

**ANNVILLE TOWNSHIP BOARD OF COMMISSIONERS  
DECEMBER 3, 2024, REGULAR MONTHLY MEETING AGENDA**

Announced Visitors:

- I. Call to Order – 7:00 PM
- II. Pledge of Allegiance
- III. Recognition of Visitors and Opportunity for Public Comment
  - Presentation of the 2024 Carol Stewart Award – Bernie Dugan
- IV. Approval of the Agenda
- V. Approval of Minutes
- VI. Reports of Standing Committees
  - A. Public Works – Reports Attached
    - Approval of Resolution 20241203-1 PA 811 Safe Digging Month – April 2025
    - Approval for Handicap Parking space at 42A W. Sheridan Avenue.
  - B. Public Safety
  - C. Property
  - D. Parks & Recreation
  - E. Wage and Salary
    - Approval of the Wage and Salary Committee Recommendations for wages for 2025.
  - F. Finance
  - G. Zoning Officers Report
  - H. Annaville Activities
    - Downtown Tree Lighting on Saturday, December 7<sup>th</sup> at 5:45 p.m.
- VII. Reports of Special Committees
  - A. Fire Department Report
  - B. Life Lion EMS Report
- VIII. Old Business
- IX. New Business
  - Approval to adopt 2025 Annaville Township Budget
  - Approval of Ordinance 692 – 2025 Tax Levy and Appropriations
  - Approval of Ordinance 693 – Conduct at Public Meetings
  - Approval of Ordinance 694 – Time of regular meetings of Board of Commissioners.
  - Approval of Resolution 20241203-2 – Disbanding of the Township's Police Civil Service Commission.
  - Approval of Resolution 20241203-3 -2025 Fee Schedule
  - Approval of 2025 Engineering Services with Rettew
  - Approval for Township Fire Police to aid Union Water Works Christmas tree sales.
  - Approval of GLRA Disposal and Tipping Fee Rebate Agreement.
  - Approval of 2025 Traffic Signal Maintenance Agreement with CM High.
- X. Correspondence
- XI. Pay Bills
- XII. Adjournment

# ANNVILLE TOWNSHIP

ESTABLISHED 1912

**Address:**

36 N. Lancaster St., P.O. Box 178  
Annville, PA 17003-0178

**Telephone:** (717) 867-4476

**Fax:** (717) 867-0916

**Website:** [www.annvilletwp.com](http://www.annvilletwp.com)



**Board of Commissioners:**

Rex A. Moore, President  
Henri B. Lively, Vice Pres.  
Thomas R. Embich, Treas.  
Nevin R. Hoover  
Anthony C. Perrotto

**Township Administrator:**

Candie L. Johnson

November 12, 2024

Karen Dugan  
408 Steuben Road  
New Cumberland, PA 17070

Dear Karen:

The Board of Commissioners have selected Bernie as the 2024 Carol Stewart Award recipient.

We would like to present you with the award on Tuesday, December 3<sup>rd</sup>, 2024, at 7:00 p.m. in the Board Room at Town Hall during our Monthly Meeting.

We hope that you can attend to accept this award.

If you should have any questions, please feel free to reach out to us.

Sincerely,

Candie L. Johnson  
Township Administrator

**MINUTES OF THE ANNVILLE TOWNSHIP  
BOARD OF COMMISSIONERS  
November 6, 2024**

**MEETING MINUTES – NOVEMBER 6, 2024, BOC MEETING**

The Regular Monthly Meeting of the Annville Township Board of Commissioners was held starting at 7:00 PM on November 6, 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, Jen Boyer, Chad Ebersole, Diane Carrol, Adam Carrol, Makaylynn Carrol, Don and Donna Brickley, Debbie Yeagley, Amy Clemson, Robert Clemson and Scott and Lisa Daubert.

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, second by Mr. Hoover to add under new business a change in times for 2025 Commissioners' meetings to the agenda and approve the agenda with amendment. The motion carried unanimously.

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

Diane Carrol addressed the Board on the park entrance on Willow Drive, she asked that no directional signs be added on Willow Street because it is a tight area. She asked for a gate to be considered to the entrance. The Board will work on signs saying that it is a dead end and include something in the Town Crier highlighting the other entrances to the park where parking is available.

Scott Daubert spoke about the speed on Cedar Street and commended the Police Department for being so visual in the community.

**APPROVAL OF MINUTES:**

**October 1, 2024, Regular Meeting and October 15<sup>th</sup> Budget Meeting:** MOTION by Mr. Perrotto, second by Mr. Lively to approve the minutes with the correction that Mr. Perrotto voted nay on the waiver request for sidewalks and curbs for the Beaver Street project due to the township engineers recommendation and for consistency with other recent project approvals. The motion carried unanimously.

**REPORTS OF STANDING COMMITTEES:**

**MINUTES OF THE ANNVILLE TOWNSHIP  
BOARD OF COMMISSIONERS  
November 6, 2024**

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

**MOTION** by Mr. Perrotto, second by Mr. Lively to approve South Lancaster Street and Rt. 422 to Cumberland Street become a one way for the Christmas Tree placement. The motion carried unanimously.

**MOTION** by Mr. Lively, second by Mr. Hoover to approve the Locust Street Stormwater Project be awarded to the lowest bidder, for Custer Excavating for \$65,827.90. The motion carried unanimously.

**Public Safety:** Chief's report was reviewed.

**Property:**

- Mr. Hoover reported that the Phase 1 is completed, and we will be starting Phase 2. He thanked the Administrative Staff and Les Powell and the Public Works Department for their hard work on the projects.

**Parks & Recreation:**

- Anthony Perrotto reports that the Quittie Creek Nature Park committee volunteers have repaired four more stairs in the park.
- The Pumpkin walk on October 25, 2024 went well despite the lower turnout that last year due to other events in the community that evening.

**Wage and Salary:** Nothing to Report

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

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

**Annvile Activities:**

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

**REPORTS OF SPECIAL COMMITTEES:**

**Fire Company:** The report was reviewed.

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

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



**MINUTES OF THE ANNVILLE TOWNSHIP  
BOARD OF COMMISSIONERS  
November 6, 2024**

**OLD BUSINESS:** None to discuss.

**NEW BUSINESS:**

**1. Approval to advertise the 2025 Township Budgets for adoption on December 3<sup>rd</sup>, 2024.**

**MOTION** by Mr. Lively, second by Mr. Hoover to approve the advertising of the 2025 Budgets. The motion carried unanimously.

**2. Approval of the 2025 Meeting dates.**

**MOTION** by Mr. Hoover, second by Mr. Perrotto to approve the advertising of the 2025 Meeting dates with the meeting time for the Board of Commissioner starting at 6:00 p.m. in 2025. The motion carried unanimously.

**3. Approval the 2025 Holidays.**

**MOTION** by Mr. Lively, second by Mr. Embich to approve the 2025 Holidays. The motion carried unanimously.

**4. Approval to advertise the 2025 Tax Levy and Appropriations Ordinance.**

**MOTION** by Mr. Lively, second by Mr. Hoover to approve the advertising of the 2025 Tax Levy and Appropriations Ordinance. The motion carried unanimously.

**5. Approval of the 2024-2025 Stray Housing Agreement.**

**MOTION** by Mr. Lively, second by Mr. Moore to approve the Stray Housing Agreement. The motion carried unanimously.

**6. Approval of the Inter-Municipal Agreement with the Lebanon County Treasurers Office.**

**MOTION** by Mr. Embich, second by Mr. Hoover to approve the Inter-Municipal Agreement. The motion carried unanimously.

**7. Approval for the Annville United Christian Church to play Christmas Songs at the Fountain.**

**MINUTES OF THE ANNVILLE TOWNSHIP  
BOARD OF COMMISSIONERS  
November 6, 2024**

**MOTION** by Mr. Moore, second by Mr. Hoover to approve an event at the fountain requested by a local church pending receipt of the standard event application form. The motion carried unanimously.

- 8. Approval the updates to the Annville Township Employee Manual, including the American with Disabilities Act Compliance Policy, Sexual Harassment Policy, and Medical Marijuana Policy.**

**MOTION** by Mr. Moore, second by Mr. Embich to approve the updated Employee Manual. The motion carried unanimously.

- 9. Approval of Ordinance 690 – to disband the Annville Township Police Department and approving the joining of the Western Lebanon County Regional Police Department.**

**MOTION** by Mr. Lively, second by Mr. Embich to approve Ordinance 690 – disbanding of the Annville Township Police Department. The motion carried unanimously.

- 10. Approval of Ordinance 691 – amend Chapter 6, conduct of the Annville Township Code of Ordinance to add Part 10, Panhandling and Loitering.**

**MOTION** by Mr. Moore, second by Mr. Perrotto to approve Ordinance 691 – amend chapter 6, conduct of the Annville Township Code of Ordinance to add Part 10, Panhandling and Lottering. The motion carried unanimously.

- 11. Approval for the Parking Space Lease Agreement with LVC.**

**MOTION** by Mr. Lively, second by Mr. Moore to approve the Parking Lease Agreement with LVC. The motion carried unanimously.

**CORRESPONDENCE:**

**PAY BILLS:** **MOTION** by Mr. Embich second by Mr. Lively 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. Hoover second by Mr. Perrotto to adjourn the Regular Meeting. The motion carried unanimously, and the meeting was adjourned at 8:00 PM.

**MINUTES OF THE ANNVILLE TOWNSHIP  
BOARD OF COMMISSIONERS  
November 6, 2024**

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Rex Moore, President

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Candie L. Johnson, Secretary

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

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### **PENDING PROJECTS FOR NOVEMBER 2024**

- (1) **LIGHTS** we replaced all D/T up lights in square
- (2) **VEHICLE MAINT** Equipment maintenance is ongoing.
- (3) **LOCUST STORM DRAIN** Give Custer Notice to Proceed
- (4) **MS4** We got a response back from EPA we changed some of the reporting, we are also working on a standard IDDE
- (5) **COMPLAINT** Resident at 24 N Lancaster st complained that we start picking leaves to early because there is a noise ordinance that you can't start before 7 am I said we start early because of safety issues when picking on 422 and other roads she did not like my response, so I told her to contact Townhall.
- (6) **LEAVES**
  - Annville 42 hrs 21 ton
  - Cleona 31 hrs 15.5 ton
  - S Annville 14 hrs 7 ton

[illegible]

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	JV	11/6/24	clear		X	
16	West of South First Ave-behind field	MARCH,JULY,NOV	JV	11/6/24	clear		X	
17	Todd Court- retention pond	MARCH,JULY,NOV	JV	11/6/24	clear		X	
18	N Mill 100' n of rr wets side	MARCH,JULY,NOV	JV	11/6/24	clear		X	
19	N Mill 300' n of rr west side	MARCH,JULY,NOV	JV	11/6/24	clear		X	
20	N weaber st 200 ft N of rr on east side	MARCH,JULY,NOV	JV	11/6/24	clear		X	
21	N weaber st 200 ft N of rr on west side	MARCH,JULY,NOV	JV	11/6/24	clear		X	
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]

# Resolution

# 2024/203-1

**WHEREAS**, the month of April 2025 recognized as “Pennsylvania 811 Safe Digging Month”, and the initiative sponsored by Pennsylvania 811, a utility notification information center with 53 years of continuous service to the Commonwealth of Pennsylvania, and

**WHEREAS**, Pennsylvania 811 received a million excavation notifications in 2024, over 3,000 construction projects in Coordinate PA, and transmitted approximately 6 million notifications to their member facility owners and operators allowing essential utility and construction crews to provide vital underground services and repair of critical infrastructure to communities throughout Pennsylvania, and

**WHEREAS**, their mission is to prevent damage to underground facilities, to promote safety, provide an efficient and effective communications network among project owners, designers, excavators, and facility owners, and

**WHEREAS**, when dialing 811, at least three business days before digging, a homeowner or a contractor is connected to a unique service that notifies the appropriate underground utility operators in the municipality in which the work will be performed, and

**WHEREAS**, by notifying 811 of their intent to dig, the homeowner or contractor is knowingly helping to protect the underground utilities, themselves, work crew, and their neighbors from any unsafe digging practices within their community, and

**NOW, THEREFORE, BE IT RESOLVED that**

in support of the Pennsylvania Underground Utility Line Protection Law, PA Act 287 of 1974, as amended, we do hereby proclaim April 2025 as “Pennsylvania Safe Digging Month”, and encourage all Pennsylvanians to visit the Pennsylvania 811 website at [www.paonecall.org](http://www.paonecall.org) for information about digging safely.

