

ENGINEERS SURVEYORS BUILDING CODE INSPECTORS MUNICIPAL SERVICES
**LIGHT-HEIGEL
& ASSOCIATES, INC.**

April 4, 2023

Jonestown Borough Council
295 S. Mill Street
PO Box 446
Jonestown, PA 17038

Dear Borough Officials:

During the past month Light-Heigel & Associates, Inc. (LHAI) has been involved in the following items of interest to the Borough:

1. TASA Grant

- Plan work and Coordination with PennDOT is on-going.

2. DCNR Grant – Park

- Plans are completed and ready for review by DCNR. We anticipate advertising for bids April 25th and receiving bids for opening at the May planning workshop.

3. Park Subdivision Plans

- A review letter was received from Lebanon County and the comments will be addressed to complete the plans for approval.

4. West Blackberry Street Stormwater

- Attached is a proposal for survey, stormwater design, design plan preparation, specification preparation, and bidding.

5. Street and Sidewalk Cut Permits

- Attached is a copy of the street and sidewalk cut permit issued for 236 W. Market Street.

6. Sidewalk Violations

- As the spring and warmer weather is moving in we will follow up on the outstanding properties that need to complete sidewalk repairs.

Please feel free to contact me if you have any questions or comments.

Respectfully submitted,



Lee Strause Jr., EIT

c: John R. Poff, P.E.

CIVIL ENGINEERING

MUNICIPAL

HYDROLOGY

INSPECTIONS

STRUCTURAL

SOILS TESTING

LAND SURVEYS

ENVIRONMENTAL

LAND DEVELOPMENT

FARM PRESERVATION

STORM WATER DESIGN

SEPTIC SYSTEM DESIGN

ZONING ADMINISTRATION

BUILDING CODE SERVICES

FLOODPLAIN CERTIFICATION

BERKS

2921 Windmill Road
Suite No. 2
Sinking Spring, PA 19608
610-678-7560
Fax: 610-678-7686

DAUPHIN

906 North River Rd.
Halifax, PA 17032
717-896-8881
Fax: 717-896-9145

LANCASTER

930 Red Rose Court
Suite 103
Lancaster, PA 17601
717-892-7002
Fax: 717-892-7020

**LEBANON/
DAUPHIN**

430 East Main St.
Palmyra, PA 17078
717-838-1351
800-257-2190
Fax: 717-838-3820

**NORTHUMBERLAND/
UNION**

142 Main St.
P.O. Box 120
Montandon, PA 17850
570-524-7742
Fax: 570-524-7746

SCHUYLKILL

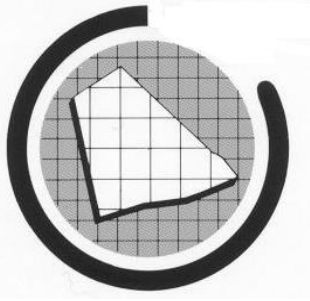
39 Dock St.
Schuylkill Haven, PA 17972
570-385-3439
Fax: 570-385-5788

INSPECTION REQUESTS

888-949-9728

Corporate Office

320 PLAZA DRIVE • PALMYRA, PA 17078 • 717-838-5672 • 717-838-5630
800-257-2190 • www.light-heigel.com



Lebanon County Planning Department

Room 206, Municipal Building • 400 South Eighth Street • Lebanon, PA 17042-6794

Phone: 717-228-4444 • Fax: 717-228-4453

Website: www.lebcounty.org • Email: LCPD_Planning@Lebcnty.org

April 4, 2023

Via Email only

Light – Heigel & Associates, Inc.
430 E. Main Street
Palmyra, PA 17078
Attn: Lee Strause

RE: Final Subdivision Plan for
Jonestown Borough
Jonestown Borough

Mr. Strause:

This Department is in receipt of a plan dated December 14, 2022 for the above referenced project. The subject properties are located on the east side of S. Lancaster Street, south of Hazel Alley, and west of S. Mill Street in Jonestown Borough. The plan proposes two (2) lot additions, Lot Addition A – containing 0.624 acres will be added from lands owned by Northern Lebanon School District to other lands owned by Northern Lebanon School District. Lot Addition B – containing 1.386 acres will be added from the lands owned by Northern Lebanon School District to the lands owned by Jonestown Borough. There are no improvements proposed as a part of this plan.

Upon review of the plan, the following comments are offered:

1. All professional endorsements and owner's certifications are required to be executed on the approved plans.
2. Lebanon County Planning Department is fine with the requested waivers. In the waiver request section, provide that these waivers were approved and include the date of this comment letter.
3. In the Lebanon County Planning Department Signature Block update reviewed to **approved**.
4. Provide signature blocks, acknowledging certificate of ownership for both property owners.
5. I would recommend labeling the plan as a 'Final Subdivision Plan for Jonestown Borough'.
6. In the site data, provide a person of contact for the School District & The Borough.

