

**LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS**

TUESDAY, JANUARY 21, 2020 -7:00 PM, 425 PRINCE STREET

BUSINESS MEETING

Prior to this meeting the Board met to receive information from the Township Manager.

ORDER OF BUSINESS

1. CALL TO ORDER - *Chairman Henry*
2. PLEDGE OF ALLEGIANCE – *Mrs. Lindsey*
3. APPROVAL OF MINUTES
4. PUBLIC COMMENT
5. CHAIRMAN & BOARD MEMBERS' COMMENTS
6. MANAGER'S REPORT
7. OLD BUSINESS
 - a. Action on Ordinance 19-08; Amending Chapter 152 of the Code of Ordinances to include the Registration of Vacant Properties - Mr. Stine
 - b. Action on the Automobile Theft/Motor Vehicle Insurance Fraud Intergovernmental Agreement with PA State Police - Director Kosheba
8. NEW BUSINESS
 - a. Action on Resolution 20-05; Authorizing the Disposition of Specified Records in compliance with the PA Municipal Records Manual - Mr. Gotshall
 - b. Subdivision and Land Development
 - i. Action on Ordinance 20-01; Approving the vacation of a portion of Conway Road - Mr. Stine
 - ii. Action on a Preliminary/Final Land Development Plan for the Allentown Blvd Warehouse (Plan #19-09)
 - iii. Action on a Preliminary/Final Land Development Plan for the OHRC Temple and Community Building (Plan #19-18)
9. Improvement Guarantees, Development Agreements, Plan Reaffirmations, etc.
10. Payment of Bills - Lower Paxton Township & Lower Paxton Township Authority
11. ADJOURN

ORDINANCE NO. 19-08

AN ORDINANCE OF LOWER PAXTON TOWNSHIP, AMENDING CHAPTER 152 OF THE CODE OF ORDINANCES TITLED, "REGISTRATION OF DEFAULTED MORTGAGE PROPERTY," BY RENAMING THE CHAPTER "REGISTRATION OF DEFAULTED AND VACANT PROPERTY"-PROVIDING FOR- PURPOSE, INTENT AND APPLICABILITY REQUIRING THE REGISTRATION AND MAINTENANCE OF CERTAIN REAL PROPERTY BY MORTGAGEES AND OWNERS, PROVIDING FOR PENALTIES AND ENFORCEMENT, AS WELL AS THE REGULATION, LIMITATION AND REDUCTION OF REGISTRABLE REAL PROPERTY WITHIN LOWER PAXTON TOWNSHIP; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND EFFECTIVE DATE.

WHEREAS, the Board of Supervisors desires to further protect the public health, safety and welfare of the citizens of Lower Paxton Township and maintain a high quality of life for the citizens of the Township through the maintenance of structures and properties; and

WHEREAS, properties that are neglected and have unsecured, accessible structures have a negative impact on community value, create conditions that invite criminal activity, and foster an unsafe and unhealthy environment for children; and

WHEREAS, mortgage foreclosures and vacant properties have serious negative implications for all communities trying to manage the consequences of properties with defaulted mortgages, are in the foreclosure process, foreclosed upon and/or mortgagee owned or vacant; and

WHEREAS, often, the foreclosing party or property owners are an absentee responsible party, and there is no local contact for such a property making it difficult to serve notice to the proper party of the violations of the Township Code, and to maintain the requisite level of maintenance and security on such structures or lots; and

WHEREAS, the Board of Supervisors recognizes the existence of properties with defaulted mortgages and subject to foreclosure action, foreclosed upon or vacant (hereinafter referred to as "registrable properties") located throughout the Township which lead to a decline in property value, create nuisances and lead to a general decrease in neighborhood and community aesthetic; and

WHEREAS, the Board of Supervisors has adopted a Property Maintenance Code, Chapter 148 of the Code of Ordinances, to regulate building standards for the exterior of structures and the condition of the property as a whole; and

WHEREAS, the Board of Supervisors recognizes that in the best interest of the public health, safety and welfare, a more regulated method is needed to discourage registrable property owners and mortgagees from allowing their properties to be abandoned, neglected or left unsupervised; and

WHEREAS, the Board of Supervisors recognizes the opportunity to conserve staff resources by greatly reducing the need to repeatedly process property maintenance violations against non-interested property owners in mortgage default to include the expenditure of taxpayer funds to cover the costs of abatement; and

WHEREAS, the Board of Supervisors has a vested interest in protecting neighborhoods against decay caused by registrable property and concludes that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration requirements of registrable property located

within the Township to discourage registrable property owners and mortgagees from allowing their properties to be abandoned, neglected or left unsupervised; and

WHEREAS, the Board of Supervisors desires to amend the Township's Code of Ordinances in order to establish a property registration process that will identify a contact persons to address safety and aesthetic concerns to minimize the negative impact and conditions that occur as a result of the foreclosure process.

NOW THEREFORE, it is hereby ordained by the Board of Supervisors of Lower Paxton Township, Dauphin County, Pennsylvania that the Lower Paxton Township Zoning Ordinance is hereby amended as follows:

Section 1. That the foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon the adoption hereof

Section 2. That the Board of Supervisors does hereby amend the Lower Paxton Codified Ordinances by creating Chapter 152, entitled "Registration of Defaulted Mortgage Property" to be renamed "Registration of Defaulted Mortgage and Vacant Property" to read as follows:

§ 152.1 Purpose.

It is the purpose and intent of the Board of Supervisors to amend the process to address the deterioration, crime and decline in value of neighborhoods caused by property with defaulted mortgages and vacant property located within the Township, and to identify, regulate, limit and reduce the number of these properties located within the Township. It is the Supervisors' further intent to establish a registration requirement as a mechanism to protect neighborhoods from the negative impact and conditions that occur as a result of vacancy, absentee ownership lack of adequate maintenance and security and will provide a method to expeditiously identify contact persons for each property responsible for this protection.

It is not the intent of this article to determine the rights and liabilities of persons under agreements to which Lower Paxton Township is not a party. This article shall not be construed to alter the terms of any lease or other agreement between a landlord and a tenant or others relating to property that is the subject of this Article; provided that no provision of any lease or other agreement shall be construed to excuse compliance with this article. Additionally, a violation of this article shall not in and of itself create negligence per se standard or otherwise expand existing liability in tort for either a landlord or a tenant.

§ 152.2 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except-where the context clearly indicates a different meaning.

Accessible Property/Structure - means a property that is accessible through a compromised/breached gate, fence, wall, etc., or a structure that is unsecured and/or breached in such a way as to allow access to the interior space by unauthorized persons.

Applicable Codes - means to include, but not be limited to, Lower Paxton Township's Zoning Ordinance, Property Maintenance Code, Solid Waste and Recyclables Ordinance, and the state and Township Building and Fire Codes.

Enforcement Officer - means any Law Enforcement Officer, Building Official, Zoning Officer, Codes Enforcement Officer, Fire Marshall, or other person authorized by Lower Paxton Township to enforce the applicable code(s).

Default - shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.

Evidence of Vacancy shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due Utility notices and/or disconnected Utilities; accumulation of trash junk or debris; abandoned vehicles, auto parts and/or materials; the absence of furnishings and/or personal items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail; statements by neighbors, passers-by, delivery agents or government agents; and/or the presence of boards over doors, windows or other openings in violation of applicable code.

Foreclosure - shall mean the legal process by which a mortgagee, or other lien holder, terminates a property owner's equitable right of redemption to obtain legal and equitable title to the real property pledged as security for a debt or the real property subject to the lien. This definition shall include, but is not limited to, public notice of default, a deed-in-lieu of foreclosure, sale to the mortgagee or lien holder, certificate of title and all other processes, activities and actions, by whatever name, associated with the described process. The process is not concluded until the property obtained by the mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien

Mortgagee - means the creditor, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement, excluding government entities.

Owner - Owner means any person, firm, corporation or other legal entity who, individually or jointly or severally with others, holds the legal or beneficial title to any building, facilities, equipment or premises subject to the provisions of this chapter.

Real Property - means any improved residential or commercial land, buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in Lower Paxton Township. Developed lots are considered improved land.

Registrable Property –

- a. Any real property located in Lower Paxton Township, whether vacant or occupied, that is encumbered by a mortgage in default, is subject to an ongoing foreclosure action by the Mortgagee or Trustee, has been the subject of a foreclosure action by a Mortgagee or Trustee and a Judgement has been entered, or has been the subject of a foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale.

The designation of a "default/foreclosure" property as "registrable" shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm's length transaction or the foreclosure action has been dismissed and any default on the mortgage has been cured.

- b. Any property that is vacant for more than thirty (30) days or any cancellation of Utility or Service, whichever occurs first.

Semi-Annual Registration - shall mean 6 months from the date of the first action that requires registration, as determined by Lower Paxton Township, or its designee, and every subsequent 6 months. The date of the initial registration may be different than the date of the first action that required registration

Vacant - means any parcel of land in Lower Paxton Township that is not legally occupied. Vacant property does not mean property that is temporarily unoccupied while the residents are away on vacation, personal matters or business, or is not intended by the owner to be left vacant, so long as the period does not exceed thirty (30) days.

§ 152.3 Applicability.

These sections shall be considered cumulative and not superseding or subject to any other law or provision for same, but rather be an additional remedy available to Lower Paxton Township above and beyond any other state or Township provisions for same.

§ 152.4 Establishment of a Registry.

Pursuant to the provisions of Section 152.5, Lower Paxton Township, or its designee, shall establish a registry cataloging each Registrable Property within the Township, containing the information required by this Chapter.

§ 152.5 Registration of Defaulted Mortgage Real Property

A. Any Mortgagee who holds a mortgage on real property located within Lower Paxton Township shall perform an inspection of the property to determine vacancy or occupancy, upon default by the mortgagor. The Mortgagee shall, within ten (10) days of the inspection, register the property with the Code Enforcement Department, or its designee, on forms or other manner as directed, and indicate whether the property is vacant or occupied. A separate registration is required for each property, whether it is found to be vacant or occupied.