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SIGNED

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DATE



Hi,

My name is Sarah

I live at 42A W. Sheridan Ave.

Applville PA. 17003

I would like to see if I can get a  
Hand Cap Sign in front of the house  
I do rent and the landlord it was  
OK with him

The Reason is I am having trouble with  
my 1 Leg And the Side of my back  
~~My~~ My leg sometimes give out or  
a bad pain will fly in my leg  
that I can't for a little and when I  
do start to walk it's baby steps

717-307-0768

wants it right in front of house on  
Sheridan

Expires 09-29

J26359P

Permanent

**IMPORTANT: REMOVE BEFORE  
DRIVING VEHICLE**

**PENNSYLVANIA**



**EXPIRES  
LAST  
DAY OF**

**09-29**

**J26359P**

**PERMANENT**

**MINUTES OF THE ANNVILLE TOWNSHIP  
WAGE & SALARY COMMITTEE  
November 12, 2024**

A meeting of the Annville Township Wage & Salary Committee was held on November 12, 2024, in the Commissioners' Room of Annville Town Hall, 36 North Lancaster Street, Annville, PA with the following members present: Henri Lively, Karen Mailen, Rex Moore and Hugh Rooney. Also in attendance was Candie L. Johnson, Annville Township Administrator. The meeting was called to order at 5:30 PM.

**WAGES FOR 2025 - PUBLIC WORKS AND SEWER DEPARTMENT:**

Recommended wages for 2025:

1. Wages for 2025 – Public Works and Sewer Department

3.4% Cost of Living Increases for 2025

Les Powell – Salary \$114,332.40

Keith Heck – Hourly \$31.02

Joe Viozzi – Salary -\$84,684.60

Jason Shaak – Hourly \$23.79

Gary Kosh – Part-time – \$22.00 – remaining the same.

3.4% Cost of Living and 1.6% Merit for 2025

Chris Magni – Hourly \$23.63

Travis Long – Hourly \$23.10

**WAGES FOR 2025 – ADMINISTRATION:** Ms. Johnson reviewed the proposed wage increases for the Administration:

Recommended wages for 2025:

1. Wages for Administrative Staff

3.4% Cost of Living Increases for 2025

Cheryl Fischer – Hourly \$28.44

Olivia Rodrequiz – Hourly - \$21.72

Cost of Living and Merit – (to include her job responsibilities as Township Assistant Administrator)

She will go from hourly to Salary.

Kelly Shoff-Kulp - \$33.00

Candie Johnson – Salary

Administrator - \$100,000

Zoning Officer \$10,000

Code Enforcement Officer \$2,500

MOTION by Mr. Rooney, second by Mrs. Mailen to recommend the above wages for 2025. Motion carried unanimously.

**ADJOURNMENT:** There being no further business to come before the Committee, **MOTION** by Mr. Lively, second by Mrs. Mailen to adjourn the meeting. Motion carried unanimously and the meeting was adjourned at 6:15 PM.

Respectfully submitted,

Candie L. Johnson  
Annville Township Administrator

1. Wages for 2025 – Public Works and Sewer Department

3.4% Cost of Living Increases for 2025

Les Powell – Salary \$114,332.40

Keith Heck – Hourly \$31.02

Joe Viozzi – Salary - \$84,684.60

Jason Shaak – Hourly \$23.79

Gary Kosh – Part-time – \$22.00 – remaining the same.

3.4% Cost of Living and 1.6% Merit for 2025

Chris Magni – Hourly \$23.63

Travis Long – Hourly \$23.10

2. Wages for Administrative Staff

3.4% Cost of Living Increases for 2025

Cheryl Fischer – Hourly \$28.44

Olivia Rodrequiz – Hourly - \$21.72

Cost of Living and Merit – (to include her job responsibilities as Township Assistant Administrator)

She will go from hourly to Salary.

Kelly Shoff-Kulp - \$33.00

Candie Johnson – Salary

Administrator - \$100,000

Zoning Officer \$10,000

Code Enforcement Officer \$2,500

FUND BALANCES	10/31/2024	
TOWNSHIP		
GENERAL FUND -JBT #1830	\$ 113,872.67	
GENERAL FUND -PLGIT PRIME #00003042010	\$ 1,765,926.22	
LIQUID FUELS - JBT # 9076	\$ 40,275.17	
LIQUID FUELS - PLGIT CLASS# 3042049	\$ 35,980.89	
LIQUID FUELS - PLGIT PRIME# 3042049	\$ 181,687.86	
MS4 - JBT #1855	\$ 103,754.09	
MS4- PLGIT PRIME #3042132	\$ 152,764.21	
PAYROLL FUND	\$ -	
RECREATION FUND	\$ 8,151.11	
CAPITAL RESERVE FUNDS - JBT #9092	\$ 30,067.34	
CAPITAL RESERVE FUNDS - PRIME #3041258	\$ 801,707.63	
WASTE AND RECYCLING FUND	\$ 126,732.31	
ARPA FUNDS - JBT 9100	\$ 2,238.44	
ARPA FUNDS - PLGIT #3042145	\$ 427.07	
ESCROW FUNDS		
MARTY'S MUSIC ESCROW	\$ 14,091.70	
DEBT		
LOAN AT FIRST CITIZENS BANK - STREETSCAPE	\$ 585,000.00	
PRINCIPAL	\$ 19,000.00	
INTEREST	\$ 10,649.24	
TOTAL DUE BI-ANNUALLY	\$ 29,649.24	BI-ANNUAL

SEWER FUNDS AND DEBT  
2024

FUND BALANCES	10/31/2024	INVESTED NOT AVAILABLE		
SEWER FUND - JBT- ACCT 1848	\$ 471,957.72			
	\$ -			
PLGIT SEWER PRIME - ACCT 3042023	\$ 1,615,333.75			
SEWER CAPITAL CHECKING - JBT 9100	\$ 61.49			
PLGIT SEWER CAPITAL PRIME - ACCT 3042123	\$ 694,490.89			
EDWARD JONES - INVESTMENT INVESTED		\$ 337,043.85		
DEBT		PAYMENTS		
DEBT - FULTON BANK	\$ 525,000.00			
<b>RATE IS 3.80%</b>	PRINCIPAL	\$ 17,000.00	TWICE A YEAR	
	INTEREST	\$ 10,029.31	TWICE A YEAR	
	<b>TOTAL DUE BI-ANNUALLY</b>	<b>\$ 27,029.31</b>	<b>\$ 54,058.62</b>	ANNUALLY
SEWER - PENNVEST	\$ 7,000,000.00	\$65,820.77	MONTHLY	
<b>RATE IS 2.125%</b>	PRINCIPAL	\$ 52,574.88	\$ 630,898.56	ANNUALLY
	INTEREST	\$ 13,245.89	\$ 158,950.68	ANNUALLY
	<b>TOTAL DUE ANNUALLY</b>	<b>\$ 65,820.77</b>	<b>\$ 789,849.24</b>	ANNUALLY

## Code & Zoning Officers Report

Month of NOVEMBER 2024

### **Zoning Permits Issued**

24-60 – Roof Solar– 1476 E. Queen Street  
24-61 – Shed– 232 E. Main Street  
24-62 – Roof Solar – 202 W. Sheridan  
24-63 – Shed– 130 S. Weaver 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 – COMPLIANT  
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 – COMPLAINT  
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 – NOTHING DONE  
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 – COMPLAINT  
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 – COMPLAINT  
34 W. Sheridan Avenue – Weeds, Grass, and Rubbish -COMPLIANT



36 W. Sheridan Avenue – Weeds, Grass, and Rubbish - COMPLIANT  
408 W. Queen Street – Trash and Rubbish - COMPLIANT  
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 - COMPLAINT  
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  
327 W. Church Street – Rubbish and Weeds  
37 N Long Street – Noise and Rubbish – COMPLIANT

#### **New Notices Sent**

56 N. King Street – Garage Condition  
124 S. King Street – Vehicle and rubbish  
322 W. Church Street – Vehicle and rubbish  
208 W. Sheridan Ave. – Garage Condition

#### **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	10/26/2024 RUBBISH CLEANED UP - COMPLIANT
4/25/2024	JASON CHERESINI	145 S KING STREET	JUNK IN YARD	6/6/2024 - COMPLIANT
4/25/2024	MATTHEW GONZALEZ	502 W QUEEN STREET	JUNK IN YARD AND DEMO BUILDINGS	10/26/2024 - RUBBISH CLEANED UP
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 - COMPLIANT
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 RUBBISH	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 RUBBISH	10/26/2024 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	10/26/2024 - COMPLIANT
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	10/26/2024 CLEANED UP
7/11/2024	CLARENCE AND KATHERINE SAUL	36 W SHERIDAN	WEEDS, GRASS AND RUBBISH	10/26/2024 CLEANED UP
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	10/26/2024 NOTHING DONE TO GARAGE
7/19/2024	MATTHEW TORRENTI	208 E ELM STREET	NO PERMIT FOR HOMESHARING	
8/5/2024	HOWARD F. WOOD	149 W SHERIDAN AVE	RUBBISH	9/9/24 COMPLIANT
8/5/2024	SCOTT GRABY	103 W QUEEN STREET	RUBBISH	10/26/2024 CLEANED UP
8/5/2024	JEREMY SMILEK	49 S LANCASTER AVENUE	WEEDS	10/26/2024 CLEANED UP
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 BUSHES CUT

[illegible]



# 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	42			518
Total monthly calls Annville unit handled in other municipalities	154	103	112	103	145	126	95	123	115	150			1226
Annville Twp. calls handled by Mutual Aid	9	7	5	3	5	5	2	7	3	3			49

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

<b>Annville</b>	<b>26</b>
Palmyra	25
North Annville	19
North Londonderry	16
Lebanon	12
Derry	9
South Annville	9
Swatara	9
Bethel	8
South Londonderry	8
Jonestown	7
North Cornwall	5
South Lebanon	5
North Lebanon	4
East Hanover	3
Union	3
Cleona	2
Birdsboro	1
Cornwall	1
Hummelstown	1
Manheim	1
Pine Grove	1
Richland	1

**Median Response Time**  
**4.5 minutes**

**Average Time on Task**  
**60 minutes**



**Annville Township**  
**October 2024**

## **ANNVILLE TOWNSHIP BUDGETS**

### **GENERAL FUND:**

**The 2025 General Fund has a one mill increase in taxes.** The Township Revenues are designed to give us an estimate of the funds received. The budget includes a one mill increase for expenses including streetlights, public works, zoning, and code enforcement services. The emergency services for the Township including Police, EMS, and Fire Companies.

### **WASTE & RECYCLING**

**The 2025 Waste and Recycling Fund -** There will have to be an increase in the Trash Bills in September 2025, the new drop-off center will be available to Township Residents and will be offered to North Annville, South Annville, and Cleona Residents. Township Residents will pay \$100.00 for the entrance card and in 2025 an annually fee to use the facility. North Annville, South Annville and Cleona will be paying \$350.00 for 2025.

### **SEWER FUND:**

**The 2025 Sewer Operating Fund has a user fee increase.** The fees include a base rate remaining at \$183.00 a quarter. The budget also includes a user fee increase from \$15.00/1000 gallons to \$17.00/1000 gallons. The 1000-gallon base is 10,000 gallons anything over 10,000 gallons will be charged \$17.00 per every one-thousand gallon used.

**The 2025 Centrifuge Fund -** This fund is a new fund, showing the centrifuge on its own. The debt for the centrifuge (dewatering) will have additional principal paid for the next three years. The reason for the additional payments is that the interest rate will increase two points in 2028. All remaining funds will be placed in a PLGIT Centrifuge Capital fund so that funds will be available in the future for upgrades to the system.

**The 2025 Sewer Capital Reserve Fund -** Has expenditures which include: a Case Uni-loader and lawnmower.

**The 2025 Sewer Capital Improvement Fund -** Has expenditures which include: Plant Building improvements: including offices, new restroom, and shower room.

## **TOWNSHIP FUNDS**

**The 2025 Capital Reserve Fund -** Has expenditures which include: Lawnmower and a transfer into Capital Improvement Fund.

**The 2025 Capital Improvement Fund -** Has expenditures which include: ADA Townhall improvements – applied for CDBG Grant funding.

**The 2025 Liquid Fuels Fund -** Has expenditures which include: paving of High Street from S. white Oak to Dead End. Elm Street from High to Locust Street. Locust Street from Manheim to Dead End. If funding is available Cumberland from S. Railroad to S. Killinger.

