

**ANNVILLE TOWNSHIP BOARD OF COMMISSIONERS**  
**NOVEMBER 6, 2024, AGENDA**  
**REGULAR MONTHLY BOARD OF COMMISSIONERS MEETING – 7:00 PM**

- I. Call to Order – 7:00 PM
- II. Pledge of Allegiance
- III. Approval of Agenda
- IV. Recognition of Visitors and Opportunity for Public Comment
  - Diane Carrol
- V. Approval of Minutes
  - A. October 1, 2024, Regular Meeting and October 15<sup>th</sup>, 2024, Special Budget Meeting.
- VI. Reports of Standing Committees
  - A. Public Works
    - Approval for South Lancaster Street and Rt. 422 to Cumberland Street become a one way for the Christmas Tree Placement.
    - Approve to award Locust Street Stormwater Project.
  - B. Public Safety
  - C. Property
  - D. Parks & Recreation
  - E. Wage and Salary
  - F. Financial Report
  - G. Zoning Officers Report
  - H. Annville Activities
- VII. Reports of Special Committees
  - A. Fire Department
  - B. Life Lion EMS Report
- VIII. Old Business
- IX. New Business
  - 1. Approval to advertise the 2025 Township Budgets for adoption on December 3, 2024.
  - 2. Approve the 2025 Meeting dates.
  - 3. Approve the 2025 Holiday schedule.
  - 4. Approval to advertise the 2025 Tax Levy and Appropriations Ordinance.
  - 5. Approve the 2024-2025 Stray Housing Agreement.
  - 6. Approve the Inter-Municipal Agreement with the Lebanon County Treasurer's Office.
  - 7. Approve for the Annville United Christian Church to play Christmas Songs at the Fountain.
  - 8. Approve the updates to the Annville Township Employee Manual, including Americans with Disabilities Act Compliance Policy, Sexual Harassment Policy, and Medical Marijuana Policy.
  - 9. Approve Ordinance 690 – to disband the Annville Township Police Department and approving the joining of the Western Lebanon County Regional Police Department.
  - 10. Approve Ordinance 691- amend Chapter 6, conduct of the Annville Township Code of Ordinance to add Part 10, Panhandling and Loitering.
  - 11. Approval for the Parking Space Lease Agreement for LVC.

- X. Correspondence
- XI. Pay Bills
- XII. Adjournment

## Candie Johnson

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**From:** Olivia Rodriguez  
**Sent:** Friday, October 11, 2024 2:11 PM  
**To:** Candie Johnson  
**Subject:** Diane Carroll

Diane Carroll would like me to let you know that her and several other township residents will be at the townhall meeting on 11/06/24.

Olivia Rodriguez  
*Annville Township Receptionist*

## Candie Johnson

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**From:** Anthony Perrotto  
**Sent:** Wednesday, October 9, 2024 7:58 AM  
**To:** Les Powell; Candie Johnson  
**Subject:** Re: park sign

Les, I am going to add Candie to this. I think the question should go to the full board. If no one else is going to support maintaining the sign, no reason to waste the time and money. However, I think if there is going to be a park entrance on that street, a sign should direct patrons to the location.

Anthony

Get [Outlook for iOS](#)

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**From:** Les Powell <Les@annvilletwp.com>  
**Sent:** Tuesday, October 8, 2024 4:06:19 PM  
**To:** Anthony Perrotto <Aperrotto@annvilletwp.com>  
**Subject:** park sign

Met Ed just called in to let us know that a resident called into them about the sign by the quitte park entrance down on willow dr. Met Ed asked us to remove the sign, they said if we don't one of their guys is going to have to take it down and then we would lose our sign.

Do you want a post put in front of pole or just take it down for now

Les Powell  
Public Works Director  
Annville Township Public Works Department  
675 West Main Street  
Annville PA 17003  
(cell) 717-821-2618  
(fax) 717-867-5261  
(phone) 717 867-1992  
[les@annvilletwp.com](mailto:les@annvilletwp.com)



**MINUTES OF THE ANNVILLE TOWNSHIP  
BOARD OF COMMISSIONERS  
October 1, 2024**

**MEETING MINUTES – OCTOBER 1, 2024, BOC MEETING**

The Regular Monthly Meeting of the Annville Township Board of Commissioners was held starting at 7:00 PM on October 1, 2024, in the Commissioners' Room of Annville Town Hall, 36 North Lancaster Street, Annville, PA with the following members present: Rex Moore, President; Henri Lively, Vice-President, Thomas R. Embich, Treasurer; Anthony Perrotto and Nevin Hoover. Also in attendance was Les Powell, Public Works Director, Candie L. Johnson, Administrator, Chief Andy Winters, Regional Police Department and Megan Ryland-Tanner, Barley Snyder.

Also in attendance were Dustin Ferrillo, Dean Wolfe, Cindy Painter, Jess Benninger, Landon Weaver, Reagan Kline, Josh Boulton, Jen Boyer and Dustin Sider, Annville-Cleona Fire Department.

President Moore called the meeting to order and led those present in the Pledge of Allegiance to the flag of the United States of America.

**APPROVAL OF AGENDA:** **MOTION** by Mr. Perrotto, seconded by Mr. Hoover to add Resolution 20241001-1 to the agenda and approve the agenda. The motion carried unanimously.

**RECOGNITION OF VISITORS AND OPPORTUNITY FOR PUBLIC COMMENT:**  
President Moore provided an opportunity for public comment.

Josh Boulton – 152 S. Beaver Street Land Development Plan

Mr. Boulton reviewed that the plan is a 3-lot subdivision plan with one lot being the existing house and two new lots being made for a duplex.

Commissioner Perrotto reviewed the findings of the Planning Commission stating that the Planning Commission recommended items one thru three and had a split vote on four & five Curbs and Sidewalks. President Moore asked Public Works director his opinion of the Curbs and Sidewalk. Mr. Powell explained that he would have to deposit snow on Water Street on to the sidewalks and curbing would deter the natural flow of the water.

There are five waivers being requested.

1. Section 22-305 – Preliminary Plan modification.

**MOTION** by Mr. Perrotto second by Mr. Embich to approve waiver request for Section 22-305-Preliminary Plan. The motion carried unanimously.

2. Section 22-509.7. A – Right of Way.

**MINUTES OF THE ANNVILLE TOWNSHIP  
BOARD OF COMMISSIONERS  
October 1, 2024**

**MOTION** by Mr. Perrotto second by Mr. Moore to approve waiver request for Section 22-509.7. A Right of Way. The motion carried unanimously.

3. Section 22-509-7. B.2 – Cartway

**MOTION** by Mr. Hoover second by Mr. Perrotto to approve waiver request for Section 22-509-7. B.2.- Cartway The motion carried unanimously.

4. Section 22-510 – Curb.

**MOTION** by Mr. Lively second by Mr. Hoover to approve waiver request for Section 22-510 Curb. The motion carried 3-2. With Members Perrotto and Embich voting no.

5. Section 22-511– Sidewalks.

**MOTION** by Mr. Moore second by Mr. Hoover to approve waiver request for Section 22-511 Sidewalks. The motion carried 4-1. With Member Perrotto voting no.

**MOTION** by Mr. Perrotto second by Mr. Embich to approve Conditional Approval of the Plan. The motion carried unanimously.

**APPROVAL OF MINUTES:**

**September 3, 2024, Regular Meeting:** **MOTION** by Mr. Perrotto, second by Mr. Moore to approve the minutes of the Regular Meeting held September 3, 2024. The motion carried.

**REPORTS OF STANDING COMMITTEES:**

**Public Works:** The Public Works Report for September was reviewed.

**Public Safety:**

**MOTION** by Mr. Lively, second by Mr. Perrotto, to approve the request for the fire police to aid Union Water Works Fire Company on October 13<sup>th</sup>, for Family Field Day and the Hill United Church of Christ Octoberfest. The motion carried unanimously.

**Property:**

- Administrator Johnson reported that the projects are moving along very well. She thanked Les Powell and the Public Works Department for their hard work on the projects.

**Parks & Recreation:**

- Anthony Perrotto thanked the Public Works Department for all their help with the railroad ties and steps.
- The Pumpkin walk is scheduled for October 25<sup>th</sup>.

**MINUTES OF THE ANNVILLE TOWNSHIP  
BOARD OF COMMISSIONERS  
October 1, 2024**

**Wage and Salary:** Nothing to Report

**Finance:** The financial reports for the month of August were provided and reviewed.

**Zoning Officers Report:** The Zoning Officer's report was reviewed.

**Annville Activities:**

**MOTION** by Mr. Perrotto, second by Mr. Lively to approve the reports of the Standing Committees as presented. The motion carried unanimously.

**REPORTS OF SPECIAL COMMITTEES:**

**Fire Company:** Dustin Sider reported that the mutual aid the Fire Company gets from their neighbors is so thankful. Mr. Siders wanted to thank the Public Works Department for taking care of a tree that was down.

**Life Lion Report:** Report was reviewed.

**MOTION** by Mr. Lively second by Mr. Hoover, to approve the reports of the Special Committees as presented. The motion carried unanimously.

**OLD BUSINESS:** None to discuss.

**NEW BUSINESS:**

**1. Approval for the 2025 Minimum Municipal Obligations for Pensions.**

**MOTION** by Mr. Lively, second by Mr. Moore to approve the 2025 Pension obligations. The motion carried unanimously.

**2. Approval for the 2024 Employee Manual updates.**

After a brief discuss Administrator Johnson and Solicitor Tanner will bring the manual back in November after some revisions from the discussion can be addressed.

**3. Approval to lease 30 Parking Space to LVC.**

**MOTION** by Mr. Perrotto, second by Mr. Embich to approve the parking space leases when the Township Solicitor prepares the lease agreement. The motion carried unanimously.

**4. Approval of Resolution 20241001-1 – LSA Grant Application.**

**MINUTES OF THE ANNVILLE TOWNSHIP  
BOARD OF COMMISSIONERS  
October 1, 2024**

**MOTION** by Mr. Perrotto, second by Mr. Embich to approve Resolution 20241001-1 for the LSA Grant for the ADA Improvements. The motion carried unanimously.

**5. Approval for Employee Appreciation Gifts.**

**MOTION** by Mr. Hoover, second by Mr. Perrotto to approve the appreciations not to exceed \$750.00 total. The motion carried unanimously.

**CORRESPONDENCE:**

1. Administrator Johnson read a letter received by the Annville Cleona School District on the outstanding professionalism and compassion of the Western Lebanon County Regional Police Commission.
2. A letter was reviewed from the First Aid and Safety Patrol.

**PAY BILLS:** **MOTION** by Mr. Perrotto second by Mr. Embich to ratify the actions of the Township Administrator regarding payment of debts shown in the Finance Report (Cash Disbursement Journals of the various funds). The motion carried unanimously.

**ADJOURNMENT:** There being no further business to come before the Board,

**MOTION** by Mr. Moore second by Mr. Lively to adjourn the Regular Meeting. The motion carried unanimously, and the meeting was adjourned at 7:56 PM.

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Rex Moore, President

\_\_\_\_\_  
Candie L. Johnson, Secretary



**MINUTES OF THE ANNVILLE TOWNSHIP  
BOARD OF COMMISSIONERS  
October 15, 2024**

A Special Meeting of the Annville Township Board of Commissioners was held starting at 6:00 PM on October 15, 2024, in the Commissioners' Room of Annville Town Hall, 36 North Lancaster Street, Annville, PA with the following members present: Rex A. Moore, President; Henri B. Lively, Vice President; Thomas R. Embich, Treasurer; Nevin R. Hoover; and Anthony C. Perrotto. Also in attendance was Candie L. Johnson, Township Administrator and Secretary to the Board of Commissioners, and Regional Police Chief Andrew Winters.

President Moore called the meeting to order and led those present in the Pledge of Allegiance to the flag of the United States of America.

**APPROVAL OF AGENDA:** MOTION by Mr. Hoover, second by Mr. Lively to approve the agenda as presented. The motion carried unanimously.

**RECOGNITION OF VISITORS AND OPPORTUNITY FOR PUBLIC COMMENT:** No members of the public were in attendance.

**REVIEW OF DRAFT BUDGETS:** Ms. Johnson presented the following 2025 draft budgets for review and discussion by the Board of Commissioners: Sewer Fund, Sewer Capital Fund, Municipal Separate Storm Sewer System (MS4) Fund, General Fund, Capital Reserve Fund, Liquid Fuels (Motor License) Fund, Waste and Recycling Fund, Centrifuge Fund and Capital Improvement – Capital Reserve Plans. Ms. Johnson and Chief Winters reviewed the 2025 Regional Police Budget with the Board. Ms. Johnson also presented for review and discussion a labor costs spreadsheet that reflected a 3.4% cost of living increase for Township employees. The Commissioners began by reviewing the General Fund, Sewer Fund, Sewer Capital Fund, Capital Reserve Fund, Capital Improvement Fund and MS4 Fund draft budgets. Ms. Johnson noted that the General Fund supports a 1 mill increase and the Sewer Fund operation reflected a \$3.00 increase per 1000 gallons over 10,000 gallons, with the base user rate remaining \$180.00 per quarter. The Commissioners indicated their support for increasing the drop-off facility permit fee to \$100.00 for Township Residents and for Non-Residents in Cleona, South Annville, and North Annville, increasing to \$350.00 per year to accommodate actual expenses for running the new facility during the 2024 fiscal year.