B. Registration pursuant to this section shall contain the name, direct mailing address, a direct contact name, telephone number, and e-mail address for the Mortgagee/ Trustee, and the Mortgage Servicer, and the name and twenty-four (24) hour contact phone number of the local property management company responsible for the security and maintenance of the property who has the authority to make decisions concerning the abatement of nuisance conditions at the property, as well as any expenditure in connection therewith.

C. Mortgagees who have existing registrable property on the effective date of this ordinance have 30 calendar days from the effective date to register the property with the Code Enforcement Department,

or its designee, on forms or other manner as directed, and indicate whether the property is vacant or occupied. A separate registration is required for each property, whether it is vacant or occupied.

D. Any previous unpaid registration fees are the responsibility of the new Mortgagee or Trustee and are due and payable with their initial registration. Except if it is determined that the transferee is exempt from paying fees then the previous mortgagee will not be released from the responsibility of paying all previous unpaid fees and fines, regardless of who the mortgagee was at the time when registration was required, including but not limited to unregistered periods during the foreclosure process. The provisions of this section are cumulative with and in addition to other available remedies.

E. If the servicing rights for a mortgage on a registrable property are sold or transferred, the registration must be updated to include all the new Servicer information within 10 days of the servicing transfer.

F. Any previous unpaid registration fees are the responsibility of the new Registrable property owner and are due and payable with their initial registration. Except if it is determined that the transferee is exempt from paying fees then the previous mortgagee will not be released from the responsibility of paying all previous unpaid fees and fines, regardless of who the mortgagee was at the time when registration was required, including but not limited to unregistered periods during the foreclosure process. The provisions of this section are cumulative with and in addition to other available remedies.

G. As long as the property is Registrable it shall be inspected by the Mortgagee, or designee, monthly. If an inspection shows a change in the property's occupancy status the mortgagee shall, within ten (10) days of that inspection, update the occupancy status of the property registration.

H. A non-refundable semi-annual registration fee of \$300.00 shall accompany each registration pursuant to this section.

I. If the Registrable Property is not registered, or the registration fee is not paid within thirty (30) days of when the registration or renewal is required pursuant to this section, a late fee equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty-day period (30), or portion thereof, the property is not registered and shall be due and payable with the registration.

J. All registration fees must be paid directly from the Mortgagee, Trustee, Servicer, or Owner. Third Party Registration fees are not allowed without the consent of Lower Paxton Township and/or its authorized designee.

K. Properties subject to this section shall remain under the semi-annual registration requirement, and the inspection, security and maintenance standards of this section as long as they are registrable.

L. Until the mortgage or lien on the property in question is satisfied, or legally discharged, the desire to no longer pursue foreclosure, the filing of a dismissal of lis pendens and/or summary of final judgment and/or certificate of title, voluntary or otherwise, does not exempt any Mortgagee holding the defaulted mortgage, from all the requirements of this article as long as the borrower is in default.

M. Any person or legal entity that has registered a property under this section must report any change of information contained in the registration within ten (10) days of the change.

N. Failure of the Mortgagee to properly register or to modify the registration information within (10) days of the action requiring the update to reflect a change of circumstances as required by this article is

a violation of the article and shall be subject to enforcement and any resulting monetary penalties and/or property liens

O. Pursuant to any administrative or judicial finding and determination that any property is in violation of this article, Lower Paxton Township may take the necessary action to ensure compliance with and place a lien on the property for the cost of the work performed to benefit the property and bring it into compliance.

P. Properties subject to this chapter shall be maintained in accordance with the applicable code(s) of Lower Paxton Township.

§152.6 Inspection and Registration of Real Property that is not Subject to a Mortgage in Foreclosure

a. Any Owner of Vacant property located within the Township shall within ten (10) days after the property becomes Vacant, register the Real Property with the Township Registry.

b. Initial registration pursuant to this section shall contain at a minimum the name of the Owner, the mailing address of the Owner, e-mail address, and telephone number of the Owner, and if applicable, the name and telephone number of the Property Manager and said person's address, e-mail address, and telephone number.

c. At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of three hundred dollars (\$300.00) for each Vacant property. Subsequent non-refundable Semi-Annual renewal registrations of Vacant properties and fees in the amount of <FEE AMOUNT> are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Vacant properties, and (3) for any related purposes as may be adopted in the policy set forth in this Chapter. Said fees shall be deposited to a special account in the <GOVERNED AREA>'s Department dedicated to the cost of implementation and enforcement of this Ordinance, and fulfilling the purpose and intent of this Chapter.

d. If the property is sold or transferred, the new Owner is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Owner shall register the Vacant property or update the existing registration. The previous Owner(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Owner's involvement with the Vacant property.

f. If the Vacant property is not registered, or either the registration fee or the Semi-Annual Registration fee is not paid within thirty (30) days of when the registration or Semi-Annual Registration is required pursuant to this section, a late fee shall be equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty (30) day-period, or portion thereof, the property is not registered and shall be due and payable with the registration. This section shall apply to the initial registration and registrations required by subsequent Owners of the Vacant property.

g. Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property is Vacant.

- h. Failure of the Owner to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the Township.
- i. If any property is in violation of this Chapter the Township may take the necessary action to ensure compliance with and place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.
- j. Properties registered as a result of this section are not required to be registered again pursuant to the Foreclosure mortgage property section.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Repealer. All ordinances or parts of ordinances in conflict herewith, are and the same are hereby repealed. Section 5. Codification. It is the intention of the Board of Supervisors, that the provisions of this Ordinance shall become and be made a part of the Lower Paxton Township Code of Ordinances; and that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Effective Date. This Ordinance shall take effect and be in force five (5) days after its enactment.

DULY ENACTED AND ORDAINED INTO LAW as Ordinance No. 19-08

this ____ day of _____, 2020 by the Board of Supervisors of Lower Paxton Township.

ATTEST:

**BOARD OF SUPERVISORS
LOWER PAXTON TOWNSHIP**

Secretary

By: _____
Chairman

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA STATE POLICE
AUTOMOBILE THEFT/MOTOR VEHICLE INSURANCE FRAUD
INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT, is entered into by and between the Commonwealth of Pennsylvania, acting through the Pennsylvania State Police and Lower Paxton Township ("Local Entity").

WHEREAS, the Pennsylvania State Police has established a municipal automobile theft/motor vehicle insurance fraud task force program (Task Force) throughout Pennsylvania to coordinate automobile theft and motor vehicle insurance fraud prevention, investigation and enforcement activities.

WHEREAS, the Local Entity intends to participate in and is a necessary part of Task Force activities;

WHEREAS, the Automobile Theft Prevention Act, **40 P.S. 326.1**, provides for the funding of the Automobile Theft Prevention Trust Fund to provide, inter alia, financial support to law enforcement, correctional agencies, prosecutors, and other governmental agencies, for programs designed to reduce automobile theft and to improve the administration of automobile theft laws;

WHEREAS, the Pennsylvania State Police is the recipient of grant monies from the Automobile Theft Prevention Trust Fund which it intends to use, in part, to reimburse certain expenses incurred by the Local Entity associated with participation in Task Force activities;

WHEREAS, the parties wish to establish the administrative framework for payment by the Pennsylvania State Police from grant monies, when sufficient grant monies are available, to reimburse the Local Entity for certain Task Force related

expenses.

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

1. Dedicated Officer. The Local Entity will assign a dedicated officer to the Task Force, whose sole responsibility shall be activities undertaken in support of, and at the direction of, the Task Force. Within ten (10) days of the effective date of this agreement, the Local Entity shall provide to the Pennsylvania State Police the name, title, badge or ID number of the officer assigned to the Task Force along with the hourly wage and hourly overtime wage rate for the officer.

A. PSP Approval of Dedicated Officer. The Local Entity shall provide the name of the proposed dedicated officer to the Pennsylvania State Police Bureau of Criminal Investigations Operations Commander for approval by PSP prior to assignment to the Task Force.

2. Salary Reimbursement. The Local Entity may request reimbursement for the payment of salary (to include cost of benefits) overtime, vehicle leasing, cellular telephone, gasoline and vehicle expense, training related expenses and pre-appropriated miscellaneous expenses directly related to work performed by its officer assigned as a member of the Task Force.

A. Payment. The Local Entity shall provide to the Pennsylvania State Police within 10 days of the signing of this agreement, the name, title, telephone number and address of the contact person for the Local Entity to whom payments for salary, overtime, vehicle leasing cellular telephone, gasoline and vehicle expenses, training related expenses and pre-appropriated miscellaneous expenses reimbursement should be made.

1. Participation in the Pennsylvania Electronic Payment

Program (PEPP) is required to receive payment. Enrollment information for PEPP can be obtained and completed online at www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf.

Waivers to this provision can be issued on a case-by-case basis, only when strong justification exists for such waiver.

2. The Commonwealth will make payments to the recipient through the Automated Clearing House Network (ACH). Within 10 days of the grant award, the recipient must submit or must have already submitted its ACH and electronic addenda information, if desired, to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street-9th Floor, Harrisburg, PA 17101.

3. The recipient must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the recipient to properly apply the state agency's payment to the respective invoice or program.

4. It is the responsibility of the recipient to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

B. Invoicing. Invoices for the payment of expenses shall be submitted to the Pennsylvania State Police to arrive no later than 30 days

following the reimbursable calendar quarter. Invoices received after this period will not be reimbursed. Non-reimbursed costs shall be borne by the Local Entity. All expenses shall be certified by an authorized representative of the Local Entity as accurate and reflecting only amounts for reimbursable expenses incurred in support of Task Force Activities.

C. Maximum Amounts Reimbursable. All reimbursable expenses incurred and reported to the Pennsylvania State Police during the first quarter shall not exceed the following maximum. Any expenses reported for the first quarter, which are greater than the maximum, shall be borne by the Local Entity. During the term of this agreement, any remaining balance from a prior quarter shall be rolled and added to the following quarter. Any expense reported, which is greater than the cumulative total, shall be borne by the Local Entity.