**The 2025 MS4 Fund -** Has expenditures which include: The Weaber Street Stormwater Project

Sincerely,

Candie L. Johnson

Township Administrator



**2025 TAX LEVY AND APPROPRIATIONS ORDINANCE**  
**ANNVILLE TOWNSHIP**

**ORDINANCE NO. 692**

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, HEREINAFTER SET FORTH, DURING 2025.

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

SECTION 1. That a tax be and the same is hereby levied on all real property within the Township subject to taxation for the fiscal year 2025:

Tax rate for general purposes, the sum of five and 79 one-hundredths (5.79) mills on each dollar of assessed valuation. A ten per cent (10%) penalty will be applied to any taxes that remain unpaid for a period of four (4) months after the date of the tax notice.

SECTION 2. That for the expenditures and expenses of the fiscal year 2025 the following amounts are hereby appropriated from the fund equities, revenues, and other financing sources available for the year 2025 for the specific purposes set forth on the following pages.

**GENERAL FUND**

Beginning Cash Balance		\$ 1,500,000
Estimated Revenues		
Taxes	\$ 2,140,250	
Licenses	71,800	
Fines	1,500	
Interest and Rents	50,000	
Intergovernmental Revenue and Grants	84,128	
Fees	17,000	
Miscellaneous	<u>110,000</u>	
Total Estimated Revenues		<u>2,474,678</u>
Total Available for Appropriation		<u>\$ 3,974,678</u>
Estimated Expenditures		
General Government	\$ 267,635	
Public Safety	1,317,359	
Fire/EMS	135,000	
Public Services	42,500	
Highways and Engineering	279,584	
Parks and Community	37,000	
Debt Service	117,260	
Employee Benefits, Insurance	214,087	
Transfer to Capital Reserve	<u>68,375</u>	
Total Appropriated Expenditures		\$ 2,478,800
Unappropriated Ending Cash Balance		<u>1,495,878</u>
Total Appropriated Expenditures and Ending Cash Balance		<u>\$ 3,974,678</u>

**CAPITAL RESERVE FUND**

Beginning Cash Balance		\$ 800,000
Estimated Revenues		
Interest	\$ 1000	
Grants	0	
Transfers from Other Township Funds	<u>0</u>	
Total Estimated Revenues		<u>1000</u>
Total Available for Appropriation		<u>\$ 801,000</u>
Estimated Expenditures		
Equipment, Vehicles and Computers	\$ 7,000	
Other – Transfer to Capital Improvement Fund	<u>200,000</u>	
Total Appropriated Expenditures		\$ 207,000
Unappropriated Ending Cash Balance		<u>593,000</u>
Total Appropriated Expenditures and Ending Cash Balance		<u>\$ 801,000</u>

**CAPITAL IMPROVEMENT FUND**

Beginning Cash Balance		\$	0
Estimated Revenues			
Interest	\$	1000	
Grants		0	
Transfers from Other Township Funds		<u>200,000</u>	
Total Estimated Revenues			<u>201,000</u>
Total Available for Appropriation			<u>\$ 201,000</u>
Estimated Expenditures			
Municipal Building and Parking Lots	\$	180,000	
Other		<u>0</u>	
Total Appropriated Expenditures			\$ 180,000
Unappropriated Ending Cash Balance			<u>201,000</u>
Total Appropriated Expenditures and Ending Cash Balance			<u>\$ 21,000</u>

**LIQUID FUELS FUND**

Beginning Cash Balance		\$	257,943
Estimated Revenues			
Interest	\$	5,000	
State Liquid Fuels Tax Allocation		119,506	
Sale of Material and Equipment		<u>2,500</u>	
Total Estimated Revenues			<u>127,006</u>
Total Available for Appropriation			<u>\$ 384,949</u>
Estimated Expenditures			
Snow and Ice Removal/traffic signs	\$	8,000	
Highway Operating Expenses - Road Salt, Signs, Line Painting, Street Lights		20,000	
Repairs and Maintenance - Equipment, Streets, Storm Sewers		50,000	
Construction (Street Paving)		<u>220,000</u>	
Total Appropriated Expenditures			\$ 298,000
Unappropriated Ending Cash Balance			<u>86,949</u>
Total Appropriated Expenditures and Ending Cash Balance			<u>\$ 384,949</u>

**SEWER FUND**

Beginning Cash Balance		\$	1,200,000
Estimated Revenues			
Interest	\$	30,000	
State Aid		31,200	
Sewer User Fees		2,170,000	
Sewer Revenues		221,000	
Miscellaneous		<u>5,000</u>	
Total Estimated Revenues			<u>2,525,700</u>
Total Available for Appropriation			<u>\$ 3,725,700</u>



Estimated Expenditures		
Administration	\$ 179,960	
Operations	986,088	
Debt Service	789,849	
Employee Benefits and Insurance	325,589	
Transfers to Other Township Funds	<u>156,700</u>	
Total Appropriated Expenditures		\$ 2,438,186
Unappropriated Ending Cash Balance		<u>1,287,514</u>
Total Appropriated Expenditures and Ending Cash Balance		<u>\$ 3,725,700</u>

#### SEWER CAPITAL RESERVE FUND

Beginning Cash Balance		\$ 1,000,000
Estimated Revenues		
Interest	\$ 35,000	
Transfers from Other Township Funds	<u>156,700</u>	
Total Estimated Revenues		<u>191,700</u>
Total Available for Appropriation		<u>\$ 1,191,700</u>
Estimated Expenditures		
Vehicles and Equipment	\$ 157,000	
Transfer to Sewer Capital Improvement Fund	<u>300,000</u>	
Total Appropriated Expenditures		\$ 457,000
Unappropriated Ending Cash Balance		<u>734,700</u>
Total Appropriated Expenditures and Ending Cash Balance		<u>\$ 1,191,700</u>

#### SEWER CAPITAL IMPROVMENT FUND

Beginning Cash Balance		\$ 0
Estimated Revenues		
Interest	\$ 35,000	
Grants	0	
Transfers from Other Township Funds	300,000	
Edward Jones Maturity	<u>36,000</u>	
Total Estimated Revenues		<u>371,000</u>
Total Available for Appropriation		<u>\$ 371,000</u>
Estimated Expenditures		
Plant Improvements	\$ 300,000	
GIS	31,000	
Fuel Tanks and Walls	10,000	
Other	<u>30,000</u>	
Total Appropriated Expenditures		\$ 371,000
Unappropriated Ending Cash Balance		<u>371,000</u>
Total Appropriated Expenditures and Ending Cash Balance		<u>\$ 0</u>

#### MS4 FUND

Beginning Cash Balance		\$ 250,000
Estimated Revenues		
Interest	\$ 1,500	
MS4 Fees	<u>115,000</u>	
Total Estimated Revenues		<u>\$ 116,500</u>
Total Available for Appropriation		<u>\$ 366,500</u>
Estimated Expenditures		
Administration	\$ 2,800	
Miscellaneous	2,500	
Consortium Payment	0	
Consortium Admin Cost	1,000	
Engineering	20,000	
MS4 Projects	<u>300,000</u>	
Total Appropriated Expenditures		\$ 326,300
Unappropriated Ending Cash Balance		<u>40,200</u>
Total Appropriated Expenditures and Ending Cash Balance		<u>\$ 366,500</u>

**NON-UNIFORMED EMPLOYEES PENSION FUND**

Beginning Cash Balance		\$ 2,089,979
Estimated Revenues		
Investment Earnings	\$ 162,975	
Transfers from General and Sewer Funds (Minimum Municipal Obligation)	<u>96,490</u>	
Total Estimated Revenues		<u>259,465</u>
Total Available for Appropriation		<u>\$ 2,349,444</u>
Retirement Benefits	\$ 96,347	
Administrative Fees and Expenses	<u>15,764</u>	
Total Appropriated Expenditures		\$ 112,111
Unappropriated Ending Cash Balance		<u>2,237,333</u>
Total Appropriated Expenditures and Ending Cash Balance		<u>\$ 2,349,444</u>

SECTION 3. An estimate of the specific items making up the amounts appropriated to the respective departments is on file in the office of the Township of Annville, Lebanon County, Pennsylvania.

SECTION 4. That any ordinance or part of an ordinance conflicting with this ordinance be and the same is hereby repealed insofar as the same affects this ordinance.

SECTION 5. This ordinance shall become effective January 1, 2025.

ADOPTED THIS 3rd day of December 2024.

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Rex A. Moore, President  
Board of Commissioners

Attest: \_\_\_\_\_  
Secretary

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NOTICE

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AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF ANNVILLE, LEBANON COUNTY, PENNSYLVANIA, AMENDING § 1-201 ("TIME OF REGULAR MEETINGS OF BOARD OF COMMISSIONERS") OF THE CODE OF ORDINANCES OF ANNVILLE TOWNSHIP.

The Annville Township Board of Commissioners, at their public meeting on Tuesday, December 3, 2024, at 7:00 p.m. at the Annville Town Hall, located 36 North Lancaster Street, Annville, Pennsylvania 17003, will consider for adoption an Ordinance amending provisions of Chapter 1 Administration and Government, Part 2, Article A Meetings of Board of Commissioners, of the Code of Ordinances of Annville Township.

The Ordinance provides as follows: amending § 1-201 of the Annville Township Code of Ordinances; Severability; 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 Street, Annville, Pennsylvania, Monday through Friday, between the hours of 8:00 a.m. and 4:30 p.m., and on the Annville Township website at [www.annvilletwp.com](http://www.annvilletwp.com).

Annville Township  
Board of Commissioners

ORDINANCE NO. 693

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF ANNVILLE, LEBANON COUNTY, PENNSYLVANIA, AMENDING § 1-201 ("TIME OF REGULAR MEETINGS OF BOARD OF COMMISSIONERS") OF THE CODE OF ORDINANCES 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. The provisions of Chapter 1 Administration and Government, Part 2, Article A Meetings of Board of Commissioners, is amended as follows:

Section 1-201 ("TIME OF REGULAR MEETINGS OF BOARD OF COMMISSIONERS") is amended as follows:

All regular meetings of the Township Commissioners as herein specified shall commence at a time determined by the Commissioners. At the November regular meeting the Commissioners shall set the start time of regular meetings for the upcoming year by vote.

SECTION 2. All other provisions of Part 2, Article A Meetings of Board of Commissioners, Chapter 1 Administration and Government, of the Code of Ordinances of Annville Township shall remain in full force and effect.

SECTION 3. 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 4. REPEALER. All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective December 15, 2024.

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

ATTEST:

BY ANNVILLE TOWNSHIP  
BOARD OF COMMISSIONERS

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

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

(TOWNSHIP SEAL)

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF ANNVILLE, LEBANON COUNTY, PENNSYLVANIA, AMENDING § 1-201 ("TIME OF REGULAR MEETINGS OF BOARD OF COMMISSIONERS") OF THE CODE OF ORDINANCES 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. The provisions of Chapter 1 Administration and Government, Part 2, Article A Meetings of Board of Commissioners, is amended as follows:

Section 1-201 ("TIME OF REGULAR MEETINGS OF BOARD OF COMMISSIONERS") is amended as follows:

All regular meetings of the Township Commissioners as herein specified shall commence at a time determined by the Commissioners. At the November regular meeting the Commissioners shall set the start time of regular meetings for the upcoming year by vote.

SECTION 2. All other provisions of Part 2, Article A Meetings of Board of Commissioners, Chapter 1 Administration and Government, of the Code of Ordinances of Annville Township shall remain in full force and effect.

SECTION 3. 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 4. REPEALER. All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective December 15, 2024.

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

ATTEST:

BY ANNVILLE TOWNSHIP  
BOARD OF COMMISSIONERS

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

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

(TOWNSHIP SEAL)

# Barley Snyder

ATTORNEYS AT LAW

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1601 CORNWALL ROAD  
LEBANON, PA 17042-7406  
TEL 717.273.3733 | FAX 717.273.1535  
WWW.BARLEY.COM

November 15, 2024

Candie Johnson  
Annville Town Hall  
36 North Lancaster Street  
Annville, PA 17003

**Re: Annville Township Ordinance No. 694**

Dear Candie:

Enclosed herewith please find a true and correct copy of proposed Annville Township Ordinance No. 694 which shall be considered by the Annville Township Board of Commissioners at their meeting on the 3<sup>rd</sup> day of December, 2024. As required by the First-Class Township Code, please keep a copy of proposed Annville Township Ordinance No. 694 for review and copying by the interested members of the public. Please post this Ordinance on the Township's website and bulletin board.

Please advise of any questions or comments regarding this matter.

