



## **BOROUGH COUNCIL AGENDA** **TUESDAY, APRIL 13, 2021 – 7:00 P.M.**

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

### **REGULAR MEETING**

1. **Approval of Minutes: March 9, 2021 Regular Meeting**
2. **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.
3. **Ordinances and Resolutions**
4. **Mayor's Report – R. Harris**
  - a. Police Report
  - b. Around Town
  - c. Upcoming Events & Meetings of Interest
  - d. In Requiem
5. **Fire/EMS/EMA Report**
  - a. Box Card Update from Fountaindale Fire Company – Request to Approve
6. **Committee Reports**
  - a. Committee Resignation – Planning Commission
7. **Administrative Business – Borough Manager**
  - a. Treasurer's Report – March 2021
  - b. 2021 Risk Management Assessment
  - c. 2021 Materials Bid – Request to Award Contracts
  - d. 2021 Repository Sale – Request to Approve
  - e. Cortner Pavilion Renovation RFP – Request to Advertise
  - f. Capital Purchase Request
  - g. Lot Trade Request
8. **Unfinished Business**
  - a. Grant Funding Updates
  - b. Property Maintenance Update
9. **New Business**
10. **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.
11. **Adjournment**

## MAYOR'S REPORT

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# March 2021 Police Report

by  
Chief Richard L Hileman II  
Carroll Valley Borough Police



## Special News / Achievements:

- Patrol Officer Peiffer received a compliment from a citizen who became locked out of his car. The man who has hearing issues called to express his thanks for Peiffer taking the extra time to help him through the incident. He also found another driver that ran out of gas and went the extra mile to get him back on the road.



- With spring and the warmer weather upon us, the police are again receiving calls regarding speeding and dangerous vehicle operation and officers will be focusing on detecting aggressive driving and taking action. Don't let the beautiful weather go to your head, slow down and enjoy it.
- Unemployment fraud is on the rise. With the amount and duration of unemployment benefits being increased with COVID claims, unemployment insurance claims fraud is becoming more prevalent. Criminals are using identifying information from victims to file false unemployment claims. With the strain already felt by the overstretched unemployment office, some of these fraudulent claims are successful. Should you receive a notice that you applied for unemployment that you didn't file, contact that state unemployment office to report it. Most have contact methods on their websites. Do not use the information on the notice just in case the notice itself is fake.





## Monthly Activities:

- Police took reports on two individuals that had their identifying information used to file unemployment claims in other states.



- A fight involving 5 juveniles in Carroll Commons was stopped and the juveniles referred to Juvenile Probation.
- 2 calls occurred outside coverage hours, including a suspicious activity and a domestic disturbance.

## Traffic Enforcement:

- Officers conducted 38 vehicle stops and were called to 1 vehicle crash resulting in 40 citations, faulty equipment notices, and warnings, 10 of which were for unregistered or expired vehicles registrations.



## Upcoming Events:



social distancing will be required under the terms of the permit.

- April 24<sup>th</sup> from about 0900 AM until 0915AM, West Main Street in Fairfield Borough will be closed for the opening day of baseball parade, if PennDOT issues the required permits. Either avoid the area during these times or come down and cheer the teams along the route. Masks and

- April 24<sup>th</sup> from 10AM to 2PM, Carroll Valley Police Department, with Liberty Twp PD, in cooperation with the US Drug Enforcement Agency and Collaborating for Youth, will give the public its 17th opportunity in 9 years to prevent pill abuse and theft by removing from their homes potentially dangerous expired, unused,



and unwanted prescription drugs. Bring your pills for disposal. Find other locations at [http://www.dea diversion.usdoj.gov/drug\\_disposal/takeback/](http://www.dea diversion.usdoj.gov/drug_disposal/takeback/)

## Statistical Measures:

	Mar 2020	Mar 2021	YTD 2020	YTD 2021
Criminal / Mental Health Arrests				
Criminal		5		15
Mental Health				2
Runaways		2		3
Burglaries, Robberies, Thefts		-		-
Residential Burglaries		-		1
Commercial Burglaries		-		-
Armed Robberies		-		-
Strong-Arm Robbery		-		1
Thefts		4		14
Criminal Mischief				
Criminal Mischief (damage to property)		-		1
Assault and Domestic Disputes				
Domestic disputes		4		9
Non-domestic assaults		4		6
Rape / Sexual Assaults		-		-
Drugs				
Disorderly / Drunkenness		2		6
Traffic Related				
Citations / Faulty Equip / Warnings		40		96
Driving under the Influence		-		6
MV Crashes		1		10
Miscellaneous Activities				
Calls from Public		108		332
Officer initiated		38		111
Total CV Calls		146		443

## Vehicle Mileage

	Starting	Ending	Total
2017 Dodge Charger Unmarked	14,876	15,100	224
2017 Dodge Charger Marked	57,581	58,754	1,173
2014 Dodge Charger Unmarked	67,860	69,475	1,615
2014 Dodge Charger Marked	83,158	83,601	443
2010 Ford Exp Marked	83,030	83,030	0
		Total	3,455

## FIRE/EMS/EMA REPORT

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## FAIRFIELD FIRE & EMS

### Fire Report – MARCH, 2021

**Calls for the Month – 26**

**Year to Date Total - 60**

#### Nature of Call(s)

Fire Police -	1
Automatic Fire Alarm	
Structure Fire -	3
Medical Assist	6
Chimney Fire	
Motor Vehicle Accident	2
Wildland Fire	9
Mulch Fire	1
Inside Investigation	1
Wires Down	2
Lockout	1

#### Location of Call(s)

Carroll Valley Borough	8
Fairfield Borough	5
Franklin Township	3
Freedom Township	
Hamiltonban Township	7
Highland Township	1
Liberty Township	1
Gettysburg Borough	1



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INTEROFFICE MEMORANDUM

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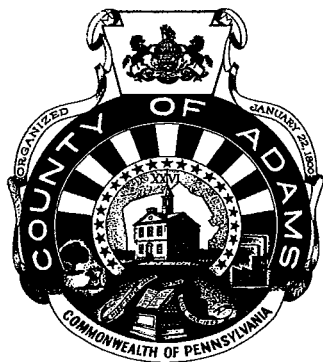


TO: BOROUGH COUNCIL  
FROM: GAYLE MARTHERS, BOROUGH SECRETARY  
SUBJECT: REQUEST FROM FOUNTAINDALE FIRE COMPANY  
DATE: 4/8/2021  
CC: FILE

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Dave Martin, chief of Fountaindale Volunteer Fire Company provided the attached for your review. He is unable to attend the meeting and therefore asked that I share the information and further asked that you consider taking action to approve the request.

Due to the addition of several new incident types, the Box Alarm Card has been amended. Changes are noted in **red** for you. These changes do not result in any change in coverage to the Borough of Carroll Valley or with any of the apparatus that serves the Borough. As the governing body of the municipality being served; this change requires that you act by formal motion to approve.



**Adams County Department of Emergency Services**  
230 Greenmyer Lane  
Gettysburg, Pennsylvania 17325-2313

Telephone (717) 334-8603  
Fax (717) 334-1822  
9-1-1 Center Fax (717) 334-6926

**2021 MUNICIPAL  
BOX ALARM CARD REVIEW FORM**

Prior to submitting any **Box Alarm Card changes** to the Box Card Committee, this form **must** also be completed if the changes meet the standards set out on page 35, Section VII, E-1, of the ACVESA Fire and EMS Communications Standard Operating Guidelines (SOG). Each municipality served by your Company must review and approve the Box Alarm Cards, along with associated maps, for that municipality. Please have all (or a majority) of the Executive Board of the Municipal body sign this form, signifying approval. The Municipal body must also provide documentation certifying that Board or Council approval occurred at a public meeting. The completed form(s), and Box Cards (each initialed by all municipal approving officials), are to be submitted, along with the box card changes, to the Department of Emergency Services.

**We, the municipal officials, have reviewed the Box Alarm Cards which were submitted by the Fire Chief, for his/her portion of our municipality. All Box Card emergency response assignments are satisfactory, and we have seen evidence that they are in accord with any current mutual-aid agreements.**

*Please print or type your name below your signature.*

CARROLL VALLEY BOROUGH

Municipality Name

\_\_\_\_\_  
Municipal Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Municipal Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Municipal Official

\_\_\_\_\_  
Date

FOUNTAIN DALE VOLUNTEER FIRE DEPT  
Fire Company Name

3  
Fire Company Number

BOX:		3-5				DATE:	3-30-2021	
ALARM	ENGINE	TANKER	RESCUE	TRUCK	RIT	BLS	OTHER	TRANSFER
1 <sup>st</sup>	RE3, 2-1	ET3, FL19, FKET6-4, ET23	FKRS6	FKTWR6	4	54-6		
WF	RE2, FL4-2	4, 22, WC9					FKAU10	
2 <sup>nd</sup>	FK6-1, FLRE4	FKET184, FL5, WCET16	FLRE2	FLT2				
3 <sup>rd</sup>	FL2-1, FK102	CAET112, WCET7, FKET134	4					
4 <sup>th</sup>	CC111 FK18-4	ET27, FLET3, E33-3						
R E F E R E N C E  U N I T S	BLS	A54-6, A54-7, FK6-8, FK6-9, FL 4-7, FL 4-8, FL2-7, FL2-8, FK309, FK308, WC79-1, WC79-2, CC59, 54-1, 54-2, FL5-8, FL5-9, FL16-8, FL 3-8, FL3-9, 54-3						
	ALS	54-6, 54-7, 54, 54-1, 54-2, 54-3, FL202, FL204, FK30, WC79-1, WC 79-2, FL7, FL7-7, FL203, FL100						
	ENGINE Local Alarms	RE3, ET3, 2-1, RE2, FK6-1, FKET6-4, FL4-2, FLRE4, FL2-1, FL2-2, FK102, CC11-1, FK18-1, 4-1, FK13-1, 22-1, WC7-2, FLET16, 1-1, 1-2						
	ENGINE Box Alarms	RE3, ET3, 2-1, RE2, FK6-1, FKET6-4, FL4-2, FLRE4, FL2-1, FL2-2, FK102, CC11-1, FK18-1, 4-1, FK13-1, 22-1, WC7-2, FLET16, 1-1, 1-2						
	TANKER	ET3, FL19, FKET6-4, ET23, 4, 22, WC9, FKET184, FL5, WCET16, CAET112, WCET7, FKET134, ET27, FLET3, E33-3, WC13, FLET8, 25, FLET16						
	TRUCK	FKTWR6, FL2, 1, CA5, 5, WC27, FL17,						
	BRUSH	3, SU3, 2, FK6-5, FL 4, 23, FL2, FK106, 4, CC11, WC7, WC9, FK18, FK 13, FL5, FL16						
	RESCUE Local Alarms	RE3, FKRS6, RE2, FLRE4, FLSQ19, FLRE2, 4, FKRS10, WCRE7, 1, 22						
	RESCUE Box Alarms	RE3, FKRS6, RE2, FLRE4, FLSQ19, FLRE2, 4, FKRS10, WCRE7, 1, 22						
	RESCUE TOOL	RE3, FKRS6, RE2, FLRE4, FLS19, FLRE2, FKSQ10, WCRE7, R1, R22						
	R.I.T.	4, FK10, FL2, WC9, <b>WC7, FL16</b>						
	CASCADE	RE3, FKA10, WC 25, R6, FKA4, FKRS24						
	TRAFFIC UNIT	2, 1, FL2, <b>S22, FL3, 14</b>						
	FIRE POLICE	3, 2, FK6, <b>FL4, 4,1</b>	TRANSFER – E		FLRE4, FK6-3, FL2-1, WC9-1, 4-1, FL5-1			
	FOAM	3, FK6, FL19, RE2, FK10	TRANSFER – T		FKET6-4, WC9, WC7, FL5, 22, FLET16			
	BOATS	2, 1, 32, WC20, FK15, CA13	TRANSFER – TK					
	ATV/UTV	FL4, FL5, <b>FK10, 22, 5, 6</b>	TRANSFER – B		FL4, 2, FK6, FL2, WC9, FK10, WC7, 4, FL5			
	REHAB	WC255	TRANSFER – BLS					



INCIDENT	ALARM	ENGINE	TANKER	RESCUE	TRUCK	BRUSH	BLS	OTHER
AFA – RESIDENTIAL		RE3						
AFA – COMMERCIAL		RE3						
STRUCTURE – RES	1 <sup>st</sup>							
STRUCTURE – COM	1 <sup>st</sup>							
BARN	1 & 2							
BRUSH FIRE		ET3				3, SU3		
VEHICLE FIRE – SMALL		RE3	FL19				54-6	Traffic 2
VEHICLE FIRE – LARGE		ET3	FL19				54-6	Traffic 2
OUTSIDE FIRE						SU3, B3		
OUTSIDE INVEST						SU3		
INSIDE INVEST		RE3	ET3, FL19				54-6	
INSIDE GAS LEAK		RE3	FL19	FKRS6			54-6	
OUTSIDE GAS LEAK		RE3		FKRS6				
CO ALARM		RE3						
CO ALARM W/PATIENT		RE3					54-6	
BUILDING COLLAPSE		RE3		FKRS6	FKTWR6		54-6	
MVA – ALS		RE3		FKRS6			54-6	Traffic 2
MVA – BLS		RE3		FKRS6			54-6	Traffic 2
MVA W/FIRE		RE3	FL19	FKRS6			54-6	Traffic 2
MVA W/ENTRAPMENT		RE3		FKRS6			54-6	Traffic 2
MVA INTO STRUCTURE		RE3	FL19	FKRS6	FKTWR6		54-6	Traffic 2
MVA – DEBRIS REMOVAL		RE3						
AIRCRAFT – SMALL		RE3	ET3	FKRS6	FLTWR6		54-6	FLCR19
AIRCRAFT – LARGE		RE3	ET3	FKRS6	FLTWR6		54-6	FLCR19
RESCUE		RE3		FKRS6			54-6	
ELEVATOR RESCUE		RE3						
LAND RESCUE		RE3		FKRS6			54-6	SU3
TECHNICAL RESCUE		RE3		FKRS6			54-6	FLS19
WATER RESCUE		RE3		FKRS6	FKTWR6		54-6	SU3
PED/BICYCLE STRUCK		RE3		FKRS6			54-6	Traffic 2
TRAIN DERAILMENT		RE3		FKRS6			54-6	SU3
UTILITY WIRES								SU3
SEARCH DETAIL				FKRS6			54-6	SU3
HAZMAT INVEST		RE3		FLS19				
HAZMAT W/PATIENTS		RE3		FLS19			54-6	
FLUID SPILL		RE3						
PUB SERVICE – LOCKOUT		RE3						
PUB SERVICE – FLOOD		RE3						SU3
PUB SERVICE								SU3
CARDIAC/RESP ARREST				FLS19				SU3

# **FOUNTAINDALE VOLUNTEER FIRE DEPARTMENT**

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



## **MONTHLY FIRE REPORT FOR MARCH 2021**

### **Breakdown of calls by type:**

Building fire.....	2
Medical Assist.....	1
Vehicle Accident.....	1
Automatic Fire Alarm.....	1
Investigation.....	1
<u>Good Intent.....</u>	<u>4</u>
<b>TOTAL</b>	<b>10</b>

Notes: Fountain Dale VFD hosted a Hazardous Materials Refresher Training at our station March 14 that was attended by 28 firefighters. We will begin drive through dinners at the Fairfield Fire Hall on Thursday, April 8<sup>th</sup>.

David M. Martin

A handwritten signature in cursive script, appearing to read "D. Martin".

Fire Chief

cc: Carroll Valley Borough  
Hamiltonban Township  
Liberty Township



### CALLS PER MUNICIPALITY

[illegible]

# Fountain Dale Volunteer Fire Department



Fairfield, PA

This report was generated on 4/6/2021 2:36:20 PM

## Incident Type and Street Name for Date Range

Incident Status: Reviewed | Start Date: 03/01/2021 | End Date: 03/31/2021

Incident Date	Address	Incident Type
03/01/2021	Tomstown Road, Quincy, PA 17247	Dispatched & cancelled en route
03/11/2021	Bourbon Trail, Fairfield, PA 17320	Medical assist, assist EMS crew
03/12/2021	Old Waynesboro Road, Fairfield, PA 17320	Motor vehicle accident with injuries
03/14/2021	Stull Road, Greencastle, PA 17225	Building fire
03/19/2021	Old Waynesboro Road, Fairfield, PA 17320	Smoke detector activation, no fire - unintentional
03/21/2021	Waynesboro Pike, Fairfield, PA 17320	Citizen complaint
03/23/2021	North Miller Street, Fairfield, PA 17320	Building fire
03/23/2021	Iron Bridges Road, Waynesboro, PA 17268	Dispatched & cancelled en route
03/26/2021	Kern Trail, Fairfield, PA 17320	Dispatched & cancelled en route
03/30/2021	Sunburst Garden Drive, Waynesboro, PA 17268	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.

## COMMITTEE REPORTS

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## Gayle R. Marthers

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**From:** steve sites <k9copilot@hotmail.com>  
**Sent:** Wednesday, March 31, 2021 5:42 PM  
**To:** Gayle R. Marthers  
**Cc:** Linda Sites  
**Subject:** Planning Commission

**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.

Gayle,

This is to let you know that when and if the planning commission resumes meetings, I will not be attending. We bought a small house in Venango County and we are spending too much time up there for me to be a member and attend regular meetings Thanks.