7. Include a note stating the existence of floodplain on the subject property.
8. Right of way and cartway information should be provided for all listed streets.
9. Notate the existing cemetery.
10. General Comment: I would recommend providing clear notes stating that the cemetery will be owned and maintained by the Borough.

Please address the above comments prior to plan resubmission. Please feel free to call with any questions or concerns.

Sincerely,

Zachary Luciotti

Zachary Luciotti
Subdivision Planner

Pc: Jonestown Borough (via email)

LIGHT-HEIGEL & ASSOCIATES, INC.

March 10, 2023

Jonestown Borough
C/o Tom Keefer
295 S. Mill St.
Jonestown, PA, 17038

RE: Stormwater Improvement Plan
W. Blackberry Street and Fisher Street
Jonestown Borough
Lebanon County
Account No. 21-0071

Dear Tom Keefer:

Thank you for providing Light-Heigel & Associates, Inc. with the opportunity to submit this proposal to you.

In response to your interest in having a Stormwater Improvement Plan completed for property located at W. Blackberry Street and Fisher Street, Jonestown Borough, Lebanon County, and in accordance with our usual procedure, I am submitting a detailed quotation for your approval. If it is satisfactory, please sign one copy and return it to our office so that we can proceed with the work. Please reference your Account No. 21-0071 on any payment or correspondence.

SCOPE OF WORK

SURVEY

1. Project Setup / Research
2. Field Survey
3. Field To Office Transfer

DESIGN

1. Storm Sewer

DRAFTING

1. Base Map
2. Construction Plan

STORMWATER

1. Design Tasks

ENGINEERING

1. Specifications

MEETINGS

1. (3) Municipal Staff

COPIES

1. (100) 24x36 B&W

CIVIL ENGINEERING
STRUCTURAL ENGINEERING
MUNICIPAL SERVICES
ZONING ADMINISTRATION
FLOODPLAIN ADMINISTRATION
BUILDING INSPECTIONS
PROPERTY INSPECTIONS
ORDINANCE PREPARATION
ORDNANCE ADMINISTRATION
GIS MAPPING
SOILS TESTING
LAND SURVEYING
FLOODPLAIN CERTIFICATION
LAND DEVELOPMENT
STORM WATER DESIGN
BUILDING CODE CONSULTING
WATER & WASTEWATER SYSTEM DESIGN

BERKS

2921 Windmill Rd.
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LEBANON/ DAUPHIN

430 East Main St.
Palmyra, PA 17078
717-838-1351
Fax: 717-838-3820

UNION/SNYDER/ NORTHUMBERLAND

135 Walter Dr.
Suite 3
Lewisburg, PA 17837
570-939-3199
Fax: 570-939-3197

SCHUYLKILL

950 East Main St
Suite 204
Schuylkill Haven, PA 17972
570-385-3439
Fax: 570-385-5788

INSPECTION REQUESTS 888-949-9728

CORPORATE OFFICE

PO BOX 112 • PALMYRA, PA 17078-0112
800-257-2190 • www.light-heigel.com

The Scope of Work includes those items outlined above which by our interpretation of the various regulations are required to complete your project. However, your project may not be received favorably by neighboring property owners, special interest groups or all of the various governmental agencies involved in the approval process. Comments and requirements by those parties will increase the following estimate.

BUDGET

Our fee to perform the services outlined in the Scope of Work is \$7,988.00. This estimate is valid for thirty days (30).

Normally, invoices are issued on a percentage complete up to the minimum payment. These billings will take place on a bi-weekly basis or whenever a significant event occurs in the project. When the project is completed and at the client's request, an itemized account will be issued.

EXCLUSIONS

Additional meetings are excluded and shall be invoiced on a time and material basis in accordance with our standard billing rates.

TERMS

We add 15% to all subcontracts, fees, and direct costs which are paid by Light-Heigel & Associates, Inc. on your behalf.

In addition to rights we might have under the law for your failure to fulfill your part of this agreement, we reserve the right to refuse to do further work under this contract and with respect to this project if you fail to pay invoices in a timely manner or otherwise fail to fulfill your obligations with respect to other projects for which you are jointly or jointly and severally responsible or liable to us pursuant to written or verbal agreement.

All notes, diagrams, sketches, computations, drawings, electronic data, etc. developed by Light-Heigel & Associates, Inc. and related to this project are the property of Light-Heigel & Associates, Inc. This data is protected by the copyright laws. When copies in your possession are reproduced by you, it is understood that these reproductions are not certified by Light-Heigel & Associates, Inc. and no statement is given for the accuracy or completeness of the data. At any time in the future, after completion of the project, copies of the notes and drawings in our possession may be purchased from us upon payment of the reproduction cost.

