commercial, institutional, or professional business users; to other wholesalers; or acting as agents or brokers and buying merchandise for, or selling merchandise to, such individuals or companies.

DURABLE GOODS WHOLESALERS — Wholesalers of motor vehicles and motor vehicle parts and supplies; furniture and home furnishing; lumber and other construction materials; professional and commercial equipment and supplies; metal and mineral; electrical goods; hardware, plumbing and heating equipment and supplies; machinery, equipment, and supplies; and miscellaneous durable goods.

NONDURABLE GOODS WHOLESALERS — Wholesaler of paper and paper products; drugs and druggists sundries; apparel, piece goods, and notions; groceries and related products; farm product raw materials; chemical and allied products; petroleum and petroleum products; beer, wine, and distilled alcoholic beverages; and miscellaneous nondurable goods.

<u>SECTION 2</u>: Chapter 27, Zoning, of the Code of Ordinances of Susquehanna Township, Part 4, C - Conservation Districts; Section 27-402, Permitted Uses is hereby amended to amend the following Subparagraph 5. to read as follows:

5. Municipal services.

<u>SECTION 3</u>: Chapter 27, Zoning, of the Code of Ordinances of Susquehanna Township, Part 5, RC – Residential Country Districts; Section 27-502, Permitted Uses is hereby amended to amend the following Subparagraph 7. to read as follows:

7. Municipal services.

<u>SECTION 4</u>: Chapter 27, Zoning, of the Code of Ordinances of Susquehanna Township, Part 6, R-1 – Low Density Residential District; Section 27-602, Permitted Uses is hereby amended to amend the following Subparagraph 7. to read as follows:

7. Municipal services.

<u>SECTION 5</u>: Chapter 27, Zoning, of the Code of Ordinances of Susquehanna Township, Part 7, R-2 – Medium Density Residential Districts; Section 27-702, Permitted Uses is hereby amended to amend the following Subparagraph 5. to read as follows:

5. Municipal services.

<u>SECTION 6</u>: Chapter 27, Zoning, of the Code of Ordinances of Susquehanna Township, Part 8, R-3 – High Density Single-Family Residential Districts; Section 27-802, Permitted Uses is hereby amended to amend the following Subparagraph 4. to read as follows:

4. Municipal services.

<u>SECTION 7</u>: Chapter 27, Zoning, of the Code of Ordinances of Susquehanna Township, Part 9, R-4 –Residential Urban Districts; Section 27-902, Permitted Uses is hereby amended to amend the following Subparagraph 10. to read as follows:

10. Municipal services.

<u>SECTION 8</u>: Chapter 27, Zoning, of the Code of Ordinances of Susquehanna Township, Part 10, BOR – Business-Office-Residential Districts; Section 27-1002, Permitted Uses is hereby amended to amend the following Subparagraph 22. to read as follows:

22. Municipal services.

<u>SECTION 9</u>: Chapter 27, Zoning, of the Code of Ordinances of Susquehanna Township, Part 11, CN – Commercial Neighborhood Districts; Section 27-1102, Permitted Uses is hereby amended to amend the following Subparagraph 28. to read as follows:

28. Municipal services.

<u>SECTION 10</u>: Chapter 27, Zoning, of the Code of Ordinances of Susquehanna Township, Part 12, CH – Commercial Highway Districts; Section 27-1202, Permitted Uses is hereby amended to amend the following Subparagraph 39. to read as follows:

39. Municipal services.

<u>SECTION 11</u>: Chapter 27, Zoning, of the Code of Ordinances of Susquehanna Township, Part 12, R-3 – Commercial Highway Districts; Section 27-1202, Permitted Uses is hereby amended to amend the following Subparagraph 39. to read as follows:

39. Municipal services.

<u>SECTION 12:</u> Chapter 27, Zoning, of the Code of Ordinances of Susquehanna Township, Part 13, IG - Industrial General Districts; Section 27-1302, Permitted Uses is hereby amended to amend the following Subparagraph 22. to read as follows:

22. Municipal services.

<u>SECTION 13:</u> Chapter 27, Zoning, of the Code of Ordinances of Susquehanna Township, Part 13, IG - Industrial General Districts; Section 27-1303, Special Exception Uses is hereby amended to add the following new Subparagraph 6. to read as follows:

6. Vehicle Salvage Recycling Facility in accordance with §27-2050.

<u>SECTION 14:</u> Chapter 27, Zoning, of the Code of Ordinances of Susquehanna Township, Part 14, MU-1 Mixed Use Corridor – High Density Districts; Section 271402, Permitted Uses is hereby amended to amend the following Subparagraph 22. to read as follows:

39. Municipal services.

<u>SECTION 15:</u> Chapter 27, Zoning, of the Code of Ordinances of Susquehanna Township, Part 15, MU-2 - Mixed Use Corridor – Special Purpose District; Section 27-1502, Permitted Uses is hereby amended to amend the following Subparagraph 18. to read as follows:

18. Municipal services.

<u>SECTION 16:</u> Chapter 27, Zoning, of the Code of Ordinances of Susquehanna Township, Part 16, COL - Commercial Office Limited District; Section 27-1602, Permitted Uses is hereby amended to amend the following Subparagraph 16. to read as follows:

16. Municipal services.

<u>SECTION 17:</u> Chapter 27, Zoning, of the Code of Ordinances of Susquehanna Township, Part 17, TND-1: Traditional Neighborhood Development -1; Section 27-1903, Permitted Uses is hereby amended to amend the following Subparagraph 31. to read as follows:

31. Municipal services.

<u>SECTION 18</u>: Chapter 27, Zoning, of the Code of Ordinances of Susquehanna Township, Part 20 Use Regulations; Section §27-2037, Public and Semi-Public Buildings, Including Churches and Similar Places of Worship, Libraries, Community Activity Buildings, Educational Institutions (Other Than Elementary and Secondary Schools) and Municipal Buildings is hereby amended to remove Municipal Buildings and to read as follows:

§27-2038 Public and Semi-Public Buildings, Including Churches and Similar Places of Worship, Libraries, Community Activity Buildings, Educational Institutions (Other Than Elementary and Secondary Schools).

<u>SECTION 19</u>: Chapter 27, Zoning, of the Code of Ordinances of Susquehanna Township, Part 20 Use Regulations is hereby amended to include a new subsection 27-2050 to read as follows: §27-2050 Vehicle Salvage/Recycling Facilities:

- 1. Minimum lot area shall be 10 acres.
- 2. The outdoor area devoted to the storage of vehicles, parts, and equipment shall be completely enclosed by an eight-foot-high, opaque fence which shall be set back at least 50 feet from all property lines and 100 feet from residentially zoned properties and from all properties on which a residence exists.
- 3. The setback area between the fence and the lot lines shall be kept free of weeds and all scrub growth.
- 4. All completely enclosed buildings used to store vehicles, equipment, or parts shall be set back at least 50 feet from all property lines.
- 5. No vehicles, equipment, parts, or material may be stored or stacked so that it is visible from adjoining properties or roads.
- 6. All federal and commonwealth laws and ordinances shall be satisfied.
- 7. All vehicles shall be stored or arranged so as to permit access by fire-fighting equipment and to prevent the accumulation of water.
- 8. No material, oil, grease, tires, gasoline or similar products shall be burned at any time.
- 9. Any vehicle salvage/recycling facility shall be maintained in such a manner as to cause no public or private nuisance, nor to cause any offensive or noxious sounds or odors, nor to encourage the breeding or harboring of rats, flies, mosquitoes, or other vectors; and
- 10. No vehicle salvage/recycling facility shall be located on land with a slope in excess of 5%.
- 11. A stormwater management plan per Chapter 23 of the Susquehanna Township Ordinance is required to be approved and implemented on the site in the following areas to prevent or minimize the presence of pollutants in stormwater discharges:
 - A. Vehicle dismantling and maintenance areas
 - B. Vehicle parts, equipment, and material storage areas.
 - C. Vehicle, parts, and equipment cleaning areas.
- 12. A landscape plan for the entire tract shall be required. A landscape architect licensed by the Commonwealth of Pennsylvania shall be retained to complete such a plan to ensure the proper species, use and arrangement of plant materials. All areas of the development not covered by impervious surfaces shall be landscaped and maintained with suitable ground cover and plants.
 - A. An evergreen screen planting shall be planted and maintained at a height of not less than eight feet along the opaque fence.
 - B. Buffers and screens shall be in accordance with § 27-2106(5) herein.
- 13. A license to operate issued by the Township shall be required as outlined in Chapter 13, Part 2 of the Susquehanna Township Municipal Code.

<u>SECTION 20:</u> Chapter 27, Zoning, of the Code of Ordinances of Susquehanna Township, Part 23, Off-Street Parking; Section 27-2302, Off-Street Parking Requirements is hereby amended to add the following Subparagraph 4.D. to read as follows:

Category of Uses	Uses	Minimum
		Required Parking
4. Industrial Uses	D. Vehicle Salvage/Recycling Facilities	1 space for every employee on the largest shift plus 1 space for every 10,000 square feet of lot area, or 2 spaces for every
		greater.

SECTION 21: SEVERABILITY. If a court of competent jurisdiction declares any provisions of this Amendment to be invalid in whole or in part, the effect of such decision shall be limited to those provisions expressly stated in the decision to be invalid, and all other provisions of this Zoning Amendment shall continue to be separately and fully effective.

