

**FERGUSON TOWNSHIP BOARD OF SUPERVISORS**  
**Regular Meeting Agenda**  
**Monday, July 20, 2020, 7:00 PM**

Join Zoom Meeting:

<https://us02web.zoom.us/j/87323381489>

**Meeting ID:** 873 2338 1489

[Ferguson Meetings Page](#)

[Zoom Instructions](#)

Dial In: (814) 238-4651, extension 3799

**I. CALL TO ORDER**

**II. CITIZENS INPUT**

**III. APPROVAL OF MINUTES**

1. July 6, 2020, Board of Supervisors Regular Meeting

**IV. SPECIAL REPORTS**

- a. COVID-19 (Coronavirus) Response Report
- b. Centre Area Transportation Authority Report – John Spychalski
- c. Centre Region Parks and Recreation Authority Report – Bill Keough

**V. UNFINISHED BUSINESS**

1. Review of DRAFT Workforce Housing Ordinance Amendment
2. Review of DRAFT Sign Ordinance Amendment
3. Review of DRAFT Domestic Keeping of Ducks Ordinance

**VI. NEW BUSINESS**

1. Consent Agenda
2. Request for Variance – 1278 Longfellow Lane
3. Resolution - Winter Maintenance Agreement with PennDOT for a Portion of Whitehall Road
4. Resolution - Grant of Easement to the University Area Joint Authority in Greenbriar/Saybrook Park
5. Resolution - Condemning Systemic Racism Related to Ethnicity and Skin Tone
6. Request for Modification/Waiver – Thistlewood Lot 19
7. Preliminary Land Development Plan – Thistlewood Lot 19
8. Board Member Request – Fire Code and Enforcement Discussion
9. Board Member Request – Universal Masking Resolution
10. Board Member Request – Northland Area Pedestrian Safety Improvements

**VII. REPORTS**

1. COG Committee Reports
2. Other Regional Reports
3. Staff Reports

**VIII. COMMUNICATIONS TO THE BOARD**

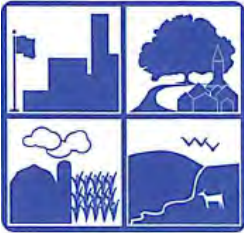
**IX. CALENDAR ITEMS – JULY/AUGUST**

- Ferguson Township CIP Special Meetings via Zoom, 6:00 p.m., July [21](#) & [22](#), 2020

**X. ADJOURNMENT**



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# TOWNSHIP OF FERGUSON

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## Board of Supervisors Regular Meeting Agenda Monday, July 20, 2020 7:00 P.M.

- I. CALL TO ORDER
- II. CITIZEN'S INPUT
- III. APPROVAL OF MINUTES
  - 1. July 6, 2020, Board of Supervisors Regular Meeting Minutes
- IV. SPECIAL REPORTS 30 minutes
  - 1. COVID-19 (Coronavirus) Response Report – David Pribulka, Township Manager
  - 2. Centre Area Transportation Authority – John Spsychalski
  - 3. Centre Region Parks and Recreation Authority – Bill Keough
- V. UNFINISHED BUSINESS
  - 1. REVIEW OF DRAFT WORKFORCE HOUSING ORDINANCE AMENDMENT 30 minutes

### Narrative

The Workforce Housing Ordinance is codified under Supplemental Regulations of Chapter 27 — Zoning, and applies to all zoning districts where the provision of workforce housing units is required or incentivized. Currently, the Township requires a contingent of workforce housing to be built in the Traditional Town Development (TTD) Zoning District and it is incentivized in the Terraced Streetscape (TS) District. The original ordinance was adopted in 2015 and achieves a very specific purpose of establishing a legacy workforce housing program through deed-restricted, owner-occupied units. Provided with the agenda is the draft amendment to the Workforce Housing Ordinance. This Ordinance would be applicable to the development or rehabilitation of ten or more residential dwelling units; conversion of an existing residential structure to a multi-family dwelling that results in ten or more residential dwelling units; and conversion of a nonresidential property to a residential property that results in ten or more residential dwelling units within the TTD or TS Zoning Districts. It expands upon the legacy workforce housing program by allowing for rentals or owner-occupied units; and provides for workforce units to be built off-site, designated off-site, land donation, land and building donation and fee-in-lieu.

*Recommended Motion: That the Board of Supervisors refer the draft Workforce Housing Ordinance amendment to the Planning Commission for review and comment.*

### Staff Recommendation

That the Board of Supervisors **refer** the draft ordinance to the Planning Commission.

## 2. REVIEW OF DRAFT SIGN ORDINANCE AMENDMENT

30 minutes

### Narrative

The Planning & Zoning Department has drafted an ordinance amendment to update Chapter 19, Signs and Billboards. The intent of this chapter is to encourage the effective use of signs as a means of communication in the Township; to maintain and enhance the aesthetic environment and the Township's ability to attract sources of economic development and growth; to improve pedestrian and traffic safety; minimize the possible adverse effects of signs on nearby private property; enable the fair and consistent enforcement of these restriction; and protect the public health, safety, and general welfare. The last update to this ordinance was an amendment enacted in 2017. Planning Commission reviewed the draft at their May 11, 2020, and July 13, 2020, Regular Meetings and recommended approval to the Board of Supervisors pending outstanding comments made during the July 13<sup>th</sup> meeting. The draft has been updated to reflect those comments. A memorandum dated July 15, 2020, from the Director of Planning and Zoning summarizes the discussion by the Planning Commission during those meetings.

*Recommended Motion: That the Board of Supervisors authorize advertisement of a public hearing on an ordinance amending Chapter 19, Signs and Billboards for August 17, 2020.*

### Staff Recommendation

That the Board of Supervisors **authorize** advertisement of the public hearing.

## 3. REVIEW OF DRAFT DOMESTIC KEEPING OF DUCKS ORDINANCE

30 minutes

### Narrative

On November 18, 2019, the Board of Supervisors discussed a request from a resident of Pine Grove Mills to allow for the domestic keeping of ducks in residential zoning districts. The consensus of the Board was to exclude the request from the adopted zoning and subdivision and land development ordinance amendments, and refer this to staff for further research. Staff has drafted an ordinance amendment to update Chapter 27, Section 720, Domestic Chickens to §27-720, Domestic Chickens and Ducks. The Planning Commission reviewed the draft amendment at their July 13, 2020 Regular Meeting and had concerns of the amendment due to its potential to spread viral infections such as Avian Influenza (H5N1). The Planning Commission recommended approval to the Board of Supervisors pending outstanding comments made during the July 13, 2020 Regular Meeting. The draft has been updated to reflect those comments. A memorandum dated July 15, 2020, included with the agenda from Kristina Aneckstein, Community Planner, summarizes the discussion by the Planning Commission.

*Recommended Motion: That the Board of Supervisors authorize advertisement of a public hearing on an ordinance amending Chapter 27, Section 720, Domestic Chickens for August 17, 2020.*

### Staff Recommendation

That the Board of Supervisors **authorize** advertisement of the public hearing.

## VI. NEW BUSINESS

### 1. CONSENT AGENDA

5 minutes

- a. 2020-C1-Street Improvement-North, Pay Application #1: \$321,293.62
- b. 2020-C2-Street Improvement-West, Pay Application #1: \$46,474.89
- c. 2020-C6-Curb/Ramp Upgrades, Pay Application #1: \$64,330.42
- d. 2020-C6-Curb/Ramp Upgrades, Pay Application #2: \$7,147.83
- e. Voucher Report – June 2020
- f. Treasurer's Report – May 2020 for acceptance

**2. REQUESTS FOR VARIANCE**

5 minutes

- a. 1278 Longfellow Lane

**Narrative**

The Zoning Hearing Board will hold a public hearing to review and take action on the Request for Variance received from Dan Baxter regarding his property located at 1278 Longfellow Lane (24-432-108). The applicant is requesting a variance from §27-209.I.1. to place a swimming pool fifteen feet into the required two hundred-foot agricultural buffer. The property is located in the R1-B Zoning District.

*Recommended Motion: That the Board of Supervisors remain neutral on the request for variance for 1278 Longfellow Lane.*

**Staff Recommendation**

That the Board of Supervisors **remain neutral** on the request for variance.

**3. A PUBLIC HEARING ON A RESOLUTION OF THE TOWNSHIP OF FERGUSON, CENTRE COUNTY, PENNSYLVANIA AUTHORIZING THE CHAIRMAN AND SECRETARY TO EXECUTE A WINTER MAINTENANCE AGREEMENT WITH THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION FOR A PORTION OF STATE ROUTE 3018 (WHITEHALL ROAD).**

10 minutes

**Narrative**

For over ten years, Ferguson Township Public Works has performed winter maintenance on a section of SR3018 (Whitehall Road) from SR26 (West College Avenue) to the Ferguson Township/State College Borough line at Blue Course Drive for a fee, and in accordance with a formula determined by PennDOT as outlined in a winter maintenance agreement. Ferguson Township plow trucks will traverse this section of road with or without the agreement in place. If the agreement is not in place, the trucks will keep the blades up and not apply salt. Other municipalities maintain the sections of Whitehall Road and University Drive in their respective municipalities per their own agreements. The Township receives a small financial consideration in exchange for the services. Provided with the agenda is a copy of the resolution advertised for public hearing authorizing the Chairman and Secretary to execute a five-year extension of the agreement. Staff is recommending adoption of the resolution and approval of the agreement extension.

*Recommended Motion: That the Board of Supervisors adopt the resolution authorizing the Chairman and Secretary to execute a winter maintenance agreement with the Pennsylvania Department of Transportation for a portion of State Route 3018 (Whitehall Road).*

**Staff Recommendation**

That the Board of Supervisors **adopt** the resolution.

**4. A PUBLIC HEARING ON A RESOLUTION OF THE TOWNSHIP OF FERGUSON, CENTRE COUNTY, PENNSYLVANIA AUTHORIZING THE CHAIRMAN AND SECRETARY TO EXECUTE A GRANT OF EASEMENT TO THE UNIVERSITY AREA JOINT AUTHORITY FOR SANITARY SEWER.**

10 minutes

**Narrative**

Provided with the agenda is a copy of a resolution advertised for public hearing conveying a sanitary sewer easement to the University Area Joint Authority to provide a service lateral to property located at 2566 Apple Green Circle. The easement would be through a portion of Greenbriar/Saybrook Park and



would be conveyed to provide sewer service with less disturbance to trees and other obstacles on the property. Appended to the resolution is an illustration of the easement area.

*Recommended Motion: That the Board of Supervisors adopt the resolution authorizing the Chairman and Secretary to execute a grant of easement to the University Area Joint Authority for sanitary sewer.*

**Staff Recommendation**

That the Board of Supervisors **adopt** the resolution.

**5. A PUBLIC HEARING ON A RESOLUTION OF THE TOWNSHIP OF FERGUSON, CENTRE COUNTY, PENNSYLVANIA CONDEMNING SYSTEMIC RACISM RELATED TO ETHNICITY AND SKIN TONE.** 10 minutes

**Narrative**

At the Regular Meeting of the Board of Supervisors on Monday, July 6<sup>th</sup>, the Board directed staff to draft a resolution reaffirming its 2017 resolution expanding its commitment to equity and inclusion; and condemning systemic racism related to ethnicity and skin tone. Provided with the agenda is a draft prepared for the Board's consideration this evening.

*Recommended Motion: That the Board of Supervisors adopt the resolution condemning systemic racism related to ethnicity and skin tone.*

**Staff Recommendation**

That the Board of Supervisors **adopt** the resolution.

**6. REQUEST FOR MODIFICATION / WAIVER - THISTLEWOOD LOT 19** 10 minutes

**Narrative**

Staff has received a Request for Modification/Waiver from Penn Terra Engineering on behalf of Eric Reischer, property owner of Thistlewood Lot 19. The request is for relief from §22-510.B.2a Erosion and Grading Control, §22-510.B.2b Erosion and Grading Control and §22-510.B.3 Erosion and Grading Control. Lot 19 is an existing lot mostly sitting on slopes greater than 25%. This slope is defined as a steep slope by the Ferguson Township Ordinance. §22-510.B.2 Erosion and Grading Control states that no excavation shall be made resulting in a slope steeper than a 3:1 ratio. §22-510.B.3 Erosion and Grading Control states that in all cases, the edge of excavation or fill shall be a minimum of five feet from property lines of developed lots. The steep slope makes grading on the lot a challenge. Additionally, there is a conservation area located in the northeastern corner of the lot where grading is prohibited. Included with the agenda is a memorandum dated June 22, 2020, from Kristina Aneckstein, Community Planner, for more details regarding each section of the ordinance from which relief is being requested and an exhibit detailing the lot. The Planning Commission reviewed this request at their July 13, 2020, regular meeting and recommended that the Board of Supervisors grant the modification for Erosion and Grading Controls as requested by the applicant.

*Recommended Motion: That the Board of Supervisors approve the modification as recommended in the Community Planner's memorandum dated June 22, 2020.*

**Staff Recommendation**

That the Board of Supervisors **approve** the modification.

## 7. PRELIMINARY LAND DEVELOPMENT PLAN - THISTLEWOOD LOT 19 10 minutes

### Narrative

Provided with the agenda is a copy of the land development plan submitted by PennTerra Engineering, Inc., on behalf of their client, Eric Reischer. The plan proposes the construction of a single-family home, approximately 925-square feet on Lot 19 (180 Treetops Drive; T.P. 24-746-007) within the Thistlewood Development. As per the Thistlewood Subdivision Plan dated September 24, 2004, revised March 16, 2005, certain lots are required to complete a land development plan because of the topography, conservation easements, soil types, potential sinkhole development, and wetlands at the development location. Lot 19 is situated in an area where sinkhole development, flooding and drainage problems may arise. Therefore, an indemnity or “hold harmless” agreement must be submitted along with the plan. The parcel is 1.816 acres and is zoned Rural Residential (RR). Due to the severe slope on this property, a waiver request was submitted for relief from select erosion and grading controls to allow for construction of the home. The Planning Commission reviewed this request at their July 13, 2020, Regular Meeting and recommended that the Board of Supervisors approve the preliminary land development plan for Thistlewood Lot 19. Included with the agenda is a memorandum dated July 15, 2020, from the Director of Planning and Zoning summarizing the proposed land development plan and outstanding comments.

*Recommended Motion: That the Board of Supervisors approve the preliminary land development plan as recommended in the Planning & Zoning Director’s memorandum dated July 15, 2020, for Thistlewood Lot 19.*

### Staff Recommendation

That the Board of Supervisors **approve** the preliminary land development plan.

## 8. BOARD MEMBER REQUEST – FIRE CODE AND ENFORCEMENT DISCUSSION

10 minutes

### Narrative

Ms. Dininni will introduce the item. At the Regular Meeting on July 6<sup>th</sup>, the Board of Supervisors approved a Board Member request to add an agenda item to direct staff to prepare a report on fire safety regulations from the Ferguson Township Police Department and the Centre Region Code Administration. Additionally, the item requests the Board consider any desired policy changes and the development of a resident guide to help understand applicable fire safety regulations after the report is received. Provided with the agenda is a copy of the request from Ms. Dininni.

*Recommended Motion: That the Board of Supervisors direct staff to prepare a report on fire safety regulations from the Ferguson Township Police Departments and the Centre Region Code Administration.*

## 9. BOARD MEMBER REQUEST – UNIVERSAL MASKING RESOLUTION

10 minutes

### Narrative

Ms. Strickland will introduce the item. At the Regular Meeting on July 6<sup>th</sup>, the Board of Supervisors approved a Board Member request to add an agenda item to discuss a resolution affirming and endorsing the Governor’s masking and social distancing recommendations to prevent the spread of COVID-19. Additionally, the Board is asked to consider enacting an ordinance or other measures the Township is permitted to pursue to enforce the order. Other localities including Centre County and State College Borough are considering similar regulations.

*Recommended Motion: That the Board of Supervisors direct staff to draft a resolution affirming and endorsing the Governor’s masking and social distancing recommendations to prevent the spread of COVID-19.*

**10. BOARD MEMBER REQUEST – NORTHLAND AREA PEDESTRIAN SAFETY IMPROVEMENTS** 10 minutes

**Narrative**

Ms. Dininni will introduce the item. At the Regular Meeting on July 6<sup>th</sup>, the Board of Supervisors approved a Board Member request to add an agenda item to discuss options available to improve pedestrian safety in the area from the intersection of Park Crest Boulevard and Martin Street to the front of the Northland Center. Provided with the agenda are the documents requested by Ms. Dininni to guide the discussion. Below is a link to the Northland Area Mobility Study approved by the Board on May 6, 2019.

[Northland Area Mobility Study Report](#)

**VII. STAFF AND COMMITTEE REPORTS**

- 1. **COG COMMITTEE REPORTS** 10 minutes
  - a. Ad Hoc Facilities Committee
  - b. Finance Committee
  
- 2. **OTHER COMMITTEE REPORTS** 15 minutes
  - a. Joint Parks Capital-CRPRA Meeting
  - b. CCMPO Technical Committee
  - c. Spring Creek Watershed Commission
  
- 3. **STAFF REPORTS** 20 minutes
  - a. Manager’s Report
  - b. Public Works Director
  - c. Planning & Zoning Director
  - d. Chief of Police

**VIII. COMMUNICATIONS TO THE BOARD**

**IX. CALENDAR ITEMS – JULY/AUGUST**

- a. Ferguson Township CIP Special Meetings via Zoom, 6:00 p.m., July [21](#) & [22](#), 2020

**X. ADJOURNMENT**

## FERGUSON TOWNSHIP BOARD OF SUPERVISORS

Regular Meeting  
Monday, July 6, 2020  
7:00 PM

### ATTENDANCE

The Board of Supervisors held its first regular meeting of the month on Monday, July 6, 2020, via Zoom. In attendance were:

<b>Board:</b>	Steve Miller, Chairman	<b>Staff:</b>	Dave Pribulka, Township Manager
	Laura Dininni		Jenna Wargo, Planning/Zoning Director
	Prasenjit Mitra		Chris Albright, Chief of Police
	Patty Stephens		
	Lisa Strickland		

*Others in attendance included:* Rhonda Demchak, Recording Secretary; Marcia Vicere, President of the Jana Marie Foundation; Ryan Gruhn, Owner of Central PA Mixed Martial Arts

### I. CALL TO ORDER

Mr. Miller called the Monday, July 6, 2020, regular meeting to order at 7:00 p.m.

Mr. Pribulka noted that the Board of Supervisors meeting had been advertised as both a virtual meeting and an in-person meeting. C-NET is recording as well. There is also an audio conference bridge that is accessible by accessing the Ferguson Township's main line at 814-238-4651 and then dialing extension 3799. Per the Sunshine Act, which allows during a time of disaster recovery to meet virtually, but it also requires that a Roll Call be taken and that elected officials verbally respond. Mr. Pribulka took Roll Call and there was a quorum.

Mr. Miller noted that the Board of Supervisors held an Executive Session today, July 6, 2020 on litigation.

### II. CITIZENS INPUT

None.

### III. APPROVAL OF MINUTES

Ms. Dininni moved that the Board of Supervisors **approve** the Board of Supervisors Minutes of June 15, 2020. Ms. Stephens seconded the motion.

### IV. SPECIAL REPORTS

#### 1. COVID-19 (Coronavirus) Response Report

Mr. Pribulka reported that operations at the Township are continuing as they have been over the last few weeks. Today, July 6, 2020 is the first day that all staff has reported back to work at the Township building. The Township building will remain closed to the public but will reevaluate in the coming week to determine if the building can safely reopen with either full hours or modified hours.

The Township hosted a virtual Town Hall last week and Mr. Pribulka thanked everyone who was able to attend. The questions that the Township received were mainly about reopening of public facilities such as parks, playgrounds, public restrooms, etc. It was a brief webinar.

The Township received the responses and closed the survey that was distributed to the Authorities Board and Commission members. It was designed to gauge any concerns and issues they have experienced while responding to the pandemic while hosting meetings virtually. The responses were mixed. Some people are comfortable engaging virtually, while others prefer in person meetings. Mr. Pribulka noted that the Township will continue to offer both virtual and in person meetings for the time being.

Mr. Pribulka again expressed his appreciation on behalf of the Township and staff for the continued patience and understanding as the Township recovers from the crisis

Ms. Strickland noted that the CARES Act Assistance for grant and mortgages opened today, July 6, 2020. Also, Ms. Strickland noted there are a few days left for the Small Business Assistance Program and asked if the links for the two programs could be placed on the Townships website. Ms. Strickland inquired about data collection regarding food, housing, and employment. Mr. Pribulka noted that the Mangers are still meeting weekly with the Centre Region Emergency Management Coordinator and the County Administrator. Mr. Pribulka will compile information and will provide to the Supervisors.

## **V. UNFINISHED BUSINESS**

### **1. STAFF REPORT – PROCUREMENT CODE AMENDMENT**

Mr. Pribulka reported on the Procurement Code Amendment that Mr. Mitra requested for consideration on June 15, 2020. The procurement code would stipulate that contractors providing bids on projects whose estimated value is above \$10,000 but below prevailing wage requirements must certify that they will pay their employees a minimum of \$15 per hour. Staff was directed to survey local contractors who have performed work on these projects in the past for the Township to determine whether the proposed regulations would be impactful and, if so, what effect it may have on the Township's contract pricing. Mr. David Modricker, Director of Public Works, prepared a matrix based on the informal survey he conducted, and it was included with the agenda. There was only one of the seven that indicated that there would be an affect on their contracted amount if they were required to pay the minimum of \$15 per hour. Of the contractors that were surveyed there might be a negligible impact on their ability to provide the services largely because all but one of them are already paying at or above the \$15 per hour threshold. Mr. Pribulka noted that there is a motion in the agenda that is based on the original recommended motion that was included in the June 15, 2020 agenda.

Mr. Pribulka noted that they would collect payroll certifying that employees were compensated \$15 per hour. This is already being done with prevailing wage contracts. They are submitted regularly, reviewed by the Township engineer, filed for spot checks that are conducted from time to time, and confirm that the employees have been receiving that level of compensation. The Township is also subject to an audit by the Department of Labor. Mr. Pribulka noted that the Township wouldn't be audited on anything that is not regulated by prevailing wage law, but given it is an ordinance of the Township there would be required continued certification. This is primarily to avoid any conflicts or allegations of impropriety in respect to rewarding of a Township contract. Mr. Pribulka noted that there would be additional administrative oversight on part of the Township due to collecting payrolls and confirming they are indeed meeting the bid specification.

Ms. Strickland had concerns about local companies being excluded because they don't pay \$15 per hour.

Mr. Pribulka noted that there are no employees at the Township that are full-time making under \$15 per hour.

Mr. Mitra noted that he gathered data from MIT Living Wage Calculator and presented a slide to the Board. The slide broke down the living wage, poverty wage, and minimum wage.

Ms. Dininni noted that she is not opposed but would like more formal information.

Discussion continued regarding specifications, regulations and clarifications on awarding contracts.

Mr. Miller expressed his concerns to not move forward because it might discourage some companies from placing bids due to providing documentation.

Ms. Dininni would like to obtain more information from COG's Human Resources Department to provide data on how many employees make the minimum of \$15 per hour. Ms. Stephens indicated that COG is overwhelmed at the moment but will ask when it is an appropriate time. Mr. Miller indicated that he will inform the Finance Committee on July 9, 2020.

## VI. NEW BUSINESS

### 1. CONSENT AGENDA

- a. Board Member Request – Fire Code and Enforcement Discussion
- b. Board Member Request – Northland Area Pedestrian Safety Improvements
- c. Board Member Request – COVID-19 Masking Requirements
- d. Board Member Request – Resolution on Racial Justice, Equity, and Policing in Ferguson Township

Ms. Dininni moved that the Board of Supervisors **approve** the Consent Agenda. Ms. Strickland seconded the motion. The motion passed unanimously.

### 2. PROCLAMATION – SUICIDE AWARENESS & PREVENTION MONTH

Ms. Marcia Vicere, President of the Jana Marie Foundation introduced the proclamation and thanked those for continued support. Ms. Vicere also serves as the Chairperson of the Centre County Suicide Prevention Task Force. The proclamation will designate September as Suicide Awareness and Prevention Month and September 10<sup>th</sup> as Suicide Awareness and Prevention Day in Ferguson Township. Ms. Vicere reviewed statistics and about programs and services throughout Centre County.

Ms. Dininni moved that the Board of Supervisors **adopt** the proclamation designating the month of September to be "Suicide Awareness and Prevention Month" and September 10<sup>th</sup> to be "Suicide Awareness and Prevention Day" in Ferguson Township.

Mr. Pribulka inquired if the agencies are seeing any increases due to the extended quarantine. Ms. Vicere noted that the Jana Marie Foundation addresses issues with middle and high school age students. The Foundation has seen huge increases in need of services especially with this certain age group, students being at home, and the disconnection from friends.

### 3. PUBLIC HEARING RESOLUTION – ESTABLISHING GUIDELINES FOR OUTDOOR SALES OF FOOD & MERCHANDISE DURING CORONOVIRUS PANDEMIC

Ms. Wargo presented the draft resolution. In order to meet new COVID-19 safety protocols for reopening, many businesses and schools are going to have to turn themselves inside-out if local businesses are to reopen in a way that provides for safer distancing between patrons. In an effort

to assist local businesses in responsibly reopening and resuming operations as they recover from the effects of COVID-19, Planning Staff discussed at the regular Ferguson Township Planning Commission meeting on June 22, 2020, restrictions within the Township Ordinance that may need to be temporarily eased to enable businesses to safely and effectively operate in conjunction with implementing the Governor's Office, PA Department of Health, and other agency and industry guidelines regarding social distancing, sanitation, and public health. The Governor's Office has developed rules and recommendations for a safe reopening of businesses, and the proposed resolution will support and supplement these directives. As noted in the resolution, the guidelines will remain flexible throughout the term of the program, which is slated to end thirty (30) days following the lifting of the Governor's capacity restrictions in areas and on properties where it might otherwise be prohibited. Ms. Wargo noted that the Township received requests from gyms, private schools, and restaurants. The draft resolution captures what the staff has received. Ryan Gruhn, owner of Central PA Mixed Martial Arts, noted that they requested to hold classes outside; however, they are on Penn State property and Penn State needs approval from Ferguson Township. Mr. Gruhn noted that 80% of the students do not want to have classes inside.

Mr. Mitra noted that his objective is to make sure masking and physical distancing be a requirement and inquired if #5 of the resolution is aiming towards that. Ms. Wargo noted that #5 is referencing the utilization of parking spaces for outdoor activities. Sower's Harvest Café took away three parking spaces for outside dining. Ms. Wargo noted that they will need to be in compliance with social distancing and masking. Mr. Mitra would like to see language added to the resolution about the Governor's Orders. Ms. Dininni noted that the resolution could be modified under the second WHEREAS to state " Pennsylvania Department of Health guidance for social distancing, masking and workplace safety." Ms. Wargo will make the modification.

Ms. Dininni moved that the Board of Supervisors **adopt** the resolution for Flexible Business Support Allowing Businesses to Implement COVID-19 Safety Protocols. Ms. Strickland seconded the motion. The motion passed unanimously.

ROLL CALL: Ms. Dininni – YES: Mr. Miller – YES: Mr. Mitra – YES: Ms. Stephens – YES: Ms. Strickland - YES

4. PUBLIC HEARING RESOLUTION – EASEMENT AGREEMENT FOR PARCEL 24-006B-23

Mr. Pribulka noted that a copy of the resolution was included in the agenda that contains an easement agreement between Fairbrook United Methodist Church and Ferguson Township. The agreement would allow the Township to maintain and manage a stormwater drainage area on the property of the church at 4201 West Whitehall Road. The parties agreed in principle to a consideration of \$4,000 that would be paid for out of the Transportation Improvement Fund for the acquisition of the drainage easement. Mr. Pribulka noted that easements are most often conveyed through the Land Development process, but he is trying to standardize the process.

Ms. Dininni moved that the Board of Supervisors **adopt** the resolution authorizing the Chairman and Secretary to execute the easement agreement between Fairbrook United Methodist Church and the Township on tax parcel 24-006B-023 attached as Exhibit "A". Ms. Strickland seconded the motion. The motion passed unanimously.

ROLL CALL: Ms. Miller – YES: Mr. Mitra – YES: Ms. Stephens – YES: Ms. Strickland – YES: Ms. Dininni - YES

5. BOARD MEMBER REQUEST – FAIRBROOK PARK NATIVE LANDSCAPE MAP AMENDMENT

Ms. Dininni noted that the Board previously drafted a map that was included in the agenda that would identify low mow areas of the park. Ms. Dininni requested to amend the map to create a visual guide for maintenance staff to use when mowing the park. The amendment would create separation between “high grass” areas and other amenities to control the spread of invasive species and allow access to all areas of the park. Ms. Dininni will work with Mr. Modricker to amend the map.

Ms. Dininni moved that the Board of Supervisors **amend** the Fairbrook Park low/no mow areas to reflect the conversation at the Board meeting on July 6, 2020 to allow access to amenities and separation between resident’s homes and amenities in no grow areas. Ms. Strickland seconded the motion. The motion passed unanimously.

6. BOARD MEMBER REQUEST – RESOLUTION ON SYSTEMIC RACISM RELATED TO ETHNICITY & SKIN TONE

Mr. Mitra received an email from a citizen to consider advertisement of a resolution or proclamation related to systemic discrimination based on ethnicity, skin tone, and other forms of discrimination. Mr. Mitra noted that included in the agenda is a resolution that Ferguson Township passed in 2017.

Mr. Mitra moved that the Board of Supervisors **direct** the staff reaffirm the 2017 resolution and to draft a resolution condemning and opposing systemic discrimination related to ethnicity and skin tone. Ms. Dininni seconded the motion. The motion passed unanimously.

7. BOARD MEMBER REQUEST – POLICE RESPONSE REPORT

Mr. Mitra introduced the request. Provided with the agenda is a copy of the request from Mr. Mitra for the Board to consider requesting a report from the Ferguson Township Police Department describing police response to calls for service categorized by use of force and types of responses (mental health, domestic violence, etc.); as well as statistics related to complaints received by residents of officers and training received. Chief Albright noted that there is some information that can not be released such as names, but overall will be able to get the information that is being requested. Chief Albright noted that most of the information will be rather easy to obtain. Mr. Pribulka noted that Board action will be required for this request to help clarify any questions. Also, given that conversations are happening at the local, regional, state, and national level, Mr. Pribulka noted that it is time for the Board to get a more in depth look into these questions. Ms. Strickland requested to see more information on mental health responses with regards to assistance from county services and their contracted companies.

Mr. Mitra moved that the Board of Supervisors **direct** staff to provide a report to the Board focusing on the items described in Mr. Mitra’s request and Ms. Strickland’s verbal request from the Board meeting tonight, July 6, 2020. Ms. Stephens seconded. The motion passed unanimously.

8. BOARD MEMBER REQUEST – TOWNSHIP BUSINESS NEEDS SURVEY

Mr. Pribulka presented Ms. Dininni’s request for the Board to consider directing staff to conduct a “Business Needs Survey”. The survey is similar to an initiative that was undertaken by the State College Borough to develop a better understanding of where the needs are of the Township businesses both as they respond to the current COVID-19 pandemic and a possible second wave. Mr. Pribulka noted that he typically doesn’t formulate recommendations but feels the survey would give valuable insight on the needs of our Township businesses and encourages the Board to move forward with the survey. Ms. Strickland asked to have included questions about layoff/furloughs, projection plan, questions about childcare needs of employees, and how the businesses were



impacted in the spring. Mr. Pribulka noted that he is interested on how local regulations may have impacted positively, negatively, or neutrally during the pandemic. Mr. Pribulka noted that the survey will be short enough so that people will respond.

Ms. Dininni moved that the Board of Supervisors **direct** staff to conduct a “Business Needs Survey” with a focus on short- and long-term recovery from the COVID-19 pandemic. Ms. Strickland seconded the motion. The motion passed unanimously.

## VII. STAFF AND COMMITTEE REPORTS

### 1. COG COMMITTEE REPORTS

- a. Executive Committee – The report was provided in the packet. Ms. Dininni emphasized how valuable the hybrid model is to meet in person and have the option to meet virtually and would like to see COG move forward in the future with this option. Mr. Miller noted that he would bring this to the Executive Committee’s attention but did state that there are rules with regards to a quorum. Mr. Miller will get this information for Ms. Dininni.
- b. Human Resources Committee – The report was provided in the packet. Ms. Stephens noted that they discussed the job description for the Director of the Schlow Library and how staff are feeling stress from disgruntled patrons due to the COVID-19 pandemic.
- c. Public Services & Environment Committee – The report was provided in the packet. Mr. Mitra noted that there are citizens that want the fees reimbursed for the April suspension of curbside recycling. The refund would be approximately \$5.39 per person. Advanced Disposal was contacted, and discussions continue. Also, the Committee is obtaining information from Advanced Disposal about their cart program. Pam Adams presented on the Climate Vulnerability Assessment

### 2. STAFF REPORTS

- a. Manager’s Report - Mr. Pribulka noted that the report was included in the agenda. The regional Solar Power Purchasing Agreement (PPA) Working Group met on Wednesday, July 1, 2020. Eric Endresen, Director of Finance, was the Township’s representative. The Working Group approved the cost sharing agreement for the consultant to prepare the Request for Proposals (RFP) that would solicit firms interested in bidding on the proposed public/private partnership for the Solar PPA. The draft of the RFP was also approved, and action was taken to defer the release of the RFP until September due to the potential financial impacts of the pandemic. Mr. Pribulka noted that the 2019 Comprehensive Annual Financial Report has been completed and was delivered today, July 6, 2020. However, the binding on the reports were subpar and they will be rebound for distribution to the Board later in the week. The 2021-2025 Capital Improvement Program Budget meetings were conducted last week. Public Special Meetings have been scheduled for July 21 and 22 to review the draft document. The Board can expect to receive a copy next week with an agenda for the Special Meetings. The Non-Uniformed Pension Advisory Committee that was established a year ago met on June 30, 2020, and the purpose of the meeting was to discuss strategy to review responses to the Request for Proposals issued for pension administration services for the Township’s 457 Deferred Compensation Plan as well as the 401(a) pension plans. In total, eight responses were received ranging from our current provider as well as several other firms. The Committee will review the responses and make a recommendation to the Board of Supervisors by the end of the month. The Board can tentatively expect a recommendation at an upcoming Regular Meeting in August. Mr. Pribulka noted that all of the responses had reduce their fees to the planned participants. The Ferguson Township Parks and Recreation Meeting met on June 18th . The primary

agenda item was a review of the draft 2021 – 2025 Capital Improvement Program Budget for parks. The parks tour that is typically scheduled each year with the Committee will be self-directed this year. Ms. Dininni expressed her concern with the giardia at Tudek Park. Mr. Pribulka noted that he has had email exchanges with Pamela Salokangas, Director of Centre Region Parks & Recreation. Ms. Salokangas noted via email that the staff at CRPR are taking steps to sanitize and clean the material that is provided at the dog park. Mr. Pribulka noted that work stills needs to continue on the issue, but it is possible that the disease was introduced from a private water dish. Mr. Pribulka noted that there have been no other cases that he has been made aware of but will follow up regards to testing.

- b. Public Works – Mr. Modricker’s report was included in the agenda. Mr. Pribulka noted that the Public Works Building is on time and very fortunate that there have been very few delays due to rain. The Budget is being monitored to ensure it is on track.
- c. Planning and Zoning – The report was provided in the packet. Mr. Pribulka noted that the 3<sup>rd</sup> round of mediation occurred for the Pine Hall Land Use Appeal. The Chicken and Duck Ordinance was reviewed and edited. Ms. Dininni inquired if the Chicken and Duck Ordinance will be going to the Planning Commission or to the Board of Supervisors. Mr. Pribulka will follow up with Ms. Wargo. Ms. Dininni asked about where the Chicken and Duck Ordinance applies and where it doesn’t. Ms. Dininni inquired about the status of the Sign Ordinance. Mr. Pribulka will follow up with Ms. Wargo and let the Board know the status of the Sign Ordinance.

**VIII. COMMUNICATIONS TO THE BOARD**

- a. Ms. Dininni reported that she received communication about another smoke issue.

**IX. CALENDAR ITEMS - JUNE**

- a. There will be a Virtual Coffee & Conversation on July 10<sup>th</sup> at 8:00 a.m. Zoom information is listed on the Township [website](#).

**X. ADJOURNMENT**

With no further business to come before the Board of Supervisors, Ms. Dininni motioned to adjourn the meeting. The meeting adjourned at 9:20 p.m.

Respectfully submitted,

David Pribulka, Township Manager  
For the Board of Supervisors

**FERGUSON TOWNSHIP**  
**AFFORDABLE HOUSING ORDINANCE**

- 1) **Purpose.** The purpose of this Chapter is:
  - a) Provide a wide range of quality, affordable housing for households with an income of 120% or less of Area Median Income (AMI) in high opportunity neighborhoods, those with superior access to quality schools, services, amenities and transportation;
  - b) To support the Centre Region Comprehensive Plan's goal to provide a wide range of sound, affordable and accessible housing consistent with the fair share needs of each municipality in the Centre Region;
  - c) Provide criteria for affordable housing including, but not limited to, design, construction, phasing, and location within a development;
  - d) To facilitate and encourage development and redevelopment that includes a range of housing opportunities through a variety of residential types, forms of ownership, home sale prices and rental rates;
  - e) To mitigate the impacts of large-scale real estate development on the available supply of low and moderate income housing and increase the availability of such housing;
  - f) To work in partnership and support programs like Centre County Affordable Housing Coalition, Centre County Housing and Land Trust, and Housing Transitions, Inc. to create additional housing opportunities;
  - g) Responsibly allocate resources to increase housing opportunities for families and individuals facing the greatest disparities;
  - h) Ensure the opportunity of affordable housing for employees of businesses that are located in or will be located in the Township;
  - i) To ensure that affordable homeownership which is, a mortgage payment and housing expenses (principal, interest, taxes and insurance) is no greater than 30% of a family's gross month income, per the HUD definition; and
  - j) Effectively enforce and administer the provisions of the affordable housing program.
- 2) **Authority.** Provisions for the Affordable Housing Chapter are intended to comply with the following articles of the Pennsylvania Municipal Planning Code.
  - (1) Article VI Zoning.
    - Section 603. Ordinance Provisions where:
      - (a) Zoning Ordinances should reflect the policy goals of the statement of the community development objectives and give consideration to the character of the municipality, the needs of the citizens and the suitabilities and special nature of particular parts of the municipality.
      - (c) Zoning Ordinances may contain:
        - (5) Provisions to encourage innovations and to promote flexibility, economy and ingenuity in development, including subdivisions and land developments as defined in this act;
        - (6) Provisions authorizing increases in the permissible density of population or intensity of a particular use based upon expressed standards and criteria set forth in the zoning ordinance;

(j) Zoning Ordinances adopted by municipalities shall be generally consistent with the municipal or multi-municipal Comprehensive Plan or, where none exists, with the municipal statement of community development objectives and the county Comprehensive Plan.

Section 604. Zoning Purposes. The provisions of zoning ordinances shall be designed:

(1) To promote coordinated and practical community development and proper density of population.

Section 605. Classifications.

(3) For the purpose of encouraging innovation and the promotion of flexibility, economy and ingenuity in development, including subdivisions and land developments as defined in this act, and for the purpose of authorizing increases in the permissible density of population or intensity of a particular use based upon expressed standards and criteria set forth in the zoning ordinance.

(2) These regulations are enacted under the authority of the Pennsylvania Human Relations Act (Act of October 27, 1995, P.L. 744, as amended), which guarantees fair housing.

(3) Posting of the Fair Housing Practices Notice is required pursuant to the Pennsylvania Human Relations Act.

3) **Definitions.** As used in this chapter, the following words and terms shall have the meanings specified herein:

**AFFORDABLE HOUSING**—Housing with a sales price or rental amount within the means of a household that may occupy moderate- and low-income housing. In the case of dwelling units for sale, affordable means housing in which mortgage, amortization, taxes insurance, and condominium or association fees, if any, constitute no more than thirty (30) percent of such gross annual household income for a household of the size that may occupy the unit in question. In the case of dwelling units for rent, affordable means housing for which the rent and utilities constitute no more than thirty (30) percent of such gross annual household income for a household of the size that may occupy the unit in question.

**AFFORDABLE HOUSING DEVELOPMENT AGREEMENT**— A written agreement duly executed between the applicant for a development, the Township, and the designated third-party administrator of the affordable housing program. Said agreement shall include, at minimum, all of the provisions established in §27-215, Subsection 6.

**AFFORDABLE HOUSING DWELLING UNIT**—Means any affordable housing subject to covenants or restrictions requiring such dwelling units to be sold or rented at prices preserving them as affordable housing for a period of at least fifty (50) years.

**AFFORDABLE HOUSING DEVELOPMENT**—Any housing subsidized by the federal or state government, or any housing development in which at least ten (10) percent of the housing units are affordable dwelling units.

**AFFORDABLE HOUSING DEVELOPMENT PLAN**—A plan prepared by an applicant for an Affordable Housing Development under this chapter that outlines and specifies the development’s compliance with the applicable requirements of this chapter.

**AFFORDABLE HOUSING TRUST FUND**—The fund created by Ferguson Township pursuant to Section §27-7167.b. of this chapter.

**AFFORDABLE HOUSING UNIT**—Either a housing unit subsidized by the federal or state government or subject to covenants and deed restrictions that ensure its continued affordability or an affordable dwelling unit documented in a development’s Affordable Housing Agreement. When calculating the required percentage of Affordable Units in a development, any fractional result between 0.1 and 0.4 will be rounded down to the number immediately preceding it numerically, and any fractional result between 0.5 and 0.9 will be rounded up to the next consecutive whole number. However, the total Affordable Unit percentage cannot exceed ten (10) percent of the total units in the development.

**CONVERSION**—A change in a residential rental development or a mixed-use development that includes rental dwelling units to a development that contains only owner-occupied individual dwelling units or a change in a development that contains owner-occupied individual units to a residential rental development or mixed-use development.

**DENSITY BONUS**—An increase in the number of market-rate units on the site in order to provide an incentive for the construction of affordable housing pursuant to this chapter.

**DEVELOPMENT**—The entire proposal to construct or place one or more dwelling units on a particular lot or contiguous lots including, without limitation, a planned unit development, site plan, or subdivision.

**FEE-IN-LIEU FACTOR**—The factor used to calculate the fee-in-lieu which may not exceed the maximum justifiable cap determined annually by Ferguson Township based on the difference in the capitalized market value between market-rate buildings and buildings with ten (10) percent of the units affordable to households earning eighty (80) percent or less of the area AMI as determined annually by U.S. Department of Housing and Urban Development.

**LOT**—Either the basic development unit for determination of area, width, depth, and other dimensional variations; or a parcel of land whose boundaries have been established by a legal instrument, such as a recorded deed or recorded map, and is recognized as a separate legal entity for purposes of transfer of title.

**LOW-INCOME HOUSING**—Housing that is affordable, according to the U.S. Department of Housing and Urban Development, for either home ownership or rental, and that is occupied, reserved, or marketed for occupancy by households with a gross household income that does not exceed fifty (5) percent of the median gross household income for households of the same size within the State College, PA Metropolitan Statistical Area (MSA) in which the housing is located.

**MEDIAN GROSS HOUSEHOLD INCOME**—The median income level for the State College, PA

Metropolitan Statistical Area (MSA), as established and defined in the annual schedule published by the Secretary of the U.S. Department of Housing and Urban Development, adjusted for household size.

**MODERATE-INCOME HOUSING**—Housing that is affordable, according to the federal Department of Housing and Urban Development, for either home ownership or rental, and that is occupied, reserved, or marketed for occupancy by households with a gross household income that is greater than fifty (50) percent but does not exceed eighty (80) percent of the median gross household income for households of the same size within the State College, PA Metropolitan Statistical Area (MSA) in which the housing is located.

**RENOVATION**—The physical improvement that adds to the value of real property, but that excludes painting, ordinary repairs, and normal maintenance.

- 4) **Applicability.** All of the following land developments and minor alterations within the Terraced Streetscape (TS) Zoning District and the Traditional Town Development (TTD) Zoning District that results in or contains:
  - a) Ten or more residential dwelling units;
  - b) Renovation of a multi-family dwelling that increases the number of residential units from the number of units in the original structure;
  - c) Conversion of an existing residential structure regardless of dwelling type to a multi-family dwelling that results in ten or more residential dwelling units; and
  - d) Conversion of a nonresidential property to a residential property;
- 5) **General Requirements for Affordable Units.** For all applicable land developments listed in Section 4. Applicability, within the Terraced Streetscape (TS) Zoning District and the Traditional Town Development (TTD) Zoning District, projects must comply with the following requirements.
  - a) The permit application must include an Affordable Housing Program option selection. Planning and Zoning Staff will be available at the Ferguson Township Municipal Building to assist applicants throughout the permitting intake and application process to explain and clarify the Affordable Housing Program requirements.
  - b) Calculation of Affordable Units. To calculate the minimum number of affordable units required in any land development listed in Section 4. Applicability, the total number of proposed units shall be multiplied by 10 percent.
    - i) When calculating the required percentage of Affordable Units in a development, any fractional result between 0.1 and 0.4 will be rounded down to the number immediately preceding it numerically, and any fractional result between 0.5 and 0.9 will be rounded up to the next consecutive whole number. However, the total Affordable Unit percentage cannot exceed ten percent of the total units in the development.
- 6) **Standards.** Affordable dwelling units must be provided as follows, or a fee-in-lieu of providing affordable units must be paid. Adjustments are prohibited.
  - i) Affordable units may be provided on-site, fee-in-lieu, built off-site, designated off-site or land and/or building donation.
    - (1) Off-street parking may be provided but is not required for any affordable unit built or designated;

- (2) Affordable units may be up to 10 percent smaller than the market-rate units;
- (3) Developments that provide built affordable units, either on-site or off-site, will have the option to add one additional equivalent unit (bonus unit) for each affordable unit provided as part of the land development plan, not to exceed (XX) bonus units;
- (4) Diversity Standards as outlined in §27-303.C.2.a. may be modified to the extent needed to accommodate all required affordable units and allowable bonus units;
- (5) The overall height for all developments of multifamily units cannot exceed one additional story over and above the underlying zoning;
- (6) Affordable housing shall not be segregated or clustered within a development;
- (7) Affordable housing units shall be like market rate units with regard to number of bedrooms, amenities, and access to amenities, but may not be permitted to differ from market-rate units in a development with regard to interior amenities, provided that:
  - (a) These differences, excluding differences related to size differentials, are not apparent in the general interior and exterior appearance of the development's units; and
  - (b) These differences do not include insulation, windows, heating systems, and other improvements related to the energy efficiency and standard components of the development's units;
- (8) No more than two adjacent lots shall contain affordable housing units;
- (9) No more than four lots along any block width or block length may contain such units;
- (10) Affordable units required under this chapter shall be offered for sale or lease to a qualified household to be used for its own primary residence, except for units purchased by the Township or its designee;
  - (a) The applicant will provide to the Township data justifying the needs for fee simple units or units for lease;
- (11) If the development plan, for which affordable units are required, contains a phasing plan, the phasing plan shall provide for the development of affordable units concurrently with the market-rate units. No phasing plan shall provide that the affordable units built are the last units constructed.
- (12) In order to ensure an adequate distribution of affordable units by household size, the bedroom mix of affordable units in any project shall be in the same ratio as the bedroom mix of the market-rate units of the project.
- (13) The sale or lease of affordable units shall be limited to qualified households earning up to 120% Area Median Income (AMI), adjusted for household size. See the following table for the percentage of affordable units to be provided for specific qualified households.

Population to be Served	Percentage of Affordable Units for the Development	
	For Sale Units	Rental Units
60%-90% Area Median Income (AMI)	50%	50%
91%-120% AMI	50%	50%
TOTAL	100%	100%

In instances where there are less than two affordable units for rent or sale, a minimum of one unit must be provided at a commensurate price for the 60%-90% Area Median Income (AMI).

- (14) Owners of property subject to the Affordable Housing Program are required to sign a Regulatory Agreement to be recorded with the property where the affordable units are located;
- b) Incentives.
  - c) Continued Affordability.
    - i) The continuity of affordable units in the workforce housing program shall be ensured for a period of 50 years commencing the date of the approved certificate of occupancy for the unit. To provide for the continuity of affordable housing units, a restriction shall be placed on the deed of the property, which shall read as follows: "This property is to remain affordable for a period of 50 years from its initial date of sale for persons earning between 60 percent and 90 percent or 91 percent and 120 percent of the Area Median Income (AMI) for State College, PA Metropolitan Statistical Area (MSA) as established by the latest income guidelines defined in the annual schedule published by the Secretary of the United States Department of Housing and Urban Development."
    - ii) Prospective buyers shall enter into a legally binding agreement with the designated administrator of the Affordable Housing Program that will stipulate the process for certifying subsequent buyers of affordable housing units for the applicable 50 year period, and the amount of equity able to be recouped by the homeowner upon sale of the affordable housing unit. The designated administrator of the affordable housing program shall have the authority to require additional stipulations in the agreement including, but not limited to, the requirement of prospective buyers to participate in financial counseling in accordance with the procedures and requirements of the designated administrator.
  - d) Limitations.
    - i) Priority will be given to residents of Centre County for a minimum of one year or employed by a business located in Centre County. Must be a United State citizen or have permanent resident alien status;
    - ii) The affordable unit must be used as a principal place of residence;
  - e) Except for household income, asset limitations and the primary residency requirement as set forth herein, occupancy of any affordable unit shall not be limited by any conditions that are not otherwise applicable to all units within the covered project;
  - f) No zoning permit shall be issued to a development in which affordable housing units are required unless the applicant without having first duly executed an Affordable Housing Development Agreement; and
  - g) Final number of Units and Pricing shall be determined as outlined in this chapter and the policy and procedures manual;
- 7) **Affordable Housing Development Agreement.** For developments required by this Section to include affordable housing units, no zoning permit shall be issued for said development without having first duly executed an Affordable Housing Development Agreement. Ferguson Township, Township designee, and the applicant for the development, shall each be parties to the agreement. The agreement shall, at minimum, contain the following provisions:



- a) A statement from the designated administrator of the Affordable Housing Program that the affordable housing units are consistent with the definition of affordable housing units in §27-215.3, above;
  - b) The location(s), zoning designation(s) and ownership of the project(s);
  - c) The number and type of affordable housing units that will be provided and the calculations used to determine the number of units, including any incentives that were employed to reduce the requirement of affordable housing units or additional affordable housing units provided to reduce or relieve the requirement of another provision of the Zoning Ordinance, where applicable;
  - d) Description(s) of the development(s) proposed, including the name of the development project and marketing name, if different from the name submitted to the Township, and site plan(s) or preliminary subdivision(s) or land development plan(s) of the project(s);
  - e) The exact location of affordable housing units within the proposed development(s) including lot number;
  - f) A schedule, binding on the developer or property owner, for the construction of the affordable housing units. For phased developments, a phasing plan for the construction of the affordable housing units and market-rate units that are consistent with the preliminary subdivision and land development plan of the proposed development;
  - g) The proposed sale prices and affordability restrictions for each affordable housing unit and a copy of the applicable affordability deed restrictions and covenants;
  - h) Indication of which, if any, of the affordable housing units will be special needs housing for seniors, disabled, or other special needs populations and a description of the unique features or services for that population;
  - i) Indication as to whether the developer or a third party will be constructing the affordable housing units. If a third party is to construct the housing units, a separate development agreement or other binding legal document between the developer and the third party must be submitted with the affordable housing development agreement;
  - j) Acknowledgement that the certificates of occupancy for the last 10 percent of the market-rate units shall be withheld until the certificates of occupancy for all of the affordable housing units have been issued;
  - k) Acknowledgement that the designated affordable housing administrator of the Township's affordable housing program shall have full authority to administer the provisions of the affordable housing development agreement.
  - l) The Affordable Housing Development Agreement shall be reviewed by the Township Solicitor and included as a condition of approval of the subdivision or land development plan.
- 8) **Affordable Housing options.** Affordable Housing Program requirements will depend on the applicant's selection from one of the following options:
- a) On-Site construction of Affordable Units.
    - i) General Requirements for On-Site construction of Affordable Units. When the proposed development will include 10 percent of the units built on-site, Township Staff and/or designee will calculate the minimum number of required Affordable Units; and
    - ii) Determine any land use incentives provided in §27-716.5.d for the project.
  - b) Fee-In-Lieu Affordable Housing.
    - i) An applicant may pay a fee-in-lieu of constructing a portion of the required minimum number of affordable units in any development listed in §27-716.4 above;

- (1) Up to 40 percent of the Affordable Housing requirement can be paid in fee-in-lieu;
  - ii) Board of Supervisors shall establish by resolution the amount of the fee-in-lieu payment per unit following written recommendation by the Township Manager and adopt it as part of the Township's Schedule of fees. The per-unit amount shall be based on an estimate of the actual cost of providing an affordable unit using actual construction cost data, which shall include a consideration of land purchase costs. The per-unit amount shall be provided in accordance with the policy and procedure manual for administration of the program.
  - iii) All fee-in-lieu payments received pursuant to this chapter shall be paid directly to the Township and be used to further the Township's mission of providing affordable housing opportunities to income qualified households and/or first-time homebuyers. The Township shall create and administer an Affordable Housing Fund for such payments.
  - iv) To determine the total fee-in-lieu payment, the per-unit amount established by the Township shall be multiplied by at least 10 percent of the number of proposed units in the development pursuant to paragraph §27-716.4 above. For the purposes of such calculation, if 10 percent of the number of proposed units results in a fraction, the fraction shall not be round up or down. If the fee-in-lieu payment is made to substitute providing one or more of the required units, the calculation shall be prorated as appropriate.
  - v) Upon payment of the fee-in-lieu amount, the applicant has no additional Affordable Housing Program requirements relative to the proposed development.
- c) Build off-site Affordable Units.
- i) Affordable units otherwise required to be constructed as specified under paragraph §27-716.4, above, may be constructed off-site in a separate development (Receiving Development) within Ferguson Township from the new development (Sending Development) that is subject to the Affordable Housing Program requirements.
  - ii) To determine the total number of off-site units, multiply the number of proposed units in the Sending Development by 10 percent.
  - iii) The applicant must obtain an off-site land development plan approval from the Township at the same time the applicant obtains plan approval for the proposed market-rate units within the Sending Development.
  - iv) The Sending Development may retain all bonus units.
  - v) The Receiving Development must be identified and approved by Township Staff and/or designee prior to zoning permit issuance for the Sending Development, specifying the following information:
    - (1) Location;
    - (2) Proof of ownership;
    - (3) Number of affordable units and total units proposed; and
    - (4) Development schedule.
  - vi) The Receiving Development must be located within the Regional Growth Boundary (RGB) as adopted by the Centre Regional Council of Governments.
  - vii) The Receiving Development cannot be supported by any additional subsidy from Ferguson Township.
  - viii) The Receiving Development remains subject to any additional Affordable Housing Program requirements.
  - ix) The Receiving Development must receive a Certificate of Occupancy within three years of the Sending Development's first issued zoning permit or be subject to financial penalties.

- x) A penalty to the Sending Development will be due to Ferguson Township if the Affordable Units in the Receiving Development are not made available as set forth in the Affordable Housing Development Agreement.
- d) Designate Existing Units (DEU).
  - i) Affordable units otherwise required to be constructed as specified under paragraph §27-716.4, above, may be designated in an existing development (Receiving Site) within Ferguson Township from the new development (Sending Development) that is subject to the Affordable Housing Program requirements.
  - ii) To determine the total number of off-site units, multiply the number of proposed units in the Sending Development by 10 percent.
  - iii) Township Staff and/or designee will determine whether the proposed existing building is compatible with the Affordable Housing Program requirements. If the proposed Receiving Site is determined to be incompatible, the applicant must choose one of the remaining Affordable Housing Program Options.
  - iv) The Sending Development may retain all bonus units.
  - v) The Receiving Site must be identified and approved by Township Staff and/or designee prior to zoning permit issuance for the Sending Development, specifying the following information:
    - (1) Location;
    - (2) Proof of Ownership? Or Agreement from Owner?
    - (3) Number of affordable units and total units proposed; and
    - (4) Leasing schedule.
  - vi) The Receiving Site must be located within the Regional Growth Boundary (RGB) as adopted by the Centre Regional Council of Governments.
  - vii) The affordable units designated on the Receiving Site must be reasonably equivalent in size, quality, and bedroom count to the units on the Sending Development.
  - viii) The Receiving Site cannot be supported by any additional subsidy from Ferguson Township.
  - ix) The Receiving Site remains subject to any additional Affordable Housing Program requirements.
  - x) The Receiving Site must receive a Certificate of Occupancy within three years of the Sending Development's first issued zoning permit or be subject to financial penalties.
  - xi) A penalty to the Sending Development will be due to Ferguson Township if the Affordable Units in the Receiving Site are not made available as set forth in the Affordable Housing Development Agreement.
- e) Land and/or Building Donation
  - i) Land Donation. Affordable units otherwise required to be constructed as specified under paragraph §27-716.4, above, land may be donated to the Township or its designee with the Township's approval.
  - ii) The land value must be equal to or greater than the value of the fee-in-lieu payment, calculated in paragraph §27-716.7.b. The value of the land will be determined by an appraisal completed by a certified appraiser and shall be submitted to the Township. If the submitted appraisal is in question, the value of the land will be determined as outlined in the policy and procedures manual.
    - (1) The land to be donated must be located within the Regional Growth Boundary (RGB) as adopted by the Centre Regional Council of Governments.

- (2) The land to be donated must meet all applicable zoning and land development standards to construct the required units.
    - (3) The land donation must occur prior to the completion of the market-rate units.
  - iii) Land and Building Donation. Affordable units otherwise required to be constructed as specified under paragraph §27-716.4, above, land and building(s) may be donated to the Township or its designee with the Township's approval.
  - iv) The building and land value must be equal to or greater than the value of the fee-in-lieu payment, calculated in paragraph §27-716.7.b. The value of the land will be determined by an appraisal completed by a certified appraiser and shall be submitted to the Township. If the submitted appraisal is in question, the value of the building and land will be determined as outlined in the policy and procedures manual.
    - (1) The land to be donated must be located within the Regional Growth Boundary (RGB) as adopted by the Centre Regional Council of Governments.
    - (2) The land and building to be donated must meet all applicable zoning and land development standards to construct the required units.
    - (3) The land donation must occur prior to the completion of the market-rate units.
- 9) **Policy and Procedures Manuals for Administration and Marketing of Affordable Units for Sale and Rent.** Ferguson Township Planning Department shall provide an administrative manual for the execution of the Affordable Housing Chapter. This manual shall be followed by the applicant to provide the affordable units.
  - a) The Marketing for Sales and Rents Manual shall also be provided to establish requirements for this aspect of the program. Developers and their agents are expected to work closely and in cooperation with Township Staff or designee to make the affordable marketing and sales process as efficient and equitable as possible.
  - b) These documents will include clarifying information and procedures when requested by the Township. These procedures may be updated from time to time to increase the effectiveness of the affordable housing program.
- 10) **Inability to Rent or Sell Affordable Housing Units to Qualified Households.** If the developer meets or exceeds the marketing requirements, referenced in section 8) above, for a period of one year from final certificates of occupancy issuance, and is still unable to lease or sell affordable units to qualified households, the developer shall offer the affordable unit to the Township or its designee for purchase per Section XXX. If the Township or its designee does not purchase the affordable units, the developer may pay the fee-in-lieu for the number of available affordable units. If the developer has met all other requirements for this chapter, this payment shall release the affordable units to market-rate units.
- 11) **Administration.** The Ferguson Township Planning and Zoning Department and/or designee shall administer and monitor activity under this chapter and shall report periodically to the Board of Supervisors, setting forth its findings, conclusions and recommendations for changes that will render the program more effective.
- 12) **Fees.** Fees to administer the program such as a monitoring fee, refinance fee, or resale fee, may be established by resolution by the Board of Supervisors, following written recommendation by the Township Manager and adopted as part of the Borough's schedule of fees.

**CHAPTER 19  
SIGNS AND BILLBOARDS**

**PART 1  
SIGN REGULATIONS**

- §19-101.        **Applicability.**
- §19-102.        **Purpose and Findings.**
- §19-103.        **Definitions.**
- §19-104.        **General Provisions.**
- §19-105.        **Construction Specifications.**
- §19-106.        **Prohibited Signs.**
- §19-107.        **Exempt Signs.**
- §19-108.        **Temporary Signs.**
- §19-109.        **Permanent Sign Types By Use Table.**
- §19-110.        **Residential Uses.**
- §19-111.        **Commercial Uses.**
- §19-112.        **Office, Industrial and Institutional Use Signs.**
- §19-113.        **Permits.**
- §19-114.        **Review of Existing Permanent Signs.**
- §19-115.        **Nonconforming Signs.**
- §19-116.        **Removal of Certain Signs.**
- §19-117.        **Administration and Enforcement.**
- §19-118.        **Violations and Penalties.**
- §19-119.        **Severability.**

### **§19-101. Applicability.**

Any sign erected, altered, or maintained after the effective date of this part shall conform to the following regulations.

### **§19-102. Findings and Purpose.**

The purpose of this chapter is to encourage the effective use of signs as a means of communication in the Township, to maintain and enhance the aesthetic environment and the Township's ability to attract sources of economic development and growth; to improve pedestrian and traffic safety, to minimize the possible adverse effect of signs on nearby private property, to enable the fair and consistent enforcement of these sign restrictions, and protect the public health, safety, and general welfare by:

1. **Findings.** The Board of Supervisors finds:
  - a. Signs provide a vital function for the convenience of the public and for the efficient communication of commercial and noncommercial speech.
  - b. Unlike oral speech, signs may cause harm by virtue of the physical space they occupy by obstructing views, distracting motorists, displacing alternative uses of land, and endangering the safety of person or property. The Township has a substantial and compelling interest in all of the purposes set forth below and has a substantial and compelling interest in regulating signs in such a way that the harms caused by signs might be reduced and mitigated.
  - c. Signs are essential to the health and economic well-being of the Township by:
    - i. Facilitating consumer transactions and other commercial and industrial activities that allow businesses to be successful, which in turn provides employment and supports a stable tax base; and
    - ii. Providing information and directions for the safe and efficient travel of motor vehicles, bicycles, and pedestrians.
  - d. Signs have a strong visual impact on the character and aesthetic appearance of the Township.
    - i. They are a prominent part of the Township and, as such, can enhance or detract from the Township's image and character and facilitate or impede the creation of an attractive and harmonious environment in the Township.
    - ii. Their suitability or appropriateness helps to define the way in which the Township and neighborhoods within the Townships are perceived.
  - e. The visual environment and character of the Township are important factors for economic well-being because they influence the Township's appearance and land values.
  - f. The visual environment and character of the Township, as well as the orderly flow of traffic and safety of travel, are diminished when visual clutter results and the vision of motorists, bicyclists, and pedestrians is obstructed by the unrestricted proliferation and placement of signs, or from the improper maintenance of signs.
  - g. Regulation of the size, height, number, and spacing of signs throughout the Township is necessary to protect the public safety, to assure compatibility of signs with surrounding land uses, to enhance the business and economy of the Township, to protect the public

investment in the streets and highways, to maintain the tranquil environment of residential areas, to promote industry and commerce, to eliminate visual clutter and blights, to provide an aesthetically appealing environment, to provide ample, meaningful opportunities for persons who desire to display information by means of a sign to have their information seen and understood, and to provide for the orderly and reasonable display of advertising and other messages for the benefit of all persons in the Township.

- h. For these reasons, the needs of individual citizens, property owners, and businesses to convey their commercial and noncommercial messages must be balanced against the goals of the Township to ensure the safety of its roads and pedestrian-ways, maintain its desired character, and preserve and enhance the property values of property owners and businesses. The provisions of this Chapter do not entirely eliminate all of the harm that may be created by the installation of display of signs. Instead, they strike an appropriate balance that preserves ample channels of communication by means of visual display while still reducing and mitigating the extent of the harm caused by signs.
  - i. The provisions of this Chapter do not apply to every form and instance of visual speech that may be displayed within the Township. They are intended to regulate those forms and instances that are most likely to meaningfully affect one or more of the purposes set forth below.
  - j. The provisions this Chapter are neither intended nor designed to restrict or control signs for the purpose of promoting or stifling any messages and content that might appear on them.
2. **Purpose.** The purpose of this Chapter is to:
- a. Promote and protect the public health, safety, and welfare of those within the Township;
  - b. Promote the efficient use of signs as a means of communication;
  - c. Ensure that the right to free speech is protected;
  - d. Maintain and enhance a visual environment that allows the Township to attract sources of economic development and supports the economic well-being of the Township's businesses;
  - e. Protect and enhance the character, quality, and viability of the Township's development and neighborhoods;
  - f. Protect scenic views and avoid sign clutter;
  - g. Reduce the distractions, obstructions, and hazards to pedestrian, bicycle, and auto mobile traffic caused by the excessive number, size, height, illumination, movement, indiscriminate placement, overconcentration, or unsafe construction or maintenance of signs;
  - h. Reasonably accommodate:
    - i. The identification and advertising needs of businesses, institutions, and other entities; and
    - ii. The needs of persons moving through the public spaces of the Township to identify and locate destinations and find desired products and services;
  - i. Ensure signs are compatible with their surroundings, and minimize potential adverse effects on nearby properties;

- j. Enhance property values and business opportunities; and
- k. Enable efficient and consistent permitting and enforcement.

**§19-103. Definitions.**

Words and terms used in this part shall have the meanings given herein. Unless expressly stated otherwise, any pertinent word or term not part of this part but vital to the interpretation of this part shall be construed to have their legal definition, or in absence of a legal definition, their meaning as commonly accepted.

1. Words used in the present tense shall include the future tense;
2. Words used in the plural number shall include the singular and plural number, and the plural number shall include the singular number;
3. The words "shall" and "will" are mandatory and are not discretionary;
4. The word "may" is permissive;
5. The word "lot" shall include the words "place," "parcel," and "premises";
6. The word "building" means a structure, including any part thereof having a roof and used for shelter or enclosure for persons or property;
7. The phrase "used for" shall include the phrases "arranged for," "designed for," "intended for," "maintained for," or any other legal activity;
8. The word "person" shall include the words "individual," "corporation," "governmental agency," "trust," "estate," "partnership," "association," "venture," "joint venture," "participant," or any other legal activity;
9. As used in this part, the following terms shall have the meanings indicated;

**ABANDONED SIGN**—A sign which has not identified or advertised a current business, service, owner, product, or activity for a period of at least 90 days.

**ADDRESS SIGN**—A sign that designates the street number and/or street name for identification purposes, as designated by the United States Postal Service. (Also known as a "nameplate sign.")

**AGRICULTURAL COMMODITY AND PRODUCT SIGN/FARMER'S MARKET SIGNS**—Signs for items sold from an agricultural activity.

**ANIMATED SIGN**—A sign employing actual motion, the illusion of motion, or light and/or color changes achieved through mechanical, electrical, or electronic means. Animated signs, which are differentiated from changeable signs as defined and regulated by this part, include the following types:

- A. **ENVIRONMENTALLY ACTIVATED**—Animated signs or devices motivated by wind, thermal changes, or other natural environmental input.
- B. **MECHANICALLY ACTIVATED**—Animated signs characterized by repetitive motion and/or rotation activated by a mechanical system powered by electric motors or other mechanically induced means.



C. **ELECTRICALLY ACTIVATED**—Animated signs producing the illusion of movement by means of electronic, electrical, or electromechanical input and/or illumination capable of stimulating movement through employment of the characteristics of one or both of the classifications noted below:

- 1) **FLASHING**—Animated signs or animated portions of signs whose illumination is characterized by a repetitive cycle in which the period of illumination is either the same as or less than the period of non-illumination.
- 2) **PATTERNED ILLUSIONARY MOVEMENT**—Animated signs or animated portions of signs whose illumination is characterized by stimulated movement through alternate illuminated elements for the purpose of producing repetitive light patterns designed to appear in some form of constant motion.

**ATTRACTION-BOARD SIGN**—A permanent sign on which the information is changed periodically and identifies special, unique, limited activities, services, products, or sales of limited duration. Also included in this definition are “digital display signs,” “message center sign,” and “changeable-copy sign.”

**AWNING**—A cloth, plastic, or other nonstructural covering that projects from a wall for the purpose of shielding a doorway or window. An awning is either permanently attached to a building or can be raised or retracted to a position against the building when not in use.

**AWNING SIGN**—Any sign that is part of or attached to the surface of an awning.

**BALLOON**—A rubber sac inflated with air or helium and then sealed at the neck, used as a child’s toy or as a decoration.

**BALLOON SIGN**—A lighter-than-air, gas-filled balloon, tethered in a fixed location, which contains an advertisement message on its surface or attached to the balloon in any manner. This includes inflatable tube-like signs with forced air.

**BANDIT SIGN**—A sign tacked, nailed, posted, pasted, glued, or otherwise attached to objects such as, but not limited to, trees, poles, stakes, fences, public benches, streetlights, or other objects, or placed on any public property or in the public right-of-way or on any private property without the permission of the property owner. (Also known as a “snipe sign.”)

**BANNER**—Any cloth, bunting, plastic, paper, or similar nonrigid material attached to any structure, staff, pole, rope, wire, or framing which is anchored on two or more edges or at all four corners. Banners are temporary in nature and do not include flags.

**BEACON LIGHTING**—Any course of electric light, whether portable or fixed, the primary purpose of which is to cast a concentrated beam of light generally skyward as a means of attracting attention to its location rather than to illuminate any particular sign, structure, or other object.

**BUILDING FRONTAGE**—The portion of a lot boundary abutting a street.

**CANOPY**—A structure other than an awning made of fabric, metal, or other material that is supported by columns or posts affixed to the ground and may also be connected to a building.

**CANOPY SIGN**—Any sign that is part of or attached to a canopy.

**CHANGEABLE-COPY SIGN**—A sign or portion thereof on which the copy or symbols change, either automatically through electrical or electronic means, or manually through placement of letters or symbols on a panel mounted in or on a track system. The two types of changeable-copy signs are manual changeable-copy signs and electronic changeable-copy signs, which include: message center signs, digital displays, and tri-version boards.

**CHANNEL-LETTER SIGN**—A sign consisting of fabricated or formed three-dimensional letters, individually applied to a wall, which may accommodate a light source.

**CLEARANCE**—The distance above the walkway, or other surface, if specified, to the bottom edge of a sign. This term can also refer to a horizontal distance between two objects.

**DIGITAL DISPLAY**—The portion of a sign message made up of internally illuminated components capable of changing the message periodically. Digital displays may include, but are not limited to, LCD, LED, or plasma displays.

**DIRECTIONAL SIGN**—Signs designed to provide direction to pedestrian and vehicular traffic into and out of, or within, a site.

**ELECTRONIC MESSAGE CENTER**—An electrically activated changeable sign whose variable message and/or graphic presentation capability can be electronically programmed by computer from a remote location. Also known as an EMC. EMCs typically use light emitting diodes (LEDs) as a lighting source.

**EXTERNAL ILLUMINATION**—See “illumination.”

**FADE**—A mode of message transition of an electronic message sign accomplished by varying the light intensity, where the first message gradually reduces intensity to the point of not being legible and the subsequent message gradually increases intensity to the point of legibility.

**FESTOON LIGHTING**—A type of illumination comprised of either a group of incandescent light bulbs hung or strung overhead or on a building or other structure, or light bulbs not shaded, hooded, or otherwise screened to prevent direct rays of light from shining on adjacent properties or rights-of-way.

**FLAG**—Any sign printed or painted on cloth, plastic, canvas, or other like material with distinctive colors, patterns, or symbols attached to a pole or staff and anchored along only on edge or supported or anchored at only two corners.

**FLASHING SIGN**—A sign whose artificial illumination is not kept constant in intensity at all times when in use and which exhibits changes in light, color, direction, or animation. This definition does not include electronic message center signs or digital displays that meet the requirements set forth herein.

**FREESTANDING SIGN**—A sign installed upon the ground directly or through a structure designed for the exclusive purpose of supporting the sign, and not attached to a building or other structure. The following are subtypes of freestanding signs:

- A. **GROUND SIGN**—A sign permanently affixed to the ground at its base, supported entirely by a base structure and not mounted on a pole or attached to any part of a building. (Also known as a "monument sign.")
- B. **POLE SIGN**—A freestanding sign permanently affixed to one or more masts, poles, or open braces that are secured permanently to the ground and have as their principal purpose support of the sign, such that there is a minimum of two vertical feet of open air under any portion of the bottom of the sign.

**GAS ISLAND CANOPY SIGNS (WITH OR WITHOUT KIOSK)**—Signs for canopies over gas islands which may advertise corporate logos, names, letters, and symbols.

**GAS STATION CANOPY**—A freestanding, open-air structure constructed for the purpose of shielding service station islands from the elements.

**GOVERNMENT/REGULATORY SIGN**—Any sign for the control of traffic, for identification purposes, street signs, warning signs, railroad crossing signs, and signs of public service companies indicating danger or construction which are erected by or at the order of a public officer, employee, or agent thereof in the discharge of official duties.

**GROSS SURFACE AREA**—The area of a sign face shall be computed by means of the smallest square, circle, rectangle, or triangle which encompasses the extreme limits of characters, lettering, illustrations, logos, ornamentations, or other figures, together with any material or color forming an integral part of the background of the display, that is used to differentiate the sign from the backdrop or structure against which it is placed. Where the sign has two or more faces, the area of all faces shall be included in determining the gross surface area. Where the sign consists of individual letters or symbols attached to a building or wall, the area shall be considered to be that of the smallest square, circle, rectangle or triangle which encompasses all of the letters and symbols. The gross surface area shall not include any supporting structures, framing, pole, covers or bracing which is incidental to the display/sign itself and does not bear any advertising copy.

**GROUND SIGN**—See "freestanding sign."

**HALO ILLUMINATION**—See "illumination."

**HOLIDAY DECORATIONS**—Signs or displays, including lighting, which are a nonpermanent installation celebrating national, state, and local holidays, religious or cultural holidays, or other holiday seasons. (Also known as "seasonal decorations.")

**ILLUMINATED SIGN**—A sign with electrical equipment installed for illumination, either internally illuminated through its sign face by a light source contained inside the sign, or externally illuminated by a light source aimed at its surface.

**ILLUMINATION**—A source of any artificial or reflected light, either directly from a source of light incorporated into an object, structure, or sign, or indirectly from an artificial source.

- A. **EXTERNAL ILLUMINATION**—Artificial light located away from the sign, which lights the sign, the source of which may or may not be visible to persons viewing the sign from any street, sidewalk, or adjacent property.
- B. **INTERNAL ILLUMINATION**—A light source that is concealed or contained within the sign and becomes visible in darkness through a translucent surface. Message center signs, digital displays, and signs incorporating neon lighting shall not be considered internal illumination for the purposes of this part.
- C. **HALO ILLUMINATION**—A sign using a three-dimensional message, logo, etc., which is lit in such a way as to produce a halo effect. (Also known as "back-lit illumination.")

**INCIDENTAL SIGN**—A sign that displays general site information, instructions, directives, or restrictions that are primarily oriented to pedestrians and motor vehicle operators who have entered a property from a public street. These signs shall not contain any commercial advertising.

**INCIDENTAL WINDOW SIGN**—Signs displayed in the window displaying information such as the business's hours of operation, credit institutions accepted, commercial and civic affiliations, and similar information. These signs shall be informational only and shall not contain a commercial message.

**INFLATABLE SIGN**—A sign that requires air pressure to maintain its shape, made of flexible fabric, tethered to the ground or structure.

**INTERACTIVE SIGN**—An electronic or animated sign that reacts to the behavior or electronic signals of motor vehicle drivers.

**INTERNAL ILLUMINATION**—See "illumination."

**LEGIBILITY**—The physical attributes of a sign that allow for an observer's differentiation of its letters, words, numbers, or graphics.

**LOT**—A designated parcel, tract, or area of land established by plat, subdivision, or otherwise permitted by law to be used, developed, or built upon as a single unit under single ownership or control.

**MANUAL CHANGEABLE-COPY SIGN**—A sign or portion thereof on which the copy or symbols are changed manually through placement or drawing of letters or symbols on a sign face.

**MARQUEE**—A permanent roof-like shelter constructed of durable material that is supported solely by the building to which it is attached, and projects from the building face. A marquee is generally located at the main entrance to a building. This term does not include a canopy or an awning.

**MARQUEE SIGN**—A sign attached to or hung from a marquee.

**MECHANICAL MOVEMENT SIGN**—A sign having parts that physically move rather than merely appear to move as might be found in a digital display. The physical movement may be activated electronically or by another means but shall not include wind-activated movement such as is used for banners or flags. Mechanical movement signs do not include digital signs that have changeable, programmable displays.

**MEMORIAL SIGN**—A memorial plaque or tablet, including grave markers or other remembrances of persons or events, which is not used for a commercial message.

**MENU SIGN**—A permanent sign attached to a building or structure for displaying the bill of fare available at a restaurant, or other use serving food, or beverages.

**MESSAGE CENTER SIGN**—A type of illuminated, changeable copy sign that consists of electronically changing alphanumeric text often used for gas price display signs and athletic scoreboards.

**MESSAGE SEQUENCING**—The spreading of one message across more than one sign structure.

**MULTI-TENANT SIGN**—A freestanding sign used to advertise businesses that occupy a shopping center or complex with multiple tenants.

**MURAL**—A hand-produced work of visual art which is tiled or painted by hand directly upon, or affixed to an exterior wall of a building, that otherwise doesn't meet the definition of "sign".

**NEON SIGN**—A sign illuminated by a neon tube, or other visible light-emitting gas tube, that is bent to form letters, symbols, or other graphics.

**NIT**—A photometric unit of measurement referring to luminance. One nit is equal to one cd/m<sup>2</sup> (candlepower per meter squared).

**NONCONFORMING SIGN**—A sign that was legally erected and maintained before the effective date of this part, or amendment thereto, that does not currently comply with sign regulations of the district in which it is located.

**OFF-PREMISES SIGN**—An outdoor sign whose message directs attention to a specific business, product, service, event/activity, commercial/noncommercial activity, or contains a noncommercial message about something that is not sold, produced, manufactured, furnished, or conducted on the premises upon which the sign is located. (Also known as a "third-party sign," "billboard," or "outdoor advertising.")

