

AGENDA FOR THE MEETING OF HANOVER BOROUGH COUNCIL
TUESDAY, NOVEMBER 22, 2016 AT 7:00 PM

PRELIMINARY MATTERS & OFFICERS' REPORTS

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Approval of the minutes of the following Council Meetings:
 (a) October 26, 2016
5. Approval of the Bills
6. Report of the Mayor
7. Report of the Fire Chief
8. Reports of the following Borough Administrators:
 - a.) Report of the Borough Manager
 - b.) Supervisor of Public Works
 - c.) Superintendent of Water & Wastewater Treatment
 - d.) Supervisor of Water Treatment Plant
 - e.) Supervisor of Water Distribution
 - f.) Supervisor of Water Meter Department
 - g.) Engineering Department
 - h.) Library Director

9. Employee Service Awards – Mayor Adams

- a. Thomas M. Sheely – Water Department 40 Years
- b. Scott D. Laughman – Water Department 40 Years

10. MAYOR ADAMS

CHILI COOKOFF – Presentation of Charitable Donations

➤ HART Center	\$32,000	
➤ Guthrie Memorial Library	\$18,000	
➤ Friends of Codorus State Park	\$ 6,000	
➤ Salvation Army	\$ 1,500	
➤ York County SPCA	\$ 2,000	
➤ Hanover Borough Fire Department	\$ 1,000	(Aerial Ladder Truck Fund)
➤ Penn Township Vol. Emergency Services	\$ 2,000	
➤ New Hope Ministries	\$ 1,500	
➤ Boy Scout Troop #107	<u>\$ 1,000</u>	
	\$65,000 TOTAL CHARITABLE DONATIONS	

CITIZENS WITH ITEMS OF BUSINESS TO BE BROUGHT BEFORE COUNCIL

REPORTS OF THE STANDING COMMITTEES

Finance & Personnel Committee – Mr. McLin

1. Consideration of a motion ratifying the action of the Borough Officers in making the following investments with People's Bank for a period of 31 days, October 31, 2016 to November 30, 2016 at a variable interest rate of 0.60%:

<u>Funds</u>	<u>Investments</u>
General Fund	\$6,224,900.00
Sewer Fund	\$1,047,300.00
Guthrie Memorial Library Fund	\$0.00
Regional Wastewater Treatment Fund	\$706,500.00
Market House Fund	\$28,500.00
Liquid Fuels Fund	\$79,700.00
Equipment Fund	\$64,400.00
Local Services Tax Fund	\$187,800.00
Business Privilege Tax Fund	\$350,000.00
Sewer Projects Fund	\$0.00
Library Projects Fund	\$18,800.00
Hanover Recreation Endowment Fund	\$296,600.00
Water Revenue Fund	\$3,500,000.00
Water Projects Fund	\$186,000.00
Hanover Recreation Reserve Fund	\$38,900.00
Library Endowment Fund	\$1,659,094.33
2013 Water Bonds	\$0.00
2013 Sewer Bonds	\$80,000.00

REPORTS OF THE STANDING COMMITTEES

Finance & Personnel Committee – Mr. McLin

<u>Funds</u>	<u>Investments</u>
2013 General Bonds	\$165,000.00
2015 Water Bonds	<u>\$3,550,000.00</u>
Total	<u>\$18,183,494.33</u>

2. Consideration of a motion approving the annual Property and Liability Insurance coverage with Selective Insurance Company in the amount of \$454,146.00, and Weber Insurance as Property and Liability Insurance Broker of Record for 2017 in the amount of \$25,000.00.
3. Consideration of a motion approving Stoudt Advisors, Lancaster, PA as Broker of Record for Health and Hospitalization Insurance for 2017 in the amount of \$25,000.00.
4. Consideration of a motion directing advertisement that the proposed 2017 Budgets, with no tax increase, are to be opened for public inspection Monday November 28, 2016 through Friday, December 9, 2016 in the Office of the Borough Secretary, 44 Frederick Street, Hanover, Pennsylvania, 8:00 AM – 4:30 PM, Monday through Friday.
5. Consideration of a motion approving the advertisement of the “Sunshine Bill” in accordance with the Act of October 15, 1998, P.L. 729, No. 93, Sec. 1, 65 Pa. C.S. Sec. 701, et seq., listing the public meetings of boards or commissions of The Borough of Hanover for the 2017 calendar year.
6. Consideration of a motion, as approved in the 2016 budget, for the lease purchase of a rear loading garbage truck to replace the R-3 1991 rear loading garbage truck, in the amount of \$225,000.00 (*estimated \$47,500 annual lease financing*).
7. Consideration of a motion, as approved in the 2016 budget, for the repairs of the Public Works fuel system for compliance with DEP and Liquid Fuels standards in the amount of \$26,000.00.
8. Consideration of a motion requesting a proposal for appraisals from Hertzog Appraisal services for the following properties:
 - a. 123 Railroad Street, Hanover Borough Tax Parcel 67-18-196
 - b. Impounding Dam Road, West Manheim Township, Tax Parcel 52-AD-48A
 - c. 2 Lots, Impounding Dam Road, West Manheim Township Part of Tax Parcel 52-AD-15
9. Consideration of a motion approving the Tuition Reimbursement in the amount of \$1,185.50 for Police Officer Jose Gonzalez for classes successfully completed with the University of Phoenix toward his degree in Criminal Justice Administration.

REPORTS OF THE STANDING COMMITTEES

Planning & Traffic Committee – Mr. Roth

1. Consideration of a motion approving the curb cuts on the Proposed Parking Lot Plan for 220 Potomac Avenue for Hanover Hospital 300 Highland Avenue, drawn by Gerald D. Funke, PLS, bearing project number 163050, dated September 26, 2016, as per the approval of the Hanover Borough Planning Commission on October 5, 2016.
2. Consideration of a motion approving the following resolutions authorizing the Borough Manager to sign and submit applications for Traffic Signal Improvements to the Pennsylvania Department of Transportation:

Resolution No./Intersection

1139 Baltimore St/Hanover St
1140 Baltimore St/Middle St
1141 Center Square
1142 Carlisle St/Chestnut St
1143 Carlisle St/Park Ave
1144 Carlisle St/Stock St
1145 Carlisle St/Elm Ave
1146 Carlisle St/Clearview Rd
1147 Carlisle St/Kuhn Dr
1148 Carlisle St/Radio Rd
1149 Carlisle St/Eisenhower Dr
1150 Frederick St/Forney Ave
1151 Frederick St/High St/Centennial Ave

Resolution No./Intersection

1152 Broadway/Railroad St
1153 York St/Middle St
1154 York St/Pleasant St
1155 Eisenhower Dr/Eichelberger St
1156 Eisenhower Dr/Wilson Ave
1157 Eisenhower Dr/Moulstown Rd/Broadway
1158 Wilson Ave/Gateway Drive East
1159 High St/E Chestnut St
1160 Elm Ave/High St
1161 Dart Dr/Eichelberger St
1162 Stock St/Broadway
1163 Grant Drive/Broadway
1167 Eisenhower Drive at Home Depot Driveway
1168 Wilson Avenue at Gateway Center Drive

3. Consideration of a motion approving the following amendments for Community Development Block Grants:

<u>Contract No.</u>	<u>Project Name</u>	<u>Amendment</u>
45571986	2013 Jackson, Juniper & Commerce St Storm Sewer Improvements	Decreased by \$50,000 & extended to June 20, 2017
45582013	2014 Jackson, Juniper & Commerce St Storm Sewer Improvements	Decreased by \$150,000
45572131	Hanover Commons Storm Sewer Improvements	Increased by \$50,000 to a total of \$100,000 & extended to June 20, 2017
45561902	Hanover Commons Storm Sewer Reconstruction	Extended to June 20, 2017
45392079	Hanover Borough/Penn Township Zoning Ordinance Update	Extended to June 20, 2017

Public Service & Communications Committee – Mr. Shea

1. Consideration of a motion approving Resolution No. 1164 thanking the 300+ volunteers who helped raise the \$65,000 in charitable donations from the 21st Annual Hanover Chili Cook-off held September 4, 2016.

REPORTS OF THE STANDING COMMITTEES

Public Service & Communications Committee – Mr. Shea

2. Consideration of a motion approving Resolution No. 1165 allowing use and sales of alcohol and designated smoking areas at Good Field for the Hanover Chili Cook-off on Sunday, September 3, 2017.
3. Consideration of a motion approving Resolution No. 1166 allowing use and sales of alcohol and designated smoking areas at Good field for the Snacktown Brewfest event sponsored by the Hanover Area Chamber of Commerce on June 24, 2017.
4. Consideration of a motion approving the request of PA Blaze Softball League to use the upper field at Moul Field Complex from mid-April to mid-July, at a cost of \$300.00.

Water & Sewer Committee – Mr. Reichart

1. Consideration of a motion approving Resolution No. 1169 approving the Rules, Regulations, and Schedule of Charges for Water Service, and updated water extension agreements within the limits of The Borough of Hanover.
2. Consideration of a motion authorizing the designation of a drought watch in Hanover Borough, York County, Pennsylvania, asking for residents utilizing the Hanover Borough public water system to reduce their consumption by a minimum of five (5%) percent through voluntary conservation measures as set forth by the Department of Environmental Protection.

MAYOR'S REPORT

OTHER MATTERS

➤ Communications

- a. All Borough Council now has new email addresses at hanoverboroughpa.gov, which will be listed on the Borough website for all Borough business and citizens' contact.

➤ New Business

➤ Unfinished Business

➤ Adjournment

ADDENDUM #1
HANOVER BOROUGH COUNCIL MEETING

November 22, 2016

REPORTS OF THE STANDING COMMITTEES

Public Safety Committee – Mr. Funke

1. Consideration of a motion approving the request of Metropolitan Edison Company to move street light # 21392-17122 from the southwest corner of High Street and Poplar Street to the northeast corner of High Street and Poplar Street.

Chili Cookoff Funds for Distribution - 2016 from 21st Annual Cookoff 9/4/16

11/15/2016

To be presented at Council Meeting November 22, 2016:			<u>Accepting Check</u>		
HART Center 450 E. Golden Lane PO Box 397 New Oxford, PA 17350		\$32,000.00		Ron Bean	
Guthrie Memorial Library Hanover's Public Library 2 Library Place Hanover, PA 17331		\$18,000.00		Lisa Kane	
Friends of Codorus State Park 2600 Smith Station Road Hanover, PA 17331		\$6,000.00		Dwight Resh	
Salvation Army 50 East King St York, PA 17401		\$1,500.00		Julia Greth	
York County SPCA 3159 Susquehanna Trail York, PA 17406		\$2,000.00			
Hanover Borough Fire Department Aerial Ladder Truck Fund 44 Frederick Street Hanover, PA 17331		\$1,000.00		Jan Cromer	
Penn Township Volunteer Emergency Services 204 Clover Lane Hanover, PA 17331		\$2,000.00		Mike Smith	
New Hope Ministries 135 Baltimore Street Hanover, PA 17331		\$1,500.00			
Boy Scouts Troop #107 ABVM Church 26 N. Third St McSherrystown, PA 17344		\$1,000.00			
Total Charitable Donations:		\$65,000.00			
Account balance		\$67,414.55			
		\$2,414.55		Left in account for 2017	

INVESTMENT
 FROM 10/31/2016 TO 11/30/2016
 NUMBER OF DAYS INVEST 30
 ACCOUNT/BANK 1270017202 PeoplesBank
 INTEREST RATE 0.60% [VARIABLE]
 ESTIMATED INTEREST INCOME \$ 8,967.20

		<u>INTEREST</u>
GENERAL FUND	\$ 6,224,900.00	\$ 3,069.83
SEWER FUND	\$ 1,047,300.00	\$ 516.48
GUTHRIE MEMORIAL LIBRARY	\$ -	\$ -
R.W.T.F.	\$ 706,500.00	\$ 348.41
MARKET HOUSE	\$ 28,500.00	\$ 14.05
LIQUID FUELS	\$ 79,700.00	\$ 39.30
EQUIPMENT FUND	\$ 64,400.00	\$ 31.76
LOCAL SERVICES TAX	\$ 187,800.00	\$ 92.61
BUSINESS PRIVILEGE TAX	\$ 350,000.00	\$ 172.60
SEWER PROJECTS	\$ -	\$ -
LIBRARY PROJECTS	\$ 18,800.00	\$ 9.27
HANOVER RECREATION END	\$ 296,600.00	\$ 146.27
WATER REVENUE	\$ 3,500,000.00	\$ 1,726.03
WATER PROJECTS	\$ 186,000.00	\$ 91.73
HANOVER RECREATION BOARD	\$ 38,900.00	\$ 19.18
LIBRARY ENDOWMENT	\$ 1,659,094.33	\$ 818.18
2013 WATER BONDS	\$ -	
INTEREST	\$ -	\$ -
2013 SEWER BONDS	\$ 80,000.00	
INTEREST	\$ -	\$ 39.45
2013 GENERAL BONDS	\$ 165,000.00	
INTEREST	\$ -	\$ 81.37
2015 WATER BONDS	\$ 3,550,000.00	
INTEREST	\$ -	\$ 1,750.68
TOTAL	\$ 18,183,494.33	\$ 8,967.20

GRAND TOTAL -
 November 30, 2016
 \$ 18,192,461.53

THE BOROUGH OF HANOVER
44 FREDERICK STREET
HANOVER, PA 17331

PUBLIC MEETING SCHEDULE 2017

In accordance with the Act of October 15, 1998, P.L. 729, No. 93, Sec. 1, 65 Pa. C.S. Sec. 701, et seq., commonly referred to as the "Sunshine Bill", the following public meetings of the below listed boards or commissions of The Borough of Hanover will be scheduled for the 2017 calendar year. All meetings will be held at 44 Frederick Street, Hanover, Pennsylvania unless otherwise noted:

Hanover Borough Council 7:00 PM Hanover Borough Council Chamber

Fourth Wednesday January at 7:00 PM; First Wednesday of February at 5:00 PM for Joint Bid Opening; 4th Wednesday of February at 6:00 PM; Fourth Wednesday March through December at 7:00 PM; with the exception of November which shall be the fourth Tuesday at 7:00 PM.

Police Pension Committee 11:00 AM Hanover Borough Office

Wednesday, January 10th; Tuesday, April 11th; Tuesday, July 11th; and Tuesday, October 10th, 2017.

Planning Commission & Committee 7:00 PM Hanover Borough Council Chamber

The first Wednesday of January through December in 2017.

Recreation Board 5:30 PM Hanover Borough Council Chamber

Second Thursday January through October; no meetings in November & December.

Zoning Hearing Board: 7:00 PM Hanover Borough Council Chamber

Third Monday January through November; no meeting in December.

Library Board of Governors: 12:15 PM Guthrie Memorial Library, Hanover's Public Library,

2 Library Place, Hanover, PA Second Thursday of every month in 2017 with the exception of June, July and August.

Finance Committee: 7:00 PM Hanover Borough Council Chamber

Third Wednesday of every month in 2017.

Shade Tree Commission: 9:00 AM Hanover Borough Municipal Building

First Monday of every month in 2017; except September which shall be the second Monday; no meetings in July or December.

Engineering, Compliance, Office & Facilities Committee: The first Wednesday of every month at 6:00 PM.

Public Safety Committee: The third Monday of every month at 6:00 PM.

Public Service & Communications Committee: The third Wednesday of every month at 6:00 PM.

Public Works Committee: The fourth Wednesday of every month at 6:00 PM, with the exception of Wednesday, February 24th which shall be held at 5:00 PM; and the fourth Tuesday of November at 6:00 PM.

Water & Sewer Committee:

The above meetings as listed, are intended to be open public meetings to any and all items of business which might be brought before the appropriate public body at the meeting. All interested persons are invited to attend same.

THE BOROUGH OF HANOVER

Michael J. O'Rourke
Borough Manager

ADVERTISE: December 6, 2017

HERTZOG

APPRAISAL SERVICES, INC.