Very truly yours,

  
Megan Ryland Tanner

MRT/sms  
Enclosure



ORDINANCE NO. 694

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF ANNVILLE, LEBANON COUNTY, PENNSYLVANIA, AMENDING § 1-201 (“TIME OF REGULAR MEETINGS OF BOARD OF COMMISSIONERS”) OF THE CODE OF ORDINANCES 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. The provisions of Chapter 1 Administration and Government, Part 2, Article A Meetings of Board of Commissioners, is amended as follows:

Section 1-201 (“TIME OF REGULAR MEETINGS OF BOARD OF COMMISSIONERS”) is amended as follows:

All regular meetings of the Township Commissioners as herein specified shall commence at a time determined by the Commissioners. At the regular meeting held in November the Commissioners shall set the start time of regular meetings for the upcoming year by vote.

SECTION 2. All other provisions of Part 2, Article A Meetings of Board of Commissioners, Chapter 1 Administration and Government, of the Code of Ordinances of Annville Township shall remain in full force and effect.

SECTION 3. 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 4. REPEALER. All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective December 15, 2024.

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

ATTEST:

BY ANNVILLE TOWNSHIP  
BOARD OF COMMISSIONERS

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

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

(TOWNSHIP SEAL)

**RESOLUTION NO. 20241203-02**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF ANNVILLE, LEBANON COUNTY, PENNSYLVANIA DISBANDING ANNVILLE TOWNSHIP'S POLICE CIVIL SERVICE COMMISSION.**

WHEREAS, the Board of Commissioners of the Township of Annville, Lebanon County, Pennsylvania, previously formed a Police Civil Service Commission; 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 Township and Palmyra Borough 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, Board of Commissioners of the Township of Annville did disband the Annville Township Police Department by ordinance on November 6, 2024; and

WHEREAS, Board of Commissioners of the Township of Annville now desires to disband the Annville Township Police Civil Service Commission.

NOW, THEREFORE, and it is hereby resolved and enacted by the Board of Commissioners of the Township of Annville as follows:

- (1) The Annville Township Police Civil Service Commission is disbanded.
- (2) This Resolution as stated above is hereby effective immediately upon adoption.

**DULY ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2024, by the Board of Commissioners of the Township of Annville, Lebanon County, Pennsylvania, in lawful session duly assembled.

(SEAL)

ANNVILLE TOWNSHIP  
BOARD OF COMMISSIONERS

Attest: \_\_\_\_\_  
Candie Johnson, Secretary

\_\_\_\_\_  
Rex A. Moore, President  
Board of Commissioners

RESOLUTION NO. 20241203-3

**RESOLUTION OF THE TOWNSHIP OF ANNVILLE, LEBANON COUNTY,  
PENNSYLVANIA, ESTABLISHING A FEE SCHEDULE FOR VARIOUS TOWNSHIP  
FEES**

WHEREAS, the Board of Commissioners of Annville Township, Lebanon County, wish to establish a fee schedule for various Township matters.

WHEREAS this Resolution shall replace the Annville Township fee schedule that became effective January 7, 2025;

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

The following shall be known as the "Annville Township Fee Schedule":

Copies (per page)	\$0.50
Fax copies	\$0.50 (Right to Know)
True and Correct Certification	\$2.00
Zoning Ordinance book	\$50.00
Subdivision & Land Development Ordinance	\$50.00
Stormwater Ordinance	\$50.00
Floodplain Ordinance	\$50.00
Postage & Handling for mailing Ordinances	\$Actual cost
Zoning map	\$10.00
Zoning permit	Minimum Fee

Residential Construction

New residential dwellings	\$300.00
Residential addition/alterations structures	\$200.00
Residential Roof Solar Permit	\$250.00
New/alterations construction with change in use	\$350.00

The following construction activities or structures are not regulated under Act 45 (Building Code) but require Zoning Permit.

The following structures, if the structure has a building area of less than 1,000 sq ft, and is accessory to a detached one- or two-family dwelling, and multi-family dwelling units:

a. Detached carport	\$100.00
b. Detached private garage less than 1,000 sq ft	\$100.00
c. Sheds & gazebos less than 150 sq ft	\$100.00
d. Sheds & gazebos from 151 to 1,000 sq ft	\$200.00

<u>Uncovered Decks and Patios</u> , with a floor height of thirty” or less above finished grade	\$200.00
<u>Fences</u> that are no more than six’ in height	\$150.00

Swimming Pools (does not include in ground-UCC required)

a. Above Ground (pools with over twenty-four” or more of water)	\$200.00
b. Inflatable (seasonal) Pools	\$100.00

Signs

a. Residential Home Occupation or Home Related Business	\$150.00
b. Commercial	\$200.00

Demolition Permits

a. Residential & detached accessory structure, including agricultural	\$200.00
b. Commercial & Industrial	\$300.00

Zoning Verification letter	\$100.00
Permit Processing fee (all permits)	\$50.00

Building Code Permit

Residential application deposit (non-refundable if application is withdrawn after plan review has initiated)	\$200.00
Commercial application deposit (non-refundable if application is withdrawn after plan review has initiated)	\$500.00

Driveway Occupancy Permits

Zoning Hearing (Variance & Sp. Exception)	\$250.00
Rezoning Request	\$1,000.00
UCC Appeal Hearing	\$2,000.00

Use & Occupancy Permits:

Home Occupation	\$200.00
Non-residential building or use	\$200.00
No impact home-based business	\$100.00

Waste & Recycling Rates

Waste & recycling annual user rate	\$360.00/\$90.00 per qtr.
Bulk waste/green waste pick-up	\$150.00 per load
Drop off center annual use permit – Annville residents	\$100.00 (annually)
Drop off center – non-residential permit annually	\$350.00 (annually)

Annville Township Sewer Authority

Tapping fee – capacity component (main) – EDU	\$2,500.00
Tapping fee – collection component (lateral)	\$3,200.00
Sewer minimum – per quarter	\$183.00
Sewer fee over minimum 10000 gallons	\$17.00 per 1000 gallons

Licenses: (Annually)

Excavators	\$100.00
Junk yards	\$200.00
Plumbing	\$100.00
Residential rental (per unit) prior to deadline	\$50.00
Residential rental (per unit) after deadline	\$100.00

Permits:

Curb & sidewalk	\$100.00
Peddling/soliciting	\$100.00 (a month)
Plumbing	\$100.00
Street cut	\$500.00

Returned check fee	\$35.00
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Admin fee to prepare settlement finals	\$25.00
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SUBDIVISION, LAND DEVELOPMENT, STORM WATER MANAGEMENT, AND  
RELATED PLAN OR WAIVER APPLICATION FEE ESTABLISHED.

- A) The preliminary, final, and revised subdivision and/or land development plan fee shall consist of two (2) parts, namely, a basic fee and a lot and/or unit of occupancy fee. The basic fee covers the cost of the initial lot (remaining acreage), or unit of occupancy based upon the type of development involved. The lot fee is charged toward each additional proposed lot and/or each existing lot which receives additional area (lot add-on). The unit of occupancy fee is charged for each proposed unit of occupancy in excess of one (1) unit per lot. The amount of the abovementioned fees shall be as follows: preliminary, final, revised and lot add-on plan filing fee:

Basic Fee:

Residential	\$400.00
Non-Residential	\$600.00

Additional Fee:

Residential	\$30.00 per lot or unit of occupancy
Non-Residential	\$30.00 per acre

B) Sketch plan	\$400.00
C) Lot add-on plan	\$400.00
D) Waiver request (per waiver)	\$100.00
E) Minor stormwater management plan (500-5,000 sq ft new impervious)	\$250.00
F) Major stormwater management plan (>5,000 sq ft new impervious)	\$500.00
G) Stormwater management plan exemption request	\$500.00

- H) Pre-application meeting with Township staff (if the applicant desires that the Township Engineer or other professional consultant attend, the applicant will be invoiced for the fees of such consultant, and such fees must be paid in full before the applicant may submit a formal application) \$ Actual Cost. The filing fee shall be used to reimburse the Township for its administrative expenses in connection with the processing of the application, including but not limited to receipt, transmittal and storage of plans and reports, postage, and similar expenses.

POSTING OF ESCROW FOR REIMBURSEMENT OF TOWNSHIP EXPENSES IN  
PROCESSING SUBDIVISION AND LAND DEVELOPMENT, PUBLIC STREET,  
AND STORM WATER MANAGEMENT APPLICATIONS.

Each applicant shall deposit with the Township a sum in the amount as set forth below (the "Escrow Fund") at the time of filing an application for approval of a subdivision or land development plan, a public street plan, and/or a storm water management plan. The Escrow Fund shall be used to reimburse the Township for all engineering, inspection and legal fees incurred in the review of the plan, inspection of improvements, preparation, recording of any appropriate deeds or documents, and any other expenses which the Township may incur in the connection with the processing of the application and development of the property. The Township shall be authorized to withdraw from time to time any monies deposited in the Escrow Fund by the applicant/developer to pay expenses and fees incurred by the Township. At such point as the Escrow Fund has been reduced to one-half of the amount posted by the applicant at the time of filing the application or less because of withdrawals as herein provided, then, and in that event, and at that time, the Township shall bill the applicant/developer an amount sufficient to restore the Escrow Fund to the original sum. In the event the Escrow Fund is insufficient at any time to pay such costs, the Township shall bill applicant/developer for the actual or anticipated additional costs. In the event the Escrow Fund is in excess of the Township's costs, the Township shall refund such excess monies, without interest, to Developer upon completion of the development of the property. The amount of the Escrow Fund shall be determined as follows:

- |   |            |
|---|------------|
| A. Minor Residential Subdivision or Land Development Plan (1-5 lots or units of occupancy)        | \$2,000.00 |
| B. Major Residential Subdivision or Land Development Plan (6-20 lots or units of occupancy)       | \$5,000.00 |
| C. Major Residential Subdivision or Land Development Plan (21 or more lots or units of occupancy) | \$7,500.00 |



D. Non-residential Subdivision or Land	\$5,000.00
E. Sketch plan	\$1,000.00
F. Lot add-on plan	\$1,000.00
G. Waiver request (per waiver)	\$100.00
H. Minor stormwater management plan	\$0.00
I. Major stormwater management plan (not part of land plan)	\$1,000.00
J. Stormwater management plan exemption request	
K. Inspection of stormwater management facilities which are part of an approved subdivision or land development plan and the lot owner will be installing stormwater management facilities.	Actual Cost

Fees and Escrow Payable with Application. All filing fees and required escrow deposit must be submitted to the Township with plan applications. Plan applications will not be accepted without fees and required escrow deposits. Neither the Annville Township's Planning Commission nor the Annville Township Commissioners shall take action on a plan application submitted without the required fee and escrow deposit, if applicable. The fees imposed by this Resolution are in addition to any fees imposed by the Lebanon County Planning Commission pursuant to Section 502 of the Pennsylvania Municipalities Planning Code for its review of plans or by any municipal authority or public utility as established by such authority or utility for review of plans showing improvements, extensions, or connections to the authority's or the utility's facilities. All fees and, if required, escrow deposits shall be paid by check or money order drawn to the Township of Annville.

Recording Fees. Applicant shall be responsible for any and all costs relating to the reduction of final plans for the purpose of recording the same with the Recorder of Deeds of the County of Lebanon in addition to any recording fees.

Reimbursement for Plan and Document Review Expenses. Applicants shall reimburse the Township for all reasonable and necessary charges incurred by the Township's professional consultants, including but not limited to the Township Engineer and the Township Solicitor, for the review of any report(s) or documents submitted to the Township as part of an applicant's application. Such document or reports may include but is not limited to plans, supporting data, proposed agreements relating to the maintenance of improvements or open space, financial security, and similar matters if any, in connection with subdivisions and land developments, public street plans, and storm water management applications. Such fees shall be the actual fees charged by the Township Engineer, Township Solicitor, or other professional consultant for the services performed. The present fee schedule of the Township Engineer is attached as Exhibit "A" and the present fee schedule of the Township Solicitor is attached as Exhibit "B". Such schedules shall be revised from time to time to reflect the changes in the rates charged to the Township by the Township Engineer, Township Solicitor, or such other professional consultant. The filing of a plan or application under the Annville Township Subdivision and Land Development Ordinance, Storm Water Management Ordinance, and/or Road Ordinance shall constitute an implied agreement by the applicant to pay such expenses.