**OTHER BUSINESS:** None

**ADJOURNMENT:** There being no further business to come before the Board, MOTION by President Moore, second by Mr. Perrotto to adjourn the meeting. The motion carried unanimously, and the meeting was adjourned at 8:00 PM.

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Rex A. Moore, President

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Candie L. Johnson, Secretary

## **ANNVILLE TOWNSHIP PUBLIC WORKS DEPT.**

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### **PENDING PROJECTS FOR OCTOBER 2024**

- (1) **LIGHTS** We sent a list off to a new contact at  
Met-ed to get lights repaired
- (2) **VEHICLE MAINT** Equipment maintenance is ongoing.
- (3) **LOCUST STORM DRAIN** Custer Excavation got low bid at  
65,827.90 See Attachment for rest of bids
- (4) **MS4** We responded back to EPA on there  
finding on there inspection we have not herd anything back from them
- (5) **PAVING** Paving is complete for 2024
- (6) **LEAVES** Annville 21.5 hrs 3.75 ton  
Cleona 17.5 hrs 5 ton  
S Annville 4 hrs 4 ton
- (7) **ADA RAMPS** Ramps are complete they have a few  
items that we would like them to fix then that will be completed

**ANNVILLE TOWNSHIP  
LOCUST STREET STORM SEWER IMPROVEMENTS**

**BID RESULTS - FRIDAY, NOVEMBER 1, 2024, 10:00 A.M.**

BASE BID				CUSTER EXCAVATING, INC.		J LEIPHART CONSTRUCTION		DIRT LIFE EXCAVATING		LECH BROS.		KINSLEY CONSTRUCTION SITE YORK		BARASSO EXCAVATION, INC.	
Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1	Stormwater Facilities, Final Restoration and All Other Incidental Work	1	LS	\$ 62,327.90	\$ 62,327.90	\$ 64,011.15	\$ 64,011.15	\$ 65,690.00	\$ 65,690.00	\$ 79,400.00	\$ 79,400.00	\$ 90,800.00	\$ 90,800.00	\$ 94,500.00	\$ 94,500.00
2	Testing Allowance. NOTE: All bidders shall include \$3,500 for this line item.	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
TOTAL BASE BID PRICE					\$ 65,827.90		\$ 67,511.15		\$ 69,190.00		\$ 82,900.00		\$ 94,300.00		\$ 98,000.00
TOTAL BASE BID				\$	65,827.90	\$	67,511.15	\$	69,190.00	\$	82,900.00	\$	94,300.00	\$	98,000.00

BASE BID				JNS PAVING AND EXCAVATING, CORP		J. PHILLIPS EXCAVATING & HAULING, LLC		MILLER SOIL SOLUTIONS, LLC		H&K GROUP, INC.		ATX EXCAVATING, LLC		FARHAT EXCAVATING, LLC	
Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1	Stormwater Facilities, Final Restoration and All Other Incidental Work	1	LS	\$ 94,780.00	\$ 94,780.00	\$ 100,688.12	\$ 100,688.12	\$ 105,070.00	\$ 105,070.00	\$ 106,757.43	\$ 106,757.43	\$ 125,948.29	\$ 125,948.29	\$ 144,300.00	\$ 144,300.00
2	Testing Allowance. NOTE: All bidders shall include \$3,500 for this line item.	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
TOTAL BASE BID PRICE					\$ 98,280.00		\$ 104,188.12		\$ 108,570.00		\$ 110,257.43		\$ 129,448.29		\$ 147,800.00
TOTAL BASE BID				\$	98,280.00	\$	104,188.12	\$	108,570.00	\$	110,257.43	\$	129,448.29	\$	147,800.00

MONTH		OCTOBER		YEAR	2023		MONTH		OCTOBER		YEAR	2024
DATE	C BOARD	G WASTE	BULK	S IRON	PRICE		DATE	C BOARD	G WASTE	BULK	S IRON	PRICE
10/2/2023			1.49		\$72.00		10/2/2024			1.68		\$120.96
10/2/2023		1.9			\$28.50		10/2/2024			1.64		\$118.08
10/2/2023			1.76		\$126.72		10/9/2024			1.24		\$89.28
10/4/2023			2.88		\$207.36		10/9/2024		2.41			\$36.15
10/4/2023		1.31			\$19.65		10/9/2024			1.8		\$129.60
10/5/2023	11/10/1901						10/9/2024	820				
10/6/2023		1.28			\$19.20		10/9/2024			6.42		\$462.24
10/10/2023			2.47		\$177.84		10/9/2024		3.11			\$46.65
10/11/2023			1.67		\$120.24		10/9/2024			1.48		\$106.56
10/12/2023		1.97			\$29.55		10/9/2024		1.76			\$26.40
10/12/2023		1.51			\$22.65		10/9/2024			1.34		\$96.48
10/13/2023			1.84		\$132.48		10/11/2024			1.27		\$91.44
10/14/2023			2.25		\$162.00		10/11/2024			1.37		\$98.64
10/18/2023			3.1		\$223.20		10/15/2024			0.94		\$67.68
10/19/2023		3.02			\$45.30		10/15/2024			1.63		\$117.36
10/20/2023			2.31		\$166.32		10/15/2024		2.03			\$30.45
10/23/2023			3.4		\$244.80		10/15/2024		2.12			\$31.80
10/23/2023			1.7		\$122.40		10/15/2024			7.39		\$532.08
10/23/2023		1.73			\$25.95		10/16/2024					\$157.30
10/24/2023	1,140						10/16/2024			1.29		\$92.88
10/24/2023			1.61		\$115.92		10/16/2024		1.89			\$28.35
10/24/2023		1.61			\$24.15		10/17/2024	360				
10/25/2023			2.35		\$169.20		10/17/2024			2.22		\$159.84
10/26/2023			1.33		\$95.76		10/21/2024		2.2			\$33.00
10/27/2023		1.88			\$28.20		10/21/2024			1.93		\$138.96
10/28/2023			2.06		\$148.32		10/23/2024			1.62		\$116.64
10/28/2023			1.01		\$72.72		10/23/2024		1.91			\$28.65
							10/24/2024			1.03		\$74.16
							10/24/2024			1.77		\$127.44
							10/25/2024			4.64		\$334.08
							10/28/2024		1.37			\$20.55
							10/28/2024	780				
							10/29/2024			2.03		\$146.16
							10/29/2024			1.36		\$97.92
							10/29/2024		1.03			\$15.45
TOTALS		g waste	bulk	iron			TOTALS		g waste	bulk	iron	
TONS		16.21	33.23				TONS		19.83	46.09		
LBS				0			LBS	1,960			0	
# PEOPLE							# PEOPLE					
BULK P/U							BULK P/U					
GW/P/U							GW/P/U					
CHARGES		\$243.15	\$2,392.56				CHARGES		\$297.45	\$3,318.48		

Monthly Inspection sheet for 2024

Basin #	Location	INSPECTION DATES	INSPECTOR	DATES	WEATHER	FLOW	NO FLOW	RAIN
1	West end of W Queen Street-near Mill	JAN,MAY,SEPT	JV	9/10/2024	clear		X	
2	S King Street	JAN,MAY,SEPT	JV	9/10/2024	clear		X	
3	S King Street-East	JAN,MAY,SEPT	JV	9/10/2024	clear		X	
4	Field South of S Lancaster St	JAN,MAY,SEPT	JV	9/10/2024	clear		X	
5	S White Oak next to Bridge- West Side	JAN,MAY,SEPT	JV	9/10/2024	clear		X	
6	S White Oak next to bridge-East side	JAN,MAY,SEPT	JV	9/10/2024	clear		X	
7	South of Laurel St	JAN,MAY,SEPT	JV	9/10/2024	clear		X	
8	Near Entrance of Quittie Nature Park	FEB,JUNE,OCT	LP	10/4/24	clear		X	
9	Woodside Court- West side in woods	FEB,JUNE,OCT	LP	10/4/24	clear		X	
10	Woodside Court- East Side into woods	FEB,JUNE,OCT	LP	10/4/24	clear		X	
10A	Woodside Court-East side, directly into Quittie	FEB,JUNE,OCT	LP	10/4/24	clear		X	
11	South of Reed's Security Parking Lot-E Main	FEB,JUNE,OCT	LP	10/4/24	clear		X	
12	Streicher st South side of 422 in yard	FEB,JUNE,OCT	LP	10/4/24	clear		X	
13	willow drive ext	FEB,JUNE,OCT	LP	10/4/24	clear		X	
14	South of Parking lot of former Country Lane Furniture	FEB,JUNE,OCT	LP	10/4/24	clear		X	
15	West of South First Ave- behind house 215	MARCH,JULY,NOV						
16	West of South First Ave-behind field	MARCH,JULY,NOV						
17	Todd Court- retention pond	MARCH,JULY,NOV						
18	N Mill 100' N of rr wets side	MARCH,JULY,NOV						
19	N Mill 300' n of rr west side	MARCH,JULY,NOV						
20	N weaber st 200 ft N of rr on east side	MARCH,JULY,NOV						
21	N weaber st 200 ft N of rr on west side	MARCH,JULY,NOV						
22	Annville family retention pond	APRIL,AUG,DEC						
23	LIBERTY RETENSION POND	APRIL,AUG,DEC						
24	W new and N Beaver	APRIL,AUG,DEC						
25	West of Cherry- Slightly Northwest of Apartment Complex parking	APRIL,AUG,DEC						
26	west 422 ns of bridge	APRIL,AUG,DEC						
43	stone lot at ball field	APRIL,AUG,DEC						
44	west 422 ss of bridge concrete channel	APRIL,AUG,DEC						
61	ss 422 and bachman rd	APRIL,AUG,DEC						
62	ss 422 and bachman rd	APRIL,AUG,DEC						
63	ss 422 and bachman rd	APRIL,AUG,DEC						
64	ss 422 and bachman rd	APRIL,AUG,DEC						
168	n ulrich and liberty es of st	APRIL,AUG,DEC						
169	n ulrich and liberty ws of st	APRIL,AUG,DEC						
170	n ulrich and liberty ws of st	APRIL,AUG,DEC						
171	ns of 422 and bachman rd	APRIL,AUG,DEC						
172	ulrich and e sheridan	APRIL,AUG,DEC						
173	ulrich and e sheridan	APRIL,AUG,DEC						
174	n ulrich 50 ft ns of maple on es of st	APRIL,AUG,DEC						

[illegible]