November 15, 2016

Michael O'Rourke, Interim Manager
Borough of Hanover
44 Frederick Street
Hanover, PA 17331

Re: Proposal for Appraisal Reports

- 123 Railroad Street, Hanover Borough - Tax Parcel 67-18-196
 - Impounding Dam Road, West Manheim Township - Tax Parcel 52-AD-48A
 - 2 Lots, Impounding Dam Road, West Manheim Township - Part of Tax Parcel 52-AD-15
- York County, Pennsylvania

Dear Mr. O'Rourke:

Pursuant to your request, we are happy to submit a proposal for appraisals on the above referenced property, for the purpose of developing opinions of market value of the fee simple interest for marketing for potential sale. The analyses will be prepared according to the guidelines of the client. The analyses will also conform to the Uniform Standards of Appraisal Practice (USPAP) adopted by the Appraisal Foundation.

Our fee for the appraisal reports will total \$1,325, with a delivery date within 3 weeks.

This assignment can be completed within the stated time period only if we receive, in a timely manner, the signed engagement letter and any relevant information needed for the preparation of the report.

Please call if you have any questions about anything contained in this proposal.

Respectfully submitted,


Rory C. Hertzog, President
PA Certified General Real Estate Appraiser
GA-003432

Engagement Letter Accepted,

By: _____

THE BOROUGH OF HANOVER
44 FREDERICK STREET
HANOVER, PENNA. 17331
717-637-3877 FAX 717-637-2805
AN EQUAL OPPORTUNITY BOROUGH

LETTER OF AGREEMENT
For
College Tuition Reimbursement

TO: Mayor Ben Adams
Honorable Members of Hanover Borough Council
Borough Manager O'Rourke
My Department Administrator

I, Jose A. Gonzalez JR am seeking tuition reimbursement in the amount of \$ 1,185.50 for an approved college course(s) that I have recently completed. I have attached my grade transcript and a receipt for tuition costs that I have paid.

I understand and I agree that the Borough of Hanover has a vested interest in my career development and that the primary purpose of tuition reimbursement is to provide an investment return for our community.

Therefore in consideration of the tuition reimbursement monies to me, I will commit myself to continue as a Borough of Hanover employee for three (3) consecutive years after the date of this Letter of Agreement. Should my employment with the Borough of Hanover end prior to the elapse of three (3) years from the date of this agreement, I will reimburse the Borough the full amount of tuition costs paid and received by me for this college course(s).

Sincerely,


Date: 11/2/2016

(Sample Resolution for Each Traffic Signal)

RESOLUTION

BE IT RESOLVED, by authority of the Hanover Borough Council
(Name of governing body)

of the Borough of Hanover, York County, and it
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the Borough Manager
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

The Borough of Hanover
(Name of MUNICIPALITY)

(Signature and designation of official title)

By: _____
(Signature and designation of official title)

I, Dorothy C. Neiderer
(Name)

Secretary
(Official Title)

of the Borough of Hanover, do hereby certify that the foregoing
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Hanover Borough Council, held the 22nd day of November, 2016.
(Name of governing body)

DATE: _____

(Signature and designation of official title)

**SAMPLE RESOLUTION ATTACHMENTS
(for each traffic signal)**

TE-160 (6-12)

Sheet 1 of 5
DEPARTMENT USE ONLY

**Application for
Traffic Signal Approval**

Please Type or Print all information in Blue or Black Ink



County : _____
Engineering District : _____
Department Tracking # : _____
Initial Submission Date : _____

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Michael J. O'Rourke Title : Interim Borough Manager
Municipal Name : Hanover Borough
Municipal Address : 44 Frederick Street
Municipal Phone Number : 717-637-3877 Alternative Phone Number : _____
E-mail Address : morourke@borough.hanover.pa.us
Municipal Hours of Operation : 8:00 AM-4:30 PM Monday-Friday

B - Application Description

Location (intersection) : _____

Traffic Control Device is : NEW Traffic Signal EXISTING Traffic Signal (Permit Number) : 2253

Type of Device (select one) Traffic Control Signal (MUTCD Section 4D, 4E, 4G) Flashing Beacon (MUTCD Section 4L) School Warning System (MUTCD Section 7B)
 Other : _____

Is Traffic Signal part of a system? : YES NO System Number (if applicable) : N/A

If YES, provide locations of all signalized intersections in system.

SR 0094 (Baltimore St) and: Hanover St, Middle St, SR 0116 (Frederick St)/SR 0194 (Broadway), SR 0194 (Chestnut St), Park Ave; SR 0094 (Broadway) & Railroad St/SR 0116 (York St); SR 0116 (York St) & Middle St, SR 0116 (York St) & Pleasant St, SR 0194 (Frederick St) & SR 0116 (High St)/Centennial Ave, SR 0194 (Frederick St) & Forney Ave, SR 0116 (High St) & Chestnut St

Explain the proposed improvements :

Implementation of an Adaptive Traffic Control System (ATCS) along the SR 0094, SR 0116, and SR 0194 corridors, installation of an Emergency Vehicle Preemption (EVP) System, miscellaneous signing and pavement marking improvements, installation of an aerial fiber optic signal communications system.

Associated with Highway Occupancy Permit (HOP)? : YES NO If YES, HOP Application # : _____

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

Municipal Personnel Municipal Contractor Municipal Personnel & Contractor
 Other : Swam Electric

Maintenance and Operations Contact Name : Gilbert Colehouse Company/Organization : Borough of Hanover

Phone # : 717-451-0167 Alternative Phone # : 717-637-3821 E-mail : gcolehouse@borough.hanover.pa.gov

D - Attachments Listing

- Municipal Resolution (required)
- Letter of Financial Commitment
- Traffic Signal Permit
- Warrant Analysis
- Crash Analysis
- Location Map
- Photographs
- Straight Line Diagram
- Capacity Analysis
- Traffic Impact Study (TIS)
- Traffic Volumes / Pedestrian Volumes
- Turn Lane Analysis
- Turn Restriction Studies
- Other : _____

Application for Traffic Signal Approval



County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Please Type or Print all information in Blue or Black Ink

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

- The applicant agrees to comply with the attached Exhibits:
- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
 - Exhibit "B": Recordkeeping (Sheet 4 of 5)
 - Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Michael J. O'Rourke

Date : _____

Signed By : _____

Witness or Attest : _____

Title of Signatory : _____

Title of Witness or Attester: _____

Exhibit "A":
Preventative and Response Maintenance
Requirements



County : _____
Engineering District : _____
Department Tracking # : _____
Initial Submission Date : _____

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

Response Maintenance

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

EMERGENCY REPAIR:

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

Response Maintenance Schedule

KNOCKDOWNS

Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency or Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only

TYPE OF REPAIR PERMITTED

EQUIPMENT FAILURE

Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

**Exhibit "B":
Recordkeeping**

County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

FORM 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

FORM 2 - Response Maintenance Record

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

FORM 3 - Preventive Maintenance Record

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":
Signal Maintenance Organization**

County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____

Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

Application Instructions



A - Applicant's (Municipal) Contact Information

Municipal Contact's Name: Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

Title: Provide the title of the municipal contact name.

Municipal Name: Provide the official municipal name.

Municipal Address: Provide the full address of the municipal building.

Municipal Phone Number: Provide the municipal phone number of the municipal contact.

Alternative Phone Number: Provide an alternative phone number of the municipal contact.

E-mail Address: Provide the e-mail address of the municipal contact.

Municipal Hours of Operation: Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

B - Application Description

Location (*intersection*): Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

Traffic Control Device is: (Please select one of the two following categories)

NEW Traffic Signal: This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

EXISTING Traffic Signal: This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

(Permit Number): Please provide the traffic signal permit number.

Type of Device (select one): (Please select one of the four following categories)

Traffic Control Signal: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

Flashing Beacon: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

School Warning System: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

Other: When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

Is Traffic Signal part of a system?: Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

Explain the proposed improvements: Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

Associated with Highway Occupancy Permit (HOP)?: Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by?: Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

Maintenance and Operations Contact Name: Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

Company/Organization: Provide the name of the company/organization with which the primary maintenance contact is affiliated.

Phone #: Provide the phone number for the primary maintenance contact.

Alternative Phone #: Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

E-mail: Provide the e-mail address for the primary maintenance contact.

D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

E - Applicant (Municipal) Certification

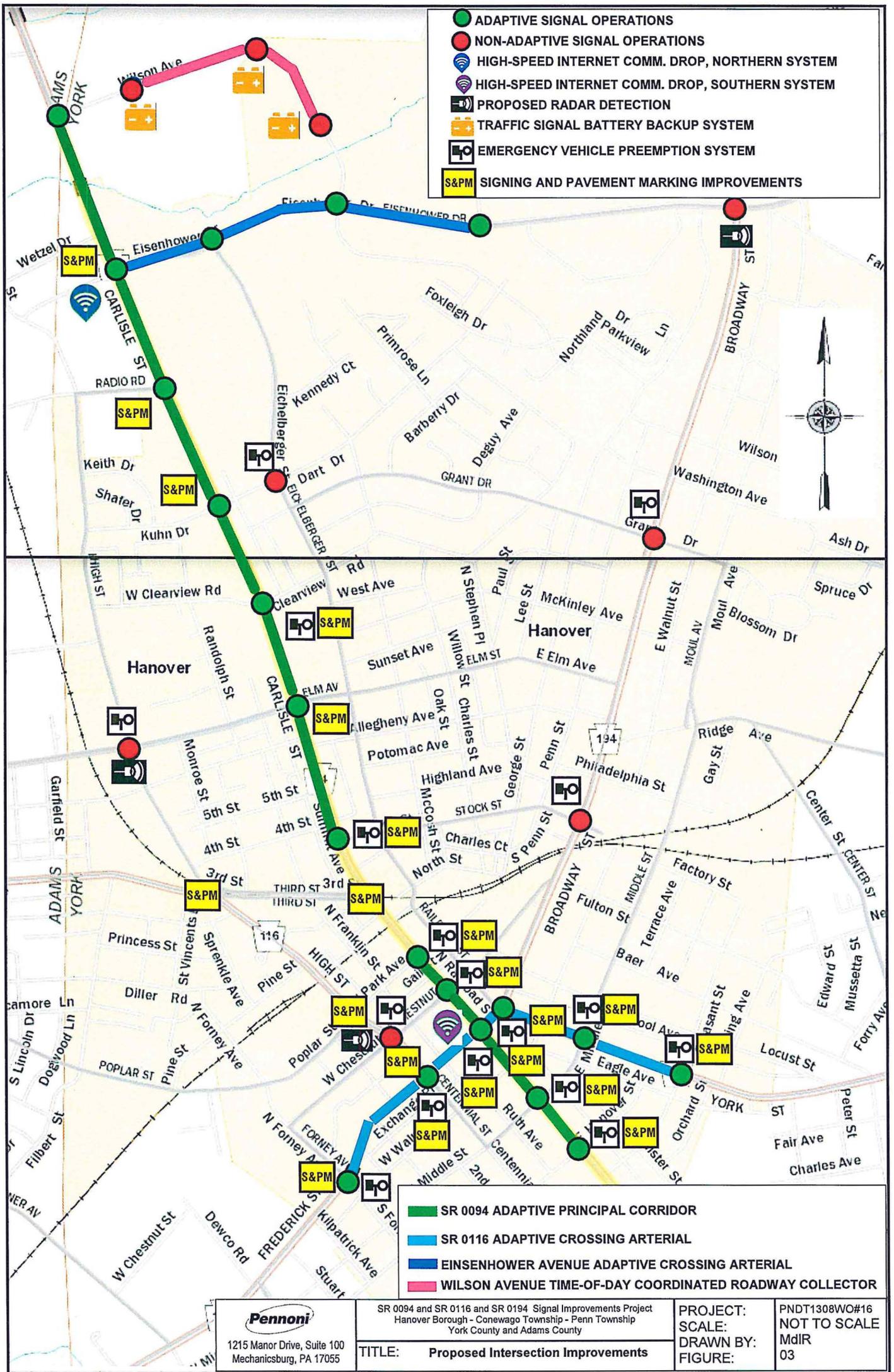
Printed Municipal Contact Name: Please print the name of the municipal contact person signing the application.

Date: Please provide the date on which the application was signed.

Signed By: Please provide the signature of the named municipal contact.

Title of Signatory: Please provide the title of municipal contact.

Witness or Attach: Please provide the signature of the person witnessing or attesting the signature



Pennoji
 1215 Manor Drive, Suite 100
 Mechanicsburg, PA 17055

SR 0094 and SR 0116 and SR 0194 Signal Improvements Project
 Hanover Borough - Conewago Township - Penn Township
 York County and Adams County

TITLE: **Proposed Intersection Improvements**

PROJECT:
 SCALE:
 DRAWN BY:
 FIGURE:

PNDT1308WO#16
 NOT TO SCALE
 MdlR
 03



LIST OF STUDY AREA INTERSECTIONS AND PROPOSED IMPROVEMENTS

SR 0094 and SR 0116 and SR 0194 Signal Improvements Project
 Hanover Borough - Conewago Township - Penn Township
 York County and Adams County

Id.	Permit No.	Intersection	Municipality	Traffic Control	Proposed Intersection Improvements				Remarks
					Updated Signing & Pvm't Markings	Emergency Vehicle Preemption	Adaptive Traffic Control System	Other Improvement	
1	B-030	E Hanover St / W Hanover St at Baltimore St (SR 0094)	Hanover Borough	Signalized	YES	YES	YES		
2	B-035	E Middle St / W Middle St at Baltimore St (SR 0094)	Hanover Borough	Signalized	YES	YES	YES		
3	B-043	Frederick St (SR 0116) / Broadway (SR 0116) at Carlisle St (SR 0094) / Baltimore St (SR 0094)	Hanover Borough	Signalized	YES	YES	YES		
4	B-045	E Chestnut St (SR 0194) / W Chestnut St (SR 0194) at Carlisle St (SR 0094)	Hanover Borough	Signalized	YES	YES	YES		
5	B-038	Park Ave at Carlisle St (SR 0094)	Hanover Borough	Signalized	YES	YES	YES		
6	B-036	Stock St (SR 0282) at Carlisle St (SR 0094)	Hanover Borough	Signalized	YES	YES	YES		
7	B-037	Elm Ave (SR 3098) / Elm Ave (SR 0724) Carlisle St (SR 0094)	Hanover Borough	Signalized	YES	NO ⁽¹⁾	YES		
8	B-033	Carlisle St (SR 0094) at W Clearview Rd / Clearview Rd	Hanover Borough	Signalized	YES	YES	YES		
9	B-034	Kuhn Dr / Dart Dr and Carlisle St (SR 0094)	Hanover Borough	Signalized	YES	NO ⁽¹⁾	YES		
10	B-072	Carlisle St (SR 0094) at Radio Rd	Hanover Borough Penn Township	Signalized	YES	NO ⁽¹⁾	YES		
11	B-012	Carlisle St (SR 0094) at Eisenhower Dr	Hanover Borough Penn Township	Signalized	YES	NO ⁽¹⁾	YES		
12	T-196	Carlisle Pike (SR 0094) / Carlisle St (SR 0094) at Wilson Ave	Conewago Township Penn Township	Signalized	NO ⁽²⁾	NO ⁽¹⁾	YES		—
13	B-078	Frederick St (SR 0194) at N Forney Ave / S Forney Ave	Hanover Borough	Signalized	NO ⁽²⁾	YES	YES		
14	B-032	Frederick St (SR 0194) at High St / Centennial Ave	Hanover Borough	Signalized	YES	YES	YES		
15	B-069	Broadway (SR 0194) at N Railroad St / S Railroad St at York St (SR 0116)	Hanover Borough	Signalized	YES	YES	YES		
16	B-039	York St (SR 0116) at E Middle St	Hanover Borough	Signalized	YES	YES	YES		
17	B-047	York St (SR 0116) at Pleasant St	Hanover Borough	Signalized	YES	YES	YES		
18	B-016	Eisenhower Dr at Eichelberger St	Hanover Borough	Signalized	NO ⁽²⁾	NO ⁽¹⁾	YES		
19	B-013	Eisenhower Dr at Wilson Ave	Hanover Borough	Signalized	NO ⁽²⁾	NO ⁽¹⁾	YES		
20	B-002	Eisenhower Dr at Home Depot	Hanover Borough	Signalized	NO ⁽²⁾	NO ⁽¹⁾	YES		
21	B-003	Eisenhower Dr / Moulstown Rd (SR 3072) at Broadway (SR 0194)	Hanover Borough	Signalized	NO ⁽²⁾	NO ⁽¹⁾	NO	Radar Detection	
22	T-199	Wilson Ave at Gateway West Dr	Penn Township	Signalized	NO ⁽²⁾	NO ⁽¹⁾	YES	Battery Backup System	—
23	B-086	Wilson Ave at Gateway Center Dr	Hanover Borough Penn Township	Signalized	NO ⁽²⁾	NO ⁽¹⁾	YES	Battery Backup System	
24	B-087	Wilson Ave at Gateway East Dr	Hanover Borough	Signalized	NO ⁽²⁾	NO ⁽¹⁾	YES	Battery Backup System	
25	B-041	High St (SR 0116) at E Chestnut St	Hanover Borough	Signalized	YES	YES	NO	Radar Detection	
26	B-076	W Elm Ave at High St	Hanover Borough	Signalized	NO ⁽²⁾	YES	NO	Radar Detection	
27	B-008	Dart Dr at Eichelberger St	Hanover Borough	Signalized	NO ⁽²⁾	YES	NO		
28	B-031	Stock St at Broadway (SR 0194)	Hanover Borough	Signalized	NO ⁽²⁾	YES	NO		
29	B-007	Broadway (SR 0194) at Grant Dr	Hanover Borough	Signalized	NO ⁽²⁾	YES	NO		
30		Carlisle St (SR 0094) at W Walnut St	Hanover Borough	Non-Signalized	YES	N/A	N/A		—
31		Carlisle St (SR 0094) at 3rd St	Hanover Borough	Non-Signalized	YES	N/A	N/A		—
32		3rd St (SR 0116) at High St (SR 0116)	Hanover Borough	Non-Signalized	YES	N/A	N/A		—
33		Poplar St / W Park Ave at High St (SR 0116)	Hanover Borough	Non-Signalized	YES	N/A	N/A		—
34		E Walnut Ave at York St (SR 0116)	Hanover Borough	Non-Signalized	YES	N/A	N/A		—