Steve Sites

# ADMINISTRATIVE BUSINESS

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**BOROUGH OF CARROLL VALLEY SUMMARY FINANCIAL REPORT: 1 thru 31 March 2021**

ACCOUNT	GENERAL FUND	SPECIAL EVENT	SANITARY SEWER	SINKING FUND	CAPITAL RESERVE	HIGHWAY AID (LF)	TOTAL FUNDS	SEWER AUTHORITY
START OF PERIOD								
CHECKING ACCOUNT	\$41,890.28	\$0.00	\$0.00	\$3,223.68	\$27,521.85	\$0.00	\$72,635.81	\$3,376.57
INVESTMENTS	\$2,225,511.89	\$0.00	\$0.00	\$0.00	\$0.00	\$368,746.64	\$2,594,258.53	\$347,415.21
PETTY CASH	\$425.00	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00	\$450.00	\$50.00
DUE FROM OTHER FUNDS	\$188,072.58	\$3,036.16	\$477,781.74	\$0.00	\$1,153,284.29	\$0.00	\$1,822,174.77	\$0.00
DUE TO OTHER FUNDS	\$1,399,341.84	\$47.70	\$30,171.06	\$0.00	\$342,557.79	\$0.00	\$1,772,118.39	\$52,076.73
LIABILITIES	\$28,236.87	\$0.00	\$0.00	\$142,000.28	\$0.00	\$0.00	\$170,237.15	\$730.93
NET BALANCE	\$1,028,321.04	\$2,988.46	\$447,635.68	(\$138,776.60)	\$838,248.35	\$368,746.64	\$2,547,163.57	\$298,034.12
TRANSACTIONS FOR PERIOD								
ADJUSTMENTS (SEE NOTE)								
ACTUAL REVENUES (+)	\$218,545.00	\$0.00	\$43,274.50	\$25,605.60	\$1,026.17	\$231,714.36	\$520,165.63	\$667.68
ACTUAL EXPENDITURES (-)	\$193,086.68	\$47.70	\$20,539.95	\$25,605.60	\$25,605.60	\$0.00	\$264,885.53	\$13,277.62
ENCUMBERED FUNDS (-)	\$18,223.11	\$0.00	\$250.00	\$0.00	\$159,665.02	\$0.00	\$178,138.13	\$0.00
NET TRANSACTION BALANCE	\$7,235.21	(\$47.70)	\$22,484.55	\$0.00	(\$184,244.45)	\$231,714.36	\$77,141.97	(\$12,609.94)
END OF PERIOD								
CHECKING ACCOUNT	\$42,916.24	\$0.00	\$0.00	\$3,223.68	\$27,531.35	\$0.00	\$73,671.27	\$3,498.95
INVESTMENTS	\$2,236,465.99	\$0.00	\$0.00	\$0.00	\$0.00	\$600,461.00	\$2,836,926.99	\$334,682.89
PETTY CASH	\$425.00	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00	\$450.00	\$50.00
DUE FROM OTHER FUNDS	\$48,177.14	\$2,988.46	\$505,499.18	\$0.00	\$981,833.14	\$0.00	\$1,538,497.92	\$0.00
DUE TO OTHER FUNDS	\$1,255,560.42	\$47.70	\$37,137.84	\$0.00	\$195,695.57	\$0.00	\$1,488,441.53	\$52,076.73
LIABILITIES	\$23,269.03	\$0.00	\$0.00	\$142,000.28	\$0.00	\$0.00	\$165,269.31	\$730.93
NET BALANCE	\$1,049,154.92	\$2,940.76	\$468,386.34	(\$138,776.60)	\$813,668.92	\$600,461.00	\$2,795,835.34	\$285,424.18

# Check Register with Invoices

Borough of Carroll Valley

06-Apr-21

From: 01-Mar-21 To: 31-Mar-21

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
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## Bank Account: 3 GENERAL FUND PLGIT CHECKING

1083	3/3/2021	14510	BCV F&M Sinking Fund		\$12,802.80	O
			3321 Transfer for payment of 3/1/21 for Loan # 410681-0		\$12,802.80	
1084	3/31/2021	14510	BCV F&M Sinking Fund		\$12,802.80	O
			33121 Transfer for payment of 4/1/21 for Loan #410681-09		\$12,802.80	
Bank Total:					\$25,605.60	

# Check Register with Invoices

Borough of Carroll Valley

06-Apr-21

From: 01-Mar-21 To: 31-Mar-21

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
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## Bank Account: 17 F&M SF - Bldg

1053	3/3/2021	14505	F&M TRUST		\$12,802.80	O
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			3321 New Bldg: Payment of 3/1/21		\$12,802.80	
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1054	3/31/2021	14505	F&M TRUST		\$12,802.80	O
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			33121 New Bldg: Payment of 4/1/21		\$12,802.80	
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Bank Total:					\$25,605.60	
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# Check Register with Invoices

Borough of Carroll Valley

06-Apr-21

From: 01-Mar-21 To: 31-Mar-21

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
<b>Bank Account: 51 F&amp;M GF - Checking</b>						
33813	3/3/2021	11	ADAMS COUNTY BOROUGH ASSOC		\$50.00	O
			22521 2021 Dues		\$50.00	
33814	3/3/2021	22	ADAMS ELECTRIC COOPERATIVE, IN		\$2,164.65	O
			1701-221 Pavilion: Svc 12/31/20-1/31/21		\$173.17	
			8400-221 Jacks Mtn Rd: Svc 12/31/20-1/31/21		\$41.40	
			1500-221 Street Lights		\$1,681.25	
			4200-221 Ski Run Trl: Svc 12/31/20-1/31/21		\$36.75	
			4500-221 Trout Run Trl: Svc 12/31/20-1/31/21		\$36.75	
			4800-221 MS Bldg: Svc 12/30/21-1/31/21		\$195.33	
33815	3/3/2021	14184	AFLAC		\$28.92	O
			737504 Payroll Deduction: February 2021		\$28.92	
33816	3/3/2021	14374	AMERICAN UNITED LIFE INS		\$316.14	O
			3121 Life & Disability Premium: March 2021		\$316.14	
33817	3/3/2021	14211	AT&T MOBILITY		\$225.85	O
			2262021 Wireless Svc: 1/19/21-2/18/21		\$225.85	
33818	3/3/2021	14391	CAPITAL REGION WATER		\$2,475.00	O
			3121 STP: Sludge Testing: January 2021		\$2,475.00	
33819	3/3/2021	14661	COMBINED INSURANCE		\$79.28	O
			84153 Payroll Deduction: 1/21/1-2/21/21		\$79.28	
33820	3/3/2021	1191	COMCAST CABLE		\$94.04	O
			19274-321 99 Country Club Trl: Emergency Dialer		\$94.04	
33821	3/3/2021	14291	DataWorks Plus LL		\$1,000.00	O
			21-034 cNET Maintenance 2021		\$1,000.00	
33822	3/3/2021	1160	DIGITAL ALLY		\$1,848.00	O
			1115523 PL: Cloud Based Video Services		\$1,848.00	
33823	3/3/2021	1051	DONALD SHAFFER		\$100.00	O
			22521 2021 Clothing Allowance		\$100.00	
33824	3/3/2021	547	ENSOR & SOWERS HEATING & AIR C		\$240.00	O
			11178 Clean and Check Gas Heaters at Shop		\$240.00	

# Check Register with Invoices

Borough of Carroll Valley

06-Apr-21

From: 01-Mar-21 To: 31-Mar-21

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
33825	3/3/2021	110	EXCALIBUR TOWING		\$450.00	O
			22621 PL: Impound Inv # 12269		\$150.00	
			22521 PL: Impound Inv#s 12693 & 13019		\$300.00	
33826	3/3/2021	1216	GF PETTY CASH - Gayle Marthers		\$32.81	O
			22521 MS6: Back Up Switch		\$32.81	
33827	3/3/2021	180			\$1,397.17	O
			3221 2021 Deductible Reimbursement		\$1,397.17	
33828	3/3/2021	1156	KAREN HEFLIN, RECORDER		\$18.50	O
			22521 Filing Fee: Strm Wtr Agreement: 30 Freedom Trl.		\$18.50	
33829	3/3/2021	196	LABORATORY, ANALYTICAL & BIOLO		\$276.00	O
			94991 STP: Testing February 2021		\$276.00	
33830	3/3/2021	137	MET-ED		\$71.13	O
			628-321 Jacks Mtn & Skylark Trl: Street Lighting		\$71.13	
33831	3/3/2021	369	NEW ENTERPRISE STONE & LIME CO		\$3,787.02	O
			7484379 Anti Skid		\$1,484.64	
			7481150 Anti Skid		\$285.12	
			7483731 Anti Skid		\$886.32	
			7482190 Anti Skid		\$1,130.94	
33832	3/3/2021	14642	PARTNER / PD EVIDENCE LLC		\$1,250.00	O
			1181 2021 Subscription of PD Evidence		\$1,250.00	
33833	3/3/2021	14584	READYREFRESH BY NESTLE		\$48.91	O
			40191-321 MS: Water: February 2021		\$48.91	
33834	3/3/2021	17709	RIPPEON EQUIPMENT CO		\$434.00	O
			EQ43755 Fisher Control Box		\$434.00	
33835	3/3/2021	1005	SECURITY BENEFIT GROUP		\$2,196.70	O
			3221 Deferred Comp: Payroll dated 3/2/21		\$2,196.70	
33836	3/3/2021	310	SHEALERS SEPTIC SERVICE		\$4,784.00	O
			3221 STP: Sludge haul to Hsbg: February 2021		\$600.00	
			3121 HT: February 2021		\$4,184.00	
33837	3/3/2021	172	SHIPLEY ENERGY		\$1,436.98	O



# Check Register with Invoices

Borough of Carroll Valley

06-Apr-21

From: 01-Mar-21 To: 31-Mar-21

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
			7429873 MS: Propane: February 2021		\$670.24	
			7484839 MS: Propane: February 2021		\$626.52	
			7485804 MS: Propane: February 2021		\$140.22	
33838	3/3/2021	1239	SPRINT		\$111.84	O
			3790141 PL: Connection Card Data Plan: Svc 1/1/21-1/31/21		\$111.84	
33839	3/3/2021	14548	Stacy L. Krietz		\$530.80	O
			3121 February 2021: Office Cleaning		\$530.80	
33840	3/3/2021	329	STERLING SHUYLER, JR.		\$100.00	O
			22521 2021 Clothing Allowance		\$100.00	
33841	3/3/2021	14232	TALLEY PETROLEUM ENTERPR		\$4,890.90	O
			3121 Fuel & Diesel Fuel: February 2021		\$4,890.90	
33842	3/3/2021	645	USA BLUE BOOK		\$1,608.46	O
			510364-1 STP: Gloves, PH Buffers, Filters		\$639.91	
			510364 STP: Chart Pens, Gloves, Flow Charts		\$968.55	
33843	3/3/2021	14622	WILLIAMS SCOTSMAN, INC.		\$426.00	O
			8538732 STP: March 2021 Office Trailer		\$426.00	
33844	3/17/2021	1010	ACBOA		\$100.00	O
			10003 2021 Obligation to Appeals Board		\$100.00	
33845	3/17/2021	10	ADAMS COUNTY AUTO SUPPLY, INC.		\$977.78	O
			193650 MS2: Upper Radiator Hose, Serpentine Belt, Hose Cl		\$53.46	
			190076 MS10: Headlight Plug		\$9.40	
			189862 Hydraulic Hose & Fittings		\$255.10	
			189827-1 MS6 Alternator		\$224.43	
			189827 MS9: Battery		\$235.14	
			193963 MS9: Repair Exhaust Clamp & Water Pump		\$170.10	
			190448 MS6: HVAC Air Door Actuator		\$30.15	
33846	3/17/2021	22	ADAMS ELECTRIC COOPERATIVE, IN		\$3,062.65	O
			4700-321 Boro Office: Svc 1/31/21-2/28/21		\$1,170.71	
			3000-321 STP: Country Club Pump Station: Svc 1/31/21-2/28/2		\$143.40	
			4704-321 STP: Sanders Rd. Pump Station: Svc 1/31/21-2/28/21		\$1,748.54	
33847	3/17/2021	542	CHEMUNG SUPPLY CORP.		\$1,927.70	O
			006957 MS10: Cutting Edges & Plow Bolt		\$1,927.70	

# Check Register with Invoices

Borough of Carroll Valley

06-Apr-21

From: 01-Mar-21 To: 31-Mar-21

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
33848	3/17/2021	885	CLEVELAND BROTHERS EQUIPMENT C		\$1,479.99	O
			4173722 EQMS3: Repair Bucket Coupler		\$1,479.99	
33849	3/17/2021	1191	COMCAST CABLE		\$1,122.89	O
			118390554-2 Boro Office: Svc 3/1/21-3/31/21		\$223.52	
			118390554 PL: Svc 3/1/21-3/31/21		\$282.00	
			2989-321 STP: 119A Sanders Rd.: Svc 3/13/21-4/12/21		\$51.33	
			118390554-1 Zoning: Svc 3/1/21-3/31/21		\$47.00	
			118390554-3 14 Ranch Trail: Svc 3/1/21-3/31/21		\$120.90	
			118390554-4 STP: 119A Sanders Rd.: Svc 3/1/21-3/31/21		\$63.01	
			2005-321 Internet Fees		\$335.13	
33850	3/17/2021	14219	COMMUNITY MEDIA OF SOUTH CENT		\$200.00	O
			1257 CVB Council Meeting: February 2021		\$200.00	
33851	3/17/2021	110	EXCALIBUR TOWING		\$921.91	O
			12985 PL22: Replace Front Brakes & Rear (Pads & Rotors)		\$771.91	
			31521 PL: Impound Inv # 12731		\$150.00	
33852	3/17/2021	1000			\$377.11	O
			31521 2021 Medical Deductible Reimbursement		\$377.11	
33853	3/17/2021	356	GETTYSBURG TIMES		\$47.64	O
			39684 Legal Ad: Zoom Council Meeting		\$47.64	
33854	3/17/2021	14412	GOVERNMENT MANAGEMENT SERVICE		\$3,000.00	O
			2487 Retainer for the month of February 2021		\$3,000.00	
33855	3/17/2021	17710	HERSHOCKS, INC		\$1,600.00	O
			58226 Window Repair		\$1,600.00	
33856	3/17/2021	1204	KILMER INSURANCE AGENCY		\$20,495.00	O
			41575 2021 Cpkg 2 of 2		\$9,309.00	
			41575-1 2021 Cauto 2 of 2		\$7,390.00	
			41575-2 2021 POL/PPL 2 of 2		\$3,406.00	
			41578 2021-22 AST Pollution		\$390.00	
33857	3/17/2021	369	NEW ENTERPRISE STONE & LIME CO		\$13.14	O
			439409 Anti Skid Credit		(\$286.56)	
			31121 Anti Skid		\$299.70	
33858	3/17/2021	975	PA MUNICIPAL HEALTH INSURANCE		\$32,514.30	O

# Check Register with Invoices

Borough of Carroll Valley

06-Apr-21

From: 01-Mar-21 To: 31-Mar-21

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
			31121 March 2021: Major Medical, Dental, Vision		\$32,514.30	
33859	3/17/2021	242	PA STATE ASSOC. OF BOROUGHES		\$84.68	O
			27770 Random Alcohol Testing: 1/14/21		\$36.05	
			27770-1 Random Drug Testing: 1/14/21		\$48.63	
33860	3/17/2021	14665	RABOLDS SERVICES		\$191.00	O
			25383 February Calibrations		\$156.00	
			50796 PL: Repair V-Spec		\$35.00	
33861	3/17/2021	286	RICHARD L. HILEMAN		\$42.39	O
			31721 Reimbursement for COVID Supplies		\$42.39	
33862	3/17/2021	17709	RIPPEON EQUIPMENT CO		\$291.43	O
			IV6792 MS3 & MS11: Trip Spring		\$291.43	
33863	3/17/2021	14145	SALZMANN HUGHES, P.C.		\$1,207.50	O
			02771 Municipal Claims		\$15.00	
			02771-1 Representation as Borough Solicitor		\$1,192.50	
33864	3/17/2021	1005	SECURITY BENEFIT GROUP		\$2,165.10	O
			31521 Deferred Comp: Payroll dated 3/16/21		\$2,165.10	
33865	3/17/2021	172	SHIPLEY ENERGY		\$557.19	O
			2021-03-11 MS: Propane: March 2021		\$557.19	
33866	3/17/2021	14531	SIEMENS INDUSTRY, INC		\$520.00	O
			5446385609 Fire Monitoring: 3/1/21-2/28/22		\$520.00	
33867	3/17/2021	14643	SPECIALTY GRANULES INC.		\$906.73	O
			390782 Stone for Inside of Lake Carroll Lake Bank		\$371.03	
			390644 Stone for Inside of Lake Carroll Lake Bank		\$535.70	
33868	3/17/2021	14493	THE YORK WATER COMPANY		\$56.69	O
			31121 Water: Svc 1/22/21-2/22/21		\$56.69	
33869	3/17/2021	377	W. F. HILL & ASSOCIATES, INC.		\$154.66	O
			2021-0235 Chapter 94 Report		\$154.66	
33870	3/17/2021	14645	W.B. MASON		\$59.61	O
			31121 Building Folders, Ink Cartridge, Hanging File Fold		\$59.61	
33871	3/17/2021	14207	WEST PENN POWER		\$2,488.75	O

# Check Register with Invoices

Borough of Carroll Valley

06-Apr-21

From: 01-Mar-21 To: 31-Mar-21

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
			218-321 Street Lights		\$1,992.70	
			294-321 14 Ranch Trl: Barn: Svc 2/2/21-3/2/21		\$135.48	
			822-321 Green Trl: Svc 2/2/21-3/2/21		\$7.84	
			872-321 14 Ranch Trl: Svc 2/2/21-3/2/21		\$342.66	
			594-321 Ranch Trl: Svc 2/2/21-3/2/21		\$10.07	
33872	3/31/2021	22	ADAMS ELECTRIC COOPERATIVE, IN		\$2,213.61	O
			8400-321 Jacks Mtn Rd: Svc 1/31/21-2/28/21		\$41.44	
			1500-321 Street Lights		\$1,706.47	
			1701-321 Pavilion: Svc 1/31/21-2/28/21		\$190.88	
			4800-321 MS Bldg: Svc 1/31/21-2/28/21		\$191.72	
			4500-321 Trout Run Trl: Svc 1/31/21-2/28/21		\$41.55	
			4200-321 Ski Run Trl: Svc 1/31/21-2/28/21		\$41.55	
33873	3/31/2021	14374	AMERICAN UNITED LIFE INS		\$316.14	O
			32921 Life & Disability Premium: April 2021		\$316.14	
33874	3/31/2021	14211	AT&T MOBILITY		\$225.85	O
			3262021 Wireless Svc: 2/19/21-3/18/21		\$225.85	
33875	3/31/2021	14668	BRANDON DUVALL		\$100.00	O
			32421 2021 Clothing Allowance		\$100.00	
33876	3/31/2021	17712	BURKENTINE BUILDERS		\$150.00	O
			33021 Well Refund: 1 Lakeview Trail		\$150.00	
33877	3/31/2021	14661	COMBINED INSURANCE		\$79.28	O
			84893 Payroll Deduction: 2/21/21-3/21/21		\$79.28	
33878	3/31/2021	1191	COMCAST CABLE		\$94.04	O
			19274-321-1 99 Country Club Trl: Emergency Dialer		\$94.04	
33879	3/31/2021	758	EHRlich		\$445.00	O
			1740688 Pest Control Service		\$325.00	
			1740689 Initial Remediation		\$120.00	
33880	3/31/2021	110	EXCALIBUR TOWING		\$401.62	O
			13029 PL2: Replace Front Brakes		\$401.62	
33881	3/31/2021	14546	GAUMER INDUSTRIES		\$749.32	O
			309914 MS5: Repair Front and Rear Springs		\$749.32	

