



BOROUGH COUNCIL AGENDA
TUESDAY, NOVEMBER 15, 2022 – 7:00 P.M.

Richard Mathews, Council President, presiding
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. **Approval of Minutes: October 11, 2022 Regular Meeting**
2. **Approval of Minutes: October 18, 2022 Joint Meeting/Budget Workshop with Finance Committee**
3. **Open to the public**
 - a. Citizens wishing to comment will be recognized in the Order of their listing on the Appearance Sheet and are asked to stand up and give their name, address, and organization they represent (if applicable). Impromptu comments are limited to five minutes per individual.
4. **Ordinances and Resolutions**
 - a. Ordinance #3-2022: Fairfield Borough Police Contract Addendum
 - b. Resolution #7-2022: Local Tax Collection Law Amendment Act 57 of 2022
 - c. Resolution #8-2022: PENNVEST Application
5. **Mayor's Report – R. Harris**
 - d. Police Report
 - e. Around Town
 - f. Upcoming Events & Meetings of Interest
 - g. In Requiem
6. **Fire/EMS/EMA Report**
 - a. Fountaindale Volunteer Fire Company Request
7. **Committee Reports**
 - a. Civil Service Commission – Member Application
 - b. Parks, Recreation & Environmental Advisory Committee – Member Resignation
 - c. Planning Commission
8. **Administrative Business – Borough Manager**
 - a. Treasurer's Report – October 2022
 - b. 2022 Budget
 - c. 457 Plan Amendment
 - d. Perc Test Results
 - e. Resident Request
 - f. Adams County Conservation District – MOU
9. **Unfinished Business**
 - a. Grant Funding Updates
 - b. High-Speed Broadband Update
 - c. Police Department Ordinance
10. **New Business**
11. **Open to the public**
 - a. Citizens wishing to comment will be asked to stand up and give their name, address, and organization they represent (if applicable). Impromptu comments are limited to five minutes per individual.
12. **Adjournment**

APPROVAL of MINUTES

ORDINANCES and RESOLUTIONS

INTEROFFICE MEMORANDUM



TO: BOROUGH COUNCIL
FROM: DAVID A. HAZLETT, BOROUGH MANAGER
SUBJECT: ORDINANCE #3-2022
DATE: 11/10/2022
CC: FILE

Ordinance #3-2022 is attached for your review; this ordinance authorizes the Borough to enter into an addendum to the Joint Municipal Agreement for Police Services with the Borough of Fairfield. The terms as outlined in the accompanying Addendum will extend the agreement for another 5-year period ending December 31, 2027. There will continue to be a 4% increase each year as has been the agreement for the last 5-year period.

Action Requested: Authorize Borough Staff to advertise Ordinance #3-2022 with the intent to adopt at the December 13, 2022 Regular Meeting of Council.

BOROUGH OF CARROLL VALLEY
ADAMS COUNTY, PENNSYLVANIA
ORDINANCE #3-2022

**AN ORDINANCE OF THE BOROUGH OF CARROLL VALLEY, ADAMS COUNTY, PENNSYLVANIA
AUTHORIZING THE ENTRY INTO AN ADDENDUM TO THE JOINT MUNICIPAL AGREEMENT FOR LAW
ENFORCEMENT SERVICES WITH THE BOROUGH OF FAIRFIELD**

WHEREAS, the Borough of Carroll Valley, Adams County, Pennsylvania intends to extend by Addendum the term of the Joint Agreement for Law Enforcement Services with the Borough of Fairfield to provide services and law enforcement functions in Fairfield Borough from January 1, 2023 through December 31, 2027, unless terminated earlier in accordance with the terms of the Agreement; and

WHEREAS, Section 1202(35) of the Pennsylvania Borough Code, as amended, authorizes the entry into joint contracts for the provision of police services in other near or adjacent municipalities; and

WHEREAS, the Borough Council of the Borough of Carroll Valley desires to enact, adopt and ordain an Ordinance authorizing the Addendum to the Joint Agreement for Law Enforcement Services pursuant to the Intergovernmental Cooperation Act, 53 Pa. C.S.A. §2301, et seq.

WHEREAS, the Addendum to the Joint Agreement for Law Enforcement Services shall become effective when the Borough Council of the Borough of Carroll Valley and the Borough Council of the Borough of Fairfield each separately enacts, adopts and ordains an Ordinance authorizing its respective entry into the Addendum to Joint Agreement for Law Enforcement Services, effective no later than 12:01 o'clock A.M. on January 1, 2018.

NOW, THEREFORE, the Borough Council of the Borough of Carroll Valley hereby enacts, adopts and ordains as follows:

SECTION I: The Borough of Carroll Valley is hereby authorized to enter into the Addendum to the Joint Agreement for Law Enforcement Services, a copy of which is attached hereto and made a part hereof as Exhibit "A", with the Borough of Fairfield of Adams County, Pennsylvania pursuant to which the police department of the Borough of Carroll Valley will continue to perform police services and law enforcement functions within the Borough of Fairfield.

SECTION II: Pursuant to the terms and conditions of the Addendum to the Joint Agreement for Law Enforcement Services, the Borough of Fairfield shall pay to the Borough of Carroll Valley the amounts as more particularly set forth in the Addendum to the Joint Agreement for Law Enforcement Services to compensate the Borough of Carroll Valley for the furnishing of police services pursuant to the terms and conditions of said Addendum to the Joint Municipal Agreement, said payments from the Borough of Fairfield for police services rendered shall be made on or before the 15th of each calendar month throughout the duration of the Addendum.

SECTION III: The President of the Borough Council of the Borough of Carroll Valley and the Secretary of the Borough hereby authorized and directed to execute the Addendum to the Joint Agreement for Law Enforcement Services with the Borough of Fairfield on behalf of the Borough Council of the Borough of Carroll Valley.

SECTION IV: Any Ordinance or any parts of any Ordinances, conflicting with this Ordinance be and the same are repealed insofar as the same affect this Ordinance.

SECTION V: This Ordinance is entered into under the authority of the Intergovernmental Cooperation Act, 53 Pa. C.S.A. §2301, et seq.

ENACTED, ADOPTED AND ORDAINED into law this ____ day of _____, 2022.

Attest:

CARROLL VALLEY BOROUGH COUNCIL

Gayle Marthers
Borough Secretary

BY: _____
Richard Mathews
Council President

Approved this _____ day of _____, 2022

BY: _____
Ronald J. Harris, Mayor

Certificate of Adoption

I hereby certify that the foregoing Ordinance was advertised in The Gettysburg Times, a newspaper of general circulation in the municipality, on _____, 2022, and was duly enacted and approved as set forth in a regular meeting of the Borough Council of the Borough of Carroll Valley on _____, 2022.

Borough Secretary

ADDENDUM TO THE JOINT AGREEMENT FOR LAW ENFORCEMENT SERVICES

This Agreement is made this _____ day of _____, 20____ by and between Borough of Carroll Valley, a duly incorporated and existing political subdivision, with offices at 5685 Fairfield Road, Fairfield, Adams County, Pennsylvania 17320 (hereinafter "Carroll Valley"); and the Borough of Fairfield, a duly incorporated and existing political subdivision, with offices at 108 W. Main Street, Fairfield, Adams County, Pennsylvania 17320 (hereinafter "Fairfield").

Whereas, The Police Department of Carroll Valley has performed law enforcement functions within Fairfield Borough pursuant to the terms and conditions contained within the "**Joint Agreement for Law Enforcement Services**" entered into by both municipalities effective June 1, 2003; and

Whereas, it is the desire of Fairfield and Carroll Valley to extend the term of the Joint Agreement for Law Enforcement Services; and

Whereas, This Agreement is entered into under the authority of the Intergovernmental Cooperation Act of December 19, 1996, P.L. 1158, No. 177 (53 Pa.C.S.A Section 2301 et.seq); and

Whereas, following the adoption of this Amendment by Ordinance of both Fairfield Borough Council and Carroll Valley Borough Council, this Amendment to the Joint Agreement for Law Enforcement Services shall become binding and in force as to Carroll Valley and Fairfield on January 1, 2023.

Now, Therefore, with the foregoing incorporated by reference as an integral part hereof, and intending to be legally bound hereby, the parties hereto agree as follows:

1. The term of the *Joint Agreement for Law Enforcement Services* is extended for an additional five (5) years, through December 31, 2027.
2. Fairfield agrees to pay Carroll Valley for the services performed under the agreement and this Addendum is based on the following formula:
 - a. **YEAR ONE:** Year one shall be from January 1, 2023, until December 31, 2023. Fairfield agrees to pay Carroll Valley a total of \$82,600.68 annually in installments of \$6,883.39 per month, due by the first of each and every month.
 - b. **YEAR TWO:** Year two shall be January 1, 2024, through December 31, 2024. The monthly payment amount during year two shall be four percent (4%) greater than the year one monthly payment amount (\$7,158.72). The annual payment shall equal \$85,904.64. Payments will continue to be made on the first of each and every month.
 - c. **YEAR THREE:** Year three shall be January 1, 2025, through December 31, 2025. The monthly payment amount during year three shall be four percent (4%) greater than the year two monthly payment amount (\$7,445.07). The annual payment shall equal \$89,340.84. Payments will continue to be made on the first of each and every month.
 - d. **YEAR FOUR:** Year four shall be January 1, 2026, through December 31, 2026. The monthly payment amount during year four shall be four percent (4%) greater than the year three monthly payment amount (\$7,742.88). The annual payment shall equal \$92,914.56. Payments will continue to be made on the first of each and every month.
 - e. **YEAR FIVE:** Year five shall be January 1, 2027, through December 31, 2027. The monthly payment amount during year five shall be four percent (4%) greater than the year four monthly payment amount (\$8,052.59). The annual payment shall equal \$96,631.08. Payments will continue to be made on the first of each and every month.

3. Fairfield may desire to increase coverage hours during the term of this agreement. Carroll Valley agrees to provide those additional hours using the same cost basis and ratio of patrol and administration as the initial agreement, as long as Carroll Valley determines that it has the manpower and police staffing available to provide those additional hours of coverage.
4. The agreement and this addendum shall terminate upon any of the following:
 - a. Automatically at midnight on December 31, 2027
 - b. By either party at midnight on December 31 *of each year of the contract* provided, the party terminating the agreement must provide written notice of intent to terminate to the other before midnight on December 31 *of the preceding year*.
 - c. Immediately upon creation or participation by both parties in a regional police department.
 - d. In accordance with the provisions in paragraph 5 or paragraph 6 below.
5. In the event that Carroll Valley Borough receives notice from a labor organization or other representative of the police officers of Carroll Valley Borough of their intent to bargain collectively with the Borough of Carroll Valley concerning the terms and conditions of their employment, and at any time during the course of such negotiations, Carroll Valley shall have the right to reopen and renegotiate the terms of the *Joint Agreement for Law Enforcement Services*, as amended, or provide Fairfield Borough written notice that Carroll Valley intends to terminate said agreement sixty (60) days following the date of the written notice. Fairfield Borough shall have an equal right to withdraw from this agreement should Carroll Valley Borough Police Department elect to unionize its members.
6. In the event the actual costs to operate the Carroll Valley Police Department increases more than 10% from one calendar year to the next, Carroll Valley shall have the right to reopen and renegotiate the terms of the *Joint Agreement for Law Enforcement Services*, as amended, or provide Fairfield Borough written notice that Carroll Valley intends to terminate said agreement sixty (60) days following the date of the written notice. Fairfield Borough shall have an equal right to withdraw from this agreement should Carroll Valley Borough elect to reopen and renegotiate the *Joint Agreement for Law Enforcement Services*.
7. All remaining terms of the *Joint Agreement for Law Enforcement Services* shall remain in full force and effect.
8. This addendum shall be effective when adopted as an ordinance by both Fairfield Borough Council and Carroll Valley Borough Council, but no later than 12:01 A.M., January 1, 2023, and shall remain in effect until terminated pursuant to the provisions of paragraph 4 above.

BOROUGH OF CARROLL VALLEY, PENNSYLVANIA

BOROUGH OF FAIRFIELD, PENNSYLVANIA

By: _____
President of Council

By: _____
President of Council

Attest: _____
Gayle Marthers, Borough Secretary

Attest: _____
Susan E. Wagle, Borough Secretary

INTEROFFICE MEMORANDUM



TO: BOROUGH COUNCIL
FROM: DAVID A. HAZLETT, BOROUGH MANAGER
SUBJECT: RESOLUTION #7-2022
DATE: 11/10/2022
CC: FILE

Resolution #7-2022 is the required adoption associated with Act 57 of 2022 signed into law earlier this year which amends the Local Tax Collection Law to provide waivers for additional fees due to unpaid real estate taxes. These waivers only apply in certain circumstances if submitted to the tax collector within 12 months of a qualifying event. The resolution must include verbiage that requires the tax collector waive additional charges for taxpayers who have purchased a home within the previous twelve months and have not received their tax bill in the mail. This resolution must be passed prior to January 7, 2023.

Action Requested: If you agree with the verbiage of the Resolution as prepared by Solicitor, Zachary Rice; Council will need to take action to approve Resolution #7-2022.

BOROUGH OF CARROLL VALLEY
ADAMS COUNTY, PENNSYLVANIA
RESOLUTION #7-2022

A RESOLUTION OF THE BOROUGH OF THE BOROUGH OF CARROLL VALLEY, ADAMS COUNTY, PENNSYLVANIA, ESTABLISHING A PROCEDURE FOR WAIVING ADDITIONAL CHARGES ASSESSED AGAINST A TAXPAYER WHO FAILS TO PAY THEIR REAL ESTATE TAXES IN A TIMELY MANNER DUE TO FAILURE TO RECEIVE NOTICE AS REQUIRED BY ACT 57 OF 2022

WHEREAS, Section 1302 of the Borough Code (8 Pa.C.S.A § 101 *et seq.*) authorizes the Borough Council to levy taxes upon all real property within the Borough of Carrol Valley (“Borough”); and

WHEREAS, the Borough levies real estate taxes upon real property located in the Borough; and

WHEREAS, Section 5511.10 of the Local Tax Collection Law (72 P.S. § 5511.1 *et seq.*) authorizes the Borough to prescribe and penalties for untimely nonpayment of taxes levied; and

WHEREAS, Section 5511.7 of the Local Tax Collection Law requires the Borough tax collector to waive penalties assessed for the untimely nonpayment of real estate taxes when the taxpayer fails to receive a notice of the levied real estate taxes and satisfies the requirements set forth in Section 5511.7 of the Local Tax Collection Law; and

WHEREAS, the Pennsylvania Legislature has mandated that the Borough establish a procedure for the waiving of additional charges assessed against a taxpayer who fails to pay their real estate taxes in a timely manner due to a failure to receive notice.

NOW THEREFORE, BE IT RESOLVED AND ADOPTED, by the Borough Council of the Borough of Carroll Valley, Adams County, Pennsylvania, as follows:

SECTION 1. Waiver of Additional Charges. The Tax Collector for the Borough of Carroll Valley shall waive additional charges for real estate taxes beginning in the 2023 tax year if a taxpayer satisfies all of the requirements set forth in 72 P.S. § 5511.7, as amended.

SECTION 2. Effective Date. This Resolution shall be effective in the 2023 tax year.

NOW THEREFORE, BE IT RESOLVED, AND ADOPTED on this 15th day of November 2022.

ATTEST:

BOROUGH OF CARROLL VALLEY

Gayle R. Marthers, Secretary

Richard Mathews, President

APPROVED this 15th day of November 2022:

BY: _____
Ronald J. Harris
Mayor

LOCAL TAX COLLECTION LAW - EFFECT OF FAILURE TO RECEIVE TAX
NOTICE

Act of Jul. 11, 2022, P.L. 701, No. 57

Cl. 72

Session of 2022

No. 2022-57

HB 430

AN ACT

Amending the act of May 25, 1945 (P.L.1050, No.394), entitled "An act relating to the collection of taxes levied by counties, county institution districts, cities of the third class, boroughs, towns, townships, certain school districts and vocational school districts; conferring powers and imposing duties on tax collectors, courts and various officers of said political subdivisions; and prescribing penalties," further providing for effect of failure to receive tax notice.

The General Assembly of the Commonwealth of Pennsylvania hereby enacts as follows:

Section 1. Section 7 of the act of May 25, 1945 (P.L.1050, No.394), known as the Local Tax Collection Law, is amended to read:

Section 7. Effect of Failure to Receive Tax Notice.--

(a) Failure to receive notice shall not relieve any taxpayer from the payment of any taxes imposed by any taxing district, and such taxpayer shall be charged with his taxes as though he had received notice.

(b) (1) Notwithstanding any other provision of law, a taxing district shall, within ninety days of the effective date of this subsection, by ordinance or resolution, require a tax collector to waive additional charges for real estate taxes beginning in the first tax year after the effective date of this subsection, if the taxpayer does all of the following:

(i) provides a waiver request of additional charges to the tax collector in possession of the claim within twelve months of a qualifying event;

(ii) attests that a notice was not received;

(iii) provides the tax collector in possession of the claim with one of the following:

(A) a copy of the deed showing the date of real property transfer; or

(B) a copy of the title following the acquisition of a mobile or manufactured home subject to taxation as real estate

showing the date of issuance or a copy of an executed lease agreement between the owner of a mobile or manufactured home and the owner of a parcel of land on which the mobile or manufactured home will be situated showing the date the lease commences; and

(iv) pays the face value amount of the tax notice for the real estate tax with the waiver request.

(2) The Department of Community and Economic Development shall develop and make available to each taxing district a form by which a taxpayer may request a waiver of additional charges under this section, which shall include a space for attestation by the taxpayer.

(3) A taxpayer granted a waiver and paying real estate tax as provided in this subsection shall not be subject to an action at law or in equity for an additional charge, and any claim existing or lien filed for an additional charge shall be deemed satisfied.

(4) A tax collector that accepts a waiver and payment in good faith in accordance with this subsection shall not be personally liable for any amount due or arising from the real estate tax that is the subject in the waiver.

(5) As used in this section, the following words and phrases shall have the meanings given to them in this subsection unless the context clearly indicates otherwise:

The term "additional charge" shall mean any interest, fee, penalty or charge accruing to and in excess of the face amount of the real estate tax as provided in the real estate tax notice.

The term "qualifying event" shall mean:

(i) For purposes of real property, the date of transfer of ownership.

(ii) For purposes of manufactured or mobile homes, the date of transfer of ownership or the date a lease agreement commences for the original location or relocation of a mobile or manufactured home on a parcel of land not owned by the owner of the mobile or manufactured home. The term does not include the renewal of a lease for the same location.

The term "tax collector" shall mean a tax collector as defined in section 2, a delinquent tax collector as provided in section 26.1, the tax claim bureau or an alternative collector of taxes as provided in the act of July 7, 1947 (P.L.1368, No.542), known as the "Real Estate Tax Sale Law," an employee, agent or assignee authorized to collect the tax, a purchaser of claim for the tax or any other person authorized by law or contract to secure collection of, or take any action at law or in equity against, the person or property of the taxpayer for

the real estate tax or amounts, liens or claims derived from the real estate tax.

Section 2. This act shall take effect in 90 days.

APPROVED--The 11th day of July, A.D. 2022.

TOM WOLF



REQUEST FOR WAIVER OF ADDITIONAL CHARGES REAL ESTATE TAXES

This request for a waiver of additional charges for real estate taxes pursuant to Act 57 of 2022 must be presented to the Tax Collector.

This waiver request must be signed and dated by the taxpayer.

No waiver will be granted unless all five items below are checked off, all required supporting documents are attached, and full payment of the face value amount of the tax is attached.

TAX YEAR:

1. NAME:		2. TAX PARCEL NO.:	
3. ADDRESS:			
4. CITY:		5. STATE:	6. ZIP CODE:
7. PHONE NUMBER:		8. EMAIL:	
9. PROPERTY LOCATION:			

CONDITIONS FOR WAIVER – ALL FIVE ITEMS MUST BE CHECKED

- 1. I did not receive written notice of real estate taxes imposed by the following taxing district:
 - County: _____
 - Municipality: _____
 - School District: _____
- 2. I am requesting a waiver of "additional charges," defined as any interest, fees, penalties, or charges accruing to, and in excess of, the face amount of the real estate tax as provided in the real estate tax notice.
- 3. I am filing this waiver request within twelve months of one of the following "qualifying events": (1) for purposes of real property, the date of transfer of ownership from the prior owner to me, or (2) for purposes of manufactured or mobile homes, either the date of transfer of ownership from the prior owner to me or the date a lease agreement commences for the original location or relocation of my mobile or manufactured home on a parcel of land not owned by me. The term "qualifying event" does not include the renewal of a lease for the same location.
- 4. I am attaching a true and complete copy of one of the following: (1) the deed showing the date of the transfer of real property from the prior owner to me, (2) the title following my acquisition of a mobile or manufactured home subject to taxation as real estate showing the date of issuance, or (3) an executed lease agreement between me and the owner of a parcel of land on which my mobile or manufactured home will be situated showing the date the lease commences.
- 5. I am attaching full payment of the face value amount of the real estate tax on the tax notice without the additional charges.