NOTES

⁽¹⁾ Emergency Vehicle Preemption System already installed at the intersection

⁽²⁾ Intersection not listed in the Road Safety Audit studies.

N/A - Not Applicable

PLANNING
COMMISSION

Walter A. Kuhl
Chairman

Mary E. Coble
Vice Chairman

Sean P. Kenny
Secretary

Brian Brenneman
Treasurer

Eric Bortner

Matthew
Chronister

Kevin F. Clark

Thomas W. Earp

Robert Kruger

Felicia S. Dell
Director

Jeffrey L.
Rehmeyer II
Solicitor

EQUAL
OPPORTUNITY
EMPLOYER

November 4, 2016

Richard Rorrer
Hanover Borough
44 Frederick Street
Hanover PA 17331

Re: Hanover Boro/ Jackson, Juniper, Commerce St Sewer
CDBG # 45571986 / 45582013
Hanover Commons Storm Sewer
CDBG # 45572131 / 45561902
Hanover B/ Penn T Zonning Ordinance Update
CDBG # 45392079

Dear Mr Rorrer:

Enclosed are the Amendatory Contracts for the above referenced Block Grant Project. The Time of Performance is being extended to allow time for project completion. All copies of the contract must be signed, dated, and returned to me. When the Amendatory Contract is executed by the County Commissioners, I will return one copy to you for your file.

If you have any questions, please call me.

Respectfully yours,



Wanda Montalvo
Project Compliance Specialist

enc's

45571986

AMENDATORY CONTRACT # 5

THIS AMENDATORY CONTRACT, entered into by the COUNTY OF YORK, acting through the York County Planning Commission, and HANOVER BOROUGH;

WITNESSETH THAT;

WHEREAS, the COUNTY and the BOROUGH entered into a contract executed by the parties on January 22, 2014 and March 26, 2014 respectively, with regard to a grant from the 2013 York County Community Development Program administered by the Planning Commission, to assist the BOROUGH in a project entitled "*Jackson, Juniper & Commerce St Storm Sewer Improvements*"; and

WHEREAS, the COUNTY and the BOROUGH desire to amend the said contract in certain respects;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is agreed that the said contract be and the same is hereby amended as follows:

INCREASE IN FUNDS

The budget is decreased by **\$50,000.00**, for a total grant of \$50,000.00.

TIME OF PERFORMANCE

Extend the time period of execution of the project covered in the contract to **June 30, 2017**.

CHANGE IN LOCATION OR SCOPE

NO CHANGE

All other provisions of the Contract remain unchanged.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

COUNTY OF YORK

Approved: _____
Community Development Chief

Date: _____

ATTEST:

Sherry L Baer
Chief Clerk

Susan Byrnes
President Commissioner

Doug Hoke, Commissioner

Christopher B. Reilly, Commissioner

ATTEST:

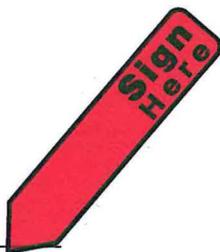
Secretary

HANOVER BOROUGH

President, Borough Council

Date: _____

Date: _____



X
45582013

AMENDATORY CONTRACT # 5

THIS AMENDATORY CONTRACT, entered into by the COUNTY OF YORK, acting through the York County Planning Commission, and HANOVER BOROUGH;

WITNESSETH THAT;

WHEREAS, the COUNTY and the BOROUGH entered into a contract executed by the parties on January 22, 2014 and April 23, 2014 respectively, with regard to a grant from the 2014 York County Community Development Program administered by the Planning Commission, to assist the BOROUGH in a project entitled "*Jackson, Juniper & Commerce St Storm Sewer Improvements*"; and

WHEREAS, the COUNTY and the BOROUGH desire to amend the said contract in certain respects;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is agreed that the said contract be and the same is hereby amended as follows:

INCREASE IN FUNDS

The budget is Decreased by **\$150.000.00**, for a total grant of **\$0.00**.

TIME OF PERFORMANCE

NO CHANGE

CHANGE IN LOCATION OR SCOPE

NO CHANGE

All other provisions of the Contract remain unchanged.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

COUNTY OF YORK

Approved: _____
Community Development Chief

Date: _____

ATTEST:

Sherry L Baer
Chief Clerk

Susan Byrnes
President Commissioner

Doug Hoke, Commissioner

Christopher B. Reilly, Commissioner

ATTEST:

Secretary

HANOVER BOROUGH

President, Borough Council

Date: _____

Date: _____



45512131

AMENDATORY CONTRACT # 1

THIS AMENDATORY CONTRACT, entered into by the COUNTY OF YORK, acting through the York County Planning Commission, and HANOVER BOROUGH;

WITNESSETH THAT;

WHEREAS, the COUNTY and the BOROUGH entered into a contract executed by the parties on May 04, 2016 and April 27, 2016 respectively, with regard to a grant from the 2013 York County Community Development Program administered by the Planning Commission, to assist the BOROUGH in a project entitled "*Hanover Commons Storm Sewer Improvements*"; and

WHEREAS, the COUNTY and the BOROUGH desire to amend the said contract in certain respects;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is agreed that the said contract be and the same is hereby amended as follows:

INCREASE IN FUNDS

The budget is increased by **\$50,000.00**, for a total grant of **\$100, 500.00**.

TIME OF PERFORMANCE

Extend the time period of execution of the project covered in the contract to **June 30, 2017**

CHANGE IN LOCATION OR SCOPE

NO CHANGE

All other provisions of the Contract remain unchanged.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Approved: _____
Community Development Chief
York County Planning Commission

Date: _____

ATTEST:

COUNTY OF YORK

Sherry L Baer
Chief Clerk

Susan Byrnes
President Commissioner

Doug Hoke
Commissioner

Christopher B. Reilly
Commissioner

ATTEST:

HANOVER BOROUGH

Secretary

President, Borough Council

Date: _____

Date: _____



45591902

AMENDATORY CONTRACT # 8

THIS AMENDATORY CONTRACT, entered into by the COUNTY OF YORK, acting through the York County Planning Commission, and HANOVER BOROUGH;

WITNESSETH THAT;

WHEREAS, the COUNTY and the BOROUGH entered into a contract executed by the parties on September 05, 2012 and September 26, 2012 respectively, with regard to a grant from the 2012 York County Community Development Program administered by the Planning Commission, to assist the BOROUGH in a project entitled "*Hanover Commons Storm Sewer Reconstruction*"; and

WHEREAS, the COUNTY and the BOROUGH desire to amend the said contract in certain respects;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is agreed that the said contract be and the same is hereby amended as follows:

INCREASE IN FUNDS

NO CHANGE

TIME OF PERFORMANCE

Extend the time period of execution of the project covered in the contract to **June 30, 2017**

CHANGE IN LOCATION OR SCOPE

NO CHANGE

All other provisions of the Contract remain unchanged.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Approved: _____
Community Development Chief
York County Planning Commission

Date: _____

ATTEST:

COUNTY OF YORK

Sherry L Baer
Chief Clerk

Susan Byrnes
President Commissioner

Doug Hoke
Commissioner

Christopher B. Reilly
Commissioner

ATTEST:

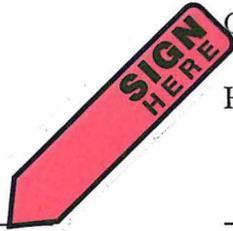
HANOVER BOROUGH

Secretary

President, Borough Council

Date: _____

Date: _____



45392079

AMENDATORY CONTRACT # 2

THIS AMENDATORY CONTRACT, entered into by the COUNTY OF YORK, acting through the York County Planning Commission, and HANOVER BOROUGH;

WITNESSETH THAT;

WHEREAS, the COUNTY and the BOROUGH entered into a contract executed by the parties on May 13, 2015 and December 23, 2015 respectively, with regard to a grant from the 2015 York County Community Development Program administered by the Planning Commission, to assist the BOROUGH in a project entitled "*Hanover Borough/Penn township Zoning Ordinance Update*"; and

WHEREAS, the COUNTY and the BOROUGH desire to amend the said contract in certain respects;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is agreed that the said contract be and the same is hereby amended as follows:

INCREASE IN FUNDS

NO CHANGE

TIME OF PERFORMANCE

Extend the time period of execution of the project covered in the contract to **June 30, 2017**.

CHANGE IN LOCATION OR SCOPE

NO CHANGE

All other provisions of the Contract remain unchanged.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Approved: _____
Community Development Chief
York County Planning Commission

Date: _____

ATTEST:

COUNTY OF YORK

Sherry L Baer
Chief Clerk

Susan Byrnes
President Commissioner

Doug Hoke
Commissioner

Christopher B. Reilly
Commissioner

ATTEST:

HANOVER BOROUGH

Secretary

President, Borough Council

Date: _____

Date: _____



RESOLUTION

WHEREAS, The 21st Annual Chili Cookoff was held September 4, 2016; and

WHEREAS, Over 200 volunteers contributing over 1000 hours helped to make this year's event again a great success; and

WHEREAS, Proceeds from the cookoff help many charitable organizations in the Hanover Area such as the HART Center and the Guthrie Memorial Library - Hanover's Public Library, among others, to achieve their many goals and help those in need.

NOW THEREFORE, Hanover Borough Council would like to recognize and honor these individual acts of dedicated volunteerism for their participation in this important event:

Ben Adams	Brandon Dinsges	Matt Kagarise
Lacey Adams	Michelle Ditzler	Lisa Kane
Larry Albright	Carl Divelbiss	Courtney Kapraun
Carolyn Albright	Carl Divelbiss, Jr.	Dan Kelly
Brent Andrew	Lisa Earle	Danin Kelly
Larry Aumen	Donald Eichelberger	Frank Kozak
Ron Bean	Victor Eichelberger	Heidi Kozak
Darren Bean	Rebecca Emlet	Glenn Kuster
Darren Bear	Jason Emlet	Sturgis Kyle
Kelly Beck	Mike Farley	Sturges Kyle
Jared Bentz	Emily Fleming	Vickey Lambs
Charlotte Bixler	Benjamin Fleming	Robert Larsen
Jessica Blake	Brian Frazier	Alana Leeti
Sara Blizzard	Denise Frazier	Brandi Lemmon
Jess Blizzard	Margaret Frazier	Aleah Leonard
Jonathan Blizzard	Amanda France	Lincoln Bus Lines
Kama Boelkel	Suzanne Gamber	Sally Little
Laura Bosley	Tim Garrison	John Lockwood
Jeriamy Bowser	Laura Garrison	Mark Loder
Boy Scouts	Al Gingrow	Matt Lookingbill
Matt Boyer	Paul Glatfelter	John Loose
Frank Braman	Michele L. Greeares	Cindy Lovenz
Renee Brown	Yosifa Greenberg	Robert Marcoccio
Steve Buenzow	Michelle Greeves	Kristine Martin
Frank Buhrman	Ashley Grove	Stacey McBride
Robert Bulger	Cindy Hainer	Jerry McBride
Mark Bunch	Susan Hainer	Stacy McBride
Frank Burhman	Hanover Fire Department	Jeny McBride
Sandi Calvert	Hanover Police Department	Kent McCoy
Bob Camp	Hanover Public Works	Kenton McCoy
Dustin Carbaugh	Department	Henry McLin
Steve Carbaugh	Tina Hanscomb	Jeremy McMaster
Nick Carcium	Susan Hart	Gene Meeashey
Nick Celluci	Cheryl Hausman	LeAnn Mellon
Jayne Champman	Janelle Hausman	Greg Metzler, Jr.
Jessica Clarkson	Jane Hess	Sam Miller
Cherry Cleary	Bob Hess	Jason Miller
Alicia Cockey	Kim Hockensmith	Zach Miller
Ray Collins	Steven Hood	Brittany Mitchell
Karen Cracium	Dan Hou	Falyn Moringstar
B. J. Crawford	Cheryl Houseman	Amanda Morris
Kim Crawford	Janel Houseman	Connie Morris
Pable DaLaBarrera	Sherry Houser	Ed Morris
Caroline Davis	Rick Houser	Jason Muehlberger
Laura Davis	Daniel Hoy	Suzanne Mueller
Caracive Davis	Lucia Hrinjak	Bill Mundorff
Steven Dean	Tommy Hufnagle	Lisa Myers
Jayne Defoor	Christopher Jacoby	Lisa Myers
Shania Defoor	Laura Jacoby	Stephanie Nagy
Terry Defoor	Hobe Kagarise	Joy Nail

Dwight Resh
Randy Reynolds
Chris Riley
Karen Riner
Molly Riner
Brian Robinson
Rodger, Chelsea
Chelsey Rogers
Will Ryan
Oliver Saffery
Kathy Schaffer
Jordan Schuebert
Bill Seidler
Bridget Seidler
Samantha Seltzer
Juanita Senseneg
Ben Sentz
Michaela Sentz
Michelle Shamer
Matt Shamer
Steve Shatto

Donna Shearer
Bob Sheely
Noah Sheetz
Christine SHellman
Jason Shorb
Kim Shull
Jef Shull
Ashley Shultz
Alice Sims
Justin Sirbaugh
Charles Smith
Emily Smith
Karly Sprenkle
Blaine Stambaugh
Lori Staub
Chris Stoken
Don Stoken
Carol Stough
Chuck Stough
Naomi Thomas
Patrick Thompson

Dottie Trostle
Karla Vasconcellos
Oscar Valdivieso
Jose Vega
Rick Wagner
Josh Walker
Karla Vasconcelos
Jake Verner
Kim Weissman
Donna Whitmoyer
Meredith Wilterdink
James Winebrenner
Amy Wolf
Megan Wolfe
Jerry Woodard
Tyler Wooster
Mark Yearick
Doug Zartman
Bernie Zink

Enacted this 24th day of November, A.D., 2015.