# Check Register with Invoices

Borough of Carroll Valley

06-Apr-21

From: 01-Mar-21 To: 31-Mar-21

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
33882	3/31/2021	356	GETTYSBURG TIMES		\$395.32	O
			39736 Legal Ad: Request for Bids		\$395.32	
33883	3/31/2021	155	HARRINGTON & SONS		\$7.30	O
			73123 Throttle Trigger		\$7.30	
33884	3/31/2021	14636	HARRINGTON EQUIPMENT		\$229.42	O
			189959 EQPK6: Transmission Filters, Blade Set, Oil		\$229.42	
33885	3/31/2021	180			\$397.17	O
			32421 2021 Medical Deductible Reimbursement		\$397.17	
33886	3/31/2021	1156	KAREN HEFLIN, RECORDER		\$18.50	O
			32421 Filing Fee: Strm. Wtr. Agreement: 55 Robin Trail		\$18.50	
33887	3/31/2021	196	LABORATORY, ANALYTICAL & BIOLO		\$240.00	O
			95494 STP: Testing March 2021		\$240.00	
33888	3/31/2021	1090	LEN DICK SIGNS INC.		\$155.00	O
			16938 Decals		\$155.00	
33889	3/31/2021	14413	MORTON		\$4,164.76	O
			99110 Road Salt		\$4,164.76	
33890	3/31/2021	1005	SECURITY BENEFIT GROUP		\$2,149.13	O
			32921 Deferred Comp: Payroll dated 3/30/21		\$2,149.13	
33891	3/31/2021	14643	SPECIALTY GRANULES INC.		\$1,021.68	O
			90897 Rip-Rap for Inside Bank at Lake Carroll		\$509.74	
			91777 Stone for Lake Carroll Inside Bank		\$352.11	
			91629 Stone for Lake Carroll Inside Bank		\$159.83	
33892	3/31/2021	1239	SPRINT		\$249.80	O
			3790-142 PL: Connection Card Data Plan: Svc 2/1/21-2/28/21		\$249.80	
33893	3/31/2021	14548	Stacy L. Krietz		\$530.80	O
			32921 March 2021: Office Cleaning		\$530.80	
33894	3/31/2021	329			\$1,000.00	O
			32421 2021 Medical Deductible Reimbursement		\$1,000.00	
33895	3/31/2021	14607	STOUFFER MECHANICAL CONTRACTO		\$2,221.00	O



# Check Register with Invoices

Borough of Carroll Valley

06-Apr-21

From: 01-Mar-21 To: 31-Mar-21

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
			5310 Fall 2020 Service Charge		\$2,221.00	
33896	3/31/2021	645	USA BLUE BOOK		\$625.43	O
			530348-1 STP: Chart Pens, Gloves, Flow Charts		\$282.20	
			530348 STP: Gloves, PH Buffers, Filters		\$282.20	
			527473 STP: Gloves, PH Buffers, Filters		\$61.03	
33897	3/31/2021	14622	WILLIAMS SCOTSMAN, INC.		\$532.50	O
			8616438 STP: April 2021 Office Trailer		\$532.50	
33898	3/31/2021	14184	AFLAC		\$43.38	O
			137151 Payroll Deduction: March 2021		\$43.38	
Bank Total:					\$127,794.99	

**Check Register with Invoices**

Borough of Carroll Valley

06-Apr-21

From: 01-Mar-21 To: 31-Mar-21

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
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**Bank Account: 61 F&M SWA - Checking**

250	3/3/2021	377	W. F. HILL & ASSOCIATES, INC.		\$7,126.47	O
			2021-0117 Phase 1: Sanders Rd. Pump Station Upgrade		\$2,647.13	
			2021-0118 Phase 2: WWTP Expansion		\$4,479.34	
251	3/17/2021	14167	PHYLLIS SMITH		\$577.27	O
			31721 Parcel # 002-0071---000		\$577.27	
252	3/17/2021	377	W. F. HILL & ASSOCIATES, INC.		\$5,573.88	O
			2021-0236 Phase 1: Sanders Rd. Pump Station		\$1,443.44	
			2021-0237 Phase 2: WWTP Expansion		\$4,130.44	
Bank Total:					\$13,277.62	



April 9<sup>th</sup> 2021  
Gayle Marthers  
KMIT - Carroll Valley Borough  
5685 Fairfield Road  
Fairfield, PA 17320  
Keystone Municipal Insurance Trust

Subject: KMIT Risk Management Assessment Update

Gayle,

Thank you for taking the time to meet with me yesterday. The purpose of my visit was to update the status of your earlier Risk Management Assessment, and discuss strategies for reducing workers' compensation costs. Some of the items we discussed are below.

I want to formally document how well your Borough has been handling the COVID Crisis. Your efforts are clearly working, and your policies of Work from Home, the fact that almost all of your employees have received their Vaccinations and the clear lack of infections amongst your workforce is to be commended. Upon reviewing your COVID Mitigation Plan it covers everything that it should, and could potentially be used by other Members as a template. Well done!

Beyond COVID, your safety program seems to be having great success, but there is always room for improvement. Please continue to make sure your safety committee looks at all concerns brought to them and that a thorough accident investigation is completed for all incidents, both near miss, property damage and claim alike. Also, make sure to utilize the Midlands Online resource for training videos, and continue your usage of LTAP for training Employees.

The next time I am onsite, I would like to offer to conduct a brief toolbox talk training for your employees. Subject matter could include:

- Defensive Driver Training
- The Importance of Lock Out Tag Out
- Hazard Communication and Proper Chemical Labelling
- As well as many more topics at my disposal.

Please let me know if this is something you would be interested in.

#### **Risk Management Assessment**

Previous Score: 98%  
Updated Score: 99%

☎ 724.864.8745 PHONE ☎ 724.864.9265 FAX

NORWIN PROFESSIONAL BUILDING, 40 LINCOLN WAY, SUITE 201, NORTH HUNTINGDON, PA 15642  
[www.EastCoastRiskManagement.com](http://www.EastCoastRiskManagement.com)

# EAST COAST

## RISK MANAGEMENT

### Scoring Summary:

Categories	Assigned Points	Max Points	Score
Safety Management	10	10	100%
Claims Management	9	10	90%
Safety Programs	10	10	100%
Employee Selection	10	10	100%
Driver Management	10	10	100%
Facility Management	10	10	100%
Risk Management	10	10	100%
Safety Committee	10	10	100%
Police Department	10	10	100%
<b>Totals</b>	<b>89</b>	<b>90</b>	<b>99%</b>

**Updated Elements:** See Attached

**Open Recommendations:** See Attached

**Loss History Review:** See Attached

### Conclusions:

Once again, thank you for your time. If I can be of assistance in any way please do not hesitate to reach out to me at any of the methods of contact listed below.

**Dylan Ruhl, GSP** – Senior Safety Consultant  
 East Coast Risk Management  
 950 East Main Street Suite 201 | Schuylkill Haven, PA 17972  
 T 570 366 5362 | F 570 366 8823 | C 717 371 4114  
[druhl@eastcoastrm.com](mailto:druhl@eastcoastrm.com) | [www.EastCoastRiskManagement.com](http://www.EastCoastRiskManagement.com)

☎ 724.864.8745 PHONE ☎ 724.864.9265 FAX

NORWIN PROFESSIONAL BUILDING, 40 LINCOLN WAY, SUITE 201, NORTH HUNTINGDON, PA 15642  
[www.EastCoastRiskManagement.com](http://www.EastCoastRiskManagement.com)

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INTEROFFICE MEMORANDUM

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TO: BOROUGH COUNCIL  
FROM: GAYLE R. MARTHERS, BOROUGH SECRETARY  
SUBJECT: MATERIALS BID OF 2021  
DATE: 4/9/2021  
CC: FILE

Attached are the bid tabulations from the Bid Opening of April 7, 2021 for your review. Per Borough Code you may reject any or all bids. If you reject a bid, I ask that you take action to approve the advertisement for re-bid of the material whose bid was rejected.

A single bid was received for the following items:

- Road Oils:
  - Item #1: MC-30 from Russell Standard
  - Item #2: E-3 from Russell Standard
- Fuel Oils:
  - Item #5: Propane from AC&T
- Bituminous Material:
  - Item #7: Superpave 25.0mm from New Enterprise
  - Item #8: Superpave 9.5mm from New Enterprise

**Action Requested:** I ask that you take action to award the contract for the above listed items to the Bidder listed as the only responsible bid received.

- Fuel Oils:
  - Item #3: Unleaded Gasoline from Talley Petroleum
  - Item #4: Diesel Fuel from Talley Petroleum

The bids for Gasoline and Diesel Fuel have been submitted as a fixed mark-up that will be added to the OPIS Rack Price of the fuel at the time of delivery. This means that the price will potentially fluctuate with each delivery. The increase in per gallon price is substantially higher than the 2020 contract-year fixed rate. I prepared for you the cost increase using Borough consumption at the current contract price as compared to the bid price offered:

	Unleaded:	Cost Increase:	Diesel:	Cost Increase:
2019:	5,470 gallons	\$5,557.52	8,040 gallons	\$6,935.30
2020:	3,211 gallons	\$3,262.38	5,856 gallons	\$5,051.39
2021:	1,158 gallons	\$1,176.53	3,434 gallons	\$2,962.17

**Action Requested:** I ask that you take action to award the contract for the above listed items to the Talley Petroleum as the only responsible bid received.

Two bids were received for Equipment Rental and Seal Coating. The lowest responsible bidder for the Seal Coating with equipment rental is American Paving Fabrics.

**Action Requested:** I ask that you take action to award a contract at this time to American Paving Fabrics for Seal Coating with Equipment Rental.

Two bids were received for Aggregate; both bids are considered responsible. Due to item availability in relation to the Borough's need for the product and the ever-changing PennDOT standards for the use of the Liquid Fuel Funds; I would ask that you consider awarding both companies a contract for the material bid. This would allow Borough Staff to purchase the required material from either vendor throughout the contract period at the price bid by that company.

**Action Requested:** I ask that you take action to award a contract at this time to New Enterprise Stone and Specialty Granules.

The following items did not receive bids:

- Line Painting

**Action Requested:** I ask that you take action to approve the advertisement for re-bid of Line Painting.

**BID OPENING**  
**Carroll Valley Borough**  
**TABULATION OF BIDS RECEIVED 4/7/21**

BID OPENING Carroll Valley Borough TABULATION OF BIDS RECEIVED 4/7/21										
				DELIVERED AS DIRECTED						
ROAD OILS				GALLONS	BIDDER	Unit Price	Total Price			
1	MC-30			4,000	Russell Standard	3.470	\$	13,880.00		
2	E-3			82,500	Russell Standard	2.060	\$	169,950.00		
Bid Bonds Attached to All Bids Received										
FUEL OILS				GALLONS	BIDDER	Allowance: Fixed mark-up or increase in the LRP	\$/gal @ time of Bid: NOT A FIXED PRICE			
3	Regular Unheated Gasoline 87 Octane Minimum			7,500	Talley Petroleum	1.8195	\$	2,7305		
4	Diesel Fuel (Ultra Low Sulfur) (15ppm)			10,000	Talley Petroleum	1.8178	\$	2,7503		
				GALLONS	BIDDER	Allowance: Price/gallon @ time of Bid:	Fixed Price for Duration of Contract			
5	Liquid Propane			4,000	AC&T	\$	-	1,4990		
6	Home Heating Oil			550	NO BIDS RECEIVED					
Bid Bonds Attached to All Bids Received										
BITUMINOUS				TONS	BIDDER	FOB PLANT DELIVERED ON SITE				
7	Superpave 25.0mm			1,500	New Enterprise	\$ 51.80	\$	77,700.00	\$ 58.75   \$ 88,125.00	
8	Superpave 9.5mm			1,500	New Enterprise	\$ 57.50	\$	86,250.00	\$ 64.45   \$ 96,675.00	
Bid Bonds Attached to All Bids Received										
LINE PAINTING				FEET	BIDDER	Unit Price	Total Price			
9	Double Four (4) Inch Yellow Traffic Line with Reflective Glass Beading			85,000	NO BIDS RECEIVED					\$ -
10	Single Four (4) Inch White Fog Line with Reflective Glass Beading			53,460	NO BIDS RECEIVED					\$ -
Bid Bonds Attached to All Bids Received										
EQUIPMENT RENTAL				BIDDER		Hourly Rate	Daily Rate			
11	Rubber-Tired Roller w/operator			Russell Standard		\$ 235.00	NO BID			
				American Paving Fabrics		\$ 210.00	NO BID			
12	Motorized Chipper w/operator			Russell Standard		\$ 425.00	NO BID			
				American Paving Fabrics		\$ 400.00	NO BID			
13	Tri-Axle Dump Truck w/operator			Russell Standard		\$ 115.00	NO BID			
				American Paving Fabrics		\$ 125.00	NO BID			
Bid Bonds Attached to All Bids Received										
SEAL COATING				Square Yards	BIDDER	Unit Price	Total Price			
Bidder Supply Stone	E-3 less than 10,000 sq yds @ Various Locations			150,000	Russell Standard	\$ 1,553	\$	232,950.00		
Bidder Supply Stone	E-3 less than 10,000 sq yds @ Various Locations			150,000	American Paving Fabrics	\$ 1,455	\$	218,250.00		
Bid Bonds Attached to All Bids Received										

2020 Contract Awarded To:									
				Unit Price					
Hamemaker East				3,4900					
Hamemaker East				2,0900					
Fixed Price for Duration of Contract									
Talley Petroleum				1,7145					
Talley Petroleum				1,8877					
No Bids Received									
No Bids Received									
FOB PLANT				DELIVERED ON SITE					
New Enterprise				51,8000	\$	58.75	\$	88,125.00	
New Enterprise				57,5000	\$	64.45	\$	96,675.00	
Unit Price									
Alpha Space Control				0,11000					
Alpha Space Control				0,05500					
Hrly Rate									
Hamemaker East				235.00					
Hamemaker East				425.00					
Hamemaker East				127.00					
Unit Price									
Hamemaker East				1,573					

BID OPENING - April 7, 2021  
Carroll Valley Borough  
**TABULATION OF BIDS RECEIVED**

	AGGREGATE	TONS	BIDDER	LOADED AT PLANT		DELIVERED ON SITE	
				Unit Price	Total Price	Unit Price	Total Price
1	ASSHTO # 4	500	New Enterprise Stone	\$ 13.90	\$ 6,950.00	\$ 19.15	\$ 9,575.00
			Specialty Granules	NO BID	\$ -	NO BID	\$ -
2	ASSHTO # 3	500	New Enterprise Stone	\$ 13.90	\$ 6,950.00	\$ 19.15	\$ 9,575.00
			Specialty Granules	\$ 9.50	\$ 4,750.00	\$ 13.60	\$ 6,800.00
3	# B13	550	New Enterprise Stone	NO BID	\$ -	NO BID	\$ -
			Specialty Granules	NO BID	\$ -	NO BID	\$ -
4	ASSHTO # 57	500	New Enterprise Stone	\$ 13.90	\$ 6,950.00	\$ 19.15	\$ 9,575.00
			Specialty Granules	\$ 11.50	\$ 5,750.00	\$ 15.60	\$ 7,800.00
5	ASSHTO # 67	500	New Enterprise Stone	\$ 13.90	\$ 6,950.00	\$ 19.15	\$ 9,575.00
			Specialty Granules	NO BID	\$ -	NO BID	\$ -
6	ASSHTO # 10	500	New Enterprise Stone	\$ 10.80	\$ 5,400.00	\$ 16.05	\$ 8,025.00
			Specialty Granules	\$ 7.00	\$ 3,500.00	\$ 11.10	\$ 5,550.00
7	Anti-Skid	2,926	New Enterprise Stone	\$ 18.35	\$ 53,692.10	\$ 23.60	\$ 69,053.60
			Specialty Granules	\$ 15.00	\$ 43,890.00	\$ 19.10	\$ 55,886.60
8	2A Sub-Base	6,600	New Enterprise Stone	\$ 9.00	\$ 59,400.00	\$ 14.25	\$ 94,050.00
			Specialty Granules	\$ 5.00	\$ 33,000.00	\$ 9.10	\$ 60,060.00
	2RC Sub-Base	6,600	New Enterprise Stone	\$ 9.00	\$ 59,400.00	\$ 14.25	\$ 94,050.00
			Specialty Granules	\$ 5.00	\$ 33,000.00	\$ 9.10	\$ 60,060.00
9	Crushed Aggregate	1,100	New Enterprise Stone	\$ 9.00	\$ 9,900.00	\$ 14.25	\$ 15,675.00
			Specialty Granules	\$ 5.00	\$ 5,500.00	\$ 9.10	\$ 10,010.00
10	Gabion Stone	500	New Enterprise Stone	\$ 14.65	\$ 7,325.00	\$ 19.90	\$ 9,950.00
			Specialty Granules	\$ 11.00	\$ 5,500.00	\$ 16.10	\$ 8,050.00
11	Rip-Rap	500	New Enterprise Stone	\$ 18.00	\$ 9,000.00	\$ 31.40	\$ 15,700.00
			Specialty Granules	\$ 13.00	\$ 6,500.00	\$ 19.10	\$ 9,550.00
12	Cold Patch	25	New Enterprise Stone	\$ 139.00	\$ 3,475.00	\$ 144.25	\$ 3,606.25
			Specialty Granules	NO BID			
13	ASSHTO # 8	3,300	New Enterprise Stone	\$ 18.00	\$ 59,400.00	\$ 23.25	\$ 76,725.00
			Specialty Granules	\$ 16.50	\$ 54,450.00	\$ 20.60	\$ 67,980.00
14	OGS Crushed Agg.	550	New Enterprise Stone	NO BID	\$ -	NO BID	\$ -
			Specialty Granules	NO BID	\$ -	NO BID	\$ -
15	ASTM-33 Sand	110	New Enterprise Stone	\$ 24.75	\$ 2,722.50	\$ 32.30	\$ 3,553.00
			Specialty Granules	NO BID	\$ -	NO BID	\$ -
16	Ballfield Sand Mix	220	New Enterprise Stone	\$ 30.00	\$ 6,600.00	\$ 37.55	\$ 8,261.00
			Specialty Granules	NO BID	\$ -	NO BID	\$ -
17	Bank Sand	165	New Enterprise Stone	\$ 23.50	\$ 3,877.50	\$ 31.05	\$ 5,123.25
			Specialty Granules	NO BID	\$ -	NO BID	\$ -
Bid Bond Attached							



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INTEROFFICE MEMORANDUM

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TO: BOROUGH COUNCIL  
FROM: GAYLE R. MARTHERS, BOROUGH SECRETARY  
SUBJECT: REPOSITORY SALE OFFERS  
DATE: 03/24/2021  
CC: FILE

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Adams County Tax Claim Bureau has received the following bids for property that is currently held by them in the County Repository. Pursuant to section 627 of the Real Estate Tax Sale Law, the Bureau may not accept any offer of any price without written consent of all the taxing districts where the property is located. The Bid received (if accepted) will be distributed first to the Tax Claim Bureau for collection costs; then in chronological order from oldest taxes, penalties and interest owed to Adams County followed by the Borough and finally to the School District. If the Borough agrees to accept the bid on any or all parcels listed; and the remaining taxing entities (County and School District) also agree to accept the bids; the Tax Claim Bureau will formally accept the bid whereby all taxes and costs not covered by the bid will be exonerated and the purchase price shall become the fair market value. This action will render the property free of any and all debt and allow the purchaser to obtain a deed cleared of all liens.