I DECLARE UNDER PENALTY OF PERJURY AS MORE FULLY SET FORTH IN 18 PA. C.S. § 4904 THAT I HAVE NOT RECEIVED MY TAX NOTICE AND THAT THE INFORMATION STATED ON AND ATTACHED TO THIS FORM IS TRUE AND CORRECT:

Signature _____

Date _____

FOR TAX COLLECTOR USE ONLY

Real Estate Tax due with penalty:	County:	Municipal:	Total:	School:
Real Estate Tax paid with waiver request:	County:	Municipal:	Total:	School:
Penalty/Fees waived:	County:	Municipal:	School:	

INTEROFFICE MEMORANDUM



TO: BOROUGH COUNCIL
FROM: DAVID A. HAZLETT, BOROUGH MANAGER
SUBJECT: RESOLUTION #8-2022
DATE: 11/10/2022
CC: FILE

Resolution #8-2022 is required in order to make application to the Pennsylvania Infrastructure Investment Authority (PENNVEST) for financial support for the Upgrade to the Wastewater Treatment Plant. Attached as well is the Letter of Responsibility that requires approval and signature.

Action Requested: Authorize the execution of Resolution #8-2022 by Borough Staff and Officials and the signing of the Letter of Responsibility.

BOROUGH OF CARROLL VALLEY
ADAMS COUNTY, PENNSYLVANIA
RESOLUTION #8-2022

A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF CARROLL VALLEY, ADAMS COUNTY, PENNSYLVANIA, EXPRESSING ITS SUPPORT FOR THE CARROLL VALLEY WWTP UPGRADE PROJECT, AND AUTHORIZING THE PREPARATION AND SUBMISSION OF AN ASSOCIATED GRANT FUNDING REQUEST FROM THE PENNSYLVANIA INFRASTRUCTURE INVESTMENT AUTHORITY, AS THE APPLICANT.

WITNESSETH

WHEREAS, the Borough of Carroll Valley, Adams County, Pennsylvania (the "Borough") desires to advance the Carroll Valley WWTP Upgrade Project (the "Project") which has a total estimated cost of Five Million Eight Hundred Twenty-Seven Thousand Two Hundred Sixty-Four Dollars (\$5,827,264.00); and

WHEREAS, the Borough has determined that implementing the Project will benefit the greater community and wishes to advance this Project; and;

WHEREAS, the Borough has obtained an H2O PA grant of Seven Hundred Thousand Dollars (\$700,000.00) to be used toward the Project; and

WHEREAS, The Borough is seeking Five Million One Hundred Twenty Seven Thousand Two Hundred Sixty Four Dollars (\$5,127,264.00) from the Pennsylvania Infrastructure Investment Authority (hereinafter, "PENNVEST") for the purpose of carrying out this Project; and

WHEREAS, the PENNVEST program requires a resolution formally requesting the PENNVEST funding, defining the project, designating officials to execute all documents, and identifying the grant amount requested.

NOW THEREFORE BE IT RESOLVED, by the Council of the Borough of Carroll Valley, as follows:

1. The above recitals are incorporated herein by reference.
2. The Borough hereby supports the Project and authorizes the preparation and submission of a PENNVEST application for the Project, whereby the Borough will serve as the Grantee.
3. The Borough hereby requests a PENNVEST application in the amount of Five Million One Hundred Twenty-Seven Thousand Two Hundred Sixty-Four Dollars (\$5,127,264.00) from the PENNVEST program to be used towards advancing the Project.
4. The Borough hereby designates the Borough Council President and Borough Manager as officials authorized to execute all documents and agreements between the Borough, PENNVEST, and any other financial contributors to facilitate and assist in obtaining the requested funding.

5. The provisions of this resolution shall be severable, and if any of its provisions shall be held unconstitutional, illegal or invalid, such unconstitutionality, illegality, or invalidity shall not affect the validity of any of the remaining provisions of this resolution.
6. This resolution shall be effective immediately upon adoption.
7. All other resolutions or parts of resolutions inconsistent herewith are hereby repealed.

DULY RESOLVED by the Borough Council of the Borough of Carroll Valley this 15th day of November 2022.

ATTEST:

CARROLL VALLEY BOROUGH COUNCIL

Richard H. Mathews, Council President

Gayle Marthers, Borough Secretary

David A. Hazlett, Borough Manager

CERTIFICATION

I, _____, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Council for the Borough of Carroll Valley at a meeting held November 15, 2022.

Gayle Marthers, Borough Secretary



The Borough of Carroll Valley

5685 Fairfield Road, Carroll Valley, PA 17320

(717) 642-8269 tel

(717) 642-6717 fax

www.carrollvalley.org

LETTER OF RESPONSIBILITY

Pennsylvania Infrastructure Investment Authority
22 South Third Street
Harrisburg, Pennsylvania 17101

RE: Application for Financial Assistance (“Application”) in the amount of \$5,127,264 from the Pennsylvania Infrastructure Investment Authority (“Authority”) to the Borough of Carroll Valley (“Applicant”) for the improvement for collection and treatment of sewage system in Carroll Valley Borough, Adams County, Commonwealth of Pennsylvania (“Project”).

Executive Director:

In connection with the above captioned loan application, please be advised that Applicant certifies the following:

A. That the filing of this application and subsequent incurring of debt in the amount of \$5,127,264.00, was duly authorized in a resolution (copy attached) approved by its Borough Council that the Resolution #8-2022 is in the same or similar form and contains all the material elements that need to be provided to the Applicant by the Authority.

B. That the statements and representations made in the foregoing application and all exhibits and documents submitted in connection therewith are true and correct to the best information and belief of the Applicant, and that they are submitted by the Applicant to form the basis of the Application.

C. The Project, when completed, will work to improve the overall collection and treatment of sewage in the Commonwealth of Pennsylvania.

D. With respect to the establishment of the Project, construction and/or acquisitions of any portion of the Project has not commenced and will not commence prior to the approval of the Application by the Authority.

E. The Applicant has not been cited by any governmental agency for causing pollution in the Commonwealth and the Project has been designed so as not to cause pollution in violation of existing standards.

F. The Applicant does not have any outstanding loans from the Water Facilities Loan board or the Authority that are delinquent.

G. There are no encumbrances, pledges, or liens against the revenues generated or to be generated from the operation of the Project.

H. The Applicant will take the necessary actions, pursuant to all applicable laws and regulations, to execute all documents required by the Authority if financial assistance is approved by the Authority and accepted by the Applicant.

I. The Applicant will, should the Loan be offered by the Authority and accepted by the Applicant, execute a General Obligation Note.

J. The Applicant will execute all documents required by the Authority to consummate the Loan in conformity with the procedures prescribed by law.

K. The Municipality in which the Project is located is in the County of Adams.

L. The Applicant has retained a public accountant who has prepared a financial statement of the current and projected financial status of the applicant of which both the form and content is acceptable to the Authority.

M. The Applicant can repay the Loan from existing and reasonably anticipated project revenues.

N. The Applicant has retained counsel to represent it in connection with the application and to prepare or assist applicant in preparing any and all documents required by the Authority who has been engaged to render an opinion to the Authority regarding the ability of the Applicant to enter into the loan agreements and related documents required for the loan from the Authority.

O. The Applicant will, in every project undertaken with the use of proceeds from this or other loans from the Authority, comply with the Steel Products Procurement Act, Act of March 3, 1978 (P.L. 6, No. 3) 73 P.S. Section 1881 et. Seq.

P. The Applicant shall not discriminate against any employee or against any applicant for employment because of race, religion, color, national origin sex or age. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

Q. The Applicant certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the Federal Government and shall require the same certification from any contractors providing services in connection with the Project.

R. The Authority has the right to require the Applicant to terminate any contract with a contractor that becomes suspended or debarred by the Commonwealth or the Federal Government during the construction period of the project.

S. The Applicant agrees that it shall be responsible for necessary and reasonable costs and expenses incurred by the Office of Inspector General relating to an investigation of the Applicants/Contractor's compliance, which results in the suspension or debarment of the Applicant/Contractor.

T. The Applicant agrees that it shall execute any and all certifications required by the Authority under any Contractor Integrity Provisions and shall require all contractors to execute the same certifications.

U. The Applicant shall provide evidence that it has complied with all conditions of the Water Pollution Control Act, the Water Quality Act of 1987, 40 CFR Part 32, Drug-Free Workplace Requirements and other related federal and state acts, as applicable.

The foregoing certification is based on facts obtained through a diligent investigation of all pertinent matters and information attendant to the project.

[PROPRIETORSHIP OR PARTNERSHIP ONLY]

Very truly yours,

WITNESS:

APPLICANT:

Authorized Signature

Date: _____

[MUNICIPALITIES, MUNICIPAL AUTHORITIES, OR CORPORATION ONLY]

ATTEST:

APPLICANT:

Secretary

President

(SEAL)

Date: _____

MAYOR'S REPORT



October 2022 Police Report



by
Chief Clifford J. Weikert
Carroll Valley Borough Police

Special News / Achievements:

The Carroll Valley Civil Service Commission conducted its written exam and 2 candidates have passed and will move on to the oral examinations.



Special Events:

- Adams County Commissioners invited Chief Hileman (Ret.) to attend their Commissioners' Meeting on November 16th at 9AM to acknowledge the proclamation of 'Chief Richard L Hileman II Day' in Adams County. This is the first time a police officer has been recognized by this honor. Commissioners stated they wanted to acknowledge Chief Hileman's contributions to criminal justice causes affecting the entire county including being a leading voice and integral part of the Adams County 911 Radio Steering Committee, as well as for his work on a number of grants which include obtaining nearly \$200,000 in Federal funding to equip all of the law enforcement agencies in the county with an electronic citation solution saving police departments and the court on considerable manpower. This meeting is open to the public. (Photo courtesy of Rep Dan Moul; Chief Hileman receiving a Pennsylvania House of Representative Citation for his years of service.)
- On October 29th the Carroll Valley Police Department Cumberland Twp Police, Carroll Valley Constable's Office and Liberty Twp Police, in cooperation with the US Drug Enforcement Agency and Collaborating for Youth, joined to host the 19th opportunity in 9 years to removing from their homes more than 140 pounds potentially dangerous, expired, unused, and unwanted prescription drugs.



National Prescription Drug Take Back Day

Crime Data:

Key to reading the following page:

1. At the top left, you see overall statistics for the month. Total offenses and clearance rate refer to Group "A" offenses. Arrests refer to Group "A" and Group "B". This data is only for Carroll Valley Borough.
2. It also includes crime rates and arrest rates, however this calculation is not yet functioning on the PA State Police system, so they display as -0-. When working correctly, they will report in the national standard of per 100,000 population. As such, when it does calculate, it shows the rate as if the Carroll Valley population was 100,000. By doing this, it makes the rate comparable regardless of the size of the jurisdiction.
3. The column below on the left shows all Group "A" offenses. Offenses can be generally cleared by:
 - a. Arrest (by charging someone with the crime).
 - b. Victim Refused Prosecution = Prosecution limited by victim, or;
 - c. Exceptional Clearance = Charges could be filed but for cause are not.
4. In the center, NIBRS adds additional categories, and you can see how they compare year over year for the month reported.
5. On the right column, you first see a list of arrests for Group "A" offenses, divided into adults and juveniles.
6. At the bottom of the right column, Group "B" arrests are listed. As a major change in NIBRS reporting, Group "B" offenses are only listed when an arrest occurs. Unsolved Group "B" offenses are no longer reported.
7. Each NIBRS offense belongs to one of three categories: Crimes Against Persons, Crimes Against Property, and Crimes Against Society. Crimes Against Persons, e.g., murder, rape, and assault, are those whose victims are always individuals. The object of Crimes Against Property, e.g., robbery, bribery, and burglary, is to obtain money, property, or some other benefit. Crimes Against Society, e.g., gambling, prostitution, and drug violations, represent society's prohibition against engaging in certain types of activity; they are typically victimless crimes in which property is not the object.



Offense and Arrest Summary Report

Printed On: 11/08/2022

Beginning Date: 10/01/2022

Ending Date: 10/31/2022

Page 1 of 1

Agency: All

Municipality: Carroll Valley Borough

Total Offenses 2 Clearance Rate 100%
 % change from last year -50% Last years rate 0

Total Arrests 2 Hate Crime Offenses 0
 % change from last year 0 Law Officers Assaulted 0

Group A Crime Rate per 0.00 Summary based reporting
 100,000 Population : Crime Rate per 100,000
 Population :

Arrest Rate per 0.00
 Population :

Offense Reporting

Group "A"	Offenses Reported	Offenses Cleared	Offenses Reported Last Year
Murder			
Negligent Manslaughter			
Justifiable Homicide			
Rape			
Robbery			
Aggravated Assault			
Burglary			
Larceny	1	1	1
Motor Vehicle Theft			
Arson			
Simple Assault	1	1	
Intimidation			1
Bribery			
Counterfeiting/Forgery			
Vandalism			
Drug/Narcotic Violations			
Drug Equipment Violations			
Embezzlement			
Extortion/Blackmail			
Fraud			2
Gambling			
Kidnapping			
Pornography			
Prostitution			
Sodomy			
Sexual Assault w/Object			
Fondling			
Incest			
Statutory Rape			
Stolen Property			
Weapons Law Violations			
Human Trafficking, Commercial Sex Acts			
Human Trafficking, Involuntary Servitude			
Animal Cruelty			
Total Group "A"	2	2	4

Crime Against Person

1 - This year
 1 - Last year
 0% - Percent Change

Crime Against Property

1 - This year
 3 - Last year
 -66.67% - Percent Change

Crime Against Society

- This year
 - Last year
 0 - Percent Change

Arrest Reporting

Group "A"	Adult	Juvenile	Unknown	Total Arrests	Arrests Reported Last Year
Murder	0	0	0	0	0
Negligent Manslaughter	0	0	0	0	0
Justifiable Homicide	0	0	0	0	0
Rape	0	0	0	0	0
Robbery	0	0	0	0	0
Aggravated Assault	0	0	0	0	0
Burglary	0	0	0	0	0
Larceny	1	0	0	1	0
Motor Vehicle Theft	0	0	0	0	0
Arson	0	0	0	0	0
Simple Assault	1	0	0	1	0
Intimidation	0	0	0	0	0
Bribery	0	0	0	0	0
Counterfeiting/Forgery	0	0	0	0	0
Vandalism	0	0	0	0	0
Drug/Narcotic Violations	0	0	0	0	0
Drug Equipment Violations	0	0	0	0	0
Embezzlement	0	0	0	0	0
Extortion/Blackmail	0	0	0	0	0
Fraud	0	0	0	0	0
Gambling	0	0	0	0	0
Kidnapping	0	0	0	0	0
Pornography	0	0	0	0	0
Prostitution	0	0	0	0	0
Sodomy	0	0	0	0	0
Sexual Assault w/Object	0	0	0	0	0
Fondling	0	0	0	0	0
Incest	0	0	0	0	0
Statutory Rape	0	0	0	0	0
Stolen Property	0	0	0	0	0
Weapons Law Violations	0	0	0	0	0
Human Trafficking, Commercial Sex Acts	0	0	0	0	0
Human Trafficking, Involuntary Servitude	0	0	0	0	0
Animal Cruelty	0	0	0	0	0
Total Group A Arrests	2	0	0	2	0
Group "B" Arrests					
Bad Checks	0	0	0	0	0
Curfew/Vagrancy	0	0	0	0	0
Disorderly Conduct	0	0	0	0	0
DUI	0	0	0	0	0
Drunkness	0	0	0	0	0
Family Offenses-nonviolent	0	0	0	0	0
Liquor Law Violations	0	0	0	0	0
Peeping Tom	0	0	0	0	0
Runaways	0	0	0	0	0
Trespass	0	0	0	0	0
All Other Offenses	0	0	0	0	0
Total Group B Arrests	0	0	0	0	0
Total Arrests	2	0	0	2	0

Population: 1

Note: Last years figures are provided for comparison purposes only

Calls for Service:

Carroll Valley Calls for Service Month	Total	Carroll Valley Calls for Service YTD	Total
ANIMAL COMPLAINT	2	ALARM	30
ASSIST - FIRE/EMS	10	ANIMAL COMPLAINT	25
ASSIST - OTHER POLICE	5	ASSIST - FIRE/EMS	91
DISTURBANCE/NOISE	3	ASSIST - OTHER POLICE	29
DOMESTIC DISTURBANCE	3	BURGLARY	2
MENTAL HEALTH / WELFARE	5	CHILD WELFARE	6
MISC CALL FOR SERVICE	9	CRIMINAL MISCHIEF	3
THEFT	2	DISTURBANCE/NOISE	24
TRAFFIC COMPLAINT	1	DOMESTIC DISTURBANCE	60
VEHICLE CRASH	4	DRIVING UNDER THE INFLUENCE	3
VEHICLE STOP	28	DRUG ACTIVITY	1
Z COURT / JUSTICE	2	FRAUD	12
Z FOLLOW-UP	14	MENTAL HEALTH / WELFARE	46
ALARM	1	MISC CALL FOR SERVICE	99
DRIVING UNDER THE INFLUENCE	1	MISSING/LOST PERSON	1
Grand Total	90	SEX OFFENSE	3
		SUSPICIOUS ACTIVITY	34
		THEFT	32
		THREATS / HARRASSMENT / STALKING	12
		TRAFFIC COMPLAINT	68
		TRESPASS	8
		VEHICLE CRASH	25
		VEHICLE STOP	118
		Z COURT / JUSTICE	14
		Z FOLLOW-UP	91
		Grand Total	837

Traffic Enforcement:

- Officers conducted vehicle stops and handled crashes this month as listed above. Together these resulted in the following citations, faulty equipment notices, and warnings.



Citation, Faulty Equipment, Warning	Count:
3309 (Title 75) - Driving on roadways laned for traffic	1
3310 (Title 75) - Following too closely	1
3323 (Title 75) - Stop signs and yield signs	1
3362 (Title 75) - Maximum speed limits	15
4303 (Title 75) - General lighting requirements	2
6502 (Title 75) - Summary offenses	1
Grand Total	21

Miscellaneous:

Calls for Service	October 2021	October 2022	YTD 2021	YTD 2022
Calls from Public	77	60	987	699
Officer initiated	34	30	436	138
Total CV Calls	111	90	1423	837

Vehicle Mileage			
	Starting	Ending	Total
2017 Dodge Charger Unmarked	21,354	21,608	254
2017 Dodge Charger Marked	67,702	67,778	76
2014 Dodge Charger Unmarked	95,166	96,603	1,437
2014 Dodge Charger Marked	88,178	90,017	1,839
2010 Ford Exp Marked	83,062	83,062	0
	Total		3,606



October 2022 Fairfield Police Report Supplement



by
Chief Clifford J. Weikert
Carroll Valley Borough Police

Calls for Service:

This data represents all calls for service we receive from the Adams County Department of Emergency Services which accounts for most of our calls. It also includes officer-initiated calls, like traffic stops and follow ups as well as complaints received on station or by other means.