THE BOROUGH OF HANOVER

ATTEST:

Council President

Borough Secretary

Approved this 24th day of November, A.D., 2015.

Mayor

RESOLUTION

WHEREAS, The 3rd day of September, 2017 will be the 22nd Annual Hanover Chili Cook-Off; and

WHEREAS, The 2017 Cook-Off will again be the Pennsylvania State-Wide Cook-Off; and

WHEREAS, Good Field provides a great location for vendors of the Chili Cook-Off given the shade trees, electricity and bathrooms; and

WHEREAS, Park regulations prohibit alcohol and smoking areas unless approved by Council; and

WHEREAS, Beer and wine cooler sales make up 70% of the revenue generated for charity by the Chili Cook-Off.

NOW THEREFORE, be it resolved by Hanover Borough Council and it is hereby resolved by same that the Hanover Chili Cook-Off may sell beer and wine beverages with LCB approval and provide designated smoking areas during the Chili Cook-Off on Good Field Sunday, September 3, 2017, 11:00 AM until 5:00 PM.

Enacted this 22nd day of November, A.D., 2016.

THE BOROUGH OF HANOVER

ATTEST:

Council President

Borough Secretary

Approved this 22nd day of November, A.D., 2016.

Mayor

RESOLUTION

WHEREAS, The 24th day of June, 2017 will be the 1st Snacktown Brewfest which is sponsored by the Hanover Area Chamber of Commerce; and

WHEREAS, The special event permit application for the event was approved by Hanover Borough Council on September 28, 2016 with all relevant Borough labor costs and services to be paid by the Hanover Area Chamber of Commerce; and

WHEREAS, Good Field will provide a great location to showcase many local beer and wine vendors;

WHEREAS, Park regulations prohibit alcohol and smoking areas unless approved by Council.

NOW THEREFORE, be it resolved by Hanover Borough Council and it is hereby resolved that beer and wine beverages may be sold and consumed at the Snacktown Brewfest with LCB permitted approval and The Hanover Area Chamber of Commerce is authorized to provide designated smoking areas during the event at Good Field Saturday, June 24, 2017, from 12:00 PM until 5:00 PM.

Enacted this 22nd day of November, A.D., 2016.

THE BOROUGH OF HANOVER

ATTEST:

Council President

Borough Secretary

Approved this 22nd day of November, A.D., 2016.

Mayor

RESOLUTION

A RESOLUTION OF THE BOROUGH OF HANOVER, YORK, COUNTY, PENNSYLVANIA, OFFICIALLY ACCEPTING THE RULES, REGULATIONS AND SCHEDULE OF CHARGES FOR WATER SERVICE; AND UPDATED WATER EXTENSION AGREEMENTS WITHIN THE LIMITS OF THE BOROUGH OF HANOVER.

WHEREAS, The attached Rules and Regulations and water extension agreements are a part of the contract with every Person who takes Water Service, and every such Person, by taking water, agrees to be bound thereby; and

WHEREAS, The attached Rules and Regulations and water extension agreements are not intended to conflict with any local, state, or federal legislation. If any provision of these Rules and Regulations is held to be invalid, illegal, or unenforceable, all other provisions shall continue in full force and effect.

NOW THEREFORE, BE IT RESOLVED that the attached Rules and Regulations and water extension agreements shall become effective on and after November 22, 2016, to all Properties within limits of The Borough of Hanover then and thereafter connected to the Water System. All prior Borough rules, regulations, and resolutions not consistent herewith are hereby repealed, provided that all rights accrued and monies due the Borough under any such rules, regulations, and resolutions are preserved to the Borough. The Borough reserves the right to amend these Rules and Regulations in such manner and at such times as, in its opinion, may be advisable.

Enacted this 22nd day November, A.D., 2016.

THE BOROUGH OF HANOVER

ATTEST:

Council President

Borough Secretary

Approved this 22nd day of November, A.D., 2016.

Mayor

**Borough of Hanover
York County, Pennsylvania**

***Rules, Regulations, and Schedule
of Charges for Water Service***

October 2016



Gannett Fleming

Excellence Delivered As Promised

BOROUGH OF HANOVER, YORK COUNTY, PENNSYLVANIA

RULES, REGULATIONS, AND SCHEDULE OF CHARGES FOR WATER SERVICE

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Schedule A - Schedule of Charges for Water Service

Appendix A - Water Main Extension Agreement (For a Main Extension to be Constructed by the Owner)

Appendix B - Water Main Extension Agreement (For a Main Extension to be Constructed by the Borough)

BOROUGH OF HANOVER, YORK COUNTY, PENNSYLVANIA

RULES AND REGULATIONS FOR WATER SERVICE

I. RULES AND REGULATIONS

- A. These Rules and Regulations are a part of the contract with every Person who takes Water Service, and every such Person, by taking water, agrees to be bound thereby.
- B. These Rules and Regulations are not intended to conflict with any local, state, or federal legislation. If any provision of these Rules and Regulations is held to be invalid, illegal, or unenforceable, all other provisions shall continue in full force and effect.

II. ENFORCEMENT

These Rules and Regulations shall become effective on and after November 22, 2016, to all Properties then and thereafter connected to the Water System. All prior Borough rules, regulations, and resolutions not consistent herewith are hereby repealed, provided that all rights accrued and monies due the Borough under any such rules, regulations, and resolutions are preserved to the Borough. The Borough reserves the right to amend these Rules and Regulations in such manner and at such times as, in its opinion, may be advisable.

III. DEFINITIONS

- A. Applicant: A Person who applies for Water Service at a Premises.
- B. Backflow Prevention Device: A device installed in the Customer's Service Line to prevent steam, gas, chemicals, or water of unknown or questionable quality from entering the Borough's Water System through a separate piping system.
- C. Borough: The Borough of Hanover, York County, a Pennsylvania municipal corporation.
- D. Borough's Service Line: The Water Service pipe and appurtenances extending from the Borough's main including: the tee or tap in the main, the lateral pipe to a point at or near the Property line and/or curb line, the curb stop or service valve, and the curb box or valve box.
- E. Commercial Water Hauler: A Person delivering the Borough's water via tank truck or other means to retail customers.
- F. Contractor: A builder or other Person who uses water on a temporary basis for construction purposes.

- G. Cross-Connection: Any connection, direct or indirect, that physically joins a Customer's Service Line, or any piping extension thereof, to a non-potable source of water or to a water system other than that of the Borough.
- H. Consumptive Charge Classes: Once a customer has been assigned by the Borough to a customer class, such classification shall be binding upon the customer absent a significant and/or compelling change in the use or design of the customer's premises.
1. Residential Customer: Single Premises residence or multiple Premises residences, including apartment houses or apartment buildings, where each unit or Premises is served through a separate meter.
 2. Commercial Customer: Multiple Premises residences served through a single meter or battery of meters. Sales to private institutions or organizations. Sales to manufacturing or processing establishments where the water is not used principally in the manufacturing or processing function. This includes sales to multi-unit, master-metered residences such as apartment and boarding houses; hotels; offices; office buildings; retail and wholesale commercial establishments; laundries; churches; private schools and colleges; private hospitals, private cemeteries; etc., where water is not used primarily for industrial purposes.
 3. Industrial Customer: manufacturing or processing establishments where the water is used principally in the manufacturing or processing function. Sales of water to manufacturing and industrial consumers such as steel works; automobile manufacturers; breweries; public utilities; stock yards; packing houses; bottling works; and food processing.
 4. Large Industrial Customer: Industrial customers that use more than ten (10) million gallons of water per month.
 5. Public: Sales to governmental agencies. Sales of water for municipal and other public purposes, other than fire protection. This includes sewer and street flushing; filling public swimming pools; drinking and display fountains; parks; schools; and hospitals. Sales of water for City, County, State, and Federal use are included in this classification.
- I. Customer: Any Person who receives Water Service from the Borough for service to one Premises through a single metered service connection.
- J. Customer's Service Line: That part of the Water Service piping extending from the Borough's Service Line to the Premises, except the water meter.
- K. Main: Any transmission or distribution main or piping. This term does not include lateral lines (Borough's Service Line and Customer's Service Line), lines running between the Customer's Service Line and the Customer's Premises, or any lines located on the Customer's property.

- L. Main Extension: Water Service requiring the construction of one or more additional water mains.
- M. Meter: A device for measuring the quantity of water used, which is a basis for determining charges for Water Service to a Customer.
- N. Owner: The Person whose name is designated in the deed for a Property.
- O. Person: An individual, partnership, company, corporation, association, corporate political body, joint ownership, or other entity capable of functioning in the context used herein.
- P. Premises: The property area, including improvements thereon to which Water Service is furnished, including:
1. A building under one roof or a trailer, either of which is owned or leased by one Person, and occupied as one residence or business;
 2. Each combination of buildings owned or leased by one customer, served by one Borough Service Line, and occupied as one residence or business;
 3. Each unit of a multiple house or building or other multi-unit structure occupied as one residence or business;
 4. Each apartment, office, or suite of offices located in a building having several such apartments, offices, or suites of offices and using in common one or more means of entrance;
 5. Each room or group of rooms in a building occupied or intended for occupancy as a separate business or as separate living quarters by a family or other group of people living together or by an individual living alone, even though some or all water fixtures may be used in common;
 6. A public building;
 7. A single plot used as a park or recreational area; and
 8. Such other situations as the Borough shall deem proper and advisable.
- Q. Property: Any building, group of buildings, or land upon which buildings are or are to be constructed, which is, are, or may be served by the Borough's Water System.
- R. Standby Service: Water Service intended to supplement service provided from a source of supply other than that of the Borough.
- S. Tenant: A Person who leases or rents Premises from a Property Owner.

- T. Water Service: Provision by the Borough of water as a commodity, of readiness to serve water for any purpose(s), and of any services related thereto.
- U. Water System: The Borough's water supply, treatment, transmission, and distribution facilities, taken as a whole, or as any part thereof.

IV. APPLICATIONS

A. SERVICE CONNECTIONS

1. Any Owner desiring the introduction or alteration of a Service Line or Service Lines from the Borough's main to the Premises must first make written application on a form furnished by the Borough at least fourteen (14) business days before Water Service is needed. The application shall state the date when the Customer's Service Line is or will be completed, ready for inspection, and ready for connection to the Borough's Service Line.
2. The application must be signed by the Owner, or the Owner's duly authorized agent, which application, together with these Rules and Regulations, shall regulate and control Water Service to the Premises. The Owner shall guarantee continuous Water Service to the Premises for at least one (1) year. The application shall be binding upon the heirs and assigns of the Owner.
3. A Tenant may make application for a Water Service connection, providing the application is co-signed by the Owner and the Owner guarantees payment of all bills rendered.
4. A new application shall be submitted to the Borough for approval upon any change in Property ownership. The Borough shall have the right to discontinue Water Service until such new application has been submitted and approved.
5. Any Applicant desiring standby service shall so state on the application form.
6. The Borough may, at its discretion, waive the application requirement.
7. The application will not be approved until the Borough receives full payment of all applicable service connection charges, meter installation charges and/or other charges duly adopted by the Borough.
8. The Applicant's Premises shall abut an established and opened street or public highway that contains an existing Borough water main. Applicants requesting Water Service that requires a main extension will be required to pay for the main extension in accordance with the requirements of Section IX.

9. The Applicant's Customer Service Line shall be in satisfactory condition to receive Water Service, and the Borough shall not be liable for any accident, breaks, or leakage in connection with Water Service, freezing of Customer's Service Line(s), or damage to the Premises that may result from use or non-use of water on the Premises.
10. Upon acceptance of the application by the Borough, the application, together with these Rules, Regulations, and Schedule of Charges for Water Service, as amended as necessary, shall constitute the entire contract between the Owner and the Borough.

B. WATER SERVICE

1. Every Person desiring Water Service shall submit a signed application for Borough approval on a form furnished by the Borough. All applications for such Water Service shall state the type of use to be made of the service. All applications so received are subject to approval by the Borough.
2. When application is made by a Person other than the Owner, the Owner shall co-sign the application and guarantee payment for Water Service.
3. If the Borough, at its option, waives the application requirement, such waiver shall not relieve the Owner of the responsibility to pay all applicable charges identified in these Rules, Regulations, and Schedule of Charges for Water Service.
4. The fact that an application may not exist, or may not be signed by the Owner, shall not relieve the Owner of the responsibility for ultimate payment of all Water Service bills related to that Owner's Premises.
5. All contracts for Water Service shall continue in force from month to month, but either party may cancel the contract by giving ten (10) days written notice.
6. When Water Service is initiated or discontinued during a billing period, fixed (base rate) Water Service charges will be prorated according to the days of service rendered during the period. Consumption charges will be based on actual metered usage.
7. A separate Water Service application shall be made for:
 - (a) Each building under one roof, owned or leased by one Person, and occupied as one residence or business;
 - (b) Each combination of buildings in one common enclosure, owned or leased by one Person, and occupied as one residence or business;
 - (c) Each side of a double house having a solid vertical partition wall;

- (d) Each room or group of rooms in a building occupied as one residence or business, even though the kitchen, bath, or other fixtures are used in common;
- (e) Each apartment, business establishment, office, or suite of offices located in a building having several such apartments, business establishments, offices, suites of offices, or combinations thereof;
- (f) Each fire service connection, whether public or private; or
- (g) Such other cases as the Borough shall deem proper and advisable.

C. DEPOSITS

- 1. A deposit may be required from an Applicant requesting Water Service from the Borough. The amount of the deposit, if required, shall equal the estimated gross bill for a period of three (3) months.
- 2. A deposit, if required, will be returned to the depositor when Water Service bills have been paid for a period of sixty (60) consecutive months or upon discontinuance of Water Service by the Customer and payment of all charges due.
- 3. The Borough will not pay interest on deposits.
- 4. Any Customer having a deposit shall pay bills for Water Service rendered in accordance with these Rules, Regulations, and Schedule of Charges for Water Service. The deposit shall not be considered to be payment for Water Service.
- 5. The Borough may, at its discretion, waive the deposit requirement.

V. CONDITIONS OF INSTALLATION AND USE

A. WRITTEN PERMIT FOR CUSTOMER TO SUPPLY A PERSON OR PREMISES

- 1. No Customer or any Premises receiving Water Service shall supply water to other Persons or other Premises except by written approval of the Borough. Customers who violate this rule will have water discontinuance procedures initiated against them. Water Service, after being turned off, will remain off until the Rules, Regulations, and Schedule of Charges for Water Service are satisfied.

B. BOROUGH SERVICE LINE

- 1. Upon approval of the Water Service application and payment of all applicable charges, the Borough will install the Borough's Service Line between the Borough's main and a curb stop to be located on the Property side of the curb, if

one exists, or, if a curb does not exist, at the anticipated location of the future curb or the public right-of-way line.

2. Water mains and Borough Service Lines are under the exclusive control of the Borough. No Person, other than Borough's representatives, shall disturb, tap, change, obstruct access to, or interfere with such water mains and lines in any way.
3. Separate Borough Service Lines shall be installed for normal domestic water service and fire protection service, unless a combined Borough Service Line is approved by the Borough.
4. The location and minimum size of the Borough Service Line will be determined by the Borough based on service requirement information supplied on the application for Water Service.
5. No other utility line shall be constructed within four (4) feet of the Borough Service Line trench, unless written approval is secured from the Borough.
6. If written permission is received from the Borough to install a Borough Service Line in the same trench as a building drain or building sewer, the following minimum conditions shall be met:
 - (a) The bottom of the Water Service line, at all points, shall be at least eighteen (18) inches above the top of the sewer line at its highest point; and
 - (b) The Water Service line shall be placed on a solid shelf excavated on one side of the common trench such that the minimum horizontal distance between the Water Service line and the sewer line is twenty-four (24) inches.
7. No Borough Service Lines will be installed during a period when street openings are prohibited by municipal or state regulations or, in the judgment of the Borough, working conditions are unfavorable for installation.
8. When a Customer desires a change in location or size of an existing Borough Service Line, the Customer shall bear the entire cost of the change.
9. Any temporary or emergency feature of a Borough Service Line requested by the Customer shall be at the expense of the Customer. If the Owner desires a Borough Service Line be installed to the curb in advance of street improvement and where there is no present demand for a supply of water, such Owner shall pay the cost of installing the Borough Service Line, which cost shall be refunded if and when an application is made and approved for a supply of water through the Borough Service Line.