**OFFICIAL TRAFFIC SIGN**—Official highway route number signs, street name signs, directional signs, and other traffic signs erected and maintained on public highways and roads in the interest of public safety or for the regulation of traffic.

**ON-PREMISES SIGN**—A sign whose message and design relate to an individual business, profession, product, service, event, point of view, or other commercial or noncommercial activity sold, offered, or conducted on the same property where the sign is located.

**PENNANT**—A triangular or irregular piece of fabric or other material, commonly attached in strings or strands, or supported on small poles intended to flap in the wind.

**PERMANENT SIGN**—A sign attached or affixed to a building, window or structure, or to the ground in a manner that enables the sign to resist environmental loads, such as wind, and that precludes ready removal or movement of the sign and whose intended use appears to be indefinite.

**POLE SIGN**—See "freestanding sign."

**PORTABLE SIGN**—A sign which is movable by a person without aid of a motor vehicle or other mechanical equipment.

- A. **SANDWICH-BOARD SIGN**—A type of freestanding, portable, temporary sign consisting of two faces connected and hinged and whose message is targeted to pedestrians. (Also known as an "A-frame sign.")
- B. **VEHICULAR SIGN**—A sign affixed to a vehicle in such a manner that the sign is used primarily as a stationary advertisement for the business on which the vehicle sits or is otherwise not incidental to the vehicle's primary purpose.

**PRIVATE DRIVE SIGN**—A sign indicating a street or drive which is not publicly owned and maintained to be used only for access by the occupants of the development and their guests.

**PROJECTING SIGN**—A building-mounted double-sided sign with the two faces generally perpendicular to the building wall, not to include signs located on a canopy, awning, or marquee. (Also known as "blade sign.")

**PUBLIC SIGN**—A sign erected or required by government agencies or utilities, including traffic, utility, safety, railroad crossing, and identification signs for public facilities.

**REFLECTIVE SIGN**—A sign containing any material or device which has the effect of intensifying reflected light.

**REVOLVING SIGN**—A sign which revolves in a circular motion rather than remaining stationary on its supporting structure.

**RIGHT-OF-WAY**—A corridor of land set aside for use, in whole or in part, by a street or other public purpose.

**ROOF SIGN**—A building-mounted sign erected upon, against, or over the roof of a building.

**SANDWICH-BOARD SIGN**—See "portable sign."

**SCOREBOARD**—A sign contained within an athletic venue and intended solely to provide information to the attendees of an athletic event.

**SCROLL**—A mode of message transition on an electronic message sign in which the message appears to move vertically or horizontally across the display surface.

**SECURITY SIGN**—An on-premises sign regulating the use of the premises, such as a "no trespassing," "no hunting," or "no soliciting" sign. (Also known as a "warning sign.")

**SHIELDED**—The description of a luminaire from which no direct glare is visible at normal viewing angles by virtue of its being properly aimed, oriented, or located which is properly fitted with devices such as shields, barn doors, baffles, louvers, skirts, or visors.

**SIGN**—Any device, fixture, placard, or structure which uses any color, form, graphic, logo, illumination, symbol, or writing which advertises, announces the purpose of or identifies the purpose of a product, service, place, activity, person, institution, business, or solicitation to the public. Also included are any emblems, painting, flags, banners, pennants, or placards designed to advertise, identify, or convey information and any permanently installed or situated sign merchandise.

**SIGN AREA**—See "gross sign area."

**SIGN HEIGHT**—The distance from the existing ground elevation at the base of or immediately below the sign to the highest point of the sign structure.

**SIGN OFFICER**—The Sign Officer shall be the Ferguson Township Zoning Administrator.

**SIGN SUPPORTING STRUCTURE**—Poles, posts, walls, frames, brackets, or other supports holding a sign in place.

**STOREFRONT**—The exterior facade of a building housing a commercial use that is visible from a street, sidewalk, or other pedestrian way accessible to the public and containing the primary entrance to the commercial establishment.

**STREAMERS**—A display made of lightweight, flexible materials consisting of long, narrow, wavy strips, hung individually or in a series, with or without a logo or advertising message printed or painted on them and typically designed to move in the wind.

**STREET POLE BANNER**—A banner suspended above a public sidewalk and attached to a single street pole. These signs shall not contain any commercial advertising.

**TEMPORARY SIGN**—A temporary sign or display that is intended or constructed for display and generally constructed of lightweight materials and installed in a manner so as to be easily removed.

**TOURIST-ORIENTED DIRECTIONAL SIGN (TOD), STATE RIGHT-OF-WAY**—A 24-inch-by-72-inch or 16-inch-by-48-inch directional sign on blue or brown background that indicates the name of and gives directional guidance to the participant's location. These signs are located for individual participants, following PennDOT's TODs signage policy and are not part of a larger sign system. TOD signs are permitted in the state right-of-way.

**TOURIST-ORIENTED DIRECTIONAL SIGN (TOD), TOWNSHIP RIGHT-OF-WAY**—A sign that may include text, a symbol and directional arrow, not to exceed a total of six square feet. These smaller TOD signs are permitted within the Township right-of-way.

**TRANSITION**—A visual effect used on an electronic message sign to change from one message to another.

**TRI-VISION BOARDS**—An outdoor unit with a slatted face that allows three different copy messages to revolve at intermittent intervals.

**VEHICULAR SIGN**—See "portable sign."

**VENDING MACHINE SIGN**—A sign displayed on a vending machine indicating the name of the product being sold and/or the price of such product.

**WALL SIGN**—A building-mounted sign which is either attached to, displayed on, or painted on an exterior wall in a manner parallel with the wall surface which projects not more than 12 inches from that wall or surface. A sign installed on a false or mansard roof is also considered a wall sign. (Also known as: "fascia sign," "parallel wall sign," or "band sign.")

**WARNING SIGN**—See "security sign."

**WINDOW SIGN**—A sign which is painted on, applied to, or affixed to a window or door, or located within three feet of the interior of the window or door, and is legible and intended to be read from the exterior of the building.

**YARD SIGN**—A lightweight, temporary, freestanding sign that is generally installed in the ground on a wooden post or a thin frame made of metal.

**ZONING HEARING BOARD**—The Zoning Hearing Board of Ferguson Township.

**ZONING ORDINANCE**—The Zoning Ordinance of Ferguson Township (Chapter 27).

#### §19-104. General Provisions.

1. Basis on Which Signs Are Regulated. The display of signs in Ferguson Township is hereby regulated on the basis of the following factors:
  - A. Type of sign;
  - B. Area of the sign;
  - C. Height of the sign;
  - D. Location of the sign;
  - E. Number of signs permitted on a property.

2. Sign Illumination.

All sign illumination will comply with Ferguson Township's Lighting Ordinance §4-111.

- A. Illumination. Signs may be illuminated, unless specified otherwise herein, consistent with the following standards:
  - 1) Light Sources. Light sources to illuminate signs shall neither be visible from any street right-of-way, nor cause glare hazardous or distracting to pedestrians, vehicle drivers, or abutting properties.
  - 2) Detectable Light. No more than 0.2 footcandle of light shall be detectable at the boundary of any abutting property.



- B. Message Duration. The length of time each message may be displayed on an attraction-board sign shall be no less than 10 seconds.
- C. Types of Illumination. Where permitted, illumination may be:
  - 1) External. Externally illuminated signs, where permitted, are subject to the following regulations:
    - a) The source of the light must be concealed by translucent covers.
    - b) External illumination shall be by a steady, stationary light source, shielded and directed solely at the sign. The light source must be static in color.
  - 2) Internal. Internally illuminated signs, where permitted, are subject to the following regulations:
    - a) Internal illumination, including neon lighting, must be static in intensity and color.
    - b) Attraction-board signs are permitted in accordance with the regulations contained in Table 1:

**Table 1  
PERMITTED TYPES OF ILLUMINATION BY USE.**

Use	Illumination Type				Brightness Limitation for Digital Displays and Message Centers	Motion Limitation	Site Limitation	
	Internal	Message Center Sign	External	Digital Display			Digital Display Signs as a Max % of Total Sign Area on Site	Message Center Signs as a Max % of Sign Area
Residential Agriculture and Rural	N	N <sup>2*</sup>	N <sup>1</sup>	N	N/A	N/A	N/A	N/A
Office and General Commercial	Y	Y	Y	Y	Daytime: 5,000 nits **Nighttime: 750 nits	10 Seconds	N/A	50%
Industrial/ IRD	Y	N*	Y	N	Daytime: 5,000 nits **Nighttime: 750 nits	10 Seconds	N/A	N/A
Off-premises <sup>1</sup>	N	N	Y	N	N/A	N/A	N/A	N/A
Temporary signs <sup>1</sup>	N	N	N	N	N/A	N/A	N/A	N/A
Portable signs <sup>1</sup>	N	N	N	N	N/A	N/A	N/A	N/A

1 Off-premises, temporary and portable signs are subject to the illumination regulations governing off-premises, temporary and portable signs, rather than the illumination standards governing the specific district where the sign is located.

2 Excludes signs located in parks or recreational facilities.

3 Excludes scoreboards located in parks or recreational facilities.

\* Place of assembly sign permitted.

\*\* United States Sign Council: 2016.

3. Attraction Boards. Subject to the following regulations, in addition to all other illumination requirements established in this section.
  - A. Sign Type. Attraction boards shall be attached to the freestanding sign.
  - B. Height. If the attraction board is separated from the main freestanding pole sign, the attraction board may not project higher than 15 feet as measured from grade level directly below the base of the sign or grade of the nearest adjacent roadway, whichever is higher. If the attraction board is separated from the main freestanding sign, it shall be serrated by a minimum of 12 inches from the main freestanding pole sign.
  - C. Area. Ten square feet per face.
  - D. Maximum Number. One sign per freestanding sign.
  - E. Message Display.
    - 1) No attraction-board sign may contain text which flashes, pulsates, moves, or scrolls. Each complete message must fit on one screen.
    - 2) The content of an attraction-board sign must transition by changing instantly (e.g., no fade-out or fade-in).
    - 3) Default Design. The sign shall contain a default design which shall freeze the sign message in one position if a malfunction should occur.
    - 4) No attraction-board sign shall contain red electronic lettering.
  - F. Daylight Hours. During daylight hours between sunrise and sunset, luminance shall be no greater than 5,000 nits.
  - G. Other Times. At all other times, luminance shall be no greater than 750 nits.
  - H. Light-Sensing Device. Each sign must have a light-sensing device that will automatically adjust the brightness of the display as the natural ambient light conditions change to comply with the limits set here within.
  - I. Public Service Announcements. The owner of every attraction-board sign shall coordinate with the local authorities to display, when appropriate, emergency information important to the traveling public, including, but not limited to, Amber alerts or alerts concerning terrorist attacks or natural disasters. Emergency information messages shall remain in the advertising rotation according to the protocols of the agency that issues the information.
  - J. The owner of any attraction board shall arrange for a certification showing compliance with the brightness standards set forth herein by an independent contractor and provide the certification documentation to Ferguson Township as a condition precedent to the issuance of a sign permit.
4. Electrical Standards.
  - A. The electrical, solar, or battery supply to all exterior signs, whether to the sign itself or to lighting fixtures positioned to illuminate the sign, shall be provided by means of concealed cables. Electrical, solar, or battery supply to freestanding signs shall be provided by means of underground cables.

#### **§19-105. Construction Specifications.**

All permanent signs permitted by this part shall be constructed in accordance with the provisions of this section. When applicable, a building permit shall be obtained for sign construction.

1. Compliance with Applicable Codes. In addition to complying with the provisions of this part, all signs shall be constructed in accordance with the provisions of the International Building Code (Chapter 5, Part 1) and Electrical Code-of the Township of Ferguson (Chapter 5, Part 2), latest adopted edition.

#### **§19-106. Prohibited Signs.**

The following signs are unlawful and prohibited:

1. Signs within the Township right-of-way, except for governmental signs/regulatory signs and official traffic signs.
2. Abandoned signs.
3. Bandit signs. Signs shall only be attached to utility poles in conformance with state and utility regulations and the requirements of this chapter.
4. Signs placed on or painted on a vehicle parked with the primary purpose of providing signage not otherwise allowed in this part.
5. Mechanical movement signs, including revolving signs.
6. Pennant strings and streamers, balloons and other gas-filled figures, except as a temporary sign.
7. Any signs that imitate, resemble, interfere with, or obstruct official traffic lights, signs, or signals.
8. A-frame, or sandwich board, and sidewalk, or curb signs, except as a temporary sign.
9. Signs which emit smoke, visible vapors, particulate matter, sound, odor, or contain open flames.
10. Interactive signs.
11. Signs incorporating beacon or festoon lighting.
12. Roof signs.
13. Signs erected without the permission of the property owner, with the exception of those authorized or required by local, state, or federal government.
14. Signs which are attached or otherwise affixed to trees or other living vegetation, except for security and warning signs.
15. Signs which are attached or otherwise affixed to a building and project more than 16 inches beyond the wall surface of such building to which the sign is attached or otherwise affixed.
16. Portable and Wheeled Signs, except as a temporary sign.

#### **§19-107. Exempt Signs.**

The following signs shall be allowed without a sign permit and shall not be included in the determination of the type, number, or area of permanent signs allowed within a zoning district, provided such signs comply with the regulations in this section, and shall not be permitted in the right-of-way, except where noted in the section below.

1. For each roadway frontage on a parcel of land that is actively marketed for sale, lease, or rent.
  - A. Residential Uses.
    - i. Unlighted sign that does not exceed three (3) feet in height and four (4) square feet per face.

- ii. Signs shall be located on the property that is actively marketed and shall be removed within ten (10) days upon completion of the sale, letting or hiring, lease or rental of the subject property.
  - B. Commercial Uses.
    - i. Unlighted sign that does not exceed thirty two (32) square feet per face.
    - ii. Signs shall be located on the lot and shall be removed within ten (10) days upon completion of the sale, letting or hiring, lease or rental of the subject property.
- 2. Up to two signs stating address, number, and/or name of occupants of the premises and do not include any commercial advertising or other identification.
  - A. Residential Uses. Signs not to exceed three square feet per face.
  - B. Commercial Uses. Signs not to exceed five square feet per face.
- 3. Non-illuminated "No Trespassing" or other signs serving as notice from an owner or tenant to persons not on the premises that entry to the premises is prohibited or restricted in accordance with Title 75, Pa.C.S.A., the Pennsylvania Vehicle Code and its regulations, as set forth in Title 18, Pa.C.S.A., the Pennsylvania Crimes Code and its regulations.
  - A. Residential Uses. Signs not to exceed two square feet per face.
  - B. Commercial Uses. Maximum of one large sign per property, not to exceed five square feet per face. All other posted security and warning signs may not exceed two square feet per face.
- 4. Flags.
  - A. Location. Flags and flagpoles shall not be located within any right-of-way.
  - B. Height. Flags shall have a maximum height of 30 feet.
  - C. Number. No more than two flags per lot on residential lots, no more than three flags per lot on all other lots.
  - D. Size. Maximum flag size is 24 square feet per face in residential districts, 35 square feet per face in all other districts.
  - E. Flags Containing Commercial Messages. Flags containing commercial messages may be used as permitted freestanding or projecting signs, within districts that have commercial uses.
  - F. Noncommercial Messages. Flags up to three square feet per face containing noncommercial messages.
  - G. Noncommercial Signs. Flags, emblems, and insignia of political, professional, religious, educational, or fraternal organizations, providing that such flags, emblems, and insignia are displayed for noncommercial purposes.
- 5. Any sign required to be erected by Township, state or federal law.
- 6. Any sign consisting of a solid plate of bronze or similar corrosion-resistant metal and does not exceed four square feet per face.
  - A. Attached. A sign that is permanently attached to a building.
  - B. Freestanding. Installed in the ground below a tree, not to exceed two feet in height and the placement is not endangering the safety of person or property.
- 7. Any sign carved into masonry that is integral to a structure.

8. Signs advertising the variety of crop growing in a field. Such signs shall be removed after the harvest season.
9. Incidental signs, including incidental window signs.
10. Parking lot directional and instructional signs.
  - A. Directional signs designating parking area entrances and exits limited to one sign for each entrance and/or exit and not exceeding four square feet per face for each exposed face. Parking lot directional signs shall not project higher than five feet in height, as measured from the established grade of the parking area to which such signs are accessory. These signs are limited to the name and logo of the business being directed to.
  - B. Instructional signs designating the conditions of use or identity of parking areas and not exceeding eight square feet per face for each exposed face nor exceeding an aggregate gross surface area of 16 square feet. Parking lot instruction signs shall not project higher than 10 feet for wall signs and seven feet for freestanding signs, as measured from the established grade of the parking area(s) to which such signs are accessory.
11. A mural or work of visual art that conforms with the following standards shall be exempt from regulation.
  - A. Mural of work of art that meets all of the following criteria:
    - i. Does not exceed 300 square feet,
    - ii. Contains less than three percent (3%) text,
    - iii. Be located on a commercial building at least fifty feet from an arterial street, and
    - iv. Remain intact for a minimum of two years.
12. Temporary signs in accordance with §19-108.
13. Signs which do not exceed 20 square feet per face or 40 square feet total, including century farm signs and farm preservation signs. Each farm may have a total of three signs: farm name, century farm sign, and preserved farm sign.
14. Signs placed on or affixed to the side of vehicles and/or trailers where the sign is incidental to the primary use of the vehicle or trailer. However, this is not in any way intended to permit signs placed on or affixed to vehicles and/or trailers which are parked on a public right-of-way where the apparent purpose is to advertise a product or direct people to a business or activity located on the same or nearby property, with the exception of self-propelled, licensed vehicles with no more than two axles where the vehicles are parked in the parking lot for the use which the vehicles serves. A sign affixed to the side of a vehicle may not exceed the limits of the side of the vehicle that it is affixed to. Signs affixed to or wrapped around public transportation vehicles are included.
15. Awning, canopy and marquee signs. Signs not exceeding an aggregate gross surface area of four square feet.
16. Signs erected for the limited time period of two weeks during a year in the AR Zoning District and on the grounds commonly used for the Agricultural Progress Days.
17. Signs erected on the internal and external perimeter of an organizational sponsored athletic field. Signs shall be one-sided.

*The following exempt signs are permitted within the Township right-of-way:*

18. Official traffic signs.
19. Government/regulatory, Public signs. Signs erected or required by government agencies or utilities, including traffic, utility, safety, railroad crossings, and identification or directional signs for public facilities.
20. Private drive signs. One sign per driveway entrance, not to exceed two square feet per face.
21. Tourist-orientated directional signs within Township right-of-way. TOD signs are not to exceed three signs per attraction/destination. A TOD sign may include text, symbol, and directional arrow; the total sign area of all three signs combined shall not exceed six square feet per face.
22. Tourist-orientated directional signs within state right-of-way. A 24-inch-by-72-inch or 16-inch-by-48-inch directional sign following PennDOT's TODs signage policy.
23. A sign advertising the sale of miscellaneous household goods, often held in the garage or yard of a residential dwelling. The sign may not be posted for more than 10 consecutive days.

**§19-108. Temporary Sign Standards.**

1. Temporary signs may be erected based upon the Temporary Signs Allowed by Use Type table. The types of temporary signs allowed for each use are identified in **Table 2: Temporary Signs Allowed by Use Type**. For each type of sign, the right-most column in Table 2 references the specific standards that apply to that type of sign.

**Table 2**  
**TEMPORARY SIGNS ALLOWED BY USE TYPE.**

TYPE OF SIGN PERMITTED	NUMBER OF SIGNS PER BUSINESS	STANDARDS
<b>ATTACHED COMMERCIAL USE SIGNS</b>		
Banner	One (1)	§ 19-108.3.A.
Wall	One (1)*	§ 19-108.3.B.
Window	20% of façade area comprised of windows	§ 19-108.3.C.
* If a property is greater than two acres in size and has at least 400 feet of street frontage or has more than 10,000 square feet of floor area, one additional wall sign may be permitted so long as there is a minimum spacing of 200 feet between the two wall signs.		
<b>FREESTANDING COMMERCIAL USE SIGNS</b>		
Inflatable and Balloon	N/A	§ 19-108.4.A.
Freestanding	One (1)**	§ 19-108.4.B.
Portable	Two (2)	§ 19-108.4.C.
** If a property is greater than two acres in size and has at least 400 feet of street frontage or has more than 10,000 square feet of floor area, one additional wall sign may be permitted so long as there is a minimum spacing of 200 feet between the two wall signs.		
TYPE OF SIGN PERMITTED	NUMBER OF SIGNS PER LOT	STANDARDS
<b>ATTACHED RESIDENTIAL USE SIGNS</b>		
Wall	One (1)***	§ 19-108.5.A.
*** One large temporary sign is permitted per residential use so long as the property is greater than two acres in size and has at least 400 feet of street frontage or has more than 10,000 square feet of floor area.		
<b>FREESTANDING RESIDENTIAL USE SIGNS</b>		
Portable	Three (3)	§ 19-108.6.A.

- A. Temporary signs are non-illuminated and constructed from materials that do not degrade over the life of the sign.
- B. Temporary signs must be safely and securely fastened, mounted, and/or affixed to the ground to prevent damage to the sign, surrounding structures, and people, especially considering potentially adverse weather conditions.
- C. The placement of temporary signs must not interfere with pedestrian traffic, curb ramps, or access to buildings, driveways, fire escapes, or otherwise restrict access to, any parking spaces necessary to fulfill the requirements of §22-501C. Off-Street Parking and Loading Regulations.
- D. Temporary Construction Signs. All temporary construction signs are permitted at issuance of a Zoning Permit. All temporary construction signs will be removed from the construction site, no more than 30 days after an Occupancy Permit has been issued.

2. Removal



- A. Ferguson Township and/or the property owner may confiscate signs installed in violation of this chapter. Neither Ferguson Township nor the property owner are responsible for notifying sign owners of confiscation of an illegal sign.
  - B. Permission. The party posting the temporary sign is solely responsible for obtaining the permission of the property owner before posting their temporary sign.
  - C. Installation and Maintenance.
    - i. Temporary signs that are frayed, torn, broken, or that are no longer legible will be deemed unmaintained and will be required to be removed by a Township official.
3. Standards for Temporary Attached Signs for Commercial Uses
- A. Banner Sign
    - i. One large temporary banner sign is permitted per business for all commercial uses. If a property is greater than two acres in size and has at least 400 feet of street frontage or has more than 10,000 square feet of floor area, one additional banner sign may be permitted so long as there is a minimum spacing of 200 feet between the two banner signs.
    - ii. The temporary banner sign shall have a maximum area of 32 square feet per face.
    - iii. The temporary banner sign shall hang at a height no greater than 20 feet.
    - iv. A temporary banner sign shall be displayed no more than four times a year per business, for a period of time not to exceed 30 days.
  - B. Banner Sign across a State Highway
    - i. No banner sign shall be attached to any utility pole.
    - ii. No banner sign shall be erected in such a manner as to create an unsafe condition for motor vehicles, bicycles or pedestrian traffic.
    - iii. A banner across a State Highway is authorized by Title 67, Chapter 212, Section 212.7 only after obtaining written consent from the Pennsylvania Department of Transportation. The Traffic Engineering Manual (Pub 46) provides banner requirements, process and guidance for the Pennsylvania Department of Transportation when considering requests to install banners across State Highways.
  - C. Wall Sign
    - i. One large temporary wall sign is permitted per business for all commercial uses. If a property is greater than two acres in size and has at least 400 feet of street frontage or has more than 10,000 square feet of floor area, one additional wall sign may be permitted so long as there is a minimum spacing of 200 feet between the two wall signs.
    - ii. The temporary wall sign shall have a maximum area of 16 square feet per face.
    - iii. A temporary wall sign shall be displayed no more than once a year per business, for a period of time not to exceed 30 days.
  - D. Window Sign
    - i. Each story of a building may have one window sign, not exceeding 20 percent of the total window area for the story the sign is being installed on.

- ii. A window sign shall not be illuminated by any source other than a source external to the sign.
- 4. Standards for Temporary Freestanding Signs for Commercial Uses
  - A. Inflatable and Balloon Signs.
    - i. Not project above the roof line or top of the building structure;
    - ii. Not to be designed to generate animation or movement;
    - iii. The placement must not interfere with pedestrian traffic, curb ramps, or access to buildings, driveways, or fire escapes; and
    - iv. Be displayed no more than four times a year per lot, for a period of time not to exceed seven days.
  - B. Freestanding Sign
    - i. One large temporary freestanding sign is permitted per business for all commercial uses. If a property is greater than two acres in size and has at least 400 feet of street frontage or has more than 10,000 square feet of floor area, one additional freestanding sign may be permitted so long as there is a minimum spacing of 200 feet between the two freestanding signs.
    - ii. The temporary freestanding sign shall have a maximum area of 16 square feet per face.
    - iii. Large temporary signs that are freestanding shall have a maximum height of eight feet.
  - C. Portable Sign
    - i. Two signs are permitted per establishment/business.
    - ii. Sign area shall not exceed 9 square feet per face.
    - iii. The placement of the sign must not interfere with pedestrian traffic, curb ramps, or access to buildings, driveways, or fire escapes.
    - iv. The sign shall not be affixed, chained, anchored, or otherwise secured to any pole, tree, tree grate, fire hydrant, railing, or other structure.
    - v. The sign shall be permitted to be displayed during business hours and removed at close of business daily.
- 5. Standards for Temporary Attached Signs for Residential Uses
  - A. Wall Sign
    - i. One large temporary wall sign is permitted per residential use so long as the property is greater than two acres in size and has at least 400 feet of street frontage or has more than 10,000 square feet of floor area.
    - ii. The temporary wall sign shall have a maximum area of 32 square feet per face.
- 6. Standards for Temporary Freestanding Signs for Residential Uses
  - A. Portable Sign
    - i. Up to three portable signs having a sign area not exceeding 3 square feet per face are permitted per residential lot.
    - ii. A portable sign shall not exceed six feet in height.

§19-109. Permanent Sign Types By Use Table.

Table 3  
PERMANENT SIGN TYPES BY USE.

TYPE OF SIGN PERMITTED	ATTACHED (A) / FREESTANDING (F)	STANDARDS
<b>RESIDENTIAL USE SIGNS</b>		
<b>RESIDENTIAL</b>		
Building Name & Address	A/F	§19-110.1.
Residential Development	F	§19-110.2.
Home Occupation	F	§19-110.3.
<b>COMMERCIAL USE SIGNS</b>		
<b>COMMERCIAL</b>		
Wall	A	§ 19-111.1.A.
Freestanding	F	§ 19-111.1.B.
Projecting	A	§ 19-111.1.C.
Awning, Canopy & Marquee	A	§ 19-111.1.D.
Attraction Board	A to F	§ 19-111.1.E.
Billboards & Off-Premises	F	§ 19-111.1.F.
Window	A	§ 19-111.1.G.
<b>SHOPPING CENTER SIGNS</b>		
Wall	A	§ 19-111.2.A.
Freestanding	F	§ 19-111.2.B.
Awning, Canopy & Marquee	A	§ 19-111.2.C.
Attraction Board	F	§ 19-111.2.D.
<b>AUTOMOBILE SERVICE STATION SIGNS</b>		
Wall	A	§ 19-111.3.A.
Freestanding	F	§ 19-111.3.B.
Awning, Canopy & Marquee	A	§ 19-111.3.C.
Service Bay Identification	A	§ 19-111.3.D.
Service Island Identification	A/F	§ 19-111.3.E.
Convenience Store	A	§ 19-111.1./ § 19-111.3.E.
Gas Island Canopy	A	§ 19-111.3.G.
<b>OFF-PREMISES DIRECTIONAL/DIRECTORY SIGNS</b>	A/F	§ 19-111.4.
<b>ADULT BUSINESS SIGNS</b>		
Wall	A	§ 19-111.7.A.
<b>AUTOMOBILE DEALERSHIP SIGNS</b>		
Wall	A	§ 19-111.8.A.
Freestanding	F	§ 19-111.8.B.
Awning, Canopy & Marquee	A	§ 19-111.8.C.
Service Bay Identification	A	§ 19-111.8.D.



OFFICE, INDUSTRIAL AND INSTITUTIONAL USE SIGNS		
OFFICE, INDUSTRIAL AND INSTITUTIONAL SIGNS		
Wall	A	§ 19-112.1.A.
Freestanding	F	§ 19-112.1.B.
Projecting	A	§ 19-112.1.C.
Awning, Canopy, & Marquee	A	§ 19-112.1.D.
Landscaped Ground	F	§ 19-112.1.E.
OFFICE & INDUSTRIAL PARK SIGNS	F	§ 19-112.2.
DIRECTORY SIGNS	A/F	§ 19-112.3.
OFF-PREMISES DIRECTIONAL/DIRECTORY SIGNS	A/F	§ 19-112.4.
INSTITUTIONAL ATTRACTION BOARDS	A/F	§ 19-112.5.
<i>For Commercial Uses: Please see §19-107.10. Parking lot directional and instructional signs.</i>		

**§19-110. Residential Uses.**

For all residential uses, only the following signs are hereby permitted and then only accessory and incidental to a permitted or special use: (It shall be noted that all residential address labeling should be referred to Chapter 11, Housing, of the Ferguson Township Code.)

1. Building Name and Address Signs. Name and address signs of buildings containing six or more residential units indicating only the name of the building, the name of the development in which it is located, the management thereof and/or address of the premises shall be subject to the following:
  - A. Type. Building name and address signs may be either wall signs or freestanding signs.
  - B. Number. There shall not be more than one name and address sign for each building, except that, where a building abuts two or more streets, additional such signs, one oriented to each abutting street, shall be permitted.
  - C. Area. Building name and address signs shall not exceed four square feet per face, nor exceed an aggregate gross surface of eight feet.
  - D. Location. Building name and address signs shall not be located closer than 1/2 the minimum setback required for the zoning district in which the sign is to be erected or within 15 feet of any point of vehicular access from zoning lot to a public roadway, whichever is greater. The location and arrangement of all building name and address signs shall be subject to the review and approval of the Sign Officer.
  - E. Height. Building name and address signs shall not project higher than 15 feet for wall signs and seven feet for freestanding signs as measured from base of sign or building to which the sign is to be affixed or grade of the nearest adjacent roadway, whichever is higher.
2. Residential Development Signs. Residential development signs indicating only the name of the development and/or the address or location of the development shall be subject to the following:
  - A. Type. The residential development signs shall be freestanding signs.

- B. Number. There shall not be more than two residential development signs for each point of vehicular access to a development.
  - C. Area. Residential development signs shall not exceed 20 square feet per face. The total aggregate surface area shall not exceed 40 square feet for each point of vehicular access to a development.
  - D. Location. Residential development signs may be located in any required yard, but shall not extend over any lot line or within 15 feet of any point of vehicular access from a zoning lot to a public roadway. The location and arrangement of all residential development signs shall be subject to the review and approval of the Sign Officer.
  - E. Height. Residential development signs shall not project higher than seven feet as measured from the base of the sign or grade of the nearest adjacent roadway, whichever is higher.
3. Home Occupation Sign. Signs which indicate the name and address of a home occupation shall be subject to the following:
- A. Type. The home occupation sign shall be a freestanding sign.
  - B. Number. There shall not be more than one home occupation sign per house.
  - C. Area. The home occupation sign shall not exceed 5 square feet per face or 10 square feet gross aggregate sign area.
  - D. Location. The home occupation sign may be located on the lot but shall not extend over any lot line or within 15 feet of any point of vehicular access from a zoning lot to a public roadway. The location of all home occupation signs shall be subject to the review and approval of the Sign Officer.
  - E. Height. Home occupation signs shall not project higher than five feet as measured from grade level directly below the face of the sign or grade of the nearest adjacent roadway, whichever is higher.
  - F. Exempt Signs. Exempt signs as specified in § 19-107.
  - G. Temporary Signs. Temporary signs as specified in § 19-108.

**§ 19-111. Commercial Uses.**

For all commercial uses, only the following signs are hereby permitted and then only if accessory and incidental to a permitted or special use:

- 1. Commercial Use Signs. Commercial use signs, other than those subject to special conditions in later subsections of this section, shall be subject to the following:
  - A. Wall Signs.
    - 1. Number. There shall not be more than one wall sign for each principal building, except that, where the building abuts two or more streets, additional such signs, one oriented to each abutting street, shall be permitted.
    - 2. Area. The gross surface area of a wall sign shall not exceed 10% of the area of the building wall, including doors and windows, to which the sign is to be affixed or 64 square feet per face, whichever is smaller. The gross surface area of a wall

sign may be increased by 20%, except that the gross surface of the sign shall not exceed 64 square feet per face if such wall sign:

- a) Consists only of individual, outlined alphabetic, numeric and/or characters without background, except that provided by the building surface to which the sign is to be affixed.
  - b) If illuminated, such illumination is achieved through shielded spot lighting, but not any lighting where the light source is visible or exposed on the face or sides of the characters.
3. Location. A wall sign may be located on the outermost wall on any principal building, but shall not project more than 16 inches from the wall to which the sign is to be affixed. The location and arrangement of all wall signs shall be subject to the review and approval of the Sign Officer.
4. Height. A wall sign shall not project higher than the parapet line of the wall to which the sign is to be affixed or 20 feet as measured from the base of the building wall which the sign is to be affixed, whichever is lower.
5. Special Conditions. Where a principal building is devoted to two or more permitted uses, the following chart shall determine the size of the sign permitted per business:

Number of Businesses in Buildings	Maximum Square Feet Per Face Permitted per Business
1	64
2	32
3	24
4 or more	20

In this case, where there are two or more permitted uses within a building, it shall be the responsibility of the building owner to apply for and sign for the sign permit.

**B. Freestanding Signs.**

- 1. Number. There shall not be more than one freestanding sign for each lot, with the exception of a commercial property where the entrances are along an arterial street and two or more principal buildings exist on the lot. For a lot with two or more buildings on the lot, no more than two freestanding signs shall be permitted.
- 2. Corridor Overlay. If a parcel is located within the corridor overlay, two freestanding signs are permitted if the parcel has two or more principal buildings and where entrances are along an arterial street.
- 3. Area. The gross surface area of a freestanding sign shall not exceed 32 square feet per face, nor exceed an aggregate gross surface area of 64 square feet.

4. Location. A freestanding sign may be located in any required yard, but shall not extend over any lot line or within 15 feet of any point of vehicular access from a zoning lot to a public roadway.
  5. Height. A freestanding sign shall not project higher than 25 feet, as measured from grade level directly below the face of the sign or grade of the nearest adjacent roadway, whichever is lower, except in the Corridor Overlay District when the height shall be controlled by the Corridor Overlay Ordinance.
- C. Projecting Signs.
1. Number. There shall not be more than one projecting sign per business.
  2. Projecting signs may project over public rights-of-way only where front yards of less than five feet in depth are provided, subject to the following regulations:
    - a) Such signs shall not extend more than half of the distance between the building and the curblineline or nearest edge of the street surface, whichever is least;
    - b) No portion of any such sign shall be less than eight feet above the grade directly below the sign;
    - c) May not exceed six square feet per face; and
    - d) May not be illuminated.
- D. Awning, Canopy and Marquee Signs.
1. Number. There shall not be more than one awning, canopy or marquee sign exceeding an aggregate gross surface area of four square feet for each principal building. Awning, canopy and marquee signs which are four square feet or less in aggregate gross surface area are exempt from the provisions of this part, as specified in § 19-107.
  2. Area. The gross surface area of an awning, canopy or marquee sign shall not exceed 24 square feet or not more than 50% of the gross surface area of the smallest face of the awning, canopy or marquee to which such sign is affixed.
  3. Height. Any awning, canopy or marquee sign shall not project higher than the top of the awning, canopy or marquee to which such sign is to be affixed.
- E. Attraction Boards.
1. Type. Attraction boards shall be attached to the main freestanding sign.
  2. Number. Each lot with a retail/wholesale commercial use (except automobile dealerships and automobile service stations) may erect a single attraction board identifying special, unique, limited activities, services, products or sale of limited duration occurring on the retail/wholesale commercial lot or where the attraction board is to be located.
  3. Area. The gross surface area of a retail/wholesale commercial lot attraction board shall not exceed 10 square feet per face, nor exceed 20 square feet in aggregate gross surface area.
  4. Location. A retail/wholesale commercial premises attraction board may be located in any required yard, but shall not extend over any lot line or within 15 feet of any point of vehicular access from any zoning lot to a public roadway.



5. Height. If the attraction board is separated from the main freestanding pole sign, the attraction board may not project higher than 15 feet as measured from grade level directly below the base of the sign or grade of the nearest adjacent roadway, whichever is higher. If the attraction board is separated from the main freestanding sign, it shall be separated by a minimum of 12 inches from the main freestanding pole sign.

**F. Billboards and Off-Premises Signs.**

1. Number. One billboard or off-premises sign may be erected, constructed or maintained on any premises in a General Commercial Zoning District, provided the proposed billboard or off-premises sign shall meet the following criteria and be required to adhere to the following regulations. Any special exception granted shall meet the following criteria and be required to adhere to the following regulations.
2. Area. An off-premises sign or billboard shall not exceed 300 square feet per face, and each such sign shall have only one exposed face.
3. Spacing. An off-premises sign or billboard shall not be closer than 1,000 feet to another off-premises sign or billboard along the same side of any street or highway.
4. Spacing at Intersections. An off-premises sign or billboard shall not be located within 150 feet of any street intersection.
5. Location. An off-premises sign or billboard shall only be permitted in the General Commercial Zoning District only on lots which do not have a freestanding sign. The sign shall be located in accordance with the yard setbacks for structures in the General Commercial Zoning District. If a billboard is erected, no freestanding sign will be permitted.
6. Height. An off-premises sign or billboard shall not project higher than 22 feet, as measured from grade level directly below the face of the sign or grade of the nearest adjacent roadway, whichever is lower.
7. Engineering Certification. Any applications for an off-premises sign or billboard shall be accompanied by certification under seal by a professional engineer that the existence of the off-premises sign or billboard, as proposed, shall not present a safety hazard

**G. Window Sign**

1. On any story of a building, the total sign area of window signs shall not exceed 20 percent of the façade area comprised of windows.
2. A window sign shall not be illuminated by any source other than a source external to the sign.

**2. Shopping Center Signs.**

**A. Wall Signs.**

1. Number. There shall not be more than one wall sign for each principal tenant or use contained in a shopping center, except that, where a tenant or use abuts two

or more streets, additional such signs, one oriented to each abutting street, shall be permitted.

2. Area. The gross surface area of a wall sign shall not exceed 10% of the tenant's or user's proportionate share of the building wall to which the sign is to be affixed or 50 square feet, whichever is smaller.
3. Location. A wall sign may be located on the outermost wall of any principal building, but shall not project more than 16 inches from the wall to which the sign is to be affixed.
4. Height. A wall sign shall not project higher than the parapet line of the wall to which the sign is to be affixed or 20 feet as measured from the base of the building wall to which the sign is to be affixed, whichever is lower.

**B. Freestanding Signs.**

1. Number. There shall not be more than one freestanding sign for each shopping center.
2. Area. The gross surface area of a freestanding sign shall not exceed a maximum of one square foot of gross aggregate surface area for each 1 1/2 linear feet of front footage of the lot, not to exceed 100 square feet per face, nor exceed 200 square feet of gross aggregate surface area.
3. Location. A freestanding sign may be located in any required yard, but shall not extend over any lot line or within 15 feet of any point of vehicular access from a zoning lot to a public roadway.
4. Height. A freestanding sign shall not project higher than 25 feet as measured from grade level directly below the base of the sign or grade of the nearest adjacent roadway, whichever is lower. If the lot is located in the Corridor Overlay District, the height shall be controlled by the Corridor Overlay Ordinance and the regulations of the underlying zone.
5. Directory Signs. Each shopping center freestanding sign may include affixed directly to it a directory indicating only the names of the tenants of the shopping center in which the sign is to be located. The gross surface area of a directory shall not exceed 10 square feet per face, nor exceed an aggregate gross surface area of 20 square feet for each tenant located in the shopping center in which the sign is to be located.

**C. Awning, Canopy and Marquee Signs.**

1. Number. There shall not be more than one awning, canopy or marquee sign exceeding an aggregate gross surface area of 24 square feet for each principal building. Awning, canopy and marquee signs which are four square feet or less in aggregate gross surface area are exempt from the provisions of this part as specified in § 19-107.
2. Area. The gross surface area of an awning, canopy or marquee sign shall not exceed 24 square feet, but be limited to not more than 50% of the gross surface area of the smallest face of the awning, canopy or marquee to which such sign is to be affixed.

3. Height. An awning, canopy or marquee sign shall not project higher than the top of the awning, canopy or marquee to which such sign is to be affixed.

**D. Attraction Board.**

1. Type. Shopping center attraction boards shall be freestanding signs.
2. Number. Each shopping center may erect a single attraction board identifying special, unique, limited activities, services, products or sale of a limited duration occurring within the shopping center in which the attraction board is to be located.
3. Area. The gross surface area of a shopping center attraction board shall not exceed 50 square feet per face, nor exceed an aggregate gross surface area of 100 square feet.
4. Location. A shopping center attraction board may be located in any required yard, but shall not extend over any lot line or within 15 feet of any point of vehicular access from any zoning lot to a public roadway.
5. Height. If the sign is separate from the main freestanding pole sign, a shopping center attraction board shall not project higher than 15 feet as measured from grade level directly below the face of the sign or grade of the nearest adjacent roadway, whichever is higher. If the attraction board is part of and mounted on the main freestanding pole sign, the attraction sign shall be separated by a minimum of 12 inches from the main shopping center sign. If the lot is located in the Corridor Overlay District, the height shall be controlled by the Corridor Overlay Ordinance and the regulations of the underlying zoning district.

3. Automobile Service Station Signs. Automobile service station signs shall be subject to the following:

**A. Wall Signs.**

1. Number. There shall not be more than one wall sign for each principal building, except that, where the building abuts two or more streets, additional such signs, one oriented to each abutting street, shall be permitted.
2. Area. The gross surface area of a wall sign shall not exceed 10% of the area of the building wall to which it is to be affixed or 64 square feet per face, whichever is smaller. The gross surface area of a wall sign may be increased by 20%, except that the gross surface area of the sign shall not exceed 64 square feet per face, if such wall sign:
  - a) Consists only of individual, outlined alphabetic, numeric and/or symbolic characters without background except that provided by the building surface to which the sign is to be affixed.
  - b) If illuminated, such illumination is achieved through shielded illumination, shielded silhouette lighting or shielded spot lighting, but not any lighting where the light source is visible or exposed on the face or sides of the characters.

- c) Location. A wall sign may be located on the outermost wall of any principal building, but shall not project more than 16 inches from the wall to which the sign is to be affixed.
- d) Height. A wall sign shall not project higher than a parapet line of the wall to which the sign is to be affixed or 20 feet as measured from the base of the building wall to which the sign is to be affixed, whichever is lower.

**B. Freestanding Signs.**

- 1. Number. There shall not be more than one freestanding sign for each lot.
- 2. Area. The gross surface area of a freestanding sign shall not exceed 32 square feet per face, nor exceed an aggregate gross surface area of 64 square feet.
- 3. Location. A freestanding sign may be located in any required yard but shall not extend over any lot line or within 15 feet of any point of vehicular access from a zoning lot to a public roadway.
- 4. Height. A freestanding sign shall not project higher than 25 feet, as measured from grade level directly below the face of the sign or grade of the nearest adjacent roadway, whichever is lower, except in the Corridor Overlay District when the height shall be controlled by the Corridor Overlay District and the regulations of the underlying zone.

**C. Awning, Canopy and Marquee Signs.**

- 1. Number. There shall not be more than one awning, canopy or marquee sign exceeding an aggregate gross surface area of four square feet for each principal building. Awning, canopy and marquee signs which are four square feet or less in aggregate gross surface area are exempt from the provisions of this part, as specified in § 19-107.
- 2. Area. The gross surface area of an awning, canopy or marquee sign shall not exceed 24 square feet, but be limited to not more than 50% of the gross surface area of the smallest face of the awning, canopy or marquee to which such sign is to be affixed.
- 3. Height. An awning, canopy or marquee sign shall not project higher than the top of the awning, canopy or marquee to which such sign is to be affixed or 20 feet as measured from the base of the building wall to which the awning, canopy or marquee is to be affixed, whichever is lower.

**D. Service Bay Identification Signs.** Service bay identification signs providing direction or instruction to:

- 1. Type. All service bay identification signs shall be wall signs.
- 2. Number. There shall not be more than one service bay identification sign for each service bay located on the premises.
- 3. Area. The area of a service bay identification sign shall not exceed 10 square feet per face.
- 4. Location. A service bay identification sign may be located on the outermost wall of any principal building adjacent to a service bay entrance, but shall not project more than 16 inches from the wall to which the sign is to be affixed.

5. Height. A service bay identification sign shall not project higher than a parapet line of a wall to which the sign is to be affixed, or 20 feet as measured from the base of the building wall to which the sign is to be affixed, whichever is lower.
- E. Service Island Identification Signs. Service island identification signs indicating the type of service offered, the price of gasoline and other relevant information or direction to persons using the facility, but containing no advertising material of any kind, shall be subject to the following:
1. Type. Service island identification signs may be either wall signs or freestanding signs.
  2. Number. There shall not be more than one service island or identification sign for each service or pump island on the premises.
  3. Location. Service island identification signs may be located on the outermost wall of any principal building, on the pumps or within the area of a service island.
  4. Area. The gross surface of a service island identification sign shall not exceed six (6) square feet per face, nor exceed an aggregate gross surface of 12 square feet.
  5. Height. A service island identification sign shall not project higher than 15 feet, as measured from grade level directly below the face of the sign or building to which the sign is to be affixed or grade of the nearest adjacent roadway, whichever is lower.
- F. Convenience Store Signs. Convenience store signs shall be subject to the following:
1. A convenience store will be regulated by § 19-111.1 except that each convenience store with one or more service islands shall be regulated by the provisions of § 19-111.3.E and such election shall be included as part of this sign permit for that store.
- G. Gas Island Canopy Sign:
1. Sign copy, corporate logos, graphics, etc., may be a maximum of 15% of one face of the canopy;
  2. Individual letters, logos or symbols may not exceed four feet in height and may not project out from the surface of canopy more than 18 inches, or project above or below the canopy. Digital gas prices are permitted.
4. Off-Premises Directional/Directory Signs. Off-premises directional/directory signs shall be subject to the following:
- A. Type. Off-premises directional/directory signs may be either wall or freestanding signs.
  - B. Number. There shall not be more than one sign per permitted area. When two or more businesses require an off-premises directional/directory sign, all information shall be combined into one sign.
  - C. Area. The gross surface area of an off-premises directional/directory sign shall not exceed five square feet per face nor exceed an aggregate gross surface area of 10 square feet.
  - D. Location. An off-premises directional/directory sign shall be located at the roadway leading to the occupant's premises but shall not extend over any lot line or within 15 feet of any point of vehicular access from any zoning lot to a public roadway.

- E. Height. If the off-premises directional/directory sign is a freestanding sign, then it shall not project higher than 10 feet as measured from grade level directly below the face of the sign or building to which the sign is to be affixed or the grade of the nearest adjacent roadway, whichever is higher. If the off-premises directional/directory sign is a wall sign, then it shall not project higher than the parapet line of the wall to which the sign is to be affixed, whichever is lower.
  - F. Special Conditions. Off-premises directional/directory signs are to be utilized only by businesses whose properties do not abut a public street.
5. Exempt Signs. Exempt signs as specified in § 19-107.
  6. Temporary Signs. Temporary signs as specified in § 19-108.
  7. Adult Business Signs.
    - A. Wall Signs.
      1. Number. There shall not be more than one wall sign for an adult business use.
      2. Area. The area of a wall sign shall not exceed 20 square feet per face.
      3. Location. A wall sign may be located on the outermost wall of any principal building, but shall not project more than 16 inches from the wall to which the sign is to be affixed.
      4. Height. A wall sign shall not project higher than the lower of the parapet line of the wall to which the sign is to be affixed or 20 feet as measured from the base of the building wall to which the sign is to be affixed.
    - B. Adult businesses are not permitted to have freestanding, canopy, marquee, awning or directional signs.
  8. Automobile Dealership Signs. Automobile dealership signs shall be subject to the following:
    - A. Wall Signs.
      1. Number. There shall be no more than one wall sign for each principal building, except that, where the building abuts two or more streets, additional such signs, one oriented to each abutting street, shall be permitted.
      2. Area. The gross surface area of a wall sign shall not exceed 10% of the area of the building wall, including doors and windows, to which the sign is to be affixed or 64 square feet per face, whichever is smaller.
      3. Location. A wall sign may be located on the outermost wall of any principal building, but shall not project more than 16 inches from the wall to which the sign is to be affixed. The location and arrangement of all wall signs shall be subject to the review and approval of the Sign Officer.
      4. Height. A wall sign shall not project higher than the parapet line of the wall to which the sign is affixed or 20 feet as measured from the base of the building wall to which the sign is to be affixed, whichever is lower, except in the Corridor Overlay District when the height shall be controlled by the Corridor Overlay Ordinance and the regulations of the underlying zoning district.
    - B. Freestanding Signs.
      1. Number.

- a) Primary Freestanding Signs. There shall not be more than one principal freestanding sign for each automobile dealership.
  - b) Secondary Freestanding Signs. Secondary freestanding signs shall be permitted only if used for preowned automobiles and/or if two or more automotive product lines (automobile makes) are offered for sale on the premises. No more than two secondary freestanding signs shall be permitted.
- 2. Area.
  - a) Primary Freestanding Signs. The gross surface area of primary freestanding signs shall not exceed 32 square feet per face, nor exceed an aggregate gross surface area of 64 square feet.
  - b) Secondary Freestanding Signs. The gross surface area of a secondary freestanding sign shall not exceed 24 square feet per face, nor exceed an aggregate gross surface area of 48 square feet.
- 3. Location. Primary and secondary freestanding signs may be located in any required yard, but shall not extend over any lot line or within 15 feet of any point of vehicular access from a zoning lot to a public roadway.
- 4. Height.
  - a) Primary Freestanding Signs. A primary freestanding sign shall not project higher than 25 feet as measured from grade level directly below the face of the sign or grade of the nearest adjacent roadway, whichever is lower, except in the Corridor Overlay District when the height shall be controlled by the Corridor Overlay District and the regulations of the underlying zoning district.
  - b) Secondary Freestanding Signs. A secondary freestanding sign shall not project higher than 15 feet as measured from grade level directly below the face of the sign or grade of the nearest adjacent roadway, whichever is lower, except in the Corridor Overlay District when the height shall be controlled by the Corridor Overlay District and the regulations of the underlying zoning district.
- C. Awning, Canopy and Marquee Signs.
  - 1. Number. There shall not be more than one awning, canopy or marquee sign exceeding an aggregate gross surface area of four feet for each principal building. Awning, canopy or marquee signs which are four square feet or less in aggregate gross surface area are exempt from the provisions of this part.
  - 2. Area. The gross surface area of an awning, canopy or marquee sign shall not exceed 24 square feet, but be limited to not more than 50% of the gross surface area of the smallest face of the awning, canopy or marquee to which such sign is to be affixed.
  - 3. Height. An awning, canopy or marquee sign shall not project higher than the top of the awning, canopy or marquee to which such sign is to be affixed.

- D. Service Bay Identification Signs. Service bay identification signs providing direction or instruction to persons using the facility and containing no advertising material of any kind shall be subject to the following:
1. Type. All service bay identification signs shall be wall signs.
  2. Number. There shall not be more than one service bay identification sign for each service bay located on the premises.
  3. Area. The area of a service bay identification sign shall not exceed 10 square feet per face.
  4. Location. A service bay identification sign may be located on the outermost wall of any principal building adjacent to a service bay entrance, but shall not project more than 16 inches from the wall to which the sign is to be affixed.
  5. Height. A service bay identification sign shall not project higher than the parapet line of the wall to which the sign is to be affixed or 20 feet as measured from the base of the building to which the sign is to be affixed, whichever is lower.

**§19-112. Office, Industrial and Institutional Use Signs.**

For all office, industrial and institutional uses, only the following signs are hereby permitted and then only if accessory and incidental to a permitted or special use:

1. Office, Industrial, and Institutional Use Signs. Office, industrial and institutional use signs shall be subject to the following:
  - A. Wall Signs.
    1. Number. There shall not be more than one wall sign for each principal building, except where the building abuts two or more streets, additional such signs, one oriented to each abutting street, shall be permitted.
    2. Area. The gross surface area of a wall sign shall not exceed 10% of the area of the building wall, including doors and windows, to which the sign is to be affixed or 64 square feet per face, whichever is smaller. The gross surface area of a wall sign may be increased by 20%, except that the gross surface area of the sign shall not exceed 64 square feet, if such wall sign:
      - a) Consists only of individual, outlined, alphabetic, numeric and/or symbolic characters without background, except provided by the building surface to which the sign is affixed.
      - b) If illuminated, such illumination is achieved through shielded illumination, shielded silhouette lighting or shielded spot lighting, but not any lighting where the light source is visible or exposed on the face or sides of the characters.
    3. Location. A wall sign may be located on the outermost wall of any principal building, but shall not project more than 16 inches from the wall to which the sign is to be affixed.



4. Height. A wall sign shall not project higher than the parapet line of the wall to which the sign is to be affixed or 20 feet as measured from the base of the building wall to which the sign is to be affixed, whichever is lower.
5. Special Conditions. Where a principal building is devoted to two or more permitted uses, the operator of each such use may install a wall sign upon his/her proportionate share of the building wall to which the sign is to be affixed. The maximum gross surface area of each such wall sign shall be not more than 24 square feet per face. The proportionate share is determined by calculating the area of the building wall, including doors and windows to which the sign is to be affixed, and applying such proportion to the total permitted wall sign aggregate gross surface area of the building.

**B. Freestanding Signs.**

1. Number. There shall not be more than one freestanding sign for each lot.
2. Area. The gross surface area of a freestanding sign shall not exceed 32 square feet per face, nor exceed an aggregate gross surface area of 64 square feet.
3. Location. A freestanding sign may be located in any required yard, but shall not extend over any lot line or within 15 feet of any point of vehicular access from any zoning lot to a public roadway.
4. Height. A freestanding sign shall not project higher than 25 feet, as measured from grade level directly below the face of the sign or grade of the nearest adjacent roadway, whichever is lower, except in the Corridor Overlay District when the height shall be controlled by the Corridor Overlay District and the regulations of the underlying zoning district.

**C. Projecting Signs.**

1. Number. There shall not be more than one projecting sign per business.
2. Projecting signs may project over public rights-of-way only where front yards of less than five feet in depth are provided, subject to the following regulations:
  - a) Such signs shall not extend more than half of the distance between the building and the curblin or nearest edge of the street surface, whichever is least;
  - b) No portion of any such sign shall be less than eight feet above the grade directly below the sign;
  - c) May not exceed six square feet per face; and
  - d) May not be illuminated.

**D. Awning, Canopy and Marquee Signs.**

1. Number. There shall not be more than one awning, canopy or marquee sign exceeding an aggregate gross surface area of four square feet for each principal building. Awning, canopy and marquee signs which are four square feet or less in aggregate gross surface area are exempt from the provisions of this part as specified in § 19-107.
2. Area. The gross surface area of an awning, canopy or marquee sign shall not exceed 24 square feet, but be limited to not more than 50% of the gross surface

area of the smallest face of the awning, canopy or marquee to which such sign is to be affixed.

3. Location. A sign may be affixed to or located upon any awning, canopy or marquee.
4. Height. An awning, canopy or marquee sign shall not project higher than the top of the awning, canopy or marquee to which such sign is to be affixed.

**E. Landscaped Ground Sign.**

1. Number. There shall not be more than one landscaped ground sign for each lot.
2. Area. The minimum nonbuildable front yard area required for placement of a landscaped ground sign is 1/4 acre (10,890 square feet). The area of a landscaped freestanding sign shall not exceed 1,500 square feet per face. The front yard area is defined as the area between the two side lot lines, the road right-of-way, and the building front or parking lot, whichever is closer, extending the full length of the front lot line.
3. Location. A landscaped ground sign shall be located in the required front yard, but shall not extend over any lot line or within 15 feet of any point of vehicular access from a zoning lot to a public roadway. In addition, the landscaped ground sign shall not block the sight distance of persons ingressing or egressing from the site. The landscaped sign shall be located on a slope of not greater than three to one.
4. Height. Any material which is part of a landscaped ground sign (i.e., the name, logo or primary identifying feature) shall not project higher than three feet, as measured from average grade below the landscaped materials which make up the sign.
5. Grading. Proposed grading and/or mounding shall not be sloped greater than three to one and shall not extend higher than three feet from adjacent finished grades.
6. Materials. The landscaped ground sign shall be constructed of plant material and related natural landscaping materials such as stone, mulch and landscape timbers. The landscaped ground sign shall be property maintained. Any plant material that is 25% dead or more shall be considered dead and must be replaced. Deciduous material shall be guaranteed to break dormancy if planted in the dormant season. Replacements shall be made during the first spring or fall planting season following the death of the plants. Replacements shall be of the same size and species as the original.

2. Office and Industrial Park Signs. Office and industrial park signs indicating only the name of the park and/or the address or location of the park shall be subject to the following:
  - A. Type. All office and industrial park signs shall be freestanding signs.
  - B. Number. There shall not be more than one office or industrial park sign for each point of vehicular access to an office or industrial park from an intersecting public roadway.

- C. Area. The area of an office or industrial park sign shall not exceed 32 square feet per face, nor exceed an aggregate gross surface area of 64 square feet. Directory signs may not be attached to the office or industrial park freestanding sign.
  - D. Location. An office or industrial park sign may be located in any required yard, but shall not extend over any lot line or within 15 feet of any point of vehicular access from any zoning lot to a public roadway.
  - E. Height. An office or industrial park sign shall not project higher than seven feet as measured from grade level directly below the face of the sign or grade of the nearest adjacent roadway, whichever is higher.
3. Directory Signs. Directory signs, which are in addition to the principal freestanding or wall signs, indicating only the name of the occupants of the premises on which the sign is to be located, but containing no advertising material of any kind, shall be subject to the following:
- A. Type. Directory signs may be either wall signs or part of the primary freestanding sign for the lot.
  - B. Number. There shall not be more than one directory sign for each office, industrial and institutional building or complex under unified control consisting of two or more occupants. Directory signs shall not be permitted for single occupant office, industrial and institutional buildings and complexes.
  - C. Area. The area of a directory sign shall not exceed five square feet per face for each occupant located in the building or complex.
  - D. Location. A directory sign may be located in any required yard, but shall not extend over any lot line or within 15 feet of any point of vehicular access from any zoning lot to a public roadway.
  - E. Height. A directory sign shall not project higher than 10 feet as measured from grade level directly below the face of the sign or building to which the sign is to be affixed or the grade of the nearest adjacent roadway, whichever is higher.
4. Off-Premises Directional/Directory Signs. Off-premises directional/directory signs shall be subject to the following:
- A. Type. Off-premises directional/directory signs may be either wall signs or freestanding signs.
  - B. Number. There shall not be more than one sign per business which does not have access to a public street. When two or more businesses require an off-premises directional/directory sign, all information shall be combined into one sign.
  - C. Area. The gross surface area of an off-premises directional/directory sign shall not exceed five square feet per face per business nor exceed an aggregate gross surface area for all businesses of 32 square feet per face or an aggregate gross surface area of 64 square feet.
  - D. Location. An off-premises directional/directory sign shall be located at the roadway leading to the occupant's premises but shall not extend over any lot line or within 15 feet of any point of vehicular access from any zoning lot to a public roadway. The sign may be located within the private access right-of-way provided that all parties within interest in the private right-of-way waive their private interest in the encroachment of the sign.

Further, if the private right-of-way ever becomes public, the off-premises directional sign shall be removed prior to the Township accepting the street.

- E. Height. If the off-premises directional/directory sign is a freestanding sign, then it shall not project higher than 10 feet as measured from grade level directly below the face of the sign to the grade of the nearest adjacent roadway, whichever is higher. If the off-premises directional/directory sign is a wall sign, then it shall not project higher than the parapet line of the wall to which the sign is to be affixed, whichever is lower.
  - F. Special Conditions. Off-premises directional/directory signs are to be utilized only by a business whose property does not abut a public street.
5. Institutional Attraction Boards. Attraction boards displayed by civic, philanthropic, educational and religious organizations identifying activities, events and services involving the organization occupying the premises on which the attraction board is to be erected, but containing no commercial advertising material of any kind, shall be subject to the following:
- A. Type. Institutional attraction boards may be either wall signs or freestanding signs. If it is a freestanding sign, it must be attached to the primary freestanding sign.
  - B. Number. There shall not be more than one institutional attraction board for each principal building.
  - C. Area. The gross surface area of an institutional attraction board shall not exceed 15 square feet per face, nor exceed an aggregate gross surface area of 30 square feet.
  - D. Location. An institutional attraction board may be located in any required yard, but shall not extend over any lot line or within 15 feet of any point of vehicular access from any zoning lot to a public roadway.
  - E. Height. An institutional attraction board shall not project higher than 15 feet as measured from grade level directly below the face of the sign or building to which the sign is to be affixed or the grade of the nearest adjacent roadway, whichever is higher.
  - F. Exempt Signs. Exempt signs as specified in § 19-107.
  - G. Temporary Signs. Temporary signs as specified in § 19-108.
6. Exempt Signs. Exempt signs as specified in § 19-107.
7. Temporary Signs. Temporary signs as specified in § 19-108

#### **§19-113. Permits.**

- 1. Unless exempted in accordance with this section, any installation, erection, construction, alteration, or maintenance of a sign within Ferguson Township without first obtaining a sign permit from the Sign Officer and paying the required fee:
  - A. Exempt signs as specified in § 19-107.
  - B. Routine maintenance or changing of the parts or copy of a sign, provided that the maintenance or change of parts or copy does not alter the surface area, height, or otherwise render the sign nonconforming.
- 2. Permit Application. Applications for sign permits shall be submitted to the Sign Officer and shall contain or have attached thereto the following information:

- A. The names, addresses and telephone numbers of the applicant, the owner of the property on which the sign is to be erected or affixed, the owner of the sign, and the person to be erecting or affixing the sign.
  - B. The location of the building, structure, or zoning lot on which the sign is to be erected or affixed.
  - C. A sketch plan of the property involved, showing accurate placement thereon of the proposed sign.
  - D. Two drawings of the plans and specifications of the sign to be erected or affixed and the method of construction and attachment to the building or in the ground. Such plans and specifications shall include details of dimensions, color, materials, and weight.
  - E. The written consent of the owner of the building, structure, or property on which the sign is to be erected or affixed.
  - F. Such other information as the Sign Officer may require to determine full compliance with this and other applicable ordinances of the Township of Ferguson.
3. Issuance of Permits. Upon filing of an application for a sign permit, the Sign Officer shall examine the plans, specifications, and other submitted data, and the premises upon which the sign is proposed to be erected or affixed. If it appears that the proposed sign is in compliance with all the requirements of this part and in conformance with the Zoning Ordinance (Chapter 27) and other applicable ordinances of the Township of Ferguson and if the appropriate permit fee has been paid, the Sign Officer shall issue a permit for the proposed sign.
- A. Except when a land development plan is required, in which case a land development plan shall be submitted in accordance with Chapter 22, all applications for zoning permits shall be granted or denied by the Sign Officer within 30 days from the date of receipt of the application and fees for such. The Sign Officer shall notify the applicant in writing of all action taken on the application for a zoning permit within said thirty-day period. If the application is denied, such notification shall specify the provisions of this part.
  - B. If the work authorized under a sign permit has not been completed within 24 months after the date of issuance, the permit shall become null and void, unless otherwise extended by the Sign Officer for a single additional ninety-day period.
4. Permit Fees. Each sign required by this part requiring a sign permit shall pay a fee established by resolution by the Board of Supervisors of Ferguson Township.
5. Annual License Fee. An annual license fee for all signs, except exempt signs and residential development signs, shall be paid in accordance with a resolution setting forth the Township fee schedule. The Township fee schedule shall be adopted by resolution of the Ferguson Township Board of Supervisors.
6. Penalty Fee. If an annual sign permit renewal fee is paid later than 60 days of the date of the invoice requesting such payment, a penalty fee equal to 50% of the cost of the permit renewal fee shall be assessed.
7. Revocation of Permit. All rights and privileges acquired under the provisions of this part are mere licenses and, as such, are at any time revocable for just cause by the Ferguson Township Board of Supervisors. All permits issued pursuant to this section are hereby subject to this provision.

**§19-114. Review of Existing Permanent Signs.**

1. Annual Inspection. The Sign Officer, or his/her authorized representative, shall conduct, at a minimum, an annual inspection of all permanent signs being displayed in the Township of Ferguson on and after the effective date of this part (which signs are hereinafter called "existing permanent signs" for the purpose of identifying those existing permanent signs which are not in compliance with this part).
2. Requests for Inspection. Any person may file a written request with the Sign Officer requesting an inspection of one or more existing permanent signs as identified in the request. In each such instance, the Sign Officer shall promptly inspect such sign(s) to determine compliance with the provisions of this part. However, no existing permanent sign need be inspected more than two times annually. The Sign Officer shall make a written report indicating the findings of the inspection to both the owner of the inspected sign and to the person filing the request for inspection.
3. Complaints. Complaints filed with the Planning and Zoning Department will be acted on by the Sign Officer.
4. Notices of Violation. The Sign Officer shall notify, in writing, each owner of an existing permanent sign found to be in violation of any provision of this part pursuant to the inspections made under Subsections 1, 2 and 3. The notice shall specifically refer to each section of this part under which a violation has been found to exist and thereupon describe the features of the inspected sign found to be deficient. The notice shall specify whether the sign is a legal nonconforming sign or a nonconforming sign, as described in § 19-115 of this part.
5. Appeals. The owner of an existing permanent sign which has been the subject of the notice of violation as specified in Subsection 3 may appeal the notice by filing an appeal pursuant to § 19-117 of this part no later than 30 days after receipt of such notice of violation.

**§ 19-115. Nonconforming Signs.**

1. Nonconforming Signs. Any sign lawfully existing or under construction on the effective date of this part, which does not conform to one or more of the provisions of this part, may be continued in operation and maintained indefinitely as a legal nonconforming sign subject to compliance with the requirements of Subsection 2 of this section.
2. Maintenance and Repair of Nonconforming Signs. Normal maintenance of nonconforming signs, including, copying, necessary repairs, and incidental alterations which do not extend or intensify the nonconforming features of the sign, shall be permitted.
  - A. No enlargement or extension shall be made to legal nonconforming signs unless the enlargement or extension will result in the elimination of the nonconforming features of the sign.
  - B. Any changes to pre-existing nonconforming signs or sign structures may not be rebuilt to its original condition and must comply with the provisions of this title. Changes include change of location, orientation, size, height, use, removal, or destroyed by any means.

**§19-116. Removal of Certain Signs.**

1. Signs in Violation. If the Sign Officer shall find that any sign, displayed in violation of the Ordinance, he/she shall give written notice to the owner, agent, or person having the beneficial interest in the building or the premises on which such sign is located.
2. Abandoned Signs. Any sign, whether existing on or erected after the effective date of this part, which advertises a business no longer being conducted or a product no longer being offered for sale in or from the premises on which the sign is located, shall be removed within 90 days upon the cessation of such business or sale of such product by the owner, agent or person having beneficial interest in the building or premises on which such sign is located. If the Sign Officer shall find that any such sign advertising a business no longer being conducted or a product no longer being offered for sale in or from the premises on which the sign is located has not been removed from the premises on which the sign is located within 90 days upon the cessation of such business or sale of such product, he/she shall give written notice to the owner, agent or person having the beneficial interest in the building or premises on which such sign is located.
3. Unsafe Signs. Ferguson Township may remove or cause to be removed the sign at the expense of the owner and/or lessee in the event of the owner or the person or firm maintaining the sign has not complied with the terms of the notice within 30 days of the date of the notice. In the event of immediate danger, the Township may remove the sign immediately upon the issuance of notice to the owner, person, or firm maintaining the sign.

**§19-117. Administration and Enforcement.**

1. Enforcement Officer. The Sign Officer is hereby designated as the enforcement officer for this part. In furtherance of his/her authority as such enforcement officer, the Sign Officer shall have the following duties and powers:
  - A. Review and Issue Permits. Review all applications for sign permits and issue permits for those signs found to be in compliance with the provisions of this part.
  - B. Conduct Inspections. Conduct an annual or more frequent inspection of all permanent signs displayed in the Township of Ferguson to ensure compliance with the provisions of this part.
  - C. Issue Notices of Violations. Issue notices of violation to the owner, agent or person having the beneficial interest in the building or the premises on which a sign is located which is found to be in violation of this part.
  - D. Cause Removal of Certain Signs. After due notice, cause the removal of certain signs which are found to be in noncompliance with one or more of the provisions of this part.
  - E. Administrative Interpretations. Render, when called to do so, administrative interpretations regarding the provisions of this part and their effect on the display of any sign located or to be located in the Township of Ferguson.
  - F. Maintenance of Records. Maintain all records necessary to the appropriate administration and enforcement of this part, including applications for variances and appeals.
  - G. Public Information. Provide and maintain a source of public information relative to all matters arising out of this part.
2. Zoning Hearing Board of Ferguson Township.

- A. Jurisdiction. The Zoning Hearing Board is hereby vested with the following jurisdiction and authority:
    - 1. Appeals. Hear all appeals from any order, requirement, decision, determination, or interpretation of the Sign Officer acting with the authority vested from this part and make written decisions for the disposition of such appeals.
    - 2. Variances. Hear all requests for variances from the provisions of this part and make written decisions for the granting or denial of such requests.
  - B. Appeals. An appeal may be taken to the Zoning Hearing Board by any person aggrieved by an order, requirement, decision, determination or interpretation by the Sign Officer acting within the authority of this part.
3. Petition for Appeal.
- A. Standing. An appeal shall be filed within 30 days after the alleged erroneous order, requirement, decision, determination, or interpretation.
  - B. Filing. An appeal shall be filed on the official Township sign variance appeal application form which includes the following:
    - 1. The name(s), address(es), and telephone number(s) of the petitioner(s), the owner(s) of the property on which the sign is to be erected or affixed, the owner(s) of the sign, and the person affixing the sign.
    - 2. A description of the appeal.
    - 3. Justification of the appeal.
    - 4. The location of the building, structure, or zoning lot on which the sign is to be erected or affixed.
    - 5. A site plan on the property involved, showing accurate placement thereon of the proposed sign.
    - 6. A drawing of the plans and specifications of the sign to be erected or affixed and method of construction and attachment of the building or in the ground. Such plans and specifications shall include details of dimensions, materials, color, and weight.
    - 7. The written consent of the owner of the building, structure, or property on which the sign is to be erected or affixed.
    - 8. Such other information as the Sign Officer may require to determine full compliance with this and other applicable ordinances of the Township of Ferguson.
  - C. Fees. Each appeal to the Zoning Hearing Board shall be accompanied by a fee as set by resolution of the Ferguson Township Board of Supervisors.
4. Transmittal of Record. The Sign Officer shall, at the time of filing an appeal, forthwith transmit to the Zoning Hearing Board all of the documents constituting a record upon which the action appealed was taken.
5. Effect of Appeal. An appeal shall stay all proceedings in furtherance of the action appealed from, unless the Sign Officer certifies to the Zoning Hearing Board, after the appeal has been filed with the Sign Officer, that by reason of the facts stated in the application, a stay would in his/her opinion cause imminent peril to life or property. In such case, the proceeding shall not be stayed



unless a restraining order is issued by a court of record, and then only if due cause can be conclusively shown.

6. Zoning Hearing Board.
  - A. Timing. The Zoning Hearing Board shall hold a public hearing on an appeal within 60 days of its completed written form and hearing fee.
  - B. Attendance. The petitioner and Sign Officer and/or their authorized representative shall attend those meetings of the Zoning Hearing Board at which an appeal is to be heard.
7. Zoning Hearing Board Decision. Within 45 days after the close of the required public hearing of an appeal, the Zoning Hearing Board shall prepare and submit written findings of fact and conclusions of law to grant, deny, wholly or in part, or modify said appeal to the Board of Supervisors for final determination.
8. Effect of Zoning Hearing Board Denial. No appeal which has been denied, wholly or in part, by the Zoning Hearing Board, in accordance with the provisions established herein, may be resubmitted for a period of one year from date of said denial, except on grounds of new evidence or proof of changed conditions found to be valid by the Zoning Hearing Board.
9. Maintenance of Records. The Sign Officer shall maintain complete records of all findings of fact and conclusions of law of the Zoning Hearing Board relative to an appeal. All such records shall be open to the public for inspection.
10. Variances. It is the intent of this part to use variances only to relieve hardship. Specifically, variances are to be used to overcome some exceptional condition which poses practical difficulty or particular hardship in such a way as to prevent an owner from displaying his/her sign as intended by this part. Such practical difficulty must be clearly exhibited and must be a result of an external influence; it may not be self-imposed.
  - A. Petition for Variance.
    1. Standing. A petition for a variance from any provisions of this part may be made by any person having a proprietary interest in the sign for which such variance is requested.
    2. Filing. A variance request shall be filed in writing with the Sign Officer and shall include the following information:
      - a) The name(s), address(es), and telephone number(s) of the petitioner(s), the owner(s) of the property on which the sign is to be erected or affixed, the owner(s) of the sign, and the person affixing the sign.
      - b) A description of the requested variance.
      - c) Justification of the requested variance.
      - d) The location of the building, structure, or zoning lot on which the sign is to be erected or affixed.
      - e) A site plan of the property involved, showing accurate placement thereon of the proposed sign.
      - f) A drawing of the plans and specifications of the sign to be erected or affixed and method of construction and attachment of the building or in the ground. Such plans and specifications shall include details of dimensions, materials, color, and weight.

- g) The written consent of the owner of the building, structure, or property on which the sign is to be erected or affixed.
  - h) Such other information as the Sign Officer may require to determine full compliance with this and other applicable ordinances of the Township of Ferguson.
- B. Fees. Each variance request to the Zoning Hearing Board shall be accompanied by a fee as set forth by the Board of Supervisors, which fee is to be paid at the time of filing of the variance request.
  - C. Zoning Hearing Board.
    - 1. Timing. The Zoning Hearing Board shall hold a public hearing on a variance request within 60 days of its completed written filing.
    - 2. Attendance. The petitioner and Sign Officer and/or their authorized representative shall attend those meetings of the Zoning Hearing Board at which a variance is to be heard.
  - D. Standards for Variances. The Zoning Hearing Board may determine that a variance be granted when it shall be determined from evidence presented to the Zoning Hearing Board that the variance will not merely serve as a convenience to the petitioner, but is necessary to alleviate some demonstrable hardship or unusual practical difficulty and that the granting of the variance will not in any way be inconsistent with the intent, purpose, and objectives of this part.
  - E. The Zoning Hearing Board's Decision. Within 30 days after the close of the required public hearing of a requested variance from one or more of the provisions of this part, the Zoning Hearing Board shall prepare and submit written findings of fact and conclusions of law to grant, deny, wholly or in part, or modify said variance request.

**§19-118. Violations and Penalties.**

- 1. Failure to Obtain or Renew Sign Permit. Any person who erects, alters, or relocates within the Township of Ferguson any sign without first obtaining a sign permit or fails to renew such permit for an existing sign as specified in § 19-113 of this part shall be, upon conviction thereof in a proceeding commenced before a district justice pursuant to the Pennsylvania Rules of Criminal Procedures, sentenced to a fine of not less than \$100 nor more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 90 days. Each day's continuance of a violation shall constitute a separate offense.
- 2. Display of Illegal Signs. Any person who displays a sign in the Township of Ferguson found to be in violation of one more of the provisions of this part, except for those legal nonconforming signs as specified in § 19-115, after receipt of written notice of such violation(s), shall, upon conviction thereof in a proceeding commenced before a district justice pursuant to the Pennsylvania Rules of Criminal Procedures, be sentenced to a fine of not less than \$100 nor more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 90 days. Each day's continuance of a violation shall constitute a separate offense.
- 3. Other Remedies. In addition to all other remedies, the Township of Ferguson may institute any appropriate action or proceeding to prevent, restrain, correct, or abate any violation of this part.

**§ 19-119 Severability.**

If any word, sentence, section, chapter or any other provision or portion of this part or rules adopted hereunder is invalidated by any court in competent jurisdiction, the remaining words, sentences, sections, chapters, provisions, or portions will not be affected and will continue in full force and effect.



Department of  
**PLANNING AND ZONING**

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Interoffice Memorandum

**TO:** Board of Supervisors

**FROM:** Jenna Wargo, AICP, Director of Planning & Zoning

**DATE:** July 15, 2020

**SUBJECT:** Chapter 19, Signs and Billboards

Planning Commission reviewed the draft Chapter 19, Signs and Billboards amendment at their May 11, 2020 and July 13, 2020 regular meetings and recommended approval to the Board of Supervisors pending outstanding comments made during the May 11, 2020 and July 13<sup>th</sup> meeting. Those comments are summarized below, and the draft has been updated to reflect those comments.

- Coordinate with CBICC—Happy Valley Agventures to ensure that signage proposed would comply with this Chapter;
- Research for a mechanism to allow for banners to be hung across Pennsylvania State Routes;
- Update time limit for §19-107.8. to 'harvest' season.
- §19-107.17. Exempt Signs. Update 'Youth Athletic Field' to 'Athletic Field', applies to internal and external signs and removed size specifications for scoreboard signs;
- §19-107.23. Exempt Signs. Remove size requirements for yard/garage sale signs and add time limit for display;
- Provided clarification for Parking lot directional and instructional signs for commercial businesses;
- Added projecting signs to commercial businesses and offices for properties where front yards of less than five feet in depth are provided; and
- Planning Commission would like to explore the ability to exempt or relax regulations for non-profit organizations.

Given the implications of *Reed vs. Town of Gilbert*, staff took a comprehensive look at the overall ordinance to assure compliance with that Supreme Court Case. One of the major driving forces of sign regulations should be the purpose statement that sets clear direction for how and why the Township regulates signs.