First Quarter	___ N/A _____
Second Quarter	___ N/A _____
Third Quarter	_____
Fourth Quarter	_____

D. No Employment Relationship Created. The Local Entity acknowledges that it remains fully responsible for its obligations as the employer of the officer assigned to the Task Force and is responsible for the payment of salary, overtime earnings, withholdings, insurance coverage and all other requirements by law, regulations, ordinance or contract regardless of the reimbursable expenses incurred.

E. Approval Required. All requests for reimbursement incurred by the Local Entity must be approved and certified by the Pennsylvania State Police.

Further, no requests for payment of overtime expenditures shall be paid unless the request is approved in advance.

F. Maximum Total Reimbursement. The maximum reimbursement to the Local Entity for salary, overtime, vehicle leasing, cellular telephone, gasoline and vehicle expenses, training related expenses and pre-appropriated miscellaneous expenses is _____. This amount is contingent upon the receipt of sufficient grant monies from the Automobile Theft Prevention Trust Fund to satisfy the requests for reimbursement.

G. Audit. This agreement and its procedures are subject to audit by the Automobile Theft Prevention Trust Fund Authority, the Pennsylvania State Police and any other governmental body duly authorized by law. The Local Entity agrees to permit such audits and agrees to maintain all records relating to any reimbursed expense for a period of not less than three (3) years; and in the event of an audit, until such audit is completed.

3. Independent Contractors. Each party shall be an independent contractor and responsible for its own employees and for the acts of its employees under this Agreement pursuant to law. Each party shall provide such public liability and other insurance as appropriate to protect against any claims arising out of that party's performance under this Agreement and not otherwise provided. Nothing in this Agreement shall be construed to limit the Commonwealth's rights, claims or defenses that arise as a matter of law or pursuant to any provision of this Agreement. Nothing in this Agreement shall be construed to limit the sovereign immunity of the Commonwealth.

4. Amendments and Modifications. No alterations or variations to this

Agreement shall be valid unless made in writing and signed by the parties. Amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as the original Agreement.

5. Third Parties Not To Benefit. The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.

6. Dispute Resolution. Any dispute regarding the interpretation or application of this Intergovernmental Agreement shall be submitted to the Office of General Counsel for resolution.

7. Term. This Agreement will become effective as of the Effective Date, as defined below, and will remain in effect for a period of one year and may be renewed upon agreement, subject to availability of necessary funding. This agreement may be terminated at any time by either party contingent upon a 30-day written notice of their intent to terminate. The Effective Date of this Agreement shall be the date that it has been fully executed by both parties and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature.

8. Contractor Integrity Provisions. The Local Entity agrees to be bound by the provisions set forth in Appendix A. For purposes of Appendix A, the term contractor shall refer to the Local Entity.

9. Contractor Responsibility Provisions. The Local Entity agrees to be bound by the provisions set forth in Appendix B. For the purposes of Appendix B, the term contractor is defined as the Local Entity.

10. Nondiscrimination/Sexual Harassment Provisions. The Local Entity agrees to be bound by the provisions set forth in Appendix C. For the purposes of Appendix C, the term contractor shall refer to the Local Entity.

11. The Americans with Disabilities Act Provision. The Local Entity agrees to be bound by the provisions set forth in Appendix D. For the purposes of Appendix D, the term contractor is defined as the Local Entity.

12. The Pennsylvania Right-to-Know Law. The Pennsylvania Right-to-Know Law applies to this agreement. The Local Entity agrees to be bound by the provisions set forth in Appendix E. For the purposes of Appendix E, the term contractor shall refer to the Local Entity.

13. Offset. The Local Entity also agrees that the Commonwealth may set off the amount of any state liability or other debt of the Local Entity or its subsidiaries that is owed to the Commonwealth and is not being contested on appeal, against any payments due to the Local Entity under this or any other grant or contract with the Commonwealth. The Local Entity agrees to be bound by the provisions set forth in Appendix F.

14. Applicable Law. This Agreement will be construed in accordance with Pennsylvania law in accordance with Appendix G.

15. Commonwealth Held Harmless. The Local Entity agrees to hold the Commonwealth Harmless as provided in Appendix H. For purposes of Appendix H, the term contractor shall refer to the Local Entity.

16. Minimum Wage. During the term of this Agreement, the Local Entity agrees to be bound by the provisions set forth in Appendix I. For purposes of Appendix I, the term contractor shall refer to the Local Entity.

17. Severability. The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth and the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected.

18. Entire Agreement. This Agreement, together with Appendices A through I, constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements. Previous provisions, understandings and terms will no longer be honored by the Pennsylvania State Police after the effective date of this Agreement.

Signature Page Follows

Approved in the amount of _____ under Appropriate Symbol
6016000001 2042021241 6343117 Contract # _____ Local Municipal
Resources & Development 100% Commonwealth Funds.

Comptroller PSP

Distribution Schedule (Maximum Amounts Anticipated)

Jul – Sep _____ Oct - Dec _____ Jan - Mar _____ Apr – June _____
____ N/A _____ ____ N/A _____ _____

Local Entity: Vendor ID # _____
Address Information

APPENDIX A

CONTRACTOR INTEGRITY PROVISIONS (1/14/2015)

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

1. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

a. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

c. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.

d. "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

e. "Financial Interest" means either:

(1) Ownership of more than a five percent interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

f. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. ~~The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.~~

g. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

(1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

(2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

(3) had any business license or professional license suspended or revoked;

(4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

(5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.

g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. ~~Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.~~

i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for

interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

APPENDIX B

CONTRACTOR RESPONSIBILITY PROVISIONS (10/25/2010)

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

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

APPENDIX C

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE (August 2018)

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.

4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.

6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

9. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

10. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

APPENDIX D

PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT* (10/14/2011)

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

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

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

APPENDIX E

RIGHT TO KNOW LAW

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the

Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

APPENDIX F

OFFSET PROVISION (10/25/2010)

The Contractor agrees that the Commonwealth of Pennsylvania (Commonwealth) may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the contractor under any contract with the Commonwealth.

APPENDIX G

GOVERNING LAW

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have *in personam* jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

APPENDIX H

COMMONWEALTH HELD HARMLESS

a. The contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this contract, provided that the Commonwealth gives the Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. §732-101, et seq.) the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of the Contractor made in the defense of such suits.

b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

APPENDIX I
ENHANCED MINIMUM WAGE PROVISIONS (July 2018)

1. Enhanced Minimum Wage. Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
2. Adjustment. Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
3. Exceptions. These Enhanced Minimum Wage Provisions shall not apply to employees:
 - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
 - b. covered by a collective bargaining agreement;
 - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - d. required to be paid a higher wage under any state or local policy or ordinance.
4. Notice. Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
5. Records. Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
6. Sanctions. Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
7. Subcontractors. Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

**LOWER PAXTON TOWNSHIP
DAUPHIN COUNTY**

RESOLUTION 20-05

DISPOSITION RESOLUTION FOR DESTRUCTION OF SPECIFIC RECORDS

RESOLVED by the Board of Supervisors of Lower Paxton Township, Dauphin County, Pennsylvania, that

WHEREAS, by virtue of Resolution No. 09-27, adopted July 7, 2009, Lower Paxton Township declared its intent to follow the schedules and procedures for the disposition of records as set forth in the Municipal Records Manual approved December 16, 2008, and,

WHEREAS, by virtue of Resolution No. 10-06, adopted February 2, 2010, Lower Paxton Township amended Resolution No. 09-27 to follow the revised Municipal Records Manual approved July 23, 2009,

WHEREAS, in accordance with Act 428 of 1968, each individual act of disposition shall be approved by resolution of the governing body of the municipality;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Lower Paxton Township, Dauphin, County, Pennsylvania, in accordance with the above cited Municipal Records Manual, hereby authorizes the disposition of the public record listed in Appendix A.

RESOLVED, this 4th day of September, 2018.

ATTEST:

LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS

Chris Judd, Secretary

Lowman S. Henry, Chairman

SEAL

Resolution 2020 – tbd2

Appendix - A

DEPARTMENT	RECORD TITLE	YEAR	TOTAL CUBIC FT.	# OF BOXES	RETENTION PERIOD (Yrs.)	PAGE/SECTION
Police	House Check Forms	1/2019 – 12/2019	3.3	.25	30 days	PO-25
Police	Peddler/Transient Permits	2016	3.3	.25		PO-20
Police	Motor Vehicle Accidents	2011-2014			Until Completed	PO-18
Police	Abandon Vehicles	2017	3.3	.25	2	PO-18
Police	Parking Tickets	2018	3.3	.25	1	PO-18
Police	Written Warnings	2017	19.8	1.5	2	PO-18
Police	Daily Vehicle Sheets	2015, 2016	26.4	2	3	PO-10
Police	Hearing Reports	2016	13.2	1	3	PO-10
Police	Daily Schedule	2014, 2015,2016	13.2	1	3	PO-10
Police	Copy of Payroll	2014, 2015, 2016	13.2	1	3	PO-10
Police	Backgrounds	2015, 2016, 2017	3.3	.25	2	PO-9
Police	False Alarms	2015, 2016	6.6	.50	Until Completed	PO-5
Police	Citations (Traffic & Non-Traffic)	2016	6.6	.50	3	PO-4

LOWER PAXTON TOWNSHIP
Dauphin County, Pennsylvania

ORDINANCE NO. 20-01

AN ORDINANCE APPROVING THE VACATION OF A PORTION OF
CONWAY ROAD TO CONWAY ASSOCIATES, LLC

WHEREAS, a segment of Conway Road (T-844) located in Lower Paxton Township (the "Township"), to the west of Nyes Road (S.R. 2019) and to the east of Seemore Drive (T-393), on the property owned by Conway Associates, LLC, has been realigned and reconstructed ("Conway Road Realigned") as part of the development of a residential community in accordance with the Kendale Oaks Phase IV Final Subdivision Plan prepared by Dauphin Engineering Company, dated November 14, 2012, last revised January 18, 2013, and recorded on August 28, 2013 in the Recorder of Deeds in and for Dauphin County at Instrument No. 20130027111;

WHEREAS, Section 2304 of the Second Class Township Code ("Code"), Act of May 1, 1933 (P.L. 103, No. 69), reenacted and amended November 9, 1995 (P.L. 350, No. 60), as amended, provides that the Lower Paxton Township Board of Supervisors ("Board") may by ordinance vacate parts of roads located within the Township pursuant to public notice and a hearing;

WHEREAS the Board has held a hearing and has determined to vacate the portion of Conway Road, located in Lower Paxton Township, as depicted on Exhibit A, which is attached hereto and made a part hereof, to become effective immediately; and

WHEREAS Conway Road Realigned has been inspected and approved by the Township for public use; and

WHEREAS Conway Road Realigned has been accepted for dedication by the Township pursuant to Lower Paxton Township Resolution 19-25;

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Supervisors of Lower Paxton Township, Dauphin County, Pennsylvania, as follows:

Section 1. That certain strip of land owned by Conway Associates, LLC in Lower Paxton Township, depicted on Exhibit A and described on Exhibit B attached hereto, comprising a portion of the right-of-way of Conway Road, shall be vacated upon the effective date of this Ordinance (the "Existing Right-of-Way").