SECTION 22: REPEALER. All provisions of Township ordinances and resolutions or parts thereof that are in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 23: ENACTMENT. This Amendment shall be effective five (5) days after the date of passage.

THIS ZONING ORDINANCE IS HEREBY ORDAINED AND ENACTED this _____ day of ______, 2022, by the Susquehanna Township Board of Commissioners.

ATTEST:

SUSQUEHANNA TOWNSHIP BOARD OF COMMISSIONERS

David Pribulka Secretary Frank Lynch President



SUSQUEHANNA TOWNSHIP POLICE DEPARTMENT 1900 Linglestown Road, Harrisburg, PA 17110 (717) 652-8265 Fax (717) 652-5628

Patrol Officer First Class Civil Service List

1-	9532	90.5
2-	0632	89.5
3-	3787	85
4-	9725	84.5
5-	4870	81.5
6-	3731	76.5
7-	7837	73.5
8-	3757	73

Stress Chairman

TODD ZWIGART

3723 Brisban Street Harrisburg, Pennsylvania - 717-443-5953 firechief40@verizon.net

June 6, 2022

Susquehanna Township Public Works Department 1900 Linglestown Road Harrisburg, PA 17110

I have worked for the Borough of Penbrook since 2005 and am confident that my knowledge and experience are a match for this position.

I have a strong work ethic and am constantly striving to better myself with trainings and classes. While being employed with Penbrook I have also held the position as Fire Chief at Paxtang Fire Company and currently hold the position of President of the Dauphin County Fire Chief's Association, Trustee of Paxtang Fire Company and most recently Emergency Management Coordinator for Penbrook Borough.

Sincerely, Todd B Zwigart

TODD ZWIGART

3723 Brisban Street Harrisburg, Pennsylvania - 717-443-5953 firechief40@verizon.net

OBJECTIVE:

To obtain a position in Susquehanna Township Public Works

EXPERIENCE

MARCH 2005 - CURRENT

PUBLIC WORKS MAINTENANCE WORKER, BOROUGH OF PENBROOK

SUPERVISOR: Mark Sostar 717-648-5257

Responsibilities include general maintenance and repair of Borough owned properties; to include buildings, parks, vehicles and roadways. Replace traffic control devices, build structures, landscaping maintenance of properties and work with hired contractors. In absence of public works supervisor, I prioritize and complete daily tasks. Operating equipment such as back hoes, skid loaders, sewer trailers, vacuum trucks, street sweepers and trucks equipped with snowplows and leaf collections. Aid in maintaining all MS4 logs and inspections. Respond to PA One call requests. Assist Borough Codes department creating cases and violation notices using the Borough's codes computer program. Responsible for all borough sanitary sewers, including flushing of sewer lines during blockages. Repair and replace storm water inlet boxes. Maintain all trucks, equipment, and police vehicle. President of the Penbrook/Paxtang Safety Committee. Voluntarily attend borough council meetings and special meetings to ensure department and community needs are addressed.

APRIL 2021 - CURRENT

EMERGENCY MANAGEMENT COORDINATOR, BOROUGH OF PENBROOK

Attend monthly Dauphin County trainings. Conduct in house trainings with my EMA staff to prepare for possible emergencies in the borough. Have held a community outreach on National Night Out with Penbrook Police Department. Currently working on basic EMA certification. Attend monthly borough meetings

JANUARY 2004 - JANUARY 2020

FIRE CHIEF, PAXTANG FIRE COMPANY

Began at the age of fifteen as a junior firefighter. Have held every position in the Operations Chain of Command. Acquired various skills and took on many responsibilities, including but not limited to risk assessment and mitigation, managing multiple crews, training, coordinating operations, managing resources, grant writing, budget, and public relations.

EDUCATION

June 1991 Diploma, DAUPHIN COUNTY VO TECH Studied Building Construction and Maintenance

CERTIFICATIONS

- Class B CDL
- First Aid AED
- CPR
- FEMA NIMS 100, 200, and 700
- PA State Certified Traffic Flagger
- MS4 training
- LTAP Sign Training
- PA One Call Emergency Responder Seminar
- Winter Road Maintenance

SKILLS

- Public relations skills
- Equipment Operator
- Safety and Health coordination
- Vender and contractor coordination
- Budget Management
- Filing and documenting
- Public works knowledge and seasonal planning

REFERENCES

Kenneth Beard Retired Police Chief/ Borough Manager Paxtang Borough, PA 717-574-6600

John Rowe Deputy Chief 21A Metal Township Fire & Ambulance Fannetsburg, PA 717-349-2121

Joseph Canulli Rite Aid Store Manager Harrisburg, PA 717-805-7131