Fairfield Calls for Service Month	Total	Fairfield Calls for Service YTD	Total
ANIMAL COMPLAINT	1	ALARM	6
DISTURBANCE/NOISE	3	ANIMAL COMPLAINT	4
DOMESTIC DISTURBANCE	2	ASSAULT	2
DRUG ACTIVITY	1	ASSIST - FIRE/EMS	32
MISC CALL FOR SERVICE	1	ASSIST - OTHER POLICE	1
SUSPICIOUS ACTIVITY	1	CHILD WELFARE	1
THREATS / HARRASSMENT / STALKING	1	CRIMINAL MISCHIEF	7
TRAFFIC COMPLAINT	1	DISTURBANCE/NOISE	10
TRESPASS	1	DOMESTIC DISTURBANCE	8
VEHICLE CRASH	1	DRUG ACTIVITY	1
VEHICLE STOP	3	FRAUD	1
Z FOLLOW-UP	1	MENTAL HEALTH / WELFARE	8
Grand Total	17	MISC CALL FOR SERVICE	18
		MISSING/LOST PERSON	2
		SUSPICIOUS ACTIVITY	7
		THEFT	2
		THREATS / HARRASSMENT / STALKING	14
		TRAFFIC COMPLAINT	9
		TRESPASS	2
		VEHICLE CRASH	6
		VEHICLE STOP	82
		Z FOLLOW-UP	24
		Grand Total	247

Citations:

We issued the following citations, faulty equipment, and warning cards in Fairfield Borough:

Citation, Faulty Equipment, Warning	Count :
1543 (Title 75) - Driving while operating privilege is suspended or revoked	1
Grand Total	1



Offense and Arrest Summary Report

Printed On: 11/08/2022

Beginning Date: 10/01/2022

Ending Date: 10/31/2022

Page 1 of 1

Agency: All

Municipality: Fairfield Borough

Total Offenses Clearance Rate 0
 % change from last year 0 Last years rate 0

Total Arrests 0 **Hate Crime Offenses** 0
 % change from last year 0 **Law Officers Assaulted** 0

Group A Crime Rate per 100,000 Population : 0.00 **Summary based reporting Crime Rate per 100,000 Population :** 0.00

Arrest Rate per 100,000 Population : 0.00

Offense Reporting

Group "A"	Offenses Reported	Offenses Cleared	Offenses Reported Last Year
Murder			
Negligent Manslaughter			
Justifiable Homicide			
Rape			
Robbery			
Aggravated Assault			
Burglary			
Larceny			
Motor Vehicle Theft			
Arson			
Simple Assault			
Intimidation			
Bribery			
Counterfeiting/Forgery			
Vandalism			
Drug/Narcotic Violations			
Drug Equipment Violations			
Embezzlement			
Extortion/Blackmail			
Fraud			
Gambling			
Kidnapping			
Pornography			
Prostitution			
Sodomy			
Sexual Assault w/Object			
Fondling			
Incest			
Statutory Rape			
Stolen Property			
Weapons Law Violations			
Human Trafficking, Commercial Sex Acts			
Human Trafficking, Involuntary Servitude			
Animal Cruelty			
Total Group "A"			

Crime Against Person

- This year
 - Last year
 0 - Percent Change

Crime Against Property

- This year
 - Last year
 0 - Percent Change

Crime Against Society

- This year
 - Last year
 0 - Percent Change

Arrest Reporting

Group "A"	Adult	Juvenile	Unknown	Total Arrests	Arrests Reported Last Year
Murder	0	0	0	0	0
Negligent Manslaughter	0	0	0	0	0
Justifiable Homicide	0	0	0	0	0
Rape	0	0	0	0	0
Robbery	0	0	0	0	0
Aggravated Assault	0	0	0	0	0
Burglary	0	0	0	0	0
Larceny	0	0	0	0	0
Motor Vehicle Theft	0	0	0	0	0
Arson	0	0	0	0	0
Simple Assault	0	0	0	0	0
Intimidation	0	0	0	0	0
Bribery	0	0	0	0	0
Counterfeiting/Forgery	0	0	0	0	0
Vandalism	0	0	0	0	0
Drug/Narcotic Violations	0	0	0	0	0
Drug Equipment Violations	0	0	0	0	0
Embezzlement	0	0	0	0	0
Extortion/Blackmail	0	0	0	0	0
Fraud	0	0	0	0	0
Gambling	0	0	0	0	0
Kidnapping	0	0	0	0	0
Pornography	0	0	0	0	0
Prostitution	0	0	0	0	0
Sodomy	0	0	0	0	0
Sexual Assault w/Object	0	0	0	0	0
Fondling	0	0	0	0	0
Incest	0	0	0	0	0
Statutory Rape	0	0	0	0	0
Stolen Property	0	0	0	0	0
Weapons Law Violations	0	0	0	0	0
Human Trafficking, Commercial Sex Acts	0	0	0	0	0
Human Trafficking, Involuntary Servitude	0	0	0	0	0
Animal Cruelty	0	0	0	0	0
Total Group A Arrests	0	0	0	0	0
Group "B" Arrests					
Bad Checks	0	0	0	0	0
Curfew/Vagrancy	0	0	0	0	0
Disorderly Conduct	0	0	0	0	0
DUI	0	0	0	0	0
Drunkenness	0	0	0	0	0
Family Offenses-nonviolent	0	0	0	0	0
Liquor Law Violations	0	0	0	0	0
Peeping Tom	0	0	0	0	0
Runaways	0	0	0	0	0
Trespass	0	0	0	0	0
All Other Offenses	0	0	0	0	0
Total Group B Arrests	0	0	0	0	0
Total Arrests	0	0	0	0	0

Population: 1

Note: Last years figures are provided for comparison purposes only.

FIRE/EMS/EMA REPORT

FAIRFIELD FIRE & EMS

Fire Report –October, 2022

Calls for the Month – 32
Year to Date Total - 214

<u>Nature of Call(s)</u>		<u>Location of Call(s)</u>	
Fire Police -	09	Carroll Valley Borough	09
Fire – Structure	02	Fairfield Borough	01
Medical Assist	12	Franklin Township	04
Wires		Freedom Township	
Automatic Fire Alarm	02	Hamiltonban Township	07
Wildland Fire		Highland Township	03
Motor Vehicle Accident	03	Liberty Township	05
Vehicle Fire	01		
Landing Zone			
Transfer			
CO Alarm	01	Other:	
Outside Investigation	01		
Inside Gas Leak	01	Frederick Co., MD - Emmitsburg	01
		Franklin County Washington Township	02

FOUNTAINDALE VOLUNTEER FIRE DEPARTMENT

**1340 OLD WAYNESBORO ROAD
FAIRFIELD, PA 17320**



October 12, 2022

Carroll Valley Borough Council
5685 Fairfield Road
Fairfield, PA 17320

Dear Borough Council,

On behalf of the Fountain Dale Volunteer Fire Department, we would like to thank you for your continued support of our Department.

We would like to ask now for your financial assistance for capital replacement funds to assist with the purchase of a replacement engine tanker for our present 21-year old truck. This truck has served us and the community well but it is time for replacement. We have begun getting specifications for a new engine tanker to replace it with. The new truck will carry 2,500 gallons of water as opposed to our present truck which carries 1,800 gallons. This will enable us to provide better fire protection for all of our service area.

This will be a large capital expense for our department. Present pricing for this apparatus is between \$750,000 and \$800,000. This truck will be ordered in 2023. While this is a large undertaking, we feel it is necessary to provide this improved service to our community. This truck will also have more safety features for our volunteer firefighters

We are asking council for your consideration in helping to fund this capital project. If council has any ARPA funds or other funding available for this project we would greatly appreciate it. We know we will have to borrow some funding for this and with increasing interest rates any less money we would have to borrow would help. The price of apparatus is increasing almost 10 percent a year, and we would like to get an agreement to purchase this truck with a manufacturer in the near future.

Again, thank you for your previous support and hope you can help us with this major capital purchase.

David M. Martin

A handwritten signature in black ink that reads 'David M. Martin'.

Fire Chief

FOUNTAINDALE VOLUNTEER FIRE DEPARTMENT

**1340 OLD WAYNESBORO ROAD
FAIRFIELD, PA 17320**



MONTHLY FIRE REPORT FOR OCTOBER 2022

Breakdown of calls by type:

Combine Fire.....	1
Medical Assist.....	1
Vehicle Accidents.....	3
Public Service.....	2
<u>Good Intent.....</u>	<u>5</u>
TOTAL	12

Notes: 130 calls for the year.



David Martin
Fire Chief

cc: Carroll Valley Borough
Hamiltonban Township
Liberty Township

Fountain Dale Volunteer Fire Department



This report was generated on 11/2/2022 4:13:31 PM

Incident Type and Street Name for Date Range

Incident Status: Reviewed | Start Date: 10/01/2022 | End Date: 10/31/2022

Incident Date	Address	Incident Type
10/01/2022	Pennersville Road, Blue Ridge Summit, PA 17214	Public service assistance, other
10/02/2022	Charmian Road, Blue Ridge Summit, PA 17214	Public service assistance, other
10/04/2022	Water Company Road, District 7 (Smithsburg)(Election District), MD 21783	Dispatched & cancelled en route
10/11/2022	Waynesboro Pike, Fairfield, PA 17320	Motor vehicle accident with no injuries.
10/12/2022	Washington Township Blvd., Waynesboro, PA 17268	Outside equipment fire
10/13/2022	Washington Springs Winery, Smithsburg, MD 21783	Dispatched & cancelled en route
10/15/2022	Old Sabillasville Road, Sabillasville, MD 21780	Medical assist, assist EMS crew
10/16/2022	Waynesboro Pike, Fairfield, PA 17320	Motor vehicle accident with injuries
10/18/2022	Buchanan Trail East, Blue Ridge Summit, PA 17214	Motor vehicle accident with injuries
10/22/2022	Cullen Drive, Sabillasville, MD 21780	Dispatched & cancelled en route
10/25/2022	Buchanan Trail East, Waynesboro, PA 17268	Dispatched & cancelled en route
10/29/2022	Skunk Hollow Road, Sabillasville, MD 21780	Dispatched & cancelled en route

Lists the Incident Date, Street Name (including City, State, Zip), and Incident Type of incidents occurring within the given Date Range. Only Reviewed incidents are included.



emergencyreporting.com

FOUNTAIN DALE VOLUNTEER FIRE DEPT
2022 BY MONTH
CALLS PER MUNICIPALITY

TOWNSHIP	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
HAMILTONBAN TOWNSHIP	2	2	1	0	3	3	2	1	0	0			14
LIBERTY TOWNSHIP	1	2	2	0	0	0	1	1	1	3			11
MONT ALTO BORO	0	0	0	0	0	0	0	0	0	0			0
WASHINGTON TOWNSHIP	3	5	3	2	2	3	3	4	3	4			32
CARROLL VALLEY BOROUGH	0	2	4	1	2	1	0	1	2	0			13
BOROUGH OF WAYNESBORO	1	1	0	2	0	0	1	0	1	0			6
FREDERICK COUNTY	5	1	8	0	2	4	3	2	4	3			32
WASHINGTON COUNTY	2	0	1	0	1	2	1	1	0	2			10
QUINCY TOWNSHIP	2	0	2	1	0	0	1	0	0	0			6
CUMBERLAND TOWNSHIP	0	0	0	0	0	0	0	0	0	0			0
GUILFORD TOWNSHIP	0	0	0	0	0	0	0	1	0	0			1
FAIRFIELD BOROUGH	1	0	0	0	0	1	1	0	0	0			3
FREEDOM TOWNSHIP	0	0	0	0	0	0	0	0	0	0			0
ANTRIM TOWNSHIP	0	0	0	0	0	0	0	0	0	0			0
FRANKLIN TOWNSHIP	0	0	1	0	0	0	0	0	0	0			1
STRABAN TOWNSHIP	1	0	0	0	0	0	0	0	0	0			1
TOTAL	18	13	22	6	10	14	13	11	11	12			130

Fountain Dale Volunteer Fire Department

This report was generated on 11/2/2022 4:16:32 PM

Incident Type Count per Station for Date Range

Start Date: 10/01/2022 | End Date: 10/31/2022

	INCIDENT TYPE	# INCIDENTS
Station: <input type="checkbox"/>		
	162 - Outside equipment fire	1
	311 - Medical assist, assist EMS crew	1
	322 - Motor vehicle accident with injuries	2
	324 - Motor vehicle accident with no injuries.	1
	550 - Public service assistance, other	2
	611 - Dispatched & cancelled en route	5
	# Incidents for :	12

Only REVIEWED incidents included.



emergencyreporting.com
Doc Id: 857

COMMITTEE REPORTS



Carroll Valley Borough Office
5685 Fairfield Road
Carroll Valley, PA 17320
(717) 642-8269

Date 11/2/22

Committee Application

Please Note: You may include any additional information as you feel may be necessary to understand your qualifications. Use the back of this form, or attach additional sheets as needed.

Contact Information

Name Timothy R. Ayers Home Phone 240-674-0650
 Address 6 Janet Trail Work Phone _____
 City, State, Zip Fairfield, Pa 17320 email timothy_ayers@comcast.net

Committee Interest

Check which committee(s) you are interested in joining. If you would rather be appointed to any committee where a vacancy exists, please check the "Any Committee" box.

- | | | |
|--|--|--|
| <input type="checkbox"/> Any Committee | <input checked="" type="checkbox"/> Civil Service Commission | <input type="checkbox"/> Vacancy Board |
| <input type="checkbox"/> Finance Committee | <input type="checkbox"/> Sewer & Water Authority | <input type="checkbox"/> Parks & Recreation & Environmental Advisory Council |
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Zoning Hearing Board | |
| <input type="checkbox"/> Public Safety Committee | <input type="checkbox"/> Tree Board | |

Background Information

Are you currently employed? Yes No Retired If Yes, Occupation/Employer _____

Check times you can attend a meeting:

- Morning Meetings (9:00 am to 12:00 pm)
 Afternoon Meetings (12:00 pm to 4:00 pm)
 Evening Meetings (7:00 pm to 9:00 pm)

Check which day(s) you can attend a meeting:

- Monday Wednesday
 Tuesday Thursday

How many years have you lived in Carroll Valley? _____ Highest Level of Education Attained: BS-Criminal Justice

Are you now, or have you ever, served on any Committee, Commission, Authorities or Boards? If so, which ones and when?

Board Director on a Fire Dept. in Frederick and the Frederick County Fire Rescue Museum

Why do you want to serve?

To assist the borough in the operation of the Police Department.

What skills, strengths, or abilities do you believe you will add to the committee, commission, authority or board?

21 years as a Police Officer, Frederick PD and Thurmont PD
 11 years armed Security Officer at NETC, Emmitsburg, MD
 25 years part time firefighter with Frederick County.
 39 years volunteer at Citizens Truck Company #4. Frederick County fire station in Frederick City.

Reference (Please Include one personal reference.)

Kirk Morris 7 Grouse Trl., Fairfield, PA 17320 301-653-8425
 Name Address Phone Number

Gayle R. Marthers

From: Jeni Jarrell [REDACTED]
Sent: Thursday, November 10, 2022 4:47 PM
To: Gayle R. Marthers
Subject: Parks & Rec Resignation

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello, Dave, Gayle, and Borough Council Members,

Please accept this email as my notice of resignation from the Parks and Recreation committee. It has been my honor to serve on this committee and as a community volunteer before I was officially a resident of Carroll Valley. At this time, my ability to serve no longer meets the needs of the position, and therefore, I must step away.

Thanks to all who have supported these efforts, and especially to Gayle and Amanda who are detrimental in the success of the Parks and Rec events. Nothing REALLY happens without them and the community is truly lucky to have such amazing borough employees to support the committee's efforts.

Thanks to all of my fellow committee members for all of the things we've accomplished in my time as a part of this group. I have many happy memories that leave me with a warm heart when I think about the things we've brought to our community, and that I hope continue for years to come.

I wish all the best, and thank you again for this opportunity.

Warm regards,
Jennifer Jarrell

Planning Meeting 10/3/2022

- Approval of September minutes
- Open to the public - none
- New Business - none
- Old Business -
 - Zoning Ordinance Concerns
 - Vacation Rental - Reviewed the changes submitted last month and approved to move to Council
 - Trailers and Vehicle storage - Reviewed (and discussed) the changes submitted last month. Dave recommended that the members missing from the meeting be able to make any changes at the November meeting.
 - Reviewed proposed Chapter 10 - Health, Safety, and Nuisances
 - Discussion concerning definitions - changes requested
 - Additional changes and clarifications requested.
 - Dave will update and commission will review the updated document next month November

- Adjourned

Respectfully submitted,
Michael Wight

ADMINISTRATIVE BUSINESS

BOROUGH OF CARROLL VALLEY SUMMARY FINANCIAL REPORT: 1 thru 31 October 2022

ACCOUNT	GENERAL FUND	SPECIAL EVENT	SANITARY SEWER	SINKING FUND	CAPITAL RESERVE	HIGHWAY AID (LF)	TOTAL FUNDS	SEWER AUTHORITY
START OF PERIOD								
CHECKING ACCOUNT	\$41,472.64	\$0.00	\$0.00	\$145.50	\$74,329.56	\$0.00	\$115,947.70	\$4,476.33
INVESTMENTS	\$2,428,518.50	\$0.00	\$0.00	\$0.00	\$0.00	\$678,934.21	\$3,107,452.71	\$207,313.69
PETTY CASH	\$425.00	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00	\$450.00	\$50.00
DUE FROM OTHER FUNDS	\$382,602.22	(\$3,417.68)	\$686,923.13	\$0.00	\$1,040,730.64	\$0.00	\$2,106,838.31	\$0.00
DUE TO OTHER FUNDS	\$439,075.56	\$11,482.38	\$277,617.57	\$0.00	\$111,164.45	\$0.00	\$839,339.96	\$52,076.73
LIABILITIES	\$15,824.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,824.18	\$0.00
NET BALANCE	\$2,398,118.62	(\$14,900.06)	\$409,330.56	\$145.50	\$1,003,895.75	\$678,934.21	\$4,475,524.58	\$159,763.29
TRANSACTIONS FOR PERIOD								
ADJUSTMENTS (SEE NOTE)								
ACTUAL REVENUES (+)	\$66,160.26	\$0.00	\$66,238.36	\$0.00	\$1,228,625.93	\$2,460.25	\$1,363,484.80	\$708.01
ACTUAL EXPENDITURES (-)	\$1,555,335.12	(\$676.67)	\$10,937.77	\$0.00	(\$29,614.00)	\$543.86	\$1,536,526.08	\$0.00
ENCUMBERED FUNDS (-)	\$4,927.52	\$15.00	\$1,691.75	\$0.00	\$65,648.97	\$0.00	\$72,283.24	\$0.00
NET TRANSACTION BALANCE	(\$1,494,102.38)	\$661.67	\$53,608.84	\$0.00	\$1,192,590.96	\$1,916.39	(\$245,324.52)	\$708.01
END OF PERIOD								
CHECKING ACCOUNT	\$43,829.99	\$0.00	\$0.00	\$145.50	\$74,398.81	\$0.00	\$118,374.30	\$4,476.33
INVESTMENTS	\$2,151,989.68	\$0.00	\$0.00	\$0.00	\$0.00	\$680,850.60	\$2,832,840.28	\$208,021.70
PETTY CASH	\$425.00	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00	\$450.00	\$50.00
DUE FROM OTHER FUNDS	\$47,002.05	(\$3,177.68)	\$753,161.49	\$0.00	\$1,044,000.09	\$0.00	\$1,840,985.95	\$0.00
DUE TO OTHER FUNDS	\$1,348,460.20	\$11,770.08	\$297,480.12	\$0.00	\$141,064.43	\$0.00	\$1,798,774.83	\$52,076.73
LIABILITIES	\$9,532.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,532.88	\$0.00
NET BALANCE	\$885,253.64	(\$14,947.76)	\$455,706.37	\$145.50	\$977,334.47	\$680,850.60	\$2,984,342.82	\$160,471.30

Check Register with Invoices

Borough of Carroll Valley

10-Nov-22

From: 01-Oct-22 To: 31-Oct-22

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
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Bank Account: 35 HIGHWAY AID FUND

561	10/11/2022	418	LOWES IN-STORE ACCOUNT		\$81.08	O
			101122-1 Cable, Clamps, and Paint Stirrer		\$81.08	
562	10/11/2022	369	NEW ENTERPRISE STONE & LIME CO		\$296.02	O
			7926455 Stone for Toms Creek Bridge Wall Protection		\$296.02	
563	10/26/2022	14643	SPECIALTY GRANULES INC.		\$166.76	O
			90003304 Stone for Woodland Trail		\$166.76	
Bank Total:					\$543.86	

Check Register with Invoices

Borough of Carroll Valley

10-Nov-22

From: 01-Oct-22 To: 31-Oct-22

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
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Bank Account: 51 F&M GF - Checking

34880	10/11/2022	22	ADAMS ELECTRIC COOPERATIVE, IN		\$2,621.51	O
			4700-1022 Boro Office: Svc 9/1/22-10/1/22		\$918.47	
			3000-1022 STP: Country Club Trl. Pump Station: Svc 9/1/22-10		\$151.96	
			4704-1022 STP: Sanders Rd. Pump Station: Svc 9/1/22-10/1/22		\$1,551.08	
34881	10/11/2022	14211	AT&T MOBILITY		\$503.24	O
			101122 Wireless Svc: 8/19/22-9/18/22		\$91.35	
			101122-1 GeoTabs: Svc 8/19/22-9/18/22		\$411.89	
34882	10/11/2022	14391	CAPITAL REGION WATER		\$50.00	O
			101122 Annual Sludge Permit		\$50.00	
34883	10/11/2022	83	COMMONWEALTH OF PENNSYLVANIA		\$250.00	O
			101122 Lake Carroll Permit Renewal		\$250.00	
34884	10/11/2022	744	COUNTY OF ADAMS		\$1,974.92	O
			2022-08 2022 Municipal Tax Bills		\$1,974.92	
34885	10/11/2022	969	EXETER SUPPLY COMPANY, INC.		\$28,211.00	O
			315976 Jetting Equipment		\$2,211.00	
			31597 STP: Camera & Jetter		\$26,000.00	
34886	10/11/2022	114	FAIRFIELD COMMUNITY FIRE COMPA		\$20,078.69	O
			101122 2022 Foreign Fire Ins. Allotment		\$20,078.69	
34887	10/11/2022	121	FOUNTAINDALE VOLUNTEER FIRE		\$6,692.90	O
			101122 2022 Foreign Fire Ins. Allotment		\$6,692.90	
34888	10/11/2022	14576	FRANTZ PLUMBING LLC		\$355.00	O
			228 Backflow Testing		\$355.00	
34889	10/11/2022	356	GETTYSBURG TIMES		\$172.24	O
			42899 Legal Ad: Police Officer		\$172.24	
34890	10/11/2022	14412	GOVERNMENT MANAGEMENT SERVICE		\$3,000.00	O
			3525 Retainer for the month of September 2022		\$3,000.00	
34891	10/11/2022	825	KPI TECHNOLOGY		\$2,083.67	O
			9254 SEO Services		\$2,083.67	
34892	10/11/2022	196	LABORATORY, ANALYTICAL & BIOLO		\$258.00	O