Section 2. Within fourteen (14) days of the effective date of this Ordinance, the Board shall confirm the reversion of the Existing Right-of-Way to Conway Associates, LLC, by executing and delivering to Conway Associates, LLC, a quitclaim deed in a form substantially similar the attached Exhibit C.

Section 3. The proper officers, employees and solicitors of the Township are hereby authorized and directed on behalf of the Township to execute any and all documents and to do or to cause to be done any and all acts and things which may be necessary or appropriate to effect the provisions and purposes of this Ordinance.

Section 4. This Ordinance shall become effective immediately.

ENACTED AND ORDAINED by the Board of Supervisors of Lower Paxton Township on this _____ day of _____, 2020.

ATTEST:

LOWER PAXTON TOWNSHIP

By: _____
Chris Judd, Secretary

By: _____
Lowman S. Henry, Chairman



LOWER PAXTON TOWNSHIP

425 PRINCE STREET, HARRISBURG, PA 17109
PHONE: (717) 657-5600 FAX: (717) 724-8311
www.lowerpaxton-pa.gov

BOARD OF SUPERVISORS

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CHAIRMAN

GARY A. CRISSMAN
VICE CHAIRMAN

CHRIS JUDD
SECRETARY

ROBIN L. LINDSEY

NORMAN C. ZOUMAS

MEMO TO: Board of Supervisors

FROM: Amanda Zerbe, Community Development Manager *AZ*
Nick Gehret, Zoning Officer

DATE: January 16, 2020

**SUBJECT: Preliminary/Final Land Development Plan for the Allentown Boulevard
Warehouse
Plan#19-09
Time Extension: February 11, 2020**

Plan Summary:

The Preliminary/Final Land Development Plan for the Allentown Boulevard Warehouse proposes to develop the 14.53 acres lot located East of Elderberry Lane and along Allentown Boulevard (Parcel No: 35-034-011) into a Flex Warehouse. The property is in the (LI) Light Industrial Zoning District.

The proposed warehouse will have a building footprint of 100,500 SF with up to 32 loading docks to serve the building. Additional site improvements will include associated landscaping, vehicular parking, and stormwater facilities.

The site will be served by public sewer and water supply.

This Plan was approved at the January 8, 2020 Planning Commission Meeting.

Waiver Requests:

1. [SLDO: 180-508/509] The applicant is requesting a waiver for the requirement to provide sidewalks, curbing, street widening, and drainage improvements along Allentown Boulevard and Jonestown Road. Currently, no sidewalks exist on adjacent properties on either road.

We support this waiver request.

2. [SLDO: 170-502.L.3/180-510.A] The applicant requests to waive the 3:1 slope requirement in fill condition. Due to flood-zones and steep slope constraints of the site, the applicant believes a 2:1 slope is necessary for cut and fill slopes.

We support this waiver request. The applicant provided a slope stability report indicating the 2:1 slopes are feasible on this site. It is recommended that the slope is vegetated and stabilized as soon as possible.

3. [SLDO: 180-515.C.3] The applicant is requesting a waiver of the requirement to provide perimeter landscaping around parking lots due to a proposed stormwater easement, Right-of-Way, and clear sight triangle in the Northeast corner of the site.

We support this waiver request.

Administrative Items to be Addressed Prior to Plan Approval

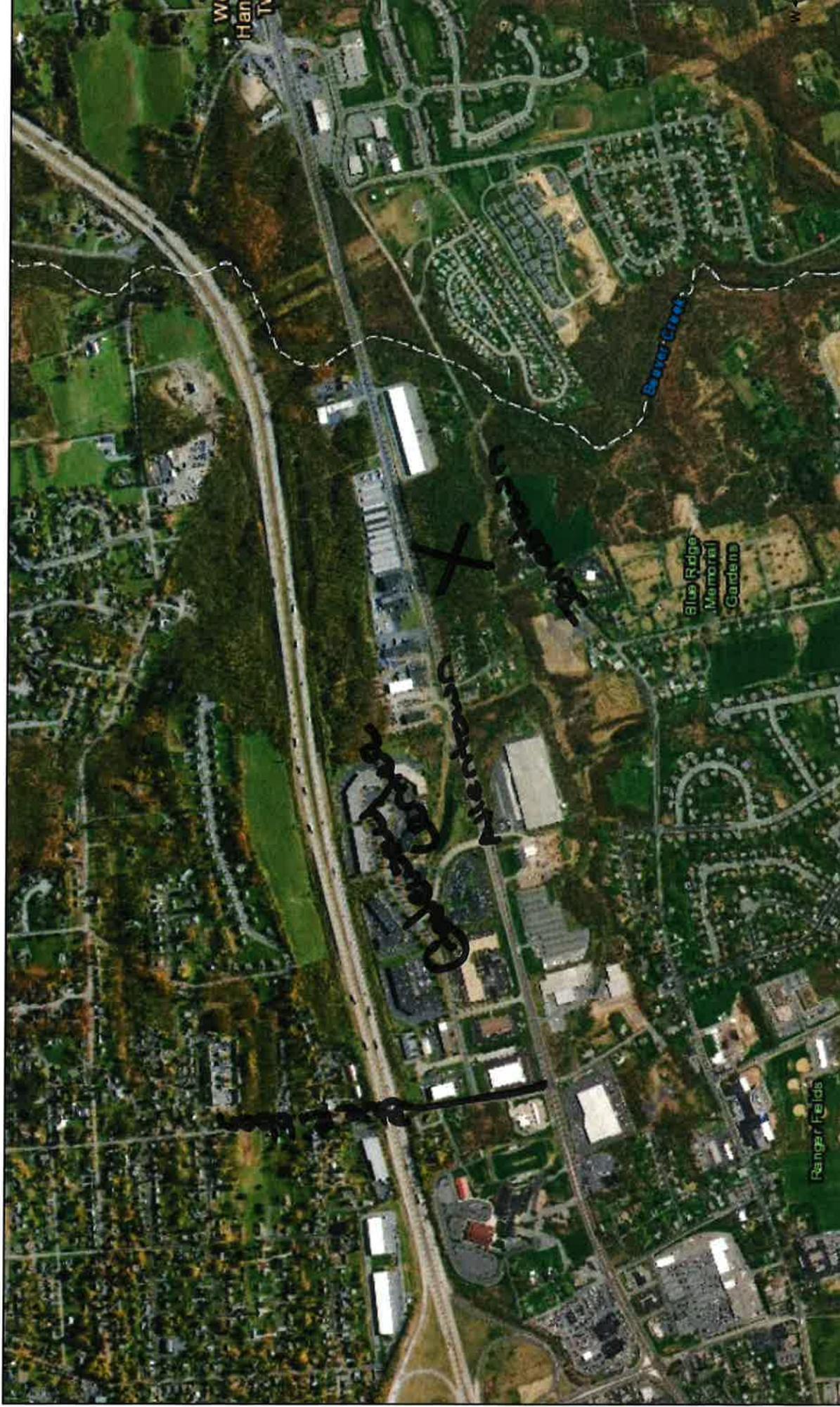
1. A Zoning Permit shall be required for the plan. [ZO: 103.A.2
2. Provide all required signatures and seals on the plan.
3. Upon approval, provide an electronic file of the complete plan set and any other technical plans on a compact disk (CD).
4. Provide evidence of review and approval of the proposed sanitary sewer system design from the Lower Paxton Township Authority.

General Comments:

1. The plan has been reviewed by the Township Fire Marshall, SCEMS, Fire Chief and Public Safety. Comments from the Traffic Safety Unit dated August 2, 2019 must be addressed.
2. Plan approval shall be subject to addressing all comments of Andrew Bomberger, TCRPC.
3. Plan approval shall be subject to addressing all 16 comments as stated in the memo dated December 19, 2019 from Jason Hinz, HRG.

After all conditions of the plan are met, the applicant will be responsible for recording the plan with the Dauphin County Recorder of Deeds and provide the Township with two recorded copies.