In addition, administration is often burdensome, and staff will be combating this with a multipronged approach that focuses on ease of enforcement (driven by staff capacity) and public outreach. Planning and Zoning staff will be proactively reaching out to businesses and residents with educational brochures to ensure a clear understanding of expectations and requirements that will reduce the need for enforcement.

**STAFF RECOMMENDATION:** Staff recommends that the Board of Supervisors authorize advertisement of a Public Hearing for Chapter 19, Signs and Billboards amendment.

**FERGUSON TOWNSHIP**  
**§27-720 DOMESTIC CHICKENS AND DUCKS**

**Purpose.**

The purpose of this section is to establish regulations for the keeping of chickens and ducks on residentially zoned properties of Ferguson Township. This section establishes standards and enforcement authority that ensure that domesticated chickens/or ducks do not adversely impact the neighborhood surrounding the property on which the chickens and/or ducks are kept

**Definitions.**

The following words, terms and phrases, when used in this Section, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

**Chicken**—Common domestic fowl (*Gallus domesticus*) or its young.

**Chicken Coop**—Any fully enclosed and covered henhouse providing a predator-resistant shelter that is thoroughly ventilated, provides adequate sun and shade and all-season protection from the elements, designed to be easily accessed and cleaned where poultry and/or chickens live.

**Chicken run**—A covered, secure enclosure that allows chicken hens access to the outdoors.

**Chicken tractor**—A movable fully enclosed structure commonly used for pastured chicken hens that graze on fresh grass daily. The chicken tractor is moved every day or week as needed for the chicken hens to have fresh grass underneath them. Chicken tractors can be used as permanent or temporary housing for chicken hens and are considered a type of chicken coop.

**Duck**—Any breed of domestic duck of the Anatidae family, excluding swans and geese.

**Hen**—A female adult chicken.

**Rooster**—A male adult chicken.

**Chicken runway**—means a fully enclosed, fenced area connected to the coop.

**Water source**—A clean supply of water in a pond, wading pool, tub or other container that is large enough for a duck to fit its entire body in and deep enough to submerge its head.

**Standards.**

The keeping and raising of chickens and ducks shall be allowed on single family properties zoned, Rural Residential (RR), Single Family Residential (R1), Suburban Single Family Residential (R1B), Two Family Residential (R2), Planned Residential Development (PRD), Traditional Town Development (TTD), and Village (V). This Ordinance does not supersede restrictions or prohibitions within Home Owner Association (HOA) covenants.

1. Normal "agriculture" and/or "farming" practices found in the AR, RA or RR Zoning Districts shall be exempt from this section.
2. Chicken hens are permitted.
3. Roosters are prohibited.
4. Only non-flying duck species, such as Pekins and Khaki Campbells, are permitted.
5. Male and female ducks are permitted.

6. Chickens and ducks may be kept on the same lot, not to exceed a total maximum number of six (6) per lot, regardless of the number of dwelling units on the lot.
7. Chickens and ducks shall be confined at all times within a coop, pen or chicken run with access to an outside area.
8. The chicken and duck enclosures must be clean, dry, and odor free, and kept in a neat and sanitary condition such that the facility, chickens or ducks do not produce noise or odor that creates a nuisance for adjacent properties. The enclosures must provide adequate sun and shade, and be impermeable to rodents, wild birds, and predators, including dogs and cats. The enclosure must be covered with wire, aviary netting, or solid roofing.
9. All animal byproducts and waste must be collected and removed on a regular basis, allowing the storage of one sealed 20-gallon container. Chicken or duck manure and/or used bedding may be composted on the property, however it is unlawful to spread or deposit waste upon any ground or premise within the Township any chicken or duck manure and or used bedding. All animal and byproducts that enter the Township's storm sewer is considered an illicit discharge by the Township's Stormwater Ordinance and the Township's Municipal Separate Storm Sewer Systems (MS4) Permit.
10. Chickens and ducks shall be kept for personal use only. No sales of eggs, chickens, chicks, slaughtered chicks or chickens, or fertilizer are allowed.
11. Ducks must be provided with a clean water source large enough for the duck to fit its entire body and deep enough to submerge its head.
  - a. Chickens and ducks shall be within a coop or pen during non-daylight hours. The structure shall be enclosed on all sides and shall have a roof and doors. Access doors must be able to be shut and locked at night. Opening windows and vents must be covered with predator and bird proof wire of less than one-inch openings. The coop and or pen must be watertight and well maintained.
  - b. Henhouses, coops, chicken tractors, pens, fenced areas or chicken runs shall not be calculated toward the allowed amount of accessory structures as may be defined by this ordinance.
  - c. Henhouses, chicken and duck coops, chicken, tractors, fenced areas or runs shall be not allowed within 10 feet of both side and rear property lines and are not allowed in front yards.
  - d. Only one installation which can consist of a chicken or duck coop, fenced area and or run as a unit shall be allowed on each property. A chicken tractor may be temporarily relocated from the permanently installed unit. Provision must be made for the removal of chicken and duck waste.
  - e. The minimum chicken and duck coop size is three square feet per chicken or duck. The maximum structure shall be 144 sq. ft.
12. Chickens and ducks must be provided with access to feed and clean water at all times; such feed and water shall be unavailable to rodents and wild birds. All feed, and water and other items associated with domestic fowl shall be protected from infestation by rodents, wild birds and predators. Failure to keep water, feed and other items associated with domestic fowl in a clean and sanitary condition will constitute a violation of this section.
13. In addition, the henhouse or duck house, chicken coop, chicken tractor, fenced area or run and surrounding area must be kept free from trash and accumulated droppings. Uneaten feed shall be removed in a timely manner.
14. It shall be unlawful for the owner or owners of any domestic fowl to let the same run at large upon any of the common thoroughfares, sidewalks, passageways, play areas, parks, streets alleys

or public highways, or any place where people congregate or walk, or upon any public or private property. Any domestic fowl not contained in a coop or pen shall be considered to be "at large".

15. Slaughtering or butchering of domestic fowl for personal consumption shall be permitted, provided that it is done wholly on the property where the domestic fowl are kept. Slaughtering or butchering shall be conducted only in an indoor location and any waste created from slaughtering or butchering shall be disposed of in a proper and sanitary manner. Commercial slaughtering or butchering is prohibited unless it is done under the operation of an approved facility for the slaughtering of animals as regulated by the Pennsylvania Department of Agriculture.
16. A Zoning Permit and fee is required.
17. If a property owner abandons or vacates a domestic fowl coop, henhouse, chicken tractor, fenced area or run, the Township shall require the removal of the structure within 30 days.
18. Chickens or ducks not kept in compliance with this section shall be deemed a public nuisance. If the owner or custodian has not rectified the conditions by the date provided in any violation notice provided by the Township, the enforcement procedures of Chapter 27.906.C will be followed.



Department of  
**PLANNING AND ZONING**

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Interoffice Memorandum

**TO:** Board of Supervisors

**FROM:** Kristina Aneckstein, Community Planner  
Jenna Wargo, AICP, Director of Planning & Zoning

**DATE:** July 15, 2020

**SUBJECT:** §27-720 Domestic Chickens and Ducks Ordinance

The Planning Commission reviewed the draft amendment to §27-720, Domestic Chickens and Ducks at their July 13, 2020 regular meeting and had concerns of the amendment due to Avian Influenza (H5N1). Planning Commission recommended approval to the Board of Supervisors pending outstanding comments made during the July 13, 2020 meeting. Those comments are summarized below, and the draft has been updated to reflect those comments.

- Disposal of chicken and duck waste—composted;
- Is noise from a duck going to be an issue? They're very loud;
- What material can coops be constructed from? The original ordinance contained language that referenced scrap and waste materials. This was removed due to ambiguity; and
- Odor was a concern.

The vote to move the amendment forward was not unanimous. The 4-1 vote had Rob Crassweller dissenting. Mr. Crassweller voiced concerns over the Avian Influenza (H5N1).

**STAFF RECOMMENDATION:** Staff recommends that the Board of Supervisors authorize advertisement of a Public Hearing for Chapter 27, Section 720, Domestic Chickens amendment.





NEW ENTERPRISE STONE & LIME CO., INC.  
JOB COMPLETION REPORT

2020-C1  
PAY APP # 1

Job # 15002056 WO# \_\_\_\_\_ Customer Name Ferguson Twp. Centre Co.  
Start Date 5/26/2020 Last Date Worked 7/10/2020 Billing Required by date \_\_\_\_\_

P Partial/Final Job Name Ferg. TWP C1 - 15002056  
Billing Type Customer PO # \_\_\_\_\_

Retainage Held? \_\_\_\_\_ Application # 1 Bill Retainage in \_\_\_\_\_ days

Show APA oil adjustment amount invoice? \_\_\_\_\_ Send APA calculation paperwork? \_\_\_\_\_  
APA TOTAL

ITEM NO/ SUBLEDGER	DESCRIPTION	UNIT PRICE	QUANTITY	U/M	TOTAL
0203-0001	Class 1 Excavation	\$ 82.40	1.20		\$ 98.88
0203-0004	Class 1B Excavation - Base Rep	\$ 29.20	353.50		\$ 10,322.20
0204-0150	Class 4 Excavation	\$ 36.80	78.70		\$ 2,896.16
0212-0016	GEOTEXTILE, CLASS 4, TY C	\$ 8.70	0.00		\$ -
0311-0424	WMA 25mm 0.3 to 3 - 5 Depth	\$ 30.40	300.20		\$ 9,126.08
0311-0524	WMA 25mm 3 to 10 - 5 Depth	\$ 22.40	318.40		\$ 7,132.16
0350-0106	Subbase 2A 6 Depth - Base Rep	\$ 11.50	381.80		\$ 4,390.70
0411-0484	WMA 9.5mm Wearing PG 64-22 3 t	\$ 6.60	4,051.00		\$ 26,736.60
0411-0582	WMA 9.5mm Wearing PG 64-22 3 t	\$ 7.55	4,696.00		\$ 35,454.80
0411-2494	WMA 9.5mm S&L 3 to 3 PG 64-22	\$ 80.60	111.40		\$ 8,978.84
0411-2592	WMA 9.5mm S&L 3 to 10 PG 64-22	\$ 81.20	115.37		\$ 9,368.04
0460-0001	Bit. Tack Coat	\$ 0.15	17,494.00		\$ 2,624.10
0491-0013	Full Width Milling 2 Depth	\$ 2.30	8,747.00		\$ 20,118.10
0601-0351	12 Thermoplastic Pipe Group I	\$ 325.00	11.50		\$ 3,737.50
0605-2850	Standard Inlet Box - </=10'	\$ 4,293.10	2.00		\$ 8,586.20
0608-0001	Mobilization	\$ 7,991.90	1.00		\$ 7,991.90
0802-0001	Topsoil Furnished & Placed	\$ 60.00	41.48		\$ 2,488.80
0860-0002	Inlet Filter Bag Type C Inlet	\$ 81.85	17.00		\$ 1,391.45
0901-0001	MPT	\$ 16,522.10	1.00		\$ 16,522.10
0941-0001	Relocate Sign - CATA	\$ 204.45			\$ -
0962-1005	4 Yellowborne Pavement Markin	\$ 0.55	4,914.00		\$ 2,702.70
0962-1029	White Waterborne Pavement Legend - Bike w/ Rider	\$ 666.40	1.00		\$ 666.40
0962-1036	White Waterborne Pavement Markings - xing	\$ 666.40	1.00		\$ 666.40
4503-0001	Protective Coating for cement	\$ 3.35	336.00		\$ 1,125.60
4601-0352	15 Thermoplastic Pipe Group I	\$ 391.60	10.00		\$ 3,916.00
4604-0351	12 Perforated Thermoplastic G	\$ 180.10	21.50		\$ 3,872.15
4604-0352	15 Perforated Thermoplastic G	\$ 175.35	21.00		\$ 3,682.35
4604-0355	24 Perforated Thermoplastic G	\$ 178.90	24.00		\$ 4,293.60
4605-2711	Type C Concrete Top & Bicycle	\$ 1,097.25	2.00		\$ 2,194.50
4605-2713	Type C Concrete Top using axis	\$ 769.20	3.00		\$ 2,307.60
4633-0200	Plain Concrete Mountable Curb	\$ 24.30	1,711.00		\$ 41,577.30
4676-0001	Plain Cement Concrete Sidewalk	\$ 275.25	203.70		\$ 56,068.43
4695-0003	ADA Detectable Warning Surface	\$ 39.80	252.30		\$ 10,041.54
9000-0001	Seeding Soil Supplements & Mul	\$ 3.70	358.43		\$ 1,326.19
9000-0002	Driveway Restoration - Asphalt	\$ 88.70	54.80		\$ 4,860.76
9000-0003	Root Barrier 24 Depth	\$ 41.50			\$ -
9000-0004	Sink Hole Repair	\$ 72.50			\$ -
???	CHANGE ORDER #3(Additional Base Repairs)	\$ 22,063.28	1.000		\$ 22,063.28
		\$ -			\$ -

NOT COMPLETED TO DATE BY AMERON  
MUST WAIT 28 DAY AFTER POURED

TOTAL \$339,329.41 - \$1,125.60 = \$338,203.81

PROBLEMS/NOTES \_\_\_\_\_

EXTRA WORK \_\_\_\_\_

Additional Base Repairs \_\_\_\_\_

PM Signature \_\_\_\_\_

EXTRA WORK \$ -  
GRAND TOTAL \$339,329.41

To be completed by billing office

Batch # \_\_\_\_\_ Invoice # \_\_\_\_\_ Signature \_\_\_\_\_

Retainage = 5% = \$16,910.19

TOTAL = \$321,293.62

PAY

2020-C1  
PAY APP # 1  
ACCT #: 32,439.60  
PAY: \$321,293.62

**Project: 2020-C1 BLUE COURSE & SARATOGA**  
**Pay Application Quantities**

ITEM No.	UNITS	DESCRIPTION	INITIAL BID QTY.	NESL UNIT PRICE	PAY APP 1 QTY	PAY APP 1 SUB-TOTAL
0203-0001	CY	CLASS 1 EXCAVATION	23	\$82.40	1.20	\$98.88
0203-0004	CY	CLASS 1B EXCAVATION (BASE REPAIR)	154	\$29.20	353.50	\$10,322.20
0204-0150	CY	CLASS 4 EXCAVATION	52	\$36.80	78.70	\$2,896.16
0212-0016	SY	GEOTEXTILE, CLASS 4, TYPE C	85	\$8.70	0.00	\$0.00
0311-0424	SY	SUPERPAVE ASPHALT MIXTURE DESIGN, WMA BASE COURSE, PG 64-22, 0.3 to <3 MILLION ESALS, 25 MM MIX, 5" DEPTH	131	\$30.40	300.20	\$9,126.08
0311-0524	SY	SUPERPAVE ASPHALT MIXTURE DESIGN, WMA BASE COURSE, PG 64-22, 3 to <10 MILLION ESALS, 25 MM MIX, 5" DEPTH	289	\$22.40	318.40	\$7,132.16
0350-0106	SY	SUBBASE 6" DEPTH (NO. 2A) (BASE REPAIR)	588	\$11.50	381.80	\$4,390.70
0411-0484	SY	SUPERPAVE ASPHALT MIXTURE DESIGN, WMA WEARING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5MM MIX, 1.5" DEPTH, SRL-M	4,051	\$6.60	4051.00	\$26,736.60
0411-0582	SY	SUPERPAVE ASPHALT MIXTURE DESIGN, WMA WEARING COURSE, PG 64-22, 3.0 TO <10 MILLION ESALS, 9.5MM MIX, 1.5" DEPTH, SRL-H	4,696	\$7.55	4696.00	\$35,454.80
0411-2494	TON	SUPERPAVE ASPHALT MIXTURE DESIGN, WMA WEARING COURSE (SCRATCH), PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5MM MIX, SRL-M	112	\$80.60	111.40	\$8,978.84
0411-2592	TON	SUPERPAVE ASPHALT MIXTURE DESIGN, WMA WEARING COURSE (SCRATCH), PG 64-22, 3.0 TO <10 MILLION ESALS, 9.5MM MIX, SRL-H	130	\$81.20	115.37	\$9,368.04
0460-0001	SY	BITUMINOUS TACK COAT	17,494	\$0.15	17494.00	\$2,624.10
0491-0013	SY	MILLING OF BITUMINOUS PAVEMENT SURFACE, 2" DEPTH, MILLED MATERIAL RETAINED BY CONTRACTOR	8,747	\$2.30	8747.00	\$20,118.10
4503-0351	SY	PROTECTIVE COATING FOR CEMENT CONCRETE PAVMENT (MODIFIED)	348	\$3.35		\$0.00
0601-0351	LF	12" THERMOPLASTIC PIPE, GROUP III, 8'-2' FILL	12	\$325.00	11.50	\$3,737.50
4601-0352	LF	15" THERMOPLASTIC PIPE, GROUP III, 8'-2' FILL (MODIFIED)	10	\$391.60	10.00	\$3,916.00
4604-0351	LF	12" PERFORATED THERMOPLASTIC PIPE, GROUP IIIP, 8'-2' FILL (MODIFIED)	22	\$180.10	21.50	\$3,872.15
4604-0352	LF	15" PERFORATED THERMOPLASTIC PIPE, GROUP IIIP, 8'-2' FILL (MODIFIED)	23	\$175.35	21.00	\$3,682.35
4604-0355	LF	24" PERFORATED THERMOPLASTIC PIPE, GROUP IIIP, 8'-2' FILL (MODIFIED)	24	\$178.90	24.00	\$4,293.60
4605-2711	SET	TYPE C CONCRETE TOP UNIT AND BICYCLE SAFE GRATE (MODIFIED)	2	\$1,097.25	2.00	\$2,194.50
4605-2713	SET	TYPE C CONCRETE TOP UNIT USING EXISTING GRATE (MODIFIED)	3	\$769.20	3.00	\$2,307.60
0605-2850	EA	STANDARD INLET BOX, HEIGHT <=10'	2	\$4,293.10	2.00	\$8,586.20
0608-0001	LS	MOBILIZATION	1	\$7,991.90	1.00	\$7,991.90
4633-0200	LF	PLAIN CONCRETE MOUNTABLE CURB, TYPE A (MODIFIED)	1,698	\$24.30	1711.00	\$41,577.30
4676-0001	SY	PLAIN CEMENT CONCRETE SIDEWALK (MODIFIED)	183	\$275.25	203.70	\$56,068.43
4695-0004	SF	ADA DETECTABLE WARNING SURFACE PAVERS (MODIFIED)	270	\$39.80	252.30	\$10,041.54
0802-0001	CY	TOPSOIL FURNISHED AND PLACED	84	\$60.00	41.48	\$2,488.80
0860-0002	EA	INLET FILTER BAG FOR TYPE C INLET	18	\$81.85	17.00	\$1,391.45
0901-0001	LS	MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION	1	\$16,522.10	1.00	\$16,522.10
0941-0001	EA	RELOCATE SIGN (CATA)	2	\$204.45		\$0.00
0962-1005	LF	4" YELLOW WATERBORNE PAVEMENT MARKINGS	7,494	\$0.55	4914.00	\$2,702.70
0962-1029	LF	WHITE WATERBORNE PAVMENT LEGEND, BICYCLE WITH RIDER, 8'-0" X 4'-0" SYMBOL	1	\$666.40	1.00	\$666.40
0962-1036	EA	WHITE WATERBORNE PAVMENT LEGEND, "XING"	1	\$666.40	1.00	\$666.40
9000-0001	SY	SEEDING, SOIL SUPPLEMENTS AND MULCHING	944	\$3.70	358.43	\$1,326.19
9000-0002	SY	DRIVEWAY RESTORATION, 2" DEPTH (ASPHALT)	45	\$88.70	54.80	\$4,860.76
9000-0003	LF	ROOT BARRIER (24" DEEP)	144	\$41.50		\$0.00
9000-0004	TON	SINK HOLE REPAIR	40	\$72.50	0.00	\$0.00
	CHANGE ORDER #3	ADDITIONAL BASE REPAIRS VIA CHANGE ORDER (SEE CHANGE ORDER #3)	0	\$22,063.28	1.00	\$22,063.28
					<b>PAY APP SUB-TOTAL</b>	<b>\$338,203.81</b>
					<b>RETAINAGE (%)</b>	<b>5.00%</b>
					<b>RETAINAGE (\$)</b>	<b>-\$16,910.19</b>
					<b>PAY APP TOTAL</b>	<b>\$321,293.62</b>





**NEW ENTERPRISE STONE & LIME CO., INC.**  
**JOB COMPLETION REPORT**

2020-C2  
PAY APP #1

Job # 15002057 WO# \_\_\_\_\_ Customer Name Ferguson Twp. Centre Co.  
Start Date 5/26/2020 Last Date Worked 6/19/2020 Billing Required by date 6/19/2020

P \_\_\_\_\_ Partial/Final Job Name Ferg. TWP C2 - 15002057  
Billing Type \_\_\_\_\_ Customer PO # \_\_\_\_\_

Retainage Held? \_\_\_\_\_ Application # 1 Bill Retainage in \_\_\_\_\_ days

Show APA oil adjustment amount invoice? \_\_\_\_\_ Send APA calculation paperwork? \_\_\_\_\_  
APA TOTAL

ITEM NO/ SUBLEDGER	DESCRIPTION	UNIT PRICE	QUANTITY	U/M	TOTAL
0203-0001	Class 1 Excavation	309.65	14.17		\$ 4,386.50
0203-0004	Class 1B Excavation - Base Rep	26.95	548.34		\$ 14,777.76
0204-0150	Class 4 Excavation	106.60	3.26		\$ 347.52
0212-0016	GEOTEXTILE, CLASS 4, TY C	8.70	973.01		\$ 8,465.19
0460-0001	Bit. Tack Coat	0.15	78,058.00		\$ 11,708.70
0491-0013	Full Width Milling 2 Depth	1.10	39,673.00		\$ 43,640.30
0608-0001	Mobilization	4,961.10	1.00		\$ 4,961.10
0620-0525	Offset Brackets	16.15			\$ -
0620-0543	Guide Rail Strong Post 7' Leng	69.95			\$ -
0620-1250	Type 31 Strong Post End Treatm	1,613.90			\$ -
0660-0022	Milled Centerline Rumble Strip	0.70			\$ -
0703-0020	# 1 Course Aggregate - Swale	289.25	12.67		\$ 3,664.80
0860-0000	Inlet Filter Bag Type M Inlet	132.10	3.00		\$ 396.30
0901-0001	MPT	27,166.45	1.00		\$ 27,166.45
0962-1000	4 White Waterborne Pavement M	0.15			\$ -
0962-1005	4 Yellow Waterborne Pavement	0.15			\$ -
4311-0424	WMA 25mm 0.3 to 3 - 5 Depth	18.10	1,613.02		\$ 29,195.66
4350-0106	Subbase 2A 6 Depth - Base Rep	8.65	1,596.64		\$ 13,810.94
4411-0484	WMA 9.5mm Wearing PG 64-22 3 t	5.95	31,143.00		\$ 185,300.85
4411-0485	WMA 9.5mm Wearing PG 64-22 3 t	6.20	8,530.00		\$ 52,886.00
4411-2494	WMA 9.5mm S&L 3 to 3 PG 64-22	65.75	978.74		\$ 64,352.16
4411-2495	WMA 9.5mm S&L 3 to 3 PG 64-22	72.80	235.00		\$ 17,108.00
4604-5011	15 Perforated Reinforced Conc	383.30	4.00		\$ 1,533.20
4620-0500	Reset Guide Rail	7.60			\$ -
9000-0001	Seeding Soil Supplements & Mul	35.05			\$ -
9000-0002	Reset Mailboxes	196.50			\$ -
9000-0003	Driveway Restoration - Asphalt	17.35	317.40		\$ 5,506.89
XXXX-XXXX	Type 31 Strong Post In Line Anchor	\$ 1,025.00	5.000		\$ 5,125.00
		\$ -			\$ -
		\$ -			\$ -
		\$ -			\$ -

NOT COMPLETED TO DATE

TOTAL \$494,333.31 - 5125.00 = \$489,208.31  
Retainage \$ (24,716.67) = \$ 24,460.42

PROBLEMS/NOTES \_\_\_\_\_

EXTRA WORK \_\_\_\_\_

PM Signature \_\_\_\_\_ EXTRA WORK \$ -  
GRAND TOTAL \$469,616.64

\$464,747.89 PAY

To be completed by billing office  
Batch # \_\_\_\_\_ Invoice # \_\_\_\_\_ Signature \_\_\_\_\_

2020-C2 (PAY APP #1)  
Acct#: 32,439.610  
PAY: \$464,747.89

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**Project: 2020-C2 DEIBLER, DRY HOLLOW, W. WHITEHALL  
Construction Quantities**

ITEM No.	UNIT	DESCRIPTION	INITIAL QTY.	UNIT PRICE	PAY 1 QUANTITIES	PAY APP 1 SUB-TOTAL
0203-0001	CY	CLASS 1 EXCAVATION	3	\$309.65	14.17	\$4,386.50
0203-0004	CY	CLASS 1B EXCAVATION (BASE REPAIR)	607	\$26.95	548.34	\$14,777.76
0204-0150	CY	CLASS 4 EXCAVATION	12	\$106.60	3.26	\$347.52
0212-0016	SY	GEOTEXTILE, CLASS 4, TYPE C (SEE CHANGE ORDER #2)	0	\$8.70	973.01	\$8,465.19
4311-0424	SY	SUPERPAVE ASPHALT MIXTURE DESIGN, WMA BASE COURSE, PG 64-22, 0.3 TO 3 MILLION ESALS, 25 MM MIX (5" DEPTH) (MODIFIED)	1,985	\$18.10	1,613.02	\$29,195.66
4350-0106	SY	SUBBASE 6" DEPTH (NO. 2A) (BASE REPAIR) (MODIFIED)	1,985	\$8.65	1,596.64	\$13,810.94
4411-0484	SY	SUPERPAVE ASPHALT MIXTURE DESIGN, WMA WEARING COURSE, PG 64-22, 0.3 TO 3 MILLION ESALS, 9.5MM MIX, 1.5" DEPTH, SRL-M (MODIFIED)	31,143	\$5.95	31,143.00	\$185,300.85
4411-0485	SY	SUPERPAVE ASPHALT MIXTURE DESIGN, WMA WEARING COURSE, PG 64-22, 0.3 TO 3 MILLION ESALS, 9.5MM MIX, 1.5" DEPTH, SRL-L (MODIFIED)	8,530	\$6.20	8,530.00	\$52,886.00
4411-2494	TON	SUPERPAVE ASPHALT MIXTURE DESIGN, WMA WEARING COURSE (SCRATCH), PG 64-22, 0.3 TO 3 MILLION ESALS, 9.5MM MIX, SRL-M (MODIFIED)	857	\$65.75	978.74	\$64,352.16
4411-2495	TON	SUPERPAVE ASPHALT MIXTURE DESIGN, WMA WEARING COURSE (SCRATCH), PG 64-22, 0.3 TO 3 MILLION ESALS, 9.5MM MIX, SRL-L (MODIFIED)	235	\$72.80	235.00	\$17,108.00
0460-0001	SY	BITUMINOUS TACK COAT	79,346	\$0.15	78,058.00	\$11,708.70
0491-0013	SY	MILLING OF BITUMINOUS PAVEMENT SURFACE, 2" DEPTH, MILLED MATERIAL RETAINED BY CONTRACTOR	39,673	\$1.10	39,673.00	\$43,640.30
4604-5011	LF	15" PERFORATED REINFORCED CONCRETE PIPE, TYPE A, <1.5' FILL (MODIFIED)	4	\$383.30	4.00	\$1,533.20
0608-0001	LS	MOBILIZATION	1	\$4,961.10	1.00	\$4,961.10
4620-0500	LF	RESET GUIDE RAIL (MODIFIED)	846	\$7.60		\$0.00
0620-0525	EA	OFFSET BRACKETS	137	\$16.15		\$0.00
0620-0543	EA	GUIDE RAIL STRONG POST, 7' LENGTH	137	\$69.95		\$0.00
0620-1250	EA	TYPE 31-STRONG POST END TREATMENT	3	\$1,613.90		\$0.00
	EA	TYPE 31-STRONG POST IN-LINE ANCHOR (SEE CHANGE ORDER #3)	0	\$1,025.00		\$0.00
0660-0022	LF	MILLED CENTERLINE RUMBLE STRIPS TYPE 2	7,749	\$0.70		\$0.00
0703-0020	CY	NO. 1 COARSE AGGREGATE (ROCK SWALE)	3	\$289.25	12.67	\$3,664.80
0860-0000	EA	INLET FILTER BAG FOR TYPE M INLET	3	\$132.10	3.00	\$396.30
0901-0001	LS	MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION	1	\$27,166.45	1.00	\$27,166.45
0962-1000	LF	4" WHITE WATERBORNE PAVEMENT MARKINGS	28,570	\$0.15		\$0.00
0962-1005	LF	4" YELLOW WATERBORNE PAVEMENT MARKINGS	28,006	\$0.15		\$0.00
9000-0001	SY	SEEDING, SOIL SUPPLEMENTS, AND MULCHING	34	\$35.05		\$0.00
9000-0002	EA	RESET MAILBOXES	13	\$196.50		\$0.00
9000-0003	SY	DRIVEWAY RESTORATION (ASPHALT)	582	\$17.35	317.40	\$5,506.89
					<b>Sub-Total</b>	<b>\$489,208.31</b>
					<b>Retainage (%)</b>	<b>5.00%</b>
					<b>Retainage (\$)</b>	<b>-\$24,460.42</b>
					<b>Pay App Total</b>	<b>\$464,747.89</b>

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 76651

To Owner: Ferguson Township - Centre Cnty  
3147 Research Drive  
State College, PA 16801

Project: 11020-002 Ferguson Twp Sidewalk & Handicap Ramps 2020-C6

From Contractor: GLENN O. HAWBAKER, INC.  
1952 Waddle Road, Suite 203  
State College, PA 16803

Contract For: Flat Concrete

Remit To: Glenn O. Hawbaker, Inc  
P.O. Box 64289  
Baltimore, MD 21264-4289  
WE DON'T ACCEPT CREDIT CARDS

Application No.: 1

Period To: 6/19/2020

Project Nos: 2020-C6

Contract Date: 3/20/2020

Distribution to:

Owner

Architect

Contractor

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum .....	\$64,937.00
2. Net Change By Change Order .....	\$6,541.25
3. Contract Sum To Date .....	\$71,478.25
4. Total Completed and Stored To Date .....	\$71,478.25
5. Retainage:	
a. 10.00% of Completed Work	\$7,147.83
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$7,147.83
6. Total Earned Less Retainage .....	\$64,330.42
7. Less Previous Certificates For Payments .....	\$0.00
8. Current Payment Due .....	\$64,330.42
9. Balance To Finish, Plus Retainage .....	\$7,147.83

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: GLENN O. HAWBAKER, INC.

By: Mary C. McMurtrie Date: 6/26/2020  
Mary C. McMurtrie, Billing Specialist

State of: Pennsylvania County of: Centre  
Subscribed and sworn to before me this 26th day of JUNE 2020  
Notary Public: Ann Marie Venezia  
My Commission expires:

Commonwealth of Pennsylvania - Notary Seal  
 Ann Marie Venezia, Notary Public  
 Centre County  
 My commission expires January 24, 2024  
 Commission number 1266815  
 Member, Pennsylvania Association of Notaries

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor

AMOUNT CERTIFIED \$64,330.42 **PAY PTS**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Ryan J. Seale Date: 7/6/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**2020-C6 Pay App 1**  
**Acct#: 35.439.610**  
**PAY: \$64,330.42**  
Ryan J. Seale

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$6,541.25	\$0.00
TOTALS	\$6,541.25	\$0.00
Net Changes By Change Order	<b>\$6,541.25</b>	

## Progress Billing Invoice

**User ID:** N/A  
**Well Name:** 2020-C6  
**AFE Number:** N/A  
**Customer PO:**

**From:** GLENN O. HAWBAKER, INC.  
 1952 Waddle Road, Suite 203  
 State College, PA 16803  
**PAOAGHIC:** 2272  
 814-237-1444  
**To:** Ferguson Township - Centre Cnty  
 3147 Research Drive  
 State College, PA 16801

**Invoice #:** 76651  
**Date:** 06/23/20  
**Application #:** 1  
**Customer Reference:** 2020-C6  
**Invoice Due Date:** 07/23/20  
**Payment Terms:** Net 30 Days

**Remit To:** Glenn O. Hawbaker, Inc  
 P.O. Box 64289  
 Baltimore, MD 21264-4289

**Contract:** 11020-002 Ferguson Twp Sidewalk & Handicap Ramps 2020-C6  
*From: 06/08/20 To: 06/19/20*

Cont Item	Description	Contract Amount	Contract Quantity	Quantity This Period	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date	% Compl
0608-0001	Mobilization	3,500.00	1.000	1.000 ✓	1.000	LS.	3,500.00	3,500.00	3,500.00	100.00%
0901-0001	MPT	885.00	1.000	1.000 ✓	1.000	LS.	885.00	885.00	885.00	100.00%
4503-0001	Protective Coating for Cement Concrete Pavement (MOD)	0.00	170.110	170.110 ✓	170.110	SY	0.00	0.00	0.00	0.00%
4633-0200	Plain Cement Mountable Curb, Type A MOD	11,862.90	188.300	188.300 ✓	188.300	LF	63.00	11,862.90	11,862.90	100.00%
4641-0001	Plain Cement Concrete Curb/Gutter MOD	12,120.00	101.000	101.000 ✓	101.000	LF	120.00	12,120.00	12,120.00	100.00%
4676-0001	Plain Cement Concrete Sidewalk MOD	31,470.35	170.110	170.110 ✓	170.110	SY	185.00	31,470.35	31,470.35	100.00%
4695-0003	ADA Detectable Warning Surface PAvers MOD	11,640.00	291.000	291.000 ✓	291.000	SF	40.00	11,640.00	11,640.00	100.00%

**Gross Amount this Application:**  
**Less Retainage:**  
**Total Due This Invoice:**

71,478.25  
~~7,147.83~~  
64,330.42


**WE DO NOT ACCEPT CREDIT CARDS**



# CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 1

Application Date : 6/23/2020

To: 6/19/2020

Architect's Project No.: 2020-C6

Invoice # : 76651

Contract : 11020-002 Ferguson Twp Sidewalk & Handicap Ramps 2020-C6

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
0608-0001	Mobilization	3,500.00	1	0.00	0.00	3,500.00	100.00%	0.00	
0901-0001	MPT	885.00	1	0.00	0.00	885.00	100.00%	0.00	
4503-0001	Protective Coating for Cement Concrete P	0.00	0	0.00	0.00	0.00	0.00%	0.00	
4633-0200	Plain Cement Mountable Curb, Type A MC	11,862.90	188.30LF	0.00	0.00	11,862.90	100.00%	0.00	
4641-0001	Plain Cement Concrete Curb/Gutter MOD	12,120.00	101 LF	0.00	0.00	12,120.00	100.00%	0.00	
4676-0001	Plain Cement Concrete Sidewalk MOD	31,470.35	170.11	0.00	0.00	31,470.35	100.00%	0.00	
4695-0003	ADA Detectable Warning Surface PAVers	11,640.00	291	0.00	0.00	11,640.00	100.00%	0.00	
<b>Grand Totals</b>		<b>71,478.25</b>	<b>0.00</b>	<b>71,478.25</b>	<b>0.00</b>	<b>71,478.25</b>	<b>100.00%</b>	<b>0.00</b>	<b>7,147.83</b>

2020-C6 Curb and Ramp Upgrades

Construction Quantities

Measured on 6/18/20 by R. Scanlan and J. Wert (GOH)

Ramp Location	Mountable Curb (LF)	Curb/Gutter (LF)	Walk (included Conc. under DWS) (SF)	Walk (exclude conc. under DWS) (SY)	DWS (SF)	NOTES
Ramp 1	14.70	0.00	65.29	5.32	17.4	Curb was not to be removed
Ramp 2	15.90	0.00	79.39	7.71	10.0	
Ramp 3	11.00	0.00	36.00	2.89	10.0	
Ramp 4	18.16	0.00	65.75	6.19	10.0	
Ramp 5	7.66	0.00	39.31	3.26	10.0	
Ramp 6	8.50	0.00	29.74	2.19	10.0	
Ramp 7	16.83	0.00	88.29	8.70	10.0	
Ramp 8	15.50	0.00	81.45	7.94	10.0	
Ramp 9	13.00	0.00	39.39	2.39	17.8	
Ramp 10	13.07	0.00	75.00	6.28	18.5	
Ramp 11	8.33	0.00	41.71	3.52	10.0	
Ramp 12	10.00	0.00	70.17	6.69	10.0	
Ramp 13	12.50	0.00	100.70	9.34	16.7	
Ramp 14	15.58	0.00	44.73	3.08	17.0	
Ramp 15	10.50	0.00	74.11	7.12	10.0	
Ramp 16	11.50	0.00	45.08	3.90	10.0	
Ramp 17	0.00	9.50	40.25	3.36	10.0	
Ramp 18	0.00	9.25	72.59	6.95	10.0	
Ramp 19	0.00	9.50	71.57	6.84	10.0	
Ramp 20	0.00	9.25	69.92	6.66	10.0	
Ramp 21	0.00	13.00	83.88	8.21	10.0	
Ramp 22	0.00	11.75	167.19	17.47	10.0	
Ramp 23	0.00	10.25	87.22	8.58	10.0	
Ramp 24	0.00	8.00	120.50	12.28	10.0	
Ramp 25	0.00	20.00	131.90	13.16	13.5	
<b>TOTALS</b>	<b>203.00</b>	<b>101.00</b>	<b>1,822.00</b>	<b>170.11</b>	<b>291.00</b>	

Pay App Summary

ITEM No. UNIT	DESCRIPTION	INITIAL QUANTITY	FINAL QUANTITY	UNIT PRICE	SUB-TOTAL	GOH PAY APP 1		GOH PAY APP 2	
						QTY.	SUB-TOTAL	QTY.	SUB-TOTAL
4503-0001 SY	PROTECTIVE COATING FOR CEMENT CONCRETE PAVMENT (MODIFIED)	190	170.11	\$0.00	\$0.00	170.11	\$0.00		\$0.00
0608-0001 LS	MOBILIZATION	1	1.00	\$3,500.00	\$3,500.00	1	\$3,500.00		\$0.00
4633-0200 LF	PLAIN CEMENT MOUNTABLE CURB, TYPE A (MODIFIED)	154	188.30	\$63.00	\$11,862.90	188.30	\$11,862.90		\$0.00
4641-0001 LF	PLAIN CEMENT CONCRETE CURB GUTTER (MODIFIED)	88	101.00	\$120.00	\$12,120.00	101.00	\$12,120.00		\$0.00
4676-0001 SY	PLAIN CEMENT CONCRETE SIDEWALK (MODIFIED)	154	170.11	\$185.00	\$31,470.35	170.11	\$31,470.35		\$0.00
4695-0003 SF	ADA DETECTABLE WARNING SURFACE PAVERS (MODIFIED)	295	291.00	\$40.00	\$11,640.00	291.00	\$11,640.00		\$0.00
0901-0001 LS	MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION	1	1.00	\$885.00	\$885.00	1	\$885.00		\$0.00
<b>TOTAL CONTRACT</b>					<b>\$71,478.25</b>	Sub-Total	\$71,478.25		\$0.00
						Retainage (%)	-10%		
						Retainage (\$)	-\$7,147.83	\$7,147.83	\$7,147.83
						<b>Pay App Total</b>	<b>\$64,330.42</b>		<b>\$7,147.83</b>

14.7' of mountable curb was removed at Ramp 1 when it was to remain in place per plans.

**Paid to Date**  
\$71,478.25

**Total Project Cost** \$71,478.25



# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 76671

To Owner: Ferguson Township - Centre Cnty  
3147 Research Drive  
  
State College, PA 16801

Project: 11020-002 Ferguson Twp Sidewalk & Handicap Ramps 2020-C6

From Contractor: GLENN O. HAWBAKER, INC.  
1952 Waddle Road, Suite 203  
State College, PA 16803

Contract For: Flat Concrete

Remit To: Glenn O. Hawbaker, Inc  
P.O. Box 64289  
Baltimore, MD 21264-4289  
WE DON'T ACCEPT CREDIT CARDS

Application No.: 2

Period To: 6/19/2020

Project Nos: 2020-C6

Contract Date: 3/20/2020

Distribution to:

Owner

Architect

Contractor

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum .....	\$64,937.00
2. Net Change By Change Order .....	\$6,541.25
3. Contract Sum To Date .....	\$71,478.25
4. Total Completed and Stored To Date .....	\$71,478.25
5. Retainage :	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$0.00
6. Total Earned Less Retainage .....	\$71,478.25
7. Less Previous Certificates For Payments .....	\$64,330.42
8. Current Payment Due .....	\$7,147.83
9. Balance To Finish, Plus Retainage .....	\$0.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$6,541.25	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$6,541.25	\$0.00
Net Changes By Change Order	\$6,541.25	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: GLENN O. HAWBAKER, INC.

By: Mary C. McMurtrie Date: 6/26/2020  
Mary C. McMurtrie, Billing Specialist

State of: Pennsylvania County of: Centre  
Subscribed and sworn to before me this 26th day of June 2020  
Notary Public: Ann Marie Veneziano  
My Commission expires:

Commonwealth of Pennsylvania - Notary Seal  
 Ann Marie Veneziano, Notary Public  
 Centre County  
 My commission expires January 24, 2024  
 Commission number 1266815  
 Member, Pennsylvania Association of Notaries

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor

AMOUNT CERTIFIED \$7,147.83 **PAY**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: Ryan Seal Date: 7/6/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

2020-C6  
PAY AP #2 - FINAL  
ACCT#: 35.439.610  
PAY: \$7,147.83  
Ryan Seal

# CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 2

Application Date : 6/24/2020

To: 6/19/2020

Architect's Project No.: 2020-C6

Invoice # : 76671

Contract : 11020-002 Ferguson Twp Sidewalk & Handicap Ramps 2020-C6

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date  (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
0608-0001	Mobilization	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00%	0.00	
0901-0001	MPT	885.00	885.00	0.00	0.00	885.00	100.00%	0.00	
4503-0001	Protective Coating for Cement Concrete P	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
4633-0200	Plain Cement Mountable Curb, Type A MC	11,862.90	11,862.90	0.00	0.00	11,862.90	100.00%	0.00	
4641-0001	Plain Cement Concrete Curb/Gutter MOD	12,120.00	12,120.00	0.00	0.00	12,120.00	100.00%	0.00	
4676-0001	Plain Cement Concrete Sidewalk MOD	31,470.35	31,470.35	0.00	0.00	31,470.35	100.00%	0.00	
4695-0003	ADA Detectable Warning Surface PAVers	11,640.00	11,640.00	0.00	0.00	11,640.00	100.00%	0.00	
<b>Grand Totals</b>		<b>71,478.25</b>	<b>71,478.25</b>	<b>0.00</b>	<b>0.00</b>	<b>71,478.25</b>	<b>100.00%</b>	<b>0.00</b>	<b>0.00</b>

# Accounts Payable

## Checks by Date - Detail by Check Number

User: eendresen  
 Printed: 7/15/2020 4:17 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
ACH	10870 061220	PNC INSTITUTIONAL INVESTMENTS POLICE PENSION WITHHELD	06/12/2020		3,416.98
Total for this ACH Check for Vendor 10870:				0.00	3,416.98
ACH	11216 061220	VANTAGEPOINT TRANSFER AGENTS 401	06/12/2020		8,351.91
Total for this ACH Check for Vendor 11216:				0.00	8,351.91
ACH	11218 061220	VANTAGEPOINT TRANSFER AGENTS 457	06/12/2020		6,904.75
Total for this ACH Check for Vendor 11218:				0.00	6,904.75
ACH	11381 061220	VANTAGEPOINT TRANSFER AGENT ROTH IRA	06/12/2020		181.28
Total for this ACH Check for Vendor 11381:				0.00	181.28
126	10487 8315	HERITAGE ELECTRIC SERVICE CALL ON BLUE COURSE TUNNEL	06/30/2020		65.00
Total for Check Number 126:				0.00	65.00
127	10644 060920	LOWES COMPANIES INC STREET LIGHT/ALLERGEN EXTRA FILT	06/30/2020		125.07
Total for Check Number 127:				0.00	125.07
128	11192 3639-JUN20	WEST PENN POWER SCIENCE PARK RD	06/30/2020 01.433.036		173.61
Total for Check Number 128:				0.00	173.61
349	10475 3707923	HANSON AGGREGATES PA INC STONE	06/12/2020		610.47
Total for Check Number 349:				0.00	610.47
350	10701 060220	MILLER WELDING SERVICE INLET REPAIRS	06/12/2020		4.46
Total for Check Number 350:				0.00	4.46
351	10034 54356 54391	ALPHA SPACE CONTROL COMPANY I PAVMENT MARKINGS PER ATTACHED PAVMENT MARKINGS PER ATTACHED	06/30/2020		45,608.43 38,690.52
Total for Check Number 351:				0.00	84,298.95
352	10275	CRAFCO INC-BIRMINGHAM	06/30/2020		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	9402264888	DETACK			168.80
	9402265892	DETACK			359.31
			Total for Check Number 352:	0.00	528.11
353	10509	HRI INC	06/30/2020		
	1861911	9.5MM M 3<30 15%RAP WMA			412.13
	1862663	9.5MM M 3<30 15%RAP WMA			701.26
	1864032	9.5MM M 3<30 15%RAP WMA			1,038.09
	1865548	9.5MM M 3<30 15%RAP WMA			932.90
	1869667	9.5MM M 3<30 15%RAP WMA			353.50
	1871876	9.5MM M 3<30 15%RAP WMA			876.57
	1873698	9.5MM M 3<30 15%RAP WMA			415.01
	1875322	9.5MM M 3<30 15%RAP WMA			239.69
			Total for Check Number 353:	0.00	4,969.15
354	10644	LOWES COMPANIES INC	06/30/2020		
	060920	CONCRETE			173.85
			Total for Check Number 354:	0.00	173.85
728	11889	LUTHER LAWN SERVICE LLC	06/01/2020		
	3115	NEW TREES			9,831.64
			Total for Check Number 728:	0.00	9,831.64
729	11262	X-PERT COMMUNICATIONS	06/01/2020		
	8971	COMPUTERS SET UP TO SEE THE CAMERA			150.00
			Total for Check Number 729:	0.00	150.00
730	11851	DOCUFREE	06/09/2020		
	20202156	83 EA WIDE FORMAT DRAWING OVERAGE			103.75
			Total for Check Number 730:	0.00	103.75
731	10263	CORMANS MAIL SERVICE	06/12/2020		
	10109	POSTCARD MAILING			439.32
			Total for Check Number 731:	0.00	439.32
732	11881	LEONARD S. FIORE INC	06/12/2020		
	TWO	NEW PW BUILDING GENERAL CONSTRUC			573,516.71
			Total for Check Number 732:	0.00	573,516.71
733	11039	STATE COLLEGE POSTMASTER	06/12/2020		
	061520	POSTAGE FOR MAILING OF POSTCARDS			2,120.52
			Total for Check Number 733:	0.00	2,120.52
734	11242	AMAZON CAPITAL SERVICES INC	06/30/2020		
	1X67-JX4G-6KP7	REPLACE ERIC'S ASTERISK PHONE			168.67
			Total for Check Number 734:	0.00	168.67
735	11615	BY DESIGN CONSULTANTS INC	06/30/2020		
	2636				824.00
			Total for Check Number 735:	0.00	824.00
736	11895	THE CINCINNATI INSURANCE COMPA	06/30/2020		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	062420	BUILDERS RISK			6,974.00
			Total for Check Number 736:	0.00	6,974.00
737	11818 198477	CIVICPLUS CIVICCMS STANDARD ANNUAL FEE RENE	06/30/2020		6,500.00
			Total for Check Number 737:	0.00	6,500.00
738	10236 2005005 2005012	CMT LABORATORIES CONCRETE CYLINDERS CONCRETE CYLINDERS/PROF ENG/FIELD	06/30/2020		150.00 5,252.50
			Total for Check Number 738:	0.00	5,402.50
739	11894 062620	NJ HESS ASSOCIATES MAY-JUNE SURVEY PROJECT	06/30/2020		4,000.00
			Total for Check Number 739:	0.00	4,000.00
10105	10203 4647477	CENTRE DAILY TIMES BOS MTG ZOOM 0518	06/01/2020		247.38
			Total for Check Number 10105:	0.00	247.38
10106	11192 0840-MAY20	WEST PENN POWER WHITEHALL RD/RESEARCH DRIVE	06/01/2020		46.34
			Total for Check Number 10106:	0.00	46.34
10107	11414 1510	GREENE'S LANDSCAPE TREE REPLACEMENT 1540 MARTIN ST	06/09/2020		600.00
			Total for Check Number 10107:	0.00	600.00
10108	11242 179G-7M9Q-KXNR 1HR1-TM71-NGJX 1KD6-GDVV-7J67 1VCX-HDYV-WNRW 1YXL-C16H-94J3	AMAZON CAPITAL SERVICES INC LAMINATOR HAND SANITIZER MICROSOFT SURFACE PRO SIGNATURE T WHITE BOARD ERASER/PENS AND MARK MICROSOFT SURFACE PRO SIGNATURE T	06/12/2020		45.99 42.60 119.99 19.96 117.99
			Total for Check Number 10108:	0.00	346.53
10109	11390 BT1633309	BAKER TILLY VIRCHOW KRAUSE, LL PROGRESS BILLING ON 2019 AUDIT OF CA	06/12/2020		4,000.00
			Total for Check Number 10109:	0.00	4,000.00
10110	10100 P71208	BEST LINE EQUIPMENT GASKET/SPACER FLANGE	06/12/2020		25.96
			Total for Check Number 10110:	0.00	25.96
10111	11891 052020	MASON BOCK MILEAGE BOCK	06/12/2020		40.25
			Total for Check Number 10111:	0.00	40.25
10112	11224 68803	CAMPBELL DURRANT BEATTY PALO RECIEPT OF EMAIL REGARDING HEART A	06/12/2020		19.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 10112:	0.00	19.00
10113	10201 061220	CENTRE COUNTY UNITED WAY U-WAY	06/12/2020		27.00
			Total for Check Number 10113:	0.00	27.00
10114	10234 SERV7331866	CLEVELAND BROTHERS EQUIP CO IN REPAIR WIRE	06/12/2020		872.54
			Total for Check Number 10114:	0.00	872.54
10115	10244 102354715	COMCAST BUSINESS ETHERNET DEDICATED INTERNET	06/12/2020		1,050.00
			Total for Check Number 10115:	0.00	1,050.00
10116	10282 2C300624	CUMBERLAND TRUCK EQUIPMENT C ANTIFREEZE	06/12/2020		93.18
			Total for Check Number 10116:	0.00	93.18
10117	10324 060220	DONS POWER EQUIPMENT SMALL TOOLS	06/12/2020		745.74
			Total for Check Number 10117:	0.00	745.74
10118	11217 061220	FERGUSON TOWNSHIP POLICE ASSOC POLICE UNION DUES	06/12/2020		420.00
			Total for Check Number 10118:	0.00	420.00
10119	10396 060120 060120 060120	FISHER AUTO PARTS ANTIFREEZE SPARK PLUG/IGNITION/TURN SIGNAL FLA BELTS	06/12/2020		59.76 176.35 62.80
			Total for Check Number 10119:	0.00	298.91
10120	10436 ES-400	GLENN O HAWBAKER INC ESCR-0400	06/12/2020		807.06
			Total for Check Number 10120:	0.00	807.06
10121	11450 29266	GROVE PRINTING POST CARDS	06/12/2020		428.40
			Total for Check Number 10121:	0.00	428.40
10122	11754 9207	HERO INDUSTRIES INC. K-9 GERMAN SHERPARD STUFFED ANIMA	06/12/2020		940.00
			Total for Check Number 10122:	0.00	940.00
10123	10491 3474	HINTON & ASSOCIATES HARD DRIVE FOR ALBRIGHT/ERIC	06/12/2020		110.00
			Total for Check Number 10123:	0.00	110.00
10124	11253 7907JUN2020	INFRADAPT LLC CARRIER SERV 7/1-7/31	06/12/2020		660.84

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 10124:	0.00	660.84
10125	11833 CSDS056	IRON MOUNTAIN ON-SITE SHREDDING	06/12/2020		65.00
			Total for Check Number 10125:	0.00	65.00
10126	10554 30129	JARU ASSOCIATES INC POST CARDS	06/12/2020		71.00
			Total for Check Number 10126:	0.00	71.00
10127	10565 053120	JOHN TENNIS TOWING WHEEL LIFT	06/12/2020 VOID	290.00	
			Total for Check Number 10127:	290.00	0.00
10128	10762 27129871 27156088 27156089	MARCO COPIER LEASE 3212I COPIER LEASE 3553 CI COPIER LEASE 3550IDN	06/12/2020		162.88 30.13 32.25
			Total for Check Number 10128:	0.00	225.26
10129	10673 DDU16A	MCCARTNEYS INC HIGHLIGHTER	06/12/2020		6.58
			Total for Check Number 10129:	0.00	6.58
10130	11812 1550177C3908	MEDEXPRESS POLICE TESTING	06/12/2020		90.00
			Total for Check Number 10130:	0.00	90.00
10131	11807 1394734 1396971	MODEL UNIFORMS PW UNIF CLN PW UNIF CLN	06/12/2020		122.24 122.24
			Total for Check Number 10131:	0.00	244.48
10132	10798 860085	PA ONE CALL SYSTEM MONTHLY ACTIVITY FEE/SUPPLE MESSAC	06/12/2020		177.25
			Total for Check Number 10132:	0.00	177.25
10133	11890 109820 109821	PFM SOLUTIONS, LLC SYNOPSIS SUBSCRIPTION FEE SYNOPSIS IMPLEMENTATION FEE	06/12/2020		9,500.00 1,666.67
			Total for Check Number 10133:	0.00	11,166.67
10134	10882 21302	PORTAGE POWER WASH INC FLOW SWITCH REPAIR	06/12/2020		249.75
			Total for Check Number 10134:	0.00	249.75
10135	10945 192647 192883 192884	ROBINSON SEPTIC SERVICE INC EXTRA SERVICE PORTABLE TOILET STATE COLLEGE AREA HAND SINK COLWATER FOOT PUMP	06/12/2020		100.00 120.00 145.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 10135:	0.00	365.00
10136	11045 1222696	STEPHENSON EQUIPMENT INC KNIFE, ED-FLAIL	06/12/2020		317.15
			Total for Check Number 10136:	0.00	317.15
10137	11058 143347	STOVER MCGLAUGHLIN COMMONWEALTH COURT BRIEF	06/12/2020		1,802.00
			Total for Check Number 10137:	0.00	1,802.00
10138	11763 102058695-0001	SUNBELT RENTALS, INC. EDGER RENTAL	06/12/2020		41.00
			Total for Check Number 10138:	0.00	41.00
10139	11729 31311	THE HR OFFICE 5/31-6/6 DEMCHECK, RHONDA	06/12/2020		276.00
			Total for Check Number 10139:	0.00	276.00
10140	11113 061520	TRACTOR SUPPLY CREDIT PLAN MOWER JACK	06/12/2020		249.98
			Total for Check Number 10140:	0.00	249.98
10141	11613 182374655-001	UNITED RENTALS VEST	06/12/2020		42.57
			Total for Check Number 10141:	0.00	42.57
10142	10771 2024977.002	WITMER PUBLIC SAFETY GROUP INC HAT/STREAMLIGHT	06/12/2020		125.00
			Total for Check Number 10142:	0.00	125.00
10143	10016 261179	AFLAC INSURANCE WITHHELD	06/30/2020		176.77
			Total for Check Number 10143:	0.00	176.77
10144	11242 11QF-3YMX-3RVK 13CP-MDY4-GQT7 17LM-6YDJ-RRFX 1HTD-Q79J-LNXL 1JM6-RM3F-VWWD 1KFH-QYQH-FDVJ 1P7J-GGHX-9N7D 1X67-JX4G-3JF4	AMAZON CAPITAL SERVICES INC WEBCAM W/MICROPHONE/PLUG AIRSOFT TRAINING METAL MAG/SMART C CASSETTE RIBBON FOR TYPEWRITER WALL MOUNTED INFRARED FOREHEAD T END TAB FASTENER FILE FOLDER WITH L OUTGEEK AIRSOFT MASK FULL FACE MA BULLHORN WITH BUILT IN SIREN CANON PRINT HEAD	06/30/2020		49.98 107.88 37.00 83.98 57.99 329.89 46.07 333.31
			Total for Check Number 10144:	0.00	1,046.10
10145	11239 86313.001 88359	ASAP HYDRAULICS STATE COLLEGE, HYDRAULIC MOTOR NIPPLE/BRASS MALE INSERT/NPT/STNDRI	06/30/2020		422.26 81.18
			Total for Check Number 10145:	0.00	503.44
10146	11649 1291183	BABST CALLAND CLEMENTS AND ZC PINE HALL LAND USE APPEALS-CIRCLEV.	06/30/2020		4,998.00



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 10146:	0.00	4,998.00
10147	10100 P715958	BEST LINE EQUIPMENT SET OF CARBURET	06/30/2020		14.99
			Total for Check Number 10147:	0.00	14.99
10148	11885 48929	CDI GUIDANCE ADDING A SIGNATURE STAMP	06/30/2020		102.08
			Total for Check Number 10148:	0.00	102.08
10149	10203 4664536	CENTRE DAILY TIMES ZHB MTG JUNE 23	06/30/2020		565.38
			Total for Check Number 10149:	0.00	565.38
10150	10231 492355	CLEARFIELD WHOLESALE PAPER CO CLEANER/DEGREASER	06/30/2020		73.81
			Total for Check Number 10150:	0.00	73.81
10151	10232 2019-20.2	CLEARWATER CONSERVANCY MS4 OUTREACH AND EDUCATION ASSIST.	06/30/2020		360.91
			Total for Check Number 10151:	0.00	360.91
10152	10234 INPP3787161	CLEVELAND BROTHERS EQUIP CO IN SWITCH	06/30/2020		285.67
			Total for Check Number 10152:	0.00	285.67
10153	10243 10006-JUN20 10007-JUN20	COLUMBIA GAS OF PA INC OFFICE GAS GARAGE GAS	06/30/2020		92.86 61.29
			Total for Check Number 10153:	0.00	154.15
10154	10324 061620	DONS POWER EQUIPMENT SPOOL STRING FOR LANDSCAPING	06/30/2020		36.99
			Total for Check Number 10154:	0.00	36.99
10155	10325 01-65619	DOTTERER EQUIPMENT INC GEARBOX COMPLETE	06/30/2020		2,371.26
			Total for Check Number 10155:	0.00	2,371.26
10156	10374 7-045-02396 7-045-02396	FEDERAL EXPRESS STNRD OVRNGHT TO OLGA LEVI STNRD OVRNGHT TO SUBPOENA PROCES	06/30/2020		39.36 72.19
			Total for Check Number 10156:	0.00	111.55
10157	11635 27230893	GREAT AMERICA FINANCIAL SERVICE COPIER LEASE 5052CI	06/30/2020		217.64
			Total for Check Number 10157:	0.00	217.64
10158	10474 840473	GEORGE K HALDEMAN 20 TUBES OF GREASE	06/30/2020		139.20

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 10158:	0.00	139.20
10159	10491 3507	HINTON & ASSOCIATES TOTAL CARE MONTHLY NETWORK SUPPC	06/30/2020		18,975.00
			Total for Check Number 10159:	0.00	18,975.00
10160	11727 204P/20-18727	HUNTER TRUCK SALES STRAP DOOR/PIN	06/30/2020		35.53
			Total for Check Number 10160:	0.00	35.53
10161	10515 56165	HYDRAULIC SOLUTIONS INC REPAIR LEAKING JACK/SEAL KIT	06/30/2020		760.00
			Total for Check Number 10161:	0.00	760.00
10162	11497 063020	ICMA MEMBERSHIP RENEWALS 2020 ICMA DUES MARTIN, C	06/30/2020		500.00
			Total for Check Number 10162:	0.00	500.00
10163	10554 30194 30323	JARU ASSOCIATES INC SMALL FORMAT PRINTS SMALL FORMAT PRINTS	06/30/2020		11.50 4.30
			Total for Check Number 10163:	0.00	15.80
10164	10565 231305	JOHN TENNIS TOWING WHEEL LIFT	06/30/2020		290.00
			Total for Check Number 10164:	0.00	290.00
10165	10568 130511 130513	K & S DISTRIBUTION OIL OIL ADDITIVE	06/30/2020		138.00 422.80
			Total for Check Number 10165:	0.00	560.80
10166	10644 060420 060420 060820 061220 061720 061720 062420 063020	LOWES COMPANIES INC VEL 2IN X 15FT DRIVE BIT SET SOAP HOSE ANT BAIT RECIP SALT CRYSTALS MARKING PAINT	06/30/2020		27.00 8.98 8.14 4.45 4.14 118.61 33.10 11.92
			Total for Check Number 10166:	0.00	216.34
10167	11704 063020 063020 063020 063020	MADISON NATIONAL LIFE BASIC LIFE AD&D STD LTD VOL LIFE INS	06/30/2020		1,422.03 1,279.32 1,362.16 501.02
			Total for Check Number 10167:	0.00	4,564.53
10168	10762 27245911	MARCO COPIER LEASE 3252CI	06/30/2020		430.03

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 10168:	0.00	430.03
10169	10673 DDX28A DDX77A	MCCARTNEYS INC 2 EA POCKET FILE POUCH/CLIPS/PENS/DISC	06/30/2020		105.82 147.79
			Total for Check Number 10169:	0.00	253.61
10170	10674 13 6	MCCORMICK TAYLOR INC ES-382 ES-402	06/30/2020		600.00 660.00
			Total for Check Number 10170:	0.00	1,260.00
10171	10688 3408	MID STATE BATTERY LLC 144 ENEGIZER INDUSTRIAL AA AND 144 A	06/30/2020		135.36
			Total for Check Number 10171:	0.00	135.36
10172	11807 1399232 1401482 1403761	MODEL UNIFORMS PW UNIF CLEAN PW UNIF CLEAN PW UNIF CLEAN	06/30/2020		122.24 122.24 122.24
			Total for Check Number 10172:	0.00	366.72
10173	11332 9793	NTM ENGINEERING INC FLOODPLAIN VARIANCE	06/30/2020		649.01
			Total for Check Number 10173:	0.00	649.01
10174	11378 F73000415040	P & A GROUP MONTHLY FEE JULY 20	06/30/2020		121.50
			Total for Check Number 10174:	0.00	121.50
10175	10788 1152002	PA DEP STORAGE TANK REGISTRATION/PERMIT	06/30/2020		100.00
			Total for Check Number 10175:	0.00	100.00
10176	10819 062220	PATTON TOWNSHIP SUPERVISORS SIGN REFUND	06/30/2020		35.00
			Total for Check Number 10176:	0.00	35.00
10177	11677 I002713	PLANET TECHNOLOGIES EXCHNGONLNPLAN2GOV SHREDSVR ACI	06/30/2020		19.32
			Total for Check Number 10177:	0.00	19.32
10178	11893 063020	JAYMES PROGAR TUITION PROGAR	06/30/2020	VOID	1,413.72
			Total for Check Number 10178:	1,413.72	0.00
10179	10927 2628	REDLINE SPEED SHINE FLEET MEMBERSHIP	06/30/2020		280.33
			Total for Check Number 10179:	0.00	280.33
10180	10945	ROBINSON SEPTIC SERVICE INC	06/30/2020		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	193531	HAND SINK			145.00
	193532	PORTABLE TOILET			120.00
	193650	EXTRA SERVICE			100.00
			Total for Check Number 10180:	0.00	365.00
10181	10973 060720	SAMS CLUB DIRECT LYSOL/DISINFECTING WIPES/LINER/TOWI	06/30/2020		305.28
			Total for Check Number 10181:	0.00	305.28
10182	11476 100982451-001	SITE ONE LANDSCAPE SUPPLY LIQUID HERBICIDE	06/30/2020		293.03
			Total for Check Number 10182:	0.00	293.03
10183	11017 1409708	SOSMETAL PRODUCTS INC SPRAY BOTTLE/NOZZLE/HOOK/DOUBLE C	06/30/2020		282.14
			Total for Check Number 10183:	0.00	282.14
10184	11029 18-324-19	STAHL SHEAFFER ENGINEERING LL ES-341	06/30/2020		11,293.32
			Total for Check Number 10184:	0.00	11,293.32
10185	11037 052720 052720 062520	STATE COLLEGE FORD LINCOLN INC CABIN FIXTURES BRAKE PARTS FIX HEATER PROGRAM	06/30/2020		56.52 418.63 102.50
			Total for Check Number 10185:	0.00	577.65
10186	11589 4464	STOICHEFF'S AUTO PARTS CHAIN14"	06/30/2020		38.00
			Total for Check Number 10186:	0.00	38.00
10187	11055 1468283	STONER INC TIRE FINISH/TRIM SHINE/COATING WASH	06/30/2020		60.55
			Total for Check Number 10187:	0.00	60.55
10188	11058 143717	STOVER MCGLAUGHLIN PREPARE AND FORWARD COVID 19 EMAIL	06/30/2020		153.00
			Total for Check Number 10188:	0.00	153.00
10189	11763 1020586595-0001	SUNBELT RENTALS, INC. LAWN EDGER RENTAL	06/30/2020		41.00
			Total for Check Number 10189:	0.00	41.00
10190	11484 063020 070620	SUPERIOR LUMBER, INC TADPOLE ROAD FROM CHUCK HARPSTEF TADPOLE ROAD FROM CHUCK HARPSTEF	06/30/2020		60.43 10,000.00
			Total for Check Number 10190:	0.00	10,060.43
10191	11729 31330	THE HR OFFICE PERIOD 6/14-6/20 DEMCHAK, RHONDA R	06/30/2020		161.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 10191:	0.00	161.00
10192	11159	VERIZON WIRELESS	06/30/2020		
	716485461-00001	POLICE CELL USE			99.17
	716485461-00001	CELL PHONE WITHHOLDING			44.00
	716485461-00001	JENNA HOT BOX USE/EQUIPMENT			40.37
	716485461-00001	POLICE CELL PHONE WITHHOLDING			-44.00
	716485461-00001	PZ & OEO CELL USE			36.18
	716485461-00001	AIRTIME CARD USE			40.01
	716485461-00001	FAITH HOT BOX USE/EQUIPMENT			40.18
	716485461-00001	ADM CELL USE			44.80
			Total for Check Number 10192:	0.00	300.71
10193	11173	WALKER & WALKER EQUIPMENT II I	06/30/2020		
	IS03056B	MOWER PARTS			83.96
			Total for Check Number 10193:	0.00	83.96
10194	11192	WEST PENN POWER	06/30/2020		
	0840-JUN20	WHITEHILL RD/RESEARCH DRIVE	01.433.036		41.87
	2239-JUN20	S WATER ST	01.433.036		25.03
	2449-JUN20	WESTERLY PKWY BLUE CR	01.433.036		32.18
	2510-JUN20	W CHERRY LN MARTIN ST	01.433.036		47.28
	2691-JUN20	SCIENCE PARK ROAD	01.433.036		38.60
	2711-JUN20	SCIENCE PARK ROAD	01.433.036		58.11
	3377-JUN20	BRISTOL AVE	01.433.036		37.04
	5290-JUN20	1901 CIRCLEVILLE ROAD	01.433.036		36.47
	5727-JUN20	OFFICE COMPLEX	01.409.036		1,380.10
	5843-JUN20	1301 W COLLEGE AVE	01.433.036		48.03
	6113-JUN30	GARAGE/MAINT BLDG	01.409.036		283.94
	6150-JUN20	OLD GATESBURG ROAD	01.433.036		81.26
	6438-JUN20	1209 N ATHERTON ST	01.433.036		33.37
	6651-JUN20	BIKE TUNNEL	01.433.036		126.31
	6725-JUN20	BLDG #3	01.409.036		181.13
	6735-JUN20	N HILLS DR	01.433.036		37.99
	7407-JUN20	PGM-BLINKER-WEST	01.433.036		10.34
	7595-JUN20	1282 N ATHERTON ST	01.433.036		47.09
	7852-JUN20	PGM-BLINKER-EAST	01.433.036		10.34
	7920-JUN20	N ATHERTON ST	01.433.036		32.05
	8100-JUN20	2100 W COLLEGE AVE	01.433.036		42.51
	8136-JUN20	BLUE COURSE DR & HAVENSHIRE DR	01.433.036		40.88
	9110-JUN20	W COLLEGE AVE	01.433.036		42.15
	9975-JUN30	AARON DR MARTIN ST	01.433.036		43.17
			Total for Check Number 10194:	0.00	2,757.24
10195	10771	WITMER PUBLIC SAFETY GROUP INC	06/30/2020		
	2023296	VESTS 4 EA			4,522.00
	2024977.003	HOLDS ONE XTS TYPE RADIO/PISTOL/CUI			52.00
			Total for Check Number 10195:	0.00	4,574.00
62520	11035	STATE COLLEGE BOROUGH WATER A	06/25/2020		
	A-1530-095-11	BRISTOL AVE WATER			13.50
	A-1541-002-0	BUILDING #3 WATER			86.50
			Total for Check Number 62520:	0.00	100.00
62520	11035	STATE COLLEGE BOROUGH WATER A	06/25/2020		

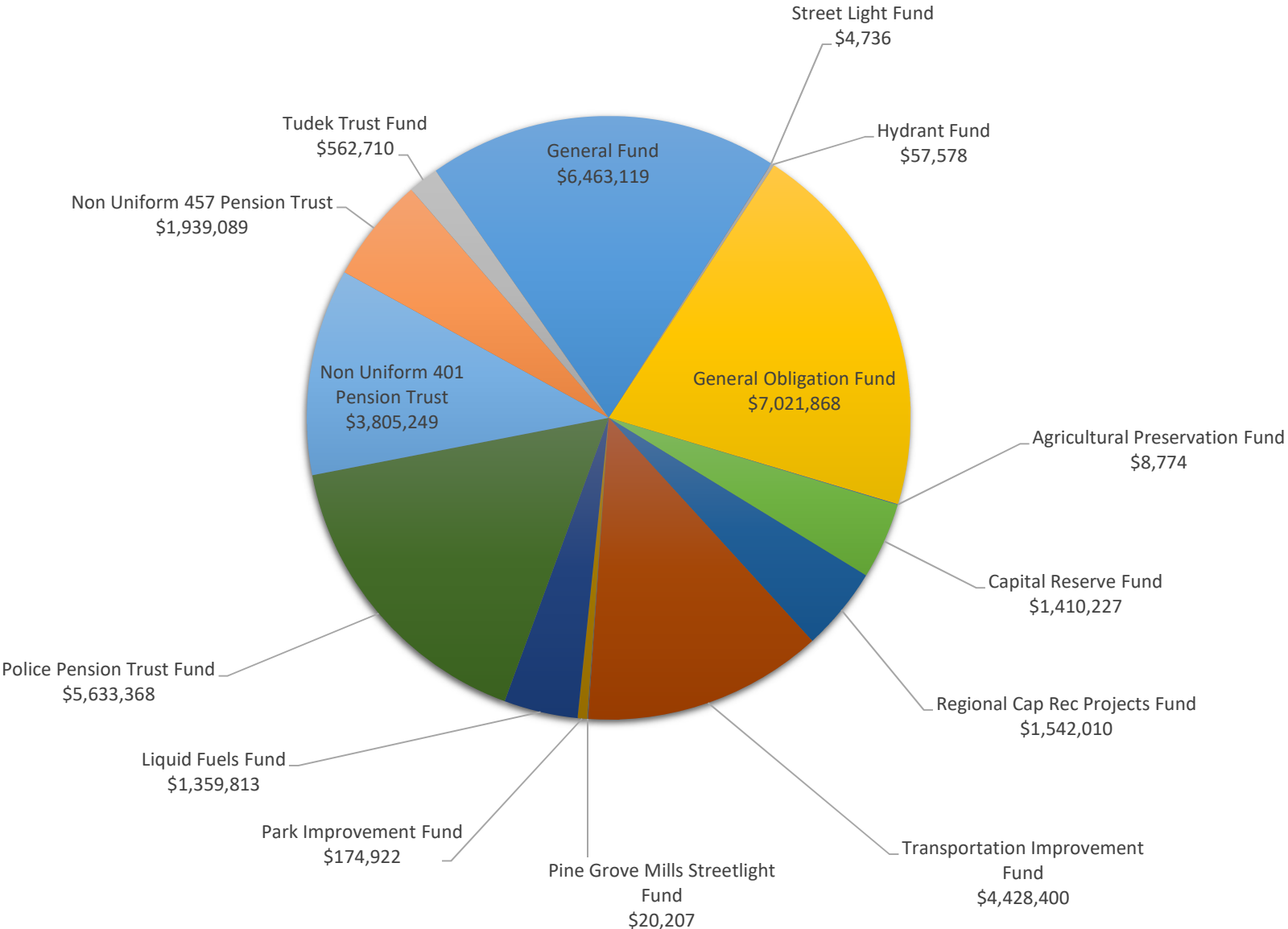
Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	C-1590-159-0	DOG PARK WATER			20.50
			Total for Check Number 62520:	0.00	20.50
2017073	11892 E3X52101-01	JACOBS ENGINEERING GROUP INC TRAFFIC SIGNAL SYSTEM CONSULTING S	06/30/2020		6,425.63
			Total for Check Number 2017073:	0.00	6,425.63
2017074	10997 20200916	SIGNAL CONTROL PRODUCTS INC FIRST IN SERIES OF REQUISITIONS FOR RA	06/30/2020		10,828.00
			Total for Check Number 2017074:	0.00	10,828.00
20190925	11827	CENTRE FOUNDATION DUMMY CHECK FOR ACH SETUP	06/30/2020 VOID		
			Total for Check Number 20190925:	0.01	0.00
20190926	10610 9766	LANDSCAPE II HARDSCAPING AND LANDSCAPING FOR 1	06/30/2020		15,159.00
			Total for Check Number 20190926:	0.00	15,159.00
20190927	11192 6563-JUN30	WEST PENN POWER 425 PARK CREST LANE	06/30/2020 93.454.249		15.10
			Total for Check Number 20190927:	0.00	15.10
20190928	11515 062520	PAULA WHITE 8EA 11X8FT PINE BOARDS	06/30/2020		48.00
			Total for Check Number 20190928:	0.00	48.00
			Report Total (124 checks):	1,703.73	851,797.88



# *MONTHLY TREASURERS REPORT*

MAY 2020

### CASH BALANCES BY FUND - MAY 31, 2020





# Ferguson Township Treasurer's Report

May 31, 2020

## Statement of Cash Balances

### General Fund

**Checking**

Jersey Shore State Bank Operating (3245)	4,324,027.27
JSSB Flex Plan Checking (8757)	24,568.11
Ameriserv Money Market 2602	261,649.71
Ameriserv CD (0210) (matures 12/3/21)(1/3 of total)	268,156.08
PLGIT General Fund Classs (3017)	217,414.26
PLGIT General Fund Prime (3017)	801,724.34
PLGIT General Fund CD (matures 6/30/20)	247,000.00

**Investments**

JSSB/Voya Brokerage Account (@ market)	318,579.37
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**TOTAL GENERAL FUND**

**6,463,119.14**

### Other Funds

**Fund 02 Street Lights**

JSSB Checking (4836)	4,735.57
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**Fund 03 Fire Hydrant**

JSSB Checking (4844)	57,578.06
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**Fund 16 General Obligation**

JSSB Checking (4852)	427,179.81
JSSB 2019 Bond Checking	6,594,688.29

**Fund 19 Agricultural Preservation**

JSSB Checking (4879)	8,774.24
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**Fund 30 Capital Reserve**

Paypal Account	31,888.98
JSSB Checking (Employee Wellness Sinking Fund)(4909)	13,449.44
JSSB Capital Reserve Checking (3555)	551,696.17
JSSB Checking (Police Equipment Sinking Fund) (1711)	94.97
JSSB Checking (PW Equipment Sinking Fund)(4895)	575,001.70
JSSB Checking (Bldg Equipment Sinking Fund)(4887)	238,095.24

**Fund 31 Regional Capital Recreation Projects**

JSSB Checking (3547)	1,012,204.30
Ameriserv Money Market 2818	261,649.71
Ameriserv CD (0210) (matures 12/3/21)(1/3 of total)	268,156.08

**Fund 32 Transportation Improvement**

JSSB Checking (3539)	2,580,899.85
PLGIT Checking (Class & Plus)(3261)	66,144.40
PLGIT Checking (Prime)(3261)	1,005,550.38
PLGIT CD (matures 11/6/20)	246,000.00
Ameriserv Money Market 2693	261,649.71
Ameriserv CD (0210) (matures 12/3/21)(1/3 of total)	268,156.08

**Fund 33 Pine Grove Mills Street Lights**

# Ferguson Township Treasurer's Report

May 31, 2020

## Statement of Cash Balances

JSSB Checking (4917)	20,207.39
<b><u>Fund 34 Park Improvement</u></b>	
JSSB Checking (4925)	174,922.47
<b><u>Fund 35 Liquid Fuels</u></b>	
JSSB Checking (4933)	441,470.32
PLGIT Checking (Class) (3020)	517,438.44
PLGIT Checking (Prime) (3020)	400,904.44
PLGIT CD (3020)	0.00
<b><u>Fund 93 Tudek Memorial Trust</u></b>	
JSSB Checking (4976)	26,923.06
FNB Investments (@market)	147,057.61
Centre Foundation Investments	388,729.02
<b>TOTAL OTHER FUNDS</b>	<b>16,591,245.73</b>
<b>TOTAL NON PENSION FUNDS</b>	<b>23,054,364.87</b>
<b>Employer Pension Trust Funds</b>	
<b><u>Fund 60 Police Pension Trust</u></b>	
JSSB Checking (4941)	24,887.71
PNC Enterprise Checking (9642)	52,245.81
PNC Investments (@market)(includes accrued interest)	5,556,234.28
<b><u>Fund 65 Non Uniformed 401a Pension Trust</u></b>	
JSSB Checking (4968)	102.07
ICMA-RHS (801695) Employee Retirement Health Savings Trust (@ market)	80,836.30
ICMA-401 (108860) Employer Pension Investment Trust (@ market)	3,724,311.03
<b>TOTAL PENSION TRUST FUNDS</b>	<b>9,438,617.20</b>
<b>GRAND TOTAL</b>	<b>32,492,982.07</b>
<b>Employee Pension Trust Funds</b>	
<b><u>Fund 66 Non Uniformed 457 Pension Trust</u></b>	
ICMA-457 (300747) Employee Pension Investment Trust (@ market)	1,902,901.91
ICMA-ROTH IRA (706007) Employee Pension Investment Trust (@ market)	36,187.00
	<b>1,939,088.91</b>