Reimbursement for Inspection of Improvements when such Inspection is Performed by the Township Engineer or other Professional Consultant. Developers shall reimburse the Township for all reasonable and necessary charges incurred by the Township's professional consultants or the Township Engineer

for inspection of the improvements required to be constructed under the Subdivision and Land Development Ordinance, the Storm Water Management Ordinance, or the Township Road Ordinance as well as any report or reports to the Township thereon. Such inspection fees shall be the actual fees charged by the Township Engineer or other professional consultant for the services performed. The present fee schedule of the Township Engineer is attached hereto as Exhibit "A" and incorporated herein. Such schedule shall be revised from time to time to reflect changes in the rates charged to the Township by the Township Engineer.

Reimbursement for Inspection of Improvements when Performed by Township Personnel. In some circumstances, inspection of improvements may be performed by personnel employed by the Township. If the inspection is performed by Township personnel, developers shall reimburse the Township for all reasonable and necessary charges incurred by the Township for inspection of the improvements required to be constructed under the Storm Water Management Ordinance or the Subdivision and Land Development Ordinance or the Road Ordinance as well as any review of reports to the Township thereon. When the inspection is performed by Township personnel, the fee shall be fifty (\$50.00) Dollars per hour. A minimum charge of fifty (\$50.00) Dollars per hour per person will be billed for the first hour or any portion thereof. Any time in excess of one (1) hour shall be billed at the same rate on a proportional basis. This charge shall be revised from time to time to reflect changes in the costs to the Township of utilizing its personnel to perform such inspections. The developer shall also reimburse the Township for all mileage reimbursement which the Township may pay to its personnel if such personnel use personal vehicles to travel to and from a development site.

Resolution of Fee Disputes. In the event the developer disputes the amount of any such plan review or inspection fees or expenses, the developer shall, within ten (10) days of the billing date, notify the Township Secretary in writing which fees are disputed as unreasonable or unnecessary, in which case the Township shall not delay or disapprove a subdivision or land development application or any approval or permit related to development due to the developer's dispute of the fees. Disputes shall be resolved as follows:

1. If within twenty (20) days of the date of billing, the Township and the developer cannot agree on the amount or the expenses which are reasonable and necessary, then the Township and the developer shall jointly, by mutual agreement, appoint another professional engineer to review such charges and expenses and make a determination as to the amount thereof which is reasonable and necessary.
2. The professional engineer so appointed shall hear such evidence and review such documentation as the professional engineer in his or her sole opinion deems necessary and render a decision within Fifty (50) days of the billing date. The developer shall pay the entire amount determined in the decision immediately.

3. The fee of the professional engineer for determining the reasonable and necessary expenses shall be paid by the developer if the amount of payment required in the decision is equal to or greater than the original bill. If the amount of payment required is less than the original bill by One Thousand (\$1,000.00) Dollars or more, the Township shall pay the fee of the professional engineer. In all other situations the Township and the developer shall each pay one-half (1/2) the fee of the professional engineer.
4. If the Township and the developer cannot agree upon the professional engineer to be appointed, the engineer shall be selected in the manner provided in Article V of the Pennsylvania Municipalities Planning Code.

Additional Expenses. All expenses incurred by the Township prior to street dedication for the installation, maintenance or operation of street signs, traffic control signs, traffic control lights, streetlights and any other signs or lights which are necessitated by the developer's land development or subdivision shall be charged to and paid by the developer. A charge of Fifty (\$50.00) Dollars per hour, per person for Township personnel shall be billed for the costs of installing traffic control signs or performing other services for the development. The actual cost of all supplies and equipment, including signs, poles and other materials shall be paid by the developer. The developer shall also reimburse the Township for all mileage reimbursement which the Township may pay to its personnel if such personnel use personal vehicles to travel to and from a development site. If the Township is required to provide snow removal service on a street not accepted by the Township, the developer shall be charged the reasonable and customary commercial rate for such service plus the actual cost of all materials used.

All other user fee rates, or other fees relative to Annville Township matters, not impacted or modified by this Annville Township Fee Schedule remain in full force and effect.

**RESOLVED AND ENACTED, this \_\_\_\_\_ day of January 7, 2025.**

(SEAL)

ANNVILLE TOWNSHIP  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Candie Johnson  
Township Secretary

By: \_\_\_\_\_  
Rex A. Moore, President  
Board of Commissioners



We answer to you.

5031 Richard Ln, Ste 111, Mechanicsburg, PA 17055 • Phone: (800) 738-8395  
E-mail: rettetw@rettetw.com • Website: rettetw.com

Engineers

Environmental  
Consultants

Surveyors

Landscape  
Architects

Safety  
Consultants

November 6, 2024

Ms. Candie L. Johnson  
Township Manager  
Annville Township  
36 North Lancaster Street  
P.O. Box 178  
Annville, PA 17003

RE: Consulting Engineering/Planning Services - 2025  
RETTEW Project No. 126792000

Dear Candie:

On behalf of the Municipal Services team at RETTEW, please allow me to thank you for the opportunity to serve as your municipal engineer for 2024. We have enjoyed the challenges presented by last year's projects and believe that we were able to accomplish a great deal during the past year.

Our primary goal continues to be to provide you with logical, cost-effective engineering and community planning services to meet the township's needs. Because there is no better resource than our clients for identifying areas where improvements can be made, we ask that you please let us know where we can improve our service to you.

I will serve as your primary point of contact and all work will be performed in accordance with the enclosed rate schedule and with our current agreement. Enclosed please find an Instantaneous Response Plan (IRP) for your records. Please make use of this IRP should you need to contact us at any time.

Thank you for your business in 2024. We look forward to serving you in 2025.

Sincerely,

Frank Chlebnikow, AICP  
Project Manager

Mike Knouse, PE  
Project Manager

Enclosures

Z:\Shared\Projects\12679\126792000\_General Engineering\2025\00 Contracts\00 Proposal\AT Eng 2025.docx



We answer to you.

Corporate Headquarters: 3020 Columbia Avenue • Lancaster, PA 17603 • Phone (717) 394-3721 • Fax (717) 798-9879

E-mail: [rettew@rettew.com](mailto:rettew@rettew.com) • Web site: [rettew.com](http://rettew.com)

## PROFESSIONAL SERVICES AGREEMENT

Project No. 126792000

THIS AGREEMENT entered into on this 6th day of November, 2024 by and between  
Annville Township located at 36 N. Lancaster Street, Annville, PA 17003-0178

hereinafter called "CLIENT" and RETTEW Associates, Inc., hereinafter called "RETTEW" is as follows:

THE AGREEMENT IS ENTERED INTO WITH RESPECT TO THE FOLLOWING PROJECT:

Retain RETTEW as municipal engineer for 2025.

located at: Annville Township, Lebanon County, Pennsylvania  
hereinafter called the PROJECT.

THE CLIENT AND RETTEW AGREE AS FOLLOWS:

A. Scope of Services to be Provided by RETTEW:

Work to be completed as requested by municipal officials.

B. Total Fee to be Paid to RETTEW:

Fees will be established for each project assigned.

C. Schedule for the Services of RETTEW:

Will be as mutually agreed upon between Annville Township and RETTEW.

D. This PROFESSIONAL SERVICES AGREEMENT shall include the PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS as attached hereto.

ACCEPTANCE AND EXECUTION OF THIS AGREEMENT:

BY:

(Client Signature)

(Printed Name)

BY:

(RETTEW Signature)

(Printed Name)

TITLE:

TITLE:

DATE:

DATE:

## PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

- 1. Scope of Services.** RETTEW Associates, Inc. ("RETTEW") agrees to provide professional services set forth in the Scope of Services to the Client (the "Services") pursuant to these Terms and Conditions (the "Terms"). These Terms, together with the Professional Services Agreement and its attachments, constitutes the entire agreement between the parties concerning the Services. Unless specifically included in the Scope of Services, RETTEW shall not provide any construction phase services including, but not limited to, construction observation of any other contractor's work. RETTEW shall not control, or be responsible for, the construction means, methods, techniques, sequences or procedures of any contractor and shall not be responsible for site safety. RETTEW shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities or other responsibilities are specifically assigned to RETTEW in the Scope of Services.
- 2. Invoices.** Client represents and warrants that it possesses the financial resources to fulfill its payment obligations hereunder and that such resources do not rely significantly on contingent, third-party monies. Client agrees to maintain such resources during the term hereof and that the failure to maintain such resources shall constitute a material breach hereof. Unless otherwise agreed, Client will be invoiced every 4 weeks for services performed to date and a final invoice will be timely provided upon completion of the Services. Payment is due on receipt and is past due 30 days from invoice date. Interest will be added after 30 days at the rate of 1.5% per month or partial month overdue. Any right to withhold payment based on errors or discrepancies in the invoice is waived if not identified in writing to RETTEW within 10 days of the date of invoice. Client will reimburse RETTEW's reasonable attorneys' fees and litigation costs incurred in pursuing collection of any amount due from Client, in addition to amounts otherwise due hereunder. Timely payment to RETTEW is a material consideration of this Agreement. RETTEW may **suspend or terminate** its work upon written notice if any Client invoice is not timely paid. Client agrees to defend, indemnify and hold RETTEW harmless from any damages that may arise due to such suspension or termination.
- 3. Standard of Care.** RETTEW shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. This standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. RETTEW MAKES NO EXPRESS WARRANTIES, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES IMPLIED BY LAW AS THEY MAY APPLY TO THIS AGREEMENT, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Client agrees that neither RETTEW nor any of its subconsultants owes any fiduciary duty to Client or agency relationship between Client and RETTEW and that, in any event, RETTEW's course of conduct during the performance of the Services shall not create a fiduciary duty or agency relationship.
- 4. Indemnification.** To the fullest extent permitted by law, Client agrees to indemnify, defend and hold the RETTEW Group harmless from and against any and all manner of demands, claims, liabilities, costs and expenses (including, without limitation, reasonable attorneys' and experts' fees and other reasonable defense costs) (a) arising out of any negligent act or omission, or any breach of this Agreement, by Client or any individual or entity for whose acts Client is responsible or (b) arising out of the use of or reliance on the drawings, sketches, specifications and other documents in any form provided to or for Client by RETTEW under this Agreement (the "Deliverables") by any third-party. To the fullest extent permitted by law, RETTEW agrees to indemnify, defend and hold the Client Group harmless from and against any and all manner of demands, claims, liabilities, costs and expenses (including, without limitation, reasonable attorneys' and experts' fees and other reasonable defense costs) arising out of any negligent act or omission, or any breach of this Agreement, by RETTEW or any individual or entity for whose acts RETTEW is responsible. With regard to any claims arising out of professional services, any defense obligation assumed by RETTEW shall be interpreted as an obligation to reimburse reasonable defense costs, including but not limited to reasonable attorney's and expert's fees. As used in Paragraphs 4 and 5, a "Group" includes the identified party, its parents, subsidiaries and affiliates, their agents, successors and assigns, or any of their shareholders, directors, partners, members, officers or employees.
- 5. Limitations of Liability.**
  - a. RETTEW Group's aggregate liability for damages arising from or related to this Agreement, under any theory of liability, shall not exceed the fees paid by Client for performance of the Services. RETTEW shall only be liable for such damages to the extent caused by its negligence or breach of this Agreement.
  - b. If RETTEW fails to include any required item or component of the Project from the Deliverables, RETTEW shall correct the omission on the Deliverables without charge to Client and reasonable additional construction costs incurred by the Client due to the omission, but shall not be responsible for the cost of the item or component itself, or the cost of installation.
  - c. Neither party Group shall be liable to the other for punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost revenues, lost business opportunities, loss of use, fines, penalties, and loss of or corruption to data) arising from or related to this Agreement, regardless of the theory liability, and even if they have been advised of the possibility of such damages or loss.
- d. RETTEW hereby advises Client that it is willing to negotiate higher limitations of liability than those set forth herein, subject to increased compensation. Client has chosen to enter into this Agreement subject to the above limitations of liability after consideration of the totality of the proposal presented by RETTEW.
- 6. Relationship with Other Consultants and Contractors** RETTEW is not responsible for any errors or omissions by other consultants, contractors or their respective subcontractors (collectively, "Contractors"), including, but not limited to, such Contractors' failure to adhere to the Deliverables, regardless of whether or not RETTEW is observing their work. RETTEW owes no duty to any Contractor to discover their errors, omissions or other defects in its work or in the work of its subcontractors. Client will use reasonable efforts to include the following language in its agreements with other Contractors on the Project: *"To the fullest extent permitted by law, contractor or consultant expressly waives any claims or causes of action against the project engineer for damages sustained in connection with the project, under any theory of liability, except to the extent that the damages resulted from personal injury or property damage. The project engineer is an intended third-party beneficiary of this provision."*
- 7. Termination.** In addition to any other termination rights set forth herein, this Agreement may be terminated by either party upon 7 days written notice if the other party fails materially to perform in accordance with its terms. If the Project is permanently abandoned, this Agreement may be terminated by Client upon at least 7 days written notice to RETTEW. In the event of termination of the Project, Client will compensate RETTEW for Services performed or provided up to its receipt of the written notice of termination, for all reimbursable expenses incurred by RETTEW in furtherance of the Services (whether or not incorporated into the Services prior to termination), and reasonable fees and expenses directly associated with the closing the matter, the latter as approved by Client in advance. Timely payment to RETTEW is a material consideration of this Agreement. Client's failure to make payments in accordance with this Agreement shall constitute substantial non-performance and a cause for termination by RETTEW.
- 8. Insurance.** During the term of the Agreement, RETTEW will maintain Workers' Compensation insurance, General Liability insurance, Automobile insurance, and Professional Liability insurance in commercially reasonable amounts. Client will maintain, or require its other contractors or consultants on the Project to maintain, such policies (if applicable) in commercially reasonable amounts. Except to the extent that such waiver would invalidate the applicable insurance coverage, the parties waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages to the extent covered by property insurance, except such rights as they may have to the proceeds of such insurance. Client and RETTEW shall require similar waivers from their contractors, consultants and agents.
- 9. Opinions of Probable Construction Cost.** RETTEW's opinions of probable construction cost and other cost opinions or estimates are to be made on the basis of RETTEW's experience and qualifications as an engineer and represent RETTEW's best judgment as an experienced and qualified design professional generally familiar with the industry. However, because RETTEW has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, RETTEW cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by RETTEW or other cost opinions or estimates. If Client wishes greater assurance as to probable construction costs, Client shall employ an independent cost estimator.
- 10. Disputes.** If a dispute arises from or relates to this Agreement or the breach thereof, that cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by non-binding mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures before resorting to litigation. The parties further agree that they may initiate litigation regarding any dispute arising out of or relating to this Agreement, or breach thereof, if mediation does not result in a resolution within 90 days of initiation. Litigation between the parties regarding this Agreement shall be brought in a court of competent jurisdiction located in the state where the work hereunder is performed. In the event of litigation, the prevailing party shall be entitled to collect its reasonable attorneys' fees, experts' fees and costs related to the litigation from the other party. This Agreement shall be governed by and construed under the law of the state where the work hereunder is performed, without regard to its principles of conflicts of laws. The parties waive their right, if any, to a jury trial.
- 11. Client Responsibilities.** Client will provide access to the site as necessary for RETTEW's performance of the Services. Client will provide, in a timely fashion, complete physical information about the site that may be necessary or desirable for