Check Register with Invoices

Borough of Carroll Valley

10-Nov-22

From: 01-Oct-22 To: 31-Oct-22

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
			107315 STP: Testing September 2022		\$258.00	
34893	10/11/2022	418	LOWES IN-STORE ACCOUNT		\$83.14	O
			101122 Ballasters and Broom Handles		\$83.14	
34894	10/11/2022	137	MET-ED		\$75.75	O
			628-1022 Jacks Mtn & Skylark Trl: Street Lighting		\$75.75	
34895	10/11/2022	975	PA MUNICIPAL HEALTH INSURANCE		\$27,468.74	O
			101122 November 2022: Major Medical, Dental, Vision		\$27,468.74	
34896	10/11/2022	241	PA MUNICIPAL RETIREMENT SYSTEM		\$171,577.24	O
			101122-1 3rd Qtr 2022: Police Pension Contribution		\$2,290.53	
			101122-2 2022 MMO Payment: Non-Uniform		\$126,011.00	
			101122-3 2022 MMO Payment: Police		\$38,462.00	
			101122 3rd Qtr 2022: Pension Contribution		\$4,813.71	
34897	10/11/2022	874	PENNSYLVANIA ONE CALL SYSTEM,		\$8.10	O
			969575 September 2022: Activity Fee		\$8.10	
34898	10/11/2022	14145	SALZMANN HUGHES, P.C.		\$1,582.90	O
			101122 Representation as Borough Solicitor		\$1,567.50	
			101122-1 S&W Authority Dissolution		\$15.40	
34899	10/11/2022	14320	Schoenberg Salt Co , Inc.		\$7,010.50	O
			022192 Magnesium Chloride 29% - Bulk		\$7,010.50	
34900	10/11/2022	17764	SHEALERS PORTABLE TOILET RENTA		\$240.00	V
			12583 J-4: Portable Toilets		\$240.00	
34901	10/11/2022	310	SHEALERS SEPTIC SERVICE		\$3,848.00	O
			101122 HT: September 2022		\$3,848.00	
34902	10/11/2022	14548	Stacy L. Krietz		\$316.00	O
			101122 Office Cleaning: 9/25/22-10/8/22		\$316.00	
34903	10/11/2022	17729	T-MOBILE		\$285.32	O
			101122 PL: Connection Card Data Plan: Svc 8/22/22-9/21/22		\$145.60	
			101122-1 Wireless Svc: 8/22/22-9/21/22		\$139.72	
34904	10/11/2022	14493	THE YORK WATER COMPANY		\$91.69	O
			101122 Water: Svc 8/23/22-9/26/22		\$91.69	

Check Register with Invoices

Borough of Carroll Valley

10-Nov-22

From: 01-Oct-22 To: 31-Oct-22

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
34905	10/11/2022	17719	TOSHIBA AMERICA BUSINESS SOLUT		\$5.40	O
			5656371 Extra Copies		\$5.40	
34906	10/11/2022	14207	WEST PENN POWER		\$2,635.81	O
			594-1022 Ranch Trl: Svc 8/31/22-9/29/22		\$17.82	
			294-1022 14 Ranch Trl: Barn: Svc 8/31/22-9/29/22		\$70.81	
			822-1022 Green Trl: Svc 8/31/22-9/29/22		\$8.94	
			218-1022 Street Lights		\$2,287.74	
			872-1022 14 Ranch Trl: Svc 8/31/22-9/29/22		\$250.50	
34907	10/11/2022	14622	WILLIAMS SCOTSMAN, INC.		\$665.63	O
			9015344758 STP: October 2022 Office Trailer		\$665.63	
34908	10/26/2022	22	ADAMS ELECTRIC COOPERATIVE, IN		\$2,073.91	O
			1500-1022 Street Lights		\$1,667.75	
			1701-1022 Pavilion: Svc 9/1/22-10/1/22		\$98.22	
			4500-1022 Trout Run Trl: Svc 9/1/22-10/1/22		\$126.47	
			8400-1022 Jacks Mtn Bridge: Svc 9/1/22-10/1/22		\$45.53	
			4800-1022 MS Bldg: Svc 9/1/22-10/1/22		\$52.93	
			4200-1022 Ski Run Trl: Svc 9/1/22-10/1/22		\$83.01	
34909	10/26/2022	17731	AMAZON CAPITAL SERVICES		\$175.04	O
			102422-1 Water Filters		\$27.99	
			102422 Drill Set, Annular Cutter, Taps		\$147.05	
34910	10/26/2022	14374	AMERICAN UNITED LIFE INS		\$378.39	O
			102422 Life & Disability Premium: November 2022		\$378.39	
34911	10/26/2022	1191	COMCAST CABLE		\$1,049.06	O
			2005-1022 Internet Fees		\$260.59	
			156569606 Zoning: Svc 10/1/22-10/31/22		\$47.00	
			156569606-2 STP: Svc 10/1/22-10/31/22		\$62.00	
			15669606-1 PL: Svc 10/1/22-10/31/22		\$282.00	
			2989-1022 STP: 119A Sanders Rd.: Svc 10/13/22-11/12/22		\$61.02	
			156569606-4 Boro Office: Svc 10/1/22-10/31/22		\$217.50	
			156569606-3 14 Ranch Trl: Svc 10/1/22-10/31/22		\$118.95	
34912	10/26/2022	83	COMMONWEALTH OF PENNSYLVANIA		\$35.00	O
			102422 Pesticide License: 1/1/23-12/31/23		\$35.00	
34913	10/26/2022	14219	COMMUNITY MEDIA OF SOUTH CENT		\$220.00	O
			1439 CVB Council Meeting: September 2022		\$220.00	

Check Register with Invoices

Borough of Carroll Valley

10-Nov-22

From: 01-Oct-22 To: 31-Oct-22

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
34914	10/26/2022	852	FAIRFIELD MUNICIPAL AUTHORITY		\$25.00	O
			102422 3rd Qtr 2022: Hydrant Fee		\$25.00	
34915	10/26/2022	662	GETTYSBURG RENTAL CENTER		\$1,633.30	O
			164558 Misc Supplies		\$1,633.30	
34916	10/26/2022	356	GETTYSBURG TIMES		\$42.18	O
			42983 Legal Ad: Audit Report		\$42.18	
34917	10/26/2022	14131	INTELLIPRINT SOLUTIONS		\$252.38	O
			319415 Pressure Seal Forms for Sewer Billing		\$252.38	
34918	10/26/2022	1156	KAREN HEFLIN, RECORDER		\$188.50	O
			102422-4 Filing Fee: Strm Wtr. Agreement: 11 Fox Trl		\$36.50	
			102422-1 Filing Fee: Strm. Wtr. Agreement: 8 Brenda Trl		\$36.50	
			102422-3 Filing Fee: Strm. Wtr. Agreement: 17 Alice Trl		\$40.50	
			102422-2 Filing Fee: Strm. Wtr. Agreement: 13 Bluebird Trl.		\$36.50	
			102422 Filing Fee: Strm. Wtr. Agreement: 23 Gladys Trl		\$38.50	
34919	10/26/2022	17735	KELLER ENGINEERS, INC.		\$635.25	O
			04529-0002-4 Phase 1: Sanders Rd. Pump Station		\$57.75	
			004529-0001-8 Phase 2: WWTP Expansion		\$577.50	
34920	10/26/2022	1204	KILMER INSURANCE AGENCY		\$500.00	O
			1214 2023-2024 Bond # B1191245		\$500.00	
34921	10/26/2022	242	PA STATE ASSOC. OF BOROUGHES		\$75.00	O
			R59318 R.H.: Municipal Police Dept. Supervision		\$75.00	
34922	10/26/2022	244	PA UC FUND		\$136.58	O
			102522 2022 3rd Qtr UC Pmt		\$136.58	
34923	10/26/2022	17737	PECKS SEPTIC SERVICE, LLC		\$1,897.50	O
			30864 STP: Sludge Removal/Disposal		\$1,897.50	
34924	10/26/2022	270	PSAB U/C PLAN		\$304.10	O
			102522 3rd Qtr 2022 Payment		\$304.10	
34925	10/26/2022	14548	Stacy L. Krietz		\$316.00	O
			102422 Office Cleaning: 10/9/22-10/22/22		\$316.00	
34926	10/26/2022	17713	TOSHIBA FINANCIAL SERVICES		\$351.83	O

Check Register with Invoices

Borough of Carroll Valley

10-Nov-22

From: 01-Oct-22 To: 31-Oct-22

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
			484092689	October 2022: Copier Lease	\$351.83	
34927	10/26/2022	17765	TREYSTA TECHNOLOGY MANAGEMEN		\$1,825.20	O
			69199	November 2022: IT Support	\$575.20	
			69116	ITSupport Contract	\$1,250.00	
34928	10/26/2022	1042	YORK/ADAMS TAX BUREAU		\$3,506.52	O
			102422	3rd Qtr 2022: Local Tax Withheld	\$3,506.52	
34929	10/27/2022	10	ADAMS COUNTY AUTO SUPPLY, INC.		\$377.42	O
			102622	MS: Filters	\$377.42	
34930	10/27/2022	14520	DogWasteDepot.com		\$331.66	O
			508516	Dog Waste Bags	\$331.66	
34931	10/27/2022	110	EXCALIBUR TOWING		\$255.86	O
			14175	Thermostat for PL24	\$255.86	
34932	10/27/2022	14272	FASTENAL COMPANY		\$63.21	O
			260643	EQMS5: Bolts	\$63.21	
34933	10/27/2022	670	MAR-BAR TIRE SERVICE		\$1,612.00	O
			102722	MS3 & MS11: Tires	\$1,612.00	
34934	10/27/2022	993	PETRO-CHOICE		\$244.38	O
			51029270	Diesel Exhaust Fluid	\$244.38	
34935	10/27/2022	328	STEPHENSON EQUIPMENT		\$1,289.70	O
			10188055	EQMS: Repair of Hydraulics	\$1,289.70	
34936	10/27/2022	395	ZEP MANUFACTURING CO.		\$247.98	O
			9007901175	Tar and Grease Remover	\$247.98	

Bank Total:

\$302,188.34

BUDGET NOTICE

The 2023 proposed budget for the Borough of Carroll Valley has been tentatively adopted with the intent to set the following tax rates: Real Estate - 2.45 mils.; Dedicated Fire/EMS - .25 percent; Earned Income - .50 percent; Realty Transfer - .50 percent; and Admissions – 5.0 percent or as permitted by law. Final adoption of the 2023 proposed budget and tax resolutions is scheduled for the regular Borough Council meeting on December 13, 2022 beginning at 7:00 PM at the Borough Office, 5685 Fairfield Road, Carroll Valley, Pennsylvania.

The 2023 proposed budget is available for inspection at the Borough Office weekdays from 8:30 AM to 4:00 PM, between November 16, 2022 and December 13, 2022.

Gayle R. Marthers

Borough Secretary

INTEROFFICE MEMORANDUM



TO: BOROUGH COUNCIL
FROM: DAVID A. HAZLETT, BOROUGH MANAGER
SUBJECT: 2022 457 PLAN DOCUMENT AMENDMENT
DATE: 11/10/2022
CC: FILE

The SECURE Act (Setting Every Community Up for Retirement Enhancement Act) became law in 2019 and changes must be made by December 31, 2022 for compliance with the new regulations. Attached is a Frequently Asked Questions document prepared by Empower, the Borough's Plan administrator to help explain the requirements followed by the document with the changes and finally, the electronic signature information for the document.

Action Requested: I am asking Council to authorize Borough Staff to accept the changes outlined and complete the electronic signing of the document.

FAQ: Plan Document Amendment – SECURE

Q: What is SECURE and how does it impact my retirement plan?

A: SECURE along with associated regulations made several changes to the rules governing retirement plans.

SECURE (Setting Every Community Up for Retirement Enhancement Act) passed into law in December 2019. Some changes under SECURE include:

- Increased RMD to age 72
- Allowed for distributions for qualified birth or adoptions
- Increased QACA maximum cap to 15% (401(k) and 403(b) plans only)
- Expanded coverage of long-term part-time employees (401(k) plans only)

Attached is a chart for additional information on SECURE. Prior communications also covered SECURE in more detail and some key provisions that would apply to your plan, including defaults and optional provisions.

Q: Do we need to amend our plan document for SECURE?

A: Yes. The amendment we provide to you for SECURE will depend on your type of plan and optional provisions that apply to your plan.

Some SECURE amendments have been adopted by us as sponsor of the plan document and do not require a plan sponsor signature. Other SECURE amendments will require customization and plan sponsor signature. The cover letter provided along with your amendment will inform you if your signature is required. A plan amendment fee will apply if your amendment requires customization and plan sponsor signature. Prior guidance from the Department of Labor has indicated that expenses for required compliance amendments can be paid from plan assets.

The amendment being provided for SECURE incorporates the Bipartisan American Miners Act of 2019 that allowed for age 59-1/2 in-service withdrawals (Money Purchase Plans, Other plan types with Money Purchase Plan accounts and Governmental 457(b) plans only).

Q: What is the deadline for the SECURE amendment?

A: The deadline to have a signed SECURE amendment in place is December 31, 2025 (90 days after the close of the third regular legislative session of the legislative body with the authority to amend the plan that begins after December 31, 2023 for Government Plans). However, adopting an interim SECURE amendment now will assist you in documenting your administration of SECURE provisions many of which went into effect in 2020. For example, your plan document will reflect the current required beginning date change for RMDs to age 72.

Q: Is a Summary of Material Modifications (SMM) required to update the Summary Plan Description (SPD)? When does it need to be provided to participants?

A: Yes, an SMM is required to communicate changes made by SECURE to participants.

- The SMM we provide to you updates your existing SPD to reflect new provisions under SECURE.
- For plans subject to ERISA, the SMM must be provided to participants by 210 days after the end of the plan year in which the changes are adopted. For a calendar year plan, that would be July 29, 2023.

If you use a custom SPD, it is your obligation to determine whether the provided SMM is sufficient for your needs and revise as necessary prior to distribution. You will need to append the SMM to the SPD you maintain or update the SPD you maintain.

Q: Can we provide an updated SPD instead of the SMM?

A: Yes, you can provide an updated SPD, rather than an SMM, to participants. If your plan is later amended and you receive an updated SPD that reflects the changes in these amendments, it is sufficient to provide that updated SPD.

Q: I have a governmental plan. Do I have to distribute the SMM?

A: Governmental employers are not required to provide an SPD or SMMs under federal requirements. However, you may have previously been provided with an optional Summary of Plan Provisions or Summary Plan Description with your plan document.

- If you previously provided a summary to plan participants, you should provide the SMM to current participants and distribute both the summary and the SMM to new participants.
- If you have never received or provided a summary, you are not required to provide an SMM to participants.

Q: Does my plan need a SECURE amendment if I recently restated or amended my plan?

A: Yes, the amendment needed for SECURE was not included in those documents.

Q: What other required regulatory amendments may apply to my Plan Document?

A: The Coronavirus Aid, Relief, and Economic Security Act (CARES) will also require an amendment to your plan document and will be provided in another communication.

Q: What if I already adopted an amendment for an optional SECURE provision?

A: If you already adopted an amendment for an optional SECURE provision, you are not required to reflect that in the SECURE regulatory amendment.

Q: I am interested in adding some of the optional SECURE provisions going forward. How should I proceed?

A: You should contact your client services representative about the potential for adding options allowed under SECURE.

SECURE ACT KEY PROVISIONS

Following is a summary of key provisions in the SECURE Act plan amendment.

Provision	Typical plan types impacted	Description	Effective date
Extend the right to defer salary to certain long-term part-time employees	401(k) plans Does not apply to collectively bargained plans or to a portion of a plan that benefits collectively bargained employees.	401(k) plans must allow an employee to defer salary no later than once they work at least 500 hours in each of three consecutive 12-month periods. Those employees do not need to receive employer contributions and are excluded from certain testing (ex. ADP, ACP, top heavy).	Start counting hours for these employees for eligibility purposes on the first day of the first plan year beginning on or after 1/1/2021. Hours worked prior to that date do not need to be considered for eligibility purposes but may need to be considered for vesting purposes.
Allow automatic contribution increases to a maximum of 15% of pay under QACA safe harbor plans	401(k) and 403(b) plans	SECURE allows plans using a QACA safe harbor to automatically increase a participant's salary deferrals over time to a maximum of 15% of pay, up from 10% under prior law. Note that the initial default deferral rate cannot exceed 10% from the time the participant is automatically enrolled until the close of the following plan year. All other rules relating to QACA plans are unchanged.	Provision can be added to a plan effective on or after 1/1/2020.
Eliminate notice requirement for nonelective safe harbor plans	401(k) and 403(b) plans	SECURE eliminates the participant notice requirement for plans using a nonelective contribution to meet the safe harbor.	Plan years beginning on or after 1/1/2020.
Delayed adoption for nonelective safe harbor plans	401(k) and 403(b) plans	A plan sponsor may adopt safe harbor status as late as 30 days before plan year-end if the plan uses a 3% nonelective contribution to meet the safe harbor. Alternately, the plan may adopt safe harbor status fewer than 30 days before plan-year end if it does so by the close of the subsequent plan year and provides at least a 4% nonelective contribution to meet the safe harbor.	Plan years beginning on or after 1/1/2020.

Provision	Typical plan types impacted	Description	Effective date
Qualified birth or adoption distributions	401(a), 401(k), 403(b) and governmental 457(b) plans	A participant can withdraw up to \$5,000 per newborn child or eligible adoptee within 12 months of the birth or finalization of the adoption. The dollar limit applies per participant per child and applies across all plans maintained by the same employer or related employers. A plan sponsor may rely on the participant's reasonable representation that they qualify for such a distribution unless the sponsor has actual knowledge to the contrary. The distribution is exempt from the 10% additional income tax for early distributions. The participant may repay all or a portion of the distribution to the distributing plan or another plan (if those plans would accept a rollover from the participant) or an IRA. Distributions cannot be made from money purchase assets unless the participant has attained age 59 ½.	Provision can be added to a plan effective on or after 1/1/2020.
Age 59 ½ distributions for money purchase assets and governmental 457(b) plans	Money purchase 401(a) plans, other plans that contain money purchase assets, and governmental 457(b) plans	Prior law allowed in-service withdrawals from money purchase assets only once the participant attained age 62 and from a governmental 457(b) plan only once the participant attained age 70 ½. SECURE allows the sponsor to choose to amend plans to allow such in-service distributions once the participant attains age 59 ½.	Provision can be added to a plan effective for plan years beginning on or after 1/1/2020.
Increase RMD age to age 72	401(a), 401(k), 403(b), and governmental 457(b) plans	The provision delays the required beginning date for minimum distributions from age 70 ½ to age 72 for participants who attain age 70 ½ on or after 1/1/2020 (i.e., born after 6/30/1949). Participants who attained age 70 ½ prior to 1/1/2020 remain subject to the prior rule.	Plan years beginning on or after 1/1/2020.
Require accounts to be fully paid out to the beneficiary within 10 years of the participant's death with limited exceptions	Defined contribution 401(a), 401(k), 403(b) and governmental 457(b) plans	This new rule generally requires a deceased participant's account to be distributed by the end of the 10 th calendar year after the participant's death. This rule does not apply to any portion of the distribution payable to an "eligible designated beneficiary" which generally includes: the participant's surviving spouse, the participant's child under the age of majority, disabled or chronically ill individuals and any other person who is not more than 10 years younger than the participant.	Applies to distributions with respect to employees who die after 12/31/2019. (12/31/2021 for governmental plans, 12/31/2020 or 12/31/2021 for collectively bargained plans depending on the expiration of applicable collective bargaining agreements).

This summary does not include all changes in the plan amendment. Please carefully review the documents to ensure all plan terms accurately reflect the administration of your plan. These materials do not constitute tax or legal advice upon which any party can rely. Plan sponsors are encouraged to consult their own legal or tax advisors for questions on their specific situation.

AMENDMENT TO IMPLEMENT SECURE ACT AND OTHER LAW CHANGES

**ARTICLE 1
PREAMBLE**

- 1.1 **Adoption and effective date of Amendment.** The Employer hereby adopts this Amendment to the Plan identified below. Each Article specifies the effective date of its provisions. Also see Section 1.5.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment. Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment. Most Articles include definitions which are specific to that Article. Also see Section 1.6
- 1.3 **Numbering.** Except as otherwise provided in this Amendment, any “Section” reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to the Plan article, section, or other numbering designations.
- 1.4 **Intention; Construction.** The purpose of this amendment is to amend the Plan in accordance with pension-related provisions of the Further Consolidated Appropriations Act of 2019 (“FCAA”) in general, and Division O of that Act, the Setting Every Community Up for Retirement Enhancement Act of 2019 (“SECURE”), in specific. It also addresses a provision of the Bipartisan American Miners Act (“BAMA”), which is also part of FCAA, as well as a section of the Coronavirus Aid, Relief, and Economic Security Act (“CARES”). The provisions of this Amendment shall be interpreted and applied to be consistent with FCAA and CARES and IRS guidance issued in connection therewith, whether such guidance is issued before or after the date of this amendment.
- 1.5 **Effect of subsequent restatement or amendment of Plan.** If the Employer restates the Plan, then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates these provisions). Some Articles in this amendment may not apply to a particular plan at the time the Amendment is executed but they will apply in the future based on subsequent amendments. For example, Article 8 is limited to 401(k) plans; its provisions do not apply to a profit-sharing plan that does not have a 401(k) feature. But if that plan is subsequently amended to add a 401(k) feature, then the provisions of Article 8 (and corresponding Section 2.8) will automatically become effective at that time.
- 1.6 **Preservation of prior amendments.** If the Employer previously amended the Plan after December 20, 2019 to implement a provision contained in one or more Articles of this Amendment, that prior amendment shall remain in effect and will not be superseded by this Amendment, unless Section 1.6(a) is selected. For example, if the Employer previously adopted an amendment to implement the BAMA provisions of Article 10, that amendment remains in effect, notwithstanding the provisions of this Amendment, unless Section 1.6(a) is selected.

(a) This amendment supersedes all prior inconsistent amendments of the Plan.