The Adams County Tax Claim Bureau letter is attached for your review and a listing of properties with proposed purchase price can be found below. A written response has been requested by April 30, 2020; I therefore ask that Council consider the issue and act upon the bids submitted.

Parcel ID	Property Address	Purchaser	Purchaser Address	Offer	Notes:
43017-0144---000	4 Forest Trail	Bernie Dufrene	305 N. Homestead Drive, Landisville, PA 17538	\$758.39	Adjacent property owner
43035-0044---000	1 Finch Trail	Mayra Marquez	5 Finch Trail, Fairfield, PA 17320	\$1,000.00	Adjacent property owner
43039-0010---000	12 Tiger Trail	Upland Street Properties, LLC	c/o Tasonja, 211 Pauline Drive #1032, York, PA 17402	\$2,100.00	

There is one (1) other lot for which there is an offer, however, Borough Staff and Solicitor are reviewing this parcel and will provide the information and recommended course of action under separate cover no later than Monday, April 12, 2021 for your consideration.





## ADAMS COUNTY TAX SERVICES DEPARTMENT

COURTHOUSE, ROOM 202

117 BALTIMORE STREET, GETTYSBURG, PA 17325

TELEPHONE: 717-337-9837 FAX: 717-337-5767

taxoffice@adamscounty.us

### ADAMS COUNTY TAX CLAIM BUREAU

March 24, 2021



Carroll Valley Borough  
c/o David Hazlett, Borough Manager  
5685 Fairfield Rd  
Fairfield, PA 17320

RE: Repository Sales Consent

Dear Dave:

Enclosed with this letter is a Repository Sale Consent Form for a blanket approval of several properties located within Carroll Valley Borough that were listed on the Adams County Tax Claim Bureau's (County) Repository for Unsold Properties (Repository). These are properties with delinquent real estate taxes that have received no offers during previous Upset or Judicial auctions. In accordance with County Repository policy, the County has received offers to purchase these properties free and clear of their tax liens and have accepted the offers listed on the attached table.

Once sold, the proceeds from these sales will first be used to satisfy County costs, then any remaining amounts shall be distributed pursuant to the provisions set forth in 72 P.S. § 5860.205.

As a result of the Repository sales, 72 P.S. § 5860.628 requires the County to adjust the tax assessment of each parcel by using the purchase price as the "Fair Market Value for tax assessment purposes." Therefore, the fair market value would become the actual sale price to which the Common Level Ratio at the time settlement occurs would be applied. This assessment would remain in effect until such time that a new countywide reassessment occurs, the property is sold or combined with another parcel, or improvements are made to the property.

The County, in its role as manager of the Repository as provided in 72 P.S. § 5860.627, believes it inappropriate to receive any other offers at this juncture.

If you could please have the blanket consent form signed and sent back to this office by April 30, 2021, it would be appreciated. If for any reason, the borough would not consent to one or more of these sales, please notify me of such and I will send individual consent forms for each property that the borough will consent to. For those that the borough would not consent to, we will need to have further discussion.

If you should have any questions regarding this process, please do not hesitate to contact me.

Regards,

Daryl G. Crum, CPE  
Director, Adams County Tax Services

**ADAMS COUNTY TAX SERVICES DEPARTMENT**

COURTHOUSE, ROOM 202

117 BALTIMORE STREET, GETTYSBURG, PA 17325

TELEPHONE: 717-337-9837 FAX: 717-337-5767

taxoffice@adamscounty.us

**ADAMS COUNTY TAX CLAIM BUREAU**

**REPOSITORY MUNICIPALITY/SCHOOL DISTRICT SALE  
PRICE CONSENT FORM**

**CARROLL VALLEY BOROUGH**

To comply to 72 P.S. § 5860.627, we agree to the purchase price of the properties listed herein. We understand that upon recording of this sale that the property tax assessment will be adjusted to be the purchase price multiplied by the current Common Level Ratio in effect at the time of the recording of the deed. That assessment will be changed if any of the events stated in 72 P.S. § 5860.628 occur.

**AUTHORIZED SIGNATURES:**

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

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

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

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

# Request for Proposal

## Design/Build Construction Services Cortner Pavilion Renovations

CARROLL VALLEY BOROUGH,  
ADAMS COUNTY, PENNSYLVANIA



**DRAFT**

APRIL, 2021

Prepared by:



Civil & Environmental Engineering Consultants

143 Carlisle Street  
Gettysburg, PA 17325  
717-339-0612

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April 8, 2021

## INVITATION TO BID

The Borough of Carroll Valley, Adams County, PA extends this invitation to submit a Proposal for the construction of new facilities and the demolition of existing facilities for the Cortner Pavilion located in the Carroll Valley Park.

This project is for a structure design and construction project and will consist of all site and building construction required and necessary to provide a complete and finished facility. The extent of the work to be performed is noted in project documents and titled "Scope of Work and Design Parameters" and Site Plans (collectively the "Work").

The RFP documents and Site Plans provided by the Borough are intended to provide each Bidder with the intent and requirements of this project.

The Borough will receive sealed proposals from bidders until 3:00 PM prevailing time on Monday May 10, 2021, at the office of the Borough located at 5685 Fairfield Road – Fairfield, PA 17320 at which time bids will be opened and publicly read aloud. Proposals shall include the Bid Proposal Form and other documentation as listed in the "Instructions to Bidders". Proposals received after the time aforementioned will not be accepted.

Copies of the RFP may be obtained at the office of the Engineer for a non-refundable fee of \$25.00 or examined free of charge at the Office of the Engineer and/or Borough:

Office of the Engineer  
KPI Technology  
143 Carlisle Street  
Gettysburg, PA 17325  
(717) 339-0612

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

The Borough reserves the right to award the contract based on price, design, completion time, value, and/or completeness of the proposal or a combination of these items as best serves the interest of the Borough. Final selection may not be made solely on the basis of the lowest price. Proposals will be considered on the merits of cost effectiveness as well as how closely the proposal meets the overall RFP criteria.

All proposals should assume that the Work will be subject to the Pennsylvania Steel Products Procurement Act, the Pennsylvania Prevailing Wage Law, and the Pennsylvania Separation in Award of Contracts Law. Regarding the Pennsylvania Separation in Award of Contracts Law, each Bidder should include all components of the work in its proposal, but will be required to bid out, on the Borough's behalf, all separate components required to be bid separately under Pennsylvania Law (where applicable). A pre-bid conference will be held on-site Wednesday April 28, 2021 at 10:00am. Attendance is not mandatory, however it is greatly encouraged.

A 10% Bid Bond, certified check or other approved surety shall accompany the proposal. The Contractor, upon notification of Intent to Award, shall provide to the Owner, Performance and Payment Bonds in the amount of 100% of the total Contract amount.

April 8, 2021

The Borough hereby reserves the right to reject any and/or all proposals submitted. The Borough also reserves the right to waive any defects, errors, omissions, irregularities, or informalities in proposals received.

## INSTRUCTION TO BIDDERS

### 1.0 DEFINED TERMS

- 1.1 “Owner” denotes Carroll Valley Borough.
- 1.2 Owner’s Representative denotes the person to whom the Bidders are to direct their questions during the bid period. The Owner’s Representative is:  
  
Brandon Guiher, P.E., Municipal Project Engineer, KPI Technology
- 1.3 Bidder refers to any general contractor who submits a Bid Proposal.
- 1.4 RFP denotes Request For Proposal.

### 2.0 QUALIFICATIONS OF OFFERERS

- 2.1 To demonstrate qualifications to perform the Work, each Bidder must be able to provide bonding as required under the contract. Each qualified Bidder must have completed a minimum of three (3) design/build projects, each with a construction cost totaling two hundred fifty thousand dollars (\$250,000) or greater. Each Bidder must submit evidence of qualifications such as previous experience, references and resumes of design build team members.

### 3.0 EXAMINATION OF RFP DOCUMENTS AND SITE

- 3.1 Before submitting a Proposal, each Bidder must (a) examine the RFP Documents thoroughly, (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress of performance of the Work, (c) become familiar with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work, and (d) study and carefully correlate its observations with the RFP Documents.
- 3.2 The Owner has not conducted any tests of subsurface conditions and makes no representation of this as well as any other physical aspects at the site
- 3.3 On request the Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of its Proposal. After testing, the Bidder shall restore disturbed areas to the condition prior to testing.  
  
Bidders wanting to investigate the site must give the Owner’s Representative 24-hour (minimum) advance notice. The Bidder must state the purpose and extent of its requested investigation.
- 3.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by the Successful Bidder in performing the Work are identified on the Site Plan.

April 8, 2021

- 3.5 The submission of a Proposal will constitute a representation by the Bidder that it has complied with every requirement of this Article 3 and that the RFP Documents are sufficient in scope and detail to indicate and convey understanding of all requirements for performance of the Work.

#### 4.0 INTERPRETATIONS

- 4.1 All questions about the meaning of intent of the RFP Documents shall be submitted by the Bidders to the Owner's Representative in writing at least seven (7) days prior to Proposal opening. Questions received later than seven (7) days prior to the date for Proposals will not be answered. Questions submitted directly by subcontractors or material suppliers/vendors will not be answered.
- 4.2 All questions about the meaning or intent of the RFP Documents will be replied to in writing, and the questions and responses will be copied and given to all interested bidders.

#### 5.0 STIPULATION AGAINST LIENS

- 5.1 A Stipulation Against Liens needs to be executed and filed at the courthouse before construction can start.

#### 6.0 CONTRACT TIME

- 6.1 The number of days within which, or the date by which, the Work is to be completed (the Contracted Time) as set forth in the Contract Documents.

#### 7.0 LIQUIDATED DAMAGES

- 7.1 Provisions for liquidated damages will be on an actual cost basis and will be established at \$250 per calendar day.

#### 8.0 SUBSTITUTE MATERIALS AND EQUIPMENT

- 8.1 The contract, if awarded, will be on the basis of material, subcontractors and equipment described in the successful Bidder's Proposal with consideration of possible substitute or "or equal" items being approved by the Owner through the submitted process. All major material and equipment will require submittal of data sheets, cut sheets and other useful product information along with the proposal.



## 9.0 SUBCONTRACTORS

- 9.1 Each Bidder submitting a Proposal must provide the names of the subcontractor for each trade as listed in the Bid Proposal Form. At any time prior to the award of the Contract, the Owner may request that Bidders submit an experience statement with the pertinent information as to similar projects and other evidence of qualification for each subcontractor, person, or entity. If the owner after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, the Owner may before giving the Award request the apparent. Successful Bidder to submit an acceptable substitute without an increase in Proposal price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder. Any subcontractor, other person or organization so listed and to whom the Owner does not make written objection prior to the giving of the Award will deemed acceptable to the Owner.
- 9.2 No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.
- 9.3 In compliance with the 'Separations Act' (53 P.S. §1003 and 71 C.S.A. § 1618 enacted May 1913 and as amended December 1981), separate specifications and separate bids must be prepared for the general contracting, plumbing, heating, ventilating and electrical work.

## 10.0 PREVAILING WAGES

- 10.1 Prevailing wages as governed by the State of Pennsylvania will apply for this project. Schedule of wages will be provided by the Owner. The Successful Bidder will be responsible for administering all paperwork and other documentation as required.

## 11.0 BID PROPOSAL

- 11.1 The Bid Proposal Form is attached hereto; additional copies may be photocopied or supplied electronically by the Owner.
- 11.2 Bid Proposal Forms must be completed in ink or typed. See other Documentation to be submitted along with the Bid Proposal Form at the end of this section.
- 11.3 Proposals of any Bidder or Bidders who engage in sham or collusive bidding will be rejected. Any Bidder who submits more than one Bid Proposal Form in such manner as to make it appear that the proposals submitted are on a competitive basis from different parties will be considered a collusive Bidder.

- 11.4 Proposals by corporations must be executed in the corporate name by the president or vice-president (or other person having authority to bind the corporation) and the corporate seal must be affixed and attested by the Secretary or Assistant Secretary. The corporate address, telephone number, and the state of incorporation shall be shown below the signature.
- 11.5 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under signature and the official address and telephone number of the partnership must be shown below the signature.
- 11.6 All names must be typed or printed below the signature.
- 11.7 The address and phone number to which communications regarding the proposals are to be directed must be shown.
- 11.8 In addition to the Bid Proposal Form, Bidders must also submit the following as a part of the Bid Proposal.
  - Basic Scope of Services: This shall be a written description of the proposed work. The accounting of the work shall be clear, concise, not verbose but be sufficient with adequate information to make a credible evaluation. This shall include a list of materials (types or brands) to be used
  - Proof of appropriate licenses, copy of current Errors and Admissions Professional/ Liability Insurance held by design build contractor submitting the proposal.
  - Bid Bond.

It is not intended that the above define every minute detail or be all-inclusive, but suitable for the Owner to make a fair assessment of what is being proposed.

## 12.0 SUBMISSION OF PROPOSALS

- 12.1 Proposals shall be submitted at the time and place indicated in the Invitation To Bidders and shall be included in an opaque sealed envelope or box, marked with the Project Title and name and address of the Bidder and other required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face thereof. Proposals sent by mail or other delivery systems must be received by the Owner before the date and time noted in the Invitation To Bidders.
- 12.2 Each Bidder shall submit three (3) copies of the proposal. Each proposal shall be bound in a 3-ring binder or similar format with labeled dividers separating each part of the proposal. The Bid Proposal Form shall be at the

front. At least two (2) of the Bid Proposal Forms shall bear original signatures. Plans may be folded and inserted loose.

### 13.0 MODIFICATIONS AND WITHDRAWAL OF PROPOSALS

- 13.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.
- 13.2 If, within two (2) working days after proposals are opened, any Bidder files a duly signed written notice with owner and promptly thereafter demonstrates to the reasonable satisfaction of the Owner that there was a material and substantial mistake in the preparation of his proposal, that Bidder may withdraw his Bid. Thereafter, that Bidder will be disqualified from further bidding on the Work.

### 14.0 OPENING OF PROPOSALS

- 14.1 Proposals will be opened in a public meeting on May 10, 2021 at 3:00pm. The Owner will decide on the successful bidder within sixty (60) days of the opening of proposals.

### 15.0 PROPOSALS TO REMAIN OPEN

- 15.1 Except as otherwise permitted by law, no proposal, or part thereof, may be withdrawn, canceled or modified for a period of sixty (60) days after the time and date designated in the advertisement for opening of Proposals, unless delayed due to required approvals of another governmental agency in which case proposals shall be irrevocable for ninety (90) days in compliance with the Contract for Public Works Statute, 62 Pa. C.S. sections 3901, et seq., as amended. Thirty (30) day extensions of the date for the award may be made by the mutual written consent of the Owner and the apparently successful Bidder.

### 16.0 AWARD OF CONTRACT

- 16.1 The Owner reserves the right to reject any and all proposals, to waive any and all informalities and the right to disregard all non-conforming, non-responsive or conditional proposals. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and drawings will be resolved in favor of words.
- 16.2 In evaluating the proposals, the Owner will consider all aspects of the proposal including but not limited to price, design, ability to complete the project within the specified time frame, value, completeness of the proposal,

qualification of the Bidder. The Owner reserves the right to select a Contractor based solely on any single aspect or a combination thereof as best serves the Owner's interests.

- 16.3 In evaluating proposals, the Owner shall consider the qualification of the Bidder, whether or not the proposals comply with the prescribed requirements, references of work, management capabilities and overall best value.
- 16.4 The Owner may consider the qualifications and experience of the subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of Work as to which the identity of subcontractors and other persons and organizations must be submitted as provided in Article 9 above. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the Owner.
- 16.5 The selected Bidder will supply and execute documentation AIA 141-Standard Form of Agreement Between Owner and Design/Builder in three (3) originals upon completion of negotiations.

#### 17.0 RETENTION

- 17.1 The contractor shall provide the Owner with an acceptable schedule of values upon award of the contract. The contractor shall submit monthly progress payment requests, including all applicable invoices, within fourteen (14) calendar days of the end of the month during the project. The Owner will pay all approved bills within thirty (30) days of receipt of said bills.
- 17.2 The Owner shall hold as retainage 10% percent of the amount due to the contractor each month until 50% of the Work is completed. When the Work is 50% completed, one-half of the amount retained by the Owner shall be paid to the contractor upon request, provided that the Owner's engineer, inspector or other designated representative approves the application for payment and the contractor is making satisfactory progress, and there is not specific cause for greater withholding. The sum withheld by the Owner after the contract is 50% completed shall not exceed 5% of the value of the completed work based on monthly progress payment requests. All money retained by the Owner may be withheld from the contractor until substantial completion of the Work. The Owner shall, within thirty (30) days of receipt of a request for final inspection and final payment or other representative to conduct a final inspection. If the work is substantially completed, the Owner's representative shall issue a certificate of completion and final certificate for payment and the Owner shall make final payment within forty-five (45) days, less one and one-half times the amount required to complete any then-remaining uncompleted minor items, which amount shall be certified by the Owner's representative. Final payment of any amount

April 8, 2021

withheld for the completion of the minor items shall be paid upon completion of the items.