# ÉlanCité

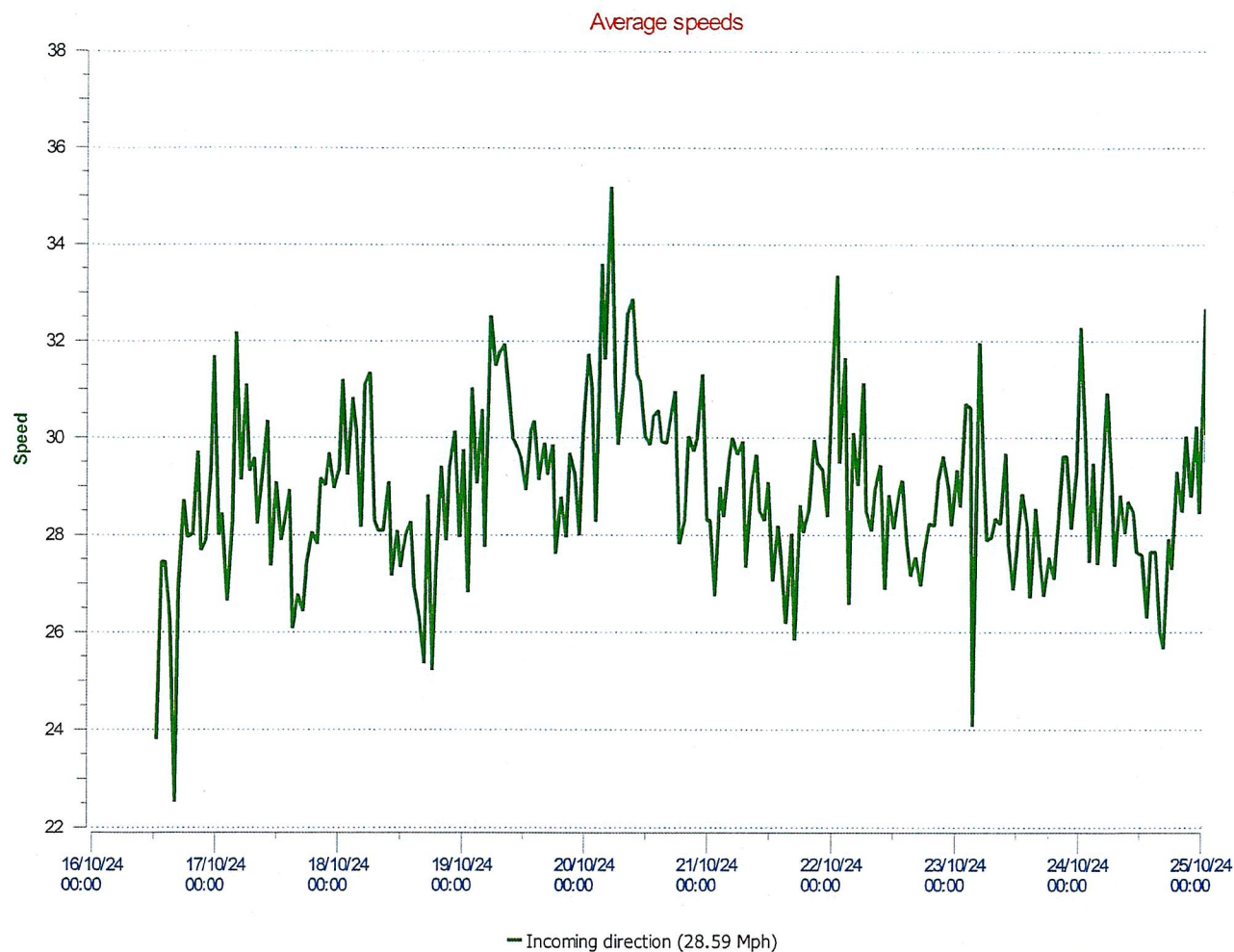


DÉTECTER • INFORMER • SÉCURISER

**Start date:** Wednesday, October 16, 2024 12:30 PM  
**End date:** Friday, October 25, 2024 12:00 PM

**Location:** 500 block West Main Street

**Comments:** 10/16/2024 - 10/25/2024  
Eastbound  
25 mph



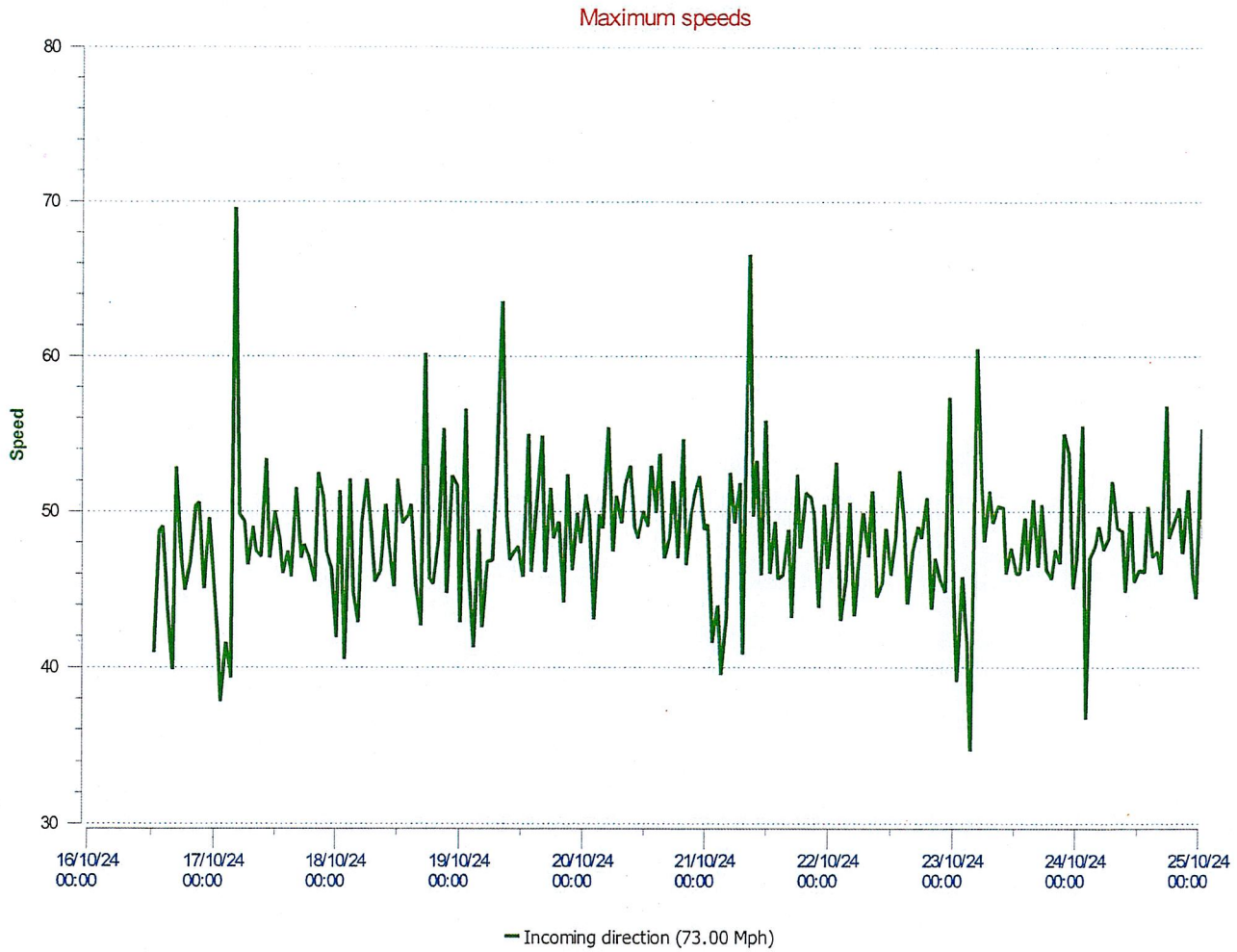
**Start date:** Wednesday, October 16, 2024 12:30 PM

**End date:** Friday, October 25, 2024 12:00 PM

**Location:** 500 block West Main Street

**Comments:** 10/16/2024 - 10/25/2024  
Eastbound  
25 mph



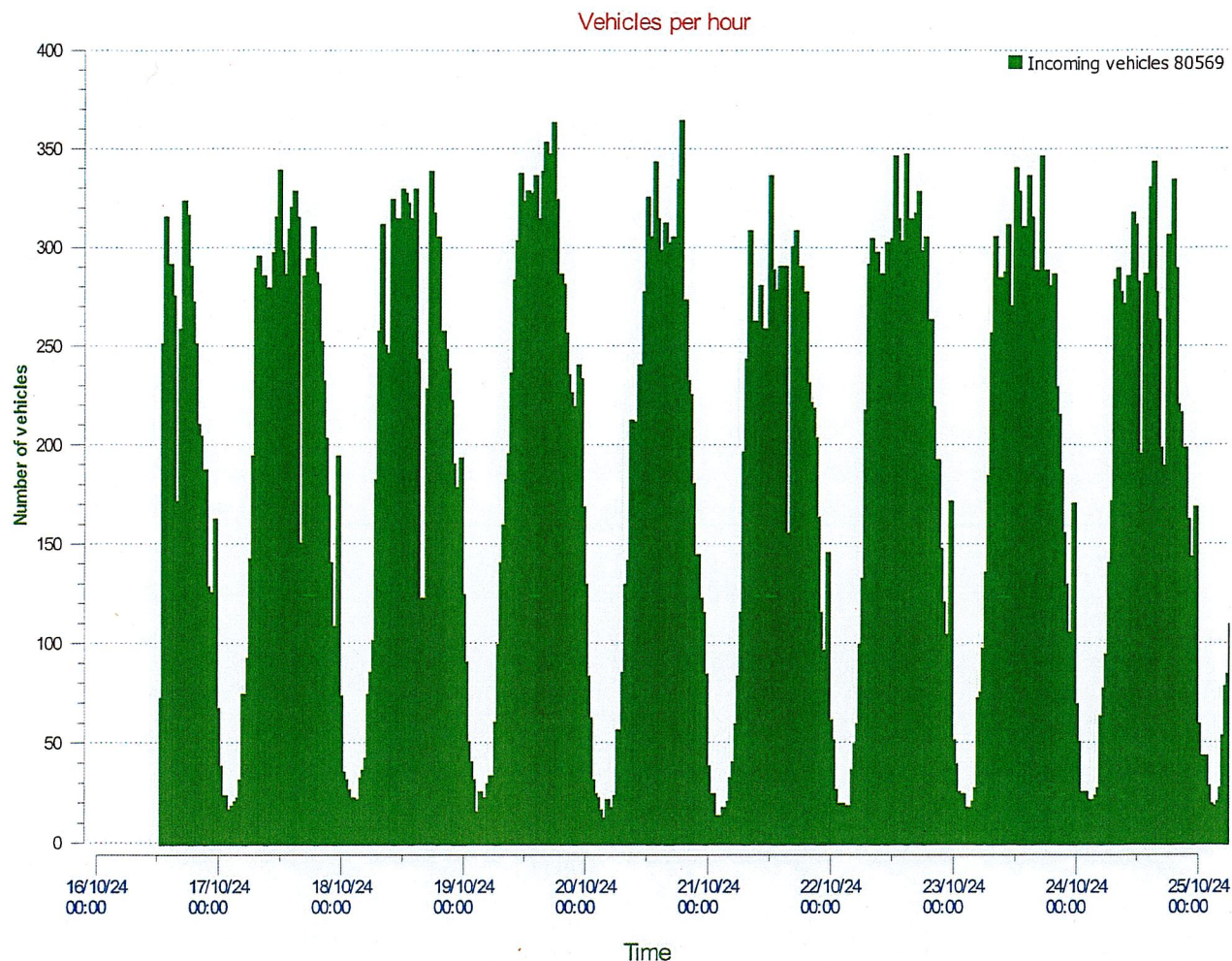


**Start date:** Wednesday, October 16, 2024 12:30 PM

**End date:** Friday, October 25, 2024 12:00 PM

**Location:** 500 block West Main Street

**Comments:** 10/16/2024 - 10/25/2024  
Eastbound  
25 mph



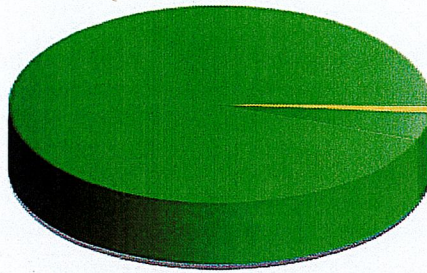
**Start date:** Wednesday, October 16, 2024 12:30 PM

**End date:** Friday, October 25, 2024 12:00 PM

**Location:** 500 block West Main Street

**Comments:** 10/16/2024 - 10/25/2024  
Eastbound  
25 mph

Incoming vehicles



<= 40 Mph	: 75,920	- (94.23 %)
41 - 45 Mph	: 3,631	- (4.51 %)
46 - 50 Mph	: 884	- (1.10 %)
51 - 55 Mph	: 108	- (0.13 %)
56 - 60 Mph	: 19	- (0.02 %)
61 - 65 Mph	: 3	- (0.00 %)
66 - 70 Mph	: 2	- (0.00 %)
71 - 75 Mph (and more)	: 2	- (0.00 %)

**Start date:** Wednesday, October 16, 2024 12:30 PM

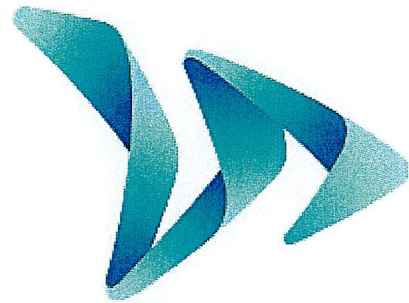
**End date:** Friday, October 25, 2024 12:00 PM