All projects are subject to progress billings. Invoices are due when the documents and plans are picked-up by the client or his representative, or within 10 days of the invoice date, whichever is the earliest. Documents and Plans cannot be delivered to any approval agency before all invoices for the project are paid.

Delinquent accounts are subject to a compounded interest charge of 1½% per month on the unpaid balance, starting with the invoice date. In addition for accounts 90 days overdue, a one-time collection fee of \$50.00 will be added to those overdue accounts under \$1,000.00. For those accounts \$1,000.00 or over, the collection fee will be \$150.00. Insurance certificate verifying professional liability and general liability will be provided upon request and receipt of a signed contract/proposal.

The down payment on projects having an estimate cost is used as part of the final invoice. Administrative and related costs, if appropriate, are added to final invoice.

In the event litigation is initiated for a breach of this Agreement by **Jonestown Borough**, Light-Heigel & Associates, Inc. shall be entitled to reimbursement of its attorneys' fees incurred in pursuing such litigation and/or collection by **Jonestown Borough** as part of Light-Heigel & Associates, Inc.'s taxable costs and fees in pursuing the matter.

Light-Heigel & Associates, Inc. assumes no responsibility for the accuracy of information provided by the client or of design information provided by others, excluding the firm's subconsultants.

The client agrees to defend and indemnify the firm for any delays, costs, losses, or damages caused by false, inaccurate, or non-compliant information provided by the client or the client's consultants.

DISPUTE RESOLUTION

Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective as of the date of this Agreement.

TERMINATION OF CONTRACT

Client may terminate this Agreement with seven (7) days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven (7) days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or ultimately termination, unless and until Consultant has been paid in all full amounts due for services, expenses, and other related charges.

HAZARDOUS ENVIRONMENTAL CONDITIONS

It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCB's, petroleum, hazardous waste, or radioactive materials. Client acknowledges that Consultant is performing professional services for Client and Consultant is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase service by Consultant, it is understood that the Contractor, not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs, or enforcement; or for construction means, methods, techniques, sequences, and procedures employed by the Contractor.

USE OF ELECTRONIC MEDIA

Copies of Documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic, or of other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those in use by Consultant at the beginning of this assignment.

DISCOUNT

Invoices, which are paid in accordance with the terms indicated above will be subject to a cash discount of 2 % on the direct labor costs. This does not apply to the down payment.

COMPLETION DATE

We will attempt to meet all deadlines, clients' schedules and governmental agencies meetings; however, nothing in this contract or any verbal statement by any firm member shall be construed as a firm commitment on any completion date, or change in scope.

CHANGES IN SERVICES

Any changes requested will be treated as a separate work order and may require an additional fee.

Change orders, if any, will carry a minimum and maximum fee and be added to the original contract sums and the billing system will use the new figures.

Additional time to address review comments and make any necessary revisions to plans and documents will be treated as a change of scope and require an extra fee.

CHANGES BY APPROVAL AGENCIES

All engineering and surveying work is performed in accordance with generally accepted professional standards. Where the service is performed for the purpose of obtaining a permit or approval from a governmental agency or any third party, we will endeavor to follow their regulations and criteria as nearly as professional standards permit. However, we can in no way guarantee that the bureaucratic interpretation of the numerous regulations will be the same as ours or that these governmental or third party interpretations will, in fact, be based on normal engineering standards or be consistent with previous approvals of a similar project. We do not guarantee that the permits or approval will be granted. When waivers are requested they may be denied by the approval agency. Denial of any waiver requires a decision from the owner to proceed and a change of scope for the project and an increase to the project estimated cost. We will provide technical criteria, written descriptions and design data for client's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the project.

LIMITATION OF LIGHT-HEIGEL & ASSOCIATES, INC. LIABILITY

Jonestown Borough hereby agrees that to the fullest extent permitted by law Light-Heigel & Associates, Inc.'s total liability to **Jonestown Borough** for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this agreement from any cause or causes including but not limited to Light-Heigel & Associates, Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Light-Heigel & Associates, Inc. under this agreement.

By: _____
Keith L. Heigel, P.L.S.
President

Date: _____

If at any time you have questions concerning the performance of the services required under this contract, please direct all correspondence to Keith L. Heigel, at our Palmyra Corporate Office toll free at 800-257-2190 (voice mail), (717) 838-3820 (fax), or by E-mail at comments@light-heigel.com. Office hours Monday through Friday are from 8:00 - 5:00. Special hours for meetings are available by request.

No alterations, additions, or deletions to this proposal are permitted.

I hereby acknowledge that I have read the above proposal including Appendix A and agree to its Terms and Conditions.