Aligentown Storage



January 16, 2020

ROAD NAMES

1:16,523
0 0.125 0.25 0.45 0.9
0 0.225 0.45 0.9

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the G
community
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/
USDA, USGS, AeroGRID, IGN, and the GIS User Community



Herbert, Rowland & Grubic, Inc.
Engineering & Related Services

**SUBDIVISION AND LAND DEVELOPMENT PLAN
REVIEW REPORT #3**

**TO: Amanda Zerbe, Zoning Officer
Lower Paxton Township**

DATE: December 19, 2019

**RE: Preliminary/Final Land Development Plan
Allentown Blvd Warehouse**

We have completed our review of the following information for the above-referenced project:

Submission:	Dated:	Last Revised:
Plan Sheets 1-19 of 19	April 3, 2019	December 3, 2019
PCSM Narrative and Calcs	April 3, 2019	December 2, 2019
PNDI Receipt	July 2, 2019	---
Wetland Investigation Report	December 4, 2019	---
Opinion of Propbable Cost	December 3, 2019	---
SUEZ "Will Serve" Letter	February 21, 2019	---

The Applicant has requested the following modifications, waivers, and deferrals:

	Requested Waivers:	Ordinance Section:
1	<p>Sidewalks, Curbing, Street Widening, and Drainage Improvements.</p> <p>The applicant requests to waive the installation of sidewalks, curbing, street widening, and drainage improvements along Allentown Boulevard and Jonestown Road, as no sidewalks exist on adjacent properties on either road.</p> <p>We support this waiver request for this reason.</p>	Chapter 180-508/509
2	<p>Fill Slopes and Basin Berm Slopes</p> <p>The applicant requests to waive the 3:1 slopes requirement in fill condition. Due to flood-zones and steep slope constraints of the site, they believe 2:1 slopes are necessary for cut and fill slopes.</p> <p>We support this waiver request for this reason. The applicant provided a slope stability report indicating the 2H:1V slopes are feasible on site. It is recommended that the slope is vegetated and stabilized as soon as possible. Short term stabilization until vegetation is established may be accomplished using a jute matting, or equivalent.</p>	Chapter 170-502.L.3/ 180-510.A
3	<p>Perimeter Landscaping Around Parking Lots</p> <p>The applicant requests to waive the perimeter landscaping requirements for parking due to a proposed stormwater easement, right-of-way, and clear sight triangle in the northeast corner of the site.</p> <p>We support this waiver request for this reason.</p>	Chapter 180-515.C.3

We offer the following comments:

Administrative Items to be Addressed Prior to/Upon Plan Approval

1. A Zoning Permit shall be required for the plan (203-103.A.2).
2. A Certificate of Occupancy shall be required for the plan (203-103.A.3).
3. As the proposed earth disturbance associated with the plan exceeds 5,000 S.F., the Erosion and Sediment Pollution Control Plan shall be submitted to the Dauphin County Conservation District for review. Once received, provide copies of the Erosion and Sediment Pollution Control Plan adequacy letter from the Dauphin County Conservation District and approved Erosion and Sediment Pollution Control Plans (203-501.B & 170-602.C.3&4).
4. Prior to the erection of any signs, a sign plan shall be submitted to the Township for review and approval (203-701).
5. Provide evidence that either approval of the DEP Sewage Facilities Planning Module or similar documentation has been granted by DEP or that such approval is not required (180-404.E.5).
6. Provide all signatures prior to final approval of the plan (180-404.E.1).
7. Provide a report from the Lower Paxton Township Authority indicating the proposed design has been reviewed and approved (180-404.E.11).
8. Provide an executed security agreement and financial security in a form prescribed in this Ordinance and in amount approved by the Township Engineer (180-404.E.13).
9. Upon approval, provide an electronic file of the complete plan set and any other technical plans on a compact disk (CD) in accordance with Section 180-308 (180-404.E.16).
10. The Landscaping Plan shall be sealed by a Registered Landscape Architect (180-515.G.1).
11. Provide evidence of approval of the proposed arterial streetscape buffer yard design and proposed street tree species from the Township Shade Tree Commission (203-803.D. & 180-515.E.2.i).
12. The applicant shall pay all required fees prior to recording the plan (180-1105).
13. The applicant shall submit a signed Operations and Maintenance (O&M) Agreement from Appendix A (170-602.C.1).
14. Once received provide a copy of the NPDES permit for the project. Reference to the approval number shall be listed on the plan once known (170-602.C.4).
15. The applicant shall provide verification that the Post Construction Stormwater Management Plan and O&M Agreement have been recorded within 30 days following plan approval (170-1203.A).

Allentown Blvd Warehouse
December 19, 2019
Page 3

16. The applicant shall schedule all required inspections a minimum of two (2) days prior to beginning the construction of any improvement under an approved plan. (170-901).

This review is based solely on the documents referenced above and does not relieve the design professional of any responsibility, nor does it imply any design responsibility by Herbert, Rowland & Grubic, Inc.



Jason R. Hinz, P.E.
Herbert, Rowland & Grubic, Inc.

JRR/JRH/LB

R000184.0002 (Phase 4663)

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c: Elliot Shibley, RLA (Elliot@IntegratedDP.com)
Shirley Hepschmidt (SHepschmidt@lowerpaxton-pa.gov)
Nick Gehret (ngehret@lowerpaxton-pa.gov)
Andrew Bomberger (abomberger@tcrpc-pa.org)

Plan No. 19-033

Plat Specifications	Yes	No	N/A
1. Name of proposed subdivision/land development shown	✓		
2. Owner/developer name, address & telephone number shown	✓		
3. Municipality name shown	✓		
4. Tax parcel number/Deed reference shown/Instrument #	✓		
5. North point shown	✓		
6. Map scale shown (written/graphic)	✓		
7. Date of plan preparation shown	✓		
8. Certification of surveyor/engineer/landscape architect shown <i>(need seal/sign)</i>		✓	
9. Location map shown	✓		
10. Total property map (bearings, distances, area, primary control point) shown	✓		
11. Names of adjacent landowners/subdivision shown	✓		
12. Lot numbers shown	✓		
13. Lot dimensions shown <i>(as surveyed)</i>	✓		
14. Lot areas shown	✓		
15. Permanent monuments and markers shown	✓		
16. Building setbacks shown	✓		
17. Existing natural features shown -		✓	
Wetlands			
Floodplains			
Woodlands, streams, etc.	✓		
18. Contours at required interval shown	✓		
19. Easements shown and identified	✓		
20. Existing man-made features shown -			✓
Building (s)			
Storm drainage facilities	✓		
Sewer mains	✓		
Water mains	✓		
21. Proposed man-made features shown -			
Building (s)	✓		
Storm drainage facilities	✓		
Sewer disposal - public(✓) on-lot ()	✓		
Water supply - public (✓) well ()	✓		
22. Existing streets shown -			
Name	✓		
R/W width	✓		
Paving width	✓		
Dedicated R/W width			✓
23. Proposed streets shown -			✓
Name			
R/W width			✓
Paving width			✓
Profiles			✓
24. Curbs shown	✓		
25. Sidewalks shown		✓	
26. Existing and proposed coverage shown	✓		
27. Parking schedule provided shown	✓		
28. Traffic study completed			✓
29. Recreation area shown/fee in-lieu-of provided			✓
30. Erosion and sedimentation control plan shown	✓		
31. Statement of ownership, signature and notarization shown <i>(need sign/notar.)</i>		✓	
32. Dedicatory statement shown	✓		
33. Approval blocks shown		✓	
34. PADOT Highway Occupancy Permit statement shown	✓		
35. Consistency with Future Land Use plans -			
County plans	✓		
Municipal plans	✓		



Kim Genetti
6310 Allentown Boulevard
Suite 104
Harrisburg, PA 17112
(717) 920-6320
(717) 564-0448
Kim.genetti@suez.com

February 21, 2019

JVH Excavating
Scott Gergal
700 Ayers Avenue
Lemoyne, PA 17043

SUBJECT: Ability to Serve:
6730 Allentown Boulevard
Lower Paxton Township, Dauphin County, PA

Dear Mr. Gergal:

This is to acknowledge that Suez Water Pennsylvania (SUEZ) has received your request for water service for the above site and determined that it is within SUEZ's existing franchise area. Water service to the proposed site will be provided by connecting to the existing watermain located in the intersection of Allentown Boulevard and Shannon Drive and extending the watermain along the frontage of the proposed lot.

The cost of this extension along with all on site water infrastructure will be at the owner/developers expense. With the extension of this water main, SUEZ would be able to provide water pressure and capacity to serve your site.

A SUEZ specified meter pit/vault will be required for each service in the proposed subdivision. The meter pit/vault must be installed as part of the water system prior to SUEZ's acceptance of the water system. The meter pit/vault must be installed within 5 feet of each service curb stop. The curb stop must be installed on the public right-of-way or easement line as designed by SUEZ. The meter pit/vault must be installed in a non-traffic area.

Service will be provided in accordance with the terms and conditions set forth in SUEZ's filed Pennsylvania Utility Commission (PUC) Tariff, as amended or modified from time to time. All SUEZ facilities must be installed by a SUEZ Pre-qualified Contractor.

The next step in SUEZ providing service to the proposed site requires submittal of a package containing the following items:

- An electronic copy of the final approved subdivision plan in AutoCAD 2018 or earlier,
- A hard copy of the approved subdivision plan signature page,
- A letter from the local municipality official approving all proposed fire hydrant locations and that the local municipality agrees to pay SUEZ the monthly fee for any public fire hydrants when the water facilities are complete and accepted by SUEZ,



- A check for \$1,000 payable to Suez Water Pennsylvania which covers the costs of water main design. The \$1000 is non-refundable; however, it will be applied to the final cost of the project.

Enclosed is an information package including a sample water main extension agreement, SUEZ's pre-qualified contractor list, the procedures and cost associated with developer projects, a meter sizing form, and a list of SUEZ contacts.

This project will be scheduled for design when the complete submittal package is received by SUEZ.

This letter will expire on February 21, 2020. Upon expiration, a new request for ability to serve must be submitted to SUEZ.

Best regards,

A handwritten signature in black ink that reads "Kim Genetti". The signature is written in a cursive style.

Kim Genetti
Engineering Administrative Assistant



**Lower Paxton
Township
Police Department**

425 Prince Street
Harrisburg, Pennsylvania 17109
Telephone: 717-657-5656
Fax: 717-724-8313
www.lowerpaxtonpd.org



Adam Kosheba
Director of Public Safety

TO: Director Kosheba

FROM: Officer Brian McIntyre *BLM34*

THROUGH: Lt. DePasqua/Sgt. Needham

SUBJECT: Review of Allentown Blvd Warehouse, 6700 block of Allentown Blvd.,
Preliminary/Final Land Development Plan for Traffic Issues

DATE: April 15, 2019

After reviewing the preliminary/final land development plan for the yet to be named Allentown Blvd. Warehouse, 6700 block of Allentown Blvd., I have the following comment(s):

- Install Stop Sign (R1-1) at the following locations:
 - The right side of the eastern driveway at Allentown Blvd. to regulate northbound traffic
 - The left side of the eastern driveway at Allentown Blvd. to regulate northbound traffic
 - The right side of the northern trafficway at the intersection with the eastern driveway to regulate eastbound traffic.
 - The left side of the northern trafficway at the intersection with the eastern driveway to regulate eastbound traffic.