**Location:** 500 block West Main Street

**Comments:** 10/16/2024 - 10/25/2024  
Eastbound  
25 mph



# ÉlanCité



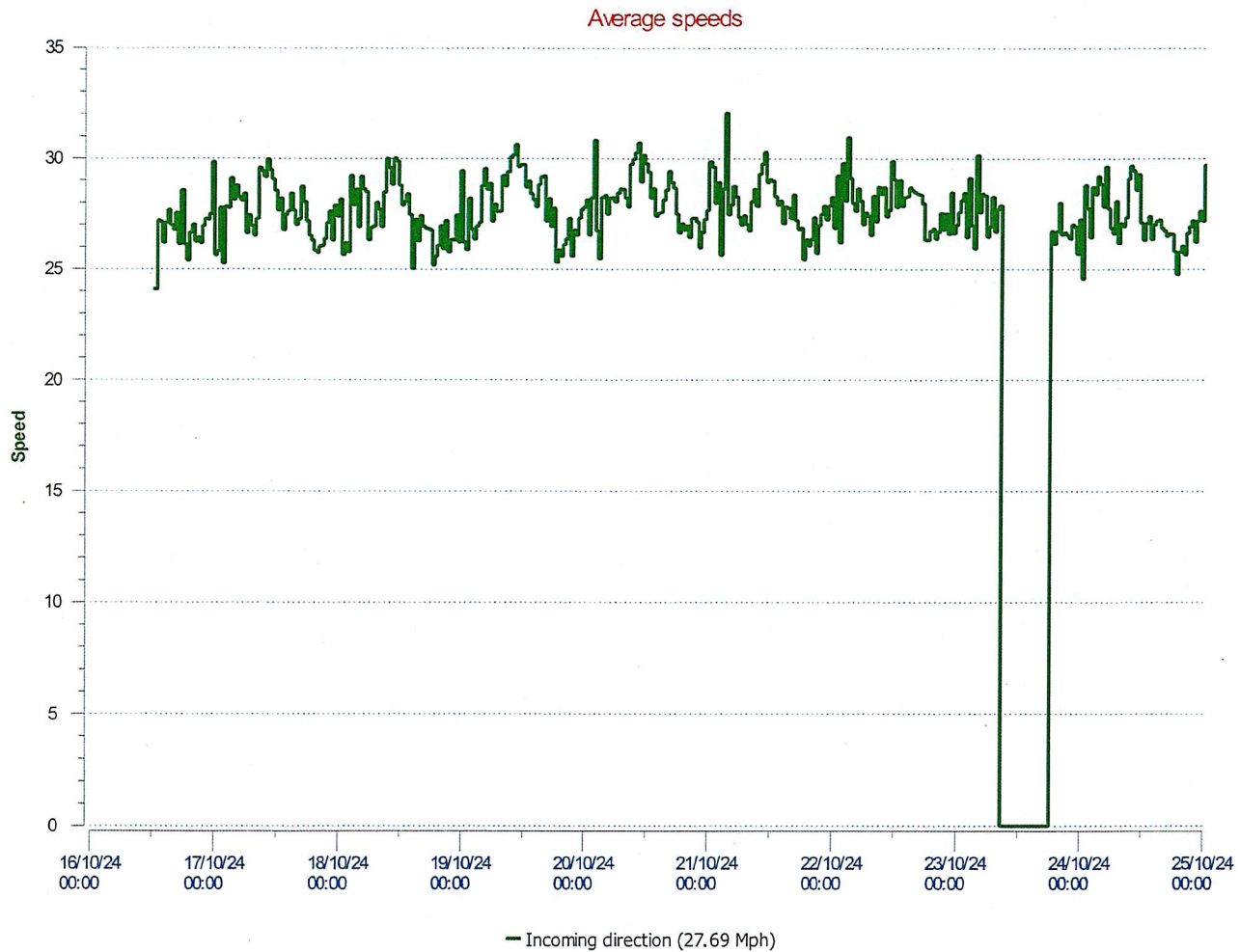
DÉTECTER • INFORMER • SÉCURISER

**Start date:** Wednesday, October 16, 2024 12:30 PM

**End date:** Friday, October 25, 2024 12:00 PM

**Location:** 500 block west main street

**Comments:** westbound  
10-16-2024-1025-2024  
25 mph

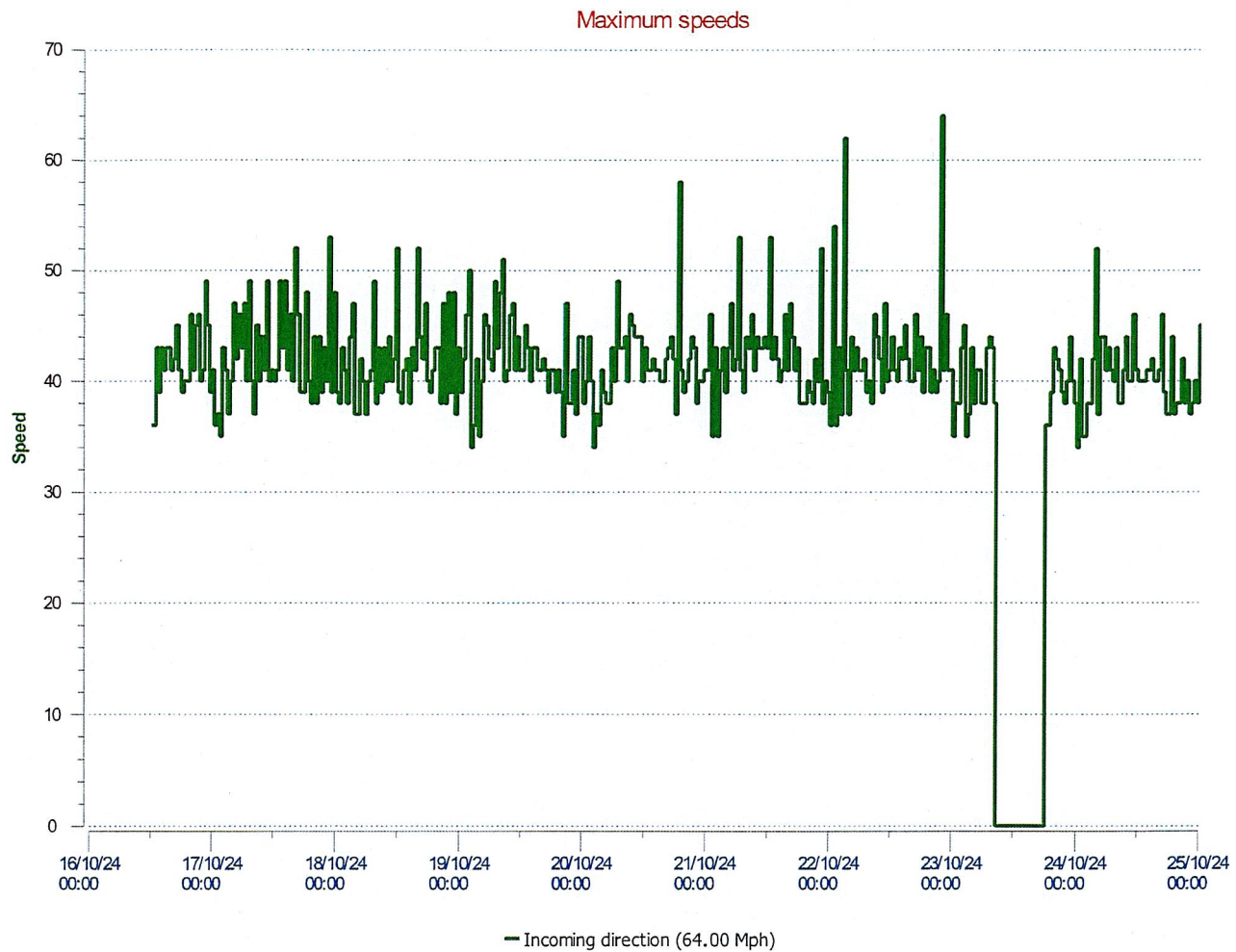


**Start date:** Wednesday, October 16, 2024 12:30 PM

**End date:** Friday, October 25, 2024 12:00 PM

**Location:** 500 block west main street

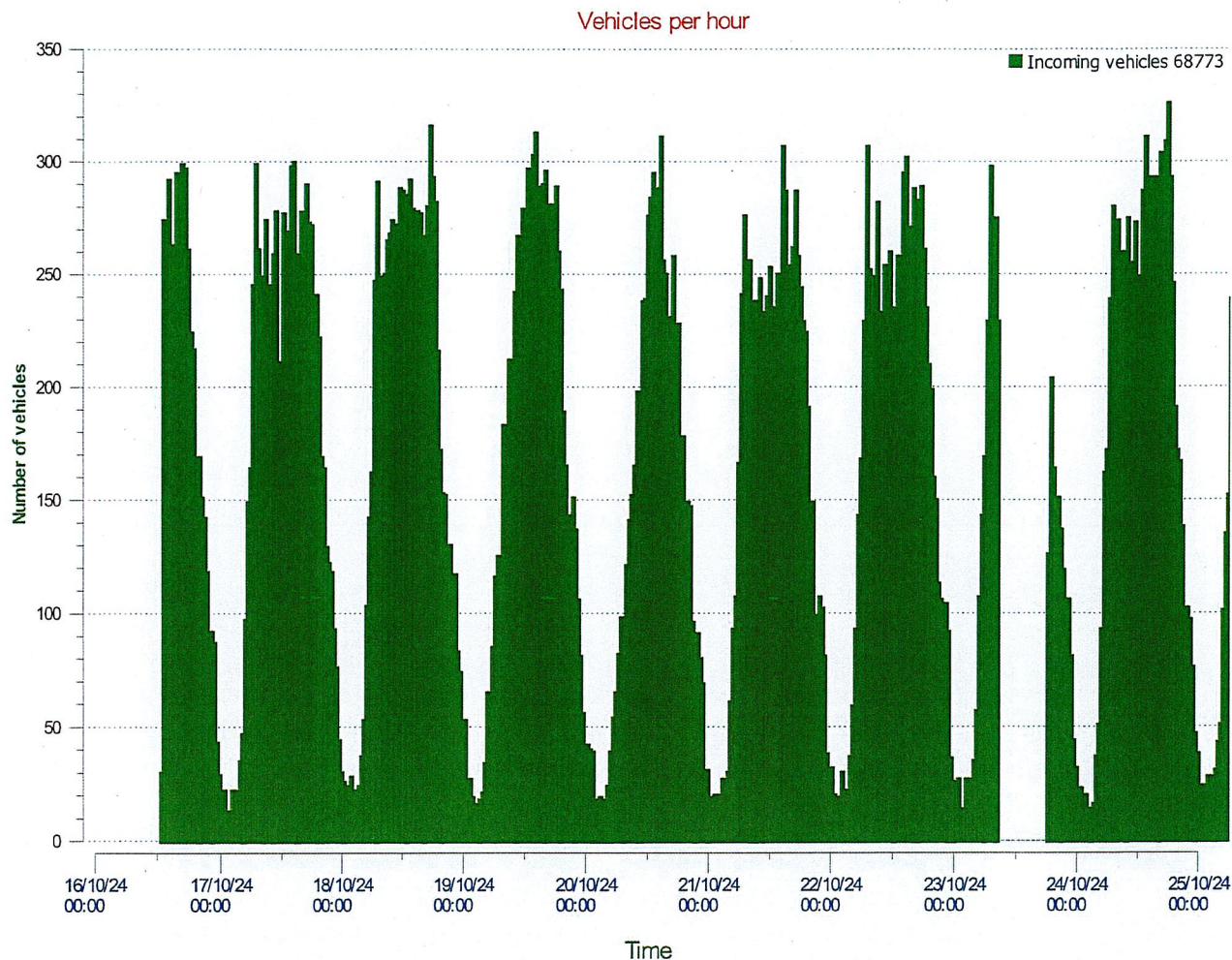
**Comments:** westbound  
10-16-2024-1025-2024  
25 mph



**Start date:** Wednesday, October 16, 2024 12:30 PM  
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10-16-2024-1025-2024  
25 mph

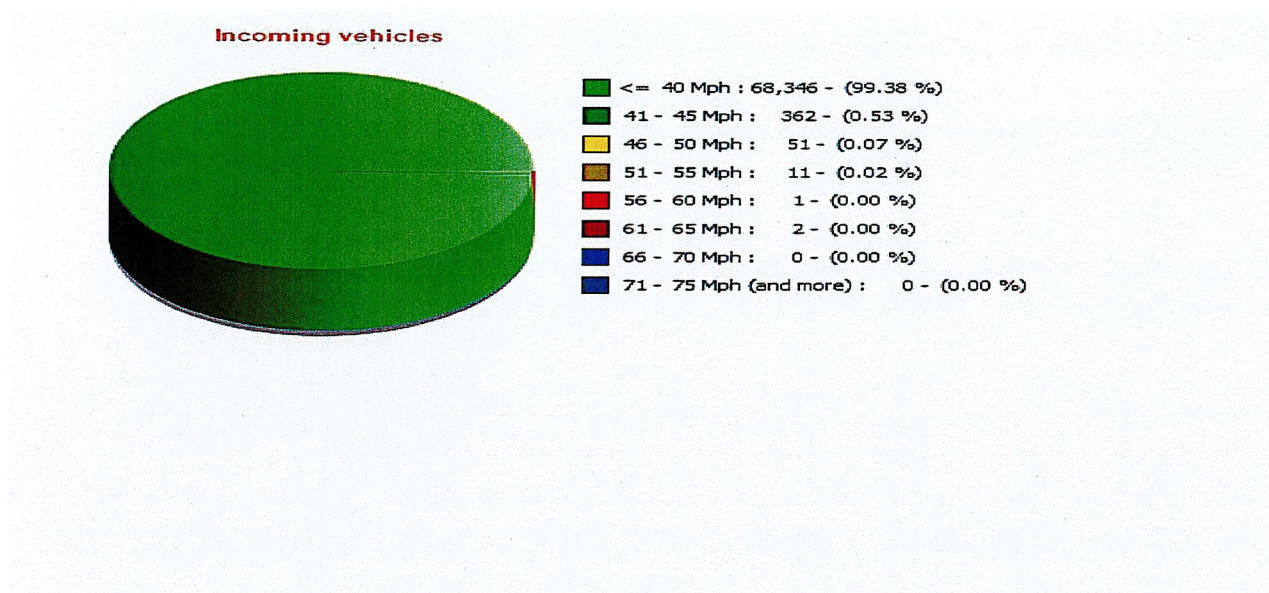


**Start date:** Wednesday, October 16, 2024 12:30 PM  
**End date:** Friday, October 25, 2024 12:00 PM

**Location:** 500 block west main street

**Comments:** westbound  
10-16-2024-1025-2024  
25 mph





**Start date:** Wednesday, October 16, 2024 12:30 PM

**End date:** Friday, October 25, 2024 12:00 PM

**Location:** 500 block west main street

**Comments:** westbound  
10-16-2024-1025-2024  
25 mph



FUND BALANCES	9/30/2024
TOWNSHIP	
GENERAL FUND -JBT #1830	\$ 451,190.20
GENERAL FUND -PLGIT PRIME #00003042010	\$ 1,758,484.13
LIQUID FUELS - JBT # 9076	\$ 63,858.87
LIQUID FUELS - PLGIT CLASS# 3042049	\$ 35,837.02
LIQUID FUELS - PLGIT PRIME# 3042049	\$ 180,922.18
MS4 - JBT #1855	\$ 96,487.84
MS4- PLGIT PRIME #3042132	\$ 152,120.42
PAYROLL FUND	\$ -
RECREATION FUND	\$ 8,151.11
CAPITAL RESERVE FUNDS - JBT #9092	\$ 623.44
CAPITAL RESERVE FUNDS - PRIME #3041258	\$ 898,287.69
WASTE AND RECYCLING FUND	\$ 122,922.58
ARPA FUNDS - JBT 9100	\$ 2,238.44
ARPA FUNDS - PLGIT #3042145	\$ 425.27
<b>ESCROW FUNDS</b>	
MARTY'S MUSIC ESCROW	\$ 14,035.35