Accepted By: _____

Printed Name: _____

Date: _____

LAS/psb

For your convenience we accept Visa, MasterCard, American Express and Discover Card. If you wish to make payment with your credit card, please call our Corporate office, (717) 838-1351, with your credit card information. Please reference your Account No. 21-0071 on any payment or correspondence.

APPENDIX A – DEFINITIONS

CONSTRUCTION PLANS include details and dimensions necessary to construct the facility shown on Land Development, Storm Water Control and/or Erosion and Sedimentation Plans.

EROSION AND SEDIMENTATION PLAN includes that information normally required by the county soil conservation service. For control of E & S during construction.

LABOR AND INDUSTRY/BUILDING CODE PLANS These plans are produced to secure the indicated approval. They are not construction plans and therefore, should not be relied upon for construction details and features.

LAND DEVELOPMENT PLANS include that information normally required by the appropriate land subdivision regulations for a Land Development Plan. This is not to be construed as a construction plan.

PLAN includes documents and drawings stored on electronic media.

RECONNAISSANCE INVESTIGATION satisfies the needs of the majority of our individual landowner clients who need to find or verify the locations of their boundary corners. Very often the survey marks are in place, but not visible because they are buried or covered with asphalt in the street. Additional survey services are required in cases where the original marks have been moved or destroyed, when the deed descriptions for the adjoining tracts conflict with the subject tract, or when the deed description is not accurate.

In the event that additional services are required to re-establish destroyed marks or resolve boundary conflicts, the recon survey is not lost because all of those services are also required for the resurvey.

SKETCH PLAN a plan prepared for informal discussion between the subdivider and the municipality. The Sketch Plan contains at least the following information but does not necessarily show precise dimensions:

- a. Tract boundaries labeled per deed.
- b. Name of the municipality in which the subdivision is located.
- c. North point, scale (written and graphic) and date.
- d. Name of proposed subdivision or other identifying title.
- e. Approximate location of significant topographical and physical features.
- f. Proposed general street and lot layout.
- g. A location map with sufficient information to enable location of the property.

STORM WATER PLAN includes that information required by the local regulatory agency for storm water control.

STRUCTURAL DESIGN DRAWINGS indicate the overall geometry of the structure along with member sizes, connections and loads. They are not intended to be shop drawings, which are the responsibility of the fabricator.

SUBDIVISION PLANS include that information normally required by the applicable subdivision regulations.

SURVEY whenever the word survey appears in this proposal, it defines the process whereby property corners are marked, established or discovered, it does not include the placing of intermediate points on line or marking the property line in any manner.

We may attempt to contact adjoining property owners for additional information.

P | 800.257.2190
F | 717.838.3820
www.light-heigel.com

March 27, 2023

Jonestown Borough Council
295 S. Mill Street
PO Box 446
Jonestown, PA 17038

**RE: 236 W. Market Street – Lech Brothers
Streets, Sidewalk Cut Permit Application**

Dear Borough Officials,

Light-Heigel & Associates, Inc. (LHAI) has reviewed the permit application for a sidewalk and street cut within the right-of-way of West Market Street. The application was reviewed and approved on March 27, 2023.

We offer the following comments and permit conditions.

1. The owner/agent agrees to comply with the terms and conditions set forth in Ordinance No. 2017-5, Chapter 21 Streets and Sidewalks and the documentation submitted by the applicant.
2. The sidewalk and street shall be restored in accordance with the Specifications and Restoration details provided in Ordinance No. 2017-5 Section 210B and the details dated March 2019.
3. Light-Heigel shall be contacted for a final inspection.

Please feel free to contact me if you have any questions or comments.

Respectfully,



Lee A. Strause Jr., EIT
Project Engineer

Cc: John R. Poff, P.E.

Jonestown Borough

Lebanon County, Pennsylvania

STREETS, SIDEWALK/CURB REPLACEMENT PERMIT

Permit No. S-2023-01


Applicant: Lech Brothers Project Description: Cut and remove curb for driveway extension

Project Address & UPI: 236 W. Market Street Jonestown, PA 17038

Mailing address if different: 10662 Jonestown Road

PERMIT CONDITIONS:

1. The owner/agent agrees to comply with the terms and conditions set forth in Ordinance No. 2017-5, Chapter 21 Streets and Sidewalks and the documentation submitted by the applicant.
2. The sidewalk and street shall be restored in accordance with the Specifications and Restoration details provided in Ordinance No. 2017-5 Section 210B and the details dated March 2019.
3. Contact our office for a final inspection at 800-257-2190.

Borough Engineer: 
John R. Poff/PE

Permit Type: Street and Sidewalk Cut Permit

Date: 03/27/2023

Expiration: 03/27/2024