RETTEW to perform the Services. Client will timely review proposals, schedules, plans, and specifications prepared by RETTEW, and cooperate with RETTEW so that RETTEW may complete the Services in a timely fashion. Failure to provide such timely review may adversely impact scope, schedule and budget related to the Services. RETTEW shall be entitled to rely on information and recommendations provided by Client, and its Contractors without independent evaluation or verification.

**12. Notice of Defects.** Client shall promptly report to RETTEW any defects or suspected defects in the Services, so that RETTEW may take measures to minimize the consequences of such defect. Client will use reasonable efforts to include a similar contractual requirement on its Contractors. Failure by Client, and/or Client's Contractors, to so notify RETTEW shall relieve RETTEW of the costs of remedying the defects to the extent of the additional costs resulting from the failure of prompt notification.

**13. Underground Utilities.** Client will identify to RETTEW, in writing, the locations of known or suspected underground utilities or other underground structures or features at and near the project site that could affect the services to be provided (collectively, "Underground Utilities") and will provide all drawings in its possession or control that identify Underground Utilities. RETTEW will be responsible for the proper siting of underground utilities when provided with proper and accurate information regarding their location. Client agrees to defend, indemnify and hold RETTEW harmless from all penalties, claims and damages it sustains in connection with: (a) Underground Utilities that are not identified to RETTEW as required, not properly identified, or not properly located by municipalities, authorities, or utilities after proper notice (i.e., after calling the applicable state utility locating hotline, if one exists), and (b) construction schedules or practices out of RETTEW's control or knowledge that violate state utility locating notice requirements or invalidate otherwise proper utility notification made by RETTEW.

**14. Fees.**

a. Unless expressly stated otherwise in the Scope of Services, the "Total Fee" above is RETTEW's best estimate of the cost of Services required to complete the Project as RETTEW understands it to be defined and is not a cost-not-to-exceed limit on RETTEW's compensation. For fixed fee projects, payment shall be made based on the percent of work completed for each phase of work, unless otherwise agreed. For time and expense (cost plus) projects, billings are based on the hours worked, including travel time portal-to-portal, and reimbursable expenses. Overtime for non-exempt employees will be billed at 1.5 times the hourly rate.

b. Client is responsible for RETTEW's out-of-pocket expenses incurred in performing the Services, including, but not limited to, travel expenses, outside consultants, approval and permit fees, and any supplemental insurance requested. Reimbursable expenses will be billed at RETTEW's actual cost, plus 15%, except sales tax will be reimbursed at cost and mileage will be reimbursed at the applicable federal rate. Hotels and meals will be billed as a per diem expense as set out in the Rate Schedule.

**15. Additional Work.**

a. RETTEW shall be entitled to an equitable increase in compensation if it is required to perform additional work due to changes in Client decisions or Client's failure to make decisions in a timely fashion. Services or tasks beyond those set forth in the Scope of Services (including but not limited to, revisions due to adjustments in the project scope, quality, or budget) are considered "Additional Services" and will be billed at RETTEW's standard hourly rates, unless the parties agree otherwise in a change order or amendment to this Agreement.

b. If Additional Services are requested, RETTEW will provide Client with a change order or amendment to this Agreement to memorialize the parties' obligations regarding the Additional Services. RETTEW reserves the right to refuse to perform Additional Services until it receives written approval of the change order or amendment from the Client. If RETTEW does not receive such written approval in a timely manner, the project schedule could be impacted.

**16. Work Product and Intellectual Property.** Conditioned on full payment of amounts owed to RETTEW, RETTEW grants Client physical ownership of the Deliverables, and a royalty-free, nontransferable license to use the Deliverables solely for the Project. RETTEW retains all other intellectual property rights in the Deliverables and the intellectual property rights in any other document reduced to tangible form by RETTEW in furtherance of this Agreement. The Deliverables may not be used on any other projects or by a third-party to complete the Project without RETTEW's consent. Use of the Deliverables (or the data contained therein) in a manner that is contrary to this paragraph, or any alteration or modification of the Deliverables (or the data contained therein), is at Client's sole risk. Client agrees to defend, indemnify and hold RETTEW harmless from any liability for damages arising from such use, alteration or modification. Payment of all sums due in accordance with the terms of this Agreement is a condition precedent to Client's ownership or use of the Deliverables. Client shall consult with RETTEW before interpreting or clarifying the Deliverables.

**17. Miscellaneous.** There are no third-party beneficiaries of this Agreement. There are no understandings or agreements concerning this Project except as expressly stated herein. These Terms cannot be modified, altered, abridged, rescinded or supplemented by any unilateral statement or writing of either party. These Terms control over any

subsequent writings, unless specifically and explicitly agreed to by both parties, in writing. If the Client directs RETTEW to initiate Services before execution of an agreement, these Terms will govern the engagement, unless subsequently agreed by the parties in writing. Neither party may assign this Agreement without the other party's written consent, which shall not be unreasonably withheld. If any provision hereof is deemed invalid or unenforceable, the other provisions shall remain in full force and effect, and binding upon the parties hereto. RETTEW may withdraw or revise the proposal if the Agreement is not executed by Client within 60 days of receipt.

**18. CONSTRUCTION SERVICES (If included in Scope of Services)**

18.1 RETTEW offers construction observation and construction administration services, but does not offer construction management or construction inspection services. (Construction management services are offered by RETTEW's affiliate, RETTEW Field Services, Inc.) RETTEW shall become generally familiar with the progress and quality of that portion of the work within the Scope of Services to determine, in general, if such work is being performed in a manner indicating that such work, when fully completed, will be in accordance with the construction documents. RETTEW shall not be required to make exhaustive or continuous on-site visits to observe the quality or quantity of such work. RETTEW's services do not include supervision or direction of the actual work of the contractor, its employees, agents or subcontractors. Client agrees to notify the contractor accordingly. The contractor shall also be informed by Client that neither the presence of RETTEW's field representative nor the observation by RETTEW shall excuse the contractor for defects or omissions in its work.

18.2 RETTEW shall not be responsible for any contractor's schedules or failure to carry out the work in accordance with the construction documents. RETTEW shall not have control over or charge of acts or omissions of any contractor, subcontractor, or their agents or employees, or of any other persons performing portions of the construction work.

18.3 Client agrees that its contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performances of the work, and that these requirements will apply continuously and not be limited to normal working hours. Any observation of the contractor's performance conducted by RETTEW's personnel will not include review of the adequacy of the contractor safety measures in, on or near the construction site. RETTEW is not responsible for any contractor's failure to observe or comply with the Occupational Health and Safety Act of 1970, and regulations or standards promulgated thereunder, or any state, county, or municipal law or regulation of similar import or intent.

18.4 If expressly required under the Scope of Services to do so, RETTEW shall review contractors' submittals within 10 business days of their submission, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by any contractor, all of which remain the responsibility of the contractor. RETTEW's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures and RETTEW does not check or review the methods by which the contractor intends to execute the design. A recommendation for payment shall not be construed as permitting any departure from the contract between Client and the contractor or the construction documents, and the contractor shall remain responsible for any error in details, dimensions or otherwise that may exist. RETTEW's review and acceptance of shop drawings or submittals does not constitute approval or acceptance of design changes contained therein unless the contractor has specifically informed RETTEW in writing of such deviation at the time of the submittal and (1) RETTEW and Owner have given written approval to the specific deviation as a prior change in the work, or (2) a change order has been issued authorizing the deviation. When professional certification of performance characteristics of materials, systems or equipment is required by the construction documents, RETTEW shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the construction documents.

18.5 If the Scope of Services includes RETTEW's review of contractors' requests for payment, then such services shall be conducted in the following manner. Unless otherwise agreed in writing, RETTEW shall, within 10 business days from the date of receipt by RETTEW, review and evaluate such requests for payment based upon RETTEW's observations of the work and give Client its recommendations regarding such request. RETTEW's recommendations shall constitute a statement to Client as of the date of the contractor's request, that: (a) the work has progressed to the point indicated; and (b) that to the best of RETTEW's knowledge, information and belief, the quality of the work is consistent with the construction documents prepared by RETTEW and there are no known defects or deficiencies in the work for which Client should withhold payment under applicable law. The foregoing statements shall be interim only, shall be subject to an evaluation of the completed work compared to the construction documents, if requested by Client, and do not guarantee against minor deviations from the construction documents as of the date of the review.





## INSTANTANEOUS RESPONSE PLAN for ANNVILLE TOWNSHIP

We answer to you, 24/7/365.

At RETTEW, our core values include relationships, excellence, and stewardship. To live these core values, communication with and service to our clients must be exceptional. You, our client, must be able to reach us easily when you have a need – whenever that time might be. This Instantaneous Response Plan (IRP) provides names and phone numbers of RETTEW's key staff members serving your Township. Our contact numbers are listed below; please don't hesitate to use them if you need to reach us.