10. The Borough shall have the right to supply more than one Customer from the same Borough Service Line, but, in such case, a distinct and separate curb stop and valve box will be provided for each Customer.
11. The Borough will be responsible for maintenance and repair of the Borough Service Line.
12. A Borough Service Line will not be installed on private property, unless the Customer provides a duly-recorded written easement granting permission for the Borough to install and maintain the Borough Service Line on said private property. If the Borough Service Line from the curb to the Premises being served passes through the property of persons other than the Owner of the Premises to be supplied, the Owner shall assume liability for the service line.
13. The Borough reserves the right to construct the Borough Service Line after the Customer installs the Customer Service Line to the Borough's satisfaction.

C. CUSTOMER SERVICE LINE

1. The Customer Service Line, beyond the Borough Service Line, shall be installed and maintained by the Customer at the Customer's expense.
2. The Customer Service Line shall be installed as a continuous length of pipe. Pipe material and installation shall meet Borough specifications. If the Customer Service Line is greater than 100 feet in length, a meter pit is required. An initial repair on an existing Customer Service Line will be allowed to be made without replacing the entire line if approved by the Borough. Upon need of second repair, Owner will need to replace entire Customer Service Line.
3. The Customer Service Line shall not be laid less than four (4) feet below finished grade, unless approved by Borough.
4. No other utility line shall be within four (4) feet of the Customer Service Line trench, unless written approval is secured in advance from the Borough.
5. The Customer shall keep the Customer Service Line in good condition under penalty of Water Service discontinuance. Water Service may be discontinued if the property Owner has not caused repairs to be made within ten (10) days after written notice by the Borough, or at any time if escaping water is causing damage to the property of others, or if escaping water is causing loss of water and/or revenue to the Borough.
6. Installation of all new or replaced Customer Service Lines shall be subject to Borough inspection and approval.

7. The size of the Customer Service Line shall be established by the Customer, but shall not be less than the size of the Borough Service Line. Line size will be subject to Borough review and comment; however, the Borough assumes no responsibility for adequacy of Customer Service Line size. In the event that a Customer wants to downsize the Customer Service Line, it will be the Borough's decision to allow downsizing from the curb to the building or entry point to the building.
8. All plumbing shall be furnished by the Applicant and installed in an approved manner. The Applicant shall use lead-free materials within all plumbing and piping systems installed and shall be liable for the removal and replacement of materials that violate this provision.
9. The Customer Service Line trench shall not be backfilled until the Borough Service Line is installed and the Customer Service Line is inspected and tested by Borough personnel. If, in the opinion of the Borough, any defects are found in the Customer Service Line, Water Service will not be furnished until such defects are remedied.
10. A separate stop or valve, with drain, shall be installed by the Customer immediately inside the basement wall between the basement wall and the meter.
11. The Applicant shall also furnish and install an approved meter setting device at a location approved by the Borough. The meter setting device shall be installed as close as practical to the Customer Service Line point of entry at the basement wall. The meter setting location shall be safe from freezing and shall be accessible for reading, inspecting, and changing the meter. Where possible, the meter setting device shall be located so that the meter will be from one (1) to three (3) feet above the floor with the dial in an upright position.
12. A separate stop or valve, with a drain and check valves, shall be installed by the Customer immediately after the meter to prevent plumbing drainage when the meter is changed.
13. The stops or valves installed before and after the meter may be integral components of the meter setting device.
14. No connections are permitted on the Customer Service Line between the Borough Service Line and the meter. All water supplied to the Customer is to pass through the meter.
15. If Customer Service Line pressure is deemed excessive by either the Borough, the Applicant, or the Customer, it shall be the Customer's responsibility to install a pressure regulator at the Customer's expense.
16. Service line pressure available to Customers will be that which is normally available in the system, considering periodic fluctuations resulting from demands, firefighting, water level fluctuation in tanks, maintenance procedures, etc. The

Borough shall be under no obligation to increase pressure by pumping or other means.

17. The Customer shall pay all costs for relocating or changing the Customer Service Line.
18. If the Borough, in the performance of Borough Service Line maintenance or replacement, discovers that a Customer Service Line does not meet Borough specifications, the Borough may issue notice to the Customer to replace the Customer Service Line at the Customer's expense.
19. If at any time the Borough performs repair work on a Borough Service Line and discovers Customer Service Line galvanized or lead pipe, the Customer, at the Customer's expense, shall be required to immediately replace the Customer Service Line with pipe approved by the Borough.
20. The location of the curb stop (terminus of the Borough Service Line and start of the Customer Service Line) shall be determined by the Borough, based on information provided by and discussed with the Customer.
21. The Customer Service Line shall be constructed after the Borough Service Line has been constructed, unless otherwise approved in advance by the Borough.
22. If the Borough permits the Customer Service Line to be placed in the same trench with the building drain or building sewer, the following conditions shall be met:
 - (a) The bottom of the water service line, at all points, shall be at least eighteen (18) inches above the top of the sewer line at its highest point; and
 - (b) The water service line shall be placed on a solid shelf excavated on one side of the common trench such that the minimum horizontal distance between the water service line and the sewer line is twenty-four (24) inches.

D. OPENING AND CLOSING VALVES OR HYDRANTS

1. No Customer or any Person not authorized by the Borough shall operate any curb stop, valve, or hydrant in any Borough main or line.

E. TWO OR MORE CUSTOMERS ON SAME SERVICE

1. Each Customer will be supplied through a separate metered service connection unless the Borough grants an exception.
2. No Owner shall furnish Borough water to another Person or Premises without written Borough approval.

3. Where two (2) or more Customers are supplied from the same Borough Service Line, a separate service stop and valve box shall be provided for each Customer.
4. When two (2) or more Customers are supplied from the same Customer Service Line controlled by a single shut-off valve, any violation of these Rules and Regulations by any of said Customers shall be deemed a violation by all, and the Borough may take action against the group of Customers as if they were a single Customer. However, such action will not be taken until an innocent Customer is given the opportunity to install a separate Customer Service Line. If no corrective action is taken, the Borough may, upon ten (10) day's written notice to all Customers on said line, discontinue Water Service. Water Service will not be reinstated until separate Customer Service lines have been installed to each Customer in accordance with the Borough's Rules and Regulations.
5. The above-stated rules regarding two (2) or more Customers on the same service line shall not apply to tenants within the meaning of the Utility Service Tenant's Rights Act. The Borough will be governed by the rules of the Act regarding application and termination of service.

F. TEMPORARY SERVICE

1. Water Service may be provided on a temporary basis for special conditions that do not fall under the classification of permanent or standby service. Each case shall be reviewed on an individual basis and service shall be at the discretion of the Borough.
2. Applicants for temporary Water Service shall submit a written application to the Borough. The application shall be accompanied by a deposit in the amount of the estimated quarterly charge, as determined by the Borough.
3. All costs for installing and dismantling Borough service connections for temporary service shall be paid by the Applicant.
4. Temporary Water Service may be metered, at the option of the Borough. Any costs associated with meter installation and removal by the Borough shall be paid by the Applicant.
5. If water is used at a temporary service connection where a meter is not installed, the Borough shall determine the charge for Water Service from the date of initial use to the date of meter installation or termination of use.

G. NON-PERMISSIBLE CONNECTIONS

1. The following connections are prohibited:
 - (a) Connection to any water system other than the Borough water system;

- (b) Any device which, in the opinion of the Borough, may cause water pressure surges; or
- (c) An unprotected connection to a booster pump, boiler plant, or boiler pump.

H. BACKFLOW PREVENTION DEVICES

1. The Borough reserves the right to require a Customer to install a backflow prevention device, in accordance with the Borough's specifications, for all permanent and temporary Water Service connections to the Borough Water System, regardless of size, including residential service connections and fire service connections.
2. All backflow prevention devices shall be the property of the Customer, who shall remain responsible for the costs associated with furnishing, installing, testing, and maintaining the device in accordance with Borough requirements. The Borough reserves the right to require that backflow prevention devices be tested at least once every twelve (12) months and that a certified test report be furnished to the Borough, all at the cost of the Customer.

I. STANDBY SERVICE

1. Any Customer desiring standby Water Service shall submit a written application to the Borough.
2. The Borough will determine the size and location of the Borough Service Line and the type of meter required for standby service based on information supplied by the Applicant.
3. All facilities deemed necessary by the Borough to provide standby service and to protect the Borough's Water System shall be installed at the Customer's expense.
4. When a Customer is disconnected from service and the Borough continues to provide ready-to-serve facilities, the Borough has the discretion to charge the minimum rate according to the size meter in place at the Customer's location.
5. All normal Water Service charges shall apply unless waived by the Borough.
6. The term of the standby service shall be established by the Borough.
7. Standby service will be available to existing Customers and to new Customers.

J. COMMERCIAL WATER HAULERS

1. Any Customer desiring service as a commercial water hauler shall submit a written application to the Borough.
2. The Customer shall provide a location for water loading, which location shall be approved by the Borough. The Borough may designate a location for water loading.
3. The Customer shall pay all costs of installing the Customer's service connection, meter, meter pit, valves, riser pipe, and facilities to control spillage and surge conditions.

VI. METERS

A. DETERMINATION OF METERING

1. The Borough will determine when and where water meters shall be installed.
2. All services, including those serving public or private sprinkler systems or other fire service connections, shall be metered.
3. No connections are permitted on the Customer Service Line between the curb stop and the meter.
4. If the customer service line is greater than 100 feet in length, a meter pit is required.
5. Services supplying public or private fire hydrants only will normally not be metered.
6. Each service, excluding fire hydrants, shall have a separate meter, except as otherwise permitted by the Borough.

B. SIZE, INSTALLATION, AND OWNERSHIP

1. The Borough will determine the meter size, type, and location, based on Water Service requirements indicated by the Applicant. Water meters and connections shall be provided by the Borough and become Borough property, which shall be maintained by the Borough at the Borough's expense.
2. The Customer shall provide the Borough access to the water meter at all reasonable times for reading, inspection, testing, shut-offs and repairs.
3. Neither customer nor customer agent, designee, or representative shall remove or disconnect a water meter.

C. PAYMENT FOR METERS

1. The Customer shall pay the Borough for all costs for furnishing and installing the water meter.

D. LOCATION OF METERS

1. The Borough will approve the location for installation of all water meters.
2. When a meter is installed within a building, the Customer shall provide, at their expense, an approved installation space and approved piping connections complete with stops or valves with drains on both the inlet and outlet sides of the meter.
3. When a meter is installed outside a building, it shall be placed in an approved meter box, complete with approved stops or valves, with drains, all provided at the Customer's expense. It shall be the Customer's responsibility to maintain the meter pit according to Borough standards. The Borough will determine the size and location for installation of the meter pit.
4. Each Customer unit of any type or class (single-house, double-house, row house, etc.) and whether Owner- or Tenant-occupied, shall have a separate water meter, except as permitted otherwise by the Borough.
5. Multi-unit buildings served through a single Borough Service Line, such as apartment buildings and office buildings, may use a single meter, if approved by the Borough.
6. When a remote meter readout is deemed necessary by the Borough, the Customer shall provide a location on a convenient accessible outside wall, as approved by the Borough, for installation of the remote meter readout device. The Customer shall also provide routing for the connecting wiring between the meter and the remote readout device.
7. Where an apartment or shopping center complex exists with two (2) or more buildings, each building shall have an individual water meter.

E. PROTECTION OF METERS

1. The Customer shall protect the water meter against damage due to freezing, hot water, negligence, and other causes. The Borough will repair any meter damage or loss at the Customer's expense. If payment for meter damage or loss is not made within 10 days of the billing date, Water Service will be discontinued until the bill is paid.
2. Where steam or hot water is used, the Customer shall install a check valve on the Customer side of the meter.

3. No Customer shall remove or tamper with the meter installation nor permit any other Person except an authorized employee of the Borough to do so. When a meter seal or seal wire has been tampered with or broken or the meter has been removed by an unauthorized Person, the Borough may remove, test, reset, reseal, and reinstall the water meter at the expense of the Customer.
4. When a meter on a Premises is found to have been tampered with, the penalties for such tampering may include: termination of Water Service; payment for Water Service provided during the period the meter readings were compromised, as estimated by the Borough; and/or criminal charges pursuant to the laws of the Commonwealth.
5. The Customer shall notify the Borough immediately after finding the meter to be damaged, non-functioning, or leaking.

F. METER TESTS

1. The Borough may test or replace a water meter at any time it deems necessary or upon notification by the Customer, as specified below:
 - (a) Any Customer requesting that the meter's accuracy be tested shall deposit with the Borough an amount equal to the approximate cost of testing the meter, either by the Borough or by an outside agency, as determined by the Borough.
 - (b) After receipt of a written request and deposit, the Borough will test the accuracy of its meter in the Customer's presence, if requested by the Customer. If the meter accuracy is within four percent (4%), the meter is considered accurate and the deposit will be retained by the Borough. If the meter accuracy is not within four percent (4%), the meter will be repaired or replaced at the Borough's expense and the deposit returned to the Customer.
 - (c) If a meter is found to be inaccurate, an adjustment will be made for the current billing period only, based on test results or on the recorded consumption for the same billing period during the prior year. If there is evidence to establish the date of inaccuracy, the adjustment will be made from that date.

G. LEAKS AND DEFECTIVE PLUMBING

1. The Borough shall not be liable for damage resulting from leaks, broken pipes, or any other causes occurring at any Premises. The Customer shall make no claims against the Borough resulting from the bursting or breaking of any main, service pipe, or water system appurtenance on the Premises.

2. All metered consumption will be billed according to Schedule A, Schedule of Charges for Water Service, and no adjustment will be made for excessive consumption due to leakage or waste.

VII. FIRE SERVICE AND OTHER SPECIAL USES

A. PUBLIC HYDRANT INSTALLATION

1. When a municipality desires the installation of a fire hydrant on the Borough Water System, the municipality shall make application to the Borough for such installation. The Borough reserves the right to reject approval of such application if, in its opinion, adequate fire service is not available at the proposed fire hydrant location.
2. Public fire protection service shall be paid for by the municipality requesting the public fire hydrant at the rate stipulated in Schedule A, Schedule of Charges for Water Service.
3. Whenever a municipality desires that the location of a fire hydrant be changed, it shall make application for the change, and the change will be made by the Borough. All costs necessitated by the relocation of fire hydrants shall be the responsibility of the municipality, including the costs for any permits or replacement of street or sidewalk paving.
4. Unless specific written permission is received from the Borough, fire hydrants shall be used only for fighting fire and only by persons trained and authorized by the municipality for such service. The municipality or any Person(s) responsible for unauthorized use of a fire hydrant shall be liable for damage to the Water System caused by improper use of the fire hydrant.
5. Fire hydrants installed by developers shall be installed in conformance with Borough specifications and practices and shall be subject to Borough approval.
6. Only representatives of the Borough are authorized to take fire flow measurements or perform pressure tests from either public or private fire hydrants. Any fire company or insurance company requiring fire flow/pressure tests shall contact the Borough to schedule such tests.
7. The Borough does not assume any liability as insurer of Property or Person. Any Customer receiving fire service will only be entitled (in the event of fire) to the service, pressure, capacity, and facilities available at that time to the Borough. The Borough shall not be liable for any damage or injury to any Property or Person by reason of any fire, flooding, water supply failure, excess pressure, or lack of capacity due to any cause beyond the reasonable control of the Borough.