END OF INSTRUCTION TO BIDDERS

## SCOPE OF WORK AND DESIGN PARAMETERS

### Basis of Project Implementation

1. The means of delivery and execution of the Work will be by "Design-Build" method. The selected Contractor will issue and administer like contract.
2. Bidders are to use the information provided herein and elsewhere in the RFP to design a building which best suits the function, purpose and image of a public building.
3. This is a "turn-key" project. All materials, labor, equipment, etc. required to achieve this are to be included in the Bid Proposal, except for the Work that is specifically noted as "excluded."

### Overview of the Work

1. The Work for this project is located at the existing Cortner Pavilion within the Carroll Valley Borough Park and consists of two components: demolition and new construction. The demolition work will be performed on three (3) separate structures: an existing storage shed located north of the Cortner Pavilion, approximately forty eight (48') feet of the existing exterior pavilion roof and associated columns and trusses (while leaving approximately twelve (12') feet of the existing exterior pavilion northeast of the main entrance in place), and the existing bathroom/small addition located on the northwestern side of the Cortner Pavilion. New construction will consist of the following: fully enclosing the remaining twelve (12') feet of the existing exterior pavilion off of the main entrance, construction of a new shed that will be attached to the northwestern side of the Cortner Pavilion (replacing the bathroom/small addition that will be removed), and the installation of a new roof and siding of the Cortner Pavilion in its entirety after demolition and new construction is completed. Work required for the building construction will be determined by the Design Parameters and by the Bidder's design offer.

The Work will also include all of the site improvements as shown and detailed on the site plans and will include site restoration, seeding, and stabilization.

2. The coordination, installation, and relocation of the required utility services is a part of this Work.
3. Construction documents are not required to be permit quality for the Bid Proposal. The successful bidder will require architectural, structural, plumbing, electrical and HVAC plans bearing the seal and signature of a licensed professional. All designs and construction means and methods shall be in accordance with the various codes governed and enforced at the project site.

Design Parameters

1. The following is intended to provide the Bidder with a guide to the type of construction or design the owner desires. Bidder's are to consider the building's use, location, surroundings and longevity as part of their design assessment.

2. Following are design requirements that are to be incorporated into the Work.

**A. Demolition – Existing (detached) Storage Shed (~15' X 20')**

- Complete demolition of the above mentioned structure including the removal of the concrete slab/footers that it stands on.
- All building materials and spoils must be removed/hailed away and the area shall be restored to match existing landscaping features surrounding the structure.

**B. Demolition – Existing (attached) Storage Shed/Bathroom on Western End of Cortner Pavilion (~12' X 30')**

- Prior to demolition, the contractor shall relocate the existing HVAC system located in the northeast corner of the structure. The Contractor shall coordinate with the Borough in regards to where the existing HVAC system will be relocated.
- Complete demolition of the above mentioned structure including the removal of the concrete slab/footers that it stands on.
- All building materials and spoils must be removed/hailed away.

**C. Demolition – Cortner Pavilion Roof (~30' X 48')**

- The demolition of the existing pavilion roof shall begin at the northeastern most end and shall extend approximately forty eight (48') southwest towards the main entrance of the Cortner Pavilion. Approximately twelve (12') feet of the existing pavilion roof shall remain beginning at the main entrance and extending northeast.
- All building materials including: trusses, columns, CMU masonry blocks, roofing, shingles and all other materials associated with the structure shall be removed and hauled away.
- The concrete floor slab shall remain in place and undisturbed.
- The point at which the portion of the roof that is removed and the portion of the roof that is to remain in place shall be constructed in a fashion to preserve the face of the approximate twelve (12') feet of existing roof in preparation for the new construction of the structure (to be discussed further in the "New Construction," Design Parameters).

- D. **New Construction – Storage Shed to be attached to western end of Cortner Pavilion (~12' X 30') (replaces ~12' X 30' of existing storage shed/bathroom detailed in section, "B," under Design Parameters.**
- Excavate footers and pour with concrete.
  - Set CMU blocks to grade.
  - Pour concrete floor slabs.
  - Frame walls with 2'x4' lumber on 16" center (sill plates shall be treated)
  - Exterior walls shall be constructed with OSB 3/16" sheathing.
  - The new roof for the storage shed shall be tied into the existing roof with 2' X 8' hand-cut rafters.
  - Install new 8' X 7' garage door on western facing wall of new structure (centered).
  - New entrance to structure shall be composed of a 3068 steel entry door.
  - The finishing of the interior of the new structure is included in this parameter and shall be coordinated with the Borough. The Borough will supply all new light fixtures.
- E. **New Construction – Existing Entrance Enclosure Modifications**
- Fully enclose existing main entrance of Cortner Pavilion approximately twelve (12') feet northeast from existing doors.
  - Use existing floor slab to anchor framing of new enclosure.
  - Provide 2' X 6' lumber for the framing of the enclosure on 16" center (sill plates shall be treated).
  - Provide twin 3068 glass/steel front entry door for main entrance.
  - The finishing of the interior of the new structure is included in this parameter and shall be coordinated with the Borough. The Borough will supply all new light fixtures.
- F. **New Construction – New Roof over Cortner Pavilion in its Entirety**
- Strip existing shingles to the bear plywood and/or sheeting and inspect for damage.
  - Any damaged framing/sheeting needs to be repaired prior to new roof installation.
  - Install ice/water guard anchors along the first run of eaves, gable ends, and valleys.
  - Install synthetic roofing felt the balance of the roof.
  - Install new aluminum/metal drip edge.
  - Install 50 year warranty arch shingles
  - Install snow country ridge vent – GAF timberline HD caps
  - Provide all new plumbing boots and vents and provide and install all new flashing.



April 8, 2021

- All new roofing applies to newly attached storage shed on the western side of the pavilion.

G. **New Construction – New Siding**

- Inspect existing siding for damage and replace all structurally compromised areas with new plywood.
- Provide head flashing around all doors and windows.
- Provide a Tyvek air infiltration barrier.
- Provide siding 046 Vinyl at a double 5 dutch-lap pattern.
- All corners and J-trim shall match the color of the siding of the Carroll Valley Borough Office building.
- Replace soffit with white vented vinyl soffit.
- Wrap all fascia boards with aluminum coil.
- Replace all gutters with K6 seamless aluminum gutters, including accessories.

April 8, 2021

## BID PROPOSAL FORM

Design/Build Construction Services

Cortner Pavilion Renovations

The Borough of Carroll Valley

Adams County, PA

The Owner reserves the right to waive any informalities and to reject any and/or all proposals.

The Undersigned:

BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

CONTACT/TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

Hereby certifies that he/she has visited the site and has examined and fully comprehends the requirements and intent of the Request for Proposal including the drawing and being familiar with all the conditions surrounding the construction of the project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, supplies, plant, equipment, and other facilities necessary or proper for or incidental to the performance of the proposed Work and does hereby agree to perform all Work required by the project in accordance with the Contract Documents at the prices stated below. These prices are to cover all expenses incurred in the performance of Work scheduled under the Contract Documents, of which this Proposal is a part.

BIDDER has examined copies of all the Contract Documents and hereby acknowledges receipt of the following Addenda:

Date	Number
1. _____	_____
2. _____	_____

April 8, 2021

The Bidder agrees to furnish all material, labor, and all other costs for the TOTAL LUMP SUM BASE BID of:

\$ \_\_\_\_\_

\_\_\_\_\_  
(The above amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

By submission of this proposal, each Bidder certifies that this price has been arrived at independently, without consultation, communication, agreement, or collusion as to any matter relating to the proposal with any other Bidder or competitor, be it individual or corporation.

The undersigned agrees that if notice of acceptance of proposal is delivered to him, within sixty (60) calendar days from the date of bid opening, he will promptly execute a contract for the above stated compensation.

The undersigned agrees that, once a "Notice to Proceed" is issued or a Contract is executed, he will commence with the preparation of the Construction Documents and make application for a building permit within thirty (30) calendar days from the date noted on the above referenced documents.

The undersigned agrees that once a building permit is received, he/she will substantially complete the Work and make ready for occupancy within one hundred and twenty (120) calendar days from the date of issuance noted on the permit.

The undersigned agrees that if awarded the Contract, proof of compliance with all applicable environmental laws and orders will be provided upon request.

LIST OF SUBCONTRACTORS

*List below the subcontractors to be used on this project.*

SITEWORK: \_\_\_\_\_

CONCRETE: \_\_\_\_\_

MASONRY: \_\_\_\_\_

STRUCTURAL STEEL (if applicable): \_\_\_\_\_

ROOFING: \_\_\_\_\_

PLUMBING: \_\_\_\_\_

HVAC: \_\_\_\_\_

ELECTRICAL: \_\_\_\_\_

April 8, 2021

*Bidder to list other Alternatives at his/her discretion.*

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**BID WITHDRAWAL:**

The Bidder agrees not to withdraw or modify his/her Bid within sixty (60) days after the time for receipt of bids.

**AUTHORIZATION:**

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

FOR: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

DATE: \_\_\_\_\_

END OF BID PROPOSAL FORM

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INTEROFFICE MEMORANDUM

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TO: BOROUGH COUNCIL  
FROM: DAVID A. HAZLETT, BOROUGH MANAGER  
SUBJECT: CAPITAL PURCHASE  
DATE: 04/09/2021  
CC: FILE

Attached please find for your consideration, the information from the Municipal Service Department regarding the Capital Purchase of a Wheel Loader equipped with bucket and loading forks. Included is a statement of rationale, estimated repair costs of the current equipment and service record for your use.

Description/ Warranty	Supplier:	State Contract Price
<u>Volvo – L45H Wheel Loader</u>	<u>Highway Equipment &amp; Services</u>	\$ 92,282.00
Equipped w/ 1.8 cubic yard bucket & 55” forks		<u>\$ 2,201.00</u>
<u>Warranty:</u>		<u>\$ 94,483.00</u>
1yr/2500 hours - machine		
5yr/3000 hours – emissions		
Lifetime/unlimited hours – boom, frame & articulating joint		
<hr/>		
<u>JCB – 411 HT TF4 Wheel Loader</u>	<u>Stephenson JCB</u>	\$ 87,960.00
Equipped w/ 1.6 cubic yard bucket & 48” forks		<u>\$ 5,977.00</u>
<u>Warranty:</u>		<u>\$ 93,937.00</u>
2yr/2000 hours – all parts		
<hr/>		
<u>Caterpillar – 914M Wheel Loader</u>	<u>Cleveland Brothers</u>	\$ 98,884.00
Equipped w/ 1.7 cubic yard bucket & 42” forks		
<u>Warranty:</u>		
1yr/unlimited hours – all parts		
1yr/unlimited hours – travel/time for repair of warrantied items		

**Action Requested:** Borough Staff requests that Council approve the Capital Purchase of the Volvo L45H Wheel Loader with 1.8 cubic yard bucket & 55” forks at a total cost of \$94,483.00. This is a budgeted expense for 2021, with a budget of \$ 94,500. The Loader being replaced will be used as trade for the new equipment.

Thank you for your time and consideration of this matter.

## RATIONALE FOR PURCHASING NEW LOADER

The overall condition of 2004 CAT IT 14G loader has deteriorated resulting in serious safety concerns with rust around the cab and subsequent questionable structural integrity of rollover protection systems (ROPs).

When this piece of equipment was originally built, the ROPs was certified by the manufacturer. This certification guaranteed the cab was structurally certified to withstand the weight of the machine in the event of a rollover. With the current rust damage around the base of the cab, it is questionable if the certification is still reliable.

Cleveland Brothers will perform a visual cab inspection for certification for \$350. If the visual inspection indicates the cab can no longer be certified, the recommendation is immediate disposal of the equipment. If a visual determination indicates the machine can or may be able to be certified, Cleveland Brothers will replace the cab for an estimated \$19,158.20 in additional charges. Sometimes, determination of certification will change during the course of the repair work. If work is performed and it is subsequently determined that the ROPs systems can no longer be certified, all work will cease, the machine will not be reassembled and the Borough will be invoiced for the work done to that point.

In addition to the cab replacement, over \$10,000 of additional repairs are needed for the machine (see attached spreadsheet) for a total estimate of \$30,000 for repairs.

Trade-in allowances for this machine range from \$22,000 - \$24,000. These trade-in values assume the cab is certified. Given the age, current state of the machine and safety concerns, the recommendation is to replace this piece of equipment.

### 2004 CAT IT 14G Loader

REPAIR	ESTIMATED COST
Rollover Protection System	\$ 19,158.20
4 Tires*	\$ 5,042.00
2 Rims	\$ 1,545.26
Fuel Gauge	\$ 347.06
Replace Tilt Cyliners	\$ 3,543.06
Replace Top Step	\$ 371.96
<b>TOTAL</b>	<b>\$ 30,007.54</b>

<u>DATE</u>	<u>SERVICE PERFORMED</u>	<u>HRS</u>
11/15/2004	HYD LEAK FIXED (WARRENTY)	20
1/6/2006	CHANGED OIL & FILTER, FUEL FILTER	52
9/23/2005	CHECKED ALL FLUIDS, CLEANED AIR FILTERS	262
11/8/2007	OIL & FILTER, AIR FILTERS, HYD FILTER, FUEL FILTER, CHECKED ALL FLUIDS, CABIN AIR FILTER	771
10/31/2008	OIL & FILTER, AIR FILTERS, HYD FILTER, FUEL FILTER, CHECKED ALL FLUIDS, CABIN AIR FILTER	965
10/19/2009	OIL & FILTER, AIR FILTERS, HYD FILTER, FUEL FILTER, CHECKED ALL FLUIDS.	1149
11/4/2010	OIL & FILTER, AIR FILTERS, HYD FILTER, FUEL FILTER, CHECKED ALL FLUIDS.	1525
11/10/2011	OIL & FILTER, AIR FILTERS, HYD FILTER, FUEL FILTER, CHECKED ALL FLUIDS, CABIN AIR FILTER	1761
10/9/2012	OIL & FILTER, AIR FILTERS, FUEL FILTER, HYD FILTER,CHECKED ALL FLUIDS, LUBED	1902
12/6/2012	NEW MIRROR	
11/15/2013	OIL & FILTER, AIR FILTERS, FUEL FILTER, HYD FILTER,CHECKED ALL FLUIDS, LUBED	2102
11/13/2014	OIL & FILTER, AIR FILTERS, FUEL FILTER, HYD FILTER,CHECKED ALL FLUIDS, LUBED	2442
9/17/2015	REPLACED ® HYD LINE FOR BUCKET LOCK	2746
10/26/2015	OIL & FILTER, 2 AIR FILTERS, FUEL FILTER, HYD FILTER, CHECKED ALL FLUIDS, LUBED	2768
3/30/2016	REPAIR STEERING WHEEL (BUSHING&SHOCK)	2923
10/10/2016	OIL & FILTER ,2 AIR FILTERS,2 CABIN FILTERS,HYD FILTER,FUEL FILTER, CHECKED ALL FLUIDS, LUBED COOLANT -35 BELOW	2996
3/21/2017	WIPER PIVOT ARM AND NEW BLADE	3082
7/19/2017	Replaced Main bolt in ac compresor frame	3129
11/2/2017	OIL&FILTER AIR HYD FUEL CAB FILTERS LUBE CK FLUIDS	3250
3/27/2018	2 NEW BATTERIES REBUILD ALT (CAT)	3348
6/14/2018	ONE BATTERY (CASE LEAKING FREE REPLACEMENT FROM CAT I HOPE)	3370
12/17/2018	NEW BUCKET(CLEVELAND BROS)	
2/8/2019	ADJUST PARKING BRAKE	3463
10/7/2019	OIL&FILTER AIR HYD FUEL CAB FILTERS LUBE CK FLUIDS	3769
9/8/2020	OIL & FILTER, AIR FILTERS, CABIN AIR FILTER, FUEL FILTER, HYD FILTER,CHECKED ALL FLUIDS, LUBED	3911
1/7/2021	INSTALL NEW LED WARNING LIGHTS	



**Highway Equipment & Supply Co.**

4500 Paxton St.

Harrisburg, PA 17111

Phone: (717) 564-3031

Fax: (717) 564-3568

**QUOTE / SALES ORDER**

Cust. PO \_\_\_\_\_

Sales Rep. Justin SeroskieDate 4/8/2021Customer Carroll Valley BoroughAddress Attn: Jeff Wise5685 Fairfield RoadFairfield, PA 17320

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Ship To \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

F.O.B. Point of Origin - Ship Via FOB - Highway Equipment - Harrisburg☐ PREPAID☐ COLLECTTERMS: ☐ CASH WITH ORDER ☐ C.O.D. ☐ NET 30 DAYS ☐ INSTALLMENTS

Indicate Down Payment term and finance rate in "Finance Details" space provided below.

QTY	MODEL	ITEM / SN	TYPE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	L45H	NEW		VOLVO L45H WHEEL LOADER	\$192,970.00	\$192,970.00
				MICHELIN 15.5R25 XHA TIRES; 85" WIDTH OVER TIRES;		
				REVERSIBLE COOLING FAN; CAB ROPS & FOPS;		
				CAB DOOR W/ SLIDING WINDOW; SLIDING WINDOW RH;		
				SINGLE LEVER CONTROL W/ 3RD FUNCTION;		
				SEAT, HEATED AIR SUSPENSION; CAB HEAT & AC;		
				BACK UP ALARM; HYDRAULIC OIL ISO VG46;		
				TILT CYLINDER; VOLVO HYD QUICK COUPLINGS;		
				WHEEL CHOCKS; PREP FOR 12V ACCESSORIES;		
				ENGINE BLOCK HEATER 110V; SPEED LIMITER, 31MPH;		

Trade-In / Rental Purchase Details:

Equipment Total \_\_\_\_\_

R.P. Credit \_\_\_\_\_

Net Price \_\_\_\_\_

Freight \_\_\_\_\_

Finance Charges \_\_\_\_\_

Doc Fees \_\_\_\_\_

Sales Tax Rate % \_\_\_\_\_

Sales Tax \_\_\_\_\_

TOTAL  

Warranty Details: *Standard Warranty - 12 months or 2,500 hrs; Emission Warranty - 60 months or 3,000 hrs;*  
*LIFETIME WARRANTY - BOOM, FRAME & ARTICULATION JOINT*

TYPE: N = NEW U = USED R = RENTAL PR = PURCHASE OF RENTAL EQUIPMENT A = ACCESSORIES P = PARTS S = SERVICE/REPAIR

Other: *QUOTED SUBJECT TO PRIOR SALE - QUOTE VALID FOR 30 DAYS***PREVENTIVE MAINTENANCE AGREEMENT**☐ ACCEPTED☐ DECLINED

THIS DOCUMENT IS A CONTRACT INCLUDING IMPORTANT TERMS AND CONDITIONS. I HAVE REVIEWED AND ACCEPT ALL TERMS AND CONDITIONS, INCLUDING WITHOUT LIMITATION THOSE ON THE REVERSE SIDE OF THIS CONTRACT. I HAVE READ THIS CONTRACT AND AUTHORIZE THE ENTRY OF THE ABOVE ORDER SUBJECT TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

HESCO  
Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Customer  
Signature X \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



**Highway Equipment & Supply Co.**

4500 Paxton St.  
Harrisburg, PA 17111  
Phone: (717) 564-3031  
Fax: (717) 564-3568

**QUOTE / SALES ORDER**

Cust. PO \_\_\_\_\_ Sales Rep. Justin Seroskie Date 4/8/2021

Customer	<u>Carroll Valley Borough</u>	Ship To	_____
Address	<u>Attn: Jeff Wise</u>		_____
	<u>5685 Fairfield Road</u>		_____
	<u>Fairfield, PA 17320</u>		_____
Phone	_____	Fax	_____

F.O.B. Point of Origin - Ship Via FOB - Highway Equipment - Harrisburg ☐ PREPAID ☐ COLLECT

TERMS: ☐ CASH WITH ORDER ☐ C.O.D. ☐ NET 30 DAYS ☐ INSTALLMENTS

Indicate Down Payment term and finance rate in "Finance Details" space provided below.