## Code & Zoning Officers Report

Month of OCTOBER 2024

### **Zoning Permits Issued**

24-55 – Shed– 1439 E Walnut Street  
24-56 – Fence – 138 S King Street  
24-57 – Addition – 1450 Cedar Street  
24-58 – New Mobile Home – 48 Stone Hill Village  
24-59 – Renovations – 333 W. Main Street

### **Property Maintenance Enforcement Notices Sent**

51 S. Manheim Street – Junk on Porch - COMPLAINT  
317 W. Main Street – Junk on Porch – COMPLAINT  
208 W. Sheridan Avenue – Junk in rear yard – NOTHING DONE  
145 S. King Street – COMPLIANT  
56 N. King Street – Dangerous garage – CITATION ISSUED  
502 W. Queen Street – Weeds, broken fence, rubbish, and dangerous shed – CITATIONS ISSUED  
344 E. Main Street – Junk and Rubbish – WORKING ON PROPERTY  
333 W. Main Street – Junk on Porch, rear yard, and work on exterior. – COMPLAINT ON PORCH CLEANED UP  
316 W. Water Street – Rubbish in yard – NEED REINSPECTION  
300 Water Street – Rubbish, Vehicles and Junk – NEED REINSPECTION  
336 W. Main Street – Junk, Rubbish and Vehicle – COMPLAINT  
118 W. Main Street – Weeds, Grass, and Rubbish -COMPLAINT  
314 W. Sheridan Avenue – Vehicles and Rubbish – NOTHING  
252 W. Queen Street – Grass, Weeds, Vehicles, and dangerous structure. – COMPLAINT  
31 N. King Street – Rubbish – TRASH CLEANED UP – COMPLAINT  
401 W. Sheridan Avenue – Mattress -COMPLAINT  
132 Station Corner Drive – No permit for fence. – COMPLIANT  
416 W. Main Street – Rubbish and Appliances. – COMPLAINT  
241 W. Queen Street – Camper with tree laying on top of it. - STILL WORKING  
231 W. Queen Street – Vehicles and Rubbish- WORKING  
225 W. Lebanon Street – Rubbish and Furniture – COMPLAINT  
202 W. Main Street Rubbish and Weeds – RUBBISH STILL THERE  
18 East Main Street – Inoperable Vehicle  
18 East Main Street – Exterior of Property and Canopy.  
50-52 N Lancaster St.- Bushes on Sidewalk – COMPLAINT  
427 W. Queen Street – Vehicles -COMPLIANT  
427 W. Queen Street – Rubbish and Appliances – COMPLIANT  
200 E. Main Street – High Weeds – COMPLIANT  
1540 E. Main Street – High Weeds – SOME CLEANED UP

34 W. Sheridan Avenue – Weeds, Grass, and Rubbish  
36 W. Sheridan Avenue – Weeds, Grass, and Rubbish  
408 W. Queen Street – Trash and Rubbish - COMPLAINT  
406 W. Queen Street – Bad Roof and Rubbish- RUBBISH COMPLIANT WORK ON ROOF  
124 N Railroad Street – Rubbish – COMPLAINT  
147 W. Sheridan – Weeds-COMPLAINT  
56 N King Street – Weeds – SAID THEY ARE FLOWERS  
210 W Sheridan Avenue – Rubbish – COMPLAINT  
218 W. Main Street – Rubbish and Sofa - COMPLIANT  
208 W. Sheridan Avenue – Garage needs removed or repaired.  
208 E. Elm Street – No permit for home sharing.  
149 W. Sheridan Ave – Rubbish – COMPLIANT  
103 W. Queen Street – Rubbish – COMPLIANT ON SOME ISSUES  
49 S. Lancaster Street- Weeds -  
238 W. Queen Street – Vehicles  
238 W. Queen Street – Rubbish - COMPLAINT  
1010 E. Main Street – Shrubs -Complaint - COMPLAINT  
104 N Railroad Street – Shrubs – COMPLIANT  
147 W. Sheridan Ave – Weeds – COMPLIANT  
218 W. Main Street – Wood Rubbish - COMPLIANT  
802 E. Main Street – Vehicles – WORKING  
804 E. Main Street – Vehicles - WORKING  
808 E. Main Street -Vehicles – WORKING  
338 W. Main Street – Rubbish and Yard Waste – COMPLAINT  
201 W. Main Street – Rubbish - COMPLAINT  
124 S. Lancaster Street – Weeds and Rubbish – NEEDS TO WORK ON BACK YARD

#### **New Notices Sent**

327 W. Church Street – Rubbish and Weeds  
37 N Long Street – Noise and Rubbish

#### **Code Enforcement Notices Sent**

502 W. Queen Street – Storage of Junk – FILING CITATION – **FINED AND WILL REFILE NOTHING DONE.**  
344 E. Main Street – Storage of Junk  
300 Water Street – Storage of Junk

#### **Zoning Enforcement Notices Sent**

344 E. Main Street – Storage of boats  
300 Water Street – Junk car and camper

DATE	NAME	ADDRESS	VIOLATION	DATE INSPECTED AFTER NOV
4/25/2024	HOLLY HELSEL	51 S MANHEIM STREET	JUNK ON FRONT PORCH	6/6/2024 - COMPLIANT
4/25/2024	JOHN WENTLING	317 W MAIN STREET	JUNK ON FRONT PORCH	9/9/24 STUFF ON PORCH AGAIN
4/25/2024	RICHARD/MATTHEY JARRY	208 W SHERIDAN AVE	JUNK IN REAR YARD	
4/25/2024	JASON CHERESINI	145 S KING STREET	JUNK IN YARD	6/6/2024 - COMPLAINT
4/25/2024	MATTHEW GONZALEZ	502 W QUEEN STREET	JUNK IN YARD AND DEMO BUILDINGS	10/22/2024 - DJ HEARING FINED - NOTHING DONE
4/25/2024	PETER GATES	56 N KING STREET	GARAGE	6/6/2024 - CITATION SENT AND FINE RECEIVED NOT COMPLAIN YET
4/26/2024	NINH KIEU	344 E MAIN STREET	JUNK/VEHICLES, BOATS AND RUBBISH	6/6/2024 - CLEANING UP - STILL A LOT TO DO
4/26/2024	JULIO PENA	333 W MAIN STREET	JUNK & EXTERIOR CONDITIONS	6/6/2024 - FRONT PORCH CLEANED UP - LOOK AT REAR YARD
4/30/2024	TED KELLER	316 W WATER STREET	RUBBISH	8/1/2024 - NOTHING DONE
4/30/2024	ERIC FOX	300 WATER STREET	RUBBISH/VEHICLES AND JUNK ALL OVER	
5/23/2024	ROBERT/AUDREY SHENK	336 W MAIN STREET	JUNK/RUBBISH/VEHICLE	8/1/24 - COMPLAINT
5/23/2024	ST ANTHONY COPTIC ORTHODOX CHURCH	118 W MAIN STREET	WEEDS, GRASS AND RUBBISH	6/6/2024 - COMPLIANT
5/23/2024	LARY/JUDY COOK	314 W. SHERIDAN AVENUE	VEHICLES AND RUBBSH	8/1/24 - NOTHING DONE
5/23/2024	FIPPERS AND KEEPERS LLC	252 W QUEEN STREET	GRASS/WEEDS AND VEHICLES - DANGEROUS STRUCTURE	7/11/24 - ALL CLEANUP AND BUILDING REPAIRED
5/23/2024	DUSTIN/BREANNE ZIDAK	31 N KING STREET	RUBBISH	6/6/2024 - TARP STILL THERE - TRASH CLEANED UP
5/23/2024	PHILIP HALDEMAN	401 W SHERIDAN AVE	MATTERESS	6/6/2024 - MATTERESS GONE
5/23/2024	BEDA AND DAL RAI	132 STATION CORNER DRIVE	NO PERMIT FOR FENCE	6/6/2024 - PERMIT ISSUED
5/23/2024	ROBERT RAUSCH	416 W MAIN STREET	RUBBISH AND APPLIANCES	6/6/2024 - RUBBISH CLEANED UP
6/12/2024	DAWN BASSELGIA	241 W QUEEN STREET	CAMPER	8/1/24 CAMPER DEBRIS NEEDS CLEANED UP
6/12/2024	GLENN A HEISEY & DOREEN A. HEISEY	231 W QUEEN STREET	VEHICLES AND RUBBSH	8/1/24 NOTHING DONE
6/12/2024	MARK AND MARYANN GACONA-DAROK	225 W LEBANON STREET	RUBBISH AND FURNITURE	8/1/24 CLEANED UP
6/12/2024	DAEWOOD AND YEAGER LLC - CORVETTE	202 W MAIN STREET	RUBBISH AND WEEDS	7/11/24 - WEEDS REMOVED BUT RUBBISH STILL THERE
6/12/2024	CHRISTOPHER T BEHNEY JR	18 EAST MAIN STREET	INOPERABLE VEHICLE	
6/12/2024	CHRISTOPHER T BEHNEY JR	18 EAST MAIN STREET	EXTERIOR OF PROPERTY AND CANOPY	
6/27/2024	MICHEAL FUNK	50-52 N LANCASTER STREET	BUSHES ON SIDEWALK	7/10/2024 - BUSHES REMOVED
6/27/2024	BRICE CRAWFORD	427 W QUEEN STREET	VEHICLES	7/11/24 ALL CLEANED UP
6/27/2024	BRICE CRAWFORD	427 W QUEEN STREET	RUBBISH, APPLIANCE CONSTRUCTION DEBRIS	7/11/24 ALL CLEANED UP
7/11/2024	ST MARK LUTHERAN CHURCH	200 E MAIN STREET	HIGH WEEDS	8/1/24 ALL CLEANED UP
7/11/2024	MARK DUNKLE	1504 E MAIN STREET	HIGH WEEDS	8/1/24 - SOME CLEANED UP
7/11/2024	MARSHA ROUX	34 W SHERIDAN AVE	WEEDS, GRASS AND RUBBISH	8/1/24 - BAGS STILL IN YARD
7/11/2024	CLARENCE AND KATHERINE SAUL	36 W SHERIDAN	WEEDS, GRASS AND RUBBISH	8/1/24 NOTHING DONE
7/11/2024	JACUELINE SOUDER	408 W QUEEN STREET	TRASH AND RUBBISH	8/1/24 - ALL CLEANED UP
7/11/2024	JOAN CLAWSER	406 W QUEEN STREET	BAD ROOF AND RUBBISH	8/1/24 - CLEANED UP - WORKING ON SOMEONE TO FIX ROOF
7/11/2024	STILLWATER GROUP	124 N RAILROAD STREET	RUBBISH	8/1/24 - CLEANED UP
7/11/2024	JVM REAL ESTATE	147 W SHERIDAN AVE	BAD FENCE	8/19/2024 - CLEANED UP
7/11/2024	ANN GATES	56 N KING STREET	WEEDS, GRASS AND RUBBISH	8/19/2024 NO WEEDS REMOVED, SAID THERE FLOWERS
7/11/2024	NATHAN APPEL	210 W SHERIDAN AVENUE	RUBBISH	8/1/24 CLEANED UP
7/11/2024	HEATHER KREIDER	218 W MAIN STREET	RUBBISH AND SOFA	8/1/24 - CLEANED UP
7/11/2024	RICHARD/MATTHEY JARRY	208 W SHERIDAN AVE	GARAGE NEEDS REPAIRED OR REMOVED	8/1/24 - CLEANED UP
7/19/2024	MATTHEW TORRENTI	208 E ELM STREET	NO PERMIT FOR HOMESHARING	8/1/24 NOTHING DONE
8/5/2024	HOWARD F. WOOD	149 W SHERIDAN AVE	RUBBISH	9/9/24 COMPLAINT
8/5/2024	SCOTT GRABY	103 W QUEEN STREET	RUBBISH	9/9/24 NOTHING
8/5/2024	JEREMY SMILEK	49 S LANCASTER AVENUE	WEEDS	9/9/24 NOTHING
8/5/2024	RAYMOND GILVERSLLEEVE	238 W QUEEN STREET	VEHICLES	
8/5/2024	RAYMOND GILVERSLLEEVE	238 W QUEEN STREET	RUBBISH	
8/5/2024	ANTHONY BETZ	1010 E MAIN STREET	SHRUBS	8/19/2024 ALL CLEANED UP
8/5/2024	DENNIS TULLI	104 N RAILROAD STREET	SHRUBS	8/19/24 ALL BUSHED CUT

8/5/2024	JVM REAL ESTATE	147 W SHERIDAN AVE	WEEDS	8/19/24 ALL CLEANED UP	
8/19/2024	HEATHER KREIDER	218 W MAIN STREET	WOOD	9/9/24 COMPLAINT	
8/19/2024	ELIAS SCANTZOS	802 E MAIN STREET	VEHICLES	9/9/24 WORKING ON IT	
8/19/2024	WILLIAM SCANTZOS	804 E MAIN STREET	VEHICLES	9/9/24 WORKING ON IT	
8/19/2024	ELIAS SCANTZOS	808 E MAIN STREET	VEHICLES	9/9/24 WORKING ON IT	
8/19/2024	ADRIAN RODRIQUEZ	338 W MAIN STREET	RUBBISH AND YARD WASTE	9/18/2024 COMPLIANT	
8/19/2024	SOMI RIZAL	201 W MAIN STREET	RUBBISH	9/9/24 OKAY	
9/10/2024	TINA FESSLER	124 S. LANCASTER ST	RUBBISH	NEEDS TO WORK ON BACK YARD	
9/10/2024	TINA FESSLER	124 S. LANCASTER ST	WEEDS	COMPLAINT	
9/10/2024	TINA FESSLER	124 S. LANCASTER ST	WEEDS ON SIDEWALKS	COMPLIANT	
10/1/2024	JOSEPH L. GREENINGER	327 W CHURCH STREET	RUBBISH AND WEEDS		
10/1/2024	OPPC LLC	37 N LONG STREET	NOISE AND RUBBISH ON PORCH		