# Bank Reconciliation

## Uncleared Checks by Fund

User: eendresen  
Printed: 07/15/2020 - 3:41PM  
Checks Before: 05/31/2020



Fund/Check No.	Check Date	Clear Date	System	Vendor/Employee No.	Vendor/Employee Name	Amount
01	GENERAL FUND					
0	05/31/2020	Uncleared	AP	10870	PNC INSTITUTIONAL INVESTMENTS	6,833.96
0	05/31/2020	Uncleared	AP	11216	VANTAGEPOINT TRANSFER AGENTS 401	16,728.39
0	05/31/2020	Uncleared	AP	11218	VANTAGEPOINT TRANSFER AGENTS 457	13,809.50
0	05/31/2020	Uncleared	AP	11381	VANTAGEPOINT TRANSFER AGENTS-706007 ROTH	362.56
6192	09/29/2017	Uncleared	AP	11577	CBICC	2,500.00
6255	10/13/2017	Uncleared	AP	11547	FOSTER DANIEL	250.00
6727	01/31/2018	Uncleared	AP	11597	WITHERS KARYN	15.00
7254	06/15/2018	Uncleared	AP	11738	GREENE HERBERT	25.00
7622	08/31/2018	Uncleared	AP	11756	TOMKEIL PAUL	40.00
7947	11/15/2018	Uncleared	AP	11344	PETERSON INDUSTRIES INC.	684.53
8001	11/29/2018	Uncleared	AP	10720	MORRISON SHAWN	25.00
8162	01/15/2019	Uncleared	AP	10670	MAYER JONATHAN	750.00
8358	02/28/2019	Uncleared	AP	11614	SNAP ON INDUSTRIAL	11.47
8596	04/30/2019	Uncleared	AP	10422	GEISINGER HEALTH SYSTEM	157.47
8753	06/15/2019	Uncleared	AP	10755	NITTANY OFFICE EQUIP C O HON	254.10
8799	06/28/2019	Uncleared	AP	10240	COLLEGIATE PRIDE INC	171.92
9001	08/22/2019	Uncleared	AP	10263	CORMANS MAIL SERVICE	2,873.11
9183	10/15/2019	Uncleared	AP	11593	HOME DEPOT CREDIT SERVICES	288.05
9272	11/15/2019	Uncleared	AP	10035	ALS TECHNOLOGIES INC	1,145.00
9297	11/15/2019	Uncleared	AP	11253	INFRADAPT LLC	3,221.44
9340	11/29/2019	Uncleared	AP	11855	ANDERSON INDUSTRIAL MACHINERY	769.80
9437	12/31/2019	Uncleared	AP	10035	ALS TECHNOLOGIES INC	1,145.00
9467	12/31/2019	Uncleared	AP	10670	MAYER JONATHAN	750.00
9562	01/20/2020	Uncleared	AP	11173	WALKER & WALKER EQUIPMENT II LLC	43.19
9717	02/28/2020	Uncleared	AP	11702	BLUE KNOB AUTO	600.00
9725	02/28/2020	Uncleared	AP	11248	CENTRO PRINT SOLUTIONS	100.17
9806	03/15/2020	Uncleared	AP	11797	LANDPRO EQUIPMENT LLC	759.15
9842	03/31/2020	Uncleared	AP	11702	BLUE KNOB AUTO	300.00
9874	03/31/2020	Uncleared	AP	11877	RUSSIAN CHURCH OF CHRIST	78.11
9937	04/30/2020	Uncleared	AP	11219	COMMONWEALTH OF PENNSYLVANIA	50.00

Fund/Check No.	Check Date	Clear Date	System	Vendor/Employee No.	Vendor/Employee Name	Amount
10004	05/15/2020	Uncleared	AP	11702	BLUE KNOB AUTO	300.00
10013	05/15/2020	Uncleared	AP	10142	CNET	1,479.40
10018	05/15/2020	Uncleared	AP	10324	DONS POWER EQUIPMENT	25.96
10023	05/15/2020	Uncleared	AP	10409	FRED CARSON DISPOSAL INC.	234.00
10028	05/15/2020	Uncleared	AP	10565	JOHN TENNIS TOWING	150.00
10037	05/15/2020	Uncleared	AP	11378	P & A GROUP	121.50
10039	05/15/2020	Uncleared	AP	10836	PENN STATE UNIVERSITY	17.28
10042	05/15/2020	Uncleared	AP	11882	PURE MAINTENANCE OF CENTRAL PA	1,285.00
10045	05/15/2020	Uncleared	AP	11752	ST. PAUL LUTHERAN CHURCH	3,000.00
10047	05/15/2020	Uncleared	AP	11033	STATE COLLEGE BATTERY OUTLET	102.00
10059	05/31/2020	Uncleared	AP	10031	ALLIED MECHANICAL & ELECTRICAL	75.00
10060	05/31/2020	Uncleared	AP	11242	AMAZON CAPITAL SERVICES INC	688.29
10061	05/31/2020	Uncleared	AP	10053	APWA MEMBERSHIP	600.00
10062	05/31/2020	Uncleared	AP	11239	ASAP HYDRAULICS STATE COLLEGE, INC	149.64
10063	05/31/2020	Uncleared	AP	10084	BARASH MEDIA	255.00
10064	05/31/2020	Uncleared	AP	10085	BASTIAN TIRE & AUTO CENTERS	315.00
10065	05/31/2020	Uncleared	AP	10100	BEST LINE EQUIPMENT	1,149.41
10066	05/31/2020	Uncleared	AP	10197	CENTRE COUNTY RECYLING & REFUSE AUTHORITY	50.40
10067	05/31/2020	Uncleared	AP	10201	CENTRE COUNTY UNITED WAY	54.00
10068	05/31/2020	Uncleared	AP	10203	CENTRE DAILY TIMES	1,955.53
10069	05/31/2020	Uncleared	AP	10225	CINTAS CORPORATION # 536	65.00
10070	05/31/2020	Uncleared	AP	10231	CLEARFIELD WHOLESALE PAPER COMPANY INC	292.77
10071	05/31/2020	Uncleared	AP	11376	COLONIAL AUTO SUPPLY	1,039.29
10072	05/31/2020	Uncleared	AP	10243	COLUMBIA GAS OF PA INC	681.38
10073	05/31/2020	Uncleared	AP	10284	CUSTOM ALTERATIONS	60.80
10074	05/31/2020	Uncleared	AP	10325	DOTTERER EQUIPMENT INC	63.13
10075	05/31/2020	Uncleared	AP	10373	FAYETTE PARTS SERVICE INC	170.11
10076	05/31/2020	Uncleared	AP	11217	FERGUSON TOWNSHIP POLICE ASSOCIATION	840.00
10077	05/31/2020	Uncleared	AP	10380	FERGUSON TOWNSHIP SUPERVISORS	212,426.47
10078	05/31/2020	Uncleared	AP	10409	FRED CARSON DISPOSAL INC.	234.00
10079	05/31/2020	Uncleared	AP	10420	GAVEK GRAPHICS	195.00
10080	05/31/2020	Uncleared	AP	10644	LOWES COMPANIES INC	50.46
10081	05/31/2020	Uncleared	AP	10762	MARCO	412.80
10082	05/31/2020	Uncleared	AP	11839	MARCO TECHNOLOGIES LLC	119.03
10083	05/31/2020	Uncleared	AP	11807	MODEL UNIFORMS	244.48
10084	05/31/2020	Uncleared	AP	10712	MONARCH CLEANERS	263.25
10085	05/31/2020	Uncleared	AP	10760	NOERRS GARAGE	238.64
10086	05/31/2020	Uncleared	AP	10773	OLD DOMINION BRUSH	399.65
10087	05/31/2020	Uncleared	AP	10830	PENN PRIME TRUST	22,074.00
10088	05/31/2020	Uncleared	AP	10831	PENN PRIME WORKERS COMPENSATION TRUST	32,491.00
10089	05/31/2020	Uncleared	AP	10836	PENN STATE UNIVERSITY	13.68

Fund/Check No.	Check Date	Clear Date	System	Vendor/Employee No.	Vendor/Employee Name	Amount
10090	05/31/2020	Uncleared	AP	11811	PINE HALL DEVELOPMENT COMPANY	1,003.87
10091	05/31/2020	Uncleared	AP	11490	RECONYX, INC	970.51
10092	05/31/2020	Uncleared	AP	10927	REDLINE SPEED SHINE	560.66
10093	05/31/2020	Uncleared	AP	10932	RESERVE ACCOUNT	1,000.00
10094	05/31/2020	Uncleared	AP	11716	ROD'S SALES & SERVICE	30.74
10095	05/31/2020	Uncleared	AP	11476	SITE ONE LANDSCAPE SUPPLY	2,448.62
10096	05/31/2020	Uncleared	AP	11017	SOSMETAL PRODUCTS INC	493.26
10097	05/31/2020	Uncleared	AP	11037	STATE COLLEGE FORD LINCOLN INC	548.70
10098	05/31/2020	Uncleared	AP	11080	T C TRANSPORT INC	1,088.00
10099	05/31/2020	Uncleared	AP	11729	THE HR OFFICE	350.75
10100	05/31/2020	Uncleared	AP	11136	U S MUNICIPAL SUPPLY INC	3,374.25
10101	05/31/2020	Uncleared	AP	11173	WALKER & WALKER EQUIPMENT II LLC	1,039.80
10102	05/31/2020	Uncleared	AP	11192	WEST PENN POWER	2,708.69
10103	05/31/2020	Uncleared	AP	10771	WITMER PUBLIC SAFETY GROUP INC	2,708.00
10104	05/31/2020	Uncleared	AP	11205	WOODRINGS FLORAL GARDENS	691.55
Fund 01 Total:						358,141.67
02	STREET LIGHT FUND					
125	05/31/2020	6/30/2020	AP	11192	WEST PENN POWER	1,369.12
Fund 02 Total:						1,369.12
03	HYDRANT FUND					
200409	04/09/2020	6/30/2020	AP	11035	STATE COLLEGE BOROUGH WATER AUTHORITY	27,132.00
Fund 03 Total:						27,132.00
30	CAPITAL RESERVE FUND					
725	05/31/2020	6/30/2020	AP	11242	AMAZON CAPITAL SERVICES INC	132.04
726	05/31/2020	6/30/2020	AP	10236	CMT LABORATORIES	913.75
727	05/31/2020	6/30/2020	AP	11888	WESTMORELAND ELECTRIC SERVICES LLC	140,709.36
Fund 30 Total:						141,755.15
32	TRANSPORT IMPROVEMENT FUND					
2017036	10/15/2018	6/30/2020	AP	10819	PATTON TOWNSHIP SUPERVISORS	9,898.12
Fund 32 Total:						9,898.12
35	LIQUID FUELS FUND					
348	05/31/2020	6/30/2020	AP	11291	GENERAL HIGHWAY PRODUCTS	3,290.00
Fund 35 Total:						3,290.00

<b>Fund/Check No.</b>	<b>Check Date</b>	<b>Clear Date</b>	<b>System</b>	<b>Vendor/Employee No.</b>	<b>Vendor/Employee Name</b>	<b>Amount</b>
93	TUDEK PARK TRUST FUND					
20190924	05/31/2020	6/30/2020	AP	11192	WEST PENN POWER	14.92
					Fund 93Total:	14.92
					Grand Total:	541,600.98

RECEIVED JUN 22 2020

BAXTER, Dan & Ellen  
1278 Longfellow Lane  
State College, PA 16803

Ferguson Township hearing application for variance

6/22/2020



Township of

Planning & Zoning Department

Pennsylvania

**Ferguson Township, Centre County, Pa.  
Application for Zoning Variance/Appeal Hearing**

20327

Application for a Hearing must be filed in the name of the owner of record or in the name of the holder of an option or a contract to purchase, or in the name of the lessee if authorized under a lease.

The application must be completed in full and the following must accompany the application:

1. Thirteen (13) copies of the application.
2. Thirteen (13) copies of a diagram or site plan (as outlined on page 3).
3. For a Variance Hearing a non-refundable filing fee of \$300.00 (make check payable to Ferguson Township).
  - For an Appeal Hearing a filing fee of \$500.00 (make check payable to Ferguson Township). The Appeal Hearing fee is refundable if the applicant prevails in the appeal of a notice of violation.
  - If applying for both a Variance Hearing and an Appeal Hearing both the Variance fee of \$300.00 and the Appeal fee of \$500.00 must be paid to the Township.
4. A copy of the applicant's deed or other instrument showing authority to file this application must be attached.
  - If the instrument attached does not contain a legal description, a legal description must be provided.

All material should be submitted to the Ferguson Township Zoning Office no later than 5:00 PM on the fourth Monday of the month. All incomplete applications will not be processed.

Email dan.baxter@baxterbots.com

**ENTRY OF APPEARANCE**

Name Dan Baxter

Address 1278 Longfellow Ln, State College, PA 16803

I am appearing on my own behalf  (Check if this is true.)

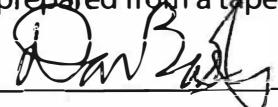
I am representing \_\_\_\_\_



Please send me notice at the above address of any final decisions in this matter.

**WAIVER OF STENOGRAPHIC RECORD**

I agree to waive the requirements of Section 908(7) of the Pennsylvania Municipalities Planning Code which requires that a stenographic record of the proceedings be made, and consent that a record of the proceedings be prepared from a tape recording of the hearing and the recording secretary's minutes.

Applicant's Signature 

Date 6-18-2020

The undersigned hereby applies to the Ferguson Township Zoning Hearing Board for a hearing under the provisions of the Ferguson Township Zoning Ordinance affecting the following premises in the manner herein described.

Applicant Dan + Ellen Baxter

Address 1278 Longfellow Ln., State College, PA 16803

Phone FAX 814 861 0957

Owner Dan + Ellen Baxter

Address 1278 Longfellow Ln., State College, PA 16803

Phone FAX 814 861 0957

1. Location of premises 1278 Longfellow Ln., State College, PA 16803

2. Centre County Tax Map Parcel Number 24-432-,108-,0000-

3. Present zoning Ferguson Twp., Residential

4. How long has the applicant held an interest in the property? 16 years

5. Present use of the premises Private Home

6. Proposed use of the premises Private Home with pool

7. Explain extent of proposed alteration(s), if any: Add an inground pool with concrete decking and fence

8. Describe all existing structures, including type size and height: 2680 sq' home with 3 car garage and shed at the back of lot, parcel is 1.26 acres

9. Has the property been involved in previous zoning hearing(s)? \_\_\_\_\_ If so, describe date of hearing, nature of hearing and outcome of hearing:

\_\_\_\_\_

\_\_\_\_\_

10. For new construction or alterations:

- a) Have plans been submitted to the Zoning Officer? \_\_\_\_\_
- b) Has he/she reviewed, approved, and signed the plans? \_\_\_\_\_
- c) Has he/she issued a permit? \_\_\_\_\_

11. For a variance hearing, describe the provisions or regulations of the Ferguson Township Zoning Ordinance under which application for a variance is sought:

Setback Ordinance: Chapter 27-209, 1.1 - 200' ag buffer. We want to push into the setback by 15 feet.

12. For an appeal hearing, describe the alleged misinterpreted or misapplied provision of the ordinance which will be relieved by granting this appeal:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

13. A variance will be granted only upon the showing of an unnecessary hardship meeting all of the following criteria:

- a) The unnecessary hardship is caused by unique physical circumstances in the size, shape or topography of the lot.
- b) Because of the unnecessary hardship so caused, the lot cannot be developed in conformity with the Zoning Ordinance.
- c) The unnecessary hardship was not created by the applicant. a) Key map showing the generalized location of the property.
- d) The variance, if granted, would not alter the essential character of the neighborhood, impair the use or development of adjacent property or be detrimental to the public welfare.
- e) The variance would be the minimum necessary to afford relief and would be the least possible modification of the Zoning Ordinance.

Describe hardship, as listed above, which will be relieved by granting this variance:

200' setback does not allow enough room for a pool, concrete deck and required fence. To accomidate this we request to push into the setback 15 feet.

---

14. Attach a diagram or site plan showing the following:

- a) Key map showing the generalized location of the property.
- b) North point.
- c) Name and address of all abutting property owners.
- d) Total tract boundaries of the property showing approximate distances and a statement of total acreage of the tract.
- e) All existing streets including streets of record (recorded but not constructed) on or abutting the tract including names and right-of-ways.
- f) If relevant to the application, existing sewer lines, water lines, fire hydrants, utility lines, culverts, bridges, railroads, watercourses, and easements.
- g) All existing buildings or other structures and approximate location of all tree masses.

15. List all abutting property owners. Include full name, address, and telephone numbers

- Justin + Erin Loy : 1328 Vineyard Hvn., State College PA 16803  
(858) 864-6058 wireless
- Jay + Karen Aubuchon: 1318 Vineyard Hvn. State College PA 16803  
(814) 238-1393
- Doug + Liz Weber : 1308 Vineyard Hvn. State College PA 16803  
(814) 330-5693
- Brian + Jen Fleury : 1268 Longfellow Ln. State College PA 16803  
(814) 238-5890

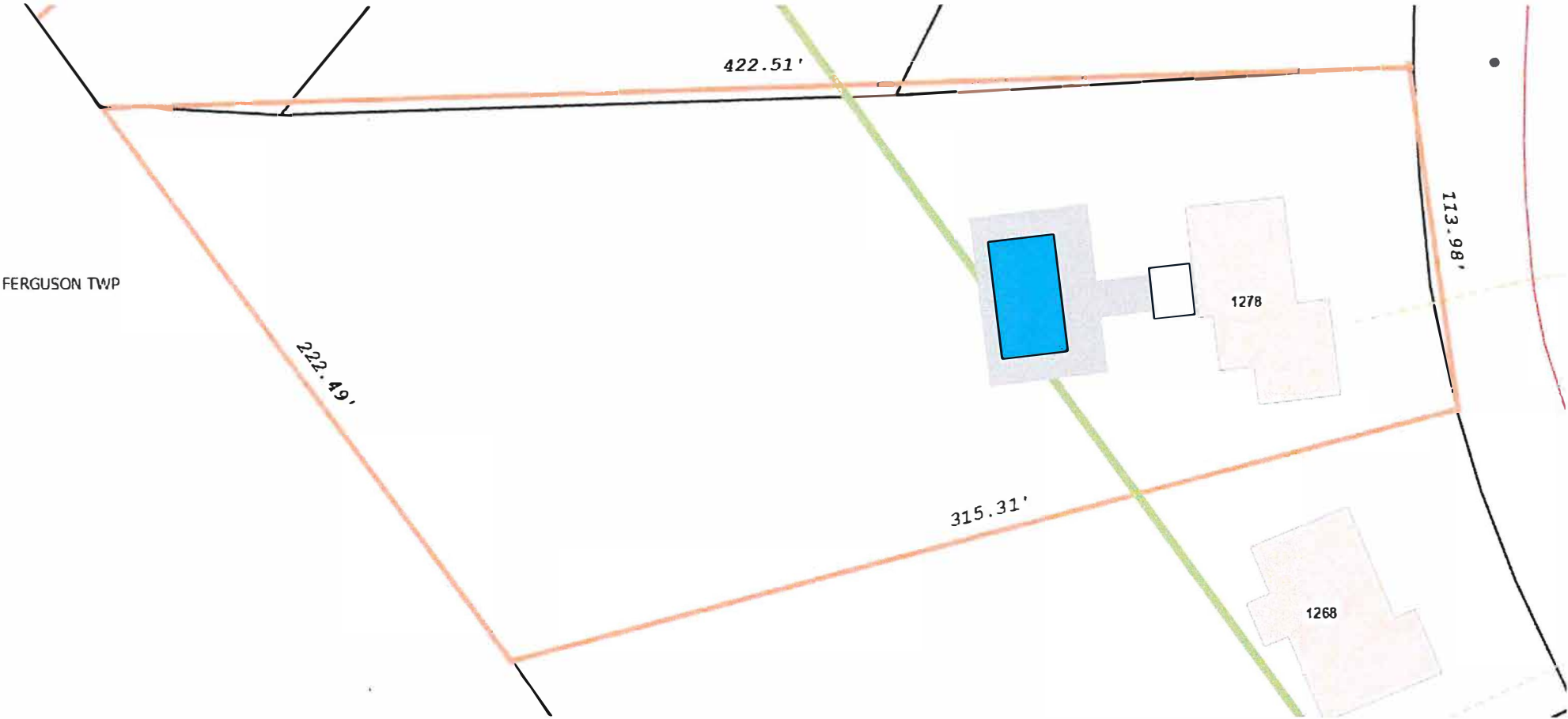
FOR STAFF USE ONLY:

- Plans submitted
- Advertised
- Posted
- Fee Paid

- Dan + Kay Barker; 160 Dartmouth Ln.  
State College, PA 16803

(814) 237-7559

Baxter Pool Layout & Lot Dimensions  
*Current Setback Intersects Pool*







Location of Property:  
1278 Longfellow Lane

Name & Addresses of abutting Properties:

C1 – Justin and Erin Loy  
1328 Vineyard Haven  
State College, PA 16803

C2 – Jay and Karen Aubuchon  
1318 Vineyard Haven  
State College, PA 16803

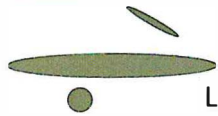
C3 – Doug and Liz Weber  
1308 Vineyard Haven  
State College, PA 16803

C4- Brian and Jen Fleury  
1268 Longfellow Lane  
State College, PA 16803

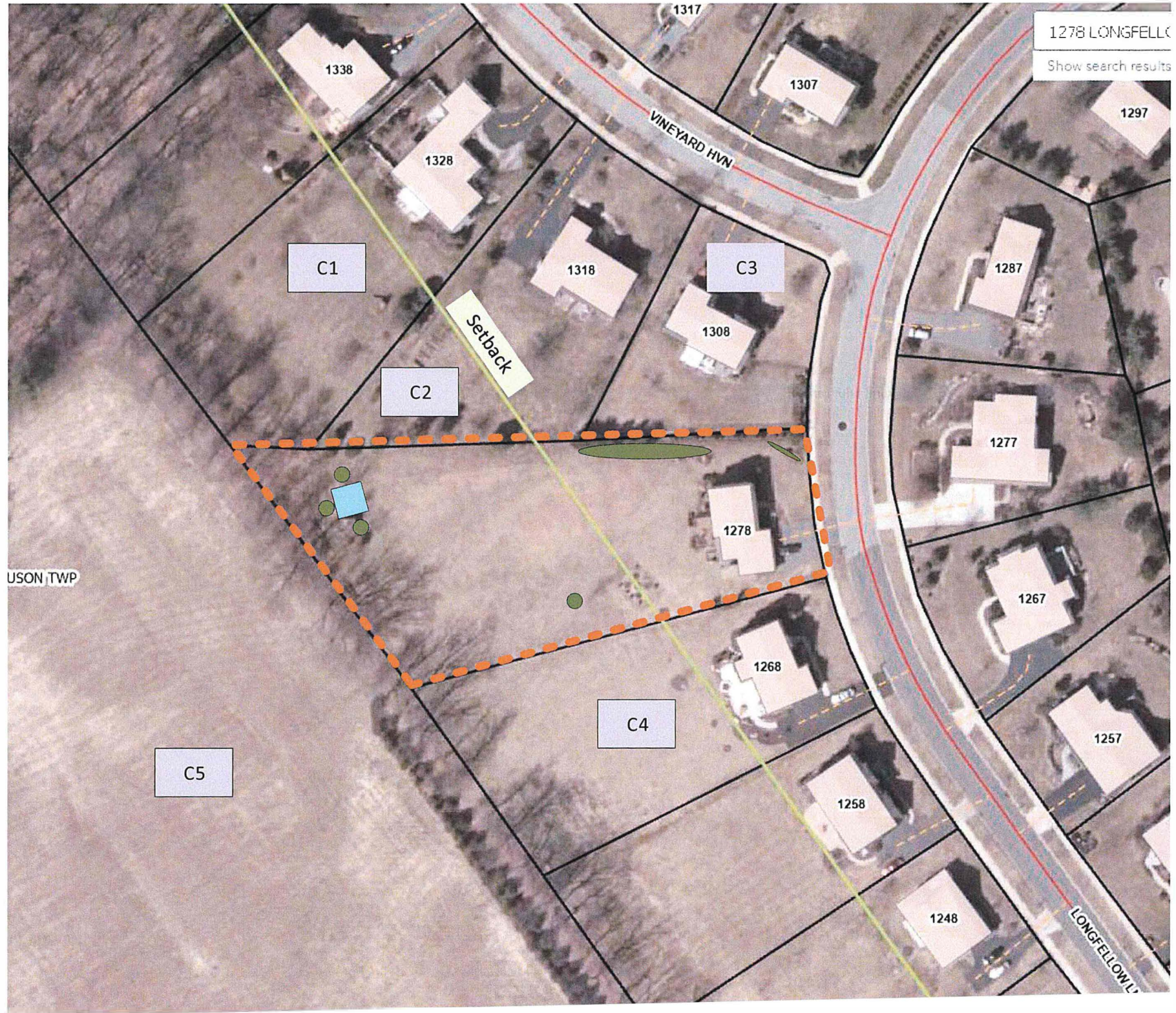
C5- Dan and Kay Barker  
160 Dartmouth Lane  
State College, PA 16803



Shed



Landscaping







RECORD BOOK 100100100 PAGE         
RECORDED ON THE INDICATED  
DATE & TIME IN THE ABOVE BOOK & PAGE.  
INST #

001843

2003 SEP 16 P 2:22

*summary*  
44  
1090  
1907.50  
4000

*Joseph L. Davidson*  
CENTRE COUNTY RECORDER OF DEEDS

-----Above space for recording-----

# Deed

MADE the 27<sup>th</sup> day of August in the year two thousand three (2003).

BETWEEN:

**MICHAEL J. GRIFFEY and JOAN S. GRIFFEY**, husband and wife. of Fairfax, Virginia,  
parties of the first part,

**GRANTORS**

- AND -

**DANIEL N. BAXTER and ELLEN R. BAXTER**, husband and wife, of State College, Pennsylvania,  
parties of the second part,

**GRANTEES**

WITNESSETH, that the said Grantors, for and in consideration of the sum of **ONE HUNDRED NINE THOUSAND AND 00/100 (\$109,000.00) DOLLARS**, lawful money of the United States of America, paid by the said Grantees to the said Grantors. at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged. has granted, bargained, sold, conveyed, released and confirmed, and by these presents does grant, bargain, convey, sell, release and confirm unto the said Grantees, their heirs, successors and assigns.

**ALL** that certain message, tenement and tract of land situate, in the Township of Ferguson, County of Centre, Commonwealth of Pennsylvania, more fully bounded and described as follows, to wit;

**BEGINNING** at an iron pin, being an easterly corner of Lot No. 35 and lying in a westerly right-of-way line of Longfellow Lane (50 foot right-of-way); thence along a curve to the left, having a chord bearing of South 08° 11' 10" East, a chord distance of 101.26 feet, a radius of 425.00 feet, and an arc distance of 101.50 to an iron pin, lying in said right-of-way line and being a northerly corner of Lot No. 37, Section V, Saybrook Subdivision; thence along said Lot, South 74° 58' 19" West, 330.09 feet to an iron pin, being a westerly corner of said lot and lying in a northerly boundary line of lands owned now or formerly by Marlin A. & Nevin E. Guiser (Deed Book 691, page 111); thence along said land, North 36° 00' 54" West, 217.19 feet to an iron pin, lying along said lands and being a southerly corner of Lot No. 33; thence along Lots No. 33, 34 and 35, North 88° 39' 20" East, 432.21 feet to an iron pin, being the place of beginning.

**CONTAINING** 1.2624 acres and being known as Centre County Uniform Parcel Identifier Tax Parcel Number 24-432/108.

**BEING** the same premises granted and conveyed to Michael J. Griffey and Joan S. Griffey by deed of S & A Custom Built Homes Inc., Robert E. Poole, Don E. Haubert and Thomas F. Songer partners T/D/B/A WPSH Associates dated March 26, 2001 and recorded in Centre County Record Book 1225, Page 0989.

**BEING** known as Lot No. 36 as shown on the Saybrook Single-Family Residential Development Final Subdivision Plan, Section IV, prepared by PennTerra Engineering, Inc., State College, PA, as recorded in Centre County Plat book 56 at page 28.

**UNDER AND SUBJECT** to a 10 foot wide utility and sidewalk easement along its street frontage.

**UNDER AND SUBJECT** to a Master Declaration of Protective Covenants, dated June 16, 1994 and recorded in Centre County Record Book 764, page 742.

**ALSO, UNDER AND SUBJECT** to a Declaration of Restrictive Covenants, Reservations and Easements, dated June 16, 1994, and recorded in Centre County Record Book 764, page 754.



**TOGETHER** with all and singular the buildings, and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title interest, property, claim and demand whatsoever of them, the said Grantors, as well as in equity, of, in, and to the same.

**TO HAVE AND TO HOLD**, the said premises, with all the buildings and improvements thereon erected, hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs, successors and assigns to and for the only proper use and behoof of the said Grantees, their heirs and assigns forever.

**AND** the said Grantors, for themselves, their heirs, executors and administrators do covenant, promise and agree, to and with the said Grantees, their heirs and assigns, by these presents, that they the said Grantors, and their heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, against them, the said Grantors and their heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, them or any of them, shall and will, subject as aforesaid **SPECIALLY WARRANT** and forever **DEFEND**.

**IN WITNESS WHEREOF**, the parties of the first part have hereunto set their hands and seals the day and year first above written.

SEALED AND DELIVERED IN THE PRESENCE OF

George J. Chase  
George J. Chase

Michael J. Griffey  
Michael J. Griffey

Joan S. Griffey  
Joan S. Griffey



CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the Grantee herein is as follows:

1278 Longfellow Lane  
State College Pa 16803

*Victoria R. Heninger*

Attorney or Agent for Grantee

STATE OF *Virginia*

)

) SS:

COUNTY OF *Fairfax*

)

On this, the *27<sup>th</sup>* day of *August* 2003, before me, a Notary Public. the undersigned officer, personally appeared, **Michael J. Griffey and Joan S. Griffey**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand official seal.

*George A. Chase*  
Notary Public

My Commission Expires: *12/31/04*

ALAN F. KIRK, ESQUIRE  
1375 MARTIN STREET, SUITE 204  
STATE COLLEGE, PA 16803

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF FERGUSON TOWNSHIP, CENTRE COUNTY, PENNSYLVANIA AUTHORIZING THE CHAIRMAN AND SECRETARY TO EXECUTE A WINTER MAINTENANCE AGREEMENT WITH THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION FOR A PORTION OF STATE ROUTE 3018 (WHITEHALL ROAD).**

**BE IT RESOLVED**, by authority of the Township of Ferguson, Centre County, Pennsylvania, and it is hereby resolved by authority of the same, that the Chairman and Secretary be authorized and directed to sign the attached Five Year Winter Maintenance Agreement for a portion of State Route 3018 (Whitehall Road) from SR 0026 (West College Avenue to Blue Course Drive during the winter seasons of 2020-2021; 2021-2022; 2022-2023; 2023-2024; 2024-2025.

**RESOLVED**, this 20<sup>th</sup> day of July 2020.

**TOWNSHIP OF FERGUSON**

By: \_\_\_\_\_  
Steve Miller, Chairman  
Board of Supervisors

[S E A L]

**ATTEST:**

\_\_\_\_\_  
David Pribulka, Secretary

**CERTIFICATION**

I, **David G. Pribulka**, Secretary of the Township of Ferguson, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Supervisors, held the 20<sup>th</sup> day of July 2020.

\_\_\_\_\_  
David G. Pribulka, Secretary

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION**

**WINTER TRAFFIC SERVICES 5 – YEAR**

**AGREEMENT NO** \_\_\_\_\_  
**FID/SSN**  
**SAP VENDOR No.**     **144590**

**THIS AGREEMENT**, fully executed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation (“COMMONWEALTH”).

**AND**  
Ferguson Township, Centre County of the COMMONWEALTH of Pennsylvania, acting through its authorized officials (“MUNICIPALITY”).

**WITNESSETH;**

**WHEREAS**, certain public highways, including bridges with their approaches, in the MUNICIPALITY have been adopted and taken over as part of the State Highway System, to be constructed, improved and maintained by the COMMONWEALTH, upon the terms and conditions and subject to the limitations contained in the Act of May 29, 1945, P.L. 1108; the Act of June 1, 1945, P.L. 1242; and the Act of September 18, 1961, P.L. 1389; all as supplemented and amended; and,

**WHEREAS**, the MUNICIPALITY has the equipment, materials and personnel available and ready to perform snow and ice clearance together with the application of anti-skid and/or de-icing materials for certain State Highways, including bridges with their approaches, within the MUNICIPALITY, in a prompt and efficient manner and has signified its willingness to furnish these winter traffic services for the COMMONWEALTH during the Winter Season(s) of **2020 - 2021; 2021 - 2022; 2022 - 2023; 2023 - 2024; and 2024 - 2025** (the “Winter Season” for the purpose of this Agreement shall be the period from October 15 to April 30 of each season), subject to payment by the COMMONWEALTH to the MUNICIPALITY as described in this Agreement; and

**WHEREAS**, the MUNICIPALITY shall conduct its winter traffic services in a manner satisfactory to the COMMONWEALTH, in order to facilitate the safe and unimpeded flow of vehicular traffic over said State Highways within the MUNICIPALITY in accordance with the terms, covenants and conditions hereinafter set forth in this Agreement; and

**WHEREAS**, the MUNICIPALITY shall conduct the winter traffic services for and in the agreed amount during the term of this Agreement, regardless of the amount of work required.

**NOW, THEREFORE**, the parties hereto, for and in consideration of the foregoing premises and of the mutual promises set forth below, with the intention of being legally bound, agree as follows:

1. The MUNICIPALITY shall undertake and accomplish the required snow and ice clearance together with the application of anti-skid and/or de-icing materials for the State Highways, including bridges and their approaches, as indicated in Exhibit “A” attached to and made part of this Agreement. The MUNICIPALITY shall perform all work in accordance with all applicable PennDOT Specifications (“Publication 408”), policies and procedures set forth in the PennDOT Highway Maintenance Foreman Manual (“Publication 113”) and the PennDOT Maintenance Manual (“Publication 23”), which all are incorporated by reference into this Agreement as though physically attached. This work shall be performed in a prompt and efficient manner so as to facilitate the safe and unimpeded flow of vehicular traffic over the State Highways within the MUNICIPALITY.

2. If, to undertake and accomplish the duties required in Paragraph (1.), the MUNICIPALITY'S forces must traverse a bridge with a posted weight restriction, the MUNICIPALITY agrees to file a permit application with the posting authority and obtain a permit to traverse the bridge pursuant to 67 Pa. Code Chapter 191. The MUNICIPALITY agrees to refile permit applications as needed during the term of this Agreement and to obtain permits for each succeeding winter season for which this Agreement is renewed. Failure to obtain such permits shall be grounds for termination of this Agreement.
3. The COMMONWEALTH shall pay to the MUNICIPALITY, as reimbursement for the services contracted for in this Agreement, the total sum of the rate established for each particular season, as set forth on Exhibit "A," payable on or before November 15th, for each successive Winter Season through the termination of the Agreement. The starting date of this Agreement shall be the date on which the Agreement has been fully executed and approved by the COMMONWEALTH, or the date agreed to by both the MUNICIPALITY and the COMMONWEALTH, whichever comes later. Further, the MUNICIPALITY shall not be permitted to start any work until notified by the COMMONWEALTH that the Agreement has been fully executed and approved, except as set forth in Paragraph 4 below. The MUNICIPALITY shall perform all services for the rates set forth in Exhibit "A," regardless of the amount of work required. The COMMONWEALTH is not responsible for paying additional amounts when the MUNICIPALITY incurs costs for the work in excess of the established rate or does not otherwise meet the guidelines contained in the "Severe Winter Adjustment" both set forth in Exhibit "A" of this Agreement.
4. The MUNICIPALITY undertakes the responsibilities as an independent contractor and its employees and/or lessors or contractors shall not be considered employees of the COMMONWEALTH for any purpose. This Agreement shall be considered a maintenance contract between a Commonwealth agency and a local agency for purposes of 42 Pa. C.S. 8542(b)(6)(ii), relating to acts which may impose liability on local agencies. Further, this Agreement shall not be construed for the benefit of any person or political subdivision not a party to this Agreement, nor shall this Agreement be construed to authorize any person or political subdivision not a party to this Agreement to maintain a lawsuit on or under this Agreement.
5. In the event a winter emergency occurs that necessitates winter traffic services prior to the execution of this Agreement, the District Executive on behalf of the COMMONWEALTH may issue a written letter to the MUNICIPALITY finding that an emergency exists under Section 516 of the Procurement Code and authorizing the MUNICIPALITY to perform the services required by this Agreement subject to the terms and conditions of this Agreement. If the MUNICIPALITY receives an emergency winter traffic services letter from the District Executive prior to execution of this Agreement, because of the critical need to provide winter traffic services to assure public safety on the State Highway System, the COMMONWEALTH shall pay the MUNICIPALITY for any costs incurred to service State Highways as a result of the onset of winter weather emergency necessitating the provision of the services under this Agreement between the beginning of the Winter Season and full execution of this Agreement.
6. The obligations of the MUNICIPALITY under this Agreement shall terminate and end as of midnight on April 30th for each Winter Season.
7. Work performed by the MUNICIPALITY under this Agreement shall be done to the satisfaction of the COMMONWEALTH. Such work shall be subject to inspection by the Secretary of Transportation, the District Executive, and/or their duly authorized representatives.
8. If the MUNICIPALITY fails to comply with the terms of this Agreement to the satisfaction of the COMMONWEALTH, the COMMONWEALTH may terminate the Agreement upon giving ten (10) days written notice to the MUNICIPALITY. If the Agreement is so terminated, then the COMMONWEALTH shall not be further obligated to pay any amount of money to the MUNICIPALITY and the MUNICIPALITY shall be entitled to funds from the COMMONWEALTH in proportion to the period of the Agreement for which services were provided. Therefore, the MUNICIPALITY shall refund to the COMMONWEALTH the balance of the lump sum payment within thirty (30) days of receiving notice from the COMMONWEALTH of the amount due.
9. The COMMONWEALTH reserves the right to terminate this Agreement for convenience if it determined

that termination is in the best interest of the COMMONWEALTH. If the Agreement is so terminated, then the COMMONWEALTH shall not be further obligated to pay any amount of money to the MUNICIPALITY, the MUNICIPALITY shall not be further obligated to perform, and the MUNICIPALITY shall be entitled to payment for all eligible actual costs incurred by the MUNICIPALITY pursuant to this Agreement up to the date when termination is effective.

10. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law, attached as Exhibit “B” and made a part of this Agreement. As used in this exhibit, the term “Contractor” refers to the MUNICIPALITY.
11. The MUNICIPALITY shall comply with the following clauses or provisions attached as Exhibit “C” and incorporated here by reference: The most current versions of the Commonwealth Nondiscrimination / Sexual Harassment Clause, the Contractor Integrity Provisions the Provisions Concerning the Americans with Disabilities Act, the Contractor Responsibility Provisions, and the Enhanced Minimum Wage Provisions.
12. The MUNICIPALITY agrees that the COMMONWEALTH may set off the amount of any state tax liability or other obligation of the MUNICIPALITY or its subsidiaries to the COMMONWEALTH against any payments due the MUNICIPALITY under any contract with the COMMONWEALTH.
13. Because the COMMONWEALTH will be making payments under this Agreement through the Automated Clearing House (“ACH”) Network, the MUNICIPALITY shall comply with the following provisions governing payments through ACH:
  - (a) The COMMONWEALTH will make payments to the MUNICIPALITY through ACH. Within 10 days of the execution of this Agreement, the MUNICIPALITY must submit or must have already submitted its ACH information on a ACH enrollment form (obtained at [www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf](http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf)) and electronic addenda information, if desired to the Commonwealth’s Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9<sup>th</sup> Floor, Harrisburg, PA 17101.
  - (b) The MUNICIPALITY must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania’s ACH remittance advice to enable the contractor to properly apply the state agency’s payment to the respective invoice or program.
  - (c) It is the responsibility of the MUNICIPALITY to ensure that the ACH information contained in the Commonwealth’s Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
14. The Department of Transportation and other agencies of the Commonwealth of Pennsylvania may, at reasonable times and places, audit the books and records of the MUNICIPALITY to the extent that they relate to the MUNICIPALITY’s performance of this Agreement and the costs incurred by the MUNICIPALITY in providing services under it. The MUNICIPALITY shall maintain the books and records for a period of three (3) years from the date of final payment under the Agreement, including all renewals.
15. The Agreement constitutes the entire agreement between the parties. No amendment or modifications of this Agreement shall be valid unless it is in writing and duly executed and approved by both parties.

16. This Agreement shall automatically renew for succeeding Winter Seasons at the rate established for each particular season unless either party shall terminate upon written notice to the other on or before July 31<sup>st</sup> preceding the Winter Season in question.
  
17. The COMMONWEALTH has implemented a Strategic Environmental Management Program (SEMP) which complies with the ISO 14001:2004 standard. As part of SEMP, the COMMONWEALTH has established a Green Plan Policy that can be found at [www.dot.state.pa.us](http://www.dot.state.pa.us) and is also posted at the COMMONWEALTH's District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The MUNICIPALITY shall ensure that its personnel (including the personnel of any of its subcontractors) are aware of the COMMONWEALTH's commitment to protecting the environment, are properly trained about the environmental impacts of their work and are competent (through appropriate work experience, job training or classroom education) to perform the work that they do.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)**

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST

MUNICIPALITY

Title:

DATE

BY [Signature] 7/9/2020  
Title: Township Manager DATE

*If a Corporation, the president or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a MUNICIPALITY, Authority or other entity, please attach a resolution.*

DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
District Executive Date

APPROVED AS TO LEGALITY  
AND FORM

\_\_\_\_\_ Date  
for Chief Counsel

Certified Funds Available Under  
SAP DOCUMENT NO. \_\_\_\_\_  
SAP FUND \_\_\_\_\_  
SAP COST CENTER \_\_\_\_\_  
GL. ACCOUNT \_\_\_\_\_  
AMOUNT \_\_\_\_\_  
BY \_\_\_\_\_  
for Comptroller Operations Date

Contract No. \_\_\_\_\_ is split 0%, expenditure amount of 0.00, for federal funds and 100%, expenditure amount of \$24,909.49 for state funds. The related federal assistance program name and number is N/A; N/A. The state assistance program name and SAP Fund is Highway Maintenance; 582.

**RESOLUTION**

**BE IT RESOLVED**, by authority of the \_\_\_\_\_  
 (Name of governing body)  
 of the \_\_\_\_\_, \_\_\_\_\_ County, and it  
 (Name of MUNICIPALITY)  
 is hereby resolved by authority of the same, that the \_\_\_\_\_ of  
 (designate official title)  
 said MUNICIPALITY be authorized and directed to sign the attached Agreement on its behalf.

**ATTEST:**

\_\_\_\_\_  
 (Name of MUNICIPALITY)  
 \_\_\_\_\_ By: \_\_\_\_\_  
 (Signature and designation of official title) (Signature and designation of official title)

I, \_\_\_\_\_,  
 (Name) (Official title)  
 of the \_\_\_\_\_, 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  
 \_\_\_\_\_, held the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 (Name of governing body)

**DATE:** \_\_\_\_\_  
 \_\_\_\_\_  
 (Signature and designation of official title)

**NOTE: Signature on the Department signature page of this Agreement must conform with signature on this Resolution.**



EXHIBIT B

**Contract Provisions – Right to Know Law**

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession .

## EXHIBIT "C"

**NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
4. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from

and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

## EXHIBIT "C"

**CONTRACTOR INTEGRITY PROVISIONS**

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

**1. DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- c. **"Contractor"** means the individual or entity that has entered into this contract with the Commonwealth.
- d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. **"Financial Interest"** means either:
  - (1) Ownership of more than a five percent interest in any business; or
  - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

**2.** In furtherance of this policy, Contractor agrees to the following:

- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3) had any business license or professional license suspended or revoked;
  - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for

cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- f. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not

preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.



EXHIBIT "C"

**PROVISIONS CONCERNING *THE AMERICANS WITH DISABILITIES ACT***

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of *The Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "*General Prohibitions Against Discrimination*," 28 C. F. R. § 35.130, and all other regulations promulgated under *Title II of the Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

## EXHIBIT "C"

**Contractor Responsibility Provisions**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

**1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

**2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

**3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

**4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

**5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

**6.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138

EXHIBIT "C"

**ENHANCED MINIMUM WAGE PROVISIONS**

- 1. Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$10.15 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- 2. Adjustment.** Beginning January 1, 2017, and annually thereafter, Contractor/Lessor shall pay its employees described in Paragraph 1. above an amount that is no less than the amount previously in effect; increased from such amount by the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (United States city average, all items, not seasonally adjusted), or its successor publication as determined by the United States Bureau of Labor Statistics; and rounded to the nearest multiple of \$0.05. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- 3. Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
  - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
  - b. covered by a collective bargaining agreement;
  - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
  - d. required to be paid a higher wage under any state or local policy or ordinance.
- 4. Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- 5. Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- 6. Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- 7. Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

July 2016

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE TOWNSHIP OF FERGUSON, CENTRE COUNTY, PENNSYLVANIA AUTHORIZING THE CHAIRMAN AND SECRETARY TO EXECUTE A GRANT OF EASEMENT TO THE UNIVERSITY AREA JOINT AUTHORITY FOR SANITARY SEWER.**

**WHEREAS**, the University Area Joint Authority (UAJA) provides sanitary sewer service collection and treatment to the Township of Ferguson; and

**WHEREAS**, Ferguson Township owns land designated as Greenbriar/Saybrook Park located at tax parcel 24-432-031 and more fully described in Centre County Record Book 995, Page 470; and

**WHEREAS**, the UAJA is desirous of installing and maintaining a sanitary sewer lateral to service a property located in the Greenbriar Development; and

**WHEREAS**, the UAJA has provided a Sanitary Sewer Easement Agreement attached as Exhibit "A" hereto and made of this resolution;

**WHEREAS**, the UAJA is in need of a temporary construction easement and permanent low pressure sewer easement, as depicted on Exhibit "B" attached hereto and made part of this resolution.

**NOW THEREFORE**, the Ferguson Township Board of Supervisors does hereby grant an easement to the University Area Joint Authority as shown in Exhibit "B" attached hereto and made part of this resolution.

**ADOPTED THIS 20<sup>TH</sup> DAY OF JULY 2020.**

**TOWNSHIP OF FERGUSON**

By: \_\_\_\_\_  
Steve Miller, Chairman  
Board of Supervisors

[ S E A L ]

ATTEST:

\_\_\_\_\_  
David Pribulka, Secretary

TAX PARCEL NO. 24-432-,031-,0000-

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (this "**Agreement**") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between the University Area Joint Authority (the "**Authority**"), a municipal authority located in Centre County, Pennsylvania, and Ferguson Township (the "**Owner**"), a second-class township and home rule municipality located in Centre County, Pennsylvania.

**WHEREAS**, the Authority is a municipal sewer authority that is in the process of expanding its sewerage collection system; and

**WHEREAS**, the Owner holds title to real estate located in Ferguson Township, Centre County, Pennsylvania, which is commonly identified as Centre County tax parcel number 24-432-,031-,0000- (the "**Property**"); and

**WHEREAS**, the parties wish to enter into an agreement relating to the construction of the foregoing sewerage collection system on the Property, on the terms contained herein.

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein, with the intent to be bound, the parties have agreed as follows:

**1. Grant of Easement.**

**A. Permanent Easement.** The Owner hereby grants the Authority the full and uninterrupted right-of-way, easement, and authority to enter upon the Property to construct, install, use, repair, inspect, relocate, add to, operate, and maintain a sewer facility under, across, and within the easement depicted on Exhibit A as the "PROPOSED 20' PERMANENT EASEMENT."

**B. Temporary Easement.** Upon final completion of the construction project referenced herein or December 31, 2020, whichever is earliest, the easement area depicted on Exhibit A as the "PROPOSED 10' TEMPORARY CONSTRUCTION EASEMENT" shall have no further

force and effect, and all right, title, and interest thereto shall revert back to the Owner.

**2. Authority's Own Cost and Expense.** The Authority shall construct the aforementioned sewer facility at its own cost and expense. All ownership, repair, and maintenance responsibilities for the sewer facilities shall remain with the Authority.

**3. Restoration of Right-of-Way.** Upon the completion of the construction of the sewer facility on the Property, the Authority shall restore the easement area, to the extent reasonably possible, to the condition that existed upon the commencement of the construction thereof.

**4. Payment.** The Authority shall compensate the Owner for the use of the easements, for any damages stemming from the Authority's use of the Property, and for any damages stemming from the Authority's failure to restore the Property to its preconstruction state in accordance with section three. In the event that a dispute arises between the parties that is related to the amount of compensation owed to the Owner, the parties shall attempt in good faith to resolve such dispute by negotiations between their respective representatives, provided, however, that nothing in this Agreement shall, at any time, preclude the Owner from invoking the procedures set forth in section six.

**5. No Fee Granted.** This Agreement is not in any way a grant to the Authority of fee ownership to the Property. The Owner will retain the right to occupy the surface of the Property for any purpose or in any manner that is not injurious to the sewer facilities or destructive of the rights granted herein to the Authority. The Owner shall not erect buildings or structures, other than common fencing, of any kind upon the sewer facilities.

**6. Dispute Resolution.** The Authority will endeavor to reasonably compensate the Owner for any damages sustained to the Property as a result of this Agreement. If, however, the parties are unable to agree upon said compensation, the Owner, at the Owner's sole discretion, may request the convening of a Board of View, which shall ascertain the damages, if any, to which the Owners are lawfully entitled. Any petition for a Board of View shall be filed within six years of the date of the execution of this Agreement.

**7. Assignment.** This Agreement shall bind the parties hereto, in addition to the parties' successors and assigns. The Agreement shall also run with and bind the Property.

**8. Run with the Land.** This Agreement shall run with the land. Either party may file this Agreement with the Recorder of Deeds of Centre County, Pennsylvania.

**9. Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any modification of this Agreement shall be in writing and signed by both parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date previously indicated.

UNIVERSITY AREA JOINT AUTHORITY:

Attest:

\_\_\_\_\_

\_\_\_\_\_

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

- A N D -

FERGUSON TOWNSHIP:

Attest:

\_\_\_\_\_

\_\_\_\_\_

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

**MILLER, KISTLER & CAMPBELL**  
**720 South Atherton Street, Suite 201**  
**State College, PA 16801**  
**(814) 234-1500 TEL**  
**(814) 234-1549 FAX**

Commonwealth of Pennsylvania )  
 ) SS:  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be a duly authorized agent of the **UNIVERSITY AREA JOINT AUTHORITY**, a body politic and corporate, and that he/she, as such officer, being authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing the name of said Authority by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My commission expires:

Commonwealth of Pennsylvania )  
 ) SS:  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be a duly authorized agent of **FERGUSON TOWNSHIP, CENTRE COUNTY, PENNSYLVANIA**, a body politic and corporate, and that he/she, as such officer, being authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing the name of said Authority by himself as such officer.

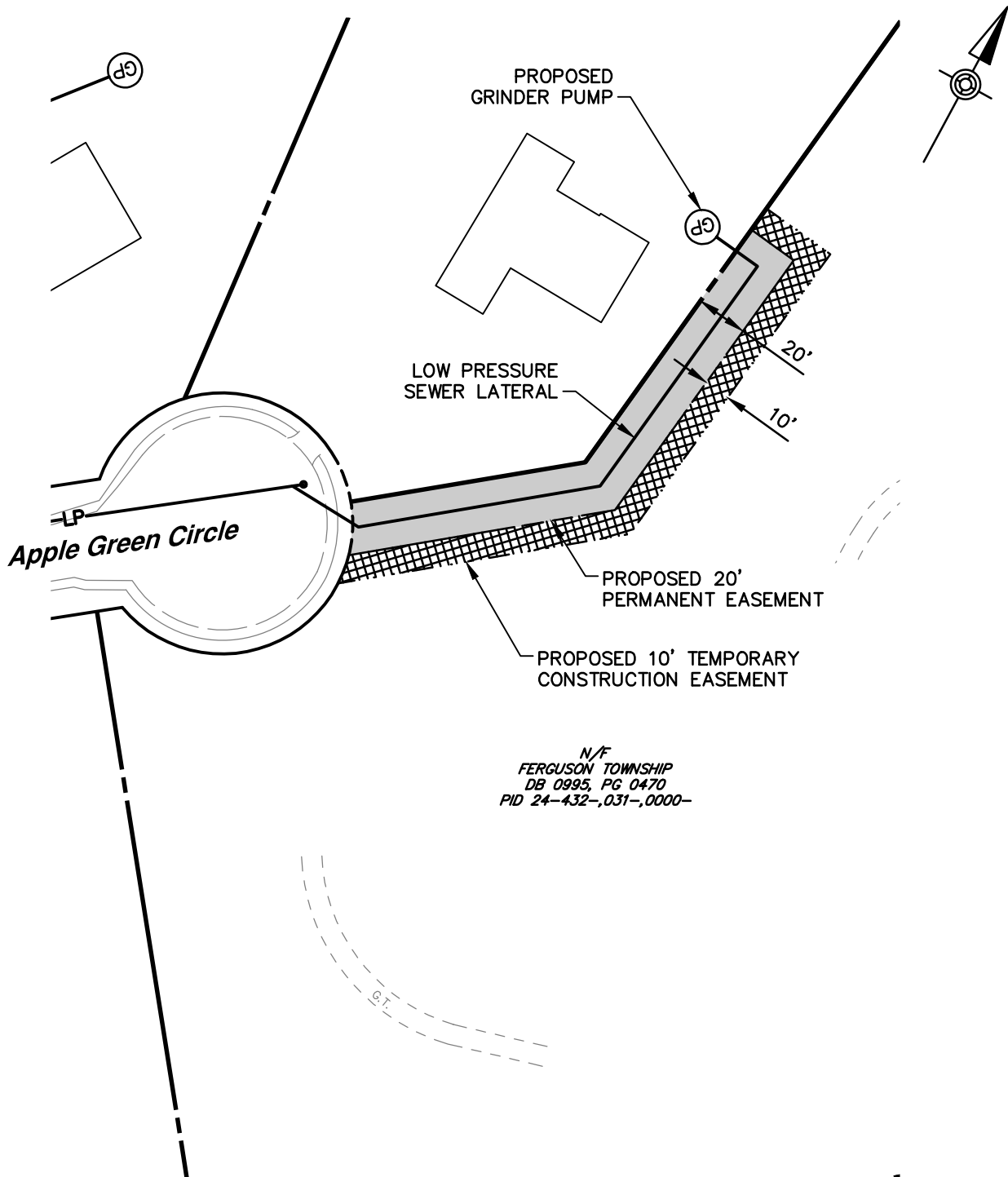
IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My commission expires:



ALL PROPERTY LINE INFORMATION IS FROM TAX MAPS AND GIS PARCEL DATA.  
HERBERT, ROWLAND AND GRUBIC INC.  
ASSUMES NO RESPONSIBILITY FOR ACCURACY OF INFORMATION.



N/F  
FERGUSON TOWNSHIP  
DB 0995, PG 0470  
PID 24-432-,031-,0000-

LAST REVISED: 07/2020, EASEMENT-05

SCALE: 1" = 60'

	PROPOSED LOW PRESSURE SEWER
	APPROXIMATE PROPERTY BOUNDARY
	EXISTING MUNICIPAL EASEMENT
	PROPOSED PERMANENT EASEMENT
	PROPOSED TEMPORARY CONSTRUCTION EASEMENT

DEED BOOK: 0995  
PAGE NO.: 0470  
PERMANENT EASEMENT: 4,200 SQ. FT.  
TEMPORARY EASEMENT: 2,579 SQ. FT.

FERGUSON TOWNSHIP

CENTRE COUNTY

N/F LANDS OF  
**FERGUSON TOWNSHIP**

PERMANENT LOW PRESSURE SEWER EASEMENT  
AND  
TEMPORARY CONSTRUCTION EASEMENT  
FOR  
UNIVERSITY AREA JOINT AUTHORITY

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION OF THE TOWNSHIP OF FERGUSON, CENTRE COUNTY, PENNSYLVANIA CONDEMNING SYSTEMIC RACISM RELATED TO ETHNICITY AND SKIN TONE.**

**WHEREAS**, the Ferguson Township Board of Supervisors has adopted Resolution 2016–36 affirming commitment to equity and inclusion, and Resolution 2017-7 reaffirming its commitment to supporting, promoting, and standing up for the values of inclusion, equity, and justice; and

**WHEREAS**, the Ferguson Township Board of Supervisors adopted a proclamation on June 1, 2020 condemning acts of bias that result in hate crimes or discrimination against a person(s) because of race, faith, ethnicity, gender, age, disability, sexual orientation, or any other real or perceived difference; and

**WHEREAS**, Ferguson Township welcomes all persons regardless of race, creed, color, sex, sexual orientation, gender, gender identity or expression, ethnicity, religion, disability, genetic information, protected veterans status, military service, nationality, or national origin or citizenship status; and supports policies that do the same.

**NOW, THEREFORE, BE IT RESOLVED** that Ferguson Township is committed to combatting bias and racism in its provision of all public services.

**BE IT FURTHER RESOLVED** that the Ferguson Township Board of Supervisors hereby reaffirms its commitments made in Resolutions 2016-36 and 2017-7, as well as the proclamation adopted on June 1, 2020.

**BE IT FURTHER RESOLVED** that Ferguson Township welcomes men and women of all races and ethnicities, and values the contribution they make to the community.

**BE IT FURTHER RESOLVED** that the Ferguson Township Board of Supervisors condemns systemic racism related to ethnicity and skin tone.

**RESOLVED THIS 20<sup>th</sup> DAY OF JULY 2020.**

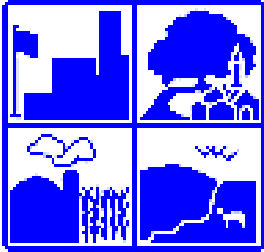
**TOWNSHIP OF FERGUSON**

By: \_\_\_\_\_  
Steve Miller, Chairman  
Board of Supervisors

[ S E A L ]

ATTEST:

\_\_\_\_\_  
David Pribulka, Secretary



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# TOWNSHIP OF FERGUSON

3147 Research Drive, State College, Pennsylvania 16801

Telephone: 814-238-4651 Fax: 814-238-3454

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TO: Ferguson Township Planning Commission

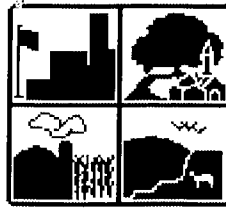
FROM: Kristina Aneckstein, Community Planner

DATE: June 22, 2020

SUBJECT: Request for Consideration of a Modification – Thistlewood Lot 19

On June 5, 2020, Penn Terra Engineering submitted a request for a Modification from Section 22-510.B.2.a, Section 22-510.B.2.b, and Section 22-510.B.3 related to Erosion and Grading Control for the Thistlewood Lot 19 Land Development Plan. Lot 19 has existing slopes of greater than 25%, which is defined by the Township Ordinance and a steep slope. Section 22-510.B.2.a and .b of the Ferguson Township Subdivision and Land Development Ordinance preclude excavation of slopes 3:1. Construction of a single-family home on such a slope presents great challenges. Due to this slope, proximity to another developed Lot and a conservation area, the applicant is seeking relief from Sections mention above with alternatives suggested in attached application.

**Staff Recommendation:** Staff recommends the Planning Commission make a recommendation to the Board of Supervisors that the modification for Erosion and Grading Controls be approved.



RECEIVED JUN - 8 2020

**APPLICATION FOR CONSIDERATION OF A MODIFICATION**  
Ferguson Township, Centre County

Submittal Date: 6/5/2020

*A fee of \$50.00 is required at the time of submitting this application.*

The undersigned hereby applies for approval of a modification/waiver, submitted herewith and described below:

**Applicant Information**

**Eric M. Reischer**

Name

**127 Clemson Court      State College      16803**

Street Address

City

Zip

**814-863-5247**

Phone Number

**Property/Plan Information**

**Thistlewood Lot 19**

Plan Name

**15085      January 28, 2020**

Plan Number

Plan Date

**Thistlewood Development      24-746-7**

Project Location

Parcel Number

**Eric M. Reischer**

Name of Property Owner(s)

**127 Clemson Court      State College      16803**

Street Address

City

Zip

Application Type:

- Subdivision       Terraced Streetscape District (TSD)
- Land Development       Traditional Town Development (TSD) District

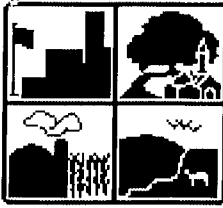
**Modification/Waiver Request Information**

Specific Section(s) of the Subdivision and Land Development Ordinance or Design Standards for which a Modification/Waiver is requested:

Ch 22-510.B.2.a Erosion and Grading Control

Ch 22-510.B.2.b Erosion and Grading Control

Ch 22-510.B.3 Erosion and Grading Control



**APPLICATION FOR CONSIDERATION OF A MODIFICATION**  
Ferguson Township, Centre County

State any proposed alternative(s) to the requirement:

See Attachment 1

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Please state in full, the grounds and facts of the unreasonableness or hardship the Ferguson Township Subdivision and Land Development Ordinance has placed on the property.

See Attachment 1

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\*If necessary, please continue with your hardship specification on another page.

The undersigned hereby represents that, to the best of their knowledge and belief, all information listed above is true, correct, and complete.

  
\_\_\_\_\_  
Signature

6/5/2020  
\_\_\_\_\_  
Date

**-For Office Use Only-**

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

Date Paid: \_\_\_\_\_ Check No.: \_\_\_\_\_ Amount: \_\_\_\_\_

Advertisement Dates: \_\_\_\_\_ Planning Commission Review Date: \_\_\_\_\_

Board of Supervisors Meeting Date: \_\_\_\_\_

**ATTACHMENT 1**

**Application for Consideration of a Modification Request**

**for**

**Thistlewood Lot 19 Land Development Plan - Tax Parcel 24-746-7**

**State any proposed alternative(s) to the requirement:**

The sections that the modification requests are being applied include the following which all are related to grading:

1. Chapter 22-510.B.2 Erosion and Grading Control. This ordinance states that "No excavation shall be made resulting in a slope steeper slope than three horizontals to 1 vertical, except when all of the following are met:

a) The excavation is located so that a line having a slope of 3:1 and passing through any portion of the proposed slope will intersect the existing ground inside the property lines of the property on which the excavation is proposed to be made; and

b) The slope is located so that settlement, sliding, or erosion will not result in material being deposited on adjoining property by any means; and

2. Chapter 22-510.B.3 Erosion and Grading Control. This ordinance states that "In all cases, the edge of excavation or fill shall be a minimum of 5 feet from property lines of developed lots.

Lot 19 is an existing lot with most of the lot having slopes greater than 25%. This slope is defined as a steep slope by the Ferguson Township Ordinance. Since the majority of the site is steep, grading on this lot to construct a home and driveway is very challenging. The submitted land development plan for this lot has been designed to meet all the requirements of the Zoning Ordinance and the Subdivision Ordinance except for the two noted above. Since most of the existing lot is steeper than 4:1, it is impossible to design a flat house site and a driveway with a suitable grade without exceeding and extending slopes in excess of 3:1. The only potential alternative to avoiding slopes greater than 3:1 or grading within five feet of the property lines would be the use of extensive amounts of engineered retaining walls.

**Please state in full, the grounds and facts of the unreasonableness or hardship the Ferguson Township Subdivision and Land Development Ordinance has placed on the property.**

The existing topography of this existing lot is steeper than 4:1 which is considered steep by Ferguson Township Ordinance. As shown on Exhibit 1 Site Slopes 35% of the site currently exceeds 3:1 slope and most of this area is in the front or lower portion of the site. There is a conservation area located in the northeastern corner of the lot where grading is prohibited. The only location on the lot where the slopes are under 25% with enough area to construct a home is the center of the lot. In order to reach this area the driveway and house grading requires slopes greater than 3:1 in order to avoid impacting the conservation area located on this lot and adjoining Thistlewood HOA property. CMT Laboratories Inc. prepared a Slope Analysis Report for this project. The report included construction specifications that would result in the proposed slopes shown on the Land Development Plan being stable. From an engineering and geotechnical perspective, the slopes proposed on this plan follow sound engineering principals and will not pose a risk to the future property owner or adjacent properties.

The property owners on the east side of the project, Beck Trate and William Knisely, have acknowledged the proposed grading within five feet of the property line and prepared a letter stating their acceptance. The previous owners of this adjoining property in years past had placed fill material over their property line and onto this project which this proposed grading plan proposes to blend or transition into that slope within five feet of the property line.

Given that the existing lot is classified as steep and 35% of the lot already exists at slopes greater than allowed by this section of the Ordinance creates a hardship for the property owner. The ordinance is requiring property owner to create slopes smaller than those that currently exist. In order to attempt to meet the ordinance extensive lengths of retaining wall would be required. These walls would be costly to construct and would be the main visual component of the lot. These walls would be no more stable from an engineering perspective than the engineered slopes that CMT Laboratories Inc. has recommended.

Becky R. Trate  
William D. Knisely  
190 Treetops Drive  
State College, PA 16801  
TP: 24-746-006 (Lot #18)

Eric M. Reischer  
180 Treetops Drive  
State College, PA 16801  
TP: 24-746-007 (Lot #19)

RE: Modification request for development of 180 Treetops Drive


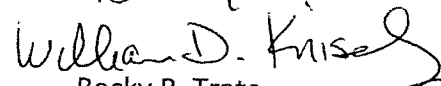
19 February 2020

Regarding the development of the lot at 180 Treetops drive, the owner (Eric Reischer) is requesting a modification to township ordinance §22-510.B.3: *"In all cases, the edge of excavation or fill shall be a minimum of 5 feet from property lines of developed lots."* At the time of development of lot #18, the topography in the area between lots #18 and #19 was modified to produce a uniform slope in the area of the property line. As Lot #19 was undeveloped, this disturbance was not in violation of the ordinance.

In order to establish a visual topography that more closely matches the natural environment, the owner of lot #19 is requesting a modification to the above ordinance to allow the slopes and abutting areas of lot #19 to more closely match those in the immediate area of the property line, which may involve disturbing soil inside the 5-foot region-of-exclusion.

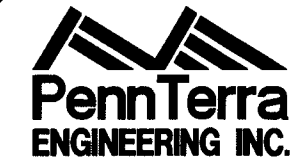
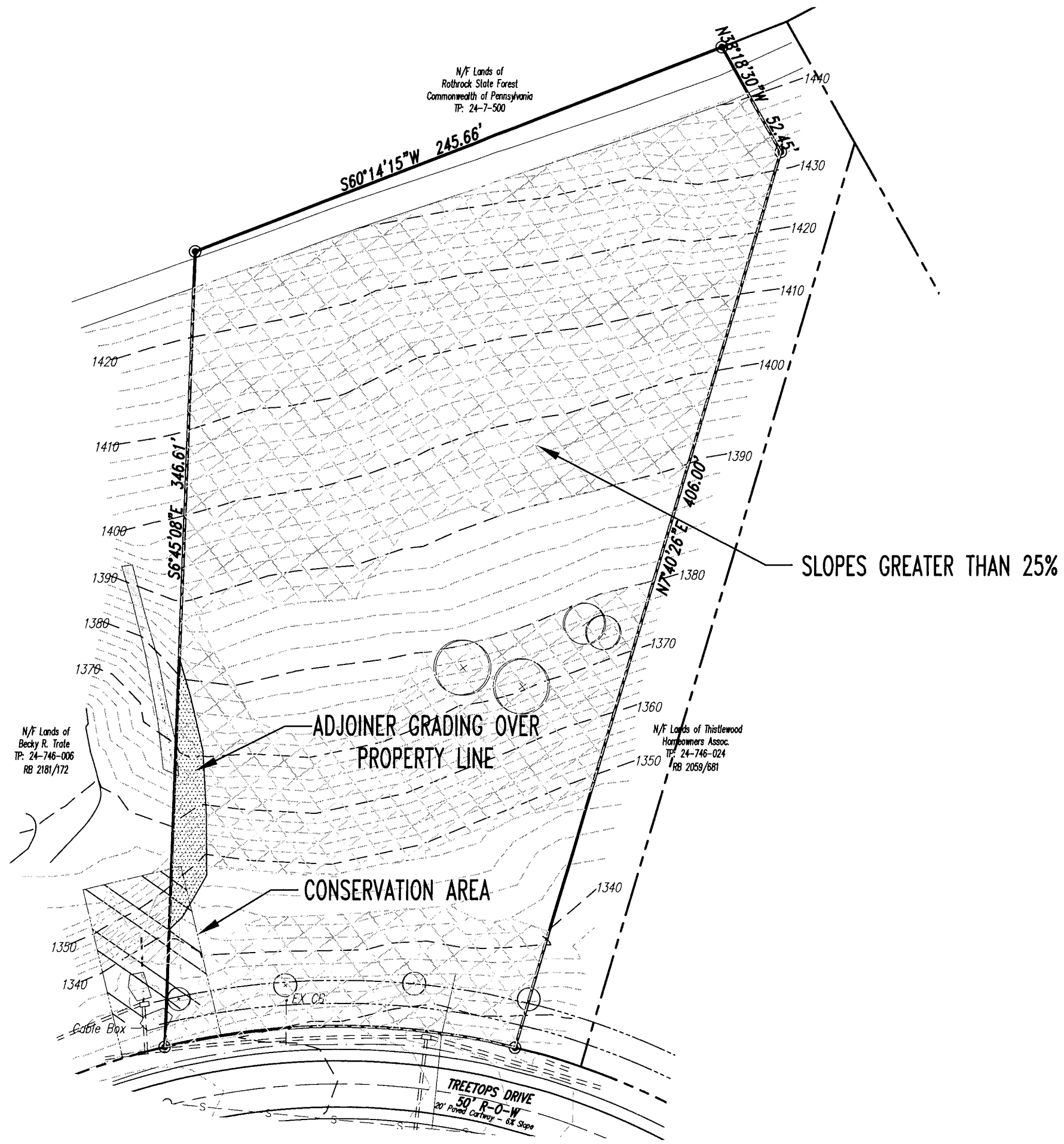
As the registered property owners of lot #18 at 190 Treetops drive, we support this application for modification.

Submitted,

  
  
Becky R. Trate  
William D. Knisely



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**CENTRAL PENNSYLVANIA REGION OFFICE:**  
3075 ENTERPRISE DRIVE  
SUITE 100  
STATE COLLEGE, PA 16801  
PH: 814-231-8285  
Fax: 814-237-2308  
[WWW.PENNTERRA.COM](http://WWW.PENNTERRA.COM)

Designer	RRK
Proj. Manager	JCS
Surveyor	XXX
Perimeter Ck.	XXX
Book	XXX Pg XXX
Layout	XXX
File	XXX

## THISTLEWOOD LOT 19

FERGUSON TOWNSHIP  
CENTRE COUNTY  
PENNSYLVANIA

## EXISTING CONDITIONS

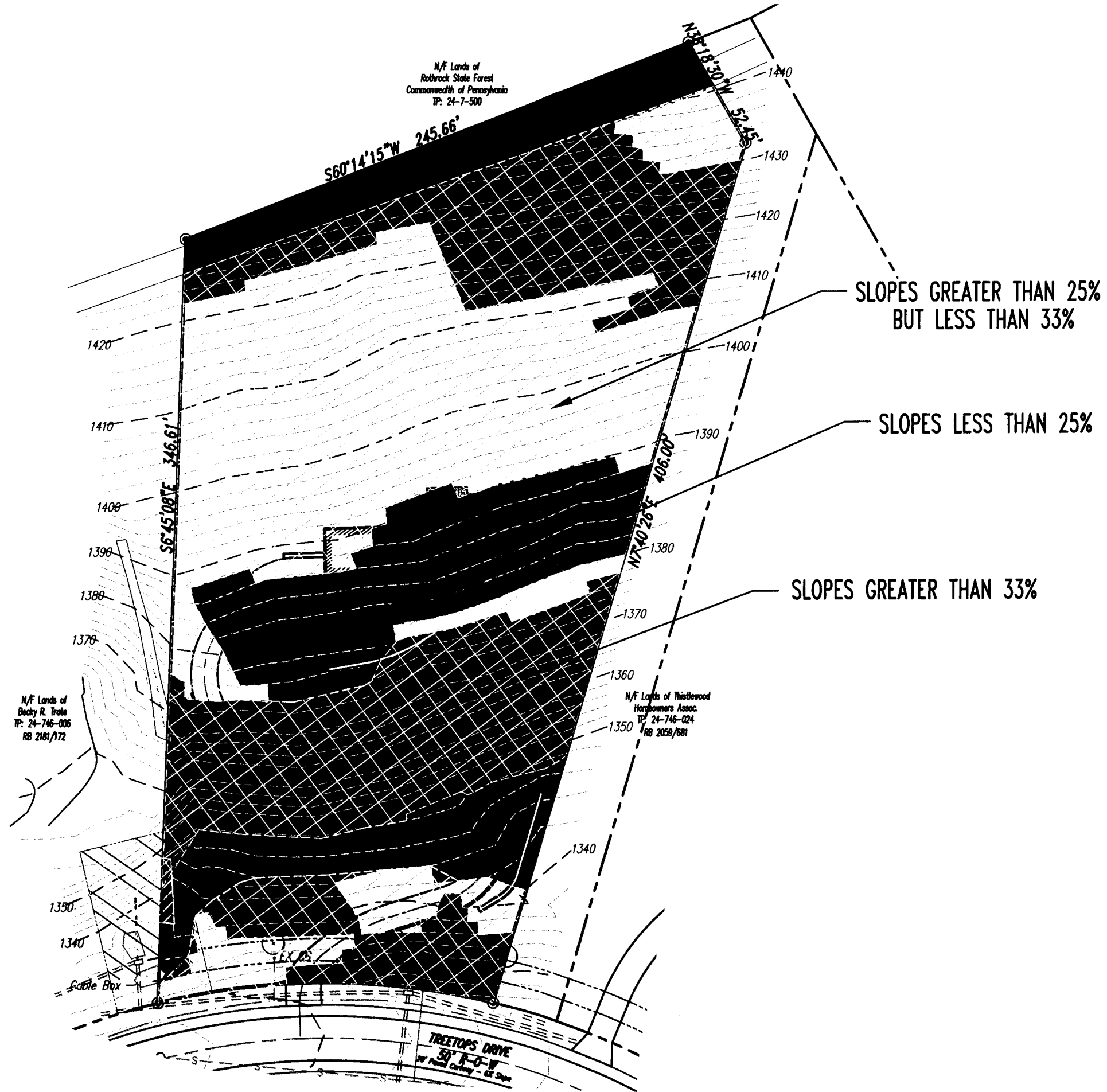
Date  
**JUNE 5, 2020**

Scale  
**1" = 50'**

Project No.  
**15085**

Sheet No.  
**1 of 1**

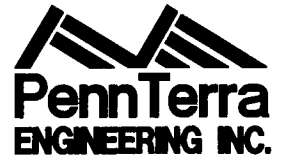
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SLOPES GREATER THAN 25% BUT LESS THAN 33%

SLOPES LESS THAN 25%

SLOPES GREATER THAN 33%



**CENTRAL PENNSYLVANIA REGION OFFICE:**  
3075 ENTERPRISE DRIVE  
SUITE 100  
STATE COLLEGE, PA 16801  
PH: 814-231-8285  
Fax: 814-237-2308

[WWW.PENNTERRA.COM](http://WWW.PENNTERRA.COM)

Designer	RRK
Proj. Manager	JCS
Surveyor	XXX
Perimeter Ck.	XXX
Book	XXX Pg XXX
Layout	XXX
File	XXX

## THISTLEWOOD LOT 19

FERGUSON TOWNSHIP  
CENTRE COUNTY  
PENNSYLVANIA

## SITE SLOPES

Date  
**JUNE 5, 2020**

Scale  
**1" = 50'**

Project No.  
**15085**

Sheet No.

**1** of **1**



Department of  
**PLANNING AND ZONING**

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Interoffice Memorandum

**TO:** Board of Supervisors

**FROM:** Jenna Wargo, AICP, Director of Planning & Zoning

**DATE:** July 15, 2020

**SUBJECT:** Land Development Plan—Thistlewood Lot 19

The Thistlewood Lot 19 Preliminary Land Development Plan proposes to construct a single-family home, approximately 3,925 square feet on Lot 19 (180 Treetops Drive—24-746-007-000) within the Thistlewood Subdivision. The parcel is 1.816 acres and is zoned Rural Residential (RR). Due to the severe slope on this property, a modification waiver was submitted for relief from select erosion and grading controls to allow for construction of the home.