B. PRIVATE FIRE SERVICE

1. Each Person desiring private fire service shall submit an application to the Borough and shall pay all necessary charges before service is rendered. The Borough reserves the right to reject approval of such application if, in its opinion, adequate fire service is not available at the proposed fire service location.
2. Borough-approved compound meters or detector checks with bypass meters shall be installed on all private fire Customer Service Lines, at the Customer's expense, and they shall become Borough property. Meter vaults shall meet Borough specifications.
3. All fire service meters shall be maintained by the Customer at their expense, including repairs for damage caused by the failure of the Customer to protect the meter.
4. When used with the Borough's written permission, water consumption through private fire Customer Service Lines will be billed at duly-adopted Borough rates. Such usage shall be determined by either a meter reading or calculation based upon the hours of flow and the diameter of the service line.
5. The size of each private fire Customer Service Line shall be approved by the Borough prior to installation. The maximum size private fire Customer Service Line or connection shall at least one (1) size smaller than the Borough main to which it is connected, and shall meet the National Fire Code recommendations for the size of the building and approval of the Borough.
6. No cross connections shall be made between a fire Customer Service Line and a domestic water Customer Service Line.
7. The Borough does not assume any liability as insurer of Property or Person. Any Customer receiving fire service will only be entitled (in the event of fire) to the service, pressure, capacity, and facilities available at that time to the Borough. The Borough shall not be liable for any damage or injury to any Property or Person by reason of any fire, flooding, water supply failure, excess pressure, or lack of capacity due to any cause beyond the reasonable control of the Borough.
8. Private fire protection service charges shall be determined according to Schedule A, Schedule of Charges for Water Service. These charges are compensation for "standing ready to serve" and are in addition to any charges for consumption through fire Customer Service Lines.
9. If a Property Owner requests the installation of a private fire hydrant, such Owner shall make proper application to the Borough and shall pay in advance the estimated cost of furnishing and installing the fire hydrant and shall agree to pay the annual rental charge. If the Owner requests that the location of the fire hydrant be changed,

the change shall be made at the expense of the Owner. The fire hydrant shall be the property of the Owner, who shall also be responsible for maintaining it in operating order and free from leakage. Failure to maintain the fire hydrant and service line shall be sufficient cause for termination of private fire service.

C. USE OF FIRE SERVICE FACILITIES

1. No fire hydrant or fire Customer Service Line shall be used for any purpose other than extinguishing fires and testing fire protection systems, when such testing is approved by the Borough.
2. Any municipality, fire company, or Customer desiring to test hydrants or fire Customer Service Lines shall notify the Borough at least five (5) working days in advance of the scheduled test. The performance of such tests shall be subject to Borough approval and may be billed for water usage.
3. The Borough reserves the right to permit the use of fire hydrants for training purposes by authorized personnel of local fire companies.
4. Any municipality, fire company, or Customer shall use fire hydrants with reasonable care and shall compensate the Borough for any damage that may result from any careless or negligent use of the fire hydrants by their personnel.

D. BOILERS

1. Customers who use the Borough water supply for steam boilers or similar facilities do so at their own risk. The Borough, upon request, will furnish water system pressure data for the Customer's convenience in setting relief valves, but does not guarantee that system pressure will not vary significantly above or below the identified system pressure.
2. Any damage done to a meter by steam or hot water will be the responsibility of the Customer.

E. HEAT TRANSFER EQUIPMENT

1. Heat transfer equipment includes:
 - (a) Air conditioning, refrigeration, heat pump, or other heating or cooling equipment;
 - (b) Air compressor, atmospheric condenser, vacuum pan, or similar equipment;
or
 - (c) Heat exchangers attached to any such equipment.
2. If a Customer desires to use water for heat transfer equipment, an application shall be submitted to the Borough for such use. The Borough reserves the right to reject approval of such application if projected water consumption is excessive.

3. The Borough reserves the right to require the Customer to install, at the Customer's expense, a separate water meter for any heat transfer equipment.
4. Any damage done to a meter by steam or hot water will be the responsibility of the Customer.
5. If the Borough determines that water consumption for heat transfer purposes is excessive, the Borough may discontinue service until the Customer reduces consumption to an acceptable level.

VIII. DISCONTINUANCE OF SERVICE

A. NOTICE AND CHARGES

1. The Borough reserves the right to shut off water for nonpayment of delinquent water bills or for any of the other reasons listed below. The Borough will give the Customer advance written notice of discontinuance, will post a written notice at the Premises prior to shutting off service, and will follow the procedures required by Pennsylvania law. The Borough shall not be liable for any damage resulting from Water Service discontinuance.
2. In order to renew Water Service after it has been discontinued by the Borough, a Customer shall submit an application to the Borough. Discontinued service will not be restored until delinquent water bills and any service restoration fees are paid in full to the Borough and the Customer is in compliance with all Rules, Regulations, and Schedule of Charges for Water Service.
3. No Person shall shut off or turn on the Water Service at any corporation stop or curb stop or disconnect or remove the water meter without the written consent of the Borough.
4. A Customer that wishes to have Water Service discontinued shall give at least seven (7) days written notice to the Borough, specifying the date on which Water Service is to be discontinued.
5. When a Customer requests turn-on service within six (6) months of Water Service disconnection at the request of the Customer, the Customer shall be subject to monthly minimum billing for the period of service disconnection. A new application for Water Service shall be required if the Customer request for turn-on service occurs more than six (6) months after service disconnection.
6. There will be a minimum charge of \$35.00 for temporary shut-off or turn-on of Water Service if requested and performed during the Borough's normal weekday business hours, except when service discontinuance is involved. In instances where it becomes necessary to remove and reinstall a meter, the minimum charge will be \$60.00.

7. Shut-off and turn-on services performed outside of normal weekday business hours will be charged at cost.. Additional fees, or denial of shut-off and turn-on service, may apply if the curb stop and service box are not easily accessible.
8. The Borough reserves the right to shut off Water Service without notice during emergencies, and the Borough shall not be liable for any damages or inconveniences suffered as a result of the emergency shut-off.
9. The Borough will conform to the notification provisions of the Utility Service Tenant's Rights Act. Any provisions of these Rules, Regulations, and Schedule of Charges for Water Service not consistent with the Act are void.

B. REASONS FOR DISCONTINUANCE

1. Service may be discontinued for any of the following reasons:
 - (a) Violation of any Borough Rules and Regulations.
 - (b) Misrepresentation in the application for Water Service as to Person, Property, or intended use of the water supply.
 - (c) Use of water for any Property or purpose not identified in the application for Water Service.
 - (d) Tampering with any service pipe, meter, curb stop, seal, or any facilities of the Borough.
 - (e) Failure to maintain, in good order, connections, Customer Service Line(s), backflow preventers, or other fixtures for which the Customer is responsible.
 - (f) Waste of water through improper or leaking pipes, fixtures, or other facilities.
 - (g) Vacancy of the Premises. When Water Service is discontinued due to demolition of buildings on the Property, the Customer Service Line(s) shall be disconnected at the main by shut-off at the corporation stop.
 - (h) Failure to make payment of any Water Service charges against the Premises. Accounts are delinquent if not paid within twenty (20) days of the billing date.
 - (i) Refusal of Borough access to the Premises to inspect, read, maintain, or remove water meters.

- (j) Refusal to conserve water during periods of advertised restricted supply.
 - (k) Use of water in such a manner that causes flow or pressure surges in the Water System and failure to correct problems when so directed by the Borough.
 - (l) Failure to pay water bills or charges owed to the Borough incurred at other Premises owned by the Owner.
 - (m) Existence of any cross connection at a Premises.
 - (n) At the request of the sewerage utility.
2. Water Service to a Tenant shall not be discontinued for any of the above violations committed by an Owner without giving the Tenant the opportunity to personally cure the violation.

C. SUPPLY OF WATER

- 1. The Borough shall not be liable for any water supply deficiency or its consequences.
- 2. The Borough reserves the right to restrict Water Service in case of scarcity or whenever public welfare may require water use restrictions.

D. VACATING THE PREMISES

- 1. When the Premises are vacated, the Customer shall provide the Borough with an affidavit stating that the Premises are vacant and that there are no Tenants at the Property before a request to turn off Water Service will be honored. The Customer shall pay for all water used until the Water Service is turned off.
- 2. A Customer that wishes to have Water Service discontinued shall give at least seven (7) days written notice to the Borough, specifying the date on which Water Service is to be discontinued.
- 3. A new application for Water Service shall be submitted to the Borough each time there is a change in Property ownership or Customer identity at a Premises. The Borough shall have the right to discontinue Water Service until a new application is submitted and approved.

IX. EXTENSION OF WATER SERVICE

A. WATER MAIN EXTENSION REQUIREMENTS

1. Any Person desiring Water Service must complete an application for Water Service and file the application with the Borough.
2. The Borough shall determine whether a water main extension is required. Main extensions consist of any new water main, including mains lying wholly within a new development, and appurtenances. When a water main extension is required, the policies stated below shall apply to the Applicant.
3. The size of the main required will be determined by the Borough, based on information contained in the application for Water Service and the water distribution system configuration. The minimum size main shall be 8-inch diameter. However, the Borough may increase or decrease the main size at its discretion. Reduction in main size below the minimum size established by existing municipal ordinances must be approved by the municipality in which the water main extension will be made.
4. When an Applicant requests Water Service requiring a main extension, as determined by the Borough, the Applicant shall submit a water main extension application and shall enter into a water main extension agreement with the Borough.
5. If the Borough increases the pipe size of a water main extension to make general improvements to the Water System, as compared to meeting the Applicant's present or projected water supply requirements, including fire protection, the Borough shall bear the increase in pipe and installation cost based on cost data established by the Borough.
6. The Applicant shall submit complete plans of the proposed water main extension to the Borough for approval. Plans shall be prepared in accordance with the Borough's specifications. The Borough may waive this requirement for a simple extension of a water main along an existing street.
7. All water main extensions shall extend the entire length of the Property to be served, unless otherwise approved by the Borough.
8. All water main extensions shall be constructed in the public right-of-way or in a Borough-owned easement. The Applicant shall grant to the Borough any easements across all properties that are necessary for the water main extension or future extensions therefrom.
9. No construction of Water System facilities shall commence until the plans submitted by the Applicant are approved by the Borough, a main extension agreement is executed, and the Applicant satisfies all municipal regulations.

10. The Borough shall obtain all permits required to construct a water main extension.
11. The Applicant shall bear all costs of the water main extension project, including all permits, construction, engineering, preparation of as-built reference drawings, and Borough administrative, legal, and inspection costs, except as stated otherwise in this Section IX.
12. The Borough shall not be obligated to grant refunds to the Applicant, other than unexpended deposits, although it reserves the right to do so.
13. With the submission of plans, the Applicant shall deposit with the Borough an amount to be used by the Borough for water main extension project expenses. No project services will be rendered by the Borough until sufficient deposit funds are provided by the Applicant. Additional deposits may be required, as necessary. Unexpended deposit funds will be returned to the Applicant without interest after water main extension project completion. Borough expenses in excess of deposited funds will be invoiced to and must be paid by the Applicant prior to initiation of Water Service.
14. As a general rule, all water main extensions in single family residential areas shall be eight (8) inches or larger in diameter. Water main extensions in high density residential, commercial, or industrial areas shall be twelve (12) inches or larger in diameter. The size of the water main or mains in all cases shall be specified by the Borough.
15. All areas of the water main extension, including right-of-ways or easements, shall be graded to the satisfaction of the Borough prior to construction of the water main extension.
16. The number and location of fire hydrants, which shall be installed at the Applicant's expense, shall conform to municipality requirements or to the Borough's requirements if no municipality requirements are applicable.
17. The Applicant shall pay to the Borough, in advance, all service connection fees and other charges applicable to new service connections in accordance with the Borough's Rules, Regulations, and Schedule of Charges for Water Service.
18. No refunds will be granted to an Applicant by the Borough, except under extraordinary circumstances as determined by the Borough. There will be no refund for water mains installed within developments.
19. The Applicant shall furnish and install, at the Applicant's expense, all necessary service connection(s). Each service connection will include the connection to the water main, the corporation stop, the Borough Service Line, the curb stop, the curb box, and the meter pit, if required, and is subject to Borough approval as to location and construction. When the Applicant furnishes and installs the service connection,

service connection charges will be waived. The Borough reserves the right, however, to furnish and install any service connection.

20. The Borough will furnish and install a water meter at each service connection. The Applicant will reimburse the Borough according to the then-current meter fee schedule.
21. The Applicant shall dedicate and the Borough will accept by written notification the dedication of any water mains and appurtenances constructed under the water main extension agreement, provided that the same are installed, tested, and approved in compliance with Borough specifications.
22. Until conveyed to another Owner, the Applicant and his assigns will be responsible for payment of all charges for Water Service to each service unit.
23. The Borough shall have the right to discontinue Water Service for any of the reasons specified in these Rules and Regulations.
24. The Borough accepts no responsibility or liability and shall be under no obligation to maintain, repair, or replace any water facilities on the Customer's side of the curb stop, with the exception of the water meter.
25. The water main extension agreement, together with all its terms and conditions, shall be binding upon and inure to the benefit of the respective successors or assigns or representatives of the parties thereto, as the case may be, but the agreement, other than the right to receive such payments as may be due, may not be assigned by the Applicant without the prior written consent of the Borough.
26. All water main extensions shall be constructed according to the requirements of the then-current Borough's Rules and Regulations. The Borough shall inspect all water main extension construction, at the Applicant's cost.

B. PROCEDURE FOR A MAIN EXTENSION TO BE CONSTRUCTED BY THE OWNER

1. In addition to a main extension application, an Applicant is required to submit to the Borough a plan (or plans) showing in detail the locations of all proposed water mains and appurtenances for the water main extension. The Borough shall determine, after reviewing the application, whether to approve or reject the application and shall notify the Applicant of its decision.
2. If the Borough approves the application for a water main extension, the Borough will furnish the Applicant with an estimate of initial engineering and administrative costs associated with review of the Applicant's plans.
3. If the Applicant accepts the estimate of initial engineering and administrative costs, the Applicant shall be required to deposit with the Borough the estimated cost and

execute a water main extension agreement with the Borough. A copy of the Water Main Extension Agreement for a main extension to be constructed by the Owner is provided as Attachment A. After the water main extension agreement is executed and the deposit is received, the Borough will review the Applicant's plans and recommend any changes required to conform to Borough policies. The plan review is a service to the Applicant, and the review is not intended to detail all the requirements with which the Applicant must comply under the Borough Rules and Regulations. Total payment by the Applicant for initial engineering and administrative costs shall be based on the actual cost incurred by the Borough.

4. After the Applicant's main extension application and related water system plan(s) are approved by the Borough, the Borough will submit to the Applicant an estimate of the inspection and administrative costs associated with construction of the water main extension.
5. If the Applicant accepts the Borough's estimate of the inspection and administrative costs, the Applicant shall deposit with the Borough the estimated inspection and administrative costs.
6. After receipt of this deposit, the Borough will permit the Applicant to proceed with construction of the water main extension.
7. After completion of the water main extension construction, the Borough will furnish the Applicant a tabulation of the actual inspection and administrative costs incurred during construction. If the inspection and administrative costs are less than the deposit of the Applicant, the Borough will refund to the Applicant any excess funds deposited. If the inspection and administrative costs exceed the funds deposited, the Applicant will be required to pay the additional amount to the Borough prior to initiation of Water Service.
8. The Applicant shall pay to the Borough an amount equal to the Borough's cost of preparing "as-built" or "record set" drawings and notes to reference all valves, corporations, curb stops, and fittings to nearby structures prior to initiation of Water Service.

C. PROCEDURE FOR A MAIN EXTENSION TO BE CONSTRUCTED BY THE BOROUGH

1. In addition to a main extension application, an Applicant is required to submit to the Borough a plan (or plans) showing in detail the locations of all proposed water mains and appurtenances for the water main extension. The Borough shall determine, after reviewing the application, whether to approve or reject the application and shall notify the Applicant of its decision.
2. If the Borough approves the application for a water main extension, the Borough will furnish the Applicant an estimate of initial engineering and administrative costs

associated with the preparation of plans, specifications, contract documents, and related costs associated with the main extension.