Primary Client Contact: Frank Chlebnikow, AICP  
Phone: ..... 717-516-7481  
Cell: ..... 717-475-0394  
Home: ..... 717-652-8122

Secondary Client Contact: Mike Knouse, PE  
Phone: ..... 717-516-7523  
Cell: ..... 717-645-6572

Team Lead: Michele Aukerman, PE  
Phone: ..... 814-308-0645  
Cell: ..... 814-571-2054

Regional Practice Director: Dave Morgan, RLA  
Phone: ..... 717-516-7515  
Cell: ..... 717-226-6881

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*Last Updated November 2024*



# 2025 RATE SCHEDULE

POSITION			HOURLY RATE
Archaeological Field Technician Assistant CAD Operator	Assistant Site Designer Marketing Assistant	Survey Technician 1	\$83.00
Administrative Assistant Archaeologist 1 Archaeological Crew Chief Assistant Engineer Assistant Community Development Specialist Assistant Geologist Assistant Geophysicist	Assistant Geotechnical Engineer Assistant Landscape Architect Assistant Scientist CAD Operator Field Technician 1 Front Desk AA GIS Technician 1	Health & Safety Technician 1 Jr. Planner Survey Technician 2	\$99.00
Biologist 1 Community Development Specialist 1 Designer 1 Electrical Control Engineer Environmental Scientist 1 Field Engineer Field Technician 2	Geologist 1 Geoscientist 1 GIS Analyst 1 GIS Technician 2 Health & Safety Technician 2 Marketing Coordinator Party Chief 1	Project Technician 1 Resident Project Representative 1 Soil Scientist 1 Sr. Administrative Assistant Utility Locator 1	\$116.00
Archaeologist 2 Biologist 2 CAD Manager Designer 2 Engineer 1 Environmental Scientist 2 Field Supervisor 1 Geologist 2 Geophysicist 1	Geoscientist 2 GIS Analyst 2 Health & Safety Technician 3 Land Planner 1 Landscape Architect/Designer 1 Party Chief 2 Project Surveyor 1 Resident Project Representative 2	Site Designer 1 Site Manager 1 Soil Scientist 2 Sr. Project Technician Utility Locator 2	\$132.00
Archaeologist 3 Community Development Specialist 2 Engineer 2 Field Supervisor 2 Geophysicist 2 Geoscientist 3 GIS Analyst 3	Health & Safety Consultant 1 Land Planner 2 Landscape Architect/Designer 2 Program Analyst 1 Project Surveyor 2 Resident Project Representative 3 Site Designer 2	Soil Scientist 3 Sr. Designer 1 Sr. Party Chief Utility Locator 3	\$149.00
Biologist 3 Communications Manager Community Development Specialist 3 Construction Manager 1 Design Manager 1 Engineer 3 Environmental Scientist 3 Geologist 3 Geophysicist 3	Health & Safety Consultant 2 Historic Resource Specialist Land Planner 3 Landscape Architect/Designer 3 Program Analyst 2 Project Manager 1 Project Surveyor 3 Site Designer 3 Site Manager 2	Sr. Archaeologist 1 Sr. Utility Locator Sr. Designer 2 Sr. GIS Analyst 1 Sr. Resident Project Representative Sr. Soil Scientist 1 Technology Manager 1	\$165.00
Construction Manager 2 Constr. Project Manager/Estimator Design Manager 2 Procurement Manager Project Manager 2 Sr. Archaeologist 2 Sr. Biologist 1	Sr. Community Development Specialist Sr. Engineer 1 Sr. Environmental Chemist Sr. Environmental Scientist 1 Sr. Geologist 1 Sr. Geophysicist 1 Sr. GIS Analyst 2	Sr. Health & Safety Consultant 1 Sr. Land Planner 1 Sr. Landscape Architect/Designer 1 Sr. Soil Scientist 2 Sr. Surveyor 1 Technology Manager 2 Watershed Specialist	\$182.00
Sr. Biologist 2 Sr. Construction Manager	Sr. Environmental Scientist 2 Sr. Geologist 2	Sr. Surveyor 2 Technology Manager 3	\$198.00
Chief Engineer Market Lead Market Manager Practice Team Lead Project Manager 3	Sr. Engineer 2 Sr. Geophysicist 2 Sr. Geotechnical Engineer Sr. Health & Safety Consultant 2 Sr. Land Planner 2	Sr. Landscape Architect/Designer 2 Sr. Project Manager Sr. Surveyor 3	\$215.00

Effective 1/25

**RETTEW**



## 2025 RATE SCHEDULE

KEY PERSONNEL	HOURLY RATE
Mike Knouse	\$195.00
Frank Chlebnikow	\$178.00

### Notes

- Overtime may be charged at a rate of 1% times the above rates for specific employees, as required by federal law.
- Invoices will be rendered monthly and are payable upon receipt.
- Charges are subject to revision.

EXPENSE	RATE
AN	\$75.00/day
Data Collection Tablet	\$40.00/day
Drone (additional fees may apply based on the requested deliverables)	\$300.00/day
Geophysical Equipment—Single Method Geophysical Equipment—Multi Method	\$350.00/day
\$250.00/day	
Geophysical Equipment Suite (Borehole)	\$350.00/day
Mapping-Grade GPS	\$90.00/day
Metrotech Line Locator	\$55.00/day
Mileage	Current federally allowable rate
Nuclear Density Gauge	\$95.00/day
Overnight stays (including lodging and per diem)	\$200.00/day
Overnight mail (FedEx, etc.), miscellaneous travel expenses (parking, tolls, etc.), field supplies, title searches, subconsultants/subcontractors, testing, filing/application fees, GIS data, equipment rental fees	Cost + 15%
Photocopies	\$.37/each
Postage and Certified Mail	Cost
Prints	\$.70/SF
Robotic Total Station	\$155.00/day
Survey-Grade GPS	\$115.00/day
UN/Ranger	\$100.00/day
Video Pipe Inspection Equipment (CCTV Robotic Crawler)	\$300.00/half day
Video Pipe Inspection Equipment (CCTV Robotic Crawler)	\$500.00/day



UNION WATER WORKS FIRE COMPANY No. 1  
2875 WATER WORKS WAY  
ANNVILLE, PENNSYLVANIA 17003



November 14, 2024

Annville-Cleona Fire Company  
Fire Police Captain  
215 East Main Street  
Annville, Pennsylvania 17003

To Whom it may Concern:

The Wagner Tree Farm located at 3895 Hill Church Road in North Annville Township will be running it's Christmas tree sales starting the end of November. The sales will be held starting November 29, 2024, and occur on Saturdays and Sundays for the following on the dates listed below. Times are approximately 1000 hours to 1500 hours. Fire Police is requested to assist in parking cars on the property and conducting traffic control. It is anticipated in addition to vehicle traffic there may be foot traffic along Russell Road as well.

Dates and times requested:

Friday November 29

Saturday December 7

Saturday November 30

Sunday December 8

Sunday December 1

Saturday December 14 (Tentative)

This event is advertised outside the area and draws a large amount of traffic. The Union Water Works Fire Company is soliciting your assistance in supporting this event.

Thank you for the professional courtesy extended to our Company. Should you have any questions or concerns, please do not hesitate to contact me at 717.418.9204 or Travis Freireich at 717.343.1860

Yours in Service,

Ray Blouch  
Fire Police Captain

RB/rcb





**GREATER LEBANON REFUSE AUTHORITY**

1800 Russell Road • Lebanon • Pennsylvania • 17046

Phone (717) 867-5790 • [WWW.GOGLRA.ORG](http://WWW.GOGLRA.ORG)

November 11, 2024

First-Class Mail

Annville Township  
Candie Johnson Township Manager  
PO Box 178  
Annville, PA 17003

File #: 2024-245

RE: 2025 Haulers Rebate Agreement

Dear Candie Johnson,

At our November 6<sup>th</sup> Board meeting the GLRA Board of Directors approved a change in the Hauler Rebate Agreements. The rebate amount for Municipal Solid Waste collected in Lebanon County outside of a municipal contract, will decrease from \$4.00/ton to \$2.00/ton effective January 1, 2025. We are pleased to inform you that the rebate amount for Contracting Municipalities will remain at \$4.00/ton.

The rebate for Municipal Waste delivered to GLRA under municipal contract will be paid to the entity that pays the tipping fee to GLRA. If your contract with a Commercial Hauler requires that they pay the tipping fees they will receive the rebate. However, we will ask the Contracting Municipality to confirm the tonnage reported prior to payment of the rebate. For those Municipalities that pay the tipping fee to GLRA you will continue to receive the rebate.

To be eligible to continue to get the benefit of the GLRA rebate program we ask that you sign the attached rebate Agreement. We have provided a stamped self-addressed envelope, for you to return of the signed Rebate Agreement. Please take a moment and return the executed agreement at your earliest convenience.

Please feel free to contact me if you have any questions. I can be reached at 717-867-5790 x 308 or via e-mail at [skip@goglara.org](mailto:skip@goglara.org).

Sincerely,

Robert D. Garner, Jr.  
Executive Director

Enclosures:

Cc. Amy (e-mail)

**MUNICIPAL SOLID WASTE PROCESSING/  
DISPOSAL AND TIPPING FEE REBATE AGREEMENT**

THIS AGREEMENT is entered into entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_  
by and between the Greater Lebanon Refuse Authority (the "Authority") and  
\_\_\_\_\_, (the "Participant")

**I. BACKGROUND**

A. Authority owns and operates a solid waste management facility at which it provides for the disposal, processing and recycling of Municipal Solid Waste, including Construction & Demolition Waste, generated in Lebanon County.

B. Authority has been designated by the County of Lebanon to implement the current Lebanon County Solid Waste Management Plan (the "Plan") which requires, among other things, that Lebanon County demonstrate that it has secured ten (10) years of estimated future processing or disposal capacity for all municipal waste generated in Lebanon County.

C. In order to prudently plan for the provision of this required future processing or disposal capacity the Authority must be able to reasonably ascertain and predict what will reasonably be required to properly manage waste

D. Currently the vast majority of Municipal Solid Waste generated in Lebanon County is delivered to the Authority by commercial haulers, businesses and municipalities or facilities collecting and disposing more than sixty (60) tons per year.

E. In order to continue to efficiently and cost effectively plan for the future and meet its current obligations under the Plan, the Authority has determined that it is in the best interest of all its member municipalities and their ratepayers to institute a conditional tipping fee rebate program for qualified commercial haulers, , government facilities, or businesses,

hereinafter referred to as “Participants” or municipalities that contract for waste disposal services for their citizens hereinafter referred to as Contracting Municipalities.

**NOW, THEREFORE**, in consideration of the mutual promises entered into herein and intending to be legally bound hereby, AUTHORITY and PARTICIPANT agree as follows:

1. Participants eligible to qualify for the offered tipping fee rebate and enter into this Agreement shall be limited to: (A) commercial haulers, municipalities, government facilities and agencies, or business who have charge accounts which are current with the Authority; (B) have current license agreements in place or use a Hauler with a license agreement in place; (C) have delivered a minimum of sixty (60) tons of Lebanon County Municipal Solid Waste to the Authority in the last full prior calendar year; (D) agree and certify that they have delivered to the Authority all Municipal Solid Waste and Construction & Demolition waste which they have collected/generated in Lebanon County and have not delivered to the Authority any waste generated or collected outside of Lebanon County during the applicable rebate period; (E) have provided the origin of waste, by municipality and, in the case of dedicated loads, the generator name, of all Municipal Solid Waste and Construction & Demolition waste collected/generated in Lebanon County and delivered to the Authority; and (F) they are, and at all applicable times have been, in full compliance with the Authority’s Rules and Regulations.
2. New commercial haulers and construction/demolition contractors working on a project basis will be eligible for the rebate provided they qualify for a charge account and meet all other requirements set forth in paragraph 1 except for the prior year tonnage minimum.

3. The rebate will be established at two dollars (\$2.00) per ton for those participants who qualify and will be issued on a quarterly basis and will apply only to Municipal Waste, Construction/Demolition Waste and Residual Waste tonnages.

4. The initial term of this agreement shall be from January 1, 2025 through December 31, 2025. Either party may terminate this agreement at the end of the said initial term by giving the other party written notice thereof at least sixty (60) days prior thereto. In the absence of said notice this agreement shall continue under the same terms and conditions contained herein for an additional term of one year and thereafter in one-year increments until terminated by either party giving the other party written notice sixty (60) days prior to the expiration of the then current term. Notwithstanding the aforesaid provisions, this agreement shall terminate at the end of the current Lebanon County Solid Waste Management Plan to Wit: December 31, 2030.

5. Municipalities or government facilities meeting the requirements of paragraph 1, who contract for the collection and delivery of residential waste to the Authority, Lebanon County Residential Waste generated within their municipal or facility boundaries, will be eligible to receive a rebate. The rebate will be established at four dollars (\$4.00) per ton This rebate is payable to the entity that as per the municipal contract pays the Authority the tipping fee.

6. Businesses who pay the Authority directly and deliver or contract with haulers to collect and deliver Lebanon County Municipal Solid Waste generated from their operations to the Authority will be eligible to receive the rebate.

7. Residual Waste, which GLRA may accept under its permit, delivered to GLRA will be counted toward the rebate, however Participants will not be required to certify that all Residual Waste generated in Lebanon County has and will be delivered to the GLRA.