**ARTICLE 2
IDENTIFICATION; ELECTIONS**

- 2.1 **Identifying information.**
 - A. Name of Employer: Borough of Carroll Valley
 - B. Name of Plan: Borough of Carroll Valley 457 Deferred Compensation Plan
 - C. Type of Plan (*select one; optional*)

- (1) 401(k) Plan
- (2) Profit-Sharing Plan (other than a 401(k) plan)
- (3) Money Purchase Pension Plan
- (4) Defined Benefit Plan (including a cash balance plan)
- (5) 403(b) Plan
- (6) 457(b) Plan (select one): Governmental employer Tax-exempt employer

2.2 **Plan Type Definitions.** “Qualified Plan” means a 401(k) Plan, Profit-Sharing Plan, Money Purchase Pension Plan or Defined Benefit Plan. “Defined Contribution Plan” means a Qualified Plan other than a Defined Benefit Plan.

2.3 **Operating Elections.** Many subsequent Articles of this Amendment refer to elections appearing in this Article 2. Each of Sections 2.4 through 2.10 refers to a corresponding Article. For example, Section 2.4 has the elections related to Article 4. The definitions in those Articles apply to the elections in the corresponding Section of this Article 2, and those elections have the same effective date as the corresponding Article. Each Section of this Article lists the default provisions which will apply if no election is made. If you accept the default(s), there is no need to complete the Section. There are no elective provisions which apply to Article 3 or Articles 11 through 16. The following are the defaults and a summary of the Articles for which there are no elections.

- Article 3. Permits retroactive safe harbor 401(k) amendments (to appear in separate document). Eliminates requirement of safe harbor notice for safe harbor nonelective.
- Article 4. QBADs are not permitted.
- Article 5. Distributions of RMDs will not begin before a Participant turns 72.
- Article 6. The Plan will apply its RMD provisions with respect to the 5-year rule in administering the 10-year rule.
- Article 7. RMDs subject to 5-Year Rule for participants who died from 2015 through 2019 are extended one year unless the beneficiary objects.
- Article 8. None of the optional elections with regard to LTPT Employees apply.
- Article 9. The QACA maximum automatic deferral is 10% of compensation.
- Article 10. The amendment does not modify the minimum age for in-service distributions.
- Article 11. Administrative policy can permit distributions of Discontinued Lifetime Income Investments.
- Article 12. Updated RMD tables and 2022 transition.
- Article 13. Permits retroactive plan adoption.
- Article 14. Difficulty of care payments are compensation for purposes of Code §415 only.
- Article 15. 403(b) plans can distribute custodial accounts on termination.
- Article 16. Deemed IRA accounts are not subject to maximum age.

Check (a) or (b).

- (a) All defaults apply. *Skip the rest of Article 2 and sign the amendment.*
- (b) One or more defaults do not apply. *Complete those sections in Article 2 for which you do not accept the default; then sign the amendment.*

2.4 **Article 4 – Birth/Adoption Distributions.** In the absence of an election below, Article 4 does NOT apply. To permit QBADs (Qualified Birth and Adoption Distributions), check (a). If QBADs are available, they apply to all accounts except as provided in Article 4 or in elections (b), (c), (d), or (e). *(Select all that apply.)*

- (a) Article 4 applies effective January 1, 2020, unless a different date is selected in (1) below.
 - (1) _____ . *(Enter date after December 31, 2019.)*
- (b) QBADs may only be made from accounts in which the Participant is fully vested.
- (c) QBADs are only available from the following Accounts *(select one or more)*:
 - (1) Pre-Tax Elective Deferrals
 - (2) Roth Elective Deferrals
 - (3) Employer matching contributions (including safe harbor contributions and QMACs)

- (4) Employer nonelective contributions (including safe harbor contributions and QNECs)
- (5) Rollover contributions
- (6) After-tax employee contributions
- (7) Transferred accounts
- (8) Describe: _____ (must be definitely determinable and not subject to discretion)
- (d) QBADs are not available if the Participant has severed employment.
- (e) Describe additional limitations: _____ (must be definitely determinable and not subject to discretion)

2.5 **Article 5 – RMD Timing.** Unless Section 2.5(a) is selected, distribution of RMDs will begin for Affected Participants no sooner than April 1 of the calendar year following the year the Participant attains age 72.

- (a) Distribution of RMDs to Affected Participants will NOT be delayed on account of this Amendment (i.e., distributions will generally commence no later than April 1 of the calendar year following the year the Affected Participant attains age 70½), in accordance with Section 5.5. This election is effective for distributions after December 31, 2019, except as specified below (Optional: select either or both of (1) or (2)):
 - (1) Section 5.5 is effective for distributions after _____ and prior to the earlier of January 1, 2022 or the date entered in 2.5(a)(2). (Enter date on or after December 31, 2019.)
 - (2) Section 5.5 is repealed for distributions after _____ (enter date on or after the date entered in 2.5(a)(1) and before January 1, 2022), subject to the anti-cutback rule of Code §411(d)(6) to the extent applicable.

2.6 **Article 6 – 10-Year Rule for Beneficiary RMDs.** RMDs to an Eligible Designated Beneficiary of a Participant who dies prior to the Participant’s RBD will be made as elected below. In the absence of an election in Section 2.6, the Plan’s provisions about Beneficiary elections with regard to the 5-Year Rule will apply, substituting the 10-Year Rule for the 5-Year Rule.

- (a) **Beneficiary election.** The Eligible Designated Beneficiary may elect application of the 10-Year Rule or the Life Expectancy rule. If the Beneficiary does not make a timely election (Select one of (1) or (2)):
 - (1) **10-year rule.** The 10-year rule applies to the Eligible Designated Beneficiary.
 - (2) **Life Expectancy Rule.** The Life Expectancy rule applies to the Eligible Designated Beneficiary.
- (b) **10-year rule.** The 10-year rule applies to the Eligible Designated Beneficiary.
- (c) **Life Expectancy rule.** The Life Expectancy rule applies to the Eligible Designated Beneficiary.
- (d) **Shorter Period.** The entire interest of the Eligible Designated Beneficiary will be distributed no later than December 31 of the _____ (enter a number of years, not exceeding “tenth”) year following the year of the Participant’s death.
- (e) **Other:** (Describe, e.g., the 10-Year Rule applies to all Beneficiaries other than a surviving spouse Beneficiary.) _____

2.7 **Article 7 - CARES RMD Waivers; 5-Year Rule.** Unless the Employer elects otherwise below, beneficiaries of Applicable Participant Accounts will have the option to extend distribution under the 5-Year Rule by one year, and in the absence of a beneficiary election the extension will apply.

- (a) **No extension without request.** The provisions of Section 7.2 apply but in the absence of a beneficiary election the extension will NOT apply.
- (b) **Not Apply.** Article 7 will NOT apply to this Plan.

2.8 **Article 8 – LTPT Employees.** The Employer makes the following optional elections with regard to LTPT Employees. (Select all that apply.)

- (a) An LTPT Employee, in addition to being eligible to defer will also be treated as a Regular Participant for purposes of (check any or all that apply):

- (1) Receiving an allocation of the safe harbor contributions (including QACA).
- (2) Receiving an allocation of Employer matching contributions
- (3) Receiving an allocation of Employer nonelective contributions.
- (4) Making after-tax Employee voluntary contributions.
- (5) Making rollover contributions.
- (6) Making deemed IRA contributions described in Code §408(q).
- (b) The following provisions which apply to Regular Participants do not apply to LTPT Employees *(check any or all that do not apply to LTPT Employees)*:
 - (1) The ability to make Roth elective deferrals.
 - (2) Automatic deferral provisions.
 - (3) Automatic escalation provisions.
- (c) Instead of being the first day of the first month and the seventh month of the Plan Year, the LTPT Entry Date is *(select one)*:
 - (1) The same as the entry date which applies to Elective Deferrals of Regular Participants.
 - (2) Describe: _____
- (d) In addition to Union Employees and Nonresident Aliens, the following Employees are LTPT Excluded Employees *(check all that apply; see the instructions)*:
 - (1) Employees described in a category of employees that would be excluded from the Plan even if they satisfied the minimum age and service requirements which apply to Employees generally.
 - (2) Describe: _____.
- (e) Instead of age 21, the LTPT Minimum Age is *(select one)*:
 - (1) Waived.
 - (2) The same minimum age that applies to Regular Participants.
 - (3) Age _____ *(Cannot exceed age 21)*.

2.9 **Article 9 – QACA Maximum Automatic Deferrals.** In the absence of an election below, Article 9 does NOT apply and automatic deferrals under a QACA shall not exceed 10% of a Participant’s Compensation. To permit automatic deferrals of up to 15% of compensation, *complete (a) below and (b) if applicable.*

- (a) Article 9 applies effective on or after the first day of the first plan year beginning after December 31, 2019, unless a different date is selected in (1) below.
 - (1) _____. *(Enter date on or after the first day of the first plan year beginning after December 31, 2019.)*
- (b) The following modified QACA statutory schedule will apply (the limitations in the parentheses below only applies to QACAs): *(Select and complete one of (1), (2), or (3) below. The resulting schedule must satisfy Code §401(k)(13)(C)(iii))*:
 - (1) **Detailed Schedule.** The following modified QACA statutory schedule will apply. **NOTE:** *Plan Years 1 & 2 must be between 3% and 10%. 3-14 may not exceed 15%*

<u>Plan Year of application to a Participant</u>	<u>Automatic Deferral Percentage</u>
1	_% (not less than 3 and not more than 10)
2	_% (not less than 3 and not more than 10)
3	_% (not less than 4 and not more than 15)
4	_% (not less than 5 and not more than 15)
5	_% (not less than 6 and not more than 15)
6	_% (not less than 6 and not more than 15)
7	_% (not less than 6 and not more than 15)
8	_% (not less than 6 and not more than 15)
9	_% (not less than 6 and not more than 15)
10	_% (not less than 6 and not more than 15)
11	_% (not less than 6 and not more than 15)
12	_% (not less than 6 and not more than 15)
13	_% (not less than 6 and not more than 15)
14 and thereafter	_% (not less than 6 and not more than 15)

- (2) **Fixed Increase.**
 - a. First plan year of application to a participant: ____ (not less than 3 and not more than 10)
 - b. Second plan year of application to a participant: ____ (not less than 3 and not more than 10)
 - c. In subsequent plan years the automatic deferral percentage will increase by ____% per year up to a maximum of ____% (not more than 15) of Compensation
- (3) **Describe:** _____

2.10 **Article 10 – In-Service Distributions.** In the absence of an election below, Article 10 does NOT apply. To permit in-service distributions at age 59½ for pension plans and governmental 457(b) plans, check (a) Check (b) to specify an age greater than 59 ½. If Article 10 applies, it applies to all Accounts except as limited in Article 10.

- (a) Article 10 applies effective on or after the first day of the first plan year beginning after December 31, 2019, unless a different date is selected in (1) below.
 - (1) _____. (Enter date on or after the first day of the first plan year beginning after December 31, 2019.)
- (b) Age at which in-service distributions are permitted 60 (Enter age greater than 59½.)

**ARTICLE 3
ADP SAFE HARBOR NONELECTIVE PLANS – SECURE §103**

- 3.1 **Application.** This Article 3 will apply only if the Plan is a 401(k) or a 403(b) Plan. It is effective for Plan Years beginning after December 31, 2019.
- 3.2 **No need for safe harbor notice.** If the Employer makes a Safe Harbor Nonelective Contribution, then the Plan can use the ADP Safe Harbor, whether or not Participants receive a Safe Harbor Notice, and the Plan Administrator is not required to provide a Safe Harbor Notice. However, the Plan is required to provide a Safe Harbor Notice if the plan utilizes the ACP safe harbor described in Code §401(m)(11) or (12), unless the plan is a QACA.
- 3.3 **Retroactive adoption.** Unless the Plan at any time during the Plan Year is a Safe Harbor Match Plan, then the Employer may amend the Plan at any time within twelve months after the end of the Plan Year to provide (A) that the Employer will make a Safe Harbor Nonelective Contribution for the entire Plan Year, (B) that the Plan qualifies for the ADP Safe Harbor for the Plan Year, and (C) that the Plan will not be required to perform the ADP Test for the Plan Year. However, if the Employer adopts the amendment on or after the 30th day before the close of the Plan Year, the Safe Harbor Nonelective Contribution must be at least 4% of the Participant’s Compensation.
- 3.4 **Definitions.** The following terms have the meaning set forth in this paragraph as more fully provided in the plan terms pertaining to the related subject matter.
 - (a) A “**Safe Harbor Nonelective Contribution**” means a contribution described in Code §401(k)(12)(C) or Code §401(k)(13)(D)(i)(II) of at least 3% of Compensation.
 - (b) The “**ADP Test**” means the test provided in Code §401(k)(3)(ii).
 - (c) The “**ADP Safe Harbor**” means the safe harbor provided by Code §401(k)(12)(A) or Code §401(k)(13).
 - (d) A “**Safe Harbor Match Plan**” is a Plan which provided during the Plan Year that Participants would receive a matching contribution described in Treas. Reg. §1.401(k)-3(c) or Treas. Reg. §1.401(k)-3(k)(2).
 - (e) A “**Safe Harbor Notice**” is a notice described in Code §401(k)(12)(D) or Code §401(k)(13)(E).
 - (f) A “**QACA**” is a Qualified Automatic Contribution Arrangement described in Code §401(k)(13).

ARTICLE 4
BIRTH/ADOPTION DISTRIBUTIONS – SECURE Act §113

- 4.1 **Application.** This Article 4 will apply only if (1) the Plan is a Defined Contribution Plan, a 403(b) Plan, or a Governmental 457(b) Plan, and (2) the Employer elects in Section 2.4(a) for this Article 4 to apply, effective on the date specified in Section 2.4(a).
- 4.2 **Distribution Authorized.** Except as limited by Section 2.4 (b), (c), (e), a Participant may request a distribution of up to \$5,000 (per child or Eligible Adoptee) as a QBAD. The Participant may request the distribution whether or not the Participant has severed employment unless Section 2.4(d) is selected. This \$5,000 limit shall be reduced by QBADs to the Participant made with respect to the same child or Eligible Adoptee by other plans maintained by the Employer or a related employer described in Code §414(b), (c), (m), or (o). However, if the Plan is a Money Purchase Pension Plan (or the account from which the distribution is withdrawn was transferred from a Money Purchase Pension Plan), and the Participant has not separated from service, the Participant may not take a QBAD prior to attaining the earlier of Normal Retirement Age or age 59½. The Plan Administrator may adopt a policy imposing frequency limitations or other reasonable administrative conditions for QBADs.
- 4.3 **Definitions.** The following definitions apply for this Article 4 and Section 2.4:
- (a) A “**QBAD**” is a Qualified Birth or Adoption Distribution described in Code §72(t)(2)(H)(iii). A QBAD must be made during the 1-year period beginning on the date on which a child of the Participant is born or on which the legal adoption of an Eligible Adoptee by the Participant is finalized.
- (b) An “**Eligible Adoptee**” is an individual, other than a child of the Participant’s spouse, who has not attained age 18 or is physically or mentally incapable of self-support. An individual is considered physically or mentally incapable of self-support if that individual is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long-continued and indefinite duration. This provision shall be applied in a manner consistent with Part D of IRS Notice 2020-68.
- 4.4 **Rollover.** A Participant who received one or more QBADs from this Plan may, if the Plan then permits the Participant to make rollover contributions, make one or more contributions in an aggregate amount not to exceed the amount of such QBADs. The Plan will treat such a contribution as a rollover contribution made by direct trustee-to-trustee transfer within 60 days of distribution.
- 4.5 **Reliance.** The Plan Administrator may rely on an individual’s reasonable representation that the individual is eligible to receive a QBAD unless the Plan Administrator has actual knowledge to the contrary.
- 4.6 **Status.** A QBAD is not an eligible rollover distribution for purpose of the obligation to permit a direct rollover under Code §401(a)(31), the notice requirement of Code §402(f), or the mandatory withholding rules of Code §3405(c)(1).

ARTICLE 5
REQUIRED BEGINNING DATE – SECURE Act §114

- 5.1 **Application.** This Article 5 will apply to all plans, regardless of type. It is effective with regard to RMDs required to be made after December 31, 2019.
- 5.2 **Delay of Required Beginning Date.** An Affected Participant’s RBD shall not be earlier than April 1 of the calendar year following the year the Affected Participant attains age 72. For purposes of determining an Affected Participant’s RBD, an Affected Participant will be treated as a more than 5% owner if the Participant was a 5-percent owner (as defined in Code §416(i)(1)(B)) as to the Plan Year ending in the calendar year the Participant attains age 72.

- 5.3 **Spousal Distributions.** If an Affected Participant dies prior to the Participant's RBD, and the Participant's sole Designated Beneficiary is the Participant's surviving spouse, then the RMDs to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72, if later. However, this Section will apply only if the Plan, prior to this Amendment, permitted a surviving spouse to delay RMD distributions to December 31 of the calendar year in which the Participant would have attained age 70½.
- 5.4 **Definitions.** The following definitions apply for this Article 5 and Section 2.5:
- (a) A Participant is an "**Affected Participant**" if the Participant was born after June 30, 1949.
 - (b) An "**RMD**" is a Required Minimum Distribution as described in Code §401(a)(9).
 - (c) A Participant's "**RBD**" is the Participant's Required Beginning Date as described in Code §401(a)(9)(C), as amplified by Section 5.2.
- 5.5 **Optional Distribution Timing.** If the Employer elects in Section 2.5(a) for this Section 5.5 to apply, the timing and form of distributions to an Affected Participant will be determined as though this Article 5 had not been adopted. Distributions pursuant to this paragraph, which are not RMDs, will be treated as eligible rollover distributions for purposes of the direct rollover provisions of Code §401(a)(31). This Section 5.5 will no longer be effective for distributions after December 31, 2021, or, if earlier, the date specified in Section 2.5(a)(2).

ARTICLE 6 BENEFICIARY RMDs – SECURE Act §401

- 6.1 **Application.** This Article 6 will apply to all plans other than Defined Benefit Plans. This Article will not apply to qualified annuities described in SECURE Act §401(b)(4)(B).
- 6.2 **Effective Date.** Except as provided in Section 6.4, Article 6 will apply to Participants who die on or after the Effective Date of this Article. Generally, the Effective Date of this Article is January 1, 2020. In the case of a governmental plan (as defined in Code §414(d)), the Effective Date of this Article is January 1, 2022. The Effective Date of this Article 6 in the case of a collectively-bargained plan will be the date determined in SECURE Act §401(b)(2). See Section 6.5 regarding the limited application of this Article to certain accounts of Participants who died before the Effective Date of this Article.
- 6.3 **Death before RBD.** If the Participant dies before the Participant's RBD, the Plan will distribute or commence distribution of the Participant's Vested Accrued Benefit not later than as follows:
- (a) **No Designated Beneficiary** If there is no Designated Beneficiary as of September 30 of the year following the calendar year of the Participant's death, the Beneficiary's entire interest will be distributed under the 5-Year Rule.
 - (b) **Eligible Designated Beneficiary.** If the distributee of a Participant's account is an Eligible Designated Beneficiary, the Beneficiary's entire interest will be distributed under the Life Expectancy Rule unless the 10-Year Rule applies. The Employer may elect application of the Life Expectancy rule or the 10-Year Rule in Section 2.6. In the absence of an election in Section 2.6, the Plan's provisions with regard to election of the 5-Year Rule will apply, substituting the 10-Year Rule for the 5-Year Rule. A permitted Beneficiary election must be made no later than the earlier of December 31 of the calendar year in which distribution would be required to begin under the Life Expectancy Rule, or by December 31 of the calendar year which contains the tenth anniversary of the Participant's (or, if applicable, surviving spouse's) death.
 - (c) **Other Designated Beneficiaries.** If the distributee of the Participant's account is a Designated Beneficiary who is not an Eligible Designated Beneficiary, then the Beneficiary's entire interest will be distributed under the 10-Year Rule.

(d) 10-Year Rule. If distribution of a deceased Participant's account thereof is subject to the "10-Year Rule," then the Plan will distribute the account in full no later than December 31 of the tenth year following the year of the Participant's death. No RMDs are required to be distributed from the account prior to that date.