3. If the Applicant accepts the estimate of initial engineering and administrative costs, the Applicant shall be required to deposit with the Borough the estimated cost and execute a water main extension agreement with the Borough. A copy of the Water Main Extension Agreement for a main extension to be constructed by the Borough is provided as Attachment B. Total payment by the Applicant for initial engineering and administrative costs shall be based on the actual cost incurred by the Borough.
4. The Applicant shall deposit with the Borough the estimated construction cost, plus estimated costs for permits, inspection, administration, and other related Borough costs. After receipt of this deposit, the Borough will proceed with construction of the water main extension.
5. After completion of the water main extension construction, the Borough will furnish the Applicant a tabulation of the actual costs associated with the water main extension. If the total cost is less than the deposit of the Applicant, the Borough will return to the Applicant any excess funds deposited. If the total cost exceeds the funds deposited, the Applicant will be required to pay the additional amount to the Borough prior to initiation of Water Service.

X. MISCELLANEOUS REGULATIONS

A. ACCESS BY BOROUGH PERSONNEL

1. An authorized Borough employee, upon presentation of proper credentials, shall be provided access to any Premises supplied with water, at all reasonable hours, for the purposes of reading meters, making inspections or repairs, shutting off service, and/or securing any other information the Borough deems necessary. If the Customer neglects or refuses to provide access, Water Service may be discontinued and the Borough will not be liable for any damages or inconveniences suffered as a result of the Water Service discontinuance.

B. INTERRUPTION OF SERVICE

1. The Borough will use reasonable care to provide safe and continuous Water Service; however, water system emergency conditions that are beyond the Borough's control may occur. These emergency conditions include, but are not limited to, water main breaks, power failure, water shortage, machinery or facility breakdown, or water use restrictions.
2. During any emergency condition, and during the changing or testing of water meters, the Borough has the right to temporarily interrupt Water Service to make repairs or connections. The Borough will notify Customers of such Water Service interruptions, if possible; however, the Borough will not be liable for any damages suffered due to Water Service interruptions.

C. WATER EMERGENCY

1. The Borough has the right to declare a "water emergency" due to a water shortage or other emergency condition, and to impose any water use restrictions deemed necessary during such an emergency. Water emergency restrictions will continue in effect until terminated by the Borough.
2. The Borough Manager, Water System Superintendent, or another duly-authorized Borough representative has the right to declare a "water emergency" and to impose water use restrictions.
3. Notice of a "water emergency" declaration and water use restrictions will be published in a local newspaper of general circulation and/or distributed through other appropriate means.
4. Other governmental agencies, including the Pennsylvania Department of Environmental Protection (PADEP), the Pennsylvania Emergency Management Agency (PEMA), and others, may declare water emergencies and require the Borough to restrict or prohibit certain water uses.

D. ACQUISITION OF EXISTING FACILITIES

1. The Borough may acquire or accept ownership, at its discretion, of any existing water mains, distribution storage tanks, or other Water System facilities, if the facilities are properly assigned and transferred to the Borough by the previous Owner.
2. Water mains, distribution storage tanks, or other Water System facilities will not be accepted by the Borough unless the previous Owner furnishes all necessary right-of-ways or easements to the Borough.

E. ENCROACHMENTS

1. No Customer, Person, Owner, Tenant, firm, agency, or any other party shall be permitted to install facilities within or upon Borough-owned easements or right-of-ways or at any other location that may interfere with the Borough's ability to construct, operate, and/or maintain the Borough's existing and/or new Water System facilities.
2. The Borough reserves the right to remove or cause to be removed any facilities that interfere with the Borough's ability to construct, operate, and/or maintain the Borough's existing and/or new Water System facilities, all at the sole expense of the encroaching party. The Borough further assumes no responsibility for the restoration or replacement of such encroaching facilities.

XI. RATES, FEES, AND TERMS OF PAYMENT

A. BILLS RENDERED

1. All bills for Water Service furnished by the Borough shall be based on the then-current Schedule of Charges for Water Service, a copy of which is provided in Schedule A.
2. Customers shall be billed quarterly or monthly, based on metered consumption, and at the discretion of the Borough.
3. Bills for fire service will be rendered monthly or quarterly, at the discretion of the Borough.
4. The Borough reserves the right to bill any account on a monthly basis.
5. No reduction of bills will be made for water leaks or for water wasted by damaged fixtures and water lines of the Customer.
6. For special or estimated charges, bills will be rendered upon application and before Water Service is initiated.

B. COMPUTATION OF BILLS

1. Bills for Water Service to a Customer shall consist of a “base rate” and a “consumption charge” as established by the latest Schedule of Charges for Water Service, plus any penalties, if applicable.
 - (a) The “base rate” shall be based on the size of the meter and shall apply whether or not any water was consumed.
 - (b) The “consumption charge” shall be based on the amount of water that has passed through the water meter. If a water meter fails to register, or is found to be faulty, a bill will be estimated based on historical consumption.
2. Bills for a partial billing period will be determined according to the latest Schedule of Charges for Water Service, based on a prorated “base rate” and a “consumption charge.” The prorated “base rate” will be based on the number of days Water Service is rendered during the billing period.
3. When a single meter is used to measure water supply to more than one Premises with more than one Owner, each Owner will be charged the “base rate” based on meter size. For the purposes of this calculation, all Premises shall be assumed to be occupied.

C. **BILLS DUE AND PAYABLE**

1. Bills shall represent the amount due for Water Service provided since the last bill was issued.
2. All bills shall be due and payable at the total net amount within twenty (20) calendar days.
3. Charges for Water Service connections, temporary use, and special services shall be payable on demand.
4. Payment delivered to the Borough, as evidenced by the date stamped on the bill on or previous to the due date, will be considered a timely payment.
5. Payment mailed to the Borough, as evidenced by the United States Postal Service mark on or previous to the due date, will be considered a timely payment.
6. Water use by the same Customer in different Premises will not be combined, and each Premises will be billed separately.
7. Water bills that remain unpaid for a period of twenty (20) days after the billing date are considered delinquent, which delinquency constitutes grounds for discontinuance of Water Service to the Premises.
8. The Borough reserves the right to take any legal action it deems necessary in accordance with provisions of law then applicable, including the placement of a lien on the Premises, in order to recover amounts due and payable.
9. The Owner of any Tenant-occupied Premises shall be responsible for payment of the water bills for all units within the building.
10. If discontinued, Water Service will not be restored until all delinquent and current bills and charges, including any shut-off/turn-on charges and/or administrative fees, have been paid to the Borough.
11. No allowance will be made for an unoccupied Property unless the Borough is notified in writing to discontinue Water Service.
12. No allowance will be made for any discontinued services or fixtures, as identified in the application for Water Service, unless the Borough is notified in writing to discontinue such Water Service.

D. **BILLS OF DOUBTFUL ACCURACY**

1. Any Customer who doubts the accuracy of a bill shall bring or mail the bill, within ten (10) days of receipt, to the Borough office. The Borough will check the bill and

either confirm the original billing or issue a corrected bill. The due date will be adjusted by the time required to check and reissue the bill to the Customer.

E. FAILURE TO RECEIVE BILL

1. The presentation of a bill to the Customer is only a matter of accommodation. Failure to receive a bill shall not exempt a Customer from the obligation to pay the bill by the due date.
2. It shall be the Customer's or Owner's responsibility to supply the correct billing address to the Borough, and to notify the Borough of any changes to the billing address.

F. CHARGE FOR LATE PAYMENT

1. A penalty of one and one-quarter percent (1.25%) per month will be added to delinquent accounts after twenty (20) days. The penalty will be calculated on the overdue portion of each delinquent bill, and such penalty will be calculated monthly thereafter only on the overdue portion of the bill. In no event will the penalty rate exceed more than 15% annually.

G. BAD CHECKS

1. When a Customer's check is returned to the Borough by the bank for insufficient funds, the Borough will impose a service charge to the bill, as provided for in the Pennsylvania Crime Code 4105.

J. SEVERABILITY

1. If any provisions of these Rules, Regulations, and Schedules of Charges for Water Service are held to be invalid or unenforceable, all other provisions shall continue in full force and effect.

BOROUGH OF HANOVER, YORK COUNTY, PENNSYLVANIA

SCHEDULE A

SCHEDULE OF CHARGES FOR WATER SERVICE

WATER MAIN EXTENSION AGREEMENT
(CONSTRUCTION OF THE EXTENSION BY THE OWNER)

THIS AGREEMENT, entered into this ____ day of _____, 20____, by
and between the Borough of Hanover, hereinafter called the Borough, and _____

hereinafter called the Owner.

WHEREAS, the Owner desires water service; and

WHEREAS, the Borough is willing to provide water service to the Premises as developed by the Owner; and

WHEREAS, extension of the Borough water mains is necessary to provide water service, as hereinafter described; and

WHEREAS, the Owner is willing and desires to install an extension to connect to the existing Borough water system, and desires to bear the cost thereof; and

WHEREAS, the Borough and the Owner have agreed upon terms and conditions pursuant to which water service will be supplied by the Borough to land being developed by the Owner, which property is identified on the plan attached hereto as Exhibit A (Premises).

NOW, THEREFORE, IN CONSIDERATION OF THESE PRESENTS, the parties intending to be legally bound hereby, mutually promise, covenant, and agree as follows:

1. Upon execution of this AGREEMENT, Owner will deposit with the Borough the sum of Two Thousand (\$2,000.00) Dollars. This sum represents the estimated engineering, inspection, contingencies, administrative and legal costs, as well as deposit for security for the receipt of as-built drawings, computer as-built drawing files (if requested by the Borough) and easements (if applicable) associated with the installation of the water service for the Premises referenced above. Completion of the project includes receipt by Borough of as-built drawings and dedication of the system with required easements and bill of sale. Any unused portion of the escrow deposit will be released to the Owner upon acceptance of dedication of the Water System.

The Borough, at its option, may terminate this AGREEMENT if the Owner fails to deposit with the Borough the escrow listed above within one (1) calendar year from the date of this AGREEMENT. The Borough shall provide sixty (60) days written notice to the Owner of the

intent to terminate this AGREEMENT. If the escrow is not received by the Borough within sixty (60) days after notice, the AGREEMENT may be terminated at the Borough's election.

2. The Owner shall perform the following work pursuant to this AGREEMENT at the Owner's expense:

A. Construct an extension of an existing water main, following main extension requirements set forth in Borough Rules and Regulations, including services and other facilities as indicated on the drawings, Exhibit A, as approved by the Borough, said installation to be completed according to the Borough's specifications for the construction of water mains. The installation of the main shall be under the Borough's observation and shall include all required appurtenances to complete the system according to the Borough's specifications.

B. Install _____ (_____) new service line taps and services for residential dwellings within the Premises. The Owner shall install piping for meter connections at locations approved by the Borough.

C. Excavate, backfill, and restore all areas consistent with the regulations of _____ Township or the Borough of Hanover and the Pennsylvania Department of Transportation (PennDOT), if applicable. The Owner shall obtain all required road and construction permits.

D. Coordinate connection to the existing water main at _____ with the borough. The Owner is prohibited from operating any existing Borough system valves.

E. Water meters, up to and including two (2) inch, with outside reading devices for each unit, will be supplied by the Borough at the expense of the Owner.

F. Install fire hydrants at locations agreed upon by the Borough and the municipality.

G. Install all water main appurtenances as shown on the plans, Exhibit A.

3. The Owner agrees to advise the Borough before installing water services as provided in this AGREEMENT. The Owner shall apply for service applications and pay the fee for all water services installed hereafter. The Owner agrees to pay all other applicable charges and fees in connection with all services to residential units in the Premises, including any capacity fees, connection fees, meter costs, and other fees in effect at the time of application.

4. Pursuant to the provision set forth in Title 53 of Purdon's Pennsylvania Statutes, 53 PS 306B (z.1), as amended from time to time, the Borough shall reimburse the Owner for each connection made directly to the water main extension constructed under this AGREEMENT by the Owner of another property not in the development for which this extension was constructed within ten (10) years of the dedication of this extension. The water main extension subject to reimbursement shall include all proposed water mains shown in the drawings attached as Exhibit A, excluding therefrom any connection made to properties within the Premises for which the extension is constructed or from water main extensions to the said Water System. Upon completion of construction of the water line improvements described herein, the Owner and the Borough shall prepare a written AGREEMENT setting forth the terms and conditions concerning reimbursement to the Owner.

5. The Owner covenants and agrees to indemnify the Borough against any and all loss of damage which the Borough may suffer as a result of any damage to its water line or service lines caused by the Owner, its employees, agents, servants, or workmen or any contractors or subcontractors employed by it: (a) in the development of and construction upon the Premises abutting on the streets in which water mains are to be constructed pursuant to this AGREEMENT; or (b) in the construction of surfaces of any of the streets in which the water mains are to be installed pursuant to this AGREEMENT.

6. The Owner will be responsible for any damage to any private property incurred that is incidental to the construction work being performed pursuant to this AGREEMENT. The Owner shall be responsible for any restoration necessary to private property that is affected in any way by the construction undertaken pursuant to the extension of water service pursuant to this AGREEMENT. The Owner agrees to indemnify the Borough against any and all loss or damage to private property that may occur as a result of or incidental to the construction of the water main extension, the installation of water service lines and connections, and all work performed therewith.

7. It is further understood and agreed by and between the parties hereto that the Owner shall be responsible for obtaining all necessary consents, orders, permits, and approvals of public officers or public bodies having jurisdiction over or lawful interest in any of the subject matters herein.

8. The Owner agrees that it will not build at any time hereafter on, in, or over any utility easement or structure, the construction or presence of which will endanger or render ineffective or difficult access to the water mains or appurtenances of the Borough.

9. Where water lines are to be installed parallel to sanitary sewer lines, a minimum horizontal separation of ten (10) feet shall be maintained. Where this separation cannot be maintained, a minimum of three (3) feet horizontal and eighteen (18) inches vertical separation (vertical separation measured between bottom of water main and top of sewer main) shall be maintained with the water line located above the sewer line. Where water lines are to cross sewer lines, there shall be a vertical distance of eighteen (18) inches separating the water and sewer lines (water main above the sewer line). Where this separation cannot be maintained, the sewer line shall be encased in concrete ten (10) feet on either side of the water main. No excavation or blasting shall be carried on which in any way endangers the said water pipes and lines; provided, however, that should the Owner wish to do so, it may at its own expense provide a new location acceptable to the Borough for the said water pipes and lines and the Borough must approve said new location in writing. The entire cost of such moving and altering and any expense incident thereto shall be borne exclusively by the Owner.

10. Upon completion of the aforesaid water main construction and other work referenced in this AGREEMENT on the plans attached hereto, the Borough, upon proper application, shall provide water service to the Owner in accordance with Borough's Rules and Regulations. Pursuant to this AGREEMENT, proper application shall include payment of all applicable fees and charges in effect at the time of application provided in Borough's Rules and Regulations for the extension of water service to customers.

11. Any difference between the actual engineering, inspection, administrative, and legal costs associated with installing the water services and main extension and the amount escrowed by the Owner for the installation of the system described in this AGREEMENT and the plans attached hereto will be paid by the Owner. The Owner understands that any estimates included in this AGREEMENT are simply estimates and are not a guarantee of the costs or expenses to be incurred, which is the subject of this AGREEMENT. The Borough assumes no responsibility for additional costs over and above the estimated amounts provided.

12. The Borough and the Owner hereby agree that the cost of construction shall include the cost of the materials and labor to be supplied for the construction of the water main

appurtenances thereto, the engineering and inspection costs related to the construction thereof, and the administrative, engineering, and legal costs incurred by the Borough associated with construction and installation of said main and all appurtenances thereto.

13. Construction of the system will be deemed completed on the date (the Completion Date) when the Borough notified the Owner of the satisfactory results of a performance test of the system performed by the Owner, which will be conducted under observation of the Borough promptly following the Owner's notice to the Borough that the system has been installed in accordance with the plans and specifications.

Promptly following the Completion Date, the Owner shall deliver to the Borough a certification of the construction costs of the system, along with "as-built" or "record set" drawings of the system, in form and content satisfactory to the Borough, including the computer drawing files associated with the "as-built" or "record set" drawings. As a condition precedent to the furnishing of service after the completion of the system, the Owner shall pay to the Borough an amount equal to its reasonable and customary administrative, engineering, and construction overhead costs that were incurred by the Borough in connection with the system and this AGREEMENT, provided said sums have not been previously paid to the Borough by the Owner.