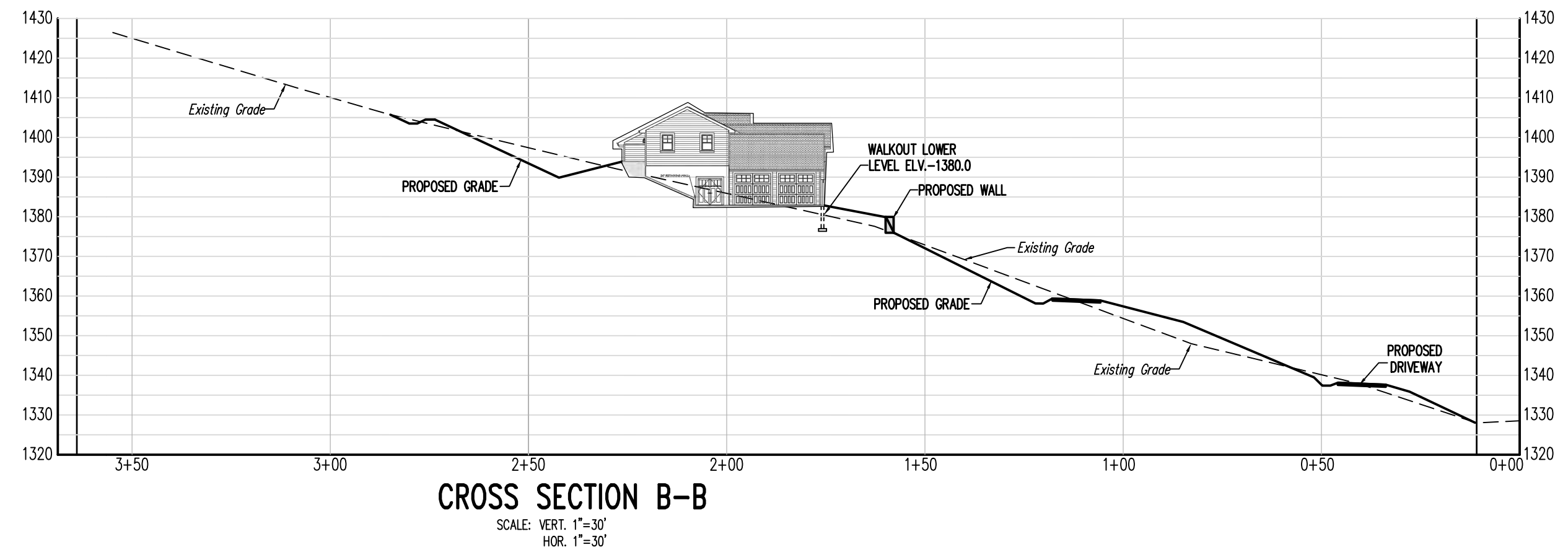
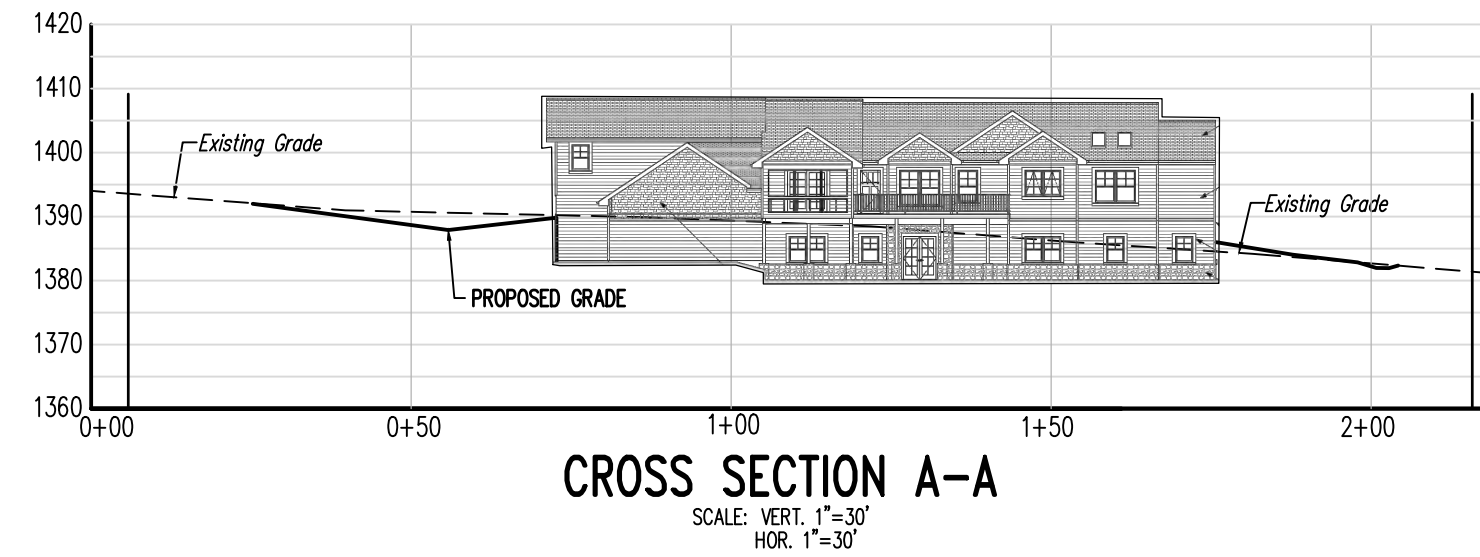
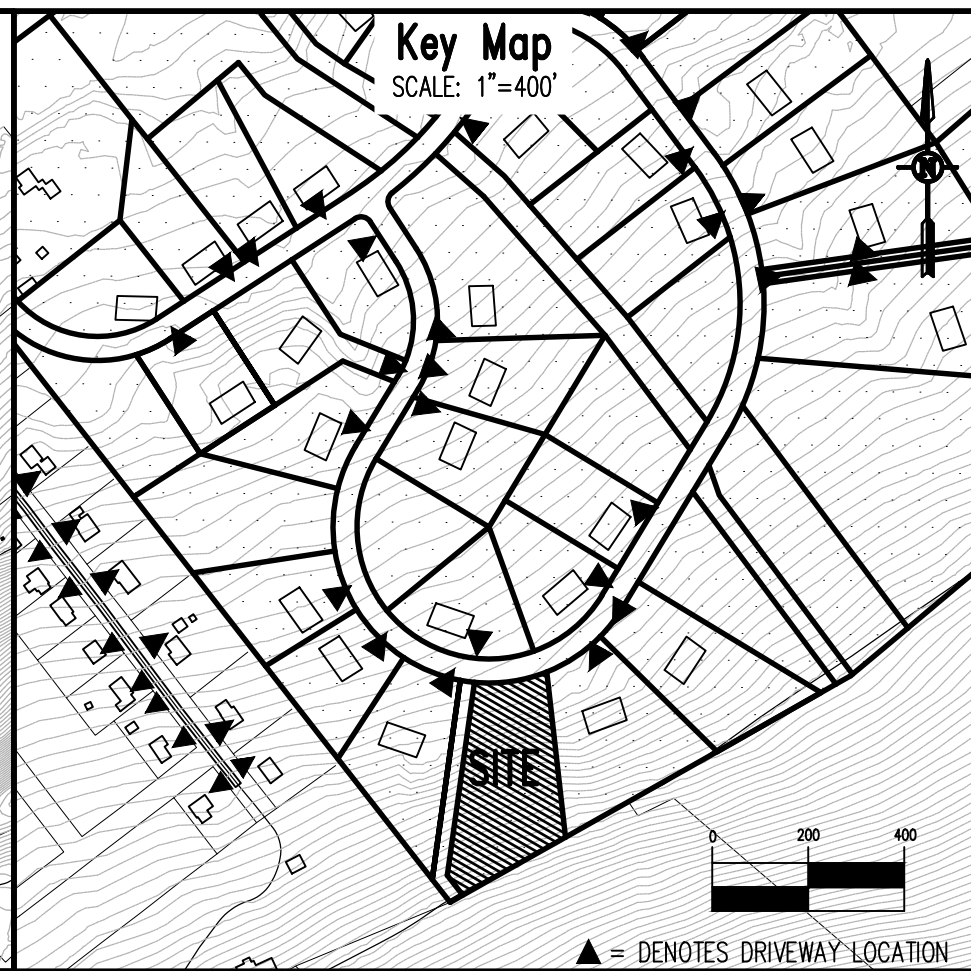
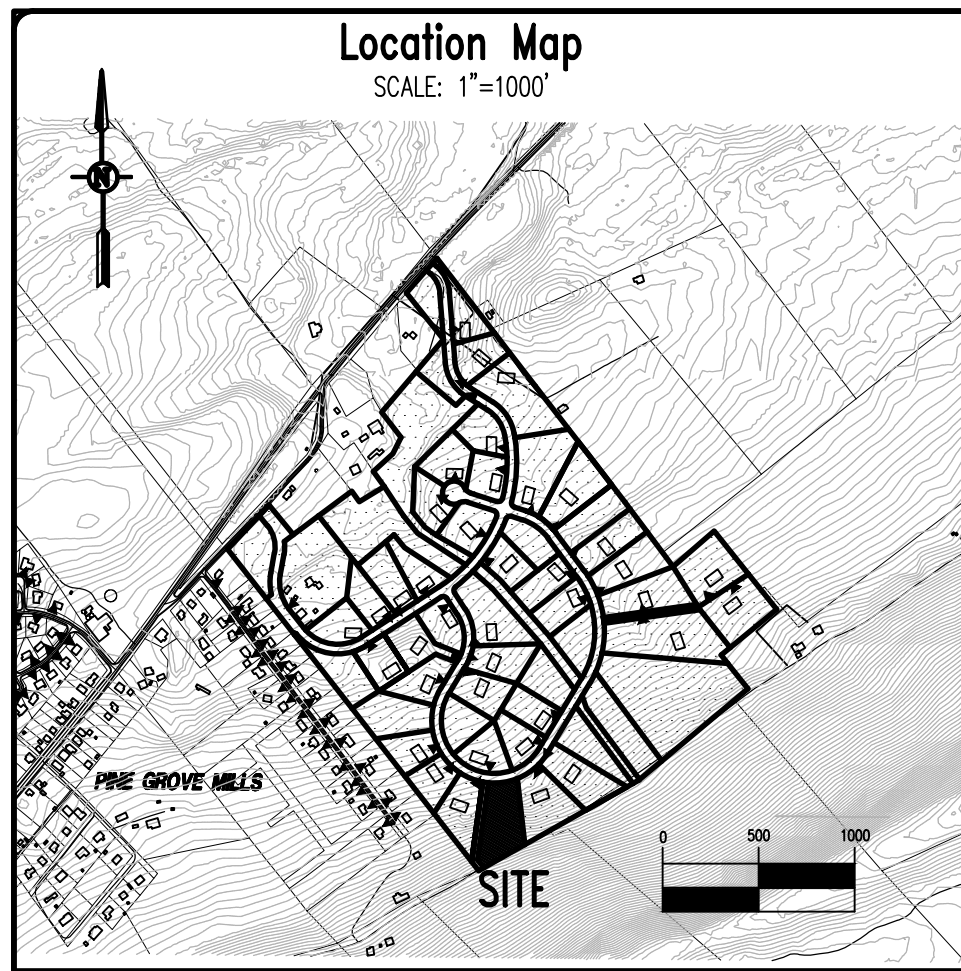
As per the Thistlewood Recorded Subdivision Plan, dated September 24, 2004, revised March 16, 2005, certain lots are required to complete a Land Development Plan because of the topography, conservation easements, soil types, potential sinkhole development, and wetlands. Lot 19 is situated in an area where sinkhole development, flooding and drainage problems may arise. Therefore, an indemnity or hold harmless agreement must be submitted along with the plans.

This land development plan is in compliance with our Zoning Ordinance. Outstanding staff comments are related to the Township's Stormwater Ordinance and the applicants are working with the Township Engineer and Scott Brown for compliance.

Planning Commission reviewed this request at their July 13, 2020 regular meeting and recommended that the Board of Supervisors preliminary approve the land development plan for Thistlewood Lot 19.

**STAFF RECOMMENDATION:** Staff recommends that the Board of Supervisors preliminary approve the land development plan for Thistlewood Lot 19.





**Legal Owners Certification**

Commonwealth of Pennsylvania County of Centre  
 On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_ personally appeared before me and certified that they were the owners of the properties shown on this plan and acknowledge the same to be their act and plan and designs, the same to be recorded as such, according to the law.

\_\_\_\_\_ Owner  
 witness my hand and seal, this date \_\_\_\_\_

Notary Public Commission Expires \_\_\_\_\_

**Project Notes:**

- General Site Information:
  - Legal Owner: Eric M. Reischer, 127 Clemson Court, State College, PA 16803
  - Site Address: 180 Treetops Drive, State College, PA 16801
  - Record Book / Page: 2134/323
  - Tax Parcel: 24-746-7
  - Zoning: Rural Residential (RR)
  - Site Use: Vacant (Existing) Single Family Residential (Proposed)
  - Lot Size: 1.816 Acres (79,114 SF)
  - Building Setbacks: 20' (Front) 30' (Side) 30' (Rear)
- Site Information:
  - Building Height: 30' 40' (Allowable)
  - Building Coverage: 3,925 S.F.
  - Impervious Areas:
    - Proposed: 3,925 S.F. (Bldg./Porches) 5,465 S.F. (Driveway) 405 S.F. (Walks/Patios) 9,795 (Total Sq. Ft.) 12.4 (Total %) Allowable: 39,557 S.F. (50%)
- ACT 287 Utility Information:
  - All utility locations should be verified prior to any construction, utility information and locations should be considered approximate. Contractor shall notify PA One Call prior to any excavation.
  - Electric: West Penn Power, 2800 E. College Ave., State College, PA 16801 - Phone: 814-237-5821
  - Telephone: Verizon - Facility Management Center, 224 S. Allen Street, State College, PA 16801 - Phone: 814-231-6511
  - TV Cable: Comcast, 60 Decibel Road, State College, PA 16801 - Phone: 800-992-3575
  - Gas: Columbia Gas of Pennsylvania, Inc., 2550 Caroleen Drive, State College, PA 16801 - Phone: 814-238-6775
  - Sanitary Sewer: University Area Joint Authority, 1576 Spring Valley Road, State College, PA 16801 - Phone: 814-238-5361
  - Water: State College Borough Water Authority, 1201 West Branch Road, State College, PA 16801 - Phone: 814-238-6766
- Project References:
  - Refer to "Thistlewood Record Subdivision Plan" dated September 24, 2004, Revised March 16, 2005 prepared by PennTerra Engineering Inc. which was approved by Ferguson Township and recorded at the Centre County Recorder of Deeds office in Plat Book 74 / Pages 92-94.
  - Geotechnical Report for Thistlewood Residential Development as prepared by CMT Laboratories. (2701 Caroleen Industrial Drive, State College, PA 16801).
  - Slope Analysis Report for Thistlewood Lot 19 as prepared by CMT Laboratories.
  - Public Offering Statement for Thistlewood Subdivision, which is on file with Thistlewood Associates.
  - Amended Declaration of Restrictive Covenants for Thistlewood Subdivision as recorded in Centre County Record Book 1846, Page 602.
  - By-Laws of the Thistlewood Homeowners Association, a Nonprofit Corporation, which is on file with Thistlewood Associates.
  - Refer to the "Thistlewood Lot 19 Stormwater Management Site Plan" Report, prepared by PennTerra Engineering Inc., dated January 28, 2020 and last revised June 5, 2020.
- Contours shown are generated from an Aerial Topographic Survey and field verified by PennTerra Engineering, Inc. and are based on USGS Datum.
- Soil Limits and Descriptions have been taken from the Soil Survey of Centre County, dated: Aug. 1981. Soils on site consist of: AnC - Andover channery silt loam, 8 to 15 percent slopes. BMF - Berks and Weikert soils, steep.
- There is a 10' wide Shade Tree Easement and a 10' wide Utility Easement along the street frontage of each lot.
- Roof downspouts must not be connected to the foundation drain system. All foundation drains must daylight to grade.
- SITE AND HOUSE LIGHTING NOTES:** (ALL EXTERIOR LIGHTING SHALL COMPLY WITH THE FERGUSON TOWNSHIP LIGHTING ORDINANCE)
  - Non-culiff luminaires such as floodlights shall be equipped with glare shields, visors, baffleboards, and other similar shielding accessories as required to meet the following criteria.
  - (A) For area lighting applications, the candpower distribution from all lighting installations is to be cut off at and above the horizontal (level).
  - (B) For a spotlight or floodlight application, the candpower distribution from all lighting installations shall be cut off at all angles beyond those required to achieve direct illumination within the area or surface being illuminated and within the property boundaries.
- The homeowner hereby acknowledges that the Thistlewood Subdivision is situated in an area where sinkhole development, flooding, and drainage problems may arise, and could cause adverse impacts to the homeowner and/or his heirs, successors, and assigns. The Homeowner and his heirs, successors, and assigns, including all future individual Thistlewood Subdivision lot owners, hereby agree to indemnify and hold harmless the Township of Ferguson, its Board of Supervisors, officers, employees, agents, heirs, successors, and assigns from and against, and to reimburse the Township of Ferguson with respect to, any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, (including reasonable counsel fees, litigation costs, and costs of appeal) asserted against or incurred by the Township of Ferguson by reason of or arising out of any personal injury, property damage, or any other element of damage/loss sustained by the Homeowner, individual lot owners, and/or their tenants, guests, heirs, and assigns, caused by, arising from, incidental to, connected with or growing out of the occurrence of sinkhole development, flooding, or drainage problems within any portion of the Thistlewood Subdivision. All property owners will be required to sign this hold harmless agreement.
- The Thistlewood Final Subdivision Plan referenced in Project Note 4a did not identify Lot 19 as subject to floodplains. From visual inspection of the contour mapping, closed depressions were not observed on Lot 19.
- This lot cannot be further subdivided.
- A zoning permit application was submitted to the Township on February 20, 2020.
- This Record Plan conforms with the Plan receiving final approval by the Ferguson Township Board of Supervisors on \_\_\_\_\_, All improvements are or will be installed in accordance with such Plan in a manner and time so specified therein. (Chapter 22, Section 403.0)
- Any wetland areas are subject to regulation by the PA Department of Environmental Protection, any changes to them will require a permit.
- Any disturbance in an area defined as a Drainage or Conservation Easement will need to be approved by the Homeowner's Association and may require a permit from the Department of Environmental Protection.
- Ferguson Township shall have uninterrupted right to access the property to inspect the Stormwater Facilities. The Township is not responsible for the inspection associated with maintenance and upkeep of the stormwater facilities.
- A lighting inspection will be required prior to occupancy to confirm that all exterior light fixtures comply with Ferguson Township requirements.
- As is standard practice, the geotechnical engineer or designated representative shall be present during slope construction to visually evaluate stability and make subsequent engineering recommendations, as necessary. The geotechnical engineer's recommendations on the construction of the slopes steeper than 3:1 are as noted on plan sheet 3 and as per the Report referenced in Project Note 4.c.
- Notification of Ferguson Township is required as to when the geotechnical engineer or designated representative is present during the 2:1 slope construction.
- A 30' Access Easement exists through Lots 14 through 19 and is reserved for access into Tax Parcels 25-7-36 and 24-7-30B. This access is not for the use of any lot in the Thistlewood Development or any adjacent tracts of land without approval of Ferguson Township. This is as per plan note 41 of the approved and recorded Thistlewood Final Subdivision Plans referenced in project note 4.a. above.
- Ferguson Township Highway Occupancy Permits will be required prior to any construction for the proposed driveway and the connection to the existing stormwater inlet within the public right-of-way of Treetops Lane.
- As-built plans of the stormwater facilities are to be submitted to the Township in accordance with §26 402.D.
- A preconstruction meeting between the Township Engineer, Owner and Owners Contractor is required prior to the start of construction.
- Plan Sheets 1-5 of this plan set make up the Stormwater Management Site Plan and shall be recorded.

**Storm Water Facilities Acknowledgement**

I, \_\_\_\_\_ the landowner, acknowledge the Stormwater Management System is to be maintained in accordance with the approved Ownership and Maintenance Program and shall remain a permanent feature which can be altered only after approval of a revised plan by the Township of Ferguson.

**Professional Land Surveyor Certification**

I, Nevin L. Grove, a Professional Land Surveyor in the Commonwealth of Pennsylvania, do hereby certify that this plan correctly represents the tract of lands as shown.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Design Engineer Certification**

I, \_\_\_\_\_ hereby certify that this land development meets all design requirements of the Subdivision and Land Development Ordinance, Zoning Ordinance, and all other applicable Chapters of the Ferguson Township Code.

**Storm Water Certification**

I, \_\_\_\_\_ hereby certify that the Stormwater Management Plan meets all design standards and criteria of the Ferguson Township Stormwater Management Ordinance.

**Fire Chief Certification**

I have reviewed and hereby certify that the location of Fire Lanes and Fire Hydrants shown on this plan are adequate.

Fire Chief \_\_\_\_\_ Date \_\_\_\_\_

**Township Planning Commission**

Ferguson Township Planning Commission Recommended Approval / Disapproval.

Chairman \_\_\_\_\_ Date \_\_\_\_\_

Secretary \_\_\_\_\_ Date \_\_\_\_\_

**Township Supervisors**

Ferguson Township Supervisors Approved

Chairman \_\_\_\_\_ Date \_\_\_\_\_

Secretary \_\_\_\_\_ Date \_\_\_\_\_

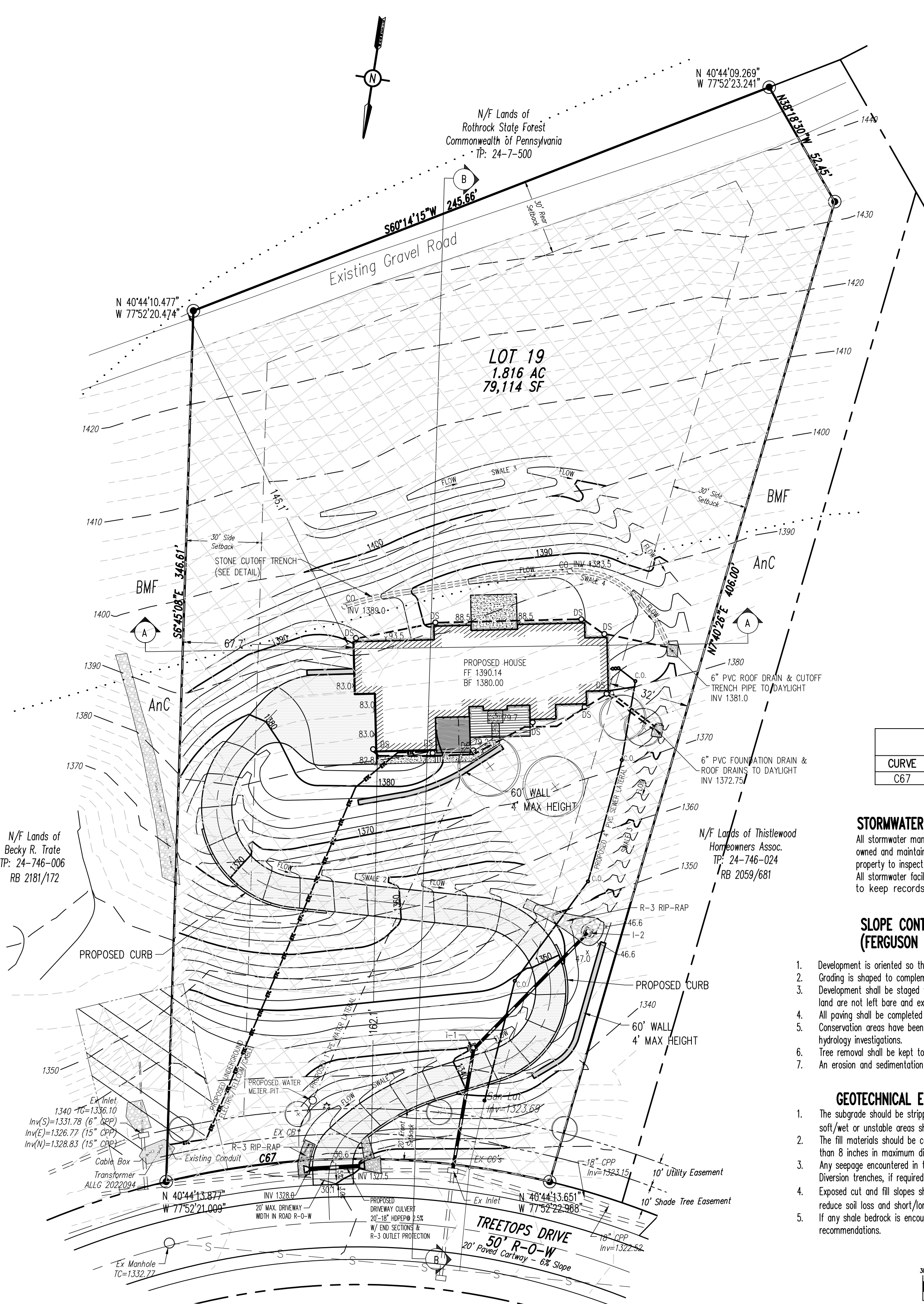
**Township Engineer Certification**

I, \_\_\_\_\_ have reviewed and hereby certify that the plan meets all engineering design standards and criteria of the Ferguson Township Code of Ordinances.

**Municipal Storm Water Certification**

I, \_\_\_\_\_ 20\_\_\_\_ have reviewed the Stormwater Management Plan in accordance with the design standards and criteria of the Ferguson Township Stormwater Management Ordinance.

**Recorder of Deeds**



- LEGEND EXISTING FEATURES**
- Existing Property Lines
  - Existing Building Setbacks
  - Property Corner Pins
  - Existing Contours (2's)
  - Existing Contours (10's)
  - Easement Line (represents drainage easement area)
  - Conservation Easement Area
  - Existing Steep Slopes
  - 8" SDR 35 PVC Sanitary Sewer Main w/ Manhole
  - Existing Underground Electric
  - Existing 8" DIP Water Main
  - Existing Storm Sewer
  - Soil Boundary Line
  - Wetlands as per Approved Thistlewood Final Subdivision Plan

- LEGEND PROPOSED FEATURES**
- PROPOSED BUILDING
  - PROPOSED 4" PVC SANITARY SEWER LATERAL w/ CLEANOUT
  - PROPOSED CONTOURS w/ ELEVATION
  - PROPOSED 1" PE WATER SERVICE LATERAL
  - PROPOSED UNDERGROUND POWER
  - PROPOSED RETAINING WALL
  - PROPOSED SIDEWALK
  - PROPOSED DUSK TO DAWN POLE LIGHT
  - PROPOSED ASPHALT DRIVEWAY
  - PROPOSED DOWNSPOUT LOCATION
  - PROPOSED 6" PVC ROOF DRAIN TO DAYLIGHT
  - PROPOSED 6" PVC FOUNDATION DRAIN TO DAYLIGHT

**PROPERTY CURVE TABLE**

CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD DIR.	DELTA
C67	153.92'	325.00'	78.43'	152.49'	N81°27'38"E	27°08'10"

**STORMWATER FACILITIES OWNERSHIP AND MAINTENANCE PROGRAM**

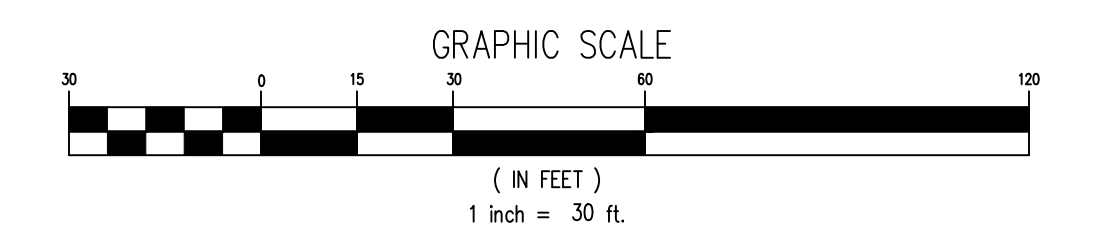
All stormwater management facilities on Thistlewood Lot 19 not contained in a Ferguson Township Right-of-Way shall be owned and maintained by the individual Lot Owner. Ferguson Township shall have the uninterrupted right to access the property to inspect the stormwater facilities. The facilities that will require maintenance are the swales, culverts and rip-rap areas. All stormwater facilities should be inspected monthly or after any rainfall producing runoff and maintained. The owner is responsible to keep records of all inspections and make them available to the Township upon request.

**SLOPE CONTROL REGULATIONS (FERGUSON TOWNSHIP CHAPTER 27, SECTION 702):**

- Development is oriented so that grading and other site preparations are kept to an absolute minimum as evidenced by the grading plan.
- Grading is shaped to complement the natural land form.
- Development shall be staged where necessary to complete construction of each stage during a season so that large areas of disturbed land are not left bare and exposed during the winter-spring runoff period as stated in the Construction Notes on Sheet 2 of 5.
- All paving shall be completed as rapidly as possible after grading as stated in the Construction Notes on Sheet 2 of 5.
- Conservation areas have been established for those areas least suited for development, as evidenced by competent soils, geology, and hydrology investigations.
- Tree removal shall be kept to a minimum to allow structures to blend in with the natural landscape.
- An erosion and sedimentation plan is provided on Sheet 2 of 5 to limit increases in storm water natural landscape.

**GEOTECHNICAL ENGINEER RECOMMENDATIONS FOR SLOPE AND SITE CONSTRUCTION**

- The subgrade should be stripped of all organic matter and compacted with a sheeps-foot roller prior to placement of fill materials. Any soft/wet or unstable areas should be remediated prior to placement of fill.
- The fill materials should be compacted in maximum 12 inch loose lifts, should be free of any organic matter and rock fragments greater than 8 inches in maximum dimension, and compacted with a minimum 5-ton sheeps-foot roller to a state of visual non-movement.
- Any seepage encountered in the cut or fill slopes should be directed away from the driveway and into planned water diversion features. Diversion trenches, if required, should consist of geotextile separation fabric and AASHTO #1 stone.
- Exposed cut and fill slopes should immediately be covered with erosion control measures (seeding and/or approved blankets) in order to reduce soil loss and short/long term instability.
- If any shale bedrock is encountered during excavations, CMT should be notified immediately to provide possible expansion mitigation recommendations.



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**REGISTERED PROFESSIONAL ENGINEER**  
 JOHN C. SEPP  
 No. PA0003-E  
 Seal

**REGISTERED PROFESSIONAL LAND SURVEYOR**  
 NEVIN L. GROVE  
 No. PA000117  
 Seal

Designer: RJK  
 Draftsman: JJA  
 Proj. Manager: JCS  
 Surveyor:  
 Perimeter Ok.  
 Book: Pg.  
 Drive: P: Layout  
 Acad:

REVISIONS	DATE	DESCRIPTION
RRK	6-5-20	REVISED PER TWP COMMENTS
RRK	4-28-20	REVISED PER TWP COMMENTS

**THISTLEWOOD LOT 19**

**LAND DEVELOPMENT PLAN**

FERGUSON TOWNSHIP  
 CENTRE COUNTY  
 PENNSYLVANIA

**SITE DESIGN**

PROJECT NO. 15085  
 DATE: JANUARY 28, 2020  
 SCALE: 1" = 30'  
 SHEET NO. 1 OF 5



**Construction Notes:**

1. Prior to any earth-moving, erosion control measures, must be installed per Pa Dep Chapter 102.
2. Accomplish all paving as rapidly as possible after grading.
3. Development shall be staged, where necessary, to complete construction of each stage during a season so that large areas of disturbed land are not left bare and exposed during the winter-spring runoff period.

**Construction for the lot will proceed as follows:**

- A. Place inlet protection within the existing inlet along Treetops Drive. The proposed driveway entrance culvert with rip-rap apron shall be installed, along with the rock construction entrance. The entire proposed silt sock shall be installed. Install the orange construction fence around the conservation area and the wet area, where shown.
- B. Strip any topsoil from the Swale 1 area and stockpile, where shown. Immediately construct Swale 1. Place rip-rap in the swale where shown, along with the rock filter. Stabilize the remaining area of the swale with topsoil, the permanent seeding mixture and appropriate erosion control lining. Apply the temporary seeding mixture to the topsoil stockpile.
- C. Strip topsoil from the remaining site area and stockpile, where shown. The stockpile shall be stabilized with the temporary seeding mixture.
- D. Continue with site driveway construction. Install the retaining wall west of the driveway, as appropriate with the grading.
- E. Install the storm sewer from the existing inlet up to I-2. Place inlet protection immediately on the new inlets. Bring the driveway to subgrade and stabilize with stone. Construct Swale 2 & 3. Place rock filters in the swales and immediately stabilize the remaining area of the swales with topsoil, the permanent seeding mixture and appropriate erosion control lining.
- F. Bring the building area to grade and complete remaining retaining wall. Construct Swale 4 with cutoff trench. Stabilize the swale with topsoil, the permanent seeding mixture and appropriate erosion control lining.
- G. Commence with the building foundation construction.
- H. Utilities will be installed. Any facilities crossing temporary erosion control facilities will be installed and completed in one day and the control facility must be restored that same day.
- I. As building construction proceeds, install all roof drains and rip-rap aprons where necessary. Complete and patios and sidewalks. Bring all lawn areas to grade and place topsoil. All lawn areas shall be seeded and mulched as per the rates shown in the section labeled "PERMANENT CONTROL MEASURES". All slopes 3:1 and steeper and areas shown shall be stabilized with Curtex 1 (or equal) erosion control lining.
- J. Remove the construction entrance and commence with the paving and curbing installation until complete.
- K. As construction proceeds, temporary erosion control facilities will be maintained as specified in the maintenance program included in this report. All areas abandoned for more than four (4) days are to be seeded with the temporary seeding mixture.
- G. When construction is complete and the area stabilized with pavement or a uniform 70% vegetative cover over the entire disturbed area, all temporary erosion and sediment control measures (inlet protection, rock filter, orange construction fence and silt sock) will be removed. Any vegetated areas disturbed by the removal of these controls shall be immediately stabilized with the permanent seeding mixture.

**Temporary Control Measures**

Temporary control measures will be implemented to ensure that erosion is minimized and that sediment is retained during construction. The construction entrance is to be installed to prevent tracking of soil from the site. Geotextile fence will be placed at the locations shown on the Erosion and Sedimentation Control Plan. topsoil stockpile will be provided for the proper storage and stabilization of the site's topsoil. Sediment buildup at any of the control locations will be removed as indicated in the "Maintenance Program."

If a disturbed area is to be abandoned or work has stopped, it will be seeded with a temporary seeding mixture that shall consist of the following:

Item	Rate
1. Agricultural grade limestone	1 ton / acre
2. Fertilizer 10-10-10	500 lbs. / acre
3. Annual ryegrass	40 lbs. / acre
4. Mulch (straw)	3 tons / acre

**Permanent Control Measures**

Permanent control measures include the culverts and seeding / landscaping. Permanent seeding on all disturbed areas may consist of the following:

Item	Rate
1. Agricultural grade limestone	4 tons / acre
2. Fertilizer 10-20-10	150 lbs. / acre
3. Kentucky Bluegrass (min. of two varieties in mix)	50 lbs. / acre
4. Mulch	3 tons / acre

For lawn areas, a suitable lawn mixture, such as Agway's Royal Green, shall be substituted for Item 3 of the permanent seeding mixture and applied at the rate directed by the manufacturer.

**Maintenance Program**

During construction, the contractor will be responsible for maintenance and repair of all erosion and sedimentation control facilities. These facilities should be inspected weekly and after every runoff event. The maintenance of the erosion control facilities will include the following:

**Silt Sock Maintenance:**

- a. The Contractor shall maintain the socks in a functional condition at all times and it shall be routinely inspected.
- b. Where the sock requires repair, it will be routinely repaired.
- c. The contractor shall remove sediment collected at the base of the sock when they reach 1/2 of the exposed height of the sock, or as directed by the Engineer. Alternatively, rather than create a soil disturbing activity, the engineer may call for additional sock to be added at areas of high sedimentation, placed immediately on top of the existing sediment laden sock. The sock will be dispersed on site when no longer required, as determined by the Engineer.

**Inlet Protection:**

- a. Inlet filter bags should be inspected on a weekly basis and after each runoff event. Needed repairs should be initiated immediately after the inspection.
- b. Filter bags should be cleaned and/or replaced when the bag is 1/2 full. Damaged bags should be replaced.

**Topsoil Stockpiles:**

- a. The topsoil stockpiles shall be seeded with the temporary seeding mixture to ensure proper stabilization. Any additional topsoil spread at these locations shall also be seeded with the temporary seeding

**Spoil Materials:**

- a. All sediment removed from erosion and sedimentation pollution control facilities shall be spread over the existing topsoil stockpiles with controls already in place. Stabilize the spoil material with the temporary seeding mixture.

**Permanent Seeding:**

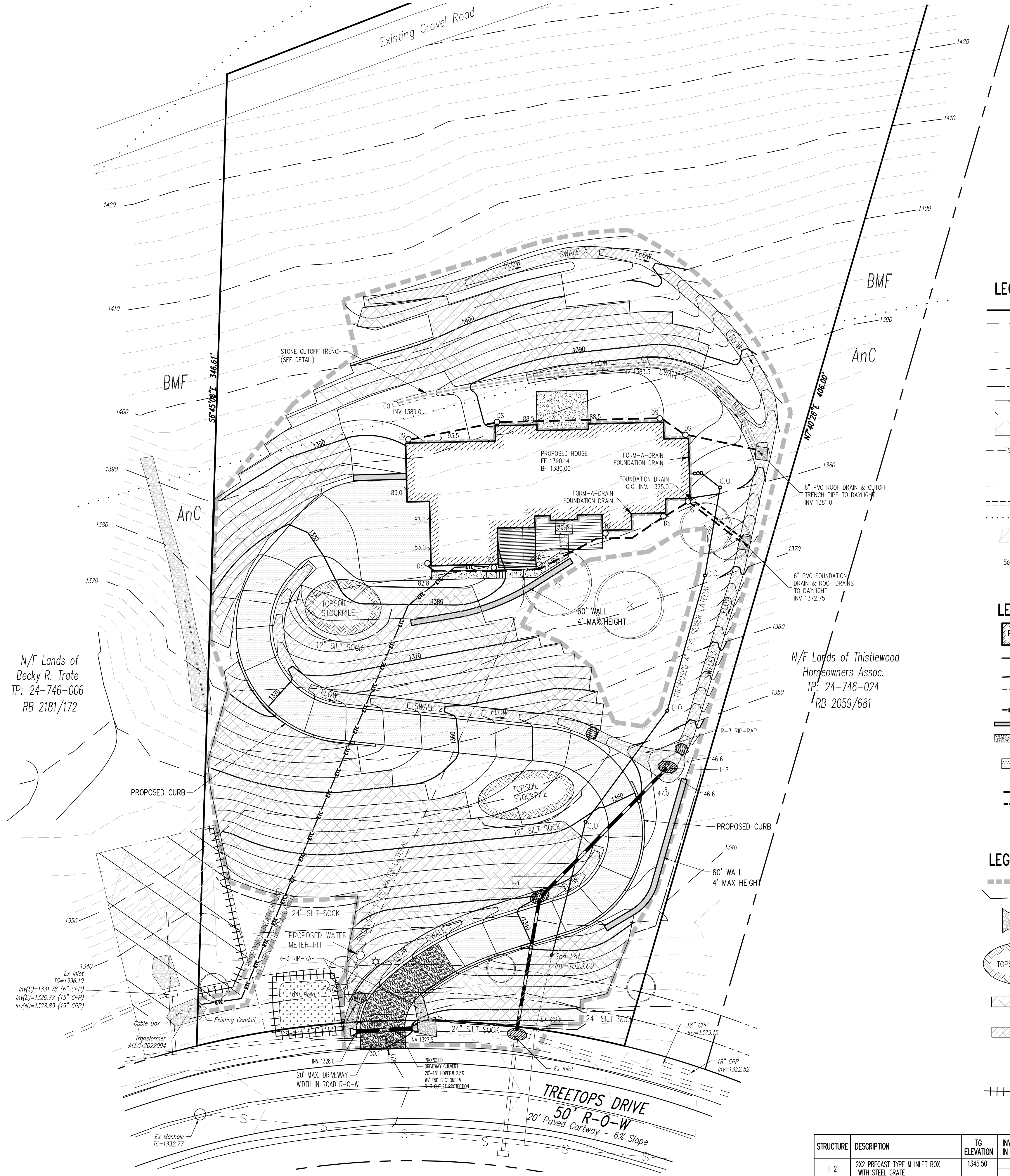
- a. If the vegetative cover is not established uniformly by the third mowing, the Contractor shall reapply topsoil, if necessary, and seed and mulch as needed, to provide adequate cover.

**Rock Filter:**

- a. The rock filter shall be maintained in a condition that will allow for adequate filtration of the runoff through them. If the stone becomes clogged, it should be removed. New stone should be added to the rock filter.

**Recycling and Disposal of Materials**

Wastes generated during the construction of this project shall be recycled if at all possible. Any materials that cannot be recycled or reused shall be disposed of at a Pennsylvania Department of Environmental Protection approved landfill. If soil and/or rock disposal areas are required, erosion and sedimentation controls shall be implemented at these areas.



**LEGEND EXISTING FEATURES**

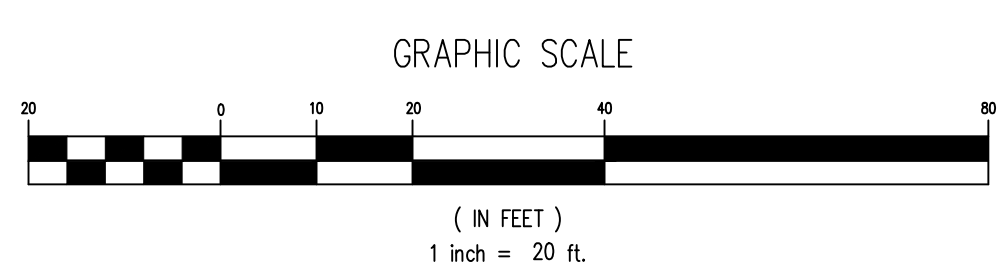
- Existing Property Lines
  - Existing Building Setbacks
  - Property Corner Pins
  - Existing Contours (2's)
  - Existing Contours (10's)
  - Easement Line (represents drainage easement area)
  - Conservation Easement Area
  - Existing Slopes
  - 8" SDR 35 PVC Sanitary Sewer Main w/ Manhole
  - Existing Underground Electric
  - Existing 8" DIP Water Main
  - Existing Storm Sewer
  - Soil Boundary Line
  - Wetlands as per Approved Thistlewood Final Subdivision Plan
- Soils on site consist of: AnC - Andover channery silt loam, 8 to 15 percent slopes  
BMF - Berks and Welkert soils, steep

**LEGEND PROPOSED FEATURES**

- PROPOSED BUILDING
- PROPOSED 4" PVC SANITARY SEWER LATERAL W/ CLEANOUT
- PROPOSED CONTOURS W/ ELEVATION
- PROPOSED 1" PE WATER SERVICE LATERAL
- PROPOSED UNDERGROUND POWER
- PROPOSED RETAINING WALL
- PROPOSED SIDEWALK
- PROPOSED DUSK TO DAWN POLE LIGHT
- PROPOSED ASPHALT DRIVEWAY
- PROPOSED DOWNSPOUT LOCATION
- PROPOSED 6" PVC ROOF DRAIN TO DAYLIGHT
- PROPOSED 6" PVC FOUNDATION DRAIN TO DAYLIGHT

**LEGEND E&S FEATURES**

- LIMIT OF DISTURBANCE (41,720 S.F.)
- SILT SOCK
- CONSTRUCTION ENTRANCE
- TOPSOIL STOCKPILE
- EROSION CONTROL SLOPE LINING (CURLEX 1 OR APPROVED EQUAL)
- EROSION CONTROL SWALE LINING (CURLEX 2 OR APPROVED EQUAL)
- INLET PROTECTION
- ROCK FILTER
- ORANGE CONSTRUCTION FENCE (SHALL BE INSTALLED PRIOR TO CONSTRUCTION)



STRUCTURE	DESCRIPTION	TC ELEVATION	INVERT IN	INVERT OUT	PIPE RUN LENGTH	DIAMETER	SLOPE
I-2	2X2 PRECAST TYPE M INLET BOX WITH STEEL GRATE	1345.50		1342.80	N 10'	INLET I-2 TO INLET I-1 64.0"	12' HOPE 9.06%
I-1	2X2 PRECAST TYPE M INLET BOX WITH STEEL GRATE	1340.00	1337.00	1334.00	N 15'	48.0"	15' HOPE 23.96%
EX. INLET	EXISTING 24" PRECAST TYPE 'M' INLET BOX w/ A BICYCLE SAFE STEEL GRATE	1324.92 (EV) 1326.42	1322.50 1322.02 1322.00	1321.90 1321.90 1321.90	S 15' E 15' N 15'		

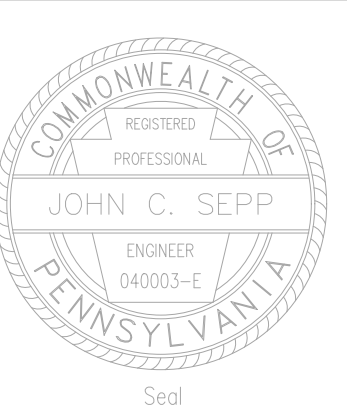
NOTE: ALL ROOF DRAINS ARE TO BE 6" PVC (SMOOTH LINED INTERIOR) AT A MINIMUM SLOPE OF 1.00% UNLESS OTHERWISE SPECIFIED.

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Designer: RRK  
 Draftsman: RRK  
 Proj/Manager: JCS  
 Surveyor:  
 Perimeter Ok:  
 Book: Pg  
 Drive: P: Layout  
 Acad:

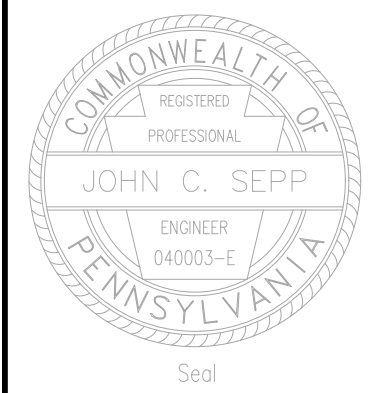
RRK 6-5-20 REVISED PER TWP COMMENTS  
 RRK 4-28-20 REVISED PER TWP COMMENTS  
 Date Description  
 REVISIONS

**THISTLEWOOD LOT 19**  
 LAND DEVELOPMENT PLAN  
 FERUGSON TOWNSHIP  
 CENTRE COUNTY  
 PENNSYLVANIA

**SITE DESIGN AND EROSION & SEDIMENTATION CONTROL PLAN AND NARRATIVE**

PROJECT NO. 15085  
 DATE JANUARY 28, 2020  
 SCALE 1"=20'  
 SHEET NO. 2 OF 5





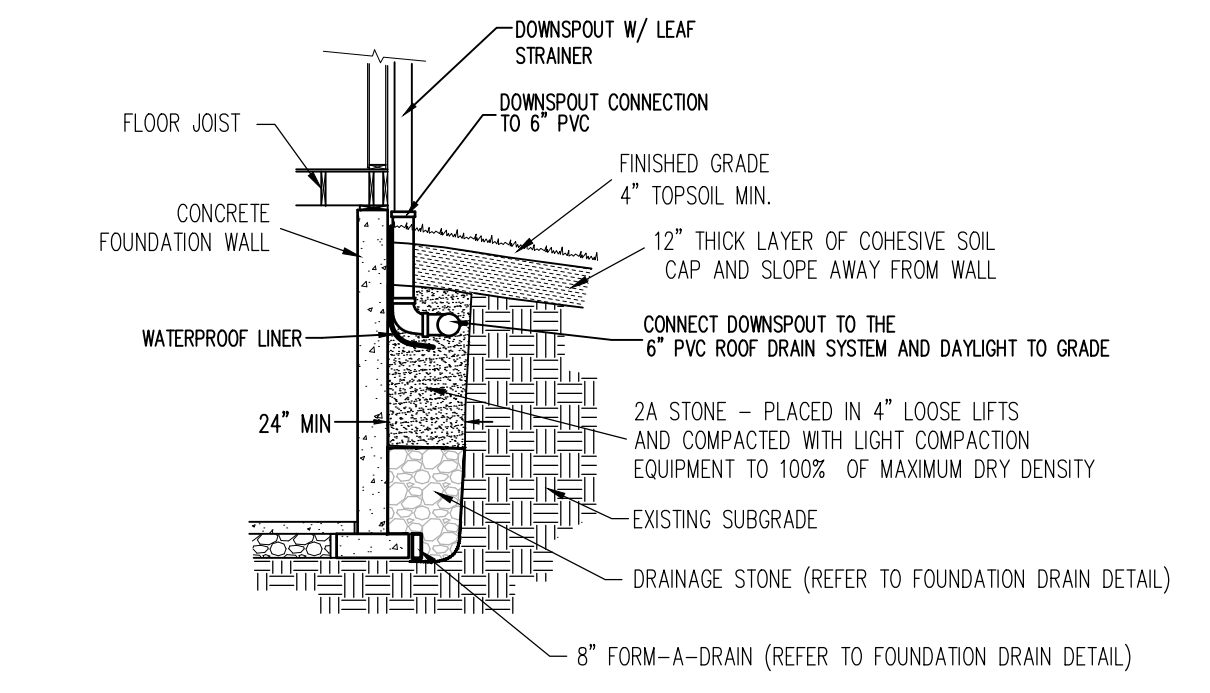
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Draftsman	JJA
Proj Manager	JCS
Surveyor	
Perimeter Ok	
Book	Pg
Drawn P: Layout	
Acad	

RRK	6-5-20	REVISED PER TWP COMMENTS
RRK	4-28-20	REVISED PER TWP COMMENTS
Date		Description
		REVISIONS

**THISTLEWOOD LOT 19**  
LAND DEVELOPMENT PLAN  
FERGUSON TOWNSHIP CENTRE COUNTY PENNSYLVANIA

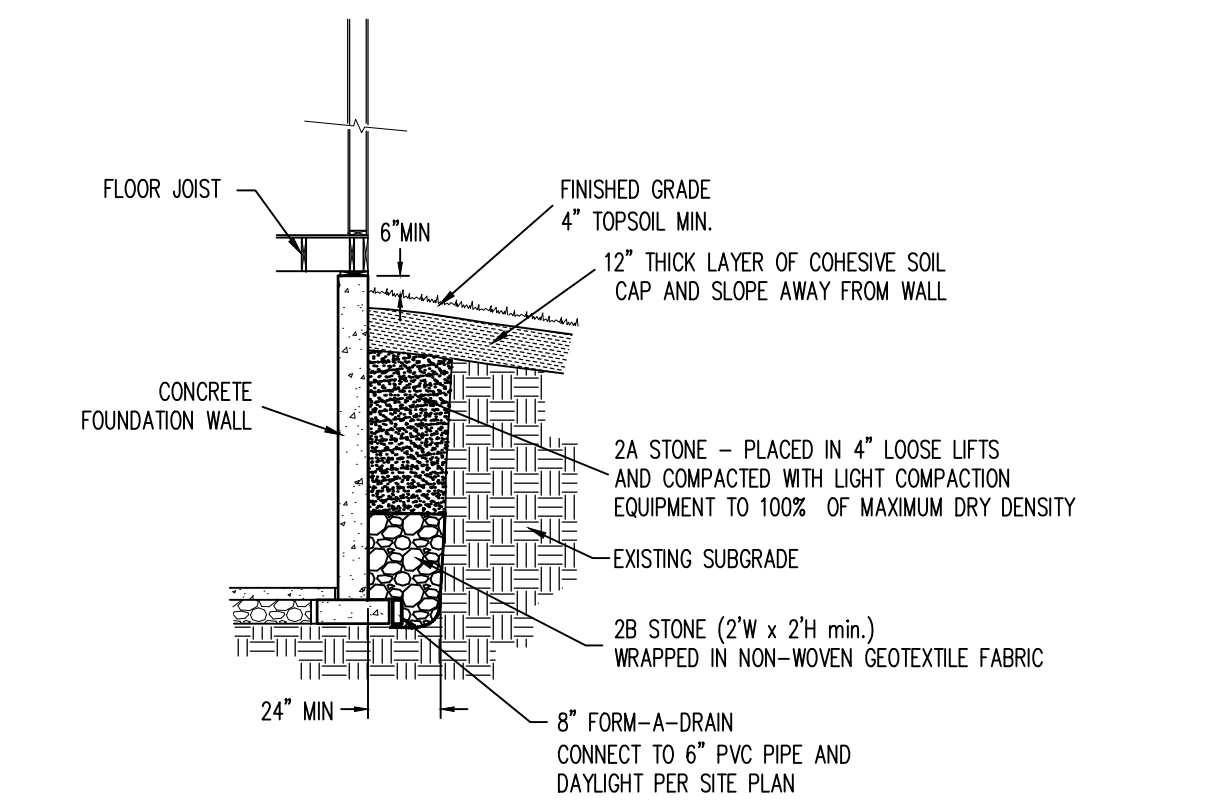
**EROSION & SEDIMENTATION CONTROL PLAN DETAILS**

PROJECT NO.	15085
DATE	JANUARY 28, 2020
SCALE	AS SHOWN
SHEET NO.	3 of 5



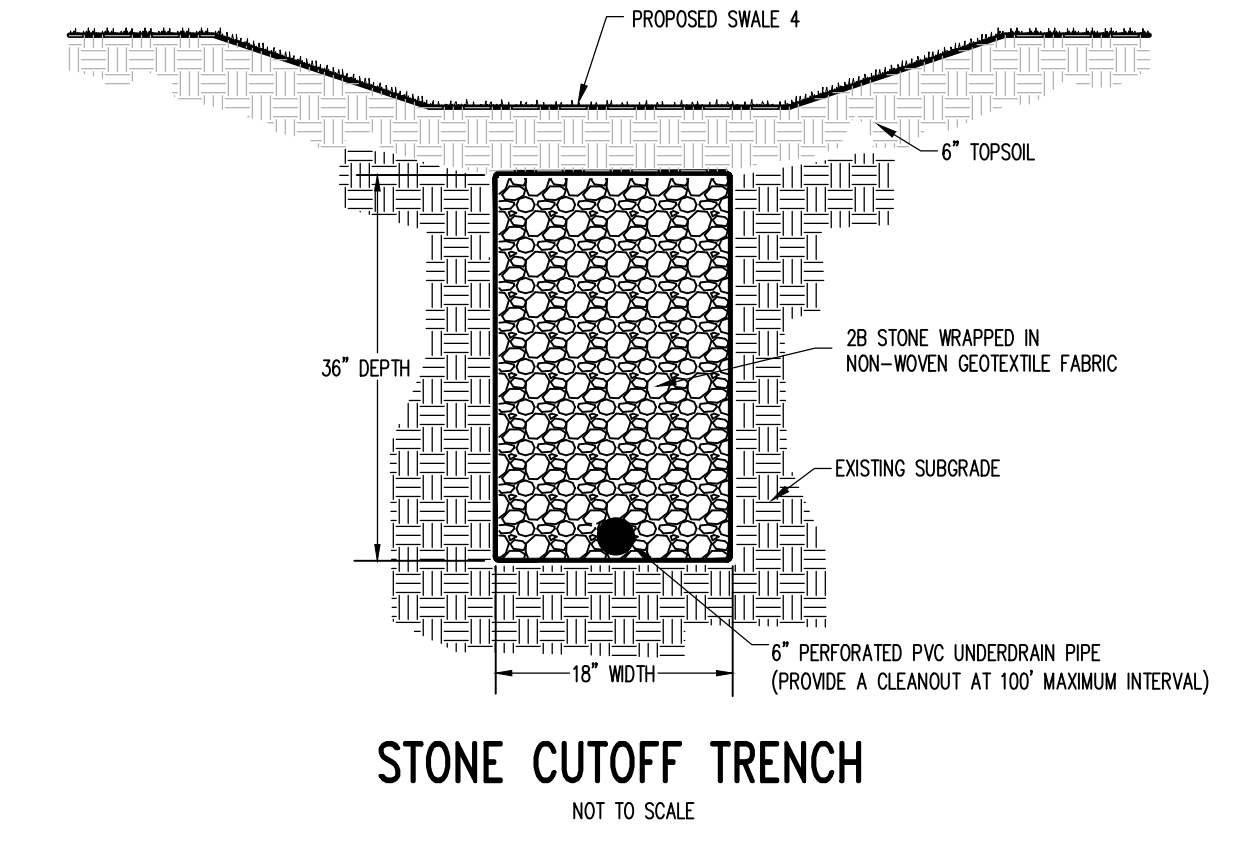
- NOTES:
1. ROOF DRAIN PIPES FOR ROOF RUNOFF ARE NOT PERMITTED TO CONNECT TO THE FOUNDATION DRAIN SYSTEM.
  2. ROOF DRAIN PIPES FOR ROOF RUNOFF ARE TO HAVE A MINIMUM SLOPE OF 1.0%.
  3. ROOF DRAIN PIPES FOR ROOF RUNOFF ARE TO BE SMOOTH-LINED PVC.

**ROOF DRAIN DETAIL**  
NOT TO SCALE

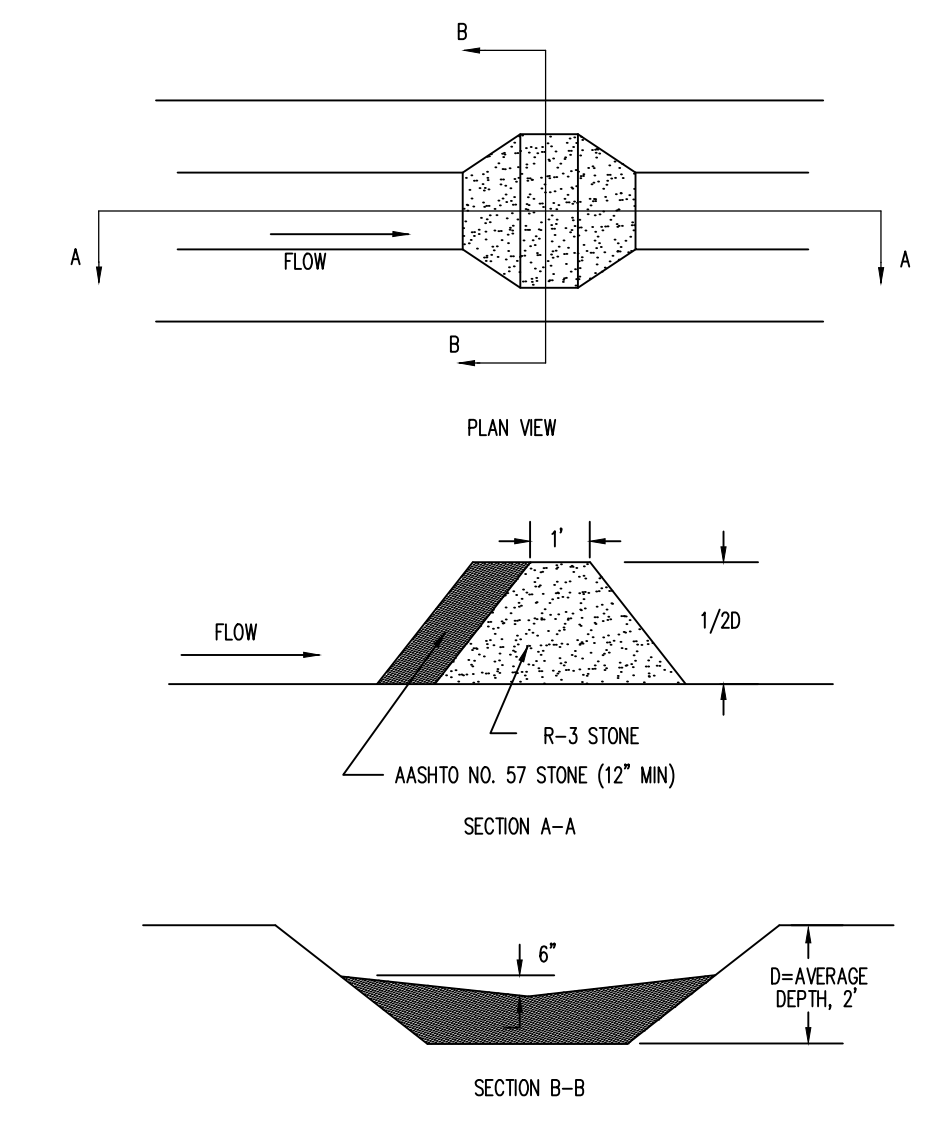


- NOTE: ROOF DRAIN PIPES FOR ROOF RUNOFF ARE NOT PERMITTED TO CONNECT TO THE FOUNDATION DRAIN SYSTEM.

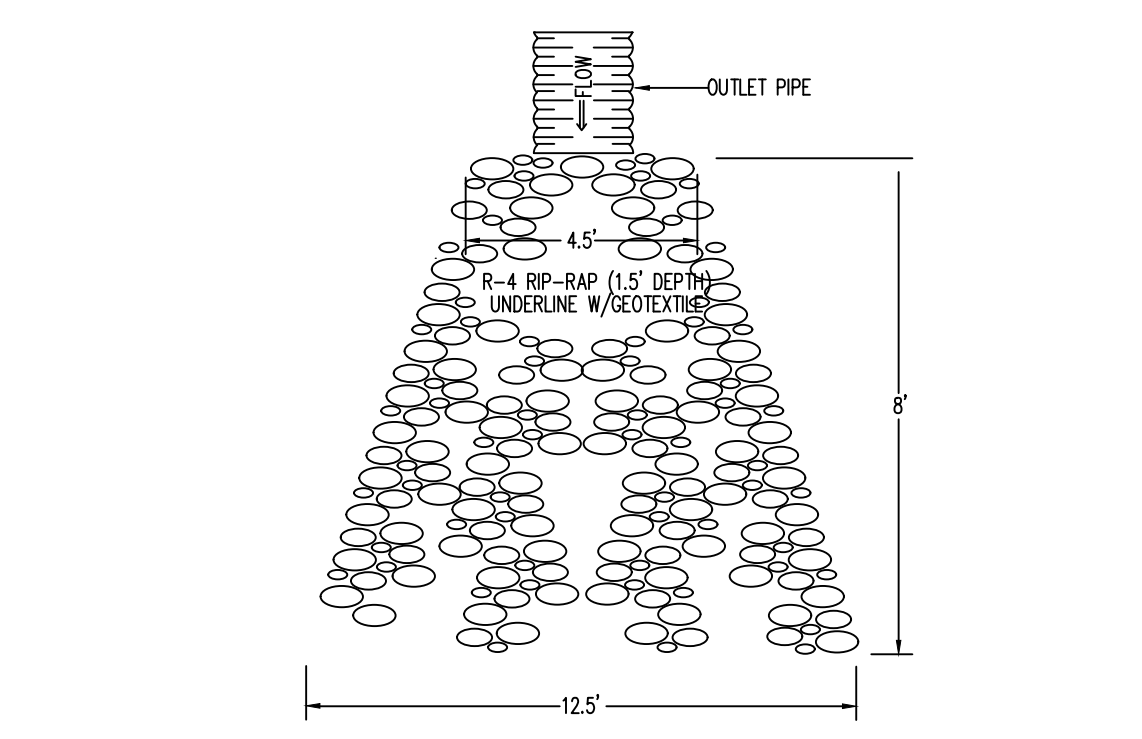
**FOUNDATION DRAIN DETAIL**  
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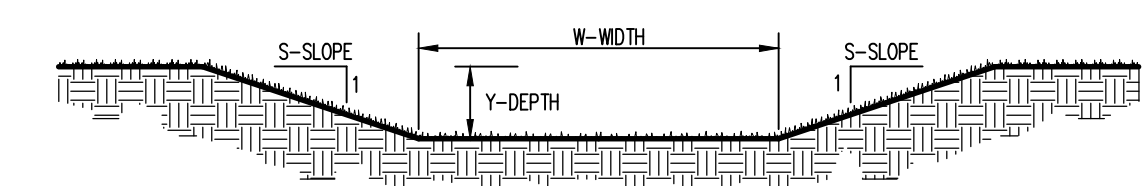
**STONE CUTOFF TRENCH**  
NOT TO SCALE



**ROCK FILTER**  
NOT TO SCALE

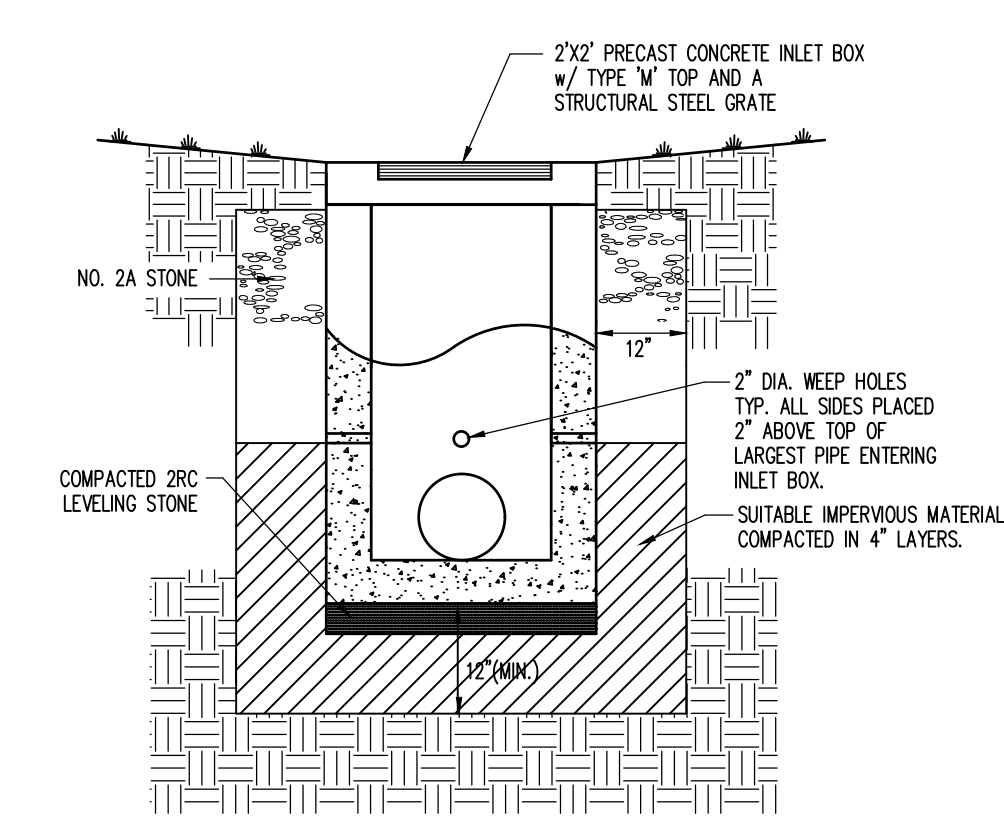


**GEOTEXTILE LINED RIP-RAP APRON**  
NOT TO SCALE

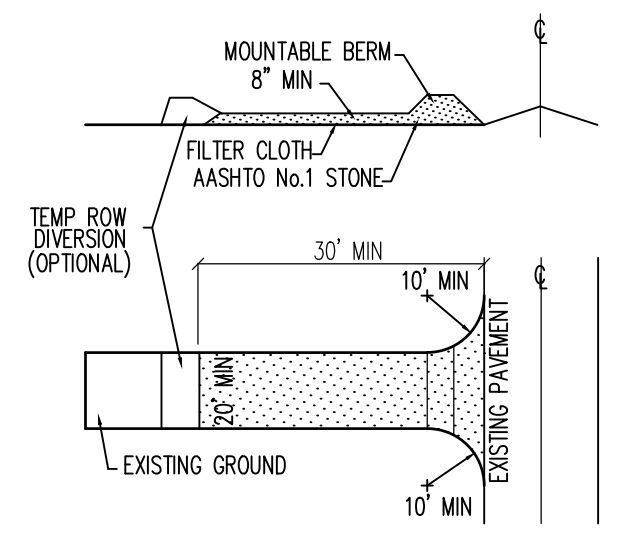


SWALE #	WIDTH	DEPTH	SIDE SLOPE
#1	2'	1'	3:1
#2	2'	1'	3:1
#3	2'	1'	3:1
#4	2'	1'	3:1

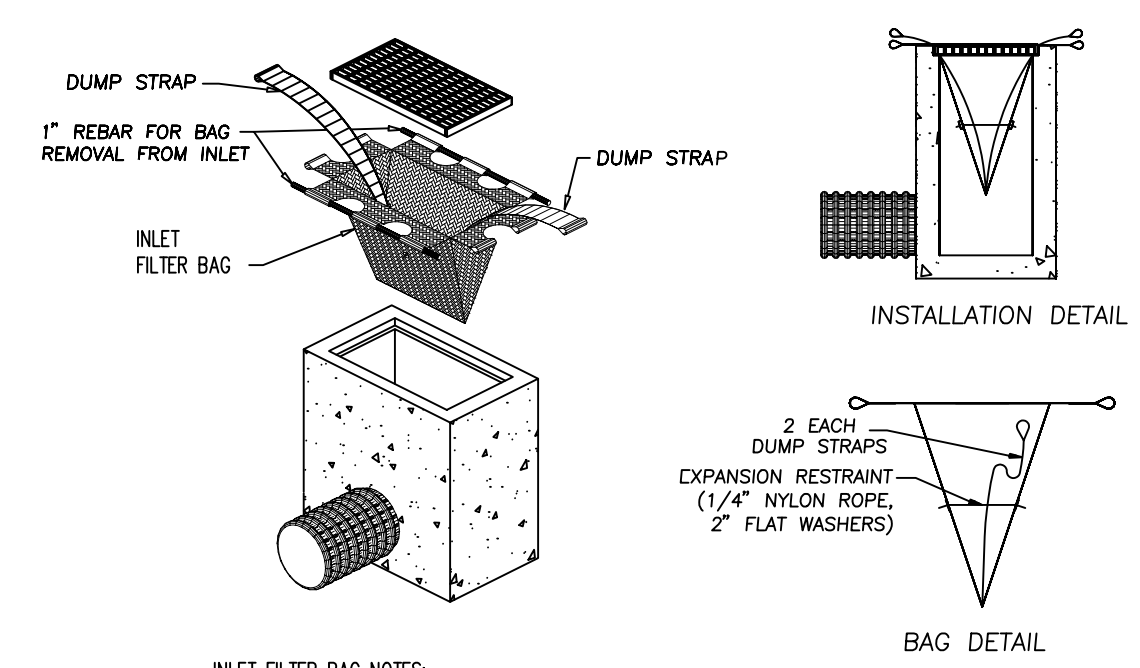
**SWALE SECTION**  
NOT TO SCALE



**2'X2' TYPE 'M' PRECAST CONCRETE INLET**  
NOT TO SCALE

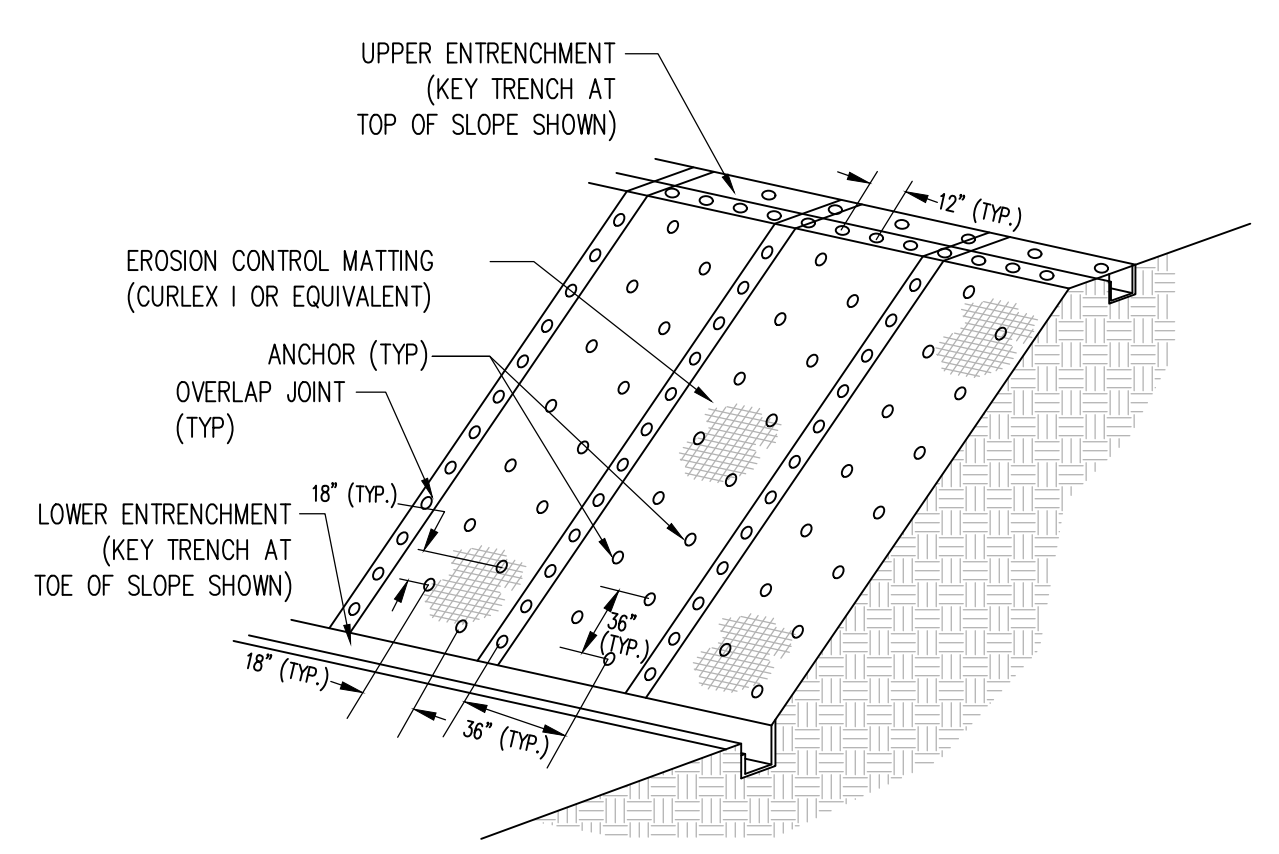


**CONSTRUCTION ENTRANCE**  
NOT TO SCALE



- INLET FILTER BAG NOTES:**
1. FILTER BAG SHOULD TRAP PARTICLES LARGER THAN 150 MICRONS.
  2. WHEREVER FILTER BAGS ARE USED THEY SHOULD BE INSTALLED ACCORDING TO MANUFACTURERS SPECIFICATIONS.
  3. INLET FILTER BAGS SHOULD BE INSPECTED ON A WEEKLY BASIS AND AFTER EACH RUNOFF EVENT.
  4. FILTER BAGS SHOULD BE CLEANED AND/OR REPLACED WHEN BAG IS 1/2 FULL.
  5. DAMAGED FILTER BAGS SHOULD BE REPLACED.
  6. NEEDED REPAIRS SHOULD BE INITIATED IMMEDIATELY AFTER THE INSPECTION.

**INLET FILTER BAG (TYPE M)**  
NOT TO SCALE

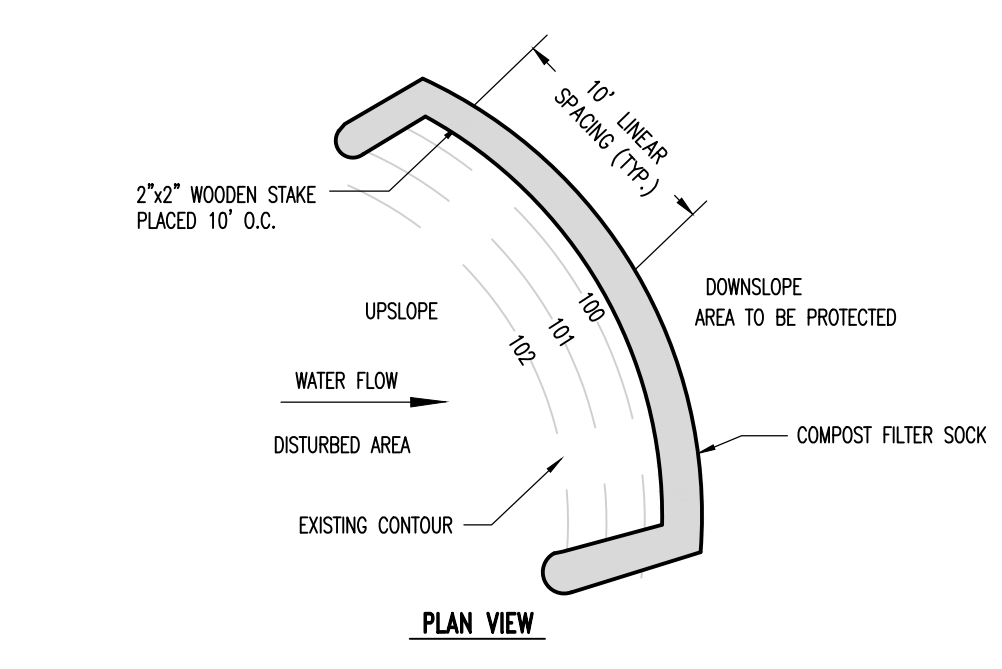


**ON SLOPES 3:1 AND STEEPER**

SWALE LININGS	CURLEX 1	CURLEX 2
SWALES		X
SLOPES	X	

- INSTALLATION NOTES:**
1. PRIOR TO EROSION CONTROL LINING INSTALLATION STABILIZATION SHALL BE AS FOLLOWS:  
A. SPREAD TOPSOIL.  
B. SEED SLOPE WITH THE PERMANENT SEEDING MIXTURE.  
C. BEGIN APPROPRIATE SLOPE MATTING INSTALLATION AS FOLLOWS BELOW.
  2. BURY TOP END OF THE STRIPS IN A TRENCH 12" DEEP (MIN.) X 6" WIDE (MIN.).
  3. TAMP TRENCH FULL OF SOIL. SECURE WITH ROW OF STAPLES 12" SPACING -- 4" AWAY FROM TRENCH.
  4. OVERLAP AND BURY UPPER END OF LOWER STRIP. OVERLAP END OF TOP STRIP 4" AND STAPLE.
  5. INSTALL DOUBLE ROW OF STAPLES AT EACH STRIP END (1" ABOVE AND 1" BELOW TRENCH).
  6. OVERLAP STRIPS AND STAPLE EVERY 18" O.C. ALONG OVERLAP IF MULTIPLE STRIPS ARE REQUIRED ALONG WIDTH OF SLOPE.