- 6.4 **Death after RBD.** If the Participant dies on or after the Participant's RBD, the Participant's remaining interest will be distributed at least as rapidly as under the method of distribution being used as of the date of the participant's death, using the Life Expectancy Rule, as, and to the extent, provided by applicable guidance. If the Beneficiary is a Designated Beneficiary that is not an Eligible Designated Beneficiary, the Plan will distribute the remaining account in full no later than December 31 of the tenth year following the year of the Participant's death.
- 6.5 **Beneficiary Death.** If an Eligible Designated Beneficiary receiving distributions under the Life Expectancy Rule dies before receiving distribution of the Beneficiary's entire interest in the Participant's account, the Plan will distribute that interest in full no later than December 31 of the 10th year following the year of the Eligible Designated Beneficiary's death. Similarly, if a Participant died before the Effective Date of this Article 6, and the beneficiary died after such Effective Date, but prior to receiving full distribution of the beneficiary's interest, the Plan will distribute that interest in full no later than December 31 of the tenth year following the year of the beneficiary's death.
- 6.6 **Age of Majority.** If a child of the Participant was receiving distributions under the Life Expectancy rule, when the child reaches the age of Majority, the Plan will distribute the child's account in full no later than 10 years after that date, provided the child is not otherwise an Eligible Designated Beneficiary, such as a disabled or chronically ill individual.
- 6.7 **Definitions; operating rules.** The following definitions and operating rules apply for this Article 6 and Section 2.6:
- (a) An "**RMD**" is a Required Minimum Distribution as described in Code §401(a)(9).
 - (b) A Participant's "**RBD**" is the Participant's Required Beginning Date as described in Code §401(a)(9)(C) and the Plan. Also see Section 5.2.
 - (c) A distributee of a Participant's account is a "**Designated Beneficiary**" if the distributee is an individual or trust who is a beneficiary of the account (whether pursuant to a designation by the Participant or application of the Plan terms) and who is a designated beneficiary under Code §401(a)(9) and Treas. Reg. §1.401(a)(9)-4, Q&As-4 and -5.
 - (d) An individual is an "**Eligible Designated Beneficiary**" of a Participant if the individual qualifies as a Designated Beneficiary and is (1) the Participant's spouse, (2) the Participant's child who has not reached the age of Majority, (3) an individual not more than 10 years younger than the Participant, (4) a disabled individual, as defined in Code §72(m)(7), or (5) an individual who has been certified to be chronically ill (as defined in Code §7702B(c)(2)) for a reasonably lengthy period, or indefinitely. Certain trusts may be treated as Eligible Designated Beneficiaries pursuant to Code §401(a)(9)(H)(iv) and (v).
 - (e) Whether a child has reached the age of "**Majority**" is determined under Code §401(a)(9)(F) and applicable regulations and guidance issued thereunder.
 - (f) The "**Life Expectancy Rule**" for distributing RMDs is described in Code §401(a)(9)(B)(iii) and is further described in the Plan.
 - (g) The "**5-Year Rule**" for distributing RMDs is described in Code §401(a)(9)(B)(ii) and is further described in the Plan.
 - (h) The "**10-Year Rule**" is described in Section 6.3(d).

(i) **Shorter period.** Section 2.6 may specify a shorter period to be used in place of the tenth year after the death of a Participant or Beneficiary.

(j) **Separate share rule.** All references in this Article to a Participant's Account and a Beneficiary's interest in that account will be applied separately to each separate account determined under Treas. Reg. §1.401(a)(9)-8, Q&A 2 and 3, and Code §401(a)(9)(H)(iv).

ARTICLE 7 EXTENSION OF 5-YEAR RULE FOR RMDs – CARES §2203

- 7.1 **Application.** This Article 7 will apply only to Defined Contribution plans, including 401(k) Plans, Profit-Sharing Plans, Money Purchase Pension Plans, 403(b) Plans, and 457(b) Plans sponsored by governmental employers. It does not apply to Defined Benefit Plans or to 457(b) Plans sponsored by tax-exempt employers. It does not apply if the Employer has selected Section 2.7(b); otherwise, it is effective January 1, 2020.
- 7.2 **Waiver; default provision.** The beneficiary of an Applicable Participant Account will have the option to extend the deadline to distribute the account for one year. The default in the absence of a beneficiary election will be to extend the distribution, unless the Employer elects in Section 2.7(a) for the default to be not to extend unless the beneficiary requests it.
- 7.3 **Definitions.** The following definitions apply for this Article 7 and Section 2.7:
- (a) "RMDs" means required minimum distributions described in Code §401(a)(9).
- (b) The "5-Year Rule" for distributing RMDs is described in Code §401(a)(9)(B)(ii) and is further described in the Plan.
- (c) "Applicable Participant Account" means the remaining account of a Participant who died during the years 2015-2019, to the extent the account is subject to the 5-Year Rule.

ARTICLE 8 LONG-TERM PART-TIME EMPLOYEES – SECURE §112

- 8.1 **Application.** This Article 8 will apply only if the Plan is a 401(k) Plan that permits elective deferrals. It is effective for Plan Years beginning after December 31, 2020.
- 8.2 **LTPT Employee Deferrals.** An LTPT Employee will be eligible to make Elective Deferrals to the Plan. An LTPT Employee enters the Elective Deferral portion of the Plan on the Employee's LTPT Entry Date if the Employee is still an LTPT Employee on that Entry Date. The provisions of the Plan relating to rehired employees, breaks in service, and change in status will apply to LTPT Employees.
- 8.3 **Limited Participation.** An LTPT Employee who is eligible to make Elective Deferrals under Section 8.2 will be a Participant solely with regard to Elective Deferrals and related Account Balances. Except as otherwise provided in Section 2.8(a), an LTPT Employee will not be eligible (1) to receive any employer contributions, including top-heavy minimum allocations and safe harbor contributions, (2) to make after-tax Employee voluntary contributions, (3) to make rollover contributions (unless otherwise permitted under the Plan's administrative policies related to rollover contributions), or (4) to make deemed IRA contributions described in Code §408(q).
- 8.4 **Satisfaction of Eligibility Conditions.** If and when an LTPT Employee becomes a Regular Participant, the individual will no longer be an LTPT Employee, but will instead participate in the Plan in the same manner as other Regular Participants, except as provided in Section 8.5.
- 8.5 **Vesting.** For purposes of applying any vesting schedule in the Plan applicable to Employer contributions other than elective deferrals, an LTPT Employee or a Regular Participant who was previously an LTPT Employee (1) will be credited with a Year of Service for each vesting computation period during which the

Employee was credited with more than 500 Hours of Service (or such lower requirement as may apply to Regular Participants) in such period, and (2) will not be credited with a break in service for any vesting computation period unless the Employee has no more than 500 Hours of Service in such period. The Plan Administrator may optionally apply any simplified method of determining years of service under this Section announced by the IRS.

8.6 **Testing.** Pursuant to Code §401(k)(15)(i)(II), the Plan Administrator may elect to exclude LTPT Employees from coverage testing under Code §410(b), the ADP test of Code §401(k)(3), the ACP test of Code §401(m)(2), and other nondiscrimination testing under Code §401(a)(4).

8.7 **Application of Elective Deferral Provisions.** Except as otherwise provided in Section 2.8(b), all provisions of the Plan related to Elective Deferrals which apply to Regular Participants also apply to LTPT Employees who are eligible to defer, including as applicable (1) eligibility to make Roth deferrals, (2) automatic enrollment provisions, (3) automatic escalation provisions.

8.8 **Definitions.** The following definitions apply for this Article 8 and Section 2.8:

(a) An “**LTPT Employee**” means a long-term part-time employee described in Code §§401(k)(2)(D) and 401(k)(15). Specifically, an LTPT Employee is an Employee, other than an LTPT Excluded Employee, who has not entered the Plan as a Regular Participant, but who is credited with at least three (3) consecutive Eligibility Computation Periods beginning after December 31, 2020 with at least 500 Hours of Service in each and who has attained the LTPT Minimum Age.

(b) With regard to an LTPT Employee, the “**LTPT Entry Date**,” unless otherwise specified in Section 2.8(c), is the earlier of the first day of the first month or the seventh month of the Plan Year immediately following or coincident with the date an Employee becomes an LTPT Employee. In no event will the LTPT Entry Date exceed the maximum delay in participation specified in Code §410(a)(4).

(c) An “**LTPT Excluded Employee**” refers to a Union Employee or a Nonresident Alien and those individuals described in Section 2.8(d). However, in no event will an Employee be an LTPT Excluded Employee merely because the Employee failed to satisfy a service condition, or is a part-time, seasonal, or temporary employee. In no event will an Employee be an LTPT Excluded Employee to the extent such an exclusion is not permitted under applicable IRS guidance.

(d) The “**LTPT Minimum Age**” is 21 unless Section 2.8(e) specifies a different age (or waives the LTPT Minimum Age). The LTPT Minimum Age shall not exceed 21.

(e) An Employee is a “**Regular Participant**” if the Employee has satisfied all conditions to enter the Plan (or any portion thereof) determined without regard to this Article 8, including those relating to the Employee’s entry date. An LTPT Employee becomes a Regular Participant on such entry date.

(f) A “**Union Employee**” is an employee described in Code §410(b)(3)(A).

(g) A “**Nonresident Alien**” is an employee described in Code §410(b)(3)(C).

ARTICLE 9 QACA MAXIMUM AUTOMATIC DEFERRAL – SECURE §102

9.1 **Application.** This Article 9 will apply only if (1) the Plan is a 401(k) Plan or a 403(b) Plan, and (2) the Employer elects in Section 2.9 for this Article 9 to apply, effective on the date specified in Section 2.9(a).

9.2 **Higher Maximum Contribution.** If the Plan includes a QACA, then the automatic deferral percentage which applies to a Participant (referred to as the “qualified percentage” in Treas. Reg. §1.401(k)-12(j)(2)) shall not exceed 10% of the Participant’s Compensation during the Initial Period and shall not exceed 15% of the Participant’s Compensation after the Initial Period.

- 9.3 **Validation; Policy.** If the Employer amends or has amended the plan (effective for a Plan Year beginning on or after the effective date specified in Section 2.9) to provide for an automatic deferral percentage which does not exceed the limitations of Section 9.2, the amendment is valid notwithstanding any limitations contained in any provision of the Plan which would limit the automatic deferral percentage to 10%. The Plan Administrator may adopt a reasonable, uniform policy in applying the increased limit provided by this Article 9 to QACA automatic escalation provisions in effect prior to the effective date of the Article.
- 9.4 **Definitions.** The following definitions apply for this Article 9 and Section 2.9:
- (a) “QACA” means a Qualified Automatic Contribution Arrangement described in Code §401(k)(13).
- (b) The “Initial Period” for a Participant begins when the Participant first has contributions made pursuant to a default election under the QACA for a Plan Year and ends on the last day of the following Plan Year.

ARTICLE 10
IN-SERVICE PENSION DISTRIBUTIONS – BAMA §104

- 10.1 **Application.** This Article 10 will apply only if (1) the Plan is a Money Purchase Pension Plan, a Defined Benefit Plan, or a Governmental 457(b) Plan, or, as described in Section 10.3, a 401(k) or Profit-Sharing Plan, and (2) the Employer elects in Section 2.10 for this Article 10 to apply, effective on the date specified in Section 2.10(a).
- 10.2 **Distribution at 59½.** A Participant can take an in-service distribution at age 59½, or, if later, the age (if any) specified in Section 2.10(b). Such a distribution will be limited to the vested portion of the Participant’s accrued benefit or account and will be subject to all Plan provisions related to in-service distributions. If the Plan is a Governmental 457(b) Plan, the Plan can operationally permit distributions as early as January 1 of the calendar year the Participant attains 59½ (or such later age).
- 10.3 **Limited application to Profit-Sharing Plans.** If the Employer elects in Section 2.10 for this Article 10 to apply, this Article 10 will apply to an account in a 401(k) Plan or a Profit-Sharing Plan which holds assets transferred from a Money Purchase Pension Plan or a Defined Benefit Plan.

ARTICLE 11
DISTRIBUTIONS OF DISCONTINUED LIFETIME INCOME INVESTMENTS – SECURE §109

- 11.1 **Application.** This Article 11 will apply only if (1) the Plan is a Defined Contribution Plan, a 403(b) Plan, or a Governmental 457(b) Plan. It is effective for Plan Years beginning after December 31, 2019.
- 11.2 **Distributions authorized.** The Plan Administrator may authorize Participants to request, and as soon as practical after a Participant makes the request, the Plan will make a distribution of a Discontinued Lifetime Income Investment. Distribution under this Article is limited to the 90-day period prior to the date on which the Lifetime Income Investment is no longer authorized to be held as an investment option under the Plan. Such distribution will be in the form of a Qualified Distribution, or in the form of a Qualified Plan Distribution Annuity Contract, as determined by the Plan Administrator. The Plan Administrator will administer this section in a reasonable, nondiscriminatory manner, and may authorize distributions of some Discontinued Lifetime Income Investments and not others.
- 11.3 **Definitions.** The terms “Lifetime Income Investment,” “Qualified Distribution” and “Qualified Plan Distribution Annuity Contract” have the meanings set forth in Code §401(a)(38)(B). A “Discontinued Lifetime Income Investment” is a Lifetime Income Investment which will no longer be authorized to be held as an investment option under the Plan.

ARTICLE 12
UPDATED LIFE EXPECTANCY TABLES – TREAS. REG. §1.401(a)(9)-9

- 12.1 **Application.** This Article 12 will apply to all plans and is effective for distribution calendar years beginning on or after January 1, 2022.
- 12.2 **New RMD Tables.** Any Plan reference to the life expectancy tables detailed in Treas. Reg. §1.401(a)(9), such as the Uniform Life Table, the Single Life Table, or the Joint and Last Survivor Table, refers to these tables as published in Treas. Reg. §1.401(a)(9)-9 from time to time, and is subject to adjustment as described in Treas. Reg. §1.401(a)(9)-9(f).

**ARTICLE 13
ADOPTION OF PLAN AFTER YEAR END – SECURE §201**

- 13.1 **Application.** This Article 13 will apply only if the Plan is a Qualified Plan. It is effective for Plan Years beginning after December 31, 2019.
- 13.2 **Retroactive Plan Adoption.** If the Employer adopted the underlying Plan to which this Amendment relates after the close of a taxable year, but prior to the due date (including extensions) of the Employer’s federal income tax return for that taxable year, the Plan is treated as having been adopted as of the last day of the taxable year if the Plan’s initial effective date is any date within that taxable year. However, no Participant may make elective deferrals to the Plan prior to the date it was adopted.

**ARTICLE 14
DIFFICULTY OF CARE PAYMENTS – SECURE §116**

- 14.1 **Application.** This Article 14 will apply only if the Plan is a Defined Contribution Plan or a 403(b) Plan. It is effective for Plan Years beginning after December 31, 2015.
- 14.2 **Inclusion in 415 Compensation.** The amount of a Participant’s Compensation for purposes of determining the annual addition limit under Code §415(c)(1)(B) is increased by the amount of Difficulty of Care Payments the Employer makes to the Participant.
- 14.3 **Definition.** A “Difficulty of Care Payment” is a payment described in Code §131(c)(1) made in connection with qualified foster individuals.

**ARTICLE 15
403(b) TERMINATION DISTRIBUTIONS – SECURE §110**

- 15.1 **Application.** This Article 15 will apply only if the Plan is a 403(b) Plan. It is effective January 1, 2009.
- 15.2 **Custodial Accounts.** In connection with distributions upon termination of the Plan, the Plan may treat the delivery of a custodial account as a distribution, pursuant to Rev. Rul. 2020-83.

**ARTICLE 16
REPEAL OF DEEMED IRA MAXIMUM AGE – SECURE §107**

- 16.1 **Application.** This Article 16 will apply only if the Plan permits deemed IRA contributions (sometimes called “designated IRA” contributions) described in Code §408(q). It is effective January 1, 2020.
- 16.2 **No Maximum Age.** To the extent the Plan otherwise permits a Participant to make deemed IRA contributions, the Participant may make such contributions regardless of whether the Participant has attained age 70½ or any other age.

This Amendment has been executed this _____ day of _____, _____.

Name of Employer: Borough of Carroll Valley

By: _____

SUMMARY PLAN DESCRIPTION MATERIAL MODIFICATIONS

This is a Summary of Material Modifications regarding the Borough of Carroll Valley 457 Deferred Compensation Plan ("Plan"). This is merely a summary of important changes to the Plan and information contained in the Summary Plan Description ("SPD") previously provided to you. It supplements and amends that SPD so you should retain a copy of this document with your copy of the SPD. If you have any questions, contact the Administrator. If there is any discrepancy between the terms of the Plan, as modified, and this Summary of Material Modifications, the provisions of the Plan will control.

REQUIRED MINIMUM DISTRIBUTIONS. The law requires that retirement plans distribute funds at least as rapidly as specified in the required minimum distribution (RMD) rules. The Plan has been amended to conform to recent changes in those rules. The law now requires complete distributions to some beneficiaries of deceased participants within 10 years after death. Additionally, distributions to a participant must generally begin by April 1 of the calendar year following the year the participant turns age 72 (or, in some cases, when the participant retires, if later). Previously, the age was 70½. For more information, see [IRS Publication 590-B](#). Certain beneficiaries of participants who died during the years 2015-2019 were required to take distribution of their benefits by December 31 of the 5th year following the year the participant died. These participants can extend the distribution by one year.

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 Client Service Representative Name:
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This Agreement is voluntary. This Agreement is only required if you want to electronically sign and receive the Document Package.

If you do not want to electronically sign and receive the Document Package, do not check the ‘I agree to use electronic records and signatures’ box. If you do not want to electronically sign the Document Package, contact Empower Retirement for a standard PDF file that you can print and execute with wet signatures and return via regular mail. If you have any problems accessing PDF documents, contact Empower Retirement to discuss alternative arrangements. Note that even if you agree to electronically sign the Document Package, in the future after receiving an electronic document package, you will be able to choose whether or not to electronically sign that document or ask for another version to sign.

Please confirm your acceptance by checking the ‘I agree to use electronic records and signatures’ box. By checking this box, you acknowledge that you have carefully and thoroughly read the information below, you can access this information electronically to your satisfaction, and you agree to these terms and conditions:

1. Definitions:

The words “you” and “your” mean the account owner of the account..

“Empower Retirement” and the words “we,” “our,” and “us” mean Great-West Life & Annuity Insurance Company and its affiliates, successors, and assigns, including but not limited to Great-West Life & Annuity Insurance Company of New York, Great-West Funds, Inc., Great-West Trust Company, LLC, Great-West Capital Management, LLC, Advised Assets Group, LLC, GWFS Equities, Inc., and FASCore, LLC as applicable.

2. **Scope of this Agreement:**

This Agreement only applies to the electronic signatures and electronic delivery of the Document Package. This Agreement does not apply to any situation by law or otherwise that requires you to provide written notice or document to us, which must be done on paper unless we provide instruction to you how to deliver the item to us electronically. We may, in our sole discretion, choose to provide you with any document on paper, even if you have authorized electronic delivery.

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By accepting this Agreement, you consent to use electronic signatures for the Document Package, and you agree that electronic signatures shall be deemed to be legally equivalent to actual physical signatures. The electronic signature process will be facilitated through DocuSign, Inc., which is separate company retained by us to facilitate this service, but has no other affiliation with Empower Retirement. One or more electronic documents will be included in an electronic envelope on the DocuSign system and a link to the envelope will be e-mailed to you. These electronic documents may include but are not limited to service and account agreements between you and us, along with transaction forms and other documents related to your account with us.

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Additionally, subject to our document retention procedures, you may contact us and request another electronic or paper copy of the Document Package. If you wish for us to send you paper copies of any such documents, you will be charged a \$0.00 per-page fee.

You may request a paper copy of the Document Package by contacting Empower Retirement directly with your request.

8. Required Hardware and Software:

Operating Systems:	Windows XP, Windows Vista®, Windows® 7, Windows® 8 or higher; Mac OS® X or higher
Browsers:	Final release versions of Internet Explorer® 9.0 or above (Windows only); Mozilla Firefox 35 or above (Windows and Mac); Safari™ 7.0 or above (Mac only), Chrome 40 or above
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 minimum
Enabled Security Settings:	Allow per session cookies; Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

These minimum requirements are subject to change. If these requirements change before the Document Package is fully executed, you will be asked to re-accept this Agreement. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

9. **DocuSign**

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We have entered into an agreement with DocuSign, Inc. (“DocuSign”) to make their electronic system available to facilitate your receipt and electronic signature of the Document Package. Your use of the DocuSign system is subject to the terms and conditions of DocuSign’s system. We are not responsible for the DocuSign system and we disclaim any representations and all warranties regarding the DocuSign system.

10. **Acknowledgement and Consent:**

To confirm to us that you can access this information electronically, please verify that you were able to read this Agreement and that you also were able to: print on paper or electronically save for your future reference and access, or that you were able to e-mail to an address where you will be able to print on paper or save it for your future reference and access. By checking the ‘I agree to use electronic records and signatures’ box, I confirm that:

- I meet the required hardware and software requirements listed above;
- I can access and read this Agreement;
- I can print on paper the Document Package or save or send the Document Package to a place where I can print it for future reference and access;
- I have read this Agreement and agree to be bound by its terms and conditions.

10. **Contacting Empower Retirement**

Please contact us to let us know of changes as to how we may contact you electronically, to request paper copies of certain information to us, and to withdraw your consent to receive the Document Package:

To contact us by e-mail: retirementsolutionservice@empower-retirement.com

To contact us by phone: 866-317-6586

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To Whom It May Concern,

My name is Bethany Martin. My husband Jordan and I are interested in purchasing 33 Mason Dixon Trail. We currently reside on 31 Mason Dixon Trail and would like to add to our property. I am writing this letter to ask for the borough to sell this lot in a public auction as soon as possible. We're aware that we need to pay for the appraisal of the land and are willing to do so. Please let us know when and how the borough would like to proceed. Thank you for your time and assistance in this matter.

Sincerely,
Bethany and Jordan Martin

Bethany Cell Phone- 717-253-0574 (Please do not hesitate to reach out with further questions.)



ADAMS COUNTY
CONSERVATION DISTRICT

Conserving Natural Resources for Our Future

October 7, 2022

Carroll Valley Borough
5685 Fairfield Rd.
Fairfield, PA 17320

Dear Borough Council President,

As you may know, 2022 marks the 75th anniversary of the establishment of the Adams County Conservation District (ACCD) by the Adams County Board of Commissioners. The ACCD Board of Directors believes that this milestone year provides a good opportunity to evaluate past and future programming and to update the Memorandum of Understanding (MOU) with our municipal partners in Adams County. The last time this municipal MOU was revised was 2012.