14. Owner shall warrant the construction and materials used in the construction of the Water System for a period of eighteen (18) months after the Borough has certified that the Water System has been completed, tested, and found to conform with the requirements of this AGREEMENT. In order to guarantee this warranty, the Owner shall provide the Borough with a bond or other form of surety acceptable to the Borough and its solicitor in the amount of fifteen (15) percent of the certified construction costs, as provided above. This bond shall remain in effect for a period of twelve (12) months (warranty period) from the Dedication Date.

The Owner shall repair or replace any defects in materials or construction of which the Owner is given written notice by the Borough during said warranty period. In the event that the Owner fails to diligently commence or pursue said repairs or replacement, or if the Borough exclusively determines the defects in materials or construction constitute an emergency that adversely impacts the Borough's ability to provide water service, the Borough has the right (but not the obligation) to undertake said repairs and replacement and to use the bond or other accepted surety to pay for the work to correct the defects. If the cost of making the repairs exceeds

the amount of the bond, the Borough shall have the right to recover the additional costs from the Owner.

15. Until the Dedication Date, the Owner shall maintain and operate the undedicated portions of the Water System to ensure such will be in good condition and repair at the Dedication Date, and shall pay the Borough for the use of any water consumed in accordance with the Borough's Rules and Regulations.

16. Dedication of the water main extension by the Owner to the Borough shall be accomplished by the execution and delivery by the Owner to the Borough of the following documents in the form and format acceptable to the Borough:

- a. A Bill of Sale;
- b. A Grant of Easement for the easement area with a legal metes and bonds description of the easement (if required);
- c. As-Built Drawings and computer drawing files indicating the location of the main and appurtenances thereto and indicating the location of any easements;
- d. Proper testing of said main(s)
 - i. Pressure test to 150% of normal operating pressure to be witnessed by the Borough
 - ii. A copy of a certified laboratory's results of bacteria tests.

At or prior to the aforesaid dedication, the parties hereto may mutually agree to amend the aforesaid documents or to execute and deliver additional documents in connection with said dedication, without the necessity of amending this AGREEMENT.

The Owner agrees that good and marketable title to the system will be dedicated by said Bill of Sale, and that, by said Grant of Easement (if required), an easement in the easement area shall be granted to the Borough, free and clear of all liens and encumbrances, except for existing road and utility easements, building restrictions, and like matters of record. The date on which the system and easement area shall be dedicated to and accepted by the Borough is herein referenced as the "Dedication Date".

17. Upon dedication of the water main as hereinbefore described with the necessary valves, connection fittings, and other appurtenances, these facilities at all times shall be the property of the Borough and no charge or lien upon them shall arise as a result of this

AGREEMENT. The Borough shall also have the right, by virtue of its ownership of said mains, to make any additions or extensions in its sole and absolute discretion.

18. This AGREEMENT contains the entire AGREEMENT of the parties hereto, and there are no other understandings, written or oral, between the parties relating to the subject matter of this AGREEMENT that supersedes, cancels, and terminates any and all rights or obligations that may have arisen between the parties.

19. All representations, warranties, and agreements of the Borough and the Owner set forth in this AGREEMENT shall survive the Dedication Date, and the parties shall be entitled to rely upon such representations, warranties, and AGREEMENT.

20. This AGREEMENT may not be amended, except by instrument in writing signed by the parties hereto, and no claimed amendment, modification, termination, or waiver shall be binding unless in writing and signed by the parties against who such claimed amendment, modification, termination, or waiver is sought to be enforced.

21. The Owner's obligations hereunder may not be assigned to any other person or entity without the prior written consent of the Borough; provided that this AGREEMENT shall be terminated and the Owner shall be released from any further liability or obligations hereunder, if, and at such time as, any other Owner executes and delivers an agreement with the Borough in the same form as this AGREEMENT, or such other form as approved by the Borough, together with financial security in the form required hereby or such other form as approved by the Borough.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed and delivered as of the date first above written.

BOROUGH OF HANOVER

By: _____

Attest: _____

Witness: _____

OWNER

Date: _____

WATER MAIN EXTENSION AGREEMENT
(CONSTRUCTION OF THE EXTENSION BY THE BOROUGH)

THIS AGREEMENT, entered into this ____ day of _____, 20____, by
and between the Borough of Hanover, hereinafter called the Borough, and _____

hereinafter called the OWNER.

WHEREAS, the Owner desires water service; and

WHEREAS, the Borough is willing to provide water service to the Premises as
developed by the Owner; and

WHEREAS, extension of the Borough water mains is necessary to provide water
service, as hereinafter described; and

WHEREAS, the Borough contracts and agrees to install the water main(s) (and
other facilities, if any) as shown on the plan attached and made a part hereof; and

WHEREAS, the Borough and the Owner have agreed upon terms and conditions
pursuant to which water service will be supplied by the Borough to land being developed by the
Owner, which property is identified on the plan attached hereto as Exhibit A (Premises).

NOW, THEREFORE, IN CONSIDERATION OF THESE PRESENTS, the parties
intending to be legally bound hereby, mutually promise, covenant, and agree as follows:

1. It is expressly understood and agreed that if the Borough shall be delayed or
prevented from installing the water main(s) (and other facilities, if any) hereinabove described
because of its failure to secure pipe or other construction material, or for any other causes beyond
its control, such failure or delay in performance shall be excused; provided, however, if such failure
or delay in performance shall extend for a period of more than one (1) year from the date hereof,
the Owner shall have the right to cancel and terminate this agreement on thirty (30) days written
notice to the Borough, and thereafter both parties shall be relieved of all duties and obligations
arising hereunder, but this right to cancel and terminate by the Owner shall not be invoked if the
Borough has received the construction material and the Owner has made the deposit as hereafter
required, in which event the Borough shall have the obligation to prosecute the work diligently to
its completion.

2. The Owner hereby agrees to deposit with the Borough, upon notice from the Borough that it is prepared and able to go forward with the work described herein, an amount in cash equal to the estimated cost of the extension, including the estimated cost of said main(s) and the estimated cost of any other facilities which the Borough shall have decided are required to render adequate service. A Preliminary Memorandum in the form attached shall be prepared and signed by both parties showing the deposit required in accordance with the foregoing provision at which time the deposit will be paid by the Owner to the Borough. Upon completion of the installation of the extension, a Final Memorandum in the form attached shall be presented and signed by both parties showing the deposit required based on the same calculation as set forth above but by using the actual cost of the extension, including the actual installation cost of the mains and other facilities. If the deposit shown to be due on the Final Memorandum differs from that shown on the Preliminary Memorandum, the Owner will deposit any additional amount shown to be due or the Borough will refund to the Owner any excess amount shown to have been deposited, it being the intent of this AGREEMENT that the deposit required shall be based on actual installation cost.

3. The Borough hereby agrees to refund to the Owner during the period of ten (10) years from the date of completion of installation of the water main and other facilities, an amount equal to the average actual completed cost of thirty-five (35) feet of the said main(s) for each additional bona fide customer for whom a service connection shall be directly attached to such main extension, the customer's equipment installed, and the house occupied by a bona fide owner or tenant who has entered into a contract for use of the Borough's service, as distinguished from extension or branches thereof; provided, however, that the total amount refunded shall not exceed the original deposit, without interest, and that all or any part of the deposit not refunded within said 10-year period shall become the property of the Borough.

4. The Owner may request refunds under Paragraph 3., once in each calendar quarter, furnishing the Borough, at such time, a listing of additional bona fide customers; however, failure on the part of the Owner to make such request shall not constitute a waiver of any rights hereunder or relieve the Borough of the obligation to make refunds with reasonable promptness.

5. The ownership of the water main(s) installed hereunder shall at all times be in the Borough, its successors and assigns.

6. This AGREEMENT shall be valid and binding on the Borough only when executed by its authorized representative.

7. This AGREEMENT shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties.

8. Any notice given hereunder shall be deemed sufficient if in writing and sent by registered mail to the Borough at _____
and to the Owner at _____

(Address of Owner)

BOROUGH OF HANOVER

By: _____

Attest: _____

Witness:

OWNER

Date:

PRELIMINARY MEMORANDUM

This Preliminary Memorandum is executed by the parties hereto under and pursuant to the provisions of Paragraph 2. of a certain AGREEMENT in writing between the parties entered into on the ___ day of _____, 20 __, for the installation by the Borough of a certain water main(s) therein described. It is, therefore, agreed and stipulated:

Refundable Costs:

- (a) Estimated cost of main(s) \$ _____
- (b) Estimated cost of other facilities \$ _____
- (c) Total refundable costs
- (a) plus (b) \$ _____

Non-Refundable Costs:

- (d) Fire hydrants and laterals \$ _____
- (e) Capital charges \$ _____
- (f) Total non-refundable costs
- (d) plus (e) \$ _____

Credit Allowance:

- (g) Total refundable cost divided by
_____ feet of main(s) \$ _____/ft.
- (h) 35 feet \$ _____
- (i) Total credit \$ _____
- (g) times (h)

Amount of Deposit:

- (j) Deposit \$ _____
- (c) times (f) minus (i)

Refund Allowance:

(k) Net refundable cost

(c) minus (i) \$ _____

(l) Net refundable cost divided by

_____ feet of main(s) \$ _____/ft.

(m) Number of bona fide customers to be

directly served by the extension _____

(n) 35 feet

(o) Potential refund

(l) times (m) times (n) \$ _____

This Preliminary Memorandum shall be attached to the original AGREEMENT in accordance with the provisions of Paragraph 2. thereof.

Dated: _____
Date of Deposit

WITNESS:

BOROUGH OF HANOVER

By: _____

WITNESS:

OWNER

By: _____

FINAL MEMORANDUM

This Final Memorandum is executed by the parties hereto under and pursuant to the provisions of Paragraph 2. of a certain AGREEMENT in writing between the parties entered into on the ___ day of _____, 20___ for the installation by the Borough of a certain water main(s) therein described. It is, therefore, agreed and stipulated:

Refundable Costs:

- (a) Actual cost of main(s) \$ _____
- (b) Actual cost of other facilities \$ _____
- (c) Total refundable costs
- (a) plus (b) \$ _____

Non-Refundable Costs:

- (d) Fire hydrants and laterals \$ _____
- (e) Capital charges \$ _____
- (f) Total non-refundable costs
- (d) plus (e) \$ _____

Credit Allowance:

- (g) Total refundable cost divided by
_____ feet of mains \$ _____/ft.
- (h) 35 feet \$ _____
- (i) Total credit
- (g) times (h) \$ _____

Amount of Deposit:

- (j) Deposit
- (c) times (f) minus (i) \$ _____

Refund Allowance:

- (k) Net refundable cost
- (c) minus (i) \$ _____
- (l) Net refundable cost divided by _____ feet of main(s) \$ _____/ft.
- (m) Number of bona fide customers to be directly served by the extension _____
- (n) 35 feet
- (o) Potential refund
- (l) times (m) times (n) \$ _____

This Final Memorandum shall be attached to the original AGREEMENT in accordance with the provisions of Paragraph 2. thereof.

Dated: _____
Date of Final Deposit (Refund)

WITNESS:

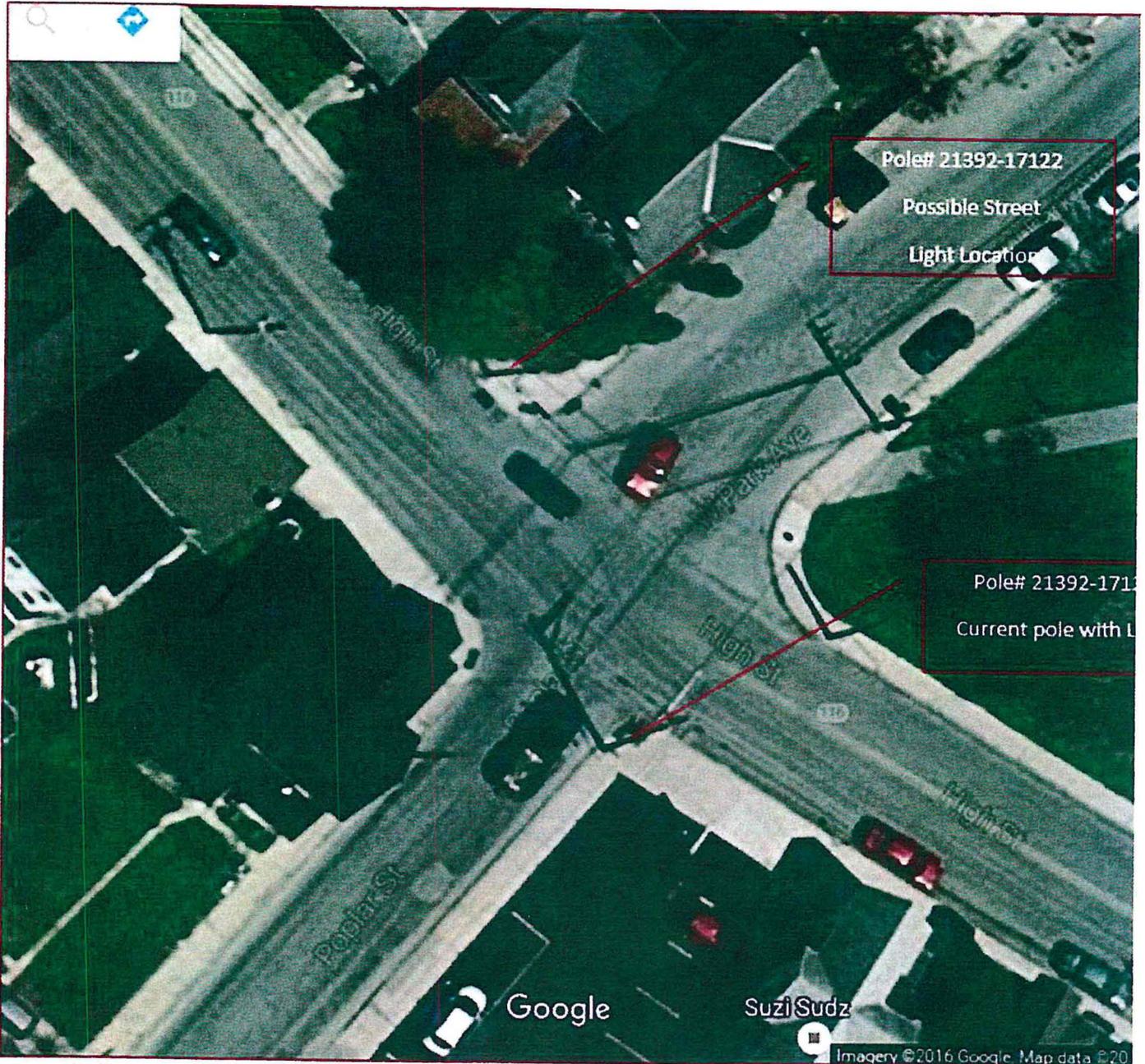
BOROUGH OF HANOVER

By: _____

WITNESS:

OWNER:

By: _____



From: Miller, Paul B [mailto:pbmiller@firstenergycorp.com]
Sent: Monday, October 24, 2016 11:10 AM
To: O'Rourke, Michael <morourke@borough.hanover.pa.us>
Subject: Request to move street light, High St (Rt-116) & Poplar St

Met-Ed is working on making pole space for a new fiber optic line to come through Hanover with a 3rd party. One pole on the corner of rt-116 & Poplar, at Suzi Sudz, needs the street light raise up 23". We can't raise it without replacing the pole with a taller one and raising all our wires. The pole is congested and makes replacement tough. I'm asking permission to move the street light diagonally across the intersection to an easier pole. See images below. Let me know your thoughts on this and whom I would need permission from to do so. Thank you for your consideration.



Paul Miller
Met-Ed
717-630-4667
pbmiller@firstenergycorp.com
Fax: 330-315-9951
11 Barnhart Drive
Hanover, PA 17331