# Life Lion

## Emergency Medical Services

### Monthly Operational Report

Total EMS activity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Total EMS calls handled by Life Lion in Annville Twp.	49	55	53	53	54	64	57	37	54				476
Total monthly calls Annville unit in handled in other municipalities	154	103	112	103	145	126	95	123	115				1076
Annville Twp. calls handled by Mutual Aid	9	7	5	3	5	5	2	7	3				46

#### Life Lion Responses from Annville Station (4-11) by Municipality

<b>Annville</b>	<b>36</b>
Palmyra	22
Lebanon	18
North Annville	13
North Londonderry	9
Bethel	8
Derry	8
Jonestown	5
North Lebanon	4
South Londonderry	4
South Annville	3
Swatara	3
Union	3
West Cornwall	3
Cleona	2
Cornwall	2
East Hanover	2
North Cornwall	2
South Hanover	2
Mount Gretna	1
South Lebanon	1

### Median Response Time

**6 minutes**

### Average Time on Task

**71 minutes**



**Annville**

**September 2024**

## **BUDGET INSPECTION NOTICE**

The proposed budget for fiscal year 2025 for Annville Township, Lebanon County, Pennsylvania, has been prepared and is available for inspection at Annville Town Hall, 36 North Lancaster Street, Annville, PA 17003 between the hours of 8:00 AM and 4:30 PM, Monday through Friday, and online at [www.annvilletwp.com](http://www.annvilletwp.com). The Board of Commissioners will adopt the final budget at a meeting to be held December 3, 2024, at 7:00 PM in Annville Town Hall.

## **BUDGET ADOPTION NOTICE**

The 2025 budget for Annville Township, Lebanon County, Pennsylvania has been adopted and is available for public inspection Monday through Friday between the hours of 8:00 AM and 4:30 PM at the Annville Township Office, 36 North Lancaster Street, Annville, PA 17003, and online at [www.annvilletwp.com](http://www.annvilletwp.com).



## ANNVILLE TOWNSHIP 2025 MEETING SCHEDULE NOTICE

Notice is hereby provided as required by law that the Annville Township Board of Commissioners, Annville Township Authority, Planning Commission, and Historic Architectural Review Board will hold public meetings in Annville Town Hall, 36 North Lancaster Street, Annville, PA 17003 on the following dates:

	Board of Commissioners  7:00 PM	Planning Commission (as needed) 6:00 PM	Historic Architectural Review Board (as needed) 7:00 PM	Authority  5:30 PM
January	01/07/25***	01/13/25	01/20/25	01/28/25
February	02/04/25	02/10/25	02/17/25	02/25/25
March	03/04/25	03/10/25	03/17/25	03/25/25
April	04/01/25	04/14/25	04/21/25	04/22/25
May	05/06/25	05/12/25	05/19/25	05/27/25
June	06/03/25	06/09/25	06/16/25	06/24/25
July	07/01/25	07/14/25	07/21/25	07/22/25
August	08/05/25	08/11/25	08/18/25	08/26/25
September	09/02/25	09/08/25	09/15/25	09/23/25
October	10/07/25	10/14/25***	10/20/25	10/28/25
November	11/05/25***	11/10/25	11/17/25	11/25/25
December	12/02/25	12/08/25	12/15/25	12/16/25

All monthly meetings of the Board of Commissioners will provide opportunity for public discussion of the Township's MS4/stormwater management program.

The Planning Commission and HARB meet on an as-needed basis. Anyone having any business for the Planning Commission or HARB should contact the Township Office at 717-867-4476 at least ten (10) calendar days prior to the meeting date for that month.

\*According to law, the first meeting in an even-numbered year must occur on the first Monday in January, unless this date is a legal holiday.

\*\*\*If a scheduled meeting falls on an observed holiday, the meeting will be scheduled for the following working day.

<u>HOLIDAYS 2025</u>	<u>DATE</u>
NEW YEARS DAY	January 1, 2025
MARTIN LUTHER KING JR. DAY	January 20, 2025
PRESIDENTS DAY	February 17, 2025
GOOD FRIDAY	April 18, 2025
PRIMARY ELECTION DAY	May 20, 2025
MEMORIAL DAY	May 26, 2025
JUNTEENTH	June 19, 2025
INDEPENDENCE DAY	July 4, 2025
LABOR DAY	September 1, 2025
COLUMBUS DAY	October 13, 2025
GENERAL ELECTION DAY	November 4, 2025
VETERANS DAY	November 11, 2025
THANKSGIVING DAY	November 27, 2025
CHRISTMAS EVE 1/2 DAY	December 24, 2025
CHRISTMAS DAY	December 25, 2025
NEW YEARS EVE 1/2 DAY	December 31, 2025

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## NOTICE

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AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF ANNVILLE, LEBANON COUNTY, PENNSYLVANIA FIXING THE TAX RATE FOR THE YEAR 2025 AND APPROPRIATING SPECIFIC SUMS ESTIMATED TO BE REQUIRED FOR THE SPECIFIC PURPOSES OF THE MUNICIPAL GOVERNMENT DURING 2025.

The Annville Township Board of Commissioners, at its Regular Meeting on Tuesday, December 3, 2024, at 7:00 P.M. at the Annville Town Hall, 36 North Lancaster St., Annville, PA 17003, will consider for adoption an ordinance fixing the tax rate for the year 2025 and appropriating specific sums estimated to be required for the specific purposes of the municipal government during 2025.

The ordinance provides as follows: Fixing the tax rate levied on real property subject to taxation for the year 2025 at 5.79 mills on each dollar of assessed valuation; Appropriating specific sums estimated to be required for the specific purposes of the municipal government during 2025; Location of estimate of the specific items making up the amounts appropriated to the respective departments; Repealer; and Effective date.

A complete copy of the ordinance is available for review at the office of the Annville Township Secretary, Annville Town Hall, 36 North Lancaster St., Annville, PA 17003, Monday through Friday, between the hours of 8:00 A.M. until 4:30 P.M., and on the Annville Township website at [www.annvilletwp.com](http://www.annvilletwp.com).

Annville Township  
Board of Commissioners

**ANNVILLE TOWNSHIP  
NOTICE OF TAX LEVY  
UNDER ACT 511**

Annville Township, Lebanon County, Pennsylvania hereby gives notice of its intention to levy a 1.0% Realty Transfer Tax and a 0.5% Earned Income Tax to meet the expenses of the general operation of the Township during 2025 and a Local Services Tax of \$52 annually on individuals employed in the Township who earn in excess of \$12,000 to meet the emergency services expenses of the Township during 2024. The approximate amount to be derived from these taxes will be \$700,200. The Realty Transfer Tax, Earned Income Tax, and Local Services Tax are enacted under the authority of the Act of Dec. 31, 1965, P.L. 1257, as amended.

## 2024 – 2025 STRAY HOUSING AGREEMENT

This agreement made as of this 1<sup>st</sup> day of October, 2024 by and between the Humane Society of Lebanon, 150 N. Ramona Road, Myerstown, PA 17067, a Pennsylvania non-profit corporation (hereinafter "HSLC") and **Annville Township** (hereinafter "Local Governing Body")

This agreement between the Local Governing Body and HSLC is for the housing and care of stray animals found in your municipality, brought to the shelter by any resident, the police department, humane agents and the dog law enforcement officer for the year beginning October 1<sup>st</sup>, 2024 through September 30<sup>th</sup>, 2025. The HSLC will provide Annville Township, at a cost of **\$300.00**, the following services: housing, medical treatment, handling owner reclaims, adoption procedures, euthanasia, disposal, rabies checks, and preparing state forms at a cost of \$50.00 per animal. We cannot project how many animals we will receive from your municipality in the next contract period of October 1, 2024 – September 30, 2025 so this figure is based on last fiscal year's figure of 6 animals.

In consideration of the mutual covenants herein contained and intending to be legally bound, the parties hereto agree that:

1. The HSLC will accept and house stray domestic animals (dogs and cats) in conformity with the procedures of the HSLC concerning stray animal and "Dog Law" Act #225.
2. The HSLC will not pick up or transport any domestic animals to the shelter. Strays will be accepted from the public during normal business hours. 24-hour access to non-staffed stray drop off facilities will be provided to the police or designated municipal representatives.
3. The HSLC shall have no responsibility or obligation to remove dead animals, domestic or wild, from roadways or private property.
4. The HSLC is an independent contractor to the Local Governing Body and none of its agents or officers shall be construed as, or represent themselves as employees of the Local Governing Body.
5. The undersigned officer, agent, or employee of the Local Governing Body represents and warrants that they have the authority to contract and bind the Local Governing Body.

Copies of stray animal intake forms were previously sent to your municipality. **Please return payment of \$300.00 along with your signed agreement by December 1, 2024.** Any questions, please do not hesitate to contact us at 717-628-1369, Tuesday – Sunday, 11AM – 4PM.

Thank you for your continued participation and partnership with HSLC in our mission to provide adequate animal care in Lebanon County.

\_\_\_\_\_  
Municipality Representative

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Humane Society of Lebanon County Representative

Date: 9/30/24



**AMENDMENT TO THE INTER-MUNICIPAL AGREEMENT**  
**BETWEEN THE TOWNSHIP OF ANNVILLE AND**  
**THE LEBANON COUNTY TREASURER'S OFFICE**

THIS AMENDMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2024 and effective as of January 1, 2025, by and between the ANNVILLE TOWNSHIP (hereinafter referred to as "Township") a Township of the First Class, and the LEBANON COUNTY TREASURER'S OFFICE (hereinafter referred to as "County") a statutory office for a Fifth Class County;

WHEREAS, the County and Township entered into an agreement on March 10, 2011 for the collection of Township real estate tax monies due and owed to the Township by and from the residents within its corporate boundaries;

WHEREAS, the County has indicated the cost of collection has increased since the original agreement was signed;

WHEREAS, the Township and County desire to modify the following paragraph of the Agreement referenced above between the Township and the County to reflect the increased cost associated with the collection of the tax as follows:

9. The Township agrees to pay the County the sum of one dollar (\$1.00) per Township tax bill collected by the County.

All other portions of the original Agreement shall remain in force.

ENACTED AND ORDAINED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
\_\_\_\_\_, 2024.

ANNVILLE TOWNSHIP

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Township Secretary

LEBANON COUNTY TREASURER'S OFFICE

\_\_\_\_\_  
Sallie A. Neuin, County Treasurer

By: \_\_\_\_\_  
Jamie Woglemuth  
County Administrator

## Candie Johnson

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**From:** Scott & Linda Artz <land.lock@verizon.net>  
**Sent:** Monday, October 7, 2024 12:18 PM  
**To:** Candie Johnson  
**Subject:** Christmas singing

Hello Ms Johnson,

Thanks for taking my call today. As we discussed, I attend Annville United Christian Church on Church Street. We thought it would be nice for our congregation to sing and play Christmas songs over the Christmas season at the square in Annville (next to the fountain) for an hour or two one evening, and possibly hand out cookies, hot chocolate and a flyer introducing our church. This is in the thought process at our church and we want to check with the township board if it is a possibility before putting effort into any planning. If this is a possibility we would coordinate the date with your administration team.

Thank you for your consideration. Looking forward to hearing from you.

Scott Artz  
717-306-8544 (cell)



**TOWNSHIP OF ANNVILLE**  
Lebanon County, Pennsylvania

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**ORDINANCE NO. 690**

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AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF ANNVILLE, LEBANON COUNTY, PENNSYLVANIA, (I) DISBANDING THE ANNVILLE TOWNSHIP POLICE DEPARTMENT; (II) APPROVING THE JOINING OF THE WESTERN LEBANON COUNTY REGIONAL POLICE DEPARTMENT; (III) APPROVING AND AUTHORIZING PROPER TOWNSHIP OFFICIALS TO EXECUTE PARTICIPATING MUNICIPALITY AGREEMENTS; AND (IV) AUTHORIZING PROPER TOWNSHIP OFFICIALS TO TAKE ALL OTHER ACTION AND EXECUTE ALL DOCUMENTS NECESSARY TO DISBAND THE ANNVILLE TOWNSHIP POLICE DEPARTMENT AND JOIN THE WESTERN LEBANON COUNTY REGIONAL POLICE DEPARTMENT.