QTY	MODEL	ITEM / SN	TYPE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
				ROTATING BEACON PRE-WIRE;		
				REAR VIEW CAMERA;		
				BOOM SUSPENSION SYSTEM - "RIDE CONTROL";		
				HALOGEN WORKLIGHTS - CAB MOUNTED & HEADLIGHTS;		
				REAR VIEW CAMERA; VOLVO CARETRACK;		
				VOLVO HYDRAULIC COUPLER;		
				VOLVO GP BUCKET - 88" (1.8YD) W/ BOCE (3PC);		

**Trade-In / Rental Purchase Details:**

**Trade - 2004 Cat IT14G s/n KZN00355 - APPROX 4,200 HRS. Trade Allowance - \$23,500 as equipped with bucket.**

**OPTIONAL EQUIPMENT - 78" FORK FRAME W/ 2 - 55" FORK TINES = \$2,201 (CO-STAR PRICING) - FORKS NOT INCLUDED IN NEW L45 PRICING.**

**Finance Details:**

Equipment Total	<b>\$192,970.00</b>
41% DGS DISCOUNT	<b>-\$79,118.00</b>
Trade Allowance	<b>-\$23,500.00</b>
Net Price	<b>\$90,532.00</b>
Freight	<b>\$1,000.00</b>
PREP	<b>\$750.00</b>
Doc Fees	
Sales Tax Rate %	
Sales Tax	
<b>TOTAL</b>	<b>\$92,282.00</b>

TYPE: N = NEW U = USED R = RENTAL PR = PURCHASE OF RENTAL EQUIPMENT A = ACCESSORIES P = PARTS S = SERVICE/REPAIR

Other: **QUOTED SUBJECT TO PRIOR SALE - QUOTE VALID FOR 30 DAYS**

**PREVENTIVE MAINTENANCE AGREEMENT**

☐ ACCEPTED

☐ DECLINED

THIS DOCUMENT IS A CONTRACT INCLUDING IMPORTANT TERMS AND CONDITIONS. I HAVE REVIEWED AND ACCEPT ALL TERMS AND CONDITIONS, INCLUDING WITHOUT LIMITATION THOSE ON THE REVERSE SIDE OF THIS CONTRACT. I HAVE READ THIS CONTRACT AND AUTHORIZE THE ENTRY OF THE ABOVE ORDER SUBJECT TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

HESCO  
Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Customer  
Signature **X** \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

## TERMS AND CONDITIONS - EQUIPMENT SALE

**1. General:** The Terms and Conditions of Sale outlined herein shall apply to the sale by Volvo Road Machinery, Inc. d/b/a Volvo Construction Equipment Services (hereinafter referred to as Company) of products, equipment and parts relating thereto (hereinafter referred to as Equipment). Unless prior written agreement is reached, it shall be understood that the Company's proceeding with any work shall be in accordance with the terms and conditions outlined herein. The Company hereby gives notice of its objection to any additional or different terms included in any purchase order or other form submitted by the Purchaser. Such additional or different terms shall not be included in this contract.

The Company will comply with applicable laws and regulations as they may apply to the manufacture of the Equipment. Compliance with any local governmental laws or regulations relating to the location, use or operation of the Equipment, or its use in conjunction with other equipment, shall be the sole responsibility of the Purchaser.

**2. Title and Risk of Loss:** Title and risk of loss or damage to the Equipment shall pass to the Purchaser upon tender of delivery F.O.B. manufacturing facility unless otherwise agreed upon by the parties, except that a security interest in the Equipment shall remain in the Company, regardless of mode of attachment to realty or other property, until full payment has been made therefor. Purchaser agrees upon request to all things and acts necessary to perfect and maintain such security interest and shall protect Company's interest by adequately insuring the Equipment against loss or damage from any cause wherein the Company shall be named as an additional insured.

**3. Assignment:** Neither party shall assign or transfer this contract without the prior written consent of the other party. The Company however shall be permitted to assign or transfer, without the prior written consent of the Purchaser, the Company's right to receive all or any portion of the payment due from the Purchaser under this contract.

**4. Delivery and Delays:** Delivery dates shall be interpreted as estimated and in no event shall dates be construed as falling within the meaning of "time is of the essence".

The Company shall not be liable for any loss or delay due to war, riots, fire, flood, strikes, or other labor difficulty, acts of civil or military authority including governmental laws, order, priorities or regulations, acts of the Purchaser, embargo, car shortage, damage or delay in transportation, inability to obtain necessary labor or materials from usual sources, factory closings or castings, or other causes beyond the reasonable control of the Company. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be adjusted to reflect the actual length of time lost by reason of such delay. The Purchaser's receipt of Equipment shall constitute a waiver of any claims for delay.

**5. Taxes:** The price does not include any present or future Federal, State, or local property, license, privilege, sale, use, excise, gross receipts or other like taxes or assessments which may be applicable to, measured by, or imposed upon or result from this transaction, or any services performed in connection therewith. Such taxes will be itemized separately to Purchaser, who shall make prompt payment to the Company. The Company will accept a valid exemption certificate from Purchaser, if applicable. If such exemption certificate is not recognized by the government taxing authority involved, Purchaser agrees to promptly reimburse the Company for any taxes covered by such exemption certificate which the Company is required to pay.

**6. Set Offs:** Neither Purchaser nor any affiliated company or assignee shall have the right to claim compensation or to set off against any amounts which become payable to the Company under this contract or otherwise.

**7. Patents:** The Company shall defend any suit or proceeding brought against the Purchaser and shall pay any adverse judgment entered therein so far as such suit or proceeding is based upon a claim that the use of the Equipment manufactured by the Company, and furnished under this contract, constitutes infringement of any patent of the United States of America, provided the Company is promptly notified in writing and given the authority, information and assistance by the Purchaser for defense of same; and the Company shall, at its option, procure for the Purchaser the right to continue to use such Equipment, modify it so that it becomes non-infringing, replace the same with non-infringing equipment, or remove such Equipment and refund the purchase price. The foregoing shall not be construed to include any agreement by the Company to accept any liability whatsoever with respect to patents for inventions including more than the Equipment furnished hereunder, or patents for methods and processes to be carried out with the aid of the Equipment. The foregoing states the entire liability of the Company with regard to patent infringement.

**8. Warranty:** The Company warrants that new Equipment manufactured by it and delivered hereunder will be free of defects in material and workmanship for the periods of time specified in the applicable warranties of the Company for such Equipment, which are incorporated herein by reference.

The Purchaser shall be obligated to promptly report any failure to conform to the applicable warranty to the Company in writing within the applicable warranty period, whereupon the Company shall, at its option, correct such nonconformity by suitable repair to such Equipment, furnish a replacement part F.O.B. point of shipment, provided the Purchaser has stored, installed, maintained and operated such Equipment in accordance with good industry practices and complied with specific recommendations of the Company. The Company shall not be liable for any repairs, replacements, or adjustments to the Equipment or any costs of labor performed by the Purchaser or others without the Company's prior written approval.

The effects of corrosion, erosion and normal wear and tear are specifically excluded from the Company's warranty. Performance warranties, if any, are limited to those specifically stated in the Company's proposal. Unless responsibility for meeting such performance warranties is limited to specified shop or field tests, the Company's obligation shall be to correct in the manner and the period of time provided in the applicable warranty.

Accessories or equipment furnished by the Company, but manufactured by others, included but not limited to, engines, tires, batteries, engine electrical equipment, hydraulic transmissis and carriers, shall carry whatever warranty the manufacturers have conveyed to the Company and which can be passed on to the Purchaser.

THE COMPANY MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

Correction by the Company of nonconformities whether patent or latent, in the manner for the period of time provided above, shall constitute fulfillment of all liabilities of the Company such nonconformities, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise with respect to or arising out of such Equipment.

The Purchaser shall not operate Equipment which is considered to be defective, without notifying the Company in writing of its intention to do so. Any such use of Equipment will be at Purchaser's sole risk and liability.

ALL USED EQUIPMENT IS SOLD "AS IS, WITH ALL FAULTS."

**9. Limitations of Liability:** THE REMEDIES OF THE PURCHASER SET FORTH HEREIN ARE EXCLUSIVE, AND THE TOTAL LIABILITY OF THE COMPANY WITH RESPECT TO THIS CONTRACT OR THE EQUIPMENT AND SERVICES FURNISHED HEREUNDER, IN CONNECTION WITH THE PERFORMANCE OR BREACH THEREOF, OR FROM MANUFACTURE, SALE, DELIVERY, INSTALLATION, REPAIR OR TECHNICAL DIRECTLY COVERED BY OR FURNISHED UNDER THIS CONTRACT, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE UNIT OF EQUIPMENT UPON WHICH SUCH LIABILITY IS BASED.

THE COMPANY AND ITS SUPPLIERS SHALL IN NO EVENT BE LIABLE TO THE PURCHASER, ANY SUCCESSORS IN INTEREST OR ANY BENEFICIARY OR ASSIGNEE OF THE PURCHASER, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE DAMAGES ARISING OUT OF THIS CONTRACT OR ANY BREACH THEREOF, ANY DEFECT IN, OR FAILURE OF, OR MALFUNCTION OF THE EQUIPMENT HEREUNDER, WHETHER BASED UPON LOSS OF USE, LOST PROFITS OR REVENUE, INTEREST, LOSS OF GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED EXPENSES OF OPERATION, COST OF PURCHASE OF REPLACEMENT POWER OR CLAIMS OF PURCHASER OR CUSTOMERS PURCHASER FOR SERVICE INTERRUPTION, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OTHERWISE.

**10. Nuclear Liability:** In the event that the Equipment sold hereunder is to be used in a nuclear facility, the Purchaser hereby releases and agrees to indemnify the Company and its suppliers any nuclear damage, including loss of use, in any manner arising out of a nuclear incident whether alleged to be due in whole or in part to the negligence or otherwise of the Company or suppliers.

**11. Governing Law:** The rights and obligations of the parties shall be governed by the laws of the State of North Carolina excluding its conflicts of law principles. The United Nations Convention Contracts for the International Sale of Goods shall not apply to this contract.

**12. Execution:** The Company shall not be bound by any contract or any modification thereto approved in writing by an officer of the Company. The contract, when so approved, shall supersede all previous communications, either oral or written, with respect to the subject matter thereof.

## TERMS AND CONDITIONS - EQUIPMENT RENTAL

**1. Lessee agrees to rent the Equipment for the term and at the stipulated rental rates and to pay such rental when due irrespective of any claims, demands, set-offs, actions, suits or proceedings, that it may have or assert against Lessor.**

**2. From the time the Equipment is shipped from Lessor's facility, until it is returned to Lessor's designated facility, Lessee shall:** (i) use the Equipment solely in the conduct of its business; (ii) use and preserve the Equipment in a careful, proper and lawful manner; (iii) at its own expense keep the Equipment in good repair, condition and working order and pay the cost of any and all parts and labor required for that purpose, using only parts manufactured or furnished by the manufacturer of the Equipment; (iv) not make any material alterations to the Equipment; (v) promptly notify Lessor of any loss of or damage to the Equipment; and (vi) assume the entire risk of loss of and damage to the Equipment, and injury or death to persons, from any cause whatsoever arising under this agreement.

**3. Lessor may inspect the Equipment at all reasonable times.**

**4. Lessee shall report and pay to the appropriate authority any and all license fees, registration fees, assessments, charges and taxes, including penalty and interest, assessed against the Equipment due to rental or use thereof and reimburse Lessor upon request for any such amounts assessed against Lessor by reason of the rental or use of the Equipment, except for taxes payable in respect to Lessor's income.**

**5. Lessee shall keep the Equipment at the address specified in this agreement, and not remove it therefrom without the Lessor's prior written consent. Lessee shall not assign, sublet or pledge any of the Equipment or any interest in this agreement, and any attempt to do so shall constitute an act of default hereunder.**

**6. The Equipment shall at all times remain personal property of Lessor regardless of the degree of its annexation to any real property and shall not by reason of any annexation become a part thereof. Lessor shall retain a security interest in the Equipment in the event that the rental of the Equipment is held by a court to constitute a lease intended for security and Lessee agrees upon request to do all things and acts necessary to perfect and maintain such security interest.**

**7. Lessee, at its own expense, will maintain all risk insurance coverage on the Equipment for its full replacement value, and also such other insurance as Lessor may require. In amounts and under policies acceptable to Lessor, with loss payable to Lessee and Lessor as their respective interests may appear. Upon request of Lessor, Lessee shall furnish certificates of insurance evidencing such coverage. Each policy shall provide for thirty (30) days written notice to Lessor of the cancellation or material modification thereof.**

**8. Lessee shall promptly notify Lessor of each accident involving any Equipment, including time, place, nature of the accident or damage, and such other information as may be known; advise Lessor of all correspondence, papers, notices, or documents received; aid in the investigation and defense of all such claims; and assist in the recovery of damages, from third parties liable therefor.**

**9. In the event of damage to or loss, destruction or theft of the Equipment or any part thereof, Lessee shall pay to Lessor the full value of the Equipment at the time of such occurrence except to the extent that Lessor receives proceeds of insurance covering such Equipment. Such payment may, at Lessor's option, be applied (i) to repair such Equipment, or (ii) to afford Lessee a pro rata reduction in the rental payments attributable to the lost or damaged Equipment, or (iii) to replace the Equipment with equipment of the same make and the same or later model.**

**10. LESSEE UNDERSTANDS THAT LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.**

**11. LESSOR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES OR LOSS (I) RESULTING FROM THE NON-DELIVERY, MANUFACTURE, INSTALLATION, USE OR OPERATION OF THE EQUIPMENT OR FROM ANY DEFECTS IN, FAILURES, MALFUNCTIONS, REPAIRS, REPLACEMENTS, ALTERATIONS THEREOF, OR (II) WITHOUT LIMITATION, ANY OTHER LIABILITY OF NATURE WITH RESPECT TO THE EQUIPMENT, OR THIS AGREEMENT OR ANY BREACH THEREOF OR ARISING OUT OF NEGLIGENCE, FURTHERMORE, LESSEE SHALL INDEMNIFY AND HOLD HARMLESS LESSOR, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEEDINGS, COSTS, EXPENSES, DAMAGES AND LIABILITIES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM, THIS AGREEMENT OR THE BREACH THEREOF.**

**12. Upon termination of this agreement, Lessee will, at its own cost and expense, promptly return the Equipment to Lessor in the same condition as received, reasonable wear and tear and no depreciation excepted.**

**13. If Lessee breaches its obligation to pay rentals when due or any of the other terms of agreement, or if Lessee becomes insolvent or ceases to do business as a going concern, or if the Equipment or any part of it is abused, illegally used or misused, or if Lessee makes an assignment for the benefit of creditors, or if a petition in bankruptcy or for arrangement or reorganization is filed by or against Lessee, or if property of Lessee is attached or a receiver is appointed for Lessee or any of Lessee's property, or if Lessee is in default pursuant to the provisions of other agreement by and between Lessor and Lessee, or whenever Lessor may deem the rental or Equipment insecure, the Lessee hereby authorizes Lessor to enter, with or without process, any premises where the Equipment may be and take possession thereof, or at request of Lessor, Lessee will assemble the Equipment and make the Equipment available to Lessor, in whole or in part as requested, at such place or places designated by the Lessor. Remedies herein are cumulative and any or all such remedies may be exercised in lieu of or in addition to any remedies at law, in equity or under statute. If after default this agreement is in effect with an attorney for collection of unpaid rentals or enforcement of any other right or remedy of Lessor, Lessee shall pay reasonable attorney's fees. Waiver of any default shall not be a waiver of any other or subsequent default.**

**14. All notices required to be given hereunder shall be in writing and shall be deemed adequate given if sent by registered or certified mail to the other party at the registered address of the other party, or at such other place as either party may designate in writing to the other party.**

**15. The rights and obligations of the parties shall be governed by the laws of the State of North Carolina excluding its conflicts of law principles.**

**16. This document and any attachments hereto constitute the entire agreement of the parties with respect to the subject matter hereof. No variation or modification of this document and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by both parties.**





**Prepared For:**  
Jeff Wise  
Carroll Valley Boro  
5685 Fairfield Rd  
Fairfield Pa 17320  
phone:717-398-9991

**Dealer Information**  
STEPHENSON JCB  
7201 PAXTON ST  
HARRISBURG PA 17111  
phone:(717) 564-3434  
fax:(717) 564-7580  
www.stephensonequipmentjcb.com

**Prepared By:**  
Zack Markle  
zmarkle@stephensonequipment.com  
mobile:717-884-2183  
Quote Date: 03/11/21  
Valid Until: 03/12/21  
Quotation Reference: 290371

**Model: 411 HT T4F**

**Qty: 1**

Stock Order/Serial No:2926949

GOODYEAR SGL 15.5-25, 12 PLY  
STANDARD SPEC CAB (USA) SLIDIN G / TINTED GLASS - REAR VIEW C  
AMERA INCLUDED.  
FULL CAB HEATER & AIR CONDITIO NING  
40KPH / 24MPH LSD AXLES, MECHA NICAL PA RK BRAKE, FULL FENDER  
COVERAGE  
STANDARD HEIGHT ARM, 3 SPOOL JOYSTICK CONTROLS, // LIFT  
LANGUAGE PACK: NORTH AMERICAN  
SMOOTH RIDE SYSTEM  
REVERSE FAN  
QUICKHITCH READY - STANDARD AN D HIGH LIFT ARMS - INCLUDES BUCKET  
PINS AND SHIMS  
GRID HEATER - COLD START  
BLOCK HEATER - 110V USA PLUG  
411 HT T4F  
1.6 YD GP Bucket (90 inch Width)  
JCB Hydraulic Quickhitch

Equipment Total		111,960.00
Less Trade In		24,000.00
(1 - Cat IT14G)	24,000.00	
Total Less Trade		87,960.00
Total Customer Sale Price		87,960.00

**Optional Extras** (Optional Extras are not included in the totals)

72 inch Carriage w/48 inch Forks	5,977.00
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93,937

Notes: JCB 2 Year/2000hr Warranty

The above quote supersedes all preceding price quotes. Prices quoted are valid for 30 days from quote date.