**EROSION CONTROL LINING INSTALLATION**  
NOT TO SCALE



**TABLE 4.1**  
Compost Sock Fabric Minimum Specifications

Material Type	3 mil HDPE	5 mil HDPE	5 mil HDPE	Multi-Filament Polypropylene (MFPP)	Heavy Duty Multi-Filament Polypropylene (HDMP)
Material Characteristics	Photo-degradable	Photo-degradable	Biodegradable	Photo-degradable	Photo-degradable
Sock Diameters	12" 18"	12" 18" 24" 32"	12" 18" 24" 32"	12" 18" 24" 32"	12" 18" 24" 32"
Mesh Opening	3/8"	3/8"	3/8"	3/8"	1/8"
Tensile Strength		26 psi	26 psi	44 psi	202 psi
Ultimate Stability % Original Strength (ASTM G-155)	23% at 1000 hr.	23% at 1000 hr.		100% at 1000 hr.	100% at 1000 hr.
Minimum Functional Longevity	6 months	9 months	6 months	1 year	2 years

**Two-Ply Systems**

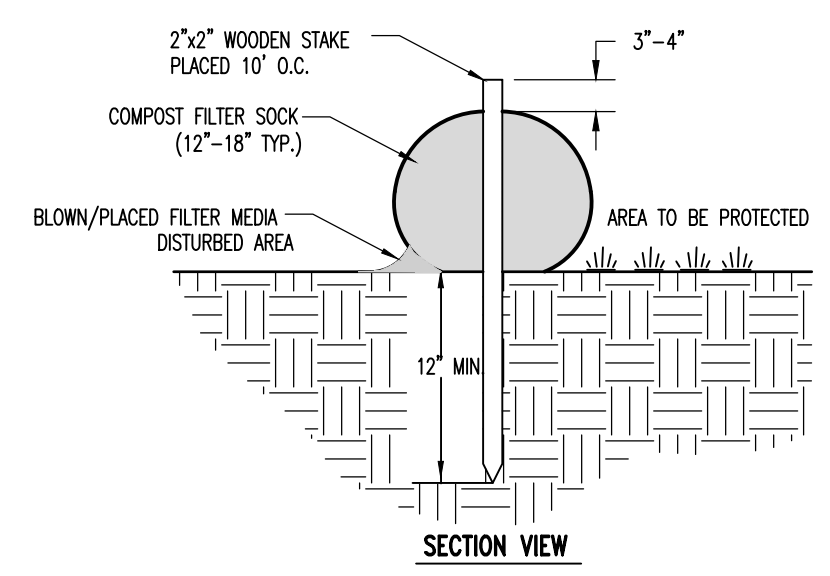
Inner Containment Netting	Outer Filtration Mesh
HDPE biotiss net Continuously wound Fusion-welded junctures 3/4"x3/4" Max. aperture size	Composite Polypropylene Fabric (Woven layer and non-woven fleece mechanically fused via needle punch)
	3/16" Max. aperture size

Sock fabrics composed of burlap may be used on projects lasting 6 months or less.

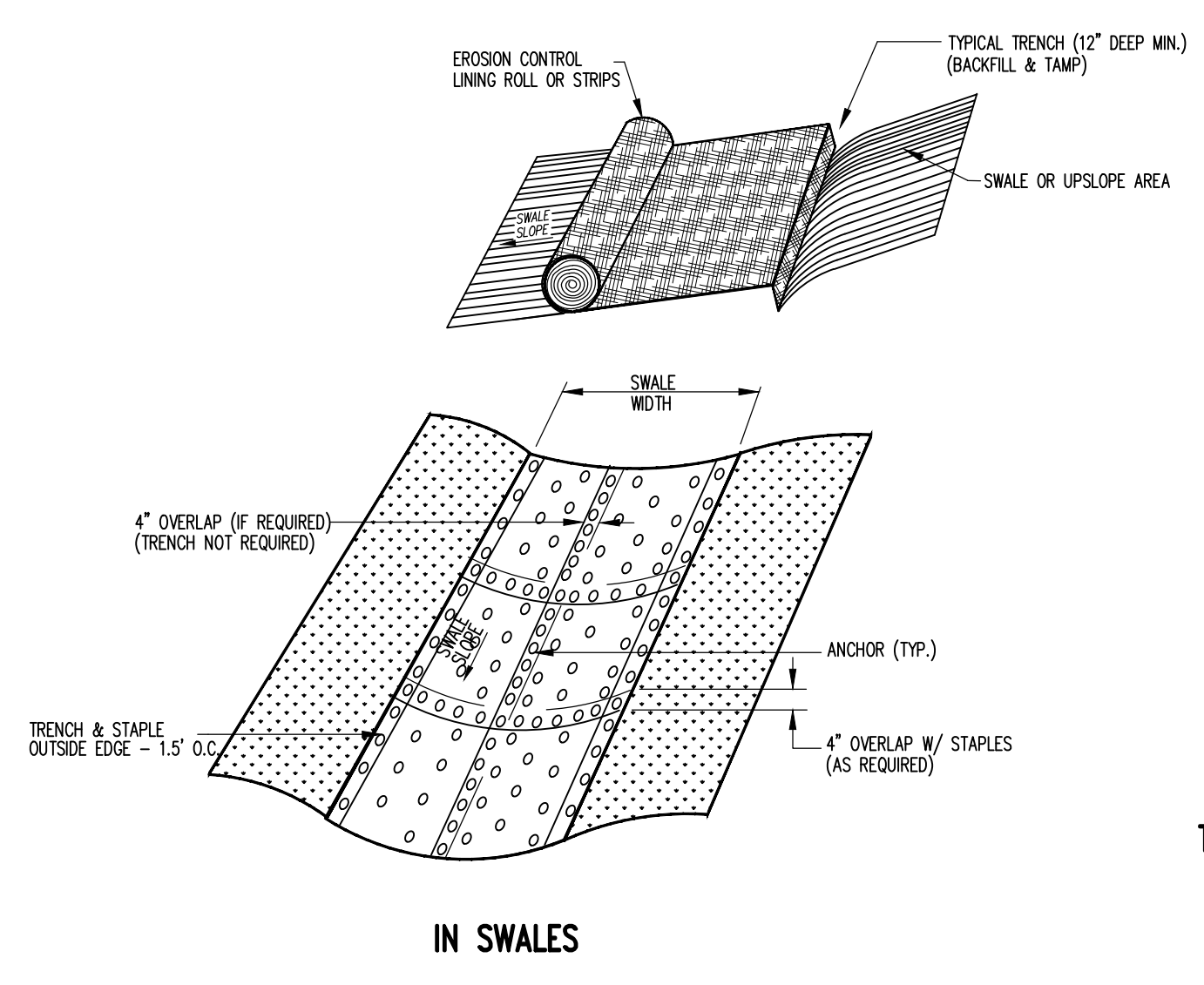
**TABLE 4.2**  
Compost Standards

Organic Matter Content	25%-100% (dry weight basis)
Organic Particle	Fibrous and elongated
pH	5.5-8.5
Moisture Content	30%-60%
Particle Size	30% - 50% pass through 3/8" sieve
Soluble Salt Concentration	5.0 dS/m (mhos/cm) Maximum

**COMPOST FILTER SOCK DETAIL**  
NOT TO SCALE

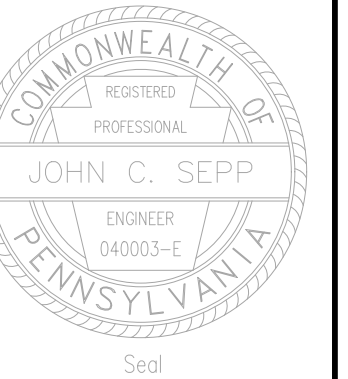


- NOTES:**
1. ALL MATERIAL TO MEET EPA COMPOST FILTER SOCK SPECIFICATIONS.
  2. SILT SOCK COMPOST/SOIL/ROCK/SEED FILL TO MEET APPLICATION REQUIREMENTS.
  3. SILT SOCKS DEPICTED ARE FOR USE ON MINIMAL SLOPES. GREATER SLOPES MAY REQUIRE LARGER SILT SOCKS PER THE ENGINEER.
  4. COMPOST MATERIAL TO BE DISPERSED ON SITE, AS DETERMINED BY ENGINEER.



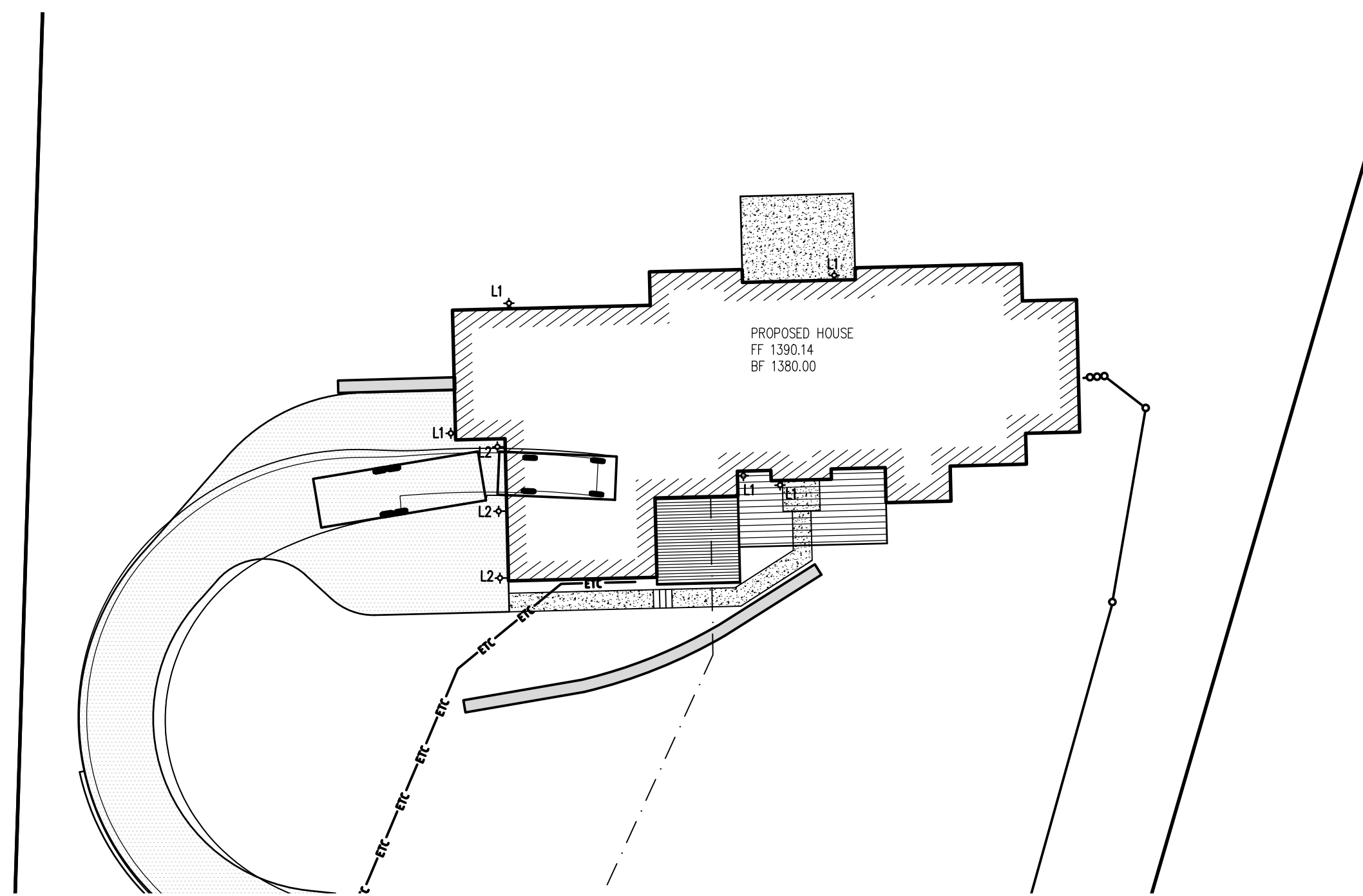
**IN SWALES**

**TYPICAL ANCHORING PATTERN**

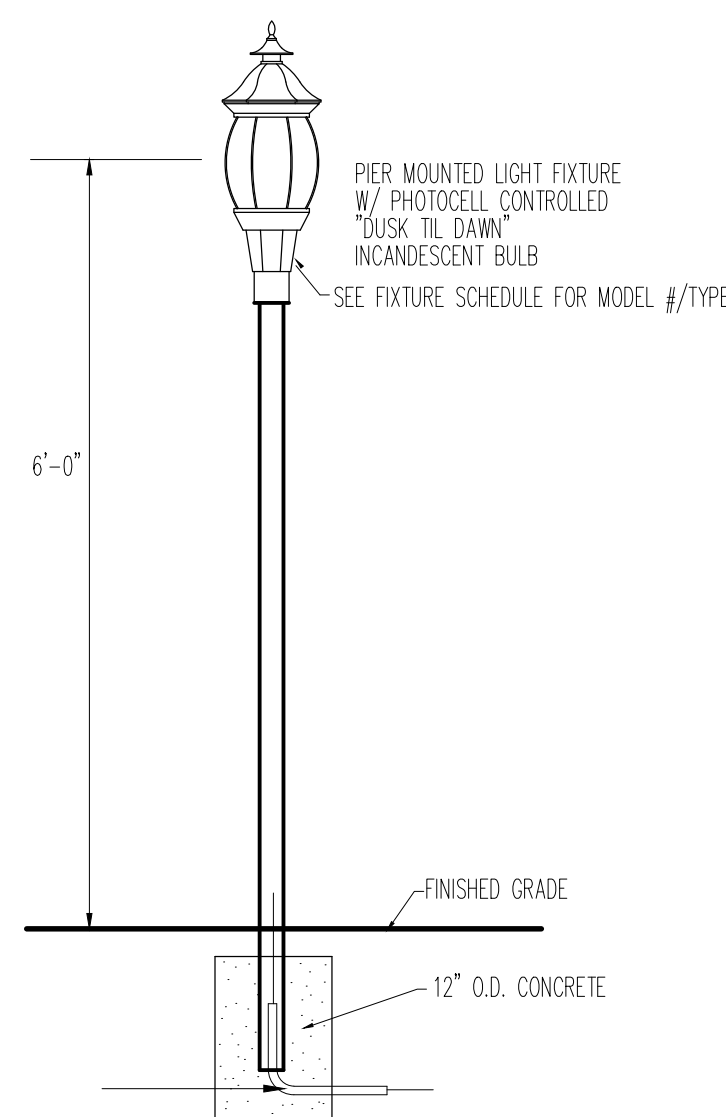


LIGHT FIXTURE SCHEDULE									
FIXTURE	DESCRIPTION	MANUFACTURER	MODEL NO.	MOUNTING	LAMPS	WATTS	VOLTS	HEIGHT	QUANTITY
L1	ENTRANCE LIGHT	WESTINGHOUSE	6697200	WALL	BULB	40	VERIFY	5'-6"	5
L2	GARAGE LIGHT	OSTWIN	OW-OLCL-01RW-1N930	WALL	LED	9	VERIFY	5'-6"	3
L3	POLE LIGHT	PORTFOLIO	FY12-001	POLE	BULB	40	VERIFY	6'-0"	1

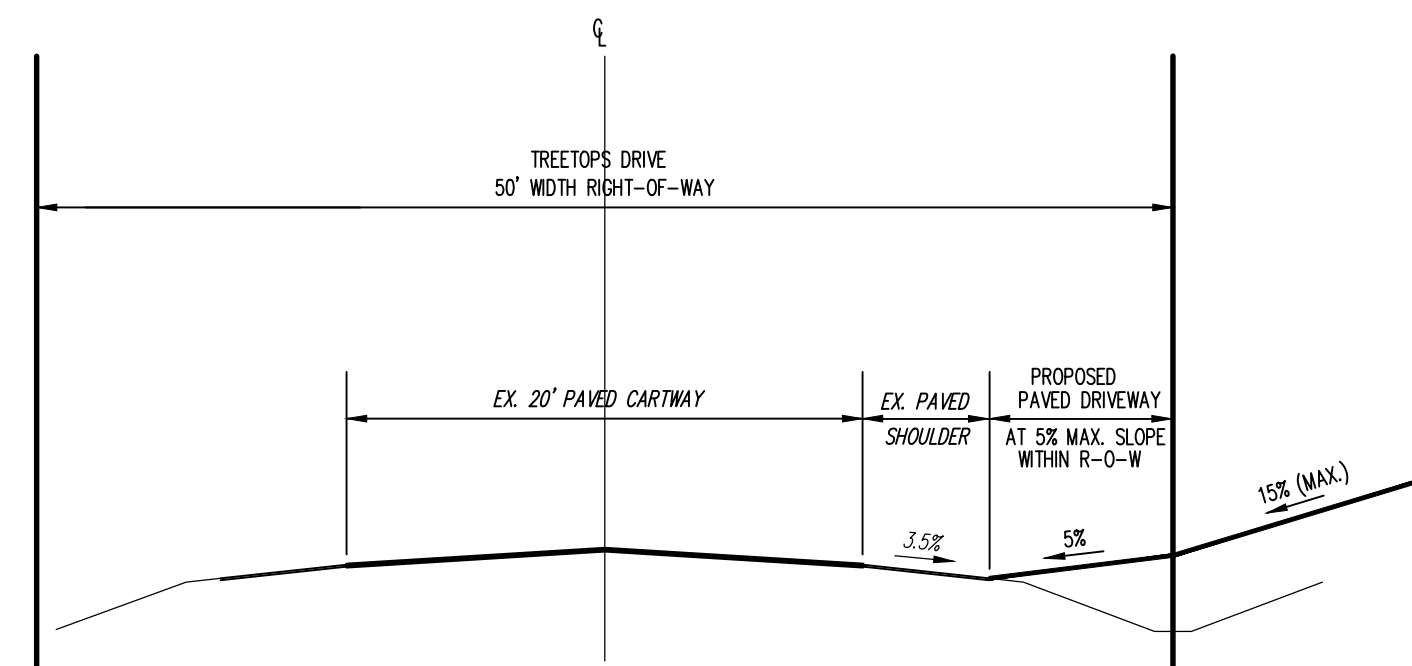
NOTES: 1. LOT OWNER MAY CHOOSE DIFFERENT LIGHT FIXTURE SO LONG AS REQUIREMENTS OF PROJECT NOTE 9 ON SHEET 1 OF 4 ARE MET.  
2. THE POLE LIGHT FIXTURE L3 IS TO BE "DUSK TO DAWN."



LIGHTING DETAIL  
SCALE: 1"=20'

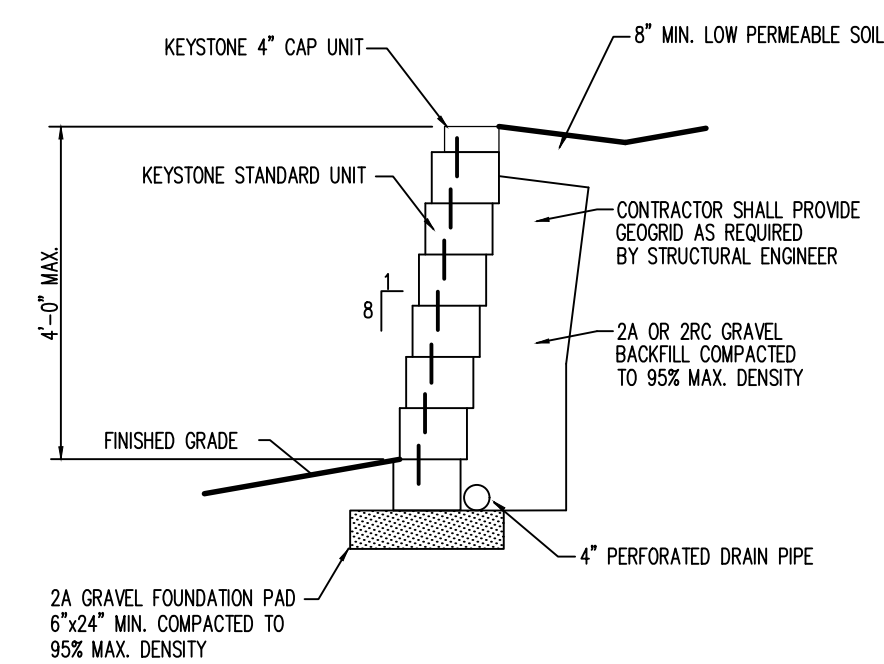


NO SCALE  
NOTE: REFER TO SHEET 1 OF 3 FOR POLE LOCATION.



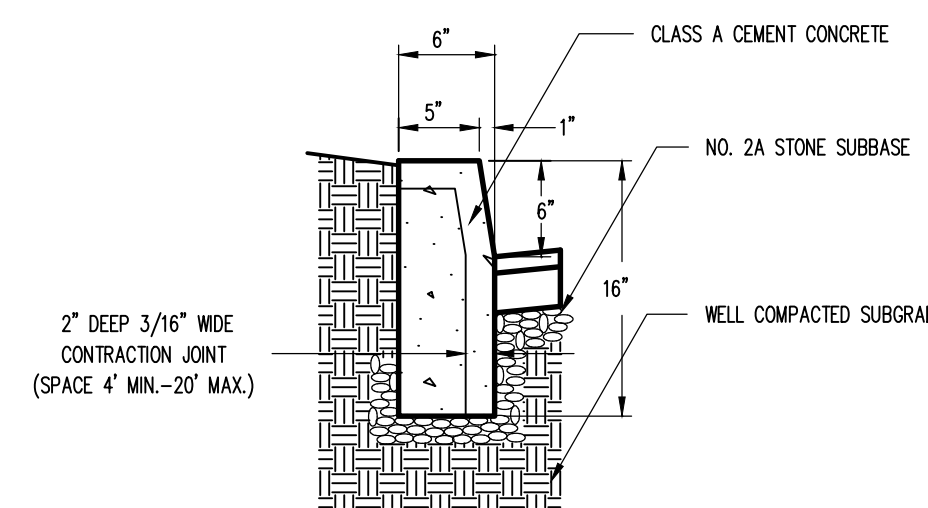
NOTES: 1. MAXIMUM DRIVEWAY SLOPE WITHIN FERGUSON TOWNSHIP RIGHT-OF-WAY IS 5%.  
2. MAXIMUM DRIVEWAY SLOPE OUTSIDE THE RIGHT-OF-WAY IS 15%.

PROPOSED DRIVEWAY SLOPE  
NOT TO SCALE

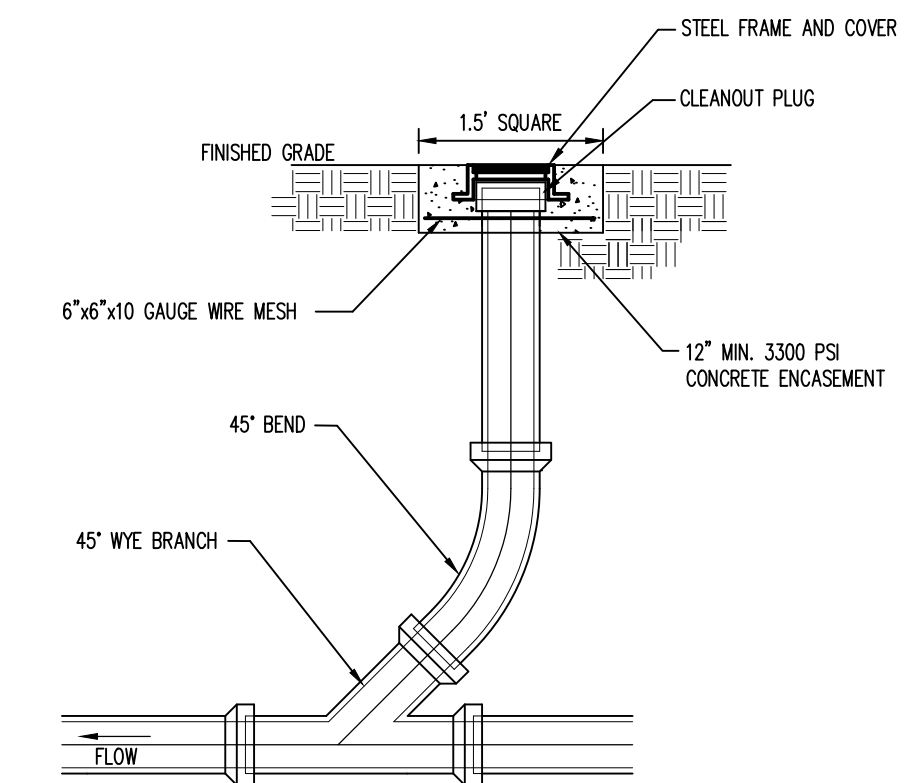


DESIGN BASED ON KEYSTONE STANDARD UNITS AS MANUFACTURED BY KEYSTONE RETAINING WALL SYSTEMS, INC. (FOR SUBSTITUTION, PROVIDE COMPARABLE DESIGN)

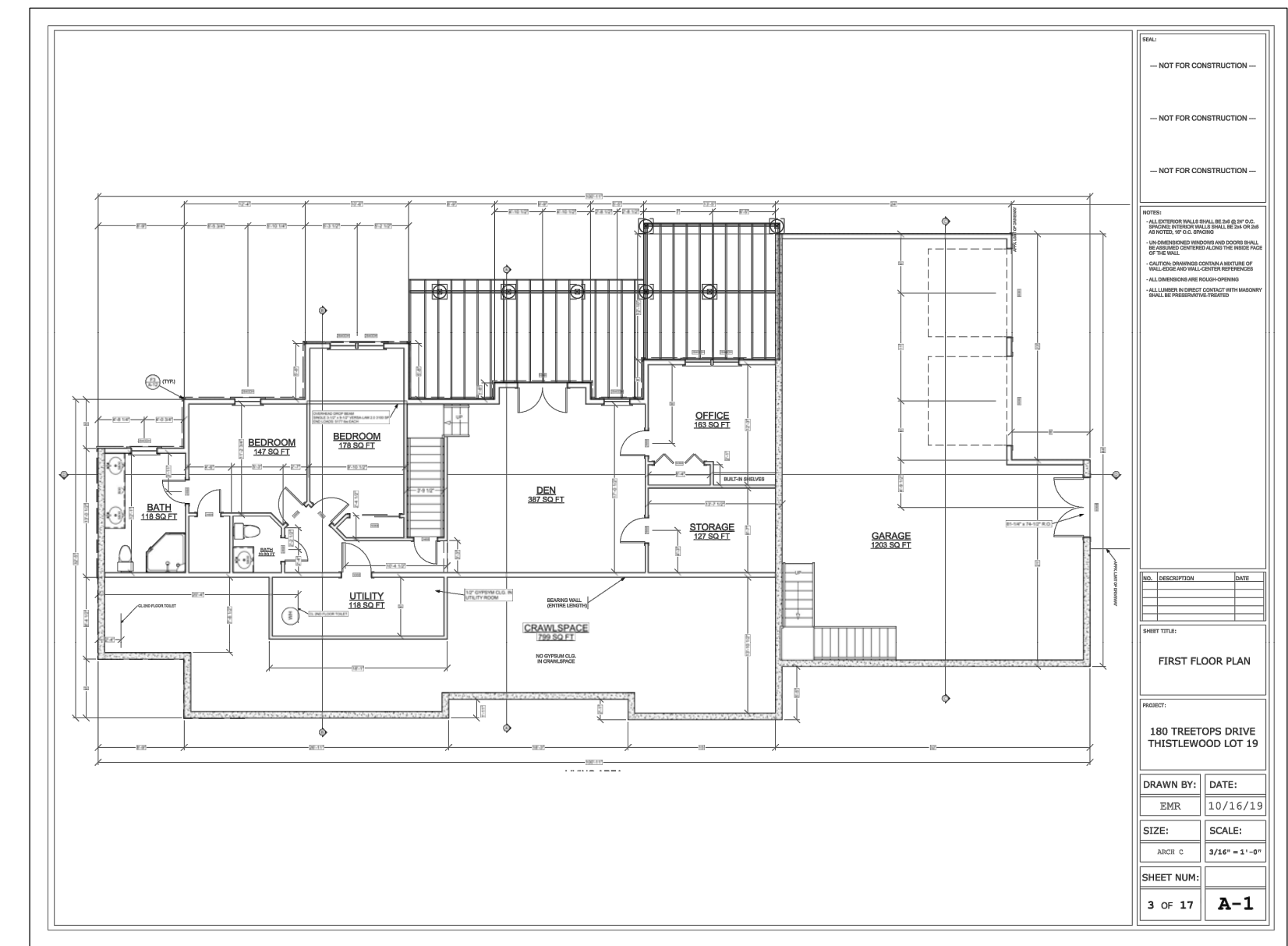
WALL SECTION  
NOT TO SCALE



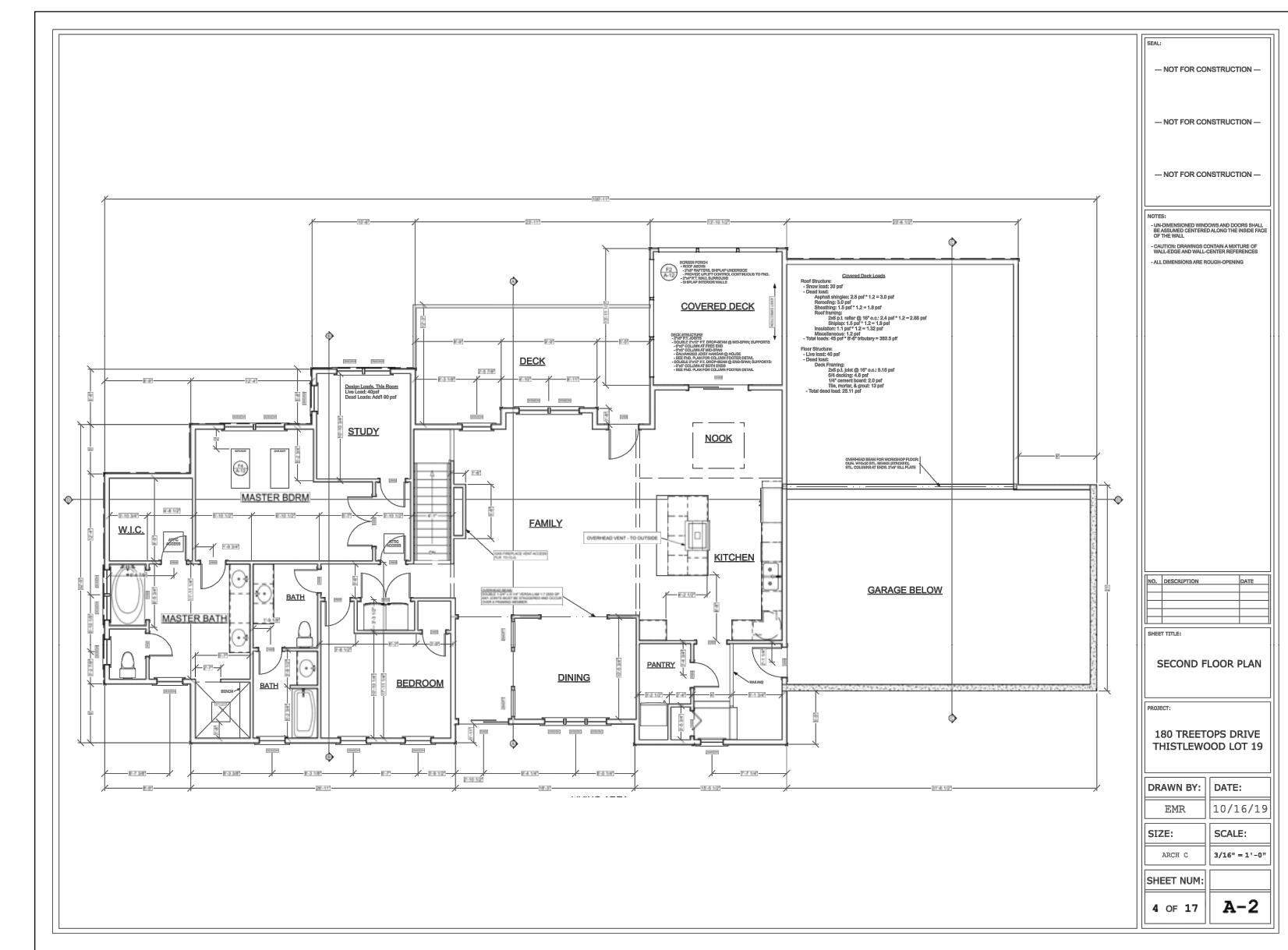
CONCRETE CURB  
NOT TO SCALE



SANITARY SEWER CLEAN-OUT DETAIL  
NOT TO SCALE



FIRST FLOOR PLAN  
SCALE: AS NOTED



SECOND FLOOR PLAN  
SCALE: AS NOTED

Designer: RRK  
Draftsman: JJA  
Proj Manager: JCS  
Surveyor:  
Perimeter Ok:  
Book: Pg:  
Drive: P: Layout:  
Acad:

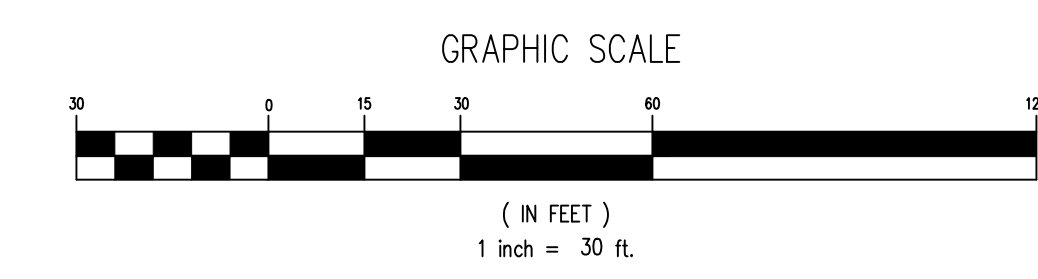
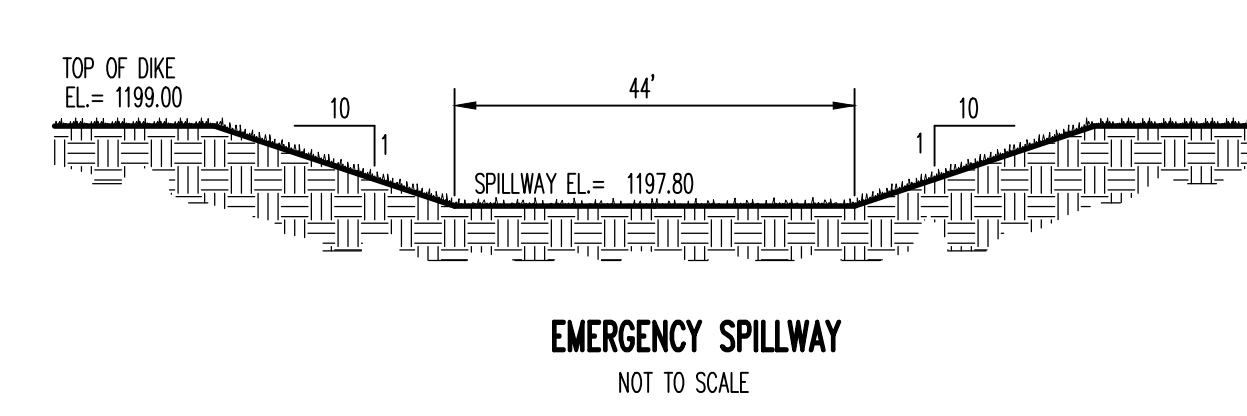
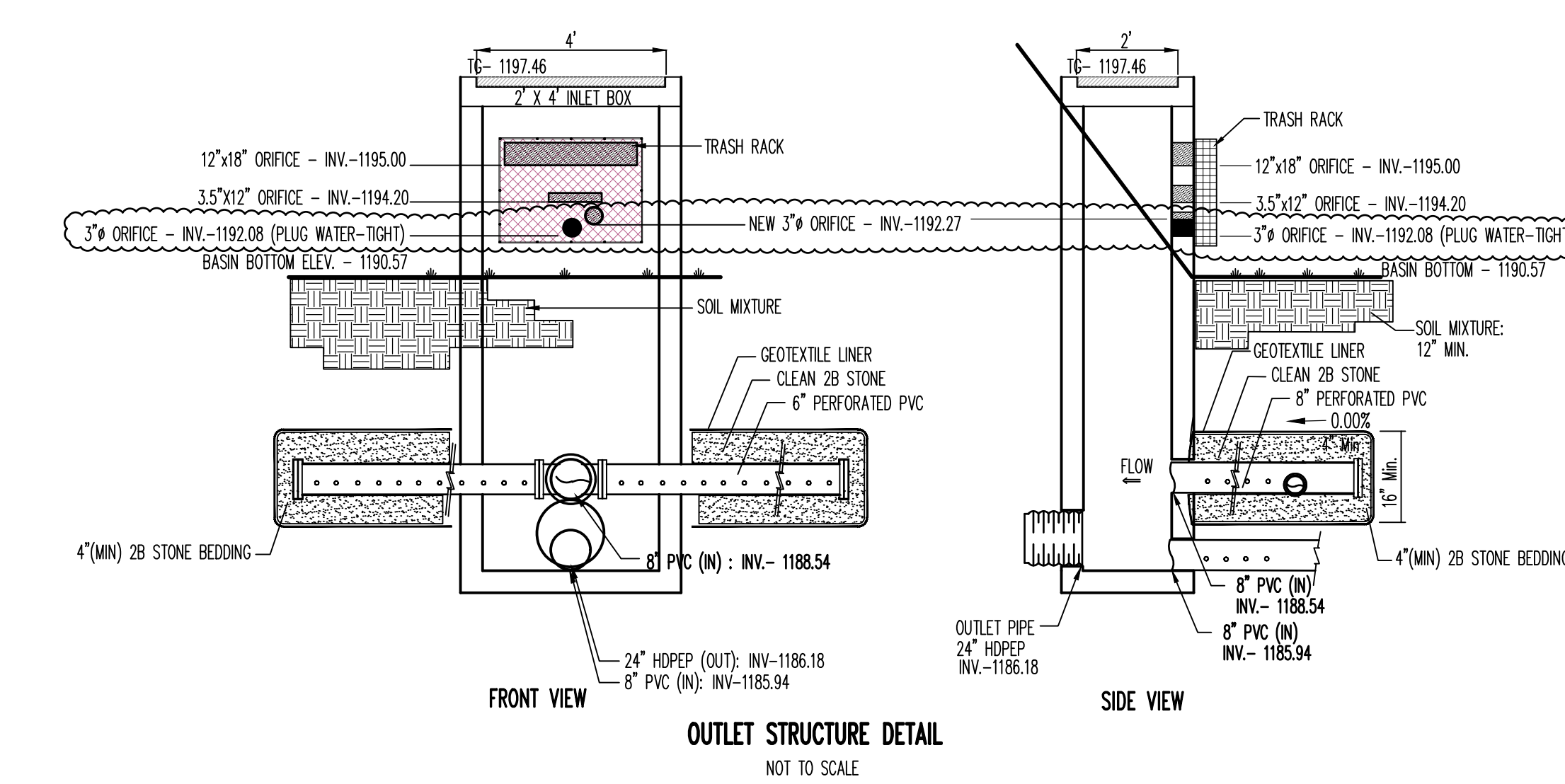
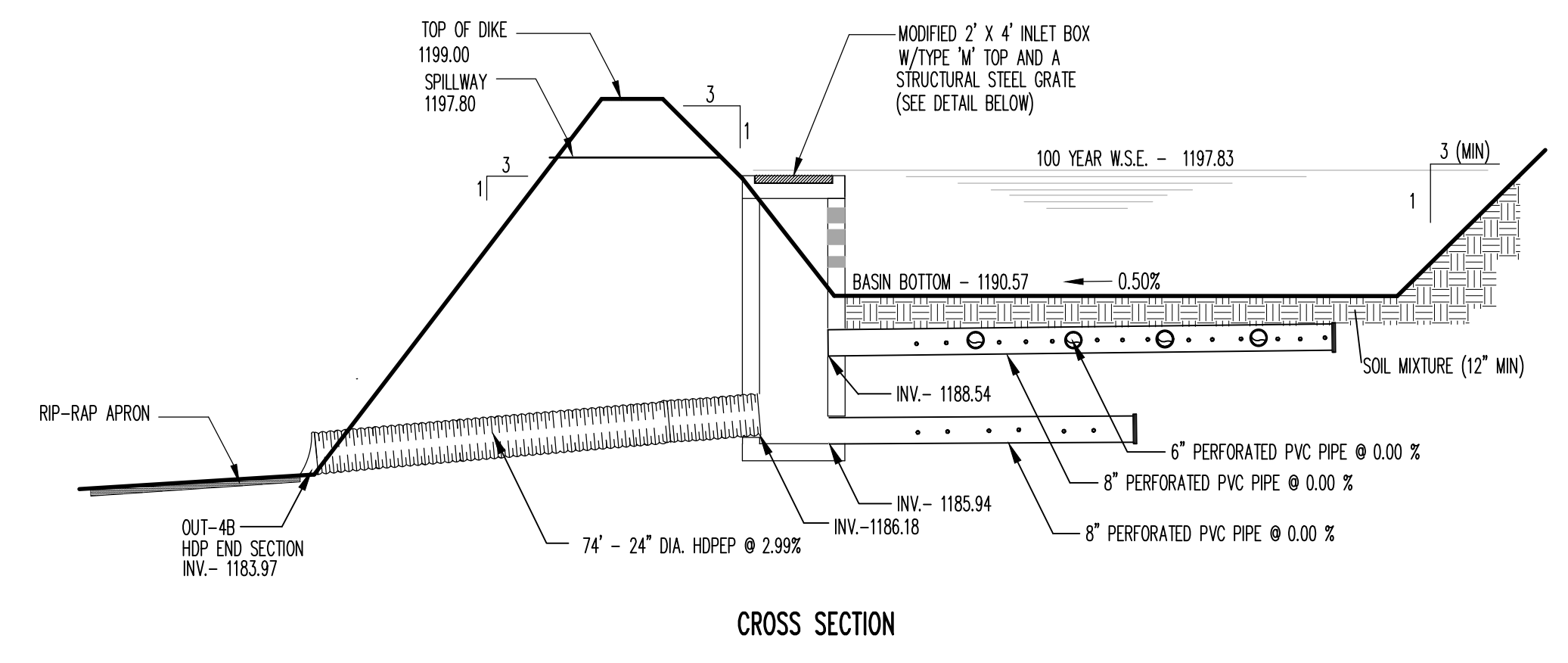
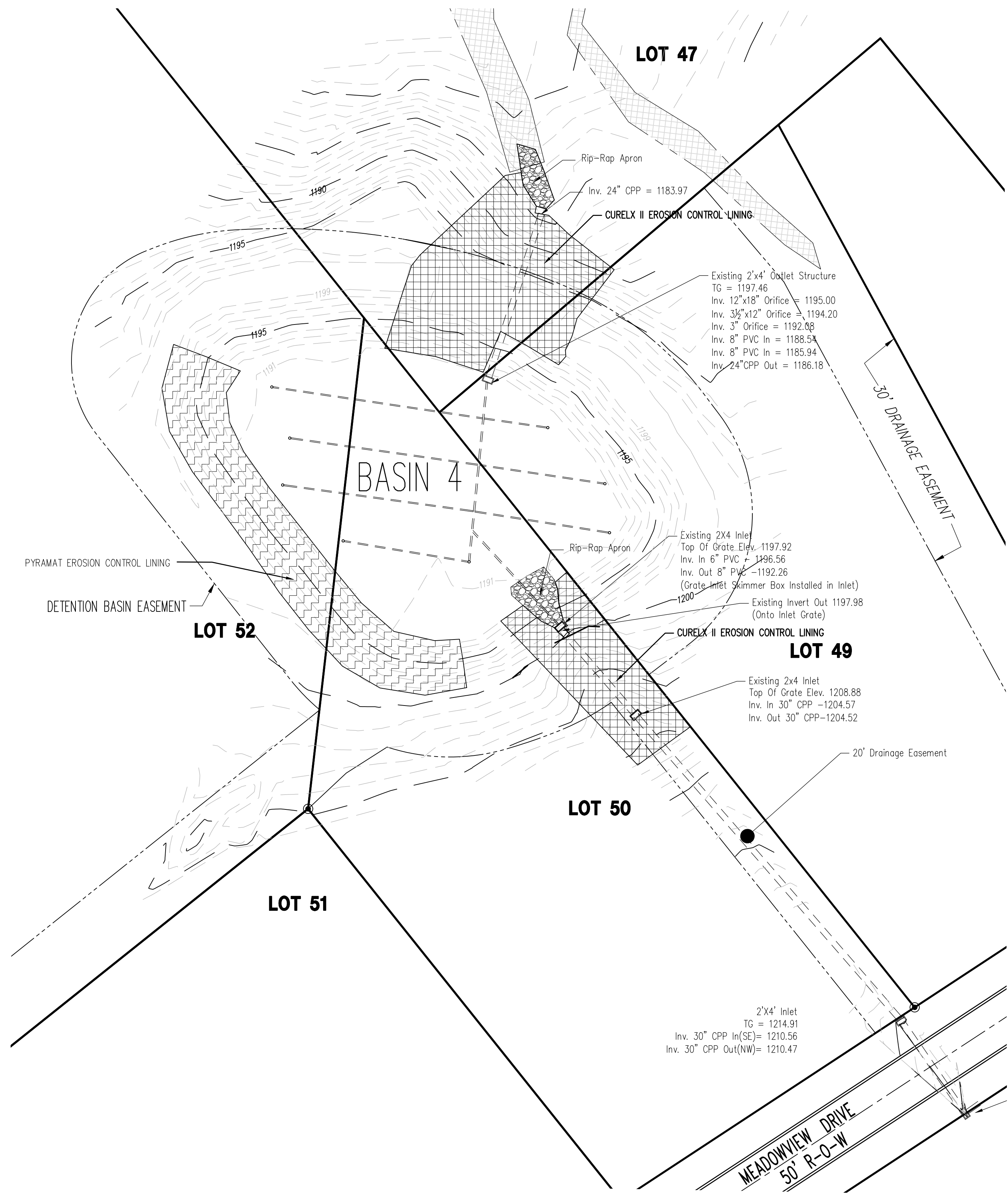
RRK  
6-5-20 REVISED PER TWP COMMENTS  
RRK  
4-28-20 REVISED PER TWP COMMENTS  
Date: Description  
REVISIONS

**THISTLEWOOD LOT 19**  
LAND DEVELOPMENT PLAN  
FERGUSON TOWNSHIP CENTRE COUNTY PENNSYLVANIA

FLOOR PLANS & DETAILS

PROJECT NO.  
15085  
DATE  
JANUARY 28, 2020  
SCALE SHEET NO.  
AS SHOWN 4 OF 5





Designer	RRK
Draftsman	JJA
Proj Manager	JCS
Surveyor	
Perimeter Ok	
Book	Pg
Drawn P:	Layout
Acad	

Date	Description
6-5-20	REVISED PER TWP COMMENTS
4-28-20	REVISED PER TWP COMMENTS
	REVISIONS

**THISTLEWOOD LOT 19**  
LAND DEVELOPMENT PLAN  
FERGUSON TOWNSHIP  
CENTRE COUNTY  
PENNSYLVANIA

**STORMWATER BASIN 4 MODIFICATIONS**

PROJECT NO.	15085
DATE	JANUARY 28, 2020
SCALE	AS SHOWN
SHEET NO.	5 of 5



## Pribulka,David

---

**From:** Pribulka,David  
**Sent:** Monday, June 29, 2020 8:30 AM  
**To:** Dininni,Laura  
**Subject:** RE: Consent Agenda Item

Yes

David G. Pribulka  
Township Manager  
Ferguson Township  
tel: (814) 238-4651  
fax: (814) 238-3454



Visit the Township's Web Site and sign up for *Notify Me!* to receive

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Notice: All Township employee email may be subject to public disclosure under the Commonwealth of Pennsylvania Right to Know Act.

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**From:** Dininni,Laura <ldininni@twp.ferguson.pa.us>  
**Sent:** Friday, June 26, 2020 5:51 PM  
**To:** Pribulka,David <dprbulka@twp.ferguson.pa.us>  
**Subject:** Consent Agenda Item

Hi Dave,

Can you please add the following to the next consent agenda?

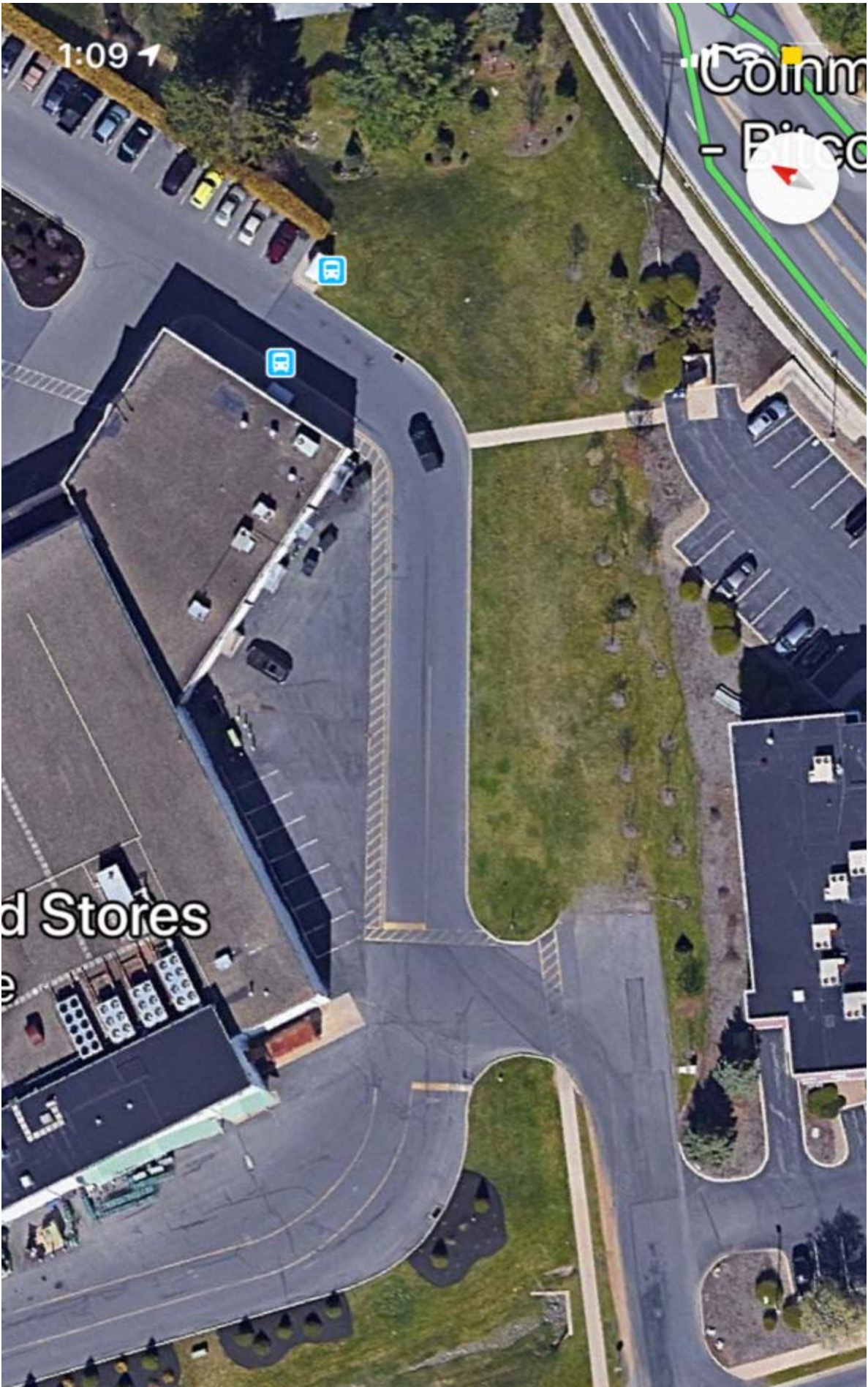
There are multiple serious risks that come along with open burning and the use of outdoor cooking devices. Not only do these activities bring a risk of property destroying fire, they also can severely affect air quality, and quality of life for nearby neighbors. In addition to these being high risk activities, often the regulation and enforcement of open burning is unclear and it is an area in which we see a steady stream of complaints. To familiarize the Board and public with current ordinance relevant to recreational fires, open burns (including brush fires and burn barrels), and outdoor cooking devices, I'm requesting the Board receive a report on said regulation from FTPD and Centre Region Code, the two agencies tasked with enforcement of said regulations. Additionally, I'd like the Board discuss any needed changes to current policy and to consider directing Staff to

distill our fire safety regulations into an easy to understand, comprehensive communication piece to be utilized liberally to educate our residents about fire safety regulations.

Thank you,

Laura

**IMPORTANT WARNING:** The information in this message (and the documents attached to it, if any) is confidential and may be legally privileged. It is intended solely for the addressee. Access to this message by anyone else is unauthorized. If you are not the intended recipient, any disclosure, copying, distribution or any action taken, or omitted to be taken, in reliance on it is prohibited and may be unlawful. If you have received this message in error, please delete all electronic copies of this message (and the documents attached to it, if any), destroy any hard copies you may have created and notify me immediately by replying to this email. Thank you.

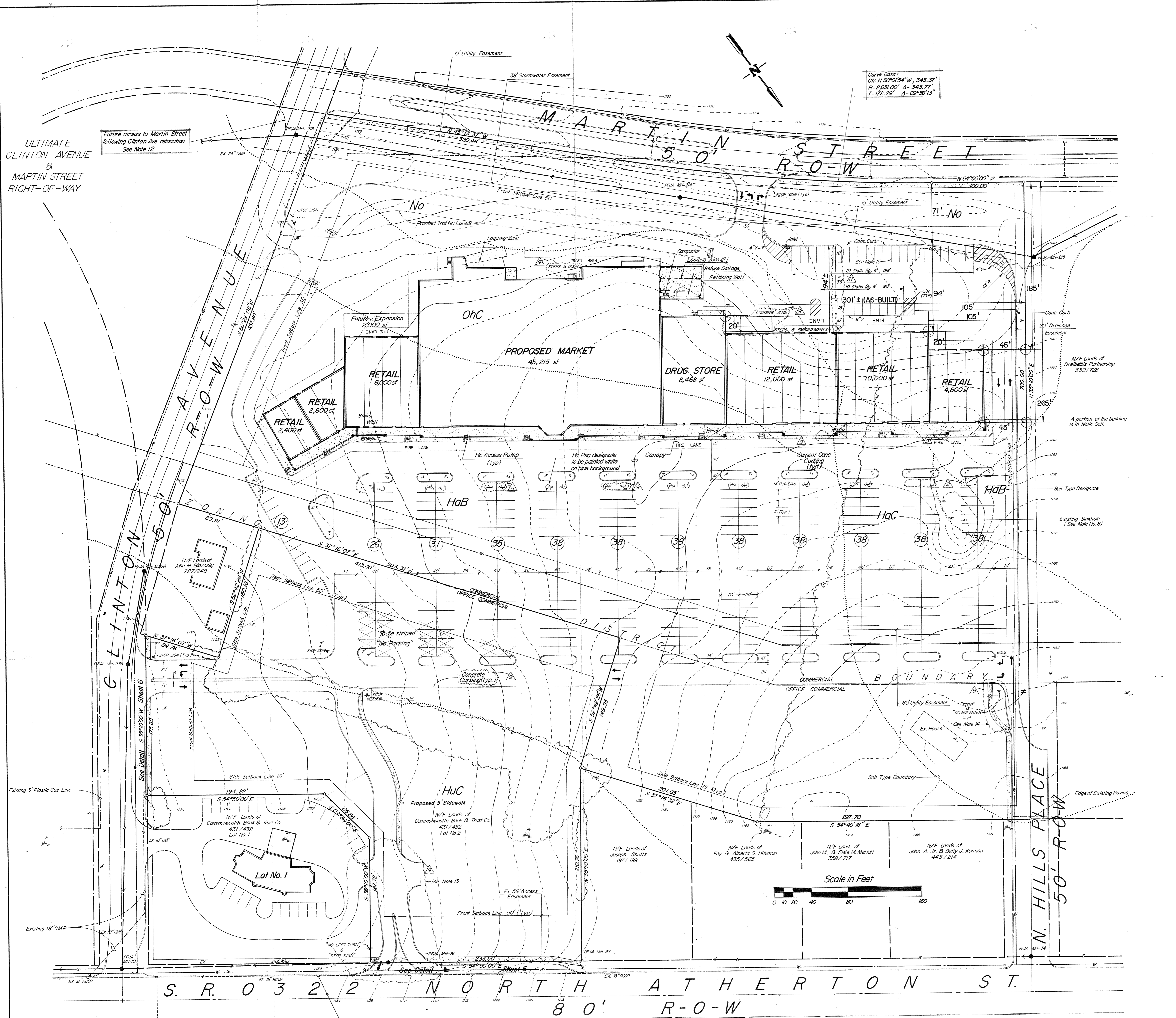




ULTIMATE CLINTON AVENUE & MARTIN STREET RIGHT-OF-WAY

Future access to Martin Street following Clinton Ave. relocation See Note 12

Curve Data:  
Ch: N 50°00'54" W, 343.37'  
R: 2,081.00' A: 343.77'  
T: 172.29' Δ: 03°36'13"



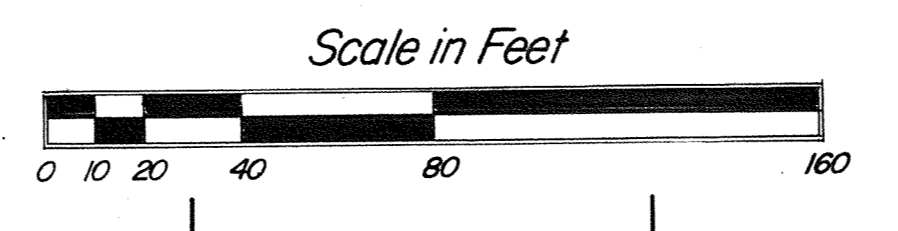
<p><b>Professional Land Surveyor Certification</b></p> <p>I, Thomas F. Songer, a Professional Land Surveyor in the Commonwealth of Pennsylvania do hereby certify that this plan correctly represents the tracts of lands as shown.</p> <p><i>Thomas F. Songer, PLS</i> 11/25/87 Signature Date</p>	<p><b>Ferguson Township Planning Commission Approved</b></p> <p>By: <i>[Signature]</i> 1-11-88 Chairman Date</p> <p><i>Donald C. Nuber, Jr.</i> 7-22-88 Secretary Date</p>
<p><b>Storm Water Certification</b></p> <p>I, <i>Thomas F. Songer, P.E.</i> do hereby certify that the Storm Water Management Plan meets all design criteria of the Storm Water Management Controls of the Ferguson Township Zoning Ordinance.</p>	<p><b>Ferguson Township Supervisors Approved</b></p> <p>By: <i>Adam Horan</i> 2-22-88 Chairman Date</p> <p><i>Walter A. Kell</i> 7-22-88 Secretary Date</p>
<p><b>Township Engineer Storm Water Certification</b></p> <p>I, <i>Deborah A. Bick</i> have reviewed and hereby certify that the Storm Water Management Plan meets all design standards and criteria of the Ferguson Township Storm Water Management Ordinance.</p>	<p><b>Ferguson Township Minor Alterations Plan Approval</b></p> <p>By: <i>Deborah A. Bick</i> 4/25/91 Zoning Officer Date</p>

- Notes:**
- General Site Information:
    - a. Owner: Drebelbis Partnership, Lot 7, 100 North Hills Place, State College, Pa. 16803
    - b. Tax Map No.: 24-1-14C, 24-12-28
    - c. Deed Book / Page: 339 / 728, 431 / 432
    - d. Lands are Zoned: (10) Commercial, (100) Office Commercial
    - e. Proposed Land Use: Commercial
    - f. Building Setback Lines: Front - 50', Rear - 50', Sides - 15'
    - g. Lot Area: (1) - 512,064 sq ft / 11.76 Ac. (C) Total - 666,266 sq ft / 15.30 ac. See Note 5
    - (2) - 154,202 sq ft / 3.54 Ac. (C)
  - Lot Coverage: See Note 5
 

Lot	Area	Coverage	Total
1	512,064 sq ft (C)	0.00%	512,064 sq ft
2	154,202 sq ft (C)	0.00%	154,202 sq ft
<b>Total</b>	<b>666,266 sq ft</b>	<b>0.00%</b>	<b>666,266 sq ft</b>
  - Off Street Parking: (Based on 1 stall per 200 sq ft of retail area + 1 per 2 employees) See Note 5
 

Category	Lot 1	Lot 2	Total
a. Retail Area	95,700 sq ft - 39.3%	00 - 0%	95,700 sq ft - 39.3%
b. Employees	10000 - 50	00 - 0	10000 - 50
c. Total Required	433	00	433
d. Handicap a. 1-25	18	00	18
e. Total Provided	423 + 18 (nc) = 441	00	441
  - Application for Zoning Permit applied for on Nov. 25, 1987.
  - Lot coverage and off street parking requirements are computed on an individual lot basis due to the zoning district separation. Required parking for lot 1(C) is shown 50' into the OC district.
  - For additional information, refer to the following plans, narratives, and calculations as prepared by Uni-Tec, Inc. on date shown and on record as indicated:
    - a. "Final Plan" "Subdivision of Drebelbis Partnership Lands", July 29, 1987; Plat 37/187/188
    - b. "Preliminary & Final Subdivision Plan", Commonwealth Bank & Trust Co., June 12, 1985; Plat 34/184
    - c. "Site Plan", Commonwealth Bank & Trust Co., November 13, 1985; Ferguson Twp. Bldg.
    - d. "Stormwater Management Narrative and Calculations", Subdivision of Drebelbis Partnership Lands, February 25, 1987. (Rev. March 16, 1987); Ferguson Township Bldg.
    - e. "Stormwater Management Plan", Commonwealth Bank & Trust Co., Nov. 15, 1987; Ferguson Twp. Bldg.
    - f. "Stormwater Management Plan", Northland Center, Nov. 25, 1987;
    - g. "Soil Erosion & Sedimentation Control Plan", "Northland Center", Nov. 25, 1987;
  - Existing Clinton Ave. to be abandoned upon completion of relocation.
  - Existing sinkhole to be sealed with clay and filled to design grade.
  - All traffic directional signs and lines to be painted on asphalt.
  - Curbing on all interior islands shall be cement concrete. Perimeter curbing to be bituminous concrete prior to development.
  - A Penn. DOT Highway Occupancy Permit and a Connection to Existing Stormwater Facility Permit is required within one (1) Year after Clinton Avenue is Relocated, the current Access to Clinton Avenue from the Southwest side of the Property will be Relocated to Martin Street as indicated. A Drainage Swale will be Constructed across Old Clinton Ave. until the new Access of Martin Street is Completed.
  - The Geometrics of the Entrance off of North Atherton Street were modified per PennDOT review comments. This modification applies to the entire plan set, even if not explicitly shown.
  - Sidewalk was relocated to avoid conflict with existing trees not shown. This modification applies to the plan set, even if not explicitly shown.
  - Parking stalls were revised to conform to Ferguson Township Regulations. This modification applies to the plan set, even if not explicitly shown.

Approved: 4/25/91  
Deborah A. Bick



**NORTHLAND CENTER**  
FERGUSON TOWNSHIP  
CENTRE COUNTY, PENNSYLVANIA

<p><b>REVISIONS</b></p> <table border="1"> <tr> <th>No.</th> <th>Date</th> <th>Description</th> <th>By</th> </tr> <tr> <td>1</td> <td>5-1-88</td> <td>Rev. as per Construction Manager's Request</td> <td>SEB</td> </tr> <tr> <td>2</td> <td>4-22-88</td> <td>Rev. as per Construction Manager</td> <td>SEB</td> </tr> <tr> <td>3</td> <td>3-14-88</td> <td>Rev. as per Construction Manager</td> <td>SEB</td> </tr> <tr> <td>4</td> <td>1-31-88</td> <td>Rev. of Contract Request</td> <td>SEB</td> </tr> <tr> <td>5</td> <td>2-2-88</td> <td>Rev. as per Top. Surveyors comments</td> <td>SEB</td> </tr> <tr> <td>6</td> <td>1-17-88</td> <td>Rev. as per Top. PC comments</td> <td>SEB</td> </tr> <tr> <td>7</td> <td>1-4-88</td> <td>Rev. as per Top. Eng. &amp; CRP comments</td> <td>SEB</td> </tr> </table>	No.	Date	Description	By	1	5-1-88	Rev. as per Construction Manager's Request	SEB	2	4-22-88	Rev. as per Construction Manager	SEB	3	3-14-88	Rev. as per Construction Manager	SEB	4	1-31-88	Rev. of Contract Request	SEB	5	2-2-88	Rev. as per Top. Surveyors comments	SEB	6	1-17-88	Rev. as per Top. PC comments	SEB	7	1-4-88	Rev. as per Top. Eng. & CRP comments	SEB	<p><b>SCALE</b></p> <p>1" = 40'</p> <p>DATE: NOVEMBER 24, 1987</p> <p>SHEET NO. 2 OF 7</p>
No.	Date	Description	By																														
1	5-1-88	Rev. as per Construction Manager's Request	SEB																														
2	4-22-88	Rev. as per Construction Manager	SEB																														
3	3-14-88	Rev. as per Construction Manager	SEB																														
4	1-31-88	Rev. of Contract Request	SEB																														
5	2-2-88	Rev. as per Top. Surveyors comments	SEB																														
6	1-17-88	Rev. as per Top. PC comments	SEB																														
7	1-4-88	Rev. as per Top. Eng. & CRP comments	SEB																														

**MACKINNON & PARKER, INC.**  
CONTRACTORS - CONSTRUCTION SERVICES

**UNI-TEC, INC.**  
CONSULTING ENGINEERS AND TECHNICIANS  
1041 CATO AVENUE  
STATE COLLEGE, PA. 16801  
814.238.8223



**Owners Certification**  
 On this the 23<sup>rd</sup> day of September 1997, the undersigned owners personally appeared before me and certified that they were the owners of the properties shown on this plan and acknowledge the same to be their act and plan and designs, the same to be recorded as such according to the law.

*[Signature]* Legal Owner  
*[Signature]* Legal Owner

witness my hand and seal, this date 23<sup>rd</sup> September 1997

*[Notary Seal]*  
 Notary Public  
 Commission Expires May 29, 2000

**Storm Water Facilities Acknowledgment**  
 I, the landowner, acknowledge the Stormwater Management System is to be maintained in accordance with the approved Ownership and Maintenance program and to be a permanent fixture which can be altered or removed only after approval of a revised plan by the Ferguson Township Board of Supervisors.

*[Signature]* Owner/Date

**Professional Land Surveyor Certification**  
 I, B. K. Bastress, a Professional Land Surveyor in the Commonwealth of Pennsylvania, do hereby certify that this plan correctly represents the tracts of lands as shown.

*[Signature]* B. K. Bastress  
 Date: SEPT 23, 1997

**Design Engineer Certification**  
 I, *[Signature]*, do hereby certify that this Site Plan meets all design requirements of the Subdivision and Land Development Ordinance, and of the current Zoning Ordinance of Ferguson Township.

**Storm Water Certification**  
 I, *[Signature]*, do hereby certify that the Stormwater Management Plan meets all design criteria of the Stormwater Management Controls of the Ferguson Township Stormwater Management Ordinance.

**Township Planning Commission**  
 Ferguson Township Planning Commission Approved  
 Chairman: *[Signature]* 10-27-97  
 Secretary: *[Signature]* 10-27-97

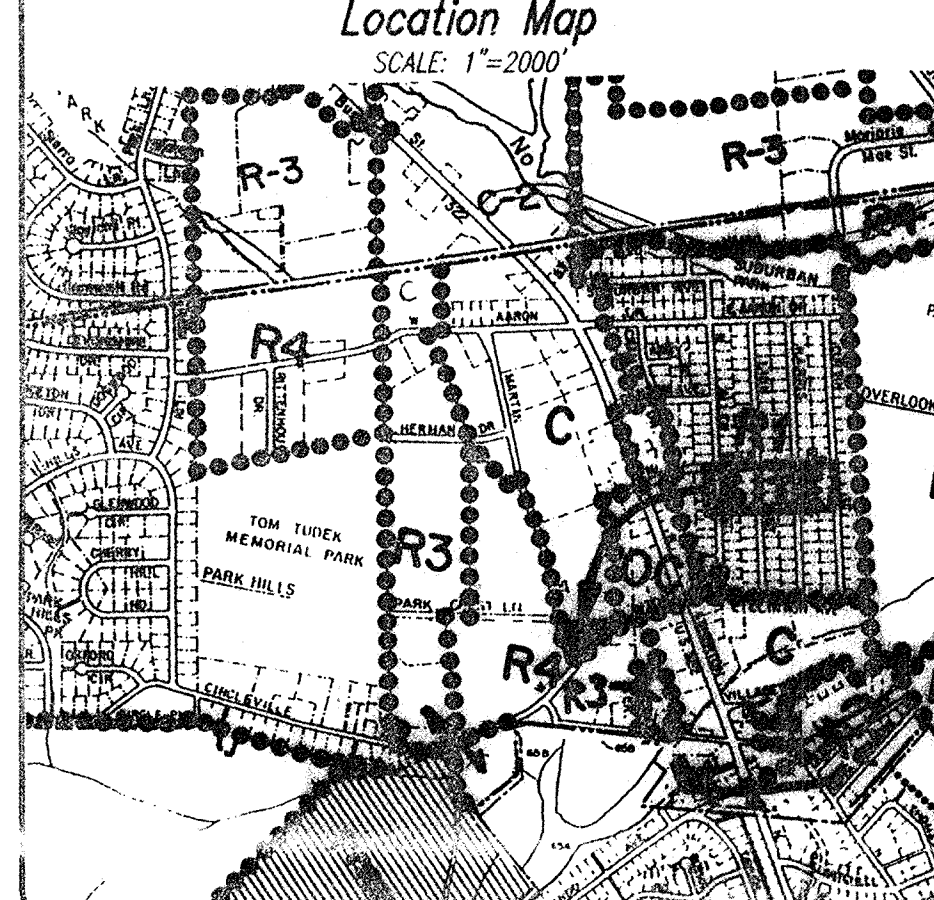
**Township Supervisors**  
 Ferguson Township Supervisors Approved  
 Chairman: *[Signature]* 10/27/97  
 Secretary: *[Signature]* 10/28/97

**Recorder of Deeds**  
 Recorded in the Office of the Recorder of Deeds at Centre County, Pennsylvania, in Plat Book 54 Page 163 on this the 28<sup>th</sup> day of Oct 19 97.  
 By: *[Signature]*  
 Recorder

**Municipal Storm Water Certification**  
 I, *[Signature]*, 10-27-97 have reviewed the Stormwater Management Plan in accordance with the design standards and criteria of the Ferguson Township Stormwater Management Ordinance.

**Fire Chief Certification**  
 I have reviewed and hereby certify that the location of Fire Lanes and Fire Hydrants shown on this plan are adequate.

*[Signature]* 8/25/97  
 Fire Chief



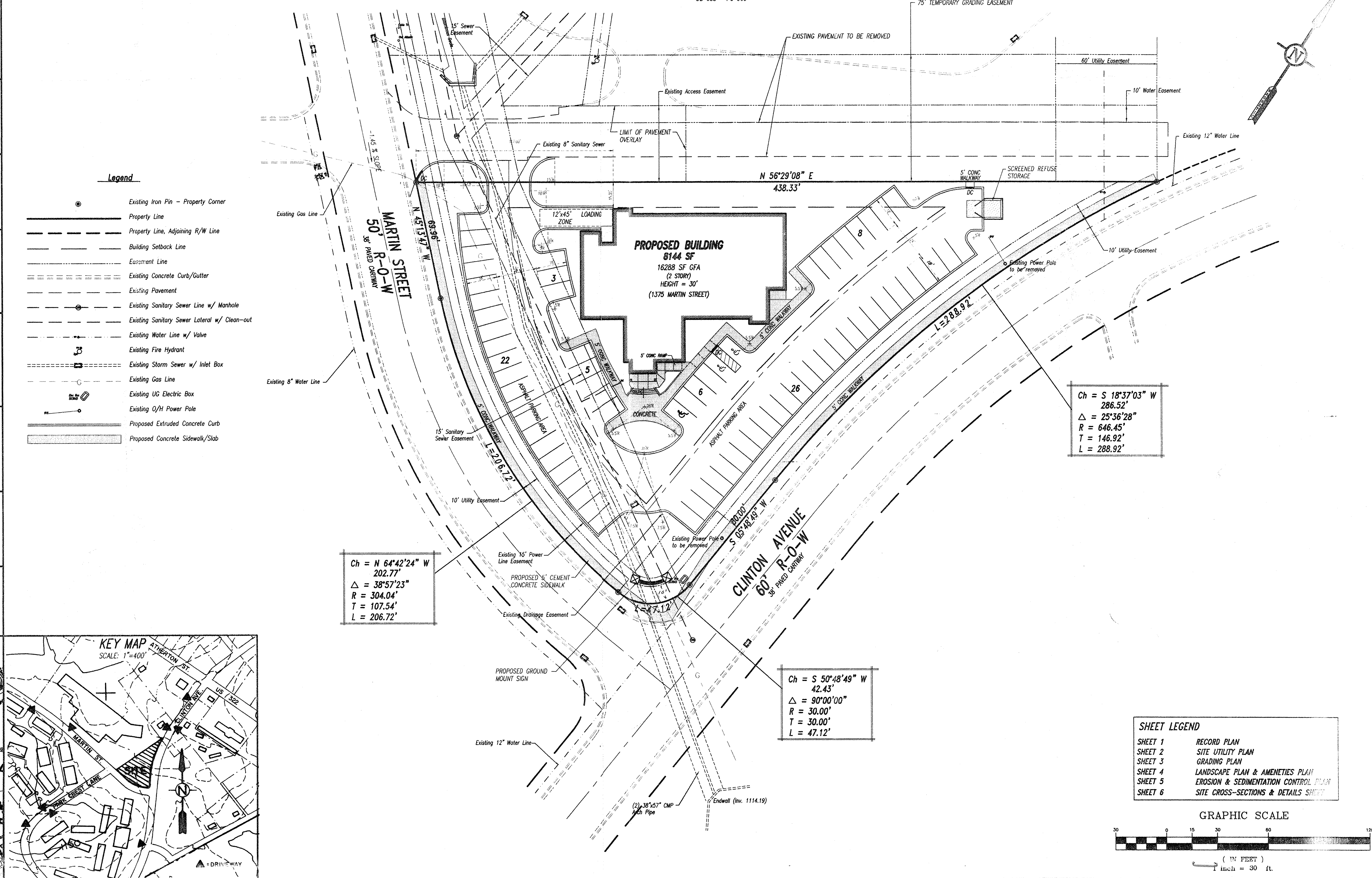
- Notes :**
- General Site Information :
    - Owner/Developer : Martin Street Associates, 1454 Martin Street, State College, Pa. 16803
    - Tax Parcel Number : 24-12-29A
    - Record Book/Page : 912/480
    - Land is Zoned : General Commercial
    - Proposed Land Use : Professional Office Building
    - Lot Area : 1,305 Acres, 56,838 SF
    - Proposed Building Height : 30'
    - Building Setback Lines : Front- 50', Sides- 15', Rear- 15' Note: Easement Lines serve as setback lines where the required setback distance falls within an area already reserved as an easement.
  - General Utility and Act 187 Information :
    - Sewage : Patton Ferguson Joint Authority, 1576 Spring Valley Road, State College, Pa. 16801 (Ph. 814-238-9662)
    - Water : State College Borough Water Authority, 1201 West Branch Road, State College, Pa. 16801 (Ph. 814-238-6786)
    - Gas : Columbia Gas of Penna., Inc., 2550 Carolan Industrial Drive, State College, Pa. 16801 (Ph. 814-238-6775)
    - Electric : Allegheny Power Co., 2800 East College Avenue, State College, Pa. 16801 (Ph. 814-238-5821)
    - Telephone : Bell Atlantic of Pa., 2525 Green Tech Drive, State College, Pa. 16803 (Ph. 814-231-6511)
    - Cable TV : TCI of Pennsylvania, Inc., 1155 Benner Pike, State College, Pa. 16801 (Ph. 814-238-3086)
    - Township Roads : Ferguson Township Supervisors, 3147 Research Drive, State College, Pa. 16801 (Ph. 814-238-4651)
  - Contours shown are taken from survey data collected in the field and are based on USGS Datum. Project Benchmark is fire hydrant located at the intersection of Martin Street and Park Crest Lane. (Elevation = 1135.52 )
  - The date of the Application for Zoning Permit is June 5, 1997.
  - Lot Coverage : (Maximum Allowable Building Coverage = 30% / Maximum Allowable Impervious Coverage = 80%)
 

a. Existing Building and Impervious Area	0 SF	0.00 %
b. Proposed Building Area	8,144 SF	14.33 %
c. Parking Area and Sidewalks	30,457 SF	53.80 %
d. Total Impervious Area	38,601 SF	67.91 %
  - The Planning Modules for this parcel were approved on Nov. 6, 1987 under the Dreibeis Partnership Subdivision Planning Module. To date, 639 of the 1,070 allocated EDU's have been used.

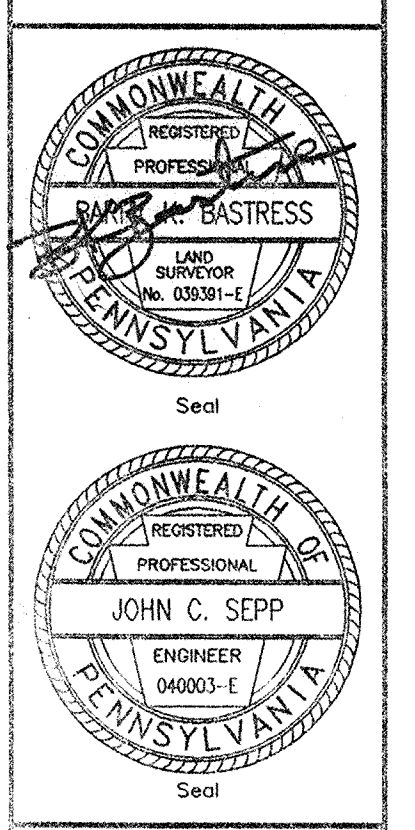
- Notes (Continued) :**
- Off Street Parking Requirements :
    - 16,288 SF Gross Floor Area Professional Office Building @ 1:250
    - TOTAL REQUIRED = 66
    - TOTAL PROVIDED = 70
  - All signs shall conform to the Ferguson Township Sign Ordinance unless variances are obtained.
  - For Additional Information, refer to the following plans, calculations and narratives.
    - Stormwater Management Plan and Narrative, dated June 5, 1997, prepared by Pennterra Engineering, Inc.
    - Soil Erosion and Sedimentation Control Plan and Narrative, dated June 5, 1997, and prepared by Pennterra Engineering, Inc.
    - Plan entitled "Northland Center Lot 7R Subdivision" dated Jan. 8, 1993, on record in Centre County Plat Book 47, Page 164.