- Install All Traffic Must Turn Right Sign (R3-7-1R) at the following locations:
 - Immediately below the two Stop Signs (R1-1) at the eastern driveway at Allentown Blvd. to regulate northbound traffic

- Install Do Not Enter Sign (R5-1) at the following locations:
 - On the right side of the western driveway at the intersection of the northern trafficway to regulate northbound traffic
 - On the left side of the western driveway at the intersection of the northern trafficway to regulate northbound traffic
- Install Horizontal Right One-Way Sign (R6-1R) at the following location:
 - On the center median of Allentown Blvd. directly across from the eastern driveway (exit) to regulate northbound traffic
- Install Reserved Parking Sign (R7-8) at the following locations:
 - Centered in front of the two designated reserved handicap parking spaces on sheet 4 of the Land Development Plan
- Install Van Accessible Sign (R7-8P) at the following locations:
 - Immediately below the two Reserved Parking signs (R7-8)
- Install Reserved Parking Penalties Sign (R7-8F) at the following locations:
 - Immediately below the two Van Accessible signs (R7-8P)
- Install Universal Handicap/Disabled Parking Symbol pavement marking on the two designated reserved handicap parking spaces
- Total signage/pavement markings include the following:
 - 4 – Stop Signs (R1-1)
 - 2 – All Traffic Must Turn Right Signs (R3-7-1R)
 - 2 – Do Not Enter Signs (R5-1)
 - 1 – Horizontal Right One-Way Sign (R6-1R)
 - 2 – Reserved Parking Signs (R7-8)
 - 2 – Van Accessible Signs (R7-8P)
 - 2 – Reserved Parking Penalties Signs (R7-8F)
 - 2 – Universal Handicap/Disabled Parking Symbol (pavement marking)
- All signs and pavement markings shall be posted according to Penn DOT specifications
- Recommend against waiving the installation of sidewalks and curbing along Allentown Blvd. due to the increased volume of pedestrians that walk along the eastbound shoulder of Allentown Blvd at this location mostly to and from Keystone Correctional Services, 7201 Allentown Blvd. This property occupies approximately 1,000 feet along Allentown Blvd. and the posted speed limit is 50 MPH. Requiring a sidewalk along this stretch of roadway would greatly improve pedestrian safety by removing pedestrian traffic from the shoulder of the roadway onto the sidewalk.

Plan Overview Sheet

Name of Plan

Preliminary/Final Land Development Plan Allentown Blvd Warehouse

Location of Plan

Allentown Boulevard

Developer/Owner

JVH Development Group

Planning and Development

Date Assigned: 7/16/19

Zoning Officer Signature: *[Signature]*

Date Due: 8/2/19

Traffic Safety Unit

Recommendations:

REMOVAL OF "35 MPH" SIGN @ EAST EXIT MERGE.
(NOTE 50 MPH ZONE.)

RECOMMEND POSTING "YIELD" SIGNS IN LIEU OF "STOP" SIGNS.
AT EAST EXIT.

Signature: *[Signature]*

Date: 8/1/19

Patrol Division Commander

Signature:

Date:

Approved Disapproved

Codes Enforcement/Fire Official

Recommendations:

IF SPRINKLERED, PLEASE INDICATE FDC PLACEMENT
& PROHIBIT PARKING IN FRONT OF IT.

FDC = Fire Dept Connection

Signature: *[Signature]*

Date: 8/1/19

Approved Disapproved

Chief of Police/Public Safety Director

Recommendations:

ENSURE DEDICATED WATER MAIN TO THE
FACILITY IS OF SUFFICIENT DIAMETER
TO MEET CRITICAL WATER FLOW (GPM)
RATES FOR THE STRUCTURE. MULTIPLE
HYDRANTS AT DISTANCES NO GREATER
THAN 500 FT. AROUND THE STRUCTURE
ARE NEEDED.

Signature: *[Signature]*

Date: 08/02/19

Approved Disapproved



LOWER PAXTON TOWNSHIP

425 PRINCE STREET, HARRISBURG, PA 17109
PHONE: (717) 657-5600 FAX: (717) 724-8311
www.lowerpaxton-pa.gov

BOARD OF SUPERVISORS

LOWMAN S. HENRY
CHAIRMAN

GARY A. CRISSMAN
VICE CHAIRMAN

CHRIS JUDD
SECRETARY

ROBIN L. LINDSEY

NORMAN C. ZOUMAS

MEMO TO: Board of Supervisors

FROM: Amanda Zerbe, Community Development Manager az
Nick Gehret, Zoning Officer

DATE: January 16, 2020

SUBJECT: Preliminary/Final Land Development Plan for OHRC Temple & Community Building
Plan#19-18
Time Extension: April 7, 2020

Plan Summary:

The Preliminary/Final Land Development Plan for the OHRC Temple and Community Building proposes to develop the 8.7-acre lot located north of Crusader Way and along Page Road (Parcel No: 35-071-008). The initial development will consist of the construction of the 19,768 SF Community / Multi-purpose worship building. The 6,000 SF Temple will be constructed at a later date.

Additional site improvements will include associated landscaping, vehicular parking, stormwater management facilities, and passive and active recreation amenities.

The development is proposed to have public water and on-lot septic.

This Plan was approved at the January 8, 2020 Planning Commission Meeting.

Zoning Approval:

Special Exception: *The following Special Exception was granted on November 29, 2018 by the Zoning Hearing Board.*

1. [ZO: 306.B.2] – The applicant has received a Special Exception to construct a place of worship in an R-1 Residential District.

Requested Deferral:

1. [SLDO: 180-508. A.1] The applicant is requesting a deferral of the requirement to install sidewalk along street frontage until such time as when the Temple is constructed, or

sidewalk is installed by others on adjacent property up to the subject OHRC property line.

We are in support of this deferral request.

2. [SLDO: 180-509.A] The applicant is requesting a deferral of the requirement to install curbing along the street frontage until the adjacent properties are developed and required to install the curbing.

We are in support of this deferral request.

Waiver Requests:

3. [SLDO: 180-515. B.8] The applicant is requesting a waiver of the requirement to provide a Buffer Yard planting along the adjacent property.

We support this waiver request as there is still a buffer yard proposed with what appears to be dense landscaping comprised of existing vegetation and proposed plantings associated with the stormwater management facility screenings.

Administrative Comments:

1. A sign permit shall be required for all signage. [ZO: 701]
2. Upon approval, provide an electronic file of the complete plan set and any other technical plans on a compact disk (CD) in accordance with Section 180-308. [SLDO: 180-404.E.16]
3. The applicant shall pay all required fees prior to recording the plan. [SLDO: 180-1105]
4. A Zoning Permit shall be required for the plan. [ZO: 103.A.2]

General Comments:

1. The plan has been reviewed by the Township Fire Marshall, Traffic Safety Unit, Fire Chief, Public Safety Unit and SCEMS. Comments from Sgt Needham and Corporal Puchalski must be addressed.
2. Plan approval shall be subject to addressing all comments of Andrew Bomberger, TCRPC.
3. Plan approval shall be subject to addressing all 16 comments as stated in the memo dated December 23, 2019 from Jason Hinz, HRG.

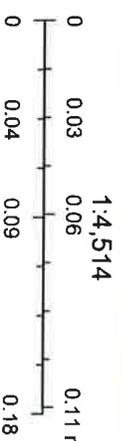
After all conditions of the plan are met, the applicant will be responsible for recording the plan with the Dauphin County Recorder of Deeds and provide the Township with two recorded copies.

Tax Parcel Map



1/16/2020, 2:49:52 PM

Parcels





**SUBDIVISION AND LAND DEVELOPMENT PLAN
REVIEW REPORT #4**

**TO: Amanda Zerbe, Zoning Officer
Lower Paxton Township**

DATE: December 23, 2019

**RE: Final Land Development Plan
OHRC Temple and Community Building**

We have completed our review of the following information for the above-referenced project:

Submission:	Dated:	Last Revised:
Plan Sheets 1-15 of 15	July 10, 2019	November 22, 2019
Post Construction Stormwater Management Report Amendment Supplement	November 13, 2019	---
PennDOT Highway Occupancy Permit Drainage Impact Report	November 5, 2019	December 18, 2019
Highway Occupancy Plan Sheets 1-4 of 4	November 8, 2019	December 18, 2019

The Applicant has requested the following waivers:

	Requested Waivers:	Ordinance Section:
1.	Requirement to install sidewalk along street frontage. The applicant has requested a deferral of this requirement. We are in support of the deferral request.	180-508.A.1
2.	Requirement to Install curbing along the street frontage. We recommend that should the deferral of sidewalk along the roadway frontage be approved, that curbing also be deferred instead of waived. In addition, then need for stormwater management facilities and accessible curb ramps once curbing is in place should be investigated, and the developer should be responsible for design, permitting, and installation of these features as a condition of the deferral.	180-509.A
3.	Buffer Yard planting requirements along adjacent property. We support this waiver request as there is still a buffer yard proposed with what appears to be dense landscaping comprised of existing vegetation and proposed plantings associated with the stormwater management facility screening plantings.	180-515.B

We offer the following comments:

Zoning (Chapter 203)

1. The location of the reserve septic system as added to the plan shall be subject to review and approval by the Township Sewage Enforcement Officer. (203-309.D.3)

Subdivision and Land Development (Chapter 180)

1. The provided Traffic Impact Study shall be reviewed and any comments resulting from the review will be transmitted under a separate cover (180-602).