Many things have changed in the past 10 years, but the ACCD continues to recognize that working with our local municipalities is one of our greatest partnerships to jointly promote the *voluntary* conservation and good stewardship of the natural resources within your municipality and Adams County.

This letter is to notify your municipality that the ACCD has finalized and approved a revised MOU for your consideration, and to provide (2) two original counterparts of the MOU which are enclosed herewith for the municipality's review, authorization and execution. This letter also notifies the municipality of ACCD's intention to terminate any previous versions of this MOU with your municipality. While we believe this revised MOU has multiple benefits, most importantly the updated document provides a more comprehensive understanding of all the programs ACCD is currently administering within your municipality. Additionally, the revised MOU clarifies the mutual responsibilities of the parties and confirms that both parties plan to make a good faith effort, within the limits of our capabilities, to assist each other to protect the natural resources in your municipality.

We hope that you find this revised MOU to be mutually beneficial and your municipality approves this document. Please return (1) one fully executed original of the enclosed counterparts to ACCD. If you have any questions or need someone to attend your meeting in person, please feel free to reach out to ACCD's District Manager, Adam McClain, at 717-334-0636 or amcclain@adamscounty.us.

Thank you for your time and consideration of the foregoing.

Carl Keller Jr, Chairman
Adams County Conservation District Board of Directors

cc: Sherri Clayton-Williams, Adams Co Planning Office



MEMORANDUM OF UNDERSTANDING
Between the
Adams County Conservation District (District)
and the

_____ (Municipality)

(name of municipality)

This Memorandum of Understanding (MOU) has been prepared and agreed upon by both parties for the following purpose:

To jointly promote the voluntary conservation and good stewardship of the natural resources, on lands both public and private, within the Municipality, in order to control accelerated erosion, reduce nutrient runoff and prevent sedimentation to the waters of this Commonwealth from earth disturbance activities and other land uses, thus assuring the health, safety and general welfare of the residents of both the Municipality and Adams County.

ADAMS COUNTY CONSERVATION DISTRICT within the limits of its capabilities, will make a good faith effort to:

Administer the Pennsylvania delegated Chapter 102 Erosion and Sediment Control rules and regulations and the National Pollutant Discharge Elimination System (NPDES) permit program by reviewing erosion and sediment control (E&S) plans and administratively reviewing NPDES permit applications. Program administration includes inspections of earth disturbance activities, E&S and NPDES outreach, and copying the Municipality of all formal correspondence for projects within the Municipality. Program administration does not include technical review of stormwater management for NPDES permitted projects or other stormwater management plans on behalf of the Municipality. Further, program administration does not include review or approval of E&S plans for earth disturbance activities of less than 0.991 acre when not otherwise required by state regulation, even if such review is required by ordinance of the Municipality.

Provide landowners with technical and possible financial assistance where best management practices (BMP) could voluntarily be implemented to reduce nutrient and sediment runoff.

Support the Municipality's conservation outreach and conservation initiatives by assisting in the identification of funding opportunities to implement BMP projects that reduce nutrient and sediment runoff including Municipal Separate Storm Sewer System (MS4) permit requirements.

Administer the Pennsylvania delegated Nutrient Management and Manure Management Program by reviewing Nutrient Management plans, conducting required annual onsite status reviews and complaint investigations, and providing technical assistance to landowners impacted by the program requirements.

Conduct inspections in response to complaints regarding agricultural earth disturbance activities, including agricultural plowing and tilling or animal heavy use areas.

Follow state directives to provide tick surveillance and mosquito-borne disease surveillance, education, habitat reduction, and control.

Assist the Municipality in creating a more environmentally and economically sustainable dirt, gravel, and low volume roads network through identifying problem areas, verifying worksite eligibility, and providing options for financial assistance.

_____ within the limits of its capabilities, will make a good faith effort to:
(name of municipality)

Notify the District within 5 days of receipt of an application for a building or other permit involving an earth disturbance activity consisting of 0.991 acre or more.

Comply with the PA Chapter 102.43 requirement that municipalities may not issue a building or other permit to a project proposing or conducting earth disturbance activities consisting of 0.991 acre or more until the District or State acknowledges coverage under a NPDES permit.

Provide the District's *Erosion and Sediment Control Flowchart* (Appendix A) to applicants seeking building or other permits proposing earth disturbance activities to educate the applicant of the State's requirement to have an E&S plan for projects disturbing 5,000 square feet or more and to implement E&S BMPs in order to minimize the potential for accelerated erosion and sedimentation, including those activities which disturb less than 5,000 square feet.

Notify the District within 5 days of receipt of an application for a building or other permit involving an earth disturbance activity in a PA Chapter 93 designated High Quality or Exceptional Value watershed.

Forward all third-party erosion and sediment control related complaints resulting from active earth disturbance activities to the District as soon as possible.

Receive District Board of Directors approval prior to assigning responsibilities to the District provided for in any ordinance of the Municipality.

Assist the District in identifying Municipality-owned property where trees could be planted, trees could be planted along a stream, or a meadow could replace turf grass.

Review existing weed and other ordinances of the Municipality to allow for the implementation of conservation projects on public and private property.

Notify the District of an application for a building or other permit involving new animal housing or the expansion of existing animal housing.

It is Mutually Agreed That:

This MOU shall become effective on the date of its complete execution by both parties and is intended to supersede and supplant all previous MOUs or agreements entered into by and between the parties on the subject matter of this MOU. This MOU should be reviewed periodically and may be amended, in writing, by mutual consent of both the District and the Municipality. Either the District or the Municipality may terminate this MOU at any time, following a 30-day advance written notice of the intention to terminate to the other party.

ATTEST:

_____ (Municipality)
(municipality name)

Chair or President Date

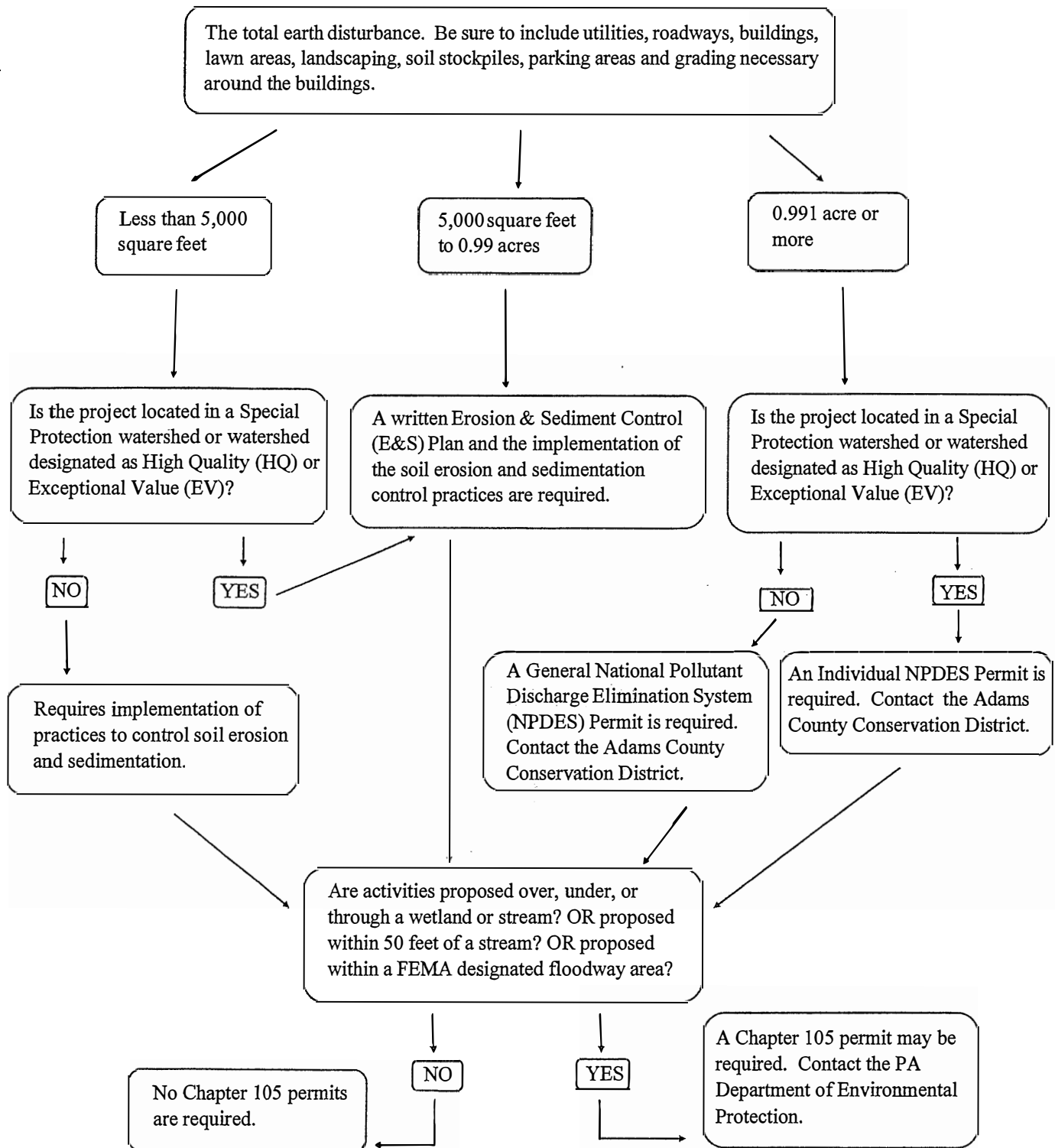
Secretary or Treasurer Date

ADAMS COUNTY CONSERVATION DISTRICT

Carl Keller Jr. 9/15/22
Carl Keller Jr, Chairman Date

Michelle Kirk 8/25/22
Michelle Kirk, Treasurer Date

*Erosion and Sediment Control Flowchart
for Construction and other Earthmoving Activities*



Earth disturbance activity—A construction or other human activity which disturbs the surface of the land, including land clearing and grubbing, grading, excavations, embankments, land development, agricultural plowing or tilling, operation of animal heavy use areas, timber harvesting activities, road maintenance activities, oil and gas activities, well drilling, mineral extraction, and the moving, depositing, stockpiling, or storing of soil, rock or earth materials.

UNFINISHED BUSINESS



November 11, 2022

Memorandum

To: Carroll Valley Borough Council

From: GMS Funding Solutions (GMS)

PA SMALL WATER AND SEWER PROGRAM UPDATE

Carroll Valley Wastewater Treatment Facility Upgrades Project

Awarded: \$425,000

GMS submitted the second and final reimbursement request (\$189,805) in April 2022, which maximized the \$425,000 grant award. The remaining invoices and proofs of payment have been submitted, and the grant has been closed out.

Next Steps: No further action items.

ADAMS COUNTY PARKS, RECREATION, AND GREEN SPACE GRANT PROGRAM

Carroll Valley Path System – Phase I

Awarded: \$25,000

The County approved the requested extensions - the initial request extended the grant to June 30, 2022. The subsequent request extended the grant to Dec. 31, 2022.

Next Steps: GMS will coordinate with the Borough to submit an additional extension request. The Borough should forward project invoices and cancelled check payments to GMS for reimbursement submissions.

H2O PA – WATER SUPPLY, SANITARY SEWER, AND STORM WATER PROJECTS (H2O)

Wastewater Treatment Plant Upgrades

Awarded: \$700,000

The H2O grant expires on June 30, 2023. This Project should not be bid until the PENNVEST funding awards are announced. As a note, the PENNVEST funds can be used as match for the H2O 50% match requirement.

Next Steps: The Borough should continue to forward all engineering invoices and evidence of payments to GMS. The Project should not be bid until PENNVEST funding is finalized.

PENNVEST

Wastewater Treatment Plant Upgrades

Potential Request: \$5,127,264

The initial pre-application meeting with PENNVEST was held on Aug. 3, 2022, and during the meeting, it was discussed that the Project would only be eligible for loan funding. The funding application was submitted on Nov. 2, 2022. The application will be supplemented with the resolution. On Nov. 8, 2022, Tesra from PENNVEST reached out with a few questions on the application. GMS will work with the project team to address the questions and continue through the application review process.

Next Steps: GMS will submit the resolution once passed. GMS will coordinate with the team on the additional information needed to complete the PENNVEST application review process.

COVID-19 ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF)

Request: \$206,303.02 (first tranche); \$206,303.02 (second tranche)

The Borough's SAM registration is active, and it has been updated to connect Gayle Marthers to the account. GMS will coordinate with the Borough for the next SLFRF report, which is due in April 30, 2023.

Next steps: No further action items.

COMMUNITY CONSERVATION PARTNERSHIPS PROGRAM

Carroll Valley Borough Trail

Grant Request: TBD (not to exceed \$150,000)

The Community Conservation Partnerships Program (C2P2) is an eligible program for the Carroll Valley Borough Trail project. C2P2 is a 50% grant / 50% match program. Utilizing the current FSA cost estimate, the total project cost is \$239,375. Grant applications are due in spring 2023.

Next steps: The Borough should decide if it wishes to pursue the grant opportunity. If so, GMS will provide the Borough with an updated resolution to apply to the program during the next Council meeting.

CFA MULTIMODAL TRANSPORTATION FUND (MTF)

Intersection of Routes 16 and 116 Traffic Light

Grant request: TBD

The Borough wishes to install a traffic light at the intersection of Route 16 and Route 116. However, without PA Department of Transportation (PennDOT) approval on the installation of a light, both Commonwealth Financing Authority's (CFA) Multimodal Transportation Fund (MTF) and PennDOT MTF programs will not be an eligible source. PennDOT approval and/or recommendation must be received to install a traffic signal. CFA MTF applications are expected to open in Q1 2023.

Next Steps: The Borough should decide if there are any other opportunities that would align with the CFA MTF program guidelines.

ADAMS RESPONSE AND RECOVERY FUND (ARRF)

Proposed grant request: \$500,000

Applications are currently open and are due on Nov. 21, 2022. The Wastewater Treatment Plant Upgrades project would be an eligible use of funds and, if awarded funds, would decrease the amount of the PENNVEST request (for which the Borough is only loan eligible).

Next Steps: GMS to draft and submit the ARRF application.

PROJECTS TO MONITOR

- **Broadband Initiative**
- **Electronic Vehicle Charging Stations Initiative**
- **Carroll Valley Borough Trail**



NEW BUSINESS

FOR YOUR INFORMATION

**Municipal Services Report
October
2022**

Road Work: 400 Man-Hours

- Road work performed included:
 - Roadside mowing completed for 2022 season
 - Improvements were made on Brenda Trail. It was graded and additional stones were compacted in preparation of hard surfacing in 2023
 - Graded side ditches on East Wind Trail
 - Roadside tree trimming was started and continuing into November
 - Swept Winter Trail

Equipment Maintenance and Repair: 280 Man-Hours

- Municipal Services/Parks/Zoning/STP Departments:
 - EQMS 5 (2017 John Deere boom mower) removed DEF tank, cleaned, reassembled to clear fault code. Fault code re-appeared after several hours of use, John Deere Tech scanned computer to find a malfunctioning DEF head unit. Parts were ordered and tank was again removed. Installed new head unit and put back into service.
 - Trucks were cleaned. MS1 (2021 Mack D/T) was polished to display at Trunk or Treat event.
 - EQMS 11 (2021 Volvo Loader) was cleaned and polished for Trunk or Treat display.
 - Installed chipper box on MS11 (2026 F-550 D/T)
 - Daily greasing and cleaning of filters on EQMS 6 (Bandit Brush Chipper) while roadside tree trimming
 - New steering tires were installed on MS3 (2010 F-550 D/T) and MS11 (2016 F-550 D/T)

 - **Police Department: 5 man-hours**
 - Traveled to Officer Herrings home to replace the battery in PL22 (2017 Dodge Charger-Marked)
 - Transported PL24 (2014 Dodge Charger- Marked) for repairs
 - Replaced wipers on PL20 (2017 Dodge Charger -Unmarked)

Vehicle and Equipment mileage log and fuel usage summary for October 2022 attached.

Parks and Property Maintenance: 203 Man-Hours

- Carroll Commons Park
 - Mowing and trimming-weekly
 - Weed control in flower beds and playground
 - Cleaned and sanitized playground equipment
 - Leveled and smoothed walking path
 - Trenched ditch for underground electric to be installed in the new pavilion and to the Veterans pavilion
 - Cleaned overgrown vegetation and debris from the park creek

- Traveled to Boyer Nurseries to purchase the plants for the Cortner Pavilion
- Removed sod, created a bedding area, and landscaped in front of the Cortner Pavilion
- Ranch Trail
 - Routine maintenance included trash removal
 - Weekly trimming and mowing
 - Cleaned and sanitized playground equipment
 - Replaced light bulbs in the Hertz Pavilion
- Lake Kay Mini Park
 - Routine maintenance consisted of trash collection and removal
 - Mowing and trimming
- Municipal services facility
 - Mowed and trimmed all vegetation on the stockpiles
 - Cleaned shop floors
 - Hauled scrap metal to recycling center

Miscellaneous, Admin and Training: 26 Man-Hours

- Staff Meetings
- Performed Driveway permit inspections
- Met with PennDOT representative to inspect the improvements to Brenda Trail and discuss future road repairs

Sewer Treatment Plant: 8 Man-Hours

- Performed daily operating tasks at the wastewater treatment facility
- 2 Municipal employees attended training for the operations of the jetting machine

Paid Time Off: 111 Man-Hours

- 111 hours- Sick, Comp and Vacation leave

Respectfully Submitted,
Brad A. Sanders
 Brad A. Sanders
 MS Supervisor

Hours/Mileage October 2022					
Vehicle ID/ Equipment ID	Description	Beginning Miles/ Hours	Ending Miles/Hours	Total Miles/Hours	
MS1	2021 Mack Granite	1677	1684	7	
MS3	2010 Ford F550 D/T	48453	48668	215	
MS4	2001 Chevy B/T	81938	82181	243	
MS5	2007 Freightliner Sweeper Truck	15823	15841	18	
MS6	2012 INT 7400 D/T	12953	13051	98	
MS7	1999 Int 5000 D/T	119917	119983	66	
MS8	2015 Mack Granite	13226	13357	131	
MS10	2012 Ford F550 D/T	75231	75554	323	
MS 11	2016 Ford F550 D/t	35785	36251	466	
Total Mileage				1567	
EQMS2	2006 Bobcat Skid loader	834.8	852	17.2	
EQMS3	2021 Volvo loader	66	72	6	
EQMS4	580 John Deere 570B Grader	757	769	12	
EQMS5	6310 John Deere Boom Mower	1489	1492	3	
EQMS6	Bandit Brush Chipper	321.8	342.3	20.5	
EQMS10	2019 JCB Backhoe	1138	1150	12	
EQPK1	2015 Scag Mower	1183	1195	12	
EQPK3	301A John Deere tractor	Hour meter inoperable			
EQPK 6	2018 Simplicity mower	376	382	6	
Total Equipment hours				88.7	

Borough of Carroll Valley WWTP Monthly Report

Month Oct-22

Total Monthly Flow	3.131 MGD
Average Monthly Flow	.101 MGD
Sludge Hauled	16500 Gallons
Chlorine Usage	70 gallons
Total Precipitation	3.64"

Training was conducted on the new jetter with Brad Sanders, Mark Keller, Zack Miller and Sterling Shuyler with the reps from Exeter supply.