Customer Acceptance: \_\_\_\_\_ Date \_\_\_\_\_

Dealer \_\_\_\_\_ Date \_\_\_\_\_





Serving Pennsylvania and Upstate New York for over 50 years, Stephenson Equipment is your source for lifting and construction equipment. We carry a full line of new JCB products for sale and well maintained pre-owned and used construction equipment and tools from a variety of manufacturers. Our dealership has what you need including skid steer loaders, asphalt pavers, compactors, excavators, backhoe loaders, industrial forklifts and wheel loaders!

Our staff has been manufacturer-trained and is experienced in finding efficient solutions to our clients' needs. Whether its parts, service, sales or rentals we are ready to assist you in every way possible.

### Standard Equipment

Standard Equipment and Features & Benefits related to this product are subject to change without notice

LIVELINK	5 Years subscription allows for enhanced machine security, improved service monitoring, and modernized fleet control.
WARRANTY	2 Year full coverage warranty. Extended warranty available (please see the machine warranty certificate for details)
GENERAL	Front and rear unitized mainframe modules with a componentized driveline. Frame mounted hydraulic and fuel tanks with convenient cleanout ports. Front fenders. Side panels and rear engine access with gas assisted struts. Articulation locking strut for transporting.
ENGINE	JCB EcoMax 4.4 L (269 CID) 4-cylinder turbo-charged, water-cooled  direct injection engine. 109 gross HP (Tier4F)  cyclonic air pre cleaner with scavenger system  single element air filter, spin-on filters, injection with water separator  variable speed cooling fan, wide core radiators  single faced cooling pack  thermostart assist and antifreeze to -33 degrees. No serviceable after treatment of exhaust gas.
TRANSMISSION	Fully automatic power-shift transmission with torque converter. Four forward and three reverse gears with a speed inhibitor and modulation for smooth directional changes. Twist grip for manual gear selection with transmission kick-down button. Forward and reverse control switch on hydraulics control lever. Selectable transmission disconnect on brake pedal and hydraulics control lever. Transmission underbelly guard for added protection.
TIRES	Several types available.
FRONT/REAR AXLE	Torque proportioning differentials with outboard planetaries. Optional limited slip differentials available for superior traction performance.
SERVICE BRAKES	Oil immersed and inboard mounted multi-disc design. Dual circuit design with accumulator backup to provide stopping ability in all conditions. Mechanical disc parking brake operating on the transmission output shaft.
ELECTRICS	24 volt, IP 67 water and dust resistant connectors with numerical coded wiring. 55 amp alternator with 2 heavy duty low maintenance batteries rated at 850 CCA. Battery disconnect switch located in battery compartment. Electrical circuit test button. Back-up Alarm.







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## Standard Equipment

### INSTRUMENTS

Center mounted instrument panel with analog digital display gauges (speedometer| fuel| coolant temperature| transmission temperature| hydraulic temperature) and full color LCD screen providing selectable machine and operator menus. Screen also provides service diagnostic information. Parking brake "on" warning light.

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### CAB UNIT

"SAE certified ROPS/FOPS fully enclosed pressurized cab with 68 dB(a) internal noise level (SAE J2105) Dual exterior side view heated mirrors| two interior rear view mirrors| headrest and sun visor. Fully adjustable cloth suspension seat with 3 inch seat belt and left hand armrest. Heater/defroster| windshield wiper/washer| radio provision with speakers. Lighting package includes two headlights| two front and two rear work lights| two tail lights| reverse light| turn signals and cab mounted flashing beacon. Operator's manual. Roof mounted switch bank for accessory controls.

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### HYDRAULICS

Tandem gear pump providing an efficient responsive distribution of power with 32.4 GPM. Two spool loader circuit with accumulator backup. 3rd spool auxiliary hydraulic circuit as standard. Single control lever for lift and tilt functions. Priority steering valve for improved handling and safety and emergency steer back-up

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### LOADER

Parallel lift loader end with a general purpose bucket (see Options, Section 3). Four cylinder geometry for high torque and capacity. Two lift and two tilt cylinders. Return to dig and height kickout. Lift ram safety strut.

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TO: BOROUGH OF CARROLL VALLEY  
5685 FAIRFIELD ROAD  
FAIRFIELD, PA 17320-9611

DATE: April 8, 2021

ATTENTION:

**ONE (1) NEW CATERPILLAR 914M WHEEL LOADER S/N N/A**

VALVE, DRAIN, ECO  
TIRES, 17.5 R25, MX, L2 XTLA  
LIGHTS, ROADING, RH DIP  
SECURITY SYSTEM, NONE  
ENG COOLNT, A/FREEZE (-50C/-58F)  
LIGHTS, STD, HALOGEN  
HYDRAULIC OIL, STANDARD  
HEATER AND AIR CONDITIONER  
POWERTRAIN, HI RIMPULL, 24MPH  
BATTERY, HEAVY DUTY  
ENGINE, C4.4, T4F, HRC  
LOADER ARR, STD CPLR, STD LIFT  
CAB, DELUXE, SINGLE BRAKE  
STEERING, STANDARD  
BUCKET-GP, 1.7 YD3, IT, BOCE  
FORK TINE, 2" X 5" X 42"  
BUCKET TEETH

FENDERS, STANDARD  
HYDRAULICS, 3V/1L, STD LIFT  
WORKTOOL, WIRING  
FEATURE PACKAGE, ROAD & LOAD  
ALARM, BACK-UP  
HEATER, ENGINE COOLANT, 120V  
INSTRUCTIONS, ANSI  
3V QUICK DISCONNECT PUSH FIT  
CAMERA, REAR VIEW  
PRODUCT LINK, CELLULAR, PL240  
FUEL, STANDARD  
SEAT, DELUXE  
RADIO, AM/FM BLUETOOTH  
SEAT BELT, RETRACTABLE 2"  
CARRIAGE, STANDARD COUPLER  
FORK TINE, 2" X 5" X 42"

Selling Price:

**\$120,884.00**

**Warranty:**

STANDARD WARRANTY: 12 MONTH/UNLIMITED HOUR (6 MONTH TRAVEL TIME & MILES INCLUDED)

**Trades:**

**Model**

2004 Caterpillar IT14G

**Serial Number**

0KZN00355

**Amount**

\$22,000.00

**Total Trades:**

**\$22,000.00**

**Finance Summary:**

Selling Price

\$120,884.00

Total Trades

(\$22,000.00)

**Net Selling Price**

**\$98,884.00**

THE FOREGOING QUOTATION IS EFFECTIVE FOR 30 DAYS.

**STANDARD TERMS:** SUBJECT TO CREDIT APPROVAL: NET 10 DAYS. UCC-1 FINANCING STATEMENT WILL BE FILED AND A \$400.00 DOCUMENTATION FEE WILL BE CHARGED IF NOT PAID IN FULL ON OR BEFORE 15 DAYS FROM DELIVERY DATE UNLESS OTHERWISE NOTED ON THE SALES CONTRACT.

**BY:** Doug L Myers QN: S000111463

**DELIVERY:** Unit In Stock

**LEAD TIME:** To be determined at the time of order

**ATTENTION:** THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE OF THIS QUOTATION/OFFER TO SELL -- INCLUDING DISCLAIMERS OF WARRANTIES (INCLUDING MERCHANTABILITY), DISCLAIMERS OF TORT LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY), LIMITATION OF REMEDIES AND EXCLUSIONS OF AND ANY ATTACHMENTS INCORPORATED HEREIN CONSTITUTE THE TERMS, CONDITIONS AND COVENANTS OF THIS QUOTATION/OFFER TO SELL.

TO: BOROUGH OF CARROLL VALLEY  
5685 FAIRFIELD ROAD  
FAIRFIELD, PA 17320-9611

DATE: April 8, 2021

ATTENTION:

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Remarks: AVAILABLE UNDER THE SOURCEWELL AGREEMENT #032119CAT

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THE FOREGOING QUOTATION IS EFFECTIVE FOR 30 DAYS.

**STANDARD TERMS:** SUBJECT TO CREDIT APPROVAL: NET 10 DAYS. UCC-1 FINANCING STATEMENT WILL BE FILED AND A \$400.00 DOCUMENTATION FEE WILL BE CHARGED IF NOT PAID IN FULL ON OR BEFORE 15 DAYS FROM DELIVERY DATE UNLESS OTHERWISE NOTED ON THE SALES CONTRACT.

**BY:** Doug L Myers QN: S000111463

**DELIVERY:** Unit In Stock

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ATTENTION: THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE OF THIS QUOTATION/OFFER TO SELL -- INCLUDING DISCLAIMERS OF WARRANTIES (INCLUDING MERCHANTABILITY), DISCLAIMERS OF TORT LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY), LIMITATION OF REMEDIES AND EXCLUSIONS OF AND ANY ATTACHMENTS INCORPORATED HEREIN CONSTITUTE THE TERMS, CONDITIONS AND COVENANTS OF THIS QUOTATION/OFFER TO SELL.



# CONSTRUCTION EQUIPMENT TERMS AND CONDITIONS

## MANUFACTURER'S WARRANTY

The New Equipment or New Parts quoted herein ("New Products") MAY be subject to certain express warranties of that MANUFACTURER. Any MANUFACTURER'S New Product is subject to a warranty if any, SOLELY BY THE MANUFACTURER. CUSTOMER, BY ACCEPTING THIS QUOTATION/OFFER TO SELL, ACKNOWLEDGES THAT CUSTOMER HAS READ, UNDERSTANDS AND ACCEPTS MANUFACTURER'S WARRANTY (WARRANTIES) APPLICABLE TO THE MANUFACTURER'S NEW PRODUCTS.

## USED PRODUCTS

If equipment or parts other than New Products ("Used Products"), are being quoted herein, such Used Products are sold on an AS-IS basis, without any warranty whatsoever, except as may be expressly stated on the face hereof.

## CLEVELAND BROTHERS' WARRANTIES

Cleveland Brothers gives, in respect to the New Products of Cleveland Brothers (i.e., exchange components or assemblies rebuilt by Cleveland Brothers) sold, and work performed, under the terms of this Quotation/Offer to Sell "Work" – SUBJECT TO CUSTOMER'S ADHERENCE TO CUSTOMER'S RESPONSIBILITIES, AS PROVIDED IN THE PARAGRAPH SO TITLED BELOW – the following express warranties:

- 1) Cleveland Brothers warrants the labor involved in any Work to be free from workmanship deficiency that will cause the Product to be defective as follows:
  - a. Flat rate or quoted fixed price Work is warranted for one hundred eighty (180) days from the date such Work is completed;
  - b. Time and material hourly Work is warranted for ninety (90) days from the date such Work is completed; and
  - c. Special terms expressly stated on the face hereof;

- 2) Cleveland Brothers warrants any New Products of Cleveland Brothers that are used in any Work – for one hundred eighty (180) days from the date such Work is completed – to be free from defects in materials and workmanship;

- 3) If any Work fails to conform to these warranties, Cleveland Brothers will, at a location of Cleveland Brothers' choice and during Cleveland Brothers' normal working hours, replace any defective parts or correct any deficiencies in workmanship if such defects in parts or deficiencies in workmanship are verified by the inspection of an authorized Cleveland Brothers employee. Such replacement of parts or correction of deficiencies in workmanship will be initiated as soon, after verification, as manpower and necessary parts and equipment are available to Cleveland Brothers.

## DISCLAIMER OF OTHER WARRANTIES

THE WARRANTIES CLEVELAND BROTHERS GIVES IN THE IMMEDIATELY PRECEDING PARAGRAPH ARE EXCLUSIVE. CLEVELAND BROTHERS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE.

## SAFETY AND HEALTH STANDARDS

Use of the Products ordered herein may require Customer to comply with various federal, state or local laws, rules, regulations, or safety codes including, but not limited to, the Occupational Safety and Health Act ("OSHA"), current regulations and standards applicable under OSHA ("OSHA Standards") and the Federal Coal Mine Health and Safety Act of 1969 ("Coal Mine Act"). CUSTOMER HEREBY ASSUMES THE ENTIRE RESPONSIBILITY FOR THE INSTALLATION OF SAFETY GUARDS AND DEVICES AS FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS OR SAFETY CODES (INCLUDING OSHA, THE OSHA STANDARDS AND THE COAL MINE ACT) MAY DICTATE, NOTWITHSTANDING THAT CLEVELAND BROTHERS MAY NOT PROVIDE SUCH GUARDS OR DEVICES WITH THE PRODUCTS ORDERED HEREIN. CUSTOMER HEREBY RELEASES CLEVELAND BROTHERS AND CLEVELAND BROTHERS' OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS ARISING FROM ANY USE OF THE PRODUCTS ORDERED HEREIN IN VIOLATION OF THE DICTATES OF ANY FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS OR SAFETY CODES (INCLUDING OSHA, THE OSHA STANDARDS AND THE COAL MINE ACT).

## DISCLAIMER OF TORT LIABILITY

Customer specifically understands and agrees that Cleveland Brothers, and Cleveland Brothers' officers, agents and employees, shall not be liable in tort – whether based on strict liability, or any other theory of tort liability – for any action or failure to act in respect to the manufacture of the Products quoted herein, or for any action or failure to act in respect to the workmanship involved in Products used in any Work. IT IS THE PARTIES' INTENT AND THE INTENT OF THIS PROVISION TO ABSOLVE AND PROTECT CLEVELAND BROTHERS AND CLEVELAND BROTHERS' OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL TORT LIABILITY.

## EXCLUSIVE REMEDY AND EXCLUSION OF CONSEQUENTIAL DAMAGES

Customer specifically understands and agrees that Customer's sole and exclusive remedy for breach of warranty, defective Work, tortious conduct or any other cause of action against CLEVELAND BROTHERS or CLEVELAND BROTHERS' officers, agents or employees, if any, shall be as provided in the express warranties contained in the paragraph above titled "CLEVELAND BROTHERS' Warranties." CUSTOMER SPECIFICALLY UNDERSTANDS AND AGREES THAT NO OTHER REMEDY (INCLUDING BUT NOT LIMITED TO CLAIMS FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, FOR ANY CAUSE WHATSOEVER, OR INJURY TO PERSONS (INCLUDING DEATH RESULTING THEREFROM) OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) SHALL BE AVAILABLE.

## CUSTOMER'S RESPONSIBILITIES

- 1) Customer will at all times operate and maintain the Products in accordance with the instructions outlined in the Maintenance and Operation Instruction Book furnished at time of purchase.

- 2) Any damage to the Products that results from Customer's continued use of the Products after a defect has been recognized by Customer is Customer's sole responsibility and Cleveland Brothers has no responsibility to repair or correct any damage that results from Customer's continued use of the Products after a defect has been recognized by Customer.

- 3) Customer shall be liable to Cleveland Brothers for all expenses incurred by Cleveland Brothers if servicemen are called to the job by the Customer and Customer refuses to permit the requested work to be performed.

- 4) Customer shall make payment for all Products and/or all Work in accordance with the credit and payment policies of Cleveland Brothers that are in effect at the time the Products are sold or the Work is performed.

- 5) Customer grants Cleveland Brothers the right to operate Customer's equipment for purposes of testing or inspecting the Product at Cleveland Brothers' location or at Customer's location.

## OTHER TERMS AND CONDITIONS

- 1) OFFER AND ACCEPTANCE: This Quotation/Offer to Sell is not an acceptance of the terms and conditions of any prior or subsequent offer or order of Customer and any such terms and conditions are expressly rejected. This Quotation/Offer to Sell is an offer by Cleveland Brothers to Customer. Customer, by accepting this Quotation/Offer to Sell, accepts Cleveland Brothers' offer contained herein and such acceptance of this offer is expressly limited to its terms. Any subsequent submission of an order or similar document to Cleveland Brothers covering the Products

or Work quoted herein also constitutes an unqualified acceptance of this offer notwithstanding terms and conditions in said order or other document to the contrary. Under no circumstances shall any terms and conditions of Customer's business forms that are inconsistent with the terms and conditions of this Quotation/Offer to Sell become part hereof. Upon acceptance, this Quotation/Offer to Sell shall become the final written expression of agreement between Cleveland Brothers and Customer, constituting the entire contract between Customer and Cleveland Brothers and superseding all previous communications, either verbal or written. This Quotation/Offer to Sell may be modified only by a writing signed by a corporate officer of Cleveland Brothers. Reference herein to any order or other communication is only for the purpose of identifying the Products or Work ordered. Notwithstanding the foregoing, Cleveland Brothers reserves the right to correct minor errors and omissions committed by Cleveland Brothers' employee while completing this Quotation/Offer to Sell. This right to correct includes, but is not limited to, sales tax, freight, insurance, filing fees, spelling, serial numbers, legal name, payment dates, etc. Such errors will be unilaterally corrected by Cleveland Brothers.

- 2) PRICE: The price of the Products and Work quoted herein, as stated above, is subject to change without notice. The actual sales price of the Products and Work shall be Cleveland Brothers' price in effect at the date of acceptance. If transportation charges are not included in the price of the Products and Work, as quoted above, the same shall be paid by Customer upon delivery. Transportation charges shall include all switching, spotting, drayage, demurrage and other transportation charges or taxes incurred at destination. Customer shall pay, in addition to the sales price applicable at the time of delivery, all excise, privilege, occupational, sales, use, personal property and other taxes, whenever due, and in the event the same are paid by Cleveland Brothers, Customer will reimburse Cleveland Brothers for the cost thereof forthwith upon demand by Cleveland Brothers.