ENTERED FOR RECORD  
 97 OCT 28 PM 3:23  
 HAZEL PETERS  
 RECORDER OF DEEDS  
 CENTRE COUNTY

- Stormwater Management Notes :**
- Increased stormwater runoff created by the increase of impervious area on this site will be detained in the detention basin located on Lot 10 of the Dreibeis Partnership Subdivision. The design of the aforementioned basin (Approved: Nov. 6, 1987 and on record at the Ferguson Township Municipal Office) includes consideration of the development of this site.
  - As-Built drawings depicting all stormwater facilities will be prepared in accordance with the Stormwater Management Ordinance.
  - Ferguson Township personnel shall have the uninterrupted right to inspect all stormwater management facilities in order to ensure proper compliance of the Maintenance Program.



**PenTerra ENGINEERING INC.**  
 2041 CATO AVENUE  
 STATE COLLEGE, PA 16801  
 Ph: 814-231-8285  
 Fax: 814-237-2308  
 E-Mail: PenTerra@AOL.COM



Designer: *[Signature]* BES  
 Drafter: *[Signature]* BES  
 Proj Manager: *[Signature]* JCS  
 Surveyor: *[Signature]* NHG  
 Planner: *[Signature]* JCS  
 Book: 198 Pg. 52-53  
 Acad. No: M1651851 (P8116-24.010)  
 View/Snap: *[Signature]*

9-22-97	JAW
8-5-97	JAW
7-3-97	ARK
Date	By

**RE/MAX CENTRE REALTY**  
 MARTIN STREET ASSOCIATES  
 Ferguson Township Centre County Pennsylvania

**LAND DEVELOPMENT PLAN**

**RECORD PLAN**

Date: JUNE 5, 1997  
 Scale: 1" = 30'  
 Project No: E95116-2  
 Sheet No: 1 of 6





































# CENTRE REGION COUNCIL OF GOVERNMENTS

2643 Gateway Drive, Suite #3

State College, PA 16801

Phone: (814) 231-3077 ■ Fax: (814) 231-3088 ■ Website: www.crcog.net

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## **AD HOC FACILITIES COMMITTEE**

Millbrook Marsh Nature Center Pavilion

July 7, 2020

8:30 AM

### AGENDA

#### PLEASE REMEMBER TO BRING YOUR BLACK BINDER – FACILITIES PERM FILE

1. CALL TO ORDER

2. PUBLIC COMMENTS

Members of the public are invited to comment on any items not already on the agenda (five minutes per person time limit, please). Comments relating to specific items on the agenda should be deferred until that point in the meeting. Submitted comments will be read into the record at the appropriate time in the meeting.

3. APPROVAL OF MINUTES (Action)

A copy of the minutes of the June 2, 2020 Ad Hoc Facilities Committee meeting is **enclosed**.

4. TOUR OF FACILITY (Informational)

Staff will lead the Committee on a tour of the boardwalk, grounds, barn, service building, and Spring Creek Education Building at Millbrook Marsh. The Committee members should view the facility and ask questions they deem pertinent.

5. PROJECT UPDATES (Informational)

This is an informational agenda item whereby COG staff will update the Committee on the status of current projects.

- Millbrook Marsh Nature Center boardwalk RFP update by CRPR staff and Mr. Don Francke
- Park Forest Pool replaster project update by CRPR staff
- Code Renovation project update by CRCA staff
- COG Building window inspection and repairs by Nittany Millworks is scheduled to take place the last week in July.
- COG Facility Site Visit Reports - Mr. Don Francke is continuing his work and, as they are completed, they will appear as an agenda item for review and discussion.

The Committee members should ask any questions they deem pertinent.



6. FACILITIES VISIONING EXERCISE (Informational/Action)

At the May Facilities Committee meeting, the Committee members decided to continue with an exercise to develop a vision for the future work tasks of the Committee. This was done through the submission of 14 “2022 newspaper articles” and “2025 agenda items”. The goal of these two submissions was to provide the committee with core themes and goals in the short and intermediate term.

Mr. John Franek, Code Services Manager, was recruited to perform the task of analyzing the information and pulling out the core themes and goals from within the submissions. He will present on the **enclosed** document outlining the information for the Committee.

The Committee should receive the information, opine upon it, and discuss the next steps it wishes to take to create the Vision Statement and refine the core goals for the Committee.

7. COG BUILDING PARKING LOT STUDY (Informational/Action)

At its June meeting, the Facilities Committee accepted a report from Stahl Sheaffer Engineering and requested that staff incorporate the findings and work tasks associated with the report in its short term and long-term capital planning and work tasks.

In connection with the Committee’s directive, Mr. Don Francke developed the **enclosed** synopsis, recommendations, staging, and timeline to achieve the goals in the study. These recommendations and the timeline, if endorsed by the Committee, could lead to the request for a budget amendment to perform some of the time sensitive recommended maintenance or, at a minimum, items for inclusion in future budgets.

Mr. Francke will present his findings and communicate his recommendations to the Committee. The Committee should listen to his presentation and determine if there is support to request the Finance Committee to consider a budget amendment to address the maintenance needs of the COG Building’s parking lot and grounds.

8. SUMMARY OF COG FACILITY INFORMATION (Discussion)

Staff updated the summary of documents to clarify all facilities currently owned, rented, or otherwise being maintained under the responsibility of the Centre Region COG, Schlow Centre Region Library, or the Centre Region Parks and Recreation Authority for the Committee’s May meeting.

The **enclosed** document has been updated to include square footage data for each of the properties. The Committee members should receive and review the document noting information they would like to have added/deleted/edited and ask any questions they deem pertinent.

9. PARKS MAINTENANCE FACILITY DISCUSSION (Discussion)

The Committee commenced a discussion pertaining to the current Parks Maintenance Facility to determine if there is a desire to begin planning for a future location for the Parks Maintenance Facility. At that meeting the Committee asked staff to complete work tasks for this meeting:

- Staff was asked to put a “pin on a map” for a centralized location...where the park maintenance facility should be located?
  - Staff has communicated an initial preference for the centralized Parks Maintenance Building to be in relatively close proximity to the COG Building.
- Staff was asked to provide the previous plan which assumed 3,000 sq feet noting that Parks Maintenance has grown and the acreage and square footage under roof would need to be reassessed.
  - The requested information is **enclosed**.

The Committee should review the updated information and discuss the next steps to be taken associated with the Parks Maintenance Facility.

10. AUGUST MEETING (Discussion)

Based on the Committee’s impression of the July meeting at Millbrook Marsh they should discuss whether they believe it is preferable to have the August meeting at an outdoor facility as well or if it should be moved back to a virtual location.

11. FINANCE COMMITTEE REPORT (Informational)

Ms. Hartle or Mr. Trevino will report on the June 11, 2020 Finance Committee agenda.

12. OTHER BUSINESS (Informational)

As may come forward by the members and/or staff.

13. ADJOURNMENT

# CENTRE REGION COUNCIL OF GOVERNMENTS

2643 Gateway Drive, Suite #3

State College, PA 16801

Phone: (814) 231-3077 ■ Fax: (814) 231-3088 ■ Website: [www.crcog.net](http://www.crcog.net)

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## **FINANCE COMMITTEE**

Video Conference

July 9, 2020

8:30 AM

*During the COVID-19 health emergency, in order to continue business operations of the COG and ensure the safety of municipal officials and staff, the General Forum has authorized the Executive Committee to act of its behalf except in cases where a unanimous vote of the municipalities is required. As a result of the “Stay at Home” order and the requirement that non-essential business operations be closed, the Finance Committee will hold its meeting via video conference. Written public comment or requests to speak to the Finance Committee for items not on the agenda and for specific agenda items below may be submitted in advance by emailing [jviglione@crcog.net](mailto:jviglione@crcog.net).*

## AGENDA

### 1. CALL TO ORDER

Mr. Myers will convene the meeting. Mr. Asendorf will review the meeting procedures and perform a roll call of members.

### 2. PUBLIC COMMENTS

Members of the public are invited to comment on any items not already on the agenda (five minute per person time limit, please). Comments relating to specific items on the agenda should be deferred until that point in the meeting.

### 3. APPROVAL OF MINUTES (Action)

A copy of the minutes from the June 11, 2020 Finance Committee meeting is **enclosed** for approval.

### 4. CATA FY 2021/22 – FY 2023/24 CAPITAL LOCAL MATCH PLAN (Action)

Federal and state regulations require capital local match in order for CATA to access Federal Transit Administration and PennDOT funding, and for the first time in FY 2013/14, CATA embarked on a multi-year capital local match plan. At that time, it was a five-year plan that gradually increased capital local match to fund our facility expansion project, and a three-year capital local match plan followed with significantly reduced contribution totals. At the time that plan was approved, because operating local match share is at legislated minimums, the COG Finance Committee voted to have CATA present to the Finance Committee when it was time to approve a new plan. FY 2020/21 is the last of the three years for that plan.

The **enclosed** FY 2021/22 – FY 2023/24 capital local match plan again proposes a set amount for three years with no increase to annual totals and maintains a capital reserve account ending balance similar to past results. Individual municipal capital local match shares will be calculated annually based on the CATA formula.

This request is consistent with the approach adopted in 2002 when the COG Finance Committee first suggested a capital reserve account be maintained to avoid large annual swings in the requests for capital local match funds, which can vary widely depending on the magnitude of planned procurements. Any excess capital local match is committed to the capital reserve and used to support CATA’s future capital needs and maintaining an ending balance in the capital reserve account is important for leveling the annual request that CATA makes for capital local match.

After concluding its review, the Finance Committee should identify the recommendations it would like to forward to the General Forum. If there are no comments, then the Finance Committee should consider asking the Executive Committee to refer the following motion to the General Forum for consideration:

*“That the General Forum refer the FY 2021/22 through FY 2023/24 capital local match plan to the participating municipalities (except Halfmoon Township) for approval.”*

5. 2021 COG PROGRAM PLAN (Action)

The COG Agency Directors will present the draft 2021 COG Program Plan. The Program Plan is intended to provide municipal officials and the public with an understanding of:

- The mission statement and history of each COG budget fund.
- Unexpected budgetary occurrences during 2020.
- Significant Agency issues or initiatives under the “Of Particular Note” section.
- Tentative programmatic and budgetary changes being proposed by COG Agencies for the upcoming year in the “Where are We Going” section.

The Finance Committee authorized staff to prepare an abbreviated Program Plan for 2021 due to the impact COVID-19 has had on Staff time. The 2021 Program Plan can be found at the following link:

[2021 COG Program Plan](#)

The Finance Committee should review the draft 2021 Program Plan and note areas of concern. The document opens with the Executive Director’s transmittal letter that identifies: 2020 budget highlights for the first six months, longer term trends affecting future budgets, where are we now with the 2020 budget, and preliminary 2021 COG Budget changes proposed by the Agency Directors for the upcoming year. The Agency Directors will be in attendance to present and respond to their Program Plan proposals.

The Committee's comments are welcomed and encouraged. The recommendations offered by the Committee will be included in the next version of the Program Plan that will be distributed to the General Forum. At the closure of the Committee's discussion, consideration should be given to the following motion that begins the municipal review process for the Program Plan:

***“That the General Forum receive the 2021 Program Plan for the Centre Region COG and refer it to the Centre Region municipalities for review; and, further, that comments be referred to the COG Executive Director by 8:00 AM, Thursday, August 20, 2020 to be considered during the preparation of the draft 2021 COG Budget.”***

COG staff will distribute copies of a sample matrix that the managers can use to record their Board's/Council's comments on the 2021 Program Plan and return that information to the COG. It is believed that a prototype document will save time for both the COG and municipal staff.

**6. 2021 TO 2025 COG CIP (Action)**

Mr. Viglione will present the 2021 to 2025 draft COG Capital Improvement Plan (CIP) and discuss the major changes from the current CIP. The recommendations in the CIP have been included in the draft 2021 COG Program Plan. The CIP, as of the agenda preparation date, is not ready for distribution. Staff hopes to distribute the CIP early next week with the financial update (agenda item #10).

The Finance Committee should review the CIP, note areas of concern, and decide whether it should be referred to the General Forum and the Centre Region municipalities for comment.

The Committee's comments are welcomed and encouraged. The recommendations offered by the Committee will be included in the next version of the CIP that will be distributed to the General Forum. At the closure of the Committee's discussion, consideration should be given to the following motion that begins the municipal review process for the CIP:

***“That the General Forum receive the 2021-2025 Capital Improvement Plan for the Centre Region COG and refer it to the Centre Region municipalities for review; and further, that comments be referred to the COG Executive Director by 8:00 AM, Thursday, August 20, 2020 to be considered during the preparation of the draft 2021 COG Budget.”***

**7. AUGUST MEETING DATE (Action)**

Staff recommends moving the August meeting date for the Finance Committee from Thursday, August 13 to Thursday, August 20 at 8:30 AM to allow more time for the various municipal boards to meet.

The Committee should bring their calendars and determine if they are able to meet at this time.

8. **POTENTIAL OPPORTUNITY TO REFINANCE LOANS (Informational/Action)**

**Enclosed** please find two scenario documents from Mr. Chris Gibbons of Concord Public Financial Advisors. The two scenarios include options to refinance via a bank loan or via a bond issue. At the current point in time it appears it would be more financially advantageous to proceed with a bond issue, however the bond issue would require additional staff time and regulatory oversight. That being said situations/circumstances in the coming weeks and months will necessitate both options being investigated should the Finance Committee decide to pursue a refinancing, either selecting a consolidated refinancing or just a refinancing of the regional parks loan with Fulton Bank.

The Committee should discuss the enclosed information and decide on a course of action to move forward. Should the Committee wish to retain Mr. Gibbons to investigate a refinancing on our behalf it could be done at either the July or August meeting.

9. **FUND BALANCE REPORT (Informational)**

**Enclosed** is a fund balance report that encompasses the 2019 budget, estimated, and actual along with an explanation for any variances. Since the audits are not finalized, this information is still subject to change, however COG staff, in working with the auditors, believe the figures to be accurate as of December 31, 2019. This information will be useful in the upcoming Capital Improvement Plan, Program Plan, and Detailed Budget projects.

The Committee should review and discuss these reports, but no action is required.

10. **FINANCIAL UPDATE (Informational)**

Since the May meeting COG staff has continued to monitor its financial condition. In addition to the feared decreases in municipal income, some of the programmatic functions at COG have been impacted as well. In addition, staff has begun to take selected actions related to hiring freezes, furloughs, and postponement of capital expenses.

To track these variations and their impact on the 2020 operating budgets, COG staff analyzed the April, May, and, prior to the July 9 Finance Committee meeting, will be analyzing the June monthly reports noting any significant differences. In addition, COG staff assessed the changes in the April, May, and June analyses and assessed the continuing impact of COVID-19 shut down on the assumptions in the 2020 COG operating budgets.

The Committee should receive the report and opine on the analysis. Because the agenda will be distributed on July 2, the information will not be ready until closer to or on the meeting date. COG staff intends to continue rolling this analysis forward on a monthly basis to identify variations from the budget and trend them appropriately.



11. **FEMA REIMBURSEMENT DISCUSSION (Informational)**

This agenda item is a continuation of the agenda from the May and June meetings. Mr. Norenberg and Mr. Viglione will provide the Committee with an update from the FEMA, PEMA, EM, and financial side over the past month. In addition an update on the CARES Act COVID-19 County Relief Block Grant through Centre County will be provided by Mr. Eric Norenberger, Executive Director.

The Committee should ask questions they deem appropriate.

12. **AD HOC FACILITIES COMMITTEE**

Ms. Hartle will report on the Committee's July 7, 2020 meeting.

13. **MONTHLY REPORTS**

*This is an action agenda item that asks the Finance Committee to consider and approve the June 2020 voucher report.*

The **voucher** report for June 2020 is **enclosed**. To proceed, the Committee should consider the following motion:

***"That the Finance Committee approves the June 2020 voucher report for the Centre Region COG."***

The June 2020 **financial** reports are **enclosed**.

Each month paper copies of the **voucher** report will be available at the meeting to folks who have requested paper agenda packets. If the Committee has a question about any of the items in these reports, please let Finance Director Joe Viglione ([jviglione@crcog.net](mailto:jviglione@crcog.net) or 231-3062) know as soon as possible, so that the information can be researched prior to the next Committee meeting.

14. **OTHER BUSINESS**

- i. Matter of Record - Schlow Library received a Payroll Protection Program Loan from the Small Business Administration on Friday, June 26 in the amount of \$341,223.
- ii. Matter of Record - The Consumer Price Index for the 12 months ended April 30, 2020 was 0.1% (CPI-U). Based upon the recent activity in the CPI-U, the Finance Director is predicting the CPI-U will end up around 1.5% for the measurement period.

- iii. Matter of Record - The 2021 Standard, Fire, and Parks COG Formula calculation is **enclosed**. Usage based formulas are not available at the time of agenda distribution.
- iv. Matter of Record - Audit fieldwork is complete and the Finance Director has received draft audits for the Centre Region Council of Governments, Centre Region Parks and Recreation Authority, Schlow Centre Region Library, and Centre County Federation of Public Libraries. At the time of agenda prep the Finance Director has not had an opportunity to review the reports.
- v. Matter of Record - **Enclosed** are three charts which show the trending of municipal contributions to COG versus total municipal tax revenue from 2010-2019.
- vi. Matter of Record - Staff is working with the Ad Hoc Facilities Committee to formalize in writing which entity is responsible for maintaining certain assets at each of the COG facility locations. **Enclosed** is a summary of all facilities, their status, a description, and their operating costs. It was previously noted that there were some areas where the responsibility was either unknown or by verbal agreement.
- vii. Matter of Record - The following is an update of the status of planning and evaluation studies currently underway at the COG.

	Planning Activity	Status
1	Study of Regional Fire Protection Program	The benchmarking phase of the project has been complicated by the pandemic. The project is behind schedule and completion may be delayed four to six weeks.
2	IT Study	Due to staff limitations, this project did not go forward in 2019 and was carried into 2020. There is agreement among COG staff and Borough staff (the IT service provider for 4 COG Agencies) that this should be a priority work objective for 2020. At this time a lead staff member has not been identified.
3	Code Software Study	TRAISSR and OpenGov provided demonstrations. Coordinating group representatives will perform site visits to multiple software client locations in March. (Update: Site visits were canceled due to COVID-19 travel restrictions. This project is still on hold.)
4	COG Facilities Evaluation	The repair of the windows has been approved and the project is expected to be completed in late July.
5	Solar Power Purchase Agreement Working Group	The SPPA Working Group approved the cost sharing agreement and RFP for energy consulting services at its July 1 meeting. The Working Group, however, deferred the release of the RFP until at least its September meeting.

6	Fleet Management Plan/COG Building Parking Lot Study	There is agreement among COG staff and the elected officials that this should be a priority work objective for 2020. At this time a lead staff member has not been identified.
7	Evaluation of Boardwalk at Millbrook Marsh Nature Center	The Feasibility Study Working Group continues to meet virtually about every two weeks. A draft RFP was distributed at the May 4 meeting for discussion and review. Based on the amount of available funds for this project, the team is leaning toward reducing the scope of work in this first RFP. Once the results are back from that study, it should provide much more clear direction for a second RFP for the exploration of one recommended design, a recommended path, and chosen materials. A grant opportunity would be available for the second RFP if matching funds are in place. The June 1 meeting had to be postponed to due staff availability, but the group is working on a new meeting date for some time mid-June.

**15. ADJOURNMENT**

# CENTRE REGION COUNCIL OF GOVERNMENTS

Centre Region Parks and Recreation  
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## **JOINT MEETING OF THE PARKS CAPITAL COMMITTEE AND THE CENTRE REGION PARKS AND RECREATION AUTHORITY**

Virtual Meeting via ZOOM  
Thursday, July 9, 2020  
12:15pm

During the COVID-19 health emergency, to continue business operations of the COG and ensure the safety of municipal officials and staff, and to adhere to health emergency recommendations while remaining in compliance with Pennsylvania's guidelines for public meetings, this Joint Meeting will be held via video conference. Written public comment or requests to speak to the Joint Meeting members for items not on the agenda, and requests to comment to specific agenda items listed below, may be submitted in advance by emailing [crpr@crcog.net](mailto:crpr@crcog.net).

### AGENDA

1. CALL TO ORDER  
Chair Bruce Lord will convene the meeting.
2. PUBLIC COMMENTS  
Members of the public are invited to comment on any items not already on the agenda (five minutes per person time limit, please). Comments relating to specific items on the agenda should be deferred to that point in the meeting.
3. APPROVAL OF MINUTES  
A copy of the minutes from the January 9, 2020 joint meeting of the COG Parks Capital Committee and Centre Region Parks and Recreation Authority is **enclosed** (attachment #1).
4. ANNUAL REORGANIZATION - 2020 CALENDAR YEAR
  - A. At the January meeting, the election of officers was not completed due to a tie vote for the Chair position. Therefore, the election was tabled until the next meeting when a quorum would be present. The April 2020 joint meeting was canceled due to a lack of agenda items. Mr. Lord agreed to continue as Chair until the election could be completed.

For clarification, the Parks Capital Committee is made up of five voting members and one non-voting member. The elected officials only from the member municipalities will vote on any action items for this committee.

The Committee is asked to conduct the Election of Officers (Chair and Vice-Chair) for 2020. The following officers were elected for 2019:

Chair	Bruce Lord, Harris Township
Vice-Chair	Eric Bernier, College Township

The official 2020 Parks Capital Committee roster includes the following members:

Janet Engeman, Borough of State College	Bruce Lord, Harris Township
Laura Dininni, Ferguson Township	Eric Bernier, College Township
Anita Thies, Patton Township	Charima Young, Penn State University

5. PARKS AND RECREATION REGIONAL COMPREHENSIVE STUDY UPDATE (ACTION BY AUTHORITY) (Pam Salokangas)

The final comprehensive study report was approved by the Executive Committee on behalf of the General Form on March 17, 2020 and by the CRPR Authority on March 19, 2020. At that time, the Agency continued working with PA Department of Conservation and Natural Resources (DCNR) as a request was submitted for \$10,000 in additional funding for a top priority project stemming from the Study's Action Plan. The required \$10,000 in matching funds were placed in the 2020 budget in 2019 when we learned of the additional grant funding opportunity.

DCNR accepted the top priority project as the long-term feasibility study for the Millbrook Marsh Nature Center Boardwalk. A working group was created to define boardwalk issues, describe use of the Center and by whom, define the goals for the future, and then to begin drafting a Request For Proposal. Because the funding is limited, the scope for the initial Request For Proposal focuses on the items noted above, and the results should provide the working group and the Authority with 2-4 design options and material selections. At that point, it is hoped that through additional committee review (COG Parks Capital, CRPR Authority, MMNC Feasibility Study Working Group, and MMNC Advisory Committee), a design will be chosen with material preferences. Then, a second Request For Proposal would be issued to take the top design and material selections and create design documents to include more detailed design/construction documents, required permitting information, a tentative timeline, a construction budget, and grant opportunities.

Enclosed (attachment #2) is the final draft of the MMNC Boardwalk Feasibility and Design Services Request For Proposal (minus appendices C-F). The same draft went to the Ad-Hoc Facilities Committee for their review at their July 7 meeting, and their feedback has been incorporated into this final version. Ms. Salokangas will provide a verbal update from that meeting if there is additional information. It is the Agency's intent to advertise the RFP starting July 10.

Both groups should review this document and direct any questions to the Agency staff. Should the Parks Capital Committee desire to endorse this Request For Proposal for next steps, a suggestion motion is:

*“That the COG Parks Capital Committee endorses the MMNC Boardwalk Feasibility and Design Services Request For Proposal for advertising.”*

Should the Authority desire to endorse this Request For Proposal for next steps, a suggested motion is:

*“That the Centre Region Parks and Recreation Authority endorses the MMNC Boardwalk Feasibility and Design Services Request For Proposal for advertising.”*

6. WHITEHALL ROAD REGIONAL PARK UPDATE (Pam Salokangas and Kathy Matason)

An update on the development of and the funding for the Whitehall Road Regional Park was provided at the June 18, 2020 CRPR Authority meeting. Since that time, the list below provides an update for the park project:

- The budget was updated to 2020 figures for the majority of the site development such as stormwater management, erosion and sediment control, the utilities to be brought into the park, parking lot work to include paving, main driveway construction, etc. Additional work remains to finalize landscaping, irrigation, and sports field lighting expenses, to adjust the playground budget, and to investigate some cost-saving measures on protective netting and curb stops. With the approval of Poole Anderson as the construction management firm, their costs have been added into the document. **Enclosed** (attachment #3) is the draft 2020 budget with notations of secured donations or grant funds. This budget is not complete as we’re still refining costs and attempting to locate additional revenue offsets. The Authority members will be scheduling a work session in the near future to discuss funding options, priorities, and next steps.
- The most important takeaway is that this budget is still underfunded with several projects in limbo; additional conversations are taking place regarding funding the maintenance storage building and the restroom portion of the main pavilion/concession stand/restroom building. There are no grant funds or donations available for these projects.
- The Agency and Authority Chair met with Stahl Sheaffer Engineering and Poole Anderson on Thursday, June 4 to discuss the Whitehall Road Regional Park project. This was to discuss various funding sources, timelines, purchasing options, funding options, and other items to help define the contract that is the result of accepting Poole Anderson’s RFP Proposal for the construction management responsibilities. The June 4 meeting helped to define which grant agencies were involved, some of the funding plans, and who will take responsibility for which piece of the next work phase.
- The official kick-off meeting with the engineers, playground and ballfield lighting representatives, architect, electrical engineers, Stahl Sheaffer Engineering, and the Poole Anderson construction management team was held on June 16. A 2<sup>nd</sup> meeting will be held as each vendor needed to evaluate their part of the construction documents to determine the ultimate timeline.
- Despite being underfunded, the goal is to still go to bid this fall as vendor bids will give the Agency and Authority an idea of how close the budget meets the construction costs.



7. MMNC SPRING CREEK EDUCATION BUILDING PHASE II UPDATE (Pam Salokangas)

At this time, Agency staff completed two grants this Spring. Staff applied for a \$350,000 PA Department of Conservation and Natural Resources (DCNR) grant; the Agency heard from the our Regional Grant Coordinator that the project scored very, very well, but because the project isn't fully funded at this time (minus the grants), it lost some points. The final grant awards will not be announced until November-December 2020.

Agency Staff also applied for a \$250,000 PA Department of Conservation and Economic Development grant (DCED). Typically these grant awards are made in September each year.

Included with both grant applications was the pledge letters that the municipalities would provide \$100,000 in matching funds in both the 2021 and 2022 budget years, and Ms. Kauffman included her current threshold of fundraising dollars which is close to approximately \$637,000.

Agency staff will continue to research other funding opportunities throughout the rest of 2020 and into 2021. The ultimate goal is to construct the Phase II building starting in 2022 and completing it in 2023.

8. OTHER BUSINESS

- A. Matter of Record -The next Joint Meeting of the Parks Capital Committee and the CRPR Authority will be October 8, 2020. The Recreation Services Manager will handle meeting duties as Ms. Salokangas will be on vacation.

9. ADJOURNMENT

**Attachments:**

Attachment #1 - January 9, 2020 Meeting Minutes

Attachment #2 - MMNC Boardwalk Feasibility and Design Services Request For Proposal (minus appendices C-F)

Attachment #3 - Draft 2020 Whitehall Road Regional Park Budget

**COG PARKS CAPITAL COMMITTEE AND  
CENTRE REGION PARKS AND RECREATION AUTHORITY  
JOINT MEETING MINUTES**

January 9, 2020

**1. CALL TO ORDER**

Vice Chair Bernier called the joint meeting of the COG Parks Capital Committee and the CRPR Authority to order at 12:15 PM in the COG Forum Room with the following individuals in attendance:

Committee: Laura Dininni, Ferguson Twp.; Eric Bernier, College Twp.; Betsy Whitman, Patton Twp.; Janet Engeman, State College Borough; Charima Young, PSU

Board: Kathy Matason, Chair, College Twp.; Diane Ishler, Harris Twp.; Bill Keough, Ferguson Twp.; Jim Dunn, State College Borough

Staff: Pam Salokangas, CRPR Director; Jada Light, Office Mgr.; Amber Merrell, Rec. Services Mgr.; Jim Carpenter; Parks Mgr.; Jeff Hall, Sports Supervisor; Joe Viglione, COG Finance; Jim Steff, COG Director.

Others: Chris Hurley, resident and Steering Committee Member; Doug Erikson, Patton Township Manager; Tom Fountaine, State College Borough Manager

**2. PUBLIC COMMENTS-** No public comments.

**3. APPROVAL OF MINUTES**

Ms. Whitman made a motion for the Parks Capital Committee to accept the Meeting Summary from the November 14, 2019 meeting. Ms. Engeman seconded the motion, which then passed unanimously.

Ms. Ishler made a motion for the Authority to accept the Meeting Summary from the November 14, 2019 meeting. Mr. Keough seconded the motion, which then passed unanimously.

**4. ANNUAL REORGANIZATION- 2020 CALENDAR YEAR**

A. The Committee was asked to conduct the 2020 election of officers.

Ms. Engeman made a motion to elect Ms. Dininni for the Chair position.

Ms. Whitman made a motion to re-elect Mr. Lord for the Chair position.

Ms. Dininni made a motion to close nominations for the Chair position; Ms. Whitman seconded the motion, which then passed unanimously.

According to procedure, when two or more Committee members are nominated, there is a vote. There were two votes for Ms. Dininni and two votes for Mr. Lord. Ms. Young sits on the Committee as a non-voting member, which resulted in a tie.

Ms. Dininni made a motion to table appointing the Chair and Vice-Chair until the next meeting and continuing with Mr. Bernier running the meeting as appointed by Mr. Lord. Ms. Engeman seconded the motion, which then passed unanimously.

- B. The Committee is asked to set their 2020 joint meeting schedule. It is suggested that the Parks Capital Committee continue to schedule joint meetings quarterly. If a time-sensitive item arose, a special meeting can be requested. The meetings will be the second Thursday of the month at 12:15 PM (April, July, October, and January 2021).

Ms. Dininni made a motion to keep the meetings quarterly at the same 12:15 PM time. Ms. Whitman seconded the motion, which then passed unanimously.

Ms. Ishler made a motion to keep the meetings quarterly at the same 12:15 PM time. Mr. Keough seconded the motion, which then passed unanimously.

- C. Mr. Bernier mentioned that if any member would like to change the way they are receiving the Agenda Packets for the Parks Capital meetings, to please let Ms. Salokangas and Ms. Light know.

#### **5. COG ARTICLES OF AGREEMENT**

Mr. Steff reviewed the COG Articles of Agreement that are reviewed at the annual reorganizational meeting and were adopted by all the ordinances. There are four responsibilities that are specific for the Parks Capital Committee. The agreement informs the Parks Capital Committee about the operating parameters. The responsibilities are as listed:

- A. To recommend the designation of regional park facilities.
- B. To develop and recommend a funding strategy for the planning, development, and operation of regional park facilities to the General Forum.
- C. To cooperate with the CRPR Authority in the preparation of the recommended master site plans for regional recreation facilities for referral to the General Forum and/or the participating municipalities.
- D. To study and prepare recommendations on regional parks as requested by the Executive Committee.

Ms. Dininni requested that Mr. Steff elaborate a bit on the responsibilities of the Parks Capital Committee. Does the Committee oversee only the three Regional Parks (Hess Softball Complex, Oak Hall Regional Park, and Whitehall Road Regional Park)? Mr. Steff replied that last year the General Forum authorized Parks Capital to also oversee both pools and the Millbrook Marsh Nature Center.

#### **6. MEETING ETIQUETTE GUIDELINES**

Mr. Steff reviewed the approved Resolution and the Guidelines of Meeting Etiquette that were approved by the General Forum in November 2018. These guidelines should be followed at all COG meetings. The guidelines were created to provide a welcoming

atmosphere for new members and those facilitating the meetings. Treat everyone with respect. These resolutions will be reviewed every January.

**7. PARKS AND RECREATION REGIONAL COMPREHENSIVE STUDY UPDATE**

Mr. Bernier informed the Committee that the Steering Committee met on the first Tuesday of January and briefly reviewed the second draft of the report. There were a few minor changes. All final edits will be completed by January 20, 2020 to prepare for the General Forum agenda packet. DCNR chose three priorities from the possible grant project ideas discussed with Ms. Salokangas in December. Ms. Salokangas mentioned that DCNR felt it was important to complete a Feasibility Study for the MMNC Boardwalk. Ms. Whitman asked what the other top priorities are? Ms. Salokangas replied that staffing/salary study is a priority and conducting Master Plan updates on the Regional Parks. There will be a separate study for staffing.

Mr. Bernier mentioned that it may be helpful for everyone to browse over the November power point and to send all edits to the consultants by January 20 for the final edit.

Ms. Dininni asked if the six original priorities were based on financial and time constraints due to DCNR's grant timeline? Will the Feasibility Study cost for the MMNC boardwalk be covered? Ms. Salokangas mentioned that there is \$20,000 for the grant and match, but the total cost is estimated at \$60,000-\$70,000. Ms. Dininni questioned why governance wasn't chosen as the number one priority? Ms. Salokangas reported that it's due to financial and time constraints. The priority for the maintenance on the MMNC boardwalk is very high. There will be discussion at the Ad Hoc Facilities Committee meeting on emergency closings and safety of the boardwalk. Staff wants it to remain in place but there are some structural issues right now and governance requires time for discussion. Ms. Dininni mentioned that PSU could possibly help with some funding or College Township since they are the host. Ms. Young noted that they are aware of this issue and can take this information back for discussion. Ms. Salokangas noted that she will discuss at the General Forum as well.

Mr. Steff noted that there are authorized emergency expenditures to close parts of the boardwalk. It will be posted since there are structural concerns that have been identified. The Agency is getting estimates for work that would allow parts of the boardwalk to reopen. The Feasibility Study will provide recommendations for long-term changes that will be needed.

Ms. Dininni asked why this is the first that the Committee have heard of this? Mr. Steff noted that he walked the entire boardwalk in the fall. Some maintenance was required but just within the months of October and November some piers have moved due to weather/ice. Ms. Salokangas noted that there was money set aside for Capital Improvement cost repairs in the next two years but actions in October, November, and December accelerated the damage to the boardwalk.

(Public Comment)- Mr. Hurley mentioned that chapter six did discuss governance. There was some suggestions and information. The Steering Committee felt it would be important for the municipalities to list their priorities after reading the report.

Mr. Steff mentioned the discussion taking place right now is that the report is going to the General Forum for review, then what are we going to do with it. At the meeting there were two different points of view. One point of view was the General Forum accepts the report and asks the Authority for periodic updates about what is being done to achieve the recommendations in the report. Other Officials said that the General Forum should approve the report but then refer the report to the individual municipalities for comments that will then come back to the COG to be shared with the Authority. Mr. Steff and Ms. Salokangas were discussing how to handle the different points of view. We are going to ask the General Forum what they prefer and identify one motion that says the General Forum accepts the report and asks the Authority to provide periodic reviews. The other motion will be the General Forum approves the report and refer the report back to the municipalities and provide comments back to the Executive Director by March 25, 2020 with those comments being shared with the Authority. Both points of views have positive concepts. If the Executive Committee agrees with this proposal, then that is how it will be presented to the General Forum. There will be two choices that the larger group can decide what they want to do next. Ms. Dininni mentioned all that would be solved with the governance discussion, you wouldn't even have these questions. Mr. Bernier replied yes, if it was that easy but realistically it is going to take some time for discussion on governance.

Ms. Whitman asked if there were any other marshes in Centre County? She added that water can be a challenge. Ms. Salokangas replied that in our inventory that we manage, this is the only one we have. There is the natural fen, the man-made fen and the marsh soil. Water has definitely changed there. We may be becoming more wet then we ever were before. It is changing how we will be managing that facility. Ms. Whitman said kudos for the Agency being on top of it as quickly as they did.

#### **8. WHITEHALL ROAD REGIONAL PARK UPDATE**

Ms. Salokangas noted that she included in the agenda a list of highlights to give everyone an idea of the project's status. On December 9, the Ferguson Township Board of Supervisors passed the Land Development Plan. It will soon move from Land Development towards ground-breaking and construction. There will be many steps. Ms. Salokangas has had many calls with DCNR on grant requirements. The project was given permission for site development. DCNR had to sign off on the grant projects to be included in one bid. The budget estimate needs to be completed. The fundraising numbers are getting updated. The next step will be hiring a Project Management Team. The team will have a prime role for preparing bid documents. There are many requirements and we don't want to violate any grant policy and lose any funding.

Ms. Dininni mentioned that while reviewing the Land Development Plan, it didn't seem to diverge from the Master Plan. It's fuzzy as to what is being covered under the amount of the loan. Ms. Salokangas answered that there have been some changes to help with

cost savings. The budget needs to be updated to see where we are financially. There was never enough loan funding to complete the pavilion. All the plans are being re-evaluated. Ms. Dininni stated that the loan money was intended to build with bathrooms. The costs have changed since the initial Master Plan was completed. This is where fundraising will take place. There is need to sit down and look at funding for 2020. There are some decisions to be made.

Ms. Whitman would like to recommend that all of the plants be 100% native plants. Ms. Salokangas confirmed that everything will come from the native plant list.

**9. ADJOURNMENT**

Ms. Whitman made a motion for the Parks Capital Committee to adjourn the meeting at 1:18PM; Ms. Dininni seconded the motion.

Ms. Ishler made a motion for CRPR Authority Board to adjourn the meeting at 1:18PM; Mr. Keough seconded the motion. The meeting then adjourned.

Respectfully Submitted,  
Jada Light, Recording Secretary



# Centre Region Parks and Recreation Authority



**Request for Proposals  
To Complete a Feasibility Review and Professional Design Services for the  
Millbrook Marsh Nature Center Boardwalk**

**Centre Region Parks and Recreation Authority  
State College, Centre County, Pennsylvania**

**DCNR Project: BRC-TAG-23-52.1**

**ISSUE DATE: July 10, 2020**

## TABLE OF CONTENTS

I	Introduction and Background	Page 3
II	Millbrook Marsh Nature Center Feasibility Working Group	Page 4
III	Schedule of Key Dates	Page 5
IV	Project Understanding and Goals	Page 5
V	Scope Of Work	Page 6
VI	Request For Proposal Response Requirements	Page 8
	A. Qualifications	Page 8
	B. Technical Proposal	Page 9
	C. Schedule	Page 9
	D. Cost Proposal	Page 9
VII	Selection Criteria	Page 10
VIII	Response Conditions	Page 10
IX	Contract For Professional Services	Page 11
	A. Example Contract	Page 12
X	Advertisement For Proposals	Page 14
XI	Appendices	
	Appendix A – Non-Discrimination Clause	Page 15
	Appendix B – Site Layout	Page 16
	Appendix C - Conservation Easement	Page 17
	Appendix C – Archeological Site History	Page 33
	Appendix D – Stream Data Availability (WRMP)	Page 35
	Appendix E – Thompson Run OPP-WRP-SR-TR:2013	Page 36

**Request for Proposals**  
**To Complete a Feasibility Review and Professional Design Services for the**  
**Millbrook Marsh Nature Center Boardwalk**

The Centre Region Parks and Recreation (CRPR) Authority invites you to submit a proposal to complete a feasibility review and conduct professional design services for the Millbrook Marsh Nature Center Boardwalk.

**Introduction and Background**

Site location: Millbrook Marsh Nature Center, 548 Puddintown Road, State College, PA 16801

The Millbrook Marsh Nature Center is located in State College, Pennsylvania, less than two miles from Penn State University. The Centre Region Parks and Recreation Authority operates the Millbrook Marsh Nature Center and is a 501(c)3 non-profit municipal authority.

The Millbrook Marsh Nature Center's mission is to educate and inspire people about the natural world, and to instill a passion for the environment through science, history, culture and art.

The Millbrook Marsh Nature Center is a 62-acre site consisting of a 12-acre farmstead area and an adjacent 50-acre wetland area that includes a natural fen. A Conservation Easement between Penn State University (landowner) and ClearWater Conservancy protects the wetland from future development. Formerly known as "Penn State Farm 12," the tract was leased to the Centre Region Parks and Recreation Authority on a long-term basis from Penn State University starting in 1997 for \$1/year. On-site is a LEED Silver Certified classroom building, called the Spring Creek Education Building, a restored bank barn with a wetland laboratory, a picnic pavilion, two sun shelters, nearly 3,000 linear feet of boardwalk, and walking trails.

The nature center hosts over 20,000 participants annually to organized programs, events, and reservations, not counting the recreational day users who enjoy bird watching, dog walking, hiking, picnicking, and more. The nature center also offers educational programs for all ages and groups, community events, rental facilities for special events and retreats, children's birthday parties, and more. Individual and college class research is also conducted on-site through the relationship with Penn State University.

The educational program is largely based on access to the boardwalk. The following items describe how the boardwalk is used in the center's programming and the goal remains to keep these options viable.

- Observation platforms with access to all three streams
- Observation of confluence areas at Bathgate Springs and Thompson Run as well as Thompson Run and Slab Cabin Run
- Stream crossvane viewing
- Bur Oak forested area (near Slab Cabin Run) which does flood during high rain events
- Direct or viewing access to various habitat areas are important; it remains ideal to have at least one point of access to forest, meadow, marsh, and viewing areas into the natural fen.

- Looped system(s) for programming; field trip groups have limited time so providing access to areas of importance closer to the farmstead.

The 2,760.5 linear foot boardwalk has experienced damage over its lifetime due to original design and material longevity, increasingly wet conditions, and a lack of a long-term maintenance plan. The boardwalk is in need of a structural evaluation to include recommendations for possible structural redesign, relocating the boardwalk into a new configuration, and recommendations for changes to structural materials.

CRPR is seeking professional assistance to perform the following functions:

1. Address potential changes to the structural design and/or boardwalk siting/layout.
2. Address potential alternatives to direct replacement.
3. Address material options for future renovation/replacement.

**Millbrook Marsh Nature Center Feasibility Working Group**

To complete this project the Consultant will be collaborating with the Feasibility Working Group. The Group was established by the Centre Region Parks and Recreation Authority and includes members from the Millbrook Marsh Nature Center Advisory Committee, Authority, Agency staff, Penn State University, and College Township.

This project is partially funded by a grant from the Community Conservation Partnership Program administered by the Department of Conservation and Natural Resources (DCNR), Bureau of Recreation and Conservation (Bureau). The Bureau has certain requirements and standards that must be met by the Centre Region Parks and Recreation Authority and its contracted consultant. This Request for Proposals (RFP) has been prepared to meet these requirements and standards. The Bureau will monitor the project. Certain documents and drafts of documents will be subject to review and approval by the Bureau.

DCNR’s grant agreement number is BRC-TAG-23-52.

Organization	Name
Penn State University	Andrew Gutberlet
College Township	Jere Northridge Amy Kerner Carla Stilson
Millbrook Marsh Nature Center Advisory Committee	Rick Marboe Rob Brooks
Centre Region Parks and Recreation Authority	Kathy Matason
ClearWater Conservancy	Deb Nardone
Centre Region Parks and Recreation Staff	Melissa Kauffman Jim Carpenter Pam Salokangas

**Inquiries/submissions to:**

All project-related inquiries shall be directed to:

Pamela J. Salokangas, CPRP, CPSI  
Director of Parks & Recreation  
Centre Region Parks & Recreation / Centre Region Parks & Recreation Authority  
2040 Sandy Drive, Suite A, State College, PA 16803  
(814) 231-3071 Fax: (814) 235-7832  
[psalokangas@crcog.net](mailto:psalokangas@crcog.net)

It is important that all respondents are given clear and consistent information. Therefore, all respondents are required to submit any questions related to this project or RFP process via email. Responses to all submitted questions will be posted on the Parks and Recreation website at <https://www.crpr.org/legal-notice-bids>

Questions concerning this RFP must be received via email per the Schedule of Key Dates. Inquiries received after this date will not be considered or answered.

Respondents should not communicate with other Centre Region Parks and Recreation Staff, Centre Region Parks and Recreation Authority members, or Millbrook Marsh Nature Staff or Millbrook Marsh Nature Center Feasibility Working Group members during the Request For Proposal submission process except as described above. In addition, no communications should be initiated by a respondent to any officials or persons involved in evaluating or considering the Request For Proposal. Communication with any parties for any purpose other than those expressly described herein may cause an individual or firm to be disqualified from participating.

**Schedule of Key Dates**

Release date of Request For Proposal	July 10, 2020
Mandatory Site Visit	July 22, 2020, 9 AM (rain or shine)
Deadline for Receipt of Questions	July 28, 2020, 12 PM
Release of Questions and Responses	No later than July 31, 2020, 12 PM
Deadline for Receipt of Proposals	August 7, 2020, 11 AM
Proposal Review and Committee Process	August 10-September 17
Project Awarded	September 18, 2020
Final Report prepared for DCNR Review	February 15, 2021
Final Report for Distribution to COG	April 2021

**Project Understanding and Goals**

The purpose of the project is to address failures and limitations of the current boardwalk system and develop a life-cycle-based design option for the Center’s boardwalk, that will allow similar educational access as the boardwalk allows now.

Prior to design services, the Consultant shall prepare a Basis of Design Memorandum to include a series of Alternative Analyses. These Alternative Analyses and Basis of Design components shall include, but not be limited to, the following:

- a. Permitting impacts of maintaining the existing access configuration versus developing extensions, alternate access points, or a completely new site layout. Consider areas that are inundated with water during heavy rains and how access can remain for educational purposes.
- b. An analysis of the pedestrian bridge over Thompson Run and the clear span relative to both (a) the horizontally migrating location of the waterway and (b) the 100-year flood level. Evaluate adjustments to the bridge, to the watercourse via bed/bank protections, and/or both.
- c. An analysis of the pedestrian bridge over Slab Cabin Run and the clear span relative to both (a) the horizontally migrating location of the waterway and (b) the 100-year flood level. Evaluate adjustments to the bridge, to the watercourse via bed/bank protections, and/or both.
- d. Provide a statement on the 100-year flood level relative to the two bridges noted above, the boardwalk wholly, and the impacts of the stream data across the last 10 years (Appendix D). Address factors of safety for the boardwalk tread (material choice), buoyancy, and potential hazards to the existing bridges as well as proposed corrections/actions relative to other climate impacts.
- e. What materials may be best served for the access, including, but not limited to:
  - Use of alternate footer/pier design, such as the galvanized steel footings (“Bog Pans”) designed for wet conditions (<https://custommfginc.com/>) or deep pilings also designed for wet conditions (<http://customboardwalks.com/>).
  - Use of alternate trail design, such as asphalt, concrete sidewalks, or TSA where boardwalks are within close proximity to the ground surface;
  - Use of all-weather surfacing (boardwalk tread);
  - Use of open grid surfacing to encourage vegetation and prevent erosion beneath substructure; and
  - Use of duckbills or other ancillary devices to prevent buoyancy.
- f. Evaluation of trail system and boardwalk for ADA, educational, and multi-modal purposes, as well as connections to existing ADA pathways.
- g. Evaluation of a trail system/boardwalk/access configurations for loop, educational, research and recreational purposes.
- h. Confirmation with Centre Region Codes of the structural capacity necessary for the project.

### **Scope of Work**

In general, the Consultant’s responsibilities for this project include but are not limited to:

- Attend a project kick-off tour and review meeting with Centre Region Parks and Recreation Authority members as well as the Millbrook Marsh Nature Center Boardwalk Feasibility Group members.

- Review available information regarding the Millbrook Marsh Nature Center site, including, but not limited to, the following:
  - Conservation Easement with site restrictions (Appendix B)
  - Archeological Site History (Appendix C)
  - Stream Data Availability (WRMP (Appendix D)
  - Thompson Run OPP-WRP-SR-TR:2013 (Appendix E)
- Assess and determine the need for permitting approvals to conduct the site assessment. Prepare and submit applicable documents to appropriate agencies for review and approval. Coordinate and attend meetings as required to support this effort.
- Coordinate the permitting with the appropriate Centre Region Parks and Recreation staff. At a minimum, permitting may include, but not be limited to, the following:
  - Pennsylvania Natural Diversity Index (PNDI) search
  - Army Corps of Engineers (ACOE)/DEP Joint 404 Permit
  - PA DEP Wetland impact permits
  - Centre County Conservation District earthmoving permits
  - Centre Region Code Building Permit
  - College Township Zoning Permit
  - College Township Right-of-Way Permit
- Prepare a Basis of Design Memorandum as discussed under Project Understanding. The Basis of Design Memorandum will additionally provide the CRPRA a general matrix of the following:
  - Advantages and disadvantages in educational and recreational mission for relocation/revision of the trail system
  - Advantages and disadvantages in project schedule and timeline for relocation/revision of the trail system (i.e., existing locations may be grandfathered under permitting without extensive regulatory review periods)
  - Advantages and disadvantages of common materials in trail, bridge and boardwalk systems
  - Advantages and disadvantages in life cycle operational costs and resource (i.e. manpower) investments
- Final Submittal for Feasibility and Design Services: Create a minimum of four (4) concept options for the future trail system of the Millbrook Marsh Nature Centre. A concept option shall consist of the following minimum components:
  - General schematic of the trail system layout,
  - Identification of materials pertinent to the layout,
  - Permitting requirements for the layout,
  - Capital, operational/maintenance, and comparative life-cycle costs for the concept
  - Advantages and disadvantages of each concept against the other proposed concepts

The intent would be to allow the CRPRA to choose a concept from the four (4) provided and advance this concept to a design project under future funding sources. Each concept shall be thoroughly vetted against the Project



Understanding and Goals.

In addition to the four (4) concepts, the Final Submittal for Feasibility and Design Services shall include funding options and recommendations to advance the proposed concept through construction completion. Where appropriate, the cost estimations shall include Prevailing Wage, Davis-Bacon or other requirements as may be necessary under the recommended funding scenarios.

Deliverables

Non-Mandatory Kick-off Conference Attendance
Basis of Design Memorandum submission with Alternatives & Preliminary Recommendations
70% Submittal
100% / Final Submittal for Feasibility and Design Services

**Request For Proposal Response Requirements**

The Request For Proposal response shall consist of four (4) subsections as follows: Qualifications, Technical Proposal, Schedule, and Cost Proposal.

Qualifications

Please provide a concise response in the order that the following information is presented:

- A one-page cover letter that includes the following:
  - Contact information (address, phone, and email) for you or your team’s main point of contact
  - A concise summary of why your team is best suited for this project
  - Statement of certification that all information provided is accurate and that you concur, without exception, with the terms, conditions, and provisions of this RFP.
- Brief overview of firm, including history, ownership, staff, capacity, and office location(s). If more than one office location, state the location that will complete the work for this project.
- Experience of the firm including recent examples of similar work with Centre Region Parks and Recreation or similar clients, including the role the proposed design team members had on each project. This shall also include a discussion of the firm’s capacity and expertise to perform the anticipated services. Please concentrate on project experience that has occurred in environments with similar physical development, geologic and climatological environments to those found at the Millbrook Marsh Nature Center.
- A detailed organization chart that clearly shows the roles and responsibilities of each team member and who will be the Project Manager and point-of-contact on the project.
- Resume or experience descriptions for each of the proposed design team members,

including any sub-consultants proposed for this project. Include the number of projects and the total dollar value of the projects that the sub-consultants have worked with your firm.

- Experience of the firm and sub-consultants in the past five (5) years in the design of projects similar to the one proposed. List for each the size, project duration from start of design to construction completion, and the final construction cost.

### Technical Proposal

- The scope of services that identifies the various tasks, reviews, deliverables, and meetings that will be provided for this project.
- A description of the approach to performing this project, including the key technical items that will be considered and the potential issues and/or key drivers. Describe your expected support from Penn State.

### Schedule

- A detailed project schedule depicting the various tasks and critical milestones for each required component of the RFP.

### Cost Proposal

- Proposed fixed fee for basic services, including the proposed hours for each team member per task and the total number of hours for each team member and the entire team for the project.
- Not-to-exceed amount for reimbursable expenses associated with fee above. Identify what type of expenses will be charged. Expenses, if applicable, shall be billed without markup.
- Professional's billable hourly rates.

The proposal shall be no more than **20 pages** with a minimum of 11 pt font. Proposal information on both sides of a page will count as two pages. A cover page and report tabs or dividers do not count towards this page limitation.

Respondent shall submit electronically one PDF copy and 18 printed copies of the proposal for distribution to Centre Region Parks and Recreation Authority members and the Millbrook Marsh Nature Center Boardwalk Feasibility Working Group.

### **Selection Criteria\***

Proposals will be evaluated based on the submission requirements listed above to determine which firm best meets the needs of the project. Proposals will be evaluated on the following factors:

<b>Qualifications of Key Staff</b> – Identify the key staff members who will be assigned to this project for this contract. Describe their roles and provide a brief description of their professional experience. Higher scores will be given to proposals where the evaluators believe key staff members have the most relevant experience.	15 points maximum
<b>Statement of Understanding and Project Approach</b> – Demonstrate that the consultant has an understanding of the project and working with the Conservation Easement and permitting restrictions. Higher scores will be given to teams demonstrating a complete understanding of the extent of the proposal and the contract term and relevant similar projects.	30 points maximum
<b>Availability to Meet Budget/Value</b> – Indicate current availability and anticipated project timeline. Higher scores will be given to teams that can complete the project in the timeliest manner, the best presentation of key milestones in the project, and relative cost.	20 points maximum
<b>Depth of Skills</b> related to technical aspects of the project.	10 points maximum
<b>Demonstration of Innovative Approaches</b> to the technical solutions.	15 points maximum
<b>References</b> – Provide a minimum of three (3) references for the project team. This should include the client, contact name and position, and phone number. Higher scores will be given to teams with the best references for projects of similar size, structure, complexity, and clientele.	10 points maximum
<b>Total Points</b>	100

\*At the discretion of the committee, finalists may be invited to an in-person interview.

### **Response Conditions**

Centre Region Parks and Recreation does not obligate itself to make the selection for these professional services based on lowest cost and reserves the right to reject all responses. Centre Region Parks and Recreation further reserves the right to waive any informality in any or all responses, and to reject or accept any response or portion thereof. Our intent is to identify the firm that provides the best fit with our perceived need. This firm will balance quality, cost, and service.

### **Please do not include any terms and conditions in your proposal.**

If it becomes necessary to revise any part of this RFP, an amendment will be issued to all firms who acknowledge receipt of the RFP.

Please submit the proposal electronically in PDF format via email to [psalokangas@crcog.net](mailto:psalokangas@crcog.net) along with the 18 printed copies to the address provided in the Inquiries/Submissions Section (page 5) by **Friday, August 7, 2020, at 11 AM (date identified in the Schedule of Key Dates).**

Proposals will be opened at that time at the Centre Region Parks and Recreation Office at 2040 Sandy Drive, Suite A, State College, PA 16803.

**Contract for Professional Services**

A proposed contract is included (beginning on next page) for your review. If it is satisfactory to you, it should be completed, executed, and submitted with the proposal. If you prefer an alternate contract, you may submit it as part of your proposal. However, the Centre Region Parks and Recreation Authority reserves the right to enter into the enclosed contract with the successful firm or to negotiate the terms of a professional (consulting) services contract.

***[NOTE: DCNR recommends that the Authority's solicitor be consulted concerning the contract form used for this RFP, including insertion of any contractual terms not addressed in this proposed contract, such as termination, breach, remedies for breach, etc.]***

DRAFT

## CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Centre Region Parks and Recreation Authority (CRPRA), State College, Centre County, Pennsylvania (COG), and \_\_\_\_\_ ("Consulting Firm").

WHEREAS, the CRPRA desires to have certain one-time professional consulting work performed involving a Feasibility Review and Professional Design Services for the Millbrook Marsh Nature Center Boardwalk;

WHEREAS, the CRPRA desires to enter into a contract for this work pursuant to a Request for Proposals ("RFP") issued by the CRPRA.

WHEREAS, the Consulting Firm desires to perform the work in accordance with the proposal it submitted in response to the RFP;

WHEREAS, the Consulting Firm is equipped and staffed to perform the work;

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

**THE CONSULTING FIRM WILL:**

1. Provide professional consulting services in accordance with the RFP, its proposal in response to the RFP, and the Nondiscrimination/Sexual Harassment Clause, which is attached hereto and incorporated herein as Appendix A.
2. Obtain approval from the CRPRA of any changes to the staffing stated in its proposal. However, approval will not be denied if the staff replacement is determined by the CRPRA to be of equal ability or experience to the predecessor.

**THE CRPRA WILL:**

1. Compensate the Consulting Firm based on the actual hours worked and actual reimbursable expenses for a total amount not to exceed \$\_\_\_\_\_.
2. Provide the Consulting Firm with reasonable access to CRPRA personnel, facilities, and information necessary to properly perform the work required under this Contract.
3. Except as provided in item 4 below, make payment to the Consulting Firm within 30 days after receipt of a properly prepared invoice for work satisfactorily performed and following this schedule:
  - 20% following execution of contract
  - 50% following the presentation of the draft plan to the Feasibility Working Group
  - 20% following the presentation of the final plan to the Centre Region Parks and Recreation Authority

4. Make final payment of 10% of the funds available to the Consulting Firm under this Contract within 30 days after final product approval by the Department of Conservation and Natural Resources.

IT IS FURTHER AGREED THAT:

1. All copyright interests in work created under this Contract are solely and exclusively the property of the CRPRA. The work shall be considered work made for hire under copyright law; alternatively, if the work cannot be considered work made for hire, the Consulting Firm agrees to assign and, upon the creation of the work, expressly and automatically assigns, all copyright interests in the work to the CRPRA.

2. In the performance of services under this Contract, there shall be no violation of the right of privacy or infringement upon the copyright or any other proprietary right of any person or entity.

In witness thereof, the parties hereto have executed this Contract on the day and date set forth above.

WITNESS:

\_\_\_\_\_

FOR THE CRPRA:

\_\_\_\_\_

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

WITNESS:

\_\_\_\_\_

FOR THE CONSULTING FIRM:

\_\_\_\_\_

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

## **Advertisement For Proposals**

### **Feasibility Review and Professional Design Services for the Millbrook Marsh Nature Center Boardwalk**

The Centre Region Parks and Recreation Authority in State College, Centre County, Pennsylvania invites the submission of proposals for a one-time contract from qualified Consultants to prepare a Feasibility Review and Professional Design Services for the Millbrook Marsh Nature Center Boardwalk;

Sealed proposals (containing eighteen copies) will be received until 11 AM prevailing time on Friday, August 7, 2020 at the Centre Region Parks and Recreation Office.

The CRPRA will not be responsible for any proposals which are mismarked, delivered to the wrong location, or delayed in delivery or in the mail.

A copy of the RFP, general information, and detailed requirements may be obtained from the Centre Region Parks and Recreation Office:

Pamela J. Salokangas, CPRP, CPSI  
Director of Parks & Recreation  
Centre Region Parks & Recreation / Centre Region Parks & Recreation Authority  
2040 Sandy Drive, Suite A, State College, PA 16803  
(814) 231-3071 Fax: (814) 235-7832  
[psalokangas@crcog.net](mailto:psalokangas@crcog.net)  
[www.crpr.org](http://www.crpr.org)

Proposals will be accepted by mail or via drop-box in the Agency's lobby, available 24/7.

Proposals will be presented for final approval at a public meeting of the Centre Region Parks and Recreation Authority. The Centre Region Parks and Recreation Authority may accept or reject any or all proposals or hold all proposals for a period of ninety (90) days.

Publish: Monday, July 12, 2020



## Appendix A

### NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any of its employees.
3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement.
4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate in violation of the PHRA and applicable federal laws against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
5. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

Whitehall Road Regional Park					Updated by Stahl Sheaffer Engineering January 2020	Section Updated by CRPR - June 3, 2020
PHASE 1: Fields (4 Game, 2 Practice), Playground, Trail, 2 Parking Areas (No Buildings) Opinion of Probable Construction Costs						
Item Description	Quantity	Unit	Unit Cost	Total Item Cost	Costs to be covered by grants/donations	
<b>GENERAL CONDITIONS</b>						
Mobilization & Supervision	1	LS	\$335,000	\$ 335,000		
Construction Layout	1	LS	\$62,500	\$ 62,500		
Construction As-Builts	1	LS	\$7,500	\$ 7,500		
Engineering Services through Construction	1	LS	\$24,300	\$ 24,300		
Engineering/Electrical/Architectural Services & Permits Already Paid	1	LS	\$181,336	\$ 181,336	\$30,000 in in-kind services provided by Stahl Sheaffer Engineering	
Architectural Services	1	LS	\$69,600	\$ 69,600		
Electrical Engineering Services	1	LS	\$24,800	\$ 24,800		
CRPR CM Oversight	1	LS	\$78,824	\$ 78,824		
<b>Subtotal General Conditions</b>				<b>\$783,860</b>		
<b>EROSION &amp; SEDIMENT CONTROL</b>						
Construction Entrance	1	LS	\$1,900	\$ 1,900		
Construction Staging Area	2,500	SY	\$9	\$ 22,500		
12" Compost Filter Sock	2,695	LF	\$7	\$ 18,865		
18" Compost Filter Sock	530	LF	\$10	\$ 5,035		
24" Compost Filter Sock	1,010	LF	\$14	\$ 13,635		
32" Compost Filter Sock	250	LF	\$22	\$ 5,500		
36" Compost Filter Sock	2,240	LF	\$32	\$ 71,680		
Concrete Wash Outs	4	EA	\$1,990	\$ 7,960		
Pond Skimmers	2	EA	\$2,750	\$ 5,500		
Inlet Protection	10	EA	\$185	\$ 1,850		
Orange Protective Fence @ Basins	2,080	LF	\$7	\$ 14,560		
Rip Rap Aprons	22	EA	\$1,250	\$ 27,500		
Swale Grading	4,325	LF	\$4	\$ 17,300		
Rock Filters	30	EA	\$250	\$ 7,500		
R/S Maintenance	1	LS	\$10,000	\$ 10,000		
<b>Subtotal Erosion &amp; Sediment Control</b>				<b>\$231,285</b>		
<b>EXCAVATION</b>						
Topsoil Strip to Stockpile, 8" Depth	48,135	CY	\$3.75	\$ 180,600		
Excavation, Cut to Fill	62,500	CY	\$5	\$ 312,500		
Excavation, Import to Fill	12,500	CY	\$12	\$ 150,000		
Rock Allowance	1	LS	\$175,000	\$ 175,000		
Place Topsoil, 6" Depth w/o Matting	27,500	CY	\$12	\$ 330,000		
Place Topsoil, 6" Depth w/ Matting	1,175	CY	\$16	\$ 18,800		
Place Amended Soil in Gardens/Basins	824	CY	\$120	\$ 98,900	NFWF Grant was denied. Another opportunity comes in the Fall of 2020.	
Temporary Seeding, 25% of Respread Area	42,900	SY	\$0.40	\$ 17,200		
Final Seeding, All Respread Areas	171,595	SY	\$1	\$ 171,600	NFWF Grant was denied. Another opportunity comes in the Fall of 2020.	
<b>Subtotal Excavation</b>				<b>\$1,454,600</b>		
<b>WATER SYSTEM</b>						
6" DIP Water Line	3,440	LF	\$60	\$ 206,400		
4" PVC Irrigation Water Line	1,615	LF	\$52	\$ 84,000	\$30,000 match required for \$15,000 irrigation grant. Need to add irrigation costs.	
1" Service Laterals	640	LF	\$22	\$ 14,100		
1" Service Lateral to Drink Fountain	50	LF	\$28	\$ 1,400		
Fire Hydrant Complete	2	EA	\$8,500	\$ 17,000		
Water System Meter Pit	1	EA	\$60,000	\$ 60,000		
Water Line Fittings	1	LS	\$30,000	\$ 30,000		
SCBWA Line Tap (x2 for 6" and 1")	1	LS	\$7,000	\$ 7,000		
<b>Subtotal Water System</b>				<b>\$419,900</b>		
<b>SANITARY SEWER SYSTEM</b>						
Sanitary Manhole	8	EA	\$3,000	\$ 24,000		
Sanitary Sewer (8" SCR-35)	1810	LF	\$80	\$ 144,800		
Sanitary Cleanouts	2	EA	\$400	\$ 800		
Sanitary Lateral (6" SDR 35)	58	LF	\$95	\$ 5,600		
<b>Subtotal Sanitary System</b>				<b>\$175,200</b>		
<b>SITE ELECTRICAL AND LIGHTING</b>						
Parking Lot Fixtures	34	EA	\$4,000	\$ 136,000		
Primary Electrical Service Line	2600	LF	\$12.50	\$ 32,500		
Electrical Service Lot Lighting - Line	9000	LF	\$11.50	\$ 103,500		
Electric Service Lot Lighting - Trenching	9000	LF	\$4.50	\$ 40,500		
Transformer pads	2	EA	\$1,500	\$ 3,000		
Miscellaneous underground branch circuits	1	LS	\$3,000	\$ 3,000		
<b>Subtotal Site Utilities - Electrical</b>				<b>\$318,500</b>		
<b>MUSCO FIELD LIGHTING</b>						
(2) Soccer Fields, Furnished & Installed "Subpanel Out"	1	LS	\$750,000	\$ 253,950	\$496,050 secured (grants & donations.) Need to complete this funding via grants/donations.	
<b>Subtotal MUSCO Field Lighting</b>				<b>\$253,950</b>		
<b>NATURAL GAS SERVICE</b>						
Trench, Bed, Backfill, for Gas Line (by others)	1270	LF	\$15	\$ 19,100	We have an option to not run the gas line at this time since the all-season pavilion/concession stand will be delayed.	
Gas Service Line	1270	LF	\$10	\$ 12,700		
Gas Connection, Valve, and Regulator	1	LS	\$4,000	\$ 4,000		
Gas Meter	1	LS	\$2,000	\$ 2,000		
<b>Subtotal Natural Gas Service</b>				<b>\$37,800</b>		

STORMWATER MANAGEMENT				
4" Perforated HDPE	2430	LF	\$15	\$ 36,500
4" Cleanout for 4" HDPE	9	EA	\$475	\$ 4,300
6" Perforated HDPE	540	LF	\$20	\$ 10,800
6" HDPE	190	LF	\$25	\$ 4,800
6" Nyloplast Yard Drain	2	EA	\$800	\$ 1,600
8" Perforated HDPE	2,420	LF	\$20	\$ 48,400
6" Cleanout for 6" HDPE	10	EA	\$600	\$ 6,000
6" Cleanout for 8" HDPE	9	EA	\$600	\$ 5,400
8" Cleanout for 8" HDPE	2	EA	\$750	\$ 1,500
10" HDPE	230	LF	\$32	\$ 7,400
12" Perforated HDPE	230	LF	\$34	\$ 7,900
12" HDPE	1,010	LF	\$31	\$ 31,400
15" HDPE	473	LF	\$40	\$ 19,000
Nyloplast Yard Drain for 15" HDPE	7	EA	\$1,250	\$ 8,800
18" HDPE	416	LF	\$44	\$ 18,400
24" HDPE	1,574	LF	\$49	\$ 77,200
PE End Sections	22	EA	\$375	\$ 8,300
Type M Inlet, 2'x2'	4	EA	\$1,375	\$ 5,500
Type M Inlet, 2'x4'	5	EA	\$2,500	\$ 12,500
Storm Manhole	4	EA	\$3,275	\$ 13,100
Storm Manhole, 4'x4' Junction Box	1	EA	\$8,250	\$ 8,300
Outlet Structures	2	EA	\$3,375	\$ 6,800
<b>Subtotal Stormwater Management</b>				<b>\$343,900</b>
LANDSCAPING				
All Trees & Shrubs, Landscaping Plants & Pollinator Seed	1	EA		\$ -
<b>Subtotal Landscape Features</b>				<b>\$0</b>
<p>\$51,255 (Several donations &amp; 1 grant). Pending: 20 Large Caliper Tree Grant &amp; NFWF Grant for Pollinator Seed; Donations for Mascolo Gardens)</p>				
HARDSCAPE				
Aggregate Trail, 6" 2A, 3" TSA Stone w/CL4 Geo	9,600	SY	\$30	\$ 288,000
Concrete Sidewalk, 4" 2A, 4" Concrete	1,496	SY	\$105	\$ 157,100
Truncated ADA Domes, 2'x4'	17	EA	\$375	\$ 6,400
Concrete Steps w/Handrail	7	SETS	\$15,000	\$ 105,000
Driving Surface Aggregate, 6" 2A w/CL4 Geo	11,380	SY	\$14	\$ 159,400
Prep Playground w/6" 2B Stone	1,930	SY	\$14	\$ 26,100
Prep Shed Areas w/6" 2B Stone	90	SY	\$38	\$ 3,500
Dumpster Pad	165	SY	\$120	\$ 19,800
Dumpster Pad Enclosure Allowance	1	IS	\$3,100	\$ 3,100
Asphalt Paving, 6", 3.5", 1.5"	16,412	SY	\$35	\$ 574,500
Pavement Markings	1	LS	\$3,500	\$ 3,500
Bumper Blocks	487	EA	\$200	\$ 97,400
Site Signage Allowance	23	EA	\$245	\$ 5,700
Parking Lot Island Curb, 6'x18"	3,720	LF	\$33	\$ 122,800
<b>Subtotal Hardscape</b>				<b>\$1,572,300</b>
SITE AMENITIES				
Playground	1	LS	\$750,000	\$ 300,000
				\$379,514.09 secured (donations & grant);
3' High Chain Link Fence	995	LF	\$15	\$ 15,000
6' High Chain Link Fence	1200	LF	\$20	\$ 24,000
15' High Safety Field Netting (scaled back to 130' each side)	520	LF	\$85	\$ 44,200
Entrance Sign	1	LS	\$3,000	\$ 3,000
Drinking Fountains	2	EA	\$5,000	\$ 10,000
Trash Receptacles	12	EA	\$250	\$ 3,000
Park Benches	12	EA	\$400	\$ 2,977
Bleachers	8	EA	\$800	\$ 6,400
Player Benches	8	EA	\$350	\$ 2,800
<b>Subtotal Site Items/Amenities</b>				<b>\$411,377</b>
<b>SUBTOTAL (BASE BID)</b>				<b>\$6,002,672</b>
<b>Contingency 5%</b>				<b>\$300,134</b>
<b>TOTAL BASE BID</b>				<b>\$6,302,806</b>
ALTERNATE 1 - (2) Fields Synthetic Turf				
Rectangular Field Synthetic Surfacing, Pad & Infill	26,000	SY		\$ -
				Found a new grant opportunity but will take us to a new product with an organic fill. 50% funding is available with a 50% match. Will need new pricing.
Field Border Curb, 6'x18"	3,802	LF	\$34	\$ 129,300
Subbase, 6" 2A w/CL4 Geo	26,000	SY	\$5	\$ 130,000
Field Drainage Allowance	2	EA	\$100,000	\$ 200,000
Professional Fees	1	LS	\$15,000	\$ 15,000
<b>SUBTOTAL (ALTERNATE 1)</b>				<b>\$474,300</b>
<b>Contingency 5%</b>				<b>\$23,715</b>
<b>TOTAL ALTERNATE 1</b>				<b>\$498,015</b>
				NOTE: All-Season Pavilion/Concession Stand/Restroom Building is being split into a restroom building (Phase I) and the future All-Season Pavilion/Concession Stand. Staff await updated costs estimates for this project, as Alternate 2, which will be added to th budget. The utility work is priced to run to this building; we're just awaiting construction costs.



# Centre County Metropolitan Planning Organization (CCMPO) Technical Committee Meeting

Wednesday, July 15, 2020

9:30 a.m.

***VIRTUAL MEETING VIA ZOOM***  
***PLEASE CONTACT [MLAIRD@CRCOG.NET](mailto:mlaird@crcog.net) FOR LINK***

Because this meeting is being held virtually, written public comment or requests to speak to the Technical Committee regarding items that are on the agenda, or items that are not on the agenda, may be submitted in advance by emailing Marcella Laird at [mlaird@crcog.net](mailto:mlaird@crcog.net).

## **AGENDA**

1. **Call to Order**
2. **Approval of Minutes:** *June 10, 2020 Technical Committee meeting.*
3. **Public Comments:** *For items not on the agenda.*
4. **[Long Range Transportation Plan \(LRTP\) 2050:](#)**  
Receive Goals and Objectives  
Review Draft Policy Elements, Project Lists, and Short-Term Action Plan  
*Action: Provide comments to MPO staff and Coordinating Committee about  
Draft Policy Elements, Project Lists and Short-Term Action Plan*
5. **Member Reports:**  
Reports from members about a significant item(s) of interest  
*No action required*
6. **[Announcements](#)**
7. **Adjourn**

*Next Technical Committee meeting:  
**September 9, 2020**  
9:30 a.m.  
Anticipated virtual meeting via Zoom*





## ITEM 4

### CENTRE COUNTY LONG RANGE TRANSPORTATION PLAN (LRTP) 2050

#### Receive Goals and Objectives Review Draft Policy Elements, Project Lists, and Short-Term Action Plan

The new LRTP 2050 is still evolving, and elements of the Plan will continue to be modified prior to the adoption date in September 2020. The new Plan reflects an increased emphasis on performance-based planning at the federal, state, and local level, including the implementation of various federal performance measures and asset management practices at the state level.

Because data collection and reporting about Pennsylvania's progress in meeting federal performance measure targets is still in its infancy, staff does not anticipate complete guidance regarding these elements to be received prior to September 2020. Thus, the LRTP 2050 will be a transitional plan that recognizes some priority projects from the current Plan, while beginning to address the performance-based planning process of the future. The transitional nature of the LRTP 2050 will be particularly evident relative to proposed highway and transit projects. For example, major adjustments to the highway project list will be needed in the next few years to address asset management and performance measure requirements.

The Gannett Fleming/Whitman Requardt and Associates consultant team has provided support in developing this transitional plan and continues to assist in the preparation of the plan documents. MPO staff and consultant team have been focusing on several tasks:

- Updating the Goals and Objectives section to be more specific relative to performance-based planning.
- Expanding the Existing Conditions section to include performance measures and resiliency (focuses on weather hazard planning).
- Preparing Policy sections.
- Shifting funds on the project lists to asset management improvements that meet federal safety, bridge, pavement and travel time reliability performance measures.
- Developing an Action Plan to create a path forward for the next update of the LRTP, which is anticipated to occur in the next two years.

The fiscally constrained project lists for the new LRTP do not include certain priority projects that are on the current LRTP. For these projects, the estimated costs exceed available funding levels and the projects may not contribute to meeting performance measures. Also, because the impact of addressing performance measures is still unknown, MPO staff has opted for greater emphasis on the use of line items for projects that focus on roadway and bridge asset management, safety, and travel time reliability.

Staff will review the following attachments and is seeking feedback from the Technical Committee that will be shared with the Coordinating Committee at its August 4, 2020 meeting.

- Attachment 4.1 - Draft LRTP Outline
- Attachment 4.2 - Draft Policy Elements
- Attachments 4.3 through 4.8 - Draft Project Lists for Transit, Bike, Highway, State Bridge, Local Bridge
- Attachment 4.9 - Draft Short-Term Action Plan

*(Continued)*

Please note that the Goals and Objectives (Attachment 4.10) for the new Plan are also attached. The Goals and Objectives reflect the revisions recommended by the LRTP Subcommittee. The Goals and Objectives are provided for the Committee's information but will not be reviewed by staff.

**The Technical Committee should receive the presentation and provide comments about the Draft Plan documents to MPO staff and the Coordinating Committee.**

Presented by: Anne Messner, AICP, CCPCDO (lead)  
Tom Zilla, AICP, CRPA  
Trish Meek, AICP, CRPA  
Greg Kausch, CRPA

Action: Comments to MPO staff and Coordinating Committee.



## ITEM 7

### ANNOUNCEMENTS

1. Future Meeting Dates
  - a. Coordinating Committee: Tuesday, August 4, 2020, 6:00 p.m.  
*Virtual meeting via Zoom platform*
    - ⇒ State College Area Connector
    - ⇒ LRTP 2050
  - b. Technical Committee: Wednesday, September 9, 2020, 9:30 a.m.  
*Anticipated virtual meeting via Zoom platform*
    - ⇒ LRTP 2050
    - ⇒ State College Area Connector
    - ⇒ CY 2021 CCMPO Budget
    - ⇒ Transportation funding outlook
  - c. Coordinating Committee: Tuesday, September 22, 2020, 6:00 p.m.  
*Anticipated virtual meeting via Zoom platform*
    - ⇒ LRTP 2050
    - ⇒ CY 2021 CCMPO Budget
    - ⇒ Transportation funding outlook
2. The CCMPO's *Procedures for Transportation Improvement Program (TIP) Revisions* allow project sponsors (typically PennDOT and CATA) to make administrative modifications that change funding on the TIP without formal approval by the Coordinating Committee. The *Procedures* specify that the administrative modifications be reported to the CCMPO for information purposes. There have been no modifications completed for the 2019-2022 TIP since June.
3. Press releases from PennDOT about road and bridge construction projects in Centre County are posted on the "Project Updates" page of the CCMPO's website and shared on the MPO's Facebook page. MPO staff also typically shares PennDOT's press releases with CCMPO Committee members and emergency response providers for projects in their respective areas of the County.
4. For information about PennDOT's Local Technical Assistance Program (LTAP) training courses, as sponsored by the SEDA-COG MPO, visit <http://seda-cog.org/departments/transportation/local-technical-assistance-program/>
5. For information about the *PennDOT Connects* initiative, visit the *Connects* support hub at <https://connect.psats.org/home>. **Information about technical assistance that is available to municipalities is posted on the *Connects* support hub.**
6. For information about the "Drive Forward" coalition formed by the Chamber of Business and Industry of Centre County (CBICC) with the support of the CCMPO, visit the Drive Forward website at <http://www.driveforwardcc.com/>.