8. Eligibility for recycling rebates shall be limited to only those rebate participants qualified and eligible for the tipping fee rebate for the entire period used to determine the recycling rebate;
9. All participants claiming a rebate will be required to sign this Agreement prior to the quarter for which they are otherwise eligible, with the exception of demolition contractors, and to certify quarterly that they have delivered all Municipal Solid Waste and Construction & Demolition Waste, not used as Clean Fill in accordance with the PADEP Management of Fill Policy , generated in Lebanon County to the Authority, and have not delivered any out of county waste to the Authority, and that their tonnages, waste origin and rebate calculation is correct.
10. Failure to comply with the facility designation terms of this Agreement shall disqualify the hauler from eligibility for any rebate for the then current quarter and the following quarter.
11. This Agreement is not assignable without the prior written consent of the Authority.
12. The amount of the rebate may be increased or decreased at the sole discretion of the Authority with a minimum of thirty days notice; however, any decrease will only be effective at the end of the then current calendar quarter.
13. Appeal of rebate denial for failure to maintain credit account in a current status will only be considered for those Participants who have a three year history of credit compliance, i.e. only for those whose credit account has never been cancelled for non-payment of amounts due by GLRA within three years prior to the quarter being questioned. No rebate will be issued for the number of months or fractions of months



that the credit account was suspended. For those Participants otherwise eligible, the rebate computation will be based upon the total rebate for the quarter times the number of months the account and all other compliance items were fully satisfied. There will be no pro-rating of rebate denial for facility designation violations.

**IN WITNESS WHEREOF, AUTHORITY and PARTICIPANT** have voluntarily entered into this Agreement effective on the date of the last signature below:

**GREATER LEBANON REFUSE AUTHORITY**

Date: \_\_\_\_\_ by: \_\_\_\_\_  
Executive Director or Operations Manager

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

**PARTICIPANT:**

NAME OF PARTICIPANT: \_\_\_\_\_

Date: \_\_\_\_\_ by: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_ (Secretary) Date: \_\_\_\_\_

# C. M. HIGH, INC.



Since 1977



341 King Street, Myerstown, PA 17067  
717-866-7544 www.cmhigh.com

## PROPOSAL

Customer
ANNVILLE TOWNSHIP PO BOX 178 ANNVILLE, PA 17003 P: 717-867-4476

Agreement Summary Information
Agreement / Version: 88 / 8.0
Effective Date: January 01, 2025
Expiration Date: December 31, 2025

We hereby submit specifications and estimates for:

We, C. M. High, Inc., herein to be known as the contractor, shall provide traffic light service for the above mentioned municipal authority at the locations designated below. Services provided under this contract consist of the following:

Preventative Maintenance Checks from 01/01/25 to 12/31/25.

### Preventative Maintenance

Preventative maintenance will be provided by C. M. High, Inc. as outlined by Pennsylvania Department of Transportation in Publication 191 on all traffic control equipment listed below. The work shall be performed at an annual and semi-annual schedule (Spring and Fall). A Preventative Maintenance Record report will be sent for each location after each maintenance check. A Repair Estimate will be sent if needed listing any required/recommended repairs. An annual Electronic Conflict Monitor Test will also be performed and a report will be available upon request.

The repairs recommended on the Repair Estimate and additional projects for upgrades and traffic control equipment improvements as may be required by customer throughout the year will be completed on a time and material basis at the rates listed below. C. M. High, Inc. will not proceed with any additional repairs or additional work/projects without written authorization to do so. C. M. High, Inc. may, from time to time, be required to locate and mark underground electrical facilities traffic control device(s) which are the subject(s) of the work. Such location and demarcation shall be performed in accordance with the General Conditions below described.

### Location(s):

<u>Service Item</u>	<u>Description</u>
1 INTERSECTION 01	RT. 934 & RT. 422

Note: This agreement subject to terms and conditions at the end of this document.

We propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

THREE HUNDRED EIGHTY-FIVE AND XX / 100 DOLLARS

**\$385.00**

### Response Maintenance

The contractor shall provide response maintenance on an on-call basis. The contractor shall be on-call 24 hours per day, 7 days a week, including holidays for the purpose of making repairs. An authorized person from the municipality or from the Emergency Management Agency will notify the contractor of the failure of illumination or operation of the traffic signal. The contractor shall respond to notification in no more than two (2) hours on Monday through Friday between 7 a.m. to 4 p.m. If notification is received at any other time, the contractor shall have no more than 4 hours to respond. The emergency phone number for which the municipality can contact the contractor on an on-call basis is (717) 866-7544. This work will be done on a time and material basis at the rates listed below. Warranty: 30.00 days on labor and 30.00 for materials supplied.

### LABOR RATES

The contractor shall be locked into the hourly rates listed on this contract for the duration of this contract.

C. M. High, Inc.

Page 2 of 3

AFTER HOURS SERVICE CALL 5:00 P.M. TO 7:00 A.M. ON WEEKDAYS, SATURDAY, SUNDAY AND HOLIDAYS	\$112.00
LABOR RATE 7:00 A.M. TO 5:00 P.M., MONDAY TO FRIDAY	\$75.00
AFTER HOURS SERVICE CALL W/ BUCKET VAN 5:00 P.M. TO 7:00 A.M. ON WEEKDAYS, SATURDAY, SUNDAY AND HOLIDAYS	\$140.00
LABOR RATE W/ BUCKET VAN 7:00 A.M. TO 5:00 P.M., MONDAY TO FRIDAY	\$102.00

\*\* EQUIPMENT TO BE PRICED AT CURRENT RATES AT TIME OF SERVICE

Payment to be made as follows:  
Within 30 days of invoice.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:  
\_\_\_\_\_

Authorized  
Signature **Travis Heck** Digitally signed by Travis Heck  
DN: C=US, E=Travis@cmhigh.com, O=C M High Inc.,  
OU=Project Manager, CN=Travis Heck \*

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Signature  
\_\_\_\_\_

Signature  
\_\_\_\_\_

**GENERAL CONDITIONS**  
**C. M. High, Inc. (the "Contractor")**

**1. LIMITED WARRANTY.**

A. The Contractor warrants that the work shall be free from any defects in workmanship for a period of one hundred eighty (80) days from the Completion Date. If the Customer fails to make payment when due under this Contract, then the warranty set forth in this paragraph will terminate and become null and void. All parts and materials furnished shall bear only the warranty, if any, of the manufacturer. The Contractor does not make any warranties, express or implied, with respect to the parts and materials.

B. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL AGREEMENT, GUARANTEE, PROMISE, REPRESENTATION OR WARRANTY SHALL BE BINDING. IN NO EVENT WILL THE CONTRACTOR BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF THE CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE CONTRACTOR HAS KNOWLEDGE THAT FAILURE TO PERFORM COULD CAUSE CONSEQUENTIAL ECONOMIC LOSSES. IN ANY EVENT CUMULATIVE DAMAGES FOR BREACH OF THIS CONTRACT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO THE CONTRACTOR UNDER THIS CONTRACT. THIS PARAGRAPH SHALL APPLY TO ALL ACTIONS RELATED TO THE GOODS AND SERVICES PROVIDED HEREUNDER, WHETHER BASED ON NEGLIGENCE, TORT, CONTRACT OR OTHER THEORIES. CUSTOMER ACKNOWLEDGES THAT THIS PARAGRAPH ALLOCATES THE RISK OF PRODUCT FAILURE BETWEEN THE CONTRACTOR AND CUSTOMER AND THAT THIS ALLOCATION IS REFLECTED IN THE PRICE PAID. NO ACTION ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

2. **CHANGES IN THE WORK.** All changes in the Work shall be authorized by a written Change Order signed by the Customer. All additional charges resulting from Change Orders shall be paid by the Customer in accord with the standard billing procedure.

3. **CUSTOMER'S RESPONSIBILITIES.** The Customer shall secure and pay for all necessary approvals, easements, assessments and charges required for the Work. The Customer will furnish all information required regarding the physical characteristics, legal limitations and utility locations for the site of the Work. The Customer is responsible for the security and protection of all completed Work and all equipment and materials which have been delivered to the site. The Customer shall secure and pay for all building permits and for all other permits and governmental fees, licenses and inspections (except electrical in inspections) necessary for the proper execution and completion of the Work.

4. **INSURANCE.** The Contractor shall purchase and maintain (a) worker's compensation insurance, and (b) insurance for claims for damages, other than to the Work itself, because of bodily injury or destruction of tangible property resulting from Contractor's negligence. The Customer shall be responsible for purchasing and maintaining the Customer's own liability insurance and at the Customer's option, may purchase and maintain such insurance as will protect the Customer against claims which may arise from operations under this Contract. The Customer shall purchase and maintain property insurance upon the entire Work at the site at the full insurable value thereof.

5. **CONCEALED CONDITIONS.** Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract be encountered, the Contract Price shall be equitably adjusted by Change Order upon claim by either party made within twenty (20) days after the first observance of the conditions. If the Contractor wishes to make a claim for an increase in the Contract Price, he shall give the Customer written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. The notice shall be given by the Contractor before proceeding to execute the Work. No such claim shall be valid unless so made. If the Customer and the Contractor cannot agree on the amount of the adjustment in the Contract Price, it shall be determined by arbitration as provided hereafter. Any change in the Contract Price resulting from such claim shall be authorized by Change Order. The Customer shall indemnify the Contractor from any costs or liabilities arising out of damage to concealed utilities if the Customer has failed to inform the Contractor of the location of the concealed utilities.

6. **DISPUTES.** All claims, disputes and matters in question between the Contractor and the Customer arising out of or relating to the Contract shall be decided by arbitration in

Lebanon County, Pennsylvania in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association the obtaining. No arbitration shall include by consolidation, joinder, or any other manner, parties other than the Customer, the Contractor, and any other person substantially involved in common question of fact or law, whose presence is required if complete relief is to be accorded in the arbitration. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7. **COMMENCEMENT OF THE WORK AND DELAYS IN EXTENSION OF TIME.** The contractor shall carry the Work forward expeditiously with adequate forces. If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Customer or any employee or separate contractor employed by the Customer, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the Customer, then the Contractor shall not be responsible for any substantial delay in completion of the Work. Estimates, if any, of Completion Dates set forth in this Contract are estimates only, it being understood that time is not of the essence.

8. **FINAL COMPLETION AND FINAL PAYMENT.** Upon notice by the Contractor, the Customer will promptly make an inspection of the Work and prepare a list of items, if any to be completed or corrected. The Contractor shall diligently proceed to complete or correct such items as are required under this Contract. Upon final completion, the Customer will pay the Contractor the final payment of the Contract. The making of a final payment shall constitute a waiver of all claims by the Customer except those arising from (a) unsettled liens; or (b) faulty or defective work which is subject to the warrant contained in this Contract.

9. **ACCESS TO THE SITE OF THE WORK.** The Customer shall provide the Contractor with access to the Work area including ingress and egress. It will be the responsibility of the Customer to provide Contractor with adequate access for heavy trucks and construction materials. The Contractor is hereby released from all claims and damages which may occur to any curbs, sidewalks, driveways, shrubs, trees and lawns, it being the responsibility of the Customer to provide the Contractor with adequate access.

10. **COST OF COLLECTION - ATTORNEY FEES.** In the event that Customer fails to make payment when due, interest at the rate of one and one-half percent (1-1/2%) per month shall be added to all invoices. In the event that Customer defaults under this Agreement by failure to make payment when due, the Customer agrees to indemnify any pay contractor's reasonable attorney fees and costs of collection.

11. **MISCELLANEOUS.** All of the terms of this Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the parties hereto and their successors and assigns. This Agreement is being delivered at Myerstown, Pennsylvania, and shall be construed and enforced in accordance with Pennsylvania law. The Customer agrees to submit to the jurisdiction of the Court of Common Pleas in and for Lebanon County and the United States District Court for the Middle District of Pennsylvania as to any matter not covered by the arbitration provisions of paragraph 6 of this Agreement. This Agreement represents the entire understanding of the parties hereto, supersedes all other and prior discussions and agreements between the parties hereto and may not be modified or amended, except by a written document designating specifically the terms and provisions so modified and amended and signed by the parties hereto.

12. **UNDERGROUND UTILITIES LOCATION RIDER.** In performing the work, the Contractor may be responsible for locating and marking underground electric utilities associated with the traffic control device(s) which are the subject(s) of the work. The Contractor will take all reasonable measures to locate, identify, and mark such underground electrical utilities. However, the Contractor shall not be responsible for protection of existing Utilities or for the coordination of any Utility Adjustments which are not required for the work. The Customer specifically agrees to release, indemnify, defend and hold Contractor harmless from any and all damages caused by any other entity's excavation, demolition, or alteration of any area in which any underground electric utilities have been located and/or marked by Contractor.