Aeration Tanks and diffuser lines were cleaned of debris

Wires to the clarifier were repaired where there was some deterioration of the concrete

Mower and power washer were winterized

A portion of Sanders Rd collection system was cleaned with the new jetter

**- Pump Calculations for Carroll Valley Borough -
Sanders Pump Station
Saturday, October 1, 2022 to Monday, October 31, 2022**

- Date Range Statistics -								
Pump	AVG Cycles	Total Cycles	AVG Draw Down	AVG Runtime	Total Runtime	AVG GPM	AVG Effluent	Total Effluent
1	37	1,164	00:01:15	00:46:57	24:15:30	421	19,811	614,171
2	37	1,163	00:01:15	00:47:01	24:17:41	422	19,876	616,175
3	37	1,164	00:01:12	00:45:29	23:30:09	433	19,745	612,102
						Station:	59,432	1,842,448

- Pump Calculations -								
Device	Num	Station	Pump	Cycles	AVG Draw Down	Runtime	AVG GPM	Effluent
Date: 10/31/2022								
37005		Sanders Pump Station	1	38	00:01:14	00:47:25	423	20,057
37005		Sanders Pump Station	2	38	00:01:15	00:47:30	423	20,092
37005		Sanders Pump Station	3	38	00:01:12	00:45:47	436	19,961
							Station:	60,110
Date: 10/30/2022								
37005		Sanders Pump Station	1	34	00:01:13	00:41:54	418	17,514
37005		Sanders Pump Station	2	33	00:01:13	00:40:39	419	17,032
37005		Sanders Pump Station	3	34	00:01:11	00:40:39	429	17,438
							Station:	51,984
Date: 10/29/2022								
37005		Sanders Pump Station	1	33	00:01:13	00:40:30	421	17,050
37005		Sanders Pump Station	2	33	00:01:13	00:40:35	419	17,004
37005		Sanders Pump Station	3	32	00:01:11	00:38:09	435	16,595
							Station:	50,649
Date: 10/28/2022								
37005		Sanders Pump Station	1	33	00:01:14	00:40:46	421	17,162
37005		Sanders Pump Station	2	33	00:01:14	00:40:49	421	17,183
37005		Sanders Pump Station	3	33	00:01:11	00:39:26	434	17,114
							Station:	51,459

- Pump Calculations -

Device	Num	Station	Pump	Cycles	AVG Draw Down	Runtime	AVG GPM	Effluent
Date: 10/27/2022								
37005		Sanders Pump Station	1	31	00:01:14	00:38:17	420	16,079
37005		Sanders Pump Station	2	31	00:01:13	00:38:12	423	16,158
37005		Sanders Pump Station	3	32	00:01:11	00:38:13	435	16,624
							Station:	48,861
Date: 10/26/2022								
37005		Sanders Pump Station	1	31	00:01:14	00:38:15	422	16,141
37005		Sanders Pump Station	2	32	00:01:13	00:39:26	420	16,562
37005		Sanders Pump Station	3	31	00:01:11	00:37:05	434	16,094
							Station:	48,797
Date: 10/25/2022								
37005		Sanders Pump Station	1	34	00:01:14	00:42:06	417	17,555
37005		Sanders Pump Station	2	33	00:01:14	00:40:55	421	17,225
37005		Sanders Pump Station	3	34	00:01:11	00:40:41	431	17,534
							Station:	52,314
Date: 10/24/2022								
37005		Sanders Pump Station	1	38	00:01:15	00:47:41	421	20,074
37005		Sanders Pump Station	2	38	00:01:15	00:47:45	421	20,102
37005		Sanders Pump Station	3	37	00:01:12	00:44:53	431	19,344
							Station:	59,520
Date: 10/23/2022								
37005		Sanders Pump Station	1	33	00:01:14	00:41:01	417	17,103
37005		Sanders Pump Station	2	34	00:01:14	00:42:09	414	17,450
37005		Sanders Pump Station	3	34	00:01:12	00:40:56	425	17,396
							Station:	51,949
Date: 10/22/2022								
37005		Sanders Pump Station	1	31	00:01:13	00:38:09	417	15,908
37005		Sanders Pump Station	2	30	00:01:14	00:37:03	420	15,560

- Pump Calculations -

Device	Num	Station	Pump	Cycles	AVG Draw Down	Runtime	AVG GPM	Effluent
37005		Sanders Pump Station	3	30	00:01:11	00:35:51	427	15,307
							Station:	46,775
Date: 10/21/2022								
37005		Sanders Pump Station	1	32	00:01:14	00:39:39	423	16,771
37005		Sanders Pump Station	2	33	00:01:14	00:40:59	425	17,417
37005		Sanders Pump Station	3	33	00:01:12	00:39:42	428	16,991
							Station:	51,179
Date: 10/20/2022								
37005		Sanders Pump Station	1	33	00:01:14	00:40:55	422	17,266
37005		Sanders Pump Station	2	33	00:01:14	00:40:59	425	17,417
37005		Sanders Pump Station	3	33	00:01:12	00:39:39	431	17,089
							Station:	51,772
Date: 10/19/2022								
37005		Sanders Pump Station	1	33	00:01:14	00:40:53	423	17,293
37005		Sanders Pump Station	2	32	00:01:14	00:39:36	423	16,750
37005		Sanders Pump Station	3	32	00:01:12	00:38:33	427	16,460
							Station:	50,503
Date: 10/18/2022								
37005		Sanders Pump Station	1	34	00:01:14	00:42:23	422	17,885
37005		Sanders Pump Station	2	34	00:01:14	00:42:26	416	17,652
37005		Sanders Pump Station	3	34	00:01:12	00:41:07	430	17,680
							Station:	53,217
Date: 10/17/2022								
37005		Sanders Pump Station	1	40	00:01:15	00:50:28	426	21,498
37005		Sanders Pump Station	2	40	00:01:15	00:50:23	424	21,362
37005		Sanders Pump Station	3	40	00:01:13	00:48:52	434	21,208
							Station:	64,068
Date: 10/16/2022								
37005		Sanders Pump Station	1	38	00:01:15	00:47:42	421	20,081

- Pump Calculations -								
Device	Num	Station	Pump	Cycles	AVG Draw Down	Runtime	AVG GPM	Effluent
37005		Sanders Pump Station	2	38	00:01:15	00:47:51	416	19,905
37005		Sanders Pump Station	3	38	00:01:13	00:46:17	432	19,994
							Station:	59,980
Date: 10/15/2022								
37005		Sanders Pump Station	1	37	00:01:15	00:46:16	419	19,385
37005		Sanders Pump Station	2	37	00:01:14	00:46:09	420	19,383
37005		Sanders Pump Station	3	37	00:01:12	00:44:51	428	19,195
							Station:	57,963
Date: 10/14/2022								
37005		Sanders Pump Station	1	39	00:01:15	00:48:57	421	20,607
37005		Sanders Pump Station	2	39	00:01:15	00:49:02	419	20,544
37005		Sanders Pump Station	3	39	00:01:12	00:47:22	433	20,509
							Station:	61,660
Date: 10/13/2022								
37005		Sanders Pump Station	1	35	00:01:15	00:43:47	419	18,345
37005		Sanders Pump Station	2	36	00:01:15	00:45:08	420	18,956
37005		Sanders Pump Station	3	36	00:01:12	00:43:44	434	18,980
							Station:	56,281
Date: 10/12/2022								
37005		Sanders Pump Station	1	37	00:01:14	00:46:02	420	19,334
37005		Sanders Pump Station	2	36	00:01:14	00:44:57	419	18,834
37005		Sanders Pump Station	3	36	00:01:13	00:44:03	431	18,985
							Station:	57,153
Date: 10/11/2022								
37005		Sanders Pump Station	1	37	00:01:15	00:46:15	426	19,702
37005		Sanders Pump Station	2	38	00:01:15	00:47:35	421	20,032
37005		Sanders Pump Station	3	38	00:01:11	00:45:24	436	19,794
							Station:	59,528
Date: 10/10/2022								

- Pump Calculations -

Device	Num	Station	Pump	Cycles	AVG Draw Down	Runtime	AVG GPM	Effluent
37005		Sanders Pump Station	1	42	00:01:15	00:52:48	421	22,228
37005		Sanders Pump Station	2	41	00:01:15	00:51:37	420	21,679
37005		Sanders Pump Station	3	41	00:01:13	00:49:56	432	21,571
							Station:	65,478

Date: 10/9/2022

37005		Sanders Pump Station	1	38	00:01:15	00:47:30	418	19,855
37005		Sanders Pump Station	2	39	00:01:18	00:51:04	418	21,345
37005		Sanders Pump Station	3	39	00:01:12	00:47:10	431	20,328
							Station:	61,528

Date: 10/8/2022

37005		Sanders Pump Station	1	38	00:01:14	00:47:14	423	19,979
37005		Sanders Pump Station	2	37	00:01:14	00:46:03	421	19,387
37005		Sanders Pump Station	3	38	00:01:12	00:45:57	431	19,804
							Station:	59,170

Date: 10/7/2022

37005		Sanders Pump Station	1	39	00:01:14	00:48:39	421	20,481
37005		Sanders Pump Station	2	39	00:01:15	00:48:46	426	20,774
37005		Sanders Pump Station	3	39	00:01:12	00:47:05	437	20,575
							Station:	61,830

Date: 10/6/2022

37005		Sanders Pump Station	1	44	00:01:15	00:55:28	426	23,628
37005		Sanders Pump Station	2	45	00:01:15	00:56:46	424	24,069
37005		Sanders Pump Station	3	44	00:01:13	00:53:48	437	23,510
							Station:	71,207

Date: 10/5/2022

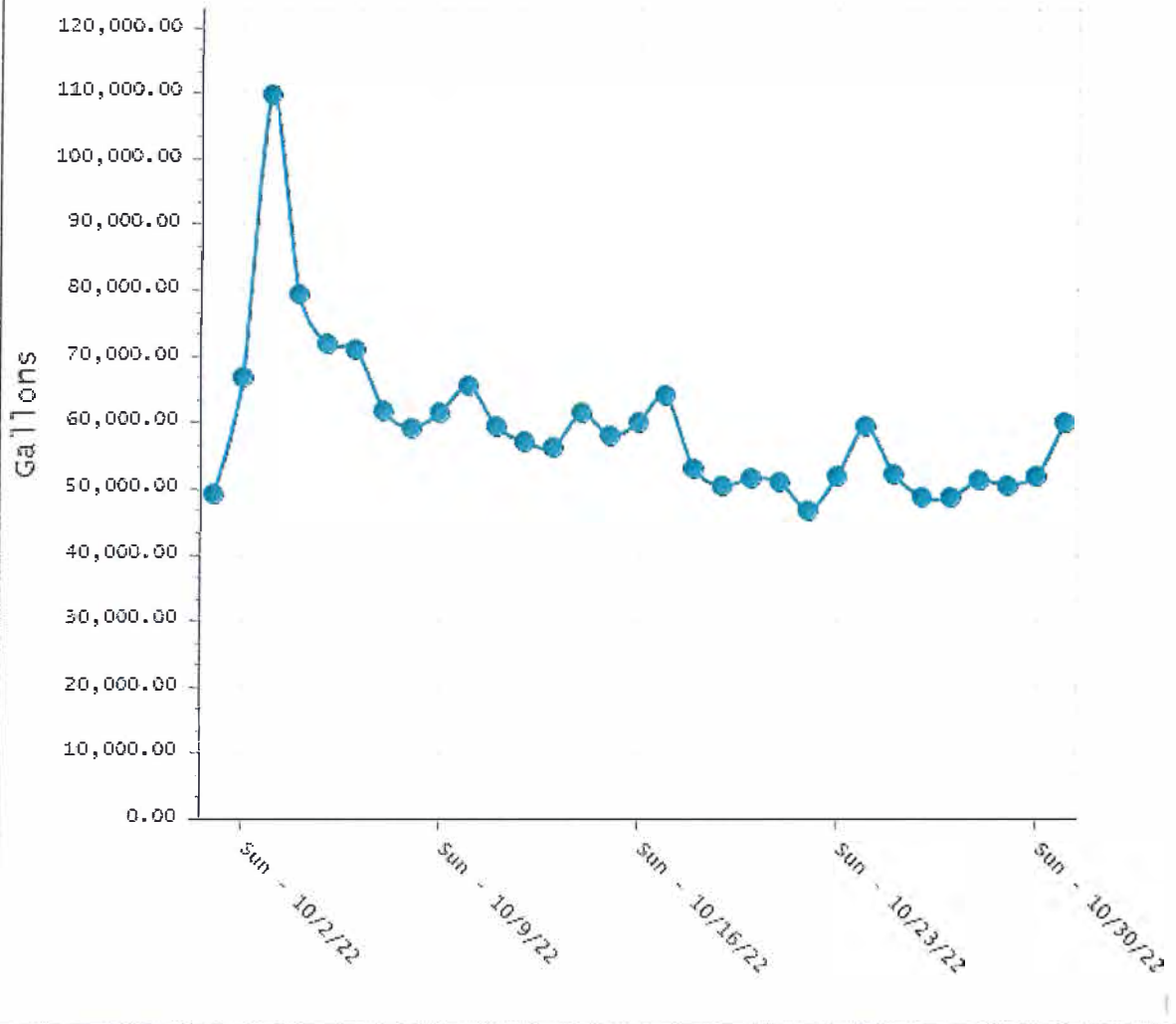
37005		Sanders Pump Station	1	45	00:01:15	00:56:59	418	23,819
37005		Sanders Pump Station	2	44	00:01:15	00:55:43	432	24,069
37005		Sanders Pump Station	3	45	00:01:13	00:55:08	438	24,148

- Pump Calculations -

Device	Num	Station	Pump	Cycles	AVG Draw Down	Runtime	AVG GPM	Effluent
							Station:	72,036
Date: 10/4/2022								
37005		Sanders Pump Station	1	49	00:01:15	01:01:57	423	26,204
37005		Sanders Pump Station	2	50	00:01:15	01:03:17	426	26,958
37005		Sanders Pump Station	3	49	00:01:13	00:59:59	440	26,392
							Station:	79,554
Date: 10/3/2022								
37005		Sanders Pump Station	1	64	00:01:19	01:24:16	432	36,403
37005		Sanders Pump Station	2	64	00:01:18	01:24:05	436	36,660
37005		Sanders Pump Station	3	64	00:01:16	01:21:20	453	36,844
							Station:	109,907
Date: 10/2/2022								
37005		Sanders Pump Station	1	42	00:01:14	00:52:15	428	22,363
37005		Sanders Pump Station	2	41	00:01:14	00:51:07	432	22,082
37005		Sanders Pump Station	3	42	00:01:12	00:50:43	439	22,264
							Station:	66,709
Date: 10/1/2022								
37005		Sanders Pump Station	1	32	00:01:13	00:39:03	420	16,401
37005		Sanders Pump Station	2	32	00:01:13	00:39:05	423	16,532
37005		Sanders Pump Station	3	32	00:01:10	00:37:49	433	16,374
							Station:	49,307

Station Effluent (Outflow)

Sat. 10/1/22 to Mon. 10/31/22



**- Pump Calculations for Carroll Valley Borough -
Liberty Pump Station
Saturday, October 1, 2022 to Monday, October 31, 2022**

- Date Range Statistics -									
Pump	AVG Cycles	Total Cycles	AVG Draw Down	AVG Runtime	Total Runtime	AVG GPM	AVG Effluent	Total Effluent	
1	2	64	00:05:07	00:10:34	05:27:58	141	1,551	48,099	
2	2	65	00:04:53	00:10:15	05:18:11	153	1,575	48,835	
3	0	0	00:00:00	00:00:00	00:00:00	0	0	0	
							Station:	3,126	96,934

- Pump Calculations -								
Device	Num	Station	Pump	Cycles	AVG Draw Down	Runtime	AVG GPM	Effluent
Date: 10/31/2022								
38033		Liberty Pump Station	1	2	00:04:57	00:09:54	153	1,514
38033		Liberty Pump Station	2	3	00:04:50	00:14:32	157	2,281
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	3,795
Date: 10/30/2022								
38033		Liberty Pump Station	1	3	00:04:56	00:14:48	152	2,249
38033		Liberty Pump Station	2	3	00:04:50	00:14:32	158	2,296
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	4,545
Date: 10/29/2022								
38033		Liberty Pump Station	1	3	00:05:00	00:15:01	152	2,282
38033		Liberty Pump Station	2	3	00:04:48	00:14:26	156	2,251
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	4,533
Date: 10/28/2022								
38033		Liberty Pump Station	1	3	00:04:55	00:14:45	153	2,256
38033		Liberty Pump Station	2	3	00:04:50	00:14:30	155	2,247
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	4,503

- Pump Calculations -

Device	Num	Station	Pump	Cycles	AVG Draw Down	Runtime	AVG GPM	Effluent
Date: 10/27/2022								
38033		Liberty Pump Station	1	2	00:04:49	00:09:38	152	1,464
38033		Liberty Pump Station	2	1	00:04:46	00:04:46	153	729
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	2,193
Date: 10/26/2022								
38033		Liberty Pump Station	1	0	00:00:00	00:00:00	0	0
38033		Liberty Pump Station	2	1	00:04:47	00:04:47	152	727
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	727
Date: 10/25/2022								
38033		Liberty Pump Station	1	2	00:04:57	00:09:54	150	1,485
38033		Liberty Pump Station	2	1	00:04:54	00:04:54	153	749
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	2,234
Date: 10/24/2022								
38033		Liberty Pump Station	1	2	00:04:57	00:09:55	150	1,487
38033		Liberty Pump Station	2	2	00:05:00	00:10:00	153	1,530
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	3,017
Date: 10/23/2022								
38033		Liberty Pump Station	1	4	00:05:05	00:20:21	149	3,032
38033		Liberty Pump Station	2	4	00:04:58	00:19:53	153	3,042
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	6,074
Date: 10/22/2022								
38033		Liberty Pump Station	1	1	00:05:00	00:05:00	148	740
38033		Liberty Pump Station	2	2	00:04:48	00:09:36	155	1,488

- Pump Calculations -

Device	Num	Station	Pump	Cycles	AVG Draw Down	Runtime	AVG GPM	Effluent
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	2,228
Date: 10/21/2022								
38033		Liberty Pump Station	1	2	00:04:58	00:09:56	148	1,470
38033		Liberty Pump Station	2	2	00:04:48	00:09:37	153	1,471
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	2,941
Date: 10/20/2022								
38033		Liberty Pump Station	1	2	00:05:07	00:10:15	146	1,496
38033		Liberty Pump Station	2	1	00:04:50	00:04:50	153	739
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	2,235
Date: 10/19/2022								
38033		Liberty Pump Station	1	2	00:05:07	00:10:15	147	1,506
38033		Liberty Pump Station	2	2	00:04:57	00:09:54	153	1,514
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	3,020
Date: 10/18/2022								
38033		Liberty Pump Station	1	1	00:05:01	00:05:01	147	737
38033		Liberty Pump Station	2	1	00:04:46	00:04:46	153	729
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	1,466
Date: 10/17/2022								
38033		Liberty Pump Station	1	1	00:05:06	00:05:06	146	744
38033		Liberty Pump Station	2	2	00:04:54	00:09:48	151	1,479
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	2,223
Date: 10/16/2022								
38033		Liberty Pump Station	1	3	00:05:08	00:15:25	146	2,250

- Pump Calculations -								
Device	Num	Station	Pump	Cycles	AVG Draw Down	Runtime	AVG GPM	Effluent
38033		Liberty Pump Station	2	2	00:04:59	00:09:58	152	1,514
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	3,764
Date: 10/15/2022								
38033		Liberty Pump Station	1	2	00:05:07	00:10:14	143	1,463
38033		Liberty Pump Station	2	2	00:04:56	00:09:52	154	1,519
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	2,982
Date: 10/14/2022								
38033		Liberty Pump Station	1	2	00:05:18	00:10:37	142	1,507
38033		Liberty Pump Station	2	2	00:04:50	00:09:40	156	1,508
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	3,015
Date: 10/13/2022								
38033		Liberty Pump Station	1	2	00:05:20	00:10:41	144	1,538
38033		Liberty Pump Station	2	3	00:04:51	00:14:34	153	2,228
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	3,766
Date: 10/12/2022								
38033		Liberty Pump Station	1	3	00:05:12	00:15:38	146	2,282
38033		Liberty Pump Station	2	3	00:04:59	00:14:59	151	2,262
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	4,544
Date: 10/11/2022								
38033		Liberty Pump Station	1	3	00:05:07	00:15:22	146	2,243
38033		Liberty Pump Station	2	2	00:04:55	00:09:51	150	1,477
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	3,720
Date: 10/10/2022								

- Pump Calculations -								
Device	Num	Station	Pump	Cycles	AVG Draw Down	Runtime	AVG GPM	Effluent
38033		Liberty Pump Station	1	1	00:05:20	00:05:20	143	762
38033		Liberty Pump Station	2	2	00:05:00	00:10:01	151	1,512
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	2,274
Date: 10/9/2022								
38033		Liberty Pump Station	1	4	00:05:18	00:21:12	142	3,010
38033		Liberty Pump Station	2	3	00:04:59	00:14:57	154	2,302
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	5,312
Date: 10/8/2022								
38033		Liberty Pump Station	1	1	00:05:09	00:05:09	142	731
38033		Liberty Pump Station	2	2	00:04:44	00:09:29	154	1,460
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	2,191
Date: 10/7/2022								
38033		Liberty Pump Station	1	1	00:05:16	00:05:16	141	742
38033		Liberty Pump Station	2	1	00:05:06	00:05:06	152	775
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	1,517
Date: 10/6/2022								
38033		Liberty Pump Station	1	1	00:05:17	00:05:17	141	744
38033		Liberty Pump Station	2	1	00:04:50	00:04:50	153	739
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	1,483
Date: 10/5/2022								
38033		Liberty Pump Station	1	2	00:05:18	00:10:36	143	1,515
38033		Liberty Pump Station	2	1	00:04:50	00:04:50	153	739
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0

- Pump Calculations -

Device	Num	Station	Pump	Cycles	AVG Draw Down	Runtime	AVG GPM	Effluent
							Station:	2,254
Date: 10/4/2022								
38033		Liberty Pump Station	1	1	00:05:16	00:05:16	143	753
38033		Liberty Pump Station	2	2	00:04:52	00:09:45	152	1,482
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	2,235
Date: 10/3/2022								
38033		Liberty Pump Station	1	4	00:05:19	00:21:17	144	3,064
38033		Liberty Pump Station	2	3	00:05:01	00:15:05	152	2,292
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	5,356
Date: 10/2/2022								
38033		Liberty Pump Station	1	3	00:05:13	00:15:40	146	2,287
38033		Liberty Pump Station	2	3	00:04:58	00:14:55	154	2,297
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	4,584
Date: 10/1/2022								
38033		Liberty Pump Station	1	1	00:05:09	00:05:09	145	746
38033		Liberty Pump Station	2	2	00:04:44	00:09:28	154	1,457
38033		Liberty Pump Station	3	0	00:00:00	00:00:00	0	0
							Station:	2,203

Station Effluent (Outflow)

Sat. 10/1/22 to Mon. 10/31/22