(Continued)

7. CCMPO staff contact information:

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2643 Gateway Drive  
State College, PA 16801

Telephone: 814-231-3050  
Fax: 814-231-3083

Jim May, Director  
Tom Zilla, Principal Transportation Planner  
Trish Meek, Senior Transportation Planner  
Greg Kausch, Senior Transportation Planner  
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Marcella Laird, Office Manager

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Centre County Plng & Community Dev. Office  
420 Holmes Street – Willowbank Office Building  
Bellefonte, PA 16823

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Ray Stolinas, Director  
Anne Messner, Senior Transportation Planner

[rjstolinas@centrecountypa.gov](mailto:rjstolinas@centrecountypa.gov)  
[ammessner@centrecountypa.gov](mailto:ammessner@centrecountypa.gov)

On the web at [www.ccmppo.net](http://www.ccmppo.net)

Like and share the CCMPO's Facebook page at <https://www.facebook.com/centrecountyMPO/> for meeting announcements, project updates, PennDOT's Local Technical Assistance Program (LTAP) announcements, District 2-0 press releases, and relevant items from PennDOT's Facebook page.

Spring Creek Watershed Commission

July 15, 2020

Via Zoom

<https://us02web.zoom.us/j/85132550368>

7:00 PM

- 1) **Call to Order:** Joanne Tosti-Vasey, Chair will call the meeting to order
- 2) **Introduce members:** – Establish which municipalities are present and who the new/returning representatives/alternates are for each municipality. Circulate membership list for confirmation and any needed updates.
- 3) **Approval of minutes,** Approve May minutes (see attached).
- 5) **Citizen Comments:** The public is invited to address the Commission on items not on the agenda. (5 minutes per commentary). Electronic copy of comments should be submitted to SCWC & will be added to meeting minutes.
- 5) **Educational Topic:** Tim Gould, Public Programs Manager, The Arboretum at Penn State  
*Next topic – Chris Hurley to remind us of the confirmed speaker*
- 6) **Old Business:**
  - a. **Status - “One Water Report”**
  - b. **Atlas Project** – Photo Contest results and date of next meeting, Bob Carline
- 7) **New Business:**

Climate Action Plans as they relate to the watershed – Bellefonte and State College – Janet Engeman and Joanne Tosti-Vasey
- 10) **Financial Report:** April-June – Prasenjit Mitra, Jon Eaton, Bill Sharp

(LAST REPORT)

April 2020

Project Fund:	Debit:	\$00.00	Credit:	\$00.00	Balance:	\$2,150.63
General Fund:	Debit:	\$1,184.74	Credit:	\$1,366.00	Balance:	\$18,600.24

May 2020

Project Fund:	Debit:	\$00.00	Credit:	\$00.00	Balance:	\$2,150.63
General Fund:	Debit:	\$37.26	Credit:	\$ 96.71	Balance:	\$18,659.69

June 2020

Project Fund:	Debit:	\$00.00	Credit:	\$00.00	Balance:	\$2,150.63
General Fund:	Debit:	\$2264.74	Credit:	\$ 00.00	Balance:	\$16,394.95

Exec Committee agreed to pay for a monthly zoom account until we can go back to face-to-face meetings.

- 11) **Once Around the Watershed:** Members are asked to share relevant water related news from their municipality.

**Meetings for 2020:**

The July 20 Spring Creek Watershed Commission Meeting will be sponsored by Centre County Government and air on Channel 7. The CNET recording will be made available after the meeting and will be posted to <https://cnet1.org> and linked from <https://www.springcreekwatershedcommission.org/>.

The meeting will air on CGTV Channel 7 on Comcast and Windstream:

Wednesday, July 22 - 6:00 p.m.

Saturday, July 25 - noon

Monday, July 27 - 5:00 a.m.

Tuesday, July 28 - 12:00 a.m.



## **Manager's Report July 20, 2020**

1. The Manager attended a closing on the acquisition of an agricultural conservation easement on the McWilliams Farm located on PA Route 45 (Shingletown Road). The Township's share of the easement was \$15,000, for a total of 100 acres preserved. The Township commits \$150 per acre to supplement state and county funds to acquire agricultural conservation easements.
2. The Township successfully completed its annual filing of the Comprehensive Annual Financial Report (CAFR) and the annual operating budget to the Electronic Municipal Market Access database provided by the MSRB. This filing is a requirement of the General Obligation Bond issuance for the construction of the Public Works Maintenance Facility.
3. Staff met with representative of the PA Department of Conservation and Natural Resources (DCNR) and the federal Land and Water Conservation Fund (LWCF) to discuss the proposed Phase I development of Suburban Park. The grant application submitted to DCNR to partially fund the project will be submitted to LWCF for consideration of funding. The park received funding through this program for an earlier phase of acquisition and development.
4. The Township hosted the first virtual Coffee and Conversation on Friday, July 10<sup>th</sup>. Staff was joined by State Representatives Benninghoff and Irvin, as well as Matt Long from Senator Corman's office and Congressman Fred Keller. The primary topic of discussion was local, state, and federal response efforts to the COVID-19 pandemic.
5. Township and county planning and conservation district staff met to discuss their development of a Countywide Action Plan (CAP) to reduce nitrogen and phosphorus discharge to the watershed. The county is Tier 2 county under the PA Department of Environmental Protection/Chesapeake Bay Phase 3 Watershed Implementation Plan. The main focus of the discussion was how the two CAP can integrate with the Township's efforts to comply with MS4 permit requirements and maintain stormwater management infrastructure.
6. A draft of the Ferguson Township Business Needs Survey has been prepared and the intention is to distribute the survey next week. The survey was designed to identify areas of opportunity for improved local assistance to the Township's business community as the economic impact of the COVID-19 pandemic continues to be realized.



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# TOWNSHIP OF FERGUSON

3147 Research Drive • State College, Pennsylvania 16801

Telephone: 814-238-4651 • Fax: 814-238-3454

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## **Public Works Director's Report to the Board of Supervisors for the regular meeting on July 20, 2020**

- 1. Public Works Road Crew Activities** – Planned activities for the two-week period starting June 13<sup>th</sup> include paving sections of the grit path in Tudek Park, inlet repairs, landscape and mowing work, street sweeping, as well as the typical vehicle and equipment maintenance. Certain sections of the grit path in gently sloping areas near the butterfly garden may not be paved at this time due to limited access and conflict with trees and equipment typically used for the paving operation. Should we desire to pave these areas, the crew can reschedule the work when time permits using smaller equipment. The foreman reviewed this work with the arborist.
- 2. Arborist and Tree Commission Activities-** The next Tree Commission meeting is scheduled for August 17<sup>th</sup> at 5:30 via Zoom. Discussion topics include review of the draft Tree Preservation Ordinance and Heritage Trees and the tree planting list for site plan buffer yards. Pruning street trees for sidewalk clearance in Good Hope Farms and Lexington Place.
- 3. Public Works Fleet** - The mechanics continue to work staggered shifts and observe COVID-19 safe work practices.
- 4. Public Works Buildings** - The General Contractor for the administration building renovations completed punch list items. The Plumbing Contractor needs to return to repair the drinking water fountain. The Electric Contractor needs to install power for the magnetic lock for the new door between the lobby and the break room hallway. Site work, steel erection, and concrete work continue for the new public works facility in accordance with an updated COVID-19 work safety plan. Additional work planned for the next two weeks includes utility pipe installation by the Electric Contractor and Plumbing Contractor. Insulated metal panels are stored on site. The GasBoy fuel system has been ordered. The Westmatic vehicle wash equipment is being ordered. Coordination meetings with the design team, construction manager, and prime contractors continue every 2 weeks. Contractors are holding their own schedule coordination meetings. The current estimated substantial completion date remains November 4, 2020. The project is on schedule and project costs remain within the approved budget. Change orders are being managed in cooperation with our Construction Manager.
- 5. Public Works Engineering and GIS-** Engineering and GIS section personnel are working a combination of field work and office/remote work. Work includes managing 2020 capital construction projects and professional engineering service contracts, inspections of MS4 structures and BMPs, traffic signal improvement designs, land development plan reviews, development of maps to support various needs, and other engineering related activities.

6. **Stormwater Fee Study Phase 2** –A public education and outreach event was held remotely on June 24<sup>th</sup> from 6pm to 9pm. The event included a presentation for about one hour followed by the reading of questions submitted in advance and live with a panel of consultants and staff providing answers. The event was televised live on CNET. Residents interested in the presentation can find in archived on CNET. The Township web site contains current information on this topic. [The final meeting of the Stormwater Advisory Committee scheduled for July 15<sup>th</sup> is postponed to July 29<sup>th</sup> at noon via ZOOM to allow staff to make corrections to impervious coverage assignments on certain parcels to allow for a more accurate determination of the proposed rate structure prepared by the consultant. After the SAC meeting, the consultant will then schedule time to present the final report of the study to the Board of Supervisors at a future public meeting.](#)
7. **Contract 2016-C11 Traffic Signal Performance Metrics** - Jacobs Engineering continues to work with private communication providers to partner with the Township in providing a communications network to our traffic signals instead of the Township building and maintaining our own network. Design of this project is anticipated through the summer, fall, and winter with a bid early next year for construction in 2021.
8. **Contract 2018-C20 Park Hills Drainageway** – NTM Engineering is reviewing their schedule to continue design and permitting work for this project. Design and permitting activities are anticipated through 2021 with construction to follow. The BOS will consider funding related to utility relocation and easement acquisition during the budget review process. Three grant applications have been submitted to NFWF to help offset some of the costs.
9. **Contract 2018-C26 Traffic Signal Phasing Changes (FYA)** – This project was awarded to M&B Construction and implements the flashing yellow arrow signals at three intersections (Science Park Road at Pine Hall Road, Science Park Road at Old Gatesburg Road, and Blue Course Drive at Martin Street) and changes the signal timing plans at three signals on Science Park Road. [Public outreach is planned in advance of the installation of the flashing yellow arrow. Construction should start and be completed this summer.](#)
10. **Contract 2019-C20 Science Park and Sandy Drive Signal Study** – The signal warrant study has been reviewed by PennDOT and comments are being addressed by Stahl Sheaffer Engineering. SEE to modify the report and resubmit for approval. A peak hour warrant is met based upon traffic volume projections. [A follow up study may be required by PennDOT after the signal is constructed to justify the installation based upon actual volumes.](#)
11. **Contract 2019-C21 Pine Grove Mills Street Light Conversion:** Funding is provided in the 2020 budget to provide power cutoffs (metered pedestals) to the ornamental street lights to allow maintenance work, removal from the WPP tariff, and conversion of the high pressure sodium bulbs to LED. Preliminary design work with Barton Associates is underway. [A number of options are under consideration by staff. We may be able to reduce the number of connections to the power grid and lessen the number of pedestal style meters but this increases the amount of underground wire and conduit. We can consider replacing the light fixtures entirely with new LED fixtures or keeping the existing fixture and just replace the HPS bulb with a corn cob style LED bulb and remove the ballast, we could discuss with WPP the option to enter into a new maintenance agreement whereby they do all the maintenance \(since](#)



we cannot work on the lights “hot” and there are no cutoffs) and pay a new tariff rate based on LED bulbs. Staff will continue to review the pros and cons of each option and consider the costs of the various options.

- 12. Contract 2020-C1 Street Improvement Project (portions of Blue Course Drive and Saratoga Drive)** Improvements to sections of these two roads include inlet repairs, curb repairs, asphalt repairs and an asphalt overlay. Work on this project was awarded to New Enterprise. [Work is substantially complete.](#)
- 13. Contract 2020-C2 Street Improvement Project (Dry Hollow Road, Deibler Road, portion of Whitehall Road)** – Work includes base repair, asphalt milling, and paving a new asphalt wearing course on Whitehall Road from Timothy Lane to the County line. Some sections of guiderail will be replaced. Work on this project was awarded to New Enterprise. [Line painting will be completed later in the year by separate contract. Guide rail is complete, work is substantially complete.](#)
- 14. Contract 2020-C6 Curb and Ramp upgrades:** This is an annual contract to update and replace curb ramps on sidewalks to meet ADA requirements on roads that receive microsurfacing. [Work is complete. FTPW placed topsoil backup and seed.](#)
- 15. Contract 2020-C9 Microsurfacing:** Microsurfacing is a pavement preservation technique and a contract is let annually. The work was awarded to Asphalt Paving Systems. [Work is planned to start on July 27<sup>th</sup> in Ferguson Township.](#)
- 16. Contract 2020-C18 Science Park and Sandy Drive Signal Design** – Provided the final study is approved by PennDOT, the Township will design of the traffic signal in-house during the summer and fall of 2020 for bidding in the winter and construction in 2021.
- 17. Contract 2020-C19 Radar Detection Upgrades** – This project upgrades the signal detection to digital radar at six intersections along Blue Course Drive and Science Park Road and has grant money from PennDOT from both the Green Light Go and Automated Red Light Enforcement grant programs. Signal permit plans are in final design in-house for PennDOT approval. A contract for materials has been awarded by the BOS and purchase orders are being issued for materials as needed. Construction is by in-house forces and is to be completed by 2021.
- 18. Contract 2020-C20 Pine Grove Mills Mobility Study** – A contract for this study has been awarded to McCormick Taylor, but a notice to proceed has not been issued due to the coronavirus pandemic which has affected traffic volumes. Staff and consultant are monitoring traffic volumes and activities to determine an appropriate time to begin the project. This project could be significantly delayed.
- 19. Contract 2020-C21 Pine Grove Road & Water Street/Nixon Road Signal Warrant Study** – A contract for this study has been awarded to McCormick Taylor, but a notice to proceed has not been issued due to coronavirus pandemic which has affected traffic volumes. It is anticipated that this study will be completed in coordination with the Pine Grove Mills Mobility Study.



20. **Contract 2020-C23 CBPRP Implementation Design** – Review approved PRP and start discussion regarding potential projects to meet permit requirements.



# TOWNSHIP OF FERGUSON

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## PLANNING & ZONING DIRECTOR'S REPORT

Monday, July 20, 2020

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### PLANNING COMMISSION

The Planning Commission will be meeting Monday, July 27, 2020 to review the Workforce Housing Ordinance.

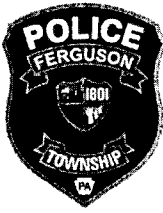
### LAND DEVELOPMENT PLANS AND OTHER PROJECTS

1. Active Plans are listed below for the Board of Supervisors (6/30/20).
  - o Harner Farm Subdivision (24-004-067 and replot 24-004-067C)
  - o Orchard View Subdivision (24-004-,067)
  - o Whitehall Road Sheetz Land Development Plan (24-004-067)
  - o Thistlewood Lot 19 (24-746-007)
2. PZ Director attended mediation for the Pine Hall development.
3. PZ Director drafted the Workforce Housing Amendment and reviewed with Township Solicitor and the Manager.
4. Community Planner reviewed and edited comments on the Chicken and Duck Ordinance.
5. PZ Staff reviewed alterations submitted by PennTerra Engineering for the Cottages.
6. PZ Staff researched a lot that has been recently purchased by a resident and reviewed deed discrepancies. Staff will be working with the Township Solicitor on solutions.
7. Community Planner completed research on demographics of the Township that will provide insight to the Workforce Housing Amendment.
8. Zoning Administrator reached out to business within the Township that had requested relief for COVID-19 operations and had the businesses fill out applications for the uses requested.

### UPCOMING ZONING HEARING BOARD MEETINGS

The Zoning Hearing Board will be meeting July 28th and review one Request for Variance.

1. Dan Baxter—1278 Longfellow Lane (24-432-108-0000) that is zoned Suburban Single Family Residential (R1-B). The applicant is requesting a variance from §27-209.I.1. to place a swimming pool 15 feet into the required 200-foot AG buffer.



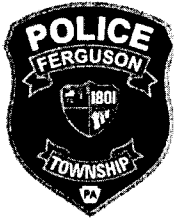
FERGUSON TOWNSHIP POLICE DEPARTMENT

June 2020 Calls for Service

Part I Crimes Summary	Previous Month June 2019	Current Month June 2020	Previous YTD June 2019	Current YTD June 2020
Homicide	0	0	0	0
Rape	1	1	3	6
Robbery	0	0	0	0
Assault	2	1	29	17
Burglary	1	0	28	0
Theft	5	8	28	22
Auto Theft	0	1	0	3
Arson	0	0	0	0
<b>Total</b>	<b>9</b>	<b>11</b>	<b>88</b>	<b>48</b>

Part II Crimes Summary	Previous Month June 2019	Current Month June 2020	Previous YTD June 2019	Current YTD June 2020
Forgery	1	0	3	2
Fraud	4	8	37	27
Embezzlement	0	0	0	0
Receiving Stolen Property	0	0	1	0
Criminal Mischief	2	8	21	18
Weapons Violation	0	0	1	0
Prostitution and Commercialized Vice	0	0	0	0
Sex Offense	0	0	4	5
Drug Violation	2	2	11	6
Offenses Against Family	0	0	0	2
DUI	2	1	15	12
Liquor Laws (minors law, furnishing, false ID)	0	0	5	2
Public Intoxication	1	2	15	4
Disorderly Conduct	13	15	89	116
Vagrancy	0	0	0	0
All Other Criminal	0	2	15	14
<b>Total</b>	<b>25</b>	<b>38</b>	<b>217</b>	<b>208</b>

Total Crimes	Previous Month June 2019	Current Month June 2020	Previous YTD June 2019	Current YTD June 2020
Part I Crimes	9	11	88	48
Part II Crimes	25	38	217	208
<b>Total</b>	<b>34</b>	<b>49</b>	<b>305</b>	<b>256</b>



FERGUSON TOWNSHIP POLICE DEPARTMENT

June 2020 Calls for Service

Other Calls for Service	Previous Month June 2019	Current Month June 2020	Previous YTD June 2019	Current YTD June 2020
Vehicle Code - Crashes	24	9	146	62
Vehicle Code - Other Traffic Incidents	31	30	291	187
Health and Safety – EMS Assist	51	46	344	293
Health and Safety – Fire Assist	8	7	48	33
Other Health and Safety Incidents	18	21	103	94
Alarms	21	6	102	94
Suspicious Activity	37	43	145	192
Unsecure Property	1	1	4	7
Found Property	9	9	27	17
Lost Property	1	5	19	21
Community Relations/ Crime Prevention	5	3	36	17
Car Seat Check	1	1	7	8
School Check	9	0	143	60
Township Ordinances	7	7	54	48
Request for Assistance – Attempt to locate	2	1	17	11
Request for Assistance – Can-Help	0	0	4	0
Request for Assistance – Civil Matter	5	6	50	55
Request for Assistance - Other	54	55	286	315
Missing Persons/ Runaways	0	0	11	1
Animal Complaints	22	25	91	91
Department Information	1	5	19	22
Assist Other Agencies	12	6	101	72
<b>Total</b>	<b>319</b>	<b>286</b>	<b>2048</b>	<b>1700</b>

Total Calls for Service	Previous Month June 2019	Current Month June 2020	Previous YTD June 2019	Current YTD June 2020
Part I Crimes	9	11	88	48
Part II Crimes	25	38	217	208
Other Calls for Service	319	286	2048	1700
<b>Total</b>	<b>353</b>	<b>335</b>	<b>2353</b>	<b>1956</b>



FERGUSON TOWNSHIP POLICE DEPARTMENT

June 2020

	2019	2020	Previous YTD	Current YTD	Notes:
Traffic Citations	30	20	345	159	
Parking Tickets	57	1	679	243	
Traffic Stops	173	136	942	746	
Criminal Arrests	11	8	89	46	
Supplements	148	117	1037	836	
Hearings	12	22	102	67	
Med Return	18.79	30.19	191.72	110.01	

Note:

- Traffic Stops may not include pre scheduled selective enforcement details where two or more police vehicles are assigned for specific enforcement purposes (such as Aggressive Driving Grant details).
- Criminal Arrests are the number of people arrested, not the number of charges, counts or cases cleared. These include arrests made at the time of the incident as well as those filed after an extended investigation.

**Department Notes:**

- A 49-year-old State College man was charged with Theft from a Motor Vehicle, Criminal Mischief and Public Drunkenness. The man damaged two vehicles, damaged a vehicle ignition and stole items from a vehicle.
- A 20-year-old man was charged with Aggravated Cruelty to Animals, Cruelty to Animals and Neglect of Animal. The man threw a cat against the wall dislocating one leg and fracturing a second leg. A leg had to be amputated.
- Officers responded to a restaurant for a woman choking. Upon arrival, officers took over care for the woman. The woman went unconscious and

stopped breathing. Officers administered CPR and revived the woman. She survived the event.

- The department was first accredited by the Pennsylvania Law Enforcement Accreditation Commission in 2017. In May 2020, we were reviewed for re-accreditation. Assessors review our facility, vehicles, equipment, training, policies, training on the policies and adherence to those policies. The assessors have recommended us for re-accreditation. Formal acceptance will be conveyed at a meeting to be announced.

The Pennsylvania program currently has 140 professional standards that must be met in order to become or maintain status as an accredited police department. To meet these standards, a department must first have policy in place that addresses all 140 standards and 100 sub-sections of these standards. After these policies are in place, the department must then prove it complies with and follows its policies. This is achieved through proofs of compliance such as police reports, photos, videos, observation and interviews, to name a few. These proofs of compliance must cover the previous 12-month period. When the department has built the required files and feels it is in compliance with all standards, it requests an assessment of the department. The assessment is done by three law enforcement professionals from across the state. The assessment team then provides a written report to the Pennsylvania Law Enforcement Accreditation Commission that will, with a positive report, award accreditation to the police department.

In Pennsylvania, there are roughly 1,200 police departments. Only 120 of those departments are accredited.

## **Investigations**

- Unknown actor(s) discharged a shotgun into a parked car in the Overlook Heights Development. Detectives are following several leads.
- Detectives are investigating a sexual assault that occurred in 2016.
- Detectives investigated a child abuse allegation. The allegation was unfounded.
- A 1989 Chevrolet truck was stolen from Plainfield Rd. The truck was recovered in the Boalsburg area. Charges are pending against a juvenile.
- Detectives are investigating a suicide involving a 31-year-old woman.
- Detectives are investigating a residential theft / burglary of tools valued at approximately \$3,000.
- Detectives are investigating fraud involving a local business. Unknown actor(s) intercepted a wire transfer from the business to a vendor. The value exceeded \$29,000. The case is active.

## **Community Relations**

- Numerous officers participated in the Ferguson Township Elementary School community parade.
- Officers assisted with a parade at Nittany Christian School.





# USE OF FORCE SUMMARY REPORT

Reported 6/1/2020 12:00:01AM to 6/30/2020 11:59:59PM

7/10/2020

<b>4-FHC</b>	UOF - Handcuffing	<b>3</b>
<b>4-FOH</b>	UOF - Open hand/hands on	<b>1</b>
<b>4-UOF</b>	UOF - Use of force	<b>3</b>

# FTPD USE OF FORCE DETAILS REPORT

For incidents Reported 6/1/2020 12:00:01AM to 6/30/2020 11:59:59PM

7/9/2020

20FT02566	6/21/2020	3:03:13AM	OPN	4-FHC	UOF - Handcuffing
SUSPECT	135933	W M	43	4-FOH	UOF - Open hand/hands on DUF / DRUGS
20FT02579	6/22/2020	12:32:29AM	OPN	4-FHC	UOF - Handcuffing
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		Drugs / Bench Warrant
SUSPECT	282349	W F	46		
20FT02708	6/30/2020	10:40:42AM	CLO	4-FHC	UOF - Handcuffing
OTHER	715030	W M	23		Assist PTPD w / trespass Arrest



# USE OF FORCE SUMMARY REPORT

Reported 1/1/2020 12:00:01AM to 5/31/2020 11:59:59PM

7/10/2020

<b>4-FDG</b>	UOF - Display firearm	<b>2</b>
<b>4-FHC</b>	UOF - Handcuffing	<b>32</b>
<b>4-FOH</b>	UOF - Open hand/hands on	<b>21</b>
<b>4-FOI</b>	UOF - Officer injury	<b>2</b>
<b>4-FOR</b>	UOF - Other rest - belt / leg	<b>4</b>
<b>4-FSI</b>	UOF - Suspect injury	<b>1</b>
<b>4-FTD</b>	UOF - Taser display	<b>2</b>
<b>4-UOF</b>	UOF - Use of force	<b>34</b>

# FTPD USE OF FORCE DETAILS REPORT

For incidents Reported 1/1/2020 12:00:01AM to 5/31/2020 11:59:59PM

7/10/2020

20FT00171	1/12/2020	3:49:26PM	ARA	4-FHC 4-FOH 4-FOI 4-FOR 4-FTD	UOF - Handcuffing UOF - Open hand/hands on UOF - Officer injury UOF - Other rest - belt / leg UOF - Taser display
DEFENDANT 20FTA0028	W	M	28		
CC2709(a)(1) CC2701(a)(1) CC3307(a)(3) CC2702(a)(3) HF					302 WARRANT
20FT00182	1/13/2020	9:29:20AM	ARA	4-FHC 4-FOR	UOF - Handcuffing UOF - Other rest - belt / leg
DEFENDANT 20FTA0005	W	M	34		
CC2718(a)(2) HF CC2701(a)(1)					
20FT00308	1/18/2020	5:08:05AM	ARA	4-FHC	UOF - Handcuffing
DEFENDANT 20FTA0020	A	F	31		
VC3802(c) VC3802(a)(1) damage					
20FT00414	1/24/2020	9:28:22PM	CLO	4-FHC	UOF - Handcuffing
OTHER 691469	B	M	24		DOMESTIC VIOLENCE WARRANT
20FT00536	1/31/2020	5:28:44AM	CLO	4-FHC 4-FOH 4-FOR	UOF - Handcuffing UOF - Open hand/hands on UOF - Other rest - belt / leg
ASSIST FTPD w/ violent burglary suspect					
20FT00688	2/8/2020	10:03:34PM	CLO	4-FHC	UOF - Handcuffing
SUSPECT 541484	W	M	29		
20FT00693	2/9/2020	2:22:33AM	ARA	4-FHC	UOF - Handcuffing
DEFENDANT 20FTA0033	W	M	28		
VC3802(c) VC3714 VC3802(a)(1) gen imp					
20FT00705	2/10/2020	12:40:19AM	CLO	4-FOH	UOF - Open hand/hands on
SUSPECT/A 481202	W	M	33		
20FT00831	2/17/2020	3:16:43PM	ARA	4-FHC 4-FOH	UOF - Handcuffing UOF - Open hand/hands on
DEFENDANT 20FTA0032	W	M	39		
CC3929(a)(3)					
20FT00863	2/18/2020	9:45:30PM	ARA	4-FHC	UOF - Handcuffing
DEFENDANT 20FTA0018	W	M	47		
23PACS 6114(a)					
20FT00969	2/24/2020	3:49:55PM	CLO	4-FHC	UOF - Handcuffing
SUSPECT 809534	W	M	28		
20FT01037	2/28/2020	9:30:38PM	CLO	4-FHC	UOF - Handcuffing
OTHER 305895	W	M	83		
20FT01054	2/29/2020	1:21:55AM	ARA	4-FHC	UOF - Handcuffing
DEFENDANT 20FTA0052	B	M	23		
VC3802(c) VC3802(a)(1) gen imp					STRIKING STAFF EMS & Police / handcuffed from
20FT01055	2/29/2020	2:04:15AM	ARA	4-FHC 4-FOH	UOF - Handcuffing UOF - Open hand/hands on

DEFENDANT	20FTA0053	W	M	29			
	35PS 780-113(a)(32) 35PS 780-113(a)(31) MJ CC4910(1) VC3308 VC3802(a)(1) refusal						
20FT01086		3/1/2020	1:31:29AM		ARA	4-FHC	UOF - Handcuffing
DEFENDANT	20FTA0041	W	M	23			
	VC3802(b) VC3802(a)(1) gen imp						
20FT01099		3/1/2020	8:23:00PM		ARA	4-FHC	UOF - Handcuffing
DEFENDANT	20FTA0026	W	F	36			
	CC2903(a) CC2902(a)(1) CC2705 CC2706(a)(1) CC2701(a)(1) CC2701(a)(3) SA CC2709(a)(1)						
20FT01103		3/2/2020	2:04:56AM		ARA	4-FHC	UOF - Handcuffing
DEFENDANT	20FTA0050	W	M	25			
	VC3802(a)(1) damage						
20FT01152		3/4/2020	6:01:40PM		OPN	4-FHC	UOF - Handcuffing
SUSPECT	186977	W	M	40			
20FT01180		3/6/2020	2:48:22AM		ARA	4-FHC 4-FOH	UOF - Handcuffing UOF - Open hand/hands on
DEFENDANT	20FTA0047	W	F	41			
	VC3802(c) VC4302 CC3928(a) AOTH VC3802(a)(1) gen imp						
20FT01192		3/7/2020	12:26:47AM		ARA	4-FHC 4-FOH	UOF - Handcuffing UOF - Open hand/hands on
DEFENDANT	20FTA0048	W	M	31			
	VC3802(c) VC3362 VC1543 VC3802(a)(1) gen imp						
20FT01210		3/8/2020	8:26:52PM		OPN	4-FHC 4-FOH	UOF - Handcuffing UOF - Open hand/hands on
OTHER	549393	A	M	38			<i>PUI / Child Abuse</i>
20FT01235		3/9/2020	8:54:48PM		ARA	4-FHC 4-FOH	UOF - Handcuffing UOF - Open hand/hands on
DEFENDANT	20FTA0031	W	M	46			
	VC3802(a)(1) gen imp CC4304(a)(1)						
20FT01318		3/15/2020	10:44:47AM		ARA	4-FHC 4-FOH	UOF - Handcuffing UOF - Open hand/hands on
DEFENDANT	20FTA0029	W	M	45			
	CC2706(a)(1)						
20FT01323		3/15/2020	6:23:26PM		CLO	4-FHC 4-FOH	UOF - Handcuffing UOF - Open hand/hands on
SUSPECT	288967	W	F	48			
20FT01324		3/15/2020	6:23:52PM		CLO	4-FDG 4-FHC 4-FOH	UOF - Display firearm UOF - Handcuffing UOF - Open hand/hands on
OTHER	810850	W	M	19			<i>Assist PTPD w/stop of stolen vehicle</i>
20FT01351		3/17/2020	5:00:27PM		ARA	4-FHC 4-FOH	UOF - Handcuffing UOF - Open hand/hands on

DEFENDANT	20FTA0039	W	M	36					
	VC3743								
	VC3802(c)								
	VC3802(a)(1) gen imp								
20FT01450		3/28/2020	3:04:02PM	CLO	4-FHC	UOF - Handcuffing			
OTHER	590533	W	F	59	4-FOH	UOF - Open hand/hands on			
									302 WARRANT SERVED
20FT01572		4/7/2020	12:54:35PM	ARA	4-FHC	UOF - Handcuffing			
					4-FOH	UOF - Open hand/hands on			
					4-FOI	UOF - Officer injury			
					4-FOR	UOF - Other rest - belt / leg			
					4-FSI	UOF - Suspect injury			
					4-FTD	UOF - Taser display			
DEFENDANT	20FTA0042	W	M	35					
	CC3307(a)(3)								
	35PS 780-113(a)(16) MJ								
	CC5503(a)(1) FI								
	CC2701(a)(1)								
	CC5104								
	CC2702(a)(3) HF								
20FT01611		4/10/2020	1:46:41PM	ECA	4-FDG	UOF - Display firearm			
SUSPECT	574663	W	M	24	4-FOH	UOF - Open hand/hands on			
									MALE brandishing handgun / Determined to be TASI
20FT01787		4/29/2020	1:38:03AM	ARA	4-FHC	UOF - Handcuffing			
					4-FOH	UOF - Open hand/hands on			
DEFENDANT	20FTA0049	W	M	49					
	CC3934(a)								
	CC3928(a) AOTH								
	CC3304(a)(1) CM								
	CC5505								
20FT01842		5/4/2020	4:42:31AM	ARA	4-FHC	UOF - Handcuffing			
					4-FOH	UOF - Open hand/hands on			
DEFENDANT	20FTA0036	W	M	31					
	CC2903(a)								
	CC2705								
	CC2701(a)(3) SA								
	CC2902(a)(1)								
	CC2709(a)(1)								
20FT01910		5/9/2020	4:22:55PM	CLO	4-FHC	UOF - Handcuffing			
					4-FOH	UOF - Open hand/hands on			
20FT01960		5/12/2020	8:13:43PM	ARA	4-FHC	UOF - Handcuffing			
					4-FOH	UOF - Open hand/hands on			
DEFENDANT	20FTA0037	B	M	47					
	CC2709(a)(1)								
	CC2701(a)(1)								
20FT02130		5/24/2020	1:33:20AM	ARA	4-FHC	UOF - Handcuffing			
					4-FOH	UOF - Open hand/hands on			
DEFENDANT	20FTA0046	W	M	28					
	CC2709(a)(1)								
	CC2701(a)(1)								

## Record List - Total:331

Contact or caller	Nature	Area	Reported	Incident
<b>911DUP (7)</b>				
PTPD call given by accident to FTPD.	911DUP	PTPD	17:58:57 06/30/20	20FT02715
Patton call accidently assigned to Ferguson	911DUP	PTPD	12:30:49 06/23/20	20FT02607
Dispatched by mistake	911DUP	PTPD	21:51:56 06/14/20	20FT02478
SCPD INCIDENT	911DUP		13:20:19 06/07/20	20FT02342
Dispatch created call by accident	911DUP	FT1A1	09:41:54 06/07/20	20FT02338
Placed on a PSP call by mistake	911DUP	RPSF	19:03:01 06/03/20	20FT02290
Report created by 911	911DUP		19:15:30 06/01/20	20FT02263
<b>911NOVOICE (3)</b>				
911 no voice at community center	911NOVOICE	FT2G1	07:13:43 06/15/20	20FT02482
Automated system malfunction	911NOVOICE	FT2F1	15:29:22 06/04/20	20FT02303
GROCERY STORE, 911 HANG UP	911NOVOICE	FT1B1	10:09:44 06/03/20	20FT02283
<b>ABANDVEHICL (4)</b>				
Abandoned vehicle	ABANDVEHICL	FT2G1	09:37:48 06/22/20	20FT02583
Abandoned vehicle	ABANDVEHICL	FT2H1	15:18:39 06/16/20	20FT02508
ABANDONED VEHICLE AT TOW YARD	ABANDVEHICL	FT2G1	10:05:55 06/10/20	20FT02409
2 ABANDONED VEHICLES AT TOW YARD	ABANDVEHICL	FT2G1	11:48:57 06/06/20	20FT02328
<b>ALARM BURGLAR (4)</b>				
COMMERCIAL ALARM	ALARM BURGLAR	FT2H1	07:19:53 06/24/20	20FT02617
COMMERCIAL BURGLAR ALARM	ALARM BURGLAR	FT1E1	09:52:38 06/13/20	20FT02473
COMMERCIAL BURGLAR ALARM	ALARM BURGLAR	FT2F1	08:31:21 06/13/20	20FT02471
COMMERCIAL BURGLAR ALARM	ALARM BURGLAR	FT1B1	08:31:19 06/03/20	20FT02281
<b>ALARMPANIC (1)</b>				
Residential alarm	ALARMPANIC	FT3J2	22:36:26 06/25/20	20FT02647
<b>ALARMUNKTYPE (1)</b>				
FIRE / BURGLAR ALARM - STORM	ALARMUNKTYPE	FT2G1	09:38:59 06/09/20	20FT02380
<b>ALCOHOL (3)</b>				
31 YOM acting "off" and vomiting	ALCOHOL	FT1A1	17:43:34 06/29/20	20FT02692
65 YOM Intoxicated	ALCOHOL	FT1B3	02:08:18 06/23/20	20FT02599
43 yom - arrested for DUI	ALCOHOL	FT2G1	03:03:13 06/21/20	20FT02566
<b>ANIMAL (25)</b>				
Possible injured dog	ANIMAL	FT1C1	13:09:39 06/30/20	20FT02712
Lost parrot	ANIMAL	FT2H3	10:48:36 06/29/20	20FT02687
Dog at Large	ANIMAL	FT3N1	08:07:21 06/29/20	20FT02684
Caller found a dog on Blue Course	ANIMAL	FT1B1	21:17:08 06/28/20	20FT02679
Report of abandoned dog - owner found near dog	ANIMAL	FT2H1	10:20:11 06/27/20	20FT02664
Animal in distress	ANIMAL	FT2F1	03:41:27 06/25/20	20FT02636
Fawn running through yards	ANIMAL	FT2H1	17:28:35 06/24/20	20FT02632
Bear in area	ANIMAL	FT1E1	06:13:06 06/24/20	20FT02616
Bear seen in area	ANIMAL	FT1D1	20:00:56 06/23/20	20FT02612
Fawn in a basement window well	ANIMAL	FT2H1	12:15:44 06/23/20	20FT02606
Barking Dog	ANIMAL	FT3T1	10:36:54 06/23/20	20FT02602
Injured Dog	ANIMAL	FT3Q1	09:31:57 06/22/20	20FT02584
Dog at large	ANIMAL	FT3J1	16:25:46 06/21/20	20FT02570
Dead skunk in back yard	ANIMAL	FT3J1	08:55:58 06/21/20	20FT02567
raccoon in distress	ANIMAL	FT3J2	10:32:34 06/20/20	20FT02556
Dog at Large	ANIMAL	FT1B1	09:34:22 06/17/20	20FT02520
Bear in farm field	ANIMAL	FT2L1	17:53:31 06/16/20	20FT02511
Cat up a tree	ANIMAL	FT2G1	21:13:40 06/11/20	20FT02445
Dog at large	ANIMAL	FT1C1	11:23:18 06/11/20	20FT02436
Dog at large	ANIMAL	FT1F2	18:21:54 06/10/20	20FT02425
Found dog	ANIMAL	FT1B1	09:49:04 06/10/20	20FT02408
Raccoon walking in circles	ANIMAL	FT3O1	19:14:52 06/08/20	20FT02363
Caller had several chickens killed	ANIMAL	FT3I1	13:02:16 06/07/20	20FT02341
Sick or injured raccoon - GOA	ANIMAL	FT3O1	11:37:22 06/07/20	20FT02339



Bear in the area	ANIMAL	FT1A1	18:50:43 06/01/20	20FT02261
<b>ASSAULT EARLIER (2)</b>				
Three year old child struck	ASSAULT EARLIER	FT2H1	18:20:19 06/30/20	20FT02716
Report of a 2016 Sexual Assault	ASSAULT EARLIER	FT1B1	12:17:27 06/07/20	20FT02340
<b>CHILDCAR SEATCHK (2)</b>				
Child car seat check	CHILDCAR SEATCHK	FT2H1	17:20:44 06/05/20	20FT02324
Car safety seat	CHILDCAR SEATCHK	FT2H1	19:36:46 06/01/20	20FT02265
<b>COMMRELATIONS (2)</b>				
Parade for Ferguson Twp Elem Teachers	COMMRELATIONS	FT3J1	12:34:14 06/04/20	20FT02299
Parade for students at Nittany Christian School	COMMRELATIONS	FT2G1	11:47:28 06/03/20	20FT02284
<b>CRIMMISCHIEF (8)</b>				
car keyed while parked	CRIMMISCHIEF	FT1C1	15:49:52 06/25/20	20FT02643
Someone painted GORD on a culvert and road sign.	CRIMMISCHIEF	FT3J2	21:05:03 06/21/20	20FT02576
Subject shot out window while cleaning rifle	CRIMMISCHIEF	FT1F2	12:12:26 06/12/20	20FT02452
Unknown person slashed tents	CRIMMISCHIEF	FT2F1	08:15:28 06/12/20	20FT02448
Vehicle keyed while hiking Musser Gap	CRIMMISCHIEF	FT3I1	08:51:10 06/11/20	20FT02434
Damage to front screen on door	CRIMMISCHIEF	FT2G1	15:08:09 06/06/20	20FT02331
Flower pots broken	CRIMMISCHIEF	FT2G1	08:53:18 06/05/20	20FT02316
Parked car shot with shotgun	CRIMMISCHIEF	FT1A1	09:53:11 06/04/20	20FT02298
<b>CRUELTY ANIMALS (1)</b>				
Cruelty to Animal	CRUELTY ANIMALS	FT3J1	12:51:26 06/15/20	20FT02488
<b>DEPT INFO (5)</b>				
General questions	DEPT INFO	FT2H2	14:59:47 06/19/20	20FT02549
Dept Info via CCECC threats to police	DEPT INFO	FT2H1	07:30:59 06/17/20	20FT02518
SUBJECT HARASSING STAFF AT TV STATION	DEPT INFO	FT2G1	14:42:29 06/10/20	20FT02417
Threat made to Judge	DEPT INFO	FT3N1	13:15:37 06/09/20	20FT02384
Warning about possible violent protests at the store	DEPT INFO	FT1B1	13:02:18 06/06/20	20FT02329
<b>DISORDERLY COND (15)</b>				
Loud music	DISORDERLY COND	FT1F2	04:39:18 06/27/20	20FT02662
DC Fireworks	DISORDERLY COND	FT1C1	17:21:49 06/26/20	20FT02659
Ongoing fireworks	DISORDERLY COND	FT1C1	11:08:17 06/26/20	20FT02654
Fireworks	DISORDERLY COND	FT1F2	02:26:17 06/25/20	20FT02635
Loud Music-GOA	DISORDERLY COND	FT1B3	20:52:53 06/23/20	20FT02613
Loud Party, GOA	DISORDERLY COND	FT1B3	02:12:20 06/21/20	20FT02565
Loud voices	DISORDERLY COND	FT1C1	22:29:56 06/17/20	20FT02529
Loud music and voices	DISORDERLY COND	FT1F2	00:22:43 06/17/20	20FT02516
loud party	DISORDERLY COND	FT3J2	23:10:06 06/14/20	20FT02480
Loud Music	DISORDERLY COND	FT2G1	17:03:29 06/13/20	20FT02475
Loud music	DISORDERLY COND	FT1B1	00:45:47 06/13/20	20FT02466
Fireworks	DISORDERLY COND	FT2G1	21:58:16 06/12/20	20FT02462
Loud fireworks going off	DISORDERLY COND	FT2G1	21:55:46 06/12/20	20FT02463
Loud music	DISORDERLY COND	FT2G1	20:36:09 06/12/20	20FT02459
Loud party	DISORDERLY COND	FT1A1	00:32:50 06/10/20	20FT02401
<b>DOMESTIC DISPUTE (6)</b>				
Father and daughter verbal argument	DOMESTIC DISPUTE	FT2H1	09:54:42 06/24/20	20FT02619
Possible domestic MHID	DOMESTIC DISPUTE	FT2G1	21:45:38 06/12/20	20FT02460
Verbal domestic	DOMESTIC DISPUTE	FT1B1	19:51:09 06/12/20	20FT02458
Husband & Wife dispute	DOMESTIC DISPUTE	FT1C1	17:48:53 06/12/20	20FT02456
Brother and sister verbally arguing	DOMESTIC DISPUTE	FT2H1	14:28:05 06/08/20	20FT02361
Verbal domestic dispute	DOMESTIC DISPUTE	FT2H1	21:19:41 06/03/20	20FT02292
<b>DRUGLAW (2)</b>				
Located several drug paraphernalia items	DRUGLAW	FT2G1	03:43:22 06/22/20	20FT02580
RFA locate - located male and female with drugs & paraphernalia	DRUGLAW	FT2G1	00:32:29 06/22/20	20FT02579
<b>FRAUD (8)</b>				
Callers debit card was used for an online order	FRAUD	FT1A1	09:52:32 06/26/20	20FT02653
Scam - lost \$2500.00 to fake "Apple Rep"	FRAUD	FT1B1	14:45:08 06/24/20	20FT02626
Intercepted wire transfer for \$29,155.00	FRAUD	FT2E1	15:15:34 06/12/20	20FT02454
Bank account hacked	FRAUD	FT2G1	11:48:36 06/12/20	20FT02451
Caller fell victim to a scam	FRAUD	FT1A1	20:04:54 06/11/20	20FT02444

fraudulent check	FRAUD	FT2H1	12:35:10 06/11/20	20FT02439
Charges on BB&T Visa card	FRAUD	FT2E1	14:01:12 06/05/20	20FT02321
Victim never received payment for phone sold on Craigslist	FRAUD	FT2G1	12:37:23 06/03/20	20FT02285

### **HLTHSFTY (20)**

Caller lost phone connection with PSP	HLTHSFTY	FT3P1	20:10:26 06/30/20	20FT02719
27 YOF MHMR / 302	HLTHSFTY	FT1A1	23:05:45 06/29/20	20FT02699
Subject posted on facebook that she overdosed and died	HLTHSFTY	FT1C1	17:51:52 06/28/20	20FT02677
Caller said CATA bus had call police message on it.	HLTHSFTY	FT2G1	14:58:07 06/27/20	20FT02666
3 hikers lost in Rothrock	HLTHSFTY	FT3I1	21:30:26 06/26/20	20FT02661
Female screaming-GOA	HLTHSFTY	FT1E1	19:21:16 06/25/20	20FT02646
male heard screaming in the area	HLTHSFTY	FT1A1	16:14:11 06/24/20	20FT02628
Female walking in house coat with umbrella	HLTHSFTY	FT2E1	11:12:23 06/23/20	20FT02604
Power Outage	HLTHSFTY	FT1C1	20:05:14 06/21/20	20FT02574
Caller said a male was walking up Blue Course and appeared intoxicated	HLTHSFTY	FT2G1	20:00:17 06/21/20	20FT02573
Caller said she saw a small boy wreck his bike on Bristol Ave	HLTHSFTY	FT2H1	18:48:03 06/21/20	20FT02572
40 YOF walking in the road	HLTHSFTY	FT1B1	17:03:54 06/19/20	20FT02550
Husband left the house intoxicated and MHID	HLTHSFTY	FT2H1	03:31:01 06/19/20	20FT02543
Vehicle with gas leak	HLTHSFTY	FT1B1	11:44:38 06/16/20	20FT02504
29 YOF H/S Mental Health Call	HLTHSFTY	FT1B1	09:05:59 06/15/20	20FT02486
70 YOF hallucinating people in her house	HLTHSFTY	FT2G1	00:47:44 06/11/20	20FT02427
Tree hit by lightning struck a house	HLTHSFTY	FT2G1	16:25:24 06/10/20	20FT02418
Comp. requested a welfare check	HLTHSFTY	FT3T1	16:16:29 06/09/20	20FT02387
Request to check on welfare of child	HLTHSFTY	FT3J1	13:28:20 06/05/20	20FT02320
64 YOM expiration - Unattended death	HLTHSFTY	FT1A1	10:27:57 06/01/20	20FT02254

### **HLTHSFTYEMSASST (46)**

92 yom having trouble breathing.	HLTHSFTYEMSASST	FT2G1	18:38:49 06/30/20	20FT02718
90 YOM fall	HLTHSFTYEMSASST	FT2L1	01:32:29 06/30/20	20FT02702
36 YOF having possible allergic reaction	HLTHSFTYEMSASST	FT2H1	13:29:34 06/29/20	20FT02689
61 yof cardiac arrest	HLTHSFTYEMSASST	FT2H1	07:06:07 06/29/20	20FT02682
92 yof fell and needed help getting up.	HLTHSFTYEMSASST	FT2G1	21:40:42 06/28/20	20FT02680
36 YOF, BLEEDING	HLTHSFTYEMSASST	FT1D1	22:38:01 06/27/20	20FT02669
29 YOM, BIKE CRASH	HLTHSFTYEMSASST	FT3J2	09:19:11 06/27/20	20FT02663
68 YOF, TROUBLE BREATHING	HLTHSFTYEMSASST	FT2H1	03:33:27 06/26/20	20FT02651
60 YOM, COVID19 POSITIVE WITH TROUBLE BREATHING	HLTHSFTYEMSASST	FT1E1	10:59:46 06/23/20	20FT02603
19 YOF, PANIC ATTACK	HLTHSFTYEMSASST	FT2G1	00:24:43 06/23/20	20FT02598
86 yof with back pain	HLTHSFTYEMSASST	FT2M1	20:51:15 06/22/20	20FT02596
57 yof with bleeding nose.	HLTHSFTYEMSASST	FT2G1	17:22:19 06/22/20	20FT02594
75 YOM dizzy	HLTHSFTYEMSASST	FT3T1	11:59:08 06/22/20	20FT02589
28 YOM back pain	HLTHSFTYEMSASST	FT2G1	09:50:58 06/22/20	20FT02585
54 yof shortness of breath	HLTHSFTYEMSASST	FT1B1	18:52:54 06/20/20	20FT02561
FEMALE CHOKING AT RESTAURANT, SHE WAS REVIVED	HLTHSFTYEMSASST	FT1B1	18:16:34 06/20/20	20FT02559
66 yof fell and complained of leg pain	HLTHSFTYEMSASST	FT2H1	18:08:53 06/19/20	20FT02552
84 YOF body pain	HLTHSFTYEMSASST	FT2H1	10:11:46 06/19/20	20FT02546
31 YOF suicide	HLTHSFTYEMSASST	FT3Q1	06:44:13 06/17/20	20FT02517
26 YOF pancreatitis	HLTHSFTYEMSASST	FT1A1	21:48:44 06/16/20	20FT02513
57 yof crashed while riding her bicycle	HLTHSFTYEMSASST	FT2H1	19:04:07 06/16/20	20FT02512
76 yof with low oxygen level	HLTHSFTYEMSASST	FT1E1	14:48:29 06/16/20	20FT02507
34 yom had a seizure	HLTHSFTYEMSASST	FT2I1	14:19:47 06/16/20	20FT02505
68 YOF reaction to medication	HLTHSFTYEMSASST	FT2H1	08:37:43 06/15/20	20FT02485
26 YOF Stomach pain	HLTHSFTYEMSASST	FT1A1	20:28:29 06/14/20	20FT02477
98 YOM expiration	HLTHSFTYEMSASST	FT2M1	16:44:44 06/13/20	20FT02474
72 YOF fall	HLTHSFTYEMSASST	FT1E1	11:50:30 06/12/20	20FT02450
81 YOF fall	HLTHSFTYEMSASST	FT2H1	17:04:56 06/10/20	20FT02421
79 YOM altered mental status	HLTHSFTYEMSASST	FT1E1	10:40:46 06/10/20	20FT02410
19 YOF Rectal bleed	HLTHSFTYEMSASST	FT2G1	00:47:42 06/10/20	20FT02402
73 YOF fall	HLTHSFTYEMSASST	FT1B1	16:23:34 06/09/20	20FT02386

50 YOM rash	HLTHSFTYEMSASST	FT1B1	01:14:00	06/09/20	20FT02369
9 YOF injured leg from a fall	HLTHSFTYEMSASST	FT2G2	22:50:43	06/08/20	20FT02368
5 YOM pulled from swimming pool	HLTHSFTYEMSASST	FT2G1	14:40:46	06/08/20	20FT02362
65YOM sick and dizzy	HLTHSFTYEMSASST	FT1A1	09:16:02	06/08/20	20FT02357
59 YOM headache	HLTHSFTYEMSASST	FT1E1	08:47:24	06/08/20	20FT02356
26 YOM shoulder dislocation	HLTHSFTYEMSASST	FT2G1	03:39:35	06/08/20	20FT02350
77 YOM fall victim	HLTHSFTYEMSASST	FT2H1	15:28:26	06/06/20	20FT02332
88 YOF medical alarm activation	HLTHSFTYEMSASST	FT2G1	14:43:43	06/05/20	20FT02322
71 YOF fell and needed help up	HLTHSFTYEMSASST	FT1B1	11:52:54	06/05/20	20FT02319
59 YOF fell and needed help up	HLTHSFTYEMSASST	FT1B1	13:09:15	06/04/20	20FT02300
84 YOF fall	HLTHSFTYEMSASST	FT1A1	00:59:08	06/04/20	20FT02295
87 YOM with lower back pain	HLTHSFTYEMSASST	FT1C1	19:29:58	06/03/20	20FT02289
84 YOF trouble breathing	HLTHSFTYEMSASST	FT2F1	09:11:03	06/03/20	20FT02282
88 yof with abdominal pain	HLTHSFTYEMSASST	FT2G1	21:41:29	06/02/20	20FT02277
48 YOM weakness	HLTHSFTYEMSASST	FT1C1	10:01:04	06/01/20	20FT02252

**HLTHSFTYFIREAST (6)**

Dispatched for gas smell on bike path.	HLTHSFTYFIREAST	FT1E1	21:00:59	06/28/20	20FT02678
Fire alarm	HLTHSFTYFIREAST	FT1D1	18:56:57	06/13/20	20FT02476
Expired CO alarm activation	HLTHSFTYFIREAST	FT3N1	03:21:29	06/09/20	20FT02370
CO Alarm	HLTHSFTYFIREAST	FT2H1	22:48:31	06/08/20	20FT02367
Fire Alarm	HLTHSFTYFIREAST	FT2M1	21:14:15	06/05/20	20FT02326
smell of gas in apartment	HLTHSFTYFIREAST	FT1B1	22:39:41	06/01/20	20FT02266

**HLTHSFTYPRSNAST (1)**

75 YOF Dizzy	HLTHSFTYPRSNAST	FT2H1	18:30:27	06/20/20	20FT02560
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**ORDVIOL (4)**

Grass clippings being dumped	ORDVIOL	FT1E1	16:41:32	06/09/20	20FT02388
Open Burning	ORDVIOL	FT1A1	09:36:51	06/08/20	20FT02358
Car on a bike path	ORDVIOL	FT1A1	15:26:44	06/01/20	20FT02259
Citation for high grass	ORDVIOL	FT2M1	10:12:22	06/01/20	20FT02253

**OUTAGNCYASST (6)**

Assist PTPD	OUTAGNCYASST	PTPD	10:40:42	06/30/20	20FT02708
Assist Patton Twp PD	OUTAGNCYASST	PTPD	10:17:13	06/30/20	20FT02710
Assist Patton Twp PD	OUTAGNCYASST	PTPD	10:03:26	06/30/20	20FT02707
assisted SCPD with missing female	OUTAGNCYASST	SB2D8	00:27:34	06/30/20	20FT02701
Assist Patton Twp-Death Investigation	OUTAGNCYASST	PTPD	13:02:56	06/17/20	20FT02524
Assist SCPD with warrant	OUTAGNCYASST	FT1C1	08:59:19	06/05/20	20FT02315

**PARKING (3)**

Parking complaint	PARKING	FT3J1	22:44:14	06/30/20	20FT02720
PARKING COMPLAINT, NO VIOLATIONS OBSERVED	PARKING	FT2F1	11:20:17	06/16/20	20FT02503
Parking	PARKING	FT1D1	12:41:17	06/11/20	20FT02440

**PROPFOUND (9)**

Cleaners found a pistol in vacant apartment	PROPFOUND	FT1B1	15:00:02	06/30/20	20FT02713
Found bag with laptop	PROPFOUND	FT2H1	11:54:19	06/24/20	20FT02621
Abandon Bicycle	PROPFOUND	FT1A1	11:25:49	06/23/20	20FT02605
Found bike	PROPFOUND	FT2G1	09:05:35	06/13/20	20FT02472
Found bike	PROPFOUND	FT1D1	15:25:49	06/12/20	20FT02455
Found bag	PROPFOUND	FT2H1	15:46:26	06/09/20	20FT02385
Found PA D/L	PROPFOUND	FT2H1	12:13:43	06/02/20	20FT02269
Found checkbook-returned to owner	PROPFOUND	FT2G1	18:51:20	06/01/20	20FT02262
Found purse	PROPFOUND	FT1A1	12:27:35	06/01/20	20FT02257

**PROPLOST (5)**

Resident lost Green Card	PROPLOST	FT2H1	10:54:00	06/30/20	20FT02709
Comp. lost two keys and a USB	PROPLOST	FT1B1	15:39:18	06/23/20	20FT02611
Lost dealer tag	PROPLOST	FT1A1	11:40:46	06/22/20	20FT02586
Lost PA/DL	PROPLOST	FT1F1	09:46:38	06/11/20	20FT02435
lost wallet	PROPLOST	FT1B1	22:16:26	06/09/20	20FT02394

**RETAILTHEFT (1)**

Retail Theft of wood	RETAILTHEFT	FT1B1	22:11:12	06/23/20	20FT02614
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**RFACIVILDISP (6)**

Caller being accused of rear end crash	RFACIVILDISP	FT1B1	11:35:21	06/30/20	20FT02711
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DISPUTE ABOUT AN OUTSTANDING BILL	RFACIVILDISP	FT1B1	13:22:16 06/28/20	20FT02675
Neighbor cut a tree branch on her land	RFACIVILDISP	FT2G1	10:52:50 06/27/20	20FT02665
Custody Dispute	RFACIVILDISP	FT1B1	18:49:06 06/21/20	20FT02571
Civil issue on selling property	RFACIVILDISP	FT1B1	16:57:50 06/17/20	20FT02526
CALLER HAD ISSUE WITH TOWING COMPANY	RFACIVILDISP	FT2G1	17:59:10 06/05/20	20FT02325

### **RFALOCATECONT (1)**

Check the welfare of a 72 YOF, she was fine	RFALOCATECONT	FT1E1	18:49:51 06/12/20	20FT02457
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### **RFAOTHER (39)**

Caller wanted to let us know about her car.	RFAOTHER	FT2G1	18:22:23 06/30/20	20FT02717
CALLER UPSET ABOUT PARKING	RFAOTHER	FT1E1	17:30:32 06/30/20	20FT02714
Local business wanted to drop off items	RFAOTHER	FT2H1	21:09:30 06/29/20	20FT02697
Caller had questions regarding incident at Harmony	RFAOTHER	FT1F2	20:41:24 06/29/20	20FT02696
Original call was a bogus Sirius vehicle crash call.	RFAOTHER	FT2H1	18:03:51 06/29/20	20FT02693
Caller wanted to talk to an officer about abuse	RFAOTHER	FT2G1	15:13:18 06/29/20	20FT02691
QUESTIONS ABOUT REPLACING A VEHICLE TITLE	RFAOTHER	FT2H1	14:59:55 06/28/20	20FT02676
CONCERNS ABOUT PEOPLE SHOOTING GUNS ON A NEARBY FARM	RFAOTHER	FT3P1	12:50:58 06/28/20	20FT02674
Black vehicle making caller feel unsafe	RFAOTHER	FT2G1	18:55:42 06/27/20	20FT02668
Callers Uncle refusing to give her AR-15 back	RFAOTHER	FT2G1	16:00:57 06/27/20	20FT02667
Possible verbal domestic, GOA	RFAOTHER	FT2H1	21:46:20 06/26/20	20FT02660
PSP Incident reported to FTPD	RFAOTHER	FT2H1	16:54:41 06/25/20	20FT02644
COVID19 friend possibly exposing mother to Covid	RFAOTHER	FT1C1	17:05:04 06/24/20	20FT02631
questions about surveying via drone	RFAOTHER	FT1F1	13:35:55 06/23/20	20FT02609
Person needed title number for new registration card	RFAOTHER	FT2H1	12:26:09 06/23/20	20FT02608
Caller wanted PD to talk to 17 son about drug use	RFAOTHER	FT1E1	13:01:17 06/22/20	20FT02591
Caller was "aggresed" by male	RFAOTHER	FT1B1	12:10:00 06/22/20	20FT02588
Report of people at a closed pool	RFAOTHER	FT1B2	16:13:18 06/20/20	20FT02558
Concern for woman standing along the road	RFAOTHER	FT1B1	22:49:26 06/19/20	20FT02554
Two people talking about drugs	RFAOTHER	FT1B1	04:00:05 06/19/20	20FT02544
Person had question about gun	RFAOTHER	FT2H1	13:51:35 06/18/20	20FT02534
Unwanted private number calls to cell	RFAOTHER	FT2H3	09:19:05 06/17/20	20FT02519
Family keeps contacting complainant	RFAOTHER	FT2G1	22:45:49 06/15/20	20FT02496
Male received text from wife with a PFA	RFAOTHER	FT1A1	20:51:12 06/15/20	20FT02494
Neighbor complaining about BBQ smoker	RFAOTHER	FT3K1	11:42:41 06/12/20	20FT02449
Customer could not pay vet bill	RFAOTHER	FT1B1	01:15:49 06/12/20	20FT02447
Business request for extra patrol	RFAOTHER	FT1E1	22:29:04 06/11/20	20FT02446
Resident concerned about neighbors tree	RFAOTHER	FT2G1	12:07:08 06/11/20	20FT02437
Report of door slamming and voices outside	RFAOTHER	FT2G2	02:33:16 06/11/20	20FT02428
Assist PENNDOT slowing traffic to replace signs	RFAOTHER	FT3I1	07:55:58 06/10/20	20FT02405
Online Banking error	RFAOTHER	FT2G1	20:26:54 06/09/20	20FT02391
Document a complaint filed by caller's ex.	RFAOTHER	FT1D1	09:11:37 06/09/20	20FT02379
Bon-fire	RFAOTHER	FT3O1	23:28:17 06/06/20	20FT02337
EMS call at assisted care facility, canceled prior to arrival	RFAOTHER	FT1C1	20:04:26 06/06/20	20FT02334
Protest inside grocery store blocking entrance/exit	RFAOTHER	FT1B1	15:19:55 06/05/20	20FT02323
Check the welfare with Office of Aging	RFAOTHER	FT2H1	09:30:40 06/05/20	20FT02317
Cleanng crew locked out of business	RFAOTHER	FT1B1	21:43:44 06/04/20	20FT02306
Small fender bender / did not want report	RFAOTHER	FT1B1	14:32:11 06/04/20	20FT02301
Questions about amber lights for motorcycles	RFAOTHER	FT3P1	18:06:17 06/02/20	20FT02274

### **SUSPACTY (40)**

Caller received unemployment letter	SUSPACTY	FT3T1	08:01:42 06/30/20	20FT02704
Male walking around pulling on doors	SUSPACTY	FT1B1	21:32:34 06/29/20	20FT02698
Ex girlfriend driving through parking lot	SUSPACTY	FT1B1	20:06:05 06/29/20	20FT02694
Paint chip on door frame	SUSPACTY	FT2G2	11:17:42 06/29/20	20FT02688
Caller recieved two unemployment checks	SUSPACTY	FT2H1	14:58:43 06/26/20	20FT02657
rent scam on Craigslist	SUSPACTY	FT1E1	14:54:25 06/26/20	20FT02658
Suspicious text and call related to app use	SUSPACTY	FT2G2	12:43:28 06/26/20	20FT02656
Unknown person wrote on vehicle with dry erase marker	SUSPACTY	FT1F2	12:33:01 06/26/20	20FT02655
Publisher's Clearinghouse scam	SUSPACTY	FT1C1	15:06:54 06/25/20	20FT02641
Caller found a door open w/in her house	SUSPACTY	FT1C1	14:56:40 06/25/20	20FT02642

suspicious vehicle	SUSPACTY	FT2E1	18:21:42 06/24/20	20FT02633
Social Security Scam	SUSPACTY	FT3P1	15:04:41 06/23/20	20FT02610
Publishers Clearing house Scam	SUSPACTY	FT3J1	19:11:16 06/22/20	20FT02595
Receiving unemployment checks that are not his	SUSPACTY	FT3K1	13:38:03 06/22/20	20FT02592
Possible gunshots	SUSPACTY	FT1C1	23:52:15 06/21/20	20FT02578
Someone unlocked complainants deadbolt	SUSPACTY	FT2G2	12:28:57 06/20/20	20FT02557
Complaint of gun shots or fireworks	SUSPACTY	FT1B2	23:25:44 06/19/20	20FT02555
Someone changing the color of solar lights	SUSPACTY	FT2H1	21:09:23 06/19/20	20FT02553
Fuse blew on transformer	SUSPACTY	FT3J1	09:04:17 06/19/20	20FT02545
Comp. heard a male screaming in the woods-GOA	SUSPACTY	FT2M1	21:33:27 06/18/20	20FT02541
Received 2 unemployment checks	SUSPACTY	FT3K1	08:19:19 06/18/20	20FT02530
Unemployment check scam	SUSPACTY	FT1B1	15:23:06 06/16/20	20FT02509
Unemployment check scam	SUSPACTY	FT2H3	14:28:50 06/16/20	20FT02506
Susp vehicle pulled into construction lot	SUSPACTY	FT2H1	10:30:25 06/16/20	20FT02501
Phone scam	SUSPACTY	FT1F2	17:29:42 06/11/20	20FT02443
Damage to front door	SUSPACTY	FT2G2	08:35:20 06/11/20	20FT02431
Unknown male jumped the fence	SUSPACTY	FT1F2	18:21:06 06/10/20	20FT02424
Scam email	SUSPACTY	FT1B1	17:07:46 06/10/20	20FT02422
scam call	SUSPACTY	FT3N1	16:38:14 06/10/20	20FT02419
Person setting off fireworks	SUSPACTY	FT2G1	21:08:32 06/09/20	20FT02393
Quarter left on a door	SUSPACTY	FT2G1	21:52:00 06/08/20	20FT02366
Person yelling at comp-possible MHID	SUSPACTY	FT2G1	08:13:27 06/08/20	20FT02354
Telephone billing scam	SUSPACTY	FT1B1	16:41:57 06/04/20	20FT02304
Suspicious vehicle in pull off area	SUSPACTY	FT3S1	23:19:25 06/03/20	20FT02294
3 loud bangs in the area	SUSPACTY	FT1A1	21:41:28 06/03/20	20FT02293
Male asking caller how to pump gas	SUSPACTY	FT2G1	13:34:07 06/03/20	20FT02286
Caller believed someone was tapping on her window.	SUSPACTY	FT2G1	21:00:16 06/02/20	20FT02276
Male reported getting ripped off trying to buy drugs	SUSPACTY	FT2H1	02:13:03 06/02/20	20FT02267
Social Security Scam	SUSPACTY	FT1D1	16:47:20 06/01/20	20FT02260
Kids yelling-found to be boys playing	SUSPACTY	FT1D1	11:26:04 06/01/20	20FT02255

### **THEFT (8)**

Theft of no parking signs	THEFT	FT3Q1	10:00:46 06/29/20	20FT02685
Trump sign was stolen from front yard	THEFT	FT3S1	14:22:51 06/24/20	20FT02629
Stolen Truck	THEFT	FT3L1	04:42:29 06/22/20	20FT02581
Theft of mail from mailbox	THEFT	FT1A1	11:08:52 06/19/20	20FT02548
Theft of mail	THEFT	FT1F1	10:48:18 06/19/20	20FT02547
Items stolen from residence	THEFT	FT1D1	17:00:08 06/15/20	20FT02492
Two gas caps stolen from dump truck	THEFT	FT3I1	14:28:27 06/11/20	20FT02441
Possible package theft	THEFT	FT1B1	11:24:05 06/06/20	20FT02327

### **TRAFFIC (26)**

car may have hit a phone pole in FT	TRAFFIC	FT3Q1	10:09:40 06/29/20	20FT02686
Water leaking from blow off valve.	TRAFFIC	FT1B1	08:36:49 06/29/20	20FT02683
Disabled vehicle.	TRAFFIC	FT3J1	12:13:49 06/24/20	20FT02622
Speeding on W. Whitehall Rd	TRAFFIC	FT3O1	10:15:59 06/24/20	20FT02620
Vehicle passed caller in no passing zone	TRAFFIC	FT3N1	12:04:17 06/22/20	20FT02587
Complaint about driver, driving w/ learner's permit, GOA	TRAFFIC	FT1B1	13:55:24 06/21/20	20FT02569
Subject driving fast and making finger gun	TRAFFIC	FT1A1	12:12:18 06/21/20	20FT02568
Possible DUI driver, later arrested in Spring Twp	TRAFFIC	FT1A1	01:04:10 06/21/20	20FT02564
Disabled Vehicle	TRAFFIC	FT1B1	17:06:42 06/19/20	20FT02551
Suspended Registration	TRAFFIC	FT1B1	20:03:07 06/18/20	20FT02539
Erratic driving	TRAFFIC	FT3L1	10:31:37 06/17/20	20FT02521
RECKLESS DRIVING COMPLAINT	TRAFFIC	FT1B1	22:29:30 06/15/20	20FT02495
Construction detour	TRAFFIC	FT2H1	12:59:25 06/12/20	20FT02453
Possible tree down, 3rd party report	TRAFFIC	FT3S1	08:40:07 06/11/20	20FT02433
vehicle off the roadway	TRAFFIC	FT2H1	18:14:17 06/10/20	20FT02423
Traffic Light needed reset	TRAFFIC	FT2G1	17:03:47 06/10/20	20FT02420
Caller was passed unsafely	TRAFFIC	FT3I1	13:18:50 06/06/20	20FT02330
Assist with cow crossing	TRAFFIC	FT3T1	10:23:59 06/05/20	20FT02318
Tree down on road way	TRAFFIC	FT3T1	20:13:15 06/04/20	20FT02305
Gray Honda ran out of gas	TRAFFIC	FT1F1	14:51:52 06/04/20	20FT02302

Traffic stopped for construction	TRAFFIC	FT2G1	08:20:31 06/04/20	20FT02297
Red light violation	TRAFFIC	FT1B1	20:26:15 06/03/20	20FT02291
Delivery driver parked in drive thru	TRAFFIC	FT1B1	19:13:08 06/03/20	20FT02288
Reckless Operation	TRAFFIC	FT3N1	16:06:29 06/02/20	20FT02272
Cars driving through wet paint	TRAFFIC	FT2G1	19:33:02 06/01/20	20FT02264
Cars speeding	TRAFFIC	FT1C1	13:04:47 06/01/20	20FT02258
<b>TRESPASS (1)</b>				
Two juveniles on the roof of the school	TRESPASS	FT3J1	20:19:39 06/21/20	20FT02575
<b>UNSECPROP (1)</b>				
Unsecured door	UNSECPROP	FT1B1	19:34:17 06/09/20	20FT02390
<b>VHCLCRSHHITRUN (1)</b>				
Truck struck a stop sign and left the area	VHCLCRSHHITRUN	FT1C1	17:23:08 06/09/20	20FT02389
<b>VHCLCRSHNOINJ (8)</b>				
Three vehicle crash	VHCLCRSHNOINJ	FT1C1	20:20:53 06/29/20	20FT02695
Vehicle / Deer crash - no injuries	VHCLCRSHNOINJ	FT3Q1	21:11:00 06/18/20	20FT02540
Non Reportable Crash	VHCLCRSHNOINJ	FT2H1	10:50:30 06/18/20	20FT02532
Two vehicle accident with out injury	VHCLCRSHNOINJ	FT2H1	17:21:04 06/15/20	20FT02493
2 vehicle crash no injuries	VHCLCRSHNOINJ	FT1B1	22:02:48 06/14/20	20FT02479
Driver struck street sign	VHCLCRSHNOINJ	FT1B1	12:30:34 06/11/20	20FT02438
2 Vehicle Crash - no injuries	VHCLCRSHNOINJ	FT2H1	23:07:17 06/06/20	20FT02336
Vehicle backed into another vehicle	VHCLCRSHNOINJ	FT2H1	19:09:13 06/06/20	20FT02333



Pennsylvania  
Law Enforcement Accreditation Commission  
*of the Pennsylvania Chiefs of Police Association*  
3905 North Front Street, Harrisburg, PA 17110  
Phone (717) 236-1059 Fax (717) 236-0226  
[www.pachiefs.org](http://www.pachiefs.org)



July 9, 2020

Christopher Albright  
Chief of Police  
Ferguson Township Police Department  
3147 Research Drive  
State College, PA 16801

Dear Chief Albright:

Congratulations on your Department's successful re-accreditation in the Pennsylvania Chiefs of Police Association's Accreditation program. The Accreditation Commission will be reviewing your department's assessment report, a copy of which is enclosed, at their meeting on August 4, 2020.

I am pleased to notify you that the assessment team's report will be placed on the Consent Agenda and acted upon at the Pennsylvania Law Enforcement Accreditation Commission meeting on Tuesday, August 4, 2020 at 10:00 am. The meeting will be held at the Sheraton Harrisburg Hershey Hotel, 4650 Lindle Road, Harrisburg, PA. You and your staff are welcome to attend the August 4<sup>th</sup> meeting. Attendance is not required and the assessment report will not be presented by the assessment team leader. A preliminary review of the assessment report indicates that there are no issues of concern; however, the report must be reviewed by each Commission member prior to the meeting. If there is an objection to your report being placed on the Consent Agenda by a Commission member, your report will be placed on the regular agenda, and you will be notified prior to the meeting. A light lunch will be served after the meeting. Please RSVP to me as soon as you know if you plan on attending this meeting.

Thank you for your decision to pursue agency re-accreditation through the Pennsylvania Law Enforcement Accreditation Program. Your commitment to excellence in Pennsylvania law enforcement is greatly appreciated by all of us at the Pennsylvania Chiefs of Police Association.

Sincerely,

Richard E. Hammon  
Accreditation Program Coordinator

Enclosure



## Albright,Chris

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**From:** [REDACTED]@yahoo.com>  
**Sent:** Friday, June 19, 2020 1:17 PM  
**To:** Albright,Chris; Miller,Steve  
**Cc:** Hendrick,Ryan; [REDACTED]  
**Subject:** Thank you, Sgt. Hendrick

Dear Mr. Albright and Mr. Miller,

On behalf of my wife and I, we would like to send our recognition and thanks to Sgt. Hendrick. Last night, we were sitting in the street with some neighbors, talking and watching our children play. Sgt. Hendrick pulled up in his police car and got out. We had no idea why he was stopping but he came over and just said hello and began a conversation. He was just being friendly. We sat there for quite some time talking, he showed the children his police car, turned on the lights, etc. All this for no reason at all other than to be a good guy.

In our current climate, there is so much negativity surrounding the police. But I wanted all of you to know that what Ryan did last night might seem like no big deal but to us, our family and our neighborhood it means a lot. We support and respect the police 100%. We recognize and value our police officers and the incredibly important work they do each and every single day.

So, kudos to you, Ryan, and thank you for stopping and being a great ambassador for all police officers. Law enforcement is welcome on our street anytime!

Sincerely,

[REDACTED]  
[REDACTED] Rd.  
Ferguson Township

[REDACTED]  
[REDACTED].com

**Albright,Chris**

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**From:** [REDACTED]@gmail.com>  
**Sent:** Saturday, June 20, 2020 2:05 PM  
**To:** police  
**Subject:** Thanks for help from officers

Hello,

This is an overdue note of thanks to two officers who were extremely helpful in an incident last month but whose names I neglected to ask because I was too frazzled.

They kindly helped in a weird situation when a skunk that was acting strange showed up in my yard last month in Overlook Heights. The dispatcher on duty kindly passed the word that I was requesting help, and two officers arrived quickly. The skunk was injured to a point that it could only drag itself by its front legs, and it clearly was in pain, presumably hit by a vehicle.

The two officers determined that the humane thing to do would be to put the skunk out of its misery. It was not a pleasant situation, with the skunk smell and the deed of having to put an animal down.

They considered the safety of neighborhood residents and the welfare of the animal, and handled things calmly and efficiently.

I wish I had gotten their names to thank them, but please pass my appreciation along to them. They showed great respect and service to the community in an unusual situation.

Thanks to everyone for your dedication to our township.

Sincerely,  
Sally [REDACTED]  
[REDACTED] St.  
State College, PA 16803

June 27, 2020

Dear, Officer Bill Chambers, Officer Dan Lewis and Sergeant Eric Albright:

On Saturday evening June 20<sup>th</sup>, I was dining with my husband at Hoss's Restaurant and began choking. Many people tried to help me until EMS arrived but eventually, I lost consciousness.

It is one week later; I am home and on the road to recovery. Your efforts made this possible.

My husband explained to me all that you did to help sustain my life and comfort him before, during and after EMS arrived. We cannot thank you enough. Without your efforts I would not be here to type this letter to you.

Just a couple weeks before this happened, I met several Ferguson Township Police officers when you responded to a call to help check on our friend and neighbor Ron [REDACTED] who lived across the street from us on [REDACTED] Street. My husband and I talked many times about the kindness and compassion that was shown by all the officers that day when you had discovered Ron had passed away. Little did I know we would be meeting some of you again but this time you would be helping to save my life.

My husband and I want you all to know something important. **WE SUPPORT YOU, WE PRAY FOR YOU AND WE APPRECIATE YOU.** We DEFEND our police whether it is on a local or state level. We always have and always will. For many years we have been praying for our police, first responders and those who serve in the military. Your service is invaluable. You put your lives on the line every day, on and off duty. We are heartsick to see what is happening in this nation and how the police are being treated. We cannot imagine how this must make you feel. It truly breaks our hearts.

When we see Ferguson Township Police officers drive by our home, we always wave in hopes that you know we appreciate you and feel safe and secure knowing that you are close by and always there. We are even more thankful that you were close by last Saturday night. Your presence made all the difference. If you would not have showed up and helped administer the life sustaining techniques that you did, I would NOT be here today.

My husband and I will be forever grateful for what you did last Saturday. It made all the difference. We live at [REDACTED] Street. If you are ever driving by and see us, PLEASE stop and say hello. I would appreciate the opportunity to meet you and thank you in person. In the meantime, you will always be in our prayers and you will always have our support.

With deepest gratitude and grateful thanks,

J [REDACTED] and S [REDACTED]

L [REDACTED] and S [REDACTED]



State College  
**Alliance**  
Church

To our beloved police officers in State College,

With all the heartache and pain in the world today, we at State College Alliance Church wanted to take a moment to say THANK YOU and WE LOVE YOU!

From working the frontlines due to COVID-19 to dealing with racial tensions in our society to facing ongoing challenges that are unique to the world of law enforcement — we can't fully understand what you or your families go through on a day to day basis.

But we at least want to express our deep gratitude for all you do for our community and beyond!

May God bless you and keep you in your work and may He be gracious to you and your families, and may He cause His face to shine upon you in the coming days. Please enjoy this small token of our appreciation, and know that we at SCAC are praying for you!

Many blessings and with great thanks,

Your friends at The State College Alliance Church