Administrative Items to be Addressed Prior to/Upon Plan Approval

1. A Zoning Permit shall be required for the plan (203-103.A.2).
2. A Certificate of Occupancy shall be required for the plan (203-103.A.3).
3. Prior to the erection of any signs, a sign plan shall be submitted to the Township for review and approval (203-701).
4. Provide evidence that either approval of the "DEP Sewage Facilities Planning Module" or similar documentation has been granted by DEP or that such approval is not required (180-404.E.5).
5. Provide all signatures prior to final approval of the plan (180-404.E.1).
6. Provide a report from the Lower Paxton Township Authority indicating the proposed design has been reviewed and approved (180-404.E.11).
7. Provide an executed security agreement and financial security in a form prescribed in this Ordinance and in amount approved by the Township Engineer (180-404.E.13).
8. Upon approval, provide an electronic file of the complete plan set and any other technical plans on a compact disk (CD) in accordance with Section 180-308 (180-404.E.16).
9. Prior to issuance of a building permit, provide design calculations and structural drawings for retaining wall (180-519.B).
10. The applicant shall pay all required fees prior to recording the plan (180-1105).
11. The applicant shall provide verification that the Post Construction Stormwater Management Plan and O&M Agreement have been recorded within 30 days following plan approval (170-1203.A).

12. Once received, provide a copy of the Highway Occupancy Permit from PennDOT for the project. Associated plans shall also be provided and incorporated into the plan set as necessary. Reference to the approval number shall be listed on the plan once known (170-602.C.8).
13. The applicant shall schedule all required inspections a minimum of two (2) days prior to beginning the construction of any improvement under an approved plan. (170-901).
14. As noted on the plan, provide copies of the water distribution system design drawings for review (180-404.C.15.c).

This review is based solely on the documents referenced above and does not relieve the design professional of any responsibility, nor does it imply any design responsibility by Herbert, Rowland & Grubic, Inc.



**Jason R. Hinz, P.E.
Herbert, Rowland & Grubic, Inc.**

JRH/LB

R000184.0002 (Phase 4671)

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c: Shirley Hepschmidt (SHepschmidt@lowerpaxton-pa.gov)
Nick Gehret (ngehret@lowerpaxton-pa.gov)
Andrew Bomberger (abomberger@tcrpc-pa.org)
Daniel Wise (ddw@rjfisherengineering.com)



**TRANSPORTATION IMPACT STUDY
REVIEW REPORT #1**

**TO: Amanda Zerbe, Zoning Officer
Lower Paxton Township**

DATE: January 6, 2020

**RE: Transportation Impact Study
OHRC Temple and Community Building**

We have completed our review of the following information for the above-referenced project:

Submission:	Dated:	Last Revised:
Transportation Impact Study	December 6, 2019	---

We offer the following comments:

- 1) The applicant is requesting a sidewalk deferral along the site frontage. HRG would support this deferral, subject to approval of the Board and provision to provide a future easement if necessary. (§180-603.B)
- 2) Provide a note on the Land Development Plans limiting typical weekday traffic to 10 trips during the AM and PM peak hours (§180-603.D(1)).

This review is based solely on the documents referenced above and does not relieve the design professional of any responsibility, nor does it imply any design responsibility by Herbert, Rowland & Grubic, Inc.

**Eric J. Stump, P.E., PTOE
Herbert, Rowland & Grubic, Inc.**

JBL/EJS/LB

R000184.0002 (Phase 4671)

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c: Shirley Hepschmidt (SHepschmidt@lowerpaxton-pa.gov)
Nick Gehret (ngehret@lowerpaxton-pa.gov)
Andrew Bomberger (abomberger@tcrpc-pa.org)
Daniel Wise (ddw@rjfisherengineering.com)
Jason Wheeler (JWheeler@trafficpd.com)

DAUPHIN COUNTY SUBDIVISION/LAND DEVELOPMENT REVIEW REPORT

Municipality Lower Paxton Township Surveyor RJ Fisher & Assoc. Engineer/RLA RJ Fisher & Assoc.

Plat Title OHRC Temple & Community Building

Zoning District R-1, Low Density Residential Proposed Land Use House of Worship

Plat Status:	<input type="checkbox"/> Preliminary	Plat Type:	<input type="checkbox"/> Subdivision	Regulations:	<input type="checkbox"/> County
	<input type="checkbox"/> Final		<input checked="" type="checkbox"/> Land Development		<input checked="" type="checkbox"/> Municipal
	<input checked="" type="checkbox"/> P/F		<input type="checkbox"/> Combined		<input checked="" type="checkbox"/> Zoning
	<input type="checkbox"/> Minor				<input checked="" type="checkbox"/> S&LD

Existing # of Lots	<u>1</u>	Proposed # of Lots	<u>1</u>	Proposed # of New DUs	<u>0</u>	Acreage of New Lots	<u>0</u>	Total Acres	<u>8.70</u>
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Date Received 7/11/19 Staff Review 7/25/19 Official County Review 7/25/19

Reviewed by AWB Checked by _____ Parcel ID: 35-071-008

- *When applicable, streets, sewer, water, storm drainage, and other infrastructure elements to be verified as adequate by municipal staff/engineer. Any improvement guarantees shall be posted prior to final plat approval.*
- *Registered PA Land Surveyor is required to certify all lot/tract boundary descriptions.*
- *When applicable, zoning compliance to be verified by Municipal Zoning Officer.*
- *Appropriate sewage module component should be processed prior to final plat approval.*
- *Final plats must be recorded within 90 days of approval.*

Review comment with cited ordinance provisions are based on municipal regulations on file with the County Planning Commission.

Purpose: To construct a Community Center and Temple buildings with associated site improvements

Comments:

1. All signatures, certifications, dedications, and notarizations required by the subdivision and land development ordinance should be in place before final approval. (Section 180-404.E)
2. Include plan information required in Section 180-404.D.1.
3. Show all utility connections, both internally and externally to the site. (Section 180-40)
4. Trees proposed within parking areas are located within drainage easement. (Section 180-40)
5. Provide statement required by Section 180-404.D.5 regarding easements, rights-of-way, and utilities.
6. Provide Traffic Impact Study or demonstrate its inapplicability. (Section 180-404.D.15)
7. Due to the site's proximity to school and sites zoned for residential development and identified as "developable lands" in the recently adopted Comprehensive Plan, DCPC recommends deferring, in lieu of waiving, the requirement to install sidewalks along the Page Road frontage.

Plan No. 19-063

Plat Specifications	Yes	No	N/A
1. Name of proposed subdivision/land development shown	✓		
2. Owner/developer name, address & telephone number shown	✓		
3. Municipality name shown	✓		
4. Tax parcel number/Deed reference shown/Instrument #	✓		
5. North point shown	✓		
6. Map scale shown (written/graphic)	✓		
7. Date of plan preparation shown	✓		
8. Certification of surveyor/engineer/landscape architect shown <i>(need seal/sign)</i>	✓		
9. Location map shown	✓		
10. Total property map (bearings, distances, area, primary control point) shown	✓		
11. Names of adjacent landowners/subdivision shown	✓		
12. Lot numbers shown	✓		
13. Lot dimensions shown <i>(as surveyed)</i>	✓		
14. Lot areas shown	✓		
15. Permanent monuments and markers shown	✓		
16. Building setbacks shown	✓		
17. Existing natural features shown - Wetlands	✓		
Floodplains	✓		
Woodlands, streams, etc.	✓		
18. Contours at required interval shown	✓		
19. Easements shown and identified		✓	
20. Existing man-made features shown - Building (s)	✓		
Storm drainage facilities			✓
Sewer mains			✓
Water mains			✓
21. Proposed man-made features shown - Building (s)	✓		
Storm drainage facilities	✓		
Sewer disposal - public() on-lot (✓)	✓		
Water supply - public () well (✓)	✓		
22. Existing streets shown - Name	✓		
R/W width	✓		
Paving width	✓		
Dedicated R/W width			✓
23. Proposed streets shown - Name			✓
R/W width			✓
Paving width			✓
Profiles			✓
24. Curbs shown		✓	
25. Sidewalks shown		✓	
26. Existing and proposed coverage shown	✓		
27. Parking schedule provided shown	✓		
28. Traffic study completed		✓	
29. Recreation area shown/fee in-lieu-of provided			✓
30. Erosion and sedimentation control plan shown	✓		
31. Statement of ownership, signature and notarization shown <i>(need sign/notar.)</i>		✓	
32. Dedicatory statement shown			✓
33. Approval blocks shown		✓	
34. PADOT Highway Occupancy Permit statement shown	✓		
35. Consistency with Future Land Use plans - County plans	✓		
Municipal plans	✓		



DAUPHIN COUNTY CONSERVATION DISTRICT

1451 PETERS MOUNTAIN ROAD

DAUPHIN, PA 17018-9504

PHONE: 717-921-8100

LOCATED AT THE DAUPHIN COUNTY AGRICULTURAL AND NATURAL
RESOURCES CENTER, ROUTE 225, TWO MILES NORTH OF DAUPHIN

www.dauphincd.org

November 4, 2019

Yadu Acharya
Organization for Hindu Religion & Culture
509 Princeton Rd
Harrisburg, PA 17111

Re: Chapter 102 PAG-02 NPDES General Permit Coverage Approval

OHRC Temple & Community Building
PAC220192/16-19-19
Lower Paxton Twp., Dauphin County

Dear Mr. Acharya:

Under the authority of the federal Clean Water Act and Pennsylvania's Clean Streams Law, the Dauphin County Conservation District (District) has approved your request for coverage under the PAG-02 NPDES General Permit for Stormwater Discharges Associated with Construction Activities ("PAG-02 General Permit"). The latest versions of the Notice of Intent (NOI) and all supporting documents, including the Erosion and Sediment Control (E&S) Plan and Post-Construction Stormwater Management (PCSM) Plan, are incorporated into this approval.

Your coverage under the PAG-02 General Permit, which has been assigned NPDES Permit No. PAC220192 is effective on 11/04/2019 and will expire on 11/03/2024. If stormwater discharges associated with construction activities are expected to continue beyond the expiration date of PAG-02 General Permit coverage, you must apply to renew your coverage at least 180 days prior to the expiration date.