WHEREAS, Annville Township (“Annville”) and Palmyra Borough (“Palmyra”) (collectively the “Municipalities” and individually a “Municipality”) are municipalities located within western Lebanon County; and

WHEREAS, the Intergovernmental Cooperation Act, 53 Pa C.S. §2301 et seq., permits municipalities to enter into agreements to cooperate in the performance of their respective functions, powers or responsibilities; and

WHEREAS, Section 1401 of the Pennsylvania First Class Township Code (the “Code”), 53 P.S. § 56401, authorizes the Annville Township Board of Commissioners to join or develop a consolidated regional police department; and

WHEREAS, Annville Board of Commissioners resolved on April 4, 2023, to join a regional police department; and

WHEREAS, Annville and Palmyra entered into an agreement to participate in and form the Western Lebanon County Regional Police Department; and

WHEREAS, the commencement of operations by the Western Lebanon County Regional Police Department have begun; and

WHEREAS, Annville Board of Commissioners desires to (1) disband its existing police force, the Annville Township Police Department, (2) become a Participating Municipality in the regional police department known as the Western Lebanon County Regional Police Department,

pursuant to the Charter Agreement; (3) appoint and accept the Western Lebanon County Regional Police Department as the police force of Annville Township, and (4) authorize proper Township officials to take all other action and execute all documents necessary to disband the Annville Township Police Department, and appoint and accept the Western Lebanon County Regional Police Department as the police force of Annville Township.

BE IT ORDAINED AND ENACTED by the Board of Commissioners of the Township of Annville, Lebanon County, Pennsylvania, and it is hereby ordained and enacted as follows:

**Section 1 Abolishment.** The Annville Township Police Department shall be disbanded and abolished effective the day of May 26, 2024, at 11:59:59 pm.

**Section 2 Termination of Employment.** As a logical and necessary result of the disbanding of the Annville Township Police Department, the employment of all Annville Township employees employed in the Annville Township Police Department is hereby terminated, effective as of the day of May 26, 2024, at 11:59:59 pm.

**Section 3 Appointment of Western Lebanon Regional Police Department.**

3.1 The Western Lebanon County Regional Police Department is hereby appointed and accepted as the police force of Annville Township, effective as of the day of May 27, 2024, at 12:00 am.

3.2 Annville Township shall serve as a Participating Municipality as that term is defined under the Western Lebanon County Regional Police Department Charter Agreement, dated April 4, 2023. A true and correct copy of the Charter Agreement is attached hereto, as Exhibit “A.”

**Section 4 Substation.** The Western Lebanon County Regional Police Department’s use of the space located within the Annville Township Municipal Building, as a Western Lebanon County Regional Police Department substation, is hereby approved, and proper officials of Annville Township are hereby authorized and directed by the Board of Commissioners to execute all paperwork necessary to effectuate the use of the substation.

**Section 5 Intergovernmental Cooperation.** As required by the Intergovernmental Cooperation Act, 53, Pa. C.S. §§ 2301- 2317, the following matters are specifically found and determined:

a) The conditions of Annville Township's agreement with Western Lebanon County Regional Police Department are found in the Charter Agreement attached hereto as Exhibit "A."

b) The initial term of the Charter began on April 4, 2023, and shall end on December 31, 2028, with automatic renewals five (5) years thereafter, subject to the dissolution of the Western Lebanon County Regional Police Department. The duration of the Participating Municipality Agreement shall begin on the date of mutual execution by the parties and continue in conjunction with, and until termination of, the Charter or Annville Township's withdrawal from the Western Lebanon County Regional Police Department as a participating municipality in accordance with the provisions of the Charter, whichever occurs first in time.

c) The purpose and objective of the Charter Agreement, including the powers and scope of authority delegated, are found in the Charter Agreement attached hereto as Exhibit "A."

d) The manner and extent of financing the Western Lebanon County Regional Police Department is addressed in the Charter Agreement, with each participating municipality contributing using the per capita method to the Western Lebanon County Regional Police Department.

e) Pursuant to the Charter Agreement, the Western Lebanon County Regional Police Department shall be under the general supervision and control of the Western Lebanon County Regional Police Department Commission, which, as of the day of will be comprised of two members from Annville Township, two members from Palmyra Borough, and one (1) citizen at large. The Commission will, at all times, so long as it remains consistent and true to the Charter Agreement shall have the power to alter the number of members appointed to the commission.

f) Certain property and equipment of Annville Township is to be contributed or transferred to the Western Lebanon County Regional Police Department. All purchases of property and/or equipment are to be made and disposed of as provided in the Charter Agreement. Thereafter, property, both real and personal, shall be acquired, managed, licensed, and disposed of from time to time as the Western Lebanon County Regional Police Department Commission may determine to be necessary or appropriate to meet the purpose and objectives of the Western Lebanon County Regional Police Department, and at all times in a manner fully in compliance with applicable federal and state laws, statutes, regulations, policies, and rules.

g) The Western Lebanon County Regional Police Department Commission shall be empowered to enter into contracts for policies of group insurance and employee benefits, including Social Security, for its employees.

**Section 6 Full Additional Authority of Proper Officials.** Proper Annville Township officials are hereby authorized and directed on behalf of Annville Township to take any and all other actions, and execute and deliver all other documents, deemed appropriate and necessary to effectuate the purposes of this Ordinance, including without limitation, disbanding the Annville Township Police Department, and accepting and appointing the Western Lebanon County Regional Police Department as the police force of Annville Township.

**Section 7 Repealer.** Any and all prior ordinances and/or resolutions and/or any and all portions of prior ordinances and/or resolutions that are in conflict with this Ordinance are hereby repealed to the extent of such conflict. The remaining prior ordinances, resolutions and/or portions thereof not modified hereby shall remain the same.

**Section 8 Powers of Commission.** The Western Lebanon Regional Police Department Commission is, and shall at all relevant times be, empowered to enter into contracts for the purchases of property, equipment, materials and supplies, and shall be authorized to enter into contracts for policies of group insurance and employee benefits, including social security, for its employees, subject to the budgetary restrictions and other provisions contained in said Agreement, and shall have all other powers and authority as provided in said Agreement and not otherwise denied by the laws of the Commonwealth of Pennsylvania or the United States of America.

**Section 9 Severability.** If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Ordinance. It is hereby declared as the intent of the Annville Township Board of Commissioners that this Ordinance would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section, or part thereof not been included therein.

**Section 10 Effect.** This Ordinance shall take effect in accordance with applicable law.

ORDAINED AND ENACTED this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

BY ANNVILLE TOWNSHIP  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Candie Johnson, Secretary

BY: \_\_\_\_\_  
Rex A. Moore, President

(TOWNSHIP SEAL)

# **TOWNSHIP OF ANNVILLE**

Lebanon County, Pennsylvania

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## **ORDINANCE NO. 691**

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AN ORDINANCE TO AMEND CHAPTER 6, CONDUCT OF THE ANNVILLE TOWNSHIP CODE OF ORDINANCES TO ADD PART 10, PANHANDLING AND LOITERING.

BE AND IT IS HEREBY ORDAINED AND ENACTED by the Board of Commissioners of the Township of Annville, Lebanon County, Pennsylvania, as follows:

Section 1. The Annville Township Code of Ordinances Chapter 6, conduct shall be amended by adding Part 10, Panhandling and Loitering, which shall provide as follows:

### **Chapter 6**

#### **Panhandling and Loitering**

##### **§1001 Short Title.**

This chapter shall be known and may be cited as the Annville Township Panhandling and Loitering Ordinance.

##### **§1002 Purpose**

The Board of Commissioners has enacted this ordinance to provide the officers of the Police Department with an additional tool to address aggressive panhandling or loitering when it is reported or when officers encounter such aggressive panhandling or loitering. The Township recognizes the constitutional right of free speech to ask someone for money and desires to balance such constitutional right with the rights of persons to walk on the streets and sidewalks of the Township free from harassment.

##### **§1003 Definitions and Word Usage.**

In this chapter the following words and phrases shall have the meanings indicated herein.

##### **AUTOMATED TELLER MACHINE**

A device, linked to a financial institution's account records, which is able to carry out transactions, including but not limited to account transfers, deposits, cash withdrawals, balance inquiries, and mortgage and loan payments.

## **AUTOMATED TELLER MACHINE FACILITY**

This area comprised of one or more automatic teller machines and any adjacent space which is made available to banking customers after regular banking hours.

## **CHECK CASHING BUSINESS**

Any entity duly licensed by the Pennsylvania Department of Banking to engage in the business of cashing checks, drafts, or money orders for consideration pursuant to the Check Cashier Licensing Act, Act of February 18, 1998, P.L. 146, as amended, 63 P.S. § 2301 et seq.

## **FINANCIAL INSTITUTION**

Any entity authorized to engage in the business of receiving money for deposit or transmission pursuant to Section 105 of the Pennsylvania Banking Code Act of November 30, 1965, P.L. 847, as amended, 7 P.S. §105.

## **LOITERING**

- A. To stand around or remain or to park or remain parked in a motor vehicle at a public place or place open to the public and engage in any conduct prohibited under this law; or
- B. To collect, gather, congregate, or to be a member of a group or a crowd of people who are gathered together in any public place or place open to the public and to engage in any conduct prohibited under this law.

## **OUTDOOR CAFÉ**

A use characterized by outdoor table service of food or beverage prepared for service in a structure located adjacent, attached or in close proximity thereto for consumption on the premises.

## **PANHANDLING IN AN AGGRESSIVE MANNER**

- A. Following behind, ahead or alongside a person for more than 25 feet either before, during or after soliciting if that conduct is intended or is likely to cause a reasonable person to fear bodily harm to oneself or to another or damage to or loss of property otherwise be intimidated into giving money or other thing of value;
- B. Continuing to solicit from a person after that person has given a negative response to such soliciting or walked away from the solicitor;
- C. Intentionally touching or causing physical contact with the solicited person without such person's consent;
- D. Intentionally blocking or interfering with the safe or free passage of a person or vehicle being solicited by any means, including unreasonably causing a person or vehicle operator to take evasive action to avoid physical contact;
- E. Using profane or abusive language or speaking in an unreasonably loud volume, either during the solicitation or following a refusal to make a donation, or making any

- statement or gestures toward a solicited person which would cause a reasonable person to be fearful or feel compelled; or
- F. Soliciting from a person while that person is waiting in line for entry to a building or for another purpose.

### **PANHANDLING, SOLICITING, and BEGGING**

“Panhandling”, “soliciting” and “begging” shall be used interchangeably in this chapter and shall mean asking or soliciting in person for an immediate donation of money or objects of value, with the intention that the money or object be transferred at that time and at that place, for charity or personal gain. “Panhandling” shall include, but not be limited to, using the spoken, written or printed word, bodily gestures, or signs, with the purpose of obtaining an immediate donation of money or other thing of value. “Panhandling” shall also include exchanges in which the person being solicited receives an item or thing of little or no monetary value in exchange for a donation, under circumstances where a reasonable person would understand that the transaction is in substance a donation. Panhandling does not include passively standing or sitting with a sign or other indication that one is seeking donations, without addressing any solicitation to any specific person other than in response to an inquiry by that person. Music or other street performances are exempted.

### **PLACE OPEN TO THE PUBLIC**

Any place open to the public to which the public is invited and in, on, or around any privately owned place of business, private parking lot, or private institution, including places of worship, cemetery, or any place of amusement and entertainment, whether or not a charge of admission or entry thereto is made. It includes the elevator, lobby, halls, corridors, streets and highways, and areas open to the public at any store, office or apartment building.

### **POLICE DEPARTMENT**

The Western Lebanon County Regional Police Department or any successor police department providing police protective services to the Township.

### **PUBLIC PLACE**

A place to which the public or a substantial group of persons has access, including by not limited to any street, highway, sidewalk, parking facility, plaza, transportation facility, school, place of amusement, park or playground, and any doorway, entrance, hallway, lobby or other portion of any business establishment, apartment house or hotel not constituting a room or apartment designed for actual residence.

### **PUBLIC TOILET**

Any “porta potty” located on public property or any restroom facilities located within any public park or swimming pool which are intended for use by the general public.



## **PUBLIC TRANSPORTATION VEHICLE**

Any vehicle, including a trailer bus, designed, used or maintained for carrying 10 or more person, including the driver, or a passenger vehicle designed for carrying fewer than 10 persons, including the driver, and used to carry passengers for hire.

## **SIDEWALK CAFÉ**

A use located on a public sidewalk which is located adjacent to a full-service restaurant where food and beverages are prepared, served, and sold and are delivered for consumption on the sidewalk. It is characterized by the presence of tables and chairs and may be shaded by canopies, awnings, or umbrellas. It shall also include the public right-of-way connecting the main restaurant to the sidewalk café.

## **TOWNSHIP**

The Township of Annville, Lebanon County, Pennsylvania.

### **§1004. Loitering; obstructing public places.**

- A. No person shall loiter in a public place, as heretofore defined, in such manner as to obstruct any public street, public sidewalk, public bridge, or other public place or public building by hindering or impeding or tending to hinder or impede the free and uninterrupted passage of vehicles or pedestrians.
- B. No person shall commit in or upon any public street, public sidewalk, public bridge, or other public place or public building any act which obstructs or interferes with the free and uninterrupted use of the property or the lawful conducting of any business by anyone in or upon or facing or fronting on any such public street, public sidewalk, public bridge, or other public place or public building, in such manner as to hinder or impede the free and uninterrupted ingress and egress thereto.
- C. As used in this section the word “obstructs” means renders impassable without unreasonable inconvenience or hazard. No person shall be deemed guilty of an offense under this section solely because of a gathering of person to hear him/her speak or otherwise communicate, or solely because of being a member of such gathering.
- D. Refusal to move on.
  - (1) No person in a gathering shall refuse to obey a reasonable official request or order to move.
    - [a] To prevent obstruction of a highway or other public passage; or
    - [b] To maintain public safety by dispersing those gathered in dangerous proximity to a fire or other hazard.