- 3) CUSTOMER'S CREDIT: This Quotation/Offer to Sell contemplates a security interest in the Product, is subject to Cleveland Brothers' approval of Customer's credit on the actual delivery date, and Cleveland Brothers reserves the right to restrict the contract resulting from the acceptance hereof to a cash sale or to specify all credit terms and the security to be given for the extension of credit. Customer shall sign such security documents and financing statements as required by Cleveland Brothers. If Customer fails to make payments in accordance with the terms of the contract resulting from this Quotation/Offer to Sell, Cleveland Brothers may at its election defer any further shipments under such contract or terminate this Quotation/Offer to Sell and the contract resulting from the acceptance hereof and in any such case Customer waives all claims against Cleveland Brothers.

- 4) LATE PAYMENT AND/OR NONPAYMENT BY CUSTOMER: In the event that the invoice applicable to the Products and/or Work described herein is not paid by Customer by said invoice's due date, Customer shall pay a late/service charge of up to 3% of the total invoice amount for each month that said invoice remains unpaid. In the event of nonpayment by Customer, the cost incurred by CLEVELAND BROTHERS in collecting the indebtedness, including attorneys' fees and expenses, with interest at the maximum rate allowed by law from date of expenditure, shall be added to the principal amount of the indebtedness owed to CLEVELAND BROTHERS. The remedies provided by this paragraph are not exclusive and CLEVELAND BROTHERS may elect other remedies at law or in equity.

- 5) RISK OF LOSS AND TITLE: All risk of loss or damage to the Products shall pass to Customer upon delivery by Cleveland Brothers to a carrier for shipment. Title to the Products shall pass to Customer upon receipt by Cleveland Brothers of payment in full.

- 6) LAWS GOVERNING – EXCLUSIVE VENUE – STATUTE OF LIMITATIONS – AND SEVERABILITY: This Quotation/Offer to Sell shall be governed by and construed under the laws of the Commonwealth of Pennsylvania notwithstanding delivery by Cleveland Brothers in a state other than Pennsylvania. Any suit by Cleveland Brothers may be brought in the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Allegheny County, Pennsylvania. The Customer hereby knowingly and for due consideration agrees to the jurisdiction of the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Allegheny County, Pennsylvania and waives all rights to contest the jurisdiction of these Courts. Any suit by Customer for breach of contract, for any alleged tortious conduct or any claim whatsoever brought in law or equity must be filed within one year from the date the cause of action accrued or be forever barred. Any such suit by Customer must be brought in the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Allegheny County, Pennsylvania. If any provision of this Quotation/Offer to Sell shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Quotation/Offer to Sell shall be construed as if such invalid or unenforceable provision had never been contained herein.

- 7) SECURITY INTEREST: Without waiving any rights to elect to proceed under applicable lien laws, the Customer grants a security interest in the Products furnished hereunder until the agreed price has been fully paid in United States currency; and in the event of a default in payment, Cleveland Brothers shall have all rights of repossession and other rights available to a secured party under the applicable laws. Customer will pay all costs of filing any financing, continuation or termination statement with respect to the purchase money security interest created hereby, and Cleveland Brothers is hereby irrevocably appointed Customer's attorney in fact to do all acts and things which Cleveland Brothers may deem necessary to perfect and continue the perfection of its purchase money security interest in the Product.

- 8) PRODUCT LINK: In the event equipment is equipped with Product Link, Customer agrees to allow this data to be accessed by Caterpillar and/or its dealers. Customer understands data concerning equipment, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and/or its dealers to enhance service and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: service meter hours, fault codes, emissions data, fuel usage, software and hardware version numbers, and installed attachments. Caterpillar Inc. recognizes and respects customer privacy. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure.

- 9) TRADES: Purchaser warrants to Cleveland Brothers Equipment Co., Inc. (hereinafter referred to as the "Seller" or "Cleveland" except where full name is used) the trade-in to be free from any lien, encumbrance, security interest or other charge, and the undersigned hereby certifies that he has full authority and right to dispose, sell or trade-in the same at time of transfer to Seller. \_\_\_\_\_ (initial)

Customer:\_\_\_\_\_

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

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

Manager's Signature:\_\_\_\_\_

**Cleveland  
Brothers**



## **CATERPILLAR INC.**

### Greater Productivity, Lower Operating Costs

Cat® equipment is reliable, fuel efficient and economical to run. Greater productivity and lower operating costs results in higher profits.

### Higher Trade-in and Resale Value

Cat machines retain their value and are in high demand. You get more when you sell, which lowers your overall cost of ownership.

### Global Dealer Network

Every Cat machine is backed by our Global Dealer Network, long-recognized as the best in the world for parts, service and equipment.

### Comprehensive Resources and Support

You expect more from the industry leader, and Caterpillar sets the standard with comprehensive programs to improve jobsite safety, train your employees, manage maintenance, and help you grow your business.

### Flexible Financing and Insurance Programs

In addition to a variety of financing options for machines, Caterpillar also offers extended warranties and competitive insurance programs to protect your investment.

### Put the Power of Cat to Work for You

Experience the difference of Caterpillar for yourself. Your local Cat Dealer has everything you need to get any job done

## **CLEVELAND BROTHERS EQUIPMENT COMPANY**

Cleveland Brothers was formed in 1948. On October 10, 2005 Cleveland Brothers acquired Beckwith Machinery Company and in the process more than doubled its size growing to over 1,300 employees. Every action the company takes, every decision it makes, is evaluated in terms of the impact on its customers and how they will profit. From the very beginning, Cleveland Brothers has known that for it to be successful, its customers must succeed. This philosophy has guided the company for over sixty years and placing the customer first will continue to be our focus.

Cleveland Brothers has over 580 trained technicians located throughout our 28 facilities to help service your machine. Most of our shops operate two shifts with several having a third shift. Following strict contamination control and testing guidelines ensures that the work done on your equipment does not create new problems when we are finished. Our technicians are backed by a six person in house training department that keeps their skills current with the latest in service practices and technology. With more than 175 state of the art equipped vehicles in our service fleet we are where you need help when you need it.



CB HYMAC is our full service hydraulic cylinder, pump, hose and motor shop with additional expertise in precision machining and chroming. We offer a variety of service options to help keep your repair costs down. From building custom cylinders for your unique application to salvaging worn or damaged heavy equipment and industrial components, we can save you time and money while lowering the cost of machine ownership. With our depth of experience count on us to service all of your hydraulic needs, including components on John Deere, Komatsu, Kobelco and other machines.

Cleveland Brothers has a central parts distribution center in Bellefonte, Pa. If we don't have the part you need in stock at your local branch, we can typically have it from Bellefonte the next morning due to our night run trucks that run daily to provide excellent customer service. With trucks running between branches regularly we can have the parts you need, when you need them. CAT also has a facility conveniently located in York, Pa for additional local parts support.

Cleveland Brothers' Fluid Analysis Laboratory analyzes a variety of samples including engine oil, hydraulic fluid, and radiator coolant looking for "wear metal contamination". Routine fluid and oil analysis identifies abnormal wear particles alerting you to potential problems in your machine's vital systems. This testing helps you avoid costly failures and all tests are conducted with the latest technology and to Caterpillar's demanding specifications. Our Fluid Analysis Lab was recently honored with CAT's "Images of Excellence Award" certifying that Cleveland Brothers has met strict guidelines for accuracy in testing, fluid sample turn around time, and quality of interpretation of test results. Our Fluid Analysis Laboratory in Harrisburg, Pa can increase the effectiveness of your preventative maintenance today!

We look forward to doing business with you and your company.

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**MEMORANDUM**

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**TO:** BOROUGH COUNCIL; MAYOR  
**FROM:** DAVID HAZLETT, BOROUGH MANAGER  
**SUBJECT:** LOT TRADE REQUEST  
**DATE:** 4/9/2021  
**CC:** GAYLE MARTHERS

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Attached is a proposed lot trade request, which the owner of 24 Toms Creek Trail has proposed a trade for 3 Falcon Trail. Currently, a house is under construction next to 3 Falcon Trail, and our lot would be added to that new construction.

As for the lot proposed to be traded, it is adjacent to another owned by the Borough, and meets Borough goals for lot trades.

I recommend approval of this request.

[Print Form](#)[Submit by Email](#)**Lot Information**

Lot Address 24 Toms Creek Trail  
Parcel # R-0016  
Owner Name Allen Beckett  
Owner Address 596 Middle Creek Road  
City, State, Zip Fairfield, PA 17320

Section R Lot # 0016  
Lot Size (Acres) .67  
Taxes Paid To Date? YES  
Current Annual Taxes \_\_\_\_\_  
Current Assessed Value 14,700

**Lot Evaluation Information**

☒ Wooded ☐ Overgrown ☐ Grass ☒ Stream

Other Significant Physical Features (Please List) \_\_\_\_\_

Can the lot be used for present or future Municipal Facilities?

YES

Can the lot be used for flood control?

YES

Does the lot have marketability for resale?

YES

Will future Borough use for the property will be tax exempt?

YES

Is Adjacent Lot Owned by the Borough?

YES

**Greenspace Evaluation**

Does the Lot have Reasonable Terrain (< 15% slope average front to back)?

YES

Is the lot in an area where there are higher residential densities?

NO

Is the lot on Open and Improved public trail/street/highway?

NO

Section where lot is proposed to be accepted has less than 10% of total lots owned by the Borough?

NO

Is the lot in an area where there are significant geologic/hydrogeologic concerns?

NO

**Comments/  
Recommendations**

The owner would like to trade Lot # R-0016 for Borough owned Lot # P-0083.



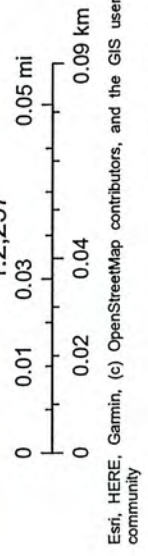
# Adams County Tax Parcel Viewer Map



4/9/2021, 9:03:12 AM

- Michaux State Forest
- State Game Lands
- Gettysburg National Military Park
- Address Points
- Parcel Boundary
- Municipal Boundary
- Street Centerline

1:2,257





[Print Form](#)[Submit by Email](#)**Lot Information**

Lot Address 3 Falcon Trail

Parcel # P-0084

Owner Name Borough of Carroll Valley

Owner Address 5685 Fairfield Road

City, State, Zip Fairfield, PA 17320

Section P Lot # 0084

Lot Size (Acres) .52

Taxes Paid To Date? YES

Current Annual Taxes

Current Assessed Value 13,600

**Lot Evaluation Information**

☐ Wooded ☒ Overgrown ☐ Grass ☐ Stream

Other Significant Physical Features (Please List)

Can the lot be used for present or future Municipal Facilities?

NO

Can the lot be used for flood control?

NO

Does the lot have marketability for resale?

NO

Will future Borough use for the property will be tax exempt?

NO

Is Adjacent Lot Owned by the Borough?

NO

**Greenspace Evaluation**

Does the Lot have Reasonable Terrain (< 15% slope average front to back)?

YES

Is the lot in an area where there are higher residential densities?

NO

Is the lot on Open and Improved public trail/street/highway?

YES

Section where lot is proposed to be accepted has less than 10% of total lots owned by the Borough?

NO

Is the lot in an area where there are significant geologic/hydrogeologic concerns?

NO

**Comments/  
Recommendations**

The owner would like to trade Lot # R-0016 for Borough owned Lot # P-0083.



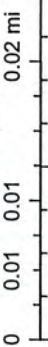
Adams County Tax Parcel Viewer Map



4/9/2021, 9:06:15 AM

-  Michaux State Forest
-  State Game Lands
-  Gettysburg National Military Park
-  Address Points
-  Parcel Boundary
-  Street Centerline
-  Municipal Boundary

1:1,128



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community



## UNFINISHED BUSINESS

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April 8, 2021

## Memorandum

To: Carroll Valley Borough Council

From: GMS Funding Solutions (GMS)

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### PA SMALL WATER AND SEWER PROGRAM UPDATE

#### *Carroll Valley Wastewater Treatment Facility Upgrades Project*

Awarded \$425,000

The Authority awarded the bid to Doli Construction, the lowest apparent responsible bidder, at its March 22, 2021 meeting. The Authority has provided GMS with copies of the bid tabulation and proposals, which must be submitted in order for reimbursement requests to be processed at a later date.

**Next Steps:** The Authority should provide GMS with the fully executed construction contract when available. Wm. F. Hill (engineering) and Doli Construction invoices and copies of payment should be provided to GMS. GMS will draft payment requests for partial reimbursement. The Authority should also provide GMS with the proof of public advertisement for this bid.

### ADAMS COUNTY PARKS, RECREATION AND GREEN SPACE GRANT PROGRAM UPDATE

#### *Carroll Valley Path System – Phase I*

Awarded \$25,000

The Borough must decide on alternate routes for the Carroll Valley Path System, which can be the focus of this grant. The County has approved a request to extend the grant to December 31, 2021. GMS and the Borough have a conference call scheduled for April 9, 2021 to discuss the project and possible alternatives.

**Next Steps:** Once the realignment of the trail is defined, the Borough should coordinate with FSA and continue to 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 PA funds will be used for the second phase of the WWTP project, which the Authority plans to focus on after Phase I has started. The Authority should begin the design process for the Project. The H2O grant expires on June 30, 2023.

**Next Steps:** The Borough should forward all engineer invoices and evidence of payments to GMS. Once the Project is designed, the Authority should move forward with the bidding process. The Authority should provide GMS all draft bid documents for compliance review prior to public advertisement and solicitation of bids.

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#### CARLISLE

354 Alexander Spring Rd.  
Carlisle, PA 17015

[www.GMSFundingSolutions.com](http://www.GMSFundingSolutions.com)  
(717) 552-2639

#### HARRISBURG

112 Market St., 8th Floor  
Harrisburg, PA 17101

## NEW BUSINESS

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## FOR YOUR INFORMATION

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# **MUNICIPAL SERVICES REPORT**

**MARCH 2021**

## **Road Work:** (95 man hours)

March brought several days of heavy rains and high winds in the Borough resulting in multiple incidents of downed trees on:

- Center Trail
- Connie Trail
- Crestview Trail
- Kern Trail
- Meadowlark Trail
- Plain Trail x 2
- Sidetrack Trail
- Valley View Trail
- Sanders Road

Several of these incidents occurred after regular working hours and during weekends.

Additional weather-related activities during the month:

- Repaired stop sign and post at Snow Trail
- Restocked and stored road salt
- Cleaned debris from cross pipe on Old Waynesboro Pike
- Cleaned debris from storm grates at drainage pipes throughout the Borough

MS foreman began discussions with West Penn Power personnel regarding debris remaining in rights of way following tree trimming.

## **Equipment Maintenance and Repair** (538 man hours MS; 5 man hours police department)

March brought preparations for spring in equipment maintenance and the following equipment repairs:

- Removed calcium tanks, cinder boxes, and plows from MS 1, MS 2, MS 3, MS 6, MS 8, MS 10 and MS 11
- Replaced shift sensor and trailer plug on MS 2
- Repaired water lines on MS 5
- Scheduled front end suspension work on MS 5
- Scheduled HVAC repair for MS 6

- Replaced water pump on MS 9
- Replaced 2 rims, wheel studs, rears brakes and hub on MS 10
- Repaired calcium tank platform on MS 15
- Checked for hydraulic leak on EQMS 2
- Replaced hydraulic cylinder for bucket on EQMS 3
- Serviced EQPK 1, EQPK 3, EQPK 5 (Land Pride Flex Mower), EQPK 6

**Police Department Repairs:**

- Serviced PL 21
- Scheduled appointment at Excalibur for replacement of front brakes for PL 21. Transported vehicle to and from appointment.
- Scheduled appointment at Excalibur for replacement of brakes and installation of summer tires. Transported vehicle to and from appointment.
- Washed PL 25

Vehicle and Equipment mileage log for March 2021 included with this report.

**Parks/Property Maintenance:** (383 man hours)

Much of March was devoted to scheduled maintenance on Lake Carroll

- Placed rocks on the inside bank of Lake Carroll to curtail erosion
- Drained down Lake Carroll as needed during the month

Additionally, MS staff provided routine service to maintain the parks and property of the Borough:

- Daily park maintenance continues with emphasis on adhering to COVID-19 protocols. Playground equipment and public restrooms are sanitized daily and trash is checked daily and emptied at least twice per week.
- Implemented contract for pest control
- Fabricated pins and repaired bumper blocks in parking lot at Borough office
- Started spring clean-up of parks
- Trouble shooting and scheduled repair for fuel system gas pump at MS shop
- Continued cleaning and disinfecting at MS shop

**Miscellaneous and Training:** (19 man hours)

Miscellaneous tasks performed by MS personnel during the month:

- Conducted driveway inspections

- MS personnel attended mandatory safety training for materials handling at SGI (Grit mill)
- Traveled outside of the Borough to pick up parts for equipment repairs and maintenance

**Sewer Plant:** (7 man hours)

- Assisted sewer plant operator with pipe maintenance
- MS personnel began training to obtain sewer plant operator's license

**Paid Time Off:** (99 man hours)

Respectfully submitted,

Jeff Wise  
MS Foreman

MONTH: March 2021

Vehicle/Equipment Number	Description	Beginning Odometer/Hours	Ending Odometer/Hours	Total Miles/Hours
MS 1	2021 MAC GRANITE	436	502	66
MS 2	2000 FORD F-350 P/U	150630	150868	238
MS 3	2010 FORD F-550/T	43175	43530	355
MS 4	2001 CHEVY B/T	80916	80943	27
MS 5	2007 FREIGHTLINER SWEEPER TRUCK	14360	14437	77
MS 6	2012 INT 7400 D/T	11902	11955	53
MS 7	1999 INT 5000 D/T	116056	116328	272
MS 8	2015 MACK GRANITE	12177	12177	0
MS 9	2006 INT 7400 D/T	18525	18531	6
MS 10	2012 FORD F-550 D/T	70610	70844	234
MS 11	2016 FORD F-550 D/T	27822	28413	591
TOTAL MILES:				1919
EQMS 2	2006 BOBCAT SKID LOADER	550	664	114
EQMS 3	2004 CAT IT 14G LOADER	4160	4171	11
EQMS 4	580 JOHN DEERE GRADER	717	718	1
EQMS 5	6310 JOHN DEERE TRACTOR B/M	916.4	916.4	0
EQMS 6	BANDIT BRUSH CHIPPER	283.1	283.1	0
EQMS 10	2019 JCB BACKHOE	570	607	37
TOTAL HOURS:				163
EQPK 1	2015 SCAG MOWER	8425	8425	0
EQPK 3	301A JOHN DEERE TRACTOR	9290	9290	0
EQPK 6	2018 SIMPLICITY MOWER	174.2	174.2	0