Please review the PAG-02 General Permit and the enclosed attachments carefully and contact this office if you have any questions. Please pay particular attention to the following requirements of the General Permit:

- In accordance with 25 Pa. Code § 102.5(h), operators who are not the permittee shall be co-permittees. An operator is a person who either has oversight responsibility of an earth disturbance activity on a project site who has the ability to make modifications to the E&S Plan, PCSM Plan or site specifications, or has day to day operational control over an earth disturbance activity on a project site. Please be advised that once an operator (contractor) has been selected for the project, the NPDES permit must either be transferred to the operator or the operator must be made a co-permittee and enter into an agreement with the permittee. Please use the enclosed Transferee/Co-Permittee Application form to transfer the permit or to add a co-permittee. This form must be received by this office at least 30 days prior to the co-permittee/transferee action taking place.

- A pre-construction conference is required as specified in 25 Pa. Code § 102.5(e), unless otherwise notified in writing by this office. The purpose of this conference is to review all aspects of the permit with the permittee, co-permittees, operators, consultants, inspectors and licensed professionals or their designees who will be responsible for the implementation of the critical stages of the approved PCSM Plan. You must provide at least seven days' notice of the pre-construction meeting to all invited attendees.
- You must conduct inspections of all best management practices (BMPs) on a weekly basis and after each measurable stormwater event to ensure effective and efficient operation. The Visual Site Inspection Report Form (3800-FM-BCW0271d) is enclosed along with instructions. This form (or an equivalent electronic form providing the same information) must be used to document the required site inspections.
- For any property containing a PCSM BMP, the permittee or co-permittee must record an instrument with the recorder of deeds which will assure disclosure of the PCSM BMP and the related obligations in the ordinary course of a title search of the subject property. The recorded instrument must identify the PCSM BMP, provide for necessary access related to long-term operation and maintenance (O&M) for PCSM BMPs, and provide notice that the responsibility for long-term O&M of the PCSM BMP is a covenant that runs with the land that is binding upon and enforceable by subsequent grantees. Unless a later date is approved by DEP in writing, the permittee shall record an instrument within 45 days from the date of this coverage approval letter. The permittee shall provide the county conservation district and DEP with the date and place of recording along with a reference to the docket, deed book or other record, within 90 days from the date of this coverage approval letter, unless a later date is approved by DEP in writing.
- If there are any changes to the PCSM BMPs or long-term operation and maintenance plan after the initial instrument recording and prior to permit termination, the permittee(s) will need to amend the initial recorded instrument at the recorder of deeds office prior to permit termination. Further note, most recorder of deeds offices require that the land owner (at the time of actual recording) signs the instrument to be recorded. If the land owner changes and an amended instrument needs to be recorded, the recorder of deeds office will likely require the new land owner's signature on the amended instrument. It is recommended that for any sale or transfer of property to a new owner before this permit is terminated that the permittee seek legal counsel on how to structure the sale or transfer to allow the recorded instrument to be amended.
- The Notice of Termination (NOT) form is also enclosed and must be completed and filed when construction activities have ceased and final stabilization has been achieved. The NOT must identify the responsible person(s) for the long-term O&M of the PCSM BMPs. Please be advised that the permittee and any co-permittees remain responsible for all operational maintenance for this project site until the NOT has been filed and acknowledged.

Persons aggrieved by an action of a conservation district under 25 Pa. Code Chapter 102 may request an informal hearing with DEP within 30 days of publication of this notice in the *Pennsylvania Bulletin*, pursuant to 25 Pa. Code § 102.32(c). DEP will schedule this informal hearing within 30 days of the request. After this informal hearing, any final determination by DEP may be appealed to the Environmental Hearing Board as provided below.

Any person aggrieved by this action may appeal the action to the Environmental Hearing Board (Board), pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. § 7514, and the Administrative Agency Law, 2 Pa.C.S. Chapter 5A. The Board's address is:

Environmental Hearing Board
Rachel Carson State Office Building, Second Floor
400 Market Street
P.O. Box 8457
Harrisburg, PA 17105-8457

TDD users may contact the Environmental Hearing Board through the Pennsylvania Relay Service, 800-654-5984.

Appeals must be filed with the Board within 30 days of receipt of notice of this action unless the appropriate statute provides a different time. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

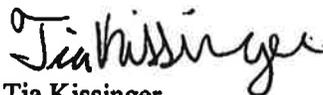
A Notice of Appeal form and the Board's rules of practice and procedure may be obtained online at <http://ehb.courtapps.com> or by contacting the Secretary to the Board at 717-787-3483. The Notice of Appeal form and the Board's rules are also available in braille and on audiotape from the Secretary to the Board.

IMPORTANT LEGAL RIGHTS ARE AT STAKE. YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD AT 717-787-3483 FOR MORE INFORMATION. YOU DO NOT NEED A LAWYER TO FILE A NOTICE OF APPEAL WITH THE BOARD.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST BE FILED WITH AND RECEIVED BY THE BOARD WITHIN 30 DAYS OF RECEIPT OF NOTICE OF THIS ACTION.

If you have any questions, please contact Tia Kissinger at 717-921-8100.

Sincerely,



Tia Kissinger
Resource Conservationist

cc: Tristan Greiner, R.J. Fisher & Associates
DEP-SCRO – Nathan Phillips
Lower Paxton Township
File

Enclosures: PAG-02 General Permit
Visual Site Inspection Report Form and Instructions
Transferee/Co-permittee Application Form
Notice of Termination Form
Declaration of Restrictions and Covenants

TBK/bgw



Kim Genetti
6310 Allentown Boulevard
Suite 104
Harrisburg, PA 17112
(717) 920-6320
(717) 564-0448
Kim.genetti@suez.com

May 30, 2019

R.J. Fisher & Associates, Inc.
Daniel D. Wise, RLA
1546 Bridge Street
New Cumberland, PA 17070

SUBJECT: Ability to Serve Proposed Lot:
House of Worship
Page Road
Lower Paxton Township, Dauphin County, PA

Dear Mr. Wise:

This is to acknowledge that Suez Water Pennsylvania (SUEZ) has received your request for water service for the above site and determined that it is within SUEZ's existing franchise area. Water service to the proposed site will be provided by connecting to the existing watermain located in the intersection of Page Road and Crusader Way and extending the watermain along the frontage of the proposed lot.

The cost of this extension along with all on site water infrastructure will be at the owner/developers expense. With the extension of this water main, SUEZ would be able to provide water pressure and capacity to serve your site.

A SUEZ specified meter pit/vault will be required for service to the proposed lot. The meter pit/vault must be installed as part of the water system prior to SUEZ's acceptance of the water system. The meter pit/vault must be installed within 5 feet of the service curb stop. The curb stop must be installed on the public right-of-way line as designed by SUEZ. The meter pit/vault must be installed in a non-traffic area.

Service will be provided in accordance with the terms and conditions set forth in SUEZ's filed Pennsylvania Utility Commission (PUC) Tariff, as amended or modified from time to time. All SUEZ facilities must be installed by a SUEZ Pre-qualified Contractor.

The next step in SUEZ providing service to the proposed site requires submittal of a package containing the following items:

- An electronic copy of the final approved subdivision plan in AutoCAD 2019 or earlier,
- A hard copy of the approved subdivision plan signature page,
- A letter from the local municipality official approving all proposed fire hydrant locations and that the local municipality agrees to pay SUEZ the monthly fee for any public fire hydrants when the water facilities are complete and accepted by SUEZ,



- A check for \$1,000 payable to Suez Water Pennsylvania which covers the costs of water main design. The \$1000 is non-refundable; however, it will be applied to the final cost of the project.

Enclosed is an information package including a sample water main extension agreement, SUEZ's pre-qualified contractor list, the procedures and cost associated with developer projects, and a list of SUEZ contacts.

This project will be scheduled for design when the complete submittal package is received by SUEZ.

This letter will expire on May 30, 2020. Upon expiration, a new request for ability to serve must be submitted to SUEZ.

Best regards,

A handwritten signature in black ink that reads "Kim Genetti".

Kim Genetti
Engineering Administrative Assistant

Plan Overview Sheet

Revised TW

Name of Plan

OHRC Temple and Community Building

Location of Plan

Page Road

Developer/Owner

Organization for Hindu Religion and Culture



Planning and Development

Date Assigned: 10/18/19

Zoning Officer Signature: [Signature]

Date Due: 11/4/19



Traffic Safety Unit

Recommendations:

See Attached Memo

Signature: [Signature]

Date: 10/22/19



Patrol Division Commander

Signature: [Signature]

Date: 10/29/19



Approved



Disapproved



Codes Enforcement/Fire Official

Recommendations:

See attached memo

Signature: [Signature]

Date: 11/6/19



Approved



Disapproved



Chief of Police/Public Safety Director

Recommendations:

SEE ABOVE COMMENTS

Signature: [Signature]

Date: 11/06/19



Approved



Disapproved



**Lower Paxton Township
Police Department**

425 Prince Street
Harrisburg, Pennsylvania 17109
Telephone: 717-657-5656 Fax: 717-724-8313
www.lowerpaxtonpd.org

Adam Kosheba
Director of Public Safety



To: Adam Kosheba, Director of Public Safety

From: Sgt Richard Needham, Fire Marshal

Date: 11/6/19

Subject: OHRC Temple and Community Building Preliminary /Final Land Development

After reviewing this plan, I have the following comment:

- If the buildings are sprinklered please indicate on the plan, where the Fire Dept Connection will be located and prohibit parking in front of the FDC.



**Lower Paxton Township
Police Department**

425 Prince Street
Harrisburg, Pennsylvania 17109
Telephone: 717-657-5656 Fax: 717-724-8313
www.lowerpaxtonpd.org

Adam Kosheba Jr.
Director of Public Safety



To: Director Adam Kosheba

From: Cpl. Timothy Puchalski 

Date: October 22, 2019

Subject: Preliminary/Final land development plan for OHRC Temple

After reviewing the attached plan, I recommend the installation of "No Parking Fire Lane" signs along the traffic-ways on the south and west sides of the structures and "No Parking" signage along the entrance/exit way.

No further recommendations were noted.