- (2) An order to move, addressed to a person whose speech or other lawful behavior attracts an obstructing audience, shall not be deemed reasonable if the obstruction can be readily remedied by police control of the size or location of the gathering.

**§1005 Panhandling, soliciting, or begging prohibited acts.**

No person shall engage in an act of panhandling, solicitation, or begging:

- A. Within 25 feet of the outside perimeter of an outdoor café or a sidewalk café unless expressly authorized by the owner, manager, or supervisor of the establishment.
- B. On a private or residential property without permission from the owner or other person lawfully in possession of such property.
- C. Within 20 feet of public toilets.
- D. Within 20 feet of an entrance to or exit from any financial institution, check cashing business or automated teller machine without the consent of the owner of the property or another person legally in possession of such facilities; provided, however, that when an automated teller machine is located within an automated teller machine facility, such distance shall be measured from the entrance or exit of the facility.
- E. With an operator or a motor vehicle while such vehicle is located on any public street, for the purpose of the sale of goods or offering to perform a service in connection with such vehicle, or in exchange for blocking, occupying or otherwise reserving a public parking space or directing the operator or occupant to a public parking space; provided, however, that this subsection shall not apply to services being offered in connection with emergency repairs requested by the operator or occupant of such vehicle.
- F. In any public transportation vehicle, stop or facility or in any public parking lot or facility.
- G. In an aggressive manner, as defined in §1003 above, in any public place within the Township.

**§1006 Violations and penalties.**

- A. Any person or entity who shall violate the provisions of this article shall, upon conviction thereof in a summary proceeding before a Magisterial District Judge, be sentenced to pay a fine of not less than \$100 nor more than \$1,000, plus costs of prosecution, including the Township's reasonable attorney fees.
- B. In addition to any other remedy provided in this chapter, the Township may institute proceedings to restrain any violation of, or to require compliance with, this chapter.

- C. The existence or exercise of any remedy shall not prevent the Township from exercising any other remedy provided under this chapter or available at law or equity.

Section 2. All other sections, parts and provisions of the Annville Township Code of Ordinances shall remain in full effect as previously enacted and amended.

Section 3. In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such invalidity, illegality or unconstitutionality shall not affect or impair the remaining provisions, sections, sentences, clauses or parts of this Ordinance, it being the intent of Board of Commissioners of the Township of Annville that the remainder of the Ordinance shall be and shall remain in full force and effect.

Section 4. This Ordinance shall take effect and be in force from and after its enactment as provided by law.

ORDAINED AND ENACTED this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

BY ANNVILLE TOWNSHIP  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Candie Johnson, Secretary

BY: \_\_\_\_\_  
REX A. MOORE, PRESIDENT

(TOWNSHIP SEAL)

## COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "Lease"), is made and entered into as of the       day of      , 2024, by and between **Annville Township** a first class township duly organized and operating under the laws of the Commonwealth of Pennsylvania, with its principal office located at 36 N. Lancaster Street, Annville, Pennsylvania 17003 ("Lessor") and **Lebanon Valley College**, a Pennsylvania non-profit corporation with a registered office address of 101 North College Avenue, Annville, Pennsylvania 17003 ("Lessee") (Lessor and Lessee are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

IN CONSIDERATION of the mutual promises contained herein, and intending to be legally bound hereby, Lessor and Lessee agree as follows:

1. **Premises.** Lessor, for and in consideration of the covenants, conditions, agreements and stipulations of Lessee hereinafter set forth, does hereby demise and lease to Lessee and Lessee does hereby lease from Lessor, a portion of the parking lot currently owned by Lessor located next to the Annville Town Hall Building located at 36 North Lancaster Street, Annville, Pennsylvania and more specifically outlined in "**Exhibit A**" attached hereto (hereinafter referred to as "Leased Property"). The "Leased Property" consists of thirty (30) parking spaces in the municipal lot of the Annville Township Building.

2. **Term.**

a. The initial term of this Lease shall begin on                     , 2024 (the Commencement Date"), and end on May 20, 2025 (the "Initial Term").

b. Thereafter, the lease shall automatically renew on an annual basis and begin on August 20<sup>th</sup> of each year and continue until May 20<sup>th</sup> of that school year unless either Party seeks to terminate the Lease in accordance with this Agreement (the "Renewal Term").

c. This Lease may be terminated at the end of the Initial Term or at the end of any Renewal Term by either Party giving to the other Party written notice no later than June 15<sup>th</sup> preceding the upcoming school year.

d. During the Initial Term and any Renewal Terms the Leased Property during the prescribed time shall be for the exclusive use of Lessee.

3. **Rent.**

a. Lessee shall pay Lessor as follows:

i. August and May: Seven hundred fifty dollars 00/100 (\$750.00) each month.

ii. September - April: One thousand five hundred dollars 00/100 (\$1,500.00) per month.

b. Lessor will provide written notice of any increase in rent for the upcoming year no later than June 1<sup>st</sup>.

c. All Monthly Rental Payments shall be payable in advance, without demand, on the first (1st) day of each calendar month during the term of this Lease.

d. All Monthly Payments shall be payable without any deduction, offset or counterclaim. All Monthly Rental Payments due hereunder shall be payable in immediately available funds at Lessor's address set forth in the introductory paragraph of this Lease or at such other place as may be designated by Lessor or in writing as provided in this Lease.

4. **Lessee's Responsibilities.**

a. Lessee shall be responsible for any and all damage caused by students, faculty, or employees of Lebanon Valley College to the Leased Property and/or any and all damage caused to students, faculty, or employee's vehicles or property while using the Leased Property.

b. Lessee shall be responsible for any signage and/or markings it wishes to erect regarding the Leased Property.

c. Lessee may designate up to two (2) parking spaces as handicap accessible. However, Lessee must ensure that the spaces are compliant with any and all applicable state and federal rules and/or guidelines. Lessee is responsible for any and all costs associated with bringing and/or maintaining the handicap accessible parking spaces compliant with any and all applicable state and federal rules and/or guidelines.

5. **Lessor's Responsibilities.** Lessor shall be responsible for normal maintenance, upkeep, and snow removal of Leased Property.

6. **Use and Occupancy of Property.** The Leased Property shall be used for the purpose of additional student and faculty parking which shall typically be between the hours of 7:00 a.m. and 7:00 p.m. It is not the intent of this Lease Agreement to provide overnight parking accommodations on the Leased Property.

7. **Condition of Property.** At the commencement of the Initial Term, and any renewal thereof, Lessee shall accept the Leased Property in its then-existing condition. No representation, statement, or warranty, express or implied, has been made by or on behalf of Lessor as to such condition, or as to the use that may be made of the Leased Property. In no event shall Lessor be liable for any defect in the Leased Property or for any limitation on its use unless specifically outlined in this Lease Agreement.

8. **Changes and Alterations to Property.** Lessee shall not make changes or alterations to the Leased Property unless written approval is provided by Lessor, or it is specifically permitted pursuant to the terms of this Lease Agreement. All work done in connection with any change or alteration shall be done in a good and workmanlike manner and in compliance with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state, and municipal governments, and Lessee shall procure certificates if required by law. Any improvement to the Leased Property during the Term, and any renewals or extensions thereof, shall become the absolute property of Lessor without payment of any kind.

9. **Insurance.**

a. During the Initial Term, and any extensions or renewals thereof, Lessee, at its sole cost and expense, shall keep the Leased Property continuously insured and shall maintain the appropriate types of insurance on the Leased Property.

10. **Events of Default.** The occurrence of any of the following events shall be an "Event of Default" hereunder:

a. Lessee shall fail to pay any Monthly Rental Payments herein agreed to be paid by Lessee, within ten (10) days after the same shall become due; and

b. Lessee violates or fails to perform or comply with any other term, covenant, condition, or agreement herein contained and fails to cure such default within thirty (30) days after receipt of Lessor's written notice specifying the nature of such default; provided however in the event such default cannot be reasonably cured with such thirty (30) day period, Lessee shall not be in default hereunder provided that Lessee shall commence such cure within said thirty (30) day period and thereafter shall diligently pursue the completion thereof.

11. **Lessor's Remedies.** Upon the occurrence of any Event of Default, Lessor may, at its option, terminate this Lease, whereupon Lessee shall cease any and all other right, title and interest of Lessee hereunder and shall likewise cease without notice or lapse of time, as fully and with like effect as if the entire term of this Lease had elapsed, but Lessee shall continue to be liable to Lessor.

**CONFESSION OF JUDGMENT.** FOR THE PURPOSE OF OBTAINING POSSESSION OF THE LEASED PROPERTY, UPON THE OCCURRENCE OF ANY DEFAULT BY LESSEE, LESSEE HEREBY AUTHORIZES AND EMPOWERS THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD IN THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE, AS ATTORNEY FOR LESSEE AND ALL PERSONS CLAIMING UNDER THE THROUGH LESSEE, TO APPEAR FOR AND CONFESS JUDGMENT AGAINST LESSEE FOR POSSESSION OF THE LEASED PROPERTY, AND AGAINST ALL PERSONS CLAIMING UNDER OR THROUGH LESSEE, IN FAVOR OF LESSOR, FOR RECOVERY BY LESSOR OF POSSESSION THEREOF, FOR WHICH THIS AGREEMENT OR A COPY HEREOF VERIFIED BY AFFIDAVIT, SHALL BE A

SUFFICIENT WARRANT; AND THEREUPON A WRIT OF POSSESSION MAY IMMEDIATELY ISSUE FOR POSSESSION OF THE LEASED PROPERTY, WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER AND WITHOUT ANY STAY OF EXECUTION. IF FOR ANY REASON AFTER SUCH ACTION HAS BEEN COMMENCED THE SAME SHALL BE TERMINATED AND THE POSSESSION OF THE PROPERTY REMAINS IN OR IS RESTORED TO LESSEE, LESSOR SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT EVENT OF DEFAULT TO CONFESS JUDGMENT IN ONE OR MORE FURTHER ACTIONS IN THE MATTER AND FORM SET FORTH ABOVE TO RECOVER POSSESSION OF SAID LEASED PROPERTY FOR SUCH SUBSEQUENT EVENT OF DEFAULT. NO SUCH TERMINATION OF THIS LEASE, NOR TAKING, NOR RECOVERING POSSESSION OF THE LEASED PROPERTY SHALL DEPRIVE LESSOR OF ANY REMEDIES OR ACTION AGAINST LESSEE FOR RENT OR FOR DAMAGES DUE OR TO BECOME DUE FOR THE BREACH OF ANY CONDITION OR COVENANT HEREIN CONTAINED, NOR SHALL THE BRINGING OF ANY SUCH ACTION FOR RENT, OR BREACH OF COVENANT OR CONDITION NOR THE RESORT TO ANY OTHER REMEDY HEREIN PROVIDED FOR THE RECOVERY OF RENT OR DAMAGES FOR SUCH BREACH BE CONSTRUED AS A WAIVER OF THE RIGHT TO INSIST UPON THE FORFEITURE AND TO OBTAIN POSSESSION IN THE MANNER HEREIN PROVIDED.

12. **Indemnification and Release.**

a. Lessee hereby indemnifies and agrees to save Lessor harmless from and against all claims that arise from or in connection with Lessee's possession, use, management, or control of the Leased Property. Lessee shall, at its own cost and expense, defend any and all actions which may be brought against Lessor and shall pay, satisfy and discharge any and all judgments, orders and decrees which may be entered against Lessor or in connection with the foregoing.

b. Except for the intentional misconduct or gross negligence of Lessor, its agents, employees or contractors, Lessee shall be responsible for and hereby relieves Lessor from any and all liability by reason of any injury, loss, damage, to any person or property on the Leased Property, whether the same be due to use, misuse, or defects therein, or condition anywhere on the Leased Property, whether the loss, injury or damage be to the person or property of Lessee or any other persons.

c. Lessee further releases Lessor from any liability for any and all injuries or damages which may be suffered by Lessor, its successors and assigns, in its use of the Leased Property, as a result of the negligence, business operations, or any other activity of Lessor, on any portion of the Leased Property.

d. The provisions of this Section shall survive the expiration or termination of this Lease.

13. **Assignment and Subletting.** Lessee shall not assign or sublet this Lease Agreement without the prior written consent of Lessor, which consent may be granted, denied, or withheld for any reason or no reason whatsoever.

14. **Notices.** All notices or demands required or permitted to be given or served pursuant to this Lease shall be deemed to have given or served only if in writing forwarded by certified mail postage prepaid and addressed as follows:

To Lessor at:            Annville Township  
                                 36 N. Lancaster Street  
                                 Annville, PA 17003

With a copy to:        Megan Ryland Tanner  
                                 Barley Snyder  
                                 1601 Cornwall Road  
                                 Lebanon, PA 17042

To Lessee at:           James MacClaren  
                                 101 North College Avenue  
                                 Annville, PA 17003

With a copy to:        \_\_\_\_\_  
                                 \_\_\_\_\_  
                                 \_\_\_\_\_

15. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, except that no effect shall be given for its principles of conflicts of law.

16. **Entire Agreement.** This Lease sets forth the entire understanding of the Parties hereto with respect to the Leased Property, and the same may not be modified or amended except by prior written approval of the Parties hereto.

*[Signature Page Follows]*



IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals and have caused this instrument to be executed by its duly authorized officers the day and year first above written.

LESSOR:

LESSEE:

Annville Township

Lebanon Valley College

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Candie Johnson

Name: James MacLaren \_\_\_\_\_

Title: Township Manager

Title: President \_\_\_\_\_